

**NOTICE OF A REGULAR MEETING
BONDURANT CITY COUNCIL
February 3, 2020**

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 p.m. on Monday, February 3, 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 21, 2020
- b. Claims Report
- c. Tax Abatements
- d. **RESOLUTION NO. 200203-29** – Resolution affixing a public hearing for March 2nd, 2020 on proposed Future Land Use Map update from Multi-Family Residential to Low-Density Residential and a rezoning from the General Commercial (C-2) District and Multi-Family Residential (R-3) District to the Medium Density Residential (R-2) District on the single-family detached development land within the Prairie Point View Preliminary Plat development area
- e. **RESOLUTION NO. 200203-30** – Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with MPP Partners, LLC, Including Annual Appropriation Tax Increment Payments
- f. **RESOLUTION NO. 200203-31** – Resolution approving the MidAmerican proposed gas main extension
- g. **RESOLUTION NO. 200203-32** – Resolution approving the updated Ball Field Lease
- h. **RESOLUTION NO. 200203-33** – Resolution affixing a public hearing date for March 2nd to hear comments on the proposed Sankey 80-20 annexation.
- i. **RESOLUTION NO. 200203-34** – Resolution approving City Hall furniture purchase
- j. **RESOLUTION NO. 200203-35** – Resolution approving audio visual hardware and services agreement with Embark in the amount of \$53,671.00

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

Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (515) 967-2418 or shagan@cityofbondurant.com, no fewer than two business days prior to the meeting to enable the City of Bondurant to make reasonable arrangements to assure accessibility or language assistance for the meeting.

- k. **RESOLUTION NO. 200203-36** – Resolution approving the IT agreement with Etech Solutions LLC in the amount of \$18,180
 - l. Confirming reappointment of Wes Enos as Mayor Pro Tem
 - m. **RESOLUTION NO. 200203-37** – Resolution approving the pay application No. 2 for the contract with Eick and Day Construction in the amount of \$192,340.61
- 7. Guests requesting to address the City Council
 - 8. Polk County Sheriff's Report
 - 9. **PROCLAMATION** – 19th Amendment Centennial Commemoration
 - 10. **PUBLIC HEARING** – Regarding Proposed Max Levy Rate
 - 11. **RESOLUTION NO. 200203-38** – approving the Maximum Property Tax Dollars for Affected Tax Levies for FY21
 - 12. **PUBLIC HEARING** – Regarding Sankey 100% Voluntary Annexation
 - 13. **RESOLUTION NO. 200203-39** – Resolution considering Sankey 100% voluntary annexation approval
 - 14. **PUBLIC HEARING** – Regarding Webb Annexation
 - 15. **RESOLUTION NO. 200203-40**– Resolution considering Webb annexation approval
 - 16. **PUBLIC HEARING** – Regarding Sankey W Rezoning
 - 17. **ORDINANCE NO. 200203-200** – (First Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, by amending the zoning classification of certain real estate from Agricultural (A-1) to Medium Density Residential (R-2)
 - 18. **PUBLIC HEARING** – Regarding Sankey E Rezoning
 - 19. **ORDINANCE NO. 200203-201** – (First Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, by amending the zoning classification of certain real estate from Agricultural (A-1) to Medium Density Residential (R-2)
 - 20. **PUBLIC HEARING** – Regarding Webb Rezoning
 - 21. **ORDINANCE NO. 200203-202** – (First Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, by amending the zoning classification of certain real estate from Agricultural (A-1) to Planned Unity Development (R-5)
 - 22. **PUBLIC HEARING** – Regarding Quail Run Plat 1 5-5 Modification Public Hearing
 - 23. **ORDINANCE NO. 200203-203** – (First Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, by modifying the zoning classification of an existing Planned Unit Development (R-5) designation

24. Discussion Items –

- a. City Hall Lobby work

25. Reports / Comments and appropriate action thereon:

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Posting Date: January 31, 2020

- a. Mayor
- b. Council Members
- c. Administrator
- d. Directors
- e. City Attorney

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

27. Adjournment

City Council Meetings:

- Special Session, February 24
- Regular Session, March 2

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

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BONDURANT CITY COUNCIL
Minutes
January 21, 2020
Bondurant City Council

Roll Call

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

City Officials

Present: City Administrator Marketa Oliver, Interim City Clerk Craig Marshman, Public Works Director John Horton, Library Director Jill Sanders, Planning and Community Development Director Maggie Murray, City Engineer Greg Roth, Communications and Events Specialist Nicole Van Houten, Financial Advisor Susanne Gerlach, Finance Director Jené Jess,

Call to Order and Declaring a Quorum

Mayor Sullivan called the meeting to order at 6:08 p.m. and declared a quorum.

Pledge of Allegiance

Abstentions and Approval of the Agenda – None.

Perfecting and Approval of the Agenda

Motion made by Enos, seconded by Elrod, to approve the agenda. Vote on Motion 4-0. Motion declared carried.

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
- 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

Motion by Enos, seconded by Cox, to approve the Tax Abatement application for 105 Aaron Ave NW contingent on the closing of the property. Roll Call: Ayes: McKenzie, Enos, Cox, Elrod. Nays: None. Absent: Peffer. Motion carried 4-0.

Motion by Enos, seconded by Cox, to approve the Consent Agenda. Roll Call: Ayes: McKenzie, Enos, Cox, Elrod. Nays: None. Absent: Peffer. Motion carried 4-0.

Guests requesting to address the City Council – None.

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

Motion by Enos, seconded by Elrod, to approve RESOLUTION NO. 200121-27. Roll Call: Ayes: McKenzie, Enos, Cox, Elrod. Nays: None. Absent: Peffer. Motion carried 4-0.

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

Motion by Enos, seconded by Cox, to approve RESOLUTION NO. 200121-28. Roll Call: Ayes: McKenzie, Enos, Cox, Elrod. Nays: None. Absent: Peffer. Motion carried 4-0.

Motion by Enos, seconded by Elrod, to close the Regular Meeting and move into Closed Session at 7:23 p.m. Roll Call: Ayes: McKenzie, Cox, Enos, Elrod. Nays: None. Absent: Peffer. Motion Carried 4-0.

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 7:56 p.m. Adjournment

Moved by Enos, seconded by Cox, to adjourn the meeting at 7:57 p.m. Vote on Motion 4-0.
Motion declared carried.

ATTEST:

Curt Sullivan, Mayor



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00121 - PYPKT00063 - 01/06/20-01/19/20

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
INV0000155	Invoice	1/24/2020	1/24/2020	1/24/2020	1/24/2020	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

<u>Account</u>	<u>Name</u>	<u>Amount</u>
001-050-2127	CHILD SUPPORT WITHHOLDING	254.77
	Total:	254.77



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00120 - PYPKT00063 - 01/06/20-01/19/20

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

Vendor: [1274 - ICMA-RC SERVICES LLC](#)

Vendor Total: 260.15

INV0000157	Invoice	1/24/2020	1/24/2020	2/27/2020	1/24/2020	260.15	0.00	0.00	0.00	260.15
Payroll Deduction		AP Bank Code - AP Bank			No	Payment Date: 2/27/2020				Bank Draft: DFT0000168

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	NA	0.00	0.00	260.15	0.00	0.00	0.00	260.15

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-050-2130	ICMA-RC		260.15	0%

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

Vendor Total: 545.61

INV0000162	Invoice	1/24/2020	1/24/2020	4/23/2020	1/24/2020	545.61	0.00	0.00	0.00	545.61
Unemployment Insurance		AP Bank Code - AP Bank			No	Payment Date: 4/23/2020				Bank Draft: DFT0000173

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Unemployment Insurance	NA	0.00	0.00	545.61	0.00	0.00	0.00	545.61

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2122	STATE WITHHOLDING		545.61	0%

Vendor: [0239 - IPERS](#)

Vendor Total: 9,124.06

INV0000158	Invoice	1/24/2020	1/24/2020	1/31/2020	1/24/2020	308.80	0.00	0.00	0.00	308.80
Payroll Contribution		AP Bank Code - AP Bank			No	Payment Date: 1/31/2020				Bank Draft: DFT0000169

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	308.80	0.00	0.00	0.00	308.80

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		308.80	100.00%

INV0000159	Invoice	1/24/2020	1/24/2020	1/31/2020	1/24/2020	8,815.26	0.00	0.00	0.00	8,815.26
Payroll Contribution		AP Bank Code - AP Bank			No	Payment Date: 1/31/2020				Bank Draft: DFT0000170

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	2,232.64	0.00	0.00	0.00	2,232.64

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		2,232.64	0%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	6,582.62	0.00	0.00	0.00	6,582.62

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		6,582.62	0%

Vendor: [1512 - IRS USATAXPYMT](#)

Vendor Total: 12,693.58

INV0000161	Invoice	1/24/2020	1/24/2020	1/24/2020	1/24/2020	12,693.58	0.00	0.00	0.00	12,693.58
Federal Tax Withheld		AP Bank Code - AP Bank			No	Payment Date: 1/24/2020				Bank Draft: DFT0000172

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Social Security Withholding	NA		0.00	0.00	6,726.32	0.00	0.00	0.00	6,726.32	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				6,726.32	0%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Medicare Withholding	NA		0.00	0.00	1,573.10	0.00	0.00	0.00	1,573.10	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				1,573.10	0%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Federal Tax Withheld	NA		0.00	0.00	4,394.16	0.00	0.00	0.00	4,394.16	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
741-050-2120	FEDERAL WITHHOLDING				208.24	0%				
110-050-2120	FEDERAL WITHHOLDING				357.65	0%				
600-050-2120	FEDERAL WITHHOLDING				327.06	0%				
610-050-2120	FEDERAL WITHHOLDING				327.04	0%				
001-050-2120	FEDERAL WITHHOLDING				3,174.17	0%				

Vendor: [2249 - Kabel Business Industries](#) **Vendor Total:** 1,617.89

INV0000156	Invoice	1/24/2020	1/24/2020	1/24/2020	1/24/2020	1,617.89	0.00	0.00	0.00	1,617.89
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 1/24/2020		Bank Draft:	DFT0000167	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Deduction	NA		0.00	0.00	1,617.89	0.00	0.00	0.00	1,617.89	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
820-050-2131	SELF-FUNDED WITHHOLDING				1,617.89	0%				

Vendor: [1832 - TREASURER - STATE OF IOWA](#) **Vendor Total:** 2,099.98

INV0000160	Invoice	1/24/2020	1/24/2020	1/31/2020	1/24/2020	2,099.98	0.00	0.00	0.00	2,099.98
State Tax Withholding	AP Bank Code - AP Bank				No	Payment Date: 1/31/2020		Bank Draft:	DFT0000171	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
State Tax Withholding	NA		0.00	0.00	2,099.98	0.00	0.00	0.00	2,099.98	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
610-050-2122	STATE WITHHOLDING				136.62	0%				
600-050-2122	STATE WITHHOLDING				136.64	0%				
741-050-2122	STATE WITHHOLDING				118.91	0%				
110-050-2122	STATE WITHHOLDING				213.41	0%				
001-050-2122	STATE WITHHOLDING				1,494.40	0%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	7	26,341.27	0.00	0.00	0.00	26,341.27	26,341.27	0.00
Grand Total:		26,341.27	0.00	0.00	0.00	26,341.27	26,341.27	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	3,174.17
001-050-2122	STATE WITHHOLDING	1,494.40
001-050-2130	ICMA-RC	260.15
Total:		4,928.72

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	357.65
110-050-2122	STATE WITHHOLDING	213.41
Total:		571.06

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	8,299.42
112-050-2122	STATE WITHHOLDING	545.61
112-050-2123	IPERS WITHHOLDING	9,124.06
Total:		17,969.09

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	327.06
600-050-2122	STATE WITHHOLDING	136.64
Total:		463.70

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	327.04
610-050-2122	STATE WITHHOLDING	136.62
Total:		463.66

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	208.24
741-050-2122	STATE WITHHOLDING	118.91
Total:		327.15

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	1,617.89
Total:		1,617.89



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00101 - 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: [1274 - ICMA-RC SERVICES LLC](#) Vendor Total: 260.15

INV0000136	Invoice	1/10/2020	1/10/2020	2/27/2020	1/10/2020	260.15	0.00	0.00	0.00	260.15
Payroll Deduction	AP Bank Code - AP Bank				No					
						Payment Date: 2/27/2020				Bank Draft: DFT0000150

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	NA	0.00	0.00	260.15	0.00	0.00	0.00	260.15

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-050-2130	ICMA-RC		260.15	0%

Vendor: [0238 - IOWA WORKFORCE DEVELOPMENT](#) Vendor Total: 510.59

INV0000141	Invoice	1/10/2020	1/10/2020	4/9/2020	1/10/2020	510.59	0.00	0.00	0.00	510.59
Unemployment Insurance	AP Bank Code - AP Bank				No					
						Payment Date: 4/9/2020				Bank Draft: DFT0000155

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Unemployment Insurance	NA	0.00	0.00	510.59	0.00	0.00	0.00	510.59

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2122	STATE WITHHOLDING		510.59	0%

Vendor: [0239 - IPERS](#) Vendor Total: 8,566.16

INV0000137	Invoice	1/10/2020	1/10/2020	1/31/2020	1/10/2020	388.40	0.00	0.00	0.00	388.40
Payroll Contribution	AP Bank Code - AP Bank				No					
						Payment Date: 1/31/2020				Bank Draft: DFT0000151

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	388.40	0.00	0.00	0.00	388.40

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		388.40	100.00%

INV0000138	Invoice	1/10/2020	1/10/2020	1/31/2020	1/10/2020	8,177.76	0.00	0.00	0.00	8,177.76
Payroll Contribution	AP Bank Code - AP Bank				No					
						Payment Date: 1/31/2020				Bank Draft: DFT0000152

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	2,068.33	0.00	0.00	0.00	2,068.33

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		2,068.33	0%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	6,109.43	0.00	0.00	0.00	6,109.43

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		6,109.43	0%

Vendor: [1512 - IRS USATAXPYMT](#) Vendor Total: 12,003.20

INV0000140	Invoice	1/10/2020	1/10/2020	1/10/2020	1/10/2020	12,003.20	0.00	0.00	0.00	12,003.20
Federal Tax Withheld	AP Bank Code - AP Bank				No					
						Payment Date: 1/10/2020				Bank Draft: DFT0000154

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Social Security Withholding	NA		0.00	0.00	6,269.00	0.00	0.00	0.00	6,269.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				6,269.00	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Medicare Withholding	NA		0.00	0.00	1,466.14	0.00	0.00	0.00	1,466.14	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				1,466.14	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Federal Tax Withheld	NA		0.00	0.00	4,268.06	0.00	0.00	0.00	4,268.06	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
741-050-2120	FEDERAL WITHHOLDING				135.54	3.18%				
610-050-2120	FEDERAL WITHHOLDING				298.55	6.99%				
600-050-2120	FEDERAL WITHHOLDING				298.57	7.00%				
110-050-2120	FEDERAL WITHHOLDING				277.99	6.51%				
001-050-2120	FEDERAL WITHHOLDING				3,257.41	76.32%				

Vendor: [2249 - Kabel Business Industries](#) **Vendor Total:** 1,268.58

INV0000135	Invoice	1/10/2020	1/10/2020	1/10/2020	1/10/2020	1,268.58	0.00	0.00	0.00	1,268.58
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 1/10/2020		Bank Draft:	DFT0000149	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Deduction	NA		0.00	0.00	1,268.58	0.00	0.00	0.00	1,268.58	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
820-050-2131	SELF-FUNDED WITHHOLDING				1,268.58	0%				

Vendor: [1832 - TREASURER - STATE OF IOWA](#) **Vendor Total:** 1,950.00

INV0000139	Invoice	1/10/2020	1/10/2020	1/31/2020	1/10/2020	1,950.00	0.00	0.00	0.00	1,950.00
State Tax Withholding	AP Bank Code - AP Bank				No	Payment Date: 1/31/2020		Bank Draft:	DFT0000153	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
State Tax Withholding	NA		0.00	0.00	1,950.00	0.00	0.00	0.00	1,950.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
110-050-2122	STATE WITHHOLDING				174.47	8.95%				
741-050-2122	STATE WITHHOLDING				82.61	4.24%				
001-050-2122	STATE WITHHOLDING				1,446.43	74.18%				
600-050-2122	STATE WITHHOLDING				123.25	6.32%				
610-050-2122	STATE WITHHOLDING				123.24	6.32%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	7	24,558.68	0.00	0.00	0.00	24,558.68	24,558.68	0.00
Grand Total:		24,558.68	0.00	0.00	0.00	24,558.68	24,558.68	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	3,257.41
001-050-2122	STATE WITHHOLDING	1,446.43
001-050-2130	ICMA-RC	260.15
Total:		4,963.99

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	277.99
110-050-2122	STATE WITHHOLDING	174.47
Total:		452.46

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	7,735.14
112-050-2122	STATE WITHHOLDING	510.59
112-050-2123	IPERS WITHHOLDING	8,566.16
Total:		16,811.89

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	298.57
600-050-2122	STATE WITHHOLDING	123.25
Total:		421.82

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	298.55
610-050-2122	STATE WITHHOLDING	123.24
Total:		421.79

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	135.54
741-050-2122	STATE WITHHOLDING	82.61
Total:		218.15

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	1,268.58
Total:		1,268.58



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00120 - PYPKT00063 - 01/06/20-01/19/20

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

Vendor: [1274 - ICMA-RC SERVICES LLC](#) Vendor Total: 260.15

INV0000157	Invoice	1/24/2020	1/24/2020	2/27/2020	1/24/2020	260.15	0.00	0.00	0.00	260.15
Payroll Deduction	AP Bank Code - AP Bank				No					Bank Draft: DFT0000168
										Payment Date: 2/27/2020

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	NA	0.00	0.00	260.15	0.00	0.00	0.00	260.15

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-050-2130	ICMA-RC		260.15	0%

Vendor: [0238 - IOWA WORKFORCE DEVELOPMENT](#) Vendor Total: 545.61

INV0000162	Invoice	1/24/2020	1/24/2020	4/23/2020	1/24/2020	545.61	0.00	0.00	0.00	545.61
Unemployment Insurance	AP Bank Code - AP Bank				No					Bank Draft: DFT0000173
										Payment Date: 4/23/2020

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Unemployment Insurance	NA	0.00	0.00	545.61	0.00	0.00	0.00	545.61

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2122	STATE WITHHOLDING		545.61	0%

Vendor: [0239 - IPERS](#) Vendor Total: 9,044.84

INV0000158	Invoice	1/24/2020	1/24/2020	1/31/2020	1/24/2020	308.80	0.00	0.00	0.00	308.80
Payroll Contribution	AP Bank Code - AP Bank				No					Bank Draft: DFT0000169
										Payment Date: 1/31/2020

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	308.80	0.00	0.00	0.00	308.80

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		308.80	100.00%

INV0000159	Invoice	1/24/2020	1/24/2020	1/31/2020	1/24/2020	8,736.04	0.00	0.00	0.00	8,736.04
Payroll Contribution	AP Bank Code - AP Bank				No					Bank Draft: DFT0000170
										Payment Date: 1/31/2020

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	2,153.42	0.00	0.00	0.00	2,153.42

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		2,153.42	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	6,582.62	0.00	0.00	0.00	6,582.62

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		6,582.62	100.00%

Vendor: [1512 - IRS USATAXPYMT](#) Vendor Total: 12,693.58

INV0000161	Invoice	1/24/2020	1/24/2020	1/24/2020	1/24/2020	12,693.58	0.00	0.00	0.00	12,693.58
Federal Tax Withheld	AP Bank Code - AP Bank				No					Bank Draft: DFT0000172
										Payment Date: 1/24/2020

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Social Security Withholding	NA		0.00	0.00	6,726.32	0.00	0.00	0.00	6,726.32	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				6,726.32	0%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Medicare Withholding	NA		0.00	0.00	1,573.10	0.00	0.00	0.00	1,573.10	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				1,573.10	0%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Federal Tax Withheld	NA		0.00	0.00	4,394.16	0.00	0.00	0.00	4,394.16	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
741-050-2120	FEDERAL WITHHOLDING				208.24	0%				
110-050-2120	FEDERAL WITHHOLDING				357.65	0%				
600-050-2120	FEDERAL WITHHOLDING				327.06	0%				
610-050-2120	FEDERAL WITHHOLDING				327.04	0%				
001-050-2120	FEDERAL WITHHOLDING				3,174.17	0%				

Vendor: [2249 - Kabel Business Industries](#) **Vendor Total:** 1,617.89

INV0000156	Invoice	1/24/2020	1/24/2020	1/24/2020	1/24/2020	1,617.89	0.00	0.00	0.00	1,617.89
Payroll Deduction	AP Bank Code - AP Bank			No	Payment Date: 1/24/2020			Bank Draft:	DFT0000167	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Deduction	NA		0.00	0.00	1,617.89	0.00	0.00	0.00	1,617.89	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
820-050-2131	SELF-FUNDED WITHHOLDING				1,617.89	0%				

Vendor: [1832 - TREASURER - STATE OF IOWA](#) **Vendor Total:** 2,100.00

INV0000160	Invoice	1/24/2020	1/24/2020	1/31/2020	1/24/2020	2,100.00	0.00	0.00	0.00	2,100.00
State Tax Withholding	AP Bank Code - AP Bank			No	Payment Date: 1/31/2020			Bank Draft:	DFT0000171	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
State Tax Withholding	NA		0.00	0.00	2,100.00	0.00	0.00	0.00	2,100.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
610-050-2122	STATE WITHHOLDING				136.62	6.51%				
600-050-2122	STATE WITHHOLDING				136.65	6.51%				
741-050-2122	STATE WITHHOLDING				118.91	5.66%				
110-050-2122	STATE WITHHOLDING				213.41	10.16%				
001-050-2122	STATE WITHHOLDING				1,494.41	71.16%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	7	26,262.07	0.00	0.00	0.00	26,262.07	26,262.07	0.00
Grand Total:		26,262.07	0.00	0.00	0.00	26,262.07	26,262.07	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	3,174.17
001-050-2122	STATE WITHHOLDING	1,494.41
001-050-2130	ICMA-RC	260.15
Total:		4,928.73

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	357.65
110-050-2122	STATE WITHHOLDING	213.41
Total:		571.06

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	8,299.42
112-050-2122	STATE WITHHOLDING	545.61
112-050-2123	IPERS WITHHOLDING	9,044.84
Total:		17,889.87

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	327.06
600-050-2122	STATE WITHHOLDING	136.65
Total:		463.71

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	327.04
610-050-2122	STATE WITHHOLDING	136.62
Total:		463.66

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	208.24
741-050-2122	STATE WITHHOLDING	118.91
Total:		327.15

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	1,617.89
Total:		1,617.89



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00124 - WETLAND MITIGATION BANK

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 2305 - MCCORKLE MITIGATION BANK									Vendor Total:	24,600.00
INV0000167	Invoice	1/22/2020	1/22/2020	1/22/2020	1/22/2020	24,600.00	0.00	0.00	0.00	24,600.00
TO MITIGATE WETTLANDS	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
TO MITIGATE WETTLANDS	Service	0.00	0.00	24,600.00	0.00	0.00	0.00	24,600.00		
Distributions										
Account Number	Account Name	Project	Account Key	Amount	Percent					
350-520-6765	CAP OUTLAY			24,600.00	100.00%					

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	24,600.00	0.00	0.00	0.00	24,600.00	0.00	24,600.00
Grand Total:		24,600.00	0.00	0.00	0.00	24,600.00	0.00	24,600.00

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
350-520-6765	CAP OUTLAY	24,600.00
	Total:	24,600.00

**Tax Abatement Applications
February 3, 2020
City of Bondurant**

Name	Address	Closing Date	Cost
Brad Ballard	641 Lincoln St NE	9/25/2019	\$257,500
Dillon Tracy	625 Elizabeth Lane	12/6/2019	\$235,999
Justin Bowers	2339 SE 5 th	2/4/2020	\$210,000
John Phillippi	646 Lincoln St NE	4/1/2020	\$237,375
Mike Wakefield	921 36 th St SE	2/27/2020	\$221,400
Travis Sisson	87 Paine St SE	12/31/2019	"N/A"
Nick Goble	633 Mallard Pointe Dr NW	11/21/2019	\$323,062
Erica Abbott	721 Mallard Pointe Dr NW	9/25/2019	\$321,430
Sumitra Red Wing & Denise Dar	605 Colbie Blossom Lane NW	12/27/2019	\$257,990



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

Item No. 6d
For Meeting of 2/3/2020

TITLE: Resolution affixing a public hearing for March 2nd, 2020 on proposed Future Land Use Map update from Multi-Family Residential to Low-Density Residential and a rezoning from the General Commercial (C-2) District and Multi-Family Residential (R-3) District to the Medium Density Residential (R-2) District on the single-family detached development land within the Prairie Point View Preliminary Plat development area.

ACTION: Resolution for vote on February 3rd, 2020

CONTACT PERSON: Maggie Murray, Planning & Community Development Director

BRIEF HISTORY: On September 16th, 2019, City Council approved the Preliminary Plat for DR Horton's Prairie Point View development area. The Preliminary Plat that was reviewed noted existing Medium Density Residential (R-2) Zoning for the entire single-family detached development area – because of this zoning note, the City reviewed the Plat under the assumption it was zoned R-2. It was brought to staff's attention this week that some portions of the residential development area are not actually zoned R-2 and are either in the Multi-Family Residential (R-3) or General Commercial (C-2) Districts. The purpose of this rezoning request is to clean up those portions of the Official Zoning Map not currently zoned R-2 to allow for the single-family detached development as originally planned and approved by the Commission and Council. The area's commercial outlot along Highway 65, Outlot Z, will remain zoned as being C-2.

When a community rezones property, it needs to make sure that such rezoning is in harmony with the Future Land Use Map as part of its Comprehensive Plan. You'll see that the enclosed Future Land Use Map excerpt guides for Multi-Family Development for a portion of the requested rezoning area. The March 2nd Ordinance that will be considered by Council will include verbiage on both a Future Land Use Map update from Multi-Family Residential to Low Density Residential and also the rezoning from R-3 & C-2 to R-2 to make sure the following is met with this rezoning request:

1. That the zoning change will create consistency between the City's Future Land Use Map and Official Zoning Map.

Being considered by the Council as part of this rezoning staff report is the topic of setting a rezoning public hearing only. Again, the purpose of this rezoning request is to clean up the Official Zoning Map so that it is consistent with the single-family detached development within the Prairie Point View Preliminary Plat development area.

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 proposed Prairie Point View subdivision will be single-family detached. This new development is adjacent to existing single-family detached development to the south. The existing and proposed low density development within this area could justify an update to the City's Future Land Use Map.

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 and east.

Public Input:

As required by the City's Zoning Ordinance, letters will be 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 March 2nd staff report.

PLANNING AND ZONING COMMISSION REVIEW/RECOMMENDATION

The Planning and Zoning Commission will hold their public hearing during their meeting on February 13th, 2020. Information on P&Z's February 13th review and recommendation will be included as part of the March 3rd staff report.

ALTERNATIVES: The following options exist for City Council:

1. Approve the resolution setting the required future land use update/rezoning public hearing for March 2nd, 2020;
2. Deny the resolution setting the required future land use update/rezoning public hearing for March 2nd, 2020;
3. Table pending additional comment/feedback.

STAFF RECOMMENDATION: Staff recommends approval of the resolution setting the future land use map update/rezoning public hearing for March 2nd, 2020. Iowa Code requires a public hearing by Council prior to consideration of a rezoning ordinance.

Resolution _____ Ordinance ___ Contract ___ Other (Specify) _____

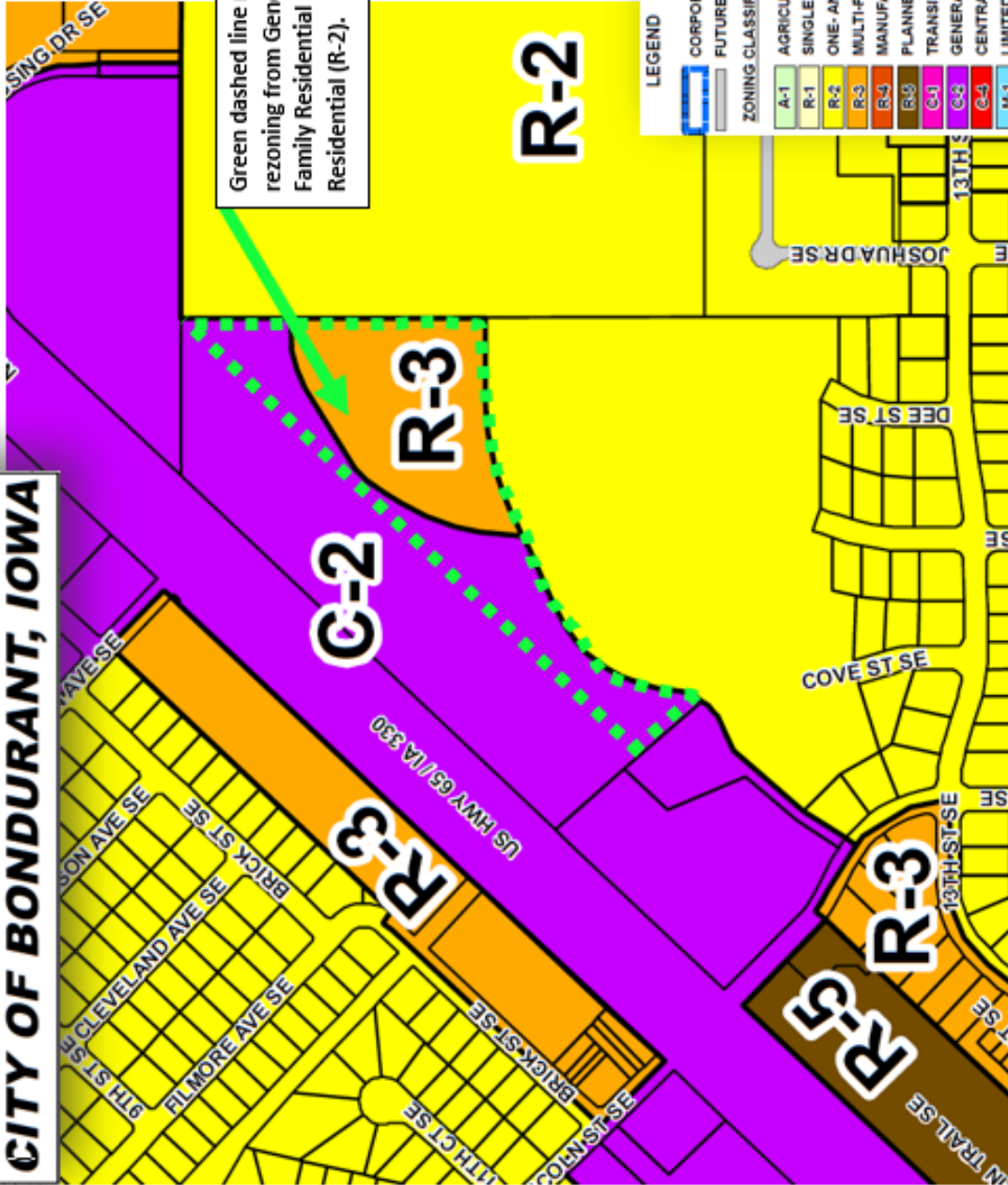
Funding Source N/A _____

APPROVED FOR SUBMITTAL _____



City Administrator

ZONING MAP CITY OF BONDURANT, IOWA



Green dashed line represents area requested for rezoning from General Commercial (C-2) and Multi-Family Residential (R-3) to Medium Density Residential (R-2).

LEGEND

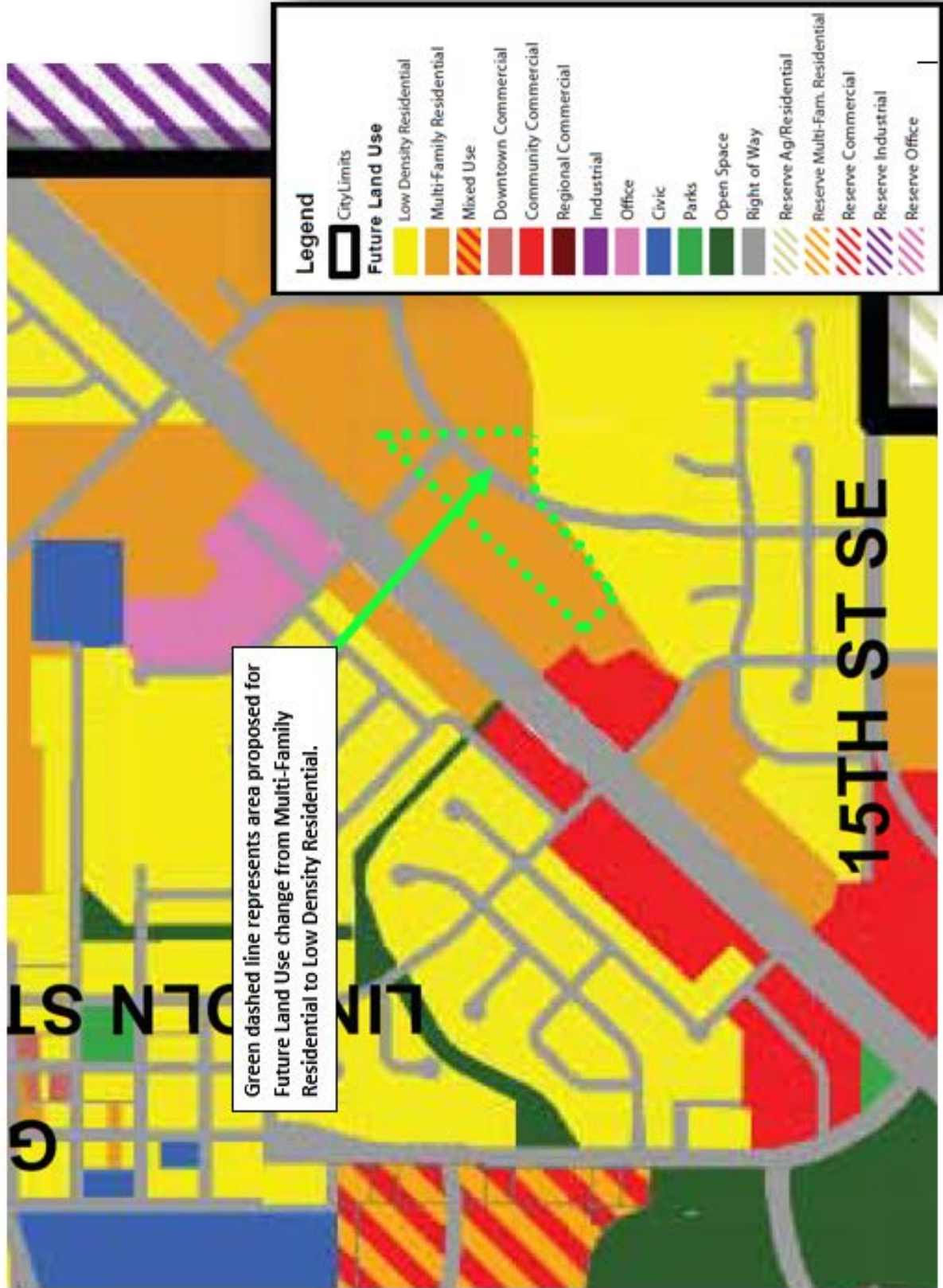
CORPORATE LIMITS
 CORPORATE LIMITS

FUTURE STREETS
 FUTURE STREETS

ZONING CLASSIFICATIONS

- A-1 AGRICULTURAL DISTRICT
- R-1 SINGLE FAMILY RESIDENTIAL DISTRICT
- R-2 ONE- AND TWO-FAMILY RESIDENTIAL DISTRICT
- R-3 MULTI-FAMILY RESIDENTIAL DISTRICT
- R-4 MANUFACTURED HOUSING RESIDENTIAL DISTRICT
- R-5 PLANNED UNIT DEVELOPMENT DISTRICT
- C-1 TRANSITIONAL COMMERCIAL DISTRICT
- C-2 GENERAL COMMERCIAL DISTRICT
- C-4 CENTRAL BUSINESS DISTRICT
- M-1 LIMITED INDUSTRIAL DISTRICT
- M-2 MEDIUM INDUSTRIAL DISTRICT
- U-1 CONSERVANCY DISTRICT

Future Land Use Map



Green dashed line represents area proposed for Future Land Use change from Multi-Family Residential to Low Density Residential.

	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

CITY OF BONDURANT
RESOLUTION NUMBER 200203-29

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE PROPOSED FUTURE LAND USE MAP UPDATE
AND REZONING OF PROPERTY

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

That the City Council of the Bondurant, Iowa, hereby proposes to change the land use from Multi-Family Residential to Low Density Residential on the following property located in Polk County, Iowa, and described as follows:

That part of the West Half of the Southeast Quarter of Section 31, Township 80 North, Range 22 West of the 5th P.M., Polk County, Iowa lying East of US Highway 65, except Clarence Oleson Vista Estates Plats 1 through 5, more particularly described as follows;

Beginning at the Southeast corner of the Northwest Quarter of said Southeast Quarter; thence North 00 degrees 12 minutes 17 seconds West, 1,319.28 feet to the Northeast corner of said Northwest Quarter of the Southeast Quarter; thence South 43 degrees 16 minutes 37 seconds West, 1,598.90 feet to the North line of Clarence Oleson Vista Estates Plat 4 recorded in Book 11800 Pages 717-729; thence South 41 degrees 08 minutes 05 seconds East, 200.13 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence with a curve turning to the right with an arc length of 65.58 feet, with a radius of 150.00 feet, with a chord bearing of South 46 degrees 57 minutes 25 seconds west, with a chord length of 65.06 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence South 65 degrees 58 minutes 28 seconds West, 85.46 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence South 40 degrees 40 minutes 09 seconds West, 234.23 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence South 45 degrees 43 minutes 24 seconds East, 129.18 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence South 29 degrees 51 minutes 00 seconds East, 117.11 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence North 72 degrees 07 minutes 16 seconds East, 177.97 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence North 79 degrees 01 minutes 35 seconds East, 60.22 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence South 87 degrees 39 minutes 07 seconds East, 164.96 feet to a corner of said Clarence Oleson Vista Estates Plat 4 also being the West line of Clarence Oleson Vista Estates Plat 5 recorded in Book 12341 Pages 792-801; thence North 11 degrees 49 minutes 02 seconds East, 6.59 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence North 13 degrees 39 minutes 55 seconds East, 55.87 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence South 89 degrees 41 minutes 22 seconds East, 130.49 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence with a curve turning to the right with an arc length of 30.15 feet, with a radius of 630.44 feet, with a chord bearing of North 20 degrees 19 minutes 23 seconds East, with a chord length of 30.14 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence North 20 degrees 39 minutes 02 seconds East, 24.80 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence South 70 degrees 16 minutes 21 seconds East, 60.00 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence South 89 degrees 57 minutes 51 seconds East, 272.51 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence South 63 degrees 45 minutes 40 seconds East, 60.14 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence with a curve turning to the right with an arc length of 23.59 feet, with a radius of 371.50 feet, with a chord bearing of South 28 degrees 53 minutes 24 seconds West, with a chord length of 23.59 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence North 89 degrees 49 minutes 21 seconds East, 168.21 feet to the Northeast corner of said Clarence Oleson Vista Estates Plat 5 also being the East line of said West Half of the Southeast Quarter; thence North 00 degrees 07 minutes 25

seconds West, 340.42 feet to the Point of Beginning, having an area of 27.45 Acres; excluding those portions already designated for Low Density Residential Use.

AND

That the City Council of the City of Bondurant, Iowa, hereby proposes to change the zoning from General Commercial (C-2) and Multi-Family Residential (R-3) to Medium Density Residential (R-2) on property in Bondurant, Polk County, Iowa described as follows:

That part of the West Half of the Southeast Quarter of Section 31, Township 80 North, Range 22 West of the 5th P.M., Polk County, Iowa lying East of US Highway 65, except Clarence Oleson Vista Estates Plats 1 through 5, more particularly described as follows;

Beginning at the Southeast corner of the Northwest Quarter of said Southeast Quarter; thence North 00 degrees 12 minutes 17 seconds West, 1,319.28 feet to the Northeast corner of said Northwest Quarter of the Southeast Quarter; thence South 43 degrees 16 minutes 37 seconds West, 1,598.90 feet to the North line of Clarence Oleson Vista Estates Plat 4 recorded in Book 11800 Pages 717-729; thence South 41 degrees 08 minutes 05 seconds East, 200.13 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence with a curve turning to the right with an arc length of 65.58 feet, with a radius of 150.00 feet, with a chord bearing of South 46 degrees 57 minutes 25 seconds west, with a chord length of 65.06 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence South 65 degrees 58 minutes 28 seconds West, 85.46 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence South 40 degrees 40 minutes 09 seconds West, 234.23 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence South 45 degrees 43 minutes 24 seconds East, 129.18 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence South 29 degrees 51 minutes 00 seconds East, 117.11 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence North 72 degrees 07 minutes 16 seconds East, 177.97 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence North 79 degrees 01 minutes 35 seconds East, 60.22 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence South 87 degrees 39 minutes 07 seconds East, 164.96 feet to a corner of said Clarence Oleson Vista Estates Plat 4 also being the West line of Clarence Oleson Vista Estates Plat 5 recorded in Book 12341 Pages 792-801; thence North 11 degrees 49 minutes 02 seconds East, 6.59 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence North 13 degrees 39 minutes 55 seconds East, 55.87 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence South 89 degrees 41 minutes 22 seconds East, 130.49 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence with a curve turning to the right with an arc length of 30.15 feet, with a radius of 630.44 feet, with a chord bearing of North 20 degrees 19 minutes 23 seconds East, with a chord length of 30.14 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence North 20 degrees 39 minutes 02 seconds East, 24.80 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence South 70 degrees 16 minutes 21 seconds East, 60.00 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence South 89 degrees 57 minutes 51 seconds East, 272.51 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence South 63 degrees 45 minutes 40 seconds East, 60.14 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence with a curve turning to the right with an arc length of 23.59 feet, with a radius of 371.50 feet, with a chord bearing of South 28 degrees 53 minutes 24 seconds West, with a chord length of 23.59 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence North 89 degrees 49 minutes 21 seconds East, 168.21 feet to the Northeast corner of said Clarence Oleson Vista Estates Plat 5 also being the East line of said West Half of the Southeast Quarter; thence North 00 degrees 07 minutes 25 seconds West, 340.42 feet to the Point of Beginning, having an area of 27.45 Acres; excluding those portions currently zoned Medium Density Residential (R-2).

A public hearing will be held on the 2nd day of March, 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 change in land use and 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 3rd day of February, 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

The City Council of the City of Bondurant, Iowa, hereby proposes to change the land use from Multi-Family Residential to Low Density Residential on the following property located in Bondurant, Polk County, Iowa described as follows:

That part of the West Half of the Southeast Quarter of Section 31, Township 80 North, Range 22 West of the 5th P.M., Polk County, Iowa lying East of US Highway 65, except Clarence Oleson Vista Estates Plats 1 through 5, more particularly described as follows;

Beginning at the Southeast corner of the Northwest Quarter of said Southeast Quarter; thence North 00 degrees 12 minutes 17 seconds West, 1,319.28 feet to the Northeast corner of said Northwest Quarter of the Southeast Quarter; thence South 43 degrees 16 minutes 37 seconds West, 1,598.90 feet to the North line of Clarence Oleson Vista Estates Plat 4 recorded in Book 11800 Pages 717-729; thence South 41 degrees 08 minutes 05 seconds East, 200.13 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence with a curve turning to the right with an arc length of 65.58 feet, with a radius of 150.00 feet, with a chord bearing of South 46 degrees 57 minutes 25 seconds west, with a chord length of 65.06 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence South 65 degrees 58 minutes 28 seconds West, 85.46 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence South 40 degrees 40 minutes 09 seconds West, 234.23 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence South 45 degrees 43 minutes 24 seconds East, 129.18 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence South 29 degrees 51 minutes 00 seconds East, 117.11 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence North 72 degrees 07 minutes 16 seconds East, 177.97 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence North 79 degrees 01 minutes 35 seconds East, 60.22 feet to a corner of said Clarence Oleson Vista Estates Plat 4; thence South 87 degrees 39 minutes 07 seconds East, 164.96 feet to a corner of said Clarence Oleson Vista Estates Plat 4 also being the West line of Clarence Oleson Vista Estates Plat 5 recorded in Book 12341 Pages 792-801; thence North 11 degrees 49 minutes 02 seconds East, 6.59 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence North 13 degrees 39 minutes 55 seconds East, 55.87 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence South 89 degrees 41 minutes 22 seconds East, 130.49 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence with a curve turning to the right with an arc length of 30.15 feet, with a radius of 630.44 feet, with a chord bearing of North 20 degrees 19 minutes 23 seconds East, with a chord length of 30.14 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence North 20 degrees 39 minutes 02 seconds East, 24.80 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence South 70 degrees 16 minutes 21 seconds East, 60.00 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence South 89 degrees 57 minutes 51 seconds East, 272.51 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence South 63 degrees 45 minutes 40 seconds East, 60.14 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence with a curve turning to the right with an arc length of 23.59 feet, with a radius of 371.50 feet, with a chord bearing of South 28 degrees 53 minutes 24 seconds West, with a chord length of 23.59 feet to a corner of said Clarence Oleson Vista Estates Plat 5; thence North 89 degrees 49 minutes 21 seconds East, 168.21 feet to the Northeast corner of said Clarence Oleson Vista Estates Plat 5 also being the East line of said West Half of the Southeast Quarter; thence North 00 degrees 07 minutes 25 seconds West, 340.42 feet to the Point of Beginning, having an area of 27.45 Acres; excluding those portions already designated for Low Density Residential Use.

AND

To change to zoning from General Commercial (C-2) and Multi-Family Residential (R-3) to Medium Density Residential (R-2) on property in Bondurant, Polk County, Iowa described as follows:

That part of the West Half of the Southeast Quarter of Section 31, Township 80 North, Range 22 West of the 5th P.M., Polk County, Iowa lying East of US Highway 65, except Clarence Oleson Vista Estates Plats 1 through 5, more particularly described as follows;

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A public hearing will be held on the 2nd day of March, 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 land use change and rezoning of said property.

CRAIG MARSHMAN,
INTERIM CITY CLERK



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

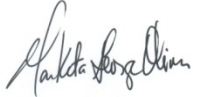
Item No. 6e
For Meeting of 02.03.20

ITEM TITLE: Resolution setting date of Public Hearing for Development Agreement with MPP

CONTACT PERSON: Marketa Oliver, City Administrator

SUMMARY EXPLANATION:

Attached is a resolution setting the date for a public hearing for MPP development agreement. The agreement has been discussed previously but had been languishing under review.

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

RECOMMENDATION: Approve resolution on a roll call vote.

RESOLUTION NO. 200203-30

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with MPP Partners, LLC, Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Bondurant, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Bondurant Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with MPP Partners, LLC (the “Company”) in connection with the construction of new industrial facilities on certain real property in the Urban Renewal Area for use in the Company’s precast concrete manufacturing business operations; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$250,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This Council shall meet on the February 24, 2020, at 6 o’clock p.m., at the Bondurant Public Library at 104 2nd Street NE, Bondurant, IA in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal

newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH MPP PARTNERS, LLC AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Bondurant, Iowa, will meet at the Bondurant Public Library at 104 2nd Street NE, Bondurant, IA on February 24, 2020, at 6 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and MPP Partners, LLC (the "Company") in connection with the construction of new industrial facilities on certain real property in the Urban Renewal Area for use in the Company's precast concrete manufacturing business operations, which Agreement provides for certain financial incentives in the form of annual appropriation incremental property tax payments to the Company in a total amount not exceeding \$250,000, as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make annual appropriation incremental property tax payments to the Company will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Bondurant Urban Renewal Area. Payments under the Development Agreement will be subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Bondurant, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Shelby Hagan
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.
Passed this 3rd day of February, 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				
Peffer				
Enos				
McKenzie				
Elrod				

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Bondurant, Iowa (the “City”) and MPP Partners, LLC (the “Company”) as of the ___ day of _____, 2020 (the “Commencement Date”).

WHEREAS, the City has established the Bondurant Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has proposed to undertake the construction of new industrial facilities (the “Project”) on the Property for use in the Company’s precast concrete manufacturing business operations; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of constructing and maintaining the Project; and

WHEREAS, the taxable base valuation of the Property for purposes of calculating Incremental Property Tax Revenues (as hereinafter defined) under this Agreement and Section 403.19 of the Code of Iowa is \$48,580 (the “Base Valuation”); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction and Operation. The Company has constructed the Project on the Property and agrees to maintain and use the completed Project as part of its business operations throughout the Term, as hereinafter defined. The Company has submitted a detailed site plan (the “Site Plan”) for the development of the Project to the City which was approved on September 18, 2017 and is set forth as Exhibit B hereto.

2. Property Tax Abatement. The Company has submitted timely application for property tax abatement for the Property under the City’s urban revitalization plan adopted pursuant to Chapter 404 of the Code of Iowa. The property tax abatement contemplated herein shall be in effect during the period beginning July 1, 2020 and continuing to and including June 30, 2023.

3. Property Taxes. The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term, as hereinafter defined, and to submit a receipt or cancelled check in evidence of each such payment.

4. Company's Certifications. The Company agrees to submit documentation to the satisfaction of the City by no later than each October 15 during the Term, as hereinafter defined, commencing October 15, 2020, demonstrating that the completed Project is being used as part of the Company's business operations.

5. Property Tax Payment Certification. The Company agrees to certify to the City by no later than October 15 of each year during the Term, as hereinafter defined, commencing October 15, 2022, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by fifty percent (50%) (the "Annual Percentage"). In submitting each such Company's Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Polk County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.5.

5. Minimum Assessment Agreement. The Company agrees to enter into an assessment agreement (the "Assessment Agreement"), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the proposed Project, at not less than Six Million Nine Hundred Eighty Thousand Dollars (\$6,980,000) (the "Minimum Assessed Valuation") as of January 1, 2022 (the "First Valuation Date"). It is intended by the Company that the Minimum Assessed Valuation shall be established on the Polk County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall be in substantially the form attached hereto as Exhibit D and shall remain in effect throughout the Term, as hereinafter defined, of this Agreement.

6. Default Provisions. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- a) Failure by the Company to commence and complete construction of the Project pursuant to the terms and conditions of this Agreement.
- b) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- c) Failure by the Company to keep the completed Project in service as part of its business operations on the Property throughout the Term, as hereinafter defined.
- d) Failure by the Company to comply with Sections A.3, A.4 or A.5 of this Agreement.

Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- a) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- b) Withhold any future Payments provided for under Section B.1 below.

B. City’s Obligations

1. Payments. In recognition of the Company’s obligations set out above, the City agrees to make four (4) semiannual economic development tax increment payments (the “Payments” and each, individually a “Payment”) to the Company during the Term, as hereinafter defined, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000) (the “Maximum Payment Total”), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Polk County Treasurer attributable to the taxable valuation of the Property.

Each Payment shall not exceed an amount which represents the amount of Incremental Property Tax Revenues available to the City with respect to the Property during the six (6) months immediately preceding each Payment date factored by the Annual Percentage.

This Agreement assumes the resulting new full taxable valuation from the Project will go on the property tax rolls as of January 1, 2022. Accordingly, Payments will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2023, and continuing through and including June 1, 2025, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, commencing in the 2022 calendar year, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2025.

3. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2023 and on June 1, 2024, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2022). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Polk County Treasurer attributable to the taxable incremental valuation of the Property in the six months immediately preceding the extant Payment due date.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Polk County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2025 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF BONDURANT, IOWA

By: _____
Curt Sullivan, Mayor

Attest:

Shelby Hagan, City Clerk

MPP PARTNERS, LLC

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Bondurant, Polk County, Iowa, bearing Polk County Property Tax Parcel Identification Number 231/0001-003-001.

EXHIBIT B

SITE PLAN

EXHIBIT C

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October _____, 20____.
- (2) Taxable Valuation of Property as of January 1, 20____:
\$_____.
- (3) Base Taxable Valuation of Property for purposes of Agreement:
\$48,580.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____ x .50 (50%) = Company's Estimate (\$_____).

EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

Preparer Information: John P. Danos, Dorsey & Whitney LLP; 801 Grand Avenue Suite 4100; Des Moines, IA 50309; (515) 283-1000

Taxpayer Information: MPP Partners, LLC

Legal Description: See Exhibit A

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the ____ day of _____, 2020, by and among the City of Bondurant, Iowa (the “City”), MPP Partners, LLC (the “Property Owner”), and the County Assessor of Polk County (the “Assessor”).

WITNESSETH

WHEREAS, the Property Owner owns the real property, the legal description of which is contained in Exhibit A attached hereto (the “Property”), which is located in the Bondurant Urban Renewal Area in the City; and

WHEREAS, the Property Owner has undertaken the construction of new industrial facilities on the Property for use in its business operations; and

WHEREAS, a development agreement (the “Development Agreement”), dated _____, 2020, has been executed between the City and the Property Owner in connection with the Property Owner’s investment in and business operations on the Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Property Owner desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 2022, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2022, the minimum actual value which shall be assessed for the Property, taking into account the improvements to be constructed thereon, shall be Six

Million Nine Hundred Eighty Thousand Dollars (\$6,980,000) until termination of this Agreement.

2. The Property Owner hereby agrees that the assessed valuation (hereinafter referred to as the “Minimum Actual Value”) set forth in Section 1 above shall become and remain effective as of January 1, 2022, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Property Owner acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation as set forth in the Development Agreement.

3. The Property Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Property Owner further agrees that until this Agreement is terminated they will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

4. This Agreement, and the minimum assessed valuation established herein, shall be effective until such time as the City’s obligations to make Payments (as defined in the Development Agreement) have been satisfied in-full.

5. Nothing herein shall be deemed to waive the Property Owner’s rights under Section 403.6(19) Code of Iowa, (2019) or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.

6. This Agreement shall be promptly recorded with the Polk County Recorder, along with a copy of Iowa Code Section 403.6.

Neither the preamble nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Property Owner, including the Development Agreement.

[Remainder of page intentionally left blank.]

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

CITY OF BONDURANT, IOWA
By _____
Chairperson

Attest:

County Auditor

MPP PARTNERS, LLC
By: _____
[Name]
Its: _____
[Title]

STATE OF IOWA)
) SS:
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020 by _____ and _____, the Mayor and City Clerk, respectively, of Bondurant, Iowa, a municipal corporation of the State of Iowa, on behalf of the City.

Notary Public

STATE OF IOWA)
)
COUNTY OF POLK) SS:

The foregoing instrument was acknowledged before me this ___ day of _____, 2020 by _____ the _____ of MPP Partners, LLC, an Iowa limited liability corporation.

Notary Public

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

Certain real property situated in the City of Bondurant, Polk County, Iowa, bearing Polk County Property Tax Parcel Identification Number 231/0001-003-001.

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than Six Million Nine Hundred Eighty Thousand Dollars (\$6,980,000) until termination of the Agreement.

County Assessor for Polk County,
State of Iowa

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public

LIENHOLDER'S CONSENT, IF ANY

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Assessment Agreement entered into between the parties, and agrees to be bound by its terms. This provision shall be binding on the parties and their respective successors and assigns.

[NAME OF LIENHOLDER]

By: _____
Signature

Date: _____

STATE OF IOWA)
) SS:
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____ the _____ of _____.

Notary Public

[Add additional pages for each Lienholder]

[If no Lienholders exist, this consent will not be completed]



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

Item No. 6f
For Meeting of 02.03.2020

ITEM TITLE: Resolution 200203-XX authorizing the City Administrator to execute an agreement with MidAmerican Energy for Gas Main Extension


CONTACT PERSON: Marketa Oliver, City Administrator

SUMMARY EXPLANATION:

The City would like to extend the gas main to Alexander Parkway NE on the east side of the Highway 65 (to the new Bondurant Industrial Park). The infrastructure is needed to assist with industrial development and future development to the north. The total of the proposal is estimated to cost \$244,263.57. The City will be billed only for the cost of the actual project. Additionally, when a new person hooks onto the line, the City receives a revenue credit and will receive a check at the end of the year.

The proposal is to pay for a portion of the project with the remainder being paid by adjacent developers. The City would pay \$170,000 of the cost. The City would be the project holder.

This proposal brings essential infrastructure to a number of future businesses as well as will be available for future development. The City anticipates including this area in a TIF district to underwrite the expenditures.

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

RECOMMENDATION: Approve resolution on a roll call vote.

CITY OF BONDURANT
RESOLUTION NO. 200203-31

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH
MIDAMERICAN ENERGY FOR GAS MAIN EXTENSION

WHEREAS, the City of Bondurant wishes to meet the needs of its citizens, both individual citizens as well as its businesses; AND

WHEREAS, the City recognizes the need for natural gas infrastructure; AND

WHEREAS, the City has a proposal from MidAmerican Energy to install natural gas infrastructure in an amount of \$244,263.57; AND

WHEREAS, the City will be billed only for the actual amount of the project; AND

WHEREAS, the City would partner with area developers to share the cost of this project; AND

WHEREAS, the City legal counsel will review a contract for this work for legal soundness.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bondurant, Iowa, does hereby authorize the City Administrator to execute an agreement with MidAmerican Energy for Gas Main Extension.

Passed this 3rd day of February, 2019,

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
Enos				
Elrod				
Peffer				
Cox				
Mackenzie				



MidAmerican Energy
PO Box 657
Des Moines, IA 50306

1/27/2020

City of Bondurant
Attn: Marketa Oliver
Moliver@cityofbondurant.com

Reference: Installation of 3,650' of 6" plastic gas main to serve Bondurant Industrial Park,
HWY 65, Bondurant, IA – WMIS: 2796112

Dear Ms. Oliver:

The enclosed drawing shows MidAmerican Energy Company's proposal for providing gas main at the above location. The applicant charge for this installation is \$244,263.57 which is a refundable Advance for Construction. This proposal is valid for 90 days and if MidAmerican Energy Company construction has not commenced within 12 months it may be voided.

The Applicant Agrees To:

1. Provide without cost to MidAmerican Energy Company such easements as are necessary for the installation and maintenance of MidAmerican Energy Company's facilities on private property.
2. The undersigned does hereby certify that the structure noted above, if intended primarily for human occupancy and if completed after April 1, 1984, meets the energy conservation standards as contained in the Iowa Administrative Code Section 661-16.800 sometimes known as the "State Building Code Thermal and Lighting Efficiency Standards."
3. Grade the service route to within four (4) inches of final grade and clear the route of construction materials, obstructions, trees, etc. Extra costs for additional excavation beyond normal trenching operations due to unforeseen underground obstructions shall be paid by the applicant.
4. Locate all underground facilities such as storm and sanitary sewer, septic lines, underground electric cable, communication cable, irrigation systems and water lines that are not located by members of One Call. MidAmerican Energy Company assumes no liability for private facilities not located.

1/27/2020

Page 3

MidAmerican Energy Company installed facilities will remain the property of MidAmerican Energy Company.

If this proposal is satisfactory, please sign and return one (1) copy of this letter to me.

MidAmerican Energy Company will release the work for scheduling upon receipt of a signed proposal, easement, payment of \$244,263.57, and site readiness. Please keep us advised of your plans so we may schedule our construction work at the appropriate time. If you have any questions please call me at (515) 281-2291.

Please allow a minimum of ten (10) working days notice when requesting your gas meter.

Sincerely,

MidAmerican Energy Company



Sarah Lulow

Customer Project Coordinator

Enclosure: Design Map

Accepted By: _____

Date: _____ Date Service Required: _____

5. It is specifically understood and agreed that the Applicant must certify that all of the above requirements shall be met or this Agreements shall be deemed null and void.

The Advance for Construction is subject to refund based on the following terms and conditions if additional customer(s) are connected:

1. Advance for construction payment shall not accrue interest.
2. Advance payment shall be subject to refund to the Applicant for a ten-year period from the date of the original advance payment.
3. Refunds shall be equal to three times estimated base revenue for each new customer connecting to the distribution extension; to the extent the base revenue exceeds the additional distribution costs incurred by MidAmerican Energy Company to serve individual customers.
4. The refund shall be equal to three times one year's actual use, less fuel expense costs.
5. Refunds will be made on the anniversary date of this Proposal.
6. MidAmerican Energy Company will make no refunds for revenue received after ten (10) years from the date of this Proposal.
7. At no time shall the total of refunds exceed the original Advance for Construction payment.
8. MidAmerican Energy Company will make no refunds for customers served from a further extension of the above described gas main extension.

If MidAmerican Energy Company is required to start construction of gas facilities during the winter season, the work will be subject to an additional winter construction charge.

It is MidAmerican Energy Company's responsibility to see that the various utility companies' facilities are located before our construction. This includes electric, natural gas, telephone, cable television, and generally water. It is the owner's responsibility to see that any privately owned systems such as water systems, irrigation systems, drain pipes, septic lines and underground wiring are located before MidAmerican Energy Company's construction. MidAmerican Energy Company assumes no liability for private facilities that are not located.




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

Item No. 6g
For Meeting of 02.03.2020

ITEM TITLE: Resolution approving the Revised 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. There has been a slight revision to the language related to the equipment provided by the City.

<input checked="" type="checkbox"/> Resolution _____ Ordinance _____ Contract _____ 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. 200203-32

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 3r day of February, 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, 2020 through October 31, 2023, with the renewal dates of November 1, 2023 through October 31, 2026. 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 utility tractor.
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. 6h
For Meeting of 2/3/2020

ITEM TITLE: Resolution affixing a public hearing date for March 2nd to hear comments on the proposed Sankey 80-20 annexation.

CONTACT PERSON: Maggie Murray, Planning & Community Development Director

BRIEF HISTORY: In December 2019 the City of Bondurant received the enclosed annexation request by Sandra Miller, Trustee of the Ethel C Sankey Trust (owner) for voluntary annexation of 34.71 acres to be annexed into the City of Bondurant's city limits. This annexation application was submitted as a result of the proposed single-family detached development within this 34.71 acres; for zoning/land use questions, please see the corresponding rezoning staff report and ordinance. Upon review of the voluntary annexation request, staff noticed that this land cannot be annexed without also annexing two additional parcels currently outside of Bondurant's city limits; reasoning - Iowa Code prohibits annexations that create islands of unincorporated land surrounded by city limits. Please see the enclosed maps showing the existing city limits and also the area currently proposed for 80-20 annexation. These two additional parcels proposed as part of this current annexation include:

- 1. Parcel # 200/00330-001-000**
 - **Owner:** Robert & Linda Pitt
 - **Physical Address:** 8360 NE 72nd Street, Bondurant, IA 50035
 - **Acres Included in Annexation Area:** 1.50 acres
- 2. Parcel # 200/00330-004-000**
 - **Owner:** Bill Barnes Inc
 - **Physical Address:** None Listed
 - **Acres Included in Annexation Area:** 0.50 acres

Iowa Code specifies processes for the following types of annexation applications:

1. 100% voluntary annexation, not within an urbanized area of another city;
2. 100% voluntary annexation, within an urbanized area of another city;
3. 80% voluntary/20% involuntary, not within an urbanized area of another city;
4. 80% voluntary/20% involuntary, within an urbanized area of another city; and
5. Involuntary

This annexation request will be considered an 80% voluntary/20% involuntary, not within the two-mile urbanized area of another community (Iowa Code 368.7(1)). Iowa Code requires City Council to hold a public hearing prior to voting on a resolution considering approval of an annexation request. After Council's consideration of the annexation resolution after the public hearing, the City will send its annexation files to the State's City Development Board for review of this annexation. For consideration tonight is approval of the resolution setting the required public hearing only.

The total amount of land proposed for annexation as part of this 80-20 request is 36.71 acres. This land proposed for annexation is situated in unincorporated Polk County just north of the existing residential Sankey Summit Plat 1. This 36.71 acres also includes annexation of the west 1/2 of Grant Street North/NE 72nd Street adjacent to the annexation area.

ANALYSIS: Further analysis on the annexation will be provided as part of the March 2nd, 2020 staff report. While further analysis will be provided in the March staff report, it should be noted that staff is currently in discussions with Robert & Linda Pitt, property owners of the existing house at 8630 NE 72nd Street, regarding potentially signing a request to be annexed voluntarily – an update on this will be included as part of the March staff report.

ALTERNATIVES: The following options exist for City Council:

1. Approve the resolution setting the required annexation public hearing for March 2nd, 2020;
2. Deny the resolution setting the required annexation public hearing for March 2nd, 2020;
3. Table pending additional comment/feedback.

STAFF RECOMMENDATION: Staff recommends approval of the resolution setting the annexation public hearing for March 2nd, 2020. An annexation public hearing is required by Iowa Code.

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

Ethel C Sankey Trust Annexation Application

**APPLICATION FOR ANNEXATION
CITY OF BONDURANT,
POLK COUNTY, IOWA**

TO THE CITY COUNCIL OF THE CITY OF BONDURANT, POLK COUNTY, IOWA

I/ We, being the owner(s) of the following described territory adjoining the City of Bondurant, Polk County, Iowa:

THE EAST 832.00 FEET EXCEPT THE SOUTH 735 FEET OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA. *Ethel C Sankey Trust voluntary annexation legal description continued in Exhibit A*

Hereby make application to the Honorable Mayor and City Council to assent by resolution to such territory becoming a part of the City of Bondurant, Polk County, Iowa. Attached is a plat of such territory showing the situation thereof with reference to the existing corporate limits of the city.

Dated this 24 day of December, 2019

Name of Owner(s): Ethel C Sankey Trust

Sandra Miller, Trustee

Address of Owner(s): 2116 Crown Flair Dr.

West Des Moines, IA 50265

Signature of Owner(s): Sandra Miller Trustee

Filed with the City of Bondurant, Polk County, Iowa City Clerk on the 24 day of December, 2019

File this application with the Bondurant City Center, 200 Second Street,
Northeast, Post Office Box 37, Bondurant, Iowa 50035-0037.

Ethel C Sankey Trust Annexation Application (Continued)

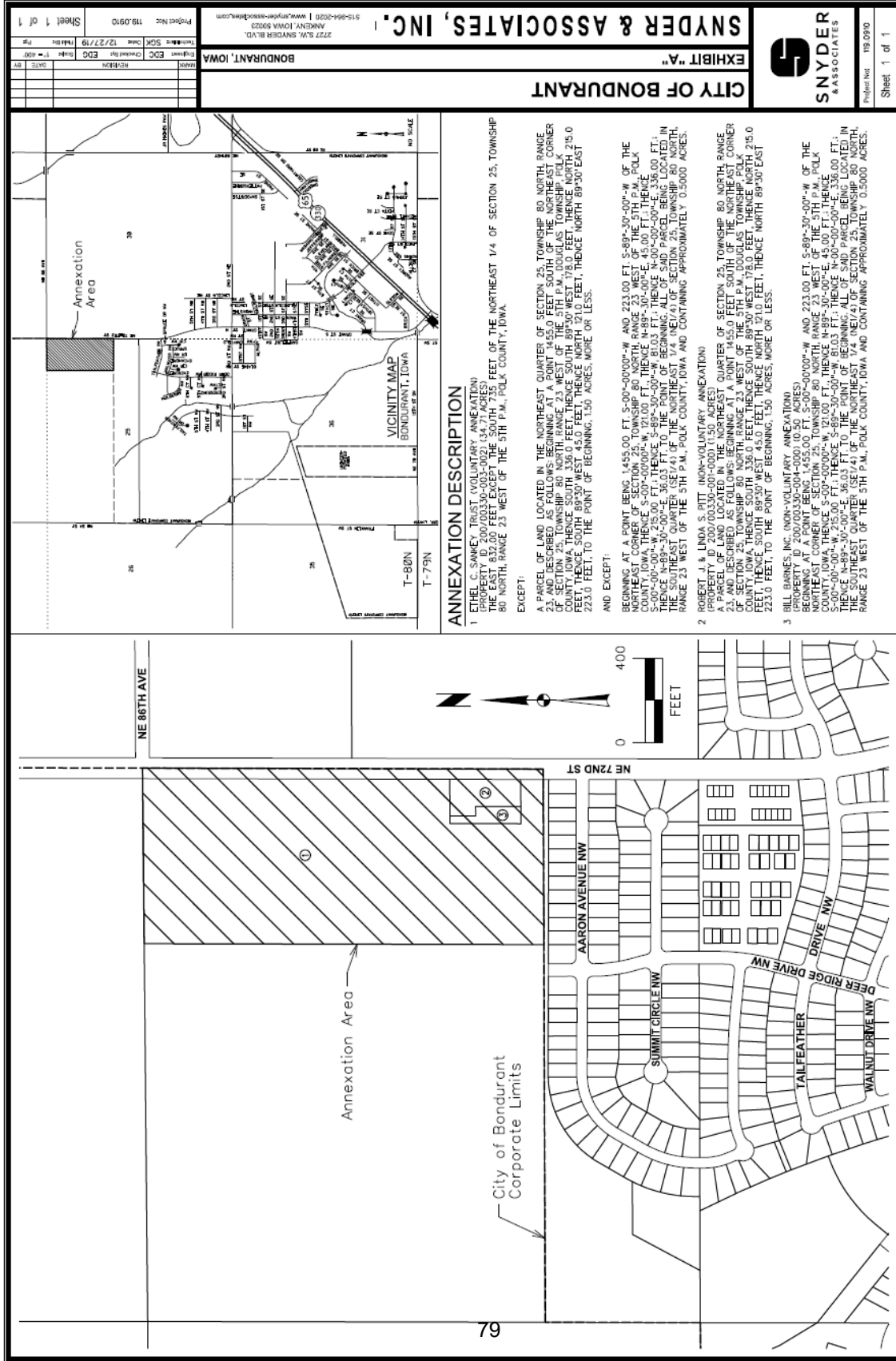
EXCEPT:

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.

Annexation Area Map (Close-Up)



ANNEXATION DESCRIPTION

1 ETHEL C. SANNEY TRUST (VOLUNTARY ANNEXATION)
 (PROPERTY ID: 200700330-003-0021 (34.71 ACRES)
 THE EAST 832.00 FEET EXCEPT THE SOUTH 735 FEET OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP
 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

EXCEPT:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE
 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 455.0 FEET SOUTH OF THE NORTHEAST CORNER
 OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., DOUGLASS TOWNSHIP, POLK
 COUNTY, IOWA, THENCE SOUTH 89°30'00" WEST 178.0 FEET, THENCE NORTH 2°15'0
 0" WEST 178.0 FEET, THENCE SOUTH 89°30'00" WEST 178.0 FEET, THENCE NORTH 89°30'00" EAST
 223.0 FEET TO THE POINT OF BEGINNING, 1.30 ACRES, MORE OR LESS.

AND EXCEPT:

BEGINNING AT A POINT BEING 1455.00 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 1455.00 FT., THENCE S-89°-30'-00"-W 223.00 FT.,
 S-00°-00'-00"-W 1455.00 FT., THENCE S-89°-30'-00"-W 223.00 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.

2 ROBERT J. & LINDA S. PITT (NON-VOLUNTARY ANNEXATION)
 (PROPERTY ID: 200700330-001-0001 (1.50 ACRES))

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE
 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 455.0 FEET SOUTH OF THE NORTHEAST CORNER
 OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., DOUGLASS TOWNSHIP, POLK
 COUNTY, IOWA, THENCE SOUTH 336.0 FEET, THENCE SOUTH 89°30'00" WEST 178.0 FEET, THENCE NORTH 2°15'0
 0" WEST 178.0 FEET, THENCE SOUTH 89°30'00" WEST 178.0 FEET, THENCE NORTH 89°30'00" EAST
 223.0 FEET TO THE POINT OF BEGINNING, 1.50 ACRES, MORE OR LESS.

3 BILL BARNES, INC. (NON-VOLUNTARY ANNEXATION)
 (PROPERTY ID: 200700330-001-0001 (1.50 ACRES))

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE
 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 455.0 FEET SOUTH OF THE NORTHEAST CORNER
 OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., DOUGLASS TOWNSHIP, POLK
 COUNTY, IOWA, THENCE S-00°-00'-00"-W 29.00 FT., THENCE N-89°-30'-00"-E 45.00 FT., THENCE
 S-00°-00'-00"-W 29.00 FT., THENCE S-89°-30'-00"-W 45.00 FT., THENCE N-89°-30'-00"-E 45.00 FT.,
 THENCE S-00°-00'-00"-W 29.00 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.

		Project No: 19.0990 Sheet 1 of 1
CITY OF BONDURANT EXHIBIT "A"		
SNYDER & ASSOCIATES, INC. 515-984-0200 www.snyder-blackburn.com 2727 S.W. SNYDER BLVD. ANKENY, IOWA 50023		
Project No: 19.0990 Date: 12/27/19 Scale: 1" = 400' Prepared by: EDC Checked by: EDC Date: 12/27/19	Project No: 19.0990 Date: 12/27/19 Scale: 1" = 400' Prepared by: EDC Checked by: EDC Date: 12/27/19	Project No: 19.0990 Date: 12/27/19 Scale: 1" = 400' Prepared by: EDC Checked by: EDC Date: 12/27/19

Aerial Imagery Map – Showing Existing City Limits

Area Map – Existing City of Bondurant City Limits



CITY OF BONDURANT
RESOLUTION NUMBER 200203-33

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE PROPOSED 80-20 ANNEXATION OF
TERRITORY INTO THE CITY OF BONDURANT, IOWA

WHEREAS, the City of Bondurant will hold a public hearing regarding the annexation of property under the 80-20 voluntary annexation provision of the Iowa Code (Section 368.7(1)). This area proposed for annexation is comprised of 36.71 acres and is legally described as follows

THE EAST 832.00 FEET EXCEPT THE SOUTH 735 FEET OF THE NORTHEAST ¼ OF SECTION 25,
TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; AND

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

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.

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

A public hearing will be held on the 2nd day of March, 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 80-20 annexation 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 3rd day of February, 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

Bondurant City Council will hold a public hearing regarding the annexation of property under the 80-20 voluntary annexation provision of the Iowa Code (Section 368.7(1)). This area proposed for annexation is comprised of 36.71 acres and is legally described as follows:

THE EAST 832.00 FEET EXCEPT THE SOUTH 735 FEET OF THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; AND

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

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.

City Council will hold this public hearing on the 2nd day of March, 2020, 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 annexation of said property.

CRAIG MARSHMAN,
INTERIM CITY CLERK



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

Item No. 6i
For Meeting of 02.03.20

ITEM TITLE: Resolution approving City Hall Furniture Purchase

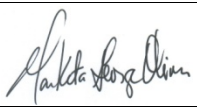
CONTACT PERSON: Jene Jess, Finance Director

SUMMARY EXPLANATION:

As part of the City Hall renovation, the City Hall furniture is scheduled for replacement. Staff is currently working with multiple vendors to determine the best prices and quality items. The need to order furniture is pressing, given the lead time for delivery.

Furniture needs include: 60 audience chairs (Council Chambers); six desk systems; 4 credenzas; 10 task chairs, 11 filing cabinets, 16 side chairs, a drop-down table (mounted to wall); 2 conference tables (1 large and 1 small); 22 conference chairs, 8 tablet chairs, and 4 additional armless side seats.

The attached resolution authorizes staff to evaluate proposals and order the necessary furnishings, in an amount not to exceed the budgeted amount of \$80,000.

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

RECOMMENDATION: Approve resolution on a roll call vote.

CITY OF BONDURANT
RESOLUTION NO. 200203-34

RESOLUTION APPROVING CITY HALL FURNITURE PURCHASE

WHEREAS, the City upgraded audiovisual capabilities throughout City Hall; AND

WHEREAS, the City plans to purchase 60 audience chairs (Council Chambers); six desk systems; 4 credenzas; 10 task chairs, 11 filing cabinets, 16 side chairs, a drop-down table (mounted to wall); 2 conference tables (1 large and 1 small); 22 conference chairs, 8 tablet chairs, and 4 additional armless side seats; and

WHEREAS, City staff is working with multiple vendors to secure the most favorable proposal for the highest quality items.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the furniture purchase in an amount not to exceed \$80,000 is approved.

Passed this 3rd day of February, 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				
Peffer				
Enos				
McKenzie				
Elrod				



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


Item No. 6j
For Meeting of 02.03.20

ITEM TITLE: Resolution approving agreement with Embark for Audio Visual Equipment and Services

CONTACT PERSON: Jene Jess, Finance Director

SUMMARY EXPLANATION:

As part of the City Hall renovation, the City Council Chambers will receive a much needed upgrade in audiovisual capabilities. The plan is to include monitors at the dais to provide access to packets, microphones, monitors hung on each wall for the audience access to packets, and audio recording abilities. The proposal includes installation of all equipment in the Chambers. The proposal also includes equipment and installation for the conference room in the administration side of City Hall and for the installation of a monitor in the lobby.

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

RECOMMENDATION: Approve resolution on a roll call vote.

CITY OF BONDURANT
RESOLUTION NO. 200203-35

RESOLUTION APPROVING AGREEMENT WITH EMBARK FOR AUDIO VISUAL EQUIPMENT AND SERVICES

WHEREAS, the City is working to upgraded audiovisual capabilities throughout City Hall as part of the renovation project; AND

WHEREAS, Embark has submitted a proposal to provide equipment and installation for the City Council Chambers that will include monitors for the Council dais as well as hung monitors for the audience, microphones, and audio recording capabilities; and

WHEREAS, the proposal also included monitors and installation services for the main conference room and the lobby.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Embark proposal is approved in an amount not to exceed \$55,000.

Passed this 3rd day of February, 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				
Peffer				
Enos				
McKenzie				
Elrod				



We have prepared a quote for you

City Council Chamber 1/24/2020

Quote # LH043010
Version 1

Prepared for:

City of Bondurant

Marketa Oliver
moliver@cityofbondurant.com



Tuesday, January 28, 2020

City of Bondurant
Marketa Oliver
200 2nd Street NE
Bondurant, IA 50035
moliver@cityofbondurant.com

Dear Marketa,









As discussed, here is a preliminary quote for the products/services you requested.


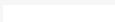






Does this reflect everything we discussed, and what you expected? If not, let us know, and we can quickly revised the quote to reflect your needs.











If the quote is on target, tell us how you want to proceed.












Please note, in lieu of the impending tariffs, all quotes are only good for 24 hours.







Lenore Hamill
Senior Account Executive
Headquarters

Council Chamber Hardware		Price	Qty	Ext. Price
Video system				
Board Members Monitors – each display Shall be shared between 2 board members				
The Monitor Displays and the mounts will be order at a later date.				
Large display - Audience				
LG Digital Signage Display - 65" LCD - 3840 x 1080 - LED - 400 Nit - 2160p - HDMI - USB - SerialEthernet - Black - TAA Compliant		\$1,225.00	2	\$2,450.00
Peerless Solid-Point Flat Panel Straight Column Ceiling Mount - 225lb		\$240.00	2	\$480.00
Peerless Solid-Point Flat Panel Straight Column Ceiling Mount - 225lb				
Peerless-AV Mounting Extension for Flat Panel Display, Projector - Black - 900 lb Load Capacity		\$80.00	2	\$160.00
Peerless Truss Ceiling Adapter - Steel - 1200 lb		\$35.00	2	\$70.00
Peerless Truss Ceiling Adapter - Steel - 1200 lb				
Video distribution equipment.				
Kramer 8x8 4K60 4:2:0 HDMI Matrix Switcher with Audio Embedding/De-Embedding - 4096 x 2160 - 4K - 8 x 8 - 8 x HDMI Out		\$4,200.00	1	\$4,200.00
Kramer 8x8 4K60 4:2:0 HDMI Matrix Switcher with Audio Embedding/De-Embedding - 4096 x 2160 - 4K - 8 x 8 - 8 x HDMI Out				
Kramer VM-4H2 1:4 4K HDR HDMI DA		\$495.00	2	\$990.00
Kramer VM-4H2 1:4 4K HDR HDMI DA				
Kramer HDMI, Bidirectional RS-232 & IR over HDBaseT Twisted Pair Receiver - 1 Output Device - 229.66 ft Range - 1 x Network (RJ-45) - 1 x HDMI Out - Serial Port - 4096 x 2160		\$222.00	2	\$444.00
Kramer HDMI, Bidirectional RS-232 & IR over HDBaseT Twisted Pair Receiver - 1 Output Device - 229.66 ft Range - 1 x Network (RJ-45) - 1 x HDMI Out - Serial Port - 4096 x 2160				
Kramer HDMI, Bidirectional RS-232 & IR over HDBaseT Twisted Pair Transmitter - 1 Input Device - 229.66 ft Range - 1 x Network (RJ-45) - 1 x HDMI In - Serial Port - 4096 x 2160 - Rack-mountable		\$222.00	2	\$444.00
Kramer HDMI, Bidirectional RS-232 & IR over HDBaseT Twisted Pair Transmitter - 1 Input Device - 229.66 ft Range - 1 x Network (RJ-45) - 1 x HDMI In - Serial Port - 4096 x 2160 - Rack-mountable				

Council Chamber Hardware		Price	Qty	Ext. Price
Video distribution for Conference room and break room				
Kramer 4K60 4:2:0 HDCP 2.2 Video Decoder - Functions: Video Decoding, Video Scaling, Video Streaming, Audio Decoder, Audio Encoder - 4096 x 2160 - Network (RJ-45) - USB - Audio Line In - Audio Line Out		\$675.00	2	\$1,350.00
Kramer decoder				
Kramer 4K60 4:2:0 HDCP 2.2 Video Encoder - Functions: Video Encoding, Video Streaming, Video Scaling, Audio Encoder, Audio Decoder, Audio Embedding - 4096 x 2160 - Network (RJ-45) - USB - Audio Line In - Audio Line Out		\$675.00	1	\$675.00
Kramer Encoder				
Audio System				
Sound reinforcement System				
QSC Amplifier - 400 W RMS - 2 Channel - 20 Hz to 20 kHz		\$560.00	1	\$560.00
QSC AC-C6T 6.5" 2-Way Ceiling Speaker, 70/100V With C-ring And Rails		\$175.00	12	\$2,100.00
Board Members Microphones				
Shure Microflex Desktop Base		\$283.00	7	\$1,981.00
Shure MX415LPDF/C 15" Shock-Mounted Cardioid Gooseneck Mic With Green/Red LED Ring, No Preamp		\$265.00	7	\$1,855.00
Wireless Microphone system for Podium - 15 inch Gooseneck				
Shure Diversity Receiver with Logic Output - 24 MHz Operating Frequency		\$380.00	1	\$380.00
Shure Microflex Wireless Desktop Base		\$389.00	1	\$389.00

Council Chamber Hardware		Price	Qty	Ext. Price
15'SHOCK-MONTD GOOSENECK, CARDIOID, PREAMPLIFIER		\$288.00	1	\$288.00
2nd wireless mic system with a Handheld mic				
SLX Series Single-Channel Wireless Mic System With SM58 Handheld		\$599.00	1	\$599.00
Audio Recording System				
Denon DN-700R NeTwork SD / USB Recorder		\$599.00	1	\$599.00
SanDisk Extreme Pro 32 GB UHS-I (U3) SDHC - UHS-I (U3)		\$16.00	2	\$32.00
Digital Audio Processor				
Unified Core with 24 local audio I/O channels, 128 Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.		\$2,800.00	1	\$2,800.00
Audio Out for Media - Mult Box				
Whirlwind WP1B/1FW Single Gang Wallplate With XLR Connector, Black		\$28.00	1	\$28.00
Whirlwind PRESSMITE Active Press Box with 1 Mic/Line in to 12 Mic/2 Line Out		\$1,121.00	1	\$1,121.00
Control system				
16-Port Master Room Controller Compact 16-Port Master Room Controller Compact		\$730.00	1	\$730.00
7" S1 tabletop/in-wall Black Touch Panel 7" S1 tabletop/in-wall Black Touch Panel		\$1,150.00	1	\$1,150.00
Netgear ProSAFE GS516TP Ethernet Switch - 16 Ports - Manageable - 2 Layer Supported - PoE Ports - Desktop, Rack-mountable - Lifetime Limited Warranty		\$275.00	1	\$275.00
Station Command Center				

Council Chamber Hardware		Price	Qty	Ext. Price
Viewsonic 24" Full HD WLED LCD Monitor - 16:9 - Black - 1920 x 1080 - 16.7 Million Colors - 300 Nit - 5 ms - HDMI - VGA		\$125.00	2	\$250.00
Tripp Lite Dual-Monitor TV Desktop Display Mount Stand Full Motion 13"- 27" - Up to 27" Screen Support - 52 lb Load Capacity - 46" Height x 80.5" Width x 25.4" Depth - Desktop - Steel - Black		\$88.00	1	\$88.00
HP EliteDesk 800 G4 Desktop Computer - Core i7 i7-8700 - 16 GB RAM - 512 GB SSD - Small Form Factor - Windows 10 Pro 64-bit - Intel UHD Graphics 630 - DVD-Writer - English Keyboard		\$1,318.97	1	\$1,318.97
Wireless Presentation System				
WIRELESS PRESENTATION & COLLABORATION HU WIRELESS PRESENTATION & COLLABORATION HU		\$800.00	1	\$800.00
Kramer VIA Pocket Pad Holder - 8.5" x 8.7" x 5.3" 7291063076580		\$60.00	1	\$60.00
Wireless Presentation Dongle 7291063075583		\$99.00	2	\$198.00
Equipment Rack				
Tripp Lite 12U Wall Mount Rack Enclosure Server Cabinet Hinged Doors/Sides - 19" 12U , Wall Mounted		\$350.00	1	\$350.00
Tripp Lite PDU Single Phase Basic 120V Outlets 13 5-15R 5-15P 15ft cord 1U RM - 13 x NEMA 5-15R - 15 - 1U 19" Rack-mountable Tripp Lite PDU Single Phase Basic 120V Outlets 13 5-15R 5-15P 15ft cord 1U RM - 13 x NEMA 5-15R - 15 - 1U 19" Rack-mountable		\$80.00	1	\$80.00
Tripp Lite Rack Enclosure Cabinet Cantilever Fixed Shelf 60lb Capacity 2URM - 2U Rack Height - Black - Cold-rolled Steel (CRS) - 59.52 lb Maximum Weight Capacity		\$60.00	2	\$120.00
Tripp Lite Rack Enclosure Cabinet Cantilever Fixed Shelf 40lb Capacity 1URM - 1U Rack Height - Black - Cold-rolled Steel (CRS) - 40 lb Maximum Weight Capacity		\$55.00	2	\$110.00
HDMI Cabling				
Active High Speed HDMI Cable with Ethernet -50" Active High Speed HDMI Cable with Ethernet -50"		\$129.59	1	\$129.59

Council Chamber Hardware		Price	Qty	Ext. Price
Active High Speed HDMI Cable with Ethernet -50" Active High Speed HDMI Cable with Ethernet -35"		\$80.62	1	\$80.62
Kramer High-Speed HDMI Cable with Ethernet - 25 ft HDMI A/V Cable for Audio/Video Device - First End: 1 x HDMI Male Audio/Video - Second End: 1 x HDMI Male Audio/Video Kramer High-Speed HDMI Cable with Ethernet - 25 ft HDMI A/V Cable for Audio/Video Device - First End: 1 x HDMI Male Audio/Video - Second End: 1 x HDMI Male Audio/Video		\$39.93	1	\$39.93
Kramer High Speed HDMI Cable with Ethernet - 20 ft HDMI A/V Cable for Audio/Video Device, A/V Receiver, Plasma, LCD TV, PlayStation 3, Home Theater System - First End: 1 x HDMI Male Digital Audio/Video - Second End: 1 x HDMI Male Digital Audio/Video - 2.2 Kramer High-Speed HDMI Cable with Ethernet - HDMI for Audio/Video Device - 15 ft - 1 x HDMI Male Audio/Video - 1 x HDMI Male Audio/Video		\$31.67	1	\$31.67
Kramer High-Speed HDMI Cable with Ethernet - 15 ft HDMI A/V Cable for Audio/Video Device - First End: 1 x HDMI Male Audio/Video - Second End: 1 x HDMI Male Audio/Video Kramer High-Speed HDMI Cable with Ethernet - HDMI for Audio/Video Device - 10 ft - 1 x HDMI Male Audio/Video - 1 x HDMI Male Audio/Video		\$23.00	1	\$23.00
Kramer High-Speed HDMI Cable with Ethernet - 10 ft HDMI A/V Cable for Audio/Video Device - First End: 1 x HDMI Male Audio/Video - Second End: 1 x HDMI Male Audio/Video Kramer High-Speed HDMI Cable with Ethernet - HDMI for Audio/Video Device - 6 ft - 1 x HDMI Male Audio/Video - 1 x HDMI Male Audio/Video		\$18.82	3	\$56.46
Kramer High-Speed HDMI Cable with Ethernet - 6 ft HDMI A/V Cable for Audio/Video Device - First End: 1 x HDMI Male Audio/Video - Second End: 1 x HDMI Male Audio/Video Kramer High-Speed HDMI Cable with Ethernet - HDMI for Audio/Video Device - 6 ft - 1 x HDMI Male Audio/Video - 1 x HDMI Male Audio/Video		\$15.82	11	\$174.02
			Subtotal:	\$30,060.26

Council Chamber Services		Price	Qty	Ext. Price
Tech Services Installation services per SOW  Installation services		\$15,620.00	1	\$15,620.00

Overview – AV system Upgrade and Integration

City of Bondurant is looking for AV services to Install a new Audio-Visual system into their recently remodel City Council chamber and meeting room. The new system shall include new sound reinforcement system, new microphone system, new displays for council members and large display for the audience, and all other control necessary for the easy management of the system.

Overview – Solution

EmbarcIT, Inc. shall provide all labor, travel, material, software, supervision, and administration necessary to install a new Audio-Visual system for the City of Bondurant in the city Council chamber.



Council Chamber Services	Price	Qty	Ext. Price
Deliverables			
Video System			
Board Members Monitors:			
Monitors shall be install at a later date, this quote does not includes the hardware, but it does includes the installation services to mount, install and connect the monitors and mounts.			
Large display – Audience:			
Embark shall install two 65-inch UHD Commercial TV/displays with ceiling mounts and full rotation allowing the display to be install anywhere in the room. (Exact location to be determined. Most likely on sides (one near command center)			
Features:			
<ul style="list-style-type: none"> • 3-year warranty on displays • Network Based Control • 400Nit. (Bright Displays) 			
Video distribution equipment:			
Embark shall install a video distribution system with all the necessary cabling and control components to allow the system to route any of the inputs to the 2 display or /and the board members monitors/displays.			
From the Station commander the end user will be able to same or different content to 3 different outputs. (Large TV 1, Large TV 2, and all board member monitors) a very versatile system that allows custom or Board member content “only” to be sent to their monitors.			
Features:			
Kramer 8x8 HDMI Matrix Switcher for Routing of 8 inputs to up to outputs			
Kramer VM-4H2 1:4 4K HDR HDMI DA for splitting the same signal to all board members displays.			
Kramer HDBaseT receivers and transmitters that allow the large display to be install anywhere in the room and to be connected to the system without the limitation of a fixed cable length.			
Kramer Professional HDMI Cabling.			
Audio System			
Sound reinforcement System:			
Embark shall install a sound reinforcement system that consist of 12 ceiling mounted speakers and amplifier.			
Speakers: The QSC AD-C6T is a 6" ceiling speaker with consistent tonal characteristics in ceiling applications. With waveguide			



Council Chamber Services	Price	Qty	Ext. Price
<p>these speakers ensure smooth, uniform frequency response over the coverage area. 70V at 30W speakers.</p> <p>Amplifier: For higher power applications, the SPA2-200 two-channel amplifier delivers up to 400W when the channels are bridged, all with 80 Hz high pass filter is engaged when in 70 V mode.</p> <p>Speaker coverage:</p> <p>Board Members Microphones:</p> <p>Embark shall install (7) twelve wired Microphones for each of the board members and one for the station command center end user. the system is capable of handle up to 12 microphones for future growth</p> <p>Each Microphone shall consist of a Shure Desktop base mounts MX400DP and a MX415 Microflex miniature gooseneck microphone.</p> <p>All microphones will be wired to the QSC core 110f for processing.</p> <p>Features:</p> <p>Logic enabled for LED and mute control</p> <p>Programmable mute switch (push to mute, push to talk, logic, local)</p> <p>Low cut filter</p> <p>Gooseneck microphone with a Bi-Color LED or light ring status display.</p> <p>15" gooseneck and is suitable for boardrooms and other sites where aesthetics is important.</p> <p>Wireless Microphones:</p> <p>Embark shall install (2) two wireless Microphones system for guest or other uses in the room. Each system shall also be wired to the QSC core 110f for processing.</p> <p>The wireless systems shall consist of the Revolutionary Shure GLX-D® Digital Wireless Systems that combine leading-edge LINKFREQ Automatic Frequency Management technology with best-in-class intelligent lithium-ion battery rechargeability to define the new standard for seamless operation and digital audio clarity.</p> <p>The first system includes a GLXD4 receiver, GLX2/SM58 handheld transmitter, microphone clip, power supply, rechargeable battery, USB cable, carrying case, and user guide. The second system includes a WL185 lavalier microphone, GLXD1 bodypack transmitter, GLXD4 receiver, rechargeable battery, power supply, USB cable, carrying case, and user guide.</p> <p>Audio Recording System:</p> <p>Embark shall install a Professional audio recorder. The DN-700R Network SD/USB Recorder is designed to meet the needs of the most demanding installations, combining high quality audio recording with extensive network capabilities. With a powerful</p>			



Council Chamber Services	Price	Qty	Ext. Price
<p>feature set and using the most reliable solid-state recording media.</p> <p>Housed in a compact 1U rack-mountable chassis, the DN-700R offers recording to both reliable SD card (two slots) and USB storage media. The unit can be configured for 'dual' simultaneous recording to both formats and 'relay/cascade' recording where longer recording times are desirable.</p> <p>The DN-700R allows network connection via DLNA/UPnP, alongside powerful Web/IP control and direct FTP access. Archiving via network can be performed automatically or at pre-programmed times. Scheduling is also supported, as is NTP (Network Timer Protocol).</p> <p>Digital Audio Processor:</p> <p>The Q-SYST™ Core 110f processor is the best in class digital signal processor, providing a fully integrated audio, with video and control solution any deployment.</p> <p>All wired microphones, wireless microphones, computer audio, wireless presentation audio, speaker output, line output for Mult box and USB for PC audio conferencing will be wired to the Core 110f for processing, acoustic echo cancellation (AEC), SIP softphones integration, feedback suppression, gain sharing and gating automixer setup.</p> <p>Features</p> <p>Class leading, I/O: Core 110f has 24 I/O + USB, POTS and VoIP simultaneously offering the best cost to I/O ratio in a single SKU, single chassis product available on the market.</p> <p>8 Flex Channels: Nearly all the flexibility of a card-based DSP solution without the hassle of multiple SKU's and custom ordering.</p> <p>True IT Software Integration: The Q-SYS Software Ecosystem is a true IT integrative solution that is free of the fixed hardware limitations seen in competing products. It allows for greater functionality such as Layer 3 routing, LDAP contact server integration, SNMP monitoring, and more.</p> <p>Suite of Software-Based Conferencing Technology applications: Built and owned by QSC from the ground up allowing for continued refinement, without any additional hardware. The suite includes next generation acoustic echo cancellation (AEC), multiple-instance SIP softphones, gain sharing and gating automixers.</p> <p>Audio Out for Media - Mult Box:</p> <p>Embark shall provide a clean line out of out the core to XLR wall plate allowing the end user to connect the provided mult box.</p> <p>Mult Box:</p> <p>The Whirlwind USA Pressmite active press box is a compact, active press feed distribution box distributes 12 high-quality mic level signals and 2-line level signals with a high degree of isolation between outputs</p> <p>It provides a 60-dB gain adjustment for one mic or line input. The PressMite® also features a built-in headphone amp. Two alkaline 9 V batteries provide power for typically more than 8 hours of continuous operation, monitored by a Battery OK LED. The batteries are easily replaced via side-mount trays.</p> <p>Control system</p>			



Council Chamber Services	Price	Qty	Ext. Price
<p>Control system:</p> <p>Embark shall install a master control system, the end user shall be able to manage the entire system from a simple user interface. By using a touch screen (wall or desktop mounted) control panel, users shall be able to route inputs and manage the video system, volume, power and over all control of all components in the system, dial VoIP calls, etc. all from one location without the need of additional software applications or complicated remote controls</p> <p>Controller:</p> <p>Kramer SL-240C is a compact master/space controller (Kramer Control brain) with PoE. It can operate over Ethernet with control interfaces that include: four bidirectional RS-232, four IR, four GPI/O, and four relays. It controls devices such as Video processors, scalers, video displays, audio amplifiers, and others.</p> <p>Touch Panel:</p> <p>Kramer KT-107 is a 7-inch IPS multi-touch, powerful touch panel with 1280x800 resolution. Elegantly designed for decorative room integration, portable touch panel that can be deployed either tabletop or on-wall. KT-107 supports wired Power over Ethernet (PoE) and advanced Wi-Fi connectivity options. The touch panel comes with elegant wiring and secured mounting, reliable operation and flexible deployment. The KT-107 is an Android-based touch panel that is ideal for any 24/7 Kramer-supported commercial AV or control application and features a user-friendly, fully customizable graphical user interface configured by Kramer software.</p> <p>Other:</p> <p>Station Command Center:</p> <p>Embark shall provide all components for the main station/command center.</p> <p>Features:</p> <p>PC:</p> <p>Embark shall install a dedicated PC ready for what ever task the room requires. A HP SB EliteDesk 800 G4 SFF with 3 years of warranty.</p> <p>Features</p> <p>Dual monitor support</p> <p>Core i7-8700</p> <p>16GB RAM</p> <p>512GB</p> <p>Win 10 Pro</p> <p>Dual display Setup:</p> <p>A dual monitor setup will allow the command center user to manage the presentation and the entire system. A dual monitor setup will allow the user to see what the board member are getting int their display and what is in their PC or in the large TV/displays.</p>			



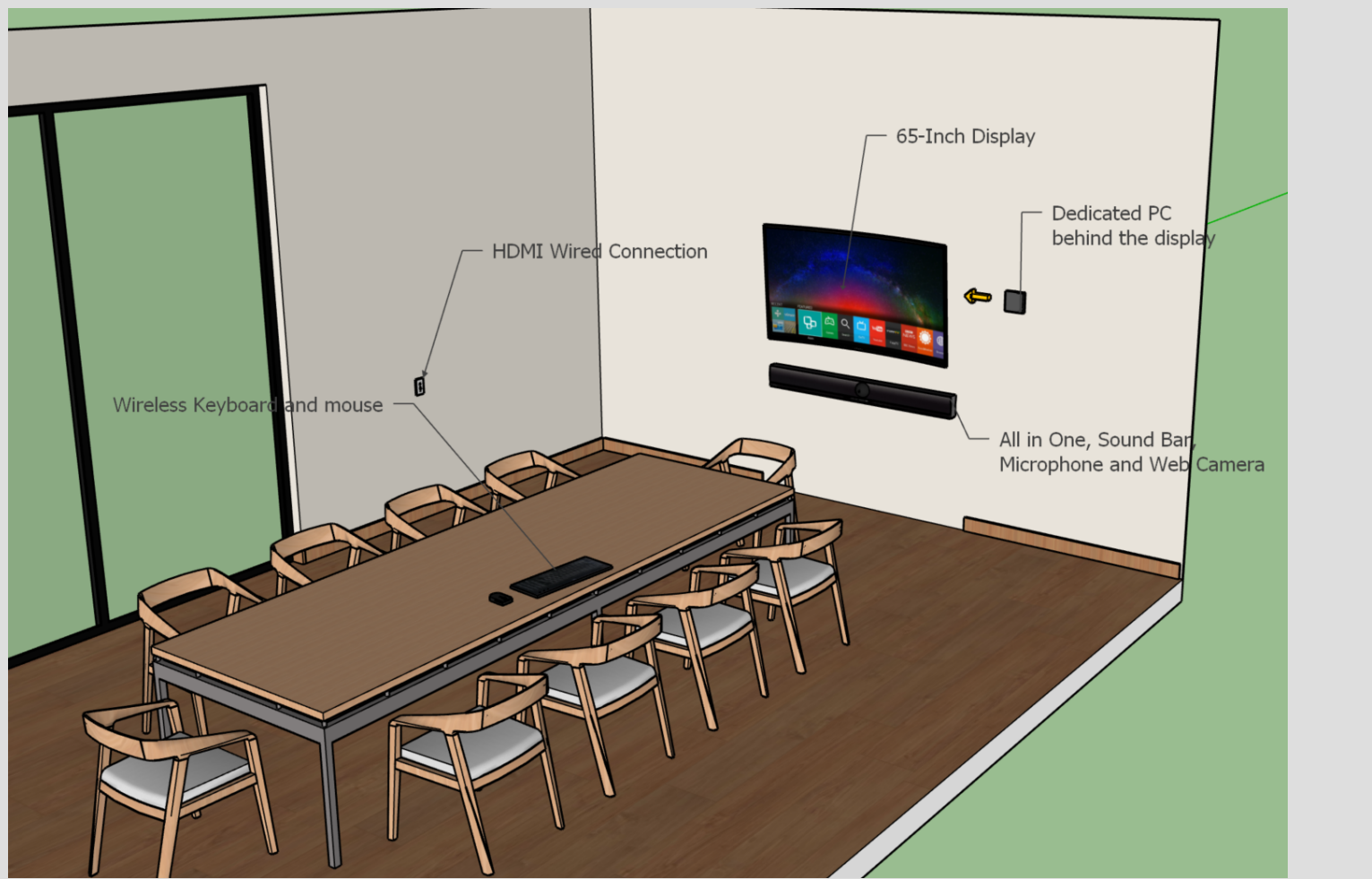



Council Chamber Services	Price	Qty	Ext. Price
Using two ViewSonic 24" Full HD WLED LCD Monitor - 16:9 - Black - 1920 x 1080 and a dual arm desktop mount.			
Wireless Presentation System:			
Via Connect Pro:			
VIA Connect PRO is a wireless collaboration and presentation solution that makes sharing and presenting in meetings easier. With any laptop or mobile device, users can view, edit and comment on documents in real time, share files and chat with individuals or multiple participants simultaneously. The solution can show up to four screens on the main display. From any laptop or mobile device, students, teachers or any in-room meeting participant can view the main display, edit documents together in real time, share any size file, turn the main display into a digital whiteboard, and more. The solution features iOS, Android (Lollipop OS 5.0 or newer) and Windows (with VIA cast dongle) mirroring.			
Features:			
60fps Streaming Multimedia — Share HD wireless video streaming (using the VIA app Multimedia feature).			
Wireless Connection for up to 254 Devices — Utilizing Compatible External Wireless Network.			
iOS and Android Mirroring.			
Wireless Device Connectivity — No dongle needed. But Available if needed. (Via PAD)			
Cloud-Based File Sharing — Drag and drop files to the internal VIA cloud storage (32GB).			
Whiteboard Support.			
Control — Give a participant control over a presenter's PC for true collaboration.			
Warranty — 3-years on hardware.			
The VIA Pad touch pad accessory for the VIA product line that enables users to easily present their laptop screen on a main display.			
The VIA Pocket stand elegantly stores your VIA Pads.			
Video over IP for Conference room and Break room			
Using Kramer decoders and encoders the system shall send a video feed and an audio feed of what is happening in the council chamber to the break room and conference room.			
the system uses Network technology to encode video feed and can be decoded up to 300ft over category 6 cable.			
1 encoder and 2 decoders are included in the proposal as well as all necessary services to integrate this into the main system,			
Equipment Rack:			
All the AV equipment shall be installed inside of a 12U rack. The rack shall be located by the Station Command Center. A PDU,			








Council Chamber Services	Price	Qty	Ext. Price
shelves and installation hardware shall be provided by Embark.			
Installation Services:			
Installation and configuration of 5 Monitors with mounts for Board members including HDMI cabling routing and connectivity to Video distribution system.			
Installation and configuration of 2 large displays with provided ceiling mounts, including the HDBaseT receiver Installation setup and configuration.			
Installation and configuration of a Video distribution system, including all HDMI and network cabling.			
Installation and configuration of the sound reinforcement including 12 ceiling mounted speaker and mounts, all audio cabling and amplifier setup and configuration.			
Installation and configuration of all wired and wireless microphones, including all cabling.			
Audio DSP program configuration and commissioning. Including VoIP system integration			
Kramer control system program configuration and commissioning including all control wiring.			
Installation and configuration of audio network recorder, including network setup and configuration			
Installation of equipment rack and all components inside.			
Installation and configuration of control station PC and dual monitor setup.			
Installation and configuration of the wireless presentation system			
Installation and configuration of all other components part of the system			
Project management			
Design and consultation services.			
Training Services. 2 session of 1 hour each, plus 1 session 3 months from completion.			
Components provided by customer:			
<ul style="list-style-type: none"> 2 Network lines from the nearest switch. One for VoIP and one for control system. 			
Project exclusions:			
All necessary electrical high voltage connections, receptacles, etc.			
Patching and Painting, wall repair or ceiling tiles replacement.			



Council Chamber Services		Price	Qty	Ext. Price
<p>Assumptions:</p> <ul style="list-style-type: none"> Embark shall be granted uninterrupted access to the areas for a minimum of 1.5 weeks. All existing speakers and existing wiring shall be demo by general contractor or customer. <p>Project parts:</p> <p>Installation includes all labor and components necessary for complete use of the system. Other hardware is necessary and not listed, such items including, but not limited to, wiring to connect AV components, and other Cat6 connection for network connectivity, Control network components and hardware accessories. Other cabling, connector, patch cables, jacks, mounts, conduit, channels, shipping, delivery, travel and all necessary hardware for complete installation and use of the system.</p> <p>3 hours of training are included.</p>				
Project Parts	Project Parts UNKNOWN	\$2,200.00	1	\$2,200.00
Subtotal:				\$17,820.00

Conference room	Price	Qty	Ext. Price
 <p>65-Inch Display</p> <p>Dedicated PC behind the display</p> <p>HDMI Wired Connection</p> <p>Wireless Keyboard and mouse</p> <p>All in One, Sound Bar, Microphone and Web Camera</p>			
TV-Display			
Samsung Q60R QN65Q60RAF 64.5" Smart LED-LCD TV - 4K UHDTV - Charcoal Black - Ultra Slim Array Backlight - Bixby, Google Assistant, Alexa Supported - Tizen - Dolby, Dolby Digital Plus, Dolby Digital 	\$1,095.46	1	\$1,095.46
Peerless SmartMount Universal Tilt Wall Mount - Steel - 175 lb - Black Peerless SmartMount Universal Tilt Wall Mount - Steel - 175 lb - Black 	\$80.39	1	\$80.39
All in One Sound Bar, Camera, microphone and Speakers.			
Revolabs Yamaha CS-700 Video Sound Collaboration System for Huddle Rooms - CMOS - SIP - 30 fps x Network (RJ-45) - Ethernet - Wall Mountable 	\$799.00	1	\$799.00

Conference room		Price	Qty	Ext. Price
Dedicated PC				
Lenovo ThinkCentre M720q Desktop Computer - Core i5 i5-8400T - 8 GB RAM - 128 GB SSD - Tiny - Windows 10 Pro 64-bit - English (US) Keyboard - Wireless LAN - Bluetooth		\$798.89	1	\$798.89
C2G 3ft High Speed HDMI Cable with Ethernet for 4k Devices - HDMI for Audio/Video Device - 3 ft - 1 x HDMI Digital Audio/Video - 1 x HDMI Digital Audio/Video		\$10.00	1	\$10.00
C2G 3ft High Speed HDMI Cable with Ethernet for 4k Devices - HDMI for Audio/Video Device - 3 ft - 1 x HDMI Digital Audio/Video - 1 x HDMI Digital Audio/Video				
Lenovo 500 Wireless Combo Keyboard & Mouse - Retail - USB Wireless RF English (US) - USB Wireless RF 1000 dpi - 3 Button - Scroll Wheel - Symmetrical - AA, AAA - Compatible with Notebook, Desktop Computer, All-in-One PC		\$30.00	1	\$30.00
Lenovo Mounting Bracket for Desktop Computer, Workstation - Black - Black		\$22.00	1	\$22.00
Installation and configuration				
AV Installation services Per Scope of work		\$1,028.00	1	\$1,028.00
Installation services				

SCOPE: Embark, Inc. shall provide all labor, travel, material, software, supervision, and administration necessary to install an AV system for the City of Bondurant.

FEATURES: The system shall consist of a wall mounted 65-inch Display.

The Display shall be mounted using the provided wall mount.

With (1) HDMI connections, users shall be able to connect and HDMI device to the system. (Adapters are provided with a 10ft HDMI cable for end user, allowing to connect any device to the system for Video Presentation)





(1) Lenovo Tiny PC shall be mounted behind the display to provide user a dedicated PC in the room to access web content, Documents, Video conferencing software, and web meeting materials. all from a source securely mounted to the wall behind the display, preventing access to the ports, power off button, or any alterations in the hardware.

The PC shall be accessible through the display and shall be integrated with a wireless Keyboard and mouse.

(1) Yamaha all-in-one video conferencing system designed with smaller spaces in mind. This wall-mounted system features ultra-wideband audio and high-quality video to bring spectacular clarity to all of your communication and collaboration needs. with USB audio and video support, Beamforming microphone array, 4 speaker elements, Ultra-wide-angle camera with 120° field of



Conference room	Price	Qty	Ext. Price
view and Remote Management support			
Installation includes the installation and configuration of all quoted components, and all wiring, cabling, and connections necessary for complete use of the Audio-Visual system.			
*Electrical work not included. One connection by TV display to power PC, Display and Sound Bar.			
*a wired Network connection is not included and required for PC network connectivity.			
		Subtotal:	\$3,863.74

Digital signage - Lobby	Price	Qty	Ext. Price
Peerless-AV SmartMount Flat Panel Cart - Metal, Steel - Black Peerless-AV SmartMount Flat Panel Cart - Metal, Steel - Black 	\$635.00	1	\$635.00
Sony FW-49BZ35F 49" BRAVIA 4K HDR Professional Display - 48.5" LCD - 3840 x 2160 - Edge LED - 505 Nit - 2160p - HDMI - USB - Serial - Wireless LAN - Ethernet - Black Sony FW-49BZ35F 49" BRAVIA 4K HDR Professional Display - 48.5" LCD - 3840 x 2160 - Edge LED - 505 Nit - 2160p - HDMI - USB - Serial - Wireless LAN - Ethernet - Black 	\$1,020.00	1	\$1,020.00
Display and mount installation up to 65 inches Installation of 1 Display. Technician will arrive onsite per SOW to perform: unboxing, setup, mounting (up to 6 feet height), and debris removal. Setup and configuration for a Digital signage Configuration of 	\$640.00	1	\$640.00
Configuration includes: Wi-Fi or network configuration (customer provided IP parameters and/or SSID and password) Device initial setup, including customer provided Google Account Apply any updates to the Android OS on the display Installation and configuration of Screen Cloud Application. Providing customer with the code to allow the display to connect to customer Screen Cloud account. Configuration of power schedule Per customer specifications. and Screen Cloud setup to be launch when device boots and wakes up. Testing, troubleshooting and documentation. 1 hour training included Electrical Not included			
Screen Cloud - \$20 per screen per month Screen Cloud 12 months 	\$20.00	12	\$240.00
		Subtotal:	\$2,535.00



City Council Chamber 1/24/2020

Prepared by:

Headquarters

Lenore Hamill
515-440-1329
lenore@embarkit.com

Prepared for:

City of Bondurant

200 2nd Street NE
Bondurant, IA 50035
Marketa Oliver
(515) 967-2418
moliver@cityofbondurant.com

Quote Information:

Quote #: LH043010


Version: 1
Delivery Date: 01/28/2020
Expiration Date: 02/22/2020

Quote Summary

Description	Amount
Council Chamber Hardware	\$30,060.26
Council Chamber Services	\$17,820.00
Conference room	\$3,863.74
Digital signage - Lobby	\$2,535.00
Total:	\$54,279.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Headquarters

Signature: 

Name: Lenore Hamill

Title: Senior Account Executive

Date: 01/28/2020

City of Bondurant

Signature: _____

Name: Marketa Oliver

Date: _____



Terms

Terms and Conditions

If Customer has a Master Sale, Purchase or similar Agreement (MSA) or Document of Terms & Conditions

This Proposal is being provided for immediate acceptance by Customer and constitutes an **unconditional offer** by Embark IT, Inc., ("Embark") to sell the products ("Equipment") and/or services set forth herein on the terms and conditions of such MSA or Document of Terms and Conditions. If Customer does NOT have an MSA or Document of Terms & Conditions This Proposal constitutes an **unconditional offer** by Embark IT, Inc., ("Embark") to sell the products ("Equipment") and/or services set forth herein on the following terms and conditions:

(1) **Payment:** The sale price set forth herein ("Sale Price") shall be paid by Customer in advance of shipment. If payment is not made when due, Customer agrees to pay a late charge of 1.5% per month on the amount due, or the highest rate permitted by law, whichever is lower.

(2) **Delivery:** Risk of damage to or loss of the Equipment shall pass to Customer upon shipment. Customer agrees to pay EMBARK's customary Shipping Charge in effect at the time of this Proposal for the type of equipment which is the subject hereof. EMBARK shall use reasonable efforts to meet the confirmed delivery date. If EMBARK shall fail to make delivery within ten (10) business days of such date for reasons other than Customer's fault or circumstances beyond EMBARK's reasonable control, then Customer's only remedy shall be the right to terminate this contract in writing whereupon EMBARK shall refund any payments which it has received from Customer hereunder.

(3) **Taxes:** Customer will be responsible for the payment of all applicable taxes, fees, levies, imposts, duties, withholdings or other charges (including any interest and penalties thereon), if any, imposed by any taxing authorities by reason of the sale and delivery set forth herein. The Sale Price does not include any such taxes, fees, levies, imposts, duties, withholdings or other charges, unless otherwise stated above. If Customer is exempt from sales tax, a duly executed resale certificate shall be delivered to EMBARK for the State where delivery takes place.

(4) **Warranty:** Customer will have the benefit of all applicable manufacturer warranties. **EXCEPT AS AFORESAID, EMBARK MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(5) **Miscellaneous:** This Proposal sets forth the entire understanding and agreement between EMBARK and Customer and no representation, warranty or statement that is not set forth herein shall be binding upon EMBARK unless in writing and signed by EMBARK. No deletions, strikethroughs or other changes made by Customer herein, and no additional terms or amendments, including any additional or inconsistent terms or conditions made by Customer herein or in any Customer purchase order, acknowledgment or similar document, are acceptable to EMBARK unless and until expressly agreed to in writing by the parties, and EMBARK hereby gives Customer notice of objection to any such changes, additional terms or amendments. **In no event shall EMBARK be liable for any indirect, special or consequential damages, nor shall EMBARK be liable for any damages resulting from any delay in shipment due to causes beyond EMBARK's control. The total liability of EMBARK for any claim (including tort) shall in no event exceed the amount paid by the Customer to EMBARK for the applicable Equipment that is the subject of the claim.** EMBARK reserves a purchase money security interest in the Equipment to secure payment of the Sale Price. In the event either party takes any action seeking to enforce an obligation of the other party hereunder, the non-prevailing party shall be responsible for the payment of all court costs and reasonable attorneys' fees incurred by the prevailing party in such action. The information contained in this Proposal is proprietary and confidential and Customer agrees to protect and maintain such confidentiality and use this information for internal business purposes only.

(6) **Acceptance: This Proposal is being provided for immediate acceptance by Customer.**

Acceptance may be made by signing in the space provided herein. Any other action taken by Customer which indicates a willingness to purchase the Equipment and/or services set forth herein may be relied upon by EMBARK as Customer's acceptance, including without limitation, the issuance of a purchase order. Upon acceptance, this Proposal shall become a binding contract on the terms set forth herein. Upon such acceptance, this Proposal shall be sent to EMBARK's West Des Moines sales office, 1854 Fuller Rd, West Des Moines IA 50265.

(7) Please note, in lieu of the impending tariffs, all quotes are only good for 24 hours.



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


Item No. 6k
For Meeting of 02.03.20

ITEM TITLE: Resolution approving an IT agreement with Etech Solutions LLC in the amount of \$18,180

CONTACT PERSON: Jene Jess, Finance Director

SUMMARY EXPLANATION:

This contract is for maintenance and services related to the City’s IT infrastructure. The Etech solution will integrate all monitoring, operations, repairs, maintenance, cyber security, employee onboarding, and consulting under one contract. It is full service IT for all the City Hall work stations technology, City Hall server, City Hall Firewall, Public Works Director’s lap top, and the City’s network. The services include 24/7 monitoring of the network, server, and firewall remotely. As reports and alerts are generated from the City’s server, firewall, and backup software, they will receive them and schedule services automatically. They will administer all patches and updates to the City’s software as needed. The proposal dramatically enhances the City’s cyber security protection, which staff has been continually improved. In the event of a cyber-attack Etech will be able to rebuild the server and restore the network rapidly as well as key computer station to the original operating performance, resulting in no loss of information and little interruption in operations.

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

RECOMMENDATION: Approve resolution on a roll call vote.

CITY OF BONDURANT
RESOLUTION NO. 200203-36

RESOLUTION APPROVING AN IT AGREEMENT WITH ETECH SOLUTIONS LLC IN THE AMOUNT OF \$18,180

WHEREAS, the City is in need of comprehensive on-call and pro-active IT services; AND

WHEREAS, City staff has been working to enhance the City's cyber security and IT capabilities;

WHEREAS, the City has been working with IT providers to review and evaluate quotes and recommends E-Tech.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the contract with E-Tech in the amount of \$18,180 annually is approved

Passed this 3rd day of February, 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				
Peffer				
Enos				
McKenzie				
Elrod				



PROACTIVE-IT AGREEMENT

This Agreement is entered into between Etech Solutions, LLCS. d/b/a Etech Solutions (hereafter "Etech ") and the customer executing this Agreement below (hereafter "Customer") and governs services provided by Etech to Customer as more specifically detailed on schedule "A" attached hereto and incorporated herein by reference. This Agreement consists of the following:

- This Signature Page with Customer information
- Schedule A - Description of services, term, and pricing
- Exhibit A – coverage and quantity detail

ETECH SOLUTIONS ADDRESS AND CONTACT INFORMATION:

Etech Solutions
Attn: Brian Sult
P.O. Box 185
Ankeny, IA 50021
Voice: 515-289-9090
Fax: 515-289-9191
E-mail: brian@etech.us

CUSTOMER ADDRESS AND CONTACT INFORMATION:

City of Bondurant
200 2nd St NE, PO Box 37
Bondurant, IA 50035

By signing Below the Parties acknowledge their agreement with the terms and conditions of this Agreement, which is available online at www.etech.us and each signatory represents and certifies that he/she is authorized to sign on behalf of and bind each of the respective signatories to all of the terms and conditions of this Agreement:

The parties agree to conduct this transaction by electronic means pursuant to the Uniform Electronic Transactions Act and facsimile or electronic signatures may be utilized as the basis for acceptance of a contract between the parties.

Etech Solutions LLC

CUSTOMER
City of Bondurant

By: _____
Brian Sult

By: _____

Date: _____

Date: _____

SCHEDULE A - DESCRIPTION OF SERVICES, TERMS, AND PRICING

Etech Agrees to provide you with the following Services for the prices and term as set forth below and as outlined in detail in Exhibit A attached. The quantity and coverage may be changed with a thirty-day (30) written notice to Etech as long as the minimum amount of stations covered does not drop below 11 QTY Proactive IT Full coverage PC coverage on computer workstations/laptops. Coverage Qty's can be increased at any time. If a pc or server(or any IT hardware changes is added mid-month you will be billed for the entire month and not prorated.

SERVICES AND Monthly FEES:

PROACTIVE-IT Service:

\$85.00 per station Proactive IT Full Coverage Desktop/Laptop – QTY 11

\$39.00 per station Proactive IT Lite Coverage Desktop/Laptop – QTY 0

\$40.00 per Firewall to manage QTY 1

\$20.00 per switch to manage QTY 2

\$15.00 per wireless access point QTY 3

\$129.00 per server or Virtual server Pro IT Lite QTY 0

\$250.00 per server or Virtual server Pro IT Full QTY 1

\$290.00 manage g suite (google email service web page and email accounts up to 60 Qty email accounts and 1 domain) 1 Qty

Description of Services Proactive IT Full Coverage:

Description of Services:

The following services will be covered in the total cost for each server, workstation (PC, Mac, laptop) and wireless transmitters, for users/workstations (PC, Mac, laptop)/server under current coverage or will be placed under coverage for the remainder of this agreement. Etech will setup and configure each workstation per your request and specifications and will then secure the station so that the configurations can't be altered by the user.

- ❖ 8:00am – 4:30pm Monday-Friday remote and onsite emergency service (at main office)
- ❖ Manage software serial numbers and licensing along with reports of software audits
- ❖ Consulting on future projects on how technology can help your business included (Example new internet connections) (requires Full coverage on the server and all workstations)
- ❖ On-Site scheduled service calls
- ❖ Service/repair as needed due to alteration or modification as well as maintenance of application software, moving equipment/users within the current Des Moines office. (a move to a different building or floor would be charged at an additional cost) (requires Full coverage on the server and all workstations)
- ❖ Data transfer/configuration for replacement of a PC, if the unit being replaced is covered under PROACTIVE-IT or is being added to PRO-IT coverage. (Etech recommends life cycle management and 1/3 of PC's replaced yearly, given this Etech will cover the data transfer/configuration at no additional charge for up to 1/3 of your PC's covered under PROACTIVE-IT Full for the year (the 1/3 average is based on the minimum of full coverage PROACTIVE-IT in a given year per the agreement date).
- ❖ Phone and remote support
- ❖ 8/5 remote monitoring of all servers, workstations and wireless transmitters
- ❖ Monthly report detailing the status of your IT environment
- ❖ Unlimited report patch management for windows security updates
- ❖ Client Access to virtual portal
- ❖ Audits of PC hardware and software provided to you in a PDF format
- ❖ Hardware life cycle management, a tool that helps you maximize your staff efficiencies and helps with tax planning
- ❖ Spyware monitoring, scanning and removal
- ❖ Unlimited supported software upgrades on Windows 10 products, Mac Operating System 10.15.x and newer.
- ❖ Installation of new hardware and software if covered under Proactive IT
- ❖ Virus Scanning, removal and cleaning
- ❖ Handling of manufacturing warranty items, such as ordering and installation of parts
- ❖ Daily Maintenance on the server
- ❖ Server reports
- ❖ Weekly/Monthly Windows and Antivirus Security Updates on all covered station (the cost of the antivirus software is a fee the customer must pay)
- ❖ Reading of logs
- ❖ Preventative Maintenance of software and hardware on file server tower
- ❖ Configuration/maintenance of the firewall, resolving issues with users VPN connection

This Agreement does not cover any of the services below that may need to be performed and will be charged at Etech's standard service rate upon the approval of your company:

- ❖ Any changes made to the file server tower-pc by a non-Etech employee
- ❖ Any damage caused to the file server tower by an outside environmental occurrence, such as water and fire damage, lightening, remodeling, etc...
- ❖ Any Additional software/feature changes or additions to the server
- ❖ Any troubleshooting or repair caused by a known issue of the software manufacture; Etech is not responsible for the issues that may be caused by an outside manufacture.

- ❖ Phone system service
- ❖ Wiring
- ❖ Remodels and moving office and or office equipment for the move
- ❖ Printers and copiers are not covered or supported for repair

PROACTIVE-IT (Lite Server and workstation\pc) Update Only Service:

Description of Services

With Etech's PROACTIVE-IT Updates Only Service, you will receive one monthly bill for keeping the server and all covered stations updated to the current updates for Windows, Office, Java and Flash. The following services will be covered in the total cost for each server and workstation (PC, Mac and laptops).

- ❖ **Installation of product updates for Windows, Office, Java and Flash**
System monitoring that will alert Etech of any issues and then Etech will notify you and decide if you want to fix the issue (any service repairs above the notification will be billed at Etech's standard rate)

1. **Term.** This Agreement shall be for a term of thirty-six (36) months beginning on ~~1-30-2020~~ unless terminated as provided in this Agreement. This is a thirty-six(36) month service term, which automatically renews; unless written confirmation is sent to Etech 90 days prior to requested end of service date. If this agreement is terminated by customer before the end of the term, a termination fee will apply equal to the number of months left on the term and is due and payable within ten (10) days of signed termination. Etech will have exclusive administrator rights to the IT systems managed by the Pro IT agreement/service.

2. **Price for Services.** Client agrees to pay \$1600.00 month fee and will be billed quarterly. In the event Client fails to pay within ten (10) days of the due date the agreed upon sum, Client shall be liable to Etech for interest on the unpaid sum from the due date to the date of payment at the rate of 18 percent per annum. All services will be billed to one company and Legacy will bill it's internal sister companies.

Furthermore, the undersigned on page 1 of this Agreement does hereby absolutely, unconditionally and personally guarantee to Etech Solutions the payments of all indebtedness and obligations regarding this agreement. The obligations hereunder shall be binding on the heirs, administrators, successors and assigns of the undersigned. By signing this agreement, company and personal guarantor(s) agree to be held jointly and severally liable for debts incurred by the company. This guarantee shall be binding for the term of this agreement. The Personal Guarantor(s) shall remain liable until all amounts owed by debtor to Etech Solutions have been paid in full to meet the obligation of this agreement.

3. **Disclaimer.** ETECH PROVIDES THE SERVICE ON A "BEST EFFORT" BASIS. ETECH DOES NOT WARRANT THAT THE USE OF THE SERVICE OR EQUIPMENT WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ETECH MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ETECH AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND CONTRACTORS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE EQUIPMENT AND SERVICES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR BUSINESS, LOSS OF DATA, AND ALL OTHER INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. Etech will have exclusive administrator level rights on all IT systems: server, pc's, firewall, switches etc. The City of Bondurant staff and or it other vendors will not have administrator rights or the passwords.

4. **Attorneys Fees.** In the event Etech ASP is required to undertake collection efforts or initiate any legal action to enforce the terms of this agreement, Customer shall be required to pay all costs associated with such action, including reasonable attorney's fees incurred by Etech Solutions or EtechASP. Customer can't hold Etech Solutions or EtechASP liable for no more than one month's service fees for the service provided under this agreement.

5. **Entire Agreement.** This agreement is between **City of Bondurant** and/or the successor and Etech Solutions and/or the successor and constitutes the entire agreement between both parties.

6. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Iowa.

7. **Early termination** If service is terminated before the end of the term/agreement. Customer is liable to pay a termination fee equal to the full monthly balance for the entire term of the agreement at the current Fees. Upon default, Etech has the right to terminate this Agreement and collect any past due amount owed at the time of termination. The following event shall constitute default under this Agreement; the nonpayment for a period of thirty (30) days of any sum required to be paid.

8. **City of Bondurant** agree that it will not hire any current or former Etech employees for IT purposes for a period five (5) years from the date of this agreement.



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

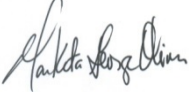
Item No. 6m
For Meeting of 02/03/20

ITEM TITLE: Consideration of Resolution approving Pay Application No. 2 in the amount of \$192,340.61 for Eick and Day Construction for the City Hall project

CONTACT PERSON: Marketa George Oliver, City Administrator

SUMMARY EXPLANATION:

On October 7th the City Council awarded the City Hall contract to Eick and Day Construction. The original contract amount was \$625,725 and with the approval of Change Order No. 1, the current contract amount is \$666,994.58. This pay application is for \$206,594.20, meaning that with retainage subtracted, the amount owed to Eick and Day is \$192,340.61.

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

RECOMMENDATION: Approve resolution on a roll call vote.

CITY OF BONDURANT
RESOLUTION NO. 200103-37

RESOLUTION APPROVING THE PAY APPLICATION NO. 2 FOR THE CONTRACT WITH EICK
AND DAY CONSTRUCTION IN THE AMOUNT OF \$192,340.61

WHEREAS, Eick and Day Construction submitted Pay Application No. 2 for the City Hall Project; AND

WHEREAS, the amount certified for Pay Application No. 2 is \$192,340.61,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Application No. 2 of \$192,340.61 for the City Hall Project, is hereby approved.

Passed this 3rd day of February, 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
Enos				
Cox				
McKenzie				
Elrod				
Peffer				

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: *City of Bondurant*
 200 2nd Street NE, PO Box 307
 Bondurant, IA 50035

PROJECT: *Bondurant City Hall*
 1220 sf expansion of existing City Hall

APPLICATION NO: 2
 PERIOD TO: 12/31/19
 PROJECT NOS: 19092
 CONTRACT DATE: 10/08/19

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: *Eick & Day Construction, LLC*
 6165 NW 86th Street, #112
 Johnston, IA 50131

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract and attached Continuation Sheet.

1. ORIGINAL CONTRACT SUM	\$ 625,725.00
2. Net change by Change Orders	41,269.58
3. CONTRACT SUM TO DATE (Line 1 + 2)	666,994.58
4. TOTAL COMPLETED & STORED TO DATE	285,071.80
(Column G on Continuation Sheet)	
5. RETAINAGE:	
a. <u>5%</u> of Completed Work	14,253.59
(Columns D + E on Continuation Sheet)	
b. _____ of Stored Material	-
(Column F on Continuation Sheet)	
Total Retainage (Line 5a + 5b or Total in Column I on Continuation Sheet)	14,253.59
6. TOTAL EARNED LESS RETAINAGE	270,818.21
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ...	78,477.60
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 192,340.61
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 396,176.37
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	-	-
Total approved this month	41,269.58	-
TOTALS	41,269.58	-
NET CHANGES by Change Order	\$ 41,269.58	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Applications for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is not due.

CONTRACTOR:
 By: *John Day* Date: 1/16/2020
 Subscribed and sworn to before me this 16th day of January, 2020

Notary Public: *Danielle Barnes*

State of: Iowa
 County of: Polk



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 192,340.61

(Attached explanation if amount certified differs from the amount applied for Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
 By: *Rainy [Signature]* Date: 01.23.20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contractor.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

APPLICATION NO: 2

In tabulations below, amounts are stated to the nearest dollar.

APPLICATION DATE: 1/16/2020

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: 12/31/2019

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPICATION (D+E)	THIS PERIOD		% (G/C)			
1	General Conditions	\$ 86,168.00		\$ 30,158.80		\$ 30,158.80	35%	\$ 56,009.20	\$ 1,507.94
2	Selective Structure Demo	8,800.00		8,800.00		8,800.00	100%		440.00
3	Site Work	12,500.00	8,000.00			8,000.00	64%	4,500.00	400.00
4	Concrete	29,900.00	25,772.00	4,128.00		29,900.00	100%		1,495.00
5	Unit Masonry	43,397.00		7,025.00		7,025.00	16%	36,372.00	351.25
6	Metal Fabrications	847.00						847.00	
7	Rough Carpentry	40,314.00	16,850.00	23,464.00		40,314.00	100%		2,015.70
8	Finish Carpentry	32,810.00							
9	Thermal Insulation	2,473.00		2,473.00		2,473.00	100%		123.65
10	TPO Membrane Roofing & Sheet Metal	15,500.00		15,500.00		15,500.00	100%		775.00
11	Joint Sealants	2,200.00						2,200.00	
12	Doors, Frames, and Hardware	39,500.00		27,650.00		27,650.00	70%	11,850.00	1,382.50
13	Coiling Counter Doors	2,200.00						2,200.00	
14	Glazing	18,978.00						18,978.00	
15	Framing & Drywall	20,450.00		16,360.00		16,360.00	80%	4,090.00	818.00
16	Acoustical Tile Ceilings	9,156.00						9,156.00	
17	Tile Carpeting	15,600.00						15,600.00	
18	Painting	5,795.00						5,795.00	
19	Specialties	4,779.00						4,779.00	
20	Window Shades	3,744.00						3,744.00	
21	Plumbing	32,540.00	4,800.00			4,800.00	15%	27,740.00	240.00
22	HVAC	55,633.00		34,990.00		34,990.00	63%	20,643.00	1,749.50
23	Electrical	50,930.00	12,200.00	13,265.00		25,465.00	50%	25,465.00	1,273.25
24	Bond	9,757.00	9,757.00			9,757.00	100%		487.85
25	Insurance	5,229.00	5,229.00			5,229.00	100%		261.45
26	Alternate #1	76,525.00						76,525.00	
27	Change Order #1	41,269.58		18,650.00		18,650.00	45%	22,619.58	932.50
TOTAL PAGE 2		\$ 666,994.58	\$ 82,608.00	\$ 102,463.80	\$ -	\$ 285,071.80	43%	\$ 349,112.78	\$ 14,253.59

Proclamation

City of Bondurant

PROCLAMATION OF THE 19TH AMENDMENT CENTENNIAL COMMEMORATION

Whereas, in 1848 people gathered together in Seneca Falls, New York and cited the unfairness of depriving women of the right to vote; AND

Whereas, the fight for women's suffrage, from the first women's rights convention to enfranchisement, lasted more than 72 years, with women from all walks of life, political views and demographic backgrounds asking for the right to voice their opinions at the polls; AND

Whereas, Iowa women by the thousands advocated for the right to vote and suffragists nationwide turned to public education and persuasion. They held conferences; campaigned; lobbied; marched; pleaded; petitioned; and suffered public disdain, violent opposition, and prison; AND

Whereas, suffragists pushed for a single constitutional amendment, granting female suffrage on the federal level, dubbed the Susan B. Anthony Amendment; AND

Whereas, Carrie Chapman Catt led the national movement, meeting with President Woodrow Wilson to secure his support for suffrage in light of women's contributions during World War I; AND

Whereas, it took male allies to support women in their endeavor to vote, for it was sons, husbands and fathers who ultimately heard the calls of women and the House of Representatives took a historic vote on May 21, 1919 followed by the Senate on June 4, 1919, and three-fourths of the states needed to ratify the 19th Amendment; AND

Whereas, Iowa was the 10th state to ratify the 19th Amendment on July 2, 1919 and Tennessee was the 36th state to ratify the 19th Amendment, making it the law of the land on August 26, 1920 whereby millions of women were enfranchised; AND

Whereas, the introduction, passage and ultimate ratification of the 19th Amendment were the culmination of decades of work and struggle by advocates for the rights of women across the United States; AND

Whereas, the ratification of the 19th Amendment ensured women could more fully participate in our democracy and fundamentally7 changed the role of women in the civic life of our Nation; AND

Whereas, most of the women who began asking for the right to vote never lived to see the enfranchisement of women; AND

Whereas, the daughters, granddaughters and great granddaughters of the women who fought so hard to vote have been making their voices heard at the polls for nearly 100 years; AND

Whereas, women are running for office in unprecedented numbers, many current politicians, both male and female, remember that they follow in the footsteps of these great suffragists; AND

Whereas, the centennial anniversary of the ratification of the 19th Amendment represents a historical to be lauded and celebrated: Now, therefore, be it...

Resolved, the City of Bondurant:

- 1) commemorates the 100th anniversary of the passage and ratification of the 19th Amendment, providing for women's suffrage, to the Constitution of the United States;
- 2) honors the role of the ratification of the 19th Amendment in further promoting the core values of our democracy as promised by the Constitution of the United States;
- 3) reaffirms the opportunity for people in the United States to learn about and commemorate the efforts of the women's suffrage movement and the role of women in our democracy; AND
- 4) reaffirms the desire of City of Bondurant to continue strengthening democratic participation and to inspire future generations to cherish and preserve the historic precedent established under the 19th Amendment.

Therefore, citizens of the City of Bondurant enjoy the freedom of voter participation, continue to fight for voting rights for all citizens celebrates this important milestone by proclaiming the calendar year 2020 to be the: 19th Amendment Centennial Commemoration.

Recognized this 3rd day of February, 2020,

By: _____
Curt Sullivan, Mayor



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

Item No. 10 & 11
For Meeting of 1/21/2020

TITLE: Public Hearing and Resolution approving the Maximum Property Tax Dollars for Affected Tax Levies for FY21


CONTACT PERSON: Marketa Oliver, City Administrator

BRIEF HISTORY: The Public Hearing has been set by Council and publications and positing to social media have been made pursuant to the new state law. Attached is a resolution that approves the maximum property tax dollars for affected tax levies that the City can collect for FY21. Please note this does not mean that the City is proposing to collect these dollars. 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. 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.)

<u>Fiscal Year</u>	<u>19/20</u>	<u>20/21</u>
<u>Assessed Value (as of January)</u>	\$200,000	\$220,000
<u>Rollback Percentage</u>	56.918	55.0743
<u>Taxable Value</u>	\$113,836.00	\$121,163.46
<u>Tax Rate per \$1000</u>	\$13.73948	\$11.78948
<u>Calculated Tax</u>	\$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 _____ Ordinance ___ Contract ___ Other (Specify) _____
Funding Source <u>N/A</u> _____
APPROVED FOR SUBMITTAL _____  City Administrator

CITY OF BONDURANT
RESOLUTION NUMBER 200203-38

RESOLUTION APPROVING THE MAXIMUM PROPERTY TAX DOLLARS FOR AFFECTED TAX LEVIES FOR FY21

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

WHEREAS, 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; and

WHEREAS, the City Council of the City of Bondurant, Iowa has considered the proposed FY2021 city maximum property tax dollars for the affected levy total; and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published as required and posted on city web site and/or social media accounts; and

WHEREAS, the public hearing notice indicated the maximum property tax dollars to be collected under affected levies would be \$2,783,585; and

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

WHEREAS, in FY 21 the City of Bondurant is anticipating collecting greater than 102% of the dollars collected under affected levies in FY20 due to the City's growth.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA that the maximum property tax dollars for the affected tax levies for FY21 shall not exceed the \$2,783,585 with a total maximum levy for affected property tax levies is \$10.88921.

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

The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY21 represents an increase of greater than 102% from the Maximum Property Tax dollars requested for FY20, due to growth; and

That the City Council of the City of Bondurant, Iowa, duly held a public hearing on the proposed Fiscal Year City Property Tax Levy on Monday, February 3, 2020 at 6:00 p.m. at the Bondurant Library, 104 2nd Street NE, Bondurant, Iowa 50035 and _____ persons spoke about the proposal.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 3rd day of February, 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
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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



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

Item No. 12 & 13
For Meeting of 02.03.2020

ITEM TITLE: Hold Sankey 100% voluntary, not within an urbanized area of another city annexation public hearing on February 3rd, 2020; and consider resolution approving such annexation request.

CONTACT PERSON: Maggie Murray, Planning & Community Development Director

BRIEF HISTORY: The City of Bondurant has received the enclosed voluntary annexation application request for 77.34 acres of land to be annexed into the City of Bondurant's city limits. This land requested for annexation is situated in unincorporated Polk County just north of the existing residential Sankey Summit Plat 1. The voluntary annexation application was signed by Sandra Miller, Trustee of the Ethel C Sankey Trust (owner). This annexation application has been received as a result of the proposed single-family detached residential development within this annexation area; for zoning/land use questions, please see the corresponding rezoning staff report and ordinance. No roadways are proposed as a result of this annexation request. This annexation request is not within the two-mile urbanized area of another community.

Iowa Code specifies processes for the following types of annexation applications:

1. 100% voluntary annexation, not within an urbanized area of another city;
2. 100% voluntary annexation, within an urbanized area of another city;
3. 80% voluntary/20% involuntary, not within an urbanized area of another city;
4. 80% voluntary/20% involuntary, within an urbanized area of another city; and
5. Involuntary

This annexation request is considered a 100% voluntary annexation, not within an urbanized area of another community. Iowa Code requires that the City Council must hold a public hearing prior to voting on a resolution considering approval of an annexation request. This annexation request will be considered complete once the Secretary of State has acknowledged that they have received the City's annexation documents. No state review by the City Development Board review is required for this annexation request.

When the Planning and Zoning Commission and City Council reviews annexation applications, they review the following topics: Consistency with the Comprehensive Plan and Outreach.

ANALYSIS:

Consistency with the City's Comprehensive Plan - Future Land Use Map:

This annexation application is consistent with the following objective of the City's Comprehensive Plan:

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.*

This annexation application is also consistent with the City's Future Land Use Map, which guides for low-density residential reserve development along with some greenspace within the development area. The developer is proposing single-family

detached residential construction with also some stormwater detention areas and a public park in their overall development plan.

Consistency with the City's Comprehensive Plan - Future Land Use Map:

The City's Comprehensive Plan has the following three utility-related objectives relative to annexation requests:

Objective 6.20: *Encourage urban design and density patterns that maximize the effective use of existing and proposed sanitary sewer systems from the standpoint of capacity utilization and cost effectiveness. **Comment by John Horton, Public Works Director:** while the 2011 Comprehensive Plan made reference to wastewater capacity concerns, this 2011 information is outdated - wastewater capacity is no longer a concern since the City's connection to the Wastewater Reclamation Authority is complete.*

Objective 6.25: *Ensure adequate storage capacity and water distribution systems are in place to accommodate future growth and development such that existing development areas are not negatively impacted by new water usage demand. **Comment by John Horton, Public Works Director:** planning for future water demand is a concern that is already on City staff's radar. On January 21st Council approved a resolution to begin a Water System Study. This Water System Study will take into account the City's entire growth area so that staff can better plan to accommodate for future growth through the City's Capital Improvement Plan. For the time being though - this current development area should not have any adverse impacts due its proximity to the City's connection source point and also the tower that controls Bondurant's water pressure.*

Objective 6.27: *Ensure new development on the edge of the community is provided with a water distribution system that is looped and provides adequate pressure for fire protection. This development area does not give me cause for concern as stated above due to the proximity of the source connection. All construction plans for any new development are reviewed to ensure the integrity of the system as to not negatively impact the system as a whole, and to ensure that we can supply adequate fire protection.*

The developer will need to show the above objectives can be met through the eventual detailed preliminary plat submittal process.


Outreach:

As required by Chapter 368 of the Iowa Code, the City mailed an annexation application notice to the Polk County Board of Supervisors on January 6th; no comment from the Board of Supervisors has been received relative to this annexation request. Also as required by Iowa Code, a public hearing notice was published in the Des Moines Register on January 17th, 2020; no public comment relative to the annexation request has been received to date.

PLANNING AND ZONING COMMISSION REVIEW/RECOMMENDATION: The Planning and Zoning Commission reviewed this annexation request during their meeting on January 23rd, 2020 and voted unanimously for recommended annexation approval.

ALTERNATIVES: The option exists to not hold the annexation public hearing; however, this is not recommended by staff, as an annexation public hearing is required by Iowa Code.

STAFF RECOMMENDATION: Staff recommends approval of the attached annexation resolution.

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

CITY OF BONDURANT
RESOLUTION NUMBER 200203-39

RESOLUTION APPROVING THE SANKEY 100% VOLUNTARY ANNEXATION REQUEST FOR ANNEXATION INTO THE CITY OF
BONDURANT'S CITY LIMITS

WHEREAS, the City of Bondurant has received a voluntary annexation petition from Sandra Miller of the Ethel C Sankey Trust, owner, requesting annexation of the following property comprised of 77.34 acres and legally described as follows:

THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. EXCEPT THE SOUTH 735.00 FEET AND THE EAST 832.00 FEET EXCEPT SAID SOUTH 735.00 FEET.

WHEREAS, 100% of the land area to be considered is petitioning for annexation voluntarily; AND

WHEREAS, this annexation area does not fall within the urbanized area of another city; AND

WHEREAS, annexation area maps are attached to this resolution as Exhibits A & B; AND

WHEREAS, as required by Iowa Code Section 368.7(2), notice was mailed to the Polk County Board of Supervisors on January 6th, 2020; AND

WHEREAS, as required by Iowa Code Section 368.7(2), notice was published in the Des Moines Register on January 17th, 2020; AND

WHEREAS, as required by Iowa Code Section 368.7(2), the Bondurant City Council held a public hearing to hear public comments on the proposed annexation of said property during their meeting on February 3rd, 2020; AND

WHEREAS, upon approval of this resolution, the City Clerk shall file a copy of the resolution, map, and legal description with the Secretary of State, Polk County Board of Supervisors, each affected public utility, and the Iowa Department of Transportation; AND

WHEREAS, upon approval of this resolution, the City Clerk shall also record a copy of the legal description, map, and resolution with the Polk County Recorder; AND

WHEREAS, this annexation is considered completed upon acknowledgement by the Secretary of State that the Secretary of State has received the legal description, map, and resolution.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA THAT: that this annexation request is hereby approved as presented.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 3rd day of February, 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.

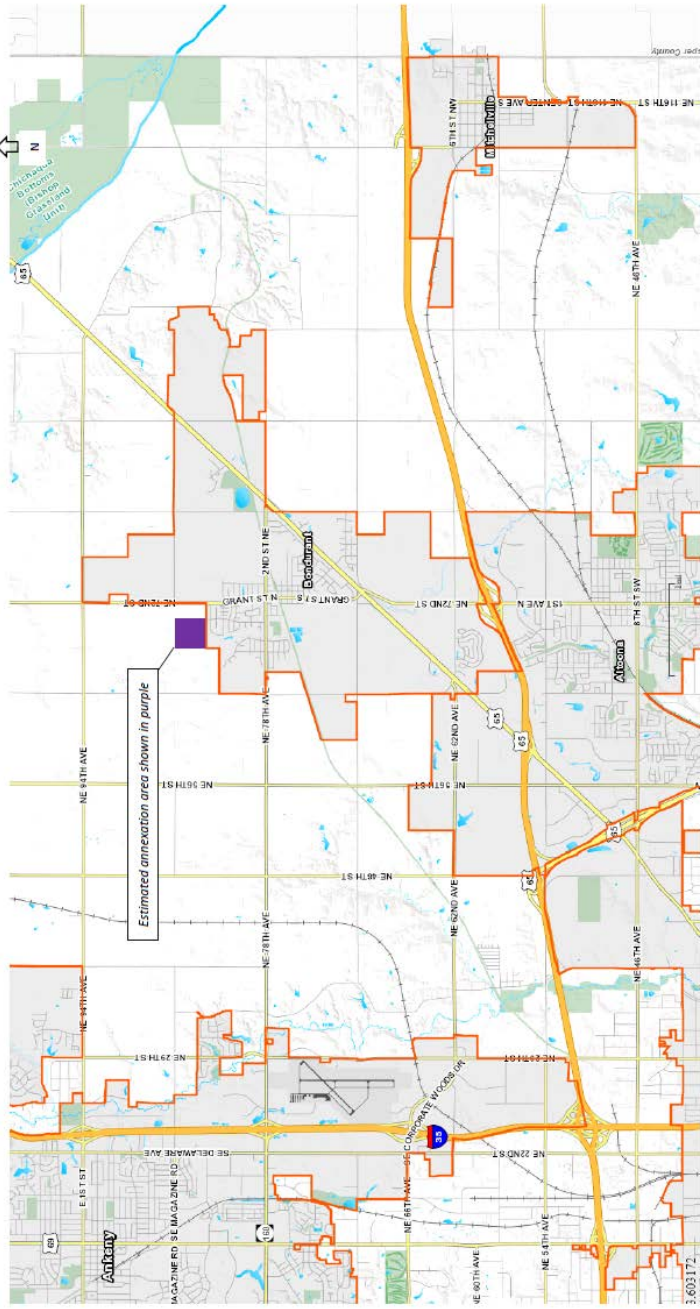
IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Craig Marshman, Interim City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

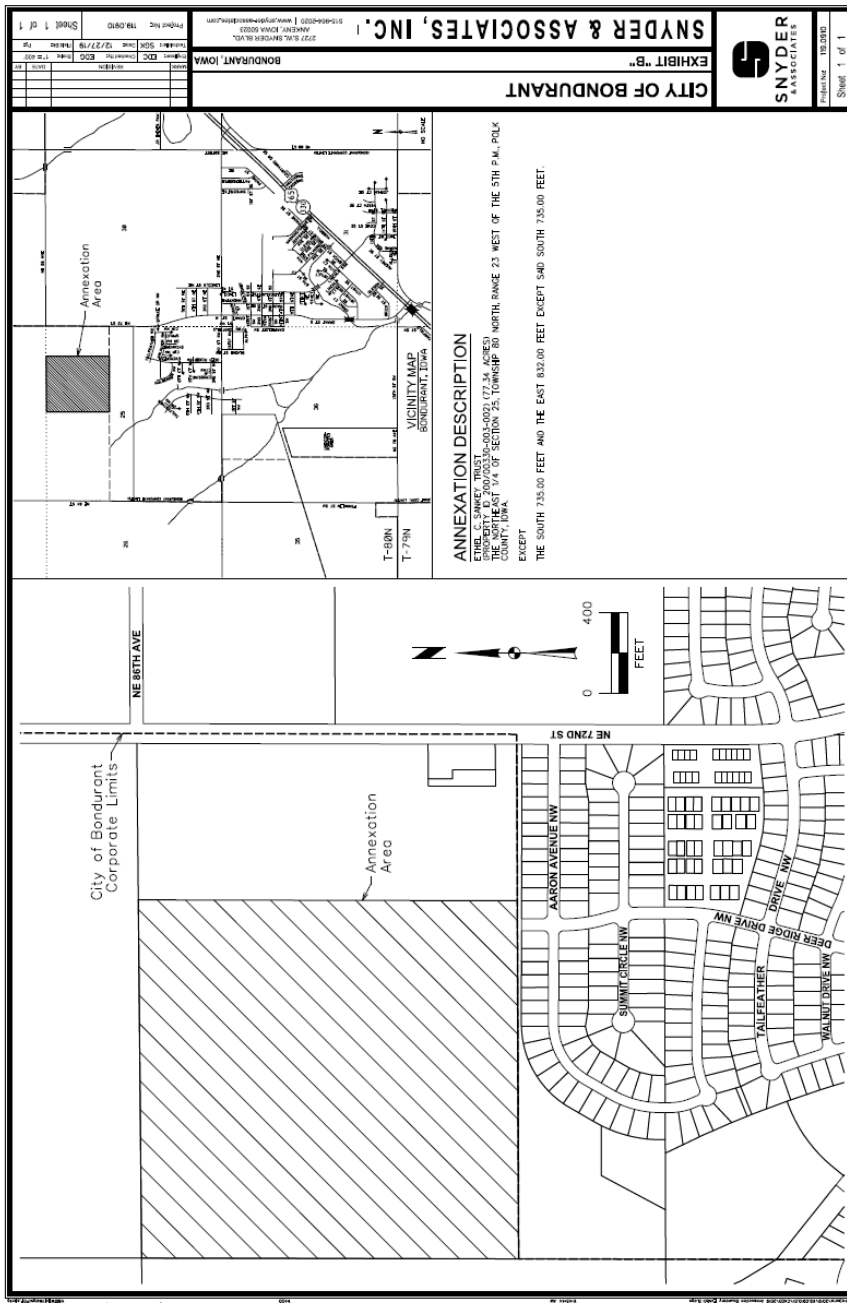
Exhibit A – Annexation Area (General Location Map)

Area Map – Showing Proposed Annexation Area in Relation to Existing City Limits



Map imagery obtained from Polk County GIS Mapping Website

Attachment B – Annexation Map (Close-up)



APPLICATION FOR ANNEXATION
CITY OF BONDURANT,
POLK COUNTY, IOWA

TO THE CITY COUNCIL OF THE CITY OF BONDURANT, POLK COUNTY, IOWA

I/ We, being the owner(s) of the following described territory adjoining the City of Bondurant, Polk County, Iowa:

THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M.,
~~CITY OF BONDURANT~~, POLK COUNTY, IOWA.
EXCEPT
THE SOUTH 735.00 FEET AND THE EAST 832.00 FEET EXCEPT SAID SOUTH 735.00 FEET.

Hereby make application to the Honorable Mayor and City Council to assent by resolution to such territory becoming a part of the City of Bondurant, Polk County, Iowa. Attached is a plat of such territory showing the situation thereof with reference to the existing corporate limits of the city.

Dated this 24 day of December, 2019.

Name of Owner(s): Ethel C Sankey Trust

Sandra Miller, Trustee

Address of Owner(s): 2116 Crown Flair Dr.

West Des Moines, IA 50265

Signature of Owner(s): Sandra Miller Trustee

Filed with the City of Bondurant, Polk County, Iowa City Clerk on the 24 day of December,
2019

File this application with the Bondurant City Center, 200 Second Street,
Northeast, Post Office Box 37, Bondurant, Iowa 50035-0037.



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

Item No. 14 & 15
For Meeting of 2/3/2020

ITEM TITLE: Public Hearing related to Webb 100% voluntary, within a two-mile urbanized area of another city, annexation public hearing on February 3rd, 2020; and consideration of resolution approving such annexation request.

CONTACT PERSON: Maggie Murray, Planning & Community Development Director

BRIEF HISTORY: The City of Bondurant has received the enclosed voluntary annexation application request for 62.84 acres of land to be annexed into the City of Bondurant's city limits. This land requested for annexation is situated in unincorporated Polk County just west of the existing Quail Run Plat 1 in the area south of 2nd Street NW/NE 78th Avenue and east of NE 64th Street. The voluntary annexation application was signed by Stanley & Mary Webb, owners.

This annexation application has been received as a result of the proposed planned unit development within this annexation area; for zoning/land use questions, please see the corresponding rezoning staff report and ordinance.

The requested annexation area is comprised of the following parcels owned by the Webbs: 200/00501-003-000, 200/00501-006-000, and 200/00501-007-000. This annexation will also include annexation of the south ½ of 2nd Street NW/NE 78th Avenue adjacent to the annexation area and also the east ½ of NE 64th Street adjacent to the annexation area.

Iowa Code specifies processes for the following types of annexation applications:

1. 100% voluntary annexation, not within an urbanized area of another city;
2. 100% voluntary annexation, within an urbanized area of another city;
3. 80% voluntary/20% involuntary, not within an urbanized area of another city;
4. 80% voluntary/20% involuntary, within an urbanized area of another city; and
5. Involuntary

This annexation request will be considered a 100% voluntary annexation, within the 2-mile urbanized area of Altoona's city limits. Iowa Code requires City Council to hold a public hearing prior to voting on a resolution considering approval of an annexation request. Since this annexation area falls within 2 miles of Altoona's city limits, the annexation will not be considered complete until after the State's City Development Board has reviewed and approved the annexation request.

When the Planning and Zoning Commission and City Council reviews annexation applications, they review the following topics: Consistency with the Comprehensive Plan and Outreach.

ANALYSIS:

Consistency with the City's Comprehensive Plan - Future Land Use Map:

This annexation application is consistent with the following objective of the City's Comprehensive Plan:

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.*

This annexation application is also consistent with the City's Future Land Use Map. This Map guides for increased density 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 increased density 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 requested Planned Unit Development (R-5) rezoning request appears to be consistent with the City's Future Land Use Map - please see the corresponding rezoning staff report for further information on this topic.

Consistency with the City's Comprehensive Plan - Future Land Use Map:

The City's Comprehensive Plan has the following three utility-related objectives relative to annexation requests:

Objective 6.20: *Encourage urban design and density patterns that maximize the effective use of existing and proposed sanitary sewer systems from the standpoint of capacity utilization and cost effectiveness. **Comment by John Horton, Public Works Director:** while the 2011 Comprehensive Plan made reference to wastewater capacity concerns, this 2011 information is outdated - wastewater capacity is no longer a concern since the City's connection to the Wastewater Reclamation Authority is complete.*

Objective 6.25: *Ensure adequate storage capacity and water distribution systems are in place to accommodate future growth and development such that existing development areas are not negatively impacted by new water usage demand. **Comment by John Horton, Public Works Director:** planning for future water demand is a concern that is already on City staff's radar. On January 21st Council approved a resolution to begin a Water System Study. This Water System Study will take into account the City's entire growth area so that staff can better plan to accommodate for future growth through the City's Capital Improvement Plan. For the time being though - this current development area should not have any adverse impacts due its proximity to the City's connection source point and also the tower that controls Bondurant's water pressure.*

Objective 6.27: *Ensure new development on the edge of the community is provided with a water distribution system that is looped and provides adequate pressure for fire protection. This development area does not give me cause for concern as stated above due to the proximity of the source connection. All construction plans for any new development are reviewed to ensure the integrity of the system as to not negatively impact the system as a whole, and to ensure that we can supply adequate fire protection.*

The developer will need to show the above objectives can be met through the eventual detailed preliminary plat submittal process.

Outreach:

As required by Chapter 368 of the Iowa Code, on January 6th the City mailed annexation notices to the following entities: City of Altoona, Polk County Board of Supervisors, affected public utilities, and the Des Moines Area Metropolitan Planning Organization. No comments have been received to date from these entities.


The City also notified the Polk County Auditor’s office for a review of the legal description and parcel ownership – on January 15th, the Auditor’s Office noted that the legal description and ownership as noted on the application are okay. The City also notified the Polk County Attorney’s Office since roadway area is also included for annexation – no comment has been received to date.

Also as required by Iowa Code, a public hearing notice was published in the Des Moines Register on January 17th, 2020; no public comment relative to the annexation request has been received to date.

PLANNING AND ZONING COMMISSION REVIEW/RECOMMENDATION: The Planning and Zoning Commission reviewed this annexation request during their meeting on January 23rd, 2020 and voted unanimously for recommended annexation approval.

ALTERNATIVES: The option exists to not hold the annexation public hearing; however, this is not recommended by staff, as an annexation public hearing is required by Iowa Code.

STAFF RECOMMENDATION: Staff recommends approval of the attached annexation resolution.

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

APPLICATION FOR ANNEXATION
CITY OF BONDURANT,
POLK COUNTY, IOWA

TO THE CITY COUNCIL OF THE CITY OF BONDURANT, POLK COUNTY, IOWA

I / We, being the owner(s) of the following described territory adjoining the City of Bondurant, Polk County, Iowa:

The West ½ of the NW ¼ 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 ¼, 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 ¼, thence North 0°37' East along this line 377.9 feet to point of beginning

Hereby make application to the Honorable Mayor and City Council to assent by resolution to such territory becoming a part of the City of Bondurant, Polk County, Iowa. Attached is a plat of such territory showing the situation thereof with reference to the existing corporate limits of the city.

Dated this 16 day of December, 2019.

Name of Owner(s): Stanley D Webb

Mary J. Webb

Address of Owner(s): PQ Box 640

Mitchellville, IA 50169

Signature of Owner(s): Stanley D Webb

Mary Webb

Filed with the City of Bondurant, Polk County, Iowa City Clerk on the 17th day of December, 2019.

Legal description
corrected 1/14/2020

File this application with the Bondurant City Center, 200 Second Street,
Northeast, Post Office Box 37, Bondurant, Iowa 50035-0037.

CITY OF BONDURANT
RESOLUTION NUMBER 200203-40

RESOLUTION APPROVING THE WEBB 100% VOLUNTARY ANNEXATION REQUEST FOR ANNEXATION INTO THE CITY OF
BONDURANT'S CITY LIMITS

WHEREAS, the City of Bondurant has received a voluntary annexation petition from Stanley D Webb and Mary J Webb, owners, requesting annexation of the following property comprised of 62.84 acres and legally described as follows:

THE WEST ½ OF THE NW ¼ 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 ¼, 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 ¼, THENCE NORTH 0°37' EAST ALONG THIS LINE 377.9 FEET TO POINT OF BEGINNING.

WHEREAS, 100% of the land area to be considered is petitioning for annexation voluntarily; AND

WHEREAS, this annexation area falls within the two-mile urbanized area surrounding the City of Altoona's city limits; AND

WHEREAS, this annexation includes annexation of the south ½ of 2nd Street NW/NE 78th Avenue and the east ½ of NE 64th Street adjacent to the Webb annexation parcels and such roadway areas proposed for annexation are included as part of the annexation legal description and annexation acres; AND

WHEREAS, annexation area maps are attached to this resolution as Exhibits A & B; AND

WHEREAS, as required by Iowa Code Section 368.7(3), notice was mailed to the City of Altoona, the Polk County Board of Supervisors, affected public utilities, and the Des Moines Area MPO on January 6th, 2020; AND

WHEREAS, as required by Iowa Code Section 368.7(3), notice was published in the Des Moines Register on January 17th, 2020; AND

WHEREAS, as required by Iowa Code Section 368.7(3), the Bondurant City Council held a public hearing to hear public comments on the proposed annexation of said property during their meeting on February 3rd, 2020; AND

WHEREAS, upon approval of this resolution, the City Clerk shall mail to the City Development Board the City's annexation documents; AND

WHEREAS, this annexation request is considered completed once the City Development Board has filed and recorded copies of the annexation as required by Iowa Code Section 368.20(1).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA THAT: that this annexation request is hereby approved as presented.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 3rd day of February, 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.

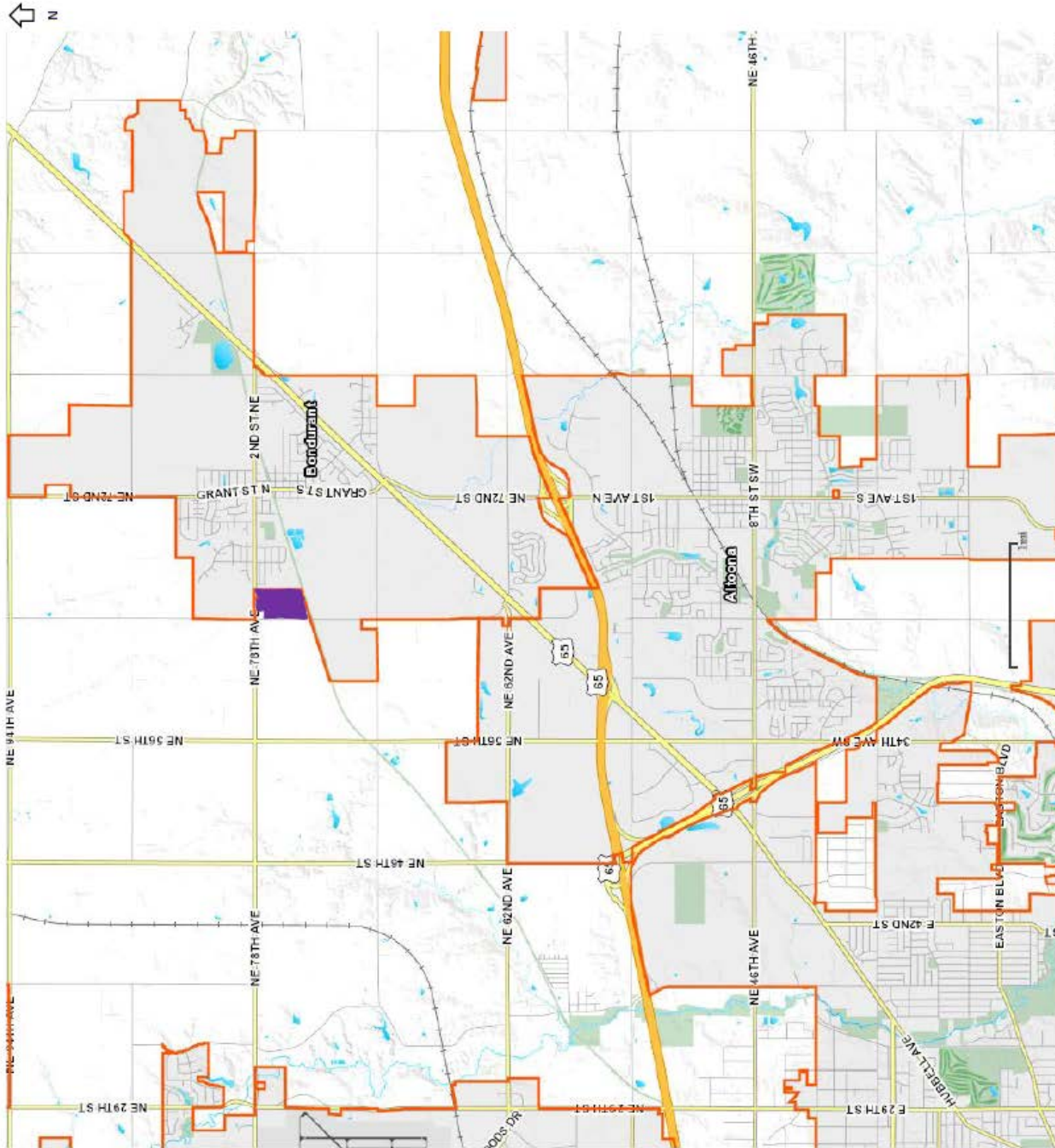
IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Craig Marshman, Interim City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

Exhibit A - Annexation Area (General Location Map)

Area Map - Showing Proposed Annexation Area in Relation to Existing City Limits



Map imagery obtained from Polk County GIS Mapping Website



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

Item No. 16 & 17
For Meeting of 2/3/2020

TITLE: Hold public hearing to hear comment on a rezoning request from the City's Agricultural (A-1) District to the Medium Density Residential (R-2) District on the Sankey W rezoning area; and first ordinance consideration.

ACTION: Hold public hearing and first ordinance consideration.

CONTACT PERSON: Maggie Murray, Planning & Community Development Director

BRIEF HISTORY: The City has received a rezoning application for an 85.76-acre area of land 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 rezoning 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 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 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:

Per the City's Zoning Ordinance, letters were sent to property owners within 200' of the proposed rezoning. Forty total letters were mailed by the City for this rezoning request. At the time of writing this report, the City has received comment from the following property owners within 200':

1. **Aaron Groves, property owner at 912 Mulberry Dr NW.** Enclosed public comment received on 1/11/2020. Comments received were regarding stormwater questions as a result of the new development proposed. Staff responded to public comment on 1/13/2020. Owner acknowledged on 1/15/2020 that his questions were addressed by staff's response.
2. **Chantelle Maxwell, property owner at 212 Aaron Ave NW.** Enclosed public comment received on 1/13/2020. Comments received were regarding School District growth concerns as a result of the new development proposed. City staff responded to owner on 1/15/2020. No property owner response to 1/15/2020 email was received by staff.
3. **Bryon Dutton, property owner at 324 Aaron Ave NW.** Enclosed public comment received on 1/13/2020. Comments received were regarding stormwater questions as a result of the new development proposed. Staff responded to public comment on 1/14/2020. Owner acknowledged on 1/14/2020 that his questions were addressed by staff's response.
4. **Grant & Lacie Calvin, property owners at 208 Aaron Ave NW.** Enclosed public received on 1/14/2020. Comments received were regarding general concerns over allowing additional growth within Bondurant. Staff responded to public comment on 1/15/2020. No property owner response to 1/15/2020 email was received by staff.

In addition to the above public comment received by property owners within 200', the following additional public comments were received by non-owners within 200':

1. **Michael Webb, son of property owner at 8630 NE 72nd Street.** Michael stopped into City Hall on 1/15/2020 to discuss the proposed rezoning. He had no comments directly related to the rezoning request, but did have some questions relative to stormwater and also the future street extension of NE 86th Avenue. City staff relayed Michael Webb's comments to the developer's engineer.
2. **Rich Powers, Bondurant-Farrar Community School District.** Public comment received on 1/15/2020. Public comment noted that the rezoning notices were received by the District and have been shared with the Board and Facility Planning Group – there are no School District concerns at this time.

The Planning and Zoning Commission meeting minutes of January 23rd, 2020 are included as part of the Council Packet – please see these minutes for additional public comment received during the Commission's rezoning public hearing.


PLANNING AND ZONING COMMISSION REVIEW/RECOMMENDATION:

The Planning and Zoning Commission reviewed this rezoning request during their meeting on January 23rd, 2020 and voted unanimously for recommended rezoning approval, subject to the following recommended conditions:

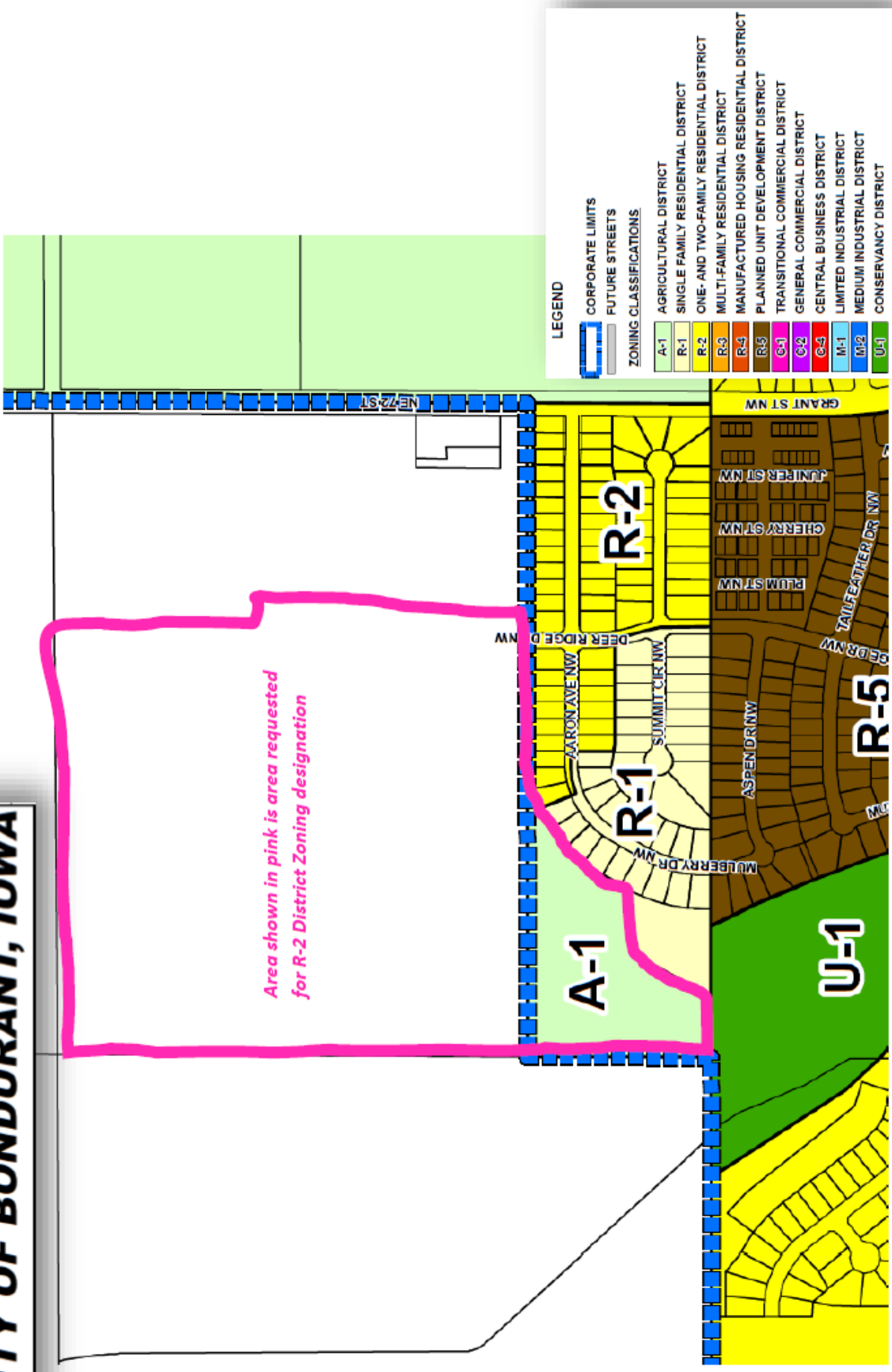
1. That such rezoning request does not become official until the annexation for this same area is approved by the City Council and recorded; and
2. That all lots within the requested rezoning area shall be developed and used for Single-Family Detached Use and not Two-Family Dwelling Use.

ALTERNATIVES: The option exists to not hold the public hearing; however, this is not recommended, as state code requires a public hearing as part of all rezoning requests.

STAFF RECOMMENDATION: Subject to further comment received, staff recommends approval of the enclosed ordinance.

___ Resolution <input checked="" type="checkbox"/> Ordinance ___ Contract ___ Other (Specify) _____
Funding Source _____ N/A
APPROVED FOR SUBMITTAL _____ <div style="text-align: center; margin-top: 10px;">  </div>
City Administrator

ZONING MAP CITY OF BONDURANT, IOWA

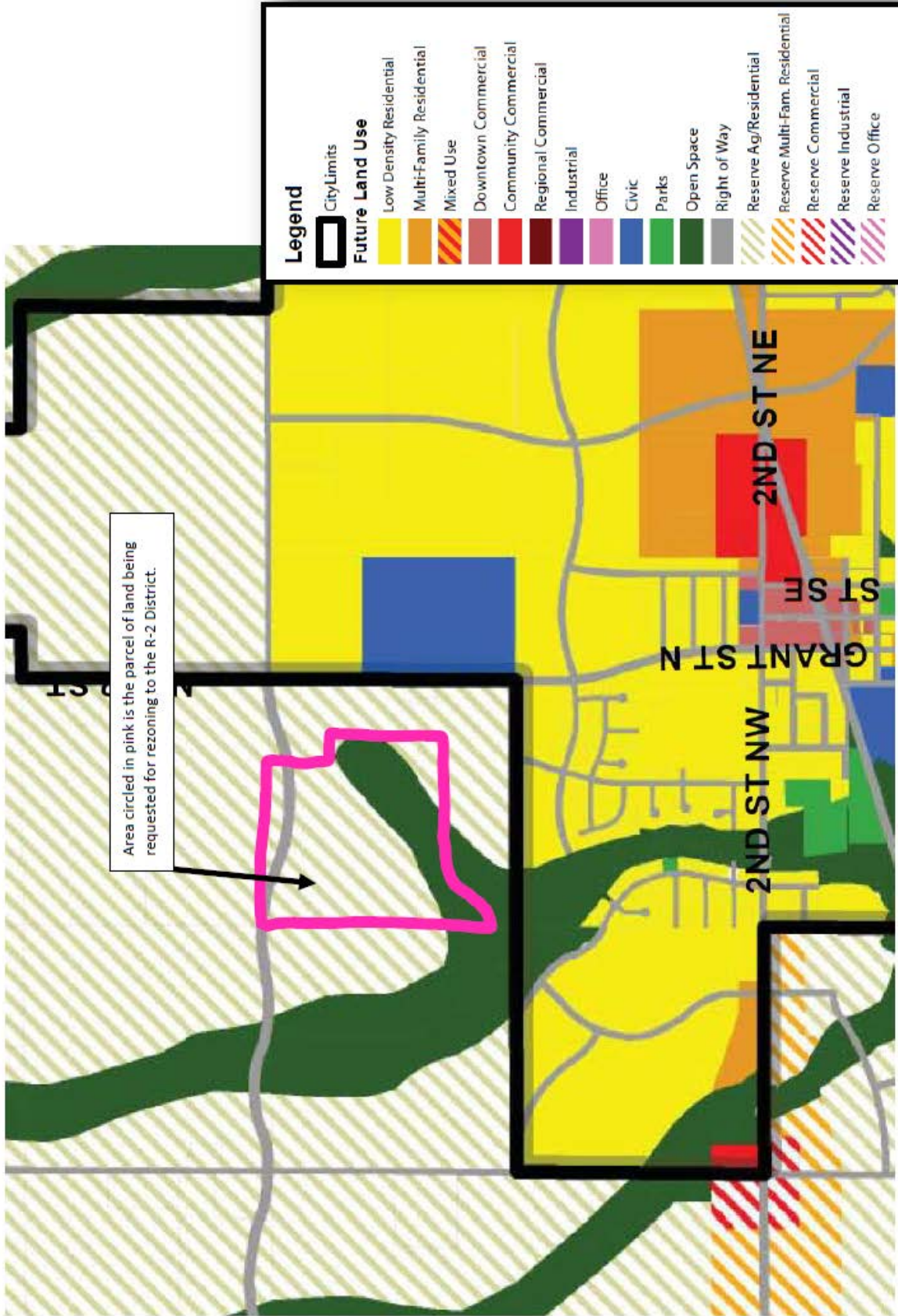


REZONING LEGAL DESCRIPTION: THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE EAST 832.00 FEET (EXCEPT THE NORTH 790.00 FEET THEREOF) AND EXCEPT THE EAST 970.00 FEET OF THE NORTH 790.00 FEET AND EXCEPT SANKEY SUMMIT PLAT 1. CONTAINING APPROXIMATELY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

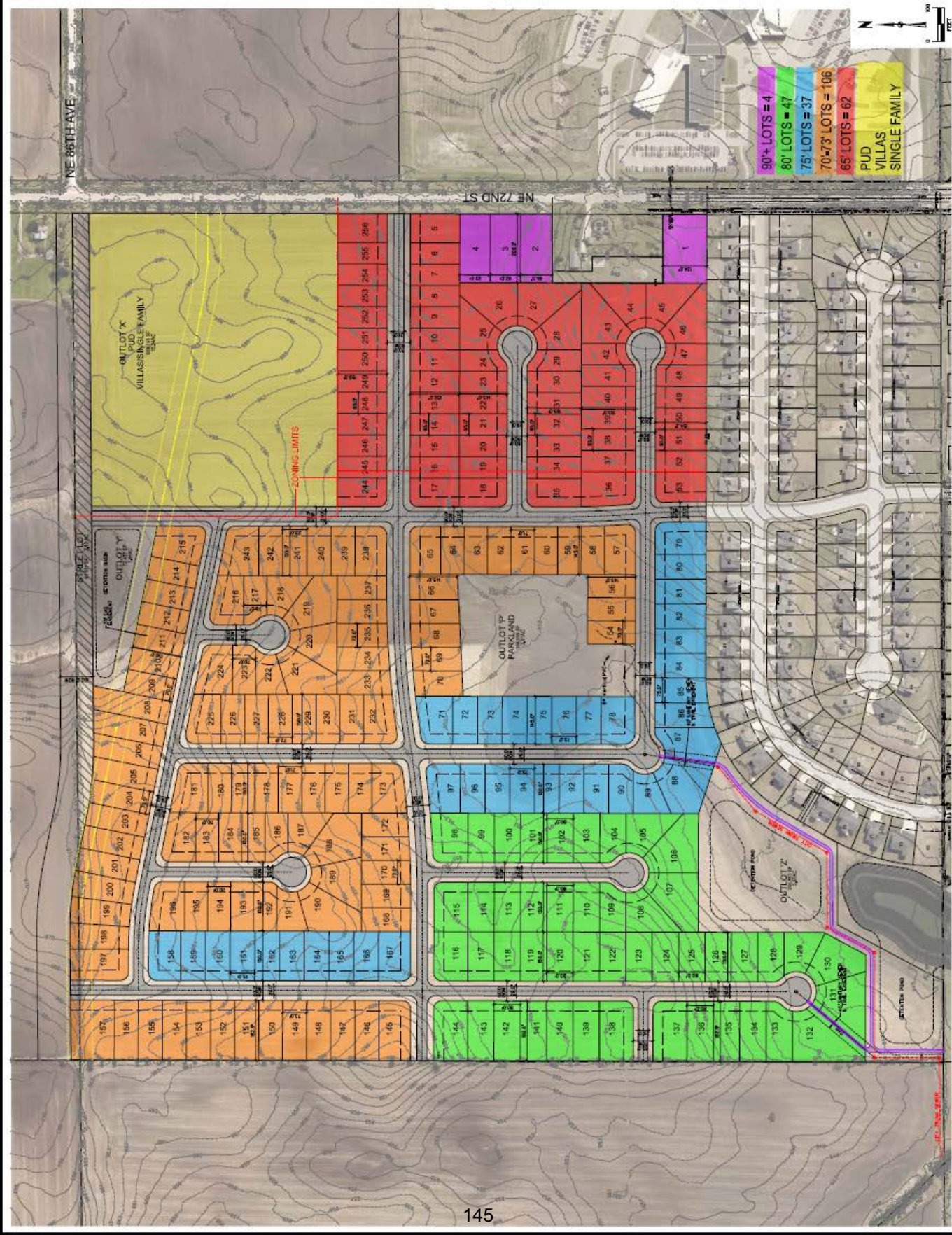


Project No.	19-0910
Issue	1/23/19
Scale	1" = 100'
Author	EDC
Check	EDC
Drawn	EDC
Sheet	1 of 1

277 N. MYRTLE BLVD.
 AMENITY 10WA 5003
 515-991-0202 | www.snyderassociates.com

SNYDER ASSOCIATES

Sheet 1 of 1



Excerpt from Rezoning Application

CITY OF BONDURANT
ORDINANCE NO. 200203-200

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BONDURANT, IOWA, 2002, BY AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE FROM AGRICULTURAL (A-1) TO MEDIUM DENSITY RESIDENTIAL (R-2)

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

Section 1. PURPOSE. The purpose of this ordinance is to change the zoning from Agricultural (A-1) to Medium Density Residential (R-2) on the following property also proposed for annexation into the corporate limits of the City of Bondurant, Polk County, Iowa and described as follows:

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.

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

1. That the zoning change will create consistency between the City's Land Use Plan and Official Zoning Map.
2. That change zoning will maintain a consistency with adjacent land uses and provide a transition for adjacent zoning.
3. That the zoning change will not negatively impact the character of the neighborhood.
4. That the public notice of this intended change has been published as by law required.
5. That such rezoning request does not become official until the annexation for this area is approved by the City Council and recorded.
6. That as allowed per Section 414.5 of the Iowa Code and as recommended by the Planning and Zoning Commission, that the following condition of rezoning approval be included as part of this rezoning ordinance: all lots within the requested rezoning area shall be developed and used for Single-Family Detached Use and not Two-Family Dwelling Use.

Section 3. HEREBY REZONED. The property, above described, is hereby rezoned to Medium Density Residential (R-2), pending annexation approval.

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

Section 4. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 5. EFFECTIVE DATE. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

CITY OF BONDURANT, POLK COUNTY, IOWA

CURT SULLIVAN, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION:

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

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

Shelby Hagan
City Clerk



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

Item No. 18 and 19
For Meeting of 2/3/2020

TITLE: Hold public hearing to hear comment on a rezoning request from the City's Agricultural (A-1) District to the Medium Density Residential (R-2) District on the Sankey E rezoning area; and first ordinance consideration.

ACTION: Hold public hearing and first ordinance consideration

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 rezoning 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 holding a public hearing for another related Medium Density (R-2) rezoning request for an 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.

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 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:

Per the City's Zoning Ordinance, letters were sent to property owners within 200' of the proposed rezoning. Thirty-two total letters were mailed by the City for this rezoning request. At the time of writing this report, the City has received comment from the following property owners within 200':

1. **Chantelle Maxwell, property owner at 212 Aaron Ave NW.** Enclosed public comment received on 1/13/2020. Comments received were regarding School District growth concerns as a result of the new development proposed. City staff responded to owner on 1/15/2020. No property owner response to 1/15/2020 email was received by staff.
2. **Grant & Lacie Calvin, property owners at 208 Aaron Ave NW.** Enclosed public received on 1/14/2020. Comments received were regarding general concerns over allowing additional growth within Bondurant. Staff responded to public comment on 1/15/2020. No property owner response to 1/15/2020 email was received by staff.
3. **Rich Powers, Superintendent of the Bondurant-Farrar Community School District.** Public comment received on 1/15/2020. Public comment noted that the rezoning notices were received by the District and have been shared with the Board and Facility Planning Group – there are no School District concerns at this time.

In addition to the above public comment received by property owners within 200', the following additional public comment was received by a non-owner within 200':

1. **Michael Webb, son of property owner at 8630 NE 72nd Street.** Michael stopped into City Hall on 1/15/2020 to discuss the proposed rezoning. He had no comments directly related to the rezoning request, but did have some questions relative to stormwater and also the future street extension of NE 86th Avenue. City staff relayed Michael Webb's comments to the developer's engineer.

The Planning and Zoning Commission meeting minutes of January 23rd, 2020 are included as part of the Council Packet – please see these minutes for additional public comment received during the Commission's rezoning public hearing.


PLANNING AND ZONING COMMISSION REVIEW/RECOMMENDATION:

The Planning and Zoning Commission reviewed this rezoning request during their meeting on January 23rd, 2020 and voted unanimously for recommended rezoning approval, subject to the following recommended conditions:

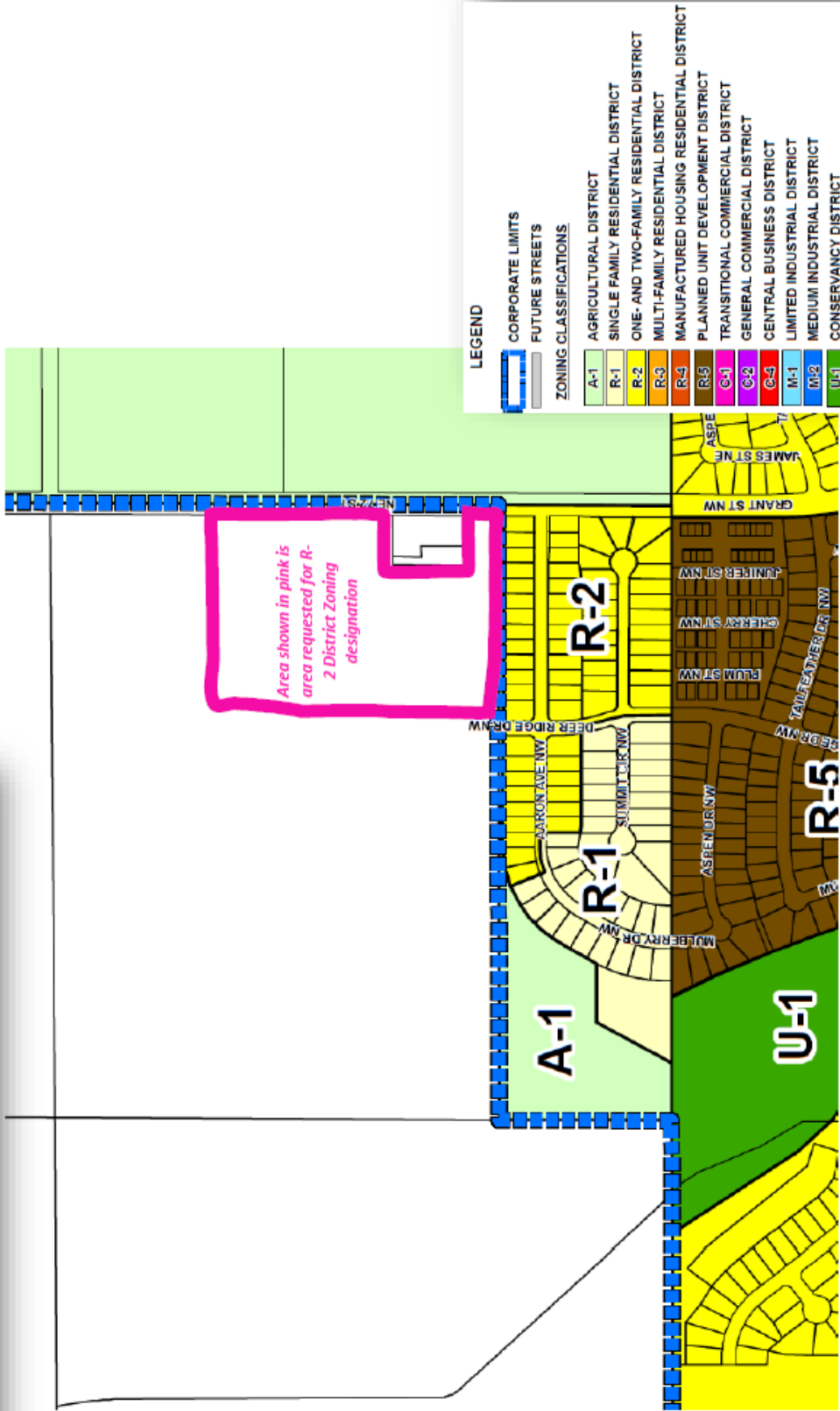
1. That such rezoning request does not become official until the annexation for this same area is approved by the City Council and recorded; and
2. That all lots within the requested rezoning area shall be developed and used for Single-Family Detached Use and not Two-Family Dwelling Use.

ALTERNATIVES: The option exists to not hold the public hearing; however, this is not recommended, as state code requires a public hearing as part of all rezoning requests.

STAFF RECOMMENDATION: Subject to further comment received, staff recommends approval of the enclosed ordinance.

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

ZONING MAP CITY OF BONDURANT, IOWA

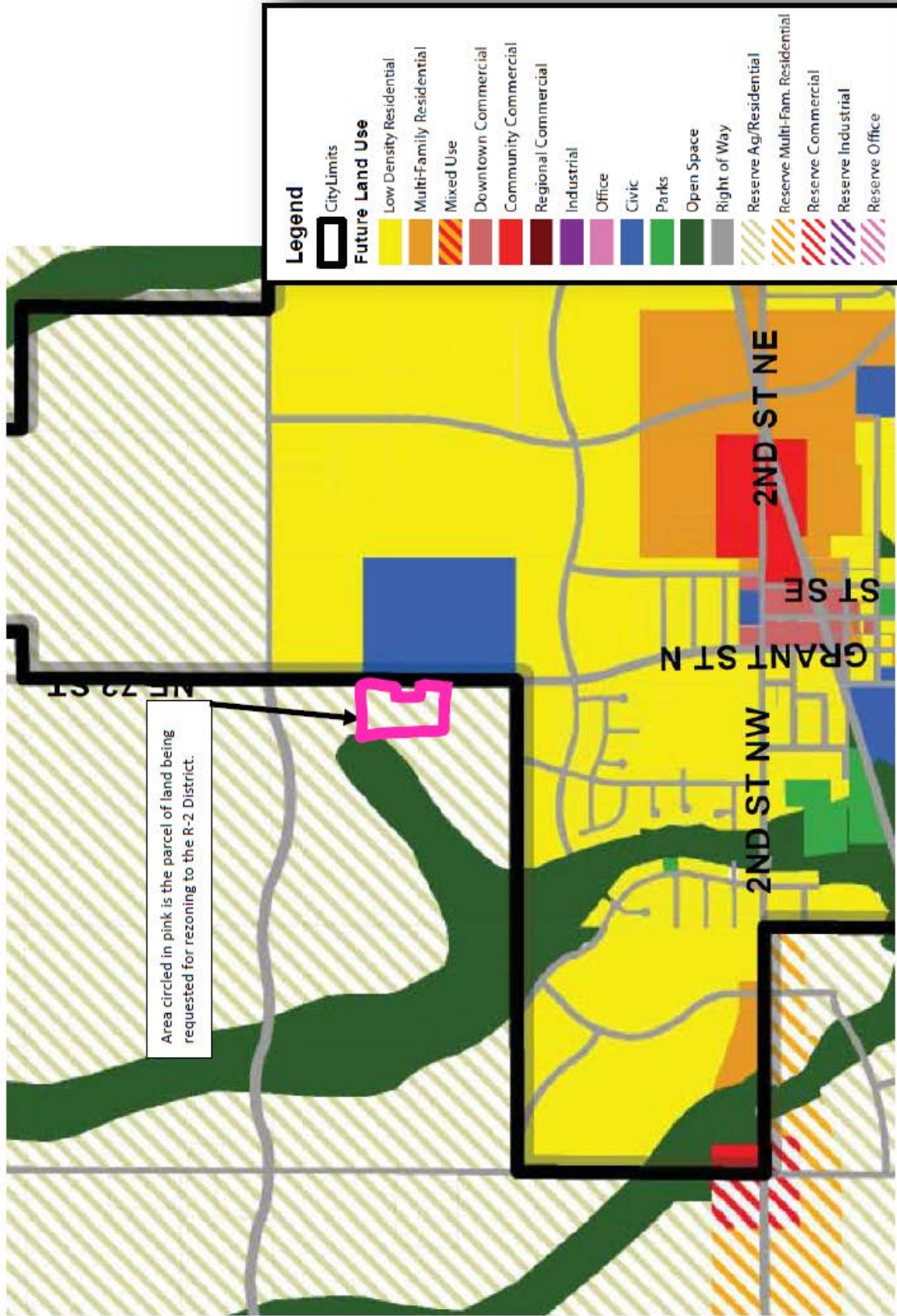


REZONING LEGAL DESCRIPTION: THE EAST 832.00 FEET (EXCEPT THE NORTH 790.00 FEET) OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT SANKEY SUMMIT PLAT 1. EXCEPT: A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, 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 338.0 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, 338.00 FT.; THENCE N-89°-30'-00"-E, 38.03 FT. TO THE POINT OF BEGINNING. ALL OF SAID PARCEL BEING LOCATED IN THE SOUTHEAST QUARTER (SE1/4) 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

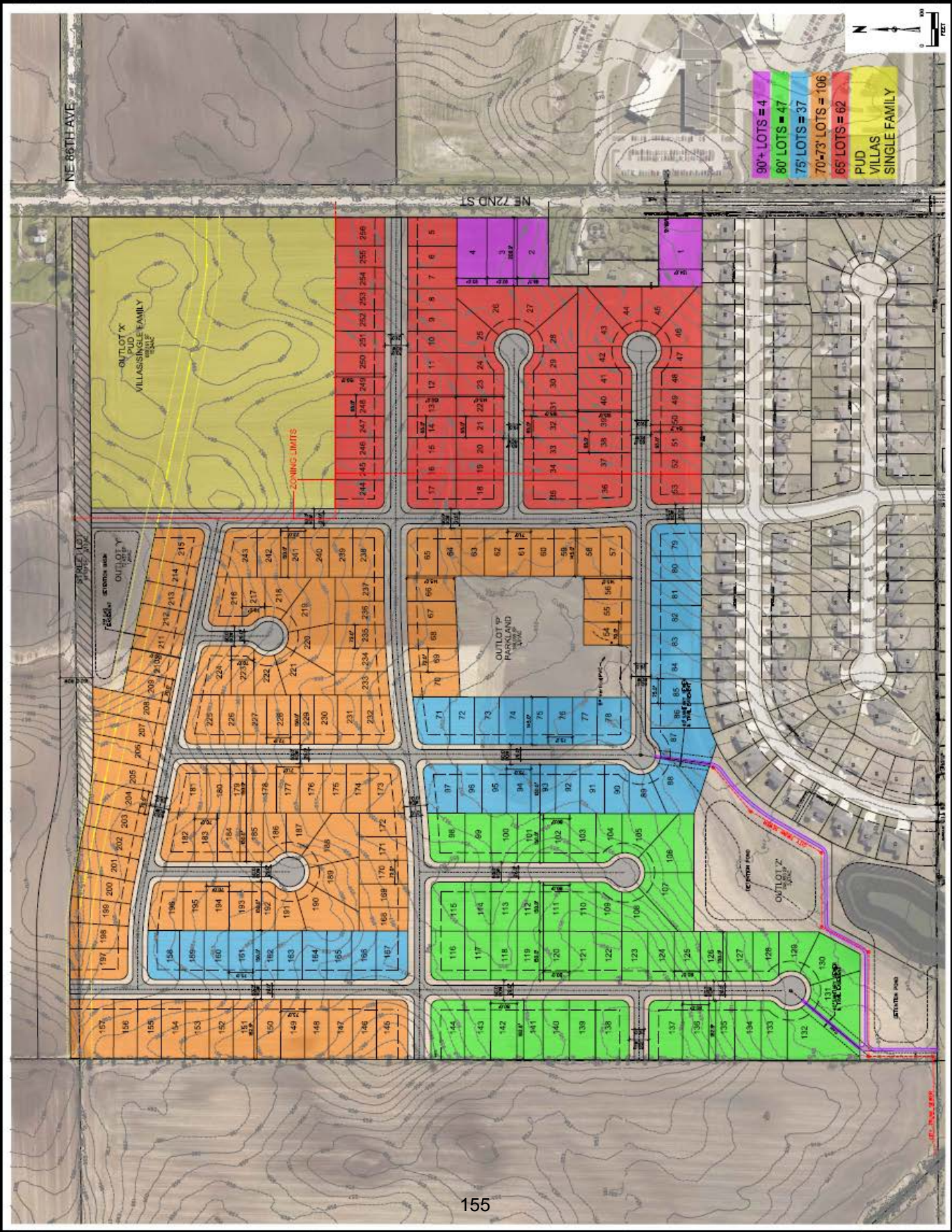


Project No.	18-0910
Client	SNYDER & ASSOCIATES, INC.
Location	NE 72ND ST, NE 66TH AVE
Scale	1" = 40'
Sheet	1 of 1

2727 SW BURNER BLVD.
 ANKENY, IOWA 50023
 515-941-2323 | www.snycorp.com

SNYDER & ASSOCIATES, INC.
CONCEPT LAYOUT 1-6-20
SANKEY SUMMIT
BONDURANT IOWA

SNYDER & ASSOCIATES
 18-0910
 Sheet 1 of 1



Public Comment Received - Owners within 200'

1. Chantelle Maxwell, property owner at 212 Aaron Ave NW:

Hello, I received the rezoning map for the property north of sankey summit. My husband and I will not be able to attend the meeting next week but I would like to ask you what the school systems plan is to accommodate the growth of the town this rezoning will create? Will there be more classes added to keep an ideal teacher to student ratio, another school for the kids clear out here, more buses?, free busing for the kids that are "IN TOWN" but not really IN TOWN? Will there be an additional preschool program added since the program now can already not accommodate for the number of preschoolers currently in town?

Thank you for your time.

Chantelle Maxwell

2. Rich Powers, Bondurant-Farrar Community School District

Maggie and Marketa,

We discussed the new projects you have recently shared at our board meeting Monday.

#1. We really appreciate the communication on the projects. I share them electronically with our board and Facility Planning group. No need for a hard copy, email is perfectly acceptable.

#2. We are most interested in being alerted to projects that would receive anything special outside of the normal graduated abatement programs. We will assume that all you have shared so far receives one of the typical options. Not that we would object to other incentives, it is simply helpful to be aware of those specifically.

#3. No concerns with any of the recent projects shared.

When a resident calls and asks about school planning please refer them to me. I'd be happy to share more.

We will be scheduling community meetings to review Master Facility Plans. The basics have already been posted. Feel free to contact me to present/update any community group. We will be seeking feedback and answering questions at the meetings and online.

2 docs you can share w/ the interested community member are below.

This is for our proposed new 7-8 grade building.

<https://drive.google.com/file/d/1vT68Q5dvjB-H7vG2KhJedfS6jOoYcBPg/view>

This covers some updates needed in our middle school and district office.

<https://drive.google.com/file/d/1-pej3uUUSzKfe1t2QKp-LexbQnQ-1ICE/view>

Let me know if you have any questions.

Sincerely,

Rich

3. Grant & Lacie Calvin, property owners at 208 Aaron Ave NW:

Hello,

I am writing this email in regards to the proposed rezoning and annex of the property on the north side of Sankey Summit. I will be unable to attend the meeting as I will be out of town on vacation. I live at 208 Aaron Ave. NW.

First, I would like to start off by saying we thoroughly enjoy living in Bondurant. For the most part, this is just like the small town that we grew up in, and that is our main reason for residing here.

I would like to state that I am opposed to this expansion, at the current time. There are a few reason for this. The main reason I would like to put this expansion on hold, is mainly because I believe Bondurant needs to slow down on the residential growth they are approving. We can all agree that Bondurant is already bursting at the seams in almost every facet of the town. That includes, schools, city hall, property, and among other things the issues with more construction and lack of infrastructure. I am sure the homework has been done regarding some of these things, but I think you should reevaluate the approval of this property. How many vacant houses are there currently in the bondurant market? How many vacant lots are ready to be built on? Between the developments that are in progress to the west, and the development in Wolf Creek, how many lots still need houses on them?

Has anyone done the math on properties available or lots available at this current time? Is the sole purpose of this new development to bring new people in to town? Most likely people in town would not be able to sell their current house to move to this new proposed development because of the huge supply of new construction houses. The tax abatement along with the price of new construction homes makes it hard for someone in a house that is 5+ years old to sell theirs and move. So, that leaves the new homes for new families to move in to, which I am not opposed to, I just think we need to fill the new vacant homes and lots first.

Also, I would like to state, with the number of new homes and rising population paired with the little to no growth in actual businesses in Bondurant, the new homes should slow down and the tax abatement should be terminated. Once people make it through the tax abatement years, chances are high that those families will be moving. I knew when I moved here that the taxes were higher than average. But, what is currently being done to reduce those taxes? New houses certainly does not do it. Anything new construction does not contribute to the tax situation because of all the abatements.

There is little to no room to actually build a business in Bondurant, whether it be buy existing buildings or buy property. The businesses that are coming are the ones that have just moved across town. How can the P&Z board come up with ways to increase business alongside the new single family homes? What IS the board currently doing to grow the local businesses?

I personally own a business, where I rent office and warehouse space in Ankeny, because there is literally no where in town to conduct my business. I have tried for over a year to bring my business to town, but it just is not possible. My wife owns a hair salon and clothing boutique. We have been actively trying to find a place in Bondurant. Again, no such luck. There are a few city owned properties, that are not for sale, and I believe not adequately used. City owned property cost the tax payers money. When they sit vacant they cost the taxpayers more money.

As I sit here and type this email, I think about current properties that are under construction, owned, vacant, or outgrown by the city. That would be the old bank at the corner of Grant and 2nd which is currently vacant or being used for storage. City Hall is being added on to. The vacant lot on Main Street is virtually impossible to buy and build on unless the city approves the plan. And we should all be very honest with ourselves, the chances of a retail storefront with apartments on top is very unlikely to happen. We already know the fire department building is too small. Soon it will be the library and the public works building. Is there a plan in place for these things when the population jumps 2000+ people over the next couple years?

In short, please reconsider approving this annexation of property at the current time. One year would not be the end of everything. Just because someone purchases the property does not mean you must approve the request for rezoning. If you say yes once, it is very very difficult to tell the next person no. Thank you for your time

Respectfully,

Grant and Lacie Calvin

Grant Calvin
American Dream Exteriors, LLC
515-777-8420

CITY OF BONDURANT
ORDINANCE NO. 200203-201

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BONDURANT, IOWA, 2002, BY AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE FROM AGRICULTURAL (A-1) TO MEDIUM DENSITY RESIDENTIAL (R-2)

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

Section 1. PURPOSE. The purpose of this ordinance is to change the zoning from Agricultural (A-1) to Medium Density Residential (R-2) on the following property also proposed for annexation into the corporate limits of the City of Bondurant, Polk County, Iowa and described as follows:

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.

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

1. That the zoning change will create consistency between the City's Land Use Plan and Official Zoning Map.
2. That change zoning will maintain a consistency with adjacent land uses and provide a transition for adjacent zoning.
3. That the zoning change will not negatively impact the character of the neighborhood.
4. That the public notice of this intended change has been published as by law required.
5. That such rezoning request does not become official until the annexation for this area is approved by the City Council and accepted by the State Development Board.
6. That as allowed per Section 414.5 of the Iowa Code and as recommended by the Planning and Zoning Commission, that the following condition of rezoning approval be included as part of this rezoning ordinance: all lots within the requested rezoning area shall be developed and used for Single-Family Detached Use and not Two-Family Dwelling Use.

Section 3. HEREBY REZONED. The property, above described, is hereby rezoned to Medium Density Residential (R-2), pending annexation approval.

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

Section 4. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 5. EFFECTIVE DATE. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

CITY OF BONDURANT, POLK COUNTY, IOWA

CURT SULLIVAN, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION:
SECOND CONSIDERATION:
THIRD CONSIDERATION:

CLERK'S CERTIFICATE

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

Shelby Hagan
City Clerk



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

Item No. 20 and 21
For Meeting of 2/3/2020

TITLE: Hold public hearing to hear comment on a rezoning request from the City's Agricultural (A-1) District to the Planned Unit Development (R-5) District on the Webb rezoning area; and first ordinance consideration.

ACTION: Hold public hearing and first ordinance consideration

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 on 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 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 that will meet the minimum bulk requirements of the City's Medium Density (R-2) District. The Master Plan also shows two 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 rezoning 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; 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 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:

Per the City's Zoning Ordinance, letters were sent to property owners within 200' of the proposed rezoning. Thirteen total letters were mailed by the City for this rezoning request. At the time of writing this report, the City has received comment from the following property owners within 200':

1. **Rich Powers, Superintendent of the Bondurant-Farrar Community School District.** Public comment received on 1/15/2020. Public comment noted that the rezoning notices were received by the District and have been shared with the Board and Facility Planning Group – there are no School District concerns at this time.

The Planning and Zoning Commission meeting minutes of January 23rd, 2020 are included as part of the Council Packet – please see these minutes for additional public comment received during the Commission’s rezoning public hearing.

PLANNING AND ZONING COMMISSION REVIEW/RECOMMENDATION:

The Planning and Zoning Commission reviewed this rezoning request during their meeting on January 23rd, 2020 and voted unanimously for recommended rezoning approval, subject to the following code clarification item:

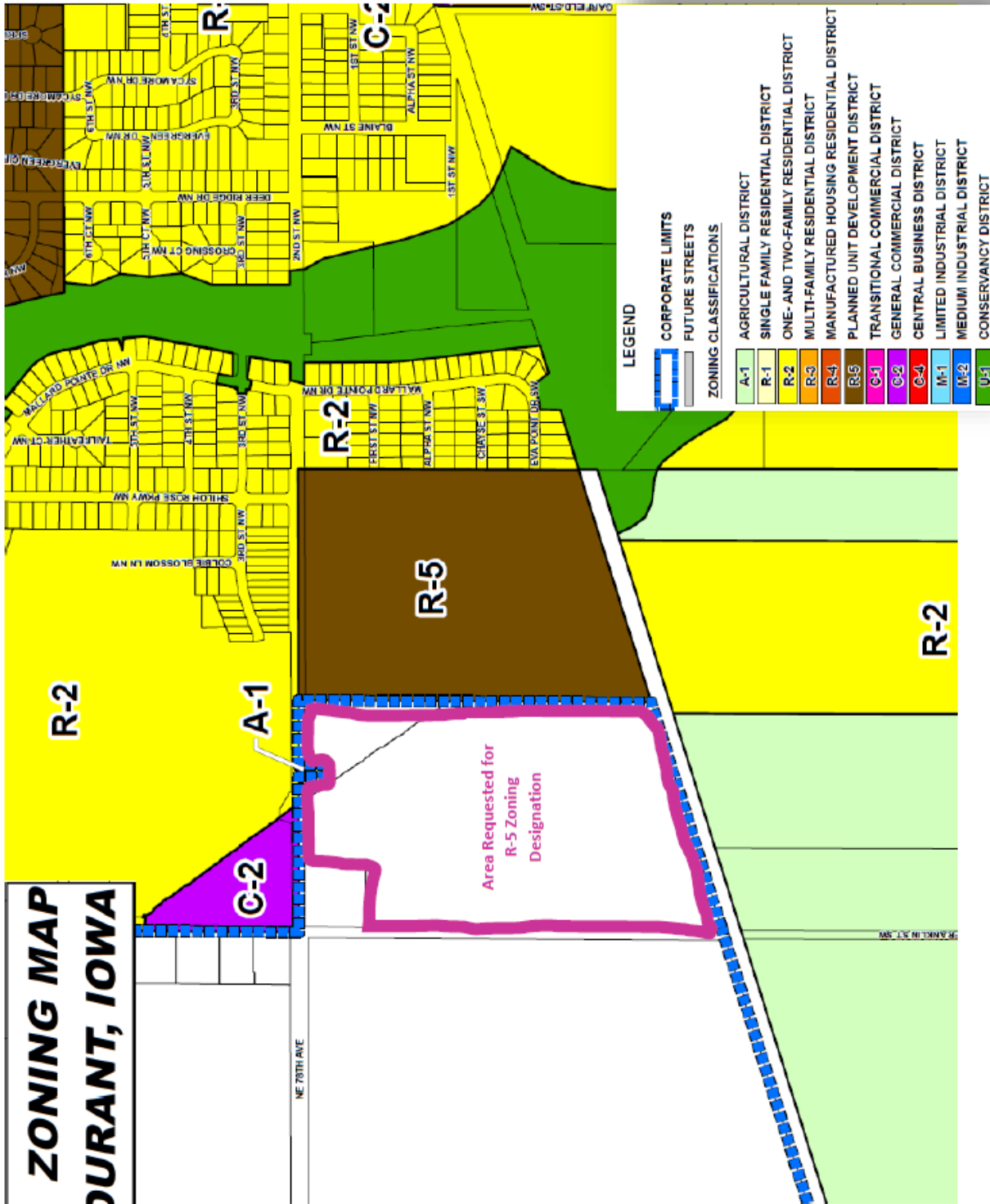
1. That such rezoning request does not become official until the annexation for this same area is approved by the City Council and accepted by the City Development Board.

ALTERNATIVES: The option exists to not hold the public hearing; however, this is not recommended, as state code requires a public hearing as part of all rezoning requests.

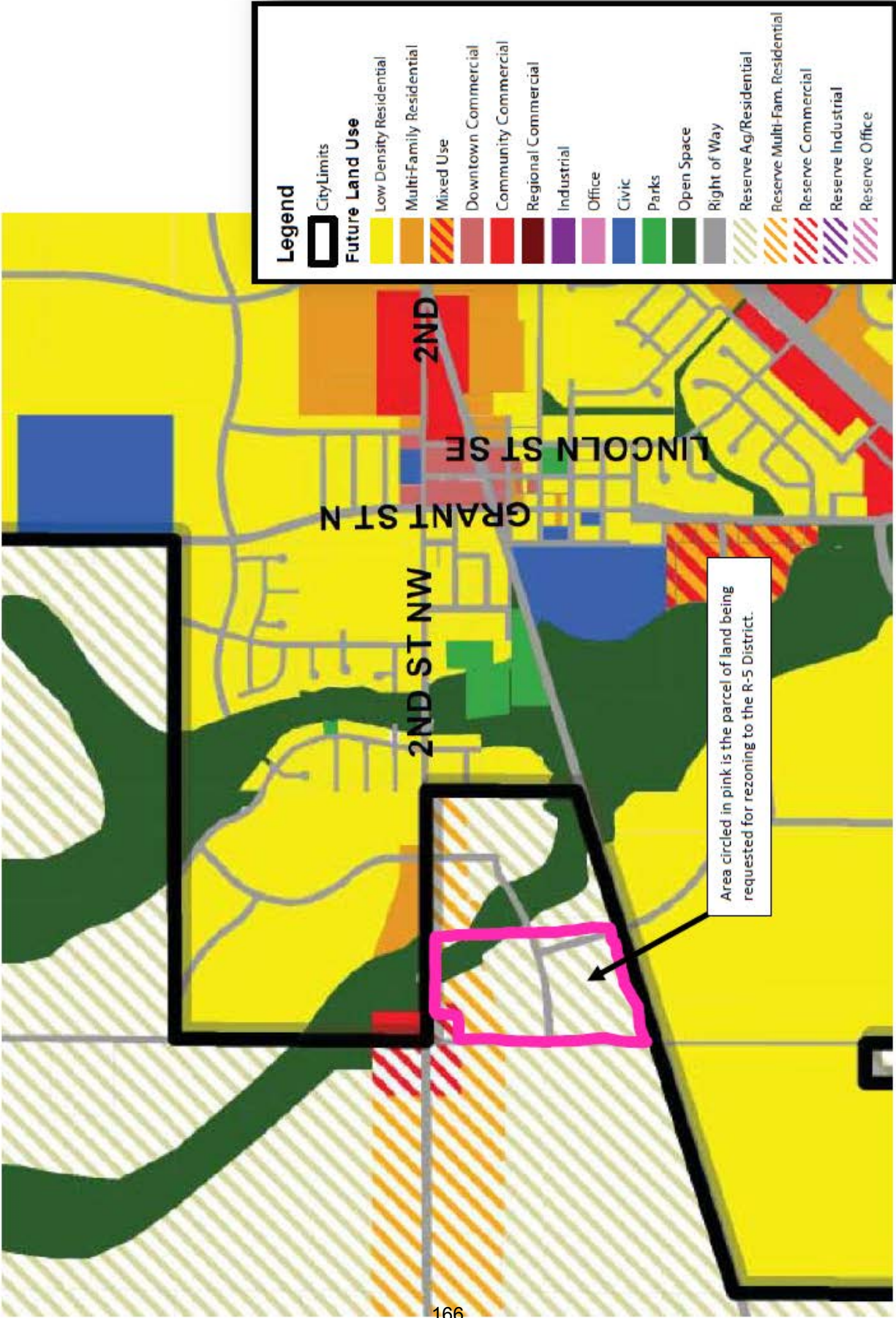
STAFF RECOMMENDATION: Subject to further comment received, staff recommends approval of the enclosed ordinance.

___ Resolution <input checked="" type="checkbox"/> Ordinance ___ Contract ___ Other (Specify) _____
Funding Source _____ N/A
APPROVED FOR SUBMITTAL _____ <div style="text-align: center; margin-top: 10px;">  City Administrator </div>

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 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 965 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 88°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 75668 BY AMERICAN ABSTRACT COMPANY CONTINUED TO MAY 14, 1983, AT 2:01 P.M.), CONTAINING APPROXIMATELY 92.84 ACRES.



CITY OF BONDURANT
ORDINANCE NO. 200203-202

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BONDURANT, IOWA, 2002, BY AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE FROM AGRICULTURAL (A-1) TO PLANNED UNIT DEVELOPMENT (R-5)

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

Section 1. PURPOSE. The purpose of this ordinance is to change the zoning from Agricultural (A-1) to Planned Unit Development (R-5) on the following property also proposed for annexation into the corporate limits of the City of Bondurant, Polk County, Iowa and described as follows:

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.).

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

1. That the zoning change will create consistency between the City's Land Use Plan and Official Zoning Map.
2. That change zoning will maintain a consistency with adjacent land uses and provide a transition for adjacent zoning.
3. That the zoning change will not negatively impact the character of the neighborhood.
4. That the public notice of this intended change has been published as by law required.
5. That such rezoning request does not become official until the annexation for this area is approved by the City Council and accepted by the City Development Board.

Section 3. HEREBY REZONED. The property, above described, is hereby rezoned to Planned Unit Development (R-5), pending annexation approval.

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

Section 4. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 5. EFFECTIVE DATE. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

CITY OF BONDURANT, POLK COUNTY, IOWA

CURT SULLIVAN, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION:

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

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

Shelby Hagan
City Clerk



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

Item No. 22 and 23
For Meeting of 2/3/2020

TITLE: Hold public hearing to hear comment on a request to modify an existing Planned Unit Development (R-5) District; and first ordinance consideration.

ACTION: Hold public hearing and first ordinance consideration

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 detached residential development to occur within the requested modification area.

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 Commission as part of this zoning modification staff report is the topic of zoning modification 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:

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.

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:


Per the City's Zoning Ordinance, letters were sent to property owners within 200' of the proposed zoning modification area. Seven total letters were mailed by the City for this modification request. At the time of writing this report, no public comment has been received relative to the modification request.

PLANNING AND ZONING COMMISSION REVIEW/RECOMMENDATION:

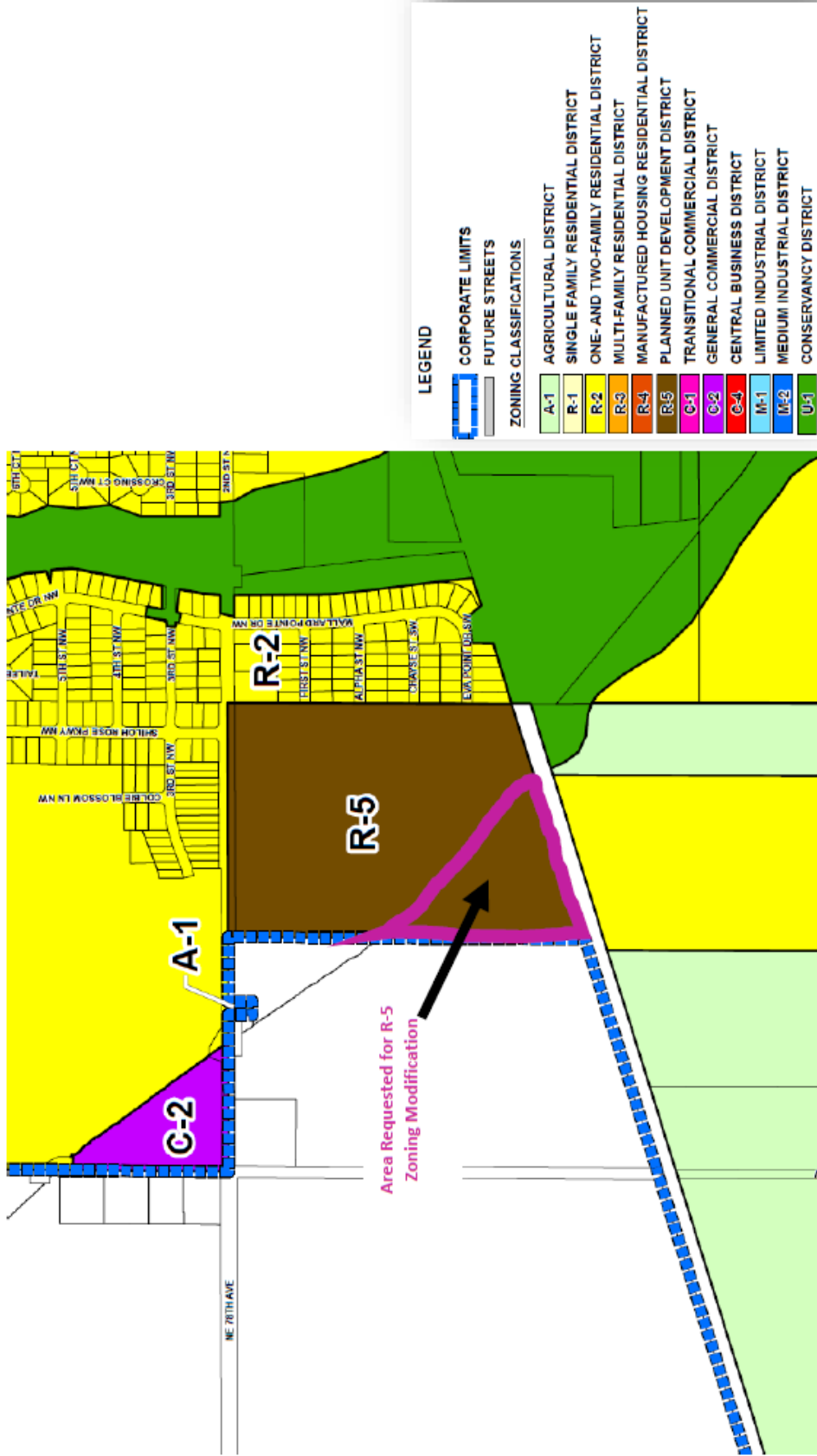
The Planning and Zoning Commission reviewed this rezoning request during their meeting on January 23rd, 2020 and voted unanimously for recommended Planned Unit Development (R-5) District modification approval to allow for single-family detached use as shown on the Master Plan within this modification area.

ALTERNATIVES: The option exists to not hold the public hearing; however, this is not recommended, as the City’s Zoning Code states that modification requests shall be treated as rezoning requests. State code requires a public hearing as part of rezoning requests.

STAFF RECOMMENDATION: Subject to further comment received, staff recommends approval of the enclosed ordinance.

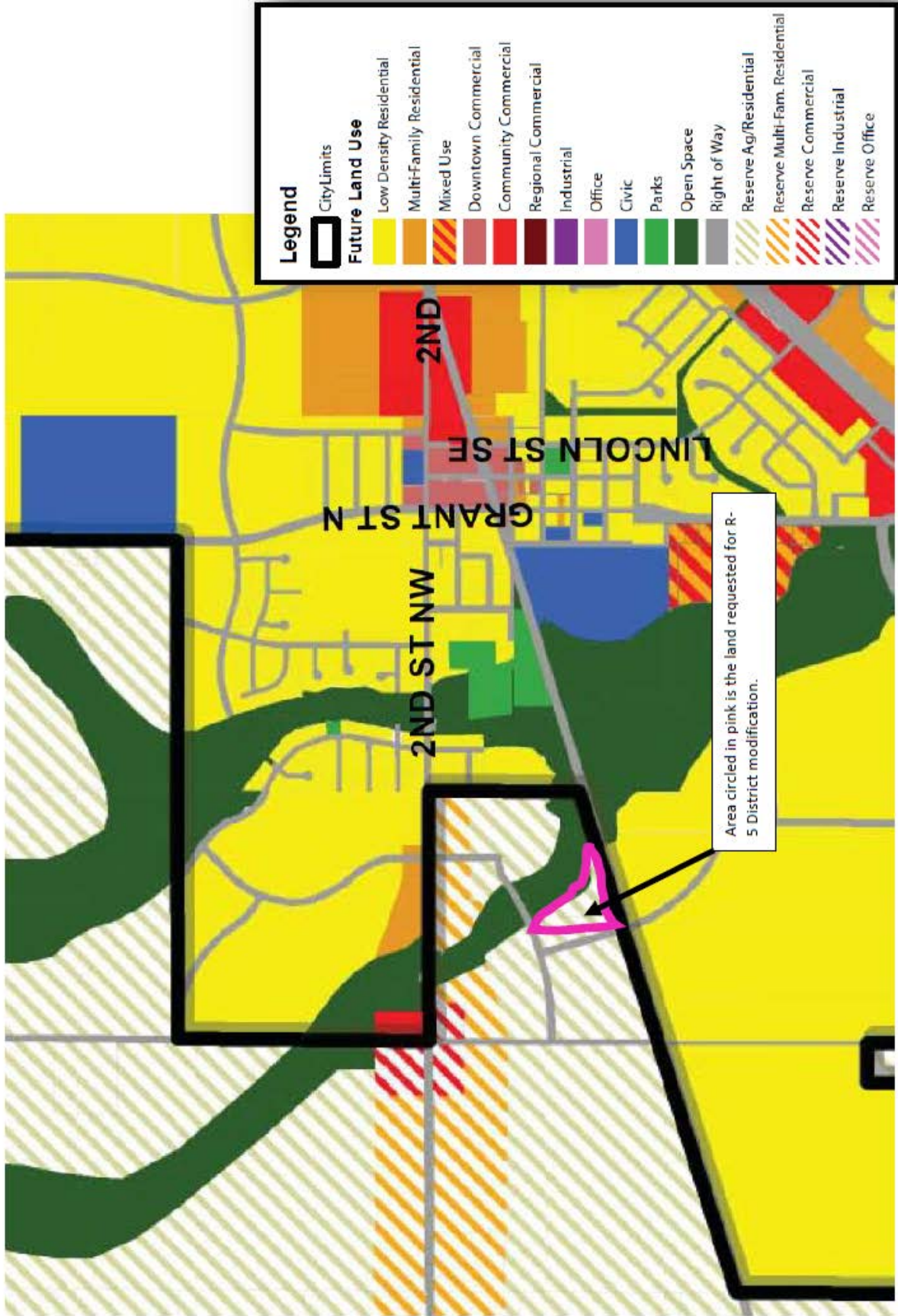
___ Resolution <input checked="" type="checkbox"/> Ordinance ___ Contract ___ Other (Specify) _____
Funding Source _____ N/A
APPROVED FOR SUBMITTAL _____  City Administrator

ZONING MAP CITY OF BONDURANT, IOWA



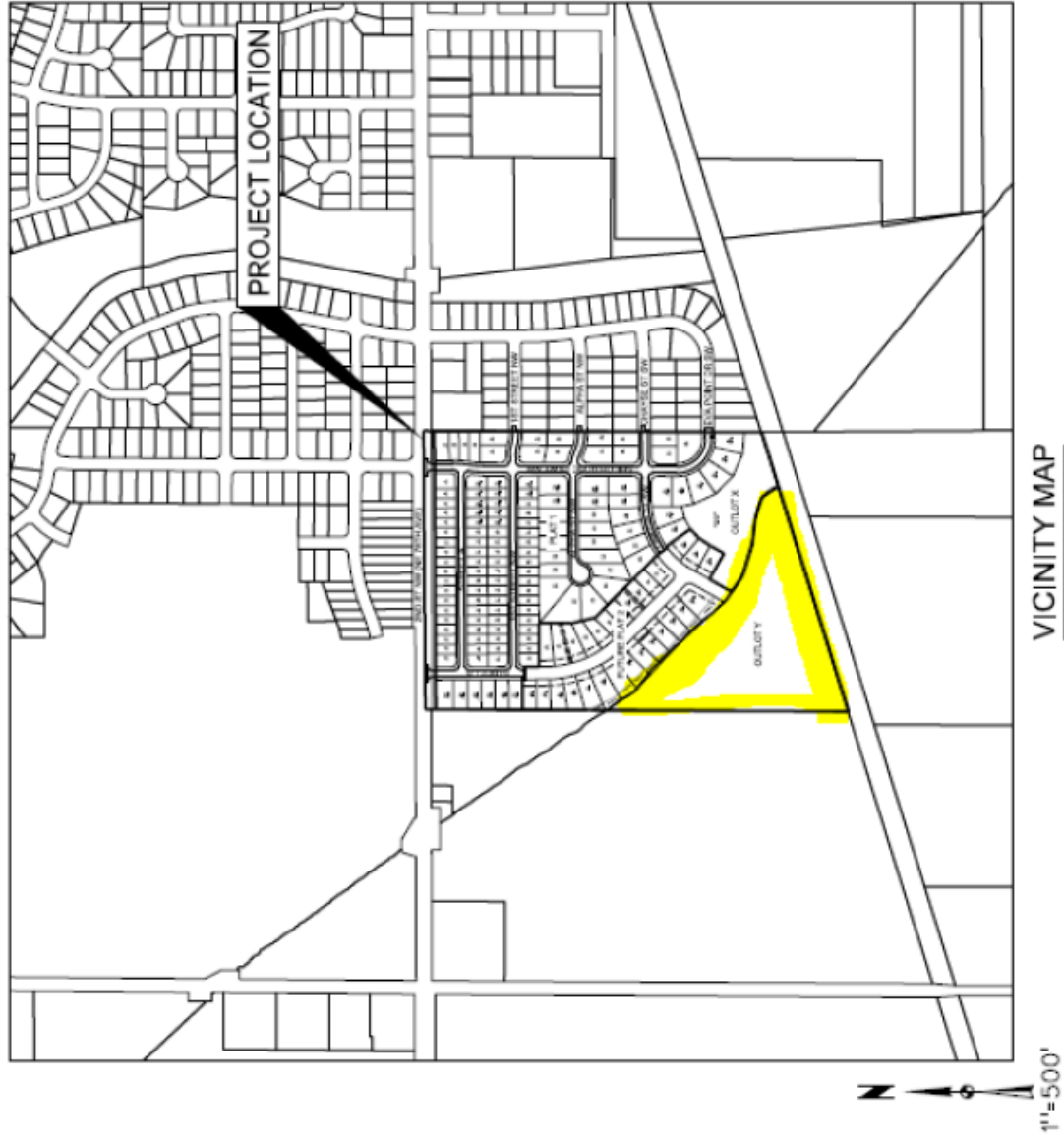
ZONING MODIFICATION LEGAL DESCRIPTION: A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE NORTHWEST 1/4; THENCE SOUTH 00°18'03" 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, 188.42 FEET; THENCE SOUTH 47°05'22" EAST, 305.14 FEET; THENCE SOUTH 42°28'13" EAST, 285.39 FEET; THENCE SOUTH 54°48'08" EAST, 60.28 FEET; THENCE SOUTH 54°48'08" EAST, 91.47 FEET; THENCE SOUTH 72°47'58" EAST, 156.16 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°42'28" WEST, 1115.82 FEET; THENCE NORTH 00°18'03" EAST, 1143.81 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.96 ACRES (621, 057 S.F.).

Future Land Use Map



QUAIL RUN PRELIMINARY PLAT

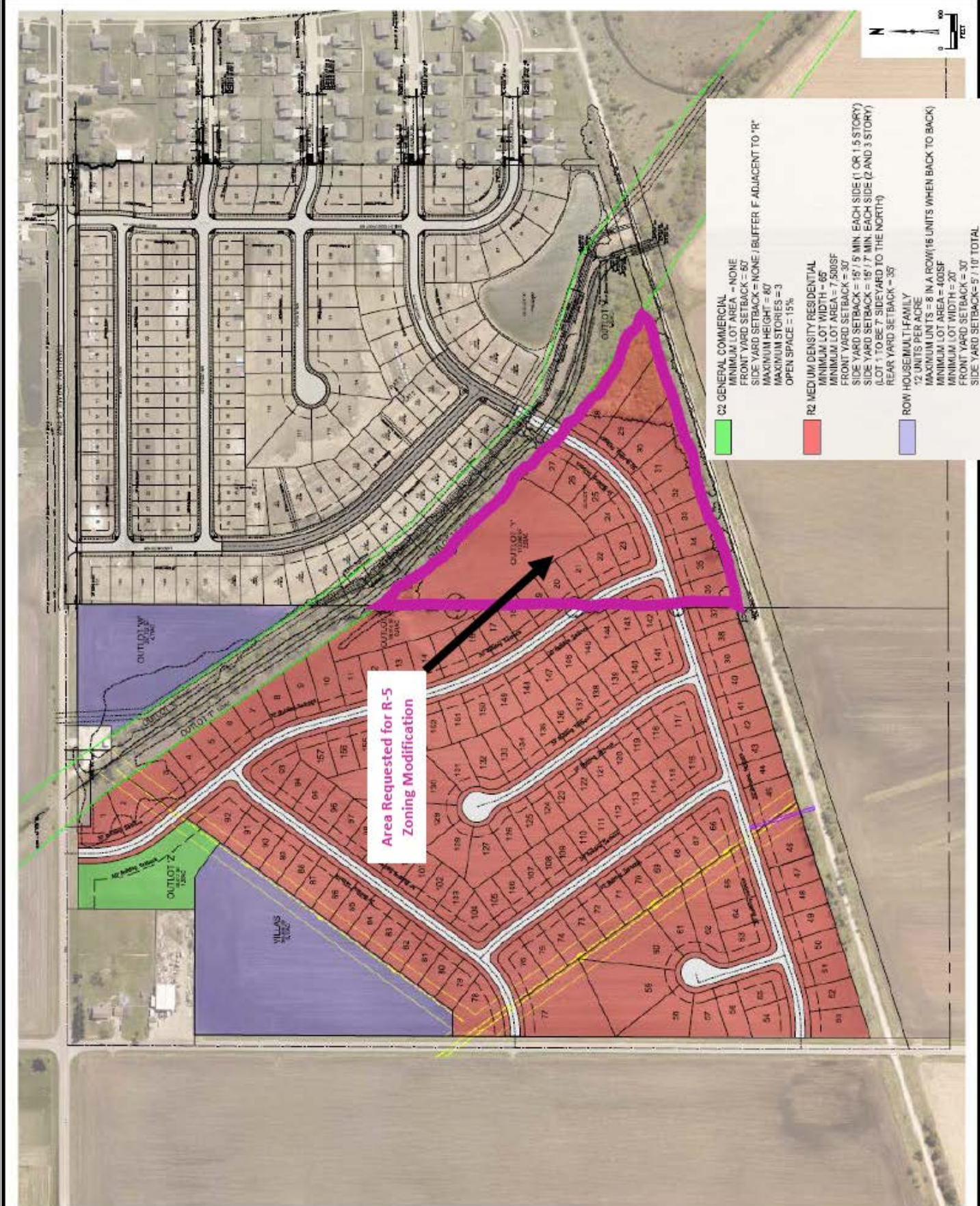
Excerpt from



The Quail Run Preliminary Plat area was rezoned by Council on 5/21/2018. At the time of rezoning and also preliminary plat approval, no bulk regulations were established for the highlighted portion above now proposed for Planned Unit Development (R-5) District Modification – such modification will be to establish bulk regulations for the proposed single-family lots within this area.

Project No.	1702018
Client	SNYDER & ASSOCIATES, INC.
Location	3775 SW 26th Avenue, Bonita, IA
Scale	1" = 40'
Sheet	1 of 1

SNYDER & ASSOCIATES, INC.
1702018 1702018
Sheet 1 of 1



Area Requested for R-5
Zoning Modification

- █ C2 GENERAL COMMERCIAL
 - MINIMUM LOT AREA - NONE
 - FRONT YARD SETBACK = 5'
 - SIDE YARD SETBACK = NONE / BUFFER F ADJACENT TO 'R'
 - MAXIMUM HEIGHT = 8'
 - MAXIMUM STORIES = 3
 - OPEN SPACE = 15%
- █ R2 MEDIUM DENSITY RESIDENTIAL
 - MINIMUM LOT WIDTH = 65'
 - MINIMUM LOT AREA = 7,500SF
 - FRONT YARD SETBACK = 15'
 - 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 1 TO BE 7' SIDEYARD TO THE NORTH)
 - REAR YARD SETBACK = 35'
- █ ROW HOUSE/MULTI-FAMILY
 - 12 UNITS PER ACRE
 - MAXIMUM UNITS = 8 IN A ROW (16 UNITS WHEN BACK TO BACK)
 - MINIMUM LOT AREA = 400SF
 - MINIMUM LOT WIDTH = 20'
 - FRONT YARD SETBACK = 5'
 - SIDE YARD SETBACK = 5' / 10' TOTAL
 - REAR YARD SETBACK = 35'
 - (OUTLOT 'W' TO BE 20' REAR YARD SETBACK)

CITY OF BONDURANT
ORDINANCE NO. 200203-203

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BONDURANT, IOWA, 2002, BY
MODIFYING THE ZONING CLASSIFICATION OF AN EXISTING PLANNED UNIT DEVELOPMENT (R-5)
DESIGNATION

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

Section 1. PURPOSE. The purpose of this ordinance is to modify an existing Planned Unit Development (R-5) District by establishing single-family detached use and bulk regulations as shown on the Master Plan on the following property in the City of Bondurant, Polk County, Iowa and described as follows:

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.).

Section 3. HEREBY MODIFIED. The property, above described, is hereby modified to establish use and bulk regulations within an existing Planned Unit Development (R-5) District as shown on the Master Plan.

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

Section 4. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 5. EFFECTIVE DATE. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

CITY OF BONDURANT, POLK COUNTY, IOWA

CURT SULLIVAN, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION:
SECOND CONSIDERATION:
THIRD CONSIDERATION:

CLERK'S CERTIFICATE

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

Shelby Hagan
City Clerk