

**Participants wishing to speak on a topic should message the meeting moderator. All participants are asked to mute their individual computers at times when they are not speaking to minimize background noise. Join: [Zoom Meeting Link](#)*

**NOTICE OF A REGULAR MEETING
BONDURANT CITY COUNCIL
JANUARY 20, 2026**

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on January 20, 2026, in the Bondurant City Center, 200 Second Street, Northeast, Bondurant, Polk County, Iowa. Said meeting is open, and the public is encouraged to attend.

AGENDA

1. Roll Call
2. Call to Order and Declaring a Quorum
3. Abstentions declared
4. Perfecting and Approval of the Agenda
5. Guests requesting to address the City Council
6. Presentations
 - a. Bondurant Soccer Club Update, Brandon Cook
7. Consent Agenda:

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

 - a. Approval of January 5, 2026, City Council Meeting Minutes
 - b. Claims List
 - c. Receive & File - 2025 Planning and Zoning Commission Annual Report
 - d. - Resolution approving pay request no. 1 to Breton Electrical Services for the Grain District Lincoln Street Public Improvements Electrical Conduit Project in the amount of \$10,032.68
 - e. - Resolution affixing a date for a public hearing for February 2, 2026, on the request to modify the Future Land Use Map from Neighborhood Commercial and Low-Density Residential to Regional Commercial on property abutting Truman Drive, NE, and 2nd Street, NE
 - f. - Resolution affixing a date for a public hearing for February 2, 2026, on the request for rezoning from the Transitional Commercial (C-1) District to the General Commercial (C-2) District on a portion of property located at GeoParcel 8022.30.376.004
 - g. - Resolution affixing a date for a public hearing for February 2, 2026, on the adoption of the Bondurant Zoning, Sign, and Subdivision Code, including approval of the PUD Scoring Matrix

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

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

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- h. - Resolution accepting an amended version of the perpetual easement and temporary construction easement document for the SE Trunk Sewer Project and authorizing the Mayor to execute necessary Documents and Payments
- i. - Resolution appointing Louise Jennings and Chris Johnsen to the Planning & Zoning Commission to fill vacancies resulting from the resignations of Andy Mains and Kristin Brostrom
- j. - Resolution Approving Amendment No. 2 to the Professional Services Agreement with Shive-Hattery for The Garden Project in the amount of \$11,800
- k. - Resolution approving a deduct change order for The Garden Project
- l. - Resolution approving pay request no. 13 (Release of Retainage) to McAninch Corporation for the Civic Campus Improvements Phase 1 Project in the amount of \$92,592.89
- m. - Resolution approving pay request no. 13 to Alliance Construction Group LLC for the Civic Campus Improvements Phase 2 Project in the amount of \$59,659.70
- n. - Resolution approving action to order construction and set date of bid letting and public hearing on Bids, Specifications, and Form of Contract, for February 2, 2026, for the BFSB Public Infrastructure 2nd St. NE Improvements Project
- o. - Resolution approving the professional services agreement with Veenstra & Kimm for the design of the Civic Campus and Truman Drive Area Street Lighting project in an amount not to exceed \$31,400
- p. - Resolution approving Change Order No. 2 for reduction of the contract with Gerard Tank & Steel in the amount \$59,000 for liquidated damages
- q. - Resolution approving the contract for construction manager at risk services for the City of Bondurant Water Treatment Facility by Story Construction
- r. - Resolution of endorsement for the City of Bondurant's Revitalize Iowa's Sound Economy (RISE) Grant Application for funding to assist with roadway improvements associated with an Immediate Opportunity to serve the Timmins Industrial Park
- s. - Resolution approving pay request no. 11 (Release of Retainage) to Ball Team LLC for the Bondurant City Park Reconstruction Phase 2 Project in the amount of \$85,307.65

8. **Public Hearing**

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- a. Public hearing on the proposed January, 2026 expansion of the Bondurant Urban Renewal Area (Southeastern Industrial Area)
 - b. Public hearing on Plans, Specifications, and Form of Contract for the Southeast Trunk Sewer
9. Action Items
 - a. - Resolution approving an Agreement with Iowa Audio Video for the City Chambers AV Control Upgrade
 - b. - Resolution approving the Bondurant Industrial Park Plat 2 Preliminary Plat
 - c. - Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Bondurant Urban Renewal Area
 - d. - Resolution awarding the contract for the Southeast Trunk Sewer Project to Thorpe Contracting LLC in the amount of \$356,974.74
10. Discussion Items -
 - a. Amending the Bondurant Nuisance and Junk Motor Vehicle Codes
 - b. Public Transportation Discussion
11. Reports / Comments and appropriate action thereon:
 - a. Mayor
 - b. Council Members
 - c. Administrator
 - d. Directors
12. **Closed Session**
 - Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
13. Adjournment

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 Soccer Club 2025 Annual Meeting

Brandon Cook
Bondurant Soccer Club President





Agenda

- ⚽ About
- ⚽ Soccer Parks
- ⚽ Youth Registrations
- ⚽ Organization
- ⚽ Budget
- ⚽ Sponsors
- ⚽ Looking Ahead
- ⚽ Capital Improvements
- ⚽ Thank You!





About

History

- First soccer season in 1977 with 14 players (48 years)
- Club established in 1981 with 80 players
- 865 players in 2025

Mission

- Promote the sport of soccer to all youth in the city of Bondurant and surrounding areas
- Foster sportsmanship and teamwork
- Create a family environment that will bring people of the community together
- Develop our youth into better leaders

Core Values

- To create a fun atmosphere
- Respect one another
- Be involved and represent in the community

Who We Serve

- Boys and Girls 4-18 years old

Soccer Parks



Collision Soccer Park

- 7-acre park at 315 2nd St NW
- Serves youth U5 - U10 age groups
- Playground and Benches – updated in 2025 by City of Bondurant
- Concession Stand
- Equipment Shed
- Men and Women Restrooms
- Gravel parking lot with 2 hard surface handicap parking stalls

Bondurant Regional Sports Complex

- 11-acre park at 2050 Jr Haines Parkway
- Serves youth U11 - U18 age groups
- Equipment Shed
- Men and Women Restrooms
- Gravel parking lot with 2 gravel handicap parking stalls
- Hard surface parking with parking stalls – installed in 2023 by City of Bondurant





Youth Registrations

Year	2024	2025
Spring	Conversion Period	395
Fall	480	470
Total	480	865

- Bondurant Soccer Club provides recreational youth soccer to ages U5 – U18.
- BSC offers competitive level soccer for U9 – U10 players through the Academy program.
- U5-U8 players receive a game t-shirt to keep.
- U9-U18 players are provided a uniform kit which is to keep with registration.
- Fall 2024 season BSC aligned registration platform with Iowa Soccer Association.

Parent Survey Results

- Sent to 470 families, 88 responses
- “THANK YOU to all who work on the fields! They always look beautiful and our kids were all so lucky to play on them!!!”
- “We are new to BSC and had an overwhelming positive experience.”

Organization



Board of Directors

President: Brandon Cook

Vice President: Jason Greubel

Treasurer: Nick Stanley

Secretary: Chad Driscoll

Registrar: Rebecca Sly

Director of Referees: Chris Gonzalez

Director of Fields: Jeremy Picket

Director of Communications: Stephanie Carlson

Director of Concessions: Andrea Haselhoff

Director of U5/U6: Stephanie Carlson

Director of Coaches: Nick Quinlan

Director of Uniforms: Jodi Reifert

Director of Academy: Mark Feld

Operation Volunteers

- 60 Coaches for all BSC (Head and Assistants)- U5 through U18 including Academy
- 600 hours put into our BSC program
- Mowing 13 hours / week = 28 weeks
- Painting 6 hours /week – 16 weeks
- 40 hours Field Setup
- 100 hours for irrigation (BRSC)

Paid Positions

- Referees
- Concession workers
- Director of Academy (U9-U10 Girls and Boys)

Miscellaneous:

- All coaches are required to take Safe Sport/Concussion training.
- All referees are required to take referee training.
- Volunteers receive player registration discount.

Budget



Player Registration

U5-U6 = \$70
U7-U8 = \$100
U9-U10 = \$120
U11-U14 = \$120
U15+ = \$130
Academy = \$225

Volunteers

Board of Directors
Recreational Coaches
Mowing/Painting/Cleaning

Key Sponsors

Perficut = Field Weed Control

Expenses

Referees = \$20 - \$65 (depending on age group)
Concession Worker = \$13/hour
Volunteer registration discount program
City of Bondurant Field Lease = \$1 annual
Collison Field Lease = \$2,000 annual
Field Fertilizer = \$3,400 / yr
Mower gas = \$1000 / yr
Kybos = \$3,000 / yr
Equipment Maintenance = \$20,000 annually

Equipment

2 Scag 72" Zero Turn Lawn Mowers
2 Kubota 72" Zero Turn Lawn Mowers
1 Kubota Tractor with Fertilizer Spreader
1 Robot Painter

Sponsors



BSC has maintained strong partnerships and sponsors.



Ankeny Law
Bondurant Men's Club
City of Bondurant
Honest Wrenches
Perficut
Polk County Supervisors
Prairie Ag
Prairie Meadows
TrustPoint
Vision Bank





Looking Ahead

Recent Completed Projects

- Bought robot painter
- Field Clean Up – end of season remove goal nets, aerate fields, winterize equipment
- Lease extension with City of Bondurant
- Secured funding for BRSC irrigation project

Upcoming Projects

- Install irrigation at BRSC
- Spring registration – set game schedule with Iowa Soccer Association, assign/train coaches, inventory/order uniforms
- Spring field clean up – place goals and nets, prepare field equipment

Challenges & Opportunities

- space with growth
- connecting with all families
- communication and transparency
- referees – spectator involvement, increase, retain
- coaches – volunteers, quality

Capital Improvements | 3-5 Year Plan



BRSC Soccer Park

- Develop 8 acres
- Irrigation backup water source
- Install Security Cameras
- Expand equipment shed
- Enhance Weather Emergency Plan
- Hard surface handicap parking stalls
- Hard surface walking paths
- Concession stand
- Playground area
- Host Regional Tournament

Collison Soccer Park

- Install Security Cameras
- Enhance Weather Emergency Plan
- Hard surface walking paths
- Improve area along Mud Creek





Thank You!

Website

www.bondurantsoccerclub.com

Facebook

Bondurant Soccer Club



BONDURANT CITY COUNCIL
Minutes
January 5, 2026
Bondurant City Council

1. Roll Call

Present: Mayor Doug Elrod, Council Member Tara Cox,
Council Member Angela McKenzie, Council
Member Matt Sillanpaa, Council Member Chad
Driscoll, Council Member Dennis Lyman
City Officials Present: City Administrator Marketa Oliver, City Clerk
Shelby Hagan, Planning & Community
Development Director Maggie Murray, Public
Works Director John Horton, Assistant City
Administrator Jene Jess, Fire Chief Aaron
Kreuder, Assistant Fire Chief Anthony
Rautherberg, Library Director Michell Klinker-
Feld

2. Call to Order and Declaring a Quorum

Mayor Elrod called the meeting to order at 06:01 PM and declared a quorum.

3. Appointment of Mayor Pro Tem

Mayor Elrod appointed Council Member Driscoll to serve as Mayor Pro Tem for the upcoming term.

4. Abstentions declared

None.

5. Perfecting and Approval of the Agenda

Motion by Cox, seconded by Driscoll, to amend the agenda by removing item #7p. Vote on Motion 5-0. Motion carried. Motion by Cox, seconded by Driscoll, to approve the agenda as amended. Vote on Motion 5-0. Motion carried.

6. Presentations

a. Human Trafficking Prevention & Awareness Month

The Mayor read and proclaimed January 2026 as Human Trafficking Prevention and Awareness Month, recognizing the importance of raising awareness, promoting prevention efforts, and supporting victims and survivors of human trafficking.

b. Bondurant Library Annual Report

Library Director Klinker-Feld presented the Bondurant Community Library Annual Report, providing an overview of library operations, programs, services, and highlights from the past year.

**A virtual meeting was offered.*

- c. Polk County Sheriff's Department Report
Lt. Shane Grego, Polk County Sheriff's Department, reported a total of 566 calls for service within the City of Bondurant. Lt. Andrew Hunt was introduced to the City Council and the public as the new liaison assigned to the Bondurant area.

7. Consent Agenda:

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

- a. Approval of December 15, 2025, City Council Meeting Minutes
- b. Claims List
- c. Applications for Council Approval
- d. Receive & File - Bondurant Library Annual Report
- e. Receive & File - November 5, 2025, Bondurant Library Board Meeting Minutes & Director's Report
- f. R-260105-1- Resolution approving Change Order No. 4 to Manatt's Inc. for additional work not in the plans for the Grain District Lincoln Street Public Improvements in the amount of \$500.00
- g. R-260105-2- Resolution approving Pay Request No. 5 to Manatt's Inc. for the Grain District Lincoln Street Public Improvements Project in the amount of \$40,619.89
- h. R-260105-3- Resolution approving Pay Request No. 12 to McAninch Corporation for the Civic Campus Improvements Phase 1 Project in the amount of \$7,692.54
- i. R-260105-4- Resolution approving Change Order No. 4 for replacement of water system valve boxes for the 2nd Street Widening Project in the amount of \$2,640.00 to Manatt's Inc.
- j. R-260105-5- Resolution approving Pay Request No. 8 to Manatt's Inc for the 2nd Street, NW Widening Project in the amount of \$12,464.19
- k. R-260105-6- Resolution re-approving Pay Request No. 2 to Core Construction for The Station Project in the amount of \$215,842.46

**A virtual meeting was offered.*

- l. R-260105-7- Resolution approving Pay Request No. 3 to Core Construction for The Station Project in the amount of \$246,858.21
 - m. R-260105-8- Resolution approving Pay Request No. 1 to Graphite Construction Group Inc. for 108 Main Street Parking Lot Project in the amount of \$1,500.00
 - n. R-260105-9- Resolution approving appointments to the WRA Finance Committee for CY 2026
 - o. R-260105-10- Resolution approving the appointment of Shive-Hattery as City Engineer and approving a professional services agreement for City Engineering Services
 - p. R-260105-11- Resolution approving the Shive-Hattery professional services agreement related to the design of Timmins Industrial Park Roadway Improvements in the amount of \$2,953,000
Motion by Driscoll, seconded by Cox, to Approve the Consent Agenda.
Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll, Lyman. Nays: None.
Absent: None. Motion carried 5-0.
8. Guests requesting to address the City Council
None.
9. Discussion Items -
- a. Conference Center Naming
The Bondurant Emergency Services Training Room was highlighted as a flexible, multi-use conference space that supports a wide range of meetings, trainings, and community events, enhancing collaboration among emergency services, City staff, partner organizations, and the community. Discussion was also held regarding naming the space in honor of a former member of the department, recognizing their service and lasting contributions.
10. Reports / Comments and appropriate action thereon:
- a. Mayor
Happy New Year, welcomed Council Member Lyman, Greater Des Moines Partnership Legislative Opening Night next Monday.
 - b. Council Members
McKenzie - Upcoming liaison meetings.
Driscoll - Upcoming liaison meetings and inquiries about a few projects

**A virtual meeting was offered.*

around town.

Lyman - Upcoming liaison meetings.

Cox - Kudos and appreciation expressed to the Fire Department for their efforts and professionalism on the recent fire in the area, and upcoming liaison meetings.

Sillanpaa - Liaison updates.

c. Administrator

Recent fire in the area comments, the next Council meeting will be on a Tuesday due to the holiday.

d. Directors

Horton - Department update.

Kreuder - Department update.

Klinker-Feld - Department update.

Jess - Department update.

Murray - Department update.

Hagan - Department update.

11. **Closed Session-** Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation

Motion by Driscoll, seconded by Sillanpaa, to Move into Closed Session at 06:53 PM. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll, Lyman. Nays: None. Absent: None. Motion carried 5-0.

Mayor Elrod closed the Closed Session at 07:12 PM.

12. Adjournment

Motion by Cox, seconded by Driscoll, to adjourn at 07:12 PM. Vote on Motion 5-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on January 5, 2026, that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting kept continually current and readily available for the public inspection at the Office of the City Clerk; that such subject were contained in said agenda for at least twenty-four hours prior to said meeting and the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten business days and prior to the next convened meeting of said body.

**A virtual meeting was offered.*

Doug Elrod, Mayor



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

Item No. 7.b.
For Meeting of 1/20/2026
Motion

TITLE: Claims List

CONTACT PERSON:

Jene Jess, Assistant City Administrator

BRIEF HISTORY & ANALYSIS: The claims list contains recent financial records for the City. It includes check registers and payroll summaries detailing payments made to vendors and employees, as well as specific refunds for utility billing accounts. Total payment amounts and fund allocations are summarized for each register.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Claims List



Check Register

Packet: APPKT03278 - 1/6/26 AUTOMATED PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
1547	BIBLIONIX	01/06/2026	AP Automation	0.00	3,530.00	APA001569
2638	BOLTON & MENK, INC	01/06/2026	AP Automation	0.00	1,017.50	APA001570
1537	BOUND TREE MEDICAL LLC	01/06/2026	AP Automation	0.00	1,571.61	APA001571
1228	CINTAS CORPORATION #762	01/06/2026	AP Automation	0.00	39.93	APA001572
0145	DIAM PEST CONTROL	01/06/2026	AP Automation	0.00	75.00	APA001573
2567	ENVIRONMENTAL SYSTEMS RESEAR	01/06/2026	AP Automation	0.00	5,100.00	APA001574
2362	GOVERNMENT FINANCE OFFICERS A	01/06/2026	AP Automation	0.00	600.00	APA001575
3035	HINCKLEY MEDICAL INC.	01/06/2026	AP Automation	0.00	1,800.00	APA001576
1062	IOWA PRISON INDUSTRIES	01/06/2026	AP Automation	0.00	109.34	APA001577
0210	IMWCA	01/06/2026	AP Automation	0.00	8,653.00	APA001578
1340	KONICA MINOLTA	01/06/2026	AP Automation	0.00	426.75	APA001579
3036	Mary Harris	01/06/2026	AP Automation	0.00	130.00	APA001580
2409	MERCY NORTH PHARMACY	01/06/2026	AP Automation	0.00	71.45	APA001581
0286	METRO WASTE AUTHORITY	01/06/2026	AP Automation	0.00	48,771.43	APA001582
2192	OMNI EMS	01/06/2026	AP Automation	0.00	1,505.63	APA001583
1234	OMNISITE	01/06/2026	AP Automation	0.00	1,450.00	APA001584
1504	SHIVE-HATTERY INC	01/06/2026	AP Automation	0.00	2,674.00	APA001585
1534	STRATUS BUILDNG SOLUTIONS IOW,	01/06/2026	AP Automation	0.00	1,230.00	APA001586
2706	VALEO NETWORKS	01/06/2026	AP Automation	0.00	4,907.20	APA001587
1161	VEENSTRA & KIMM, INC.	01/06/2026	AP Automation	0.00	92,363.88	APA001588

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
AP Automation	33	20	0.00	176,026.72
	33	20	0.00	176,026.72

AP Automation	33	20	0.00	176,026.72
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Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2026	176,026.72
			<u>176,026.72</u>



Check Register

Packet: APPKT03300 - 1/9/26 AUTOMATED PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2705	AMAZON CAPITAL SERVICES	01/09/2026	AP Automation	0.00	1,281.68	APA001589
2345	AMERICAN WATER WORKS ASSOCIA	01/09/2026	AP Automation	0.00	462.00	APA001590
2687	AT&T MOBILITY	01/09/2026	AP Automation	0.00	480.61	APA001591
1994	CONVERGINT TECHNOLOGIES LLC	01/09/2026	AP Automation	0.00	2,240.79	APA001592
2075	CORE & MAIN LP	01/09/2026	AP Automation	0.00	762.22	APA001593
0145	DIAM PEST CONTROL	01/09/2026	AP Automation	0.00	75.00	APA001594
2337	IMAGESTUFF.COM, INC.	01/09/2026	AP Automation	0.00	596.11	APA001595
2937	INGRAM LIBRARY SERVICES	01/09/2026	AP Automation	0.00	667.40	APA001596
2182	JUNIOR LIBRARY GUILD	01/09/2026	AP Automation	0.00	1,570.34	APA001597
2078	KADETH INC	01/09/2026	AP Automation	0.00	291.67	APA001598
1659	LIBRARY IDEAS	01/09/2026	AP Automation	0.00	1,682.16	APA001599
1364	LOGAN CONTRACTORS SUPPLY INC.	01/09/2026	AP Automation	0.00	331.86	APA001600
0842	MENARDS - ALTOONA	01/09/2026	AP Automation	0.00	62.31	APA001601
0599	MICROMARKETING LLC	01/09/2026	AP Automation	0.00	225.42	APA001602
2100	MIDWEST TAPE, LLC	01/09/2026	AP Automation	0.00	570.87	APA001603
0308	MUNICIPAL SUPPLY, INC.	01/09/2026	AP Automation	0.00	1,017.04	APA001604
1301	STOREY-KENWORTHY COMPANY	01/09/2026	AP Automation	0.00	66.98	APA001605
1534	STRATUS BUILDNG SOLUTIONS IOW,	01/09/2026	AP Automation	0.00	851.56	APA001606
2310	TITAN MACHINERY	01/09/2026	AP Automation	0.00	4,080.00	APA001607
2406	UNIQUE	01/09/2026	AP Automation	0.00	69.90	APA001608
0525	US CELLULAR	01/09/2026	AP Automation	0.00	306.53	APA001609

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
AP Automation	33	21	0.00	17,692.45
	33	21	0.00	17,692.45

AP Automation	33	21	0.00	17,692.45
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Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2026	17,692.45
			<u>17,692.45</u>



Check Register

Packet: APPKT03242 - 1/9/26 MANUAL CHECK

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
0073	BRICK GENTRY P.C.	01/09/2026	Regular	0.00	6,220.00	65179
1588	SHELBY HAGAN	01/09/2026	Regular	0.00	253.10	65180
3040	John Betts	01/09/2026	Regular	0.00	986.50	65181
3039	KIRSTEN WARRICK	01/09/2026	Regular	0.00	250.00	65182
2869	POP UP GAMES	01/09/2026	Regular	0.00	125.00	65183
2112	DANIELLE SPOERRY	01/09/2026	Regular	0.00	125.11	65184
2254	TCM BANK NA	12/23/2025	Bank Draft	0.00	1,759.34	DFT0004420
2254	TCM BANK NA	12/23/2025	Bank Draft	0.00	853.16	DFT0004421
0050	UMB BANK	12/23/2025	Bank Draft	0.00	600.00	DFT0004423
0050	UMB BANK	12/23/2025	Bank Draft	0.00	600.00	DFT0004424
0050	UMB BANK	12/23/2025	Bank Draft	0.00	300.00	DFT0004425
0050	UMB BANK	12/23/2025	Bank Draft	0.00	250.00	DFT0004426
0050	UMB BANK	12/23/2025	Bank Draft	0.00	250.00	DFT0004427
0050	UMB BANK	12/23/2025	Bank Draft	0.00	250.00	DFT0004428
0416	POSTMASTER	12/17/2025	Bank Draft	0.00	126.27	DFT0004429
0291	MIDAMERICAN ENERGY	01/05/2026	Bank Draft	0.00	10,288.10	DFT0004430
0144	DES MOINES WATER WORKS	12/31/2025	Bank Draft	0.00	28,796.81	DFT0004431
0144	DES MOINES WATER WORKS	12/31/2025	Bank Draft	0.00	70,757.23	DFT0004432
2433	WEX BANK	01/02/2026	Bank Draft	0.00	9,375.95	DFT0004449
1975	RW EXCAVATING SOLUTIONS, LLC	12/31/2025	Bank Draft	0.00	727.50	DFT0004450
1975	RW EXCAVATING SOLUTIONS, LLC	12/31/2025	Bank Draft	0.00	13,884.45	DFT0004451
0416	POSTMASTER	01/05/2026	Bank Draft	0.00	675.32	DFT0004452
0387	TREASURER - STATE OF IOWA	01/07/2026	Bank Draft	0.00	5.88	DFT0004453
0387	TREASURER - STATE OF IOWA	01/09/2026	Bank Draft	0.00	11,901.37	DFT0004454
0387	TREASURER - STATE OF IOWA	01/09/2026	Bank Draft	0.00	2,262.22	DFT0004455

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	6	0.00	7,959.71
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	19	19	0.00	153,663.60
EFT's	0	0	0.00	0.00
	25	25	0.00	161,623.31

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2025	119,154.76
999	POOLED CASH	1/2026	42,468.55
			161,623.31



Check Register

Packet: APPKT03334 - 1/14/26 AUTOMATED PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2600	AIRGAS USA, LLC	01/14/2026	AP Automation	0.00	92.07	APA001610
2705	AMAZON CAPITAL SERVICES	01/14/2026	AP Automation	0.00	1,370.16	APA001611
2687	AT&T MOBILITY	01/14/2026	AP Automation	0.00	631.60	APA001612
1742	BAUER BUILT TIRE	01/14/2026	AP Automation	0.00	3,161.35	APA001613
1537	BOUND TREE MEDICAL LLC	01/14/2026	AP Automation	0.00	1,302.00	APA001614
2525	DINGES FIRE COMPANY	01/14/2026	AP Automation	0.00	504.00	APA001615
2765	I & S GROUP, INC.	01/14/2026	AP Automation	0.00	58,395.00	APA001616
2439	IOWA ASSOCIATION OF PROFESSION	01/14/2026	AP Automation	0.00	120.00	APA001617
2642	KONICA MINOLTA BUSINESS SOLUTI	01/14/2026	AP Automation	0.00	294.35	APA001618
2619	KONICA MINOLTA PREMIER FINANC	01/14/2026	AP Automation	0.00	634.19	APA001619
0160	LANDUS COOPERATIVE	01/14/2026	AP Automation	0.00	250.95	APA001620
0842	MENARDS - ALTOONA	01/14/2026	AP Automation	0.00	71.87	APA001621
0251	MICROBAC LABORATORIES, INC	01/14/2026	AP Automation	0.00	97.50	APA001622
3022	MODLODE INC	01/14/2026	AP Automation	0.00	46.30	APA001623
1457	OREILLY AUTO PARTS	01/14/2026	AP Automation	0.00	51.98	APA001624
0325	P & P SMALL ENGINES	01/14/2026	AP Automation	0.00	31.96	APA001625
2930	PATRIOT CRITICAL POWER LLC	01/14/2026	AP Automation	0.00	504.19	APA001626
2661	THE REINALT - THOMAS CORPORATI	01/14/2026	AP Automation	0.00	746.73	APA001627
2595	VENDNOVATION, LLC	01/14/2026	AP Automation	0.00	50.00	APA001628
2231	VERIZON WIRELESS	01/14/2026	AP Automation	0.00	1,681.49	APA001629
2887	WOODYS AUTO REPAIR SERVICE BOI	01/14/2026	AP Automation	0.00	135.16	APA001630

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
AP Automation	27	21	0.00	70,172.85
	27	21	0.00	70,172.85

AP Automation	27	21	0.00	70,172.85
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Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2026	70,172.85
			<u>70,172.85</u>



Payroll Check Register

Checks

Pay Period: 12/29/2025-1/11/2026

Packet: PYPKT00794 - 12/29/25-01/11/26 PAID ON 01/16/26
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number
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*** No Checks Created In This Packet ***



Payroll Check Register

Direct Deposits

Pay Period: 12/29/2025-1/11/2026

Packet: PYPKT00794 - 12/29/25-01/11/26 PAID ON 01/16/26
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
ADAMS, CASSANDRA	3148	01/16/2026	172.74	107402
ADAMS, CASSANDRA	3148	01/16/2026	172.74	107402
ADKISSON, JENNIFER	3145	01/16/2026	1,155.43	107403
AGANS, PAYTON	1602	01/16/2026	2,758.67	107404
BAAS, JAMIE	4147	01/16/2026	118.91	107405
BAILEY, BOYCE E	7104	01/16/2026	1,344.34	107406
BERGESON, JOHN W	7121	01/16/2026	2,111.07	107407
BRIGGS, ASHTON S	1511	01/16/2026	1,013.90	107408
CARPENTER, JOHN C	5129	01/16/2026	1,725.02	107409
CASKEY, PARKER	1607	01/16/2026	160.46	107410
CASKEY, PARKER	1607	01/16/2026	68.77	107410
CLAMAN, CATHERINE JO	3146	01/16/2026	377.24	107411
CLAMAN, CATHERINE JO	3146	01/16/2026	251.49	107411
COLLISON, PATRICK F	5103	01/16/2026	2,390.69	107412
CORY, JOHN P	7120	01/16/2026	1,676.26	107413
CRITTENDEN, MATTHEW	1567	01/16/2026	647.95	107414
DE LOS SANTOS, JUAN DAVID	7128	01/16/2026	1,595.04	107415
DENHAM, DARIN	7129	01/16/2026	1,506.72	107416
DENNY, KOLE	1585	01/16/2026	504.87	107417
ELLIOTT, KYLE	1568	01/16/2026	866.54	107418
GILSON, DUSTY ALAN	7124	01/16/2026	1,807.65	107419
HAGAN, SHELBY L	5118	01/16/2026	2,885.16	107420
HIGGINS, DAVID P.	7105	01/16/2026	1,791.05	107421
HORTON, JOHN C	7112	01/16/2026	3,897.57	107422
HORTON, JOHN C	7112	01/16/2026	100.00	107422
HUFF, TIMOTHY J	1559	01/16/2026	330.00	107423
HUFF, TIMOTHY J	1559	01/16/2026	2,509.48	107423
ISKE, BLAKE	1600	01/16/2026	576.05	107424
JESS, JENE' N	5123	01/16/2026	3,792.70	107425
JOHNSON, DEVIN	1610	01/16/2026	2,104.01	107426
KERR, JOHN	1611	01/16/2026	3,203.35	107427
KING, CHRISTINA M	3143	01/16/2026	722.90	107428
KLINKER-FELD, MICHELL M	3135	01/16/2026	2,785.71	107429
KLUS, KATIE	5134	01/16/2026	1,853.54	107430
KOBER, ANDREW M	1557	01/16/2026	442.12	107431
KREUDER, AARON M	1441	01/16/2026	4,039.45	107432
KRUSE, OSCAR	1586	01/16/2026	1,032.07	107433
LEINEN, DAVID	1608	01/16/2026	1,215.76	107434
LUING, TIFFANY A	5133	01/16/2026	2,280.69	107435
LUNDQUIST, BRADLEY D	1555	01/16/2026	484.64	107436
MARSHMAN, CRAIG A	5125	01/16/2026	1,976.93	107437
MASON, KYLE	1598	01/16/2026	1,362.88	107438
MATTSON, ELAINE	5135	01/16/2026	1,467.40	107439
MERRILL, SARAH J	1590	01/16/2026	2,635.39	107440
MEYERES, KYLEIGH	1601	01/16/2026	662.09	107441
MILLER, BRODY E	1582	01/16/2026	2,504.96	107442
MURRAY, MARGARET	5126	01/16/2026	3,509.63	107443
OLIVER, MARKETA S	8403	01/16/2026	300.00	107444
OLIVER, MARKETA S	8403	01/16/2026	4,209.71	107444
PEZLEY, ISAAC J	5132	01/16/2026	2,438.55	107445
RAUTERBERG, ANTHONY	1599	01/16/2026	2,967.16	107446

Employee	Employee #	Date	Amount	Number
REYNOLDS, RAY A	1537	01/16/2026	1,130.94	107447
RICCIO, ANTHONY F	1583	01/16/2026	742.72	107448
SCHINCKE, MEGAN	3137	01/16/2026	1,732.65	107449
SEXTON, WILLIAM M	7125	01/16/2026	250.00	107450
SEXTON, WILLIAM M	7125	01/16/2026	1,174.49	107450
SIEVE, BENJAMIN JOSHUA	1606	01/16/2026	2,431.88	107451
SIMONI, ANDREW	1604	01/16/2026	2,227.86	107452
SIMONI, ANDREW	1604	01/16/2026	300.00	107452
SOCKNESS TEEPLE, MEGAN E	3147	01/16/2026	250.00	107453
SOCKNESS TEEPLE, MEGAN E	3147	01/16/2026	2,138.63	107453
SPOERRY, DANIELLE M	1527	01/16/2026	1,864.02	107454
STOULIL, JUSTIN	7131	01/16/2026	1,638.43	107455
SUHR, CARLENE E.F.	3144	01/16/2026	1,493.41	107456
SUMMERS, AANNA N	1575	01/16/2026	2,767.58	107457
SUMMERS, ALAN C	1534	01/16/2026	495.04	107458
WELTHA, CLAYTON	1566	01/16/2026	1,020.45	107459



Payroll Check Register Report Summary

Pay Period: 12/29/2025-1/11/2026

Packet: PYPKT00794 - 12/29/25-01/11/26 PAID ON 01/16/26
Payroll Set: CITY OF BONDURANT, IA - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	67	104,165.55
Total	67	104,165.55



Refund Check Register

Refund Check Detail

UBPKT07766 - Refunds 01 UBPKT07764 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-01752-07	JUBERIGAN, BRIAN M	1/5/2026	65163	110.46			110.46	Generated From Billing
01-02397-16	JEAN, WILFRID	1/5/2026	65164	113.76			113.76	Generated From Billing
01-02423-13	DARBYSHIRE, LINDSAY	1/5/2026	65165	128.01			128.01	Generated From Billing
01-02454-03	COLE LAZELLA	1/5/2026	65166	121.42			121.42	Generated From Billing
01-02747-04	DOOLEY, GAIL M	1/5/2026	65167	119.23			119.23	Generated From Billing
05-02181-01	BARBARA RODGERS	1/5/2026	65168	69.23			69.23	Generated From Billing
05-02600-05	SCIORROTTA, JOE C	1/5/2026	65169	120.33			120.33	Generated From Billing
06-02269-07	HUD C/O 24 ASSET MANAGEMENT CORP	1/5/2026	65170	121.42			121.42	Generated From Billing
06-02377-06	VALDES, ILEANA	1/5/2026	65171	43.60			43.60	Generated From Billing
16-01648-03	CHRISTAL CLEAR SHOWCASES	1/5/2026	65172	102.90			102.90	Generated From Billing
16-01844-02	NLEVANYA, SUNDAY K	1/5/2026	65173	121.42			121.42	Generated From Billing
16-01965-01	PRITCHARD, TREY D	1/5/2026	65174	115.94			115.94	Generated From Billing
16-02062-00	LLC, HUBBELL HOMES,	1/5/2026	65175	111.55			111.55	Generated From Billing
16-02063-00	LLC, HUBBELL HOMES,	1/5/2026	65176	109.37			109.37	Generated From Billing
16-02130-00	LC, HUBBELL HOMES,	1/5/2026	65177	114.85			114.85	Generated From Billing
16-02157-00	BERKEY HOMEBUILDERS, INC	1/5/2026	65178	113.75			113.75	Generated From Billing
Total Refunds: 16			Total Refunded Amount:	1,737.24				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	1737.24
Revenue Total:	1737.24

General Ledger Distribution

Posting Date: 01/02/2026

Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER			
600-000-1101	CLAIM ON POOLED CASH	-1,737.24	Yes
600-050-2141	APPLIED CREDITS	1,737.24	
600 Total:		0.00	
Fund: 999 - POOLED CASH			
999-000-1100	POOLED CASH	-1,737.24	

General Ledger Distribution

Posting Date: 01/02/2026

Account Number	Account Name	Posting Amount	IFT
999-050-2300	DUE TO OTHER FUNDS	1,737.24	Yes
999 Total:		0.00	
Distribution Total:		0.00	



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

Item No. 7.c.
For Meeting of 1/20/2026
Receive and File

TITLE: Receive & File - 2025 Planning and Zoning Commission Annual Report

CONTACT PERSON:

Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: Each year City staff prepares the annual report detailing the Commission's work from the prior year. In 2025 the Commission held eleven meetings with an overall attendance rate of 87%. The Commission reviewed 1 vacation of right-of-way, twelve rezoning and/or future land use map amendments, nine subdivisions and plats of survey, and 12 site plans. The Commission also held multiple listening sessions to review and discuss the update to the Zoning, Subdivision and Sign Code. This code is expected to be adopted in early 2026. The entire Annual Report is attached.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Receive & File

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. 2025 P&Z Annual Report

Planning and Zoning Commission

2025 Annual Report



BACKGROUND

Chapter 23 of the [Bondurant City Code](#) states that each year the Planning & Zoning Commission shall make a report to the Mayor and Council of its proceedings. This report will serve as the Commission's 2025 Annual Report.

The Bondurant Planning & Zoning Commission has seven members and met the 2nd Thursday of the month in 2025 at 6:00 p.m. in the Bondurant Community Center at 200 2nd Street NE. A Zoom meeting attendance option was/is also available to the Commission and public.

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

MEMBERSHIP

In 2025 Karen Keeran served as Chair, and Andy Mains served as Vice-Chair.. Councilman Matt Sillanpaa has acted as the City Council liaison to the Commission in 2022.

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

Below is a chart of 2025 member attendance.

2025 Member Attendance Chart

	Kristin Brostrom	Brian Clayton	Karen Keeran	Andy Mains	Ethan Pitt	Jesse Torres	Jason Vore
1 – 1/9/2025	Present	Present	Present	Present	Absent	Present	Present
2 - 2/11/2025	Present	Present	Present	Present	Present	Present	Present
3 – 3/13/2025	Present	Present	Present	Present	Present	Present	Present
4 - 4/10/2025	Present	Present	Present	Present	Present	Present	Absent
5 - 5/8/2025	Present	Present	Present	Present	Absent	Present	Absent
6 - 6/12/2025	Absent	Present	Present	Present	Present	Present	Present
7 - 7/10/2025	Present	Present	Present	Present	Present	Present	Present
8 - 8/14/2025	Absent	Present	Present	Present	Present	Present	Present
9 - 10/8/2025	Present	Present	Present	Present	Present	Present	Present
10 - 12/1/2025	Present	Present	Present	Absent	Present	Present	Absent
11 - 12/11/2025	Present	Present	Present	Absent	Absent	Present	Present
Total Meetings	11	11	11	11	11	11	11
Attended	9	11	11	9	8	11	8
% Attended	82%	100%	100%	82%	73%	100%	73%

SUMMARY OF REVIEWS:

1. Text Amendments:

Case #	Proposal Summary	P&Z Recommendation	Council Action
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2. Easement & Right-of-Way Vacations:

Case #	Proposal Summary	P&Z Recommendation	Council Action
2025.V.1	Lincoln Street NW right-of-way – Vacation	Approval	Approval

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

Case #	Proposal Summary	P&Z Recommendation	Council Action
2025.R.1	1506 Garfield Street SW – U-1 Conservancy to M-1 Limited Industrial	Approval	Approval
2025.R.2	1920 2 nd Street NE – A-1 Agricultural to M-2 Medium Industrial	Approval	Approval
2025.R.3	Bondurant-Farrar Community School District – A-1 Agricultural to R-2 Medium Density Residential	Approval	Approval
2025.R.4	Grain District Master Plan – C-4 & M-2 to Planned Unit Development	Approval	Approval
2025.R.5	The Station – C-2 General Commercial to C-4 Central Business District	Approval	Approval
2025.R.6	Parcel 7923.01.200.024 – U-1 Conservancy to M-1 Limited Industrial	Approval	Approval
2025.R.7	Future Land Use Map Amendment – Parcel 8022.30.200.021 – Low & Medium Density Residential to High Density Residential	Approval	Approval
2025.R.8	Parcel 8022.30.200.021 – A-1 Agricultural to R-3 High Density Residential	Approval	Approval

2025.R.9	Future Land Use Map Amendment – Parcel 8022.30.200.020 – Low & Medium Density Residential to High Density Residential	Approval	Approval
2025.R.10	Parcel 8022.30.200.020 – A-1 Agricultural to R-3 High Density Residential	Approval	Approval
2025.R.11	Future Land Use Map Amendment – Timmons Industrial Park – Business Park/Light Industrial to Industrial	Approval	Approval
2025.R.12	Timmins Industrial Park – M-1 Limited Industrial to M-2 Medium Industrial	Approval	Approval

4. Subdivisions and Plats of Survey:

Case #	Proposal Summary	P&Z Recommendation	Council Action
2025.S.1	8997 NE 72 nd Street –Plat of Survey	Table	
2025.S.2	1920 2 nd Street NE – Plat of Survey	Approval	Approval
2025.S.3	Civic Campus – Plat of Survey	Approval	Approval
2025.S.4	Grain District – Preliminary Plat	Approval	Approval
2025.S.5	Newby Farms – Plat of Survey	Approval	Approval
2025.S.6	8597 NE 112 th Street – Polk County – Plat of Survey	Approval	Approval
2025.S.7	McCleary Meadows Industrial Park – Plat of Survey	Approval	Approval
2025.S.8	10638 Ne 80 th Street – Polk County – Plat of Survey	Approval	Approval
2025.S.9	Bondurant-Farrar Elementary Plat 1 – Preliminary/Final Plat	Approval	Approval

5. Site Plans:

Case #	Proposal Summary	P&Z Recommendation	Council Action
2025.X.1	13 Main Street SE- Bondu Bikes	Approval	Approval
2025.X.2	Commerce Crossing Plat 1 Lot 4	Approval	Approval
2025.X.3	Bondurant-Farrar Community School District Baseball/Softball/Tennis	Approval	Approval
2025.X.4	2514 Robinson Avenue NE	Approval	Approval

Case #	Proposal Summary	P&Z Recommendation	Council Action
2025.X.5	10 Main Street	Approval	Approval
2025.X.6	T-12 Distillery	Approval	Approval
2025.X.7	2514 Robinson Avenue NE	Approval	Approval
2025.X.8	The Station	Approval	Approval
2025.X.9	Bondurant-Farrar Community School District – Baseball/Softball/Tennis Amended Site Plan	Approval	Approval
2025.X.10	Bondurant Storage Phase 2	Approval	Approval
2025.X.11	1920 2 nd Street NE	Approval	Approval
2025.X.12	Bondurant-Farrar Community School District – Elementary School	Approval	Approval

6. Annexations:

Case #	Proposal Summary	P&Z Recommendation	Council Action
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7. Other Planning Items Reviewed/Discussed:

- A. 2025 Annual Election of Officers during 1/9/2025 meeting.
- B. 2024 P&Z Annual Report during 1/9/2025 meeting.
- C. Staff announced the City will be awarded the National Best Practice in Economic Development Award at the National APA Conference at the March 13, 2025 meeting.
- D. Commission approved a Fireworks Permit for Iowa Fireworks at the June 12, 2025 meeting.
- E. Commission had multiple meetings discussing the update of the City's Zoning, Subdivision and Sign Code.



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

Item No. 7.d.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution approving pay request no. 1 to Breton Electrical Services for the Grain District Lincoln Street Public Improvements Electrical Conduit Project in the amount of \$10,032.68

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #1 in the amount of \$10,035.68 related to the Grain District Lincoln St. Public Improvements Project.

This pay application has been reviewed by City Staff and is for electrical conduit that needed to be installed before the paving was completed for the project. At this time, Mid-American energy still has not completed their design work to supply the electrical needs for the Grain District public improvements nor the private development. Staff made the decision to proactively place conduits under the paved sections to move the project along while the design is being completed.

It is intended that the City will recoup some of this cost from the private development.

FUNDING SOURCE: TIF/ Bond funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-12
2. Breton Enterprises LLC Invoice
3. Conduit Runs Source Document

CITY OF BONDURANT
RESOLUTION NO. 260120-12

RESOLUTION APPROVING PAY REQUEST NO. 1 TO BRETON ELECTRICAL
SERVICES FOR THE GRIAN DISTRICT LINCOLN STREET PUBLIC
IMPROVEMENTS PROJECT IN THE AMOUNT OF \$10,032.68

WHEREAS, the Grain District Lincoln Street Public Improvements Project Pay Request No. 1 was submitted on January 13th, 2026; AND

WHEREAS, the pay request no. 1 is for work completed to install necessary electrical conduit runs for, the Grain District Lincoln Street Public Improvements Project; AND

WHEREAS, City Staff have reviewed the pay request for accuracy; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 1 to Breton Electrical Services. in the amount of \$10,032.68 hereby approved.

Passed this 20th day of January 2026,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Lyman				
Driscoll				
McKenzie				
Sillanpaa				

INVOICE

Breton Enterprises L.L.C
4503 E 50th St Ste 500
Des Moines, IA 50317

joe@breton-enterprises.com
+1 (515) 447-6336



City of Bondurant:25-0107 Bondurant Mid America

Bill to
City of Bondurant
200 S.E 34th Street
Iowa
Des Moines, IA 50317

Ship to
John Horton
City of Bondurant
200 2nd Street NE
Bondurant, Iowa 50035

Invoice details
Invoice no.: 2324
Terms: Upon Receipt
Invoice date: 01/12/2026
Due date: 01/13/2026

#	Product or service	Description	Qty	Rate	Amount
1.	16.001 Journeyman Service	Journeyman Service Labor	42.75	\$139.6760234	\$5,971.15
2.	Services	Compactor			\$187.25
3.		Compactor			\$305.28
4.		Trench Roller Padded Remote			\$834.00
5.	16.000 Non Stock Materials	Electrical & Lighting Parts (Per attached Quote)	1	\$2,200.35	\$2,200.35
6.	16.000 Non Stock Materials	Electrical & Lighting Parts	1	\$534.65	\$534.65
7.					
8.					
Total					\$10,032.68



**CRESCENT
ELECTRIC**
SUPPLY COMPANY



QUOTATION

QUOTE DATE	QUOTE #	PAGE #
11/05/2025	S513685979	1 of 1

CUST #: 528225

QUOTE TO:

BRETON ENTERPRISES LLC
4503 E 50TH STE 500
DES MOINES, IA 50317

SHIP TO:

BRETON-BONDURANT GRAIN DISTRICT
200 2ND AVE NE
BONDURANT, IA 50035

REQUESTED BY		REFERENCE	ACCOUNT MANAGER	
JOE BRETON			DAVID M MILLER	
QUOTED BY		TERMS	FREIGHT TERMS	
TIMOTHY J WALLACE			FREIGHT IF APPLICABLE	
ORDER QTY	AVAILABLE	DESCRIPTION	UNIT PRICE	EXT PRICE
140 ft	140 ft	2-PVC-40-10FT-CONDUIT	92.501/c	129.50
440 ft	440 ft	4-PVC-40-10FT-CONDUIT	244.168/c	1074.34
180 ft	180 ft	6-PVC-40-10FT-CONDUIT	473.644/c	852.56
PRICING AND AVAILABILITY SUBJECT TO CHANGE Visit www.crescentelectric.com for standard Terms and Conditions.			SUBTOTAL	2056.40
			S&H CHARGES	0.00
			ESTIMATED TAX	143.95
			AMOUNT DUE	2200.35

* This line is taxable



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

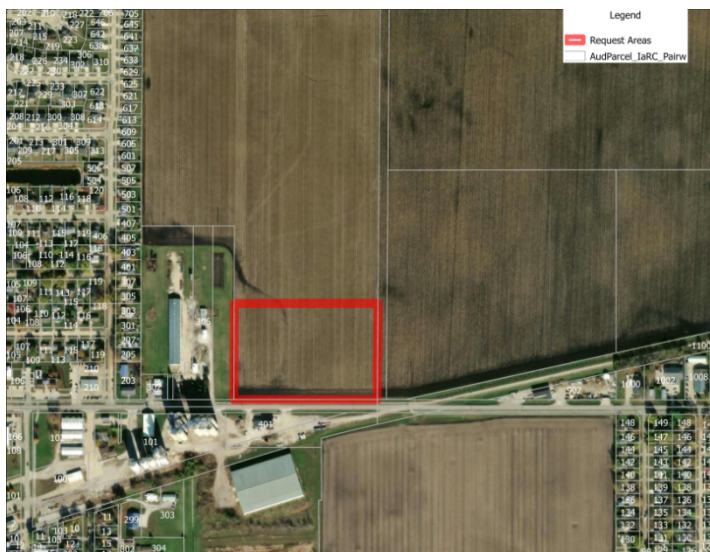
Item No. 7.e.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution affixing a date for a public hearing for February 2, 2026, on the request to modify the Future Land Use Map from Neighborhood Commercial and Low-Density Residential to Regional Commercial on property abutting Truman Drive, NE, and 2nd Street, NE

CONTACT PERSON:

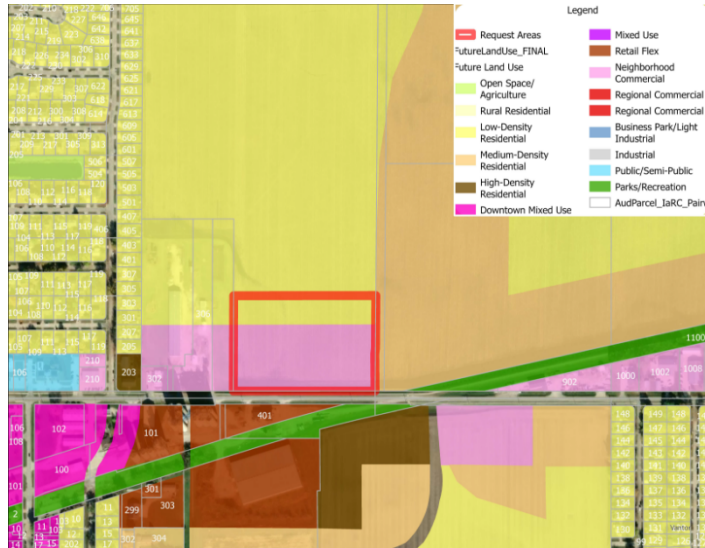
Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: Bondurant Partners LLC is submitting a request to amend the Future Land Use Map. The request would amend Parcel 8022.30.376.004 from Neighborhood Commercial and Low-Density Residential to Regional Commercial. The request would allow for commercial development consistent with the City's C-2 General Commercial District to take place on the property. An aerial of proposed amendment area can be found below:

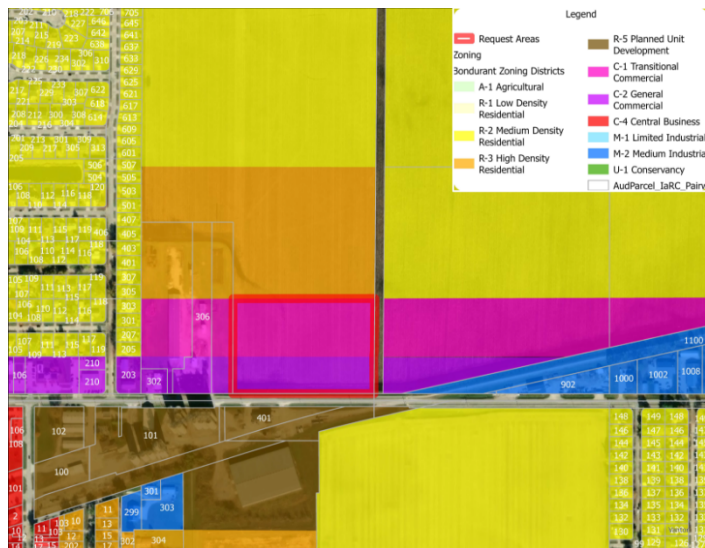


The City's Future Land Use Map, which guides potential rezoning requests but is not the regulatory tool like the Zoning Ordinance/Map, currently guides this area as Neighborhood Commercial and Low-Density Residential. The current Future Land Use

Map with the proposed amendment area outlined can be seen below.



The property in question is currently zoned C-1 Transitional Commercial and C-2 General Commercial. The requested amendment would not change the zoning of the property, a rezoning request for this property has been submitted and will be considered by the Planning and Zoning Commission. The property is outlined in red on the City Zoning Map below:



Analysis:

The Future Land Use Map shows neighborhood commercial proposed along the northern side of the 2nd Street NE corridor and the western side of the Truman Drive NE corridor. The parcel is situated at the intersection of two major corridors. There is existing C-2 General Commercial zoning along the southern portion of the property. The current zoning map also shows R-3 High Density Residential to the north of the

request property. The Grain District is located on the south side of 2nd Street NE, which is zoned Planned Unit Development but is a continuation of the C-4 Central Business District used for downtown commercial uses.

The General Commercial Future Land Use designation translates most closely to the City's General Commercial (C-2) District. This zoning district allows for a multitude of commercial uses.

Public Input:

As required by the City's Code, property owners within two-hundred (200) feet of the subject property were notified of the request and that the Planning and Zoning Commission would hold a public hearing to consider the request. City staff received no comments from property owners prior to the Commission's public hearing.

The Planning and Zoning Commission voted 6-0 to recommend approval of the Future Land Use Map amendment at their January 8, 2026 meeting.

FUNDING SOURCE: Public hearing notices are paid from the General Fund.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-13

CITY OF BONDURANT
RESOLUTION NO. 260120-13

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE REQUEST TO
MODIFY FUTURE LAND USE MAP FOR GEOPARCEL 8022.30.376.004 FROM
NEIGHBORHOOD COMMERCIAL AND LOW-DENSITY RESIDENTIAL TO REGIONAL
COMMERCIAL

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

That the City Council of the City of Bondurant, Iowa, hereby proposes to amend the Future Land Use Map for GeoParcel 8022.30.376.004 from Neighborhood Commercial and Low-Density Residential to Regional Commercial, on property described as follows:

THE SOUTH 554.00 FEET OF PARCEL 2025-25 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA.

BE IT FURTHER RESOLVED THAT: A public hearing will be held on the 2nd day of February 2026, at 6:00 p.m. at the Bondurant City Center at 200 2nd Street NE, Bondurant, Polk County, Iowa, at which time the Council will hear public comments on the proposed change in the Future Land Use map.

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

Passed and approved by the City Council of the City of Bondurant, Iowa, this 20th day of January 2026.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant will hold a public hearing at 6:00 p.m. on February 2nd, 2026 in the Bondurant City Center at 106 2nd Street NE, Bondurant, Polk County, Iowa, to hear a request to amend the Future Land Use Map from Neighborhood Commercial and Low-Density Residential to Regional Commercial on GeoParcel 8022.30.376.004, property further described as follows:

THE SOUTH 554.00 FEET OF PARCEL 2025-25 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA.

All interested parties are encouraged to attend.

SHELBY HAGAN,
CITY CLERK



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

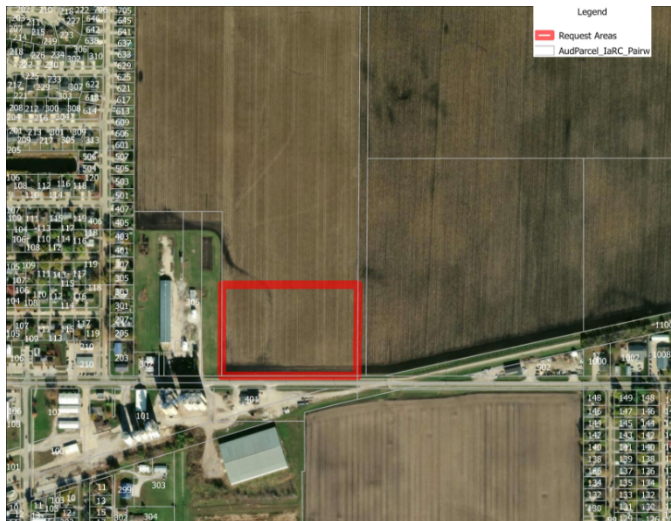
Item No. 7.f.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution affixing a date for a public hearing for February 2, 2026, on the request for rezoning from the Transitional Commercial (C-1) District to the General Commercial (C-2) District on a portion of property located at GeoParcel 8022.30.376.004

CONTACT PERSON:

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

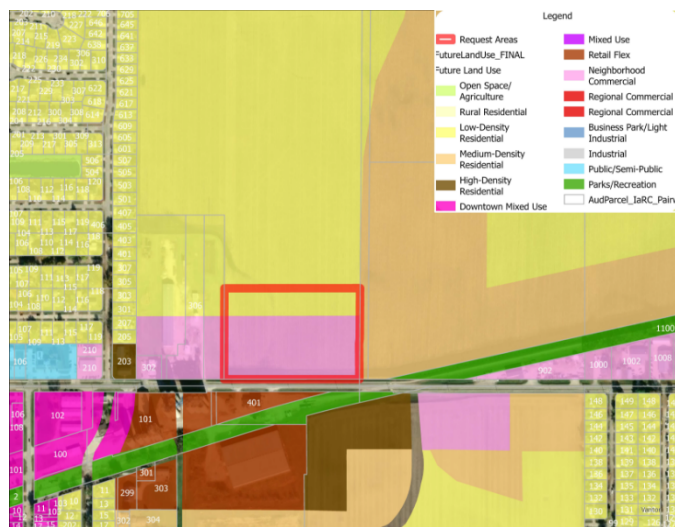
BRIEF HISTORY & ANALYSIS: Bondurant Partners LLC has submitted a rezoning request for Parcel 8022.30.376.004, located at the northeast corner of the intersection of Truman Drive NE and 2nd Street NE. The rezoning request proposes to change the zoning from C-1 Transitional Commercial to C-2 General Commercial. The request area is highlighted below.



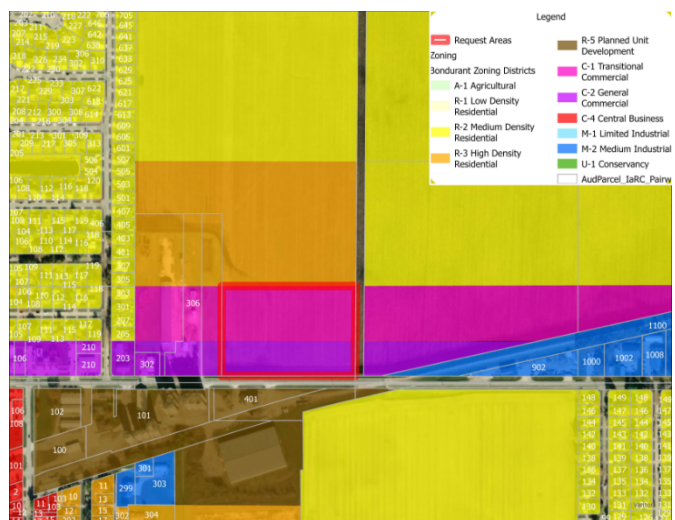
When considering rezoning requests, the Planning & Zoning Commission and City Council should take into account the following: the Comprehensive Plan/Future Land use Map, Zoning, Parkland Dedication, Streets, Pedestrian Connections, Utilities, the FEMA Floodplain, the City's Stream Buffer Ordinance, and Comments from City

Officials and Private Utilities.

Comprehensive Plan/Future Land Use Map – Bondurant Partners LLC has requested an amendment to the 2022 Future Land Use Map. The amendment would change the request area from Low-Density Residential and Neighborhood Commercial to Regional Commercial. The request area is outlined below on the 2022 Future Land Use Map.



Zoning – Parcel 8022.30.376.004 is currently zoned as C-1 Transitional Commercial. Bondurant Partners LLC is requesting to rezone the property to C-2 General Commercial. There is C-2 General Commercial District located on the southern portion of the subject property. The rezoning request would only rezone the portion of the property currently zoned C-1. R-3 High-Density Residential is located directly to the north of the subject property. R-2 Medium Density Residential is located farther to the north and to the northeast.



Parkland Dedication – Parkland dedication is required for residential developments and will be addressed when a preliminary plat is submitted for review.

Streets – The property will be accessible from Truman Drive NE and 2nd Street NE. All internal streets will be reviewed when a preliminary plat is submitted for review.

Pedestrian Connections – An existing trail is located on the south side of the property along 2nd Street NE. Pedestrian access will also be built into the Truman Drive NE right-of-way. Pedestrian connections throughout this parcel will be addressed during the platting process.

Utilities – All utilities will be addressed during the platting process.

FEMA Floodplain – this development is not located in the FEMA Floodplain area.

Stream Buffer Ordinance - this development is not subject to the City's Stream Buffer Ordinance.

Public Input:

As required by the City's Code, property owners within two-hundred (200) feet of the subject property were notified of the request and that the Planning and Zoning Commission would hold a public hearing to consider the request. City staff received no comments from property owners prior to the Commission's public hearing.

Comments from City Officials and Utilities -

- City Engineering – No comments received at this time.
- Public Works – No comments received at this time.
- Emergency Services – No comments received at this time.

The Planning and Zoning Commission voted 6-0 to recommend approval of the rezoning request at their January 8, 2026 meeting.

FUNDING SOURCE: Publications are paid from the General Fund.

STAFF RECOMMENDATION:

Staff recommends to approve the resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-14

CITY OF BONDURANT
RESOLUTION NO. 260120-14

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE REQUEST FOR
REZONING FROM THE TRANSITIONAL COMMERCIAL (C-1) DISTRICT TO THE
GENERAL COMMERCIAL (C-2) DISTRICT ON A PORTION OF PROPERTY
LOCATED AT GEOPARCEL 8022.30.376.004

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

That the City Council of the City of Bondurant, Iowa, hereby proposes to rezone
GeoParcel 8022.30.376.004 from the Transitional Commercial (C-1) District to the
General Commercial (C-2) District, on property further described as follows:

THE SOUTH 554.00 FEET OF PARCEL 2025-25 OF THE EAST 1/2 OF THE
SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE
5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA.

BE IT FURTHER RESOLVED THAT: A public hearing will be held on the 2nd day of
February 2025 6:00 p.m. at the Bondurant City Council Chambers at 200 2nd Street NE,
Bondurant, Polk County, Iowa at which time the Council will hear public comments on the
proposed rezoning request of said property.

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

Passed and approved by the City Council of the City of Bondurant, Iowa, this 20th day of
January 2026.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant will hold a public hearing at 6:00 p.m. on February 2, 2026 in the Bondurant City Council Chambers at 200 2nd Street NE, Bondurant, Polk County, Iowa, to hear a request to rezone property from the Transitional Commercial (C-1) District to the General Commercial (C-2) District, on property described as follows:

THE SOUTH 554.00 FEET OF PARCEL 2025-25 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA.

All interested parties are encouraged to attend.

SHELBY HAGAN,
CITY CLERK



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

Item No. 7.g.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution affixing a date for a public hearing for February 2, 2026, on the adoption of the Bondurant Zoning, Sign, and Subdivision Code, including approval of the PUD Scoring Matrix

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS:

The Building Bondurant Comprehensive Plan, adopted in 2022, established a long-term vision for growth, land use, and development for the community. Action Item 1C of the Building Bondurant Comprehensive Plan identified the need to update the City's zoning and subdivision regulations to better support the Future Land Use Plan and to align with the plan's goals, policies, and implementation actions.

To advance the directive of Action Item 1C, the City Council retained Confluence in 2024 to lead a comprehensive update of the City's Zoning, Sign, and Subdivision Codes. Early in this process, an Advisory Committee was established to help guide the code update effort. The Advisory Committee consisted of the Planning & Zoning Commission, along with a liaison from the Board of Adjustment, ensuring regulatory expertise and continuity throughout the process.

Confluence conducted a thorough review of the City's existing regulations, evaluated best practices and development trends, and prepared recommendations to modernize the code. This work was completed in close coordination with City staff to ensure the updated regulations reflect Bondurant's local context and operational needs. Additionally, this work was completed in close coordination with input received throughout the process. Public and stakeholder input was a key component of the code update process. Feedback was gathered through multiple public open houses dedicated specifically to the code update, discussion at several regular Planning & Zoning Commission meetings, and targeted outreach to area stakeholders. This engagement helped shape a code that better reflects current development patterns, community priorities, and desired outcomes.

The updated Zoning, Sign, and Subdivision Code is organized into the following chapters:

- **Chapter 175:** Title
- **Chapter 176:** Procedures
- **Chapter 177:** Nonconformities
- **Chapter 178:** Zoning District Regulations
- **Chapter 179:** General Provisions
- **Chapter 180:** Off-Street Parking Regulations
- **Chapter 181:** Open Space
- **Chapter 182:** Building Design Standards
- **Chapter 183:** Sign Regulations
- **Chapter 184:** Subdivision Regulations

The actual chapters are available for viewing, and can be downloaded by clicking into the corresponding resolution agenda item.

As part of this current agenda item, consideration is also being given to the Planning Unit Development (PUD) Scoring Matrix. The PUD Scoring Matrix is a standalone policy document that would be independently considered and adopted by the City Council; however, Chapter 178 of the updated code references the PUD Scoring Matrix in its description of the City's PUD zoning district. The purpose of the PUD Scoring Matrix is to better ensure that development proposals seeking PUD zoning advance the intent of the PUD District and provide clear public benefit. The matrix also promotes greater consistency and transparency in review, as a minimum scoring threshold must be met in order for City staff to have the option to recommend approval of a PUD rezoning request.

The updated code is more cohesive, user-friendly, and reflective of Bondurant's growth today. This is also the first comprehensive code update that will be maintained internally by the Planning & Community Development Department, which will help ensure future amendments remain coordinated and consistent. Overall, the updated code is intended to improve predictability for both City staff and applicants, while directly implementing and supporting the policies and vision of the Building Bondurant Comprehensive Plan.

The Planning and Zoning Commission voted 6-0 to recommend approval of the adoption of the Bondurant Zoning, Sign and Subdivision Code including their PUD Scoring Matrix at their January 8, 2026 meeting.

FUNDING SOURCE: The update was funded through General Fund/TIF.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-15

CITY COUNCIL
RESOLUTION NO. 260120-15

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE ADOPTION OF
THE BONDURANT ZONING, SIGN AND SUBDIVISION CODE, INCLUDING
RECOMMENDED APPROVAL OF THE PUD SCORING MATRIX.

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

That the City Council of the City of Bondurant, Iowa, hereby proposes to repeal and adopt the Bondurant Zoning, Sign and Subdivision Code and the Planned Unit Development (PUD) Scoring Matrix; AND

WHEREAS Action Item 1C of the Building Bondurant Comprehensive Plan notes: Update the zoning and subdivision regulations to support the Future Land Use Plan and any goals, policies, or action items included in the plan; AND

WHEREAS, the adoption of the proposed Bondurant Zoning, Sign and Subdivision Code, including adoption of the PUD scoring matrix, help complement Action Item 1C of the Building Bondurant Comprehensive Plan;

WHEREAS the adoption of the proposed Bondurant Zoning, Sign and Subdivision Code repeal and replace the following sections:

- Chapter 175 - Title
- Chapter 176 – Procedures
- Chapter 177 - Nonconformities
- Chapter 178 – Zoning District Regulations
- Chapter 179 – General Provisions
- Chapter 180 – Off-Street Parking Regulations
- Chapter 181 – Open Space, Landscaping and Buffering
- Chapter 182 – Building Design Standards
- Chapter 183 – Sign Regulations
- Chapter 184 – Subdivision Regulations
- Chapter 185 – Commercial Towers, Antennas, and Satellite Dishes and Wireless Communications Facilities
- PUD Scoring Matrix

BE IT FURTHER RESOLVED THAT: A public hearing will be held on the 2nd day of February, 2026, 6:00 p.m. at the Bondurant City Council Chambers at 200 2nd Street NE, Bondurant, Polk County, Iowa at which time the Council will hear public comments on the proposed rezoning request of said property.

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

Passed and approved by the City Council of the City of Bondurant, Iowa, this 20th day of January 2026.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Lyman				
Sillanpaa				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant will hold a public hearing at 6:00 p.m. on February 2, 2026 in the Bondurant City Council Chambers at 200 2nd Street NE, Bondurant, Polk County, Iowa, to hear a request to repeal and adopt the Bondurant Zoning, Subdivision and Sign Code, including the PUD Scoring Matrix.

All interested parties are encouraged to attend.

SHELBY HAGAN,
CITY CLERK



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

Item No. 7.h.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution accepting an amended version of the perpetual easement and temporary construction easement document for the SE Trunk Sewer Project and authorizing the Mayor to execute necessary Documents and Payments

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS:

The attached resolution accepts an amended version of the perpetual easement and temporary construction easement necessary for the SE Trunk Sewer Project.

In May 2025, the Bondurant City Council hired Greenwood Consulting to design the SE Trunk Sewer Project. The Building Bondurant Comprehensive Plan identifies the area along Interstate 80, east of Mud Creek, as a potential location for future industrial development; however, sanitary sewer service is not currently available to support development in this area. The SE Trunk Sewer Project represents a foundational infrastructure investment that will enable both near-term development and subsequent sanitary sewer improvements serving the Timmins Industrial Park.

Greenwood Consulting has designed a new trunk sanitary sewer that will run along the north side of Interstate 80, beginning at the existing WRA Mud Interceptor and extending east to the west side of Pleasant Street SE. Extending sewer service to this area is consistent with the Building Bondurant Comprehensive Plan, including Policies 9B and 9D and Action Item 26A, aligns with recommendations in the City's Sanitary Sewer Master Plan, and establishes the backbone infrastructure necessary to support planned public improvements within the Timmins Industrial Park.

In December 2025, the City Council approved the original perpetual easement and temporary construction easement for this project. Following that approval, the property owner's attorney requested several minor language revisions to the easement document. While these changes do not alter the location, extent, or purpose of the easements, the amended document is being brought back to the City Council out of an abundance of transparency for consideration and acceptance.

The amended easement document provides the City with the necessary permanent access to install, operate, and maintain the new sanitary sewer line, as well as temporary access required during construction. Acceptance of this amended easement is necessary to allow the SE Trunk Sewer Project to move forward toward construction and to support the phased implementation of future sanitary sewer improvements associated with the Timmins Industrial Park public infrastructure work.

FUNDING SOURCE: These efforts are funded through the Sewer Utility.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-16
2. GHOLDS Sewer Easement v 2
3. Easement TEMP (1)
4. Easement PERM (1)

CITY OF BONDURANT
RESOLUTION NO. 260120-16

RESOLUTION ACCEPTING PERPETUAL EASEMENT AND TEMPORARY
CONSTRUCTION EASEMENT DOCUMENT FOR THE SE TRUNK SEWER PROJECT

WHEREAS the City of Bondurant adopted the Sanitary Sewer Master Plan in 2023 to guide long-range sanitary sewer infrastructure planning, including identification of trunk sewer, force main, and lift station improvements necessary to serve projected growth areas; AND

WHEREAS the City anticipates future industrial development in portions of Area A of the Sanitary Sewer Master Plan, located along Mud Creek north of Interstate 80; AND

WHEREAS sanitary sewer service is not currently available to this area; AND

WHEREAS the City hired Greenwood Consulting in May 2025 to design a trunk sanitary sewer along the north side of Interstate 80, extending from the existing WRA Mud Creek Interceptor easterly to the west side of Pleasant Street SE; AND

WHEREAS Greenwood Consulting has prepared the attached Perpetual Easement and Temporary Construction Easement document necessary for the SE Trunk Sewer Project; AND

WHEREAS the property owner of Parcel 7922-07-200-001 has executed the Perpetual Easement and Temporary Construction Easement document; AND

WHEREAS, due to the anticipated construction timeline for the SE Trunk Sewer Project, the City acknowledges that crop loss may occur on the affected property and therefore agrees to reimburse the property owner for documented crop loss in an amount not to exceed \$3,500.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the Perpetual Easement and Temporary Construction Easement for the SE Trunk Sewer Project are hereby accepted; that the City agrees to reimburse the property owner for documented crop loss in an amount not to exceed \$3,500; and that the Mayor is authorized to execute all necessary documents and payments on behalf of the City.

Passed this 20th day of January 2026,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				

PERPETUAL SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner GHOLDS, LLC, an Iowa limited liability company, (hereinafter called “Grantor”), in consideration of \$1.00 in hand paid by the CITY OF BONDURANT, IOWA, a municipal corporation (the “City”) the receipt of which is hereby acknowledged does hereby sell, grant and convey unto the City in the County of Polk, State of Iowa, the following Easements (defined below) on the following described real estate:

A part of the Northeast Quarter (NE 1/4) of Section 7 Township 79 North, Range 22 West of the 5th Principal Meridian, all being in and forming a part of the City of Bondurant, Polk County Iowa more particularly described as follows:

1. A Perpetual Sanitary Sewer Easement (the “Sanitary Sewer Easement”) under, through and across real estate described as follows:

COMMENCING at the North Quarter corner of said Section 7 South 00°00'22” East, a distance of 918.80 feet along the West line of the said Northeast Quarter; THENCE along a curve, with an arc length of 246.55 feet, a radius of 11,610.00 feet, a delta angle of 1°13'00” a chord bearing North 76°21'32” East, a chord distance of 246.55 feet, and a tangent of 123.28 feet along the North line of the Interstate 80 right of way as presently established; THENCE North 09°50'56" West, a distance of 24.72 feet to the POINT OF BEGINNING;

THENCE North 09°50'56" West, a distance of 30.00 feet; THENCE North 76°12'17" East, a distance of 350.11 feet; THENCE North 80°34'49” East, a distance of 450.45 feet; THENCE North 74°02'21” East, a distance of 469.17 feet; THENCE North 77°57'05” East, a distance of 1,115.31 feet to a point on the Northeasterly line of the said Interstate 80 right of way; THENCE South 05°58'37 West, a distance of 47.32 feet along the said Northeasterly line to a point on the North line of said right of way; THENCE South 77°57'05” West, a distance of 1,100.16 feet along the said North line; THENCE South 70°23'51” West, a distance of 302.63 feet along the said North line; THENCE South 80°34'29" West, a distance of 621.27 feet along the said North line; THENCE North 09°25'42" West, a distance of 14.96 feet; THENCE South 76°12'58" West, a distance of 349.89 feet to the POINT OF BEGINNING and Containing 106,268 square feet, more or less.

And

2. A Temporary Construction Easement (the “Temporary Construction Easement”) on and across real estate described as follows:

COMMENCING at the North Quarter corner of said Section 7 South 00°00'22" East, a distance of 918.80 feet along the West line of the said Northeast Quarter; THENCE along a curve, with an arc length of 200.32 feet, a radius of 11,610.00 feet, a delta angle of 0°59'19" a chord bearing North 76°14'51" East, a chord distance of 200.31 feet, and a tangent of 100.16 feet along the North line of the Interstate 80 right of way as presently established to the POINT OF BEGINNING;

THENCE North 12°41'32" West, a distance of 89.98 feet; THENCE North 77°18'28" East, a distance of 50.68 feet; THENCE North 76°11'28" East, a distance of 350.38 feet; THENCE North 09°25'26" West, a distance of 19.85 feet; THENCE North 80°34'26" East, a distance of 450.45 feet; THENCE North 73°59'42" East, a distance of 464.80 feet; THENCE North 77°57'05" East, a distance of 1,135.08 feet to a point on the Northeasterly line of said right of way; THENCE South 05°52'37" West, a distance of 57.84 feet along the said Northeasterly line; THENCE South 77°57'05" West, a distance of 1,115.31 feet; THENCE South 74°02'21" West, a distance of 469.17 feet; THENCE South 80°34'49" West, a distance of 450.45 feet; THENCE South 76°12'17" West, a distance of 350.11 feet; THENCE South 09°50'56" East, a distance of 30.00 feet; THENCE South 76°12'58" West, a distance of 349.89 feet; THENCE South 09°25'31" East, a distance of 14.96 feet to the North line of said Right of Way; THENCE South 80°34'29" West, a distance of 29.31 feet along the said North line; THENCE South 73°14'36" West, a distance of 252.53 feet along the said North line; THENCE along a curve, with an arc length of 115.18 feet, a radius of 11,610.00 feet, a delta angle of 0°34'06", a chord bearing South 77°01'34" West, a chord length of 115.18 feet, and a tangent of 57.59 feet along the said North line to the POINT OF BEGINNING and containing 135,820 square feet, more or less.

(1 and 2 are collectively referred to as the "Easements")

That the Temporary Construction Easement is granted unto the City for the purpose of the construction and installation of a Sanitary Sewer on the real estate described above for the Sanitary Sewer Easement. The Sanitary Sewer Easement is granted unto the City for the construction, installation and maintenance of the Sanitary Sewer on the real estate described above for the Sanitary Sewer Easement.

In connection herewith it is specifically agreed that by the Easements granted herein, the City shall have the right to enter upon the real estate described herein for Temporary Construction Easement during the term of said easement and upon the real estate described herein for the Sanitary Sewer Easement as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements on the Sanitary Sewer Easement and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary for the Sanitary Sewer.

The Temporary Construction Easement shall terminate on July 15, 2026 but can be extended by mutual written agreement of the Grantor and City.

That the City shall restore all real estate described herein to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

It is further agreed that no permanent building or similar structure shall be built or placed upon the Sanitary Sewer Easement. Landscaping, sidewalks, driveways and parking lots may be built or placed upon the Sanitary Sewer Easement.

That the Grantor does hereby covenant with said grantee, and successors in interest, that said Grantor holds said real estate by title and see simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be herein

above stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

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

Words phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, as masculine or feminine gender, according to the context.

Signed this _____ day of _____, 20_____.

GHOLDS, LLC
an Iowa Limited Liability company

By: _____
Timothy J. George, Member

STATE OF IOWA :
: ss.
COUNTY OF POLK :

On the _____ day of _____, 2026 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Timothy J. George, who, being by me duly sworn did state that he in the Manager of GHOLDS, LLC, a manager-managed Iowa limited liability company; that the foregoing instrument was signed on behalf of the company, and that the undersigned, as the manager, acknowledged the execution of the instrument to be the voluntary act and deed of the company.

Notary Public in and for the State of Iowa

Signed this _____ day of _____, 20_____.

ACCEPTANCE BY CITY

STATE OF IOWA :
 : ss.
COUNTY OF POLK :

I, Shelby Hagan, City Clerk of the City of Bondurant, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Bondurant by Resolution No _____ passed on the _____ day of _____, 20____ and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

By: _____
City Clerk of Bondurant, Iowa

PREPARED BY: PELDS DESIGN SERVICES. - 2323 DIXON STREET, DES MOINES, IOWA 50316 - PH. (515)265-8196

EASEMENT EXHIBIT
(CONSTRUCTION EASEMENT T1)

LEGAL DESCRIPTION:

A part of the Northeast Quarter (NE 1/4) of Section 7 Township 79 North, Range 22 West of the 5th Principal Meridian, all being in and forming a part of the City of Bondurant, Polk County Iowa, is more particularly described as follows:

COMMENCING at the North Quarter corner of said Section 7 South 00°00'22" East, a distance of 918.80 feet along the West line of the said Northeast Quarter; THENCE along a curve, with an arc length of 200.32 feet, a radius of 11,610.00 feet, a delta angle of 0°59'19" a chord bearing North 76°14'51" East, a chord distance of 200.31 feet, and a tangent of 100.16 feet along the North line of the Interstate 80 right of way as presently established to the POINT OF BEGINNING.

THENCE North 12°41'32" West, a distance of 89.98 feet; THENCE North 77°18'28" East, a distance of 50.68 feet; THENCE North 76°11'28" East, a distance of 350.38 feet; THENCE North 09°25'26" West, a distance of 19.85 feet; THENCE North 80°34'26" East, a distance of 450.45 feet; THENCE North 73°59'42" East, a distance of 464.80 feet; THENCE North 77°57'05" East, a distance of 1,135.08 feet to a point on the Northeasterly line of said right of way; THENCE South 05°52'37" West, a distance of 57.84 feet along the said Northeasterly line; THENCE South 77°57'05" West, a distance of 1,115.31 feet; THENCE South 74°02'21" West, a distance of 469.17 feet; THENCE South 80°34'49" West, a distance of 450.45 feet; THENCE South 76°12'17" West, a distance of 350.11 feet; THENCE South 09°50'56" East, a distance of 30.00 feet; THENCE South 76°12'58" West, a distance of 349.89 feet; THENCE South 09°25'31" East, a distance of 14.96 feet to the North line of said Right of Way; THENCE South 80°34'29" West, a distance of 29.31 feet along the said North line; THENCE South 73°14'36" West, a distance of 252.53 feet along the said North line; THENCE along a curve, with an arc length of 115.18 feet, a radius of 11,610.00 feet, a delta angle of 0°34'06", a chord bearing South 77°01'34" West, a chord length of 115.18 feet, and a tangent of 57.59 feet along the said North line to the POINT OF BEGINNING.

Containing 135,820 square feet, more or less.

NOTE:
THIS DRAWING IS BEING MADE AVAILABLE BY PELDS DESIGN SERVICES (P.D.S.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH P.D.S.'s AGREEMENT FOR PROFESSIONAL SERVICES. P.D.S. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.

Line Table		
Line #	Direction	Length
L1	N12° 41' 32"W	89.98'
L2	N77° 18' 28"E	50.68'
L3	N76° 11' 28"E	350.38'
L4	N09° 25' 26"W	19.85'
L5	N80° 34' 26"E	450.45'
L6	N73° 59' 42"E	464.80'
L7	N77° 57' 05"E	1135.08'
L8	S05° 58' 37"W	57.84'
L9	S77° 57' 05"W	1115.31'
L10	S74° 02' 21"W	469.17'
L11	S80° 34' 49"W	450.45'
L12	S76° 12' 17"W	350.11'
L13	S09° 50' 56"E	30.00'
L14	S76° 12' 58"W	349.89'
L15	S09° 25' 31"E	14.96'
L16	S80° 34' 29"W	29.41'
L17	S73° 14' 36"W	252.53'

Curve Table						
Curve #	Arc Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	200.32'	11610.00'	0°59'19"	N76° 14' 51"E	200.31'	100.16'
C2	115.18'	11610.00'	0°34'06"	S77° 01' 34"W	115.18'	57.59'

POC
N 1/4 COR
SEC 7-T79N-R22W
END MAG NAIL

NE COR
SEC 7-T79N-R22W
END MAG NAIL

NE 62ND AVE. (80' ROW)

ALL N & W OF I-80 LESS 1.71 ACRES NE 1/4 SEC 7-T79N-R22W

TEMPORARY CONSTRUCTION
EASEMENT
135,820 SQ.FT ±

S00° 00' 22"E 918.90'

MUD CREEK

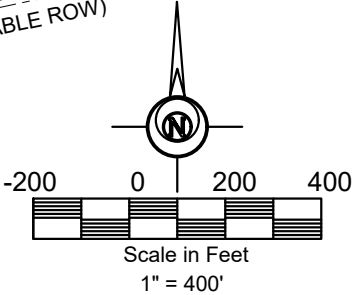
L1
L2
C1
C2
POB

L13
L12
L4
L3
L5
L6
L7
L10
L11
L15
L14
L16
L17

I-80 WESTBOUND (VARIABLE ROW)
I-80 EASTBOUND (VARIABLE ROW)

SYMBOLS LEGEND

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ± MORE OR LESS
- ▲ FOUND SECTION CORNER





ELDS DESIGN SERVICES

Architecture | Engineering | Surveying

2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515 265 8196

EASEMENT EXHIBIT FOR SOUTHEAST TRUNK SEWER
BONDURANT, IOWA

COPYRIGHT DATE:	DRAWN BY:	SCALE:	LATEST REVISION:	DRAWING NO:
	A.BRADFIELD	1" = 400'	11.19.2025	25-071

FILE PATH: J:\2025 PROJECTS\25-071 BONDURANT SANITARY VEENSTRA\ENGINEERING\SHEET SET\EASEMENTS\EASEMENT T3 OBE DWG

PREPARED BY: PELDS DESIGN SERVICES. - 2323 DIXON STREET, DES MOINES, IOWA 50316 - PH. (515)265-8196

EASEMENT EXHIBIT

(SANITARY SEWER EASEMENT P1)

LEGAL DESCRIPTION:

A part of the Northeast Quarter (NE 1/4) of Section 7 Township 79 North, Range 22 West of the 5th Principal Meridian, all being in and forming a part of the City of Bondurant, Polk County Iowa, is more particularly described as follows:

COMMENCING at the North Quarter corner of said Section 7 South 00°00'22" East, a distance of 918.80 feet along the West line of the said Northeast Quarter; THENCE along a curve, with an arc length of 246.55 feet, a radius of 11,610.00 feet, a delta angle of 1°13'00" a chord bearing North 76°21'32" East, a chord distance of 246.55 feet, and a tangent of 123.28 feet along the North line of the Interstate 80 right of way as presently established; THENCE North 09°50'56" West, a distance of 24.72 feet to the POINT OF BEGINNING;

THENCE North 09°50'56" West, a distance of 30.00 feet; THENCE North 76°12'17" East, a distance of 350.11 feet; THENCE North 80°34'49" East, a distance of 450.45 feet; THENCE North 74°02'21" East, a distance of 469.17 feet; THENCE North 77°57'05" East, a distance of 1,115.31 feet to a point on the Northeasterly line of the said Interstate 80 right of way; THENCE South 05°58'37" West, a distance of 47.32 feet along the said Northeasterly line to a point on the North line of said right of way; THENCE South 77°57'05" West, a distance of 1,100.16 feet along the said North line; THENCE South 70°23'51" West, a distance of 302.63 feet along the said North line; THENCE South 80°34'29" West, a distance of 621.27 feet along the said North line; THENCE North 09°25'42" West, a distance of 14.96 feet; THENCE South 76°12'58" West, a distance of 349.89 feet to the POINT OF BEGINNING.

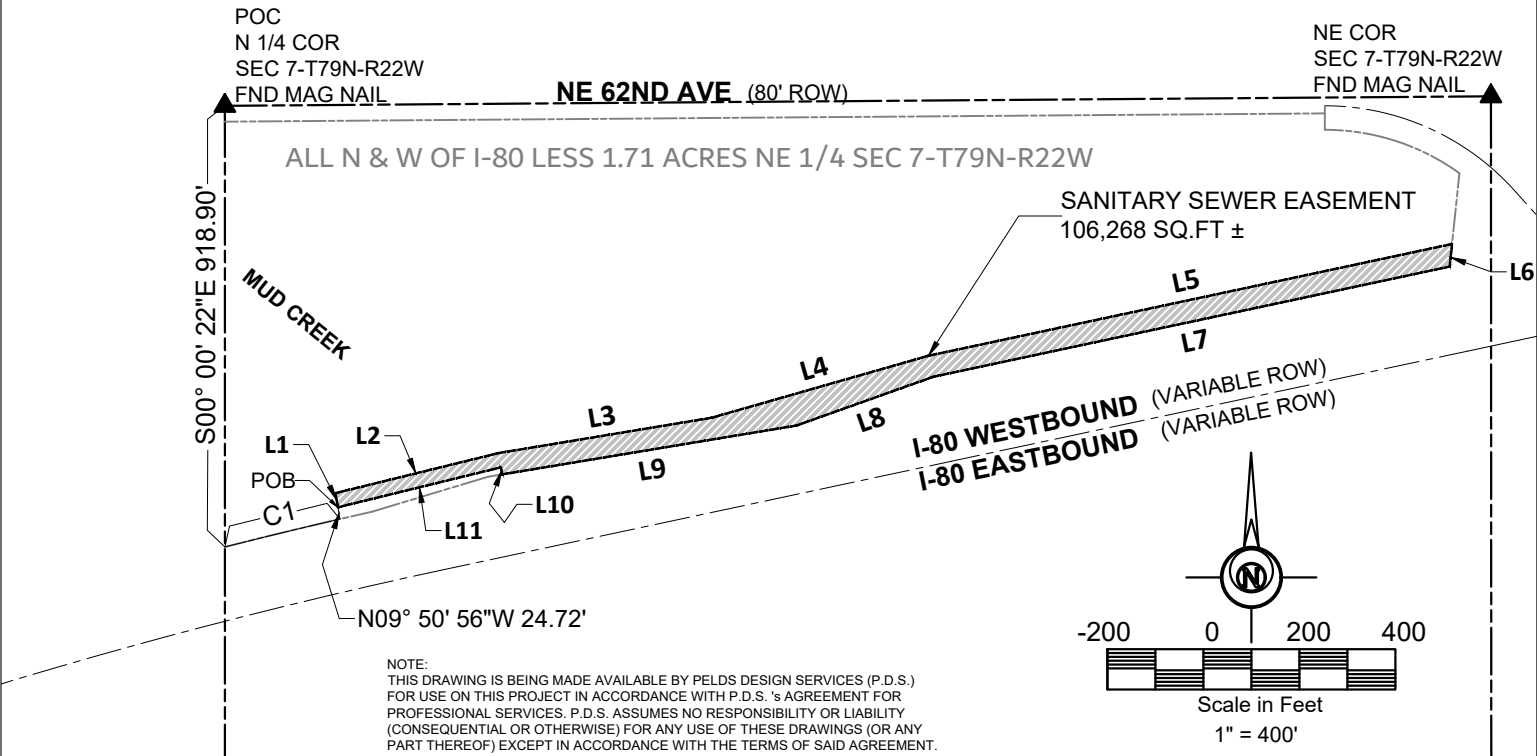
Containing 106,268 square feet, more or less.

SYMBOLS LEGEND

- POB
- POINT OF BEGINNING
- POC
- POINT OF COMMENCEMENT
- ±
- MORE OR LESS
- ▲
- FOUND SECTION CORNER

Curve Table						
Curve #	Arc Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	246.55'	11610.00'	1°13'00"	N76° 21' 42"E	246.55'	123.28'

Line Table		
Line #	Direction	Length
L1	N09° 50' 56"W	30.00'
L2	N76° 12' 17"E	350.11'
L3	N80° 34' 49"E	450.45'
L4	N74° 02' 21"E	469.17'
L5	N77° 57' 05"E	1115.31'
L6	S05° 58' 37"W	47.32'
L7	S77° 57' 05"W	1100.16'
L8	S70° 23' 51"W	302.63'
L9	S80° 34' 29"W	621.27'
L10	N09° 25' 42"W	14.96'
L11	S76° 12' 58"W	349.89'





ELDS DESIGN SERVICES

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2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515 265 8196

EASEMENT EXHIBIT FOR SOUTHEAST TRUNK SEWER

BONDURANT, IOWA

COPYRIGHT DATE:	DRAWN BY:	SCALE:	LATEST REVISION:	DRAWING NO:
	A.BRADFIELD	1" = 400'	11.19.2025	25-071

FILE PATH: J:\2025 PROJECTS\25-071 BONDURANT SANITARY VEENSTRA\ENGINEERING\SHEET SET\EASEMENTS\EASEMENT PERM OBE.DWG



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

Item No. 7.i.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution appointing Louise Jennings and Chris Johnsen to the Planning & Zoning Commission to fill vacancies resulting from the resignations of Andy Mains and Kristin Brostrom

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: Andy Mains submitted his resignation from the Planning and Zoning Commission to take effect January 1, 2026. Additionally, Kristin Brostrom submitted her resignation from the Commission as of January 9, 2026. The City advertised the Commission's vacancy and received three applications. At the Commission's January 8, 2026, meeting, Commission members interviewed the three applicants. Louise Jennings is recommended to fulfill Mains's term and Chris Johnson is recommended to fulfill Brostrom's term.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-17

CITY OF BONDURANT
RESOLUTION NO. 260120-17

RESOLUTION APPOINTING LOUISE JENNINGS AND CHRIS JOHNSEN TO THE
PLANNING & ZONING COMMISSION TO FILL THE VACANCIES AS A RESULT OF
ANDY MAINS'S AND KRISTIN BROSTROM'S RESIGNATIONS.

WHEREAS the Planning & Zoning Commission consists of seven (7) members, appointed by the City council; AND

WHEREAS the term of office of the members of the Commission shall be five (5) years; AND

WHEREAS all members of the Commission shall serve without compensation, except their actual expenses, which shall be subject to the approval of the Council; AND

WHEREAS Andy Mains stepped down from his seat on the Commission; AND

WHEREAS Kristin Brostrom stepped down from her seat on the Commission; AND

WHEREAS the City received three applications from interested residents; AND

WHEREAS the Planning & Zoning Commission recommends appointment of Louis Jennings and Chris Johnsen to the Planning & Zoning Commission; AND

WHEREAS Jennings's term will go into effect from approval of this resolution until December 31, 2028, to fulfill Andy Mains's term; AND

WHEREAS Johnsen's term will go into effect from approval of this resolution until December 31, 2029, to fulfill Kristin Brostrom's term.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointment of Louise Jennings and Chris Johnsen to the Planning & Zoning Commission is hereby approved as presented.

Passed and adopted this 20th day of January 2026

Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				



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

Item No. 7.j.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution Approving Amendment No. 2 to the Professional Services Agreement with Shive-Hattery for The Garden Project in the amount of \$11,800

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: On December 21, 2024, the City Council approved a Professional Services Agreement with Shive-Hattery, Inc. for The Garden at the ARTocka Trail Loop. The ARTocka Trail Loop was identified as an opportunity in the 2024-adopted Art, Culture, & Wayfinding Master Plan. Following receipt of initial bids for the boardwalk and kayak launch components in 2025, cost and constructability issues were identified. Shive-Hattery subsequently performed additional services to evaluate bid feedback and revise construction documents to support a rebid of these project elements.

Amendment No. 2 formalizes and authorizes the additional professional services by Shive-Hattery, including revised construction plans, specifications, and an updated cost estimate. The amendment provides for a lump-sum fee of \$11,800.

FUNDING SOURCE: Parks bond funding (supported by GO Debt and TIF Debt), LOSST funding, and grant funding are supporting the development of this project.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-18
2. Amendment No. 2

CITY OF BONDURANT
RESOLUTION NO. 260120-18

A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL
SERVICES AGREEMENT WITH SHIVE-HATTERY FOR THE GARDEN PROJECT IN
THE AMOUNT OF \$11,800

WHEREAS on December 21, 2024, the City Council of the City of Bondurant approved a Professional Services Agreement with Shive-Hattery, Inc. for professional engineering and design services related to The Garden at the ARTocka Trail Loop; AND

WHEREAS the ARTocka Trail Loop was identified as an opportunity project in the City's 2024-adopted Art, Culture, & Wayfinding Master Plan, intended to enhance public art, placemaking, and recreational amenities; AND

WHEREAS following receipt of initial bids in 2025 for the boardwalk and kayak launch components of The Garden Project, cost and constructability challenges were identified that necessitated further evaluation and design revisions; AND

WHEREAS Shive-Hattery, Inc. performed additional professional services to review bid feedback, collaborate with City staff and project partners, and revise construction documents in support of a rebid of the boardwalk and kayak launch elements; AND

WHEREAS Amendment No. 2 to the Professional Services Agreement formalizes and authorizes these additional professional services, including revised construction plans, specifications, and an updated cost estimate; AND

WHEREAS Amendment No. 2 provides for a lump-sum fee of \$11,800 for the additional services associated with rebid construction documents and rebid-phase support; AND

WHEREAS City staff has reviewed Amendment No. 2 and finds the scope and fee to be reasonable and in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, Amendment No. 2 to the Professional Services Agreement between the City of Bondurant and Shive-Hattery, Inc. for The Garden at the ARTocka Trail Loop is hereby approved in the amount of \$11,800, pending review by legal counsel.

Passed this 20th day of January 2026,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				

AMENDMENT TO AGREEMENT
between SHIVE-HATTERY, INC. AND THE CLIENT

ATTN: Maggie Murray
CLIENT: City of Bondurant
200 2nd St. NE
Bondurant, IA 50035

PROJECT: The Garden at the ARTocka Trail Loop

PROJECT LOCATION: Bondurant, IA

ORIGINAL AGREEMENT DATE: December 21, 2024

AMENDMENT NO.: 2

AMENDMENT DATE: November 25, 2025

City of Bondurant and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

SCOPE OF SERVICES

Tasks for the Amendment Scope of Services are revised as follows:

1. Revised Construction Drawings
 - a. Reach out to planholders and compile responses to understand bid results, underlying issues, and possible design updates
 - b. Collaborate with City Staff and i/Thee to revise construction documents and develop rebid plans and specifications for the boardwalk and kayak launch.
 - c. Design and Plan Updates
 - i. Update plans to reduce overall size and location of raised planting beds.
 - ii. Added bid alternative to allow work during winter over lake ice.
 - iii. Developed additional loading for ice and wind loads – less delegated design
 - iv. Designed and added bid alternative for h-pile and connections.
 - d. Deliverables
 - i. Rebid Construction Plans, Project Specifications Manual, and Cost Estimate.

COMPENSATION

Description	Fee Type	Fee	Total
Boardwalk Rebid Construction Documents and Rebid Phase Services	Lump Sum	\$11,800	\$11,800
TOTAL			\$11,800

AGREEMENT

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDMENT** as of the day and year first written above.

CLIENT:
CITY OF Bondurant

By: _____

Printed Name: _____

Title: _____

Date: _____

S-H:
SHIVE-HATTERY, INC.

By: 
David Fliehler, PE
Project Manager



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

Item No. 7.k.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution approving a deduct change order for The Garden Project

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS:

In November 2025, the Bondurant City Council approved a resolution titled “Resolution Considering Award of Bid for The Garden Project in an Amount Not to Exceed \$858,395.06.” This action authorized the execution of a construction contract with Home Boy Enterprises, Ltd. based on the base bid and bid alternates received for the Boardwalk at Lake Petocka component of The Garden Project.

Following bid award, the City, engineer, and contractor worked collaboratively to refine project details, confirm constructability, and align scope elements with final design and site conditions. As part of this process, supplemental pricing was requested and reviewed to reflect design clarifications, construction sequencing efficiencies, and optional scope adjustments.

Components of the change order deduct include: landscaping plantings deduct, refinement of foundation and structural approach, material treatment clarifications, and schedule adjustments.

The attached deduct change order reflects agreed-upon reductions to the original bid amount based on the removal or modification of specific bid items. The amount noted in the attached deduct is \$692,781.42, a reduction of \$165,613.64 when compared to the original price included in the November City Council contract award resolution. These deductions do not alter the core function or public use of The Garden Project and are consistent with the approved design intent. Approval of this deduct change order will reduce the overall project cost while maintaining project quality, safety, and accessibility.

FUNDING SOURCE: Parks bond funding (supported by GO Debt and TIF Debt), LOSST funding, and grant funding are supporting the development of this project.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-19
2. Change Order No. 1

CITY OF BONDURANT
RESOLUTION NO. 260120-19

A RESOLUTION APPROVING A DEDUCT CHANGE ORDER FOR THE GARDEN
PROJECT

WHEREAS in November 2025, the Bondurant City Council approved a resolution titled "Resolution Considering Award of Bid for The Garden Project in an Amount Not to Exceed \$858,395.06," authorizing execution of a construction contract with Home Boy Enterprises, Ltd. for the Boardwalk at Lake Petocka component of The Garden Project; AND

WHEREAS following bid award, the City of Bondurant, the project engineer, and the contractor worked collaboratively to refine project details, confirm constructability, and align scope elements with final design and site conditions; AND

WHEREAS as part of this process, supplemental pricing was requested and reviewed to reflect design clarifications, construction sequencing efficiencies, and optional scope adjustments; AND

WHEREAS components of the proposed deduct change order include landscaping plantings deduct, refinement of foundation and structural approach, material treatment clarifications, and schedule adjustments; AND

WHEREAS the attached deduct change order reflects agreed-upon reductions to the original bid amount based on the removal or modification of specific bid items; AND

WHEREAS the revised total amount associated with the deduct change order is \$692,781.42, representing a reduction of \$165,613.64 from the original contract amount approved by the City Council in November 2025; AND

WHEREAS the City Council finds that these deductions do not alter the core function, public use, or design intent of The Garden Project and that approval of the deduct change order is in the best interest of the City and its residents by reducing overall project cost while maintaining quality, safety, and accessibility.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the deduct change order for The Garden Project, reducing the contract amount to \$692,781.42, is hereby approved.

Passed and approved this 20th day of January 2026.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				

Project: Boardwalk at Lake Petocka
 Client: City of Bondurant
 Date: January 14, 2026

Change Order 01 - Supplemental Pricing
 Contractor: Home Boy
 A/E: Shive-Hattery

Item No.	Description	Quantity	Units	Unit Price	Total
1	BOARDWALK DECKING, BLACK LOCUST	1,260	SF	\$ 33.00	\$ 41,580.00
2	BOARDWALK RAILING, BLACK LOCUST	1	LS	\$ 27,362.00	\$ 27,362.00
3	PLANTING BED WOOD CLADDING, BLACK LOCUST	241	SF	\$ 4.62	\$ 1,113.42
4	LABOR TO INSTALL BLACK LOCUST	1	LS	\$ 11,500.00	\$ 11,500.00
5	H-PILE INSTALLATION	1	LS	\$ 266,500.00	\$ 266,500.00
6	BOARDWALK SUBSTRUCTURE	1,446	SF	\$ 130.00	\$ 187,980.00
7	RAISED PLANTING BEDS w/ STEEL FRAME	1	LS	\$ 15,000.00	\$ 15,000.00
8	ACCESSIBLE KAYAK LAUNCH AND GANGWAY, INSTALL ONLY	1	LS	\$ 10,400.00	\$ 10,400.00
9	CONCRETE ABUTMENT RAMP	39	CY	\$ 740.00	\$ 28,860.00
10	EROSION CONTROL	1	LS	\$ 3,500.00	\$ 3,500.00
11	EARTHWORK SHAPING & TOPSOIL	1	LS	\$ 6,000.00	\$ 6,000.00
12	SEEDING AND RESTORATION	1	AC	\$ 10,600.00	\$ 5,300.00
13	LIMESTONE OUTCROPPING BOULDERS	7	EA	\$ 554.00	\$ 3,878.00
14	LANDSCAPE PLANTINGS	406	EA	\$ 18.00	\$ 7,308.00
15	CONSTRUCTION STAKING	1	LS	\$ 6,500.00	\$ 6,500.00
16	MOBILIZATION	1	LS	\$ 70,000.00	\$ 70,000.00
Total Bid - Change Order 1				\$	692,781.42



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

Item No. 7.I.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution approving pay request no. 13 (Release of Retainage) to McAninch Corporation for the Civic Campus Improvements Phase 1 Project in the amount of \$92,592.89

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #13 in the amount of \$92,592.89 related to the Civic Campus Improvements Phase 1 Project. This pay application has been reviewed by City Staff and Engineers from Veenstra & Kim for accuracy and is for the release of retainage on the contract for the Phase 1 portion of the civic Campus Improvements. As a reminder this portion was the construction of Courtyard Dr. SE from Pleasant St. SE to Campus Dr. SE to allow construction of the new BES Facility. Construction of sanitary sewer trunk line from Civic Campus to the Urban Service Sanitary Lift Station was also part of this phase. The city was also able to take advantage of favorable pricing and by change order council approved the construction of the 2nd storm water detention pond that was needed for the entire project.

The original contract price was \$1,627,374.45. Council approved change orders in the amount of \$425,766.38 making the total approved \$2,053,140.83. McAninch Corp was able to complete all necessary work in a total completed amount of \$1,963,027.36. This reflects a total savings to the city in an amount of \$90,113.47 including the extra work that was not in the original contract.

FUNDING SOURCE: Grant Funding and Bond Funding, supported by TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-20
2. Pay Request No. 13 (Release of Retainage)
3. Certificate of Completion Civic Campus Phase 1

CITY OF BONDURANT
RESOLUTION NO. 260120-20

RESOLUTION APPROVING PAY REQUEST NO. 13 AND CERTIFICATE OF
COMPLETION TO MCANINCH CORPORATION FOR THE CIVIC CAMPUS
IMPROVEMENTS PHASE 1 PROJECT IN THE AMOUNT OF \$92,592.89

WHEREAS the Civic Campus Improvements Phase 1 Pay Request No. 13 (Release of Retainage) was submitted on January 13th, 2026; AND

WHEREAS the pay request no. 13 is for (Release of Retainage), on the Civic Campus Phase 1 Project; AND

WHEREAS City Staff and engineers from Veenstra & Kimm have reviewed the pay request for accuracy; AND

WHEREAS Staff recommend approval of the certificate of completion for the project; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Request No. 13 (Release of Retainage) to McAninch Corporation in the amount of \$92,592.89 is hereby approved.

BE IT FURTHER RESOLVED that the Certificate of Completion is approved.

Passed this 20th day of January 2026,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				



PARTIAL PAYMENT NO. 13 (RETAINAGE)

PROJECT TITLE: CIVIC CAMPUS IMPROVEMENTS PHASE 1 - COURTYARD DRIVE

Date: 1/13/2026

Original Contract Amount:	\$1,627,374.45
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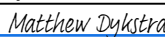
Pay Period: October 25, 2025 to December 12, 2025

BID ITEMS

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SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$1,627,374.45	\$1,963,027.36
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1	Water Main/Services and West Pond Excavation	\$92,795.80	\$0.00
2	West Pond #2 Excavation	\$66,528.28	\$0.00
3	Straw Mulch for Stabilization	\$7,300.50	\$0.00
4	Sanitary Sewer Alignment Adjustment to North of Road	\$259,141.80	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
9		\$0.00	\$0.00
10		\$0.00	\$0.00
(Refer to Bid Item Schedule for Total Completed) Total Change Orders		\$425,766.38	\$0.00
		Total Approved	Total Completed
Revised Contract Price		\$2,053,140.83	\$1,963,027.36
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$1,963,027.36
Previously Held Retainage @ 5% Prior to July 1, 2025 (based on \$1,685,103.41)			\$0.00
Retainage on Work Completed After July 1, 2025 (3%)			\$0.00
Total Earned Less Retainage			\$1,963,027.36
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	June 3, 2024 to June 25, 2024	\$99,178.96	
2	June 26, 2024 to July 31, 2024	\$389,397.52	
3	Aug 1, 2024 to Aug 30, 2024	\$382,055.49	
4	Aug 31, 2024 to Oct 28, 2024	\$86,198.96	
5	Oct 29, 2024 to Dec 11, 2024	\$6,935.74	
6	Dec 12, 2024 to March 28, 2025	\$66,373.08	
7	March 29, 2025 to April 29, 2025	\$305,400.79	
8	April 30, 2025 to June 11, 2025	\$265,307.70	
9	June 12, 2025 to June 30, 2025	\$222,624.72	
10	July 1, 2025 to August 26, 2025	\$17,568.81	
11	August 27, 2025 to October 24, 2025	\$21,700.16	
12	October 25, 2025 to December 12, 2025	\$7,692.54	
		Total Previously Approved	\$1,870,434.47
Retainage Due This Request			\$92,592.89
Note: The amount \$92,592.89 (final retainage) is payable 30 days after final acceptance of the project.			
CONTRACT SUMMARY			
		ORIGIANL CONTRACT AMOUNT	\$1,627,374.45
		TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS	\$2,053,140.83
		FINAL COMPLETED AMOUNT	\$1,963,027.36
		TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT	\$1,963,027.36
		BALANCE	\$0.00
		PERCENT COMPLETE	100.0%
Recommended By:		Contractor:	Approved by:
Veenstra & Kimm, Inc.		McAninch Corporation	City of Bondurant
Signature		Signature	 Matthew Dykstra (Jan 13, 2026 13:24:48 CST)
Name	William Weber	Name	Matthew Dykstra
Title	Project Manager	Title	Chief Operating Officer
Date	Jan 13, 2026	Date	Jan 13, 2026
Signature		Signature	 John Horton (Jan 13, 2026 15:02:53 CST)
Name		Name	John Horton
Title		Title	Public Works Director
Date		Date	Jan 13, 2026

428119-1 Partial Payment No. 13 Retainage (Civic Campus - Bondurant, Iowa)

Final Audit Report

2026-01-14

Created:	2026-01-13
By:	Will Weber (wweber@v-k.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWOyRVtfU-R_yRL-q2LthXI4vn4iZ9tAN

"428119-1 Partial Payment No. 13 Retainage (Civic Campus - Bondurant, Iowa)" History

-  Document created by Will Weber (wweber@v-k.net)
2026-01-13 - 8:51:10 PM GMT
-  Document emailed to Will Weber (wweber@v-k.net) for signature
2026-01-13 - 8:52:05 PM GMT
-  Document emailed to mdykstra@mcaninchcorp.com for signature
2026-01-13 - 8:52:05 PM GMT
-  Document emailed to jhorton@cityofbondurant.com for signature
2026-01-13 - 8:52:05 PM GMT
-  Document e-signed by Will Weber (wweber@v-k.net)
Signature Date: 2026-01-13 - 8:52:21 PM GMT - Time Source: server
-  Email viewed by mdykstra@mcaninchcorp.com
2026-01-13 - 8:52:45 PM GMT
-  Email viewed by jhorton@cityofbondurant.com
2026-01-13 - 8:59:59 PM GMT
-  Signer jhorton@cityofbondurant.com entered name at signing as John Horton
2026-01-13 - 9:02:51 PM GMT
-  Document e-signed by John Horton (jhorton@cityofbondurant.com)
Signature Date: 2026-01-13 - 9:02:53 PM GMT - Time Source: server
-  Signer mdykstra@mcaninchcorp.com entered name at signing as Matthew Dykstra
2026-01-14 - 1:24:46 AM GMT



Document e-signed by Matthew Dykstra (mdykstra@mcaninchcorp.com)

Signature Date: 2026-01-14 - 1:24:48 AM GMT - Time Source: server



Agreement completed.

2026-01-14 - 1:24:48 AM GMT



Adobe Acrobat Sign

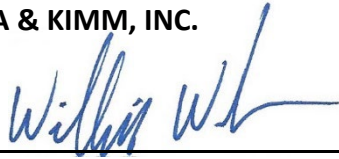
CERTIFICATE OF COMPLETION

CIVIC CAMPUS IMPROVEMENTS PHASE 1 – COURTYARD DRIVE BONDURANT, IOWA

Veenstra & Kimm, Inc. hereby certifies that we have made an on-site review of the completed construction of the Civic Campus Improvements Phase 1 – Courtyard Drive as performed by McAninch Corporation of Des Moines, Iowa.

As Engineers for the project, it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is One Million Nine Hundred Sixty-Three Thousand Twenty-Seven and 36/100 Dollars (\$1,963,027.36).

VEENSTRA & KIMM, INC.

By 

Title Project Manager

Date December 12, 2025

Accepted by: **CITY OF BONDURANT, IOWA**

By _____

Title _____

Date _____



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

Item No. 7.m.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution approving pay request no. 13 to Alliance Construction Group LLC for the Civic Campus Improvements Phase 2 Project in the amount of \$59,659.70

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff would recommend to the Council the approval of the attached resolution to approve Pay App #13 in the amount of \$59,659.70 related to the Civic Campus Improvements Phase 2 Project.

This pay application has been reviewed by City Staff and Engineers from Veenstra & Kim for accuracy and is for work completed from November 25th through January 13th, 2026 for the project. All street paving east of the highway have been completed. Trail and sidewalk work is substantially complete. We are waiting on utility conflicts to get moved before that can be completed. Finish grading and seeding is about 75% complete. Work on Stage 3 paving work in the Hwy 65 median is complete. Signal work is complete and operational. Phase 4 paving work on the west side of the intersection will happen first thing in the spring.

Project is approximately 92.3% completed.

FUNDING SOURCE: RISE Grant/ Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-21
2. Pay Request No. 13

CITY OF BONDURANT
RESOLUTION NO. 260120-21

RESOLUTION APPROVING PAY REQUEST NO. 13 TO ALLIANCE CONSTRUCTION
GROUP LLC FOR THE CIVIC CAMPUS IMPROVEMENTS PHASE 2 PROJECT IN
THE AMOUNT OF \$59,659.70

WHEREAS, the Civic Campus Improvements Phase 2 Pay Request No. 13 was submitted on January 15th, 2026; AND

WHEREAS, the pay request no. 13 is for work completed November 25th through January 13th, 2026, for the Civic Campus Phase 2 Project; AND

WHEREAS City Staff and engineers from Veenstra & Kimm have reviewed the pay request for accuracy; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 13 to Alliance Construction Group LLC in the amount of \$59,659.70 hereby approved.

Passed this 20th day of January 2026,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				



ESTIMATE OF CONSTRUCTION COMPLETED

PARTIAL PAYMENT NO. 13

PROJECT TITLE: CIVIC CAMPUS IMPROVEMENTS PHASE 2

Contractor: Alliance Construction Group LLC

Date: 1/13/2026

Original Contract Amount: \$5,251,693.65

Pay Period: Nov 25, 2025 to Jan 13, 2026

ITEM NO.	DESCRIPTION	UNIT	BID ITEMS QUANTITY						UNIT PRICE	DIVISION 1 VALUE COMPLETED TO DATE	DIVISION 2 VALUE COMPLETED TO DATE	TOTAL VALUE COMPLETED TO DATE
			(RISE ELIG.) DIVISION 1 (ORIG. CONT.)	(NON-PART) DIVISION 2 (ORIG. CONT.)	TOTAL AUTHORIZED (INCL. C.O.'S)	COMPLETED DIVISION 1 TO DATE	COMPLETED DIVISION 2 TO DATE	COMPLETED TOTAL TO DATE				
	EARTHWORK											
2.01	Clearing and Grubbing	LS	0.75	0.25	1	0.75	0.25	1	\$9,400.00	\$7,050.00	\$2,350.00	\$9,400.00
2.02	Topsoil	CY	15,650	6,375	22,025	15,650	5,273	20,923	\$4.80	\$75,120.00	\$25,310.40	\$100,430.40
2.03	Class 10 Excavation	CY	17,440	2,180	19,620	17,440	1,199	18,639	\$7.30	\$127,312.00	\$8,752.70	\$136,064.70
2.04	Obliterate Old Roadbed	STA	15.0	0.0	15.0			0	\$1,200.00	\$0.00	\$0.00	\$0.00
2.05	Below Grade Excavation (Core Out)	CY	704	224	928			0	\$3.75	\$0.00	\$0.00	\$0.00
2.06	Subgrade Preparation	SY	21,097	6,715	27,812	21,097	5,324	26,421	\$2.80	\$59,071.60	\$14,907.20	\$73,978.80
2.07	Granular Stabilization	TONS	1,330.0	423.0	1,753.0			0	\$47.75	\$0.00	\$0.00	\$0.00
2.08	Subgrade Treatment, Geogrid	SY	2,110	672	2,782			0	\$2.50	\$0.00	\$0.00	\$0.00
2.09	Modified Subbase	SY	21,097	6,715	27,812	21,097	5,324	26,421	\$7.20	\$151,898.40	\$38,332.80	\$190,231.20
2.10	Compaction Testing	LS	0.75	0.25	1	0.75	0.25	1	\$14,081.00	\$10,560.75	\$3,520.25	\$14,081.00
	SEWERS AND DRAINS											
4.01	Sanitary Sewer, Trenched, 8" PVC, CO1	LF	0	974	774	0	744	744	\$50.00	\$0.00	\$37,200.00	\$37,200.00
4.02	Sanitary Sewer, Trenched, 10" PVC	LF	0	1,797	1,797	0	1,789.5	1,789.5	\$51.50	\$0.00	\$92,159.25	\$92,159.25
4.03	Sanitary Sewer, Trenched, 12" PVC	LF	0	826	826	0	829	829	\$73.00	\$0.00	\$60,517.00	\$60,517.00
4.04	Sanitary Sewer Force Main, Trenched, 8" PVC	LF	1,857	0	1,857	1,857	0	1,857	\$55.00	\$102,135.00	\$0.00	\$102,135.00
4.05	Sanitary Sewer Force Main Abandonment, Plug	LS	1	0	1	1	0	1	\$725.00	\$725.00	\$0.00	\$725.00
4.06	Sanitary Sewer Service Stub, 6" PVC, CO1	LF	0	420	370	0	339	339	\$41.00	\$0.00	\$13,899.00	\$13,899.00
4.07	Storm Sewer, Trenched, RCP, 15"	LF	1,613	617	2,230	1,613	633.1	2,246.1	\$61.00	\$98,393.00	\$38,619.10	\$137,012.10
4.08	Storm Sewer, Trenched, RCP, 18"	LF	285	155	440	285	155	440	\$62.00	\$17,670.00	\$9,610.00	\$27,280.00
4.09	Storm Sewer, Trenched, RCP, 24"	LF	519	24	543	519	24	543	\$75.00	\$38,925.00	\$1,800.00	\$40,725.00
4.10	Storm Sewer, Trenched, RCP, 36"	LF	344	61	405	344	61	405	\$110.00	\$37,840.00	\$6,710.00	\$44,550.00
4.11	Storm Sewer, Trenched, RCP, 42", CO2	LF	1,614	0	1,606	1,606	0	1,606	\$150.00	\$240,900.00	\$0.00	\$240,900.00
4.12	Pipe Apron, Concrete, 15"	EA	2	0	2	2	1	3	\$2,163.00	\$4,326.00	\$2,163.00	\$6,489.00
4.13	Pipe Apron, Concrete, 24"	EA	2	0	2	2	0	2	\$3,030.00	\$6,060.00	\$0.00	\$6,060.00
4.14	Removal of Culverts	LF	192	64	256	192	64	256	\$10.00	\$1,920.00	\$640.00	\$2,560.00
4.15	Subdrain, Type 1, PVC, 6"	LF	6,733	1,713	8,446	6,733	1,567	8,300	\$13.00	\$87,529.00	\$20,371.00	\$107,900.00
4.16	Subdrain Cleanouts	EA	3	4	7			0	\$450.00	\$0.00	\$0.00	\$0.00
4.17	Subdrain Outlet	EA	60	12	72	60	12	72	\$200.00	\$12,000.00	\$2,400.00	\$14,400.00
4.18	Field Tile Repair	LF	300	100	400	450	65	515	\$20.00	\$9,000.00	\$1,300.00	\$10,300.00
4.19	Beveled Pipe and Guard, 24"	EA	1	0	1	1	0	1	\$2,650.00	\$2,650.00	\$0.00	\$2,650.00
	WATER MAINS AND APPURTENANCES											
5.01	Water Main, 4" PVC, Trenched, CO3	LF	2,785	0	2,803	2,803	0	2,803	\$21.00	\$58,863.00	\$0.00	\$58,863.00
5.02	Water Main, 12" PVC, Trenched	LF	0	4,982	4,982	0	4,988	4,988	\$52.50	\$0.00	\$261,870.00	\$261,870.00
5.03	Gate Valve, 4", CO3	EA	2	0	6	6	0	6	\$1,200.00	\$7,200.00	\$0.00	\$7,200.00
5.04	Gate Valve, 12"	EA	0	10	10	0	10	10	\$3,600.00	\$0.00	\$36,000.00	\$36,000.00
5.05	Tapping Sleeve and Valve, 12"	EA	0	1	1	0	1	1	\$6,550.00	\$0.00	\$6,550.00	\$6,550.00

BID ITEMS												
ITEM NO.	DESCRIPTION	UNIT	QUANTITY						UNIT PRICE	DIVISION 1 VALUE COMPLETED TO DATE	DIVISION 2 VALUE COMPLETED TO DATE	TOTAL VALUE COMPLETED TO DATE
			(RISE ELIG.) DIVISION 1 (ORIG. CONT.)	(NON-PART) DIVISION 2 (ORIG. CONT.)	TOTAL AUTHORIZED (INCL. C.O.'S)	COMPLETED DIVISION 1 TO DATE	COMPLETED DIVISION 2 TO DATE	COMPLETED TOTAL TO DATE				
5.06	Water Service Stubs, 1.5", CO1, CO2	EA	0	6	4	0	5	5	\$1,700.00	\$0.00	\$8,500.00	\$8,500.00
5.07	Water Service Stubs, 8"	EA	0	2	2	0	3	3	\$3,250.00	\$0.00	\$9,750.00	\$9,750.00
5.08	Water Service Stubs, 1.5", CO1, CO2	LF	0	355	240	0	265	265	\$31.00	\$0.00	\$8,215.00	\$8,215.00
5.09	Water Service Stubs, 8"	LF	0	100	100	0	100	100	\$31.50	\$0.00	\$3,150.00	\$3,150.00
5.10	Hydrant Assembly	EA	0	16	16	0	16	16	\$6,600.00	\$0.00	\$105,600.00	\$105,600.00
5.11	Blowoff Assembly	EA	3	0	3	3	0	3	\$1,680.00	\$5,040.00	\$0.00	\$5,040.00
5.12	Connection to Existing, CO3	EA	0	2	4	2	2	4	\$630.00	\$1,260.00	\$1,260.00	\$2,520.00
5.13	Water Main Abandonment	LS	1	0	1	1	0	1	\$450.00	\$450.00	\$0.00	\$450.00
	STRUCTURES FOR SANITARY AND STORM SEWERS											
6.01	Manhole, SW-301, 48", CO1	EA	0	17	16	0	16	16	\$6,000.00	\$0.00	\$96,000.00	\$96,000.00
6.02	Manhole, SW-401, 72"	EA	13	0	13	13	0	13	\$9,550.00	\$124,150.00	\$0.00	\$124,150.00
6.03	Manhole, SW-401, 84"	EA	1	0	1	1	0	1	\$10,250.00	\$10,250.00	\$0.00	\$10,250.00
6.04	Manhole, SW-401, 96"	EA	1	0	1	1	0	1	\$16,200.00	\$16,200.00	\$0.00	\$16,200.00
6.05	Manhole, SW-406	EA	1	0	1	1	0	1	\$3,800.00	\$3,800.00	\$0.00	\$3,800.00
6.06	Intake, SW-508	EA	34	10	44	34	10	44	\$6,450.00	\$219,300.00	\$64,500.00	\$283,800.00
6.07	Intake, SW-510	EA	4	0	4	4	0	4	\$7,750.00	\$31,000.00	\$0.00	\$31,000.00
	STREETS AND RELATED WORK											
7.01	Pavement, PCC, 8"	SY	13,828	5,765	19,593	13,828	3,483	17,311	\$59.00	\$815,852.00	\$205,497.00	\$1,021,349.00
7.02	Pavement, PCC, 10"	SY	4,426	0	4,426	4,375	0	4,375	\$74.50	\$325,937.50	\$0.00	\$325,937.50
7.03	Pavement Samples and Testing	LS	0.75	0.25	1	0.75	0.25	1.00	\$13,500.00	\$10,125.00	\$3,375.00	\$13,500.00
7.04	Granular Surfacing	TONS	100.0	0.0	100.0	85.0	0	85.0	\$37.00	\$3,145.00	\$0.00	\$3,145.00
7.05	Granular Shoulder, Type B	TONS	230.0	121.0	351.0	100.0		100.0	\$50.00	\$5,000.00	\$0.00	\$5,000.00
7.06	Pavement Removal	SY	9,178	1,494	10,672	9,178	494	9,672	\$8.00	\$73,424.00	\$3,952.00	\$77,376.00
7.07	Driveway Removal	SY	0	134	134	0	134	134	\$6.00	\$0.00	\$804.00	\$804.00
7.08	Driveway, PCC	SY	244	134	378			0	\$70.00	\$0.00	\$0.00	\$0.00
7.09	Sidewalk, PCC	SY	615	0	615	588.8	0.0	588.8	\$50.00	\$29,440.00	\$0.00	\$29,440.00
7.10	Share Use Path, PCC	SY	2,401	1,420	3,821	2,401.0	863.3	3,264.3	\$43.00	\$103,243.00	\$37,121.90	\$140,364.90
7.11	Special Subgrade Preparation for Shared Use Paths	SY	0	1,167	1,167	0	1,167	1,167	\$9.20	\$0.00	\$10,736.40	\$10,736.40
7.12	Detectable Warnings	SF	160	0	160	106	0	106	\$30.00	\$3,180.00	\$0.00	\$3,180.00
7.13	Sidewalk/Driveway Assurance Testing	LS	0.65	0.35	1	0.65	0.30	0.95	\$6,500.00	\$4,225.00	\$1,950.00	\$6,175.00
	TRAFFIC CONTROL											
8.01	Traffic Signals	LS	1.0	0.0	1	1.00	0.00	1.00	\$399,000.00	\$399,000.00	\$0.00	\$399,000.00
8.02	Painted Pavement Markings, Solvent/Waterborne	STA	118.6	22.9	141.5	75.0	0.0	75.0	\$120.00	\$9,000.00	\$0.00	\$9,000.00
8.03	Painted Symbols and Legends	EA	15	6	21			0	\$125.00	\$0.00	\$0.00	\$0.00
8.04	Temporary Traffic Control	LS	0.9	0.1	1	0.90	0.05	0.95	\$29,000.00	\$26,100.00	\$1,450.00	\$27,550.00
8.05	Traffic Signs	EA	10	0	10	3	0	3	\$350.00	\$1,050.00	\$0.00	\$1,050.00
	SITE WORK AND LANDSCAPING											
9.01	Hydraulic Seeding, Type 1	AC	7.5	3.5	11.0			0.0	\$3,000.00	\$0.00	\$0.00	\$0.00
9.02	Hydraulic Seeding, Type 2	AC	0.0	2.0	2.0			0.0	\$2,800.00	\$0.00	\$0.00	\$0.00
9.03	SWPPP Preparation	LS	0.65	0.35	1	0.65	0.35	1.00	\$1,500.00	\$975.00	\$525.00	\$1,500.00
9.04	SWPPP Management	LS	0.65	0.35	1	0.65	0.30	0.95	\$7,250.00	\$4,712.50	\$2,175.00	\$6,887.50
9.05	Filter Sock, 9"	LF	7,500	3,500	11,000	2,700.0	0	2,700	\$1.65	\$4,455.00	\$0.00	\$4,455.00
9.06	Filter Socks, Removal	LF	7,500	3,500	11,000	2,700.0	0	2,700	\$0.05	\$135.00	\$0.00	\$135.00
9.07	Erosion Control Mulching, Hydromulching	AC	6.5	4.0	10.5	6.5	4.0	10.5	\$1,800.00	\$11,700.00	\$7,200.00	\$18,900.00
9.08	Rip Rap	TONS	50.0	0.0	50.0			0	\$102.00	\$0.00	\$0.00	\$0.00
	MISCELLANEOUS											
11.01	Construction Survey	LS	0.65	0.35	1	0.65	0.30	0.95	\$35,000.00	\$22,750.00	\$10,500.00	\$33,250.00
11.02	Mobilization	LS	0.65	0.35	1	0.65	0.35	1.00	\$120,000.00	\$78,000.00	\$42,000.00	\$120,000.00

[illegible]



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

Item No. 7.n.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution approving action to order construction and set date of bid letting and public hearing on Bids, Specifications, and Form of Contract, for February 2, 2026, for the BFSD Public Infrastructure 2nd St. NE Improvements Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: On August 21st, 2023, City Council approved a professional services agreement with Veenstra and Kim for design work on the BFSD Public Infrastructure Improvements Project. Staff and engineers from Veenstra & Kim have been working behind the scenes on coordination and design and this is the last phase of this project. Plans have been finalized, and they are ready to go out for bidding.

As a reminder, Phase 1 of this project was the construction of the new Truman Dr. NE to gain access to the new elementary school site. That project is still ongoing and is anticipated to be completed in the spring of 2026. Phase 2 of this project is the Stormwater detention facility to serve this area in the newly formed Pleasantview Park along with the storm sewer outfall that is currently under construction and will be completed by early summer 2026. Phase 3 of this project is the reconstruction approximately 1700 feet of 2nd St. NE east and west of Truman Dr. NE, addition of traffic signals at Truman Dr and 2nd St. NE and replacement of water main from Lincoln St. NE to just east of Truman Dr.

The attached resolution is to begin the process to take bids for the BFSD Public Infrastructure Phase 3 Improvements Project.

FUNDING SOURCE: Bond Funds/RUT Funds and Grant Funds for the Pleasantview Park area

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-22

2. Notice of Public Hearing
3. Notice to Bidders

CITY OF BONDURANT
RESOLUTION NO. 260120-22

RESOLUTION APPROVING ACTION TO ORDER CONSTRUCTION AND SET DATE
OF LETTING AND PUBLIC HEARING REGARDING ACTION TO ORDER
CONSTRUCTION AND APPROVING BIDS, SPECIFICATIONS, AND FORM OF
CONTRACT FOR THE BFSD PUBLIC INFRASTRUCTURE 2nd ST. NE
IMPROVEMENTS PROJECT

WHEREAS, the City Council orders construction for the BFSD Public Infrastructure 2nd St. NE Improvements Project; AND

WHEREAS, bids are due and will be opened February 25th, at 10:00 am at the Bondurant City Hal Council Chambers 200 Second St. NE Bondurant, Iowa 50035; AND

WHEREAS, a public hearing on the proposed plans, specifications, form of contract, and estimate of cost is scheduled for February 2nd, 2026, at 6:00 p.m. in the Bondurant City Hall Council Chambers at 200 Second Street NE, Bondurant, Iowa 50035; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the action to order construction, setting date for public hearing regarding action to order construction and approving bids, specifications, and form of contract, and date of bid letting for the BFSD Public Infrastructure 2nd St. NE Improvements Project is hereby approved as presented.

Passed this 20th day of January 2026,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Lyman				
Sillanpaa				
McKenzie				
Driscoll				

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CONSTRUCTION OF THE BFSD PUBLIC INFRASTRUCTURE 2ND STREET NE FOR THE CITY OF BONDURANT, IOWA

At 6:00 P.M. on the 2nd day of February 2026, the City Council of the City of Bondurant, Iowa will, in said Council Chambers at City Hall, 200 Second Street NE, Bondurant, Iowa, hold a hearing and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the BFSD Public Infrastructure 2nd Street NE project.

The description of the project is as follows:

BFSD PUBLIC INFRASTRUCTURE 2ND STREET NE

Construct BFSD Public Infrastructure 2nd Street NE including all labor, materials, and equipment necessary to construct approximately 1,700 lineal feet of 9-inch (43 foot B-B) PCC pavement, 800 lineal feet of sidewalk, 1,200 lineal feet of 15 to 30-inch storm sewer, 2,000 lineal feet of 12-inch PVC watermain, intakes, storm manholes, hydrants, valves, traffic signals, earthwork, surface restoration, traffic control, and miscellaneous associated work, including cleanup.

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

This notice is given by order of the Council of the City of Bondurant, Iowa.

Doug Elrod, Mayor

ATTEST:

Marketa Oliver, City Administrator

NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR THE BFSB PUBLIC INFRASTRUCTURE 2ND STREET NE FOR THE CITY OF BONDURANT, IOWA

Sealed proposals will be received by the City Clerk of the City of Bondurant, Iowa, at the City Hall, 200 Second Street NE, Bondurant, Iowa, before 10:00 A.M. on the 25th day of February 2026 for the construction of the BFSB Public Infrastructure 2nd Street NE project, as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced in said Council Chambers by the City Administrator and Project Engineers at the time and date specified above.

Proposals will be acted upon by the City Council of said City in the Council Chambers at 6:00 P.M. on the 2nd day of March, 2026, or at such later time and place as then may be fixed, to act upon proposals and enter into a contract for the construction of said improvements.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

BFSB PUBLIC INFRASTRUCTURE 2ND STREET NE

Construct BFSB Public Infrastructure 2nd Street NE including all labor, materials, and equipment necessary to construct approximately 1,700 lineal feet of 9-inch (43 foot B-B) PCC pavement, 800 lineal feet of sidewalk, 1,200 lineal feet of 15 to 30-inch storm sewer, 2,000 lineal feet of 12-inch PVC watermain, intakes, storm manholes, hydrants, valves, traffic signals, earthwork, surface restoration, traffic control, and miscellaneous associated work, including cleanup.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Bondurant, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for said receipt of bids. All proposals shall be made on official bidding blanks furnished by the City, and any alterations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied by bid security, as follows: a certified or cashier's check, drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal

NTB-1

428111-3

Notice to Bidders

to five percent (5%) of the bid, or a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa in a penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF BONDURANT, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents. Bidders will use the bid bond form included in the specifications.

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes; provided that the award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid and to accept the bid which it deems to be to the best interest of the City. The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of the receipt of bids.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and authorized to transact business in the State of Iowa and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work, and the maintenance of improvements in good repair for not less than four (4) years from the time of acceptance of the improvements by the City.

NTB-2

428111-3

Notice to Bidders

The work will commence within ten (10) calendar days as set out in written Notice to Proceed and shall be completed by May 30, 2027. Failure to complete the work under the specified schedule will result in liquidated damages of \$1,500.00 per consecutive calendar day until the project is complete, with due allowances for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment for said improvements will be made in cash from sale of general obligation bonds or notes, water revenue bonds or notes, or from such funds as are legally available for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-seven percent (97%) of the contract value of the work completed and material delivered to the site during the preceding calendar month less penalties. Payments made shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

A sales tax exemption certificate will be available for all material purchased for incorporation in the project.

Plans and specifications governing the construction of the proposed improvements, and the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from Veenstra & Kimm, Inc., 6775 Vista Drive, West Des Moines, Iowa 50266.

This notice is given by order of the Council of the City of Bondurant, Iowa.

Doug Elrod, Mayor

ATTEST:
Marketa Oliver, City Administrator

NTB-3

428111-3



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

Item No. 7.o.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution approving the professional services agreement with Veenstra & Kimm for the design of the Civic Campus and Truman Drive Area Street Lighting project in an amount not to exceed \$31,400

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This contract is for the design of new street lighting for the Civic Campus and new Truman Dr. corridors. Typically, we would provide a photometric plan for MidAmerican Energy, and they would install the street lighting, but due to their new regulations in regard to holiday decorations and flags, staff decided it would be in the city's best interest to move towards a new policy of city-owned and maintained street lighting on the major arterial streets throughout the city. This will give us the flexibility to be able to expand our holiday decoration and flags that will enhance the aesthetic of the community. Staff recommend approval of the Professional Services Agreement to Veenstra & Kim in a not to exceed amount of \$31,400 for the design of this project.

FUNDING SOURCE: RUT Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-23
2. Veenstra and Kimm Street Lighting Design Proposal

CITY OF BONDURANT
RESOLUTION NO. 260120-23

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT TO
VEENSTRA & KIMM FOR THE DESIGN OF CIVIC CAMPUS AND TRUMAN DRIVE
AREA STREET LIGHTING PROJECT NOT TO EXCEED \$31,400

WHEREAS on December 30th, 2025, the City of Bondurant received the professional services agreement for the Civic Campus and Truman Drive Street Lighting Project; AND

WHEREAS the City of Bondurant accepts the proposal of the work as follows:

Project Scope: It is understood and agreed that the Project shall consist of the design of the following improvements.

- a. Lighting cabinet selection and installation for both street corridors.
- b. Electrical system design to accommodate lighting and decorative seasonal lighting.
- c. Pole selection and spacing design with photometrics.
- d. Coordination and connection to existing power sources from Mid-American Energy.

It is understood and agreed this exact scope of the Project can be adjusted and modified by mutual agreement during the performance of the services to best manage and meet the goals and objectives of the project. These adjustments may or may not drive the need for adjustment to the fees associated with this agreement.

WHEREAS the City Council approves the contract for the Civic Campus and Truman Drive Area Street Lighting Project; AND

WHEREAS payments are to be made to Veenstra & Kimm in accordance with and subject to the provisions embodied in the documents made a part of the contract,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the professional service agreement with Veenstra & Kimm for the Civic Campus and Truman Drive Area Street Lighting 2 Project is hereby approved, pending review by legal counsel.

Passed this 20th day of January, 2026,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF BONDURANT, IOWA TRUMAN DRIVE AND CAMPUS DRIVE STREETLIGHTING

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, by and between the **CITY OF BONDURANT, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.** of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City anticipates utilizing City owned streetlighting on future major streets, and

WHEREAS, the City has determined that a common pole is best to be used on all major streets that incorporate banners, outlets, and other selected features, and

WHEREAS, the two parties have existing agreements for work on both corridors as mentioned above.

WHEREAS, the City anticipates the construction of the Project in 2026 to allow for lighting to be available at the end of construction.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the City retains the Engineers to provide professional engineering services for the Project subject to the following terms, conditions, and stipulations to wit:

- 1. PROJECT SCOPE.** It is understood and agreed the Project shall consist of the following:
 - a. Lighting cabinet selection and installation for both streets.
 - b. Electrical system design to accommodate lighting and decorative seasonal lighting.
 - c. Pole selection and spacing design with photometrics.
 - d. Connection to existing power sources from MidAmerican Energy.
- 2. DESIGN APPROACH.** The intent of the design is for the Engineers to prepare preliminary plans and specification requirements for the Project to determine number of poles and lighting fixtures, cabinet selection and location, electrical system requirements, and miscellaneous requirements. This effort will be followed by final construction document preparation for the Project.

It is further understood that spacing and photometrics for the Campus Drive project have been completed. This effort is needed for the Truman Drive projects. Pole selection, electrical design, cabinet selection, and location as well as power source identification and connections are needed for both Projects.

3. **DESIGN SERVICES.** The Engineers shall make use of existing design plans for both corridors, knowing that final construction will not be completed prior to the bid opening, which may cause for adjustments. These adjustments may require plan adjustments which are not included in the Project and will be considered extra services.
4. **DESIGN AND PROJECT CONFERENCES.** The Engineers shall attend such design conferences with the City as may be necessary to make decisions as to details of design of the Project.
5. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare detailed plans and specifications as are necessary for construction of the Project. The plans and specifications shall include the plan set and specifications consistent with both SUDAS and Iowa DOT standards.
6. **CONSTRUCTION PERMITS.** The Engineers shall be responsible for assisting the City in obtaining all necessary construction permits from the appropriate review agencies.
7. **COST ESTIMATE.** The Engineers shall prepare an estimated cost for the Project based upon the design developed. Anytime the Engineers anticipate that the actual Project cost will exceed the estimated Project cost, they shall immediately notify the City. The Engineers shall not be responsible to the City for any variation between the estimated Project cost and the actual cost of the construction contract based on competitive bids nor the cost of easements, permanent or temporary. The Engineers shall prepare preliminary estimates of cost at the completion of the predesign and shall periodically update the estimate of cost as the design progresses towards completion.
8. **PROGRESS REPORTS.** During the design phase the Engineers shall confer with the City periodically. A progress report may be submitted if requested. Such progress reports shall be in email form suitable for use by the City as an informational item.
9. **RIGHT-OF-WAY AND EASEMENTS.** The Engineers and the City do not anticipate the need for easements outside the right of way. If easements are needed, these services will be considered extra services.

10. **PLANS AND SPECIFICATIONS FOR BIDDERS.** The Engineers shall provide and distribute plans and specifications to bidders for the Project. In accordance with the provisions of the Code of Iowa the plans and specifications are to be provided and distributed to the bidders at no cost. In accordance with the provisions of the Code of Iowa the City shall reimburse the Engineers for the actual cost of plans and specifications and distribution thereof. The cost of paper plans and specifications to bidders for the Project shall be in addition to the fees set forth for enumerated services. No fee shall be charged for plans and specifications provided and distributed electronically.
11. **AWARD OF CONTRACT.** The Engineers shall have a representative present when bids are opened and shall prepare a tabulation of bids for the City and advise the City in making the award of contract. After the award of contract is made the Engineers shall assist in the preparation of necessary contract documents and transmit the contract documents to the contractor for execution and deliver the contract documents to the City.
12. **SERVICES DURING CONSTRUCTION.** Any services during construction (administration/general services, shop drawing reviews, responding to RFIs, observation, staking and or project close out) of the Project shall be provided by amendment to this Agreement or under separate Agreement.
13. **RESPONSIBILITY OF THE CITY.** Unless stated otherwise, the City shall furnish the following information: design and construction standards, zoning or deed restrictions, timely reviews and input on Project details, correspondence as relevant to the design of the Project, and permission for access to private property to perform work.
14. **COMPLETION.** The design services for the Project shall be completed to facilitate a late spring 2026 bid opening with construction to follow.
15. **COMPENSATION.** The City shall compensate the Engineers for services under this Agreement as follows:
 - a. The fee for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be based on the Engineers standard hourly fees with a maximum not to exceed fee of Thirty-One Thousand Four Hundred Dollars (\$31,400).
 - b. This compensation is based on one set of documents being prepared and distributed for bidding and one contract being approved for both street corridors.
 - c. Services beyond this scope or extra services as identified above shall be defined by an amendment to this contract with fees defined and agreeable to both parties.

16. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. Except as noted, the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000
Professional Liability**, ***	\$3,000,000/3,000,000

*Occurrence/Aggregate

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

***Claims made basis

17. **ERRORS OR DEFICIENCIES.** The Engineers shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Engineers are responsible for any errors or deficiencies. This provision shall not apply to changes in the Project or Project materials which may result from causes or information which the Engineers could not have reasonably ascertained during the Project design, such as hidden or latent defects or conditions in the existing plant.
18. **MODIFICATIONS TO AGREEMENT.** This Agreement may be modified upon written agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.
19. **LEGAL SERVICES.** The City shall provide the services of an attorney experienced in legal matters pertaining to this type of project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures related to them. The right of way north of the school site for Truman Drive NE has been defined by the Engineer and purchased by the City.
20. **COMPLETENESS OF CONTRACT.** This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

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

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

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

CITY OF BONDURANT, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By 

By 



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

Item No. 7.p.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution approving Change Order No. 2 for reduction of the contract with Gerard Tank & Steel in the amount \$59,000 for liquidated damages

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve Change Order #2 to reduce the contract with Gerard Tank & Steel by the amount of \$59,000 for liquidated damages for costs overruns incurred by the City on the water tower project due to missed completion dates. The original contract amount was \$4,438,273.10. This was amended by Change Order #1 in the amount of \$181,000 for the addition of an altitude valve and structure needed for tower control while we are still on the DMWW feed system. This makes the new total contract amount \$4,619,273.10. With the Change Order 2 reduction of \$59,000, that makes the adjusted contract total \$4,560,273.10.

All work and punch list items have been completed, and it would be staff's recommendation to move forward with the project close out and release of retainage on the next available council agenda.

FUNDING SOURCE: SRF Construction Funding and Grants

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-24
2. Change Order No. 2

CITY OF BONDURANT
RESOLUTION NO. 260120-24

RESOLUTION APPROVING CHANGE ORDER NO. 2 FOR THE BONDURANT
WATER TOWER PROJECT TO GERARD TANK & STEEL IN THE AMOUNT OF –
(\$59,000)

WHEREAS, the Bondurant Water Tower Project Change Order No. 2 was submitted on January 15th, 2026; AND

WHEREAS, the change order No. 2 is for a reduction for liquidated damages and costs incurred by the city due to missed completion dates; AND

WHEREAS, Engineers from Veenstra & Kimm and City Staff have reviewed the change order for accuracy; AND

WHEREAS the amount for Change Order No. 2 is a deduction of 59,000.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Change Order No. 2 to Gerard Tank & Steel for the Bondurant Water Tower Project deducting the amount of \$59,000 is hereby approved.

Passed this 20th day of January 2026,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				



VEENSTRA & KIMM INC.
6775 Vista Drive
West Des Moines, Iowa 50266
515.225.8000 // 800.241.8000
www.v-k.net

December 30, 2025

CHANGE ORDER NO. 2

**BONDURANT, IOWA
WATER TOWER**

This change order is to deduct from the construction contract for the Water Tower project liquidated damages in the amount of \$59,000. This is in accordance with the January 20, 2025 letter and subsequent email dated November 17, 2025.

Change Order No. 2 makes the following modifications to the contract:

1. Liquidated damages for overage due to addition engineering services for the lump sum of \$59,000. (\$59,000)

Change Order No. 2 decreases the contract by \$59,000.

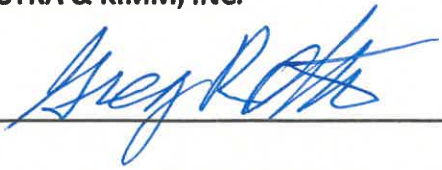
GERARD TANK & STEEL, INC.

By 

Title VP

Date 1/15/26

VEENSTRA & KIMM, INC.

By 

Title Project Engineer

Date 1/16/26

CITY OF BONDURANT, IOWA

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____



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

Item No. 7.q.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution approving the contract for construction manager at risk services for the City of Bondurant Water Treatment Facility by Story Construction

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the resolution to approve the contract with Story Construction for the Construction Manager at risk services to build and construct the City of Bondurant Water Treatment Facility Project.

Staff have been working with the contractor over the last several weeks on the form of contract for the project and City legal council is still reviewing the document. Staff would recommend approval pending legal counsel review. If there are any significant or substantive changes, the contract will be brought back to council again for discussion and approval.

FUNDING SOURCE: SRF Construction Funds supported by Water Utility Rates

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-25
2. Story Construction CMAr Agreement

CITY OF BONDURANT
RESOLUTION NO. 260120-25

RESOLUTION APPROVING CONTRACT FOR CONSTRUCTION MANAGER AT RISK
SERVICE FOR THE BONDURANT WATER TREATMENT FACILITY TO STORY
CONSTRUCTION

WHEREAS, on December 23rd, 2025, the City of Bondurant received the contract for construction manager at risk for the Water Treatment Facility Project; AND

WHEREAS, the City Council approves the contract for the Construction Manager at Risk for the Bondurant water treatment Facility Project; AND

WHEREAS, payments are to be made to Story Construction in accordance with and subject to the provisions embodied in the documents made a part of the contract,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the construction manager at risk contract with Story Construction for the Bondurant water Treatment Facility Project is hereby approved, pending review by legal counsel.

Passed this 20th day of Janaury 2026,

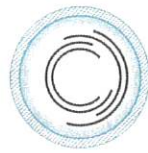
By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				



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ConsensusDocs® 230
STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND
CONSTRUCTOR (Cost of the Work Plus a Fee with GMP)

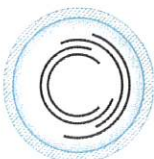


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CONTENT SECURE ID: 0F8E4E19-70C5

ConsensusDocs® 230
STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND
CONSTRUCTOR (Cost of the Work Plus a Fee with GMP)

TABLE OF ARTICLES

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ARTICLE 1 AGREEMENT

This Agreement is made this Fifteenth day of December in the year Twenty Twenty-Five,

by and between the

OWNER
CITY OF BONDURANT
200 Second Street, Northeast
P.O. Box 37
Bondurant, IA 50035

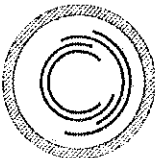
and the

CONSTRUCTOR
STORY CONSTRUCTION CO.
2810 Wakefield Circle
Ames, IA 50010

for construction and services in connection with the following

PROJECT
Bondurant Municipal Water Treatment Plant, Bondurant, IA.

Design Professional is Veenstra & Kimm Inc.



ARTICLE 2 GENERAL PROVISIONS

2.1 PARTIES' RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Neither Constructor nor any of its agents or employees shall act on behalf of or in the name of Owner.

2.2 ETHICS Each Party shall perform with integrity. Each shall (a) avoid conflicts of interest; and (b) promptly disclose to the other Party any conflicts that may arise. Each Party warrants it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including agents, officers, employees, Subcontractors, Subsubcontractors, Suppliers, or Others to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work, excluding, however, (a) design services delegated to Constructor in accordance with §3.16, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by Constructor, its Subcontractors and Subsubcontractors in connection with their construction operations.

2.3.1 Owner shall obtain from Design Professional either a license for Constructor and Subcontractors to use the design documents prepared for the Project by Design Professional or ownership of the copyrights for such design documents, and Owner shall indemnify and hold harmless Constructor against any suits or claims of infringement of any copyrights or licenses arising out of the use of such design documents.

2.4 DEFINITIONS

2.4.1 "Agreement" means this ConsensusDocs 230 Standard Agreement and General Conditions Between Owner and Constructor (Basis of Payment is Cost of the Work Plus a Fee with GMP), as modified by the Parties, and exhibits and attachments made part of this agreement upon its execution.

2.4.1.1 The following exhibits are part of this Agreement:

Exhibit A: Labor Rates.

Exhibit B: Equipment Rates.

2.4.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.4.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating a change in the scope of Work, GMP, or Contract Time, including substitutions proposed by Constructor and accepted by Owner.

2.4.4 "Constructor" is the person or entity identified in ARTICLE 1. References to General Contractor or Contractor in the Contract Documents may be a reference to Constructor.

2.4.5 "Constructor's Contingency" is the difference between the GMP and the estimated Cost of the Work plus the Constructor's Fee.

2.4.6 "Constructor's Fee" is the compensation paid to Constructor for salaries and other mandatory or customary compensation of Constructor's employees at its principal and branch offices except



employees listed in §8.1.2, general and administrative expenses of Constructor's principal and branch offices other than the field office, and Constructor's capital expenses, including interest on Constructor's capital employed for the Work, and profit.

2.4.7 "Contract Documents" consist of (a) this Agreement, (b) documents listed in §15.1 as existing contract documents, (c) drawing, specifications, addenda issued and acknowledged before execution of this Agreement, (d) information furnished by Owner pursuant to §3.14.4, and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

2.4.8 "Contract Price" is the amount indicated in ARTICLE 8 and represents full compensation for performance by Constructor of the Work in conformance with the Contract Documents.

2.4.9 "Contract Time" is the period between the Date of Commencement and Final Completion.

2.4.10 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.

2.4.11 "Date of Commencement" is as set forth in §6.1.

2.4.12 "Day" means a calendar day.

2.4.13 "Defective Work" is any portion of the Work that does not conform to the requirements of the Contract Documents.

2.4.14 "Design Professional" means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.4.15 "Final Completion" occurs on the date when Constructor's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Parties.

2.4.16 "Hazardous Material" is any substance of material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

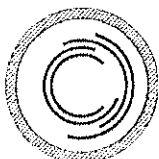
2.4.17 "Interim Directive" is a written order containing Work instructions directed by Owner pursuant to §9.2 and that is signed by Owner after execution of this Agreement and before Substantial Completion.

2.4.18 "Law" means federal, state, or local law, ordinance, code, rule, and regulation applicable to the Work with which Constructor must comply that are enacted as of the Agreement date.

2.4.19 "Others" means Owner's other (a) contractors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.4.20 "Overhead" means (a) payroll costs, burden, and other compensation of Constructor's employees in Constructor's principal and branch offices; (b) general and administrative expenses of Constructor's principal and branch offices including charges against Constructor for delinquent payments, and (c) Constructor's capital expenses, including interest on capital used for the Work.

2.4.21 "Owner" is the person or entity identified in ARTICLE 1.



2.4.22 "Parties" are collectively Owner and Constructor.

2.4.23 "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Constructor is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.4.24 "Schedule of the Work" is the document prepared by Constructor that specifies the dates on which Constructor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.

2.4.25 "Subcontractor" is a person or entity retained by Constructor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. Subcontractor does not include Design Professional or Others.

2.4.26 "Substantial Completion of the Work," or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Constructor's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.4.27 "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor, another subsubcontractor, or Supplier to perform any portion of the Work or to supply material or equipment.

2.4.28 "Supplier" is a person or entity retained by Constructor to provide material or equipment for the Work.

2.4.29 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.30 "Work" means the construction and services necessary or incidental to fulfill Constructor's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.4.31 "Worksite" means the area of the Project location identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 CONSTRUCTOR'S RESPONSIBILITIES

Constructor shall use its diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. Such Work includes furnishing construction administration and management services.



3.1 GENERAL RESPONSIBILITIES

3.1.1 Constructor shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents and shall include any Work reasonably inferable from the Contract Documents.

3.1.2 Constructor represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, Constructor shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, Constructor is not liable to Owner for damages resulting from compliance with such instructions unless (a) Constructor recognized and (b) failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.

3.1.4 Constructor shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

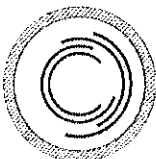
3.2 COOPERATION WITH WORK OF OWNER AND OTHERS

3.2.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.2.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Constructor and to assist with the coordination of activities and the review of construction schedules and operations. In accordance with §6.3, Contract Price and Contract Time may be equitably adjusted for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

3.2.3 With regard to the work of Owner and Others, Constructor shall: (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner and Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Constructor's Work with theirs.

3.2.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Constructor shall give Owner prompt written notification of any defects Constructor discovers in their work which will prevent the proper execution of the Work. Constructor's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If Constructor does not notify Owner of defects interfering with the performance of the Work, Constructor acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Constructor of defects, Owner shall promptly issue an Interim Directive informing Constructor what action, if any, Constructor shall take with regard to the defects.



3.3 CONTRACT DOCUMENT REVIEW

3.3.1 Before commencing the Work, Constructor shall examine and compare the drawings and specifications with information furnished in the Contract Documents, relevant field measurements made by Constructor, and any visible conditions at the Worksite affecting the Work.

3.3.2 Should Constructor discover any errors, omissions, or inconsistencies in the Contract Documents, Constructor shall promptly report them to Owner. It is recognized, however, that Constructor is not acting in the capacity of a licensed design professional, and that Constructor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, or inconsistencies or to ascertain compliance with a Law, building code, or regulation. Following receipt of written notice from Constructor of errors, omissions, or inconsistencies, Owner shall promptly inform Constructor what action, if any, Constructor shall take with regard to the errors, omissions, or inconsistencies.

3.3.3 In accordance with this Agreement, Constructor may be entitled to adjustments of the Contract Price or Contract Time because of clarifications or instructions arising out of Constructor's reports described in this §3.3.

3.3.4 Nothing in §3.3 shall relieve Constructor of responsibility for its own errors, inconsistencies, or omissions.

3.4 CONSTRUCTION PERSONNEL AND SUPERVISION

3.4.1 Constructor shall provide competent supervision for the performance of the Work. Before commencing the Work, Constructor shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager so Owner may review their qualifications. If, for reasonable cause, Owner refuses to approve an individual, or withdraws its approval after once giving it, Constructor shall name a different superintendent or project manager for Owner's review. Any disapproved superintendent shall not perform in that capacity thereafter at the Worksite.

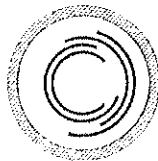
3.4.2 Constructor shall be responsible to Owner for acts or omissions of a person or entity performing on behalf of Constructor or any of its Subcontractors and Suppliers.

3.4.3 Constructor shall permit only qualified persons to perform the Work. Constructor shall enforce safety procedures, strict discipline, and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned Work, Constructor shall immediately reassign the person upon receipt of Owner's Interim Directive to do so.

3.4.4 **CONSTRUCTOR'S REPRESENTATIVE** Constructor's authorized representative is Chad Hutson. Constructor's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If Constructor changes its representative or the representative's authority, Constructor shall immediately notify Owner in writing.

3.5 GUARANTEED MAXIMUM PRICE (GMP)

3.5.1 The GMP is the maximum amount Owner shall pay to Constructor for the performance of the Work and shall include the estimated Cost of the Work as defined in ARTICLE 8 and Constructor's Fee as defined in ARTICLE 7. The GMP shall be subject to modification as provided in ARTICLE 9. Constructor does not guarantee any specific line item provided as part of the GMP, but agrees that



it will be responsible for paying all costs of completing the Work that exceed the GMP, as adjusted in accordance with this Agreement. Owner and Constructor agree that the GMP

_____ is identified in an amendment attached hereto or

X shall be determined in accordance with §3.5.2 below.

3.5.2 BASIS OF GUARANTEED MAXIMUM PRICE If the GMP has not been established prior to execution of this Agreement as identified in §3.5.1 above, Constructor shall prepare for Owner a GMP Proposal. Constructor shall include as part of the GMP Proposal a written statement of its basis, which, to the extent deemed necessary by Owner or Constructor, shall include:

3.5.2.1 list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.5.2.2 list of allowances and a statement of their basis;

3.5.2.3 list of the assumptions and clarifications made by Constructor in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.5.2.4 Date of Substantial Completion and Date of Final Completion upon which the GMP is based, and the Schedule of Work upon which Date of Substantial Completion and Date of Final Completion are based;

3.5.2.5 schedule of applicable alternate prices;

3.5.2.6 schedule of applicable unit prices;

3.5.2.7 statement of Additional Services included, if any;

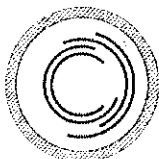
3.5.2.8 statement of Constructor's Contingency, if any, as either a lump sum or as a percentage of the initial estimated Cost of the Work;

3.5.2.9 statement of any work to be self-performed by Constructor; and

3.5.2.10 statement identifying all patented or copyrighted materials, methods, or systems selected by Constructor and incorporated in the Work that are likely to require the payment of royalties or license fees.

3.5.3 Constructor shall meet with Owner and Design Professional to review the GMP Proposal. If Owner or Design Professional discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify Constructor, who shall make appropriate adjustments to the GMP. Owner shall then give prompt written approval of the GMP Proposal at which time it becomes an amendment to this Agreement.

3.5.4 Owner shall cause Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to Constructor in accordance with the current Schedule of the Work, unless otherwise agreed by Owner and Constructor. Constructor shall promptly notify Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.



3.5.5 If the Contract Documents are not complete at the time the GMP Proposal is submitted to Owner, Constructor shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

3.5.6 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Constructor's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.5.7 FAILURE TO ACCEPT THE GMP PROPOSAL Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies Constructor, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

3.5.7.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by Constructor, the GMP Proposal shall be deemed accepted in accordance with §3.5.3 at which time it becomes an amendment to this Agreement. If such modifications are not accepted, Constructor may either offer a new GMP Proposal, or terminate the Agreement with the Parties to bear their own costs except as otherwise provided in §12.4.2, or

3.5.7.2 terminate the Agreement for convenience in accordance with §12.4.

3.5.8 If Owner does not either (a) accept the GMP Proposal in writing, (b) suggest modifications in accordance with §3.5.7.1, or (c) terminate the Agreement for convenience as contemplated by §3.5.7.2 on or before the date specified in the GMP Proposal for such acceptance, Constructor may terminate the Agreement with the Parties to bear their own costs except as otherwise provided in §12.4.2.

3.5.9 PRE-GMP WORK Prior to Owner's acceptance of the GMP Proposal, Constructor shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as Owner may specifically authorize in writing.

3.6 WORKMANSHIP The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as may be otherwise provided in the Contract Documents.

3.7 MATERIALS FURNISHED BY OWNER OR OTHERS If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Constructor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Constructor shall be the responsibility of Constructor and may be deducted from any amounts due or to become due Constructor. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Constructor of defects, Owner shall promptly inform Constructor what action, if any, Constructor shall take with regard to the defects.



3.8 TESTS AND INSPECTIONS

3.8.1 Constructor shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Constructor shall give proper notice to all required parties of such tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.8.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents, which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Constructor and promptly delivered to Owner.

3.8.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Constructor shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.8.3 If the procedures described in §3.8.1—§3.8.2 indicate that portions of the Work fail to comply with the Contract Documents, Constructor shall be responsible for the costs of correction and retesting, and are reimbursable as Cost of the Work.

3.9 WARRANTY

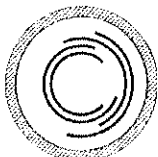
3.9.1 Constructor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request, Constructor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Constructor further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Constructor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse. Constructor's warranty shall commence on the Date of Substantial Completion of the Work or of a designated portion.

3.9.2 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner; they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, **ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**

3.9.3 Constructor shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Constructor's liability for such warranties shall be limited to the one-year correction period as provided in the section below. After that period, Constructor shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

3.10 CORRECTION OF WORK WITHIN ONE YEAR

3.10.1 Before Substantial Completion and within one year after the date of Substantial Completion of the Work, if any Defective Work is found, Owner shall promptly notify Constructor in writing.



Unless Owner provides written acceptance of the condition, Constructor shall promptly correct the Defective Work as a reimbursable as Cost of the Work along with additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Constructor or give Constructor an opportunity to test or correct Defective Work as reasonably requested by Constructor, Owner waives Constructor's obligation to correct that Defective Work, as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.10.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective work performed by Constructor.

3.10.3 If Constructor fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Constructor. If payments then or thereafter due Constructor are not sufficient to cover such amounts, Constructor shall pay the difference to Owner.

3.10.4 Constructor's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Constructor and allow Constructor an opportunity to correct the Work if Constructor elects to do so. If Constructor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Constructor does not elect to correct the Work, Owner may have the Work corrected by itself or others, and, if Owner intends to seek recovery of those costs from Constructor, Owner shall promptly provide Constructor with an accounting of the actual correction costs.

3.10.5 If Constructor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Constructor shall be responsible for the cost of correcting such damage and is reimbursable as Cost of the Work.

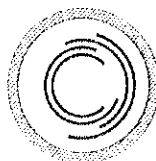
3.10.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Constructor's other obligations under the Contract Documents.

3.10.7 Before final payment, at Owner's option and with Constructor's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such case, the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.11 CORRECTION OF COVERED WORK

3.11.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered shall be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement.

3.11.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Owner's observation and recover the Work all at Constructor's expense and with Contract Time adjustment.



3.12 SAFETY

3.12.1 SAFETY PROGRAMS Constructor holds overall responsibility for safety. However, such obligation does not relieve Subcontractors of their safety responsibilities nor to comply with the Law. Constructor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored onsite or offsite for use in the Work; and (c) property located at the Worksite and adjacent to work areas.

3.12.2 CONSTRUCTOR'S SAFETY REPRESENTATIVE Constructor shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Constructor in writing to Owner, Constructor's project superintendent shall serve as its safety representative. Constructor shall report promptly in writing to Owner all recordable accidents and injuries occurring at the Worksite. When Constructor is required to file an accident report with a public authority, Constructor shall furnish a copy of the report to Owner.

3.12.3 Constructor shall provide Owner with copies of all notices required of Constructor by Law. Constructor's safety program shall comply with the requirements of authorities having jurisdiction.

3.12.4 Damage or loss not insured under property insurance which may arise from the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, or anyone for whose acts Constructor may be liable, shall be promptly remedied by Constructor.

3.12.5 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Constructor's safety program, may require by Interim Directive, Constructor to stop performance of the Work, take corrective measures satisfactory to Owner, or both. If Constructor does not adopt corrective measures, Owner may perform them and reduce the amount of the GMP by the cost of the corrective measures. Constructor agrees to make no claim for damages, for an increase in the GMP or for a change in the Contract Time based on Constructor's compliance with Owner's reasonable request.

3.13 EMERGENCIES

3.13.1 In an emergency affecting the safety of persons or property, Constructor shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the GMP, estimated Cost of the Work, Constructor's Fee, or Contract Time resulting from the actions of Constructor in an emergency situation shall be determined as provided for in ARTICLE 9.

3.14 HAZARDOUS MATERIALS

3.14.1 Constructor shall not be obligated to commence Work until any Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

3.14.2 If after commencing Work, Hazardous Material is discovered at the Worksite, Constructor shall be entitled to immediately stop Work in the affected area. Constructor shall report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.

3.14.3 Constructor shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous



Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.14.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.

3.14.5 If Constructor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Constructor shall be entitled to an equitable adjustment in GMP or Contract Time in accordance with this Agreement.

3.14.6 To the extent permitted by §6.6 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Constructor, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Constructor, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.14.7 MATERIALS BROUGHT TO THE WORKSITE

3.14.7.1 Safety Data Sheets (SDS) as required by Law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Constructor, Subcontractors, Owner, or Others, shall be maintained at the Worksite by Constructor and made available to Owner, Subcontractors, and Others.

3.14.7.2 Constructor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Constructor and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Constructor if such materials or substances are required by the Contract Documents.

3.14.7.3 To the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, its agents, officers, directors, and employees, Constructor shall defend, indemnify, and hold harmless Owner, its agents, officers, directors, and employees from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Constructor]

3.14.8 §3.14 in its entirety shall survive the completion of the Work or Agreement termination.

3.15 SUBMITTALS

3.15.1 Constructor shall submit to Owner and, if directed, to its Design Professional for review and Owner's approval all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Submittals shall be submitted in electronic form if required by §0. Constructor shall be responsible to Owner for the accuracy and conformity of its submittals to the Contract



Documents. Constructor shall prepare and deliver its submittals to Owner in such time and sequence so as not to delay the performance of the Work or the work of the Owner and Others. When Constructor delivers its submittals to Owner, Constructor shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Constructor submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Constructor's Fee, GMP, or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Constructor. If the Contract Documents do not contain submittal requirements pertaining to the Work, Constructor agrees upon request to submit in a timely fashion to Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Owner.

3.15.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.15.3 Constructor shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform Changed Work, unless the procedures of ARTICLE 9 are followed. Approval does not relieve Constructor from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.15.4 Record copies of the following, incorporating field changes and selections made during construction, shall be accessible at the Worksite and available to Owner upon request: drawings, specifications, addenda, Change Orders, and other modifications, and required submittals including product data, samples, and shop drawings.

3.15.5 Constructor shall prepare and submit to Owner:

☒ Final marked-up as-built drawings;

☐ Updated electronic data, in accordance with §0; or

☐ Other documentation required by the Contract Documents that specifies how various elements of the Work were actually constructed or installed.

3.16 DESIGN DELEGATION If the Contract Documents specify that Constructor is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall specify all required performance and design criteria. Constructor shall not be responsible for the adequacy of such performance and design criteria.

As required by the Law, Constructor shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Constructor's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by Constructor's design professional.

3.17 WORKSITE CONDITIONS

3.17.1 WORKSITE VISIT Constructor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.



3.17.2 CONCEALED OR UNKNOWN WORKSITE CONDITIONS If a condition encountered at the Worksite is (a) subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Constructor shall stop affected Work after the concealed or unknown condition is first observed and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Constructor is to proceed. Constructor shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the Constructor's Fee, GMP, or Contract Time as a result of the condition, including any dispute about its existence or nature, shall be determined as provided in ARTICLE 9.

3.18 PERMITS AND TAXES

3.18.1 Constructor shall give public authorities all notices required by Law and, except for permits and fees that are the responsibility of Owner, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Constructor shall provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.18.2 Constructor shall pay applicable taxes for the Work provided by Constructor.

3.18.3 If, in accordance with Owner's direction, Constructor claims an exemption for taxes, Owner shall indemnify and hold Constructor harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Constructor as a result of any such claim.

3.19 CUTTING, FITTING, AND PATCHING

3.19.1 Constructor shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

3.19.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

3.20 CLEAN UP

3.20.1 Constructor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Constructor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Constructor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Constructor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.20.2 If Constructor fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and shall deduct the reasonable costs from any amounts due or to become due to Constructor in the next payment period.

3.21 CONSTRUCTOR'S CONTINGENCY Constructor's Contingency is for Constructor's exclusive use to cover costs and expenses incurred by Constructor in its performance of the Work. Constructor's



Contingency is not intended to be used for changes in scope or for any item that would be the basis for an increase in the GMP. Constructor shall provide Owner with a contemporaneous accounting of charges against Constructor's Contingency, if applicable, with each application for payment.

3.22 CONSTRUCTION SERVICES AND ADMINISTRATION

3.22.1 COST REPORTING Constructor shall maintain in conformance with generally accepted accounting principles a complete and current set of records that are prepared or used by Constructor to calculate the Cost of Work. Owner shall be afforded access to Constructor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to requested payment for Cost of the Work. Constructor shall preserve all such records for a period of three (3) years after the final payment or longer where required by Law.

3.22.2 Constructor agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee them, except to the extent of the GMP.

3.22.3 CONSTRUCTION PERSONNEL AND SUPERVISION

3.22.3.1 Constructor shall provide competent supervision for the performance of the Work. Before commencing the Work, Constructor shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after once giving it, Constructor shall name a different superintendent or project manager for Owner's review. Any disapproved superintendent shall not perform in that capacity thereafter at the Worksite.

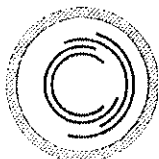
3.22.3.2 Constructor shall be responsible to Owner for acts or omissions of persons or entities supplying materials or equipment or performing portions of the Work for or on behalf of Constructor.

3.22.3.3 Constructor shall permit only qualified persons to perform the Work. Constructor shall enforce safety procedures, strict discipline, and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, Constructor shall immediately reassign the person upon receipt of Owner's written notice to do so.

3.22.4 COOPERATION WITH WORK OF OWNER AND OTHERS

3.22.4.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, clean up, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.22.4.2 If Owner elects to perform work at the Worksite directly or by Others, Constructor and Owner shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Constructor and assist with the coordination of activities and the review of construction schedules and operations. The GMP and Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the Schedule of



the Work shall be revised accordingly. Constructor, Owner, and Others shall adhere to the revised construction schedule.

3.22.4.3 With regard to the work of Owner and Others, Constructor shall (a) proceed with the Work in a manner which does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) cooperate with Owner's efforts to coordinate Constructor's Work with theirs.

3.22.4.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Constructor shall give Owner prompt written notification of any defects Constructor discovers in their work which will prevent the proper execution of the Work. Constructor's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If Constructor does not notify Owner of patent defects interfering with the performance of the Work, Constructor acknowledges that the work of Owner or Others is not patently defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Constructor of defects, Owner shall promptly inform Constructor what action, if any, Constructor shall take with regard to the defects.

3.22.5 MATERIALS, FIXTURES, OR EQUIPMENT FURNISHED BY OWNER OR OTHERS If the Work includes installation of materials, fixtures, or equipment furnished by Owner or Others and incorporated into the Work, it shall be the responsibility of Constructor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Constructor shall be the responsibility of Constructor and may be deducted from any amounts due or to become due Constructor. Any defects discovered in such materials, fixtures, or equipment shall be reported at once to Owner. Following receipt of written notice from Constructor of defects, Owner shall promptly inform Constructor what action, if any, Constructor shall take with regard to the defects.

3.23 ACCESS TO WORK Constructor shall facilitate the access of Owner, Design Professional, and Others to Work in progress.

3.24 COMPLIANCE WITH THE LAW Constructor shall comply with the Law at its own cost. Constructor shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Constructor, its employees, subcontractors, suppliers, and agents for failure to comply with Law, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.24.1 Constructor's Fee, GMP, or Contract Time shall be equitably adjusted by Change Order for additional costs or time needed resulting from any change in Law, including increased taxes enacted after the date of this Agreement.

3.25 CONFIDENTIALITY Constructor shall treat as confidential and not disclose to third-persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Constructor or which Constructor may acquire in performing the Work. To the extent necessary to perform the Work, Constructor's confidentiality obligations do not apply to disclosures to Subcontractors, Subsubcontractors, and Suppliers. Owner shall Treat as Confidential information all of Constructor's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential



items to as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencing the Work and thereafter, at the written request of Constructor, Owner shall provide Constructor with evidence of Project financing. Evidence of such financing shall be a condition precedent to Constructor's commencing or continuing the Work. Constructor shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required in the Contract Documents to obtain, then Owner shall provide the following:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law;

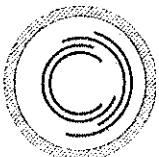
4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by Constructor which are required for Constructor's performance of the Work and under Owner's control.

4.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of Constructor, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.5 MECHANIC'S AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Constructor's written request, Owner shall provide Constructor with the information necessary to give notice of or enforce mechanic's lien rights and, where applicable, stop notices. This information shall include Owner's real property interests in the Worksite and the record legal title.

4.6 ELECTRONIC DOCUMENTS If Owner requires that Owner, Design Professional, and Constructor exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Constructor shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addenda, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, each Party shall bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.



4.7 OWNER'S REPRESENTATIVE Owner's Representative is Marketa Oliver. Owner's Representative shall be fully acquainted with the Project, and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or its Representative's authority, Owner shall immediately notify Constructor in writing.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of Constructor, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between Constructor and Others with regard to respective responsibilities for clean up at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Constructor, Owner shall either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue an Interim Directive or Change Order to Remedy the damage or loss. If Constructor incurs costs or is delayed due to such loss or damage, Constructor may seek an equitable adjustment in GMP or Contract Time under this Agreement.

ARTICLE 5 SUBCONTRACTS

5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.1.1 Constructor shall follow Iowa Code Chapter 26A.

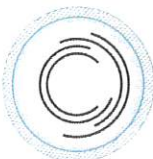
5.2 BINDING OF SUBCONTRACTORS AND SUPPLIERS Constructor agrees to bind every Subcontractor and Supplier (and require each Subcontractor to so bind its Subsubcontractors and significant suppliers) to the Contract Document's applicable provisions to that portion of the Work.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.3.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by Constructor to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to §12.3 or §12.4; and (b) Owner accepts such assignment after termination by notifying Constructor and Subcontractor or Constructor and Supplier in writing, and assumes all rights and obligations of Constructor pursuant to each subcontract or supply agreement.

5.3.2 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME



6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below:

6.1.1 SUBSTANTIAL/FINAL COMPLETION Substantial Completion of the Work shall be established by Change Order. Unless otherwise specified in the Certificate of Substantial Completion, Constructor shall achieve Final Completion within Thirty (30) Days after the date of Substantial Completion. The deadlines for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence with regard to the obligations of the Contract Documents.

6.1.3 Unless instructed by Owner in writing, Constructor shall not knowingly commence the Work before the effective date of Constructor's required insurance.

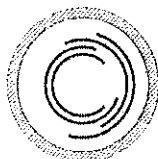
6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting its first application for payment, Constructor shall submit to Owner, and if directed, to Design Professional, a Schedule of the Work showing the dates on which Constructor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. Except as otherwise directed by Owner, Constructor shall comply with the approved Schedule of the Work. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. Constructor shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the Schedule of the Work. Owner may require Constructor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If Constructor consequently incurs costs or is delayed, or both, Constructor may seek an equitable adjustment in Constructor's Fee, GMP Price, or Contract Time under ARTICLE 9.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Constructor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Constructor, Constructor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of Constructor include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Constructor; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Constructor shall submit any requests for equitable extensions of Contract Time in accordance with ARTICLE 9.



6.3.2 In addition, if Constructor incurs additional costs as a result of a delay that is caused by items (a) through (m) immediately above, Constructor may be entitled to an equitable adjustment in Constructor's Fee or GMP pursuant to ARTICLE 9 and subject to §6.6.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, Constructor shall provide prompt written notice to Owner of the cause of such delays after Constructor first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If Constructor requests an equitable extension of the Contract Time or an equitable adjustment in the GMP as a result of a delay described §6.3, Constructor shall give Owner written notice of the claim in accordance with §9.4. If Constructor causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §6.6. Owner shall process any such claim against Constructor in accordance with ARTICLE 9.

6.5 LIQUIDATED DAMAGES

6.5.1 SUBSTANTIAL COMPLETION Liquidated damages based on Substantial Completion date ☐shall/ ☒shall not apply.

6.5.2 FINAL COMPLETION Liquidated damages based on the Final Completion date ☐shall/ ☒shall not apply.

6.6 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.5 and excluding losses covered by insurance required by the Contract Documents, Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages, including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Constructor agrees to waive damages, including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following are excluded from this mutual waiver: None.

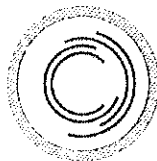
6.6.1 Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 COMPENSATION

7.1 Owner shall compensate Constructor for Work performed on the following basis:

7.1.1 Cost of the Work as allowed in ARTICLE 8; and

7.1.2 Constructor's Fee paid in proportion to Work performed subject to adjustment as provided in §7.4.



7.1.3 If at Final Completion, Cost of the Work plus Constructor's Fee is less than the GMP, the difference shall be shared as follows: The savings, if any, shall accrue One Hundred percent (100%) to Owner and Zero percent (0%) to Constructor. The shared savings shall be calculated and paid as part of final payment. Constructor shall not be entitled to any portion of the shared savings if either Party terminates this Agreement except for a termination for convenience pursuant to section §12.4, Constructor's termination pursuant to §12.5, or, in the case of a termination for default under §12.3, if §12.3.4 applies.

7.2 Payment for Work performed shall be as set forth in ARTICLE 10.

7.3 CONSTRUCTOR'S FEE Constructor's Fee shall be as follows, subject to adjustment as provided in §7.4:

3.95 % of the Cost of the Work, plus;

\$75,000.00, a lump sum amount for preconstruction services.

7.4 ADJUSTMENT IN CONSTRUCTOR'S FEE Adjustment in Constructor's Fee shall be made as follows:

7.4.1 if Constructor performs changed work pursuant to ARTICLE 9 and if Constructor's Fee is a lump sum amount, §9.1.2 shall apply.

7.4.2 if Constructor performs changed work pursuant to ARTICLE 9 and if Constructor's Fee is a percentage of the Cost of the Work, Constructor's Fees shall be calculated as a percentage of the total Cost of the Work, including changed work pursuant to ARTICLE 9.

7.4.3 if Constructor is placed in charge of managing the replacement of an insured or uninsured loss, Constructor shall be paid an additional fee in the same proportion that Constructor's Fee bears to the estimated cost of the work for the replacement.

ARTICLE 8 COST OF THE WORK

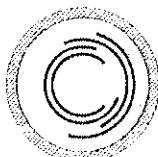
8.1 Owner agrees to pay Constructor for Cost of the Work as defined in this article. This payment shall be in addition to Constructor's Fee in §7.3. The Cost of the Work includes:

8.1.1 Labor wages directly employed by Constructor in the performing the Work.

8.1.2 Salaries of Constructor's employees when stationed at the field office to the extent necessary to complete the applicable Work, employees engaged on the road expediting the production or transportation of material and equipment, and supervisory employees from the principal or branch office as mutually agreed by the Parties in writing; Sr Project Manager, Project Manager, Assistant Project Manager, Project Engineer, and Project Assistant

8.1.3 Cost of all employee benefits and taxes including but not limited to Workers' Compensation, unemployment compensation, Social Security, health, welfare, retirement, and other fringe benefits as required by Laws, labor agreements, or paid under Constructor's standard personnel policy, insofar as such costs are paid to employees of Constructor who are included in the Cost of the Work above;

8.1.4 Reasonable transportation, travel, hotel, and moving expenses of Constructor's personnel incurred in connection with Work;



- 8.1.5 Cost of software utilized for the project at a rate of 0.8%.
- 8.1.6 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage and handling;
- 8.1.7 Payments properly made by Constructor to Subcontractors for performed Work;
- 8.1.8 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed, that remain the property of Constructor;
- 8.1.9 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Design-Builder or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Constructor or its affiliates, subsidiaries, or related parties shall be computed based on the Equipment Rental Rate Scheduled included as Exhibit B.
- 8.1.10 Cost for the premiums for all insurance and surety bonds, which Constructor is required to procure, pay or deems necessary, and approved by Owner, including any additional premium incurred as a result of any increase in the Cost of the Work;
- 8.1.11 Sales, use, gross receipts or other taxes, tariffs, or duties related to Work for which Constructor is liable;
- 8.1.12 Permits, fees, licenses, tests, and royalties;
- 8.1.13 Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work before expiration of the one-year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from Constructor's negligence;
- 8.1.14 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office;
- 8.1.15 Water, power, and fuel costs necessary for the Work;
- 8.1.16 Cost of removal of all nonhazardous substances, debris, and waste materials;
- 8.1.17 Costs incurred due to an emergency affecting the safety of persons or property;
- 8.1.18 Legal, mediation, and arbitration fees and costs, other than those arising from disputes between the Parties, reasonably and properly needed in Constructor's performance of Work; and
- 8.1.19 The computation of cost for cost items described in Paragraph 8.1.1, 8.1.2, and 8.1.3 shall be computed by multiplying the hours worked by the appropriate labor rate as contained in Exhibit A
- 8.1.20 Costs directly incurred in performing the Work, or in connection with the Project, and not included in Constructor's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.



8.1.20.1 Insurance per paragraph 11.2.1.1, 11.2.1.2, and 11.2.1.3 will be calculated at 1.3% of the Cost of Work.

8.1.21 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Constructor, all cash discounts shall accrue to Constructor. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to Cost of the Work.

8.1.22 FINANCIAL RECORDS Constructor shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management with respect to the Project. Owner shall be afforded access to all of Constructor's records, books, correspondence, instructions, drawing, receipts, vouchers, memoranda, and similar data relating to this Agreement. Constructor shall preserve all such records for a period of three years after the final payment or longer where required by Law. Constructor agrees to use reasonable skill and judgment in the preparation of cost estimates, but does not warrant or guarantee them.

8.2 The Constructor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Constructor's Fee as set forth in Section 7.3, shall be established by Change Order.

ARTICLE 9 CHANGES

Changes in the Work which are within the general scope of this Agreement may be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

9.1 CHANGE ORDER

9.1.1 Constructor may request or Owner may order changes in Work or the timing or sequencing of Work that impact the GMP, Constructor's Fee, or Contract Time. All such changes in Work that affect GMP, Constructor's Fee, or Contract Time shall be formalized in a Change Order, and processed in accordance with this article.

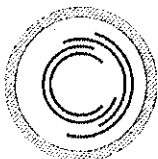
9.1.2 Each adjustment in GMP resulting from a Change Order shall clearly separate the amount attributable to Cost of the Work and Constructor's Fee, with Constructor's Fee not to exceed 3.95% of Cost of the Work.

9.1.3 For changes in the Work, the Parties shall negotiate an appropriate adjustment to GMP, Constructor's Fee, or the Contract Time in good faith and conclude negotiations as expeditiously as possible. Acceptance of Change Orders and any adjustment in GMP, Constructor's Fee, or Contract Time shall not be unreasonably withheld.

9.1.4 NO OBLIGATION TO PERFORM Constructor shall not be obligated to perform changes in Work without a Change Order or Interim Directive.

9.2 INTERIM DIRECTIVES

9.2.1 Owner may issue an Interim Directive directing a change in Work before agreeing on an adjustment to the GMP, Constructor's Fee, or Contract Time, directing Constructor to perform Work that Owner believes is not a change. If the Parties disagree that the interim Director work is within



the scope of the Work, Constructor shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of an Interim Directive. As the directed Work is performed, Constructor shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay Constructor fifty percent (50%) of its actual (incurred or committed) cost to perform such Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 12. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Constructor's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustment in GMP, Constructor's Fee, or Contract Time, for a change in Work directed by an Interim Directive, such agreement shall be the subject of a Change Order. The Change Order shall include all outstanding Interim Directives on which the Parties have reached agreement on GMP, Constructor's Fee, or Contract Time issued since the last Change Order.

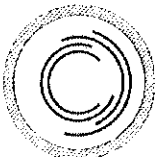
9.3 DETERMINATION OF COST

9.3.1 An increase or decrease in GMP resulting from a change in the Work shall be determined pursuant to §9.1.3 and Constructor's Fee shall be determined pursuant to §7.4; or

9.3.2 If an increase or decrease in GMP or Contract Time cannot be agreed to as set forth in the subsection above, and Owner issues an Interim Directive, the change in GMP shall be determined by the reasonable actual expense incurred and savings realized in the performance of the Work resulting from the change. If there is a net increase in GMP, Constructor's Fee shall be adjusted as set forth in §7.4. In case of a net decrease in GMP, Constructor's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. Constructor shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.4 CLAIMS FOR ADDITIONAL COST OR TIME For any claim for an increase in GMP, Constructor's Fee, Date of Substantial Completion, or Date of Final Completion, Constructor shall give Owner written notice of the claim within twenty-one (21) Days after the occurrence giving rise to the claim or within twenty-one (21) Days after Constructor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for estimated costs incurred in connection with possible changes requested by Owner, but which do not proceed, shall be made within twenty-one (21) Days after the decision is made not to proceed. Thereafter, Constructor shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. Owner shall respond in writing denying or approving Constructor's claim no later than fourteen (14) Days after receipt of Constructor's documentation of claim. Owner's failure to so respond shall be deemed a denial of Constructor's claim. Any change in GMP, Constructor's Fee, Date of Substantial Completion, or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 INCIDENTAL CHANGES Owner may direct Constructor to perform incidental changes in the Work upon concurrence with Constructor that such changes do not involve adjustments in the Cost of the Work



or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing an Interim Directive.

ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Constructor shall prepare and submit to Owner a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the Contract Price.

10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS Constructor shall submit to Owner and, if directed, Design Professional a monthly application for payment no later than the 5th day of the calendar month for the preceding calendar month. Constructor's applications for payment shall consist of the Cost of the Work performed up to the last day of the month, along with a proportionate share of Constructor's Fee. Constructor shall include an estimate of the additional costs necessary to complete the Work. Applications for payment may include materials and equipment not yet incorporated into the Work, but delivered to and suitably stored onsite or offsite, including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for such stored materials stored off-site shall be conditioned upon submission by Constructor of bills of sale and applicable insurance or such other procedures satisfactory to Owner to establish Owner's title to such materials, or otherwise to protect Owner's interest, including transportation to the Worksite.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Constructor of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite

10.2.3 LIEN WAIVERS AND LIENS

10.2.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS If required by Owner, as a prerequisite for payment, Constructor shall provide a partial lien and claim waiver in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed Work. Such waivers shall be conditional upon payment. Constructor shall not be required to sign an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

10.2.3.2 REMOVING LIENS If Owner has made payments in the time required by this ARTICLE 10, Constructor shall, within thirty (30) Days after filing, remove any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If Constructor fails to take such action on a lien, Owner may cause the lien to be removed at Constructor's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 13 relating to the subject matter of the lien.



10.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain three percent (3.00%) of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.3 ADJUSTMENT OF CONSTRUCTOR'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Constructor is responsible under this Agreement:

10.3.1 Constructor's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 Except as accepted by the insurer providing Builder's Risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by Constructor to Owner or others to whom Owner may be liable;

10.3.3 Constructor's failure to properly pay either Subcontractors or Suppliers following receipt of payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Constructor in accordance with this Agreement;

10.3.4 rejected Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;

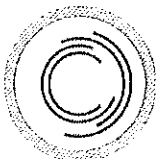
10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving Constructor, or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Constructor furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Constructor, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Constructor in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of Constructor, Constructor does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Constructor, upon giving seven (7) Days written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Constructor has been received, including interest for late payment. If Constructor incurs costs or is delayed resulting from shutdown, delay, and start-up, Constructor may seek an equitable adjustment in GMP, Constructor's Fee or Contract Time under ARTICLE 9.



10.6 SUBSTANTIAL COMPLETION

10.6.1 Constructor shall notify Owner and, if directed, Design Professional when it considers that Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Constructor shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, Constructor shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work. In the absence of a clear delineation of responsibilities, Owner shall assume all responsibilities for items such as security, maintenance, utilities, insurance, and damage to the Work. The Certificate of Substantial Completion shall also list any items to be completed or corrected, and establish the time for their completion or correction. The Certificate of Substantial Completion shall be submitted by Constructor to Owner, and, if directed, to Design Professional, for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to Constructor the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion, less a sum equal to one hundred fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by Constructor in a mutually agreed upon timeframe. Owner shall pay Constructor monthly the amount retained for unfinished items as each item is completed.

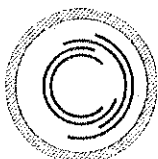
10.7 PARTIAL OCCUPANCY OR USE

10.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work.

10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon notification from Constructor that the Work is complete and ready for final inspection and acceptance, Owner, with the assistance of Design Professional, shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When Final Completion has been achieved, Constructor shall prepare for Owner's written acceptance a final application for payment stating that to the best of Constructor's knowledge, and



based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

10.8.3 Final payment of the balance of the Cost of the Work shall be made to Constructor within twenty (20) Days after Constructor has submitted a complete and accurate application for final payment, including submissions required under §10.8.4, and a Certificate of Final Completion has been executed by the Parties.

10.8.4 Final payment is due upon Constructor's submission to Owner of the following:

10.8.4.1 An affidavit declaring any indebtedness connected with the Work to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

10.8.4.2 As-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 Release of any liens, conditioned on final payment being received;

10.8.4.4 Consent of any surety; and

10.8.4.5 Any outstanding known and unreported accidents or injuries experienced by Constructor or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Constructor, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the estimated Cost of the Work for Work not fully completed and accepted is less than the retained amount before payment, Constructor shall submit to Owner, and if directed, to Design Professional, the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by §10.8.6 and §10.8.7.

10.8.6 OWNER'S CLAIMS RESERVATION Owner's claims not reserved in writing with final payment are waived except for claims relating to liens or similar encumbrances, warranties, Defective Work.

10.8.7 CONSTRUCTOR ACCEPTANCE OF FINAL PAYMENT Unless Constructor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the rate made applicable by Law.

ARTICLE 11 INDEMNITY, INSURANCE AND BONDS

11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, Constructor shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents and employees, Design Professional, and Others (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or



intentionally wrongful acts or omissions of Constructor, Subcontractors, Suppliers, Subsubcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Constructor shall be entitled to reimbursement of any defense costs paid above Constructor's percentage of liability for the underlying claim to the extent provided for by §11.1.2.

11.1.2 To the fullest extent permitted by Law, Owner shall indemnify and hold harmless Constructor, its officers, directors, members, consultants, agents and employees, Subcontractors, Suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by Owner, Design Professional, or Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Owner, Design Professional, or Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by §11.1.1.

11.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Constructor, anyone directly or indirectly employed by Constructor, or anyone for whose acts Constructor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Constructor under workers' compensation acts, disability benefit acts, or other employment benefit acts.

11.2 INSURANCE

11.2.1 Before starting Work and as a condition precedent to payment, Constructor shall procure and maintain in force Workers' Compensation Insurance, Employers Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Constructor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Constructor's Employers' Liability, Business Automobile Liability, and CGL policies shall be written with at least the following limits of liability:

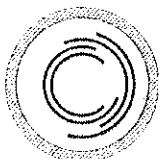
11.2.1.1 Employers' Liability Insurance

- (a) \$1,000,000 bodily injury by accident per accident.
- (b) \$1,000,000 bodily injury by disease policy limit.
- (c) \$1,000,000 bodily injury by disease per employee.

11.2.1.2 Business Automobile Liability Insurance \$1,000,000 per accident.

11.2.1.3 Commercial General Liability Insurance

- (a) \$1,000,000 per occurrence.
- (b) \$2,000,000 general aggregate.
- (c) \$2,000,000 products/completed operations aggregate.
- (d) \$1,000,000 personal and advertising injury limit.



11.2.2 Employers' Liability, Business Automobile Liability, and CGL coverages required under §11.2.1 may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

11.2.3 Constructor shall maintain in effect all insurance coverage required under §11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Constructor fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Constructor, or terminate this Agreement.

11.2.4 To the extent commercially available to Constructor from its current insurance company, insurance policies required under §11.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) thirty (30) Days before coverage is nonrenewed by the insurance company and (b) within ten (10) Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Constructor shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Constructor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise directed in writing by Owner, before starting the Work, Constructor shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Constructor, Subcontractors, Subsubcontractors, Suppliers, and Design Professional as insureds; (b) be written in such form as to cover all risks of physical loss except those specifically excluded by the policy. In addition, this insurance shall insure at least against and not exclude:

11.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Constructor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused;

11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 coverage extension for damage to existing buildings, plan, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant, or structure. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Projects;

11.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and



11.3.1.6 physical loss resulting from Terrorism.

11.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until Substantial Completion has been obtained, a Substantial Completion Certificate has been issued, and Owner has confirmed in writing that the project is protected by the Owners provided permanent Property Insurance. Before commencing the Work, Constructor shall provide a copy of the property policy or policies obtained in compliance with this §11.3.

11.3.3 If Owner elects to purchase the property insurance required by this Agreement, including all of the same coverages and deductibles for the same duration specified in this §11.3, then Owner shall give written notice to Constructor and Design Professional before the Work is commenced, and provide a copy of the property policy or policies obtained in compliance with this §11.3. Owner may then provide insurance to protect its interests and the interests of Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

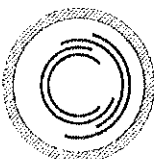
11.3.4 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors and Design Professional for damages caused by risks covered by the property insurance, except such rights as they may have to the proceeds of the insurance.

11.3.5 To the extent of the limits of Constructor's CGL specified in §11.2.1 or Zero dollars (\$0.00), whichever is more, Constructor shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

11.3.6 POLLUTION LIABILITY INSURANCE Deleted in its entirety

11.4 ADDITIONAL GENERAL LIABILITY COVERAGE Owner X shall/ ☐ shall not require Constructor to purchase and maintain additional liability coverage. If required, Constructor shall provide:

11.4.1 X Additional Insured. Owner shall be named as an additional insured on Constructor's CGL specified for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Constructor, or those acting on Constructor's behalf, in the performance of Constructor's Work for Owner at the Worksite. The insurance (both primary and excess) of the Constructor and its Subcontractors shall be primary and non-contributory to any insurance available to the Additional Insureds.



11.4.2 ☐ OCP. Constructor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional general liability coverage in accordance with this subsection shall be paid by Owner directly, or the costs may be reimbursed by Owner to Constructor by increasing the GMP to correspond to the actual cost required to purchase and maintain the coverage. Before commencing Work, Constructor shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

11.5 ROYALTIES, PATENTS AND COPYRIGHTS Constructor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Constructor and incorporated in the Work. Constructor shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Constructor harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

11.6 BONDS Performance and Payment Bonds are ☒ are not ☐ required of Constructor. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the original GMP. Constructor shall endeavor to keep its surety advised of changes potentially impacting the Contract Time and GMP, though Constructor shall require that its surety waives any requirement to be notified of any alteration or extension of time.

11.7 PROFESSIONAL LIABILITY INSURANCE To the extent Constructor is required to procure design services in accordance with §3.16, Constructor shall require its design professional to obtain professional liability insurance for claims arising from the negligent performance of design services under this Agreement, including coverage for all professional liability caused by any consultants to Constructor's design professional, written for not less than One Million dollars (\$1,000,000.00) per claim and in the aggregate with the deductible not to exceed Fifty Thousand dollars (\$50,000.00). The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Constructor's design professional for this Project. Coverage shall be continued in effect for One (1) year(s) following Substantial Completion.

ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION OF AGREEMENT

12.1 SUSPENSION BY OWNER FOR CONVENIENCE

12.1.1 OWNER SUSPENSION Should Owner order Constructor in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Constructor or any person or entity for whose acts or omissions Constructor may be liable, then Constructor shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner.

12.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.



12.2 NOTICE TO CURE A DEFAULT If Constructor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Constructor may be deemed in default.

12.2.1 After receiving Owner's written notice, if Constructor fails within seven (7) Days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Constructor a second notice to correct the default within three (3) Business Days after receipt. The second notice to Constructor, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

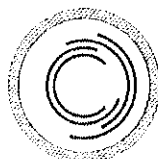
12.2.2 If Constructor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Constructor; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Constructor the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Constructor, but shall give Constructor prompt written notice.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 **TERMINATION BY OWNER FOR DEFAULT** Upon expiration of the second notice period to cure pursuant to §12.2 and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Constructor's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, Constructor shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid GMP, Owner shall pay the difference to Constructor. If Owner exercises its rights under this section, upon the request of Constructor, Owner shall furnish to Constructor a detailed accounting of the costs incurred by Owner.

12.3.2 **USE OF CONSTRUCTOR'S MATERIALS, SUPPLIES, AND EQUIPMENT** If Owner or Others perform work under §12.2, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work. Owner and others performing work under this §12.3 shall also have the right to use construction tools and equipment located on the Worksite and belonging to the Constructor or Subsubcontractors for the purpose of completing the remaining Work, but only after Constructor's written consent. If Owner uses Constructor's construction tools and equipment in accordance with this subsection, then Owner shall indemnify and hold harmless Constructor and applicable Subcontractors and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with Owner's use of Constructor's or applicable subcontractor's construction tools and equipment. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to Constructor in substantially the same condition as when they were taken, reasonable wear and tear excepted.



12.3.3 If Constructor files a petition under the Bankruptcy Code, this Agreement shall terminate if (a) Constructor or Constructor's trustee rejects the Agreement; (b) a default occurred and Constructor is unable to give adequate assurance of required performance; or (c) Constructor is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 Owner shall make reasonable efforts to mitigate damages arising from Constructor's default, and shall promptly invoice Constructor for all amounts due pursuant to §12.2 and §12.3.

12.4 TERMINATION BY OWNER FOR CONVENIENCE

12.4.1 Upon Constructor's receipt of Owner's written notice from Owner, Owner may, without cause, terminate this Agreement. Constructor shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

12.4.2 If Owner terminates this Agreement for convenience, Constructor shall be paid: (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred resulting from termination, but not including Overhead or profit on Work not performed; (c) reasonable attorneys' fees and costs related to termination; and (d) a premium as follows: No Premium.

12.4.3 If Owner terminates this Agreement, Constructor shall:

12.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Constructor to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs; and

12.4.3.4 sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

12.5 CONSTRUCTOR'S RIGHT TO TERMINATE

12.5.1 Seven (7) Days after Owner's receipt of written notice from Constructor, Constructor may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Constructor for any of the following reasons:

- (a) under court order or order of other governmental authorities having jurisdiction;
- (b) as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Constructor, materials are not available; or
- (c) suspension by Owner for convenience pursuant to §12.1.

12.5.2 In addition, upon seven (7) Days written notice to Owner, and an opportunity to cure within three (3) Days, Constructor may terminate the Agreement if Owner:



12.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing; or

12.5.2.2 assigns this Agreement over Constructor's reasonable objection; or

12.5.2.3 fails to pay Constructor in accordance with this Agreement and Constructor stopped Work in compliance with §10.5; or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by Constructor in accordance with this §12.5, Constructor is entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Constructor shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution procedure. If Constructor continues to perform, Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.

13.3 MITIGATION Deleted in its entirety

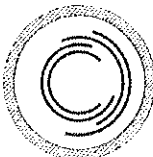
13.4 MEDIATION If direct discussions pursuant to §13.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under §13.3, the Parties shall endeavor to resolve the matter by mediation. The mediation shall be convened within thirty (30) Business Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties. The Parties choose mediation through:

☒ the current Construction Industry Mediation Rules of the American Arbitration Association (AAA), and administered by AAA.

☐ the current Mediation Guidelines of JAMS and administered by JAMS.

☐ the current rules and administration by [_____].

If no box is checked the default is AAA rules and administration.



13.5 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

13.5.1 ARBITRATION

☒ The Parties choose binding arbitration for any claim or dispute arising out of or relating to this Agreement. EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW, with or without a jury. Arbitration does not involve a judge or jury. Instead, an arbitrator with the power to award damages and other appropriate relief will decide claims and disputes. An arbitrator's award shall be final and binding upon the Parties, and judgment may be entered upon it in any court having jurisdiction.

13.5.1.1 Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within thirty (30) Days after the entry of such order.

13.5.1.2 The arbitration shall use the following rules:

- ☒ the current AAA Construction Industry Arbitration Rules and AAA administration. AAA Construction Fast Track Rules shall apply to all two-party cases when neither Party's disclosed claim or counterclaim exceeds \$250,000. If arbitration is selected but no rules are selected, then this subsection shall apply by default;
- ☐ the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or
- ☐ the current arbitration rules of [] and administered by [].

13.5.2 LITIGATION

☐ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

If not indicated, then litigation is the default and not arbitration.

13.5.3 COSTS The costs of any binding dispute resolution procedures shall be equally shared by the parties. Each party shall bear the cost of their attorney's fees.

13.5.4 VENUE The Project location shall serve as the venue.

13.6 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other



contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

13.7 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by the Constructor.

ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

14.2 ASSIGNMENT Except as to the assignment of proceeds, the Parties shall not assign their interest in this Agreement without the written consent of the other. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Constructor or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Constructor than this Agreement. If such assignment occurs, Constructor shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW The Law in effect at the location of the Project shall govern this Agreement.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NOTICE Unless changed in writing, a Party's address indicated in ARTICLE 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service

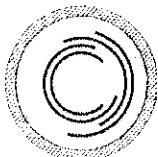
14.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.7 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ARTICLE 15 CONTRACT DOCUMENTS

15.1 EXISTING CONTRACT DOCUMENTS



15.1.1 The Contract Documents in existence at the time of execution of this Agreement are as follows:

(a) RFQ & RFP Documents

15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Constructor shall perform the Work as though fully described on both.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Constructor shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in Contract Time or GMP pursuant to ARTICLE 9, or a dispute mitigation and resolution, Owner's clarifications are final and binding.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

15.3 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) subject to §15.2.2 the drawings (large scale governing over small scale), specifications, and addenda issued and acknowledged before Agreement execution or signed by both Parties; (d) information furnished by Owner pursuant to §3.14.4 or designated as a Contract Document in §15.1; (e) other Contract Documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control.

OWNER: CITY OF BONDURANT

BY: _____ NAME: _____ TITLE: _____

CONSTRUCTOR: STORY CONSTRUCTION CO.

BY:  NAME: Patrick L. Geary TITLE: President

END OF DOCUMENT.

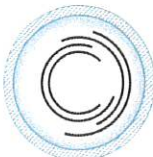


Exhibit A
STORY CONSTRUCTION CO.
STANDARD LABOR RATES
for Construction and Pre-Construction Phase
Schedule of Hourly Rates by Classification

Principals	\$250.00
Preconstruction Project Managers	\$160.00
Estimating Managers	\$140.00
Lead Estimators	\$127.00
Estimators	\$102.00
Senior Project Managers	\$160.00
Project Managers	\$140.00
Assistant Project Manager	\$108.00
Project Assistants / Coordinators	\$68.00
Project Engineers	\$102.00
VDC Engineers	\$127.00
Engineering Interns	\$52.00
Superintendents	\$125.00
Assistant Superintendents	\$108.00
Supervisors	\$105.00
Operators	\$102.00
Operators*	\$118.00
Construction Foremen	\$81.00
Construction Foremen*	\$93.00
Skilled Construction Workers	\$70.00
Skilled Construction Workers*	\$81.00
Construction Workers	\$53.00
Construction Workers*	\$61.00
Construction Clerks	\$44.00

Overtime rate is the above rate x 1.5

- * Rates for structural steel work and metal building work including wall and roof sheeting (two stories and below).
- * Rates adjust annually

Exhibit B

Story Construction Co.
Ames, IA

Equipment	Weekly	Monthly
Air compressor - Atlas Copco (with tools)	\$ 450.00	\$ 1,350.00
Air Plasma Cutter	\$ 160.00	\$ 480.00
Auger - handheld Ground Hog (gas)	\$ 190.00	\$ 570.00
Barricade: Traffic Diverter		\$ 15.00
Blower 16" EP w/ tubes	\$ 80.00	\$ 240.00
Blower 8" EP w/ tubes	\$ 33.00	\$ 100.00
Buckets - Concrete	\$ 285.00	\$ 855.00
Compactor - Kent KHP210 (Plate attachment)	\$ 633.00	\$ 1,900.00
Compactor - Stanley HSX3125 (Plate attachment)	\$ 465.00	\$ 1,395.00
Compactor - Wacker RT-820 Trench Roller	\$ 825.00	\$ 2,475.00
Concrete floor finisher (Power Trowel)	\$ 215.00	\$ 650.00
Concrete Vibrator & Generator - Hi-cycle	\$ 260.00	\$ 790.00
Crane - 50 ton Crawler American	\$ 3,000.00	\$ 9,000.00
Crane - 50 ton Rough Terrian Link-belt	\$ 3,000.00	\$ 9,000.00
Crane - 60 ton Crawler American	\$ 3,160.00	\$ 9,500.00
Crane - 80 ton Crawler American	\$ 3,830.00	\$ 11,500.00
Crane - 110 ton Crawler American	\$ 4,665.00	\$ 14,000.00
Decking Tool - Hilti Stand Up	\$ 415.00	\$ 1,250.00
Drill - Core (plus bit charge)	\$ 350.00	\$ 1,050.00
Drill - Hammer - large	\$ 315.00	\$ 950.00
Drill - Cordless Magnetic Slugger	\$ 230.00	\$ 690.00
Excavator - Case CX210D	\$ 2,650.00	\$ 7,950.00
Excavator Stanley Breaker Attachment	\$ 2,450.00	\$ 7,350.00
Excavator - Takeuchi TB240A	\$ 975.00	\$ 2,925.00
Floor Machine - Powerflight Maintainer	\$ 160.00	\$ 480.00
Floor Scrubber - Clark (remover, buffing, squeege)	\$ 600.00	\$ 1,800.00
Forklift - Gehl 8000 lb	\$ 1,395.00	\$ 4,185.00
Fuel Cell	\$ 115.00	\$ 350.00
Generator - Electric (110V - 220V)	\$ 225.00	\$ 675.00
Ground pounder - Wacker tamper	\$ 285.00	\$ 855.00
Heater - 20,000 to 50,000 BTU Electric	\$ 300.00	\$ 900.00
Heater - 150,000 BTU LB White Salamander	\$ 83.00	\$ 250.00
Heater - 400,000 BTU LB White Salamander	\$ 280.00	\$ 840.00
Heater - Pot Heater	\$ 66.00	\$ 200.00
Instrument - Laser level (with tripod,pole,detector)	\$ 375.00	\$ 1,125.00
Instrument - Transit	\$ 350.00	\$ 1,050.00
Instrument - Transit - Robotic Total Station	\$ 1,050.00	\$ 3,150.00
Instrument - Transit - Total Station Sokkia	\$ 780.00	\$ 2,350.00
Kelly Panels (4' x 12')		\$ 12.00
Lift - Handy Herman 30' Telescoping Lift Electric	\$ 160.00	\$ 480.00
Lift - JLG 66' Telescoping Boom	\$ 1,590.00	\$ 3,180.00
Lift - Scissorlift Skyjack 3220 - 20' Electric	\$ 260.00	\$ 520.00
Light Tower/Generator - Diesel 4-1000 watt unit	\$ 330.00	\$ 990.00
Loader - 920 Cat Rubber Tire	\$ 1,500.00	\$ 4,500.00
Loader - 930H Cat Wheel Loader	\$ 2,420.00	\$ 7,260.00
Loader - WA250 Komatsu Wheel	\$ 1,650.00	\$ 5,000.00
Overseas Storage Container	\$ 75.00	\$ 250.00
Paving Breaker - electric	\$ 255.00	\$ 765.00
Plate Compactors - Gas medium	\$ 380.00	\$ 1,150.00

Equipment	Weekly	Monthly
Plate Compactors - Gas small	\$ 240.00	\$ 720.00
Plate Girders		
Power Buggies	\$ 300.00	\$ 1,000.00
Punch-Hydraulic with power pac	\$ 315.00	\$ 950.00
Rebar Wire Tier	\$ 315.00	\$ 950.00
Saw - Concrete - Soff Cut	\$ 340.00	\$ 1,020.00
Saw - Concrete floor 11-16 hp	\$ 260.00	\$ 780.00
Saw - Concrete floor 35 hp	\$ 630.00	\$ 1,900.00
Saw - Cut-off	\$ 250.00	\$ 750.00
Scaffold Perry	\$ 37.00	\$ 115.00
Scaffold: (inc. 2 frames, 2 braces, 4 ea screwjacks and baseplates, & plank)	\$ 18.00	\$ 55.00
Screed - Magic	\$ 465.00	\$ 1,395.00
Shoring systems	\$ 6.70	\$ 25.00
Sweeper - Factory walk-behind	\$ 350.00	\$ 1,050.00
Sweeper - Tennant Ride On 355	\$ 800.00	\$ 2,400.00
Trailer - Office or CP2.0	\$ 465.00	\$ 1,400.00
Trailer - Storage	\$ 70.00	\$ 250.00
Truck - Pickup	\$ 365.00	\$ 1,100.00
Truck - Semi-Tractor & Trailer		\$ 3.50
Uniloader	\$ 660.00	\$ 2,000.00
Uniloader - Track	\$ 1,420.00	\$ 4,260.00
Uniloader - Helical Anchor Drive Auger	\$ 930.00	\$ 2,800.00
Uniloader - Breaker Attachment	\$ 870.00	\$ 2,610.00
Uniloader - Auger Attachment	\$ 400.00	\$ 1,200.00
Uniloader - Snow Pusher	\$ 500.00	\$ 1,500.00
Uniloader - Sweepster Broom Attachment	\$ 840.00	\$ 2,520.00
Water Pump Electric Submersible 2"	\$ 160.00	\$ 480.00
Water Pump Electric Submersible 3"	\$ 233.00	\$ 700.00
Water Pump Gas (1 1/2"-2")	\$ 150.00	\$ 450.00
Water Pump Gas (3")	\$ 175.00	\$ 525.00
Water Pump Gas (4")	\$ 233.00	\$ 700.00
Welder	\$ 195.00	\$ 585.00
Welder - Stud	\$ 1,150.00	\$ 3,500.00
Plan table station (computer / printer / video monitor)		300.00
Computer - hardware / devices		200.00
Copy / Printer / Scanner- large		150.00



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

Item No. 7.r.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution of endorsement for the City of Bondurant's Revitalize Iowa's Sound Economy (RISE) Grant Application for funding to assist with roadway improvements associated with an Immediate Opportunity to serve the Timmins Industrial Park

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS:

The Iowa Department of Transportation's Revitalize Iowa's Sound Economy (RISE) Program is a competitive infrastructure funding program intended to support economic development and job creation across the state. The RISE Immediate Need category is specifically designed to assist communities with roadway improvements tied to a near-term, non-speculative development opportunity where transportation infrastructure is required to facilitate permanent job creation or retention.

In 2024, the Timmins Industrial Park, comprised of approximately 186 acres located along Interstate 80, was certified for industrial development through the Iowa Economic Development Authority's Certified Sites Program. While certification confirmed the site's readiness for industrial development, existing roadway conditions and access must be addressed before development can occur. Infrastructure improvements are necessary to ensure safe, efficient access for industrial traffic and to support the long-term viability of the industrial park and other future surrounding development areas.

To address these infrastructure needs, the City of Bondurant is pursuing funding through the Iowa DOT's RISE Immediate Need Opportunity grant program to support roadway improvements along 32nd Street SE / NE 62nd Avenue / NE Jorie Way, extending from Grant Street South east to serve the Timmins Industrial Park, as well as a portion of a new north/south corridor along the western portion of the Timmins Industrial Park. The proposed improvements are directly tied to enabling industrial development on certified land, supporting near-term economic growth, and advancing planned east/west connectivity identified in both the Building Bondurant Comprehensive Plan and the Major Streets Master Plan.

City Council approved a contingent professional design services agreement with Shive-Hattery in December 2025 to provide engineering design services related to the proposed street improvements.

The proposed resolution serves to formally support the City's RISE Immediate Need application and fulfills Iowa DOT documentation requirements by:

- Endorsing the proposed roadway improvement project associated with the Timmins Industrial Park;
- Certifying that an immediate, non-speculative opportunity exists for permanent job creation tied to industrial development;
- Stating that RISE funding is essential to advancing the project and that development would be delayed or jeopardized without an immediate funding commitment;
- Confirming that the roadway improvements will be dedicated to public use; and
- Identifying the City of Bondurant as the responsible jurisdiction for long-term maintenance of the improved roadway.

FUNDING SOURCE: The City would use RISE funds to augment RISE grant funds to support these infrastructure improvements.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-26

CITY OF BONDURANT
RESOLUTION NO. 260120-26

RESOLUTION OF ENDORSEMENT FOR THE CITY OF BONDURANT'S REVITALIZE
IOWA'S SOUND ECONOMY (RISE) GRANT APPLICATION FOR FUNDING TO
ASSIST WITH ROADWAY IMPROVEMENTS ASSOCIATED WITH AN IMMEDIATE
OPPORTUNITY TO SERVE THE TIMMINS INDUSTRIAL PARK

WHEREAS the City of Bondurant recognizes that economic development, job creation, and job retention are in the best interests of its residents and the region; AND

WHEREAS there is an immediate, non-speculative opportunity that exists regarding an industrial project proposed on the Timmins Industrial Park; AND

WHEREAS the Timmins Industrial Park was certified for industrial development by the Iowa Economic Development Authority in 2024; AND

WHEREAS the City of Bondurant is in negotiations with specific developer, which represents an immediate, nonspeculative opportunity for permanent job creation and long-term private investment within the City; AND

WHEREAS the proposed industrial development is dependent upon the timely construction of public roadway improvements to serve the site, including improvements along 32nd Street SE/NE 62nd Avenue/NE Jorie Way and a portion of a new north–south roadway corridor to provide safe, efficient access for industrial traffic; AND

WHEREAS the proposed roadway improvements are necessary to support industrial development of the Timmins Industrial Park consistent with the Building Bondurant Comprehensive Plan and its Future Land Use Map, and to ensure adequate connectivity, safety, and access for employees, freight movement, and the traveling public; and

WHEREAS an Immediate Opportunity commitment through the Iowa Department of Transportation's Revitalize Iowa's Sound Economy (RISE) program is essential to the proposed development; AND

WHEREAS without an immediate commitment of RISE Immediate Opportunity funding, the City of Bondurant would be unable to advance a coordinated package of roadway improvements, including complementary projects outside this application, thereby delaying infrastructure readiness; AND

WHEREAS the City of Bondurant certifies that RISE funding is essential to facilitate the proposed development and to secure the City as the location for this immediate industrial opportunity; AND

WHEREAS the roadway included in the proposed project are currently dedicated to public use or will be dedicated to public use upon construction and will remain open and available for use by the general public; AND

WHEREAS the City of Bondurant will assume jurisdictional responsibility for the roadway improvements included in the project and commits to adequately maintaining those roadways in accordance with applicable standards; AND

WHEREAS the City of Bondurant endorses the proposed roadway improvement project and supports the submission of a RISE Immediate Opportunity grant application to assist with project funding; AND

WHEREAS the City of Bondurant assures the State of Iowa that it will provide the minimum local financial participation of the total project cost, as required by the RISE program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the City hereby endorses the proposed roadway improvement project and authorizes the submission of a Revitalize Iowa's Sound Economy (RISE) Immediate Opportunity grant application to the Iowa Department of Transportation.

NOW, THEREFOR, BE IT FURTHER RESOLVED that the City of Bondurant affirms its responsibility for the ownership, operation, and maintenance of the roadway improvements included in the project.

Passed and approved this 20th day of January 2026.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				



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

Item No. 7.s.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution approving pay request no. 11 (Release of Retainage) to Ball Team LLC for the Bondurant City Park Reconstruction Phase 2 Project in the amount of \$85,307.65

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #11 in the amount of \$85,307.65 related to the Bondurant City Park Reconstruction Phase 2 Project.

This pay application has been reviewed by City Staff and Architects from RDG Planning and Design for accuracy and is for release of retainage for the contract. The project has met all required work and finished punch list items.

FUNDING SOURCE: CIP Budget supported by GO and TIF debt, LOSST, and Grants

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Pay Request No. 11 (Release of Retainage)

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE 1 OF 2

PAGES

TO OWNER: **City of Bondurant**
200 2nd Street NE PO Box 37
Bondurant, IA 50035

PROJECT: **Bondurant City Park PH 2**
201 Main SE
Bondurant, IA 50035

APPLICATION NO: **11 Retention**

Distribution to:

☐	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

PERIOD TO: **12/31/25**

FROM CONTRACTOR:
Ball Team, LLC
10550 New York Ave. Suite 200
Urbandale, IA 50322

VIA ARCHITECT: **RDG**
301 Grand Ave
Des Moines, IA 50309

Owner Contract No:
Contract Date: **12/10/24**

CONTRACT FOR: General Construction

PROJECT NOS: **24-098**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, ALA Document G703, is attached.

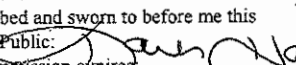
1. ORIGINAL CONTRACT SUM	\$	1,600,000.00
2. Net change by Change Orders	\$	106,153.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,706,153.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,706,153.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. 0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,706,153.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,620,845.35
8. CURRENT PAYMENT DUE	\$	85,307.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

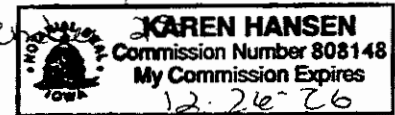
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$106,153.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$106,153.00	\$0.00
NET CHANGES by Change Order	\$106,153.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application 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 now due.

CONTRACTOR:

By:  Date: **12/30/25**

State of: Iowa
Subscribed and sworn to before me this **30th** day of **December**
Notary Public: 
My Commission expires: **12-26-26**



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 \$ _____

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

ARCHITECT: **RDG**

By: _____ Date: _____

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 Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: **11 Retention**
APPLICATION DATE: **12/29/25**

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

PERIOD TO: **12/31/25**

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

PROJECT NO: **24-098**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	General Conditions	\$ 239,339.00	239,339.00		\$ -	\$ 239,339.00	100%	\$ -	\$ -
2	Survey & Layout	6,900.00	6,900.00		0.00	6,900.00	100%	0.00	0.00
3	Temp Fence	10,217.00	10,217.00		0.00	10,217.00	100%	0.00	0.00
4	Site Demo & Grading	56,200.00	56,200.00		0.00	56,200.00	100%	0.00	0.00
5	Water Service	9,760.00	9,760.00		0.00	9,760.00	100%	0.00	0.00
6	Sanitary Service	2,225.00	2,225.00		0.00	2,225.00	100%	0.00	0.00
7	Storm Drainage	22,625.00	22,625.00		0.00	22,625.00	100%	0.00	0.00
8	Erosion Control	6,000.00	6,000.00		0.00	6,000.00	100%	0.00	0.00
9	Landscaping	25,236.00	25,236.00		0.00	25,236.00	100%	0.00	0.00
10	Concrete - Water Building Footing, Wall, & Sla	53,250.00	53,250.00		0.00	53,250.00	100%	0.00	0.00
11	Concrete - Spray Ground Footing & Wall	34,000.00	34,000.00		0.00	34,000.00	100%	0.00	0.00
12	Concrete - Spray Ground Slab	39,000.00	39,000.00		0.00	39,000.00	100%	0.00	0.00
13	Concrete - Sidewalks	22,275.00	22,275.00		0.00	22,275.00	100%	0.00	0.00
14	Concrete - Misc.	6,850.00	6,850.00		0.00	6,850.00	100%	0.00	0.00
15	Masonry - CMU	18,775.00	18,775.00		0.00	18,775.00	100%	0.00	0.00
16	Masonry - Stone	14,775.00	14,775.00		0.00	14,775.00	100%	0.00	0.00
17	Rough Carpentry Materials - Glu-lams	22,950.00	22,950.00		0.00	22,950.00	100%	0.00	0.00
18	Rough Carpentry Materials	44,148.00	44,148.00		0.00	44,148.00	100%	0.00	0.00
19	Carpentry Installation (Div 6 Rough, Div 8, Div	22,340.00	22,340.00		0.00	22,340.00	100%	0.00	0.00
20	Finish Carpentry Materials & Installation	7,228.00	7,228.00		0.00	7,228.00	100%	0.00	0.00
21	Gutter & Downspouts	4,150.00	4,150.00		0.00	4,150.00	100%	0.00	0.00
22	Sofit & Fascia	8,000.00	8,000.00		0.00	8,000.00	100%	0.00	0.00
23	Exterior Trim	2,280.00	2,280.00		0.00	2,280.00	100%	0.00	0.00
24	Siding	16,000.00	16,000.00		0.00	16,000.00	100%	0.00	0.00
25	Roofing	15,750.00	15,750.00		0.00	15,750.00	100%	0.00	0.00
26	Air Barrier, Weather Barrier, Floor Sealer & Sea	12,500.00	12,500.00		0.00	12,500.00	100%	0.00	0.00
27	Doors, Frames, Windows, & Louvers Materials	32,049.00	32,049.00		0.00	32,049.00	100%	0.00	0.00
28	Glass & Glazing	3,095.00	3,095.00		0.00	3,095.00	100%	0.00	0.00
29	Drywall / Synthetic Plaster Finish System	35,050.00	35,050.00		0.00	35,050.00	100%	0.00	0.00
30	Painting	8,565.00	8,565.00		0.00	8,565.00	100%	0.00	0.00
31	Specialties Materials	1,450.00	1,450.00		0.00	1,450.00	100%	0.00	0.00
32	Mechanical - Mobilization	20,000.00	20,000.00		0.00	20,000.00	100%	0.00	0.00
33	Mechanical - Underground Process	77,419.00	77,419.00		0.00	77,419.00	100%	0.00	0.00
34	Mechanical - Perimeter Drain	20,000.00	20,000.00		0.00	20,000.00	100%	0.00	0.00

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

G703-1992

CONTINUATION SHEET

ALA DOCUMENT G703

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: **11 Retention**
APPLICATION DATE: **12/29/25**

PERIOD TO: **12/31/25**

PROJECT NO: **24-098**

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

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
35	Mechanical - Feature Embeds	30,000.00	30,000.00		0.00	30,000.00	100%	0.00	0.00
36	Mechanical - Spray Features	255,000.00	255,000.00		0.00	255,000.00	100%	0.00	0.00
37	Mechanical - Interior Plumbing	18,000.00	18,000.00		0.00	18,000.00	100%	0.00	0.00
38	Mechanical - Sprayground Filter Equipment	45,000.00	45,000.00		0.00	45,000.00	100%	0.00	0.00
39	Mechanical - HVAC	6,000.00	6,000.00		0.00	6,000.00	100%	0.00	0.00
40	Electrical - Sitework Materials	17,815.00	17,815.00		0.00	17,815.00	100%	0.00	0.00
41	Electrical - Sitework Labor	7,410.00	7,410.00		0.00	7,410.00	100%	0.00	0.00
42	Electrical - Gear	89,796.00	89,796.00		0.00	89,796.00	100%	0.00	0.00
43	Electrical - Materials	22,600.00	22,600.00		0.00	22,600.00	100%	0.00	0.00
44	Electrical - Labor	32,904.00	32,904.00		0.00	32,904.00	100%	0.00	0.00
45	Electrical - Lighting Materials	62,130.00	62,130.00		0.00	62,130.00	100%	0.00	0.00
46	Electrical - Lighting Labor	27,775.00	27,775.00		0.00	27,775.00	100%	0.00	0.00
47	Electrical - Sitework Materials	3,195.00	3,195.00		0.00	3,195.00	100%	0.00	0.00
48	Bonds	11,174.00	11,174.00		0.00	11,174.00	100%	0.00	0.00
49	General Liability Insurance	4,800.00	4,800.00		0.00	4,800.00	100%	0.00	0.00
50	Contractor Fee	46,000.00	46,000.00		0.00	46,000.00	100%	0.00	0.00
51	CO#1 - COR No. 1: Change Gear Package Enclosure from NEMA 4X to NEMA 3R	(29,568.00)	(29,568.00)			(29,568.00)	100%	0.00	0.00
52	CO#1 - COR No. 4: Per CMT Inspection - Over Excavate 18" of Poor Soil & Replace with Rock	1,595.00	1,595.00			1,595.00	100%	0.00	0.00
53	CO#1 - COR No. 5: ASI#3 - Civil - Add Precast Concrete Manhole for Biling Drain Tile & Sump Pump	4,570.00	4,570.00			4,570.00	100%	0.00	0.00
	CO#1 - COR No. 6: PR 02 - Add Swing Play Area (Swings, Play Surface & Concrete)	82,329.00	82,329.00			82,329.00	100%	0.00	0.00
	CO#1 - COR No. 7: PR 03 - Add Woodford Model 67C HB-1 Hose Bib for Water Building	647.00	647.00			647.00	100%	0.00	0.00
	CO#1 - COR No. 8: PR 01 - Upgrade Chem Controller	1,657.00	1,657.00			1,657.00	100%	0.00	0.00
	CO#2 - COR No. 9: Electrical work for water building - draing tile sump pump	1,895.00	1,895.00			1,895.00	100%	0.00	0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

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APPLICATION NO: **11 Retention**
APPLICATION DATE: **12/29/25**
PERIOD TO: **12/31/25**
PROJECT NO: **24-098**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	CO#2 - COR No. 11: Glass Change (clear to satin etched)	1,484.00	1,484.00			1,484.00	100%	0.00	0.00
	CO#2 - COR No. 12: PR 05 - 80 gal water heater, PVC insulation jacket	9,340.00	9,340.00			9,340.00	100%	0.00	0.00
	CO#2 - COR No. 13: Transformer location change	15,059.00	15,059.00			15,059.00	100%	0.00	0.00
	CO#2 - COR No. 14: PR 07 - Add 1 12/" empty PVC electrical conduit	2,823.00	2,823.00			2,823.00	100%	0.00	0.00
	CO#2 - COR No. 15: Street patch for water con	948.00	948.00			948.00	100%	0.00	0.00
	CO#3 - COR No. 16: Furnish LV wiring / cabling to Lumiflow LED Lights & Bollard Activator	3,362.00	3,362.00			3,362.00	100%	0.00	0.00
	CO#3 - COR No. 17: Add sidewalk at Water Building & change seed to sod per PR08.	10,012.00	10,012.00			10,012.00	100%	0.00	0.00
	GRAND TOTALS	\$ 1,706,153.00	\$ 1,706,153.00	\$ -	\$ -	\$ 1,706,153.00	100%	\$ -	\$ -

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



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

Item No. 8.a.
For Meeting of 1/20/2026
Public Hearing

TITLE: Public hearing on the proposed January, 2026 expansion of the Bondurant Urban Renewal Area (Southeastern Industrial Area)

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator
Maggie Murray, Planning & Community Development Director
Jene Jess, Assistant City Administrator

BRIEF HISTORY & ANALYSIS:

The City of Bondurant is undertaking an amendment to the **Bondurant Urban Renewal Area** and its associated **Urban Renewal Plan** to add additional property and authorize a new economic development project within the expanded area. Bond counsel (Dorsey & Whitney) has prepared the required resolutions and supporting documents and the City Council set the date of the public hearing for **January 20, 2026**, at its December 15, 2025 meeting.

The proposed amendment would:

1. **Expand the boundaries** of the existing Urban Renewal Area to include additional property intended for future commercial and industrial development; and
2. **Add a new urban renewal project**, the *Timmins Industrial Park Public Infrastructure Project*, which would allow the use of Tax Increment Financing (TIF) to construct streets, utilities, stormwater, signalization, and related public improvements needed to support development in and around the Timmins Industrial Park.

In accordance with Iowa Code Chapter 403, several procedural steps must occur prior to adoption:

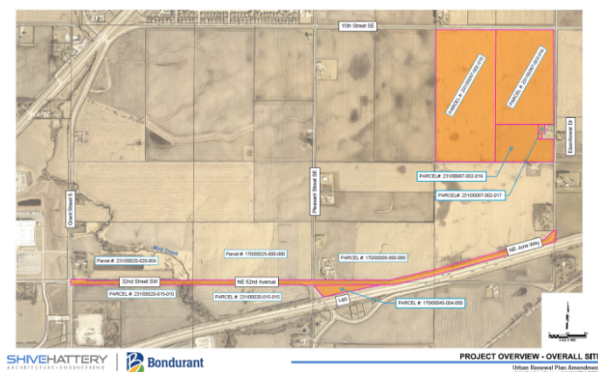
The following procedural elements have been satisfied:

- Publication of the Public Hearing Notice: A notice was published as duly required by law.
- Referral to the Planning & Zoning Commission: The Commission reviewed the plan at its January 8, 2026, meeting and recommends approval, finding that the plan amendment conforms to the City's Comprehensive Plan.
- Consultation meeting with affected taxing entities, specifically Polk County and the Bondurant–Farrar Community School District: This consultation with required notice and distribution of the draft amendment was held January 13, 2026. Staff answered questions from County staff.
- Agricultural landowner consent for any included agricultural parcels: The consents have been signed and are included in the Urban Renewal file.
- County consent resolution, as part of the amendment area lies within two miles of the city limits: This consent has been obtained, with approval from the County Supervisors and is included in the Urban Renewal file.

The amendments position the City to facilitate future economic development, support infrastructure investment, and leverage TIF as an important financial tool in advancing Bondurant’s long-term planning and growth strategies.

A consultation meeting was held with Polk County and the Bondurant-Farrar Community School District on January 13, 2026, as required by State Code.

Below is a map of the area to be added to the Urban Renewal Area with this amendment.



FUNDING SOURCE: The Urban Renewal Area will enable us to use TIF for the development of infrastructure in the area.

STAFF RECOMMENDATION: Hold the public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 8.b.
For Meeting of 1/20/2026
Public Hearing

TITLE: Public hearing on Plans, Specifications, and Form of Contract for the Southeast Trunk Sewer

CONTACT PERSON:

John Horton, Public Works Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: On December 15th, council approved the action to order construction of the SE Sanitary Sewer Trunk Line Project. the project description is below.

Construct Southeast Trunk Sewer including all labor, materials and equipment necessary for approximately 2,483 linear feet of 15-inch sanitary sewer installed in open cut, connections to existing manhole, manholes, surface restoration and miscellaneous associated work, including cleanup. The project is located south of 32nd Street SE west of Pleasant Street SE in Bondurant, Iowa.

The City opened bids on January 13th 2026 and received 9 bids for the project. The engineer's estimate of cost for the project was \$509,265.00. See the list of bidders below.

Thorpe Contracting LLC.	\$356,974.74
Evolution Contracting	\$405,989.00
Rognes Corp.	\$409,529.00
Absolute Group	\$429,483.00
Mainline Construction	\$432,262.00
Wynn Company LLC.	\$483,046.00
Iowa Pipe and Grading	\$495,017.00
OnTrack Construction LLC.	\$524,995.00
S.M. Hentges & Sons	\$591,500.00

FUNDING SOURCE: Sewer Utility Fund

STAFF RECOMMENDATION: Staff recommend approval to award the contract to the lowest responsive bidder, Thorpe Contracting LLC, In the amount of \$356,974.74.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

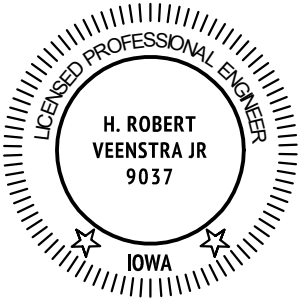
1. Southeast Trunk Sewer Plans
2. Recommendation to Award Contract
3. Southeast Trunk Sewer Bid Tabulation

SOUTHEAST TRUNK SEWER

CITY OF BONDURANT

SHEET INDEX

- 1 - COVER SHEET
- 2 - VICINITY MAP AND LEGEND
- 3 - PLAN AND PROFILE 1
- 4 - PLAN AND PROFILE 2
- 5 - PLAN AND PROFILE 3
- 6 - PLAN AND PROFILE 4
- 7 - PLAN AND PROFILE 5



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

 November 26, 2025
H.R. VEENSTRA, P.E. IA. LIC. NO. 9037 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026
ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE): 1-7

DATE	REVISIONS						
XXXXXXXXXX	XXXXXXXXXX	☐ PRELIMINARY	DATE 11.05.25				
		☐ PERMIT	DRAWN XXXXXXXXXXXX				
		☐ FINAL	SCALE N/A				
		☐ REVISED					
		☐ AS CONSTRUCTED					



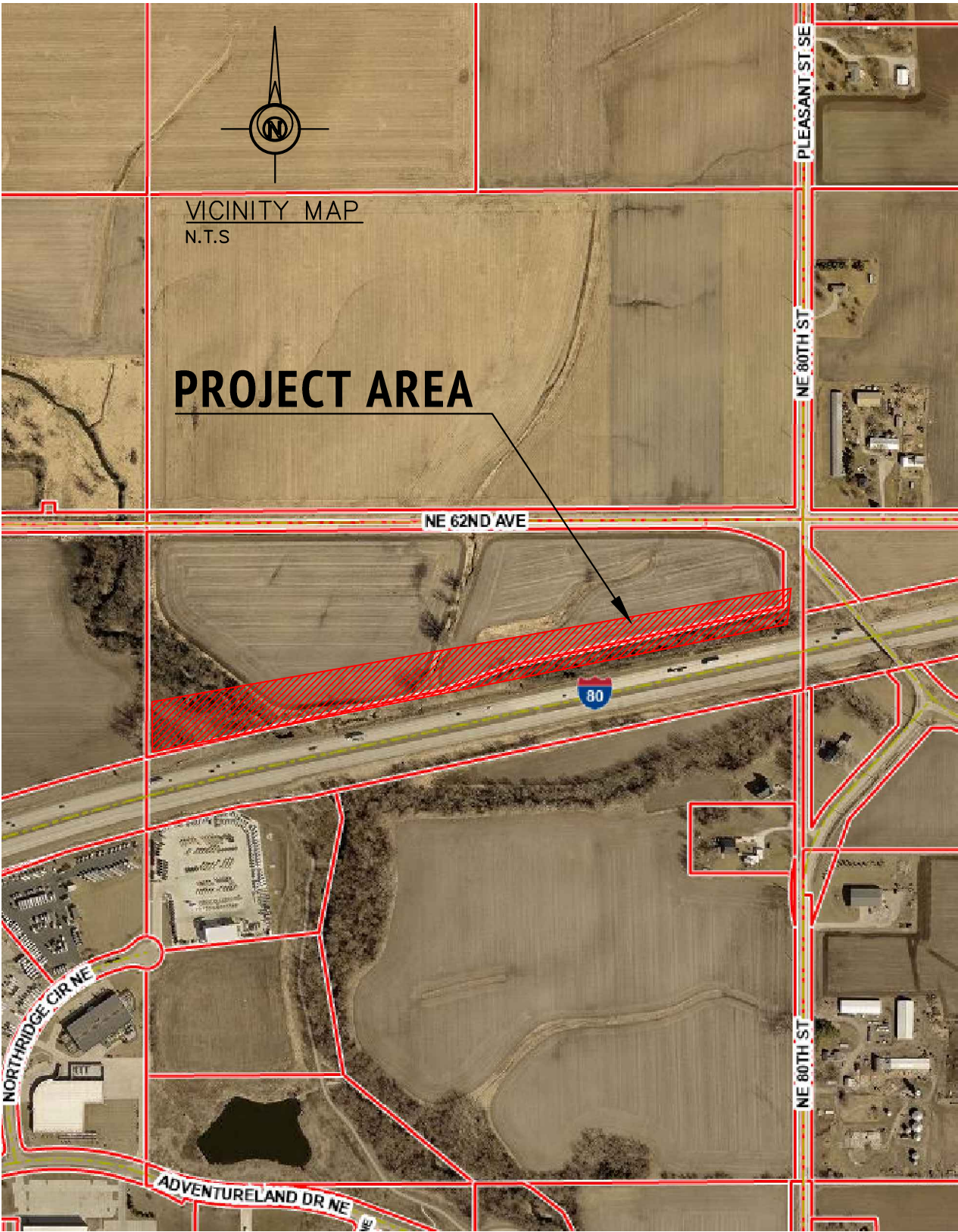
BONDURANT

SOUTHEAST TRUNK SEWER

Cover Sheet

1

PROJECT



UTILITY CONTACT INFORMATION

- 1

(M52G) MIDAMER—GAS
Company name: MIDAMER—GAS
Design contact: Jaime Neer
Phone: 5152526972
Email: MECDSDesignLocates@midamerican.com
- 2

(BON) BONDURANT, CITY OF
Company name: BONDURANT, CITY OF
Design contact: PATRICK COLLISON
Phone: 5159716856
Email: pcollison@cityofbondurant.com
- 3

(DWR) DES MOINES METRO WASTEWATER
Company name: DES MOINES METRO WASTEWATER
Design contact: JAMES BECK
Phone: 5153238055
Email: jpbbeck@dmgov.org
- 4

(ICN) IOWA COMMUNICATIONS NETWORK
Company name: IOWA COMMUNICATIONS NETWORK
Design contact: DAVE AUGSPURGER
Phone: 5157254604
Email: icnoutsideplantiowaonecall@iowa.gov
- 5

(ICNDOT) IOWA DOT TOB FIBER
Company name: IOWA DOT TOB FIBER
Design contact: DAVE AUGSPURGER
Phone: 5157254604
Email: icnoutsideplantiowaonecall@iowa.gov
- 6

(INS) AUREON NETWORK SERVICES
Company name: AUREON NETWORK SERVICES
Design contact: JEFF KLOCKO
Phone: 5158300445
Email: jeff.klocko@aureon.com
- 7

(M52E) MIDAMER—ELEC
Company name: MIDAMER—ELEC
Design contact: JAMIE NEER
Phone: 5152526972
Email: mecdsmdesignlocates@midamerican.com
- 8

(M57E) MIDAMER—ELEC
Company name: MIDAMER—ELEC
Design contact: JAMIE NEER
Phone: 5152526972
Email: mecdsmdesignlocates@midamerican.com
- 9

(POLKIA1) MEDIACOM
Company name: MEDIACOM
Design contact: DAVE MEYERS
Phone: 5159917388
Email: dmeyers2@mediacomcc.com
- 10

(SPR) SOUTHEAST POLK RURAL WATER DIS
Company name: SOUTHEAST POLK RURAL WATER DIS
Design contact: DMWW DESIGN REQUESTS
Phone: 5153236244
Email: onecallmaps@dmww.com

- 11

(VFN3) VERO FIBER NETWORKS, LLC
Company name: VERO FIBER NETWORKS, LLC
Design contact: ANDREW ROSA
Phone: 6309568518
Email: andrew.rosa@terranzongroup.com
- 12

(ZAY) ZAYO GROUP LLC
Company name: ZAYO GROUP LLC
Design contact: STEVEN SENDER
Phone: 6122108036
Email: zayo.relo.iowa@zayo.com

LEGEND:

- +/-

MORE OR LESS
- FL

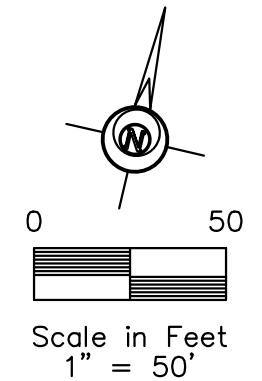
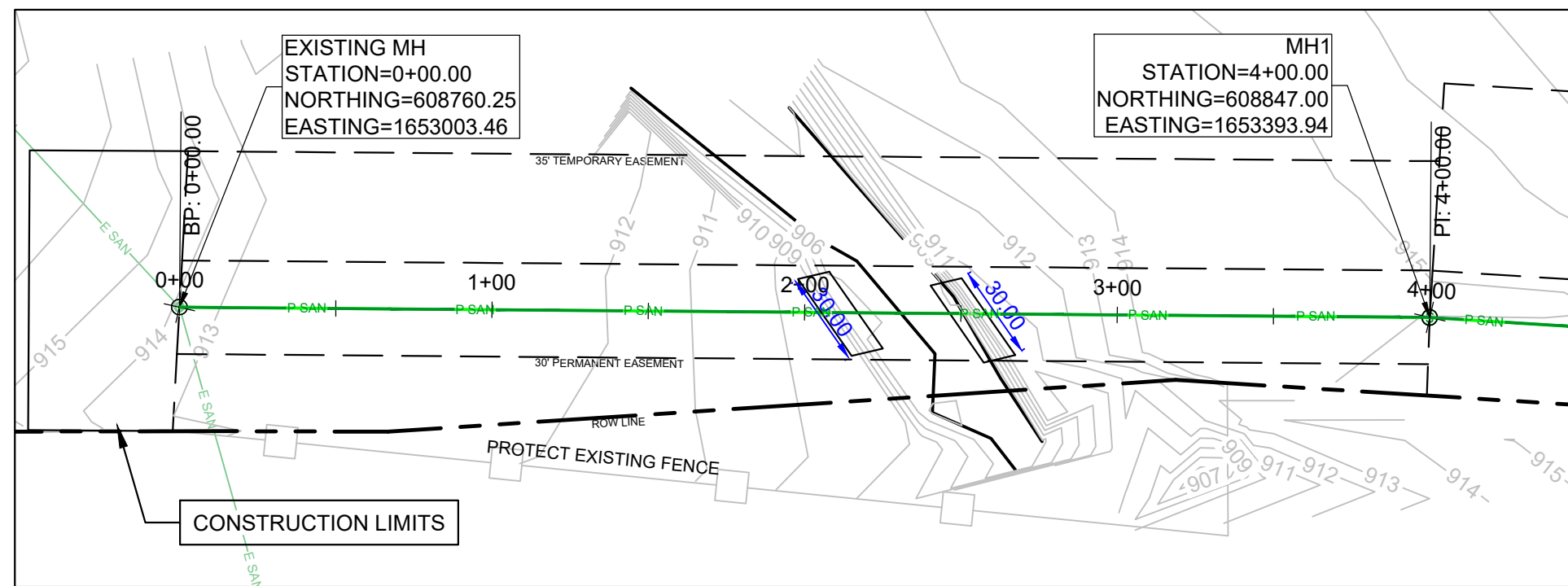
FLOWLINE ELEVATION
- SIGN
- STREET LIGHT
- POWER POLE
- LIGHT POLE
- GUY ANCHOR
- UTILITY PEDESTAL
- ELEC. TRANSFORMER
- ELEC. METER
- ELEC. BOX
- ELEC. VAULT
- FIBER OPTIC VAULT
- CABLE TV JUNCTION BOX
- ELEC. MANHOLE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- TRAFFIC MANHOLE
- AREA INTAKE
- SINGLE INTAKE
- THROAT INTAKE
- FIRE HYDRANT
- WATER VALVE
- PROPOSED UTILITY LINE
- EXISTING UTILITY LINE
- CABLE TELEVISION
- FORCE MAIN
- FIBER OPTIC
- GAS LINE
- OVERHEAD ELEC.
- OVERHEAD TEL.
- SANITARY SEWER
- STORM SEWER
- UNDERGROUND ELEC.
- UNDERGROUND TEL.
- WATER

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	☐ REVISED		
	☐ AS CONSTRUCTED		

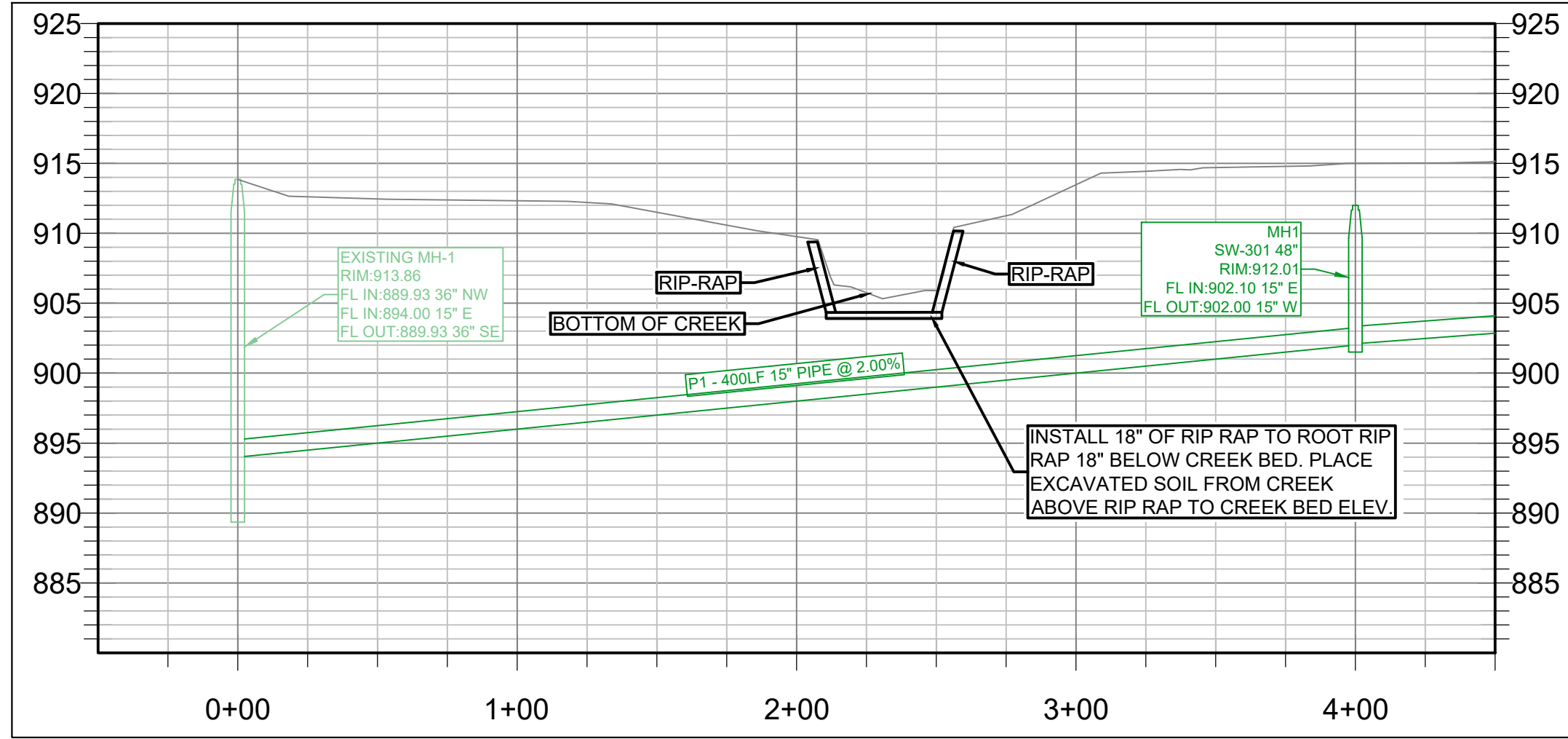


BONDURANT
SOUTHEAST TRUNK SEWER

Vicinity Map and Legend
Sheet



- NOTES:
- 1) REMOVE EXISTING FENCE, AND INSTALL TEMPORARY FENCE AS SHOWN. INSTALL NEW FENCE AT LOCATION OF EXISTING FENCE AT COMPLETION OF CONSTRUCTION.



DATE	REVISIONS		
	☐ PRELIMINARY	DATE	11.05.25
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	☐ FINAL	SCALE	1" = 50'
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	☐ AS CONSTRUCTED		

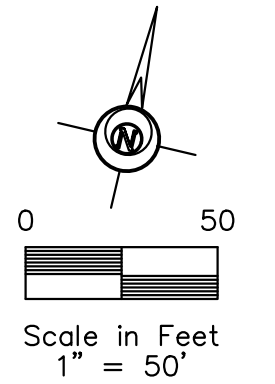
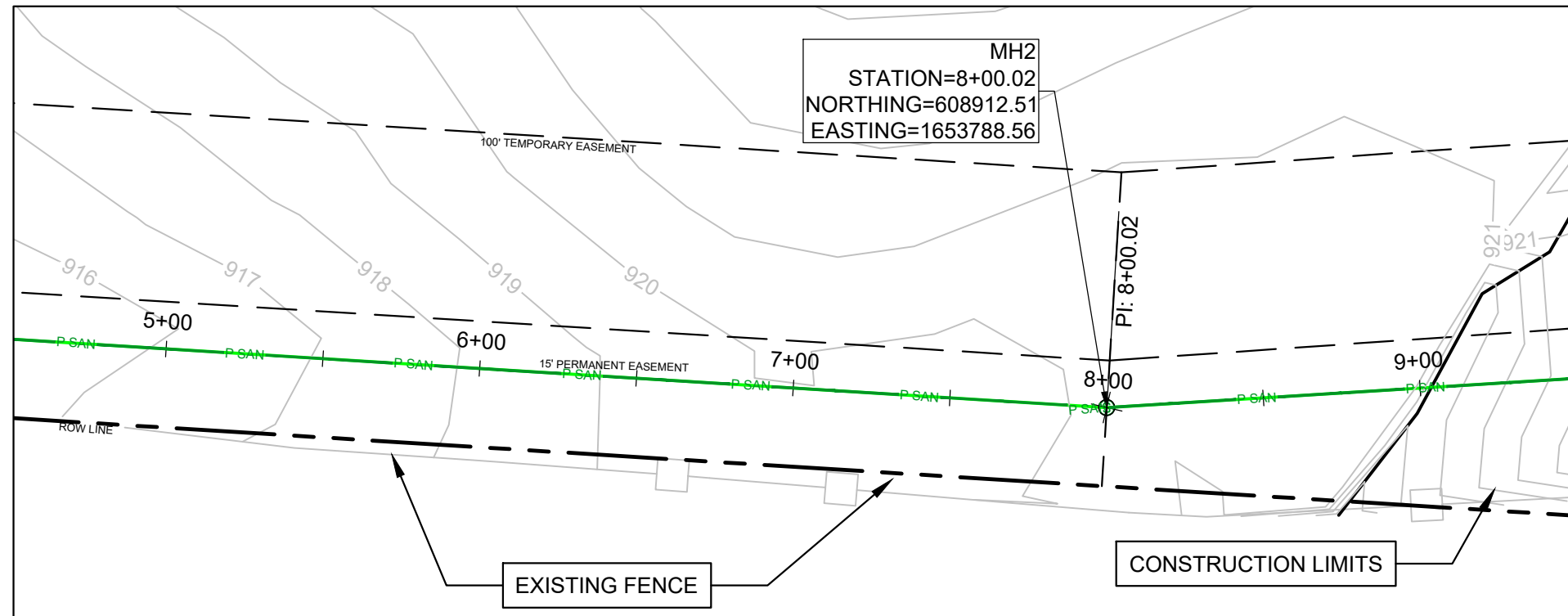


BONDURANT
SOUTHEAST TRUNK SEWER

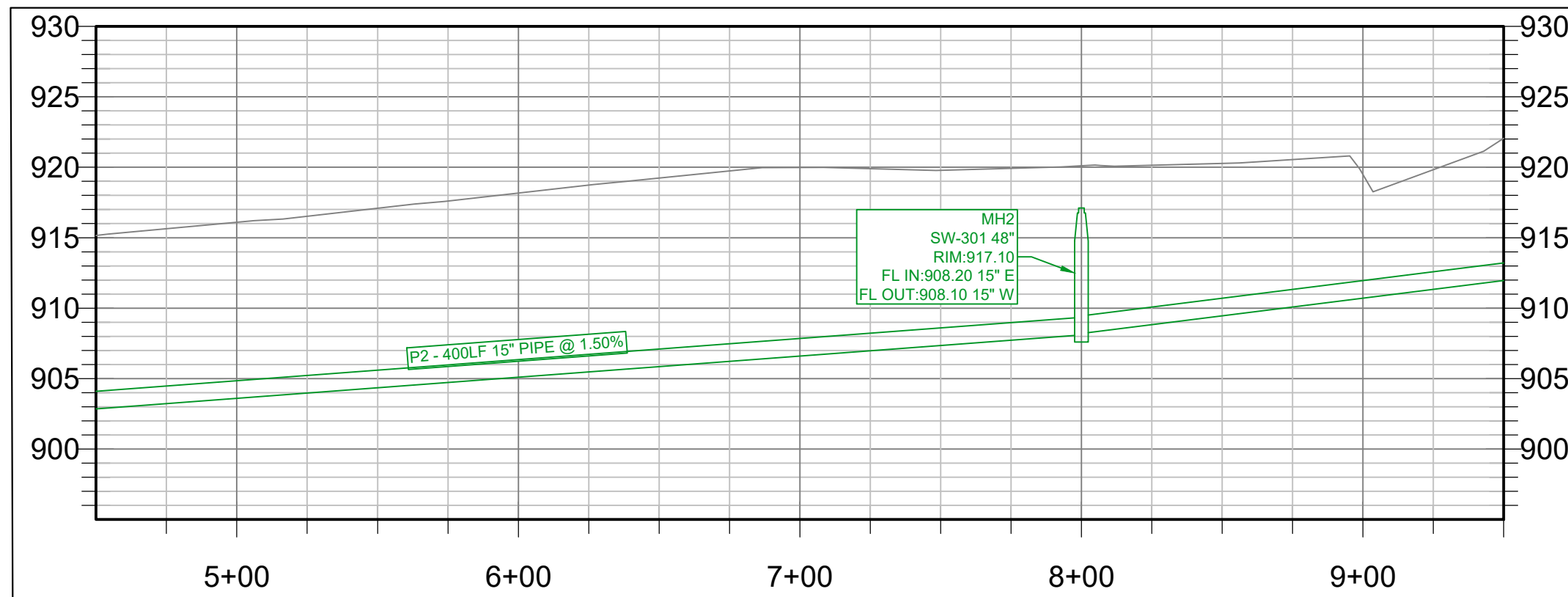
Plan and Profile

3

PROJECT ---



- NOTES:
- 1) REMOVE EXISTING FENCE, AND INSTALL TEMPORARY FENCE AS SHOWN. INSTALL NEW FENCE AT LOCATION OF EXISTING FENCE AT COMPLETION OF CONSTRUCTION.



DATE	REVISIONS		
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	☐ PERMIT	DRAWN	XXXXXXXXXX
	☐ FINAL	SCALE	1" = 50'
	☐ REVISED		
	☐ AS CONSTRUCTED		

HORIZONTAL SCALE
1" = 50'
VERTICAL SCALE
1" = 4'

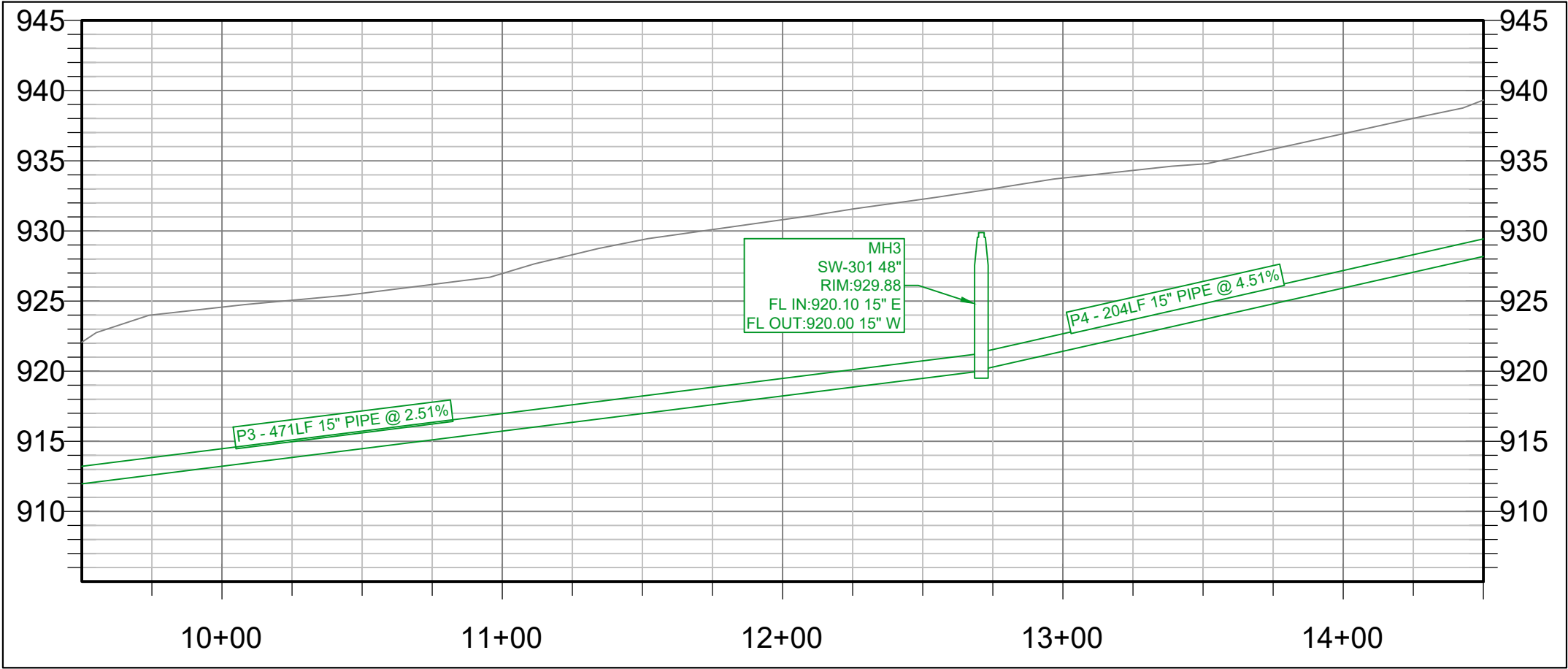
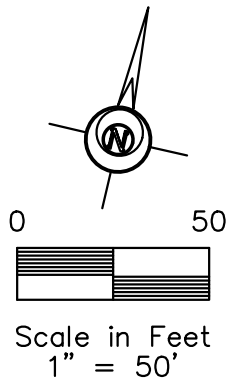
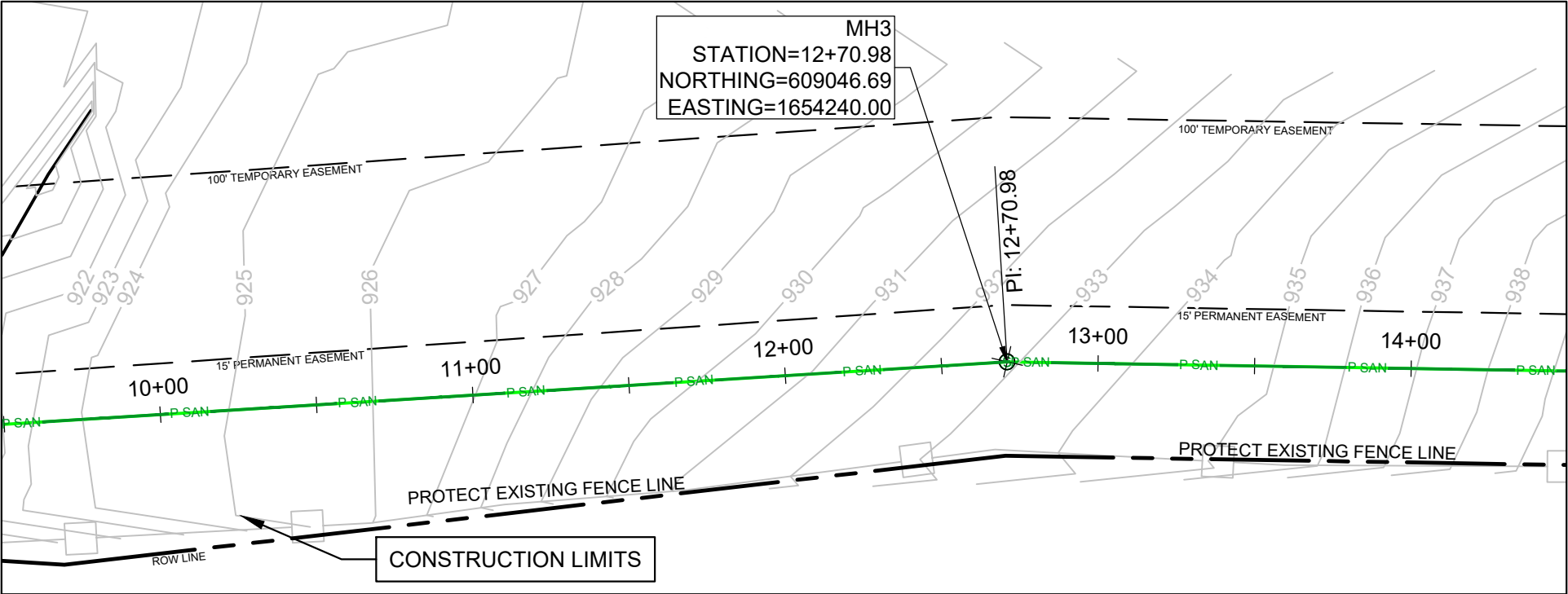


BONDURANT
SOUTHEAST TRUNK SEWER

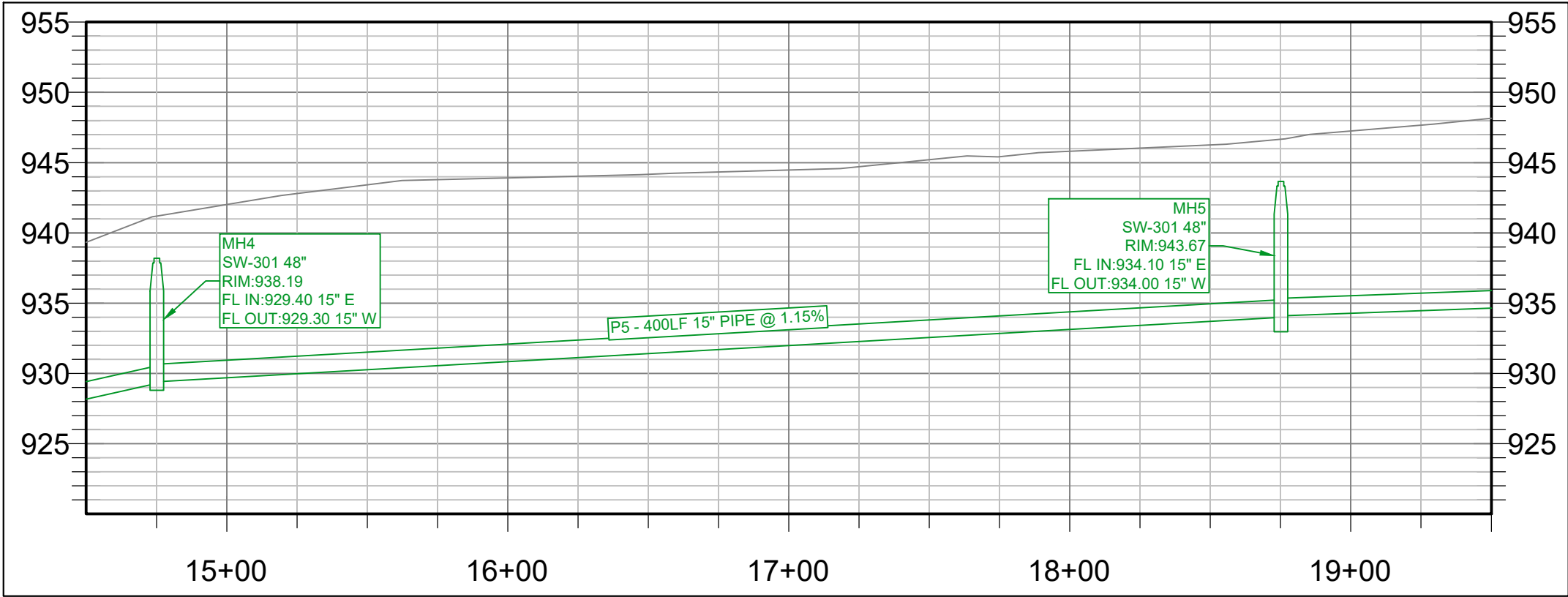
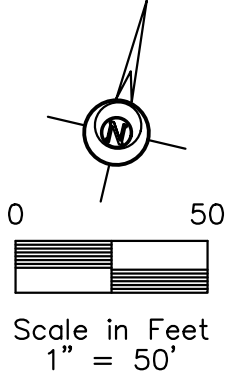
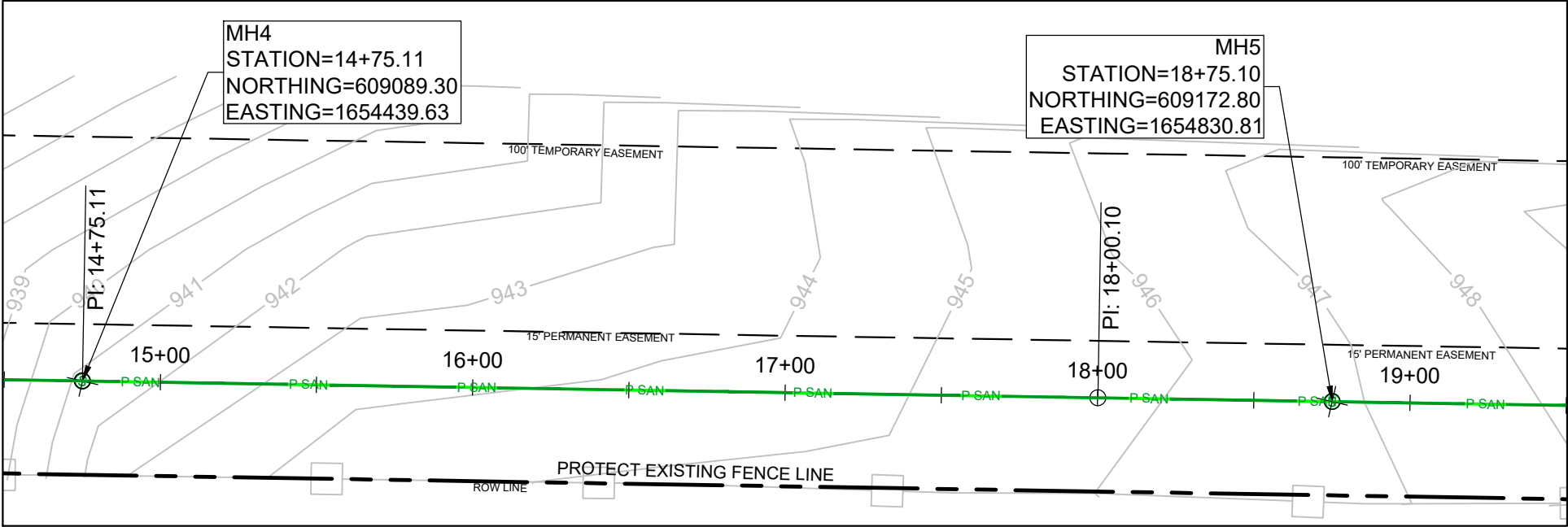
Plan and Profile

4

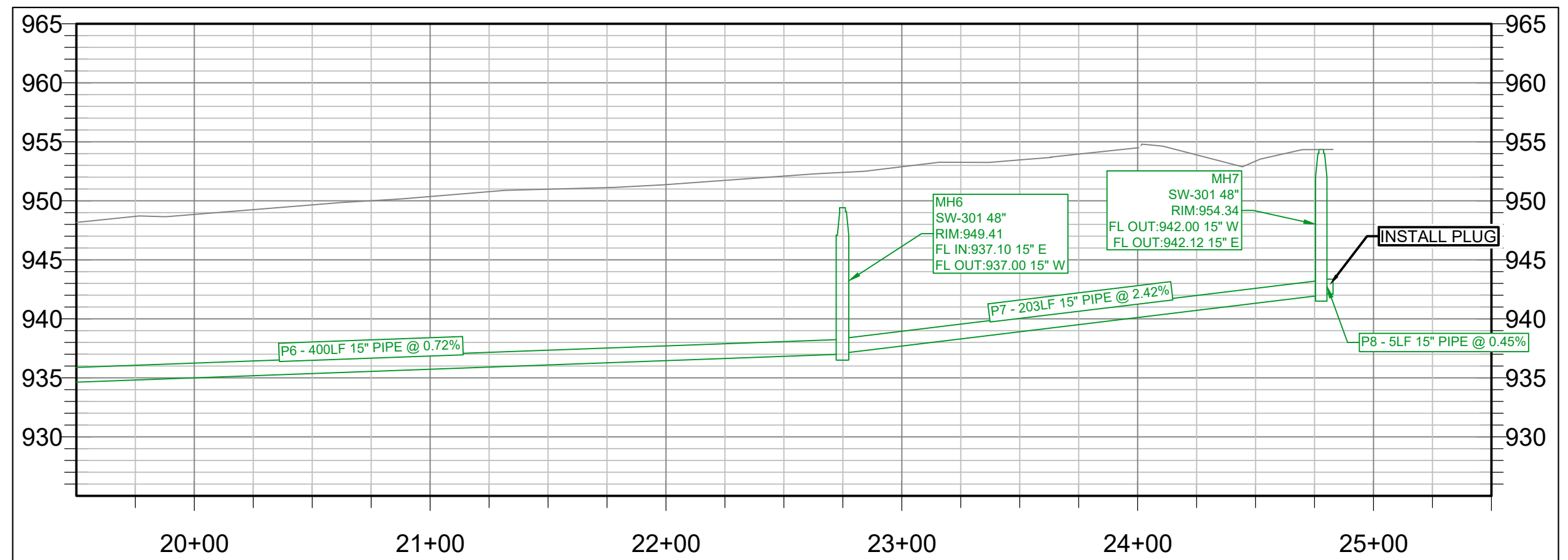
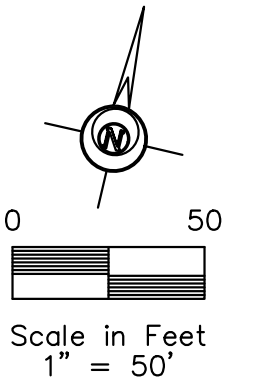
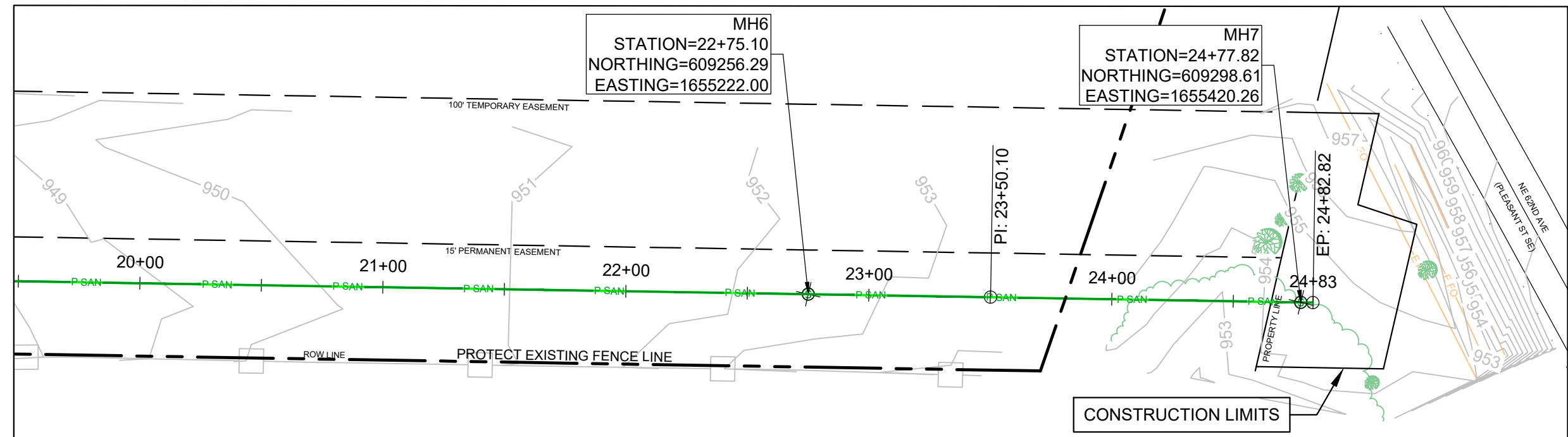
PROJECT ----



DATE	REVISIONS		DATE	11.05.25	HORIZONTAL SCALE 1" = 50'		BONDURANT SOUTHEAST TRUNK SEWER	Plan and Profile	5			
		☐ PRELIMINARY	DRAWN	XXXXXXXXXXXX								
		☐ PERMIT	SCALE	1" = 50'								
		☐ FINAL										
		☐ REVISED										
		☐ AS CONSTRUCTED			VERTICAL SCALE 1" = 4'							
PROJECT ----												



DATE	REVISIONS		DATE	11.05.25	HORIZONTAL SCALE 1" = 50'		BONDURANT SOUTHEAST TRUNK SEWER	Plan and Profile	6		
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		☐ PERMIT	SCALE	1" = 50'							
		☐ FINAL									
		☐ REVISED									
		☐ AS CONSTRUCTED			VERTICAL SCALE 1" = 4'						
PROJECT ----											



DATE	REVISIONS			HORIZONTAL SCALE 1" = 50' VERTICAL SCALE 1" = 4'	Greenwood Consulting	BONDURANT SOUTHEAST TRUNK SEWER	Plan and Profile	7 PROJECT ----
		☐ PRELIMINARY	DATE 11.05.25					
		☐ PERMIT	DRAWN XXXXXXXXXX					
		☐ FINAL	SCALE 1" = 50'					
		☐ REVISED						
		☐ AS CONSTRUCTED						

January 13, 2026

John Horton
Public Works Director
City of Bondurant
200 2nd Street NE
Bondurant, Iowa 50035

CITY OF BONDURANT
SOUTHEAST TRUNK SEWER
RECEIPT OF BIDS
RECOMMENDATION TO AWARD CONTRACT

The City of Bondurant received bids until 11:00 AM on January 13, 2026 for the Southeast Trunk Sewer. A total of nine bids were received as follows:

Thorpe Contracting, LLC	\$356,974.74
Evolution Contracting	\$405,989.00
Rognes Corporation	\$409,529.00
Absolute Group	\$429,483.00
Mainline Construction Inc.	\$432,262.00
Wynn Company, LLC	\$483,046.00
Iowa Pipe and Grading LLC	\$495,017.00
On Track Construction	\$524,995.00
S.M. Hentges & Sons Inc.	\$591,500.00

The apparent low bid was submitted by Thorpe Contracting LLC of Adel, Iowa in the amount of \$356,975.74.

The engineer's estimate of cost for construction of the project as adjusted for a minor change to meet the requirements of the WRA was \$509,265.00. The low bid by Thorpe Contracting LLC was 29.90% below the estimate of cost.

Thorpe Contracting LLC is a small to mid-sized contractor. The Southeast Trunk Sewer is well within the technical capability and experience of Thorpe Contracting LLC. Thorpe Contracting LLC has previously completed a project for the City of Bondurant.

The low bid by Thorpe Contracting LLC is responsive to the contract documents. The bid that is lower than the engineer's estimate of cost is attributable a very competitive bidding environment. There are several local contractors that are aggressively pursuing work for construction in the first half of calendar year 2026.

If the City of Bondurant elects to move forward with the project, it is recommended contract be awarded to Thorpe Contracting LLC in the amount of \$356,974.74 based on the bid received on January 13, 2026.

If you have any questions or comments concerning the project, please contact the writer at 515-577-3661, or at bobveenstra49@gmail.com.

GREENWOOD CONSULTING, LLC

A handwritten signature in blue ink, appearing to read "H. R. Veenstra Jr.", with a stylized flourish at the end.

H. R. Veenstra Jr.

Enclosure

B.4

BID TABULATION
SOUTHEAST TRUNK SEWER
BONDURANT, IOWA

1 Construct Southeast Trunk Sewer for the following unit and lump sum prices:				Engineers Estimate		Thorpe Contracting, LLC PO Box 220 Adel, IA 50003		Evolution Contracting 4350 Capitol Cir. Grimes, IA 50111		Rognes Corp 1609 N. Ankeny Blvd Ste 210 Ankeny, IA 50023		Absolute Group PO Box 430 Granger, IA 50109	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Sanitary Sewer - Trenched, 15"	LF	2463	\$ 155.00	\$ 381,765.00	\$ 102.79	\$ 253,171.77	\$ 105.00	\$ 258,615.00	\$ 123.00	\$ 302,949.00	\$ 116.00	\$ 285,708.00
2	Sanitary Sewer - Trenched, 16" DI	LF	20	155.00	3,100.00	248.86	4,977.20	402.00	8,040.00	286.00	5,720.00	280.00	5,600.00
3	Manholes, Type SW-301, 48" Diameter	EA	8	8,000.00	64,000.00	5,224.20	41,793.60	5,300.00	42,400.00	5,380.00	43,040.00	6,055.00	48,440.00
4	Connection to Existing Manhole	EA	1	5,000.00	5,000.00	11,771.77	11,771.77	39,500.00	39,500.00	16,660.00	16,660.00	11,650.00	11,650.00
5	Field Title Replacement - Up to 12"	LF	200	40.00	8,000.00	7.32	1,464.00	33.50	6,700.00	23.00	4,600.00	52.00	10,400.00
6	Rip-Rap	TON	140	60.00	8,400.00	131.73	18,442.20	118.00	16,520.00	73.00	10,220.00	72.00	10,080.00
7	Seeding - SUDAS Type 2	ACRE	3	2,000.00	6,000.00	1,302.31	3,906.93	1,950.00	5,850.00	2,020.00	6,060.00	2,000.00	6,000.00
8	Construction Staking	LS	1	7,500.00	7,500.00	4,760.09	4,760.09	12,808.00	12,808.00	4,375.00	4,375.00	5,330.00	5,330.00
9	Trench Compaction Testing	LS	1	8,000.00	8,000.00	3,261.27	3,261.27	2,906.00	2,906.00	3,000.00	3,000.00	4,575.00	4,575.00
10	Erosion Control	LS	1	15,000.00	15,000.00	12,205.37	12,205.37	11,000.00	11,000.00	10,660.00	10,660.00	16,700.00	16,700.00
11	Traffic Control	LS	1	2,500.00	2,500.00	1,220.54	1,220.54	1,650.00	1,650.00	2,245.00	2,245.00	25,000.00	25,000.00
TOTAL BID (Items 1.1 - 1.11)				\$509,265.00		\$356,974.74		\$405,989.00		\$409,529.00		\$429,483.00	

1 Construct Southeast Trunk Sewer for the following unit and lump sum prices:				Mainline Construction Inc. 773 NE 47th Place Des Moines, IA 50313		Wynn Company, LLC 1502 LeClaire Street Warsaw, IL 62379		Iowa Pipe and Grading LLC 1588 Xenia Drive Ames, IA 50014		On Track Construction LLC 1435 West F Ave. Nevada, IA 50201		S. M. Hentges & Sons Inc. 650 Quaker Avenue Jordan, MN 55352	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Sanitary Sewer - Trenched, 15"	LF	2463	\$ 124.00	\$ 305,412.00	\$ 142.00	\$ 349,746.00	\$ 140.50	\$ 346,051.50	\$ 165.00	\$ 406,395.00	\$ 160.00	\$ 394,080.00
2	Sanitary Sewer - Trenched, 16" DI	LF	20	602.00	12,040.00	500.00	10,000.00	245.00	4,900.00	365.00	7,300.00	500.00	10,000.00
3	Manholes, Type SW-301, 48" Diameter	EA	8	7,200.00	57,600.00	8,000.00	64,000.00	7,155.00	57,240.00	4,975.00	39,800.00	8,500.00	68,000.00
4	Connection to Existing Manhole	EA	1	19,500.00	19,500.00	4,000.00	4,000.00	45,475.50	45,475.50	20,000.00	20,000.00	69,120.00	69,120.00
5	Field Title Replacement - Up to 12"	LF	200	30.00	6,000.00	20.00	4,000.00	15.00	3,000.00	18.00	3,600.00	50.00	10,000.00
6	Rip-Rap	TON	140	74.00	10,360.00	120.00	16,800.00	95.00	13,300.00	80.00	11,200.00	95.00	13,300.00
7	Seeding - SUDAS Type 2	ACRE	3	1,500.00	4,500.00	1,500.00	4,500.00	3,150.00	9,450.00	2,000.00	6,000.00	1,500.00	4,500.00
8	Construction Staking	LS	1	4,000.00	4,000.00	10,000.00	10,000.00	4,500.00	4,500.00	4,000.00	4,000.00	6,000.00	6,000.00
9	Trench Compaction Testing	LS	1	4,150.00	4,150.00	10,000.00	10,000.00	3,500.00	3,500.00	5,200.00	5,200.00	4,500.00	4,500.00
10	Erosion Control	LS	1	8,500.00	8,500.00	4,000.00	4,000.00	4,600.00	4,600.00	16,500.00	16,500.00	8,500.00	8,500.00
11	Traffic Control	LS	1	200.00	200.00	6,000.00	6,000.00	3,000.00	3,000.00	5,000.00	5,000.00	3,500.00	3,500.00
TOTAL BID (Items 1.1 - 1.11)				\$432,262.00		\$483,046.00		\$495,017.00		\$524,995.00		\$591,500.00	

I hereby certify that this is a true tabulation of bids
received on January 13, 2026 by the City
of Bondurant, Iowa

H. Robert Veenstra Jr., P.E.
Iowa License No. 9037
My license renewal date is December 31, 2026





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

Item No. 9.a.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution approving an Agreement with Iowa Audio Video for the City Chambers AV Control Upgrade

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The current AV system in the City Council Chambers was installed in 2020 as part of the City Hall renovation and addition project, which coincided with the onset of the pandemic. While the system initially met the City's needs, it is now aging out. Several components are no longer supported or manufactured, making maintenance and future repairs increasingly difficult.

In addition, staff have experienced ongoing challenges with outside presentations using the VIA pad, as well as limitations with the podium microphone. Organic conversation between Council and audience members is difficult, as microphones are required for comments to be heard clearly by virtual attendees, creating barriers to natural discussion during meetings and presentations.

Over the past several months, staff met with four to five AV companies and held multiple discussions to clearly define how the Chambers should function moving forward. The primary goals were to simplify the system, improve reliability, enhance usability for presenters and staff, and ensure that virtual attendees are just as present and engaged as those physically in the room. The proposal from Iowa Audio Video best meets these objectives by modernizing outdated equipment, streamlining controls, and improving audio and video quality for both in-person and virtual participation.

If approved, once a signed quote is received, the City will issue a down payment. Upon receipt of payment, equipment will be ordered, and system programming will begin. Installation is anticipated within approximately 4–8 weeks, dependent on scheduling and equipment availability.

Staff recommend approval of the proposal from Iowa Audio Video. This firm has successfully completed similar projects for the City of Urbandale, which has reported positive experiences with both the system and project support. Additionally, Iowa Audio Video has completed projects at the Iowa State Capitol, demonstrating experience with

complex public meeting environments. Approval will enable the City to maintain a reliable and user-friendly Council Chambers that supports effective hybrid meetings and public engagement.

FUNDING SOURCE: General Fund/Utility Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-28

CITY OF BONDURANT
RESOLUTION NO. 260120-28

RESOLUTION APPROVING AN AGREEMENT WITH IOWA AUDIO VIDEO FOR THE
CITY CHAMBERS AV CONTROL UPGRADE

WHEREAS, the City of Bondurant desires to upgrade the audio-visual control systems in the City Hall Council Chambers in order to improve usability, functionality, and overall audio and video performance; and

WHEREAS, Iowa Audio Video has submitted a proposal for a City Chambers AV Control Upgrade, which includes control system integration, microphone improvements, video distribution upgrades, wireless content sharing, rack and cable management, and related installation and programming services; and

WHEREAS, the proposal leverages existing infrastructure where feasible and provides for improved meeting operations and public accessibility; and

WHEREAS, the total cost of the proposed City Chambers AV Control Upgrade, including applicable taxes, is \$28,120.47; and

WHEREAS, City staff has reviewed the proposal and finds it to be in the best interest of the City of Bondurant;

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

1. The City Council hereby approves the agreement with Iowa Audio Video for the City Chambers AV Control Upgrade in the amount of \$28,120.47.
2. The Mayor is hereby authorized to execute the agreement and any related documents necessary to effectuate this resolution.
3. The City Clerk is authorized to process payment in accordance with the approved payment schedule and the terms of the agreement.
4. This resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Passed this 20th day of January 2026,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				



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

Item No. 9.b.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution approving the Bondurant Industrial Park Plat 2 Preliminary Plat

CONTACT PERSON:

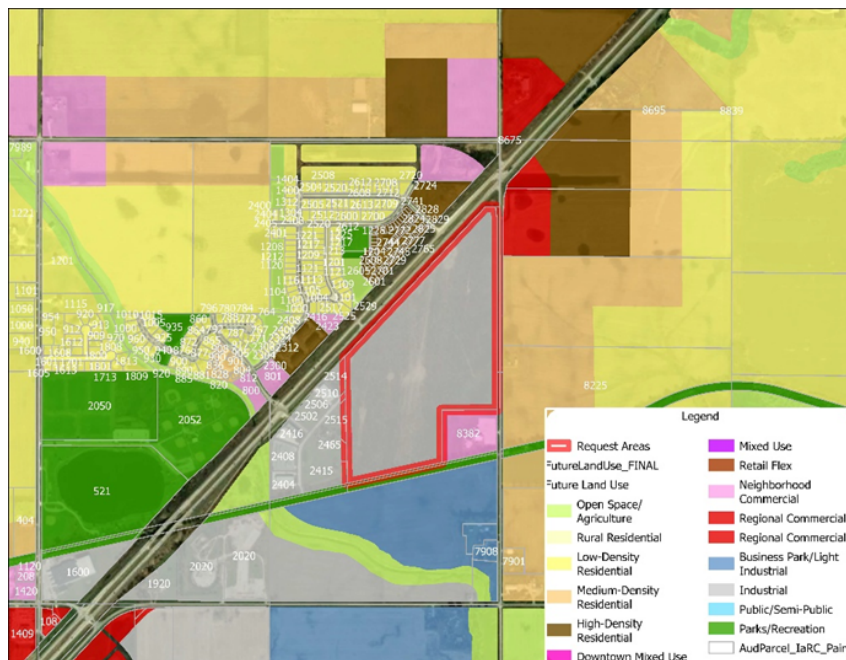
Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: For review by the City Council is the Bondurant Industrial Park Plat 2 Preliminary Plat. The preliminary plat owner and developer is Bondurant Business Park LLC, and the plat was submitted by Pelds Design Services. The Planning & Zoning Commission and City Council previously reviewed a similar version of the Bondurant Industrial Park Plat 2 Preliminary Plat in December 2023; however, that approval has since expired, and the developer is bringing the preliminary plat back for review in order to move forward with construction of Bondurant Industrial Park Plat 2 in 2026. The Bondurant Industrial Park Plat 2 is a certified industrial park through the Iowa Economic Development Authority, achieving such certification in June 2024. The preliminary plat proposes ten developable lots ranging in size from 1.37 acres to 14.51 acres, as well as Outlot Y, a 26.49-acre outlot that is not proposed for development at this time. If development is proposed within any portion of Outlot Y in the future, an updated plat will be required and brought back for review. The preliminary plat shows an extension of Robinson Avenue NE and the creation of a cul-de-sac named Warren Street NE. The Bondurant Industrial Park Plat 2 Preliminary Plat development area is outlined in red below.

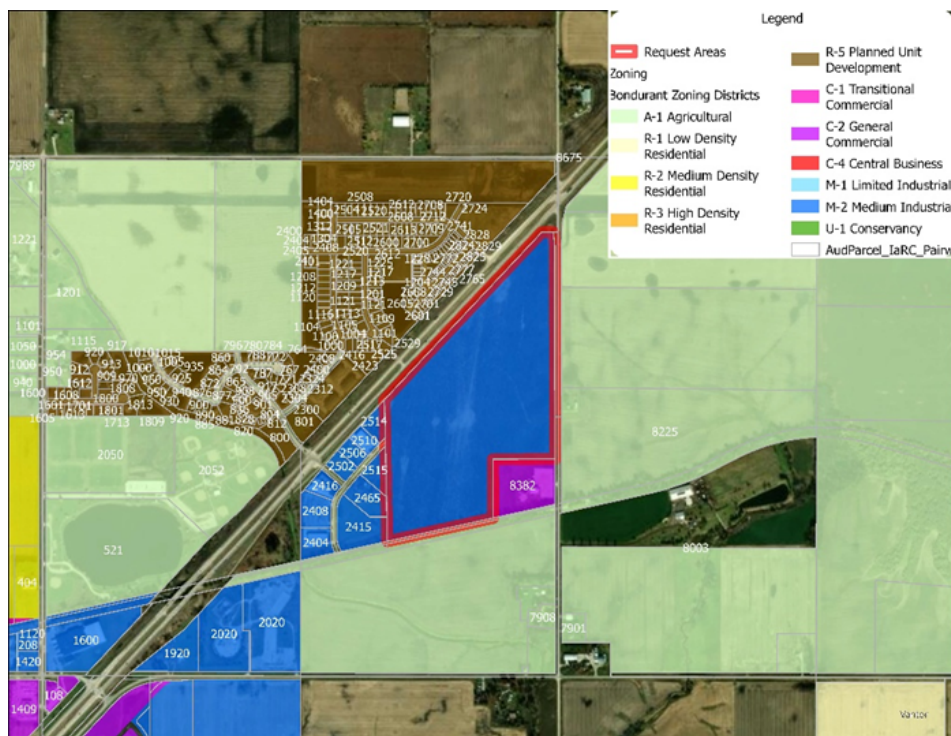


When considering preliminary plat requests, the Planning & Zoning Commission and City Council should take into account the following: the Comprehensive Plan/Future Land use Map, Zoning, Parkland Dedication, Streets, Pedestrian Connections, Utilities, the FEMA Floodplain, the City's Stream Buffer Ordinance, and Comments from City Officials and Private Utilities.

Comprehensive Plan/Future Land Use Map - the proposed industrial park development is consistent with the 2022 Future Land Use Map. The Bondurant Industrial Park Plat 2 is outlined below on the 2022 Future Land Use Map. In addition to consistency with the Future Land Use Map included in the Building Bondurant Comprehensive Plan, development of the certified Bondurant Industrial Park is also consistent with the following text of the Comprehensive Plan: Goal 9: Continue to grow Bondurant's industrial employment basement; and Policy 9D: Continue to identify and work with local property owners to market shovel-ready sites as well as certified sites.



Zoning - the Bondurant Industrial Park Plat 2 area is zoned M-2 Medium Industrial and will function as an extension of the existing Bondurant Industrial Park Plat 1, which is also zoned M-2. A detailed zoning analysis will be completed if and when site plans are submitted for individual lots. At a high-level review, all proposed lots appear to meet the applicable M-2 District bulk regulations, including no minimum lot area or width, a 30-foot front yard setback, 20-foot side yard setback, and 40-foot rear yard setback.



Parkland Dedication – parkland dedication is not required for industrial or commercial developments.

Streets – the preliminary plat proposes the extension of Robinson Avenue NE to the edge of Outlot Y. Lots 7-10 will have access on a cul-de-sac labeled as Warren Street NE.

The preliminary plat depicts a conceptual future intersection realignment located within Outlot Y. The alignment shown appears to reflect the Iowa Department of Transportation's preferred route as indicated by the Iowa Department of Transportation on September 4, 2025, and is included for planning and coordination purposes only. The depicted intersection realignment is a future City of Bondurant-initiated public improvement project and is not proposed to be designed or constructed by the developer as part of the subdivision. Approval of the preliminary plat does not constitute approval of the intersection realignment design, does not obligate the City of Bondurant to fund, design, permit, or construct the improvement, and does not create any vested right or entitlement for the developer. Any future intersection realignment shall be subject to separate City Council action, availability of funding, execution of applicable agreements, and all required approvals from the Iowa Department of Transportation and other applicable agencies.

Any site improvements, grading, utilities, access, or other development activities undertaken by the developer within the Bondurant Industrial Park Plat 2 that are located outside of Outlot Y and within areas that may be affected by the future intersection realignment shall be completed at the developer's sole risk. Approval of the preliminary plat does not obligate the City of Bondurant to modify, remove, replace, or compensate for any such improvements in connection with a future intersection realignment project.

Pedestrian Connections – the Chichaqua Valley Trail is shown on lots 1 and 6, this trail is existing. No other pedestrian connections are shown on the preliminary plat.

Utilities – the preliminary plat shows proposes water and sanitary sewer lines being extended from the Bondurant Industrial Park Plat 1 development. The proposed water line is an 8-inch line located on the south side of Robinson Avenue and the west side of Warren Street. The sanitary sewer line is an 8-inch line and located in the middle of the Robinson Avenue and Warren Street rights-of-way.

Staff has also noted to the developer that this property is within the following connection fee districts: (Partial) 2nd Street NE, Highway 65 to Eisenhower Drive NE/NE 88th Street Water Main Connection Fee District; Eisenhower Drive NE/NE 88th Street, Highway 65 to 2nd Street NE, Water Main Connection Fee District; Urban Service Area Sanitary Sewer Connection Fee District (Zone A).

FEMA Floodplain – This property is not subject to FEMA Floodplain requirements.

Stream Buffer Ordinance – This property is not subject to the City's Stream Buffer

Ordinance.

Comments from City Officials and Utilities - below is a summary of comments received:

- City Engineering – when V&K previously reviewed the Bondurant Industrial Park Plat 2 back in 2023, the below comments were received:

The preliminary plat notes a grinder pump may be required on Lot 19 in the eastern part of the plat due to the elevation of the sanitary sewer. It is generally preferable to avoid the development of lots that require a grinder pump. However, the elevation of the sanitary sewer to the Bondurant IP Plat 2 is controlled by the existing sanitary sewer. The details regarding sewer service will be reviewed during the construction plan review.

- Veenstra & Kimm, Inc. does not believe an independent traffic study is necessary for this project. The primary impact of traffic from this project would be at the intersection of NE Hubbell Avenue and Eisenhower Drive NE. Issues relating to that intersection are better addressed when the City is ready to move forward with the design of the intersection improvements.
- Veenstra & Kimm, Inc. does not believe it is necessary at this time to require construction of the right turn lane on NE Hubbell Avenue at the entrance to Bondurant Industrial Park. When the Bondurant Industrial Park was constructed provisions for a right turn lane were included. Under current Iowa Department of Transportation policy of offset right turn lanes it would appear a right turn lane on northbound NE Hubbell Avenue would need to be shifted farther to the east than accommodated in the original design. It may be preferable to defer the right turn lane if there is any potential for the intersection to be signalized at a future date. If the intersection is signalized a parallel right turn lane could be constructed at that time.

- Public Works – reviewed and indicated no comments/concerns beyond what is already reflected in the streets section related to the intersection realignment project.
- Emergency Services – reviewed and indicated no comments/concerns.

The preliminary plat depicts a conceptual future intersection realignment located within Outlot Y. The alignment shown appears to reflect the Iowa Department of Transportation's preferred route as indicated by the Iowa Department of Transportation on September 4, 2025, and is included for planning and coordination purposes only. The depicted intersection realignment is a future City of Bondurant-initiated public improvement project and is not proposed to be designed or constructed by the developer as part of the subdivision; AND

Any site improvements, grading, utilities, access, or other development activities undertaken by the developer within the Bondurant Industrial Park Plat 2 that are located outside of Outlot Y and within areas that may be affected by the future intersection realignment shall be completed at the developer's sole risk. Approval of the preliminary plat does not obligate the City of Bondurant to modify, remove, replace, or compensate for any such improvements in connection with a future intersection realignment project; AND

Approval of the preliminary plat does not constitute approval of the intersection

realignment design, does not obligate the City of Bondurant to fund, design, permit, or construct the improvement, and does not create any vested right or entitlement for the developer. Any future intersection realignment shall be subject to separate City Council action, availability of funding, execution of applicable agreements, and all required approvals from the Iowa Department of Transportation and other applicable agencies.

The Planning and Zoning Commission voted 6-0 to recommend approval of the preliminary plat at their January 8, 2026 meeting. The Commission voted to recommend approval with the stipulation the preliminary plat is updated to show pedestrian sidewalks shown on at least one side of the proposed streets.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-29
2. Letter of Intent
3. Major Preliminary Plat Application
4. Preliminary Plat
5. SWMP

CITY OF BONDURANT
RESOLUTION NO. 260120-29

RESOLUTION APPROVING THE BONDURANT INDUSTRIAL PARK PLAT 2
PRELIMINARY PLAT

WHEREAS Pelds Design Services submitted the Bondurant Industrial Park Plat 2 Preliminary Plat; AND

WHEREAS the owner/developer is Bondurant Business Park LLC; AND

WHEREAS this is a subdivision within Bondurant's city limits described as follows:

THE E ½ LYING SOUTHEAST OF HUBBELL AND NORTHWEST OF THE RAILROAD RIGHT OF WAY, LESS ROAD, SECTION 29, TOWNSHIP 80N, RANGE 22 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS PARCEL E OF THE PLAT OF SURVEY FILED SEPTEMBER 28, 2006 IN BOOK 11311, PAGE 218 IN THE OFFICE OF THE POLK COUNTY RECORDER, POLK COUNTY, IOWA EXCEPT PARCEL 2017-43 OF THE PLAT OF SURVEY FILED MAY 16, 2017 IN BOOK 16480, PAGE 392 IN THE OFFICE OF THE POLK COUNTY RECORDER, BEING A PAR OF THE SE ¼ OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

WHEREAS the preliminary plat area is zoned M-2 Medium Industrial; AND

WHEREAS the preliminary plat depicts a conceptual future intersection realignment located within Outlot Y. The alignment shown appears to reflect the Iowa Department of Transportation's preferred route as indicated by the Iowa Department of Transportation on September 4, 2025, and is included for planning and coordination purposes only. The depicted intersection realignment is a future City of Bondurant-initiated public improvement project and is not proposed to be designed or constructed by the developer as part of the subdivision; AND

WHEREAS any site improvements, grading, utilities, access, or other development activities undertaken by the developer within the Bondurant Industrial Park Plat 2 that are located outside of Outlot Y and within areas that may be affected by the future intersection realignment shall be completed at the developer's sole risk. Approval of the preliminary plat does not obligate the City of Bondurant to modify, remove, replace, or compensate for any such improvements in connection with a future intersection realignment project; AND

WHEREAS approval of the preliminary plat does not constitute approval of the intersection realignment design, does not obligate the City of Bondurant to fund, design, permit, or construct the improvement, and does not create any vested right or entitlement for the developer. Any future intersection realignment shall be subject to separate City Council action, availability of funding, execution of applicable agreements, and all

required approvals from the Iowa Department of Transportation and other applicable agencies.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Bondurant Industrial Park Plat 2 Preliminary Plat is hereby approved subject to the following City Code/Policy clarification item:

1. The Preliminary Plat be updated to included sidewalks located one side of proposed streets.

BE IT FURTHER RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Bondurant Industrial Park Plat 2 Preliminary Plat is hereby approved subject to additional language from City legal counsel as deemed appropriate to fully execute the provisions detailed in the *Whereas* clauses of this resolution.

Passed this 20th day of January 2026,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				

12/23/2025

City of Bondurant
200 2nd Street NE
Bondurant, IA 50035

RE: Bondurant Industrial Park, Plat 2 – Project Narrative

Dear Planning Department,

On behalf of the developer, Bondurant Business Park LLC, we are pleased to submit the preliminary plat for the 78.41 acre parcel at the southwest corner of NE Hubbell Avenue & NE 88th Street. 3 parcels of residential property along 60th street in West Des Moines. The addresses of the 3 properties are 224, 246, and 286.

The current zoning of this property is **M-2 Medium Industrial District**. The Future Land Use and Comprehensive Plan Land use designation is also **Industrial**.

The site will be platted with 10 lots, two street lots and an Outlot. Construction documents conforming to city standards will be prepared in conjunction with the Pre/Plat and Final platting process.

We look forward to working with city staff to complete this project to the highest standards.

Sincerely,



Elara Jondle, PE



City of Bondurant Subdivision Review Process



Preliminary Plat Phase. Preliminary Plats are reviewed by the Planning & Zoning Commission and City Council. The application fee for a Minor Preliminary Plat is \$75 + \$10 per lot. The application fee for a Major Preliminary Plat is \$150 + \$10 per lot. A Minor Preliminary Plat is any subdivision with no proposed streets and fewer than 4 lots. Please check with the City of Bondurant prior to Preliminary Plat submittal to see if a Traffic Impact Study prepared by Veenstra & Kimm will be required as part of the review and approval process. Preliminary Plat review process:

- Preliminary Plat Application to be submitted to Maggie Murray, Planning & Community Development Director, at planning@cityofbondurant.com.
- The Planning & Zoning Commission will review and vote on a recommendation for City Council's consideration. The Planning & Zoning Commission meets the 2nd Thursday of the month. Preliminary Plat Applications, considered complete by City staff, must be submitted at least 2 weeks prior to a Commission meeting in order to be placed on the agenda.
- Upon receiving a recommendation from the Commission, City Council will review the Preliminary Plat at their next meeting. City Council meets the 1st and 3rd Monday of the month.

Construction Drawings Phase. After the Preliminary Plat has been reviewed and approved by City Council, the developer may move forward with submittal of their Construction Drawings. Construction Drawings are reviewed administratively for code compliancy. Reminders:

- Submit Construction Drawings to Maggie Murray at planning@cityofbondurant.com. Items to be included as part of a Construction Drawings submittal include:
 - Construction Drawings.
 - [Grading Permit](#) and its required attachments and fee.
 - NPDES/MS4 Permit.
 - A Lighting Plan must be approved by the City prior to installation of street lighting. The City's follows residential street lighting standards as set forth by SUDAS' Design Manual, Chapter 11 – Street Lighting.

Final Plat Phase. Final Plats are reviewed by City Council. The application fee for a Minor Final Plat is \$75. The application fee for a Major Final Plat is \$150. Final Plats are reviewed by City Council.

- Final Plat Application to be submitted to Maggie Murray at planning@cityofbondurant.com.
- The following items must be addressed prior to City Council's consideration of a Final Plat:
 1. Public Works has conducted its final inspection of the public infrastructure and public parkland (where applicable) – to schedule a final inspection, please contact John Horton, Public Works Director, at jhorton@cityofbondurant.com.
 2. Documentation of the required 4-year Maintenance Bonds have been submitted to John Horton at jhorton@cityofbondurant.com.
 3. As-Builts have been submitted to Maggie Murray at planning@cityofbondurant.com. The City requires the following forms of as-builts: a hard copy, a pdf, and a GIS shapefile.

For questions, please contact Maggie Murray, Planning & Community Development Director, at planning@cityofbondurant.com or at (515) 630-6985

City of Bondurant - Preliminary Plat Application Form



Preliminary Plat Name: Bondurant Industrial Park (BIP) - Plat 2

Minor or Major Preliminary Plat: Major

A Minor Subdivision is a subdivision with no streets and less than 4 lots.

APPLICANT:

Developer/Owner Name: Bondurant Business Park LLC

Signature: _____

Street Address: 2540 73rd Street

City, State: Urbandale, IA 50322

Telephone: 515-333-1954

Email Address: Sasi@ParamountLandIA.com

ENGINEER:

Engineer's Name: Elara Jondle (Pelds Design Services)

Engineer's Signature: Elara Jondle Digitally signed by Elara Jondle
DN: cn=Sasi, o=ELARA@PELDS.COM, o=Pelds
Design Services, cn=Elara Jondle
Date: 2025.12.23 14:44:42 -0800

Street Address: 2323 Dixon Street

City, State: Des Moines, Iowa

Telephone #: 515-265-8196

Email Address: Elara@Pelds.com

Total # of Lots (including Outlots): 15

Preliminary Plat Application Fee Included with Application: \$300

The application fee for a Minor Preliminary Plat is \$75 + \$10 per lot. The application fee for a Major Preliminary Plat is \$150 + \$10 per lot.

Range of Lot Sizes (Smallest-Biggest): 1.37 AC - 19.65 AC

Smallest Width of Lot Frontage Proposed (Measured at Building Setback Line): 135'

of Acres in Preliminary Platting Area: 80.75 AC

If Applicable, # of Dwellings Proposed:

- **Total # of Single-Family, Duplex, Triplex, or Townhome Dwellings:** N/A
- **Total # of Multi-Family Dwellings:** N/A
- **Amount of Public Parkland Dedication Area Required:** N/A
Please contact Maggie Murray at planning@cityofbondurant.com for assistance with calculating.
- **Please indicate if the developer will be meeting this minimum public parkland dedication requirement or if they will be opting for the payment-in-lieu option?:** Payment-in-lieu

Documents to be Submitted with Preliminary Plat Submittal:

- ☒ Completed Preliminary Plat Application Form, including completed Checklist.
- ☐ Preliminary Plat Application Fee
- ☒ Preliminary Plat
- ☒ Project Narrative (described in Checklist)
- ☒ Stormwater Management Plan
- ☐ Traffic Impact Study (if required)

Date Preliminary Plat Application Submitted to City: _____

For questions, please contact Maggie Murray, Planning & Community Development Director, at planning@cityofbondurant.com or at (515) 630-6985

City of Bondurant - Preliminary Plat Application Form

Preliminary Plat Checklist – to be completed by Applicant’s Engineer:

- ☒ Preliminary Plat submittal includes two hard copies ([Section 180.07.1](#)). Please also email an electronic version of all submittal materials to Maggie Murray at planning@cityofbondurant.com.
- ☒ Preliminary Plat includes scale ([Section 180.07.1](#)).
- ☒ Preliminary Plat notes date document was prepared ([Section 180.07.2.B](#)).
- ☒ Preliminary Plat includes point of compass ([Section 180.07.2.C](#)).
- ☒ Preliminary Plat includes legal description ([Section 180.07.2.E](#)).
- ☒ Preliminary Plat notes name, address, and contact information of Owner/Developer ([Section 180.07.2.F](#)).
- ☒ Preliminary Plat notes name, address, and contact information of Engineer ([Section 180.07.2.G](#)).
- ☒ Preliminary Plat includes a vicinity sketch showing the relationship of the plat to its general surroundings ([Section 180.07.2.R](#)).
- ☒ Preliminary Plat includes name, certification, and seal of registered land surveyor ([Section 180.07.2.W](#)).
- ☒ Preliminary Plat includes benchmark information indicating city datum being used ([Section 180.07.2.X](#)).
- ☒ Preliminary Plat shows existing buildings, railroads, and utilities ([Section 180.07.2.H](#)).
- ☒ Preliminary Plat shows locations and widths of all existing and proposed rights-of-way and streets in or adjoining the area being subdivided ([Section 180.07.2.I](#)).
- ☐ Preliminary Plat shows that 5'-wide sidewalks will exist on both sides of all streets within the platting area ([Section 180.05.4.D](#)).
- ☒ Preliminary Plat shows locations and names of existing adjoining subdivisions and the names of the adjoining acreage parcels ([Section 180.07.2.J](#)).
- ☒ Preliminary Plat notes zoning classification(s) ([Section 180.07.2.P](#)).
- ☒ Preliminary Plat labels lot numbers ([Section 180.07.2.S](#)).
- ☒ Preliminary Plat shows dimensions of all lot lines and notes the square footage of each lot ([Section 180.07.2.N](#)).
- ☒ Preliminary Plat shows zoning setbacks of each lot ([Section 180.07.2.K](#)).
- ☐ Preliminary Plat labels lot widths at required building setback lines ([Section 175.02.98](#)).
- ☒ Preliminary Plat shows that corner lots are at least 80'-wide, measured at required setback line ([Section 180.05.3.A](#)).
- ☒ Preliminary Plat shows that the street intersections proposed are as nearly at right angles as possible ([Section 180.05.1.D](#)).
- ☒ Preliminary Plat shows that at street intersections, block corners are rounded with a radius of not less than 15', unless at any one intersection a curve radius has been previously established, then such radius shall be used as a standard ([Section 180.05.2.B](#)).
- ☒ Preliminary Plat shows that if any cul-de-sacs are proposed, such cul-de-sacs are not longer than 600' ([Section 180.05.1.E](#)).
- ☒ Preliminary Plat shows that no block will be longer than 1,320' ([Section 180.05.2.A](#)).
- ☒ Preliminary Plat shows that no double frontage lots (excluding corner lots) will exist unless such double frontage lots are specifically allowed. Allowable double frontage lots include: corner lots, lots where the rear frontage is situated along a major street or highway, or larger commercial or industrial lots ([Section 180.05.3.B](#)).
- ☒ Preliminary Plat shows that no flag lots are proposed ([Section 180.05.3.E](#)).
- ☒ If more than 10 lots are proposed, Preliminary Plat must show that no new lots will access directly onto an existing public street, but will instead face onto and be accessed by a new street designed for that purpose ([Section 180.05.3.G](#)).

City of Bondurant - Preliminary Plat Application Form

- ☐ Preliminary Plat clearly indicates any area that is proposed to be dedicated for public use ([Section 180.07.2.L](#)).
- ☐ If applicable, Preliminary Plat includes calculation of minimum public parkland dedication area required and total public parkland area proposed ([Section 180.06.5](#)).
- ☐ Preliminary Plat's public parkland dedication area does not include any of the following areas for inclusion as part of the parkland dedication area: floodplains, floodways, stormwater detention areas/ponds, and steep slopes ([Section 180.06.6](#)).
- ☐ Preliminary Plat lists the percentage of the public parkland dedication area that is capable of development as active recreation area as it being sufficiently level and uninterrupted by public or private utilities, streams, and drainage ditches ([Section 180.06.6](#)). Subdivision Code requires this percentage to be at least 75%.
- ☐ If applicable, Preliminary Plat shows the boundaries of FEMA floodplain areas ([Section 165](#)).
- ☐ If applicable, Preliminary Plat shows areas subject to the City's Stream Buffer Ordinance Map ([Section 167](#)).
- ☒ Preliminary Plat shows contour lines at intervals of not more than 2' ([Section 180.07.2.M](#)).
- ☒ Preliminary Plat shows the following proposed utilities: source of water supply to each lot, provision for sewage disposal to each lot, and provision for stormwater drainage ([Section 180.07.2.Q](#)). Water mains must be at least 8" in size ([Section 180.05.4.E](#)), unless otherwise specifically required by the City's adopted Infrastructure Plans.
- ☒ Preliminary Plat shows that hydrants are not spaced greater than 350' apart ([Section 180.05.4.E](#)).
- ☒ Preliminary Plat acknowledges that utilities proposed will be underground ([Section 180.05.4.F](#)). This underground requirement excludes electric lines in excess of 15,000 volts and also incidental appurtenances, such as transformers, pedestals mounted in terminal boxes, meters, and meter cabinets.
- ☒ Preliminary Plat shows the location, character, and dimension of all existing and proposed easements ([Section 180.07.2.V](#)).
- ☒ Preliminary Plat shows all existing site features and proposed water courses ([Section 180.07.2.Y](#)).
- ☒ Preliminary Plat submittal includes submittal of a Stormwater Management Plan ([Section 180.07.2.U](#)). This Stormwater Management Plan must be a detailed report setting forth the design parameters for any water detention facility required to reduce the release rate to a 5-year release rate. The report must include the initial analysis of the storm sewer system and overland flow to ensure the Stormwater Management Plan is adequate to accommodate the runoff from a 5-year storm in storm sewers with overland flow paths to accommodate the runoff from a 100-year storm without adverse ponding. For questions on this Stormwater Management Plan, please contact Bob Veenstra, City Engineer, at bveenstra@v-k.net.
- ☐ Preliminary Plat shows location(s) of cluster mailbox area(s) proposed ([Section 140.04](#)). Cluster mailboxes shall be located between the sidewalk and curb, must be located outside of the 25'x25' intersection visibility area, and must be located at least 5' away from any driveway.
- ☐ Preliminary Plat submittal includes submittal of a Traffic Impact Study, if applicable ([Resolution 190916-120](#)).
- ☐ Preliminary Plat submittal includes a narrative that demonstrates how the plat proposed is consistent with the City's [Future Land Use Map](#); the [Parks, Trails & Greenway Master Plan](#); Infrastructure Plans; and/or the general goals and policies of the [Comprehensive Plan](#) ([Section 180.07.2.AA](#)).

SEC. 29-T80N-R22W
BONDURANT, IA 50322

54.27 ACRES (2,363,875 SQ.FT.)

EXISTING: M-2 MEDIUM INDUSTRIAL

NORTH: STREET ROW
EAST: A-1
SOUTH: C-1 AND A-1
WEST: M-2

FRONT SETBACK: 30
INTERIOR SIDE SETBACK: 20
REAR SETBACK: 50

EXISTING: NONE

NO SIGNS ARE PROPOSED AT THIS TIME

ALL DISTURBED AREAS SHALL BE SEEDED OR SODDED.
THE DISTURBED AREA FOR THIS SITE IS GREATER THAN 1 ACRE, THEREFORE A NPDES PERMIT IS
REQUIRED.

A GEOTECHNICAL REPORT IS UNAVAILABLE AT THIS TIME

THIS SITE IS NOT A LUST SITE

PER FEMA MAP #19153C0235F, THE SITE IS LOCATED IN ZONE X, WHICH DESCRIBES AREAS OF MINIMAL FLOOD HAZARD

PER FAA NOTICE CRITERIA TOOL, SITE DOES NOT EXCEED NOTICE CRITERIA UP TO 100 FT HEIGHT
(FOR POSSIBLE CRANE HEIGHT) AND THEREFORE FILING WITH THE FAA IS NOT REQUIRED

THE DETENTION BASINS SHALL BE PRIVATELY OWNED AND MAINTAINED

FOR

THE E 1/2 LYING SOUTHEAST OF HUBBELL AND NORTHWEST OF THE RAILROAD RIGHT OF WAY, LESS ROAD, SECTION 29, TOWNSHIP 80N, RANGE 22 WEST OF THE 5TH M.P., POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS PARCEL E OF THE PLAT OF SURVEY FILED SEPTEMBER 28, 2006 IN BOOK 11311, PAGE 218 IN THE OFFICE OF THE POLK COUNTY RECORDER, POLK COUNTY, IOWA, EXCEPT PARCEL 2017-43 OF THE PLAT OF SURVEY FILED MAY 16, 2017 IN BOOK 16480, PAGE 392 IN THE OFFICE OF THE POLK COUNTY RECORDER, BEING A PART OF THE SE 1/4 OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH M.P., POLK COUNTY, IOWA.

11

10

NE HUBBELL AVE

1

2

3

4

5

9

NE 88TH ST

6

7

8

SITE LOCATION

- 1) BONDURANT BUSINESS PARK LLC
2514 ROBINSON AVE NE
LOT 1, BONDURANT INDUSTRIAL PARK
1.36 ACRES
- 2) SKOL HOLDINGS LLC
2515 ROBINSON AVE NE
LOT 11, BONDURANT INDUSTRIAL PARK
1.90 ACRES
- 3) SKOL HOLDINGS LLC
2465 ROBINSON AVE NE
LOT 10, BONDURANT INDUSTRIAL PARK
2.58 ACRES
- 4) BONDURANT BUSINESS PARK LLC
2415 ROBINSON AVE NE
LOT 9, BONDURANT INDUSTRIAL PARK
4.53 ACRES
- 5) IRISHMAN ACRES LLC
8382 NE 88TH ST
PARCEL 2017-43
7.71 ACRES
- 6) MICHAEL E UGULINI
46.84 ACRES
- 7) STEPHEN P ROSS
61.50 ACRES
- 8) IOWA LAMB FARM LLC
8225 NE 88TH ST
47.10 ACRES
- 9) DAVID J ROSS
73.19 ACRES
- 10) FEATHERSTONE PLAT 1
39.87 ACRES
- 11) FEATHERSTONE PLAT 2
43.71 ACRES

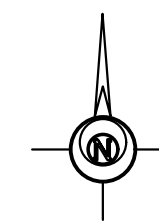
CITY OF BONDURANT
200 2ND ST NE BOX 37
BONDURANT, IOWA 5050035
PROJECT CONTACT: ISAAC PEZLEY
PHONE: (515) 967-2418
EMAIL: IPEZLEY@CITYOFBONDURANT.COM

PELDS DESIGN SERVICES
2323 DIXON ST
DES MOINES, IOWA 50316
PROJECT CONTACT: ELARA JONDLE
PHONE: (515) 265-8196
EMAIL: ELARA@PELDS.COM

CITY OF BONDURANT
200 2ND ST NE BOX 37
BONDURANT, IOWA 5050035
PROJECT CONTACT: MAGGIE MURRAY
PHONE: 515-630-6985
EMAIL: PLANNING@CITYOFBONDURANT.COM

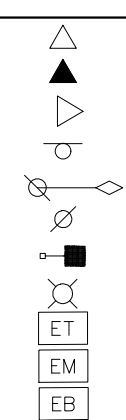
BONDURANT BUSINESS PARK LLC
2450 73RD STREET
URBANDALE, IOWA 50322
PROJECT CONTACT: SASI KARUTURI
PHONE: (515) 333-1954
EMAIL: SASI@PARAMOUNTLANDIA.COM

SCALE: 1" = 600'

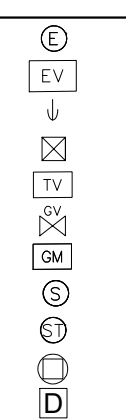


#	NAME	ELEVATION	N	E
1	100-TP1	962.037	623299.484	1658921.866
22	100-TP22-X	959.718	622626.781	1658734.744
23	100-TP23-X	957.525	621979.024	1658403.537
24	100-TP24-X	961.269	622812.317	1658908.721

F.F.	FINISHED FLOOR
+/-	MORE OR LESS
123.45G	GUTTER ELEVATION
123.45TC	TOP OF CURB ELEVATION
123.45/ <u>123.45</u>	EXISTING/ PROPOSED ELEVATION
FL	FLOWLINE ELEVATION
	CONTROL POINT
	CALCULATED CORNER
	FOUND CORNER



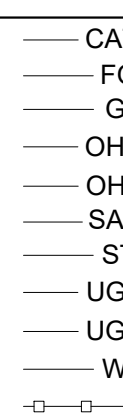
CALCULATED SECTION CORNER
FOUND SECTION CORNER
PARKING SPACE
SIGN
STREET LIGHT
POWER POLE
LIGHT POLE
AREA LIGHT
ELEC. TRANSFORMER
ELEC. METER
ELEC. BOX



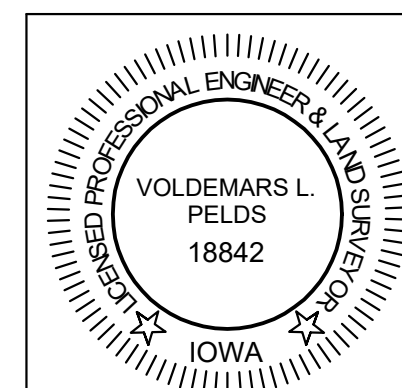
ELEC. MANHOLE
ELEC. VAULT
GUY ANCHOR
UTILITY PEDESTAL
CABLE TV JUNCTION BOX
GAS VALVE
GAS METER
SANITARY SEWER MANHOLE
STORM SEWER MANHOLE
CLEANOUT
DOWNSPOUT



SINGLE INTAKE
 AREA INTAKE
 THROAT INTAKE
 FLARED END SECTION
 VALVE
 FIRE HYDRANT
 WATER METER
 WATER VALVE
 WATER TEE
 — PROPOSED UTILITY LINE
 — EXISTING UTILITY LINE



TV	—	CABLE TELEVISION
O	—	FIBER OPTIC
G	—	GAS LINE
HE	—	OVERHEAD ELEC.
HT	—	OVERHEAD TEL.
N	—	SANITARY SEWER
T	—	STORM SEWER
GE	—	UNDERGROUND ELEC.
GT	—	UNDERGROUND TEL.
W	—	WATER
□—□		FENCE LINE



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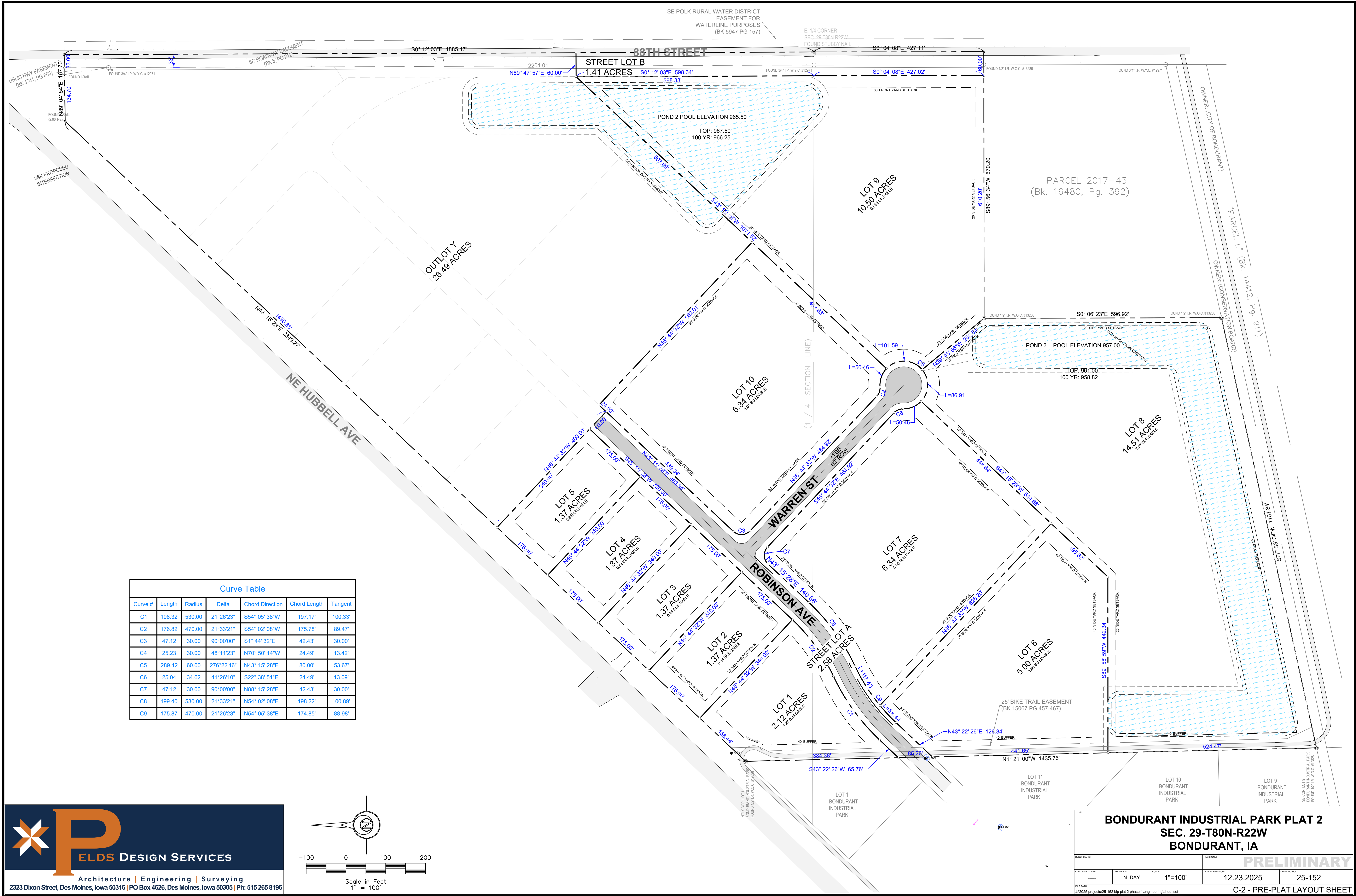
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BONDURANT, IA**

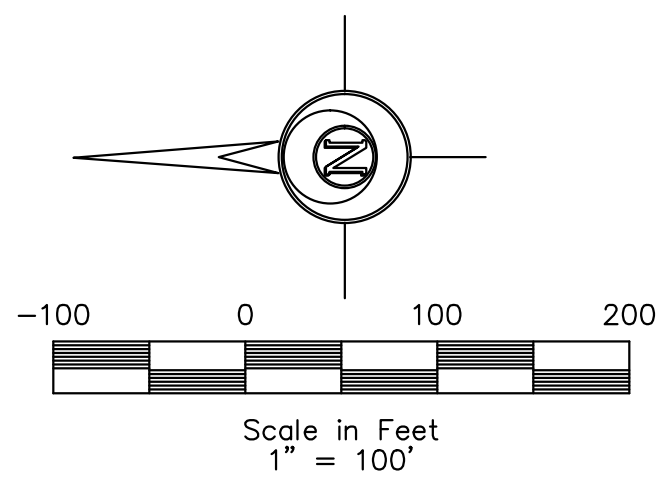
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Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	198.32	530.00	21°26'23"	S54° 05' 38"W	197.17'	100.33'
C2	176.82	470.00	21°33'21"	S54° 02' 08"W	175.78'	89.47'
C3	47.12	30.00	90°00'00"	S1° 44' 32"E	42.43'	30.00'
C4	25.23	30.00	48°11'23"	N70° 50' 14"W	24.49'	13.42'
C5	289.42	60.00	276°22'46"	N43° 15' 28"E	80.00'	53.67'
C6	25.04	34.62	41°26'10"	S22° 38' 51"E	24.49'	13.09'
C7	47.12	30.00	90°00'00"	N88° 15' 28"E	42.43'	30.00'
C8	199.40	530.00	21°33'21"	N54° 02' 08"E	198.22'	100.89'
C9	175.87	470.00	21°26'23"	N54° 05' 38"E	174.85'	88.98'



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SEC. 29-T80N-R22W

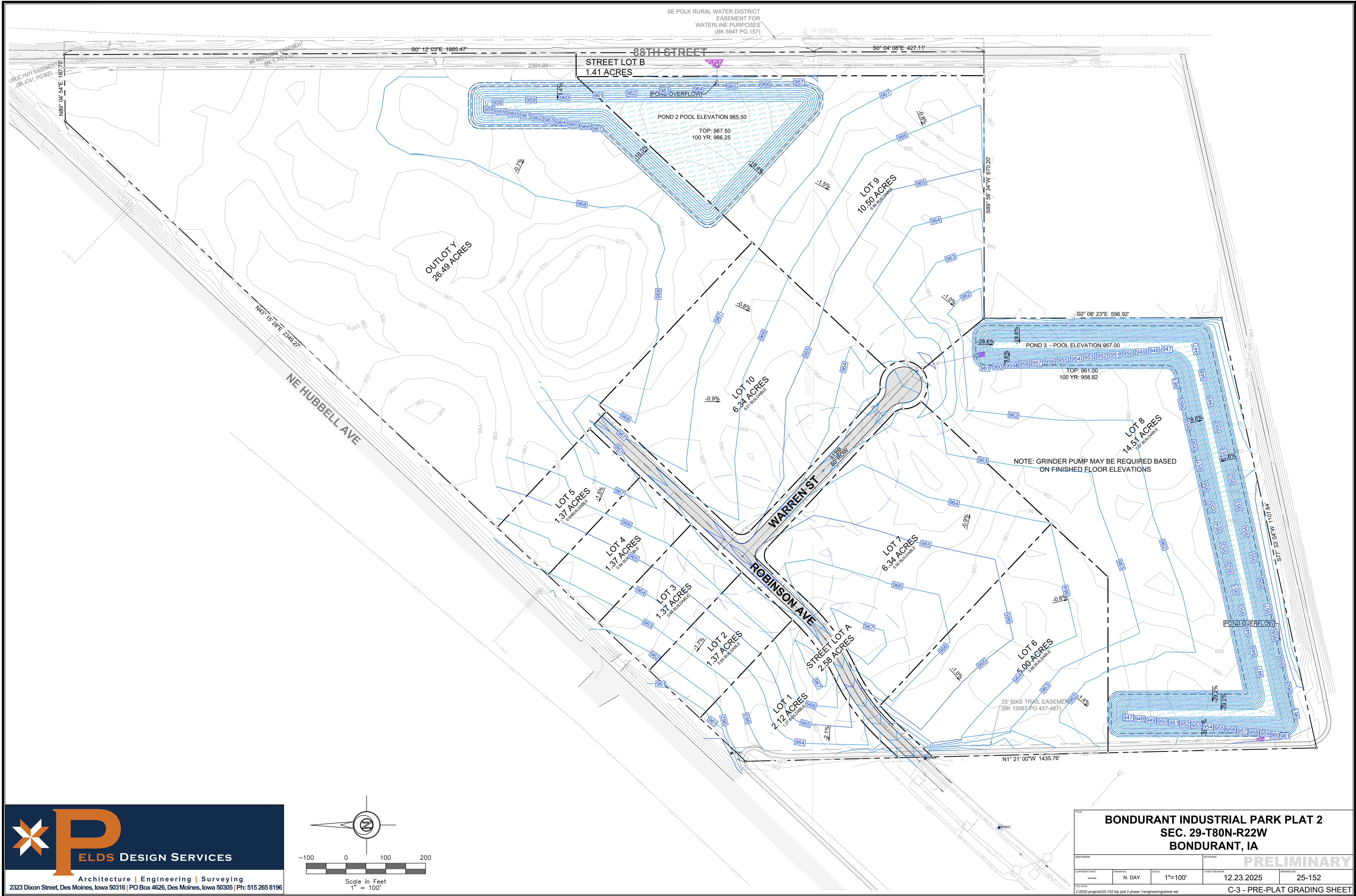
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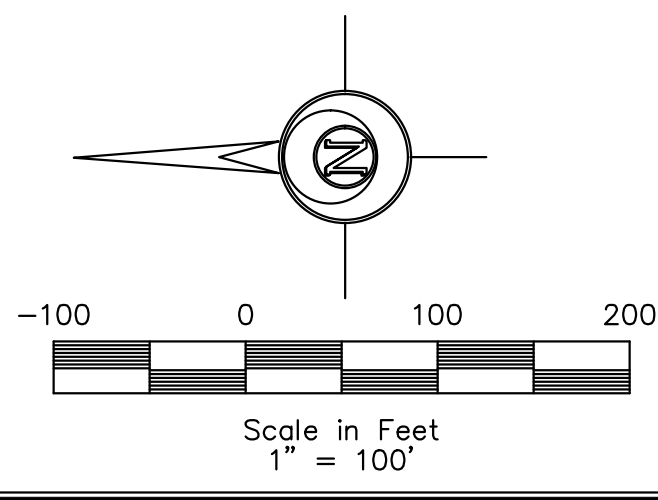
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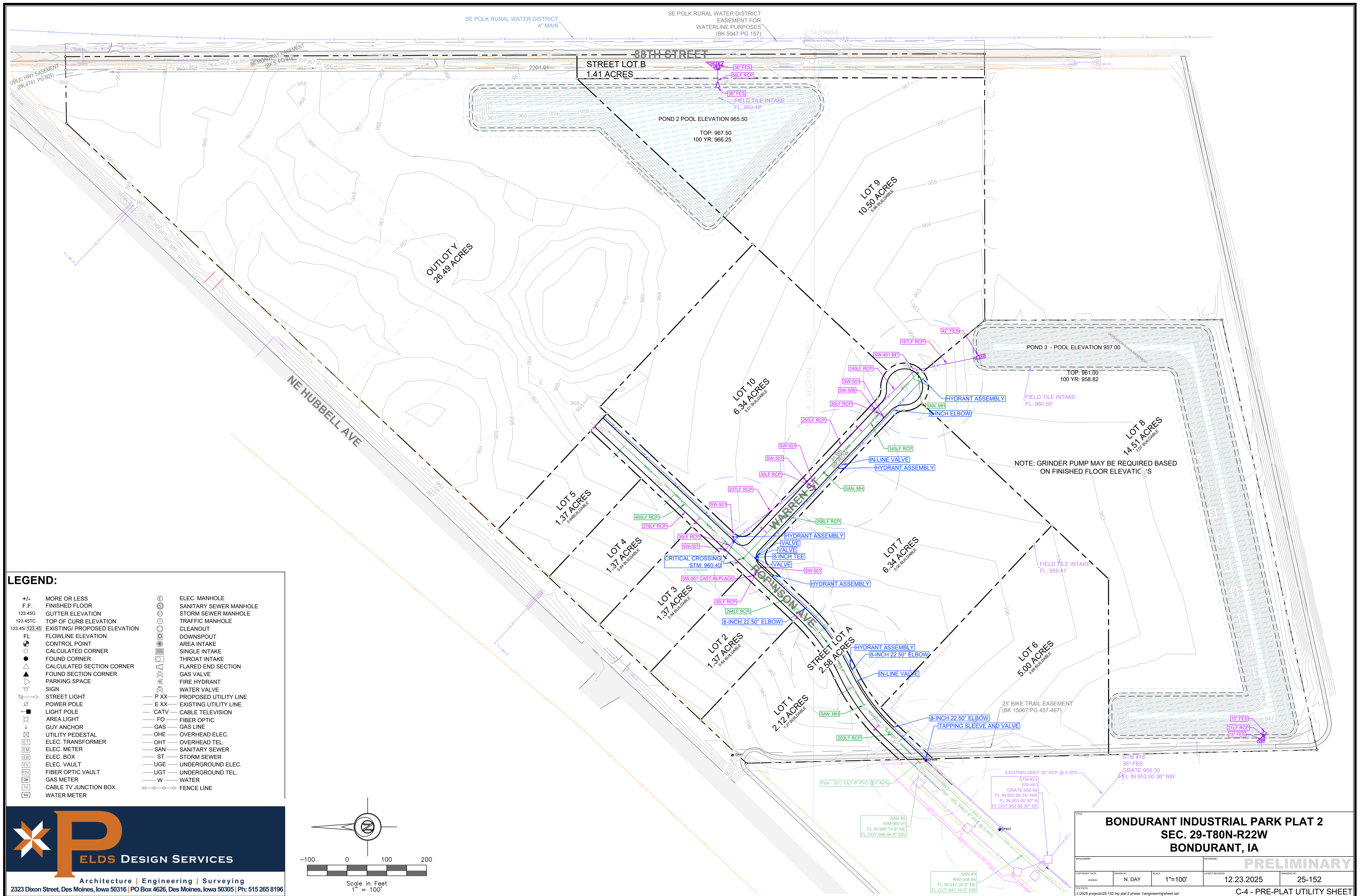
C-2 - PRE-PLAT LAYOUT SHEET



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STORM WATER MANAGEMENT PLAN

FOR

Bondurant Industrial Park Plat 2
SWC of NE Hubbell & NE 88th St
Bondurant, IA

By:

Pelds Design Services
Tyson Prentice, EIT
2323 Dixon Street
Des Moines, IA 50316

Submitted to:

City of Bondurant
200 2nd St NE Box 27
Bondurant, IA 50035

December 23, 2025

Pelds Project No. 25-152

Certification Page



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ELARA B JONDLE, P.E. IA. LIC. NO. 21394 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2027

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I. Project Summary

Approximately 54 acres is proposed to be developed as an industrial park with associated streets and infrastructure. The purpose of this report is to show the feasibility of providing stormwater management for the development of 54 acres.

Stormwater detention is being provided for each lot up to a curve number (CN) of 74. A detailed stormwater conveyance design will be needed for each lot as they are developed.

II. Summary of Project Impacts

The proposed grading and development of the site will increase runoff volumes and peak flows, and slightly change drainage patterns for the site. These effects are mitigated by detaining stormwater runoff, considering each watershed separately.

III. Pre-Project Conditions

The site in its existing condition has gentle slopes, and runoff generally flows in three directions. There is no clear outlet for runoff from portions of the site, although agricultural drainage tile does exist in the area. For the areas that flow to a low point with no outlet, a runoff direction was assumed. The three drainage areas are shown on the existing drainage map in **Appendix A**. Drainage area 2 near the southeast corner of the site, along 88th Street, is negligible.

Runoff from Outlot Y flows easterly through public right-of-way to the South Skunk River. Runoff from drainage area 3 is a majority of the site, which flows southwesterly through the detention basins in Bondurant Industrial Park Plat 1, which outlets to Santiago Creek. Runoff from drainage area 4 flows westerly within the public right-of-way to Santiago Creek. The site is currently used for agriculture. Curve numbers for straight row crops are used.

Soil group data was retrieved from Web Soil Survey (WSS). Soils on the site are variously classified as HSG B, B/D, and C/D. Soils are given a dual classification if they are in group D in their natural condition and another group if they are drained. Therefore, group D is used for dual classification soils for the existing condition and group B or C, respectively, is used for the proposed condition. The allowable release rates are based on existing conditions.

Table 1. Existing Site Conditions

Parameter	Drainage Area #2	Drainage Area #3	Drainage Area #4
Total Site Area (ac)	0.45	40.72	11.11
Weighted Curve Number	83	84	84
Time of Concentration (min)	28.61	70.33	46.12

IV. Proposed Site Conditions

The site will be developed with 10 industrial lots, two roads, green space, and two wet detention ponds. Drainage patterns are intended to be similar to the existing condition, and proposed release rates are calculated for each of the drainage areas within the three watersheds. A drainage area map is provided in **Appendix A**. Curve number and runoff calculations are provided in **Appendix B**.

Runoff from a part of Lot 9 will flow into Pond 2. Pond 2 will outlet into the public right-of-way and flow easterly to the South Skunk River.

Runoff from Lots 6-8, 10 and a part of Lot 9 will flow into Pond 3. This runoff will flow southwesterly through the detention basins in Bondurant Industrial Park Plat 1, which outlets to Santiago Creek. Runoff from Lots 1-5 will flow westerly within the public right-of-way to Santiago Creek.

On-site stormwater management will be required for Lots 1-5 and may be required for Lots 6-10. A detail stormwater conveyance design will be required as each lot develops. Detention is provided in Ponds 2 and 3 for Lots 6-10, using a curve number (CN) of 74.

Table 2. Proposed Site Conditions

Watershed	Drainage Area	Lot	Lot Area (ac)
WS 1	DA 2	Lot 9*	2.88
WS 3	DA 3	Lot 6	5.00
		Lot 7	6.34
		Lot 8	14.51
		Lot 9*	3.34
		Lot 10	6.34
	DA 6	-	-
	DA 7		
	DA 8		
	DA 9		
	DA 10		
	DA 15		
	DA 16		
	DA 17		
	DA 18		
WS 4	DA 4	Lot 1	2.12
		Lot 2	1.37
		Lot 3	1.37
		Lot 4	1.37
		Lot 5	1.37

*Lot drainage is split between two watersheds

V. Stormwater Modeling Information

Hydrology Studio was used to model runoff and route detention practices. Times of concentration were calculated using the TR55 velocity method. A minimum TC of 5 minutes is used. TC flow paths are shown in black on the drainage area maps in **Appendix A**, and calculations are provided in **Appendix B**.

A 24-hour Type II rainfall distribution was used for the analysis. The project is in Climatic Section 5 with rainfall depths shown in **Table 3** below. Curve numbers for the existing and proposed conditions are shown in **Table 4**. Curve numbers are calculated for the drainage areas in **Appendix B**.

Table 3. Design Rainfall Values

Storm Event	Rainfall
1-year	2.67
2-year	3.08
5-year	3.81
10-year	4.46
25-year	5.44
50-year	6.26
100-year	7.12

Table 4. NRCS Curve Numbers

Surface Cover	CN
Row-Crop HSG B	78
Row-Crop HSG D	89
Open Spaces HSG B	61
Open Spaces HSG C	74
Impervious Surfaces	98

A. Release Rate Calculations

The allowable release rate for each watershed during the 100-year storm is the existing release rate during the 5-year storm. Undetained areas are included in the proposed release rates. Runoff from Watershed 1 and 3 will be reduced with this development, as shown in **Table 5**. As lots develop and on-site stormwater management is provided, runoff from Watershed 4 will be reduced to meet existing runoff rates.

Table 5. Release Rate Calculation Summary

	Storm Event	Undetained Runoff Rate (cfs)	Proposed Runoff Rate (cfs)	Proposed Release Rate (cfs)	Allowable Release Rate (5-year Existing) (cfs)
Watershed 1	5-year	1.984	37.77	2.260	0.867
	100-year	5.227	105.6	7.096	
Watershed 3	5-year	1.042	88.65	1.384	44.26
	100-year	2.912	243.1	5.859	
Watershed 4	5-year	18.40	-	18.40	16.12
	100-year	51.44	-	51.44	
Site Total	5-year	21.426	126.42	22.044	57.80
	100-year	59.579	348.7	64.395	138.1

B. *Storm Sewer Capacity*

The storm sewer capacity was calculated using the Storm Sewer Design Tables from ISWMM. Pipes within the development were sized to carry runoff from the 100-year storm from areas within the Robinson Avenue right-of-way. Pipe within the Warren Street right-of-way were designed to carry runoff from the 100-year storm for areas within the right-of-way and the 5-year storm of areas within contributing lots.

Calculations are provided in **Appendix C**.

VI. Stormwater Management Approaches

There are two wet detention ponds proposed on-site. Pond 2 detains runoff from Watershed 1. Pond 3 detains runoff from Watershed 3. Pond 2 is an individual pond with a single outlet pipe. Pond 3 is an individual pond with a single outlet pipe. Stormwater detention is being provided for each lot up to a curve number (CN) of 74. Pond 2 has the capacity to provide detention for the future expansion of Robinson Avenue and that area south of Robinson Avenue, up to 16 acres of Outlot Y.

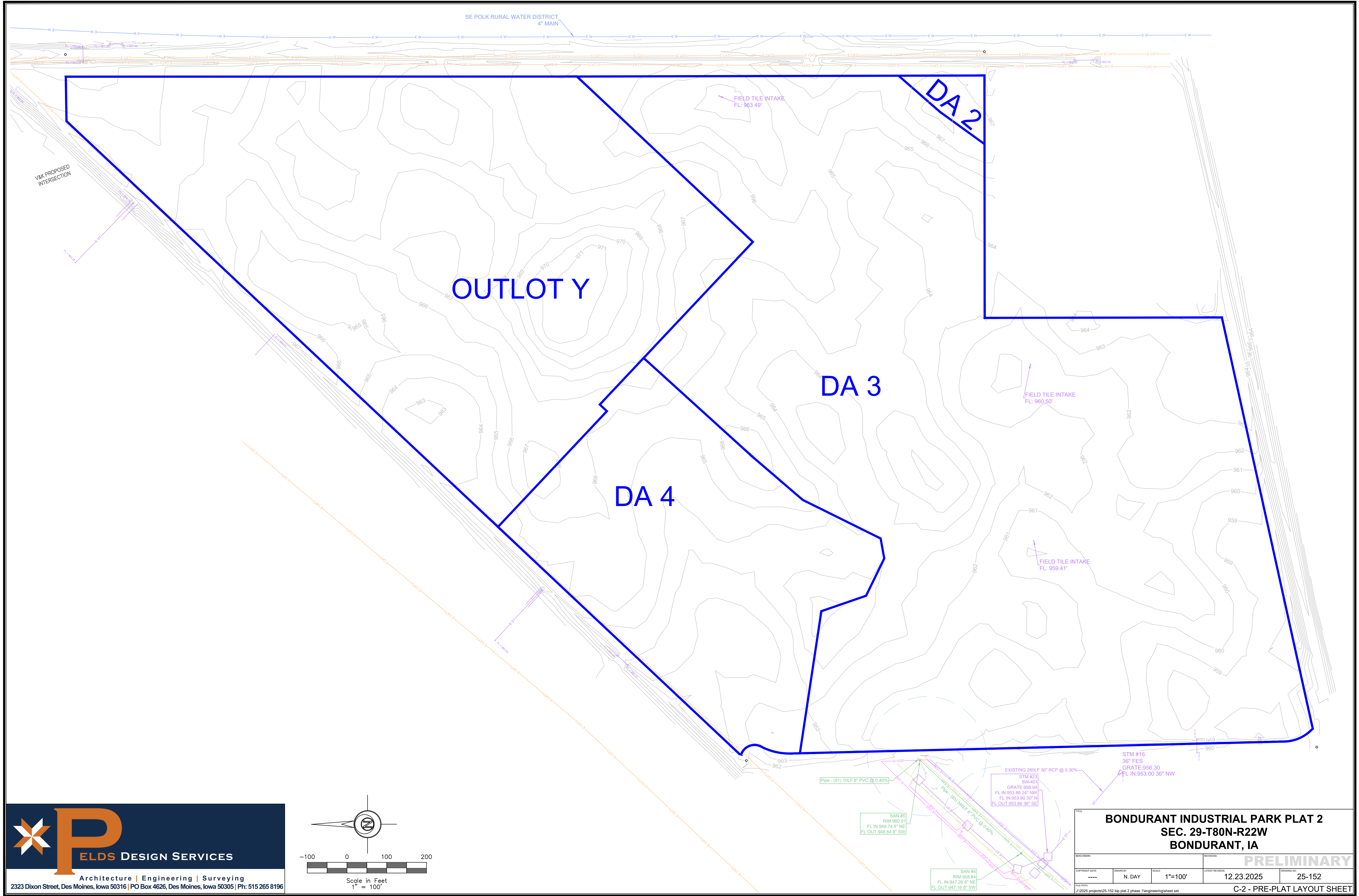
Detailed stormwater conveyance design will be needed for each lot as they develop and comply with the allowable release rates. Each lot will need to provide their on-site stormwater management design.

The ponds are described in **Table 6**.

Table 6. Stormwater Compliance Review

	100-Year Detention Volume	100-year Pool	Top of Pond	Outlet Pipe
Pond 2	137,185	966.26	967.50	36" RCP @ 0.1%
Pond 3	330,452	958.82	961.00	15" RCP @ 0.3%

Appendix A – Drainage Area Maps

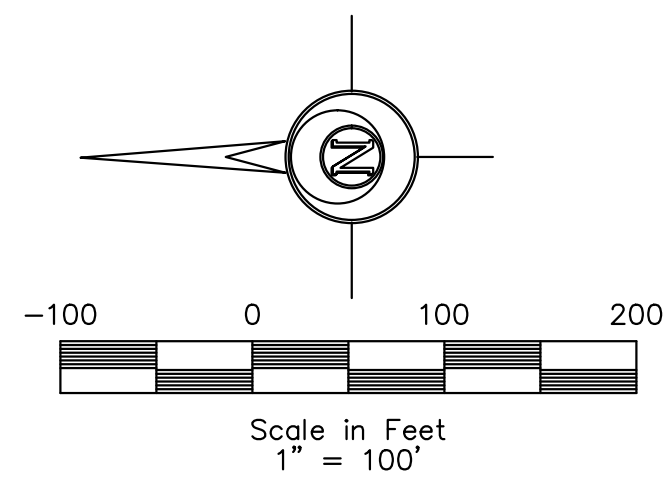




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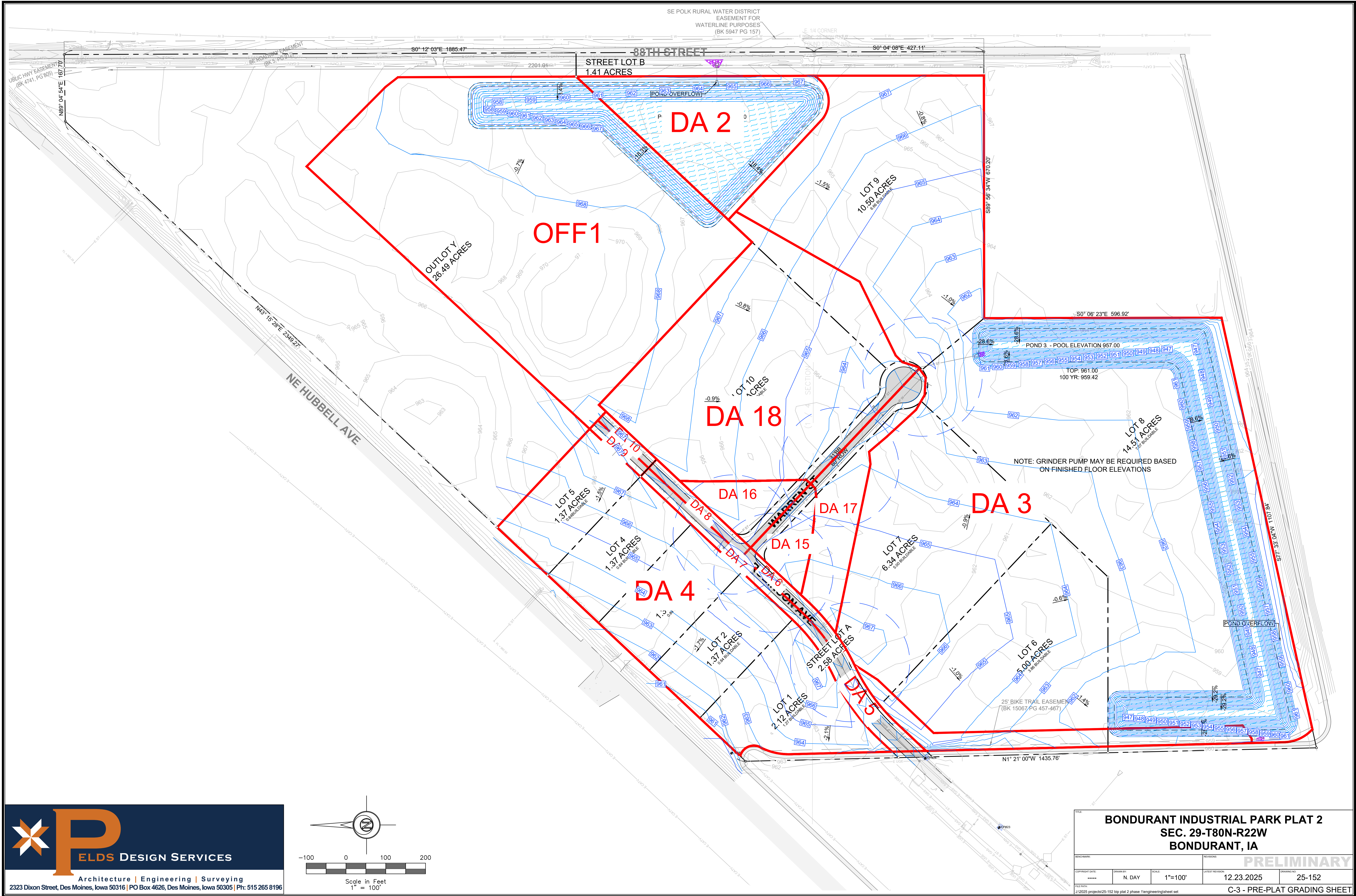
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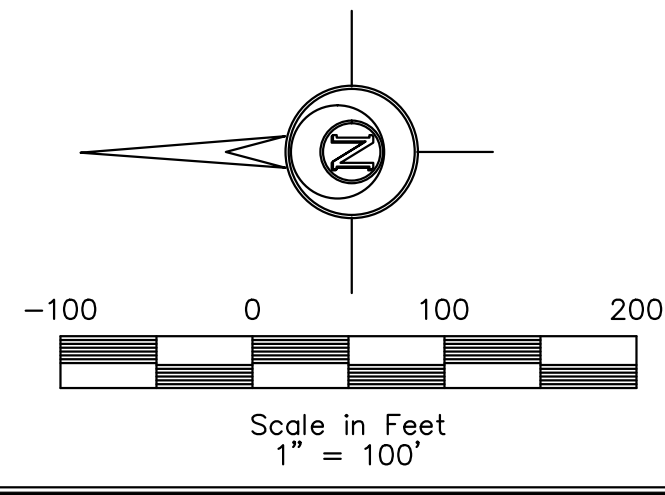




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Hydrology Studio v 3.0.0.40

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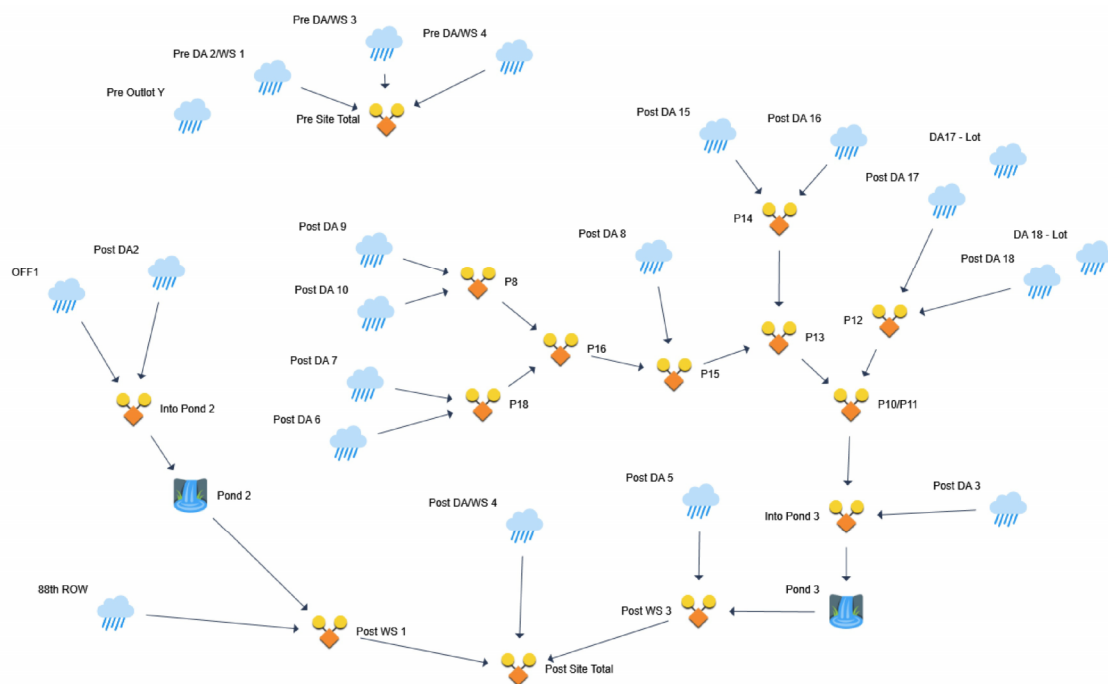
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Hydrograph by Return Period

Hydrology Studio v 3.0.0.40

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Hyd. No.	Hydrograph Type	Hydrograph Name	Peak Outflow (cfs)							
			1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr
1	NRCS Runoff	Pre DA 2/WS 1	0.477	0.612		0.867	1.100	1.457	1.759	2.077
2	NRCS Runoff	Pre DA/WS 3	24.41	31.36		44.26	56.09	74.24	89.60	105.8
3	NRCS Runoff	Pre DA/WS 4	8.932	11.45		16.12	20.41	27.00	32.57	38.42
4	Junction	Pre Site Total	31.96	41.00		57.80	73.24	96.95	117.0	138.1
5	NRCS Runoff	Post DA2	3.402	4.681		7.142	9.472	13.20	16.47	19.97
6	NRCS Runoff	Post DA 3	38.21	52.58		80.23	106.4	148.2	185.0	224.3
7	NRCS Runoff	Post DA/WS 4	8.765	12.06		18.40	24.40	34.00	42.44	51.44
8	NRCS Runoff	Post DA 5	0.496	0.683		1.042	1.381	1.925	2.402	2.912
9	NRCS Runoff	Post DA 6	0.586	0.725		0.977	1.202	1.541	1.824	2.120
10	NRCS Runoff	Post DA 7	1.099	1.364		1.844	2.275	2.926	3.469	4.037
11	NRCS Runoff	Post DA 8	0.540	0.667		0.898	1.104	1.415	1.675	1.946
12	NRCS Runoff	Post DA 9	0.279	0.348		0.473	0.585	0.755	0.897	1.046
13	NRCS Runoff	Post DA 10	0.279	0.348		0.473	0.585	0.755	0.897	1.046
14	NRCS Runoff	Post DA 15	0.402	0.509		0.703	0.880	1.148	1.373	1.609
15	NRCS Runoff	Post DA 16	0.363	0.450		0.607	0.747	0.959	1.137	1.322
16	NRCS Runoff	Post DA 17	0.800	0.986		1.322	1.622	2.075	2.452	2.846
17	NRCS Runoff	DA17 - Lot	1.618	2.227		3.398	4.506	6.278	7.835	9.498
18	NRCS Runoff	Post DA 18	0.800	0.986		1.322	1.622	2.075	2.452	2.846
19	NRCS Runoff	DA 18 - Lot	8.363	11.51		17.56	23.29	32.44	40.49	49.09
20	Junction	P8	0.559	0.697		0.946	1.171	1.511	1.794	2.091
21	Junction	P18	1.685	2.089		2.820	3.477	4.467	5.294	6.158
22	Junction	P14	0.765	0.958		1.310	1.627	2.108	2.510	2.930
23	NRCS Runoff	88th ROW	0.995	1.333		1.984	2.594	3.547	4.362	5.227
24	NRCS Runoff	OFF1	14.59	20.07		30.63	40.62	56.59	70.63	85.62
25	Junction	P16	2.244	2.786		3.767	4.647	5.978	7.088	8.249
26	Junction	P15	2.784	3.453		4.664	5.751	7.393	8.763	10.19
27	Junction	P13	3.549	4.411		5.974	7.378	9.500	11.27	13.13
28	Junction	P12	1.600	1.973		2.644	3.245	4.150	4.904	5.692
29	Junction	P10/P11	5.149	6.384		8.618	10.62	13.65	16.18	18.82
30	Junction	Into Pond 3	43.31	58.86		88.65	116.7	161.9	201.2	243.1
31	Pond Route	Pond 3	0.479	0.697		1.136	1.536	2.705	4.323	5.788
32	Junction	Post WS 3	0.589	0.841		1.384	1.955	2.926	4.376	5.859
33	Junction	Into Pond 2	17.99	24.75		37.77	50.09	69.79	87.10	105.6
34	Pond Route	Pond 2	0.245	0.342		0.625	0.937	1.558	2.175	2.943
35	Junction	Post WS 1	1.086	1.486		2.260	3.018	4.394	5.654	7.096
36	Junction	Post Site Total	10.19	14.08		21.64	28.86	40.40	50.42	61.07

Hydrology Studio v 3.0.0.40

12-23-2025

3

Hydrograph 1-yr Summary

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

Hyd. No.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cuft)	Inflow Hyd(s)	Maximum Elevation (ft)	Maximum Storage (cuft)
1	NRCS Runoff	Pre DA 2/WS 1	0.477	12.20	1,937	----		
2	NRCS Runoff	Pre DA/WS 3	24.41	12.60	179,938	----		
3	NRCS Runoff	Pre DA/WS 4	8.932	12.37	48,656	----		
4	Junction	Pre Site Total	31.96	12.57	230,531	1, 2, 3		
5	NRCS Runoff	Post DA2	3.402	11.97	6,921	----		
6	NRCS Runoff	Post DA 3	38.21	11.97	77,740	----		
7	NRCS Runoff	Post DA/WS 4	8.765	11.97	17,831	----		
8	NRCS Runoff	Post DA 5	0.496	11.97	1,009	----		
9	NRCS Runoff	Post DA 6	0.586	11.93	1,188	----		
10	NRCS Runoff	Post DA 7	1.099	11.93	2,223	----		
11	NRCS Runoff	Post DA 8	0.540	11.93	1,094	----		
12	NRCS Runoff	Post DA 9	0.279	11.93	565	----		
13	NRCS Runoff	Post DA 10	0.279	11.93	565	----		
14	NRCS Runoff	Post DA 15	0.402	11.97	812	----		
15	NRCS Runoff	Post DA 16	0.363	11.93	735	----		
16	NRCS Runoff	Post DA 17	0.800	11.93	1,624	----		
17	NRCS Runoff	DA17 - Lot	1.618	11.97	3,292	----		
18	NRCS Runoff	Post DA 18	0.800	11.93	1,624	----		
19	NRCS Runoff	DA 18 - Lot	8.363	11.97	17,014	----		
20	Junction	P8	0.559	11.93	1,130	12, 13		
21	Junction	P18	1.685	11.93	3,411	9, 10		
22	Junction	P14	0.765	11.93	1,548	14, 15		
23	NRCS Runoff	88th ROW	0.995	12.07	2,899	----		
24	NRCS Runoff	OFF1	14.59	11.97	29,678	----		
25	Junction	P16	2.244	11.93	4,541	20, 21		
26	Junction	P15	2.784	11.93	5,635	11, 25		
27	Junction	P13	3.549	11.93	7,183	22, 26		
28	Junction	P12	1.600	11.93	3,247	16, 18		
29	Junction	P10/P11	5.149	11.93	10,430	27, 28		
30	Junction	Into Pond 3	43.31	11.97	88,170	6, 29		
31	Pond Route	Pond 3	0.479	24.03	69,144	30	957.35	70,626
32	Junction	Post WS 3	0.589	11.97	70,153	8, 31		
33	Junction	Into Pond 2	17.99	11.97	36,599	5, 24		
34	Pond Route	Pond 2	0.245	24.00	31,045	33	965.61	27,122
35	Junction	Post WS 1	1.086	12.07	33,944	23, 34		
36	Junction	Post Site Total	10.19	11.97	121,928	7, 32, 35		

Hydrograph 1-yr Summary

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Hyd. No.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cuft)	Inflow Hyd(s)	Maximum Elevation (ft)	Maximum Storage (cuft)
37	NRCS Runoff	Pre Outlot Y	15.88	12.60	117,057	----		

Hydrograph Report

Hydrology Studio v 3.0.0.40

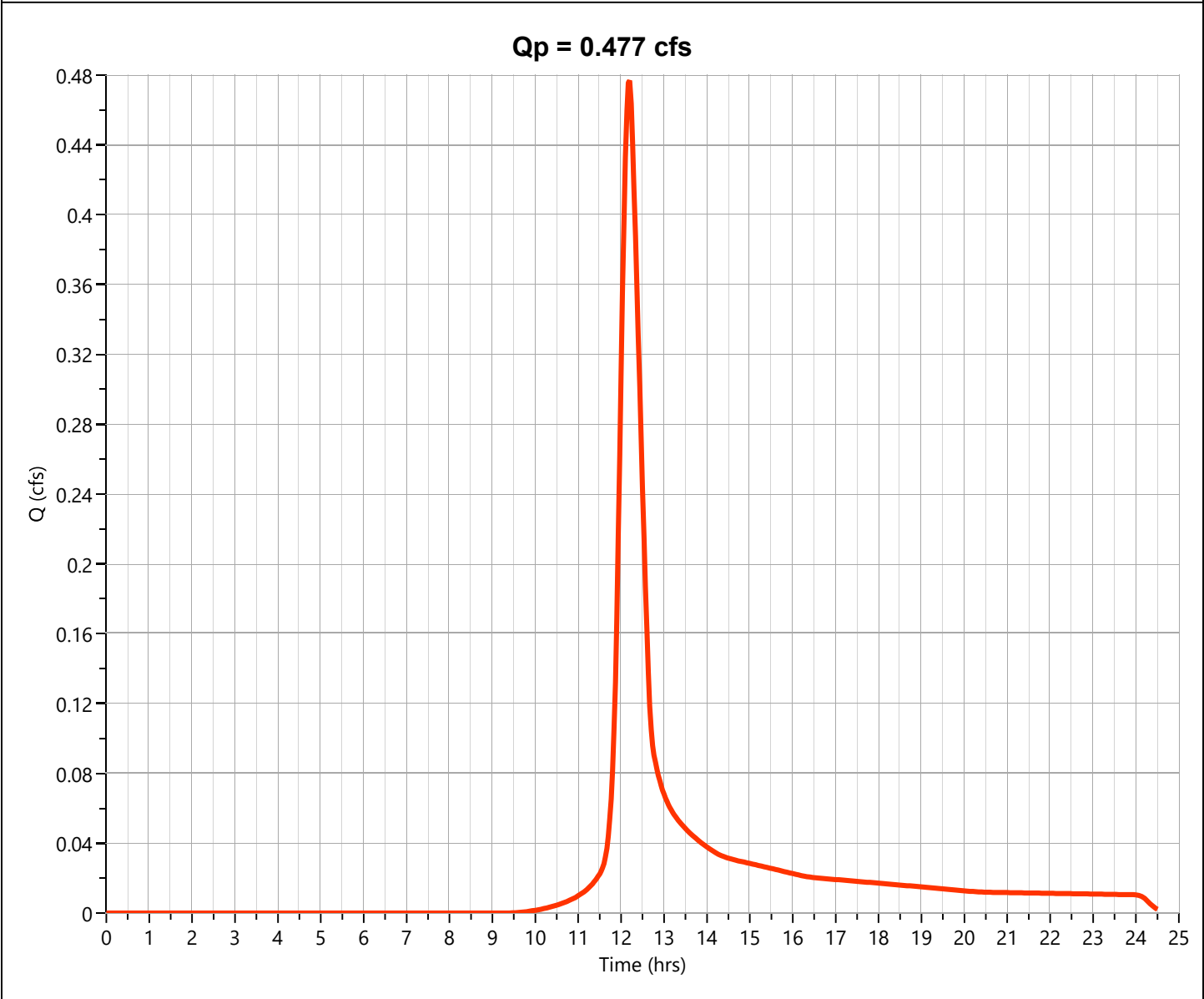
File: 25-152 Hydrology Studio.hys
12-23-2025

Pre DA 2/WS 1

Hyd. No. 1

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.477 cfs
Storm Frequency	= 1-yr	Time to Peak	= 12.20 hrs
Time Interval	= 2 min	Runoff Volume	= 1,937 cuft
Drainage Area	= 0.45 ac	Curve Number	= 83.00*
Tc Method	= TR55 (See Worksheet)	Time of Conc. (Tc)	= 28.61 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet		
AREA (ac)	CN	DESCRIPTION
0.23	78.00	Row Crop HSG B
0.22	89.00	Row Crop HSG D
0.45	83.00	Weighted CN Method Employed



Tc by TR55 Worksheet

File: 25-152 Hydrology Studio.hys

Hydrology Studio v 3.0.0.40

12-23-2025

DA 2/WS 1

Hyd. No. 1

NRCS Runoff

Description	Segments			Tc (min)
	A	B	C	
Sheet Flow				
Description				
Manning's n	0.170	0.013	0.013	
Flow Length (ft)	100			
2-yr, 24-hr Precip. (in)	0.50	3.08	3.08	
Land Slope (%)	2			
Travel Time (min)	27.40	0.00	0.00	27.40
Shallow Concentrated Flow				
Flow Length (ft)	45			
Watercourse Slope (%)	0.50	0.00	0.00	
Surface Description	Cultivated	Paved	Paved	
Average Velocity (ft/s)	.62			
Travel Time (min)	1.21	0.00	0.00	1.21
Channel Flow				
X-sectional Flow Area (sqft)				
Wetted Perimeter (ft)				
Channel Slope (%)				
Manning's n	0.013	0.013	0.013	
Velocity (ft/s)				
Flow Length (ft)				
Travel Time (min)	0.00	0.00	0.00	0.00
Total Travel Time				28.61 min

Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

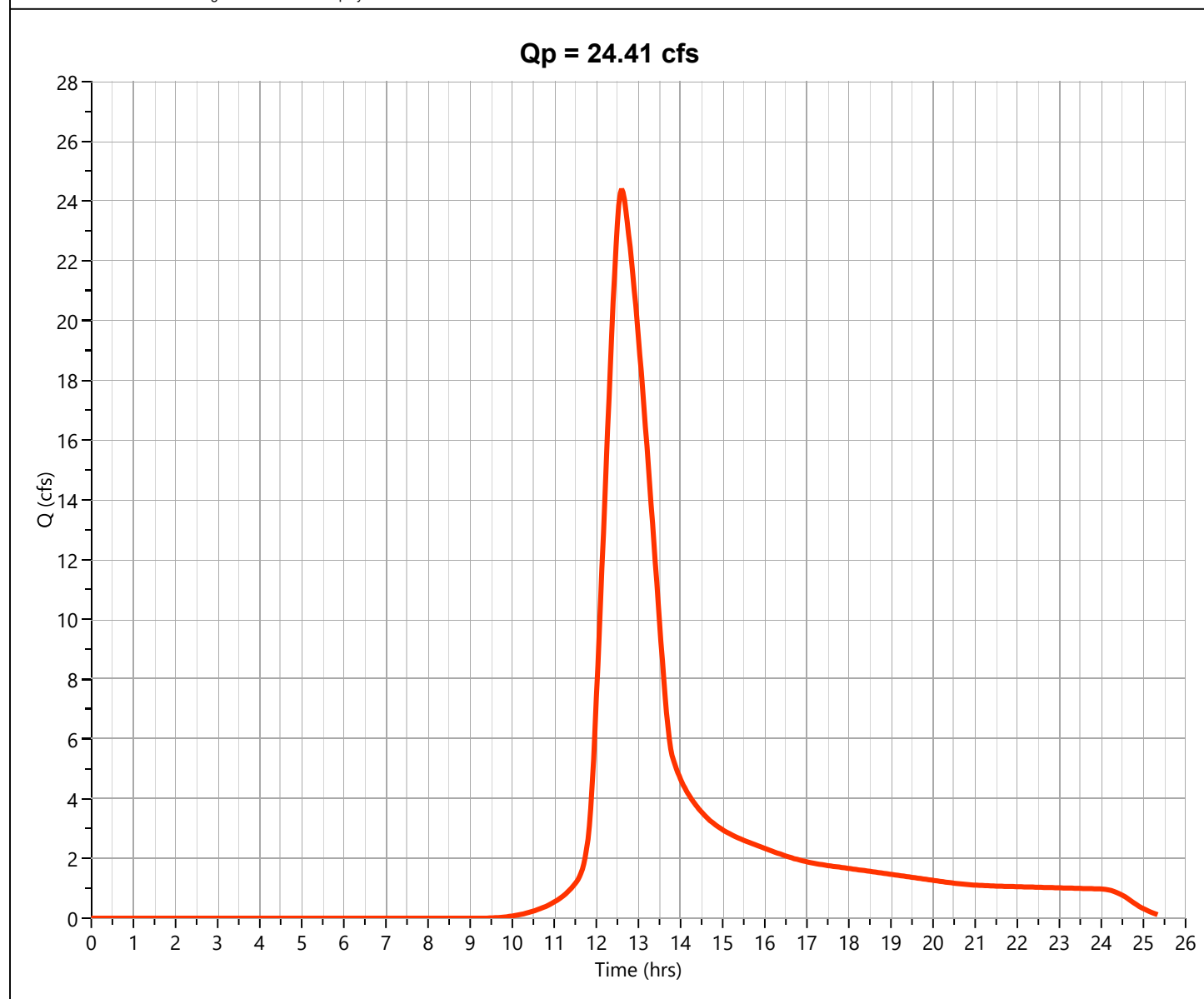
Pre DA/WS 3

Hyd. No. 2

Hydrograph Type	= NRCS Runoff	Peak Flow	= 24.41 cfs
Storm Frequency	= 1-yr	Time to Peak	= 12.60 hrs
Time Interval	= 2 min	Runoff Volume	= 179,938 cuft
Drainage Area	= 40.72 ac	Curve Number	= 83.50*
Tc Method	= TR55 (See Worksheet)	Time of Conc. (Tc)	= 70.33 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
20.36	78.00	Row Crop HSG B
20.36	89.00	Row Crop HSG D
40.72	83.50	Weighted CN Method Employed



Tc by TR55 Worksheet

File: 25-152 Hydrology Studio.hys

Hydrology Studio v 3.0.0.40

12-23-2025

DA/WS 3

Hyd. No. 2

NRCS Runoff

Description	Segments			Tc (min)
	A	B	C	
Sheet Flow				
Description				
Manning's n	0.170	0.013	0.013	
Flow Length (ft)	100			
2-yr, 24-hr Precip. (in)	3.08	3.08	3.08	
Land Slope (%)	.5			
Travel Time (min)	19.22	0.00	0.00	19.22
Shallow Concentrated Flow				
Flow Length (ft)	1900			
Watercourse Slope (%)	0.50	0.00	0.00	
Surface Description	Cultivated	Paved	Paved	
Average Velocity (ft/s)	.62			
Travel Time (min)	51.11	0.00	0.00	51.11
Channel Flow				
X-sectional Flow Area (sqft)				
Wetted Perimeter (ft)				
Channel Slope (%)				
Manning's n	0.013	0.013	0.013	
Velocity (ft/s)				
Flow Length (ft)				
Travel Time (min)	0.00	0.00	0.00	0.00
Total Travel Time				70.33 min

Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

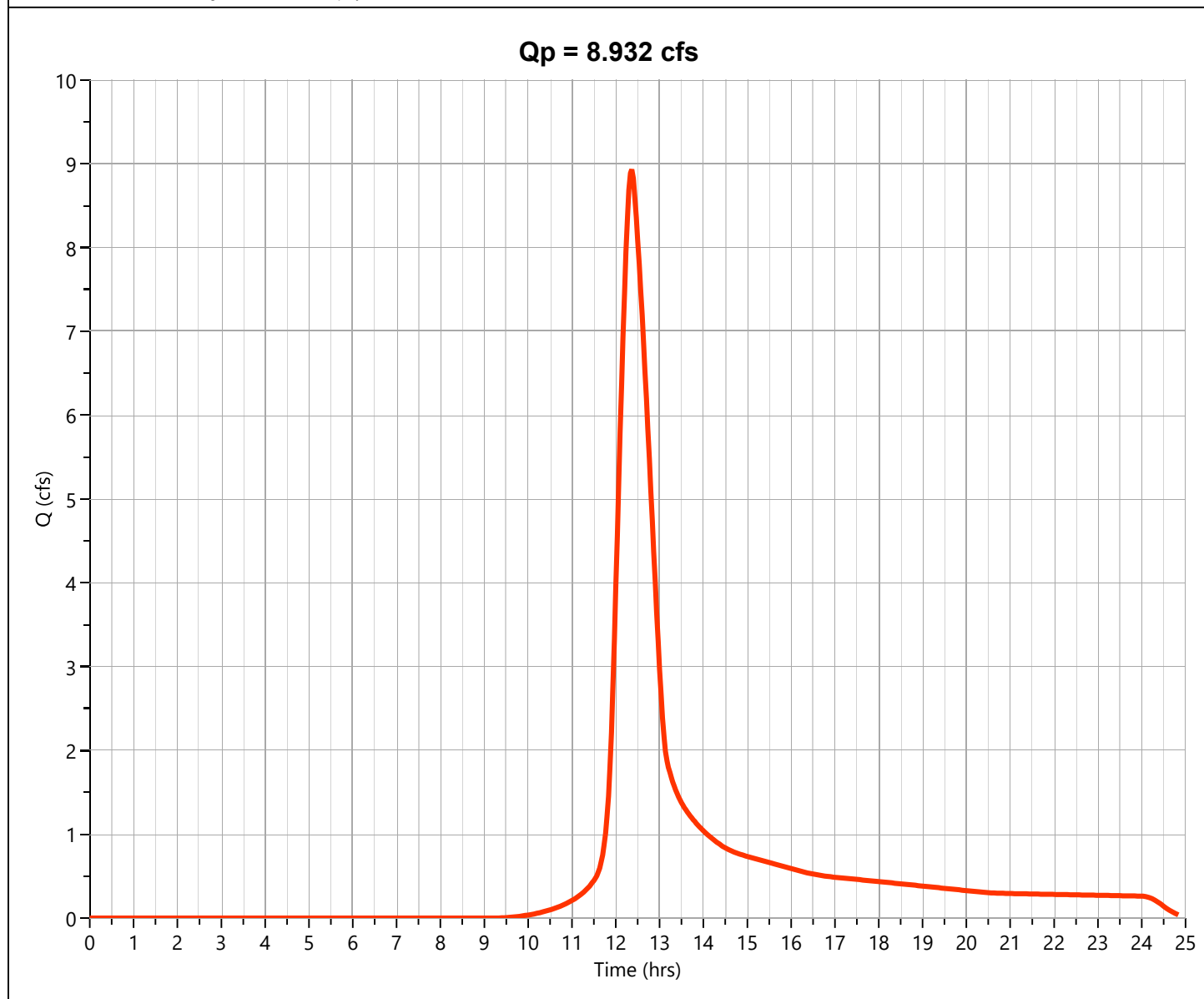
Pre DA/WS 4

Hyd. No. 3

Hydrograph Type	= NRCS Runoff	Peak Flow	= 8.932 cfs
Storm Frequency	= 1-yr	Time to Peak	= 12.37 hrs
Time Interval	= 2 min	Runoff Volume	= 48,656 cuft
Drainage Area	= 11.11 ac	Curve Number	= 83.50*
Tc Method	= TR55 (See Worksheet)	Time of Conc. (Tc)	= 46.12 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
5.56	78.00	Row Crop HSG B
5.55	89.00	Row Crop HSG C
11.11	83.50	Weighted CN Method Employed



Tc by TR55 Worksheet

File: 25-152 Hydrology Studio.hys

Hydrology Studio v 3.0.0.40

12-23-2025

DA/WS 4 NRCS Runoff

Hyd. No. 3

Description	Segments			Tc (min)
	A	B	C	
Sheet Flow				
Description				
Manning's n	0.170	0.013	0.013	
Flow Length (ft)	100			
2-yr, 24-hr Precip. (in)	3.08	3.08	3.08	
Land Slope (%)	.5			
Travel Time (min)	19.22	0.00	0.00	19.22
Shallow Concentrated Flow				
Flow Length (ft)	1000			
Watercourse Slope (%)	0.50	0.00	0.00	
Surface Description	Cultivated	Paved	Paved	
Average Velocity (ft/s)	.62			
Travel Time (min)	26.90	0.00	0.00	26.90
Channel Flow				
X-sectional Flow Area (sqft)				
Wetted Perimeter (ft)				
Channel Slope (%)				
Manning's n	0.013	0.013	0.013	
Velocity (ft/s)				
Flow Length (ft)				
Travel Time (min)	0.00	0.00	0.00	0.00
Total Travel Time				46.12 min

Hydrograph Report

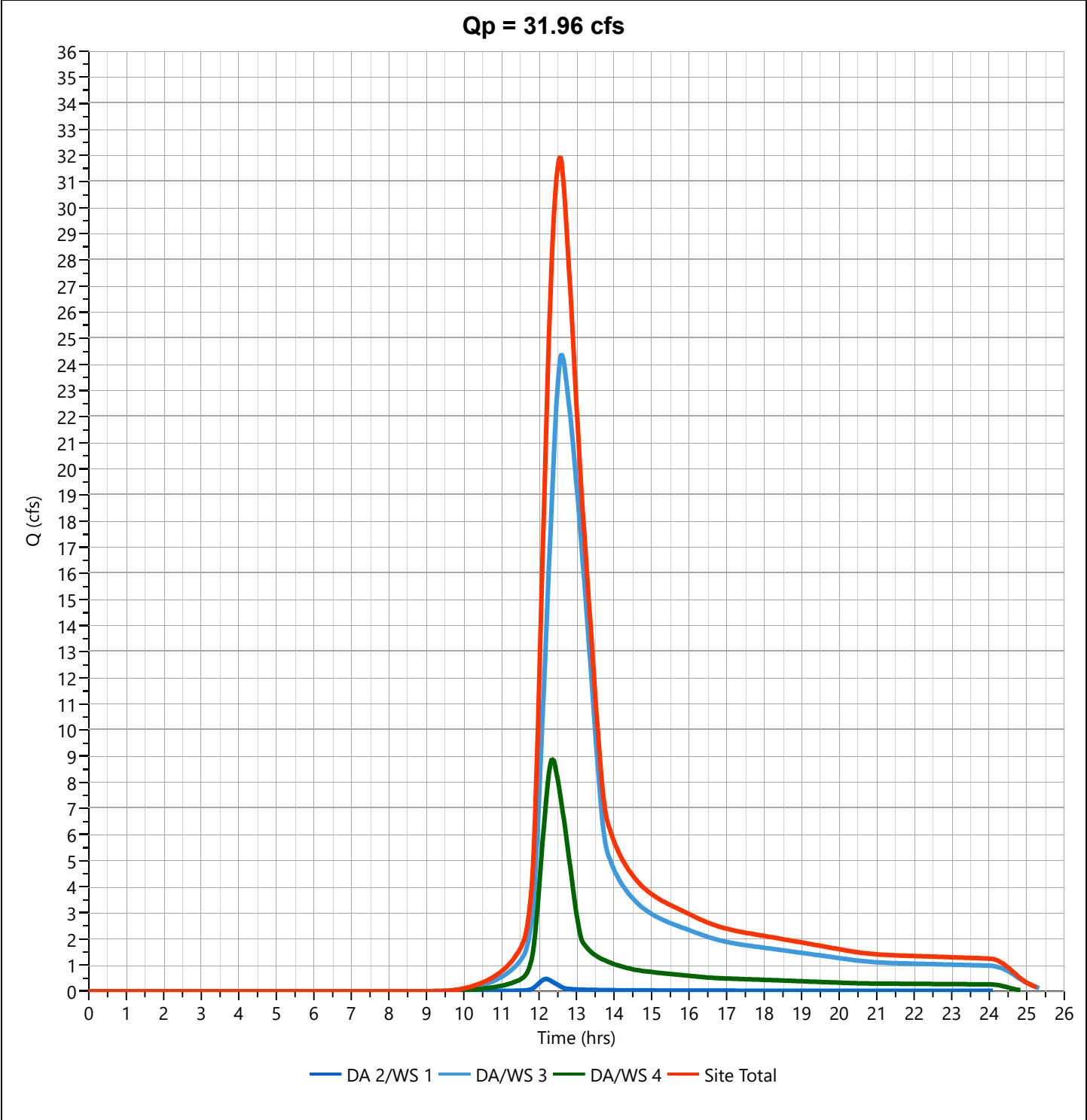
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Pre Site Total

Hyd. No. 4

Hydrograph Type	= Junction	Peak Flow	= 31.96 cfs
Storm Frequency	= 1-yr	Time to Peak	= 12.57 hrs
Time Interval	= 2 min	Hydrograph Volume	= 230,531 cuft
Inflow Hydrographs	= 1, 2, 3	Total Contrib. Area	= 52.28 ac



Hydrograph Report

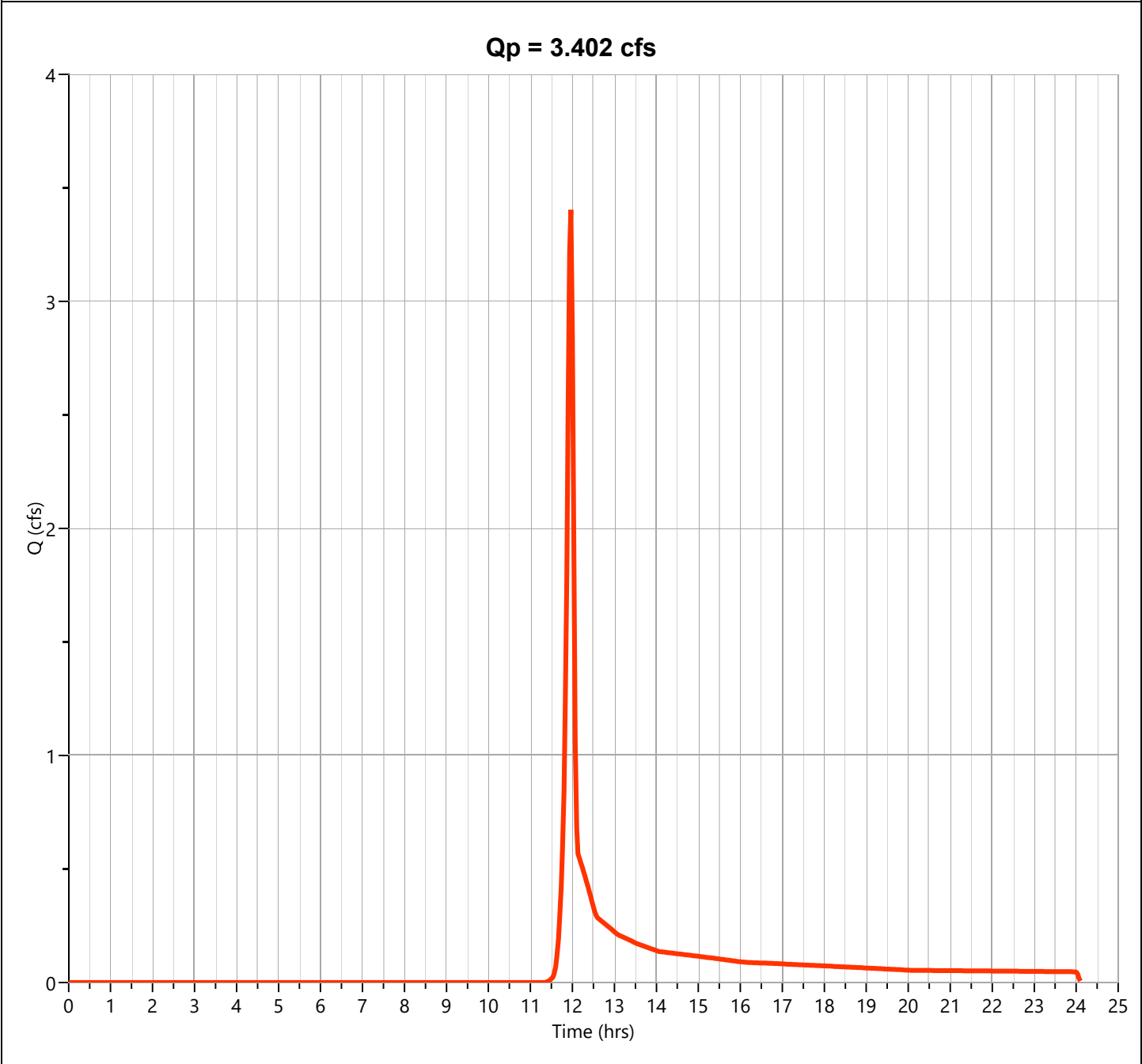
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA2

Hyd. No. 5

Hydrograph Type	= NRCS Runoff	Peak Flow	= 3.402 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Runoff Volume	= 6,921 cuft
Drainage Area	= 2.88 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

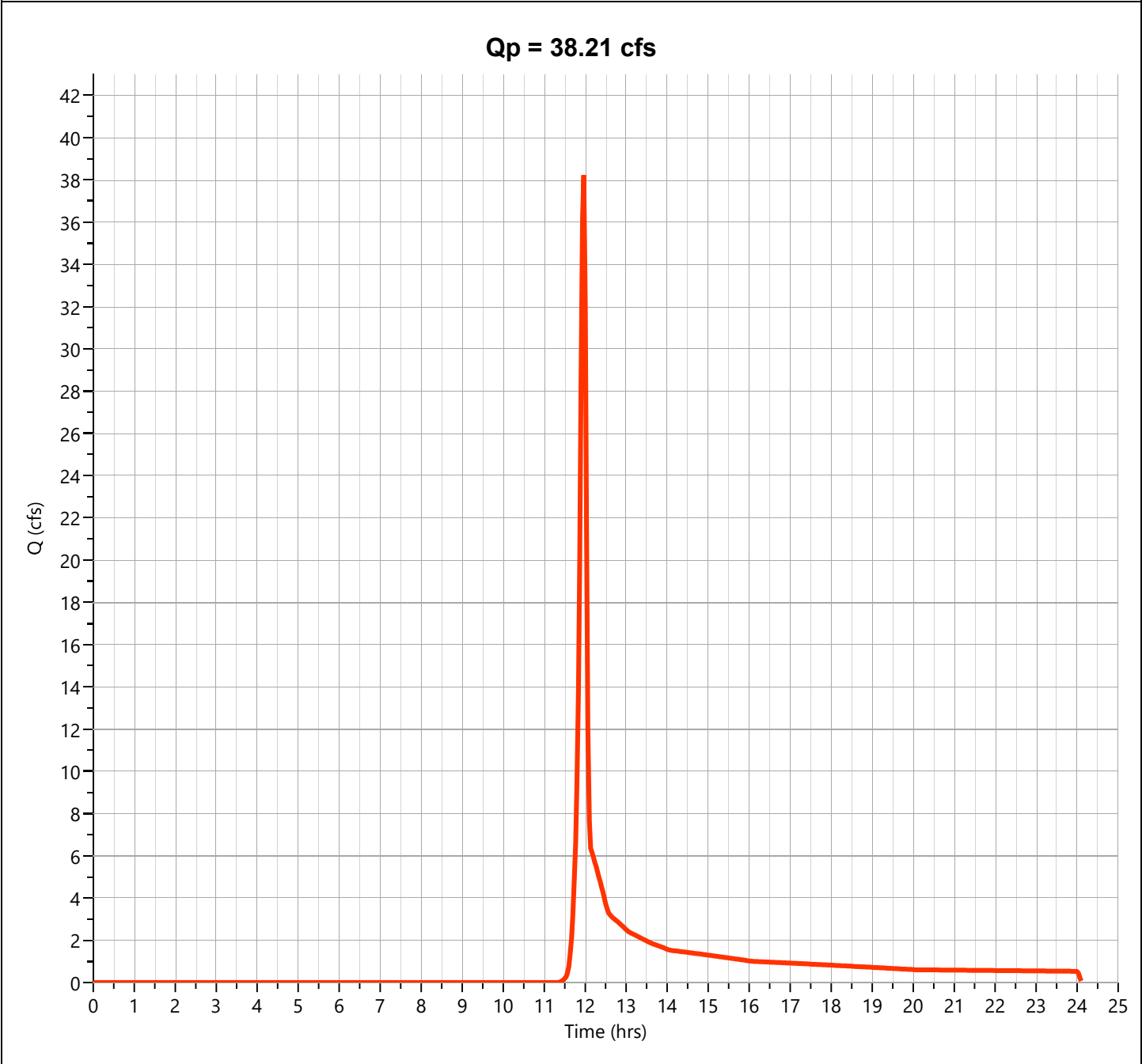
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA 3

Hyd. No. 6

Hydrograph Type	= NRCS Runoff	Peak Flow	= 38.21 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Runoff Volume	= 77,740 cuft
Drainage Area	= 32.35 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

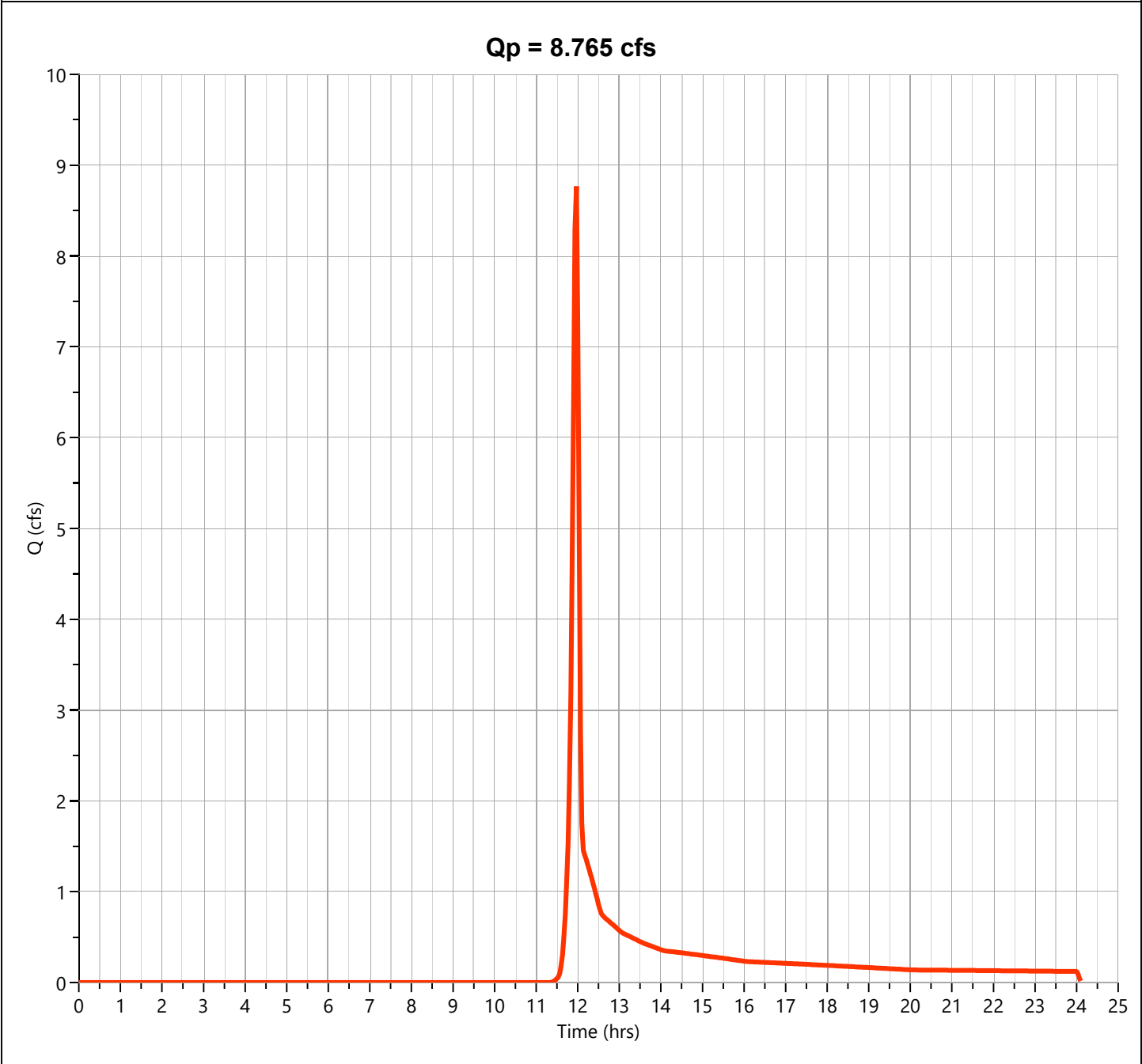
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA/WS 4

Hyd. No. 7

Hydrograph Type	= NRCS Runoff	Peak Flow	= 8.765 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Runoff Volume	= 17,831 cuft
Drainage Area	= 7.42 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

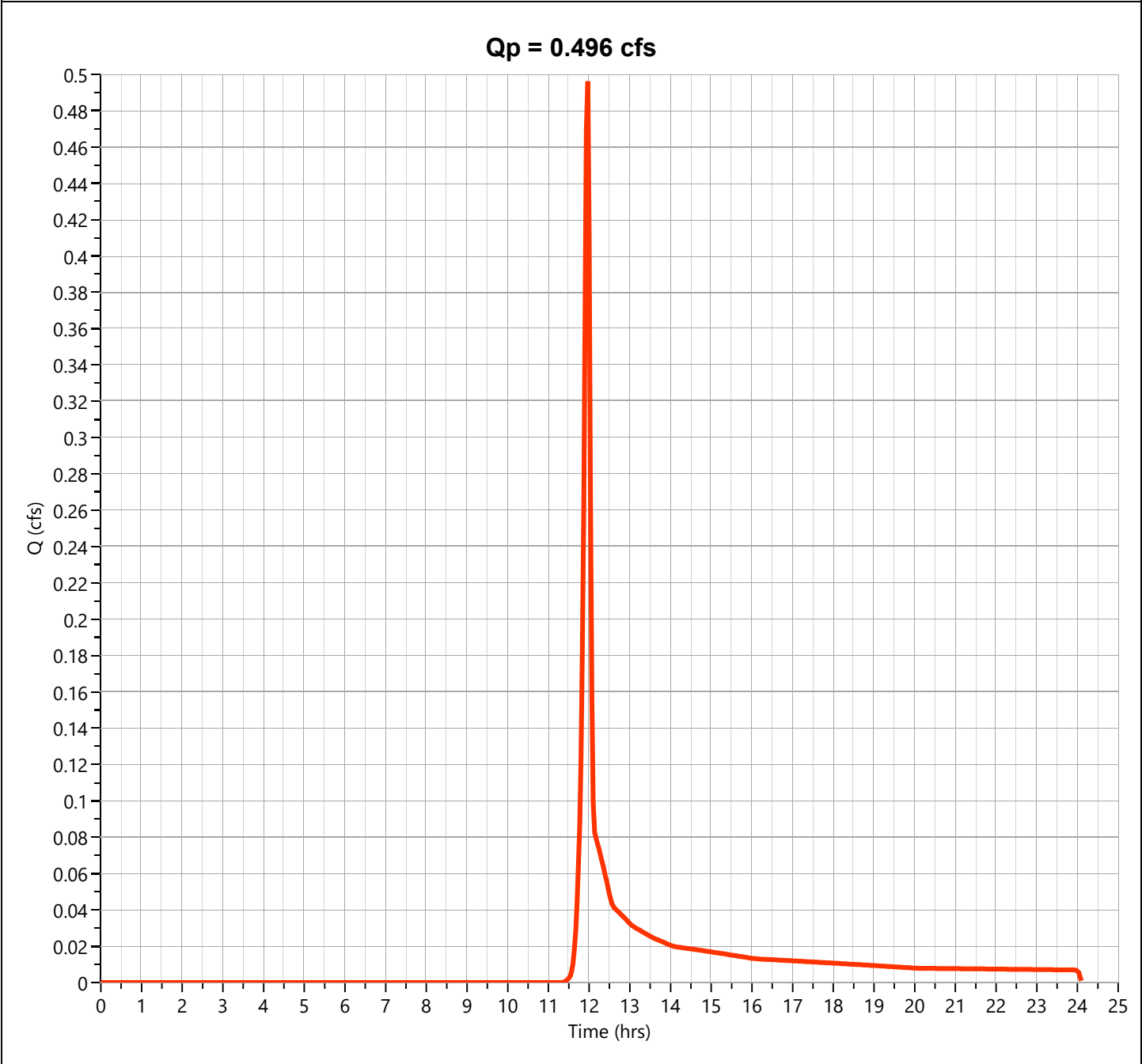
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA 5

Hyd. No. 8

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.496 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Runoff Volume	= 1,009 cuft
Drainage Area	= 0.42 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

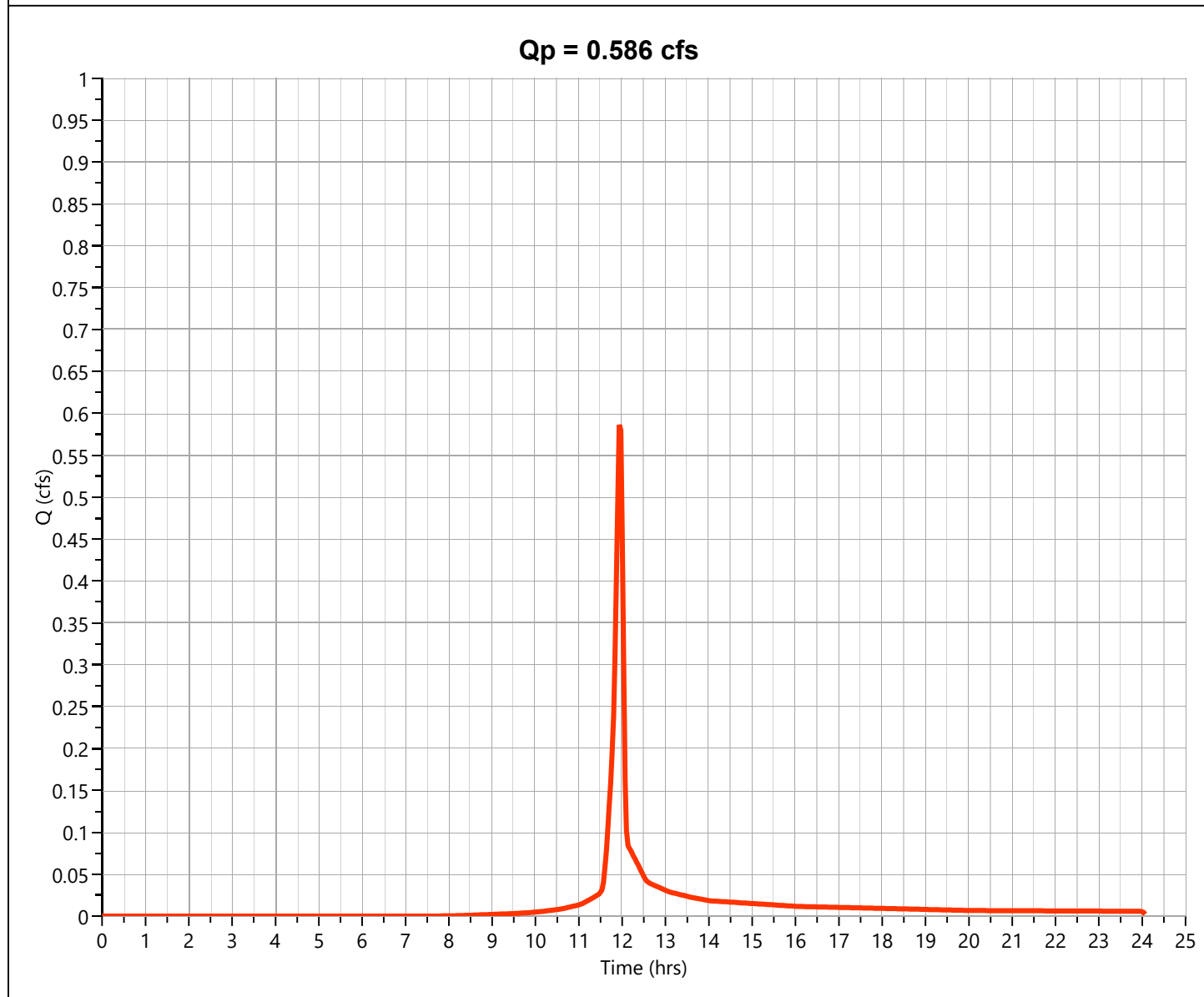
Post DA 6

Hyd. No. 9

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.586 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 1,188 cuft
Drainage Area	= 0.24 ac	Curve Number	= 87.00*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.13	98.00	Impervious
0.11	74.00	Open Space
0.24	87.00	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

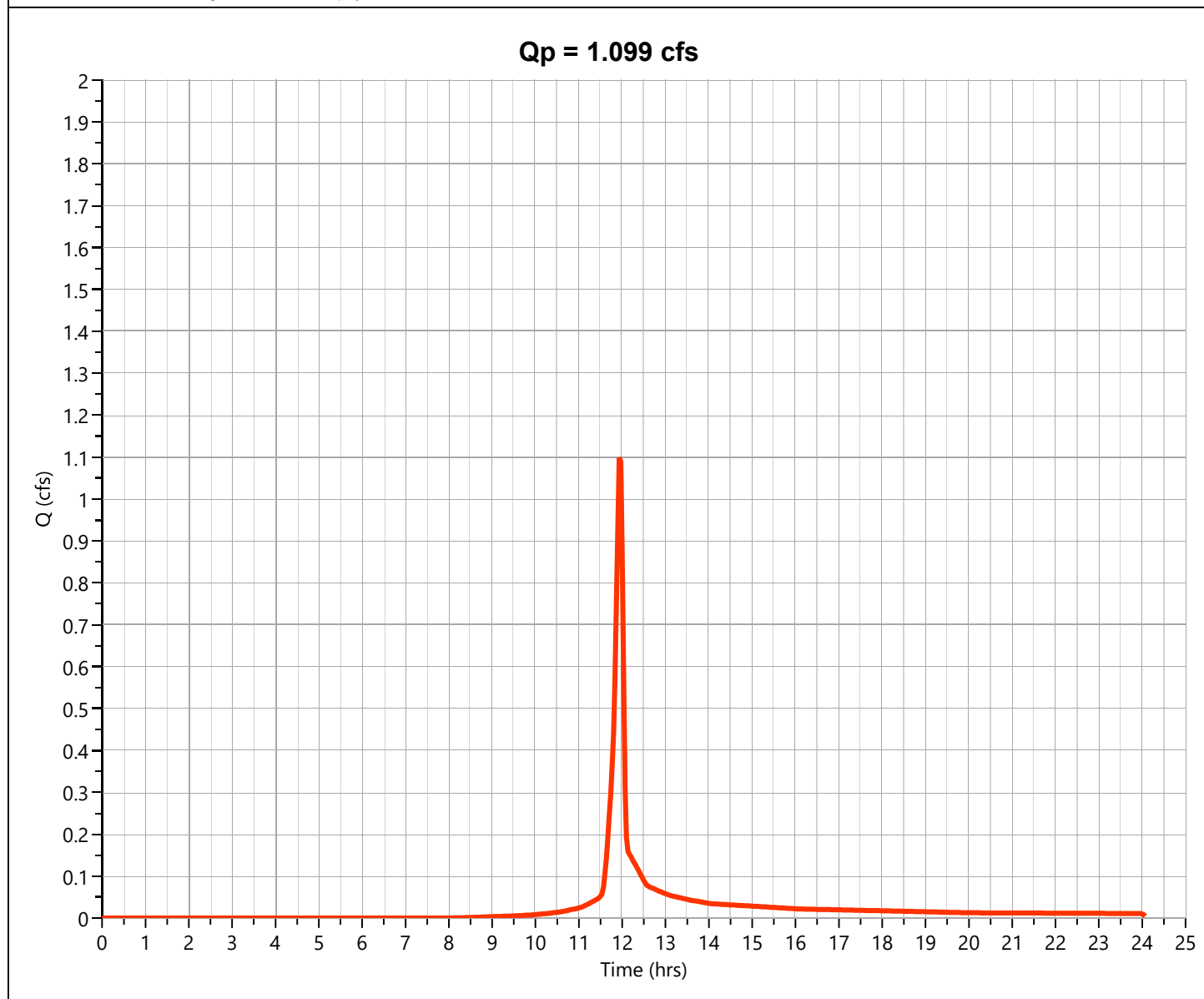
Post DA 7

Hyd. No. 10

Hydrograph Type	= NRCS Runoff	Peak Flow	= 1.099 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 2,223 cuft
Drainage Area	= 0.46 ac	Curve Number	= 86.52*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.24	98.00	Impervious
0.22	74.00	Open Space
0.46	86.52	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

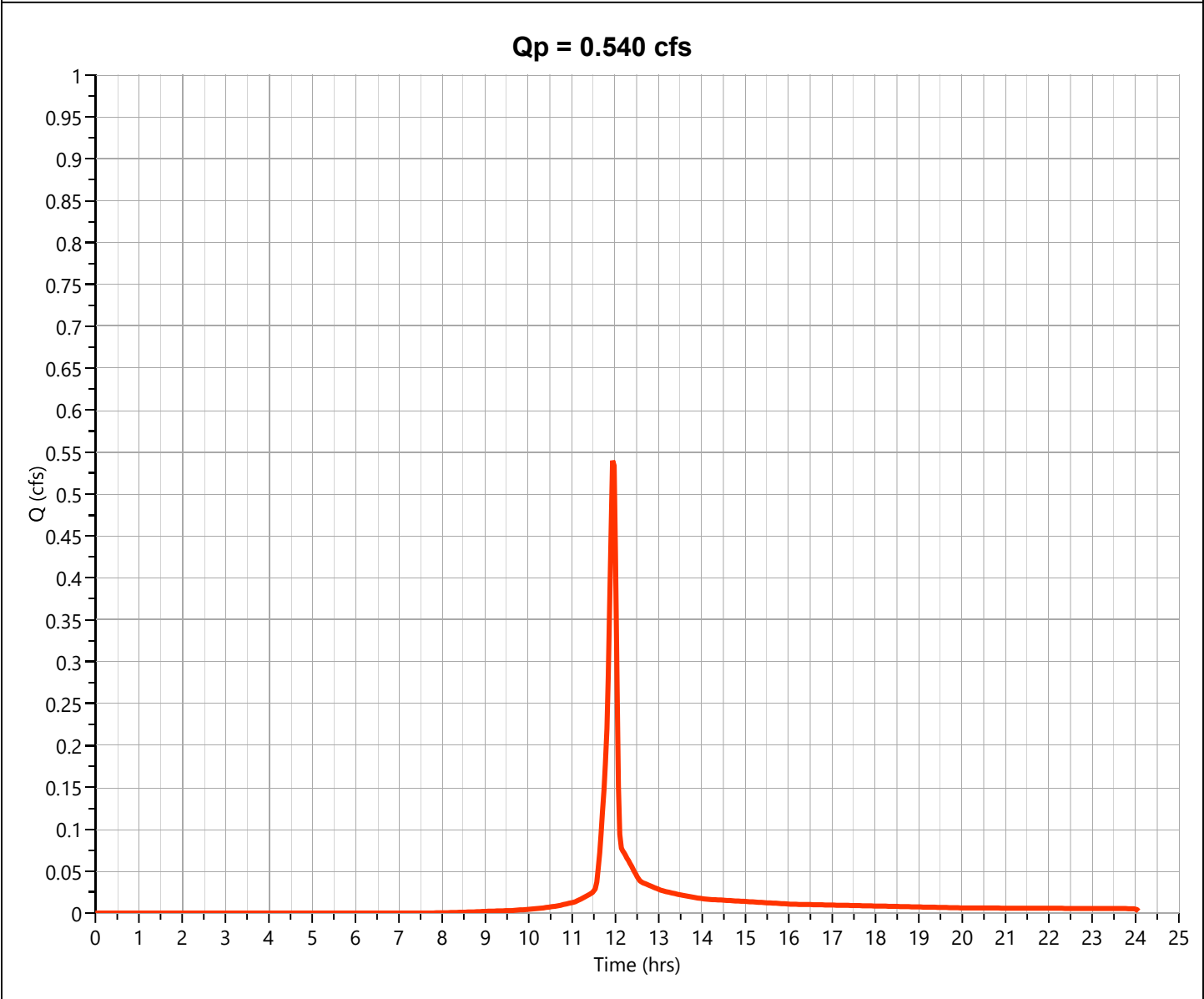
File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA 8

Hyd. No. 11

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.540 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 1,094 cuft
Drainage Area	= 0.22 ac	Curve Number	= 87.09*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet		
AREA (ac)	CN	DESCRIPTION
0.12	98.00	Impervious
0.1	74.00	Open Space
0.22	87.09	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

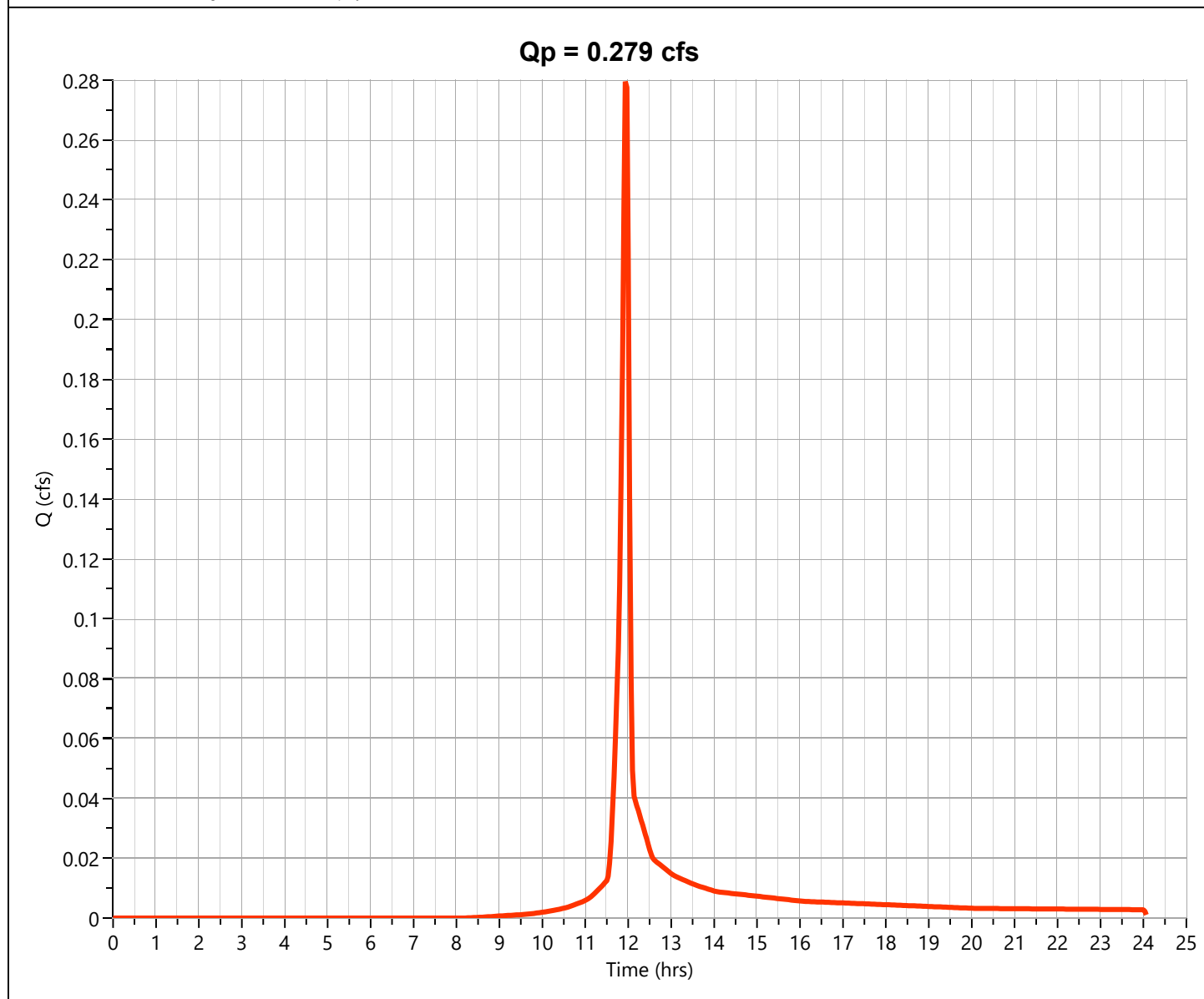
Post DA 9

Hyd. No. 12

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.279 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 565 cuft
Drainage Area	= 0.12 ac	Curve Number	= 86.00*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.06	98.00	Impervious
0.06	74.00	Open Space
0.12	86.00	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

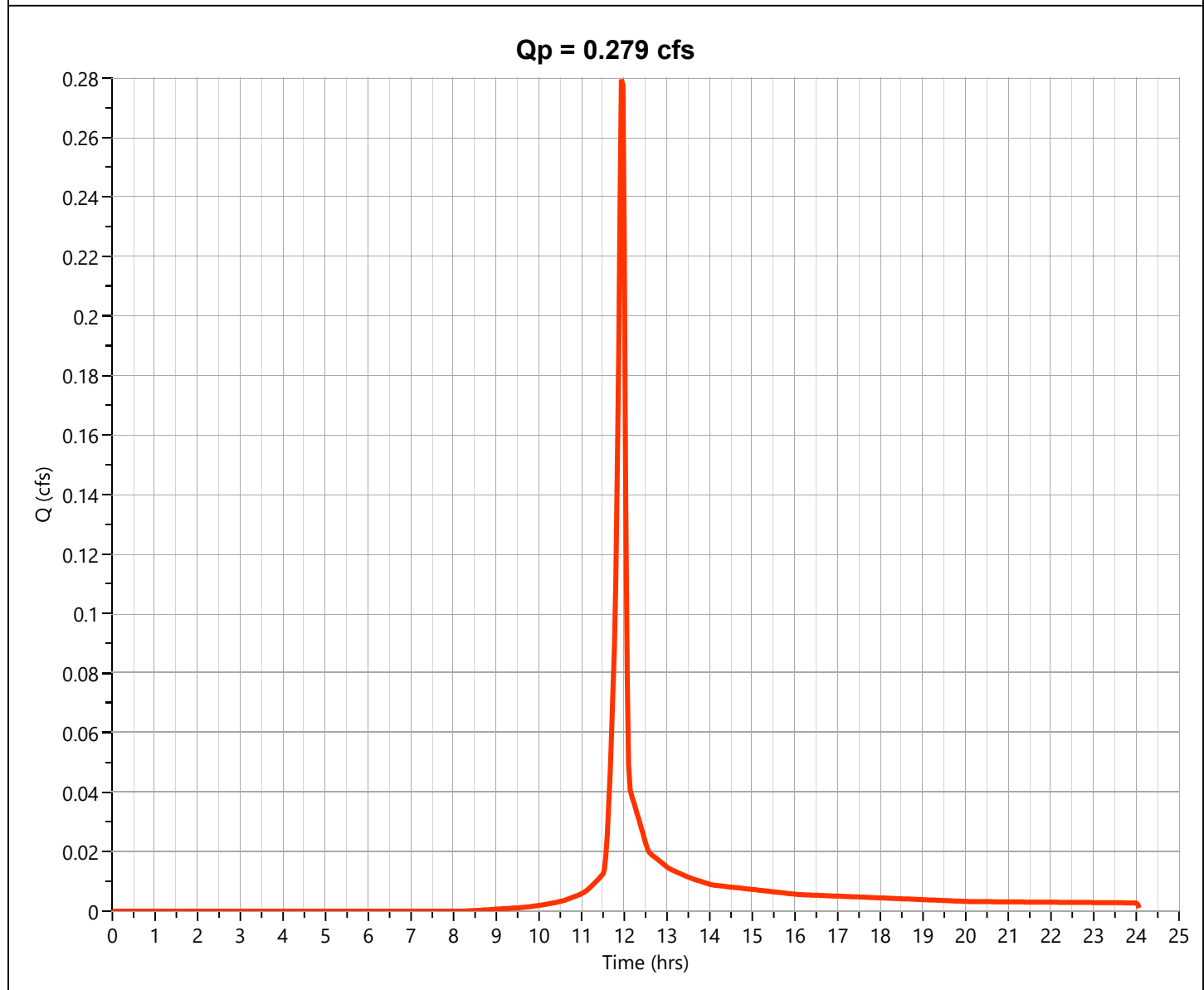
Post DA 10

Hyd. No. 13

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.279 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 565 cuft
Drainage Area	= 0.12 ac	Curve Number	= 86.00*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.06	98.00	Impervious
0.06	74.00	Open Space
0.12	86.00	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

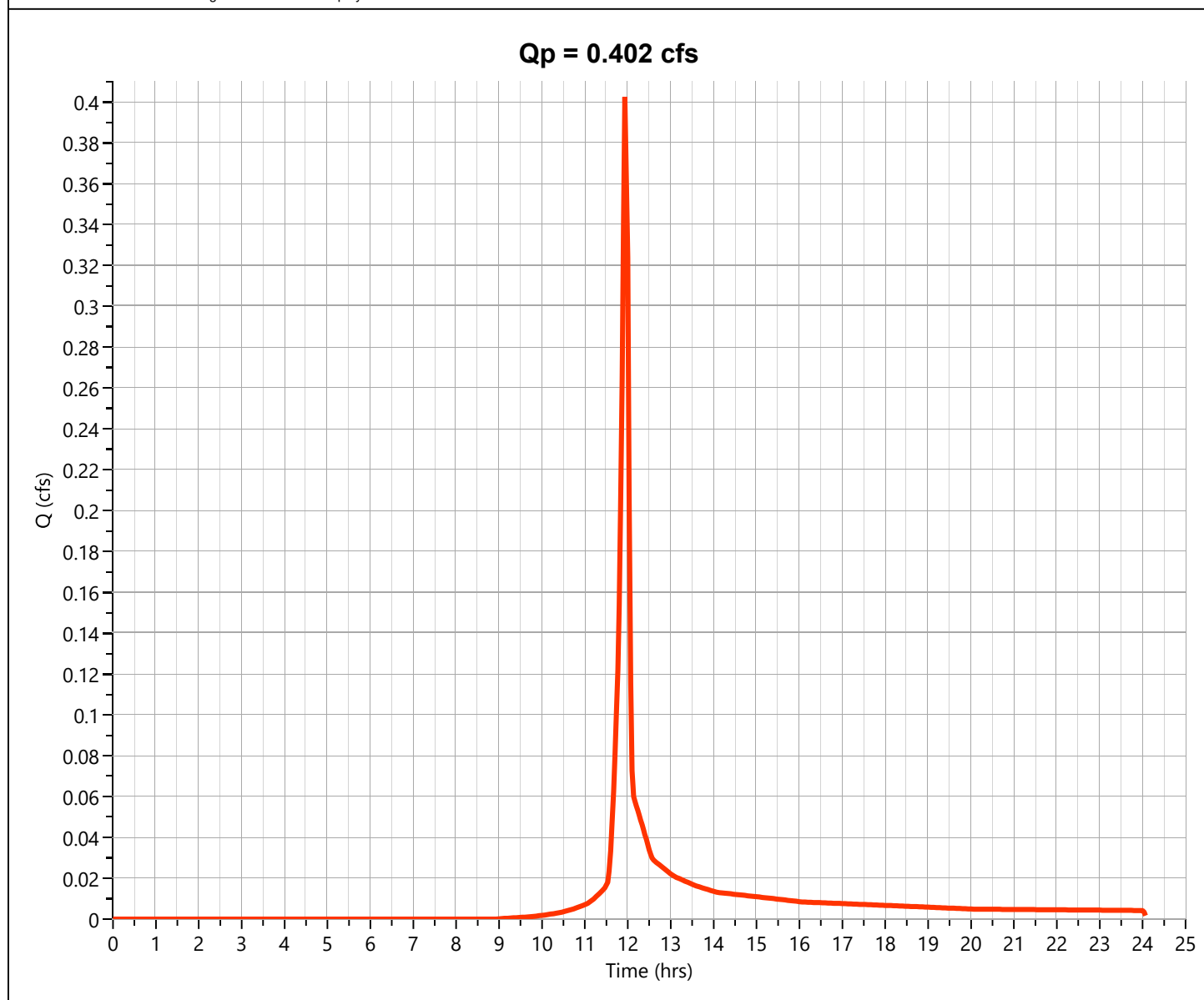
Post DA 15

Hyd. No. 14

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.402 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Runoff Volume	= 812 cuft
Drainage Area	= 0.19 ac	Curve Number	= 84.11*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.08	98.00	Impervious
0.11	74.00	Open Space
0.19	84.11	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

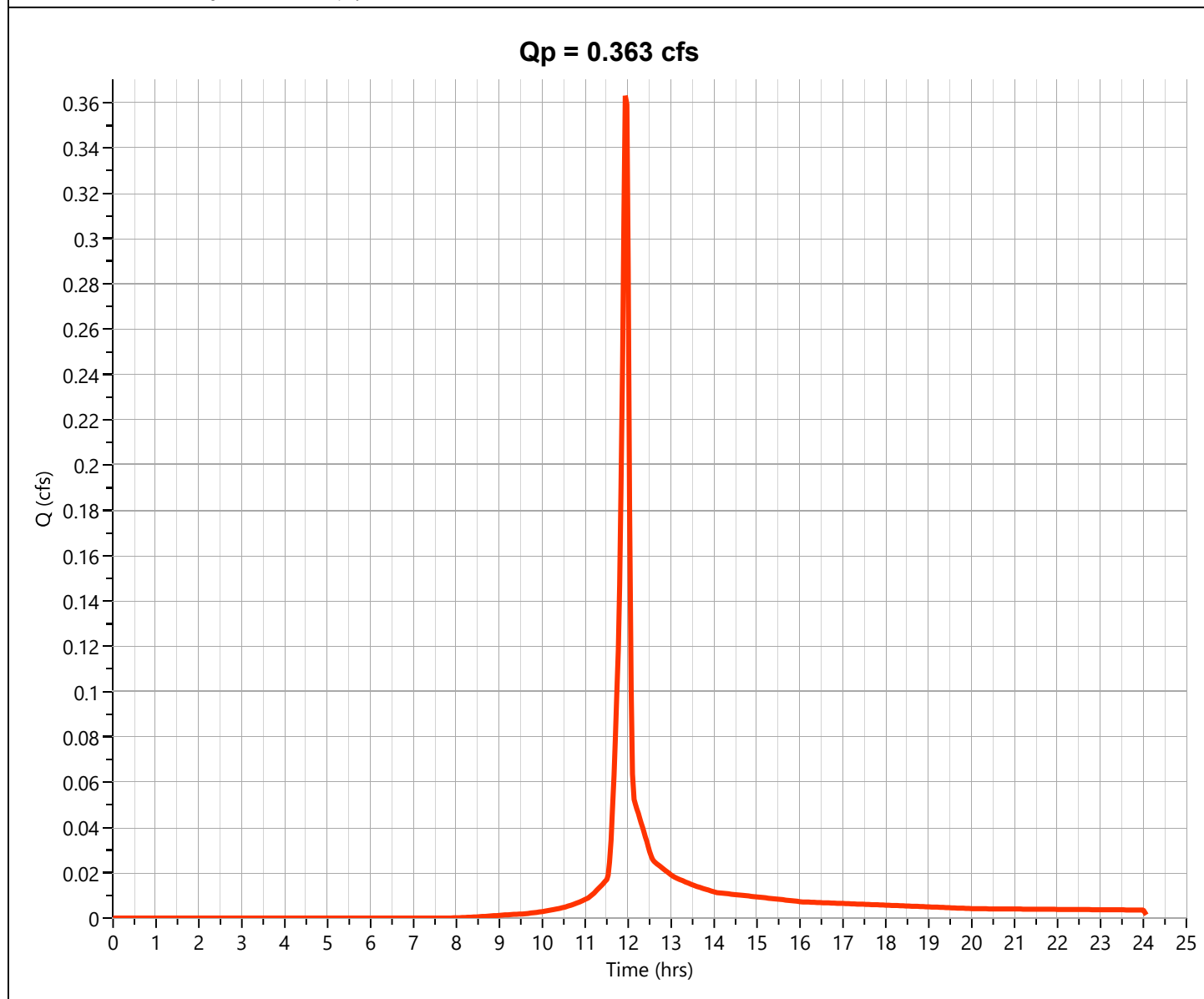
Post DA 16

Hyd. No. 15

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.363 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 735 cuft
Drainage Area	= 0.15 ac	Curve Number	= 86.80*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.08	98.00	Impervious
0.07	74.00	Open Space
0.15	86.80	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

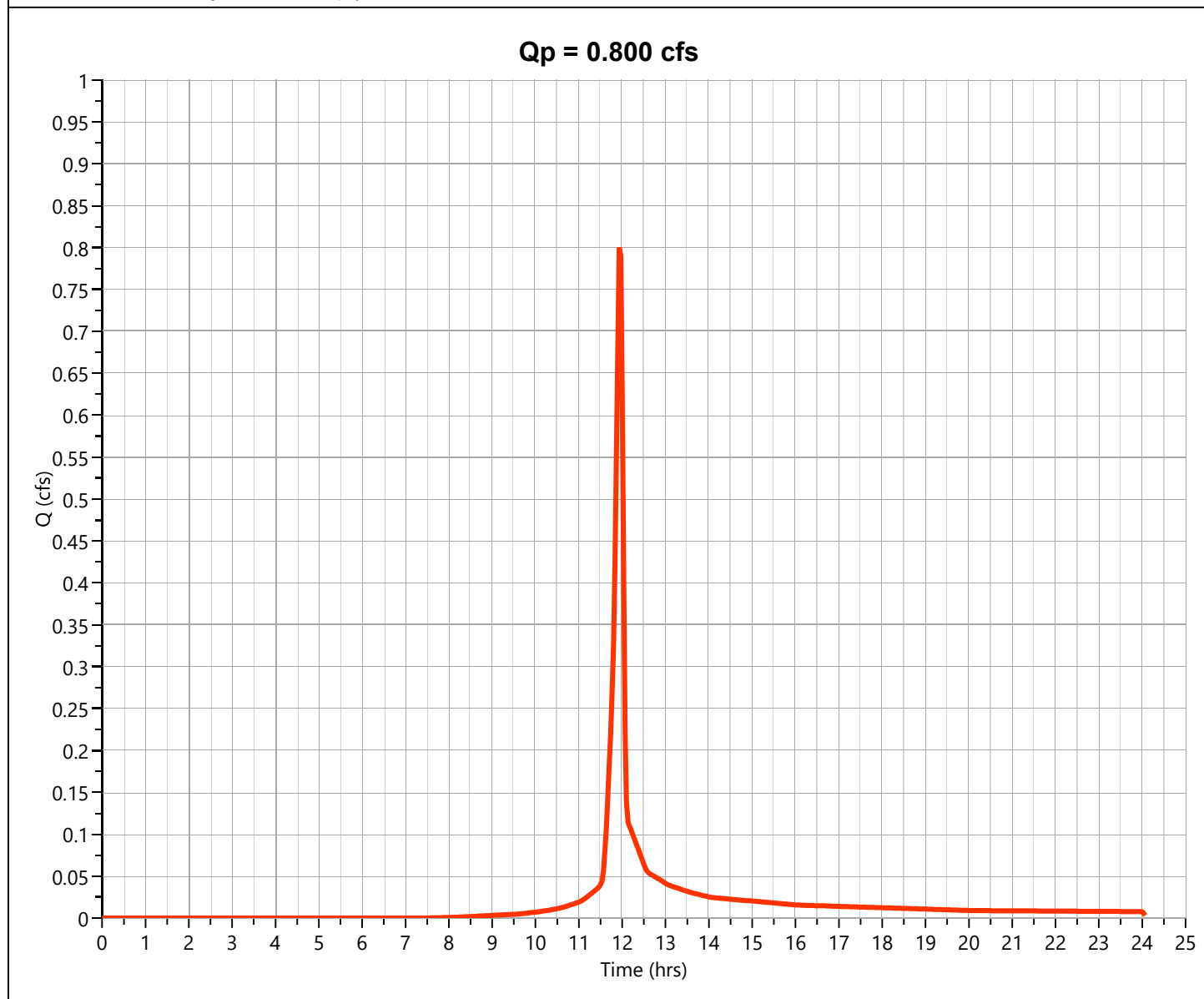
Post DA 17

Hyd. No. 16

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.800 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 1,624 cuft
Drainage Area	= 0.32 ac	Curve Number	= 87.50*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.18	98.00	Impervious
0.14	74.00	Open Space
0.32	87.50	Weighted CN Method Employed



Hydrograph Report

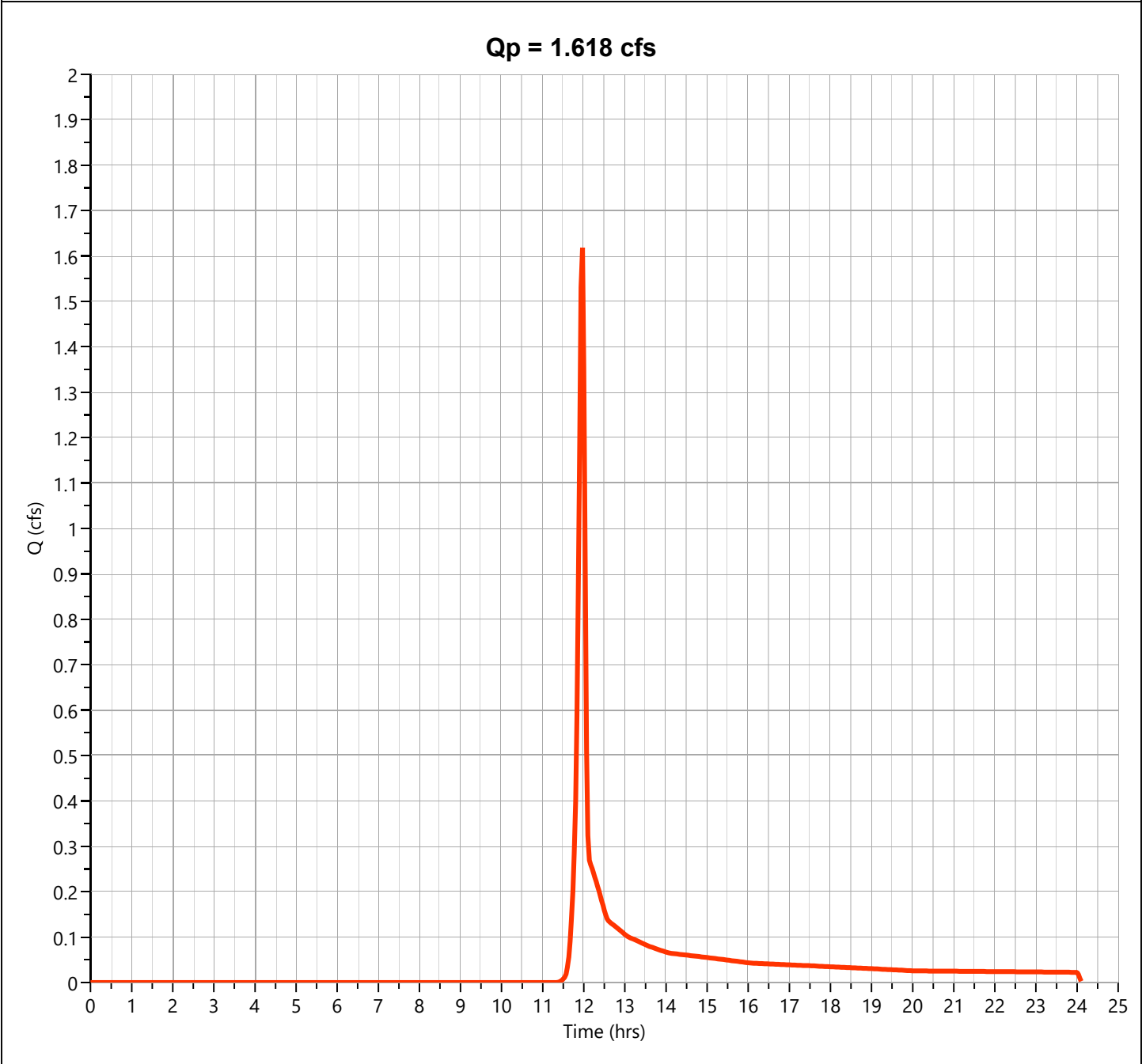
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

DA17 - Lot

Hyd. No. 17

Hydrograph Type	= NRCS Runoff	Peak Flow	= 1.618 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Runoff Volume	= 3,292 cuft
Drainage Area	= 1.37 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

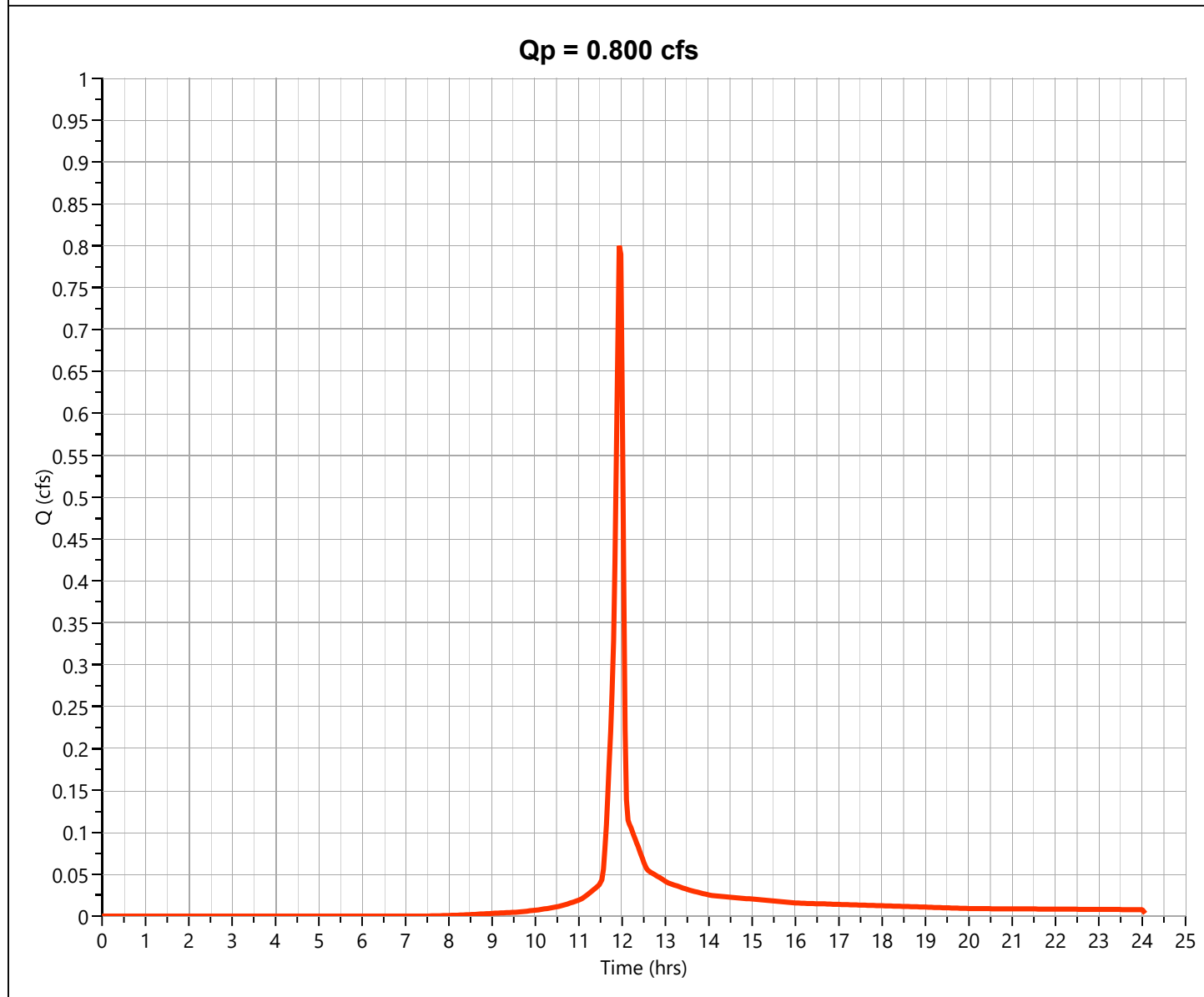
Post DA 18

Hyd. No. 18

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.800 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 1,624 cuft
Drainage Area	= 0.32 ac	Curve Number	= 87.50*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.18	98.00	Impervious
0.14	74.00	Open Space
0.32	87.50	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

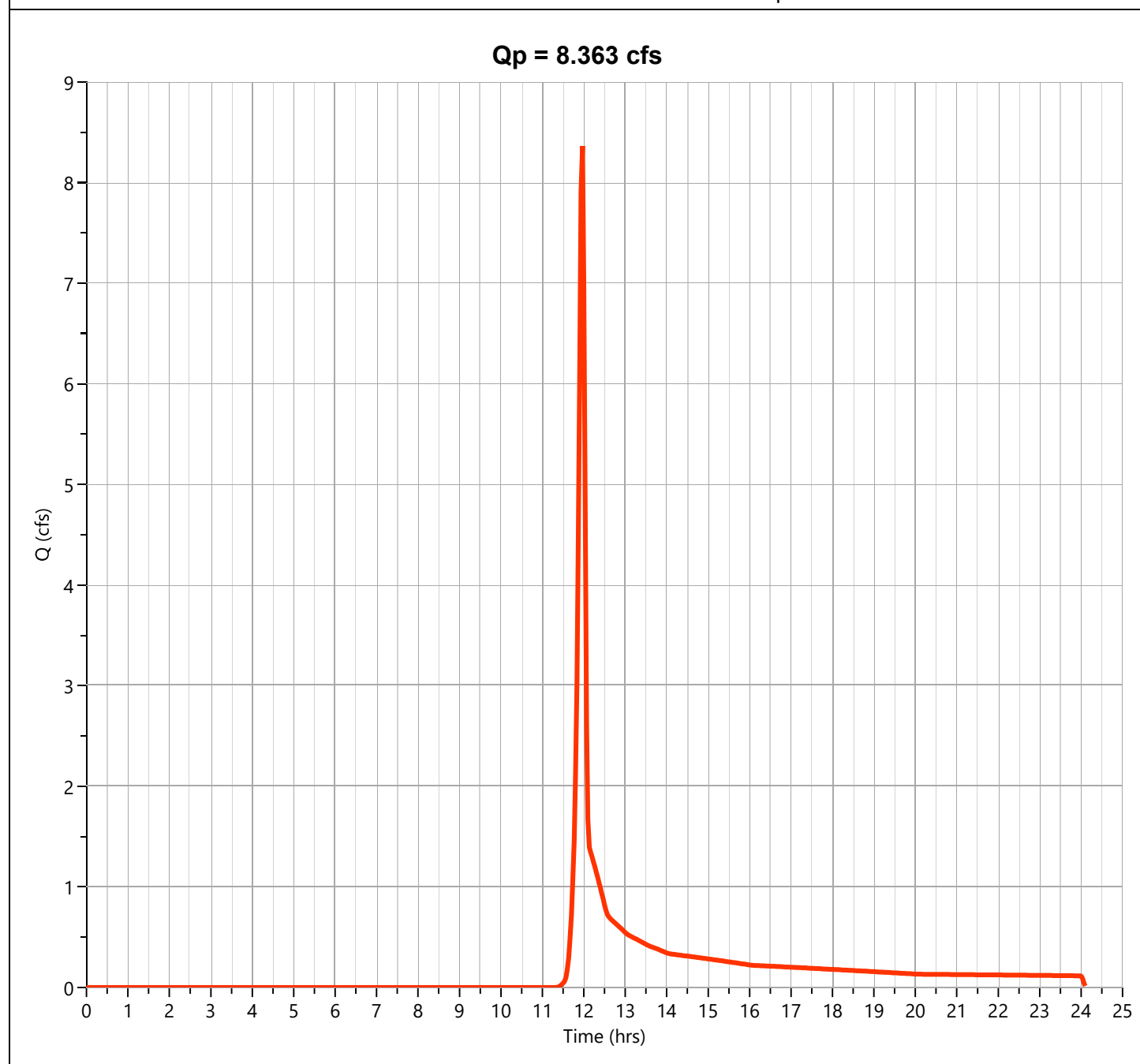
File: 25-152 Hydrology Studio.hys

12-23-2025

DA 18 - Lot

Hyd. No. 19

Hydrograph Type	= NRCS Runoff	Peak Flow	= 8.363 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Runoff Volume	= 17,014 cuft
Drainage Area	= 7.08 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



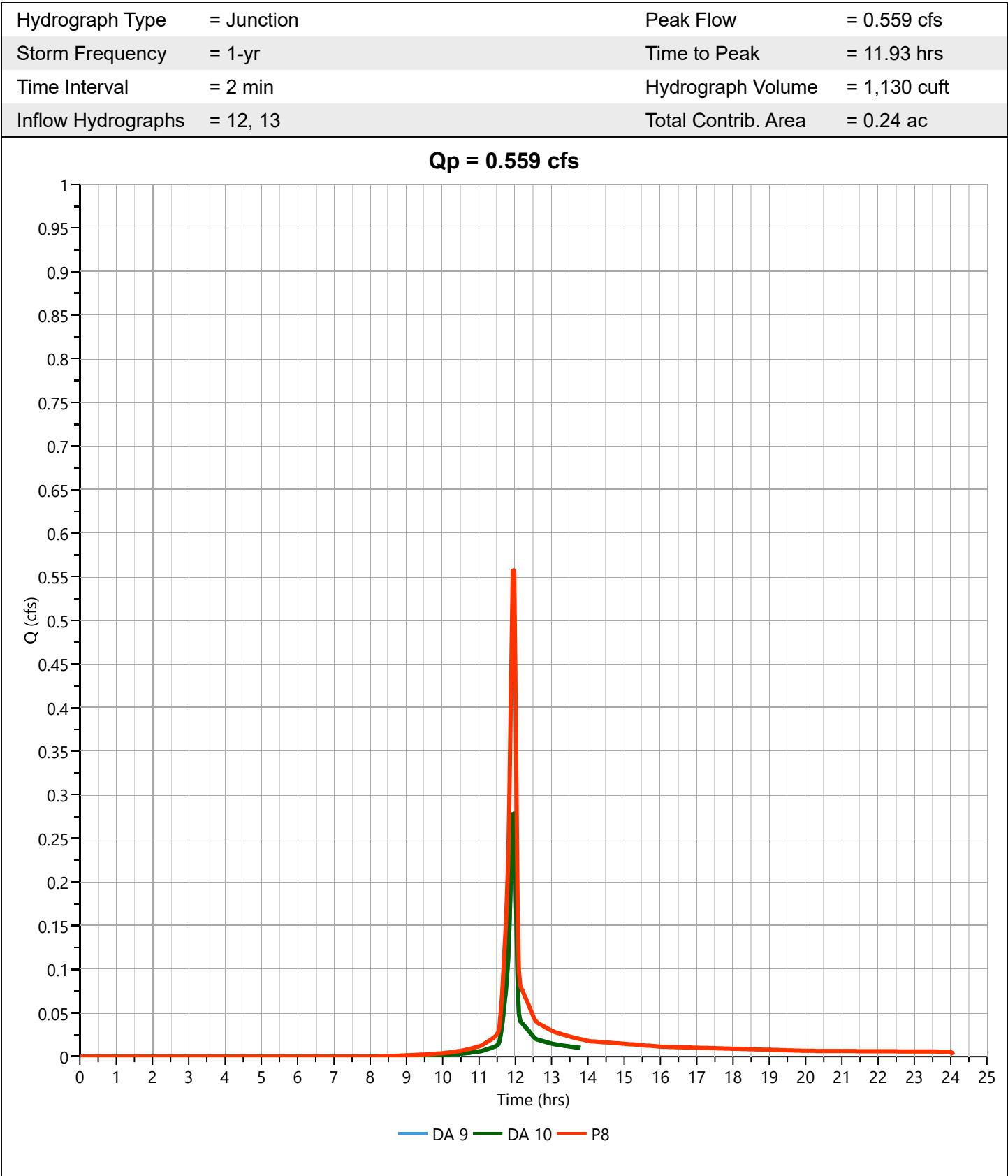
Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

P8

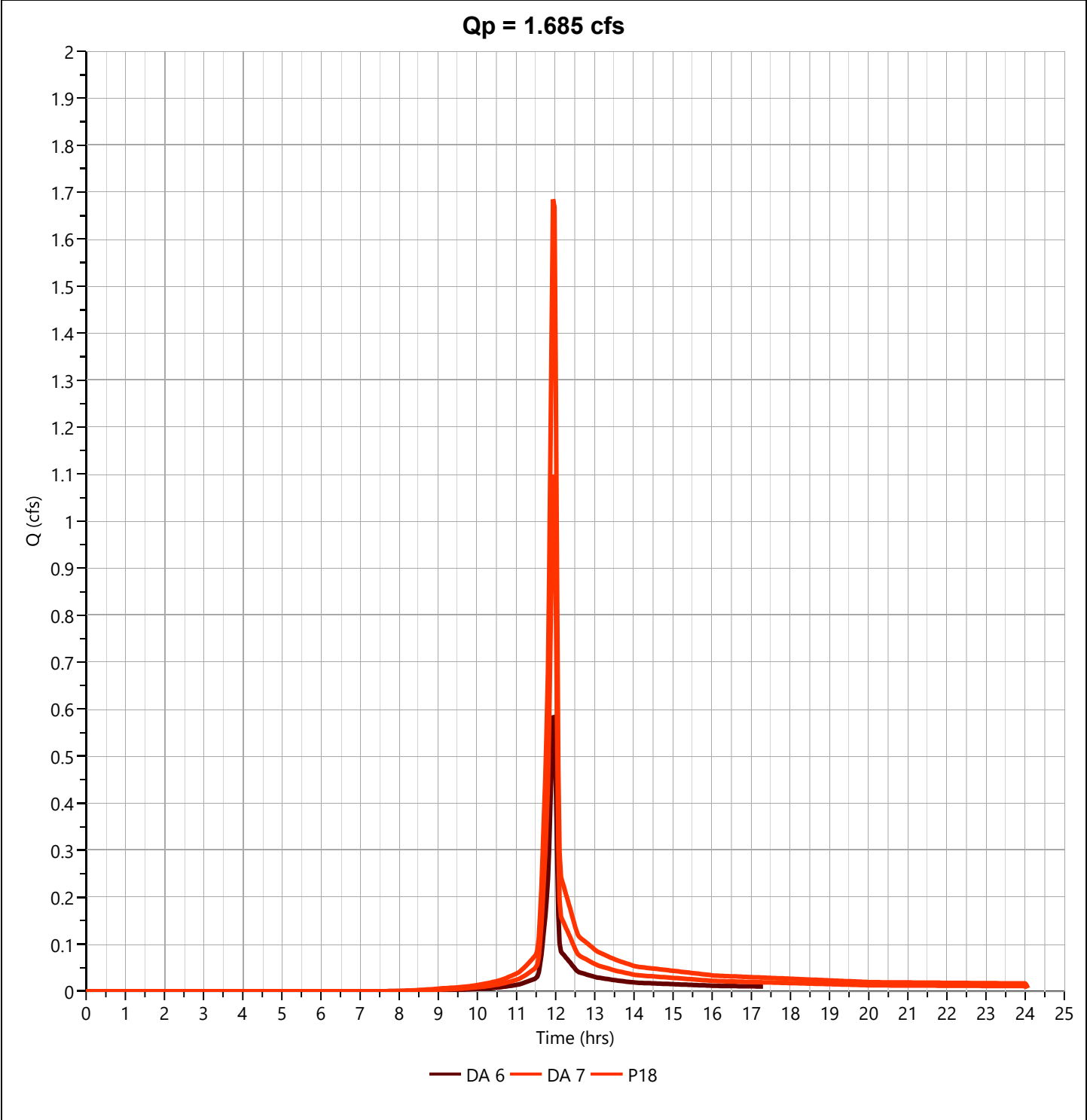
Hyd. No. 20



P18

Hyd. No. 21

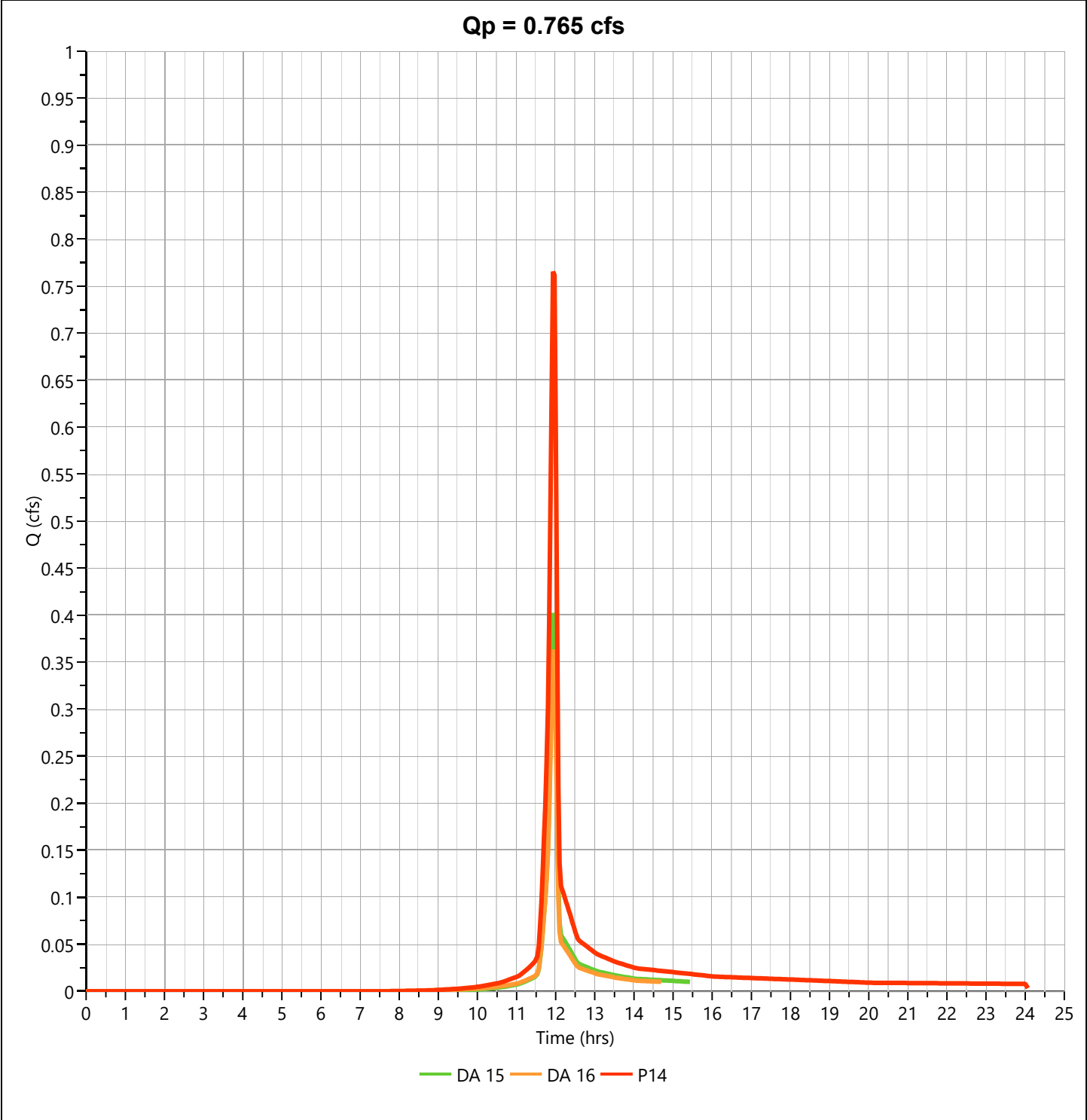
Hydrograph Type	= Junction	Peak Flow	= 1.685 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 3,411 cuft
Inflow Hydrographs	= 9, 10	Total Contrib. Area	= 0.7 ac



P14

Hyd. No. 22

Hydrograph Type	= Junction	Peak Flow	= 0.765 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 1,548 cuft
Inflow Hydrographs	= 14, 15	Total Contrib. Area	= 0.34 ac



Hydrograph Report

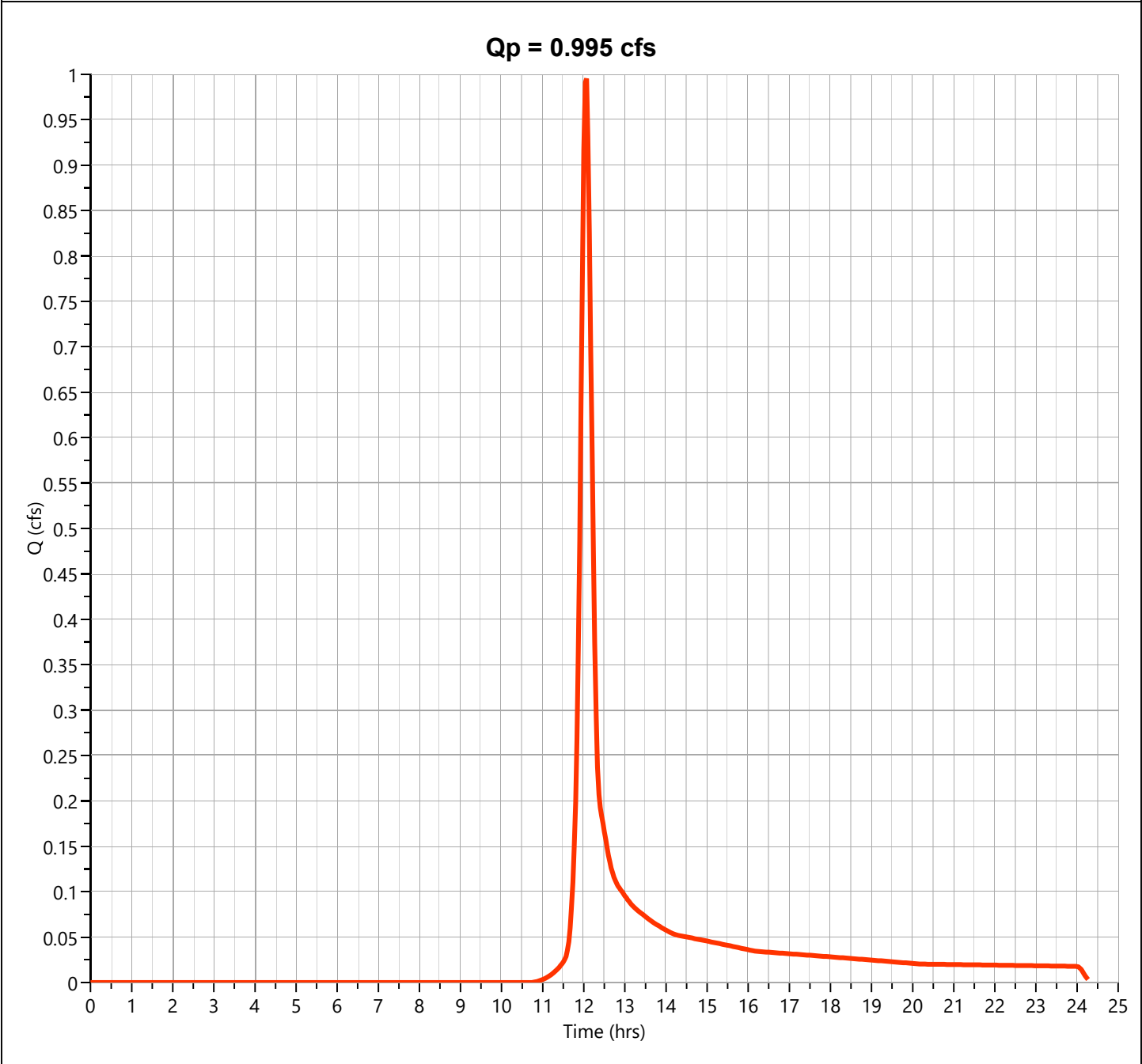
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

88th ROW

Hyd. No. 23

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.995 cfs
Storm Frequency	= 1-yr	Time to Peak	= 12.07 hrs
Time Interval	= 2 min	Runoff Volume	= 2,899 cuft
Drainage Area	= 0.91 ac	Curve Number	= 78.00
Tc Method	= User	Time of Conc. (Tc)	= 15.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

Hydrology Studio v 3.0.0.40

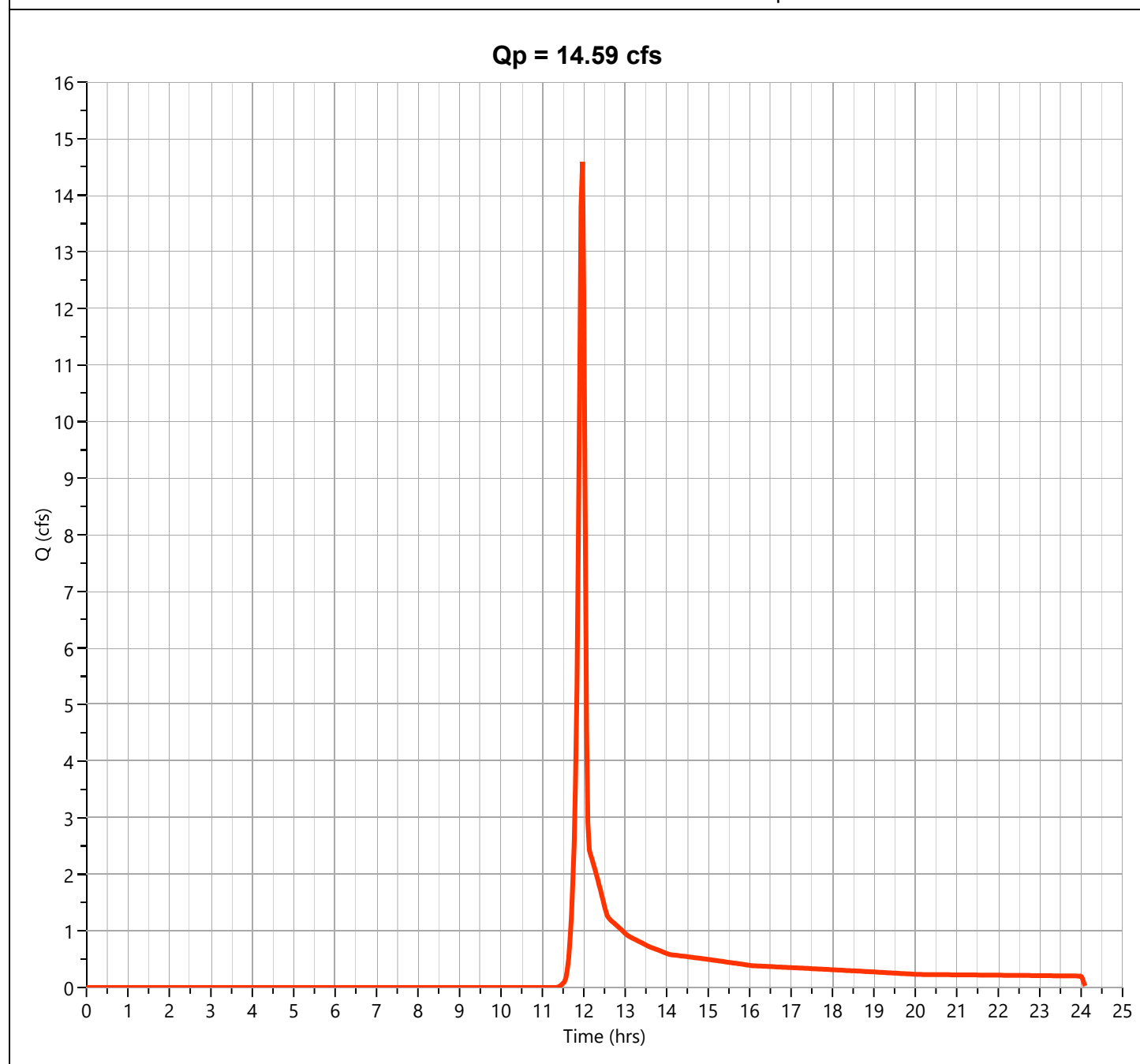
File: 25-152 Hydrology Studio.hys

12-23-2025

OFF1

Hyd. No. 24

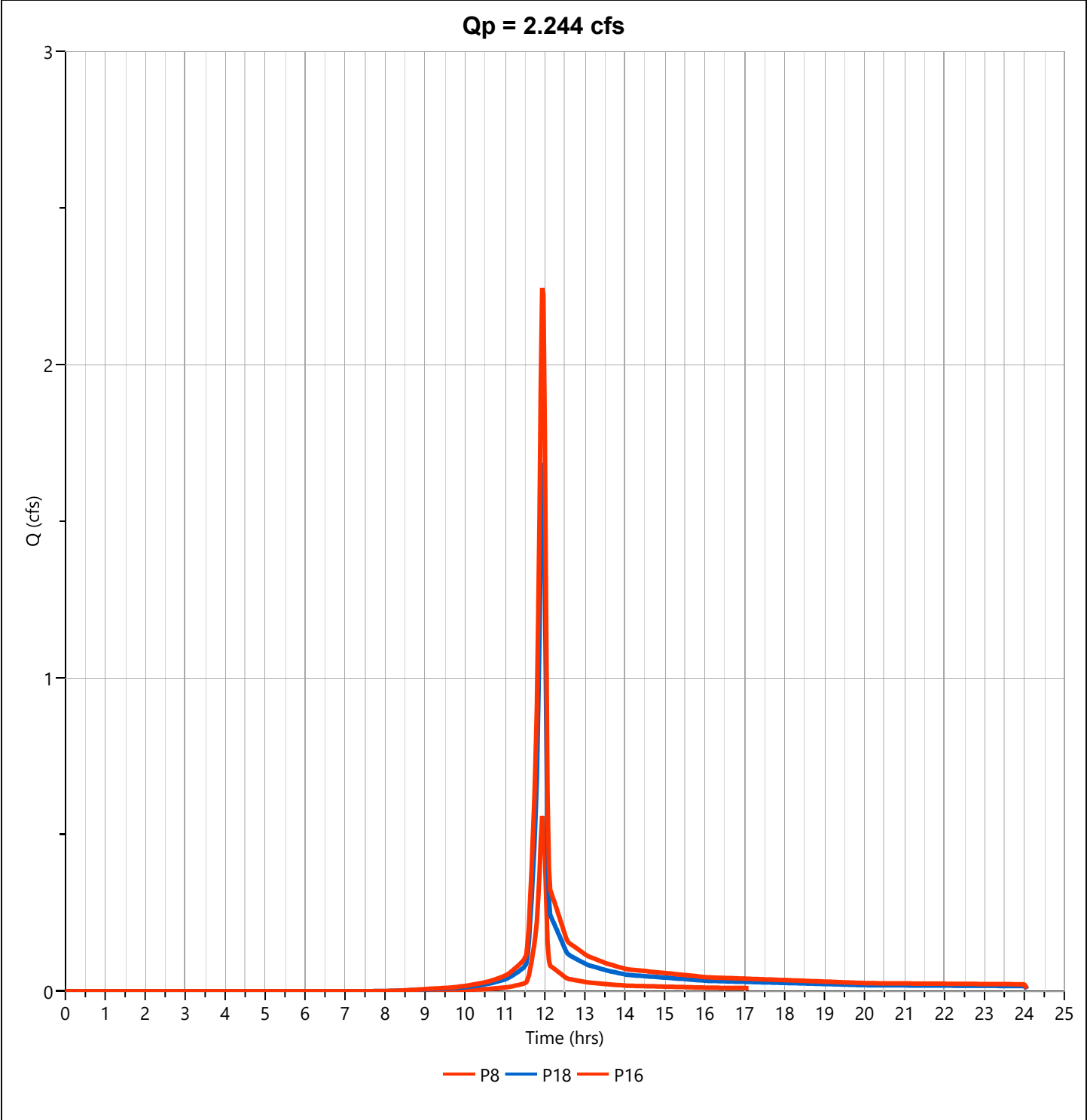
Hydrograph Type	= NRCS Runoff	Peak Flow	= 14.59 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Runoff Volume	= 29,678 cuft
Drainage Area	= 12.35 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



P16

Hyd. No. 25

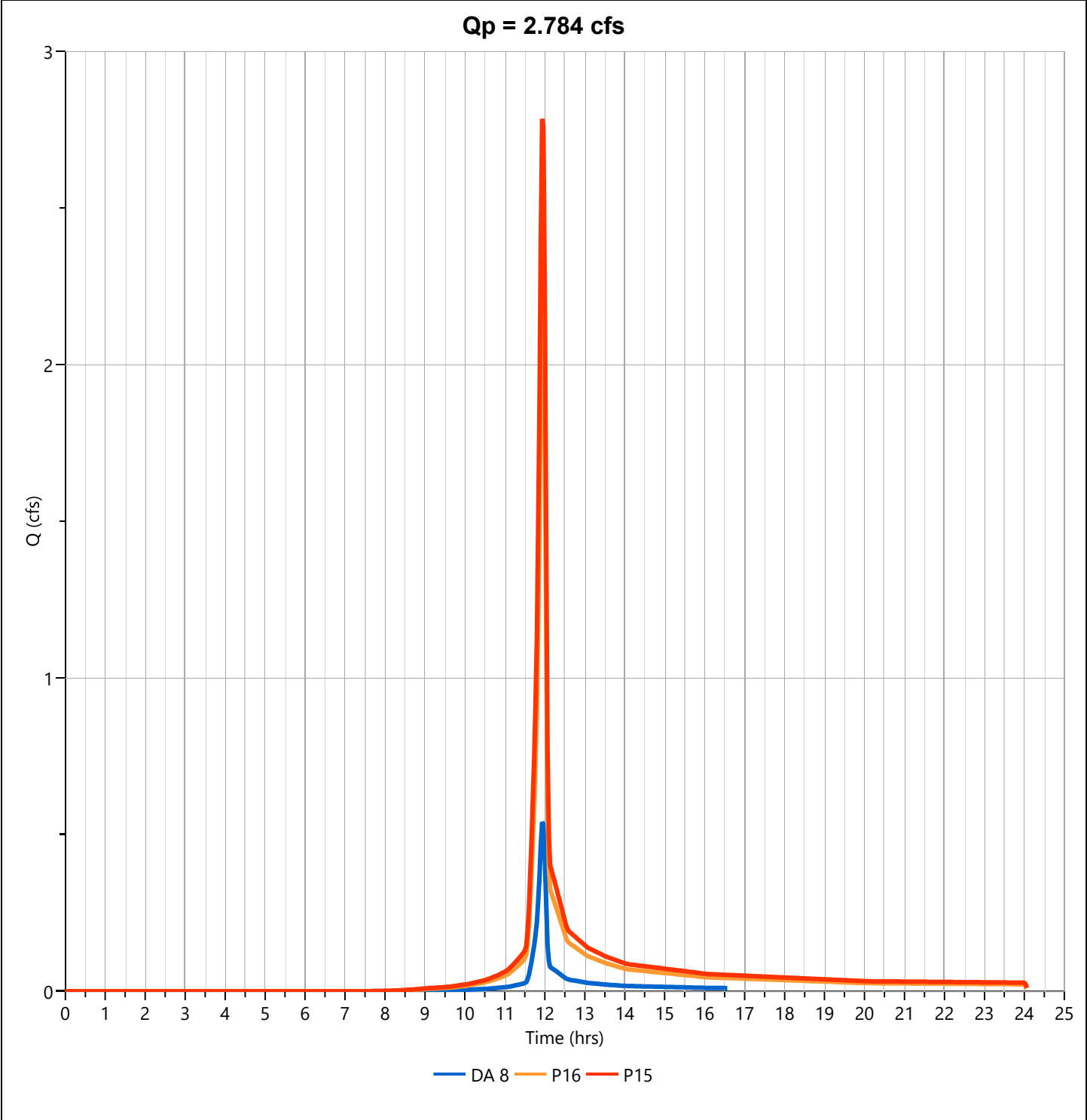
Hydrograph Type	= Junction	Peak Flow	= 2.244 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 4,541 cuft
Inflow Hydrographs		Total Contrib. Area	= 0.0 ac



P15

Hyd. No. 26

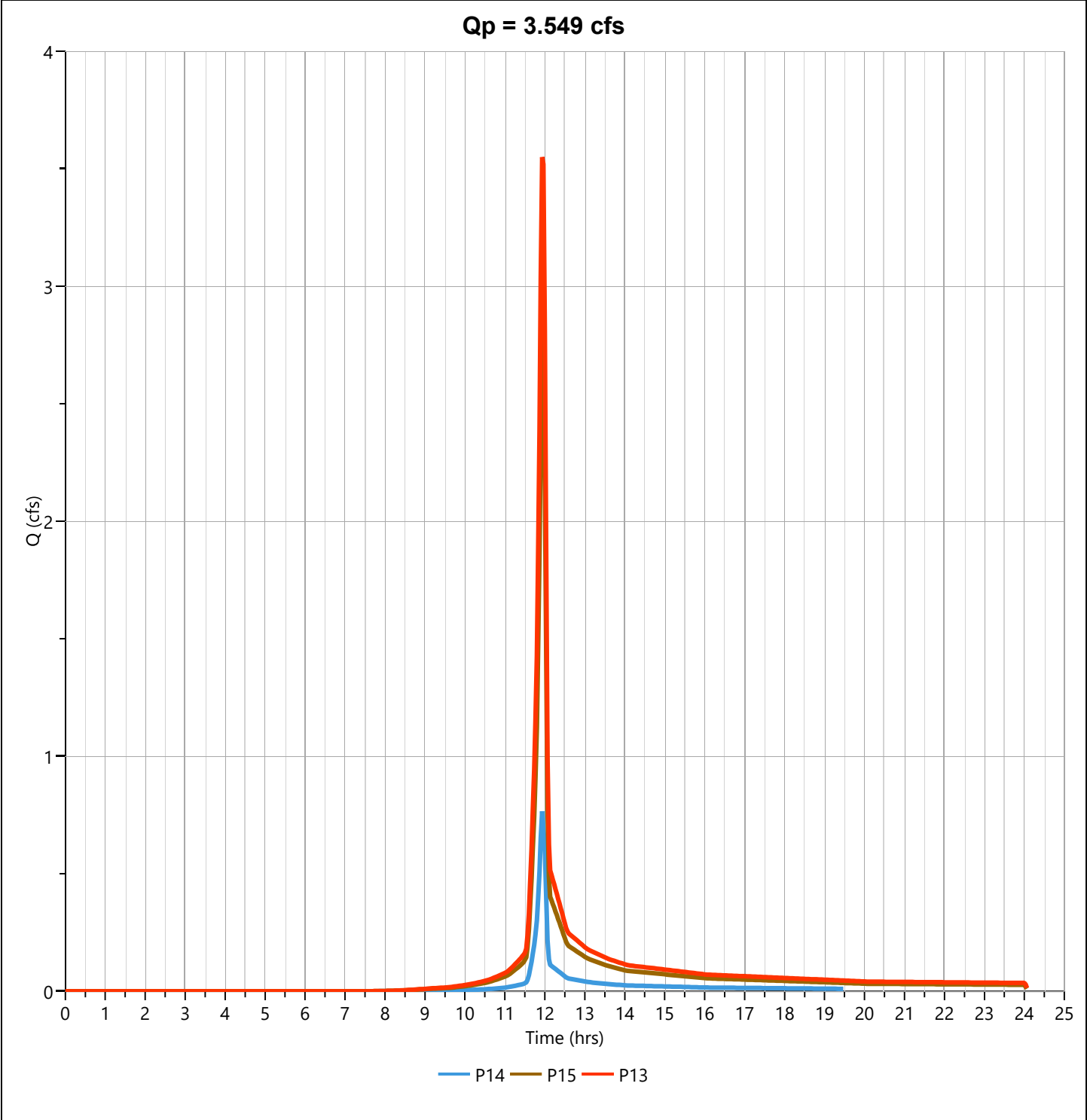
Hydrograph Type	= Junction	Peak Flow	= 2.784 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 5,635 cuft
Inflow Hydrographs	= 11	Total Contrib. Area	= 0.22 ac



P13

Hyd. No. 27

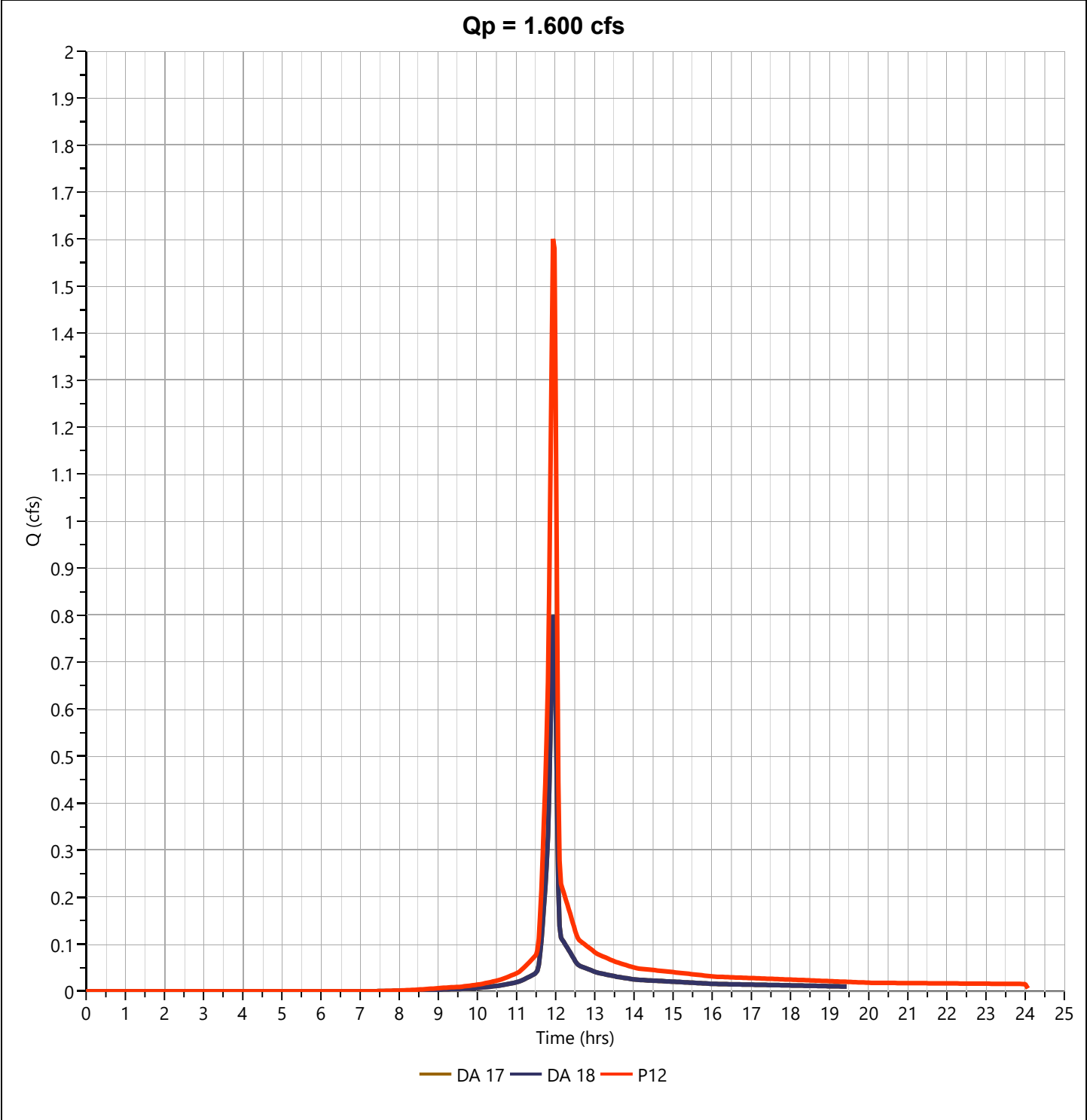
Hydrograph Type	= Junction	Peak Flow	= 3.549 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 7,183 cuft
Inflow Hydrographs		Total Contrib. Area	= 0.0 ac



P12

Hyd. No. 28

Hydrograph Type	= Junction	Peak Flow	= 1.600 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 3,247 cuft
Inflow Hydrographs	= 16, 18	Total Contrib. Area	= 0.64 ac



Hydrograph Report

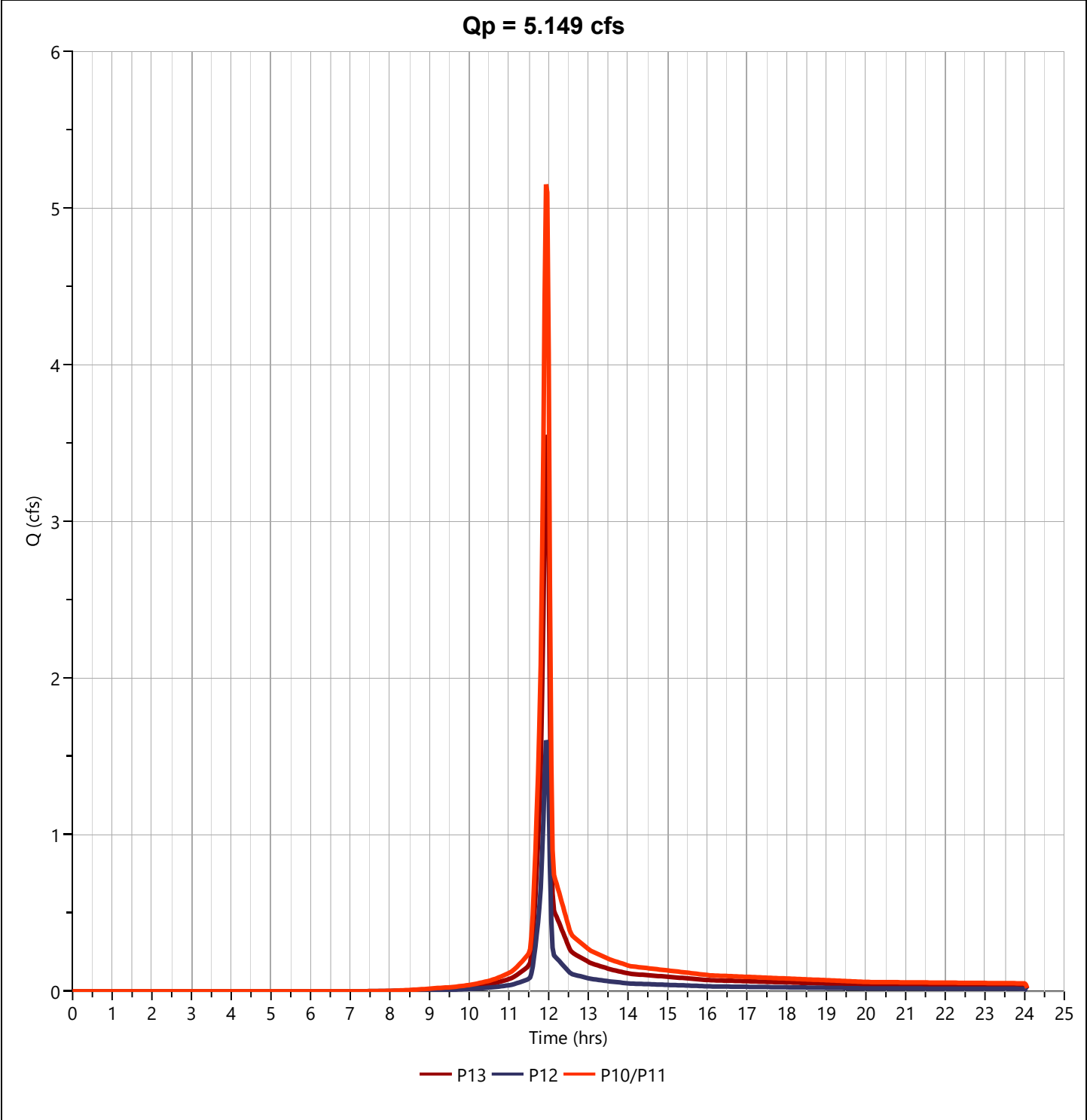
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

P10/P11

Hyd. No. 29

Hydrograph Type	= Junction	Peak Flow	= 5.149 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 10,430 cuft
Inflow Hydrographs		Total Contrib. Area	= 0.0 ac



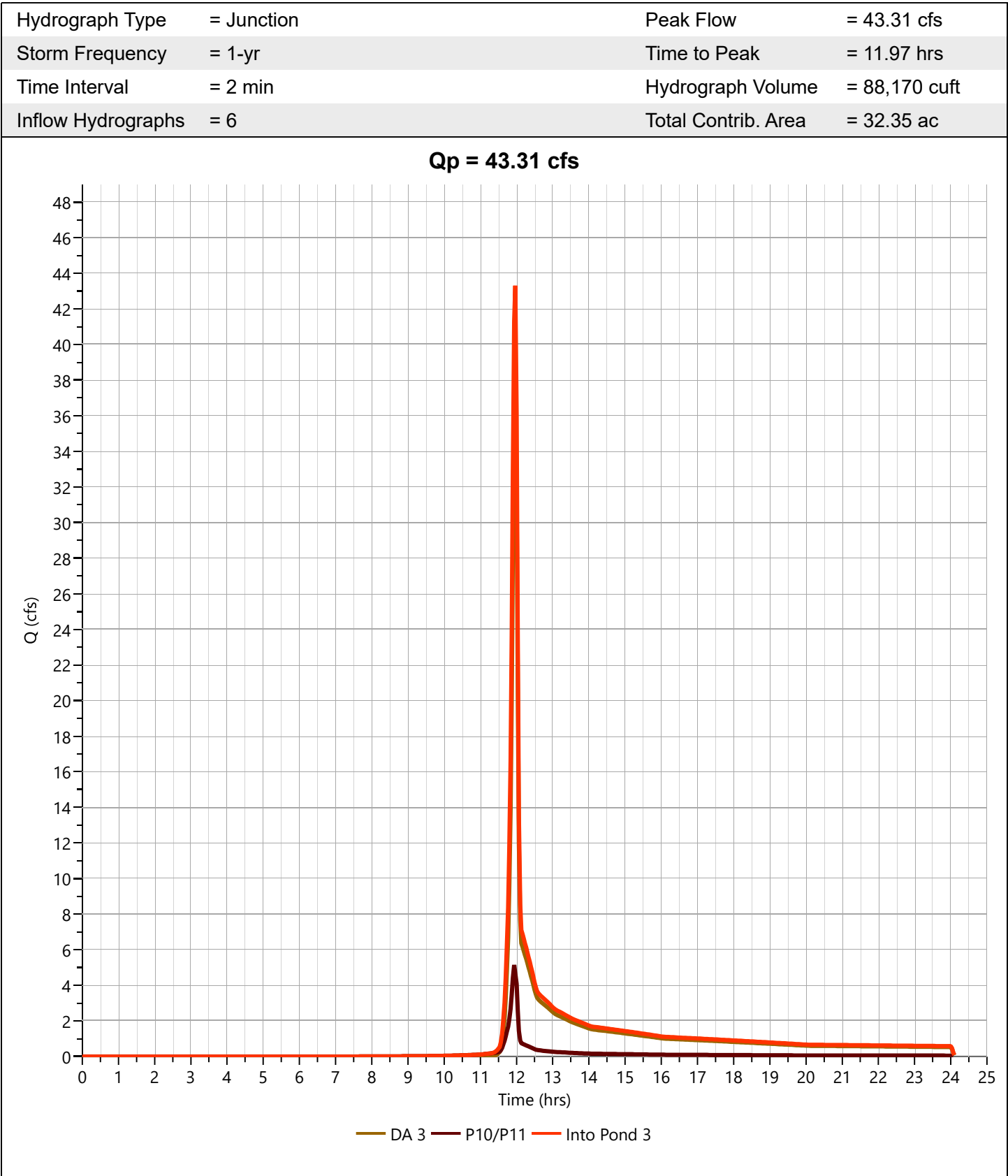
Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Into Pond 3

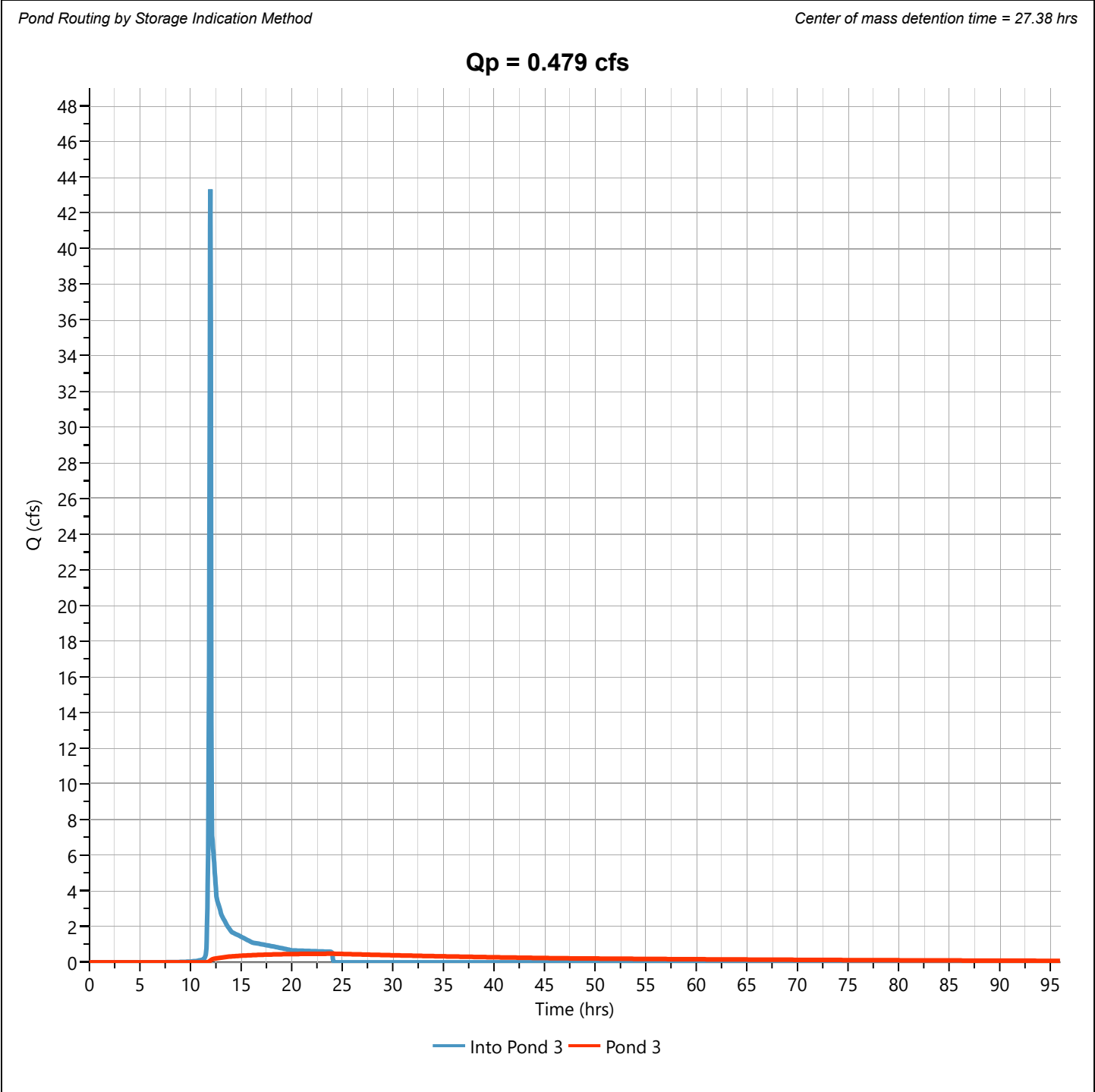
Hyd. No. 30



Pond 3

Hyd. No. 31

Hydrograph Type	= Pond Route	Peak Flow	= 0.479 cfs
Storm Frequency	= 1-yr	Time to Peak	= 24.03 hrs
Time Interval	= 2 min	Hydrograph Volume	= 69,144 cuft
Inflow Hydrograph	= 30 - Into Pond 3	Max. Elevation	= 957.35 ft
Pond Name	= Pond 3	Max. Storage	= 70,626 cuft



Pond Report

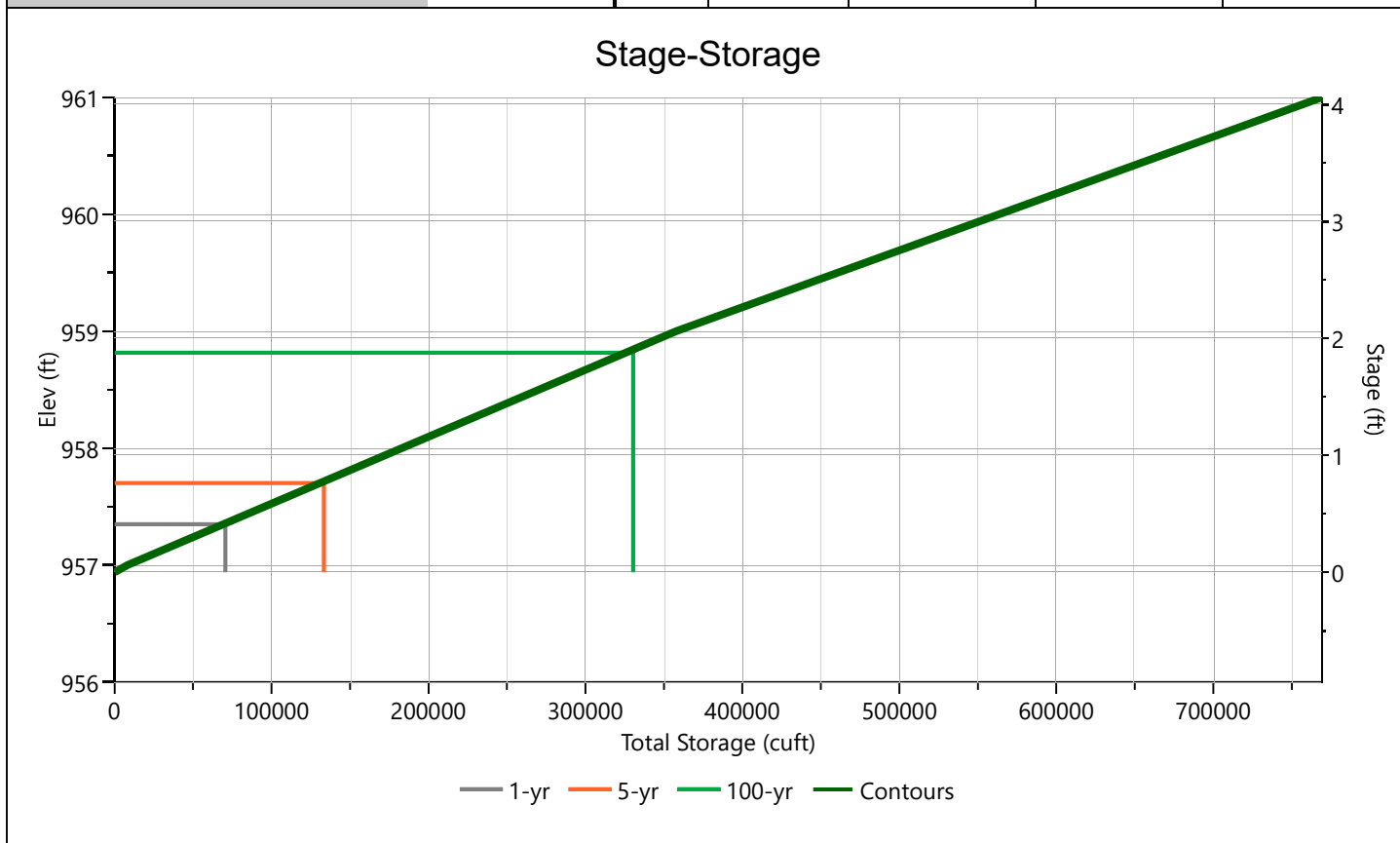
File: 25-152 Hydrology Studio.hys

Hydrology Studio v 3.0.0.40

12-23-2025

Pond 3

Stage-Storage

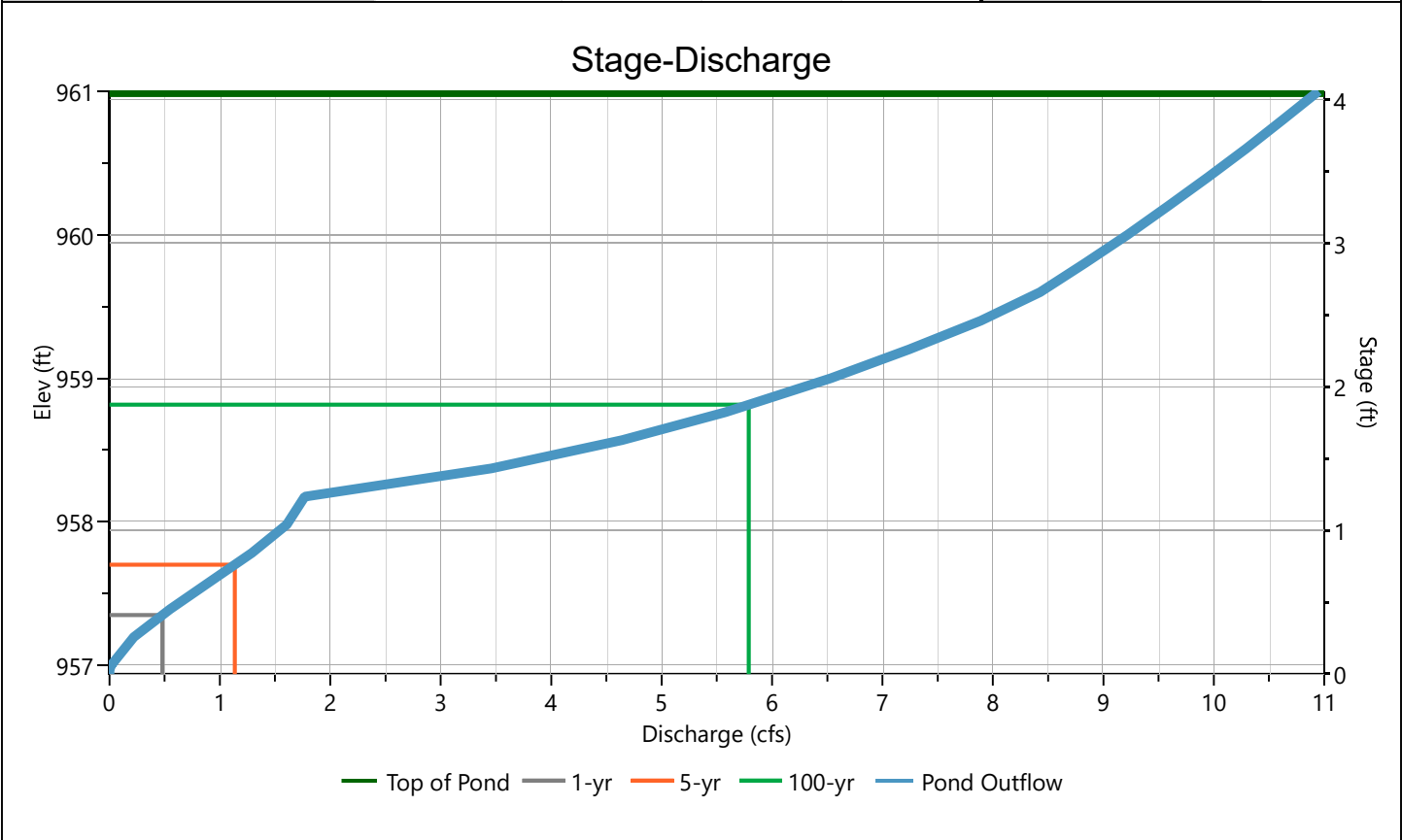
[illegible]

Pond Report

Pond 3

Stage-Discharge

Culvert / Orifices	Cir Culvert	Orifice			Perforated Riser
		1	2	3	
Rise, in	15				Hole Diameter, in
Span, in	15				No. holes
No. Barrels	1				Invert Elevation, ft
Invert Elevation, ft	956.94				Height, ft
Orifice Coefficient, Co	0.60				Orifice Coefficient, Co
Length, ft	21				
Barrel Slope, %	.3				
N-Value, n	0.013				
Weirs	Riser	Weir			Ancillary
		1	2	3	
Shape / Type					Exfiltration, in/hr
Crest Elevation, ft					
Crest Length, ft					
Angle, deg					
Weir Coefficient, Cw					



Pond Report

File: 25-152 Hydrology Studio.hys

Hydrology Studio v 3.0.0.40

12-23-2025

Pond 3

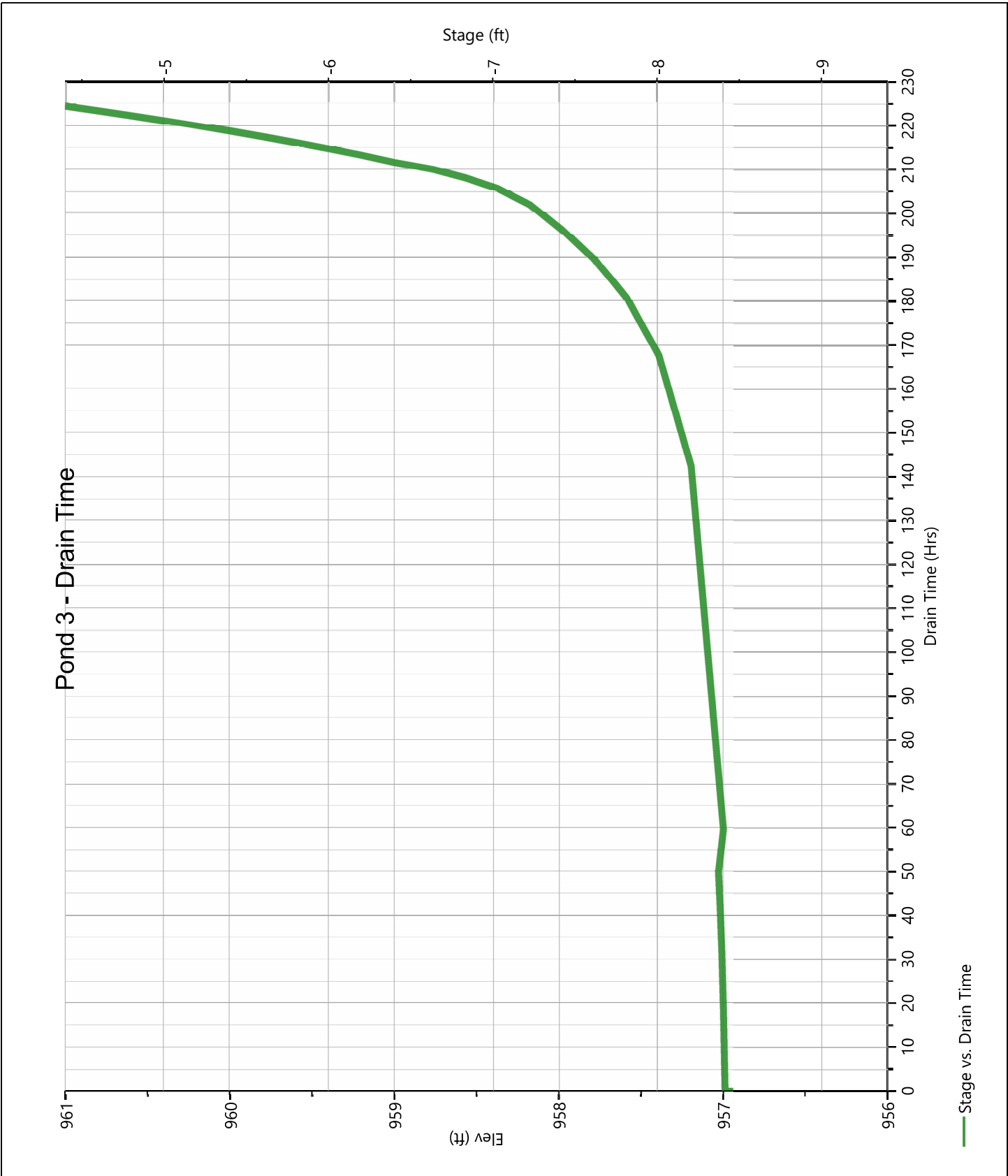
Stage-Storage-Discharge Summary

[illegible]

Suffix key: ic = inlet control, oc = outlet control, s = submerged weir

Pond 3

Pond Drawdown



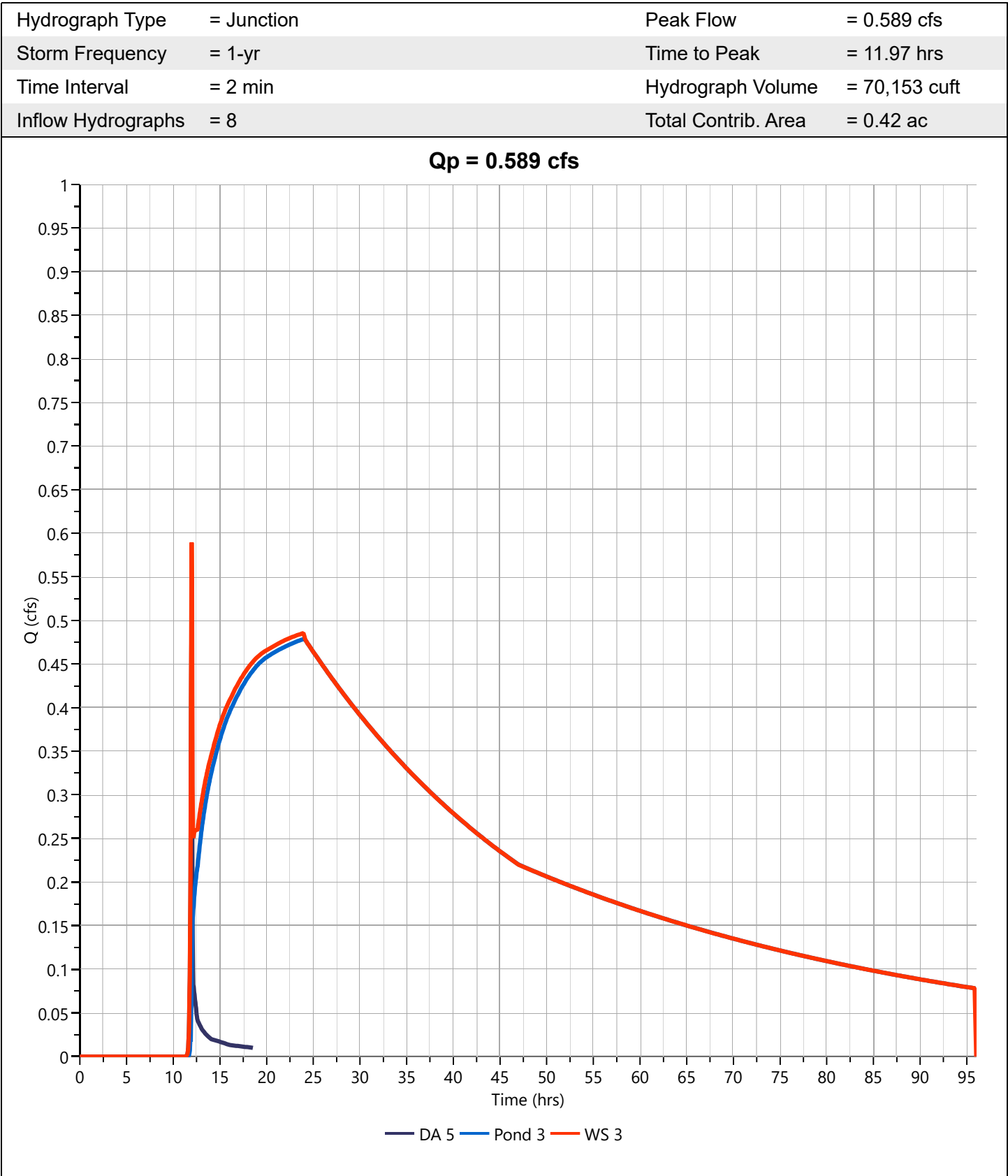
Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post WS 3

Hyd. No. 32



Hydrograph Report

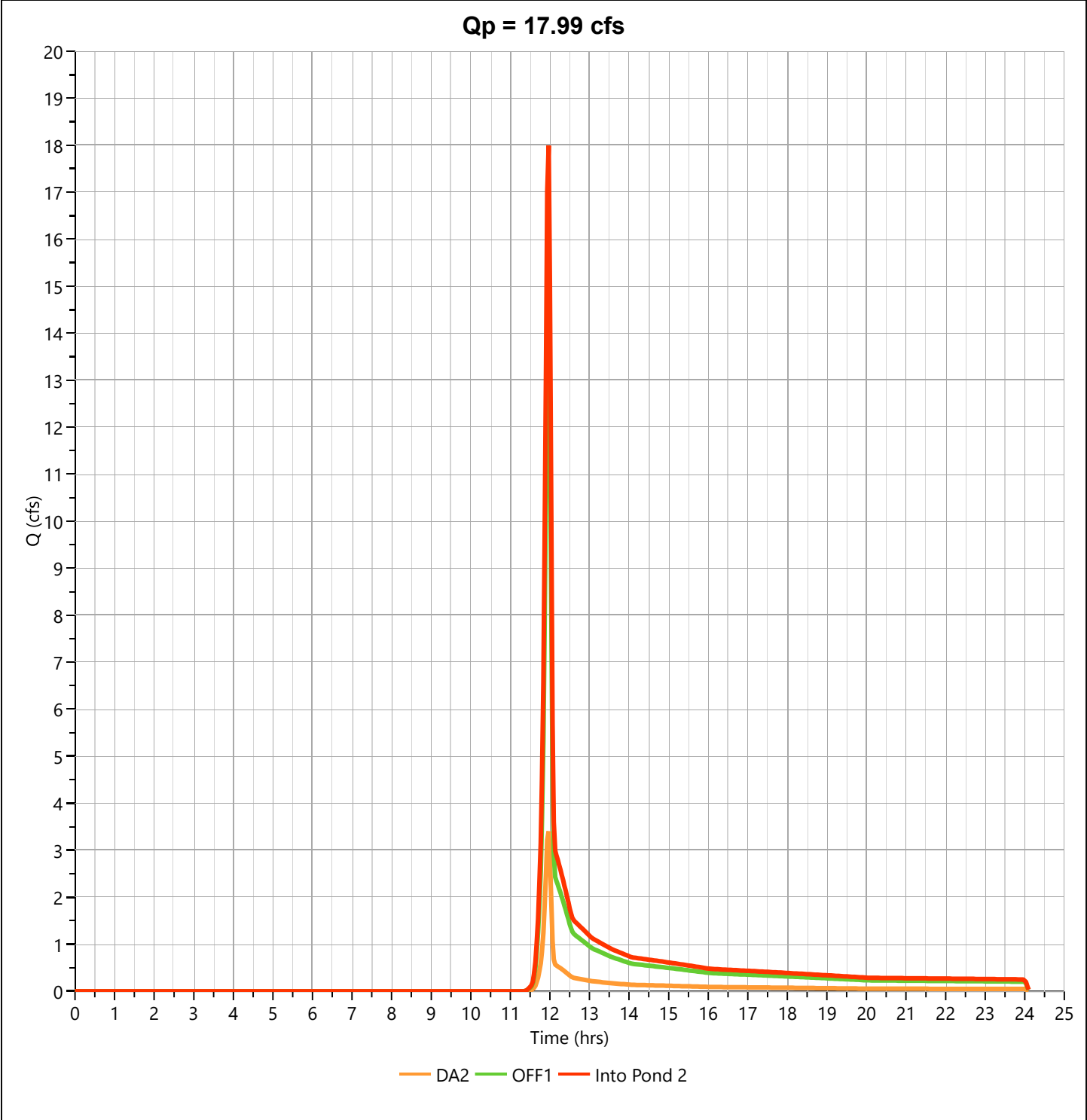
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Into Pond 2

Hyd. No. 33

Hydrograph Type	= Junction	Peak Flow	= 17.99 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Hydrograph Volume	= 36,599 cuft
Inflow Hydrographs	= 5, 24	Total Contrib. Area	= 15.23 ac



Hydrograph Report

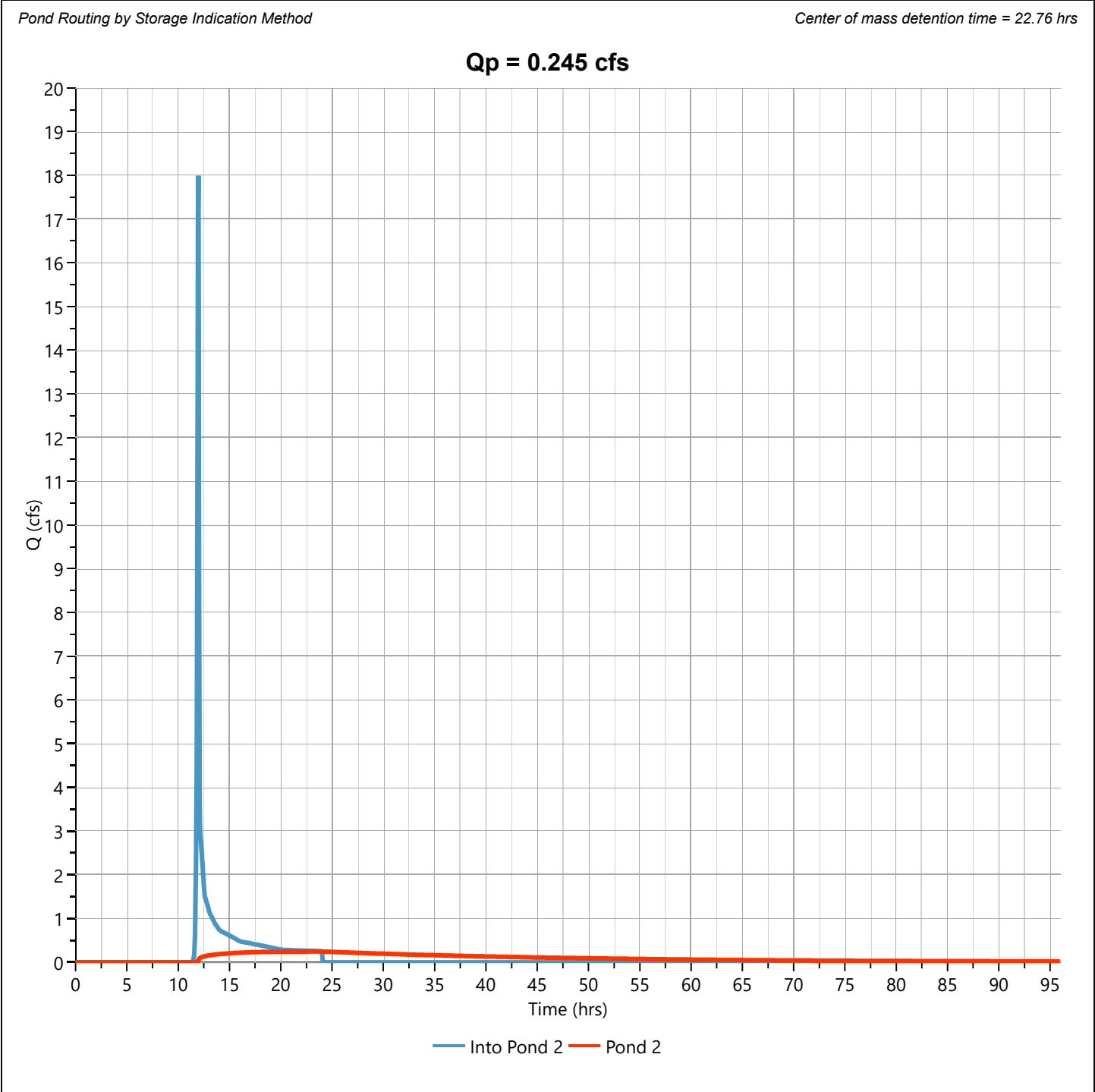
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Pond 2

Hyd. No. 34

Hydrograph Type	= Pond Route	Peak Flow	= 0.245 cfs
Storm Frequency	= 1-yr	Time to Peak	= 24.00 hrs
Time Interval	= 2 min	Hydrograph Volume	= 31,045 cuft
Inflow Hydrograph	= 33 - Into Pond 2	Max. Elevation	= 965.61 ft
Pond Name	= Pond 2	Max. Storage	= 27,122 cuft



Pond Report

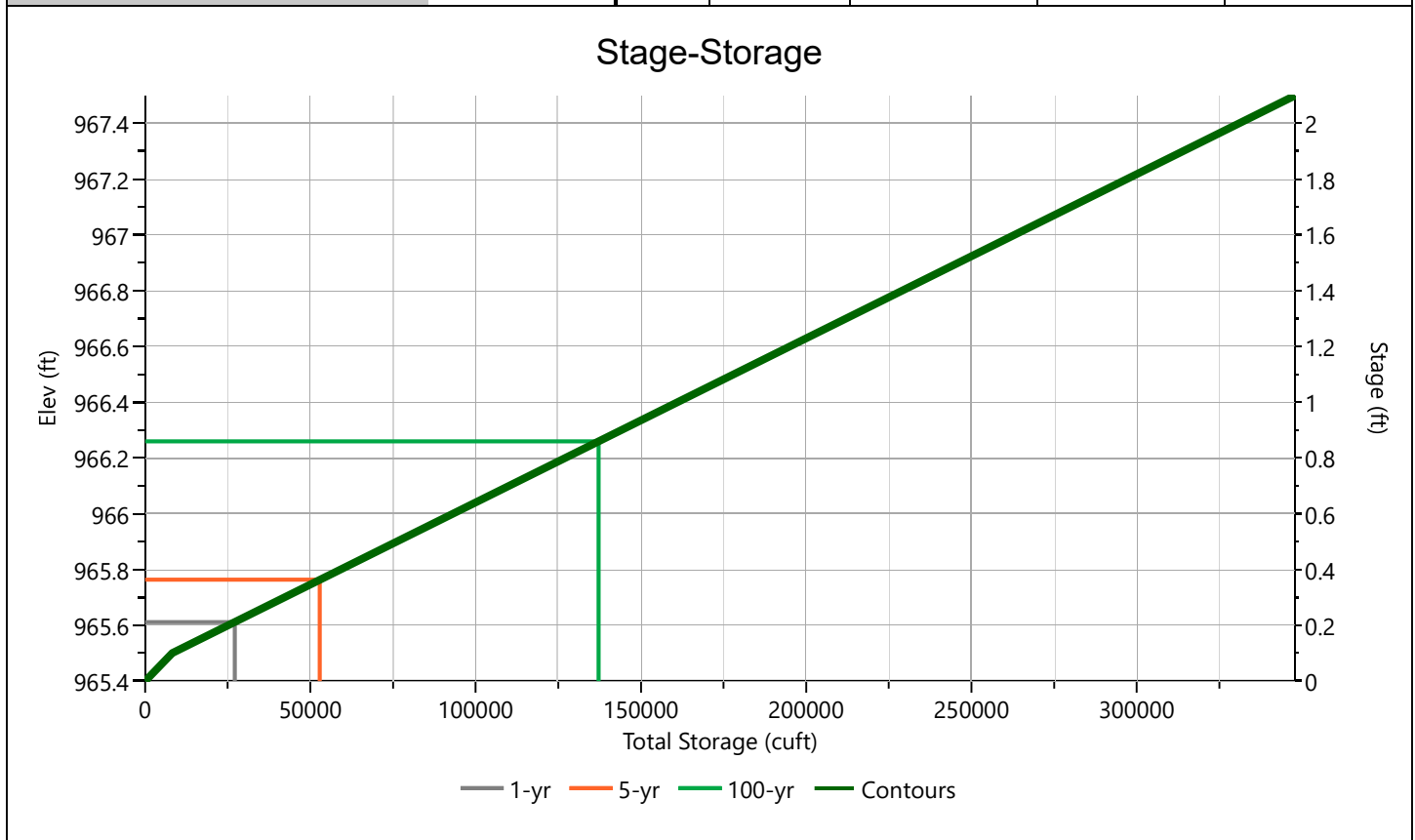
File: 25-152 Hydrology Studio.hys

Hydrology Studio v 3.0.0.40

12-23-2025

Pond 2

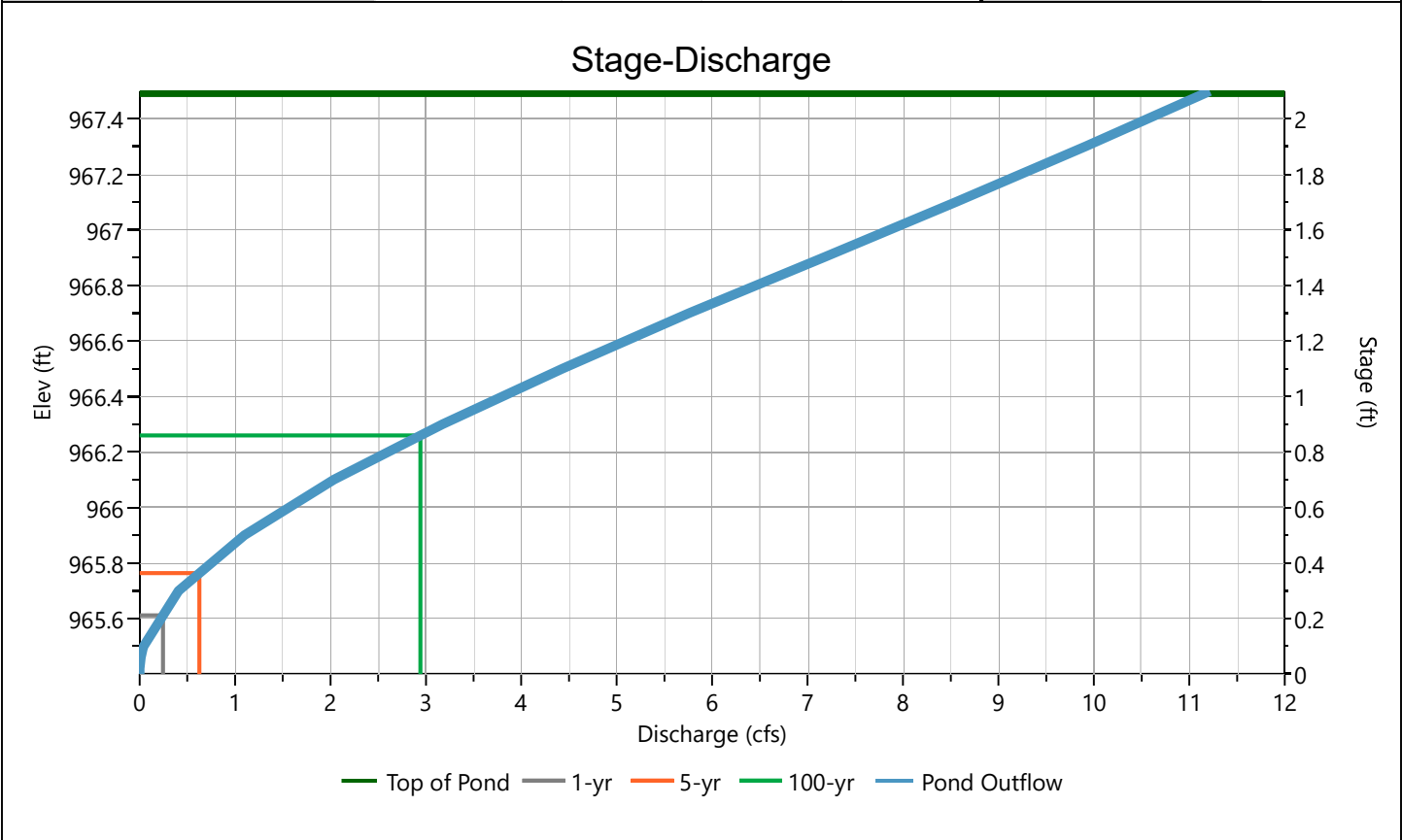
Stage-Storage

[illegible]

Pond 2

Stage-Discharge

Culvert / Orifices	Cir Culvert	Orifice			Perforated Riser
		1	2	3	
Rise, in	36				Hole Diameter, in
Span, in	36				No. holes
No. Barrels	1				Invert Elevation, ft
Invert Elevation, ft	965.40				Height, ft
Orifice Coefficient, Co	0.60				Orifice Coefficient, Co
Length, ft	175				
Barrel Slope, %	.1				
N-Value, n	0.013				
Weirs	Riser	Weir			Ancillary
		1	2	3	
Shape / Type					Exfiltration, in/hr
Crest Elevation, ft					
Crest Length, ft					
Angle, deg					
Weir Coefficient, Cw					



Pond Report

File: 25-152 Hydrology Studio.hys

Hydrology Studio v 3.0.0.40

12-23-2025

Pond 2

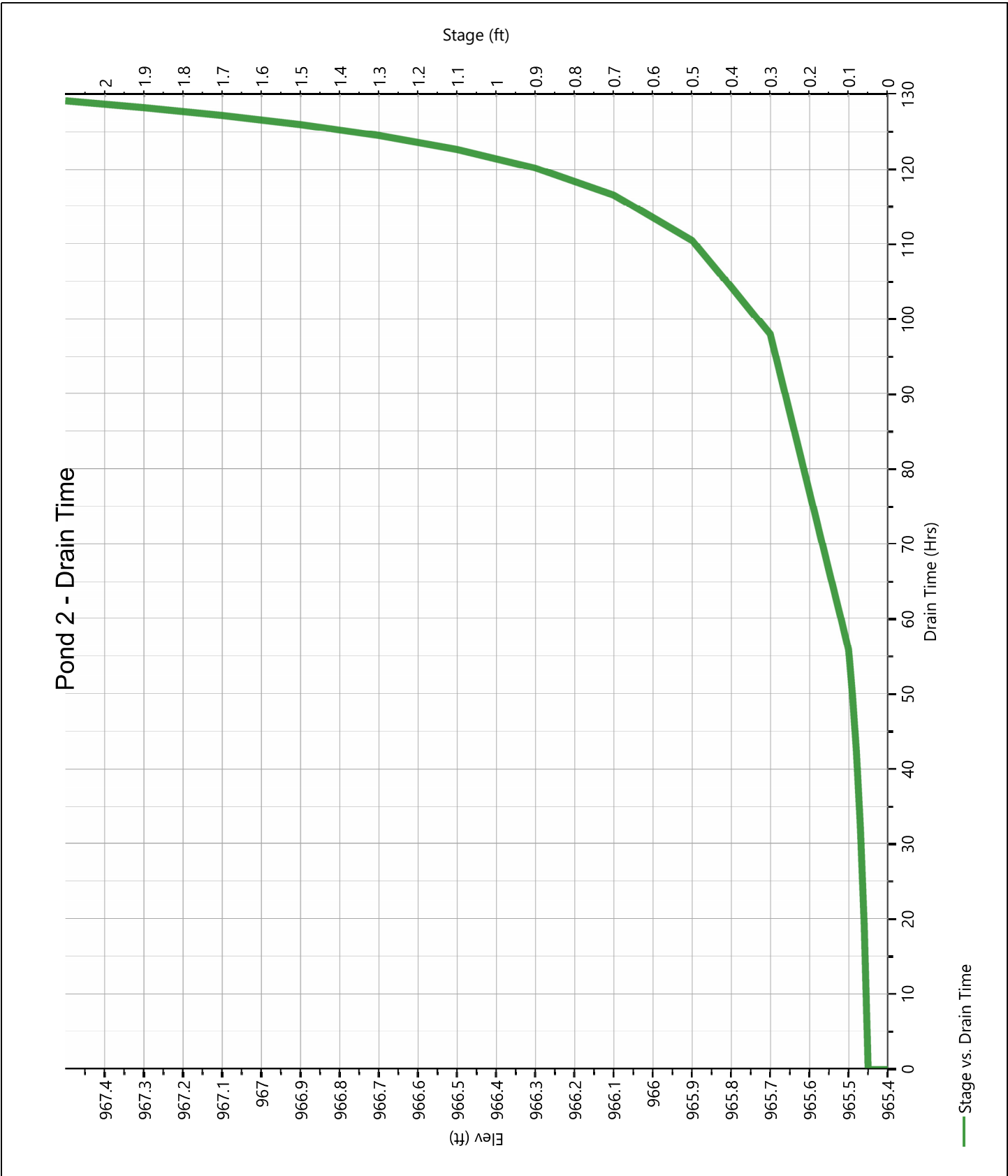
Stage-Storage-Discharge Summary

[illegible]

Suffix key: ic = inlet control, oc = outlet control, s = submerged weir

Pond 2

Pond Drawdown



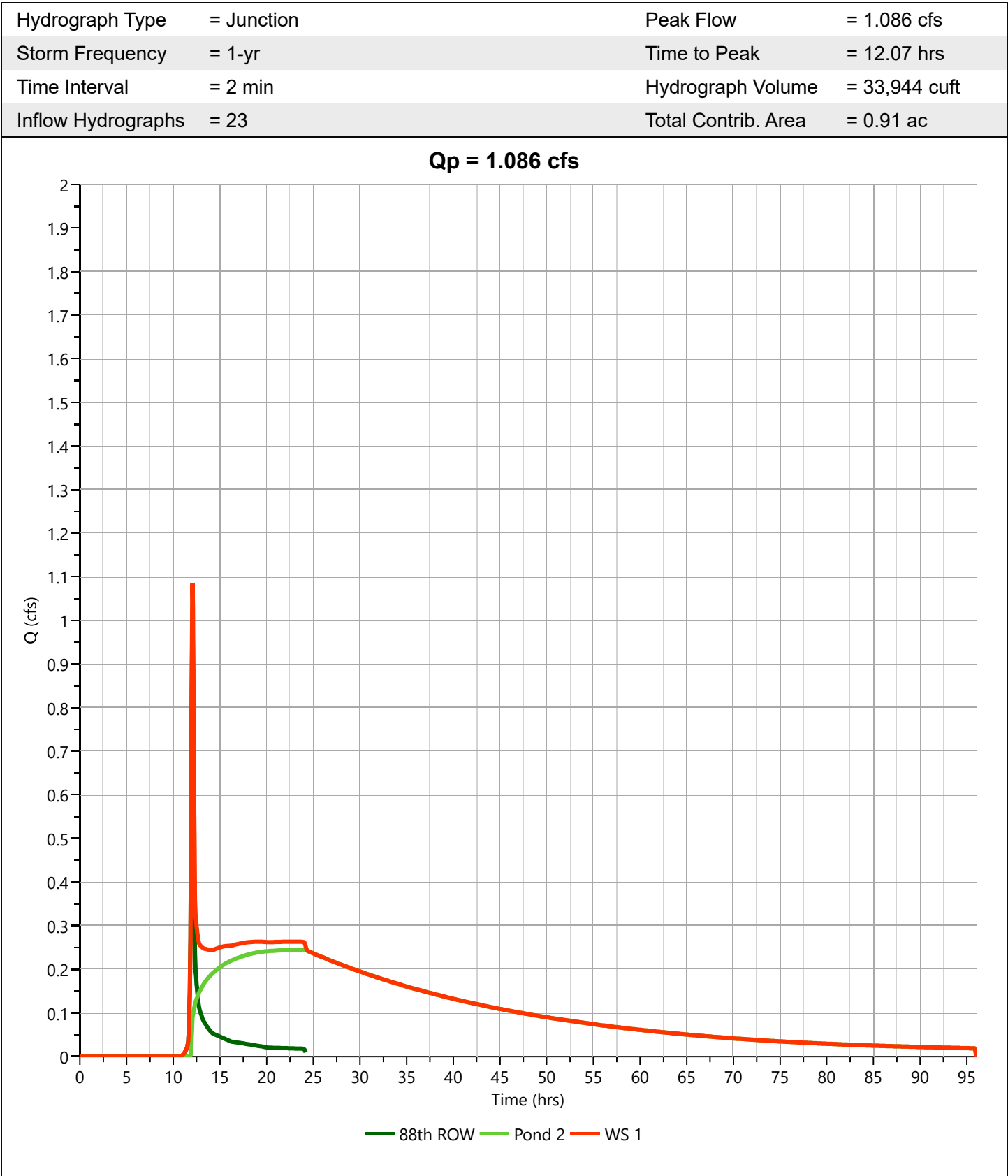
Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post WS 1

Hyd. No. 35



Hydrograph Report

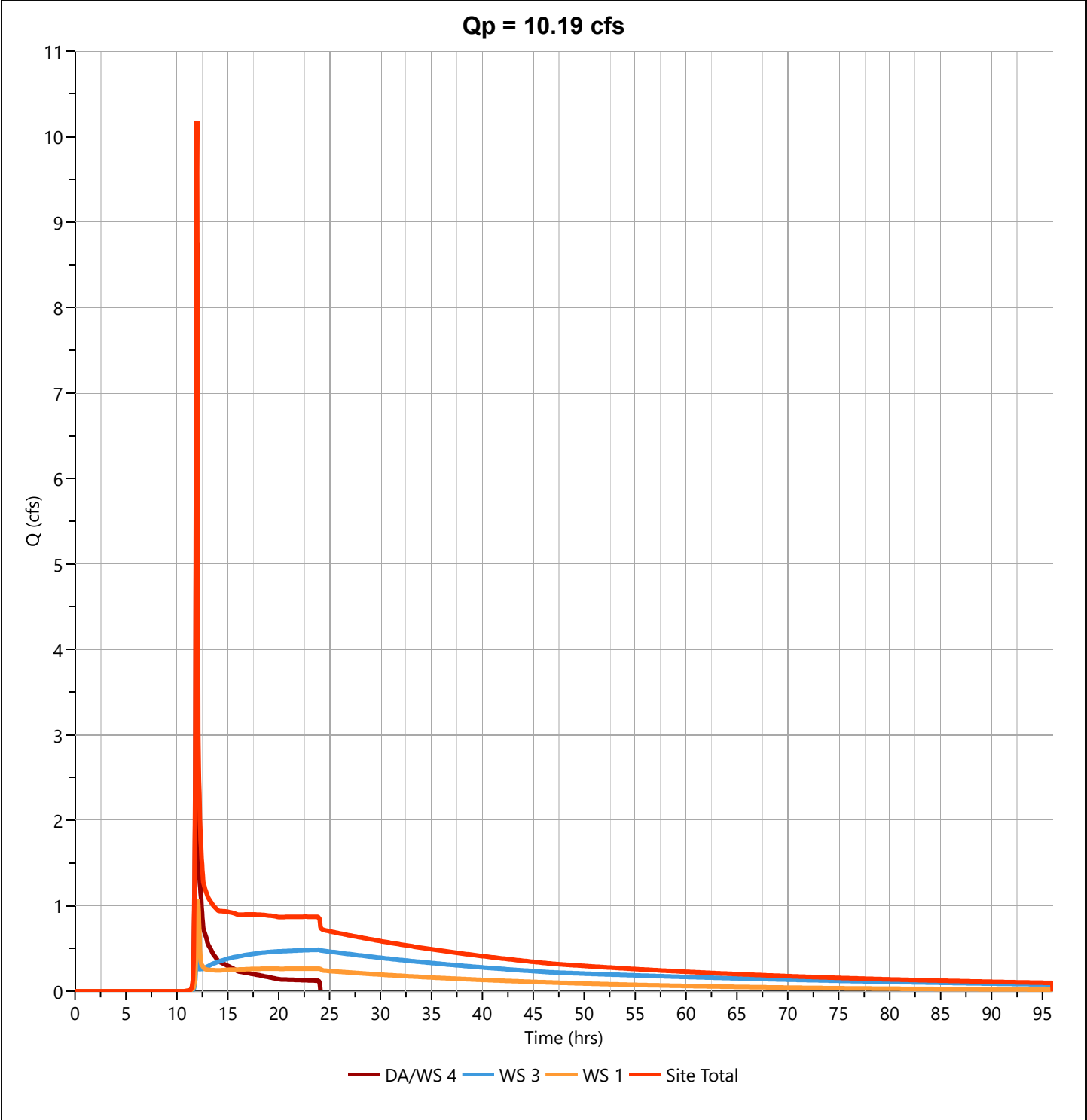
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post Site Total

Hyd. No. 36

Hydrograph Type	= Junction	Peak Flow	= 10.19 cfs
Storm Frequency	= 1-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Hydrograph Volume	= 121,928 cuft
Inflow Hydrographs	= 7	Total Contrib. Area	= 7.42 ac



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

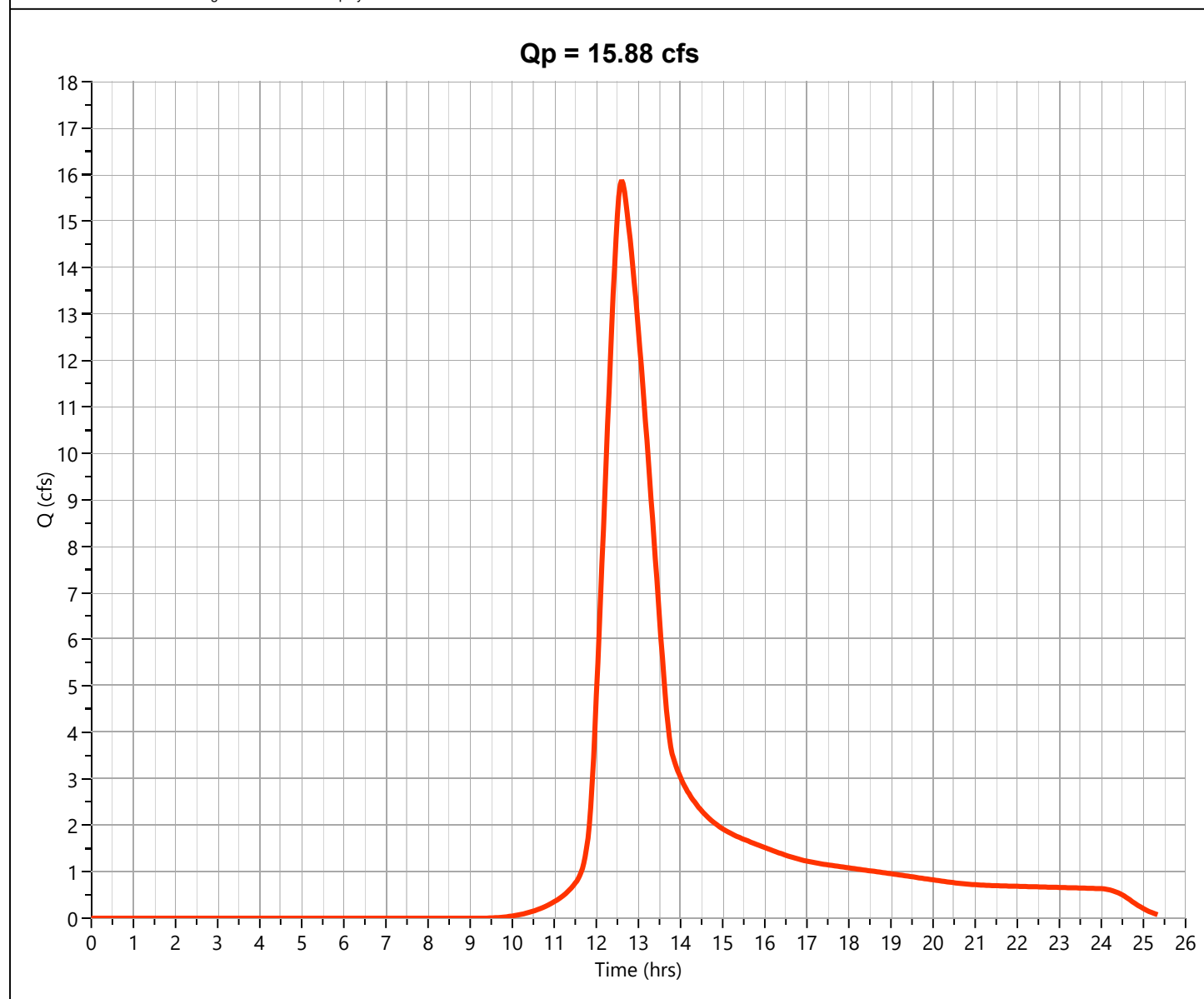
Pre Outlot Y

Hyd. No. 37

Hydrograph Type	= NRCS Runoff	Peak Flow	= 15.88 cfs
Storm Frequency	= 1-yr	Time to Peak	= 12.60 hrs
Time Interval	= 2 min	Runoff Volume	= 117,057 cuft
Drainage Area	= 26.49 ac	Curve Number	= 83.50*
Tc Method	= TR55 (See Worksheet)	Time of Conc. (Tc)	= 70.33 min
Total Rainfall	= 2.67 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
13.25	78.00	Row Crop HSG B
13.24	89.00	Row Crop HSG D
26.49	83.50	Weighted CN Method Employed



Tc by TR55 Worksheet

File: 25-152 Hydrology Studio.hys

Hydrology Studio v 3.0.0.40

12-23-2025

Outlot Y NRCS Runoff

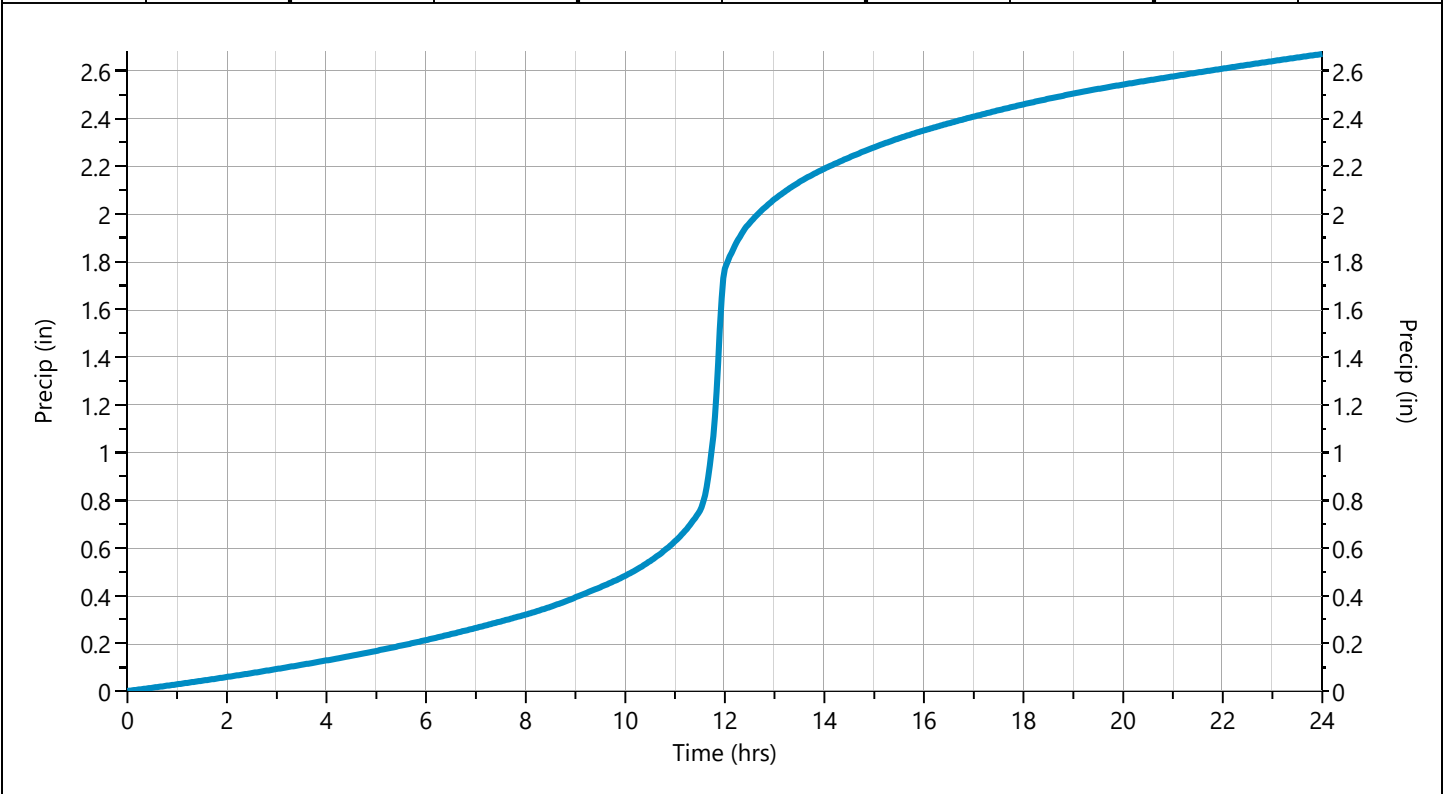
Hyd. No. 37

Description	Segments			Tc (min)
	A	B	C	
Sheet Flow				
Description				
Manning's n	0.170	0.013	0.013	
Flow Length (ft)	100			
2-yr, 24-hr Precip. (in)	3.08	3.08	3.08	
Land Slope (%)	.5			
Travel Time (min)	19.22	0.00	0.00	19.22
Shallow Concentrated Flow				
Flow Length (ft)	1900			
Watercourse Slope (%)	0.50	0.00	0.00	
Surface Description	Cultivated	Paved	Paved	
Average Velocity (ft/s)	.62			
Travel Time (min)	51.11	0.00	0.00	51.11
Channel Flow				
X-sectional Flow Area (sqft)				
Wetted Perimeter (ft)				
Channel Slope (%)				
Manning's n	0.013	0.013	0.013	
Velocity (ft/s)				
Flow Length (ft)				
Travel Time (min)	0.00	0.00	0.00	0.00
Total Travel Time				70.33 min

Storm Distribution: NRCS/SCS - Type II, 24-hr

Storm Duration	Total Rainfall Volume (in)								
	✓ 1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
24 hrs	2.67	3.08	1.25	3.81	4.46	5.44	6.26	7.12	

Incremental Rainfall Distribution, 1-yr									
Time (hrs)	Precip (in)	Time (hrs)	Precip (in)	Time (hrs)	Precip (in)	Time (hrs)	Precip (in)	Time (hrs)	Precip (in)
10.90	0.005993	11.27	0.008544	11.63	0.035268	12.00	0.040124	12.37	0.010787
10.93	0.006111	11.30	0.008829	11.67	0.042293	12.03	0.017850	12.40	0.010110
10.97	0.006230	11.33	0.009114	11.70	0.049318	12.07	0.016874	12.43	0.009434
11.00	0.006349	11.37	0.009398	11.73	0.056343	12.10	0.016198	12.47	0.008758
11.03	0.006550	11.40	0.009683	11.77	0.064672	12.13	0.015522	12.50	0.008081
11.07	0.006835	11.43	0.009968	11.80	0.082905	12.17	0.014845	12.53	0.007667
11.10	0.007120	11.47	0.010253	11.83	0.102445	12.20	0.014169	12.57	0.007512
11.13	0.007405	11.50	0.010538	11.87	0.121985	12.23	0.013492	12.60	0.007357
11.17	0.007690	11.53	0.014213	11.90	0.141526	12.27	0.012816	12.63	0.007203
11.20	0.007974	11.57	0.021218	11.93	0.129155	12.30	0.012140	12.67	0.007049
11.23	0.008259	11.60	0.028243	11.97	0.084594	12.33	0.011463	12.70	0.006894



Hydrograph 5-yr Summary

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

Hyd. No.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cuft)	Inflow Hyd(s)	Maximum Elevation (ft)	Maximum Storage (cuft)
1	NRCS Runoff	Pre DA 2/WS 1	0.867	12.17	3,466	----		
2	NRCS Runoff	Pre DA/WS 3	44.26	12.60	319,732	----		
3	NRCS Runoff	Pre DA/WS 4	16.12	12.37	86,456	----		
4	Junction	Pre Site Total	57.80	12.53	409,655	1, 2, 3		
5	NRCS Runoff	Post DA2	7.142	11.97	14,293	----		
6	NRCS Runoff	Post DA 3	80.23	11.97	160,548	----		
7	NRCS Runoff	Post DA/WS 4	18.40	11.97	36,824	----		
8	NRCS Runoff	Post DA 5	1.042	11.97	2,084	----		
9	NRCS Runoff	Post DA 6	0.977	11.93	2,012	----		
10	NRCS Runoff	Post DA 7	1.844	11.93	3,789	----		
11	NRCS Runoff	Post DA 8	0.898	11.93	1,850	----		
12	NRCS Runoff	Post DA 9	0.473	11.93	970	----		
13	NRCS Runoff	Post DA 10	0.473	11.93	970	----		
14	NRCS Runoff	Post DA 15	0.703	11.93	1,431	----		
15	NRCS Runoff	Post DA 16	0.607	11.93	1,248	----		
16	NRCS Runoff	Post DA 17	1.322	11.93	2,731	----		
17	NRCS Runoff	DA17 - Lot	3.398	11.97	6,799	----		
18	NRCS Runoff	Post DA 18	1.322	11.93	2,731	----		
19	NRCS Runoff	DA 18 - Lot	17.56	11.97	35,137	----		
20	Junction	P8	0.946	11.93	1,940	12, 13		
21	Junction	P18	2.820	11.93	5,801	9, 10		
22	Junction	P14	1.310	11.93	2,680	14, 15		
23	NRCS Runoff	88th ROW	1.984	12.03	5,594	----		
24	NRCS Runoff	OFF1	30.63	11.97	61,291	----		
25	Junction	P16	3.767	11.93	7,740	20, 21		
26	Junction	P15	4.664	11.93	9,590	11, 25		
27	Junction	P13	5.974	11.93	12,270	22, 26		
28	Junction	P12	2.644	11.93	5,462	16, 18		
29	Junction	P10/P11	8.618	11.93	17,732	27, 28		
30	Junction	Into Pond 3	88.65	11.97	178,280	6, 29		
31	Pond Route	Pond 3	1.136	20.53	151,026	30	957.70	133,297
32	Junction	Post WS 3	1.384	11.97	153,111	8, 31		
33	Junction	Into Pond 2	37.77	11.97	75,584	5, 24		
34	Pond Route	Pond 2	0.625	18.70	68,476	33	965.76	52,871
35	Junction	Post WS 1	2.260	12.03	74,069	23, 34		
36	Junction	Post Site Total	21.64	11.97	264,004	7, 32, 35		

Hydrograph 5-yr Summary

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Hyd. No.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cuft)	Inflow Hyd(s)	Maximum Elevation (ft)	Maximum Storage (cuft)
37	NRCS Runoff	Pre Outlot Y	28.79	12.60	207,998	----		

Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

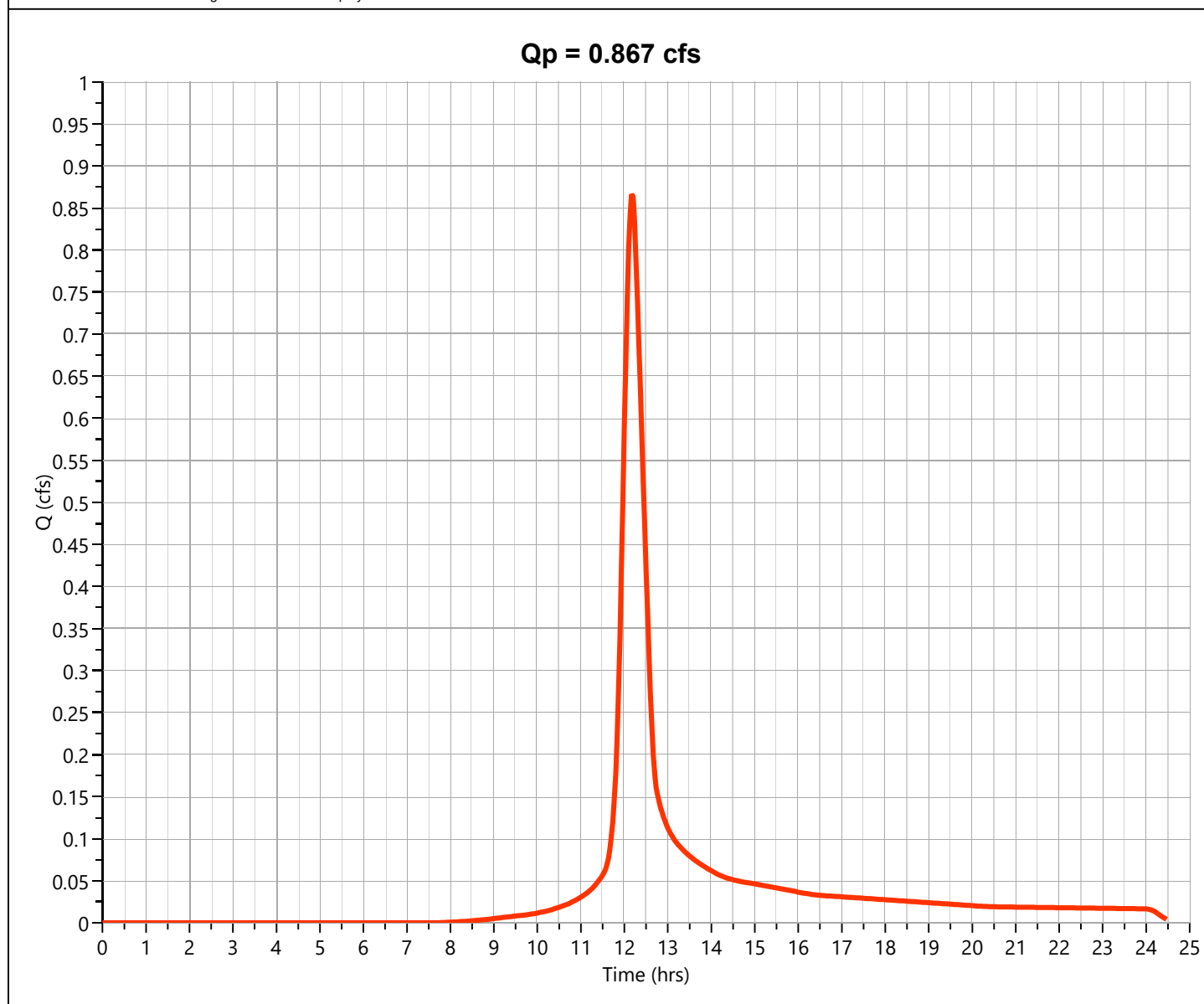
Pre DA 2/WS 1

Hyd. No. 1

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.867 cfs
Storm Frequency	= 5-yr	Time to Peak	= 12.17 hrs
Time Interval	= 2 min	Runoff Volume	= 3,466 cuft
Drainage Area	= 0.45 ac	Curve Number	= 83.00*
Tc Method	= TR55 (See Worksheet)	Time of Conc. (Tc)	= 28.61 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.23	78.00	Row Crop HSG B
0.22	89.00	Row Crop HSG D
0.45	83.00	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

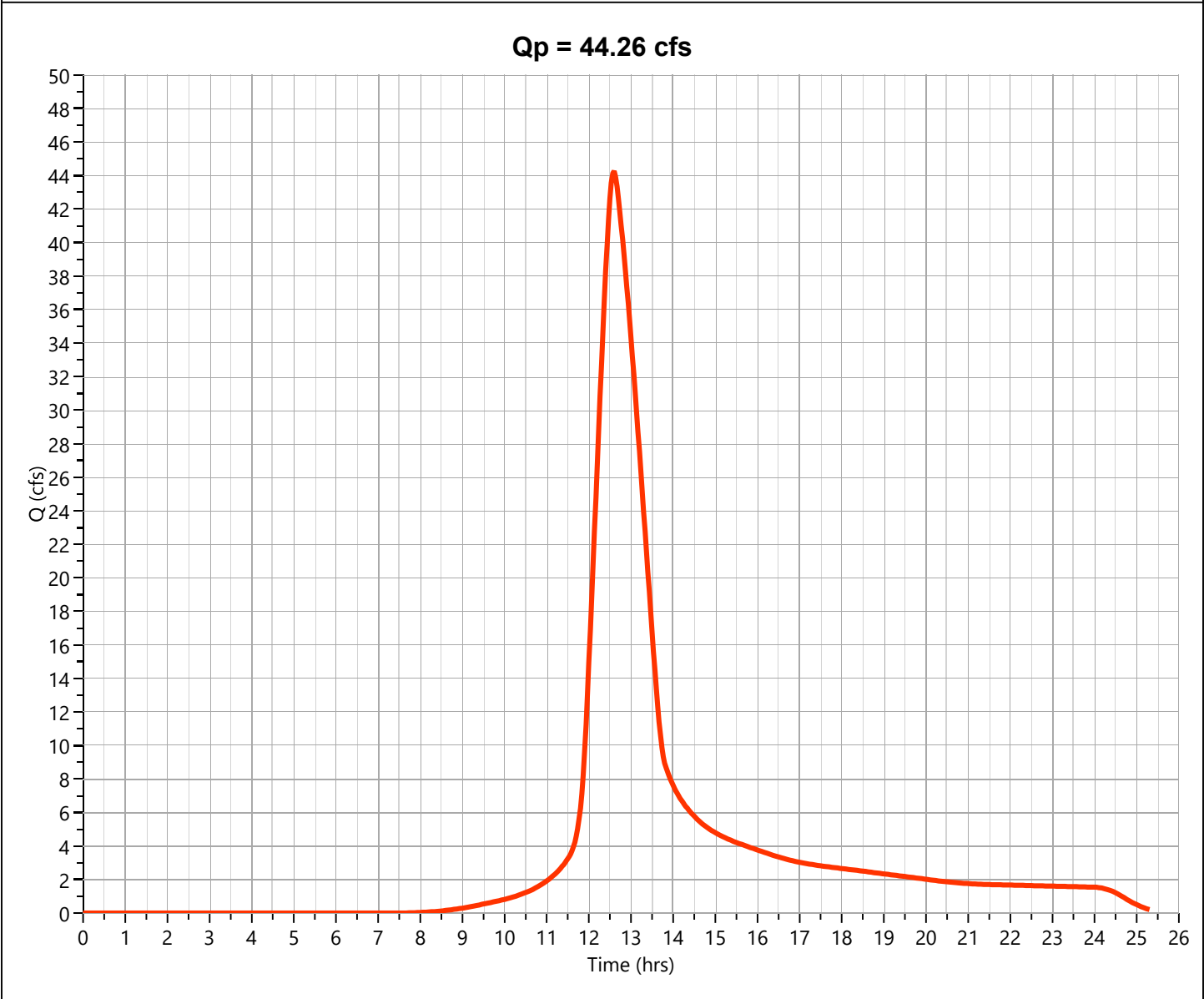
File: 25-152 Hydrology Studio.hys
12-23-2025

Pre DA/WS 3

Hyd. No. 2

Hydrograph Type	= NRCS Runoff	Peak Flow	= 44.26 cfs
Storm Frequency	= 5-yr	Time to Peak	= 12.60 hrs
Time Interval	= 2 min	Runoff Volume	= 319,732 cuft
Drainage Area	= 40.72 ac	Curve Number	= 83.50*
Tc Method	= TR55 (See Worksheet)	Time of Conc. (Tc)	= 70.33 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet		
AREA (ac)	CN	DESCRIPTION
20.36	78.00	Row Crop HSG B
20.36	89.00	Row Crop HSG D
40.72	83.50	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

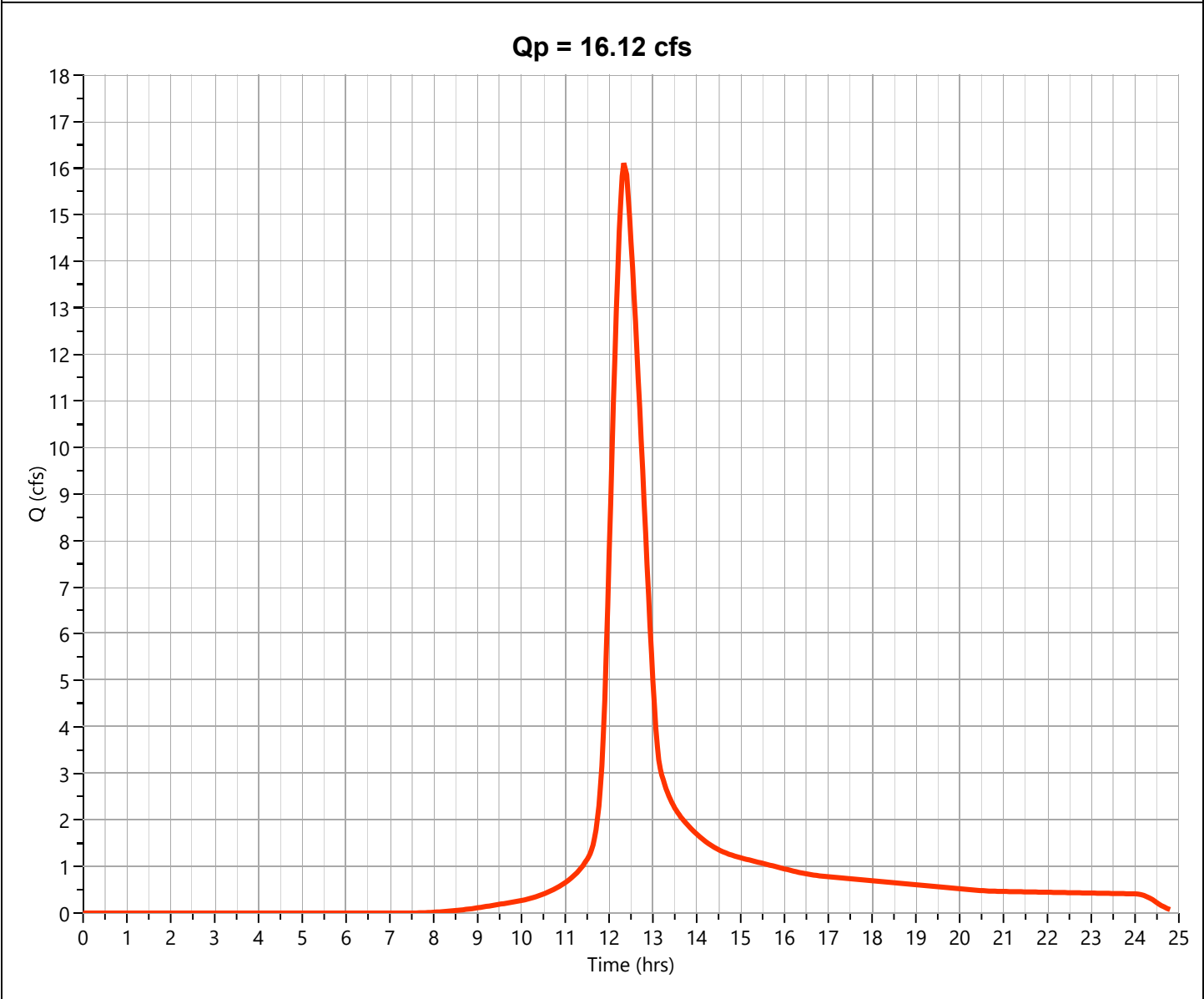
File: 25-152 Hydrology Studio.hys
12-23-2025

Pre DA/WS 4

Hyd. No. 3

Hydrograph Type	= NRCS Runoff	Peak Flow	= 16.12 cfs
Storm Frequency	= 5-yr	Time to Peak	= 12.37 hrs
Time Interval	= 2 min	Runoff Volume	= 86,456 cuft
Drainage Area	= 11.11 ac	Curve Number	= 83.50*
Tc Method	= TR55 (See Worksheet)	Time of Conc. (Tc)	= 46.12 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet		
AREA (ac)	CN	DESCRIPTION
5.56	78.00	Row Crop HSG B
5.55	89.00	Row Crop HSG C
11.11	83.50	Weighted CN Method Employed



Hydrograph Report

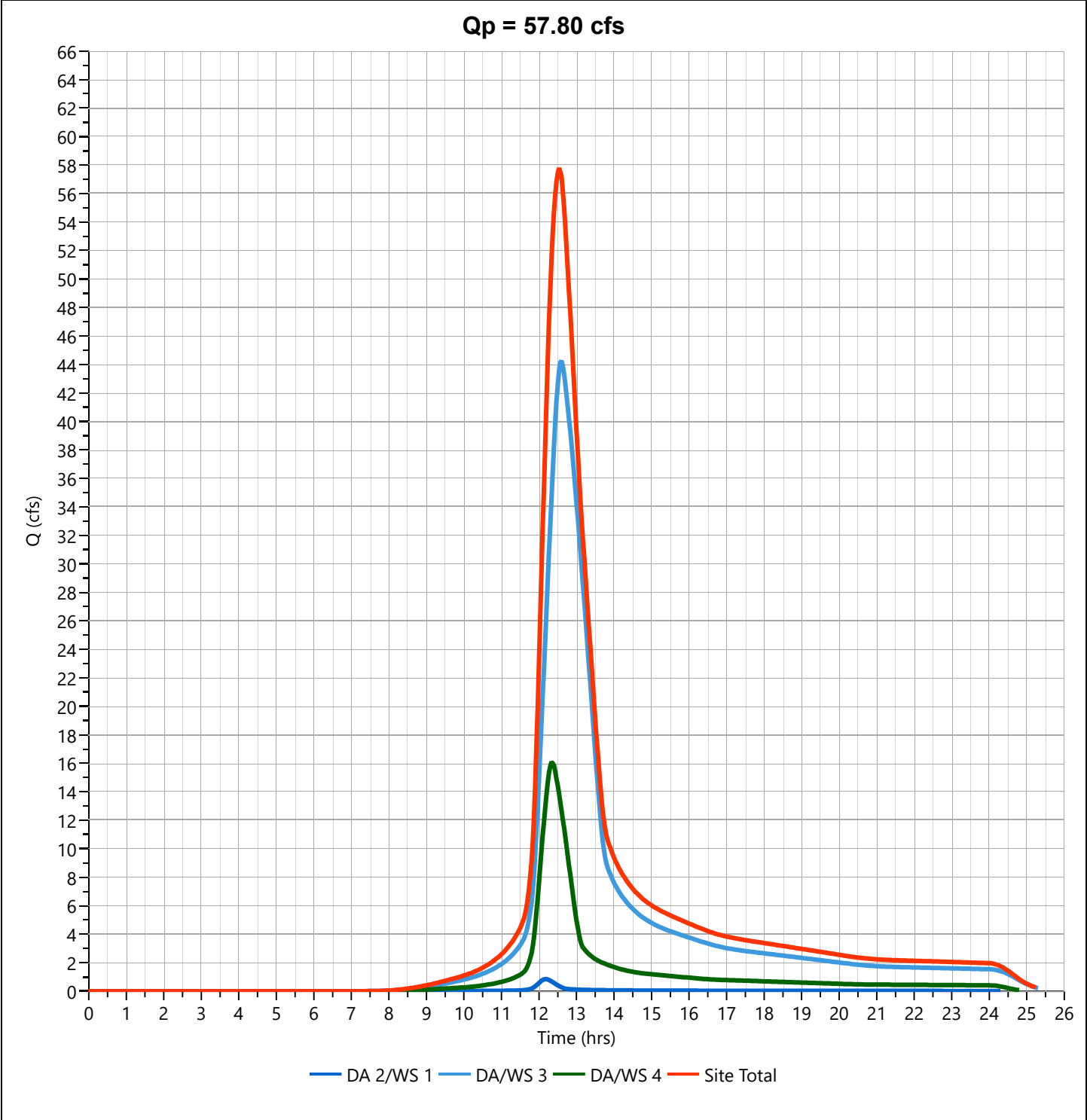
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Pre Site Total

Hyd. No. 4

Hydrograph Type	= Junction	Peak Flow	= 57.80 cfs
Storm Frequency	= 5-yr	Time to Peak	= 12.53 hrs
Time Interval	= 2 min	Hydrograph Volume	= 409,655 cuft
Inflow Hydrographs	= 1, 2, 3	Total Contrib. Area	= 52.28 ac



Hydrograph Report

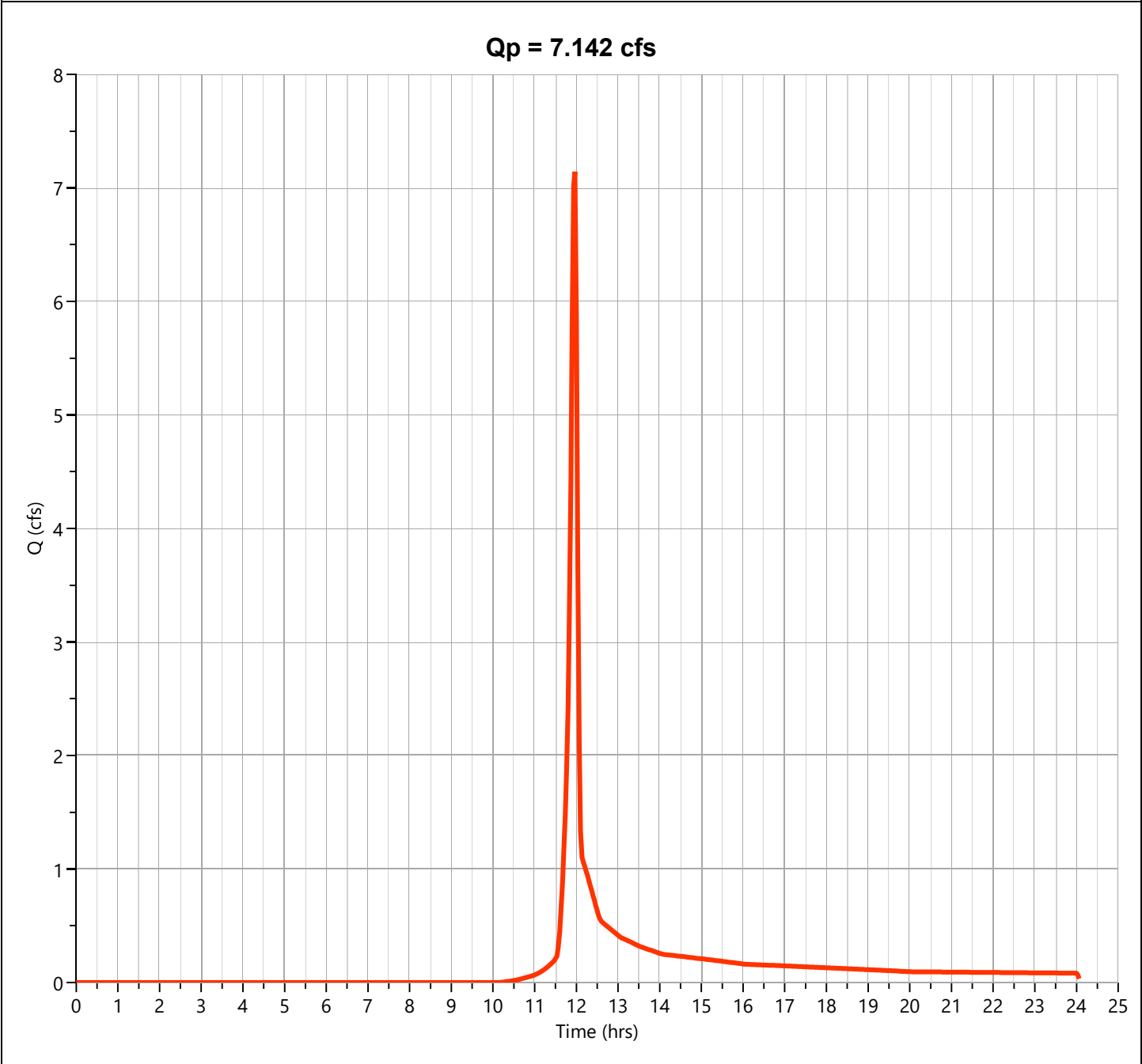
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA2

Hyd. No. 5

Hydrograph Type	= NRCS Runoff	Peak Flow	= 7.142 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Runoff Volume	= 14,293 cuft
Drainage Area	= 2.88 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

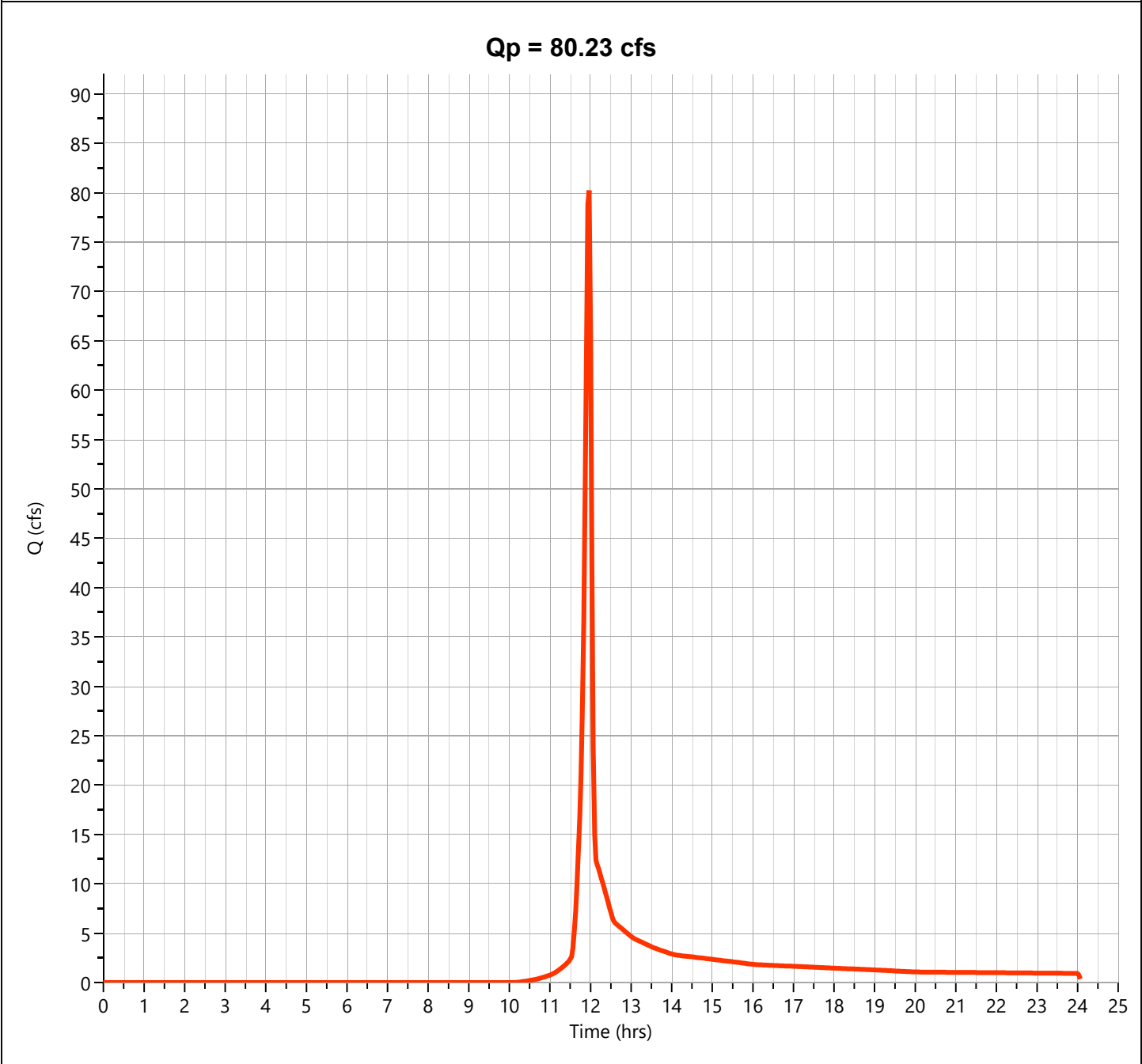
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA 3

Hyd. No. 6

Hydrograph Type	= NRCS Runoff	Peak Flow	= 80.23 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Runoff Volume	= 160,548 cuft
Drainage Area	= 32.35 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

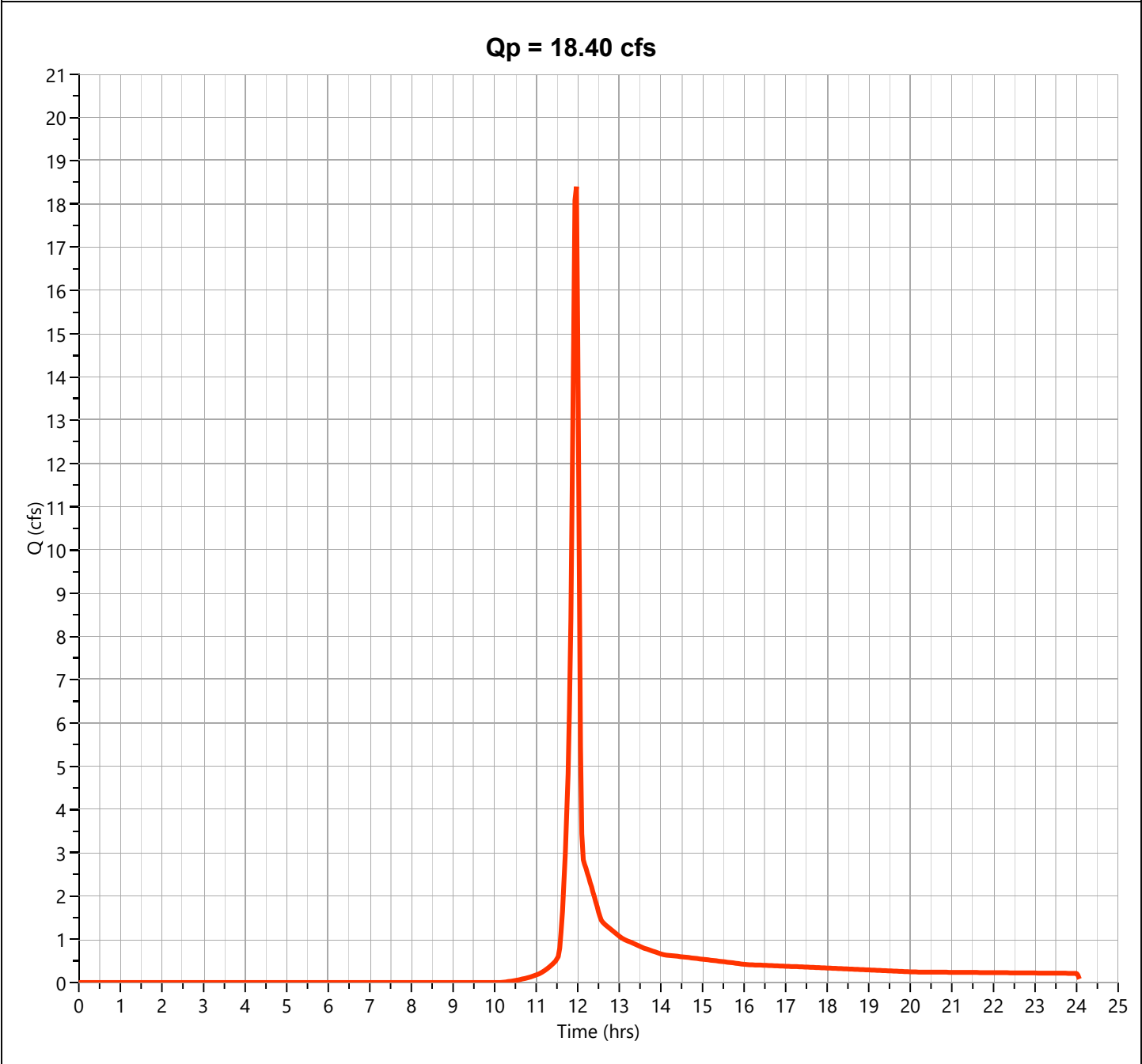
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA/WS 4

Hyd. No. 7

Hydrograph Type	= NRCS Runoff	Peak Flow	= 18.40 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Runoff Volume	= 36,824 cuft
Drainage Area	= 7.42 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

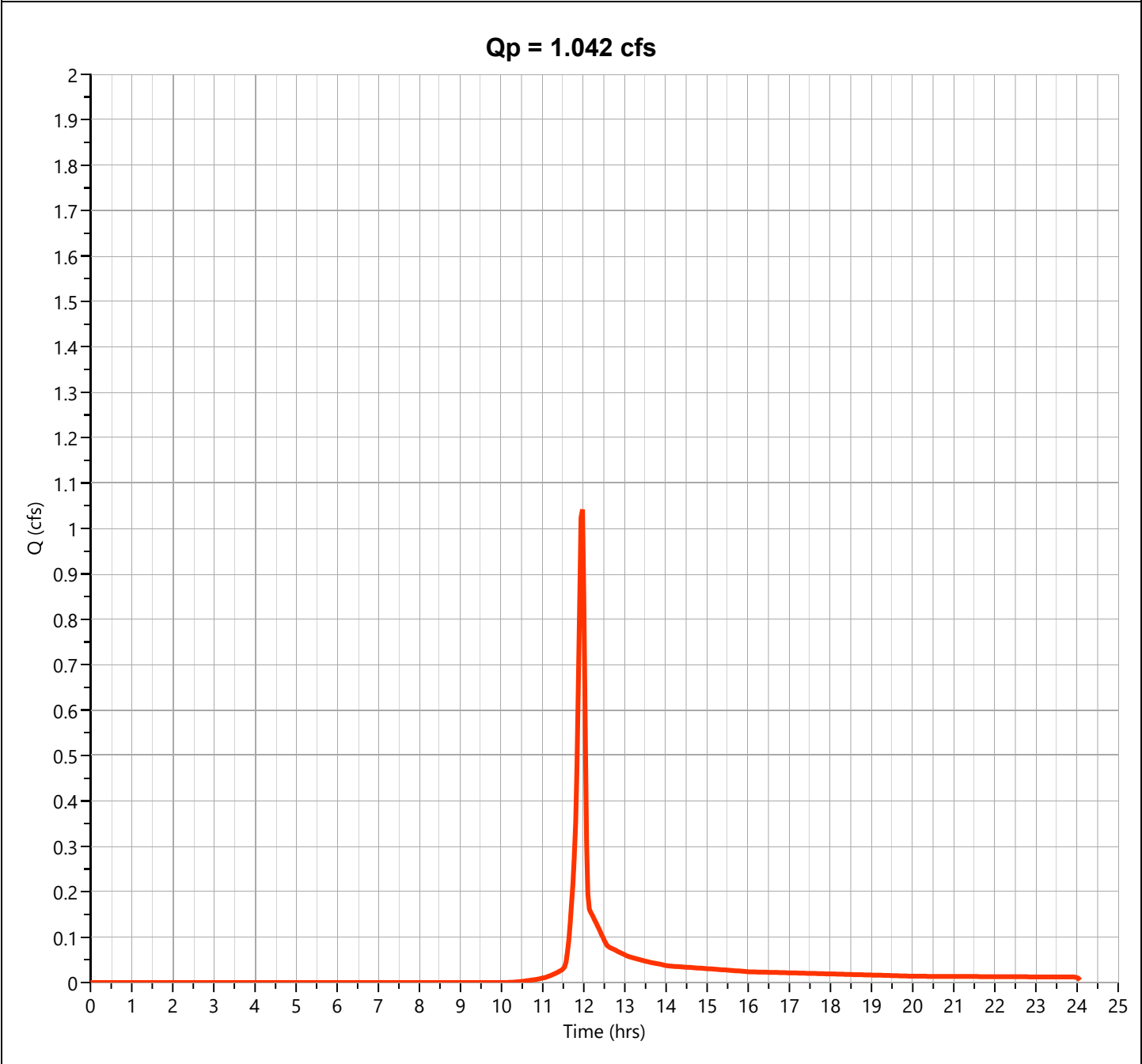
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA 5

Hyd. No. 8

Hydrograph Type	= NRCS Runoff	Peak Flow	= 1.042 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Runoff Volume	= 2,084 cuft
Drainage Area	= 0.42 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

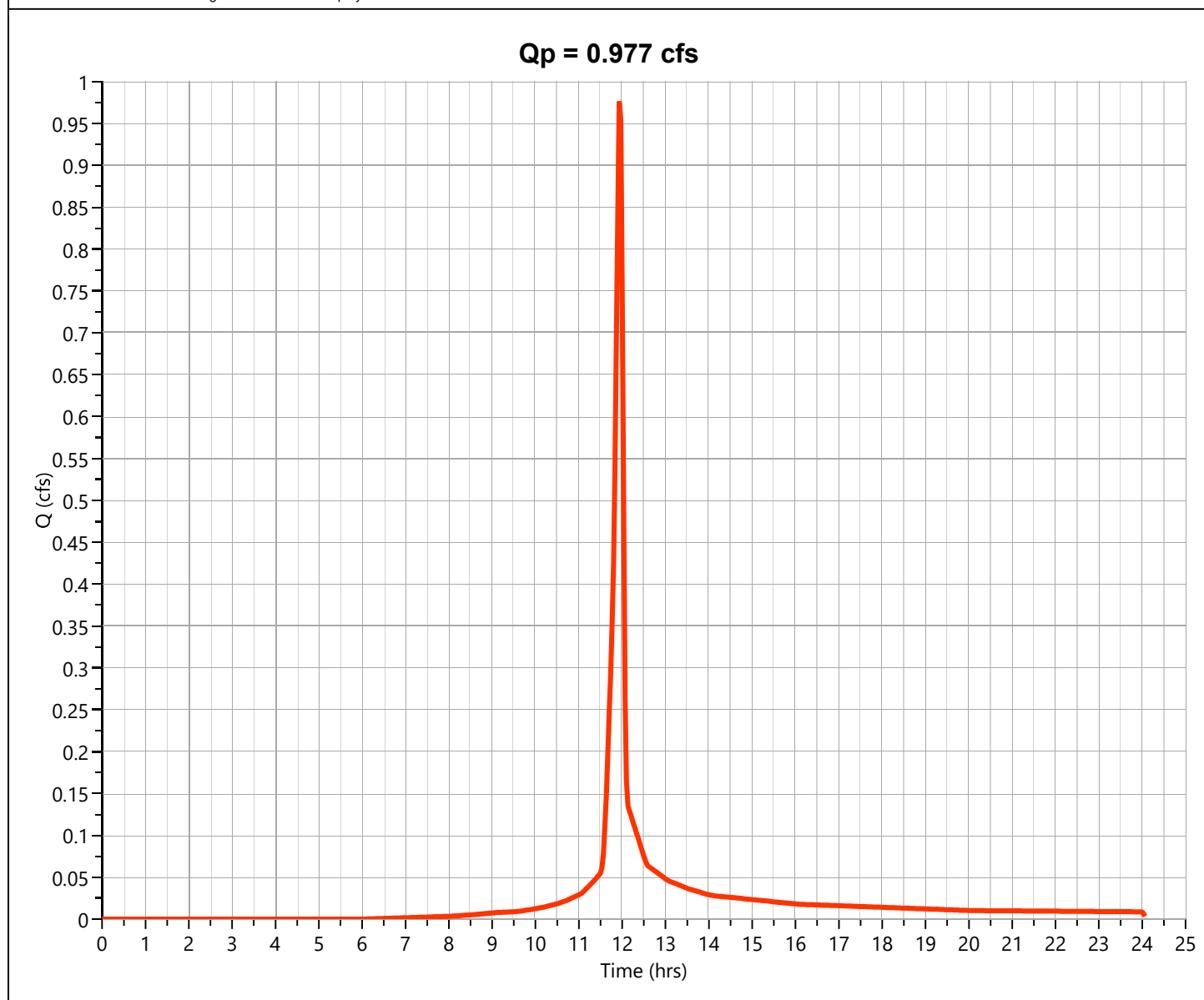
Post DA 6

Hyd. No. 9

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.977 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 2,012 cuft
Drainage Area	= 0.24 ac	Curve Number	= 87.00*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.13	98.00	Impervious
0.11	74.00	Open Space
0.24	87.00	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

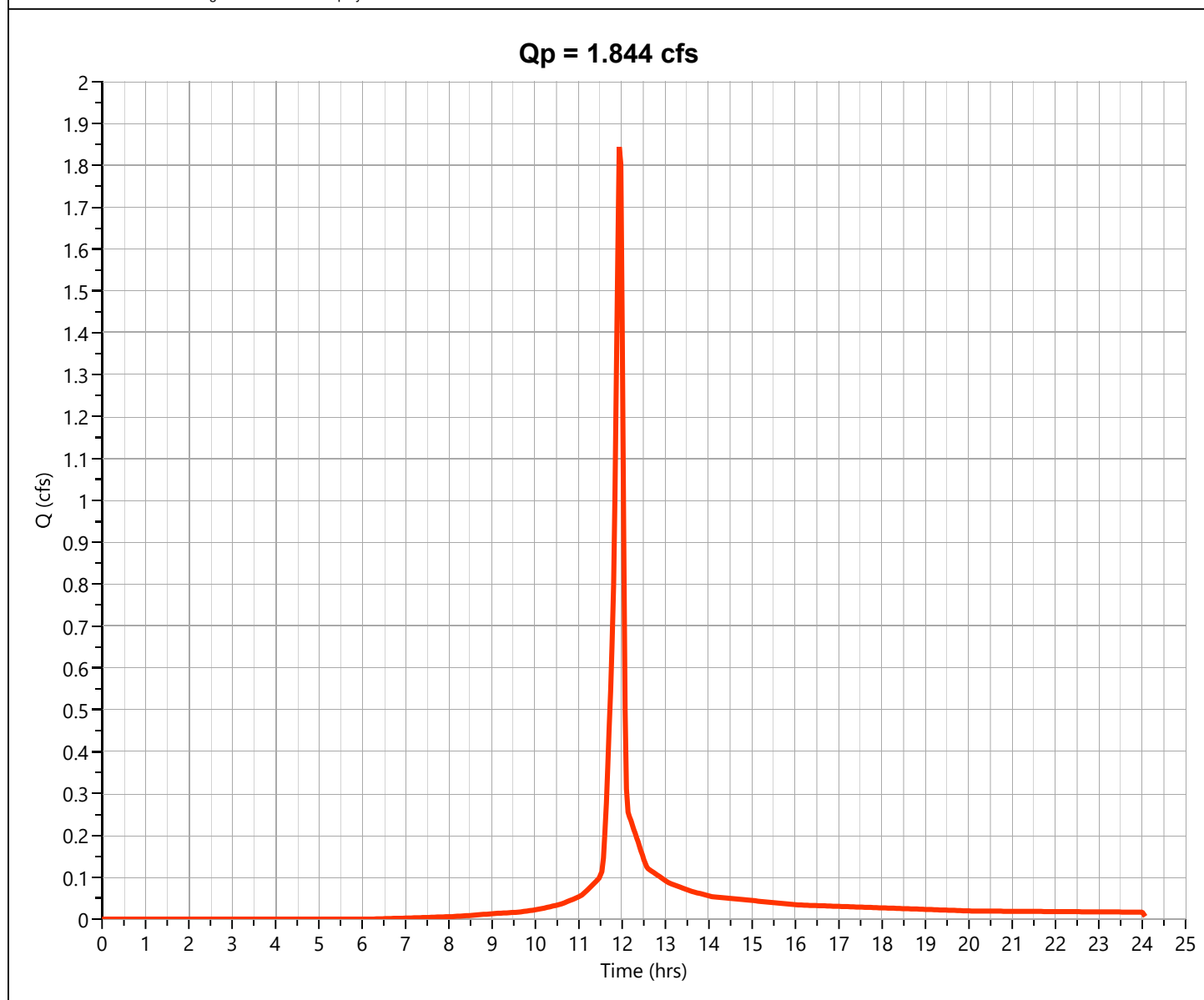
Post DA 7

Hyd. No. 10

Hydrograph Type	= NRCS Runoff	Peak Flow	= 1.844 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 3,789 cuft
Drainage Area	= 0.46 ac	Curve Number	= 86.52*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.24	98.00	Impervious
0.22	74.00	Open Space
0.46	86.52	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

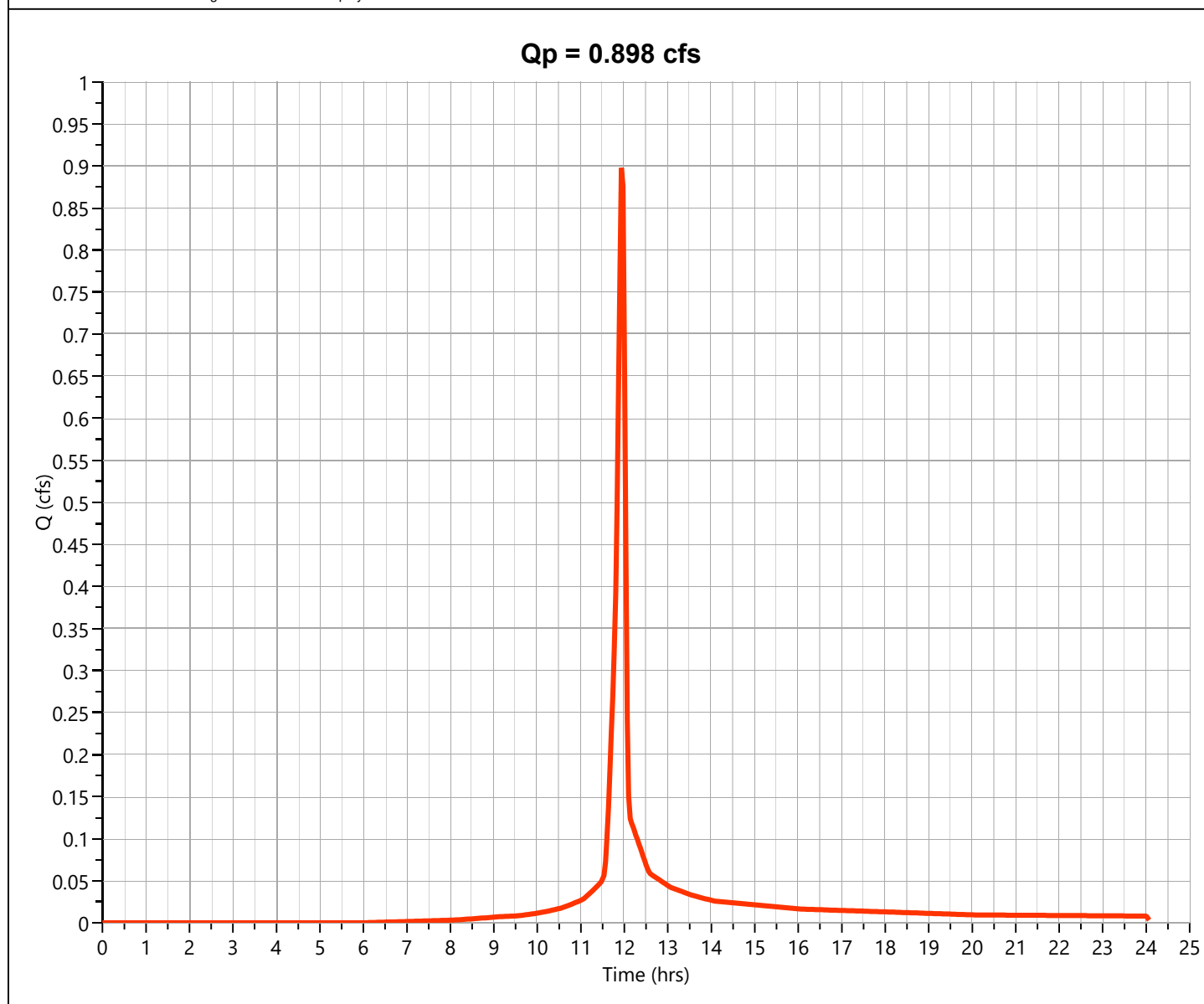
Post DA 8

Hyd. No. 11

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.898 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 1,850 cuft
Drainage Area	= 0.22 ac	Curve Number	= 87.09*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
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0.1	74.00	Open Space
0.22	87.09	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

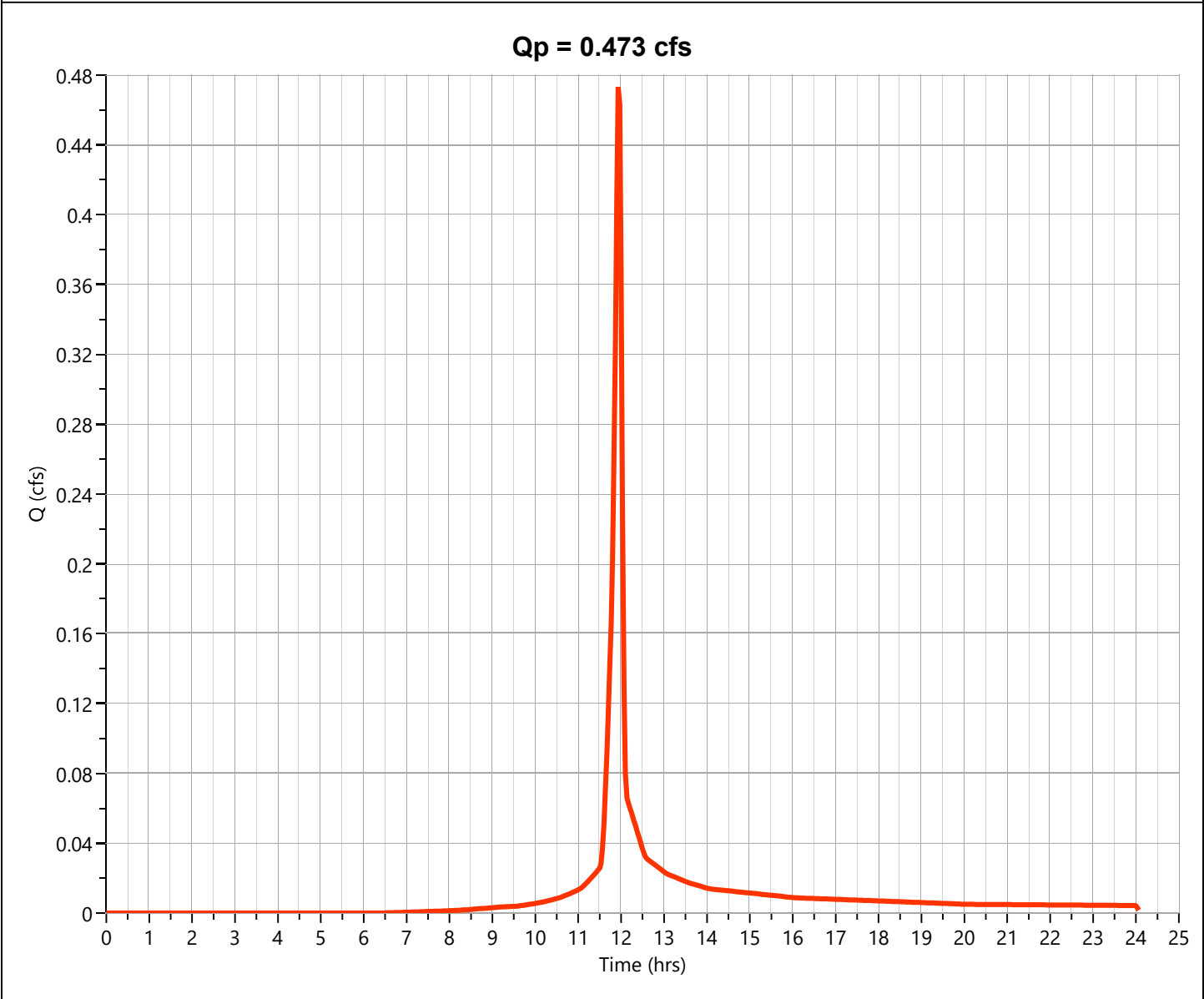
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12-23-2025

Post DA 9

Hyd. No. 12

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.473 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 970 cuft
Drainage Area	= 0.12 ac	Curve Number	= 86.00*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet		
AREA (ac)	CN	DESCRIPTION
0.06	98.00	Impervious
0.06	74.00	Open Space
0.12	86.00	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

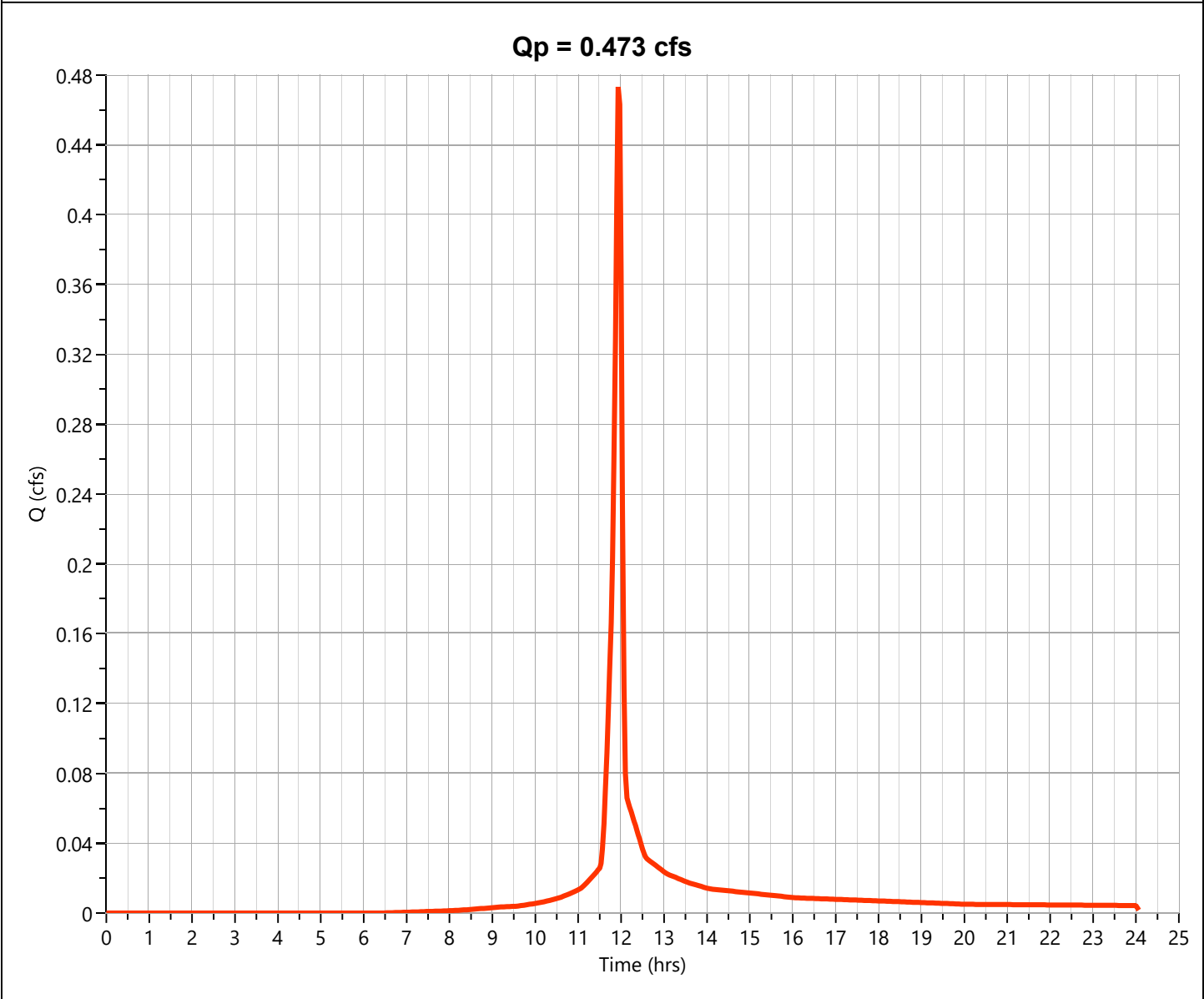
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12-23-2025

Post DA 10

Hyd. No. 13

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.473 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 970 cuft
Drainage Area	= 0.12 ac	Curve Number	= 86.00*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet		
AREA (ac)	CN	DESCRIPTION
0.06	98.00	Impervious
0.06	74.00	Open Space
0.12	86.00	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

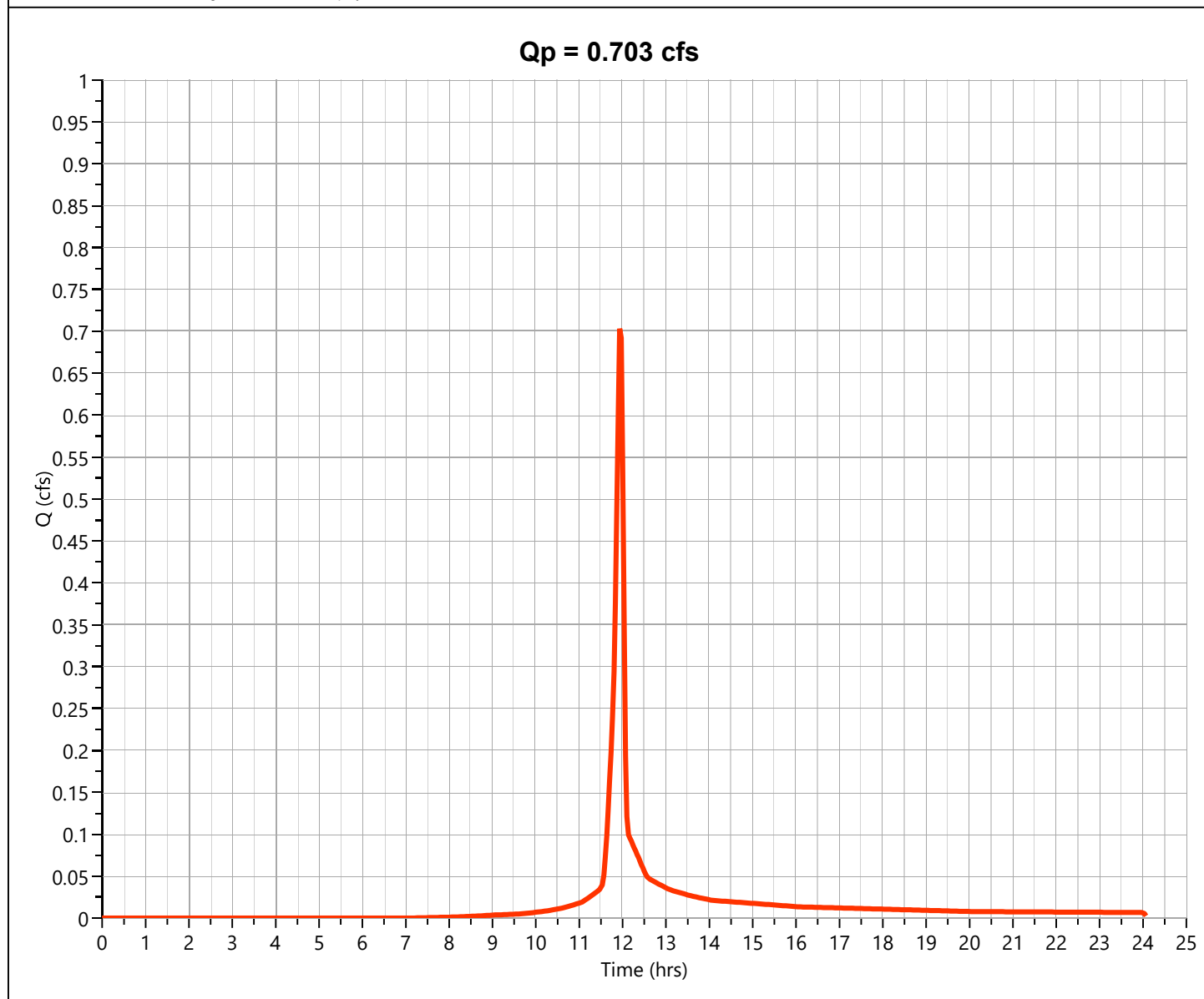
Post DA 15

Hyd. No. 14

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.703 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 1,431 cuft
Drainage Area	= 0.19 ac	Curve Number	= 84.11*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.08	98.00	Impervious
0.11	74.00	Open Space
0.19	84.11	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

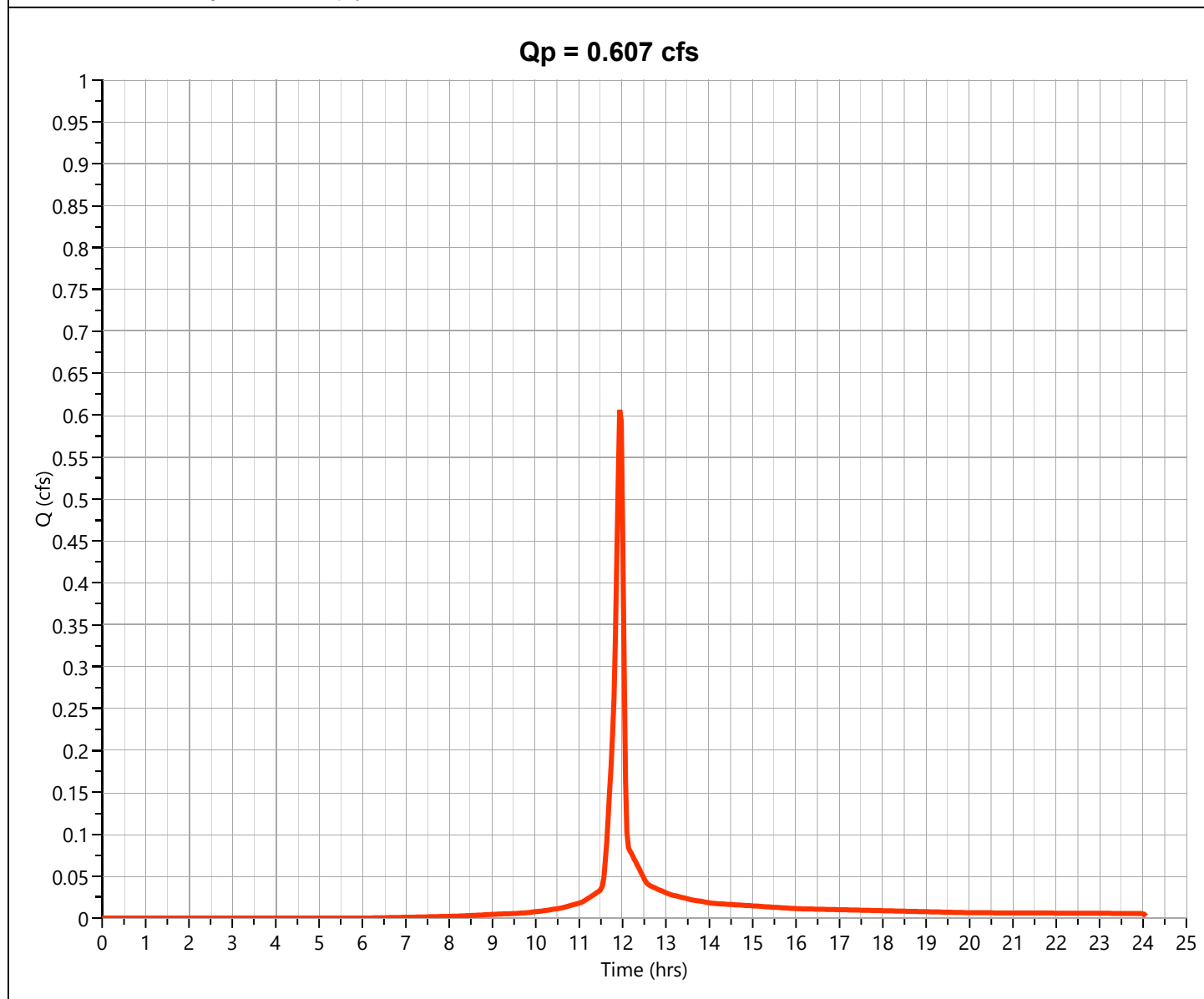
Post DA 16

Hyd. No. 15

Hydrograph Type	= NRCS Runoff	Peak Flow	= 0.607 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 1,248 cuft
Drainage Area	= 0.15 ac	Curve Number	= 86.80*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.08	98.00	Impervious
0.07	74.00	Open Space
0.15	86.80	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

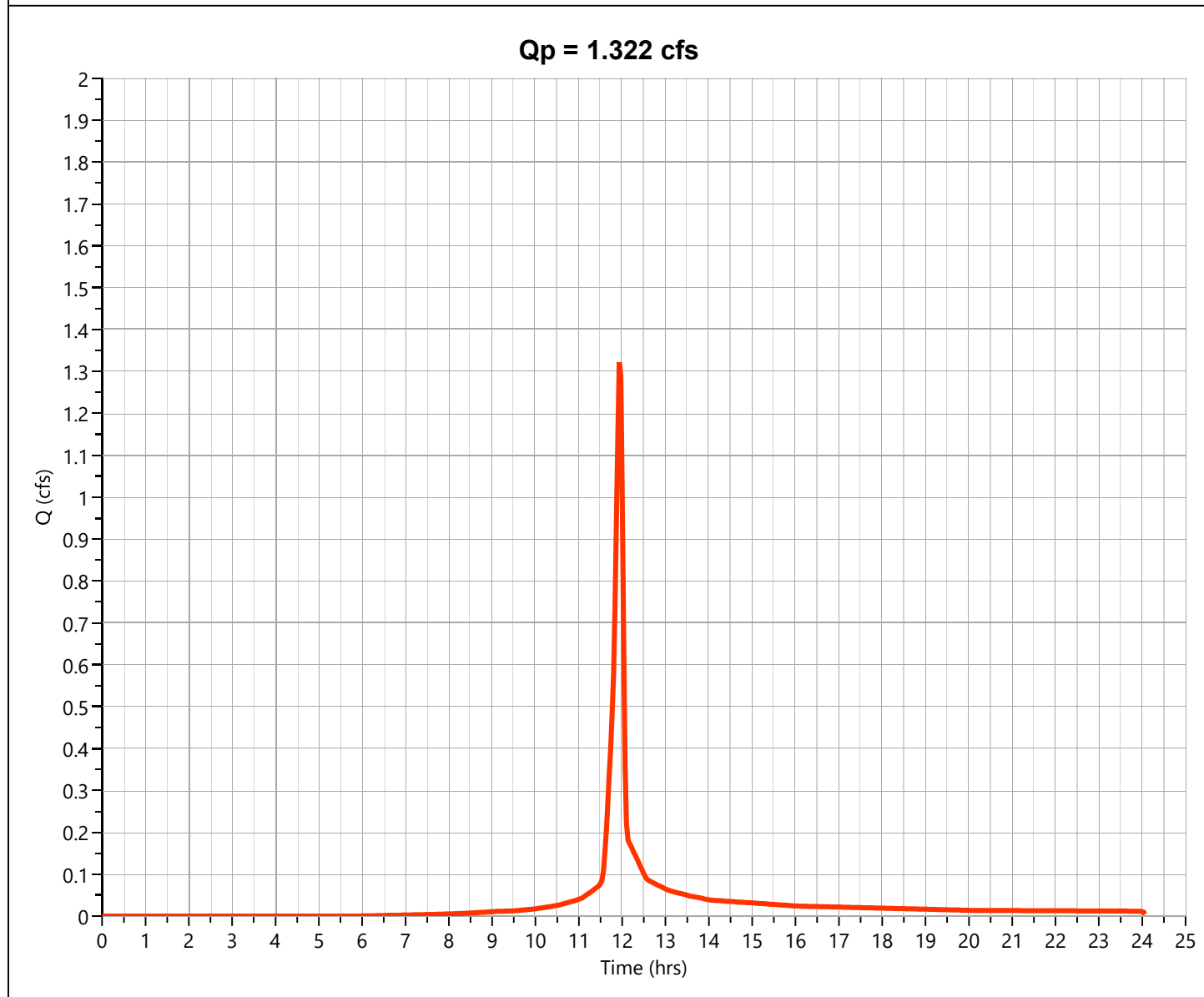
Post DA 17

Hyd. No. 16

Hydrograph Type	= NRCS Runoff	Peak Flow	= 1.322 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 2,731 cuft
Drainage Area	= 0.32 ac	Curve Number	= 87.50*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.18	98.00	Impervious
0.14	74.00	Open Space
0.32	87.50	Weighted CN Method Employed



Hydrograph Report

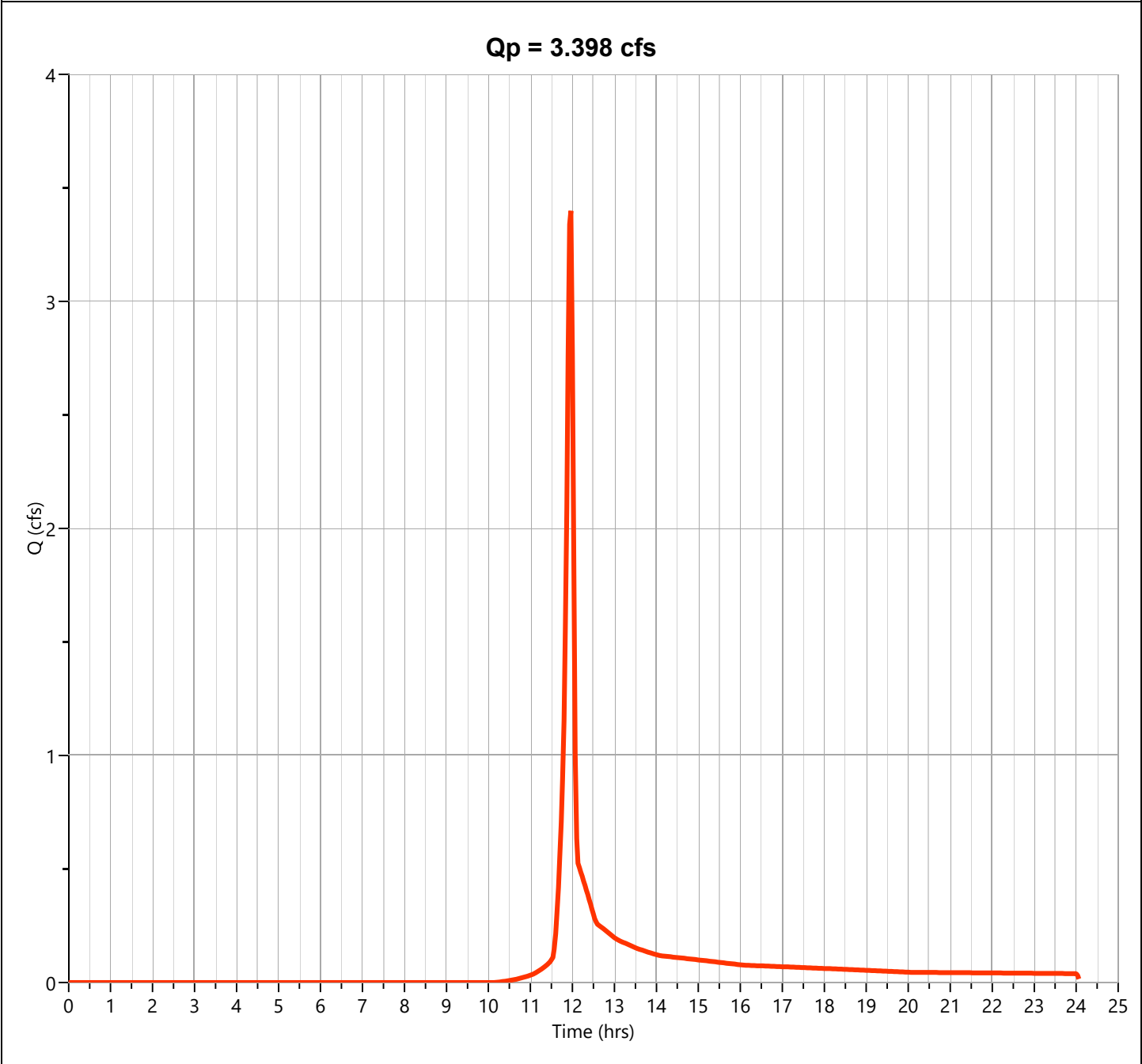
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

DA17 - Lot

Hyd. No. 17

Hydrograph Type	= NRCS Runoff	Peak Flow	= 3.398 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Runoff Volume	= 6,799 cuft
Drainage Area	= 1.37 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

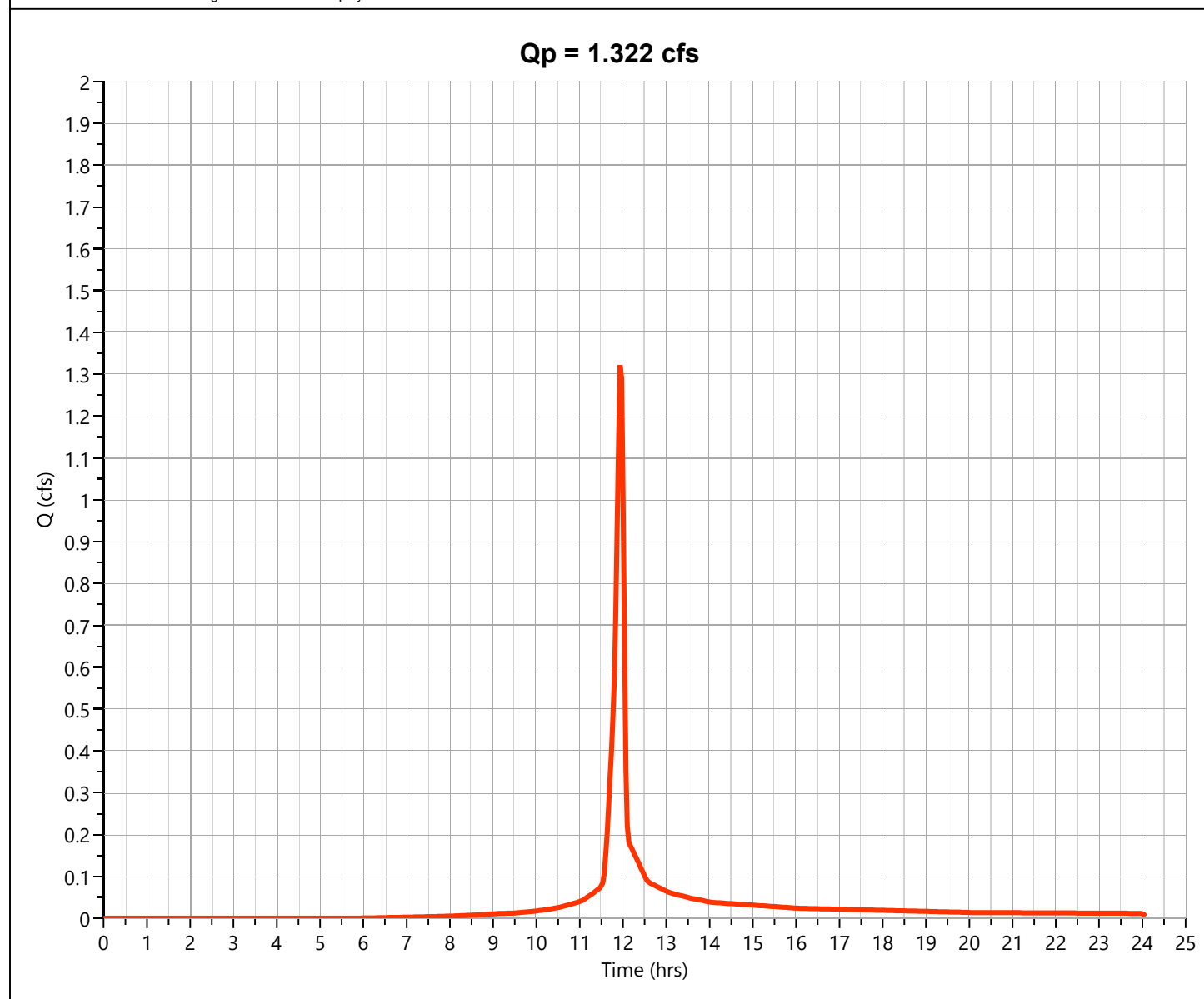
Post DA 18

Hyd. No. 18

Hydrograph Type	= NRCS Runoff	Peak Flow	= 1.322 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 2,731 cuft
Drainage Area	= 0.32 ac	Curve Number	= 87.50*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.18	98.00	Impervious
0.14	74.00	Open Space
0.32	87.50	Weighted CN Method Employed



Hydrograph Report

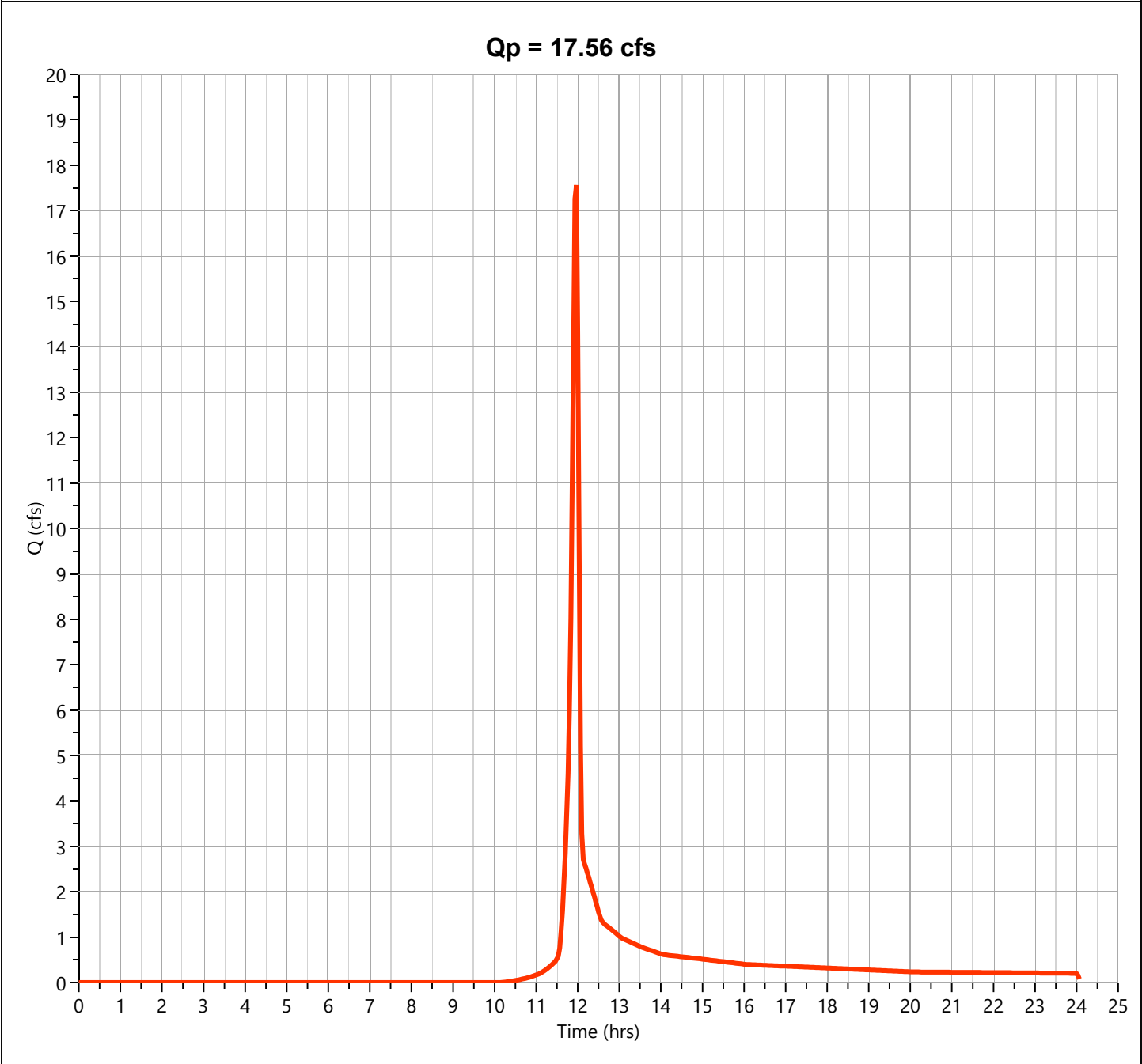
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

DA 18 - Lot

Hyd. No. 19

Hydrograph Type	= NRCS Runoff	Peak Flow	= 17.56 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Runoff Volume	= 35,137 cuft
Drainage Area	= 7.08 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



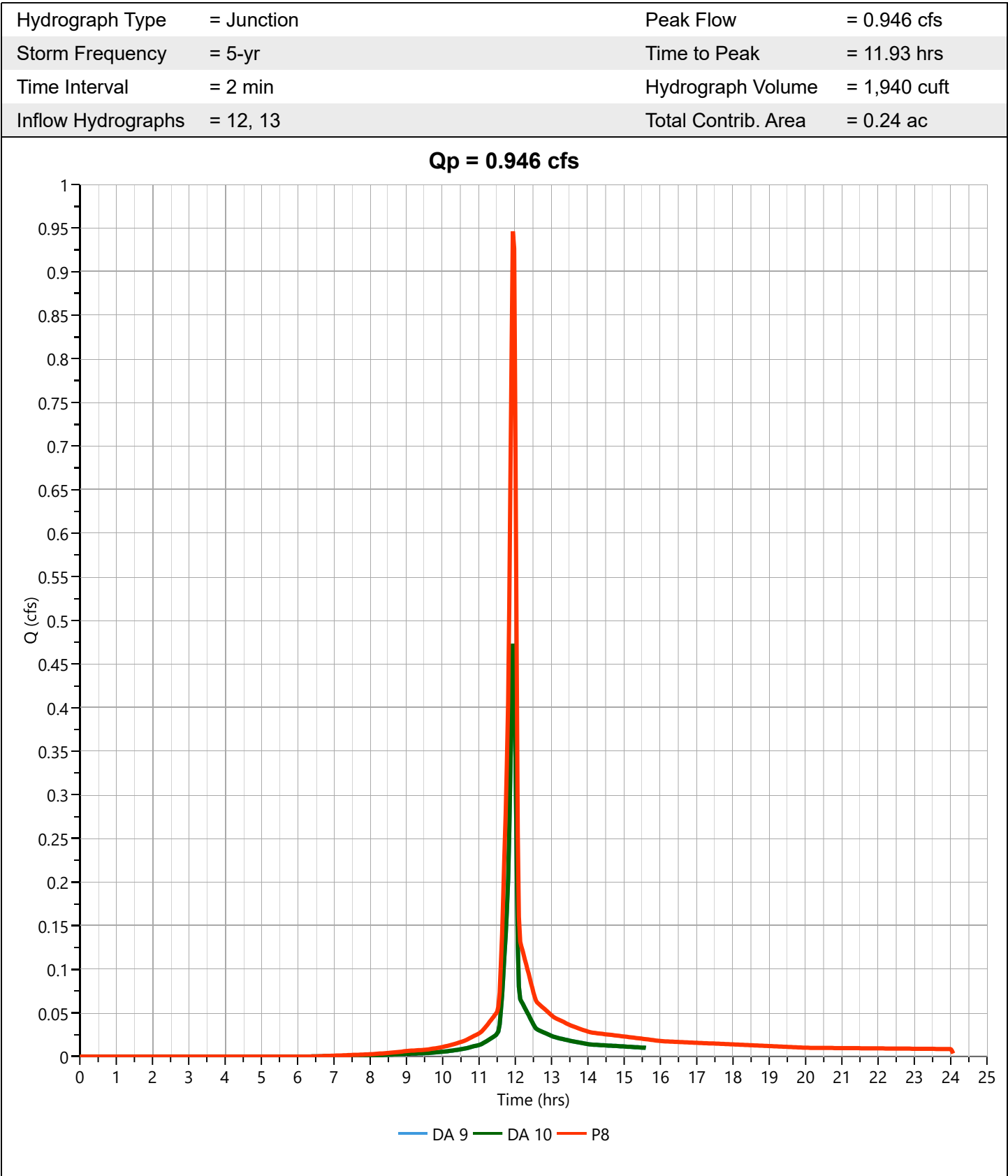
Hydrograph Report

Hydrology Studio v 3.0.0.40

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12-23-2025

P8

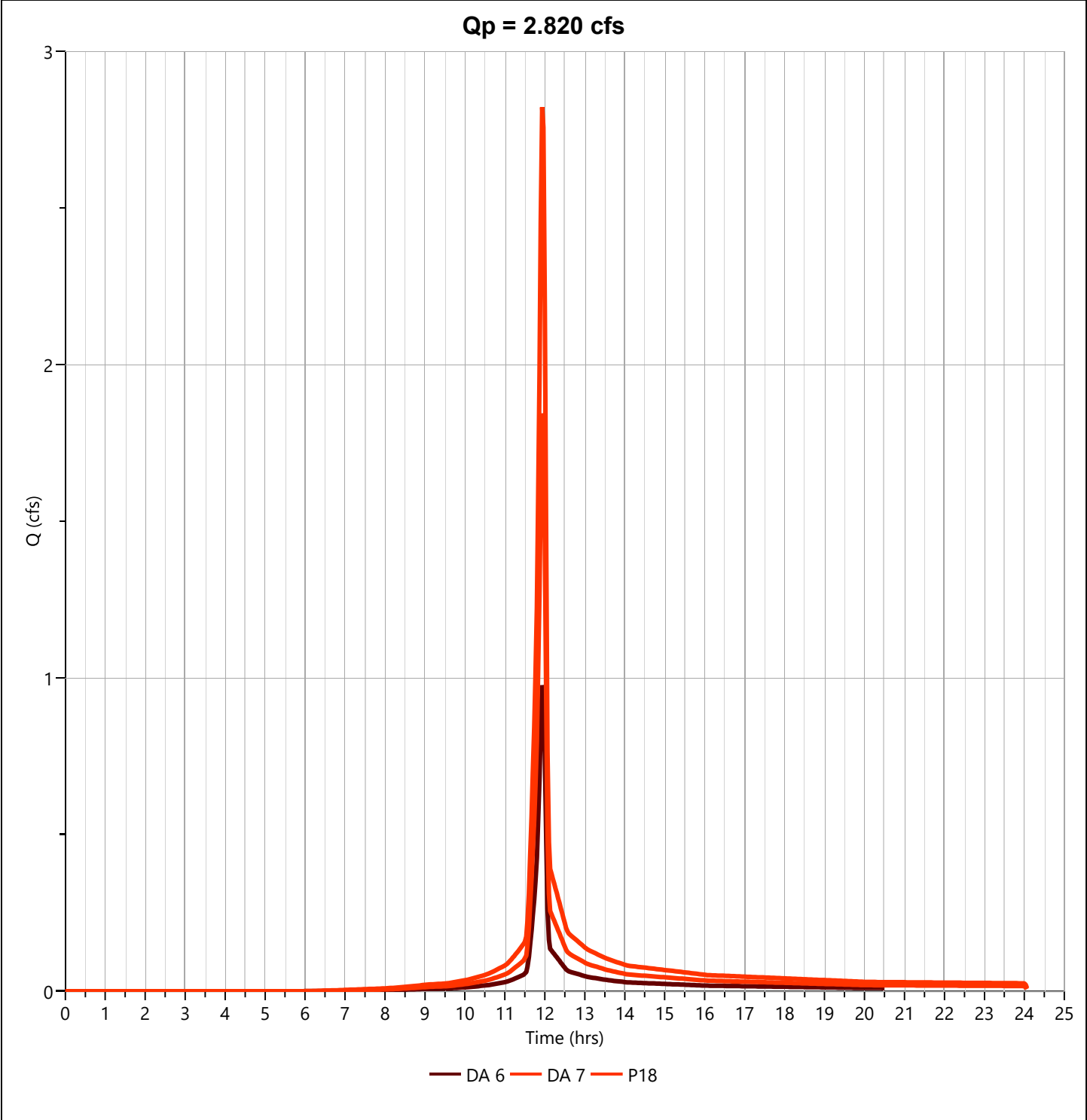
Hyd. No. 20



P18

Hyd. No. 21

Hydrograph Type	= Junction	Peak Flow	= 2.820 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 5,801 cuft
Inflow Hydrographs	= 9, 10	Total Contrib. Area	= 0.7 ac



Hydrograph Report

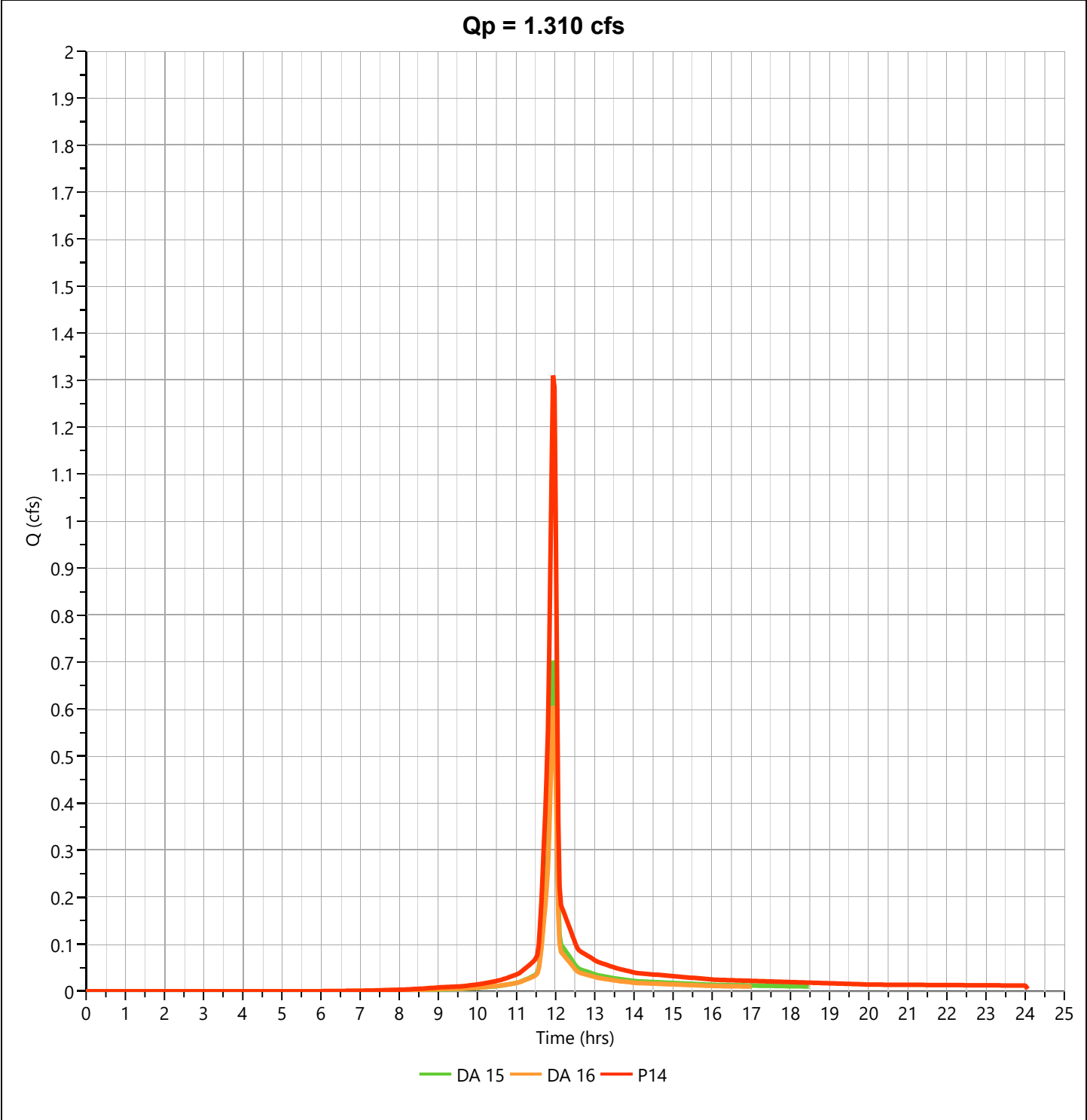
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

P14

Hyd. No. 22

Hydrograph Type	= Junction	Peak Flow	= 1.310 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 2,680 cuft
Inflow Hydrographs	= 14, 15	Total Contrib. Area	= 0.34 ac



Hydrograph Report

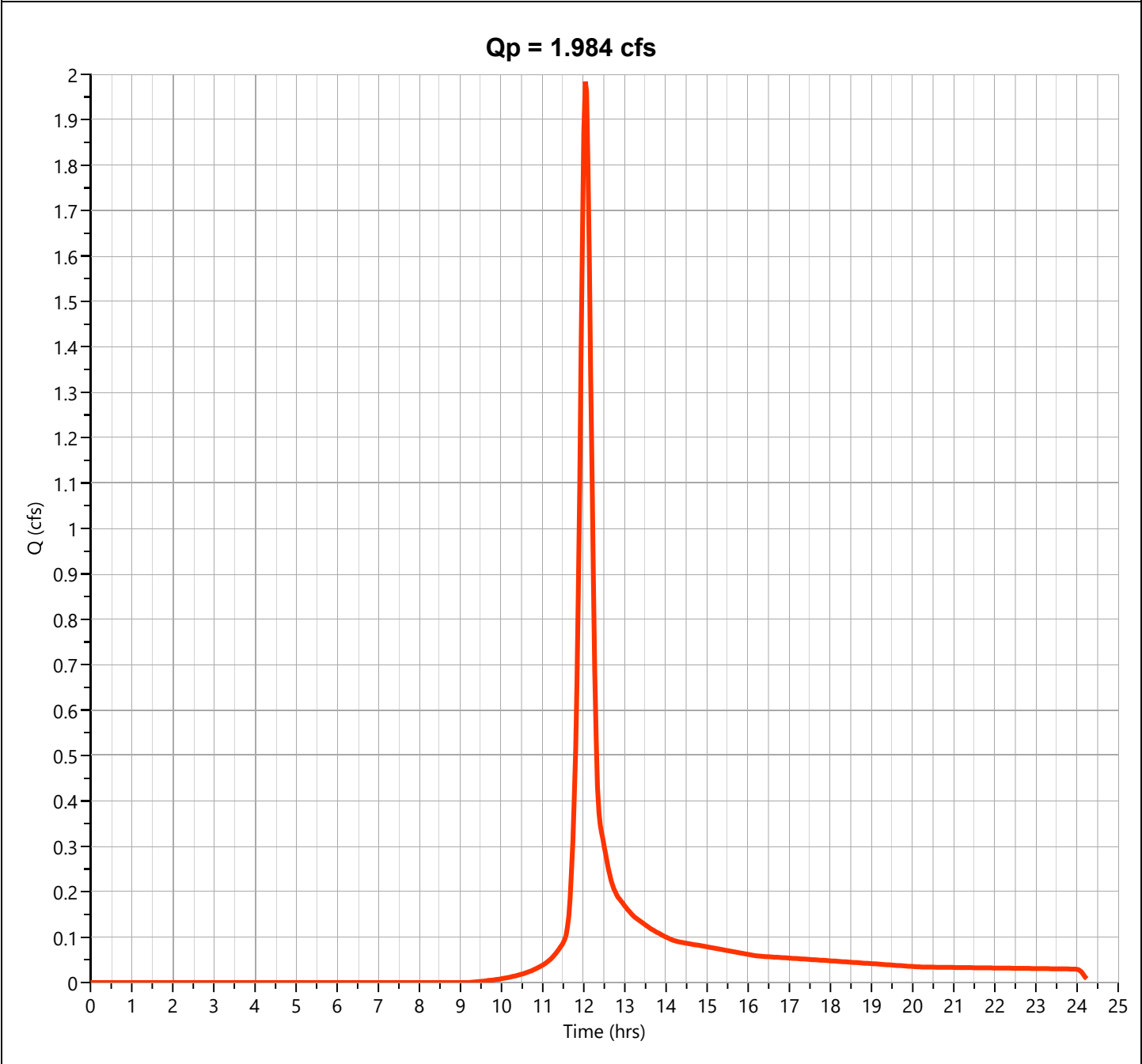
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

88th ROW

Hyd. No. 23

Hydrograph Type	= NRCS Runoff	Peak Flow	= 1.984 cfs
Storm Frequency	= 5-yr	Time to Peak	= 12.03 hrs
Time Interval	= 2 min	Runoff Volume	= 5,594 cuft
Drainage Area	= 0.91 ac	Curve Number	= 78.00
Tc Method	= User	Time of Conc. (Tc)	= 15.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

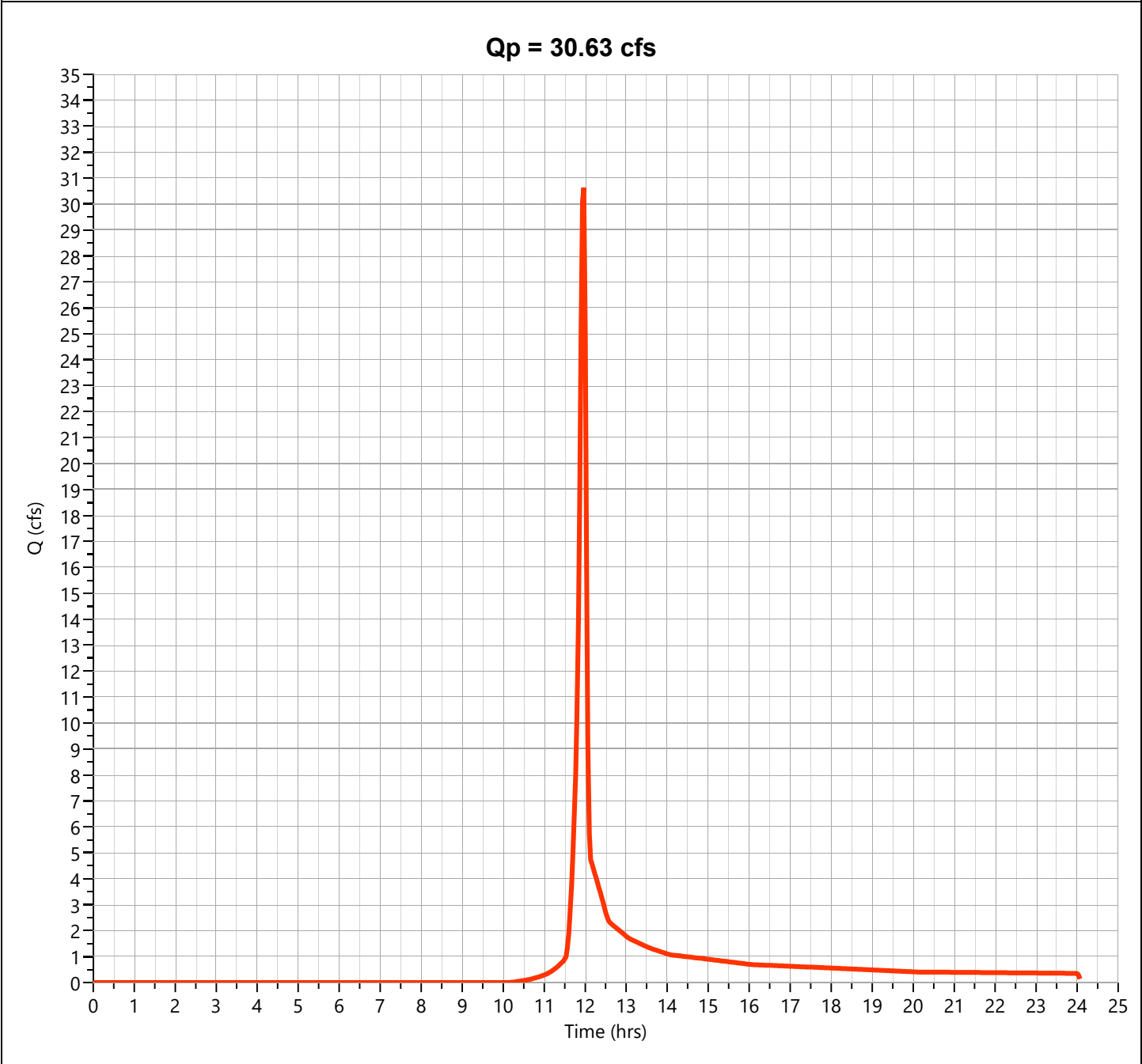
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

OFF1

Hyd. No. 24

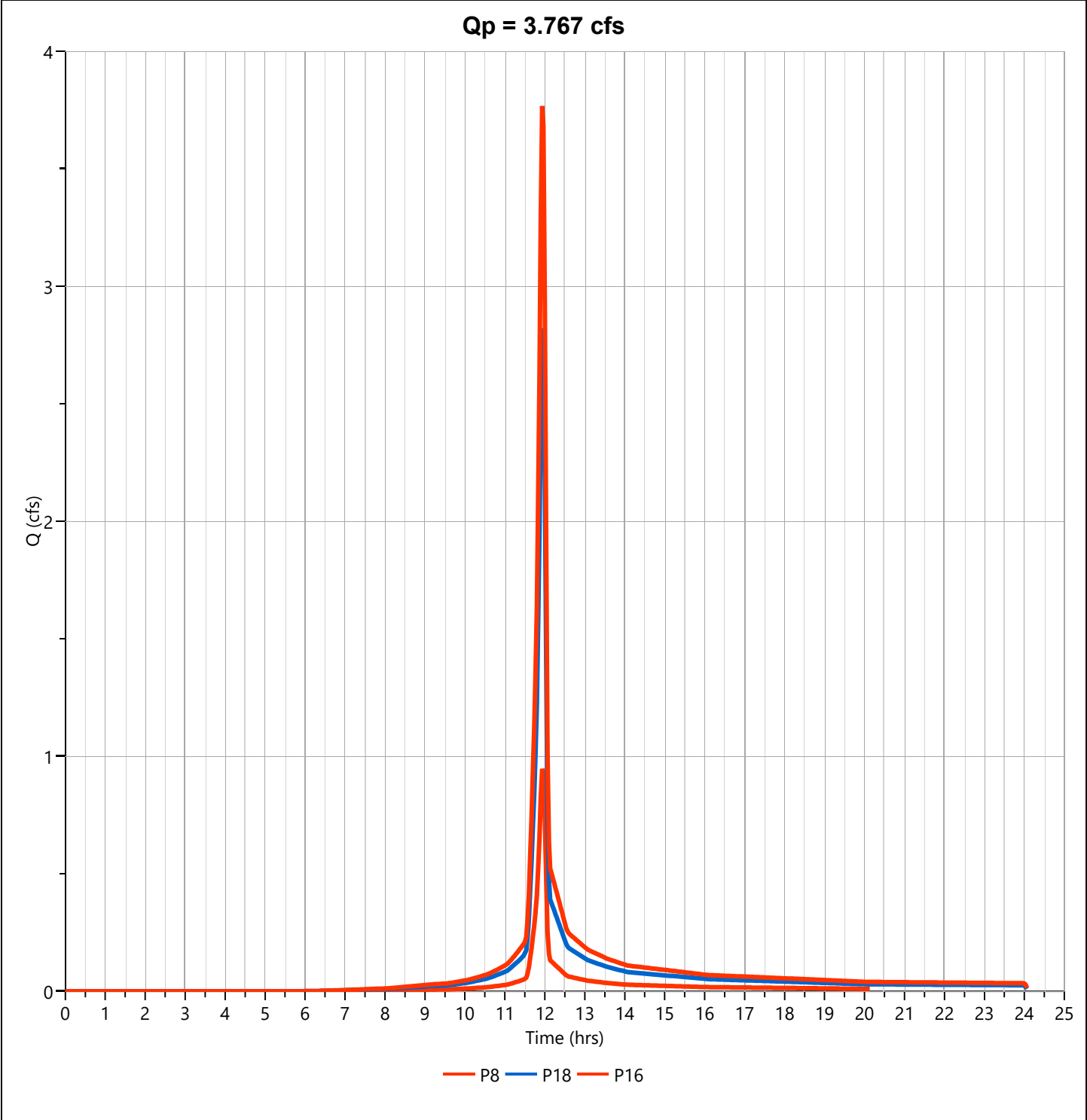
Hydrograph Type	= NRCS Runoff	Peak Flow	= 30.63 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Runoff Volume	= 61,291 cuft
Drainage Area	= 12.35 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



P16

Hyd. No. 25

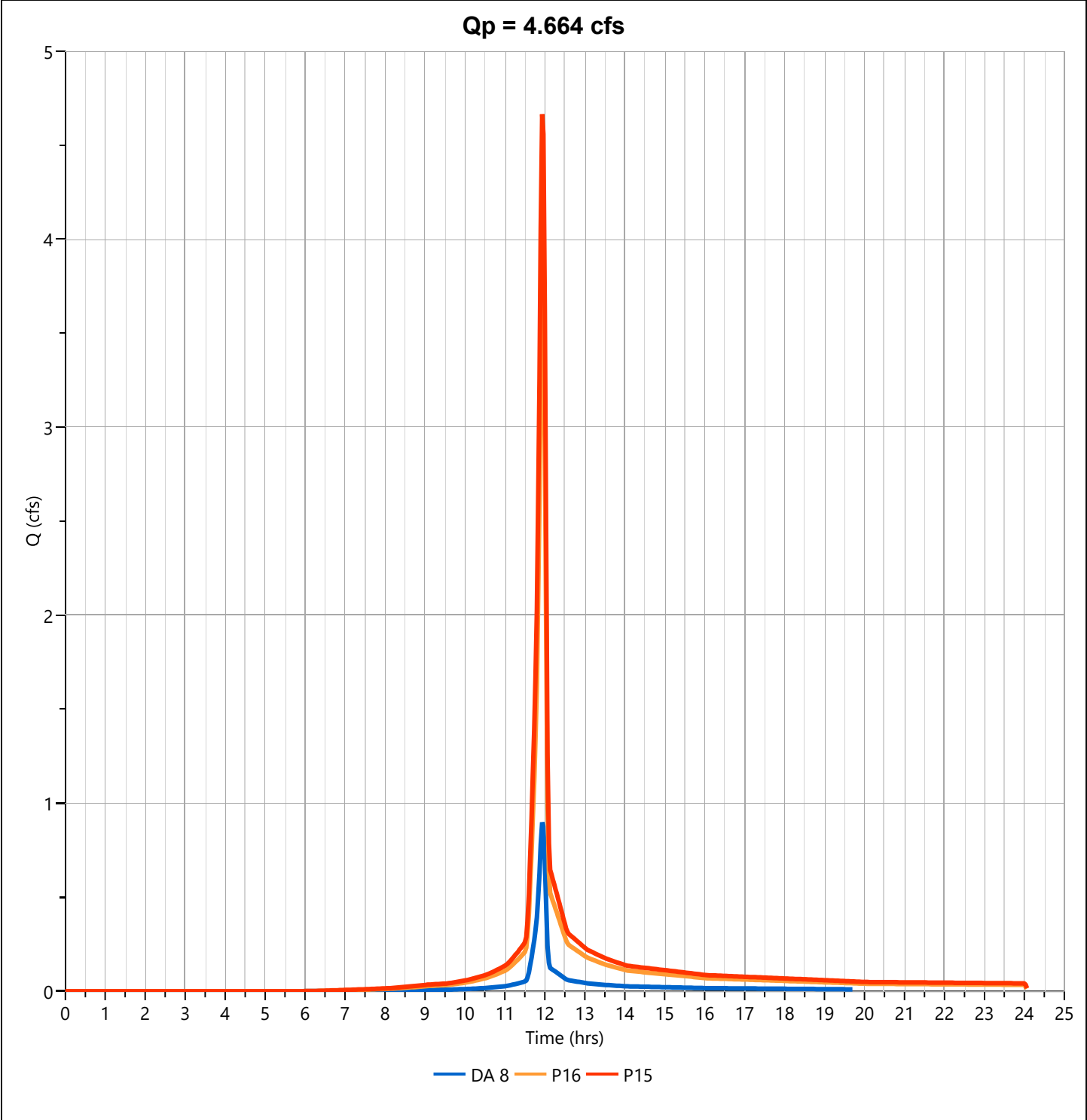
Hydrograph Type	= Junction	Peak Flow	= 3.767 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 7,740 cuft
Inflow Hydrographs		Total Contrib. Area	= 0.0 ac



P15

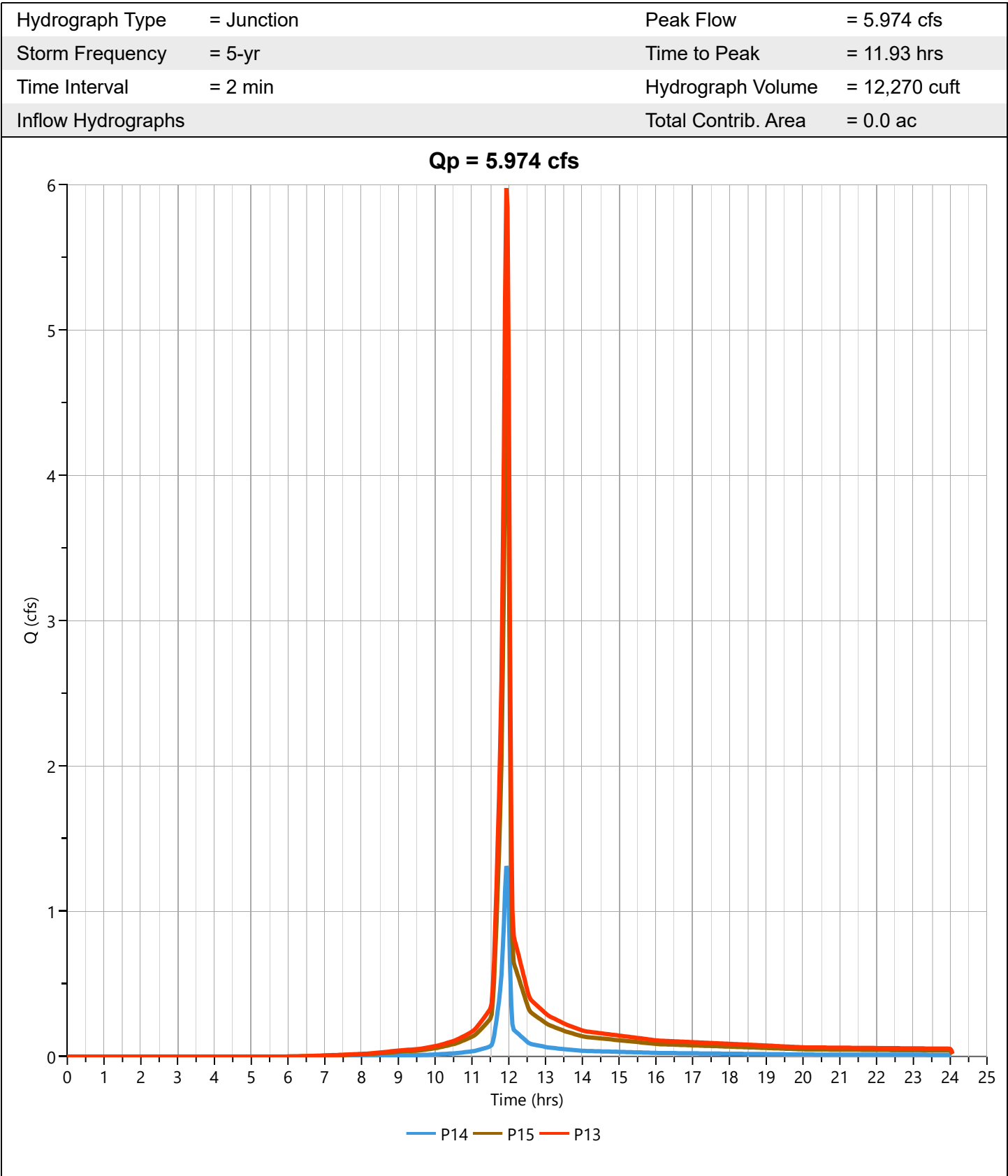
Hyd. No. 26

Hydrograph Type	= Junction	Peak Flow	= 4.664 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 9,590 cuft
Inflow Hydrographs	= 11	Total Contrib. Area	= 0.22 ac



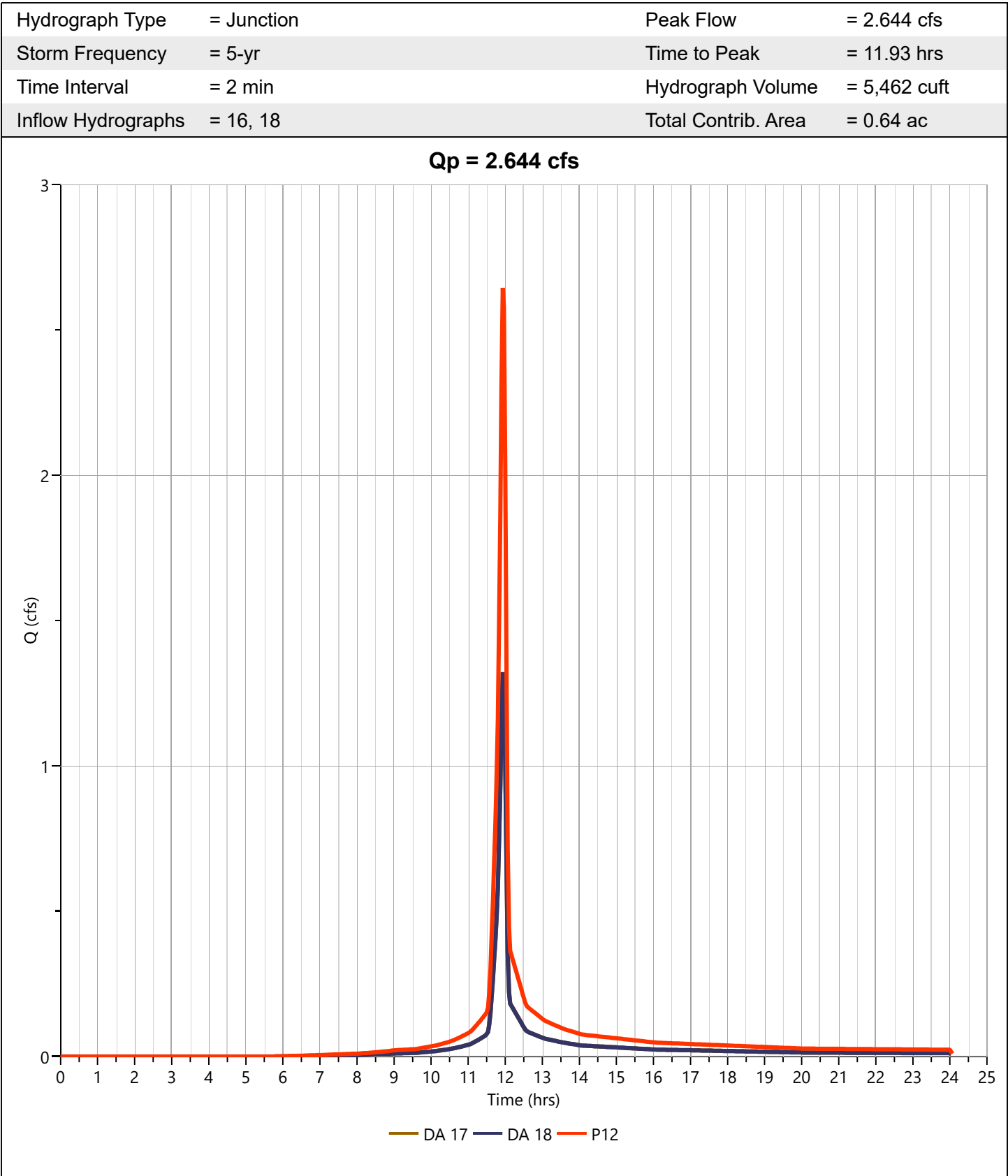
P13

Hyd. No. 27



P12

Hyd. No. 28



Hydrograph Report

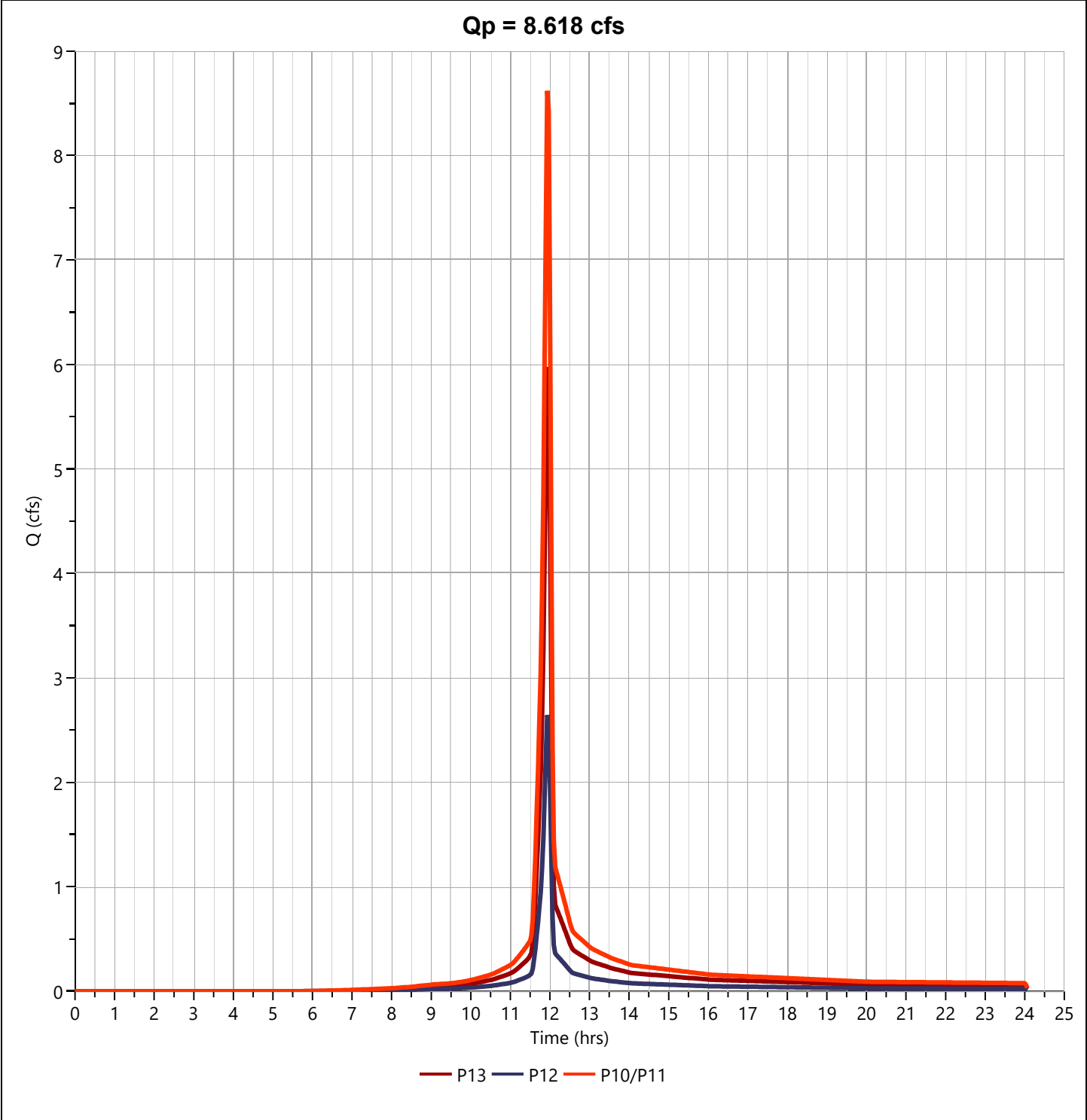
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

P10/P11

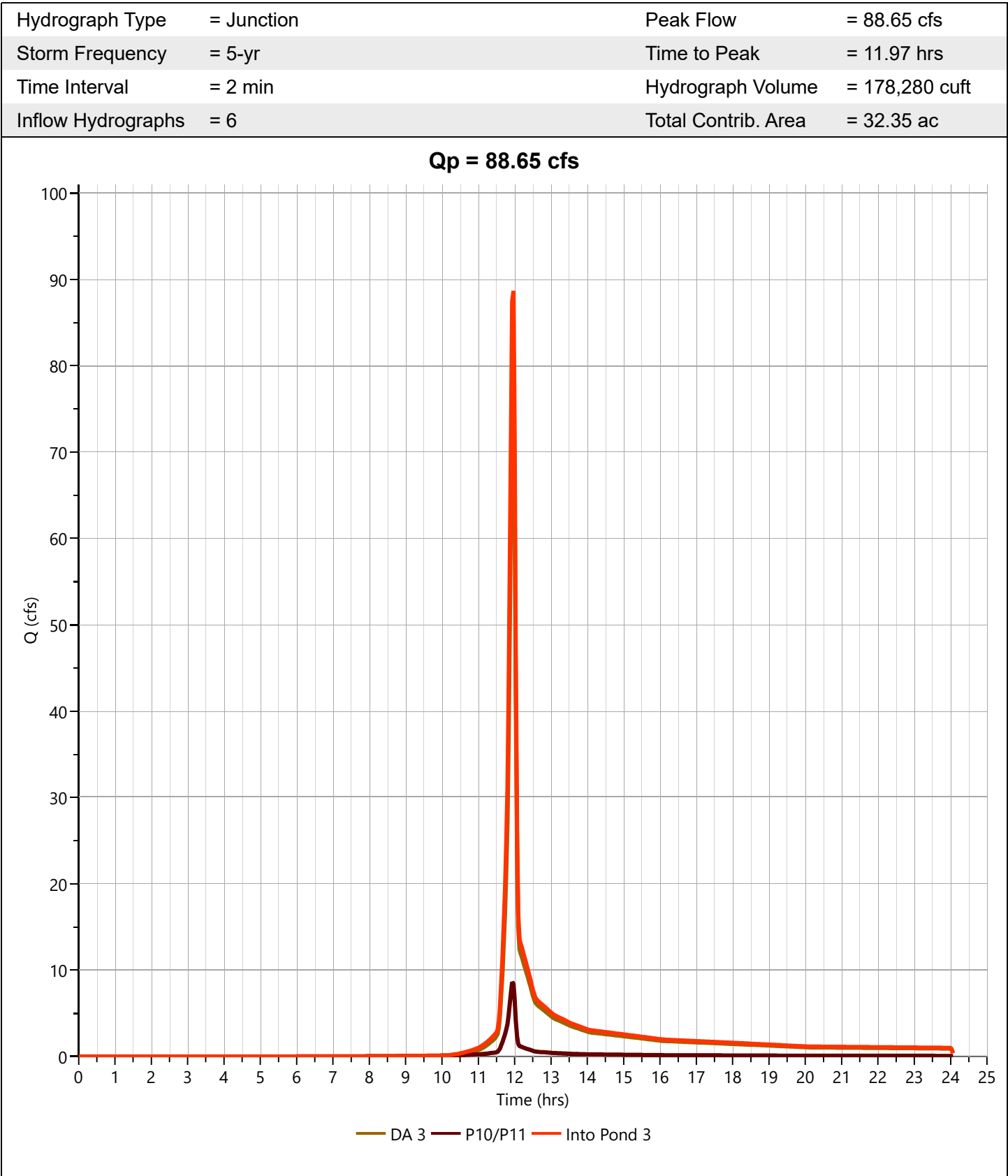
Hyd. No. 29

Hydrograph Type	= Junction	Peak Flow	= 8.618 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 17,732 cuft
Inflow Hydrographs		Total Contrib. Area	= 0.0 ac



Into Pond 3

Hyd. No. 30



Hydrograph Report

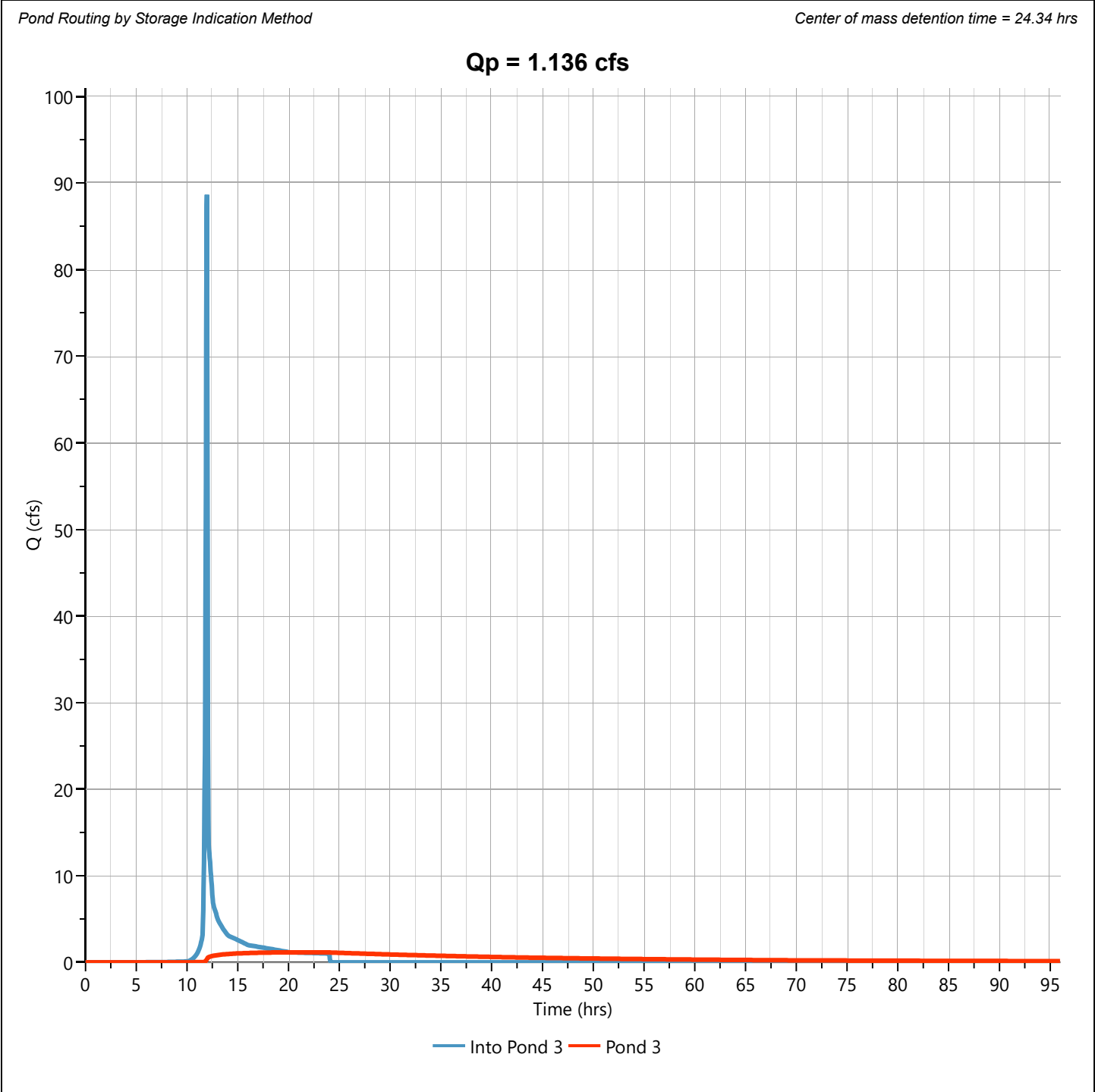
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Pond 3

Hyd. No. 31

Hydrograph Type	= Pond Route	Peak Flow	= 1.136 cfs
Storm Frequency	= 5-yr	Time to Peak	= 20.53 hrs
Time Interval	= 2 min	Hydrograph Volume	= 151,026 cuft
Inflow Hydrograph	= 30 - Into Pond 3	Max. Elevation	= 957.70 ft
Pond Name	= Pond 3	Max. Storage	= 133,297 cuft



Hydrograph Report

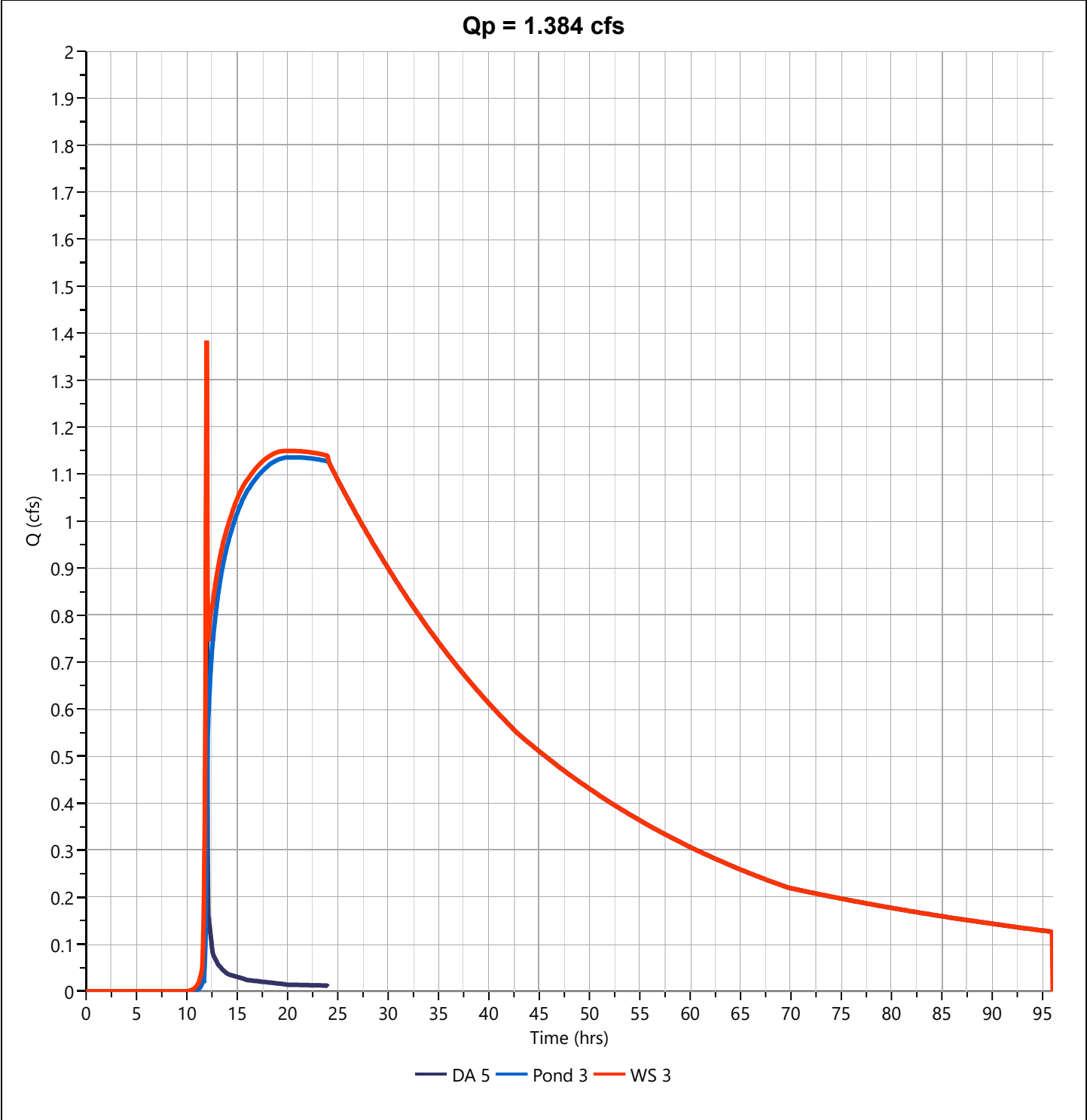
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post WS 3

Hyd. No. 32

Hydrograph Type	= Junction	Peak Flow	= 1.384 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Hydrograph Volume	= 153,111 cuft
Inflow Hydrographs	= 8	Total Contrib. Area	= 0.42 ac



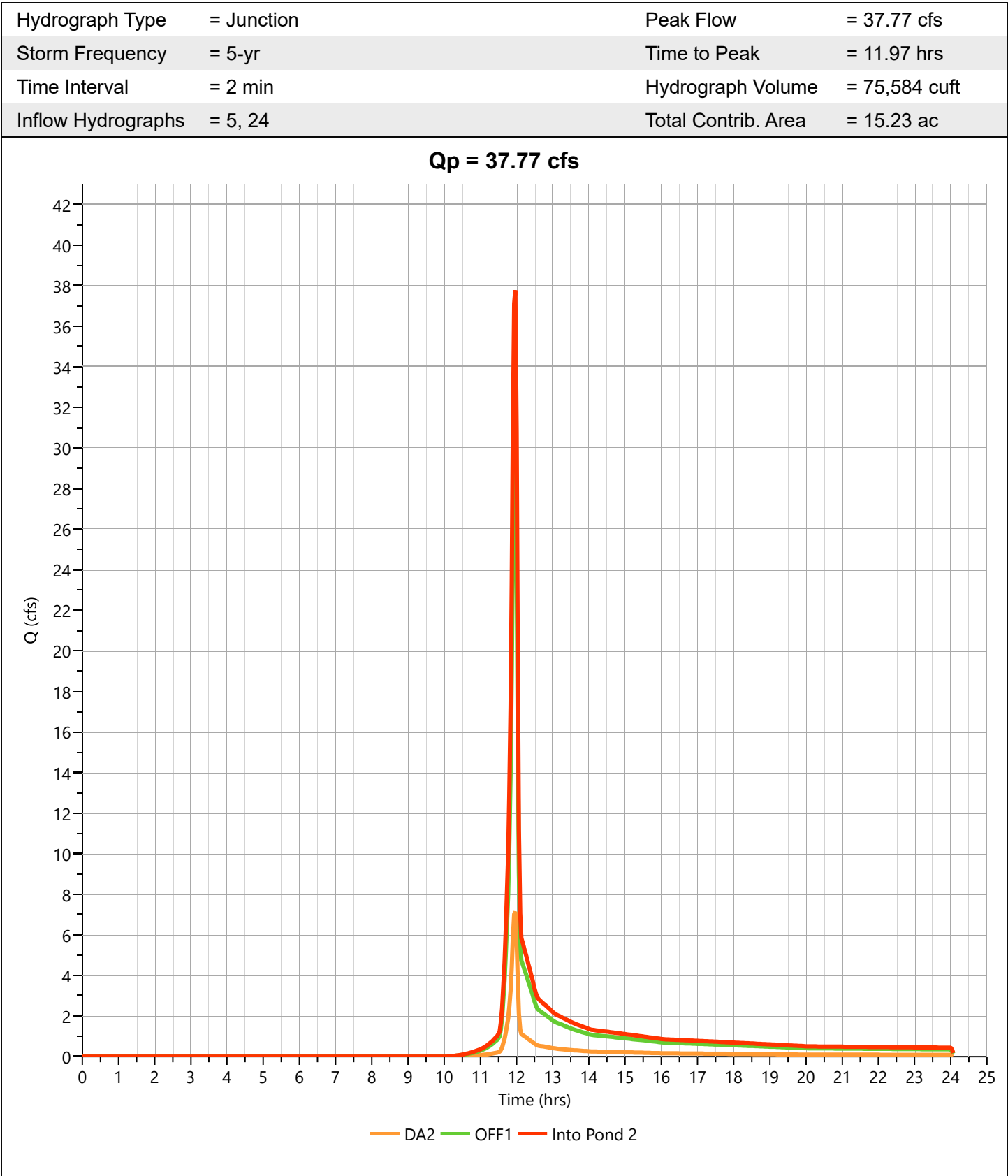
Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Into Pond 2

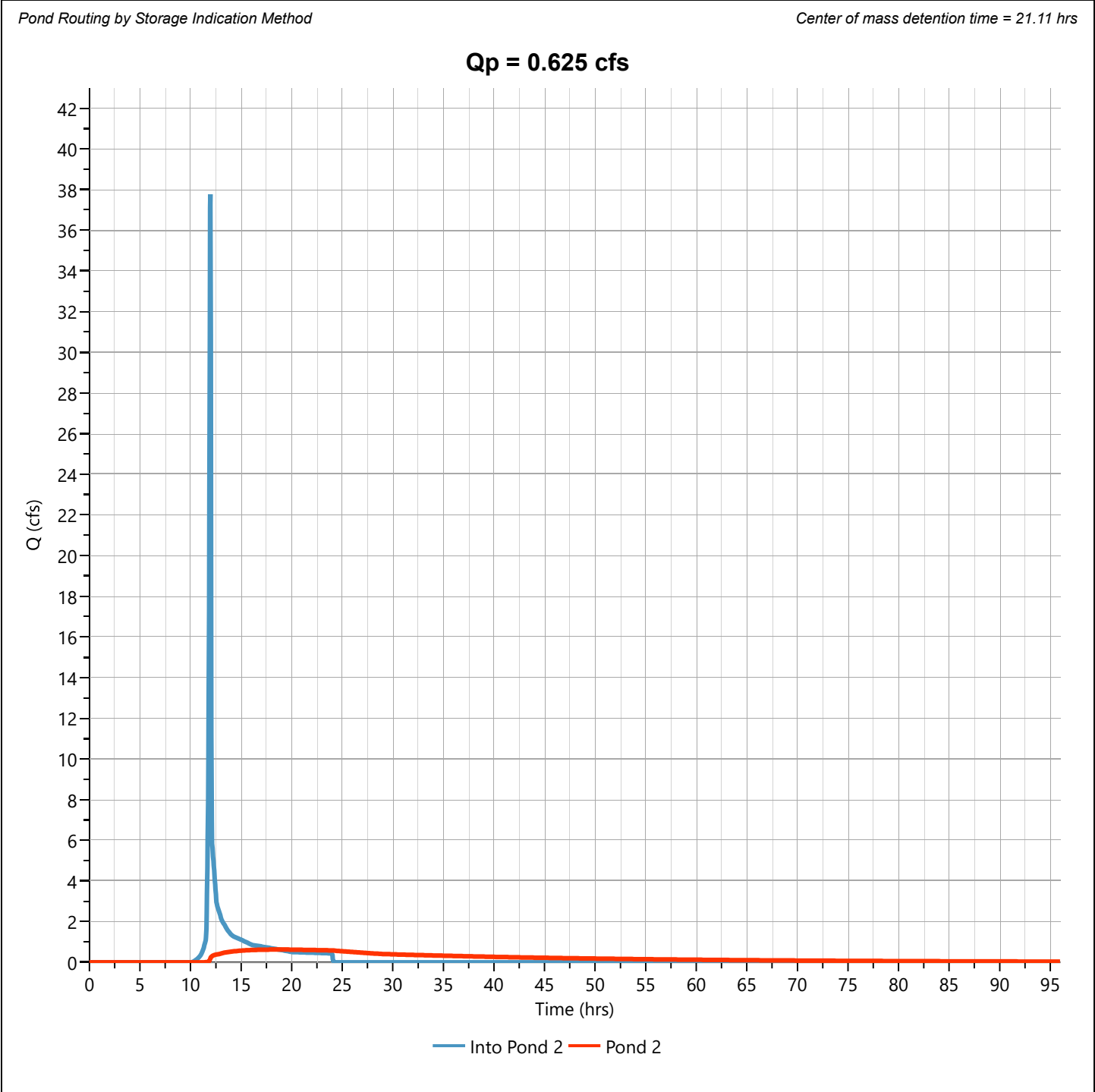
Hyd. No. 33



Pond 2

Hyd. No. 34

Hydrograph Type	= Pond Route	Peak Flow	= 0.625 cfs
Storm Frequency	= 5-yr	Time to Peak	= 18.70 hrs
Time Interval	= 2 min	Hydrograph Volume	= 68,476 cuft
Inflow Hydrograph	= 33 - Into Pond 2	Max. Elevation	= 965.76 ft
Pond Name	= Pond 2	Max. Storage	= 52,871 cuft



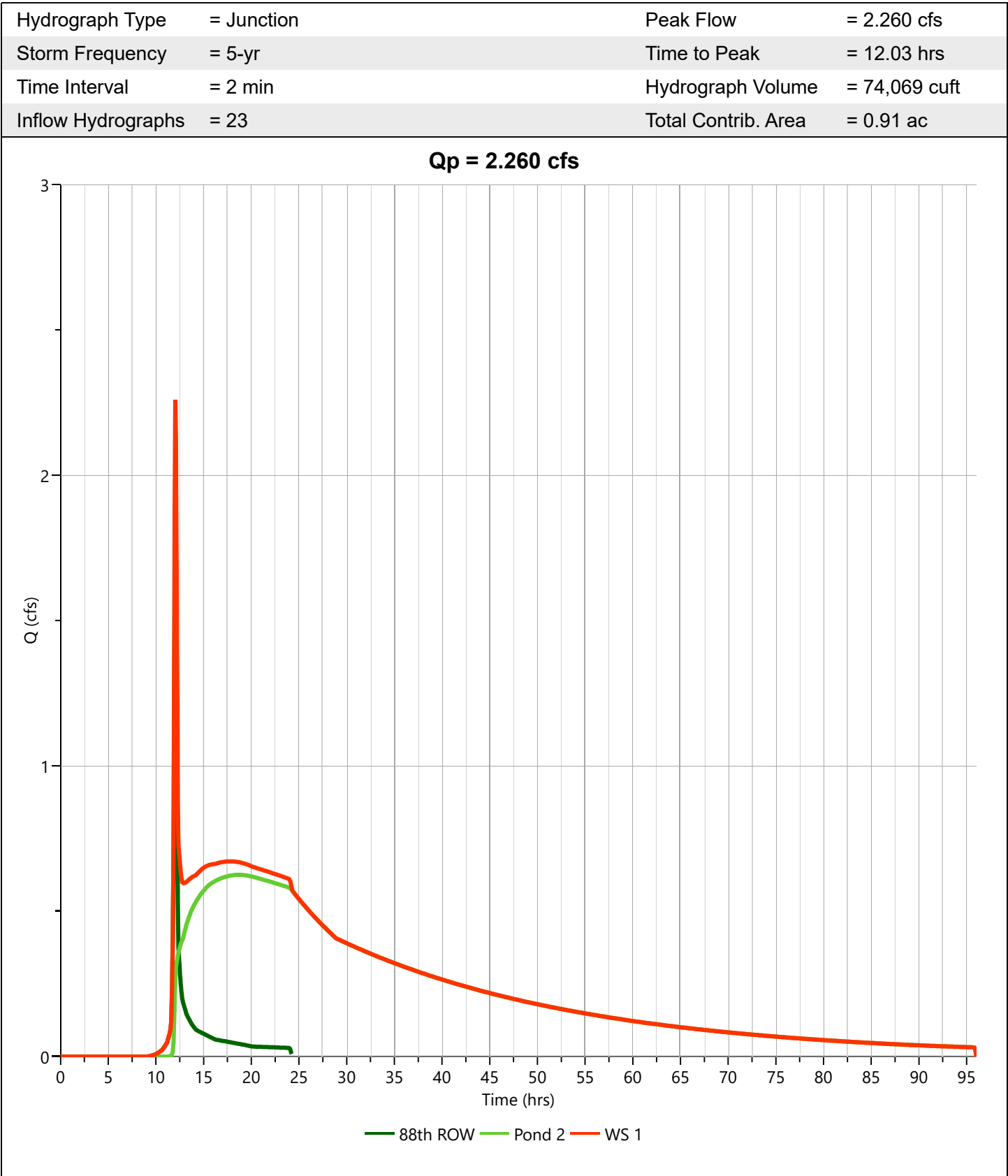
Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post WS 1

Hyd. No. 35



Hydrograph Report

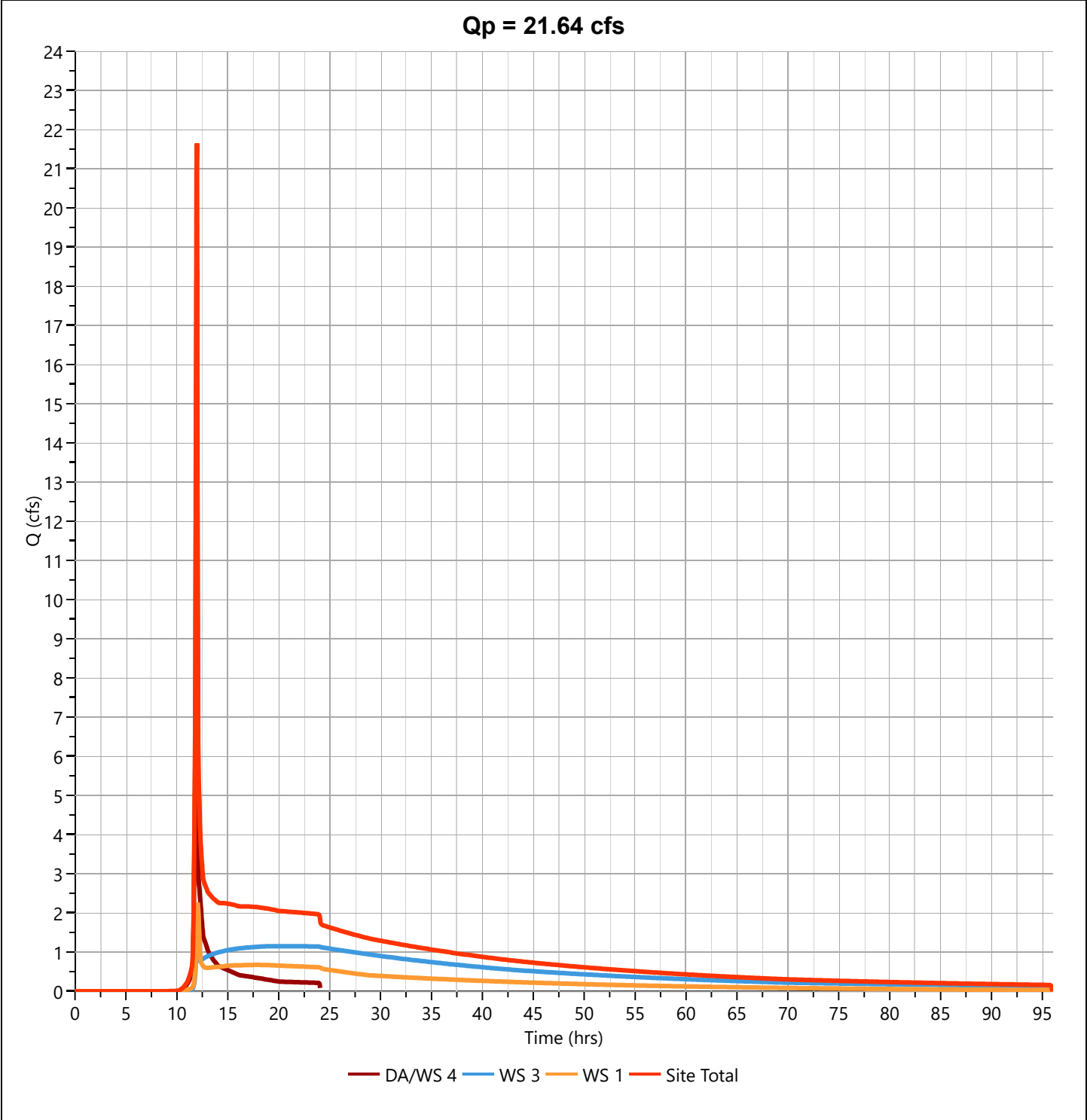
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post Site Total

Hyd. No. 36

Hydrograph Type	= Junction	Peak Flow	= 21.64 cfs
Storm Frequency	= 5-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Hydrograph Volume	= 264,004 cuft
Inflow Hydrographs	= 7	Total Contrib. Area	= 7.42 ac



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

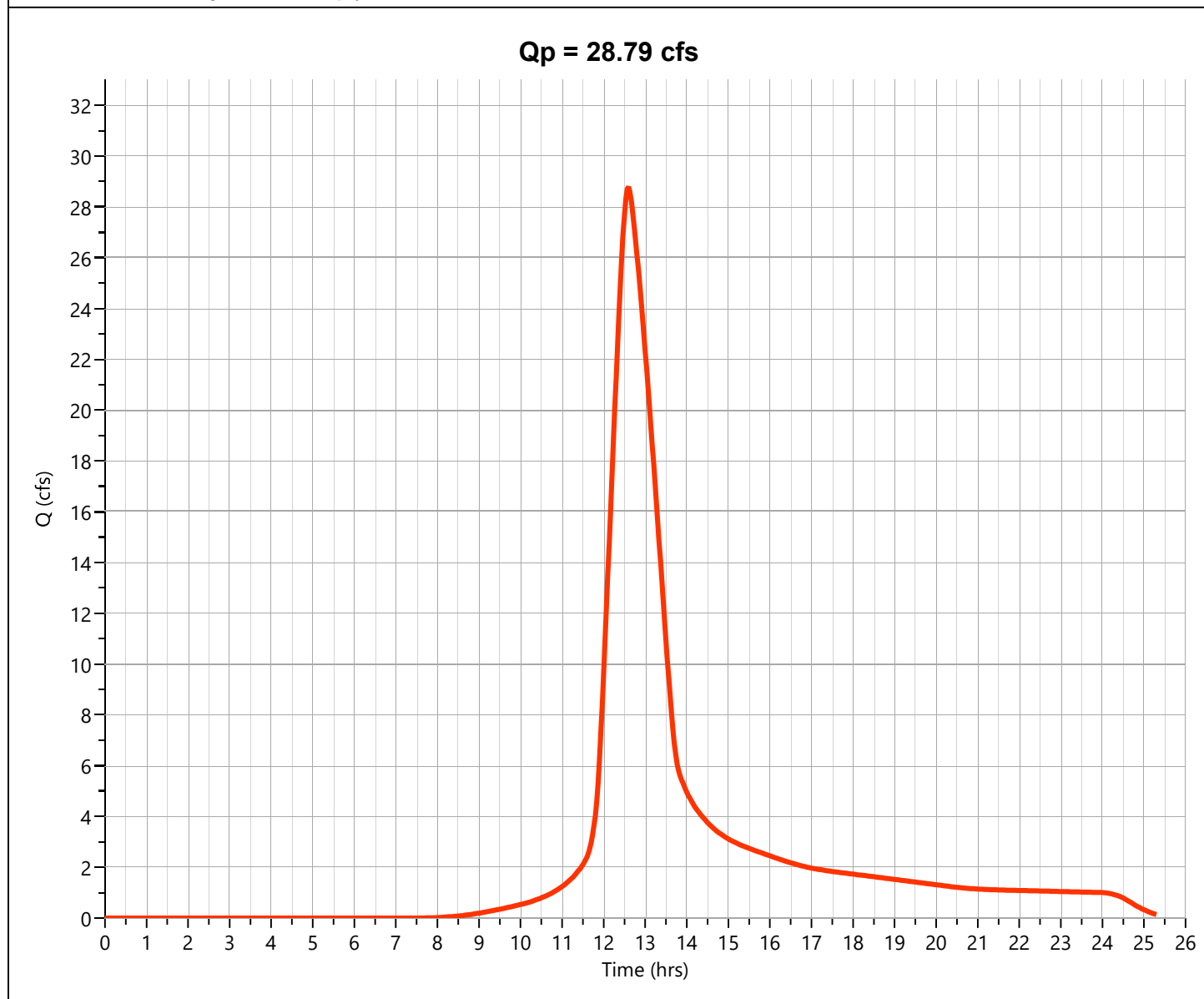
Pre Outlot Y

Hyd. No. 37

Hydrograph Type	= NRCS Runoff	Peak Flow	= 28.79 cfs
Storm Frequency	= 5-yr	Time to Peak	= 12.60 hrs
Time Interval	= 2 min	Runoff Volume	= 207,998 cuft
Drainage Area	= 26.49 ac	Curve Number	= 83.50*
Tc Method	= TR55 (See Worksheet)	Time of Conc. (Tc)	= 70.33 min
Total Rainfall	= 3.81 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

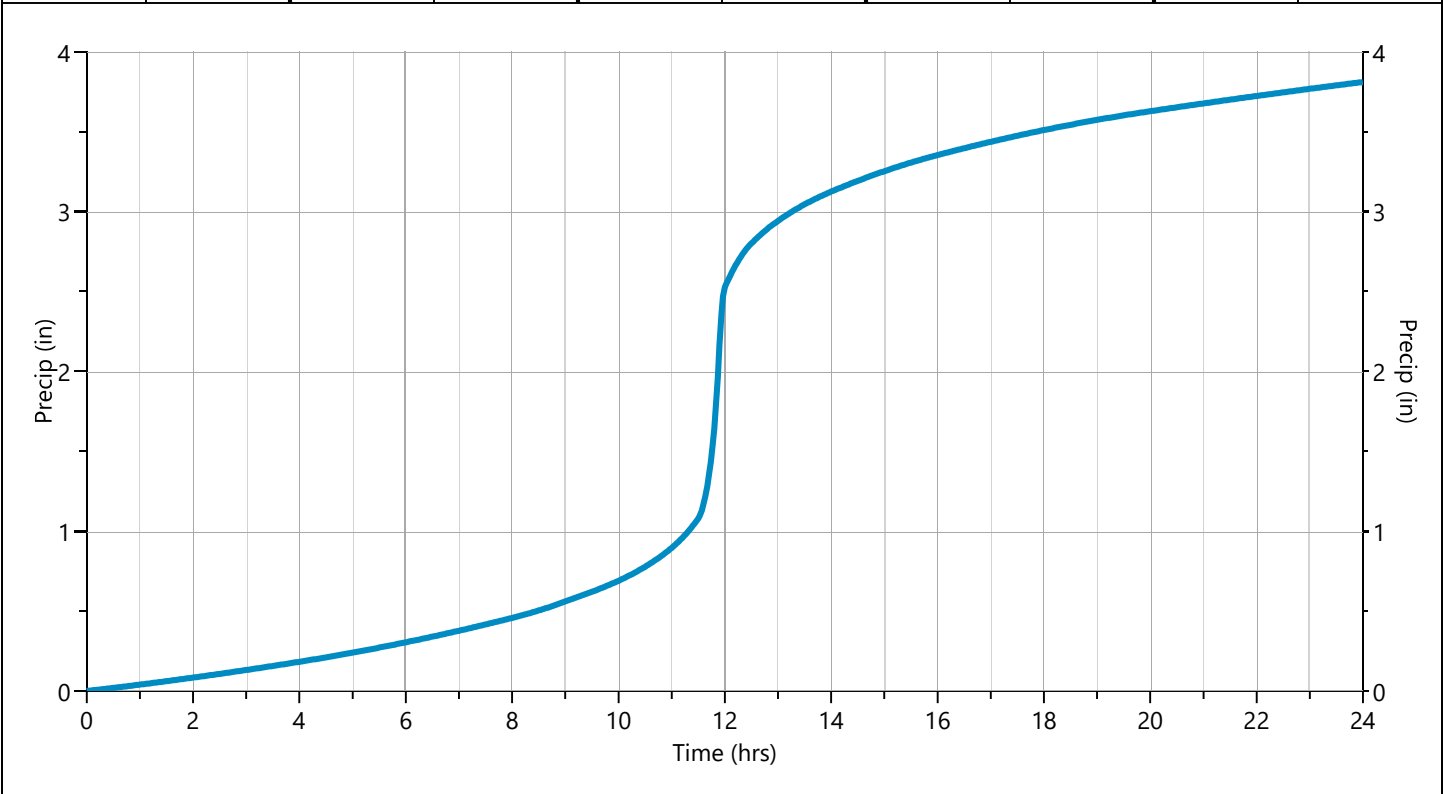
AREA (ac)	CN	DESCRIPTION
13.25	78.00	Row Crop HSG B
13.24	89.00	Row Crop HSG D
26.49	83.50	Weighted CN Method Employed



Storm Distribution: NRCS/SCS - Type II, 24-hr

Storm Duration	Total Rainfall Volume (in)								
	1-yr	2-yr	3-yr	✓ 5-yr	10-yr	25-yr	50-yr	100-yr	
24 hrs	2.67	3.08	1.25	3.81	4.46	5.44	6.26	7.12	

Incremental Rainfall Distribution, 5-yr									
Time (hrs)	Precip (in)	Time (hrs)	Precip (in)	Time (hrs)	Precip (in)	Time (hrs)	Precip (in)	Time (hrs)	Precip (in)
10.90	0.008551	11.27	0.012192	11.63	0.050326	12.00	0.057255	12.37	0.015392
10.93	0.008721	11.30	0.012598	11.67	0.060351	12.03	0.025471	12.40	0.014427
10.97	0.008890	11.33	0.013005	11.70	0.070375	12.07	0.024079	12.43	0.013462
11.00	0.009059	11.37	0.013411	11.73	0.080400	12.10	0.023114	12.47	0.012497
11.03	0.009346	11.40	0.013818	11.77	0.092285	12.13	0.022149	12.50	0.011532
11.07	0.009754	11.43	0.014224	11.80	0.118302	12.17	0.021184	12.53	0.010940
11.10	0.010160	11.47	0.014630	11.83	0.146186	12.20	0.020218	12.57	0.010719
11.13	0.010566	11.50	0.015037	11.87	0.174069	12.23	0.019253	12.60	0.010499
11.17	0.010973	11.53	0.020281	11.90	0.201953	12.27	0.018288	12.63	0.010278
11.20	0.011379	11.57	0.030277	11.93	0.184300	12.30	0.017323	12.67	0.010058
11.23	0.011786	11.60	0.040301	11.97	0.120713	12.33	0.016358	12.70	0.009838



Hydrograph 100-yr Summary

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

Hyd. No.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cuft)	Inflow Hyd(s)	Maximum Elevation (ft)	Maximum Storage (cuft)
1	NRCS Runoff	Pre DA 2/WS 1	2.077	12.17	8,398	----		
2	NRCS Runoff	Pre DA/WS 3	105.8	12.57	768,264	----		
3	NRCS Runoff	Pre DA/WS 4	38.42	12.33	207,741	----		
4	Junction	Pre Site Total	138.1	12.53	984,402	1, 2, 3		
5	NRCS Runoff	Post DA2	19.97	11.93	40,643	----		
6	NRCS Runoff	Post DA 3	224.3	11.93	456,532	----		
7	NRCS Runoff	Post DA/WS 4	51.44	11.93	104,713	----		
8	NRCS Runoff	Post DA 5	2.912	11.93	5,927	----		
9	NRCS Runoff	Post DA 6	2.120	11.93	4,570	----		
10	NRCS Runoff	Post DA 7	4.037	11.93	8,673	----		
11	NRCS Runoff	Post DA 8	1.946	11.93	4,197	----		
12	NRCS Runoff	Post DA 9	1.046	11.93	2,238	----		
13	NRCS Runoff	Post DA 10	1.046	11.93	2,238	----		
14	NRCS Runoff	Post DA 15	1.609	11.93	3,405	----		
15	NRCS Runoff	Post DA 16	1.322	11.93	2,845	----		
16	NRCS Runoff	Post DA 17	2.846	11.93	6,156	----		
17	NRCS Runoff	DA17 - Lot	9.498	11.93	19,334	----		
18	NRCS Runoff	Post DA 18	2.846	11.93	6,156	----		
19	NRCS Runoff	DA 18 - Lot	49.09	11.93	99,915	----		
20	Junction	P8	2.091	11.93	4,477	12, 13		
21	Junction	P18	6.158	11.93	13,243	9, 10		
22	Junction	P14	2.930	11.93	6,250	14, 15		
23	NRCS Runoff	88th ROW	5.227	12.03	14,763	----		
24	NRCS Runoff	OFF1	85.62	11.93	174,287	----		
25	Junction	P16	8.249	11.93	17,720	20, 21		
26	Junction	P15	10.19	11.93	21,917	11, 25		
27	Junction	P13	13.13	11.93	28,167	22, 26		
28	Junction	P12	5.692	11.93	12,312	16, 18		
29	Junction	P10/P11	18.82	11.93	40,478	27, 28		
30	Junction	Into Pond 3	243.1	11.93	497,011	6, 29		
31	Pond Route	Pond 3	5.788	15.17	457,510	30	958.82	330,452
32	Junction	Post WS 3	5.859	15.03	463,437	8, 31		
33	Junction	Into Pond 2	105.6	11.93	214,930	5, 24		
34	Pond Route	Pond 2	2.943	14.47	205,745	33	966.26	137,185
35	Junction	Post WS 1	7.096	12.03	220,508	23, 34		
36	Junction	Post Site Total	61.07	11.97	788,657	7, 32, 35		

Hydrograph 100-yr Summary

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Hyd. No.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cuft)	Inflow Hyd(s)	Maximum Elevation (ft)	Maximum Storage (cuft)
37	NRCS Runoff	Pre Outlot Y	68.83	12.57	499,787	----		

Hydrograph Report

Hydrology Studio v 3.0.0.40

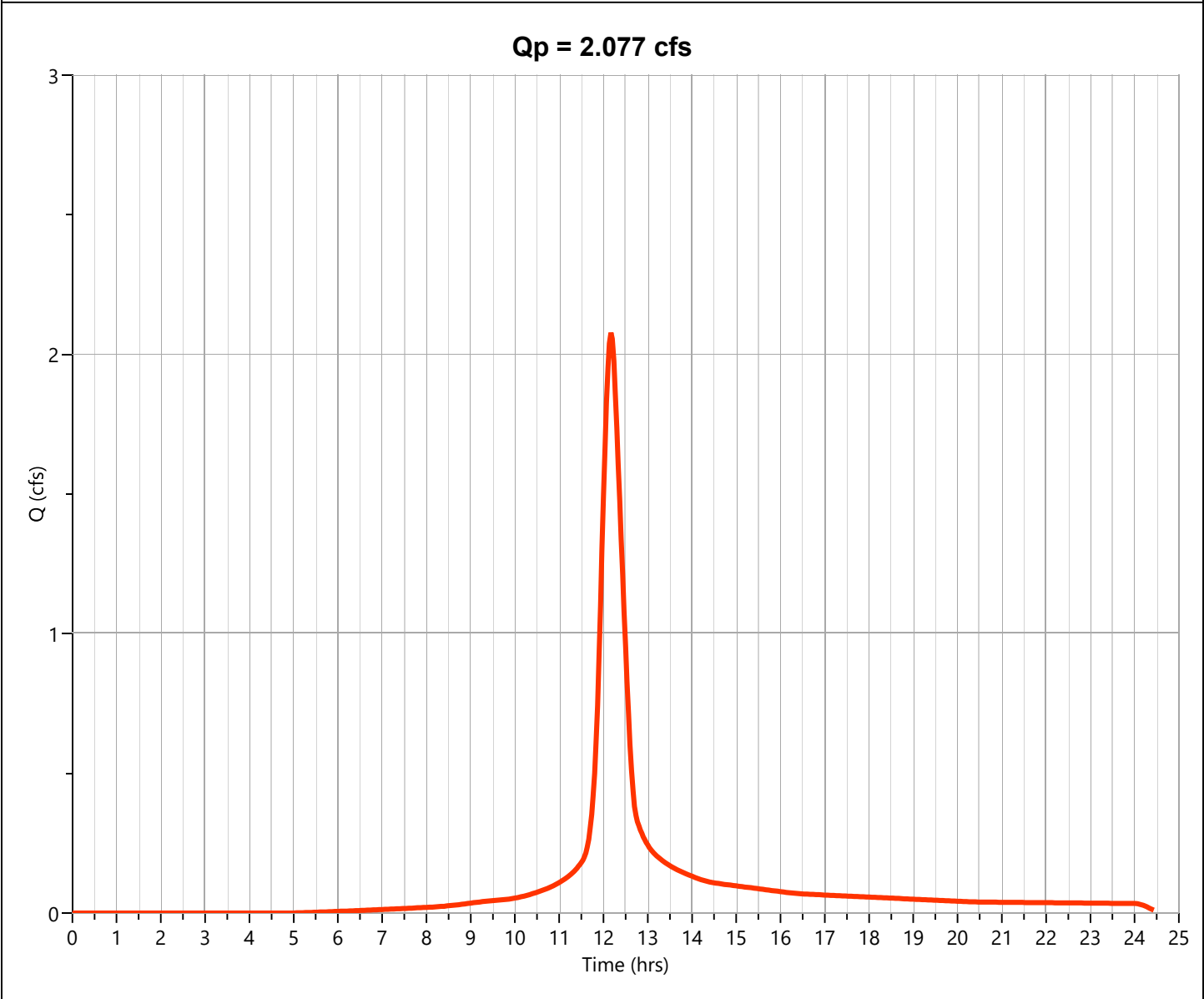
File: 25-152 Hydrology Studio.hys
12-23-2025

Pre DA 2/WS 1

Hyd. No. 1

Hydrograph Type	= NRCS Runoff	Peak Flow	= 2.077 cfs
Storm Frequency	= 100-yr	Time to Peak	= 12.17 hrs
Time Interval	= 2 min	Runoff Volume	= 8,398 cuft
Drainage Area	= 0.45 ac	Curve Number	= 83.00*
Tc Method	= TR55 (See Worksheet)	Time of Conc. (Tc)	= 28.61 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet		
AREA (ac)	CN	DESCRIPTION
0.23	78.00	Row Crop HSG B
0.22	89.00	Row Crop HSG D
0.45	83.00	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

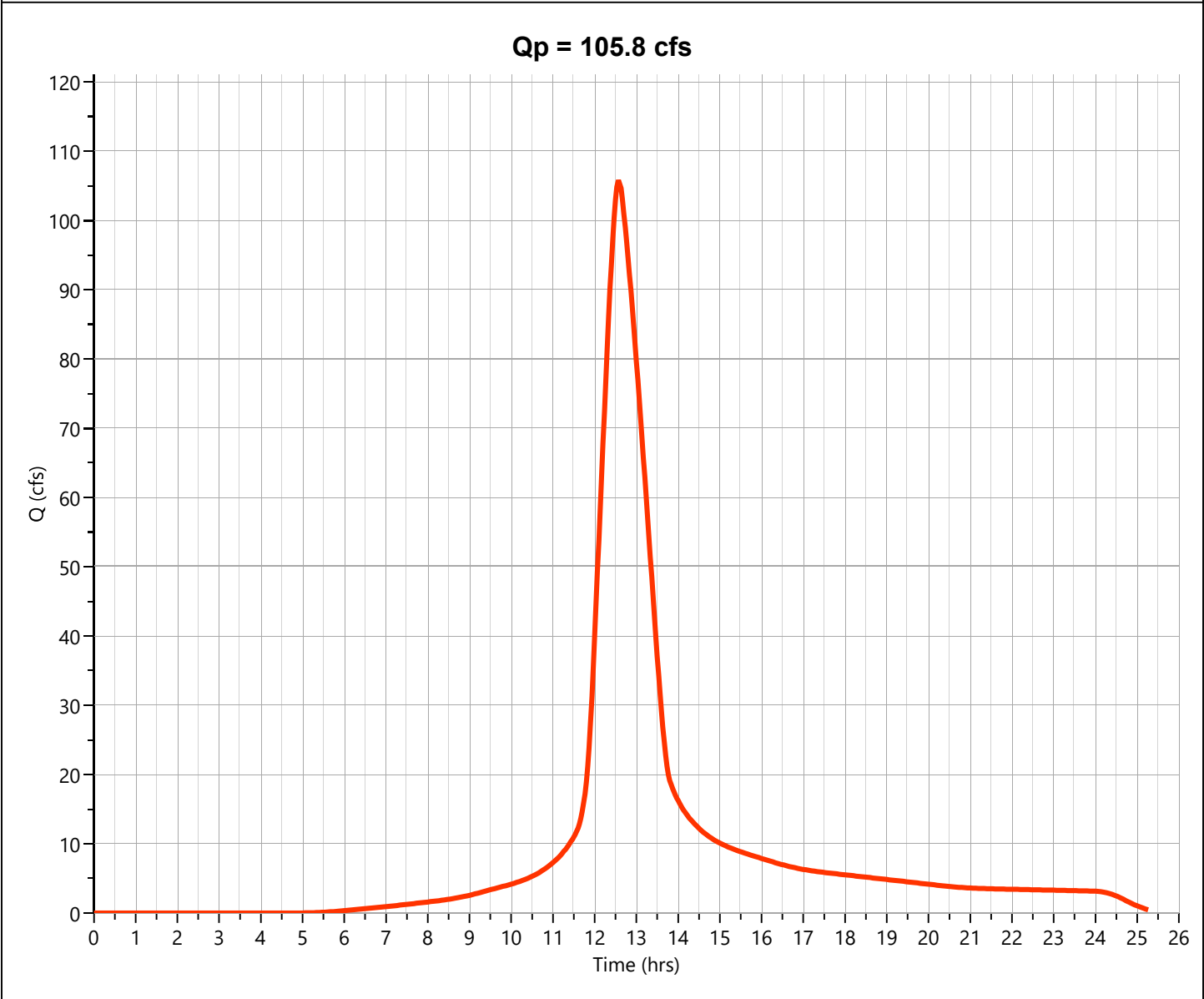
File: 25-152 Hydrology Studio.hys
12-23-2025

Pre DA/WS 3

Hyd. No. 2

Hydrograph Type	= NRCS Runoff	Peak Flow	= 105.8 cfs
Storm Frequency	= 100-yr	Time to Peak	= 12.57 hrs
Time Interval	= 2 min	Runoff Volume	= 768,264 cuft
Drainage Area	= 40.72 ac	Curve Number	= 83.50*
Tc Method	= TR55 (See Worksheet)	Time of Conc. (Tc)	= 70.33 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet		
AREA (ac)	CN	DESCRIPTION
20.36	78.00	Row Crop HSG B
20.36	89.00	Row Crop HSG D
40.72	83.50	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

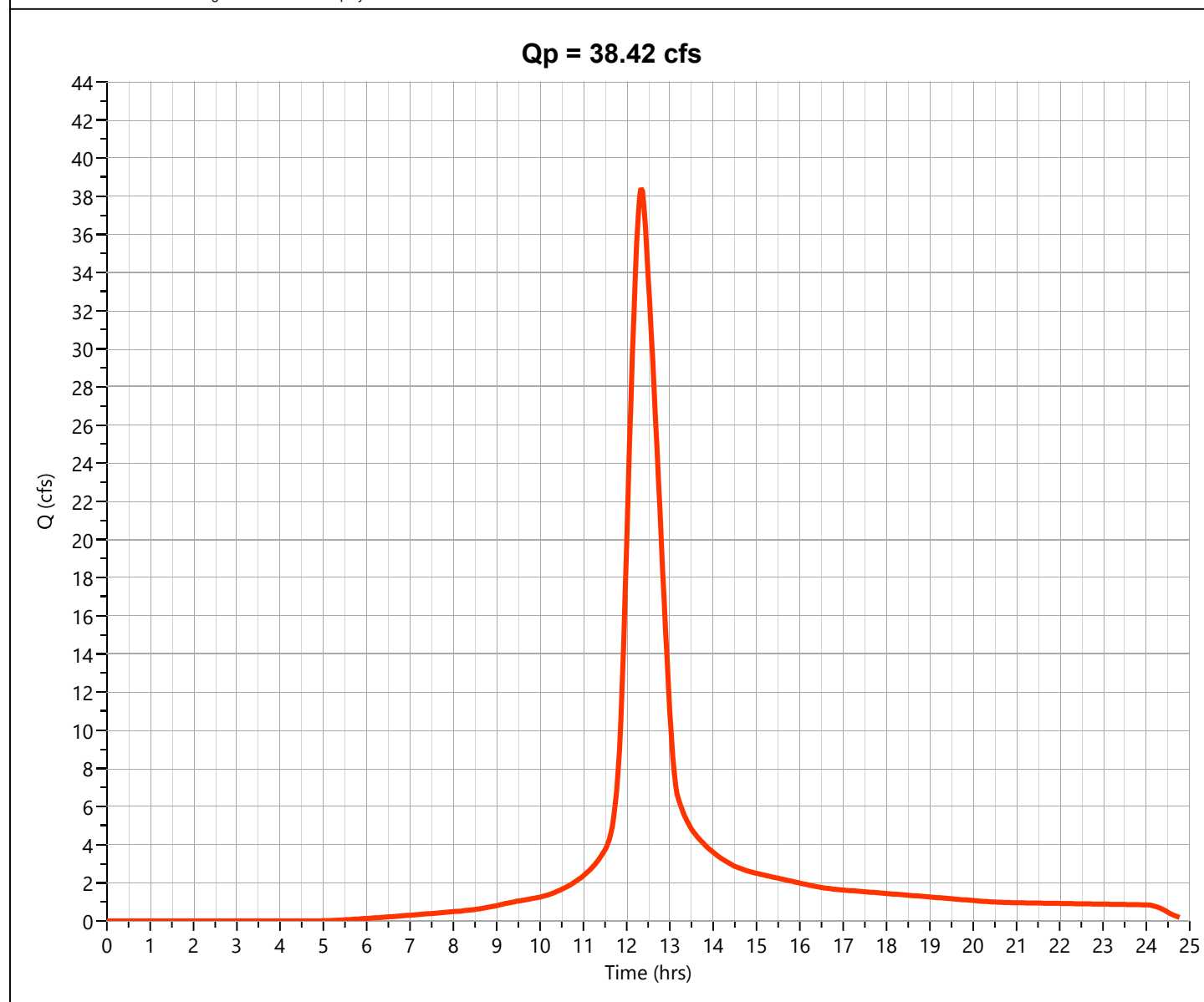
Pre DA/WS 4

Hyd. No. 3

Hydrograph Type	= NRCS Runoff	Peak Flow	= 38.42 cfs
Storm Frequency	= 100-yr	Time to Peak	= 12.33 hrs
Time Interval	= 2 min	Runoff Volume	= 207,741 cuft
Drainage Area	= 11.11 ac	Curve Number	= 83.50*
Tc Method	= TR55 (See Worksheet)	Time of Conc. (Tc)	= 46.12 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
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5.55	89.00	Row Crop HSG C
11.11	83.50	Weighted CN Method Employed



Hydrograph Report

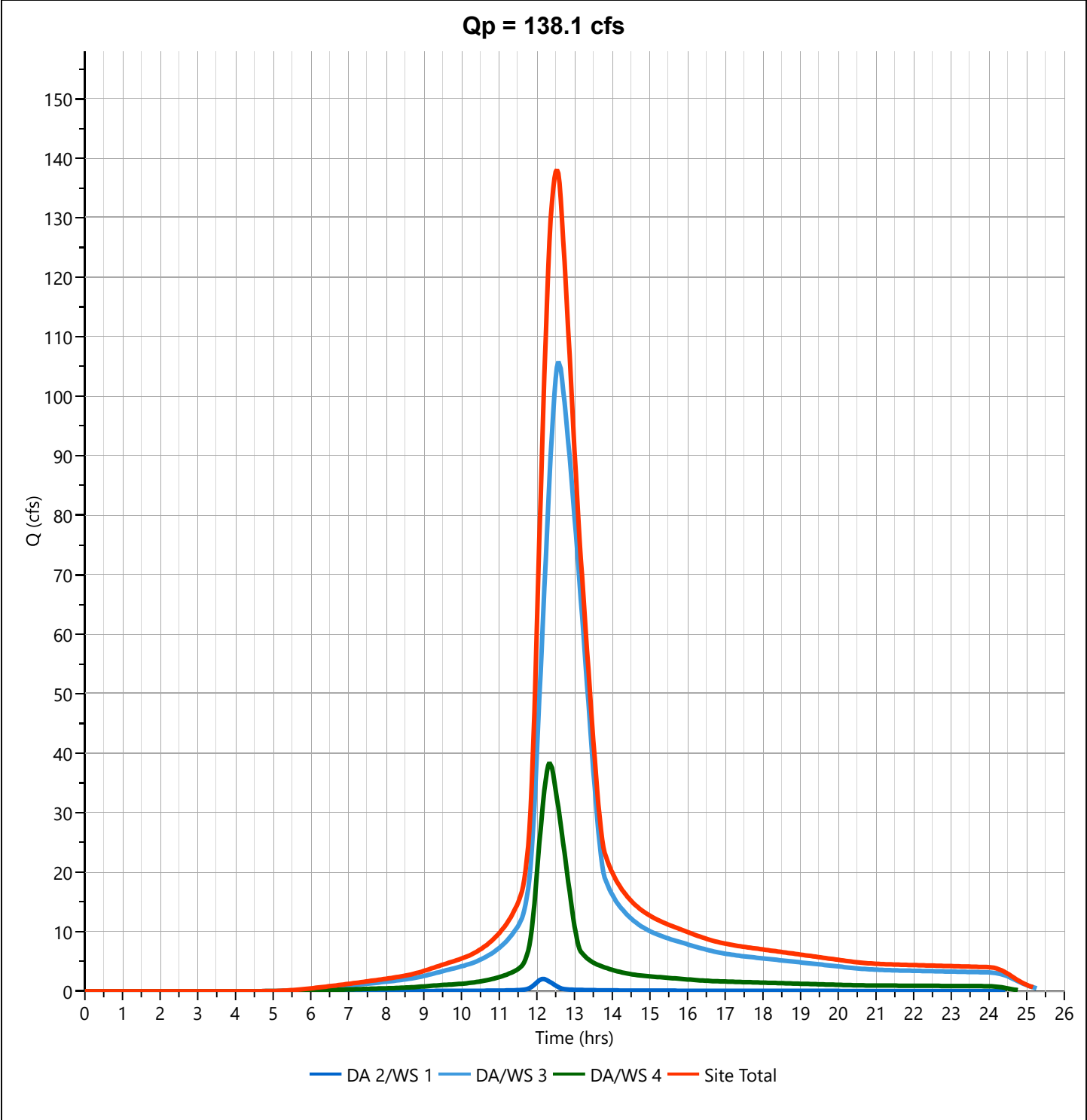
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Pre Site Total

Hyd. No. 4

Hydrograph Type	= Junction	Peak Flow	= 138.1 cfs
Storm Frequency	= 100-yr	Time to Peak	= 12.53 hrs
Time Interval	= 2 min	Hydrograph Volume	= 984,402 cuft
Inflow Hydrographs	= 1, 2, 3	Total Contrib. Area	= 52.28 ac



Hydrograph Report

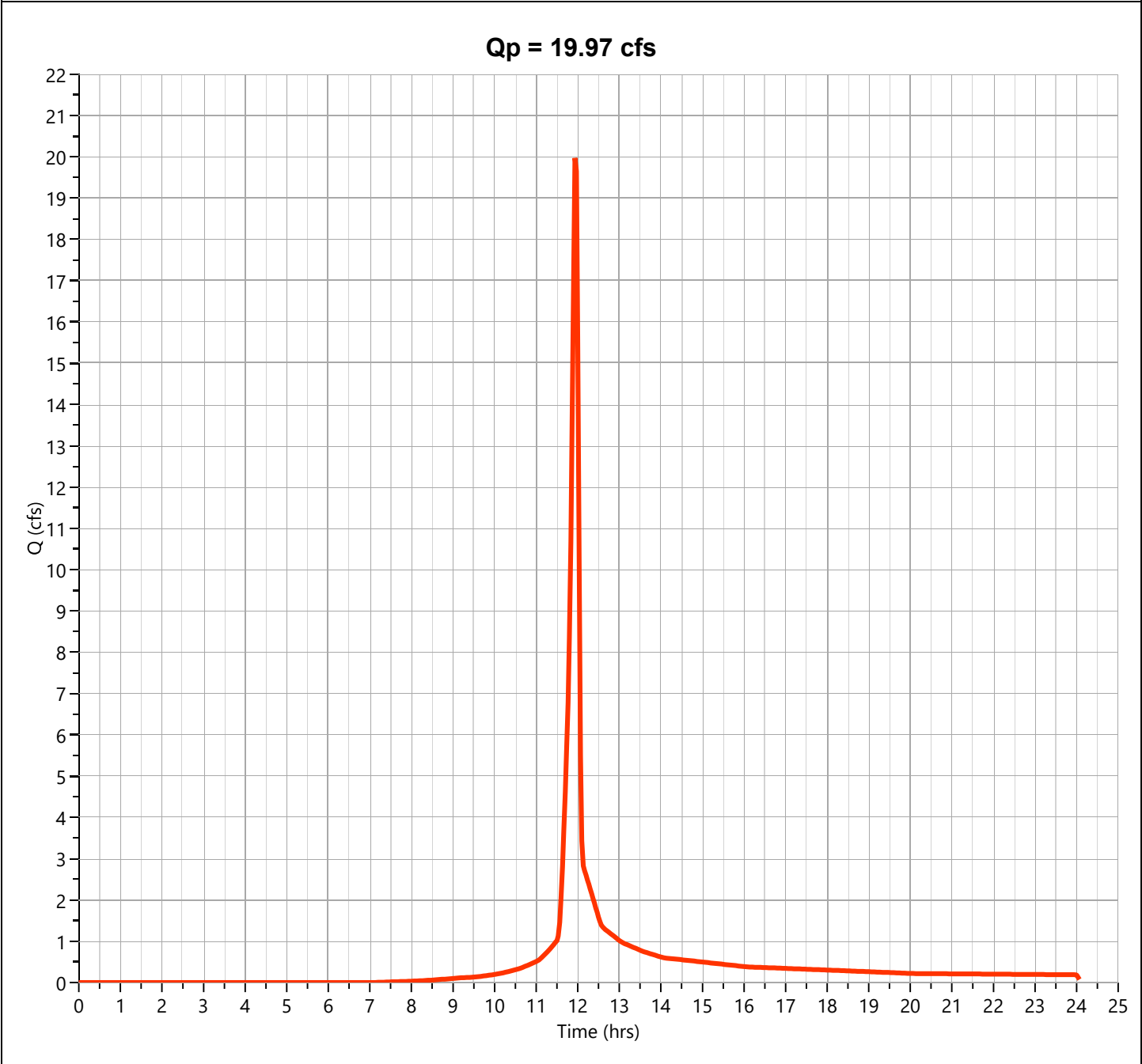
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA2

Hyd. No. 5

Hydrograph Type	= NRCS Runoff	Peak Flow	= 19.97 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 40,643 cuft
Drainage Area	= 2.88 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

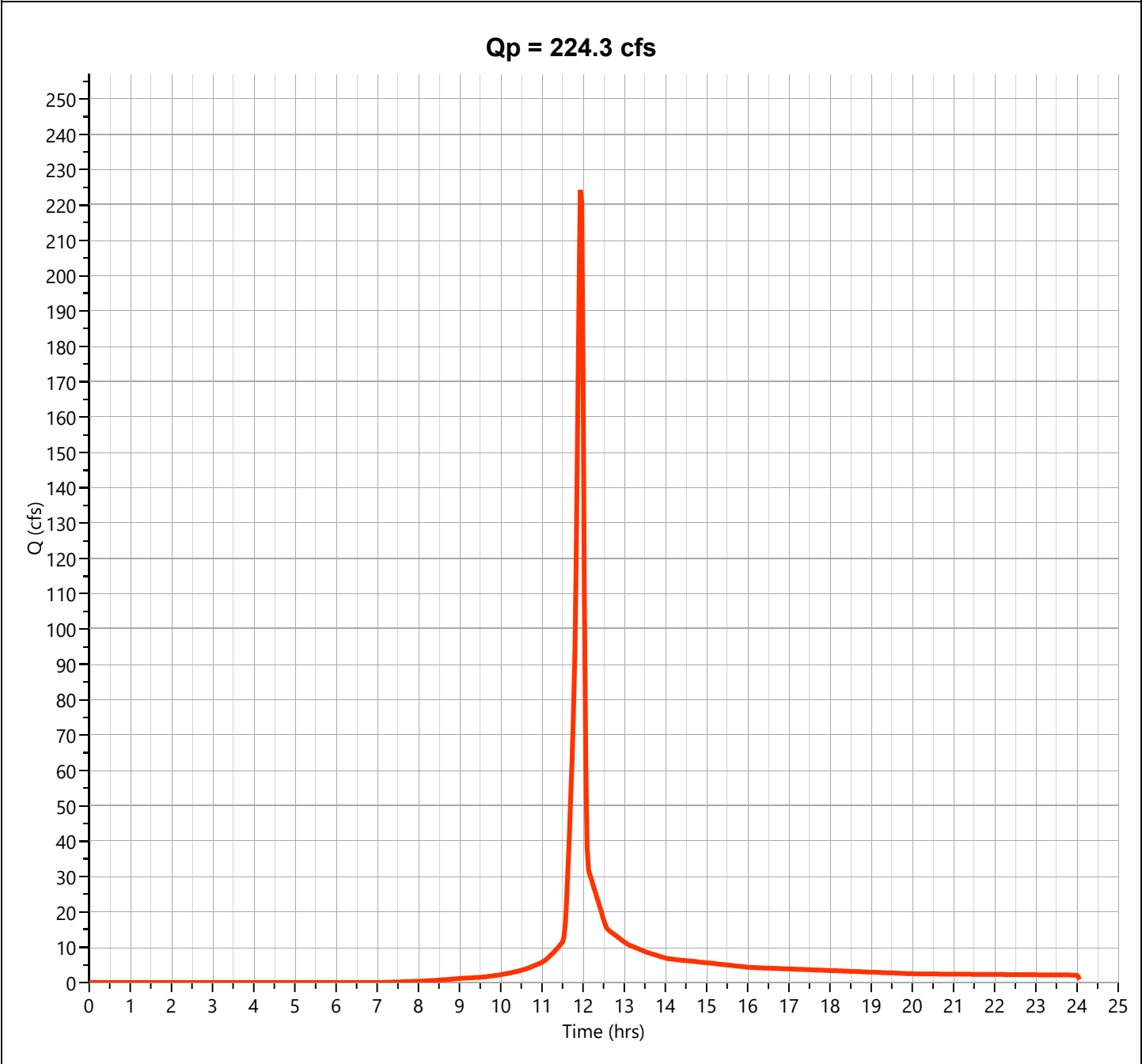
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA 3

Hyd. No. 6

Hydrograph Type	= NRCS Runoff	Peak Flow	= 224.3 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 456,532 cuft
Drainage Area	= 32.35 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

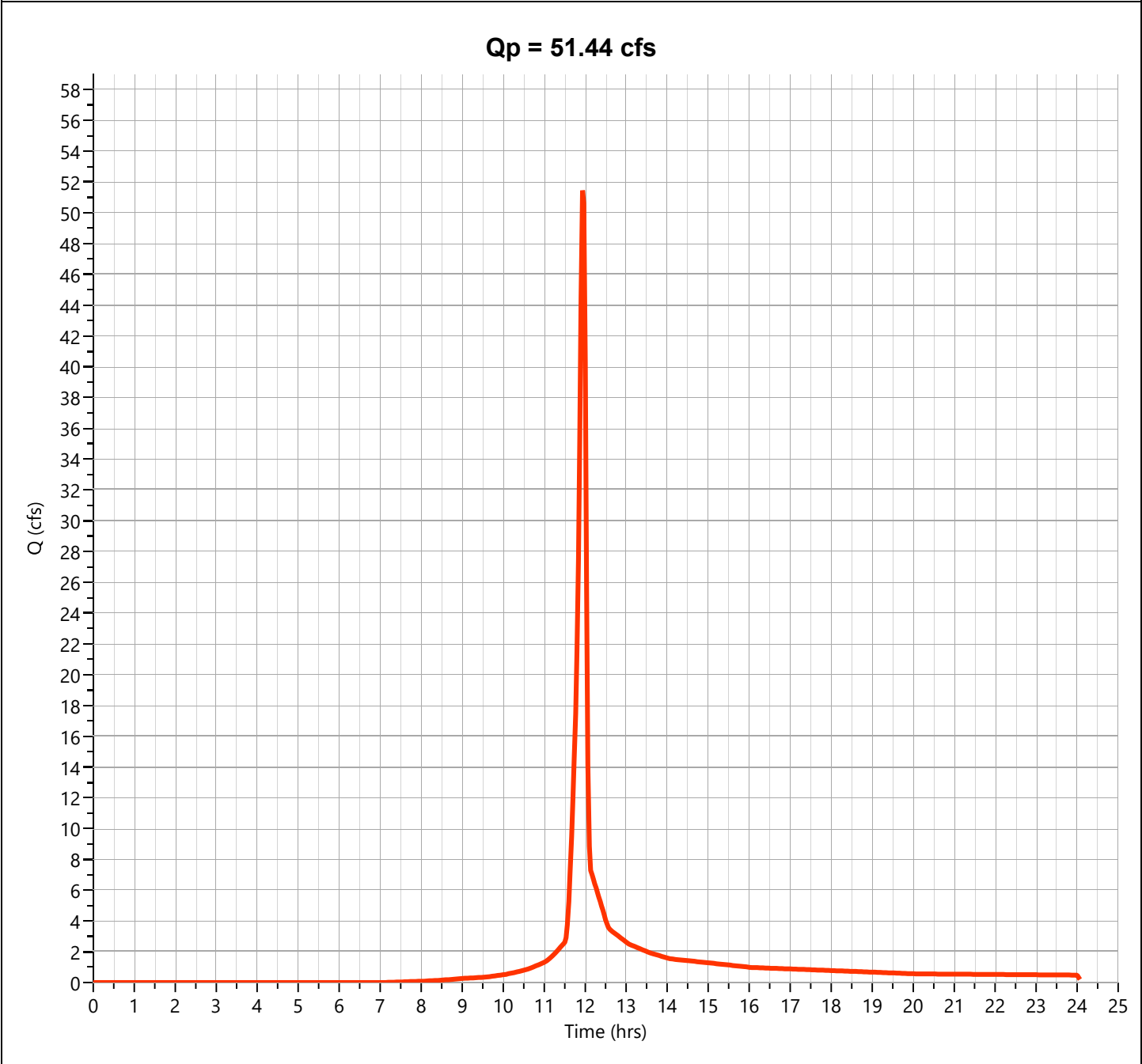
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA/WS 4

Hyd. No. 7

Hydrograph Type	= NRCS Runoff	Peak Flow	= 51.44 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 104,713 cuft
Drainage Area	= 7.42 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

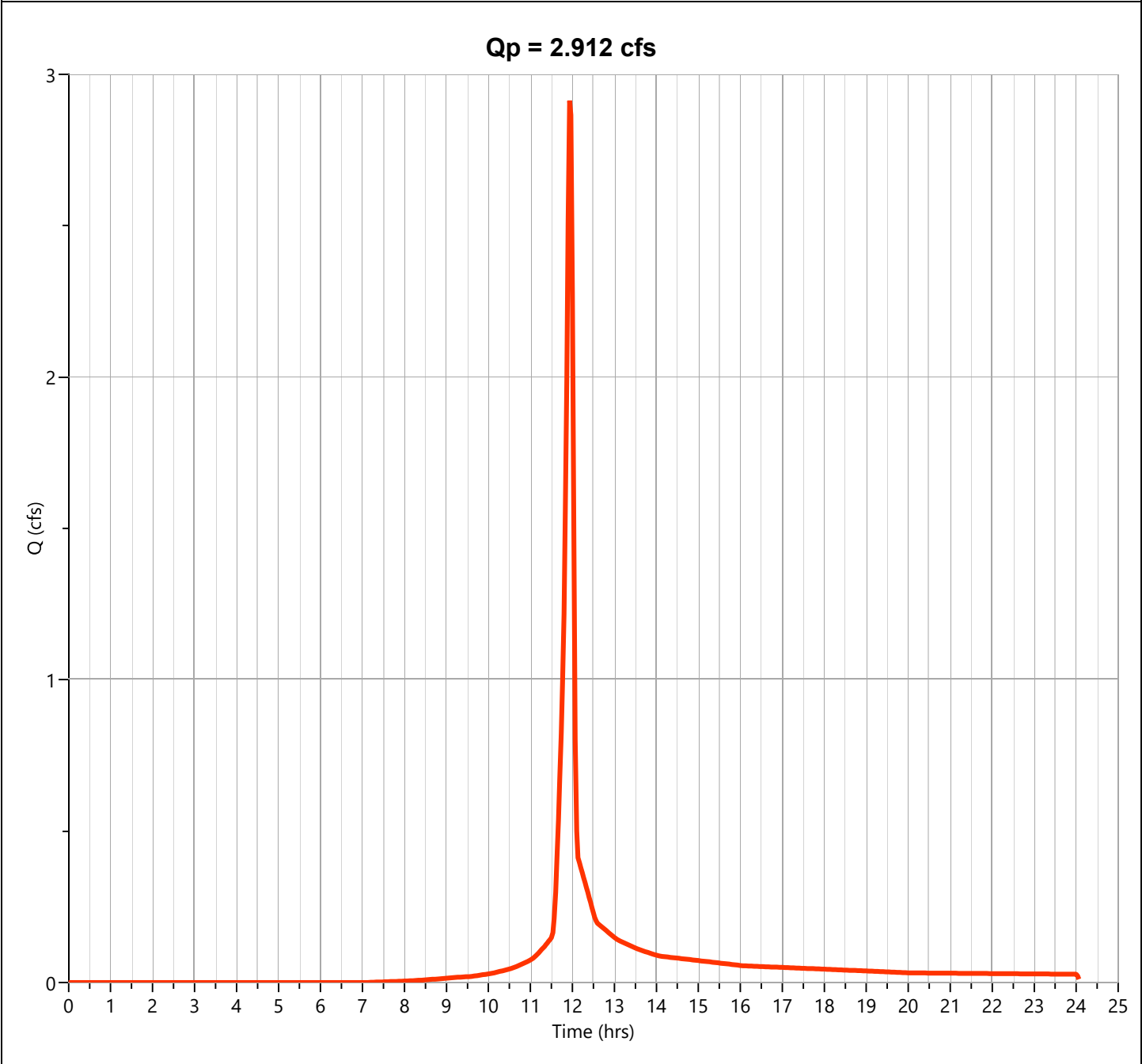
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA 5

Hyd. No. 8

Hydrograph Type	= NRCS Runoff	Peak Flow	= 2.912 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 5,927 cuft
Drainage Area	= 0.42 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

Hydrology Studio v 3.0.0.40

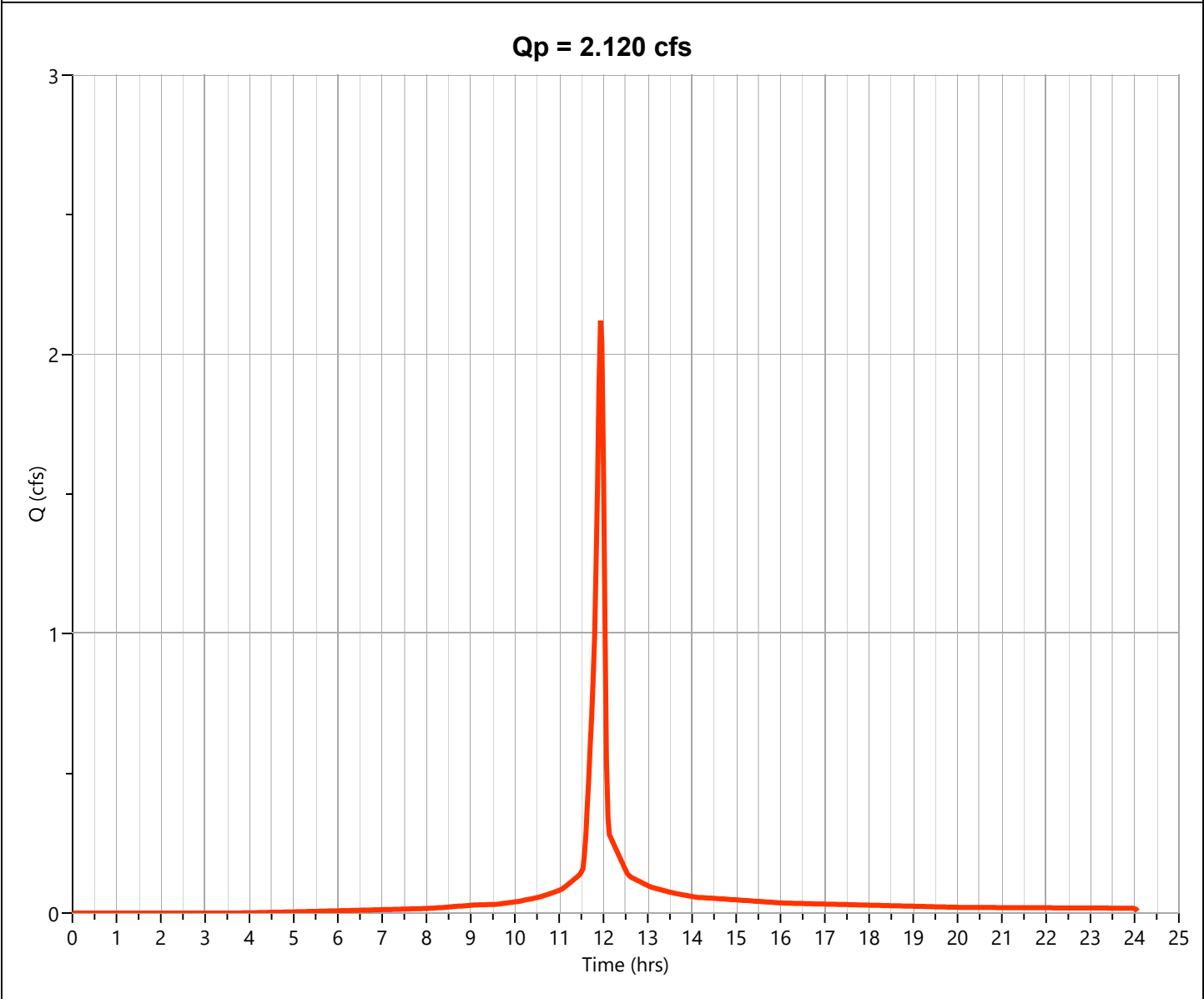
File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA 6

Hyd. No. 9

Hydrograph Type	= NRCS Runoff	Peak Flow	= 2.120 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 4,570 cuft
Drainage Area	= 0.24 ac	Curve Number	= 87.00*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet		
AREA (ac)	CN	DESCRIPTION
0.13	98.00	Impervious
0.11	74.00	Open Space
0.24	87.00	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

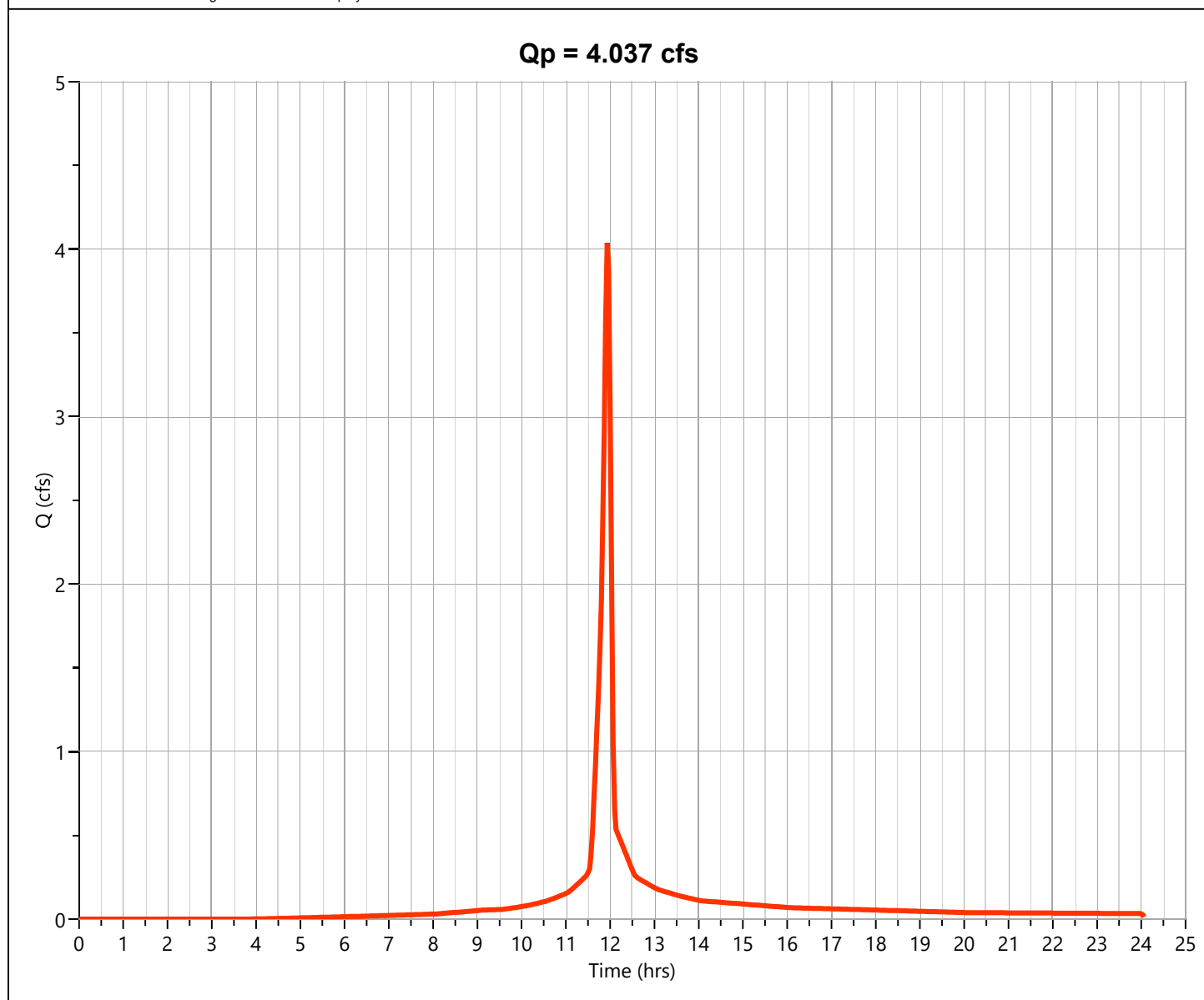
Post DA 7

Hyd. No. 10

Hydrograph Type	= NRCS Runoff	Peak Flow	= 4.037 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 8,673 cuft
Drainage Area	= 0.46 ac	Curve Number	= 86.52*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.24	98.00	Impervious
0.22	74.00	Open Space
0.46	86.52	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

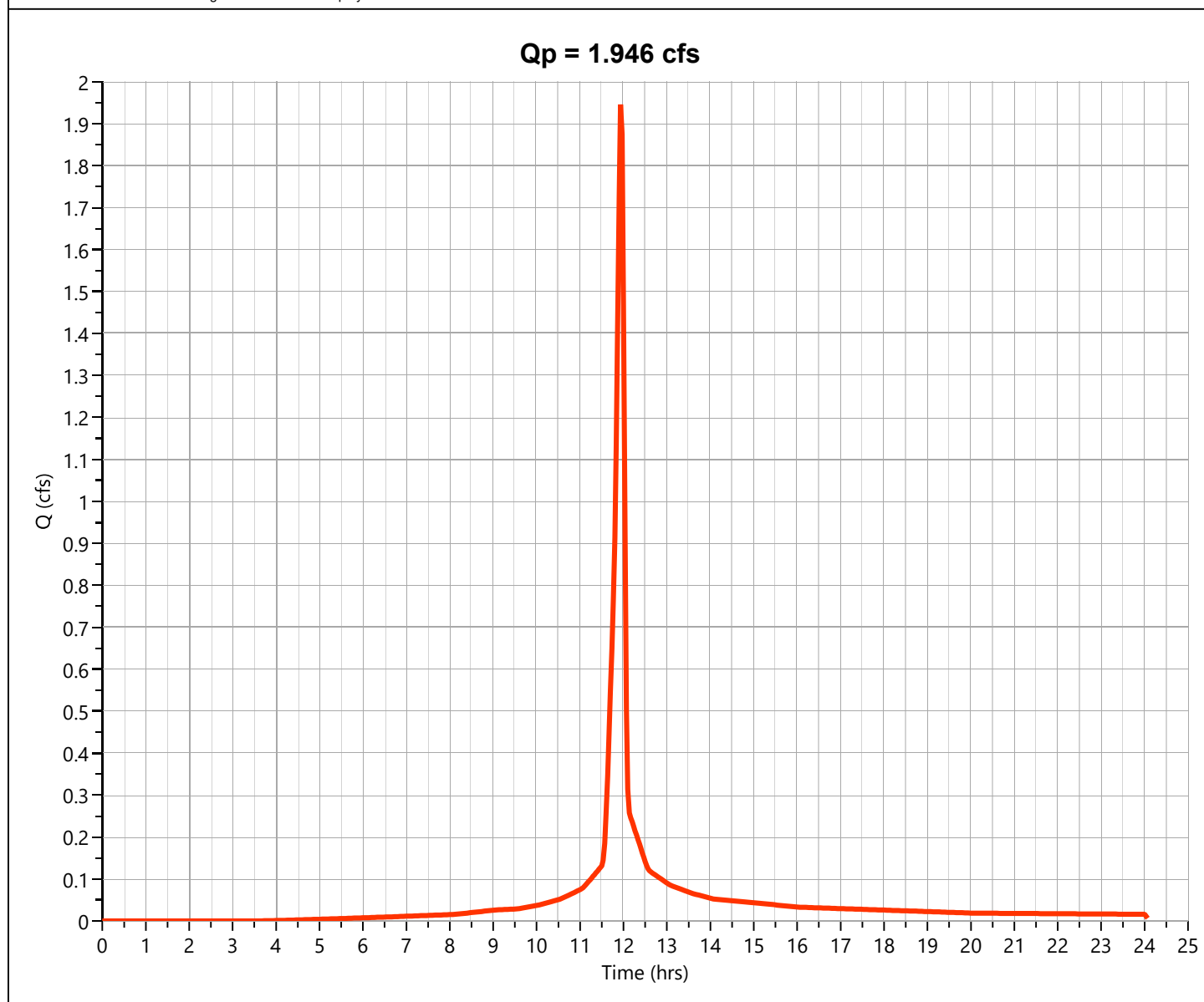
Post DA 8

Hyd. No. 11

Hydrograph Type	= NRCS Runoff	Peak Flow	= 1.946 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 4,197 cuft
Drainage Area	= 0.22 ac	Curve Number	= 87.09*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.12	98.00	Impervious
0.1	74.00	Open Space
0.22	87.09	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

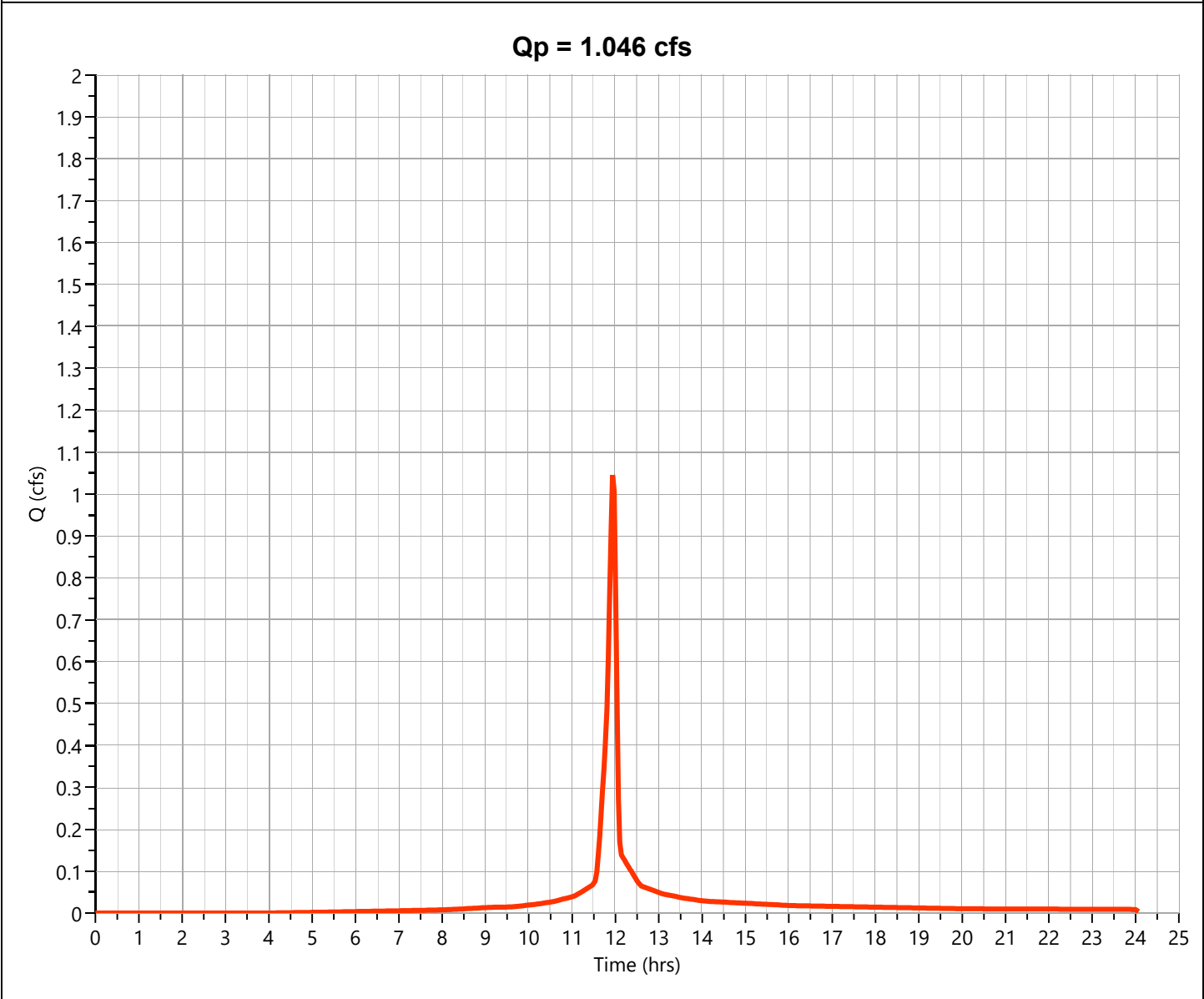
File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA 9

Hyd. No. 12

Hydrograph Type	= NRCS Runoff	Peak Flow	= 1.046 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 2,238 cuft
Drainage Area	= 0.12 ac	Curve Number	= 86.00*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet		
AREA (ac)	CN	DESCRIPTION
0.06	98.00	Impervious
0.06	74.00	Open Space
0.12	86.00	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

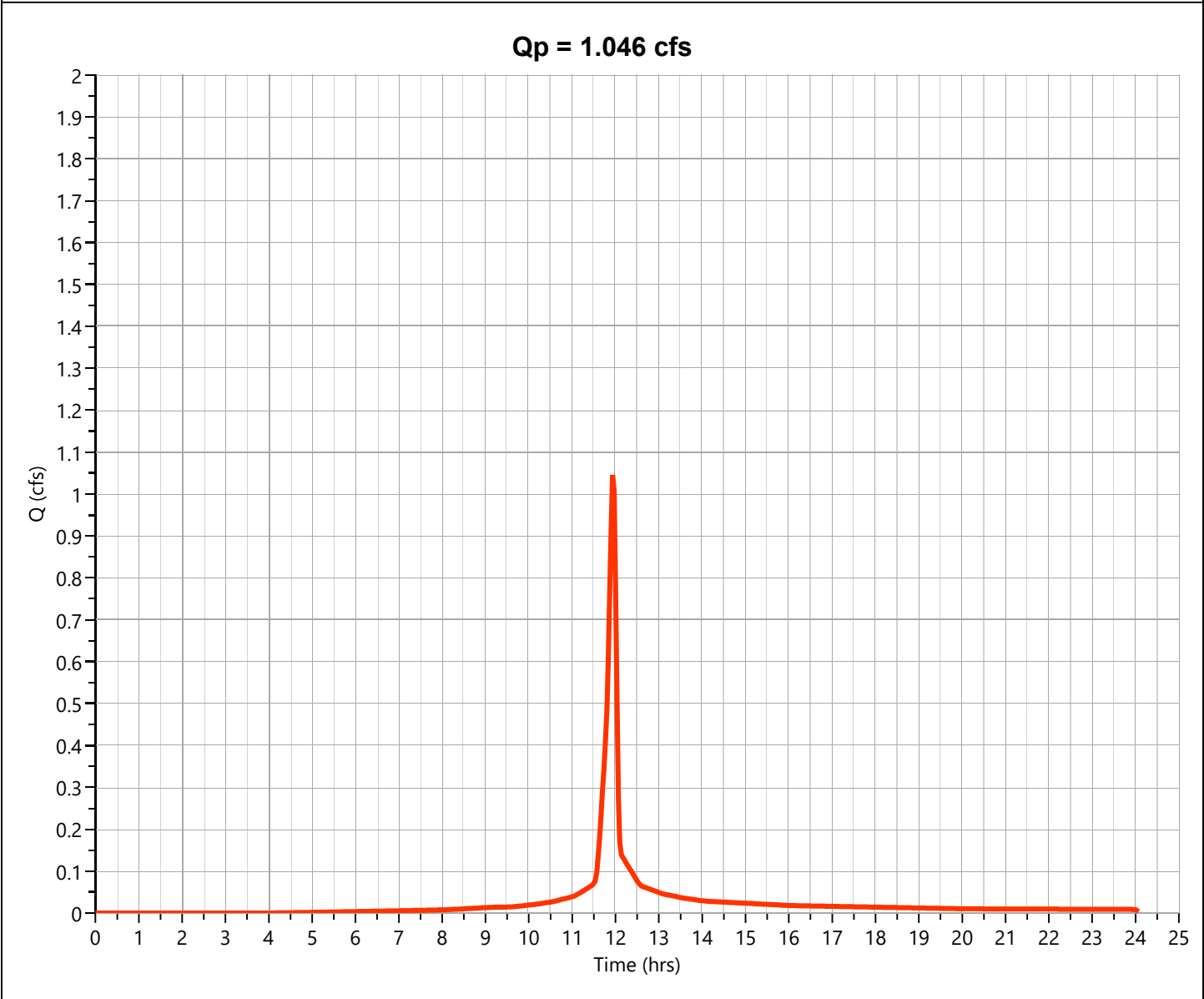
File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA 10

Hyd. No. 13

Hydrograph Type	= NRCS Runoff	Peak Flow	= 1.046 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 2,238 cuft
Drainage Area	= 0.12 ac	Curve Number	= 86.00*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet		
AREA (ac)	CN	DESCRIPTION
0.06	98.00	Impervious
0.06	74.00	Open Space
0.12	86.00	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

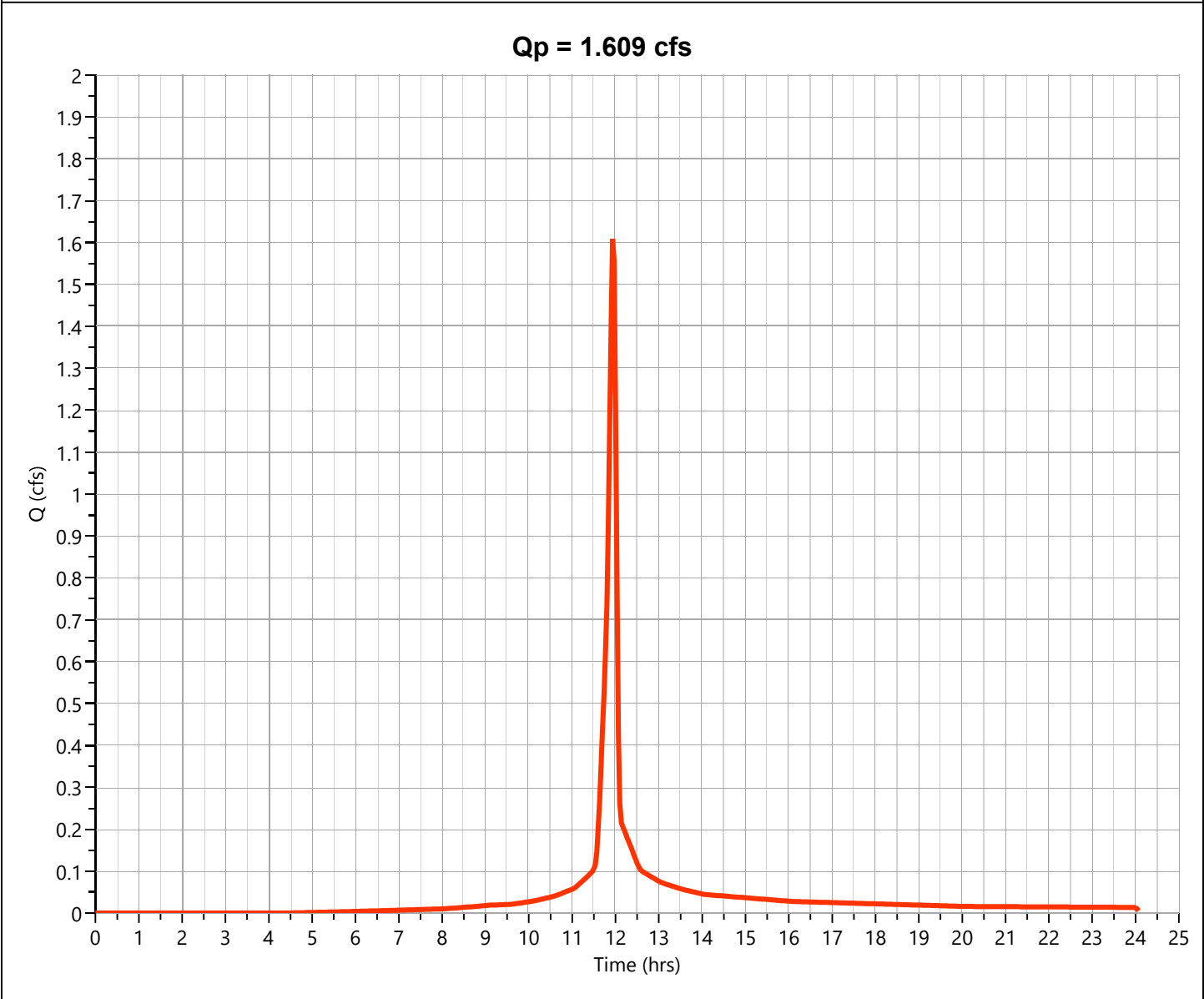
File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA 15

Hyd. No. 14

Hydrograph Type	= NRCS Runoff	Peak Flow	= 1.609 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 3,405 cuft
Drainage Area	= 0.19 ac	Curve Number	= 84.11*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet		
AREA (ac)	CN	DESCRIPTION
0.08	98.00	Impervious
0.11	74.00	Open Space
0.19	84.11	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

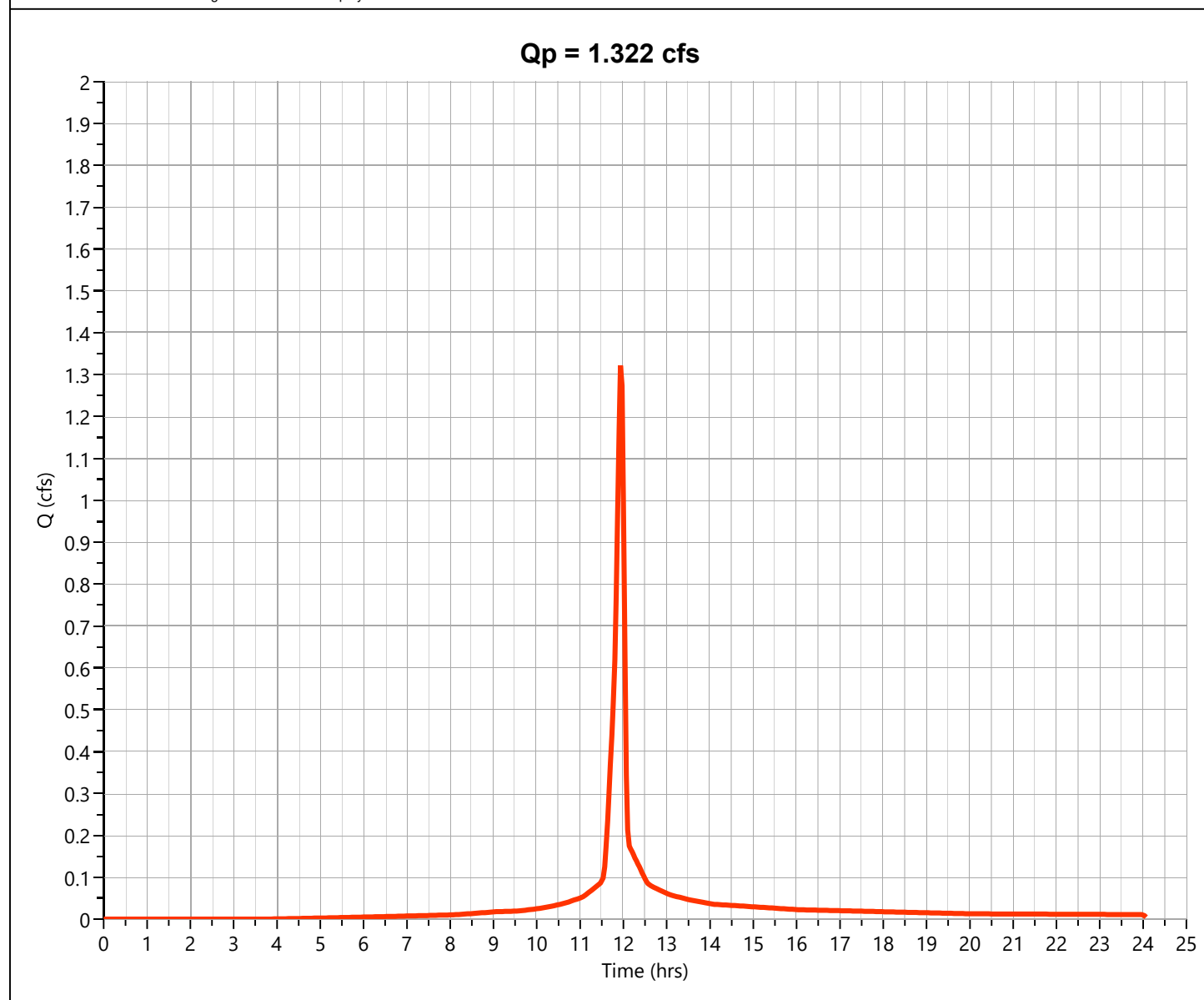
Post DA 16

Hyd. No. 15

Hydrograph Type	= NRCS Runoff	Peak Flow	= 1.322 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 2,845 cuft
Drainage Area	= 0.15 ac	Curve Number	= 86.80*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

AREA (ac)	CN	DESCRIPTION
0.08	98.00	Impervious
0.07	74.00	Open Space
0.15	86.80	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

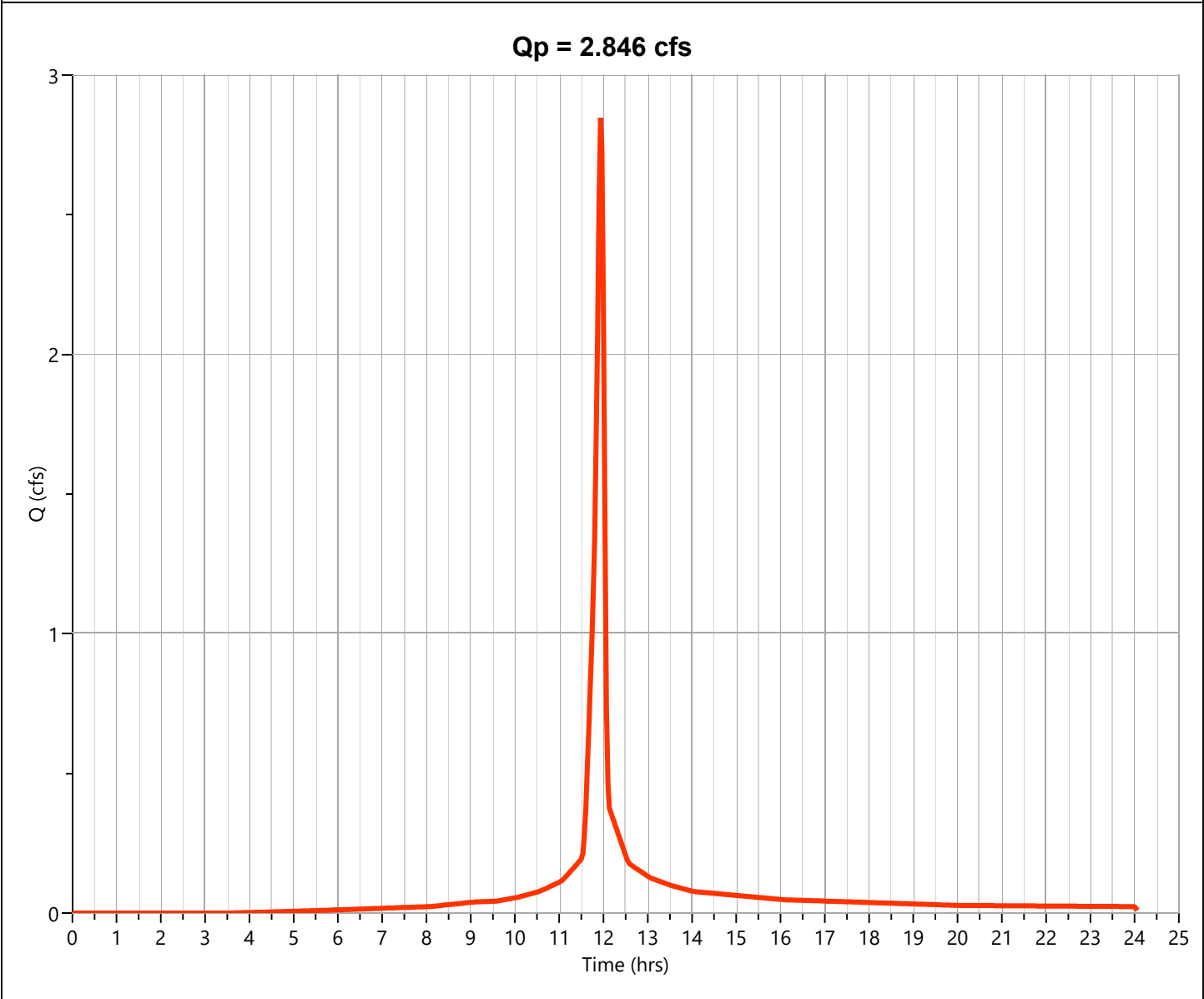
File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA 17

Hyd. No. 16

Hydrograph Type	= NRCS Runoff	Peak Flow	= 2.846 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 6,156 cuft
Drainage Area	= 0.32 ac	Curve Number	= 87.50*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet		
AREA (ac)	CN	DESCRIPTION
0.18	98.00	Impervious
0.14	74.00	Open Space
0.32	87.50	Weighted CN Method Employed



Hydrograph Report

Hydrology Studio v 3.0.0.40

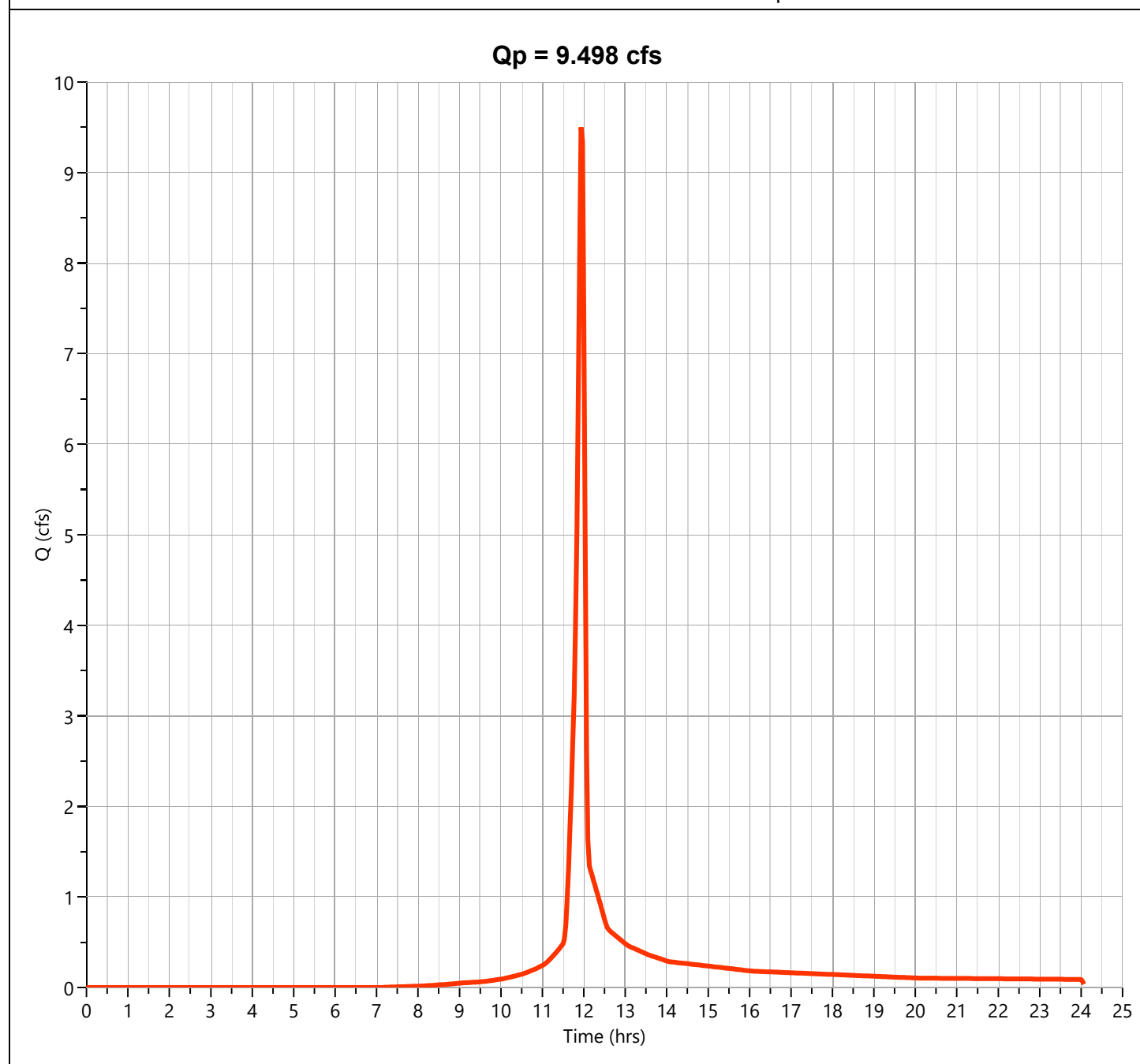
File: 25-152 Hydrology Studio.hys

12-23-2025

DA17 - Lot

Hyd. No. 17

Hydrograph Type	= NRCS Runoff	Peak Flow	= 9.498 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 19,334 cuft
Drainage Area	= 1.37 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

Hydrology Studio v 3.0.0.40

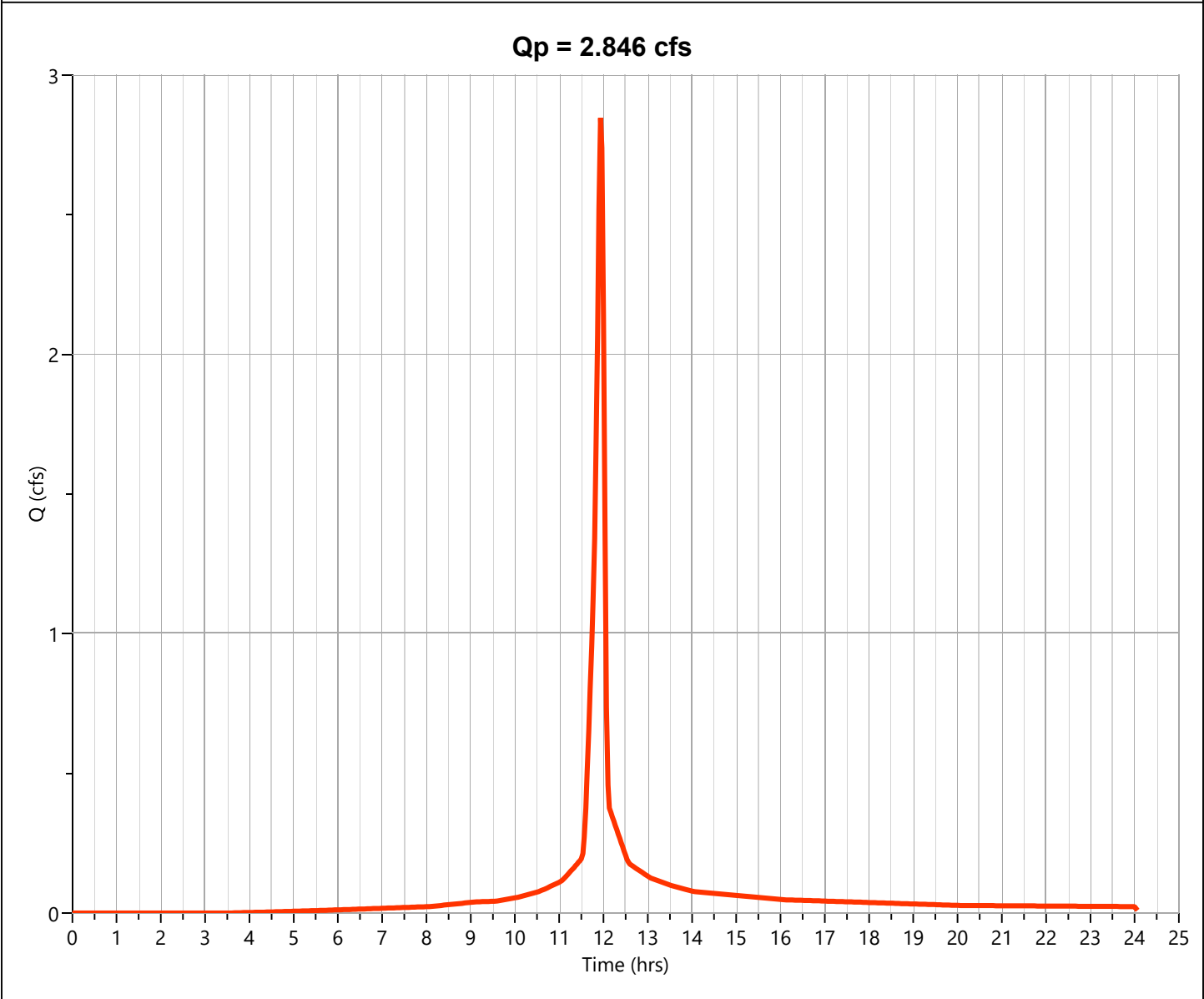
File: 25-152 Hydrology Studio.hys
12-23-2025

Post DA 18

Hyd. No. 18

Hydrograph Type	= NRCS Runoff	Peak Flow	= 2.846 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 6,156 cuft
Drainage Area	= 0.32 ac	Curve Number	= 87.50*
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet		
AREA (ac)	CN	DESCRIPTION
0.18	98.00	Impervious
0.14	74.00	Open Space
0.32	87.50	Weighted CN Method Employed



Hydrograph Report

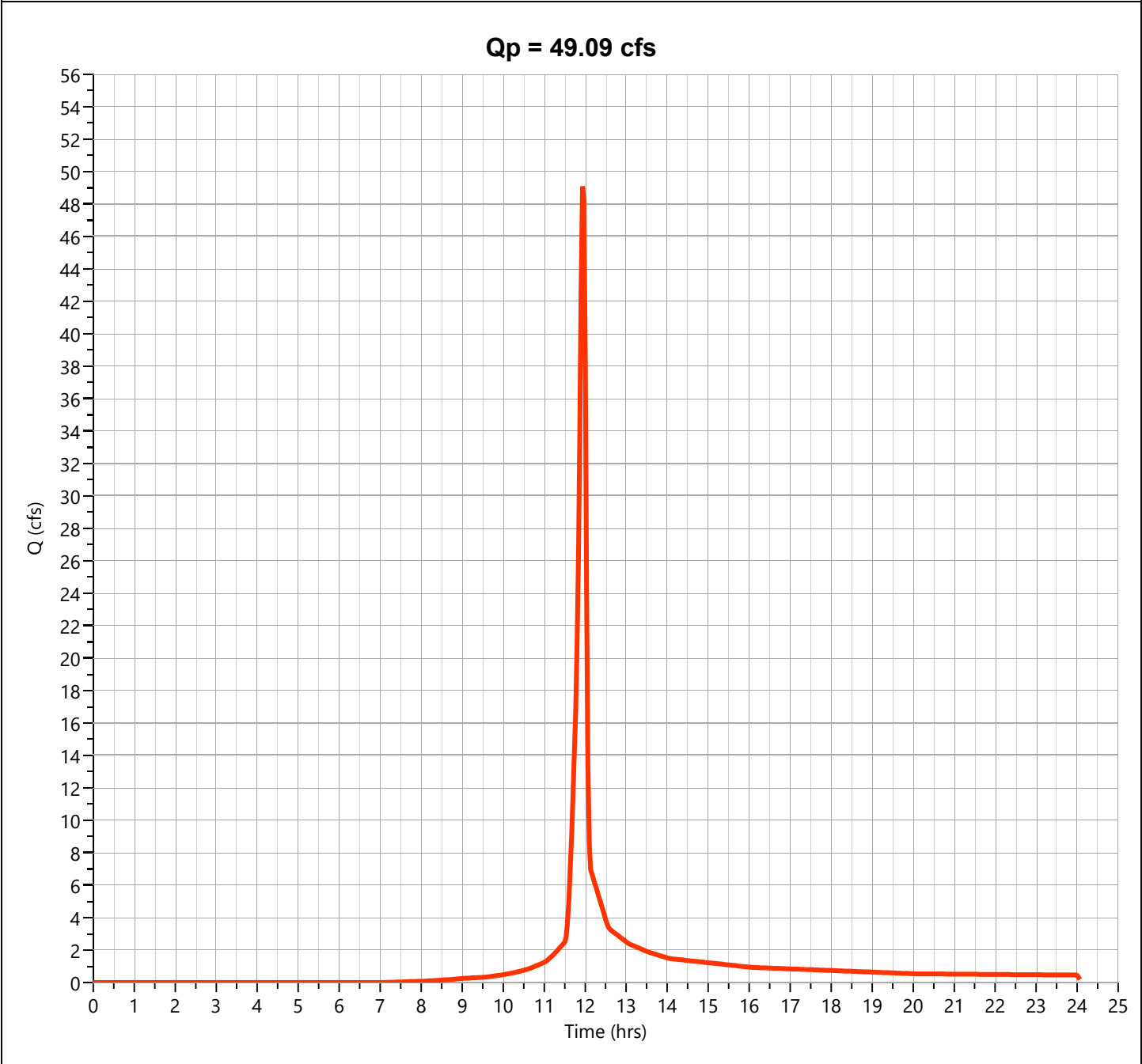
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

DA 18 - Lot

Hyd. No. 19

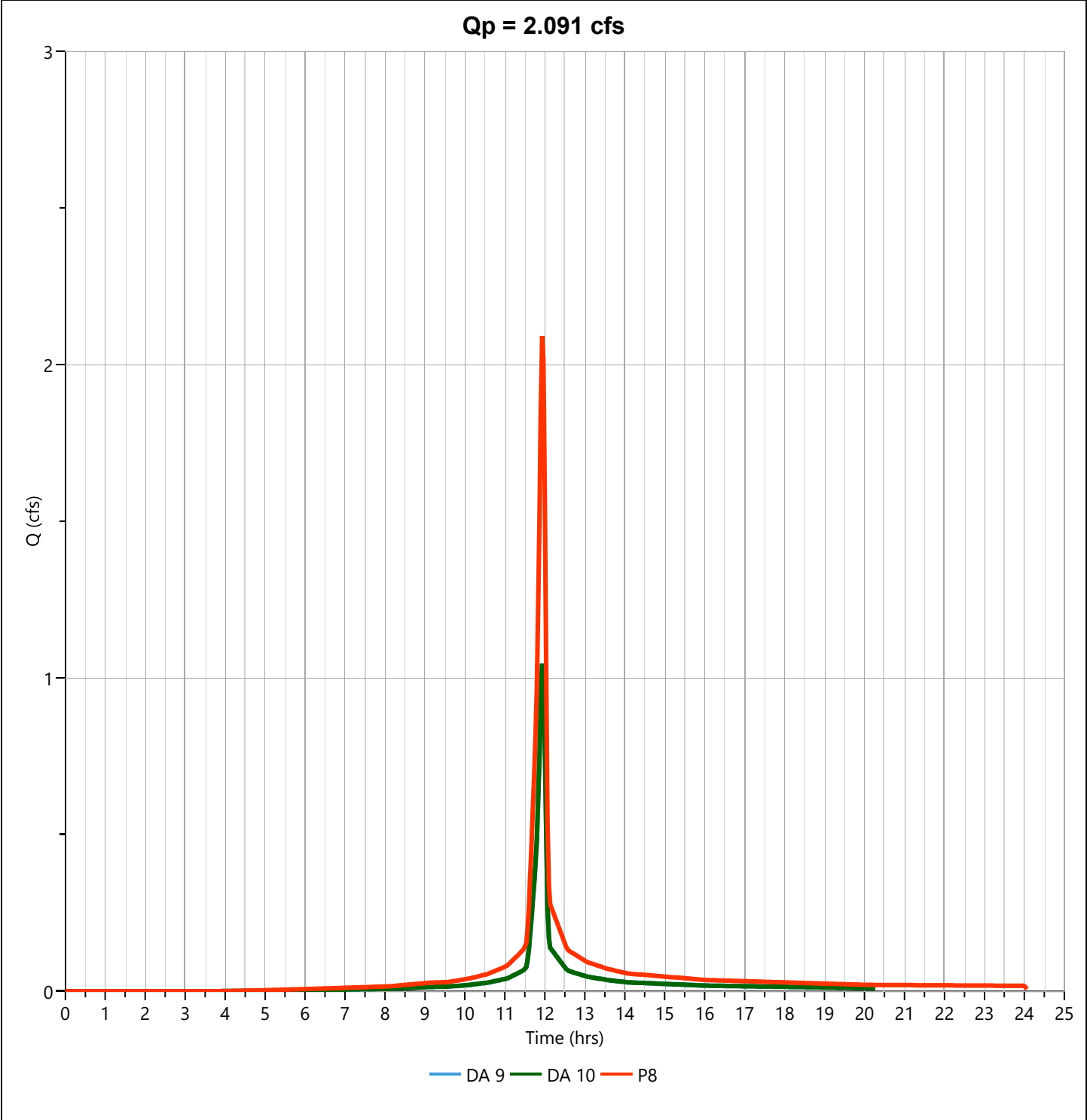
Hydrograph Type	= NRCS Runoff	Peak Flow	= 49.09 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 99,915 cuft
Drainage Area	= 7.08 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



P8

Hyd. No. 20

Hydrograph Type	= Junction	Peak Flow	= 2.091 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 4,477 cuft
Inflow Hydrographs	= 12, 13	Total Contrib. Area	= 0.24 ac



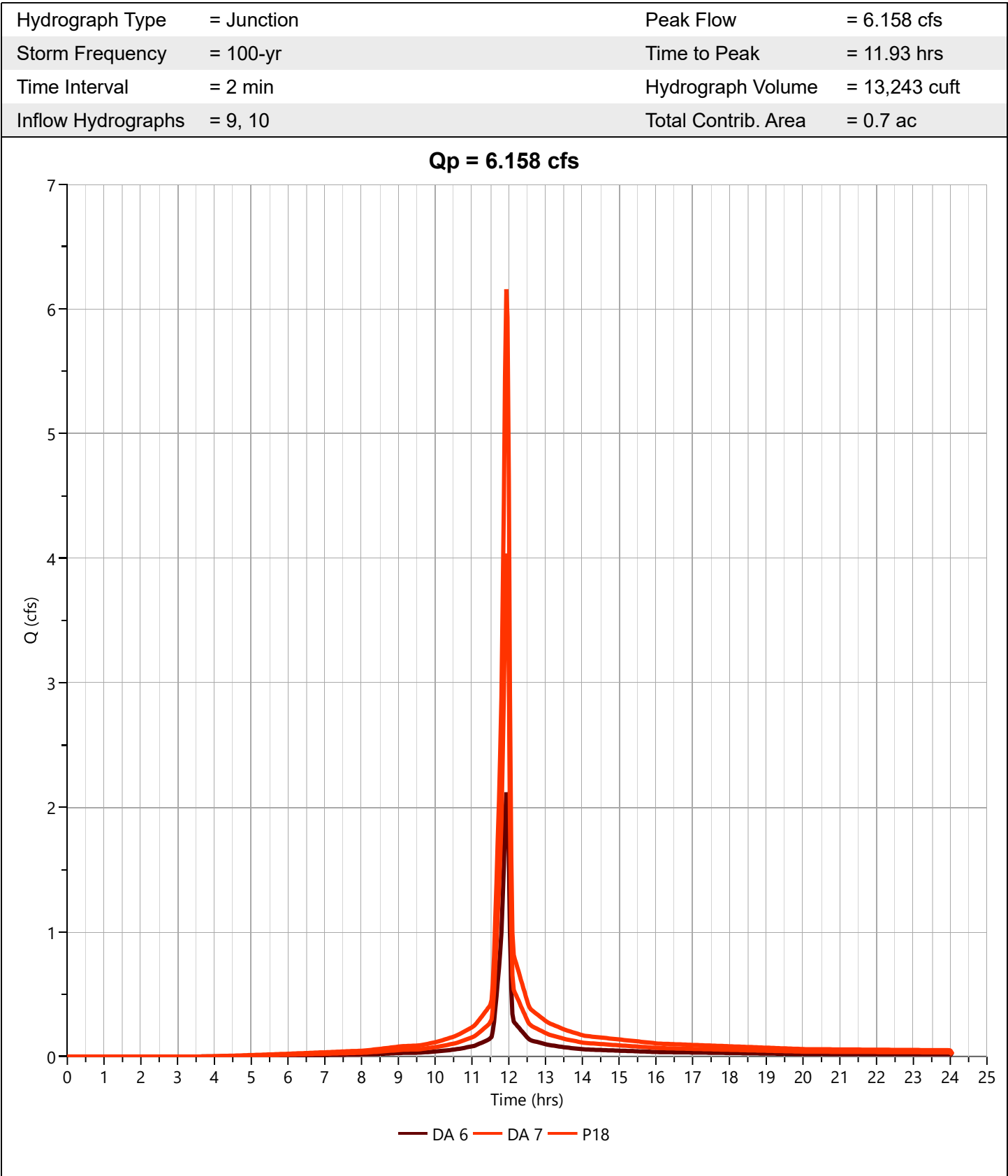
Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

P18

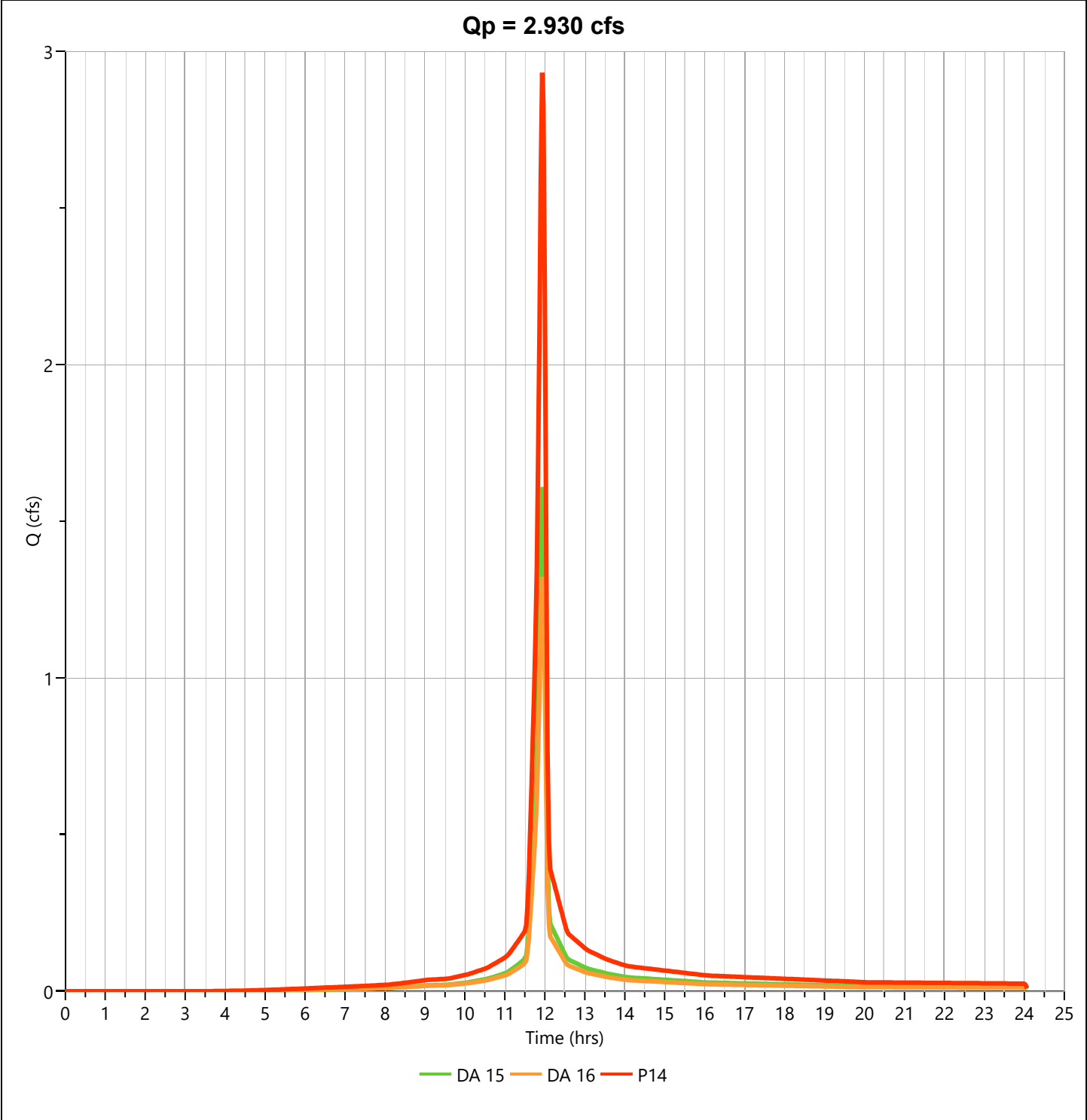
Hyd. No. 21



P14

Hyd. No. 22

Hydrograph Type	= Junction	Peak Flow	= 2.930 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 6,250 cuft
Inflow Hydrographs	= 14, 15	Total Contrib. Area	= 0.34 ac



Hydrograph Report

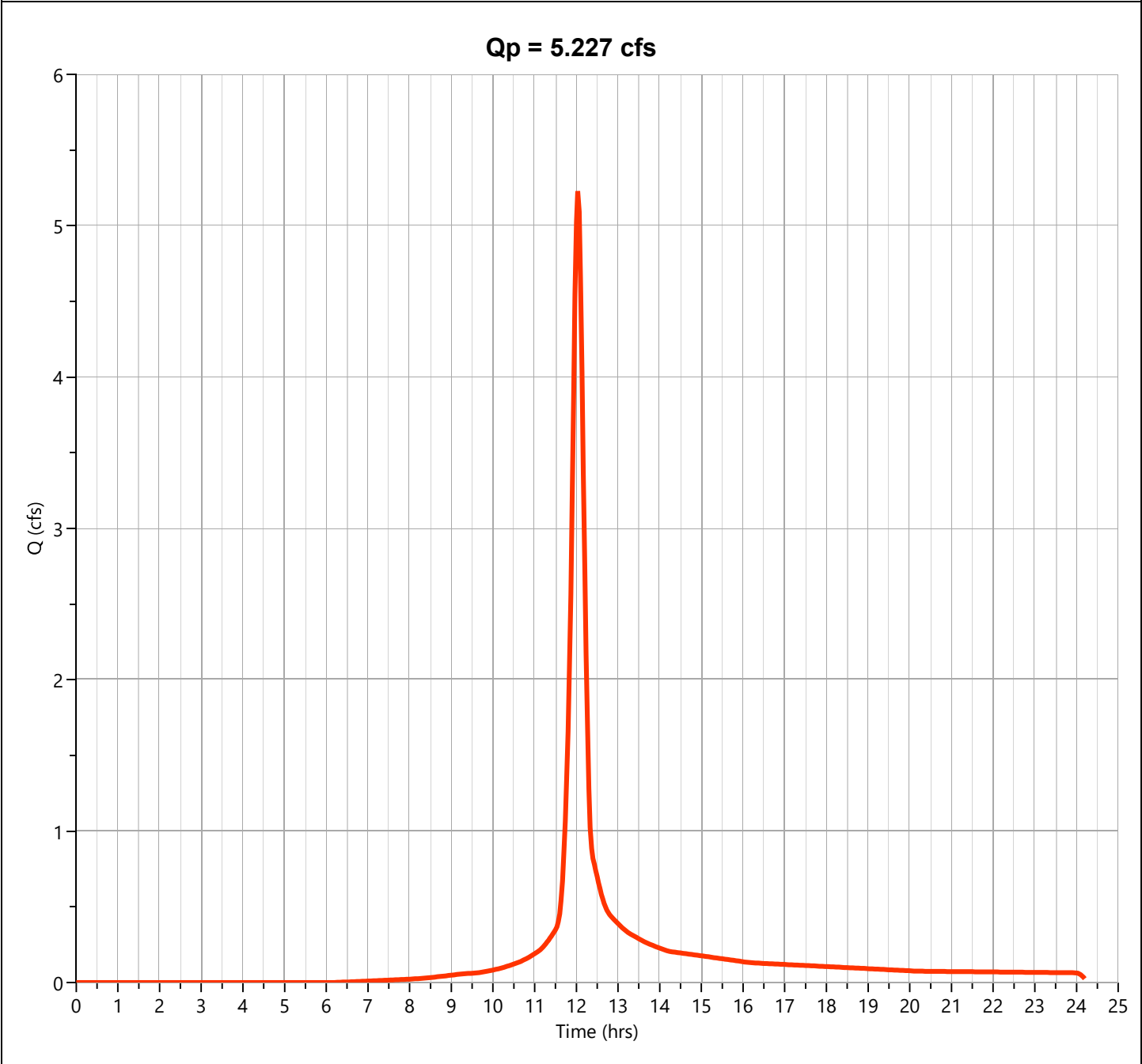
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

88th ROW

Hyd. No. 23

Hydrograph Type	= NRCS Runoff	Peak Flow	= 5.227 cfs
Storm Frequency	= 100-yr	Time to Peak	= 12.03 hrs
Time Interval	= 2 min	Runoff Volume	= 14,763 cuft
Drainage Area	= 0.91 ac	Curve Number	= 78.00
Tc Method	= User	Time of Conc. (Tc)	= 15.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



Hydrograph Report

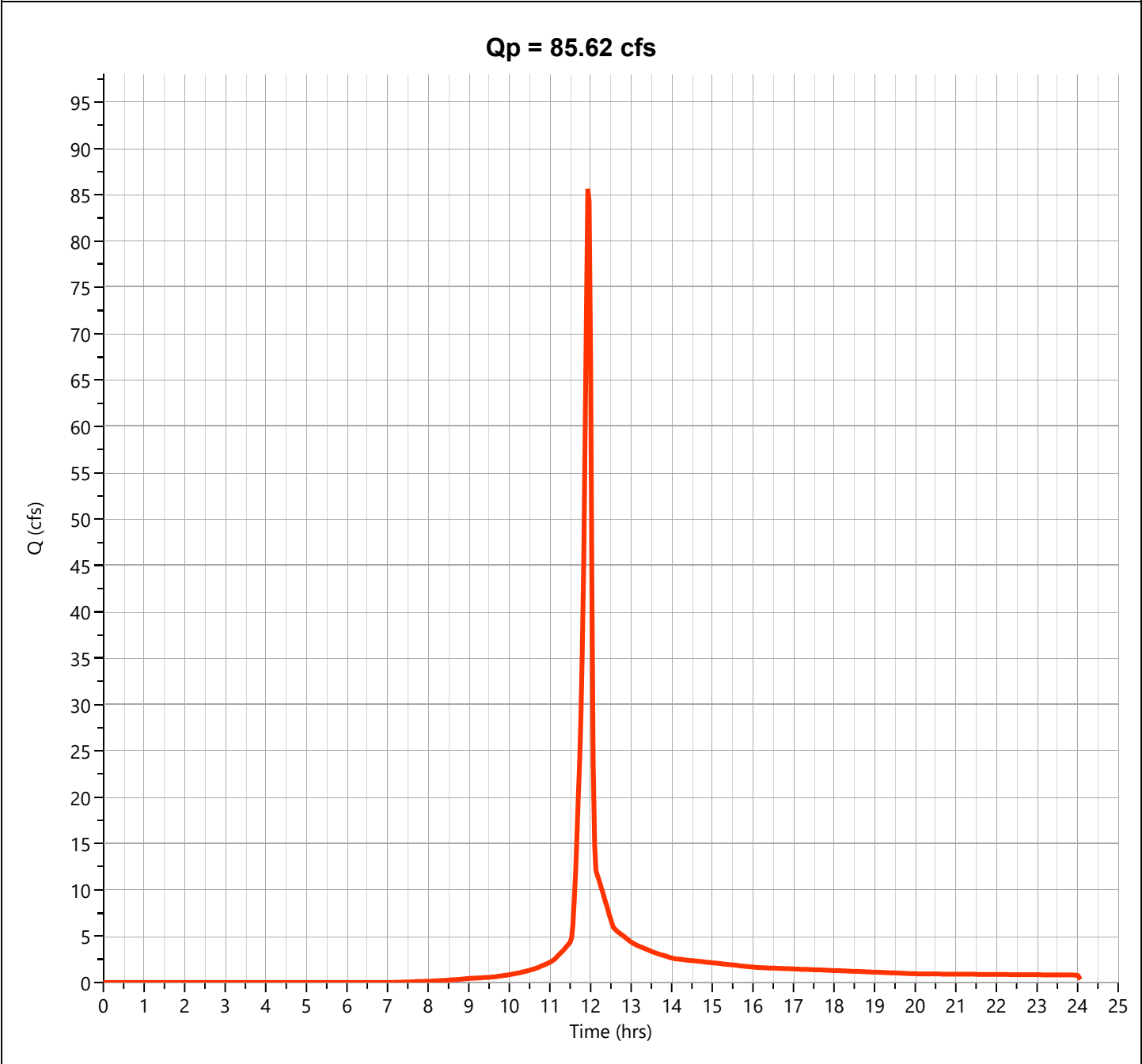
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12-23-2025

OFF1

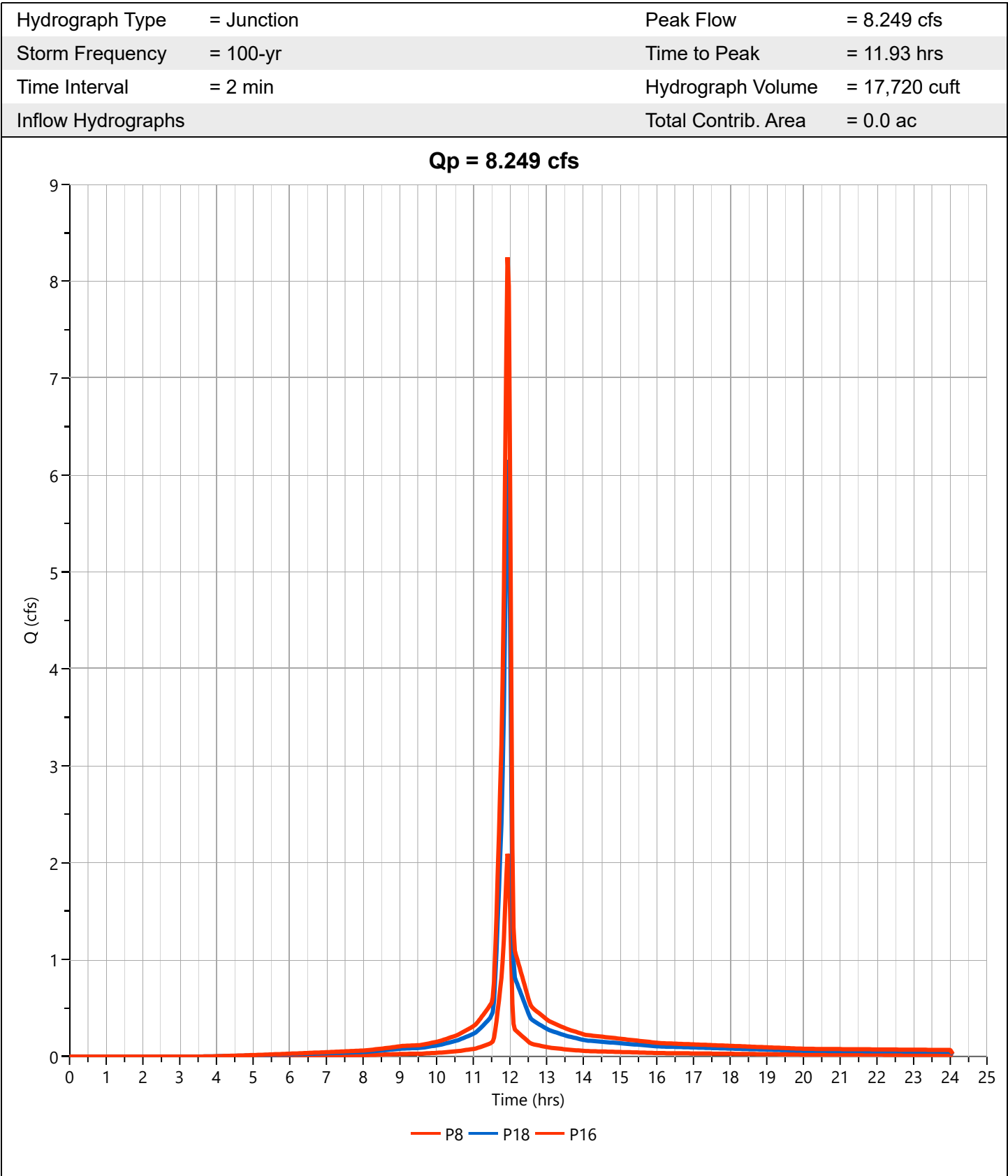
Hyd. No. 24

Hydrograph Type	= NRCS Runoff	Peak Flow	= 85.62 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Runoff Volume	= 174,287 cuft
Drainage Area	= 12.35 ac	Curve Number	= 74.00
Tc Method	= User	Time of Conc. (Tc)	= 5.0 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484



P16

Hyd. No. 25



Hydrograph Report

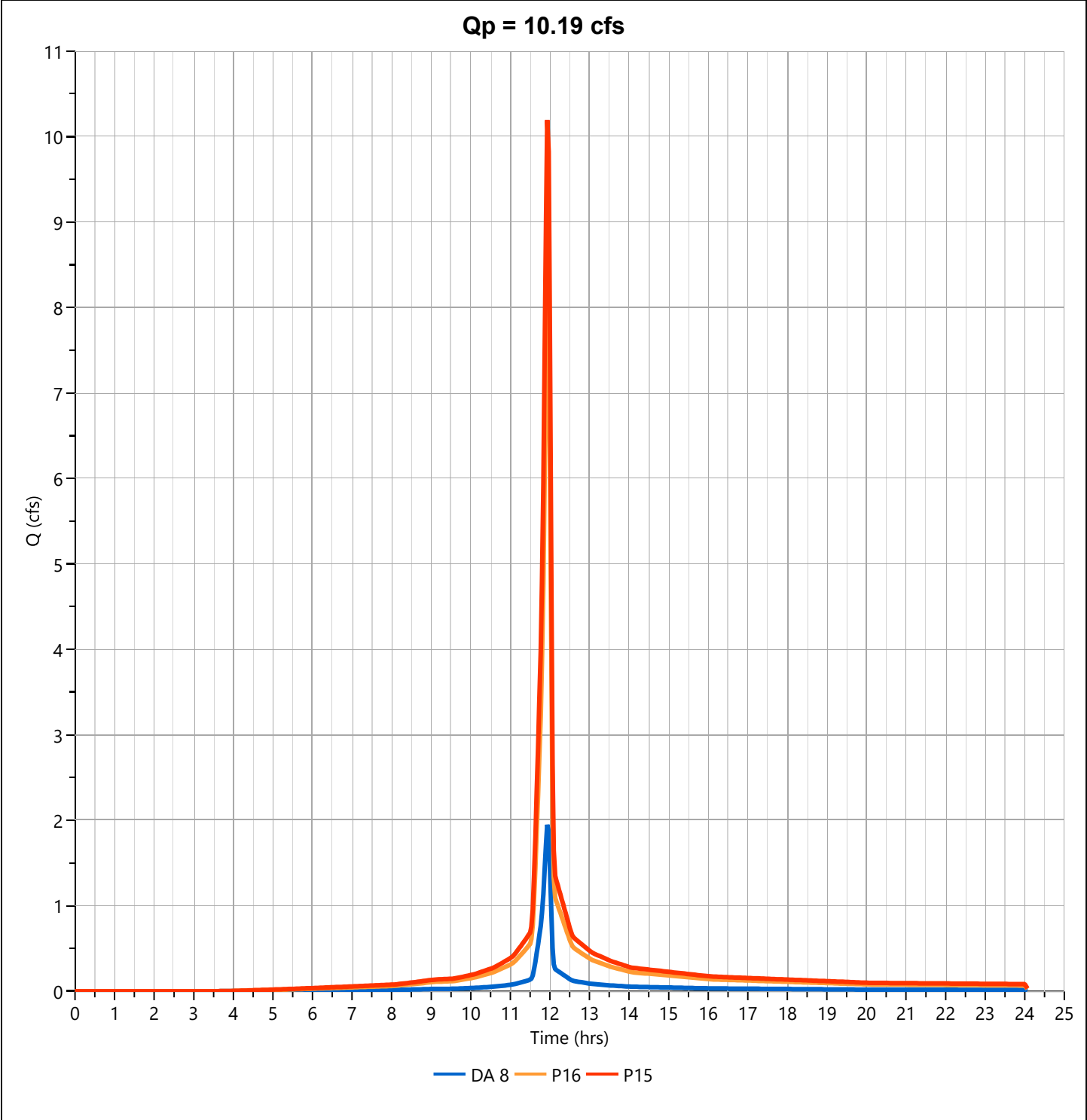
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File: 25-152 Hydrology Studio.hys
12-23-2025

P15

Hyd. No. 26

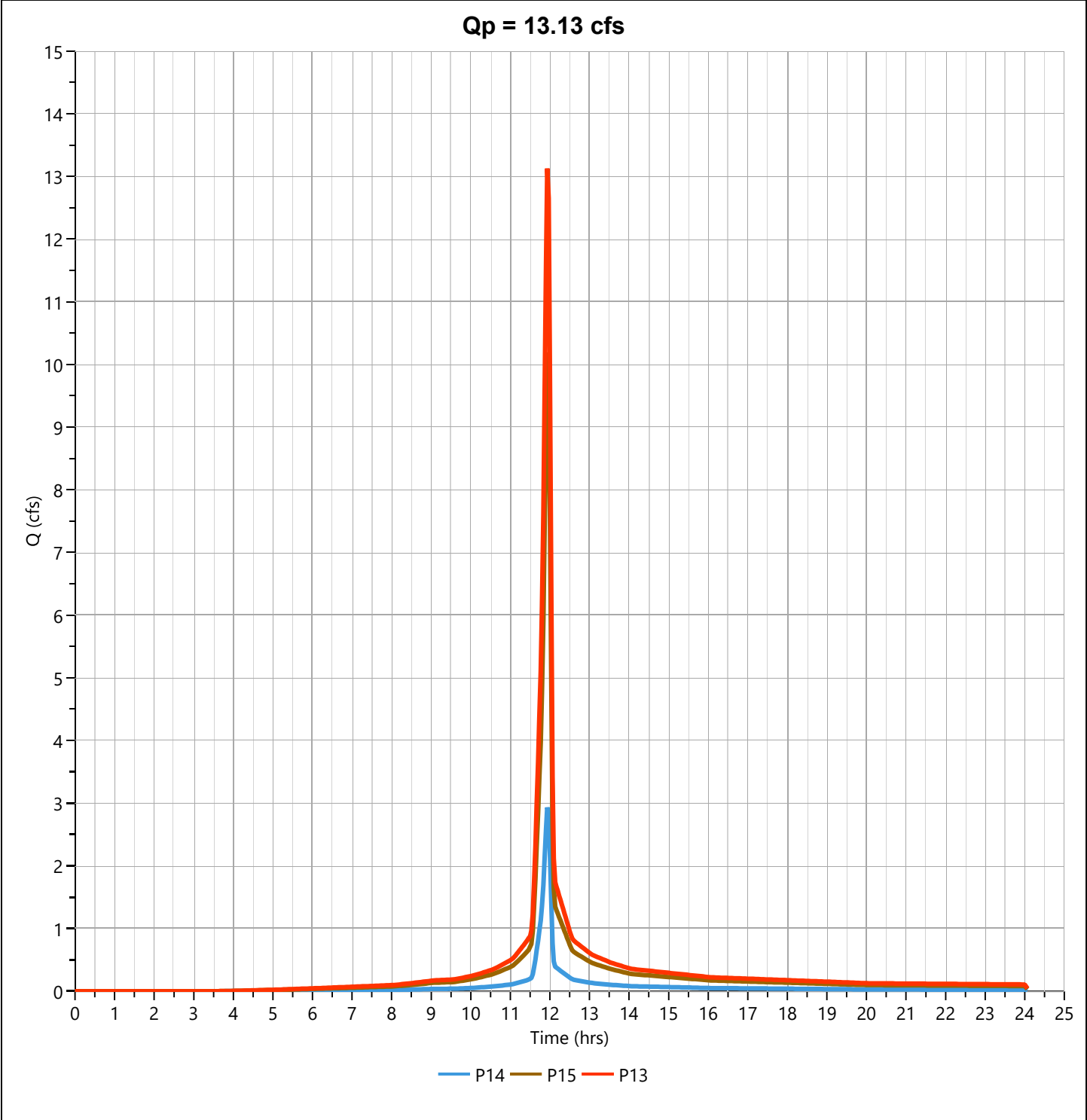
Hydrograph Type	= Junction	Peak Flow	= 10.19 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 21,917 cuft
Inflow Hydrographs	= 11	Total Contrib. Area	= 0.22 ac



P13

Hyd. No. 27

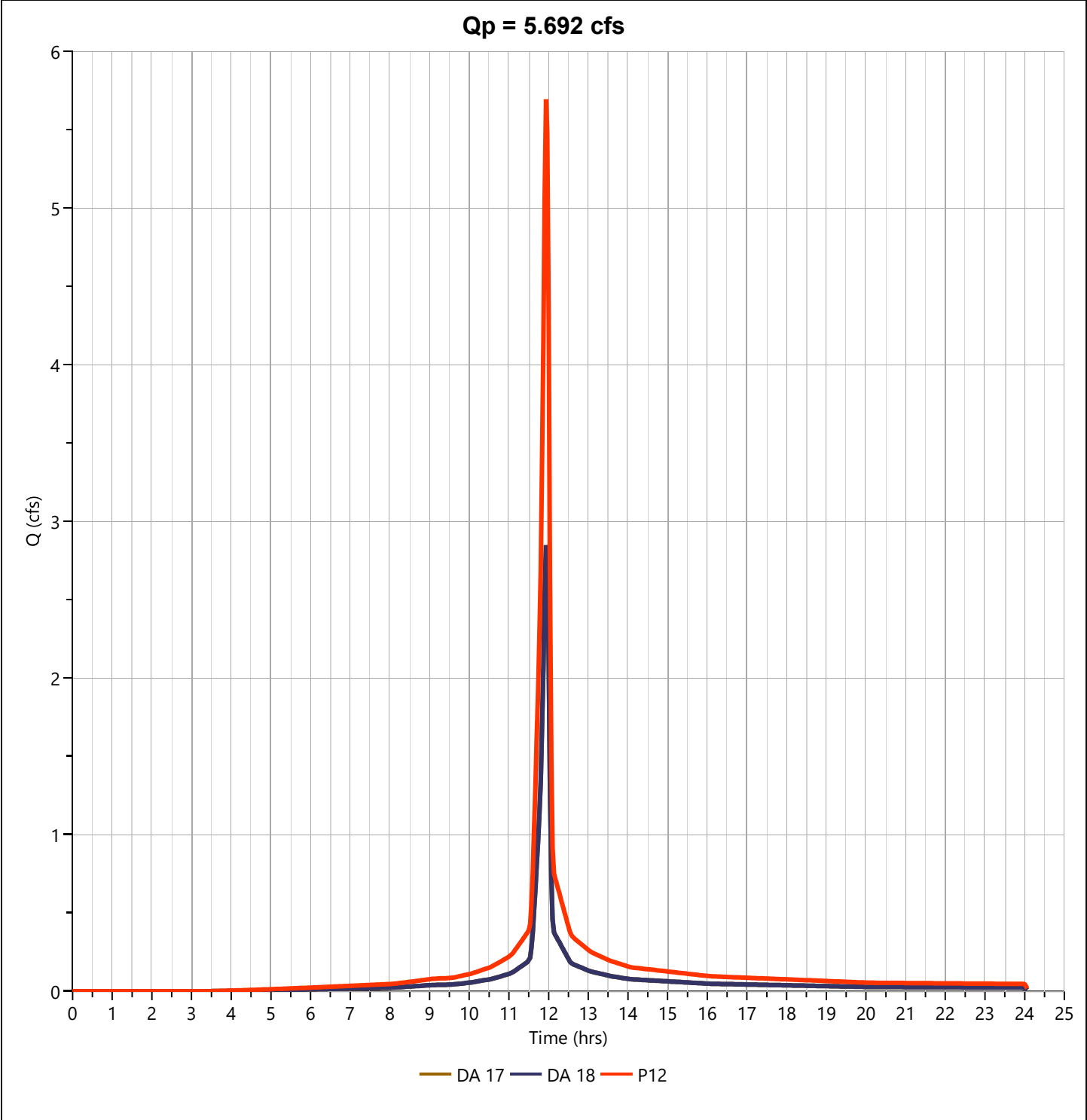
Hydrograph Type	= Junction	Peak Flow	= 13.13 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 28,167 cuft
Inflow Hydrographs		Total Contrib. Area	= 0.0 ac



P12

Hyd. No. 28

Hydrograph Type	= Junction	Peak Flow	= 5.692 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 12,312 cuft
Inflow Hydrographs	= 16, 18	Total Contrib. Area	= 0.64 ac



Hydrograph Report

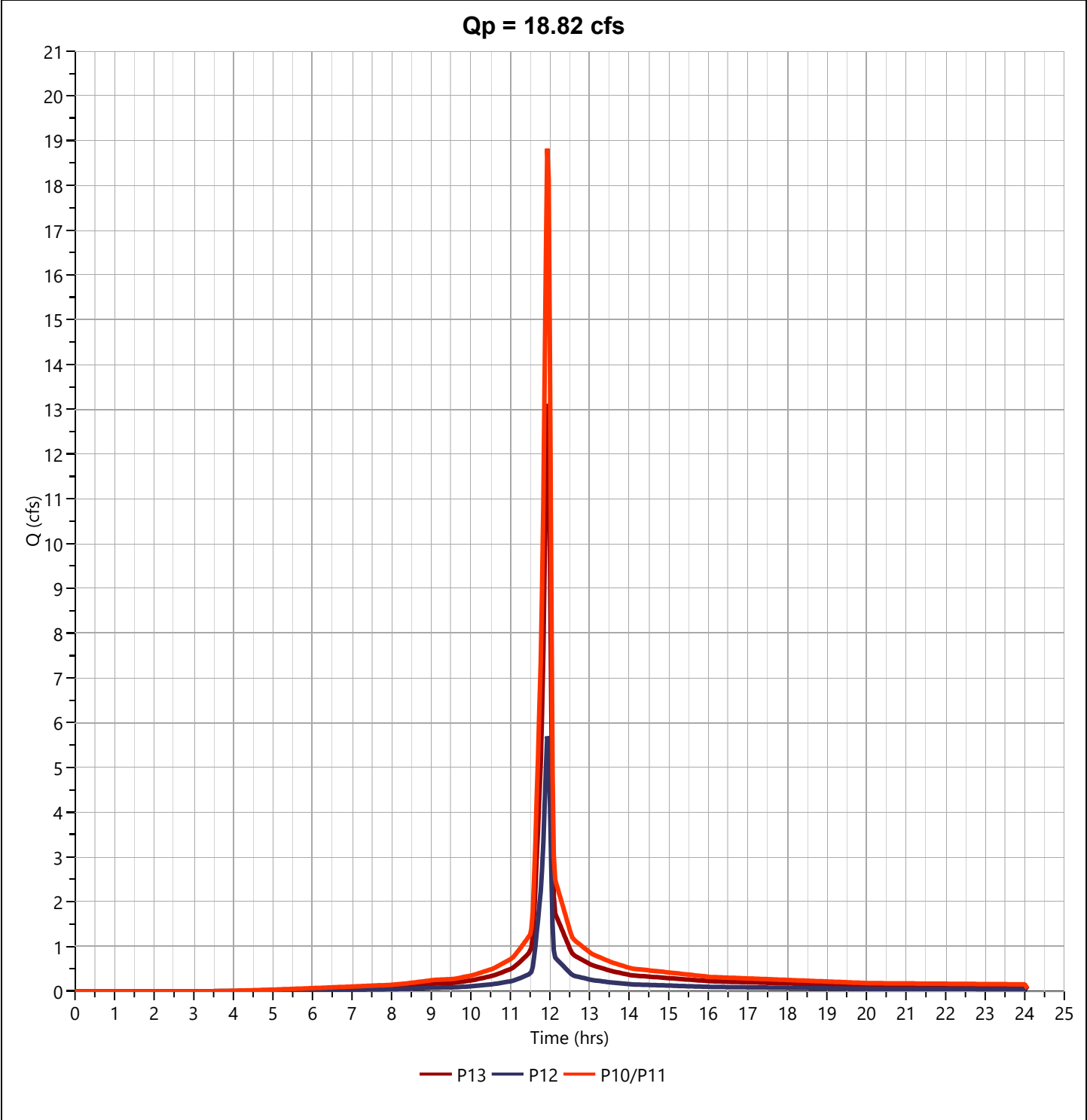
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

P10/P11

Hyd. No. 29

Hydrograph Type	= Junction	Peak Flow	= 18.82 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.93 hrs
Time Interval	= 2 min	Hydrograph Volume	= 40,478 cuft
Inflow Hydrographs		Total Contrib. Area	= 0.0 ac



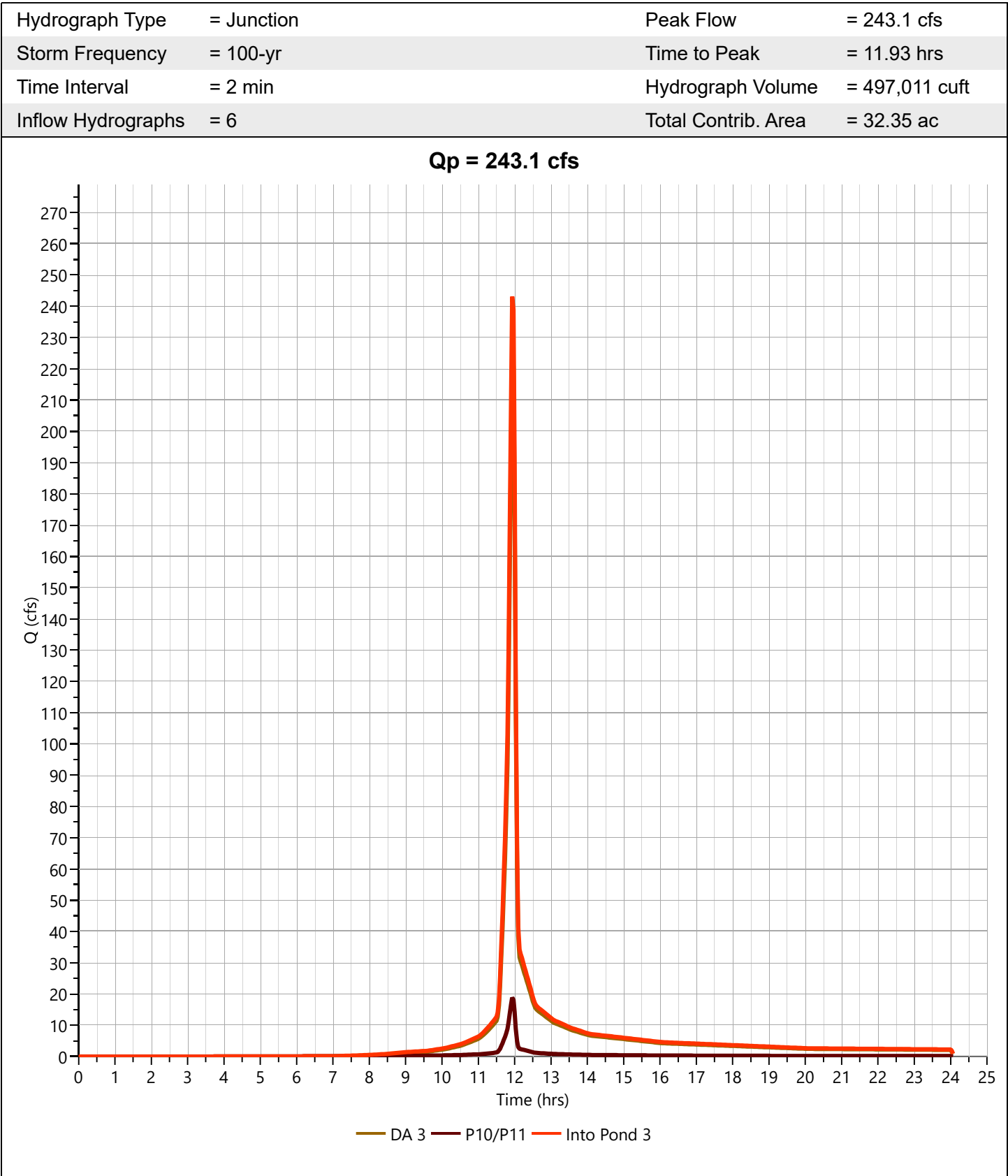
Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Into Pond 3

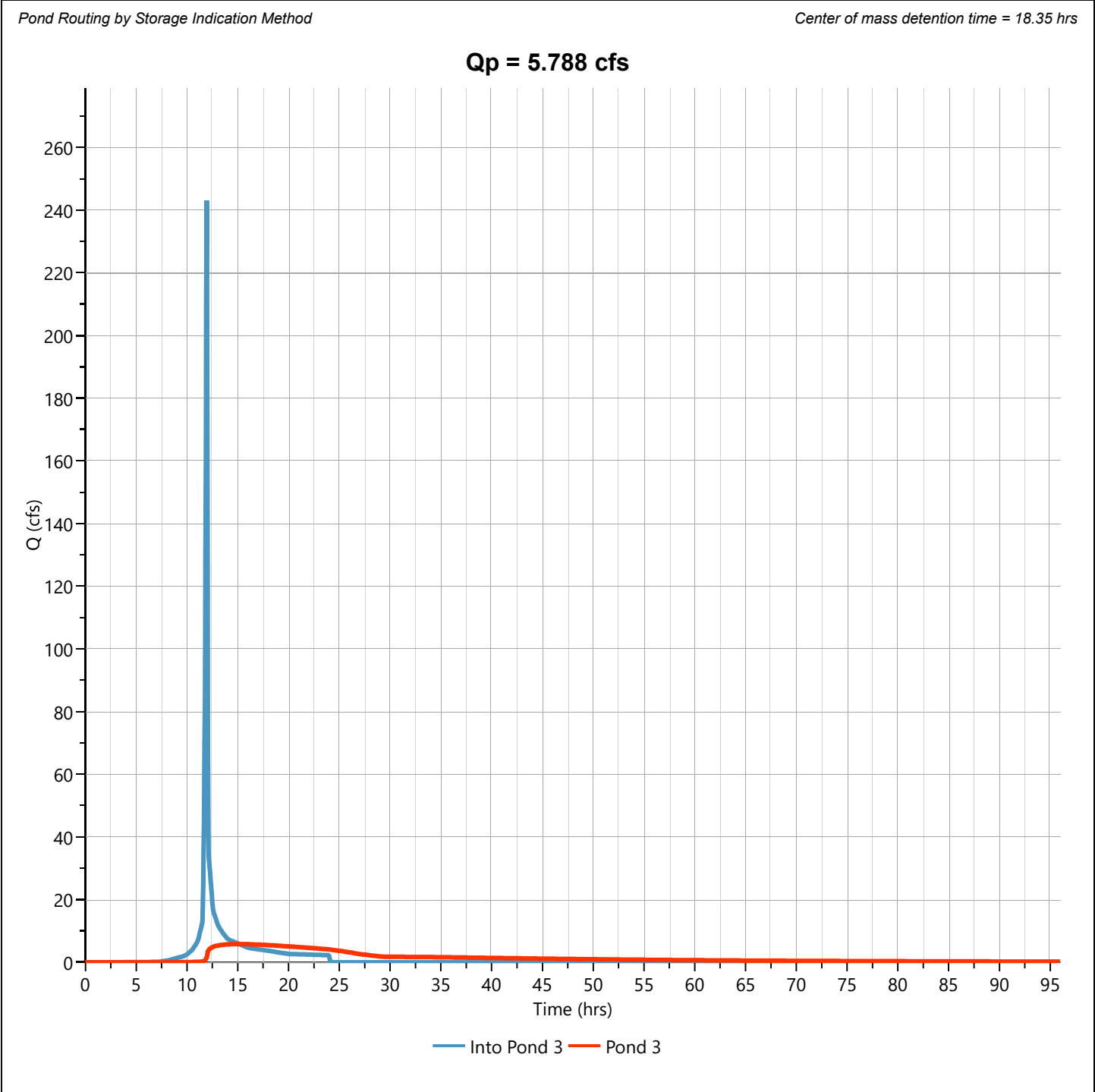
Hyd. No. 30



Pond 3

Hyd. No. 31

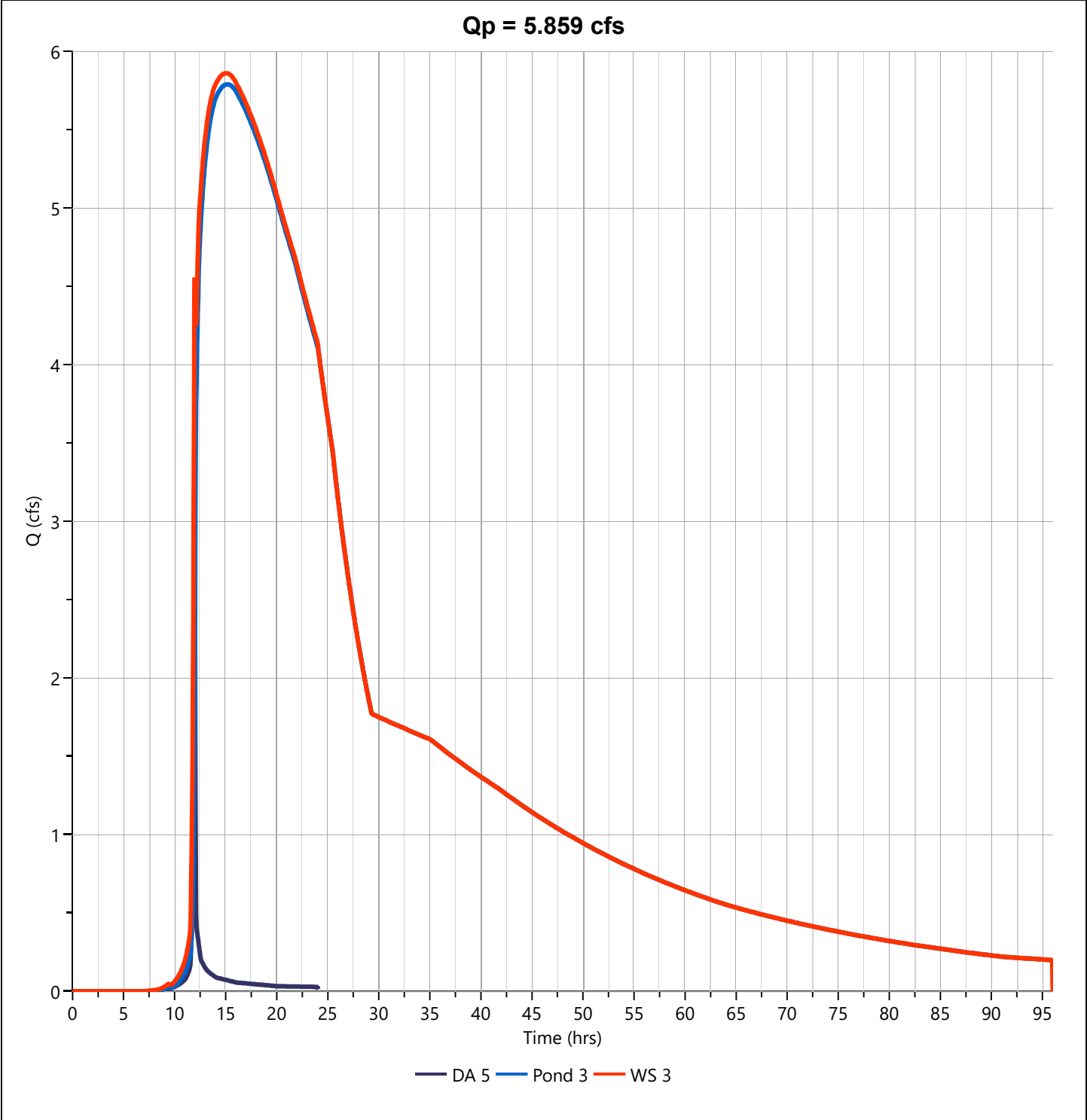
Hydrograph Type	= Pond Route	Peak Flow	= 5.788 cfs
Storm Frequency	= 100-yr	Time to Peak	= 15.17 hrs
Time Interval	= 2 min	Hydrograph Volume	= 457,510 cuft
Inflow Hydrograph	= 30 - Into Pond 3	Max. Elevation	= 958.82 ft
Pond Name	= Pond 3	Max. Storage	= 330,452 cuft



Post WS 3

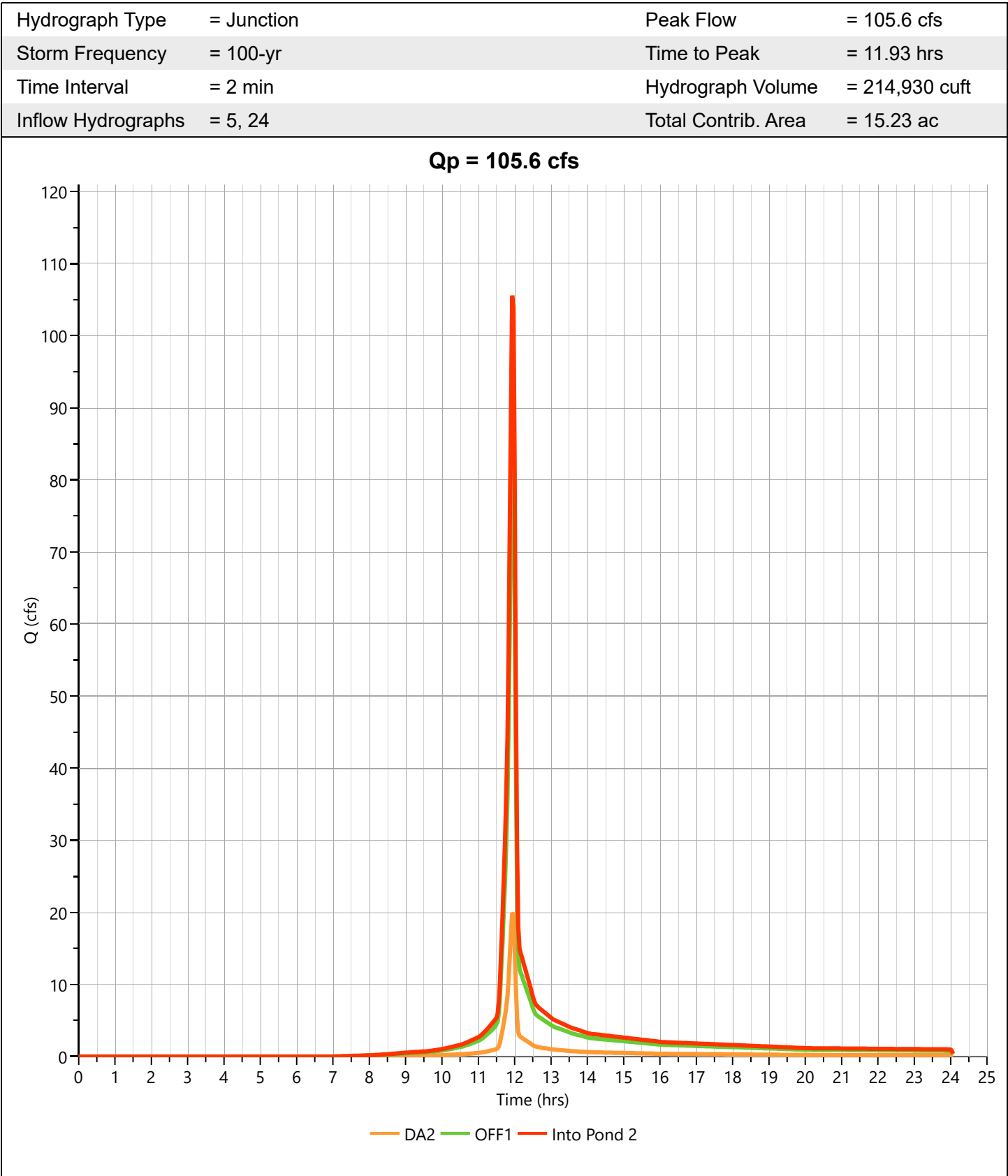
Hyd. No. 32

Hydrograph Type	= Junction	Peak Flow	= 5.859 cfs
Storm Frequency	= 100-yr	Time to Peak	= 15.03 hrs
Time Interval	= 2 min	Hydrograph Volume	= 463,437 cuft
Inflow Hydrographs	= 8	Total Contrib. Area	= 0.42 ac



Into Pond 2

Hyd. No. 33



Hydrograph Report

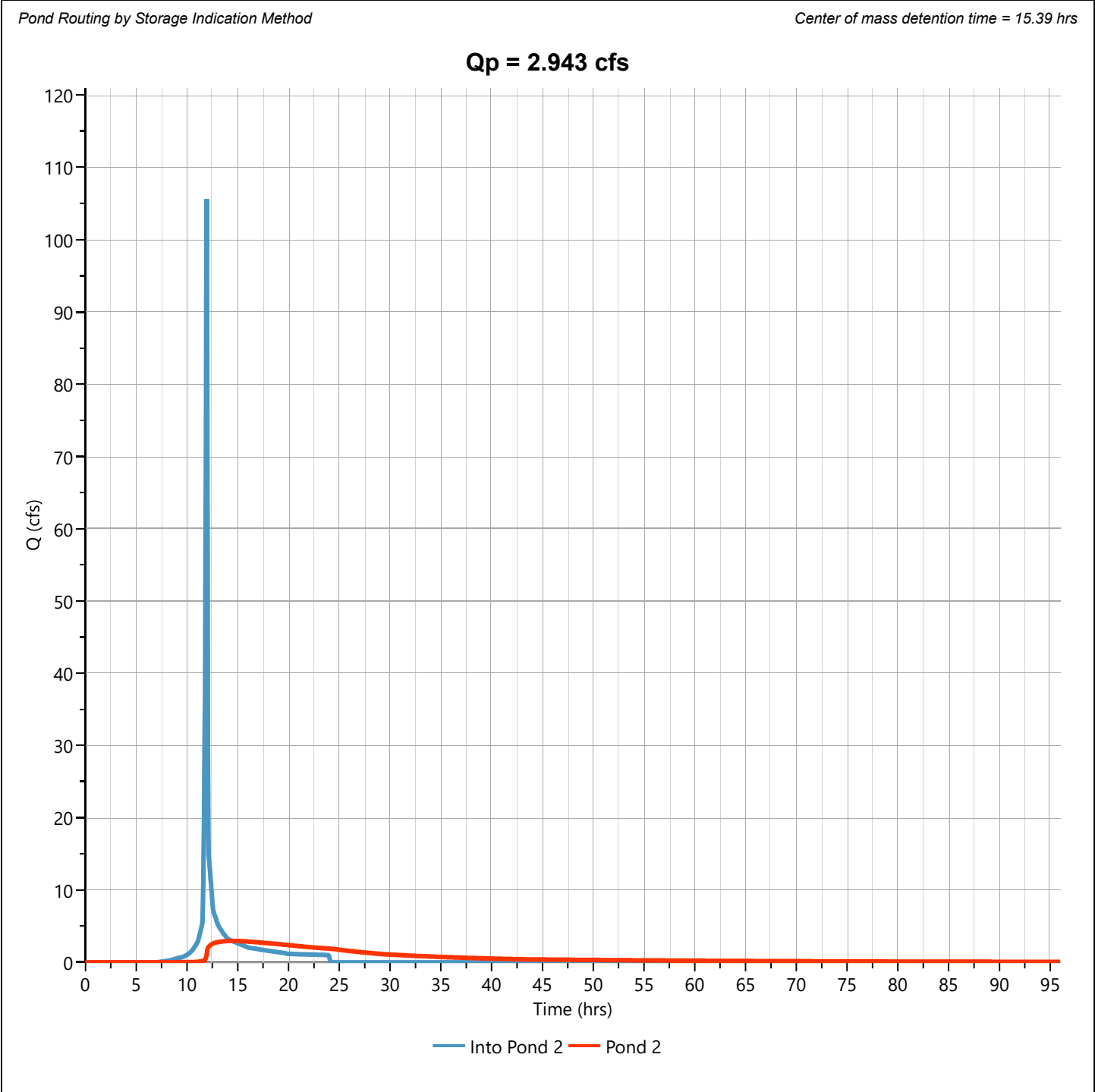
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Pond 2

Hyd. No. 34

Hydrograph Type	= Pond Route	Peak Flow	= 2.943 cfs
Storm Frequency	= 100-yr	Time to Peak	= 14.47 hrs
Time Interval	= 2 min	Hydrograph Volume	= 205,745 cuft
Inflow Hydrograph	= 33 - Into Pond 2	Max. Elevation	= 966.26 ft
Pond Name	= Pond 2	Max. Storage	= 137,185 cuft



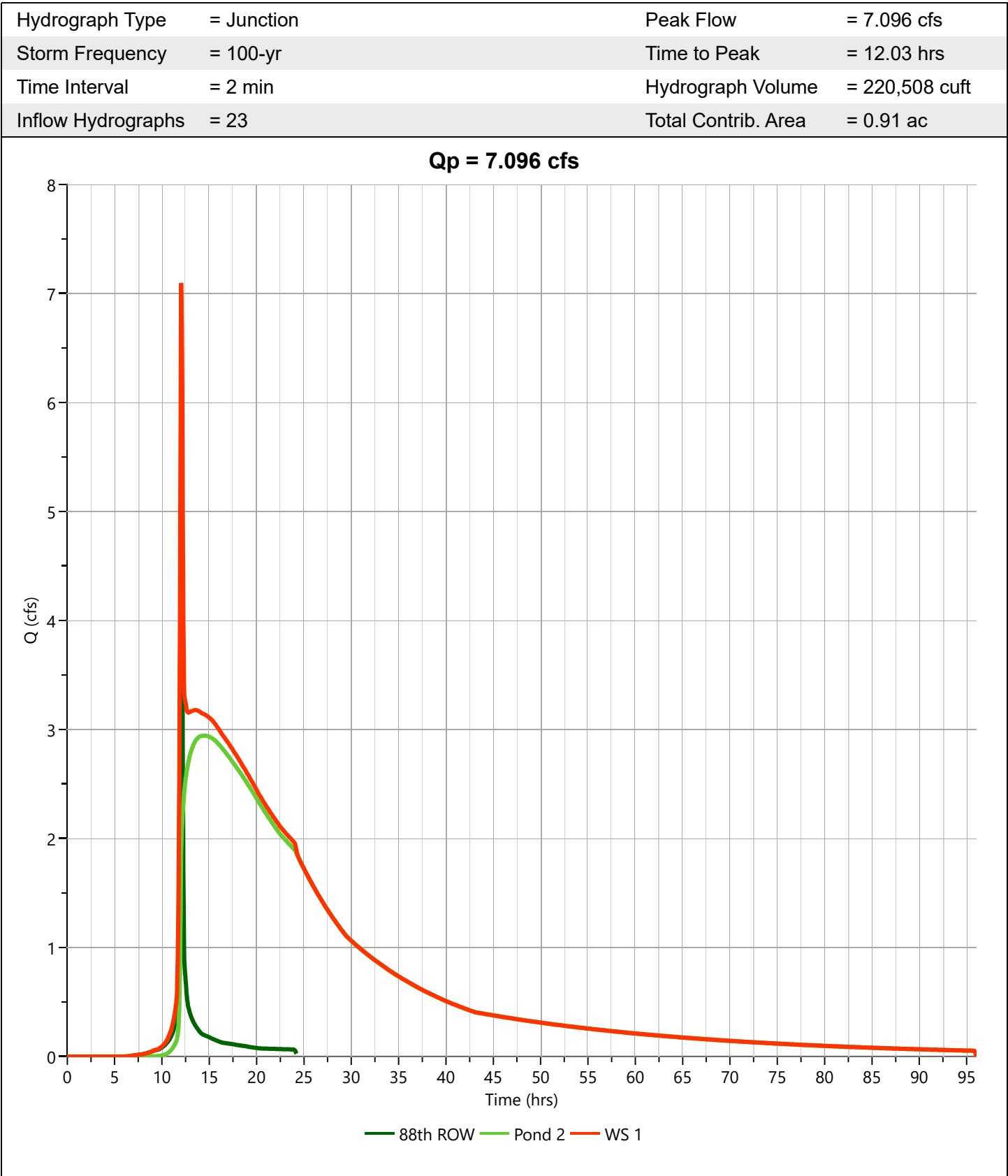
Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post WS 1

Hyd. No. 35



Hydrograph Report

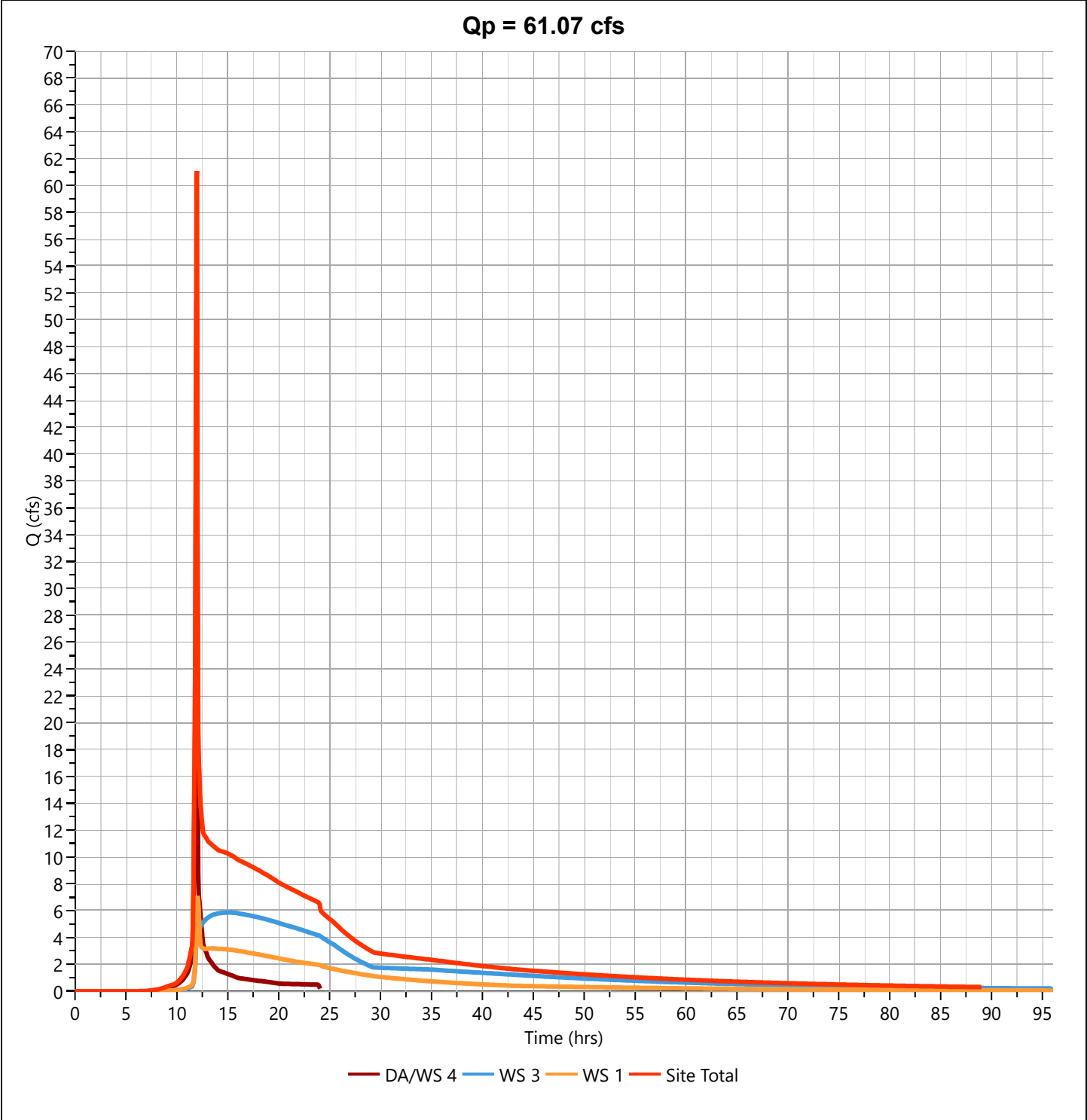
Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys
12-23-2025

Post Site Total

Hyd. No. 36

Hydrograph Type	= Junction	Peak Flow	= 61.07 cfs
Storm Frequency	= 100-yr	Time to Peak	= 11.97 hrs
Time Interval	= 2 min	Hydrograph Volume	= 788,657 cuft
Inflow Hydrographs	= 7	Total Contrib. Area	= 7.42 ac



Hydrograph Report

Hydrology Studio v 3.0.0.40

File: 25-152 Hydrology Studio.hys

12-23-2025

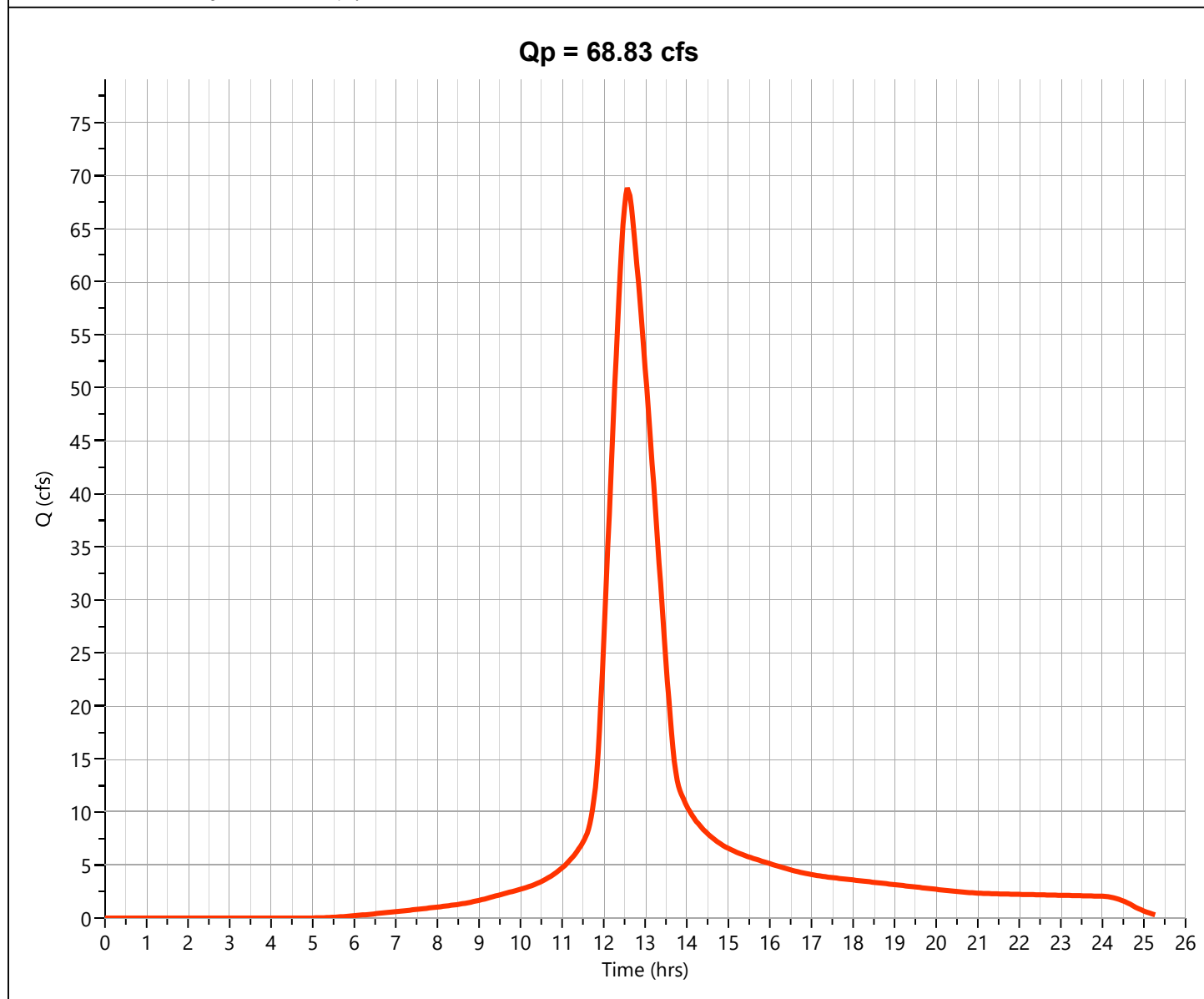
Pre Outlot Y

Hyd. No. 37

Hydrograph Type	= NRCS Runoff	Peak Flow	= 68.83 cfs
Storm Frequency	= 100-yr	Time to Peak	= 12.57 hrs
Time Interval	= 2 min	Runoff Volume	= 499,787 cuft
Drainage Area	= 26.49 ac	Curve Number	= 83.50*
Tc Method	= TR55 (See Worksheet)	Time of Conc. (Tc)	= 70.33 min
Total Rainfall	= 7.12 in	Design Storm	= Type II
Storm Duration	= 24 hrs	Shape Factor	= 484

* Composite CN Worksheet

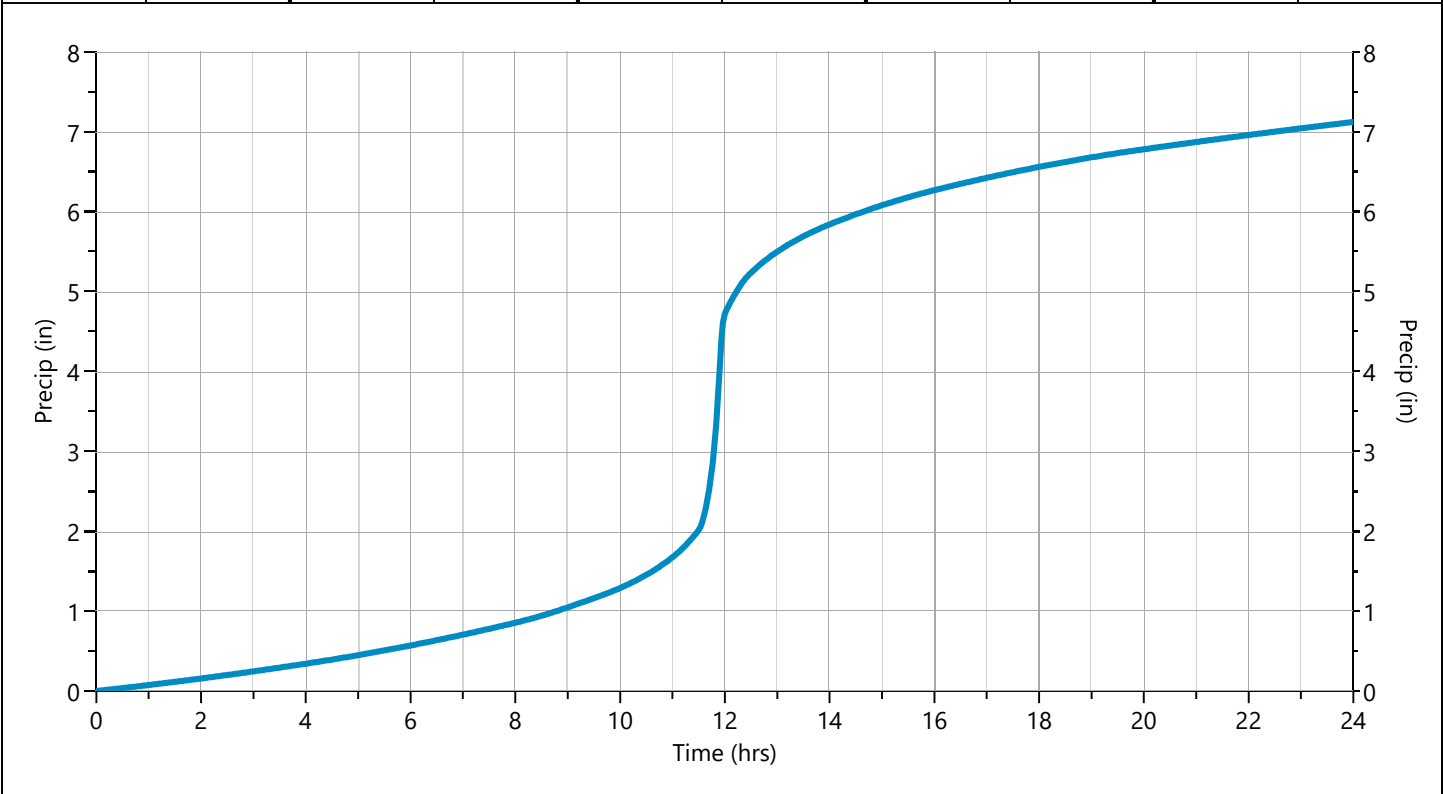
AREA (ac)	CN	DESCRIPTION
13.25	78.00	Row Crop HSG B
13.24	89.00	Row Crop HSG D
26.49	83.50	Weighted CN Method Employed



Storm Distribution: NRCS/SCS - Type II, 24-hr

Storm Duration	Total Rainfall Volume (in)							
	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	✓ 100-yr
24 hrs	2.67	3.08	1.25	3.81	4.46	5.44	6.26	7.12

Incremental Rainfall Distribution, 100-yr									
Time (hrs)	Precip (in)	Time (hrs)	Precip (in)	Time (hrs)	Precip (in)	Time (hrs)	Precip (in)	Time (hrs)	Precip (in)
10.90	0.015980	11.27	0.022784	11.63	0.094048	12.00	0.106997	12.37	0.028765
10.93	0.016297	11.30	0.023543	11.67	0.112781	12.03	0.047599	12.40	0.026961
10.97	0.016613	11.33	0.024303	11.70	0.131514	12.07	0.044998	12.43	0.025157
11.00	0.016930	11.37	0.025062	11.73	0.150248	12.10	0.043195	12.47	0.023354
11.03	0.017466	11.40	0.025822	11.77	0.172459	12.13	0.041391	12.50	0.021550
11.07	0.018227	11.43	0.026581	11.80	0.221079	12.17	0.039587	12.53	0.020444
11.10	0.018987	11.47	0.027341	11.83	0.273187	12.20	0.037784	12.57	0.020031
11.13	0.019746	11.50	0.028100	11.87	0.325295	12.23	0.035980	12.60	0.019620
11.17	0.020506	11.53	0.037900	11.90	0.377402	12.27	0.034176	12.63	0.019208
11.20	0.021265	11.57	0.056580	11.93	0.344413	12.30	0.032372	12.67	0.018797
11.23	0.022025	11.60	0.075314	11.97	0.225585	12.33	0.030569	12.70	0.018385



Appendix C – Storm Sewer Design Table

Date: 12/23/2025																		Page		1	
Project: Bondurant Industrail Park Plat 2																					
Project #: 25-152																					
COLUMN																					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		19	20	
	Upstream Structure	Downstream Structure	Pipe		Upstream	Downstream m			Roughness Coefficient	Catchment Name	Catchment Peak Flow	Upstream Pipe 1	Upstream Pipe 2	Upstream Pipe 3	Upstream Pipe Flow	Design Flow	Pipe Full Flow			Travel Time in Pipe Run	
Pipe Run	From	To	Diameter	Length	Invert	Invert	Slope	Material	n	Name	Q ₁₀₀	Name	Name	Name	Q	Q	Capacity	Extra	Velocity	Time	
			(in)	(ft)	(ft)	(ft)	(%)				(cfs)	(select)	(select)	(select)	cfs	(cfs)	(cfs)		(ft/s)	(min)	
P2	FES P1.1	FES P3	36	56.00	965.40	965.34	0.1%	RCP	0.013	Pond 2	2.943				0	2.94	21.83		3.09	18.13	
P9	STM 3.2	STM 4.3	24	276.00	962.07	960.69	0.5%	RCP	0.013	DA 9	1.046				0	1.05	16.00	14.95	5.09	54.20	
P10	STM 6.3	FES P3.1	42	167.00	957.30	957.00	0.2%	RCP	0.013	DA 18 + DA 16/18 Lot _{s-year} (17 + 16 + 15 + 8 + 7 + 6 + 9 + 10)	15.516	12	13		17.505	33.02	42.64	9.62	4.43	37.68	
P11	STM 6.1	STM 6.3	36	140.00	957.89	957.30	0.4%	RCP	0.013	DA 18 + DA 16/18 Lot _{s-year} (17 + 16 + 15 + 8 + 7 + 6 + 9 + 10)	15.516	12	13		17.505	33.02	42.71	9.69	6.04	23.17	
P12	STM 6.2	STM 6.1	18	30.00	958.48	958.39	0.3%	RCP	0.013	DA 17 + DA 15/17 Lot _{s-year}	5.425				0	5.43	5.75	0.33	3.26	9.21	
P13	STM 5.2	STM 6.1	30	250.00	958.74	957.99	0.3%	RCP	0.013	DA 16 + (15 + 8 + 7 + 6 + 9 + 10)	1.322	14	15		10.758	12.08	22.47	10.39	4.58	54.62	
P14	STM 5.1	STM 5.2	12	30.00	959.39	959.24	0.5%	RCP	0.013	DA 15	1.609				0	1.61	2.52	0.91	3.21	9.35	
P15	STM 4.4	STM 5.2	24	237.00	960.43	958.84	0.7%	RCP	0.013	DA 8 + (7 + 6 + 9 + 10)	1.946	16			7.203	9.15	18.53	9.38	5.90	40.18	
P16	STM 4.3	STM 4.4	24	30.00	960.69	960.53	0.5%	RCP	0.013	DA 7 + (6 + 9 + 10)	4.037	18	9		3.166	7.20	16.52	9.32	5.26	5.70	
P17	STM 4.2	STM 4.3	18	96.00	961.13	960.79	0.4%	RCP	0.013	DA 7 + (6)	4.037	18			2.12	6.16	6.25	0.09	3.54	27.14	
P18	STM 4.1	STM 4.2	12	30.00	961.43	961.23	0.7%	RCP	0.013	DA 6	2.12				0	2.12	2.91	0.79	3.70	8.10	
P19	FES P3.2	FES P3.3	15	21.00	957.00	956.94	0.3%	RCP	0.013	Pond 3	5.788				0	5.79	3.45		2.81	7.46	

Appendix D – Web Soil Survey Report



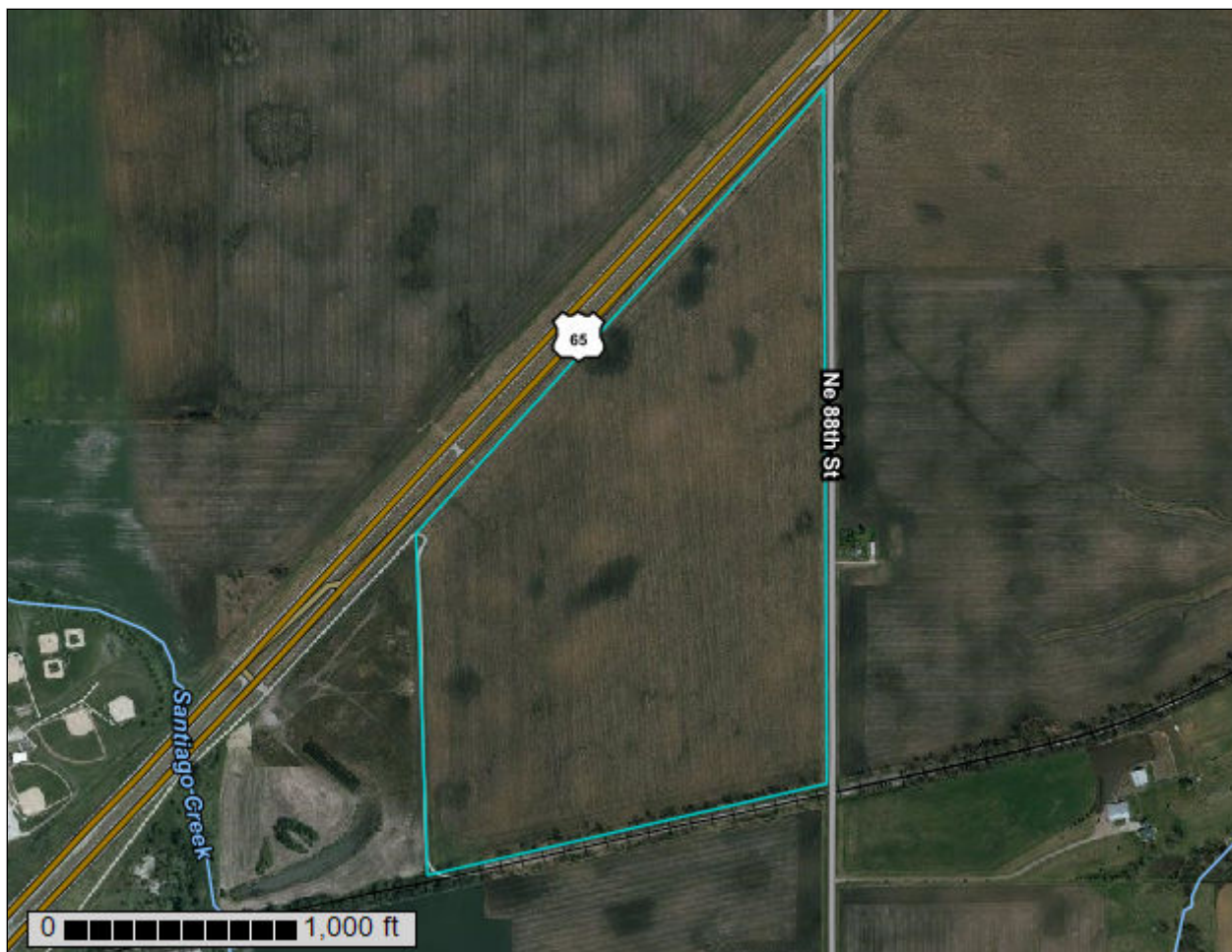
United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Polk County, Iowa



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

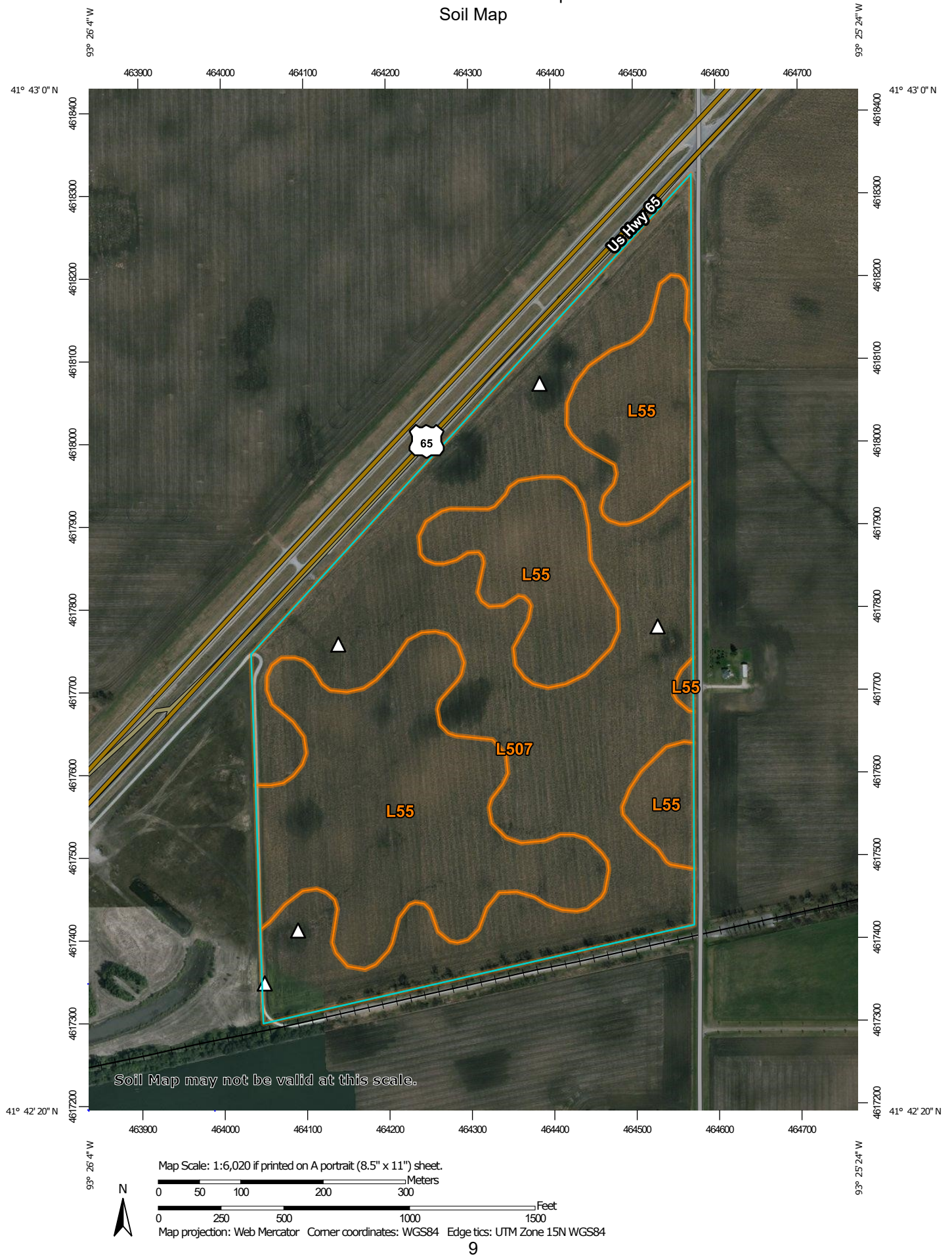
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identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Polk County, Iowa
Survey Area Data: Version 26, Sep 12, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 4, 2015—Aug 3, 2018

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
L55	Nicollet loam, 1 to 3 percent slopes	40.6	45.3%
L507	Canisteo clay loam, Bemis moraine, 0 to 2 percent slopes	49.0	54.7%
Totals for Area of Interest		89.6	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the

development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Polk County, Iowa

L55—Nicollet loam, 1 to 3 percent slopes

Map Unit Setting

National map unit symbol: 2tsj4
Elevation: 690 to 1,840 feet
Mean annual precipitation: 24 to 37 inches
Mean annual air temperature: 43 to 52 degrees F
Frost-free period: 140 to 180 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Nicollet, bemis moraine, and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Nicollet, Bemis Moraine

Setting

Landform: Ground moraines
Landform position (three-dimensional): Rise, talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Parent material: Loamy till

Typical profile

Ap - 0 to 8 inches: loam
A - 8 to 15 inches: loam
Bg - 15 to 29 inches: loam
C - 29 to 79 inches: loam

Properties and qualities

Slope: 1 to 3 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.20 to 2.00 in/hr)
Depth to water table: About 12 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 20 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 11.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 1
Hydrologic Soil Group: B/D
Ecological site: R103XY004MN - Loamy Upland Prairies
Hydric soil rating: No

Minor Components

Clarion, bemis moraine

Percent of map unit: 10 percent

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Landform: Ground moraines
Landform position (two-dimensional): Backslope, summit, shoulder
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: R103XY004MN - Loamy Upland Prairies
Hydric soil rating: No

Webster, bemis moraine

Percent of map unit: 5 percent
Landform: Ground moraines
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R103XY001MN - Loamy Wet Prairies
Hydric soil rating: Yes

L507—Canisteo clay loam, Bemis moraine, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2vvdn
Elevation: 690 to 1,840 feet
Mean annual precipitation: 24 to 37 inches
Mean annual air temperature: 43 to 52 degrees F
Frost-free period: 140 to 180 days
Farmland classification: Prime farmland if drained

Map Unit Composition

Canisteo, bemis moraine, and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Canisteo, Bemis Moraine

Setting

Landform: Rims on depressions, ground moraines
Landform position (three-dimensional): Talf
Down-slope shape: Concave, linear
Across-slope shape: Linear
Parent material: Loamy till

Typical profile

Ap - 0 to 8 inches: clay loam
A - 8 to 16 inches: clay loam
AB - 16 to 20 inches: clay loam
Bkg - 20 to 36 inches: clay loam
Cg - 36 to 79 inches: loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches

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Drainage class: Poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.20 to 2.00 in/hr)
Depth to water table: About 0 to 8 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 25 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 10.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2w
Hydrologic Soil Group: C/D
Ecological site: R103XY001MN - Loamy Wet Prairies
Hydric soil rating: Yes

Minor Components

Okoboji

Percent of map unit: 8 percent
Landform: Depressions
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R103XY015MN - Depressional Marsh
Hydric soil rating: Yes

Webster, bemis moraine

Percent of map unit: 5 percent
Landform: Ground moraines
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R103XY001MN - Loamy Wet Prairies
Hydric soil rating: Yes

Harps, bemis moraine

Percent of map unit: 2 percent
Landform: Rims on depressions
Down-slope shape: Concave
Across-slope shape: Linear
Ecological site: R103XY009MN - Calcareous Rim Prairies
Hydric soil rating: Yes

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Glossary

Many of the terms relating to landforms, geology, and geomorphology are defined in more detail in the following National Soil Survey Handbook link: "[National Soil Survey Handbook](#)."

ABC soil

A soil having an A, a B, and a C horizon.

Ablation till

Loose, relatively permeable earthy material deposited during the downwasting of nearly static glacial ice, either contained within or accumulated on the surface of the glacier.

AC soil

A soil having only an A and a C horizon. Commonly, such soil formed in recent alluvium or on steep, rocky slopes.

Aeration, soil

The exchange of air in soil with air from the atmosphere. The air in a well aerated soil is similar to that in the atmosphere; the air in a poorly aerated soil is considerably higher in carbon dioxide and lower in oxygen.

Aggregate, soil

Many fine particles held in a single mass or cluster. Natural soil aggregates, such as granules, blocks, or prisms, are called peds. Clods are aggregates produced by tillage or logging.

Alkali (sodic) soil

A soil having so high a degree of alkalinity (pH 8.5 or higher) or so high a percentage of exchangeable sodium (15 percent or more of the total exchangeable bases), or both, that plant growth is restricted.

Alluvial cone

A semiconical type of alluvial fan having very steep slopes. It is higher, narrower, and steeper than a fan and is composed of coarser and thicker layers of material deposited by a combination of alluvial episodes and (to a much lesser degree) landslides (debris flow). The coarsest materials tend to be concentrated at the apex of the cone.

Alluvial fan

A low, outspread mass of loose materials and/or rock material, commonly with gentle slopes. It is shaped like an open fan or a segment of a cone. The material was deposited by a stream at the place where it issues from a narrow mountain valley or upland valley or where a tributary stream is near or at its junction with the main stream. The fan is steepest near its apex, which points upstream, and slopes gently and convexly outward (downstream) with a gradual decrease in gradient.

Alluvium

Unconsolidated material, such as gravel, sand, silt, clay, and various mixtures of these, deposited on land by running water.

Alpha,alpha-dipyridyl

A compound that when dissolved in ammonium acetate is used to detect the presence of reduced iron (Fe II) in the soil. A positive reaction implies reducing conditions and the likely presence of redoximorphic features.

Animal unit month (AUM)

The amount of forage required by one mature cow of approximately 1,000 pounds weight, with or without a calf, for 1 month.

Aquic conditions

Current soil wetness characterized by saturation, reduction, and redoximorphic features.

Argillic horizon

A subsoil horizon characterized by an accumulation of illuvial clay.

Arroyo

The flat-floored channel of an ephemeral stream, commonly with very steep to vertical banks cut in unconsolidated material. It is usually dry but can be transformed into a temporary watercourse or short-lived torrent after heavy rain within the watershed.

Aspect

The direction toward which a slope faces. Also called slope aspect.

Association, soil

A group of soils or miscellaneous areas geographically associated in a characteristic repeating pattern and defined and delineated as a single map unit.

Available water capacity (available moisture capacity)

The capacity of soils to hold water available for use by most plants. It is commonly defined as the difference between the amount of soil water at field moisture capacity and the amount at wilting point. It is commonly expressed as inches of water per inch of soil. The capacity, in inches, in a 60-inch profile or to a limiting layer is expressed as:

Very low: 0 to 3

Low: 3 to 6

Moderate: 6 to 9

High: 9 to 12

Very high: More than 12

Backslope

The position that forms the steepest and generally linear, middle portion of a hillslope. In profile, backslopes are commonly bounded by a convex shoulder above and a concave footslope below.

Backswamp

A flood-plain landform. Extensive, marshy or swampy, depressed areas of flood plains between natural levees and valley sides or terraces.

Badland

A landscape that is intricately dissected and characterized by a very fine drainage network with high drainage densities and short, steep slopes and narrow interfluvies. Badlands develop on surfaces that have little or no vegetative cover overlying unconsolidated or poorly cemented materials (clays, silts, or sandstones) with, in some cases, soluble minerals, such as gypsum or halite.

Bajada

A broad, gently inclined alluvial piedmont slope extending from the base of a mountain range out into a basin and formed by the lateral coalescence of a series of alluvial fans. Typically, it has a broadly undulating transverse profile, parallel to the mountain front, resulting from the convexities of component fans. The term is generally restricted to constructional slopes of intermontane basins.

Basal area

The area of a cross section of a tree, generally referring to the section at breast height and measured outside the bark. It is a measure of stand density, commonly expressed in square feet.

Base saturation

The degree to which material having cation-exchange properties is saturated with exchangeable bases (sum of Ca, Mg, Na, and K), expressed as a percentage of the total cation-exchange capacity.

Base slope (geomorphology)

A geomorphic component of hills consisting of the concave to linear (perpendicular to the contour) slope that, regardless of the lateral shape, forms an apron or wedge at the bottom of a hillside dominated by colluvium and slope-wash sediments (for example, slope alluvium).

Bedding plane

A planar or nearly planar bedding surface that visibly separates each successive layer of stratified sediment or rock (of the same or different lithology)

from the preceding or following layer; a plane of deposition. It commonly marks a change in the circumstances of deposition and may show a parting, a color difference, a change in particle size, or various combinations of these. The term is commonly applied to any bedding surface, even one that is conspicuously bent or deformed by folding.

Bedding system

A drainage system made by plowing, grading, or otherwise shaping the surface of a flat field. It consists of a series of low ridges separated by shallow, parallel dead furrows.

Bedrock

The solid rock that underlies the soil and other unconsolidated material or that is exposed at the surface.

Bedrock-controlled topography

A landscape where the configuration and relief of the landforms are determined or strongly influenced by the underlying bedrock.

Bench terrace

A raised, level or nearly level strip of earth constructed on or nearly on a contour, supported by a barrier of rocks or similar material, and designed to make the soil suitable for tillage and to prevent accelerated erosion.

Bisequum

Two sequences of soil horizons, each of which consists of an illuvial horizon and the overlying eluvial horizons.

Blowout (map symbol)

A saucer-, cup-, or trough-shaped depression formed by wind erosion on a preexisting dune or other sand deposit, especially in an area of shifting sand or loose soil or where protective vegetation is disturbed or destroyed. The adjoining accumulation of sand derived from the depression, where recognizable, is commonly included. Blowouts are commonly small.

Borrow pit (map symbol)

An open excavation from which soil and underlying material have been removed, usually for construction purposes.

Bottom land

An informal term loosely applied to various portions of a flood plain.

Boulders

Rock fragments larger than 2 feet (60 centimeters) in diameter.

Breaks

A landscape or tract of steep, rough or broken land dissected by ravines and gullies and marking a sudden change in topography.

Breast height

An average height of 4.5 feet above the ground surface; the point on a tree where diameter measurements are ordinarily taken.

Brush management

Use of mechanical, chemical, or biological methods to make conditions favorable for reseeding or to reduce or eliminate competition from woody vegetation and thus allow understory grasses and forbs to recover. Brush management increases forage production and thus reduces the hazard of erosion. It can improve the habitat for some species of wildlife.

Butte

An isolated, generally flat-topped hill or mountain with relatively steep slopes and talus or precipitous cliffs and characterized by summit width that is less than the height of bounding escarpments; commonly topped by a caprock of resistant material and representing an erosion remnant carved from flat-lying rocks.

Cable yarding

A method of moving felled trees to a nearby central area for transport to a processing facility. Most cable yarding systems involve use of a drum, a pole, and wire cables in an arrangement similar to that of a rod and reel used for fishing. To reduce friction and soil disturbance, felled trees generally are reeled in while one end is lifted or the entire log is suspended.

Calcareous soil

A soil containing enough calcium carbonate (commonly combined with magnesium carbonate) to effervesce visibly when treated with cold, dilute hydrochloric acid.

Caliche

A general term for a prominent zone of secondary carbonate accumulation in surficial materials in warm, subhumid to arid areas. Caliche is formed by both geologic and pedologic processes. Finely crystalline calcium carbonate forms a nearly continuous surface-coating and void-filling medium in geologic (parent) materials. Cementation ranges from weak in nonindurated forms to very strong in indurated forms. Other minerals (e.g., carbonates, silicate, and sulfate) may occur as accessory cements. Most petrocalcic horizons and some calcic horizons are caliche.

California bearing ratio (CBR)

The load-supporting capacity of a soil as compared to that of standard crushed limestone, expressed as a ratio. First standardized in California. A soil having a CBR of 16 supports 16 percent of the load that would be supported by standard crushed limestone, per unit area, with the same degree of distortion.

Canopy

The leafy crown of trees or shrubs. (See Crown.)

Canyon

A long, deep, narrow valley with high, precipitous walls in an area of high local relief.

Capillary water

Water held as a film around soil particles and in tiny spaces between particles. Surface tension is the adhesive force that holds capillary water in the soil.

Catena

A sequence, or “chain,” of soils on a landscape that formed in similar kinds of parent material and under similar climatic conditions but that have different characteristics as a result of differences in relief and drainage.

Cation

An ion carrying a positive charge of electricity. The common soil cations are calcium, potassium, magnesium, sodium, and hydrogen.

Cation-exchange capacity

The total amount of exchangeable cations that can be held by the soil, expressed in terms of milliequivalents per 100 grams of soil at neutrality (pH 7.0) or at some other stated pH value. The term, as applied to soils, is synonymous with base-exchange capacity but is more precise in meaning.

Catsteps

See Terracettes.

Cement rock

Shaly limestone used in the manufacture of cement.

Channery soil material

Soil material that has, by volume, 15 to 35 percent thin, flat fragments of sandstone, shale, slate, limestone, or schist as much as 6 inches (15 centimeters) along the longest axis. A single piece is called a channer.

Chemical treatment

Control of unwanted vegetation through the use of chemicals.

Chiseling

Tillage with an implement having one or more soil-penetrating points that shatter or loosen hard, compacted layers to a depth below normal plow depth.

Cirque

A steep-walled, semicircular or crescent-shaped, half-bowl-like recess or hollow, commonly situated at the head of a glaciated mountain valley or high on the side of a mountain. It was produced by the erosive activity of a mountain glacier. It commonly contains a small round lake (tarn).

Clay

As a soil separate, the mineral soil particles less than 0.002 millimeter in diameter. As a soil textural class, soil material that is 40 percent or more clay, less than 45 percent sand, and less than 40 percent silt.

Clay depletions

See Redoximorphic features.

Clay film

A thin coating of oriented clay on the surface of a soil aggregate or lining pores or root channels. Synonyms: clay coating, clay skin.

Clay spot (map symbol)

A spot where the surface texture is silty clay or clay in areas where the surface layer of the soils in the surrounding map unit is sandy loam, loam, silt loam, or coarser.

Claypan

A dense, compact subsoil layer that contains much more clay than the overlying materials, from which it is separated by a sharply defined boundary. The layer restricts the downward movement of water through the soil. A claypan is commonly hard when dry and plastic and sticky when wet.

Climax plant community

The stabilized plant community on a particular site. The plant cover reproduces itself and does not change so long as the environment remains the same.

Coarse textured soil

Sand or loamy sand.

Cobble (or cobblestone)

A rounded or partly rounded fragment of rock 3 to 10 inches (7.6 to 25 centimeters) in diameter.

Cobbly soil material

Material that has 15 to 35 percent, by volume, rounded or partially rounded rock fragments 3 to 10 inches (7.6 to 25 centimeters) in diameter. Very cobbly soil material has 35 to 60 percent of these rock fragments, and extremely cobbly soil material has more than 60 percent.

COLE (coefficient of linear extensibility)

See Linear extensibility.

Colluvium

Unconsolidated, unsorted earth material being transported or deposited on side slopes and/or at the base of slopes by mass movement (e.g., direct gravitational action) and by local, unconcentrated runoff.

Complex slope

Irregular or variable slope. Planning or establishing terraces, diversions, and other water-control structures on a complex slope is difficult.

Complex, soil

A map unit of two or more kinds of soil or miscellaneous areas in such an intricate pattern or so small in area that it is not practical to map them separately at the selected scale of mapping. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas.

Concretions

See Redoximorphic features.

Conglomerate

A coarse grained, clastic sedimentary rock composed of rounded or subangular rock fragments more than 2 millimeters in diameter. It commonly has a matrix of sand and finer textured material. Conglomerate is the consolidated equivalent of gravel.

Conservation cropping system

Growing crops in combination with needed cultural and management practices. In a good conservation cropping system, the soil-improving crops and practices more than offset the effects of the soil-depleting crops and practices. Cropping systems are needed on all tilled soils. Soil-improving practices in a conservation cropping system include the use of rotations that contain grasses and legumes and the return of crop residue to the soil. Other practices include the use of green manure crops of grasses and legumes, proper tillage, adequate fertilization, and weed and pest control.

Conservation tillage

A tillage system that does not invert the soil and that leaves a protective amount of crop residue on the surface throughout the year.

Consistence, soil

Refers to the degree of cohesion and adhesion of soil material and its resistance to deformation when ruptured. Consistence includes resistance of soil material to rupture and to penetration; plasticity, toughness, and stickiness of puddled soil material; and the manner in which the soil material behaves when subject to compression. Terms describing consistence are defined in the "Soil Survey Manual."

Contour stripcropping

Growing crops in strips that follow the contour. Strips of grass or close-growing crops are alternated with strips of clean-tilled crops or summer fallow.

Control section

The part of the soil on which classification is based. The thickness varies among different kinds of soil, but for many it is that part of the soil profile between depths of 10 inches and 40 or 80 inches.

Coprogenous earth (sedimentary peat)

A type of limnic layer composed predominantly of fecal material derived from aquatic animals.

Corrosion (geomorphology)

A process of erosion whereby rocks and soil are removed or worn away by natural chemical processes, especially by the solvent action of running water, but also by other reactions, such as hydrolysis, hydration, carbonation, and oxidation.

Corrosion (soil survey interpretations)

Soil-induced electrochemical or chemical action that dissolves or weakens concrete or uncoated steel.

Cover crop

A close-growing crop grown primarily to improve and protect the soil between periods of regular crop production, or a crop grown between trees and vines in orchards and vineyards.

Crop residue management

Returning crop residue to the soil, which helps to maintain soil structure, organic matter content, and fertility and helps to control erosion.

Cropping system

Growing crops according to a planned system of rotation and management practices.

Cross-slope farming

Deliberately conducting farming operations on sloping farmland in such a way that tillage is across the general slope.

Crown

The upper part of a tree or shrub, including the living branches and their foliage.

Cryoturbate

A mass of soil or other unconsolidated earthy material moved or disturbed by frost action. It is typically coarser than the underlying material.

Cuesta

An asymmetric ridge capped by resistant rock layers of slight or moderate dip (commonly less than 15 percent slopes); a type of homocline produced by differential erosion of interbedded resistant and weak rocks. A cuesta has a long, gentle slope on one side (dip slope) that roughly parallels the inclined beds; on the other side, it has a relatively short and steep or clifflike slope (scarp) that cuts through the tilted rocks.

Culmination of the mean annual increment (CMAI)

The average annual increase per acre in the volume of a stand. Computed by dividing the total volume of the stand by its age. As the stand increases in age, the mean annual increment continues to increase until mortality begins to reduce the rate of increase. The point where the stand reaches its maximum annual rate of growth is called the culmination of the mean annual increment.

Cutbanks cave

The walls of excavations tend to cave in or slough.

Decreasers

The most heavily grazed climax range plants. Because they are the most palatable, they are the first to be destroyed by overgrazing.

Deferred grazing

Postponing grazing or resting grazing land for a prescribed period.

Delta

A body of alluvium having a surface that is fan shaped and nearly flat; deposited at or near the mouth of a river or stream where it enters a body of relatively quiet water, generally a sea or lake.

Dense layer

A very firm, massive layer that has a bulk density of more than 1.8 grams per cubic centimeter. Such a layer affects the ease of digging and can affect filling and compacting.

Depression, closed (map symbol)

A shallow, saucer-shaped area that is slightly lower on the landscape than the surrounding area and that does not have a natural outlet for surface drainage.

Depth, soil

Generally, the thickness of the soil over bedrock. Very deep soils are more than 60 inches deep over bedrock; deep soils, 40 to 60 inches; moderately deep, 20 to 40 inches; shallow, 10 to 20 inches; and very shallow, less than 10 inches.

Desert pavement

A natural, residual concentration or layer of wind-polished, closely packed gravel, boulders, and other rock fragments mantling a desert surface. It forms where wind action and sheetwash have removed all smaller particles or where rock fragments have migrated upward through sediments to the surface. It typically protects the finer grained underlying material from further erosion.

Diatomaceous earth

A geologic deposit of fine, grayish siliceous material composed chiefly or entirely of the remains of diatoms.

Dip slope

A slope of the land surface, roughly determined by and approximately conforming to the dip of the underlying bedrock.

Diversion (or diversion terrace)

A ridge of earth, generally a terrace, built to protect downslope areas by diverting runoff from its natural course.

Divided-slope farming

A form of field stripcropping in which crops are grown in a systematic arrangement of two strips, or bands, across the slope to reduce the hazard of water erosion. One strip is in a close-growing crop that provides protection from erosion, and the other strip is in a crop that provides less protection from erosion. This practice is used where slopes are not long enough to permit a full stripcropping pattern to be used.

Drainage class (natural)

Refers to the frequency and duration of wet periods under conditions similar to those under which the soil formed. Alterations of the water regime by human activities, either through drainage or irrigation, are not a consideration unless they have significantly changed the morphology of the soil. Seven classes of natural soil drainage are recognized—*excessively drained, somewhat excessively drained, well drained, moderately well drained, somewhat poorly drained, poorly drained, and very poorly drained*. These classes are defined in the “Soil Survey Manual.”

Drainage, surface

Runoff, or surface flow of water, from an area.

Drainageway

A general term for a course or channel along which water moves in draining an area. A term restricted to relatively small, linear depressions that at some time move concentrated water and either do not have a defined channel or have only a small defined channel.

Draw

A small stream valley that generally is shallower and more open than a ravine or gulch and that has a broader bottom. The present stream channel may appear inadequate to have cut the drainageway that it occupies.

Drift

A general term applied to all mineral material (clay, silt, sand, gravel, and boulders) transported by a glacier and deposited directly by or from the ice or transported by running water emanating from a glacier. Drift includes unstratified material (till) that forms moraines and stratified deposits that form outwash plains, eskers, kames, varves, and glaciofluvial sediments. The term is generally applied to Pleistocene glacial deposits in areas that no longer contain glaciers.

Drumlin

A low, smooth, elongated oval hill, mound, or ridge of compact till that has a core of bedrock or drift. It commonly has a blunt nose facing the direction from which the ice approached and a gentler slope tapering in the other direction. The longer axis is parallel to the general direction of glacier flow. Drumlins are products of streamline (laminar) flow of glaciers, which molded the subglacial floor through a combination of erosion and deposition.

Duff

A generally firm organic layer on the surface of mineral soils. It consists of fallen plant material that is in the process of decomposition and includes everything from the litter on the surface to underlying pure humus.

Dune

A low mound, ridge, bank, or hill of loose, windblown granular material (generally sand), either barren and capable of movement from place to place or covered and stabilized with vegetation but retaining its characteristic shape.

Earthy fill

See Mine spoil.

Ecological site

An area where climate, soil, and relief are sufficiently uniform to produce a distinct natural plant community. An ecological site is the product of all the environmental factors responsible for its development. It is typified by an association of species that differ from those on other ecological sites in kind and/or proportion of species or in total production.

Eluviation

The movement of material in true solution or colloidal suspension from one place to another within the soil. Soil horizons that have lost material through eluviation are eluvial; those that have received material are illuvial.

Endosaturation

A type of saturation of the soil in which all horizons between the upper boundary of saturation and a depth of 2 meters are saturated.

Eolian deposit

Sand-, silt-, or clay-sized clastic material transported and deposited primarily by wind, commonly in the form of a dune or a sheet of sand or loess.

Ephemeral stream

A stream, or reach of a stream, that flows only in direct response to precipitation. It receives no long-continued supply from melting snow or other source, and its channel is above the water table at all times.

Episaturation

A type of saturation indicating a perched water table in a soil in which saturated layers are underlain by one or more unsaturated layers within 2 meters of the surface.

Erosion

The wearing away of the land surface by water, wind, ice, or other geologic agents and by such processes as gravitational creep.

Erosion (accelerated)

Erosion much more rapid than geologic erosion, mainly as a result of human or animal activities or of a catastrophe in nature, such as a fire, that exposes the surface.

Erosion (geologic)

Erosion caused by geologic processes acting over long geologic periods and resulting in the wearing away of mountains and the building up of such landscape features as flood plains and coastal plains. Synonym: natural erosion.

Erosion pavement

A surficial lag concentration or layer of gravel and other rock fragments that remains on the soil surface after sheet or rill erosion or wind has removed the finer soil particles and that tends to protect the underlying soil from further erosion.

Erosion surface

A land surface shaped by the action of erosion, especially by running water.

Escarpment

A relatively continuous and steep slope or cliff breaking the general continuity of more gently sloping land surfaces and resulting from erosion or faulting. Most commonly applied to cliffs produced by differential erosion. Synonym: scarp.

Escarpment, bedrock (map symbol)

A relatively continuous and steep slope or cliff, produced by erosion or faulting, that breaks the general continuity of more gently sloping land surfaces. Exposed material is hard or soft bedrock.

Escarpment, nonbedrock (map symbol)

A relatively continuous and steep slope or cliff, generally produced by erosion but in some places produced by faulting, that breaks the continuity of more gently sloping land surfaces. Exposed earthy material is nonsoil or very shallow soil.

Esker

A long, narrow, sinuous, steep-sided ridge of stratified sand and gravel deposited as the bed of a stream flowing in an ice tunnel within or below the ice (subglacial) or between ice walls on top of the ice of a wasting glacier and left

behind as high ground when the ice melted. Eskers range in length from less than a kilometer to more than 160 kilometers and in height from 3 to 30 meters.

Extrusive rock

Igneous rock derived from deep-seated molten matter (magma) deposited and cooled on the earth's surface.

Fallow

Cropland left idle in order to restore productivity through accumulation of moisture. Summer fallow is common in regions of limited rainfall where cereal grain is grown. The soil is tilled for at least one growing season for weed control and decomposition of plant residue.

Fan remnant

A general term for landforms that are the remaining parts of older fan landforms, such as alluvial fans, that have been either dissected or partially buried.

Fertility, soil

The quality that enables a soil to provide plant nutrients, in adequate amounts and in proper balance, for the growth of specified plants when light, moisture, temperature, tilth, and other growth factors are favorable.

Fibric soil material (peat)

The least decomposed of all organic soil material. Peat contains a large amount of well preserved fiber that is readily identifiable according to botanical origin. Peat has the lowest bulk density and the highest water content at saturation of all organic soil material.

Field moisture capacity

The moisture content of a soil, expressed as a percentage of the oven-dry weight, after the gravitational, or free, water has drained away; the field moisture content 2 or 3 days after a soaking rain; also called *normal field capacity*, *normal moisture capacity*, or *capillary capacity*.

Fill slope

A sloping surface consisting of excavated soil material from a road cut. It commonly is on the downhill side of the road.

Fine textured soil

Sandy clay, silty clay, or clay.

Firebreak

An area cleared of flammable material to stop or help control creeping or running fires. It also serves as a line from which to work and to facilitate the movement of firefighters and equipment. Designated roads also serve as firebreaks.

First bottom

An obsolete, informal term loosely applied to the lowest flood-plain steps that are subject to regular flooding.

Flaggy soil material

Material that has, by volume, 15 to 35 percent flagstones. Very flaggy soil material has 35 to 60 percent flagstones, and extremely flaggy soil material has more than 60 percent flagstones.

Flagstone

A thin fragment of sandstone, limestone, slate, shale, or (rarely) schist 6 to 15 inches (15 to 38 centimeters) long.

Flood plain

The nearly level plain that borders a stream and is subject to flooding unless protected artificially.

Flood-plain landforms

A variety of constructional and erosional features produced by stream channel migration and flooding. Examples include backswamps, flood-plain splays, meanders, meander belts, meander scrolls, oxbow lakes, and natural levees.

Flood-plain splay

A fan-shaped deposit or other outspread deposit formed where an overloaded stream breaks through a levee (natural or artificial) and deposits its material (commonly coarse grained) on the flood plain.

Flood-plain step

An essentially flat, terrace-like alluvial surface within a valley that is frequently covered by floodwater from the present stream; any approximately horizontal surface still actively modified by fluvial scour and/or deposition. May occur individually or as a series of steps.

Fluvial

Of or pertaining to rivers or streams; produced by stream or river action.

Foothills

A region of steeply sloping hills that fringes a mountain range or high-plateau escarpment. The hills have relief of as much as 1,000 feet (300 meters).

Footslope

The concave surface at the base of a hillslope. A footslope is a transition zone between upslope sites of erosion and transport (shoulders and backslopes) and downslope sites of deposition (toeslopes).

Forb

Any herbaceous plant not a grass or a sedge.

Forest cover

All trees and other woody plants (underbrush) covering the ground in a forest.

Forest type

A stand of trees similar in composition and development because of given physical and biological factors by which it may be differentiated from other stands.

Fragipan

A loamy, brittle subsurface horizon low in porosity and content of organic matter and low or moderate in clay but high in silt or very fine sand. A fragipan appears cemented and restricts roots. When dry, it is hard or very hard and has a higher bulk density than the horizon or horizons above. When moist, it tends to rupture suddenly under pressure rather than to deform slowly.

Genesis, soil

The mode of origin of the soil. Refers especially to the processes or soil-forming factors responsible for the formation of the solum, or true soil, from the unconsolidated parent material.

Gilgai

Commonly, a succession of microbasins and microknolls in nearly level areas or of microvalleys and microridges parallel with the slope. Typically, the microrelief of clayey soils that shrink and swell considerably with changes in moisture content.

Glaciofluvial deposits

Material moved by glaciers and subsequently sorted and deposited by streams flowing from the melting ice. The deposits are stratified and occur in the form of outwash plains, valley trains, deltas, kames, eskers, and kame terraces.

Glaciolacustrine deposits

Material ranging from fine clay to sand derived from glaciers and deposited in glacial lakes mainly by glacial meltwater. Many deposits are bedded or laminated.

Gleyed soil

Soil that formed under poor drainage, resulting in the reduction of iron and other elements in the profile and in gray colors.

Graded stripcropping

Growing crops in strips that grade toward a protected waterway.

Grassed waterway

A natural or constructed waterway, typically broad and shallow, seeded to grass as protection against erosion. Conducts surface water away from cropland.

Gravel

Rounded or angular fragments of rock as much as 3 inches (2 millimeters to 7.6 centimeters) in diameter. An individual piece is a pebble.

Gravel pit (map symbol)

An open excavation from which soil and underlying material have been removed and used, without crushing, as a source of sand or gravel.

Gravelly soil material

Material that has 15 to 35 percent, by volume, rounded or angular rock fragments, not prominently flattened, as much as 3 inches (7.6 centimeters) in diameter.

Gravelly spot (map symbol)

A spot where the surface layer has more than 35 percent, by volume, rock fragments that are mostly less than 3 inches in diameter in an area that has less than 15 percent rock fragments.

Green manure crop (agronomy)

A soil-improving crop grown to be plowed under in an early stage of maturity or soon after maturity.

Ground water

Water filling all the unblocked pores of the material below the water table.

Gully (map symbol)

A small, steep-sided channel caused by erosion and cut in unconsolidated materials by concentrated but intermittent flow of water. The distinction between a gully and a rill is one of depth. A gully generally is an obstacle to farm machinery and is too deep to be obliterated by ordinary tillage whereas a rill is of lesser depth and can be smoothed over by ordinary tillage.

Hard bedrock

Bedrock that cannot be excavated except by blasting or by the use of special equipment that is not commonly used in construction.

Hard to reclaim

Reclamation is difficult after the removal of soil for construction and other uses. Revegetation and erosion control are extremely difficult.

Hardpan

A hardened or cemented soil horizon, or layer. The soil material is sandy, loamy, or clayey and is cemented by iron oxide, silica, calcium carbonate, or other substance.

Head slope (geomorphology)

A geomorphic component of hills consisting of a laterally concave area of a hillside, especially at the head of a drainageway. The overland waterflow is converging.

Hemic soil material (mucky peat)

Organic soil material intermediate in degree of decomposition between the less decomposed fibric material and the more decomposed sapric material.

High-residue crops

Such crops as small grain and corn used for grain. If properly managed, residue from these crops can be used to control erosion until the next crop in the rotation is established. These crops return large amounts of organic matter to the soil.

Hill

A generic term for an elevated area of the land surface, rising as much as 1,000 feet above surrounding lowlands, commonly of limited summit area and having a well defined outline. Slopes are generally more than 15 percent. The distinction between a hill and a mountain is arbitrary and may depend on local usage.

Hillslope

A generic term for the steeper part of a hill between its summit and the drainage line, valley flat, or depression floor at the base of a hill.

Horizon, soil

A layer of soil, approximately parallel to the surface, having distinct characteristics produced by soil-forming processes. In the identification of soil horizons, an uppercase letter represents the major horizons. Numbers or lowercase letters that follow represent subdivisions of the major horizons. An explanation of the subdivisions is given in the "Soil Survey Manual." The major horizons of mineral soil are as follows:

O horizon: An organic layer of fresh and decaying plant residue.

L horizon: A layer of organic and mineral limnic materials, including coprogenous earth (sedimentary peat), diatomaceous earth, and marl.

A horizon: The mineral horizon at or near the surface in which an accumulation of humified organic matter is mixed with the mineral material. Also, a plowed surface horizon, most of which was originally part of a B horizon.

E horizon: The mineral horizon in which the main feature is loss of silicate clay, iron, aluminum, or some combination of these.

B horizon: The mineral horizon below an A horizon. The B horizon is in part a layer of transition from the overlying A to the underlying C horizon. The B horizon also has distinctive characteristics, such as (1) accumulation of clay, sesquioxides, humus, or a combination of these; (2) prismatic or blocky structure; (3) redder or browner colors than those in the A horizon; or (4) a combination of these.

C horizon: The mineral horizon or layer, excluding indurated bedrock, that is little affected by soil-forming processes and does not have the properties typical of the overlying soil material. The material of a C horizon may be either like or unlike that in which the solum formed. If the material is known to differ from that in the solum, an Arabic numeral, commonly a 2, precedes the letter C.

Cr horizon: Soft, consolidated bedrock beneath the soil.

R layer: Consolidated bedrock beneath the soil. The bedrock commonly underlies a C horizon, but it can be directly below an A or a B horizon.

M layer: A root-limiting subsoil layer consisting of nearly continuous, horizontally oriented, human-manufactured materials.

W layer: A layer of water within or beneath the soil.

Humus

The well decomposed, more or less stable part of the organic matter in mineral soils.

Hydrologic soil groups

Refers to soils grouped according to their runoff potential. The soil properties that influence this potential are those that affect the minimum rate of water infiltration on a bare soil during periods after prolonged wetting when the soil is not frozen. These properties include depth to a seasonal high water table, the infiltration rate, and depth to a layer that significantly restricts the downward movement of water. The slope and the kind of plant cover are not considered but are separate factors in predicting runoff.

Igneous rock

Rock that was formed by cooling and solidification of magma and that has not been changed appreciably by weathering since its formation. Major varieties include plutonic and volcanic rock (e.g., andesite, basalt, and granite).

Illuviation

The movement of soil material from one horizon to another in the soil profile. Generally, material is removed from an upper horizon and deposited in a lower horizon.

Impervious soil

A soil through which water, air, or roots penetrate slowly or not at all. No soil is absolutely impervious to air and water all the time.

Increasesers

Species in the climax vegetation that increase in amount as the more desirable plants are reduced by close grazing. Increasesers commonly are the shorter plants and the less palatable to livestock.

Infiltration

The downward entry of water into the immediate surface of soil or other material, as contrasted with percolation, which is movement of water through soil layers or material.

Infiltration capacity

The maximum rate at which water can infiltrate into a soil under a given set of conditions.

Infiltration rate

The rate at which water penetrates the surface of the soil at any given instant, usually expressed in inches per hour. The rate can be limited by the infiltration capacity of the soil or the rate at which water is applied at the surface.

Intake rate

The average rate of water entering the soil under irrigation. Most soils have a fast initial rate; the rate decreases with application time. Therefore, intake rate for design purposes is not a constant but is a variable depending on the net irrigation application. The rate of water intake, in inches per hour, is expressed as follows:

Very low: Less than 0.2

Low: 0.2 to 0.4

Moderately low: 0.4 to 0.75

Moderate: 0.75 to 1.25

Moderately high: 1.25 to 1.75

High: 1.75 to 2.5

Very high: More than 2.5

Interfluve

A landform composed of the relatively undissected upland or ridge between two adjacent valleys containing streams flowing in the same general direction. An elevated area between two drainageways that sheds water to those drainageways.

Interfluve (geomorphology)

A geomorphic component of hills consisting of the uppermost, comparatively level or gently sloping area of a hill; shoulders of backwearing hillslopes can narrow the upland or can merge, resulting in a strongly convex shape.

Intermittent stream

A stream, or reach of a stream, that does not flow year-round but that is commonly dry for 3 or more months out of 12 and whose channel is generally below the local water table. It flows only during wet periods or when it receives ground-water discharge or long, continued contributions from melting snow or other surface and shallow subsurface sources.

Invaders

On range, plants that encroach into an area and grow after the climax vegetation has been reduced by grazing. Generally, plants invade following disturbance of the surface.

Iron depletions

See Redoximorphic features.

Irrigation

Application of water to soils to assist in production of crops. Methods of irrigation are:

Basin: Water is applied rapidly to nearly level plains surrounded by levees or dikes.

Border: Water is applied at the upper end of a strip in which the lateral flow of water is controlled by small earth ridges called border dikes, or borders.

Controlled flooding: Water is released at intervals from closely spaced field ditches and distributed uniformly over the field.

Corrugation: Water is applied to small, closely spaced furrows or ditches in fields of close-growing crops or in orchards so that it flows in only one direction.

Drip (or trickle): Water is applied slowly and under low pressure to the surface of the soil or into the soil through such applicators as emitters, porous tubing, or perforated pipe.

Furrow: Water is applied in small ditches made by cultivation implements. Furrows are used for tree and row crops.

Sprinkler: Water is sprayed over the soil surface through pipes or nozzles from a pressure system.

Subirrigation: Water is applied in open ditches or tile lines until the water table is raised enough to wet the soil.

Wild flooding: Water, released at high points, is allowed to flow onto an area without controlled distribution.

Kame

A low mound, knob, hummock, or short irregular ridge composed of stratified sand and gravel deposited by a subglacial stream as a fan or delta at the margin of a melting glacier; by a supraglacial stream in a low place or hole on the surface of the glacier; or as a ponded deposit on the surface or at the margin of stagnant ice.

Karst (topography)

A kind of topography that formed in limestone, gypsum, or other soluble rocks by dissolution and that is characterized by closed depressions, sinkholes, caves, and underground drainage.

Knoll

A small, low, rounded hill rising above adjacent landforms.

Ksat

See Saturated hydraulic conductivity.

Lacustrine deposit

Material deposited in lake water and exposed when the water level is lowered or the elevation of the land is raised.

Lake plain

A nearly level surface marking the floor of an extinct lake filled by well sorted, generally fine textured, stratified deposits, commonly containing varves.

Lake terrace

A narrow shelf, partly cut and partly built, produced along a lakeshore in front of a scarp line of low cliffs and later exposed when the water level falls.

Landfill (map symbol)

An area of accumulated waste products of human habitation, either above or below natural ground level.

Landslide

A general, encompassing term for most types of mass movement landforms and processes involving the downslope transport and outward deposition of soil and rock materials caused by gravitational forces; the movement may or may not involve saturated materials. The speed and distance of movement, as well as the amount of soil and rock material, vary greatly.

Large stones

Rock fragments 3 inches (7.6 centimeters) or more across. Large stones adversely affect the specified use of the soil.

Lava flow (map symbol)

A solidified, commonly lobate body of rock formed through lateral, surface outpouring of molten lava from a vent or fissure.

Leaching

The removal of soluble material from soil or other material by percolating water.

Levee (map symbol)

An embankment that confines or controls water, especially one built along the banks of a river to prevent overflow onto lowlands.

Linear extensibility

Refers to the change in length of an unconfined clod as moisture content is decreased from a moist to a dry state. Linear extensibility is used to determine the shrink-swell potential of soils. It is an expression of the volume change between the water content of the clod at $1/3$ - or $1/10$ -bar tension (33kPa or 10kPa tension) and oven dryness. Volume change is influenced by the amount and type of clay minerals in the soil. The volume change is the percent change for the whole soil. If it is expressed as a fraction, the resulting value is COLE, coefficient of linear extensibility.

Liquid limit

The moisture content at which the soil passes from a plastic to a liquid state.

Loam

Soil material that is 7 to 27 percent clay particles, 28 to 50 percent silt particles, and less than 52 percent sand particles.

Loess

Material transported and deposited by wind and consisting dominantly of silt-sized particles.

Low strength

The soil is not strong enough to support loads.

Low-residue crops

Such crops as corn used for silage, peas, beans, and potatoes. Residue from these crops is not adequate to control erosion until the next crop in the rotation is established. These crops return little organic matter to the soil.

Marl

An earthy, unconsolidated deposit consisting chiefly of calcium carbonate mixed with clay in approximately equal proportions; formed primarily under freshwater lacustrine conditions but also formed in more saline environments.

Marsh or swamp (map symbol)

A water-saturated, very poorly drained area that is intermittently or permanently covered by water. Sedges, cattails, and rushes are the dominant vegetation in marshes, and trees or shrubs are the dominant vegetation in swamps. Not used in map units where the named soils are poorly drained or very poorly drained.

Mass movement

A generic term for the dislodgment and downslope transport of soil and rock material as a unit under direct gravitational stress.

Masses

See Redoximorphic features.

Meander belt

The zone within which migration of a meandering channel occurs; the flood-plain area included between two imaginary lines drawn tangential to the outer bends of active channel loops.

Meander scar

A crescent-shaped, concave or linear mark on the face of a bluff or valley wall, produced by the lateral erosion of a meandering stream that impinged upon and undercut the bluff.

Meander scroll

One of a series of long, parallel, close-fitting, crescent-shaped ridges and troughs formed along the inner bank of a stream meander as the channel migrated laterally down-valley and toward the outer bank.

Mechanical treatment

Use of mechanical equipment for seeding, brush management, and other management practices.

Medium textured soil

Very fine sandy loam, loam, silt loam, or silt.

Mesa

A broad, nearly flat topped and commonly isolated landmass bounded by steep slopes or precipitous cliffs and capped by layers of resistant, nearly horizontal rocky material. The summit width is characteristically greater than the height of the bounding escarpments.

Metamorphic rock

Rock of any origin altered in mineralogical composition, chemical composition, or structure by heat, pressure, and movement at depth in the earth's crust. Nearly all such rocks are crystalline.

Mine or quarry (map symbol)

An open excavation from which soil and underlying material have been removed and in which bedrock is exposed. Also denotes surface openings to underground mines.

Mine spoil

An accumulation of displaced earthy material, rock, or other waste material removed during mining or excavation. Also called earthy fill.

Mineral soil

Soil that is mainly mineral material and low in organic material. Its bulk density is more than that of organic soil.

Minimum tillage

Only the tillage essential to crop production and prevention of soil damage.

Miscellaneous area

A kind of map unit that has little or no natural soil and supports little or no vegetation.

Miscellaneous water (map symbol)

Small, constructed bodies of water that are used for industrial, sanitary, or mining applications and that contain water most of the year.

Moderately coarse textured soil

Coarse sandy loam, sandy loam, or fine sandy loam.

Moderately fine textured soil

Clay loam, sandy clay loam, or silty clay loam.

Mollic epipedon

A thick, dark, humus-rich surface horizon (or horizons) that has high base saturation and pedogenic soil structure. It may include the upper part of the subsoil.

Moraine

In terms of glacial geology, a mound, ridge, or other topographically distinct accumulation of unsorted, unstratified drift, predominantly till, deposited primarily by the direct action of glacial ice in a variety of landforms. Also, a general term for a landform composed mainly of till (except for kame moraines, which are composed mainly of stratified outwash) that has been deposited by a glacier. Some types of moraines are disintegration, end, ground, kame, lateral, recessional, and terminal.

Morphology, soil

The physical makeup of the soil, including the texture, structure, porosity, consistence, color, and other physical, mineral, and biological properties of the various horizons, and the thickness and arrangement of those horizons in the soil profile.

Mottling, soil

Irregular spots of different colors that vary in number and size. Descriptive terms are as follows: abundance—*few*, *common*, and *many*; size—*fine*, *medium*, and *coarse*; and contrast—*faint*, *distinct*, and *prominent*. The size measurements are of the diameter along the greatest dimension. *Fine* indicates less than 5 millimeters (about 0.2 inch); *medium*, from 5 to 15 millimeters (about 0.2 to 0.6 inch); and *coarse*, more than 15 millimeters (about 0.6 inch).

Mountain

A generic term for an elevated area of the land surface, rising more than 1,000 feet (300 meters) above surrounding lowlands, commonly of restricted summit area (relative to a plateau) and generally having steep sides. A mountain can

occur as a single, isolated mass or in a group forming a chain or range. Mountains are formed primarily by tectonic activity and/or volcanic action but can also be formed by differential erosion.

Muck

Dark, finely divided, well decomposed organic soil material. (See Sapric soil material.)

Mucky peat

See Hemic soil material.

Mudstone

A blocky or massive, fine grained sedimentary rock in which the proportions of clay and silt are approximately equal. Also, a general term for such material as clay, silt, claystone, siltstone, shale, and argillite and that should be used only when the amounts of clay and silt are not known or cannot be precisely identified.

Munsell notation

A designation of color by degrees of three simple variables—hue, value, and chroma. For example, a notation of 10YR 6/4 is a color with hue of 10YR, value of 6, and chroma of 4.

Natric horizon

A special kind of argillic horizon that contains enough exchangeable sodium to have an adverse effect on the physical condition of the subsoil.

Neutral soil

A soil having a pH value of 6.6 to 7.3. (See Reaction, soil.)

Nodules

See Redoximorphic features.

Nose slope (geomorphology)

A geomorphic component of hills consisting of the projecting end (laterally convex area) of a hillside. The overland waterflow is predominantly divergent. Nose slopes consist dominantly of colluvium and slope-wash sediments (for example, slope alluvium).

Nutrient, plant

Any element taken in by a plant essential to its growth. Plant nutrients are mainly nitrogen, phosphorus, potassium, calcium, magnesium, sulfur, iron, manganese, copper, boron, and zinc obtained from the soil and carbon, hydrogen, and oxygen obtained from the air and water.

Organic matter

Plant and animal residue in the soil in various stages of decomposition. The content of organic matter in the surface layer is described as follows:

Very low: Less than 0.5 percent

Low: 0.5 to 1.0 percent

Moderately low: 1.0 to 2.0 percent

Moderate: 2.0 to 4.0 percent

High: 4.0 to 8.0 percent

Very high: More than 8.0 percent

Outwash

Stratified and sorted sediments (chiefly sand and gravel) removed or “washed out” from a glacier by meltwater streams and deposited in front of or beyond the end moraine or the margin of a glacier. The coarser material is deposited nearer to the ice.

Outwash plain

An extensive lowland area of coarse textured glaciofluvial material. An outwash plain is commonly smooth; where pitted, it generally is low in relief.

Paleoterrace

An erosional remnant of a terrace that retains the surface form and alluvial deposits of its origin but was not emplaced by, and commonly does not grade to, a present-day stream or drainage network.

Pan

A compact, dense layer in a soil that impedes the movement of water and the growth of roots. For example, *hardpan*, *fragipan*, *claypan*, *plowpan*, and *traffic pan*.

Parent material

The unconsolidated organic and mineral material in which soil forms.

Peat

Unconsolidated material, largely undecomposed organic matter, that has accumulated under excess moisture. (See Fibric soil material.)

Ped

An individual natural soil aggregate, such as a granule, a prism, or a block.

Pedisediment

A layer of sediment, eroded from the shoulder and backslope of an erosional slope, that lies on and is being (or was) transported across a gently sloping erosional surface at the foot of a receding hill or mountain slope.

Pedon

The smallest volume that can be called “a soil.” A pedon is three dimensional and large enough to permit study of all horizons. Its area ranges from about 10 to 100 square feet (1 square meter to 10 square meters), depending on the variability of the soil.

Percolation

The movement of water through the soil.

Perennial water (map symbol)

Small, natural or constructed lakes, ponds, or pits that contain water most of the year.

Permafrost

Ground, soil, or rock that remains at or below 0 degrees C for at least 2 years. It is defined on the basis of temperature and is not necessarily frozen.

pH value

A numerical designation of acidity and alkalinity in soil. (See Reaction, soil.)

Phase, soil

A subdivision of a soil series based on features that affect its use and management, such as slope, stoniness, and flooding.

Piping

Formation of subsurface tunnels or pipelike cavities by water moving through the soil.

Pitting

Pits caused by melting around ice. They form on the soil after plant cover is removed.

Plastic limit

The moisture content at which a soil changes from semisolid to plastic.

Plasticity index

The numerical difference between the liquid limit and the plastic limit; the range of moisture content within which the soil remains plastic.

Plateau (geomorphology)

A comparatively flat area of great extent and elevation; specifically, an extensive land region that is considerably elevated (more than 100 meters) above the adjacent lower lying terrain, is commonly limited on at least one side by an abrupt descent, and has a flat or nearly level surface. A comparatively large part of a plateau surface is near summit level.

Playa

The generally dry and nearly level lake plain that occupies the lowest parts of closed depressions, such as those on intermontane basin floors. Temporary flooding occurs primarily in response to precipitation and runoff. Playa deposits are fine grained and may or may not have a high water table and saline conditions.

Plinthite

The sesquioxide-rich, humus-poor, highly weathered mixture of clay with quartz and other diluents. It commonly appears as red mottles, usually in platy, polygonal, or reticulate patterns. Plinthite changes irreversibly to an ironstone hardpan or to irregular aggregates on repeated wetting and drying, especially if it is exposed also to heat from the sun. In a moist soil, plinthite can be cut with a spade. It is a form of laterite.

Plowpan

A compacted layer formed in the soil directly below the plowed layer.

Ponding

Standing water on soils in closed depressions. Unless the soils are artificially drained, the water can be removed only by percolation or evapotranspiration.

Poorly graded

Refers to a coarse grained soil or soil material consisting mainly of particles of nearly the same size. Because there is little difference in size of the particles, density can be increased only slightly by compaction.

Pore linings

See Redoximorphic features.

Potential native plant community

See Climax plant community.

Potential rooting depth (effective rooting depth)

Depth to which roots could penetrate if the content of moisture in the soil were adequate. The soil has no properties restricting the penetration of roots to this depth.

Prescribed burning

Deliberately burning an area for specific management purposes, under the appropriate conditions of weather and soil moisture and at the proper time of day.

Productivity, soil

The capability of a soil for producing a specified plant or sequence of plants under specific management.

Profile, soil

A vertical section of the soil extending through all its horizons and into the parent material.

Proper grazing use

Grazing at an intensity that maintains enough cover to protect the soil and maintain or improve the quantity and quality of the desirable vegetation. This practice increases the vigor and reproduction capacity of the key plants and

promotes the accumulation of litter and mulch necessary to conserve soil and water.

Rangeland

Land on which the potential natural vegetation is predominantly grasses, grasslike plants, forbs, or shrubs suitable for grazing or browsing. It includes natural grasslands, savannas, many wetlands, some deserts, tundras, and areas that support certain forb and shrub communities.

Reaction, soil

A measure of acidity or alkalinity of a soil, expressed as pH values. A soil that tests to pH 7.0 is described as precisely neutral in reaction because it is neither acid nor alkaline. The degrees of acidity or alkalinity, expressed as pH values, are:

Ultra acid: Less than 3.5

Extremely acid: 3.5 to 4.4

Very strongly acid: 4.5 to 5.0

Strongly acid: 5.1 to 5.5

Moderately acid: 5.6 to 6.0

Slightly acid: 6.1 to 6.5

Neutral: 6.6 to 7.3

Slightly alkaline: 7.4 to 7.8

Moderately alkaline: 7.9 to 8.4

Strongly alkaline: 8.5 to 9.0

Very strongly alkaline: 9.1 and higher

Red beds

Sedimentary strata that are mainly red and are made up largely of sandstone and shale.

Redoximorphic concentrations

See Redoximorphic features.

Redoximorphic depletions

See Redoximorphic features.

Redoximorphic features

Redoximorphic features are associated with wetness and result from alternating periods of reduction and oxidation of iron and manganese compounds in the soil. Reduction occurs during saturation with water, and oxidation occurs when the soil is not saturated. Characteristic color patterns are created by these processes. The reduced iron and manganese ions may be removed from a soil if vertical or lateral fluxes of water occur, in which case there is no iron or manganese precipitation in that soil. Wherever the iron and manganese are oxidized and precipitated, they form either soft masses or hard concretions or nodules. Movement of iron and manganese as a result of redoximorphic processes in a soil may result in redoximorphic features that are defined as follows:

1. Redoximorphic concentrations.—These are zones of apparent accumulation of iron-manganese oxides, including:
 - A. Nodules and concretions, which are cemented bodies that can be removed from the soil intact. Concretions are distinguished from nodules on the basis of internal organization. A concretion typically has concentric layers that are visible to the naked eye. Nodules do not have visible organized internal structure; *and*
 - B. Masses, which are noncemented concentrations of substances within the soil matrix; *and*
 - C. Pore linings, i.e., zones of accumulation along pores that may be either coatings on pore surfaces or impregnations from the matrix adjacent to the pores.
2. Redoximorphic depletions.—These are zones of low chroma (chromas less than those in the matrix) where either iron-manganese oxides alone or both iron-manganese oxides and clay have been stripped out, including:
 - A. Iron depletions, i.e., zones that contain low amounts of iron and manganese oxides but have a clay content similar to that of the adjacent matrix; *and*
 - B. Clay depletions, i.e., zones that contain low amounts of iron, manganese, and clay (often referred to as silt coatings or skeletans).
3. Reduced matrix.—This is a soil matrix that has low chroma *in situ* but undergoes a change in hue or chroma within 30 minutes after the soil material has been exposed to air.

Reduced matrix

See Redoximorphic features.

Regolith

All unconsolidated earth materials above the solid bedrock. It includes material weathered in place from all kinds of bedrock and alluvial, glacial, eolian, lacustrine, and pyroclastic deposits.

Relief

The relative difference in elevation between the upland summits and the lowlands or valleys of a given region.

Residuum (residual soil material)

Unconsolidated, weathered or partly weathered mineral material that accumulated as bedrock disintegrated in place.

Rill

A very small, steep-sided channel resulting from erosion and cut in unconsolidated materials by concentrated but intermittent flow of water. A rill generally is not an obstacle to wheeled vehicles and is shallow enough to be smoothed over by ordinary tillage.

Riser

The vertical or steep side slope (e.g., escarpment) of terraces, flood-plain steps, or other stepped landforms; commonly a recurring part of a series of natural, steplike landforms, such as successive stream terraces.

Road cut

A sloping surface produced by mechanical means during road construction. It is commonly on the uphill side of the road.

Rock fragments

Rock or mineral fragments having a diameter of 2 millimeters or more; for example, pebbles, cobbles, stones, and boulders.

Rock outcrop (map symbol)

An exposure of bedrock at the surface of the earth. Not used where the named soils of the surrounding map unit are shallow over bedrock or where "Rock outcrop" is a named component of the map unit.

Root zone

The part of the soil that can be penetrated by plant roots.

Runoff

The precipitation discharged into stream channels from an area. The water that flows off the surface of the land without sinking into the soil is called surface runoff. Water that enters the soil before reaching surface streams is called ground-water runoff or seepage flow from ground water.

Saline soil

A soil containing soluble salts in an amount that impairs growth of plants. A saline soil does not contain excess exchangeable sodium.

Saline spot (map symbol)

An area where the surface layer has an electrical conductivity of 8 mmhos/cm more than the surface layer of the named soils in the surrounding map unit. The surface layer of the surrounding soils has an electrical conductivity of 2 mmhos/cm or less.

Sand

As a soil separate, individual rock or mineral fragments from 0.05 millimeter to 2.0 millimeters in diameter. Most sand grains consist of quartz. As a soil textural class, a soil that is 85 percent or more sand and not more than 10 percent clay.

Sandstone

Sedimentary rock containing dominantly sand-sized particles.

Sandy spot (map symbol)

A spot where the surface layer is loamy fine sand or coarser in areas where the surface layer of the named soils in the surrounding map unit is very fine sandy loam or finer.

Sapric soil material (muck)

The most highly decomposed of all organic soil material. Muck has the least amount of plant fiber, the highest bulk density, and the lowest water content at saturation of all organic soil material.

Saturated hydraulic conductivity (Ksat)

The ease with which pores of a saturated soil transmit water. Formally, the proportionality coefficient that expresses the relationship of the rate of water movement to hydraulic gradient in Darcy's Law, a law that describes the rate of water movement through porous media. Commonly abbreviated as "Ksat." Terms describing saturated hydraulic conductivity are:

Very high: 100 or more micrometers per second (14.17 or more inches per hour)

High: 10 to 100 micrometers per second (1.417 to 14.17 inches per hour)

Moderately high: 1 to 10 micrometers per second (0.1417 inch to 1.417 inches per hour)

Moderately low: 0.1 to 1 micrometer per second (0.01417 to 0.1417 inch per hour)

Low: 0.01 to 0.1 micrometer per second (0.001417 to 0.01417 inch per hour)

Very low: Less than 0.01 micrometer per second (less than 0.001417 inch per hour).

To convert inches per hour to micrometers per second, multiply inches per hour by 7.0572. To convert micrometers per second to inches per hour, multiply micrometers per second by 0.1417.

Saturation

Wetness characterized by zero or positive pressure of the soil water. Under conditions of saturation, the water will flow from the soil matrix into an unlined auger hole.

Scarification

The act of abrading, scratching, loosening, crushing, or modifying the surface to increase water absorption or to provide a more tillable soil.

Sedimentary rock

A consolidated deposit of clastic particles, chemical precipitates, or organic remains accumulated at or near the surface of the earth under normal low temperature and pressure conditions. Sedimentary rocks include consolidated equivalents of alluvium, colluvium, drift, and eolian, lacustrine, and marine deposits. Examples are sandstone, siltstone, mudstone, claystone, shale, conglomerate, limestone, dolomite, and coal.

Sequum

A sequence consisting of an illuvial horizon and the overlying eluvial horizon. (See Eluviation.)

Series, soil

A group of soils that have profiles that are almost alike, except for differences in texture of the surface layer. All the soils of a series have horizons that are similar in composition, thickness, and arrangement.

Severely eroded spot (map symbol)

An area where, on the average, 75 percent or more of the original surface layer has been lost because of accelerated erosion. Not used in map units in which "severely eroded," "very severely eroded," or "gullied" is part of the map unit name.

Shale

Sedimentary rock that formed by the hardening of a deposit of clay, silty clay, or silty clay loam and that has a tendency to split into thin layers.

Sheet erosion

The removal of a fairly uniform layer of soil material from the land surface by the action of rainfall and surface runoff.

Short, steep slope (map symbol)

A narrow area of soil having slopes that are at least two slope classes steeper than the slope class of the surrounding map unit.

Shoulder

The convex, erosional surface near the top of a hillslope. A shoulder is a transition from summit to backslope.

Shrink-swell

The shrinking of soil when dry and the swelling when wet. Shrinking and swelling can damage roads, dams, building foundations, and other structures. It can also damage plant roots.

Shrub-coppice dune

A small, streamlined dune that forms around brush and clump vegetation.

Side slope (geomorphology)

A geomorphic component of hills consisting of a laterally planar area of a hillside. The overland waterflow is predominantly parallel. Side slopes are dominantly colluvium and slope-wash sediments.

Silica

A combination of silicon and oxygen. The mineral form is called quartz.

Silica-sesquioxide ratio

The ratio of the number of molecules of silica to the number of molecules of alumina and iron oxide. The more highly weathered soils or their clay fractions in warm-temperate, humid regions, and especially those in the tropics, generally have a low ratio.

Silt

As a soil separate, individual mineral particles that range in diameter from the upper limit of clay (0.002 millimeter) to the lower limit of very fine sand (0.05 millimeter). As a soil textural class, soil that is 80 percent or more silt and less than 12 percent clay.

Siltstone

An indurated silt having the texture and composition of shale but lacking its fine lamination or fissility; a massive mudstone in which silt predominates over clay.

Similar soils

Soils that share limits of diagnostic criteria, behave and perform in a similar manner, and have similar conservation needs or management requirements for the major land uses in the survey area.

Sinkhole (map symbol)

A closed, circular or elliptical depression, commonly funnel shaped, characterized by subsurface drainage and formed either by dissolution of the surface of underlying bedrock (e.g., limestone, gypsum, or salt) or by collapse of underlying caves within bedrock. Complexes of sinkholes in carbonate-rock terrain are the main components of karst topography.

Site index

A designation of the quality of a forest site based on the height of the dominant stand at an arbitrarily chosen age. For example, if the average height attained by dominant and codominant trees in a fully stocked stand at the age of 50 years is 75 feet, the site index is 75.

Slickensides (pedogenic)

Grooved, striated, and/or glossy (shiny) slip faces on structural peds, such as wedges; produced by shrink-swell processes, most commonly in soils that have a high content of expansive clays.

Slide or slip (map symbol)

A prominent landform scar or ridge caused by fairly recent mass movement or descent of earthy material resulting from failure of earth or rock under shear stress along one or several surfaces.

Slope

The inclination of the land surface from the horizontal. Percentage of slope is the vertical distance divided by horizontal distance, then multiplied by 100. Thus, a slope of 20 percent is a drop of 20 feet in 100 feet of horizontal distance.

Slope alluvium

Sediment gradually transported down the slopes of mountains or hills primarily by nonchannel alluvial processes (i.e., slope-wash processes) and characterized by particle sorting. Lateral particle sorting is evident on long slopes. In a profile sequence, sediments may be distinguished by differences in size and/or specific gravity of rock fragments and may be separated by stone lines. Burnished peds and sorting of rounded or subrounded pebbles or cobbles distinguish these materials from unsorted colluvial deposits.

Slow refill

The slow filling of ponds, resulting from restricted water transmission in the soil.

Slow water movement

Restricted downward movement of water through the soil. See Saturated hydraulic conductivity.

Sodic (alkali) soil

A soil having so high a degree of alkalinity (pH 8.5 or higher) or so high a percentage of exchangeable sodium (15 percent or more of the total exchangeable bases), or both, that plant growth is restricted.

Sodic spot (map symbol)

An area where the surface layer has a sodium adsorption ratio that is at least 10 more than that of the surface layer of the named soils in the surrounding map unit. The surface layer of the surrounding soils has a sodium adsorption ratio of 5 or less.

Sodicity

The degree to which a soil is affected by exchangeable sodium. Sodicity is expressed as a sodium adsorption ratio (SAR) of a saturation extract, or the ratio of Na^+ to $\text{Ca}^{++} + \text{Mg}^{++}$. The degrees of sodicity and their respective ratios are:

Slight: Less than 13:1

Moderate: 13-30:1

Strong: More than 30:1

Sodium adsorption ratio (SAR)

A measure of the amount of sodium (Na) relative to calcium (Ca) and magnesium (Mg) in the water extract from saturated soil paste. It is the ratio of the Na concentration divided by the square root of one-half of the Ca + Mg concentration.

Soft bedrock

Bedrock that can be excavated with trenching machines, backhoes, small rippers, and other equipment commonly used in construction.

Soil

A natural, three-dimensional body at the earth's surface. It is capable of supporting plants and has properties resulting from the integrated effect of climate and living matter acting on earthy parent material, as conditioned by relief and by the passage of time.

Soil separates

Mineral particles less than 2 millimeters in equivalent diameter and ranging between specified size limits. The names and sizes, in millimeters, of separates recognized in the United States are as follows:

Very coarse sand: 2.0 to 1.0

Coarse sand: 1.0 to 0.5

Medium sand: 0.5 to 0.25

Fine sand: 0.25 to 0.10

Very fine sand: 0.10 to 0.05

Silt: 0.05 to 0.002

Clay: Less than 0.002

Solum

The upper part of a soil profile, above the C horizon, in which the processes of soil formation are active. The solum in soil consists of the A, E, and B horizons. Generally, the characteristics of the material in these horizons are unlike those of the material below the solum. The living roots and plant and animal activities are largely confined to the solum.

Spoil area (map symbol)

A pile of earthy materials, either smoothed or uneven, resulting from human activity.

Stone line

In a vertical cross section, a line formed by scattered fragments or a discrete layer of angular and subangular rock fragments (commonly a gravel- or cobble-sized lag concentration) that formerly was draped across a topographic surface and was later buried by additional sediments. A stone line generally caps material that was subject to weathering, soil formation, and erosion before burial. Many stone lines seem to be buried erosion pavements, originally formed by sheet and rill erosion across the land surface.

Stones

Rock fragments 10 to 24 inches (25 to 60 centimeters) in diameter if rounded or 15 to 24 inches (38 to 60 centimeters) in length if flat.

Stony

Refers to a soil containing stones in numbers that interfere with or prevent tillage.

Stony spot (map symbol)

A spot where 0.01 to 0.1 percent of the soil surface is covered by rock fragments that are more than 10 inches in diameter in areas where the surrounding soil has no surface stones.

Strath terrace

A type of stream terrace; formed as an erosional surface cut on bedrock and thinly mantled with stream deposits (alluvium).

Stream terrace

One of a series of platforms in a stream valley, flanking and more or less parallel to the stream channel, originally formed near the level of the stream; represents the remnants of an abandoned flood plain, stream bed, or valley floor produced during a former state of fluvial erosion or deposition.

Stripcropping

Growing crops in a systematic arrangement of strips or bands that provide vegetative barriers to wind erosion and water erosion.

Structure, soil

The arrangement of primary soil particles into compound particles or aggregates. The principal forms of soil structure are:

Platy: Flat and laminated

Prismatic: Vertically elongated and having flat tops

Columnar: Vertically elongated and having rounded tops

Angular blocky: Having faces that intersect at sharp angles (planes)

Subangular blocky: Having subrounded and planar faces (no sharp angles)

Granular: Small structural units with curved or very irregular faces

Structureless soil horizons are defined as follows:

Single grained: Entirely noncoherent (each grain by itself), as in loose sand

Massive: Occurring as a coherent mass

Stubble mulch

Stubble or other crop residue left on the soil or partly worked into the soil. It protects the soil from wind erosion and water erosion after harvest, during preparation of a seedbed for the next crop, and during the early growing period of the new crop.

Subsoil

Technically, the B horizon; roughly, the part of the solum below plow depth.

Subsoiling

Tilling a soil below normal plow depth, ordinarily to shatter a hardpan or claypan.

Substratum

The part of the soil below the solum.

Subsurface layer

Any surface soil horizon (A, E, AB, or EB) below the surface layer.

Summer fallow

The tillage of uncropped land during the summer to control weeds and allow storage of moisture in the soil for the growth of a later crop. A practice common in semiarid regions, where annual precipitation is not enough to produce a crop every year. Summer fallow is frequently practiced before planting winter grain.

Summit

The topographically highest position of a hillslope. It has a nearly level (planar or only slightly convex) surface.

Surface layer

The soil ordinarily moved in tillage, or its equivalent in uncultivated soil, ranging in depth from 4 to 10 inches (10 to 25 centimeters). Frequently designated as the "plow layer," or the "Ap horizon."

Surface soil

The A, E, AB, and EB horizons, considered collectively. It includes all subdivisions of these horizons.

Talus

Rock fragments of any size or shape (commonly coarse and angular) derived from and lying at the base of a cliff or very steep rock slope. The accumulated mass of such loose broken rock formed chiefly by falling, rolling, or sliding.

Taxadjuncts

Soils that cannot be classified in a series recognized in the classification system. Such soils are named for a series they strongly resemble and are designated as taxadjuncts to that series because they differ in ways too small to be of consequence in interpreting their use and behavior. Soils are recognized as taxadjuncts only when one or more of their characteristics are slightly outside the range defined for the family of the series for which the soils are named.

Terminal moraine

An end moraine that marks the farthest advance of a glacier. It typically has the form of a massive arcuate or concentric ridge, or complex of ridges, and is underlain by till and other types of drift.

Terrace (conservation)

An embankment, or ridge, constructed across sloping soils on the contour or at a slight angle to the contour. The terrace intercepts surface runoff so that water soaks into the soil or flows slowly to a prepared outlet. A terrace in a field

generally is built so that the field can be farmed. A terrace intended mainly for drainage has a deep channel that is maintained in permanent sod.

Terrace (geomorphology)

A steplike surface, bordering a valley floor or shoreline, that represents the former position of a flood plain, lake, or seashore. The term is usually applied both to the relatively flat summit surface (tread) that was cut or built by stream or wave action and to the steeper descending slope (scarp or riser) that has graded to a lower base level of erosion.

Terracettes

Small, irregular steplike forms on steep hillslopes, especially in pasture, formed by creep or erosion of surficial materials that may be induced or enhanced by trampling of livestock, such as sheep or cattle.

Texture, soil

The relative proportions of sand, silt, and clay particles in a mass of soil. The basic textural classes, in order of increasing proportion of fine particles, are *sand, loamy sand, sandy loam, loam, silt loam, silt, sandy clay loam, clay loam, silty clay loam, sandy clay, silty clay, and clay*. The sand, loamy sand, and sandy loam classes may be further divided by specifying "coarse," "fine," or "very fine."

Thin layer

Otherwise suitable soil material that is too thin for the specified use.

Till

Dominantly unsorted and nonstratified drift, generally unconsolidated and deposited directly by a glacier without subsequent reworking by meltwater, and consisting of a heterogeneous mixture of clay, silt, sand, gravel, stones, and boulders; rock fragments of various lithologies are embedded within a finer matrix that can range from clay to sandy loam.

Till plain

An extensive area of level to gently undulating soils underlain predominantly by till and bounded at the distal end by subordinate recessional or end moraines.

Tilth, soil

The physical condition of the soil as related to tillage, seedbed preparation, seedling emergence, and root penetration.

Toeslope

The gently inclined surface at the base of a hillslope. Toeslopes in profile are commonly gentle and linear and are constructional surfaces forming the lower part of a hillslope continuum that grades to valley or closed-depression floors.

Topsoil

The upper part of the soil, which is the most favorable material for plant growth. It is ordinarily rich in organic matter and is used to topdress roadbanks, lawns, and land affected by mining.

Trace elements

Chemical elements, for example, zinc, cobalt, manganese, copper, and iron, in soils in extremely small amounts. They are essential to plant growth.

Tread

The flat to gently sloping, topmost, laterally extensive slope of terraces, flood-plain steps, or other stepped landforms; commonly a recurring part of a series of natural steplike landforms, such as successive stream terraces.

Tuff

A generic term for any consolidated or cemented deposit that is 50 percent or more volcanic ash.

Upland

An informal, general term for the higher ground of a region, in contrast with a low-lying adjacent area, such as a valley or plain, or for land at a higher elevation than the flood plain or low stream terrace; land above the footslope zone of the hillslope continuum.

Valley fill

The unconsolidated sediment deposited by any agent (water, wind, ice, or mass wasting) so as to fill or partly fill a valley.

Variegation

Refers to patterns of contrasting colors assumed to be inherited from the parent material rather than to be the result of poor drainage.

Varve

A sedimentary layer or a lamina or sequence of laminae deposited in a body of still water within a year. Specifically, a thin pair of graded glaciolacustrine layers seasonally deposited, usually by meltwater streams, in a glacial lake or other body of still water in front of a glacier.

Very stony spot (map symbol)

A spot where 0.1 to 3.0 percent of the soil surface is covered by rock fragments that are more than 10 inches in diameter in areas where the surface of the surrounding soil is covered by less than 0.01 percent stones.

Water bars

Smooth, shallow ditches or depressional areas that are excavated at an angle across a sloping road. They are used to reduce the downward velocity of water and divert it off and away from the road surface. Water bars can easily be driven over if constructed properly.

Weathering

All physical disintegration, chemical decomposition, and biologically induced changes in rocks or other deposits at or near the earth's surface by atmospheric or biologic agents or by circulating surface waters but involving essentially no transport of the altered material.

Well graded

Refers to soil material consisting of coarse grained particles that are well distributed over a wide range in size or diameter. Such soil normally can be easily increased in density and bearing properties by compaction. Contrasts with poorly graded soil.

Wet spot (map symbol)

A somewhat poorly drained to very poorly drained area that is at least two drainage classes wetter than the named soils in the surrounding map unit.

Wilting point (or permanent wilting point)

The moisture content of soil, on an oven-dry basis, at which a plant (specifically a sunflower) wilts so much that it does not recover when placed in a humid, dark chamber.

Windthrow

The uprooting and tipping over of trees by the wind.



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

Item No. 9.c.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Bondurant Urban Renewal Area

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS:

The attached resolution approves an amendment to the City's Urban Renewal Plan.

The City of Bondurant is undertaking an amendment to the **Bondurant Urban Renewal Area** and its associated **Urban Renewal Plan** to add additional property and authorize a new economic development project within the expanded area. Bond counsel (Dorsey & Whitney) has prepared the required resolutions and supporting documents and the City Council set the date of the public hearing for **January 20, 2026**, at its December 15, 2025, meeting.

The proposed amendment would:

1. **Expand the boundaries** of the existing Urban Renewal Area to include additional property intended for future commercial and industrial development; and
2. **Add a new urban renewal project**, the *Timmins Industrial Park Public Infrastructure Project*, which would allow the use of Tax Increment Financing (TIF) to construct streets, utilities, stormwater, signalization, and related public improvements needed to support development in and around the Timmins Industrial Park.

In accordance with Iowa Code Chapter 403, several procedural steps must occur prior to adoption:

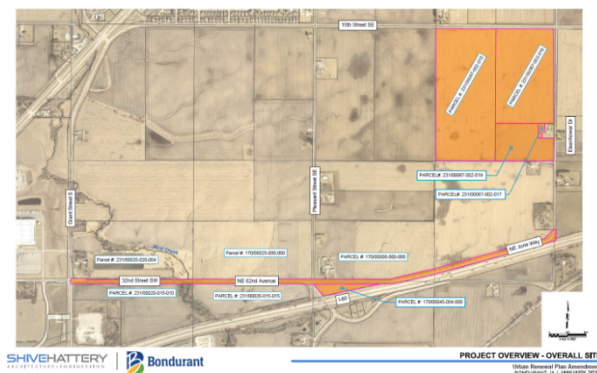
The following procedural elements have been satisfied:

- Publication of the Public Hearing Notice: A notice was published as duly required by law.
- Referral to the Planning & Zoning Commission: The Commission reviewed the plan at its January 8, 2026, meeting and recommends approval, finding that the plan amendment conforms to the City's Comprehensive Plan.
- Consultation meeting with affected taxing entities, specifically Polk County and the Bondurant–Farrar Community School District: This consultation with required notice and distribution of the draft amendment was held January 13, 2026. Staff answered questions from County staff.
- Agricultural landowner consent for any included agricultural parcels: The consents have been signed and are included in the Urban Renewal file.
- County consent resolution, as part of the amendment area lies within two miles of the city limits: This consent has been obtained, with approval from the County Supervisors and is included in the Urban Renewal file.

The amendments position the City to facilitate future economic development, support infrastructure investment, and leverage TIF as an important financial tool in advancing Bondurant's long-term planning and growth strategies.

A consultation meeting was held with Polk County and the Bondurant-Farrar Community School District on January 13, 2026, as required by State Code.

Below is a map of the area to be added to the Urban Renewal Area with this amendment.



FUNDING SOURCE: General Fund to prepare and publish plan amendment, recouped by TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-30

CITY OF BONDURANT
RESOLUTION NO. 260120-30

RESOLUTION TO DECLARE NECESSITY AND ESTABLISH AN URBAN
RENEWAL AREA, PURSUANT TO SECTION 403.4 OF THE CODE OF
IOWA AND APPROVE URBAN RENEWAL PLAN AMENDMENT FOR
THE BONDURANT URBAN RENEWAL AREA

WHEREAS as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the development of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS the City Council of the City of Bondurant, Iowa (the “City”) has previously created the Bondurant Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the description set out in Exhibit A hereto; and

WHEREAS the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development area; and

WHEREAS an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of using tax increment financing to pay the costs of constructing public infrastructure improvements to support commercial and/or industrial development; and

WHEREAS notice of a public hearing by the City Council on the question of establishing the Property as an urban renewal area and on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on January 20, 2026; and

WHEREAS copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Polk County and the Bondurant-Farrar Community School District; the consultation meeting was held on January 13, 2026; and responses to any comments or recommendations received following the consultation meeting were made as required by law; and

NOW, THEREFORE, It Is Resolved by the City Council of the City of Bondurant, Iowa, as follows:

Section 1. An economic development area as defined in Chapter 403 of the Code of Iowa, is found to exist on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa and is hereby designated the January 2026 Addition to the Bondurant Urban Renewal Area.

Section 3. The development of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. The proposed Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole;

B. The proposed economic development projects described in the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives; and

C. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 5. The Amendment attached hereto and made a part hereof, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved January 20, 2026.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				

CITY OF BONDURANT, IOWA

URBAN RENEWAL PLAN AMENDMENT
BONDURANT URBAN RENEWAL AREA

January, 2026 (Industrial Infrastructure – Southeastern Annexation Area)

The Urban Renewal Plan (the “Plan”) for the Bondurant Urban Renewal Area (the “Urban Renewal Area”) of the City of Bondurant, Iowa (the “City”) is being amended for the purposes of adding certain real property to the Urban Renewal Area and identifying a new urban renewal project to be undertaken therein.

1) Addition of Property. The real property (the "Property") legally described on Exhibit A hereto is, by virtue of this Amendment, being added as the January, 2026 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Urban Renewal Area.

2) Identification of Project. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Name of Project: Timmins Industrial Park Public Infrastructure Project

Date of Council Approval of Project: January 20, 2026

Description of Project and Project Site: The Timmins Industrial Park Public Infrastructure Project will include the construction of public infrastructure necessary to serve new commercial and/or industrial development in the Timmins Industrial Park including (i) the construction of street, storm water drainage, sanitary sewer system, water system, and sidewalk/trail improvements; (ii) the acquisition and installation of signalization, signage, and lighting improvements; and (iii) the incidental utility, landscaping, site clearance and cleanup work related thereto.

It is expected that the completed Timmins Industrial Park Public Infrastructure Project will cause increased and improved ability of the City to provide adequate public infrastructure for the promotion of economic development in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Timmins Industrial Park Public Infrastructure Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Timmins Industrial Park Public Infrastructure Project with borrowed funds and/or the proceeds of internal advances of City funds on-hand. In any case,

the City's obligations (the "Obligations") will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Timmins Industrial Park Public Infrastructure Project will not exceed \$24,000,000, plus any interest expense incurred on the Obligations.

3) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$58,272,419</u>
Outstanding general obligation debt of the City:	<u>\$42,810,000</u>
Proposed debt to be incurred under the January, 2026 Amendment*:	<u>\$24,000,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

EXHIBIT A
Legal Description
Expanded Bondurant Urban Renewal Area
(January, 2026 Addition)

A PORTION OF THE SOUTH HALF OF THE SW 1/4 (EXCEPT THAT PART TAKEN BY CONDEMNATION RECORDED IN BOOK 3216, PAGE 1) OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SAID PORTION BEING MORE ACCURATELY DESCRIBED AS THE PRESENTLY ESTABLISHED RIGHT-OF-WAY OF NE 62ND AVENUE, AND A 12.00 FEET WIDE TRACT OF LAND, MEASURED PERPENDICULAR, LYING NORTH OF AND ADJOINING SAID RIGHT-OF-WAY, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS, INCLUDING HOMESTEAD

AND:

A PORTION OF THE SOUTH HALF OF THE SW ¼ (EXCEPT THAT PART TAKEN BY CONDEMNATION RECORDED IN BOOK 3216, PAGE 1) OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SAID PORTION LYING NORTH OF AND ADJOINING THE NORTH RIGHT-OF-WAY LINE OF NE JORIE WAY, AS IT IS PRESENTLY ESTABLISHED, AND A PORTION OF PARCEL 2025-145 LOCATED ION THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., POLK COUNTY, IOWA AS SHOWN ON THE PLAT OF SURVEY RECORDED AS DOCUMENT 202500062428, BOOK 20305, PAGE 338, IN THE RECORDS OF POLK COUNTY, IOWA ON OCTOBER 20, 2025, AND A 19.00 FEET WIDE TRACT, MEASURED PERPENDICULAR, LYING NORTH OF AND ADJOINING SAID PARCEL 2025-145

A PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SAID PORTION BEING MORE ACCURATELY DESCRIBED AS THE PRESENTLY ESTABLISHED RIGHT-OF-WAY OF NE 62ND AVENUE, AND A 15 FEET WIDE TRACT OF LAND, MEASURED PERPENDICULAR, LYING SOUTH OF AND ADJOINING SAID RIGHT-OF-WAY, EXCEPT THAT PART TAKEN BY CONDEMNATION FOR INTERSTATE HIGHWAY

A PORTION OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SAID PORTION BEING MORE ACCURATELY DESCRIBED AS THE PRESENTLY ESTABLISHED RIGHT-OF-WAY OF NE 62ND AVENUE, AND A 15 FEET WIDE TRACT OF LAND, MEASURED

PERPENDICULAR, LYING SOUTH OF AND ADJOINING SAID RIGHT-OF-WAY

A PORTION OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SAID PORTION BEING MORE ACCURATELY DESCRIBED AS THE PRESENTLY ESTABLISHED RIGHT-OF-WAY OF 32ND STREET SW, AND A 15 FEET WIDE TRACT OF LAND, MEASURED PERPENDICULAR, LYING SOUTH OF AND ADJOINING SAID RIGHT-OF-WAY

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH RANGE 22 WEST OF THE 5TH P.M., POLK COUTY, IOWA, SAID PORTION BEING MORE ACCURATELY DESCRIBED AS THE RIGHT-OF-WAY OF WAY OF 32ND STREET SE, AS IT IS PRESENTLY ESTABLISHED

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH RANGE 22 WEST OF THE 5TH P.M., POLK COUTY, IOWA, SAID PORTION BEING MORE ACCURATELY DESCRIBED AS THE RIGHT-OF-WAY OF 32ND STREET SE, AS IT IS PRESENTLY ESTABLISHED

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; THENCE N 00°00' E 505.00 FEET ALONG THE SECTION LINE; THENCE S 89°51'15" W 290.00 FEET; ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 5, TO THE POINT OF BEGINNING; THENCE S 89°51'15" W 84.00 FEET; THENCE N 00°00' W 315.00 FEET; THENCE N 89°51'15" E 147.00 FEET; THENCE S 04°21'15" W 164.00 FEET; THENCE S 53°59' W 62.43 FEET; THENCE S 00°00' E 115.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.84 ACRES, MORE OR LESS

THE WEST ONE-HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION FIVE (5), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-TWO (22) WEST OF THE FIFTH P.M.

EAST FRACTIONAL HALF OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH 820 FEET THEREOF) OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., IOWA

BEGINNING AT THE NW CORNER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; THENCE N89°59'E 1725.8 FEET ON THE NORTH LINE OF SAID SECTION 8 TO A POINT 150 FEET NORMALLY DISTANT NORTHERLY FROM THE CENTERLINE OF INTERSTATE ROUTE NO. 80; THENCE S78°01'W, 1520.9 FEET PARALLEL TO THE CENTERLINE OF SAID INTERSTATE TO A POINT 60 FEET NORMALLY DISTANCE NORTHEASTERLY FROM THE CENTERLINE OF RELOCATED SOUTH ROAD; THENCE N41°59'W 355.5 FEET PARALLEL TO THE CENTERLINE OF SAID SOUTH ROAD TO A POINT ON THE WEST LINE OF SAID SECTION 8; THENCE N00°05'E 52.3 FEET ON THE WEST LINE OF SAID SECTION 8, TO THE NW CORNER THEREOF, THE POINT OF BEGINNING

THE SOUTH 820 FEET OF THE EAST FRACTIONAL $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; EXCEPT THE NORTH 315 FEET OF THE EAST 374 FEET THEREOF



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

Item No. 9.d.
For Meeting of 1/20/2026
Resolution

TITLE: - Resolution awarding the contract for the Southeast Trunk Sewer Project to Thorpe Contracting LLC in the amount of \$356,974.74

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This contract is for the SE Trunk Sewer Project, which will be a new sanitary sewer trunk line that will serve the area east of Mud Creek and will allow for future expansion in the newly annexed industrial area around the Timmins Certified site. Attached is a table showing the bid results from the public bid opening on January 13th, 2026. The engineer's estimate of cost for the project was \$509,265.00.

Based on review of the bids by Greenwood Consulting and City Staff, Thorpe Contracting LLC. Is the lowest responsive bidder for the project at \$356,974.74.

FUNDING SOURCE: Sewer Utility Fund

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260120-31
2. Southeast Trunk Sewer Bid Tabulation

CITY OF BONDURANT
RESOLUTION NO. 260120-31

RESOLUTION AWARDING THE CONTRACT AND BOND FOR THE SE TRUNK
SEWER PROJECT TO THORPE CONTRACTING LLC. IN THE AMOUNT OF
\$356,974.74

WHEREAS, on December 15th, 2025, the City of Bondurant approved the order of construction for the SE Trunk Sewer Project; AND

WHEREAS, on January 13th, 2026, the City of Bondurant received the bids for the Projects; AND

WHEREAS the location of the work and the kinds and sizes of materials proposed to be used as follows:

Construct Southeast Trunk Sewer including all labor, materials and equipment necessary for approximately 2,483 linear feet of 15-inch sanitary sewer installed in open cut, connections to existing manhole, manholes, surface restoration and miscellaneous associated work, including cleanup. The project is located south of 32Nd Street SE west of Pleasant Street in Bondurant, Iowa.

WHEREAS the City Council approves the contract and bond for the SE Trunk Sewer Project; AND

WHEREAS, payments are to be made to Thorpe Contracting LLC. in accordance with and subject to the provisions embodied in the documents made a part of the contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that SE Trunk Sewer Project contract is awarded to Thorpe Contracting LLC. and the contract and bond are hereby approved, pending review by legal counsel.

Passed this 20th day of January 2026,

By: _____

Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				

BID TABULATION
SOUTHEAST TRUNK SEWER
BONDURANT, IOWA

1 Construct Southeast Trunk Sewer for the following unit and lump sum prices:				Engineers Estimate		Thorpe Contracting, LLC PO Box 220 Adel, IA 50003		Evolution Contracting 4350 Capitol Cir. Grimes, IA 50111		Rognes Corp 1609 N. Ankeny Blvd Ste 210 Ankeny, IA 50023		Absolute Group PO Box 430 Granger, IA 50109	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Sanitary Sewer - Trenched, 15"	LF	2463	\$ 155.00	\$ 381,765.00	\$ 102.79	\$ 253,171.77	\$ 105.00	\$ 258,615.00	\$ 123.00	\$ 302,949.00	\$ 116.00	\$ 285,708.00
2	Sanitary Sewer - Trenched, 16" DI	LF	20	155.00	3,100.00	248.86	4,977.20	402.00	8,040.00	286.00	5,720.00	280.00	5,600.00
3	Manholes, Type SW-301, 48" Diameter	EA	8	8,000.00	64,000.00	5,224.20	41,793.60	5,300.00	42,400.00	5,380.00	43,040.00	6,055.00	48,440.00
4	Connection to Existing Manhole	EA	1	5,000.00	5,000.00	11,771.77	11,771.77	39,500.00	39,500.00	16,660.00	16,660.00	11,650.00	11,650.00
5	Field Title Replacement - Up to 12"	LF	200	40.00	8,000.00	7.32	1,464.00	33.50	6,700.00	23.00	4,600.00	52.00	10,400.00
6	Rip-Rap	TON	140	60.00	8,400.00	131.73	18,442.20	118.00	16,520.00	73.00	10,220.00	72.00	10,080.00
7	Seeding - SUDAS Type 2	ACRE	3	2,000.00	6,000.00	1,302.31	3,906.93	1,950.00	5,850.00	2,020.00	6,060.00	2,000.00	6,000.00
8	Construction Staking	LS	1	7,500.00	7,500.00	4,760.09	4,760.09	12,808.00	12,808.00	4,375.00	4,375.00	5,330.00	5,330.00
9	Trench Compaction Testing	LS	1	8,000.00	8,000.00	3,261.27	3,261.27	2,906.00	2,906.00	3,000.00	3,000.00	4,575.00	4,575.00
10	Erosion Control	LS	1	15,000.00	15,000.00	12,205.37	12,205.37	11,000.00	11,000.00	10,660.00	10,660.00	16,700.00	16,700.00
11	Traffic Control	LS	1	2,500.00	2,500.00	1,220.54	1,220.54	1,650.00	1,650.00	2,245.00	2,245.00	25,000.00	25,000.00
TOTAL BID (Items 1.1 - 1.11)				\$509,265.00		\$356,974.74		\$405,989.00		\$409,529.00		\$429,483.00	

1 Construct Southeast Trunk Sewer for the following unit and lump sum prices:				Mainline Construction Inc. 773 NE 47th Place Des Moines, IA 50313		Wynn Company, LLC 1502 LeClaire Street Warsaw, IL 62379		Iowa Pipe and Grading LLC 1588 Xenia Drive Ames, IA 50014		On Track Construction LLC 1435 West F Ave. Nevada, IA 50201		S. M. Hentges & Sons Inc. 650 Quaker Avenue Jordan, MN 55352	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Sanitary Sewer - Trenched, 15"	LF	2463	\$ 124.00	\$ 305,412.00	\$ 142.00	\$ 349,746.00	\$ 140.50	\$ 346,051.50	\$ 165.00	\$ 406,395.00	\$ 160.00	\$ 394,080.00
2	Sanitary Sewer - Trenched, 16" DI	LF	20	602.00	12,040.00	500.00	10,000.00	245.00	4,900.00	365.00	7,300.00	500.00	10,000.00
3	Manholes, Type SW-301, 48" Diameter	EA	8	7,200.00	57,600.00	8,000.00	64,000.00	7,155.00	57,240.00	4,975.00	39,800.00	8,500.00	68,000.00
4	Connection to Existing Manhole	EA	1	19,500.00	19,500.00	4,000.00	4,000.00	45,475.50	45,475.50	20,000.00	20,000.00	69,120.00	69,120.00
5	Field Title Replacement - Up to 12"	LF	200	30.00	6,000.00	20.00	4,000.00	15.00	3,000.00	18.00	3,600.00	50.00	10,000.00
6	Rip-Rap	TON	140	74.00	10,360.00	120.00	16,800.00	95.00	13,300.00	80.00	11,200.00	95.00	13,300.00
7	Seeding - SUDAS Type 2	ACRE	3	1,500.00	4,500.00	1,500.00	4,500.00	3,150.00	9,450.00	2,000.00	6,000.00	1,500.00	4,500.00
8	Construction Staking	LS	1	4,000.00	4,000.00	10,000.00	10,000.00	4,500.00	4,500.00	4,000.00	4,000.00	6,000.00	6,000.00
9	Trench Compaction Testing	LS	1	4,150.00	4,150.00	10,000.00	10,000.00	3,500.00	3,500.00	5,200.00	5,200.00	4,500.00	4,500.00
10	Erosion Control	LS	1	8,500.00	8,500.00	4,000.00	4,000.00	4,600.00	4,600.00	16,500.00	16,500.00	8,500.00	8,500.00
11	Traffic Control	LS	1	200.00	200.00	6,000.00	6,000.00	3,000.00	3,000.00	5,000.00	5,000.00	3,500.00	3,500.00
TOTAL BID (Items 1.1 - 1.11)				\$432,262.00		\$483,046.00		\$495,017.00		\$524,995.00		\$591,500.00	

I hereby certify that this is a true tabulation of bids
received on January 13, 2026 by the City
of Bondurant, Iowa

H. Robert Veenstra Jr., P.E.
Iowa License No. 9037
My license renewal date is December 31, 2026





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

Item No. 10.a.
For Meeting of 1/20/2026
Discussion Item

TITLE: Amending the Bondurant Nuisance and Junk Motor Vehicle Codes

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

Isaac Pezley, City Planner

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: City staff is bringing amended Nuisance and Junk Motor Vehicle Code sections for review and discussion. The proposed code amendments are combining existing codes with other related nuisance and junk motor vehicle codes from other metro and Iowa communities. The intent is to provide stronger language and clearer direction for City staff to enforce said code sections. City staff is looking for direction from the City Council on what staff's priorities should be in enforcement of the nuisance and junk motor vehicle codes. These code sections have been reviewed by legal counsel. If the City Council determines the code amendments are needed, City staff will place an ordinance adopting the code amendments on the February 2, 2026 City Council agenda.

FUNDING SOURCE: NA for adoption; however, additional funding for legal counsel will be included in the budget for enforcement

STAFF RECOMMENDATION: Discussion item

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Chapter 50 - Nuisance Abatement
2. Chapter 51 - Junk Vehicles

CHAPTER 50

NUISANCES GENERALLY

50.01 Definition of Nuisance	50.08 Request for Hearing
50.02 Nuisances Enumerated	50.09 Abatement in Emergency
50.03 Other Conditions	50.10 Abatement by City
50.04 Nuisances Prohibited	50.11 Collection of Costs
50.05 Nuisance Abatement	50.12 Installment Payment of Cost of Abatement
50.06 Notice to Abate: Contents	50.13 Failure to Abate
50.07 Method of Service	50.14 Continued Nuisance

50.01 DEFINITION OF NUISANCE. Whatever is injurious to health, indecent, unreasonably offensive to the senses, or an obstruction to the free use of property so as to interfere unreasonably with the comfortable enjoyment of life or property is a nuisance. (Code of Iowa, § 657.1)

50.02 NUISANCES ENUMERATED. The following subsections include, but do not limit, conditions the City declares to be nuisances pursuant to its authority under Iowa Code §364.12. The conditions listed shall be considered nuisances whether occurring on public or private property:

1. Noxious exhalations, offensive smells. The erecting, continuing, or using of any building or place for any trade, employment, or manufacture that, by occasioning noxious exhalations, offensive smells, or other material annoyances, becomes injurious or dangerous to health, comfort or property.
2. Filth or noxious, offensive substances. The causing, permitting, or allowing of refuse, solid waste, yard waste, garbage, manure, hazardous waste, junk, salvage materials, or other offensive substances to accumulate, remain, or be deposited in or upon any street, alley, right-of-way, public property, or private lot, or in upon any pond or pool of water.
 - A. Noxious substances. Any substance, solid or fluid, that is offensive, detrimental to health, hurtful or dangerous.
3. Water obstruction or pollution.
 - A. Corrupting or rendering unwholesome or impure the water of any river, stream or pond, or unlawfully diverting the same to the injury or prejudice of others.
 - B. Obstructing or impeding, without legal authority, the passage of any navigable waterway.
 - C. Allowing stagnant water to exist on any property, including water allowed to accumulate in containers or materials.

4. Blocking public and private ways. Obstructing or encumbering-public roads, private ways, streets, alleys, sidewalks, commons, landing places, or burial grounds.
5. Billboards. Billboards-or signs, obstructing the view of a public street or railroad or tracks so as to create a hazard (See Section 62.09)
6. Storing flammable junk. Depositing or storing flammable junk, such as rags, rope, rubber, bones or paper, within the fire limits of the City, unless stored in a fire-rated structure. (See Chapter 51)
7. Air pollution. Emission of dense smoke, noxious fumes, fly ash, or pollutants injurious to health.
8. Weeds, grass and other dense growth.
 - A. Dense growth of weeds, vines, brush or vegetation so as to constitute a health, safety or fire hazard;
 - B. Noxious or invasive grasses or weeds as defined by Iowa law or the Polk County Weed Commission;
 - C. Grass or similar vegetation exceeding eight (8) inches in height.
 - D. Subsection A and C do not apply to intentionally planted vegetable or flower gardens maintained free of weeds.
 - E. A minimum of forty-eight (48) hours shall be allowed for correction after notice.

(Ordinance No. 03-223)

9. Diseased trees. Trees infected with Dutch Elm Disease, Emerald Ash Borer or other diseases. See Section 151.10.
10. Airport, airspace hazards. Any object or structure erected within 1,000 feet of an airport, that endangers or obstructs aircraft operations unless a permitted use.
11. Houses of ill fame. Properties used for prostitution, gambling criminal gang activity, unlawful controlled substance-use, or other disorderly conduct disturbing others.
12. Sump pump discharge. Discharging sump pumps onto streets, sidewalks, alleys, public rights-of-way, or neighboring private property.
13. Depositing materials.
 - A. Storing flammable junk within fire limits unless in a fire-rated building.
 - B. Depositing or allowing mud, dirt, gravel or debris on any public street, alley, or sidewalk.
14. Slaughtering animals. Slaughtering, processing or hanging animals or fowl in residential areas unless done entirely inside a permanent structure.
15. Harboring vermin. Creating or allowing conditions conducive to the harborage or breeding of vermin, such as rats, mice, raccoons, opossums, snakes, pigeons, insects, or similar pests.
16. Prohibited outdoor storage. Storing in outdoor areas items not intended or designed for outdoor storage, including building materials (unless part of an active permitted project), abandoned or inoperable vehicles, auto parts, scrap materials, tires, pallets, debris, unused furniture, fixtures, appliances; indoor furniture, tarps used in place of structure walls, and other items not required for day-to-day exterior use, when stored for more than seven days.

- A. This subsection does not apply to properly screened commercial or industrial storage areas. (See Section 179.02)
- 17. Abandoned vehicles, equipment, or materials. Attractive nuisance dangerous to children including abandoned vehicles, appliances, pools, ponds, excavations, machinery, or construction debris.
- 18. Property maintenance.
 - A. Walls, fences or hedges constituting hazards to persons, property or traffic.
 - B. Discarded or unused materials inconsistent with the condition of surrounding properties.
 - C. Excavations or depressions more than three feet deep that remain for more than thirty days and are not part of active permitted construction.
 - D. Items on commercial property not normally used in daily operations stored outdoors without enclosure.
 - E. Any hazardous condition on property which may contribute to injury, including, open holes, open foundations, open wells, or dangerous trees or limbs.
 - F. Any condition creating an imminent threat to health or violating health or sanitation laws.
- 19. Parking and driveways. In residential zones or properties used residentially, motor vehicles must be parked on paved surfaces. Vehicles shall not be driven over curbs of lawns to access pavement. Occasional temporary parking (e.g., events, snow emergencies, loading/unloading) is permitted as regulated by the City Administrator.

50.03 OTHER CONDITIONS. Nuisances also include conditions regulated in:

- 1. Abandoned or Junk Motor Vehicles (Chapter 51)
- 2. Storage and Disposal of Solid Waste (Chapter 105)
- 3. Trees (Chapter 151)

50.04 NUISANCES PROHIBITED. The creation or maintenance of a nuisance is prohibited. A nuisance, may be abated by the City as provided in this chapter or State law. (Code of Iowa, § 657.3)

50.05 NUISANCE ABATEMENT. When the City Administrator or other authorized officer determines a nuisance exists, the officer shall serve written notice ordering abatement within a reasonable (Code of Iowa, § 364.12(3)(h))

50.06 NOTICE TO ABATE: CONTENTS. The notice shall contain:

- 1. A description of the nuisance;
- 2. The location of the nuisance;
- 3. The acts necessary to abate the nuisance;
- 4. A reasonable time to complete abatement determined by the City Administrator based on number and type of nuisances present.

5. A statement that if the nuisance is not abated and no hearing is requested, the City will abate it and assess costs. (Code of Iowa, § 364.12(3)(h))

50.07 METHOD OF SERVICE.

1. Notice to abate may be, served by:
 - a. Certified mail, to the property owner of record;
 - b. Regular first-class mail to the property owner or responsible party,
 - c. Personal service;
 - d. Posting the notice securely to the front door of the property.
2. For recurring, seasonal, or readily observable nuisance including tall grass,—weeds overgrown vegetation, and prohibited outdoor storage, the City declares that this chapter constitutes notice in the form of an ordinance under Iowa Code § 364.12(3)(h). Such nuisances may be abated without further individual, written or certified-mail notice.
3. Nothing prevents the City from providing additional notice by any lawful means.
2. “Responsible party” includes any person having possession or control of property, including agent, assignee or rent collector, contract holder; mortgagee or vendee in possession; receiver or executor or trustee; lessee; or any person exercising apparent control.

50.08 REQUEST FOR HEARING. A person ordered to abate a nuisance may request a hearing before the City Council by filing a written request with the City Administrator within the time stated in the notice. If no hearing is requested within the time stated in the notice, it shall be deemed that the nuisance exists as stated and the City may proceed with abatement. The Council’s decision shall be final.

50.09 ABATEMENT IN EMERGENCY.

1. If a nuisance exists an immediate and serious threat to public health or safety, the City may abate it without prior notice.
2. After abatement, the City shall provide written notice to the property oner describing:
 - a. The action taken;
 - b. The emergency basis;
 - c. The costs incurred;
 - d. The right to request a hearing under Section 50.08.
3. Costs shall be assessed as provided in Section 50.11 (Code of Iowa, § 364.12(3)(H))

50.10 ABATEMENT BY CITY. If a person fails to abate a nuisance as directed, the City may perform the work and keep an itemized record of expenses. (Code of Iowa, § 364.12(3)(h))

50.11 COLLECTION OF COSTS. The City Administrator shall mail a statement of abatement costs by certified mail. If unpaid after one month, the costs shall be certified to the County Treasurer for collection with property taxes. (Code of Iowa, § 364.12(3)(h))

50.12 INSTALLMENT PAYMENT OF COST OF ABATEMENT. If abatement costs exceed \$1,500, the City may permit payment in up to ten annual installments under the same terms applicable to special assessments. (Code of Iowa, § 364.13)

50.13 FAILURE TO ABATE. Any person who fails to abate a nuisance as required is in violation of this Code.

50.14 CONTINUED NUISANCES. Any property on which the same or a substantially similar nuisance recurs within twelve (12) months after abatement is declared a continued nuisance. This chapter constitutes notice in the form of an ordinance under (Code of Iowa, § 364.12(3)(h)) that continued nuisances may be abated without additional individual written notice. The City may abate and assess costs as provided in Section 50.11.

CHAPTER 51

ABANDONED OR JUNK MOTOR VEHICLES

51.01 Definitions	51.08 Emergency Removal of Junk Motor Vehicles
51.02 Junk Vehicles Prohibited	51.09 Redemption of Impounded Vehicle; Fees
51.03 Junk Vehicles a Nuisance	51.10 Duty of Property Owner to Remove or Repair
51.04 Exceptions	51.11 Hearing
51.05 Notice of Violations	51.12 Prima Facie Presumption
51.06 Abatement	51.13 Penalty
51.07 Interference with Removal of Junk Motor Vehicles	51.14 Notice in the Form of an Ordinance

51.01 DEFINITIONS. For use in this chapter, the following terms are defined:

1. **“Abandoned vehicle”** means any vehicle that meets the definition of abandoned vehicle as defined by Chapter 80 of the Bondurant City Code and Iowa Code § 321.89(1).
2. **“Enclosed structure”** means any structure or portion thereof built for the enclosure of property, containing a roof and having exterior walls and/or doors.
3. **“Inoperable”** means not capable of being operated under its own power, both forward and backwards.
4. **“Junk vehicle”** means any vehicle, trailer or semi-trailer stored within the corporate limits of the city that meets one or more of the nuisance conditions described below and constitutes a threat to public health or safety under Iowa Code § 364.12(3)(a):
 - a. any vehicle, trailer or semi-trailer which is inoperable and remains in that condition for more than forty-eight (48) hours;
 - b. any vehicle, trailer or semi-trailer which has become the habitat of rats, mice, snakes or any other vermin or insects;
 - c. any vehicle, trailer or semi-trailer which contains stored gasoline or other fuel, paper, cardboard, wood or other combustible materials, garbage, refuse, solid waste, debris, etc. in a manner that creates a fire, health or environmental hazard;
 - d. any vehicle, trailer or semi-trailer used for storage purposes or harborage, cage or dwelling for animals of any kind;
 - e. any vehicle, trailer or semi-trailer which because of its defective or obsolete condition creates a demonstrable hazard to public health or safety
 - f. any vehicle lacking current registration, when combined with another nuisance condition listed in this subsection

- g. any vehicle missing essential components such that it cannot be moved under its own power;
- h. any vehicle stored outdoors for an extended duration in a condition meeting one or more nuisance characteristics described in this subsection.
 - i. The following are exempt from the regulations of this section:
 - 1. Vehicles kept entirely enclosed in a garage
 - 2. Vehicles located within a properly screened outdoor storage area and is considered an incidental use of the primary use of the property the vehicle is located upon.
 - i. Any abandoned vehicle as defined by Chapter 80 of the Bondurant City Code and Iowa Code § 321.89.
- 5. “Semi-trailer” means every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.
- 6. “Trailer” means every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.
- 7. “Vehicle” means an automobile, truck, motorcycle or other trackless self-propelled vehicle designed primarily to transport persons or property.

51.02 JUNK VEHICLES PROHIBITED. It is unlawful for any person to store, accumulate, or allow to remain on any public or private property within the corporate limits of the City any junk motor vehicle for more than forty-eight (48) hours.

51.03 JUNK VEHICLES A NUISANCE. It is hereby declared that any junk motor vehicle located upon private property for more than forty-eight (48) hours, unless excepted by Section 51.04, constitutes a threat to the health and safety of the citizens and is a nuisance within the meaning of Section 657.1 of the Code of Iowa. If any junk motor vehicle is kept upon private property in violation hereof, the owner of or person occupying the property upon which it is located shall be prima facie liable for said violation.

(Code of Iowa, Sec. 364.12[3a])

51.04 EXCEPTIONS. The provisions of this chapter do not apply to any vehicles, trailers or semi-trailers stored within:

- 1. A garage.
- 2. A duly authorized salvage yard or junk yard meeting the requirements of the Code of Ordinances and applicable provisions of State law.

(Ordinance No. 08-216)

51.05 NOTICE OF VIOLATION

1. Upon discovery of any motor vehicle designated under this chapter and stored upon private property within the corporate limits of the city, the City Administrator or designee shall notify the property owner that the nuisance must be abated within seven (7) days, by employing one or more of the following means:
 - a. By delivering a copy of the notice to the individual personally; or by serving, at the individual's dwelling house or usual place of abode, any person residing therein who is at least 18 years old.
 - b. By sending a copy of the notice by certified mail, return receipt requested.
 - c. By attaching notice securely to the junk motor vehicle.
 - d. By giving notice via one publication in one newspaper of general circulation in the area where the junk motor vehicle is located. Such publication shall be sufficient to meet the requirements of this section. The published notice may contain multiple listings of junk motor vehicles but shall be published within the same time requirements and shall contain the same information as prescribed for mailing notice in this section. Published notice may be used if:
 - i. The identity of the last registered owner cannot be determined;
 - ii. The registration contains no address for the owner.
 - iii. The published notice shall contain the following information:
 1. That the junk motor vehicle constitutes a nuisance under the provisions of this chapter.
 2. A description, to the extent practical, of the year, make, model, color and location of the junk motor vehicle.
 3. That the owner of the junk motor vehicle and/or property owner must remove the junk motor vehicle or correct the violation in accordance with this chapter.
 4. That failure to comply with the provisions of this chapter within ten days from the date of mailing of notice, the property owner shall be liable for the violation.
 5. That the junk motor vehicle may be removed by the city and impounded at the property owner's expense.
 6. That if the junk motor vehicle is not redeemed within 21 days after impoundment, and no hearing is requested pursuant to the provisions of section 51.11, the owner of the junk motor vehicle, the property owner and the lienholders shall no longer have any right, title, claim or interest in or to the junk motor vehicle.
 7. That the persons to whom the notices are directed may request a hearing pursuant to the provisions of section 51.11.

(Code of Iowa, Sec. 364.12[3a])

51.06 ABATEMENT. If the violation has not been remedied within the compliance period, and no timely hearing request is filed, the City Administrator or designee is authorized to remove and impound the vehicle. If a hearing request is timely filed, no abatement or removal

shall occur until the City Council concludes the hearing, issues a written determination affirming the nuisance, and at least forty-eight (48) hours' notice of the determination has been provided.

51.07 INTERFERENCE WITH REMOVAL OF JUNK MOTOR VEHICLE

PROHIBITED. No person shall interfere with, hinder or refuse to allow the City Administrator or designee to enter upon private property for the purpose of removing a junk motor vehicle under the provisions of this chapter.

51.08 EMERGENCY REMOVAL OF JUNK MOTOR VEHICLES.

1. In a clear and compelling emergency, where the condition of a junk motor vehicle presents an immediate and substantial threat to life, health, safety or property, the City Administrator or designee may remove the vehicle without prior notice or hearing.
2. Following emergency abatement, the City shall provide written post-abatement notice to the property owner and vehicle owner, if identifiable, advising of:
 - a. The removal;
 - b. The location of the vehicle;
 - c. The right to request a hearing under Section 51.11; and
 - d. Redemption procedures and applicable fees.
3. All impoundment, redemption and disposal procedures following emergency removal shall comply with Iowa Code §§ 321.89-321.90.

51.09 REDEMPTION OF IMPOUNDED VEHICLE; FEES.

1. Any junk vehicle impounded under this chapter shall be processed in accordance with Iowa Code §321.89-321.90. The vehicle is considered "taken into custody" under §321.89(2).
2. Notice of impoundment to the owner and lienholders shall be provided as required by Iowa Code § 321.89(3).
3. The owner or lienholder may reclaim the vehicle during the statutory redemption period upon payment of towing, storage, and administrative fees and proof of ownership.
4. If not reclaimed within the statutory period, the vehicle shall be disposed of pursuant to Iowa Code §§ 321.89(4)-(5).
5. The City's definition of "junk motor vehicle" is for nuisance enforcement only and does not replace the state definition of "abandoned vehicle".

51.10 DUTY OF PROPERTY OWNER TO REMOVE OR REPAIR. The property owner who violates the provisions of this chapter shall, within seven days after receipt of the notice of violation, remove the junk motor vehicle to one of the areas provided in chapter 51.04, exceptions, or repair the defects which caused such vehicle to violate the provisions of this chapter. If a hearing is requested under Section 51.11, the duty of the property owner to remove or repair the junk motor vehicle shall be suspended until a final decision is issued.

51.11 HEARING.

1. Any person ordered to remove or remediate a junk motor vehicle may request a hearing before the City Council.
2. A request for a hearing shall be made in writing and filed with the City Clerk within seven (7)-days' of the notice, or within seven (7) days of post-abatement notice when notice is provided under Section 51.14.
3. Upon timely request, no abatement may occur until the hearing is complete.
4. The hearing shall be held within thirty (30) days.
5. A written decision will be issued and is final.

51.12 PRIMA FACIE PRESUMPTION. In any proceeding charging a violation of this chapter, proof that the particular vehicle described in the information was stored in violation of this chapter, together with proof that the defendant named in the information was the property owner on which said junk motor vehicle was unlawfully stored at the time of the alleged violation, shall constitute a prima facie presumption that the property owner was the person violating this chapter or allowing the violation to occur.

51.13 PENALTY.

1. Any person violating this chapter or any provision thereof, or who fails to comply with any order of the City Administrator or designee or who interferes with or obstructs the City Administrator or designee in his investigation shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed that amount allowed by chapter 1, article III. Each day that a violation occurs constitutes a separate offense.
2. Violation of the provisions of this chapter may also be considered a municipal infraction as provided by the state code. If a municipal infraction citation is served, the procedures for enforcement of that civil offense shall be governed by the state code.

51.14 NOTICE IN THE FORM OF AN ORDINANCE.

1. Pursuant to Iowa Code §§ 364.12(3)(h), the City Council declares that the presence of junk motor vehicles, as defined in this Chapter, constitutes a nuisance and a threat to public health and safety. Because such conditions are recurring, readily observable, and detrimental to the community, the enactment of this Chapter serves as continuing notice to all property owners and responsible parties that junk motor vehicles are prohibited and subject to abatement.
2. The City may take any action authorized by Sections 51.06 (Abatement) and 51.08 (Emergency Removal) of this Chapter without providing additional individualized written notice or certified-mail notice prior to abatement
3. Nothing in this section prevents the City from providing additional notice, including but not limited to certified mail, regular mail, personal service, mail, publication or posting.