[AGENDA_POSTING_DATE]

**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
FEBRUARY 2, 2026

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on February 2, 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
   a. Heith Hockenberry: Presentation of IAMU Dividends Check
6. Consent Agenda:
   All items listed below are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately.
   a. Approval of January 20, 2026, City Council Meeting Minutes
   b. Claims List & Treasurer's Report
   c. Applications for Council Approval
   d. Receive & File - BES December 2025 Monthly Report
   e. Receive & File - December 3, 2025, Library Board Meeting Minutes & December 2025 Director's Report
   f. - Resolution of endorsement for the City of Bondurant's grant application to the Iowa DNR's Land & Water Conservation Fund for funding to assist with developing the DIstrict Corridor Trail, Phase 2
   g. - Resolution approving action to order construction and set a date for bid letting and public hearing for the CVT East Trail Extension Project
   h. - Resolution approving pay request no. 2 to Legacy Construction for the Wolf Creek Basketball Court Project in the amount of $21,729.37
   i. - Resolution approving pay requests No. 15 and 16 to Ryan Companies for the Bondurant Emergency Services Facility Project in the amount of $187,702.76 and $92,733.44 respectively
   j. - Resolution approving pay request no. 3 (Release of Retainage) to Legacy Construction for the Wolf Creek Basketball Court Project in the

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.

amount of $9,839.50

k. - Resolution authorizing the purchase of an accessible kayak launch in the amount of $44,698 following occurrence of the preconstruction meeting for inclusion in The Garden Project

l. - Resolution authorizing staff to seek competitive quotes for the Grant Street North Sidewalk Project

m. - Resolution approving action to order construction and set date for bid letting and public hearing for February 17, 2026, for the Shallow Wells 5, 6, and 7 Project

n. - Resolution approving directing staff and project engineers to move forward to amend the design for wastewater conveyance from the Water Treatment Facility

o. - Resolution approving a Minimum Assessment Agreement for property at 400 Commerce Parkway, SW

p. - Resolution approving a Minimum Assessment Agreement for property at 2020 2nd Street, NE

q. - Resolution approving the professional services agreement with Bolton & Menk Inc. for the Grant Street Corridor Study

r. - Resolution approving the 32nd Street, SE/NE 62nd Avenue and NE 80th Street/Pleasant Street, SE Acquisition Plat for Recording

s. - Resolution requesting ownership transfer of the Iowa Department of Transportation-owned property located at 32nd Street, SE/NE 62nd Avenue and NE 80th Street/Pleasant Street, SE to the City of Bondurant for public roadway purposes

t. - Resolution approving the RISE Accomplishment Report for the 2020 RISE-awarded project of 32nd Street, SW/Highway 65

u. - Resolution approving the RISE Accomplishment Report for the 2020 RISE-awarded Shiloh Rose Parkway, SW and 23rd Street, SW Project

v. - (First Reading) Ordinance Amending the Code of Ordinances by Amending Chapter 50, Nuisances Generally

w. - (First Reading) Ordinance Amending the Code of Ordinances by Amending Chapter 51, Junk and Junk Vehicles

7. **Public Hearing**

a. Public Hearing 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.

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b. Public hearing 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

c. 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

d. Public Hearing regarding action to order construction and approving bids, specifications, and form of contract for the BFSD Public Infrastructure 2nd Street, NE Improvements Project

8. Action Items

a. - (First Reading) Ordinance considering adoption of the Bondurant Zoning, Sign, and Subdivision Code

b. - Resolution adopting the PUD Scoring Matrix Policy

c. - Resolution modifying 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

d. - (First Reading) Ordinance considering 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

e. - (First Reading) Ordinance Amending the Code of Ordinances by Amending Chapter 27, Board of Adjustment

9. Discussion Items -

a. Utility Rates

10. Reports / Comments and appropriate action thereon:

a. Mayor

b. Council Members

c. Administrator

d. Directors

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

12. Adjournment

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

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A virtual meeting was offered.

BONDURANT CITY COUNCIL
Minutes
January 20, 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, Fire Chief Aaron Kreuder, Assistant Fire Chief Anthony Rauterberg, City Planner Isaac Pezley, City Engineer Anthony Harbaugh

2. Call to Order and Declaring a Quorum

   Mayor Elrod called the meeting to order at 06:00 PM and declared a quorum.

3. Abstentions declared

   None.

4. Perfecting and Approval of the Agenda

   Motion by Driscoll, seconded by Cox, to approve the agenda. Vote on Motion 5-0. Motion carried.

5. Guests requesting to address the City Council

   None.

6. Presentations

   a. Bondurant Soccer Club Update, Brandon Cook

      Brandon Cook, Bondurant Soccer Club, provided an update on the Bondurant Soccer Club, including recent activities and ongoing efforts to support youth soccer programming in the community.

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. R-260120-12- 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. R-260120-13- 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. R-260120-14- 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. R-260120-15- 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

h. R-260120-16- 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. R-260120-17- 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. R-260120-18- Resolution Approving Amendment No. 2 to the Professional Services Agreement with Shive-Hattery for The Garden Project in the amount of $11,800

k. R-260120-19- Resolution approving a deduct change order for The Garden Project

l. R-260120-20- 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. R-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

n. R-260120-22- 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

o. R-260120-23- 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. R-260120-24- Resolution approving Change Order No. 2 for reduction of the contract with Gerard Tank & Steel in the amount $59,000 for liquidated damages

q. R-260120-25- Resolution approving the contract for construction manager at risk services for the City of Bondurant Water Treatment Facility by Story Construction

r. R-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

s. R-260120-27- 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

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. **Public Hearing**

a. Public hearing on the proposed January, 2026 expansion of the Bondurant Urban Renewal Area (Southeastern Industrial Area)

Mayor Elrod opened the public hearing at 06:25 PM.

City Administrator Oliver explained the proposed January 2026 expansion of the Bondurant Urban Renewal Area in the Southeastern Industrial Area.

Mayor Elrod closed the public hearing at 06:26 PM.

b. Public hearing on Plans, Specifications, and Form of Contract for the Southeast Trunk Sewer
Mayor Elrod opened the public hearing at 06:26 PM.

Public Works Director John Horton presented the public hearing on the plans, specifications, and form of contract for the Southeast Trunk Sewer project.

Mayor Elrod closed the public hearing at 06:28 PM.

9. Action Items

a. R-260120-28- Resolution approving an Agreement with Iowa Audio Video for the City Chambers AV Control Upgrade
Motion by Driscoll, seconded by Cox, to Approve R-260120-28. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll, Lyman. Nays: None. Absent: None. Motion carried 5-0.

b. R-260120-29- Resolution approving the Bondurant Industrial Park Plat 2 Preliminary Plat
Motion by Cox, seconded by Lyman, to Approve R-260120-29. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll, Lyman. Nays: None. Absent: None. Motion carried 5-0.

c. R-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
Motion by Cox, seconded by Lyman, to Approve R-260120-30. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll, Lyman. Nays: None. Absent: None. Motion carried 5-0.

d. R-260120-31- Resolution awarding the contract for the Southeast Trunk Sewer Project to Thorpe Contracting LLC in the amount of $356,974.74
Motion by Cox, seconded by Driscoll, to Approve R-260120-31. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll, Lyman. Nays: None. Absent: None. Motion carried 5-0.

10. Discussion Items -

a. Amending the Bondurant Nuisance and Junk Motor Vehicle Codes
City Planner Isaac Pezley presented proposed amendments to the Bondurant Nuisance and Junk Motor Vehicle Codes. Council discussed

repeat offenders, natural landscaping considerations, and the benefits of proactive enforcement rather than a complaint-driven approach.

b. Public Transportation Discussion

Mayor Elrod updated the Council on public transportation matters, including the City's withdrawal from DART. Council also discussed alternative public transportation options and the potential need for future services within Bondurant.

John Horton, Public Works Director, and Greg Roth of Veenstra & Kimm presented options for routing the force main from the water plant into town, including associated pros and cons and estimated costs.

11. Reports / Comments and appropriate action thereon:

a. Mayor

Recent events and upcoming meetings and events.

b. Council Members

Lyman - P&Z update and upcoming meetings.
Cox - Liaison updates and upcoming meetings.
Driscoll - Liaison updates and upcoming meetings.
Sillanpaa - Liaison updates.
McKenzie - Liaison updates.

c. Administrator

Upcoming events and legislative update.

d. Directors

Murray - Upcoming University of Iowa students' project and department update.
Horton - Department update.
Krueder - Department update.
Hagan - Department update.

12. **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 Lyman, to Move into Closed Session at 08:19 PM. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll, Lyman. Nays: None. Absent: None. Motion carried 5-0.

Mayor Elrod closed the Closed Session at 09:00 PM.

13. Adjournment

Motion by Cox, seconded by Driscoll, to adjourn at 09:00 PM. Vote on Motion 5-0. Motion carried.

_____

**A virtual meeting was offered.*

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 20, 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.

_____
Doug Elrod, Mayor

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.b.
For Meeting of 2/2/2026
Motion

TITLE: Claims List & Treasurer's Report

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. Treasurer Report December FY26
2. Claims List

Honorable Mayor, Members of the Council, and Citizens of the City of Bondurant, Iowa

Submitted for your review is the Treasurer's Report for December of the Fiscal Year Ending 2026. Following this letter is the year-to-date Fund Balance Report, Consolidated Balance Sheet, Bank Reconciliation Spreadsheet, and Bank Statement Registers.

The City's general checking account had a beginning balance on December 1, 2025, of $10,737,655.11. The ending balance as of December 31, 2025, was $10,533,295.53. This account earned $30,763.31 of interest. The interest rate decreased from 3.55% to 3.50%. This account remains in strong financial condition.

The City's IPAIT account began December 2025 with a balance of $43,991,758.48 and ended the month at $40,932,877.78. The City's 22 diversified investment accounts earned $94,731.28 in interest. On December 24, six 3-month certificates of deposit matured, generating $105,100.83 in interest. Transfers totaling $1,702,202.10 were made to the checking account to fund current project costs. After reviewing project timelines and cash flow needs, staff reinvested the proceeds into five 3-month certificates of deposit at a rate of 3.45%. As of December 31, 2025, the City has $10,921,937.75 invested in 3-month CDs scheduled to mature on March 26, 2026.

Significant expenditures for this month include payments for the Grain District, payroll, Civic Campus, BFSD Public Infrastructure, engineering, wholesale water, solid waste removal, law enforcement, and the Waste Reclamation Authority. The total cleared checks and bank drafts for the month were $5,017,084.82.

Please do not hesitate to contact the City's Finance & Employee Services Department if you have any questions.

Respectfully,



Craig Marshman
Administrative Services Coordinator
cmarshman@cityofbondurant.com

Fund Balance Report

As Of 12/31/2025

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	8,312,692.80	2,765,500.95	4,080,165.15	6,998,028.60
110 - ROAD USE TAX	647,188.60	691,164.77	568,389.41	769,963.96
112 - EMPLOYEE BENEFIT	353,526.82	177,885.87	599,116.08	-67,703.39
121 - LOCAL OPTION SALES & SERVICE TAX	525,518.37	979,944.65	0.00	1,505,463.02
125 - TIF	0.94	2,339,962.72	0.00	2,339,963.66
160 - ECONOMIC DEVELOPMENT	47,351.87	0.00	0.00	47,351.87
167 - LIBRARY GRANT	23,755.50	14,561.80	3,435.34	34,881.96
169 - PARK & REC	37,842.60	27,000.00	0.00	64,842.60
170 - DISASTER - EMERGENCY MANAGEMENT	2,573.71	0.00	0.00	2,573.71
172 - TREE FUND	37,703.85	9,120.00	11,235.00	35,588.85
200 - DEBT SERVICE	4,215,876.54	855,049.58	1,940,127.48	3,130,798.64
306 - CIVIC CAMPUS	8,795,399.91	135,925.52	7,762,224.64	1,169,100.79
324 - BRSC IMPROVEMENTS	0.00	0.00	0.00	0.00
325 - STREETS MASTER PLAN	15,196,800.59	283,370.99	3,112,742.01	12,367,429.57
327 - GRANT ST S/COMMUTER LOOP	177,226.92	11.97	0.00	177,238.89
329 - TIF-TRAIL TO CHICHAQUA	825,117.36	13,847.10	39,124.10	799,840.36
330 - COMMUNITY CENTER	3,567,210.12	83,884.31	103,736.74	3,547,357.69
335 - PARK IMPROVEMENTS	2,799,177.19	46,261.57	1,007,210.96	1,838,227.80
337 - THE GRAIN DISTRICT	4,971,479.20	340,912.75	1,810,888.20	3,501,503.75
341 - TIF-PARK LAND PURCHASE	0.00	0.00	0.00	0.00
342 - TIF-1ST&MAIN ECONOMIC DVL	0.00	0.00	0.00	0.00
343 - DOWNTOWN PARKING	0.00	4,579.30	0.00	4,579.30
344 - 16TH ST NE - GRANT TO HUBBELL	0.00	0.00	8,184.78	-8,184.78
346 - CITY HALL RECONSTRUCTION	0.00	0.00	9,307.24	-9,307.24
347 - BRIDGE/INTERSECTION	2,772,081.57	50,197.50	1,782.00	2,820,497.07
348 - NE STORMWATER EXPANSION/DOWNSTREAM SW CAPACITY	0.00	0.00	0.00	0.00
349 - PLEASANT GROVE	0.00	0.00	0.00	0.00
351 - LIBRARY CAPITAL	73,015.78	0.00	0.00	73,015.78
352 - WATER FACILITIES	-627,475.15	878,504.24	1,358,356.14	-1,107,327.05
355 - CENTRAL DISTRICT STORMWATER IMPROVEMENTS	6,987,052.28	115,744.06	30,311.28	7,072,485.06
356 - CERTIFIED SITE IMPROVEMENTS	3,235,044.39	29,296.10	3,364,188.59	-99,848.10
500 - CEMETERY PERPETUAL CARE	37,800.97	1,344.50	0.00	39,145.47
600 - WATER	2,169,146.08	1,535,246.38	1,259,320.44	2,445,072.02
610 - SEWER	1,355,773.02	1,086,947.07	909,166.46	1,533,553.63
670 - GARBAGE	56,330.88	310,461.90	302,454.38	64,338.40
741 - STORM WATER	238,411.48	236,176.27	236,984.27	237,603.48
820 - SELF-FUNDED INSURANCE	12.13	0.00	635.26	-623.13
999 - POOLED CASH	0.00	0.00	0.00	0.00
Report Total:	**66,833,636.32**	**13,012,901.87**	**28,519,085.95**	**51,327,452.24**

Consolidated Balance Sheet Report

Account Summary

As Of 12/31/2025

Account	Name	Balance	
Assets			
000-1100	POOLED CASH	10,127,764.92	
000-1101	CLAIM ON POOLED CASH	10,127,764.92	
000-1111	SAVINGS - CEMETERY XXX1037	69,400.89	
000-1113	CHECKING - WATER SINKING	245,933.97	
000-1114	CHANGE FUND - WATER	270.00	
000-1115	PETTY CASH - GENERAL	100.00	
000-1116	PETTY CASH - LIBRARY	200.00	
000-1117	CHANGE FUND - LIBRARY	20.00	
000-1150	IPAIT - GENERAL FUND 11763 MM	27,441,327.73	
000-1151	IPAIT CD - DEBT SERVICE 124	12,504,096.46	
000-1154	IPAIT - SEWER RESERVE 201	115,302.31	
000-1159	IPAIT - ROAD FUND 125	660,887.61	
000-1162	IPAIT - DEBT SERVICE 124	211,263.67	
000-1170	CHECKING - WATER DEPOSITS	93,431.74	
000-1300	DUE FROM GENERAL FUND	13,069.48	
000-1310	DUE FROM ROAD USE TAX	60.54	
000-1315	DUE FROM SIDEWALK ESCROW	8,379.57	
000-1320	DUE FROM DEBT SERVICE	43,500.00	
000-1460	DUE FROM WATER	906.04	
000-1461	DUE FROM SEWER	1,640.53	
000-1467	DUE FROM GARBAGE	2.58	
000-1471	DUE FROM STORM WATER	44.64	
000-1482	DUE FROM SELF-FUNDED INSURANCE	52.60	
	Total Assets:	**61,665,420.20**	**61,665,420.20**
Liability			
050-2010	POOLED PAYABLES	67,655.98	
050-2011	PENDING POOLED PAYABLES	67,655.98	
050-2120	FEDERAL WITHHOLDING	0.00	
050-2122	STATE WITHHOLDING	-0.11	
050-2123	IPERS WITHHOLDING	1,055.31	
050-2124	HEALTH INSURANCE WITHHOLDING	56,113.88	
050-2125	DENTAL INSURANCE	3,858.70	
050-2131	SELF-FUNDED WITHHOLDING	123.61	
050-2132	VISION WITHHOLDING	467.40	
050-2141	APPLIED CREDITS	13,272.29	
050-2300	DUE TO OTHER FUNDS	10,127,764.92	
	Total Liability:	**10,337,967.96**	
Equity			
050-3950	FUND BALANCE	66,833,636.32	
	Total Beginning Equity:	**66,833,636.32**	
Total Revenue		13,012,901.87	
Total Expense		28,519,085.95	
	Total Equity and Current Surplus (Deficit):	**51,327,452.24**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**61,665,420.20**

BANK RECONCILIATION DECEMBER 2025

Bank Statement Balance:	$ 10,533,295.53		
IPAIT balance	$ 40,932,877.78		
Cemetery Vision	$ 5,167.51		
Petty Cash	$ 590.00		
Less:			
Outstanding Checks:	$ 1,931.52		
(See listing next page)			
Calculated Book Balance:	$ 51,469,999.30		
Actual Incode10 Balance:	$ 51,469,999.30	Liabilities	142547.06
Fund Balances	$ 51,327,452.24	DIFFERENCE:	$ 0.00
DIFFERENCE:	$ -		

Bank Statement Register

General Fund

Period 12/1/2025 - 12/31/2025

Packet: BRPKT00323

Bank Statement		General Ledger	
Beginning Balance	10,737,655.11	Account Balance	10,531,363.81
Plus Debits	4,817,718.21	Less Outstanding Debits	0.00
Less Credits	5,022,077.99	Plus Outstanding Credits	1,931.52
Adjustments	0.20	Adjustments	0.20
Ending Balance	10,533,295.53	Adjusted Account Balance	10,533,295.53

Statement Ending Balance	10,533,295.53
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

001-000-1120	CHECKING - RENT DEPOSIT/SURETY
110-000-1110	CHECKING - ROAD USE
173-000-1110	FEMA DISASTER AID
200-000-1110	CHECKING - DEBT SERVICE
600-000-1113	CHECKING - WATER SINKING
600-000-1118	CHECKING - PARKSIDE WATER EXT
600-000-1170	CHECKING - WATER DEPOSITS
610-000-1113	CHECKING - SEWER SINKING
610-000-1119	CHECKING-DVLPMT CONST-NW SEWER
741-000-1111	CHECKING-STORMWATER SINKING
999-000-1100	POOLED CASH

Adjustments

Item Date	Reference	Item Type	Description	Offsetting Account Number	Amount
12/31/2025	MISC0000268	Miscellaneous De	CHECK CASHED FOR INCORR	001-621-6580	0.20
				Total Adjustments (1)	0.20

Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
12/01/2025	DEP0045376	002043 Insite	Mastercard - I	CLPKT12458 BG:Online Payments	150.00
12/01/2025	DEP0045379			Utility Reverse Payment Packet UBPKT0	-150.00
12/01/2025	DEP0045382			CLPKT12459 BG:DD	150.00
12/01/2025	DEP0045417			CLPKT12467 BG:DD	4,793.27
12/01/2025	DEP0045420			CLPKT12466 BG:DD	133,057.51
12/01/2025	DEP0045432			CLPKT12469 BG:DD	241.11
12/01/2025	DEP0045435			CLPKT12470 BG:DD	1,195.04
12/01/2025	DEP0045489			WATER SINKING FUND PAYMENT	63,324.48

Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
12/01/2025	DEP0045491			SEWER SINKING FUND TRANSFER	18,340.42
12/01/2025	DEP0045492			STORMWATER SINKING FUND TRANSFE	11,733.34
12/01/2025	DEP0045493			WATER SINKING FUND TRANSFER	29,416.86
12/02/2025	DEP0045429	002044 Insite	Visa - Insite	CLPKT12468 BG:Online Payments	225.00
12/02/2025	DEP0045438			CLPKT12472 BG:DD	976.62
12/02/2025	DEP0045441			CLPKT12471 BG:DD	1,354.80
12/03/2025	DEP0045444	002045 Insite	Mastercard - I	CLPKT12473 BG:Online Payments	3,802.06
12/03/2025	DEP0045447	001198 Point Of Sale	OpenEdge Per	CLPKT12474 BG:CC	32.90
12/03/2025	DEP0045458			CLPKT12478 BG:DD	28.10
12/03/2025	DEP0045461			CLPKT12479 BG:DD	890.31
12/03/2025	DEP0045464			CLPKT12480 BG:DD	995.78
12/04/2025	DEP0045452	002046 Insite	Mastercard - I	CLPKT12476 BG:Online Payments	2,891.60
12/04/2025	DEP0045455	001199 Point Of Sale	OpenEdge Per	CLPKT12477 BG:CC	62.00
12/04/2025	DEP0045465			AETNA AS01 HCCLAIMPMT	888.13
12/04/2025	DEP0045466			MARKETPLACE HCCLAIMPMT	80.50
12/04/2025	DEP0045485			CLPKT12484 BG:DD	7,306.62
12/04/2025	DEP0045488			CLPKT12485 BG:DD	2,163.29
12/05/2025	DEP0045449			MOVE 1.4M FROM IPAIT 306 TO VISION	1,400,000.00
12/05/2025	DEP0045472	002047 Insite	Visa - Insite	CLPKT12481 BG:Online Payments	2,591.43
12/05/2025	DEP0045475	000654 Point Of Sale	OpenEdge Uti	CLPKT12482 BG:CC	207.02
12/05/2025	DEP0045475	001200 Point Of Sale	OpenEdge Per	CLPKT12482 BG:CC	6.50
12/05/2025	DEP0045478			Utility Reverse Payment Packet UBPKT0	-150.00
12/05/2025	DEP0045481			CLPKT12483 BG:DD	150.00
12/05/2025	DEP0045482			B OF A-CBIC CLMS HCCLAIMPMT	0.73
12/05/2025	DEP0045521			CLPKT12493 BG:DD	450.00
12/05/2025	DEP0045521			CLPKT12493 BG:DD	5,402.76
12/05/2025	DEP0045524			CLPKT12494 BG:DD	2,890.56
12/08/2025	DEP0045500	002048 Insite	Visa - Insite	CLPKT12486 BG:Online Payments	8,541.08
12/08/2025	DEP0045503	002049 Insite	Discover - Ins	CLPKT12487 BG:Online Payments	9,133.67
12/08/2025	DEP0045506	002050 Insite	Discover - Ins	CLPKT12488 BG:Online Payments	2,013.74
12/08/2025	DEP0045509	001202 Point Of Sale	OpenEdge Per	CLPKT12489 BG:CC	1.75
12/08/2025	DEP0045512	001201 Point Of Sale	OpenEdge Per	CLPKT12490 BG:CC	11.25
12/08/2025	DEP0045515	001203 Point Of Sale	OpenEdge Per	CLPKT12491 BG:CC	16.00
12/08/2025	DEP0045518	000655 Point Of Sale	OpenEdge Uti	CLPKT12492 BG:CC	134.00
12/08/2025	DEP0045527			Utility Reverse Payment Packet UBPKT0	-150.00
12/08/2025	DEP0045530			CLPKT12495 BG:DD	150.00
12/08/2025	DEP0045533			Utility Reverse Payment Packet UBPKT0	-150.00
12/08/2025	DEP0045536			CLPKT12496 BG:DD	150.00
12/08/2025	DEP0045539			CLPKT12497 BG:DD	73.81
12/08/2025	DEP0045545			CLPKT12499 BG:DD	2,977.33
12/08/2025	DEP0045549			CLPKT12500 BG:DD	6,060.53
12/08/2025	DEP0045552			CLPKT12501 BG:DD	1,557.81
12/08/2025	DEP0045555			CLPKT12502 BG:DD	2,824.74
12/08/2025	DEP0045580			WPS HCCLAIMPMT	1,467.08
12/09/2025	DEP0045494			FROM IPAIT TO VISION 337	500,000.00

Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
12/09/2025	DEP0045496			MOVE 250K FROM IAPIT CD TO POOLEI	250,000.00
12/09/2025	DEP0045542	002051 Insite	Visa - Insite	CLPKT12498 BG:Online Payments	1,030.51
12/09/2025	DEP0045561			CLPKT12504 BG:DD	3,027.32
12/09/2025	DEP0045564			CLPKT12505 BG:DD	982.16
12/09/2025	DEP0045567			CLPKT12506 BG:DD	111.00
12/09/2025	DEP0045614			12/9/25 MOVE FROM IPAIT 343 TO VIS	250,000.00
12/10/2025	DEP0045558	002052 Insite	AmericanExpr	CLPKT12503 BG:Online Payments	4,265.11
12/10/2025	DEP0045570			Utility Reverse Payment Packet UBPKT0	-150.00
12/10/2025	DEP0045573			CLPKT12507 BG:DD	150.00
12/10/2025	DEP0045576			Utility Reverse Payment Packet UBPKT0	-150.00
12/10/2025	DEP0045579			CLPKT12508 BG:DD	150.00
12/10/2025	DEP0045584			CLPKT12509 BG:DD	9,404.48
12/10/2025	DEP0045601			CLPKT12513 BG:DD	86.75
12/10/2025	DEP0045604			CLPKT12515 BG:DD	5,224.12
12/10/2025	DEP0045607			CLPKT12516 BG:DD	710.05
12/10/2025	DEP0045610			CLPKT12514 BG:DD	25,818.66
12/11/2025	DEP0045591	002053 Insite	Visa - Insite	CLPKT12510 BG:Online Payments	2,058.00
12/11/2025	DEP0045594	000656 Point Of Sale	OpenEdge Uti	CLPKT12511 BG:CC	123.04
12/11/2025	DEP0045594	001204 Point Of Sale	OpenEdge Per	CLPKT12511 BG:CC	1,055.25
12/11/2025	DEP0045595			MARKETPLACE HCCLAIMPMT	2.45
12/11/2025	DEP0045598			CLPKT12512 BG:CC	56.00
12/11/2025	DEP0045632			CLPKT12522 BG:DD	356.05
12/11/2025	DEP0045635			CLPKT12523 BG:DD	2,955.54
12/12/2025	DEP0045585			MOVE FROM IPAIT 356 TO VISION	319,313.59
12/12/2025	DEP0045586			MOVE FROM IPAIT 337 TO VISION	200,000.00
12/12/2025	DEP0045587			MOVE FROM IPAIT 325 TO VISION	500,000.00
12/12/2025	DEP0045588			MOVE FROM IPAIT 335 TO VISION	90,000.00
12/12/2025	DEP0045617	002054 Insite	Visa - Insite	CLPKT12518 BG:Online Payments	9,801.74
12/12/2025	DEP0045620	001205 Point Of Sale	OpenEdge Per	CLPKT12519 BG:CC	263.30
12/12/2025	DEP0045623			Utility Reverse Payment Packet UBPKT0	-150.00
12/12/2025	DEP0045626			CLPKT12520 BG:DD	150.00
12/12/2025	DEP0045629			CLPKT12521 BG:CC	72.00
12/12/2025	DEP0045638			CLPKT12524 BG:DD	140,490.90
12/12/2025	DEP0045642			CLPKT12525 BG:DD	450.00
12/12/2025	DEP0045642			CLPKT12525 BG:DD	669.88
12/12/2025	DEP0045645			CLPKT12526 BG:DD	5,418.16
12/12/2025	DEP0045648			CLPKT12527 BG:DD	1,580.02
12/15/2025	DEP0045651			CLPKT12528 BG:CC	120.00
12/15/2025	DEP0045653			ACH Draft Packet UBPKT07621	208,854.32
12/15/2025	DEP0045656	001206 Point Of Sale	OpenEdge Per	CLPKT12529 BG:CC	21.55
12/15/2025	DEP0045659	000657 Point Of Sale	OpenEdge Uti	CLPKT12530 BG:CC	118.93
12/15/2025	DEP0045662	000658 Point Of Sale	OpenEdge Uti	CLPKT12531 BG:CC	178.81
12/15/2025	DEP0045665	002055 Insite	Visa - Insite	CLPKT12532 BG:Online Payments	6,630.67
12/15/2025	DEP0045668	002056 Insite	Visa - Insite	CLPKT12533 BG:Online Payments	7,634.46
12/15/2025	DEP0045668	002057 Insite	Mastercard - I	CLPKT12533 BG:Online Payments	4,866.82

Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
12/15/2025	DEP0045671			Utility Reverse Payment Packet UBPKT0	-150.00
12/15/2025	DEP0045674			CLPKT12534 BG:DD	150.00
12/15/2025	DEP0045675			SALE OF 601 LINCOLN ST NE HOUSE	10,000.00
12/15/2025	DEP0045696			CLPKT12536 BG:DD	4,533.72
12/15/2025	DEP0045699			CLPKT12537 BG:DD	6,635.79
12/15/2025	DEP0045702			CLPKT12538 BG:DD	7,556.50
12/15/2025	DEP0045705			CLPKT12539 BG:DD	10,460.99
12/15/2025	DEP0045708			CLPKT12540 BG:DD	3,758.89
12/15/2025	DEP0045711			CLPKT12541 BG:DD	23,423.73
12/15/2025	DEP0045714			CLPKT12542 BG:DD	1,544.26
12/16/2025	DEP0045678	002058 Insite	Mastercard - I	CLPKT12535 BG:Online Payments	7,824.78
12/16/2025	DEP0045681			Utility Reverse Payment Packet UBPKT0	-276.73
12/16/2025	DEP0045684			Utility Reverse Payment Packet UBPKT0	-104.94
12/16/2025	DEP0045687			Utility Reverse Payment Packet UBPKT0	-107.21
12/16/2025	DEP0045690			Utility Reverse Payment Packet UBPKT0	-179.26
12/16/2025	DEP0045693			Utility Reverse Payment Packet UBPKT0	-156.98
12/16/2025	DEP0045715			WPS HCCLAIMPMT	507.83
12/16/2025	DEP0045716			ROAD USE TAX	104,231.76
12/16/2025	DEP0045717			IPERS REFUND - RETZLAF UNDER 6 MO	4,006.02
12/16/2025	DEP0045720			Utility Reverse Payment Packet UBPKT0	-61.95
12/16/2025	DEP0045723			Utility Reverse Payment Packet UBPKT0	-177.57
12/16/2025	DEP0045726			Utility Reverse Payment Packet UBPKT0	-209.04
12/16/2025	DEP0045729			Utility Reverse Payment Packet UBPKT0	-239.42
12/16/2025	DEP0045741			CLPKT12545 BG:DD	1,221.99
12/16/2025	DEP0045744			CLPKT12546 BG:DD	3,687.93
12/16/2025	DEP0045747			CLPKT12547 BG:DD	1,706.22
12/17/2025	DEP0045732	002059 Insite	Visa - Insite	CLPKT12543 BG:Online Payments	27,456.88
12/17/2025	DEP0045735	001207 Point Of Sale	OpenEdge Per	CLPKT12544 BG:CC	10,650.46
12/17/2025	DEP0045735	000659 Point Of Sale	OpenEdge Uti	CLPKT12544 BG:CC	783.99
12/17/2025	DEP0045738			Utility Reverse Payment Packet UBPKT0	-301.83
12/17/2025	DEP0045750			CLPKT12548 BG:CC	8.00
12/17/2025	DEP0045753			Utility Reverse Payment Packet UBPKT0	-49.82
12/17/2025	DEP0045754			MED-PAYMENT.COM COF CREDIT	930.00
12/17/2025	DEP0045755			AETNA AS01 HCCLAIMPMT	274.74
12/17/2025	DEP0045758			Utility Reverse Payment Packet UBPKT0	-149.78
12/17/2025	DEP0045761			Utility Reverse Payment Packet UBPKT0	-82.31
12/17/2025	DEP0045764			Utility Reverse Payment Packet UBPKT0	-79.09
12/17/2025	DEP0045767			Utility Reverse Payment Packet UBPKT0	-222.61
12/17/2025	DEP0045770			Utility Reverse Payment Packet UBPKT0	-186.41
12/17/2025	DEP0045773			Utility Reverse Payment Packet UBPKT0	-73.26
12/17/2025	DEP0045776			Utility Reverse Payment Packet UBPKT0	-61.95
12/17/2025	DEP0045785			CLPKT12551 BG:DD	119.78
12/17/2025	DEP0045788			CLPKT12552 BG:DD	578.70
12/17/2025	DEP0045791			CLPKT12553 BG:DD	1,136.79
12/18/2025	DEP0045779	002060 Insite	Mastercard - I	CLPKT12549 BG:Online Payments	7,952.11

Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
12/18/2025	DEP0045782	001208 Point Of Sale	OpenEdge Per	CLPKT12550 BG:CC	46.00
12/18/2025	DEP0045794			CLPKT12554 BG:CC	16.00
12/18/2025	DEP0045795			WELLPOINT IA5C HCCLAIMPMT	319.61
12/18/2025	DEP0045796			IA CLAIMS HCCLAIMPMT	143.01
12/18/2025	DEP0045815			CLPKT12560 BG:DD	5.00
12/18/2025	DEP0045818			CLPKT12561 BG:DD	303.16
12/19/2025	DEP0045799	002061 Insite	Visa - Insite	CLPKT12555 BG:Online Payments	3,362.19
12/19/2025	DEP0045802	000660 Point Of Sale	OpenEdge Uti	CLPKT12556 BG:CC	281.00
12/19/2025	DEP0045805	001209 Point Of Sale	OpenEdge Per	CLPKT12557 BG:CC	5.00
12/19/2025	DEP0045808			Utility Reverse Payment Packet UBPKT0	-150.00
12/19/2025	DEP0045811			CLPKT12558 BG:DD	150.00
12/19/2025	DEP0045821			CLPKT12562 BG:DD	50.00
12/19/2025	DEP0045821			CLPKT12562 BG:DD	489.87
12/19/2025	DEP0045887			CLPKT12559 BG:DD	4,069.31
12/22/2025	DEP0045824	002062 Insite	Visa - Insite	CLPKT12563 BG:Online Payments	1,627.85
12/22/2025	DEP0045827	002063 Insite	Mastercard - I	CLPKT12564 BG:Online Payments	2,937.26
12/22/2025	DEP0045830	002064 Insite	Mastercard - I	CLPKT12565 BG:Online Payments	2,107.90
12/22/2025	DEP0045833	000662 Point Of Sale	OpenEdge Uti	CLPKT12566 BG:CC	254.87
12/22/2025	DEP0045833	001211 Point Of Sale	OpenEdge Per	CLPKT12566 BG:CC	192.00
12/22/2025	DEP0045836	000661 Point Of Sale	OpenEdge Uti	CLPKT12567 BG:CC	271.00
12/22/2025	DEP0045836	001210 Point Of Sale	OpenEdge Per	CLPKT12567 BG:CC	65.10
12/22/2025	DEP0045839			Utility Reverse Payment Packet UBPKT0	-150.00
12/22/2025	DEP0045842			CLPKT12568 BG:DD	150.00
12/22/2025	DEP0045845			Utility Reverse Payment Packet UBPKT0	-150.00
12/22/2025	DEP0045848			CLPKT12569 BG:DD	150.00
12/22/2025	DEP0045851			Utility Reverse Payment Packet UBPKT0	-150.00
12/22/2025	DEP0045854			CLPKT12570 BG:DD	150.00
12/22/2025	DEP0045855			MIDAMERICAN ENERGY REBATE	34,404.00
12/22/2025	DEP0045864			CLPKT12573 BG:DD	678.69
12/22/2025	DEP0045867			CLPKT12574 BG:DD	10,042.77
12/23/2025	DEP0045858	002065 Insite	Visa - Insite	CLPKT12571 BG:Online Payments	1,138.71
12/23/2025	DEP0045861	001212 Point Of Sale	OpenEdge Per	CLPKT12572 BG:CC	4.20
12/23/2025	DEP0045896			CLPKT12583 BG:DD	2,212.42
12/23/2025	DEP0045900			WPS HCCLAIMPMT	430.63
12/23/2025	DEP0045901			MED-PAYMENT.COM COF CREDIT	290.00
12/24/2025	DEP0045870	002066 Insite	Mastercard - I	CLPKT12575 BG:Online Payments	4,320.85
12/24/2025	DEP0045873	001213 Point Of Sale	OpenEdge Per	CLPKT12576 BG:CC	40.00
12/24/2025	DEP0045873	000663 Point Of Sale	OpenEdge Uti	CLPKT12576 BG:CC	150.00
12/24/2025	DEP0045899			MARKETPLACE HCCLAIMPMT	41.88
12/26/2025	DEP0045876	002068 Insite	Visa - Insite	CLPKT12577 BG:Online Payments	428.84
12/26/2025	DEP0045879	000664 Point Of Sale	OpenEdge Uti	CLPKT12578 BG:CC	380.29
12/26/2025	DEP0045879	001214 Point Of Sale	OpenEdge Per	CLPKT12578 BG:CC	15.00
12/26/2025	DEP0045893			CLPKT12582 BG:DD	6,817.48
12/26/2025	DEP0045897			HOTEL TAX REVENUE	333.48
12/26/2025	DEP0045898			LOSST REVENUE	161,154.46

Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
12/29/2025	DEP0045882	002069 Insite	Visa - Insite	CLPKT12579 BG:Online Payments	176.65
12/29/2025	DEP0045885	002067 Insite	Mastercard - I	CLPKT12580 BG:Online Payments	2,519.68
12/29/2025	DEP0045888			WPS HCCLAIMPMT	1,581.59
12/29/2025	DEP0045889			MED-PAYMENT.COM COF CREDIT	130.21
12/29/2025	DEP0045890			MARKETPLACE HCCLAIMPMT	3.23
12/29/2025	DEP0045910			CLPKT12585 BG:DD	275.15
12/29/2025	DEP0045913			CLPKT12586 BG:DD	11,999.86
12/30/2025	DEP0045925			CLPKT12592 BG:DD	150.00
12/30/2025	DEP0045925			CLPKT12592 BG:DD	1,274.91
12/31/2025	DEP0045916			CLPKT12587 BG:CC	16.00
12/31/2025	DEP0045919	002070 Insite	Mastercard - I	CLPKT12588 BG:Online Payments	865.60
12/31/2025	DEP0045922	001215 Point Of Sale	OpenEdge Per	CLPKT12589 BG:CC	172.50
12/31/2025	DEP0045940			CLPKT12597 BG:DD	6.00
12/31/2025	DEP0045943			CLPKT12598 BG:DD	1,025.65
12/31/2025	DEP0046179			INTEREST	30,763.31
				Total Cleared Deposits (203)	4,812,725.04

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
08/13/2025	65011	Check	DUSTIN SKOGERBOE	-330.00
09/02/2025	65027	Check	MONISSA GOLIC	-77.76
11/03/2025	65099	Check	JULIE E INGRASSIA	-121.42
11/03/2025	65103	Check	BRIAN TREANOR	-97.92
11/03/2025	65107	Check	JENNA D BATE	-109.37
11/03/2025	65109	Check	CHAD ANDERSON	-41.33
11/03/2025	65110	Check	VAN MICHAEL FLATTERY	-104.98
11/03/2025	65112	Check	ALYSSA N KNUDSEN	-118.13
11/03/2025	65114	Check	EMILY F MARTZ	-119.23
11/06/2025	65120	Check	UNA HOMES, LLC	-20.64
12/01/2025	65134	Check	MATTHEW RUSSELL	-102.65
12/01/2025	65135	Check	CRAIG CAMPBELL	-159.37
12/01/2025	65136	Check	AYLISSA C LACY	-111.55
12/01/2025	65137	Check	LAWRENCE EZELL	-128.01
12/01/2025	65138	Check	JAMUEL A ALMENAS PAGAN	-112.65
12/01/2025	65139	Check	TREVOR E PINEGAR	-109.37
12/01/2025	65140	Check	ETHAN R CHRISTENSEN	-121.42
12/01/2025	65141	Check	JOSE A HERRERA	-47.50
12/01/2025	65142	Check	TANNER K HENNICK	-16.65
12/01/2025	65143	Check	HALEY M WADE	-119.23
12/01/2025	65144	Check	MACKENZIE MAYNES	-89.99
12/01/2025	65145	Check	LOGAN GIBBS	-111.55
12/01/2025	65147	Check	LISA S BLUBAUGH	-124.72
12/01/2025	65148	Check	TKRG HOLDINGS LLC	-111.22

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
12/01/2025	65149	Check	THE 101 LLC	-139.04
12/01/2025	65150	Check	BRENDA K GRIM	-14.36
12/01/2025	65151	Check	STEVEN M CHUY	-102.65
12/01/2025	65152	Check	SUSAN NETUSIL	-84.54
12/01/2025	65153	Check	ASHLEY D WHITNEY	-120.33
12/01/2025	65154	Check	CHARLES B BRIGGS	-112.65
12/03/2025	65131	Check	ERIC SHAFER	-200.00
12/03/2025	65132	Check	MARK MICHAEL	-300.00
12/03/2025	65133	Check	MIDAMERICAN ENERGY	-1,229.65
12/05/2025	1097	Check	1097	-1,499.23
12/15/2025	65157	Check	BEN SIEVE	-74.12
12/15/2025	65159	Check	KATIE KLUS	-239.02
12/15/2025	65160	Check	TIFFANY LUING	-573.67
12/15/2025	65161	Check	SARAH MERRILL	-493.96
			Total Cleared Checks (38)	-7,789.88

Cleared Other

Item Date	Reference	Item Type	Description	Amount
12/01/2025	DFT0004299	Bank Draft	EBS	-1,920.99
12/01/2025	DFT0004302	Bank Draft	EBS	-23,408.94
12/01/2025	DFT0004303	Bank Draft	EBS	-1,261.20
12/01/2025	DFT0004305	Bank Draft	EBS	-1,633.09
12/01/2025	DFT0004306	Bank Draft	EBS	-3,841.50
12/01/2025	DFT0004307	Bank Draft	EBS	-233.48
12/01/2025	DFT0004320	Bank Draft	DES MOINES WATER WORKS	-33,191.74
12/01/2025	DFT0004321	Bank Draft	DES MOINES WATER WORKS	-74,280.04
12/01/2025	DFT0004327	Bank Draft	EBS	-1,971.51
12/01/2025	DFT0004330	Bank Draft	EBS	-22,280.92
12/01/2025	DFT0004331	Bank Draft	EBS	-1,299.52
12/01/2025	DFT0004333	Bank Draft	EBS	-1,693.86
12/01/2025	DFT0004334	Bank Draft	EBS	-3,977.50
12/01/2025	DFT0004335	Bank Draft	EBS	-242.34
12/01/2025	DFT0004474	Bank Draft	IOWA FINANCE AUTHORITY	-63,324.48
12/01/2025	EFT0000827	EFT	WATER SINKING FUND PAYMENT	-63,324.48
12/01/2025	EFT0000828	EFT	SEWER SINKING FUND TRANSFER	-18,340.42
12/01/2025	EFT0000829	EFT	STORMWATER SINKING FUND TRANSFER	-11,733.34
12/01/2025	EFT0000830	EFT	WATER SINKING FUND TRANSFER	-29,416.86
12/02/2025	DFT0004367	Bank Draft	POSTMASTER	-671.11
12/03/2025	APA001411	AP Automation	A KINGS THRONE LLC	-240.00
12/03/2025	APA001412	AP Automation	ABSOLUTE REPAIR LLC	-13,256.40
12/03/2025	APA001413	AP Automation	ALLEGRA	-106.14
12/03/2025	APA001414	AP Automation	AMAZON CAPITAL SERVICES	-3,803.98
12/03/2025	APA001415	AP Automation	BAKER GROUP	-6,004.68

Item Date	Reference	Item Type	Description	Amount
12/03/2025	APA001416	AP Automation	BELL BROTHERS HEATING AND AIR CONDI	-9,307.24
12/03/2025	APA001417	AP Automation	BOLTON & MENK, INC	-455.00
12/03/2025	APA001418	AP Automation	BUSINESS FURNITURE WAREHOUSE	-5,915.33
12/03/2025	APA001419	AP Automation	ELECTRIC PUMP INC.	-1,000.00
12/03/2025	APA001420	AP Automation	EOCENE ENVIRONMENTAL GROUP, INC.	-1,695.00
12/03/2025	APA001421	AP Automation	HAWKINS INC	-95.00
12/03/2025	APA001422	AP Automation	IMWCA	-8,653.00
12/03/2025	APA001423	AP Automation	INTERSTATE BATTERY	-152.95
12/03/2025	APA001424	AP Automation	ISPACE ENVIRONMENTS, INC.	-34,943.87
12/03/2025	APA001425	AP Automation	KONICA MINOLTA	-379.31
12/03/2025	APA001426	AP Automation	MENARDS - ALTOONA	-562.08
12/03/2025	APA001427	AP Automation	METRO WASTE AUTHORITY	-98,942.86
12/03/2025	APA001428	AP Automation	MICROBAC LABORATORIES, INC	-473.00
12/03/2025	APA001429	AP Automation	MISFIT STUDIOS-515 LLC	-400.00
12/03/2025	APA001430	AP Automation	MURTHA INDOOR SOLUTIONS	-2,251.03
12/03/2025	APA001431	AP Automation	OCCUPATIONAL HEALTH CENETERS	-362.00
12/03/2025	APA001432	AP Automation	OCCUPATIONAL HEALTH CENETERS	-413.00
12/03/2025	APA001433	AP Automation	OMNI EMS	-2,298.22
12/03/2025	APA001434	AP Automation	OREILLY AUTO PARTS	-256.98
12/03/2025	APA001435	AP Automation	PATRIOT CRITICAL POWER LLC	-2,259.81
12/03/2025	APA001436	AP Automation	PIGOTT INC	-4,635.35
12/03/2025	APA001437	AP Automation	POLK COUNTY SHERIFF	-73,616.25
12/03/2025	APA001438	AP Automation	POLK COUNTY SHERIFF	-73,616.25
12/03/2025	APA001439	AP Automation	ROOF, GERDES, ERLBACHER, PLC	-15,250.00
12/03/2025	APA001440	AP Automation	STOREY-KENWORTHY COMPANY	-275.86
12/03/2025	APA001441	AP Automation	STRATUS BUILDNG SOLUTIONS IOWA	-2,053.46
12/03/2025	APA001442	AP Automation	UNITYPOINT CLINIC-OCCUPATI MED	-84.00
12/03/2025	APA001443	AP Automation	UNITYPOINT CLINIC-OCCUPATI MED	-147.50
12/03/2025	APA001444	AP Automation	VALEO NETWORKS	-191.70
12/03/2025	APA001445	AP Automation	VALEO NETWORKS	-9,940.32
12/03/2025	APA001446	AP Automation	VEENSTRA & KIMM, INC.	-30,517.70
12/03/2025	APA001447	AP Automation	WORKSPACE	-31,649.59
12/03/2025	DFT0004323	Bank Draft	MIDAMERICAN ENERGY	-9,277.02
12/04/2025	DFT0004392	Bank Draft	TREASURER - STATE OF IOWA	-11,721.37
12/04/2025	DFT0004393	Bank Draft	TREASURER - STATE OF IOWA	-2,090.43
12/05/2025	APA001448	AP Automation	ACME TOOLS DES MOINES	-308.99
12/05/2025	APA001449	AP Automation	ALTOONA ACE HARDWARE	-39.92
12/05/2025	APA001450	AP Automation	AMAZON CAPITAL SERVICES	-2,653.23
12/05/2025	APA001451	AP Automation	ARMOR EQUIPMENT	-132.08
12/05/2025	APA001452	AP Automation	ASCENDANCE TRUCKS, LLC	-782.67
12/05/2025	APA001453	AP Automation	AT&T MOBILITY	-474.54
12/05/2025	APA001454	AP Automation	BAMWX LLC	-3,600.00
12/05/2025	APA001455	AP Automation	BAUER BUILT TIRE	-251.70
12/05/2025	APA001456	AP Automation	BEECHER EMISSION SOLUTION TECHNOLC	-19,992.00
12/05/2025	APA001457	AP Automation	BOUND TREE MEDICAL LLC	-429.75

Item Date	Reference	Item Type	Description	Amount
12/05/2025	APA001458	AP Automation	CENTRAL IOWA MECHANICAL	-3,990.90
12/05/2025	APA001459	AP Automation	CFI SALES INC.	-439.22
12/05/2025	APA001460	AP Automation	CINTAS CORPORATION #762	-270.19
12/05/2025	APA001461	AP Automation	CONFLUENCE	-8,375.00
12/05/2025	APA001462	AP Automation	CONVERGINT TECHNOLOGIES LLC	-3,903.00
12/05/2025	APA001463	AP Automation	CORE & MAIN LP	-1,034.18
12/05/2025	APA001464	AP Automation	D & K PRODUCTS	-70.00
12/05/2025	APA001465	AP Automation	DEMCO	-560.88
12/05/2025	APA001466	AP Automation	Environmental Property Solutions, Inc.	-1,700.00
12/05/2025	APA001467	AP Automation	GANNETT MEDIA CORP	-574.16
12/05/2025	APA001468	AP Automation	GRAYBAR	-211.56
12/05/2025	APA001469	AP Automation	HARN R/O SYSTEMS INC	-5,000.00
12/05/2025	APA001470	AP Automation	HAWKEYE TRUCK EQUIPMENT	-1,241.06
12/05/2025	APA001471	AP Automation	HILDE DEBRUYNE	-7,500.00
12/05/2025	APA001472	AP Automation	HR GREEN, INC.	-33,401.35
12/05/2025	APA001473	AP Automation	I & S GROUP, INC.	-8,117.25
12/05/2025	APA001474	AP Automation	IOWA ONE CALL	-228.80
12/05/2025	APA001475	AP Automation	IOWA PRISON INDUSTRIES	-4,607.38
12/05/2025	APA001476	AP Automation	IOWA RURAL WATER ASSOCIATION	-465.00
12/05/2025	APA001477	AP Automation	IOWA DEPT OF TRANSPORTATION	-2,472.98
12/05/2025	APA001478	AP Automation	IEDA	-855.00
12/05/2025	APA001479	AP Automation	INGRAM LIBRARY SERVICES	-797.65
12/05/2025	APA001480	AP Automation	KADETH INC	-685.00
12/05/2025	APA001481	AP Automation	LAWSON PRODUCTS, INC.	-90.36
12/05/2025	APA001482	AP Automation	MENARDS - ALTOONA	-869.48
12/05/2025	APA001483	AP Automation	MERCY NORTH PHARMACY	-150.22
12/05/2025	APA001484	AP Automation	MICROBAC LABORATORIES, INC	-87.50
12/05/2025	APA001485	AP Automation	MIDAMERICAN ENERGY	-5,320.68
12/05/2025	APA001486	AP Automation	MIDWEST TAPE, LLC	-559.62
12/05/2025	APA001487	AP Automation	MUNICIPAL SUPPLY, INC.	-29,084.84
12/05/2025	APA001488	AP Automation	NAPA AUTO PARTS	-13.62
12/05/2025	APA001489	AP Automation	OREILLY AUTO PARTS	-1,118.34
12/05/2025	APA001490	AP Automation	OVERDRIVE INC	-2,097.16
12/05/2025	APA001491	AP Automation	P & P SMALL ENGINES	-558.75
12/05/2025	APA001492	AP Automation	PLUMB SUPPLY	-233.13
12/05/2025	APA001493	AP Automation	RACOM CORPORATION	-555.56
12/05/2025	APA001494	AP Automation	SCOTT'S AUTO GLASS	-130.00
12/05/2025	APA001495	AP Automation	SECURITY EQUIPMENT, INC.	-36.00
12/05/2025	APA001496	AP Automation	SHIVE-HATTERY INC	-27,201.58
12/05/2025	APA001497	AP Automation	STRATUS BUILDNG SOLUTIONS IOWA	-851.56
12/05/2025	APA001498	AP Automation	STRYKER SALES CORPORATION	-4,661.28
12/05/2025	APA001499	AP Automation	SURVEYING AND MAPPING, LLC	-600.00
12/05/2025	APA001500	AP Automation	THE DEALT HAND	-100.00
12/05/2025	APA001501	AP Automation	THE DES MOINES REGISTER	-501.02
12/05/2025	APA001502	AP Automation	TIMBERPINE, INC.	-11,235.00

Item Date	Reference	Item Type	Description	Amount
12/05/2025	APA001503	AP Automation	UNIQUE	-58.25
12/05/2025	APA001504	AP Automation	US CELLULAR	-306.53
12/05/2025	APA001505	AP Automation	VEENSTRA & KIMM, INC.	-114,315.33
12/05/2025	APA001506	AP Automation	VENDNOVATION, LLC	-50.00
12/05/2025	DFT0004372	Bank Draft	ISOLVED BENEFIT SERVICES	-2,396.80
12/05/2025	DFT0004381	Bank Draft	TREASURER - STATE OF IOWA	-4,434.40
12/05/2025	DFT0004382	Bank Draft	IRS USATAXPYMT	-35,868.31
12/05/2025	DFT0004386	Bank Draft	IRS USATAXPYMT	-435.34
12/05/2025	DFT0004388	Bank Draft	IRS USATAXPYMT	-303.54
12/05/2025	DFT0004390	Bank Draft	CON-STRUCT INC	-5,282.75
12/05/2025	DFT0004391	Bank Draft	RYAN COMPANIES US INC.	-1,407,708.20
12/05/2025	DFT0004394	Bank Draft	GOOGLE LLC	-26.71
12/05/2025	EFT0000824	EFT	Payroll EFT	-107,105.48
12/05/2025	EFT0000825	EFT	Payroll EFT	-8,678.90
12/05/2025	EFT0000826	EFT	Payroll EFT	-247.17
12/06/2025	DFT0004301	Bank Draft	ISOLVED BENEFIT SERVICES	-52.60
12/06/2025	DFT0004301	Bank Draft Reversal	ISOLVED BENEFIT SERVICES Reversal	52.60
12/06/2025	DFT0004329	Bank Draft Reversal	ISOLVED BENEFIT SERVICES Reversal	52.40
12/06/2025	DFT0004329	Bank Draft	ISOLVED BENEFIT SERVICES	-52.40
12/08/2025	DFT0004395	Bank Draft	FIRST NATIONAL BANK OMAHA	-1,208.90
12/08/2025	DFT0004397	Bank Draft	FIRST NATIONAL BANK OMAHA	-2,877.58
12/09/2025	DEP0045496	Deposit Reversal	MOVE 250K FROM IAPIT CD TO POOLED CA	-250,000.00
12/09/2025	EFT0000832	EFT	MOVE REVENUE FROM CHECKING TO IPAIT	-600.78
12/10/2025	DFT0004396	Bank Draft	MI-FIBER LLC	-30.25
12/12/2025	APA001507	AP Automation	AIRGAS USA, LLC	-89.10
12/12/2025	APA001508	AP Automation	BAKER GROUP	-2,311.12
12/12/2025	APA001509	AP Automation	BONDURANT CHAMBER OF COMMERCE	-1,210.00
12/12/2025	APA001510	AP Automation	BOUND TREE MEDICAL LLC	-310.69
12/12/2025	APA001511	AP Automation	CIVICPLUS, LLC	-3,893.89
12/12/2025	APA001512	AP Automation	DINGES FIRE COMPANY	-504.00
12/12/2025	APA001513	AP Automation	GANNETT MEDIA CORP	-436.40
12/12/2025	APA001514	AP Automation	GENERAL TRAFFIC CONTROLS, INC.	-1,675.00
12/12/2025	APA001515	AP Automation	I & S GROUP, INC.	-84,395.35
12/12/2025	APA001516	AP Automation	IMWCA	-8,653.00
12/12/2025	APA001517	AP Automation	KONICA MINOLTA BUSINESS SOLUTIONS	-282.90
12/12/2025	APA001518	AP Automation	MENARDS - ALTOONA	-241.56
12/12/2025	APA001519	AP Automation	MERCY NORTH PHARMACY	-69.26
12/12/2025	APA001520	AP Automation	PATRIOT CRITICAL POWER LLC	-459.97
12/12/2025	APA001521	AP Automation	POLK COUNTY AUDITOR	-3,501.04
12/12/2025	APA001522	AP Automation	POLK COUNTY SHERIFF	-73,616.25
12/12/2025	APA001523	AP Automation	SCHNEIDER GRAPHICS, INC.	-73.95
12/12/2025	APA001524	AP Automation	UNITYPOINT CLINIC-OCCUPATI MED	-84.00
12/12/2025	APA001525	AP Automation	VALEO NETWORKS	-6,309.00
12/12/2025	DFT0004398	Bank Draft Reversal	A KINGS THRONE LLC	240.00
12/12/2025	DFT0004399	Bank Draft	WEX BANK	-3,458.22

Cleared Other

Item Date	Reference	Item Type	Description	Amount
12/12/2025	DFT0004400	Bank Draft	ALLIANCE CONSTRUCTION GROUP	-439,147.64
12/12/2025	DFT0004401	Bank Draft	MANATT'S INC.	-558,617.56
12/12/2025	DFT0004402	Bank Draft	STERNQUIST CONSTRUCTION, INC.	-309,302.20
12/12/2025	DFT0004403	Bank Draft	MR VENTURES LLC	-65,188.13
12/15/2025	APA001526	AP Automation	NATIONAL PUBLIC EMPLOYER LABOR RELA	-215.00
12/15/2025	APA001527	AP Automation	VALEO NETWORKS	-8,570.52
12/17/2025	DFT0004429	Bank Draft	POSTMASTER	-126.27
12/18/2025	APA001528	AP Automation	KONICA MINOLTA PREMIER FINANCE	-234.40
12/18/2025	APA001529	AP Automation	KONICA MINOLTA PREMIER FINANCE	-236.88
12/18/2025	APA001530	AP Automation	PATRIOT CRITICAL POWER LLC	-8,702.50
12/18/2025	APA001531	AP Automation	VERIZON WIRELESS	-1,792.25
12/19/2025	DFT0004249	Bank Draft	IOWA WORKFORCE DEVELOPMENT	-100.44
12/19/2025	DFT0004284	Bank Draft	IOWA WORKFORCE DEVELOPMENT	-91.00
12/19/2025	DFT0004311	Bank Draft	IOWA WORKFORCE DEVELOPMENT	-89.79
12/19/2025	DFT0004339	Bank Draft	IOWA WORKFORCE DEVELOPMENT	-87.76
12/19/2025	DFT0004368	Bank Draft	MISSION SQUARE	-2,480.00
12/19/2025	DFT0004369	Bank Draft	MISSION SQUARE	-435.22
12/19/2025	DFT0004370	Bank Draft	MISSION SQUARE	-861.50
12/19/2025	DFT0004376	Bank Draft	IPERS	-626.77
12/19/2025	DFT0004380	Bank Draft	IPERS	-22,785.56
12/19/2025	DFT0004383	Bank Draft	IOWA WORKFORCE DEVELOPMENT	-89.92
12/19/2025	DFT0004384	Bank Draft	IPERS	-1,706.70
12/19/2025	DFT0004385	Bank Draft	TREASURER - STATE OF IOWA	-34.34
12/19/2025	DFT0004387	Bank Draft	TREASURER - STATE OF IOWA	-1.97
12/19/2025	DFT0004389	Bank Draft	IOWA WORKFORCE DEVELOPMENT	-1.54
12/19/2025	DFT0004404	Bank Draft	MISSION SQUARE	-2,430.00
12/19/2025	DFT0004405	Bank Draft	MISSION SQUARE	-435.22
12/19/2025	DFT0004406	Bank Draft	MISSION SQUARE	-882.50
12/19/2025	DFT0004408	Bank Draft	ISOLVED BENEFIT SERVICES	-2,397.39
12/19/2025	DFT0004412	Bank Draft	IPERS	-626.77
12/19/2025	DFT0004416	Bank Draft	IPERS	-23,446.68
12/19/2025	DFT0004417	Bank Draft	TREASURER - STATE OF IOWA	-4,466.25
12/19/2025	DFT0004418	Bank Draft	IRS USATAXPYMT	-35,662.81
12/19/2025	DFT0004419	Bank Draft	IOWA WORKFORCE DEVELOPMENT	-82.75
12/19/2025	EFT0000843	EFT	Payroll EFT	-108,078.86
12/23/2025	DFT0004420	Bank Draft	TCM BANK NA	-1,759.34
12/23/2025	DFT0004421	Bank Draft	TCM BANK NA	-853.16
12/23/2025	DFT0004423	Bank Draft	UMB BANK	-600.00
12/23/2025	DFT0004424	Bank Draft	UMB BANK	-600.00
12/23/2025	DFT0004425	Bank Draft	UMB BANK	-300.00
12/23/2025	DFT0004426	Bank Draft	UMB BANK	-250.00
12/23/2025	DFT0004427	Bank Draft	UMB BANK	-250.00
12/23/2025	DFT0004428	Bank Draft	UMB BANK	-250.00
12/29/2025	65137	Check Reversal	Reverse Refund Check LAWRENCE EZELL	128.01
12/29/2025	APA001532	AP Automation	ALLY ENTERPRISES, INC.	-2,430.00

Cleared Other

Item Date	Reference	Item Type	Description	Amount
12/29/2025	APA001533	AP Automation	ANKENY SANITATION	-342.50
12/29/2025	APA001534	AP Automation	AT&T MOBILITY	-1,098.29
12/29/2025	APA001535	AP Automation	BOUND TREE MEDICAL LLC	-294.38
12/29/2025	APA001536	AP Automation	BRICK GENTRY P.C.	-40.00
12/29/2025	APA001537	AP Automation	CALHOUN-BURNS & ASSOC INC.	-1,083.50
12/29/2025	APA001538	AP Automation	CAPITAL CITY EQUIPMENT	-224.73
12/29/2025	APA001539	AP Automation	CINTAS CORPORATION #762	-39.93
12/29/2025	APA001540	AP Automation	CITY OF DES MOINES	-75,747.30
12/29/2025	APA001541	AP Automation	DIAM PEST CONTROL	-100.00
12/29/2025	APA001542	AP Automation	DINGES FIRE COMPANY	-450.00
12/29/2025	APA001543	AP Automation	ELECTRIC PUMP INC.	-590.00
12/29/2025	APA001544	AP Automation	GREATER DES MOINES CONVENTION & VIS	-1,500.00
12/29/2025	APA001545	AP Automation	HAWKEYE TRUCK EQUIPMENT	-462.19
12/29/2025	APA001546	AP Automation	HEIMAN FIRE EQUIPMENT	-1,276.00
12/29/2025	APA001547	AP Automation	HENRY ROBERT VEENSTRA JR.	-14,926.50
12/29/2025	APA001548	AP Automation	HR GREEN, INC.	-2,824.25
12/29/2025	APA001549	AP Automation	I & S GROUP, INC.	-11,285.00
12/29/2025	APA001550	AP Automation	IOWA ONE CALL	-624.00
12/29/2025	APA001551	AP Automation	IMAGE 360	-343.00
12/29/2025	APA001552	AP Automation	IMS ALLIANCE	-34.50
12/29/2025	APA001553	AP Automation	JAMES CONSTRUCTION	-2,880.00
12/29/2025	APA001554	AP Automation	LANDSCAPE TECHNOLOGIES LLC	-400.00
12/29/2025	APA001555	AP Automation	MCKINNEY TOWING	-437.50
12/29/2025	APA001556	AP Automation	MENARDS - ALTOONA	-341.44
12/29/2025	APA001557	AP Automation	MERCY NORTH PHARMACY	-57.99
12/29/2025	APA001558	AP Automation	MICROBAC LABORATORIES, INC	-87.50
12/29/2025	APA001559	AP Automation	MUNICIPAL SUPPLY, INC.	-3,863.00
12/29/2025	APA001560	AP Automation	OCCUPATIONAL HEALTH CENETERS	-362.00
12/29/2025	APA001561	AP Automation	OREILLY AUTO PARTS	-575.78
12/29/2025	APA001562	AP Automation	P & P SMALL ENGINES	-27.00
12/29/2025	APA001563	AP Automation	PATRIOT CRITICAL POWER LLC	-997.46
12/29/2025	APA001564	AP Automation	SCHNEIDER GRAPHICS, INC.	-3,337.43
12/29/2025	APA001565	AP Automation	SOMEWHERE IN THE MIDDLE COFFEE SHO	-202.35
12/29/2025	APA001566	AP Automation	STRYKER SALES CORPORATION	-7,695.00
12/29/2025	APA001567	AP Automation	TOMPKINS INDUSTRIES, INC.	-81.79
12/29/2025	APA001568	AP Automation	VARIED CONSTRUCTION SERVICES	-1,465.00
12/31/2025	DFT0004431	Bank Draft	DES MOINES WATER WORKS	-28,796.81
12/31/2025	DFT0004432	Bank Draft	DES MOINES WATER WORKS	-70,757.23
12/31/2025	DFT0004450	Bank Draft	RW EXCAVATING SOLUTIONS, LLC	-727.50
12/31/2025	DFT0004451	Bank Draft	RW EXCAVATING SOLUTIONS, LLC	-13,884.45
			Total Cleared Other (245)	-5,009,294.94

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
08/01/2023	62410	Check	MARGARET BUTLER	-5.01
08/01/2024	64098	Check	TYLER M JOHNSTON	-36.19
01/02/2025	64721	Check	BROCK M CHAPMAN	-16.68
02/03/2025	64760	Check	KENNETH CORNELIUS	-10.73
03/03/2025	64781	Check	MATTHEW MCKENNA	-74.87
03/03/2025	64784	Check	WOLF CREEK PLAN LLC	-150.00
03/03/2025	64788	Check	JODI L THOMPSON	-44.00
03/03/2025	64789	Check	SHAWN A WILLIAMSON	-77.85
03/03/2025	64804	Check	K JOHNSON CONSTRUCTION	-150.00
03/03/2025	64805	Check	WORLD CLASS LIQUOR	-101.75
05/01/2025	64867	Check	ORTON HOMES LLC	-110.95
06/02/2025	64913	Check	NICHOLAS F TEW	-118.74
06/02/2025	64915	Check	SYDNEY COOPER	-20.99
06/02/2025	64916	Check	NDAYISHIMIYE ISHMAEL	-122.64
07/01/2025	64959	Check	CHLOE J CARSON	-104.90
08/01/2025	64992	Check	JORDAN E ALLEN	-11.86
08/01/2025	65005	Check	SOLOMON BLESS	-20.95
09/02/2025	65029	Check	DEVIN I EARLY	-119.23
09/02/2025	65036	Check	MICHAEL J LANCASTER	-66.44
09/02/2025	65042	Check	VINCENT GENERAL CONTRACTING	-14.20
10/01/2025	65062	Check	NICHOLAS KRONE	-11.98
11/03/2025	65105	Check	FREDRICK J PACE	-0.81
11/03/2025	65106	Check	SALIH H DAWY	-121.42
12/01/2025	65146	Check	ROBERT J BARR	-60.37
12/01/2025	65155	Check	SCOTT P LONG	-98.41
12/15/2025	65156	Check	ANTHONY RAUTERBERG	-42.54
12/15/2025	65158	Check	ISU EXTENSION - POLK COUNTY	-90.00
12/29/2025	65162	Check	LAWRENCE EZELL	-128.01
			Total Outstanding Checks (28)	-1,931.52

Bank Statement Register

Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Bank Draft Reversal	3	0.00	345.00	345.00
Bank Draft	73	0.00	-3,313,690.21	-3,313,690.21
Check	66	-1,931.52	-7,789.88	-9,721.40
Deposit	203	0.00	4,812,725.04	4,812,725.04
EFT	9	0.00	-347,526.29	-347,526.29
Check Reversal	1	0.00	128.01	128.01
Deposit Reversal	1	0.00	-250,000.00	-250,000.00
AP Automation	158	0.00	-1,098,551.45	-1,098,551.45
		-1,931.52	-204,359.78	-206,291.30

Bank Statement Register

Iowa Public Agency Investment Trust

Period 12/1/2025 - 12/31/2025

Packet: BRPKT00324

Bank Statement		General Ledger	
Beginning Balance	43,991,758.48	Account Balance	40,733,045.67
Plus Debits	3,757,600.78	Less Outstanding Debits	0.00
Less Credits	7,016,313.59	Plus Outstanding Credits	0.00
Adjustments	199,832.11	Adjustments	199,832.11
Ending Balance	40,932,877.78	Adjusted Account Balance	40,932,877.78

Statement Ending Balance	40,932,877.78
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

001-000-1150	IPAIT - GENERAL FUND 11763 MM
110-000-1159	IPAIT - ROAD FUND 125
121-000-1150	IPAIT - LOSST 128
167-000-1150	IPAIT - LIBRARY T&A MM 110
200-000-1151	IPAIT CD - DEBT SERVICE 124
200-000-1162	IPAIT - DEBT SERVICE 124
306-000-1150	IPAIT - CITY CAMPUS 131
325-000-1150	IPAIT - STREETS MASTER PLAN 133
325-000-1151	IPAIT CD - STREET MASTER PLAN
327-000-1150	IPAIT - GRANT ST S/COMMUTER LOOP 126
329-000-1150	IPAIT - CVT EAST 203
330-000-1150	IPAIT - THE STATION 204
333-000-1150	IPAIT - DITCH 2 CREEK IMPROVEMENT 112
335-000-1150	IPAIT - PARKS 109
335-000-1151	IPAIT CD - PARKS
337-000-1150	IPAIT - THE GRAIN DISTRICT
338-000-1150	IPAIT - MAINSTREET STORMWATER 118
340-000-1150	IPAIT - UNDRPASS HWY65 114
341-000-1150	IPAIT - TIF PARKLAND 115
342-000-1150	IPAIT - IST & MAIN ECON
343-000-1150	IPAIT - DOWNTOWN PARKING 206
343-000-1151	IPAIT CD - DOWNTOWN PARKING 206
344-000-1150	IPAIT - 16TH ST NE - GRANT TO PLEASANT
346-000-1150	IPAIT - CITY HALL
347-000-1150	IPAIT - BRIDGE INTERSECTION 121
347-000-1151	IPAIT CD - 10TH ST BRIDGE 121
348-000-1150	IPAIT - NE STWATER EXPAN/DOWNSTRM CAP 122
350-000-1150	IPAIT - PROJECT BLUEJAY 202
351-000-1150	IPAIT - LIBRARY EXPANSION 129

353-000-1150	IPAIT - OMEGA 120
354-000-1150	IPAIT - COMMERCE CROSSING
355-000-1150	IPAIT - CENTRAL DISTRICT STORMWATER 134
356-000-1150	IPAIT - CERTIFIED SITE IMPROVEMENTS 132
500-000-1150	IPAIT - CEMETERY T/A 108
600-000-1151	IPAIT - WATER OPERAT 104
600-000-1159	IPAIT - UTILITY DEPOSITS 111
610-000-1151	IPAIT - SEWER OPERAT 103
610-000-1153	IPAIT - NW TRK SEWR EXT 117
610-000-1154	IPAIT - SEWER RESERVE 201
741-000-1150	IPAIT - STORM WATER RESERVE 2020E 130

Adjustments

Item Date	Reference	Item Type	Description	Offsetting Account Number	Amount
12/24/2025	INT0001474	Interest	CD MATURED	347-520-4-4300	16,954.52
12/24/2025	INT0001472	Interest	CD MATURED	347-520-4-4300	6,593.42
12/24/2025	INT0001471	Interest	CD MATURED	335-430-4-4300	536.90
12/24/2025	INT0001470	Interest	CD MATURED	325-210-4-4300	12,179.00
12/24/2025	INT0001469	Interest	CD MATURED	200-710-4-4300	31,094.34
12/24/2025	INT0001473	Interest	CD MATURED	325-210-4-4300	37,742.65
12/31/2025	INT0001468	Interest	INTEREST DOWNTOWN	343-220-4-4300	215.96
12/31/2025	INT0001467	Interest	INTEREST GRAIN	337-210-4-4300	11,057.93
12/31/2025	INT0001466	Interest	INTEREST STATION	330-440-4-4300	10,535.95
12/31/2025	INT0001465	Interest	INTEREST CVT	329-210-4-4300	2,165.73
12/31/2025	INT0001464	Interest	INTEREST 2020C	610-815-4-4300	349.67
12/31/2025	INT0001463	Interest	INTEREST CENTRAL	355-865-4-4300	18,102.81
12/31/2025	INT0001462	Interest	INTEREST STREETS	325-210-4-4300	22,494.27
12/31/2025	INT0001461	Interest	INTEREST CERTIFIED	356-520-4-4300	354.69
12/31/2025	INT0001460	Interest	INTEREST CAMPUS	306-150-4-4300	4,102.42
12/31/2025	INT0001458	Interest	INTEREST LOSST	121-950-4-4301	651.46
12/31/2025	INT0001457	Interest	INTEREST LOOP	327-210-4-4300	1.86
12/31/2025	INT0001456	Interest	INTEREST ROAD	110-210-4-4300	806.16
12/31/2025	INT0001455	Interest	INTEREST DEBT	200-710-4-4300	762.43
12/31/2025	INT0001454	Interest	INTEREST BRIDGE	347-520-4-4300	577.24
12/31/2025	INT0001453	Interest	INTEREST DEPOSITS	600-810-4-4300	1,198.05
12/31/2025	INT0001452	Interest	INTEREST LIBRARY	167-410-4-4300	19.69
12/31/2025	INT0001451	Interest	INTEREST PARKS	335-430-4-4300	5,500.44
12/31/2025	INT0001450	Interest	INTEREST CEMETERY	500-450-4-4300	102.56
12/31/2025	INT0001449	Interest	INTEREST WATER	600-810-4-4300	2,399.27
12/31/2025	INT0001448	Interest	INTEREST SEWER	610-815-4-4300	2,398.75
12/31/2025	INT0001459	Interest	INTEREST 2020E	741-865-4-4300	455.64
12/31/2025	INT0001447	Interest	INTEREST GENERAL	001-950-4-4300	10,478.30
				Total Adjustments (28)	199,832.11

Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
09/25/2025	DEP0045581			FROM IPAIT CD 325 TO IPAIT DIVERSIF	3,200,000.00
09/25/2025	DEP0045612			343 CD MATURED, MOVE TO DIVERSIFI	140,350.00
09/25/2025	DEP0045613			343 CD MATURED, MOVE TO DIVERSIFI	109,650.00
12/09/2025	DEP0045495			MOVE REVENUE FROM CHECKING TO IF	600.78
12/24/2025	DEP0046250			PARKS SIGNAGE CD TO DIVERSIFIED	57,000.00
				Total Cleared Deposits (5)	3,507,600.78

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/25/2025	EFT0000835	EFT	FROM IPAIT CD 325 TO IPAIT DIVERSIFIED	-3,200,000.00
09/25/2025	EFT0000840	EFT	343 CD MATURED, MOVE TO DIVERSIFIED	-140,350.00
09/25/2025	EFT0000841	EFT	343 CD MATURED, MOVE TO DIVERSIFIED	-109,650.00
12/05/2025	EFT0000823	EFT	MOVE 1.4M FROM IPAIT 306 TO VISION	-1,400,000.00
12/09/2025	EFT0000831	EFT	FROM IPAIT TO VISION 337	-500,000.00
12/09/2025	EFT0000833	EFT	MOVE 250K FROM IAPIT CD TO POOLED CA	-250,000.00
12/09/2025	EFT0000833	Electronic Fund Transfer Re	MOVE 250K FROM IAPIT CD TO POOLED CA	250,000.00
12/09/2025	EFT0000842	EFT	12/9/25 MOVE FROM IPAIT 343 TO VISION	-250,000.00
12/12/2025	EFT0000836	EFT	MOVE FROM IPAIT 356 TO VISION	-319,313.59
12/12/2025	EFT0000837	EFT	MOVE FROM IPAIT 337 TO VISION	-200,000.00
12/12/2025	EFT0000838	EFT	MOVE FROM IPAIT 325 TO VISION	-500,000.00
12/12/2025	EFT0000839	EFT	MOVE FROM IPAIT 335 TO VISION	-90,000.00
12/24/2025	EFT0000849	EFT	PARKS SIGNAGE CD TO DIVERSIFIED	-57,000.00
			Total Cleared Other (13)	-6,766,313.59

Bank Statement Register

Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Deposit	5	0.00	3,507,600.78	3,507,600.78
EFT	12	0.00	-7,016,313.59	-7,016,313.59
EFT Reversal	1	0.00	250,000.00	250,000.00
		0.00	-3,258,712.81	-3,258,712.81

Bank Statement Register

Cemetery Perpetual Care

Period 12/1/2025 - 12/31/2025

Packet: BRPKT00325

Bank Statement		General Ledger	
Beginning Balance	5,152.44	Account Balance	5,152.44
Plus Debits	0.00	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	15.07	Adjustments	15.07
Ending Balance	5,167.51	Adjusted Account Balance	5,167.51

Statement Ending Balance	5,167.51
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

500-000-1111 SAVINGS - CEMETERY XXX1037

Adjustments

Item Date	Reference	Item Type	Description	Offsetting Account Number	Amount
12/31/2025	INT0001475	Interest	INTEREST CEMETERY	500-450-4-4300	15.07
				Total Adjustments (1)	15.07

Check Register

Packet: APPKT03365 - 1/16/26 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						
2996	BELL BROTHERS HEATING AND AIR C	01/16/2026	AP Automation	0.00	17,844.00	APA001631
0097	CITY OF DES MOINES	01/16/2026	AP Automation	0.00	75,747.30	APA001632
2553	CLEARGOV INC.	01/16/2026	AP Automation	0.00	21,354.85	APA001633
1022	DORSEY & WHITNEY LLP	01/16/2026	AP Automation	0.00	78,500.00	APA001634
1525	GANNETT MEDIA CORP	01/16/2026	AP Automation	0.00	915.92	APA001635
2362	GOVERNMENT FINANCE OFFICERS A	01/16/2026	AP Automation	0.00	345.00	APA001636
1340	KONICA MINOLTA	01/16/2026	AP Automation	0.00	426.75	APA001637
0286	METRO WASTE AUTHORITY	01/16/2026	AP Automation	0.00	567.00	APA001638
1504	SHIVE-HATTERY INC	01/16/2026	AP Automation	0.00	6,791.80	APA001639
2495	SOMEWHERE IN THE MIDDLE COFFE	01/16/2026	AP Automation	0.00	80.57	APA001640
1161	VEENSTRA & KIMM, INC.	01/16/2026	AP Automation	0.00	13,317.50	APA001641

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	18	11	0.00	215,890.69
	18	**11**	**0.00**	**215,890.69**

	AP Automation	18	11	0.00	215,890.69

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2026	215,890.69
			215,890.69

Check Register

Packet: APPKT03378 - 1/21/26 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						
0145	DIAM PEST CONTROL	01/22/2026	AP Automation	0.00	75.00	APA001642
0144	DES MOINES WATER WORKS	01/22/2026	AP Automation	0.00	33,796.45	APA001643
2137	JESTER INSURANCE SERVICE	01/22/2026	AP Automation	0.00	14,416.00	APA001644
2932	IOWA COMMERCIAL REAL ESTATE A	01/22/2026	AP Automation	0.00	100.00	APA001645
3034	JOYCE PRUISMANN	01/22/2026	AP Automation	0.00	650.00	APA001646
0251	MICROBAC LABORATORIES, INC	01/22/2026	AP Automation	0.00	97.50	APA001647
2492	NATIONAL PUBLIC EMPLOYER LABOI	01/22/2026	AP Automation	0.00	215.00	APA001648
2691	POLK COUNTY SHERIFF	01/22/2026	AP Automation	0.00	73,616.25	APA001649
3045	PUSH PEDAL PULL, INC	01/22/2026	AP Automation	0.00	62,753.80	APA001650
2886	TERRACON CONSULTANTS, INC	01/22/2026	AP Automation	0.00	5,500.00	APA001651
2887	WOODYS AUTO REPAIR SERVICE BOI	01/22/2026	AP Automation	0.00	155.35	APA001652

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	13	11	0.00	191,375.35
	13	**11**	**0.00**	**191,375.35**

	AP Automation	13	11	0.00	191,375.35

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2026	191,375.35
			191,375.35

Check Register

Packet: APPKT03399 - 1/28/26 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						
2935	ASCENDANCE TRUCKS, LLC	01/28/2026	AP Automation	0.00	1,977.05	APA001653
2638	BOLTON & MENK, INC	01/28/2026	AP Automation	0.00	11,252.00	APA001654
0073	BRICK GENTRY P.C.	01/28/2026	AP Automation	0.00	21,742.50	APA001655
1228	CINTAS CORPORATION #762	01/28/2026	AP Automation	0.00	39.93	APA001656
1580	D & K PRODUCTS	01/28/2026	AP Automation	0.00	56.00	APA001657
0144	DES MOINES WATER WORKS	01/28/2026	AP Automation	0.00	1,590.00	APA001658
2933	FLOWCUS	01/28/2026	AP Automation	0.00	41,310.00	APA001659
0180	GRIMES ASPHALT & PAVING	01/28/2026	AP Automation	0.00	244.90	APA001660
2951	GRIZZLY PRINT & MARKETING, INC.	01/28/2026	AP Automation	0.00	77.62	APA001661
2931	HENRY ROBERT VEENSTRA JR.	01/28/2026	AP Automation	0.00	1,550.00	APA001662
2223	IMAGE 360	01/28/2026	AP Automation	0.00	200.00	APA001663
2836	ISPACE ENVIRONMENTS, INC.	01/28/2026	AP Automation	0.00	69.00	APA001664
0842	MENARDS - ALTOONA	01/28/2026	AP Automation	0.00	42.01	APA001665
0308	MUNICIPAL SUPPLY, INC.	01/28/2026	AP Automation	0.00	3,608.87	APA001666
0325	P & P SMALL ENGINES	01/28/2026	AP Automation	0.00	86.97	APA001667
1504	SHIVE-HATTERY INC	01/28/2026	AP Automation	0.00	3,780.00	APA001668
1336	SMITH'S SEWER SERVICE, INC.	01/28/2026	AP Automation	0.00	1,519.00	APA001669

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	23	17	0.00	89,145.85
	23	**17**	**0.00**	**89,145.85**

	AP Automation	23	17	0.00	89,145.85

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2026	89,145.85
			89,145.85

Check Register

Packet: APPKT03407 - REFUND FOR BUILDING PERMIT AND FEES

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2484	D.R. HORTON	01/28/2026	Regular	0.00	7,726.96	65190
	Void	01/28/2026	Regular	0.00	0.00	65191

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	7,726.96
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	**2**	**0.00**	**7,726.96**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2026	7,726.96
			7,726.96

Check Register

Packet: APPKT03408 - 1/28/2026 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						
2935	ASCENDANCE TRUCKS, LLC	01/28/2026	Regular	0.00	111,437.00	65192
1585	BIG GREEN UMBRELLA MEDIA INC	01/28/2026	Regular	0.00	568.00	65193
3049	BRETON ENTERPRISES LLC	01/28/2026	Regular	0.00	10,032.68	65194
0224	IOWA DEPT OF TRANSPORTATION	01/28/2026	Regular	0.00	300.00	65195
0050	UMB BANK	01/27/2026	Bank Draft	0.00	600.00	DFT0004490
2918	BALL TEAM, LLC	01/23/2026	Bank Draft	0.00	85,307.65	DFT0004491
1148	MCANINCH CORPORATION	01/23/2026	Bank Draft	0.00	92,592.89	DFT0004492
2412	ALLIANCE CONSTRUCTION GROUP	01/23/2026	Bank Draft	0.00	59,659.70	DFT0004493
0291	MIDAMERICAN ENERGY	02/06/2026	Bank Draft	0.00	12,746.97	DFT0004494

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	4	0.00	122,337.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	250,907.21
EFT's	0	0	0.00	0.00
	9	**9**	**0.00**	**373,244.89**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2026	360,497.92
999	POOLED CASH	2/2026	12,746.97
			373,244.89

Payroll Check Register

Checks

Pay Period: 1/12/2026-1/25/2026

Packet: PYPKT00795 - 01/30/26 MERRILL VACATION PAYOUT
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number

***** No Checks Created In This Packet *****

Payroll Check Register
Direct Deposits
Pay Period: 1/12/2026-1/25/2026

Packet: PYPKT00795 - 01/30/26 MERRILL VACATION PAYOUT
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
MERRILL, SARAH J	1590	01/30/2026	3,432.05	107460

Payroll Check Register
Report Summary
Pay Period: 1/12/2026-1/25/2026

Packet: PYPKT00795 - 01/30/26 MERRILL VACATION PAYOUT
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	1	3,432.05
Total	**1**	**3,432.05**

Payroll Check Register

Checks

Pay Period: 1/12/2026-1/25/2026

Packet: PYPKT00797 - 01/12-01/25/26 PAID ON 01/30/26
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number

***** No Checks Created In This Packet *****

Payroll Check Register
Direct Deposits
Pay Period: 1/12/2026-1/25/2026

Packet: PYPKT00797 - 01/12-01/25/26 PAID ON 01/30/26
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
ADAMS, CASSANDRA	3148	01/30/2026	204.69	107461
ADAMS, CASSANDRA	3148	01/30/2026	204.70	107461
ADKISSON, JENNIFER	3145	01/30/2026	1,179.21	107462
AGANS, PAYTON	1602	01/30/2026	2,501.44	107463
BAAS, JAMIE	4147	01/30/2026	196.36	107464
BAILEY, BOYCE E	7104	01/30/2026	1,789.14	107465
BERGESON, JOHN W	7121	01/30/2026	2,141.14	107466
BRIGGS, ASHTON S	1511	01/30/2026	953.36	107467
CARPENTER, JOHN C	5129	01/30/2026	1,729.37	107468
CASKEY, PARKER	1607	01/30/2026	81.77	107469
CASKEY, PARKER	1607	01/30/2026	190.81	107469
CLAMAN, CATHERINE JO	3146	01/30/2026	226.45	107470
CLAMAN, CATHERINE JO	3146	01/30/2026	339.68	107470
COLLISON, PATRICK F	5103	01/30/2026	2,585.17	107471
CORY, JOHN P	7120	01/30/2026	2,159.07	107472
CRITTENDEN, MATTHEW	1567	01/30/2026	1,748.68	107473
DE LOS SANTOS, JUAN DAVID	7128	01/30/2026	1,654.97	107474
DENHAM, DARIN	7129	01/30/2026	1,759.19	107475
DENNY, KOLE	1585	01/30/2026	756.20	107476
ELLIOTT, KYLE	1568	01/30/2026	699.65	107477
GILSON, DUSTY ALAN	7124	01/30/2026	1,874.58	107478
HAGAN, SHELBY L	5118	01/30/2026	3,203.32	107479
HIGGINS, DAVID P.	7105	01/30/2026	1,881.64	107480
HORTON, JOHN C	7112	01/30/2026	100.00	107481
HORTON, JOHN C	7112	01/30/2026	4,110.67	107481
HUFF, TIMOTHY J	1559	01/30/2026	2,676.10	107482
HUFF, TIMOTHY J	1559	01/30/2026	330.00	107482
ISKE, BLAKE	1600	01/30/2026	663.87	107483
JESS, JENE' N	5123	01/30/2026	4,512.52	107484
JOHNSON, DEVIN	1610	01/30/2026	2,793.29	107485
KERR, JOHN	1611	01/30/2026	2,686.13	107486
KING, CHRISTINA M	3143	01/30/2026	633.73	107487
KLINKER-FELD, MICHELL M	3135	01/30/2026	2,879.41	107488
KLUS, KATIE	5134	01/30/2026	2,122.53	107489
KOBER, ANDREW M	1557	01/30/2026	502.65	107490
KREUDER, AARON M	1441	01/30/2026	4,218.91	107491
KRUSE, OSCAR	1586	01/30/2026	1,217.92	107492
LEINEN, DAVID	1608	01/30/2026	926.81	107493
LUING, TIFFANY A	5133	01/30/2026	2,481.64	107494
LUNDQUIST, BRADLEY D	1555	01/30/2026	1,070.19	107495
MARSHMAN, CRAIG A	5125	01/30/2026	2,362.47	107496
MASON, KYLE	1598	01/30/2026	1,371.93	107497
MATTSON, ELAINE	5135	01/30/2026	1,470.92	107498
MERRILL, SARAH J	1590	01/30/2026	2,714.30	107499
MEYERES, KYLEIGH	1601	01/30/2026	557.22	107500
MILLER, BRODY E	1582	01/30/2026	2,515.05	107501
MURRAY, MARGARET	5126	01/30/2026	3,812.50	107502
OLIVER, MARKETA S	8403	01/30/2026	300.00	107503
OLIVER, MARKETA S	8403	01/30/2026	4,328.22	107503
PEZLEY, ISAAC J	5132	01/30/2026	2,527.78	107504
RAUTERBERG, ANTHONY	1599	01/30/2026	3,062.72	107505

Packet: PYPKT00797 - 01/12-01/25/26 PAID ON 01/30/26
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
REYNOLDS, RAY A	1537	01/30/2026	1,014.09	107506
RICCIO, ANTHONY F	1583	01/30/2026	1,069.39	107507
SCHINCKE, MEGAN	3137	01/30/2026	1,808.29	107508
SEXTON, WILLIAM M	7125	01/30/2026	1,636.72	107509
SEXTON, WILLIAM M	7125	01/30/2026	250.00	107509
SIEVE, BENJAMIN JOSHUA	1606	01/30/2026	2,856.21	107510
SIMONI, ANDREW	1604	01/30/2026	2,255.88	107511
SIMONI, ANDREW	1604	01/30/2026	300.00	107511
SOCKNESS TEEPLE, MEGAN E	3147	01/30/2026	2,392.56	107512
SOCKNESS TEEPLE, MEGAN E	3147	01/30/2026	250.00	107512
SPOERRY, DANIELLE M	1527	01/30/2026	1,637.53	107513
STOULIL, JUSTIN	7131	01/30/2026	1,728.99	107514
SUHR, CARLENE E.F.	3144	01/30/2026	1,562.11	107515
SUMMERS, AANNA N	1575	01/30/2026	2,265.61	107516
SUMMERS, ALAN C	1534	01/30/2026	1,309.46	107517
WELTHA, CLAYTON	1566	01/30/2026	973.99	107518

Payroll Check Register

Report Summary

Pay Period: 1/12/2026-1/25/2026

Packet: PYPKT00797 - 01/12-01/25/26 PAID ON 01/30/26
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	112,320.90
Total	**67**	**112,320.90**

Iowa ABD Applications
February 2, 2026
City of Bondurant

Name	Address	Type
Clover Barn	8382 NE 88th Street	Renewal
Founders Irish Pub	110 1st Street, SE	Renewal

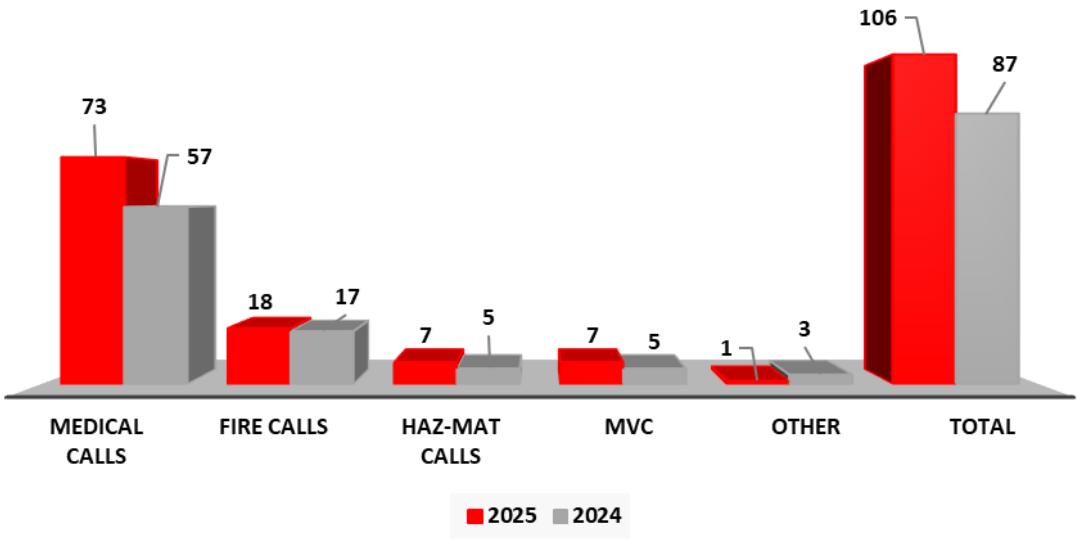
Bondurant Emergency Services

December 2025 Monthly Report

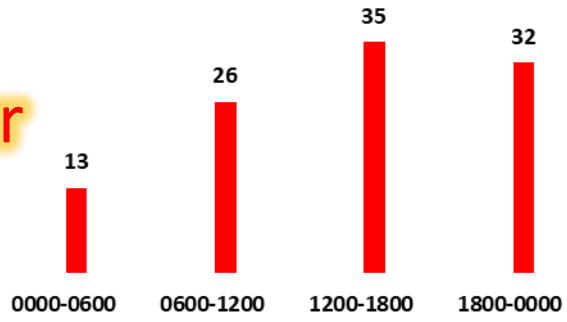


Operational Statistics

2 year December Comparison



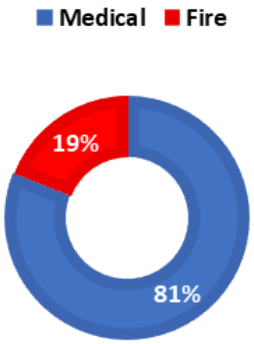
Number of Calls in 6 Hour Blocks



All-Time

Record Month For December

SIMULTANEOUS CALL BREAKDOWN



15%

Simultaneous Calls

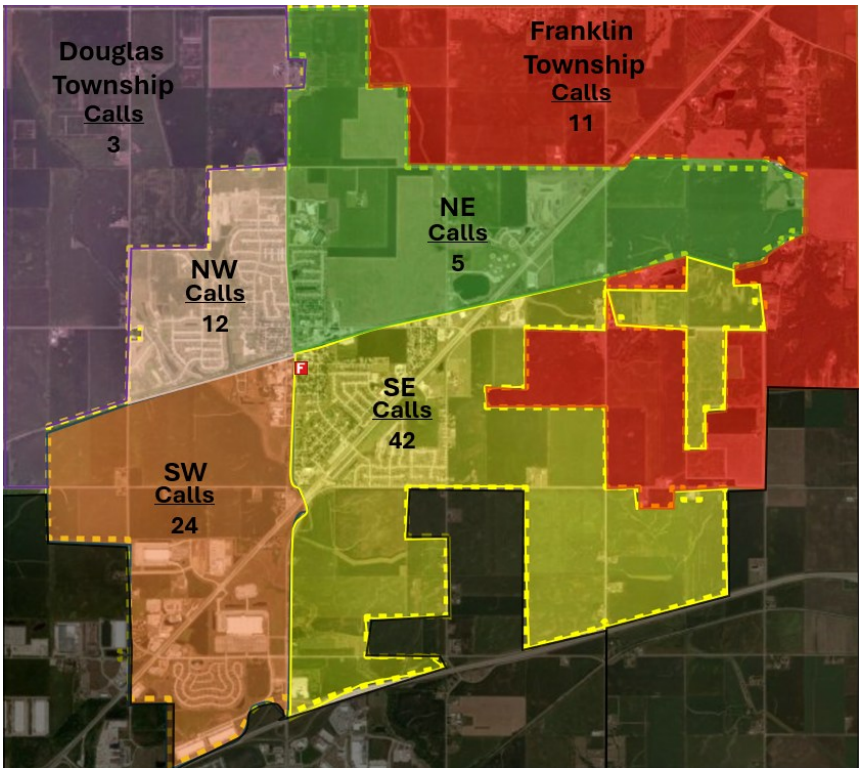
Simultaneous Calls			
2024		**2025**	
2nd out calls	10	2nd out calls	14
3rd out calls	2	3rd out calls	2
4th+ out calls	0	4th+ out calls	0
TOTAL	**12**	**TOTAL**	**16**
14% Multiple Calls		15% Multiple Calls	

Bondurant
Life Connecting

Operational Statistics

Number of Calls Per District

In December

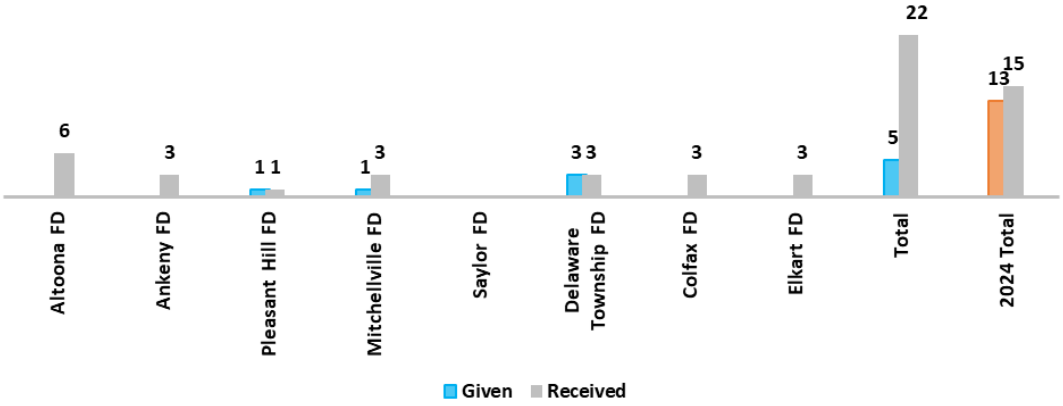


69% EMS

25% Fire

6% MVC

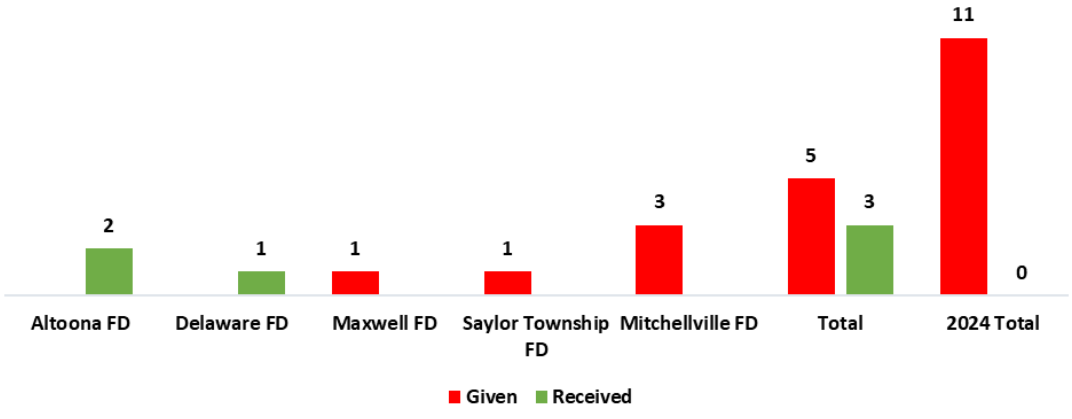
December Automatic Aid Given vs Received



Incidents Unable to Respond



December Mutual Aid Given vs Received

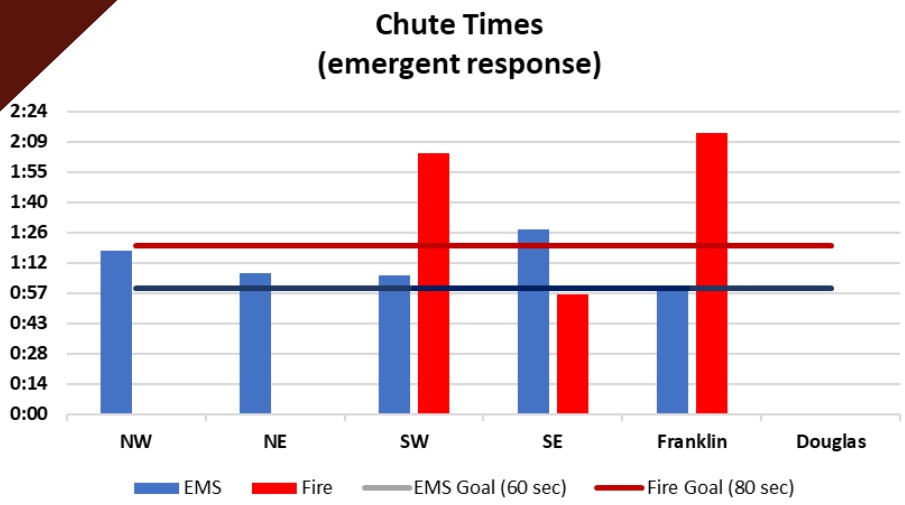


Bondurant
Life Connecting

Operational Statistics

Response Times

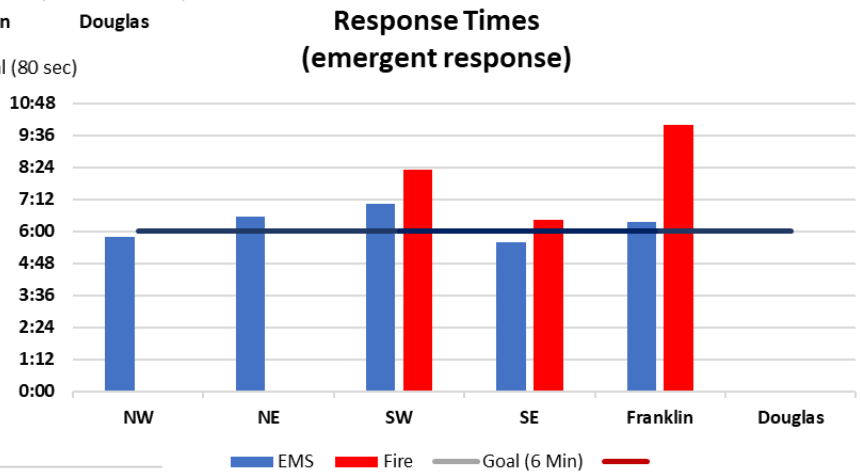
Emergent Response



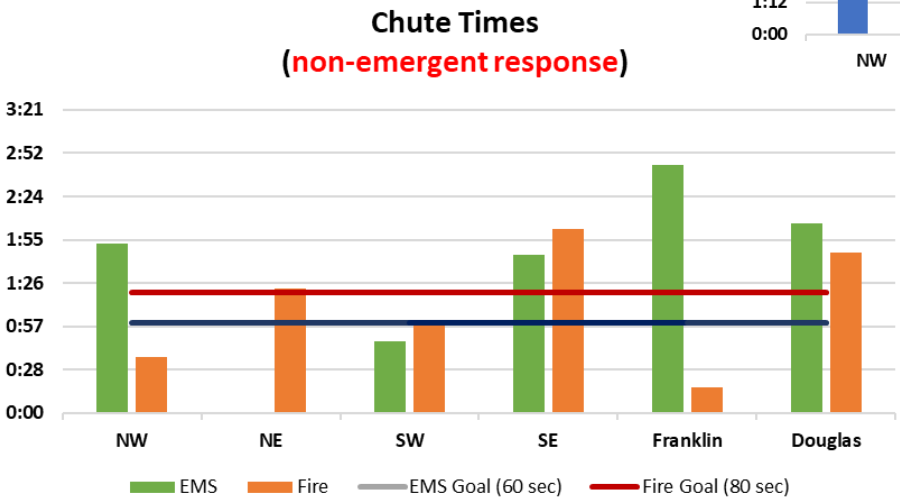
Delayed response due to multiple calls or staffing levels

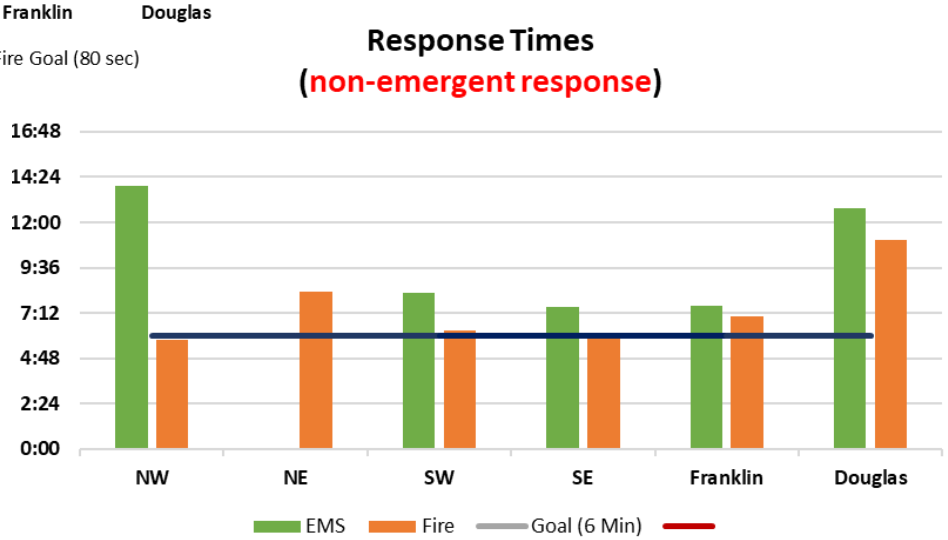
Chute– 2:40

Response– 7:41



Non-Emergent Response





Mutual aid response times to Bondurant

19:40

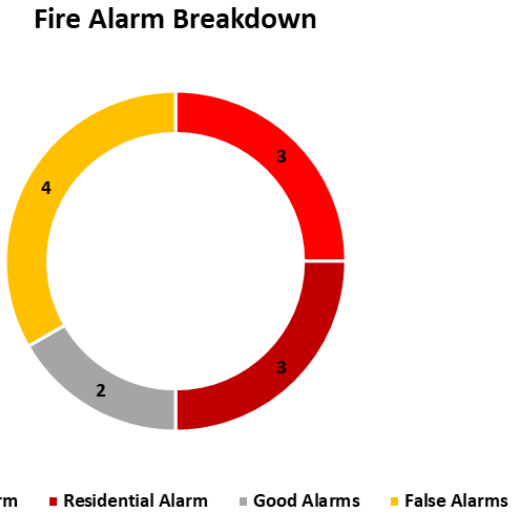
Bondurant
Life Connecting

Fire Operational Statistics

December Fire Saved vs. Loss					
2024			2025		
Saved	Loss	Total Value	Saved	Loss	Total Value
$20,000	$1,300	$21,300	$0	$55,800	$55,800



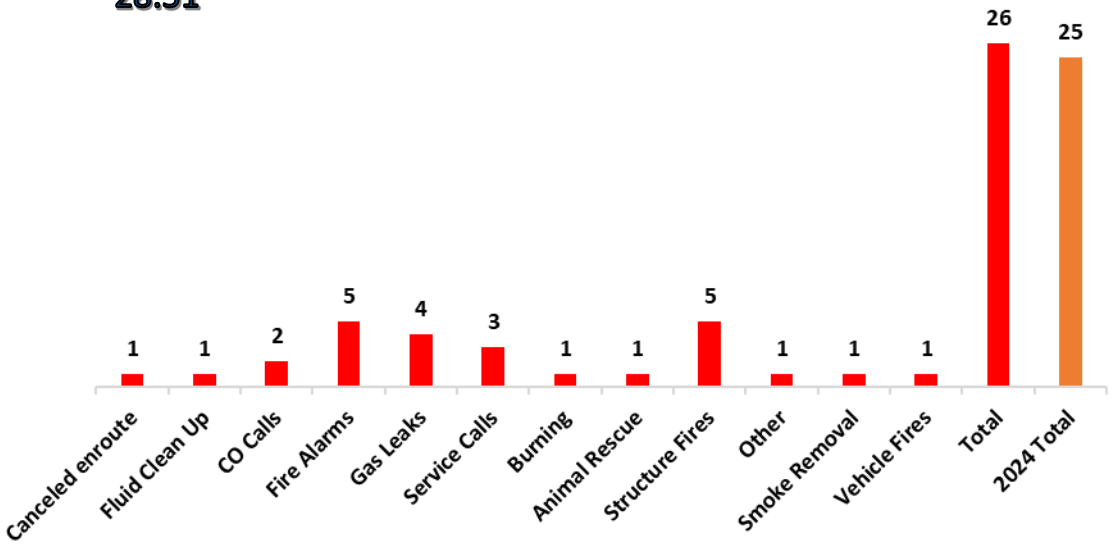






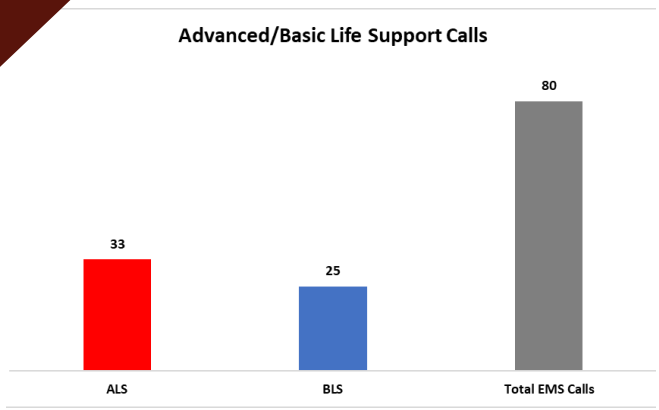
Average Fire Incident Time

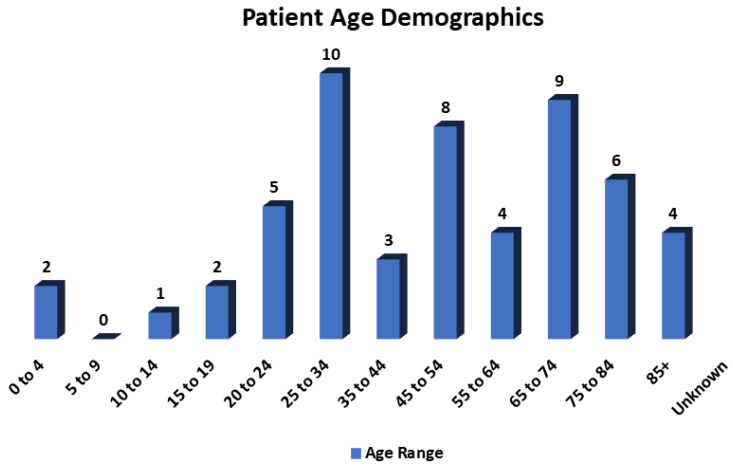
28:51

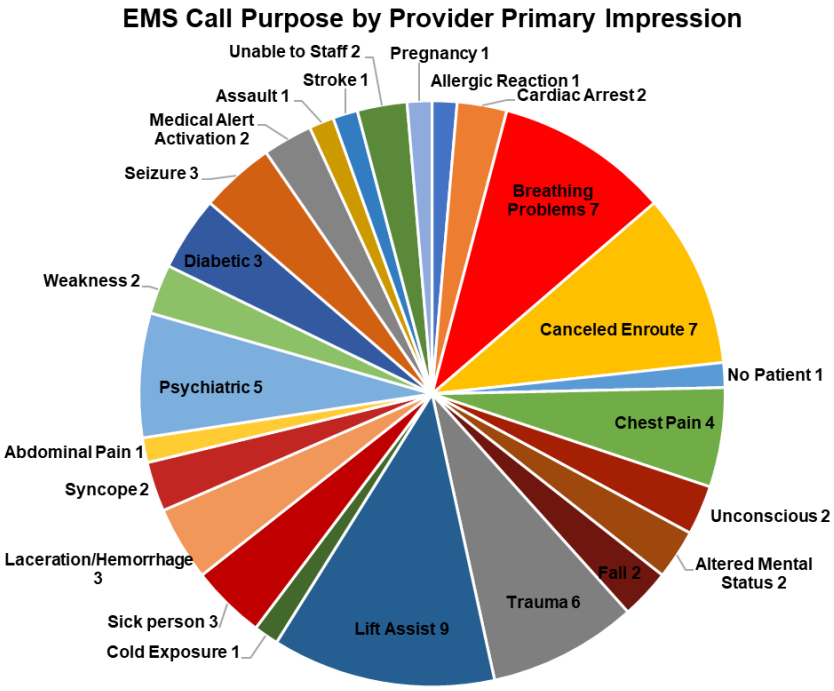


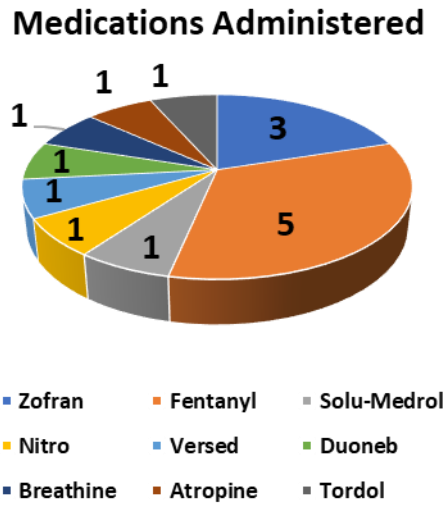
Bondurant
Life Connecting

EMS Operational Statistics





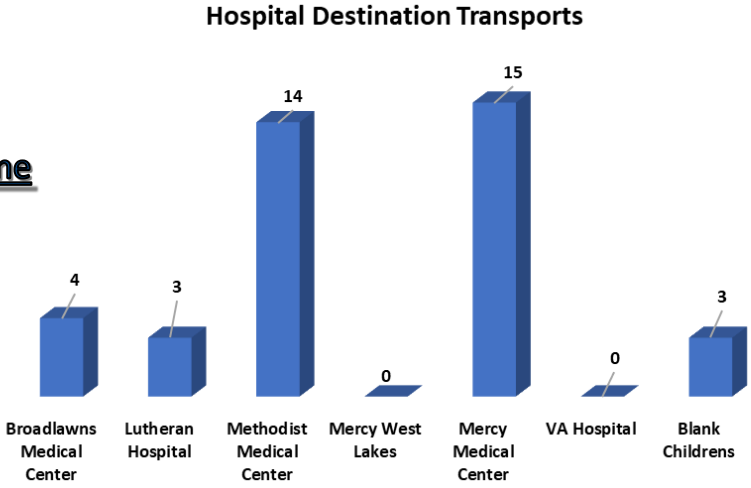






Average EMS Incident Time

49:07



Bondurant
Life Connecting

Training Division

For the month of December department members trained on the following:

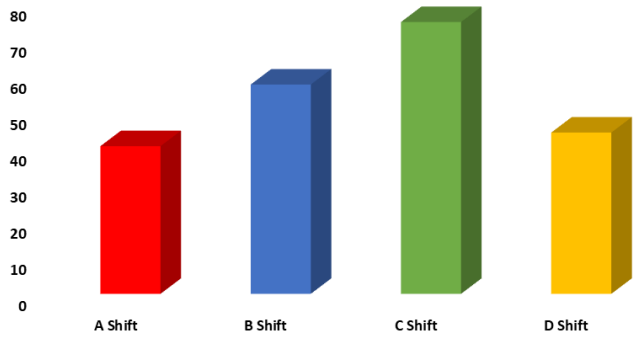
Fire Training	EMS Training	Professional Development	SOG's/Protocol Review
Electric & Alternative Fuel Vehicles	Bariatric Patients	Officer's Meeting	
Tender In-Service	Crime Scene Awareness	Workplace Stress	
	Lifting/Moving Patients		
	Poisoning & Overdose		
	Working in Extreme Temps.		



New Clearance

John Kerr– **Paramedic**

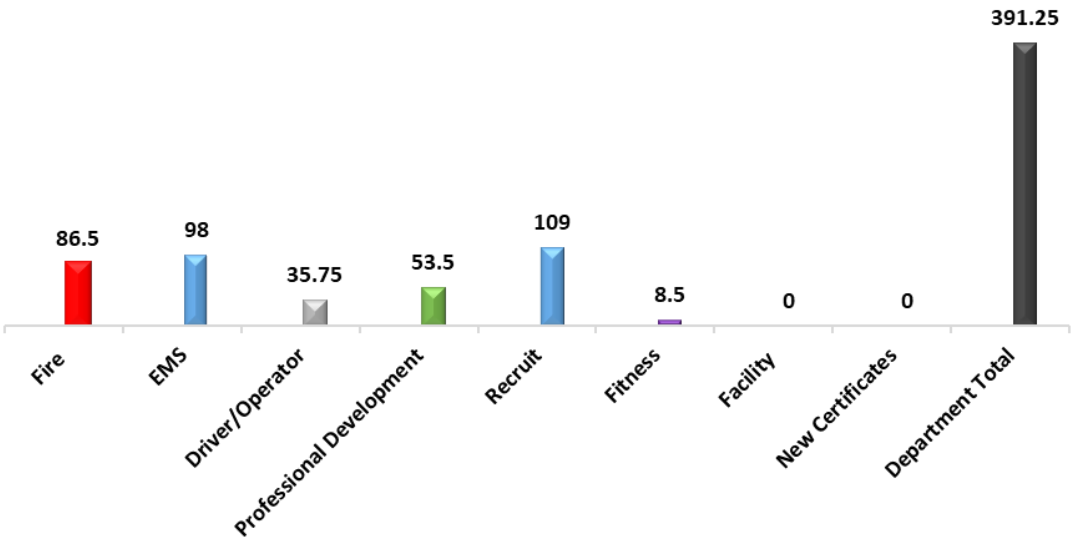
Total Training Hours Per Shift



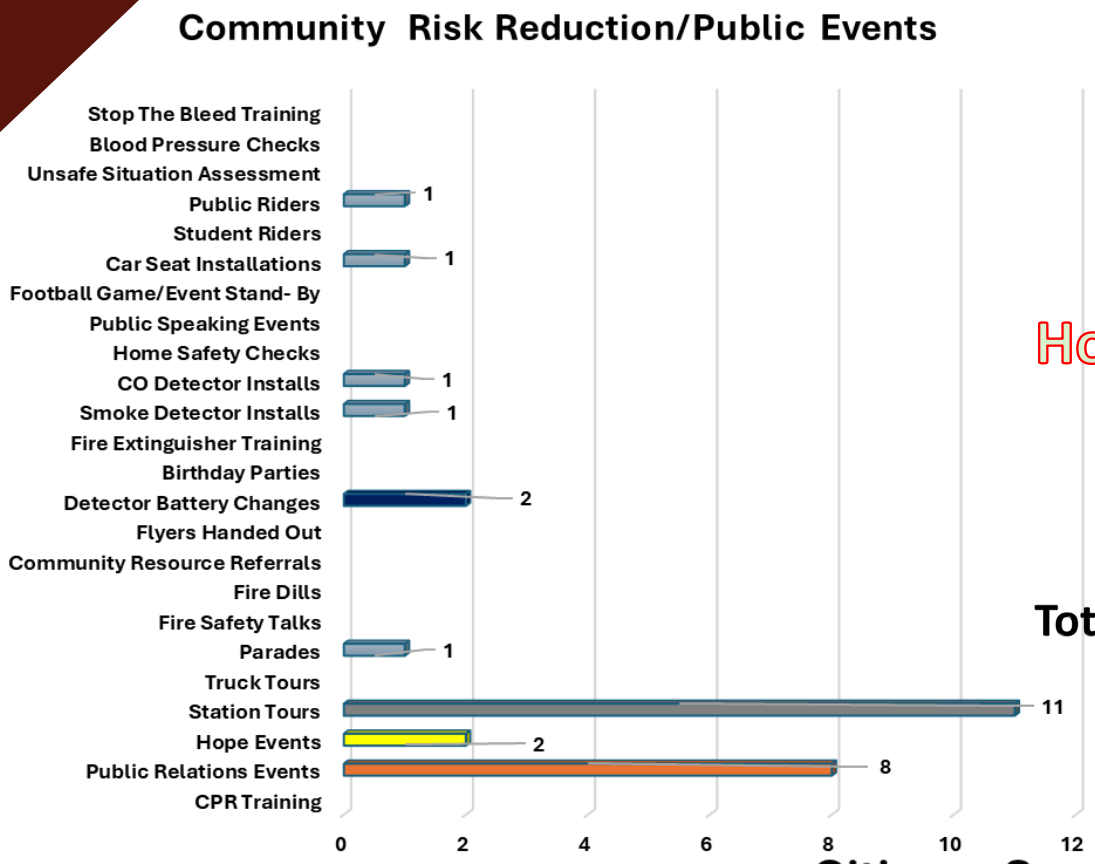
New Certifications

Sarah Merrill– **ICS 400**

Training Hours By Type



Community Risk Reduction/ Public Education



30

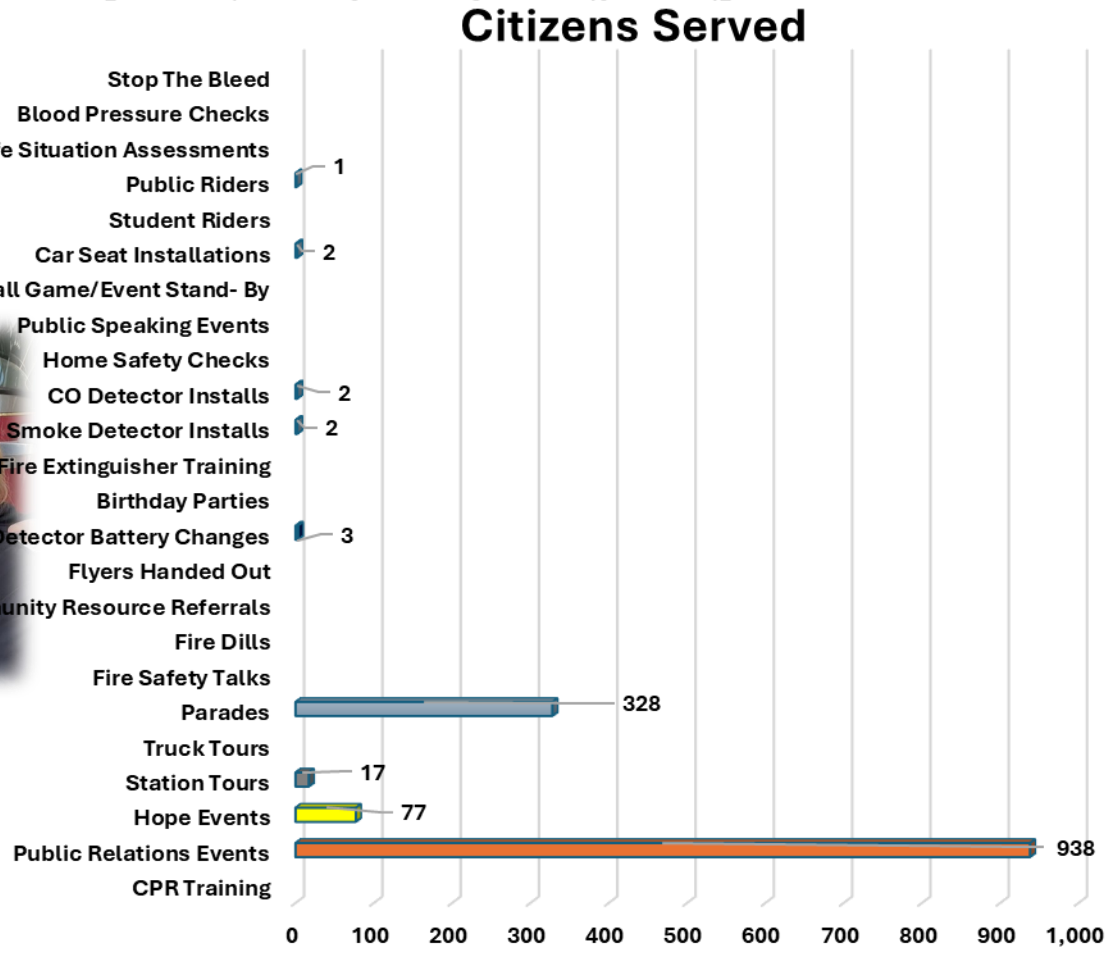
Total

Hours Dedicated

1,370

Total Citizens Outreached



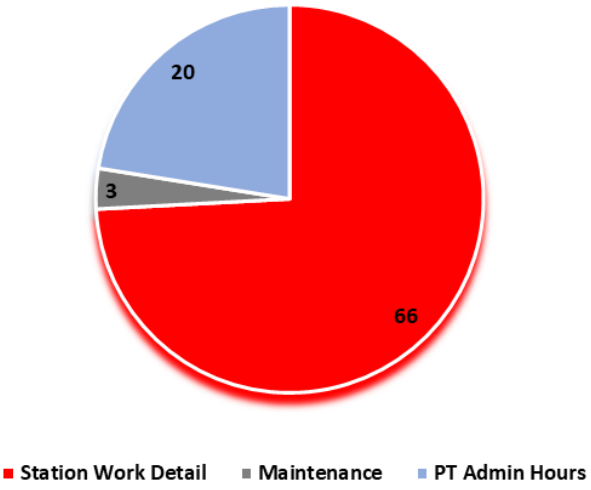


Bondurant
Life Connecting

Code Enforcement & Maintenance



Station Work Hours



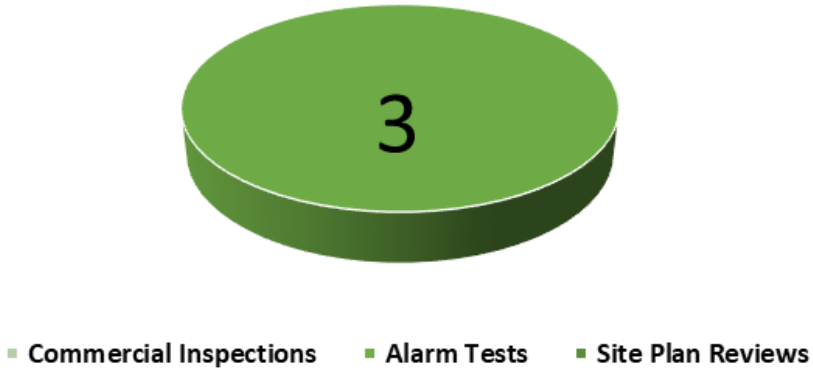
0

Total the engine has been out due to maintenance

14

Total days an ambulance has been out due to maintenance

Activities



0

Total days the ladder has been out due to maintenance

Incidents & Happenings



Christmas Tree
500 Campus Dr. SE, Fire Station– Bondurant

Members pitched in to order a tree for the dayroom/ kitchen this year.

New Employee
500 Campus Dr. SE, Fire Station– Bondurant

John Kerr started as a full-time firefighter/paramedic. John brings experience from other departments. Welcome John, we are happy to have you.





December 6th– Structure Fire
9500 Blk. NE 94th St.- Bondurant

E412 & A413 responded for a report of a structure fire. E412 arrived and found a detached garage that was well involved. Crew used two handlines to extinguish the fire and supply water due to no hydrants. Automatic aid was received from Altoona, Ankeny, Colfax, Mitchellville, Delaware Township, and Elkhart FDs. Crews were on scene for over 3 hours. No injuries were reported.

December 8th– Structure Fire
300 Blk. Grant St. S.- Bondurant

E412, C421, C410, & A413 responded for a report of a structure fire. Crews found that a small fire in a bedroom had been extinguished with a fire extinguisher. Crews ventilated the unit. Crews were on scene for about 30 minutes. No injuries were reported.

December 9th– Structure Fire
40 Blk. NW 46th Pl.– Saylor

E412, & C421 responded mutual aid for a structure fire. Crews found a garage on fire. Crews were on scene for about 30 minutes. No injuries were reported.

December 11th– Large Gas Leak
3200 Blk. 32nd St. SW– Bondurant

E412, C410 & C421 responded to a gas leak with possible explosion. Crews found a large gas line that was hit and actively leaking. Crews were on scene until gas leak was complete.

December 15– Smoke Removal
600 Blk. Hawthorne Crossing Dr. SE– Bondurant

E412, responded for a fire alarm. Crews arrived to find a cord burning on an unattended space heater. Ventilation of the smoke took place and there was no damage to the building.

December 16th– Animal Rescue
800 Blk. 35th St. SW– Bondurant

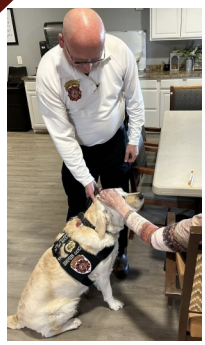
E412 responded to a dog that had its head stuck in a fence. Crews used tools to extricate the dogs head from a metal fence. No injuries to the dog.

Radio & MDT Install
500 Campus Dr. SE, Fire Station– Bondurant

Racom installed the radio's and MDT's in T416 and E411.

Bondurant
Life Connecting

Public Relations



Weekly Visits– Courtyard Estates
600 BLK. Courtyard Dr. SE– Bondurant

Hope made her weekly visit to Courtyard Estates.



Merry & Bright Parade
Bondurant

While the ambulance was on an incident, the engine and Chief cars were able to attend the Merry & Bright Parade. It was a great turnout for a cold night.





December 21st– Letters From Santa
Bondurant

Head Elf FF/EMT Spoerry lead the way having Letters from Santa once again. Assistant Elves FF/EMT's Meyeres & Briggs helped bring Santa around the city spreading joy.







December 6th– Open House & Pancake Breakfast
500 Campus Dr. SE- Bondurant

The department hosted a pancake breakfast and station tours for the opening of the new station. A ribbon cutting ceremony also happened. This is a huge milestone for the department and city. Thanks to all that attended, it was a great turnout.

Bondurant
Life Connecting

You've Been Caught Doing an Amazing Job!

Hi Aaron.

I wanted to thank you and your team for how nice the facility looked this morning. I really appreciate the extra little touches that everyone did with some holiday decor throughout. It really made the space look welcoming.

Thank you and your team for doing such a great job with that!

Bondurant
Life Connecting

Meeting Minutes
Bondurant Community Library │ Library Board of Trustees
Wednesday, December 3, 2025

Call to order: Meeting called to order at 6:00 PM by President Bryant.

1. **Roll Call:** *Members Present:* Josh Bryant, Julie Bergeson, Mike Kramer, Amber Flinn, Jen Keeler and Library Director Klinker-Feld. Sue Ugulini was present virtually.
   Guests: Tara Cox, City Council Liaison; Marketa Oliver, City Administrator.

2. **Perfecting and Approving the Agenda:** Motion to approve the updated agenda by Kramer, seconded by Uguilini. Motion carried.

3. **Approval of Consent Agenda:**
   a. Minutes of past meeting – November 2025
   b. Financial Report
   c. Approve Warrant list / authorize expenditures
   d. Staff Report – November 2025
   e. Director's Report – November 2025
   f. Statistics – November 2025

   Motion to approve the above consent agenda by Kramer, seconded by Flinn. Motion carried.

4. **Public Comments:** None.

5. **Library Foundation Update:** No report.

6. **Friends of the Library Update:** Fall Book Sale / Fundraiser raised approximately $760.00 for the Friends of the Library.

7. **City Council Liaison Report**: The City has discontinued the DART contract after exploring other transportation alternatives. Bondurant Emergency Services Ribbon Cutting on12/6/25. Merry & Bright activities throughout the community on 12/7/25. Chamber of Commerce Strategic Planning was held on 11/21/25. Chad Driscoll will be the new City Council Liaison beginning in 2026.

8. **Old Business:** None.

9. **New Business:**

   a) **Review Proposed FY27 Budget.** Director Klinker-Feld outlined proposed FY27 budget. Questions and discussion.

b) **Review/Approve Open Hours Policy.** Motion to approve by Bergeson, seconded by Kramer. Motion carried.
c) **Discuss upcoming accreditation.** Director Klinker-Feld explained that accreditation will be due in January 2027 but preparations should begin in 2026 to ensure all measures are completed prior to the deadline. It was suggested that Director Klinker-Feld send the Board the requirements for Accreditation to review.

10. **Board President Items:** None.

11. **Adjournment:** Motion to adjourn by Kramer, seconded by Bergeson. Motion carried.

Next Meeting: January 7, 2026 at 6 PM.

Library Director Report to City Council for December 2025

Michell

- December 1: Met with the new City Council member Dennis Lyman
- December 1 & 15: Attended City Council Meetings
- December 2: Attended City Staff Meeting
- December 8: Attended the BRAVO Regional Impact Breakfast
- December 19: Attended City Wide Staff Training

Megan T.

- Renewed the State Library Public Library Staff Certification
- December 11: Attended Middle Managers Meet-up
- December 16: Awarded a scholarship to attend the PLA Conference in Minneapolis in April
- December 19: Attended City Wide Staff Training

Megan S.

- December 10: Prize-A-Palooza: All About Summer Reading Prizes Webinar
- December 16: Check-It Out Webinar
- December 17: iREAD Resource Guide Deep Dive Webinar
- December 18: Attended KidsLib
- December 19: Attended City Wide Staff Training
- iReads - 2026 DEEP Dive into the program guide

Carly

- December 9: Youth Mental Health First Aid Training and Certification
- December 10: Prize-A-Palooza: All About Summer Reading Prizes Webinar
- December 18: Attended KidsLib
- December 19: Attended City Wide Staff Training

Jeni

- December 17 : Attended AdLib Meeting
- December 19: Attended City Wide Staff Training
- December 30: Attended State Library's Community Asset Mapping for Small and Rural Libraries Webinar

Events in December

- *Early Literacy Programs*
    - 8 story times
    - 3 baby story times
    - Messy Munchkins

    - Saturday Stories
- *Recurring Children's Programs (3rd-5th Grade):*
    - Reading Dragons
    - Pokemon Club
    - Curious & Creative Kids Club
- *Early Out Monday Programs*
    - After-School Open Play
    - After-School Open Creation Stations: Ornaments
    - After-School School Giving Stations for Courtyard Estates
- *Recurring Teen Programs (6th grade and up)*
    - Anime Club
    - In the Middle Book Club
    - Teen Café
    - Teens Only Sunday Funday: Gift Creation Stations
- *All Ages Programs*
    - Family Game Night BINGO
    - Jane Austen Interactive Display
    - Gift Wrapping Station
    - Winter BINGO Challenge
    - Winter Break Scavenger Hunt
- *Adult Programs*
    - 8 Fit for Life
    - Adult Craft Night: Folded Book Tree
    - Book Discussion for Adults: BYOB
    - Paint Night for Adults: Paint by Numbers
    - Coffee Social
- *Outreach*
    - Courtyard Estates
    - 1 Story Times at Bloom
    - 2 Story Times at Generation Next
    - 2 Story Times with the Church Pre-K

Library Director Report to City Council for December 2025

Public Comments

Comment on Facebook regarding the blood drive: “What an exceptional library you are!”

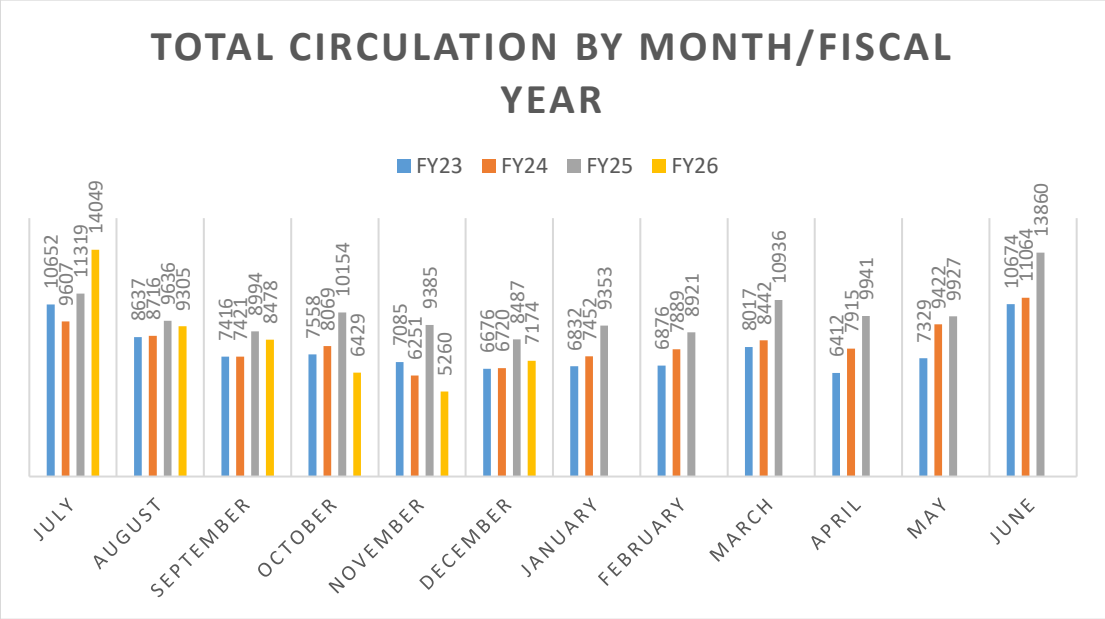
Comment on Facebook regarding the gift wrapping station: “This is so awesome! I love this and your generosity to help others! Our library staff ROCKS!”

At Messy Munchkins: “Thank you so much for hosting this event. We appreciate that you were still here even with the weather!”

In regard to the gift wrapping station: “You guys are always thinking of the most wonderful programs. My family and I are all so proud to be able to utilize this library. We’re so thankful for all that you do.”

Comment on Facebook: “Our library Bondurant Community Library has been a safe space for our family since our boys were small. They are so inclusive and amazing. Great opportunities to find friends, community and things to do.”

Library Director Report to City Council for December 2025



PROGRAM ATTENDANCE

Age group	Number of programs	Number attending
Ages 0-5	19	388
Ages 6-11	7	157
Teens	4	35
Adults	13	112
General Interest	2	236

OTHER STATISTICS:

DOOR COUNT: 3,947

Library Director Report to City Council for December 2025

Same month, previous year: **3,664**

CIRCULATION:

Overdrive (e-books, e-audiobooks, & magazines)	2,284
Hoopla	379
Physical Materials	4,511
Total	**7,174**

Same month, previous year: **8,487**

LIBRARY OF THINGS CIRCULATION: 114

NOTARY SERVICE: 9

TABLET STATION USE: 28

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.f.
For Meeting of 2/2/2026
Resolution

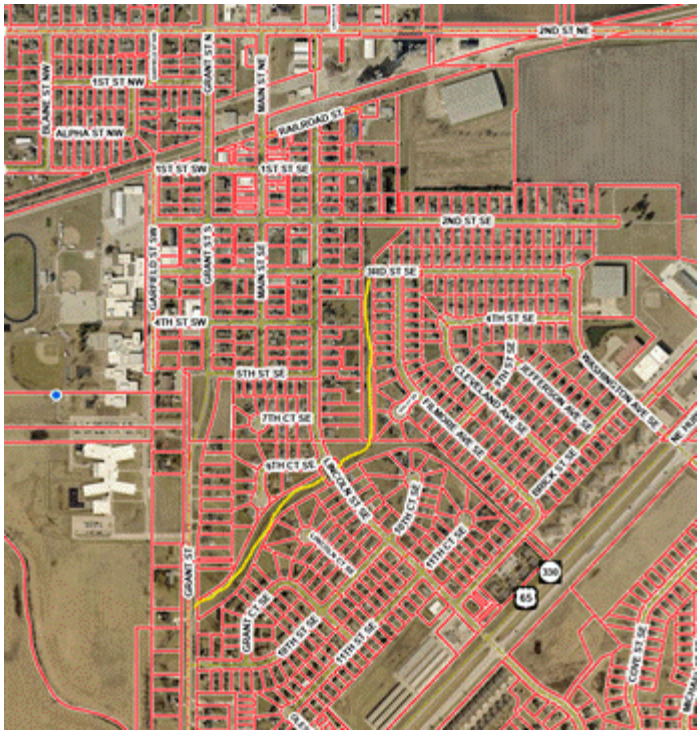
TITLE: - Resolution of endorsement for the City of Bondurant's grant application to the Iowa DNR's Land & Water Conservation Fund for funding to assist with developing the DIstrict Corridor Trail, Phase 2

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS:

The attached resolution endorses the City of Bondurant's grant application to the Iowa Department of Natural Resources (DNR) Land & Water Conservation Fund (LWCF) Program for funding assistance to construct Phase 2 of the District Corridor Trail.

Phase 2 of the District Corridor Trail would extend the trail corridor from 3rd Street SE south through the drainageway, ultimately connecting to the existing trail system along Grant Street South, as generally shown in the map below. This segment would provide an important north–south trail connection and will strengthen linkages between downtown, nearby neighborhoods, and the broader community trail network.



Phase 1 of the District Corridor Trail, which will extend from the Grain District south to 3rd Street SE, was awarded Land & Water Conservation Fund (LWCF) funding in 2025 and is anticipated to be designed in 2026. Phase 2 represents the next logical extension of this corridor and would build upon the City's recent success in securing external funding. While the City's 2024 Parks, Trails, & Greenways Master Plan identifies this trail corridor as a long-term implementation strategy, recent development momentum in the Grain District, combined with the availability of LWCF grant funding, presents an opportunity to advance this project sooner than originally anticipated.

The City intends to submit its LWCF grant application by March 6, 2026. If the application is selected for funding by the Iowa DNR, final design and construction are generally anticipated to occur approximately two years following award, subject to final scope, funding conditions, and Council approvals.

City Council action on this resolution formally demonstrates the City's support for the grant application and authorizes staff to proceed with submission to the Iowa DNR for consideration.

FUNDING SOURCE: This would be grant revenue.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-32

CITY OF BONDURANT
RESOLUTION NO. 260202-32

RESOLUTION OF ENDORSEMENT FOR THE CITY OF BONDURANT'S GRANT APPLICATION TO THE IOWA DNR'S LAND & WATER CONSERVATION FUND FOR FUNDING TO ASSIST WITH DEVELOPING THE DISTRICT CORRIDOR TRAIL, PHASE 2

WHEREAS the City of Bondurant, Polk County, Iowa, is interested in developing outdoor recreational facilities on the following described project for the enjoyment of the citizenry of the City of Bondurant and the State of Iowa; AND

- **Site Name:** District Corridor Trail – Phase 2
- **Site Address:** Trail corridor extending south from 3rd Street SE through the drainageway to the existing trail system along Grant Street South
- **Project Title:** District Corridor Trail – Phase 2
- **Total Estimated Cost:** $_____
- **Brief Description of Project:** Construction of a paved shared-use trail corridor including associated grading, drainage, erosion control, and natural plantings to connect 3rd Street SE to the existing trail system along Grant Street South.

AND WHEREAS Land and Water Conservation Fund (LWCF) financial assistance is being sought for the development of said outdoor recreational facilities; AND

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the project described above be authorized;

AND, BE IT FURTHER RESOLVED, that the City of Bondurant make application to the Iowa Department of Natural Resources to seek Land and Water Conservation Fund financial assistance from the National Park Service in the amount of 50 percent (50%) of the actual cost of the project;

AND, BE IT FURTHER RESOLVED, that the City of Bondurant certifies to the following:

1. That it will accept the terms and conditions set forth in the NPS Grants-in-Aid Manual, which will be a part of the Project Agreement for any grant awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the development in the manner described in the proposal and any plans and specifications attached thereto, unless prior approval for any change has been received from the Iowa Department of Natural Resources.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of the City of Bondurant for public outdoor recreational use.

4. That no financial assistance has been given or promised under any other federal program or activity with regard to the proposed project.
5. That it will not discriminate against any person on the basis of race, color, or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964), and the regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17.
6. That it will maintain adequate financial records on the proposed project to substantiate claims for cost-sharing.

Passed this 2nd day of February 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. 6.g.
For Meeting of 2/2/2026
Resolution

TITLE: - Resolution approving action to order construction and set a date for bid letting and public hearing for the CVT East Trail Extension Project

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: On June 16th, 2025, City Council approved the professional services agreement with Shive-Hattery for design work on the area east of Hwy 65 along the old railbed that the city now has control of across the former Landus Cooperative Site.

The project consists of clearing and grubbing of trees in the old railbed area, removal of the rail ties, construction of approximately 2000 linear feet of 6-inch PCC trail, and the removal and replacement of the bridge over Santiago Creek. This project also incorporates 2 new connection points for the trail that currently goes up and around the Bondurant Industrial Park just north of this area.

Staff and engineers from Shive-Hattery have been working behind the scenes on design. Plans have been finalized, approved and permitted for construction by the Iowa DNR and are ready to go out for bidding.

The attached resolution is to begin the process of taking bids for the CVT East Trail Extension Project.

FUNDING SOURCE: Bonds Supported by TIF/Grant Funding/LOSST

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-33
2. CVT East Notice To Bidders
3. Notice of Public Hearing for CVT East Project

CITY OF BONDURANT
RESOLUTION NO. 260202-33

RESOLUTION APPROVING ACTION TO ORDER CONSTRUCTION AND SET DATE OF LETTING AND PUBLIC HEARING FOR THE CVT EAST TRAIL EXTENSION PROJECT

WHEREAS, the City Council orders construction for the CVT East Trail Extension Project; AND

WHEREAS, bids are due and will be opened March 4th,2026 at 2:00 pm at the Bondurant City Hall 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 March 16th, 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, and date of bid letting for the CVT East Trail Extension Project is hereby approved as presented.

Passed this 2nd day of February 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				
McKenzie				
Lyman				
Sillanpaa				

SECTION 00 1113

ADVERTISEMENT FOR BIDS

PROJECT: BONDURANT - CHICHAQUA VALLEY TRAIL CONNECTION

BIDS DUE: March 4, 2026at 2:00 PM at Bondurant City Hall 200 2nd Street, Bondurant, Iowa 50035

TO:

THE **Owner (HEREINAFTER REFERRED TO AS Owner):**

City of Bondurant

200 2nd Street,

Bondurant Iowa

Architect (hereinafter referred to as Architect/Engineer):

Shive-Hattery, Inc.

222 Third Ave. SE, Suite 300

Cedar Rapids, IA 52401

PREBID MEETING: There is no formal pre-bid meeting. Interested bidders are encourage to visit the site prior to bidding. The project site is open to the public, therefore no prior authorization is needed prior to the site visit.

TO: POTENTIAL BIDDERS

Sealed bids will be received by the Owner at Bondurant City Hall 200 2nd Street, Bondurant, Iowa 50035 until 2:00 PM, Central Time, on March 4, 2026.

Sealed bids will be opened and publicly read at the Bondurant City Hall 200 2nd Street, Bondurant, Iowa 50035at 2:05, Central Time, on March 4, 2026 or at such later time and place as may then be fixed.

Bids will be considered by the Owner at a public meeting to be held at 200 2nd Street, Bondurant Iowa 50035 at 6:00 PM, Central Time, on March 16, 2026 or at such later time and place as may then be fixed.

The general nature of the work is as follows:

This project consists of approximately 2,000 LF of trail realignment just east of US 65, along an existing, abandoned rail bed. The Work includes replacement of the existing rail bridge with a prefabricated multi-use truss trail bridge over Santiago Creek.

The work shall commence in April 2026 and shall be Substantially Complete (paving complete, bridge installed, and trail open to public) by November 30, 2026. The remaining Work (seeding/restoration) must reach Final Completion by May 31, 2027.

Bidding documents may be examined online at:

Action Reprographics, actionrepro.com, 5037 NE 14th Street, Des Moines, IA

Master Builders of Iowa mbionline.com, 221 Park Street, Des Moines, IA 50309
mbiplanroof-dsm@mbionline.com

Substitution Requests (see Section 00 4325) and Bidder Questions are due to the Architect/Egnineer by 3:00 PM on February 26, 2026.

Copies of the Bidding documents may be obtained by Bidders and Subbidders at planroom.actionrepro.com in accordance with the Instructions to Bidders upon depositing the sum of twenty-five dollars ($25.00) for each set of documents. A Master Builders card may be presented in place of a deposit. The deposit will be refunded in full upon return of the documents in good condition within fourteen days after award of project.

Each Bidder shall accompany the Bid with a Bid security, in a separate envelope, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of the contract corporate surety bond or bonds, acceptable to the Owner, for the faithful performance of the contract, in an amount equivalent to one hundred percent of the amount of the contract. The bidder's security shall be in an amount equivalent to 5% of the bid amount, and shall be in the form of a cashier's or certified check drawn on a bank in Iowa or a bank chartered under the laws of the United States of America, or a certified bank share draft drawn on a credit union in Iowa or chartered under the laws of the United States of America or a bid bond with corporate surety satisfactory to the Owner. The bid security will be held by the Owner until a contract is fully executed and bonds are approved by the Owner.

No bid may be withdrawn for a period of 30 days after the date of the scheduled closing time for the receipt of bids.

It is the intent of the Owner to award a contract to the lowest responsible, responsive bidder provided the bid has been submitted in accordance with the bidding requirements. The Owner reserves the right to waive informalities or irregularities. The Owner reserves the right to reject any or all bids.

Published by order of the City Council of Bondurant, Iowa.

By: Maggie Murray
Title: Planning & Community Development Director
Publish: February 3, 2026

END OF SECTION

SECTION 00 1115
NOTICE OF PUBLIC HEARING

BONDURANT - CHICHAQUA VALLEY TRAIL CONNECTION

To Whom It May Concern:

You are hereby notified that at 6:00 PM, Central Time on March 16, 2026, at the 200 2nd Street, Bondurant Iowa 50035, there will be a public hearing on the proposed plans, specifications, form of contract, and estimated cost of the project. Any persons interested may appear and file objections to the proposed plans, specifications, form of contract, or cost of such improvement.

The following is a description of the Public Improvement: This project consists of approximately 2,000 LF of trail realignment just east of US 65, along an existing, abandoned rail bed. The Work includes replacement of the existing rail bridge with a prefabricated multi-use truss trail bridge over Santiago Creek.

The location of the project is as follows:

Chichaqua Valley Trail

Proposed drawings, specifications, and form of contract may be examined online at planroom.actionrepro.com.

Published by order of the City Council, of Bondurant, Iowa.

By: Maggie Murray

Title: Planning & Community Development Director

Publish: March 12, 2026

END OF SECTION

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.h.
For Meeting of 2/2/2026
Resolution

TITLE: - Resolution approving pay request no. 2 to Legacy Construction for the Wolf Creek Basketball Court Project in the amount of $21,729.37

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #2 in the amount of $21,729.37 related to the Wolf Creek Basketball Court Project.

As a reminder, the Wolf Creek Basketball Court project is a new basketball court being constructed at Wolf Creek Park. This is a half-court that will also have stripping for residents to play pickleball. The court is situated in the open space just East of the playground.

This pay application has been reviewed by city staff for accuracy and is for work completed through January 23rd, 2026.

FUNDING SOURCE: Budgeted CIP Park Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-34
2. Wolf Creek Payment Request No. 2
3. Pay Request No. 2 Details

CITY OF BONDURANT
RESOLUTION NO. 260202-34

RESOLUTION APPROVING PAY REQUEST NO. 2 TO LEGACY CONSTRUCTION FOR THE WOLF CREEK BASKETBALL COURT PROJECT IN THE AMOUNT OF $21,729.37

WHEREAS the Wolf Creek Basketball Court Project Pay Request No. 2 was submitted on January 23rd, 2026; AND

WHEREAS, the pay request no. 2 is for work completed on the Wolf Creek Basketball Court Project through January 23rd, 2026; AND

WHEREAS City Staff have reviewed the pay application for accuracy;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 2 to Legacy Construction in the amount of $21,729.37 hereby approved.

Passed This 2nd day of February 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				

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT G702

To Owner:	Project: Wolf Creek Pickleball Court/Basketball	Application No:	Distribution To:
		Period To:	Owner yes/no
		Contract For:	Architect yes/no
From Contractor:	Via Architect:	Contract Date:	Contractor yes/no
		Project Nos:	Field yes/no
			Other yes/no

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract. Continuation Sheet, Document G703, is attached.

1. Original Contract Sum		$96,757.00
2. Net Change By Change Orders		$0.00
3. Contract Sum to Date *(Line 1+2)*		$96,757.00
4. Total complete & Stored To Date *(Column G on G703)*		$96,575.00
5. Retainage		
a. 10.00% *of Completed Work*		
(Column D + E on G703)	$9,657.50	
b. 10.00% *of Stored Material*		
(Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b, or Total In Column 1 of G703)		$9,657.50
6. Total Earned Less Retainage		$86,917.50
(Line 4 less Line 5 Total)		
7. Less Previous Certificates For Payment		$65,188.13
(Line 6 from prior Certificate)		
8. Current Payment Due		**$21,729.37**
9. Balance To Finish, Including Retainage		
(Line 3 less Line 6)	$9,839.50	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTAL	$0.00	$0.00
NET CHANGES by Change Order		$0.00

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 completed in accordance with the Contract Documents, that all amounts have been and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 1/23/26

State of:_____ County of : _____

Subscribed and sworn to before me this day of 25

Notary Public:

My Commission Expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his 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 $21,729.37

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

ARCHITECT:

By: John Horton Date: 1/27/2026

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.

containing Contractor's signed Certification is attached.

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification is attached.

APPLICATION NO:

APPLICATION DATE: 10/31/21

PERIOD TO:

ARCHITECT'S PROJECT NO: 0

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
001	Grade, Pack, pour rock, compact rock, pour asphalt, strip, install hoop.	$96,575.00	$72,431.25	$24,143.75	$0.00	$96,575.00	100%	$0.00	$9,657.50
002		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
003		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
004		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
005		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
006		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
007		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
008		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
009		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
010		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
011		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
012		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
013		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
014		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
015		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
016		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
017		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
018		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
019		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
020		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
021		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
022		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00

023		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
024		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
025		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
026		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
027		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
028		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
029		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
030		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
031		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
032		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
033		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
034		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
035		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
037		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
038		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
039		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
040		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
041		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
042		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
043		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
044		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
045		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
046		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
047		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
048		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
049		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
050		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
051		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
052		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
053		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
054		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
055		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
056		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
057		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
058		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	

059		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
060		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
061		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
062		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
063		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
064		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
065		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
066		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
067		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
068		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
069		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
070		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
071		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
072		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
073		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
074		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
075		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
076		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
077		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
078		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
079		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
080		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
081		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
082		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
083		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
084		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
085		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
086		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
087		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
088		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
089		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
090		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
091		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
092		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
093		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	

098		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
099		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
100		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
101		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
102		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
103		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
104		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
105		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
106		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
107		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
108		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
109		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
110		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
111		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
112		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
113		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
114		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
115		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
116		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
117		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
118		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
119		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
120		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
121		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
122		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
TOTALS		**$96,575.00**	**$72,431.25**	**$24,143.75**	**$0.00**	**$96,575.00**	**100%**	**$0.00**	**$9,657.50**

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.i.
For Meeting of 2/2/2026
Resolution

TITLE: - Resolution approving pay requests No. 15 and 16 to Ryan Companies for the Bondurant Emergency Services Facility Project in the amount of $187,702.76 and $92,733.44 respectively

CONTACT PERSON:
John Horton, Public Works Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: Attached are pay applications 15 and 16 for the Bondurant Emergency Services facility. The pay applications have been reviewed by the Construction Manager and the architect, as well as the City's Public Works Director.

Pay application No. 15 in the amount of $187,702.76 covers work completed from November 1 through November 30, 2025, and Pay Application No. 16 in the amount of $92,733.44 covers work completed from December 1, 2025, through December 31, 2025.

FUNDING SOURCE: Capital Project Fund supported by GO Bonds and TIF Bonds and sustainable energy rebates

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-35
2. Pay Request No. 15
3. Pay Request No. 16

CITY OF BONDURANT
RESOLUTION NO. 260202-35

RESOLUTION APPROVING PAY REQUEST NO. 15 AND NO. 16 TO RYAN COMPANIES FOR THE BONDURANT EMERGENCY SERVICES FACILITY PROJECT

WHEREAS, the City of Bondurant has entered into an agreement with Ryan Companies for construction of the Bondurant Emergency Services Facility; and

WHEREAS, Pay Request No. 15 in the amount of $187,702.76 covers work completed from November 1 through November 30, 2025, and Pay Request No. 16 in the amount of $92,733.44 covers work completed from December 1 through December 31, 2025; and

WHEREAS, Pay Requests No. 15 and No. 16 have been reviewed and approved for accuracy and completeness by the Construction Manager, the project architect, and the City's Public Works Director; and

WHEREAS, sufficient funds are available for payment of these requests in accordance with the project budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that Pay Request No. 15 in the amount of $187,702.76 and Pay Request No. 16 in the amount of $92,733.44 submitted by Ryan Companies for the Bondurant Emergency Services Facility Project are hereby approved; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute all necessary documents and that payment be issued in accordance with this resolution.

Passed This 2nd day of February 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				

Docusign Envelope ID: CED03490-32C1-4B59-8AC6-FEB92409C90A

APPLICATION AND CERTIFICATE FOR PAYMENT

To: City of Bondurant
200 2nd Street NE, Box 37
Bondurant, Iowa 50035

PROJECT: Bondurant Emergency Services Facility

ATTN: Marketa Oliver, City of Bondurant

FROM (CONTRACTOR): RYAN COMPANIES US, INC.
533 South Third Street, Suite 100
Minneapolis, MN 55415

CONTRACT FOR: Bondurant Emergency Services Facility - CMR Services

APPLICATION NO: 15
APPLICATION DATE: 12/4/2025
PERIOD FROM: 11/1/2025
PERIOD TO: 11/30/2025
PROJECT NO: 6777-000

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
1	TOTAL	2,540.00	0.00
Approved This Month			
Number	Date Approved		
	TOTALS	2,540.00	0.00
Net change by Change Orders			2,540.00

ORIGINAL CONTRACT SUM	$	16,417,582.00
Net change by Change Orders	$	2,540.00
CONTRACT SUM TO DATE	$	16,420,122.00
TOTAL COMPLETED & STORED TO DATE	$	15,942,524.99
Retainage 5.0%	$	797,126.25
TOTAL EARNED LESS RETAINAGE	$	15,145,398.74
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	14,957,695.98
CURRENT PAYMENT DUE	$	187,702.76
AMOUNT DUE FROM PREVIOUS APPLICATION #		
TOTAL AMOUNT DUE	$	187,702.76

CONTRACTOR: RYAN COMPANIES US, INC.

By: DocuSigned by: Matt Van Loon DATE: 12/5/2025

PM initial

ARCHITECT: OPN ARCHITECTS

By: DocuSigned by: Aaron Twedt DATE: 12/10/2025

Docusign Envelope ID: CED03490-32C1-4B59-8AC6-FEB92409C90A

CONTINUATION SHEET AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 15
APPLICATION DATE: 12/4/2025
PERIOD FROM: 11/1/2025
TO: 11/30/2025

A	B	C	D	E	F	G	H	I	J	K
					WORK COMPLETED			Total Completed		Balance
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDER	REVISED VALUE	PREVIOUS APPLICATIONS	This Application		and Stored To Date (D+E+F)	% (G/C)	To Finish (C-G)
						Work in Place	Stored Materials (not in D or E)			
	Preconstruction Services									
1	Preconstruction Management	$ 60,000.00	$0.00	$ 60,000.00	$ 60,000.00			$ 60,000.00	100%	$ -
	Construction Services				$ -			$ -		
2	01 - General Conditions	$ 1,708,991.00	-$76,248.11	$ 1,632,742.89	$ 1,504,838.16	$ 49,401.48		$ 1,554,239.64	95%	$ 78,503.25
3	03 - Building Concrete	$ 678,720.00	$887.00	$ 679,607.00	$ 606,226.00			$ 606,226.00	89%	$ 73,381.00
4	03 - Precast Materials	$ 722,439.00	-$76,181.50	$ 646,257.50	$ 644,835.00	$ 1,422.50		$ 646,257.50	100%	$ -
5	04 - Masonry	$ 65,920.00	$0.00	$ 65,920.00	$ 53,236.00			$ 53,236.00	81%	$ 12,684.00
6	05 - Steel Materials	$ 1,019,245.00	-$35,575.75	$ 983,669.25	$ 983,669.25			$ 983,669.25	100%	$ -
7	05 - Steel & Precast Erection	$ 516,518.00	$105,927.69	$ 622,445.69	$ 622,445.69			$ 622,445.69	100%	$ -
8	06 - Finish Carpentry / Doors / Specialties	$ 765,720.00	$143,823.80	$ 909,543.80	$ 892,270.80	$ 17,273.00		$ 909,543.80	100%	$ -
9	07 - Roofing and Sheet Metal	$ 288,900.00	$18,583.00	$ 307,483.00	$ 307,483.00			$ 307,483.00	100%	$ -
10	08 - Overhead Doors	$ 482,200.00	$6,962.00	$ 489,162.00	$ 482,200.00	$ 6,962.00		$ 489,162.00	100%	$ -
11	08 - Glass/Glazing/Translucent Wall Assemblies	$ 812,667.00	$71,188.00	$ 883,855.00	$ 875,936.00	$ 7,919.00		$ 883,855.00	100%	$ -
12	09 - Framing/Drywall/Ceilings	$ 565,125.00	$14,619.60	$ 579,744.60	$ 562,020.60	$ 17,724.00		$ 579,744.60	100%	$ -
13	09 - Flooring	$ 179,925.00	$29,321.50	$ 209,246.50	$ 208,640.00	$ 606.50		$ 209,246.50	100%	$ -
14	09 - Painting & Wallcoverings	$ 117,123.00	$34,166.00	$ 151,289.00	$ 134,873.00	$ 16,416.00		$ 151,289.00	100%	$ -
15	10 - Signage	$ 26,000.00	-$26,000.00	$ -	$ -			$ -	NA	$ -
16	11 - Appliances	$ 70,000.00	-$70,000.00	$ -	$ -			$ -	NA	$ -
17	21 - Fire Suppression	$ 99,669.00	$424.00	$ 100,093.00	$ 98,593.00	$ 1,500.00		$ 100,093.00	100%	$ -
18	22 - Plumbing	$ 976,400.00	$47,862.00	$ 1,024,262.00	$ 989,882.00	$ 34,380.00		$ 1,024,262.00	100%	$ -
19	23 - HVAC	$ 541,446.00	$8,846.77	$ 550,292.77	$ 522,059.15	$ 28,233.62		$ 550,292.77	100%	$ -
20	23 - Geothermal Interior Systems	$ 675,276.00	$0.00	$ 675,276.00	$ 675,276.00			$ 675,276.00	100%	$ -
21	23 - Geothermal Wellfield	$ 302,249.00	$3,500.00	$ 305,749.00	$ 305,749.00			$ 305,749.00	100%	$ -
22	26 - Early Procurement Electrical Equipment	$ 304,510.00	$3,989.00	$ 308,499.00	$ 308,499.00			$ 308,499.00	100%	$ -
23	26 - Electrical	$ 2,284,090.00	$44,172.00	$ 2,328,262.00	$ 2,291,461.28			$ 2,291,461.28	98%	$ 36,800.72
24	26 - Photovoltaic/Solar System	$ 195,000.00	$0.00	$ 195,000.00	$ 195,000.00			$ 195,000.00	100%	$ -
25	26 - EV Charging Rough-In	$ 2,688.00	$0.00	$ 2,688.00	$ 2,688.00			$ 2,688.00	100%	$ -
26	31 - Earthwork	$ 653,281.00	$0.00	$ 653,281.00	$ 653,281.00			$ 653,281.00	100%	$ -
27	32 - Exterior Concrete	$ 635,720.00	$11,900.00	$ 647,620.00	$ 606,900.00			$ 606,900.00	94%	$ 40,720.00
28	32 - Landscaping & Irrigation	$ 190,000.00	-$16,639.00	$ 173,361.00	$ 159,423.00	$ 5,000.00		$ 164,423.00	95%	$ 8,938.00
29	33 - Utilties	$ 356,741.00	$0.00	$ 356,741.00	$ 338,312.68	$ 4,235.00		$ 342,547.68	96%	$ 14,193.32
30	60 - Insurance	$ 186,320.00	$0.00	$ 186,320.00	$ 181,142.39	$ 1,852.28		$ 182,994.67	98%	$ 3,325.33
31	60 - Bond	$ 99,500.00	$1,847.00	$ 101,347.00	$ 101,347.00			$ 101,347.00	100%	$ -
32	60 - Construction Contingency (3%)	$ 449,904.00	-$247,375.00	$ 202,529.00	$ -			$ -	0%	$ 202,529.00
33	60 - Project Related Software	$ 31,054.00	$0.00	$ 31,054.00	$ 30,190.40	$ 308.71		$ 30,499.11	98%	$ 554.89
34	66 - Fee (2.25%)	$ 354,241.00	$0.00	$ 354,241.00	$ 346,465.73	$ 4,347.77		$ 350,813.50	99%	$ 3,427.50
35	Owner Change Orders	$ -	$2,540.00	$ 2,540.00	$ -			$ -	0%	$ 2,540.00
	Total	**$ 16,417,582.00**	**$2,540.00**	**$ 16,420,122.00**	**$ 14,263,145.01**	**$ 197,581.86**	**$ -**	**$ 15,942,524.99**	**97%**	**475,057.01**

Job Transaction By Cost Code

Transaction Analysis
Project #: 006777000
Project Name: Bondurant ESF - CMR
Start Date: 11/1/2025
End Date: 11/30/2025

November Pay app TA

Cost Code	Cost Type	Project Nbr	Cost Code Name	Description	Vendor	Vendor Nbr	Contract Number	Invoice Number	Remark	GL Date	Doc Number	Doc Type	Pay Status	Amount	Units	
		006777000	Sr Superintendent-hr	Time Tracking WE 2025-11-01		0			Regular	2025-11-04	4511882	JP		5,854.80	40.00	
		006777000	Sr Superintendent-hr	Time Tracking WE 2025-11-08		0			Regular	2025-11-11	4518146	JP		4,683.84	32.00	
		006777000	Sr Superintendent-hr	Time Tracking WE 2025-11-15		0			Regular	2025-11-20	4524343	JP		2,341.92	16.00	
		006777000	Sr Superintendent-hr	Time Tracking WE 2025-11-22		0			Regular	2025-11-25	4528916	JP		2,341.92	16.00	
	11410													**15,222.48**	**104.00**	
011005														**15,222.48**	**104.00**	2
		006777000	Field Coordinator-hr	Time Tracking WE 2025-11-01		0			Regular	2025-11-04	4511646	JP		367.52	2.00	
		006777000	Field Coordinator-hr	Time Tracking WE 2025-11-08		0			Regular	2025-11-11	4517930	JP		367.52	2.00	
	11410													**735.04**	**4.00**	
011060														**735.04**	**4.00**	2
		006777000	Water/Ice/Cups	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	WAL-MART #1723	2025-11-21	2058113	PJ		13.96	0.00	
	11420													**13.96**	**0.00**	
012080														**13.96**	**0.00**	2
		006777000	Ryan Tech Yard	Ryan Yard - Ryan Companies US	Ryan Yard - Ryan Companies US Inc	147178		112025MNTECH	11/2025 Yard Bill	2025-11-26	2061108	PS	P	200.10	0.00	
	11420													**200.10**	**0.00**	
012082														**200.10**	**0.00**	2
		006777000	Jobsite Internet	T-Mobile USA Inc	T-Mobile USA Inc	189906		1074102625	October 2025 invoice	2025-11-04	2051820	PS	P	150.00	0.00	
	11420													**150.00**	**0.00**	
013020														**150.00**	**0.00**	2
		006777000	Electric Energy Cost	Midamerican Energy Company	Midamerican Energy Company	114416		573580762	573580762	2025-11-18	2055856	PS	P	1,938.58	0.00	
	11420													**1,938.58**	**0.00**	
013040														**1,938.58**	**0.00**	2
		006777000	Temp Lighting/Power	United Rentals North America I	United Rentals North America Inc	156984		254101196001	254101196001	2025-11-03	2050715	PS	W	1,917.14	0.00	
	11420													**1,917.14**	**0.00**	
013045														**1,917.14**	**0.00**	2
		006777000	Safety Inspector/Consultant	SRP Environmental LLC	SRP Environmental LLC	191576	00073675	18677700073675	CONTRACT NO. 73675 CHG 000	2025-11-25	2060202	PX	T	525.60	0.00	
	11455													**525.60**	**0.00**	
014009														**525.60**	**0.00**	2
		006777000	Periodic Clean-up	Commercial Supply Co	Commercial Supply Co	188460		INV105612	INV105612	2025-11-03	2050712	PS	P	192.68	0.00	
	11420													**192.68**	**0.00**	
014150														**192.68**	**0.00**	2
		006777000	Constr Debris Dumpster	Waste Solutions of Iowa	Waste Solutions of Iowa	175872		37542	37542	2025-11-14	2054911	PS	P	481.99	0.00	
	11420													**481.99**	**0.00**	
014190														**481.99**	**0.00**	2
		006777000	Ryan Yard Equip	Ryan Yard - Ryan Companies US	Ryan Yard - Ryan Companies US Inc	147178		112025DESYARD	11/2025 Yard Bill	2025-11-26	2061054	PS	P	100.00	0.00	
	11420													**100.00**	**0.00**	
015012														**100.00**	**0.00**	2
		006777000	Stair Scaffold Twr	All-American Scaffold LLC	All-American Scaffold LLC	151823	00073656	18677700073656	CONTRACT NO. 73656 CHG 000	2025-11-19	2056612	PX	T	1,277.93	0.00	
		006777000	Stair Scaffold Twr	All-American Scaffold LLC	All-American Scaffold LLC	151823	00073656	18677700073656	CONTRACT NO. 73656 CHG 001	2025-11-19	2056612	PX	T	999.07	0.00	
	11440													**2,277.00**	**0.00**	
015601														**2,277.00**	**0.00**	2
		006777000	Yard Deliveries-hr	Time Tracking WE 2025-11-08		0			Regular	2025-11-11	4517973	JP		186.34	2.00	
		006777000	Yard Deliveries-hr	Time Tracking WE 2025-11-08		0			Regular	2025-11-11	4518104	JP		142.86	2.00	
		006777000	Yard Deliveries-hr	Time Tracking WE 2025-11-22		0			Regular	2025-11-25	4528869	JP		428.58	6.00	
	11410													**757.78**	**10.00**	
015850														**757.78**	**10.00**	2
		006777000	Chemical Toilets	Waste Solutions of Iowa	Waste Solutions of Iowa	175872		36517	36517	2025-11-03	2050716	PS	P	1,382.90	0.00	
	11420													**1,382.90**	**0.00**	
016080														**1,382.90**	**0.00**	2
		006777000	Precast Walls	Advanced Precast Company Inc	Advanced Precast Company Inc	202150	00071436	18677700071436	CONTRACT NO. 71436 CHG 003	2025-11-19	2056601	PX	T	1,422.50	0.00	
	11445													**1,422.50**	**0.00**	
034000														**1,422.50**	**0.00**	4
		006777000	Struct Stl Fab	Parker Welding & Fabrication I	Parker Welding & Fabrication Inc	114694		2511	2511	2025-11-13	2054658	PS	P	1,389.93	0.00	
		006777000	Struct Stl Fab	Parker Welding & Fabrication I	Parker Welding & Fabrication Inc	114694		2512	2512	2025-11-13	2054661	PS	P	82.39	0.00	

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¹These Cost Codes (Subsidiaries) are always excluded from this report, 50416, 651000, 980000, 980100, 980300, 982000.
These Cost Types (Object Accounts) are always excluded fr

									November Pay app TA							
	006777000	Struct Stl Fab	Parker Welding & Fabrication I	Parker Welding & Fabrication Inc	114694		2513	2513	2025-11-17	2055341	PS	P	588.50	0.00		
11420													**2,060.82**	**0.00**		
051200													**2,060.82**	**0.00**	2	
	006777000	Finish Carpentry	Core Construction Services LLC	Core Construction Services LLC	202806	00072253	17677700072253	CONTRACT NO. 72253 CHG 004	2025-11-27	2047031	PX	T	806.00	0.00		
	006777000	Finish Carpentry	Core Construction Services LLC	Core Construction Services LLC	202806	00072253	17677700072253	CONTRACT NO. 72253 CHG 009	45988	2047031	PX	T	4,479.00	0.00		
	006777000	Finish Carpentry	Core Construction Services LLC	Core Construction Services LLC	202806	00072253	17677700072253	CONTRACT NO. 72253 CHG 010	2025-11-27	2047031	PX	T	11,988.00	0.00		
11440													**17,273.00**	**0.00**		
062000													**17,273.00**	**0.00**	8	
	006777000	Overhead Doors	Skold Door & Floor Company Inc	Skold Door & Floor Company Inc	126642	00071834	18677700071834	CONTRACT NO. 71834 CHG 001	2025-11-19	2056606	PX	T	6,962.00	0.00		
11440													**6,962.00**	**0.00**		
083300													**6,962.00**	**0.00**	10	
	006777000	Glass & Glazing	Elite Glass & Metal LLC	Elite Glass & Metal LLC	162343	00071804	18677700071804	CONTRACT NO. 71804 CHG 007	2025-11-25	2060190	PX	T	2,541.00	0.00		
	006777000	Glass & Glazing	Elite Glass & Metal LLC	Elite Glass & Metal LLC	162343	00071804	18677700071804	CONTRACT NO. 71804 CHG 008	2025-11-25	2060190	PX	T	3,015.00	0.00		
	006777000	Glass & Glazing	Elite Glass & Metal LLC	Elite Glass & Metal LLC	162343	00071804	18677700071804	CONTRACT NO. 71804 CHG 009	2025-11-25	2060190	PX	T	2,363.00	0.00		
11440													**7,919.00**	**0.00**		
088100													**7,919.00**	**0.00**	11	
	006777000	Gypsum Board	PCI	PCI	132818	00071800	17677700071800	CONTRACT NO. 71800 CHG 007	2025-11-27	2047024	PX	T	17,724.00	0.00		
11440													**17,724.00**	**0.00**		
092100													**17,724.00**	**0.00**	12	
	006777000	Tile	Ideal Floors Inc	Ideal Floors Inc	121109	00071803	18677700071803	CONTRACT NO. 71803 CHG 005	2025-11-19	2056605	PX	T	276.50	0.00		
	006777000	Tile	Ideal Floors Inc	Ideal Floors Inc	121109	00071803	18677700071803	CONTRACT NO. 71803 CHG 005	2025-11-19	2056605	PX	T	330.00	0.00		
11440													**606.50**	**0.00**		
093000													**606.50**	**0.00**	13	
	006777000	Painting	Jarnagin Painting Inc	Jarnagin Painting Inc	188847	00071802	18677700071802	CONTRACT NO. 71802 CHG 000	2025-11-25	2060762	PX	T	780.00	0.00		
	006777000	Painting	Jarnagin Painting Inc	Jarnagin Painting Inc	188847	00071802	18677700071802	CONTRACT NO. 71802 CHG 005	2025-11-25	2060762	PX	T	400.00	0.00		
	006777000	Painting	Jarnagin Painting Inc	Jarnagin Painting Inc	188847	00071802	18677700071802	CONTRACT NO. 71802 CHG 005	2025-11-25	2060762	PX	T	464.00	0.00		
	006777000	Painting	Jarnagin Painting Inc	Jarnagin Painting Inc	188847	00071802	18677700071802	CONTRACT NO. 71802 CHG 005	2025-11-25	2060762	PX	T	1,525.00	0.00		
	006777000	Painting	Jarnagin Painting Inc	Jarnagin Painting Inc	188847	00071802	18677700071802	CONTRACT NO. 71802 CHG 005	2025-11-25	2060762	PX	T	750.00	0.00		
	006777000	Painting	Jarnagin Painting Inc	Jarnagin Painting Inc	188847	00071802	18677700071802	CONTRACT NO. 71802 CHG 005	2025-11-25	2060762	PX	T	735.00	0.00		
	006777000	Painting	Jarnagin Painting Inc	Jarnagin Painting Inc	188847	00071802	18677700071802	CONTRACT NO. 71802 CHG 005	2025-11-25	2060762	PX	T	780.00	0.00		
	006777000	Painting	Jarnagin Painting Inc	Jarnagin Painting Inc	188847	00071802	18677700071802	CONTRACT NO. 71802 CHG 005	2025-11-25	2060762	PX	T	925.00	0.00		
	006777000	Painting	Jarnagin Painting Inc	Jarnagin Painting Inc	188847	00071802	18677700071802	CONTRACT NO. 71802 CHG 005	2025-11-25	2060762	PX	T	920.00	0.00		
	006777000	Painting	Jarnagin Painting Inc	Jarnagin Painting Inc	188847	00071802	18677700071802	CONTRACT NO. 71802 CHG 005	2025-11-25	2060762	PX	T	885.00	0.00		
	006777000	Painting	Jarnagin Painting Inc	Jarnagin Painting Inc	188847	00071802	18677700071802	CONTRACT NO. 71802 CHG 005	2025-11-25	2060762	PX	T	464.00	0.00		
	006777000	Painting	Jarnagin Painting Inc	Jarnagin Painting Inc	188847	00071802	18677700071802	CONTRACT NO. 71802 CHG 005	2025-11-25	2060762	PX	T	464.00	0.00		
	006777000	Painting	Jarnagin Painting Inc	Jarnagin Painting Inc	188847	00071802	18677700071802	CONTRACT NO. 71802 CHG 005	2025-11-25	2060762	PX	T	464.00	0.00		
	006777000	Painting	Jarnagin Painting Inc	Jarnagin Painting Inc	188847	00071802	18677700071802	CONTRACT NO. 71802 CHG 005	2025-11-25	2060762	PX	T	720.00	0.00		
	006777000	Painting	Jarnagin Painting Inc	Jarnagin Painting Inc	188847	00071802	18677700071802	CONTRACT NO. 71802 CHG 005	2025-11-25	2060762	PX	T	6,140.00	0.00		
11440													**16,416.00**	**0.00**		
099100													**16,416.00**	**0.00**	14	
	006777000	Fire Protection	Fire Protection Professionals	Fire Protection Professionals LLC	183942	00071754	18677700071754	CONTRACT NO. 71754 CHG 000	2025-11-19	2056604	PX	T	1,500.00	0.00		
11440													**1,500.00**	**0.00**		
210000													**1,500.00**	**0.00**	17	
	006777000	Plumbing	Dickerson Mechanical Inc	Dickerson Mechanical Inc	202699	00071877	18677700071877	CONTRACT NO. 71877 CHG 005	2025-11-25	2060191	PX	T	34,380.00	0.00		
11440													**34,380.00**	**0.00**		
220000													**34,380.00**	**0.00**	18	
	006777000	HVAC Systems	Brockway Mechanical & Roofing	Brockway Mechanical & Roofing Co Inc	168112	00071927	18677700071927	CONTRACT NO. 71927 CHG 000	2025-11-25	2060192	PX	T	22,871.82	0.00		
	006777000	HVAC Systems	Brockway Mechanical & Roofing	Brockway Mechanical & Roofing Co Inc	168112	00071927	18677700071927	CONTRACT NO. 71927 CHG 002	2025-11-25	2060192	PX	T	1,020.80	0.00		
	006777000	HVAC Systems	Brockway Mechanical & Roofing	Brockway Mechanical & Roofing Co Inc	168112	00071927	18677700071927	CONTRACT NO. 71927 CHG 002	2025-11-25	2060192	PX	T	3,462.00	0.00		
	006777000	HVAC Systems	Brockway Mechanical & Roofing	Brockway Mechanical & Roofing Co Inc	168112	00071927	18677700071927	CONTRACT NO. 71927 CHG 002	2025-11-25	2060192	PX	T	879.00	0.00		
11440													**28,233.62**	**0.00**		
230000													**28,233.62**	**0.00**	19	
	006777000	Earthwork	Sandstone Management Ltd	Sandstone Management Ltd	114047	00071756	18677700071756	CONTRACT NO. 71756 CHG 007	2025-11-25	2060761	PX	T	4,235.00	0.00		
11440													**4,235.00**	**0.00**		

Job Transaction By Cost Code

Transaction Analysis
Project #: 006777000
Project Name: Bondurant ESF - CMR
Start Date: 11/1/2025
End Date: 11/30/2025

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312000														**4,235.00**	**0.00**	29
		006777000	Landscaping/Irrig	Alpha Landscapes LLC	Alpha Landscapes LLC	180581	00073632	18677700073632	CONTRACT NO. 73632 CHG 000	2025-11-25	2060201	PX	T	5,000.00	0.00	
	11440													**5,000.00**	**0.00**	
329100														**5,000.00**	**0.00**	28
		006777000	Misc extras #1	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	MENARDS ALTOONA IA	2025-11-21	2058113	PJ		29.21	0.00	
		006777000	Misc extras #1	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	MENARDS ALTOONA IA	2025-11-21	2058113	PJ		198.86	0.00	
		006777000	Misc extras #1	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	MENARDS ALTOONA IA	2025-11-21	2058113	PJ		4.88	0.00	
		006777000	Misc extras #1	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	MENARDS ALTOONA IA	2025-11-21	2058113	PJ		22.79	0.00	
		006777000	Misc extras #1	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	MENARDS ALTOONA IA	2025-11-21	2058113	PJ		231.51	0.00	
		006777000	Misc extras #1	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	THE HOME DEPOT #2104	2025-11-21	2058113	PJ		35.90	0.00	
		006777000	Misc extras #1	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	MENARDS ALTOONA IA	2025-11-21	2058113	PJ		125.01	0.00	
		006777000	Misc extras #1	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	MENARDS ALTOONA IA	2025-11-21	2058113	PJ		161.43	0.00	
		006777000	Misc extras #1	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	MENARDS ALTOONA IA	2025-11-21	2058113	PJ		5.89	0.00	
		006777000	Misc extras #1	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	MENARDS ALTOONA IA	2025-11-21	2058113	PJ		20.11	0.00	
		006777000	Misc extras #1	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	MENARDS ALTOONA IA	2025-11-21	2058113	PJ		300.21	0.00	
		006777000	Misc extras #1	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	LOWES #02503*	2025-11-21	2058113	PJ		24.05	0.00	
		006777000	Misc extras #1	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	MENARDS ALTOONA IA	2025-11-21	2058113	PJ		24.67	0.00	
		006777000	Misc extras #1	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	MENARDS ALTOONA IA	2025-11-21	2058113	PJ		10.68	0.00	
	11420													**1,195.20**	**0.00**	
490116														**1,195.20**	**0.00**	2
		006777000	Liability Ins	General Ins Alloc 120		0				2025-11-30	4515757	JA		1,632.96	0.00	
		006777000	Liability Ins	General Ins Alloc 120 11476		0				2025-11-30	4515758	JA		219.32	0.00	
	11476													**1,852.28**	**0.00**	
504015														**1,852.28**	**0.00**	30
		006777000	Cnst Layout-Surveyor	Bishop Engineering Co Inc	Bishop Engineering Co Inc	113260	00071683	18677700071683	CONTRACT NO. 71683 CHG 000	2025-11-25	2060188	PX	T	1,488.00	0.00	
	11455													**1,488.00**	**0.00**	
507015														**1,488.00**	**0.00**	2
		006777000	Snow Removal	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	CASEYS #1861	2025-11-21	2058113	PJ		10.76	0.00	
	11420													**10.76**	**0.00**	
511050														**10.76**	**0.00**	2
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00	

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¹These Cost Codes (Subsidiaries) are always excluded from this report, 50416, 651000, 980000, 980100, 980300, 982000.
These Cost Types (Object Accounts) are always excluded fr

Job Transaction By Cost Code

Transaction Analysis
Project #: 006777000
Project Name: Bondurant ESF - CMR
Start Date: 11/1/2025
End Date: 11/30/2025

								November Pay app TA							
		006777000	Travel Expense-PM	Kunz, Brian S	Kunz, Brian S	190516		EX111425-184958		2025-11-18	2055419	PJ		18.20	0.00
		006777000	Travel Expense-PM	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-185301	DSM PARKING E 2ND ST	2025-11-21	2058113	PJ		2.00	0.00
	11420													**475.20**	**0.00**
512015														**475.20**	**0.00**	2
		006777000	Sr Project Manager I	Time Tracking WE 2025-11-01		0			CPRJ	2025-11-04	4511479	JP		3,400.00	20.00
		006777000	Sr Project Manager I	Time Tracking WE 2025-11-08		0			CPRJ	2025-11-11	4516744	JP		6,120.00	36.00
		006777000	Sr Project Manager I	Time Tracking WE 2025-11-15		0			CPRJ	2025-11-18	4521661	JP		6,290.00	37.00
		006777000	Sr Project Manager I	Time Tracking WE 2025-06-28		0			CPRJ	2025-11-25	4527190	JP		(3,060.00)	(18.00)
		006777000	Sr Project Manager I	Time Tracking WE 2025-07-05		0			CPRJ	2025-11-25	4527196	JP		(5,440.00)	(32.00)
		006777000	Sr Project Manager I	Time Tracking WE 2025-11-22		0			CPRJ	2025-11-25	4527545	JP		2,550.00	15.00
	11476													**9,860.00**	**58.00**
531003														**9,860.00**	**58.00**	2
		006777000	Sr Project Engineer	Time Tracking WE 2025-11-01		0			CPRJ	2025-11-04	4510310	JP		3,680.00	32.00
		006777000	Sr Project Engineer	Time Tracking WE 2025-11-08		0			CPRJ	2025-11-11	4517037	JP		1,840.00	16.00
		006777000	Sr Project Engineer	Time Tracking WE 2025-11-22		0			CPRJ	2025-11-25	4527842	JP		920.00	8.00
	11476													**6,440.00**	**56.00**
531009														**6,440.00**	**56.00**	2
		006777000	Project Coordinator I	Time Tracking WE 2025-11-01		0			CPRJ	2025-11-04	4510668	JP		680.00	8.00
		006777000	Project Coordinator I	Time Tracking WE 2025-10-25		0			CPRJ	2025-11-04	4511138	JP		85.00	1.00
		006777000	Project Coordinator I	Time Tracking WE 2025-11-08		0			CPRJ	2025-11-11	4516300	JP		552.50	6.50
		006777000	Project Coordinator I	Time Tracking WE 2025-11-15		0			CPRJ	2025-11-18	4521182	JP		297.50	3.50
		006777000	Project Coordinator I	Time Tracking WE 2025-11-22		0			CPRJ	2025-11-25	4527028	JP		361.25	4.25
	11476													**1,976.25**	**23.25**
531010														**1,976.25**	**23.25**	2
		006777000	Project Related Software	Proj Related Software Alloc 20		0				2025-11-30	4515742	JA		272.16	0.00
	11420	006777000	Project Related Software	Proj Rel Soft Alloc 20 11476		0				2025-11-30	4515743	JA		36.55	0.00
603010														**308.71**	**0.00**	33
													Subtotal:	**193,234.09**	**255.25**	34
													Fee (2.25%):	**4,347.77**	
													Grand Total:	**197,581.86**	

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†These Cost Codes (Subsidiaries) are always excluded from this report, 50416, 651000, 980000, 980100, 980300, 982000.
These Cost Types (Object Accounts) are always excluded fr

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Thank you! ID #:7VR11FLNFHY

Walmart

WM Supercenter
515-287-7700 Mgr. JASON
5101 SE 14TH ST
DES MOINES IA 50320
ST# 01723 OP# 009001 TE# 01 TR# 02185

ITEMS SOLD 2
TC# 4997 7139 7758 4273 9980

AQUAFINA	012000013110 F	6.98 N
AQUAFINA	012000013110 F	6.98 N

SUBTOTAL	13.96
TOTAL	13.96
VISA TEND	13.96
CHANGE DUE	0.00

VISA CREDIT- 7587 I 4 APPR#088355
13.96 TOTAL PURCHASE
REF # 529184190077
TRANS ID - 385291520464910
VALIDATION - 4N56
PAYMENT SERVICE - E
AID A0000000031010
TERMINAL # 28296850
*No Signature Required
10/18/25 09:27:26

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10/18/25 09:27:32

To find individual job backup, please follow the below path in OneDrive-Ryan (Sharepoint)
One-Ryan -> Construction -> Documents -> zz_Yard
November 2025 MN TECH YARD
Invoice # 112025MNTECH
NXS# 101 - 147178

Job #	Cost Code	Total
006777000	11420.012082	200.10

TOTAL DUE

Company Ryan Companies Us, Inc. (main),

Here's your bill for October.

is

SUBSCRIPTIONS & SERVICES

$0.00

This month's charges are the same as last month's

BUNDLED SERVICES

$0.00

ONE-TIME CHARGES

$0.00

BU	Account	Amount
006777000	11420.013020	150

MIDAMERICAN ENERGY COMPANY
Obsessively, Relentlessly **At Your Service®**

800-329-6261
MidAmericanEnergy.com

› Date Billed: 11/06/25
› Account Number: 21231-69039
› Invoice 573580762

Total Amount Due by 12/01/25 $1,938.58

A late payment charge of $29.08 will be assessed if payment is received after 12/01/25.

Service For:
RYAN COMPANIES
500 CAMPUS DR SE
BONDURANT IA 50035

Current Charges Summary

› Last Bill	› Payments and Credits	› New Charges
$113.32	$113.32	$1,938.58

Payments and Credits Applied to Your Account

10/30/25 Check	$113.32

New Charges This Month

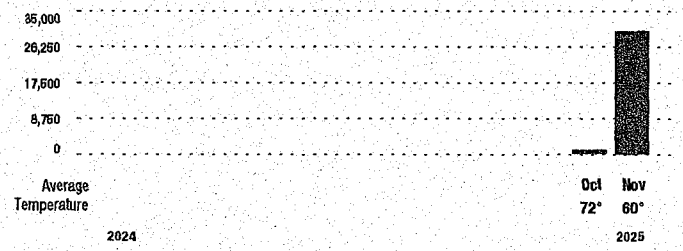
Electric Charges	$1,938.58

See details about this bill on Page 3

You Used

Electric Usage

	Last Year	Current
Monthly kWh Usage	-	30,300
Number of Days	-	29
Average Temperature	-	60°
Average Cost per Day	-	$66.84
Average Usage per Day	-	1,045



[Keep]

[Send]

MIDAMERICAN ENERGY COMPANY
Obsessively, Relentlessly **At Your Service®**

› Account Number: 21231-69039

Total Amount Due by 12/01/25 $1,938.58

For online bill payment log in to My Account at MidAmericanEnergy.com

ICF20311003939020148G10

☐ Monthly ☐ One Time

$ _____ ☐ $5 ☐ $10 ☐ $20

My Contribution

I want to contribute to the I CARE program

10931 1 AB 0.641
*********ALL FOR AADC 500
RYAN COMPANIES
111 E GRAND AVE STE 200
DES MOINES IA 50309-1886

MidAmerican Energy Company
PO Box 8020
Davenport IA 52808-8020
2610 BG3

01002123169039900000193858000001967600000000002

MIDAMERICAN ENERGY COMPANY
Obsessively, Relentlessly **At Your Service®**

800-329-6261
MidAmericanEnergy.com

› Date Billed: 11/06/25
› Account Number: 21231-69039
› Invoice 573580762

Total Amount Due by 12/01/25 **$1,938.58**

A late payment charge of $29.08 will be assessed if payment is received after 12/01/25.

Electric Charges Detail

Meter No: S64072822

29 Billing Days		
Company Reading	10/30/25	210
Company Reading	10/01/25	8
Current Usage		202
Meter Multiplier		150
Total kWh		**30,300**
Company Reading	10/30/25	1,127
Meter Multiplier		150
Peak kW		**169**

Rate: GE General Energy Winter

Supply and Delivery		**$1,811.75**
Basic Service Charge		$10.00
Energy Charge	5,000 X 0.07056	$352.80
Energy Charge	25,300 X 0.04339	$1,097.77
Energy Adjustment Clause	30,300 X 0.00802	$243.01
Transmission Cost Adjustment	30,300 X 0.00271	$82.11
Energy Efficiency Charge	30,300 X 0.00126	$38.18
Demand Response Charge	30,300 X 0.00018	$5.45
Income Tax Adjustment	30,300 X -0.00058	-$17.57
Taxes and Fees		**$126.83**
1.00% Local Option Tax		$18.12
6.00% State Sales Tax		$108.71
	Total	**$1,938.58**

ICF2031100393902020010O
RYAN COMPANIES

United Rentals

BRANCH A35
5765 NE 22ND ST
DES MOINES IA 50313-2554
515-265-5608

4 WEEK BILLING INVOICE

254101196-001

Job Site

NEW FIRE STATION
1409 COURTYARD DR. SE
BONDURANT IA 50035

Office: 515-309-8500

RYAN COMPANIES US DES MOINES
533 S 3RD ST STE 100
MINNEAPOLIS MN 55415-7521

Customer #	: 4584498
Invoice Date	: 10/25/25
Date Out	: 10/10/25 03:00 PM
Billed Through	: 11/07/25 00:00
UR Job Loc	: 1409 COURTYARD DR. S
UR Job #	: 41
Customer Job ID:	
P.O. #	: 006777000
Ordered By	: RON EMBREY
Reserved By	: CHRISTOPHER MAHER
Salesperson	: PAUL MAYBERGER

Invoice Amount: $1,917.14

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4844
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11158980	FLOOR SCRUBBER 28" WALKBEHIND Make: NILFISK Model: FOCUS II Serial: 4000297008 Meter out: 1.00 Meter in: .00	240.00	240.00	696.00	1,502.00	1,502.00

Rental Subtotal: 1,502.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE	155.000	EACH	155.00
1	PICKUP CHARGE	155.000	EACH	155.00

Sales/Misc Subtotal: 310.00

Agreement Subtotal: 1,812.00
Tax: 105.14
Total: 1,917.14

COMMENTS/NOTES:

ONSITE CONTACT: RON EMBREY
CELL#: 515-321-0278
DLV/PKU LOC SELECTED BY MAP PIN OPTION

Billing period: 28 Days From 10/10/25 03:00 PM Thru 11/07/25 03:00 PM

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
SRP Environmental
348 Aero Drive
Shreveport, Louisiana 71107

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 18
PERIOD TO: 11/30/25
CONTRACT FOR: 00073675OS
CONTRACT DATE: 01/10/25
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM	$	15,000.00
2. Net Change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1+2)	$	15,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	$	5,012.30
5. RETAINAGE:		
a. 0.0% of Completed Work		
(Column D + E on G703)	$ 0.00	
b. 0.0% 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	$	5,012.30
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	4,486.70
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	$	525.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	$ 9,987.70	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$ 0.00

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: SRP Environmental

By: Logan Sampson Date: November 21, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 525.60

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 18
APPLICATION DATE: 11/24/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
000000001	Safety Consultant	15,000.00	4,486.70	525.60	0.00	5,012.30	33.4%	9,987.70	0.00
	GRAND TOTAL	**$15,000.00**	**$4,486.70**	**$525.60**	**$0.00**	**$5,012.30**	**33.4%**	**$9,987.70**	**$0.00**

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SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

STATE OF Iowa
COUNTY OF

The Affiant, **Logan Sampson**
says they are **CFO** of **SRP Environmental**
that they have a contract with **Ryan Companies US, Inc.** the general contractor on the following described premises in said County, to wit:

500 Campus Dr. SE
Bondurant, Iowa 50035

That, for the purposes of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
See Attached						
TOTALS		$ 15,000.00	$ 0.00	$ 4,486.70	$ 525.60	$ 9,987.70

Amount of Original Contract	15,000.00	Work Completed to Date	5,012.30
Extras to Contract	0.00	Less 0.0% Retention	0.00
Total Contract and Extras	15,000.00	Total after 0.0% Retention	5,012.30
Credits to Contract	0.00	Net Previously Paid	4,486.70
Adjusted Total Contract	15,000.00	Balance to Become Due	9,987.70

Dated: 21st day of November, 2025

COMPANY: SRP Environmental
ADDRESS: 348 Aero Drive
Shreveport, Louisiana 71107

Signed this 21st day of November, 2025.

Signature: Logan Sampson

Subscribed and sworn to before me
this

My commission expires:

Docusign Envelope ID: 3C5576DB-339D-49A3-BA0D-FB06F5F837A6

Project Name:	**Bondurant ESF - CMR**	**Project #**	**006777000**
Contract No.:	**00073675OS**	**Application No.:**	**18**
To Company:	Ryan Companies US, Inc.	Application Date:	November 24, 2025
From Company:	SRP Environmental	Period To:	November 30, 2025

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
SRP Environmental		$ 15,000.00	$ 0.00	$ 4,486.70	$ 525.60	$ 9,987.70
TOTALS		$ 15,000.00	$ 0.00	$ 4,486.70	$ 525.60	$ 9,987.70

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: November 30, 2025

The undersigned hereby acknowledges receipt of the sum of $525.60
From: **Ryan Companies US, Inc.**

FILL IN ONE

☒ 1) as partial payment for labor, skill and material furnished.

☐ 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback).

☐ 3) as full and final payment for all labor, skill and material furnished or to be furnished the following described real property: (legal description, street address, or project name)

006777000 Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked).

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if signed by a partnership, it must be signed by a partner.

SRP Environmental

By: _____
CFO
348 Aero Drive
Shreveport, Louisiana 71107

Please Return To:
Bondurant ESF - CMR
Attn:
500 Campus Dr. SE
Bondurant, Iowa 50035

CONTRACTOR'S AFFIDAVIT

STATE OF IOWA

COUNTY OF } SS.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, **Logan Sampson** BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS CFO, OF SRP Environmental WHO IS THE CONTRACTOR FURNISHING **00073675OS** WORK ON THE BUILDING LOCATED AT **500 Campus Dr. SE, Bondurant, Iowa 50035** OWNED BY **Bondurant ESF - CMR**.

That the total amount of the contract including extras is **$15,000.00** on which he has received partial payment of **$4,486.70** prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
SRP Environmental		15,000.00	4,486.70	525.60	9,987.70
Total labor and material to complete		**15,000.00**	**4,486.70**	**525.60**	**9,987.70**

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 21st day of November, 2025

Signature:

COMMERCIAL SUPPLY CO.
TOOL AND TEXTILE
Since 1948

1244 2nd Ave
Des Moines IA 50314
United States

Voice: 515-282-1248

Invoice

Invoice Number: INV105612
Invoice Date: 10/14/2025

Bill To

806 Ryan Companies
111 East Grand Ave
Des Moines IA 50309
United States

Ship To

TOTAL

$192.68

Due Date: 11/13/2025

Customer	PO #	Terms	Sales Order
806 Ryan Companies		Net 30	SO104502

Customer Contact	Customer Phone Number	Customer Email

Ship Date	Sales Rep
10/14/2025	

Quantity	Item	Description	UOM	Unit Price	Amount
1	ANS-11-600-8-BK	HYFLEX LIGHT GLOVE M		$41.60	$41.60
1	ANS-11-600-10-BK	HYFLEX LIGHT GLOVE XL		$41.60	$41.60
1	ANS-11-600-9-BK	HYFLEX LIGHT GLOVE L		$41.60	$41.60
2	PRO-14087	SCRAPER BLADE FLOOR 8IN 5/PKG		$9.18	$18.36
1	PRO-14086	ProSource 8in Floor Scraper		$36.90	$36.90
1	PO Number	PO: Bonurant Fire Station Job: 006777		$0.00	$0.00

Subtotal	$180.06
Tax Total (%)	$12.62
Freight or Delivery Charge	
Total Invoice Amount	$192.68
Payment/Credit Applied	$0.00
TOTAL DUE	$192.68

A finance charge of 1.5% per month (18% annually) will be applied to all past due balances. Please ensure payment is received by the due date to avoid additional charges.

INV105612



INVOICE #	37542
ACCOUNT #	1963
AMOUNT	$ 481.99
DATE	Nov 4, 2025
DUE DATE	Nov 24, 2025

Waste Solutions of Iowa
5554 NE 14th St
Des Moines, IA 50313-1605

Pay Online
https://wastesoliowa-portal.navusoft.net/ login
or use **QUICK PAY CODE** 3BD5E

Ryan Company US, Inc.
533 S 3rd St
100
Minneapolis, MN 55415

Pay By Check PO Box 938
Des Moines IA 50304

Site 1963032 - RO - 500 Campus Dr - Ryan - 500 campus dr Bondurant, IA 50035 PO# 006777000

DATE	DESCRIPTION	PO #	QTY	RATE	TOTAL
08/22/25	30 Yard RO Swap	006777000	1	$ 304.00 each	304.00
08/22/25	Roll Off Disposal C&D	006777000	2.31	$ 55.00 per ton	127.05
11/04/25	Roll Off Daily Rental - Oct 31, Nov 01, Nov 02, Nov 03, Nov 04	006777000	5		40.00
	Fuel Surcharge				10.94
				Site Total	$ 481.99

INVOICE TOTAL **$ 481.99**

Invoice Inquiries contact us by calling us at (515) 288-0924

To find individual job backup, please follow the below path in OneDrive-Ryan (Sharepoint)
One-Ryan -> Construction -> Documents -> zz_Yard
November 2025 DES MOINES YARD
Invoice # 112025DESYARD
NXS# 101 - 147178

Job #	Cost Code	Total
006777000	11420.015012	100.00

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
All American Scaffold
51 Washington Avenue
Des Moines, Iowa 50314

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 18
PERIOD TO: 11/30/25
CONTRACT FOR: 00073656OS
CONTRACT DATE: 01/09/25
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM	$	11,939.00
2. Net Change by Change Orders	$	999.07
3. CONTRACT SUM TO DATE (Line 1+2)	$	12,938.07
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	$	12,938.07
5. RETAINAGE:		
a. 0.0% of Completed Work (Column D + E on G703)	$	0.00
b. 0.0% 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)	$	12,938.07
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	10,661.07
8. CURRENT PAYMENT DUE	$	2,277.00
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	$0.00	$0.00
Total approved this Month	$999.07	$0.00
TOTALS	$999.07	$0.00
NET CHANGES by Change Order		$ 999.07

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: All American Scaffold

By: Jodi Preston Date: November 11, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 2,277.00

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 18
APPLICATION DATE: 11/24/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
000000001	Scaffold Stair Tower	11,939.00	10,661.07	1,277.93	0.00	11,939.00	100.0%	0.00	0.00
001000001	Additional month of scaffold r	999.07	0.00	999.07	0.00	999.07	100.0%	0.00	0.00
	GRAND TOTAL	$12,938.07	$10,661.07	$2,277.00	$0.00	$12,938.07	100.0%	$0.00	$0.00

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Docusign Envelope ID: 5D128B27-AA33-457D-9093-2BC6E5DCBBA3

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

STATE OF Iowa
COUNTY OF

The Affiant, **Jodi Preston**
says they are **Office Manager** of **All American Scaffold**
that they have a contract with **Ryan Companies US, Inc.** the general contractor on the following described premises in said County, to wit:

500 Campus Dr. SE
Bondurant, Iowa 50035

That, for the purposes of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
See Attached						
TOTALS		$ 12,938.07	$ 0.00	$ 10,661.07	$ 2,277.00	$ 0.00

Amount of Original Contract	11,939.00	Work Completed to Date	12,938.07
Extras to Contract	999.07	Less 0.0% Retention	0.00
Total Contract and Extras	12,938.07	Total after 0.0% Retention	12,938.07
Credits to Contract	0.00	Net Previously Paid	10,661.07
Adjusted Total Contract	12,938.07	Balance to Become Due	0.00

Dated: 11th day of November, 2025

COMPANY: All American Scaffold
ADDRESS: 51 Washington Avenue
Des Moines, Iowa 50314

Signed this 11th day of November, 2025.

Signature: Jodi Preston

Subscribed and sworn to before me
this

My commission expires:

Docusign Envelope ID: 5D128B27-AA33-457D-9093-2BC6E5DCBBA3

Project Name:	**Bondurant ESF - CMR**	**Project #**	**006777000**
Contract No.:	**00073656OS**	**Application No.:**	**18**
To Company:	Ryan Companies US, Inc.	Application Date:	November 24, 2025
From Company:	All American Scaffold	Period To:	November 30, 2025

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
All American Scaffold		$ 12,938.07	$ 0.00	$ 10,661.07	$ 2,277.00	$ 0.00
TOTALS		$ 12,938.07	$ 0.00	$ 10,661.07	$ 2,277.00	$ 0.00

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: November 30, 2025

The undersigned hereby acknowledges receipt of the sum of $2,277.00
From: **Ryan Companies US, Inc.**

FILL IN ONE

☐ 1) as partial payment for labor, skill and material furnished.

☐ 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback).

☒ 3) as full and final payment for all labor, skill and material furnished or to be furnished the following described real property: (legal description, street address, or project name)

006777000 Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked).

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if signed by a partnership, it must be signed by a partner.

All American Scaffold

By: _____
Office Manager
51 Washington Avenue
Des Moines, Iowa 50314

Please Return To:
Bondurant ESF - CMR
Attn:
500 Campus Dr. SE
Bondurant, Iowa 50035

CONTRACTOR'S AFFIDAVIT

STATE OF IOWA

COUNTY OF } SS.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, **Jodi Preston** BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS Office Manager, OF All American Scaffold WHO IS THE CONTRACTOR FURNISHING **00073656OS** WORK ON THE BUILDING LOCATED AT **500 Campus Dr. SE, Bondurant, Iowa 50035** OWNED BY **Bondurant ESF - CMR**.

That the total amount of the contract including extras is **$12,938.07** on which he has received partial payment of **$10,661.07** prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
All American Scaffold		12,938.07	10,661.07	2,277.00	0.00
Total labor and material to complete		**12,938.07**	**10,661.07**	**2,277.00**	**0.00**

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 11th day of November, 2025

Signature:



Waste Solutions of Iowa
5554 NE 14th St
Des Moines, IA 50313-1605

INVOICE #	36517
ACCOUNT #	1963
AMOUNT	$ 1,382.90
DATE	Oct 22, 2025
DUE DATE	Nov 11, 2025

Pay Online
https://wastesoliowa-portal.navusoft.net/ login
or use **QUICK PAY CODE** 9219D

Ryan Company US, Inc.
533 S 3rd St
100
Minneapolis, MN 55415

Pay By Check PO Box 938
Des Moines IA 50304

Site 1963027 - PT - 500 Campus Dr - Ryan Company - 500 Campus Ct NE Bondurant, IA 50035 PO# 006777000

DATE	DESCRIPTION	PO #	QTY	RATE	TOTAL
10/22/25 - 11/18/25	Rental Fee	006777000	1	$ 5.00 per 4 week	5.00
10/22/25 - 11/18/25	Rental Fee	006777000	1	$ 5.00 per 4 week	5.00
10/22/25 - 11/18/25	Rental Fee	006777000	1	$ 5.00 per 4 week	5.00
10/22/25 - 11/18/25	Rental Fee	006777000	1	$ 5.00 per 4 week	5.00
10/22/25 - 11/18/25	Rental Fee	006777000	1	$ 5.00 per 4 week	5.00
10/22/25 - 11/18/25	Rental Fee	006777000	1	$ 5.00 per 4 week	5.00
10/22/25 - 11/18/25	SPR-Waste Sewer Sludge Removal	006777000	1	$ 218.00 per 4 week	218.00
10/22/25 - 11/18/25	SPR-Waste Sewer Sludge Removal	006777000	1	$ 218.00 per 4 week	218.00
10/22/25 - 11/18/25	SPR-Waste Sewer Sludge Removal	006777000	1	$ 218.00 per 4 week	218.00
10/22/25 - 11/18/25	SPR-Waste Sewer Sludge Removal	006777000	1	$ 218.00 per 4 week	218.00
10/22/25 - 11/18/25	SPR-Waste Sewer Sludge Removal	006777000	1	$ 218.00 per 4 week	218.00
10/22/25 - 11/18/25	Women's SPR-Waste Sewer Sludge Removal		1	$ 218.00 per 4 week	218.00
10/24/25 - 11/18/25	Rental Fee	006777000	1	$ 5.00 per 4 week	0.00
10/24/25 - 11/18/25	Rental Fee	006777000	1	$ 5.00 per 4 week	0.00
10/24/25 - 11/18/25	SPR-Waste Sewer Sludge Removal	006777000	1	$ 218.00 per 4 week	0.00
10/24/25 - 11/18/25	SPR-Waste Sewer Sludge Removal	006777000	1	$ 218.00 per 4 week	0.00
10/03/25	Relocate\Move	006777000	1	$ 40.00 each	40.00
				Tax	$ 4.90
				Site Total	$ 1,382.90

INVOICE TOTAL **$ 1,382.90**

Invoice Inquiries contact us by calling us at (515) 288-0924

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Advanced Precast Company, Inc.
2330 COMMERCE CT. SW
DYERSVILLE, Iowa 52040

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 18
PERIOD TO: 11/30/25
CONTRACT FOR: 00071436OS
CONTRACT DATE: 07/19/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 45,000.00
2. Net Change by Change Orders		$ 601,257.50
3. CONTRACT SUM TO DATE (Line 1+2)		$ 646,257.50
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 646,257.50
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	$ 32,312.88	
b. 0.0% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 32,312.88
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 613,944.62
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 612,593.25
8. CURRENT PAYMENT DUE		$ 1,351.37
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 32,312.88	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$667,439.00	$(67,604.00)
Total approved this Month	$1,422.50	$0.00
TOTALS	$668,861.50	$(67,604.00)
NET CHANGES by Change Order		$ 601,257.50

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: Advanced Precast Company, Inc.

By: Heather Stephen Date: November 11, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 1,351.37

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 18
APPLICATION DATE: 11/24/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
000000001	Precast Concrete	45,000.00	45,000.00	0.00	0.00	45,000.00	100.0%	0.00	2,250.00
001000001	Full Contract Reconciliation	667,439.00	667,439.00	0.00	0.00	667,439.00	100.0%	0.00	33,371.95
002000001	Per Henkel Construction Compan	(67,604.00)	(67,604.00)	0.00	0.00	(67,604.00)	100.0%	0.00	(3,380.20)
003000001	Per Ryan Co additional patchw	1,422.50	0.00	1,422.50	0.00	1,422.50	100.0%	0.00	71.13
	GRAND TOTAL	**$646,257.50**	**$644,835.00**	**$1,422.50**	**$0.00**	**$646,257.50**	**100.0%**	**$0.00**	**$32,312.88**

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Docusign Envelope ID: 90F02A74-F7E6-4B8D-BC9E-BDB10E053ECF

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

STATE OF Iowa
COUNTY OF

The Affiant, **Heather Stephen**
says they are **Finance Director** of **Advanced Precast Company, Inc.**
that they have a contract with **Ryan Companies US, Inc.** the general contractor on the following described premises in said County, to wit:

500 Campus Dr. SE
Bondurant, Iowa 50035

That, for the purposes of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
See Attached						
TOTALS		$ 646,257.50	$ 32,312.88	$ 612,593.25	$ 1,351.37	$ 32,312.88

Amount of Original Contract	45,000.00	Work Completed to Date	646,257.50
Extras to Contract	668,861.50	Less 5.0% Retention	32,312.88
Total Contract and Extras	713,861.50	Total after 5.0% Retention	613,944.62
Credits to Contract	(67,604.00)	Net Previously Paid	612,593.25
Adjusted Total Contract	646,257.50	Balance to Become Due	32,312.88

Dated: 11th day of November, 2025

COMPANY: Advanced Precast Company, Inc.
ADDRESS: 2330 COMMERCE CT. SW
DYERSVILLE, Iowa 52040

Signed this 11th day of November, 2025.

Signature: Heather Stephen

Subscribed and sworn to before me
this

My commission expires:

Docusign Envelope ID: 90F02A74-F7E6-4B8D-BC9E-BDB10E053ECF

Project Name:	**Bondurant ESF - CMR**	**Project #**	**006777000**
Contract No.:	**00071436OS**	**Application No.:**	**18**
To Company:	Ryan Companies US, Inc.	Application Date:	November 24, 2025
From Company:	Advanced Precast Company, Inc.	Period To:	November 30, 2025

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
Advanced Precast Company, Inc.		$ 646,257.50	$ 32,312.88	$ 612,593.25	$ 1,351.37	$ 32,312.88
Recknagel Engineering LLC	Precast Concrete	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTALS		$ 646,257.50	$ 32,312.88	$ 612,593.25	$ 1,351.37	$ 32,312.88

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: November 30, 2025

The undersigned hereby acknowledges receipt of the sum of $1,351.37
From: **Ryan Companies US, Inc.**

FILL IN ONE

☒ 1) as partial payment for labor, skill and material furnished.

☐ 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback).

☐ 3) as full and final payment for all labor, skill and material furnished or to be furnished the following described real property: (legal description, street address, or project name)

006777000 Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked).

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if signed by a partnership, it must be signed by a partner.

Advanced Precast Company, Inc.

By: _____
Finance Director
2330 COMMERCE CT. SW
DYERSVILLE, Iowa 52040

Please Return To:
Bondurant ESF - CMR
Attn:
500 Campus Dr. SE
Bondurant, Iowa 50035

CONTRACTOR'S AFFIDAVIT

STATE OF IOWA

COUNTY OF } SS.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, **Heather Stephen** BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS Finance Director, OF Advanced Precast Company, Inc. WHO IS THE CONTRACTOR FURNISHING **00071436OS** WORK ON THE BUILDING LOCATED AT **500 Campus Dr. SE, Bondurant, Iowa 50035** OWNED BY **Bondurant ESF - CMR**.

That the total amount of the contract including extras is **$646,257.50** on which he has received partial payment of **$612,593.25** prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Advanced Precast Company, Inc.		646,257.50	612,593.25	1,351.37	32,312.88
Recknagel Engineering LLC	Precast Concrete	0.00	0.00	0.00	0.00
Total labor and material to complete		**646,257.50**	**612,593.25**	**1,351.37**	**32,312.88**

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 11th day of November, 2025

Signature:

Parker Welding & Fabrication, Inc.
721 E Lane Street
Winterset, Iowa 50273
PH: 515-462-2294 FAX: 515-462-2350
www.parkerweldingfabrication.com

Invoice # 2511

September 30, 2025

Ryan Construction
111 East Grand, Suite 200
Des Moines, IA 50309

Terms: Due Upon Receipt

Purchase Order No.	Bondurant Fire Station	
Description:	As per notebook page of drawings	$ 1,299.00
	SUB-TOTAL	$ 1,299.00
	IOWA SALES TAX - Madison Co 7%	$ 90.93
	TOTAL DUE	$ 1,389.93

Thank You!

Parker Welding & Fabrication, Inc.
721 E Lane Street
Winterset, Iowa 50273
PH: 515-462-2294 FAX: 515-462-2350
www.parkerweldingfabrication.com

Invoice # 2512

Cost Code 051200-M

October 23, 2025

Ryan Construction
111 East Grand, Suite 200
Des Moines, IA 50309

Terms: Due Upon Receipt

Purchase Order No. Bondurant Fire Station

Description: 2 Ladder Brackets	$ 77.00
SUB-TOTAL	$ 77.00
IOWA SALES TAX - Madison Co 7%	$ 5.39
TOTAL DUE	$ 82.39

Thank You!

Parker Welding & Fabrication, Inc.
721 E Lane Street
Winterset, Iowa 50273
PH: 515-462-2294 FAX: 515-462-2350
www.parkerweldingfabrication.com

Invoice # 2513

Cost Code 051200-M

October 23, 2025

Ryan Construction
111 East Grand, Suite 200
Des Moines, IA 50309

Terms: Due Upon Receipt

Purchase Order No.	Bondurant Fire Station	
Description:	1/8" Filler Plates Burned to Fit Around Piping	$ 550.00
	SUB-TOTAL	$ 550.00
	IOWA SALES TAX - Madison Co 7%	$ 38.50
	TOTAL DUE	$ 588.50

Thank You!

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Core Construction Services LLC
3093 NW Prairie Ln
Des Moines, Iowa 50313

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 19
PERIOD TO: 11/30/25
CONTRACT FOR: 00072253OS
CONTRACT DATE: 08/16/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 730,000.00
2. Net Change by Change Orders		$ 179,543.80
3. CONTRACT SUM TO DATE (Line 1+2)		$ 909,543.80
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 909,543.80
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	$ 45,477.20	
b. 0.0% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 45,477.20
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 864,066.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 847,657.25
8. CURRENT PAYMENT DUE		$ 16,409.35
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 45,477.20	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$178,188.80	$(10,633.00)
Total approved this Month	$11,988.00	$0.00
TOTALS	$190,176.80	$(10,633.00)
NET CHANGES by Change Order		$ 179,543.80

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: Core Construction Services LLC

By: Mike Ogle Date: December 02, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... **$ 16,409.35**

(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:

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.

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Docusign Envelope ID: 96FD2E91-DA3B-4432-83BA-ED34A25563B7

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 19
APPLICATION DATE: 12/04/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	General Conditions	78,231.00	78,231.00	0.00	0.00	78,231.00	100.0%	0.00	3,911.55
	Rough Carpentry L	62,103.00	62,103.00	0.00	0.00	62,103.00	100.0%	0.00	3,105.15
	Rough Carpentry M	19,970.00	19,970.00	0.00	0.00	19,970.00	100.0%	0.00	998.50
	Wood Decking M	100,076.00	100,076.00	0.00	0.00	100,076.00	100.0%	0.00	5,003.80
	casework labor	31,200.00	31,200.00	0.00	0.00	31,200.00	100.0%	0.00	1,560.00
	casework Material	82,266.00	82,266.00	0.00	0.00	82,266.00	100.0%	0.00	4,113.30
	FRP Labor	520.00	520.00	0.00	0.00	520.00	100.0%	0.00	26.00
	FRP Material	400.00	400.00	0.00	0.00	400.00	100.0%	0.00	20.00
	Access Doors	500.00	500.00	0.00	0.00	500.00	100.0%	0.00	25.00
	Door Frames Labor	27,845.00	27,845.00	0.00	0.00	27,845.00	100.0%	0.00	1,392.25
	Door Hardware M	44,370.00	44,370.00	0.00	0.00	44,370.00	100.0%	0.00	2,218.50
	Doors & HW Labor	19,422.00	19,422.00	0.00	0.00	19,422.00	100.0%	0.00	971.10
	HM Door & Frame M	38,324.00	38,324.00	0.00	0.00	38,324.00	100.0%	0.00	1,916.20
	Sound Door Material	25,210.00	25,210.00	0.00	0.00	25,210.00	100.0%	0.00	1,260.50
	Wood Door Material	6,311.00	6,311.00	0.00	0.00	6,311.00	100.0%	0.00	315.55
	OFCI Labor	1,920.00	1,920.00	0.00	0.00	1,920.00	100.0%	0.00	96.00
	Specialties Labor	17,322.00	17,322.00	0.00	0.00	17,322.00	100.0%	0.00	866.10

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	VDB Material	18,801.00	18,801.00	0.00	0.00	18,801.00	100.0%	0.00	940.05
	Toilet Partitions M	3,737.00	3,737.00	0.00	0.00	3,737.00	100.0%	0.00	186.85
	Coner Guard Material	3,778.00	3,778.00	0.00	0.00	3,778.00	100.0%	0.00	188.90
	Toilet Access. M	11,034.00	11,034.00	0.00	0.00	11,034.00	100.0%	0.00	551.70
	AED Cabinet	200.00	200.00	0.00	0.00	200.00	100.0%	0.00	10.00
	Emergency Key Cabine	500.00	500.00	0.00	0.00	500.00	100.0%	0.00	25.00
	FEC Materail	1,371.00	1,371.00	0.00	0.00	1,371.00	100.0%	0.00	68.55
	Metal Lockers M	32,300.00	32,300.00	0.00	0.00	32,300.00	100.0%	0.00	1,615.00
	Locker Install	15,600.00	15,600.00	0.00	0.00	15,600.00	100.0%	0.00	780.00
	Plam Clad Locker M	20,600.00	20,600.00	0.00	0.00	20,600.00	100.0%	0.00	1,030.00
	Flagpoles Materail	3,625.00	3,625.00	0.00	0.00	3,625.00	100.0%	0.00	181.25
	Window Shades L	7,566.00	7,566.00	0.00	0.00	7,566.00	100.0%	0.00	378.30
	Saunas Labor	4,800.00	4,800.00	0.00	0.00	4,800.00	100.0%	0.00	240.00
	Window Shades M	22,695.00	22,695.00	0.00	0.00	22,695.00	100.0%	0.00	1,134.75
	Saunas Material	12,798.00	12,798.00	0.00	0.00	12,798.00	100.0%	0.00	639.90
	Benches Material	5,255.00	5,255.00	0.00	0.00	5,255.00	100.0%	0.00	262.76
	Bike Racks M	1,850.00	1,850.00	0.00	0.00	1,850.00	100.0%	0.00	92.50
	Site Furnishing L	1,260.00	1,260.00	0.00	0.00	1,260.00	100.0%	0.00	63.00
	Waste Receptacle M	6,240.00	6,240.00	0.00	0.00	6,240.00	100.0%	0.00	312.00
001000001	**Per ITC #005 add 10 lockers t**	9,953.00	9,953.00	0.00	0.00	9,953.00	100.0%	0.00	497.65
002000001	**Per Core proposal dated 02.19.**	1,980.00	1,980.00	0.00	0.00	1,980.00	100.0%	0.00	99.00
003000001	**Per Core proposal dated 02.04.**	3,888.00	3,888.00	0.00	0.00	3,888.00	100.0%	0.00	194.40
004000001	**Provide permanent cores for al**	1,846.00	1,846.00	0.00	0.00	1,846.00	100.0%	0.00	92.30
004000002	**Provide door closers at doors**	2,885.00	2,885.00	0.00	0.00	2,885.00	100.0%	0.00	144.25

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
004000003	Revised hardware for openings	3,115.00	3,115.00	0.00	0.00	3,115.00	100.0%	0.00	155.75
004000004	Install additional hardware no	2,160.00	2,160.00	0.00	0.00	2,160.00	100.0%	0.00	108.00
004000005	Subcontractor mark-up for hard	1,151.00	1,151.00	0.00	0.00	1,151.00	100.0%	0.00	57.55
004000006	Per Core proposal dated 02.19.	1,339.00	533.00	806.00	0.00	1,339.00	100.0%	0.00	66.95
005000001	Per Core proposal dated 5/23/2	18,530.00	18,530.00	0.00	0.00	18,530.00	100.0%	0.00	926.50
005000002	Per Core proposal dated 5/23/2	23,100.00	23,100.00	0.00	0.00	23,100.00	100.0%	0.00	1,155.00
005000003	Per Core proposal dated 5/23/2	99,800.00	99,800.00	0.00	0.00	99,800.00	100.0%	0.00	4,990.00
005000004	Per RFI #91 supply and instal	596.30	596.30	0.00	0.00	596.30	100.0%	0.00	29.81
006000001	Per owner request revise oven	(10,633.00)	(10,633.00)	0.00	0.00	(10,633.00)	100.0%	0.00	(531.65)
007000001	Per RFI #86 furnish a revised	433.00	433.00	0.00	0.00	433.00	100.0%	0.00	21.65
008000001	Per RFI 126 furnish the soap	2,933.50	2,933.50	0.00	0.00	2,933.50	100.0%	0.00	146.68
009000001	Per RFI 74 furnish and instal	2,679.00	0.00	2,679.00	0.00	2,679.00	100.0%	0.00	133.95
009000002	Per Ryan Co direction furnish	421.00	0.00	421.00	0.00	421.00	100.0%	0.00	21.05
009000003	Per Ryan Co direction swap ou	1,379.00	0.00	1,379.00	0.00	1,379.00	100.0%	0.00	68.95
010000001	Per RFI 137 furnish and insta	1,450.00	0.00	1,450.00	0.00	1,450.00	100.0%	0.00	72.50
010000002	Per Ryan Co grind down precas	960.00	0.00	960.00	0.00	960.00	100.0%	0.00	48.00
010000003	Per Ryan Co furnish and insta	9,578.00	0.00	9,578.00	0.00	9,578.00	100.0%	0.00	478.90
	GRAND TOTAL	**$909,543.80**	**$892,270.80**	**$17,273.00**	**$0.00**	**$909,543.80**	**100.0%**	**$0.00**	**$45,477.20**

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Docusign Envelope ID: 96FD2E91-DA3B-4432-83BA-ED34A25563B7

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

STATE OF Iowa
COUNTY OF

The Affiant, **Mike Ogle**
says they are **Owner** of **Core Construction Services LLC**
that they have a contract with **Ryan Companies US, Inc.** the general contractor on the following described premises in said County, to wit:

500 Campus Dr. SE
Bondurant, Iowa 50035

That, for the purposes of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
See Attached						
TOTALS		$ 909,543.80	$ 45,477.20	$ 847,657.25	$ 16,409.35	$ 45,477.20

Amount of Original Contract	730,000.00	Work Completed to Date	909,543.80
Extras to Contract	190,176.80	Less 5.0% Retention	45,477.20
Total Contract and Extras	920,176.80	Total after 5.0% Retention	864,066.60
Credits to Contract	(10,633.00)	Net Previously Paid	847,657.25
Adjusted Total Contract	909,543.80	Balance to Become Due	45,477.20

Dated: 2nd day of December, 2025

COMPANY: Core Construction Services LLC
ADDRESS: 3093 NW Prairie Ln
Des Moines, Iowa 50313

Signed this 2nd day of December, 2025.

Signature: Mike Ogle

Subscribed and sworn to before me
this

My commission expires:

Docusign Envelope ID: 96FD2E91-DA3B-4432-83BA-ED34A25563B7

Project Name:	**Bondurant ESF - CMR**	**Project #**	**006777000**
Contract No.:	**00072253OS**	**Application No.:**	**19**
To Company:	Ryan Companies US, Inc.	Application Date:	December 04, 2025
From Company:	Core Construction Services LLC	Period To:	November 30, 2025

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
Core Construction Services LLC		$ 589,989.80	$ 45,477.20	$ 847,657.25	$ 16,409.35	$ (274,076.80)
Doors Inc.	Doors Inc.	$ 114,215.00	$ 0.00	$ 0.00	$ 0.00	$ 114,215.00
Epco	Epco	$ 42,046.00	$ 0.00	$ 0.00	$ 0.00	$ 42,046.00
Storage & Design	Storage & Design	$ 68,500.00	$ 0.00	$ 0.00	$ 0.00	$ 68,500.00
Sunlighten Sales, LLC	Sunlighten Sales, LLC	$ 12,798.00	$ 0.00	$ 0.00	$ 0.00	$ 12,798.00
Woodcrafters Inc.	Woodcrafters Inc.	$ 81,995.00	$ 0.00	$ 0.00	$ 0.00	$ 81,995.00
TOTALS		$ 909,543.80	$ 45,477.20	$ 847,657.25	$ 16,409.35	$ 45,477.20

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: November 30, 2025

The undersigned hereby acknowledges receipt of the sum of $16,409.35
From: **Ryan Companies US, Inc.**

FILL IN ONE

☒ 1) as partial payment for labor, skill and material furnished.

☐ 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback).

☐ 3) as full and final payment for all labor, skill and material furnished or to be furnished the following described real property: (legal description, street address, or project name)

006777000 Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked).

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if signed by a partnership, it must be signed by a partner.

Core Construction Services LLC

By: _____
Owner
3093 NW Prairie Ln
Des Moines, Iowa 50313

Please Return To:
Bondurant ESF - CMR
Attn:
500 Campus Dr. SE
Bondurant, Iowa 50035

CONTRACTOR'S AFFIDAVIT

STATE OF IOWA

COUNTY OF } SS.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, **Mike Ogle** BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS Owner, OF Core Construction Services LLC WHO IS THE CONTRACTOR FURNISHING **00072253OS** WORK ON THE BUILDING LOCATED AT **500 Campus Dr. SE, Bondurant, Iowa 50035** OWNED BY **Bondurant ESF - CMR**.

That the total amount of the contract including extras is **$909,543.80** on which he has received partial payment of **$847,657.25** prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Core Construction Services LLC		589,989.80	847,657.25	16,409.35	(274,076.80)
Doors Inc.	Doors Inc.	114,215.00	0.00	0.00	114,215.00
Epco	Epco	42,046.00	0.00	0.00	42,046.00
Storage & Design	Storage & Design	68,500.00	0.00	0.00	68,500.00
Sunlighten Sales, LLC	Sunlighten Sales, LLC	12,798.00	0.00	0.00	12,798.00
Woodcrafters Inc.	Woodcrafters Inc.	81,995.00	0.00	0.00	81,995.00
Total labor and material to complete		**909,543.80**	**847,657.25**	**16,409.35**	**45,477.20**

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 2nd day of December, 2025

Signature:

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Skold Door & Floor Company Inc
5730 NE 17th Street
Des Moines, Iowa 50317

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 18
PERIOD TO: 11/30/25
CONTRACT FOR: 00071834OS
CONTRACT DATE: 08/21/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 482,200.00
2. Net Change by Change Orders		$ 6,962.00
3. CONTRACT SUM TO DATE (Line 1+2)		$ 489,162.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 489,162.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	$ 24,458.10	
b. 0.0% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 24,458.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 464,703.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 458,090.00
8. CURRENT PAYMENT DUE		$ 6,613.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 24,458.10	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$6,962.00	$0.00
TOTALS	$6,962.00	$0.00
NET CHANGES by Change Order		$ 6,962.00

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: Skold Door & Floor Company Inc

By: Angie Aldridge Date: November 14, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 6,613.90

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 18
APPLICATION DATE: 11/24/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
000000001	Overhead Doors	482,200.00	482,200.00	0.00	0.00	482,200.00	100.0%	0.00	24,110.00
001000001	Per ITC 11 furnish and instal	6,962.00	0.00	6,962.00	0.00	6,962.00	100.0%	0.00	348.10
	GRAND TOTAL	**$489,162.00**	**$482,200.00**	**$6,962.00**	**$0.00**	**$489,162.00**	**100.0%**	**$0.00**	**$24,458.10**

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SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

STATE OF Iowa
COUNTY OF

The Affiant, **Angie Aldridge**
says they are **Treasurer** of **Skold Door & Floor Company Inc**
that they have a contract with **Ryan Companies US, Inc.** the general contractor on the following described premises in said County, to wit:

500 Campus Dr. SE
Bondurant, Iowa 50035

That, for the purposes of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
See Attached						
TOTALS		$ 489,162.00	$ 24,458.10	$ 458,090.00	$ 6,613.90	$ 24,458.10

Amount of Original Contract	482,200.00	Work Completed to Date	489,162.00
Extras to Contract	6,962.00	Less 5.0% Retention	24,458.10
Total Contract and Extras	489,162.00	Total after 5.0% Retention	464,703.90
Credits to Contract	0.00	Net Previously Paid	458,090.00
Adjusted Total Contract	489,162.00	Balance to Become Due	24,458.10

Dated: 14th day of November, 2025

COMPANY: Skold Door & Floor Company Inc
ADDRESS: 5730 NE 17th Street
Des Moines, Iowa 50317

Signed this 14th day of November, 2025.

Signature: Angie Aldridge

Subscribed and sworn to before me
this

My commission expires:

Docusign Envelope ID: C4181F2D-BB39-4A18-ACF2-65190EDD934D

Project Name:	**Bondurant ESF - CMR**	**Project #**	**006777000**
Contract No.:	**00071834OS**	**Application No.:**	**18**
To Company:	Ryan Companies US, Inc.	Application Date:	November 24, 2025
From Company:	Skold Door & Floor Company Inc	Period To:	November 30, 2025

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
Skold Door & Floor Company Inc		$ 120,204.20	$ 24,458.10	$ 94,902.40	$ 5,265.70	$ 20,036.10
Clopay Building Products	Sub/Supplier	$ 102,963.60	$ 0.00	$ 102,963.60	$ 0.00	$ 0.00
Cornell Cookson	Sub/Supplier	$ 9,906.00	$ 0.00	$ 9,906.00	$ 0.00	$ 0.00
Door Engineering and Manufacturing	Sub/Supplier	$ 254,740.00	$ 0.00	$ 250,318.00	$ 0.00	$ 4,422.00
Walsh Door & Security	Supplier	$ 1,348.20	$ 0.00	$ 0.00	$ 1,348.20	$ 0.00
TOTALS		$ 489,162.00	$ 24,458.10	$ 458,090.00	$ 6,613.90	$ 24,458.10

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: November 30, 2025

The undersigned hereby acknowledges receipt of the sum of $6,613.90
From: **Ryan Companies US, Inc.**

FILL IN ONE

☒ 1) as partial payment for labor, skill and material furnished.

☐ 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback).

☐ 3) as full and final payment for all labor, skill and material furnished or to be furnished the following described real property: (legal description, street address, or project name)

006777000 Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked).

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if signed by a partnership, it must be signed by a partner.

Skold Door & Floor Company Inc

By: _____
Treasurer
5730 NE 17th Street
Des Moines, Iowa 50317

Please Return To:
Bondurant ESF - CMR
Attn:
500 Campus Dr. SE
Bondurant, Iowa 50035

CONTRACTOR'S AFFIDAVIT

STATE OF IOWA

COUNTY OF } SS.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, **Angie Aldridge** BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS Treasurer, OF Skold Door & Floor Company Inc WHO IS THE CONTRACTOR FURNISHING **00071834OS** WORK ON THE BUILDING LOCATED AT **500 Campus Dr. SE, Bondurant, Iowa 50035** OWNED BY **Bondurant ESF - CMR**.

That the total amount of the contract including extras is **$489,162.00** on which he has received partial payment of **$458,090.00** prior to this payment.
That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Skold Door & Floor Company Inc		120,204.20	94,902.40	5,265.70	20,036.10
Clopay Building Products	Sub/Supplier	102,963.60	102,963.60	0.00	0.00
Cornell Cookson	Sub/Supplier	9,906.00	9,906.00	0.00	0.00
Door Engineering and Manufacturing	Sub/Supplier	254,740.00	250,318.00	0.00	4,422.00
Walsh Door & Security	Supplier	1,348.20	0.00	1,348.20	0.00
Total labor and material to complete		**489,162.00**	**458,090.00**	**6,613.90**	**24,458.10**

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 14th day of November, 2025

Signature:

(Material Suppliers & Sub-Sub Contractors Forms)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

N.B It is important that the following direction be closely followed as Otherwise the receipt WILL NOT BE ACCEPTED.

1. This is a LEGAL INSTRUMENT and must be executed accordingly by officers of corporations and partners of co-partnerships.
2. NO ERASURES OR ALTERATIONS MUST BE MADE.

(Date) November 14, 2025

The undersigned acknowledges having received cumulative payments of $ 1,348.20

from Skold Door & Floor Company, Inc. for invoices through (date) November 30, 2025

Invoice Number 839187
Check Number 36321
SDC File No: 244316

[ ] as partial payment for labor, skill and/or materials furnished or

[X] as full and final payment for labor, skill, and/or materials furnished to be furnished to

by the undersigned for the project of:

Project Name Bondurant Emergency Service Facility

Project Address 500 Campus Drive SE Bondurant, IA 50035

and for value received hereby waives all rights which may have been acquired by the undersigned to file mechanic's liens against said premises for labor, skill or material furnished to said premises prior to the date above.

Company Name Walsh Door & Security

Company Address 2600 Delaware

Company City, St, Zip Des Moines, IA 50317

By

Printed Name Marty Walsh

Title President

STATE OF: Iowa

COUNTY OF: Polk

Subscribed and sworn to before me this 21st day of November, 2025

Notary Public:

My commission expires: March 17, 2028

SAMANTHA CRUZ
Commission Number 863360
My Commission Expires
March 17, 2028

Docusign Envelope ID: A71DB826-F7E5-4F08-87FD-E17EE83D487A

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Elite Glass & Metal
4945 NW 57th Ave, Suite 1
Johnston, Iowa 50131

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 18
PERIOD TO: 11/30/25
CONTRACT FOR: 00071804OS
CONTRACT DATE: 08/21/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 812,667.00
2. Net Change by Change Orders		$ 71,188.00
3. CONTRACT SUM TO DATE (Line 1+2)		$ 883,855.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 883,855.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	$ 44,192.75	
b. 0.0% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 44,192.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 839,662.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 832,139.20
8. CURRENT PAYMENT DUE		$ 7,523.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 44,192.75	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$63,269.00	$0.00
Total approved this Month	$7,919.00	$0.00
TOTALS	$71,188.00	$0.00
NET CHANGES by Change Order		$ 71,188.00

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: Elite Glass & Metal

By: Nate Burged Date: November 20, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 7,523.05

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 18
APPLICATION DATE: 11/24/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
000000001	Glass & Glazing	812,667.00	812,667.00	0.00	0.00	812,667.00	100.0%	0.00	40,633.35
001000001	Per ITC #006 revise TWS-1 to	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
002000001	Per Elite proposal dated 02.20	4,201.00	4,201.00	0.00	0.00	4,201.00	100.0%	0.00	210.05
003000001	Per Elite proposal dated 04.25	1,725.00	1,725.00	0.00	0.00	1,725.00	100.0%	0.00	86.25
003000002	Per Elite proposal dated 06.04	3,479.00	3,479.00	0.00	0.00	3,479.00	100.0%	0.00	173.95
004000001	Per Ryan Co direction cut dow	3,483.00	3,483.00	0.00	0.00	3,483.00	100.0%	0.00	174.15
004000002	Per Ryan Co direction additon	8,075.00	8,075.00	0.00	0.00	8,075.00	100.0%	0.00	403.75
004000003	Per Ryan Co direction cutting	4,888.00	4,888.00	0.00	0.00	4,888.00	100.0%	0.00	244.40
004000004	Per Ryan Co direction furnish	4,731.00	4,731.00	0.00	0.00	4,731.00	100.0%	0.00	236.55
005000001	Per Ryan Co direction furnish	19,003.00	19,003.00	0.00	0.00	19,003.00	100.0%	0.00	950.15
006000001	Per Ryan Co request furnish a	9,306.00	9,306.00	0.00	0.00	9,306.00	100.0%	0.00	465.30
006000002	Per Ryan Co direction cut dow	4,378.00	4,378.00	0.00	0.00	4,378.00	100.0%	0.00	218.90
007000001	Per Ryan Co request furnish a	2,541.00	0.00	2,541.00	0.00	2,541.00	100.0%	0.00	127.05
008000001	Per Ryan Co request furnish a	3,015.00	0.00	3,015.00	0.00	3,015.00	100.0%	0.00	150.75
009000001	Per Owner request add film at	2,363.00	0.00	2,363.00	0.00	2,363.00	100.0%	0.00	118.15
	GRAND TOTAL	**$883,855.00**	**$875,936.00**	**$7,919.00**	**$0.00**	**$883,855.00**	**100.0%**	**$0.00**	**$44,192.75**

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SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

STATE OF Iowa
COUNTY OF

The Affiant, **Nate Burgod**
says they are **Operations Manager** of **Elite Glass & Metal**
that they have a contract with **Ryan Companies US, Inc.** the general contractor on the following described premises in said County, to wit:

500 Campus Dr. SE
Bondurant, Iowa 50035

That, for the purposes of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
See Attached						
TOTALS		$ 883,855.00	$ 44,192.75	$ 832,139.20	$ 7,523.05	$ 44,192.75

Amount of Original Contract	812,667.00	Work Completed to Date	883,855.00
Extras to Contract	71,188.00	Less 5.0% Retention	44,192.75
Total Contract and Extras	883,855.00	Total after 5.0% Retention	839,662.25
Credits to Contract	0.00	Net Previously Paid	832,139.20
Adjusted Total Contract	883,855.00	Balance to Become Due	44,192.75

Dated: 20th day of November, 2025

COMPANY: Elite Glass & Metal
ADDRESS: 4945 NW 57th Ave
Suite 1
Johnston, Iowa 50131

Signed this 20th day of November, 2025.

Signature: Nate Burgod

Subscribed and sworn to before me
this

My commission expires:

Docusign Envelope ID: A71DB826-F7E5-4F08-87FD-E17EE83D487A

Project Name:	**Bondurant ESF - CMR**	**Project #**	**006777000**
Contract No.:	**00071804OS**	**Application No.:**	**18**
To Company:	Ryan Companies US, Inc.	Application Date:	November 24, 2025
From Company:	Elite Glass & Metal	Period To:	November 30, 2025

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
Elite Glass & Metal		$ 657,855.00	$ 44,192.75	$ 832,139.20	$ 7,523.05	$ (181,807.25)
Nova Tech - ACM Panels	Nova Tech - ACM Panels	$ 11,000.00	$ 0.00	$ 0.00	$ 0.00	$ 11,000.00
Translucent Panels - CPI	Translucent Panels - CPI	$ 215,000.00	$ 0.00	$ 0.00	$ 0.00	$ 215,000.00
TOTALS		$ 883,855.00	$ 44,192.75	$ 832,139.20	$ 7,523.05	$ 44,192.75

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: November 30, 2025

The undersigned hereby acknowledges receipt of the sum of $7,523.05
From: **Ryan Companies US, Inc.**

FILL IN ONE

☒ 1) as partial payment for labor, skill and material furnished.

☐ 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback).

☐ 3) as full and final payment for all labor, skill and material furnished or to be furnished the following described real property: (legal description, street address, or project name)

006777000 Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked).

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if signed by a partnership, it must be signed by a partner.

Elite Glass & Metal

By: _____
Operations Manager
4945 NW 57th Ave, Suite 1
Johnston, Iowa 50131

Please Return To:
Bondurant ESF - CMR
Attn:
500 Campus Dr. SE
Bondurant, Iowa 50035

CONTRACTOR'S AFFIDAVIT

STATE OF IOWA

COUNTY OF } SS.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, **Nate Burgod** BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS Operations Manager, OF Elite Glass & Metal WHO IS THE CONTRACTOR FURNISHING **00071804OS** WORK ON THE BUILDING LOCATED AT **500 Campus Dr. SE, Bondurant, Iowa 50035** OWNED BY **Bondurant ESF - CMR**.

That the total amount of the contract including extras is **$883,855.00** on which he has received partial payment of **$832,139.20** prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Elite Glass & Metal		657,855.00	832,139.20	7,523.05	(181,807.25)
Nova Tech - ACM Panels	Nova Tech - ACM Panels	11,000.00	0.00	0.00	11,000.00
Translucent Panels - CPI	Translucent Panels - CPI	215,000.00	0.00	0.00	215,000.00
Total labor and material to complete		**883,855.00**	**832,139.20**	**7,523.05**	**44,192.75**

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 20th day of November, 2025

Signature:

Docusign Envelope ID: 2B8176D9-209A-458C-90D7-63A26AC4176F

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
PERFORMANCE CONTRACTING, INC.
11145 Thompson Ave.
Lenexa, Kansas 66219

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 19
PERIOD TO: 11/30/25
CONTRACT FOR: 00071800OS
CONTRACT DATE: 08/21/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 526,905.00
2. Net Change by Change Orders		$ 52,839.61
3. CONTRACT SUM TO DATE (Line 1+2)		$ 579,744.61
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 579,744.60
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	$ 28,987.23	
b. 0.0% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 28,987.23
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 550,757.37
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 533,919.57
8. CURRENT PAYMENT DUE		$ 16,837.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 28,987.24	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$35,115.61	$0.00
Total approved this Month	$17,724.00	$0.00
TOTALS	$52,839.61	$0.00
NET CHANGES by Change Order		$ 52,839.61

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: PERFORMANCE CONTRACTING, INC.

By: Ilia Trenary Date: December 02, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 16,837.80

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 19
APPLICATION DATE: 12/04/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
000000001	Mobilization	14,000.00	14,000.00	0.00	0.00	14,000.00	100.0%	0.00	700.00
000000002	Submittals/shop drawings/Engineering/deposits	22,089.00	22,089.00	0.00	0.00	22,089.00	100.0%	0.00	1,104.45
000000003	ExtFrmg/Sheathing/Sprayfoam/airbarrier mat	42,199.00	42,199.00	0.00	0.00	42,199.00	100.0%	0.00	2,109.95
000000004	ExtFrmg/Sheathing/SprayFoam/Airbarrier Lbr	59,485.00	59,485.00	0.00	0.00	59,485.00	100.0%	0.00	2,974.26
000000005	Interior Layout and Framing Material	42,192.00	42,192.00	0.00	0.00	42,192.00	100.0%	0.00	2,109.60
000000006	Interior Layout and Framing Labor	68,840.00	68,840.00	0.00	0.00	68,840.00	100.0%	0.00	3,441.99
000000007	Gyp Board intall/Taping/Sealants Materials	60,648.00	60,648.00	0.00	0.00	60,648.00	100.0%	0.00	3,032.40
000000008	Gyp Board install/Taping/Sealants Labor	75,640.00	75,640.00	0.00	0.00	75,640.00	100.0%	0.00	3,782.00
000000009	Acoustical/Specialty Ceilings/Wall Panels Material	65,145.00	65,145.00	0.00	0.00	65,145.00	100.0%	0.00	3,257.25
000000010	Acoustical/Specialty Ceilings/Wall Panels Labor	27,919.00	27,918.99	0.00	0.00	27,918.99	100.0%	0.01	1,395.94
000000011	Composite Wall Panels Material	33,149.00	33,149.00	0.00	0.00	33,149.00	100.0%	0.00	1,657.45
000000012	Composite Wall Panels Labor	15,599.00	15,599.00	0.00	0.00	15,599.00	100.0%	0.00	779.96
001000001	Per ITC 07 revised parapet bl	4,171.00	4,171.00	0.00	0.00	4,171.00	100.0%	0.00	208.55
002000001	Per proposal dated 04.16.25 f	13,892.00	13,892.00	0.00	0.00	13,892.00	100.0%	0.00	694.60

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Docusign Envelope ID: 2B8176D9-209A-458C-90D7-63A26AC4176F

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
003000001	Per PCI proposal dated 05.13.2	1,219.00	1,219.00	0.00	0.00	1,219.00	100.0%	0.00	60.95
003000002	Per PCI proposal dated 04.25.2	1,216.61	1,216.61	0.00	0.00	1,216.61	100.0%	0.00	60.83
003000003	Per PCI proposal dated 05/27/2	3,543.00	3,543.00	0.00	0.00	3,543.00	100.0%	0.00	177.15
003000004	Per RFI 55 and PCI proposal da	2,740.00	2,740.00	0.00	0.00	2,740.00	100.0%	0.00	137.00
003000005	Per RFI 86 and PCI proposal da	864.00	864.00	0.00	0.00	864.00	100.0%	0.00	43.20
004000001	Per RFI #90 and Elite proposal	393.00	393.00	0.00	0.00	393.00	100.0%	0.00	19.65
005000001	Per proposal dated 07.18.25 m	1,557.00	1,557.00	0.00	0.00	1,557.00	100.0%	0.00	77.85
006000001	Per RFI #87 revise framing fo	504.00	504.00	0.00	0.00	504.00	100.0%	0.00	25.20
006000002	Per RFI #105 furnish and inst	1,826.00	1,826.00	0.00	0.00	1,826.00	100.0%	0.00	91.30
006000003	Per Ryan Co direction rework	1,003.00	1,003.00	0.00	0.00	1,003.00	100.0%	0.00	50.15
006000004	Per Ryan Co direction replace	1,323.00	1,323.00	0.00	0.00	1,323.00	100.0%	0.00	66.15
006000005	Per Ryan Co direction patch	494.00	494.00	0.00	0.00	494.00	100.0%	0.00	24.70
006000006	Per Ryan Co direction drywall	370.00	370.00	0.00	0.00	370.00	100.0%	0.00	18.50
007000001	TM tag EX01600 framing rewor	328.00	0.00	328.00	0.00	328.00	100.0%	0.00	16.40
007000002	TM tag EX01612 drywall rewor	109.00	0.00	109.00	0.00	109.00	100.0%	0.00	5.45
007000003	TM tag EX01616 drywall rewor	109.00	0.00	109.00	0.00	109.00	100.0%	0.00	5.45
007000004	TM tag EX01632 drywall patch	627.00	0.00	627.00	0.00	627.00	100.0%	0.00	31.35
007000005	Per PCI proposal dated 07232	2,132.00	0.00	2,132.00	0.00	2,132.00	100.0%	0.00	106.60
007000006	Per PCI proposal dated 09102	98.00	0.00	98.00	0.00	98.00	100.0%	0.00	4.90
007000007	Per PCI proposal dated 07242	2,435.00	0.00	2,435.00	0.00	2,435.00	100.0%	0.00	121.75
007000008	Remove ACT ceiling in Storage	(786.00)	0.00	(786.00)	0.00	(786.00)	100.0%	0.00	(39.30)
007000009	Per PCI proposal dated 09102	92.00	0.00	92.00	0.00	92.00	100.0%	0.00	4.60
007000010	Per Ryan Co request remove an	229.00	0.00	229.00	0.00	229.00	100.0%	0.00	11.45
007000011	Per Ryan co request rework	363.00	0.00	363.00	0.00	363.00	100.0%	0.00	18.15

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Docusign Envelope ID: 2B8176D9-209A-458C-90D7-63A26AC4176F

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
007000012	Confirm 104 had 9 workers C	4,095.00	0.00	4,095.00	0.00	4,095.00	100.0%	0.00	204.75
007000013	COR 28 Per Ryan Co replace m	207.00	0.00	207.00	0.00	207.00	100.0%	0.00	10.35
007000014	COR 29 Electrical trade damag	92.00	0.00	92.00	0.00	92.00	100.0%	0.00	4.60
007000015	COR 31 Misc trade damage thr	2,620.00	0.00	2,620.00	0.00	2,620.00	100.0%	0.00	131.00
007000016	COR 32 Per Ryan Co patch tem	813.00	0.00	813.00	0.00	813.00	100.0%	0.00	40.65
007000017	COR 33 Per Ryan Co miscdry	719.00	0.00	719.00	0.00	719.00	100.0%	0.00	35.95
007000018	COR 8 Per ITC 10 furnish and	2,896.00	0.00	2,896.00	0.00	2,896.00	100.0%	0.00	144.80
007000019	COR 20 Per Ryan Co patch WT	546.00	0.00	546.00	0.00	546.00	100.0%	0.00	27.30
	GRAND TOTAL	**$579,744.61**	**$562,020.60**	**$17,724.00**	**$0.00**	**$579,744.60**	**100.0%**	**$0.01**	**$28,987.23**

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Docusign Envelope ID: 2B8176D9-209A-458C-90D7-63A26AC4176F

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

STATE OF Iowa
COUNTY OF

The Affiant, **Alia Trenary**
says they are **Contract Administrator II** of **PERFORMANCE CONTRACTING, INC.**
that they have a contract with **Ryan Companies US, Inc.** the general contractor on the following described premises in said County, to wit:

500 Campus Dr. SE
Bondurant, Iowa 50035

That, for the purposes of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
See Attached						
TOTALS		$ 579,744.61	$ 28,987.23	$ 533,919.57	$ 16,837.80	$ 28,987.24

Amount of Original Contract	526,905.00	Work Completed to Date	579,744.60
Extras to Contract	52,839.61	Less 5.0% Retention	28,987.23
Total Contract and Extras	579,744.61	Total after 5.0% Retention	550,757.37
Credits to Contract	0.00	Net Previously Paid	533,919.57
Adjusted Total Contract	579,744.61	Balance to Become Due	28,987.24

Dated: 2nd day of December, 2025

COMPANY: PERFORMANCE CONTRACTING, INC.
ADDRESS: 11145 Thompson Ave.
Lenexa, Kansas 66219

Signed this 2nd day of December, 2025.

Signature: Alia Trenary

Subscribed and sworn to before me
this

My commission expires:

Docusign Envelope ID: 2B8176D9-209A-458C-90D7-63A26AC4176F

Project Name: **Bondurant ESF - CMR**
Contract No.: **00071800OS**
To Company: Ryan Companies US, Inc.
From Company: PERFORMANCE CONTRACTING, INC.

Project # **006777000**
Application No.: **19**
Application Date: December 04, 2025
Period To: November 30, 2025

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
PERFORMANCE CONTRACTING, INC.		$ 576,744.61	$ 28,987.23	$ 323,456.20	$ 15,532.80	$ 237,755.61
(duplicate) HD Supply White Cap Const Supply	Material	$ 0.00	$ 0.00	$ 3,342.00	$ 0.00	$ (3,342.00)
Beisser Lumber	Material	$ 0.00	$ 0.00	$ 9,418.00	$ 0.00	$ (9,418.00)
Foundation Building Materials	Material	$ 0.00	$ 0.00	$ 52,955.00	$ 379.00	$ (53,334.00)
Golden Valley Supply Co	Material	$ 0.00	$ 0.00	$ 2,285.00	$ 926.00	$ (3,211.00)
HILTI INC.	Material	$ 0.00	$ 0.00	$ 2,236.00	$ 0.00	$ (2,236.00)
KCG Inc dba REW Materials	Material	$ 0.00	$ 0.00	$ 29,574.00	$ 0.00	$ (29,574.00)
M 3 Sixty	Material	$ 0.00	$ 0.00	$ 44,068.40	$ 0.00	$ (44,068.40)
MDC Interior Solutions	Material	$ 0.00	$ 0.00	$ 40,795.00	$ 0.00	$ (40,795.00)
Negwer Material	Material	$ 0.00	$ 0.00	$ 19,700.90	$ 0.00	$ (19,700.90)
RTM Engineering Consultants, LLC	Engineering	$ 3,000.00	$ 0.00	$ 3,000.00	$ 0.00	$ 0.00
Sunbelt Rentals	Rental	$ 0.00	$ 0.00	$ 3,089.07	$ 0.00	$ (3,089.07)
TOTALS		$ 579,744.61	$ 28,987.23	$ 533,919.57	$ 16,837.80	$ 28,987.24

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: November 30, 2025

The undersigned hereby acknowledges receipt of the sum of $16,837.80
From: **Ryan Companies US, Inc.**

FILL IN ONE

☒ 1) as partial payment for labor, skill and material furnished.

☐ 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback).

☐ 3) as full and final payment for all labor, skill and material furnished or to be furnished the following described real property: (legal description, street address, or project name)

006777000 Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked).

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if signed by a partnership, it must be signed by a partner.

PERFORMANCE CONTRACTING, INC.

By: _____

Contract Administrator II
11145 Thompson Ave.
Lenexa, Kansas 66219

Please Return To:
Bondurant ESF - CMR
Attn:
500 Campus Dr. SE
Bondurant, Iowa 50035

CONTRACTOR'S AFFIDAVIT

STATE OF IOWA

COUNTY OF } SS.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, **Alia Trenary** BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS Contract Administrator II, OF PERFORMANCE CONTRACTING, INC. WHO IS THE CONTRACTOR FURNISHING **00071800OS** WORK ON THE BUILDING LOCATED AT **500 Campus Dr. SE, Bondurant, Iowa 50035** OWNED BY **Bondurant ESF - CMR**.

That the total amount of the contract including extras is **$579,744.61** on which he has received partial payment of **$533,919.57** prior to this payment.
That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
PERFORMANCE CONTRACTING, INC.		576,744.61	323,456.20	15,532.80	237,755.61
(duplicate) HD Supply White Cap Const Supply	Material	0.00	3,342.00	0.00	(3,342.00)
Beisser Lumber	Material	0.00	9,418.00	0.00	(9,418.00)
Foundation Building Materials	Material	0.00	52,955.00	379.00	(53,334.00)
Golden Valley Supply Co	Material	0.00	2,285.00	926.00	(3,211.00)
HILTI INC.	Material	0.00	2,236.00	0.00	(2,236.00)
KCG Inc dba REW Materials	Material	0.00	29,574.00	0.00	(29,574.00)
M 3 Sixty	Material	0.00	44,068.40	0.00	(44,068.40)
MDC Interior Solutions	Material	0.00	40,795.00	0.00	(40,795.00)
Negwer Material	Material	0.00	19,700.90	0.00	(19,700.90)
RTM Engineering Consultants, LLC	Engineering	3,000.00	3,000.00	0.00	0.00
Sunbelt Rentals	Rental	0.00	3,089.07	0.00	(3,089.07)
Total labor and material to complete		**579,744.61**	**533,919.57**	**16,837.80**	**28,987.24**

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 2nd day of December, 2025

Signature:

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Ideal Floors, Inc.
2216 George Flagg Pkwy
Des Moines, Iowa 50321

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 18
PERIOD TO: 11/30/25
CONTRACT FOR: 00071803OS
CONTRACT DATE: 08/21/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 168,655.00
2. Net Change by Change Orders		$ 40,591.50
3. CONTRACT SUM TO DATE (Line 1+2)		$ 209,246.50
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 209,246.50
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	$ 10,462.33	
b. 0.0% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 10,462.33
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 198,784.17
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 198,208.00
8. CURRENT PAYMENT DUE		$ 576.17
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 10,462.33	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$39,985.00	$0.00
Total approved this Month	$606.50	$0.00
TOTALS	$40,591.50	$0.00
NET CHANGES by Change Order		$ 40,591.50

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: Ideal Floors, Inc.

By: Ellen Drumheller Date: November 18, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 576.17

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 18
APPLICATION DATE: 11/24/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
000000001	Ceramic Tile Materials	38,669.00	38,669.00	0.00	0.00	38,669.00	100.0%	0.00	1,933.45
000000002	Ceramic Tile Labor	33,305.00	33,305.00	0.00	0.00	33,305.00	100.0%	0.00	1,665.25
000000003	Resilient Materials	19,581.00	19,581.00	0.00	0.00	19,581.00	100.0%	0.00	979.05
000000004	Resilient Labor	4,500.00	4,500.00	0.00	0.00	4,500.00	100.0%	0.00	225.00
000000005	Carpet Materials	40,000.00	40,000.00	0.00	0.00	40,000.00	100.0%	0.00	2,000.00
000000006	Carpet Labor	3,500.00	3,500.00	0.00	0.00	3,500.00	100.0%	0.00	175.00
000000007	Polished Concrete Materials	15,500.00	15,500.00	0.00	0.00	15,500.00	100.0%	0.00	775.00
000000008	Polished Concrete Labor	13,600.00	13,600.00	0.00	0.00	13,600.00	100.0%	0.00	680.00
001000001	Per ITC #006 add ~108 SF of c	688.00	688.00	0.00	0.00	688.00	100.0%	0.00	34.40
002000001	Per Ideal Floors proposal date	11,270.00	11,270.00	0.00	0.00	11,270.00	100.0%	0.00	563.50
003000001	Per RFI 99 furnish and instal	882.00	882.00	0.00	0.00	882.00	100.0%	0.00	44.10
003000002	Per RFI 97 grind the RR134/13	1,995.00	1,995.00	0.00	0.00	1,995.00	100.0%	0.00	99.75
003000003	Per RFI 97 furnish and instal	10,080.00	10,080.00	0.00	0.00	10,080.00	100.0%	0.00	504.00
003000004	Per Ryan Co request furnish a	14,490.00	14,490.00	0.00	0.00	14,490.00	100.0%	0.00	724.50
004000001	Replace the removed wall tiles	580.00	580.00	0.00	0.00	580.00	100.0%	0.00	29.00
005000001	Per Ryan Co replace floor bas	276.50	0.00	276.50	0.00	276.50	100.0%	0.00	13.83
005000002	Per Ryan Co replace two tiles	330.00	0.00	330.00	0.00	330.00	100.0%	0.00	16.50

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTAL	$209,246.50	$208,640.00	$606.50	$0.00	$209,246.50	100.0%	$0.00	$10,462.33

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SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

STATE OF Iowa
COUNTY OF

The Affiant, **Ellen Drumheller**
says they are **Vice President** of **Ideal Floors, Inc.**
that they have a contract with **Ryan Companies US, Inc.** the general contractor on the following described premises in said County, to wit:

500 Campus Dr. SE
Bondurant, Iowa 50035

That, for the purposes of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
See Attached						
TOTALS		$ 209,246.50	$ 10,462.33	$ 198,208.00	$ 576.17	$ 10,462.33

Amount of Original Contract	168,655.00	Work Completed to Date	209,246.50
Extras to Contract	40,591.50	Less 5.0% Retention	10,462.33
Total Contract and Extras	209,246.50	Total after 5.0% Retention	198,784.17
Credits to Contract	0.00	Net Previously Paid	198,208.00
Adjusted Total Contract	209,246.50	Balance to Become Due	10,462.33

Dated: 18th day of November, 2025

COMPANY: Ideal Floors, Inc.
ADDRESS: 2216 George Flagg Pkwy
Des Moines, Iowa 50321

Signed this 18th day of November, 2025.

Signature: Ellen Drumheller

Subscribed and sworn to before me
this

My commission expires:

Docusign Envelope ID: F8B8F399-AFB4-49EB-B2D4-486DDA6E3EA3

Project Name: **Bondurant ESF - CMR**
Contract No.: **00071803OS**
To Company: Ryan Companies US, Inc.
From Company: Ideal Floors, Inc.

Project # **006777000**
Application No.: **18**
Application Date: November 24, 2025
Period To: November 30, 2025

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
Ideal Floors, Inc.		$ 121,721.03	$ 10,462.33	$ 63,434.00	$ 576.17	$ 57,710.86
Des Moines Marble	Sub/Supplier	$ 0.00	$ 0.00	$ 71,974.00	$ 0.00	$ (71,974.00)
Hank's Specialties	Sub/Supplier	$ 18,134.92	$ 0.00	$ 0.00	$ 0.00	$ 18,134.92
Interface	Sub/Supplier	$ 40,000.00	$ 0.00	$ 40,000.00	$ 0.00	$ 0.00
Kate-Lo Tile & Stone	Supplier	$ 290.55	$ 0.00	$ 0.00	$ 0.00	$ 290.55
Skold Commercial Contracting, Inc.	Sub/Supplier	$ 29,100.00	$ 0.00	$ 22,800.00	$ 0.00	$ 6,300.00
TOTALS		$ 209,246.50	$ 10,462.33	$ 198,208.00	$ 576.17	$ 10,462.33

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: November 30, 2025

The undersigned hereby acknowledges receipt of the sum of $576.17
From: **Ryan Companies US, Inc.**

FILL IN ONE

☒ 1) as partial payment for labor, skill and material furnished.

☐ 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback).

☐ 3) as full and final payment for all labor, skill and material furnished or to be furnished the following described real property: (legal description, street address, or project name)

006777000 Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked).

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if signed by a partnership, it must be signed by a partner.

Ideal Floors, Inc.

By: _____
Vice President
2216 George Flagg Pkwy
Des Moines, Iowa 50321

Please Return To:
Bondurant ESF - CMR
Attn:
500 Campus Dr. SE
Bondurant, Iowa 50035

CONTRACTOR'S AFFIDAVIT

STATE OF IOWA

COUNTY OF } SS.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, **Ellen Drumheller** BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS Vice President, OF Ideal Floors, Inc. WHO IS THE CONTRACTOR FURNISHING **00071803OS** WORK ON THE BUILDING LOCATED AT **500 Campus Dr. SE, Bondurant, Iowa 50035** OWNED BY **Bondurant ESF - CMR**.

That the total amount of the contract including extras is **$209,246.50** on which he has received partial payment of **$198,208.00** prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Ideal Floors, Inc.		121,721.03	63,434.00	576.17	57,710.86
Des Moines Marble	Sub/Supplier	0.00	71,974.00	0.00	(71,974.00)
Hank's Specialties	Sub/Supplier	18,134.92	0.00	0.00	18,134.92
Interface	Sub/Supplier	40,000.00	40,000.00	0.00	0.00
Kate-Lo Tile & Stone	Supplier	290.55	0.00	0.00	290.55
Skold Commercial Contracting, Inc.	Sub/Supplier	29,100.00	22,800.00	0.00	6,300.00
Total labor and material to complete		**209,246.50**	**198,208.00**	**576.17**	**10,462.33**

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 18th day of November, 2025

Signature:

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

11/3/25

The undersigned hereby acknowledges receipt in the sum of $3,600.00 from Ideal Floors, Inc. as partial payment for labor and materials furnished for the following described real property:

Job #718030S
Bondurant ESF – CMR
Bondurant IA

And for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property. The undersigned affirms that all material furnished by the undersigned has been paid for.

SKOLD

By: _____

Title: President

Date: 11/05/2025

Notarized By: _____

State of: Iowa

County of: Polk

My Commission Expires: _____

LATRICA FOSTER
Commission Number 839503
My Commission Expires
05/18/2028

Docusign Envelope ID: C4E6FB15-AD2B-4A91-8718-D762482682CE

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Jarnagin Painting, Inc.
6395 NW Beaver Dr, PO Box 408
Johnston, Iowa 50131

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 18
PERIOD TO: 11/30/25
CONTRACT FOR: 00071802OS
CONTRACT DATE: 08/21/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 94,923.00
2. Net Change by Change Orders		$ 56,366.00
3. CONTRACT SUM TO DATE (Line 1+2)		$ 151,289.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 151,289.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	$ 7,564.45	
b. 0.0% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 7,564.45
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 143,724.55
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 128,129.35
8. CURRENT PAYMENT DUE		$ 15,595.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 7,564.45	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$40,730.00	$0.00
Total approved this Month	$15,636.00	$0.00
TOTALS	$56,366.00	$0.00
NET CHANGES by Change Order		$ 56,366.00

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: Jarnagin Painting, Inc.

By: Mandy Simon Date: November 25, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 15,595.20

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 18
APPLICATION DATE: 11/24/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Office Paint - Material	10,203.00	10,203.00	0.00	0.00	10,203.00	100.0%	0.00	510.15
	Office Paint - Labor	50,820.00	50,340.00	480.00	0.00	50,820.00	100.0%	0.00	2,541.00
	Apparatus Bay Paint - Material	3,150.00	3,150.00	0.00	0.00	3,150.00	100.0%	0.00	157.50
	Apparatus Bay paint - Labor	19,200.00	18,900.00	300.00	0.00	19,200.00	100.0%	0.00	960.00
	Exterior Paint - Material	3,733.00	3,733.00	0.00	0.00	3,733.00	100.0%	0.00	186.65
	Exterior Paint - Labor	7,817.00	7,817.00	0.00	0.00	7,817.00	100.0%	0.00	390.85
001000001	Per ITC #001 field paint unde	19,813.00	19,813.00	0.00	0.00	19,813.00	100.0%	0.00	990.65
002000001	Per ITC 08 painting of added	533.00	533.00	0.00	0.00	533.00	100.0%	0.00	26.65
003000001	Per RFI #065 and proposal date	1,463.00	1,463.00	0.00	0.00	1,463.00	100.0%	0.00	73.15
004000001	Per Ryan Co premium time for	464.00	464.00	0.00	0.00	464.00	100.0%	0.00	23.20
004000002	#2402: Per Ryan Co wrap data	720.00	720.00	0.00	0.00	720.00	100.0%	0.00	36.00
004000003	#2409: Paint touch-ups in offi	730.00	730.00	0.00	0.00	730.00	100.0%	0.00	36.50
004000004	#2410: Paint touch-ups in offi	750.00	750.00	0.00	0.00	750.00	100.0%	0.00	37.50
004000005	#2411: Paint touch-ups in conf	550.00	550.00	0.00	0.00	550.00	100.0%	0.00	27.50
004000006	#2412: Paint touch-ups in kitc	560.00	560.00	0.00	0.00	560.00	100.0%	0.00	28.00
004000007	#2403: Paint touch-ups in stud	1,435.00	1,435.00	0.00	0.00	1,435.00	100.0%	0.00	71.75
004000008	#2405: Paint touch-ups in stud	560.00	560.00	0.00	0.00	560.00	100.0%	0.00	28.00

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
004000009	#2406: Paint touch-ups in bath	740.00	740.00	0.00	0.00	740.00	100.0%	0.00	37.00
004000010	#2407: Paint touch-ups in corr	1,050.00	1,050.00	0.00	0.00	1,050.00	100.0%	0.00	52.50
004000011	#2408: Paint touch-ups on two	740.00	740.00	0.00	0.00	740.00	100.0%	0.00	37.00
004000012	#2477: Per Ryan Co premium ti	464.00	464.00	0.00	0.00	464.00	100.0%	0.00	23.20
004000013	#2414: Per Ryan Co paint wall	398.00	398.00	0.00	0.00	398.00	100.0%	0.00	19.90
004000014	#2413: Paint touch-ups in bath	392.00	392.00	0.00	0.00	392.00	100.0%	0.00	19.60
004000015	#2417: Paint galvanized hand r	815.00	815.00	0.00	0.00	815.00	100.0%	0.00	40.75
004000016	#2418: Second coat on vent cov	590.00	590.00	0.00	0.00	590.00	100.0%	0.00	29.50
004000017	#2550: Per Ryan Co premium ti	493.00	493.00	0.00	0.00	493.00	100.0%	0.00	24.65
004000018	#2419: Three coats of touch up	1,540.00	1,540.00	0.00	0.00	1,540.00	100.0%	0.00	77.00
004000019	#2421: Paint touch-ups in appa	565.00	565.00	0.00	0.00	565.00	100.0%	0.00	28.25
004000020	#2416: Two coats of paint at c	3,250.00	3,250.00	0.00	0.00	3,250.00	100.0%	0.00	162.50
004000021	#2420: Paint handrail going to	585.00	585.00	0.00	0.00	585.00	100.0%	0.00	29.25
004000022	#2422: Two coats of paint at a	785.00	785.00	0.00	0.00	785.00	100.0%	0.00	39.25
004000023	#2423: Paint touch-ups at work	745.00	745.00	0.00	0.00	745.00	100.0%	0.00	37.25
005000001	Estimated cost for extra work	400.00	0.00	400.00	0.00	400.00	100.0%	0.00	20.00
005000002	#2476: Per Ryan Co premium ti	464.00	0.00	464.00	0.00	464.00	100.0%	0.00	23.20
005000003	#2424: Paint touch-ups on cond	1,525.00	0.00	1,525.00	0.00	1,525.00	100.0%	0.00	76.25
005000004	#2455: Paint touch-ups on cond	750.00	0.00	750.00	0.00	750.00	100.0%	0.00	37.50
005000005	#2456: Paint touch-ups on con	735.00	0.00	735.00	0.00	735.00	100.0%	0.00	36.75
005000006	#2457: Second coat on FEMA doo	780.00	0.00	780.00	0.00	780.00	100.0%	0.00	39.00
005000007	#2458: Patch / paint touch-ups	925.00	0.00	925.00	0.00	925.00	100.0%	0.00	46.25
005000008	#2459: Patch / paint touch-ups	920.00	0.00	920.00	0.00	920.00	100.0%	0.00	46.00
005000009	#2460: Paint added conduits so	885.00	0.00	885.00	0.00	885.00	100.0%	0.00	44.25

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
005000010	**#2272: (16) hours OT on 8/23/2**	464.00	0.00	464.00	0.00	464.00	100.0%	0.00	23.20
005000011	**#2352: (16) hours OT on 8/30/2**	464.00	0.00	464.00	0.00	464.00	100.0%	0.00	23.20
005000012	**#2400: (16) hours OT on 9/13/2**	464.00	0.00	464.00	0.00	464.00	100.0%	0.00	23.20
005000013	**#2404: Line data tray with pla**	720.00	0.00	720.00	0.00	720.00	100.0%	0.00	36.00
005000014	**Per RFI #138 revise striping.**	6,140.00	0.00	6,140.00	0.00	6,140.00	100.0%	0.00	307.00
	GRAND TOTAL	**$151,289.00**	**$134,873.00**	**$16,416.00**	**$0.00**	**$151,289.00**	**100.0%**	**$0.00**	**$7,564.45**

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Docusign Envelope ID: C4E6FB15-AD2B-4A91-8718-D762482682CE

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

STATE OF Iowa
COUNTY OF

The Affiant, **Mandy Simon**
says they are **Bookeeper** of **Jarnagin Painting, Inc.**
that they have a contract with **Ryan Companies US, Inc.** the general contractor on the following described premises in said County, to wit:

500 Campus Dr. SE
Bondurant, Iowa 50035

That, for the purposes of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
See Attached						
TOTALS		$ 151,289.00	$ 7,564.45	$ 128,129.35	$ 15,595.20	$ 7,564.45

Amount of Original Contract	94,923.00	Work Completed to Date	151,289.00
Extras to Contract	56,366.00	Less 5.0% Retention	7,564.45
Total Contract and Extras	151,289.00	Total after 5.0% Retention	143,724.55
Credits to Contract	0.00	Net Previously Paid	128,129.35
Adjusted Total Contract	151,289.00	Balance to Become Due	7,564.45

Dated: 25th day of November, 2025

COMPANY: Jarnagin Painting, Inc.
ADDRESS: 6395 NW Beaver Dr
PO Box 408
Johnston, Iowa 50131

Signed this 25th day of November, 2025.

Signature: Mandy Simon

Subscribed and sworn to before me
this

My commission expires:

Docusign Envelope ID: C4E6FB15-AD2B-4A91-8718-D762482682CE

Project Name:	**Bondurant ESF - CMR**	**Project #**	**006777000**
Contract No.:	**00071802OS**	**Application No.:**	**18**
To Company:	Ryan Companies US, Inc.	Application Date:	November 24, 2025
From Company:	Jarnagin Painting, Inc.	Period To:	November 30, 2025

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
Jarnagin Painting, Inc.		$ 151,289.00	$ 7,564.45	$ 128,129.35	$ 15,595.20	$ 7,564.45
TOTALS		$ 151,289.00	$ 7,564.45	$ 128,129.35	$ 15,595.20	$ 7,564.45

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: November 30, 2025

The undersigned hereby acknowledges receipt of the sum of $15,595.20
From: **Ryan Companies US, Inc.**

FILL IN ONE

☒ 1) as partial payment for labor, skill and material furnished.

☐ 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback).

☐ 3) as full and final payment for all labor, skill and material furnished or to be furnished the following described real property: (legal description, street address, or project name)

006777000 Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked).

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if signed by a partnership, it must be signed by a partner.

Jarnagin Painting, Inc.

By: _____
Bookeeper
6395 NW Beaver Dr, PO Box 408
Johnston, Iowa 50131

Please Return To:
Bondurant ESF - CMR
Attn:
500 Campus Dr. SE
Bondurant, Iowa 50035

CONTRACTOR'S AFFIDAVIT

STATE OF IOWA

COUNTY OF } SS.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, **Mandy Simon** BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS Bookeeper, OF Jarnagin Painting, Inc. WHO IS THE CONTRACTOR FURNISHING **00071802OS** WORK ON THE BUILDING LOCATED AT **500 Campus Dr. SE, Bondurant, Iowa 50035** OWNED BY **Bondurant ESF - CMR**.

That the total amount of the contract including extras is **$151,289.00** on which he has received partial payment of **$128,129.35** prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Jarnagin Painting, Inc.		151,289.00	128,129.35	15,595.20	7,564.45
Total labor and material to complete		**151,289.00**	**128,129.35**	**15,595.20**	**7,564.45**

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 25th day of November, 2025

Signature:

Docusign Envelope ID: 5B6D94E1-8AE3-4F84-A2F7-7D880D109B4F

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Fire Protection Professionals, LLC
983 E. Hillcrest Ave.
Polk City, Iowa 50125

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 18
PERIOD TO: 11/30/25
CONTRACT FOR: 00071754OS
CONTRACT DATE: 08/16/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 99,669.00
2. Net Change by Change Orders		$ 424.00
3. CONTRACT SUM TO DATE (Line 1+2)		$ 100,093.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 100,093.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	$ 5,004.65	
b. 0.0% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 5,004.65
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 95,088.35
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 93,663.35
8. CURRENT PAYMENT DUE		$ 1,425.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 5,004.65	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$424.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$424.00	$0.00
NET CHANGES by Change Order		$ 424.00

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: Fire Protection Professionals, LLC

By: Don Fair Date: November 18, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 1,425.00

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 18
APPLICATION DATE: 11/24/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
000000001	Fire Protection	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
001000001	Per ITC 11 revise fire protec	424.00	424.00	0.00	0.00	424.00	100.0%	0.00	21.20
1	Design and Permitting	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00
2	Materials	49,283.00	49,283.00	0.00	0.00	49,283.00	100.0%	0.00	2,464.15
3	Labor	40,386.00	38,886.00	1,500.00	0.00	40,386.00	100.0%	0.00	2,019.30
	GRAND TOTAL	$100,093.00	$98,593.00	$1,500.00	$0.00	$100,093.00	100.0%	$0.00	$5,004.65

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Docusign Envelope ID: 5B6D94E1-8AE3-4F84-A2F7-7D880D109B4F

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

STATE OF Iowa
COUNTY OF

The Affiant, **Don Faux**
says they are **Owner** of **Fire Protection Professionals, LLC**
that they have a contract with **Ryan Companies US, Inc.** the general contractor on the following described premises in said County, to wit:

500 Campus Dr. SE
Bondurant, Iowa 50035

That, for the purposes of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
See Attached						
TOTALS		$ 100,093.00	$ 5,004.65	$ 93,663.35	$ 1,425.00	$ 5,004.65

Amount of Original Contract	99,669.00	Work Completed to Date	100,093.00
Extras to Contract	424.00	Less 5.0% Retention	5,004.65
Total Contract and Extras	100,093.00	Total after 5.0% Retention	95,088.35
Credits to Contract	0.00	Net Previously Paid	93,663.35
Adjusted Total Contract	100,093.00	Balance to Become Due	5,004.65

Dated: 18th day of November, 2025

COMPANY: Fire Protection Professionals, LLC
ADDRESS: 983 E. Hillcrest Ave.
Polk City, Iowa 50125

Signed this 18th day of November, 2025.

Signature: Don Faux

Subscribed and sworn to before me
this

My commission expires:

Docusign Envelope ID: 5B6D94E1-8AE3-4F84-A2F7-7D880D109B4F

Project Name:	**Bondurant ESF - CMR**	**Project #**	**006777000**
Contract No.:	**00071754OS**	**Application No.:**	**18**
To Company:	Ryan Companies US, Inc.	Application Date:	November 24, 2025
From Company:	Fire Protection Professionals, LLC	Period To:	November 30, 2025

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
Fire Protection Professionals, LLC		$ 54,911.00	$ 5,004.65	$ 48,481.35	$ 1,425.00	$ 5,004.65
Reliable Automatic Sprinkler	Fire Protection	$ 10,425.00	$ 0.00	$ 10,425.00	$ 0.00	$ 0.00
Viking Supply Net	Fire Protection	$ 34,757.00	$ 0.00	$ 34,757.00	$ 0.00	$ 0.00
TOTALS		$ 100,093.00	$ 5,004.65	$ 93,663.35	$ 1,425.00	$ 5,004.65

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: November 30, 2025

The undersigned hereby acknowledges receipt of the sum of $1,425.00
From: **Ryan Companies US, Inc.**

FILL IN ONE

☒ 1) as partial payment for labor, skill and material furnished.

☐ 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback).

☐ 3) as full and final payment for all labor, skill and material furnished or to be furnished the following described real property: (legal description, street address, or project name)

006777000 Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked).

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if signed by a partnership, it must be signed by a partner.

Fire Protection Professionals, LLC

By: _____
Owner
983 E. Hillcrest Ave.
Polk City, Iowa 50125

Please Return To:
Bondurant ESF - CMR
Attn:
500 Campus Dr. SE
Bondurant, Iowa 50035

CONTRACTOR'S AFFIDAVIT

STATE OF IOWA

COUNTY OF } SS.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, **Don Faux** BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS Owner, OF Fire Protection Professionals, LLC WHO IS THE CONTRACTOR FURNISHING **00071754OS** WORK ON THE BUILDING LOCATED AT **500 Campus Dr. SE, Bondurant, Iowa 50035** OWNED BY **Bondurant ESF - CMR**.

That the total amount of the contract including extras is **$100,093.00** on which he has received partial payment of **$93,663.35** prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Fire Protection Professionals, LLC		54,911.00	48,481.35	1,425.00	5,004.65
Reliable Automatic Sprinkler	Fire Protection	10,425.00	10,425.00	0.00	0.00
Viking Supply Net	Fire Protection	34,757.00	34,757.00	0.00	0.00
Total labor and material to complete		**100,093.00**	**93,663.35**	**1,425.00**	**5,004.65**

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 18th day of November, 2025

Signature:

Docusign Envelope ID: F9630CC7-D889-4202-B971-AB2865DB4682

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Dickerson Mechanical Inc
129 N West St, PO Box 134
Colfax, Iowa 50054

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 18
PERIOD TO: 11/30/25
CONTRACT FOR: 00071877OS
CONTRACT DATE: 08/16/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 976,400.00
2. Net Change by Change Orders		$ 47,862.00
3. CONTRACT SUM TO DATE (Line 1+2)		$ 1,024,262.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 1,024,262.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	$ 51,213.10	
b. 0.0% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 51,213.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 973,048.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 940,387.90
8. CURRENT PAYMENT DUE		$ 32,661.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 51,213.10	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$17,207.00	$0.00
Total approved this Month	$34,380.00	$(3,725.00)
TOTALS	$51,587.00	$(3,725.00)
NET CHANGES by Change Order		$ 47,862.00

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: Dickerson Mechanical Inc

By: Lisa Booher Date: November 20, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... **$ 32,661.00**

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 18
APPLICATION DATE: 11/24/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
001000001	Temp Heat System Install	7,450.00	3,725.00	0.00	0.00	3,725.00	50.0%	3,725.00	186.25
002000001	Per RFI 96 re-route the 4" do	7,740.00	7,740.00	0.00	0.00	7,740.00	100.0%	0.00	387.00
003000001	Per owner request raise the f	687.00	687.00	0.00	0.00	687.00	100.0%	0.00	34.35
003000002	Per Ryan Co direction install	1,330.00	1,330.00	0.00	0.00	1,330.00	100.0%	0.00	66.50
004000001	Per Ryan Co request reconcile	(3,725.00)	0.00	0.00	0.00	0.00	0.0%	(3,725.00)	0.00
005000001	Per RFI 137 furnish and insta	34,380.00	0.00	34,380.00	0.00	34,380.00	100.0%	0.00	1,719.00
01	Sanitary Sewer Below Grade Material	57,810.00	57,810.00	0.00	0.00	57,810.00	100.0%	0.00	2,890.50
02	Sanitary Sewer Below Grade Labor	36,322.00	36,322.00	0.00	0.00	36,322.00	100.0%	0.00	1,816.10
03	Sanitary Sewer Above Grade Material	129,914.00	129,914.00	0.00	0.00	129,914.00	100.0%	0.00	6,495.70
04	Sanitary Sewer Above Grade Labor	55,702.00	55,702.00	0.00	0.00	55,702.00	100.0%	0.00	2,785.10
05	Sand Oil Sewer & Vents Material	21,415.00	21,415.00	0.00	0.00	21,415.00	100.0%	0.00	1,070.75
06	Sand Oil Sewer & Vents Labor	22,402.00	22,402.00	0.00	0.00	22,402.00	100.0%	0.00	1,120.10
07	Domestic Water Material	142,752.00	142,752.00	0.00	0.00	142,752.00	100.0%	0.00	7,137.60
08	Domestic Water Labor	63,202.00	63,202.00	0.00	0.00	63,202.00	100.0%	0.00	3,160.10
09	Plumbing Fixtures Material	215,225.00	215,225.00	0.00	0.00	215,225.00	100.0%	0.00	10,761.25
10	Plumbing Fixtures Labor	43,902.00	43,902.00	0.00	0.00	43,902.00	100.0%	0.00	2,195.10
11	Airlines Compressors Material	102,592.00	102,592.00	0.00	0.00	102,592.00	100.0%	0.00	5,129.60

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
12	Airlines Compressors Labor	8,802.00	8,802.00	0.00	0.00	8,802.00	100.0%	0.00	440.10
13	Inuslation	50,360.00	50,360.00	0.00	0.00	50,360.00	100.0%	0.00	2,518.00
14	Mobilization	26,000.00	26,000.00	0.00	0.00	26,000.00	100.0%	0.00	1,300.00
	GRAND TOTAL	$1,024,262.00	$989,882.00	$34,380.00	$0.00	$1,024,262.00	100.0%	$0.00	$51,213.10

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Docusign Envelope ID: F9630CC7-D889-4202-B971-AB2865DB4682

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

STATE OF Iowa
COUNTY OF

The Affiant, **Lisa L Booher**
says they are **Administrative Assistant** of **Dickerson Mechanical Inc**
that they have a contract with **Ryan Companies US, Inc.** the general contractor on the following described premises in said County, to wit:

500 Campus Dr. SE
Bondurant, Iowa 50035

That, for the purposes of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
See Attached						
TOTALS		$ 1,024,262.00	$ 51,213.10	$ 940,387.90	$ 32,661.00	$ 51,213.10

Amount of Original Contract	976,400.00	Work Completed to Date	1,024,262.00
Extras to Contract	51,587.00	Less 5.0% Retention	51,213.10
Total Contract and Extras	1,027,987.00	Total after 5.0% Retention	973,048.90
Credits to Contract	(3,725.00)	Net Previously Paid	940,387.90
Adjusted Total Contract	1,024,262.00	Balance to Become Due	51,213.10

Dated: 20th day of November, 2025

COMPANY: Dickerson Mechanical Inc
ADDRESS: 129 N West St
PO Box 134
Colfax, Iowa 50054

Signed this 20th day of November, 2025.

Signature: Lisa Booher

Subscribed and sworn to before me
this

My commission expires:

Docusign Envelope ID: F9630CC7-D889-4202-B971-AB2865DB4682

Project Name:	**Bondurant ESF - CMR**	**Project #**	**006777000**
Contract No.:	**00071877OS**	**Application No.:**	**18**
To Company:	Ryan Companies US, Inc.	Application Date:	November 24, 2025
From Company:	Dickerson Mechanical Inc	Period To:	November 30, 2025

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
Dickerson Mechanical Inc		$ 1,024,262.00	$ 51,213.10	$ 909,219.90	$ 32,661.00	$ 82,381.10
Ferguson	General Construction	$ 0.00	$ 0.00	$ 3,422.00	$ 0.00	$ (3,422.00)
Plumb Supply	General Construction	$ 0.00	$ 0.00	$ 27,746.00	$ 0.00	$ (27,746.00)
TOTALS		$ 1,024,262.00	$ 51,213.10	$ 940,387.90	$ 32,661.00	$ 51,213.10

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: November 30, 2025

The undersigned hereby acknowledges receipt of the sum of $32,661.00
From: **Ryan Companies US, Inc.**

FILL IN ONE

☒ 1) as partial payment for labor, skill and material furnished.

☐ 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback).

☐ 3) as full and final payment for all labor, skill and material furnished or to be furnished the following described real property: (legal description, street address, or project name)

006777000 Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked).

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if signed by a partnership, it must be signed by a partner.

Dickerson Mechanical Inc

By: _____

Administrative Assistant
129 N West St, PO Box 134
Colfax, Iowa 50054

Please Return To:
Bondurant ESF - CMR
Attn:
500 Campus Dr. SE
Bondurant, Iowa 50035

CONTRACTOR'S AFFIDAVIT

STATE OF IOWA

COUNTY OF } SS.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, **Lisa L Booher** BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS Administrative Assistant, OF Dickerson Mechanical Inc WHO IS THE CONTRACTOR FURNISHING **00071877OS** WORK ON THE BUILDING LOCATED AT **500 Campus Dr. SE, Bondurant, Iowa 50035** OWNED BY **Bondurant ESF - CMR**.

That the total amount of the contract including extras is **$1,024,262.00** on which he has received partial payment of **$940,387.90** prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Dickerson Mechanical Inc		1,024,262.00	909,219.90	32,661.00	82,381.10
Ferguson	General Construction	0.00	3,422.00	0.00	(3,422.00)
Plumb Supply	General Construction	0.00	27,746.00	0.00	(27,746.00)
Total labor and material to complete		**1,024,262.00**	**940,387.90**	**32,661.00**	**51,213.10**

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 20th day of November, 2025

Signature:

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Brockway Mechanical & Roofing Co Inc
1101 Osborn Street, PO Box 1190
Burlington, Iowa 52601

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 18
PERIOD TO: 11/30/25
CONTRACT FOR: 00071927OS
CONTRACT DATE: 08/16/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 1,196,722.00
2. Net Change by Change Orders		$ 6,028.95
3. CONTRACT SUM TO DATE (Line 1+2)		$ 1,202,750.95
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 1,202,750.95
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	$ 60,137.55	
b. 0.0% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 60,137.55
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 1,142,613.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 1,115,791.46
8. CURRENT PAYMENT DUE		$ 26,821.94
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 60,137.55	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$667.15	$0.00
Total approved this Month	$5,361.80	$0.00
TOTALS	$6,028.95	$0.00
NET CHANGES by Change Order		$ 6,028.95

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: Brockway Mechanical & Roofing Co Inc

By: Ryan Brockway Date: November 20, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 26,821.94

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 18
APPLICATION DATE: 11/24/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Pre-con BIM	18,000.00	18,000.00	0.00	0.00	18,000.00	100.0%	0.00	900.00
	Pre-con Submittals	12,000.00	12,000.00	0.00	0.00	12,000.00	100.0%	0.00	600.00
	Test and Balance	18,930.00	0.00	18,930.00	0.00	18,930.00	100.0%	0.00	946.50
	HVAC Insulation	40,000.00	40,000.00	0.00	0.00	40,000.00	100.0%	0.00	2,000.00
	HVAC Controls	190,000.00	186,058.18	3,941.82	0.00	190,000.00	100.0%	0.00	9,500.00
	Hydronic Piping-Labor	114,459.00	114,459.00	0.00	0.00	114,459.00	100.0%	0.00	5,722.95
	Hydronic Pumps-Labor	35,955.00	35,955.00	0.00	0.00	35,955.00	100.0%	0.00	1,797.75
	HVAC Water Treatment-Labor	2,400.00	2,400.00	0.00	0.00	2,400.00	100.0%	0.00	120.00
	Ductowork-Labor	74,336.00	74,336.00	0.00	0.00	74,336.00	100.0%	0.00	3,716.80
	Grilles Registers-Labor	8,400.00	8,400.00	0.00	0.00	8,400.00	100.0%	0.00	420.00
	Power Ventilators-Labor	2,800.00	2,800.00	0.00	0.00	2,800.00	100.0%	0.00	140.00
	Air Destrat Fans-Labor	3,800.00	3,800.00	0.00	0.00	3,800.00	100.0%	0.00	190.00
	Kitchen Hoods-Labor	4,800.00	4,800.00	0.00	0.00	4,800.00	100.0%	0.00	240.00
	Electric Boiler-Labor	16,810.00	16,810.00	0.00	0.00	16,810.00	100.0%	0.00	840.50
	Energy Recov Units-Labor	8,800.00	8,800.00	0.00	0.00	8,800.00	100.0%	0.00	440.00
	Split System AC Units-Labor	5,500.00	5,500.00	0.00	0.00	5,500.00	100.0%	0.00	275.00
	Heat Pumps-Labor	48,577.00	48,577.00	0.00	0.00	48,577.00	100.0%	0.00	2,428.85

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Blower Coil Units-Labor	1,840.00	1,840.00	0.00	0.00	1,840.00	100.0%	0.00	92.00
	Radiant Heat Piping-Labor	18,320.00	18,320.00	0.00	0.00	18,320.00	100.0%	0.00	916.00
000000001	**Mobilization**	23,925.00	23,925.00	0.00	0.00	23,925.00	100.0%	0.00	1,196.25
001000001	**Furnish VF-1 motorized damper.**	667.15	667.15	0.00	0.00	667.15	100.0%	0.00	33.36
002000001	**Per ITC 11 revise ductwork in**	1,020.80	0.00	1,020.80	0.00	1,020.80	100.0%	0.00	51.04
002000002	**Per RFI 143 furnish and insta**	3,462.00	0.00	3,462.00	0.00	3,462.00	100.0%	0.00	173.10
002000003	**Per MEI punchlist modify cond**	879.00	0.00	879.00	0.00	879.00	100.0%	0.00	43.95
Material	**Hydronic Piping**	82,574.00	82,574.00	0.00	0.00	82,574.00	100.0%	0.00	4,128.70
Material	**Hydronic Pumps**	42,000.00	42,000.00	0.00	0.00	42,000.00	100.0%	0.00	2,100.00
Material	**HVAC Water Treatment**	6,500.00	6,500.00	0.00	0.00	6,500.00	100.0%	0.00	325.00
Material	**Ductwork**	168,475.00	168,475.00	0.00	0.00	168,475.00	100.0%	0.00	8,423.75
Material	**Grilles Registers**	10,800.00	10,800.00	0.00	0.00	10,800.00	100.0%	0.00	540.00
Material	**Power Ventilators**	21,620.00	21,620.00	0.00	0.00	21,620.00	100.0%	0.00	1,081.00
Material	**Air Destrat Fans**	6,030.00	6,030.00	0.00	0.00	6,030.00	100.0%	0.00	301.50
Material	**Kitchen Hoods**	10,225.00	10,225.00	0.00	0.00	10,225.00	100.0%	0.00	511.25
Material	**Electric Boiler**	19,870.00	19,870.00	0.00	0.00	19,870.00	100.0%	0.00	993.50
Material	**Energy Recov Units**	19,818.00	19,818.00	0.00	0.00	19,818.00	100.0%	0.00	990.90
Material	**Split System AC Units**	8,048.00	8,048.00	0.00	0.00	8,048.00	100.0%	0.00	402.40
Material	**Heat Pumps**	100,000.00	100,000.00	0.00	0.00	100,000.00	100.0%	0.00	5,000.00
Material	**Blower Coil Units**	22,610.00	22,610.00	0.00	0.00	22,610.00	100.0%	0.00	1,130.50
Material	**Radiant Heat Piping**	28,500.00	28,500.00	0.00	0.00	28,500.00	100.0%	0.00	1,425.00
	GRAND TOTAL	**$1,202,750.95**	**$1,174,517.33**	**$28,233.62**	**$0.00**	**$1,202,750.95**	**100.0%**	**$0.00**	**$60,137.55**

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SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

STATE OF Iowa
COUNTY OF

The Affiant, **Ryan Brockway**
says they are **Vice President** of **Brockway Mechanical & Roofing Co Inc**
that they have a contract with **Ryan Companies US, Inc.** the general contractor on the following described premises in said County, to wit:

500 Campus Dr. SE
Bondurant, Iowa 50035

That, for the purposes of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
See Attached						
TOTALS		$ 1,202,750.95	$ 60,137.55	$ 1,115,791.46	$ 26,821.94	$ 60,137.55

Amount of Original Contract	1,196,722.00	Work Completed to Date	1,202,750.95
Extras to Contract	6,028.95	Less 5.0% Retention	60,137.55
Total Contract and Extras	1,202,750.95	Total after 5.0% Retention	1,142,613.40
Credits to Contract	0.00	Net Previously Paid	1,115,791.46
Adjusted Total Contract	1,202,750.95	Balance to Become Due	60,137.55

Dated: 20th day of November, 2025

COMPANY: Brockway Mechanical & Roofing Co Inc
ADDRESS: 1101 Osborn Street
PO Box 1190
Burlington, Iowa 52601

Signed this 20th day of November, 2025.

Signature: Ryan Brockway

Subscribed and sworn to before me
this

My commission expires:

Docusign Envelope ID: F7CEBBDF-9FC9-40DE-9A77-03CE3F2E27A2

Project Name:	**Bondurant ESF - CMR**	**Project #**	**006777000**
Contract No.:	**00071927OS**	**Application No.:**	**18**
To Company:	Ryan Companies US, Inc.	Application Date:	November 24, 2025
From Company:	Brockway Mechanical & Roofing Co Inc	Period To:	November 30, 2025

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
Brockway Mechanical & Roofing Co Inc		$ 1,202,750.95	$ 60,137.55	$ 1,115,791.46	$ 26,821.94	$ 60,137.55
TOTALS		$ 1,202,750.95	$ 60,137.55	$ 1,115,791.46	$ 26,821.94	$ 60,137.55

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: November 30, 2025

The undersigned hereby acknowledges receipt of the sum of $26,821.94
From: **Ryan Companies US, Inc.**

FILL IN ONE

☒ 1) as partial payment for labor, skill and material furnished.

☐ 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback).

☐ 3) as full and final payment for all labor, skill and material furnished or to be furnished the following described real property: (legal description, street address, or project name)

006777000 Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked).

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if signed by a partnership, it must be signed by a partner.

Brockway Mechanical & Roofing Co Inc

By: _____
Vice President
1101 Osborn Street, PO Box 1190
Burlington, Iowa 52601

Please Return To:
Bondurant ESF - CMR
Attn:
500 Campus Dr. SE
Bondurant, Iowa 50035

CONTRACTOR'S AFFIDAVIT

STATE OF IOWA

COUNTY OF } SS.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, **Ryan Brockway** BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS Vice President, OF Brockway Mechanical & Roofing Co Inc WHO IS THE CONTRACTOR FURNISHING **00071927OS** WORK ON THE BUILDING LOCATED AT **500 Campus Dr. SE, Bondurant, Iowa 50035** OWNED BY **Bondurant ESF - CMR**.

That the total amount of the contract including extras is **$1,202,750.95** on which he has received partial payment of **$1,115,791.46** prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Brockway Mechanical & Roofing Co Inc		1,202,750.95	1,115,791.46	26,821.94	60,137.55
Total labor and material to complete		**1,202,750.95**	**1,115,791.46**	**26,821.94**	**60,137.55**

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 20th day of November, 2025

Signature:

Docusign Envelope ID: B701C382-AE54-479B-BA61-3FB5E3990953

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Sandstone Management LTD
20 Vine Street, PO Box 547
CARLISLE, Iowa 50047

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 18
PERIOD TO: 11/30/25
CONTRACT FOR: 00071756OS
CONTRACT DATE: 08/16/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 889,022.00
2. Net Change by Change Orders		$ 106,806.68
3. CONTRACT SUM TO DATE (Line 1+2)		$ 995,828.68
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 995,828.68
5. RETAINAGE:		
a. 5.0% of Completed Work		
(Column D + E on G703)	$ 49,791.43	
b. 0.0% of Stored Material		
(Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 49,791.43
6. TOTAL EARNED LESS RETAINAGE		$ 946,037.25
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		$ 942,014.00
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE		$ 4,023.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	$ 49,791.43	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$102,571.68	$0.00
Total approved this Month	$4,235.00	$0.00
TOTALS	$106,806.68	$0.00
NET CHANGES by Change Order		$ 106,806.68

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: Sandstone Management LTD

By: Brandon Van Vleet Date: November 25, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 4,023.25

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 18
APPLICATION DATE: 11/24/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
000000001	Earthwork	889,022.00	889,022.00	0.00	0.00	889,022.00	100.0%	0.00	44,451.10
001000001	Temporary access road from Co	36,644.00	36,644.00	0.00	0.00	36,644.00	100.0%	0.00	1,832.20
001000002	Temporary access roads between	9,731.00	9,731.00	0.00	0.00	9,731.00	100.0%	0.00	486.55
001000003	Temporary rock at temporary co	1,089.00	1,089.00	0.00	0.00	1,089.00	100.0%	0.00	54.45
002000001	Per Sandstone proposal dated N	10,913.09	10,913.09	0.00	0.00	10,913.09	100.0%	0.00	545.65
003000001	Per ITC #004 add rip-rap at f	3,308.00	3,308.00	0.00	0.00	3,308.00	100.0%	0.00	165.40
003000002	Per Sandstone proposal dated 0	8,048.00	8,048.00	0.00	0.00	8,048.00	100.0%	0.00	402.40
004000001	Per Sandstone proposal dated 0	1,655.00	1,655.00	0.00	0.00	1,655.00	100.0%	0.00	82.75
005000001	Per Sandstone proposal dated A	6,732.09	6,732.09	0.00	0.00	6,732.09	100.0%	0.00	336.60
005000002	Per Sandstone proposal dated A	16,621.00	16,621.00	0.00	0.00	16,621.00	100.0%	0.00	831.05
006000001	Per Sandstone proposal dated J	7,830.50	7,830.50	0.00	0.00	7,830.50	100.0%	0.00	391.53
007000001	Rock for temp approach at east	4,235.00	0.00	4,235.00	0.00	4,235.00	100.0%	0.00	211.75
	GRAND TOTAL	**$995,828.68**	**$991,593.68**	**$4,235.00**	**$0.00**	**$995,828.68**	**100.0%**	**$0.00**	**$49,791.43**

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Docusign Envelope ID: B701C382-AE54-479B-BA61-3FB5E3990953

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

STATE OF Iowa
COUNTY OF

The Affiant, **Brandon Van Vleet**
says they are **Owner** of **Sandstone Management LTD**
that they have a contract with **Ryan Companies US, Inc.** the general contractor on the following described premises in said County, to wit:

500 Campus Dr. SE
Bondurant, Iowa 50035

That, for the purposes of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
See Attached						
TOTALS		$ 995,828.68	$ 49,791.43	$ 942,014.00	$ 4,023.25	$ 49,791.43

Amount of Original Contract	889,022.00	Work Completed to Date	995,828.68
Extras to Contract	106,806.68	Less 5.0% Retention	49,791.43
Total Contract and Extras	995,828.68	Total after 5.0% Retention	946,037.25
Credits to Contract	0.00	Net Previously Paid	942,014.00
Adjusted Total Contract	995,828.68	Balance to Become Due	49,791.43

Dated: 25th day of November, 2025

COMPANY: Sandstone Management LTD
ADDRESS: 20 Vine Street
PO Box 547
CARLISLE, Iowa 50047

Signed this 25th day of November, 2025.

Signature: Brandon Van Vleet

Subscribed and sworn to before me
this

My commission expires:

Docusign Envelope ID: B701C382-AE54-479B-BA61-3FB5E3990953

Project Name:	**Bondurant ESF - CMR**	**Project #**	**006777000**
Contract No.:	**00071756OS**	**Application No.:**	**18**
To Company:	Ryan Companies US, Inc.	Application Date:	November 24, 2025
From Company:	Sandstone Management LTD	Period To:	November 30, 2025

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
Sandstone Management LTD		$ 995,828.68	$ 49,791.43	$ 942,014.00	$ 4,023.25	$ 49,791.43
Cascade Erosion Solutions	Earthwork & Utilities	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Core & Main	Earthwork & Utilities	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Martin Marietta	Earthwork & Utilities	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Rinker Materials	Earthwork & Utilities	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Smart Concrete Solutions, LLC	Earthwork & Utilities	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTALS		$ 995,828.68	$ 49,791.43	$ 942,014.00	$ 4,023.25	$ 49,791.43

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: November 30, 2025

The undersigned hereby acknowledges receipt of the sum of $4,023.25
From: **Ryan Companies US, Inc.**

FILL IN ONE

☒ 1) as partial payment for labor, skill and material furnished.

☐ 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback).

☐ 3) as full and final payment for all labor, skill and material furnished or to be furnished the following described real property: (legal description, street address, or project name)

006777000 Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked).

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if signed by a partnership, it must be signed by a partner.

Sandstone Management LTD

By: _____
Owner
20 Vine Street, PO Box 547
CARLISLE, Iowa 50047

Please Return To:
Bondurant ESF - CMR
Attn:
500 Campus Dr. SE
Bondurant, Iowa 50035

CONTRACTOR'S AFFIDAVIT

STATE OF IOWA

COUNTY OF } SS.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, **Brandon Van Vleet** BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS Owner, OF Sandstone Management LTD WHO IS THE CONTRACTOR FURNISHING **00071756OS** WORK ON THE BUILDING LOCATED AT **500 Campus Dr. SE, Bondurant, Iowa 50035** OWNED BY **Bondurant ESF - CMR**.

That the total amount of the contract including extras is **$995,828.68** on which he has received partial payment of **$942,014.00** prior to this payment.
That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Sandstone Management LTD		995,828.68	942,014.00	4,023.25	49,791.43
Cascade Erosion Solutions	Earthwork & Utilities	0.00	0.00	0.00	0.00
Core & Main	Earthwork & Utilities	0.00	0.00	0.00	0.00
Martin Marietta	Earthwork & Utilities	0.00	0.00	0.00	0.00
Rinker Materials	Earthwork & Utilities	0.00	0.00	0.00	0.00
Smart Concrete Solutions, LLC	Earthwork & Utilities	0.00	0.00	0.00	0.00
Total labor and material to complete		**995,828.68**	**942,014.00**	**4,023.25**	**49,791.43**

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 25th day of November, 2025

Signature:

Docusign Envelope ID: 626AB97F-A142-4FF7-9D56-1F64353AAAD3

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Alpha Landscapes
5145 NW Beaver Drive
Johnston, Iowa 50131

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 18
PERIOD TO: 11/30/25
CONTRACT FOR: 00073632OS
CONTRACT DATE: 01/08/25
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 163,138.00
2. Net Change by Change Orders		$ 2,755.00
3. CONTRACT SUM TO DATE (Line 1+2)		$ 165,893.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 164,423.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	$ 8,221.15	
b. 0.0% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 8,221.15
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 156,201.85
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 151,451.85
8. CURRENT PAYMENT DUE		$ 4,750.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 9,691.15	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$2,755.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$2,755.00	$0.00
NET CHANGES by Change Order		$ 2,755.00

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: Alpha Landscapes

By: Riley Marvin Date: November 19, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 4,750.00

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 18
APPLICATION DATE: 11/24/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
000000001	Landscaping & Irrigation	163,138.00	156,668.00	5,000.00	0.00	161,668.00	99.1%	1,470.00	8,083.40
001000001	Per proposal dated 02.24.25 c	2,755.00	2,755.00	0.00	0.00	2,755.00	100.0%	0.00	137.75
	GRAND TOTAL	$165,893.00	$159,423.00	$5,000.00	$0.00	$164,423.00	99.1%	$1,470.00	$8,221.15

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Docusign Envelope ID: 626AB97F-A142-4FF7-9D56-1F64353AAAD3

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

STATE OF Iowa
COUNTY OF

The Affiant, **Riley Marvin**
says they are **President** of **Alpha Landscapes**
that they have a contract with **Ryan Companies US, Inc.** the general contractor on the following described premises in said County, to wit:

500 Campus Dr. SE
Bondurant, Iowa 50035

That, for the purposes of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
See Attached						
TOTALS		$ 165,893.00	$ 8,221.15	$ 151,451.85	$ 4,750.00	$ 9,691.15

Amount of Original Contract	163,138.00	Work Completed to Date	164,423.00
Extras to Contract	2,755.00	Less 5.0% Retention	8,221.15
Total Contract and Extras	165,893.00	Total after 5.0% Retention	156,201.85
Credits to Contract	0.00	Net Previously Paid	151,451.85
Adjusted Total Contract	165,893.00	Balance to Become Due	9,691.15

Dated: 19th day of November, 2025

COMPANY: Alpha Landscapes
ADDRESS: 5145 NW Beaver Drive
Johnston, Iowa 50131

Signed this 19th day of November, 2025.

Signature: Riley Marvin

Subscribed and sworn to before me
this

My commission expires:

Docusign Envelope ID: 626AB97F-A142-4FF7-9D56-1F64353AAAD3

Project Name:	**Bondurant ESF - CMR**	**Project #**	**006777000**
Contract No.:	**00073632OS**	**Application No.:**	**18**
To Company:	Ryan Companies US, Inc.	Application Date:	November 24, 2025
From Company:	Alpha Landscapes	Period To:	November 30, 2025

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
Alpha Landscapes		$ 144,893.00	$ 8,221.15	$ 151,451.85	$ 4,750.00	$ (11,308.85)
Gerdes Wholesale Nursery	Gerdes Wholesale Nursery	$ 21,000.00	$ 0.00	$ 0.00	$ 0.00	$ 21,000.00
TOTALS		$ 165,893.00	$ 8,221.15	$ 151,451.85	$ 4,750.00	$ 9,691.15

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: November 30, 2025

The undersigned hereby acknowledges receipt of the sum of $4,750.00
From: **Ryan Companies US, Inc.**

FILL IN ONE

☒ 1) as partial payment for labor, skill and material furnished.

☐ 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback).

☐ 3) as full and final payment for all labor, skill and material furnished or to be furnished the following described real property: (legal description, street address, or project name)

006777000 Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked).

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if signed by a partnership, it must be signed by a partner.

Alpha Landscapes

By: _____
President
5145 NW Beaver Drive
Johnston, Iowa 50131

Please Return To:
Bondurant ESF - CMR
Attn:
500 Campus Dr. SE
Bondurant, Iowa 50035

CONTRACTOR'S AFFIDAVIT

STATE OF IOWA

COUNTY OF } SS.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, **Riley Marvin** BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS President, OF Alpha Landscapes WHO IS THE CONTRACTOR FURNISHING **00073632OS** WORK ON THE BUILDING LOCATED AT **500 Campus Dr. SE, Bondurant, Iowa 50035** OWNED BY **Bondurant ESF - CMR**.

That the total amount of the contract including extras is **$165,893.00** on which he has received partial payment of **$151,451.85** prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Alpha Landscapes		144,893.00	151,451.85	4,750.00	(11,308.85)
Gerdes Wholesale Nursery	Gerdes Wholesale Nursery	21,000.00	0.00	0.00	21,000.00
Total labor and material to complete		**165,893.00**	**151,451.85**	**4,750.00**	**9,691.15**

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 19th day of November, 2025

Signature:

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 02/01/26

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

OSI QUAD 405 BEIGE		
5639756		8.68
OSI QUAD 427 ALMOND		
5639772		8.68
TEC WALL BASE ADHESIVE		
7056516	2 @4.97	9.94
TOTAL		27.30
TAX ALTOONA-IA 7%		1.91
TOTAL SALE		29.21
VISA CREDIT 7587		29.21

PO #
Auth Code:034301
Chip Inserted
a0000000031010
ARQC - ae24b02f636e8f25

TOTAL NUMBER OF ITEMS = 4

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3736

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Marjean

23767 03 8534 11/03/25 07:16AM 3153

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 01/12/26

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

COILG30 ZNC 1/4 X 20			
2352936			34.99
VINYL BOOT OVER-SHOE SZ1			
2447652			29.99
EYE BOLT 3/8"X4" S/S			
2250786	4	@4.49	17.96
QUICK SNAP SS			
2257287	4	@6.69	26.76
SNAP SPRING 1/2" EYE			
2257521	4	@2.99	11.96
QUICK LINK 1/4"			
2351333	4	@1.59	6.36
EYE BOLT 3/8"X5"			
2255714	4	@0.97	3.88
SCOTCH EXTREME MOUNT TAP			
5649200			8.95
SDS+DRILLBIT 1/2"X6"			
2363004			10.48
SDS+DRILLBIT 3/4"X12"			
2522347			26.48
3/8" DROP-GRIP ANCHOR			
2330613	2.00 P	@2.28/PKG	4.56
1/4" DROP-GRIP SET TOOL			
2330656	PKG		3.48

TOTAL	185.85
TAX ALTOONA-IA 7%	13.01
TOTAL SALE	198.86
VISA CREDIT 7587	198.86

PO #
Auth Code:057378
Chip Inserted
a0000000031010
TC - 6df6c20f9e2ee624

TOTAL NUMBER OF ITEMS = 28

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3733

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Lidia

34640 06 7958 10/14/25 04:51PM 3153

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 01/13/26

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

5/16 X 4" HEX BOLT 11PC		
2322427	2 @2.28	4.56
TOTAL		4.56
TAX ALTOONA-IA 7%		0.32
TOTAL SALE		4.88
VISA CREDIT 7587		4.88

PO #
Auth Code:082188
Chip Inserted
a0000000031010
TC - 5d649bfc00e30a9a

TOTAL NUMBER OF ITEMS = 2

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3733

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Lisa

34700 07 5565 10/15/25 06:07PM 3153

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 01/13/26

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

PRO FLO ZINC ADJ NOZZLE	
2741813	9.99
8MM-1.25X80MM JIS HXCP8.	
2012136	2.19
5/16 X 4" CARR BOLT 12PC	
2322799 2 @2.28	4.56
5/16 X 4" HEX BOLT 11PC	
2322427 2 @2.28	4.56
TOTAL	21.30
TAX ALTOONA-IA 7%	1.49
TOTAL SALE	22.79
VISA CREDIT 7587	22.79

PO #
Auth Code:038289
Chip Inserted
a0000000031010
TC - 0f47664981a0dcbe

TOTAL NUMBER OF ITEMS = 6

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3733

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Marjean

23767 03 1595 10/15/25 10:20AM 3153

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 01/15/26

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

SHOVEL LHRP MF		LW
2654316	2 @32.99	65.98
SHOVEL LHSP MF		LW
2654317	2 @32.99	65.98
ZEP ALL PURP CLEANR 32OZ		
6473007	2 @2.99	5.98
128OZ CLR ENHANCED FORML		
6471349		21.99
ALL PURPOSE FLOOR MOP		
6489717	2 @14.99	29.98
SDS+DRILLBIT 1/4"X6"		
2362979		7.88
1/4X1-1/4 NAIL ANCHR 25P		
2323701	2 @5.29	10.58
TERRY TOWEL 12PK		
6489634		7.99
TOTAL		216.36
TAX ALTOONA-IA 7%		15.15
TOTAL SALE		231.51
VISA CREDIT 7587		231.51

PO #
Auth Code:074542
Chip Inserted
a0000000031010
TC - 33ed9b17c7598099

TOTAL NUMBER OF ITEMS = 13

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3733

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

LW = Lifetime warranty item that ever fails to provide complete satisfaction is returnable to any Menards Store for the same or comparable item.

See menards.com for return policy details

THANK YOU, YOUR CASHIER, Calleen

50982 03 2475 10/17/25 10:40AM 3153



How doers get more done.

4900 SOUTHEAST 14TH STREET
DES MOINES, IA 50320 (515-287-7269)

2104 00062 62703 10/18/25 09:08 AM
SALE SELF CHECKOUT

079567120070 3IO LOCKLB <A> 6.21
WD-40 3-IN-ONE LOCK DRY LUBE 2.50Z
070048027413 GOO GONE 24 <A> 9.98
GOO GONE PRO POWER TRIGGER 240Z
028756975953 QUAD GREY <A>
OSI QUAD W,D&S SEALANT GRAY 10 OZ
2@8.68 17.36

SUBTOTAL 33.55
SALES TAX 2.35
TOTAL $35.90
XXXXXXXXXXXX7587 VISA
USD$ 35.90
AUTH CODE 019885/0623524 TA
Chip Read
AID A0000000031010 VISA CREDIT

P.O.#/JOB NAME: NO
2104 10/18/25 09:08 AM



RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	01/16/2026

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 01/20/26

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

1X2-8 FURRING	
1031515	1.32
1/4 X 1 FEND WASHER 8PC	
2320185	1.75
INSERT DRIVE BIT PH2 20P	
2423023	11.99
3/16 X 1 FEND WASHER 8PC	
2320182	1.75
FLIPTOGGLE 3/16X2-1/2 2P	
2344101 2 @2.75	5.50
21PC TITANIUM DRILLBITSE	
2525482	39.79
DK CHOC PISCHS & CRAN *	
5747583	4.50
MAG. NUT DRIVER 3/8"	
2423028	5.29
15" MF ALUM HAND SAW	LW
2376423	19.99
8X1-1/4 SD LATH 140CT	
2300349	13.98
TEKS 14X2-1/2" HWH/DRILL	
2328106	10.97
TOTAL	116.83
TAX ALTOONA-IA 7%	8.18
TOTAL SALE	125.01
VISA CREDIT 7587	125.01

PO #
Auth Code:028105
Chip Inserted
a0000000031010
TC - 219281330e9408fe

TOTAL SAVINGS 0.19

TOTAL NUMBER OF ITEMS = 12

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3734

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

LW = Lifetime warranty item that ever fails to provide complete satisfaction is returnable to any Menards Store for the same or comparable item.

See menards.com for return policy details

THANK YOU, YOUR CASHIER, Branden

45082 02 3626 10/22/25 02:41PM 3153

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 01/20/26

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

4LB PAINT/CLEANING RAGS		
5613572		14.98
6' 14/3 POWER SUPPLY COR		
3702765	2 @7.99	15.98
3M FB SEALANT 136		
5633200	6 @7.98	47.88
OSI QUAD 001 WHITE		
5639524	6 @8.68	52.08
PURDY 1.5" STIFF PUTTY		
5627141		9.98
CROSS JOINT TROWEL		LW
2449089		8.99
2IN PLASTIC PUTTY KNIFE		
5617813		0.98
TOTAL		150.87
TAX ALTOONA-IA 7%		10.56
TOTAL SALE		161.43
VISA CREDIT 7587		161.43

PO #
Auth Code:065870
Chip Inserted
a0000000031010
TC - 5e711cbf0e3f92cb

TOTAL NUMBER OF ITEMS = 18

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3734

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

LW = Lifetime warranty item that ever fails to provide complete satisfaction is returnable to any Menards Store for the same or comparable item.

See menards.com for return policy details

THANK YOU, YOUR CASHIER, Rachel

34962 03 4578 10/22/25 11:30AM 3153

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 01/20/26

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

FLIPTOGGLE 3/16X2-1/2 2P		
2344101	2 @2.75	5.50
TOTAL		5.50
TAX ALTOONA-IA 7%		0.39
TOTAL SALE		5.89
VISA CREDIT 7587		5.89

PO #
Auth Code:066783
Chip Inserted
a0000000031010
TC - ee9c38e1d75fb827

TOTAL NUMBER OF ITEMS = 2

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3734

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Lisa

34914 01 3984 10/22/25 05:12PM 3153

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 01/21/26

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

DURACELL CT AA - 24PK	
5755784	18.79
TOTAL	18.79
TAX ALTOONA-IA 7%	1.32
TOTAL SALE	20.11
VISA CREDIT 7587	20.11

PO #
Auth Code:032426
Chip Inserted
a0000000031010
TC - 763f08002e2ef0a2

TOTAL NUMBER OF ITEMS = 1

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3734

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Marjean

23767 03 5129 10/23/25 12:45PM 3153

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 01/22/26

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

20A/125V HEAVY DUTY CNCT		
3635171	6 @13.44	80.64
25' 14/3 ALL-RUBBER CORD		
3700451	6 @29.99	179.94
8" WIRE STRIP INS. PLIER		
3644993		19.99
TOTAL		280.57
TAX ALTOONA-IA 7%		19.64
TOTAL SALE		300.21
VISA CREDIT 7587		300.21

PO #
Auth Code:079127
Chip Inserted
a0000000031010
TC - 5c2db2b9bb2b81eb

TOTAL NUMBER OF ITEMS = 13

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3734

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Jeneane

38433 08 8600 10/24/25 04:05PM 3153



LEARN MORE AT LOWES.COM/MYLOWESREWARDS

LOWE'S HOME CENTERS, LLC
3610 8TH STREET SW
ALTOONA, IA 50009 (515) 967-9800

- SALE -

SALES#: FSTLAN05 4551471 TRANS#: 109171082 10-24-25

18562 UTLT 10-FT 14-GAUGE REPLC	22.48
SUBTOTAL:	22.48
TOTAL TAX:	1.57
INVOICE 75521 TOTAL:	24.05
VISA:	24.05

VISA: XXXXXXXXXXXX7587 AMOUNT: 24.05 AUTHCD: 027706
CHIP REFID:250310521627 10/24/25 08:02:04
CUSTOMER CODE: no
TVR : 8080008000
TSI : 6800

STORE: 2503 TERMINAL: 10 10/24/25 08:02:22
OF ITEMS PURCHASED: 1
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
FOR FULL DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

MY LOWE'S REWARDS CREDIT CARDHOLDERS GET MORE.
FOR DETAILS VISIT LOWES.COM/MYLOWESREWARDS

SHARE YOUR FEEDBACK!
ENTER FOR A CHANCE TO BE
ONE OF FIVE $500 WINNERS DRAWN MONTHLY!
¡ENTRE EN EL SORTEO MENSUAL
PARA SER UNO DE LOS CINCO GANADORES DE $500!

ENTER BY COMPLETING A SHORT SURVEY
WITHIN ONE WEEK AT: www.lowes.com/survey
Y O U R I D #755211 250352 979137

NO PURCHASE NECESSARY TO ENTER OR WIN.
VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER.
OFFICIAL RULES & WINNERS AT: www.lowes.com/survey

STORE: 2503 TERMINAL: 10 10/24/25 08:02:22

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 01/22/26

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

20A/125V HEAVY DUTY CNCT	
3635171	13.44
SB EXTR SCRUB SCOUR PAD	
6488921	3.97
6PK HEAVY DUTY SCOUR PAD	
6489018	4.66
2PK SCOURING PADS - HD	
6489077	0.99
TOTAL	23.06
TAX ALTOONA-IA 7%	1.61
TOTAL SALE	24.67
VISA CREDIT 7587	24.67

PO #
Auth Code:093614
Chip Inserted
a0000000031010
TC - cf7dd2909458b1b5

TOTAL NUMBER OF ITEMS = 4

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3734

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Lisa

34700 02 3921 10/24/25 05:27PM 3153

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 01/28/26

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

1" HOLE SAW CARBIDE TIP	
2526402	9.98
TOTAL	9.98
TAX ALTOONA-IA 7%	0.70
TOTAL SALE	10.68
VISA CREDIT 7587	10.68

PO #
Auth Code:096513
Chip Inserted
a0000000031010
ARQC - 49f2a58be5055792

TOTAL NUMBER OF ITEMS = 1

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3735

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Marjean

23767 03 6993 10/30/25 07:01AM 3153

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Bishop Engineering
3501 104th Street
Des Moines, Iowa 50322

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 18
PERIOD TO: 11/30/25
CONTRACT FOR: 00071683OS
CONTRACT DATE: 08/13/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM	$	16,600.00
2. Net Change by Change Orders	$	2,025.00
3. CONTRACT SUM TO DATE (Line 1+2)	$	18,625.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	$	17,252.50
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	$	862.64
b. 0.0% of Stored Material (Column F on G703)	$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$	862.64
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	16,389.86
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	14,976.26
8. CURRENT PAYMENT DUE	$	1,413.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	2,235.14

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$2,025.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$2,025.00	$0.00
NET CHANGES by Change Order		$ 2,025.00

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: Bishop Engineering

By: Karen Hallagin Date: November 20, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 1,413.60

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 18
APPLICATION DATE: 11/24/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
000000001	Construction Staking	16,600.00	13,739.50	1,488.00	0.00	15,227.50	91.7%	1,372.50	761.39
001000001	Per ITC #004 provide construc	1,200.00	1,200.00	0.00	0.00	1,200.00	100.0%	0.00	60.00
002000001	Per Bishop proposal dated 03.0	825.00	825.00	0.00	0.00	825.00	100.0%	0.00	41.25
	GRAND TOTAL	**$18,625.00**	**$15,764.50**	**$1,488.00**	**$0.00**	**$17,252.50**	**92.6%**	**$1,372.50**	**$862.64**

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Docusign Envelope ID: EF16BA41-7B09-429B-940D-06B75A979D3C

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

STATE OF Iowa
COUNTY OF

The Affiant, **Karen Hallagin**
says they are **CFO** of **Bishop Engineering**
that they have a contract with **Ryan Companies US, Inc.** the general contractor on the following described premises in said County, to wit:

500 Campus Dr. SE
Bondurant, Iowa 50035

That, for the purposes of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
See Attached						
TOTALS		$ 18,625.00	$ 862.64	$ 14,976.26	$ 1,413.60	$ 2,235.14

Amount of Original Contract	16,600.00	Work Completed to Date	17,252.50
Extras to Contract	2,025.00	Less 5.0% Retention	862.64
Total Contract and Extras	18,625.00	Total after 5.0% Retention	16,389.86
Credits to Contract	0.00	Net Previously Paid	14,976.26
Adjusted Total Contract	18,625.00	Balance to Become Due	2,235.14

Dated: 20th day of November, 2025

COMPANY: Bishop Engineering
ADDRESS: 3501 104th Street
Des Moines, Iowa 50322

Signed this 20th day of November, 2025.

Signature: Karen Hallagin

Subscribed and sworn to before me
this

My commission expires:

Docusign Envelope ID: EF16BA41-7B09-429B-940D-06B75A979D3C

Project Name:	**Bondurant ESF - CMR**	**Project #**	**006777000**
Contract No.:	**00071683OS**	**Application No.:**	**18**
To Company:	Ryan Companies US, Inc.	Application Date:	November 24, 2025
From Company:	Bishop Engineering	Period To:	November 30, 2025

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Balance Due (inc. retention)
Bishop Engineering		$ 18,625.00	$ 862.64	$ 14,976.26	$ 1,413.60	$ 2,235.14
TOTALS		$ 18,625.00	$ 862.64	$ 14,976.26	$ 1,413.60	$ 2,235.14

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: November 30, 2025

The undersigned hereby acknowledges receipt of the sum of $1,413.60
From: **Ryan Companies US, Inc.**

FILL IN ONE

☒ 1) as partial payment for labor, skill and material furnished.

☐ 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback).

☐ 3) as full and final payment for all labor, skill and material furnished or to be furnished the following described real property: (legal description, street address, or project name)

006777000 Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked).

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if signed by a partnership, it must be signed by a partner.

Bishop Engineering

By: _____
CFO
3501 104th Street
Des Moines, Iowa 50322

Please Return To:
Bondurant ESF - CMR
Attn:
500 Campus Dr. SE
Bondurant, Iowa 50035

CONTRACTOR'S AFFIDAVIT

STATE OF IOWA

COUNTY OF } SS.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, **Karen Hallagin** BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS CFO, OF Bishop Engineering WHO IS THE CONTRACTOR FURNISHING **00071683OS** WORK ON THE BUILDING LOCATED AT **500 Campus Dr. SE, Bondurant, Iowa 50035** OWNED BY **Bondurant ESF - CMR**.

That the total amount of the contract including extras is **$18,625.00** on which he has received partial payment of **$14,976.26** prior to this payment.

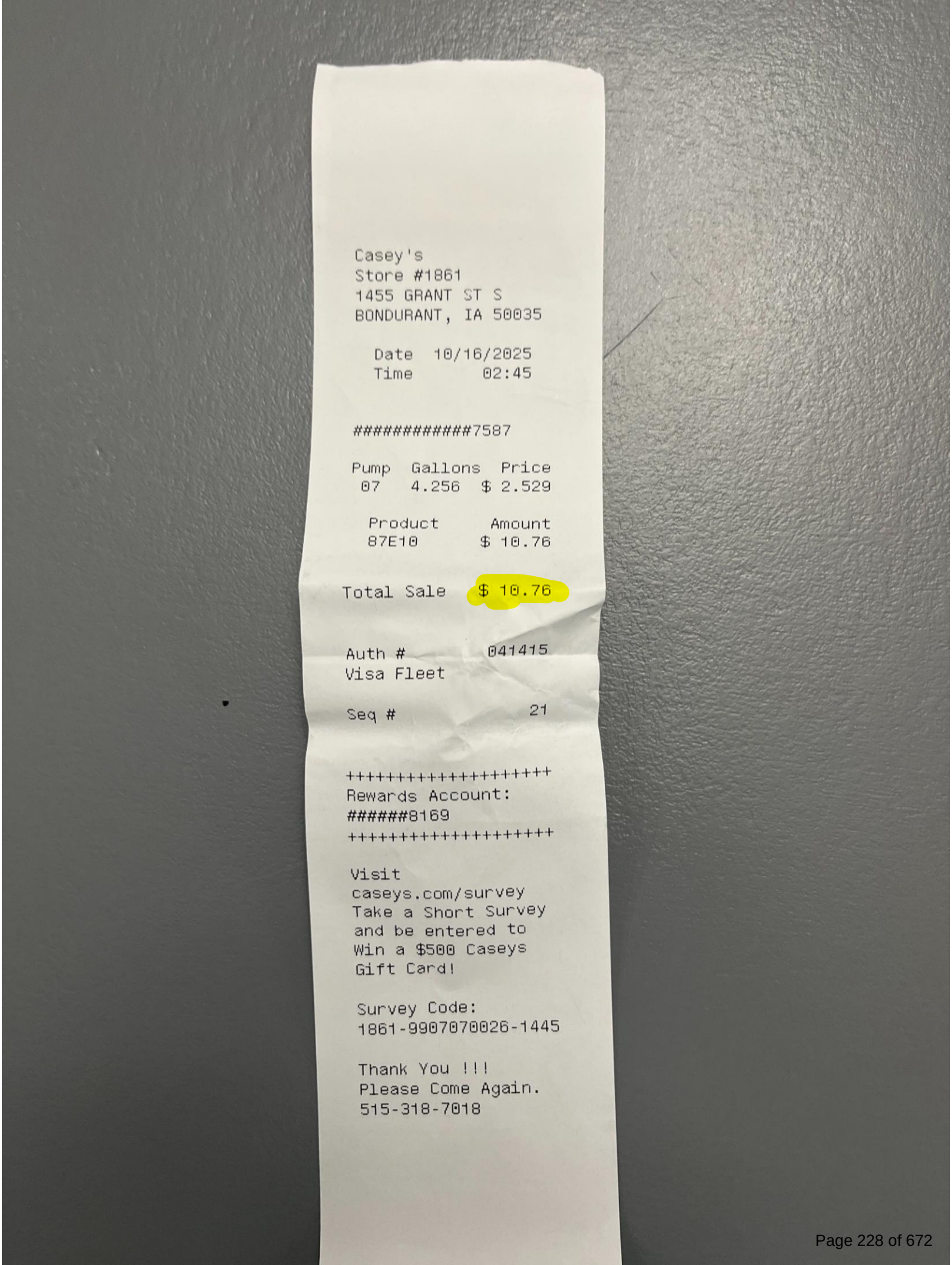
That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Bishop Engineering		18,625.00	14,976.26	1,413.60	2,235.14
Total labor and material to complete		**18,625.00**	**14,976.26**	**1,413.60**	**2,235.14**

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 20th day of November, 2025

Signature:



Casey's
Store #1861
1455 GRANT ST S
BONDURANT, IA 50035

Date 10/16/2025
Time 02:45

############7587

Pump	Gallons	Price
07	4.256	$ 2.529

Product	Amount
87E10	$ 10.76

Total Sale $ 10.76

Auth # 041415
Visa Fleet

Seq # 21

++++++++++++++++++++
Rewards Account:
######8169
++++++++++++++++++++

Visit
caseys.com/survey
Take a Short Survey
and be entered to
Win a $500 Caseys
Gift Card!

Survey Code:
1861-9907070026-1445

Thank You !!!
Please Come Again.
515-318-7018

6777000


City of Des Moines
71932
Des Moines, 50309
SHREVEPORT, LA.
SOUTHLAND PRINTING
E2nd & Gra 10/23/25 12:22
Receipt 97777
Short-term parking tkt
E2&G - No. 053075
10/23/25 11:22
10/23/25 12:22
Period 0d1h1'
$2.00
Total $2.00
Payment Received
CARD **********7587
AUTHORIZATION 089553
TOTAL USD$2.00
APPROVED
Sub Total $2.00
SB054607 - 1/1

Docusign Envelope ID: 2411BB84-1E46-41FC-B5F3-102BDD6ED8AF

APPLICATION AND CERTIFICATE FOR PAYMENT

To: City of Bondurant
200 2nd Street NE, Box 37
Bondurant, Iowa 50035

PROJECT: Bondurant Emergency Services Facility

ATTN: Marketa Oliver, City of Bondurant

FROM (CONTRACTOR): RYAN COMPANIES US, INC.
533 South Third Street, Suite 100
Minneapolis, MN 55415

CONTRACT FOR: Bondurant Emergency Services Facility - CMR Services

APPLICATION NO: 16
APPLICATION DATE: 1/8/2026
PERIOD FROM: 12/1/2025
PERIOD TO: 12/31/2025
PROJECT NO: 6777-000

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
1	TOTAL	2,540.00	0.00
Approved This Month			
Number	Date Approved		
	TOTALS	2,540.00	0.00
Net change by Changes Orders			2,540.00

ORIGINAL CONTRACT SUM		$ 16,417,582.00
Net change by Change Orders		$ 2,540.00
CONTRACT SUM TO DATE		$ 16,420,122.00
TOTAL COMPLETED & STORED TO DATE		$ 16,040,139.14
Retainage	5.0%	$ 802,006.96
TOTAL EARNED LESS RETAINAGE		$ 15,238,132.18
LESS PREVIOUS CERTIFICATES FOR PAYMENT		$ 15,145,398.74
CURRENT PAYMENT DUE		$ 92,733.44
AMOUNT DUE FROM PREVIOUS APPLICATION #_____		
TOTAL AMOUNT DUE		$ 92,733.44

CONTRACTOR: RYAN COMPANIES US, INC.

By: DocuSigned by: Matt Van Loon — DATE: 1/8/2026

PM initial: DS BK

ARCHITECT: OPN ARCHITECTS

By: DocuSigned by: Aaron Tweedt — DATE: 1/8/2026

Docusign Envelope ID: 2411BB84-1E46-41FC-B5F3-102BDD6ED8AF

CONTINUATION SHEET AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 16
APPLICATION DATE: 1/8/2026
PERIOD FROM: 12/1/2025
TO: 12/31/2025

A	B	C	D	E	F	G	H	I	J	K
					WORK COMPLETED			Total Completed		Balance
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDER	REVISED VALUE	PREVIOUS APPLICATIONS	This Application: Work in Place	This Application: Stored Materials (not in D or E)	and Stored To Date (D+E+F)	% (G/C)	To Finish (C-G)
	Preconstruction Services									
1	Preconstruction Management	$ 60,000.00	$0.00	$ 60,000.00	$ 60,000.00			$ 60,000.00	100%	$ -
	Construction Services				$ -			$ -		
2	01 - General Conditions	$ 1,708,991.00	-$57,619.11	$ 1,651,371.89	$ 1,554,239.64	$ 37,320.06		$ 1,591,559.70	96%	$ 59,812.19
3	03 - Building Concrete	$ 678,720.00	-$22,494.00	$ 656,226.00	$ 606,226.00			$ 606,226.00	92%	$ 50,000.00
4	03 - Precast Materials	$ 722,439.00	-$76,181.50	$ 646,257.50	$ 646,257.50			$ 646,257.50	100%	$ -
5	04 - Masonry	$ 65,920.00	-$12,684.00	$ 53,236.00	$ 53,236.00			$ 53,236.00	100%	$ -
6	05 - Steel Materials	$ 1,019,245.00	-$35,575.75	$ 983,669.25	$ 983,669.25			$ 983,669.25	100%	$ -
7	05 - Steel & Precast Erection	$ 516,518.00	$105,927.69	$ 622,445.69	$ 622,445.69			$ 622,445.69	100%	$ -
8	06 - Finish Carpentry / Doors / Specialties	$ 765,720.00	$161,546.80	$ 927,266.80	$ 909,543.80	$ 17,723.00		$ 927,266.80	100%	$ -
9	07 - Roofing and Sheet Metal	$ 288,900.00	$29,675.00	$ 318,575.00	$ 307,483.00	$ 11,092.00		$ 318,575.00	100%	$ -
10	08 - Overhead Doors	$ 482,200.00	$6,962.00	$ 489,162.00	$ 489,162.00			$ 489,162.00	100%	$ -
11	08 - Glass/Glazing/Translucent Wall Assemblies	$ 812,667.00	$71,188.00	$ 883,855.00	$ 883,855.00			$ 883,855.00	100%	$ -
12	09 - Framing/Drywall/Ceilings	$ 565,125.00	$32,343.60	$ 597,468.60	$ 579,744.60	$ 17,724.00		$ 597,468.60	100%	$ -
13	09 - Flooring	$ 179,925.00	$29,321.50	$ 209,246.50	$ 209,246.50			$ 209,246.50	100%	$ -
14	09 - Painting & Wallcoverings	$ 117,123.00	$34,166.00	$ 151,289.00	$ 151,289.00			$ 151,289.00	100%	$ -
15	10 - Signage	$ 26,000.00	-$26,000.00	$ -	$ -			$ -	NA	$ -
16	11 - Appliances	$ 70,000.00	-$70,000.00	$ -	$ -			$ -	NA	$ -
17	21 - Fire Suppression	$ 99,669.00	$424.00	$ 100,093.00	$ 100,093.00			$ 100,093.00	100%	$ -
18	22 - Plumbing	$ 976,400.00	$52,570.00	$ 1,028,970.00	$ 1,024,262.00	$ 4,708.00		$ 1,028,970.00	100%	$ -
19	23 - HVAC	$ 541,446.00	$8,846.77	$ 550,292.77	$ 550,292.77			$ 550,292.77	100%	$ -
20	23 - Geothermal Interior Systems	$ 675,276.00	$0.00	$ 675,276.00	$ 675,276.00			$ 675,276.00	100%	$ -
21	23 - Geothermal Wellfield	$ 302,249.00	$3,500.00	$ 305,749.00	$ 305,749.00			$ 305,749.00	100%	$ -
22	26 - Early Procurement Electrical Equipment	$ 304,510.00	$3,989.00	$ 308,499.00	$ 308,499.00			$ 308,499.00	100%	$ -
23	26 - Electrical	$ 2,284,090.00	$44,172.00	$ 2,328,262.00	$ 2,291,461.28			$ 2,291,461.28	98%	$ 36,800.72
24	26 - Photovoltaic/Solar System	$ 195,000.00	$0.00	$ 195,000.00	$ 195,000.00			$ 195,000.00	100%	$ -
25	26 - EV Charging Rough-In	$ 2,688.00	$0.00	$ 2,688.00	$ 2,688.00			$ 2,688.00	100%	$ -
26	31 - Earthwork	$ 653,281.00	$0.00	$ 653,281.00	$ 653,281.00			$ 653,281.00	100%	$ -
27	32 - Exterior Concrete	$ 635,720.00	-$21,911.00	$ 613,809.00	$ 606,900.00	$ 6,909.00		$ 613,809.00	100%	$ -
28	32 - Landscaping & Irrigation	$ 190,000.00	-$16,639.00	$ 173,361.00	$ 164,423.00			$ 164,423.00	95%	$ 8,938.00
29	33 - Utilties	$ 356,741.00	$0.00	$ 356,741.00	$ 342,547.68			$ 342,547.68	96%	$ 14,193.32
30	60 - Insurance	$ 186,320.00	$0.00	$ 186,320.00	$ 182,994.67			$ 182,994.67	98%	$ 3,325.33
31	60 - Bond	$ 99,500.00	$1,847.00	$ 101,347.00	$ 101,347.00			$ 101,347.00	100%	$ -
32	60 - Construction Contingency (3%)	$ 449,904.00	-$247,375.00	$ 202,529.00	$ -			$ -	0%	$ 202,529.00
33	60 - Project Related Software	$ 31,054.00	$0.00	$ 31,054.00	$ 30,499.11			$ 30,499.11	98%	$ 554.89
34	66 - Fee (2.25%)	$ 354,241.00	$0.00	$ 354,241.00	$ 350,813.50	$ 2,138.09		$ 352,951.59	100%	$ 1,289.41
35	Owner Change Orders	$ -	$2,540.00	$ 2,540.00	$ -			$ -	0%	$ 2,540.00
	Total	**$ 16,417,582.00**	**$2,540.00**	**$ 16,420,122.00**	**$ 14,263,145.01**	**$ 97,614.15**	**$ -**	**$ 16,040,139.14**	**98%**	**377,442.86**

RYAN

Job Transaction By Cost Code

Transaction Analysis
Project #: 006777000
Project Name: Bondurant ESF - CMR
Start Date: 12/1/2025
End Date: 12/31/2025

Cost Code	Cost Type	Project Nbr	Cost Code Name	Description	Vendor	Vendor Nbr	Contract Number	Invoice Number	Remark	GL Date	Doc Number	Doc Type	Pay Status	Amount	Units	SOV Line Item
		006777000	Sr Superintendent-hr	Time Tracking WE 2025-11-29		0			Regular	2025-12-02	4536812	JP		1,756.44	12.00	
		006777000	Sr Superintendent-hr	Time Tracking WE 2025-12-06		0			Regular	2025-12-09	4541238	JP		1,463.70	10.00	
		006777000	Sr Superintendent-hr	Time Tracking WE 2025-12-20		0			Regular	2025-12-23	4550941	JP		2,927.40	20.00	
	11410													**6,147.54**	**42.00**	
011005														**6,147.54**	**42.00**	**2**
		006777000	Field Coordinator-hr	Time Tracking WE 2025-12-13		0			Regular	2025-12-16	4545912	JP		367.52	2.00	
	11410													**367.52**	**2.00**	
011060														**367.52**	**2.00**	**2**
		006777000	Office Supplies	Corporate Payment Systems	Corporate Payment Systems	110054		2525 Kunz-185736	OFFICE DEPOT #2335	2025-12-02	2062479	PJ		136.94	0.00	
		006777000	Office Supplies	Corporate Payment Systems	Corporate Payment Systems	110054		524112122025	12/2025 Amazon	2025-12-16	2067336	PS	H	160.49	0.00	
	11420													**297.43**	**0.00**	
012010														**297.43**	**0.00**	**2**
		006777000	Ryan Tech Yard	Ryan Yard - Ryan Companies US	Ryan Yard - Ryan Companies US Inc	147178		122025MNTECH	12/2025 Yard Bill	2025-12-29	2072244	PS	P	206.77	0.00	
	11420													**206.77**	**0.00**	
012082														**206.77**	**0.00**	**2**
		006777000	Jobsite Internet	T-Mobile USA Inc	T-Mobile USA Inc	189906		1074112625	November 2025 invoice	2025-12-10	2065517	PS	P	150.00	0.00	
	11420													**150.00**	**0.00**	
013020														**150.00**	**0.00**	**2**
		006777000	Electric Energy Cost	Midamerican Energy Company	Midamerican Energy Company	114416		574443173	Natural Gas/Electricity	2025-12-18	2068543	PS	W	3,770.71	0.00	
	11420													**3,770.71**	**0.00**	
013040														**3,770.71**	**0.00**	**2**
		006777000	Periodic Clean-up-sf	Time Tracking WE 2025-12-20		0			Regular	2025-12-23	4550866	JP		1,151.84	16.00	
	11410													**1,151.84**	**16.00**	
		006777000	Periodic Clean-up	Pressure Point Cleaners LLC	Pressure Point Cleaners LLC	187172		16934	Power Washing	2025-12-17	2068045	PS	P	10,651.85	0.00	
	11440													**10,651.85**	**0.00**	
014150														**11,803.69**	**16.00**	**2**
		006777000	Final Clean up	Cleaning Connection Inc	Cleaning Connection Inc	178415	00077338	20677700077338	CONTRACT NO. 77338 CHG 001	2025-12-22	2070019	PX	T	1,745.00	0.00	
	11440													**1,745.00**	**0.00**	
014160														**1,745.00**	**0.00**	**2**
		006777000	Constr Debris Dumpster	Waste Solutions of Iowa	Waste Solutions of Iowa	175872		38487	Dumpster	2025-12-03	2063054	PS	W	466.49	0.00	
	11420													**466.49**	**0.00**	
014190														**466.49**	**0.00**	**2**
		006777000	Misc Equip Rental	United Rentals North America I	United Rentals North America Inc	156984		255909275001	Equipment Rental	2025-12-15	2067144	PS	P	635.24	0.00	
	11420													**635.24**	**0.00**	
015350														**635.24**	**0.00**	**2**
		006777000	Postage/Courier Serv	Eaton, Zachary J	Eaton, Zachary J	186080		EX120125-185855	The UPS Store	2025-12-04	2063163	PJ		24.14	0.00	
	11420													**24.14**	**0.00**	
016010														**24.14**	**0.00**	**2**
		006777000	Finish Carpentry	Core Construction Services LLC	Core Construction Services LLC	202806	00072253	19677700072253	CONTRACT NO. 72253 CHG 010	2025-12-02	2062774	PX	T	960.00	0.00	
		006777000	Finish Carpentry	Core Construction Services LLC	Core Construction Services LLC	202806	00072253	19677700072253	CONTRACT NO. 72253 CHG 010	2025-12-02	2062774	PX	T	9,578.00	0.00	
		006777000	Finish Carpentry	Core Construction Services LLC	Core Construction Services LLC	202806	00072253	19677700072253	CONTRACT NO. 72253 CHG 004	2025-12-02	2062774	PX	T	806.00	0.00	
		006777000	Finish Carpentry	Core Construction Services LLC	Core Construction Services LLC	202806	00072253	19677700072253	CONTRACT NO. 72253 CHG 009	2025-12-02	2062774	PX	T	2,679.00	0.00	
		006777000	Finish Carpentry	Core Construction Services LLC	Core Construction Services LLC	202806	00072253	19677700072253	CONTRACT NO. 72253 CHG 009	2025-12-02	2062774	PX	T	421.00	0.00	
		006777000	Finish Carpentry	Core Construction Services LLC	Core Construction Services LLC	202806	00072253	19677700072253	CONTRACT NO. 72253 CHG 009	2025-12-02	2062774	PX	T	1,379.00	0.00	
		006777000	Finish Carpentry	Core Construction Services LLC	Core Construction Services LLC	202806	00072253	19677700072253	CONTRACT NO. 72253 CHG 010	2025-12-02	2062774	PX	T	1,450.00	0.00	
	11440													**17,273.00**	**0.00**	
062000														**17,273.00**	**0.00**	**8**
		006777000	Roofing	Central States Roofing	Central States Roofing	116549	00072134	20677700072134	CONTRACT NO. 72134 CHG 002	2025-12-17	2068358	PX	T	3,373.00	0.00	
		006777000	Roofing	Central States Roofing	Central States Roofing	116549	00072134	20677700072134	CONTRACT NO. 72134 CHG 002	2025-12-17	2068358	PX	T	6,104.00	0.00	
		006777000	Roofing	Central States Roofing	Central States Roofing	116549	00072134	20677700072134	CONTRACT NO. 72134 CHG 002	2025-12-17	2068358	PX	T	1,615.00	0.00	
	11440													**11,092.00**	**0.00**	
075100														**11,092.00**	**0.00**	**9**
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	92.00	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	2,620.00	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	813.00	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	719.00	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	2,896.00	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	546.00	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	(786.00)	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	92.00	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	229.00	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	363.00	0.00	

RYAN

Job Transaction By Cost Code

Transaction Analysis
Project #: 006777000
Project Name: Bondurant ESF - CMR
Start Date: 12/1/2025
End Date: 12/31/2025

		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	4,095.00	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	207.00	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	109.00	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	109.00	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	627.00	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	2,132.00	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	98.00	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	2,435.00	0.00	
		006777000	Gypsum Board	Performance Contracting Inc	Performance Contracting Inc	132818	00071800	19677700071800	CONTRACT NO. 71800 CHG 007	2025-12-02	2062773	PX	T	328.00	0.00	
	11440													**17,724.00**	**0.00**	
092100														**17,724.00**	**0.00**	**12**
		006777000	Plumbing	Dickerson Mechanical Inc	Dickerson Mechanical Inc	202699	00071877	20677700071877	CONTRACT NO. 71877 CHG 001	2025-12-22	2069955	PX	P	3,725.00	0.00	
		006777000	Plumbing	Dickerson Mechanical Inc	Dickerson Mechanical Inc	202699	00071877	20677700071877	CONTRACT NO. 71877 CHG 004	2025-12-22	2069955	PX	P	(3,725.00)	0.00	
		006777000	Plumbing	Dickerson Mechanical Inc	Dickerson Mechanical Inc	202699	00071877	20677700071877	CONTRACT NO. 71877 CHG 006	2025-12-22	2069955	PX	P	855.00	0.00	
		006777000	Plumbing	Dickerson Mechanical Inc	Dickerson Mechanical Inc	202699	00071877	20677700071877	CONTRACT NO. 71877 CHG 006	2025-12-22	2069955	PX	P	990.00	0.00	
		006777000	Plumbing	Dickerson Mechanical Inc	Dickerson Mechanical Inc	202699	00071877	20677700071877	CONTRACT NO. 71877 CHG 007	2025-12-22	2069955	PX	P	1,108.00	0.00	
		006777000	Plumbing	Dickerson Mechanical Inc	Dickerson Mechanical Inc	202699	00071877	20677700071877	CONTRACT NO. 71877 CHG 007	2025-12-22	2069955	PX	P	1,755.00	0.00	
	11440													**4,708.00**	**0.00**	
220000														**4,708.00**	**0.00**	**18**
		006777000	Site Concrete	Jordison Construction Inc	Jordison Construction Inc	200268	00072523	20677700072523	CONTRACT NO. 72523 CHG 001	2025-12-17	2068362	PX	T	3,350.00	0.00	
		006777000	Site Concrete	Jordison Construction Inc	Jordison Construction Inc	200268	00072523	20677700072523	CONTRACT NO. 72523 CHG 001	2025-12-17	2068362	PX	T	644.00	0.00	
		006777000	Site Concrete	Jordison Construction Inc	Jordison Construction Inc	200268	00072523	20677700072523	CONTRACT NO. 72523 CHG 001	2025-12-17	2068362	PX	T	2,915.00	0.00	
	11440													**6,909.00**	**0.00**	
320100														**6,909.00**	**0.00**	**27**
		006777000	Misc extras #1	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-186607	MENARDS DES MOINES IA	2025-12-24	2071090	PJ		(39.06)	0.00	
		006777000	Misc extras #1	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-186607	MENARDS ALTOONA IA	2025-12-24	2071090	PJ		25.99	0.00	
	11420													**(13.07)**	**0.00**	
490116														**(13.07)**	**0.00**	**2**
		006777000	Travel Expense-PM	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-186607	DSM PARKING E 2ND ST	2025-12-24	2071090	PJ		4.00	0.00	
		006777000	Travel Expense-PM	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-186607	DSM PARKING E 2ND ST	2025-12-24	2071090	PJ		2.00	0.00	
		006777000	Travel Expense-PM	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-186607	DSM PARKING E 2ND ST	2025-12-24	2071090	PJ		2.00	0.00	
		006777000	Travel Expense-PM	Corporate Payment Systems	Corporate Payment Systems	110054		7587 Embrey-186607	DSM PARKING E 2ND ST	2025-12-24	2071090	PJ		3.00	0.00	
	11420													**11.00**	**0.00**	
512015														**11.00**	**0.00**	**2**
		006777000	Sr Project Engineer	Time Tracking WE 2025-11-29		0			CPRJ	2025-12-02	4535141	JP		460.00	4.00	
		006777000	Sr Project Engineer	Time Tracking WE 2025-12-06		0			CPRJ	2025-12-09	4540168	JP		2,300.00	20.00	
		006777000	Sr Project Engineer	Time Tracking WE 2025-12-13		0			CPRJ	2025-12-16	4545416	JP		2,760.00	24.00	
		006777000	Sr Project Engineer	Time Tracking WE 2025-12-20		0			CPRJ	2025-12-23	4549974	JP		2,300.00	20.00	
		006777000	Sr Project Engineer	Time Tracking WE 2025-12-27		0			CPRJ	2025-12-30	4553700	JP		1,840.00	16.00	
	11476													**9,660.00**	**84.00**	
531009														**9,660.00**	**84.00**	**2**
		006777000	Project Coordinator I	Time Tracking WE 2025-11-29		0			CPRJ	2025-12-02	4535418	JP		170.00	2.00	
		006777000	Project Coordinator I	Time Tracking WE 2025-12-13		0			CPRJ	2025-12-16	4544693	JP		170.00	2.00	
		006777000	Project Coordinator I	Time Tracking WE 2025-12-20		0			CPRJ	2025-12-23	4549395	JP		425.00	5.00	
		006777000	Project Coordinator I	Time Tracking WE 2025-12-27		0			CPRJ	2025-12-30	4553967	JP		85.00	1.00	
	11476													**850.00**	**10.00**	
531010														**850.00**	**10.00**	**2**
		006777000	RBS Services	Bank Deposit	Ryan Companies US Inc	197340			CLEAR AR	2025-12-31	139157	RC		1,197.60	0.00	
	11420													**1,197.60**	**0.00**	
531032														**1,197.60**	**0.00**	**2**
													Subtotal:	**95,026.06**		
													Fee (2.25%):	**2,138.09**		**34**
													Grand Total:	**97,164.15**		

Generated 1/7/2026 8:34:19 AM
Generated by RYAN\lzeaton
*These Cost Codes (Subsidiaries) are always excluded from this report, 50416, 651000, 980000, 980100, 980300, 982000.
These Cost Types (Object Accounts) are always excluded from

Brian Kunz

From: Brian Kunz
Sent: Tuesday, November 25, 2025 8:36 AM
To: Brian Kunz



Sent from my iPhone

Docusign Envelope ID: 2411BB84-1E46-41FC-B5F3-102BDD6ED8AF

New Activity - Continued

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-20	11-20	24692165324102970958101	AMAZON.COM*B03F911W0 AMZN.COM/BILL WA	160.49

Order placed
November 19, 2025

Total
$160.49

Ship to
Ron Embrey

Placed by
Ron Embrey
1727 - Des Moin...

Order # 111-0198860-8525800
View order details
Printable Order Summary

Arriving Saturday



Keurig K-Duo Hot & Iced Single Serve & Carafe Coffee Maker, MultiStream Technology, 72oz Reservoir (Gen 2)
$149.99
Buy it again

Get product support
Track package
Add a protection plan
Print packing slip
Return or replace items
Share gift receipt
Chat with us

Docusign Envelope ID: 2411BB84-1E46-41FC-B5F3-102BDD6ED8AF

To find individual job backup, please follow the below path in OneDrive-Ryan (Sharepoint)		
One-Ryan -> Construction -> Documents -> zz_Yard		
December 2025 MN TECH YARD		
Invoice # 122025MNTECH		
NXS# 101 - 147178		
Job #	Cost Code	Total

006777000	11420.012082	206.77

Docusign Envelope ID: 2411BB84-1E46-41FC-B5F3-102BDD6ED8AF

TOTAL DUE

Company Ryan Companies Us, Inc. (main),

Here's your bill for November.

PLANS

SUBSCRIPTIONS & SERVICES

$0.00

This month's charges are the same as last month's

BUNDLED SERVICES

$0.00

USAGE CHARGES

ONE-TIME CHARGES

$0.00

BU	Account	Amount
006777000	11420.013020	150

Docusign Envelope ID: 2411BB84-1E46-41FC-B5F3-102BDD6ED8AF

MIDAMERICAN ENERGY COMPANY
Obsessively, Relentlessly **At Your Service®**

800-329-6261
MidAmericanEnergy.com

› Date Billed: 12/02/25
› Account Number: 21231-69039
› Invoice 574443173

Total Amount Due by 12/26/25 $3,770.71

A late payment charge of $56.56 will be assessed if payment is received after 12/26/25.

Service For:
RYAN COMPANIES
500 CAMPUS DR SE
BONDURANT IA 50035

Current Charges Summary

› Last Bill	› Payments and Credits	› New Charges
$1,938.58	$1,938.58	$3,770.71

Payments and Credits Applied to Your Account

12/01/25 Check	$1,938.58

New Charges This Month

Electric Charges	$3,770.71

See details about this bill on Page 3

You Used

Electric Usage

	Last Year	Current
Monthly kWh Usage	-	54,150
Number of Days	-	33
Average Temperature	-	40°
Average Cost per Day	-	$114.26
Average Usage per Day	-	1,641



[Keep]

[Send]

MIDAMERICAN ENERGY COMPANY
Obsessively, Relentlessly **At Your Service®**

› Account Number: 21231-69039

Total Amount Due by 12/26/25 $3,770.71

For online bill payment log in to My Account at MidAmericanEnergy.com

ICF40337000906020100G10

☐ Monthly ☐ One Time

$ _____ ☐ $5 ☐ $10 ☐ $20

My Contribution

I want to contribute to the I CARE program

21904 1 AB 0.641
*********ALL FOR AADC 500
RYAN COMPANIES
111 E GRAND AVE STE 200
DES MOINES IA 50309-1886

MidAmerican Energy Company
PO Box 8020
Davenport IA 52808-8020
10 BG 3

0100212316903990000037707100000382727000000000008

Docusign Envelope ID: 2411BB84-1E46-41FC-B5F3-102BDD6ED8AF

Invoice

Invoice No: 16934
Invoice Date: Oct 17, 2025

Pressure Point Cleaners
1902 E Lincoln Way
Ames, IA 50010
515-451-9311 Office
desmoines.pressurewashing.net
www.pressurepointcleaners.com
info@pressurepointcleaners.com

Bill To:
Ryan Companies
Zach Eaton
111 East Grand Avenue
Suite 200
Des Moines, IA 50309
zach.eaton@ryancompanies.com
515-491-9168 Zach Eaton

Job Date	Time	Description	Job location	Qty	Each	Amount
Oct 17, 2025	n/a	**Commercial Building Wash**	7525 Northeast 80th Street; Bondurant, IA 50035	1	$7,833.00	$7,833.00
		AREA DESCRIPTION: power wash of pre cast (all sides included) (also includes wood paneling sections & pre cast sections on roof as well as facade above bay doors) **SIZE**: 27633ft2 **CLEANING METHOD**: power wash & soft wash & power rinse (at techs discretion) **EXPECTED RESULTS**: cleaning of all organic material **Does NOT Include**: grease, rust or oil cleaning or any cleaning of the exterior windows				
		Lift Rental		1	$2,122.00	$2,122.00
		2 40ft boom lifts (articulating)				

Payment Terms: Net 60

Subtotal	$9,955.00
7% Tax	$696.85
Total	$10,651.85

Join Referral Program

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Cleaning Connection, Inc.
3423 Delaware Ave
Des Moines, Iowa 50313

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 20
PERIOD TO: 12/31/25
CONTRACT FOR: 00077338OS
CONTRACT DATE: 09/08/25
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM	$	22,640.00
2. Net Change by Change Orders	$	1,745.00
3. CONTRACT SUM TO DATE (Line 1+2)	$	24,385.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	$	24,385.00
5. RETAINAGE:		
a. 0.0% of Completed Work (Column D + E on G703)	$	0.00
b. 0.0% 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)	$	24,385.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	22,640.00
8. CURRENT PAYMENT DUE	$	1,745.00
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	$1,745.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$1,745.00	$0.00
NET CHANGES by Change Order		$ 1,745.00

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: Cleaning Connection, Inc.

By: Lesly Mayorga Date: December 22, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 1,745.00

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 20
APPLICATION DATE: 12/19/25
PERIOD TO: 12/31/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
000000001	Final Cleaning	22,640.00	22,640.00	0.00	0.00	22,640.00	100.0%	0.00	0.00
001000001	Additional Cleaning as Request	1,745.00	0.00	1,745.00	0.00	1,745.00	100.0%	0.00	0.00
	GRAND TOTAL	$24,385.00	$22,640.00	$1,745.00	$0.00	$24,385.00	100.0%	$0.00	$0.00

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WASTE SOLUTIONS OF IOWA

INVOICE #	38487
ACCOUNT #	1963
AMOUNT	$ 466.49
DATE	Nov 17, 2025
DUE DATE	Dec 7, 2025

Waste Solutions of Iowa
5554 NE 14th St
Des Moines, IA 50313-1605

Pay Online
https://wastesoliowa-portal.navusoft.net/ login
or use **QUICK PAY CODE** 1A3DE

Ryan Company US, Inc.
533 S 3rd St
100
Minneapolis, MN 55415

Pay By Check PO Box 938
Des Moines IA 50304

Site 1963032 - RO - 500 Campus Dr - Ryan - 500 campus dr Bondurant, IA 50035 PO# 006777000

DATE	DESCRIPTION	PO #	QTY	RATE	TOTAL
11/17/25	30 Yard RO Removal\Pick Up		1	$ 304.00 each	304.00
11/17/25	Roll Off Disposal C&D		1.01	$ 55.00 per ton	55.55
11/16/25	Roll Off Daily Rental - Nov 05, Nov 06, Nov 07, Nov 08, Nov 09, Nov 10, Nov 11, Nov 12, Nov 13, Nov 14, Nov 15, Nov 16	006777000	12		96.00
	Fuel Surcharge				10.94
				Site Total	$ 466.49

INVOICE TOTAL **$ 466.49**

Invoice Inquiries contact us by calling us at (515) 288-0924

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United Rentals

RENTAL RETURN INVOICE

255909275-001

BRANCH A35
5765 NE 22ND ST
DES MOINES IA 50313-2554
515-265-5608

Job Site

NEW FIRE STATION
1409 COURTYARD DR. SE
BONDURANT IA 50035

Office: 515-309-8500

RYAN COMPANIES US DES MOINES
533 S 3RD ST STE 100
MINNEAPOLIS MN 55415-7521

Customer #	: 4584498
Invoice Date	: 11/25/25
Rental Out	: 11/24/25 08:00 AM
Rental In	: 11/24/25 03:00 PM
UR Job Loc	: 1409 COURTYARD DR. S
UR Job #	: 41
Customer Job ID:	
P.O. #	: 6777 FIRE STATION
Ordered By	: RON EMBREY
Reserved By	: CHRISTOPHER MAHER
Salesperson	: PAUL MAYBERGER

Invoice Amount: $635.24

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4844
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11130936	SCISSOR LIFT 19' ELECTRIC Make: GENIE Model: GS-1930 Serial: GS30P-196356 Meter out: 154.90 Meter in: 155.10	149.00	149.00	305.00	481.00	149.00
1	12015590	SCISSOR LIFT 19' ELECTRIC Make: GENIE Model: GS-1932 E-DRIVE Serial: GS30P-216832 Meter out: 20.50 Meter in: 20.60	149.00	149.00	305.00	481.00	149.00

Rental Subtotal: 298.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	5.960	EACH	5.96
1	DELIVERY CHARGE		155.000	EACH	155.00
1	PICKUP CHARGE		155.000	EACH	155.00

Sales/Misc Subtotal: 315.96

Agreement Subtotal: 613.96
Tax: 21.28
Total: 635.24

COMMENTS/NOTES:

ONSITE CONTACT: RON EMBREY
CELL#: 515-321-0278
EAST SIDE OF LOT ON SOUTH SIDE OF GRASS
LINE.

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

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The UPS Store #4642
2310 Se Delaware Ave Ste G
Ankeny, IA 50021-4767
515-965-8412

Terminal....: POS4842A Date.: 11/20/2025
Employee....: 120916 Time.: 03:06 PM
Cashier's Name Raymond

ITEM NAME	QTY	PRICE	TOTAL
Ground Commercial			$24.14
	1 @	$24.14	
Tax			$0.00

MM1FK8S7PFBFB
Tracking Number - 1ZE3Y1670300511944

Subtotal	$24.14
Shipping/Other Charges	$0.00
Total tax	$0.00
Total	$24.14
Cards	$24.14

Items Designated NR are NOT eligible
for Returns, Refunds or Exchanges.

US Postal Rates Are Subject to Surcharge.

1Z511204842A045988

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https://www.theupsstore.com/privacy-policy

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Tell us how we're doing for your chance to win a $250 Amazon.com® Gift Card, a $100 Amazon.com® Gift Card, or a $50 Amazon.com® Gift Card each month. Scan the QR code or go to the link to take the survey.

https://www.theupsstore.com/pr

NO PURCHASE NECESSARY. Void where prohibited. Ends 1/31/26. Must be US resident 18 years or older to enter. Limit (1) entry per person per month.
For Official Rules visit
https://www.TheUPSStore.com/surveyrules2025

Need Package Help?

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AIA Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Core Construction Services LLC
3093 NW Prairie Ln
Des Moines, Iowa 50313

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 19
PERIOD TO: 11/30/25
CONTRACT FOR: 00072253OS
CONTRACT DATE: 08/16/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 730,000.00
2. Net Change by Change Orders		$ 179,543.80
3. CONTRACT SUM TO DATE (Line 1+2)		$ 909,543.80
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 909,543.80
5. RETAINAGE:		
a. 5.0% of Completed Work		
(Column D + E on G703)	$ 45,477.20	
b. 0.0% of Stored Material		
(Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 45,477.20
6. TOTAL EARNED LESS RETAINAGE		$ 864,066.60
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		$ 847,657.25
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE		$ 16,409.35
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	$ 45,477.20	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$178,188.80	$(10,633.00)
Total approved this Month	$11,988.00	$0.00
TOTALS	$190,176.80	$(10,633.00)
NET CHANGES by Change Order		$ 179,543.80

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: Core Construction Services LLC

By: Mike Ogle Date: December 02, 2025

State of: County of:

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 16,409.35

(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:

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.

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AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 19
APPLICATION DATE: 12/04/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	General Conditions	78,231.00	78,231.00	0.00	0.00	78,231.00	100.0%	0.00	3,911.55
	Rough Carpentry L	62,103.00	62,103.00	0.00	0.00	62,103.00	100.0%	0.00	3,105.15
	Rough Carpentry M	19,970.00	19,970.00	0.00	0.00	19,970.00	100.0%	0.00	998.50
	Wood Decking M	100,076.00	100,076.00	0.00	0.00	100,076.00	100.0%	0.00	5,003.80
	casework labor	31,200.00	31,200.00	0.00	0.00	31,200.00	100.0%	0.00	1,560.00
	casework Material	82,266.00	82,266.00	0.00	0.00	82,266.00	100.0%	0.00	4,113.30
	FRP Labor	520.00	520.00	0.00	0.00	520.00	100.0%	0.00	26.00
	FRP Material	400.00	400.00	0.00	0.00	400.00	100.0%	0.00	20.00
	Access Doors	500.00	500.00	0.00	0.00	500.00	100.0%	0.00	25.00
	Door Frames Labor	27,845.00	27,845.00	0.00	0.00	27,845.00	100.0%	0.00	1,392.25
	Door Hardware M	44,370.00	44,370.00	0.00	0.00	44,370.00	100.0%	0.00	2,218.50
	Doors & HW Labor	19,422.00	19,422.00	0.00	0.00	19,422.00	100.0%	0.00	971.10
	HM Door & Frame M	38,324.00	38,324.00	0.00	0.00	38,324.00	100.0%	0.00	1,916.20
	Sound Door Material	25,210.00	25,210.00	0.00	0.00	25,210.00	100.0%	0.00	1,260.50
	Wood Door Material	6,311.00	6,311.00	0.00	0.00	6,311.00	100.0%	0.00	315.55
	OFCI Labor	1,920.00	1,920.00	0.00	0.00	1,920.00	100.0%	0.00	96.00
	Specialties Labor	17,322.00	17,322.00	0.00	0.00	17,322.00	100.0%	0.00	866.10

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	VDB Material	18,801.00	18,801.00	0.00	0.00	18,801.00	100.0%	0.00	940.05
	Toilet Partitions M	3,737.00	3,737.00	0.00	0.00	3,737.00	100.0%	0.00	186.85
	Coner Guard Material	3,778.00	3,778.00	0.00	0.00	3,778.00	100.0%	0.00	188.90
	Toilet Access. M	11,034.00	11,034.00	0.00	0.00	11,034.00	100.0%	0.00	551.70
	AED Cabinet	200.00	200.00	0.00	0.00	200.00	100.0%	0.00	10.00
	Emergency Key Cabine	500.00	500.00	0.00	0.00	500.00	100.0%	0.00	25.00
	FEC Materail	1,371.00	1,371.00	0.00	0.00	1,371.00	100.0%	0.00	68.55
	Metal Lockers M	32,300.00	32,300.00	0.00	0.00	32,300.00	100.0%	0.00	1,615.00
	Locker Install	15,600.00	15,600.00	0.00	0.00	15,600.00	100.0%	0.00	780.00
	Plam Clad Locker M	20,600.00	20,600.00	0.00	0.00	20,600.00	100.0%	0.00	1,030.00
	Flagpoles Materail	3,625.00	3,625.00	0.00	0.00	3,625.00	100.0%	0.00	181.25
	Window Shades L	7,566.00	7,566.00	0.00	0.00	7,566.00	100.0%	0.00	378.30
	Saunas Labor	4,800.00	4,800.00	0.00	0.00	4,800.00	100.0%	0.00	240.00
	Window Shades M	22,695.00	22,695.00	0.00	0.00	22,695.00	100.0%	0.00	1,134.75
	Saunas Material	12,798.00	12,798.00	0.00	0.00	12,798.00	100.0%	0.00	639.90
	Benches Material	5,255.00	5,255.00	0.00	0.00	5,255.00	100.0%	0.00	262.76
	Bike Racks M	1,850.00	1,850.00	0.00	0.00	1,850.00	100.0%	0.00	92.50
	Site Furnishing L	1,260.00	1,260.00	0.00	0.00	1,260.00	100.0%	0.00	63.00
	Waste Receptacle M	6,240.00	6,240.00	0.00	0.00	6,240.00	100.0%	0.00	312.00
001000001	Per ITC #005 add 10 lockers t	9,953.00	9,953.00	0.00	0.00	9,953.00	100.0%	0.00	497.65
002000001	Per Core proposal dated 02.19.	1,980.00	1,980.00	0.00	0.00	1,980.00	100.0%	0.00	99.00
003000001	Per Core proposal dated 02.04.	3,888.00	3,888.00	0.00	0.00	3,888.00	100.0%	0.00	194.40
004000001	Provide permanent cores for al	1,846.00	1,846.00	0.00	0.00	1,846.00	100.0%	0.00	92.30
004000002	Provide door closers at doors	2,885.00	2,885.00	0.00	0.00	2,885.00	100.0%	0.00	144.25

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
004000003	Revised hardware for openings	3,115.00	3,115.00	0.00	0.00	3,115.00	100.0%	0.00	155.75
004000004	Install additional hardware no	2,160.00	2,160.00	0.00	0.00	2,160.00	100.0%	0.00	108.00
004000005	Subcontractor mark-up for hard	1,151.00	1,151.00	0.00	0.00	1,151.00	100.0%	0.00	57.55
004000006	Per Core proposal dated 02.19.	1,339.00	533.00	806.00	0.00	1,339.00	100.0%	0.00	66.95
005000001	Per Core proposal dated 5/23/2	18,530.00	18,530.00	0.00	0.00	18,530.00	100.0%	0.00	926.50
005000002	Per Core proposal dated 5/23/2	23,100.00	23,100.00	0.00	0.00	23,100.00	100.0%	0.00	1,155.00
005000003	Per Core proposal dated 5/23/2	99,800.00	99,800.00	0.00	0.00	99,800.00	100.0%	0.00	4,990.00
005000004	Per RFI #91 supply and instal	596.30	596.30	0.00	0.00	596.30	100.0%	0.00	29.81
006000001	Per owner request revise oven	(10,633.00)	(10,633.00)	0.00	0.00	(10,633.00)	100.0%	0.00	(531.65)
007000001	Per RFI #86 furnish a revised	433.00	433.00	0.00	0.00	433.00	100.0%	0.00	21.65
008000001	Per RFI 126 furnish the soap	2,933.50	2,933.50	0.00	0.00	2,933.50	100.0%	0.00	146.68
009000001	Per RFI 74 furnish and instal	2,679.00	0.00	2,679.00	0.00	2,679.00	100.0%	0.00	133.95
009000002	Per Ryan Co direction furnish	421.00	0.00	421.00	0.00	421.00	100.0%	0.00	21.05
009000003	Per Ryan Co direction swap ou	1,379.00	0.00	1,379.00	0.00	1,379.00	100.0%	0.00	68.95
010000001	Per RFI 137 furnish and insta	1,450.00	0.00	1,450.00	0.00	1,450.00	100.0%	0.00	72.50
010000002	Per Ryan Co grind down precas	960.00	0.00	960.00	0.00	960.00	100.0%	0.00	48.00
010000003	Per Ryan Co furnish and insta	9,578.00	0.00	9,578.00	0.00	9,578.00	100.0%	0.00	478.90
	GRAND TOTAL	$909,543.80	$892,270.80	$17,273.00	$0.00	$909,543.80	100.0%	$0.00	$45,477.20

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Docusign Envelope ID: 2411BB84-1E46-41FC-B5F3-102BDD6ED8AF

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Central States Roofing
1811 E Lincoln Way, Box 490
Ames, Iowa 50010

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 20
PERIOD TO: 12/31/25
CONTRACT FOR: 00072134OS
CONTRACT DATE: 08/21/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 299,700.00
2. Net Change by Change Orders		$ 18,875.00
3. CONTRACT SUM TO DATE (Line 1+2)		$ 318,575.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 318,575.00
5. RETAINAGE:		
a. 6.0% of Completed Work (Column D + E on G703)	$ 19,115.48	
b. 0.0% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 19,115.48
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 299,459.52
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 292,138.80
8. CURRENT PAYMENT DUE		$ 7,320.72
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 19,115.48	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$18,875.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$18,875.00	$0.00
NET CHANGES by Change Order		$ 18,875.00

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: Central States Roofing

By: Jordan Boock Date: December 16, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 7,320.72

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 20
APPLICATION DATE: 12/19/25
PERIOD TO: 12/31/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
000000001	Roofing	299,700.00	299,700.00	0.00	0.00	299,700.00	100.0%	0.00	15,344.20
001000001	Per Central States proposal da	7,783.00	7,783.00	0.00	0.00	7,783.00	100.0%	0.00	0.00
002000001	Per RFI 58 add insulation at	3,373.00	0.00	3,373.00	0.00	3,373.00	100.0%	0.00	1,146.82
002000002	Add walkway pads at solar pane	6,104.00	0.00	6,104.00	0.00	6,104.00	100.0%	0.00	2,075.36
002000003	Added labor for temporary roof	1,615.00	0.00	1,615.00	0.00	1,615.00	100.0%	0.00	549.10
	GRAND TOTAL	**$318,575.00**	**$307,483.00**	**$11,092.00**	**$0.00**	**$318,575.00**	**100.0%**	**$0.00**	**$19,115.48**

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AIA Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
PERFORMANCE CONTRACTING, INC.
11145 Thompson Ave.
Lenexa, Kansas 66219

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 19
PERIOD TO: 11/30/25
CONTRACT FOR: 00071800OS
CONTRACT DATE: 08/21/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 526,905.00
2. Net Change by Change Orders		$ 52,839.61
3. CONTRACT SUM TO DATE (Line 1+2)		$ 579,744.61
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 579,744.60
5. RETAINAGE:		
a. 5.0% of Completed Work		
(Column D + E on G703)	$ 28,987.23	
b. 0.0% of Stored Material		
(Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 28,987.23
6. TOTAL EARNED LESS RETAINAGE		$ 550,757.37
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		$ 533,919.57
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE		$ 16,837.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	$ 28,987.24	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$35,115.61	$0.00
Total approved this Month	$17,724.00	$0.00
TOTALS	$52,839.61	$0.00
NET CHANGES by Change Order		$ 52,839.61

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: PERFORMANCE CONTRACTING, INC.

By: Illia Trenary Date: December 02, 2025

State of: County of:

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 16,837.80

(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:

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.

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AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 19
APPLICATION DATE: 12/04/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
000000001	Mobilization	14,000.00	14,000.00	0.00	0.00	14,000.00	100.0%	0.00	700.00
000000002	Submittals/shop drawings/Engineering/deposits	22,089.00	22,089.00	0.00	0.00	22,089.00	100.0%	0.00	1,104.45
000000003	ExtFrmg/Sheathing/Sprayfoam/airbarrier mat	42,199.00	42,199.00	0.00	0.00	42,199.00	100.0%	0.00	2,109.95
000000004	ExtFrmg/Sheathing/SprayFoam/Airbarrier Lbr	59,485.00	59,485.00	0.00	0.00	59,485.00	100.0%	0.00	2,974.26
000000005	Interior Layout and Framing Material	42,192.00	42,192.00	0.00	0.00	42,192.00	100.0%	0.00	2,109.60
000000006	Interior Layout and Framing Labor	68,840.00	68,840.00	0.00	0.00	68,840.00	100.0%	0.00	3,441.99
000000007	Gyp Board intall/Taping/Sealants Materials	60,648.00	60,648.00	0.00	0.00	60,648.00	100.0%	0.00	3,032.40
000000008	Gyp Board install/Taping/Sealants Labor	75,640.00	75,640.00	0.00	0.00	75,640.00	100.0%	0.00	3,782.00
000000009	Acoustical/Specialty Ceilings/Wall Panels Material	65,145.00	65,145.00	0.00	0.00	65,145.00	100.0%	0.00	3,257.25
000000010	Acoustical/Specialty Ceilings/Wall Panels Labor	27,919.00	27,918.99	0.00	0.00	27,918.99	100.0%	0.01	1,395.94
000000011	Composite Wall Panels Material	33,149.00	33,149.00	0.00	0.00	33,149.00	100.0%	0.00	1,657.45
000000012	Composite Wall Panels Labor	15,599.00	15,599.00	0.00	0.00	15,599.00	100.0%	0.00	779.96
001000001	Per ITC 07 revised parapet bl	4,171.00	4,171.00	0.00	0.00	4,171.00	100.0%	0.00	208.55
002000001	Per proposal dated 04.16.25 f	13,892.00	13,892.00	0.00	0.00	13,892.00	100.0%	0.00	694.60

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
003000001	Per PCI proposal dated 05.13.2	1,219.00	1,219.00	0.00	0.00	1,219.00	100.0%	0.00	60.95
003000002	Per PCI proposal dated 04.25.2	1,216.61	1,216.61	0.00	0.00	1,216.61	100.0%	0.00	60.83
003000003	Per PCI proposal dated 05/27/2	3,543.00	3,543.00	0.00	0.00	3,543.00	100.0%	0.00	177.15
003000004	Per RFI 55 and PCI proposal da	2,740.00	2,740.00	0.00	0.00	2,740.00	100.0%	0.00	137.00
003000005	Per RFI 86 and PCI proposal da	864.00	864.00	0.00	0.00	864.00	100.0%	0.00	43.20
004000001	Per RFI #90 and Elite proposal	393.00	393.00	0.00	0.00	393.00	100.0%	0.00	19.65
005000001	Per proposal dated 07.18.25 m	1,557.00	1,557.00	0.00	0.00	1,557.00	100.0%	0.00	77.85
006000001	Per RFI #87 revise framing fo	504.00	504.00	0.00	0.00	504.00	100.0%	0.00	25.20
006000002	Per RFI #105 furnish and inst	1,826.00	1,826.00	0.00	0.00	1,826.00	100.0%	0.00	91.30
006000003	Per Ryan Co direction rework	1,003.00	1,003.00	0.00	0.00	1,003.00	100.0%	0.00	50.15
006000004	Per Ryan Co direction replace	1,323.00	1,323.00	0.00	0.00	1,323.00	100.0%	0.00	66.15
006000005	Per Ryan Co direction patch	494.00	494.00	0.00	0.00	494.00	100.0%	0.00	24.70
006000006	Per Ryan Co direction drywall	370.00	370.00	0.00	0.00	370.00	100.0%	0.00	18.50
007000001	TM tag EX01600 framing rewor	328.00	0.00	328.00	0.00	328.00	100.0%	0.00	16.40
007000002	TM tag EX01612 drywall rewor	109.00	0.00	109.00	0.00	109.00	100.0%	0.00	5.45
007000003	TM tag EX01616 drywall rewor	109.00	0.00	109.00	0.00	109.00	100.0%	0.00	5.45
007000004	TM tag EX01632 drywall patch	627.00	0.00	627.00	0.00	627.00	100.0%	0.00	31.35
007000005	Per PCI proposal dated 07232	2,132.00	0.00	2,132.00	0.00	2,132.00	100.0%	0.00	106.60
007000006	Per PCI proposal dated 09102	98.00	0.00	98.00	0.00	98.00	100.0%	0.00	4.90
007000007	Per PCI proposal dated 07242	2,435.00	0.00	2,435.00	0.00	2,435.00	100.0%	0.00	121.75
007000008	Remove ACT ceiling in Storage	(786.00)	0.00	(786.00)	0.00	(786.00)	100.0%	0.00	(39.30)
007000009	Per PCI proposal dated 09102	92.00	0.00	92.00	0.00	92.00	100.0%	0.00	4.60
007000010	Per Ryan Co request remove an	229.00	0.00	229.00	0.00	229.00	100.0%	0.00	11.45
007000011	Per Ryan co request rework	363.00	0.00	363.00	0.00	363.00	100.0%	0.00	18.15

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Docusign Envelope ID: 2411BB84-1E46-41FC-B5F3-102BDD6ED8AF

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
007000012	Confirm 104 had 9 workers C	4,095.00	0.00	4,095.00	0.00	4,095.00	100.0%	0.00	204.75
007000013	COR 28 Per Ryan Co replace m	207.00	0.00	207.00	0.00	207.00	100.0%	0.00	10.35
007000014	COR 29 Electrical trade damag	92.00	0.00	92.00	0.00	92.00	100.0%	0.00	4.60
007000015	COR 31 Misc trade damage thr	2,620.00	0.00	2,620.00	0.00	2,620.00	100.0%	0.00	131.00
007000016	COR 32 Per Ryan Co patch tem	813.00	0.00	813.00	0.00	813.00	100.0%	0.00	40.65
007000017	COR 33 Per Ryan Co miscdry	719.00	0.00	719.00	0.00	719.00	100.0%	0.00	35.95
007000018	COR 8 Per ITC 10 furnish and	2,896.00	0.00	2,896.00	0.00	2,896.00	100.0%	0.00	144.80
007000019	COR 20 Per Ryan Co patch WT	546.00	0.00	546.00	0.00	546.00	100.0%	0.00	27.30
	GRAND TOTAL	$579,744.61	$562,020.60	$17,724.00	$0.00	$579,744.60	100.0%	$0.01	$28,987.23

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AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Dickerson Mechanical Inc
129 N West St, PO Box 134
Colfax, Iowa 50054

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 20
PERIOD TO: 12/31/25
CONTRACT FOR: 00071877OS
CONTRACT DATE: 08/16/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 976,400.00
2. Net Change by Change Orders		$ 52,570.00
3. CONTRACT SUM TO DATE (Line 1+2)		$ 1,028,970.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 1,028,970.00
5. RETAINAGE:		
a. 5.0% of Completed Work		
(Column D + E on G703)	$ 51,448.50	
b. 0.0% of Stored Material		
(Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 51,448.50
6. TOTAL EARNED LESS RETAINAGE		$ 977,521.50
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		$ 973,048.90
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE		$ 4,472.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	$ 51,448.50	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$53,432.00	$(3,725.00)
Total approved this Month	$2,863.00	$0.00
TOTALS	$56,295.00	$(3,725.00)
NET CHANGES by Change Order		$ 52,570.00

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: Dickerson Mechanical Inc

By: Lisa Booher Date: December 19, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 4,472.60

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 20
APPLICATION DATE: 12/19/25
PERIOD TO: 12/31/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
001000001	Temp Heat System Install	7,450.00	3,725.00	3,725.00	0.00	7,450.00	100.0%	0.00	372.50
002000001	Per RFI 96 re-route the 4" do	7,740.00	7,740.00	0.00	0.00	7,740.00	100.0%	0.00	387.00
003000001	Per owner request raise the f	687.00	687.00	0.00	0.00	687.00	100.0%	0.00	34.35
003000002	Per Ryan Co direction install	1,330.00	1,330.00	0.00	0.00	1,330.00	100.0%	0.00	66.50
004000001	Per Ryan Co request reconcile	(3,725.00)	0.00	(3,725.00)	0.00	(3,725.00)	100.0%	0.00	(186.25)
005000001	Per RFI 137 furnish and insta	34,380.00	34,380.00	0.00	0.00	34,380.00	100.0%	0.00	1,719.00
006000001	MEI Punchlist #222 - Rotate AC	855.00	0.00	855.00	0.00	855.00	100.0%	0.00	42.75
006000002	MEI Punchlist item #225 - Rota	990.00	0.00	990.00	0.00	990.00	100.0%	0.00	49.50
007000001	Per RFI 141 furnish and insta	1,108.00	0.00	1,108.00	0.00	1,108.00	100.0%	0.00	55.40
007000002	Per Ryan Co furnish and insta	1,755.00	0.00	1,755.00	0.00	1,755.00	100.0%	0.00	87.75
01	Sanitary Sewer Below Grade Material	57,810.00	57,810.00	0.00	0.00	57,810.00	100.0%	0.00	2,890.50
02	Sanitary Sewer Below Grade Labor	36,322.00	36,322.00	0.00	0.00	36,322.00	100.0%	0.00	1,816.10
03	Sanitary Sewer Above Grade Material	129,914.00	129,914.00	0.00	0.00	129,914.00	100.0%	0.00	6,495.70
04	Sanitary Sewer Above Grade Labor	55,702.00	55,702.00	0.00	0.00	55,702.00	100.0%	0.00	2,785.10
05	Sand Oil Sewer & Vents Material	21,415.00	21,415.00	0.00	0.00	21,415.00	100.0%	0.00	1,070.75
06	Sand Oil Sewer & Vents Labor	22,402.00	22,402.00	0.00	0.00	22,402.00	100.0%	0.00	1,120.10
07	Domestic Water Material	142,752.00	142,752.00	0.00	0.00	142,752.00	100.0%	0.00	7,137.60

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
08	**Domestic Water Labor**	63,202.00	63,202.00	0.00	0.00	63,202.00	100.0%	0.00	3,160.10
09	**Plumbing Fixtures Material**	215,225.00	215,225.00	0.00	0.00	215,225.00	100.0%	0.00	10,761.25
10	**Plumbing Fixtures Labor**	43,902.00	43,902.00	0.00	0.00	43,902.00	100.0%	0.00	2,195.10
11	**Airlines Compressors Material**	102,592.00	102,592.00	0.00	0.00	102,592.00	100.0%	0.00	5,129.60
12	**Airlines Compressors Labor**	8,802.00	8,802.00	0.00	0.00	8,802.00	100.0%	0.00	440.10
13	**Inuslation**	50,360.00	50,360.00	0.00	0.00	50,360.00	100.0%	0.00	2,518.00
14	**Mobilization**	26,000.00	26,000.00	0.00	0.00	26,000.00	100.0%	0.00	1,300.00
	GRAND TOTAL	**$1,028,970.00**	**$1,024,262.00**	**$4,708.00**	**$0.00**	**$1,028,970.00**	**100.0%**	**$0.00**	**$51,448.50**

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AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, Minnesota 55415

FROM CONTRACTOR:
Jordison Construction, Inc.
12014 Ridgemont Drive
Urbandale, Iowa 50323

PROJECT:
Bondurant ESF - CMR
500 Campus Dr. SE
Bondurant, Iowa 50035

VIA ARCHITECT:

APPLICATION NO: 20
PERIOD TO: 12/31/25
CONTRACT FOR: 00072523OS
CONTRACT DATE: 08/21/24
PROJECT NOS: 006777000

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM		$ 606,900.00
2. Net Change by Change Orders		$ 6,909.00
3. CONTRACT SUM TO DATE (Line 1+2)		$ 613,809.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$ 613,809.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	$ 30,690.46	
b. 0.0% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 30,690.46
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 583,118.54
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 576,554.99
8. CURRENT PAYMENT DUE		$ 6,563.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 30,690.46	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$6,909.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$6,909.00	$0.00
NET CHANGES by Change Order		$ 6,909.00

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: Jordison Construction, Inc.

By: Annie Gaster Date: December 17, 2025

State of: County of:

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 6,563.55

(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:

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 20
APPLICATION DATE: 12/19/25
PERIOD TO: 12/31/25
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
000000001	Site Concrete	606,900.00	606,900.00	0.00	0.00	606,900.00	100.0%	0.00	30,345.01
001000001	Provide concrete bases for 8	3,350.00	0.00	3,350.00	0.00	3,350.00	100.0%	0.00	167.50
001000002	Remove concrete spoils from ci	644.00	0.00	644.00	0.00	644.00	100.0%	0.00	32.20
001000003	Provide footing for monument s	2,915.00	0.00	2,915.00	0.00	2,915.00	100.0%	0.00	145.75
	GRAND TOTAL	$613,809.00	$606,900.00	$6,909.00	$0.00	$613,809.00	100.0%	$0.00	$30,690.46

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MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 03/09/26

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

COVE BASE ADH SPREADER		
7097902		2.96
AA 16PK ENERGIZER MAX		
5755911		11.39
TEC WALL BASE ADHESIVE		
7056516	2 @4.97	9.94
TOTAL		24.29
TAX ALTOONA-IA 7%		1.70
TOTAL SALE		25.99
VISA CREDIT 7587		25.99

PO #
Auth Code:015286
Chip Inserted
a0000000031010
ARQC - 8873a296aa3c1bf8

TOTAL NUMBER OF ITEMS = 4

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Calleen

50982 09 5723 12/09/25 01:53PM 3153

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City of Des Moines
719828
Des Moines, 50309
SOUTHLAND PRINTING
SHREVEPORT, LA.
E2 #001098 Gra 11/21/25 10:36
Receipt 04380

Short term parking tkt
E2&G No. 099719
11/21/25 07:13
11/21/25 10:36
Period 0d3h24'

$4.00

Total $4.00

Payment Received
CARD **********7587
AUTHORIZATION 003574
TOTAL USD$4.00

APPROVED

Sub Total $4.00

3C50C1F9 - 1/1

Docusign Envelope ID: 2411BB84-1E46-41FC-B5F3-102BDD6ED8AF



City of Des Moines
Des Moines, 50309
E2&G 11/19/25 11:41
Receipt 03697

Short-term parking tkt
E2&G - No. 097068
11/19/25 10:19
11/19/25 11:41
Period 0d1h23'

$2.00

Total $2.00

Payment Received
CARD **********7587
AUTHORIZATION 017249
TOTAL USD$2.00

APPROVED

Sub Total $2.00

CDD890E1 - 1/1

Docusign Envelope ID: 2411BB84-1E46-41FC-B5F3-102BDD6ED8AF



City of Des Moines
Des Moines, 50309
SHREVEPORT, LA.
SOUTHLAND PRINTING
E/T 11/19/25 15:37
Receipt 03841

Short term parking tkt
E/&G No 09/447
11/19/25 13:42
11/19/25 15:37
Period 0dlh56'

$2.00

Total $2.00

Payment Received
CARD **********7587
AUTHORIZATION 087489
TOTAL USD$2.00

APPROVED

Sub Total $2.00

Docusign Envelope ID: 2411BB84-1E46-41FC-B5F3-102BDD6ED8AF



City of Des Moines
Des Moines, 50309
719750
SOUTHLAND PRINTING
SHREVEPORT, LA.
E2 Gra 11/17/25 11:05
Receipt 02943

Short term parking tkt
E2&G No. 092468
11/17/25 08:40
11/17/25 11:05
Period 0d2h26'

$3.00

Total $3.00

Payment Received
CARD **********7587
AUTHORIZATION 072344
TOTAL USD$3.00

APPROVED

Sub Total $3.00

DC7C69FD - 1/1

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.j.
For Meeting of 2/2/2026
Resolution

TITLE: - Resolution approving pay request no. 3 (Release of Retainage) to Legacy Construction for the Wolf Creek Basketball Court Project in the amount of $9,839.50

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff would recommend to Council the approval of the attached resolution to approve pay app #3 (Release of Retainage) in the amount of $9,839.50 related to the Wolf Creek Basketball Court Project.
As a reminder the Wolf Creek Basketball Court project is a new basketball court being constructed at Wolf Creek Park. This is a half-court that will also have stripping for residents to play pickleball. The court is situated in the open space just East of the playground.

This pay application has been reviewed by city staff for accuracy and is for Release of Retainage for the project.

FUNDING SOURCE: Budgeted CIP Park Funds

STAFF RECOMMENDATION: Staff would recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-36
2. Wolf Creek Pay Request No. 3

CITY OF BONDURANT
RESOLUTION NO. 260202-36

RESOLUTION APPROVING PAY REQUEST NO. 3 (RELEASE OF RETAINAGE) TO LEGACY CONSTRUCTION FOR THE WOLF CREEK BASKETBALL COURT PROJECT IN THE AMOUNT OF $9,839.50

WHEREAS the Wolf Creek Basketball Court Project Pay Request No. 3 was submitted on January 23rd, 2026; AND

WHEREAS the pay request no. 3 is for release of retainage on the Wolf Creek Basketball Court Project through January 23rd, 2026; AND

WHEREAS City Staff have reviewed the pay application for accuracy;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 3 (Release of Retainage) to Legacy Construction in the amount of $9,839.50 is hereby approved.

Passed This 2nd day of February 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				

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT G702

To Owner:	Project: Wolf Creek Pickleball/Basketball	Application No:	Distribution To:
		Period To:	Owner yes/no
		Contract For:	Architect yes/no
From Contractor: Legacy Construction	Via Architect:	Contract Date:	Contractor yes/no
		Project Nos:	Field yes/no
			Other yes/no

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract. Continuation Sheet, Document G703, is attached.

1. Original Contract Sum		$96,757.00
2. Net Change By Change Orders		$0.00
3. Contract Sum to Date *(Line 1+2)*		$96,757.00
4. Total complete & Stored To Date *(Column G on G703)*		$96,575.00
5. Retainage		
a. 10.00% *of Completed Work* *(Column D + E on G703)*	$9,657.50	
b. 10.00% *of Stored Material* *(Column F on G703)*	$0.00	
Total Retainage (Lines 5a + 5b, or Total In Column 1 of G703)		$9,657.50
6. Total Earned Less Retainage *(Line 4 less Line 5 Total)*		$86,917.50
7. Less Previous Certificates For Payment *(Line 6 from prior Certificate)*		$0.00
8. Current Payment Due		**$9,839.50**
9. Balance To Finish, Including Retainage *(Line 3 less Line 6)*		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTAL	$0.00	$0.00
NET CHANGES by Change Order		$0.00

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 completed in accordance with the Contract Documents, that all amounts have been and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:_____ County of : _____

Subscribed and sworn to before me this day of 25

Notary Public:

My Commission Expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his 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 $9,839.50

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

ARCHITECT:

By: John Horton Date: 1/27/2026

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.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.k.
For Meeting of 2/2/2026
Resolution

TITLE: - Resolution authorizing the purchase of an accessible kayak launch in the amount of $44,698 following occurrence of the preconstruction meeting for inclusion in The Garden Project

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The proposed resolution authorizes the direct purchase by the City of an accessible kayak launch system in the amount of $44,698 to be installed as part of The Garden Project. The kayak launch will be purchased directly by the City from AccuDock following the occurrence of the project preconstruction meeting and will be installed by the project's construction contractor as part of The Garden Project. Direct purchase of this specialty equipment allows the City to ensure the selected system meets accessibility standards and project specifications.

The City is grateful to Polk County, BRAVO, the Bondurant Chamber, The Bondurant Community Foundation, and AARP for the financial support for this project.

FUNDING SOURCE: Capital Fund supported by GO Debt Service levy, TIF, LOSST, and Grants

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-37
2. Accudock Price

CITY OF BONDURANT
RESOLUTION NO. 260202-37

A RESOLUTION AUTHORIZING THE PURCHASE OF AN ACCESSIBLE KAYAK LAUNCH IN THE AMOUNT OF $44,698 FOLLOWING OCCURRENCE OF THE PRECONSTRUCTION MEETING FOR INCLUSION IN THE GARDEN PROJECT

WHEREAS the City of Bondurant has undertaken The Garden Project, a public improvement project intended to enhance outdoor recreation, accessibility, and community amenities; AND

WHEREAS the Bondurant City Council previously awarded a bid for construction of The Garden Project and subsequently approved a construction change order deduct to refine project scope while maintaining the overall project vision; AND

WHEREAS the inclusion of an accessible kayak launch as part of The Garden Project supports the City's goals related to universal access, inclusive recreation, and compliance with accessibility standards; AND

WHEREAS the City has received a quote from AccuDock for an accessible kayak launch system in the total amount of $44,698, which includes all necessary components for an ADA-compliant installation while aligning with the vision of The Garden Project; AND

WHEREAS the direct purchase of this specialty equipment by the City allows for greater assurance that the selected system meets project specifications and accessibility requirements; AND

WHEREAS the City wishes to express appreciation to Polk County, BRAVO, the Bondurant Chamber, The Bondurant Community Foundation, and AARP for the financial support for The Garden; AND

WHEREAS the accessible kayak launch will be purchased directly by the City following the occurrence of the project preconstruction meeting and will be installed by the project's construction contractor as part of The Garden Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, the City Council hereby authorizes the direct purchase of an accessible kayak launch system from AccuDock in the amount of $44,698 with such purchase to occur following the occurrence of the preconstruction meeting for The Garden Project.

Passed this 2nd day of February 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				

AccuDock
1790 SW 13th Court
Pompano Beach, FL 33069
+19547857557
info@accudock.com

INVOICE

BILL TO
Shive-Hattery
4125 Westown Parkway
Suite 100
West Des Moines, IA 50266
David Fliehler
515-223-8104

SHIP TO
Shive-Hattery
4125 Westown Parkway
Suite 100
West Des Moines, IA 50266
David Fliehler
515-223-8104

INVOICE # 12573
DATE 01/27/2026
DUE DATE 02/17/2026
TERMS Due on Shipment

SHIP VIA	TRACKING NO.	SALES REP	DESCRIPTION
Flatbed	dfliehler@shive-hattery.com	BT	16’ x 18’ ADA Dock DECKED

DATE	ACTIVITY	QTY	RATE	AMOUNT
	FFLT-0488 4’ x 8’ x 8" Framed Float	3	999.00	2,997.00T
	FFLT-0588 5’ x 8’ x 8" Framed Float	4	1,099.00	4,396.00T
	FFLT-0568 5’ x 6’ x 8" Framed Float	2	979.00	1,958.00T
	CON-S20 S-Style Connector w/ Frame add-on	11	32.00	352.00T
	CON-TC1 TC-Style Connector 1	3	60.00	180.00T
	CON-H10 H-Style Connector	1	60.00	60.00T
	CON-UW3 3’ Underwater Connector	1	199.00	199.00T
	ACC-312SF 3’ x 12’ Safe Launch Platform w/ accessory kit	1	1,099.00	1,099.00T
	ACC-TRF Accudock ADA Transfer Platform with overhead grab rail, and specifically designed angled overhead assist bar	1	4,000.00	4,000.00T
	ACC-SR2 Side Railing - Kayak Accessory	2	179.00	358.00T
	ACC-EDGE 2-1/2" Edge/ Roll Off Guard	65	22.00	1,430.00T
	ACC-ADECK PVC Decking - Color TBD. Price per sq. foot	332	26.00	8,632.00T
	ATT-PHD HD Piling Hoop design with 4 rollers	4	369.00	1,476.00T

DATE	ACTIVITY	QTY	RATE	AMOUNT
	GANG-5X30 5’ x 34’ ADA Aluminum Gangway with aluminum non skid decking and side railings	1	11,900.00	11,900.00T
	GAN-HP5 5’ Landside Hinge Plate	1	549.00	549.00T
	GAN-RA Gangway Roller Assembly	1	299.00	299.00T
	GAN-RP Roller Pad w/ Hardware	1	299.00	299.00T
	GAN-TP5 Transition Plate 5’ width	1	619.00	619.00T

Thank you for your business!
All Sales Are Final.
Shipping Costs include Processing and Handling

Ways to pay

BANK

View and pay

SUBTOTAL	40,803.00
TAX (0%)	0.00
SHIPPING	3,895.00
TOTAL	44,698.00
BALANCE DUE	**$44,698.00**

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.l.
For Meeting of 2/2/2026
Resolution

TITLE: - Resolution authorizing staff to seek competitive quotes for the Grant Street North Sidewalk Project

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: The attached resolution authorizes staff to begin seeking competitive quotes for the Grant Street North Sidewalk Project.

On August 18, 2025, the Bondurant City Council approved a professional services agreement with Shive-Hattery for design services related to the Grant Street North public sidewalk installation project to facilitate pedestrian connectivity to the high school/junior high area. The sidewalk project will extend from Aspen Drive NW north to Aaron Avenue NW, providing a safe pedestrian connection to the existing crosswalk near the Bondurant-Farrar High School campus.

LOCATION EXHIBIT



The anticipated project construction completion date is August 15, 2026 so that this enhanced pedestrian connectivity can be in place before the new school year.

The total estimated project cost allows the City to seek competitive quotes.

FUNDING SOURCE: General Fund, LOSST, and/or Grants

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-38
2. Grant Street, N Sidewalk Final Plans

CITY OF BONDURANT
RESOLUTION NO. 260202-38

RESOLUTION AUTHORIZING STAFF TO SEEK COMPETITIVE QUOTES FOR THE GRANT STREET NORTH SIDEWALK PROJECT

WHEREAS the City of Bondurant has identified the need to improve pedestrian connectivity along Grant Street North to enhance safety and access to the Bondurant-Farrar High School and Junior High School campus; AND

WHEREAS on August 18, 2025, the Bondurant City Council approved a professional services agreement with Shive-Hattery for design services related to the Grant Street North Sidewalk Project; AND

WHEREAS the Grant Street North Sidewalk Project will extend along the west side of Grant Street North from Aspen Drive NW to Aaron Avenue NW, providing a continuous and ADA-compliant pedestrian connection to the existing crosswalk near the Bondurant-Farrar High School campus; AND

WHEREAS the anticipated construction completion date for the project is August 15, 2026, in order for the sidewalk improvements to be in place prior to the start of the 2026–2027 school year; AND

WHEREAS the total estimated project cost allows the City to procure construction services through a competitive quote process in accordance with applicable state law; AND

WHEREAS the competitive quote documents and project plans have been prepared and are ready for release.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that City staff are hereby authorized to seek competitive quotes for construction of the Grant Street North Sidewalk Project.

Passed this 2nd day of February 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				

BONDURANT GRANT ST. NORTH SIDEWALK INFILL

CITY OF BONDURANT
BONDURANT, IA 50035

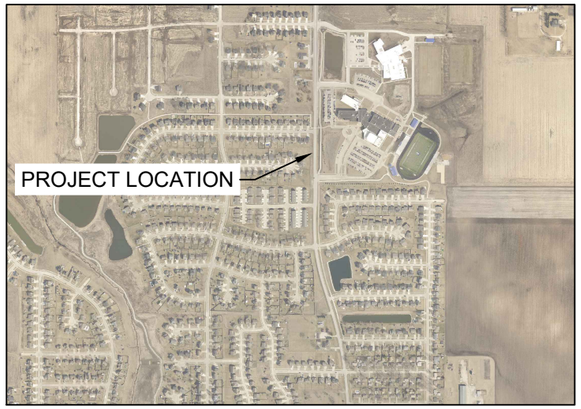
PROPERTY OWNER

CITY OF BONDURANT
ATTN: MARKETA OLIVER
200 2ND ST NE
BONDURANT, IA 50035

ARCHITECT/ENGINEER

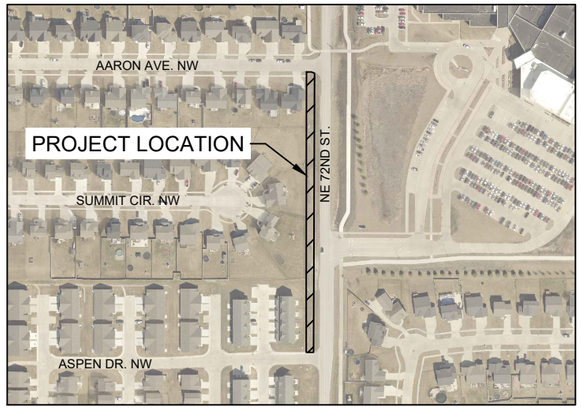
SHIVE-HATTERY, INC.
ATTN: DAVID FLIEHLER, PE
4125 WESTOWN PKWY, SUITE 100
WEST DES MOINES, IA 50266
PHONE: 515-223-8104

Sheet List Table	
Sheet Number	Sheet Title
C000	COVER SHEET
C001	CONSTRUCTION NOTES
C002	CONSTRUCTION NOTES
C003	CONSTRUCTION NOTES
CD01	OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN
CD02	EXISTING CONDITIONS AND DEMOLITION PLAN
C101	SITE AND UTILITY PLAN
C201	GRADING PLAN



VICINITY MAP

NTS



PROJECT LOCATION

NTS

CIVIL ENGINEER



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE 01-28-2026 DATE

PRINTED OR TYPED NAME DAVID R. FLIEHLER

LICENSE NUMBER 23509

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL
ALL SHEETS

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GRANT ST. NORTH SIDEWALK
CITY OF BONDURANT
–

DATE	12/1/2025	SCALE
DRAWN BY	BDD	FIELD BOOK
APPROVED BY	DRF	REVISION

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COVER SHEET

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GENERAL NOTES:

1. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP (PUBLIC OR PRIVATE) SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE IOWA STATEWIDE URBAN AND DESIGN AND SPECIFICATIONS (SUDAS), UNLESS OTHERWISE NOTED ON THE DRAWINGS.
2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL AGENCY CODES, STANDARDS AND SPECIFICATIONS.
3. ANY WORK REQUIRED TO COMPLETE THE SCOPE OF THIS PROJECT BUT NOT SPECIFICALLY CALLED OUT, SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. NO ADDITIONAL COMPENSATION TO BE ALLOWED FOR THE COMPLETION OF THIS WORK.
4. WORK WHICH DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT WILL BE CONSIDERED UNACCEPTABLE. UNACCEPTABLE WORK, WHETHER THE RESULT OF POOR WORKMANSHIP, USE OF DEFECTIVE MATERIALS, DAMAGE THROUGH CARELESSNESS OR ANY OTHER CAUSE, FOUND TO EXIST PRIOR TO THE FINAL ACCEPTANCE OF THE WORK, SHALL BE REMOVED AND REPLACED IN AN ACCEPTABLE MANNER, AS REQUIRED BY THE ENGINEER, AT THE CONTRACTOR'S EXPENSE. WORK DONE CONTRARY TO THE INSTRUCTIONS OF THE ENGINEER, WORK DONE BEYOND THE LINES SHOWN ON THE PLANS OR ANY EXTRA WORK DONE WITHOUT AUTHORITY WILL NOT BE PAID FOR.
5. STAGING LOCATION FOR CONSTRUCTION EQUIPMENT AND MATERIALS SHALL BE COORDINATED WITH AND APPROVED BY THE OWNER.
6. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
7. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND LICENSES FROM THE APPLICABLE GOVERNING AUTHORITIES.
8. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, COORDINATES, ELEVATIONS, SETBACKS, AND EASEMENTS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES SO THE CONFLICT MAY BE RESOLVED.
9. IF DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR FINDS ANY DISCREPANCIES OR CONFLICTS BETWEEN THE PROPOSED SITE IMPROVEMENTS INDICATED ON THE PLANS AND THE PHYSICAL CONDITIONS OF THE SITE, OR ANY ERRORS OR OMISSIONS WITHIN THE PLANS OR IN THE SITE LAYOUT AS PROVIDED BY THE ENGINEER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE ENGINEER. UNTIL AUTHORIZED TO PROCEED, ANY WORK PERFORMED BY THE CONTRACTOR AFTER SUCH A DISCOVERY WILL BE AT THE CONTRACTOR'S SOLE RISK AND EXPENSE.
10. PROTECT ALL EXISTING FEATURES (INCLUDING BUT NOT LIMITED TO WALLS, TREES, LANDSCAPING, DRIVEWAYS, SIDEWALKS, CURBS, PAVEMENT, UTILITIES, ETC.) NOT SPECIFICALLY NOTED FOR REMOVAL. FEATURES NOT DESIGNATED FOR REMOVAL THAT ARE DAMAGED OR REMOVED RESULTING FROM CONSTRUCTION TRAFFIC AND/OR OPERATIONS SHALL BE REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
11. CONTRACTOR SHALL ADJUST ALL VALVES, MANHOLES, CASTINGS, GAS VENTS, ETC., TO MATCH THE NEW SURFACE. ADJUSTMENT SHALL BE COORDINATED WITH THE UTILITY COMPANIES AND THE COST FOR ALL ADJUSTMENTS SHALL BE INCIDENTAL TO THE CONSTRUCTION. AT NO ADDITIONAL COST TO THE OWNER, REPAIR ANY DAMAGE TO SAID STRUCTURES AND APPURTENANCES THAT OCCUR DURING CONSTRUCTION.
12. CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST FORTY-EIGHT (48) HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED SITE IMPROVEMENTS SHOWN ON THE PLANS.
13. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES VERBAL NOTICE TO IOWA ONE-CALL BY CALLING 811 OR 1-800-292-8989, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS.
14. CONTRACTOR SHALL SCHEDULE A UTILITY LOCATING SERVICE AND/OR NOTIFY ALL UTILITY COMPANIES (GAS, ELECTRIC, TELEPHONE, CABLE, ETC.) AND THE LOCAL MUNICIPALITY TO DETERMINE THE LOCATION AND HORIZONTAL AND VERTICAL ELEVATION OF UNDERGROUND UTILITIES AND PROPOSED POINTS OF CONNECTION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION IN ORDER TO AVOID POTENTIAL CONFLICTS. IF CONFLICTS ARE FOUND, NOTIFY THE ENGINEER. IT IS ULTIMATELY THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING PUBLIC AND PRIVATE UTILITIES WHETHER INDICATED ON THE PLANS OR NOT AND TO HAVE THESE UTILITIES MARKED PRIOR TO CONSTRUCTION.
15. NOTIFY UTILITY COMPANIES WHOSE FACILITIES ARE SHOWN ON THE PLANS OR KNOWN TO BE WITHIN CONSTRUCTION LIMITS PRIOR TO EACH STAGE OF CONSTRUCTION. NOTIFY THE APPROPRIATE PUBLIC AND PRIVATE UTILITY OWNER A MINIMUM OF 48 HOURS PRIOR TO BEGINNING CONSTRUCTION ON ANY FACILITIES OWNED OR OPERATED BY THAT UTILITY.
16. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES/OWNERS REGARDING OUTAGES, RELOCATION, ADJUSTMENT, CONNECTIONS, OR TEMPORARY SUPPORT OF THEIR FACILITIES. COORDINATE ALL UTILITY OUTAGES WITH PROVIDER OF UTILITY A MINIMUM OF 12 BUSINESS DAYS IN ADVANCE.
17. THE MEANS OF THE WORK AND THE SAFETY OF THE CONTRACTOR'S EMPLOYEES ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. AT NO TIME WILL EITHER THE OWNER/OPERATOR OR THE ENGINEER TAKE RESPONSIBILITY FOR EITHER THE MEANS OF THE WORK OR THE SAFETY OF THE CONTRACTOR'S EMPLOYEES.
18. ALL OPEN EXCAVATIONS SHALL BE PROTECTED IN ACCORDANCE WITH REGULATORY REQUIREMENTS.
19. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE ON THE SITE THROUGHOUT THE PROJECT DURATION. ANY DAMAGE CAUSED BY A FAILURE TO MAINTAIN POSITIVE DRAINAGE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
20. CONSTRUCTION ACTIVITIES ARE TO BE LIMITED TO THE EXISTING RIGHT-OF-WAY, TEMPORARY CONSTRUCTION EASEMENTS, OR LIMITS OF THE PROJECT AS INDICATED ON THE PLANS. IF ADDITIONAL AREAS ARE NEEDED FOR STAGING, STORAGE, ETC., IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN WRITTEN PERMISSION FROM THE PROPERTY OWNER(S). COPIES OF THE AGREEMENTS SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE PRIOR TO THE USE OF THE PROPERTY.
21. ALL EMERGENCY ACCESS LANES WITHIN THE PROJECT AREA SHALL REMAIN IN SERVICE, CLEAN OF DEBRIS, AND ACCESSIBLE FOR USE BY EMERGENCY VEHICLES.
22. SITE CLEAN-UP TO BE PERFORMED ON A DAILY BASIS. SIDEWALKS, PARKING LOTS, ROADWAYS, ETC. WITHIN AND ADJACENT TO PROJECT LIMITS SHALL BE KEPT CLEAN AT ALL TIMES. ALL COSTS FOR CLEANING SHALL BE INCIDENTAL TO THE CONTRACT.
23. ALL INSPECTIONS REQUIRED FOR PUBLIC OR PRIVATE IMPROVEMENTS SHALL BE FACILITATED BY THE CONTRACTOR.
24. CONTACT THE OWNER FOR PROCEDURES FOR HANDLING CONTAMINATED SOILS IF LOCATED ON SITE.
25. PRIOR TO INITIAL ACCEPTANCE BY THE OWNER(S) AND/OR GOVERNING AUTHORITY, ALL WORK SHALL BE REVIEWED AND APPROVED BY THE OWNER AND MUNICIPALITY ENGINEER OR THEIR REPRESENTATIVE(S). THE CONTRACTOR SHALL GUARANTEE THEIR WORK FOR A PERIOD OF 12 (TWELVE) MONTHS FROM THE DATE OF SUBSTANTIAL COMPLETION AND SHALL BE HELD RESPONSIBLE FOR ANY DEFECTS IN MATERIAL OR WORKMANSHIP OF THIS WORK DURING THAT PERIOD AND UNTIL FINAL ACCEPTANCE IS MADE.
26. ALL TRAFFIC AND PEDESTRIAN CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PROVIDE TRAFFIC AND PEDESTRIAN CONTROL MEASURES (SIGNS, BARRICADES, FLAGGERS, ETC.) IN COMPLIANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION AND THE CITY OF BONDURANT STANDARDS.
27. WHEN PERFORMING WORK WITHIN THE PUBLIC RIGHT OF WAY, CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN TO CITY ENGINEER AT LEAST SEVEN (7) DAYS PRIOR TO STARTING WORK. IF THE AUTHORITY HAVING JURISDICTION REQUIRES ADDITIONAL TRAFFIC CONTROLS, IT SHALL BE INCIDENTAL TO THE PROJECT.
28. ALL PROPERTY MARKERS AND SURVEY REFERENCE MARKERS SHALL BE CAREFULLY PRESERVED DURING CONSTRUCTION UNTIL THEIR LOCATION HAS BEEN WITNESSED OR OTHERWISE TIED IN BY AN AUTHORIZED AGENT OR PROFESSIONALLY LICENSED SURVEYOR.
29. REPLACE ANY PROPERTY MONUMENTS REMOVED OR DESTROYED BY CONSTRUCTION. MONUMENTS SHALL BE SET BY A LAND SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF IOWA.
30. ALL CONSTRUCTION STAKING, LAYOUT, SCHEDULING, AND PAYMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

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GRANT ST. NORTH SIDEWALK
CITY OF BONDURANT
IA

DATE	12/1/2025	SCALE
DRAWN BY	BDD	FIELD BOOK
APPROVED BY	DRF	REVISION

2250012690

CONSTRUCTION NOTES

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SITE PREPARATION AND DEMOLITION NOTES:

1. ALL EXISTING BUILDINGS, FOUNDATIONS, CONCRETE OR ASPHALT PAVEMENT OR WALKS, CURB AND GUTTER, AND MISCELLANEOUS STRUCTURES (INCLUDING, BUT NOT LIMITED TO FENCES, POLES, YARD LIGHTS, ELECTRICAL PANELS, WHEEL STOPS, AND MISCELLANEOUS DEBRIS) NOTED TO BE REMOVED AND/OR EXCESS MATERIAL (EXCAVATED MATERIAL OR BROKEN CONCRETE) WHICH IS NOT DESIRABLE TO BE INCORPORATED INTO THE WORK INVOLVED ON THIS PROJECT SHALL BE DEMOLISHED, REMOVED FROM THE SITE, AND LEGALLY DISPOSED OF BY THE CONTRACTOR. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE WASTE AREAS OR LEGAL DISPOSAL SITES FOR DEMOLISHED ITEMS. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES. NO MATERIAL SHALL BE PLACED WITHIN THE EASEMENTS, UNLESS SPECIFICALLY STATED IN THE PLANS OR APPROVED BY THE ENGINEER. DISPOSAL SITES MUST BE APPROVED BY THE ENGINEER OR OWNER. CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND TEMPORARY HAUL ROADS TO PREVENT THE SPREAD OF DUST. OFF-SITE DISPOSAL SHALL BE IN ACCORDANCE WITH THE APPLICABLE GOVERNMENTAL REGULATIONS.
2. WHERE A SECTION OF PAVEMENT, CURB AND GUTTER, OR SIDEWALK IS CUT OR OTHERWISE DAMAGED BY THE CONTRACTOR, THE ENTIRE SECTION SHALL BE REMOVED AND REPLACED. PAVEMENT, CURBS, GUTTERS, AND SIDEWALKS SHALL BE REMOVED A MINIMUM OF TWO FEET BEYOND THE EDGE OF THE TRENCH CUT AND TO THE NEAREST JOINT.
3. DOUBLE SAWCUT EDGES OF PAVEMENT FULL DEPTH PRIOR TO REMOVAL TO PREVENT DAMAGE TO ADJACENT SLABS AND FIXTURES.
4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL TREES AND SHRUBS IN PROJECT AREA FROM DAMAGE DUE TO CONSTRUCTION ACTIVITY UNLESS SHOWN ON THE PLANS OR DIRECTED BY THE OWNER'S REPRESENTATIVE.
5. REMOVAL AND DISPOSAL OF EXISTING TREES AND SHRUBS WITHIN CONSTRUCTION LIMITS SHALL BE INCIDENTAL TO THE PROJECT. STUMPS ARE TO BE GROUND TO TWO FEET BELOW FINISHED GRADE. TREES THAT QUALIFY FOR ENDANGERED BAT HABITAT ARE TO BE FELLED BETWEEN OCTOBER 1ST AND MARCH 31ST.
6. CONTRACTOR SHALL COORDINATE ALL DEMOLITION WORK WITH THE MUNICIPALITY AND OWNER'S REPRESENTATIVE TO ENSURE PROTECTION AND MAINTENANCE OF EXISTING SITE FEATURES NOT NOTED FOR REMOVAL.
7. THE DEMOLITION PLAN IS INTENDED TO SHOW REMOVAL OF KNOWN SITE FEATURES AND UTILITIES AS SHOWN ON THE SURVEY PROVIDED TO THE ENGINEER FOR DESIGN. THERE MAY BE OTHER SITE FEATURES, UTILITIES, STRUCTURES, AND MISCELLANEOUS ITEMS BOTH BURIED AND ABOVE GROUND THAT ARE WITHIN THE LIMITS OF WORK THAT MAY REQUIRE REMOVAL FOR THE PROPOSED SITE IMPROVEMENTS BUT THAT ARE NOT SHOWN HEREIN. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF SUCH ITEMS.

GRADING NOTES:

1. ALL GRADING AND SITE PREPARATION WORK SHALL CONFORM WITH THE RECOMMENDATIONS AND SPECIFICATIONS CONTAINED IN THE GEOTECHNICAL REPORT AND SUDAS SECTION 2010.
2. NO ROCK EXCAVATION IS ANTICIPATED ON THIS PROJECT, SHOULD ROCK BE ENCOUNTERED DURING CONSTRUCTION, NOTIFY THE OWNER'S REPRESENTATIVE.
3. STRIP EXISTING VEGETATION WITHIN THE PROJECT LIMITS AND AREAS TO RECEIVE FILL. HAUL OFF SITE BY CONTRACTOR.
4. STRIP EXISTING TOPSOIL 6 INCHES DEEP WITHIN THE PROJECT LIMITS AND AREAS TO RECEIVE FILL. STOCKPILE TOPSOIL FOR REUSE. EXCESS TOPSOIL MAY BE STOCKPILED ON SITE AT A LOCATION APPROVED BY THE OWNER'S REPRESENTATIVE. NOTE TOPSOIL DEPTHS MAY VARY ON-SITE. REFER TO THE GEOTECHNICAL ENGINEERING REPORT FOR SPECIFIC TOPSOIL DEPTHS BASED UPON THE SOIL INVESTIGATIONS OF THE SITE.
5. PRIOR TO SUBGRADE PREPARATION, ANY EXISTING GRANULAR FILL SHALL BE REMOVED AND STOCKPILED FOR FUTURE USE.
6. SCARIFY AND RECOMPACT THE TOP 12 INCHES OF SUBGRADE IN ALL CUT AREAS AFTER ROUGH GRADING IS COMPLETED. COMPACT THE ENTIRE PAVING SUBGRADE TO 95% STANDARD PROCTOR DRY DENSITY TO WITHIN 12 INCHES OF FINAL SUBGRADE.
7. SUBGRADE PREPARATION SHALL BE A MINIMUM OF 1 FOOT DEEP AFTER FINE GRADING OR TRIMMING AND SHALL EXTEND TO A MINIMUM OF 2 FEET BEYOND THE EDGE OF THE PAVEMENT.
8. DO NOT PLACE, SPREAD, OR COMPACT ANY FILL MATERIAL DURING UNFAVORABLE WEATHER CONDITIONS AND DO NOT RESUME COMPACTION OPERATIONS UNTIL MOISTURE CONTENT AND DENSITY OF IN-PLACE FILL MATERIAL ARE WITHIN SPECIFIED LIMITS.
9. PLACE FILL MATERIAL IN 8 INCH MAXIMUM LIFTS.
10. FILL MATERIAL SHOULD CONSIST OF APPROVED MATERIALS WHICH SHALL BE SOIL OR SOIL AND ROCK MIXTURE FREE FROM ORGANIC MATTER AND OTHER DELETERIOUS SUBSTANCES. IT SHALL CONTAIN NO ROCKS OR LUMPS OF 6 INCHES IN GREATEST DIMENSION AND NOT MORE THAN 15% OF THE ROCKS OR LUMPS SHALL BE LARGER THAN 2-1/2 INCHES IN GREATEST DIMENSION.
11. GRADING TOLERANCES ARE AS FOLLOWS:
    a. UNPAVED AREAS NEAR BUILDINGS, PARKING AREAS AND SIDEWALKS: +/- 0.10 FEET
    b. UNPAVED AREAS AWAY FROM BUILDINGS, PARKING AREAS AND SIDEWALKS: +/-0.15 FEET
    c. GRADING SURFACES OF FILL UNDER BUILDING SLAB: +0.04 FEET TO -0.10 FEET
    d. SUBGRADE SURFACES: +/- 0.15 FEET
12. EVENLY RESPREAD TOPSOIL STOCKPILE TO A MINIMUM 6 INCHES DEPTH WITHIN PROPOSED PERVIOUS AREAS.
13. PROPOSED ELEVATIONS INDICATE FINISHED GRADE CONDITIONS. FOR ROUGH GRADING ELEVATIONS ALLOW FOR THE THICKNESS OF THE PROPOSED PAVEMENT SECTION (ROADS, WALKS, DRIVE, ETC.) OR TOPSOIL AS INDICATED ON THE PLANS.
14. CONTRACTOR SHALL PROVIDE UNIFORM SLOPES BETWEEN NEW AND EXISTING GRADES AND AVOID ANY RIDGES AND/OR DEPRESSIONS, UNLESS CALLED OUT ON THE PLANS.
15. FINISH CONTOURS AND SPOT ELEVATIONS SHOWN ARE TO TOP OF PAVEMENT OR TO TOP OF TOPSOIL, UNLESS OTHERWISE NOTED.
16. UNSUITABLE SOILS MAY EXIST IN THE AREAS OF THE SITE REQUIRING FILL. THESE SOILS MAY NEED TO BE REMOVED AND REPLACED WITH STABILIZED SUBGRADE. REFER TO THE GEOTECHNICAL ENGINEERING REPORT FOR SPECIFIC INFORMATION CONCERNING THE LOCATION OF UNSUITABLE SOILS AND CORRECTIVE ACTION NECESSARY WHEN ENCOUNTERING THESE SOILS. STABILIZED SUBGRADE MATERIAL SHALL BE APPROVED BY THE ENGINEER/CITY/OWNER. THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER IF UNSUITABLE SOILS ARE ENCOUNTERED DURING CONSTRUCTION. CONSTRUCTION SHALL NOT PROCEED UNTIL UNSUITABLE SOILS ARE PROPERLY REMOVED AND REPLACED BY STABILIZED SUBGRADE MATERIALS TO THE SATISFACTION OF THE OWNER.

EROSION CONTROL NOTES:

1. USE ALL AVAILABLE MEANS TO MINIMIZE THE AMOUNT OF SOIL EROSION CAUSED BY THE WORK OF THE PROJECT. THIS INCLUDES RESPONSIBILITY FOR MAINTENANCE OF ALL SOIL EROSION CONTROL DEVICES INDICATED.
2. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
3. CONTROL DUST FROM ALL WORK AND STAGING AREAS.
4. ALL EROSION AND SEDIMENTATION CONTROL MEASURES AND DEVICES SHALL BE INSTALLED AND FUNCTIONAL BEFORE THE SITE IS OTHERWISE DISTURBED. THEY SHALL BE KEPT OPERATIONAL AND MAINTAINED CONTINUOUSLY THROUGHOUT THE PERIOD OF LAND DISTURBANCE UNTIL PERMANENT SITE STABILIZATION HAS BEEN ACHIEVED. SEE PLANS FOR MINIMUM EROSION AND SEDIMENT CONTROL MEASURES.
5. STABILIZE ALL DISTURBED AREAS IMMEDIATELY IF THEY REMAIN INACTIVE FOR 14 DAYS OR MORE WITH A TEMPORARY SEED MIX PER SUDAS SPECIFICATION 9010. TEMPORARY SEEDING SHALL BE INCIDENTIAL TO THE PROJECT.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, PERIODIC CHECKING AND REINSTALLATION/MAINTENANCE OF EROSION AND SEDIMENTATION CONTROL MEASURES. EROSION CONTROL DEVICES SHALL BE CHECKED ONCE PER WEEK AND AFTER EACH RAINFALL TO ENSURE WORKING ORDER.

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GRANT ST. NORTH SIDEWALK
CITY OF BONDURANT
–

DATE	12/1/2025
DRAWN BY	BDD
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CONSTRUCTION NOTES

C002

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PCC PAVEMENT NOTES:

1. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS AND 3,000 PSI AT 7 DAYS, WITH 6-1/2 PERCENT± 1-1/2% AIR ENTRTAINMENT AND LIMESTONE AGGREGATE 1-1/2 INCH MAXIMUM SIZE. SLUMP SHALL BE 1/2" - 4". PROVIDE ENGINEER WITH CONCRETE MIX DESIGN FOR APPROVAL.

2. MATERIALS AND MIXING FOR ALL CONCRETE WORK, UNLESS OTHERWISE SPECIFIED, SHALL CONFORM TO SUDAS SPECIFICATION 7010 FOR AIR-ENTRAINED TYPE C-4 MIX WITH TYPE I CEMENT. M-MIX CAN BE USED WITH APPROVAL OF ENGINEER.

3. COARSE AGGREGATE DURABILITY SHALL BE CLASS II.

4. PER SUDAS SECTION 7010, CONTRACTOR SHALL APPLY WHITE PIGMENT LIQUID CURING COMPOUND IN A FINE SPRAY TO FORM CONTINUOUS UNIFORM FILM AFTER FINISHING AND SURFACE MOISTURE HAS DISAPPEARED, OR WITHIN 30 MINUTES OF PLACEMENT.

5. COLD-WEATHER PLACEMENT: COMPLY WITH SUDAS SECTION 7010 AND AS FOLLOWS. PROTECT CONCRETE WORK FROM PHYSICAL DAMAGE OR REDUCED STRENGTH THAT COULD BE CAUSED BY FROST, FREEZING ACTIONS, OR LOW TEMPERATURES.
   a. WHEN AVERAGE HIGH AND LOW TEMPERATURE IS EXPECTED TO FALL BELOW 40 DEG F FOR THREE SUCCESSIVE DAYS, MAINTAIN DELIVERED CONCRETE MIXTURE TEMPERATURE WITHIN THE TEMPERATURE RANGE REQUIRED BY SUDAS SECTION 7010.
   b. DO NOT USE FROZEN MATERIALS OR MATERIALS CONTAINING ICE OR SNOW. DO NOT PLACE CONCRETE ON FROZEN SUBGRADE OR ON SUBGRADE CONTAINING FROZEN MATERIALS.
   c. DO NOT USE CALCIUM CHLORIDE, SALT, OR OTHER MATERIALS CONTAINING ANTIFREEZE AGENTS OR CHEMICAL ACCELERATORS UNLESS OTHERWISE SPECIFIED AND APPROVED IN MIXTURE DESIGNS.

7. CURBS SHALL BE CAST INTEGRAL WITH CONCRETE PAVEMENT UNLESS NOTED OTHERWISE. EDGES SHALL BE ROUNDED BUT NOT ROLLED.

PAVEMENT MARKING NOTES:

1. PAINT PARKING STRIPING AND SIDEWALK CURBS PER PLANS AND LOCAL CODES WHERE SHOWN ON PLANS. MINIMUM CURING TIME FOR PAVING SHALL BE 7 DAYS.

2. PAINT ADA SYMBOLS AND STRIPING PER LOCAL CODES WHERE SHOWN ON PLANS.

3. FACTORY MIX QUICK DRYING, NON-BLEEDING WATERBORNE PAINT COMPLYING WITH SUDAS SPECIFICATION SECTION 8020. MATCH EXISTING COLOR.

4. PAINTING SHALL NOT BEGIN UNTIL PAVEMENT SURFACE HAS BEEN POWER BROOMED AND HAND SWEPT AS NECESSARY TO REMOVE LOOSE MATERIALS AND DIRT, AND NOT BEFORE ADEQUATE CURING TIME HAS BEEN OBTAINED ON THE PAVEMENT.

5. APPLY PAINT AT MANUFACTURER'S RECOMMENDED RATES IN TWO SEPARATE COATS FOR ALL PAVEMENT MARKINGS. ALL STRIPES ARE 4 INCHES WIDE UNLESS OTHERWISE INDICATED. ADA SYMBOLS SHALL CONFORM TO APPLICABLE ADA REGULATIONS.

6. REFER TO SUDAS SPECIFICATION SECTION 8020.3.02 FOR TEMPERATURE REQUIREMENTS.

PAVEMENT GENERAL NOTES:

1. ALL DIMENSIONS AND CURB RADII SHOWN ARE MEASURED FROM BACK OF CURB TO BACK OF CURB/EDGE OF PAVEMENT TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.

2. ALL SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY ANY AREAS OF EXISTING OR PROPOSED PAVEMENTS THAT HAVE POTENTIAL TO POND WATER AND MAKE ANY ADJUSTMNETS NECESSARY TO ENSURE THAT WATER WILL POSITIVELY DRAIN ACROSS THE PAVING OR OVERLAY.

3. ALL SIDEWALKS SHALL BE CONSTRUCTED PER SUDAS SECTION 7030.

4. ALL PROPOSED PCC PAVEMENT SHALL BE PROTECTED ACCORDING TO SUDAS SECTION 7010-3.04.

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
800.798.0313 | SHIVE-HATTERY.COM

DATE	12/1/2025
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GRANT ST. NORTH SIDEWALK

CITY OF BONDURANT

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2250012690

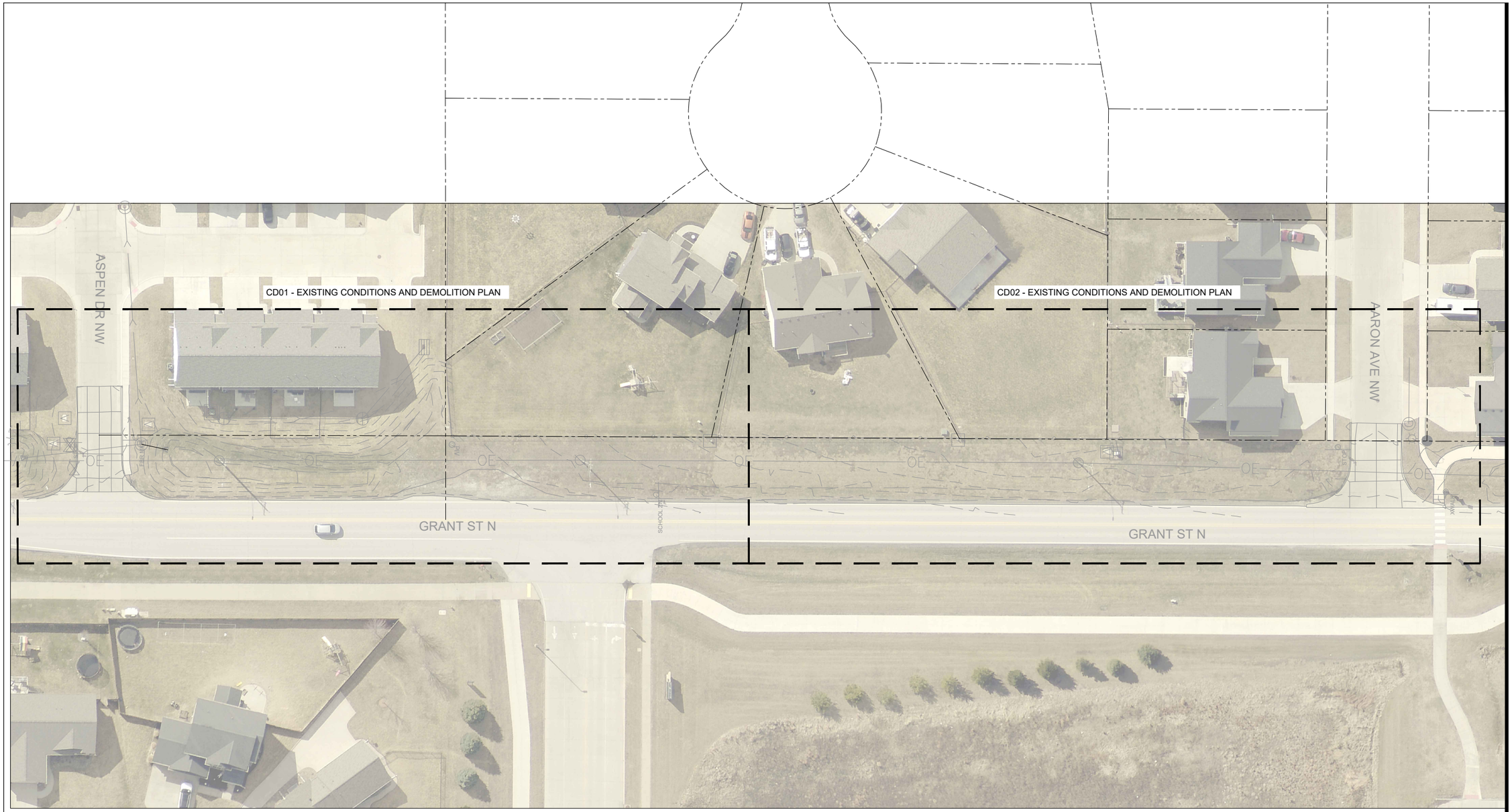
CONSTRUCTION NOTES

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GRANT ST. NORTH SIDEWALK

CITY OF BONDURANT

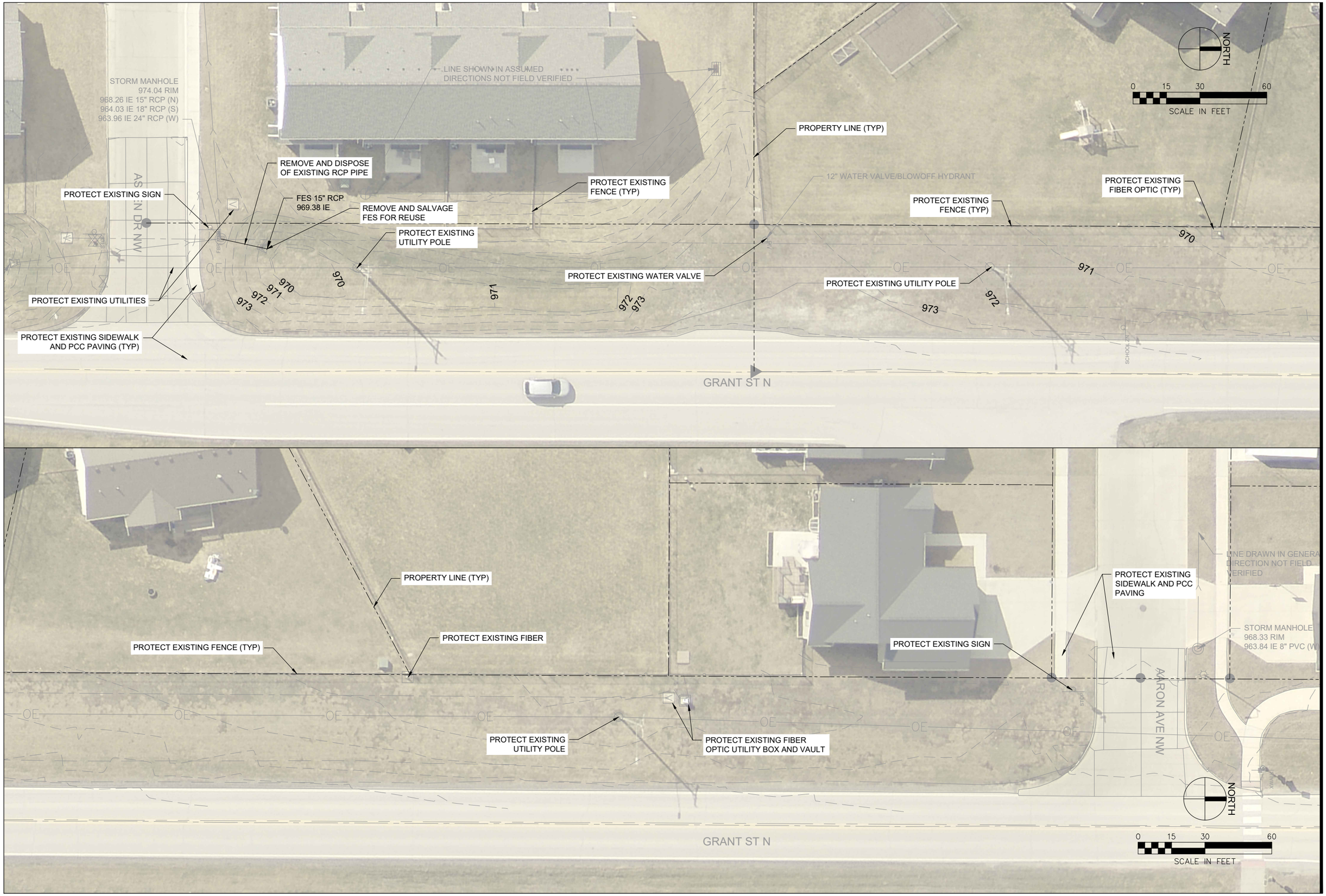
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OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN

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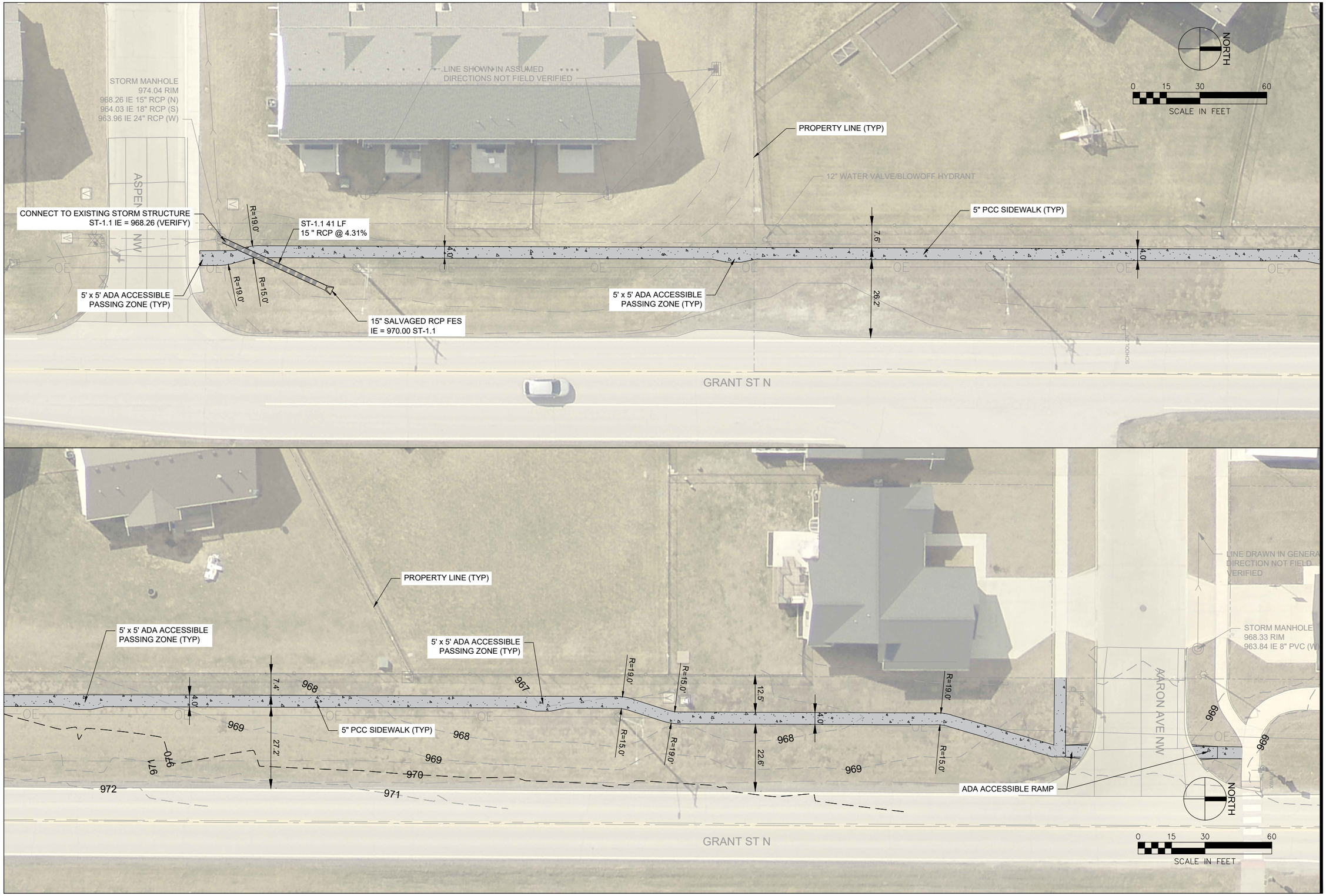
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CITY OF BONDURANT
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EXISTING CONDITIONS AND DEMOLITION PLAN

CD02



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GRANT ST. NORTH SIDEWALK

CITY OF BONDURANT
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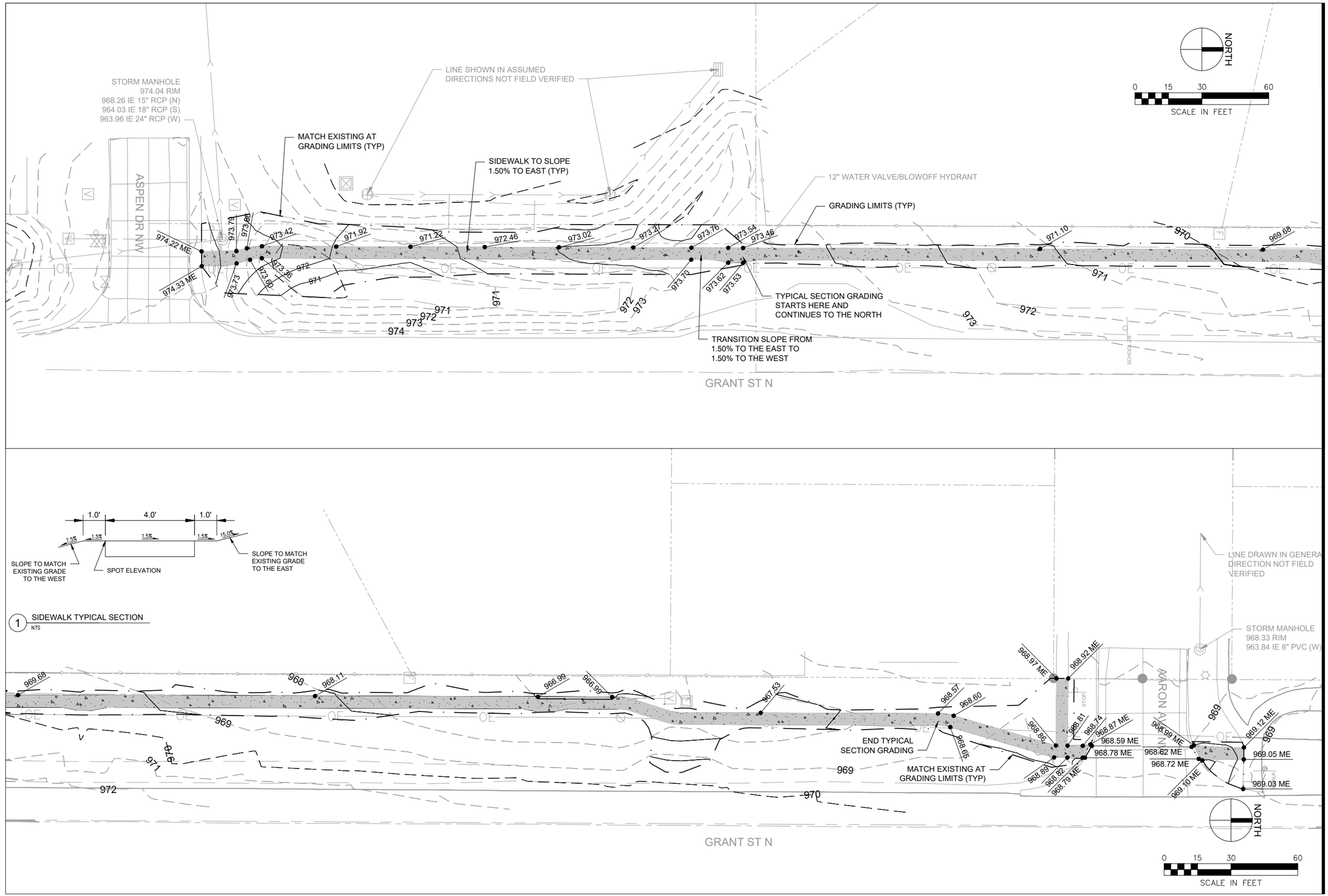
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SITE AND UTILITY PLAN

C101



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---	DATE	12/1/2025
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GRANT ST. NORTH SIDEWALK

CITY OF BONDURANT

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2250012690

GRADING PLAN

C201

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.m.
For Meeting of 2/2/2026
Resolution

TITLE: - Resolution approving action to order construction and set date for bid letting and public hearing for February 17, 2026, for the Shallow Wells 5, 6, and 7 Project

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: On February 11th, 2022, City Council approved the professional services agreement with Veenstra and Kim for design work on the City of Bondurant Municipal Water System Improvements, which included the design of the 3 shallow wells that will serve the new Water Treatment Facility. Staff and engineers from Veenstra & Kim have been working behind the scenes on the design of both the well field and the treatment plant. Plans have been finalized, approved and permitted for construction by the Iowa DNR and are ready to go out for bidding.

The reasoning for bidding on this project separately from the treatment plant itself is a matter of timing and proximity of well #7 to the treatment plant itself. The construction team felt that it would be beneficial to have the well drillers done and out of the way to streamline the facility construction process.

The attached resolution is to begin the process of taking bids for the Shallow Wells 5, 6, and 7 Project.

FUNDING SOURCE: SRF Funds supported by Water Utility Rates

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-39
2. Notice of Public Hearing
3. Notice to Bidders

CITY OF BONDURANT
RESOLUTION NO. 260202-39

RESOLUTION APPROVING ACTION TO ORDER CONSTRUCTION AND SET DATE OF LETTING AND PUBLIC HEARING FOR THE SHALLOW WELLS 5,6, AND 7 PROJECT

WHEREAS, the City Council orders construction for the Shallow Wells 5,6, and 7 Project; AND

WHEREAS bids are due and will be opened February 25th, 2026, at 11:00 am at the Bondurant City Hall 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 17th, 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, and date of bid letting for the Shallow Wells 5,6, and 7 Project is hereby approved as presented.

Passed this 2nd day of February 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				

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CONSTRUCTION OF THE SHALLOW WELLS 5, 6 AND 7 FOR THE CITY OF BONDURANT, IOWA

At 6:00 P.M. on the 17th 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 Shallow Wells 5, 6 and 7 project.

The description of the project is as follows:

SHALLOW WELLS 5, 6 AND 7

Construct Shallow Wells 5, 6 and 7 including all labor, materials and equipment necessary for the construction of three new wells including well construction, well pump, pitless assembly, electrical, site work and miscellaneous associated work, including cleanup. The project is located west of NE Hubbell Avenue north of NE 94th Avenue north of the City of Bondurant, Iowa.

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 George Oliver, City Administrator

NPH-1

42898

NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR THE SHALLOW WELLS 5, 6 AND 7 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 11:00 A.M. on the 25th day of February, 2026 for the construction of the Shallow Wells 5, 6 and 7, 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.

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

SHALLOW WELLS 5, 6 AND 7

Construct Shallow Wells 5, 6 and 7 including all labor, materials and equipment necessary for the construction of three new wells including well construction, well pump, pitless assembly, electrical, site work and miscellaneous associated work, including cleanup. The project is located west of NE Hubbell Avenue north of NE 94th Avenue north of the City of Bondurant, Iowa.

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 hearing. 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 to ten percent (10%) 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 ten percent (10%) 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 hearing.

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.

Notice to Bidders

The work for Well No. 7 will commence within ten (10) calendar days as set out in written Notice to Proceed and Well No. 7 shall be completed no later than June 15, 2026. Liquidated damages for this portion of the contract shall be One Thousand Five Hundred ($1,500) dollars per calendar day.

Well No. 5 and Well No. 6 shall be completed no later than December 31, 2026. Liquidated damages for this portion of the contract shall be Seven Hundred Fifty ($750) dollars per calendar day.

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.

Electronic bidding is not available on this 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 George Oliver, City Administrator

NTB-3

42898

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.n.
For Meeting of 2/2/2026
Resolution

TITLE: - Resolution approving directing staff and project engineers to move forward to amend the design for wastewater conveyance from the Water Treatment Facility

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: On January 20th, 2026, City Council had a discussion about options for the wastewater conveyance back to the gravity system from the new Water Treatment Plant. During the meeting, the Public Works Director and engineer from Veenstra & Kim explained the pros and cons of the 4 different options that were explored for beginning the waste stream from the Treatment Plant back to the larger system.

During the meeting, it was determined that Option 2, which is extending the force main from the treatment plant to the 18-inch gravity main along the East side of Hwy 65 near Courtyard Dr. SE, would be the best option moving forward. As discussed in the meeting, staff would work on cost estimate numbers for the different options and those are attached to this agenda item. There has been no change in the cost estimate for Option #2 as it is roughly $500,000 dollars more than Option #1. Option #2 does give the city better flexibility and more time to prepare for future growth.

This resolution is the formal action to move forward with Option #2 as presented at the January 20th ,2026 council meeting.

FUNDING SOURCE: SRF Funds

STAFF RECOMMENDATION: Staff would recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-40
2. Veenstra & Kimm Letter
3. Force Main Option No. 2
4. Cost Estimate Table
5. Options Quick Reference

CITY OF BONDURANT
RESOLUTION NO. 260202-40

RESOLUTON APPROVING DIRECTING STAFF AND PROJECT ENGINEERS TO MOVE FORWARD TO AMEND THE DESIGN FOR WASTEWATER CONVEYANCE FROM THE NEW WATER TREATMENT FACLITY PROJECT

WHEREAS the City Council agrees to move forward with option No. 2 for wastewater conveyance from the Water Treatment Facility Project; AND

WHEREAS City Staff and engineers from Veenstra & Kimm will work towards completing the design of the sanitary force main as depicted in Option No. 2 attached with this resolution; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the council approves directing staff and design engineers to move forward with option No. 2 for sanitary force main for the new Water Treatment Facility approved as presented.

Passed this 2nd day of February 2026,

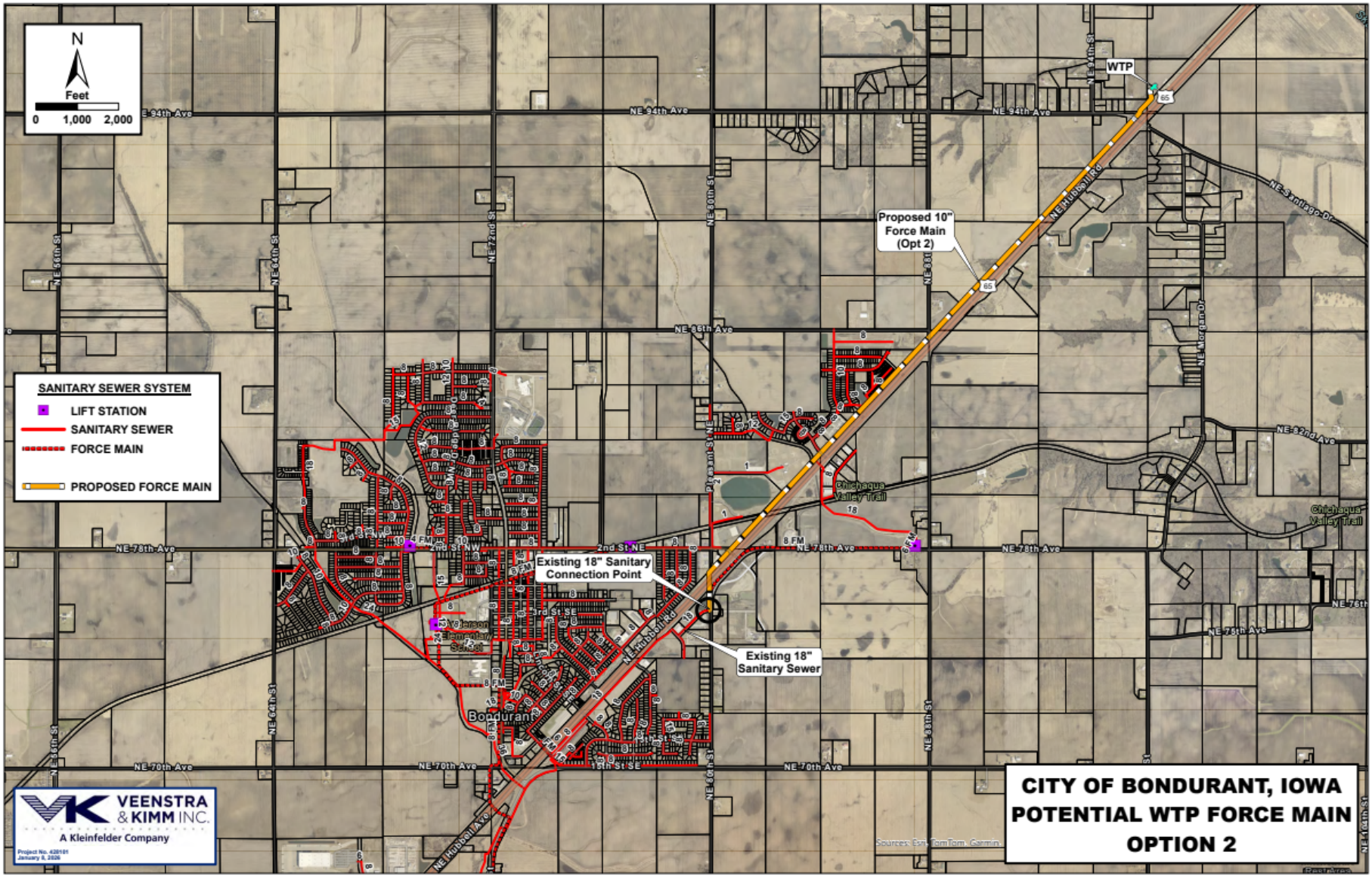
By: _____
Doug Elrod, Mayor

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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SANITARY SEWER SYSTEM
LIFT STATION
SANITARY SEWER
FORCE MAIN
PROPOSED FORCE MAIN
WTP
Proposed 10" Force Main (Opt 2)
Existing 18" Sanitary Connection Point
Existing 18" Sanitary Sewer
Bondurant
NE 94th Ave
NE 86th Ave
NE 78th Ave
NE 70th Ave
NE Hubbell Rd
Chichaqua Valley Trail
VEENSTRA & KIMM INC.
A Kleinfelder Company
CITY OF BONDURANT, IOWA
POTENTIAL WTP FORCE MAIN
OPTION 2

A Kleinfelder Company

VEENSTRA & KIMM INC.
6775 Vista Drive
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

January 28, 2026

City of Bondurant, Iowa
200 2nd Street NE
Bondurant, IA 50035

NE Hubbell Avenue Water and Sewer Force Main
Force Main Alternatives

As part of the Water Treatment Facility project for the City of Bondurant, V&K has designed a lift station and force main to convey the sanitary sewer, reverse osmosis waste, and filter backwash discharges into the existing collection system within city limits. The City requested V&K to look longer term at solutions to this need. Four alternatives were considered and are described below.

Alternative 1, the current plan is to discharge the force main at NE Hubbell Avenue and Alexander Parkway. The flows would be conveyed by gravity to the Section 29 lift station, then conveyed by force main to an existing 18" gravity trunk sewer near Courtyard Drive SE and NE 8th Street, then ultimately to the WRA Mud Creek interceptor sewer. This is the fastest for construction and least expensive alternative but requires upgrading the existing Section 29 lift station and pumping the flow twice.

Alternative 2 is to continue the force main and install under NE Hubbell Avenue and discharge the force main to the existing 18" gravity trunk sewer near Courtyard Drive SE and NE 8th Street. The flows would then be conveyed by gravity to the WRA Mud Creek interceptor sewer. This alternative avoids upgrades to the Section 29 lift station and pumping twice but is more expensive than Alternative 1.

Alternative 3 is to discharge the force main directly into the WRA Mud Creek interceptor sewer near Grant Street S. This bypasses the existing 18" gravity trunk sewer mentioned in Alternatives 1 and 2 but involves more length of main and is more expensive than Alternatives 1 and 2.

Alternative 4 is the construction of a new, deep trunk sewer southwest along NE Hubbell Avenue and south of 2nd Street NE/NE 78th Avenue that the force main (of Alternative 2) will connect to. The new trunk sewer would convey the flows by gravity to the WRA Mud Creek interceptor sewer. This alternative could potentially allow for the elimination of a future lift station that has

been proposed near NE 86th Avenue and NE 8th Street but is the most expensive and most disruptive alternative.

These alternatives were discussed with Council at their meeting on January 20, 2026 including a maps of the proposed alternatives and table summarizing pros, cons, and costs for each alternative. Ultimately, the Council indicated that Alternative 2 appeared to balance estimated cost, ability to handle future flows, and its flexibility to be modified into Alternative 3 or Alternative 4 in the future, as needed. V&K agreed and would recommend that Alternative 2 is the best choice considering current and future needs.

If you have any questions concerning the above or the attachments, please contact the Greg Roth at 515-225-8000, or at groth@v-k.net.

VEENSTRA & KIMM, INC.

Greg Roth

Greg Roth, P.E.

GR:mmc
428101
Enclosures
cc: Ben Klaus, Project Engineer, Veenstra & Kimm, Inc.

N

Feet

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SANITARY SEWER SYSTEM

- LIFT STATION
- SANITARY SEWER
- FORCE MAIN
- PROPOSED FORCE MAIN

WTP

Proposed 10" Force Main (Opt 2)

Existing 18" Sanitary Connection Point

Existing 18" Sanitary Sewer

Peterson Elementary School

Bondurant

NE 94th Ave

NE 86th Ave

NE 78th Ave

NE 70th Ave

NE 56th St

NE 64th St

NE 72nd St

NE 80th St

NE 88th St

NE 94th St

NE Hubbell Rd

NE Hubbell Ave

NE Santiago Dr

NE Morgan Dr

Pleasant St NE

Chichaqua Valley Trail

NE 82nd Ave

NE 75th Ave

NE 60th St

NE 104th St

2nd St NW

2nd St NE

3rd St SE

15th St SE

Lincoln St SE

Sources: Esri, TomTom, Garmin,

VEENSTRA & KIMM INC.

A Kleinfelder Company

Project No. 428101

January 8, 2026

CITY OF BONDURANT, IOWA
POTENTIAL WTP FORCE MAIN OPTION 2

ENGINEER'S OPINION OF PROBABLE COST

Project: NE Hubbell Avenue Water and Sewer Force Mains
Owner: City of Bondurant, Iowa
Location: Bondurant, IA

Job No.: 428101
Date: 1/28/2026
Estimated By: BJK
Revised By: GJR
Reviewed By:

ESTIMATE OF QUANTITIES - OPTION 1 - SECTION 29 LIFT STATION IMPROVEMENTS

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	EXTENDED PRICE
1	Mobilization	LS	$16,400.00	1	$16,400
2	Lift Station Wet Well Improvements	EA	$200,000.00	1	$200,000
3	Piping and Valve Improvements	LS	$8,500.00	1	$8,500
4	Electrical and Controls	LS	$20,000.00	1	$20,000
5	Lift Station Testing	LS	$5,000.00	1	$5,000
			SUBTOTAL		$250,000
			CONTINGENCY	20%	$50,000
			ENGINEERING DESIGN	11%	$27,500
			TOTAL ESTIMATED CONSTRUCTION COST		$328,000

ESTIMATE OF QUANTITIES - OPTION 2 - ADDITIONAL LENGTH OF FORCE TO EXISTING 18" GRAVITY

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	EXTENDED PRICE
1	Mobilization	LS	$30,000.00	1	$30,000
2	Traffic Control	LS	$3,000.00	1	$3,000
3	Sanitary Sewer Force Main, Trenched, DR17 HDPE, 14"	LF	$75.00	4,650	$348,750
4	Sanitary Sewer Force Main, Trenchless, DR17 HDPE, 14"	LF	$100.00	300	$30,000
5	Sanitary Sewer Force Main with Casing Pipe, Trenchless, DR17 HDPE, 14"	LF	$600.00	250	$150,000
6	Combination Air Release Valve Pit	EA	$10,000.00	2	$20,000
7	Seed, Fertilize, Mulch, Type 2	LS	$25,000.00	1	$25,000
8	SWPPP Preparation	LS	$1,000.00	1	$1,000
9	SWPPP Management	LS	$2,000.00	1	$2,000
10	Silt Fence	LF	$4.00	4,650	$18,600
			SUBTOTAL		$629,000
			CONTINGENCY	20%	$125,800
			ENGINEERING DESIGN	11%	$69,190
			TOTAL ESTIMATED CONSTRUCTION COST		$824,000
			INCREASE OVER ALTERNATIVE 1		$500,000

ESTIMATE OF QUANTITIES - OPTION 3 - ADDITIONAL LENGTH OF FORCE TO MUD CREEK INTERCEPTOR

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	EXTENDED PRICE
1	Mobilization	LS	$47,000.00	1	$47,000
2	Traffic Control	LS	$4,700.00	1	$4,700
3	Sanitary Sewer Force Main, Trenched, DR17 HDPE, 14"	LF	$75.00	9,900	$742,500
4	Sanitary Sewer Force Main, Trenchless, DR17 HDPE, 14"	LF	$100.00	900	$90,000
5	Combination Air Release Valve Pit	EA	$10,000.00	2	$20,000
6	Seed, Fertilize, Mulch, Type 2	LS	$25,000.00	1	$25,000
7	SWPPP Preparation	LS	$1,000.00	1	$1,000
8	SWPPP Management	LS	$2,000.00	1	$2,000
9	Silt Fence	LF	$4.00	9,900	$39,600
			SUBTOTAL		$972,000
			CONTINGENCY	20%	$194,400
			ENGINEERING DESIGN	11%	$106,920
			TOTAL ESTIMATED CONSTRUCTION COST		$1,274,000
			INCREASE OVER ALTERNATIVE 1		$950,000

ESTIMATE OF QUANTITIES - OPTION 4 - ADDITIONAL LENGTH OF FORCE AND TRUNK GRAVITY TO MUD CREEK INTERCEPTOR

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	EXTENDED PRICE
1	Mobilization	LS	$142,000.00	1	$142,000
2	Traffic Control	LS	$14,200.00	1	$14,200
3	Sanitary Sewer Force Main, Trenched, DR17 HDPE, 14"	LF	$75.00	3,600	$270,000
4	Sanitary Sewer Force Main, Trenchless, DR17 HDPE, 14"	LF	$100.00	400	$40,000
5	Sanitary Sewer Gravity Main, Trenched, DR18 PVC, 24"	LF	$400.00	250	$100,000
6	Sanitary Sewer Gravity Main, Trenchless, DR18 PVC, 24"	LF	$350.00	6,550	$2,292,500
7	Combination Air Release Valve Pit	EA	$10,000.00	2	$20,000
8	Manhole, SW-301, 60"	EA	$18,000.00	5	$90,000
9	Seed, Fertilize, Mulch, Type 2	LS	$5,000.00	1	$5,000
10	SWPPP Preparation	LS	$5,000.00	1	$5,000
11	SWPPP Management	LS	$2,000.00	1	$2,000
12	Silt Fence	LF	$4.00	3,850	$15,400
			SUBTOTAL		$2,997,000
			CONTINGENCY	20%	$599,400
			ENGINEERING DESIGN	11%	$329,670
			TOTAL ESTIMATED CONSTRUCTION COST		$3,927,000
			INCREASE OVER ALTERNATIVE 1		$3,600,000

	Description	Option Handles Flows up To	Pros	Cons	Estimated Cost
Option 1	Force main to Alexander then gravity flow through existing piping to Section 29 Lift Station. Force main to existing 18" gravity main to Mud Creek Interceptor.	3 MGD plant flows, limited future growth with Section 29 Lift Station.	1. Least expensive option. 2. Fastest construction.	1. Requires pumping twice and upgrades to the Section 29 Lift Station. 2. 8" force main from Sec 29 lift station has limited capacity for future growth. 3. 18" gravity main has limited capacity.	$350,000
Option 2	Force main past Alexander and under Hubbell/US 65. Ties into existing 18" gravity main and flows to Mud Creek Interceptor.	5 MGD plant flows, limited future growth with Section 29 Lift Station.	1. Avoids Sec 29 lift station and pumping twice.	1. 18" gravity main has a limited capacity, but a relief 18" could be installed as needed in the future.	$825,000
Option 3	Force main to Mud Creek Interceptor.	5 MGD plant flows.	1. Dedicated line from WTP. 2. Avoids pumping twice.	1. More expensive than Options 1 and 2.	$1,300,000
Option 4	Force main to high point southwest of NE 78th Ave. Deep gravity sewer to Mud Creek Interceptor.	5 MGD plant flows, future area to be served by proposed lift station.	1. New trunk sewer. 2. Potentially removes a proposed lift station at NE 86th Ave. 3. Avoids pumping twice.	1. Most expensive option. 2. Most disruptive and longest duration option for construction.	$4,000,000

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.o.
For Meeting of 2/2/2026
Resolution

TITLE: - Resolution approving a Minimum Assessment Agreement for property at 400 Commerce Parkway, SW

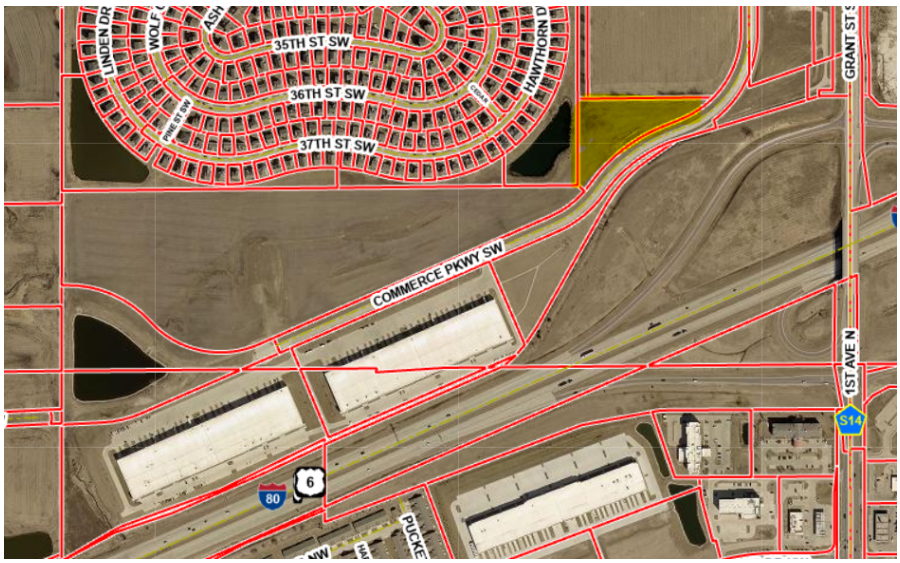
CONTACT PERSON:
Maggie Murray, Planning & Community Development Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator
Tiffany Luing, Economic Development Coordinator

BRIEF HISTORY & ANALYSIS: The attached resolution approves the also-attached Minimum Assessment Agreement, which is required to allow the property owner to access tax abatement benefits for which the project qualifies for under the City of Bondurant's non-residential tax abatement program.

In 2023, the Iowa Legislature enacted House File 718, which introduced new requirements for property tax abatements under Chapter 404 of the Iowa Code. House File 718 mandates that, effective July 1, 2024, for commercial properties to be eligible for tax abatement within a designated urban revitalization area, the property owner must enter into a written Minimum Assessment Agreement with the municipality. This agreement must specify a minimum actual value for the completed improvements, which is then certified by the local assessor. The minimum assessment agreement remains in effect for the duration of the tax abatement period. This additional step increases costs and time for the property owner and City staff for developing and filing the agreement.

The attached resolution approves a Minimum Assessment Agreement with Bondurant Commercial LLC for the project at 400 Commerce Parkway SW (Parcel 7923-12-276-001), which is home to Copper State. The City of Bondurant has coordinated with the Polk County Assessor's office and property owner to establish the minimum assessed value of $2,250,000. For comparison, the assessed valuation of this property in 2025 was $5,320.

Area Map



FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-41
2. Minimum Assessment Agreement

CITY OF BONDURANT
RESOLUTION NO. 260202-41

RESOLUTION APPROVING A MINIMUM ASSESSMENT AGREEMENT FOR 400 COMMERCE PARKWAY, SW

WHEREAS effective July 1, 2024, properties within a designated Urban Revitalization Area must enter into a Minimum Assessment Agreement with the municipality to be eligible for tax abatement; AND

WHEREAS Bondurant Commercial LLC, the property owner of Parcel 7923-12-276-001, has coordinated with the City of Bondurant and the Polk County Assessor's Office to establish a Minimum Assessment Agreement amount; AND

WHEREAS the Polk County Assessor's Office has reviewed the plans and specifications for the 400 Commerce Parkway SW project and has determined that the minimum actual assessed value of the improvements shall be no less than $2,250,000; AND

WHEREAS approving the Minimum Assessment Agreement ensures compliance with Chapter 404.3C of the Iowa Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the Minimum Assessment Agreement with Bondurant Commercial LLC for the 400 Commerce Parkway SW Project is hereby approved and the Mayor is authorized to execute the Agreement on behalf of the City.

Passed this 2nd day of February 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				

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2026, by and between the City of Bondurant, Iowa, an Iowa municipal corporation (hereinafter referred to as the “City”) and Bondurant Commercial LLC, an Iowa limited liability company (hereinafter referred to as the “Property Owner”).

RECITALS

WHEREAS the Property Owner is the owner of certain real property located within the City of Bondurant, Polk County, Iowa, legally described as follows:

LOT 4 COMMERCE CROSSING PLAT 1 IN BONDURANT, POLK COUNTY, IOWA

(hereinafter referred to as the “Property”); AND

WHEREAS a site plan was approved by the Bondurant City Council on March 24, 2025 as enclosed as Exhibit B; AND

WHEREAS the City represents and warrants the Property is situated within an Urban Revitalization Area, and the Property Owner may seek tax abatement under the City’s Tax Abatement Plan; AND

WHEREAS the Property Owner acknowledges that it is solely responsible for filing the tax abatement application, and the City does not monitor nor provide reminders of tax abatement application deadlines; AND

WHEREAS Section 404.3C of the Iowa Code requires that the Property Owner must enter into a written Minimum Assessment Agreement with the City specifying a minimum actual value for the completed improvements, which the Assessor shall use as the base for establishing a taxable value for the property; AND

WHEREAS the Property Owner and the City, in coordination with the Polk County Assessor’s Office, recognize the improvements at 400 Commerce Parkway SW will bring a minimum increased assessed valuation of $2,250,000.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the City and the Property Owner agree as follows:

AGREEMENT

1. Minimum Assessed Value.

a. Pursuant to Section 404.3C of the Iowa Code, the City and Property Owner agree to establish a minimum total taxable value of $2,250,000for the parcel, effective January 1, 2026, until termination of this Agreement. This minimum assessment reflects the minimum market value of the improvements and shall remain in place throughout the term of this Agreement, regardless of the status of construction, even if the project has not commenced.

b. The Property Owner shall pay all applicable taxes, assessments, and charges levied on the Property when due. Until termination of this Agreement, the Property Owner shall not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or challenge taxation based on the Minimum Actual Value, including in delinquent tax proceedings.

c. This minimum assessment shall terminate upon the expiration of the tax abatement plan applicable to the Property, which is YEAR (3-year abatement).

d. Nothing in this Agreement waives the Property Owner's right under Section 403.6(19) of the Iowa Code to contest any portion of an actual value assessment above the Minimum Actual Value or to challenge assessments exceeding that amount.

2. Certification of Minimum Assessment. The Polk County Assessor's Office certification of this minimum assessment is attached hereto as Exhibit A.

3. Binding Effect. The terms and conditions of this Agreement shall be joint and severally binding upon and shall insure to the benefit of the heirs, successors, and assigns of the respective parties hereto, and all terms and conditions of this Agreement shall constitute conditions, covenants, and restrictions running with the land in perpetuity for the Property.

4. Assignment. This Agreement shall be assignable to the Property Owner to all heirs, successors, or other entities as identified by the Property Owner.

5. Recording. This Agreement, and including the Assessor's certification, shall be filed with the Polk County Recorder's Office and shall run with the land, remaining in effect for the duration of the tax abatement period.

6. Amendment. This Agreement shall not be amended, changed, or modified without prior written consent of the City and Property Owner or the Property Owner's assignee, if applicable.

SIGNATURES

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Property Owner has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written. CITY OF BONDURANT, IOWA

By_____
Mayor

Attest:

_____
City Clerk

(Seal)

STATE OF IOWA)

): SS

COUNTY OF POLK)

This instrument was acknowledged before me on _____, 2026, by _____, the Mayor of the City of Bondurant, Iowa, to me known to be the identical person named herein and who executed the foregoing instrument and acknowledged that he/she executed the same as the voluntary act and deed on behalf of the City of Bondurant, a municipal corporation duly organized under the laws of the State of Iowa.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK):	_____ SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

_____

BONDURANT COMMERCIAL LLC

By:

By:

Its:

STATE OF IOWA)

) :SS

COUNTY OF POLK)

This instrument was acknowledged before me on _____, 2026, by NAME, the TITLE of Bondurant Commercial LLC, a limited liability company under the laws of the State of Iowa, to me known to be the identical person named herein and who executed the foregoing instrument and acknowledged that he/she executed the same as the voluntary act and deed on behalf of Bondurant Commercial LLC a limited liability company duly organized under the laws of the State of Iowa.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK):	_____ SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

EXHIBIT A

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above-described Property, hereby certifies that the actual value assigned to the parcel will be no less than $2,250,000, effective January 1, 2026, regardless of the status of construction.

_____
County Assessor for Polk County
State of Iowa

Subscribed and sworn to before me on this _____ day of _____, 2026

_____
Notary of Public

EXHIBIT B

APPROVED SITE PLAN

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.p.
For Meeting of 2/2/2026
Resolution

TITLE: - Resolution approving a Minimum Assessment Agreement for property at 2020 2nd Street, NE

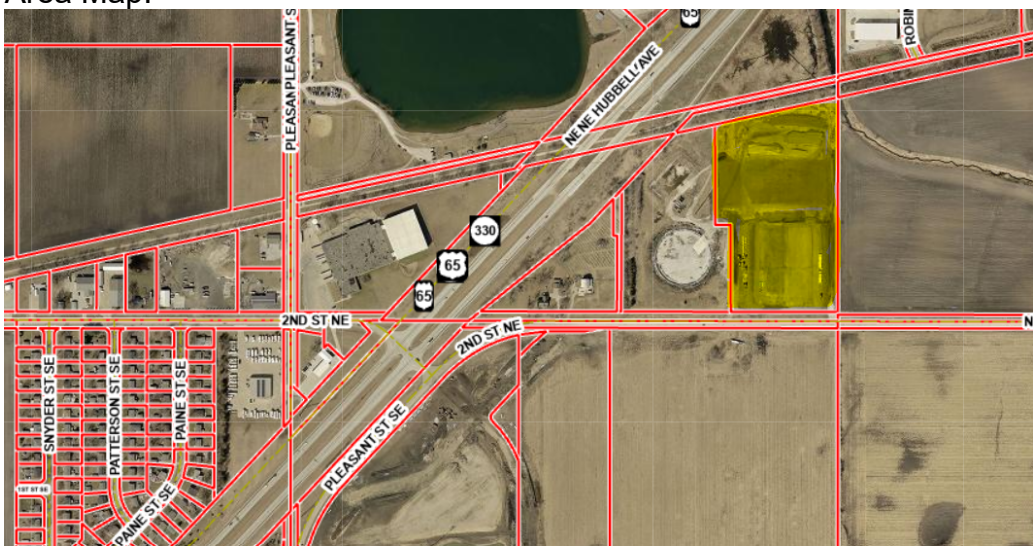
CONTACT PERSON:
Maggie Murray, Planning & Community Development Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator
Tiffany Luing, Economic Development Coordinator

BRIEF HISTORY & ANALYSIS: The attached resolution approves the also-attached Minimum Assessment Agreement, which is required to allow the property owner to access tax abatement benefits for which the project qualifies for under the City of Bondurant's non-residential tax abatement program.

In 2023, the Iowa Legislature enacted House File 718, which introduced new requirements for property tax abatements under Chapter 404 of the Iowa Code. House File 718 mandates that, effective July 1, 2024, for commercial properties to be eligible for tax abatement within a designated urban revitalization area, the property owner must enter into a written Minimum Assessment Agreement with the municipality. This agreement must specify a minimum actual value for the completed improvements, which is then certified by the local assessor. The minimum assessment agreement remains in effect for the duration of the tax abatement period. This additional step increases costs and time for the property owner and City staff for developing and filing the agreement.

The attached resolution approves a Minimum Assessment Agreement with Dynamic Storage Bondurant East LLC for the project at 2020 2nd Street NE (8022-29-300-014), which is home to Dynamic Storage Spaces XL. The City of Bondurant has coordinated with the Polk County Assessor's office and property owner to establish the minimum assessed value of $4,400,000.

Area Map:



FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260202-42
2. Minimum Assessment Agreement

CITY OF BONDURANT
RESOLUTION NO. 260202-42

RESOLUTION APPROVING A MINIMUM ASSESSMENT AGREEMENT FOR 2020 2ND STREET, NE

WHEREAS effective July 1, 2024, properties within a designated Urban Revitalization Area must enter into a Minimum Assessment Agreement with the municipality to be eligible for tax abatement; AND

WHEREAS Bondurant Commercial LLC, the property owner of Parcel 8022-29-300-014, has coordinated with the City of Bondurant and the Polk County Assessor's Office to establish a Minimum Assessment Agreement amount; AND

WHEREAS the Polk County Assessor's Office has reviewed the plans and specifications for the 2020 2nd Street NE project and has determined that the minimum actual assessed value of the improvements shall be no less than $4,400,000; AND

WHEREAS approving the Minimum Assessment Agreement ensures compliance with Chapter 404.3C of the Iowa Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the Minimum Assessment Agreement with Dynamic Storage Bondurant East LLC for the 2020 2nd Street NE Project is hereby approved and the Mayor is authorized to execute the Agreement on behalf of the City.

Passed this 2nd day of February 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				

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2026, by and between the City of Bondurant, Iowa, an Iowa municipal corporation (hereinafter referred to as the “City”) and Dynamic Storage Bondurant East LLC, an Iowa limited liability company (hereinafter referred to as the “Property Owner”).

RECITALS

WHEREAS the Property Owner is the owner of certain real property located within the City of Bondurant, Polk County, Iowa, legally described as follows:

A parcel of land in Parcel 'H' of the SE1/4 SW1/4 of Section 29, Township 80 North, Range 22 West of the 5th P.M., an Official Parcel recorded in Book 13080, Page 445 at the Polk County Recorder's Office, City of Bondurant, Polk County, Iowa that is more particularly described as follows:
Beginning at the NE corner of said parcel 'H'; thence S00°03'04"E, 1037.32 feet along the East line of said Parcel 'H', said East line coincides with the East line of said SE1/4 SW1/4 to a point on the North line of the South 45.00 feet of said parcel 'H'; thence N89°47'39"W, 515.01 feet along said North line to a point on the West line of the East 515.00 feet of said Parcel 'H'; thence N00° 03'04"W, 420.00 feet along said West line to a point; thence S89°56'56"W, 75.00 feet to a point on the West line of the East 590.00 feet of said Parcel 'H'; thence N00°03'04"W, 485.41 feet along said West line of the East 590.00 feet to a point on the North line of said Parcel 'H'; thence N77° 33'37"E, 604.07 feet along said North line of Parcel 'H' to the point of beginning and containing 12.43 acres more or less;
ALL AS MORE PARTICULARLY DESCRIBED AND SHOWN IN A PLAT OF SURVEY BY JEFFREY A. GADDIS, P.L.S., CIVIL ENGINEERING CONSULTANTS, INC., DATED OCTOBER 15, 2024 AND RECORDED OCTOBER 16, 2024 AS NUMBER 202400053772, IN BOOK 19942, PAGE 249 OF THE COUNTY RECORDER FOR POLK COUNTY, IOWA.

(hereinafter referred to as the “Property”); AND

WHEREAS a site plan was approved by the Bondurant City Council on August 19, 2024 as enclosed as Exhibit B; AND

WHEREAS the City represents and warrants the Property is situated within an Urban Revitalization Area, and the Property Owner may seek tax abatement under the City’s Tax Abatement Plan; AND

WHEREAS the Property Owner acknowledges that it is solely responsible for filing the tax abatement application, and the City does not monitor nor provide reminders of tax abatement application deadlines; AND

WHEREAS Section 404.3C of the Iowa Code requires that the Property Owner must enter into a written Minimum Assessment Agreement with the City specifying a minimum actual value for the completed improvements, which the Assessor shall use as the base for establishing a taxable value for the property; AND

WHEREAS the Property Owner and the City, in coordination with the Polk County Assessor's Office, recognize the improvements at 2020 2nd Street NE will bring a minimum increased assessed valuation of $4,400,000.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the City and the Property Owner agree as follows:

AGREEMENT

1. Minimum Assessed Value.

a. Pursuant to Section 404.3C of the Iowa Code, the City and Property Owner agree to establish a minimum total taxable value of $4,400,000 for the parcel, effective January 1, 2026, until termination of this Agreement. This minimum assessment reflects the minimum market value of the improvements and shall remain in place throughout the term of this Agreement, regardless of the status of construction, even if the project has not commenced.

b. The Property Owner shall pay all applicable taxes, assessments, and charges levied on the Property when due. Until termination of this Agreement, the Property Owner shall not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or challenge taxation based on the Minimum Actual Value, including in delinquent tax proceedings.

c. This minimum assessment shall terminate upon the expiration of the tax abatement plan applicable to the Property, which is YEAR (3-year abatement or 6-year).

d. Nothing in this Agreement waives the Property Owner's right under Section 403.6(19) of the Iowa Code to contest any portion of an actual value assessment above the Minimum Actual Value or to challenge assessments exceeding that amount.

2. Certification of Minimum Assessment. The Polk County Assessor's Office certification of this minimum assessment is attached hereto as Exhibit A.

3. Binding Effect. The terms and conditions of this Agreement shall be joint and severally binding upon and shall insure to the benefit of the heirs, successors, and assigns of the respective parties hereto, and all terms and conditions of this Agreement shall constitute conditions, covenants, and restrictions running with the land in perpetuity for the Property.

4. Assignment. This Agreement shall be assignable to the Property Owner to all heirs, successors, or other entities as identified by the Property Owner.

5. Recording. This Agreement, and including the Assessor's certification, shall be filed with the Polk County Recorder's Office and shall run with the land, remaining in effect for the duration of the tax abatement period.

6. Amendment. This Agreement shall not be amended, changed, or modified without prior written consent of the City and Property Owner or the Property Owner's assignee, if applicable.

SIGNATURES

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Property Owner has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written. CITY OF BONDURANT, IOWA

By_____
Mayor

Attest:

_____
City Clerk

(Seal)

STATE OF IOWA)

): SS

COUNTY OF POLK)

This instrument was acknowledged before me on _____, 2026, by _____, the Mayor of the City of Bondurant, Iowa,

to me known to be the identical person named herein and who executed the foregoing instrument and acknowledged that he/she executed the same as the voluntary act and deed on behalf of the City of Bondurant, a municipal corporation duly organized under the laws of the State of Iowa.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK):	SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

_____

DYNAMIC STORAGE BONDURANT EAST LLC

By:

By:

Its:

STATE OF IOWA)

) :SS

COUNTY OF POLK)

This instrument was acknowledged before me on _____, 2026, by NAME, the TITLE of Dynamic Storage Bondurant East LLC, a limited liability company under the laws of the State of Iowa, to me known to be the identical person named herein and who executed the foregoing instrument and acknowledged that he/she executed the same as the voluntary act and deed on behalf of Dynamic Storage Bondurant East LLC a limited liability company duly organized under the laws of the State of Iowa.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK):	_____ SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

EXHIBIT A

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above-described Property, hereby certifies that the actual value assigned to the parcel will be no less than $4,400,000, effective January 1, 2026, regardless of the status of construction.

_____
County Assessor for Polk County
State of Iowa

Subscribed and sworn to before me on this _____ day of _____, 2026

_____
Notary of Public

EXHIBIT B

APPROVED SITE PLAN

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.q.
For Meeting of 2/2/2026
Resolution

TITLE: - Resolution approving the professional services agreement with Bolton & Menk Inc. for the Grant Street Corridor Study

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: In January 2023, the Council discussed in its last strategic planning session the need to study the vehicle and pedestrian traffic along the Grant Street corridor near the schools. In September 2023, the city received an Iowa DOT TEAP grant to begin studying the corridor. This study only looked at the 4 block area in front of the schools and not the whole corridor from Hwy 65 to 2nd St.

With the recent announcement that the school district is looking at ways to improve traffic, the Public Works Staff recommend contracting with a consultant to expand upon the information in the TEAP Study and bring all stakeholders: the City, the School District, and the community together to work on solutions to improve not just peak traffic times congestion but enhance the corridor to make it more of a welcoming entrance into the community.

FUNDING SOURCE: Budgeted Engineering/RUT funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-43
2. Grant Street Scope Contract

CITY OF BONDURANT
RESOLUTION NO. 260202-43

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT TO BOLTON & MENK FOR THE GRANT STREET COORIDOR STUDY PROJECT NOT TO EXCEED $71,240

WHEREAS, on December 5th, 2025, the City of Bondurant received the professional services agreement for the Grant Street Corridor Study 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.

The **CONSULTANT** shall complete a corridor study that will examine the intersection traffic control and cross section needs for Grant Street to support existing and future traffic. The impact of school-related traffic from the school campus west of Grant Street will also be evaluated and public engagement will be conducted to gather thoughts and concerns about traffic on Grant Street.

WHEREAS payments are to be made to Bolton & Menk Inc. in accordance with and subject to the provisions embodied in the documents made as 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 Bolton & Menk Inc. for Grant Street Corridor Project is hereby approved, pending review by legal counsel.

Passed this 2nd day of February 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				

BOLTON & MENK

Real People. Real Solutions.

430 E Grand Avenue
Suite 101
Des Moines, IA 50309

Ph: (515) 259-9190
Fax: (515) 233-4430
Bolton-Menk.com

12/05/25

John Horton
City of Bondurant
Public Works Director
200 2nd St NE Box 37
Bondurant, IA 50035

RE: Grant Street Corridor Study – US 63 to 2nd St NE

Dear Mr. Horton,

Planning for the future of a community has many benefits. Engaging in a corridor study process will result in a strategy for Grant Street for now and the future. Bolton & Menk, Inc. has an experienced team that is both innovative and experienced in planning, engineering, data collection, analysis, and technology.

Proven and Experienced Team –We have assembled a project team based on their direct experience with this type of effort. They are professionals known for their practical experience, creativity, and commitment to making cities sustainable. We will provide the City of Bondurant with a full in-house team of professionals.

The pages that follow include a proposed scope for the corridor study effort. We are excited at the opportunity to partner with you to accomplish this work. We have identified this scope of work based on our understanding of the project objectives. We are happy to discuss the scope further as necessary.

Thank you for the opportunity to submit this proposal and contract for your consideration. We look forward to working with you on this study. I will serve as your project manager. If you have any additional questions, please contact me at 515-491-0632 or Jennifer.mccoy@bolton-menk.com.

Sincerely,

BOLTON & MENK, INC.

Jennifer McCoy

Jennifer McCoy, P.E. PTOE

Attachment

AGREEMENT FOR PROFESSIONAL SERVICES

GRANT STREET CORRIDOR STUDY – US 63 TO 2ND ST NE

CITY OF BONDURANT and BOLTON & MENK, INC.

This Agreement, made this 15th day of December 2025, by and between City of Bondurant, 200 2nd Street NE Box 37, Bondurant, IA 50035, ("CLIENT"), and BOLTON & MENK, INC., 439 E Grand Avenue, Suite 101, Des Moines IA 50309, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with Grant Street Corridor Study – US 63 to 2nd Street NE("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.

B. Upon mutual agreement of the parties, professional services in addition to the Basic Services (the "Additional Services") may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.

D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.

H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees for the time spent by CONSULTANT'S personnel in performance of the Services. Total fees for the Services shall not exceed $71,240.00 without the prior consent of CLIENT. See the attached Schedule 1 for Schedule of Fees applicable to this Agreement.

2. The preceding Schedule of Fees shall apply for services provided through December 31, 2026. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.

3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.

4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.

6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work subject to the Total cost not to exceed fee or approved Additional Services.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.

2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.

3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.

4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

SECTION IV - GENERAL

A. STANDARD OF CARE. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE. In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT's work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. CONSULTANT's obligation to indemnify the CLIENT and CLIENT's officers and employees harmless does not include a duty to defend. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages.

2. Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the

extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.

3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.

4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than $2,000,000 per occurrence and not less than $2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.

2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than $1,000,000 per accident for property damage, $2,000,000 for bodily injuries, death and damages to any one person and $2,000,000 for total bodily injury, death and damage claims arising from one accident.

3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.

4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than $500,000 for Bodily Injury by Disease per employee, $500,000.00 for Bodily Injury by Disease aggregate and $500,000 for Bodily Injury by Accident.

5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than $2,000,000 per claim and an annual aggregate of not less than $2,000,000 on a claims-made basis.

6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.

7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST. Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES. It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).

2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including reports, plans, and specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.

1. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT. This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION. This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,

2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.

3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.

4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.

5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in

any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

O. ASSIGNMENT. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL. All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW. This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Bondurant, Iowa	CONSULTANT: Bolton & Menk, Inc.
_____	_____
_____	Matthew Ferrier, PE
_____	_____

BOLTON & MENK

2026 FEE SCHEDULE

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2026. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

EMPLOYEE CLASSIFICATION	2026 HOURLY BILLING RATE
Administrative	$70-175
Technician	$98-186
Survey Technician	$112-202
Senior Technician	$138-230
Construction Manager	$162-228
Design Engineer	$135-202
Graduate Engineer	$125-190
Graduate Surveyor	$145-202
Landscape Designer	$128-178
Landscape Architect	$156-185
Licensed Project Surveyor	$190-237
Planner	$120-181
Project Engineer	$148-220
Project Manager	$140-261
Senior Landscape Architect	$154-269
Senior Planner	$172-240
Senior Project Engineer	$170-220
Senior Project Manager	$190-290
Architect	$160-276
Specialist*	$100-216
Practice Expert**	$125-349
Principal**	$180-320
Senior Principal**	$232-344
GPS/Robotic Survey Equipment[1]	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

[1] No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.
*Specialized role not classified above otherwise.
**Highly specialized and industry expertise unique to the market or area of discipline.

EXHIBIT A

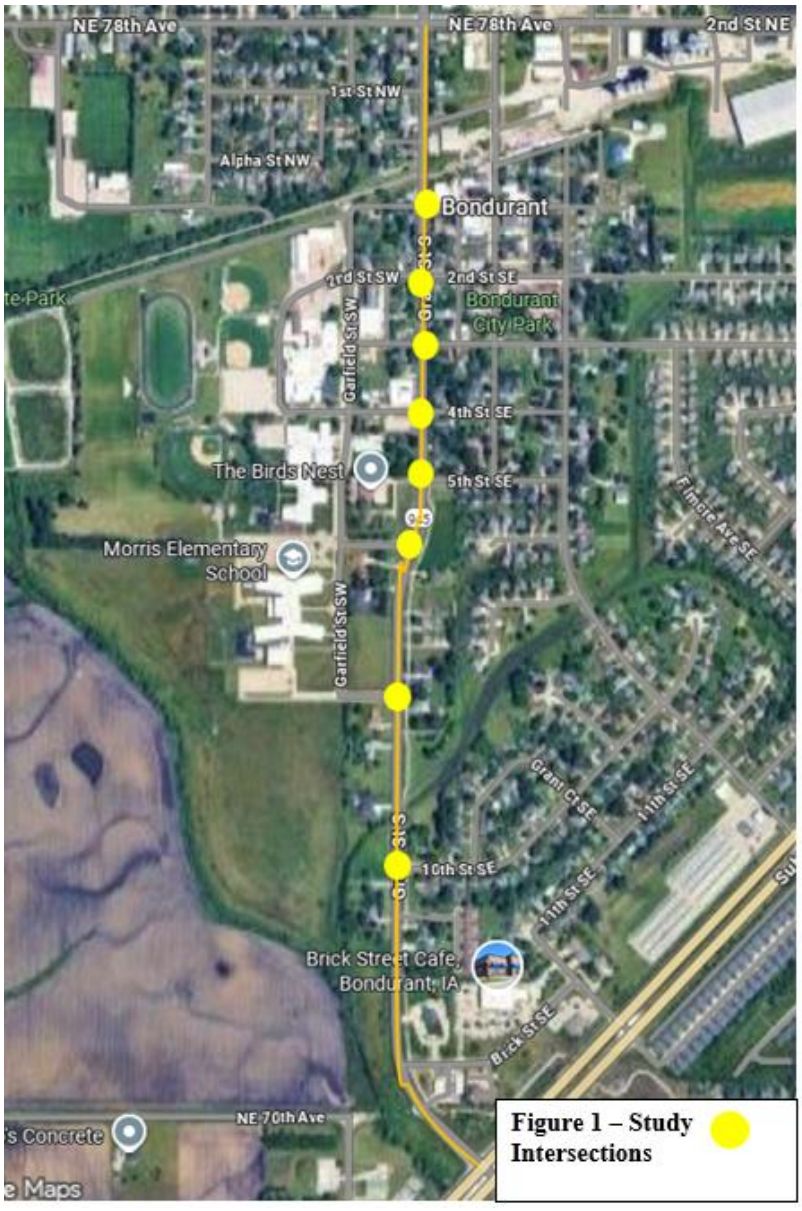
SCOPE OF SERVICES
FOR
GRANT STREET CORRIDOR STUDY – US 63 TO 2ND ST NE

DESCRIPTION OF PROPOSED PROJECT:

The **CONSULTANT** shall complete a corridor study that will examine the intersection traffic control and cross section needs for Grant Street to support existing and future traffic. The impact of school-related traffic from the school campus west of Grant Street will also be evaluated and public engagement will be conducted to gather thoughts and concerns about traffic on Grant Street.

CORRIDOR STUDY LOCATION/LIMITS:

The study area includes a review of the following eight intersections as shown in **Figure 1**.



SCOPE OF SERVICES:

The **CONSULTANT** shall provide the following services for the location/limits described above:

TASK 1: SCHOOL CAMPUS TRAFFIC REVIEW

A review of existing school campus circulation is proposed to examine current circulation challenges and analyze roadway network needs on and off Grant Street. Mitigations to aid existing traffic congestion challenges on campus and on Grant Street will be explored including modifications that can be made on and off the school campus site.

Task. 1.1

A. Capture UAV Drone footage in the area shown in yellow on **Figure 2** of Existing Campus Circulation Movements/Traffic Congestion during arrival/dismissal times

Task. 1.2

A. Review / Analyze Iowa DOT ICAT crashes in past 5 years for the intersections along Garfield Street.
    1) Include crash data tables per intersection
    2) Describe details of factors, circumstances, or conditions that resulted in injury crashes

Task. 1.3

A. Discuss potential concerns or modifications to the following:
    1) Roadway / intersection safety or operations
    2) Traffic control / geometric impacts to the streets / on-site campus changes
    3) Pedestrian / Bicyclist / Bus accommodations
B. Discuss any trends in crash data

Task. 1.4

A. Attend one in-person meeting with the school district administration and the City to discuss existing conditions/observations and ideas for campus site changes that could improve traffic flow on Garfield Street and Grant Street.

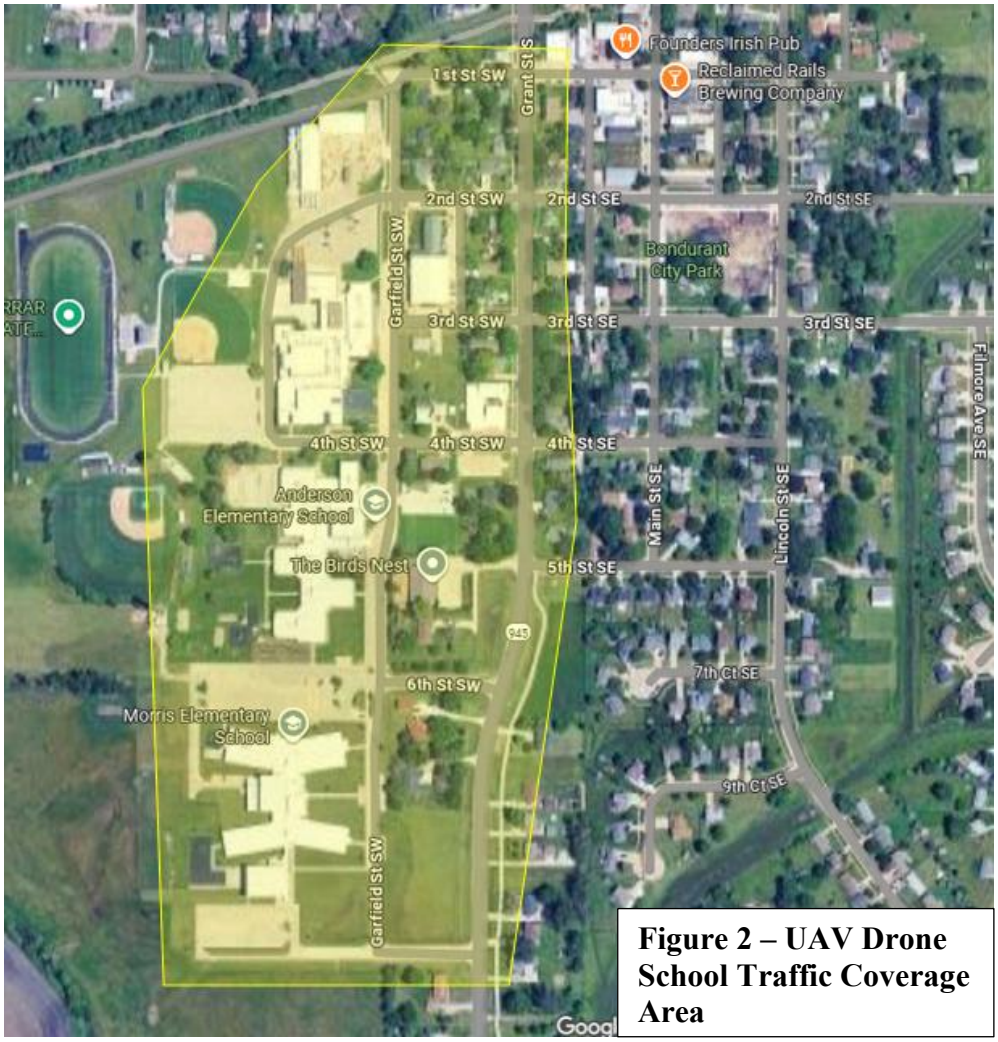


Figure 2 – UAV Drone School Traffic Coverage Area

TASK 2: CORRIDOR STUDY AND CONCEPTS

Task. 2.1

Data Collection/Review of Existing Conditions

The **CONSULTANT** shall collect all necessary data to complete required traffic analysis for Grant Street including the intersections shown in **Figure 2**:

A. Speed/Daily Traffic Count Data
   1) 13-hour Turning Movement Counts including heavy vehicles and pedestrians will be collected at the following intersections:
      1. Grant St/1st Street SE
      2. Grant St/3rd Street SE
      3. Grant St/5th Street SE
      4. Grant St/10th Street SE
   2) Previously counts from the 2023 TEAP study will be used for 2nd Street SE, 4th Street SE, 6th Street SE, and the Garfield St School Connector/9th Street SE.

B. Review of Streetlight Data

1) StreetLight InSight will be gathered to identify corridor users and travel patterns in the area to understand where vehicles are going to/from and how other streets could be built within the city to help alleviate future traffic on Grant Street
    i. Streetlight access is assumed to be provided to **CONSULTANT** through Bondurant and the Des Moines Area MPO.

C. Inventory of existing setbacks and ROW using available GIS and assessor information

D. Adjacent land usage and zoning, existing and proposed **(provided by the CITY)**

E. Inventory of street information and Roadway Configuration
1) Functional Classification
2) Width, number of lanes, intersection configurations
3) Posted speed limits
4) Intersection Traffic Control

F. Crash Review

Provide an updated recent analysis of crashes for the study intersections along Grant Street:
1) Review / Analyze Iowa DOT ICAT crashes for the latest five (5) years of data, 2020-2025, for the corridor and study intersections
2) Review the Iowa DOT's Potential Crash Reduction (PCR) for the study intersections
3) Review Collision Diagrams
4) Identify crash trends, contributing factors, types, frequencies
5) Describe details of factors, circumstances, or conditions that resulted in injury crashes

G. Review existing area studies including 2023 TEAP Study, City Land Use and Comprehensive Plans ***(provided by the* CITY*)***

Task. 2.2

Operations Analysis

The **CONSULTANT** shall examine existing ADT volumes and forecast ADT from Des Moines Area MPO's travel demand model. The **CONSULTANT** shall develop peak hour traffic projections for forecast year 2045 based on the Des Moines Area MPO's travel demand model.

An operational analysis of intersection traffic control treatments at each intersection will be prepared utilizing Synchro/SimTraffic for signal/all-way stop/Two-Way Stop and SIDRA for Roundabouts. Signal and Turn Lane Warrant Analysis for traffic control changes will be performed using the MUTCD, NCHRP 745, and NCHRP 457 warrants. Turn lane needs from the previous 2023 TEAP study will be reviewed and incorporated into this analysis as appropriate.

The **CONSULTANT** shall analyze the following scenarios for each intersection:
1) Existing No Build
2) Existing with proposed improvements
3) 2045 No Build
4) 2045 with proposed improvements

The measures of effectiveness used to evaluate the operational effectiveness will include delay, Level-of-Service, and queue length at individual intersections.

Task. 2.3
Safety Analysis

The **CONSULTANT** shall use the Highway Safety Manual predictive safety methodologies, CMF Clearinghouse, FHWA Proven Safety Countermeasures, and the Iowa DOT CRF List to evaluate and assess safety countermeasures to inform recommendations for intersection control treatment.

Task. 2.4
Evaluation Matrix

The **CONSULTANT** shall summarize the operations, safety, and planning level cost for each intersection control option considered in a matrix for review with the **CITY.** This matrix will be utilized to determine the preferred options.

Task. 2.5
Multi-modal Review

The **CONSULTANT** shall build upon the recommendations in the 2023 TEAP study to assess the pedestrian crossings of the Grant Street based on the 6th Edition Highway Capacity Manual, FHWA's STEP Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations, and other recognized Safe Routes to School design guidance.

Task. 2.6
Concept Design

The **CONSULTANT** shall develop a concept plan based on the safety and operational analysis, including up to 2 concepts per study intersection and up to two cross-section concepts for Grant Street.

Task. 2.7
Technical Report

The **CONSULTANT** shall provide a technical report documenting the results of the school traffic review, existing data collection, field observation, intersection configurations, ROW, land use changes, operational analysis, and safety analysis for the project corridor. The report will document short-term and long-term improvement strategies and shall include preferred conceptual layouts, estimated probable costs of the proposed improvements, and an implementation timeline.

Task. 2.8

Deliverables

The **CONSULTANT** shall provide the following deliverables:

1) Draft and Final Technical Report (to be provided electronically in PDF format)
2) Preliminary construction cost/project cost estimate for phased intersection improvements
3) Preferred concept design (to be provided electronically in PDF format and CAD linework)
4) Implementation Timeline
5) Turning Movement Counts Collected

TASK 3: PROJECT MANAGEMENT, COORDINATION, AND MEETINGS

Task. 3.1

Project Review Meetings

The **CONSULTANT** shall meet with the **CITY** through ongoing discussions and regularly scheduled check-in meetings with city staff to keep the project on track, including up to four total project team review meetings consisting of key staff from the city along with consultant team members.

Task. 3.2

Public Participation and Involvement

A. Open House

The C**ONSULTANT** shall provide the following services as part one (1) public open house:

1) One (1) pre-planning meeting with **CITY** staff.
2) Preparation of necessary maps, graphics, visualizations, and exhibits showing the proposed improvements.
3) Preparation of a Project Fact Sheet (for attendees to take)
4) Attendance at and participation in open house.

B. Input ID

CONSULTANT shall prepare and administer one online input ID web-based public engagement platform to gather public input about existing conditions and allow the public to provide comments and interact in a visual, user-friendly mapping interface. Results will be collected and provided to the **CITY** for review and consideration. The **CITY** shall provide a link to this map on the city's website and social media channels.

C. **Engagement Summary**

Summary of engagement conducted including public open house provided in a written Engagement Summary Report.

Task. 3.3

City Council Presentation

The **CONSULTANT** shall hold one in-person presentation of the findings of the study to the Bondurant City Council.

SCHEDULE

The **CONSULTANT** shall meet the deadlines as listed below. This schedule was prepared to include reasonable allowances for review and approval times required by the **CLIENT**. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project or delays beyond the control of the **CONSULTANT**:

Notice to Proceed – December 2025

School Traffic Review and Data Collection – January 2026

Project Team Meeting #1 – January 2026

Input ID – February-March 2026

Safety Analysis, Operations, Intersection Options – February-March 2026

Project Team Meeting #2 – March 2026

Draft Intersection Concepts & Cost Estimates – April 2026

Project Team Meeting #3 – May 2026

Open House – May 2026

Draft Technical Report – June 2026

Project Team Meeting #4 – June 2026

Final Technical Report – July 2026

Council Presentation – August 2026

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.r.
For Meeting of 2/2/2026
Resolution

TITLE: - Resolution approving the 32nd Street, SE/NE 62nd Avenue and NE 80th Street/Pleasant Street, SE Acquisition Plat for Recording

CONTACT PERSON:
Marketa Oliver, ICMA-CM, SPHR, City Administrator
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: An acquisition plat for 32nd St SE/NE 62nd Avenue and NE 80th Street/Pleasant Street SE Acquisition Plat has been prepared by Shive-Hattery for the purpose of transferring ownership of roadway area from the Iowa Department of Transportation (Iowa DOT) to the City of Bondurant for roadway purposes.

Approval by the Bondurant City Council is required before this acquisition plat can be recorded. The attached resolution approves the plat.

FUNDING SOURCE: Capital Fund

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-44
2. IDOT-POS-Draft Aquisition Plat

CITY OF BONDURANT
RESOLUTION NO. 260202-44

RESOLUTION APPROVING THE 32ND STREET, SE/NE 62ND AVENUE AND NE 80TH STREET/PLEASANT STREET, SE ACQUISITION PLAT FOR RECORDING

WHEREAS an acquisition plat for 32nd Street, SE/NE 62nd Avenue and NE 80th Street/Pleasant Street, SE Acquisition Plat has been prepared by Shive-Hattery for the purpose of transferring ownership of roadway area from the Iowa Department of Transportation (Iowa DOT) to the City of Bondurant; AND

WHEREAS approval of the Bondurant City Council is required before this acquisition plat can be recorded; AND

WHEREAS Shive-Hattery has developed the attached acquisitions plat.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bondurant, Iowa, that the 32nd Street, SE/NE 62nd Avenue and NE 80th Street/Pleasant Street, SE Acquisition Plat is approved for recording.

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.

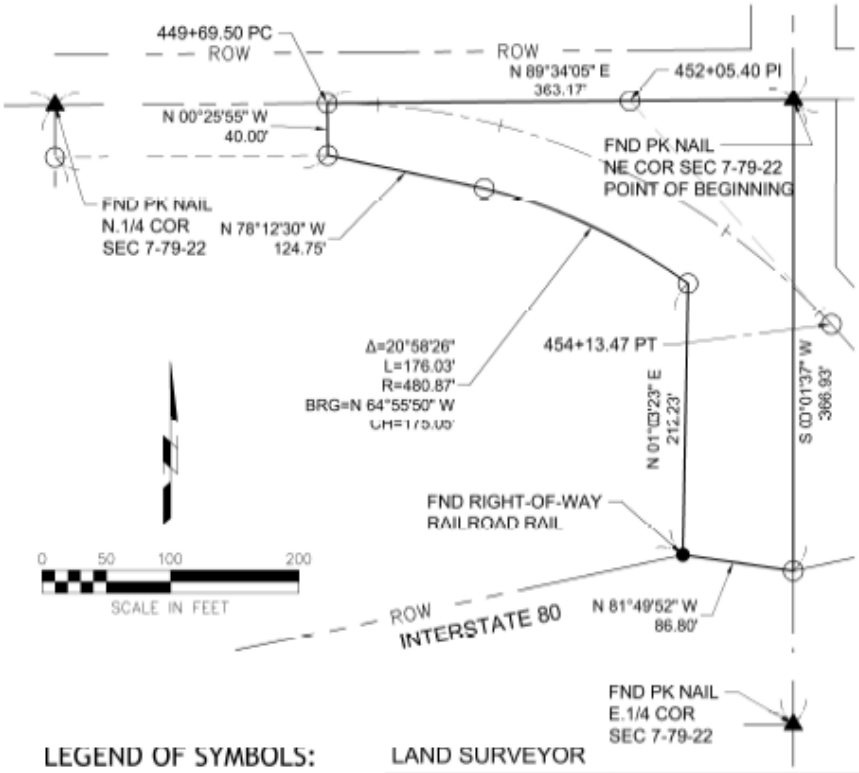
IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

_____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				

Index Legend	
City:	Bondurant
County:	Polk County
Geoparcel ID:	1106400008
Description:	NE1/4 SEC 7-79-22
Proprietor:	IOWA DEPARTMENT OF TRANSPORTATION
Surveyor:	MURRAY B. BERTING
Company:	SHIVE-HATTERY INC.
Return To:	4125 WESTOWN PARKWAY, SUITE 100 WEST DES MOINES, IA 50266, 515-223-8104

A PORTION OF THE IOWA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY FOR INTERSTATE 80, WITHIN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 79, RANGE 22, WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUTNY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOW:
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 7; THENCE S.00°01'37"W., A LONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 366.93 FEET; THENCE N.81°49'52"W., A DISTANCE OF 86.80 FEET; THENCE N.01°03'23"E., A DISTANCE OF 212.23 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 480.87 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 176.03 FEET, AND HAVING A CHORD BEARING OF N.64°55'50"W., AND A CHORD DISTANCE OF 175.05 FEET; THENCE N.78°12'30"W., A DISTANCE OF 124.75 FEET; THENCE N.00°25'55"W., A DISTANCE OF 40.00 FEET, TO THE NORTH LINE OF SAID SECTION 7; THENCE ALONG SAID NORTH LINE, N.89°34'05"E., A DISTANCE OF 363.17 FEET TO THE POINT OF BEGINNING. CONTAINING 52102 SQ.FT / 1.196 ACRES.



LEGEND OF SYMBOLS:

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- ▲ SECTION CORNER FOUND (AS NOTED)
- (R) RECORDED BEARING AND DISTANCE
- (M) MEASURED BEARING AND DISTANCE

LAND SURVEYOR

LICENSED LAND SURVEYOR
MURRAY B. BERTING
13148
IOWA

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

SIGNATURE _____ DATE 12/09/2025

PRINTED OR TYPED NAME MURRAY B BERTING

LICENSE NUMBER 13148

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

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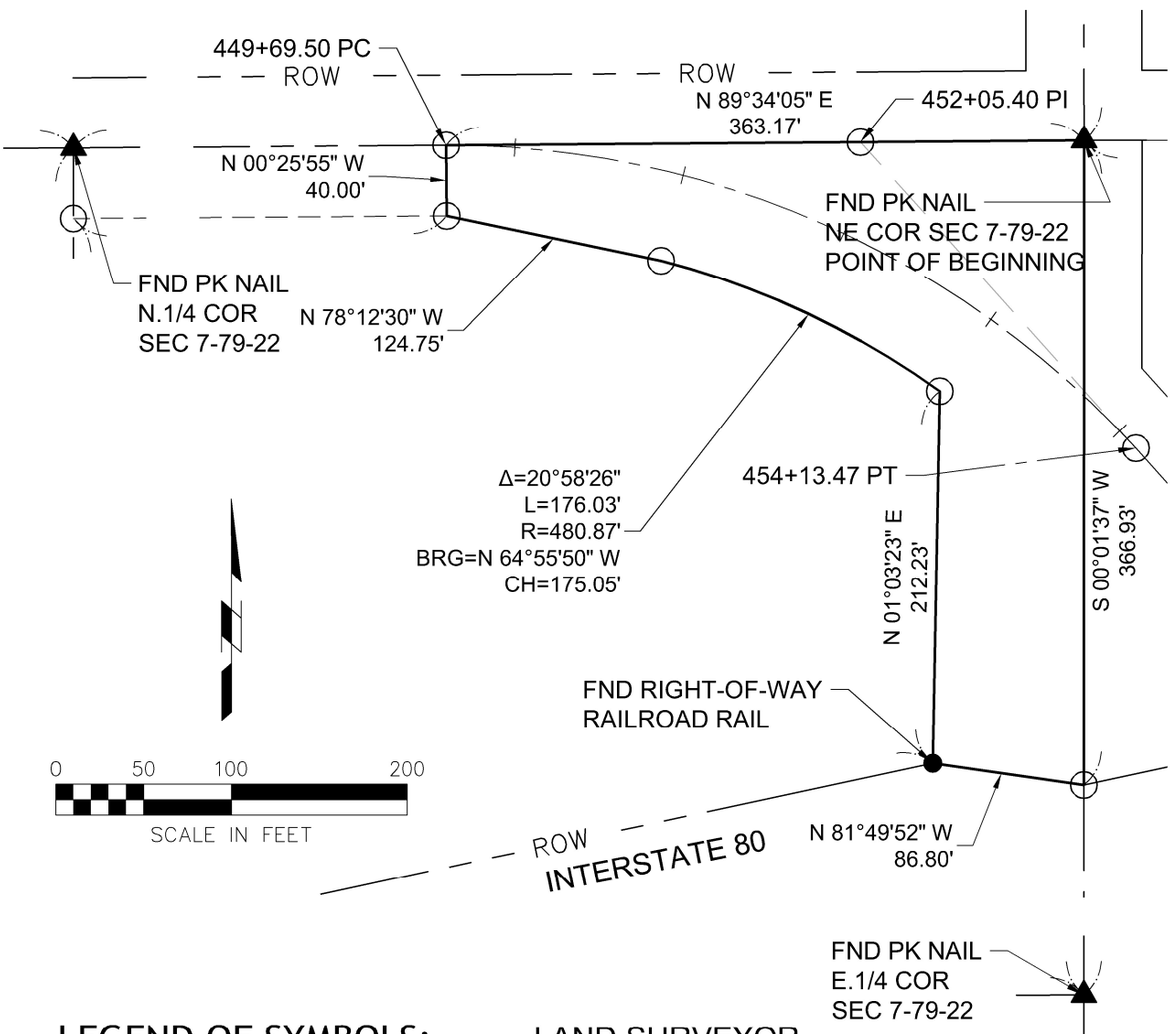
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BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.s.
For Meeting of 2/2/2026
Resolution

TITLE: - Resolution requesting ownership transfer of the Iowa Department of Transportation-owned property located at 32nd Street, SE/NE 62nd Avenue and NE 80th Street/Pleasant Street, SE to the City of Bondurant for public roadway purposes

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution requests ownership of a portion of the Iowa Department of Transportation-owned property located at 32nd Street/NE 62nd AVE/NE 80th Street to the City of Bondurant for public roadway purposes. This property was acquired by the Iowa Department of Transportation as part of the construction of Interstate 80. The City of Bondurant ownership of this property is preferred, as the City plans to upgrade, urbanize, and expand the adjacent roadway infrastructure.

The City has created an acquisition plat for this area and submitted it to the Iowa Department of Transportation for review.

The acquisition plat for 32nd Street SE and NE 80th Street/Pleasant Street SE, prepared by Shive-Hattery, requires approval from the Bondurant City Council before it can be recorded. The City has been in coordination with the Iowa DOT regarding this plat, which will facilitate the transfer of ownership of the roadway area from the Iowa DOT to the City of Bondurant. The City initiated this request after recently investing in improvements to the area, including the extension of a water main and stormwater work.

FUNDING SOURCE: N/A for roadway ownership

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-45
2. IDOT-POS-Draft Aquisition Plat

CITY OF BONDURANT
RESOLUTION NO. 260202-45

RESOLUTION REQUESTING OWNERSHIP TRANSFER OF THE IOWA DEPARTMENT OF TRANSPORTATION-OWNED PROPERTY AT 32ND STREET, SE/NE 62ND AVENUE AND NE 80TH STREET/PLEASANT STREET, SE TO THE CITY OF BONDURANT FOR PUBLIC ROADWAY PURPOSES

WHEREAS a section of ground located at located at 32nd Street SE/NE 62nd Avenue/NE 80th Street/Pleasant Street, SE is currently owned by the Iowa Department of Transportation; AND

WHEREAS the City of Bondurant ownership of the property, as shown in Attachment A, is requested for the efficient operations of the city's roadway system; AND

WHEREAS the City of Bondurant has plans to upgrade, expand, and urbanize the road infrastructure in this area; AND

WHEREAS the City of Bondurant acknowledges the transfer of this property is for public roadway purposes; AND

WHEREAS the City of Bondurant acknowledges the City will be required to provide this property at no cost back to the Iowa Department of Transportation if ever requested by the Iowa Department of Transportation in the future for the purposes of Interstate 80 expansion.

NOW, THEREFORE, BE IT RESOLVED that the Bondurant City Council requests ownership transfer of the Iowa Department of Transportation-owned property located at 32nd Street, SE/NE 62nd Avenue/NE 80th Street/Pleasant Street, SE to the City of Bondurant for public roadway purposes.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 2nd day of February 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.

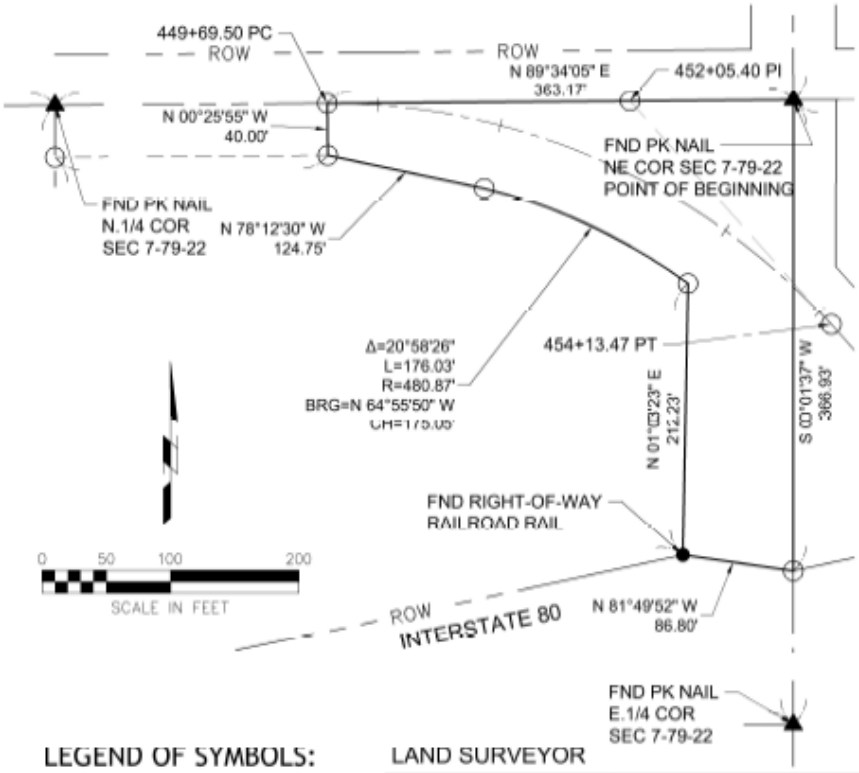
IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

_____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				

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City:	Bondurant
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SIGNATURE 12/09/2025 DATE

PRINTED OR TYPED NAME MURRAY B BERTING

LICENSE NUMBER 13148

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

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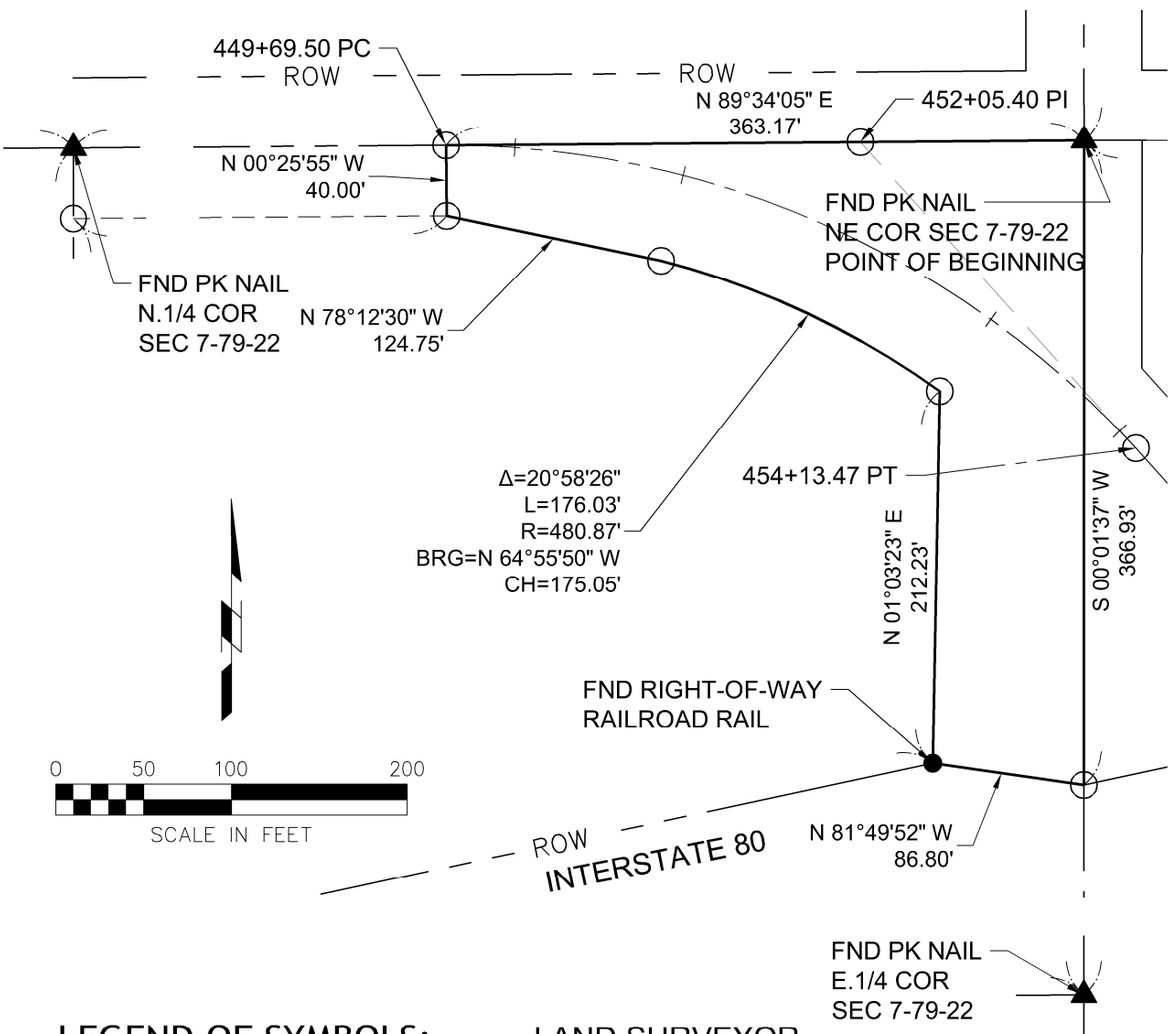
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LAND SURVEYOR

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SIGNATURE 12/29/2025 DATE

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BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.t.
For Meeting of 2/2/2026
Resolution

TITLE: - Resolution approving the RISE Accomplishment Report for the 2020 RISE-awarded project of 32nd Street, SW/Highway 65

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS:

The attached resolution approves the also-attached RISE Accomplishment Report for the City of Bondurant's 2020 RISE-awarded project.

Pursuant to Paragraph 40 of the Iowa DOT RISE funding agreement, the City is required to submit a RISE Accomplishment Report three years after the project is completed and opened to traffic. The report documents actual economic development outcomes associated with the RISE investment.

The 2020 RISE-awarded project (RM-0747(612)--9D-77) included reconstruction of approximately 4,600 feet of 32nd Street SW, 1,250 feet of Grant Street, and signal and intersection improvements at U.S. Highway 65 and 32nd Street SW. The reporting period spans from the Transportation Commission award date of January 14, 2020, to the present.



The improvements were intended to provide enhanced access to the Amazon site at 500 32nd Street SW. of more than 175 acres.

Submission of the Accomplishment Report by the City is required by February 6, 2026. Failure to meet RISE economic development requirements may result in a repayment obligation to the Iowa Department of Transportation.

This information is being presented to the City Council to highlight the accomplishments and economic development outcomes associated with the City's RISE investment and to fulfill the City's reporting obligations under the RISE funding agreement.

FUNDING SOURCE: N/A to submit accomplishment report.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-46

CITY OF BONDURANT
RESOLUTION NO. 260202-46

A RESOLUTION APPROVING THE RISE ACCOMPLISHMENT REPORT FOR THE 2020 RISE-AWARDED PROJECT FOR 32ND STREET SW / U.S. HIGHWAY 65

WHEREAS the City of Bondurant was awarded funding under the Iowa Department of Transportation's Revitalize Iowa's Sound Economy (RISE) program in 2020 for a transportation improvement project identified as RM-0747(612)--9D-77; AND

WHEREAS the 2020 RISE-awarded project included the reconstruction of approximately 4,600 feet of 32nd Street SW, approximately 1,250 feet of Grant Street, and signal and intersection improvements at U.S. Highway 65 and 32nd Street SW; AND

WHEREAS the improvements provided enhanced access to the Amazon site located at 500 32nd Street SW, consisting of more than 175 acres, and to support economic development within the City; AND

WHEREAS pursuant to Paragraph 40 of the Iowa DOT RISE funding agreement, the City is required to submit a RISE Accomplishment Report three years after the project is completed and opened to traffic, documenting actual economic development outcomes associated with the RISE investment; AND

WHEREAS the reporting period for the RISE Accomplishment Report spans from the Transportation Commission award date of January 14, 2020, to the present; AND

WHEREAS submission of the RISE Accomplishment Report is required by February 6, 2026, and failure to meet RISE economic development requirements may result in a repayment obligation to the Iowa Department of Transportation; AND

WHEREAS, he City Council has reviewed the attached RISE Accomplishment Report and desires to approve its submission in order to fulfill the City's obligations under the RISE funding agreement and to acknowledge the accomplishments and economic development outcomes associated with the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the RISE Accomplishment Report for the City of Bondurant's 2020 RISE-awarded project for 32nd Street SW / U.S. Highway 65 is hereby approved and the City Council authorizes City staff to submit the approved RISE Accomplishment Report to the Iowa Department of Transportation in accordance with the requirements of the RISE funding agreement.

Passed this 2nd day of February 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. 6.u.
For Meeting of 2/2/2026
Resolution

TITLE: - Resolution approving the RISE Accomplishment Report for the 2020 RISE-awarded Shiloh Rose Parkway, SW and 23rd Street, SW Project

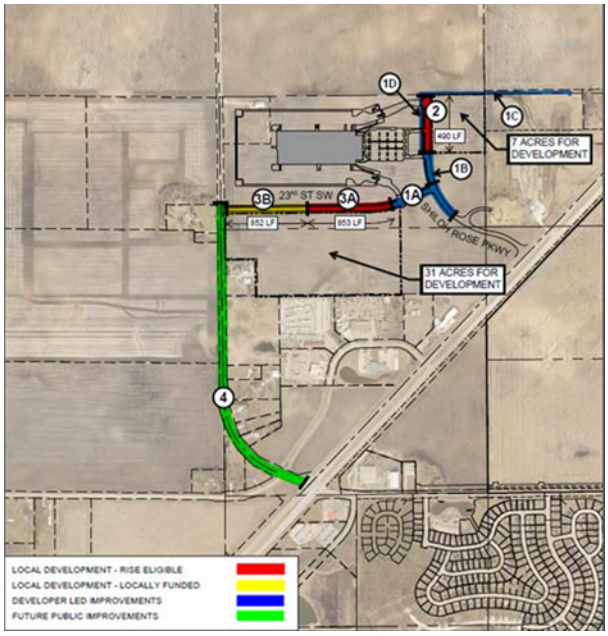
CONTACT PERSON:
Maggie Murray, Planning & Community Development Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS:

The attached resolution approves the also-attached RISE Accomplishment Report for the City of Bondurant's 2020 RISE-awarded project.

Pursuant to Paragraph 40 of the Iowa DOT RISE funding agreement, the City is required to submit a RISE Accomplishment Report three years after the project is completed and opened to traffic. The report documents actual economic development outcomes associated with the RISE investment.

The 2020 RISE-awarded project (RM-0747(614)--9D-77) included construction of approximately 490 feet of Shiloh Rose Parkway and 853 feet of 23rd Street SW located on the southwest side of town. The reporting period spans from the Transportation Commission award date of August 17, 2020, to the present.



Submission of the Accomplishment Report by the City is required by February 6, 2026. Failure to meet RISE economic development requirements may result in a repayment obligation to the Iowa Department of Transportation.

This information is being presented to the City Council to highlight the accomplishments and economic development outcomes associated with the City's RISE investment and to fulfill the City's reporting obligations under the RISE funding agreement.

FUNDING SOURCE: N/A to submit accomplishment report.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-47

CITY OF BONDURANT
RESOLUTION NO. 260202-47

RESOLUTION APPROVING THE RISE ACCOMPLISHMENT REPORT FOR THE 2020 RISE-AWARDED SHILOH ROSE PARKWAY SW AND 23RD STREET SW PROJECT

WHEREAS the City of Bondurant was awarded funding under the Iowa Department of Transportation's Revitalize Iowa's Sound Economy (RISE) program in 2020 for a transportation improvement project identified as RM-0747(614)--9D-77); AND

WHEREAS the 2020 RISE-awarded project included construction of approximately 490 feet of Shiloh Rose Parkway and 853 feet of 23rd Street SW located on the southwest side of town; AND

WHEREAS pursuant to Paragraph 40 of the Iowa DOT RISE funding agreement, the City is required to submit a RISE Accomplishment Report three years after the project is completed and opened to traffic, documenting actual economic development outcomes associated with the RISE investment; AND

WHEREAS the reporting period for the RISE Accomplishment Report spans from the Transportation Commission award date of August 17, 2020, to the present; AND

WHEREAS submission of the RISE Accomplishment Report is required by February 6, 2026, and failure to meet RISE economic development requirements may result in a repayment obligation to the Iowa Department of Transportation; AND

WHEREAS, the City Council has reviewed the attached RISE Accomplishment Report and desires to approve its submission in order to fulfill the City's obligations under the RISE funding agreement and to acknowledge the accomplishments and economic development outcomes associated with the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the RISE Accomplishment Report for the City of Bondurant's 2020 RISE-awarded project for 23rd Street SW and Shiloh Rose Parkway SW is hereby approved and the City Council authorizes City staff to submit the approved RISE Accomplishment Report to the Iowa Department of Transportation in accordance with the requirements of the RISE funding agreement.

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				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.v.
For Meeting of 2/2/2026
Ordinance

TITLE: - (First Reading) Ordinance Amending the Code of Ordinances by Amending Chapter 50, Nuisances Generally

CONTACT PERSON:
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: Staff has submitted an amended Chapter 50 Nuisances Generally for review and adoption by the City Council. The amended chapter aims to better define nuisances and better define the notice and abatement process. The current nuisances code has vague language that creates issues for city staff and residents alike on what is and is not nuisances. Staff researched nuisance codes from communities across the state, the metro and discussed code language with other metro nuisance code enforcement officers.

This item was a discussion item at the January 20, 2026, council meeting.

FUNDING SOURCE: NA to pass the ordinance; however, the City intends to budget more for nuisance abatement

STAFF RECOMMENDATION: Approve first reading of the ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. ORDINANCE NO. 260202-200
2. CHAPTER 50 - Nuisances Generally - Amended
3. CHAPTER 50 - Nuisances Generally - Clean

CITY OF BONDURANT
ORDINANCE NO. 260202-200

AN ORDINANCE AMENDING THE CITY CODE OF BONDURANT, IOWA, BY AMENDING CHAPTER 50 NUISANCE ABATEMENT PROCEDURE

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

Section 1. **SECTIONS AMENDED.** Section 50 of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is amended to read as follows:

CHAPTER 50
NUISANCES GENERALLY ~~ABATEMENT PROCEDURE~~

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, ~~or~~ unreasonably offensive to the senses, or an obstruction to the free use of property so as ~~essentially~~ to interfere unreasonably with the comfortable enjoyment of life or property is a nuisance. (Code of Iowa, § 657.1)

~~(Code of Iowa, Sec. 657.1)~~

50.02 NUISANCES ENUMERATED. The following subsections include, but do not limit, ~~the~~ conditions the City declares ~~which are deemed~~ to be nuisances ~~in the City~~ pursuant to its authority under Iowa Code §364.12. The conditions listed shall be considered nuisances whether occurring on public of private property:

~~(Code of Iowa, Sec. 657.2)~~

1. "**Noxious exhalations, offensive smells".** The erecting, continuing, or using of any building or ~~other~~ place for ~~the exercise of~~ any trade, employment, or manufacture that, ~~which,~~ by occasioning noxious exhalations, ~~unreasonably~~ offensive smells, or other material annoyances, becomes injurious ~~and~~ or dangerous to ~~the~~ health, comfort or property ~~of individuals or the public~~.
2. **"Filth or ~~Noisome~~ noxious, offensive substances"** ~~means~~ 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. ~~or suffering any offal, filth or noisome substance to be collected or to remain in any place to the prejudice of others~~.
   A. "Noxious substances" any substance, solid or fluid, that is offensive, detrimental to health, hurtful or dangerous.

~~3. Impeding Passage of Navigable River. Obstructing or impeding without legal authority the passage of any navigable river, harbor or collection of water.~~

4. **"Water obstruction~~, corruption~~ or pollution"**.

A. Corrupting or rendering unwholesome or impure the water of any river, stream or pond, or unlawfully diverting the same ~~from its natural course or state,~~ 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.

i. Subsection C does not apply to rain barrels that are maintained and free of other nuisances.

5. Blocking public and private ways. Obstructing or encumbering~~, by fences, buildings or otherwise, the~~ public roads, private ways, streets, alleys, sidewalks, commons, landing places, or ~~burying~~ burial grounds.

6. Billboards. Billboards~~, signboards and advertising~~ or signs, ~~whether erected and constructed on public or private property, which so obstruct and impair~~ obstructing the view of ~~any portion or part of~~ a public street~~, avenue, highway, boulevard or alley~~ or ~~of a~~ railroad or ~~street railway~~ tracks so as to create a hazard ~~render dangerous the use thereof~~. (See ~~also~~ Section 62.09)

7. Storing ~~of~~ flammable junk. Depositing or storing ~~of~~ flammable junk, such as ~~old~~ rags, rope, ~~cordage~~, rubber, bones ~~and~~ or paper, ~~by dealers in such articles~~ within the fire limits of the City, unless stored in a fire-rated structure ~~in a building of fireproof construction~~. (See ~~also~~ Chapter 51)

8. Air pollution. Emission of dense smoke, noxious fumes, ~~or~~ fly ash, or pollutants injurious to health.

9. Weeds, grass and other dense growth.

A. Dense growth of ~~all~~ weeds, vines, brush or ~~other~~ vegetation ~~in the City~~ so as to constitute a health, safety or fire hazard;

B. Noxious or invasive grasses or weeds as defined by ~~the Code of~~ Iowa law or the Polk County Weed Commission; ~~and~~

C. Grass ~~and other~~ or similar ~~growth which exceeds~~ vegetation exceeding eight (8) inches in height.

~~***(Ordinance No. 08-214)***~~

D. Subsection A and C ~~above~~ do not apply to ~~purposely~~ intentionally planted vegetable, flower ~~gardens or purposely planted~~ or wildflower gardens, or other landscaping features~~, so long as they are~~ maintained free of noxious or invasive grasses or weeds.

E. ~~Weeds, Grass and other dense growth shall be given~~ A minimum of forty-eight (48) hours shall be allowed for correction after notice.

(Ordinance No. 03-223)

10. ~~Dutch Elm Disease~~. **"Diseased trees"** Trees infected with Dutch Elm Disease, Emerald Ash Borer or other diseases. See Section 151.10.

11. Airport ~~Air Space~~ ,airspace hazards. Any object or structure ~~hereafter~~ erected within ~~one thousand (~~1,000~~)~~ feet of ~~the limits of any municipal or regularly~~ ~~established~~ an airport ~~or landing place, which may endanger or obstruct aerial navigation including take-off and landing~~, that endangers or obstructs aircraft operations unless a permitted use ~~such object or structure constitutes a proper use or enjoyment of the land on which the same is located~~.

12. Houses of ill fame. ~~Houses of ill fame, kept~~ Properties used for ~~the purpose of~~ prostitution ~~and lewdness~~, gambling ~~houses~~, ~~places resorted to by persons participating in~~ criminal gang activity, ~~prohibited by Chapter 723A of the Code of Iowa or places resorted to by persons using~~ unlawful controlled substance~~s, as defined in Section 124.101 of the Code of Iowa, in violation of law, or houses where drunkenness, quarreling, fighting or breaches of the peace are carried on or permitted to the disturbance of~~ use, or other disorderly conduct disturbing others.

13. Sump pump discharge. Discharging sump pumps ~~i~~onto ~~the~~ streets, sidewalks, alleys, public rights-of-way, or neighboring private property ~~where storm sewer is available~~.

14. **"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.

15. **"Slaughtering animals"** Slaughtering, processing or hanging animals or fowl in residential areas unless done entirely inside a permanent structure.

16. **"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.

17. **"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)

18. **"Abandoned vehicles, equipment, or materials**" Attractive nuisance dangerous to children including abandoned vehicles, appliances, pools, ponds, excavations, machinery, or construction debris.

19. **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.

20. "**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.

~~***(Ordinance No. 10-209)***~~

50.03 OTHER CONDITIONS. ~~The following chapters of this Code of Ordinances contain regulations prohibiting or restricting other~~ Nuisances also include conditions ~~which are deemed to be nuisances~~ regulated in:

1. Abandoned or ~~Junk and~~ Junk Motor Vehicles (~~See~~ Chapter 51)
2. Storage and Disposal of Solid Waste (~~See~~ Chapter 105)
3. Trees (~~See~~ Chapter 151)

50.04 NUISANCES PROHIBITED. The creation or maintenance of a nuisance is prohibited~~, and~~ A nuisance~~, public or private~~, may be abated ~~in~~ by the ~~manner~~ City as provided ~~for~~ in this chapter or State law. (Code of Iowa, § 657.3)

~~(Code of Iowa, Sec. 657.3)~~

50.05 NUISANCE ABATEMENT. Whenever the ~~Mayor~~ City Administrator or other authorized ~~municipal~~ officer ~~finds that~~ determines a nuisance exists, ~~such~~ the officer ~~shall cause to be served upon the property owner a~~ shall serve written notice ~~to~~ ordering abatement ~~the nuisance~~ within a reasonable ~~time after notice. †~~ (Code of Iowa, § 364.12(3)(h))

~~(Code of Iowa, Sec. 364.12[3h])~~

50.06 NOTICE TO ABATE: CONTENTS. The notice ~~to abate~~ shall contain:

(Code of Iowa, Sec. 364.12[3h])

1. ~~Description of Nuisance.~~ A description of ~~what constitutes~~ the nuisance;
2. ~~Location of Nuisance.~~ The location of the nuisance;
3. ~~Acts Necessary to Abate. A statement of~~ The ~~act or~~ acts necessary to abate the nuisance;
4. ~~Reasonable Time.~~ A reasonable time ~~within which~~ to complete ~~the~~ abatement determined by the City Administrator based on number and type of nuisances present.
5. ~~Assessment of City Costs.~~ A statement that if the nuisance ~~or condition~~ is not abated ~~as directed~~ and no ~~request for~~ hearing is ~~made within the time prescribed~~ requested, the City will abate it and assess ~~the~~ costs ~~against such person~~. (Code of Iowa, § 364.12(3)(h))

50.07 METHOD OF SERVICE.

1. ~~The~~ Notice to abate may be ~~in the form of an ordinance~~, served by:
   a. Certified mail, ~~or sent by~~ 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. ~~unless the nuisance is Weeds; Noxious~~

2. For recurring, seasonal, or readily observable nuisance including tall grass, ~~–~~weeds ~~as defined by the Code of Iowa, or Grass and Other Dense Growth, Grass and other similar growth which exceeds eight (8) inches in height. In the event the nuisance is one of the grass-related offenses, a door hanger will be placed on the door of the property's main structure indicating the violation and the timeline in which the issue(s) must be corrected. If the nuisance is weed-related, the issue may be referred to the Polk County Weed Commissioner~~ 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.

~~(Code of Iowa, Sec. 364.12[3h])~~
~~*(Ordinance No. 12-215)*~~
~~*(Ordinance No. 190520-209)*~~

50.08 REQUEST FOR HEARING. A~~ny~~ person ordered to abate a nuisance may ~~have~~ request a hearing ~~with~~ before the City Council ~~as to whether~~ by filing ~~a nuisance exists. A~~ a written request ~~for a hearing must be made in writing and delivered to~~ with the City Administrator within the time stated in the notice.~~, or~~ 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. ~~it will be conclusively presumed that a nuisance exists and it must be abated as ordered. The hearing will be before the Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.~~ The Council's decision shall be final.

50.09 ABATEMENT IN EMERGENCY.

1. If ~~it is determined that~~ a nuisance exists an ~~emergency exists by reason of the continuing maintenance of the nuisance or condition, the City may perform any action which may be required under this chapter~~ immediate and serious threat to public health or safety, the City may abate it without prior notice. ~~The City shall assess the costs as provided in Section 50.11 after notice to the property owner under the applicable provisions of Sections 50.05, 50.06 and 50.07 and hearing as provided in Section 50.08.~~
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))

~~Code of Iowa, Sec. 364.12[3h])~~

50.10 ABATEMENT BY CITY. If ~~the~~ a person ~~notified to abate a nuisance or condition neglects or~~ fails to abate a nuisance as directed, the City may perform the ~~required action to abate,~~

~~keeping~~ work and keep an ~~accurate account of the expense incurred. The~~ itemized ~~expense account shall be filed with the City Administrator who shall pay such~~ record of expenses ~~on behalf of the City~~. (Code of Iowa, § 364.12(3)(h))

~~(Code of Iowa, Sec. 364.12[3h])~~

50.11 COLLECTION OF COSTS. The City Administrator shall ~~send~~ mail a statement of ~~the total expense incurred~~ abatement costs by certified mail ~~to the property owner who has failed to abide by the notice to abate, and if the amount shown by the statement has not been paid within one (1)~~ . If unpaid after one month, the ~~City Administrator~~ costs shall ~~certify the costs~~ be certified to the County Treasurer ~~and such costs shall then be collected with, and in the same manner, as general~~ for collection with property taxes. (Code of Iowa, § 364.12(3)(h))

~~(Code of Iowa, Sec. 364.12[3h])~~

50.12 INSTALLMENT PAYMENT OF COST OF ABATEMENT. ~~If the amount expended to abate the nuisance or condition exceeds one hundred dollars ($100.00),~~ If abatement costs exceed $1,500, the City may permit ~~the assessment to be paid~~ payment in up to ten ~~(10)~~ annual installments~~, to be paid in the same manner and with the same interest rates provided for~~ under the same terms applicable to special assessments ~~against benefited property under State law~~. (Code of Iowa, § 364.13)

~~(Code of Iowa, Sec. 364.13)~~

50.13 FAILURE TO ABATE. ~~Any person causing or maintaining a nuisance who shall fail or refuse to abate or remove the same within the reasonable time required and specified in the notice to abate is in violation of this Code of Ordinances.~~ Any person who fails to abata 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.

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

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

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

PASSED AND APPROVED by the City Council this _____ day of _____, 2026

CITY OF BONDURANT, POLK COUNTY, IOWA

_____

DOUG ELROD, MAYOR

ATTEST:

_____
SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: February 2, 2026
SECOND CONSIDERATION:
THIRD CONSIDERATION:

CLERK’S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. _____, was published as required by law on the ___ day of _____, 2026.

_____
Shelby Hagan
City Clerk

CHAPTER 50

NUISANCES GENERALLY ~~ABATEMENT PROCEDURE~~

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**
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50.01 DEFINITION OF NUISANCE. Whatever is injurious to health, indecent, ~~or~~ unreasonably offensive to the senses, or an obstruction to the free use of property so as ~~essentially~~ to interfere unreasonably with the comfortable enjoyment of life or property is a nuisance. (Code of Iowa, § 657.1)

~~(Code of Iowa, Sec. 657.1)~~

50.02 NUISANCES ENUMERATED. The following subsections include, but do not limit, ~~the~~ conditions the City declares ~~which are deemed~~ to be nuisances ~~in the City~~ pursuant to its authority under Iowa Code §364.12. The conditions listed shall be considered nuisances whether occurring on public of private property:

~~(Code of Iowa, Sec. 657.2)~~

1. "**Noxious exhalations, offensive smells".** The erecting, continuing, or using of any building or ~~other~~ place for ~~the exercise of~~ any trade, employment, or manufacture that, ~~which,~~ by occasioning noxious exhalations, ~~unreasonably~~ offensive smells, or other material annoyances, becomes injurious ~~and~~ or dangerous to ~~the~~ health, comfort or property ~~of individuals or the public~~.
2. **"Filth or ~~Noisome~~ noxious, offensive substances"** ~~means~~ 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. ~~or suffering any offal, filth or noisome substance to be collected or to remain in any place to the prejudice of others~~.

A. "Noxious substances" any substance, solid or fluid, that is offensive, detrimental to health, hurtful or dangerous.

~~3. Impeding Passage of Navigable River. Obstructing or impeding without legal authority the passage of any navigable river, harbor or collection of water.~~

4. **"Water obstruction~~, corruption~~ or pollution"**.

A. Corrupting or rendering unwholesome or impure the water of any river, stream or pond, or unlawfully diverting the same ~~from its natural course or state,~~ 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.

i. Subsection C does not apply to rain barrels that are maintained and free of other nuisances.

5. Blocking public and private ways. Obstructing or encumbering~~, by fences, buildings or otherwise, the~~ public roads, private ways, streets, alleys, sidewalks, commons, landing places, or ~~burying~~ burial grounds.

6. Billboards. Billboards~~, signboards and advertising~~ or signs, ~~whether erected and constructed on public or private property, which so obstruct and impair~~ obstructing the view of ~~any portion or part of~~ a public street~~, avenue, highway, boulevard or alley~~ or ~~of a~~ railroad or ~~street railway~~ tracks so as to create a hazard ~~render dangerous the use thereof~~. (See ~~also~~ Section 62.09)

7. Storing ~~of~~ flammable junk. Depositing or storing ~~of~~ flammable junk, such as ~~old~~ rags, rope, ~~cordage~~, rubber, bones ~~and~~ or paper, ~~by dealers in such articles~~ within the fire limits of the City, unless stored in a fire-rated structure ~~in a building of fireproof construction~~. (See ~~also~~ Chapter 51)

8. Air pollution. Emission of dense smoke, noxious fumes, ~~or~~ fly ash, or pollutants injurious to health.

9. Weeds, grass and other dense growth.

A. Dense growth of ~~all~~ weeds, vines, brush or ~~other~~ vegetation ~~in the City~~ so as to constitute a health, safety or fire hazard;

B. Noxious or invasive grasses or weeds as defined by ~~the Code of~~ Iowa law or the Polk County Weed Commission; ~~and~~

C. Grass ~~and other~~ or similar ~~growth which exceeds~~ vegetation exceeding eight (8) inches in height.

~~(Ordinance No. 08-214)~~

D. Subsection A and C ~~above~~ do not apply to ~~purposely~~ intentionally planted vegetable, flower ~~gardens or purposely planted~~ or wildflower gardens, or other landscaping features~~, so long as they are~~ maintained free of noxious or invasive grasses or weeds.

E. ~~Weeds, Grass and other dense growth shall be given~~ A minimum of forty-eight (48) hours shall be allowed for correction after notice.

(Ordinance No. 03-223)

10. ~~Dutch Elm Disease~~. **"Diseased trees"** Trees infected with Dutch Elm Disease, Emerald Ash Borer or other diseases. See Section 151.10.
11. Airport ~~Air Space~~ ,airspace hazards. Any object or structure ~~hereafter~~ erected within ~~one thousand (~~1,000~~)~~ feet of ~~the limits of any municipal or regularly~~ ~~established~~ an airport ~~or landing place, which may endanger or obstruct aerial navigation including take-off and landing~~, that endangers or obstructs aircraft operations unless a permitted use ~~such object or structure constitutes a proper use or enjoyment of the land on which the same is located~~.
12. Houses of ill fame. ~~Houses of ill fame, kept~~ Properties used for ~~the purpose of~~ prostitution ~~and lewdness~~, gambling ~~houses~~, ~~places resorted to by persons participating in~~ criminal gang activity, ~~prohibited by Chapter 723A of the Code of Iowa or places resorted to by persons using~~ unlawful controlled substance~~s, as defined in Section 124.101 of the Code of Iowa, in violation of law, or houses where drunkenness, quarreling, fighting or breaches of the peace are carried on or permitted to the disturbance of~~ use, or other disorderly conduct disturbing others.
13. Sump pump discharge. Discharging sump pumps ~~i~~onto ~~the~~ streets, sidewalks, alleys, public rights-of-way, or neighboring private property ~~where storm sewer is available~~.
14. **"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.
15. **"Slaughtering animals"** Slaughtering, processing or hanging animals or fowl in residential areas unless done entirely inside a permanent structure.
16. **"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.
17. **"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)
18. **"Abandoned vehicles, equipment, or materials**" Attractive nuisance dangerous to children including abandoned vehicles, appliances, pools, ponds, excavations, machinery, or construction debris.
19. **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.

20. **"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.

~~***(Ordinance No. 10-209)***~~

50.03 OTHER CONDITIONS. ~~The following chapters of this Code of Ordinances contain regulations prohibiting or restricting other~~ Nuisances also include conditions ~~which are deemed to be nuisances~~ regulated in:

1. Abandoned or ~~Junk and~~ Junk Motor Vehicles (~~See~~ Chapter 51)

2. Storage and Disposal of Solid Waste (~~See~~ Chapter 105)

3. Trees (~~See~~ Chapter 151)

50.04 NUISANCES PROHIBITED. The creation or maintenance of a nuisance is prohibited~~, and~~ A nuisance~~, public or private~~, may be abated ~~in~~ by the ~~manner~~ City as provided ~~for~~ in this chapter or State law. (Code of Iowa, § 657.3)

~~(Code of Iowa, Sec. 657.3)~~

50.05 NUISANCE ABATEMENT. When~~ever~~ the ~~Mayor~~ City Administrator or other authorized ~~municipal~~ officer ~~finds that~~ determines a nuisance exists, ~~such~~ the officer ~~shall cause to be served upon the property owner a~~ shall serve written notice ~~to~~ ordering abatement ~~the nuisance~~ within a reasonable ~~time after notice. †~~ (Code of Iowa, § 364.12(3)(h))

~~(Code of Iowa, Sec. 364.12[3h])~~

50.06 NOTICE TO ABATE: CONTENTS. The notice ~~to abate~~ shall contain:

(Code of Iowa, Sec. 364.12[3h])

1. ~~Description of Nuisance.~~ A description of ~~what constitutes~~ the nuisance;
2. ~~Location of Nuisance.~~ The location of the nuisance;
3. ~~Acts Necessary to Abate. A statement of~~ The ~~act or~~ acts necessary to abate the nuisance;
4. ~~Reasonable Time.~~ A reasonable time ~~within which~~ to complete ~~the~~ abatement determined by the City Administrator based on number and type of nuisances present.

5. ~~Assessment of City Costs.~~ A statement that if the nuisance ~~or condition~~ is not abated ~~as directed~~ and no ~~request for~~ hearing is ~~made within the time prescribed~~ requested, the City will abate it and assess ~~the~~ costs ~~against such person~~. (Code of Iowa, § 364.12(3)(h))

50.07 METHOD OF SERVICE.

1. ~~The~~ Notice to abate may be ~~in the form of an ordinance~~, served by:
   a. Certified mail, ~~or sent by~~ 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. ~~unless the nuisance is Weeds; Noxious~~
2. For recurring, seasonal, or readily observable nuisance including tall grass,–weeds ~~as defined by the Code of Iowa, or Grass and Other Dense Growth, Grass and other similar growth which exceeds eight (8) inches in height. In the event the nuisance is one of the grass-related offenses, a door hanger will be placed on the door of the property's main structure indicating the violation and the timeline in which the issue(s) must be corrected. If the nuisance is weed-related, the issue may be referred to the Polk County Weed Commissioner~~ 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.

~~(Code of Iowa, Sec. 364.12[3h])~~
~~***(Ordinance No. 12-215)***~~
~~***(Ordinance No. 190520-209)***~~

50.08 REQUEST FOR HEARING. A~~ny~~ person ordered to abate a nuisance may ~~have~~ request a hearing ~~with~~ before the City Council ~~as to whether~~ by filing ~~a nuisance exists. A~~ a written request ~~for a hearing must be made in writing and delivered to~~ with the City Administrator within the time stated in the notice.~~, or~~ 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. ~~it will be conclusively presumed that a nuisance exists and it must be abated as ordered. The hearing will be before the Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.~~ The Council's decision shall be final.

50.09 ABATEMENT IN EMERGENCY.

1. If ~~it is determined that~~ a nuisance exists an ~~emergency exists by reason of the continuing maintenance of the nuisance or condition, the City may perform any action which may be required under this chapter~~ immediate and serious threat to public health or safety, the City may abate it without prior notice. ~~The City shall assess the costs as provided in Section 50.11 after notice to the property owner under the applicable provisions of Sections 50.05, 50.06 and 50.07 and hearing as provided in Section 50.08.~~
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))

~~Code of Iowa, Sec. 364.12[3h])~~

50.10 ABATEMENT BY CITY. If ~~the~~ a person ~~notified to abate a nuisance or condition neglects or~~ fails to abate a nuisance as directed, the City may perform the ~~required action to abate, keeping~~ work and keep an ~~accurate account of the expense incurred. The~~ itemized ~~expense account shall be filed with the City Administrator who shall pay such~~ record of expenses ~~on behalf of the City~~. (Code of Iowa, § 364.12(3)(h))

~~(Code of Iowa, Sec. 364.12[3h])~~

50.11 COLLECTION OF COSTS. The City Administrator shall ~~send~~ mail a statement of ~~the total expense incurred~~ abatement costs by certified mail ~~to the property owner who has failed to abide by the notice to abate, and if the amount shown by the statement has not been paid within one (1)~~ . If unpaid after one month, the ~~City Administrator~~ costs shall ~~certify the costs~~ be certified to the County Treasurer ~~and such costs shall then be collected with, and in the same manner, as general~~ for collection with property taxes. (Code of Iowa, § 364.12(3)(h))

~~(Code of Iowa, Sec. 364.12[3h])~~

50.12 INSTALLMENT PAYMENT OF COST OF ABATEMENT. ~~If the amount expended to abate the nuisance or condition exceeds one hundred dollars ($100.00),~~ If abatement costs exceed $1,500, the City may permit ~~the assessment to be paid~~ payment in up to ten ~~(10)~~ annual installments~~, to be paid in the same manner and with the same interest rates provided for~~ under the same terms applicable to special assessments ~~against benefited property under State law~~. (Code of Iowa, § 364.13)

~~(Code of Iowa, Sec. 364.13)~~

50.13 FAILURE TO ABATE. ~~Any person causing or maintaining a nuisance who shall fail or refuse to abate or remove the same within the reasonable time required and specified in the notice~~

~~to abate is in violation of this Code of Ordinances.~~ Any person who fails to abata 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 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 of 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.

i. Subsection C does not apply to rain barrels that are maintained and free of other nuisances.

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, flower or wildflower gardens, or other landscaping features maintained free of noxious or invasive grasses or 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.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.w.
For Meeting of 2/2/2026
Ordinance

TITLE: - (First Reading) Ordinance Amending the Code of Ordinances by Amending Chapter 51, Junk and Junk Vehicles

CONTACT PERSON:
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: City staff is presenting an amended Chapter 51 Abandoned and Junk Vehicles code. The current Junk and Junk Motor vehicle code provides insufficient junk motor vehicle definitions, creating scenarios where enforcement is very difficult. The chapter also provides more clarity on the notice and abatement process for abandoned and junk motor vehicles.

FUNDING SOURCE: NA to pass the ordinance; however, the City intends to budget more for nuisance abatement

STAFF RECOMMENDATION: Approve first reading of the ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. ORDINANCE NO. 260202-201
2. Final Chapter 51 - Abandoned or Junk Motor Vehicles - Amended
3. Final Chapter 51 - Abandoned or Junk Motor Vehicles - Clean

CITY OF BONDURANT
ORDINANCE NO. 260202-201

AN ORDINANCE AMENDING THE CITY CODE OF BONDURANT, IOWA, BY AMENDING CHAPTER 51 JUNK AND JUNK VEHICLES

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

Section 1. **SECTIONS AMENDED.** Section 51 of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is amended to read as follows:

CHAPTER 51
~~JUNK AND~~ ABANDONED OR JUNK MOTOR VEHICLES

51.01 Definitions	51.08 Emergency Removal of Junk Motor Vehicles
51.02 ~~Junk and~~ Junk Vehicles Prohibited	51.09 Redemption of Impounded Vehicle; Fees
51.03 ~~Junk and~~ Junk Vehicles a Nuisance	51.10 Duty of Property Owner to Remove or Repair
51.04 Exceptions	51.11 Hearing
51.05 Notice ~~to Abate~~ of Violations	51.12 Prima Facie Presumption
51.06 ~~Outdoor Storage of Motor Vehicles~~ 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. ~~of the structure or portion thereof constructed in such a manner as to obscure from any street or adjacent property any contents thereof and being of a permanent nature.~~
3. **"Inoperable"** means not capable of being ~~used or~~ operated under its own power, both forward and backwards.
4. ~~"Junk" means all old or scrap copper, brass, lead, or any other non-ferrous metal; old or discarded rope, rags, batteries, paper, trash, rubber, debris, waste or used lumber, or salvaged wood; dismantled vehicles, machinery and appliances or parts of such vehicles, machinery or appliances; iron, steel or other old or scrap ferrous materials; old or discarded glass, tinware, plastic or old or discarded household goods or hardware. Neatly stacked firewood located on a side yard or a rear yard is not considered junk.~~
5. **"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): ~~whether currently licensed or not, which because of any one of the following characteristics constitutes a threat to the public health, welfare and/or safety~~:

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 ~~in any other way constitutes a threat to the public health or safety of the citizens of the City~~;
f. any vehicle lacking current registration,
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.
~~j. any vehicle, trailer or semi-trailer which contains gasoline or any flammable fuel and is inoperable.~~

6. "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.
7. "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.
8. "Vehicle" means an automobile, truck, motorcycle or other trackless self-propelled vehicle designed primarily to transport persons or property.

51.02 ~~JUNK AND~~ 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 or~~ junk motor vehicle for more than forty-eight (48) hours.

51.03 ~~JUNK AND~~ JUNK VEHICLES A NUISANCE. It is hereby declared that any ~~junk or~~ 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 or~~ 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 ~~TO ABATE~~. ~~Upon discovery of any junk or junk vehicle located upon private property in violation of Section 51.03, the City shall within five (5) days initiate abatement procedures as outlined in Chapter 50 of this Code of Ordinances.~~

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 OUTDOOR STORAGE OF MOTOR VEHICLES.** Inasmuch as it is found that the outdoor storage of motor vehicles which are not deemed to be junk can detract from the beneficial use and enjoyment of neighboring properties, certain special regulations are established as follows:~~

~~1. No person shall keep, store or display one or more motor vehicles outdoors on property zoned for residential use, or permit the parking outdoors of a motor vehicle on residentially zoned property under such person's ownership, possession or control for more than fifteen (15) days without movement and use of said vehicle as an operating motor vehicle. In no instance shall any vehicle be parked or located on real property in a residential district except when parked on a hard concrete or asphalt surface on said property and otherwise complying with this Code of Ordinances. Gravel is not permitted.~~

~~2. No person shall store, park or display one or more motor vehicles outdoors on property zoned for commercial or industrial use, or permit the parking outdoors of a motor vehicle on commercial or industrial zoned property under such person's ownership, possession or control for more than fifteen (15) days without movement and use of said vehicle as an operating motor vehicle.~~

~~3. The following are exempt from the regulations of this section:~~

~~A. Vehicles kept in a garage.~~

~~B. Vehicles kept in commercial automobile salvage yards.~~

~~***(Ordinance No. 08-216)***~~

51.06 ABATEMENT. If the violation has not been remedied within the compliance period, and no timely hearing request is filed, the City Administrator of 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 VHICLE; 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.

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

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

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

PASSED AND APPROVED by the City Council this _____ day of _____, 2026

CITY OF BONDURANT, POLK COUNTY, IOWA

_____
DOUG ELROD, MAYOR

ATTEST:

_____
SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: February 2, 2026
SECOND CONSIDERATION:
THIRD CONSIDERATION:

CLERK’S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. _____, was published as required by law on the ___ day of _____, 2026.

_____
Shelby Hagan
City Clerk

CHAPTER 51

~~JUNK AND~~ ABANDONED OR JUNK MOTOR VEHICLES

51.01 Definitions	51.08 Emergency Removal of Junk Motor Vehicles
51.02 ~~Junk and~~ Junk Vehicles Prohibited	51.09 Redemption of Impounded Vehicle; Fees
51.03 ~~Junk and~~ Junk Vehicles a Nuisance	51.10 Duty of Property Owner to Remove or Repair
51.04 Exceptions	51.11 Hearing
51.05 Notice ~~to Abate~~ of Violations	51.12 Prima Facie Presumption
51.06 ~~Outdoor Storage of Motor Vehicles~~ 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. ~~of the structure or portion thereof constructed in such a manner as to obscure from any street or adjacent property any contents thereof and being of a permanent nature.~~
3. **"Inoperable"** means not capable of being ~~used or~~ operated under its own power, both forward and backwards.
4. ~~"Junk" means all old or scrap copper, brass, lead, or any other non-ferrous metal; old or discarded rope, rags, batteries, paper, trash, rubber, debris, waste or used lumber, or salvaged wood; dismantled vehicles, machinery and appliances or parts of such vehicles, machinery or appliances; iron, steel or other old or scrap ferrous materials; old or discarded glass, tinware, plastic or old or discarded household goods or hardware. Neatly stacked firewood located on a side yard or a rear yard is not considered junk.~~
5. **"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): ~~whether currently licensed or not, which because of any one of the following characteristics constitutes a threat to the public health, welfare and/or safety~~:
   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 ~~in any other way constitutes a threat to the public health or safety of the citizens of the City~~;
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.
~~j. any vehicle, trailer or semi-trailer which contains gasoline or any flammable fuel and is inoperable.~~

6. "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.
7. "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.
8. "Vehicle" means an automobile, truck, motorcycle or other trackless self-propelled vehicle designed primarily to transport persons or property.

51.02 ~~JUNK AND~~ 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 or~~ junk motor vehicle for more than forty-eight (48) hours.

51.03 ~~JUNK AND~~ JUNK VEHICLES A NUISANCE. It is hereby declared that any ~~junk or~~ 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 or~~ 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 ~~TO ABATE~~. ~~Upon discovery of any junk or junk vehicle located upon private property in violation of Section 51.03, the City shall within five (5) days initiate abatement procedures as outlined in Chapter 50 of this Code of Ordinances.~~

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 OUTDOOR STORAGE OF MOTOR VEHICLES.** Inasmuch as it is found that the outdoor storage of motor vehicles which are not deemed to be junk can detract from the beneficial use and enjoyment of neighboring properties, certain special regulations are established as follows:~~

~~1. No person shall keep, store or display one or more motor vehicles outdoors on property zoned for residential use, or permit the parking outdoors of a motor vehicle on residentially zoned property under such person's ownership, possession or control for more than fifteen (15) days without movement and use of said vehicle as an operating motor vehicle. In no instance shall any vehicle be parked or located on real property in a residential district except when parked on a hard concrete or asphalt surface on said property and otherwise complying with this Code of Ordinances. Gravel is not permitted.~~

~~2. No person shall store, park or display one or more motor vehicles outdoors on property zoned for commercial or industrial use, or permit the parking outdoors of a motor vehicle on commercial or industrial zoned property under such person's ownership, possession or control for more than fifteen (15) days without movement and use of said vehicle as an operating motor vehicle.~~

~~3. The following are exempt from the regulations of this section:~~

~~A. Vehicles kept in a garage.~~

~~B. Vehicles kept in commercial automobile salvage yards.~~

~~***(Ordinance No. 08-216)***~~

51.06 ABATEMENT. If the violation has not been remedied within the compliance period, and no timely hearing request is filed, the City Administrator of 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 VHICLE; 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.

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 of 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 VHICLE; 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.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 7.a.
For Meeting of 2/2/2026
Public Hearing

TITLE: Public Hearing 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:

Now is the time and date for the public hearing for the City's Zoning, Sign, and Subdivision Codes.

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: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. Bondurant Zoning Code - Table of Contents
2. Bondurant Zoning Code - Chapter 175 - Title
3. Bondurant Zoning Code - Chapter 176 - Procedures
4. Bondurant Zoning Code - Chapter 177 - Nonconformities
5. Bondurant Zoning Code - Chapter 178 - Zoning District Regulations
6. Bondurant Zoning Code - Chapter 179 - General Provisions
7. Bondurant Zoning Code - Chapter 180 - Off-Street Parking Regulations
8. Bondurant Zoning Code - Chapter 181 - Open Space
9. Bondurant Zoning Code - Chapter 182 - Building Design Standards
10. Bondurant Zoning Code - Chapter 183 - Sign Regulations
11. Bondurant Zoning Code - Chapter 184 - Subdivision Regulations
12. Bondurant Zoning Code - Chapter 185 - Wireless Telecom Facilities
13. PUD Scoring Matrix

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175.1 TITLE AND STATEMENT OF PURPOSE. In accordance with the provisions of Chapter 414, Code of Iowa, the ordinance codified in Chapters 175 through 183 shall be known and cited as "The Zoning Code of the City of Bondurant, Iowa" or "Zoning Code." The purpose of this chapter is to establish zoning districts and regulations and divide the city into said district and apply said regulations to prevent and to lessen congestion in the streets and highways; to secure safety from fire, flood, panic and other dangers; to protect the public health and general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, parks and other public requirements; to conserve the value of buildings; and encourage the most appropriate use of land throughout the City, all in accordance with the City of Bondurant's adopted Comprehensive Plan.

175.2 JURISDICTION. These regulations apply to development of any parcel of land located within the corporate limits of the City of Bondurant, Iowa. No building permit or certificate of occupancy shall be issued for any parcel of land or development after the effective date of Zoning Code that is not in conformance with the provisions of the Zoning Code. No excavation of land or construction of any public or private improvements shall take place or be commenced except in conformity with the Zoning Code. In addition, the provisions of the adopted building and fire codes shall apply.

175.3 CONFORMANCE REQUIRED.

1. No building, structure, or land shall hereafter be used or occupied, and no building or structure or part thereof shall be erected, constructed, reconstructed, or structurally altered unless in conformity with all of the regulations of the Zoning Code. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure regulated by this Zoning Code, or cause the same to be done without first obtaining approval as provided in the Zoning Code and obtaining a separate building permit for each building or structure from the Building Official.

2. No building or other structure shall hereafter be erected or altered:

   A. To exceed the height;

   B. To accommodate or house a greater number of families;

C. To occupy a greater percentage of lot area; or

D. To have narrower or smaller rear yards, front yards, side yards or other open spaces than herein required, or in any other manner contrary to the provisions of this Zoning Code.

3. No part of a yard, or other open space, or off-street parking or loading space required about or in connection with any building for the purpose of complying with the Zoning Code shall be included as part of a yard, open space, or off-street parking or loading space similarly required for any other building.

4. No yard or lot existing at the time of passage of the ordinance codified herein, shall be reduced in dimension or area below the minimum requirements set forth herein. Yards or lots created after the effective date of the Zoning Code shall meet at least the minimum requirements established by said Zoning Code.

5. Where a proposed land use does not clearly fit under a use identified in the relevant zoning district as a principal permitted use, permitted conditional use, or permitted accessory use such use shall be prohibited. The determination as to if a proposed use fits in a particular district shall be made by the Zoning Administrator. Any appeals to such decision shall be considered by the Board of Adjustment.

175.4 ADMINISTRATION.

1. **Zoning Administrator.** There is hereby created the position of Zoning Administrator, who shall be the City Administrator or their designee. The Zoning Administrator shall administer and enforce the provisions of the Zoning Code and shall have the following powers and duties:

A. To issue all permits and certificates required by the Zoning Code.

B. To notify in writing the person responsible for any violations of any of the provisions of the Zoning Ordinance, indicating the nature of the violation and ordering the action necessary to correct it.

C. To order discontinuance of illegal use of land, buildings, or structures or of additions, alterations or structural changes thereto; discontinuance of any illegal work being done, or take any other action authorized by the Zoning Code to ensure compliance with or to prevent violation of its provisions.

D. The City Administrator may delegate the powers and duties of the office of Zoning Administrator to any other officer or employee of the City or may combine the powers and duties of this office with any other office or position.

175.5 INTERPRETATION OF STANDARDS. In their interpretation and application, the provisions of the Zoning Code shall be held to be minimum requirements. Where the Zoning Code imposes a greater restriction than is imposed or required by other provisions of law or by other rules or regulations or ordinances, the provisions of the Zoning Code shall control. Where uncertainty exists as to the boundaries of districts as shown on the official zoning map, the following rules shall apply:

1. Boundaries indicated as approximately following the centerline of streets, highways, or alleys shall be construed to follow such centerlines.

2. Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines.

3. Boundaries indicated as approximately following township lines or section lines shall be construed as following township lines or section lines.

4. Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks.

5. Boundaries indicated as following shorelines shall be construed to follow such shorelines and in the event of change in the shoreline, shall be construed as moving with the actual shoreline; boundaries indicated as approximately following the centerlines of streams or other bodies of water shall be construed to follow such centerlines.

6. Boundaries indicated as parallel to or extensions of features indicated in Subsections 1 through 5 above shall be so construed. Distances not specifically indicated on the official zoning map shall be determined by the scale of the map.

7. Where physical or cultural features existing on the ground are at variance with those shown on the official zoning map, or in other circumstances not covered by Subsections 1 through 6 above, the Zoning Administrator shall interpret the district boundaries.

175.6 ZONING DISTRICTS DIVIDING PROPERTY. Where one lot or parcel is divided into two (2) or more portions by reason of different zoning district classifications, each of these portions shall be used independently of the other in its respective zoning classification and for the purpose of applying the regulations of the Zoning Code, each portion shall be considered as if in separate and different ownership.

175.7 ESTABLISHMENT OF DISTRICTS. For the purpose of the Zoning Code, the following zoning districts are hereby established within the City:

1. A-1 Agricultural District.

2. R-1 Low Density Residential District.

3. R-2 Medium Density Residential District.

4. R-3 High Density Residential District.

5. R-4 Manufactured Home Community District.

6. C-1 Transitional Commercial District.

7. C-2 General Commercial District.

8. MU Mixed Use District *(Formerly C-4 Central Business District)*.

9. BP Business Park District.

10. M-1 Limited Industrial District.

11. M-2 Medium Industrial District.

12. PUD Planned Unit Development.

175.8 ADOPTION OF ZONING MAP. The official zoning map, and the explanatory material thereon, is hereby adopted by reference and declared to be a part of the Zoning Code. The official zoning map shall be on file in the office of the City Clerk and shall be the final authority as to the current zoning status of land, buildings and other structures in the City.

175.9 ANNEXATION OF TERRITORY. All territory which may hereafter be annexed to the City shall be considered as lying in the A-1 Agricultural Zoning District until such classification shall have been changed by amendment in accordance with the provisions of the Zoning Code.

175.10 COMPLAINTS REGARDING VIOLATIONS. Whenever a violation of this Zoning Code occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint stating fully the causes and basis thereof shall be filed with the administrative official. Said administrative official shall record properly such complaint, immediately investigate and take action thereon as provided herein this chapter.

175.11 ENFORCEMENT AND PENALTIES.

1. **Enforcement.** All departments, officials and employees of the City who are vested with the duty or authority to issue permits or licenses shall issue no such permit or license for any use, structure or purpose if the same would not conform to the provisions of this Zoning Code.

2. **Penalties for Violation.** The owner or tenant of any building, structure, premises or part thereof, and any architect, builder, contractor, agent or other person who commits, participates in, assists in, or maintains a violation of the provisions of this Zoning Code may each be found guilty of a separate offense and suffer the penalties provided in City Code. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation.

175.12 DEFINITIONS. For the purpose of this Zoning Code, certain terms or words used herein shall be interpreted or defined as follows, unless the context clearly indicates otherwise:

1. **"Abut"** means to physically touch or border upon, or to share a common property line (i.e., adjoining and / or contiguous). See also "adjoining lot or land."

2. **"Access"** means the place, means or way by which pedestrians or vehicles shall have ingress and egress to a property or parking area.

3. **"Access Street"** means a street that is parallel to and adjacent to a major thoroughfare or highway and which provides access to abutting properties and protection from through traffic.

4. **"Accessory structure"** See "structure, accessory" and also "building, accessory."

5. **"Accessory use"** means a subordinate use which serves an incidental function to that of the main use of the premises which is located on the same lot as the main use.

6. **"Adjacent land"** – See adjoining "lot" or "land."

7. **"Adjoining lot or land"** means a lot or parcel of land which shares all or part of a common lot line with another lot or parcel of land. See also "abut."

8. **"Addition"** means an extension or increase in floor area or height of a structure, including any building.

9. **"Adult Entertainment Business"** means and includes any of the following:

   A. **"Adult Bookstore"** means an establishment having as a significant portion of its stock in trade, books, films, magazines and other periodicals, which are distinguished or characterized by an emphasis on matter depicting or describing sex act(s) or specified anatomical areas.

   B. **"Adult Motel"** means a motel wherein material presented, which is distinguished or characterized by an emphasis on matter depicting or describing sex act(s) or specified anatomical areas.

   C. **"Adult Motion Picture Arcade"** means any place to which the public is permitted or invited wherein coin or slug-operated or electronically, electrically or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five (5) or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis on matter depicting or describing sex act(s) or specified anatomical areas.

   D. **"Adult Motion Picture Theater"** means an enclosed building used to present materials distinguished or characterized by an emphasis on matter depicting or describing sex act(s) or specified anatomical areas.

   E. **"Sexual Encounter Center"** means any business, agency, or persons who, for any form of consideration or gratuity, provides a place where three or more persons, not all members of the same family, may congregate, assemble or associate for the purpose of engaging in sex act(s) or exposing, specified anatomical areas.

   F. **"Sex Act(s)"** means any sexual contact, actual or simulated, either natural or deviate, between two or more persons, or between a person and an animal, by penetration of

the penis into the vagina or anus, or by contact between the mouth or tongue and genitalia or anus, or by contact between a finger of one person and the genitalia of another person or by use of artificial sexual organs or a substitute thereof in contact with the genitalia or anus.

G. **"Specified Anatomical Areas"** include the following: human genitals, pubic region, buttocks, and female breasts below a point immediately above the top of the areola.

10. **"After Hours Business"** means any business open during any time between the hours of two o'clock (2:00) A.M. to six o'clock (6:00) A.M. any day of the week and where patrons are allowed to bring their own beer and wine onto the business premises.

11. **"Agriculture"** means the use of land for the following purposes:

A. **"Farming"** includes all farming, feedlot, dairying and ranching operations, including the production of grain, the raising or breeding of animals, including livestock, fish or poultry, the stabling of animals, pasturage, animal husbandry, the horticulture, floriculture, or viticulture.

B. **"Accessory Agriculture"** means all accessory uses and structures necessary to shelter and care for animals, including livestock, fish or poultry, or necessary to pack, treat or store meat or produce.

C. **"Natural Areas"** means preserved natural areas, including the natural habitat of non-domesticated animals.

12. **"Agricultural Industry"** means establishments which include the storage, manufacture, sale or distribution of agricultural supplies or products that create major external effects, including substantial truck or rail traffic and/or significant potential for hazard. Typical uses include grain elevators and storage of agricultural chemicals, such as anhydrous ammonia. Agricultural industries do not include retailers of farm equipment or other, generally non-hazardous agricultural supplies.

13. **"Agricultural Sales and Services"** means establishments or places of business engaged in sale from the premises of feed, grain, fertilizers, farm equipment pesticides, and similar goods, or in the provision of agriculturally related services with incidental storage on lots other than where the service is rendered. Typical uses include nurseries, hay, farm implement dealerships, feed and grain stores, and free service firms.

14. **"Airfields"** means airports, including take-off and landing fields, aircraft parking and service facilities, and related facilities for operation, service, fueling, repair storage, charter, sales, and rental of aircraft, and including activities directly associated with the operation and maintenance of airport facilities and the provision of safety and security. Typical uses include private or municipal airports.

15. **"Aisle"** means any permanent dust free surface, including asphalt or concrete, which is connected directly to a parking or loading space and designated to permit ingress or egress of a vehicle to or from the parking or loading space, provided such surface is not a drive.

16. **"Alley"** means "Access Street" means a street that is parallel to and adjacent to a major thoroughfare or highway and which provides access to abutting properties and protection from through traffic.

17. **"Alter"** or **"Alteration"** means any change or rearrangement in the supporting members of an existing building, such as bearing walls, columns, beams, girders or interior partitions, as well as any change in doors or windows, or any enlargement to or diminution of a building or structure, whether horizontally or vertically, or the moving of a building or structure from one location to another.

18. **"Animal Production"** means the raising of animals or production of animal products, such as eggs or dairy products, on an agricultural or commercial basis on a site which is also used for crop production or where grazing of natural vegetation is the major feed source, or the raising of animals for recreational or educational use. Typical uses include grazing, ranching, free range dairy farming, and poultry farming.

19. **"Annexation"** means the incorporation of a land area into an existing community with a resulting change in the boundaries of that community.

20. **"Apartment house or building"** means any building or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied, or which is occupied as the home or residence of three (3) or more families living independently of each other and doing their own cooking in the building. Said buildings have dwelling units that are both vertically and horizontally attached to one another. See "Dwelling, multiple-family."

21. **"Apartment unit"** means one or more rooms with private bath and kitchen facilities, comprising an independent self-contained dwelling unit in a building containing more than two dwelling units. See also "dwelling unit."

22. **"Assisted living residential facility"** means a building consisting of individual dwelling units where meals and assistance for daily living activities are provided to the residents, who are primarily elderly persons. Such facility must be licensed by the State of Iowa.

23. **"Auction Lots"** means properties used for the periodic auctions or bid procedures. Lots usually include large on-site storage areas and lack structures and facilities that are typical of other commercial enterprises. Typical uses are automobile auctions, livestock auctions, or agricultural equipment auctions.

24. **"Automotive and Equipment Services"** means establishments or places of business primarily engaged in sale and/or service of automobiles, trucks, or heavy equipment. The following are considered automotive and equipment use types:

    A. **"Automobile auction lots"** means the sale of motor vehicles through a process of periodic auctions or bid procedures. Automobile auction lots usually include large on-site storage areas of motor vehicles and lack showrooms, auto repair facilities, and other structures and facilities that are typical of new car dealerships.

B. **"Automotive rental and sales"** means the sale or rental of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships, motorcycle dealerships, and boat, trailer, and recreation vehicle dealerships. See also Chapter 179.21.

C. **"Auto services"** means the provision of fuel, lubricants, parts and accessories, and incidental services to motor vehicles, and washing and cleaning and/or repair of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include service stations, car washes, muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, and similar repair and service activities, but exclude dismantling, salvage, or body and fender repair services. No vehicle may be stored more than 30 days. Strictly auto parts sales facilities (no repair services) are included under retail sales.

D. **"Body repair"** means repair, painting, or refinishing of the body, fender, or frame of automobiles, trucks, motorcycles, motor homes, recreational vehicles, boats, tractors, construction equipment, agricultural implements, and other similar vehicles or equipment. Typical uses includes body and fender shops, painting shops, and other similar repair or refinishing garages.

E. **"Equipment rental and sales"** means sale or rental of trucks, tractors, construction equipment, agricultural implements, mobile homes, and similar heavy equipment, including incidental storage, maintenance, and servicing. Typical uses include truck dealerships, construction equipment dealerships, and mobile home sales establishments.

F. **"Equipment repair services"** mean the repair of trucks, tractors, construction equipment, agricultural implements, and similar heavy equipment. Typical uses include truck repair garages, tractor and farm implement repair services, and machine shops, but exclude dismantling, salvage, or body and fender repair services.

25. **"Attached dwelling"** – See "dwelling, attached."

26. **"Balcony"** means a covered or uncovered platform area projecting from the wall or a building, enclosed by a railing and accessible from above grade, and not attached to the ground.

27. **"Banquet Hall"** means establishments which are rented by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries, and other similar celebrations. Such a use may or may not include: kitchen facilities for the preparation or catering of food, the sale of alcoholic beverages for on-premises consumption, only during scheduled events and not open to the general public, and outdoor gardens or reception facilities.

28. **"Bar"** means any establishment devoted primarily to the selling, serving or dispensing and drinking of malt, vinous, or other alcoholic beverage by 50% or more of total gross sales,

and where such beverages are consumed on the premises. This definition includes and may also be referred to as a "Cocktail Lounge," "Tavern," "Nightclub," or "Saloon."

29. **"Basement"** means a space having one-half or more of its floor-to-ceiling height above the average level of the adjoining ground and with a floor-to-ceiling height of not less than 6½ feet. A basement shall be counted as a story if the vertical distance from the average adjoining grade to its ceiling is over five (5) feet. See also "cellar."

30. **"Battery Energy Storage Systems (BESS)"** See Chapter 179.11

31. **"Block"** means an area of land "Access Street" means a street that is parallel to and adjacent to a major thoroughfare or highway and which provides access to abutting properties and protection from through traffic.

32. **"Bed and Breakfast Inn"** means an owner-occupied dwelling unit that contains no more than five (5) guest rooms where lodging, with or without meals, is provided for compensation. For establishments to be considered a bed and breakfast inn, versus an extended stay hotel, apartment hotel, or apartment house or building, all rooms must be available for rent for as little as one (1) night and no more than 30 days, no rental contract or similar agreement is involved, and the establishment must be licensed as a hotel and collect and pay hotel/motel tax on all guest rooms and guest stays.

33. **"Boarding house"** means a dwelling or part thereof, in which lodging is provided by the owner or operator to more than three borders. See also "family home" and "group quarters." COMMENT: A boarding home is a dwelling while a motel or hotel is a licensed commercial establishment.

34. **"Board of Adjustment"** means an officially constituted body whose principal duties are to grant variances from the strict application of the Zoning Code and to grant conditional use permits as provided by law.

35. **"Body Piercing Studio"** means Any establishment or business wherein body piercing is practiced. Specifically excluded from this definition are retail jewelry businesses offering ear piercing as a complimentary service.

36. **"Brewery, micro"** means a small business that brews beers, ales, and/or similar beverages on-site for distribution, retail or wholesale, on or off-premises. A microbrewery may include a tasting room for consumption on-premises, subject to and in accordance with the Code of Iowa.

37. **"Building"** means any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods or materials of any kind or nature. See also "structure."

    A. **"Accessory Building"** means a subordinate structure on the same lot as the principal or main building or use occupied or devoted to a use incidental to the principal use. Among other things, the following are considered to be accessory building(s): shed, gazebo, garage, shelter, and greenhouse. See also "accessory structure."

B. **"Principal building"** means a building in which is conducted the principal use of the lot on which it is located.

C. **"Building height"** means the vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. The reference datum shall be selected by either of the following, whichever yields a greater height of a building:

(1) The elevation of the highest adjoining sidewalk or ground surface within a 5-foot horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than 10 feet above lowest grade.

(2) An elevation 10 feet higher than the lowest grade when the sidewalk or ground surface is more than 10 above the lowest grade.

(3) The height of a stepped or terraced building is the maximum height of any segment of the building.

38. **"Building Line"** means a line shown on a plat beyond which a building or structure may not be erected. Such building line shall not be less than required by the Zoning Code.

39. **"Building permit"** Means an official certification which constitutes the following:

A. Construction. Approval before any new construction, or alteration or addition to an existing structure may commence.

B. Evidence. Evidence that a design for a proposed improvement substantially complies with the provisions of this chapter and all other applicable provisions of this code, including the building code and subdivision code.

40. **"Bulk stations"** means distributing stations, commonly known as bulk or tank stations, used for the storage and distribution of flammable liquids or liquefied petroleum products, where the aggregate capacity of all storage tanks is more than twelve thousand (12,000) gallons.

41. **"Bulk storage"** means the storage of chemicals, petroleum products and other materials in above-ground containers for subsequent resale to distributors or retail dealers or outlets.

42. **"Carport"** means a roofed structure providing space for the parking or storage of motor vehicles and enclosed on not more than three sides. For purposes of this chapter a carport attached to a principal building shall be considered as part of the principal building and subject to all yard requirements applicable to the principal building.

43. **"CBD (cannabidiol)"** means a chemical found in the cannabis plant that's not intoxicating and used as an herbal or medicinal treatment in products including drinks, food, oils, and body lotions.

44. **"Cemetery"** means land used or intended to be used for the burial of the dead, and dedicated for cemetery purposes, including columbariums, crematoria, mausoleums, and mortuaries when operated in conjunction with and within the boundary of such cemetery.

45. **"Child"** means a person under eighteen years of age.

46. **"Child care center"** means a facility providing child day care for seven or more children at one time and licensed by the State of Iowa, except when the facility is registered as a group care facility or when officially registered by the State of Iowa as a Child Development Home. See Chapter 237A.1 of the State Code of Iowa.

47. **"Child day care"** means the care, supervision, or guidance of a child by a person other than the parent, guardian, relative, or custodian for periods of two hours or more, and less than twenty-four hours per day per child, on a regular basis, in a place other than the child's home, but does not have:

    A. An institutional program administered by a public or non-public school system approved by the Iowa State Department of Public Instruction or the Iowa State Board of Regents.

    B. A religious-related instructional program of not more than one day per week.

    C. Short-term classes held between school terms.

    D. A program administered by a political subdivision of the State which is primarily for recreational or social purposes and is limited to children who are five years of age or older and attending school.

48. **"Child Care Home"** means a private residence where child care is provided to five (5) or fewer children at any one time and that is not registered with the State of Iowa. See Chapter 237A.3 of the State Code of Iowa.

49. **"Child Development Home"** means a private residence, officially registered by the State of Iowa as a "Child Development Home," to provide child day care to six or more children at any one time following the categories and regulations as defined by the Iowa Department of Human Services (DHS). See Chapter 237A.3A of the State Code of Iowa.

50. **"Church or place of religious worship"** means an institution that people regularly attend to participate in or hold religious services, meetings, and other typical ancillary activities. The term "church" does not carry a secular connotation and includes buildings in which the religious services of any denomination are held. This does not include a dwelling.

51. **"Clinic"** means a building or part of a building occupied by any member of a health care profession, physicians, dentists, osteopaths, chiropractors, providing outpatient service.

52. **"Club"** means a property on which meetings are held by any association with access to such property restricted to the general public and controlled by its members, provided that the property is owned, leased or held in common for the benefit of its members. For the purposes of this chapter, the definition of the term "club" does not include a fraternity or sorority house.

53. **"Cluster"** means a development design technique that concentrates buildings in specific areas on the site to allow the remaining land to be used for recreation, common open space, and preservation of environmentally sensitive features.

54. **"Cluster subdivision"** means a form of development that permits a reduction in lot area and bulk requirements, provided there is no increase in the number of lots permitted under a conventional subdivision and the resultant land area is devoted to open space. See also "planned unit development."

55. **"Collector Streets"** means those which carry traffic from minor streets to the major system of arterial streets and highways, including the principal entrance streets of a residential development and streets for circulation within such a development.

56. **"Common open space"** – See "open space, common."

57. **"Comprehensive Plan"** means the current long-range land use and policy plan adopted by the City Council to guide the growth and development of the City.

58. **"Commercial Recreation (Low Impact)"** means private businesses or other organizations which may or may not be commercial by structure or by nature, which are primarily engaged in the provision or sponsorship of sports, entertainment, or recreation for participants or spectators. Controlled impact commercial recreation uses typically take place entirely within enclosed buildings or, when outdoors, have limited effects related to lighting, hours of operation, or noise. Typical uses include theaters, private dance halls, billiard or bowling centers, game arcades, indoor skating facilities, miniature golf courses, and private golf courses.

59. **"Commercial Recreation (High Impact)"** means private businesses or other organizations which may or may not be commercial by structure or by nature, which are primarily engaged in the provision or sponsorship of sports, entertainment, or recreation for participants or spectators. High-impact commercial recreation uses are typically located outdoors and have operating effects caused by lighting, noise, traffic, or hours of operation that create substantial environmental impacts. Typical uses include shooting ranges, lighted driving ranges, go-cart tracks, amusement parks, racetracks, and private baseball complexes.

60. **"Commission"** means the Planning and Zoning Commission.

61. **"Communication Towers"** means establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms, but exclude those classified as utilities. Typical uses include television studios, telecommunication service centers, telegraph service offices, or film and sound recording facilities. Broadcast and communications towers, and their minor ancillary ground structures, are classified as "miscellaneous use types".

62. **"Conditional use"** means a use permitted in a particular zoning district only upon showing that such use in a specified location will comply with all the conditions and standards for the location or operation of such use as specified in the Zoning Code and authorized by the Board of Adjustment.

63. **"Conditional use permit"** means a permit issued by the authorized board stating that the conditional use meets all conditions set forth in local ordinances.

64. **"Condominium"** means a building or group of buildings in which units are owned individually and the structure, common areas and facilities are owned by all the owners on a proportional, undivided basis.

65. **"Construction Sales and Services"** means establishments or places of business primarily engaged in the retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures other than retail sale of paint, fixtures, and hardware. This use type excludes those uses classified under automotive and equipment services. Typical uses include building materials sales or tool and equipment rental or sales and lumber yards.

66. **"Construction Yards"** means establishments housing the facilities of businesses primarily engaged in construction activities, including incidental storage of materials and equipment on lots other than construction site. Typical uses are building contractor's yards.

67. **"Consumer Services"** means establishments that provide services, primarily to individuals and households, but excluding automotive use types. Typical uses include automated banking machines, appliance repair shops, watch or jewelry repair shops or musical instrument repair shops.

68. **"Convenience Storage"** means storage services primarily for personal effects and household goods within enclosed storage areas having individual access. Typical uses including mini-warehousing.

69. **"Convenience store"** means any retail establishment, generally less than 10,000 square feet in size, offering for sale food products, household items and other goods commonly found in grocery stores and may include automotive and truck fuel sales. Any such business with 50% or more of its gross sales in alcohol and/or tobacco shall be considered a liquor store or a tobacco store.

70. **"Conversion"** means a change in the use of land or a structure.

71. **"Correctional Placement Homes"** means a correctional placement residence is a group living use occupied by three or more persons who have been convicted of public offenses and who have been released to such facility during any period of probation, work release, or assignments to a judicial district department after receiving a deferred sentence.

72. **"Cul-de-Sac"** means a short, minor street having one end open to motor traffic and the other end permanently terminated by a vehicular turnaround.

73. **"Cultural Services"** means a library, museum, recreational, or social facilities for a private, nonprofit or noncommercial association, primarily for use by members and guests.

74. **"Custom Manufacturing"** means establishments primarily engaged in the on-site production of goods by hand manufacturing, within enclosed structures including: the use of hand tools, and/or the use of mechanical equipment not exceeding ten horsepower. This category also includes the direct sale to consumers of goods produced on site, as well as goods incidental to on-site production or ancillary to said production. Typical uses include

ceramic studios, custom jewelry manufacturing, custom woodworking, and similar limited custom manufacturing production.

75. **"Deck"** means any flat-floored, roofless structure, at or above the finished grade, adjoining or directly adjacent to a building. See also "terrace."

76. **"Delayed Deposit Services Business"** means a person or individual, group of individuals, partnership, association, corporation, or any other business unit or legal entity who for a fee does either of the following:

    A. Accepts a check, draft, share draft, or other instrument for the payment of money dated after the date it was written.

    B. Accepts a check, draft, share draft, or other instrument for the payment of money dated on the date it was written and holds it for a period of time prior to deposit or presentment pursuant to an agreement with, or any representation made to, the maker of the check, draft, or other instrument whether express or implied.

    The above are typically referred to as "Check Cashing," "Payday Lending," or "Car Title Loan" establishments.

77. **"Developer"** means any person, individual, firm, partnership, association, corporation, estate, trust or other entity that proposes or acts to grade, excavate, improve or otherwise prepare a parcel of land for possible use for any purpose other than agricultural uses that are exempted from local regulation by the Code of Iowa, or to create a subdivision.

78. **"Development"** means any man-made change to improved or unimproved property, including building, mining, dredging, filling, grading, paving, excavating or drilling operations.

79. **"Discontinuance"** means the abandonment, cessation or termination of a nonconforming use.

80. **"Dish antenna"** means any parabolic, spiracle, or other shaped structure used for, or intended to be used for, reception of satellite transmissions.

81. **"Distillery, micro"** means a small, often boutique-style distillery established to produce beverage grade spirit alcohol in relatively small quantities, usually done in single batches. A micro-distillery may include a tasting room for consumption on-premises, subject to and in accordance with the Code of Iowa.

82. **"District"** means a geographic area within the City within which certain zoning or development regulations apply. See also "zone."

83. **"Downtown Residential"** means the use of upper levels above street level of a building within the central business district of the city for single- or multiple-family residential uses.

84. **"Downzoning"** means any change in the zoning classification of property to a classification of property to a classification permitting development, which is more restrictive, or less intensive or dense.

85. **"Drinking Establishments"** means a use engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges, nightclubs, and similar uses other than a restaurant as that term is defined in this section.

86. **"Drive-through businesses, non-restaurants"** means a drive-through business that serves a use not related to a restaurant, fast-food restaurant or formula fast- food restaurant. This use includes the operation of drive-up or drive-through service at a bank or financial institution, food sales (for off-site preparation or consumption only), personal services, and retail sales (e.g., pharmacy).

87. **"Duplex"** – See "dwelling, two-family."

88. **"Dwelling"** means any building or portion thereof which is designed or used exclusively for residential purposes, but not including a tent, cabin, trailer, or mobile home, and designed to be placed on, supported by and attached to a continuous perimeter foundation, which is permanent and constructed in accordance with the Building Code for site-built housing.

89. **"Dwelling, accessory"** means a separate and smaller second dwelling that is located within the lot or building envelop of a single-family dwelling and is held under the same ownership of that single-family dwelling. This separate dwelling contains its own living, cooking, and housekeeping facilities, may or may not have its own entrance, and is contained within, attached to, or built separate from the principal single-family dwelling. Examples include: a dwelling over an attached or detached garage, a tiny house built on a separate foundation in the backyard, a dwelling within the basement of the principal building, or a dwelling attached to the principal building.

90. **"Dwelling, attached"** means a one-family dwelling attached to two or more one-family dwellings by common vertical walls.

91. **"Dwelling, detached"** means a dwelling which is not attached to any other dwelling by any means. See also "dwelling, single-family detached."

92. **"Dwelling, multi-family"** means a building with three (3) or more dwelling units designed for or occupied by three or more families with separate cooking and housekeeping facilities for each, where either the units share a common entrance from the exterior of the building or any single unit has common walls or floors with more than two units. Said buildings have dwellings units that are both vertically and horizontally attached to one another. See "Apartment house or building."

93. **"Dwelling, single-family"** means a building containing one dwelling unit.

94. **"Dwelling, single-family detached"** means a dwelling which is designed for and occupied by not more than one family and surrounded by open space or yards and which is not attached to any other dwelling by any means. See also "dwelling, detached."

95. **"Dwelling, townhouse"** means a one-family dwelling in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more walls.

96. **"Dwelling, triplex"** means a dwelling containing three dwelling units, each of which has direct access to the outside or to a common hall.

97. **"Dwelling, two-family (duplex)"** means a structure on a single lot containing two dwelling units, each of which is totally separated from the other by an un-pierced wall extending from ground to roof or an un-pierced ceiling and floor extending from exterior wall to exterior wall, except for a common stairwell or hall exterior to both dwelling units.

98. **"Dwelling unit"** means one or more rooms, designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household. See also "apartment unit."

99. **"Easement"** means a grant of one or more of the property rights by the owner to and/or for the use of the public, a corporation or another person or entity.

100. **"Elder group home"** means a single-family residence that is operated by a person who is providing room, board, and personal care and may provide health-related services to three through five elders who are not related to the person providing the service within the third degree of consanguinity or affinity, and which is staffed by an on-site manager twenty-four hours per day, seven days per week (as defined in Section 231B.1 of the Code of Iowa), and which is certified by the State Department of Elder Affairs as an elder group home in accordance with 231B.2 of the Code of Iowa.

101. **"Engineer"** means a licensed engineer authorized to practice civil engineering, as defined by the licensing act of the State.

102. **"Essential Services"** means the installation, construction, erection, alteration or maintenance by any public utility or governmental agency of an underground or overhead gas, electrical, steam or water transmission or distribution facility, including poles, wires, mains, drains, sewers, pipes, conduits, cables, signals and hydrants, which is necessary to supply adequate service by any utility or government.

103. **"Expansion"** means an increase in the volume of a building, an increase in the area of land or building occupied by a use, or an increase in the number of occupants or dwelling units.

104. **"Factory-built home"** means any structure, designed for residential use, which is wholly or in substantial part made, fabricated, formed, or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of the Zoning Code, factory-built homes include manufactured homes and modular homes.

105. **"Family"** means one (1) or more individuals occupying a dwelling unit and living together as a single, nonprofit housekeeping unit, and sharing common living, sleeping, cooking, and eating facilities. The definition of Family does not include any society, club, fraternity, sorority, association, lodge, combine, federation, coterie, or like organization; any group of individuals whose association is temporary or seasonal in nature; and, any group of individuals who are in a group living arrangement because of criminal offenses. The definition of Family may include licensed group care facilities or family homes as may be otherwise permitted.

106. **"Family home"** means (as defined in Section 414.22 of the Code of Iowa) a community-based residential home which is licensed as a residential care facility under Chapter 135C of the Code of Iowa or as a child foster care facility under Chapter 237 of the Code of Iowa, to provide room and board, personal care, habilitation services, and supervision in a family environment exclusively for not more than eight persons with a developmental disability or brain injury and any necessary support personnel. However, family home does not mean an individual foster care family home licensed under Chapter 237. In accordance with the Code of Iowa, family homes owned and operated by public or private agencies shall be dispersed throughout the residential zones and districts and shall not be located within contiguous city block areas.

107. **"Farm"** means an area of not less than ten (10) acres for which the principal use is the growing for sale of farm products such as vegetables, fruits, grain and their storage on the land.

108. **"Feedlot"** means a lot, yard, corral, or other area in which livestock are confined, primarily for the purposes of feeding and growth prior to slaughter. The term does not include areas which are used for the raising of crops or other vegetation and upon which livestock are allowed to graze or feed.

109. **"Fences"** means artificially constructed barriers of any material or combination of materials erected to enclose or screen areas of land.

110. **"Fill"**

    A. General. The placing, storing or dumping of any material on an area which results in changing the grade or increasing the natural surface elevation of the area.

    B. Natural Fill. Any material, including earth, clay, sand or rubble, which is not solid waste or a toxic or hazardous material, which is placed or dumped to alter the grade or change the elevation of any area.

111. **"Financial Services"** means the provision of financial and banking services to consumers or clients. Walk-in and drive-in services to consumers are provided on site. Typical uses include banks, savings and loan associations, credit unions, savings banks, and loan companies. An automatic teller machine (ATM) that is not accompanied on-site by an office of its primary financial institution is considered within the "drive-through businesses, non-restaurants" use type.

112. **"Finished grade"** – See "grade, finished."

113. **"Fish farm"** means an area devoted to the cultivation of fish and other seafood for commercial sale.

114. **"Fireworks retail sales facility"** means a retail sales facility for the sale of first-class consumer fireworks as defined in Code of Iowa Section 100.19(1)(c) and/or second-class consumer fireworks as defined in Code of Iowa Section 100.19(1)(e).

115. **"Fitness Center"** means an establishment providing physical fitness facilities and services to the public for a fee, including but not limited to: game courts, exercise equipment, exercise areas, running tracks, swimming pools, physical fitness maintenance and weight control services and instructors, locker rooms, saunas, and associated retail shop intended for members of club only.

116. **"Flag lot"** means a lot not fronting on or abutting a public road and where access to the public road is by a narrow, private right-of-way.

117. **"Floor area"** means the total area of all floors of a building, or any part of such area, measured to the outside surface of exterior walls or the center line of walls to attached buildings or uses.

    A. Underground. The term "floor area" shall include area of all or any floors in the basement or cellar, provided such basement or cellar has a principal or accessory use permitted in the zone in which the building is located.

118. **"Food Sales"** means establishments or places of business primarily engaged in the retail sale of food or household products for home consumption. Food sales establishments may include the sale of non-food items. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops

    A. **"Convenience food sales"** means establishments occupying facilities of less than 10,000 square feet, and characterized by sales of specialty foods or a limited variety of general items, and the sales of fuel for motor vehicles.

    B. **"Limited food sales"** means establishments occupying facilities or less than 10,000 square feet, and characterized by sales of specialty foods or a limited variety of general items, but excluding the accessory sale of fuel for motor vehicles. Typical uses include delicatessens, meat markets, retail bakeries, candy shops and small grocery stores.

    C. **"General food sales"** means establishments selling a wide variety of food commodities and related items, using facilities larger than 10,000 square feet. Typical uses include grocery stores and locker plants.

119. **"Forestry"** means the economic practice of planting, managing, caring and harvesting of forests.

120. **"Frontage"** means that side of a lot abutting on a street; the front lot line.

121. **"Funeral Services"** means establishments engaged in undertaking services such as preparing the human dead for burial and arranging and managing funerals. Typical uses include funeral homes, crematoria, or mortuaries.

122. **"Gaming Facilities"** means establishments engaged in the lawful, on-site operation of games of chance that involve the risk of money for financial gain by patrons. Gaming facilities may include the accessory sale of liquor and food, pursuant to regulation of the city and/or the state.

123. **"Garage"** means any of the following:

    A. **"Commercial Garage"** means any building or premises principally used for equipping, repairing, renting, selling or storing motor vehicles, and any building or premises from which automobile fuels and supplies may be sold which is not a "gas station" as defined in this chapter.

    B. **"Private Garage"** means an accessory building designed or used principally to shelter one (1) or more motor vehicles, and which is under the control and use of the occupants of the main building.

    C. **"Government Garage"** means any building or premises not described in the preceding subsections of this section and is principally used for equipping, refueling, servicing, repairing, selling, or storing motor vehicles owned by a government.

124. **"Gas Station"** means an establishment for the retail sale of petroleum products and other supplies for motor vehicles, as well as for the retail sale of a variety of other items typically sold in grocery stores. Such establishments may have on-site food or drink for immediate consumption. A Gas Station does not allow for the accommodation of overnight parking or showers.

125. **"Gazebo"** means an accessory building or structure having a roof supported by columns with or without opaque and/or translucent materials constructed between said columns and intended for use as a shelter or housing of recreational activities associated with residential uses.

126. **"General public"** means any and all individuals, without any prior qualifications.

127. **"Government Facility"** means governmental offices providing administrative, clerical, or public contact services that deal directly with the citizen, together with incidental storage and maintenance of necessary vehicles. Typical uses include federal, state, county, and city offices.

128. **"Grade"** means the degree of rise or descent of a sloping surface.

129. **"Grade, finished"** means the final elevation of the ground surface after development.

130. **"Grade, natural"** means the elevation of the ground surface in its natural state, before man-made alterations.

131. **"Grading"** means any stripping, cutting, filling, stockpiling of earth or land, including the land in its cut or filled condition.

132. **"Grain Elevator"** means a structure or group of related structures which is designed or used to receive, store and dry bulk grain.

133. **"Greenbelt"** means an open area which may be cultivated or maintained in a natural state surrounding development or used as a buffer between land uses or to mark the edge of an urban or developed area.

134. **"Greenhouse"** means a building or accessory structure constructed chiefly of glass or other translucent material, which is devoted to the protection or cultivation of flowers or other tender plants.

135. **"Ground Area"** means the area of a building within its largest outside dimensions computed on a horizontal plane at the first-floor level, exclusive of open porches, breezeways, terraces, and exterior stairways.

136. **"Group Care Facility"** means the following:

    A. Dwelling. A government licensed or approved facility which provides resident services in a dwelling to more than eight (8) individuals and not exceeding thirty (30) individuals, provided that resident staff members are not included in calculation.

    B. Individuals. Individuals within the dwelling must be developmentally disabled, aged or undergoing rehabilitation; are in need of adult supervision; and are provided services in accordance with their individual needs.

    C. Nursing Home. The term "group care facility" does not include any facility defined in this chapter as a nursing home.

137. **"Group quarters"** means a dwelling that houses unrelated individuals. "Group quarters" includes fraternities, sororities, army barracks, dormitories and the like. See also "boarding house" and "family home."

138. **"Half Street"** means a one-half width street right-of-way on the boundary of a subdivision dedicated by the sub-divider to the City; for future development when another subdivision is platted along the side of the half street. Half streets are not permitted.

139. **"Hedge"** or **"Hedgerow"** means a line of closely spaced shrubs and sometimes trees, planted and trained to form a barrier or to mark the boundary of an area, such as a property line.

140. **"Home-based business"** means any business for the manufacture, provision, or sale of goods or services that is owned and operated by the owner or tenant of the residential property on which the business operates. Also commonly referred to as a "home occupation."

141. **"Homeowner's Association"** means the association of all the unit owners acting pursuant to the bylaws through its duly-elected Board of Managers in accordance with applicable statutes.

142. **"Hospital"** means an institution providing health care services for human in-patient medical care for the sick or injured and including related facilities such as laboratories, out-patient facilities, emergency medical services, and staff offices which are an integral part of the facility.

143. **"Hookah Lounge"** means an establishment where patrons are provided shisha (flavored tobacco) in a hookah or nargile water smoking pipe or where customers use an electronic smoking or other apparatus to deliver an inhaled dose of nicotine or other substance within the establishment. These establishments may also be known or referred to as an E-Hookah Lounge or Bar.

144. **"Hotel or motel"** means a building containing guest rooms in which lodging is provided and offered to the public on a temporary basis for compensation, and which is open to transient guests, in contrast to a bed and breakfast inn, boarding house, or rooming house. For establishments to be considered a hotel or motel, versus an extended stay hotel, apartment hotel, or apartment house or building, all rooms must be available for rent for as little as one (1) night and no more than 30 days, no rental contract or similar agreement is involved, and the establishment must be licensed as a hotel and collect and pay hotel/motel tax on all guest rooms and guest stays.

145. **"Hotel, extended stay or apartment hotel"** means a building containing furnished bedrooms with or without cooking facilities in which lodging is provided and offered to the public on a weekly or month basis for compensation.

146. **"Improvement"** means any required public or private facility or infrastructure, including but not limited to streets, sidewalks, utilities, drainage facilities, stormwater management facilities, lighting, signage, parks, grading, or other site improvements required by this Chapter.

147. **"Industrial park"** means a large tract of land that has been planned, developed and operated as an integrated facility for a number of individual industrial uses, with special attention to circulation, parking, utility needs, aesthetics, and compatibility.

148. **"Industry"** means enterprises engaged in the processing, manufacturing, compounding, assembly, packaging, treatment, or fabrication of materials and products from prepared materials or from raw materials without noticeable noise, odor, vibration, or air pollution effects across property lines, but often including outdoor storage of materials or products.

    A. **"Heavy Industry"** or **"Heavy Industrial"** means enterprises involved in the basic processing and manufacturing of products, predominately from raw materials, with noticeable noise, odor, vibration, or air pollution effects across property lines; or a use or process engaged in the storage of or processes involving potentially or actually hazardous, explosive, flammable, radioactive, or other commonly recognized hazardous materials.

B. **"Light Industry"** or **"Light Industrial"** means establishments engaged in the manufacture or processing of finished products from previously prepared materials, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution. These establishments are characterized by having no major external environmental effects across property lines and include no unscreened or unenclosed outdoor storage. Typical uses include commercial bakeries, dressed beef processing plants, soft drink bottling, apparel assembly from fabrics, electronics, manufacturing, print shops and publishing houses.

149. **"Institution"** means a building occupied by a nonprofit corporation or a nonprofit establishment dedicated for public use.

150. **"Intermediate care facility"** means any institution, place, building, or agency providing for a period exceeding twenty-four consecutive hours' accommodation, board, and nursing services, the need for which is certified by a physician to three or more individuals, not related to the administrator or owner thereof within the third degree of consanguinity, who by reason of illness, disease, or physical or mental infirmity require nursing services which can be provided only under the direction of a registered nurse or a licensed practical nurse. See also "residential care facility."

151. **"Junk"** means any scrap, waste, reclaimable material or debris, whether or not stored or used in conjunction with dismantling, processing, salvage, storage, baling, disposal or other use or disposition. See Chapter 51 of the City Code of Bondurant, Iowa.

152. **"Junk yard"** means any area, lot, land, parcel, building or structure or part thereof used for the storage, collection, processing, purchase, sale or abandonment of wastepaper, rags, scrap metal or other scrap or discarded goods, materials, machinery of two or more unregistered, inoperable motor vehicles or other type of junk. See also "salvage yard."

153. **"Kennel"** means an establishment where small animals, including dogs and cats, are bred, raised, trained, groomed, and boarded for compensation, sale or other commercial purposes.

154. **"Laundromat"** means a commercial establishment providing facilities for customers to wash, dry or iron fabrics, including clothes.

155. **"Laundry Services"** means establishments primarily engaged in the provision of laundering, cleaning, or dyeing services other than those classified as personal services. Typical uses include bulk laundry and cleaning plants, diaper services, or linen supply services.

156. **"Lawful Use"** means the use of a structure or property, provided that such use existed on the effective date of the ordinance codified in this chapter, and for which a legal zoning permit has been issued.

157. **"Liquor Sales"** means establishments or places of business engaged in retail sale for off-premises consumption of alcoholic beverages. Typical uses include liquor stores, bottle shops, or any licensed sales of liquor, beer, or wine for off-site consumption.

158. **"Liquor Store"** means a retail shop or establishment that primarily sells prepackaged alcoholic beverages, including wine, beer, and alcoholic liquors, intended to be consumed off the store's premises, and where 50% or more of total gross sales are derived from the sale of alcohol and tobacco.

159. **"Little Free Library"** means a free book-sharing box where books are borrowed or exchanged on an honor system. These small structures are typically located in private yards or public spaces.

160. **"Livestock"** means any animal or fowl which is generally produced primarily for use as food or food products for human consumption, including cattle, sheep, swine and poultry.

161. **"Living space"** means that part of the building which is enclosed and supported upon the main foundation system of the structure excluding garages and cellars.

162. **"Lot"** means a designated parcel, tract or area of land established by plat, subdivision, or as otherwise permitted by law, to be used, developed or built upon as a unit.

163. **"Lot area"** means the total area within the lot lines of a lot, excluding any streets rights-of-way.

164. **"Lot coverage"** means that portion of the lot that is covered by buildings and structures.

165. **"Lot depth"** means the distance measured from the front lot line to the rear lot line.

166. **"Lot frontage"** means the length of the front lot line measured at the street right- of-way.

167. **"Lot line"** means a line of record bounding a lot which divides one lot from another lot or from a public or private street or any other public space.

    A. **"Common lot line"** means a side lot line that is shared between attached structures.

    B. **"Front lot line"** means the line which adjoins a public street or private street.

    C. **"Rear lot line"** means the boundary which is opposite and most distant from the front lot line. In the case of a corner lot, the rear lot line is opposite the front lot line of least dimension. In case of an interior triangular or gore-shaped lot, it means a straight line ten-feet in length which (in paragraph form) is parallel to the front lot line or its cord and intersects the two other lot lines at points most distant from the front lot line.

    D. **"Side lot line"** means any lot line not a front lot line or a rear lot line.

    E. **"Street side lot line of a corner lot"** means for a corner lot, the street frontage that is the longest is typically the street side lot line and is perpendicular to the rear lot line.

    F. **"Zero lot line"** means the location of a building on a lot in such a manner that one or more of the building's sides rest directly on a lot line.

168. **"Lot of record"** means a lot which is part of a subdivision recorded in the Office of the County Recorder or a lot or parcel described by metes and bounds, the description of which has been so recorded. For purposes of the Zoning Regulations, an existing contract of purchase at the time of the effective date of the Zoning Regulations also constitutes a lot of record.

169. **"Lot"** means a designated parcel, tract or area of land established by plat, subdivision, or as otherwise permitted by law, to be used, developed or built upon as a unit.

170. **"Lot types"** shall be defined as follows:

    A. **"Corner lot"** means a lot or parcel of land abutting upon two or more streets at their intersection, or upon two parts of the same street forming an interior angle of less than 135 degrees.

    B. **"Double frontage lot"** – See "lot, through."

    C. **"Flag lot"** means a lot not fronting on or abutting a public road and where access to the public road is by narrow, private right-of-way.

    D. **"Interior lot"** means a lot other than a corner lot.

    E. **"Outlot"** means an unbuildable lot designated on a subdivision plat and intended for future replatting into a buildable lot or lots or intended to be held and owned by a home owner's association, property owner's association, or similar private consortium as common space, open space, area for stormwater facilities, shared parking, or similarly shared site improvements or elements.

    F. **"Postage-stamp lot"** means a small lot typically contained within an owner's association held common lot or outlot and intended to define the immediate area surrounding the perimeter of an individual townhouse or rowhouse unit or commercial building for ownership purposes. Postage-stamp lots are generally designed to be established no closer than 5-feet from any foundation or building wall, excluding shared walls located along a common lot line. Postage-stamp lots may or may not have public street frontage but shall at a minimum have access to public streets and public utilities via the surrounding outlot.

    G. **"Reverse frontage lot"** means a through lot which is not accessible from one of the parallel or nonintersecting streets upon which it fronts.

    H. **"Through lot"** means a lot which fronts upon two parallel streets, or which fronts upon two streets which do not intersect at the boundaries of the lot.

171. **"Lot width"** means the horizontal distance between the side lines of a lot measured at right angles to its depth along a straight line parallel to the front lot line at the minimum required building setback line.

172. **"Maintenance Facilities"** means a public facility, supporting maintenance, repair, vehicular, or equipment servicing, material storage, and similar activities including street or

sewer yards, equipment service centers, and similar uses having characteristics of commercial services or contracting or industrial activities.

173. **"Manufactured home"** means a factory-built structure, which is manufactured or constructed under the authority of 42 U.S.C. Sec. 5403 and is to be used as a place for human habitation, but which is not constructed or equipped with a permanent hitch or other device allowing it be moved other than for the purpose of moving to a permanent site, and which does not have permanently attached to its body or frame any wheel or axles (as defined in Section 414.28 of the Code of Iowa). See also "modular home."

174. **"Massage"** means any method of treating the external parts of the human body by rubbing, stroking, kneading, tapping or vibrating with the hand, other parts of the body, or any instrument, for any form of consideration of gratuity.

175. **"Massage therapy establishment"** means any establishment having a fixed place of business wherein any of the treatments, techniques, or methods of treatment referred to as "massage therapy" are administered, practiced, used, given, advertised or applied by persons licensed by the State of Iowa under the provisions of Chapter 152C of the Code of Iowa, when performing massage services as part of the profession for which licensed.

176. **"Maternity group home"** means a community-based residential home that provides room and board, personal care, supervision, training, support, and education in a family environment for women who are either pregnant or who have given birth within the preceding twenty-four months and live with their children, and includes overnight room accommodations and administrative and office space for those persons who provide such services (as defined in Section 414.27 of the Code of Iowa).

177. **"Medical cannabidiol"** means any pharmaceutical grade cannabinoid found in the plant Cannabis sativa L. or Cannabis indica or any other preparation thereof that has a tetrahydrocannabinol level of no more than three percent and that is delivered in a form recommended by the State of Iowa Medical Cannabidiol Board, approved by the State of Iowa Board of Medicine, and adopted by the State of Iowa Department of Public Health.

178. **"Medical cannabidiol dispensary"** means a business that dispenses medical cannabidiol that is licensed by the State of Iowa and operating in compliance with all State of Iowa laws and regulations required for a medical cannabidiol dispensary.

179. **"Medical cannabidiol manufacturer"** means a manufacturer of medical cannabidiol that is licensed by the State of Iowa and operating in compliance with all State of Iowa laws and regulations required for a medical cannabidiol manufacturer.

180. **"Medical Offices"** means the use of a site for facilities which provides diagnoses and outpatient care on a routine basis, but which does not provide prolonged, in-house medical or surgical care. Medical offices are operated by doctors, dentists, or similar medical practitioners licensed for practice in the state.

181. **"Meeting Hall"** means a building which is used to provide space for lectures, social functions, exhibitions, entertainment, and instruction, and may provide ancillary space for customary uses, including kitchens, foyers, work and dress rooms and storage areas.

182. **"Micro-brewery, -Distillery, or Winery"** means premises primarily engaged in the production and packaging of less than 15,000 hectoliters per year of specialty or craft beer, ale, other malt beverages, wines, or other alcoholic beverages. The facility may include accessory uses, such as retail sale, wholesale, tours and events, and hospitality rooms where beverages produced at the facility can be sampled.

183. **"Mini-storage or self-storage"** means a building or group of buildings, containing varying sizes of individualized, compartmentalized, and controlled stalls or lockers for the dead storage of customers' goods or wares, excluding junk, explosive, or flammable materials, and other noxious or dangerous materials. No business activities other than rental of storage units shall be conducted on the premises.

184. **"Mini-warehouse or self-storage facility"** see "Mini-storage or self-storage."

185. **"Mixed-use building"** means a multi-story commercial building that includes office and/or retail uses on the first floor or lower levels of the building and multiple family dwellings above the first floor or on the upper levels of the building.

186. **"Mobile home"** means any vehicle without power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons; but shall also include any such vehicle with motive power not registered as a motor vehicle in Iowa.

187. **"Mobile home park"** or **"Manufactured home park"** means a site with required improvements and utilities for the long-term parking of mobile homes or manufactured homes which may include services and facilities for the residents.

188. **"Modular home"** means a factory-built structure which is manufactured or constructed to be used as a place for human habitation, but which is not constructed or equipped with a permanent hitch or other device allowing it to be attached or towed behind a motor vehicle, and which does not have permanently attached to its body or frame any wheels or axles. See also "mobile home."

189. **"Motel"** means an establishment providing transient accommodations containing six or more rooms with at least 25% of all rooms having direct access to the outside without the necessity of passing through the main lobby of the building. See also "hotel" and "lodging house."

190. **"Noise"** means any undesired audible sound.

191. **"Noise pollution"** means continuous or episodic excessive noise in the human environment. Noise pollution is defined in terms of a maximum decibel level by frequency range.

192. **"Nonconforming"** means a lot, structure, land use or activity that does not conform to the present requirements of the zoning district.

193. **"Nursing home"** means any institution or facility, or part thereof, defined as such for licensing purposes under State law or pursuant to the rules and regulations for nursing homes established by the State Department of Public Health, whether proprietary or nonprofit, including but not limited to, nursing homes owned or administered by the Federal or State government or an agency or political subdivision thereof.

194. **"Obstruction"** means any structure or matter, including a dam, wall, wharf, embankment, levee, dike, pile, projection, excavation, channel rectification, bridge, conduit, culvert, building, wire, fence, rock, gravel, junk, solid waste, refuse, fill or other matter, which is located in, along, across, or projecting into any floodway and which may impede, retard or change the direction of the flow of any water, or which may be carried downstream to the possible damage or detriment of life or property.

195. **"Occupancy Permit"** means a certificate issued by the building official to ensure compliance with this chapter and the building and health ordinances of the city.

196. **"Office"** means a place where services are provided to clients or to the public, or managerial, administrative, executive decisions are made by personnel in governmental or commercial establishments, rather than where goods, wares or merchandise are created, sold or exchanged.

197. **"Open space"** means any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for public or private use or enjoyment, or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space.

198. **"Open space, common"** means land within or related to a development, not individually owned or dedicated for public use, which is designed and intended for the common use or enjoyment of the residents of the development and may include such complementary structures and improvements as are necessary and appropriate.

199. **"Open space, green"** means an open space area not occupied by any structures or impervious surfaces.

200. **"Ordinance"** means a municipally adopted law or regulation.

201. **"Outdoor Storage"** means the keeping, placing, or maintaining of any inventory, goods, materials, merchandise, equipment, containers, pallets, or similar items outdoors, including raw, semi-finished, and finished materials, for a contiguous period longer than seventy-two (72) hours. Outdoor Storage does not include junk or junk yards, as defined elsewhere in this Code.

202. **"Owner"** means the person who holds free, simple or equitable title of the property in question.

203. **"Parapet"** means the extension of the main walls of a building above the roof level.

204. **"Park and Recreation Services"** means the publicly owned and operated parks, playgrounds, recreation facilities including publicly-owned community centers and open spaces.

205. **"Parking area"** means any public or private land area designed and used for parking motor vehicles including parking lots, garages, private driveways and legally designated areas of public streets.

206. **"Parking space"** means a space for the parking of a motor vehicle within a public or private parking area.

207. **"Patio"** – See "terrace."

208. **"Paving, HMA"** means a surface paved with hot mix asphalt (HMA) that is of an appropriate thickness and includes an appropriate pavement base as required by the City design standards or as otherwise is prudent to provide a durable, lasting, and save paved surface for use by automotive vehicles, trucks, delivery vehicle, emergency service vehicles, pedestrians, and bicycles.

209. **"Paving, PCC"** means a surface paved with Portland cement concrete (PCC) that is of an appropriate thickness and includes an appropriate pavement base and internal reinforcement as required by the City design standards or as otherwise is prudent to provide a durable, lasting, and safe paved surface for use by automotive vehicles, trucks, delivery vehicle, emergency service vehicles, pedestrians, and bicycles.

210. **"Pawnshop"** means an establishment wherein the business of a pawnbroker is conducted. A pawnbroker shall be any person who lends or advances money or other things for profit on the pledge and possession of personal property, or other valuable things, other than securities or written or printed evidences of indebtedness; or, who deals in the purchasing of personal property or other valuable things on condition of selling the same back to the seller at a stipulated price. A pawnshop shall not be deemed a retail sales establishment except for the purposes of determining off-street parking.

211. **"Permitted use"** means any use allowed in a zoning district and subject to the restrictions applicable to that zoning district.

212. **"Personal Improvement Services"** means establishments primarily engaged in the provision of informational, instructional, personal improvements, and similar services of a nonprofessional nature. Typical uses include driving schools, health or physical fitness studios, music schools, reducing salons, dance studios, handicraft, and hobby instruction.

213. **"Personal Services"** means establishments or places of business primarily engaged in the provision of services of a personal nature. Typical uses include beauty shops and barbershops; body piercing studio, tattoo studio, seamstress, tailor, or shoe repair shops; photography studios; television or electronics repair; or dry-cleaning stations serving individuals and households. Personal services include establishments providing for the

administration of massage or massage therapy carried out by persons licensed by state when performing massage services as a part of the pression or trade for which licensed or person performing massage services under the direction of a person so licensed, or persons performing massage services or therapy pursuant to the written direction of a licensed physician.

214. **"Pet and Veterinary Services"** means the following:

    A. Retail sales, incidental pet health services, and grooming and boarding, when totally within a building, of dogs, cats, birds, fish, and similar small animals customarily used as household pets. Typical uses include pet stores, small animal clinics, dog bathing and clipping salons, and pet grooming shops, but exclude uses for livestock and large animals.

    B. Veterinary services and hospitals for small animals. Typical uses include pet clinics, dog and cat hospitals, and pet cemeteries and crematoria.

    C. Veterinary services and hospitals for large animal such as cows, bulls, horses, and other livestock. Typical uses include veterinary hospitals for livestock and large animals.

215. **"Planned unit development"** or **"PUD"** means an area of a minimum contiguous size, as specified by ordinance, to be planned and developed as a single entity containing one or more residential clusters or planned unit residential developments and one or more public, quasi-public, commercial or industrial areas in such ranges of ratios of nonresidential uses to residential uses as shall be specified. See also "cluster development."

216. **"Planting Area"** means an unpaved pervious area designed, intended or used for the placement of greenery, including a tree, shrub or flower bed.

217. **"Porch"** means a covered entrance to a building consisting of a platform area with open sides, projecting from the wall of a building.

218. **"Postal Facilities"** means postal services, including post offices, bulk mail processing, or sorting centers operate by the United States Postal Service.

219. **"Premises"** means that area of a lot or lots owned by a person or government who uses the property in a specific and intended manner which complies with all applicable zoning requirements for such property.

220. **"Principal use"** means the primary or predominant use of any lot.

221. **"Projections"** means any part of a structure, including a building, which protrudes from the side or face of such structure.

222. **"Quarry"** means a commercial enterprise in the business of excavating stone or slate as an industrial operation.

223. **"Recreation facility"** means a place designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities.

224. **"Recycling Collection"** means any site which is used in whole or part for the receiving or collection of any post-consumer, non-durable goods, including, but not limited to, glass, plastic, paper, cardboard, aluminum, tin, or other recyclable commodities.

225. **"Recycling Processing"** means any site which is used for the processing of any post-consumer, non-durable goods, including, but not limited to, glass, plastic, paper, cardboard, aluminum, tin, or other recyclable commodities.

226. **"Religious Institution"** means an organization, including any church, rectory, meeting hall or school, having a religious purpose, which has been granted an exemption from federal tax obligations.

227. **"Remodel"** means any improvement made to a building which is not a structural alteration.

228. **"Research and Testing Laboratory"** means a building or group of buildings for scientific research, investigation, testing or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

229. **"Residence"** means a home, abode or place where an individual is actually living at a specific point in time.

230. **"Residential"** means regularly used by its occupants as a permanent place of abode, which is made one's home as opposed to one's place of business and which has housekeeping and cooking facilities for its occupants only.

231. **"Residential care facility"** means any institution, place, or building, or agency providing for a period exceeding twenty-four consecutive hours accommodation, board, personal assistance and other essential daily living activities to three or more individuals, not related to the administrator or owner thereof, within the third degree of consanguinity, who by reason of illness, disease, or physical or mental infirmity are unable to sufficiently or properly care for themselves but who do not require the services of a registered or licensed practical nurse except on an emergency basis. See also "intermediate care facility."

232. **"Resort"** means a facility for transient guests where the primary attraction is general recreational features or activities.

233. **"Resource Extraction"** means a use involving on-site extraction of surface or subsurface mineral products or natural resources, excluding site grading for a specific construction project or preparation of a site for subsequent development. Typical uses include quarries, borrow pits, sand and gravel operations, mining, smelting and processing of ore, metal or like material, and removal of dirt for off-site use or like uses.

234. **"Restaurant"** means an establishment that prepares and serves food and beverages to persons for immediate consumption.

    A. **"Dine-in restaurant"** means a restaurant where the patron consumes foods and beverages while seated at tables or counters located on premises.

B. **"Drive-in restaurant"** means a restaurant that delivers prepared food and/or beverages to patrons in motor vehicles, regardless of whether it also serves prepared food and/or beverages to customers who are not in motor vehicles, for consumption on or off the premises.

C. **"Carry-out restaurant"** means a restaurant which prepares food and/or beverages which are packaged and delivered to the patrons or are picked up at the establishment by the customer there is no consumption of food or beverages on the premises by patrons.

D. **"Convenience-food restaurant"** means an establishment whose business is the sale of foods, frozen desserts, or beverages to the customer in a ready-to-eat state for immediate consumption either on or off the premises, whose design or principal method of operation includes both of the following characteristics:

(1) Foods, frozen desserts, or beverages are usually served in edible containers or in paper, plastic, or other disposable containers.

(2) The customer is not served food at his/her table by an employee but receives it at a counter, window or similar facility for carrying to another location on or off the premises for consumption.

235. **"Retail Services"** means sale or rental with incidental service of commonly used goods and merchandise for personal or household use, but excludes those classified more specifically by these use type classifications. This use is generally located within a permanent structure, but may include sale of seasonal items stored outside or in temporary structures located on the same site as the primary structure and not situated as to interfere with the regular flow of traffic. General retail services include:

A. **"Limited retail services means**" establishments providing retail services, occupying facilities of 10,000 square feet or less. Typical establishments provide for specialty retailing or retailing oriented to the city and its surrounding vicinity.

B. **"Large retail services"** means establishments providing retail services, occupying facilities between 10,001 and 40,000 square feet in a single establishment or multi-tenant facility. Typical establishments provide for specialty retailing or general retailing oriented to the city and its surrounding vicinity.

C. **"Mass retail services"** means establishments providing retail services, occupying facilities over 40,000 square feet in a single establishment or multi-tenant facility. Typical establishments provide for general retailing oriented to the city and the surrounding region. Mass retail services are not an allowable use in C-1 or C-3 districts.

236. **"Retirement Residential"** means a building or group of buildings which provide residential facilities, provided that 75 percent of the residents are at least 60 years of age, or households headed by a householder of at least 60 years of age. Retirement residence may provide a range of residential building types and may also provide support services to residents, including, but not limited to food service, general health supervision, medication services, housekeeping services, personal services, recreation facilities and transportation services.

Retirement residence may accommodate food preparation in independent units or meal service in one or more common areas. Retirement residences may include additional health care supervision or nursing care.

237. **"Rezone"** means a change in the regulations governing how property and structures may be used, by a comprehensive revision or modification of the zoning text and map; a text change in zone requirements; or a change in the boundaries of zoning districts as shown on the zoning map.

238. **"Right-of-way"** means (a) a strip of land acquired by reservation, dedication, forced dedication, prescription or condemnation and intended to be occupied or occupied by a road, crosswalk, trail or sidewalk, railroad, electric transmission lines, gas or oil pipeline, water line, sanitary storm sewer and other similar uses; or (b) generally, the right of one to pass over the property of another.

239. **"Right-of-way lines"** means the lines that form the boundaries of a right-of-way.

240. **"Roof"** means the top covering of a structure, including any canopy, constructed to shelter the area beneath such covering from the weather.

241. **"Roof Line"** means the highest point of the coping of a flat roof; the deck line of a mansard roof; and the midpoint between the eaves and ride of a saddle, hip, gable, gambrel or ogee roof.

242. **"Row houses"** – See "dwelling, townhouse."

243. **"Safety Services"** means facilities for conduct of public safety and emergency services including police and fire protection services, and emergency medical and ambulance services.

244. **"Salvage Yard"** means a commercial establishment which principally contained area where waste, discarded or salvaged materials are bought, sold, exchanged, baled or packed, disassembled or assembled, stored or handled, including the dismantling or wrecking of automobiles or other vehicles or machinery, the storage of salvaged lumber and building materials and structural steel materials and equipment.

245. **"Satellite Receivers"** means a facility, including a concave dish or antenna, anchored to a foundation or portable which is designed and intended to transmit, receive or intercept microwave, television or radio signals which are transmitted above the atmosphere.

A. **"Schools"** means the following:

B. **"Educational Facility"** means the following

(1) Curriculum. A private or public institution which offers a broad curriculum of instruction, including language arts, mathematics, history, science and social sciences.

(2) Grades. All private or public institutions classified as elementary and secondary schools, which are established or certified by the state, below university grade, including denominational and sectarian, kindergartens, and military academies.

(3) Colleges. All private or public institutions classified as colleges, universities, and professional schools granting academic degrees and requiring for admission at least a high school diploma or equivalent general academic training.

C. **"Vocational Facility"** means any private institution which offers the following:

(1) Technical Training. Training for a technical occupation, including the following: data processing, computer programming, computer and peripheral equipment operation, keypunch operation, business machine operation, office procedures, secretarial and stenographic training, mechanical and electrical repair, welding, and mechanical and electrical drafting.

(2) Artistic Development. Classes or lessons to develop an artistic talent in any of the fine arts, including music, painting, sculpture, dance or drama, provided that no degree may be offered upon graduation from the institution or completion of any classes or lessons.

(3) Preparation. Classes or lessons which prepare applicants of an exam to pass such exam, including any civil service exam, or college or graduate school admissions exam.

246. **"Screening"** to lessen the transmission from one lot to another of noise, dust and glare; to lessen visual pollution by providing an impression of separation of spaces or entirely shielding one land use from; and/or establishing a sense of privacy from visual or physical intrusion. Typical screening methods include fences, berms, and/or a living screen of deciduous or coniferous type vegetation.

247. **"Setback"** means the minimum distance a building or structure must be from a property line (front, side and rear), a street, or other designated boundary.

248. **"Setback Lines"** means the line represented on a plat for a subdivision from which the area of any lot's front ,side and rear yards can be measured.

249. **"Sewage Systems"** means the following:

A. **"Public Sewer System" or "public sewage disposal system"** means any type of sewage treatment and disposal facility approved by the Iowa Department of Public Health as properly designed to serve the city, and which is dedicated to the public, and operated and maintained by the city to provide central sanitary sewage service to all citizens connected to its facilities. A system which includes the use of a septic tank shall not be classified as a public sewage system.

B. **"Private Sewer System"** means any type of sewage treatment or disposal facility, approved by the Iowa Department of Public Health, and designed and maintained to serve at least one (1) lot, provided that such system is not connected to a public sewage disposal

system. A facility which maintains a septic tank shall be classified as a private sewer system.

250. **"Short-Term Rental"** means any dwelling that is leased or rented for a period of less than 31-days. This definition includes any dwelling leased or rented through an online marketplace such as Airbnb. This definition does not include Bed and Breakfast Inns, Boarding or Rooming Houses, and Extended Stay Hotels or Apartment Hotels.

251. **"Sidewalk"** means any throughway which is paved and designed for exclusive pedestrian use.

252. **"Smoking Lounge"** means an establishment where patrons can purchase and consume tobacco products on site or where customers use an electronic smoking or other apparatus to deliver an inhaled dose of nicotine or other substance within the establishment. These establishments may also be known or referred to as an E-Cigarette, Vape, or Vapor Lounge or Bar.

253. **"Solar energy system"** means a complete design or assembly consisting of a solar energy collector, an energy storage facility (where used), and components for the distribution of transformed energy. See Chapter 179.11.

254. **"Stable"** means the following:

A. **"Individual Stable"** means a structure used or intended to be used to shelter horses owned by the person owning the property on which such shelter is located. No shelter defined as an "Individual Stable" shall be operated as part of a commercial establishment, including any operation which auctions horses, regularly sells in the course of business, products associated with the care or use of horses, including any riding apparatus, or charges a fee for the care or shelter of any horse, riding instructions, rides on any horse, or for having a cart pulled by an horse.

B. **"Commercial Stable"** means any stable which is used or intended to be used to shelter horses which is not an "individual stable", as defined in this section.

255. **"Stable and/or Riding Academies"** means the buildings, pens, and pasture areas used for the boarding and feeding of horses, llamas, or other equine that may or may not be owned by the occupants of the premises. This use includes instruction in riding, jumping, and showing or the riding of horses/equine for hire.

256. **"Stacking Space"** means a permanent dust free surface, including asphalt or concrete, which is designed to accommodate a motor vehicle waiting for entry to a place identified as a use for automobiles, provided that the location of such space shall not obstruct access to a parking space.

257. **"Story"** means that portion of a building included between the surface of any floor and the surface of the floor next above it or if there is no floor above it then the space between the floor and the ceiling next above it and including those basements used for the principal use.

258. **"Story half"** means a space under a sloping roof which has the line of intersection of the roof and wall face not more than three feet above the floor level, and in which space the possible floor area with head room of five feet or less occupies at least 40% of the total floor area of the story directly beneath.

259. **"Street"** means any vehicular way which (a) is an existing State, County or municipal roadway, or (b) is shown upon a plat approved pursuant to law, or (c) is approved by other official action, or (d) is shown on a plat duly filed and recorded in the office of the County Recording officer prior to the appointment of a planning board and the grant to such board of the power to review plats and includes the land between the street lines, whether improved or unimproved.

260. **"Structural alterations"** means any change in either the supporting members of a building such as bearing walls, columns, beams and girders, or in the dimensions or configurations of the roof or exterior walls.

261. **"Structure"** means a combination of materials to form a construction for use, occupancy, or ornamentation whether installed on, above, or below the surface of land or water. See also "building."

A. **"Accessory Structure"** means any secondary structure located on the same lot as which a principal structure is located, provided that such secondary structure complies with the following requirements:

(1) Subordinate. It must be subordinate to a principal structure in area and the purpose for which the structure(s) is used.

(2) Contribution. It must contribute to the comfort, convenience, or necessity of occupants of the principal building.

(3) Location. It shall be located on the same lot as is the principal building.

B. **"Principal Structure"** means the structure which contains the principal use.

262. **"Supervised group residence"** means a residential facility, occupied by three or more persons under the supervision of one or more persons who are unrelated to the persons being supervised by blood, marriage or adoption, wherein the individuals supervised have mental, social, or substance-abuse problems which hinder their functioning in society and require the protection and supervision of a group environment to facilitate their becoming functional members of society. This definition includes supportive housing as defined herein this chapter. This definition does not include family homes, elder group homes, maternity group homes, hospitals, and nursing or convalescent homes as defined herein this chapter.

263. **"Supportive housing"** means a combination of affordable housing and on-site or community-based supportive services designed to help vulnerable individuals and families, particularly those experiencing homelessness or at risk of it, achieve and maintain stable housing and improve their overall well-being. It is a cost-effective way to address complex

challenges like homelessness, mental health issues, substance use disorders, and chronic illness.

264. **"Surplus Sales"** means businesses engaged in the sale, including sale by auction, of used items or new items which are primarily composed of factory surplus or discontinued items. Surplus sales uses sometimes include regular outdoor display of merchandise. Typical uses include flea markets, auction houses, factory outlets, or merchandise liquidators.

265. **"Swimming pool"** (above and below ground) means a water-filled enclosure, permanently constructed or portable, having a depth of more than eighteen (18) inches below the level of the surrounding land, or an above, surface pool having a depth of more than twenty-four (24) inches designed, used and maintained for swimming and bathing.

266. **"Terrace"** means a level, landscaped and/or surfaced area directly adjacent to a building at or within three (3) feet of the finished grade and not covered by a permanent roof. See also "deck."

267. **"THC (tetrahydrocannabinol)"** means a psychoactive chemical found in the cannabis plant that produces a high.

268. **"Tobacco Store"** means a retail shop or establishment primarily engaged in the sale of tobacco and tobacco related products, including nicotine products and supplies such as electronic cigarettes and other devices capable of providing an inhalable dose of nicotine, for off premise consumption and where 50% or more of total gross sales are derived from the sale of tobacco and nicotine products or a combination of tobacco products and alcohol. These establishments may also be known or referred to as an E-Cigarette, E-Hookah, Vape or Vapor Store or Shop.

269. **"Tourist home"** means an establishment in a private dwelling that supplies temporary accommodations to overnight guests for a fee. See also "lodging house."

270. **"Townhouse"** – See "dwelling, townhouse."

271. **"Trade Services"** means establishments or places of business primarily engaged in the provision of services that are not retail or primarily dedicated to walk-in clientele. These services often involve services to construction or building trades and may involve small amounts of screened, outdoor storage in appropriate zoning districts. Typical uses include shops or operating bases for plumbers, electricians, or HVAC (heating, ventilating, and air conditioning) contractors.

272. **"Travel Centers"** means facilities that provide for the sale of fuel, provisions, and supplies to motorists, including operators of over-the-road trucks. The calculation of these areas includes, but is not limited to, fuel islands for diesel fuel, truck washing facilities, truck parking areas, and associated maneuvering areas. Travel centers include a mix of uses, including food sales, general retail services, auto and equipment services, and restaurants and are typically located along or near interstate highways or other principal state and federally designated highway routes.

273. **"Travel Trailer"** means a recreational vehicle which shall be designed as a mobile structure built on a chassis, designed to be used as a temporary dwelling for travel and recreation, provided that such vehicle shall have a width of no more than eight (8) feet.

274. **"Tree"** means a live self-supporting woody plant with a single self-supporting trunk or multiple self-supporting trunks.

275. **"Truck Terminal"** means the following:

A. Storage. "Truck terminal" shall means a commercial establishment in the business of storing, handling and dispatching freight from major truck carriers.

B. Repair. "Truck terminal" as defined in this section may operate facilities for the storage and repair of trucks and trailers used by major truck carriers to transport freight.

276. **"TV dish"** – See "dish antenna."

277. **"Use"** means any purpose for which land, structures, or a part of any land or structure is designed, occupied and maintained.

A. **"Accessory Use"** means any use which is characterized by the following:

(1) Subordinate. It is subordinate to and serves a principal use, with its purpose and the extent of its purpose subordinate to a principal use.

(2) Contribution. It contributes to the comfort, convenience, profitability, or necessity of person relying on or owning the principal use

(3) Location. It shall be located only on the same lot as or across a street, alley or railroad right-of-way from the principal use, unless the use constitutes a space defined as off-street parking.

B. **"Permitted Use"** means a principal use which is allowed in the zone in which it is classified, provided that such use complies with the dimensional requirements and special requirements, if any, described for the zoning district in which the use is located.

C. **"Principal Use"** means the primary purpose for designing, occupying, operating and maintaining any property or structure located on a premises.

D. **"Provisional Use"** means any principal use which is allowed in the zone in which it is classified, provided that such use complies with the specific requirements mentioned with the use and all other dimensional requirements and special requirements, if any, described for the zoning district in which the use is located.

278. **"Utilities"** means any above-ground structures or facilities, other than lines, poles, and other incidental facilities, used for the production, generation, transmission, delivery, collection, or storage of water, sewage, electricity, gas, oil, energy media, communications, electronic or electromagnetic signals, or other services which are pertinent to development and/or use of land.

279. **"Vacation"** means the process by which the city discontinues the use of a street, alley or easement as a public way.

280. **"Variance"** means the legal mechanism of granting a property owner relief by relaxing a certain requirement of this division to ensure substantial justice is done, provided that special conditions exist which may result in unnecessary hardship to such owner if the provision is enforced and the community interest is not jeopardized.

281. **"Vehicle"** means every device in, upon which or by which any person or property is or may be transported or drawn upon a roadway.

282. **"Vehicle Storage & Depots"** means the following:

A. Vehicle Storage (short-term). Short-term storage of operating or non-operating vehicles for a period of no more than 30 days. Typical uses include storage of private parking tow-a-ways or impound yards, but exclude dismantling or salvage.

B. Vehicle storage (long-term). Long-term storage of operating or non-operating vehicles for a period exceeding 30 days. Typical uses include storage of private parking tow-a-ways or impound yards but exclude dismantling or salvage. Long-term storage of 30 days or less constitutes a commercial use type.

C. RV (recreation vehicle) storage. Establishments that include the storage and/or display of boats, campers, and motorized recreational vehicles for the purpose of rental or sale.

D. Depot. Property where buses, trains, or other vehicles are housed and maintained and from which they are dispatched for service.

283. **"Wall"** means (a) the vertical exterior surface of a building; or (b) vertical interior surfaces which divide a building space into rooms.

284. **"Warehousing"** means the following:

A. Data Center. Real and personal property consisting of buildings or structure specifically designed or modified to house networked computers and data and transaction processing equipment and related infrastructure support equipment, including, without limitation, power and cooling equipment, used primarily to provide, as a service to persons other than the company operating the data center, data and transaction processing services, outsource information technology services and computer equipment colocation services, or, used primarily to provide, to a single user, including the user's affiliates, customers, lessees, vendors, and other person authorized by the user, data, and transaction processing services.

B. Warehousing (open). Uses including open air storage, distribution, and handling of goods and materials. Typical uses include monument yards and open storage.

C. Warehousing (enclosed). Uses including storage, distribution, and handling of goods and materials within enclosed structures. Typical uses include wholesale distributors, storage warehouses, and van and storage companies.

D. Warehousing (office records). The storage of office paper records in file boxes.

285. **"Wind (Generator) Energy Conversion System (WECS)"** means any device that converts wind power to another form of energy, such as electricity or heat, including wind chargers, wind turbines, and windmills. See Chapter 179.11.

286. **"Yard"** means an open space that lies between the principal or accessory building or buildings and the nearest lot line. Such yard is unoccupied and unobstructed from the ground upward except as may be specifically provided in the Zoning Code.

287. **"Yard depth"** means the shortest distance between a lot line and a yard line.

288. **"Yard, front"** means a space extending the full width of the lot between any building and the front lot line, and measured perpendicular to the building at the closest point to the front lot line. Such front yard is unoccupied and unobstructed from the ground upward except as may be permitted elsewhere in the Zoning Code.

289. **"Yard line"** means a line drawn parallel to a lot line at a distance therefrom equal to the depth of the required yard.

290. **"Yard, rear"** means a space extending across the full width of the lot between the principal building and the rear lot line, and measured perpendicular to the building to the closest point of the rear lot line. Such rear yard is unoccupied and unobstructed from the ground upward except as may be permitted elsewhere in the Zoning Code.

291. **"Yard required"** means the open space between a lot line and the buildable area within which no structure shall be located except as provided in the Zoning Code.

292. **"Yard, side"** means a space extending from the front yard to the rear yard between the principal building and the side lot line measured perpendicular from the side lot line to the closest point of the principal building. Such side yard is unoccupied and unobstructed from the ground upward except as may be permitted elsewhere in the Zoning Code.

293. **"Zero lot line"** means the location of a building on a lot in such a manner that one or more of the building's sides rest directly on a lot line.

294. **"Zoning"** means the dividing of a municipality into districts and the establishment of regulations governing the use, placement, spacing and size of land and buildings.

A. **"Zoning district"** means a specifically delineated area or district in a municipality within which regulations and requirements uniformly govern the use, placement, spacing and size of land and buildings. See also "district."

B. **"Zoning map"** means the map or maps, which are a part of the Zoning Code, and delineate the boundaries of zone districts.

C. **"Down-zoning"** means a change in the zoning classification of property to a classification which is more restrictive, or which allows development which is less intensive or dense.

D. **"Up-zoning"** means a change in the zoning classification of property to a classification which is less restrictive, or which allows development which is more intensive or dense.

E. **"Zoning Administrator"** means the administrative officer that is designated by the Zoning Code to administer and enforce the provisions of the Zoning Code.

295. **"Zoning map"** means the map or maps, which are a part of the Zoning Code, and delineate the boundaries of zone districts.

CHAPTER 176 – PROCEDURES

176.1 SITE PLAN AND BUILDING PERMIT REQUIRED.
176.2 SITE PLAN APPLICATION.
176.3 CONDITIONAL USE PERMIT REQUIRED.
176.4 CONDITIONAL USE PERMIT PROCEDURES.
176.5 CERTIFICATE OF OCCUPANCY REQUIRED.
176.6 VARIANCES AND APPEALS.
176.7 AMENDMENT PROCEDURES.
176.8 APPLICATIONS AND FEES.

176.1 SITE PLAN AND BUILDING PERMIT REQUIRED. A site plan, as provided herein this chapter, is required prior to approval of a building permit for the erection, relocation, expansion, or alteration of any structure or for the change in use of any structure or parcel. Approval and receipt of a building permit is required prior to the erection, relocation, expansion, or alteration of any structure.

176.2 SITE PLAN APPLICATION. Site plan applications are required for all uses as follows:

1. **Agricultural Related and Single-Family Dwellings.** New agricultural related uses and buildings, single-family dwellings, two-family dwellings, conversion of existing single-family dwellings into two-family dwellings, accessory dwelling units, and related additions and accessory structures shall require review and approval of a Sketch Plan.

   A. Sketch Plan:

      (1) *Sketch Plan Application.* Each application to the Building Official for a building permit to construct or erect a new building, building addition, fence, accessory structure, or other permitted structure or improvement shall be accompanied by a sketch plan (including required sketch plan details or engineered plans), application form, and any additional information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements including building setbacks and off-street parking requirements.

      (2) *Sketch Plan Procedure*. The Sketch Plan Application shall be reviewed by the Zoning Administrator, or their designee, for compliance with all applicable City Codes as part of the review of the corresponding building permit application and building permit fee as established by resolution of the City Council. Once the Sketch Plan is approved, the Building Official may proceed with the review of the building permit.

2. **All Other New Uses, Buildings, and Structures.** All other new uses of land, buildings, structures, conversions or changes in use of land or buildings, changes or modifications to building facades, and related additions and accessory structures that are not included in Section 1 herein above shall require review and approval of either a Major Site Plan or a Minor Site Plan as provided herein this section:

A. Major Site Plan: A Major Site Plan Application is required for the development of a property, the construction of a new building or improvement, the redevelopment of an existing property (including a significant change in use as determined by the Zoning Administrator), or an amendment or change to a previously approved site plan, that does not other otherwise qualify as a Minor Site Plan as provided herein.

(1) *Major Site Plan Application.* A site plan (including required site plan details and number of copies), application form, and any additional information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements shall be submitted to the Zoning Administrator along with the Major Site Plan Application fee as established by resolution of the City Council.

(2) *Major Site Plan Review Procedure.* The Major Site Plan Application shall be reviewed by the Zoning Administrator, or their designee, for completeness. Incomplete applications shall be returned to the applicant with a list of the missing items or details. Applications deemed completed shall be distributed to other city departments and other agencies as necessary for review and comment as to its compliance with all zoning regulations and other pertinent city codes, regulations, and policies.

(3) *Major Site Plan Review by Planning and Zoning Commission.* Subsequent to review by the Zoning Administrator and other city departments and agencies, the Zoning Administrator, or their designee, shall submit to all members of the Planning and Zoning Commission a copy of the Major Site Plan Application along with a written recommendation as to the plan's conformity with the rules and regulations of the city.

The Commission shall subsequently hold a meeting as prescribed by their rules of procedures and review the Major Site Plan Application for conformity with the zoning regulations and standards and may confer with the applicant on changes deemed advisable in such Site Plan.

The Commission shall forward its recommendation to the City Council for approval, approval with conditions, or denial of the Major Site Plan Application within 45 days of the receipt of a Major Site Plan Applicant deemed complete by the Zoning Administrator. If the Commission does not act within the 45 days as prescribed above, the Major Site Plan Application shall be deemed to be recommended for approval by the Commission unless the applicant agrees to an extension of time.

(4) *Findings for Approval*. In order for the Commission to make a recommendation for approval of a Major Site Plan, the Commission shall make the following findings:

a. The proposed use, site improvements, and site plan comply with the minimum requirements of the zoning district in which it is proposed to be located;

b. The property is of adequate size to accommodate the proposed use and site improvements including setbacks, open space, stormwater management, and off-street parking;

c. The proposed use and site improvements will not unduly impact the health, safety, and general welfare of persons residing or working in adjoining property or surrounding area;

d. The proposed use and site improvements shall not unduly increase traffic congestion;

e. The proposed use and site improvements will not unduly burden public utilities or increase risk to flooding;

f. The proposed use and site improvements are compatible with the surrounding neighborhood and shall not diminish or impair established property values in adjoining or surrounding property; and,

g. The proposed use and site improvements will not endanger, jeopardize or harm the health, safety or welfare of the properties and the community.

(5) *Major Site Plan Review by City Council*. The City Council, upon receipt of the recommendation of the Commission, shall either approve, approve with conditions, or disapprove the Major Site Plan Application. In order for the Council to approve a Major Site Plan, the Council shall confirm or make the aforementioned findings in subsection (6) herein above.

B. Minor Site Plan: A Minor Site Plan Application may be submitted to the Zoning Administrator for minor changes to an existing developed site or to an approved site plan, including changes or modifications to the building facades and landscape plan or minor changes in use, provided that all code requirements are met and the following limitations. Any application which exceeds the prescribed limitations outlined in this section shall require a Major Site Plan Application and review as prescribed in Subsection a hereinabove.

(1) *Limitations for a Minor Site Plan*.

a. The application does not include a new building, building expansion, or building addition of more than 4,000 sq. ft., and does not increase the total building gross floor area of the site by more than twenty percent (20%) of the existing building gross floor area. Both the 4,000 sq. ft. and the twenty percent (20%) expansion limits for a Minor Site Plan cannot be exceeded by sequential Minor Site Plans.

b. The application does not include the expansion or addition of more than 4,000 sq. ft. of paving or impervious area including cumulatively by multiple Minor Site Plans.

c. The application does not increase the total number of dwelling units.

(2) *Minor Site Plan Application*. A site plan (including required site plan details and number of copies), application form, and any additional information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements shall be submitted to the Zoning Administrator along with the Site Plan Application fee as established by resolution of the City Council.

(3) *Minor Site Plan Procedure*. The Minor Site Plan Application shall be reviewed by the Zoning Administrator, or their designee, for compliance with all applicable City Code. In order for the Zoning Administrator to approve a Minor Site Plan, the Zoning Administrator shall make the following findings:

a. The proposed use, site improvements, and site plan comply with the minimum requirements of the zoning district in which it is proposed to be located;

b. The property is of adequate size to accommodate the proposed use and site improvements including setbacks, open space, stormwater management, and off-street parking;

c. The proposed use and site improvements will not unduly impact the health, safety, and general welfare of persons residing or working in adjoining property or surrounding area;

d. The proposed use and site improvements shall not unduly increase traffic congestion;

e. The proposed use and site improvements will not unduly burden public utilities or increase risk to flooding;

f. The proposed use and site improvements are compatible with the surrounding neighborhood and shall not diminish or impair established property values in adjoining or surrounding property; and,

g. The proposed use and site improvements will not endanger, jeopardize or harm the health, safety or welfare of the properties and the community.

(4) *General Provisions*.

a. Nothing contained herein shall be construed to allow the Zoning Administrator to vary the provisions of any statute, ordinance, City policy, or previous directives of the City Council.

b. The Zoning Administrator shall have the discretion to refer any Minor Site Plan Application to the Planning and Zoning Commission and City Council for its

review and action. Any denial of a Minor Site Plan Application is appealable to the Planning and Zoning Commission and City Council, at the request of the applicant.

c. Whenever any Major or Minor Site Plan application has been denied by the applicable review authority, no new Major or Minor Site Plan application covering the same property for a similar use or site improvements shall be submitted or considered by the applicable review authority until one year shall have elapsed from the date of filing of the first application, unless the new application is substantially different from the first application, as determined at the sole discretion of the Zoning Administrator.

d. If a proposed development requires approval of a Conditional Use Permit by the Board of Adjustment, and such approval is granted, any required site plan shall thereafter be subject to review and approval by the Planning and Zoning Commission and the City Council in accordance with the procedures and standards set forth in this Chapter and other applicable City ordinances. The Planning and Zoning Commission and City Council, in conducting their site plan review pursuant to this section, shall be limited to determining compliance with applicable ordinances, regulations, and standards that do not relate to the use of the property or zoning restrictions determined by the Board of Adjustment. The site plan shall not be denied or conditioned on grounds that conflict with, reconsider, or effectively negate the approval of the Conditional Use Permit by the Board of Adjustment.

3. **Expiration of Site Plans**. All site plan approvals shall expire and terminate 24-months after the date of approval unless a building permit has been issued for the construction provided for in the related site plan. In the event the building permit for the construction provided for in the related site plan expires or is canceled, then such site plan approval shall thereupon terminate.

176.3 CONDITIONAL USE PERMIT REQUIRED. Review and approval of a Conditional Use Permit, as provided herein this chapter, is required for any use identified as a Conditional Use in the table of Permitted and Conditional Uses contained in Chapter 178 of the Zoning Code. Said review and approval is required prior to approval of a building permit for the erection, relocation, expansion, or alteration of any structure or for the change in use of any structure or parcel that is part or connected with the Conditional Use.

176.4 CONDITIONAL USE PERMIT PROCEDURES. The following is required for the review and consideration of approval of a Conditional Use Permit:

1. **Conditional Use Permit Application**. A site plan (including number of copies), application form, and any additional information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements shall be submitted to the Zoning Administrator along with the Conditional Use Permit Application fee as established by resolution of the City Council.

2. **Conditional Use Permit Procedure.** The Conditional Use Permit Application shall be reviewed by the Zoning Administrator, or their designee, for completeness. Incomplete applications shall be returned to the applicant with a list of the missing items or details. Applications deemed completed shall be distributed to other city departments and other agencies as necessary for review and comment as to its compliance with all zoning regulations and other pertinent city codes, regulations, and policies.

3. **Conditional Use Permit Review by Board of Adjustment**. Subsequent to review by the Zoning Administrator and other city departments and agencies, the Zoning Administrator, or their designee, shall submit to all members of the Board of Adjustment a copy of the Conditional Use Permit Application along with a written recommendation as to the application's conformity with the rules and regulations of the city.

   The Board shall subsequently hold a duly noticed public hearing as prescribed by their rules of procedures, and the noticing requirements contained herein, and review the Application for conformity with the zoning regulations and standards. The Board may approve, approve with conditions, or deny the Conditional Use Permit Application.

4. **Findings for Approval**. In order to approve a Conditional Use Permit, the Board shall make the following findings:

   A. The proposed use, site improvements, and site plan comply with the minimum requirements of the zoning district in which it is proposed to be located;

   B. The property is of adequate size to accommodate the proposed use and site improvements including setbacks, open space, stormwater management, and off-street parking;

   C. The proposed use and site improvements will not unduly impact the health, safety, and general welfare of persons residing or working in adjoining property or surrounding area;

   D. The proposed use and site improvements shall not unduly increase traffic congestion;

   E. The proposed use and site improvements will not unduly burden public utilities or increase risk to flooding;

   F. The proposed use and site improvements are compatible with the surrounding neighborhood and shall not diminish or impair established property values in adjoining or surrounding property; and,

   G. The issuance of the Conditional Use Permit will not endanger, jeopardize or harm the health, safety or welfare of the properties and the community.

5. **Standards for Approval of Liquor Stores, Smoking Lounges or Hookah Lounges, and Tobacco Stores and Vape Shops within the C-2 Zoning District.** In addition to the meeting the findings for approval of a Conditional Use Permit as provided Section 4 hereinabove, the following standards shall be met for approval of a Conditional Use Permit for any liquor store,

smoking lounge, hookah lounge, tobacco store, or vape shop proposed within the C-2 Zoning District.

A. Shall not be located within 1,000 feet of any public or private elementary, secondary or high schools, a residential property, or a residentially zoned property that is in place at the time of application. The distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted to the property line of the protected use.

B. Shall not be located within 1,000 feet of any other such business as measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted.

6. **Expiration of Conditional Use Permit Approval**. All Conditional Use Permit approvals shall expire and terminate 24-months after the date of the Board approval unless a building permit has been issued for the construction provided for in the related site plan. In the event the building permit for the construction provided for in the related site plan expires or is canceled, then such site plan approval shall thereupon terminate.

7. **Public Hearing Notice by Mail.** Notice of the Board of Adjustment public hearing on the Conditional Use Permit application shall be mailed by first class mail to all property owners within 200 feet of the boundary of the property requesting a Conditional Use Permit. Said notice shall be mailed no less than 10 days prior to the date of the public hearing. This notice by mail is in addition to any public hearing notice otherwise required by the Code of Iowa or by City Code or other policy of the City.

8. **Decisions of the Board.** The concurring vote of three (3) of the members of the Board shall be necessary to approval a Conditional Use Permit.

A. Whenever Conditional Use Permit application has been denied by the Board, no new application covering the same property for a similar use or site improvements shall be submitted or considered by the applicable review authority until one year shall have elapsed from the date of filing of the first application, unless the new application is substantially different from the first application, as determined at the sole discretion of the Zoning Administrator.

B. Any taxpayer, or any officer, department, board or bureau of the City, or any person or persons jointly or severally aggrieved by any decision of the Board may present to a court of record a petition, pursuant to the Code of Iowa, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty (30) days after the filing of the decision in the office of the Board.

176.5 CERTIFICATE OF OCCUPANCY REQUIRED.

1. No land shall be occupied or used, and no building here-after erected or structurally altered shall be occupied or used in whole or in part for any purpose whatsoever, until a certificate is

issued by the administrative official stating that the building and use comply with the provisions of this Zoning Code.

2. No change of use shall be made in any building or part thereof, now or hereafter erected or structurally altered, without a permit being issued therefor by the administrative official. No permit shall be issued to make a change unless the changes are in conformity with provisions of this Zoning Code.

3. Applications for certificates of occupancy shall be applied for coincidentally with the application for a building permit and shall be issued within ten (10) days after the lawful erection or alteration of the building is completed. A record of all certificates shall be kept on file in the office of the administrative official and copies shall be furnished on request to any person having a proprietary or tenancy interest in the building affected.

4. No permit for excavation for, or the erection or alteration of any building shall be issued before the application has been made for a certificate of occupancy, and no building or premises shall be occupied until that certificate is issued.

5. A certificate of nonconforming uses shall be required of all non-conforming uses that were legally in place prior to adoption of a code, code amendment, or rezoning that made said use non-conforming. Application for a certificate for nonconforming uses shall be filed with the administrative official within twelve (12) months from the effective date of the ordinance codified herein, accompanied by affidavits of proof that such non-conforming use was not established in violation of previous ordinance.

6. **Temporary Certificate of Occupancy.** The Zoning Administrator, at their sole discretion, may issue a temporary certificate of occupancy for a period of no more than six (6) months to permit the occupancy and use of a given site and/or building provided all life and safety related improvements have been completed and inspected for compliance with all relevant building, fire, and zoning code regulations. The intent of such temporary certificate of occupancy is to legally permit the use and occupancy of given site and/or building prior to the completion of minor improvements such as landscaping, that do not physically impact the use and operation of the site and/or building. The Zoning Administrator may require the posting of a financial surety to ensure completion of remaining site and/or building improvements.

176.6 VARIANCES AND APPEALS. In accordance with Section 414.12 of the Code of Iowa, the Board of Adjustment of the City of Bondurant has the powers to authorize a variance from the terms of the Zoning Code to hear and decide an appeal of any decision by the Zoning Administrator. Per the Code of Iowa, Section 414.12, paragraphs 1 through 3, *"The board of adjustment shall have the following powers: (1.) To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this chapter or of any ordinance adopted pursuant thereto. (2.) To hear and decide special exceptions to the terms of the ordinance upon which such board is required to pass under such ordinance. (3.) To authorize upon appeal in specific cases such variance from the terms of the ordinance as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship, and so that the spirit of the ordinance shall be observed and substantial justice done."*

1. **Variances.** The Board of Adjustment is granted the authority to review and consider granting a variance from the terms of the Zoning Code. Per the Code of Iowa, Section 414.12, paragraph 4., *"To authorize on appeal, in specific cases, such variance from the terms of the ordinance with respect to the area, dimensional, or other numerical limitations as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in practical difficulties to the property owner in making a beneficial use of the property allowed by the zoning ordinance, and so that the spirit of the ordinance shall be observed and substantial justice done. Area, dimensional, or other numerical limitations subject to variances may include but are not limited to requirements for minimum lot size, setbacks, yard widths, height, bulk, sidewalks, fencing, signage, and off-street parking. To receive the requested area, dimensional, or other numerical variance, the property owner must prove that the practical difficulties faced are unique to the property at issue and not self-created and must also demonstrate that granting the variance will not significantly alter the essential character of the surrounding neighborhood."*

    A. Approval: Therefore, in order for the Board of Adjustment to approve a variance, the property owner shall provide evidence, to the satisfaction of the Board, that the requested variance meets the requirements and limitations as established by Code of Iowa, Section 414.12, paragraph 4. In granting any variance, the Board shall make findings for approval.

    B. Conditions: In granting any variance, the Board may prescribe appropriate conditions and safeguards in conformity with this Ordinance. Violation of any such conditions and safeguards shall be deemed a violation of this Ordinance. Under no circumstances shall the Board grant a variance to allow a use not permissible under the terms of the Zoning Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of the Zoning Ordinance in said district.

    C. Time Limit: If relevant and applicable, the Board may prescribe a time limit within which the action for which the variance is required shall begin or be completed, or both. Failure to begin or complete, or both, such action within the time limit shall void the variance. If no time limit is set by the Board and if relevant to the variance, then the granted variances shall become void eighteen months after the date of the Board approval unless a building permit has been issued for the construction provided for by the variance. In the event the building permit for the construction provided for by the variance expires or is canceled, then the variance approval shall become void.

2. **Appeals.** The Board of Adjustment is granted the authority to hear and decide appeals where it is alleged there is an error in any order, requirements, decision or determination made by the Zoning Administrator in enforcement of the Zoning Ordinance.

3. **Procedures.** The following shall be the procedures required in order for the Board of Adjustment to hear and consider approval of any variance or appeal.

    A. Application Required: The property owner, in the case of a variance, or the aggrieved party, in the case of an appeal, shall submit an application on a form as provided by the Zoning Administrator along with the application fee as established by resolution of the City Council.

B. Public Hearing Required: Upon receipt of any application for a variance or appeal, the Zoning Administrator, or their designee, shall submit to all members of the Board of Adjustment a copy of the application along with a written statement of the Zoning Administrator's position or opinion on the requested variance or appeal.

The Board shall subsequently hold a duly noticed public hearing as prescribed by their rules of procedures, and the noticing requirements contained herein, and review the application for conformity with the zoning regulations and standards. The Board may approve, approve with conditions, or deny the variance or appeal.

C. Public Hearing Notice by Mail: Notice of the Board of Adjustment public hearing on an application for a variance or appeal shall be mailed by first class mail to all property owners within 200 feet of the boundary of the property requesting a variance or, in the case of an appeal, all property owners within 200 feet of the boundary of the property that is the subject of the appeal. Said notice shall be mailed no less than 10 days prior to the date of the public hearing. This notice by mail is in addition to any public hearing notice otherwise required by the Code of Iowa or by City Code or other policy of the City.

D. Findings of Fact Required: In granting or denying any variance or appeal, the Board of Adjustment shall adopt findings of fact providing the grounds for said decision.

E. Decisions of the Board: In exercising the above powers, the Board may, in conformity with the provisions of law, reverse or affirm, wholly or in part, or modify the order, requirement, decision or determination appealed from, and make such order, requirement, decision or determination as it believes proper, and to that end shall have all of the powers of the Zoning Administrator. The concurring vote of three (3) of the members of the Board shall be necessary to reverse any order, requirement, decision or determination of the Zoning Administrator, or to decide in favor of the applicant on any matter on which it is required to pass under this chapter.

(1) No act of the Board shall become effective until after the decision of the Board has been filed. Such decision may be contained within the minutes of the Board.

(2) Each variance granted by the Board shall contain a date upon which it shall be effective.

(3) Every appeal or variance granted or denied by the Board shall be supported by a written testimony or evidence submitted in connection therewith.

(4) Any taxpayer, or any officer, department, board or bureau of the City, or any person or persons jointly or severally aggrieved by any decision of the Board may present to a court of record a petition, pursuant to Iowa Code 17A.19, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty (30) days after the filing of the decision in the office of the Board.

176.7 AMENDMENT PROCEDURES. The amendment procedures describe the methods by which changes may be made in the text of the Zoning Ordinance (text amendment) and/or the official boundaries of zoning districts (rezoning).

1. **Initiation of Amendments.** Text amendments may be initiated by the Planning and Zoning Commission or City Council. Rezonings may be initiated by a property owner or authorized agent of the property owner, by the Planning and Zoning Commission, or by the City Council.

2. **Rezoning Application Requirements.** An application for a rezoning may be filed with the Zoning Administrator on the application form as provided by the Zoning Administrator, along with the Rezoning Application fee as established by resolution of the City Council.

3. **Amendment Process.**

   A. If the amendment was initiated by the City Council or by a property owner (or authorized agent of the property owner), the Planning and Zoning Commission shall consider the request and return its recommendation in writing to the Council within sixty days. Upon request of the Commission to the Council, the Commission shall have an additional 30 days to return its recommendation.

   B. The Planning and Zoning Commission, after meeting the public hearing notice requirements specified by the Code of Iowa, shall hold a public hearing on each proposed text or rezoning and, following such public hearing, shall recommend action to the City Council.

   C. The City Council, after meeting the required public hearing notice requirements specified by the Code of Iowa, shall act on the proposed amendment in accordance with the procedures and requirements as provided by the Code of Iowa.

4. **Public Hearing Notice by Mail**. Notice of the Planning and Zoning Commission public hearing and the subsequent City Council public hearing on any proposed rezoning shall be mailed by first class mail to all property owners within 200 feet of the boundary of the property proposed to be rezoned. Said notice shall be mailed no less than 10 days prior to the date of the public hearing. This notice by mail is in addition to any public hearing notice otherwise required by the Code of Iowa or by City Code or other policy of the City.

5. **Refiling of Application.** Whenever any petition for an amendment, supplement, or change of the zoning regulations herein contained or subsequently established shall have been denied by the Council until one (1) year shall have elapsed from the date of the filing of the first petition.

6. **Denial by Planning and Zoning Commission.** Should the Planning and Zoning Commission adopt a resolution recommending denial any proposed zoning text amendment or rezoning, then approval of said zoning text amendment or rezoning shall require an approval vote of at least three-fourths of all the members of the City Council.

7. **Protest Petitions.** The City shall comply with the provisions of Iowa Code Section 414.5, which states in part, *"…a written protest against a change or repeal which is filed with the city clerk and signed by the owners of twenty percent or more of the area of the lots included in the proposed change or repeal, or by the owners of twenty percent or more of the property which is located within two hundred feet of the exterior boundaries of the property for which the change or repeal is proposed, the change or repeal shall not become effective except by the favorable vote of at least three-fourths of all the members of the council. The protest, if filed, must be filed before or at the public hearing."*

176.8 APPLICATIONS AND FEES. The Zoning Administrator shall establish and provide the application form and information required for all applications as may be necessary and as required by this ordinance. The fees for all applications shall be as established by resolution of the City Council.

CHAPTER 177 – NONCONFORMITIES

177.1 PURPOSE AND INTENT.
177.2 NONCONFORMING LOTS OF RECORD.
177.3 NONCONFORMING USE OF LAND.
177.4 NONCONFORMING USE OF STRUCTURES.
177.5 NONCONFORMING STRUCTURES.
177.6 REPAIRS AND MAINTENANCE.
177.7 REPAIR OR RECONSTRUCTION OF AN EXISTING NONCONFORMING SINGLE-FAMILY DWELLING.
177.8 EXISTING SINGLE-FAMILY DWELLINGS IN THE M-1 AND M-2 ZONING DISTRICTS.
177.9 REGISTRATION OF NONCONFORMING USES.

177.1 PURPOSE AND INTENT. Within the districts established by the Zoning Code or amendments that may later be adopted, there exist lots, structures, and uses of land and structures which were lawful before the Zoning Code was adopted or amended, but which would be prohibited, regulated, or restricted under the terms of the Zoning Code or future amendment. It is the intent of this chapter to permit these nonconformities to continue until they are removed, but not to encourage their survival. It is further the intent of this chapter that nonconformities shall not be enlarged upon, expanded or extended, or be used as grounds for adding other structures or uses prohibited elsewhere in the same district. To avoid undue hardship, nothing in this chapter shall be deemed to require change in the plans, construction, or designated use of any building on which actual construction was lawfully begun prior to the effective date of adoption or amendment of the Zoning Code and upon which actual building construction has been diligently carried on. Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner; except that where demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such demolition or removal shall be deemed to be actual construction, provided that such work shall be diligently carried on until completion of the building involved.

177.2 NONCONFORMING LOTS OF RECORD. In any district in which single-family dwellings are permitted, notwithstanding limitations imposed by other provisions of the Zoning Code, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of the Zoning Code. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district. All other bulk regulations and standards within the district shall apply.

177.3 NONCONFORMING USE OF LAND. Where, at the effective date of adoption or amendment of the Zoning Code, lawful use of land exists that is made no longer permissible under the terms of the Zoning Code as enacted or amended, such use may be continued subject to the following provisions:

1. No such nonconforming use shall be enlarged or increased or extended to occupy a greater area of land than was occupied at the effective date of the adoption or amendment of the Zoning Code.

2. No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of the adoption or amendment of the Zoning Code.

3. If any such nonconforming use of land ceases for any reason for a period of more than six (6) months, any subsequent use of such land shall conform to the regulations specified by the Zoning Code for the district in which such land is located.

177.4 NONCONFORMING USE OF STRUCTURES. If a lawful use of a structure, or of structure and premises in combination, exists at the effective date of adoption or amendment of the Zoning Code that would not be allowed in the district under the terms of the Zoning Code, the lawful use may be continued subject to the following provisions:

1. No existing structure devoted to a use not permitted by the Zoning Code in the district in which it is located shall be enlarged, extended, constructed, reconstructed, or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.

2. Any nonconforming use may be extended throughout any of the parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of the Zoning Code, but no such use shall be extended to occupy any land outside such building.

3. If no structural alterations are made, any nonconforming use of a structure, or structure and premises, may be changed to a more restricted classification.

4. When a nonconforming use of a structure, or structure and premises in combination, is discontinued or abandoned for six (6) months, the structure, or structure and premises in combination, shall not thereafter be used except in conformance with the regulations of the district in which it is located.

5. Any structure devoted to a use made nonconforming by this Ordinance, that is destroyed by any means to an extent of sixty percent (60%) or more of its replacement cost at the time of destruction, exclusive of the foundation(s), shall not be reconstructed and used as before such happening. If the structure be less than sixty percent (60%) destroyed above the foundation(s), it may be reconstructed and used as before provided reconstruction be started within six (6) months of such happening and be completed within one (1) year, and be built of like or similar materials.

6. Where nonconforming use status applied to a structure and premises in combination, removal of the structure shall eliminate the nonconforming status of the land.

177.5 NONCONFORMING STRUCTURES. Where a lawful structure exists at the effective date of adoption or amendment of this chapter that could not be built under the terms of this chapter by reason of restrictions on area, lot coverage, height, yards, or other characteristics of the structure or its location on the lot, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No such structure may be enlarged or altered in a way which increases its nonconformity.

2. Should such structure be destroyed by any means to an extent of more than sixty percent (60%) of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this chapter.

177.6 REPAIRS AND MAINTENANCE. On any building devoted in whole or in part to any nonconforming use, work may be done on ordinary repairs, or on repair or replacement of non-bearing walls, fixtures, wiring or plumbing, provided that the cubic content of the building as it existed at the time of passage or amendment of the Zoning Code shall not be increased. Nothing in this chapter shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

177.7 REPAIR OR RECONSTRUCTION OF AN EXISTING NONCONFORMING SINGLE-FAMILY DWELLING. An exception to these provisions will be made for any existing single-family residential dwelling that was legally permitted when originally constructed but now made non-conforming by being zoned or rezoned to a zoning district in which a single-family residential dwelling is not permitted. For such a situation where the residential dwelling and/or its detached accessory structure is damaged or completely destroyed by catastrophe or act of God: Reconstruction of the structure or building shall be permitted provided that there is no increase in the number of dwelling units. The reconstruction of the building or structure will comply with all residential standards for the comparable district in which the structure or building was first constructed or a comparable residential district, as determined by the Zoning Administrator, and with all other pertinent codes and regulations existing at the time of reconstruction. Reconstruction must begin within six (6) months or the use will be deemed discontinued, abandoned, or vacated. This exception will not be granted when nonaccidental causes, intentional acts by the owner, lessee, or other person such as arson, or by circumstances of neglect.

177.8 EXISTING SINGLE-FAMILY DWELLINGS IN THE M-1 AND M-2 ZONING DISTRICTS. Notwithstanding any other provision of this Zoning Code, an existing single-family dwelling lawfully established prior to the effective date of this ordinance and located within the M-1 Limited Industrial Zoning District or the M-2 Medium Industrial Zoning District on a parcel of seven (7) acres or greater in size shall be considered a permitted use. Such dwelling may be maintained, repaired, and expanded, and shall not be considered a nonconforming use of a structure subject to the provisions of this chapter. No additional dwelling units or residential structures shall be established on such parcel, and no expansion shall be permitted that results in the creation of an additional dwelling unit.

177.9 REGISTRATION OF NONCONFORMING USES. No nonconforming structure or use shall be maintained, renewed, changed or extended until a certificate of zoning compliance shall have been issued.

CHAPTER 178 – ZONING DISTRICT REGULATIONS

178.1 A-1 AGRICULTURAL DISTRICT.
178.2 R-1 LOW DENSITY RESIDENTIAL DISTRICT.
178.3 R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT.
178.4 R-3 HIGH DENSITY RESIDENTIAL DISTRICT.
178.5 R-4 MANUFACTURED HOME COMMUNITY DISTRICT.
178.6 C-1 TRANSITIONAL COMMERCIAL DISTRICT.
178.7 C-2 GENERAL COMMERCIAL DISTRICT.
178.8 MU MIXED USE DISTRICT *(FORMERLY C-4 CENTRAL BUSINESS DISTRICT).*
178.9 BP BUSINESS PARK DISTRICT.
178.10 M-1 LIMITED INDUSTRIAL DISTRICT.
178.11 M-2 MEDIUM INDUSTRIAL DISTRICT.
178.12 PUD PLANNED UNIT DEVELOPMENT.
178.13 RESIDENTIAL ZONING DISTRICTS BUILDING BULK REGULATIONS.
178.14 NON-RESIDENTIAL ZONING DISTRICTS BUILDING BULK REGULATIONS.
178.15 PERMITTED AND CONDITIONAL USES.

178.1 A-1 AGRICULTURAL DISTRICT.

1. **Intent:** The "A-1" Agricultural District is intended and designed to provide for certain agricultural and undeveloped areas of the City now utilized primarily for agricultural purposes and to prevent the establishment of scattered small lot subdivisions which may inhibit the orderly and efficient extension of urban services as anticipated in the long-term Comprehensive Plan or force extension of services prematurely.

2. **Bulk Regulations.** (See Section 178.13 - Residential Zoning Districts Building Bulk Regulations Table, herein this chapter.)

3. **Permitted and Conditional Uses.** (See Section 178.15 - Permitted and Conditional Uses Table, herein this chapter.)

4. **General Provisions.** (see Chapter 179 – General Provisions.)

5. **Off-Street Parking Regulations.** (See Chapter 180 - Off-Street Parking Regulations.)

6. **Open Space, Landscaping and Buffering.** (See Chapter 181 - Open Space, Landscaping and Buffering.)

178.2 R-1 LOW DENSITY RESIDENTIAL DISTRICT.

1. **Intent:** The "R-1" District is intended and designed to provide for certain low-density residential areas of the City now developed primarily with larger lot, single-family detached dwellings and areas where similar residential development seems likely to occur. This district is also intended to accommodate certain non-residential uses common within single-family residential areas, such as religious, educational, and similar institutional uses as well as child care centers, and public or private recreation areas.

2. **Bulk Regulations.** (See Section 178.13 - Residential Zoning Districts Building Bulk Regulations Table, herein this chapter.)

3. **Permitted and Conditional Uses.** (See Section 178.15 - Permitted and Conditional Uses Table, herein this chapter.)

4. **General Provisions.** (see Chapter 179 – General Provisions.)

5. **Off-Street Parking Regulations.** (See Chapter 180 - Off-Street Parking Regulations.)

6. **Open Space, Landscaping and Buffering.** (See Chapter 181 - Open Space, Landscaping and Buffering.)

7. **Sign Regulations.** (See Chapter 183 – Sign Regulations.)

8. **Special Performance Standards.**

   A. Basement Required: A basement, containing the square footage of at least 60% of the dwelling's first story square footage at the time of original building permit approval, is required for all single-family dwellings. This section shall not apply to manufactured homes, as defined in Iowa Code section 435.1, to the extent that application of the basement requirement would be inconsistent with Iowa Code section 414.28. No manufactured home shall be required to include a basement or foundation system that is incompatible with its structural design or that would otherwise have the effect of prohibiting the placement of a manufactured home that otherwise complies with applicable zoning, siting, and foundation requirements.

   B. Lot Size Reduction: Up to 20% of the single-family detached residential lots located within any one, contiguous development may be reduced to a minimum 65 foot in width and 7,500 sq. ft. in size. All other bulk regulations for the R-1 district shall apply. Said lot size reduction shall be applied at the time of Final Plat. No variance from required yard setbacks or other bulk standards shall be granted solely on the basis that a lot was created pursuant to this lot size reduction provision.

178.3 R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT.

1. **Intent:** The "R-2" District is intended and designed for medium density residential development comprising of single-family detached and attached residential dwellings including duplex and two-family dwellings, townhomes, and rowhouses and certain non-residential uses common within residential areas.

2. **Bulk Regulations.** (See Section 178.13 - Residential Zoning Districts Building Bulk Regulations Table, herein this chapter.)

3. **Permitted and Conditional Uses.** (See Section 178.15 - Permitted and Conditional Uses Table, herein this chapter.)

4. **General Provisions.** (see Chapter 179 – General Provisions.)

5. **Off-Street Parking Regulations.** (See Chapter 180 - Off-Street Parking Regulations.)

6. **Open Space, Landscaping and Buffering.** (See Chapter 181 - Open Space, Landscaping and Buffering.)

7. **Sign Regulations.** (See Chapter 183 – Sign Regulations.)

8. **Special Performance Standards.**

   A. Basement Required: A basement, containing the square footage of at least 60% of the dwelling's first story square footage at the time of original building permit approval, is required for all detached and attached single-family dwellings, including duplex, two-family, townhome, and rowhouse dwellings. This section shall not apply to manufactured homes, as defined in Iowa Code section 435.1, to the extent that application of the basement requirement would be inconsistent with Iowa Code section 414.28. No manufactured home shall be required to include a basement or foundation system that is incompatible with its structural design or that would otherwise have the effect of prohibiting the placement of a manufactured home that otherwise complies with applicable zoning, siting, and foundation requirements.

   B. Lot Size Reduction: Up to 20% of the single-family detached residential lots located within any one, contiguous development may be reduced to a minimum 60 foot in width and 7,200 sq. ft. in size. All other bulk regulations for the R-2 district shall apply. Said lot size reduction shall be applied at the time of Final Plat. No variance from required yard setbacks or other bulk standards shall be granted solely on the basis that a lot was created pursuant to this lot size reduction provision.

178.4 R-3 HIGH DENSITY RESIDENTIAL DISTRICT.

1. **Intent:** The "R-3" District is intended and designed to accommodate higher density residential development comprising of a mix of single-family detached and attached residential dwellings including duplex and two-family dwellings, townhomes, rowhouses, apartments, and certain non-residential uses common within residential areas.

2. **Bulk Regulations.** (See Section 178.13 - Residential Zoning Districts Building Bulk Regulations Table, herein this chapter.)

3. **Permitted and Conditional Uses.** (See Section 178.15 - Permitted and Conditional Uses Table, herein this chapter.)

4. **General Provisions.** (see Chapter 179 – General Provisions.)

5. **Off-Street Parking Regulations.** (See Chapter 180 - Off-Street Parking Regulations.)

6. **Open Space, Landscaping and Buffering.** (See Chapter 181 - Open Space, Landscaping and Buffering.)

7. **Sign Regulations.** (See Chapter 183 – Sign Regulations.)

8. **Special Performance Standards.**

   A. Basement Required: A basement, containing the square footage of at least 60% of the dwelling's first story square footage at the time of original building permit approval, is required for all detached and attached single-family dwellings, including duplex, two-family, townhome, and rowhouse dwellings. This section shall not apply to manufactured homes, as defined in Iowa Code section 435.1, to the extent that application of the basement requirement would be inconsistent with Iowa Code section 414.28. No manufactured home shall be required to include a basement or foundation system that is incompatible with its structural design or that would otherwise have the effect of prohibiting the placement of a manufactured home that otherwise complies with applicable zoning, siting, and foundation requirements.

178.5 R-4 MANUFACTURED HOME COMMUNITY DISTRICT.

1. **Intent:** The "R-4" District is intended to designate areas of the City, which by reason of their design and location, are suitable for manufactured housing development and which are compatible with surrounding residential areas. For the purposes of this section, the term "manufactured home" shall also refer to "mobile home," the term "community" shall refer to the entire manufactured home community area, and the term "lot" shall refer to an individual manufacturing home stall rented within the community.

2. **Bulk Regulations.** The bulk regulations for all manufactured home park shall be as follows. For any other use permitted in the "R-4" District, the requirements shall be as established in Section 178.13 - Residential Zoning Districts Building Bulk Regulations Table, herein this chapter.

   A. Minimum Community Area: A proposed manufactured home community shall have a minimum area of fifty (50) acres.

   B. Maximum Community Density: The maximum density allowed for the gross development area shall be five (5) manufactured home units per gross acre.

   C. Community Setbacks: A manufactured home community shall have a perimeter yard setback of not less than fifty (50) feet. No part or any manufactured home lot shall be located in the perimeter setback. In addition, no part of any manufactured home lot shall be located closer than fifty (50) feet to any public street upon which the community adjoins. Interior community streets may be located within the setback areas.

   D. Community Minimums: Each manufactured home community shall contain a minimum of fifty (50) manufactured home spaces.

   E. Minimum Lot Area: Each individual manufactured home lot shall contain not less than five thousand four hundred (5,400) square feet in area.

F. Front Yard: Each lot shall have a front yard not less than twenty (20) feet in depth measured from the edge of the surfaced private street to the closest point to the lower face of the manufactured home.

G. Side Yard: Side yards shall be provided and maintained so as to provide a minimum separation at the nearest point between manufactured homes, and other buildings and structures on adjoining lots of at least twenty-five (25) feet, however, side yards as so described shall not be less than seven (7) feet.

H. Rear Yard: Rear yards shall be provided and maintained so as to provide a minimum separation at the nearest point between manufactured homes, and other buildings and structures on adjoining lots of at least twenty-five (25) feet, however, rear yards as so described shall not be less than ten (10) feet, for any structure.

I. Open Space: A minimum of 250 square feet for each lot shall be provided for one or more open spaces, which shall be easily accessible to all community residents. The required yards and setbacks (including the perimeter setback) shall not be computed as part of the required open space area. An open space is defined as land, which is specifically, set-aside for leisure or recreational uses.

J. Height Regulations: Maximum height of thirty-five (35) feet for principal building; thirty-five (35) feet for service buildings, community offices, maintenance buildings, community buildings, and storm shelters; twelve (12) feet for accessory buildings such as garages.

K. Accessory Buildings: Maximum area for accessory Garage – 1,000 sq. ft. Maximum area for Yard shed – 160 sq. ft.

L. Stories: Maximum number of stories for principal building shall be three (3) stories, one (1) story for accessory buildings.

M. Livable Space: Minimum livable space for a Ranch dwelling shall be 950 sq. feet; Two Story dwelling shall be 1,000 sq. feet; Split Level Style dwelling shall be 875 sq. feet on two adjacent levels and Split Foyer Style dwelling shall be 850 sq. feet on the main floor.

3. **Permitted and Conditional Uses.** (See Section 178.15 - Permitted and Conditional Uses Table, herein this chapter.)

4. **Site Plan Required.** Each petition for a change to the R-4 zoning classification submitted to the City shall be accompanied by a manufactured home community site plan along with the application form and fee as required by the Zoning Code. Said site plan shall show each manufactured home space, or platted lot, the water, electrical and sewer lines serving each manufactured home space, the location of water hydrants, community shelter building or buildings, driveways, walkways, recreation areas, required yards, parking facilities, lighting, and landscaping.

A. Review Process: The plan shall be considered by the Planning and Zoning Commission and the City Council, who may approve or disapprove said plan or require such changes thereto, as are deemed necessary to effectuate the intent and purpose of the Zoning Code and the General Requirements contained hereinbelow. All changes to the R-4 classification shall be made in accordance with the provisions of this Zoning Code.

B. Covenants Required. The Site Plan shall be accompanied by a covenant to run with the land, in favor of the City and all persons having a possessory interest in any portion of the manufactured home community, that the owner or owners of the community or their successors in interest will maintain all interior streets, parking areas, sidewalks and plantings in compliance with City ordinances and the Site Plan as approved by the Council, which covenant shall be recorded in the office of the Polk County Recorder.

C. Final Plan: If the Council approves the site plan and request for rezoning, the applicant shall submit within ninety (90) days or such longer period as may be approved by the Council after recommendation by the Commission, a final development plan, of not less than one stage of the proposed development showing specifically and in detail the location of all proposed: each manufactured home space, the water, electrical and sewer lines serving each manufactured home space, the location of garbage receptacles, water hydrants, service buildings, driveways, streets, walkways, recreation areas, playgrounds, required yards, existing and proposed grading, parking facilities, storm shelter, lighting, landscaping, and the location of existing trees, buildings or other significant features, development stages and timing of each.

The final development plan shall be accompanied by a covenant to run with the land in favor of the City and all persons having a possessory interest in any portion of the manufactured home community, that the owner or owners of the community or their successors interest will maintain all interior infrastructure items in compliance with the Statewide Urban Design and Specifications (SUDAS), and the final development plan as approved by the City Council, which covenant shall be recorded in the office of the Polk County Recorder.

The final development plan shall be reviewed by the Commission for compliance with the standards of this section and substantial compliance with the site plan. The Commission's recommendations and report on the final development plan shall be referred to the Council. The Council shall review the final development plan and approve it if it complies with the standards of this section and is in substantial compliance with the site plan.

5. **Compliance with Subdivision Requirements.** Every manufactured home community authorized under the provisions of this chapter shall fully comply with the subdivision requirements of the City, and all improvements shall be completed as required under said subdivision regulations.

6. **Building Permit Required.**

A. No building permit for any home, building or other structure within the manufactured home community shall be issued until the Council approves the final site plan.

B. Only independent manufactured homes being used for residential purposes in the manufactured home community will be considered as a building permit applicant. An independent manufactured home is a manufactured home which (1) is designed for long-term occupancy and contains a flush toilet, a tub or shower and kitchen facilities; (2) requires a connection to outside sanitary sewer and water systems because a waste holding tank and a water storage tank are not integral parts of a manufactured home; (3) is over thirty-eight (38) feet in body length exclusive of a trailer hitch when factory equipped for the road; (4) is not built on a self-propelled motor chassis; (5) is not identified as a recreational vehicle such as a camping trailer, travel trailer, motor home, or truck camper by the manufacturer.

C. No certificate of occupancy for a manufactured home community or approved stage thereof shall be granted until the approved stage thereof is completed and has been inspected by the Zoning Administrator, or representative thereof, and the City Engineer has certified to the Zoning Administrator that the approved stage thereof has been developed is substantial compliance with the site plan, except as hereinafter provided.

A temporary certificate of occupancy not to exceed one (1) year may be granted for any portion of a manufactured home community or approved stages thereof comprising not less than fifty (50) percent of the entire community or approved stages thereof if: a. Such portion is completed and has been inspected by the Zoning Administrator, or representative thereof, as has been developed in substantial compliance with the site plan, and b. The community developer has posted a bond approved by the City's Legal Department and City Administrator in an amount not less than the estimated cost to construct streets, utilities, and other common community facilities contained in the community or approved stages thereof, which bond will insure to the City that the bonded improvements will be completed by the developer by or before the expiration date of the temporary certificate of occupancy.

D. Any change, except minor changes as approved by the Zoning Administrator, in the final site plan proposed after the Council has approved the plan, shall be re-submitted and considered in the same manner as the original site plan.

E. The Council may condition the approval of the site plan upon the developer commencing construction of the manufactured home community within six (6) months after Council approval of the plan, unless an extension is approved by the Council for due cause shown after recommendation by the Commission.

F. The Council may make the approval of the final site plan contingent upon the completion of construction and improvements within a reasonable period of time; provided, however, that in the determination of such period, the Council shall consider the scope and magnitude of the development and any schedule of construction and improvements submitted by the developer.

7. **General Requirements.** The following are the general requirements for all manufactured home community. Any requirement not addressed herein this section shall be as provided within Chapter 179 - General Provisions and elsewhere in the Zoning Code.

   A. Parking: A minimum of two (2) off-street car spaces directly accessible to the private street for each manufactured home lot shall be provided. Garage stalls shall not count toward the minimum off-street parking requirements. These required parking spaces, or parking areas, shall be so located as to provide convenient access to the manufactured homes but shall not exceed a distance of two hundred (200) feet from the manufactured home that it is intended to serve. All parking areas shall be constructed with a concrete or asphalt concrete surface. Parking stalls shall be a minimum of 9½ feet in width by 20 feet in length. In addition, off-street parking and storage shall be provided for storing of community occupants' boats, boat trailers, pickup coaches, truck tractors, trucks over 3/4 ton pick-up size, and items of a similar nature, if permitted in the community, in addition to and separate from the parking required elsewhere in this chapter. Temporary manufactured home storage may be permitted prior to placement on the permanent lot but shall not exceed twenty-one (21) days and may not exceed more than four (4) homes at any one time.

   B. Streets: The entrance road connecting the community streets with a public street shall have a minimum road pavement width of thirty-five (35) feet, measured back to back of curbs. All interior streets shall be not less than twenty-six (26) feet in width, measured back to back of curbs. Every dead end street shall be provided with a cul-de-sac with not less than a forty (40) foot turning radius. All streets shall be constructed with a curb to provide drainage. If the turning lanes or other forms of traffic control at entrances and exits to and from the manufactured home community are deemed necessary by the Council, the developer shall provide the necessary improvements, subject to the approval of their locations and design standards by and as adopted by the City. All streets shall be constructed in accordance with appropriate ordinances and specifications of and as adopted by the City.

   C. Sidewalks: Common sidewalks shall be provided along all entrance streets and in areas of high pedestrian traffic such as in the vicinity of community buildings and recreation facilities; and such sidewalks shall be at least five (5) feet wide and of ACC or PCC pavement. Individual walks shall be provided to connect all manufactured homes to common sidewalks, to paved streets, or the paved driveways or parking spaces connected to a paved street. Such individual walks shall be at least four (4) feet wide and of asphalt or Portland cement binder pavement or other type of walk ways. In lieu of the above requirements, the developer may provide for bike paths and/or walking paths if set in the preliminary plat approved by the Commission

   D. Lighting: The manufactured home street system shall be furnished with lighting units so placed and equipped to provide the following minimum average maintained level of illumination:

      (1) Upon all parts of the community street system shall be illuminated to a minimum of 0.4 foot candles. Upon potentially hazardous locations including major street

intersections and community entrances, the illumination shall be a minimum 0.4 foot candles with a Uniformity Ratio of 6 to 1.

E. Anchoring and Skirting:

(1) Tie-downs or anchors shall be provided on every manufactured home. Each tie-down or anchor must be able to sustain a minimum tensile strength of 2,800 pounds.

(2) Skirting of a permanent type material and construction shall be installed within thirty (30) days to enclose the open space between the bottom of a manufactured home floor and the grade level of the manufactured home stand. This skirting shall be maintained in an attractive manner consistent with the exterior of the manufactured home and to preserve the appearance of the manufactured home community.

F. Utilities:

(1) Sewer and water facilities shall be provided for each manufactured home lot in accordance with the requirements of the Iowa State Department of Health. All manufactured home developments must be connected to the municipal sanitary sewer system and the municipal water system. All units shall be individually metered in accordance with City Regulations. Each unit shall have accessible Water shut off valve as approved by the City Water Department. The developer must show that sanitary sewer facilities of sufficient capacity to accommodate the manufactured home community are accessible.

(2) All electrical lines, telephone lines and cable TV shall be placed underground.

(3) ~~All gas lines shall be black steel, 120#.~~

(4) Refuse collection stands consisting of a holder or rack elevated at least twelve (12) inches above ground or on a pervious slab at ground level shall be provided for all solid waste receptacles.

G. Storm Shelters: Manufactured homes are extremely vulnerable to tornadoes and other high wind conditions. The greatest number of casualties in tornadoes generally comes from manufactured home developments. This is primarily due to the fact that the manufactured home is usually not anchored to as firm of a foundation as a regularly constructed building and cannot take the impact of the extremely high winds and the accompanying flying debris. Tie-downs do not greatly increase the stability in extremely high wind or tornado type conditions, though may be fully adequate for lesser wind and thunderstorm conditions. Another concern in manufactured home developments is the closeness of the units, which causes additional damage. When one home is destroyed by the winds, the debris is forced into the next subsequent unit and thereby weakening them in a domino type effect, increasing both the loss to property and the residents.

Every manufactured home community, approved after July 01, 2001, shall be provided with above or below-grade storm shelters that conform to the following requirements:

(1) Shelters shall be constructed in compliance with all applicable codes to house residents in the event of threatening weather conditions and sized to adequately accommodate all residents of the manufactured home park with a minimum of thirty (30) square feet of floor area provided for each manufactured home planned.

~~(2) A minimum floor area of 12 square feet shall be provided for each lot located in the manufactured home community.~~

(3) Shelters shall be centrally located to provide a minimum travel distance of not more than six hundred (600) feet from any manufactured home space. It may be necessary to provide more than one shelter.

(4) Shelters shall not be located in flood prone areas.

(5) Shelters shall be designed and constructed to meet all applicable requirements of the Americans with Disabilities Act (ADA).

(6) Shelters shall be designed by a licensed structural engineer or architect and built in accordance with plans sealed by said structural engineer or architect.

(7) A shelter may be utilized for other purposes, which are allowed as accessory uses in this district; with the exception that the required minimum floor area shall not be infringed, nor shall the function of the structure as a storm shelter be limited in any way.

(8) Shelters shall remain accessible at all hours.

(9) For any addition of 10 or more lots to any existing manufactured home community, a storm shelter, which complies with the general requirements of this ordinance, shall be provided to serve such additional lots. For any addition of fewer than 10 lots to an existing manufactured home community which otherwise complies with the requirements of this section, there is no requirement that an additional shelter be provided to serve such additional lots. Provided, however, that when two or more such additions occur which result in a cumulative addition of 10 or more lots, a storm shelter shall be provided to serve such additional lots.

8. **Open Space, Landscaping and Buffering.** (See Chapter 181 - Open Space, Landscaping and Buffering.)

9. **Sign Regulations.** (See Chapter 183 – Sign Regulations.)

178.6 C-1 TRANSITIONAL COMMERCIAL DISTRICT.

1. **Intent:** The "C-1" District is intended to provide space for limited professional, retail, civic, and service activities which serve adjacent residential areas with reasonable proximity for the satisfaction of daily consumer needs. C-1 Districts sites are generally 5 to 15 acres is size.

2. **Bulk Regulations.** (See Section 178.14 – Non-Residential Zoning Districts Building Bulk Regulations Table, herein this chapter.)

3. **Permitted and Conditional Uses.** (See Section 178.15 - Permitted and Conditional Uses Table, herein this chapter.)

4. **General Provisions.** (see Chapter 179 – General Provisions.)

5. **Off-Street Parking Regulations.** (See Chapter 180 - Off-Street Parking Regulations.)

6. **Open Space, Landscaping and Buffering.** (See Chapter 181 - Open Space, Landscaping and Buffering.)

7. **Sign Regulations.** (See Chapter 183 – Sign Regulations.)

8. **Special Performance Standards.**

   A. Maximum Building Footprint: The building footprint for any non-residential building shall be 15,000 sq. ft. gross ground floor area.

178.7 C-2 GENERAL COMMERCIAL DISTRICT.

1. **Intent:** The "C-2" District is designed to provide space for the general retail and professional office uses and efficient development of major retail shopping areas. The uses permitted are intended to accommodate both the general retail consumer and the needs and services of the automobile traveling consumer. Since such areas will be along major entrances to the City and heavily traveled arterial streets, it is essential to maintain an aesthetically pleasing appearance through proper design, site layout and landscaping, and to minimize interference with through traffic.

2. **Bulk Regulations.** (See Section 178.14 – Non-Residential Zoning Districts Building Bulk Regulations Table, herein this chapter.)

3. **Permitted and Conditional Uses.** (See Section 178.15 - Permitted and Conditional Uses Table, herein this chapter.)

4. **General Provisions.** (see Chapter 179 – General Provisions.)

5. **Off-Street Parking Regulations.** (See Chapter 180 - Off-Street Parking Regulations.)

6. **Open Space, Landscaping and Buffering.** (See Chapter 181 - Open Space, Landscaping and Buffering.)

7. **Sign Regulations.** (See Chapter 183 – Sign Regulations.)

178.8 MU MIXED USE DISTRICT *(FORMERLY C-4 CENTRAL BUSINESS DISTRICT).*

1. **Intent:** The "MU" District, *formerly known as the C-4 Central Business District,* is intended to support and promote within the historic downtown area that is pedestrian oriented, walkable environment with a mix of retail, office, and upper-story residential uses. The district may be expanded to include other areas outside of the downtown that are appropriate for mixed-use development.

2. **Bulk Regulations.** (See Section 178.14 – Non-Residential Zoning Districts Building Bulk Regulations Table, herein this chapter.)

3. **Permitted and Conditional Uses.** (See Section 178.15 - Permitted and Conditional Uses Table, herein this chapter.)

4. **General Provisions.** (see Chapter 179 – General Provisions.)

5. **Off-Street Parking Regulations.** (See Chapter 180 - Off-Street Parking Regulations.)

6. **Open Space, Landscaping and Buffering.** (See Chapter 181 - Open Space, Landscaping and Buffering.)

7. **Sign Regulations.** (See Chapter 183 – Sign Regulations.)

178.9 BP BUSINESS PARK DISTRICT.

1. **Intent:** The "BP" District is intended for business and limited light industrial uses that are at a smaller scale and compatible with being in closer proximity with residential uses. Uses include office and general business uses, contractor's offices, storage and warehousing, and light assembly and manufacturing. All activities occur within a building with no outdoor storage of goods and bulk materials. Buildings and structures shall have front facades consistent with that of an office or retail building. Sites shall be well landscaped. Parking lots and loading docks shall be paved and screened from adjoining properties.

2. **Bulk Regulations.** (See Section 178.14 – Non-Residential Zoning Districts Building Bulk Regulations Table, herein this chapter.)

3. **Permitted and Conditional Uses.** (See Section 178.15 - Permitted and Conditional Uses Table, herein this chapter.)

4. **General Provisions.** (see Chapter 179 – General Provisions.)

5. **Off-Street Parking Regulations.** (See Chapter 180 - Off-Street Parking Regulations.)

6. **Open Space, Landscaping and Buffering.** (See Chapter 181 - Open Space, Landscaping and Buffering.)

7. **Sign Regulations.** (See Chapter 183 – Sign Regulations.)

8. **Special Performance Standards.**

   A. Outdoor Storage Prohibited: No stock in trade shall be stored or displayed outside nor shall any assembly or manufacturing activities be conducted outside of an enclosed building.

   B. Warehousing and Wholesaling Limited: Buildings used for warehousing or wholesaling shall not exceed 40,000 square feet in size.

   C. Parking and Loading Areas: Parking or loading areas located in the front yard or yard adjacent to a street shall be screened from observation from by traffic on any and all public thoroughfares within 1,000 feet of such areas.

   D. Buffering: Where the lot abuts property zoned for residential uses, a 50 foot buffer yard shall be provided whereby no part of any required buffer yard shall be used for parking, storage, loading, active recreation, locating refuse containers, or similar activity which may create a nuisance. No buildings or structures shall be located within a required buffer.

178.10 M-1 LIMITED INDUSTRIAL DISTRICT.

1. **Intent:** The "M-1" District is intended and designed to provide for increased flexibility in the location of certain manufacturing and industrial uses while maintaining protection for nearby residential districts. It allows selected industries of a non-nuisance character to locate in areas within reasonable proximity of residential uses. The M-1 District is characterized by large lots, with landscaped grounds and ample provision for off- street parking and loading spaces.

2. **Bulk Regulations.** (See Section 178.14 – Non-Residential Zoning Districts Building Bulk Regulations Table, herein this chapter.)

3. **Permitted and Conditional Uses.** (See Section 178.15 - Permitted and Conditional Uses Table, herein this chapter.)

4. **General Provisions.** (see Chapter 179 – General Provisions.)

5. **Off-Street Parking Regulations.** (See Chapter 180 - Off-Street Parking Regulations.)

6. **Open Space, Landscaping and Buffering.** (See Chapter 181 - Open Space, Landscaping and Buffering.)

7. **Sign Regulations.** (See Chapter 183 – Sign Regulations.)

8. **Special Performance Standards.**

A. Outdoor Storage: Outdoor storage is permitted subject to the screening provisions of Section 179.16 of this ordinance. No junk, garbage, or debris shall be stored outside.

B. Buffering: Where the lot abuts property zoned for residential uses, a thirty (30) foot buffer yard shall be provided whereby no part of any required buffer yard shall be used for parking, storage, loading, active recreation, locating refuse containers, or similar activity which may create a nuisance. No buildings or structures shall be located within a required buffer.

178.11 M-2 MEDIUM INDUSTRIAL DISTRICT.

1. **Intent:** The "M-2" District is intended and designed to primarily accommodate wholesale and warehouse activities and industrial operations whose external effects are restricted to the area of the district and are not detrimental to adjoining or surrounding districts by reason of any gas, fumes, vibrations, dust, cinders, smoke, noise, or unsightly appearance. It is not intended that any new residential development be permitted in the M-2 District.

2. **Bulk Regulations.** (See Section 178.14 – Non-Residential Zoning Districts Building Bulk Regulations Table, herein this chapter.)

3. **Permitted and Conditional Uses.** (See Section 178.15 - Permitted and Conditional Uses Table, herein this chapter.)

4. **General Provisions.** (see Chapter 179 – General Provisions.)

5. **Off-Street Parking Regulations.** (See Chapter 180 - Off-Street Parking Regulations.)

6. **Open Space, Landscaping and Buffering.** (See Chapter 181 - Open Space, Landscaping and Buffering.)

7. **Sign Regulations.** (See Chapter 183 – Sign Regulations.)

178.12 PUD PLANNED UNIT DEVELOPMENT.

1. **Intent.** The PUD District is intended to provide for the development or redevelopment of land under the control and in accordance with an approved Master Plan. The development guidelines and standards in which land uses, transportation facilities, building densities, arrangements, and types are set out in a unified Master Plan in order to provide greater flexibility of land use, development densities, and building locations than other zoning districts may allow.

   The PUD District is intended to maximize benefits from the use of open spaces, preserve natural areas and existing tree cover, protect steep slopes, maximize aesthetics, encourage certain architectural standards for buildings, and permit mixed uses and diversity of bulk regulations without endangering the general health, safety, welfare, and land value of surrounding and internal properties. A PUD may consist of a single use or a mix of residential, commercial, and limited industrial uses, provided such PUD is compatible with the Future

Land Use Map and Comprehensive Plan of the City. It is not the intent of the PUD district to be utilized to reduce or provide relief from an existing zoning regulation or requirement.

2. **PUD Scoring Matrix.** To aid with the determination of the appropriateness of a proposed PUD and if its meets the intent of this chapter, the Zoning Administrator shall determine and provide to the Planning and Zoning Commission a relative score from the PUD Scoring Matrix. This PUD Scoring Matrix and any resulting score shall be created and calculated at the sole discretion of the Zoning Administrator.

3. **Procedures.**

   A. Application: The owner or owners of a parcel of land within the zoning jurisdiction of the City may submit to the Zoning Administrator an application accompanied by a PUD Master Plan requesting a rezoning to the PUD Zoning District. The application form, Master Plan (including number of copies), proposed development rules and regulations, design guidelines, and other submittal details and requirements shall be as determined by the Zoning Administrator as necessary to review the request. The required application fee shall be as determined by resolution of the City Council.

   B. Review Process: The PUD Application shall be reviewed by the Zoning Administrator for completeness. Applications deemed incomplete shall be returned to the applicant with a list of the missing or incomplete items. Applications deemed complete shall be distributed by the Zoning Administrator to other City departments and agencies as necessary for review and comment as to its compliance with all zoning regulations and other pertinent City codes, regulations, standards, and policies.

      (1) Subsequent to review by the Zoning Administrator and other City departments and agencies, the Zoning Administrator shall submit to all members of the Planning and Zoning Commission a copy of the PUD Application along with a written recommendation as to the request's conformity with the rules and regulations of the City and may include a recommendation for approval, approval with conditions, or denial of the application.

      (2) The Planning and Zoning Commission shall subsequently hold a public meeting for a rezoning as prescribed by their rules of procedures and the Zoning Code and review the PUD Application for conformity with the zoning regulations and standards and may confer with the applicant on changes to their requested as may be deemed advisable. The Planning and Zoning Commission shall consider the following as part of their deliberation:

         a. Compatibility with the Future Land Use Map and the Comprehensive Plan.

         b. Land uses, building sizes and densities, and number of dwelling units.

         c. Building types, functions, architecture, and building placement and setbacks.

d. Provisions for open space, landscaping, buffers, pedestrian circulation, and storm water management.

e. Preservation and protection of natural features, drainageways, steep slopes, and existing tree cover.

f. Provisions for adequate public infrastructure including sanitary sewer and water service, storm water run-off, public parks, and public safety services.

g. Traffic circulation and congestions including access to and from the site.

h. General relationship to and impact on the surrounding area and neighboring properties.

i. The resulting score from the PUD scoring matrix as provided by the Zoning Administrator.

(3) After completion of its deliberation, the Planning and Zoning Commission may adopt a recommendation for approval or denial of the PUD Master Plan and associated development rules, regulations, and guidelines as submitted. The Planning and Zoning Commission may also request the developer agree to certain conditions or agree to make certain modifications, alterations, adjustments, or amendments to the proposed Master Plan and associated rules, regulations, and guidelines in order to secure a recommendation of approval from the Planning and Zoning Commission.

(4) The Planning and Zoning Commission shall forward its recommendation to the City Council within 60 days of the receipt of a PUD Application deemed complete by the Zoning Administrator. If the Planning and Zoning Commission does not act within the 60 days as prescribed above, the PUD Application shall be deemed to have received a recommendation of approval by the Planning and Zoning Commission unless the applicant agrees to an extension of time.

(5) Within 60 days of receiving a recommendation from the Planning and Zoning Commission, the City Council shall hold a public hearing for a rezoning as prescribed by their rules of procedures and the Zoning Code and review the PUD Application for conformity with the zoning regulations and standards. During this hearing, the City Council may confer with the applicant on changes to their request as may be deemed advisable in order to secure the approval by the City Council. The City Council may approve, approve with conditions or modifications as agreed to by the applicant, or deny the application. If the City Council fails to act within the herein prescribed 60-day period, the PUD Application shall be deemed to have been denied, unless both the applicant and the City Council agree to an extension of time.

(6) Whenever any PUD Application has been denied by the City Council, no new application covering the same property, or the same property and additional property, shall be filed with or considered by the City Council until one year has elapsed from the date of the filing of the first application.

C. Recording of the Master Plan and Associated Regulations and Guidelines: The chapter providing for the rezoning of the property to the PUD Zoning District and the associated Master Plan, Regulations, and Guidelines as approved by the City Council shall be recorded at the Office of the Polk County Recorder and shall be binding on the property owners, their heirs, successors, or assigns. No phase of the PUD shall be started, and no building permits shall be issued until all documents have been recorded.

D. Modifications: Any application by the property owner or owners for modification to an approved PUD shall first be reviewed by the Planning and Zoning Commission. Said proposed modification along with a report from the Planning and Zoning Commission shall then be forwarded to the City Council with appropriate recommendations. The City Council shall then take such appropriate action on the proposed modification and their decision shall be final.

   No modification may be considered that is more than a ten percent (10%) increase in density or change of uses of the site without a public hearing by the Planning and Zoning Commission and City Council as required for a rezoning. A public hearing may be held by the Planning and Zoning Commission or City Council on any requested modification. All modifications and adjustments shall be recorded at the Office of the Polk County Recorder.

E. Platting and Development: Prior to development within the PUD, applications for Preliminary and Final Plats, Site Plans, and Building Permits that are in conformance with the provisions of the PUD shall be submit for review in accordance with the City's regulations. At the applicant's own risk, Preliminary Plats, Final Plats, and Sites Plans may be submitted and reviewed concurrently with the PUD Application process.

178.13 RESIDENTIAL ZONING DISTRICTS BUILDING BULK REGULATIONS. The following table details the minimum lot sizes, building setbacks, building size and height limitations, minimum open space, and maximum density requirements for each building type constructed within the residential zoning districts established herein.

RESIDENTIAL ZONING DISTRICTS BUILDING BULK REGULATIONS								
BULK AND DENSITY REGULATION BY BUILDING TYPE	**BUILDING TYPE**							
	A-1 Zoned Single Family Dwelling	**R-1 Zoned Single Family Dwelling (Detached)**	**R-2 Zoned Single Family Dwelling (Detached)**	**R-3 Zoned Single Family Dwelling (Detached)**	**Single-Family Dwelling (Semi-Detached) & Two Family Dwelling**	**Townhouse or Row Dwelling**	**Multiple-Family Dwelling (Apartment)**	**Non-Residential Structure in a Residential Zoning District**
Min. Lot Size	20 acres	8,400 sq ft	7,500 sq ft	9,000 sq ft	5,000 sq ft or 10,000 sq ft if combined on 1 lot	n/a	n/a	40,000 sq ft
Min. Lot Width[1]	150 ft	70 ft.	65 ft	65 ft	42.5 ft or 85 ft if combined on 1 lot	n/a	85 ft	100 ft
Min. Lot Street Frontage[2]	20 ft	20 ft.	20 ft	20 ft	20 ft each lot	20 ft	40 ft	40 ft
Front Yard Setback[3]	75 ft	30 ft.	30 ft.	30 ft.	30 ft.	30 ft.	50 ft	35 ft.
Side Yard Setback[4]	10 ft	7.5 ft	7.5 ft	7.5 ft	7.5 ft (0 ft at common wall)	8 ft.[6] (o ft at common wall)	50 ft	30 ft
Rear Yard Setback[5]	50 ft	35 ft	35 ft	35 ft	35 ft	25 ft	50 ft	35 ft
Min. Separation Between Principal Buildings	n/a	n/a	n/a	n/a	n/a	16 ft side to side, 50 ft back to back or back to side	30 ft	20 ft
Min. Setback from Private Street or Common Private Roadway	n/a	30 ft from back of curb or street sidewalk whichever is closest	30 ft from back of curb or street sidewalk whichever is closest	30 ft from back of curb or street sidewalk whichever is closest	30 ft from back of curb or street sidewalk whichever is closest	30 ft from back of curb or street sidewalk whichever is closest	n/a	n/a
Min. Setback from the Perimeter of the Development	n/a	n/a	n/a	n/a	30 ft	30 ft	30 ft	30 ft
Max. Building Height	2.5 stories	2.5 stories	2.5 stories	2.5 stories	3 stories	3 stories	4 stories	45 ft
Min. Open Space	n/a	n/a	n/a	n/a	n/a	20%	20%	20%
Max. Dwelling Units Per Acre	0.05	4	6	6	8	12	20	n/a

[1] Measured at the front yard building setback line

[2] Postage Stamp Lots: Direct street frontage not required; All yard setbacks for postage stamp lots shall be 5 ft, excluding shared walls located along a common lot line

[3] Front stoops, stairs, open decks and unenclosed porches may encroach up to 6 ft into the required front yard setback

[4] Horizontally projecting roof overhangs and other similar building projections may extend up to 3 ft into a required side yard setback provided no part of a building is closer than 5 ft to a lot line

[5] Stoops, stairs, decks, and patios, not enclosed or covered by a roof, may encroach up to 20 ft into the required rear setback

[6] Zero feet from common lot lines of attached structures

178.14 NON-RESIDENTIAL ZONING DISTRICTS BUILDING BULK REGULATIONS. The following table details the minimum lot sizes, building setbacks, building size and height limitations, minimum open space, and maximum density requirements for each non-residential zoning district.

NON-RESIDENTIAL BULK AND DENSITY REGULATIONS TABLE						
BULK AND DENSITY REGULATION BY ZONING DISTRICT	**ZONING DISTRICTS**					
	C-1	**C-2**	**MU (C-4)**	**BP**	**M-1**	**M-2**
Min. Lot Size	n/a	n/a	n/a	10,000 sq ft	n/a	n/a
Min. Lot Width	100 ft	100 ft	n/a	100 ft	100 ft	100 ft
Max Building Footprint	15,000 sq ft	n/a	n/a	n/a	n/a	n/a
Min. Lot Street Frontage[5]	40 ft	40 ft	20 ft	40 ft	40 ft	40 ft
Front Yard Setback	30 ft	30 ft	0 ft	50 ft	50 ft[3]	30 ft
Side Yard Setback	10 ft [1]	10 ft [1]	0 ft	20 ft [1]	20 ft [1]	20 ft [1]
Rear Yard Setback	10 ft [2]	25 ft [2]	0 ft	50 ft	50 ft[3]	40 ft
Min. Separation Between Buildings Not Attached	20 ft	20 ft	0 ft	20 ft	20 ft	20 ft
Max. Building Height	35 ft	45 ft [3]	60 ft [3]	80 ft [3]	80 ft [3]	80 ft [4]
Min. Open Space	20%	20%	0%	15%	15%	15%
Max. Dwelling Units Per Acre	n/a	n/a	36	n/a	n/a	n/a

[1] 30 feet when said yard adjoins a residential zoning district or existing residential property

[2] 30 feet when said yard adjoins a R-1 or R-2 zoning district or existing single-family property

[3] An additional 10 ft of height is permitted for every 10 ft of additional building setback provided to a maximum height of 120 ft

[4] An additional 10 ft of height is permitted for every 10 ft of additional building setback provided - no limit

[5] Postage Stamp Lots: Direct street frontage not required; All yard setbacks for postage stamp lots shall be 5 ft, excluding shared walls located along a common lot line

178.15 PERMITTED AND CONDITIONAL USES. The following table identifies the allowable uses within each zoning district. A use identified with a "P" within a given zoning district column is a Permitted use. A use identified with a "C" within a given zoning district column requires approval of a Conditional Use Permit from the Board of Adjustment in accordance with the provisions of the Zoning Code. A blank space indicated that use is not permitted within the given zoning district. Uses not listed shall be considered not permitted uses.

1. **Definitions and Interpretations.** The definitions for each listed use shall coincide first with the definition contained within Chapter 175 of the Zoning Code, second as may be defined elsewhere in the City Code, and finally the commonly understood definition as determined by the Zoning Administrator. A proposed use may follow under more than one category; however, for the purposes of this section, the proposed use shall follow the closest, most similar or specific use as listed in the Use Matrix. It shall be the sole discretion of the Zoning Administrator to make the determine as to where a proposed use falls within the Uses Table, whether it fits within or is similar to a use listed within the Uses Table or is otherwise not listed and therefore not permitted. The determination by the Zoning Administrator is appealable to the Board of Adjustment per the procedures as provided in the Zoning Code.

2. **Accessory Uses.** Every permitted use may include accessory uses that are customary for that permitted, principal use. Accessory uses are not allowed without a permitted principal use located on the same lot. Accessory uses shall follow the same standards required for the principal except as specifically provided for in Chapter 179 – General Provisions, Subsection 179.1 – Accessory Buildings and Structures. The determination if a proposed accessory use is appropriate and allowable for a given permitted use, shall be at the sole discretion of the Zoning Administrator.

TABLE OF PERMITTED AND CONDITIONAL USES

USE	ZONING DISTRICTS										
	A-1	R-1	R-2	R-3	R-4	C-1	C-2	MU (C-4)	BP	M-1	M-2
AGRICULTURAL USES											
Commercial Farm Operation											
Farming (row crop, vegetables, greenhouse, vineyards, orchards)	P										
Animal Husbandry (raising of livestock including animal feeding operations but not including confined feeding operations)	P										
Truck gardening and nurseries	P										
Other Rural Uses											
Horse boarding and riding stables	P										
Household Animal Breeding	C										
RESIDENTIAL USES											
Household Living											
Single-family dwelling, detached	P	P	P	P							
Single-family dwelling, semi-detached (traditional duplex on two lots)			P	P							
Two-family dwelling on one lot (duplex on one lot) does not include the conversion of an existing single family home into 2 dwelling units)			P	P							
Townhouse dwelling (3+ units)			P	P							
Multiple family dwelling (3+ apartment or condo units)				P							
Manufactured Home Park or Community					C						
Accessory dwelling units	P	P	P	P	P			P			
Dwelling units located above the ground floor (mixed use building)								P			
Group Residential											
Family home, state licensed (as defined and provided in Section 414.22 of the Code of Iowa)	P	P	P	P	P						
Elder group home, state certified (as defined in Section 231B.1)	P	P	P	P	P						
Maternity group home (as defined and provided in Section 414.27 of the Code of Iowa)	P	P	P	P	P						
Assisted living residential facility		P	P	P	P	P	P				
Nursing or convalescent home		P	P	P	P	P	P				
Supervised group residence and correctional placement home				C							
PUBLIC AND CIVIC USES											
College, university, vocational and trades schools						P	P	P	P		

TABLE OF PERMITTED AND CONDITIONAL USES

USE	ZONING DISTRICTS										
	A-1	R-1	R-2	R-3	R-4	C-1	C-2	MU (C-4)	BP	M-1	M-2
Cultural exhibit, museum, or library						P	P	P	P		
Membership or religious organization, social club or lodge, and other place of public assembly		P	P	P	P	P	P	P	P	P	P
Public or private elementary, middle, or high school		P	P	P	P	P	P	P	P		
Public or private parks, golf courses, golf driving ranges, country clubs, swimming pools, playgrounds, and indoor or outdoor recreational facilities and ball fields	P	P	P	P	P	P	P	P	P	P	P
Office of public utilities (not including gas and electrical power distribution stations, storage or maintenance yards or buildings)	P	P	P	P	P	P	P	P	P	P	P
Government buildings and properties	P	P	P	P	P	P	P	P	P	P	P
Hospital									P	P	P
COMMERCIAL USES											
After hours business											
Agricultural Sales and Services	P								P	P	P
Art gallery						P	P	P	P		
Body piercing studio or tattoo studio							P	P			
Child Care Center (child care home and child development home are addressed under the home occupations chapter)	P	P	P	P	P	P	P	P			
Drive-in or drive-thru facilities						P	P	C	P	P	P
Animal Services											
Kennel (including day kenneling)											
With outdoor kennels or enclosures	P									P	P
No outdoor kennels or enclosures	P						P		P	P	P
Veterinary services (without non-medical related kenneling)							P		P	P	P
Banks and financial services											
Banks, not including delayed deposit service business						P	P	P	P		
Delayed deposit service business (including check cashing, payday lending, car title loan business)							C				
Pawnshop							C				
Freestanding automated teller machine (ATM)						P	P	C	P		
Construction sales and service, contractor office, office for plumber, electrician, HVAC service or similar use											
No outdoor storage							P		P	P	P
With outdoor storage										P	P
Eating and drinking establishment											

TABLE OF PERMITTED AND CONDITIONAL USES

USE	ZONING DISTRICTS										
	A-1	R-1	R-2	R-3	R-4	C-1	C-2	MU (C-4)	BP	M-1	M-2
Restaurant						P	P	P	P		
Micro-brewery, micro-distillery, or winery with on-site tasting/sampling and sales						P	P	P	P		
Tavern / Bar						P	P	P	P		
Entertainment											
Movie theater, performance hall, performing arts studio						P	P	P	P		
Small Scale Indoor: miniature golf, bowling, video game arcades, commercial driving ranges, go-carts, trampoline park, playground play space or similar use							P	P	P	P	
Indoor: waterpark							P		P	P	
Indoor or Outdoor: waterpark, drive-in theater, waterpark, miniature golf, commercial driving ranges, go-carts, trampoline park, playground play space or similar use							P		P	P	
Adult oriented business											C
Funeral and interment services											
Cemetery, mausoleum, columbarium	P	P	P	P	P	P	P	P	P	P	P
Cremation services										C	C
Funeral Home including funeral services and retail sales with no outdoor display or storage						P	P	P	P	P	P
Retail sales with outdoor displays and storage										P	P
Lodging											
Bed & breakfast inn							P	C	P		
Boarding or rooming house				C			C				
Extended stay or apartment hotel				C			C				
Hotel or motel							P	P		P	
Campground	C										
Short-term rental	P	P	P	P	P			P			
Office uses											
Medical or dental clinic, pediatrician's office, outpatient surgery center, medical testing center, or similar use						P	P	P	P	P	
Print shop, copy center, retail shipping store						P	P	P	P	P	
Professional Office (corporate, law, engineering, architecture, real estate, insurance, accounting, bookkeeping or similar use)						P	P	P	P	P	

TABLE OF PERMITTED AND CONDITIONAL USES

USE	ZONING DISTRICTS										
	A-1	R-1	R-2	R-3	R-4	C-1	C-2	MU (C-4)	BP	M-1	M-2
Television and radio broadcast studio, offices, and production facilities						P	P	P	P	P	
Retail											
Retail sales (grocery store, pharmacy/drug store, office supplies store, bakery, clothing or department store, and similar retail use)						P	P	P	P	P	
Retail - intensive											
Convenience store with fuel sales							P			P	
Fireworks retail sales facility						P	P	P	P	P	P
Hardware store, lawn and garden store, or similar use with outdoor storage							P			P	P
Large retail (over 50,000 sq. ft. gross floor area, single user or tenant space)							P			P	P
Liquor store							C	P		P	P
Lumber yard and Construction Sales and Services							P			P	P
Medical cannabidiol (CBD) dispensary and sales							C			C	C
Can and bottle redemption facility										P	P
Smoking lounge or hookah lounge							C			P	P
Tobacco store (including vape shop)							C			P	P
Personal and consumer services											
Beauty salon, barbershop						P	P	P	P	P	P
Dry cleaner and laundry service								P	P	P	P
Dry cleaner and laundry service (pick-up/drop-off service only)						P	P	P	P	P	P
Laundry (self-serve laundromat)							P	P	P	P	P
Massage therapy establishment, state licensed						P	P	P	P	P	P
Fitness center, gym, health spa						P	P	P	P	P	P
Tailor						P	P	P	P	P	P
Mini warehouse or self-storage facility											
In-door only							P		P	P	P
Out-door storage including vehicle, boat, camper, recreational vehicle										P	P
Motor vehicle and motor equipment-oriented businesses											
Automobile service center (auto parts sales)							P			P	P
Automotive washing, car wash (auto, manual, or attended), does not include truck or trailer washing or trailer washout							P			P	P

TABLE OF PERMITTED AND CONDITIONAL USES											
USE	ZONING DISTRICTS										
	A-1	R-1	R-2	R-3	R-4	C-1	C-2	MU (C-4)	BP	M-1	M-2
Gas station or service station with minor repair and services (brakes, batteries, tires, oil changes), including the dispensing of liquified propane							P			P	P
Electric vehicle charging stations (not ancillary to a principal use)							P		P	P	P
Major motor vehicle repair (painting, body, fender, frame, transmission, engine overhaul)							C			P	P
Automobile sales, rental, storage lot, and off-street parking							P			P	P
Automobile, truck and equipment auction facilities										P	P
Recreational vehicle, camper, boat, motorcycle, snowmobile, golf car, and similar sales, lease, and rental and ancillary repair and maintenance							P			P	P
Light equipment sales, rental, or repair service										P	P
Heavy equipment sales, rental or repair service										P	P
Truck Stop, not including trailer washout										C	P
Commercial parking lots and parking structures (not ancillary to a principal use)											P
Spectator sports											
Indoor	P						P		P	P	P
Outdoor	P								P	P	P
Sports and recreation, participant											
Indoor	P						P		P	P	P
Outdoor	P								P	P	P
INDUSTRIAL USES											
Manufacturing											
Limited (no food related processing and manufacturing, all activities wholly contained within a building)									P	P	P
General (limited food processing)										C	P
Intensive (may include outdoor storage of materials and activities not contained within a building) and includes:											
Animal feedlots, confined feeding operations, or processing of animals or animal by-products											

TABLE OF PERMITTED AND CONDITIONAL USES

USE	ZONING DISTRICTS										
	A-1	R-1	R-2	R-3	R-4	C-1	C-2	MU (C-4)	BP	M-1	M-2
Auto and other equipment and machinery wrecking and used parts yards and storage (no outdoor wrecking or disassembly)											C
Truck or trailer washout											
Cement, lime, gypsum, or plaster manufacture											C
Explosive and ammunition manufacture or storage											
Junk or garbage processing, recycling, storage, or transfer station (indoor only)											
Petroleum, chemical, fuel, and gasses refining, manufacture, distribution, or bulk storage											
Rubber goods manufacture											
Rock and ore crushing and processing											C
Smelting and processing or ore, metal and scrap metal											
Medical cannabidiol (CBD) growing and/or processing											C
Shipping and distribution											
Warehousing and wholesaling (outdoor storage limited to licensed and operable trailers, trucks, power equipment, and shipping containers)										P	P
Trucking/freight terminal											C
Wholesale fuel storage, sales, or distribution											
Grain storage and distribution											C
Waste related use											
Junkyard including auto, truck and machinery wrecking and recycling											
Recycling facility											C
Sanitary landfill											
Waste transfer station											C
Other industrial uses											
Small engineer repair									P	P	P
Electronics, appliance, household goods, furniture or similar									P	P	P
Research laboratory and testing									P	P	P
Storage of equipment, data and records, electronic data center, furniture and similar									P	P	P

TABLE OF PERMITTED AND CONDITIONAL USES											
USE	ZONING DISTRICTS										
	A-1	R-1	R-2	R-3	R-4	C-1	C-2	MU (C-4)	BP	M-1	M-2
Mining operation, sand and gravel extraction, gas or oil well, or similar mineral or earth resource extraction (no processing of material and crushing of rock or ore)	C										C
Wireless telecommunications facility											
Tower	C	C	C	C	C	C	C	C	C	C	C
Co-located	P	P	P	P	P	P	P	P	P	P	P
Commercial broadcast antennas, towers, and satellite dishes	C								C	C	C
Energy generation and distribution											
Gas and electrical power distribution station	C	C	C	C	C	C	C	C	C	C	P
Battery Energy Storage Systems	C									C	C
Electrical power generation (utility scale for off-site use, distribution, or sale)											C
Renewable energy power generation (accessory use)											
Accessory Small Wind Energy Conversion System (not utility scale)	C									C	C
Accessory Solar Energy Conversion System – building-integrated (not utility scale)	P	P	P	P	P	P	P	P	P	P	P
Accessory Solar Energy Conversion System – ground mounted (not utility scale)	P	C	C	C	C	C	C	C	C	C	P

CHAPTER 179 – GENERAL PROVISIONS

179.1 STREET FRONTAGE REQUIRED
179.2 LOT AND YARD REGULATIONS
179.3 EXCEPTIONS TO HEIGHT REGULATIONS
179.4 VISIBILITY AT STREET INTERSECTIONS
179.5 USE OF PUBLIC RIGHTS-OF-WAY
179.6 FENCES AND WALLS.
179.7 ACCESSORY BUILDINGS AND STRUCTURES.
179.8 ACCESSORY DWELLING UNITS.
179.9 MANUFACTURED HOMES.
179.10 TOWERS, ANTENNAS, SATELLITE DISHES, AND WIRELESS COMMUNICATIONS FACILITIES.
179.11 RENEWABLE ENERGY EQUIPMENT AND FACILITIES AND BATTERY ENERGY STORAGE SYSTEMS
179.12 HOME-BASED BUSINESSES.
179.13 MEDICAL CANNABIDIOL DISPENSARIES AND MANUFACTURING FACILITIES.
179.14 DELAYED DEPOSIT SERVICES BUSINESSES AND PAWNSHOPS.
179.15 OUTDOOR SALES AND DISPLAYS FOR COMMERCIAL AND RETAIL BUSINESSES.
179.16 OUTDOOR STORAGE.
179.17 LOADING DOCKS, DELIVERY AND SERVICE OVERHEAD DOORS.
179.18 TRASH AND RECYCLING COLLECTION.
179.19 EQUIPMENT SCREENING.
179.20 EXTERIOR LIGHTING.
179.21 STANDARDS FOR AUTO SALES OR RECREATIONAL VEHICLE SALES.
179.22 STANDARDS FOR DRIVE-IN AND DRIVE-THROUGH FACILITIES.
179.23 STANDARDS FOR ATTACHED AND FREE-STANDING DRIVE-THROUGH CANOPIES.
179.24 STANDARDS FOR ALL MOTOR VEHICLE AND TRUCK SERVICE AND REPAIR BUSINESSES.

179.1 STREET FRONTAGE REQUIRED. All lots shall have no less than twenty (20) feet of frontage along at least one public or private street, except as otherwise required herein this Zoning Code. The City Council may also allow, at its own discretion, the construction of a building or the use of a lot that has a shared access or other shared common access to a public or private street when part of a planned development managed under an owners' association.

179.2 LOT AND YARD REGULATIONS.

1. **Yards Required.** In all zoning districts, there shall be a minimum front, side, and rear yard required as stated in the building and parking setback requirements of that particular district. No yard or lot existing at the time of passage of the Zoning Code shall be reduced in dimension or area below the minimum required by the Zoning Code.

   A. **Exception for Public Parkland.** All structures located on properties designated for public parkland are not subject to setback requirements except that no structure shall be constructed so as to impede visibility at intersections as provided in Section 179.4 herein this chapter.

2. **Corner Lots.** For corner lots, the front yard regulation shall apply to each street side of the corner lot. The Zoning Administrator shall designate the rear yard of a lot which shall generally be that portion of yard opposite the narrow street side.

3. **Through Lots.** The Zoning Administrator shall designate the front yard of a through lot (also known as a double frontage lot) which shall generally be the yard adjacent to the local street or lower street hierarchy classification designation. The front yard regulations shall apply to

this frontage designated as the front yard. The Zoning Administrator shall further designate which street frontage serves as the rear yard, which shall generally be the street frontage adjacent to the street with the higher street hierarchy classification and for which no driveway access is provided. The rear yard regulations shall apply to this frontage designated as the rear yard.

4. **Postage-Stamp Lot.** Structures built within a postage-stamp lot shall be setback no less five (5) feet from all lot lines, excluding shared walls located along a common lot line, and shall otherwise meet all other building setback requirements for the zoning district in which it is located. Postage-stamp lots may or may not have public street frontage but shall at a minimum have access to public streets and public utilities via an adjoining outlot or association held parcel.

5. **Projecting Overhang or Structure.** The ordinary horizontal projection from buildings including eaves, sills, fascia, parapets, cornices, bay windows, or other similar architectural features, except for gutters and downspouts, may not project or extend more than three (3) feet into a required yard, provided no part of a building is closer than five (5) feet to a lot line.

6. **Other Yard Encroachments.**

   A. Carports, cantilevered projections, chimneys, accessory buildings, and structures may not project into any required yard, except as may be permitted for accessory buildings and structures as provided herein Sections 179.6 and 179.7.

   B. Air conditioning units, heat pumps, or other similar devices may encroach into the required side yard.

   C. Steps providing access to the ground level of a dwelling may encroach no more than three (3) feet into any required side yard.

   D. Front stoops, stairs, open decks and unenclosed porches may encroach up to six (6) feet into the required front yard.

   E. Stoops, stairs, and open decks, not enclosed or covered by a roof, may encroach up to twenty (20) feet into the required rear yard.

   F. Uncovered patios, brick or stone pavers, concrete slab structures, or other paved surfaces constructed on the ground, or less than twelve (12) inches above the average grade of the ground, shall be allowed to be constructed within the required front, side, or rear yards, except that no such patio or paved area shall encroach closer than two (2) feet of the property line nor extend more than ten (10) feet beyond either side of a driveway.

179.3 HEIGHT REGULATION EXCEPTION. No permit will be issued for any structure above height limits, except as specifically approved by the Board of Adjustment. These height limitation shall not apply to municipal water towers and municipal communications antennas when permitted by the City of Bondurant. Additionally, the height limitations contained herein this Zoning Code do not apply to minor projections above the roof line for typical building features including rooftop mechanical

equipment and equipment enclosures, ventilation pipes and fans, chimneys. This exception also applies to antennas and satellite dishes that project less than ten (10) feet in height above the top of the roof line or parapet.

179.4 VISIBILITY AT STREET INTERSECTIONS. On a corner lot in any district, except the Mixed Use Zoning District (MU), no fence, wall, hedge, or other planting or structure that will obstruct vision between a height of two and one-half (2.5) feet and ten (10) feet above the centerline grades of the intersecting streets shall be erected, placed, allowed to grow, or maintained within the triangular area formed by connecting the right-of-way lines at points which are twenty-five (25) feet distant from the intersection of the right-of-way lines, and measured along the right-of-way lines. For purposes of this section, a split rail fence, chain link fence, or any other fence which consists of vision blocking material over twenty-five percent (25%) or less of its total surface area is not considered as obstructing vision.

179.5 USE OF PUBLIC RIGHT-OF-WAY. No portion of the public road, street or alley right-of-way shall be used or occupied by an abutting use of land or structure for storage or display purposes or to provide any parking or loading space required by this code, or for any other purpose that would obstruct the use or maintenance of the public right-of-way. However, tables, chairs, displays, and temporary signs (as may be allowed by Chapter 183 of this Code) associated with the adjoining business may be allowed to encroach the public street right-way for fronting properties within in the Mixed Use Zoning District (MU) subject to the following:

1. No such use shall occur within any travel lane or paved street area.

2. May be permitted on all sidewalks provided there remains a free walking path with a minimum walking surface of five (5) feet in width.

3. May be permitted within designated off-street parking space(s) if specifically approved and authorized by the City of Bondurant as part of an approved parking space use agreement.

4. Allowed during business hours only, unless specifically authorized by the City of Bondurant as part of an approved sidewalk use agreement.

5. Shall provide proof of liability insurance in an amount as determined by the City of Bondurant.

179.6 FENCES AND WALLS.

1. **Residential Zoning Districts.**

   A. In all residential zoning districts, fences and walls not exceeding six (6) feet in height are permitted within the limits of side and rear yards. Fences and walls are permitted in the front yard with a maximum height of forty-eight (48) inches.

   B. Corner Lots: Residential corner lots contain two (2) front yards. For the purpose of this section, the Zoning Administrator, or their designee, may classify one of these two front yards as the "secondary" front yard. Generally, the wider of the two front yards should be determined as the secondary front yard. A fence or wall not exceeding six (6) feet in height

may be constructed within this secondary front yard provided said fence or wall is setback a minimum ten (10) feet from the adjoining street right-of-way line.

C. Through Lots or Double Frontage Lots: On through lots or double frontage lots, a privacy type fence not exceeding six (6) feet in height may be placed within the designated rear yard, as determined by the Zoning Administrator.

D. Fences and walls shall be built wholly on the owner's property.

E. No fence or wall shall be erected in violation of the Visibility at Street Intersections provisions of this Chapter.

2. **Commercial and Industrial Zoning Districts.**

A. In Commercial and Industrial zoning districts, fences and walls not exceeding ten (10) feet in height are permitted within the limits of the side and rear yard. Fences and walls not exceeding six (6) feet in height are permitted within the front yard.

B. Fences and walls shall be built wholly on the owner's property.

C. No fence or wall shall be erected in violation of the Visibility at Street Intersections provisions of this Chapter.

3. **Decorative Features.** In all zoning districts, decorative features such as individual posts, brick or stone columns, and similar features constructed as part of a fence or wall shall be allowed to exceed the maximum fence height by no more than twelve (12) inches.

4. **Arbors.** A decorative arbor, archway, or garden arch may be installed over any fence opening or gate and may be constructed within the confines of a front yard provided said structure is no taller than nine (9) feet and no wider than six (6) feet. Said structure shall not be constructed in violation of the Visibility at Street Intersections provisions of this Chapter.

5. **Swimming Pool Enclosures.** Barriers and fences constructed for the purpose of enclosing a swimming pool, shall also be subject to the requirements of this chapter.

6. **Fence Frames.** The frame of a fence, including posts, rails, and supports shall be placed on the inside of the fence and facing towards the property on which the fence is erected.

7. **Retaining Walls.**

A. Retaining walls shall be set back from the property line one foot for every one (1) foot of height.

B. Retaining walls which are six (6) or more feet in height shall be structurally engineered. No single wall face shall be greater than six (6) feet in height without terraces to break up the wall expanse. A minimum one (1) foot of terrace shall be used for each two (2) feet of wall height. Each terrace shall contain vegetation. The design specifications, elevations and

site plan showing the exact location of the wall shall be provided along with the required building permit application to the Zoning Administrator.

8. **Materials and Maintenance.**

A. Permitted Materials: Fences are to be constructed of customarily used materials such as chain-link, wrought iron, aluminum, wood, polyvinyl chloride (PVC), and other similar materials, unless specified otherwise herein. Wood fences should be constructed of treated lumber, cedar, redwood, or similar types of wood that are resistant to decay.

(1) The use of materials such as corrugated or sheet metal, chicken wire, woven wire, temporary construction fencing, snow fencing, or similar materials shall not be permitted for permanent fencing. A fence shall not be constructed or covered with: paper sheets or strips; cloth or fabric tarps, sheets, or strips; plastic or vinyl tarps, sheets, mesh, or strips; metal siding or panels not originally designed or intended as fencing material; bamboo; reed; or plywood sheeting. Chain-link or woven wire type fences shall not include plastic or wood slats or strips, bamboo, or reed.

(2) Sun and/or wind screen material applied to fences directly associated with a sports or recreation facility such as tennis court fences, baseball field fences, or basketball courts, is permitted subject to the other provisions of this chapter. Mesh screen material applied to a fence is allow permitted as part of screening for a commercial or industrial site.

(3) Walls and retaining walls are to be constructed of brick, stone, textured concrete, precast concrete, tile block, etc. Signage is not permitted on walls unless part of an approved and permitted sign in accordance with the City's Sign Regulations, per Chapter 183 herein this Code.

B. Prohibited Materials. A fence or wall may not be designed to cause pain or injury to humans or animals. Therefore, the use of spikes, broken glass, barbed wire, razor wire, nails, electrical charge or other similar materials shall be prohibited.

C. Construction and Maintenance. All fences shall be constructed in a sound and sturdy manner and shall be maintained in a good state of repair, including the replacement of defective parts, painting, and other acts required for maintenance. The Zoning Administrator after ten (10) days' notice to the owner of the fence, may order the removal of any fence that is not maintained in accordance with the provisions of this Code, and the cost assessed against the property where said fence is located. An extension of time may be granted, upon filing a verified statement that the delay is not a result of any act of the owner.

9. **Measuring Fence or Wall Height.** The height of a fence or wall shall be determined by a measurement from the ground beneath the fence or wall as follows:

A. In a yard abutting a street, the total effective fence or wall height above the finished grade shall be measured on the side nearest the street. Notwithstanding, if a property or

premises is lower than an adjacent street, then the height of the fence or wall shall be determined by a measurement from the street grade at a ninety-degree (90°) angle from the fence or wall; provided the total vertical measurement from the ground beneath the fence or wall to the top of the fence or wall shall not exceed eight (8) feet.

B. In any other required yard, the total effective fence or wall height above the finished grade shall be measured on the side nearest the adjacent property.

C. On a property line, the fence or wall height shall be measured from the finished grade of the side of the adjacent property.

D. Swales and other earth depressions up to six (6) feet wide shall not be used when measuring the fence or wall height.

E. Manmade earth berms, terraces, and retaining walls that elevate the fence or wall shall be considered a part of the fence or wall, except in the case of a fence or wall constructed within an industrial zoning district or as otherwise may be required by the City for the purposes of screening.

10. **Stormwater Overland Flowage Easements.**

A. Fences may encroach into a stormwater overland flowage easement provided the fence is designed and constructed in a manner that does not cause siltation buildup or restrict the flow of stormwater.

B. Fence Design Standards. Within a stormwater overland flowage easement, solid or opaque fencing shall be elevated a minimum of three (3) inches above the ground surface through the swale portion of the easement to allow for the free flow of stormwater. Fences constructed of chain-link, wrought iron, picket-style fencing, or other fencing styles having a transparency or openness of no less than forty (40) percent shall be permitted within the easement and shall not be subject to the minimum three (3) inch elevation requirement.

11. **Exceptions to Fence Requirements.** The following shall be exempt to the fence provisions.

A. **Agricultural Purposes.**

(1) In an agricultural zoning district, barbed wire and woven wire fencing shall be allowed, provided it is used to contain livestock or to protect crops and plantings.

(2) In agriculture districts, an electrified fence shall be allowed for the purpose of containing livestock.

B. **Industrial Districts. In industrial districts, fences topped with barbed wire may be** allowed by approval of the City Council, provided the barbed wire is not less than six (6) feet above the ground.

C. **Recreational Purposes.** Fences associated with the uses of a sports or recreational facility or other similar area, shall not be subject to the height restrictions specified herein this chapter, provided that such fence does not violate the Visibility at Street Intersections provisions of this Chapter. Any such fence is subject to design review and approval of the Zoning Administrator or approval authority.

D. **Governmental Properties.** Fences associated with governmental (federal, state, county, city) facilities and properties.

E. **Temporary Fences.** Temporary or seasonal fences, e.g., snow fence, garden fence, are exempt from permitting requirements providing they are not more than four (4) feet in height. Snow fence shall be allowed to be placed from the first day of November through the first day of April of the following year. Snow fence shall not be allowed at any other time of the year, unless it is being placed as safety or construction fencing in accordance with the temporary construction fence requirements of this Chapter.

F. **Temporary Construction Fence.** Temporary construction fences, barricades, railings, or other similar fences installed to provide temporary site security and/or safety in conjunction with construction work may be allowed in any district during periods of construction. Any such temporary fences shall be removed upon completion of the construction work.

G. **Existing Fence.** Repair of existing, legal but nonconforming fences shall not be subject to the setback or height regulations, if the repair or replacement coincides with the location and height of the existing fence. Complete replacement of an existing fence requires compliance with the terms of this Chapter. Complete replacement shall be defined as the removal or replacement of forty (40) percent or more of the existing fence.

12. **Fence Permit Required.** Subject to the provisions of this section, a fence permit shall be obtained prior to the construction, repair, or replacement of any fence. Each application to the Building Official for a fence permit shall be accompanied by a sketch plan, application form, and any additional information and details as specified and required by the Building Official as necessary to determine compliance with all applicable codes and requirements.

179.7 ACCESSORY BUILDINGS AND STRUCTURES.

1. **Intent.** All uses specified as permitted within a given zoning district herein this Code shall be deemed to include accessory buildings and structures that are necessary and customarily associated with and are appropriate, incidental, and subordinate to such use, hereinafter referred to as the "principal" use or "principal" building or structure. These accessory buildings and structures include: free standing garages for vehicles, trash enclosures, sheds, play structures, gazebos, free-standing patios, pergolas, trellises, underground shelters, above-ground and in-ground pools and hot-tubs, little free library boxes, and similar structures and buildings. It is the intent of these standards herein this section to establish the basic regulations for accessory buildings and structures.

2. **General Provisions.** No accessory structure shall be constructed upon a lot until the construction of the main or principal building has been commenced, and no accessory structure shall be used if the main or principal building has been unused for a period of six (6) months or longer. Accessory buildings shall not be used for dwelling purposes, except as provided herein this code.

3. **Applicability.** The following regulations shall apply to all accessory buildings and structures for residential uses including manufactured home parks. Accessory buildings and structures for all other uses shall comply with the regulations and standards as established elsewhere in this code for principal structures and buildings.

4. **Location and Setbacks.** The following location and setback requirements shall apply to all accessory buildings and structures:

   A. Accessory buildings and structures shall be erected only in the rear yard of a lot. No accessory building or structure shall be located within any front yard or between a principal building and any abutting street, except that a detached, private garage shall be the only accessory structure permitted to be constructed along the side of a principal building, provided that such garage is no closer than ten (10) feet from the principal building and does not extend forward of the front face of the principal building.

   B. Accessory buildings and structures shall comply with the front yard building setback standards but may be constructed within five (5) feet from any side or rear lot lines, but in no case shall be closer than 10 feet to an alley line or street right-of-way line. When any vehicle entrance to an accessory building faces an alley or street right-of-way, said accessory building shall be setback at least twenty (20) feet from that alley line or street right-of-way line.

   C. Accessory buildings and structures shall maintain a minimum distance of ten (10) feet from any principal structure. Otherwise, said accessory building or structure must meet the setback standards required of the principal structure.

   D. All setbacks and building separations shall be measured from the closest building wall face. Horizontal projection including roof-overhangs may not extend into any required setback.

   E. Accessory buildings and structures shall not be erected within any required buffer or within any flowage or drainage easement.

   F. Accessory structures within public utility easements may be permitted only if all of the following are met:

      (1) The structure is not anchored by permanent footings or foundations.

      (2) The structure can be removed without damage to the utility installation or interference with utility access.

(3) The property owner assumes responsibility for any additional costs incurred by a utility provider related to working around, removing, relocating, altering, or otherwise addressing the accessory structure.

G. When located upon a corner lot, the front yard regulation shall apply to each street frontage and no accessory building or structure shall be located within either of these front yards, with the exception for pools and play structures as provided for in Section 7 hereinbelow.

H. When located on a through lot or double frontage lot, the Zoning Administrator shall determine which street frontage serves as the front yard, which shall generally be the yard adjacent to the local street or lower street hierarchy classification designation, and which street frontage serves as the rear yard, which shall generally be the street frontage adjacent to the street with the higher street hierarchy classification and for which no driveway access is provided. Subject to all other provisions of this chapter, accessory buildings and structures on through lots may be permitted between the principal building and the street frontage that has been determined by the Zoning Administrator as the rear yard.

5. **Area and Height Limit.**

A. Accessory buildings and structures, not including pools and play structures, shall be limited to a maximum of two (2) total buildings, including a garage, of which all total accessory buildings shall not occupy more than ten (10) percent of the total lot area nor exceed a total square footage of 1,800 square feet. However, this regulation shall not prohibit the construction of at least a one-car garage not to exceed six hundred (600) square feet gross building area and at least one accessory storage building not to exceed one hundred twenty (120) square feet gross building area.

B. Accessory buildings and structures shall not be taller nor encompass more floor area than the principal structure that is located on the same and shall in no case more than one and one-half (1.5) stories in height and shall not exceed a height of twenty-four (24) feet.

C. All garages and accessory structures that include an overhead door with a clear opening height of eight (8) feet or greater, or that are otherwise designed and constructed to house a motor vehicle, trailer, camper, boat, or other wheeled equipment, shall have a paved driveway that connects to a street. Said driveway shall comply with the standards as provided herein this Chapter, Chapter 180 – Off-Street Parking Regulations of the Zoning Code, and as provided elsewhere in City Code.

6. **Little Free Libraries and Food Pantries.** A little free library box or food pantry box that is no taller than five (5) feet, no wider than two (2) feet, and with a depth no greater than two (2) feet may be placed within the confines of the front yard provided there shall be no more than one such box per legal lot of record. Said structure shall not have electrical power nor be constructed in violation of the Visibility at Street Intersections provisions of this Chapter.

7. **Exception for Pools and Play Structures.** In-ground and above-ground pools and hot tubs and play structures shall meet the setback and height limit requirements of this Chapter for accessory structures with the exception that, when located on a corner lot, an in-ground or above-ground pool, hot tub, and play structures may be constructed within the "secondary front yard, as defined in Section 179.6-1.B hereinabove, provided a minimum setback of ten (10) feet is maintained from the adjoining street right-of-way line.

8. **Exempt Structures.** Accessory structures of eighty (80) square feet or less, no taller than twelve (12) feet, and of a movable design, plus ground mounted play structures no taller than twelve (12) feet with a footprint of no more than 400 square feet, shall be exempt from permit requirements. These structures must conform to all setback requirements. The square footage of these structures shall be included in the maximum cumulative area requirements of this Chapter.

179.8 ACCESSORY DWELLING UNITS.

1. An accessory dwelling unit is permitted within any lot that has a legally permitted, single-family dwelling, herein after referred to as the principal dwelling, subject to the following:

   A. No more than one (1) accessory dwelling unit shall be permitted on any lot.

   B. The accessory dwelling unit shall not exceed 1,000 sq. ft. gross floor area or exceed fifty percent (50%) of the gross floor area of the principal dwelling on the lot on which it is located, whichever is larger.

   C. The accessory dwelling unit may be attached or detached to the principal dwelling.

   D. The accessory dwelling unit, whether attached or detached, shall meet the building setback, height, and other bulk and density standards that are required for a principal structure on the lot or parcel on which it is located.

   E. The basement requirement for single-family dwellings, as provided in Chapter 178 of the Zoning Code, shall not apply to accessory dwelling units.

   F. All ADUs shall be subject to the same utility connection fees and parkland dedication requirements as required for a single-family dwelling.

179.9 MANUFACTURED HOMES.

1. **Conversion to Real Property.** A mobile home or manufactured home that is located outside a manufactured home community or park shall be converted to real estate by being placed on a permanent foundation and shall be assessed for real estate taxes.

2. **Foundation Requirements.** A mobile home or manufactured home located outside of a manufactured home community or home park shall be placed on a permanent frost-free foundation system that meets the support and anchorage requirements as recommended by the manufacturer or required by the State Building Code. The foundation system must be

visually compatible with permanent foundation systems of surrounding residential structures. Any such home shall be installed in accordance with the requirements of the State Building Code. Said home shall further comply with the basement requirement for single-family dwellings.

179.10 NON-COMMERCIAL TOWERS, ANTENNAS, AND SATELLITE DISHES (NOT WIRELESS COMMUNICATIONS FACILITIES). The following standards shall apply to all non-commercial antennas, satellite dish antennas, and towers that are not part of a wireless telecommunications facility:

A. Freestanding antennas, satellite dish antennas, and towers uses shall comply with the height restrictions and setback requirements for accessory buildings and structures.

B. Antennas, satellite dish antennas, and towers attached to a principal building or structure shall comply with the height restrictions and setback required of that principal building or structure for the zoning district in which it is located.

C. No satellite dish antenna, radio or TV antenna, or related tower use shall be permitted within any front or side yard or attached to the front wall or face of any building or structure, unless the property owner can adequately demonstrate to the satisfaction of the Zoning Administrator that it is not physically possible to locate the antenna or satellite dish antenna within the confines of the rear yard and obtain a signal.

D. No satellite dish antenna with a dish diameter greater than three (3) feet or height greater than fifteen (15) feet shall be permitted in any residential zoning district. Satellite dish antennas shall be located and screened as practical from view of all adjoining residential uses and public streets.

E. These provisions shall not apply to licensed amateur radio (HAM radio) operators that are in compliance with all relevant Federal Communications Commission (FCC) rules and regulations.

F. Commercial towers, antennas, and satellite dishes and Wireless Communications Facilities are regulated by Chapter 185 of the City Code of the City of Bondurant, Iowa.

179.11 RENEWABLE ENERGY EQUIPMENT AND FACILITIES AND BATTERY ENERGY STORAGE SYSTEMS.

1. **Small Wind Energy Conversion Systems.**

   A. Intent: The intent of this section is to establish provisions for using an alternate source of energy apart from the prevailing energy sources of natural gas and electricity, namely wind energy, and to provide standards for the construction and use of small wind energy conversion systems. The City finds these regulations are necessary to ensure that small wind energy conversion systems are appropriately designed, sited and installed.

   B. Definitions: The following terms are defined for this section:

(1) "Accessory Wind Energy Conversion System (AWECS)" means a wind energy conversion system that is incidental and subordinate to a principal use on the same parcel and intended to primarily provide power for use on the site in which the system is located.

(2) "Height, total system" means the height above grade of the system, including the generating unit and the highest vertical extension of any blades or rotors.

(3) "Lot" (or parcel) means any legally established lot or parcel which contains or could contain a permitted or conditional use as provided by Chapter 175 of this Zoning Code.

(4) "Off grid" means an electrical system that is not connected to utility distribution and transmission facilities or to any building or structure that is connected.

(5) "Shadow flicker" means changing light intensity caused by sunlight through the moving blades of a wind energy conversion system.

(6) "Small Wind Energy Conversion System (SWECS)" means an accessory wind energy system which has a nameplate rated capacity of up to 15 kilowatts for residential uses and districts and up to 100 kilowatts for commercial and industrial districts and which is incidental and subordinate to a principal use on the same parcel. A system is considered a SWECS only if it supplies electrical power solely for use by the owner on the site, except that when a parcel on which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed by the owner for on-site use may be used by the utility company.

(7) "Small Wind Energy Conversion System, free-standing" means a SWECS which is elevated by means of a monopole tower only and is not located on another supporting structure except that the tower shall have an appropriately constructed concrete base. Guyed, lattice, or other non-monopole style towers shall not meet this definition.

(8) "Small Wind Energy Conversion System, horizontal axis" means a small wind energy conversion system that has blades which rotate through a horizontal plane.

(9) "Small Wind Energy Conversion System, building mounted" means a SWECS which is securely fastened to any portion of a principal building in order to achieve desired elevation, whether attached directly to the principal building or attached to a tower structure which is in turn fastened to the principal building. These systems are prohibited by this Chapter.

(10) "Small Wind Energy Conversion System, vertical axis" means a small wind energy conversion system that has blades which rotate through a vertical plane.

(11) "Tower" means the vertical component of a wind energy conversion system that elevates the wind turbine generator and attached blades above the ground.

(12) "Utility Scale Wind Energy Conversion System (USWECS)" means one or more wind energy conversion systems located together and used for production of electric power to be interconnected into the local utility electrical grid and primarily for consumption by on-grid utility customers located off the property. USWECS are typically the principal use of the parcel on which located but may include a duel use such as vegetable farming. Commonly referred to as a "wind farm."

(13) "Wind Energy Conversion System (WECS)" means an aggregation of parts including the foundation, base, tower, generator, rotor, blades, supports, guy wires and accessory equipment such as utility interconnect and battery banks, etc., in such configuration as necessary to convert the power of wind into mechanical or electrical energy, e.g., wind charger, windmill or wind turbine.

(14) "Wind turbine generator" means the component of a wind energy conversion system that transforms mechanical energy from the wind into electrical energy.

C. General Regulations:

(1) *Zoning*. SWECS may be allowed within the zoning districts as identified in Chapter 178 of the Zoning Code and subject to the provisions contained herein and elsewhere within this Code. All SWECS shall be an accessory use and free-standing. Utility Scale Wind Energy Conversion System (USWECS) are prohibited in all zoning districts.

(2) *Conditional Use Permit Required.* A Small Wind Energy Conversion System (SWECS) shall be allowed only as an accessory use to a permitted principal use and with approval of a conditional use permit from the Board of Adjustment where identified as allowable subject to approval of a Conditional Use Permit.

(3) *Permit Required.* It shall be unlawful to construct, erect, install, alter or locate any SWECS within the City, unless a conditional use permit has been obtained from the City. The conditional use permit may be revoked by the approval authority any time the approved system does not comply with the rules set forth in this Chapter and the conditions imposed by the approval authority. The owner/operator of the SWECS must also obtain any other permits required by other federal, state and local agencies/departments prior to constructing the system.

(4) *Application.* Application for SWECS shall be made on forms provided by the City. No action may be taken regarding requests for SWECS until completed applications have been filed and fees paid.

(5) *Number of Systems per Zoning Lot*. No more than one free-standing SWECS may be placed on any parcel or lot. Additional free-standing SWECS are prohibited.

(6) *Tower*. Only monopole towers shall be permitted for free-standing SWECS. Lattice, guyed or towers of any other type shall not be considered to be in compliance with this Chapter.

(7) *Color.* Free-standing SWECS shall be a neutral color such as white, sky blue or light gray. Other colors may be allowed at the discretion of the approval authority. The surface shall be non-reflective.

(8) *Lighting.* No lights shall be installed on the tower, unless required to meet FAA regulations.

(9) *Signage*. No signage or advertising of any kind shall be permitted on the tower or any associated structures.

(10) *Climbing Apparatus*. The tower must be designed to prevent climbing within the first 10 feet.

(11) *Maintenance*. Facilities shall be well maintained in accordance with manufacturer's specifications and shall remain in an operational condition that poses no potential safety hazard nor is in violation of any provisions contained within this Chapter or as provide elsewhere within the City Code.

(12) *Utility Notification*. The City shall notify the utility of receipt of an application to install an interconnected customer-owned generator. Off-grid systems shall be exempt from this notification requirement.

(13) Interconnection. The SWECS, if not off-grid, shall meet the requirements for interconnection and operation as set forth by the utility. No permit of any kind shall be issued until the City has been provided with a copy of an executed interconnection agreement. Off-grid systems shall be exempt from this requirement.

(14) *Restriction on Use of Electricity Generated*. A SWECS shall be used exclusively to supply electrical power to the owner for on-site consumption, except that excess electrical power generated by the SWECS and not presently needed for use by the owner may be used by the utility company.

(15) *Noise*. A SWECS shall be designed, installed and operated so that the noise generated does not cause a public nuisance.

(16) *Shadow Flicker*. No SWECS shall be installed and operated so to cause a shadow flicker to fall on or in any existing residential structure.

(17) *Safety Controls*. Each SWECS shall be equipped with both an automatic and manual braking, governing, or feathering system to prevent uncontrolled rotation, over-speeding, and excessive pressure on the tower structure, rotor blades, or turbine components. Said automatic braking system shall also be capable of stopping turbine rotation in the event of a power outage so as to prevent back feeding of the grid.

(18) *Shut Off*. A clearly marked and easily accessible shut off for the wind turbine will be required as determined by the Building Official.

(19) *Electromagnetic Interference*. All SWECS shall be designed and constructed so as not to cause radio and television interference. If it is determined that the SWECS is causing electromagnetic interference, the owner/operator shall take the necessary corrective action to eliminate this interference including relocation or removal of the facilities, subject to the approval of the appropriate City authority. A permit granting a SWECS may be revoked if electromagnetic interference from the SWECS becomes evident.

(20) *Wind Access Easements*. The enactment of this Chapter does not constitute the granting of an easement by the City. The SWECS owner/operator shall have the sole responsibility to acquire any covenants, easements, or similar documentation to assure and/or protect access to sufficient wind as may or may not be necessary to operate the SWECS.

(21) *Engineer Certification*. Applications for any SWECS shall be accompanied by standard drawings of the wind turbine structure, including the tower, base, and footings. An engineering analysis of all components of the SWECS showing compliance with the applicable regulations and certified by a Kansas licensed professional engineer shall also be submitted.

(22) *Installation*. Installation must be done according to the manufacturer's recommendations. All wiring and electrical work must be completed according to the applicable building and electric codes. All electrical components must meet code recognized test standards.

(23) *Removal*. If the SWECS remains nonfunctional or inoperative for a continuous period of six months, the system shall be deemed to be abandoned. The SWECS owner/operator shall remove the abandoned system at their expense. Removal of the system includes the entire structure, transmission equipment and fencing from the property excluding foundations. Non-function or lack of operation may be proven by reports from the interconnected utility. For off-grid systems the City shall have the right to enter the property at its sole discretion to determine if the off-grid system is generating power. Such generation may be proven by use of an amp meter. The SWECS owner/operator and successors shall make available to the Zoning Administrator all reports to and from the purchaser of energy from the SWECS if requested. If removal of towers and appurtenant facilities is required, the Zoning Administrator shall notify the SWECS owner/operator. Removal shall be completed within six months of written notice to remove being provided to the owner/operator by the City.

(24) *Right of Entrance*. As a condition of approval of a Conditional Use Permit an applicant seeking to install SWECS shall be required to sign a petition and waiver agreement which shall be recorded and run with the land granting permission to the City to enter the property to remove the SWECS pursuant to the terms of approval and to assure compliance with the other conditions set forth in the permit. Removal shall be at the expense of the owner/operator and the cost may be assessed against the property.

D. Bulk Regulations:

(1) *Setbacks*. The minimum distance between any free-standing SWECS and any property line shall be a distance that is equivalent to 150 percent of the total system height. The setback shall be measured from the property line to the point of the SWECS closest to the property line.

(2) *Maximum Height*. Height shall be measured from the ground to the top of the tower, including the wind turbine generator and blades.

a. For lots of more than one and fewer than three acres, the maximum height shall be 65 feet.

b. For lots of more than three and fewer than five acres, the maximum height shall be 80 feet.

c. For lots more than five acres, the maximum height shall be 100 feet.

(3) *Minimum Lot Size*. The minimum lot size for a free-standing SWECS shall be one acre.

(4) *Clearance of Blade*. No portion of a horizontal axis SWECS blade shall extend within 30 feet of the ground. No portion of a vertical axis SWECS shall extend within 10 feet of the ground. No blades may extend over parking areas, driveways or sidewalks. No blade may extend within 20 feet of the nearest tree, structure, or above ground utility facilities.

E. Location:

(1) No part of a SWECS shall be located within or over drainage, utility or other established easements.

(2) A SWECS shall be located entirely in the rear yard.

(3) A SWECS shall be located in compliance with the guidelines of applicable Federal Aviation Administration (FAA) regulations as amended from time to time.

(4) No SWECS shall be constructed so that any part thereof can extend within 20 feet laterally of an overhead electrical power line (excluding secondary electrical service lines or service drops). The setback from underground electric distribution lines shall be at least five feet.

(5) Building mounted SWECS shall be prohibited.

2. **Solar Energy Systems.**

A. Intent: The intent of this section is to establish provisions for using an alternate source of energy apart from the prevailing energy sources of natural gas and electricity, namely

solar energy, and to provide standards for the construction and use of solar energy systems. The City finds these regulations are necessary to ensure that Solar Energy Systems are appropriately designed, sited and installed.

a. Definitions: The following terms are defined for this section:

(1) "Accessory Solar Energy Conversion System (ASECS)" means a solar energy conversion system which is incidental and subordinate to a principal use on the same parcel and intended to primarily provide electrical power for use on the site in which the system is located. ASECS do not include concentrating solar power systems (CSPS).

(2) "Building-integrated Solar Energy Systems" means a solar energy system that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural component of the building. Building-integrated systems include but are not limited to photovoltaic or hot water solar energy systems that are contained within roofing materials, windows, skylights, and awnings.

(3) "Concentrating Solar Power System (CSPS)" means a power generation system that uses mirrors to concentrate the sun's energy to drive traditional steam turbines or engines that create electricity. The thermal energy concentrated in a CSPS plant is sometimes stored and later used to produce electricity.

(4) "Ground-mounted" means a solar energy system mounted on a rack or pole that rests or is attached to the ground. Ground-mounted systems are accessory to the principal use.

(5) "Roof-mount" means a solar energy system mounted on a rack that is fastened to or ballasted on a structure roof. Roof-mount systems are accessory to the principal use.

(6) "Solar Access" means unobstructed access to direct sunlight on a lot or building through the entire year, including access across adjacent parcel air rights, for the purpose of capturing direct sunlight to operate a solar energy system.

(7) "Solar Carport" means a solar energy system of any size that is installed on a carport structure that is accessory to a parking area, and which may include electric vehicle supply equipment or energy storage facilities.

(8) "Solar Mounting Devices" means racking, frames, or other devices that allow the mounting of a solar collector onto a roof surface or the ground.

(9) "Utility Scale Solar Energy Conversion System (USSECS)" means a solar energy conversion system that is used to produce electrical power for the primary purpose of off-site use through the electrical grid or export to the wholesale market. USSECS do not include concentrating solar power systems (CSPS).

B. Restrictions: Except as provided in this article, no solar energy system or solar collection device shall be erected, constructed, altered or maintained on any lot within the city, without first receiving a permit to do so and complying with the regulations herein this Chapter.

C. General Regulations:

a. *Zoning*. ASECS may be allowed within the zoning districts as identified in Chapter 178 of the Zoning Code and subject to the provisions contained herein and elsewhere within the City Code. Utility Scale Solar Energy Conversion Systems (USSECS) and Concentrating Solar Power Systems (CSPS) are prohibited in all zoning districts.

(2) Building-integrated solar energy systems and roof-mounted and building-mounted solar energy systems are a permitted accessory use in all zoning districts where structures of any sort are allowed, subject to certain requirements as set forth below. Solar carports and associated electric vehicle charging equipment are a permitted accessory use on surface parking lots in all districts regardless of the existence of another building.

(3) Ground-mounted solar energy systems shall require approval of a Conditional Use Permit from the Board of Adjustment where identified as allowable subject to approval of a Conditional Use Permit.

D. Standards: All solar energy systems or solar collection devices shall meet the following standards and conditions:

(1) *Height*. Solar energy systems must meet the following height requirements:

a. Building-mounted or roof-mounted solar energy systems shall not exceed the maximum allowed height in any zoning district. For purposes for height measurement, solar energy systems other than building-integrated systems shall be given an equivalent exception to height standards as building-mounted mechanical devices or equipment.

b. Ground-mounted or pole-mounted solar energy systems shall not exceed 15 feet in height when oriented at maximum tilt.

c. Solar carports shall not exceed 20 feet in height.

(2) *Setback*. Solar energy systems must meet the accessory structure setback for the zoning district and principal land use associated with the lot on which the system is located, except as allowed below.

a. Roof-mounted or Building-mounted Solar Energy Systems - The collector surface and mounting devices for roof-mounted solar energy systems shall not extend beyond the exterior perimeter of the building on which the system is mounted or

built, unless the collector and mounting system has been explicitly engineered to safely extend beyond the edge, and setback standards are not violated. Exterior piping for solar hot water systems shall be allowed to extend beyond the perimeter of the building on a side-yard exposure. Solar collectors mounted on the sides of buildings and serving as awnings are considered to be building-integrated systems and are regulated as awnings.

b. Ground-mounted Solar Energy Systems - Ground-mounted solar energy systems may not extend into the side-yard or rear setback when oriented at minimum design tilt, except as otherwise allowed for building mechanical systems.

(3) *Visibility*. Solar energy systems shall be designed to minimize visual impacts from the public street right-of-way.

a. Building Integrated Photovoltaic Systems - Building integrated photovoltaic solar energy systems shall be allowed regardless of whether the system is visible from the public right-of-way, provided the building component in which the system is integrated meets all required setback, land use or performance standards for the district in which the building is located.

b. Roof-mounted systems on pitched roofs that are visible from the nearest edge of the front right-of-way shall have the same finished pitch as the roof and be no more than ten inches above the roof.

c. Roof-mount systems on flat roofs that are visible from the nearest edge of the front right-of-way shall not be more than five feet above the finished roof and are exempt from any rooftop equipment or mechanical system screening.

d. Reflectors - All solar energy systems using a reflector to enhance solar production shall minimize glare from the reflector affecting adjacent or nearby properties.

(4) *Lot Coverage.* Ground-mounted systems total collector area shall not exceed half the building footprint of the principal structure. Ground-mounted systems shall be exempt from lot coverage or impervious surface standards if the soil under the collector is maintained in vegetation and not compacted.

(5) All solar energy system components shall be located as to be accessible for required routine maintenance without trespassing on adjoining property or disassembling any major portion of the structure or building.

(6) All solar energy system components must be obtained from manufacturers who regularly engage in production of solar energy apparatus. The design and drawings of any system or apparatus shall be completed and sealed by a licensed design professional.

E. Building Permit Required: No solar energy system or solar collection device shall be constructed, erected, added to, or materially altered, structurally or otherwise changed,

or improved nor any other work commenced upon any lot or parcel of land unless the owner, contractor or agent of either shall first have applied for and received from the Building Official a permit therefore as provided for in this section.

F. Application for Permit: Any application for the building permit required hereunder shall show that the proposed construction meets the requirements set forth in this section. Should any submittal in the opinion of the Building Official contain design elements that are substantially unique and outside the normal configuration of typical solar array components, design or system requirements, the application for permit shall be forwarded to the City Council for action.

G. Issuance of Permit: Any building permit issued pursuant to the provisions of this article for the construction, erection or modification of a solar energy system or solar collection device shall only be issued after the Building Official has determined the proposed construction meets the requirements of this section, the building code regulations, and that the design of the solar system or solar collection device is in general conformity with the style and design of surrounding structures.

H. Solar Access Easements: Refer to Article XV of the Zoning Code regarding the provisions for the creation of solar access easements.

I. Removal: If the solar energy system remains nonfunctional or inoperative for a continuous period of six months, the system shall be deemed to be abandoned. The solar energy system owner/operator shall remove the abandoned system at their expense. Removal of the system includes all panels, mounting devices, and appurtenant equipment and structures from the property. Non-function or lack of operation may be proven by reports from the interconnected utility. For off-grid systems the City shall have the right to enter the property at its sole discretion to determine if the off-grid system is generating power. Such generation may be proven by use of an amp meter for photovoltaic systems or a thermometer for a solar collector system. The solar energy system owner/operator and successors shall make available to the Zoning Administrator all reports to and from the purchaser of energy from the solar energy system if requested. If removal of structures and appurtenant facilities is required, the Zoning Administrator shall notify the solar energy system owner/operator. Removal shall be completed within six months of written notice to remove being provided to the owner/operator by the City.

J. Right of Entrance: As a condition of approval of a Conditional Use Permit for a ground-mounted solar energy system, the applicant seeking to install the solar energy system shall be required to sign a petition and waiver agreement which shall be recorded and run with the land granting permission to the City to enter the property to remove the solar energy system pursuant to the terms of approval and to assure compliance with the other conditions set forth in the permit. Removal shall be at the expense of the owner/operator and the cost may be assessed against the property.

3. **Battery Energy Storage Systems.**

A. Intent: The intent of this section is to establish provisions for the installation of Battery Energy Storage Systems (BESS). The City finds these regulations are necessary to ensure that BESS are appropriately sited and installed.

B. Definitions: The following terms are defined for this section:

(1) "Battery Energy Storage Systems (BESS)" means a bank of batteries or capacitors used to store electricity for later use primarily off-site through the electrical grid or export to the wholesale market – sometimes called a battery storage power station This definition does not include a battery storage system which is incidental and subordinate to a principal use on the same parcel and intended to primarily provide electrical power for use on the site in which the system is located.

C. General Regulations:

(1) *Zoning Required*. A BESS may be allowed within ay be allowed within the zoning districts as identified in Chapter 178 of the Zoning Code, subject to approval of a Conditional Use Permit from the Board of Adjustment as provided herein the Zoning Code and all relevant code regulations.

(2) *Exceptions.* The provisions of this Chapter do not apply to a battery energy storage system that is incidental and subordinate to a principal use on the same parcel and intended to primarily provide electrical power for use on the site in which the system is located.

(3) *Height.* BESS equipment, buildings, and related structures shall not exceed 25 feet in height.

(4) *Setbacks.* BESS equipment, including all accessory structures, shall be setback a minimum of 100 feet from all property lines and road right-of-way lines. No setback is required between participating lots.

(5) *Landscape Buffering.* All BESS equipment shall comply with the zoning buffers for the zoning district in which located. At the discretion of the approval authority, a landscaped buffer may be required along any of the project boundaries of the BESS to buffer adjoining residential land use and public views.

(6) *Ground Cover and Landscaping.* All area not hard surfaced shall be planted and maintained with a perennial ground cover.

(7) *Lot Coverage.* The total amount of impervious surfacing shall not exceed twenty-five percent (25%) of the site area. For the purpose of this Chapter, impervious surfacing includes paved or gravel roads, parking areas, equipment pads, building footprints, and other similar non-vegetated areas.

(8) *Emergency Access.* Paved, all-weather access for emergency service equipment shall be provided and maintained to all BESS equipment and related structures.

(9) *Emergency Response Plan.* A plan for local emergency services on the procedures to respond to a fire or other event on site, the process of clean-up and recovery, and the development of regular training to be provided by the owner/operator of the facility shall be provided prior to installation of any BESS. The approval authority may require the owner/operator of any BESS to provide specialized equipment and training as may be deemed by the Fire Chief as necessary to safely respond to any emergencies at such facility.

(10) *Noise Levels*. The noise level measured at the property line of the property on which the BESS has been installed shall not cause a noise disturbance to an adjoining residential dwelling.

179.12 HOME-BASED BUSINESSES.

1. **No-Impact Home-Based Business Permitted.** In accordance with the provisions of Section 414.33 of the Code of Iowa, any home-based business that complies with the following shall be permitted within any legally established residential dwelling:

   A. The total number of on-site employees and clients does not exceed the city occupancy limit for the residential property.

   B. The business activities are characterized by all of the following:

      (1) The activities are limited to the sale of lawful goods and services.

      (2) The activities do not generate on-street parking or a substantial increase in traffic through the residential area.

      (3) The activities occur inside the residential dwelling or in the yard of the residential property.

      (4) The activities are not visible from an adjacent property or street.

2. **Other Home-Based Businesses Permitted.** The following operations and/or uses are considered permitted within any legally established residential dwelling subject to the following:

   A. In-home Child Care Home or Child Development Home, provided the following requirements are met:

      (1) All Child Care Homes and Child Development Homes shall be registered and/or licensed, as required, with the Iowa Department of Human Services (DHS) and shall be in current, good standing.

(2) Child Care Homes, as defined by the DHS, and Child Development Homes registered as either Category A, Category B, or Category C (1 or 2 provider) as defined by the DHS, shall be permitted with a total maximum of 16 children in care at any one time.

(3) All Child Care Homes and Child Development Homes shall follow all other requirements of this Chapter, applicable zoning codes, and applicable building codes.

(4) All Child Care Homes and Child Development Homes shall register annually with the Zoning Administrator, or their designee, and provide proof that they are registered or licensed with the Iowa Department of Human Services (DHS).

(5) No in-home child care service shall be allowed that does not meet items (1) through (4) above.

3. **Restrictions for All Home-Based Businesses.** In addition to all the use limitations applicable to the district in which it is located, no Home-Based Business shall be permitted unless it complies with the following restrictions:

A. Not more than one (1) person who is not a resident on the premises shall be employed and at least one resident of the premises shall be the primary operator of the Home-Based Business.

B. Home-Based Businesses are limited to one operation per dwelling unit, and rental property must have landlord approval prior to operation.

C. No alteration of the principal residential building shall be made which changes the character and appearance thereof as a dwelling.

D. No Home-Based Business shall be apparent to adjoining residences and from any public street.

E. There shall be no outdoor storage of equipment or materials used in the Home-Based Business. Not more than one (1) vehicle and one fully enclosed cargo trailer, which is less than 17 feet in length, used in commerce in connection with any Home-Based Business shall be parked on either the property or on public streets.

F. Off-street parking space shall be adequate to accommodate the parking demand generated by the Home-Based Business and at no time shall any parking generated by the Home-Based Business take place on-street.

G. Commercial signage shall be limited to one (1) unlighted sign not over one (1) square foot in area attached flat against the dwelling.

H. An average of no more than twenty-five (25) percent of the floor area of the dwelling unit shall be devoted to the Home-Based Business, with the exception of a child care home or a child development home. The Home-Based Business shall be conducted entirely within the principal dwelling unit.

I. No mechanical, electrical, or other equipment which produces noise, electrical or magnetic interference, vibration, heat, glare, or other nuisance outside the residential or accessory structure.

J. No Home-Based Business shall be noxious, offensive, or hazardous due to vehicular traffic generation or emission of noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation, or other objectionable emissions.

K. Except for an in-home child care home or a child development home (daycare), home-based businesses may generate no more than 25 vehicle trips per day.

L. Product distribution, display, and sales (including product demonstrations and sales meetings) shall primarily occur off-site. Any on-site sales, product demonstrations, and product pick-ups by customers shall be by individual appointment only and shall not be permitted between the hours of 7:00 pm to 7:00 am. Customer visits shall be limited to no more than twelve (12) per day and no more than two (2) customers at one time.

M. Shall not cause an adverse impact on the neighborhood, as determined by the Zoning Administrator.

179.13 MEDICAL CANNABIDIOL DISPENSARIES AND MANUFACTURING FACILITIES. The following regulations are in response to the State of Iowa's Medical Cannabidiol Act, as adopted on May 12, 2017. Nothing within these regulations herein or elsewhere within the City's Zoning Code shall be construed as an official endorsement or recognition that medical cannabidiol dispensaries and medical cannabidiol manufacturing facilities are legal uses as it may pertain to federal law. The intent of these regulations is to address the negative secondary impacts these uses may create.

1. The following regulations shall apply to all medical cannabidiol dispensary facilities:

A. All facilities shall be licensed by the State of Iowa as a medical cannabidiol dispensary and comply with all State of Iowa rules and regulations for a medical cannabidiol dispensary.

B. Facilities may only be located on a property that is zoned for such a facility as provided in the in Chapter 178 of the Zoning Code and for which a Conditional Use Permit has been approved by the Board of Adjustment.

C. No facility shall be located within 1,000 feet of any public or private elementary, secondary or high schools that is in place at the time of application. No facility shall be located within 1,000 feet of a residential property or a residentially zoned property that is in place at the time of application. The distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted to the property line of the protected use.

D. No medical cannabidiol dispensary shall be located within 1,000 feet of any other such facility as measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted.

E. The hours of operation shall be no earlier than 8:00 a.m. and no later than 8:00 p.m.

F. All operations shall be contained within an enclosed building, and a medical cannabidiol dispensary may not be located within a trailer, tent, temporary structure, or motor vehicle.

G. Vehicle drive-up or drive-through service is prohibited.

H. Off-site delivery is prohibited.

I. No outdoor display of merchandise is allowed, and no outdoor seating shall be permitted.

J. No facility shall permit any person to consume medical cannabidiol on the facility premises or property.

K. No facility shall permit any person not directly affiliated with the facility to loiter on the facility premises or property.

L. There shall be no emission of dust, fumes, vapors, or odors into the environment from the facility.

M. Signage for a medical cannabidiol dispensary shall comply with the City's sign code regulations. Temporary signage shall be prohibited for medical cannabidiol dispensaries.

N. All medical cannabidiol dispensaries shall provide for adequate security including adequate site lighting, a monitored security alarm system with battery back-up power, and a video surveillance system that at all times records all interior areas and the exterior perimeter of the premises.

2. The following regulations shall apply to all medical cannabidiol manufacturing facilities:

A. All facilities shall be licensed by the State of Iowa as a medical cannabidiol manufacturing facility and shall comply with all State of Iowa rules and regulations for a medical cannabidiol manufacturer.

B. Facilities may only be located on a property that is zoned for such a facility as provided in Chapter 178 of the Zoning Code and for which a Conditional Use Permit has been approved by the Board of Adjustment.

C. No facility shall be located within 2,000 feet of any public or private elementary, secondary or high schools that is in place at the time of application. No facility shall be located within 2,000 feet of a residential property or a residentially zoned property that is in place at the time of application. The distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted to the property line of the protected use.

D. All operations shall be contained within an enclosed building, and a medical cannabidiol dispensary may not be located within a trailer, tent, temporary structure, or motor vehicle.

E. No facility shall permit any person to consume medical cannabidiol on the facility premises or property.

F. There shall be no emission of dust, fumes, vapors, or odors into the environment from the facility.

G. Signage for a medical cannabidiol manufacturing facility shall comply with the City's sign code regulations. Temporary signage shall be prohibited for medical cannabidiol manufacturing facilities.

H. All medical cannabidiol manufacturing facilities shall provide for adequate security including adequate site lighting, a monitored security alarm system with battery back-up power, and a video surveillance system that at all times records all interior areas and the exterior perimeter of the premises.

I. No medical cannabidiol dispensary or medical cannabidiol manufacturing facility shall occupy a building, begin operation, or otherwise conduct business within the City of Indianola until such time the proposed facility has received approval of a Conditional Use Permit from the Board of Adjustment.

179.14 DELAYED DEPOSIT SERVICES BUSINESSES AND PAWNSHOPS. The following regulations shall apply to all delayed deposit services businesses (commonly known as check cashing, payday lending, or car title loan businesses) and pawnshops. The intent of these regulations is to address the negative secondary impacts these uses may create.

1. May only be located on a property that is zoned for such a business as provided in Chapter 178 of the Zoning Code and for which a Conditional Use Permit has been approved by the Board of Adjustment.

2. Shall not be located within 1,000 feet of any public or private elementary, secondary or high schools, a residential property, or a residentially zoned property that is in place at the time of application. The distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted to the property line of the protected use.

3. Shall not be located within 1,000 feet of any other such business as measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted.

4. The hours of operation shall be no earlier than 8:00 a.m. and no later than 8:00 p.m.

179.15 OUTDOOR SALES AND DISPLAYS FOR COMMERCIAL AND RETAIL BUSINESSES.

1. **Outdoor Displays and Sales and Outdoor Food and Beverage Service Areas for Permanent Businesses.** Appropriately zoned, retail properties may define limited areas

within their site for permanent and/or intermittent outdoor display and sales (i.e., pumpkins, plants, lawn and garden goods), including outdoor seating areas for food and beverage service, subject to the provisions contained herein. These provisions do not apply to rooftop patios.

A. All outdoor display and sales and food and beverage service areas must be clearly defined and detailed on a site plan and obtain approval as part of a Major Site Plan or a Minor Site Plan. All other City Code requirements for seasonal and temporary uses must be met.

B. Said areas shall be hard surfaced and cannot be located upon any required parking stalls or drive aisles, and must be situated immediately adjacent to the retail establishment or tenant space which shall have exclusive use of said areas. Off-site businesses/non-tenants shall not be allowed to utilize these areas.

C. With the exception of sites within the MU Mixed Use Zoning District, outdoor display areas shall be located no closer than 10 feet from any property line or street right-of-way and may not be located within any street or driveway vision triangle, required buffer, or required open space area.

D. The layout of any outdoor display, sales, and seating areas shall be designed so to not create a traffic hazard or congestion and shall allow for the safe and unimpeded flow of pedestrian traffic, including exiting from the building. A minimum five feet (5') of clearance shall be maintained along all sidewalks and walking paths/pedestrian routes.

E. Outdoor food and beverage service areas are required to have a permanent barrier or fence, that is a minimum three feet (3') tall, enclosing the outdoor seating area. The permanent barrier or fence shall be architecturally consistent and appropriate with the level of finish and appearance of the adjacent retail building.

F. No detached or freestanding signage shall be permitted except as may be allowed by the City's Sign Code.

G. In accordance with Section 414.1 of the Code of Iowa, the sale of consumer fireworks within any commercial or industrial zoning district is exempt from the outdoor display, sales, and seasonal use limitations of this section. However, all site design, parking, screening, refuse storage, and public health and safety requirements of the City Code shall continue to apply, including but not limited to the following:

(1) *Parking.* All parking areas shall comply with the off-street parking requirements of Chapter 180 of the Zoning Code, including any applicable minimum parking space requirements.

(2) *Storage and Screening.* All storage associated with the temporary fireworks use, including but not limited to semi-tractor trailers, storage containers, or similar structures proposed to be parked and used solely for the storage of merchandise not directly associated with on-site sales to customers, shall be screened in accordance with the requirements of Chapter 181 – Open Space, Landscaping, and Buffering.

(3) *Refuse Containers.* Any exterior garbage or refuse receptacles associated with the temporary fireworks use shall be screened in accordance with the applicable requirements of Chapter 179 – General Provisions.

(4) *Prohibited Occupancy.* Overnight camping, sleeping, or occupancy in any recreational vehicle, camper, tent, trailer, or similar structure associated with the temporary fireworks use is prohibited, consistent with the use regulations and occupancy standards of Chapter 178 – Zoning District Regulations..

2. **Seasonal Garden Centers and Seasonal Outdoor Displays for Permanent Businesses.** Seasonal garden centers, selling outdoor lawn and garden goods and supplies, the sale of agricultural products, and Christmas tree sales, may be permitted within appropriately zoned retail properties subject to the provisions contained herein.

A. All proposed seasonal garden centers, temporary agricultural product sales, and other seasonal outdoor displays must be clearly defined and detailed on a site plan and obtain Minor Site Plan approval from the Zoning Administrator. Information to be shown on the site plan includes details of product display and storage areas, all proposed tents, fencing, barriers, and other structures as well as proposed modifications to the site circulation and parking areas.

B. Garden centers and outdoor display areas shall be located on a surface paved with Portland Concrete Cement (PCC) or Hot Mix Asphalt (HMA) in accordance with Chapter 180 of the Zoning Code. Christmas tree sales from November 1st through December 31st are exempt from this provision.

C. No more than twenty percent (20%) of the parking lot or the total parking available on an individual site may be utilized for a seasonal garden center or seasonal outdoor display. No main drive aisles, as determined by the City, shall be blocked or closed. The layout shall be designed so to not create a traffic hazard or congestion and shall allow for the safe and unimpeded flow of pedestrian traffic, including exiting from the building. A minimum five feet (5') of clearance shall be maintained along all sidewalks and walking paths/pedestrian routes.

D. Garden centers and outdoor display areas shall be located no closer than 15 feet from any property line or street right-of-way and may not be located within any street or driveway vision triangle, required buffer, or required open space area.

E. No detached or freestanding signage shall be permitted except as may be allowed by the City's Sign Code. All other City Code requirements for seasonal and temporary uses must be met including obtaining an annual permit and the limitation of the dates of the installation and operation as contained herein.

F. In accordance with Section 414.1 of the Code of Iowa, the sale of consumer fireworks within any commercial or industrial zoning district are exempt from these provisions.

3. **Use of Public Sidewalks and Street Rights-of-Way.** Businesses located within the MU zoning district may place tables, chairs and displays associated with the adjoining business subject to the provisions of Section 179.5 herein this Chapter.

179.16 OUTDOOR STORAGE. The outdoor storage, as defined in Chapter 175 of the City's Zoning Code, is prohibited in all zoning districts except where expressly permitted by the Zoning Code. When permitted, outdoor storage is subject to review and approval of a Major Site Plan or a Minor Site Plan and shall comply with the following standards:

1. Must be located on a surface paved with Portland Concrete Cement (PCC) or Hot Mix Asphalt (HMA) in accordance with Chapter 180 of the Zoning Code.

2. The City Council may, at their full discretion, approve recycled asphalt pavement (RAP) or gravel for a storage yard in the M-1 and M-2 industrial zoning districts, provided that all of the following requirements are met:

   A. The storage yard is wholly located within the rear yard of the site or within a side yard or front yard area that is situated a minimum of one hundred fifty (150) feet from any front property line; and,

   B. Mitigation measures are established to prevent dust, gravel, runoff, tracking, or other materials from leaving the site or creating impacts to adjoining properties or public rights-of-way; and,

   C. All portions of an outdoor storage area using RAP or gravel that are visible from an adjoining public street right-of-way or from adjoining residentially developed or zoned property, school, or similar sensitive use shall be screened in accordance with the following:

      (1) An opaque fence with a minimum height of six (6) feet; and/or

      (2) Earth berming and landscaping, which may be required by the City Council in addition to or in lieu of fencing, to provide adequate visual screening, reduce noise or light impacts, address changes in grade, or enhance the effectiveness of the screening.

   D. Outdoor storage shall comply with the applicable Open Space, Landscaping, and Buffering requirements of the Zoning Code, where applicable, in accordance with Chapter 181.

   E. Outdoor storage visible from any adjoining public street right-of-way or adjoining residentially developed or zoned property, school, or similar sensitive use shall be screened by an opaque fence with a minimum height of six (6) feet, unless the outdoor storage area is approved with RAP or gravel in accordance with subsection (2), in which case the screening requirements of subsection (2)(C) shall apply.

179.17 LOADING DOCKS, DELIVERY AND SERVICE OVERHEAD DOORS. In all zoning districts, with the exception of the M-1 and M-2 industrial zoning districts and with the except for residential garage

doors, all loading docks and overhead doors for delivery, distribution, and service, including vehicle repair service bay doors, shall not face a public street. This requirement may be waived by the City Council upon review of a site plan inconsideration of the layout of the site and the architectural treatment of the building and the overhead door(s).

179.18 TRASH AND RECYCLING COLLECTION. The following trash and recycling collection standards shall apply to all sites excluding agricultural uses, single-family dwellings, two-family dwellings, and townhouse and row dwellings:

1. **Provisions Required.** All buildings and dwellings shall have adequate provisions for the collection of trash, grease, and recyclable materials with sufficient numbers and locations of collection containers as determined by the Zoning Administrator, at their sole discretion.

2. **Screening of Collection Containers.** All outdoor trash and recycling receptacles, dumpsters, and grease collection containers shall be screened on all sides by the use of a permanent enclosure, with gates or openings provided for disposal truck access. The enclosure shall be constructed of durable, opaque materials, including opaque fencing, masonry, or other similar materials approved by the Zoning Administrator. Trash and recycling receptacles and dumpsters located within the M-1 and M-2 Industrial Zoning Districts shall not be required to be enclosed, provided such receptacles and dumpsters are screened from view from any public street, highway, or adjoining residential property.

179.19 EQUIPMENT SCREENING. The following equipment screening standards shall apply to all sites excluding agricultural uses, single-family dwellings, two-family dwellings, and townhouse and row dwellings:

1. All ground mounted and all roof-top building HVAC and mechanical equipment shall be screened from view from adjacent public streets and residential developed or zoned properties.

2. Required screening shall be accomplished by one or more of the following: landscaping, screen walls, and building structure.

179.20 EXTERIOR LIGHTING. The following exterior lighting standards shall apply to all sites excluding agricultural uses, single-family dwellings, two-family dwellings, and townhouse and row dwellings:

1. All site and building lighting shall be LED type (light produced via light emitting diodes) of a soft-white or bright-white light color and quality.

2. All light fixtures shall be downcast in nature and must possess sharp, cut-off qualities to limit off-site glare.

3. In all multi-family, office, commercial, and industrial zoning districts, all parking lot, building exterior, and site lighting shall be designed, angled, or shielded so as not to glare or shine onto abutting properties or to cause glare upon the adjoining public rights-of-way.

4. Buildings and signage may be up-cast or downcast illuminated provided said lighting does not shine or glare off or past the sign or building wall.

5. Upon the request of the Zoning Administrator, a photometric plan and cut-sheets of all light fixtures shall be provided to the City during the site plan and/or building permit review process to ensure compliance with the regulations of this section.

6. Athletic field and court lighting associated with parks, schools, or recreational facilities may be exempt from the downcast and cut-off fixture requirements of this section, provided such lighting is designed to minimize off-site glare, complies with approved photometric plans, and is subject to any conditions imposed by the City regarding fixture aiming, shielding, and hours of operation.

179.21 STANDARDS FOR AUTO SALES OR RECREATIONAL VEHICLE SALES. The following standards shall apply to all auto sales or recreational vehicle sales businesses.

1. **Site Plan Review and Approval Required.** Any proposed auto or recreational vehicle sales business shall submit a Major Site Plan application, in accordance with the provisions of Chapter 176 of the Zoning Code, for review and approval prior to construction of any site improvements and start of operation.

2. **Site Development Standards.** In addition to the design standards contained within the Zoning Code regulations, the following shall apply:

   A. Zoning: Shall be located on a property appropriately zoned for the use.

   B. Minimum Lot Size: Shall be located on a lot or parcel of no less than one (1) acre in size.

   C. Location: No site shall adjoin an existing residential property or residentially zoned property.

   D. Vehicle Service Bays and Overhead Doors Screening: All vehicle service bays and overhead shall not face a public street. This requirement may be waived by the City Council upon inconsideration of the layout of the site and the architectural treatment of the building and the overhead door(s).

   E. Conversion of Residential Structures: Conversion of an existing residential structure shall not be allowed.

   F. Vehicle Display and Parking. All areas for vehicle display and parking shall be paved in accordance with the provisions of Chapter 180 of the Zoning Code and identified on an approved site plan.

   G. Exterior Lighting. The exterior lighting, including building and parking lot lighting, shall comply with the provisions of Section 179.20 herein this Chapter. A photometric plan and cut-sheets of all light fixtures shall be provided to the City during the site plan review process.

H. Signage. All permanent and temporary signage shall comply with the provisions of Chapter 183 of the Zoning Code.

179.22 STANDARDS FOR DRIVE-IN AND DRIVE-THROUGH FACILITIES. The following standards shall apply to all vehicle drive-in and drive-through facilities for commercial uses.

1. **Site Plan Review and Approval Required.** Any proposed commercial drive-in or drive-through facility shall submit a Major Site Plan application, in accordance with the provisions of Chapter 176 of the Zoning Code, for review and approval prior to construction of any site improvements and start of operation.

2. **Site Development Standards.** In addition to the design standards contained within the Zoning Code regulations, the following shall apply:

   A. Zoning: Shall be located on a property appropriately zoned for the use.

   B. Location: Drive-in and drive-through facilities shall not adjoin an existing residential property or a residentially zoned property. An exception to this provision may be granted by the City Council for drive-in or drive-through facility if all menu order windows, order kiosks, and similar order-taking and window service areas are located a minimum of one-hundred-fifty (150) feet from the adjacent residential property line.

   C. Vehicle Queuing Spaces. Each drive-through lane shall have no less than 10 vehicle queuing spaces located before the order window or order kiosk. These required queuing spaces shall be designed and located in a manner to accommodate site circulation and may not block any parking spaces or drive aisle required for circulation. The City Council may approve a reduction in the number of required vehicle queuing spaces when provided with a compelling study or analysis that supports a lesser number.

   D. Screening. All vehicle drive-through lanes, order and pick-up windows, and kiosks that face a public street shall be screened with landscaping.

   E. Exterior Lighting. The exterior lighting, including building and parking lot lighting, shall comply with the provisions of Section 179.20 herein this Chapter. A photometric plan and cut-sheets of all light fixtures shall be provided to the City during the site plan review process.

   F. Signage. All permanent and temporary signage shall comply with the provisions of Chapter 183 of the Zoning Code.

179.23 STANDARDS FOR ATTACHED AND FREE-STANDING DRIVE-THROUGH CANOPIES. The following regulations shall apply to all vehicle drive-through or drive-up canopies for commercial and industrial uses including bank ATM and teller service canopies, fuel pump island canopies, and restaurant drive-through and drive-up canopies.

1. Canopies shall meet the building setback requirements for the property on which it is located.

2. The minimum vertical clearance for all canopies shall be fourteen (14) feet.

3. The maximum height for all free-standing canopies shall be twenty (20) feet.

4. All structural and supporting columns shall be wrapped in a material consistent with or complementary to the primary building material of the principal building or buildings located on the same site. Canopies clad in any architectural metal panel shall consist of no more than two different colors.

5. Under-canopy lighting shall be flush mounted.

179.24 STANDARDS FOR ALL MOTOR VEHICLE AND TRUCK SERVICE AND REPAIR BUSINESSES.

1. No more than three vehicles per bay may be stored outdoors while awaiting repair or pick-up.

2. Outdoor storage of junk, debris, tires, and vehicle component parts is prohibited.

179.25 REQUIREMENT FOR ALL SITES WITH INDUSTRIAL USES. The owner or occupant of any site proposed to include a use listed as an "Industrial Use" within the Table of Permitted and Conditional Uses as provided herein Section 178.15 of the Zoning Code, shall comply with the following.

1. The owner or occupant shall provide to the Zoning Administrator with a written statement upon a form acceptable to the Zoning Administrator describing the use to occur upon the property and the nature of any odors, gases, noise, vibration, and other environmental impacts that may be generated by such use, and certifying that the use upon the property will be operated in a manner that does not permit any odors, gases, noise, vibration, pollution of air, water or soil, or lighting to be emitted onto any adjoining property so as to create a nuisance. The use shall be operated in strict conformance with the statement provided.

CHAPTER 180 – OFF-STREET PARKING REGULATIONS

180.1 PURPOSE AND INTENT.
180.2 OFF-STREET PARKING AND LOADING REQUIRED.
180.3 DESIGN STANDARDS.

180.1 PURPOSE AND INTENT. It is the purpose and intent of this Chapter to prevent traffic congestion and to provide for proper traffic safety by preserving the public thoroughfares for the unimpaired movement of pedestrian and vehicular traffic. In all districts, with the exception of the MU zoning district, there shall be provided at the time any new building or structure is erected, off-street parking spaces in accordance with the requirements set forth herein. The requirements of this Chapter are minimum standards, and in certain uses these requirements may be inadequate. Where review of the site plans and intended land use indicate through the application of proven standards or experienced statistics that the requirements herein are inadequate for the specific land use adaptation, a greater requirement for off-street parking may be required to preserve the intent of this ordinance.

180.2 OFF-STREET PARKING AND LOADING REQUIRED.

1. **Off-Street Loading Spaces.** Any building or part thereof hereafter constructed, having a gross floor area of 10,000 square feet or more, which is to be occupied by any commercial or industrial use, there shall be provided and maintained on the same lot with such building, at least one (1) off-street loading space plus one (1) additional such loading space for each 20,000 square feet, or major fraction thereof, of gross floor area, so used, in excess of 10,000 square feet.

   A. Each loading space shall be not less than twelve (12) feet in width and forty (40) feet in length.

   B. Such space may occupy all or any part of any required rear or side yard, except where adjoining a residentially zoned property, and shall be setback and screened as required within this chapter and elsewhere within the Zoning Code.

   C. All loading spaces and access drives to loading spaces, loading docks, and storage areas shall be paved with Portland Concrete Cement (PCC) or Hot Mix Asphalt (HMA) in accordance with surfacing requirements set forth in this Chapter.

2. **Off-Street Parking Spaces.**

   A. All parking and storage of vehicles, trailers, recreational vehicles, campers, boats and similar recreation equipment shall occur only upon paved surfaces designed and constructed per the regulations contained herein this Chapter. Unlicensed or inoperable vehicles and equipment shall not be stored outside unless part of an approved storage area on a property located within the M-1 or M-2 zoning districts. In all zoning districts, with the exception of the MU zoning district, space for parking and storage of vehicles and trailers shall be provided in accordance with the Off-Street Parking Required Table and the standards contained herein this Chapter. Required off-street parking facilities shall be

primarily for the parking of private passenger automobiles of occupants, patrons, or employees of the principal use served.

B. Off-Street Parking Required Table: The following table identifies the minimum number of parking spaces required for the specified use. The intent of these standards is to provide the appropriate number of parking spaces on site for the given use and to accommodate changes in uses over time. Within the MU zoning district, off-street parking requirements may be reduced, modified, or waived, and parking demand shall be evaluated on a case-by-case basis as part of site plan review. At the discretion of the Zoning Administrator, the City may require the amount of parking required for a site be based on the parking standards contained within the latest edition of the ITE Parking Generation manual or by an alternative parking study and analysis.

OFF-STREET PARKING SPACES REQUIRED	
USE	**NUMBER OF PARKING SPACES REQUIRED**
RESIDENTIAL USES	
Household Living	
Single-family dwelling, detached	2 per dwelling unit
Single-family dwelling, semi-detached	2 per dwelling unit
Two family dwelling	2 per dwelling unit
Townhouse dwelling (3+ units)	2 per dwelling unit
Multiple family dwelling	1 per bedroom
Manufactured home park	2 per dwelling unit
Accessory dwelling	No additional parking required
Dwelling units located above the ground floor (mixed use building)	1 per bedroom
Group Living	1 per 4 residents plus 1 per employee at max shift
Family home / maternity home	"
Elder group home	"
Assisted living residential facility	"
Nursing or convalescent home	"
Supervised group residence	"
PUBLIC AND CIVIC USES	
College, university, or vocational school	1 per 4 student desks or seats at max capacity plus 1 per employee at max shift, additional parking required for stadium/theater type facilities and dorms/student housing
Cultural exhibit, museum, or library	1 per 300 sq. ft. GFA, additional parking required for classroom, meeting space, and theater type facilities
Membership or religions organization, social club or lodge, and other place of public assembly	1 per 4 seats at max capacity in the main assembly area
Public or private elementary, middle, or high school	1 per 4 student desks or seats at max capacity plus 1 per max number of employees concurrently on site

OFF-STREET PARKING SPACES REQUIRED	
USE	**NUMBER OF PARKING SPACES REQUIRED**
Public or private golf course, golf driving range, country club, swimming pool, and indoor or outdoor recreational facilities and fields	4 spaces per hole or driving range tee, parking required for restaurant and meeting spaces
Offices of Public Utilities (not including gas and electrical power distribution stations, storage or maintenance yards or buildings)	1 per employee at max shift
Government buildings and properties	1 per 200 sq. ft. GFA
Hospital	3 per bed
COMMERCIAL USES	
Animal services	
Kennel (including day kenneling)	1 per 400 sq. ft. GFA
Veterinary services (without overnight kenneling)	1 per 200 sq. ft. GFA
Art gallery	1 per 250 sq. ft. GFA
Banks and financial services	1 per 250 sq. ft. GFA plus 3 vehicle queuing spaces per drive-up or ATM lane
Body piercing studio or tattoo studio	1 per 250 sq. ft. GFA
Child Care Center	1 per employee at max shift plus 1 per 10 children
Construction sales and service, contractor office, office for plumber, electrician, HVAC service or similar use	1 per 250 sq. ft. GFA
Eating and drinking establishment	
Restaurant (including fast food restaurants, coffee shops, and ice cream shops)	1 per 150 sq. ft. GFA plus 10 vehicle queuing spaces per drive-up lane
Micro-brewery, micro-distillery, or winery with on-site tasting/sampling and sales	1 per employee at max shift plus 1 per 150 sq. ft. of patron space
Tavern / Bar	1 per 100 sq. ft. GFA
Entertainment	
Movie theater, performance hall, performing arts studio	1 per 4 seats
Indoor: waterpark, miniature golf, bowling, video game arcades, commercial driving range, go-carts, trampoline park, playground play space or similar use	1 per 4 persons at max capacity
Outdoor: drive-in theater, waterpark, miniature golf, commercial driving range, go-carts, trampoline park, playground play space or similar use	1 per 4 persons at max capacity
Funeral and interment services	1 per 250 sq. ft. of office space plus 1 per 4 seats at max capacity
Lodging	1 per bedroom
Bed and breakfast inn	1 per bedroom
Boarding or rooming house	1 per bedroom
Extended stay or apartment hotel	1 per bedroom
Hotel or motel	1 per bedroom
Short-term rental	1 per bedroom

OFF-STREET PARKING SPACES REQUIRED	
USE	**NUMBER OF PARKING SPACES REQUIRED**
Medical or dental clinic, pediatrician's office, outpatient surgery center, medical testing center, or similar use	1 per 250 sq. ft. GFA
Mini warehouse or self-storage facility	1 per 20 storage units or spaces plus 1 per employee at max shift
Motor vehicle and motor equipment-oriented businesses	
Automobile service center (auto parts sales)	2 per service bay plus 1 per employee at max shift
Automotive washing, car wash (auto, manual, or attended), does not include truck or trailer washing or trailer washout	1 per employee at max shift plus 5 vehicle queuing spaces per wash bay or wash bay lane
Gas station or service station with minor repair and services (brakes, batteries, tires, oil changes), including the dispensing of liquified propane	1 per 250 sq. ft. GFA of retail space plus 2 per service bay plus 1 per employee at max shift
Major motor vehicle repair (painting, body, fender, frame, transmission, engine overhaul)	2 per service bay plus 1 per employee at max shift
Automobile sales, rental, storage lot, and off-street parking	1 per 250 sq. ft. GFA plus 1 per 2,000 sq. ft. of outdoor display area, plus 1 per employee at max shift
Automobile, truck and equipment auction facilities	1 per 250 sq. ft. GFA plus 1 per 2,000 sq. ft. of outdoor display area, plus 1 per employee at max shift
Recreational vehicle, camper, boat, motorcycle, snowmobile, golf car, and similar sales, lease, and rental and ancillary repair and maintenance	1 per 250 sq. ft. GFA plus 1 per 2,000 sq. ft. of outdoor display area, plus 1 per employee at max shift
Light equipment sales, rental, or repair service	1 per 250 sq. ft. GFA plus 1 per 2,000 sq. ft. of outdoor display area, plus 1 per employee at max shift
Heavy equipment sales, rental or repair service	1 per 250 sq. ft. GFA plus 1 per 2,000 sq. ft. of outdoor display area, plus 1 per employee at max shift
Truck Stop, not including trailer washout	1 per 250 sq. ft. GFA plus 1 per 5,000 sq. ft. of lot area
Personal and consumer service	
Beauty salon, barbershop	1 per 250 sq. ft. GFA
Dry cleaner and laundry service	4 plus 1 per employee at max shift
Laundry (self-serve laundromat)	1 per 250 sq. ft. GFA
Fitness center, gym, health spa	1 per 150 sq. ft. GFA
Tailor	1 per 250 sq. ft. GFA
Print shop, copy center, retail shipping store	1 per 250 sq. ft. GFA
Professional Office (corporate, law, engineering, architecture, real estate, insurance, accounting, bookkeeping or similar use)	1 per 250 sq. ft GFA
Television and radio broadcast studio, offices, and production facilities	1 per 250 sq. ft GFA
Retail sales (grocery store, pharmacy/drug store, office supplies store, bakery, clothing or department store, and similar retail use)	1 per 250 sq. ft. GFA
Retail sale - intensive uses including multi-tenant commercial centers	1 per 250 sq. ft. GFA

OFF-STREET PARKING SPACES REQUIRED	
USE	**NUMBER OF PARKING SPACES REQUIRED**
Convenience store with fuel sales	1 per 250 sq. ft. GFA
Adult oriented business	1 per 250 sq. ft. GFA
Spectator sports	1 per 4 seats at max capacity
Sports and recreation, participant	1 per 4 seats at max capacity
INDUSTRIAL USES	
Animal feedlots, processing of animals or animal by-products	1 per employee at max shift
Electrical power generation (utility scale for off-site use, distribution, or sale)	1 per employee at max shift
Manufacturing, production and industrial services	1 per 1,000 sq. ft. FGA or 1 per employee at max shift, whichever is greater, unless an alternative standard is approved by the Zoning Administrator based on the operational characteristics of the use
Repair service	1 per 250 sq. ft. GFA
Research laboratory and testing	1 per 1,000 sq. ft. GFA
Storage of equipment, data and records, electronic data center, furniture and similar	1 per 10,000 sq. ft. GFA or 1 per employee at max shift, whichever is greater unless an alternative standard is approved by the Zoning Administrator based on the operational characteristics of the use
Trucking/freight terminal	"
Wholesale fuel storage, sales, or distribution	"
Warehousing and wholesaling (outdoor storage limited to licensed and operable trailers, trucks, power equipment, and shipping containers)	"
Waste related use	1 per employee at max shift
OTHER USES	
Agricultural uses and sales	1 per employee at max shift
Boarding stables and riding schools	1 per employee at max shift
Gas and electrical power distribution station	1 per employee at max shift
Mining operation, sand and gravel extraction or processing, gas or oil well, or similar mineral or earth resource extraction	1 per employee at max shift
Wireless facility	1 per employee at max shift

C. Calculation of Parking Required: In computing the number of parking spaces required, the following shall apply:

(1) *Uses Not Specifically Mentioned.* In the case of any building, structure or premises, the use of which is not specifically mentioned herein, the provisions for a use which is so mentioned, and to which said use is similar, shall apply.

(2) *Unknown Uses.* Where new buildings are proposed but the owner or developer does not wish to designate the type of use that will occupy the building, the most intensive

use possible (recognizing the use limitations of the zoning on the property) shall determine the parking requirements.

(3) *Fractional Spaces.* Any space 0.5 or more shall be considered a whole space.

(4) *Seating Capacity.* When the unit of measurement determining the number of required parking spaces is based upon the seating capacity of a structure or use, each 24 inches of pew, bench or other seating shall count as one seat.

(5) *Employees.* When the unit of measure determining the number of required parking spaces is based on the number of employees, the maximum shift or employment period during which the greatest number of employees is present at the structure or use shall be used in the computation.

(6) *Two or More Different Uses.* If a building contains two or more differing uses, the parking requirement shall be determined by the addition of the parking requirements for each use. This calculation may be modified at the discretion of the Zoning Administrator.

D. Accessibility Parking: Accessibility parking (handicapped parking) shall be provided in accordance with State and Federal law requirements, the Statewide Urban Design and Specifications (SUDAS) as maintained by the Institute for Transportation at Iowa State University, and provided spaces shall count towards the total parking requirement.

E. Gross Floor Area: The term "gross floor area" (GFA) means the area included within the exterior walls of a building or portion thereof, exclusive of vent shaft and courts and any portion of a structure above or below ground used for off-street parking, loading areas, or mechanical equipment.

F. Off-Site Parking: Off-street parking areas for residential uses shall be provided on the same lot. Non-residential uses may be permitted off-site parking areas at the discretion of the Zoning Administrator.

G. Garages and Structured Parking: Each parking space within a residential garage that is directly connected to an individual dwelling unit may count towards the fulfillment of the parking space requirement. In all other situations, each parking space within a residential garage or parking structure shall count as one-half (0.5) of a parking space for the purposes of calculating the fulfillment of the parking space requirement.

H. Tandem Parking: Tandem parking spaces, defined as a parking space that is only accessed by passing through another parking space from a street, lane, drive aisle or driveway, are not permitted and shall not be counted towards the fulfillment of the parking space requirement except when within the individual driveway of a single-family residence or manufactured home, within the individual driveway that is directly in front of a garage that is connected to an individual townhome or apartment unit, or within a parking facility when an attendant is on duty during the hours when the facility is being used. The minimum required depth of a tandem parking space is twenty (20) feet.

I. Alternate Calculations and Deferrals: At their full discretion, the Zoning Administrator may approve an alternate method for calculating the required parking for a given site including credit for shared parking between off-peak uses and parking shared at multi-tenant retail centers. The Zoning Administrator may further defer the construction of required parking to a date certain, as part of a future phase, or upon determination of need. Deferred parking must be identified upon the site plan and accommodated as part of the site plan design including storm water management.

J. Bicycle Parking: For multi-family residential and all non-residential uses, except industrial uses, bicycle racks or other form(s) of bicycle storage shall be provided to accommodate at least one (1) bicycle for every twenty (20) parking spaces provided, up to a maximum of ten (10) bicycles. Bicycle parking accommodations shall be located within reasonable proximity to the primary entrance(s) associated with any use requiring bicycle parking.

180.3 DESIGN STANDARDS. Every lot or parcel of land hereafter used as a public or private parking area, including a commercial parking lot, shall be developed and maintained in accordance with the following requirements. At the discretion of the Zoning Administrator, any design standard contained herein may be superseded by the standards contained in the Statewide Urban Design and Specifications (SUDAS) as maintained by the Institute for Transportation at Iowa State University.

1. **Access Drive and Driveways.** An access drive (or driveway) is required to provide access to all off-site parking areas and to any garage.

A. Location and Spacing: All access drives, driveways, driveway approaches shall be located and designed according to the standards as established in this Chapter and elsewhere within City Code.

B. Width: The widths of all driveway approaches shall comply with the standards as established in the City Code. The widths of all access drives and driveways shall comply with the following:

(1) *Single Family, Two-Family, and Townhouse or Row Dwellings:*

a. Where each individual dwelling unit directly fronts on a public or private street, all driveways shall be no less than eight (8) feet in width and no greater than twenty-four (24) feet in width, or the width of the garage opening(s) that face the street, whichever is greater.

b. One (1) additional wing-style parking space not to exceed fourteen (14) feet in width may be added to one side of a driveway. Lots greater than one (1) acre in size may have additional wing-style parking spaces.

c. All driveway transitions, tapers, and driveway apron improvements shall be designed and constructed in accordance with the standards established by the City and SUDAS, as applicable.

d. A driveway permit shall be required for the construction, reconstruction, expansion, or modification of any driveway serving a Single-Family, Two-Family, or Townhouse or Row Dwelling, regardless of whether the work occurs within the public street right-of-way or on private property.

(2) *All Other Uses:* All other access drives and driveways shall be a minimum 24-feet wide for two-way drives and 16-feet wide for one-way drives.

C. Parking lot interconnections required: In order to provide mutually beneficial cross circulation and access, the parking lots for adjoining similar commercial and office uses shall be interconnected unless impractical due to topography or other physical constraints of either site.

D. Paving: All driveways, access drives, and off-street parking and loading areas shall be paved with hot mix asphalt (HMA), Portland cement concrete (PCC), or pavers (including permeable pavement and paver systems). The design and construction of said pavement or pavers shall be of sufficient thickness, reinforcement, and sub-base necessary to provide a durable, dustless surface designed and rated for the traffic it is anticipated to carry. All paved areas shall be so graded and drained as to dispose of all surface water accumulation within the area and shall be so arranged and marked as to provide for orderly and safe loading or unloading and parking and storage of self-propelled vehicles. No vehicles or trailers shall be parked or stored upon an unpaved surface except as may be permitted within a designated and approved outdoor storage area.

E. Curb and Gutter: Except for individual driveways serving Single-Family, Two-Family, and Townhouse or Row Dwellings, an integral, six (6) inch tall curb of Portland cement concrete (PCC) shall be provided along the edges of all parking lots, drive aisles, loading areas, access drives, and driveways, unless an alternative design is approved by the City Engineer or Zoning Administrator due to site conditions, drainage design, or operational needs. Openings within the required curbing may be permitted for stormwater conveyance and for ramps serving sidewalks and trails. Prefabricated curbs or wheel stops are prohibited unless specifically approved.

F. Sidewalks: Except for Single-Family and Two-Family Dwellings and industrial use buildings in the BP, M-1, and M-2 zoning districts, sidewalks shall be required as necessary to connect parking areas to the building entrances. In addition, at least one sidewalk connection shall be made to the public sidewalk. All sidewalks shall be a minimum five (5) feet in width. Sidewalk adjoining parking stalls shall be widened a minimum two (2) feet in width as necessary to accommodate vehicle overhang.

G. Parking Lot Markings and Traffic Control Signage: Parking lots, drive aisles, and driveways shall be marked and signed per the standards within the Manual on Uniform Traffic Control Devices (MUTCD). The location of each parking space shall be identified by surface markings or other effective means and shall be maintained so as to be readily visible at all times.

H. Maintenance Required: All paved areas shall be properly maintained at all times, including pavement markings and traffic control signage, to permit the safe access of the site by customers, visitors, and emergency services.

I. Parking Lot Dimensional Standards: All parking spaces shall be provided in accordance with the SUDAS design standards and the standards contained herein this Chapter. Should a conflict between these standards arise, the more restrictive standard shall be applied. At the discretion of the Zoning Administrator, alternate parking stall dimensions may be approved for structured parking.

2. **Parking Area Setbacks.**

A. No parking or loading area shall be constructed within a required buffer.

B. Parking is prohibited within the required parking lot setback areas. However, parking is permitted upon the individual driveway of a Single Family, Two-Family, or Townhouse or Row Dwelling, provided no vehicle or trailer overhangs, crosses, or encroaches upon a sidewalk or street right-of-way.

C. Parking Area Setback Table. The following table identifies the setback requirements for all parking and loading areas. All setbacks are measured from edge of paving.

OFF-STREET PARKING AND LOADING AREA SETBACK TABLE											
REQUIRED SETBACKS	ZONING DISTRICT										
	A-1	R-1	R-2	R-3	R-4	C-1	C-2	MU (C-4)	BP	M-1	M-2
Front Yard Setback	30 ft	30 ft	30 ft	20 ft	30 ft	10 ft	10 ft	0 ft	10 ft	10 ft	10 ft
Side Yard Setback[1]	10 ft[2]	10 ft[2]	10 ft[2]	10 ft[2]	10 ft	10 ft	10 ft	0 ft	10 ft	10 ft	10 ft
Rear Yard Setback[3]	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft	0 ft	10 ft	10 ft	10 ft
[1]No side yard setback required between adjoining parcels that share a driveway or have interconnected parking lots.											
[2]Side yard setback is 1 ft for individual driveways of Single Family, Two-Family, and Townhouse or Row Dwellings.											
[3]Rear Yard Setback is required from any alley line. A 20 ft setback is required for garages that face an alley.											

CHAPTER 181 – OPEN SPACE, LANDSCAPING AND BUFFERING

181.1 PURPOSE AND INTENT.
181.2 APPLICABILITY.
181.3 DEFINITIONS.
181.4 OPEN SPACE AND LANDSCAPING REQUIRED.
181.5 BUFFERING.
181.6 PLANT MATERIALS STANDARDS.
181.7 PLAN SUBMITTAL REQUIREMENTS.
181.8 MODIFICATIONS.
181.9 NONCONFORMITIES.
181.10 MAINTENANCE AND REPLACEMENT.

181.1 PURPOSE AND INTENT. It is to establish the minimum regulations necessary to maintain and improve the appearance and natural character of the community with landscaping, preserve existing vegetation, reduce heat gain from large expanses of paved surfaces, reduce the impact from heavy rains and stormwater run-off, and screen and mitigate the visual, noise or other impacts of high-intensity areas of sites, buildings and land uses.

181.2 APPLICABILITY.

1. The standards of this Chapter shall apply to all new development and the redevelopment of existing sites, all site modifications including building additions and expansions, new parking lots and paved area expansions, and the subdivision of land within all zoning districts, except:

   A. Agricultural uses and single-family and two-family dwellings built or improved upon existing lots of record.

   B. Improvements or repairs to existing buildings and sites that do not result in an increase in building footprint by more than ten percent (10%), an increase in the total impervious surface area by more than ten percent (10%), or changes in use that do not result in an increase in intensity. These expansion limits cannot be exceeded by sequential improvements.

2. In cases where improvements or repairs increase the building footprint by more than ten percent (10%), increase the total impervious surface area by more than ten percent (10%), or increase the intensity of use, the intent is to bring the site into full compliance with these standards, except that the Zoning Administrator may prorate the requirements to the extent of new development on the site where full compliance is not possible or practical.

181.3 DEFINITIONS. The following terms are defined for this Chapter:

1. **"Deciduous Ornamental Tree"** means a deciduous tree (often an ornamental type tree) that reaches a mature height of less than 30 feet.

2. **"Deciduous Shade Tree"** is defined as a deciduous tree with one vertical stem or trunk which begins branching at a height of six (6) feet or more and has a distinct crown that reaches a mature height of at least 30 feet.

3. **"Evergreen / Coniferous Tree"** is defined as a tree that has needle-shaped or scale like leaves that remain green throughout the year; commonly referred to as pine, fir, and spruce trees. These trees generally reach a mature height of over 15 feet.

4. **"Invasive Plant Species"** is a plant reproducing outside its native range and outside cultivation that disrupts naturally occurring native plant communities by altering structure, composition, natural processes or habitat quality.

5. **"No Mow Grass"** is defined as a type of grass that grows slowly and does not need to be mowed frequently.

6. **"Open Space"** means any area not covered by a building, structure, parking lot, loading area, driveway, or other similarly paved area, and may include sidewalks, trails, pedestrian plazas and patios, and landscaped parking lot islands.

7. **"Ornamental Grasses"** is defined as tall perennial grasses, generally over 24-inches at mature height, that are specifically grown and cultivated for their decorative properties. Most of the commonly used ornamental grasses are non-native, introduced species such as: Feather Reed Grass, Blue Oat Grass, Switch Grass, and Fountain Grass.

8. **"Prairie Grass Plantings"** means native grasses and forbs (flowering plants) found within the native prairie environment typical for the area prior to clearance and cultivation of the land by European settlers. For the purposes of this Article, prairie plantings may contain native grasses without forbs to simplify prairie plant installation and maintenance.

9. **"Turf Grass"** means a continuous plant coverage consisting of a grass species that is mowed or maintained at an established height of 6 inches or less and can include native and non-native vegetation, e.g., Kentucky Blue Grass, Perennial Ryegrass, Tall Fescue, Fine Fescue.

181.4 OPEN SPACE AND LANDSCAPING REQUIRED.

1. **Open Space Required.** All sites shall provide no less than the minimum amount of landscaping as required for each zoning district.

2. **Landscaping Required.**

   A. Ground Cover: All area unencumbered by buildings, paving or hard-surfaced, shall be landscaped with turf grass, prairie grass plantings, plant beds, shrubs, and trees. No mow and low maintenance grasses should not be utilized within the street rights-of-way, within parking lots, and within the front yard area of any site and should be restricted to low traffic and low visibility areas or larger areas within a site intended to be preserved and maintained as a more natural area.

   B. Minimum Open Space Landscape Requirements: The following minimum open space plantings shall be required for all sites except for single-family and two-family dwellings.

(1) One (1) deciduous shade tree, two (2) deciduous ornamental trees, and two (2) shrubs shall be planted for every 2,000 square feet of required open space. However, for industrial sites on industrial zoned land exceeding twenty (20) acres in size, the total number of required plantings shall not exceed the amount that would otherwise be required for the first twenty (20) acres of site area. The minimum required landscape for all sites shall be no less than one (1) deciduous shade tree, two (2) deciduous ornamental trees, and two (2) shrubs.

(2) This landscaping is in addition to landscaping required for parking lot landscaping and open space plant materials shall not count towards the fulfillment of any other landscaping requirement.

C. Off-Street Parking, Driveways and Loading Areas: The following standards shall apply to all off-street parking and loading areas with ten (10) or more parking stalls or with more than 2,500 square feet of paved area. Off-street and loading area required plant materials shall not count towards the fulfillment of any other landscaping requirement.

(1) *Parking Lot Design.*

a. All rows of parking shall be terminated with a curbed landscaped island that is a minimum nine (9) feet wide and no less than 16 feet in length (32 feet in length for head-to-head parking stalls).

b. No off-street parking or loading area shall be more than 100 feet from a deciduous shade tree located within a landscaped open space area.

c. Sidewalks that abut the front edge of any parking stall shall be no less than seven (7) feet wide to accommodate a two (2) feet vehicle overhang.

(2) *Parking Lot Landscaping Required.*

a. All parking lot islands shall be landscaped with a combination of turf grass, prairie grass plantings, plant beds, shrubs, and trees.

b. Rock, chip brick, pavers, pavement, and similar hard surfacing shall not be used as the primary surface within a parking lot island; however, limited areas of hard surfacing may be permitted where necessary to accommodate pedestrian circulation, drainage features, tree protection, or other functional site design elements, as approved by the Zoning Administrator. Sidewalks may be constructed within a parking lot island as necessary to accommodate pedestrian circulation.

c. No less than one (1) deciduous shade tree shall be planted within each required landscaped island.

(3) *Parking Lot Screening.*

a. Whenever an off-street parking area fronts along a public street, one (1) deciduous shade tree or two (2) deciduous ornamental trees shall be planted for every forty (40) feet of frontage within the required parking lot setback area. A cluster of at least five (5) ornamental grasses and/or shrubs shall be planted for every 20 feet of frontage. The planting of trees within the City's right-of-way for streets classified as collectors and arterials may be permitted, subject to City approval and adherence to the requirements and standards outlined in Chapter 151 of the City Code.

181.5 BUFFERING.

1. **Buffers Required.** Buffers, as provided in this Chapter, are required for the following conditions. Properties separated by a public street right-of-way are not considered adjoining for the purposes of this section.

   A. Between any residentially zoned or developed property and any adjoining commercial, office, or industrial uses.

   B. Between any single-family residentially zoned or developed property and any multi-family residential use.

   C. Between any commercial or office zoned or developed property and any industrial use.

   D. Double Frontage Lots: Any proposed single-family residential lot that has both its front and rear lines abutting a street shall have a buffer from the street along its rear yard. No fences or structures shall be permitted within this buffer and the rear yard building setback shall be measured from the buffer yard line.

2. **Burden of Providing a Required Buffer.** The burden of constructing and maintaining a required buffer shall be determined as follows:

   A. In the case of a buffer required between two (2) undeveloped properties, the property with the more intensive zoning shall be burdened with the buffer requirements.

   B. In the case of a buffer required between an undeveloped and a developed property, the property proposing the development shall be burdened with the buffer requirements.

   C. In the case of a buffer required between a property proposed for redevelopment and a developed property, the property proposed for redevelopment shall be burdened with the buffer requirements.

   D. Two properties may agree to transfer or share the burden of a required buffer.

3. **General Buffer Provisions.**

   A. Required buffers shall be established by easement, restricted outlot, or, for developments subject to site plan review, shown and dimensioned on an approved site plan.

   B. All building and parking lot setbacks shall be measured from the closest edge of any required buffer yard.

   C. No structures or parking lots or loading areas may be permitted within a required buffer. Fences, sidewalks, and trails may be permitted within a required buffer except that no fence may be constructed within a buffer that fronts along a street.

   D. Buffer plantings should be in small groupings to appear more natural versus evenly spaced in a line.

   E. Earth berming required within a buffer may vary and undulate to accommodate drainage and to provide a more natural appearance and should generally be two (2) to three (3) feet in height.

4. **Buffer Options.** The following buffer options may be utilized to meet the buffering requirements of this chapter, unless an alternate standard is established by the Board of Adjustment as a condition for approval of a Conditional Use Permit conditional use or by the City Council as a condition of a rezoning or site plan approval to mitigate conditions that may otherwise be detrimental to adjoining residential properties.

   A. 15-Foot Wide Buffer:

      (1) *Minimum Width:* fifteen (15) feet.

      (2) *Landscape Requirements:* For every 25 linear feet of required buffer a minimum of 1-deciduous shade tree, 2-evergreen trees, and 6-shrubs shall be planted.

      (3) *Earth Berming Required*.

   B. 30-Foot Wide Buffer:

      (1) *Minimum Width:* thirty (30) feet.

      (2) *Landscape Requirements:* For every 25 linear feet of required buffer a minimum of 1-deciduous shade trees, 1-evergreen trees, and 3-shrubs shall be planted.

      (3) *Earth berming may be required where necessary to provide adequate visual screening, reduce noise or light impacts, address changes in grade, or enhance the effectiveness of the buffer, as determined by the approving body.*

C. Buffer Reduction: Should the burden of a buffer requirement cause a property to become practically undevelopable, at the sole discretion of the approval authority, the width of a required buffer may be reduced in lieu of the installation of additional landscaping, a minimum six (6) foot tall privacy fence or masonry screen wall, and other measures necessary to mitigate the impact on the property to be buffered.

181.6 PLANT MATERIALS STANDARDS.

1. **Plant Materials.** All plants shall be of the type and species appropriate for the climate and location being planted. All plant material shall be commercially produced and meet the minimum standards recognized by landscape professionals.

   A. To reduce the threat and impact of plant disease, multiple plant types and species shall be utilized on each site.

   B. Ornamental and prairie grass plantings must be appropriate in size, scale, quantity, and type for the location they are being placed so not to appear unkept or encroach walkways and driveways.

2. **Minimum Plant Sizes.** All plant sizes shall meet the following size and design requirements:

   A. Deciduous Shade Trees: Minimum 2.0-inch caliper, measured six (6) inches above the immediate ground level.

   B. Deciduous Ornament Trees: Minimum 1.5-inch caliper, measured six (6) inches above the immediate ground level.

   C. Evergreen / Coniferous Trees: Minimum 5-feet in height.

   D. Shrubs: Minimum three (3) gallon container.

   E. Ornamental Grasses: Minimum one (1) gallon container.

3. **Plant Locations.** All plantings shall comply with the following:

   A. In general, all plants shall be sited and spaced in a manner to allow for appropriate growth to mature size.

   B. Trees shall be located no closer than six (6) feet to the back of curb along any street or driveway and no closer than four (4) feet to the edge of any parking lot, sidewalk or walkway.

   C. Landscaping must meet minimum clearances from all fire hydrants and building sprinkler systems as required by the fire department.

   D. Deciduous shade trees shall not be placed within any public sanitary sewer, storm sewer or watermain utility easement.

E. No landscaping shall be planted in violation of the City's street intersection vision clearance requirements.

F. A permit must be obtained prior to planting any street tree or landscape material in the public right-of-way and shall comply with all City clearance and setback requirements.

4. **Plant Substitutions.** Substitution of required plant materials may be made as follows:

A. One (1) deciduous shade tree may be substituted in place of 10 required shrubs.

B. One (1) deciduous ornamental tree may be substituted in place of five (5) required shrubs.

C. One (1) evergreen/coniferous tree may be substituted in place of one (1) required deciduous shade tree.

D. One (1) deciduous shade tree may be substituted in place of two (2) required deciduous ornamental trees. Deciduous ornamental trees may not be substituted for required deciduous shade trees.

E. Three (3) ornamental grasses may be substituted for one (1) required shrub.

5. **Existing Trees and Tree Preservation Credit.** The preservation of existing trees on a site is encouraged when they are in good condition and at least 2-inch caliper in size. Such trees may be counted as part of the required number of trees on a site. A credit of two (2) trees toward the number trees shall be given for each existing tree on a site that is of the type of tree listed in the above sections which is over ten (10) inch caliper in size measured six (6) inches above the immediate ground level. However, this credit may not be applied in reducing the number of required interior parking lot trees, unless the tree is located within the parking lot area.

181.7 PLAN SUBMITTAL REQUIREMENTS.

1. **Plan Approval Required.** A landscape plan that follows the provisions of this Chapter shall be submitted as part of any application for approval of a Site Plan and as part of any application for approval of a Preliminary Plat that is for a single-family residential subdivision. No building permit shall be issued without an approved landscape plan in accordance with this Chapter.

2. **Plan Submittal Requirements.** The landscape plan shall be prepared and signed by a licensed landscape architect or other licensed professional with competency in preparing landscape plans. The plan set shall include the following:

A. Property boundary and general location of all existing and proposed structures, fences, walls, paved areas, parking lots, utilities, easements, and storm water management facilities.

B. Identification of all required Stream Buffers.

C. Existing and proposed grades.

D. Identification of all existing landscaping including whether it is to be preserved or removed.

E. Details for the methods by which existing landscaping planned to be preserved will be protected during site construction.

F. Identification of all proposed landscaping include plant species and size.

G. Identification of all proposed ground cover.

H. Width and details for all required buffers including buffer type and plant quantifies.

I. Details of all required screening.

J. Specifications for soil conditioning and plant installation.

K. Summary of the following site details:

(1) Square footage of the total site area.

(2) Sum square footage of all impervious areas.

(3) Square footage of the current and proposed building footprint area and paved areas (not including sidewalks, patios, and pedestrian plaza).

(4) Required open space calculations and square footage of open space provided.

(5) Calculation of the require landscaping and summary of landscape provided.

L. Other information as required by the Zoning Administrator.

M. The Zoning Administrator may waive any of these required elements if determined unnecessary to ensure compliance with this Chapter.

3. **Final Approval.** Prior to approval of a Final Plat for any single-family residential subdivision and prior to issuance of a Certificate of Occupancy for any building, all landscaping must be installed in accordance with the approved landscape plan. Should any of the required landscaping not be installed prior to a request for Final Plat approval or Certificate of Occupancy, due to weather conditions or time of the year, the Zoning Administrator, at their sole discretion, may accept a cash surety or performance bond as a guarantee of installation and approve the Final Plat or issue a temporary Certificate of Occupancy. The surety amount shall be no less than one and one-half (1½) times the cost of installation.

181.8 MODIFICATIONS. The Zoning Administrator may administratively review and approve requests for minor changes to any approved landscape plan, such as changes in plant materials or plant locations, provided those changes comply with the requirements of this Chapter and do not materially alter the appearance of the site.

181.9 NONCONFORMITIES. Existing developed sites seeking approval of a building permit or site plan approval for any site modifications including building additions and paving expansions shall attempt to bring the entire property into full compliance with the requirements of this Chapter. At a minimum, all new buildings, building additions, new parking lots, and new paved areas shall comply with the regulations of this Chapter. No site plan or building permit shall be approved that causes or increases a site's nonconformity with this chapter.

181.10 MAINTENANCE AND REPLACEMENT.

1. **Maintenance.** All property owners shall maintain all landscaping including regular mowing, trimming, and pruning and removal of dead, dying, or diseased plant material and keep the property clear from weeds, debris, and litter. Plant material shall be regularly trimmed and pruned to keep from encroaching sidewalks, walkways, driveway, and parking areas.

2. **Replacement.** The owner of any lot or parcel for which a landscape plan has been approved under this section shall further be responsible for the replacement of any dead, dying, or diseased plant material to remain in compliance with the approved landscape plan. Should a tree for which a landscape credit was given, die, become diseased, or is otherwise removed, the owner of the property on which the tree is located shall replace the tree at the same ratio at which the credit was originally given. Failure to maintain the landscaping in accordance with this provision shall constitute a violation of the site's site plan and/or building permit approval and certificate of occupancy.

CHAPTER 182 – BUILDING DESIGN STANDARDS

182.1 PURPOSE AND INTENT.
182.2 APPLICABILITY AND EXCEPTIONS.
182.3 DEFINITIONS.
182.4 GENERAL PROVISIONS.
182.5 BUILDING EXTERIOR FINISH MATERIALS.
182.6 STANDARDS BY BUILDING TYPE.
182.7 SUBMITTAL REQUIREMENTS.

182.1 PURPOSE AND INTENT. The purpose of this Chapter is to establish a uniform set of design standards for new development and redevelopment within the City of Bondurant. The intent of these standards is to protect property values, enhance the appearance of the community, and preserve neighborhood character.

182.2 APPLICABILITY AND EXCEPTIONS.

1. With the exception of agricultural buildings, single-family and two-family dwellings, townhomes, rowhouses, multi-family residential buildings with twelve (12) or fewer units, and city-owned parks and recreation buildings and structures, these standards and regulations contained herein this Chapter shall apply to new development, the renovation and redevelopment of existing sites and buildings, all building additions and expansions, and modifications and changes to existing building facades for all uses and districts within the City,

2. The regulations of this Chapter do apply to changes in building facades but do not apply to building facade maintenance and repair including repainting of existing painted surfaces, window, door, siding and roof replacement with identical or similar materials.

3. Building expansions or additions, including successive additions, totaling less than twenty percent (20%) of the gross floor area of the existing building may use the same or superior exterior building materials and building design that matches that of the existing building.

4. At the full discretion of the City Council, deviations from these standards may be granted in order to ensure the building or building addition is aesthetically compatible with the context of the site, the surrounding area, or the existing building design and appearance or to address the special circumstances for historic or iconic buildings and structures.

182.3 DEFINITIONS. The following terms are defined for this Chapter:

1. **"Clear Glass"** means glass windows and doorway openings with at least a seventy percent (70%) light transmittance and no visible reflective coating, coloring, or other covering. An exception is made for glass integrated with low-emissivity glass (low-e) or UV coatings or treatments.

2. **"Facade Area"** means the total exterior wall area of all vertical or near-vertical faces of a building wall four (4) feet in width or greater when viewed in elevation. Facade area shall be calculated to exclude the wall area resulting from minor projections and recessions from the predominant wall plane less than four (4) feet in depth. Facade area shall be calculated to include the area of parapets, cornices, and similar wall extensions and trim.

3. **"Fenestrations"** means window and doorway openings.

4. **"Major Facade Materials"** means any exterior finish materials that cover at least five percent (5%) of a building's facade area. Any material that covers less than five percent (5%) of a building facade area shall not be considered a "major" facade material and will not count towards meeting any requirement for use of multiple class 1, 2, 3, and/or 4 materials. A distinctly different color of fired clay brick (full brick or brick veneer) may be considered as an additional Class 1 or Class 2 material for the purposes of meeting the required minimum number of different major facade materials.

5. **"Pedestrian View Zone"** means the 8-foot-tall area of a building facade that is between two (2) feet and ten (10) feet above the adjacent sidewalk or ground level.

6. **"Primary Facade"** means all street-facing facades (i.e., all building facades that face or front along a public or private street including highways), and facades with a building's main customer entrance. Buildings may have more than one primary facade as is the case with buildings located on corner lots and double frontage lots. All other facades shall be "secondary" facades.

7. **"Secondary Facade"** means all facades that do not meet the criteria as a "primary" facade. See definition for "Primary Facade."

8. **"Street Facing Facade"** means all building facades that have frontage along or face a public or private street at an angle of forty-five (45) degrees or less from the street line. This definition includes those building facades separated from the street by a parking lot or open space. This definition does not include frontage along an internal drive that is not classified as a private street.

182.4 GENERAL PROVISIONS.

1. **Four-Sided Architectural Design Required.** Buildings shall incorporate four (4) sided architecture. Architectural elements (horizontal or vertical) shall extend around the building and utilize the same, compatible, or complementary materials on all building facades.

2. **Base, Body, and Top Required.** Buildings shall clearly express a base, a body, and a top. Transitions from between the base, body, and top shall be accomplished by a change in wall plane, roof overhang, and/or a change in building materials or color. The City Council may waive this requirement based upon the building's architectural style, use, or other factors deemed relevant.

3. **Wall and Roof Articulation Required.** Buildings shall have regular variations and changes (articulations) in the wall planes, roof lines, and roof slopes. The minimum wall and roof articulation requirements are provided in Section 182.6 herein this Chapter.

   A. Examples of wall articulation methods include but are not limited to:

(1) Provide projections or recesses in the wall plane of at least two (2) feet in depth.

(2) Use of columns, piers, pilasters or other equivalent structural and/or decorative elements that project at least two (2) feet beyond the wall plane in a manner that complements the overall aesthetic appearance of the building.

B. Examples of roof articulation methods include but are not limited to:

(1) A change in direction of the roof pitch or slope.

(2) The raising or lowering of the parapet wall, if applicable.

(3) The use of a tower element or other similar building feature.

4. **Standards for the Application of Exterior Building Materials on Primary Facades.**

A. Multiple Facade Materials: The use of multiple facade materials is encouraged. Where multiple façade materials are required or provided pursuant to this Chapter, transitions from one wall material to another shall occur along a level horizontal or vertical line.

B. Application of Brick and Stone Masonry: Heavy exterior materials, such as any type of brick or stone masonry, shall be applied so as to acknowledge its historic use as a building foundation and structural material. Brick or stone masonry that appears to be unsupported or 'float' within a facade shall not be permitted, e.g., stone applied to a roof dormer or stone placed directly above doors/windows without a supporting lintel above the door/window.

C. Exterior Insulation and Finish Systems (EIFS): Subject to the provisions of Section 182.6 herein this Chapter, the use of Exterior Insulation and Finish System (EIFS) on a building facade is permitted above the first ten (10) feet of the building finished floor elevation for a single-story building and is permitted on those floors above the first-floor elevation for a multi-story building.

D. Thin Brick and Stone Masonry Veneer: Thin brick or stone masonry veneer, including brick and stone paneling, shall comply with the following:

(1) Thin brick and stone masonry veneer systems shall be of high architectural quality and installed in accordance with industry-recognized best practices and manufacturer specifications by a qualified contractor experienced in masonry veneer installation.

(2) Thin brick and stone masonry veneer or paneling shall only be used in applications where the apparent thickness of the bricks or stones will not be distinguishable or is otherwise addressed by adjustments in the wall plane to simulate the appearance of full depth brick or stone.

(3) 'L' shaped brick/stone corner pieces and full-depth brick/stone caps shall be utilized at all corners and edges to maintain the appearance of full-depth brick/stone.

(4) Thin brick and stone masonry veneer or paneling shall be continued (returned) a minimum of twelve (12) inches around all wall corners to further maintain the appearance of full-depth brick or real stone and shall be terminated at a ninety-degree (90°) angle inside corner along the given facade.

5. **Use of Trim on Primary Facades.** Appropriately scaled trim shall be included around all window and door openings, building corners, roof lines, and facade material transitions located on primary facades, unless the use of trim is considered inappropriate based on the building's architectural style.

6. **Franchise Building Architecture Prohibited in the MU Zoning District.** Within the MU (Mixed-Use) District, buildings shall not utilize franchise or trade-marked building forms, standardized architectural prototypes, or integral building shapes that are readily identifiable with a specific commercial franchise or chain..

7. **Application of Windows and Doors on Commercial Storefronts.** All commercial, retail, and mixed-use building facades that face a public or private street shall conform with the following standards:

A. Fenestrations with clear glass shall occupy no less than forty percent (40%) of the pedestrian view zone.

B. All doors, including any overhead doors located within the pedestrian view zone of the building façade, shall contain no less than seventy-five percent (75%) of the total door area comprised of clear glass. Service, utility, emergency exit, and staff-only doors are exempt from this requirement.

C. Applicability and Exceptions.

(1) For developments located on corner lots or through lots, the standards of this section shall apply to one (1) street-facing building façade only, except within the MU (Mixed-Use) District, where the pedestrian view zone requirements shall apply to all street-facing building façades.

(2) Buildings exceeding twenty-five thousand (25,000) square feet in gross floor area shall be exempt from the requirements of this section.

8. **Overhead Doors.** Street facing overhead doors (garage doors) are discouraged. Any street facing overhead door that is not otherwise part of a commercial storefront and regulated by subsection 7 hereinabove, shall have no less than fifty percent (50%) clear glass and shall be recessed a minimum of eighteen (18) inches into the building wall plane or be otherwise architecturally integrated into the facade through framing, pilasters, or other architectural features that provide equivalent visual depth. This provision shall not apply to industrial buildings located within an industrial zoning district.

9. **Awnings and Canopies.** Awnings and canopies are encouraged but must be functional, provide shade and shelter to the building entry, be designed in scale and proportion to the mass of the building, and constructed of high-quality and durable building materials.

10. **Building Mounted Equipment Screening Required (Roof-Top and Exterior-Mounted Mechanical Equipment).** All exterior-mounted and all roof-top building HVAC and mechanical equipment shall be located out of view or otherwise screened from view from all adjacent public or private streets and residential developed or zoned properties. Screening shall be accomplished via landscaping, walls, and building elements or screen walls, or a combination of these methods. For roof-top equipment not adequately screened by the parapet, a supplementary screen shall be provided by the use of prefinished architectural metal panels, stucco panels, masonry walls, or similar building materials. The height of the screen shall be no lower than the height of the equipment. The above provisions shall not apply to photovoltaic solar energy panels.

11. **Design Standards for Buildings in the MU Zoning District.** All buildings constructed, reconstructed, or expanded within the MU (C-4) Zoning District should reinforce the surrounding historic downtown character through a strong street presence, minimal front setbacks, sidewalk-oriented entrances, and pedestrian-scaled architectural detailing at the ground level.

182.5 BUILDING EXTERIOR FINISH MATERIALS. For the purposes of this Chapter, exterior building materials shall be divided into the following four class ranges by materials category. The range starts with Class 1 being the top-quality, very durable materials and ends with Class 4 being lower-quality, less durable materials. All materials must be utilized in the application as intended by the manufacturer and follow proper installation requirements and standards, including management of water migration and installation of appropriate substrate material. The Zoning Administrator may categorize a building material not listed below if they determine that the new material is of similar or higher quality to other materials in the same category with regard to durability, quality, and appearance.

BUILDING EXTERIOR FINISH MATERIALS CLASSIFICATION TABLE					
	Class 1	Class 2	Class 3	Class 4	Definitions
Masonry					
Brick veneer, fired clay	X				Fired clay brick, full-veneer masonry wall system
Brick veneer (thin), fired clay		X			Thin veneer fired clay brick adhered to a wall surface or wall anchoring system, with the appearance of full brick
Brick paneling, fired clay		X			Prefabricated panels of thin veneer fired clay brick
Brick veneer, synthetic			X		Synthetic bricks adhered to wall surface or wall anchoring system
Brick paneling, synthetic			X		Prefabricated panels of synthetic brick adhered to a wall surface or wall anchoring system
Terracotta rainscreen panels	X				Fired clay panels with a rainscreen wall anchoring system
	Class 1	Class 2	Class 3	Class 4	Definitions
Stone					
Stone veneer, natural	X				Genuine stone, full-veneer masonry wall system
Stone paneling, natural		X			Prefabricated panels of genuine stone adhered to wall surface or wall anchoring system
Stone veneer, synthetic		X			Synthetic stone adhered to wall surface or wall anchoring system (also referred to as cultured stone)
Stone paneling, synthetic		X			Prefabricated panels of synthetic stone adhered to a wall surface or wall anchoring system (also referred to as cultured stone)
	Class 1	Class 2	Class 3	Class 4	Definitions
Concrete Masonry Units					
Cast Stone	X				A highly refined architectural precast concrete masonry unit intended to simulate natural-cut stone
Burnished / ground-faced block		X			Concrete modular blocks, smooth finish with large aggregates visible or polished finish and with mortared joints
Patterned or shaped block			X		Concrete modular blocks, face surface has pattern or shape, not flat, and with mortared joints
Split-faced block			X		Concrete modular blocks, rough, split-faced finish, and with mortared joints
Plain, flat-faced block				X	Concrete modular blocks, plain, flat finish, and with mortared joints

BUILDING EXTERIOR FINISH MATERIALS CLASSIFICATION TABLE					
	Class 1	Class 2	Class 3	Class 4	Definitions
Concrete					
Architectural quality precast concrete panels	X				Highest finish precast concrete panels, textured or burnished, and integrally colored - not painted
Cast-in-place concrete, board formed or decorative form liner		X			Architecturally designed cast-in-place concrete with a high-quality patterned or textured surface created by board forms or decorative concrete form liners
Cast-in-place concrete, plain			X		Textured or smooth finish, may be painted
Site cast and precast concrete panels			X		Site cast and precast concrete panels, plain, smooth finish, may be painted
	Class 1	Class 2	Class 3	Class 4	Definitions
Metal					
Architectural quality, composite metal wall panel systems	X				High quality insulated metal panels for decorative surface application, such as *Alucobond* panel systems
Architectural quality metal wall panel systems, concealed fastening		X			High quality metal panels for decorative surface application with concealed fasteners, such as *Firestone Delta*
Architectural quality metal wall panel systems, exposed fastening			X		High quality metal panels for decorative surface application with exposed fasteners, such as *Firestone Omega*
Metal (panels, siding, and trim)				X	Standard, non-insulated, metal siding and panels, including corrugated, galvanized, painted or coated for exterior application

BUILDING EXTERIOR FINISH MATERIALS CLASSIFICATION TABLE					
	Class 1	Class 2	Class 3	Class 4	Definitions
Glass					
Clear glass (windows, doors, curtain walls, paneling systems)	X				Clear glass with at least a 70% light transmittance no visible reflective coating, coloring, or other covering (not including low-e or UV coatings or treatments).
Glass blocks			X		Hollow translucent block of varying shapes and sizes made entirely from glass. Also, known as glass brick.
Mirrored glass				X	Glass with a reflective or mirrored coating or finish.
Opaque or tinted glass (including color applied)			X		Glass with a tinted or colored coating or finish or otherwise treated to produce a tint that reduces its opacity.
Spandrel Glass	X				Opaque glass panels with a fire-fused ceramic frit paint; typically used between vision areas of windows to conceal structural columns floors and shear walls.
Fritted or Frosted Glass			X		Glass fused with colored particles or ink.
	Class 1	Class 2	Class 3	Class 4	Definitions
Other Materials					
Architectural quality fiber cement wall panels textured to resemble stone or metal	X				The highest quality fiber cement wall panel systems textured to resemble stone or metal with concealed fasteners – such as *Nichiha* .
Stucco, genuine	X				Traditional Portland cement-based stucco applied in 3 coats over a solid surface.
Wood (panels and siding)			X		Authentic hardwood or exterior rated, rot-resistant wood paneling and siding.
Cement fiber board (siding)			X		Cement siding reinforced with cellulose fibers, such as *HardiePlank* .
Cement fiber board (panels)		X			Cement panels reinforced with cellulose fibers, such as and *HardiePanel* .
Exterior Insulation and Finish System (EIFS)			X		Polystyrene foam covered with a synthetic stucco, water-managed and exterior rated.
Composite wood (panels, siding, and trim)			X		Composite or other synthetic wood types, such as *LP SmartSide* and *Trex* decking.
Vinyl and PVC (panels, siding, and trim)				X	Exterior siding and trim that is made from a synthetic resin or plastic - minimum thickness 0.46 mm.
Ceramic			X		Ceramic tile adhered to a wall surface or wall anchoring system.
Translucent wall panel systems			X		Panels or blocks, typically hollow, made of translucent polycarbonate material - such as *Kalwall* .
Fabric			X		Exterior rated and UV protected fabric. Limited for use in building awnings only.

182.6 STANDARDS BY BUILDING TYPE.

1. **Building Use Types.** For the purposes of this Chapter, all buildings subject to these standards shall be categorized in the following building use types. Any building type not listed or any question as to the appropriate categorization of a building shall be as determined by the Zoning Administrator. The building design standards shall be regulated by both building use type and the zoning district in which the building is located. All accessory buildings and structures shall comply with the design standards required of the principal building.

   A. Agricultural Buildings: Includes agricultural use related buildings in the A-1 zoning district.

   B. Single-Family and Two-Family Dwellings: Includes accessory dwellings and group homes.

   C. Horizontally Attached Residential Dwellings: Includes townhouse and row dwellings.

   D. Vertically Attached Residential Dwellings: Includes apartments, condos, assisted living, skilled care facilities, and continuing care retirement facilities.

   E. Non-Residential Buildings in a Residential Zoning District: Includes public and private schools, churches, places of assembly, community centers, community food and personal support services, cultural facilities, funeral homes and mortuaries, libraries, public facilities, and government buildings.

   F. Commercial/Retail Buildings: Includes single and multi-tenant commercial buildings, day care centers, restaurants, financial institutions, hotels, motels, and recreational and entertainment buildings.

   G. Office and Civic Buildings: Includes single and multi-tenant office buildings and, when in non-residential zoning districts, schools, churches, places of assembly, community centers, community food and personal support services, cultural facilities, funeral homes and mortuaries, libraries, public facilities, and governmental buildings.

   H. Mixed-Use Buildings: Includes multi-story buildings that contain two (2) or more different uses such as residential and retail and/or office uses. This further includes all buildings within the MU (C-4) zoning district.

   I. Industrial Buildings: Includes buildings or structures constructed for an industrial use and located within the BP, M-1, or M-2 zoning districts, but does not apply to development within the M-2 zoning district if the gross floor area of the building is in excess of 150,000 square feet per floor.

2. **Buildings Design Standards by Building Use Type.** The following table provides the building design standards for each building use type as defined herein this Chapter.

BUILDING DESIGN STANDARDS BY BUILDING USE TYPE TABLE				
Building Use Type	**Major Façade Materials**	**Wall Articulation**	**Roof Articulation**	**Entryways**
Vertically Attached Residential Buildings with 13 or More Dwelling Units	Each primary façade shall have no less than 3 different Class 1 or 2 building materials together comprising at least 1/2 of the façade area.	The Primary façade shall have a wall articulation (as provided herein Section 182.4) no less than once every 80 feet in wall length.	Street facing roofs shall not exceed 100 feet without a change in the roof articulation.	Elevated and open walkways and stairways are prohibited.
	Each secondary façade shall have no less than 3 different Class 1, 2, or 3 building materials.			All main building entries must be covered, either through a projection or a recession in the wall plane.
	Class 4 façade materials shall not be permitted on any primary or secondary façade area except as a minor trim element.			
Building Use Type	**Major Façade Materials**	**Wall Articulation**	**Roof Articulation**	**Entryways**
Non-Residential Buildings in a Residential Zoning District	Each primary façade shall have no less than 3 different Class 1 or 2 building materials together comprising at least 1/2 of the façade area.	The Primary façade shall have a wall articulation (as provided herein (as provided herein Section 182.4) no less than once every 60 feet in wall length.	Street facing roofs shall not exceed 100 feet without a change in the roof articulation.	All main building entries must be covered, either through a projection or a recession in the wall plane.
	Each secondary façade shall have no less than 3 different Class 1, 2, or 3 building materials.			
	Class 4 façade materials shall not be permitted on any primary or secondary façade area except as a minor trim element.			

BUILDING DESIGN STANDARDS BY BUILDING USE TYPE TABLE				
Building Use Type	**Major Façade Materials**	**Wall Articulation**	**Roof Articulation**	**Entryways**
Commercial / Retail Buildings	Each primary façade shall have no less than 3 different Class 1 or 2 building materials together comprising at least 1/2 of the façade area. Each secondary façade shall have no less than 3 different Class 1, 2, or 3 building materials. Class 4 façade materials shall not be permitted on any primary or secondary façade area except as a minor trim element.	The Primary façade shall have a wall articulation (as provided herein (as provided herein Section 182.4) no less than once every 60 feet in wall length.	Street facing roofs shall not exceed 100 feet without a change in the roof articulation.	All main building entries must be covered, either through a projection or a recession in the wall plane.
Building Use Type	**Major Façade Materials**	**Wall Articulation**	**Roof Articulation**	**Entryways**
Office and Civic Buildings	Each primary façade shall have no less than 3 different Class 1 or 2 building materials together comprising at least 1/2 of the façade area. Each secondary façade shall have no less than 3 different Class 1, 2, or 3 building materials. Class 4 façade materials shall not be permitted on any primary or secondary façade area except as a minor trim element.	The Primary façade shall have a wall articulation (as provided herein Section 182.4) no less than once every 80 feet in wall length.	Street facing roofs shall not exceed 100 feet without a change in the roof articulation.	All main building entries must be covered, either through a projection or a recession in the wall plane.

BUILDING DESIGN STANDARDS BY BUILDING USE TYPE TABLE				
Building Use Type	**Major Façade Materials**	**Wall Articulation**	**Roof Articulation**	**Entryways**
Mixed-Use Buildings and Buildings within the MU (C-4) Zoning District	Each primary façade shall have no less than 3 different Class 1 or 2 building materials together comprising at least 3/4 of the façade area. Each secondary façade shall have no less than 3 different Class 1, 2, or 3 building materials. Class 4 façade materials shall not be permitted on any primary or secondary façade area except as a minor trim element.	The Primary façade shall have a wall articulation (as provided herein (as provided herein Section 182.4) no less than once every 60 feet in wall length.	Street facing roofs shall not exceed 100 feet without a change in the roof articulation.	All main building entries must be covered, either through a projection or a recession in the wall plane.
Building Use Type	**Major Façade Materials**	**Wall Articulation**	**Roof Articulation**	**Entryways**
Industrial Buildings (BP Zoning District)	Each primary façade shall have no less than 2 different Class 1 and 2 building materials together comprising at least 1/4 of the façade area. Class 4 façade materials shall not be permitted on any primary or secondary façade area except as a minor trim element.	The Primary façade shall have a wall articulation (as provided herein (as provided herein Section 182.4) no less than once every 150 feet in wall length.	n/a	n/a

BUILDING DESIGN STANDARDS BY BUILDING USE TYPE TABLE				
Building Use Type	**Major Façade Materials**	**Wall Articulation**	**Roof Articulation**	**Entryways**
Industrial Buildings (M-1 Zoning District)	Each primary facade shall have no less than 2 different Class 1 or Class 2 building materials, together comprising at least 1/4 of the facade area.	n/a	n/a	n/a
Industrial Buildings (M-2 Zoning District) (does not apply to development within the M-2 zoning district if the gross floor area of the building is in excess of 150,000 square feet per floor)	Each primary facade shall have no less than 2 different Class 1 or Class 2 building materials, together comprising at least 1/4 of the facade area.	n/a	n/a	n/a

182.7 SUBMITTAL REQUIREMENTS. Prior to the approval of any building permit or site plan application for a new building, building addition, or building renovation that is subject to the provisions of this Chapter, the application shall provide to the Zoning Administrator the following:

1. Elevations and dimensions of all sides of existing and proposed buildings, including roof mechanical equipment, vents, chimneys, or other projecting items above the roof line.

2. Elevations and dimensions of all existing or proposed solid waste and recycling containment areas.

3. Detailed exterior descriptions, including type and color of all exterior building materials, awnings, exterior lighting, mechanical screening material, fencing, metal flashing and the like.

4. Detailed cut sheets of all proposed exterior light fixtures and an exterior lighting photometric plan, if required by the Zoning Administrator.

5. In order to aid in evaluating the exterior design, the applicant shall submit plan views showing, if applicable, the locations of windows and doors, major entrances, recessions and projections from the principal planes of facades, loading docks, outdoor storage areas, and solid waste and recycling containment areas.

6. Heating, air conditioning and ventilating and electrical equipment heights, locations and screening materials.

7. Exterior building and finish material samples and color pallets, if required by the Zoning Administrator.

8. Other information as may be required by the Zoning Administrator. The Zoning Administrator shall further have the discretion to waive any of the above submittal requirements.

CHAPTER 183 – SIGN REGULATIONS

183.1 TITLE.
183.2 PURPOSE AND INTENT.
183.3 SEVERABILITY.
183.4 DEFINITIONS.
183.5 GENERAL REQUIREMENTS.
183.6 PROHIBITED SIGNS.
183.7 EXEMPTIONS TO SIGN PERMIT REQUIREMENT.
183.8 SIGN TYPES.
183.9 SIGN REGULATIONS.
183.10 SIGN DESIGN STANDARDS.
183.11 ENFORCEMENT AUTHORITY.
183.12 PERMIT REQUIRED.
183.13 NONCONFORMING SIGNS.
183.14 VARIANCES AND APPEALS.

183.1 TITLE. This chapter shall be known as the "Sign Regulations" for the City of Bondurant, Iowa, and may be cited as such and will be referred to herein as "this Chapter." This Chapter is adopted as part of the City's Zoning Code per Iowa Code Chapter 414. Hereafter no sign shall be erected, constructed, altered, or modified except as regulated by the provisions of this Chapter.

183.2 PURPOSE AND INTENT. The purpose of this Chapter is to provide minimum standards to safeguard life, health, property, and public welfare by regulating and controlling the design, quality of materials, construction, location, electrification, illumination, and maintenance of all signs and sign structures not located inside a building. The provisions of this Chapter are intended to encourage opportunity for effective, aesthetically compatible, and orderly communications by reducing confusion and hazards resulting from unnecessary or indiscriminate use of communications facilities. It is the further intent of this chapter to regulate signs by their physical characteristics and not by their message.

183.3 SEVERABILITY. If one or more provisions of this chapter is found by a court of jurisdiction to be unlawful, invalid, unenforceable, or preempted by applicable state or federal law or regulations, such provisions are deemed to be severed from this chapter. The remaining provisions of this Chapter remain in full force and effect.

183.4 DEFINTIONS. For the purposes of this Chapter, the following terms are as defined herein.

1. **"A-Frame sign"** means a small, free-standing and portable sign that is typically designed as either A or T framed and to be used on daily basis and only during business hours. These signs are also referred to as a "sandwich board" sign or a "sidewalk" sign.

2. **"Animated sign"** means any sign with actual motion, the appearance or illusion of motion, or light or color changes by mechanical or electrical means.

3. **"Air-Activated Graphics"** means a sign, all or any part of, which is designed to be moved by action of forced air so as to make the sign appear to be animated or otherwise have motion.

4. **"Awning"** means any structure made of cloth type materials or metal with a metal frame attached to a building and projecting over a thoroughfare.

5. **“Bag sign”** is a sign made out of fabric, canvas or other flexible substrate, and designed to temporarily cover an existing, permanent sign of any kind, as to convey a different message for a short period of time of no more than 30 days.

6. **“Balloon sign”** is a sign that is an air-inflated or gas-inflated object, which may be of various shapes, made of flexible material meant to be inflated. Balloon signs can be resting on the ground or a structure and equipped with a portable blower, or inflated with a gas lighter than air and meant to float or hover at an altitude of no more than 25 feet while securely attached to the ground. See also the definition for air-activated graphics.

7. **"Banner sign"** is a sign composed of fabric or other flexible substrate that is fastened to the exterior of a building, exterior structure, wall, post, or similar upright structure and secured by all four corners so as to limit movement of the sign caused by movement of the atmosphere.

8. **"Billboard"** means a flat surface on which an off-premise, commercial message or messages are displayed with the intent to be visible from a public street or highway.

9. **“Blade sign”** means a rigid projecting or suspended sign that is perpendicular to the building facade, that is mounted below the awning, canopy, or other first floor overhangs and/or over the building or store entryway and for which the primary audience is pedestrians.

10. **"Building sign"** means a sign which is wholly supported by the building wall, parallel to the plane thereof, and which does not extend beyond the surface of said building wall more than twelve (12) inches. This definition includes walls signs, awning signs, canopy signs, fascia signs, parapet signs, painted signs, and window signs as may be defined herein this Chapter. Internally illuminated color panels, strips, or bands and neon lighting shall be considered building signs.

11. **“Business”** means a place where different types of trade, commerce, etc., is carried on, usually under the ownership of one person, company or partnership.

12. **“Canopy”** means any structure, other than an awning, made of cloth type materials or metal with metal frames attached to a building, projecting over a thoroughfare, and carried by a frame supported by the ground or sidewalk.

13. **“Canopy sign”** is a building sign attached to or in any way incorporated with the face or underside of a canopy, marquee, or any other similar building projection, and which does not extend beyond the projection more than six inches.

14. **"Changeable message sign”** means a sign that has the capability of sign copy being changed manually or mechanically.

15. **“Clear Vision Zone”** means the clear vision zone required at street intersections as defined and required in Section 179.4 of the Zoning Code.

16. **“Commercial sign”** means any sign not defined herein as a “non-commercial sign.”

17. **“Corporate flag”** means a flag, other than a government flag, that contains a logo, corporate name, or other identification.

18. **"Directory sign"** means a permanent diagrammed representation located near the entrance of a complex which shows the location and address of the unit designations within a complex.

19. **"Electronic message center"** means a sign that is electronically or electrically controlled that displays a message center or reader board composed of a series of lights that may be changed through electronic means including LED or LCD displays.

20. **“Feather sign”** is a temporary sign constructed of cloth, canvas, plastic fabric, or similar lightweight, non-rigid material and supported by a single vertical pole mounted into the ground or on a portable structure.

21. **"Flag"** means any fabric, banner or bunting containing words, numbers, colors, patterns or symbols, or logos.

22. **"Free standing signs,"** means any sign which is self-supported by one or more uprights or braces in or upon the ground and not attached to any building or wall.

23. **“Facing or surface”** means the surface of the sign upon, against or through which the message is displayed or illustrated on the sign. The square footage of a sign, wherever the same is required to be computed for the purposes of this Chapter, shall be determined by computing the square footage of the facing or surface of such sign.

24. **“Government flag”** means any fabric, banner or bunting containing words, numbers, colors, patterns or symbols, used as a symbol of a government or political subdivision, including flags of the United States, the State, the City, foreign nations having diplomatic relations with the United States, and other flags adopted or sanctioned by an elected legislative body of competent jurisdiction.

25. **“Government sign”** means any type of sign that is constructed, placed or maintained by or at the direction of the federal, state, county, or local government. Examples include traffic control and safety signs and devices, public notices and informational signs, all public parks and public facilities signs, and directional and identification signs such as tourist oriented directional signs approved and placed by the Iowa Department of Transportation, memorial plaques, signs of historical interest, signs designating hospitals, libraries, public parks, schools, colleges, airports, and other institutions or places of public interest or concern.

26. **“Ground sign,”** see “free-standing sign.”

27. **“Illuminated sign”** means any sign which has characters, letters, figures, designs or outlines illuminated by electric lights or luminous tubes as a part of the sign proper.

28. **"Internal sign"** means any free standing sign that is oriented internally and intended to convey messages to internal users of a site and not designed, located, or otherwise intended to convey messages to persons off-site. Examples include directional or wayfinding signs, traffic directions and signs that provide parking instructions, security warning signs, business

directories, or similar communications that are accessory to the use of the site and any building located thereon.

29. **"Logo"** means a stylized group of letters, words, symbols, or combination thereof used to identify and represent a business, organization, group, team, or product and to differentiate it from others.

30. **"Marquee"** means any hood or awning of permanent construction projecting from the wall of a building above an entrance and extending over a thoroughfare.

31. **"Mobile sign"** means a sign mounted, affixed, painted, wrapped, or otherwise displayed on a vehicle, trailer, or wheeled structure that is not operated primarily for the transportation of persons or goods, or that is parked, placed, or positioned primarily for the purpose of displaying advertising or promotional messages rather than for normal vehicle operation.

32. **"Monument ground sign"** means a free-standing sign which is anchored to the ground by means of a solid structure (normally concrete or masonry) with a low profile, which has a monolithic or columnar line and which maintains essentially the same contour from grade to top with the base of the sign being a minimum of 80% of the width of the widest component of the sign. Said signs may be doubled-sided, perpendicular or parallel to the adjoining roadway but in no case shall consist of more than 2 sign faces. The sign face shall cover no more than 80% of the total surface of the structure.

33. **"Non-commercial sign"** means any sign containing an ideological, political issue, religious or other message not related to the promotion of a commercial or business activity. All signs not defined as a "non-commercial sign" shall be defined as a "commercial signs."

34. **"Off-premises sign"** means a commercial sign installed, erected, constructed, or hung on a site or property that is not appurtenant to the use of, products or services being sold on, work being performed on, or the sale, lease, or rental of the land or buildings on which the sign is located, sometimes referred to as a billboard. This definition does not include non-commercial signs.

35. **"On-premises sign"** means a sign installed, erected, constructed, or hung on a site or property that is appurtenant to the use of, products or services being sold on, work being performed on, or the sale, lease, or rental of the land or buildings on which the sign is located.

36. **"Panel sign"** means a sign consisting of a frame covered by a translucent material which may be internally illuminated. The entire sign structure is one unit and the copy is not intended to include three-dimensional individual letters.

37. **"Permanent sign"** means a sign constructed of durable materials and attached, painted, erected, or affixed to a wall or imbedded in or constructed on a foundation in the ground, that does not allow removal without special tools or equipment and which is intended to exist on more than a temporary basis for more than six (6) months.

38. **"Pole sign"** means a free-standing sign that is supported by one or more uprights not attached to, or braced by, any other structure.

39. **"Political issue sign"** means a sign announcing, promoting (for or against), or drawing attention to any personal or political issue or candidate(s) seeking public political office.

40. **"Portable sign"** means a free-standing sign not permanently anchored or secured to the ground or any building or wall, which may be moved from place to place, including, but not limited to, signs design to be transported by means of wheels, and is not expressly permitted under this Chapter as a temporary sign.

41. **"Projected-image sign"** means a sign which involves an image projected on the face of a wall, structure, sidewalk, or other surface, from a distant electronic device, such that the image does not originate from the plane of the wall, structure, sidewalk, or other surface.

42. **"Projecting sign"** means any sign which is attached to a building or other structure and extends more than 12 inches beyond the building.

43. **"Public school district sign"** means any type of sign that is constructed or placed by a public school district on property owned or leased by that public school district.

44. **"Raceway"** means an enclosed channel designed expressly for holding wires, cables, or bus bars on which a sign is mounted.

45. **"Raceway, pan style"** is a sign raceway that is shaped and contoured to follow the outline of the sign to which is mounted to the raceway.

46. **"Roof sign"** means any sign erected, constructed and maintained wholly upon or over the roof of any building with the principal support on the roof structure.

47. **"Sandwich sign"** see "A-Frame sign."

48. **"Sidewalk sign"** see "A-Frame sign."

49. **"Sign"** means any kind of surface, object, structure or lettering in which a message is conveyed, or attention is gained by any means, static or dynamic, permanent or temporary, by any length of time to advertise or promote the interests of any person when the same is placed out-of-doors in view of the general public.

50. **"Sign area"** means that area of a sign's exposed facing, determined by the Zoning Administrator using actual dimensions where practical, or approximate dimensions when irregularity of a sign shape warrants. Such area shall be measured using one of the area calculation formulas as provided herein this Chapter.

51. **"Sign copy"** means words, letters, logos figures, symbols, illustrations, or patterns that form a message or otherwise call attention to a business, product, service, or activity, or to the sign itself.

52. **"Temporary sign"** means any yard sign, bag or banner covering a permanent sign, or other sign, banner, pennant, valance or advertising display constructed of vinyl, cloth, canvas, light fabric, cardboard, plywood, wallboard, or other light materials, with or without frames,

intended to be displayed for a short period of time only and in no case displayed for more than 6-months.

53. **"Trailer sign"** see "mobile sign."

54. **"Vehicle sign"** see "mobile sign."

55. **"Wall sign"** means any flat sign of solid face construction which is placed against a building or other structure and attached to the exterior front, rear or side wall of any building or other structure.

56. **"Window sign"** means a sign posted, painted, placed, adhered, or affixed to the outside surface a window or door so to be visible from the exterior of the building.

57. **"Work of art"** means any mural painting or decoration, inscription, mosaic, painted glass, base-relief, or other similar art form of a permanent character that is intended for decoration, ornament, or commemoration and that is applied to, placed upon, or erected on any lot or parcel or wall of any building or structure. A work of art shall not incorporate logos, advertisements, or other commercial speech nor shall a work of art contain images, letters, symbols or other representations designed to identify or market any commercial activities contained upon the site on which it is located.

58. **"Yard sign"** means a temporary, free-standing sign made of rigid materials that is supported by a frame, one or more poles or posts, or other support structure placed directly in the ground without foundation or other anchor. These signs may be single or double-sided (back-to-back).

183.5 GENERAL REQUIREMENTS.

1. **General Provisions.**

   A. No sign shall be allowed except as permitted by this Chapter.

   B. No person shall install, erect, construct, hang, or alter any sign within the City without first obtaining from the City a Sign Permit, unless such sign is otherwise exempt under this Chapter.

   C. No person shall replace the sign copy or sign face without first obtaining from the City a Sign Permit, unless such sign is otherwise exempt under this Chapter.

   D. Any permanent or temporary commercial sign allowed in this Chapter may be utilized as a non-commercial or political issue sign subject to the regulations contained herein.

2. **Vision Clear Zone.** No sign shall be located within the clear vision zone of a street intersection as defined in Section 179.4 of the Zoning Code. No sign shall be located so that the safety of a moving vehicle or pedestrian will be impaired by obscuring a driver's or pedestrian's vision.

3. **Adequate Design and Construction.** All signs and other advertising structures shall be designed and constructed to withstand a wind load and deadload as required in the Building Code or other ordinances of the City of Bondurant.

4. **Sign Maintenance.** All signs and sign structures shall be properly maintained and kept in a safe, orderly condition. In addition, all parts and supports shall be properly painted. Any sign or sign structure which is rotted, unsafe, deteriorated, defaced, or otherwise altered, shall be repainted, repaired, or replaced by the property owner or agent of the owner of the property upon which the sign is located, within thirty (30) days after written notice by the City.

5. **Interference.** No sign or attachment thereto shall be erected, placed or maintained by any person in such a manner as to interfere with the effective use of firefighting equipment or personnel, or any overhead electrical power, telephone, fiber optic, or cable wires or supports thereof.

6. **Placement.** No sign shall be erected, painted, attached or in any other way displayed on rocks, fences, trees, or any other public or private property not specifically meant to advertise.

7. **Safe Ingress and Egress.** No sign or part thereof shall be erected or maintained to prevent or deter free ingress and egress from any door, window, or fire escape. No sign or sign structure shall be attached to a standpipe or fire escape.

8. **Clearance from Electric Lines.** A clearance of not less than eight (8) feet horizontally and twelve (12) feet vertically shall be maintained between any sign and any overhead electrical transmission line.

9. **Illumination.** All externally illuminated signs shall be constructed to direct the source of light away from adjacent properties or public streets.

10. **Free-Standing Sign Height Calculation.** The height of free-standing signs (including all temporary and permanent signs) shall be computed to be the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to mean the newly established grade after construction, exclusive of any filling, berming, mounding or excavating solely for the purpose of locating the sign.

11. **Free-Standing Sign Setback Measurement.** The sign setback for free-standing signs (including all temporary and permanent signs) shall be measured from the nearest edge of the sign.

183.6 PROHIBITED SIGNS. The following signs shall not be permitted, erected or maintained on any property within the City, unless located within the confines of a building, or not visible from outside the premises of the lot in which the sign is located.

1. **Animated Signs, Air-Activated Graphics, and Signs with Moving Parts.** Any sign which has any visible moving part, visible revolving parts or visible mechanical movement of any description or other apparent visible movement achieved by electrical, or mechanical means, including intermediate electrical pulsations, the appearance or illusion of motion, or light or color changes by mechanical or electrical means, or by action of normal wind currents. This

definition does not includes electronic message center signs that comply with the requirements of Section 183.10(4) herein this Chapter.

2. **Balloon Signs.**

3. **Banner Signs.** Banners, pennants, spinners, and streamers, except as specified in this Chapter as a permitted temporary sign.

4. **Billboards.**

5. **Flashing or Glaring Lights.** Flashing lights, strobe lights, or rotating beams shall be prohibited outside of a building or visible from the outside of a building in all zoning districts except when otherwise legally displayed as emergency lights or warning lights. Illumination of signs shall be designed in such a way as to reflect light away from residential properties and motorists' vision.

6. **Interference with Traffic.** No sign or other advertising structure as regulated by this chapter shall be erected at the intersection of any street or alley in such a manner as to obstruct free and clear vision, or at any location, where, by reason of the position, shape or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device or which makes use of the words STOP, LOOK, DRIVE-IN, DANGER or any other word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic.

7. **Mobile Signs.**

8. **Pole Signs.**

9. **Off-Premises Signs.** Except for non-commercial signs and temporary signs, where permitted by this Chapter.

10. **Moving Lights.** Signs which incorporate in any manner any flashing, pulsating, rotating, beacons, or moving lights. Except for a special event approved by the City Council per the City's special event procedures.

11. **Obscene Matter.** Signs that display obscene matters in violation of Iowa Code 728.

12. **Hazardous Sign.** Any sign or sign structure which:

    A. Is structurally unsafe;

    B. Constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation or abandonment;

    C. Constitute an obstruction so as to prevent free ingress or egress through any door, window or fire escape;

    D. Is not kept in good repair; or,

E. Is capable of causing electrical shocks to persons likely to come in contact with it.

13. **Roof Signs.**

14. **Signs Projecting over Public Right-of-Way.** It is unlawful to erect or maintain any sign on, over, or above any land or right-of-way belonging to City or other governmental entity unless specifically permitted by said entity.

15. **Temporary Signs.** All temporary signs except those that are specifically allowed by this chapter.

16. **Unlawful Signs.** Any sign unlawfully installed, erected or maintained in violation of this chapter.

183.7 EXEMPTIONS TO SIGN PERMIT REQUIREMENT. The following signs shall not require a sign permit:

1. Government signs and government flags and signs for public school districts, as defined herein this Chapter, are exempt from the Sign Regulations, the Sign Design Standards, and the Sign Permits and Fees requirement.

2. Signs located within the confines of a building that are not visible from the exterior of the building.

3. Building street addresses on buildings and signs as required by the City are exempt from the Sign Regulations, the Sign Design Standards, and the Sign Permits and Fees requirement.

4. Directory signs as required by the Fire Department for emergency identification are exempt from the Sign Regulations, the Sign Design Standards, and the Sign Permits and Fees requirement.

5. Works of art that meet the definition as provided herein this Chapter.

6. Temporary Signs, to the extent that they meet the standards herein this Chapter, are exempt from the Sign Permits and Fees requirement, except that commercial temporary signs exceeding eight (8) square feet in sign area shall require a sign permit and shall be subject to applicable sign permit fees.

183.8 SIGN TYPES. For the purposes of this Chapter, the following sign types as defined herein are placed into the following categories.

1. **Permanent Signs.** Permanent signs may be commercial or non-commercial signs as defined herein this Chapter but shall not include off-premise signs with a commercial message. Permanent signs are limited to the following permanent sign types as defined and further regulated herein this Chapter:

A. Building Signs.

B. Projecting Signs.

C. Ground Monument Signs.

D. Internal Signs.

E. Drive-Through Facility Signs.

F. Signs on ATMS.

G. Home Occupation Signs.

H. Corporate Flags.

2. **Temporary Signs.** Temporary signs may be commercial or non-commercial signs as defined herein this Chapter and may include off-premise signs. No temporary sign shall be in place for a period greater than six (6) months unless removed and replaced with a new sign. Temporary signs are limited to the following temporary sign types as defined and further regulated herein this Chapter:

A. Free-standing signs.

B. A-Frame signs.

C. Feather signs and flags.

D. Banner signs attached to a building wall or exterior window or covering and affixed to an existing building sign.

E. Bag signs covering and affixed to an existing free-standing sign.

183.9 SIGN REGULATIONS. Signs permitted by Zoning District.

SIGNS PERMITTED BY ZONING DISTRICT				
PERMANENT SIGNS				
BUILDING SIGNS	**ZONING DISTRICT**			
	A-1 and Residential Districts	**C-1 and C-2**	**MU (C-4)**	**BP, M-1, and M-2**
Number of Signs Permitted	1 sign per principal building facing a public street for all permitted multi-family residential developments with 13 or more dwelling units and all non-residential uses.	There is no maximum prescribed number of individual buildings signs and building signs may be located on any side of a building so long as the sum total sign area of all signs does not exceed the total allowed for the building. The area of all wall, awning, blade, window, and projecting signs shall be included in the total building signage area calculation.		
Maximum Sign Area	32 sq. ft.	For each building, the maximum total building sign area shall be calculated as follows: a. For the first eight thousand (8,000) square feet of building wall area facing a public street, the maximum total building sign area shall equal eight percent (8%) of such wall area. b. For any building wall area facing a public street in excess of eight thousand (8,000) square feet, the maximum total building sign area for the wall area exceeding eight thousand (8,000) square feet shall be calculated at three percent (3%). No more than two (2) building wall faces that face a public street shall be used to calculate the allowable building sign area. The sign area of all building signs, including wall, awning, blade, window, and projecting signs, shall be calculated using sign area Formula A as defined herein this Chapter.	For each building, the maximum total building sign area shall be calculated as follows: a. For the first eight thousand (8,000) square feet of building wall area facing a public street, the maximum total building sign area shall equal eight percent (8%) of such wall area. b. For any building wall area facing a public street in excess of eight thousand (8,000) square feet, the maximum total building sign area for the wall area exceeding eight thousand (8,000) square feet shall be calculated at three percent (3%). c. Notwithstanding the foregoing, buildings located within the MU (C-4) District shall be permitted a minimum of thirty-two (32) square feet of total building sign area. No more than two (2) building wall faces that face a public street shall be used to calculate the allowable building sign area. The sign area of all building signs, including wall, awning, blade, window, and projecting signs, shall be calculated using sign area Formula A as defined herein this Chapter.	For each building, the maximum total building sign area shall be calculated as follows: a. For the first eight thousand (8,000) square feet of building wall area facing a public street, the maximum total building sign area shall equal eight percent (8%) of such wall area. b. For any building wall area facing a public street in excess of eight thousand (8,000) square feet, the maximum total building sign area for the wall area exceeding eight thousand (8,000) square feet shall be calculated at three percent (3%). No more than two (2) building wall faces that face a public street shall be used to calculate the allowable building sign area. The sign area of all building signs, including wall, awning, blade, window, and projecting signs, shall be calculated using sign area Formula A as defined herein this Chapter.
Projecting Signs	Not Permitted.	1 per main building entrance or storefront. Maximum of 32 sq. ft.		

SIGNS PERMITTED BY ZONING DISTRICT				
GROUND MONUMENT SIGNS	**ZONING DISTRICT**			
	A-1 and Residential Districts	**C-1 and C-2**	**MU (C-4)**	**BP, M-1, and M-2**
Number of Signs Permitted	2 signs per public or private street entrance for single family residential subdivisions. 1 per public street frontage for each lot of record for all permitted multi-family residential developments with 12 or more units and non-residential uses.	1 per public street frontage for each lot of record. For lots with 500 ft or more of frontage, 1 sign shall be allowed for each 250 ft of frontage.	Not Permitted.	1 per public street frontage for each lot of record. For lots with 500 ft or more of frontage, 1 sign shall be allowed for each 250 ft of frontage.
Maximum Sign Height	6 ft.	10 ft.		10 ft.
Maximum Sign Width	6 ft.	12 ft.		12 ft.
Maximum Sign Area	24 sq. ft. calculated using sign area Formula B as defined herein this article.	60 sq. ft. calculated using sign area Formula B as defined herein this article.		60 sq. ft. calculated using sign area Formula B as defined herein this article.
Minimum Sign Setback Requirements	6 ft. from all property lines.	Signs shall be setback from all property lines an amount equal to the height of the sign, but no less than 5 ft, and 200 ft. from any free-standing sign located on the same lot.		Signs shall be setback from all property lines an amount equal to the height of the sign, but no less than 5 ft, and 200 ft. from any free-standing sign located on the same lot.
Interstate Frontage Ground Monument	**ZONING DISTRICT**			
	A-1 and Residential Districts	**C-1 and C-2**	**MU (C-4)**	**BP, M-1, and M-2**
Number of Signs Permitted	Not Permitted.	1 per frontage for each lot of record that has frontage along Interstate 80. For lots with 500 ft or more of frontage, 1 sign shall be allowed for each 250 ft of frontage.		
Maximum Sign Height		30 ft.		
Maximum Sign Width		14 ft.		
Maximum Sign Area		200 sq. ft. calculated using sign area Formula B as defined herein this article.		
Minimum Sign Setback Requirements		Signs shall be setback from all property lines an amount equal to the height of the sign, but no less than 5 ft, and 200 ft. from any free-standing sign located on the same lot.		

SIGNS PERMITTED BY ZONING DISTRICT				
INTERNAL SIGNS	**ZONING DISTRICT**			
	A-1 and Residential Districts	**C-1 and C-2**	**MU (C-4)**	**BP, M-1, and M-2**
Number of Signs Permitted	5 per each lot of record for all permitted multi-family residential developments with 12 or more units and non-residential uses.	Up to 5 internal signs shall be permitted on sites less than 5 acres in size. For sites 5 acres or greater in size, up to 15 internal signs shall be permitted. Sites 100 acres or greater in size shall not be subject to a maximum number of permitted internal signs, provided that all internal signs comply with the applicable size, height, and placement standards of this Chapter.		
Maximum Sign Height	8 ft.			
Maximum Sign Area	18 sq. ft. per sign calculated using sign area Formula B as defined herein this article.			
Sign Setback Requirements	5 ft. from all property lines.			
DRIVE-THROUGH FACILITY SIGNS	**ZONING DISTRICT**			
	A-1 and Residential Districts	**C-1 and C-2**	**MU (C-4)**	**BP, M-1, and M-2**
Number of Signs Permitted	For sites with a drive-through facility that is permitted in accordance with Chapter 178 of this Code, 2 signs, as provided herein, shall be permitted for each drive-through lane. Signs may be free-standing (one-sided only) or building/wall mounted.			
Maximum Sign Height	8 ft.			
Maximum Sign Area	Each sign shall be no greater than 36 sq. ft. using sign area Formula B as defined herein this article.			
SIGNS ON ATMS	**ZONING DISTRICT**			
	A-1 and Residential Districts	**C-1 and C-2**	**MU (C-4)**	**BP, M-1, and M-2**
Maximum Sign Area	Not Permitted.	Sign copy may be adhered or placed upon any surface of a permitted ATM or ATM kiosk; however, the total area of all signage shall not exceed 48 sq. ft.		
HOME OCCUPATION SIGNS	**ZONING DISTRICT**			
	A-1 and Residential Districts	**C-1 and C-2**	**MU (C-4)**	**BP, M-1, and M-2**
Sign Permitted	Any approved home occupation shall be permitted 1 sign no greater than 2 sq. ft. calculated using sign area Formula B as defined herein this article. Said			
CORPORATE FLAGS	**ZONING DISTRICT**			
	A-1 and Residential Districts	**C-1 and C-2**	**MU (C-4)**	**BP, M-1, and M-2**
Number Permitted	Not Permitted.	1 per lot of record or 1 per principal building.		
Maximum Height		35 ft.		
Minimum Pole Setback		10 ft.		
Other Requirements		May only be displayed concurrent with the display of 1 or more government flag(s) attached either on a shared pole or separate pole located in close proximity to the pole(s) displaying the government flag(s).		

SIGNS PERMITTED BY ZONING DISTRICT				
TEMPORARY SIGNS				
COMMERCIAL SIGNS	**ZONING DISTRICT**			
	A-1 and Residential Districts	**C-1 and C-2**	**MU (C-4)**	**BP, M-1, and M-2**
Number of Signs Permitted	1 sign per public street frontage for each lot of record.	1 sign per public street frontage for each lot of record plus 1 per building or individual business. In addition, each building or individual business may also display 1 "A-frame" or 1 "feather sign" during the hours in which the		
Maximum Sign Area	32 sq. ft. for permitted multi-family residential developments with 12 or more units and non-residential uses and 8 sq. ft. for all other uses. Sign area shall be calculated by using sign area Formula B as defined herein this article.	32 sq. ft. using sign area Formula B as defined herein this article.		
Maximum Free-Standing Sign Height	6 ft.	8 ft.		
Maximum Free-Standing Sign Setback Requirement	1 ft from the front property line/street right-of-way line and 5 ft. from all other property lines. No sign may be located within the clear vision zone, as provided in Section 179.4 of the Zoning Code, or otherwise cause a visual impairment by obscuring a driver's or pedestrian's vision			
NON-COMMERCIAL SIGNS	**ZONING DISTRICT**			
	A-1 and Residential Districts	**C-1 and C-2**	**MU (C-4)**	**BP, M-1, and M-2**
Number of Signs Permitted	Not limited.			
Maximum Sign Area	32 sq. ft. using sign area Formula B as defined herein this article.			
Maximum Free-Standing Sign Setback Requirement	1 ft from the front property line/street right-of-way line and 5 ft. from all other property lines. No sign may be located within the clear vision zone, as provided in Section 179.4 of the Zoning Code, or otherwise cause a visual impairment by obscuring a driver's or pedestrian's vision			

183.10 SIGN DESIGN STANDARDS.

1. **Building Signs.** The following design standards apply to all permanent building signs.

   A. Prior to installation of any building signage, all multi-tenant buildings and multi-building commercial centers shall provide a signage plan detailing how and where signage will be allocated to each individual tenant space. This plan shall be adhered to unless an alternate plan is provided to the City by the building owner. In the case of commercial condominium or horizontal property regime, each owner shall be allocated an amount of signage proportional to the size of their unit.

   B. No wall sign shall cover wholly or partially any wall opening, nor project beyond the ends of the wall to which it is attached.

   C. Signs with exposed neon or exposed fluorescent tubes or light bulbs are prohibited.

   D. Painted signs, including any lettering, graphics, images, and logos, are prohibited except as may be permitted on awnings and windows.

   E. Signs in any A-1, R-1, R-2, R-3, or R-4 zoning district shall not be internally illuminated.

   F. Except for individual lots of record one hundred (100) acres or more in size, no individual letter, symbol, logo, or graphic element shall exceed six (6) feet in height or six (6) feet in width. Where utilized, raceways shall be designed to be visually compatible with the building façade and may include pan-style raceways or other mounting systems as approved by the Zoning Administrator.

   G. Signs may be mounted on a uniform backing panel that projects no more than four (4) inches from the surface of the building wall.

2. **Projecting Signs.** Projecting signs, where permitted by this Chapter, shall comply with the following design regulations:

   A. Placement: The projecting sign shall provide a minimum ten (10) feet of clearance above any sidewalk and a minimum of fifteen (15) feet of clearance above any driveway or street over which the sign is located. The projecting sign shall not extend above the top of the parapet of the wall on which it is located nor above the roof line of the building.

   B. Design: Signs shall be double-sided and shall project no further than forty-eight (48) inches from the surface of the building façade on which it is mounted or attached.

   C. Obstructions and Traffic Hazards: Every projecting sign shall be erected in a manner which does not constitute an obstruction or traffic hazard regulated by this Chapter.

   D. Right-of-Way Encroachment: Any projecting sign proposing to encroach into a public street right-of-way shall first obtain approval from the City of Bondurant for said encroachment.

3. **Ground Monument Signs.** The following design standards apply to all permanent ground monument signs where permitted by this Chapter.

   A. Ground signs shall be restricted to monument grounds signs. Pole signs are prohibited.

   B. All sign structures shall be architecturally designed and incorporate design details, materials, and colors of the associated building. All sign bases shall designed and constructed of materials permanency and strength (i.e. brick, stone, masonry, etc.), and shall be compatible with other structures and signs in the development. Metal skirting around a supporting pole shall not be considered an acceptable sign base material.

   C. Signs with exposed neon or exposed fluorescent tubes or light bulbs are prohibited.

   D. Painted signs, including any lettering, graphics, images, and logos, are prohibited.

   E. Signs in any A-1, R-1, R-2, R-3, or R-4 zoning district shall not be internally illuminated.

   F. Permitted ground signs may include a changeable message sign that is double-sided (back-to-back) and no larger than forty-eight (48) square feet in size per sign face.

4. **Electronic Message Center Signs.** Permitted ground monument signs may include an electronic message center sign that is double-sided (back-to-back), subject to the following design regulations:

   A. The maximum electronic message center sign size within any non-residential zoning district is forty-eight (48) square feet per sign face, for a double-sided (back-to-back) sign.

   B. The maximum electronic message center sign size within any residential zoning district is forty-eight (48) square feet per sign face, for a double-sided (back-to-back) sign.

   C. Electronic message center messages and images may not include video, animation, scroll, or flash and shall not display full-motion graphics in a series of frames to give the illusion of motion or video.

   D. The images and messages displayed on an electronic message center must have a minimum dwell time of at least eight (8) seconds before changing to the next static image or message.

   E. Electronic message centers shall be integral to and a part of an approved monument sign.

   F. An approved monument sign may have more than one individual electronic display provided the total area of all such displays does not exceed the total allowable EMC sign area.

   G. The brightness of any electronic message center shall not exceed 0.3 foot candles above the ambient light level measured at a distance of sixty (60) feet from the face of the sign. Electronic message centers must be equipped with a light detector or photocell that

automatically adjusts the display's brightness according to natural ambient light conditions.

5. **Sign Area Calculation.** The area of a sign shall be as determined by the Zoning Administrator using actual dimensions where practical or approximate dimensions when irregularity of a sign shape warrants. The area of each sign type is to be measured with either Formula A or Formula B as noted below. The application of either Formula A or Formula B is established by sign type as defined elsewhere in this article.

   A. Formula A: The sign area is the sum of the area of two (2) contiguous rectangles, squares or circles that enclose the extreme points or edges of all copy, logos and symbols of said sign.

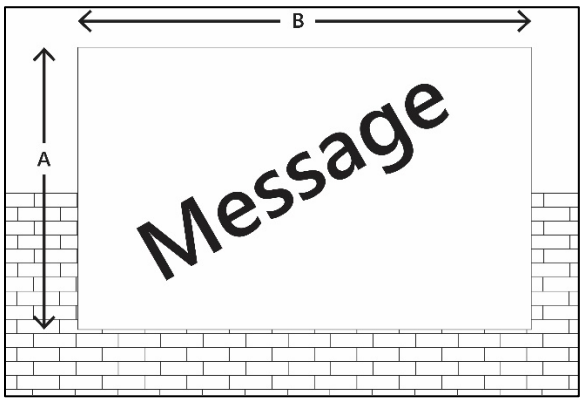
Figure 1



Sign Area = (A1 x A2) + (B1 x B2)

   B. Formula B: The sign area is the area of one rectangle, square or circle that encloses the extreme points or edges of all areas where copy may be placed on a sign. This area does not include structural or architectural features of the sign where copy will not be located.

Figure 2



Sign Area = A x B

183.11 ENFORCEMENT AUTHORITY. The Zoning Administrator is hereby authorized and directed to enforce all the provisions of this Chapter.

183.12 PERMIT REQUIRED. Except those signs as expressly exempted herein this Chapter, it is unlawful for any person to erect, alter, or relocate any sign or other advertising structure as defined in this Chapter, without first obtaining a sign permit from the Zoning Administrator, and making

payment of the sign permit fee as established by resolution of the City Council. Application for sign permits shall be made upon forms as determined by the Zoning Administrator and shall contain or have attached thereto information deemed necessary by the Zoning Administrator to determine compliance with this Chapter. A permit is not required to maintain or repair an existing, legally permitted sign.

183.13 NONCONFORMING SIGNS. Existing legal, nonconforming signs may continue to be maintained and used until they are removed under the terms of this Chapter. Every sign or other advertising structure lawfully in existence on the date of the adoption of this ordinance, but which is prohibited by the terms and conditions of this article, shall not be altered or moved except in compliance with this article.

1. **Modification.** A legal nonconforming sign or sign structure shall be brought into conformity with this Chapter if it is altered, reconstructed, replaced, expanded, or relocated. A change in sign copy, or the replacement of a sign face, is not an alteration or replacement for purposes of this Chapter, but conditions may be placed on the approval to bring the sign closer to compliance with the intent of the provisions of this Chapter.

2. **Maintenance.** Legal nonconforming signs must be maintained in good condition. Maintenance required by this subsection shall include replacing or repairing of worn or damaged parts of a sign or sign structure in order to return it to its original state, and it is not a change or modification for purposes of subsection 3 herein below.

3. **Removal.** Removal of a nonconforming sign or replacement of a nonconforming sign with a conforming sign is required when:

   A. Fifty percent (50%) or more of the entire sign structure of a legal nonconforming sign is damaged, destroyed, or for any reason or by any means taken down; or

   B. The condition of the legal nonconforming sign or legal nonconforming sign structure has deteriorated without maintenance as required by this article; or the legal nonconforming sign structure or building it is mounted on is destroyed or damaged by a fire, flood, windstorm, or similar abnormal event; and the cost of restoration of the sign to its condition immediately prior to such deterioration or event exceeds fifty percent (50%) of the cost of reconstruction of the sign structure; or

   C. The use of the legal nonconforming sign, or the property on which it is located, has ceased, become vacant, or been unoccupied for a period of ninety (90) consecutive days or more. An intent to abandon is not required as the basis for removal under this subsection.

183.14 VARIANCES AND APPEALS. Any variance from these regulations may be approved only by the Board of Adjustment after an application for a permit has been denied for the proposed sign, by the Zoning Administrator as provided in this Chapter. Any person aggrieved by an order, requirement, decision or determination of the Zoning Administrator in the enforcement of this Chapter may file an appeal with the Board of Adjustment in accordance with City Code.

CHAPTER 184 - SUBDIVISION REGULATIONS

184.1 TITLE AND PURPOSE
184.2 JURISDICTION.
184.3 SEVERABILITY.
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184.11 INSPECTION OF PUBLIC IMPROVEMENTS
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184.14 ENFORCEMENT.

184.1 TITLE AND PURPOSE. The regulations contained herein this Chapter shall be known as the Subdivision Regulations of the City of Bondurant, Iowa. The purpose of this Chapter is to establish minimum standards for the design and development of all new subdivisions so that existing developments will be protected and so that adequate provisions are made for public utilities and other public requirements and to improve the health, safety, and general welfare.

184.2 JURISDICTION. This Chapter is adopted by the City governing the subdivision of all lands within the corporate limits of the City, and pursuant to the provisions of Section 354.9 of the Code of Iowa, the City reserves the right to review each and every subdivision plat, and plat of survey, which is proposed to be developed on any and all land in the unincorporated area outside the corporate boundaries of the City, but within two miles of those corporate boundaries. These subdivision plats will be reviewed by the same standards and conditions used for review and approval of subdivisions within the City limits. In the alternative, the City also reserves any rights granted by Section 354.9(2) of the Code of Iowa and approval pursuant to any Chapter 28E Agreements that may be entered into and recorded between any county or city which has also adopted ordinances regulating the division of land which lies within the area of review established by the City. As required in Section 354.9(1) of the Code of Iowa, the City will record the ordinance codified in this section in the office of the County Recorder and file it in the office of the County Auditor of each county wherein land reserved in this section for review of subdivision plats by the City is located.

184.3 SEVERABILITY. If one or more provisions of this Chapter is found by a court of jurisdiction to be unlawful, invalid, unenforceable, or preempted by applicable state or federal law or regulations, such provisions are deemed to be severed from this Chapter. The remaining provisions of this Chapter remain in full force and effect.

184.4 DEFINITIONS. For the purpose of this Chapter, certain terms and words are hereby defined. Other terms shall be as defined within Chapter 175 of the Zoning Code and as may be defined elsewhere within the City of Bondurant's Code of Ordinances.

1. **"Access Street"** means a street that is parallel to and adjacent to a major thoroughfare or highway and which provides access to abutting properties and protection from through traffic.

2. **"Alley"** means a right-of-way that provides vehicle access to abutting lots but is not intended for general traffic circulation.
3. **"Block"** means an area of land within a subdivision that is entirely bounded by streets, highways, or ways, except alleys, or by streets, highways, or ways, except alleys, and the exterior boundary or boundaries of the subdivision.
4. **"Building Line"** means a line shown on a plat beyond which a building or structure may not be erected. Such building line shall not be less than required by the Zoning Code.
5. **"Building"** means any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods or materials of any kind or nature.
6. **"Collector Streets"** means those which carry traffic from minor streets to the major system of arterial streets and highways, including the principal entrance streets of a residential development and streets for circulation within such a development.
7. **"Commission"** means the Planning and Zoning Commission.
8. **"Comprehensive Plan"** means the current long-range land use and policy plan adopted by the City Council to guide the growth and development of the City.
9. **"Cul-de-Sac"** means a short, minor street having one end open to motor traffic and the other end permanently terminated by a vehicular turnaround.
10. "**Developer"** means any person, individual, firm, partnership, association, corporation, estate, trust or other entity that proposes or acts to grade, excavate, improve or otherwise prepare a parcel of land for possible use for any purpose other than agricultural uses that are exempted from local regulation by the Code of Iowa, or to create a subdivision.
11. "**Easement"** means a grant of one or more of the property rights by the owner to and/or for the use of the public, a corporation or another person or entity.
12. **"Engineer"** means a licensed engineer authorized to practice civil engineering, as defined by the licensing act of the State..
13. **"Flag Lot"** means a lot not fronting on or abutting a public road and where access to the public road is by narrow, private right-of-way.
14. **"Half Street"** means a one-half width street right-of-way on the boundary of a subdivision dedicated by the sub-divider to the City; for future development when another subdivision is platted along the side of the half street. Half streets are not permitted.
15. **"Homeowner's Association"** means the association of all the unit owners acting pursuant to the bylaws through its duly-elected Board of Managers in accordance with applicable statutes.

16. **"Improvement"** means any required public or private facility or infrastructure, including but not limited to streets, sidewalks, utilities, drainage facilities, stormwater management facilities, lighting, signage, parks, grading, or other site improvements required by this Chapter.
17. **"Lot"** means a designated parcel, tract or area of land established by plat, subdivision, or as otherwise permitted by law, to be used, developed or built upon as a unit.
18. **"Lot Line Adjustment"** means the alteration of one or more lot lines between adjoining parcels where no additional lots are created.
19. **"Lot Tie Agreement"** means a recorded agreement requiring two or more lots or parcels to remain under common ownership.
20. **"Major Thoroughfare"** means a street used primarily for fast-moving, high-volume traffic.
21. **"Major Streets Master Plan"** means the transportation planning document adopted by the City that identifies the functional classification, alignment, and long-term planning framework for arterial and collector streets.
22. **"Maintenance Bond"** means a surety or other acceptable financial guarantee ensuring the repair or replacement of public improvements for a specified period following City acceptance.
23. **"Minor Street"** means a street used primarily for access to abutting properties. Also known as a Local Street.
24. **"Minor Subdivision"** means a subdivision with no proposed streets and fewer than four (4) lots.
25. **"Multi-Family Dwelling"** means a building with three (3) or more dwelling units designed for or occupied by three or more families with separate cooking and housekeeping facilities for each, where either the units share a common entrance from the exterior of the building or any single unit has common walls or floors with more than two units. Said buildings have dwellings units that are both vertically and horizontally attached to one another.
26. **"Outlot"** means a parcel of land that is not sufficient size, dimensions and physical character to comply with all requirements of the Zoning Code and all other Codes requirements and specifications, or that has not been fully improved in accordance with the subdivision improvement requirements of this Code.
27. **"Park"** for purposes of this chapter, means an area of land set aside for public use and maintained for recreational purposes.
28. **"Parkland Dedication"** means the conveyance of land, or payment in lieu thereof, required to meet the recreational needs of new residential development.

29. **"Parkway"** means the area within a street right-of-way that lies between the outer curb line of the roadway and the adjacent property line.

30. **"Performance Bond"** means a surety bond, letter of credit, or cash deposit guaranteeing the completion of required improvements.

31. **"Plat"** means a map, drawing, or chart on which the subdivider's plan of the subdivision is presented and which the subdivider submits for approval and intends to be in final form to record..

    A. **"Plat, Acquisition"** means a plat that is prepared for or as the result of a conveyance or condemnation of a parcel of land or other corporal real property by the city; other governmental entity; or other persons having the power of eminent domain.

    B. **"Plat, Auditor's"** means a plat that is prepared by order of a County Auditor or Assessor to clarify boundaries and descriptions of existing real property interests for the purposes of assessment and taxation, and that does not create any new parcels of land or other divisions of real property, except for conveyance to the city or other public jurisdiction.

    C. **"Plat-of-Survey"** means a graphical representation of a survey of not more than two parcels of land, together with a complete and accurate description, that is prepared and sealed by an Iowa licensed professional land surveyor.

    D. **"Preliminary Plat"** means a plat that delineates a developer's proposed designs for a proposed subdivision and development improvements that are required for or related to the subdivision.

    E. **"Final Plat"** means a complete and exact plat prepared in accordance with the accuracy required by the Code of Iowa and this Code for a subdivision, for the purpose of obtaining city approval of the proposed subdivision and subsequently recording it as an official plat.

    F. **"Plat, Subdivision"** means a division of a lot, tract, or parcel of land into two (2) or more lots, building plots or sites, or other subdivisions of land for the purpose, whether immediate or future, of sale, transfer for building development, right-of-way dedication, or other use, that is prepared and sealed by an Iowa licensed professional land surveyor, provided, however, this definition of a subdivision shall not include divisions of land into forty (40) acres or more in size parcels of land for agricultural purposes..

    G. **"Plat, Vacation"** means a plat this is prepared for or as the result of a conveyance of public street right-of-way that has been vacated by the City or County.

32. **"Private Street"** means a street constructed, owned, and maintained by a private entity such as a homeowners' association.

33. **"Roadway"** means that portion of the street available for vehicular traffic, and where the curbs are laid, the portion from back-to-back of curbs.

34. **"Right-of-Way"** means property that is set aside for a public purpose or common use by more than one property or person if held in private ownership, that has an express or implied property interest such as by fee title or easement and that is separate and distinct from adjoining lots or parcels.

35. **"Subdivision"** means the act or result of dividing a single interest in a parcel of land or other corporal real property into two or more lots, parcels, sites, units, condominiums, tracts or interests usually but not necessarily for individual use, lease or to transfer ownership, whether immediate or future, and regardless of whether the division is by deed, metes and bounds description, devise, lease, map, plat, declaration for the establishment of a horizontal property regime under Iowa Code Chapter 499B, other recorded instrument, previous division or subdivision, or condominium or cooperative creation or conversion, except for the minimum division necessary under intestacy or a testator's division of real property amongst heirs; partners' division of firm real property amongst themselves upon dissolution by reason of insolvency; and other cases of similar nature.

36. **"SUDAS"** means the 'Iowa Statewide Urban Design and Specifications' and all City supplemental or addendum regulations and revisions. SUDAS is available online at www.iowasudas.org.

37. **"Surveyor"** means a professional land surveyor licensed to practice in the State of Iowa.

184.5 PROCEDURES.

1. **Preliminary Plat Application Required.**

   A. Pre-Application Meeting. Prior to the submission of any preliminary plat application, the applicant shall request a pre-application meeting with the Zoning Administrator to review the plat proposal and confirm the appropriate process and application requirements. For preliminary plats within two miles of the corporate limits of the City, a plat application should first be submitted to the County and then to the City. The applicant may request a joint pre-application meeting be held with the City and Polk County to coordinate platting requirements, conditions, and timing of the review and approval process.

   B. Application and Review. Whenever the owner or their designee of any tract or parcel of land within the jurisdiction of this chapter wishes to subdivide or plat the same into two (2) or more lots, said owner shall cause to be prepared a preliminary plat of said subdivision, and shall submit to the Zoning Administrator a completed preliminary plat application form, required number of copies of the preliminary plat, preliminary plat application fee, and any other information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements. The preliminary plat shall contain such information and data as is outlined in herein this chapter.

   The Zoning Administrator or their designee shall examine said preliminary plat application as to its completeness. If determined incomplete, the application shall be returned to the

owner or their designee with a list of missing information and items. If determined complete by the Zoning Administrator or their designee, the Zoning Administrator shall distribute the application to applicable City departments and utility companies for review and comment to its completeness. The Zoning Administrator or their designee shall compile all City and utility comments and complete a review of the plat as to its compliance with these Subdivision Regulations, the Zoning Ordinance, the Comprehensive Plan and the Future Land Use Map, the Major Streets Master Plan, and other local, state and federal requirements and shall provide the findings to the subdivider. If determined incomplete, the application shall be returned to the owner or their designee with a list of missing information and items.

At the request of the owner or the owner's designee, the preliminary plat may be forwarded to the Planning and Zoning Commission for review, regardless of whether the Zoning Administrator has determined the application to be complete.

C. Review by Planning and Zoning Commission. Once the preliminary plat has been deemed complete by the Zoning Administrator or their designee, or if the owner or their designee has requested the preliminary plat be forwarded to the Commission, the Zoning Administrator or their designee shall provide a written report to the Commission within thirty (30) days. After receiving the Zoning Administrator's report, the Commission shall review the preliminary plat and other material for conformity to regulations. The Commission may confer with the subdivider on changes deemed advisable and the kind and extent of such improvements to be made.

D. Review by City Council. The Planning and Zoning Commission shall submit a report to the City Council with recommendations for approval, approval with conditions, or rejection of such preliminary plat within thirty (30) days after the date of review of said plat to the Commission. Upon receiving recommendations from the Commission, the Council shall consider the same and if the plat is found to conform to the provisions of this chapter, the Council may then approve or deny the preliminary plat.

If the preliminary plat is rejected, the Council will advise the owner or developer of any changes which are desired or should have consideration before approval will be given. Upon making such changes, the developer may resubmit the preliminary plat for approval by the Commission and the Council.

Approval of the preliminary plat by the Council shall constitute approval to proceed with the preparation of the final plat but shall not be deemed approval of the subdivision.

E. Preliminary Plat Expiration. The approval of the preliminary plat by the Council shall be null and void unless the final plat is presented to the Council within two (2) years after the date of said preliminary plat approval by the Council, unless an extension is approved by resolution of the City Council. In the case of a subdivision that is proposed to be platted and developed in multiple phases, final plat applications for all phases must be presented to the Council within four (4) years of the date of approval of the final plat for the first phase. The preliminary plat for phases not submitted within this time frame shall become null and void, unless an extension is approved by resolution of the City Council.

The preliminary plat application, if not presented to the Commission for review within one (1) year from the date of its initial submittal due to a lack of response by the applicant, shall be deemed withdrawn by the applicant and the application fees forfeited.

F. Modifications to an Approved Preliminary Plat. Any significant modifications to an approved preliminary plat as determined by the Zoning Administrator, including an increase in number of lots, shall require the application and approval of a revised preliminary plat following the preliminary plat application process as detailed herein above. Minor changes to the preliminary plat may be administratively approved by the Zoning Administrator at their sole discretion.

2. **Final Plat Application Required.**

A. Application and Review. Upon receipt of a final plat application form, required number of copies of the final plat, final plat application fee, and any other information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements, the Zoning Administrator or their designee shall examine said final plat application as to its completeness. If determined incomplete, the application shall be returned to the owner or their designee with a list of missing information and items. If determined complete by the Zoning Administrator or their designee, the Zoning Administrator shall distribute the application to applicable City departments and utility companies for review and comment to its completeness. The Zoning Administrator or their designee shall compile all City and utility comments and complete a review of the plat as to its compliance with these Subdivision Regulations, the Zoning Ordinance, the Comprehensive Plan, the Major Streets Master Plan, and other local, state and federal requirements and shall provide the findings to the subdivider. If determined incomplete, the application shall be returned to the owner or their designee with a list of missing information and items.

At the request of the owner or the owner's designee, the final plat may be forwarded to the City Council for review, regardless of whether the Zoning Administrator has determined the application to be complete.

B. Review by City Council. Once the final plat has been deemed complete by the Zoning Administrator or their designee, or if the owner or their designee has requested the final plat be forwarded to the Council, the Zoning Administrator or their designee shall provide a written report to the Council within thirty (30) days. Upon receiving a report and recommendations from the Zoning Administrator or their designee for approval or rejection of the final plat, the City Council shall review and consider the final plat. Approval of the final plat and final acceptance of improvements shall be given by resolution of the Council which shall be affixed to the plat. Procedure for approval of the final plat shall be as outlined herein this chapter.

3. **Recordation of Final Plat.** An approved final plat shall be recorded within sixty (60) days of City Council approval or the approval shall become null and void, unless an extension is granted by the City Council. The Zoning Administrator shall coordinate as necessary to

facilitate execution of the final plat; however, the owner or developer, or their designee, shall be responsible for causing the final plat to be recorded.

4. **Plats Not Recognized.** The City shall not recognize any plat recorded after the effective date of this chapter that is within the jurisdiction of City of Bondurant but for which City approval as required herein this chapter has not been obtained. No permits shall be issued or approved for any property within said plat.

5. **Acceptance of Public Improvements.**

   A. Construction of Improvements or Posting of Bond. Before the City Council approves a final plat, all required public improvements shall be fully constructed and accepted by formal resolution of the City Council, unless the City Council, in its discretion, permits the posting of a performance bond or other acceptable surety guaranteeing completion of such improvements. Prior to adoption of any resolution accepting public improvements, the City Engineer or their designee shall certify that the improvements have been constructed in substantial compliance with approved plans, City specifications, and applicable ordinances.

   When a performance bond is posted in lieu of construction, approval of the final plat shall not constitute acceptance of any public improvements. Public improvements shall be accepted only after construction is completed and accepted by formal resolution of the City Council in accordance with Section 184.10. No maintenance work shall be performed by the City and no public funds shall be expended on any subdivision until such improvements are completed and accepted.

   B. Performance Bonds. All performance bonds, maintenance bonds, warranties, and other financial guarantees required for public improvements shall comply with the requirements of Section 184.10 of this Chapter.

   C. Maintenance Bonds. The developer shall warrant the design, material, workmanship, installation and construction of all of the public improvements for the minimum period of time, as provided herein Section 184.8 of this Chapter, after satisfactory completion and City Council acceptance of roadway payment, sanitary sewers, storm sewers and other improvements that are related to drainage, and park infrastructure, and shall cause the warranty to be ensured by independent bond or by other collateral that is found to be acceptable by City Legal Counsel (herein “bond”). The bond shall specifically ensure the expedient repair or replacement of any and all improvements that the City finds to be defective following completion and acceptance and shall indemnify and hold the city harmless from any and all costs or losses resulting from, attributed to or otherwise arising from the defective improvements.

6. **Exceptions.** The following exceptions to the Preliminary Plat and Final Plat procedures shall apply.

   A. Acquisition and vacation plats required by the City or County for the acquisition or disposal of land or right-of-way.

B. Auditor's plats required by the County Auditor.

C. Replats, the replatting of an existing subdivision plat, may be approved provided there are no new lots being created, no public improvements are required, and all other zoning and subdivision requirements are met. The review and approval process shall be the same as for a Final Plat.

D. The division of a single lot, parcel, or tract into no more than two (2) lots or the minor adjustment of lot lines between adjoining parcels may be done by a plat-of-survey, and may be administratively approved by the Zoning Administrator, provided there are no public improvements required and all other zoning and subdivision requirements are met. The Zoning Administrator, at their discretion, may forward any plat-of-survey to the Planning and Zoning Commission and City Council for review and approval.

E. Merging or combining existing parcels or lots may be approved, subject to execution of a recorded lot tie agreement with the City. The Zoning Administrator shall forward any such request to the City Council for review and approval.

F. A preliminary plat application may be waived by the Zoning Administrator for a subdivision plat containing five (5) or fewer lots, provided no public improvements are required and all other zoning and subdivision requirements are met. The subdivision plat shall be processed as a final plat in accordance with this Chapter.

G. The subdivider may appeal the determination or decision of the Zoning Administrator related to any of the aforementioned exceptions and related administrative approvals to the City Council.

7. **Plats Outside Corporate Limits.** The procedure for approval of plats-of-survey, preliminary plats, and final plats of land located within two (2) miles of the corporate limits of the City shall be the same as set out in Section 184.5 of this Chapter, except that upon receipt of a request by the applicant, the Zoning Administrator may waive the City's review of any plat that is not located within the planning boundary of the adopted Comprehensive Plan.

   The Zoning Administrator may also waive the City's review of any plat located within two (2) miles of the corporate limits when the City is not the closest municipality to the boundary of the subdivision, or where review authority properly lies with another jurisdiction pursuant to Iowa Code Chapter 354.

184.6 PRELIMINARY PLAT REQUIREMENTS. A preliminary plat is not intended to serve as a record plat and shall be submitted for review separately and prior to the submission of the final plat. Its purpose is to show on a map all facts needed to enable the Planning and Zoning Commission and the City Council to determine whether the proposed layout of the land in question is satisfactory from the standpoint of the public interest. The preliminary plat shall comply with the requirements of state law and the following:

1. **Scale and Map Size.** The preliminary plat of the subdivision shall be drawn to the scale of 50-feet to 1-inch. The page sizes shall be 11-inch by 17-inch, if legible, or 24-inches by 36-inches. Multiple pages shall be used, with match lines clearly shown, as necessary to maintain legibility.

2. **Contents of the Plat.**

   A. Name of subdivision.

   B. Date.

   C. Point of compass.

   D. Legal description of the property being platted.

   E. Name and address of recorded owner and of developer.

   F. Name and address of Engineer and/or Land Surveyor.

   G. Existing buildings, railroads, underground utilities, and other right-of-way.

   H. Location, names and widths of all existing and proposed roads, alleys, streets, highways, and rights-of-way in or adjoining the area being subdivided.

   I. Location and names of adjoining subdivisions, and the names of the owners of adjoining acreage parcels.

   J. Building setback lines.

   K. Areas dedicated for public use, such as schools, parks and playgrounds.

   L. Contour lines at intervals of not more than two (2) feet.

   M. Proposed lot lines with approximate dimensions and the square foot area of non-rectangular lots.

   N. Boundaries of the proposed subdivision shall be indicated by a heavy line.

   O. Zoning classification of the area.

   P. A preliminary phasing plan identifying anticipated phase boundaries and sequencing, if development is proposed to be completed in phases.

   Q. Proposed utility service:

      (1) Source of water supply.

      (2) Provision for storm water drainage, including calculations of storm water runoff from the site.

R. Provision for sewage disposal. The preliminary plat shall identify the proposed method of sanitary sewer service for the subdivision in accordance with the standards as provided in Section 184.8 herein this Chapter.

S. A vicinity sketch at a legible scale showing the relationship of the plat to its general surroundings.

T. Lot numbers.

U. Proposed street widths.

V. Delineation of floodplain and floodway limits, if present.

W. Show all existing site features and proposed water courses.

X. Stormwater Management Plan. Detailed report setting forth the design parameters for any water detention facility in accordance with the provisions of Section 184.8, Subsection 6.H, herein this chapter.

Y. Preliminary stream buffer details and plans in accordance with Chapter 167 of City Code, if applicable.

Z. Location, character, and dimension of all existing and proposed easements to be used for utility purposes.

AA. Name, certification and seal of registered land surveyor who prepared the plat.

BB. Provide bench mark information indicating city datum is being used.

CC. Accompanying Material.

(1) *Zoning Change Agreement*. Where a zoning change is requested in conjunction with or prior to the subdivision process, the city may require the subdivider to provide a Zoning Change Agreement which relegates authority to the City to revert the property back to the original zoning classification if the schedule or requirements set forth by the City are not fully in compliance by a date mutually agreed to by the subdivider and City.

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

(3) *Stormwater Pollution Prevention Plan*.

(4) *NPDES Permit*. NPDES Permit application, if required. Shall be provided prior to the start of any grading or construction activities.

(5) *Master Plan.* A master plan of any undeveloped areas surrounding a proposed plat may be required to plan future street, sewer, watermain, trail, stormwater drainage extensions and corridors.

(6) Consent Letter. Letter of consent from all persons having an interest in the land to be subdivided, that they consent to the subdivision of the land.

(7) *Traffic Impact Study.* Traffic Impact Study, as applicable per the City's Policy on Traffic Impact Studies for Proposed Developments.

DD. Any other pertinent information as specified by the Zoning Administrator as necessary to review the proposed plat application for compliance with all relevant code regulations and standards.

184.7 FINAL PLAT REQUIREMENTS. Following approval of a preliminary plat, and prior to its expiration, a final plat shall be submitted that includes all or a portion of the preliminary plat area. The final plat shall comply with state code and the following:

1. **Scale and Map Size.** The final plat of the subdivision shall be drawn to the scale of 50-feet to 1-inch for small subdivisions and 100-feet to 1-inch for large subdivisions. The page sizes shall be 11-inch by 17-inch, if legible, or 24-inches by 36-inches. Multiple pages shall be used as necessary to maintain legibility.

2. **Contents of the Plat.**

   A. Name of subdivision.

   B. Scale.

   C. Compass point.

   D. Curve data including delta angle, length of arc, degree of curve, tangent.

   E. Boundary lines of subdivided area with accurate distances, bearings, and boundary angles; and a table showing mathematical closure of the subdivision boundaries, and also coordinate points of all interior lot corners with reference to one corner of the subdivision if the subdivision contains curve linear lot lines.

   F. Exact name, location, width, right-of-way boundaries, and centerline of all existing and proposed streets and alleys within or adjoining the subdivision.

   G. Easements for public utilities showing width and use intended.

   H. Delineation of floodplain and floodway limits, if present.

   I. Stream buffers.

   J. Building setback lines with dimensions.

K. Official legal description of the property being subdivided.

L. Lot numbers and addresses.

M. Certification of Registered Engineer and/or Land Surveyor.

N. Description and location of all permanent monuments set in the subdivision, including ties to original Government corners.

O. Area for detention in accordance with Section 184.8, Subsection 6.H of this Chapter.

P. The final plat shall be an exact duplicate of that plat proposed to be filed for record in the County Recorder's office.

Q. Accompanying Material.

(1) *Plans and Profiles*. Plans and profiles of all streets and alleys at a fifty (50) foot horizontal scale and five (5) foot vertical scale. Profiles shall show location, size, and grade of all conduits, sewers, pipelines, etc., to be placed under the streets and alleys. Profiles of East and West streets shall be drawn so that the West end of the profile shall be at the left side of the drawing. Profiles of North and South streets shall be drawn so that the South end of the profile shall be at the left side of the drawing.

(2) *Minimum Protection Elevation*. Minimum Protection Elevation (MPE) information, where applicable, consistent with floodplain and grading requirements.

(3) *Erosion and Sediment Control Plan*.

(4) *Stream Buffer Details.* Final stream buffer details, easements, and agreements in accordance with Chapter 167 of City Code, if applicable.

(5) *Opinion of Probably Costs.* Opinion of estimated costs of construction of public improvements, if determined applicable by the Zoning Administrator, for the purpose of establishing required bonds in accordance with Section 184.10.

(6) *Deeds to the City*. A warranty deed to the City, properly executed, for all streets intended as public streets, and for any other property intended for public use shall be submitted with the final plat.

(7) *Certificates to accompany the Final Plat.* Any certificates or other documentation as required by Iowa Code Section 354.11, or as may be required by the Polk County Auditor or Recorder.

(8) *City Resolution.* A resolution and certificate for approval by the Council and for signatures of the Mayor and Clerk.

(9) *Maintenance Bonds*.

(10) *Record Drawings (As-Builts)*. Upon completion of all public improvements and prior to requesting final inspection or final plat approval, the developer shall provide the City, at no cost, with record drawings in both PDF and CAD format. Record drawings shall depict the as-built locations and elevations of all public infrastructure improvements and grading, and shall demonstrate compliance with the approved construction and grading plans.

At a minimum, record drawings shall include verification of elevations at critical locations on the site, including all spot elevations shown on the approved public improvement construction drawings. Such verification shall include, but not be limited to, rear lot corners, mid-points of side yard lines, front lot corners where stormwater flows from rear yards to front yards, overflow locations, and locations along drainageways and drainage easements. Record drawings shall also include as-built locations and elevations of sanitary sewer manholes and all stormwater management facilities, including but not limited to detention or retention areas, intakes, structures, sub-drain cleanouts, and flared end sections.

Record drawings shall be certified by a licensed professional engineer and/or licensed land surveyor registered in the State of Iowa, who shall stamp and sign the drawings. A certification letter from the owner's engineer stating that all public improvements have been constructed or installed in accordance with City specifications and the approved plans, as reflected on the record drawings, shall also be submitted.

(11) *Stormwater Management Plan.* A final report confirming compliance with the approved stormwater management plan, including as-built grades, signed by an engineer licensed to complete such a plan within the State of Iowa.

(12) *Covenants.* A signed original of any protective covenants or restrictions to be imposed upon the plat shall be submitted for approval.

(13) *Easements.* Executed easement(s), including, but not limited to, public utility easements for storm sewer, sanitary sewer, and water infrastructure intended for City ownership or maintenance, and private easements for overland drainage, surface water flowage, access, utilities, stormwater management, or other purposes not intended for City ownership or maintenance, as applicable.

(14) *Fees.* Payment of any platting fees and utility connection fees.

R. Any other submittal requirements as defined by the Zoning Administrator as pertinent.

184.8 SUBDIVISION DESIGN STANDARDS. The standards and details of design herein contained are intended only as minimum requirements so that the general arrangement and layout of a subdivision may be adjusted to a wide variety of circumstances. However, in the design and development of a plat, the subdivider shall use standards consistent with the site conditions so as to assure an economical, pleasant, and durable neighborhood.

1. **Streets.** The subdivider shall be responsible for the design and construction of all streets within and necessary to serve the proposed development. The City may further require the

subdivider to upgrade or reconstruct existing streets connecting to or adjoining the proposed development where the City determines there is a rational nexus between the development and the required improvements. All streets shall be designed, platted, and constructed in accordance with the standards of this Chapter, the City's adopted transportation and street planning policies, and the City's adopted policy on Street Design Practices for the City of Bondurant Street Infrastructure Network.

A. Paved Access Required. All subdivisions shall be connected to a paved street. The City Council may require a subdivider to pave or reconstruct all or part of any unimproved or gravel streets adjoining the proposed subdivision.

B. Street Access and Frontage Required. The street and alley layout shall provide access to all lots and parcels of land within the subdivision.

C. Half Streets Prohibited. Dedication of half streets will not be permitted. Where there exists a dedicated or platted half street or alley adjacent to the tract of land to be subdivided, the other half shall be platted if deemed necessary by the City Council.

D. Continuation of Existing or Planned Streets. Proposed streets shall provide for continuation or completion of any existing streets (constructed or recorded) or any streets which are a part of an approved preliminary subdivision plat, in adjoining property, at equal or greater width, and in similar alignment, unless variations are recommended by the Commission and approved by the Council.

E. Circulation. The street pattern shall provide safe, efficient, and convenient circulation within the subdivision and convenient access to adjoining streets, trailways, thoroughfares, or unsubdivided land, as may be required by the City Council. Street layouts shall be designed to minimize traffic conflicts, support emergency access, and promote appropriate traffic speeds consistent with the function of each street. New subdivisions shall make provisions for the continuation and extension of thoroughfares and collector streets and shall conform to the proposed street network identified in the Comprehensive Plan and Major Streets Master Plan, while allowing local street alignments and access locations to be modified as necessary to discourage cut-through traffic while still promoting connectivity, manage speeds, and limit direct connections to arterial streets.

F. Federal and State Highways. Any proposed roadway proposed for accessing a state or federal right-of-way shall comply with applicable Iowa Department of Transportation requirements and receive all required approvals.

G. Cul-de-sacs. Cul-de-sacs and other public streets with a single point of vehicular access are generally discouraged due to connectivity and safety considerations. However, cul-de-sacs may be permitted where the City Engineer and Public Works Director determine that site conditions, access management considerations along arterial and collector streets, environmental constraints, irregular parcel configuration, existing development patterns, or other unusual conditions make through-street connectivity impractical or undesirable. In such situations where allowed, cul-de-sacs shall not exceed six hundred (600) feet in

length, and additional public sidewalks, trail connections, or other pedestrian and bicycle facilities may be required to ensure adequate non-motorized circulation and connectivity.

H. Temporary Dead-Ends. In a case where a street will eventually be extended beyond the plat but is temporarily dead-ended for no more than a 24-month time period, a temporary turnaround with a 45-ft radius and designed and constructed to support 75,000 lbs. gross vehicle weight may be permitted. If the length of the dead-end segment of street is less that 150-ft and contains no driveways, this temporary turnaround requirement may be waived by the City Council. Temporary dead-end streets shall not exceed five hundred (500) feet in length unless a greater length is approved by the Fire Chief, in consultation with the City Engineer, based on emergency access considerations.

I. Street Intersections. Street intersections and minimum distances between driveways and from intersection streets shall meet the design standards as provided in Chapter 5 – Roadway Design, Table 5L-3.05, of SUDAS.

J. Block lengths. Intersecting streets, which determine block lengths, shall be provided at such intervals as to serve cross traffic and to meet existing streets in the neighborhood. In residential districts, where no existing plats are recorded, the blocks shall not be less than 300 feet or more than 1,320 feet in length, except where topography or other conditions justify a departure from this minimum/maximum. In blocks longer than 1,320 feet, pedestrian ways and/or easements through the block may be required by the Planning and Zoning Commission near the center of the block. Such pedestrian ways or easements shall have a minimum width of ten feet. Blocks for commercial uses should not exceed 600 feet in length.

K. Block Corner Radius. At street intersections, block corners shall be rounded with a radius of not less than fifteen (15) feet, unless at any one intersection a curve radius has been previously established, then such radius shall be used as standard.

L. Alleys. Alleys may be permitted as public right-of-way where the City Engineer and Public Works Director determine that alleys are necessary or appropriate to provide vehicular access, utility accommodation, service access, solid waste collection, snow removal, off-street parking access, or to support the intended development pattern. Alleys shall not exceed the maximum grades identified for local service street standards as defined in this Chapter. Privately owned alleys are not permitted unless expressly approved by the City Council.

M. Minimum Street Widths. Streets shall be classified as arterial, collector, or local according to the Comprehensive Plan, Major Streets Master Plan, or as determined by the Zoning Administrator.

N. Minimum Street Rights-of-Way. Minimum street right-of-way widths shall be consistent with the street's functional classification and anticipated ultimate cross section as identified in the City's adopted Major Streets Master Plan. The minimum widths shown in the table below apply unless a greater right-of-way is required by the Major Streets Master Plan, Complete Streets Policy, or as determined necessary by the City Engineer based on anticipated traffic volumes, lane configuration, or planned improvements. Additional

street rights-of-way widths may be required to be dedicated at the intersections of streets and access points, in order to accommodate turn lanes and sidewalks within the rights-of-way. Additional right-of-way width may be required by the City to accommodate the planting and long-term maintenance of public street trees within the right-of-way.

Street Functional Classification	Minimum Street Right-of-Way Width
Arterial	100 ft
Collector	80 ft
Local	60 ft
Alley	20 ft

O. Street Grades. Street grades shall be conforming with the requirements set forth in the Statewide Urban Design and Specifications (SUDAS) and as approved by the City Engineer.

P. Major Thoroughfares. Where a new subdivision, except where justified by limiting conditions, involves frontage on a heavy trafficway, the street layout shall provide motor access to such frontage by one of the following means:

(1) A parallel street supplying frontage for lots backing onto the trafficway.

(2) A series of limited cul-de-sacs or short loops entered from and generally oriented at right angles to a parallel street, with terminal or rear lots backing onto the highway, as determined appropriate by the City Engineer and Public Works Director to manage access to the trafficway.

(3) An access drive separated by a planting strip from the highway to which a motor access from the drive is provided at points suitably spaced.

(4) A service drive or alley at the rear of the lots. Where any one of the above mentioned arrangements is used, deed covenants or other means shall prevent any private residential driveways from having direct access to the trafficway.

Q. Railroads. Where a subdivision includes or abuts an active or planned railroad corridor, the subdivision layout shall be designed to minimize conflicts between rail operations, vehicular traffic, and adjacent land uses, as determined by the City Engineer.

2. **Private Streets.** Private streets may be permitted for single-family attached, multi-family residential, commercial, and office developments only where the City Engineer and Public Works Director determine that a public street is not required or appropriate, subject to the following requirements:

A. Minimum street width of 26-feet from back of curb to back of curb is required, unless a greater width is required by the City Engineer for emergency access, services vehicles, or anticipated traffic volumes.

B. Pavement thickness and design shall be in accordance with the standards as provided in the City's adopted Street Design Practices.

C. A private street that is closed at one end shall not exceed six hundred (600) feet in length and shall be provided with a cul-de-sac, hammerhead, or other approved turnaround designed to accommodate emergency and service vehicles, as approved by the City Engineer and Fire Chief.

D. When considering the permitting of private streets, the City will take into account whether the development area can and should be connected to adjacent property. If such is the case, public streets shall be required.

E. Public infrastructure construction specifications for street pavement thickness, grades, alignment, geometry, maximum cross-slopes, sidewalks, and drainage shall be required for all private street improvements and such improvements shall be subject to the same inspection process as public streets.

F. Private street signage including all street signs shall be different than that of public street signage so residents can identify that they have entered a private street. Signage design shall be approved by the Zoning Administrator or their designee.

G. Ingress/Egress easements or outlots owned by the association will be required at a design size allowing for the installation of sidewalks, and utilities. All private infrastructure is the sole responsibility of the association.

H. Private streets and associated infrastructure shall remain under private ownership and maintenance and shall not be accepted by the City. The City Council may, at its sole discretion, consider acceptance of a private street only if expressly requested and only after documentation is provided demonstrating that the street has been designed, constructed, and maintained in full compliance with all applicable public street and public improvement standards in effect at the time such consideration is requested.

I. The City's inspection or approval of private streets shall not be construed as acceptance or an assumption of ownership, maintenance responsibility, or liability.

3. **Street Names.** All newly platted streets shall be named in a manner conforming to the prevailing street naming system. A proposed street that is obviously in alignment with other existing streets, or with a street that may logically be extended although the various portions be at a considerable distance from each other, shall bear the same name. Names of new streets shall be subject to the approval of the City Council in order to avoid duplication or close similarity of names.

4. **Lots.**

A. Double Frontage and Through Lots. Double frontage or through lots are generally discouraged but may be permitted where deemed appropriate by the City Engineer and Public Works Director due to site conditions or access management considerations, and where compliant with Chapter 175 of the Zoning Code.

B. Side Lot Lines. Side lot lines shall be approximately at right angles to the street or radial to curved streets.

C. Lot Size. All lots shall conform to the lot dimensions and area minimum as set forth in the applicable Zoning section of this Ordinance.

D. Flag Lots. Flag lots shall not be created, except where approved by Site Plan. Existing Flag Lots shall be re-subdivided prior to issuance of a Building Permit.

E. Street Access. Each lot shall have satisfactory access to an existing, paved public street, by means of frontage or easement.

F. Lots in a subdivision over ten (10) lots shall not access directly onto an existing public street or road, but shall face onto and be accessed by a new street designed for that purpose.

5. **Easements.**

A. General Requirement. Easements shall be provided for all subdivision improvements that serve or benefit more than one lot or property owner, to enable access to, use of, service from or by, operation, maintenance, repair, replacement, and any other lawful purpose associated with such improvements. Easements shall be provided for, but are not limited to, public sanitary sewers, water mains, storm sewers, stormwater management facilities, and stormwater overland flowage, and shall be designed in accordance with generally accepted engineering standards and practices, as approved by the City Engineer, and applicable City standards. An easement shall be considered public only when it is expressly dedicated on a recorded final plat or conveyed to the City by separate recorded instrument and formally accepted by the City in accordance with applicable law..

B. Public Utility Easements (PUE's) shall be provided along the front lot line of all lots, unless an alternative location or configuration is approved by the City Engineer, and along the side street lot line of corner lots, and along such other lot lines or locations as may be required to serve the subdivision, as determined by the City Engineer and public or private utility providers.

C. The minimum width for storm and sanitary sewer easements shall not be less than 30 feet and shall be wide enough to allow for the safe excavation of the underground improvement.

D. When an easement is dedicated to or held by the City, such easement shall convey to the City, its successors and assigns, the perpetual right within the areas shown on the plat to construct, reconstruct, operate, inspect, maintain, repair, and replace public improvements and utility facilities, including any associated appurtenances and equipment. Such rights shall include the authority to trim or remove trees and vegetation within the easement area where necessary to maintain required clearances and ensure the safe and reliable operation of such facilities. The City may, at its discretion, authorize

public or private utility providers to use such easement areas, consistent with the purpose of the easement.

6. **Improvements.**

A. General. The subdivider shall install and construct all improvements required by this chapter. All required improvements shall be installed and constructed in accordance with the "Iowa Statewide Urban Design and Specifications" on file in the office of the Clerk, under the supervision of the Council and to its satisfaction. In accordance with the provisions of Section 184.11 of this Chapter, inspection shall be provided by the City, at the subdivider's expense, as deemed necessary to assure compliance with approved plans, specifications, and applicable City standards for all portions of the construction to be dedicated to the City. Said inspection costs shall be paid by the subdivider before final approval will be given.

B. Grades. All streets, alleys, and sidewalks within the platted area that are dedicated for public use shall be constructed to the grades approved by the City Engineer in accordance with approved construction plans.

C. Paving. All paving of roadways constructed for public use shall be designed and installed in accordance with SUDAS, as adopted by the City, and applicable City standards. All proposed public streets shall be paved with Portland cement concrete (PCC), unless the City Engineer expressly approves an alternative paving material.

D. Streetlights. The proposed development shall submit a streetlight plan to the City for review and approval to verify compliance with the City's adopted street lighting standards and policies. Upon City approval, the streetlight plan shall be submitted to the electrical utility with jurisdiction for review and approval. The subdivider shall coordinate with and pay the electrical utility for the installation of public streetlights.

E. Sidewalks. Public sidewalks are required along both sides of new streets. The City Council may, at its sole discretion, waive or defer the construction of sidewalks on one side or both sides of a new street when determined as unnecessary to provide safe pedestrian circulation and access. Public sidewalks, where required, shall be constructed generally within one (1) foot inside the street right-of-way line, and a minimum of five (5) feet from the street curb, unless otherwise approved by the City Engineer. All sidewalks and their ramp intersections for street crossings shall be designed and constructed in accordance with ADA standards. Sidewalks shall be a minimum five (5) feet in width and constructed with PCC a minimum four (4) inches thick with subbase as appropriate for the soil conditions.

F. Underground Utilities. All utilities serving a subdivision, including cable television, telephone, electric lines, streetlights, gas mains, and similar facilities, shall be installed where necessary. Except for electric lines of nominal voltage exceeding 15,000 volts, all utility lines shall be installed underground; however, incidental appurtenances, including but not limited to transformers and enclosures, pedestal-mounted terminal boxes, meters, and meter cabinets, may be installed above ground provided they are located so as not to be unsightly or hazardous to the public and are in accordance with the standards

and specifications of the City Engineer. The subdivider shall be responsible for coordinating installation with the applicable utility companies. All utility installations shall comply with SUDAS and shall be installed so as not to interfere with other underground utilities. Any underground utility lines crossing beneath the right-of-way of a street, alley, or other public way shall be installed prior to construction of such street, alley, or way within the subdivision.

G. Soil Erosion and Sedimentation Control. A subdivider shall grade any portion of the area to be subdivided only in conformity with an approved grading plan, including an approved erosion and sedimentation plan, in accordance with SUDAS, for the entire area. The subdivider shall provide assurances, satisfactory to the City Engineer, that the grading improvements have been completed in accordance with the approved grading plan. No building or structure shall be constructed that is not in general conformance with the approved grading plan or with an amended plan that has been approved by the City. The subdivider shall provide the City with a copy of the NPDES Discharge Permit Authorization from the Iowa Department of Natural Resources for coverage of the subdivision. A copy of the notification of the IDNR shall also be submitted as development continues into the next addition of the subdivision. See Chapter 101 – Construction Site Erosion & Sediment Control, of the City Code of the City of Bondurant, Iowa, for additional requirements.

H. Post-Construction Stormwater Management Facilities. The subdivider shall, at the subdivider's expense, provide the subdivision with a storm sewer system to adequately handle a five-year rain storm. The system shall include basins, culverts, ditches, intakes, manholes, or any structure deemed necessary. All such structures shall meet SUDAS design standards. In addition, the subdivider shall, at the subdivider's expense, provide the subdivision with overland drainage courses and easements to adequately handle stormwater in excess of a five-year rainstorm and up to a 100-year rainstorm, in accordance with the provisions of Iowa Code Section 364.3(18). See Chapter 102 – Post-Construction Stormwater Management, of the City Code of the City of Bondurant, Iowa, for additional requirements. All stormwater management facilities within the subdivision shall be installed in accordance with the stormwater management report submitted with the preliminary plat and prepared by a licensed engineer registered to practice in the State of Iowa.

(1) Storm detention shall not be located within a FEMA-designated 1% floodplain. Storm detention shall not be located within minimum required buffer yards or landscape setbacks unless the detention is located within a subsurface structure of sufficient depth below the surface to allow required landscaping to be planted and maintained over such buried detention.

(2) Each lot shall be provided with minimum six-inch diameter storm sewer service line that is a minimum of four feet below ground level, stubbed to the property line, unless the Zoning Administrator determines that sump lines can be taken to an existing overland drainage area. The sump pump line shall be a minimum of one and one-half inches in diameter.

(3) The storm sewer system line shall be made of reinforced concrete pipe or polyvinyl chloride (PVC) pipe. The sump pump lines shall be made of PVC, PVC Truss, or PVC

corrugated pipe. All structures shall be built in accordance with City of Bondurant Standard Construction Specifications for Subdivisions.

(4) The storm sewer system shall be large enough to provide for anticipated extension of use to serve additional areas, as set out in the adopted Comprehensive Plan.

(5) Storm sewer service lines shall be connected to the City storm sewer system at intakes, manholes, or directly into the City storm sewer pipe.

(6) Tapping storm sewer service lines into the City storm sewers shall be by using approved methods. Should it not be possible to install a storm sewer service, as described above, alternative plans may be submitted for review by the City. No stormwater, surface water, ground water, roof runoff, swimming pool, subsurface drainage, cooling water or unpolluted water shall be discharged into the City sanitary sewer system. Any such discharge into the City sanitary sewer system shall be deemed a public nuisance and a municipal infraction.

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

(8) Stormwater detention and retention facilities, including basins, shall remain in private ownership and shall not be accepted for ownership or maintenance by the City unless expressly approved by the City Council.

I. Water and Sewers. Water mains, sanitary sewer lines, storm sewers, and their appurtenances shall be designed, constructed, and installed in accordance with SUDAS, this Chapter, and the plans and specifications adopted by the City Council.

(1) Public Sanitary Sewer Requirement and System Capacity. All subdivisions shall be served by public sanitary sewer where such service is reasonably available, as required by City Code. Sanitary sewer systems shall be designed by a registered professional engineer and sized and aligned to accommodate the ultimate development of the area, as determined by the City Engineer.

(2) Alternative, Interim, and Future Sanitary Sewer Service. Where the City Council determines that public sanitary sewer service is not reasonably available, alternative or interim sewage disposal systems may be considered, subject to City Council approval and compliance with applicable county and state requirements. For subdivisions that are reasonably capable of future connection to public sanitary sewer, the City may require the installation of dry sanitary sewers, easements, agreements for future service, and an agreement to annex, as deemed necessary to protect public health, ensure orderly development, and facilitate future sanitary sewer extensions. Where alternative or interim systems are proposed, the subdivider shall submit soil percolation tests prepared in accordance with Polk County specifications.

(3) System Extension, Depth, and Accessibility. Water and sewer lines shall be extended to serve each lot and to the subdivision's outermost boundaries. Such facilities may

be required to extend across adjacent arterial or collector streets and be constructed at sufficient depth and alignment, as determined by the City Engineer, to allow future extension to undeveloped or adjacent properties.

(4) Minimum Design Standards. At a minimum, water mains shall be eight (8) inches in diameter; sanitary sewers shall be eight (8) inches in diameter but may be required to be twelve (12) inches in diameter where deemed necessary by the City Engineer; fire hydrants shall be spaced no more than three hundred fifty (350) feet apart; and storm sewer systems shall be designed to convey runoff from a five-year storm event, unless a higher standard is required elsewhere in this Chapter.

(5) Common or Private Utility Facilities. Where private utility facilities are proposed, a homeowners' association or other entity with covenants and maintenance agreements acceptable to the City shall be required to provide for the ownership, operation, and maintenance of such facilities.

J. Stream Buffers. Any subdivision containing a stream or regulated surface drainage course shall comply with the Stream Buffer Protection and Management requirements of Chapter 167 of the City Code, including the dedication of any required stream buffer easements.

K. Traffic Control Signs and Street Name Signs. The proposed development shall be responsible for the installation and cost of traffic control signs and street name signs as required by the City.

L. US Postal Service Cluster Mailboxes. The proposed development shall install cluster mailboxes as required by the US Postal Service.

M. Homeowners Association. A Homeowners Association shall be created for any development with privately owned streets, utilities, open space, buffers, stormwater management facilities, drain tiles, sewers, or other private service which is utilized by more than one homeowner. Any changes in the responsibilities of the Homeowners Association shall require approval of City Council.

7. **Timing of Installation.** All underground utilities, water lines, sanitary sewers, and storm drains installed in streets, shall be constructed before the streets are surfaced. Connections to all underground utilities, water lines, and sanitary sewers from approved parcels shall be laid to sufficient lengths, as determined by the city engineer, to avoid the need for disturbing the street improvements when service connections are made.

8. **Construction Plans.** Detailed construction plans showing the grading plan and all required public and private improvements including streets, stormwater detention facilities, stormwater detention buffer strips, storm sewers, water main, sanitary sewer, and other applicable improvements. The construction plans must show all areas designated as overland flow swales or drainage courses. The construction plan shall include spot design elevations along the flow line of all drainage swales at each property line and mid-lot location exceed 50 feet. The City may require spot elevations to be added at additional locations deems critical to the proper performance of drainage path. Construction of improvements within a subdivision

shall not commence prior to the approval of the construction plans unless the City authorizes the start of construction prior to the approval of the construction plans.

The approval of plans and specifications relative to improvements required by this Chapter shall be effective for a period of one year after the approval. This time period may be extended by the Zoning Administrator, at their sole discretion. If the required improvements are not in place and accepted by the City within the times specified, the approval shall lapse and construction shall not be started and construction under way shall cease until resubmitted plans and specifications have been approved. The City shall have the right, at the time of the new request for approval, to require the subdivider to use the type of construction, the materials, the methods and standard of subdivision improvements equal to the specifications of the City for like work which are in effect at that time. The City may also require that the subdivider comply with any amended ordinance or ordinances relative to improvements under this chapter or any successor chapter relative to subdivision improvements which have been adopted between the time of initial approval and the renewed approval as herein required. The reapproval as required by this section specifically applies only to the plans and specifications relative to subdivision improvements and has no application as to lot sizes, set backs, lot boundaries, street location or other platting requirements which shall be final on Council approval unless changed by some other method permitted by law.

184.9 PUBLIC PARKLAND DEDICATION. The dedication of public park land is being required to ensure that land is properly located and preserved for park and recreational purposes to serve future community growth.

1. **Requirement.** The development of any property for residential purposes shall be required to dedicate public parkland. No new plats or site plans for residential development shall be approved unless the provisions of this section are complied with.

2. **Exemptions.** The following shall be exempted from the public parkland dedication requirements.

   A. Developments that do not include residential units.

   B. Minor subdivisions.

   C. Alterations or expansions of an existing building where no residential units are created and where the use is not changed. This includes the replacement of a destroyed or partially destroyed building or structure with a new building or structure of the same size and use.

   D. The construction of accessory buildings or structures.

   E. Developments with existing plats, site plans, or building permits that have received approval prior to the enactment of this section.

   F. Any non-residential uses that are part of a plat or site plan with mixed uses.

3. **Change of Use.** In the case of a change of use, redevelopment, or expansion which requires the approval of an amended plat or site plan, the park dedication requirements shall be based on the new lots or new units being proposed.

4. **Amount to be Dedicated.** This subsection shall prescribe the minimum amount of space to be provided for public park purposes in each proposed development. The amount of parkland dedication is identified by multiplying the Parkland Dedication Standard by the Development Population.

   A. Parkland Dedication Standard. The City's parkland dedication standard is 5 acres per 1,000 residents (0.005 acres per resident).

   B. Development Population. The City has determined that the average number of people per dwelling unit varies based on the dwelling unit type. Thus, in order to calculate how many people will be residing in a proposed development the developer must multiply the number of planned dwelling units of each type by the average number of people per unit as identified in the following table:

Dwelling Unit Type	Population/Unit
Single-Family Detached, Single Family Attached, Duplex, Triplex, Townhome or Mobile Home	3.0
Multi-Family	2.0

   C. Calculation. To determine the required parkland for each development, the developer shall take the park dedication per resident identified in A above and multiply it by the proposed development population calculated in B above. For illustration purposes only:

   0.005 acres/individual X 225 individuals (75 lots x 3.0 persons per unit) = 1.125 acres.

5. **Acceptable Land Defined.** Land dedicated for park purposes shall be suitable for its intended use, considering slope, topography, geology, and surrounding conditions. Wetlands, floodplains, floodways, stormwater detention or retention areas, ponds, and steep slopes, if considered acceptable by the City for City ownership and maintenance, shall not be credited toward required parkland dedication. At least 75 percent of the dedicated area shall be suitable for active recreation, meaning it is sufficiently level and free of public or private utilities, streams, and drainage ditches.

6. **Payment in Lieu of Parkland.** In lieu of dedicating parkland, a developer may request approval to satisfy the parkland dedication requirement through a cash payment. The City Council shall evaluate such request giving due consideration to the factors set forth in Section 7.A hereinbelow. The amount of the payment shall be based on the minimum acreage of parkland otherwise required and a per-acre fair market value established annually by resolution of the City Council. Alternatively, upon request by the developer and approval by the City Council, fair market value of the required parkland may be determined by a mutually appointed appraiser, in which case the developer shall be responsible for all costs incurred in determining the appraised value.

7. **General Regulations.**

A. The determination of what land shall be dedicated shall be based on the following:

(1) The Bondurant Comprehensive Plan and the Bondurant Parks, Trails, and Greenways Master Plan, with emphasis on providing parkland within reasonable walking distance of the population served.

(2) Area master plans.

(3) The topography and geology of the land within the subdivision.

(4) The location of existing and proposed parks, trails and greenways.

(5) The size and shape of the property and the land available for dedication.

(6) The presence of undeveloped lands adjacent to the development boundary where a dedication may be favorable so as to allow the public parkland to be increased in size when the adjacent property develops.

B. At the time of filing a preliminary plat or site plan, the applicant shall identify the method by which the minimum parkland dedication requirement will be satisfied, including land dedication, payment of a fee in lieu thereof, or a combination of both. The method by which the parkland dedication requirements are being satisfied and the proposed number of dwelling units by type for park dedication calculation purposes shall be shown on the preliminary plat or site plan and reviewed as part of the applicable approval process. Such designation of dwelling units shall not constitute approval of unit design, location, or density.

C. If the developer wishes to change the density, a new plat map or site plan shall be submitted detailing the changes. If the density is increased, the additional dedication amount shall be calculated and will be due before changes can be approved. Should the density be lowered, arrangements will be made to return dedicated property, at the developer's expense, provided that it has not yet been developed as park space.

D. Land conveyed to the City for park purposes shall be conveyed by warranty deed, free and clear of any and all liens and encumbrances, including judgments, attachments, mechanics, and other liens.

E. The developer shall prepare all land proposed for park dedication, at the developer's expense, in a manner acceptable to the City prior to dedication. Such preparation shall include the following:

(1) Dedicated parkland shall abut a fully improved public street and be configured to ensure clear public visibility and access. The developer shall construct all required public sidewalks and related improvements along all street frontages abutting the parkland. At least fifteen (15) percent of the parkland perimeter shall front a public

right-of-way; parkland located primarily to the rear of lots or otherwise limiting public visibility or accessibility is discouraged. Access routes shall be a minimum of thirty (30) feet in width for trail access and fifty (50) feet in width for roadway access. Where the subdivision layout reasonably allows, the City Council may require the parkland fronts multiple public right-of-way areas.

(2) On-site drainage patterns shall be designed and constructed by the developer with the approval of the City.

(3) Grading shall comply with approved plans.

(4) Top soil shall be spread evenly and lightly compacted to an adequate depth for turf growth.

(5) Seeding shall occur during the fall or spring in accordance with standard specifications of the City. A maintainable stand of grass shall be established prior to acceptance by the City.

184.10 CONSTRUCTION, BONDING, AND ACCEPTANCE OF PUBLIC IMPROVEMENTS. In accordance with Section 184.5 of this Chapter, required public improvements shall be constructed prior to acceptance by the City Council unless the subdivider posts a performance bond or other acceptable surety guaranteeing completion of such improvements. Before adoption of a resolution accepting public improvements, the City Engineer shall certify that the improvements comply with approved plans, City specifications, ordinances, and applicable agreements, and the City Attorney shall certify that all required bonds and legal instruments have been properly filed.

1. **Performance Bonds.** When permitted by the City Council, a subdivider may post a performance bond, certified check, or other acceptable surety in lieu of constructing required public improvements prior to acceptance. The performance bond or surety shall be in an amount not less than one and one-half (1.5) times the estimated cost to complete the required improvements, as certified by the subdivider's engineer or as otherwise determined by the City Engineer or Zoning Administrator, or their designees. The bond shall guarantee completion of all required public improvements within one (1) year, unless a different timeframe is approved by the City Council.
   Approval of a final plat when a performance bond is posted shall not constitute acceptance of any public improvements.

2. **Maintenance Bonds.** As a condition of acceptance of public improvements, the subdivider shall warrant the design, materials, workmanship, installation, and construction of all public improvements and shall provide a maintenance bond or other collateral acceptable to the City and City Legal Counsel to secure such warranty. Maintenance bonds shall be effective from the date of City Council acceptance and shall remain in force for the minimum periods specified below, or as otherwise provided in Section 184.8 of this Chapter:

   A. Concrete Paving: four (4) years

   B. Storm Sewers and Appurtenances: four (4) years

C. Sanitary Sewers and Appurtenances: four (4) years

D. Water Mains and Appurtenances: four (4) years

The maintenance bond or other security shall ensure the prompt repair or replacement of any public improvements determined by the City to be defective following acceptance and shall indemnify and hold the City harmless from any and all costs, losses, or damages arising from such defective improvements.

No public funds shall be expended, and no City maintenance shall occur, for any subdivision improvements until such improvements have been fully constructed and accepted by resolution of the City Council.

184.11 INSPECTION OF PUBLIC IMPROVEMENTS. All public improvements proposed to be dedicated to or accepted by the City, including but not limited to streets, alleys, sanitary sewers, storm sewers, and water facilities, shall be subject to inspection and verification prior to acceptance by the City. Inspection and verification shall be performed by an engineering firm furnished by the City to confirm compliance with approved subdivision plans and specifications and all other applicable City and State requirements. All costs associated with inspection and verification shall be borne by the developer and paid prior to final plat approval. Such costs include, but are not limited to, City contractors and subconsultants, laboratory and field testing, administrative costs, and City employee salaries and benefits incurred in connection with inspection, review, and verification of the improvements. The engineer furnished by the City shall certify to the City that the public improvements were constructed in accordance with the plans and specifications approved by the City. As a condition of acceptance, the developer shall provide all required inspection reports, certifications, and record drawings in accordance with this Chapter, including the record drawing requirements set forth in Section 184.7.

An improvement shall not be accepted or approved for public use if improvement has not been properly inspected and verified, or is otherwise determined by the engineer to potentially not be fully compliant with the approved subdivisions improvement plans and specifications or other required standards and specifications. It shall be the developer's duty to document and demonstrate, by whatever means may be necessary that the improvement in question does in fact fully comply with this Code and all other applicable codes and regulations.

Should improvements be found deficient or defective, Owner of development, prior to acceptance, will correct all said deficiencies or defects in order to be in compliance with approved subdivision plans and specifications and all other applicable city and state regulations. The subdivider will be notified in writing by City staff of the specific deficiencies or defects. Within 30 calendar days of the City's notice, the subdivider must submit a written plan and schedule outlining steps to correct said deficiencies or defects.

184.12 WAIVERS. Where the strict application of standards or requirements established by this Chapter would cause substantial hardship or impose unreasonable restrictions on the development of a tract of land because of natural or physical conditions or limitations not created by the owner or developer, the Commission may recommend and the Council may grant such waivers from these

standards or requirements as may be necessary to permit the reasonable development of the land while preserving the intent of this Chapter.

184.13 AMENDMENTS. Any provisions of these regulations may be changed and amended from time to time by the Council; provided, however, that such changes and amendments shall not become effective until after study and report by the Commission and until after a public hearing has been held, public notice of which shall be given in accordance with the provisions of the Code of Iowa.

184.14 ENFORCEMENT. In addition to other remedies and penalties prescribed by law, the provisions of this Chapter shall not be violated subject to the following:

1. No plat-of-survey, plat or subdivision in the City or within two miles thereof shall be recorded or filed with the County Recorder, nor shall any plat or subdivision have any validity until it complies with the provisions of this Chapter and has been approved by the Zoning Administrator or City Council as prescribed herein.

2. No more than one principal structure shall be permitted on any tract existing as of the effective date of this Chapter unless the tract is platted in accordance with these regulations. This limitation shall not apply to planned multi-family, commercial, industrial, governmental, or school developments under common ownership that are constructed in accordance with an approved overall site development plan.

3. No public improvements over which the Council has control shall be made with City funds, nor shall any City funds be expended for street maintenance, street improvements, or other services in any area that has been subdivided after the adoption of the regulations in this Chapter unless such subdivision and streets have been approved in accordance with the provisions of this Chapter and the street accepted by the Council as a public street.

CHAPTER 185 – COMMERCIAL TOWERS, ANTENNAS, AND SATELLITE DISHES AND WIRELESS COMMUNICATIONS FACILITIES

185.1 PURPOSE AND INTENT
185.2 DEFINITIONS
185.3 POLICY AND DESIRED GOALS FOR CONDITIONAL USE PERMITS FOR WIRELESS TELECOMMUNICATIONS FACILITIES.
185.4 EXCEPTIONS FROM A CONDITIONAL USE PERMIT FOR WIRELESS TELECOMMUNICATIONS FACILITIES.
185.5 EXCLUSIONS.
185.6 CONDITIONAL USE PERMIT APPLICATION AND OTHER REQUIREMENTS.
185.7 LOCATION OF WIRELESS TELECOMMUNICATIONS FACILITIES.
185.8 SHARED USE OF WIRELESS TELECOMMUNICATIONS FACILITIES AND OTHER STRUCTURES.
185.9 HEIGHT OF TELECOMMUNICATIONS TOWER(S).
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185.11 SECURITY OF WIRELESS TELECOMMUNICATIONS FACILITIES.
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185.13 SETBACKS.
185.14 PROCEDURES.
185.15 RESERVATION OF AUTHORITY TO INSPECT WIRELESS TELECOMMUNICATIONS FACILITIES.
185.16 LIABILITY INSURANCE REQUIRED.
185.17 INDEMNIFICATION.
185.18 REMOVAL OF WIRELESS TELECOMMUNICATIONS FACILITIES.
185.19 ADHERENCE TO STATE AND/OR FEDERAL RULES AND REGULATIONS.

185.1 Purpose and Intent. The City of Bondurant finds that Wireless Telecommunications Facilities may pose concerns to the health, safety, public welfare, character and environment of the City and its citizens. The City also recognizes that facilitating the development of wireless service technology can be an economic development asset to the City and of significant benefit to the City and its residents. In order to insure that the placement, construction or modification of Wireless Telecommunications Facilities is consistent with the City's land use policies, the City is adopting a single, comprehensive, Wireless Telecommunications Facilities application and permit process. The intent of this Ordinance is to minimize impact of Wireless Telecommunications Facilities, establish a fair and efficient process for review and approval of applications, assure an integrated, comprehensive review of environmental impacts of such facilities, and protect the health, safety and welfare of the City.

185.2 Definitions. For purposes of this chapter, and where not inconsistent with the context of a particular section, the defined terms, phrases, words, abbreviations, and their derivations shall have the meaning given in this section. When not inconsistent with the context, words in the present tense include the future tense, words used in the plural number include words in the singular number and words in the singular number include the plural number. The word "shall" is always mandatory, and not merely directory.

1. **"Accessory Facility or Structure"** means an accessory facility or structure serving or being used in conjunction with Wireless Telecommunications Facilities and located on the same property or lot as the Wireless Telecommunications Facilities, including but not limited to, utility or transmission equipment storage sheds or cabinets.

2. **"Applicant"** means any wireless service provider submitting an Application for a Conditional Use Permit for Wireless Telecommunications Facilities.

3. **"Application"** means all necessary and appropriate documentation that an Applicant submits in order to receive a Conditional Use Permit for Wireless Telecommunications Facilities.

4. **"Antenna"** means a system of electrical conductors that transmit or receive electromagnetic waves or radio frequency or other wireless signals.

5. **"Co-location"** means the use of an existing Tower or structure to support Antennae for the provision of wireless services. A replacement tower that is constructed on the same site as an existing tower will be considered a co-location as long as the new tower is no more than twenty feet taller than the old tower and that the old tower is removed in a reasonably short time frame after the new tower is constructed.

6. **"Commercial Impracticability"** or **"Commercially Impracticable"** means the inability to perform an act on terms that are reasonable in commerce; the cause or occurrence of which could not have been reasonably anticipated or foreseen and that jeopardizes the financial efficacy of the project. The inability to achieve a satisfactory financial return on investment or profit, standing alone, shall not deem a situation to be "commercially impracticable" and shall not render an act or the terms of an agreement "commercially impracticable".

7. **"FAA"** means the Federal Aviation Administration, or its duly designated and authorized successor agency.
8. **"FCC"** means the Federal Communications Commission, or its duly designated and authorized successor agency.

9. **"Height"** means, when referring to a Tower or structure, the distance measured from the pre-existing grade level to the highest point on the Tower or structure, even if said highest point is an Antenna or lightening protection device.

10. **"Modification"** or **"Modify"** means, the addition, removal or change of any of the physical and visually discernable components or aspects of a wireless facility, such as antennas, cabling, equipment shelters, landscaping, fencing, utility feeds, changing the color or materials of any visually discernable components, vehicular access, parking and/or an upgrade or change out of equipment for better or more modern equipment. Adding a new wireless carrier or service provider to a Telecommunications Tower or Telecommunications Site as a co-location is a modification. A Modification shall not include the replacement of any components of a wireless facility where the replacement does not materially increase the structural loading on the Telecommunication Structure and/or is identical to the component being replaced or for any matters that involve the normal repair and maintenance of a wireless facility without adding, removing or changing anything.

11. **"NIER"** means Non-Ionizing Electromagnetic Radiation

12. **"Person"** means any individual, corporation, estate, trust, partnership, joint stock company, association of two (2) or more persons having a joint common interest, or any other entity.

13. **"Personal Wireless Facility"** See definition for 'Wireless Telecommunications Facilities'

14. **“Personal Wireless Services”** or **“PWS”** or **“Personal Telecommunications Service”** or **“PCS”** shall have the same meaning as defined and used in the 1996 Telecommunications Act.

15. **"Repairs and Maintenance"** means the replacement of any components of a wireless facility where the replacement is identical in all material respects to the component being replaced or for any matters that involve the normal repair and maintenance of a wireless facility without the addition, removal or change of any of the physical or visually discernable components or aspects of a wireless facility that will materially add to the visible appearance of the facility as originally permitted.

16. **“Conditional Use Permit”** means the official document or permit by which an Applicant is allowed to file for a building permit to construct and use Wireless Telecommunications Facilities as granted or issued by the City.

17. **“Stealth”** or **“Stealth Technology”** means to minimize adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean using the least visually and physically intrusive facility that is not technologically or commercially impracticable under the facts and circumstances.

18. **“State”** means the State of Iowa.

19. **“Telecommunications”** means the transmission and/or reception of audio, video, data, and other information by wire, radio frequency, light, and other electronic or electromagnetic systems.

20. **“Telecommunication Site”** See definition for “Wireless Telecommunications Facilities.”

21. **“Telecommunications Structure”** means a structure used in the provision of services described in the definition of “Wireless Telecommunications Facilities.”

22. **“Temporary”** means, temporary in relation to all aspects and components of this Ordinance, something intended to, or that does not exist for more than ninety (90) days.

23. **“Tower”** means any structure designed primarily to support an antenna for receiving and/or transmitting a wireless signal, and includes:

    A. **“Guyed tower”** means a communication tower that is supported, in whole or in part, by guy wires and ground anchors.

    B. **“Lattice tower”** means a guyed or self-supporting three or four sided, open, steel frame communication tower.

    C. **“Monopole tower”** means a communication tower consisting of a single pole, constructed without guy wires and ground anchors.

24. **"Wireless Telecommunications Facilities"** means and includes a **"Telecommunications Site"** and **"Personal Wireless Facility."** It means a structure, facility or location designed, or intended to be used as, or used to support Antennas or other transmitting or receiving devices. This includes without limit, Towers of all types and kinds and structures, including, but not limited to buildings, church steeples, silos, water towers, signs or other structures that can be used as a support structure for Antennas or the functional equivalent of such. It further includes all related facilities and equipment such as cabling, equipment shelters and other structures associated with the site. It is a structure and facility intended for transmitting and/or receiving radio, television, cellular, SMR, paging, 911, Personal Communications Services (PCS), commercial satellite services, microwave services and any commercial wireless telecommunication service not licensed by the FCC.

185.3 Policy and Desired Goals for Conditional Use Permits for Wireless Telecommunications Facilities. In order to ensure that the placement, construction, and modification of Wireless Telecommunications Facilities protects the City's health, safety, public welfare, environmental features, the nature and character of the community and neighborhood and other aspects of the quality of life specifically listed elsewhere in this Ordinance, the City hereby adopts an overall policy with respect to a Conditional Use Permit for Wireless Telecommunications Facilities for the express purpose of achieving the following goals:

1. Requiring a Conditional Use Permit for any new, co-location or modification of a Wireless Telecommunications Facility.

2. Implementing an Application process for person(s) seeking a Conditional Use Permit for Wireless Telecommunications Facilities;

3. Establishing a policy for examining an application for and issuing a Conditional Use Permit for Wireless Telecommunications Facilities that is both fair and consistent.

4. Promoting and encouraging, wherever possible, the sharing and/or co-location of Wireless Telecommunications Facilities among service providers.

5. Promoting and encouraging, wherever possible, the placement, height and quantity of Wireless Telecommunications Facilities in such a manner, including but not limited to the use of stealth technology, to minimize adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean using the least visually and physically intrusive facility that is not technologically or commercially impracticable under the facts and circumstances.

6. That in granting a Conditional Use Permit, the City has found that the facility shall be the most appropriate site as regards being the least visually intrusive among those available in the City.

185.4 Exceptions from a Conditional Use Permit for Wireless Telecommunications Facilities.

1. Except as otherwise provided by this Chapter no Person shall be permitted to site, place, build, construct, modify or prepare any site for the placement or use of, Wireless

Telecommunications Facilities as of the effective date of this Chapter without having first obtained a Conditional Use Permit for Wireless Telecommunications Facilities. Notwithstanding anything to the contrary in this section, no Conditional Use Permit shall be required for those non-commercial exceptions as noted herein this chapter.

2. All legally permitted Wireless Telecommunications Facilities, constructed as permitted, existing on or before the effective date of this Chapter shall be allowed to continue as they presently exist.

3. Any Repair and Maintenance of a Wireless Facility does not require an Application for a Conditional Use Permit.

185.5 Exclusions. The following shall be exempt from this Chapter:

1. The City's fire, police, department of transportation or other public service facilities owned and operated by the local government.

2. Any facilities expressly exempt from the City's siting, building and permitting authority.

3. Over-the-Air reception Devices including the reception antennas for direct broadcast satellites (DBS), multichannel multipoint distribution (wireless cable) providers (MMDS), television broadcast stations (TVBS) and other customer-end antennas that receive and transmit fixed wireless signals that are primarily used for reception.

4. Facilities exclusively for private, non-commercial radio and television reception and private citizen's bands, licensed amateur radio and other similar non-commercial Telecommunications, subject to the provisions as provided elsewhere within City Code and Chapter 179 of the City's Zoning Code regulations.

5. Facilities exclusively for providing unlicensed spread spectrum technologies (such as IEEE 802.11a, b, g (Wi-Fi) and Bluetooth) where the facility does not require a new tower.

6. Co-locations and repairs and maintenance shall comply with the standards and requirements of this chapter but shall not require approval of a Conditional Use Permit. Co-locations shall require review and approval of a building permit application prior to installation.

185.6 Conditional Use Permit Application and Other Requirements.

1. All Applicants for a Conditional Use Permit for Wireless Telecommunications Facilities or any modification of such facility shall comply with the requirements set forth in this Chapter. The Board of Adjustment is the officially designated agency or body of the City to whom applications for a Conditional Use Permit for Wireless Telecommunications Facilities must be made, and that is authorized to review, analyze, evaluate and make decisions with respect to granting or not granting or revoking Conditional Use Permits for Wireless Telecommunications Facilities. The City has delegated the Board of Adjustment to accept, review, analyze, evaluate and make decisions with respect to the granting or not granting or revoking Conditional Use Permits for Wireless Telecommunications Facilities.

2. The City may reject applications not meeting the requirements stated herein or which are otherwise incomplete

3. No Wireless Telecommunications Facilities shall be installed, constructed or modified until the Application is reviewed and approved by the City, and the Conditional Use Permit has been issued.

4. Any and all representations made by the Applicant to the City on the record during the Application process, whether written or verbal, shall be deemed a part of the Application and may be relied upon in good faith by the City

5. An Application for a Conditional Use Permit for Wireless Telecommunications Facilities shall be signed on behalf of the Applicant by the person preparing the same and with knowledge of the contents and representations made therein and attesting to the truth and completeness of the information.

6. The Applicant must provide documentation to verify it has the right to proceed as proposed on the Site. This would require an executed copy of the lease with the landowner or landlord or a signed letter acknowledging authorization. If the applicant owns the site, a copy of the ownership record is required.

7. The Applicant shall include a statement in writing:

    A. That the applicant's proposed Wireless Telecommunications Facilities shall be maintained in a safe manner, and in compliance with all conditions of the Conditional Use Permit, without exception, unless specifically granted relief by the City in writing, as well as all applicable and permissible local codes, ordinances, and regulations, including any and all applicable City, State and Federal Laws, rules, and regulations;

    B. That the construction of the Wireless Telecommunications Facilities is legally permissible, including, but not limited to the fact that the Applicant is authorized to do business in the State.

8. Where a certification is called for in this Chapter, such certification shall bear the signature and seal of a Registered Professional licensed in the State.

9. In addition to all other required information as stated in this chapter, all applications for the construction or installation of new Wireless Telecommunications Facilities or modification of an existing facility shall contain the information hereinafter set forth.

    A. A descriptive statement of the objective(s) for the new facility or modification including and expanding on a need such as coverage and/or capacity requirements;

    B. Documentation that demonstrates and proves the need for the Wireless Telecommunications Facility to provide service primarily and essentially within the City. Such documentation shall include propagation studies of the proposed site and all

adjoining planned, proposed, in-service or existing sites that demonstrate a significant gap in coverage and/or if a capacity need, including an analysis of current and projected usage;

C. The name, address and phone number of the person preparing the report;

D. The name, address, and phone number of the property owner and Applicant, and to include the legal name of the Applicant. If the site is a tower and the owner is different that the applicant, provide name and address of the tower owner;

E. The postal address and tax map parcel number of the property;

F. The Zoning District or designation in which the property is situated;

G. Size of the property stated both in square feet and lot line dimensions, and a survey showing the location of all lot lines;

H. The location of nearest residential structure;

I. The location, size and height of all existing and proposed structures on the property which is the subject of the Application;

J. The type, locations and dimensions of all proposed and existing landscaping, and fencing;

K. The azimuth, size and center-line height location of all proposed and existing antennae on the supporting structure;

L. The number, type and model of the Antenna(s) proposed with a copy of the specification sheet;

M. The make, model, type and manufacturer of the Tower and design plan stating the Tower's capacity to accommodate multiple users

N. A site plan describing the proposed Tower and Antenna(s) and all related fixtures, structures, appurtenances and apparatus, including height above pre-existing grade, materials, color and lighting;

O. The frequency, modulation and class of service of radio or other transmitting equipment;

P. The actual intended transmission power stated as the maximum effective radiated power (ERP) in watts;

Q. Signed documentation such as the "Checklist to Determine Whether a Facility is Categorically Excluded" to verify that the Wireless Telecommunication Facility with the proposed installation will be in full compliance with the current FCC RF Emissions guidelines (NIER). If not categorically excluded, a complete RF Emissions study is required to provide verification;

R. A signed statement that the proposed installation will not cause physical or RF interference with other telecommunications devices;

S. A copy of the FCC license applicable for the intended use of the Wireless Telecommunications Facilities;

T. A copy of the geotechnical sub-surface soils investigation, evaluation report and foundation recommendation for a proposed or existing Tower site and if existing Tower or water tank site, a copy of the installed foundation design.

10. The applicant will provide a written copy of the determination as to whether the proposed new Tower or existing structure intended to support wireless facilities is in compliance with Federal Aviation Administration Regulation Part 77 and if it requires lighting. This requirement shall also be for any existing structure or building where the application increases the height of the structure or building. If this analysis determines that an FAA determination is required, then all filings with the FAA, all responses from the FAA and any related correspondence shall be provided with the application.

11. Application for New Tower.

A. In the case of a new Tower, the Applicant shall be required to submit a written report demonstrating its meaningful efforts to secure shared use of existing Tower(s) or the use of alternative buildings or other structures within the City. Copies of written requests and responses for shared use shall be provided to the City in the Application, along with any letters of rejection stating the reason for rejection.

B. The Tower shall be structurally designed to accommodate at least three (3) additional Antenna Arrays equal to those of the Applicant and located as close to the Applicant's Antenna as possible without causing interference. This requirement may be waived, provided that the Applicant, in writing, demonstrates that the provisions of future shared usage of the Tower is not technologically feasible, is Commercially Impracticable or creates an unnecessary and unreasonable burden, based upon:

(1) The foreseeable number of FCC licenses available for the area;

(2) The kind of Wireless Telecommunications Facilities site and structure proposed;

(3) The number of existing and potential licenses without Wireless Telecommunications Facilities spaces/sites;

(4) Available space on existing and approved Towers.

C. The owner of a proposed new Tower, and his/her successors in interest, shall negotiate in good faith for the shared use of the proposed Tower by other Wireless service providers in the future, and shall:

(1) Respond within 60 days to a request for information from a potential shared-use Applicant;

(2) Negotiate in good faith concerning future requests for shared use of the new Tower by other Telecommunications providers;

(3) Allow shared use of the new Tower if another Telecommunications provider agrees in writing to pay reasonable charges and adhere to business, legal, engineering, and other terms as set by the owner. The charges may include, but are not limited to, a pro rata share of the cost of site selection, planning, project administration, land costs, site design, construction and maintenance financing, return on equity, less depreciation, and all of the costs of adapting the Tower or equipment to accommodate a shared user without causing electromagnetic interference.

(4) Failure to abide by the conditions outlined above may be grounds for revocation of the Conditional Use Permit.

12. The Applicant shall provide certification with documentation (structural analysis) including calculations that the Telecommunication Facility Tower and foundation and attachments, rooftop support structure, water tank structure, and any other supporting structure as proposed to be utilized are designed and will be constructed to meet all local, City, State and Federal structural requirements for loads, including wind and ice loads.

13. If proposal is for a co-location or modification on an existing Tower, the applicant is to provide signed documentation of the Tower condition such as an ANSI report as per Annex E, Tower Maintenance and Inspection Procedures, ANSI/TIA/EIA-222F or most recent version. The inspection report must be performed every three (3) years for a guyed tower and five (5) years for monopoles and self-supporting towers.

14. All Applications for a proposed Wireless Telecommunications Facilities shall contain a demonstration that the Facility will be sited so as to minimize visual intrusion as much as possible, and balance the potential benefits of the facility with the potential adverse visual effect considering the factors delineated in Section 5, and will thereby have the least adverse visual effect on the environment and its character and on the residences in the area of the Wireless Telecommunications Facility.

15. For a new Tower, a new Antenna attachment to an existing structure, or modification adding to the visual impact, the Applicant shall furnish a Visual Impact Assessment, which shall include:

    A. Pictorial representations of “before and after” (photo simulations) views from key viewpoints both inside and outside of the City as may be appropriate, including but not limited to State highways and other major roads; State and local parks; other public lands; historic districts; preserves and historic sites normally open to the public; and from any other location where the site is visible to a large number of visitors, travelers or residents. Guidance will be provided, concerning the appropriate key sites at the pre-application

meeting. Provide a map showing the locations of where the pictures were taken and distance from the proposed structure.

B. A written description of the visual impact of the proposed facility including; and as applicable the Tower base, guy wires, fencing and accessory buildings from abutting and adjacent properties and streets as relates to the need or appropriateness of screening.

16. The Applicant shall demonstrate and provide in writing and/or by drawing how it shall effectively screen from view the base and all related equipment and structures of the proposed Wireless Telecommunications Facility.

17. The Wireless Telecommunications Facility and any and all accessory or associated facilities shall maximize the use of building materials, colors and textures designed to blend with the structure to which it may be affixed and/or to harmonize with the natural surroundings. This shall include the utilization of stealth or concealment technology as may be required by the City.

18. All utilities at a Wireless Telecommunications Facilities site shall be installed underground whenever possible and in compliance with all Laws, Ordinances, rules and regulations of the City, including specifically, but not limited to, the National Electrical Safety Code and the National Electrical Code where appropriate

19. At a Telecommunications Site, an access road, turn-around space and parking shall be provided to assure adequate emergency and service access. Maximum use of existing roads, whether public or private, shall be made to the extent that it is practicable. Road construction shall at all times minimize ground disturbance and the cutting of vegetation. Road grades shall closely follow natural contours to assure minimal visual disturbance and reduce soil erosion.

20. All Wireless Telecommunications Facilities shall be constructed, operated, maintained, repaired, provided for removal of, modified or restored in strict compliance with all current applicable technical, safety and safety-related codes adopted by the City, State, or United States, including but not limited to the most recent editions of the ANSI Code, National Electrical Safety Code and the National Electrical Code, as well as accepted and responsible workmanlike industry practices and recommended practices of the National Association of Tower Erectors. The codes referred to are codes that include, but are not limited to, construction, building, electrical, fire, safety, health, and land use codes. In the event of a conflict between or among any of the preceding the more stringent shall apply.

21. A holder of a Conditional Use Permit granted under this Chapter shall obtain, at its own expense, all permits and licenses required by applicable Law, rule, regulation or code, and must maintain the same, in full force and effect, for as long as required by the City or other governmental entity or agency having jurisdiction over the applicant.

22. There shall be a pre-application meeting. The purpose of the pre-application meeting will be to address issues that will help to expedite the review and permitting process. A pre-application meeting shall also include a site visit if there has not been a prior site visit for the requested site.

23. An Applicant shall submit to the City the number of completed Applications determined to be needed at the pre-application meeting.

24. The holder of a Conditional Use Permit shall notify the City of any intended Modification of a Wireless Telecommunication Facility and shall apply to the City to modify, relocate or rebuild a Wireless Telecommunications Facility.

185.7 Location of Wireless Telecommunications Facilities.

1. Applicants for Wireless Telecommunications Facilities shall locate, site and erect said Wireless Telecommunications Facilities in accordance with the following priorities, (A) being the highest priority and (G) being the lowest priority.

   A. On existing Towers or other structures on city owned properties.

   B. On existing Towers or other structures on other property in the City.

   C. A new Tower on City-owned properties.

   D. A new Tower on properties in areas zoned for industrial use (M-1 or M-2 districts).

   E. A new Tower on properties in areas zoned for commercial or business use (C-1, C-2, MU, or BP districts).

   F. A new Tower on properties in areas zoned for agricultural use (A-1 district).

   G. A new Tower on properties in areas zoned for residential use (R-1, R-2, R-3, or R-4 districts).

2. If the proposed site is not proposed for the highest priority listed above, then a detailed explanation must be provided as to why a site of a higher priority was not selected. The person seeking such an exception must satisfactorily demonstrate the reason or reasons why such a permit should be granted for the proposed site, and the hardship that would be incurred by the Applicant if the permit were not granted for the proposed site.

   A. An Applicant may not bypass sites of higher priority by stating the site proposed is the only site leased or selected. An Application shall address co-location as an option. If such option is not proposed, the Applicant must explain to the reasonable satisfaction of the City why co-location is Commercially or otherwise Impracticable. Agreements between providers limiting or prohibiting co-location shall not be a valid basis for any claim of Commercial Impracticability or hardship.

   B. Notwithstanding the above, the City may approve any site located within an area in the above list of priorities, provided that the City finds that the proposed site is in the best interest of the health, safety and welfare of the City and its inhabitants and will not have a deleterious effect on the nature and character of the community and neighborhood.

C. Notwithstanding that a potential site may be situated in an area of highest priority or highest available priority, the City may disapprove an Application for any of the following reasons.

(1) Conflict with safety and safety-related codes and requirements;

(2) Conflict with the historic nature or character of a neighborhood or historical district;

(3) The use or construction of Wireless Telecommunications Facilities which is contrary to an already stated purpose of a specific zoning or land use designation;

(4) The placement and location of Wireless Telecommunications Facilities which would create an unacceptable risk, or the reasonable probability of such, to residents, the public, employees and agents of the City, or employees of the service provider or other service providers;

(5) Conflicts with the provisions of this Chapter.

185.8 Shared Use of Wireless Telecommunications Facilities and Other Structures.

1. The City, as opposed to the construction of a new Tower, shall prefer locating Wireless Telecommunications Facilities on existing Towers or other structures without increasing the height. The Applicant shall submit a comprehensive report inventorying existing Towers and other suitable structures within one (1) mile of the location of any proposed new Tower, unless the Applicant can show that some other distance is more reasonable and demonstrate conclusively why an existing Tower or other suitable structure cannot be used, or additional height is necessary.

2. An Applicant intending to locate on an existing Tower or other suitable structure shall be required to document the intent of the existing owner to permit its use by the Applicant.

3. Such shared use shall consist only of the minimum Antenna Array technologically required to provide service primarily and essentially within the City, to the extent practicable, unless good cause is shown.

185.9 Height of Telecommunications Tower(s).

1. The Applicant shall submit documentation justifying the total height of any Tower, Facility and/or Antenna requested and the basis therefore. Documentation in the form of propagation studies must include all backup data used to perform at requested height and a minimum of ten (10') feet lower height to allow verification of this height need. Such documentation will be analyzed in the context of the justification of the height needed to provide service primarily and essentially within the City, to the extent practicable, unless good cause is shown.

2. No Tower constructed after the effective date of this Chapter, including allowing for all attachments, shall exceed that height which shall permit operation without required artificial

lighting of any kind in accordance with City, State, and/or any Federal statute, law, local law, City Ordinance, code, rule or regulation.

185.10 Visibility of Wireless Telecommunications Facilities.

1. Wireless Telecommunications Facilities shall not be artificially lighted or marked, except as required by Law.

2. All towers, excluding rooftop sites, shall be monopole style and designed without guy wires and anchors. Lattice type and guyed-wire type towers shall be prohibited. All tower antennas, cables, and other equipment shall be contained and concealed within the monopole and shall not project from the exterior surface of the pole.

3. For rooftop sites and building mounted equipment, all antennas shall be mounted behind a screen wall that matches the building design and colors or otherwise designed and mounted to blend into the building design and colors. All wiring and conduits connecting to the antenna from the rooftop shall be contained and concealed with the wall cavity. No exposed wire or conduits are permitted, other than the antenna wall brackets.

4. Towers shall be galvanized and/or painted with rust-preventive paint of an appropriate neutral color to harmonize with the surroundings and shall be maintained in accordance with the requirements of this Chapter.

5. If lighting is required, Applicant shall provide a plan for sufficient lighting of as unobtrusive and inoffensive an effect as is permissible under State and Federal regulations.

185.11 Security of Wireless Telecommunications Facilities. All Wireless Telecommunications Facilities and Antennas shall be located, fenced or otherwise secured in a manner that prevents unauthorized access. Specifically:

1. All Antennas, Towers and other supporting structures, including guy anchor points and wires, shall be made inaccessible to individuals and constructed or shielded in such a manner that they cannot be climbed or collided with; and

2. Transmitters and Telecommunications control points shall be installed in such a manner that they are readily accessible only to persons authorized to operate or service them.

185.12 Signage. Wireless Telecommunications Facilities shall contain a sign no larger than four (4) square feet in order to provide adequate notification to persons in the immediate area of the presence of RF radiation or to control exposure to RF radiation within a given area. A sign of the same size is also to be installed to contain the name(s) of the owner(s) and operator(s) of the Antenna(s) as well as emergency phone number(s). The sign shall be on the equipment shelter or cabinet of the Applicant and be visible from the access point of the site and must identify the equipment owner of the shelter or cabinet. On tower sites, an FCC registration site as applicable is also to be present. The signs shall not be lighted, unless applicable law, rule or regulation requires lighting. No other signage, including advertising, shall be permitted.

185.13 Setbacks. All proposed Towers and any other proposed Wireless Telecommunications Facility structures shall be set back from abutting parcels, recorded rights-of-way and road and street lines by the greater of the following distances: A distance equal to the 1.5 times the height of the proposed Tower or Wireless Telecommunications Facility structure, or the existing setback requirement of the underlying Zoning District, whichever is greater. The Board may consider an alternative set back distance if engineering studies support a reduction in the requirement. Any Accessory structure shall be located so as to comply with the applicable minimum setback requirements for the property on which it is situated.

185.14 Procedures. Subject to the provisions contained herein this Chapter, the application requirements, fees, review process, and public hearing process, and noticing shall be as established in Chapter 176 of the Zoning Code for a Conditional Use Permit.

1. There shall be no Public Hearing required for an Application to co-locate on an existing Tower or other structure or a modification at an existing site, as long as there is no proposed increase in the height of the Tower or structure, including attachments thereto.

2. After the Public Hearing and after formally considering the Application, the Board of Adjustment may approve, approve with conditions, or deny a Conditional Use Permit. Its decision shall be in writing and shall be supported by substantial evidence contained in a written record. The burden of proof for the granting of the Permit shall always be upon the Applicant.

3. If the Board approves the Conditional Use Permit for Wireless Telecommunications Facilities, then the Applicant shall be notified of such approval in writing within ten (10) calendar days of the City's action, and the Conditional Use Permit shall be issued within thirty (30) days after such approval. Except for necessary building permits, and subsequent Certificates of Compliance, once a Conditional Use Permit has been granted hereunder, no additional permits or approvals from the City, such as site plan or zoning approvals, shall be required by the City for the Wireless Telecommunications Facilities covered by the Conditional Use Permit.

4. If the Board denies the Conditional Use Permit for Wireless Telecommunications Facilities, then the Applicant shall be notified of such denial in writing within ten (10) calendar days of the City's action.

185.15 Reservation of Authority to Inspect Wireless Telecommunications Facilities. In order to verify that the holder of a Conditional Use Permit for Wireless Telecommunications Facilities and any and all lessees, renters, and/or licensees of Wireless Telecommunications Facilities, place and construct such facilities, including Towers and Antennas, in accordance with all applicable technical, safety, fire, building, and zoning codes, Laws, Ordinances and regulations and other applicable requirements, the City may inspect all facets of said permit holder's, renter's, lessee's or licensee's placement, construction, modification and maintenance of such facilities, including, but not limited to, Towers, Antennas and buildings or other structures constructed or located on the permitted site.

185.16 Liability Insurance Required. A holder of a Conditional Use Permit for Wireless Telecommunications Facilities shall secure and at all times maintain liability insurance for

personal injuries, death and property damage, and umbrella insurance coverage, for the duration of the Conditional Use Permit in amounts appropriate based upon the facility size and location. Before construction of a permitted Wireless Telecommunications Facilities is initiated, but in no case later than fifteen (15) days after the granting of the Conditional Use Permit, the holder of the Conditional Use Permit shall deliver to the City a copy of each of the policies or certificates representing the insurance in the required amounts.

185.17 Indemnification. Any application for Wireless Telecommunication Facilities that is proposed for City property, pursuant to this Chapter, shall contain a provision with respect to indemnification. Such provision shall require the applicant, to the extent permitted by the Law, to at all times defend, indemnify, protect, save, hold harmless, and exempt the City, and its officers, Councils, Boards and Commissions, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, the placement, construction, erection, modification, location, products performance, use, operation, maintenance, repair, installation, replacement, removal, or restoration of said Facility, excepting, however, any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the City, or its servants or agents. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable by the City.

185.18 Removal of Wireless Telecommunications Facilities. Under the following circumstances, the City may determine that the health, safety, and welfare interests of the City warrant and require the removal of Wireless Telecommunications Facilities.

1. Wireless Telecommunications Facilities with a permit have been abandoned (i.e. not used as Wireless Telecommunications Facilities) for a period exceeding ninety consecutive (90) days or a total of one hundred-eighty (180) days in any three hundred-sixty five (365) day period, except for periods caused by force majeure or Acts of God, in which case, repair or removal shall commence within 90 days;

2. Permitted Wireless Telecommunications Facilities fall into such a state of disrepair that it creates a health or safety hazard;

3. Wireless Telecommunications Facilities have been located, constructed, or modified without first obtaining, or in a manner not authorized by, the required Conditional Use Permit, or any other necessary authorization and the Special Permit may be revoked.

4. If the City makes such a determination as noted in subsection (A) of this section, then the City shall notify the holder of the Conditional Use Permit for the Wireless Telecommunications Facilities within forty-eight (48) hours that said Wireless Telecommunications Facilities are to be removed, the City may approve an interim temporary use agreement/permit, such as to enable the sale of the Wireless Telecommunications Facilities.

5. The holder of the Conditional Use Permit, or its successors or assigns, shall dismantle and remove such Wireless Telecommunications Facilities, and all associated structures and facilities, from the site and restore the site to as close to its original condition as is possible, such restoration being limited only by physical or Commercial Impracticability, within ninety (90) days of receipt of written notice from the City. However, if the owner of the property upon which the Wireless Telecommunications Facilities are located wishes to retain any access roadway to the Wireless Telecommunications Facilities, the owner may do so with the approval of the City.

6. If Wireless Telecommunications Facilities are not removed or substantial progress has not been made to remove the Wireless Telecommunications Facilities within ninety (90) days after the Permit holder has received notice, then the City may order officials or representatives of the City to remove the Wireless Telecommunications Facilities at the sole expense of the owner or Conditional Use Permit holder.

7. If, the City removes, or causes to be removed, Wireless Telecommunications Facilities, and the owner of the Wireless Telecommunications Facilities does not claim and remove it from the site to a lawful location within ten (10) days, then the City may take steps to declare the Wireless Telecommunications Facilities abandoned, and sell them and their components.

8. Notwithstanding anything in this Section to the contrary, the City may approve a temporary use permit/agreement for the Wireless Telecommunications Facilities, for no more ninety (90) days, during which time a suitable plan for removal, conversion, or re-location of the affected Wireless Telecommunications Facilities shall be developed by the holder of the Conditional Use Permit, subject to the approval of the City, and an agreement to such plan shall be executed by the holder of the Conditional Use Permit and the City. If such a plan is not developed, approved and executed within the ninety (90) daytime period, then the City may take possession of and dispose of the affected Wireless Telecommunications Facilities in the manner provided in this Section.

185.19 Adherence to State and/or Federal Rules and Regulations.

1. To the extent that the holder of a Conditional Use Permit for Wireless Telecommunications Facilities has not received relief, or is otherwise exempt, from appropriate State and/or Federal agency rules or regulations, then the holder of such a Conditional Use Permit shall adhere to, and comply with, all applicable rules, regulations, standards, and provisions of any State or Federal agency, including, but not limited to, the FAA and the FCC. Specifically included in this requirement are any rules and regulations regarding height, lighting, security, electrical and RF emission standards.

2. To the extent that applicable rules, regulations, standards, and provisions of any State or Federal agency, including but not limited to, the FAA and the FCC, and specifically including any rules and regulations regarding height, lighting, and security are changed and/or are modified during the duration of a Conditional Use Permit for Wireless Telecommunications Facilities, then the holder of such a Conditional Use Permit shall conform the permitted Wireless Telecommunications Facilities to the applicable changed and/or modified rule, regulation, standard, or provision within a maximum of twenty-four (24) months of the

effective date of the applicable changed and/or modified rule, regulation, standard, or provision, or sooner as may be required by the issuing entity.

PUD SCORING MATRIX				
PUD Goals	Points			Sub Total
	-1	0	1	
Consistency with Comprehensive Plan Future Land Use Map	Not consistent	Consistent	Consistent with more than one (variety) use	
Consistency with Comprehensive Plan Ultimate Street Map and Major Streets Master Plan	Not consistent	Partially consistent	Consistent	
Advances implementation of an adopted area-specific master plan		No	Yes	
Preserves future ROW and easement corridors	No		Yes	
Limit cul-de-sacs	Has cul-de-sacs or dead ends where other options exist	Limited cul-de-sacs or dead ends where no other options exist	No cul-de-sacs or dead ends	
Provide Thru Street Connections	Does not provide	Not applicable	Provides thru street connections	
Private residential street	Private street(s) not meeting public street standards	Private street(s) meeting public street standards	No private streets proposed	
Building design standards	Does not meet basic standards	Meets basic standards	Exceeds basic standards	
Landscaping	Does not meet basic standards	Meets basic standards	Exceeds basic standards	
Street trees	None	Not applicable or few provided	Provided	
Basement or rated storm shelter for residential uses	Not provided for all/some units	Not applicable	Provided for all units	
Pedestrian and bike circulation	Not provided	Meets basic standards	Exceeds basic standards	
Bike facilities and amenities such as bike racks, lockers, repair stations, and bike trails	Not provided	Not applicable for proposed use	Provided	
Parkland dedication		Not applicable or meets basic standards	Exceeds standard	
All dwellings of development located within 1/4 mile of a neighborhood park	No	Not applicable for proposed use	Yes	

PUD SCORING MATRIX				
PUD Goals	Points			Sub Total
	-1	0	1	
Includes a direct access to public trail	No	Not applicable for proposed use	Yes	
Includes art feature or furthers initiative(s) of the Art, Culture, & Wayfinding Master Plan	No	Some	Significant	
Preserves a quality wetland or stream buffer (including easement and maintenance agreement)	No	Not applicable	Yes	
Preserves significant tree cover	No	Not Applicable	Yes	
Exceeds City's stormwater management standards		No	Yes	
Uses green infrastructure (permeable paving, rain gardens, etc.)		No	Yes	
City incentives or funding	Yes	Limited	None	
Provides a desired residential dwelling type		No	Yes	
Development supports a targeted business section or enhances local workforce opportunities		No	Yes	
Demonstrates positive long-term fiscal impact to the City		No	Yes	
			Total Score	0
			Must Exceed a Score of 12	

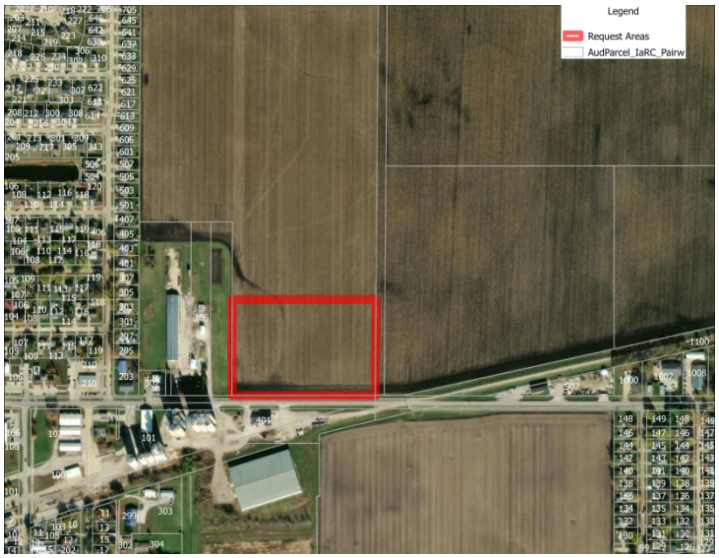
BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 7.b.
For Meeting of 2/2/2026
Public Hearing

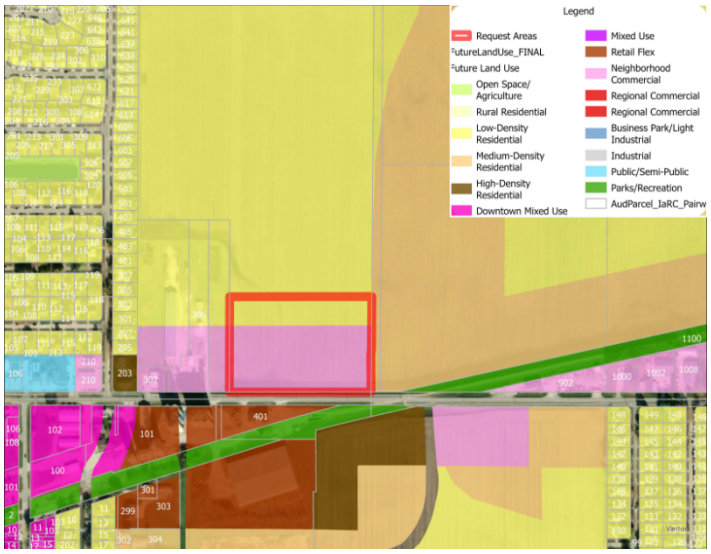
TITLE: Public hearing on the request to modify the Future Land Use Map from Neighborhood Commercial and Low-Density Residential to Regional Commercial on property abutting Truman Drive, NE, and 2nd Street, NE

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

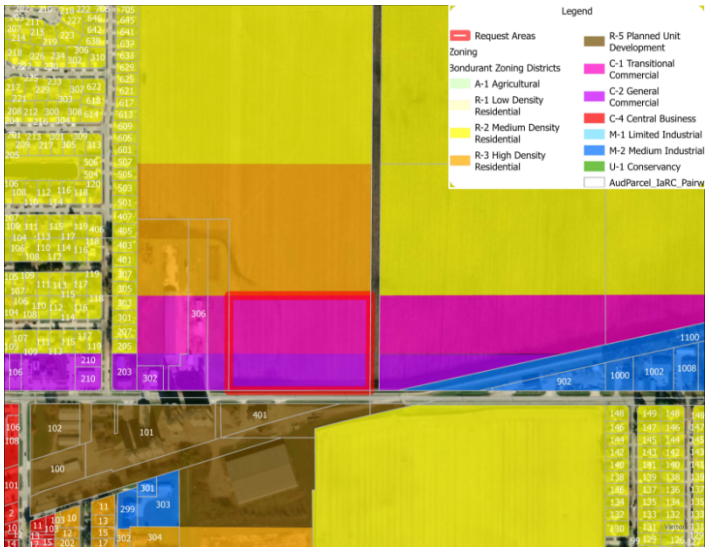
BRIEF HISTORY & ANALYSIS: Now is the time and date for a public hearing on Bondurant Partners LLC request to amend the Future Land Use Map. The request would amend Parcel 8022.30.376.004 from Neighborhood Commercial and Low-Density Residential to Regional Commercial. The request would allow for commercial 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 is 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: Publications are funded from The General Fund.

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None

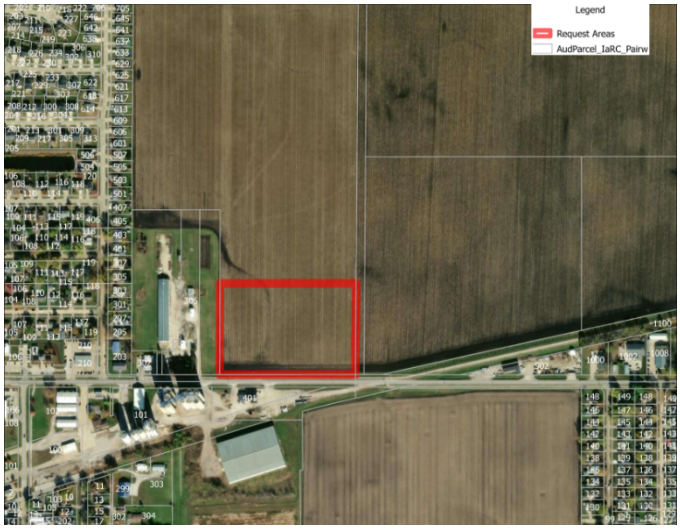
BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 7.c.
For Meeting of 2/2/2026
Public Hearing

TITLE: 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

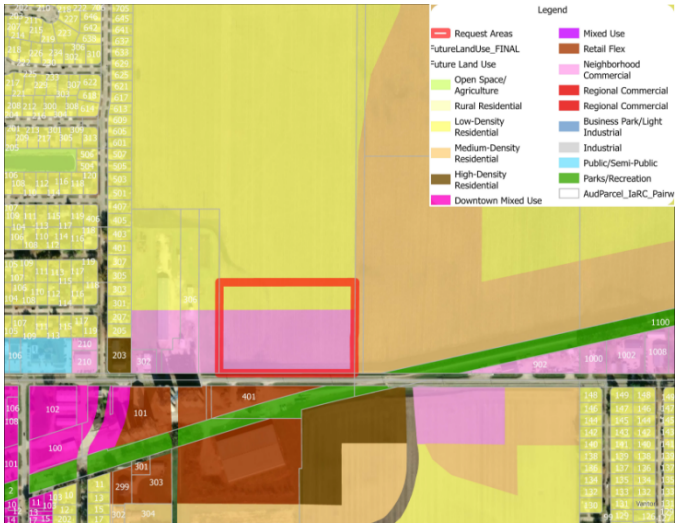
CONTACT PERSON:
Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: Now is the time and place for a public hearing on the Bondurant Partners LLC 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.

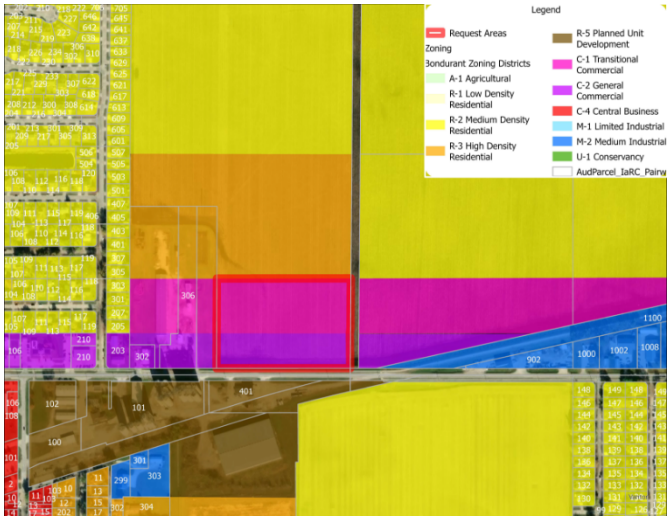


When considering rezoning requests, the Planning & Zoning Commission and City Council should take into account the following: the Comprehensive Plan/Future Land use Map, Zoning, Parkland Dedication, Streets, Pedestrian Connections, Utilities, the FEMA Floodplain, the City's Stream Buffer Ordinance, and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

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 7.d.
For Meeting of 2/2/2026
Public Hearing

TITLE: Public Hearing regarding action to order construction and approving bids, specifications, and form of contract for the BFSD Public Infrastructure 2nd Street, NE Improvements Project

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Now is the time and place for the Public Hearing regarding action to order construction and approving bids, specifcations, and form of contract for the BFSD Public Infrastructure 2nd St. NE Improvements Project. 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: Hold Public Hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. 3 Notice of Public Hearing 428111-3
2. 4 Notice to Bidders

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 BFSD 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 BFSD 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:

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.

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

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.

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

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 8.a.
For Meeting of 2/2/2026
Ordinance

TITLE: - (First Reading) Ordinance considering adoption of the Bondurant Zoning, Sign, and Subdivision Code

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

BRIEF HISTORY & ANALYSIS:

A public hearing for the City's Zoning, Sign, and Subdivision Codes was held earlier on the agenda.

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:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. ORDINANCE NO. 260202-202

CITY OF BONDURANT
ORDINANCE NO. 260202-202

AN ORDINANCE AMENDING THE CITY CODE OF BONDURANT, IOWA, BY ADOPTION OF THE BONDURANT ZONING, SIGN AND SUBDIVISION CODE

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

Section 1. **SECTIONS AMENDED.** The adoption of the Bondurant Zoning, Sign and Subdivision Code repeals and replaces 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

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

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

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

PASSED AND APPROVED by the City Council this _____ day of _____, 2026

CITY OF BONDURANT, POLK COUNTY, IOWA

_____
DOUG ELROD, MAYOR

ATTEST:

_____
SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: February 2, 2026
SECOND CONSIDERATION:
THIRD CONSIDERATION:

CLERK’S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. _____, was published as required by law on the ___ day of _____, 2026.

_____
Shelby Hagan
City Clerk

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 8.b.
For Meeting of 2/2/2026
Resolution

TITLE: - Resolution adopting the PUD Scoring Matrix Policy

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

BRIEF HISTORY & ANALYSIS:

A public hearing was held earlier on the agenda for the City's Zoning, Sign, and Subdivision Codes, including the adoption of a PUD Scoring Matrix Policy.

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: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-48

CITY OF BONDURANT
RESOLUTION NO. 260202-48

A RESOLUTION ADOPTING THE PLANNED UNIT DEVELOPMENT (PUD) SCORING MATRIX POLICY

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 PUD Scoring Matrix helps complement Goal 5 and Policy 5B of the Building Bondurant Comprehensive Plan; AND

WHEREAS adoption of the PUD Scoring Matrix is intended to promote predictable and consistent Planned Unit Development rezoning decisions by clearly communicating the City's priorities and expectations to prospective developers; AND

WHEREAS, the PUD Scoring Matrix is intended to serve as a guidance tool utilized by City staff, the Planning & Zoning Commission, and the City Council to assist in evaluating whether development proposals requesting PUD zoning advance the intent of the PUD District, the Comprehensive Plan, and provide a clear public benefit; AND

WHEREAS the PUD Scoring Matrix provides meaningful and structured guidance for the review of Planned Unit Development requests and is intended to materially inform recommendations and decisions of the Planning & Zoning Commission and City Council alongside the standards of Section 178.12 of the Zoning Code; AND

WHEREAS achievement of a minimum or threshold score under the PUD Scoring Matrix does not guarantee approval of a Planned Unit Development rezoning request, and all such requests remain subject to discretionary review and approval by the Planning & Zoning Commission and City Council in accordance with applicable standards and procedures; AND

WHEREAS a public hearing regarding the Planned Unit Development (PUD) Scoring Matrix was duly held in accordance with applicable law; AND

WHEREAS the Planning & Zoning Commission, at its regular meeting on January 8, 2026, voted to recommend approval of the Planned Unit Development (PUD) Scoring Matrix

NOW, THEREFORE, BE IT RESOLVED, hereby approves and adopts the enclosed Planned Unit Development (PUD) Scoring Matrix as a guidance document to assist in the review of Planned Unit Development requests.

Passed this 2nd day of February 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				

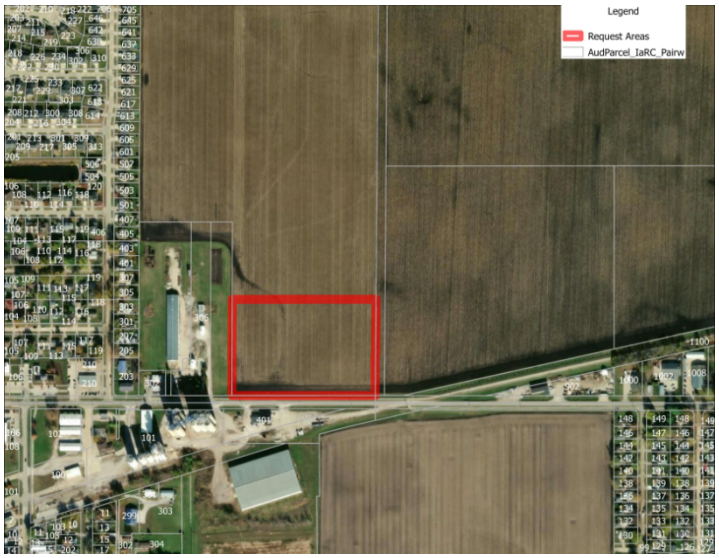
BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 8.c.
For Meeting of 2/2/2026
Ordinance

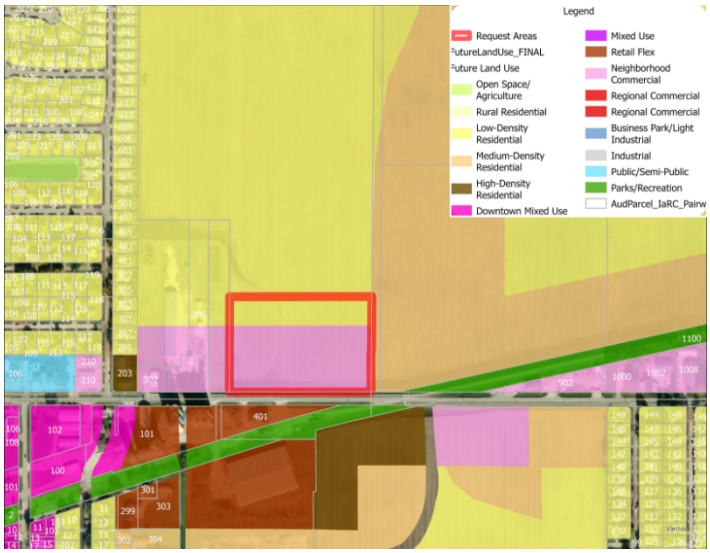
TITLE: - Resolution modifying the Future Land Use Map from Neighborhood Commercial and Low-Density Residential to Regional Commercial on property abutting Truman Drive, NE, and 2nd Street, NE

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

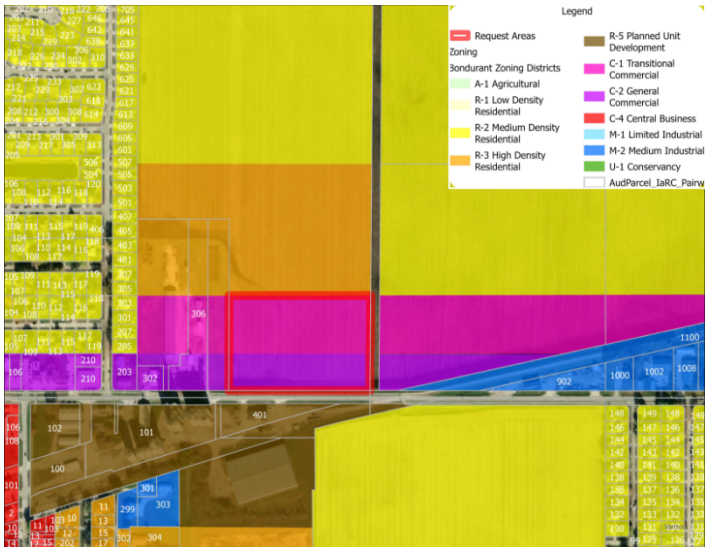
BRIEF HISTORY & ANALYSIS: A public hearing was held earlier on this agenda regarding Bondurant Partners LLC request to amend the Future Land Use Map. The request would amend Parcel 8022.30.376.004 from Neighborhood Commercial and Low-Density Residential to Regional Commercial. The request would allow 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 is 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: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260202-49

CITY OF BONDURANT
RESOLUTION NO. 260202-49

RESOLUTION REGARDING APPROVAL OF THE REQUEST TO MODIFY FUTURE LAND USE MAP FOR GEOPARCEL 8022.30.376.004 FROM NEIGHBORHOOD COMMERCIAL AND LOW-DENSITY RESIDENTIAL TO REGIONAL COMMERCIAL

WHEREAS, Paramount Land Company has submitted a request 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.

AND;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bondurant, Iowa, hereby approves the request to modify the Future Land Use Map for GeoParcel 8022.30.376.004 from Neighborhood Commercial and Low-Density Residential to Regional Commercial.

Passed this 2nd day of February 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

Action	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				

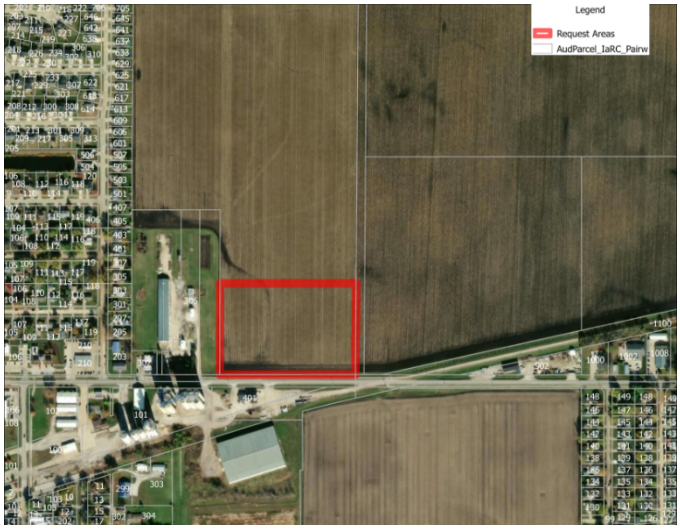
BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 8.d.
For Meeting of 2/2/2026
Ordinance

TITLE: - (First Reading) Ordinance considering 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

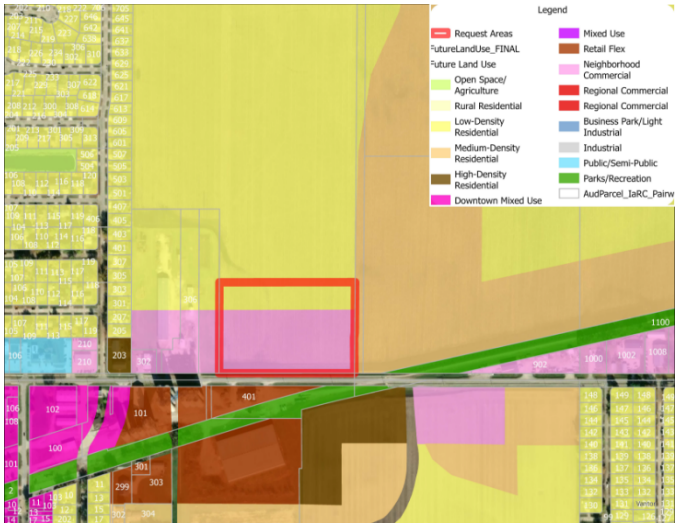
CONTACT PERSON:
Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: A public hearing was held earlier on the agenda on the Bondurant Partners LLC 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.

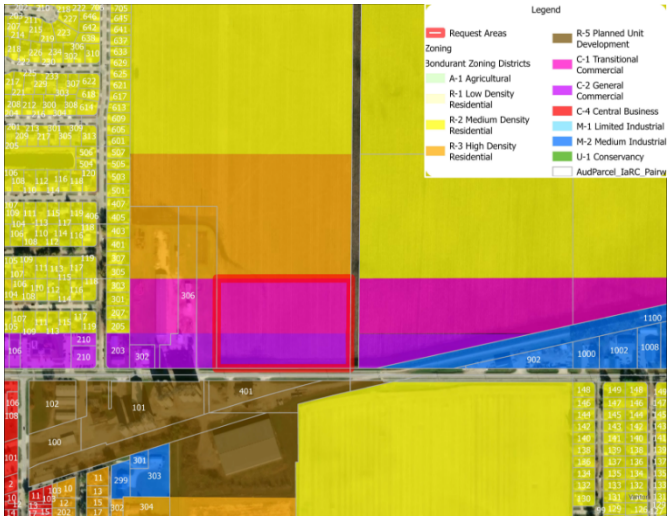


When considering rezoning requests, the Planning & Zoning Commission and City Council should take into account the following: the Comprehensive Plan/Future Land use Map, Zoning, Parkland Dedication, Streets, Pedestrian Connections, Utilities, the FEMA Floodplain, the City's Stream Buffer Ordinance, and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

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. ORDINANCE NO. 260202-203

CITY OF BONDURANT
ORDINANCE NO. 260202-203

ORDINANCE REGARDING APPROVAL OF 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 ENACTED by the City Council of the City of Bondurant, Polk County, Iowa:

Section 1. **PURPOSE.** The purpose of this ordinance is 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.

AND;

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

1. That the Planning & Zoning Commission held a public hearing on January 8, 2026, and voted on recommended approval.
2. The applicant has requested an amendment to the City's Future Land Use Map to ensure consistency between the City's Future Land Use Map and Official Zoning Map.
3. That the zoning change will create consistency between the City's Future Land Use Map and Official Zoning Map
4. That the zoning change will maintain a consistency with adjacent land uses and provide a transition for adjacent zoning.
5. That the public notice of this intended change has been published as required by law.

Section 3. **HEREBY AMENDED**. The properties, above described, is hereby rezoned to the General Commercial (C-2) District.

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

Section 5. **SEVERABILITY**. If any section, provisions, sentence, clause, phrase, or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 6. **EFFECTIVE DATE.** This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

Passed and approved by the City Council of the City of Bondurant, Iowa this 2nd day of February 2026.

CITY OF BONDURANT, POLK COUNTY, IOWA

_____
DOUG ELROD, MAYOR

ATTEST:

_____
SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: February 2, 2026
SECOND CONSIDERATION:
THIRD CONSIDERATION:

CLERK’S CERTIFICATE

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

_____

Shelby Hagan
City Clerk

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 8.e.
For Meeting of 2/2/2026
Ordinance

TITLE: - (First Reading) Ordinance Amending the Code of Ordinances by Amending Chapter 27, Board of Adjustment

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

BRIEF HISTORY & ANALYSIS: In 2025, the Iowa Legislature passed HF652, which changed the standards for variances and how they are reviewed and evaluated by Boards of Adjustment. While reviewing Chapter 27 — Board of Adjustment, staff felt it was necessary to overhaul the entire section to enhance readability and clarity. The proposed Chapter 27 does not substantively change the code chapter. The proposed changes are aimed to better define the Board of Adjustment powers and responsibilities, the variance and conditional use permit review process, and enhance readability of the chapter.

FUNDING SOURCE: NA

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

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. ORDINANCE NO. 260202-204
2. CHAPTER 27 - Board of Adjustment - Amended

CITY OF BONDURANT
ORDINANCE NO. 260202-204

AN ORDINANCE AMENDING THE CITY CODE OF BONDURANT, IOWA, BY REPEALING AND REPLACING CHAPTER 27 BOARD OF ADJUSTMENT

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

Section 1. **SECTIONS AMENDED.** Chapter 27 of the Code of Ordinances of the City of Bondurant is repealed and replaced to read as follows:

CHAPTER 27
BOARD OF ADJUSTMENT

27.01 Procedure	**27.03 Decisions of the Board**
27.02 Powers and Duties	**27.04 Vacancies**

27.01 PROCEDURE. Board Created. A Board of Adjustment is hereby established, which shall consist of five (5) members appointed by the City Council, The terms of office of the members of the Board of Adjustment and the manner of their appointment shall be as provided by statute.

1. Meetings. The meetings of the Board shall be held at the call of the Chairperson and at such other times as the Board may determine. Such Chairperson or, in the absence of the Chairperson, the acting Chairperson may administer oaths, subpoena witnesses and compel the attendance of witnesses. All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member on each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the City Clerk and shall be a public record. The presence of three (3) members is necessary to constitute a quorum.
2. Appeals. Appeals to the Board may be taken by any person aggrieved or by any officer, department, board or bureau of the City affected by any decision of the Zoning Administrator. Such appeal shall be taken within ten (10) days by filing with the Zoning Administrator and with the Board a notice of appeal specifying the grounds thereof. The Zoning Administrator shall forthwith transmit to the Board all papers constituting the record upon which the action appealed from is taken. An appeal stays all proceedings in furtherance of the action appealed from, unless the Zoning Administrator certifies to the Board, after notice of appeal shall have been filed with the Zoning Administrator, that by reason of the facts stated in the certificate, a stay would, in the Administrator's opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application, on notice to the Zoning Administrator and on due cause shown. The Board shall fix a reasonable time for the hearing on the appeal, give public notice thereof as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person or by agent, or by attorney. Before

an appeal is filed with the Board of Adjustment, the appellant shall pay to the City Clerk the fee as established by resolution of the City Council.

27.02 POWERS AND DUTIES. The Board shall have the following powers and duties:

1. To hear and decide appeals where it is alleged there is an error in any order, requirements, decision or determination made by the Zoning Administrator in enforcement of the Zoning Ordinance.
2. To review and consider requests for variances from the terms of this Zoning Ordinance pursuant to Section 414.12 of the Iowa Code. The following shall be required:
    a. Application – Application form and applicable fee established by resolution of the City Council; the specific provision(s) of this Ordinance from which the variance is requested; the reason(s) by which the variance request is justified due to unique circumstances or special conditions on the subject property; how the requested variance will meet the general purpose and intent of this Zoning Ordinance if granted; any pending Building, Zoning, or Development Permit to which the requested variance is related; and the proposed findings addressing the applicable variance standards for the request.
    b. Procedure – The Variance Application shall be reviewed by the Zoning Administrator, or their designee, for completeness. Incomplete applications shall be returned to the applicant with a list of the missing items or details. Applications deemed complete shall be distributed to other city departments and other agencies as necessary for review and comment as to its compliance with all zoning regulations and other pertinent city codes, regulations, and policies.
    c. Review by Board of Adjustment – Following the review by the Zoning Administrator and other city departments and agencies, the Zoning Administrator, or their designee, shall submit to all members of the Board a copy of the Variance Application along with a written analysis of the request and its conformity with the rules and regulations of the city. The Board shall subsequently hold a duly noticed public hearing as prescribed by their rules of procedures and review the Application and its conformity with the zoning regulations and standards. The Board may approve, approve with conditions, or deny the Variance Application.
    d. Findings for Approval – No variance to the strict application of any provision of this Zoning Ordinance shall be granted by the Board of Adjustment unless an applicant demonstrates that the following elements are present:
        i. Pursuant to Iowa Code Ch. 414.12 (4), any variance to the terms of this Zoning Ordinance with respect to the area, dimensional, or other numerical limitations, including, but not limited to, requirements for minimum lot size, setbacks, yard widths, height, bulk, sidewalks, fencing, signage, and off-street-parking, shall be subject to the following review standards:

1. *A literal enforcement of the referenced provision will result in practical difficulties to the property owner in making a beneficial use of the subject property as allowed by this zoning ordinance; and*
2. *The practical difficulties are unique to the property at issue and not self-created; and*
3. *Granting the variance will not significantly alter the essential character of the locality and surrounding neighborhood.*

ii. Pursuant to Iowa Code Ch. 414.12 (3), any other variance request shall require an applicant to demonstrate that an unnecessary hardship exists due to the following three-pronged set of requirements:

1. *The land in question cannot yield a reasonable return if used only for a purpose allowed in the zoning district under which it is regulated; and*
2. *The plight of the landowner is due to unique circumstances and not to general conditions in the neighborhood, which may reflect the unreasonableness of the ordinance itself; and*
3. *Granting the variance will not alter the essential character of the locality and surrounding neighborhood.*

iii. In order to approve either type of Variance Application described herein Subsection 4a. and 4b., the applicant must demonstrate, and the Board must find, that each of the following approval criteria are met:

1. *The requested variance will not be contrary to the public interest;*
2. *Where owing to special conditions, by reason of exceptional narrowness, shallowness, or shape of a specific piece of property, or whereby reason of exceptional topographical conditions or other extraordinary or exceptional situation, a literal enforcement of the referenced provisions of this zoning ordinance will result in practical difficulties or unnecessary hardships; and*
3. *The spirit of this zoning ordinance shall be observed and substantial justice done.*

e. Conditions of Variance Approval – In granting any variance, the Board may prescribe appropriate conditions and safeguards in conformity with this Chapter. Violation of any such conditions and safeguards shall be deemed a violation of this Chapter. Under no circumstances shall the Board grant a variance to allow a use not permissible under the terms of this Zoning Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of the Zoning Ordinance in the said district.

f. Expiration of Variance Approval – If relevant and applicable, the Board may assign a variance to run with the subject property, to run with an applicant or development, or prescribe a time limit within which the action for which the variance is requested

shall begin or be completed, or both. Failure to begin or complete, or both, such action within the time limit shall void the variance. If the Board does not tie the variance approval to the property or set a time limit, if relevant to the variance, then the granted variance shall become void eighteen months after the date of the Board approval unless a building permit has been issued for the construction provided for by the variance. In the event the building permit for the construction provided for by the variance expires or is canceled, then the variance approval shall be considered null and void.

3. To hear and decide only such Conditional Use Permits as the Board is specifically authorized to pass on by the terms of this Code of Ordinances, to decide such questions as are involved in determining whether Conditional Use Permits should be granted and to grant Conditional Use Permits with such conditions and safeguards as are appropriate under the Zoning Ordinance, or to deny Conditional Use Permits when not in harmony with the purpose and intent of the Zoning Ordinance. A Conditional Use Permit shall not be granted by the Board unless and until:
    a. A written application for Conditional Use Permit is submitted indicating the applicable chapter or section of the Zoning Ordinance under which the Conditional Use Permit is sought and stating the grounds on which it is requested.
    b. Notice of public hearing shall be given. The owner of the property for which Conditional Use Permit is sought or any agent and any other affected property owners shall be notified by mail. Any party may appear in person or by agent or attorney at the public hearing.
    c. The Board shall make a finding that it is empowered under the section of the Zoning Ordinance described in the application to grant the Conditional Use Permit, and that so granting it will not adversely affect the public interest. Furthermore, in order to approve a Conditional Use Permit, the following findings shall be made that the Conditional Use Permit will be:
        i. *Compatible with the principals and objectives of the City's Comprehensive Plan.*
        ii. *Compatible with the uses permitted in the zoning district under which it is regulated.*
        iii. *Compatible with existing or planned uses of nearby properties.*
        iv. *Will not endanger public health or safety.*
    d. In granting any Conditional Use Permit, the Board may prescribe appropriate conditions and safeguards in conformity with the Zoning Ordinance. Violations of such conditions and safeguards, when made a part of the terms under which the Conditional Use Permit is granted, shall be deemed a violation of the Zoning Ordinance and punishable under Section 175.11. The Board may prescribe a time limit within which the action for which the Conditional Use Permit is required shall begin or be completed, or both. Failure to begin or complete, or both, such action

within the time limit shall void the Conditional Use Permit. If no time limit is set by the Board, then the Conditional Use Permit shall become void eighteen months after the date of the Board approval unless a building permit has been issued for the construction provided for by the Conditional Use Permit. In the event the building permit for the construction provided for by the Conditional Use Permit expires or is canceled, then the Conditional Use Permit shall become void.

4. To review and consider approval of a Conditional Use Permit for a Conditional Use as identified Use Matrix (Table of Permitted Uses) contained in CHAPTER 178 of the Zoning Code. The following shall be required:
    a. Conditional Use Permit Application - A site plan (including number of copies), application form, and any additional information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements shall be submitted to the Zoning Administrator along with the Conditional Use Permit Application fee as established by resolution of the City Council.
    b. Conditional Use Permit Procedure - The Conditional Use Permit Application shall be reviewed by the Zoning Administrator, or their designee, for completeness. Incomplete applications shall be returned to the applicant with a list of the missing items or details. Applications deemed completed shall be distributed to other city departments and other agencies as necessary for review and comment as to its compliance with all zoning regulations and other pertinent city codes, regulations, and policies.
    c. Conditional Use Permit Review by Board of Adjustment - Subsequent to review by the Zoning Administrator and other city departments and agencies, the Zoning Administrator, or their designee, shall submit to all members of the Board a copy of the Conditional Use Permit Application along with a written recommendation as to the application's conformity with the rules and regulations of the city. The Board shall subsequently hold a duly noticed public hearing as prescribed by their rules of procedures and review the Application for conformity with the zoning regulations and standards. The Board may approve, approve with conditions, or deny the Conditional Use Permit Application.
    d. Findings for Approval - In order to approve a Conditional Use Permit, the Board shall make the following findings.
        i. The proposed use, site improvements, and site plan comply with the minimum requirements of the zoning district in which it is proposed to be located;
        ii. The property is of adequate size to accommodate the proposed use and site improvements including setbacks, open space, stormwater management, and off-street parking;

iii. The proposed use and site improvements will not unduly impact the health, safety, and general welfare of persons residing or working in adjoining property or surrounding area;
iv. The proposed use and site improvements shall not unduly increase traffic congestion;
v. The proposed use and site improvements will not unduly burden public utilities or increase risk to flooding;
vi. The proposed use and site improvements are compatible with the surrounding neighborhood and shall not diminish or impair established property values in adjoining or surrounding property; and,
vii. The issuance of the Conditional Use Permit will not endanger, jeopardize or harm the health, safety or welfare of the properties and the community.

5. Expiration of Conditional Use Permit Approval - All Conditional Use Permit approvals shall expire and terminate twenty-four months after the date of the Board approval unless a building permit has been issued for the construction provided for in the related site plan. In the event the building permit for the construction provided for in the related site plan expires or is canceled, then such site plan approval shall thereupon terminate.

27.03 DECISIONS OF THE BOARD.

A. In exercising the above powers, the Board may, in conformity with the provisions of law, reverse or affirm, wholly or in part, or modify the order, requirement, decision or determination appealed from, and make such order, requirement, decision or determination as it believes proper, and to that end shall have all of the powers of the Zoning Administrator. The concurring vote of three (3) of the members of the Board shall be necessary to reverse any order, requirement, decision or determination of the Zoning Administrator, or to decide in favor of the applicant on any matter on which it is required to pass under this chapter.

B. No act of the Board shall become effective until after the decision of the Board has been filed. Such decision may be contained within the minutes of the Board.

C. Each variance granted by the Board shall contain a date upon which it shall be effective.

D. Every variance, special exception, or Condition Use Permit granted or denied by the Board shall be supported by a written testimony or evidence submitted in connection therewith.

E. Any taxpayer, or any officer, department, board or bureau of the City, or any person or persons jointly or severally aggrieved by any decision of the Board may present to a court of record a petition, pursuant to Iowa Code 17A.19, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty (30) days after the filing of the decision in the office of the Board.

27.04 VACANCIES. Vacancies will occur in said Board on the death, resignation, or failure to meet residency requirements of any member of said board. If any member fails to attend at least 75% of the official meetings in one year an automatic vacancy will exist on said board. A member may have only one excused absence per year. The excused absence shall only be granted by the Chairperson of the Board. When a vacancy occurs, the vacancy will then be filled in the same manner as the original appointment for the remainder of the unexpired term.

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

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

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

PASSED AND APPROVED by the City Council this _____ day of _____, 2026

CITY OF BONDURANT, POLK COUNTY, IOWA

_____
DOUG ELROD, MAYOR

ATTEST:

_____
SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: February 2, 2026
SECOND CONSIDERATION:
THIRD CONSIDERATION:

CLERK’S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. _____, was published as required by law on the ___ day of _____, 2026.

_____
Shelby Hagan
City Clerk

CHAPTER 27

BOARD OF ADJUSTMENT

27.01 Procedure	**27.03 Decisions of the Board**
27.02 Powers and Duties	**27.04 Vacancies**

27.01 PROCEDURE. Board Created. A Board of Adjustment is hereby established, which shall consist of five (5) members appointed by the City Council, The terms of office of the members of the Board of Adjustment and the manner of their appointment shall be as provided by statute.

1. Meetings. The meetings of the Board shall be held at the call of the Chairperson and at such other times as the Board may determine. Such Chairperson or, in the absence of the Chairperson, the acting Chairperson may administer oaths, subpoena witnesses and compel the attendance of witnesses. All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member on each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the City Clerk and shall be a public record. The presence of three (3) members is necessary to constitute a quorum.
2. Appeals. Appeals to the Board may be taken by any person aggrieved or by any officer, department, board or bureau of the City affected by any decision of the Zoning Administrator. Such appeal shall be taken within ten (10) days by filing with the Zoning Administrator and with the Board a notice of appeal specifying the grounds thereof. The Zoning Administrator shall forthwith transmit to the Board all papers constituting the record upon which the action appealed from is taken. An appeal stays all proceedings in furtherance of the action appealed from, unless the Zoning Administrator certifies to the Board, after notice of appeal shall have been filed with the Zoning Administrator, that by reason of the facts stated in the certificate, a stay would, in the Administrator's opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application, on notice to the Zoning Administrator and on due cause shown. The Board shall fix a reasonable time for the hearing on the appeal, give public notice thereof as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person or by agent, or by attorney. Before an appeal is filed with the Board of Adjustment, the appellant shall pay to the City Clerk the fee as established by resolution of the City Council.

27.02 POWERS AND DUTIES. The Board shall have the following powers and duties:

1. To hear and decide appeals where it is alleged there is an error in any order, requirements, decision or determination made by the Zoning Administrator in enforcement of the Zoning Ordinance.
2. To review and consider requests for variances from the terms of this Zoning Ordinance pursuant to Section 414.12 of the Iowa Code. The following shall be required:
    a. Application – Application form and applicable fee established by resolution of the City Council; the specific provision(s) of this Ordinance from which the variance is requested; the reason(s) by which the variance request is justified due to unique circumstances or special conditions on the subject property; how the requested variance will meet the general purpose and intent of this Zoning Ordinance if granted; any pending Building, Zoning, or Development Permit to which the requested variance is related; and the proposed findings addressing the applicable variance standards for the request.
    b. Procedure – The Variance Application shall be reviewed by the Zoning Administrator, or their designee, for completeness. Incomplete applications shall be returned to the applicant with a list of the missing items or details. Applications deemed complete shall be distributed to other city departments and other agencies as necessary for review and comment as to its compliance with all zoning regulations and other pertinent city codes, regulations, and policies.
    c. Review by Board of Adjustment – Following the review by the Zoning Administrator and other city departments and agencies, the Zoning Administrator, or their designee, shall submit to all members of the Board a copy of the Variance Application along with a written analysis of the request and its conformity with the rules and regulations of the city. The Board shall subsequently hold a duly noticed public hearing as prescribed by their rules of procedures and review the Application and its conformity with the zoning regulations and standards. The Board may approve, approve with conditions, or deny the Variance Application.
    d. Findings for Approval – No variance to the strict application of any provision of this Zoning Ordinance shall be granted by the Board of Adjustment unless an applicant demonstrates that the following elements are present:
        i. Pursuant to Iowa Code Ch. 414.12 (4), any variance to the terms of this Zoning Ordinance with respect to the area, dimensional, or other numerical limitations, including, but not limited to, requirements for minimum lot size, setbacks, yard widths, height, bulk, sidewalks, fencing, signage, and off-street-parking, shall be subject to the following review standards:
            1. *A literal enforcement of the referenced provision will result in practical difficulties to the property owner in making a beneficial use of the subject property as allowed by this zoning ordinance; and*
            2. *The practical difficulties are unique to the property at issue and not self-created; and*

3. *Granting the variance will not significantly alter the essential character of the locality and surrounding neighborhood.*

ii. Pursuant to Iowa Code Ch. 414.12 (3), any other variance request shall require an applicant to demonstrate that an unnecessary hardship exists due to the following three-pronged set of requirements:
   1. *The land in question cannot yield a reasonable return if used only for a purpose allowed in the zoning district under which it is regulated; and*
   2. *The plight of the landowner is due to unique circumstances and not to general conditions in the neighborhood, which may reflect the unreasonableness of the ordinance itself; and*
   3. *Granting the variance will not alter the essential character of the locality and surrounding neighborhood.*

iii. In order to approve either type of Variance Application described herein Subsection 4a. and 4b., the applicant must demonstrate, and the Board must find, that each of the following approval criteria are met:
   1. *The requested variance will not be contrary to the public interest;*
   2. *Where owing to special conditions, by reason of exceptional narrowness, shallowness, or shape of a specific piece of property, or whereby reason of exceptional topographical conditions or other extraordinary or exceptional situation, a literal enforcement of the referenced provisions of this zoning ordinance will result in practical difficulties or unnecessary hardships; and*
   3. *The spirit of this zoning ordinance shall be observed and substantial justice done.*

e. Conditions of Variance Approval – In granting any variance, the Board may prescribe appropriate conditions and safeguards in conformity with this Chapter. Violation of any such conditions and safeguards shall be deemed a violation of this Chapter. Under no circumstances shall the Board grant a variance to allow a use not permissible under the terms of this Zoning Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of the Zoning Ordinance in the said district.

f. Expiration of Variance Approval – If relevant and applicable, the Board may assign a variance to run with the subject property, to run with an applicant or development, or prescribe a time limit within which the action for which the variance is requested shall begin or be completed, or both. Failure to begin or complete, or both, such action within the time limit shall void the variance. If the Board does not tie the variance approval to the property or set a time limit, if relevant to the variance, then the granted variance shall become void eighteen months after the date of the Board approval unless a building permit has been issued for the construction provided for

by the variance. In the event the building permit for the construction provided for by the variance expires or is canceled, then the variance approval shall be considered null and void.

3. To hear and decide only such Conditional Use Permits as the Board is specifically authorized to pass on by the terms of this Code of Ordinances, to decide such questions as are involved in determining whether Conditional Use Permits should be granted and to grant Conditional Use Permits with such conditions and safeguards as are appropriate under the Zoning Ordinance, or to deny Conditional Use Permits when not in harmony with the purpose and intent of the Zoning Ordinance. A Conditional Use Permit shall not be granted by the Board unless and until:
    a. A written application for Conditional Use Permit is submitted indicating the applicable chapter or section of the Zoning Ordinance under which the Conditional Use Permit is sought and stating the grounds on which it is requested.
    b. Notice of public hearing shall be given. The owner of the property for which Conditional Use Permit is sought or any agent and any other affected property owners shall be notified by mail. Any party may appear in person or by agent or attorney at the public hearing.
    c. The Board shall make a finding that it is empowered under the section of the Zoning Ordinance described in the application to grant the Conditional Use Permit, and that so granting it will not adversely affect the public interest. Furthermore, in order to approve a Conditional Use Permit, the following findings shall be made that the Conditional Use Permit will be:
        i. *Compatible with the principals and objectives of the City's Comprehensive Plan.*
        ii. *Compatible with the uses permitted in the zoning district under which it is regulated.*
        iii. *Compatible with existing or planned uses of nearby properties.*
        iv. *Will not endanger public health or safety.*
    d. In granting any Conditional Use Permit, the Board may prescribe appropriate conditions and safeguards in conformity with the Zoning Ordinance. Violations of such conditions and safeguards, when made a part of the terms under which the Conditional Use Permit is granted, shall be deemed a violation of the Zoning Ordinance and punishable under Section 175.11. The Board may prescribe a time limit within which the action for which the Conditional Use Permit is required shall begin or be completed, or both. Failure to begin or complete, or both, such action within the time limit shall void the Conditional Use Permit. If no time limit is set by the Board, then the Conditional Use Permit shall become void eighteen months after the date of the Board approval unless a building permit has been issued for the construction provided for by the Conditional Use Permit. In the event the building

permit for the construction provided for by the Conditional Use Permit expires or is canceled, then the Conditional Use Permit shall become void.

4. To review and consider approval of a Conditional Use Permit for a Conditional Use as identified Use Matrix (Table of Permitted Uses) contained in CHAPTER 178 of the Zoning Code. The following shall be required:
    a. Conditional Use Permit Application - A site plan (including number of copies), application form, and any additional information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements shall be submitted to the Zoning Administrator along with the Conditional Use Permit Application fee as established by resolution of the City Council.
    b. Conditional Use Permit Procedure - The Conditional Use Permit Application shall be reviewed by the Zoning Administrator, or their designee, for completeness. Incomplete applications shall be returned to the applicant with a list of the missing items or details. Applications deemed completed shall be distributed to other city departments and other agencies as necessary for review and comment as to its compliance with all zoning regulations and other pertinent city codes, regulations, and policies.
    c. Conditional Use Permit Review by Board of Adjustment - Subsequent to review by the Zoning Administrator and other city departments and agencies, the Zoning Administrator, or their designee, shall submit to all members of the Board a copy of the Conditional Use Permit Application along with a written recommendation as to the application's conformity with the rules and regulations of the city. The Board shall subsequently hold a duly noticed public hearing as prescribed by their rules of procedures and review the Application for conformity with the zoning regulations and standards. The Board may approve, approve with conditions, or deny the Conditional Use Permit Application.
    d. Findings for Approval - In order to approve a Conditional Use Permit, the Board shall make the following findings.
        i. The proposed use, site improvements, and site plan comply with the minimum requirements of the zoning district in which it is proposed to be located;
        ii. The property is of adequate size to accommodate the proposed use and site improvements including setbacks, open space, stormwater management, and off-street parking;
        iii. The proposed use and site improvements will not unduly impact the health, safety, and general welfare of persons residing or working in adjoining property or surrounding area;
        iv. The proposed use and site improvements shall not unduly increase traffic congestion;

v. The proposed use and site improvements will not unduly burden public utilities or increase risk to flooding;
vi. The proposed use and site improvements are compatible with the surrounding neighborhood and shall not diminish or impair established property values in adjoining or surrounding property; and,
vii. The issuance of the Conditional Use Permit will not endanger, jeopardize or harm the health, safety or welfare of the properties and the community.

5. Expiration of Conditional Use Permit Approval - All Conditional Use Permit approvals shall expire and terminate twenty-four months after the date of the Board approval unless a building permit has been issued for the construction provided for in the related site plan. In the event the building permit for the construction provided for in the related site plan expires or is canceled, then such site plan approval shall thereupon terminate.

27.03 DECISIONS OF THE BOARD.

A. In exercising the above powers, the Board may, in conformity with the provisions of law, reverse or affirm, wholly or in part, or modify the order, requirement, decision or determination appealed from, and make such order, requirement, decision or determination as it believes proper, and to that end shall have all of the powers of the Zoning Administrator. The concurring vote of three (3) of the members of the Board shall be necessary to reverse any order, requirement, decision or determination of the Zoning Administrator, or to decide in favor of the applicant on any matter on which it is required to pass under this chapter.

B. No act of the Board shall become effective until after the decision of the Board has been filed. Such decision may be contained within the minutes of the Board.

C. Each variance granted by the Board shall contain a date upon which it shall be effective.

D. Every variance, special exception, or Condition Use Permit granted or denied by the Board shall be supported by a written testimony or evidence submitted in connection therewith.

E. Any taxpayer, or any officer, department, board or bureau of the City, or any person or persons jointly or severally aggrieved by any decision of the Board may present to a court of record a petition, pursuant to Iowa Code 17A.19, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty (30) days after the filing of the decision in the office of the Board.

27.04 VACANCIES. Vacancies will occur in said Board on the death, resignation, or failure to meet residency requirements of any member of said board. If any member fails to attend at least 75% of the official meetings in one year an automatic vacancy will exist on said board. A member may have only one excused absence per year. The excused absence shall only be granted by the

Chairperson of the Board. When a vacancy occurs, the vacancy will then be filled in the same manner as the original appointment for the remainder of the unexpired term.