[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 17, 2026

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on February 17, 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. Kristin Essary - Urban Chickens
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 February 2, 2026, City Council Meeting Minutes
   b. Claims List
   c. Receive & File - January 6, 2026, Library Board Meeting Minutes & January 2026 Director's Report
   d. O-260202-200 - (Second Reading) Ordinance Amending the Code of Ordinances by Amending Chapter 50, Nuisances Generally
   e. O-260202-201 - (Second Reading) Ordinance Amending the Code of Ordinances by Amending Chapter 51, Junk and Junk Vehicles
   f. O-260202-202 - (Second Reading) Ordinance considering adoption of the Bondurant Zoning, Sign, and Subdivision Code
   g. O-260202-203 - (Second 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
   h. O-260202-204 - (Second Reading) Ordinance Amending the Code of Ordinances by Amending Chapter 27, Board of Adjustment
   i. - Resolution approving pay request No. 13 (Final) to Gerard Tank & Steel for the Water Tower Project in the amount of $160,872.99
   j. - Resolution approving pay request No. 14 Release of Retainage to

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.

Gerard Tank & Steel for the Water Tower Project in the amount of $228,013.66

k. - Resolution approving Statement of Final Completion and Owner's Acceptance of Work for the Water Tower Project constructed by Gerard Tank and Steel

l. - Resolution approving pay request no. 1 to Veit & Company Inc. for the BFSD Truman Dr. Storm Sewer Facilities Project in the amount of $68,917.63

m. - Resolution of endorsement for the City of Bondurant approving and authorizing the application for a Department of Transportation BUILD Discretionary Grant for funding assistance to be used for the development of Grant Street South Realignment/Central District Stormwater Improvements

n. - Resolution approving proposal from Shive-Hattery in the amount of $79,200 for Netrix Certified Site Application work

o. - Resolution approving proposal from Shive-Hattery in the amount of $57,100 for CEG1 Certified Site Application work

p. - Resolution approving proposal from Shive-Hattery in the amount of $70,800 for CEG2 Certified Site Application work

q. - Resolution approving pay request no. 4 to Core Construction for The Station Project in the amount of $258,184.12

r. - Resolution approving change order no. 5 for soil stabilization work not in the plans for the Grain District Lincoln Street Public Improvements in the amount of $10,779.45

s. - Resolution approving pay request no. 6 to Manatt's Inc. for the Grain District Lincoln Street Public Improvements Project in the amount of $10,276.38

t. - Resolution approving the Civic Campus North Final Plat

u. - Resolution approving a Minimum Assessment Agreement for property at 100 Main Street, SE

v. - Resolution approving a Minimum Assessment Agreement for property at 94 Paine Circle, SE

w. - Resolution approving an amendment to the Polk County Multi-Jurisdictional Local Hazard Mitigation Plan to add a Hazard Mitigation Project for the City of Bondurant regarding the provision of a hardened space or storm shelter at Silo Commons within the Grain District

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x. - Resolution approving a Memorandum of Understanding (MOU) between the City of Bondurant and the University of Iowa's Master of Public Affairs (MPA) Capstone Team

y. Monthly Report

7. **Public Hearing**

   a. Public Hearing regarding for plans and specifications for the Shallow Wells 5, 6, and 7 Project

8. Action Items

   a. Discussion and possible action on CMaR contract language changes

9. Discussion Items -

   a. Utility Rates Analysis

   b. Joint Infrastructure Committee

   c. Local Government Compliance Clause Usage

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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BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.a.
For Meeting of 2/17/2026
Presentation

TITLE: Kristin Essary - Urban Chickens

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None

A virtual meeting was offered.

BONDURANT CITY COUNCIL
Minutes
February 2, 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, Library Director Michell Klinker-Feld, City Planner Isaac Pezley, City Engineer David Fliehler, Planning & Zoning Commission Member Chris Johnsen

2. Call to Order and Declaring a Quorum

   Mayor Elrod called the meeting to order at 06:02 PM and declared a quorum.

3. Abstentions declared

   None.

4. Perfecting and Approval of the Agenda

   Motion by Cox, seconded by McKenzie, to amend the agenda by adding the Polk County Sheriff's Report to item #5, and to remove item #9a. Vote on Motion 5-0. Motion carried. Motion by Cox, seconded by McKenzie, to approve the agenda as amended. Vote on Motion 5-0. Motion carried.

5. Guests requesting to address the City Council

   Lt. Hunt of the Polk County Sheriff's Department reported 525 calls for service in January.

   a. Heith Hockenberry: Presentation of IAMU Dividends Check

   Heith Hockenberry, IAMU, delivered a $13,530.15 check to the City of Bondurant.

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. R-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

g. R-260202-33- Resolution approving action to order construction and set a date for bid letting and public hearing for the CVT East Trail Extension Project

h. R-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

i. R-260202-35- 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. R-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

k. R-260202-37- 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. R-260202-38- Resolution authorizing staff to seek competitive quotes for the Grant Street North Sidewalk Project

m. R-260202-39- 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. R-260202-40- Resolution approving directing staff and project engineers to move forward to amend the design for wastewater conveyance from the Water Treatment Facility

o. R-260202-41- Resolution approving a Minimum Assessment Agreement for property at 400 Commerce Parkway, SW

p. R-260202-42- Resolution approving a Minimum Assessment Agreement for property at 2020 2nd Street, NE

q. R-260202-43- Resolution approving the professional services agreement with Bolton & Menk Inc. for the Grant Street Corridor Study

r. R-260202-44- Resolution approving the 32nd Street, SE/NE 62nd Avenue and NE 80th Street/Pleasant Street, SE Acquisition Plat for Recording

s. R-260202-45- 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. R-260202-46- Resolution approving the RISE Accomplishment Report for the 2020 RISE-awarded project of 32nd Street, SW/Highway 65

u. R-260202-47- Resolution approving the RISE Accomplishment Report for the 2020 RISE-awarded Shiloh Rose Parkway, SW and 23rd Street, SW Project

v. O-260202-200 - (First Reading) Ordinance Amending the Code of Ordinances by Amending Chapter 50, Nuisances Generally

w. O-260202-201 - (First Reading) Ordinance Amending the Code of Ordinances by Amending Chapter 51, Junk and Junk Vehicles

Motion by Cox, seconded by McKenzie, to Approve the Consent Agenda. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll, Lyman. Nays: None. Absent: None. Motion carried 5-0.

7. **Public Hearing**

a. Public Hearing on the adoption of the Bondurant Zoning, Sign, and Subdivision Code, including approval of the PUD Scoring Matrix
Mayor Elrod opened the public hearing at 06:11 PM.

A public hearing was held on the adoption of the Bondurant Zoning, Sign, and Subdivision Code, including approval of the Planned Unit Development (PUD) Scoring Matrix. Chris Shires with Confluence presented an overview of the proposed code updates and scoring framework and responded to questions from the Council.

Mayor Elrod closed the public hearing at 06:51 PM.

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
Mayor Elrod opened the public hearing at 06:51 PM.

Planning and Community Development Director Murray presented a public hearing on a request to amend the Future Land Use Map, proposing a change from Neighborhood Commercial and Low-Density Residential to Regional Commercial for property located near and abutting Truman Drive, NE and 2nd Street, NE.

Mayor Elrod closed the public hearing at 06:53 PM.

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
Mayor Elrod opened the public hearing at 06:53 PM.

Planning and Community Development Director Murray presented a public hearing on a request to rezone a portion of property identified as GeoParcel No. 8022.30.376.004 from the Transitional Commercial (C-1) District to the General Commercial (C-2) District.

Mayor Elrod closed the public hearing at 06:56 PM.

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
Mayor Elrod opened the public hearing at 06:56 PM.

Public Works Director Horton presented a public hearing regarding the action to order construction and approve the plans, specifications, and form of contract for the BFSD Public Infrastructure 2nd Street, NE Improvements Project.

Mayor Elrod closed the public hearing at 07:01 PM.

*A virtual meeting was offered.

8. Action Items

   a. O-260202-202 - (First Reading) Ordinance considering adoption of the Bondurant Zoning, Sign, and Subdivision Code
   Motion by Driscoll, seconded by Cox, to Approve the first reading of O-260202-202. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll, Lyman. Nays: None. Absent: None. Motion carried 5-0.

   b. R-260202-48- Resolution adopting the PUD Scoring Matrix Policy
   Motion by None, seconded by None, to Approve R-260202-48. Roll Call: Ayes: None. Nays: None. Absent: None. Motion carried 0-0.

   c. R-260202-49- 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
   Motion by Cox, seconded by Driscoll, to Approve R-260202-49. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll, Lyman. Nays: None. Absent: None. Motion carried 5-0.

   d. O-260202-203 - (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
   Motion by Cox, seconded by Driscoll, to Approve the first reading of O-260202-203. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll, Lyman. Nays: None. Absent: None. Motion carried 5-0.

   e. O-260202-204 - (First Reading) Ordinance Amending the Code of Ordinances by Amending Chapter 27, Board of Adjustment
   Motion by Driscoll, seconded by Cox, to Approve the first reading of O-260202-204. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll, Lyman. Nays: None. Absent: None. Motion carried 5-0.

9. Discussion Items -

   a. Utility Rates
   Deleted.

10. Reports / Comments and appropriate action thereon:

   a. Mayor
   Liaison updates.

   b. Council Members
   Cox - Liaison updates.
   Lyman - Liaison updates.
   Driscoll - Liaison updates.
   McKenzie - Liaison updates.
   Sillanpaa - Liaison updates.

**A virtual meeting was offered.*

c. Administrator
The City was awarded a $100,000 Polk County Betterment Grant.

d. Directors
Hagan - Department update.
Horton - Department update.
Murray - Department update.
Kreuder - Department update.
Klinker-Feld - Department update.

11. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
Motion by Driscoll, seconded by Sillanpaa, to Move into Closed Session at 07:48. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll, Lyman. Nays: None. Absent: None. Motion carried 5-0.

Mayor Elrod closed the Closed Session at 08:36 PM.

12. Adjournment
Motion by Cox, seconded by Driscoll, to adjourn at 08:36 PM. Vote on Motion 5-0. Motion carried.

_____
Shelby Hagan, City Clerk

ATTEST:

_____
Doug Elrod, Mayor

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on February 2, 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 2/17/2026
Motion

TITLE: Claims List

CONTACT PERSON:
Jene Jess, Assistant City Administrator

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

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. Claims List

Check Register

Packet: APPKT03476 - 2/9/26 AUTOMATED PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2705	AMAZON CAPITAL SERVICES	02/09/2026	AP Automation	0.00	2,319.89	APA001695
2615	ASSOCIATION FOR RURAL & SMALL L	02/09/2026	AP Automation	0.00	100.00	APA001696
1712	THE BOOK FARM LLC	02/09/2026	AP Automation	0.00	1,915.72	APA001697
2510	CENTRAL IOWA MECHANICAL	02/09/2026	AP Automation	0.00	349.00	APA001698
0134	DEMCO	02/09/2026	AP Automation	0.00	65.52	APA001699
1766	CONRAD FENTON	02/09/2026	AP Automation	0.00	3,135.00	APA001700
1525	GANNETT MEDIA CORP	02/09/2026	AP Automation	0.00	681.60	APA001701
0783	GREATER DES MOINES PARTNERSHIF	02/09/2026	AP Automation	0.00	12,250.00	APA001702
2937	INGRAM LIBRARY SERVICES	02/09/2026	AP Automation	0.00	1,336.19	APA001703
0599	MICROMARKETING LLC	02/09/2026	AP Automation	0.00	206.57	APA001704
2100	MIDWEST TAPE, LLC	02/09/2026	AP Automation	0.00	652.17	APA001705
2629	OPN ARCHITECTS	02/09/2026	AP Automation	0.00	7,536.00	APA001706
1858	OVERDRIVE INC	02/09/2026	AP Automation	0.00	2,934.87	APA001707
1534	STRATUS BUILDNG SOLUTIONS IOW/	02/09/2026	AP Automation	0.00	851.56	APA001708
0525	US CELLULAR	02/09/2026	AP Automation	0.00	306.53	APA001709

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	24	15	0.00	34,640.62
	24	**15**	**0.00**	**34,640.62**

	AP Automation	24	15	0.00	34,640.62

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2026	34,640.62
			34,640.62

Check Register

Packet: APPKT03414 - 2/9/2026 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						
2184	TARA COX	02/09/2026	Regular	0.00	500.00	65208
2890	JENNIFER ADKISSON	02/09/2026	Regular	0.00	13.30	65209
0977	SECRETARY OF STATE	02/09/2026	Regular	0.00	30.00	65210
2964	THE DEALT HAND	02/09/2026	Regular	0.00	100.00	65211
3053	BELNICK, LLC	01/30/2026	Bank Draft	0.00	16,034.06	DFT0004504
1069	FIRST NATIONAL BANK OMAHA	01/29/2026	Bank Draft	0.00	1,765.11	DFT0004505
0144	DES MOINES WATER WORKS	02/02/2026	Bank Draft	0.00	30,247.43	DFT0004506
0144	DES MOINES WATER WORKS	02/02/2026	Bank Draft	0.00	73,302.73	DFT0004507
0416	POSTMASTER	02/03/2026	Bank Draft	0.00	669.71	DFT0004508
2249	ISOLVED BENEFIT SERVICES	01/09/2026	Bank Draft	0.00	115.50	DFT0004509
2336	RYAN COMPANIES US INC.	02/05/2026	Bank Draft	0.00	187,702.76	DFT0004510
2336	RYAN COMPANIES US INC.	02/05/2026	Bank Draft	0.00	92,733.44	DFT0004511
2757	GOOGLE LLC	02/05/2026	Bank Draft	0.00	26.71	DFT0004512
2433	WEX BANK	02/06/2026	Bank Draft	0.00	3,784.06	DFT0004513

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	4	0.00	643.30
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	10	10	0.00	406,381.51
EFT's	0	0	0.00	0.00
	14	**14**	**0.00**	**407,024.81**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2026	17,914.67
999	POOLED CASH	2/2026	389,110.14
			407,024.81

Check Register

Packet: APPKT03435 - 2/3/26 AUTOMATED PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2705	AMAZON CAPITAL SERVICES	02/03/2026	AP Automation	0.00	21.17	APA001670
2638	BOLTON & MENK, INC	02/03/2026	AP Automation	0.00	2,945.50	APA001671
1537	BOUND TREE MEDICAL LLC	02/03/2026	AP Automation	0.00	68.06	APA001672
2316	CROWN TROPHY	02/03/2026	AP Automation	0.00	30.60	APA001673
0145	DIAM PEST CONTROL	02/03/2026	AP Automation	0.00	100.00	APA001674
2525	DINGES FIRE COMPANY	02/03/2026	AP Automation	0.00	4,550.00	APA001675
0936	FEH ASSOCIATES, INC.	02/03/2026	AP Automation	0.00	9,873.75	APA001676
2111	HEIMAN FIRE EQUIPMENT	02/03/2026	AP Automation	0.00	181.50	APA001677
2931	HENRY ROBERT VEENSTRA JR.	02/03/2026	AP Automation	0.00	2,375.00	APA001678
2754	HR GREEN, INC.	02/03/2026	AP Automation	0.00	15,683.00	APA001679
1062	IOWA PRISON INDUSTRIES	02/03/2026	AP Automation	0.00	104.40	APA001680
2125	IMS ALLIANCE	02/03/2026	AP Automation	0.00	21.05	APA001681
1238	LOGOED APPAREL & PROMOTIONS	02/03/2026	AP Automation	0.00	5,104.65	APA001682
0842	MENARDS - ALTOONA	02/03/2026	AP Automation	0.00	89.34	APA001683
3025	MI-FIBER LLC	02/03/2026	AP Automation	0.00	8.47	APA001684
3022	MODLODE INC	02/03/2026	AP Automation	0.00	27.40	APA001685
0939	OCCUPATIONAL HEALTH CENETERS	02/03/2026	AP Automation	0.00	367.00	APA001686
1457	OREILLY AUTO PARTS	02/03/2026	AP Automation	0.00	40.76	APA001687
0759	POLK COUNTY EMERGENCY MGMT	02/03/2026	AP Automation	0.00	4,696.50	APA001688
2835	RELIANT FIRE APPARATUS, INC.	02/03/2026	AP Automation	0.00	1,574.48	APA001689
1504	SHIVE-HATTERY INC	02/03/2026	AP Automation	0.00	27,632.20	APA001690
1301	STOREY-KENWORTHY COMPANY	02/03/2026	AP Automation	0.00	462.55	APA001691
1534	STRATUS BUILDNG SOLUTIONS IOW/	02/03/2026	AP Automation	0.00	755.00	APA001692
2886	TERRACON CONSULTANTS, INC	02/03/2026	AP Automation	0.00	8,877.50	APA001693
1161	VEENSTRA & KIMM, INC.	02/03/2026	AP Automation	0.00	179,334.19	APA001694

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	39	25	0.00	264,924.07
	39	**25**	**0.00**	**264,924.07**

	AP Automation	39	25	0.00	264,924.07

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2026	264,924.07
			264,924.07

Check Register

Packet: APPKT03477 - 2/10/26 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						
0020	ALTOONA ACE HARDWARE	02/10/2026	AP Automation	0.00	16.65	APA001710
2905	ARMOR EQUIPMENT	02/10/2026	AP Automation	0.00	315.00	APA001711
2687	AT&T MOBILITY	02/10/2026	AP Automation	0.00	480.56	APA001712
0776	BAKER ELECTRIC INC	02/10/2026	AP Automation	0.00	213.44	APA001713
0049	BAKER GROUP	02/10/2026	AP Automation	0.00	4,797.67	APA001714
2454	BOOT BARN	02/10/2026	AP Automation	0.00	445.47	APA001715
2510	CENTRAL IOWA MECHANICAL	02/10/2026	AP Automation	0.00	906.00	APA001716
1228	CINTAS CORPORATION #762	02/10/2026	AP Automation	0.00	38.69	APA001717
1580	D & K PRODUCTS	02/10/2026	AP Automation	0.00	84.00	APA001718
0185	HACH COMPANY	02/10/2026	AP Automation	0.00	333.05	APA001719
0230	IOWA ONE CALL	02/10/2026	AP Automation	0.00	864.10	APA001720
0842	MENARDS - ALTOONA	02/10/2026	AP Automation	0.00	113.92	APA001721
0286	METRO WASTE AUTHORITY	02/10/2026	AP Automation	0.00	20.26	APA001722
0308	MUNICIPAL SUPPLY, INC.	02/10/2026	AP Automation	0.00	2,197.30	APA001723
1457	OREILLY AUTO PARTS	02/10/2026	AP Automation	0.00	19.74	APA001724
0325	P & P SMALL ENGINES	02/10/2026	AP Automation	0.00	211.92	APA001725
2310	TITAN MACHINERY	02/10/2026	AP Automation	0.00	4,080.00	APA001726
0930	TOMPKINS INDUSTRIES, INC.	02/10/2026	AP Automation	0.00	223.98	APA001727
2887	WOODYS AUTO REPAIR SERVICE BOI	02/10/2026	AP Automation	0.00	106.26	APA001728
0991	ZIEGLER INC.	02/10/2026	AP Automation	0.00	4,341.18	APA001729

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	29	20	0.00	19,809.19
	29	**20**	**0.00**	**19,809.19**

	AP Automation	29	20	0.00	19,809.19

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2026	19,809.19
			19,809.19

Payable Register

Payable Detail by Vendor Name

Packet: APPKT03243 - PYPKT00790 - 12/15-12/28/25 PAID ON 01/02/26

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 2304 - EBS									**Vendor Total:**	**32,258.14**
INV0005439	Invoice	2/1/2026	2/1/2026	2/1/2026	2/1/2026	1,920.99	0.00	0.00	0.00	1,920.99
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	**Payment Date:** 2/1/2026			**Bank Draft:**	DFT0004436

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DELTA DENTAL PAYMENT	Service	0.00	0.00	1,920.99	0.00	0.00	0.00	1,920.99

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2125	DENTAL INSURANCE		1,920.99	100.00%

INV0005442	Invoice	2/1/2026	2/1/2026	2/1/2026	2/1/2026	23,247.50	0.00	0.00	0.00	23,247.50
HEALTH INSURANCE WELLMARK	AP Bank Code - AP Bank				No	**Payment Date:** 2/1/2026			**Bank Draft:**	DFT0004439

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
HEALTH INSURANCE WELLMARK	Service	0.00	0.00	23,247.50	0.00	0.00	0.00	23,247.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2124	HEALTH INSURANCE WITHHOLDING		23,247.50	100.00%

INV0005443	Invoice	2/1/2026	2/1/2026	2/1/2026	2/1/2026	1,284.52	0.00	0.00	0.00	1,284.52
EBS ADMIN COST	AP Bank Code - AP Bank				No	**Payment Date:** 2/1/2026			**Bank Draft:**	DFT0004440

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
EBS ADMIN COST	Service	0.00	0.00	1,284.52	0.00	0.00	0.00	1,284.52

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2124	HEALTH INSURANCE WITHHOLDING		1,284.52	100.00%

INV0005445	Invoice	2/1/2026	2/1/2026	2/1/2026	2/1/2026	1,680.31	0.00	0.00	0.00	1,680.31
LIFE & DIS PRINCIPAL	AP Bank Code - AP Bank				No	**Payment Date:** 2/1/2026			**Bank Draft:**	DFT0004442

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
LIFE & DIS PRINCIPAL	Service	0.00	0.00	1,680.31	0.00	0.00	0.00	1,680.31

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2124	HEALTH INSURANCE WITHHOLDING		1,680.31	100.00%

INV0005446	Invoice	2/1/2026	2/1/2026	2/1/2026	2/1/2026	3,894.00	0.00	0.00	0.00	3,894.00
SELF FUNDED DEDUCTABLE INSURANCE	AP Bank Code - AP Bank				No	**Payment Date:** 2/1/2026			**Bank Draft:**	DFT0004443

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SELF FUNDED DEDUCTABLE INSURANCE	Service	0.00	0.00	3,894.00	0.00	0.00	0.00	3,894.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2124	HEALTH INSURANCE WITHHOLDING		3,894.00	100.00%

INV0005447	Invoice	2/1/2026	2/1/2026	2/1/2026	2/1/2026	230.82	0.00	0.00	0.00	230.82
VISION AVISES	AP Bank Code - AP Bank				No	**Payment Date:** 2/1/2026			**Bank Draft:**	DFT0004444

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
VISION AVISES	Service	0.00	0.00	230.82	0.00	0.00	0.00	230.82

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2132	VISION WITHHOLDING		230.82	100.00%

Vendor: 0238 - IOWA WORKFORCE DEVELOPMENT **Vendor Total: 438.21**

INV0005451	Invoice	3/27/2026	3/27/2026	3/27/2026	3/27/2026	438.21	0.00	0.00	0.00	438.21
Unemployement Insurance	AP Bank Code - AP Bank				No	**Payment Date:** 3/27/2026			**Bank Draft:**	DFT0004448

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Unemployement Insurance	NA	0.00	0.00	438.21	0.00	0.00	0.00	438.21

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2122	STATE WITHHOLDING		438.21	100.00%

Vendor: 0239 - IPERS **Vendor Total: 23,683.90**

INV0005444	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	626.77	0.00	0.00	0.00	626.77
Payroll Contribution	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026			**Bank Draft:**	DFT0004441

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	626.77	0.00	0.00	0.00	626.77

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		626.77	100.00%

INV0005448	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	23,057.13	0.00	0.00	0.00	23,057.13
Payroll Contribution	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026			**Bank Draft:**	DFT0004445

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	9,458.38	0.00	0.00	0.00	9,458.38

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		9,458.38	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	13,598.75	0.00	0.00	0.00	13,598.75

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		13,598.75	100.00%

Vendor: 1512 - IRS USATAXPYMT **Vendor Total: 34,756.67**

INV0005450	Invoice	1/2/2026	1/2/2026	1/2/2026	1/2/2026	34,756.67	0.00	0.00	0.00	34,756.67
Federal Tax Withheld	AP Bank Code - AP Bank				No	**Payment Date:** 1/2/2026			**Bank Draft:**	DFT0004447

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security Withholding	NA	0.00	0.00	18,295.60	0.00	0.00	0.00	18,295.60

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2121	FICA/MEDICARE WITHHOLDING		18,295.60	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare Withholding	NA	0.00	0.00	4,278.84	0.00	0.00	0.00	4,278.84

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2121	FICA/MEDICARE WITHHOLDING		4,278.84	100.00%

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal Tax Withheld	NA	0.00	0.00	12,182.23	0.00	0.00	0.00	12,182.23

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
670-050-2120	FEDERAL WITHHOLDING		34.06	0.28%
741-050-2120	FEDERAL WITHHOLDING		342.04	2.81%
610-050-2120	FEDERAL WITHHOLDING		958.32	7.87%
600-050-2120	FEDERAL WITHHOLDING		1,019.97	8.37%
110-050-2120	FEDERAL WITHHOLDING		970.36	7.97%
001-050-2120	FEDERAL WITHHOLDING		8,857.48	72.71%

Vendor: 2249 - ISOLVED BENEFIT SERVICES **Vendor Total: 2,651.52**

INV0005440	Invoice	1/2/2026	1/2/2026	1/2/2026	1/2/2026	2,604.18	0.00	0.00	0.00	2,604.18
Payroll Deduction	AP Bank Code - AP Bank				No	**Payment Date:** 1/2/2026			**Bank Draft:**	DFT0004437

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	NA	0.00	0.00	2,604.18	0.00	0.00	0.00	2,604.18

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
820-050-2131	SELF-FUNDED WITHHOLDING		2,604.18	100.00%

INV0005441	Invoice	2/6/2026	2/6/2026	2/6/2026	2/6/2026	47.34	0.00	0.00	0.00	47.34
FSA ADMIN FEE	AP Bank Code - AP Bank				No	**Payment Date:** 2/6/2026			**Bank Draft:**	DFT0004438

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FLEX SPENDING ADMINISTRATION FEE	Service	0.00	0.00	47.34	0.00	0.00	0.00	47.34

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
820-050-2131	SELF-FUNDED WITHHOLDING		47.34	100.00%

Vendor: 1274 - MISSION SQUARE **Vendor Total: 3,697.72**

INV0005436	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	2,380.00	0.00	0.00	0.00	2,380.00
Payroll Deduction	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026			**Bank Draft:**	DFT0004433

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	NA	0.00	0.00	2,380.00	0.00	0.00	0.00	2,380.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-050-2130	ICMA-RC		2,380.00	100.00%

INV0005437	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	435.22	0.00	0.00	0.00	435.22
DEFFERED COMPENSATION	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026			**Bank Draft:**	DFT0004434

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DEFFERED COMPENSATION	Service	0.00	0.00	435.22	0.00	0.00	0.00	435.22

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-050-2130	ICMA-RC		435.22	100.00%

INV0005438	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	882.50	0.00	0.00	0.00	882.50
ICMA-ROTH	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026			**Bank Draft:**	DFT0004435

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ICMA-ROTH	NA	0.00	0.00	882.50	0.00	0.00	0.00	882.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
110-050-2130	ICMA-RC		4.99	0.57%
741-050-2130	ICMA-RC		2.46	0.28%
670-050-2130	ICMA-RC		2.51	0.28%
610-050-2130	ICMA-RC		83.73	9.49%
600-050-2130	ICMA-RC		81.26	9.21%
001-050-2130	ICMA-RC		707.55	80.18%

Vendor: 1832 - TREASURER - STATE OF IOWA **Vendor Total: 4,293.50**

INV0005449	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	4,293.50	0.00	0.00	0.00	4,293.50
State Tax Withholding	AP Bank Code - AP Bank			No	**Payment Date:** 1/30/2026			**Bank Draft:**		DFT0004446

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding	NA	0.00	0.00	4,293.50	0.00	0.00	0.00	4,293.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
670-050-2122	STATE WITHHOLDING		11.97	0.28%
741-050-2122	STATE WITHHOLDING		142.55	3.32%
600-050-2122	STATE WITHHOLDING		340.86	7.94%
110-050-2122	STATE WITHHOLDING		359.41	8.37%
001-050-2122	STATE WITHHOLDING		3,124.20	72.77%
610-050-2122	STATE WITHHOLDING		314.51	7.33%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	16	101,779.66	0.00	0.00	0.00	101,779.66	101,779.66	0.00
	Grand Total:	**101,779.66**	**0.00**	**0.00**	**0.00**	**101,779.66**	**101,779.66**	**0.00**

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	8,857.48
001-050-2122	STATE WITHHOLDING	3,124.20
001-050-2130	ICMA-RC	3,522.77
	Total:	**15,504.45**

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	970.36
110-050-2122	STATE WITHHOLDING	359.41
110-050-2130	ICMA-RC	4.99
	Total:	**1,334.76**

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	22,574.44
112-050-2122	STATE WITHHOLDING	438.21
112-050-2123	IPERS WITHHOLDING	23,683.90
112-050-2124	HEALTH INSURANCE WITHHOLDING	30,106.33
112-050-2125	DENTAL INSURANCE	1,920.99
112-050-2132	VISION WITHHOLDING	230.82
	Total:	**78,954.69**

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	1,019.97
600-050-2122	STATE WITHHOLDING	340.86
600-050-2130	ICMA-RC	81.26
	Total:	**1,442.09**

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	958.32
610-050-2122	STATE WITHHOLDING	314.51
610-050-2130	ICMA-RC	83.73
	Total:	**1,356.56**

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	34.06
670-050-2122	STATE WITHHOLDING	11.97
670-050-2130	ICMA-RC	2.51
	Total:	**48.54**

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	342.04
741-050-2122	STATE WITHHOLDING	142.55
741-050-2130	ICMA-RC	2.46
	Total:	**487.05**

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	2,651.52
	Total:	**2,651.52**

Payable Register

Payable Detail by Vendor Name

Packet: APPKT03412 - PYPKT00795 - 01/30/26 MERRILL VACATION PAYOUT

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

Vendor: 0238 - IOWA WORKFORCE DEVELOPMENT — **Vendor Total:** 12.95

INV0005511	Invoice	3/27/2026	3/27/2026	3/27/2026	3/27/2026	12.95	0.00	0.00	0.00	12.95
Unemployement Insurance	AP Bank Code - AP Bank				No	**Payment Date:** 3/27/2026			**Bank Draft:**	DFT0004497

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Unemployement Insurance	NA	0.00	0.00	12.95	0.00	0.00	0.00	12.95

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2122	STATE WITHHOLDING		12.95	100.00%

Vendor: 1512 - IRS USATAXPYMT — **Vendor Total:** 1,041.10

INV0005510	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	1,041.10	0.00	0.00	0.00	1,041.10
Federal Tax Withheld	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026			**Bank Draft:**	DFT0004496

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security Withholding	NA	0.00	0.00	535.42	0.00	0.00	0.00	535.42

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2121	FICA/MEDICARE WITHHOLDING		535.42	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare Withholding	NA	0.00	0.00	125.22	0.00	0.00	0.00	125.22

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2121	FICA/MEDICARE WITHHOLDING		125.22	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal Tax Withheld	NA	0.00	0.00	380.46	0.00	0.00	0.00	380.46

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-050-2120	FEDERAL WITHHOLDING		380.46	100.00%

Vendor: 1832 - TREASURER - STATE OF IOWA — **Vendor Total:** 175.08

INV0005509	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	175.08	0.00	0.00	0.00	175.08
State Tax Withholding	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026			**Bank Draft:**	DFT0004495

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding	NA	0.00	0.00	175.08	0.00	0.00	0.00	175.08

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-050-2122	STATE WITHHOLDING		175.08	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	3	1,229.13	0.00	0.00	0.00	1,229.13	1,229.13	0.00
	Grand Total:	**1,229.13**	**0.00**	**0.00**	**0.00**	**1,229.13**	**1,229.13**	**0.00**

Account Summary

Account	Name		Amount
001-050-2120	FEDERAL WITHHOLDING		380.46
001-050-2122	STATE WITHHOLDING		175.08
		Total:	**555.54**

Account	Name		Amount
112-050-2121	FICA/MEDICARE WITHHOLDING		660.64
112-050-2122	STATE WITHHOLDING		12.95
		Total:	**673.59**

Payable Register

Payable Detail by Vendor Name

Packet: APPKT03413 - PYPKT00797 - 01/12-01/25/26 PAID ON 01/30/26

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 0238 - IOWA WORKFORCE DEVELOPMENT									**Vendor Total:**	**438.18**
INV0005517	Invoice	3/27/2026	3/27/2026	3/27/2026	3/27/2026	438.18	0.00	0.00	0.00	438.18
Unemployement Insurance	AP Bank Code - AP Bank				No	**Payment Date:** 3/27/2026			**Bank Draft:**	DFT0004503

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Unemployement Insurance	NA	0.00	0.00	438.18	0.00	0.00	0.00	438.18

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2122	STATE WITHHOLDING		438.18	100.00%

Vendor: 0239 - IPERS									**Vendor Total:**	**23,449.75**
INV0005513	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	626.77	0.00	0.00	0.00	626.77
Payroll Contribution	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026			**Bank Draft:**	DFT0004499

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	626.77	0.00	0.00	0.00	626.77

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		626.77	100.00%

INV0005514	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	22,822.98	0.00	0.00	0.00	22,822.98
Payroll Contribution	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026			**Bank Draft:**	DFT0004500

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	9,249.11	0.00	0.00	0.00	9,249.11

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		9,249.11	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	13,573.87	0.00	0.00	0.00	13,573.87

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		13,573.87	100.00%

Vendor: 1512 - IRS USATAXPYMT									**Vendor Total:**	**35,651.76**
INV0005516	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	35,651.76	0.00	0.00	0.00	35,651.76
Federal Tax Withheld	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026			**Bank Draft:**	DFT0004502

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security Withholding	NA	0.00	0.00	18,645.90	0.00	0.00	0.00	18,645.90

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2121	FICA/MEDICARE WITHHOLDING		18,645.90	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare Withholding	NA	0.00	0.00	4,360.80	0.00	0.00	0.00	4,360.80

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2121	FICA/MEDICARE WITHHOLDING		4,360.80	100.00%

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal Tax Withheld	NA	0.00	0.00	12,645.06	0.00	0.00	0.00	12,645.06

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
670-050-2120	FEDERAL WITHHOLDING		36.29	0.29%
741-050-2120	FEDERAL WITHHOLDING		395.64	3.13%
600-050-2120	FEDERAL WITHHOLDING		1,119.80	8.86%
610-050-2120	FEDERAL WITHHOLDING		1,048.33	8.29%
110-050-2120	FEDERAL WITHHOLDING		1,055.32	8.35%
001-050-2120	FEDERAL WITHHOLDING		8,989.68	71.09%

Vendor: 1274 - MISSION SQUARE **Vendor Total:** **425.47**

INV0005512	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	425.47	0.00	0.00	0.00	425.47
DEFFERED COMPENSATION	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026			**Bank Draft:**	DFT0004498

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DEFFERED COMPENSATION	Service	0.00	0.00	425.47	0.00	0.00	0.00	425.47

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-050-2130	ICMA-RC		425.47	100.00%

Vendor: 1832 - TREASURER - STATE OF IOWA **Vendor Total:** **4,441.23**

INV0005515	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	4,441.23	0.00	0.00	0.00	4,441.23
State Tax Withholding	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026			**Bank Draft:**	DFT0004501

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding	NA	0.00	0.00	4,441.23	0.00	0.00	0.00	4,441.23

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
670-050-2122	STATE WITHHOLDING		12.74	0.29%
610-050-2122	STATE WITHHOLDING		336.43	7.58%
600-050-2122	STATE WITHHOLDING		364.87	8.22%
110-050-2122	STATE WITHHOLDING		379.16	8.54%
001-050-2122	STATE WITHHOLDING		3,189.87	71.82%
741-050-2122	STATE WITHHOLDING		158.16	3.56%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	6	64,406.39	0.00	0.00	0.00	64,406.39	64,406.39	0.00
	Grand Total:	**64,406.39**	**0.00**	**0.00**	**0.00**	**64,406.39**	**64,406.39**	**0.00**

Account Summary

Account	Name		Amount
001-050-2120	FEDERAL WITHHOLDING		8,989.68
001-050-2122	STATE WITHHOLDING		3,189.87
001-050-2130	ICMA-RC		425.47
		Total:	**12,605.02**

Account	Name		Amount
110-050-2120	FEDERAL WITHHOLDING		1,055.32
110-050-2122	STATE WITHHOLDING		379.16
		Total:	**1,434.48**

Account	Name		Amount
112-050-2121	FICA/MEDICARE WITHHOLDING		23,006.70
112-050-2122	STATE WITHHOLDING		438.18
112-050-2123	IPERS WITHHOLDING		23,449.75
		Total:	**46,894.63**

Account	Name		Amount
600-050-2120	FEDERAL WITHHOLDING		1,119.80
600-050-2122	STATE WITHHOLDING		364.87
		Total:	**1,484.67**

Account	Name		Amount
610-050-2120	FEDERAL WITHHOLDING		1,048.33
610-050-2122	STATE WITHHOLDING		336.43
		Total:	**1,384.76**

Account	Name		Amount
670-050-2120	FEDERAL WITHHOLDING		36.29
670-050-2122	STATE WITHHOLDING		12.74
		Total:	**49.03**

Account	Name		Amount
741-050-2120	FEDERAL WITHHOLDING		395.64
741-050-2122	STATE WITHHOLDING		158.16
		Total:	**553.80**

Payable Register

Payable Detail by Vendor Name

Packet: APPKT03508 - 1/28/26 IOWA LAND RECORDS

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 2538 - IOWA LAND RECORDS									**Vendor Total:**	**25.00**
INV0005529	Invoice	1/28/2026	1/28/2026	1/28/2026	1/28/2026	25.00	0.00	0.00	0.00	25.00
PERPETUAL SANITARY SEWER EASEMENT WI...	AP Bank Code - AP Bank				No	**Payment Date:** 1/28/2026			**Bank Draft:**	DFT0004517

Payable Address: 8711 WINDSOR PKWY
#2
JOHNSTON, Iowa 50131-

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PERPETUAL SANITARY SEWER EASEMEN...	Service	0.00	0.00	25.00	0.00	0.00	0.00	25.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
357-520-6413	PAYMENT TO OTHER AGENCIES		25.00	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	25.00	0.00	0.00	0.00	25.00	25.00	0.00
	Grand Total:	**25.00**	**0.00**	**0.00**	**0.00**	**25.00**	**25.00**	**0.00**

Account Summary

Account	Name		Amount
357-520-6413	PAYMENT TO OTHER AGENCIES		25.00
		Total:	**25.00**

Payable Register

Payable Detail by Vendor Name

Packet: APPKT03345 - PYPKT00794 - 12/29/25-01/11/26 PAID ON 01/16/26

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 2304 - EBS								**Vendor Total:**		**32,234.61**
INV0005469	Invoice	2/1/2026	2/1/2026	2/1/2026	2/1/2026	1,920.99	0.00	0.00	0.00	1,920.99
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	**Payment Date:** 2/1/2026		**Bank Draft:**		DFT0004461

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DELTA DENTAL PAYMENT	Service	0.00	0.00	1,920.99	0.00	0.00	0.00	1,920.99

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2125	DENTAL INSURANCE		1,920.99	100.00%

INV0005472	Invoice	2/1/2026	2/1/2026	2/1/2026	2/1/2026	23,223.97	0.00	0.00	0.00	23,223.97
HEALTH INSURANCE WELLMARK	AP Bank Code - AP Bank				No	**Payment Date:** 2/1/2026		**Bank Draft:**		DFT0004464

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
HEALTH INSURANCE WELLMARK	Service	0.00	0.00	23,223.97	0.00	0.00	0.00	23,223.97

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2124	HEALTH INSURANCE WITHHOLDING		23,223.97	100.00%

INV0005473	Invoice	2/1/2026	2/1/2026	2/1/2026	2/1/2026	1,284.52	0.00	0.00	0.00	1,284.52
EBS ADMIN COST	AP Bank Code - AP Bank				No	**Payment Date:** 2/1/2026		**Bank Draft:**		DFT0004465

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
EBS ADMIN COST	Service	0.00	0.00	1,284.52	0.00	0.00	0.00	1,284.52

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2124	HEALTH INSURANCE WITHHOLDING		1,284.52	100.00%

INV0005475	Invoice	2/1/2026	2/1/2026	2/1/2026	2/1/2026	1,680.31	0.00	0.00	0.00	1,680.31
LIFE & DIS PRINCIPAL	AP Bank Code - AP Bank				No	**Payment Date:** 2/1/2026		**Bank Draft:**		DFT0004467

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
LIFE & DIS PRINCIPAL	Service	0.00	0.00	1,680.31	0.00	0.00	0.00	1,680.31

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2124	HEALTH INSURANCE WITHHOLDING		1,680.31	100.00%

INV0005476	Invoice	2/1/2026	2/1/2026	2/1/2026	2/1/2026	3,894.00	0.00	0.00	0.00	3,894.00
SELF FUNDED DEDUCTABLE INSURANCE	AP Bank Code - AP Bank				No	**Payment Date:** 2/1/2026		**Bank Draft:**		DFT0004468

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SELF FUNDED DEDUCTABLE INSURANCE	Service	0.00	0.00	3,894.00	0.00	0.00	0.00	3,894.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2124	HEALTH INSURANCE WITHHOLDING		3,894.00	100.00%

INV0005477	Invoice	2/1/2026	2/1/2026	2/1/2026	2/1/2026	230.82	0.00	0.00	0.00	230.82
VISION AVISES	AP Bank Code - AP Bank				No	**Payment Date:** 2/1/2026		**Bank Draft:**		DFT0004469

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
VISION AVISES	Service	0.00	0.00	230.82	0.00	0.00	0.00	230.82

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2132	VISION WITHHOLDING		230.82	100.00%

Vendor: 0238 - IOWA WORKFORCE DEVELOPMENT **Vendor Total: 436.73**

INV0005481	Invoice	3/27/2026	3/27/2026	3/27/2026	3/27/2026	436.73	0.00	0.00	0.00	436.73
Unemployement Insurance	AP Bank Code - AP Bank				No	**Payment Date:** 3/27/2026		**Bank Draft:**		DFT0004473

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Unemployement Insurance	NA	0.00	0.00	436.73	0.00	0.00	0.00	436.73

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2122	STATE WITHHOLDING		436.73	100.00%

Vendor: 0239 - IPERS **Vendor Total: 23,209.54**

INV0005474	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	626.77	0.00	0.00	0.00	626.77
Payroll Contribution	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026		**Bank Draft:**		DFT0004466

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	626.77	0.00	0.00	0.00	626.77

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		626.77	100.00%

INV0005478	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	22,582.77	0.00	0.00	0.00	22,582.77
Payroll Contribution	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026		**Bank Draft:**		DFT0004470

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	9,082.27	0.00	0.00	0.00	9,082.27

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		9,082.27	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	13,500.50	0.00	0.00	0.00	13,500.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		13,500.50	100.00%

Vendor: 1512 - IRS USATAXPYMT **Vendor Total: 33,872.71**

INV0005480	Invoice	1/16/2026	1/16/2026	1/16/2026	1/16/2026	33,872.71	0.00	0.00	0.00	33,872.71
Federal Tax Withheld	AP Bank Code - AP Bank				No	**Payment Date:** 1/16/2026		**Bank Draft:**		DFT0004472

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security Withholding	NA	0.00	0.00	17,940.14	0.00	0.00	0.00	17,940.14

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2121	FICA/MEDICARE WITHHOLDING		17,940.14	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare Withholding	NA	0.00	0.00	4,195.64	0.00	0.00	0.00	4,195.64

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2121	FICA/MEDICARE WITHHOLDING		4,195.64	100.00%

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal Tax Withheld	NA	0.00	0.00	11,736.93	0.00	0.00	0.00	11,736.93

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
741-050-2120	FEDERAL WITHHOLDING		334.57	2.85%
670-050-2120	FEDERAL WITHHOLDING		34.05	0.29%
610-050-2120	FEDERAL WITHHOLDING		935.99	7.97%
110-050-2120	FEDERAL WITHHOLDING		932.68	7.95%
600-050-2120	FEDERAL WITHHOLDING		997.65	8.50%
001-050-2120	FEDERAL WITHHOLDING		8,501.99	72.44%

Vendor: 2249 - ISOLVED BENEFIT SERVICES **Vendor Total:** **2,908.26**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
121754-2	Invoice	2/6/2026	2/6/2026	2/6/2026	2/6/2026	210.00	0.00	0.00	0.00	210.00
2026 FSA ANNUAL FEE	AP Bank Code - AP Bank				No	**Payment Date:** 2/6/2026		**Bank Draft:**		DFT0004516

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
2026 FSA ANNUAL FEE	Service	0.00	0.00	210.00	0.00	0.00	0.00	210.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
820-931-6580	MISCELLANEOUS		210.00	100.00%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0005470	Invoice	1/16/2026	1/16/2026	1/16/2026	1/16/2026	2,645.85	0.00	0.00	0.00	2,645.85
Payroll Deduction	AP Bank Code - AP Bank				No	**Payment Date:** 1/16/2026		**Bank Draft:**		DFT0004462

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	NA	0.00	0.00	2,645.85	0.00	0.00	0.00	2,645.85

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
820-050-2131	SELF-FUNDED WITHHOLDING		2,645.85	100.00%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0005471	Invoice	2/6/2026	2/6/2026	2/6/2026	2/6/2026	52.41	0.00	0.00	0.00	52.41
FSA ADMIN FEE	AP Bank Code - AP Bank				No	**Payment Date:** 2/6/2026		**Bank Draft:**		DFT0004463

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FLEX SPENDING ADMINISTRATION FEE	Service	0.00	0.00	52.41	0.00	0.00	0.00	52.41

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
820-050-2131	SELF-FUNDED WITHHOLDING		52.41	100.00%

Vendor: 1274 - MISSION SQUARE **Vendor Total:** **3,697.72**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0005466	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	2,380.00	0.00	0.00	0.00	2,380.00
Payroll Deduction	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026		**Bank Draft:**		DFT0004458

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	NA	0.00	0.00	2,380.00	0.00	0.00	0.00	2,380.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-050-2130	ICMA-RC		2,380.00	100.00%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0005467	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	435.22	0.00	0.00	0.00	435.22
DEFFERED COMPENSATION	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026		**Bank Draft:**		DFT0004459

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DEFFERED COMPENSATION	Service	0.00	0.00	435.22	0.00	0.00	0.00	435.22

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-050-2130	ICMA-RC		435.22	100.00%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0005468	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	882.50	0.00	0.00	0.00	882.50
ICMA-ROTH	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026		**Bank Draft:**		DFT0004460

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ICMA-ROTH	NA	0.00	0.00	882.50	0.00	0.00	0.00	882.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
110-050-2130	ICMA-RC		4.99	0.57%
741-050-2130	ICMA-RC		2.48	0.28%
670-050-2130	ICMA-RC		2.51	0.28%
610-050-2130	ICMA-RC		83.73	9.49%
600-050-2130	ICMA-RC		81.26	9.21%
001-050-2130	ICMA-RC		707.53	80.17%

Vendor: 1832 - TREASURER - STATE OF IOWA **Vendor Total:** **4,160.13**

INV0005479	Invoice	1/30/2026	1/30/2026	1/30/2026	1/30/2026	4,160.13	0.00	0.00	0.00	4,160.13
State Tax Withholding	AP Bank Code - AP Bank				No	**Payment Date:** 1/30/2026		**Bank Draft:**		DFT0004471

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding	NA	0.00	0.00	4,160.13	0.00	0.00	0.00	4,160.13

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
110-050-2122	STATE WITHHOLDING		345.43	8.30%
741-050-2122	STATE WITHHOLDING		140.53	3.38%
670-050-2122	STATE WITHHOLDING		12.02	0.29%
600-050-2122	STATE WITHHOLDING		333.73	8.02%
610-050-2122	STATE WITHHOLDING		307.47	7.39%
001-050-2122	STATE WITHHOLDING		3,020.95	72.62%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	17	100,519.70	0.00	0.00	0.00	100,519.70	100,519.70	0.00
	Grand Total:	**100,519.70**	**0.00**	**0.00**	**0.00**	**100,519.70**	**100,519.70**	**0.00**

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	8,501.99
001-050-2122	STATE WITHHOLDING	3,020.95
001-050-2130	ICMA-RC	3,522.75
	Total:	**15,045.69**

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	932.68
110-050-2122	STATE WITHHOLDING	345.43
110-050-2130	ICMA-RC	4.99
	Total:	**1,283.10**

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	22,135.78
112-050-2122	STATE WITHHOLDING	436.73
112-050-2123	IPERS WITHHOLDING	23,209.54
112-050-2124	HEALTH INSURANCE WITHHOLDING	30,082.80
112-050-2125	DENTAL INSURANCE	1,920.99
112-050-2132	VISION WITHHOLDING	230.82
	Total:	**78,016.66**

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	997.65
600-050-2122	STATE WITHHOLDING	333.73
600-050-2130	ICMA-RC	81.26
	Total:	**1,412.64**

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	935.99
610-050-2122	STATE WITHHOLDING	307.47
610-050-2130	ICMA-RC	83.73
	Total:	**1,327.19**

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	34.05
670-050-2122	STATE WITHHOLDING	12.02
670-050-2130	ICMA-RC	2.51
	Total:	**48.58**

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	334.57
741-050-2122	STATE WITHHOLDING	140.53
741-050-2130	ICMA-RC	2.48
	Total:	**477.58**

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	2,698.26
820-931-6580	MISCELLANEOUS	210.00
	Total:	**2,908.26**

Payroll Check Register
Checks

Pay Period: 1/26/2026-2/8/2026

Packet: PYPKT00799 - 01/26-02/08/26 PAID ON 02/13/26
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: 1/26/2026-2/8/2026

Packet: PYPKT00799 - 01/26-02/08/26 PAID ON 02/13/26
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
ADAMS, CASSANDRA	3148	02/13/2026	145.44	107519
ADAMS, CASSANDRA	3148	02/13/2026	145.43	107519
ADKISSON, JENNIFER	3145	02/13/2026	599.35	107520
AGANS, PAYTON	1602	02/13/2026	2,078.65	107521
BAAS, JAMIE	4147	02/13/2026	258.33	107522
BAILEY, BOYCE E	7104	02/13/2026	1,344.34	107523
BERGESON, JOHN W	7121	02/13/2026	2,111.07	107524
BRAUN, ALEXA	1612	02/13/2026	2,409.46	107525
BRIGGS, ASHTON S	1511	02/13/2026	908.18	107526
CARPENTER, JOHN C	5129	02/13/2026	1,725.02	107527
CASKEY, PARKER	1607	02/13/2026	81.77	107528
CASKEY, PARKER	1607	02/13/2026	190.81	107528
CLAMAN, CATHERINE JO	3146	02/13/2026	396.70	107529
CLAMAN, CATHERINE JO	3146	02/13/2026	264.47	107529
COLLISON, PATRICK F	5103	02/13/2026	2,462.14	107530
CORY, JOHN P	7120	02/13/2026	1,850.38	107531
CRITTENDEN, MATTHEW	1567	02/13/2026	1,307.30	107532
DE LOS SANTOS, JUAN DAVID	7128	02/13/2026	1,574.30	107533
DENHAM, DARIN	7129	02/13/2026	1,518.56	107534
DENNY, KOLE	1585	02/13/2026	759.55	107535
ELLIOTT, KYLE	1568	02/13/2026	628.12	107536
GILSON, DUSTY ALAN	7124	02/13/2026	1,704.39	107537
HAGAN, SHELBY L	5118	02/13/2026	2,885.17	107538
HIGGINS, DAVID P.	7105	02/13/2026	1,637.91	107539
HORTON, JOHN C	7112	02/13/2026	100.00	107540
HORTON, JOHN C	7112	02/13/2026	3,897.57	107540
HUFF, TIMOTHY J	1559	02/13/2026	330.00	107541
HUFF, TIMOTHY J	1559	02/13/2026	2,288.02	107541
ISKE, BLAKE	1600	02/13/2026	660.03	107542
JESS, JENE' N	5123	02/13/2026	3,792.70	107543
JOHNSON, DEVIN	1610	02/13/2026	2,104.01	107544
KERR, JOHN	1611	02/13/2026	2,523.86	107545
KING, CHRISTINA M	3143	02/13/2026	766.96	107546
KLINKER-FELD, MICHELL M	3135	02/13/2026	2,785.71	107547
KLUS, KATIE	5134	02/13/2026	1,853.56	107548
KOBER, ANDREW M	1557	02/13/2026	639.11	107549
KREUDER, AARON M	1441	02/13/2026	4,039.45	107550
KRUSE, OSCAR	1586	02/13/2026	1,287.62	107551
LEINEN, DAVID	1608	02/13/2026	856.98	107552
LUING, TIFFANY A	5133	02/13/2026	2,280.69	107553
LUNDQUIST, BRADLEY D	1555	02/13/2026	918.77	107554
MARSHMAN, CRAIG A	5125	02/13/2026	1,976.92	107555
MASON, KYLE	1598	02/13/2026	1,437.68	107556
MATTSON, ELAINE	5135	02/13/2026	1,467.40	107557
MEYERES, KYLEIGH	1601	02/13/2026	548.49	107558
MILLER, BRODY E	1582	02/13/2026	1,870.76	107559
MURRAY, MARGARET	5126	02/13/2026	3,509.63	107560
OLIVER, MARKETA S	8403	02/13/2026	4,209.71	107561
OLIVER, MARKETA S	8403	02/13/2026	300.00	107561
PEZLEY, ISAAC J	5132	02/13/2026	2,438.55	107562
RAUTERBERG, ANTHONY	1599	02/13/2026	2,967.16	107563

Packet: PYPKT00799 - 01/26-02/08/26 PAID ON 02/13/26
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
REYNOLDS, RAY A	1537	02/13/2026	676.50	107564
RICCIO, ANTHONY F	1583	02/13/2026	1,055.98	107565
SCHINCKE, MEGAN	3137	02/13/2026	1,732.65	107566
SEXTON, WILLIAM M	7125	02/13/2026	250.00	107567
SEXTON, WILLIAM M	7125	02/13/2026	1,174.49	107567
SIEVE, BENJAMIN JOSHUA	1606	02/13/2026	2,431.89	107568
SIMONI, ANDREW	1604	02/13/2026	2,227.86	107569
SIMONI, ANDREW	1604	02/13/2026	300.00	107569
SOCKNESS TEEPLE, MEGAN E	3147	02/13/2026	2,138.63	107570
SOCKNESS TEEPLE, MEGAN E	3147	02/13/2026	250.00	107570
SPOERRY, DANIELLE M	1527	02/13/2026	1,451.68	107571
STOULIL, JUSTIN	7131	02/13/2026	1,631.14	107572
SUHR, CARLENE E.F.	3144	02/13/2026	1,493.41	107573
SUMMERS, AANNA N	1575	02/13/2026	2,147.67	107574
SUMMERS, ALAN C	1534	02/13/2026	1,481.50	107575
WELTHA, CLAYTON	1566	02/13/2026	516.59	107576

Payroll Check Register
Report Summary
Pay Period: 1/26/2026-2/8/2026

Packet: PYPKT00799 - 01/26-02/08/26 PAID ON 02/13/26
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	101,798.17
Total	**67**	**101,798.17**

Refund Check Register

Refund Check Detail

UBPKT07874 - Refunds 01 UBPKT07872 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-01105-02	REMAX HILLTOP	2/4/2026	65197	63.71			63.71	Generated From Billing
01-02511-07	REYNA, COURTNEY M	2/4/2026	65198	121.42			121.42	Generated From Billing
01-02700-02	GAVIN GLENN	2/4/2026	65199	34.54			34.54	Generated From Billing
01-02727-04	KELLY, ELI N	2/4/2026	65200	120.33			120.33	Generated From Billing
01-03158-02	SEMMENS, MATTHEW R	2/4/2026	65201	117.03			117.03	Generated From Billing
01-05070-02	NGUYEN, KEVIN T	2/4/2026	65202	98.11			98.11	Generated From Billing
07-01115-02	BAD FRIEND LLC	2/4/2026	65203	65.89			65.89	Generated From Billing
12-01161-03	COUSINS, HEATHER L	2/4/2026	65204	27.96			27.96	Generated From Billing
16-01658-01	WIEDERHOLT, ASHLEY M	2/4/2026	65205	23.44			23.44	Generated From Billing
16-01659-01	MER, EMILY	2/4/2026	65206	50.59			50.59	Generated From Billing
16-02156-00	SIGNATURE REAL ESTATE SERVICES, INC	2/4/2026	65207	34.11			34.11	Generated From Billing
Total Refunds: 11			**Total Refunded Amount:**	757.13				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	757.13
Revenue Total:	757.13

General Ledger Distribution

Posting Date: 02/02/2026

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER				
	600-000-1101	CLAIM ON POOLED CASH	-757.13	Yes
	600-050-2141	APPLIED CREDITS	757.13	
		600 Total:	0.00	
Fund: 999 - POOLED CASH				
	999-000-1100	POOLED CASH	-757.13	
	999-050-2300	DUE TO OTHER FUNDS	757.13	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	

Library Director Report to City Council for January 2026

Michell

- January 5: City Council Meeting
- January 13, 21, 27: City Staff Meeting
- January 21: Princh webinar
- January 21: Friends of the Library meeting
- January 21: Library Foundation meeting
- January 23: Metro Area Roundtable meeting
- Employee Fitness Facility Training

Megan T.

- January 13: Attended Middle Managers Meet-Up
- January 20: Employee Fitness Facility Training
- January 23: Watched Meeting the Unique Needs of Teens Webinar

Megan S.

- January 14: iRead Resource Guide Deep Dive Webinar
- January 14: Pop YS Live Summer in the Small Library
- January 15: Attended Kids Lib
- January 20: Check It Out Webinar
- Watched Meeting the Unique Needs of Teens Webinar
- Employee Fitness Facility Training

Carly

- January 15: Attended Kids Lib
- Employee Fitness Facility Training

Jeni

- Watched Meeting the Unique Needs of Teens Webinar
- Employee Fitness Facility Training

Events in December

- *Early Literacy Programs*
  - 12 story times
  - 4 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 Perler Beads
  - After-School BINGO
  - After-School Movie
- *Teen Programs (6th grade and up)*
  - Anime Club
  - In the Middle Book Club
  - Teen Café
  - Finals Week R&R
- *All Ages Programs*
  - Shredding Service
  - E-Waste Drive
  - Winter Animal Scavenger Hunt
  - Family Game Night
- *Adult Programs*
  - 7 Fit for Life
  - Adult Craft Night: Texture Art
  - Book Discussion for Adults: The Frozen River
  - Coffee Social
  - Adult Crafternoon: Texture Art
  - Super Searchers
  - Sourdough 101
- *Outreach*
  - Courtyard Estates
  - 2 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 January 2026

Public Comments

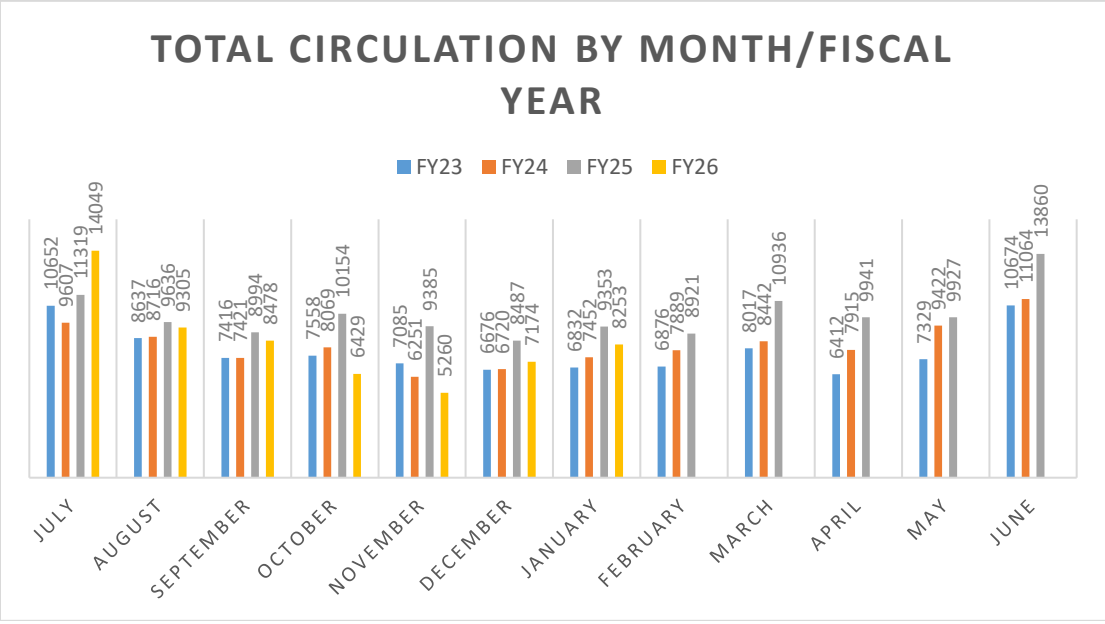
Comment on Facebook regarding the 50 Reasons to Love the Library: “I absolutely love our library. It keeps me sane!”

A patron came in needing help with something on her phone. Megan T helped her learn how to screenshot. She was so grateful she said we were wonderful, and she said she could cry about how helpful we are.

Comments on Facebook post about Libby:
“I use Libby just about every day!”

“Love this service! Thank you for offering it and providing more accessibility to books.”

“We absolutely LOVE Libby!”



Library Director Report to City Council for January 2026

PROGRAM ATTENDANCE

Age group	Number of programs	Number attending
Ages 0-5	24	408
Ages 6-11	6	149
Teens	6	52
Adults	15	153
General Interest	1	17

OTHER STATISTICS:

DOOR COUNT: 4,988

Same month, previous year: **4,079**

CIRCULATION:

Overdrive (e-books, e-audiobooks, & magazines)	2,223
Hoopla	447
Physical Materials	4,983
Total	**8,253**

Same month, previous year: **9,353**

LIBRARY OF THINGS CIRCULATION: 93

NOTARY SERVICE: 11

TABLET STATION USE: 26

Meeting Minutes
Bondurant Community Library │ Library Board of Trustees
Wednesday, January 7, 2026

Call to order: Meeting called to order at 6:02 PM by President Bryant.

1. **Roll Call:** *Members Present:* Josh Bryant, Julie Bergeson, Mike Kramer, Amber Flinn, Jen Keeler, Sue Ugulini, Travis Appelgate and Library Director Klinker-Feld.
   Guests: Chad Driscoll, City Council Liaison; Marketa Oliver, City Administrator.

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

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

   Motion to approve the above consent agenda with additional invoices to warrant list by Keeler, seconded by Kramer. Motion carried.

4. **Public Comments:** None.

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

6. **Friends of the Library Update:** Upcoming events include cleaning day (January) and mini-golf fundraiser (February).

7. **City Council Liaison Report**: Introductions to city council liaison Chad Driscoll. Director Klinker-Feld presented BPL Annual Report at recent council meeting and was well received. Legislative session begins next week. Legislative Coffee with several state officials on 1/9/26 at BES.

8. **Old Business:** None.

9. **New Business:**

   a) **Review Long Range Plan.** Reviewed progress toward goals and objectives outlined in the plan. Director Klinker-Feld provided data, details and activities

held to meet strategies. Will need to begin developing steps for the next long-range plan.

b) **Review/Approve Polk County Agreement.** BPL will receive $107,862; agreement is valid for three years. Motion to approve by Ugulini, seconded by Appelgate. Motion carried.

c) **Review/Approve FY 2026-2027 Budget**. Discussion and review of proposed budget. Motion to approve by Ugulini and seconded by Kramer. Motion carried.

d) **Election of Officers.** The following slate of officers was proposed:

President: Josh Bryant
Vice-President: Mike Kramer
Secretary: Julie Bergeson

Motion to approve slate of officers by Ugulini, seconded by Flinn. Motion carried.

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

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

Next Meeting: February 4, 2026 at 6 PM.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.d.
For Meeting of 2/17/2026
Ordinance

TITLE: - (Second 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. The first reading was approved at the February 2, 2026, council meeting.

FUNDING SOURCE: NA to pass the ordinance; however, the City intends to budget more for nuisance abatement

STAFF RECOMMENDATION: Approve second 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**
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.

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.e.
For Meeting of 2/17/2026
Ordinance

TITLE: - (Second 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.

The first reading was approved at the February 2, 2026, council meeting.

FUNDING SOURCE: NA to pass the ordinance; however, the City intends to budget more for nuisance abatement

STAFF RECOMMENDATION: Approve second 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
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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. 6.f.
For Meeting of 2/17/2026
Ordinance

TITLE: - (Second 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 Code update was held on February 2, 2026. The first reading of the ordinance was also approved by the City Council at that meeting. Following discussion during the February 2nd public hearing, several refinements were incorporated into the proposed code prior to final adoption, including:

- Updates to Section 175.12 (Definitions) to clarify and refine definitions related to travel plazas and truck stops.
- Revisions to Section 178.4 (R-3 District) to include a 20% exception for basements for one-story townhomes.
- Updates to Sections 178.13 and 179.2.4 related to clarifying postage stamp lot regulations.
- Revisions to Section 179.6.12 (Fence and Wall Permit Required) to clarify that no permit is required for minor repairs or replacement.

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. 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

In coordination with the updated code, the City Council also adopted the PUD Scoring Matrix Policy by resolution on February 2, 2026. Chapter 178 references this separately adopted policy in its description of the City's PUD zoning district.

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 at their January 8, 2026, meeting.

FUNDING SOURCE:

STAFF RECOMMENDATION: Approve thesecond reading of the ordinance on a roll-call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. ORDINANCE NO. 260202-202
2. Bondurant Zoning and Subdivision Code Update - City Council 2nd Reading -

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

ZONING CODE
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175.12 DEFINITIONS.

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 Center"** and **"Travel Plaza"** see "truck stop."

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. **"Trailer Washout"** means cleaning, sanitizing, or decontamination of the interior of a commercial trailer to remove residue, bacteria, and/or odor and typically involves high-pressure hot water, detergents, or other sterilization methods.

275. **"Tree"** means a live self-supporting woody plant with a single self-supporting trunk or multiple self-supporting trunks.

276. **"Truck Stop"** means a roadside facility designed to serve motorists and commercial truck drivers, offering ample parking and fueling stations, including diesel fueling stations that are specifically designed for trucks, and may include other amenities such as restaurants, showers, laundry, lounges, convenience stores, vehicle and truck repair, maintenance, and washing services, but not including trailer washout. For the purposes of this ordinance, "travel center" and "travel plaza" shall mean the same as "truck stop" as defined herein.

277. **"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.

278. **"TV dish"** – See "dish antenna."

279. **"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.

280. **"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.

281. **"Vacation"** means the process by which the city discontinues the use of a street, alley or easement as a public way.

282. **"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.

283. **"Vehicle"** means every device in, upon which or by which any person or property is or may be transported or drawn upon a roadway.

284. **"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.

285. **"Wall"** means (a) the vertical exterior surface of a building; or (b) vertical interior surfaces which divide a building space into rooms.

286. **"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.

287. **"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.

288. **"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.

289. **"Yard depth"** means the shortest distance between a lot line and a yard line.

290. **"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.

291. **"Yard line"** means a line drawn parallel to a lot line at a distance therefrom equal to the depth of the required yard.

292. **"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.

293. **"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.

294. **"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.

295. **"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.

296. **"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.

297. **"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.
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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:

      (1) 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.

      (2) Up to 20% of the townhomes or rowhouse dwellings located within any one contiguous development may be granted an exception from this basement requirement. Said basement exception shall only be applied to one-level, single-story dwelling units and the 20% basement reduction shall be calculated separately by each phase of any development and shall be applied at the time of Final Plat.

      (3) 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)	7.5 ft.[6] (0 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	15 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. Setback requirements for postage-stamp lots shall be as provided in Section 179.2.4. Maximum building height, minimum open space, and maximum dwelling units per acre shall remain as otherwise required for the zoning district.*

[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.** Principal structures built within a postage-stamp lot shall meet all of the following:

   A. Setbacks from Postage-Stamp Lot Lines. All structures 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.

   B. Side-to-Side Setbacks. The side of any structure shall be setback from the side of any other structure an amount that is no less than double the side yard setback as provided in the Building Bulk Regulations Table of Chapter 178 for the zoning district in which the structure is located. This setback excludes shared walls located along a common lot line.

   C. Back-to-Back and Back-to-Side Setback. The rear of any structure shall be setback from the back or side of any other structure an amount that is no less than double the rear yard setback as provided in the Building Bulk Regulations Table of Chapter 178 for the zoning district in which the structure is located. This setback excludes shared walls located along a common lot line.

   D. Minimum Setback from Street. The minimum setback for a structure from any public street or private roadway shall be equal to the front yard setback as provided in the Building Bulk Regulations Table of Chapter 178 for the zoning district in which the structure is located. When a structure has frontage along a private roadway, the required front yard setback shall be measured from the closest back of the curb of the private street or from the closest edge of the sidewalk, whichever is closest.

   E. Perimeter Setback. Where a postage-stamp lot is located along the exterior boundary of a development, the Minimum Setback from the Perimeter of the Development as noted in the Building Bulk Regulations Table of Chapter 178 shall apply, where this Minimum Setback from the Perimeter of the Development may be satisfied through a combination of setback located on the lot on which the structure is located and any intervening common outlot located between the structure and the exterior boundary of the development.

   F. Street Access Required. 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 and Wall Permit Required.** Subject to the provisions of this section, a permit shall be obtained prior to the construction of a new fence or wall or the major repair or replacement of any fence or wall. Each application to the Building Official for a fence or wall 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. A permit is not required for the minor repair or replacement of a fence or wall provided no more than 40% of the fence or wall is being repaired or replaced and that the location and height of the fence or wall is not being changed.

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 depth 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.

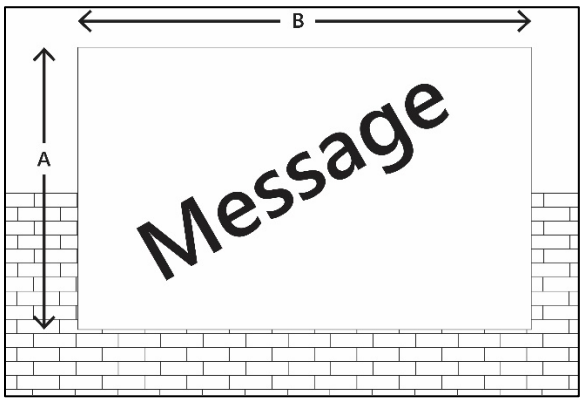
Figure 1



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.
184.4 DEFINITIONS.
184.5 PROCEDURES.
184.6 PRELIMINARY PLAT REQUIREMENTS.
184.7 FINAL PLAT REQUIREMENTS.
184.8 SUBDIVISION DESIGN STANDARDS.
184.9 PUBLIC PARKLAND DEDICATION.
184.10 CONSTRUCTION, BONDING, AND ACCEPTANCE OF PUBLIC IMPROVEMENTS.
184.11 INSPECTION OF PUBLIC IMPROVEMENTS
184.12 WAIVERS.
184.13 AMENDMENTS.
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).
185.10 VISIBILITY OF WIRELESS TELECOMMUNICATIONS FACILITIES.
185.11 SECURITY OF WIRELESS TELECOMMUNICATIONS FACILITIES.
185.12 SIGNAGE
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.

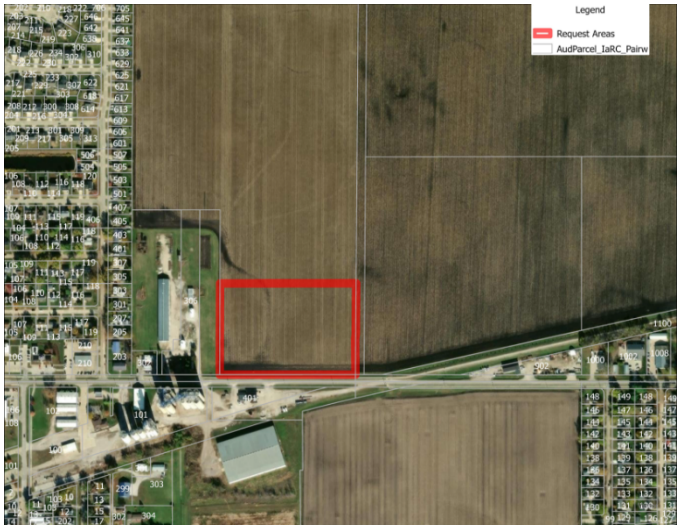
BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.g.
For Meeting of 2/17/2026
Ordinance

TITLE: - (Second 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

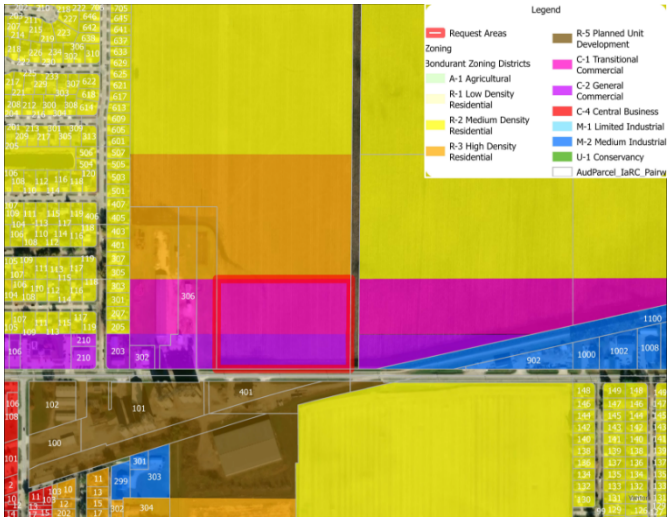
BRIEF HISTORY & ANALYSIS: A public hearing was held earlier on the agenda on the Bondurant Partners LLC rezoning request for Parcel 8022.30.376.004, located at the northeast corner of the intersection of Truman Drive NE and 2nd Street NE. The rezoning request proposes to change the zoning from C-1 Transitional 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 – An amendment to the City's Future Land Use Map was approved by the Bondurant City Coucnil on February 2, 2026. The amendment changed the land use designation 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. The first reading was approved at the February 2, 2026, council meeting.

FUNDING SOURCE:

STAFF RECOMMENDATION: Approve the second reading of the ordinance by roll call vote. If all Council members are present at the February 17, 2026 meeting, the applicant requests that Council waive the second reading and proceed with the third and final reading to allow preliminary plat preparation to move forward.

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. 6.h.
For Meeting of 2/17/2026
Ordinance

TITLE: - (Second 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.

The first reading was approved at the February 2, 2026, council meeting.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve second reading 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.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.i.
For Meeting of 2/17/2026
Resolution

TITLE: - Resolution approving pay request No. 13 (Final) to Gerard Tank & Steel for the Water Tower Project in the amount of $160,872.99

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay application No. 13 in the amount of $160,872.99 related to the Water Tower Project. The pay estimate has been reviewed by City staff and the City's project engineers.

This pay application has been reviewed by City Staff and Engineers from Veenstra & Kim for accuracy and is for work completed from July 16, 2025, through January 30, 2026, for the project. This is the final pay estimate for this project. The Release of Retainage and Close Out documents are also on this agenda.

FUNDING SOURCE: SRF Funds repaid from the Water Utility

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260217-50
2. Pay Estimate No. 13 Final

CITY OF BONDURANT
RESOLUTION NO. 260217-50

RESOLUTION APPROVING PAY REQUEST NO. 13 TO GERARD TANK AND STEEL FOR THE WATER TOWER PROJECT IN THE AMOUNT OF $ 160,872.99

WHEREAS the Water Tower Project Pay Request No. 13 was submitted on February 5, 2025; AND

WHEREAS the pay request No. 13 is for work completed from July 16, 2025, through January 30, 2026, on the Water Tower Project; AND

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request to Gerard Tank & Steel in the above-referenced amount is hereby approved.

Passed this 17th 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				

VEENSTRA & KIMM INC.
6775 Vista Drive
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

Date: February 5, 2026

PAY ESTIMATE NO. 13 FINAL

Project Title	Water Tower City of Bondurant		Contractor	Gerard Tank & Steel, Inc. 1540 East 11th Street PO Box 513 Concordia, KS 66901
Original Contract Amount & Date	$ 4,438,273.10	July 10, 2023	Pay Period	July 16, 2025 to January 30, 2026

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1	1,000,000 Gal Composite Water Tower						$ -
1.1	Rommed Aggregare Piers	LS	1	$ 81,000.00	$ 81,000.00	1	$ 81,000.00
1.2	Foundation	LS	1	$ 510,350.00	$ 510,350.00	1	$ 510,350.00
1.3	Concrete Support Shaft	LS	1	$ 811,000.00	$ 811,000.00	1	$ 811,000.00
1.4	Fabricated Steel - Delivered	LS	1	$ 844,308.10	$ 844,308.10	1	$ 844,308.10
1.5	Steel Erection	LS	1	$ 1,112,200.00	$ 1,112,200.00	1	$ 1,112,200.00
1.6	Field Coating	LS	1	$ 440,000.00	$ 440,000.00	1	$ 440,000.00
1.7	Electrical	LS	1	$ 185,000.00	$ 185,000.00	1	$ 185,000.00
1.8	Misc. Start Up	LS	1	$ 32,000.00	$ 32,000.00	1	$ 32,000.00
2	7" PCC Driveway	SY	1,175	$ 135.00	$ 158,625.00	1,175	$ 158,625.00
3	18" RCP Culvert	LF	55	$ 40.00	$ 2,200.00	55	$ 2,200.00
4	18" RCP FES	EA	2	$ 1,000.00	$ 2,000.00	2	$ 2,000.00
5	72" High Chain Link Fence	LF	720	$ 52.00	$ 37,440.00	720	$ 37,440.00
6	72" High Chain Link Fence Double Gate - 20'	EA	2	$ 1,300.00	$ 2,600.00	2	$ 2,600.00
7	PVC Water Main in Open Cut - 16"	LF	465	$ 110.00	$ 51,150.00	465	$ 51,150.00
8	Hydrant	EA	1	$ 9,000.00	$ 9,000.00	1	$ 9,000.00
9	Gate Valve - 16"	EA	2	$ 14,000.00	$ 28,000.00	2	$ 28,000.00
10	Site Improvements	LS	1	$ 4,000.00	$ 4,000.00	1	$ 4,000.00
11	Seeding - Sudas Type 2	ACRE	2	$ 3,000.00	$ 6,000.00	2	$ 6,000.00
12	Exterior Decorative Lighting	LS	1	$ 121,400.00	$ 121,400.00	1	$ 121,400.00
CO1	Install Level Control Valve & Bypass Valve	LS	1	$ 181,000.00	$ 181,000.00	1	$ 181,000.00
CO2	Liquidated Damages	LS	1	$ (59,000.00)	$ (59,000.00)	1	$ (59,000.00)
	TOTAL CONTRACT				$ 4,560,273.10		$ 4,560,273.10

V-K Job No. 428106

MATERIALS STORED SUMMARY

Description	Number of Units	Unit Price	Extended Cost
		$ -	$ -
		$ -	$ -
		$ -	$ -

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		$ 4,438,273.10	$ 4,560,273.10
Approved Change Orders (list each)	CO 1	$ 181,000.00	
	CO 2	$ (59,000.00)	
	CO 3		
	CO 4		
TOTAL ALL CHANGE ORDERS		$ 122,000.00	$ -
Revised Contract Price		$ 4,560,273.10	$ 4,560,273.10
		Materials Stored	$ -
		Value of Completed Work and Materials Stored	$ 4,560,273.10
		Less Retained Percentage (5%)	$ 228,013.66
		Net Amount Due This Estimate	$ 4,332,259.45
Less Estimate(s) Previously Approved	No.1	$ 697,752.68	
	No.2	$ 323,589.00	
	No.3	$ 269,657.50	
	No.4	$ 248,995.00	
	No.5	$ 151,131.90	
	No.6	$ 984,100.89	
	No. 7	$ 62,700.00	
	No. 8	$ 291,527.27	
	No. 9	$ 409,911.13	
	No. 10	$ 188,100.00	
	No. 11	$ 320,457.33	
	No. 12	$ 223,463.75	
		Less Total Pay Estimates Previously Approved	$ 4,171,386.45
		Amount Due This Estimate	$ 160,872.99

The amount $ 160,872.99 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By:	Recommended By:	Approved By:
Gerard Tank & Steel, Inc.	Veenstra & Kimm, Inc.	City of Bondurant, Iowa
Signature:	Signature:	Signature:
Name: Malcom Richerson	Name: Callin Hornsby	Name:
Title: Construction Manager	Title: Project Engineer	Title: Mayor
Date: 2-6-2026	Date: 2/4/2026	Date:

V-K Job No. 428106

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.j.
For Meeting of 2/17/2026
Resolution

TITLE: - Resolution approving pay request No. 14 Release of Retainage to Gerard Tank & Steel for the Water Tower Project in the amount of $228,013.66

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay application No. 14 — Release of Retainage to Gerard Tank and Steel in the amount of $228,013.66 related to the Water Tower Project. The pay estimate has been reviewed by City staff and the City's project engineers.

This pay application has been reviewed by City Staff and Engineers from Veenstra & Kim for accuracy and is for work completed on this project. The Release of Retainage is the final payment to the company for this project. The City withheld $59,000 from this project, which was approved in Change Order No. 2 on January 20, 2026, and is related to a reduction for liquidated damages and costs incurred by the City due to missed completion dates.

Close Out documents are also on this agenda.

FUNDING SOURCE: SRF Funds repaid from the Water Utility

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260217-51

CITY OF BONDURANT
RESOLUTION NO. 260217-51

RESOLUTION APPROVING PAY REQUEST NO. 14 – RETAINAGE RELEASE TO GERARD TANK AND STEEL FOR THE WATER TOWER PROJECT IN THE AMOUNT OF $160,872.99

WHEREAS the Water Tower Project Pay Request No. 14 – Retainage Release was submitted on February 5, 2025; AND

WHEREAS the pay request No. 14 is for Release of Retainage, now that the project is complete on the Water Tower Project; AND

WHEREAS this is the final payment to the company for this project; AND

WHEREAS the City withheld $59,000 from this project, which was approved in Change Order No. 2 on January 20, 2026, and is related to a reduction for liquidated damages and costs incurred by the City due to missed completion dates; AND

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request to Gerard Tank & Steel in the above-referenced amount is hereby approved.

Passed this 17th 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.k.
For Meeting of 2/17/2026
Resolution

TITLE: - Resolution approving Statement of Final Completion and Owner's Acceptance of Work for the Water Tower Project constructed by Gerard Tank and Steel

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve the Statement of Final Completion and Owner's Acceptance of Work for the Water Tower Project constructed by Gerard Tank and Steel.

The Statement of Final Completion and Owner's Acceptance of Work include attestation that:

- the construction provided pursuant to contract documents, including all approved change orders and amendments, has been completed; and
- the final payment has been authorized; and
- the total cost of the work, as completed is $4,560,273.10; and
- the General (prime contractor) certifies compliance with provisions of the American Iron and Steel requirements of section 746 of title VII of the Consolidated Appropriations Act of 2017; and
- final drawings and specifications, construction contract documents, bidding documents (or Request for Proposals or other construction documents), and any other final design phase deliverables, comply with all applicable Federal requirements.

These documents have been reviewed by City Staff and Engineers from Veenstra & Kim.

Pay Request No. 13 (Final Pay Request) and the Release of Retainage (Final Payment to the company) for this project were approved earlier on this agenda. The City withheld $59,000 from this project, which was approved in Change Order No. 2 on January 20, 2026, and is related to a reduction for liquidated damages and costs incurred by the City due to missed completion dates.

Approval and submittal of these documents are the next necessary steps for the City to receive reimbursement from its $2.5M USDA grant.

FUNDING SOURCE: SRF Funds repaid from the Water Utility

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260217-52
2. Gerard Close Out Documents Water Tower

CITY OF BONDURANT
RESOLUTION NO. 260217-52

RESOLUTION APPROVING STATEMENT OF FINAL COMPLETION AND OWNER'S ACCEPTANCE OF WORK - GERARD TANK AND STEEL FOR THE WATER TOWER PROJECT

WHEREAS attached is the Statement of Final Completion and Owner's Acceptance of Work for the Water Tower Project constructed by Gerard Tank and Steel; AND

WHEREAS the Statement of Final Completion and Owner's Acceptance of Work include attestation that:

- the construction provided pursuant to contract documents, including all approved change orders and amendments, has been completed; and
- the final payment has been authorized; and
- the total cost of the work, as completed is $4,560,273.10; and
- the General (prime contractor) certifies compliance with provisions of the American Iron and Steel requirements of section 746 of title VII of the Consolidated Appropriations Act of 2017; and
- final drawings and specifications, construction contract documents, bidding documents (or Request for Proposals or other construction documents), and any other final design phase deliverables, comply with all applicable Federal requirements; AND

WHEREAS the final payment and Release of Retainage on the Water Tower Project has been approved by the City Council; AND

WHEREAS these documents have been reviewed by City Staff and engineers from Veenstra & Kimm,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Statement of Final Completion and Owner's Acceptance of Work is hereby approved.

Passed this 17th 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				

Community Programs – RD Instructions 1942-A & 1780
Statement of Sustantial Completion
Iowa Guide E-2

USDA United States Department of Agriculture

To: Kate Sand
Deputy State Director

Project: Bondurant Water Tower

Contractor: Gerard Tank & Steel, Inc.
Nick Gerard, Vice President

I, the undersigned Engineer / Architect hereby state that the construction of the Project or a specified part thereof is substantially completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. A prefinal inspection of the Work has been made by the Engineer / Architect, Owner, USDA Rural Development and other appropriate state and federal agencies.

Acceptance of this statement by the Contractor constitutes concurrence of the Contractor for the Owner to use any completed or substantially completed portions of the Work but shall not constitute Owner acceptance of such portions of the Work.

Items of noncompliance with the contract are:

Issuance of this statement does not release the Contractor of the obligation of completing the unfinished portions of the Work or contract requirements in relationship to completion time, liquidated damages or unsettled claims against the project.

The Contractor shall guarantee all materials and equipment furnished, and construction performed by providing a Performance Bond which shall remain in full force and effect as defined in the Contract Documents.

This statement is made to the best of my knowledge, information and belief.

Engineer / Architect

By: _____

Title: Project Engineer

Date: 2/5/2026

Accepted by Contractor:

By: _____

Title: Nick Gerard, Vice President

Date: 02-09-26

Owner Approval of Issuance:

By: _____

Title: _____

Date: _____

USDA Rural Development - Iowa
8-2015

Page 1 of 1

Community Programs – RD Instructions 1942-A & 1780
Statement of Final Completion &
Owner's Acceptance of Work
Iowa Guide E-3

USDA United States Department of Agriculture

Project:	Bondurant Water Tower	Engineer / Architect:	Veenstra & Kimm, Inc. Callin Hornsby
Owner:	City of Bondurant Iowa	Contractor:	Gerard Tank & Steel, Inc. Nick Gerard, Vice President

I, the undersigned Engineer / Architect of the above designated project, do hereby state that:

1. The construction provided pursuant to Contract Documents including all approved amendments and Change Orders, hereafter called the Work between the Owner and Contractor has been completed in compliance with the provisions of the Contract Documents.

2. The final payment authorized hereto and made a part hereof is a complete and accurate summary of the Work performed in accordance with the Contract Documents.

3. The total cost of the Work as completed is $4,560,273.10.

These statements are made to the best of my knowledge, information and belief. I recommend, under the provisions of the Contract Documents, that the Work be accepted and that the final payment be made.

Engineer / Architect

By: _____ Date: 2/5/2026

The Contractor shall guarantee materials and equipment furnished and construction performed by providing a Performance Bond which shall remain in full force and effect as stated in the Contract Documents.

Accepted By Contractor	Accepted By Owner
By: _____	By: _____
Title: Nick Gerard, Vice President	Title: _____
Date: 02-09-26	Date: _____

GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Notes to User: This exhibit is the sample General (Prime) Contractor's Certification of Compliance with the American Iron and Steel requirements to be provided by all General (Prime) Contractors to Engineer for delivery to the Owner at Substantial Completion.

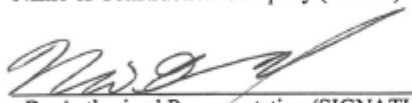
GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL REQUIREMENTS OF SECTION 746 OF TITLE VII OF THE CONSOLIDATED APPROPRIATIONS ACT OF 2017 (DIVISION A - AGRICULTURE, RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED AGENCIES APPROPRIATIONS ACT, 2017) AND SUBSEQUENT STATUTES MANDATING DOMESTIC PREFERENCE

DATE: **02-09-26**

RE: BONDURANT WATER TOWER
CITY OF BONDURANT, IOWA

I hereby certify that to the best of my knowledge and belief all Iron and Steel products installed for this project by my company and by any and all subcontractors and Manufacturers my company has contracted with for this project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or are the subject of a waiver approved by the Secretary of Agriculture or designee.

Gerard Tank & Steel, Inc.
Name of Construction Company (PRINT)



By Authorized Representative (SIGNATURE)

Nick Gerard, Vice President
Title

ENGINEER'S CONSTRUCTION CERTIFICATIONS

Notes to User: This exhibit consists of four statements that will be certified by the Engineer, to be executed and then submitted to the Agency concurrently with the construction Contract Document package. This certification is to be submitted to the Agency prior to Authorization to bid but is not to be included in the bid package.

PROJECT NAME AND CONTRACT NUMBER: Boulevard Water Tower
ENGINEER'S NAME: Callie Hornsby

ENGINEER'S CERTIFICATION

The final Drawings and Specifications, construction Contract Documents, Bidding Documents (or requests for proposals or other construction procurement documents), and any other final design phase deliverables, comply with all applicable federal requirements, to the best of my knowledge and professional judgment. This includes the following:

N/A initial — The Engineers Joint Contract Documents Committee (EJCDC) documents have been used, and all acceptable revisions identified in this Bulletin have been made in accordance with the terms of the license agreement, which states in part that the Engineer "will plainly show all changes to the standard EJCDC text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

N/A initial — Any building(s) designed for this Project will comply with the requirements of the Architectural Barriers Act (ABA), the Americans with Disabilities Act (ADA) of 1990, and the Rehabilitation Act.

CRH initial — All Iron and Steel products referenced in the Drawings, Specifications, and Bidding Documents for this Project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or are the subject of a waiver approved by the Secretary of Agriculture or designee.

CRH initial — All Iron and Steel products that will be referenced in the Addenda, executed Contracts, and Change Orders will comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, or will be the subject of a waiver approved by the Secretary of Agriculture or designee.

Note: This certification is not intended to be a warranty in any way, but rather the designer's professional opinion that to the best of their knowledge the documents comply.

Engineer signature — Date: 2/9/2026

Callie Hornsby — Project Engineer
Printed name and title

Community Programs – RD Instructions 1942-A & 1780
Statement of Sustantial Completion
Iowa Guide E-2

USDA
United States Department of Agriculture

To: Kate Sand
Deputy State Director

Project: Bondurant Water Tower

Contractor: Gerard Tank & Steel, Inc.
Nick Gerard, Vice President

I, the undersigned Engineer / Architect hereby state that the construction of the Project or a specified part thereof is substantially completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. A prefinal inspection of the Work has been made by the Engineer / Architect, Owner, USDA Rural Development and other appropriate state and federal agencies.

Acceptance of this statement by the Contractor constitutes concurrence of the Contractor for the Owner to use any completed or substantially completed portions of the Work but shall not constitute Owner acceptance of such portions of the Work.

Items of noncompliance with the contract are:

Issuance of this statement does not release the Contractor of the obligation of completing the unfinished portions of the Work or contract requirements in relationship to completion time, liquidated damages or unsettled claims against the project.

The Contractor shall guarantee all materials and equipment furnished, and construction performed by providing a Performance Bond which shall remain in full force and effect as defined in the Contract Documents.

This statement is made to the best of my knowledge, information and belief.

Engineer / Architect

By: _____

Title: Project Engineer

Date: 2/5/2026

Accepted by Contractor:

By: _____

Title: Nick Gerard, Vice President

Date: 02-09-26

Owner Approval of Issuance:

By: _____

Title: _____

Date: _____

Community Programs – RD Instructions 1942-A & 1780
Statement of Final Completion &
Owner's Acceptance of Work
Iowa Guide E-3

USDA United States Department of Agriculture

Project:	Bondurant Water Tower	Engineer / Architect:	Veenstra & Kimm, Inc. Callin Hornsby
Owner:	City of Bondurant Iowa	Contractor:	Gerard Tank & Steel, Inc. Nick Gerard, Vice President

I, the undersigned Engineer / Architect of the above designated project, do hereby state that:

1. The construction provided pursuant to Contract Documents including all approved amendments and Change Orders, hereafter called the Work between the Owner and Contractor has been completed in compliance with the provisions of the Contract Documents.

2. The final payment authorized hereto and made a part hereof is a complete and accurate summary of the Work performed in accordance with the Contract Documents.

3. The total cost of the Work as completed is $4,560,273.10.

These statements are made to the best of my knowledge, information and belief. I recommend, under the provisions of the Contract Documents, that the Work be accepted and that the final payment be made.

Engineer / Architect

By: _____ Date: 2/5/2026

The Contractor shall guarantee materials and equipment furnished and construction performed by providing a Performance Bond which shall remain in full force and effect as stated in the Contract Documents.

Accepted By Contractor	Accepted By Owner
By: _____	By: _____
Title: Nick Gerard, Vice President	Title: _____
Date: 02-09-26	Date: _____

GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Notes to User: This exhibit is the sample General (Prime) Contractor's Certification of Compliance with the American Iron and Steel requirements to be provided by all General (Prime) Contractors to Engineer for delivery to the Owner at Substantial Completion.

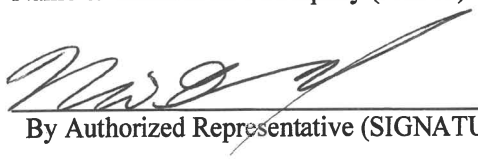
GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL REQUIREMENTS OF SECTION 746 OF TITLE VII OF THE CONSOLIDATED APPROPRIATIONS ACT OF 2017 (DIVISION A - AGRICULTURE, RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED AGENCIES APPROPRIATIONS ACT, 2017) AND SUBSEQUENT STATUTES MANDATING DOMESTIC PREFERENCE

DATE: **02-09-26**

RE: BONDURANT WATER TOWER
CITY OF BONDURANT, IOWA

I hereby certify that to the best of my knowledge and belief all Iron and Steel products installed for this project by my company and by any and all subcontractors and Manufacturers my company has contracted with for this project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or are the subject of a waiver approved by the Secretary of Agriculture or designee.

Gerard Tank & Steel, Inc.
Name of Construction Company (PRINT)



By Authorized Representative (SIGNATURE)

Nick Gerard, Vice President
Title

ENGINEER'S CONSTRUCTION CERTIFICATIONS

Notes to User: This exhibit consists of four statements that will be certified by the Engineer, to be executed and then submitted to the Agency concurrently with the construction Contract Document package. This certification is to be submitted to the Agency prior to Authorization to bid but is not to be included in the bid package.

PROJECT NAME AND CONTRACT NUMBER: Bondurant Water Tower
ENGINEER'S NAME: Callie Hornsby

ENGINEER'S CERTIFICATION

The final Drawings and Specifications, construction Contract Documents, Bidding Documents (or requests for proposals or other construction procurement documents), and any other final design phase deliverables, comply with all applicable federal requirements, to the best of my knowledge and professional judgment. This includes the following:

N/A initial — The Engineers Joint Contract Documents Committee (EJCDC) documents have been used, and all acceptable revisions identified in this Bulletin have been made in accordance with the terms of the license agreement, which states in part that the Engineer "will plainly show all changes to the standard EJCDC text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

N/A initial — Any building(s) designed for this Project will comply with the requirements of the Architectural Barriers Act (ABA), the Americans with Disabilities Act (ADA) of 1990, and the Rehabilitation Act.

CRH initial — All Iron and Steel products referenced in the Drawings, Specifications, and Bidding Documents for this Project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or are the subject of a waiver approved by the Secretary of Agriculture or designee.

CRH initial — All Iron and Steel products that will be referenced in the Addenda, executed Contracts, and Change Orders will comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, or will be the subject of a waiver approved by the Secretary of Agriculture or designee.

Note: This certification is not intended to be a warranty in any way, but rather the designer's professional opinion that to the best of their knowledge the documents comply.

Engineer signature — Date: 2/9/2026

Callie Hornsby — Project Engineer
Printed name and title

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.l.
For Meeting of 2/17/2026
Resolution

TITLE: - Resolution approving pay request no. 1 to Veit & Company Inc. for the BFSD Truman Dr. Storm Sewer Facilities Project in the amount of $68,917.63

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app no. 1 in the amount of $68,917.63 related to the BFCSD Truman Dr. Storm Sewer Facilities Project.

This pay application has been reviewed by City Staff and Engineers from Veenstra & Kim for accuracy and is for work completed from December 1st, 2025, through January 30th, 2026, for the project. The contractor has built most of the first detention pond and will begin excavating the second pond.

FUNDING SOURCE: Bond Funding/Utility Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260217-53
2. Pay Request No. 1

CITY OF BONDURANT
RESOLUTION NO. 260217-53

RESOLUTION APPROVING PAY REQUEST NO. 1 TO VEIT FOR THE BFCSD TRUMAN DR. STORM SEWER FACILITES PROJECT IN THE AMOUNT OF $68,917.63

WHEREAS the BFSD Truman Dr. Project Pay Request No. 1 was submitted on February 2nd, 2026; AND

WHEREAS the pay request no. 1 is for work completed December 1st, 2025, through January 30th, 2026, on the BFSD Truman Dr. Storm Sewer Facilities Project; AND

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 1 to Veit in the amount of $68,917.63 hereby approved.

Passed this 17th 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				

A Kleinfelder Company

VEENSTRA & KIMM INC.
6775 Vista Drive
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

ESTIMATE OF CONSTRUCTION COMPLETED

PARTIAL PAYMENT NO. 1

PROJECT TITLE: BFSD PUBLIC INFRASTRUCTURE - STORM SEWER FACILITIES

Contractor: Veit & Company, Inc. **Date: 2/2/2026**

Original Contract Amount: **$779,999.99**

Pay Period: December 1, 2025 to January 30, 2026

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY ESTIMATED (ORIG. CONT.)	QUANTITY AUTHORIZED (INCL. C.O.'S)	QUANTITY COMPLETED TO DATE	UNIT PRICE	VALUE COMPLETED TO DATE
DIVISION 2 - EARTHWORK							
2.01	Clearing and Grubbing	LS	1	1		$1,310.00	$0.00
2.02	Topsoil	CY	8,468	8,468	1,117	$2.90	$3,239.30
2.03	Class 10 Excavation	CY	74,953	74,953	22,176	$2.30	$51,004.80
2.04	Class 13 Excavation	CY	4,280	4,280		$2.50	$0.00
2.05	Impermeable Clay Liner	CY	4,280	4,280		$1.10	$0.00
2.06	Pond Dredging	CY	220	220		$28.25	$0.00
2.07	Subgrade Preparation	SY	233	233		$2.60	$0.00
2.08	Modified Subbase	SY	233	233		$11.25	$0.00
2.09	Compaction Testing	LS	1	1		$5,830.00	$0.00
DIVISION 4 - SEWERS AND DRAINS							
4.01	Sanitary Sewer, Trenched, C900, 8"	LF	365	365		$81.00	$0.00
4.02	Sanitary Sewer, Trenched, PVC, 8"	LF	146	146		$90.00	$0.00
4.03	Storm Sewer, Trenched, RCP, 15"	LF	53	53		$83.50	$0.00
4.04	Storm Sewer, Trenched, RCP, 24", Gasketed	LF	148	148		$126.00	$0.00
4.05	Storm Sewer, Trenched, RCP, 36"	LF	1,193	1,193		$169.00	$0.00
4.06	Pipe Apron, Concrete, 24"	EA	2	2		$3,080.00	$0.00
4.07	Pipe Apron, Concrete, 36"	EA	1	1		$4,570.00	$0.00
4.08	Subdrain, Type 1, PVC, 6"	LF	120	120		$26.25	$0.00
4.09	Subdrain Outlet	EA	4	4		$61.50	$0.00
4.1	Field Tile Repair	LF	300	300		$12.50	$0.00
4.11	Sanitary Sewer Service Abandonment	LS	1	1		$1,420.00	$0.00
DIVISION 5 - WATER MAINS AND APPURTENANCES							
5.01	Water Service Abandonment	LS	1	1		$2,490.00	$0.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS							
6.01	Manhole, SW-301, 48"	EA	2	2		$4,900.00	$0.00
6.02	Manhole, SW-401, 60" Dia.	EA	4	4		$7,550.00	$0.00
6.03	Storm Sewer Intake, SW-501	EA	2	2		$3,320.00	$0.00
6.04	Connection to Existing Manhole	EA	1	1		$1,890.00	$0.00
DIVISION 7 - STREETS AND RELATED WORK							
7.01	Pavement, PCC, 8"	SY	207	207		$85.00	$0.00
7.02	Pavement Samples and Testing	LS	1	1		$3,340.00	$0.00
7.03	Surfacing Removal	SY	252	252		$8.20	$0.00
7.04	Sidewalk, 5" PCC	SY	45	45		$149.00	$0.00
DIVISION 8 - TRAFFIC CONTROL							
8.01	Temporary Traffic Control	LS	1	1		$3,980.00	$0.00

BID ITEMS							
			QUANTITY				VALUE
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE	UNIT PRICE	COMPLETED TO DATE
DIVISION 9 - SITE WORK AND LANDSCAPING							
9.01	Hydraulic Seeding, Type 1	AC	1.0	1.0		$4,630.00	$0.00
9.02	Native Grass and Wildflower Seeding	AC	5.6	5.6		$4,090.00	$0.00
9.03	SWPPP Preparation	LS	1	1		$1,380.00	$0.00
9.04	SWPPP Management	LS	1	1		$3,440.00	$0.00
9.05	Filter Sock, 9"	LF	3,500	3,500	950	$1.90	$1,805.00
9.06	Filter Socks, Removal	LF	3,500	3,500		$0.30	$0.00
9.07	Erosion Control Mulching, Hydromulching	AC	13.2	13.2		$2,120.00	$0.00
9.08	Stabilized Construction Exit	SY	120	120		$19.25	$0.00
9.09	Rip Rap	TONS	9	9		$126.50	$0.00
9.1	Parcel Accommodations, Pond Outlot X	LS	1	1		$10,330.00	$0.00
9.11	Parcel Accommodations, 309 6th	LS	1	1		$4,680.00	$0.00
9.12	Parcel Accommodations, 313 6th	LS	1	1		$2,010.00	$0.00
9.13	Parcel Accommodations, 506 Lincoln	LS	1	1		$17,600.00	$0.00
9.14	Parcel Accommodations, 601 Lincoln	LS	1	1		$3,410.00	$0.00
DIVISION 11 - MISCELLANEOUS							
11.01	Construction Survey	LS	1	1	0.4587	$5,450.00	$2,500.00
11.02	Mobilization	LS	1	1	0.1932	$64,696.44	$12,500.00

SUMMARY

	Original Contract	Total Completed
Bid Item Subtotal	$779,999.99	$71,049.10

APPROVED CHANGE ORDERS

Change Order No.	Description/Notes	Total Approved	Total Completed
1		$0.00	$0.00
2		$0.00	$0.00
3		$0.00	$0.00
4		$0.00	$0.00
5		$0.00	$0.00
6		$0.00	$0.00
7		$0.00	$0.00
8		$0.00	$0.00
9		$0.00	$0.00
10		$0.00	$0.00
	(Refer to Bid Item Schedule for Total Completed) Total Change Orders	$0.00	$0.00

	Total Approved	Total Completed
Revised Contract Price	$779,999.99	$71,049.10

	Total Completed
Total Materials Stored	$0.00
Total Completed Plus Materials Stored	$71,049.10
Retainage (3%)	$2,131.47
Total Earned Less Retainage	$68,917.63

APPROVED PARTIAL PAYMENTS

Partial Payment No.	Period	Total Approved
1		$0.00
2		$0.00
3		$0.00
4		$0.00
5		$0.00
6		$0.00
7		$0.00
8		$0.00
9		$0.00
10		$0.00
11		$0.00
12		$0.00
	Total Previously Approved	$0.00

Amount Due This Request	**$68,917.63**

Note: The amount **$68,917.63** is recommended for approval for payment in accordance with the terms of the Contract.

CONTRACT SUMMARY

ORIGINAL CONTRACT AMOUNT	$779,999.99
TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS	$779,999.99
THIS PARTIAL PAYMENT	$68,917.63
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT	$68,917.63
BALANCE	$711,082.36
PERCENT COMPLETE	9.1%

Recommended By:		***Contractor:***		***Approved by:***	
Veenstra & Kimm, Inc.		***Veit & Company, Inc.***		***City of Bondurant***	
Signature	William Weber	Signature	Nick Ruhser (Feb 12, 2026 08:00:45 CST)	Signature	John Horton (Feb 12, 2026 08:04:40 CST)
Name	William Weber	Name	Nick Ruhser	Name	John Horton
Title	Project Manager	Title	Project Manager	Title	Public Works Director
Date	Feb 11, 2026	Date	Feb 12, 2026	Date	Feb 12, 2026

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.m.
For Meeting of 2/17/2026
Resolution

TITLE: - Resolution of endorsement for the City of Bondurant approving and authorizing the application for a Department of Transportation BUILD Discretionary Grant for funding assistance to be used for the development of Grant Street South Realignment/Central District Stormwater Improvements

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director
Tiffany Luing, Economic Development Coordinator
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: The attached resolution endorses the City of Bondurant's application to the U.S. Department of Transportation's Better Utilizing Investments to Leverage Development (BUILD) Grant program. This grant program provides grants for surface transportation infrastructure projects with significant local or regional impact. The City's BUILD application is currently being drafted by Shive-Hattery. Shive-Hattery was hired by the City Council in 2023 to design the Grant Street South Realignment/Central District Stormwater Improvements project, and a component of their services includes identifying and submitting grant applications to various funding sources. The City's BUILD application will note the total anticipated cost to construct the Grant Street South Realignment/Central District Stormwater Improvements Project for the portion of the project under the BUILD program is $25.0 million, of which $17.5 million would be the City's request. The City has secured $4.35 million thus far in grant money for implementation of the Grant Street South Realignment/Central District Stormwater Improvements Project.

Implementation of the Grant Street South Realignment/Central District Stormwater Improvements Project is consistent with the 2022-adopted Central District Stormwater Improvements Master Plan. The 2022 Building Bondurant Comprehensive Plan called for the need to adopt the Central District Stormwater Improvements Master Plan.

FUNDING SOURCE: This is would be a grant revenue.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260217-54

CITY OF BONDURANT
RESOLUTION NO. 260217-XXX

RESOLUTION OF ENDORSEMENT FOR THE CITY OF BONDURANT APPROVING AND AUTHORIZING THE APPLICATION FOR A DEPARTMENT OF TRANSPORTATION BUILD DISCRETIONARY GRANT FOR FUNDING ASSISTANCE TO BE USED FOR THE DEVELOPMENT OF GRANT STREET SOUTH REALIGNMENT/CENTRAL DISTRICT STORMWATER IMPROVEMENTS

WHEREAS the City of Bondurant, Iowa, is a duly organized municipality within Polk County; AND,

WHEREAS the United States Department of Transportation (DOT) has formally announced the Better Utilizing Investments to Leverage Development (BUILD) Grant Program; AND,

WHEREAS the Infrastructure Investment and Jobs Act has made available $1.5 Billion for FY 2026 National Infrastructure Investments, otherwise known as BUILD grants; AND,

WHEREAS the Grant Street South Realignment/Central District Stormwater Improvements Project is a surface transportation project that satisfies many of the selection criteria identified in the grant, including located in a rural area, safety benefits, environmental sustainability, quality of life, mobility and community connectivity, economic competitiveness and opportunity, state of good repair, partnership and collaboration, innovation, and demonstrated project readiness; AND,

WHEREAS the total project construction cost is estimated to be $25 million, with the BUILD grant application amount of $17.5 million, and a combined $4.35 million in secured federal funds, and the remaining $3.15 million budgeted through local funding; AND,

WHEREAS preliminary design of the Grant Street South Realignment/Central District Stormwater Improvements project is underway for anticipated construction in 2028/2029 if the grant is awarded; AND,

WHEREAS the Bondurant City Council hereby endorses and authorizes the Grant Street South Realignment/Central District Stormwater Improvements Project for submission to the United States Department of Transportation under the National Infrastructure Investments program, also known as the BUILD Transportation Discretionary Grant Program.

NOW THEREFORE BE IT RESOLVED by the Bondurant City Council, that the City Administrator or their designee is authorized to submit the above-described grant application in the amount of a $17.5 million request on behalf of the City of Bondurant to the United States Department of Transportation.

BE IT FURTHER RESOLVED that the Bondurant City Council, that the Mayor and City Clerk are hereby authorized and directed to execute said application and required certifications for and on behalf of the City of Bondurant, Iowa.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 17th 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.

By:

_____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Lyman				
McKenzie				
Sillanpaa				

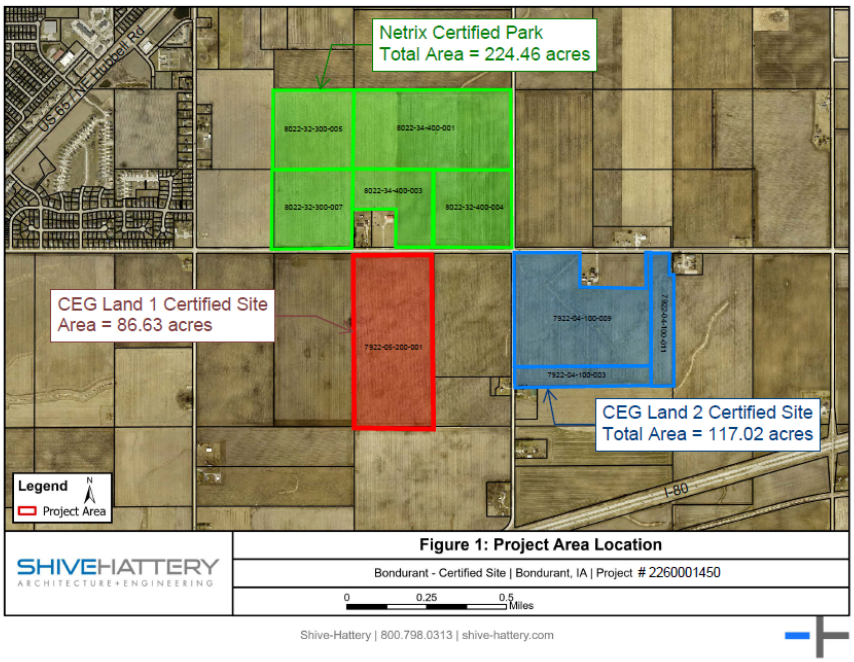
BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.n.
For Meeting of 2/17/2026
Resolution

TITLE: - Resolution approving proposal from Shive-Hattery in the amount of $79,200 for Netrix Certified Site Application work

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator
Tiffany Luing, Economic Development Coordinator

BRIEF HISTORY & ANALYSIS: Attached is a professional services agreement submitted by Shive-Hattery in the amount of $79,200 for services associated with preparing the Netrix Certified Site applications. The application is due to the Iowa Economic Development Authority in August 2026. The Netrix Certified Site area is comprised of the following land:



Shive-Hattery's proposal outlines a comprehensive package of professional services to

guide the City of Bondurant through the Iowa Economic Development Authority (IEDA) Certified Site Program for the approximately 224-acre Netrix Certified Park site.

Their work is structured to provide all technical documentation, due diligence, engineering exhibits, and coordination required to achieve certification, but not full construction design.

The engagement begins with coordination and documentation required for the IEDA process. Shive-Hattery will work with City staff and outside agencies such as the County, MPO, and IDOT to complete the required certification questionnaire and assemble third-party documentation. They will also manage formatting and compilation of the final certification package, participate in monthly coordination calls with IEDA and its site certification consultant, upload materials to the IEDA file share platform, and respond to up to two rounds of review comments and resubmittals.

A significant portion of the work involves site due diligence. Shive-Hattery will prepare an ALTA/NSPS Land Title Survey for the entire property, including required Table A items, easement and right-of-way documentation, and formal certification. In addition, they will complete a detailed topographic survey with one-foot contour intervals using field survey work supplemented by LIDAR or drone data. The survey will document visible improvements, access points, public utilities identified through Iowa One Call, and other observable site features.

Environmental review is another major component. A subconsultant will conduct a Phase I Environmental Site Assessment consistent with ASTM 1527-21 standards. This includes a review of historical records, agency databases, aerial imagery, site reconnaissance, and evaluation of potential contamination risks, culminating in a formal report with recommendations if further investigation is warranted.

Shive-Hattery will also complete a full wetland and Waters of the United States (WOTUS) delineation for the 224-acre site. This includes desktop review of federal and state mapping resources, field investigation of vegetation, soils, and hydrology, GPS mapping of wetland boundaries, and preparation of a formal delineation report. They will submit the delineation to the U.S. Army Corps of Engineers and act as the City’s authorized agent in seeking an Approved Jurisdictional Determination. However, wetland permitting or mitigation design is not included in the base scope.

Additional environmental and regulatory reviews include a threatened and endangered species assessment using the U.S. Fish & Wildlife Service IPaC system, along with a site visit and preparation of a Section 7 memo documenting potential impacts. A subconsultant will also conduct a Cultural Resources Identification Survey (archaeological Phase I investigation) and an architectural history survey within a quarter-mile of the site to assess historic properties and coordinate with the State Historic Preservation Office as necessary.

Subsurface conditions will be evaluated through a geotechnical investigation performed by a subconsultant. This work includes five soil borings to approximately 25 feet, laboratory testing, a seismic refraction survey, and preparation of a preliminary geotechnical report. A letter identifying the site's Seismic Site Class per the current International Building Code will also be provided.

From an infrastructure standpoint, Shive-Hattery will prepare transportation and utility exhibits required for certification. They will research and document vehicular access to adjacent roadways, identify potential improvements or right-of-way needs, and assist with obtaining letters of intent from relevant jurisdictions if required. Utility coordination will include mapping available water, sanitary sewer, storm sewer, gas, and electric infrastructure; documenting service capacity and extension requirements; and assisting the City with required utility questionnaires.

Finally, Shive-Hattery will prepare preliminary civil engineering and schematic site design drawings sufficient to meet certification requirements. This includes conceptual site layout, building placement, parking and drives, rough grading and detention concepts, and preliminary utility routing. They will conduct two review meetings with the City and incorporate one round of revisions to produce final certification-level drawings.

The proposal specifically excludes items such as wetland mitigation design, Phase II environmental testing, additional archaeological work beyond Phase I, full construction documents, public improvement design, rezoning, marketing materials, and recertification.

In summary, Shive-Hattery's scope delivers the full suite of technical studies, environmental reviews, infrastructure analysis, preliminary site planning, and certification coordination required to obtain IEDA Certified Site designation for the Netrix Certified Park property, while stopping short of final engineering and construction-phase services.

All of these services are provided under a fixed fee totaling $79,200, with expenses included

FUNDING SOURCE: General Fund - recouped with TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260217-55
2. Bondurant Certification Site Shive-Hattery Proposal for Netrix

CITY OF BONDURANT
RESOLUTION NO. 240217-55

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH SHIVE-HATTERY IN THE AMOUNT OF $79,200 FOR SITE CERTIFICATION SERVICES FOR THE NETRIX CERTIFIED PARK PROJECT

WHEREAS the City of Bondurant recognizes the importance of the Iowa Economic Development Authority's Certified Site Program; AND

WHEREAS the City of Bondurant is pursuing certification of approximately 224 acres located at the northwest corner of 15th Street SE and NE 88th Street under the Iowa Economic Development Authority (IEDA) Certified Site Program; and

WHEREAS certification of the site as a Certified Park will enhance the City's economic development efforts and competitiveness for future business recruitment; and

WHEREAS Shive-Hattery, Inc. has submitted a Professional Services Agreement dated February 12, 2026, to provide surveying, environmental review, geotechnical investigation, transportation and utility exhibits, preliminary civil engineering, and certification coordination services necessary to complete the IEDA Certified Site process; and

WHEREAS the total fee for these services is a fixed amount of Seventy-Nine Thousand Two Hundred Dollars ($79,200), with reimbursable expenses included in the fixed fee; and

WHEREAS the City Council finds that the proposal is in the best interest of the City and necessary to advance the 2026 Certified Site (Netrix Certified Park) project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that:

1. The Professional Services Agreement between the City of Bondurant and Shive-Hattery, Inc., dated February 12, 2026, for the 2026 Certified Site (Netrix Certified Park) project, in the amount of $79,200, is hereby approved, pending review of legal counsel.
2. The Mayor is authorized and directed to execute the Agreement on behalf of the City.
3. The City Administrator and City staff are authorized to take all actions necessary to implement the Agreement and proceed with the services described therein.

Passed this 17th 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				

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

PROFESSIONAL SERVICES AGREEMENT

ATTN: Marketa Oliver
CLIENT: City of Bondurant, IA
200 Second Street NE
PO Box 37
Bondurant, IA 50035-0037

PROJECT: Bondurant - 2026 Certified Site (Netrix Certified Park)

PROJECT LOCATION: Bondurant, IA

DATE OF AGREEMENT: February 12, 2026

PROJECT DESCRIPTION

Assist the City of Bondurant through the Certified Site process with the Iowa Economic Development Authority (IEDA) for certification of approximately 224 acres located at the northwest corner of the 15th St SE and NE 88th St intersection. The project is anticipated to follow the 2026 IEDA Certified Site Program guidelines and be certified as a park.

SCOPE OF SERVICES

We will provide the following services for the project:

Site Due Diligence Investigations including Land Surveying, Civil Engineering, and Environmental Services

These services will consist of the tasks listed below. When necessary, the Consultant will obtain the services of qualified subconsultants to complete or assist with the tasks.

1. **Attachment #1 – Questionnaire**
    a. Shive-Hattery will coordinate with the City and other agencies (county, MPO, IDOT, etc) to obtain necessary information and fill out the questionnaire with third-party input.

2. **Attachments #8 & 13 – ALTA/NSPS Certified Survey**
    a. Prepare an ALTA/ACSM survey for the approximately 224-acre property area based on criteria in accordance with the "Minimum Standard Detail Requirements for ALTA/ ACSM Land Title Surveys" as adopted by the American Land Title Association and the National Society of Professional Surveyors copyright 2021.
        i. ALTA survey to include items 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b), 7(c), 8, 9, 11(a), 13, 14, 16, 17, and 18, from Table "A".
        ii. This drawing will be prepared utilizing current title commitments provided by the Owner/Client.
    b. Prepare a certification with specific survey notes, as provided by Client.
    c. Submit a final review copy of the survey for the client and other parties to review.
    d. Finalize ALTA/NSPS Survey and provide certified electronic copy incorporating review comments received.
    e. Complete a site topographic design survey of the property referenced above and limited portions of adjacent streets. The site survey will create a single electronic AutoCAD base drawing showing existing topographic information and site features as follows:

i. Show recorded or otherwise known easements and right-of-way and identify owners based on information contained in the title opinion provided by the Owner/Developer with all referenced documents included. We have not included courthouse research in our current scope.
ii. Contours at one-foot intervals; error shall not exceed one-half contour interval. Surface verified Lidar or drone technologies will be used to supplement field survey data. Additional detailed topographic survey data may be required as part of future site design services.
iii. Show and describe substantial visual improvements (in addition to buildings) such as fences, walls, concrete slabs, gravel drives, culverts, etc.
iv. Indicate access to a public way such as driveways, and access to and from other adjoining properties.
v. Location of public and private utilities (representative examples of which are shown below) existing on or serving the surveyed property from observed evidence together with evidence from plans obtained from utility companies or provided by the client, and markings by utility companies and other appropriate sources (with reference as to the source of information). We will complete an Iowa One Call design locate request and will survey all utilities located at the time of our field work.
    1. There is potential that public utilities will not be fully located and may require additional site visits which may require additional fees. We are not anticipating any private utilities on this site other than field tile. We have not included any private utility location services or potholing to locate field tile in our current scope of services.
vi. Manholes, catch basins, valve vaults, yard hydrants, or other surface indications of subterranean uses; location, size and depths where information is readily available.
vii. Wires and cables (including their function, if readily identifiable), crossing the surveyed premises, all poles on or within ten feet of the survey limits.
viii. Utility company installations on the surveyed premises.

3. **Attachment #9 – Phase 1 Environmental Site Assessment (ESA) (Subconsultant)**
    a. Conduct a background review of the site's history, contacts with the city, county, state and federal environmental offices, evaluation of available aerial photography, and interviews with former and current site owners/operators as made available.
    b. Perform a visual evaluation of the site and adjacent properties for evidence of releases or threats of releases of hazardous substances, fuels, and other environmental concerns.
    c. Review of the regional geology and hydrogeology of the site vicinity, including records of groundwater contamination. Also, review readily available reports of compliance violations and/or contaminant discharges in the site vicinity, and the proximity of the site to known environmental conditions or problems.
    d. Provide a report in general conformance with the scope of limitations of American Society of Testing and Materials (ASTM) Standard 1527-21 summarizing the activities performed, findings of the evaluation, and recommending additional Phase II or limited site investigation (LSI) activity, if appropriate.

4. **Attachment #10 – Wetland Delineation and Report**
    a. Provide a wetland and WOTUS delineation for the entire approximately 224-acre site. The delineation will use mandatory technical criteria, field indicators, and other sources of information to evaluate whether the project area has jurisdictional wetlands or WOTUS. The delineation will be performed by an experienced environmental scientist or engineer. If wetlands or WOTUS are present, the upper boundaries within the project

area will be identified and mapped as further defined below.

i. The delineation will identify where the upper boundaries of wetlands and WOTUS are located. Documentation of vegetation communities, hydrology, and soils will be performed as outlined by the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual and Midwest Region (2010) Supplement.
ii. Assemble and review available public information including United States Geological Survey (USGS) topo maps, National Wetlands Inventory (NWI) maps, United States Department of Agriculture (USDA) Soil Survey maps, and aerial photographs as a preliminary desktop review prior to field work.
iii. Perform an on-site visit to gather data pertaining to hydrophytic vegetation, wetland hydrology, and hydric soils. The following will be performed at each data point location within suspected wetland areas on site:
    1. Assess vegetation stratum (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by genus and species.
    2. Evaluate soil for hydric indicators by digging soil samples.
    3. Observe the presence of wetland hydrology indicators.
iv. Utilize a hand-held GPS unit (sub-meter accuracy) to map the boundaries of all delineated wetlands within the project area.
v. Prepare maps that show the delineated wetland and WOTUS area(s).
vi. Submit a Wetland and Waters of the United States Delineation Report to the client that can be used for submittal to the USACE. This report will include, but is not limited to sample locations, data forms, site photos, maps of the wetland area(s), and explanation of the results of the investigation.
vii. The scope of this proposal includes one site visit to conduct a baseline delineation. The fee in this proposal doesn't include additional meetings or data collection/evaluation that may be requested by the USACE. If the USACE requests additional information, we will provide additional scope for your approval prior to conducting the work.

b. Submit the Wetland Delineation to the U.S. Army Corps of Engineers to request an Approved Jurisdictional Determination.
    i. A Request for Corps Jurisdictional Determination package will be prepared and submitted to the Rock Island District Corps of Engineers. This request will be utilized to obtain the official Corps determination that jurisdictional waters of the United States are either present or absent on the project property.
    ii. Shive-Hattery will act as the Authorized Agent throughout the determination request process. During this process, Shive-Hattery staff will respond to inquiries from the Rock Island District Corps of Engineers.

* The fees in this proposal do not include additional meetings or data collection/evaluation that may be required by the USACE. Fees do not include preparing a Wetland Mitigation Plan or other services that may be required if wetland or WOTUS impacts are proposed. Additional services will be necessary if compensatory mitigation is required for impacts to jurisdictional waterbodies or wetlands. Our specific involvement in these phases of the project is not known at this time. If necessary, budget estimates for additional services will be provided if our assistance is required as the project scope evolves.

* Wetland Growing Season Explanation: According to the Midwest Supplement, the end of the growing season occurs when woody deciduous species lose their leaves and/or the last herbaceous plants cease flowering, and their leaves become dry or brown. The growing season generally begins when two or more different non-evergreen vascular plant species growing in a wetland or surrounding area emerge from the ground, show

new growth, bud, or flower. For better classification, the wetland delineation should be performed when vegetation is actively growing (generally April-October). If the wetland delineation will be performed outside of the growing season, surveying and classification of identified wetlands will be based on existing conditions and are subject to change. A follow-up visit may be necessary in the vegetative growing season to confirm plant species. Please note that the wetland delineation cannot be performed when the ground is covered in snow or when frozen ground conditions exist.

5. **Attachment #11 – Threatened and Endangered Species Review**
    a. Use the U.S. Fish & Wildlife Service (USFWS) IPaC service to obtain the official species list for the project area.
    b. Evaluate the project area based on the IPaC species list to identify potential bat, other listed threatened and endangered species, and migratory bird habitat in the project area.
    c. Conduct a web search for all pertinent information regarding the listed species and their potential for habitat within the proposed project area.
    d. Environmental staff will complete a site visit to identify potential habitat for listed species within the project area. Locations of potential habitat will be recorded with a handheld GPS receiver.
    e. A report documenting the findings and all pertinent information identified during the research period will be provided. The report will include a Section 7 Memo documenting its finding of no effect, may affect but not adversely, or will adversely affect.

6. **Attachment #12 – Cultural Resources Identification Survey (CRIS) & Architecture History Survey (Subconsultant)**
    a. Complete a Cultural Resources Identification Survey including:
        i. Obtain Archaeological Phase 1 services for the project property to provide surface and subsurface archeological survey coverage sufficient to meet the site certification guidelines of the Iowa State Historic Preservation Office, IEDA, and the Association of Iowa Archaeologists. These services will be completed by a subconsultant.
        ii. Perform a field investigation to confirm extent of disturbance, survey areas of intact soils, and recorded and previously unrecorded historic resources. Provide soil cores and shovel tests as required.
        iii. Prepare and submit a formal report with findings and recommendations and facilitate any needed consultation with SHPO.
        iv. Review historic architecture records of previously inventoried properties, NRHP listings, and other historic sources to identify and develop historic contexts for built resources in the survey area and identify any properties that appear eligible for NRHP listing.
        v. Additional services may be required depending on site findings and SHPO's request for additional investigation work beyond the initial Phase 1 investigation scope of services.
    b. Complete an architectural history survey including:
        i. Examination of existing above-ground resources that lie within a quarter mile radius of the project area. Following the SHPO's requirements, reconnaissance-level architectural history survey will be completed for farmsteads and buildings/structures that are older than 45 years located within the quarter-mile buffer. This survey will be completed from public rights-of-way.
        ii. The primary intent of this study will be to assess whether potential historic properties are present in the vicinity that could be adversely affected by the proposed project. Properties will be field documented, photographed and evaluated at a reconnaissance level. Site Inventory Forms will be prepared for

properties that are 45 years or older.

7. **Attachment #14 – Geotechnical Investigation and Report (Subconsultant)**
    a. Complete preliminary geotechnical field work, laboratory testing, and preliminary geotechnical engineering report sufficient to meet site certification guidelines.
        i. Field coordination, utility locates (public utilities) and staking.
        ii. Complete five (5) borings at depths extending to about 25 feet below existing grades.
        iii. Complete one Seismic Refractory Survey and testing to satisfy Seismic Site Class requirements.
        iv. Laboratory testing (e.g., water content, and Atterberg limit tests).
        v. Preparation of preliminary geotechnical engineering report.
    b. Provide a letter indicating Seismic Site Class per current International Building Code.

8. **Attachments #21-22 – Transportation Exhibits**
    a. Research and summarize available vehicular access points to adjacent public roadways including documenting any potential access restrictions or upgrades that may be required by local jurisdictions using assumed roadway and right-of-way sections.
    b. If applicable, prepare a high-level concept of anticipated public roadway improvements and identify potential right-of-way acquisition needs based on information provided by local jurisdictions.
    c. Assist with obtaining a letter of intent from the local jurisdiction regarding any transportation upgrades required for site certification.

9. **Attachments #27-28, 30-31, 33-34, 37-38, & 41-42 – Utility Exhibits & Questionnaires**
    a. Prepare a base map of the proposed certification area totaling approximately 224 acres utilizing available surface LIDAR or other source data to provide surface contours at one-foot intervals.
    b. Research existing parcel and plat information for the sites and show approximate property parcel boundaries on base mapping. We have not included county recorder research and will utilize current title opinions and readily available data from online sources or information provided by Client.
    c. Obtain available FEMA flood map data and other flood plain mapping available for the site and show any limits on base map.
    d. Request from utility providers available utility mapping near the sites including locations and sizes of the following utilities: water, sanitary sewer, storm sewer, gas, and electric.
        i. As required, set up and attend a conference call with the Client and utility providers to discuss utility services near the site and ability to provide service to the proposed development.
    e. Summarize utility providers service information and document any utility extension requirements that may be required to serve the site.
    f. Assist Client with completion of required utility questionnaires.

10. **Attachment #44 – Civil Engineering / Schematic Design**
    a. Conduct an initial review meeting with the Client to discuss proposed project and determine critical needs and desires for the site.
    b. Prepare preliminary design plans meeting site certification guidelines to include:
        i. Site layout/geometry, parking/drives/sidewalks, and building placement.
        ii. Overall site rough grading concept and detention pond layout.

iii. Utility routing concept.

c. Participate in a second review meeting with the Client to review preliminary design plans.
d. Update plans one (1) time based on review comments and utilize the final preliminary design drawings for use in site certification.

11. Site Certification Submittals and Coordination

a. Create an overall, consistent document format for the site certification submittal. Coordinate format with companion documents being prepared by other consultants and the Client.
b. Provide coordination of revisions and comments from the site certification process.
c. Participate in monthly coordination calls with IEDA and their site certification consultant.
d. Coordinate and package site certification submittals according to IEDA guideline requirements. Upload documentation as required to the IEDA file share platform.
e. Respond to two rounds of IEDA review comments and questions and provide two resubmittals of requested documents.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Provide Shive-Hattery personnel unlimited access to the site as required.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- Schedule to be determined by the IEDA Certified Sites approval process with the intent for initial Notification to Pursue submittal in May of 2026 with formal Certification Application submittal in August 2026.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
ALTA/NSPS Certified Survey	Fixed Fee	$13,200	Included	$13,200
Phase 1 Environmental Survey (ESA)	Fixed Fee	$2,900	Included	$2,900
Wetland Delineation and Report	Fixed Fee	$9,100	Included	$9,100
Threatened & Endangered Species Review	Fixed Fee	$2,800	Included	$2,800
CRIS & Architecture History Survey	Fixed Fee	$19,400	Included	$19,400
Geotechnical Investigation	Fixed Fee	$11,800	Included	$11,800
Transportation Exhibits	Fixed Fee	$2,000	Included	$2,000
Utility Exhibits & Questionnaire	Fixed Fee	$3,300	Included	$3,300
Civil Engineering / Schematic Design	Fixed Fee	$5,300	Included	$5,300
Site Certification Submittals & Coordination	Fixed Fee	$9,400	Included	$9,400
TOTAL		$79,200	Included	**$79,200**

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Included - For Fixed Fee Type, expenses have been included in the Fee amount. For Hourly Fee Types, expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.
- Any city submittal or permit fees can be paid for by Shive-Hattery and reimbursed by the Client but are not included in the amounts noted above.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Wetland permitting & mitigation design
2. Other environmental reviews
3. Phase II environmental review and/or remediation
4. Additional archaeological investigations as may be required by SHPO
5. Topographic survey within roadway right-of-ways
6. Site renderings and marketing materials
7. Full site design & construction documents
8. Design of public improvements
9. Property rezoning
10. Property recertification

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery October 2024

PARTIES

"S-H" or “Shive-Hattery” shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., Helix Design Group, a Division of Shive-Hattery, Inc., Shive-Hattery New Jersey, Inc., WSM, a Division of Shive-Hattery, Inc., or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys’ fees, experts’ fees, or any other legal costs , in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars ($50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees against all claims, damages, liabilities, losses or costs, including reasonable attorneys’ fees, experts’ fees, or other legal costs to the extent caused by S-H’s negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys’ fees, expert’s fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney’s fees, experts’ fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H’s drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H’s Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation.

In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs , expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy

or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT’s contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H’s services, additional costs and expenses in S-H’s performance of its services, or other effects in S-H’s services, stemming in whole or part from such events and circumstances (collectively, “Excusable Events” or, singularly, an “Excusable Event”): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT’s contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT’s suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT’s contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or

CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state that the project is located.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

HARASSMENT

If either party becomes aware of any form of harassing conduct by the other party's employees, agents, contractors, consultants, vendors, or affiliated companies, the party receiving the harassing conduct will promptly investigate the reported conduct and take appropriate action that may include termination of this Agreement by providing written notice to the other party. Prior to the written notice to terminate, all applicable obligations contained in this Agreement by either party remain in effect. Harassment conduct includes any verbal, physical, and visual or pictorial content that creates an intimidating, offensive, obscene, or hostile working environment, unwanted and unsolicited verbal comments, sexual advances or innuendo, unwelcome jokes or banter, threats, or derogatory comments.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.

Kelsey Scallon

Kelsey Scallon, Project Manager
kscallon@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Bondurant, IA

BY:_____ **TITLE:**_____
(signature)

PRINTED NAME:_____**DATE ACCEPTED:**_____

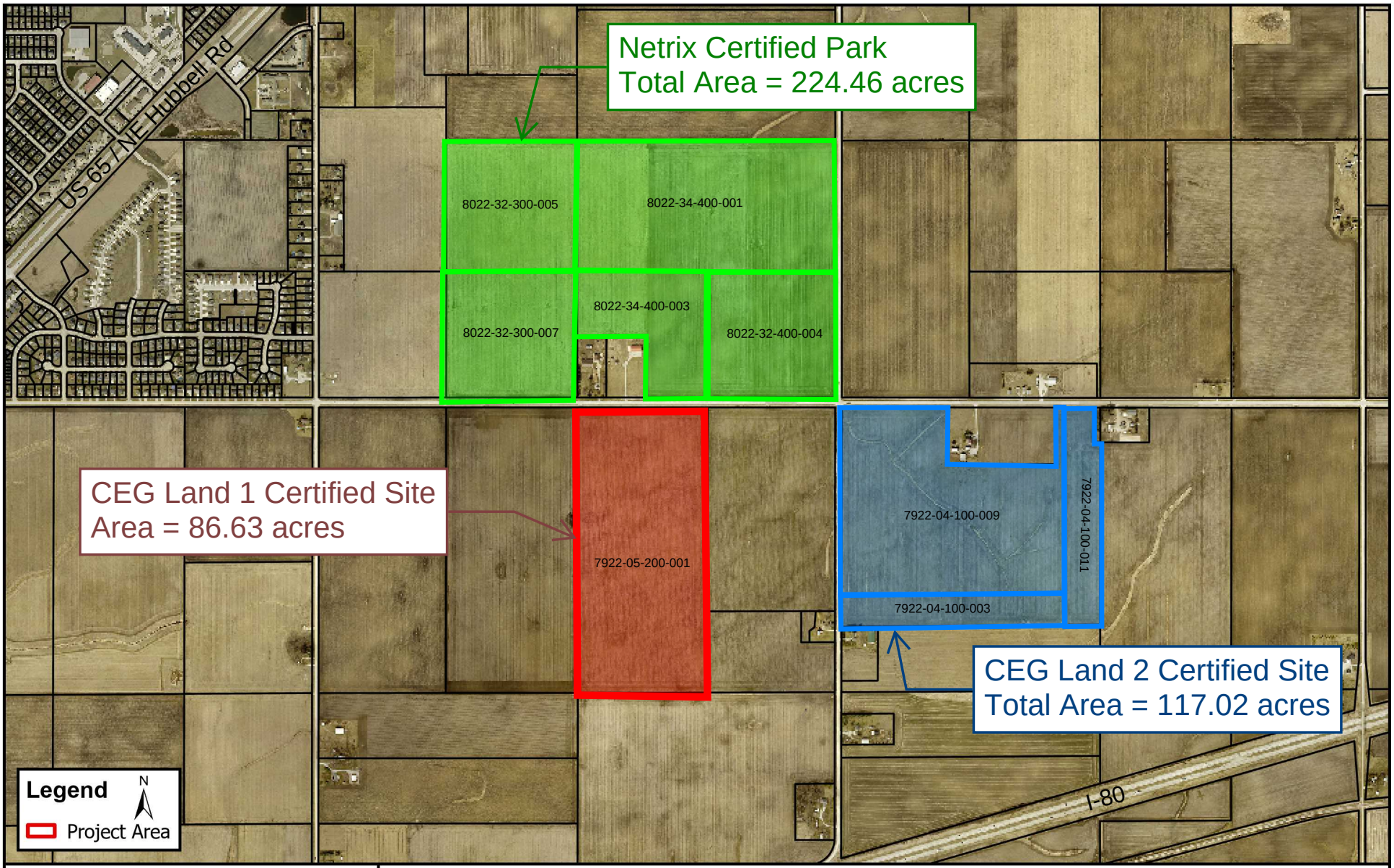


Figure 1: Project Area Location

Bondurant - Certified Site | Bondurant, IA | Project # 2260001450

0 0.25 0.5 Miles

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

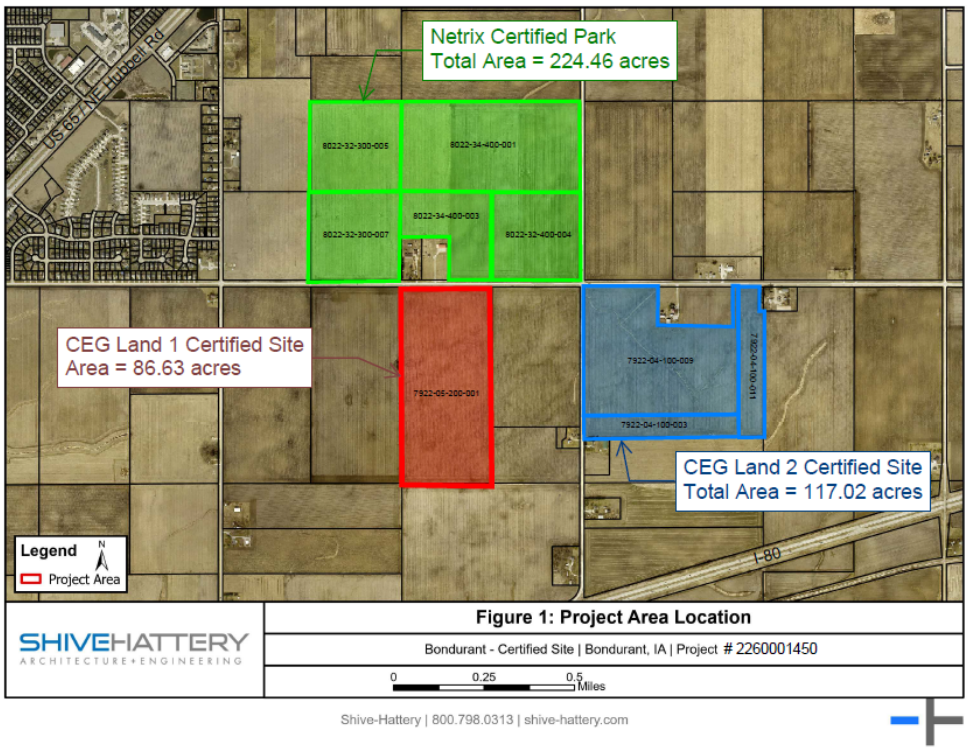
BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.o.
For Meeting of 2/17/2026
Resolution

TITLE: - Resolution approving proposal from Shive-Hattery in the amount of $57,100 for CEG1 Certified Site Application work

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator
Tiffany Luing, Economic Development Coordinator

BRIEF HISTORY & ANALYSIS: Attached is a professional services agreement submitted by Shive-Hattery in the amount of $57,100 for services associated with preparing the CEG1 Certified Site application. The application is due to the Iowa Economic Development Authority in August 2026. The Certified Site area is comprised of the following land:



Under this proposal, Shive-Hattery will guide the City of Bondurant through the full Iowa Economic Development Authority (IEDA) Certified Site process for approximately 87 acres located south of 15th Street SE, with the goal of achieving certification under the 2026 IEDA Certified Site Program.

To accomplish this, Shive will provide a comprehensive package of site due diligence, engineering, environmental, and coordination services designed to meet IEDA's certification requirements.

First, Shive will coordinate and complete the required IEDA questionnaire, working directly with the City and relevant agencies (such as the county, MPO, and IDOT) to gather and compile the necessary third-party information. They will then prepare a full ALTA/NSPS Certified Survey of the site. This includes producing an ALTA survey meeting national standards, incorporating current title commitments, preparing certifications, and delivering a finalized electronic version after review. In addition, Shive will complete a detailed topographic survey of the property and limited adjacent streets, producing an AutoCAD base map showing contours, easements, access points, visible improvements, and located public utilities (including coordination through Iowa One Call).

On the environmental side, Shive (with subconsultants as needed) will perform a Phase I Environmental Site Assessment (ESA). This will include historical research, agency coordination, site reconnaissance, evaluation of potential contamination concerns, and preparation of a report consistent with ASTM 1527-21 standards, including recommendations for further study if warranted.

They will also complete a wetland and Waters of the United States (WOTUS) delineation for the entire site. This involves desktop research, field investigations of soils, vegetation, and hydrology, GPS mapping of any delineated wetlands, and preparation of a formal report suitable for submittal to the U.S. Army Corps of Engineers. Shive will act as the City's authorized agent in seeking an Approved Jurisdictional Determination from the Corps.

In addition, Shive will conduct a Threatened and Endangered Species review. Using the U.S. Fish & Wildlife Service IPaC system and field reconnaissance, they will evaluate potential habitat and prepare a report documenting findings, including a Section 7 determination memo (e.g., no effect or may affect).

Cultural and historic resource compliance will also be addressed. Through a subconsultant, Shive will coordinate a Cultural Resources Identification Survey (CRIS), including archaeological Phase I services, soil testing, reporting, and consultation with the State Historic Preservation Office (SHPO). They will also complete a reconnaissance-level architectural history survey of properties within a quarter-mile

radius to identify any potentially eligible historic resources.

A geotechnical investigation will be performed through a subconsultant, including borings, laboratory testing, a preliminary geotechnical engineering report, and documentation of the site's Seismic Site Class in accordance with the International Building Code.

Shive will prepare transportation exhibits summarizing access to adjacent roadways, identifying potential access restrictions or improvements, and assisting the City in obtaining a letter of intent from the appropriate jurisdiction regarding any required upgrades.

Utility documentation will also be developed. Shive will prepare a base map with contours and parcel boundaries, identify FEMA floodplain information, coordinate with utility providers to obtain mapping and capacity information for water, sewer, storm, gas, and electric, summarize extension requirements, and assist the City with required utility questionnaires.

From a planning and engineering standpoint, Shive will prepare preliminary civil engineering and schematic site design drawings meeting certification guidelines. This includes conceptual site layout, parking and circulation, building placement, rough grading and detention concepts, and utility routing. They will conduct review meetings with the City and incorporate one round of revisions to produce final preliminary plans for certification use.

Finally, Shive will manage and coordinate the overall site certification submittal process. This includes creating a consistent document format, packaging and uploading required materials to IEDA's file-sharing platform, participating in monthly coordination calls with IEDA and its consultant, and responding to up to two rounds of review comments and resubmittals.

In summary, Shive-Hattery's role is to assemble, produce, and coordinate all technical studies, mapping, engineering concepts, environmental reviews, and agency documentation necessary to position the City's 87-acre property for successful IEDA Certified Site designation, while serving as the City's primary technical lead throughout the certification process.

FUNDING SOURCE: General Fund - recouped with TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 260217-56
2. Bondurant Certified Site Shive-Hattery Proposal for CEG Land

CITY OF BONDURANT
RESOLUTION NO. 240217-56

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH SHIVE-HATTERY IN THE AMOUNT OF $57,100 FOR SITE CERTIFICATION SERVICES FOR THE CEG1 CERTIFIED SITE PROJECT

WHEREAS the City of Bondurant recognizes the importance of the Iowa Economic Development Authority's Certified Site Program; AND

WHEREAS the City of Bondurant has identified approximately 87 acres located south of 15th Street SE for participation in the 2026 Iowa Economic Development Authority (IEDA) Certified Site Program; and

WHEREAS the City desires to obtain Certified Site designation to enhance economic development opportunities and market readiness of the property; and

WHEREAS Shive-Hattery, Inc. has submitted a Professional Services Agreement dated February 12, 2026, to provide surveying, engineering, environmental review, geotechnical investigation, transportation and utility exhibits, schematic design, and overall coordination services necessary to complete the IEDA Certified Site process; and

WHEREAS the total proposed fee for these services is Fifty-Seven Thousand One Hundred Dollars ($57,100), with expenses included in the fixed fee; and

WHEREAS the City Council finds that the proposal is in the best interest of the City and necessary to advance the certification and development readiness of the site.

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

1. The Professional Services Agreement with Shive-Hattery, Inc., dated February 12, 2026, for the Bondurant – 2026 Certified Site (CEG Land 1 Certified Site) project is hereby approved and adopted, pending review of legal counsel.
2. The total compensation for services shall not exceed $57,100, as outlined in the Agreement.
3. The Mayor and/or City Administrator are hereby authorized and directed to execute the Agreement and any related documents necessary to carry out the intent of this Resolution.
4. The City Administrator is further authorized to coordinate with Shive-Hattery, Inc. and the Iowa Economic Development Authority to complete all required submittals and processes associated with the 2026 Certified Site Program.

Passed this 17th 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				

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

PROFESSIONAL SERVICES AGREEMENT

ATTN: Marketa Oliver
CLIENT: City of Bondurant, IA
200 Second Street NE
PO Box 37
Bondurant, IA 50035-0037

PROJECT: Bondurant - 2026 Certified Site (CEG Land 1 Certified Site)

PROJECT LOCATION: Bondurant, IA

DATE OF AGREEMENT: February 12, 2026

PROJECT DESCRIPTION

Assist the City of Bondurant through the Certified Site process with the Iowa Economic Development Authority (IEDA) for certification of approximately 87 acres located south of 15th St SE. The project is anticipated to follow the 2026 IEDA Certified Site Program guidelines and be certified as a site.

SCOPE OF SERVICES

We will provide the following services for the project:

Site Due Diligence Investigations including Land Surveying, Civil Engineering, and Environmental Services

These services will consist of the tasks listed below. When necessary, the Consultant will obtain the services of qualified subconsultants to complete or assist with the tasks.

1. **Attachment #1 – Questionnaire**
    a. Shive-Hattery will coordinate with the City and other agencies (county, MPO, IDOT, etc) to obtain necessary information and fill out the questionnaire with third-party input.

2. **Attachments #8 & 13 – ALTA/NSPS Certified Survey**
    a. Prepare an ALTA/ACSM survey for the approximately 87-acre property area based on criteria in accordance with the "Minimum Standard Detail Requirements for ALTA/ ACSM Land Title Surveys" as adopted by the American Land Title Association and the National Society of Professional Surveyors copyright 2021.
        i. ALTA survey to include items 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b), 7(c), 8, 9, 11(a), 13, 14, 16, 17, and 18, from Table "A".
        ii. This drawing will be prepared utilizing current title commitments provided by the Owner/Client.
    b. Prepare a certification with specific survey notes, as provided by Client.
    c. Submit a final review copy of the survey for the client and other parties to review.
    d. Finalize ALTA/NSPS Survey and provide certified electronic copy incorporating review comments received.
    e. Complete a site topographic design survey of the property referenced above and limited portions of adjacent streets. The site survey will create a single electronic AutoCAD base drawing showing existing topographic information and site features as follows:
        i. Show recorded or otherwise known easements and right-of-way and identify

owners based on information contained in the title opinion provided by the Owner/Developer with all referenced documents included. We have not included courthouse research in our current scope.

ii. Contours at one-foot intervals; error shall not exceed one-half contour interval. Surface verified Lidar or drone technologies will be used to supplement field survey data. Additional detailed topographic survey data may be required as part of future site design services.

iii. Show and describe substantial visual improvements (in addition to buildings) such as fences, walls, concrete slabs, gravel drives, culverts, etc.

iv. Indicate access to a public way such as driveways, and access to and from other adjoining properties.

v. Location of public and private utilities (representative examples of which are shown below) existing on or serving the surveyed property from observed evidence together with evidence from plans obtained from utility companies or provided by the client, and markings by utility companies and other appropriate sources (with reference as to the source of information). We will complete an Iowa One Call design locate request and will survey all utilities located at the time of our field work.

1. There is potential that public utilities will not be fully located and may require additional site visits which may require additional fees. We are not anticipating any private utilities on this site other than field tile. We have not included any private utility location services or potholing to locate field tile in our current scope of services.

vi. Manholes, catch basins, valve vaults, yard hydrants, or other surface indications of subterranean uses; location, size and depths where information is readily available.

vii. Wires and cables (including their function, if readily identifiable), crossing the surveyed premises, all poles on or within ten feet of the survey limits.

viii. Utility company installations on the surveyed premises.

3. **Attachment #9 – Phase 1 Environmental Site Assessment (ESA) (Subconsultant)**
   a. Conduct a background review of the site's history, contacts with the city, county, state and federal environmental offices, evaluation of available aerial photography, and interviews with former and current site owners/operators as made available.
   b. Perform a visual evaluation of the site and adjacent properties for evidence of releases or threats of releases of hazardous substances, fuels, and other environmental concerns.
   c. Review of the regional geology and hydrogeology of the site vicinity, including records of groundwater contamination. Also, review readily available reports of compliance violations and/or contaminant discharges in the site vicinity, and the proximity of the site to known environmental conditions or problems.
   d. Provide a report in general conformance with the scope of limitations of American Society of Testing and Materials (ASTM) Standard 1527-21 summarizing the activities performed, findings of the evaluation, and recommending additional Phase II or limited site investigation (LSI) activity, if appropriate.

4. **Attachment #10 – Wetland Delineation and Report**
   a. Provide a wetland and WOTUS delineation for the entire approximately 87-acre site. The delineation will use mandatory technical criteria, field indicators, and other sources of information to evaluate whether the project area has jurisdictional wetlands or WOTUS. The delineation will be performed by an experienced environmental scientist or engineer. If wetlands or WOTUS are present, the upper boundaries within the project area will be identified and mapped as further defined below.

i. The delineation will identify where the upper boundaries of wetlands and WOTUS are located. Documentation of vegetation communities, hydrology, and soils will be performed as outlined by the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual and Midwest Region (2010) Supplement.
ii. Assemble and review available public information including United States Geological Survey (USGS) topo maps, National Wetlands Inventory (NWI) maps, United States Department of Agriculture (USDA) Soil Survey maps, and aerial photographs as a preliminary desktop review prior to field work.
iii. Perform an on-site visit to gather data pertaining to hydrophytic vegetation, wetland hydrology, and hydric soils. The following will be performed at each data point location within suspected wetland areas on site:
    1. Assess vegetation stratum (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by genus and species.
    2. Evaluate soil for hydric indicators by digging soil samples.
    3. Observe the presence of wetland hydrology indicators.
iv. Utilize a hand-held GPS unit (sub-meter accuracy) to map the boundaries of all delineated wetlands within the project area.
v. Prepare maps that show the delineated wetland and WOTUS area(s).
vi. Submit a Wetland and Waters of the United States Delineation Report to the client that can be used for submittal to the USACE. This report will include, but is not limited to sample locations, data forms, site photos, maps of the wetland area(s), and explanation of the results of the investigation.
vii. The scope of this proposal includes one site visit to conduct a baseline delineation. The fee in this proposal doesn't include additional meetings or data collection/evaluation that may be requested by the USACE. If the USACE requests additional information, we will provide additional scope for your approval prior to conducting the work.

b. Submit the Wetland Delineation to the U.S. Army Corps of Engineers to request an Approved Jurisdictional Determination.
    i. A Request for Corps Jurisdictional Determination package will be prepared and submitted to the Rock Island District Corps of Engineers. This request will be utilized to obtain the official Corps determination that jurisdictional waters of the United States are either present or absent on the project property.
    ii. Shive-Hattery will act as the Authorized Agent throughout the determination request process. During this process, Shive-Hattery staff will respond to inquiries from the Rock Island District Corps of Engineers.

* The fees in this proposal do not include additional meetings or data collection/evaluation that may be required by the USACE. Fees do not include preparing a Wetland Mitigation Plan or other services that may be required if wetland or WOTUS impacts are proposed. Additional services will be necessary if compensatory mitigation is required for impacts to jurisdictional waterbodies or wetlands. Our specific involvement in these phases of the project is not known at this time. If necessary, budget estimates for additional services will be provided if our assistance is required as the project scope evolves.

* Wetland Growing Season Explanation: According to the Midwest Supplement, the end of the growing season occurs when woody deciduous species lose their leaves and/or the last herbaceous plants cease flowering, and their leaves become dry or brown. The growing season generally begins when two or more different non-evergreen vascular plant species growing in a wetland or surrounding area emerge from the ground, show new growth, bud, or flower. For better classification, the wetland delineation should be

performed when vegetation is actively growing (generally April-October). If the wetland delineation will be performed outside of the growing season, surveying and classification of identified wetlands will be based on existing conditions and are subject to change. A follow-up visit may be necessary in the vegetative growing season to confirm plant species. Please note that the wetland delineation cannot be performed when the ground is covered in snow or when frozen ground conditions exist.

5. **Attachment #11 – Threatened and Endangered Species Review**
    a. Use the U.S. Fish & Wildlife Service (USFWS) IPaC service to obtain the official species list for the project area.
    b. Evaluate the project area based on the IPaC species list to identify potential bat, other listed threatened and endangered species, and migratory bird habitat in the project area.
    c. Conduct a web search for all pertinent information regarding the listed species and their potential for habitat within the proposed project area.
    d. Environmental staff will complete a site visit to identify potential habitat for listed species within the project area. Locations of potential habitat will be recorded with a handheld GPS receiver.
    e. A report documenting the findings and all pertinent information identified during the research period will be provided. The report will include a Section 7 Memo documenting its finding of no effect, may affect but not adversely, or will adversely affect.

6. **Attachment #12 – Cultural Resources Identification Survey (CRIS) & Architecture History Survey (Subconsultant)**
    a. Complete a Cultural Resources Identification Survey including:
        i. Obtain Archaeological Phase 1 services for the project property to provide surface and subsurface archeological survey coverage sufficient to meet the site certification guidelines of the Iowa State Historic Preservation Office, IEDA, and the Association of Iowa Archaeologists. These services will be completed by a subconsultant.
        ii. Perform a field investigation to confirm extent of disturbance, survey areas of intact soils and to record and previously unrecorded historic resources. Provide soil cores and shovel tests as required.
        iii. Prepare and submit a formal report with findings and recommendations and facilitate any needed consultation with SHPO.
        iv. Review historic architecture records of previously inventoried properties, NRHP listings, and other historic sources to identify and develop historic contexts for built resources in the survey area and identify any properties that appear eligible for NRHP listing.
        v. Additional services may be required depending on site findings and SHPO's request for additional investigation work beyond the initial Phase 1 investigation scope of services.
    b. Complete an architectural history survey including:
        i. Examination of existing above-ground resources that lie within a quarter mile radius of the project area. Following the SHPO's requirements, reconnaissance-level architectural history survey will be completed for farmsteads and buildings/structures that are older than 45 years located within the quarter-mile buffer. This survey will be completed from public rights-of-way.
        ii. The primary intent of this study will be to assess whether potential historic properties are present in the vicinity that could be adversely affected by the proposed project. Properties will be field documented, photographed and evaluated at a reconnaissance level. Site Inventory Forms will be prepared for properties that are 45 years or older.

7. **Attachment #14 – Geotechnical Investigation and Report (Subconsultant)**
    a. Complete preliminary geotechnical field work, laboratory testing, and preliminary geotechnical engineering report sufficient to meet site certification guidelines.
        i. Field coordination, utility locates (public utilities) and staking.
        ii. Complete four (4) borings at depths extending to about 25 feet below existing grades.
        iii. Complete one Seismic Refractory Survey and testing to satisfy Seismic Site Class requirements.
        iv. Laboratory testing (e.g., water content, and Atterberg limit tests).
        v. Preparation of preliminary geotechnical engineering report.
    b. Provide a letter indicating Seismic Site Class per current International Building Code.

8. **Attachments #21-22 – Transportation Exhibits**
    a. Research and summarize available vehicular access points to adjacent public roadways including documenting any potential access restrictions or upgrades that may be required by local jurisdictions using assumed roadway and right-of-way sections.
    b. If applicable, prepare a high-level concept of anticipated public roadway improvements and identify potential right-of-way acquisition needs based on information provided by local jurisdictions.
    c. Assist with obtaining a letter of intent from the local jurisdiction regarding any transportation upgrades required for site certification.

9. **Attachments #27-28, 30-31, 33-34, 37-38, & 41-42 – Utility Exhibits & Questionnaires**
    a. Prepare a base map of the proposed certification area totaling approximately 87 acres utilizing available surface LIDAR or other source data to provide surface contours at one-foot intervals.
    b. Research existing parcel and plat information for the sites and show approximate property parcel boundaries on base mapping. We have not included county recorder research and will utilize current title opinions and readily available data from online sources or information provided by Client.
    c. Obtain available FEMA flood map data and other flood plain mapping available for the site and show any limits on base map.
    d. Request from utility providers available utility mapping near the sites including locations and sizes of the following utilities: water, sanitary sewer, storm sewer, gas, and electric.
        i. As required, set up and attend a conference call with the Client and utility providers to discuss utility services near the site and ability to provide service to the proposed development.
    e. Summarize utility providers service information and document any utility extension requirements that may be required to serve the site.
    f. Assist Client with completion of required utility questionnaires.

10. **Attachment #44 – Civil Engineering / Schematic Design**
    a. Conduct an initial review meeting with the Client to discuss proposed project and determine critical needs and desires for the site.
    b. Prepare preliminary design plans meeting site certification guidelines to include:
        i. Site layout/geometry, parking/drives/sidewalks, and building placement.
        ii. Overall site rough grading concept and detention pond layout.
        iii. Utility routing concept.

c. Participate in a second review meeting with the Client to review preliminary design plans.
d. Update plans one (1) time based on review comments and utilize the final preliminary design drawings for use in site certification.

11. Site Certification Submittals and Coordination

a. Create an overall, consistent document format for the site certification submittal. Coordinate format with companion documents being prepared by other consultants and the Client.
b. Provide coordination of revisions and comments from the site certification process.
c. Participate in monthly coordination calls with IEDA and their site certification consultant.
d. Coordinate and package site certification submittals according to IEDA guideline requirements. Upload documentation as required to the IEDA file share platform.
e. Respond to two rounds of IEDA review comments and questions and provide two resubmittals of requested documents.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Provide Shive-Hattery personnel unlimited access to the site as required.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- Schedule to be determined by the IEDA Certified Sites approval process with the intent for initial Notification to Pursue submittal in May of 2026 with formal Certification Application submittal in August 2026.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
ALTA/NSPS Certified Survey	Fixed Fee	$9,300	Included	$9,300
Phase 1 Environmental Survey (ESA)	Fixed Fee	$2,900	Included	$2,900
Wetland Delineation and Report	Fixed Fee	$5,800	Included	$5,800
Threatened & Endangered Species Review	Fixed Fee	$2,500	Included	$2,500
CRIS & Architecture History Survey	Fixed Fee	$7,800	Included	$7,800
Geotechnical Investigation	Fixed Fee	$11,200	Included	$11,200
Transportation Exhibits	Fixed Fee	$2,000	Included	$2,000
Utility Exhibits & Questionnaire	Fixed Fee	$2,500	Included	$2,500
Civil Engineering / Schematic Design	Fixed Fee	$4,500	Included	$4,500
Site Certification Submittals & Coordination	Fixed Fee	$8,600	Included	$8,600
TOTAL		$57,100	Included	**$57,100**

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Included - For Fixed Fee Type, expenses have been included in the Fee amount. For Hourly Fee Types, expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.
- Any city submittal or permit fees can be paid for by Shive-Hattery and reimbursed by the Client but are not included in the amounts noted above.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Wetland permitting & mitigation design
2. Other environmental reviews
3. Phase II environmental review and/or remediation
4. Additional archaeological investigations as may be required by SHPO
5. Topographic survey within roadway right-of-ways
6. Site renderings and marketing materials
7. Full site design & construction documents
8. Design of public improvements
9. Property rezoning
10. Property recertification

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery October 2024

PARTIES

"S-H" or “Shive-Hattery” shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., Helix Design Group, a Division of Shive-Hattery, Inc., Shive-Hattery New Jersey, Inc., WSM, a Division of Shive-Hattery, Inc., or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys’ fees, experts’ fees, or any other legal costs , in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars ($50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees against all claims, damages, liabilities, losses or costs, including reasonable attorneys’ fees, experts’ fees, or other legal costs to the extent caused by S-H’s negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys’ fees, expert’s fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney’s fees, experts’ fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H’s drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H’s Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation.

In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs , expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy

or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT’s contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H’s services, additional costs and expenses in S-H’s performance of its services, or other effects in S-H’s services, stemming in whole or part from such events and circumstances (collectively, “Excusable Events” or, singularly, an “Excusable Event”): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT’s contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT’s suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT’s contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or

CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state that the project is located.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

HARASSMENT

If either party becomes aware of any form of harassing conduct by the other party's employees, agents, contractors, consultants, vendors, or affiliated companies, the party receiving the harassing conduct will promptly investigate the reported conduct and take appropriate action that may include termination of this Agreement by providing written notice to the other party. Prior to the written notice to terminate, all applicable obligations contained in this Agreement by either party remain in effect. Harassment conduct includes any verbal, physical, and visual or pictorial content that creates an intimidating, offensive, obscene, or hostile working environment, unwanted and unsolicited verbal comments, sexual advances or innuendo, unwelcome jokes or banter, threats, or derogatory comments.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.

Kelsey Scallon

Kelsey Scallon, Project Manager
kscallon@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Bondurant, IA

BY:_____ **TITLE:**_____
(signature)

PRINTED NAME:_____**DATE ACCEPTED:**_____

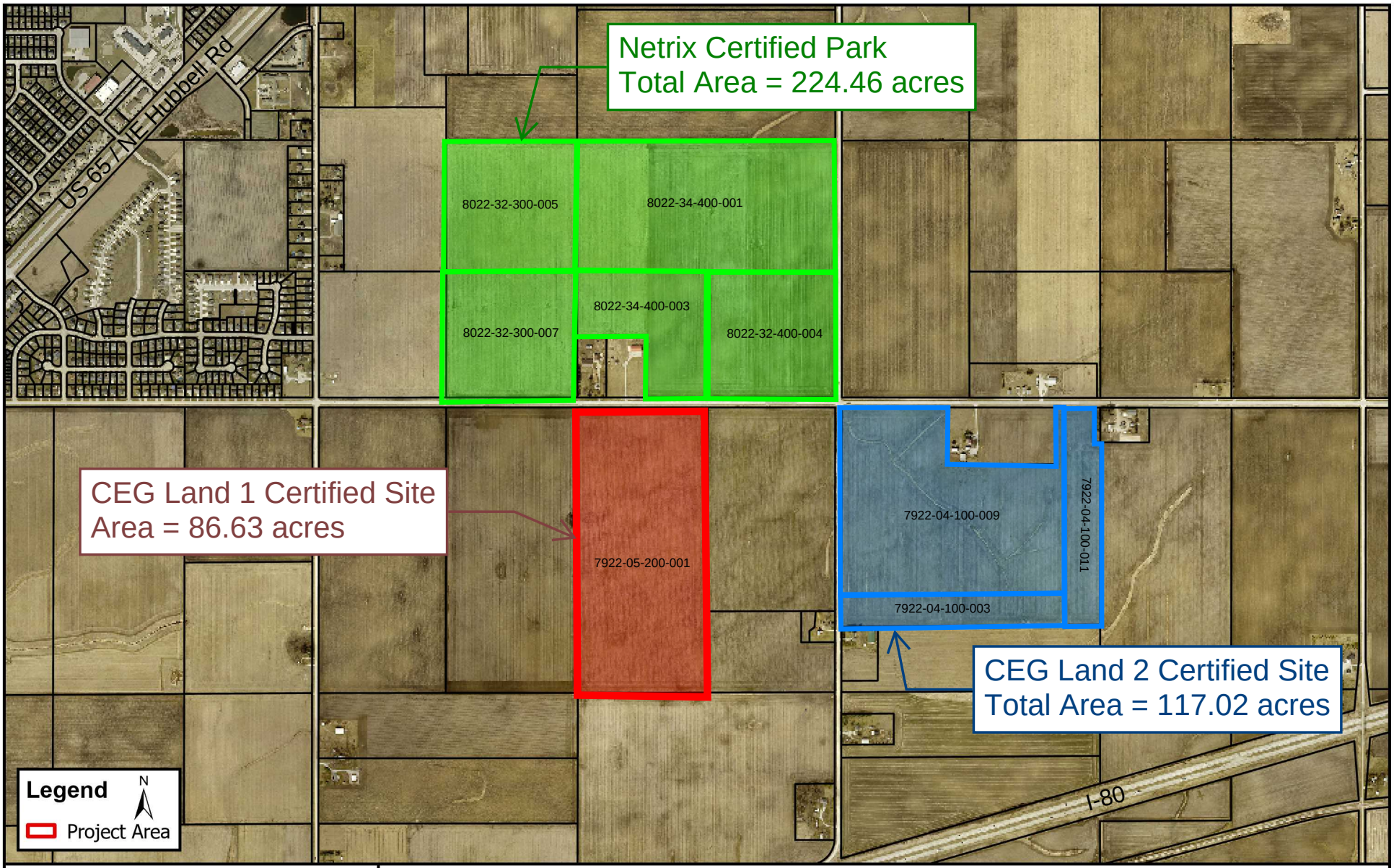


Figure 1: Project Area Location

Bondurant - Certified Site | Bondurant, IA | Project # 2260001450

0 0.25 0.5 Miles

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

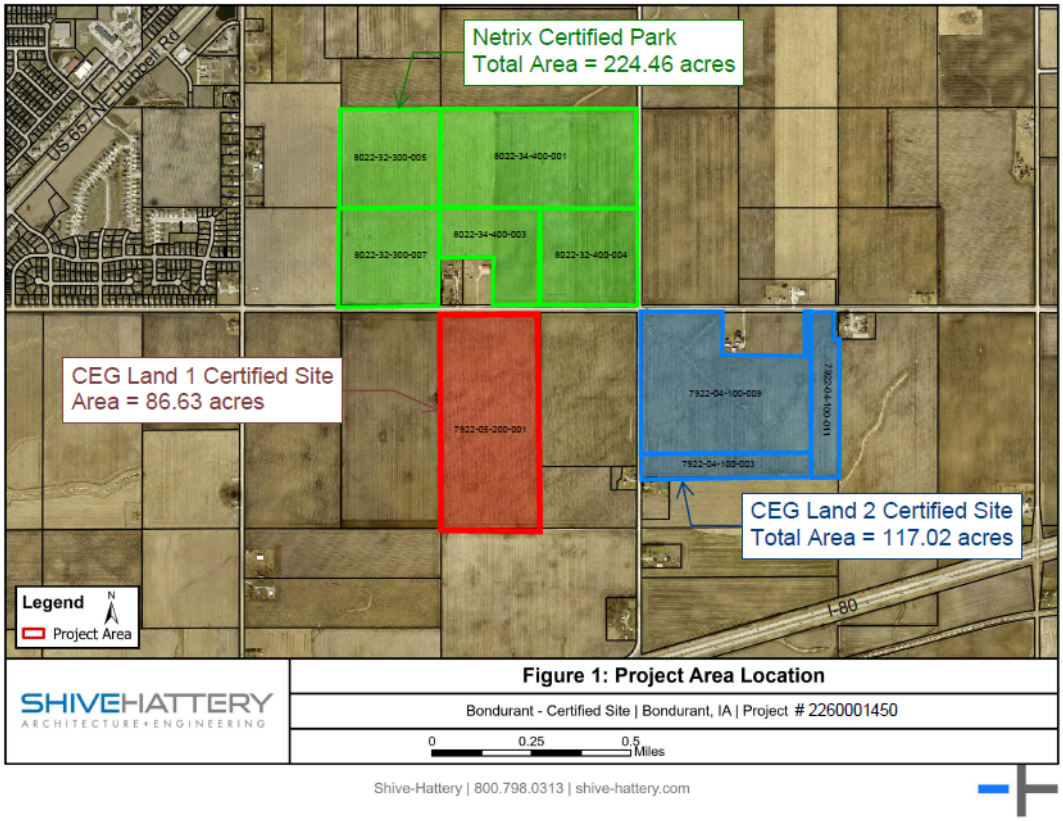
BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.p.
For Meeting of 2/17/2026
Resolution

TITLE: - Resolution approving proposal from Shive-Hattery in the amount of $70,800 for CEG2 Certified Site Application work

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator
Tiffany Luing, Economic Development Coordinator

BRIEF HISTORY & ANALYSIS: Attached is a professional services agreement submitted by Shive-Hattery in the amount of $70,800 for services associated with preparing the CEG2 Certified Site application. The application is due to the Iowa Economic Development Authority in August 2026. The Certified Site area is comprised of the following land:



Under this proposal, Shive-Hattery will guide the City of Bondurant through the full 2026 IEDA Certified Site process for approximately 117 acres located at the southeast corner of 15th Street SE and NE 88th Street, with the goal of achieving official site certification.

Their work begins with overall coordination and documentation. Shive-Hattery will complete the required IEDA questionnaire (Attachment #1) by working directly with the City and coordinating with outside agencies such as the county, MPO, and IDOT to gather third-party information and assemble a complete submittal package.

A major component of the proposal is site due diligence. Shive-Hattery will prepare an ALTA/NSPS Land Title Survey for the full 117-acre property, following 2021 ALTA/NSPS standards and specific Table A items required for certification. hey will also perform a detailed topographic survey, producing an AutoCAD base map with one-foot contours, documented easements and rights-of-way, visible site improvements, access points, and observed utilities. Public utilities will be located through Iowa One Call and field survey efforts, and the final survey will be delivered as a certified electronic copy.

From an environmental standpoint, Shive-Hattery will coordinate and manage several key studies. A Phase I Environmental Site Assessment (ESA) will be completed by a subconsultant to review historical site use, conduct agency research, perform a site reconnaissance, and prepare an ASTM 1527-21–compliant report identifying any

recognized environmental conditions and recommending further study if needed.

They will also complete a wetland and Waters of the United States (WOTUS) delineation across the entire site. This includes desktop research, field investigations of soils, vegetation, and hydrology, GPS mapping of wetland boundaries, preparation of a formal delineation report, and submittal to the U.S. Army Corps of Engineers to request an Approved Jurisdictional Determination. If additional review or mitigation is required by the Corps, those services would be addressed separately.

To address biological and cultural resource requirements, Shive-Hattery will conduct a Threatened and Endangered Species review using the U.S. Fish & Wildlife Service IPaC system and field reconnaissance to evaluate habitat and document findings. They will also coordinate a Cultural Resources Identification Survey (CRIS) and architectural history survey through a subconsultant. This includes archaeological Phase I fieldwork, documentation of any historic resources, preparation of a formal report, and consultation with the State Historic Preservation Office (SHPO) as needed. Geotechnical services will also be provided through a subconsultant. This includes drilling four borings to approximately 25 feet, performing laboratory testing, completing a seismic refractive survey, and preparing a preliminary geotechnical engineering report and Seismic Site Class letter to satisfy International Building Code requirements.

In addition to environmental and subsurface investigations, Shive-Hattery will evaluate transportation and utilities to demonstrate development readiness. They will research and summarize access to adjacent public roadways, identify potential improvements or right-of-way needs, and assist in obtaining letters of intent from local jurisdictions regarding transportation upgrades. For utilities, they will prepare a base map, document parcel boundaries and FEMA floodplain data, coordinate with utility providers to identify water, sanitary sewer, storm sewer, gas, and electric infrastructure, summarize service capacity and extension requirements, and assist the City with required utility questionnaires.

To illustrate development potential, Shive-Hattery will prepare preliminary civil engineering and schematic design plans meeting IEDA site certification guidelines. These will include site layout and building placement, parking and drives, rough grading concepts, detention pond layout, and utility routing concepts. They will conduct review meetings with the City and revise the plans once based on feedback, using the final preliminary drawings for the certification package.

Finally, Shive-Hattery will manage and coordinate the site certification submittal process itself. They will assemble the documentation into a consistent format, coordinate with other consultants and the City, participate in monthly coordination calls with IEDA, upload materials to the IEDA file-sharing platform, and respond to two rounds of IEDA review comments with resubmittals as required.

In summary, Shive-Hattery's role under this proposal is comprehensive: they will lead the technical due diligence, environmental and cultural studies, surveying and mapping, geotechnical investigation, transportation and utility analysis, preliminary site planning, and overall coordination necessary to position the 117-acre site for successful certification through the 2026 IEDA Certified Site Program.

FUNDING SOURCE: General Fund - recouped with TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260217-57
2. Bondurant Certified Site Shive-Hattery Proposal for CEG2 Land

CITY OF BONDURANT
RESOLUTION NO. 240217-57

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH SHIVE-HATTERY IN THE AMOUNT OF $70,800 FOR SITE CERTIFICATION SERVICES FOR THE CEG2 CERTIFIED SITE PROJECT

WHEREAS the City of Bondurant recognizes the importance of the Iowa Economic Development Authority's Certified Site Program; AND

WHEREAS the City of Bondurant desires to pursue certification of approximately 117 acres located at the southeast corner of 15th Street SE and NE 88th Street under the 2026 Iowa Economic Development Authority (IEDA) Certified Site Program; and

WHEREAS the City has received a proposal from Shive-Hattery, Inc., dated February 12, 2026, identified as Project No. 224002086P, to provide professional engineering, surveying, environmental, geotechnical, transportation, utility, and site certification coordination services necessary to complete the IEDA Certified Site process; and

WHEREAS the proposed scope of services includes, but is not limited to, preparation of an ALTA/NSPS Certified Survey, Phase I Environmental Site Assessment, wetland delineation and reporting, threatened and endangered species review, cultural resources identification survey, geotechnical investigation, transportation and utility exhibits, preliminary civil engineering and schematic design, and coordination of all required site certification submittals; and

WHEREAS the total compensation for said services is a fixed fee in the amount of Seventy Thousand Eight Hundred Dollars ($70,800), with expenses included in the fee; and

WHEREAS the City Council finds it to be in the best interest of the City of Bondurant to approve the Professional Services Agreement with Shive-Hattery, Inc. to advance economic development opportunities and position the property for certification and marketing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that:

1. The Professional Services Agreement between the City of Bondurant and Shive-Hattery, Inc., dated February 12, 2026, for the 2026 IEDA Certified Site (CEG Land 2) Project in the amount of $70,800, is hereby approved, pending legal counsel review.
2. The Mayor and/or City Administrator are hereby authorized and directed to execute the Agreement and any related documents necessary to carry out the intent of this Resolution.

3. The City Administrator is authorized to administer the Agreement on behalf of the City and approve minor, non-substantive changes consistent with the approved scope and budget.

Passed this 17th 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				

PROFESSIONAL SERVICES AGREEMENT

ATTN: Marketa Oliver
CLIENT: City of Bondurant, IA
200 Second Street NE
PO Box 37
Bondurant, IA 50035-0037

PROJECT: Bondurant - 2026 Certified Site (CEG Land 1 Certified Site)

PROJECT LOCATION: Bondurant, IA

DATE OF AGREEMENT: February 12, 2026

PROJECT DESCRIPTION

Assist the City of Bondurant through the Certified Site process with the Iowa Economic Development Authority (IEDA) for certification of approximately 117 acres located at the southeast corner of the 15th St SE and NE 88th St intersection. The project is anticipated to follow the 2026 IEDA Certified Site Program guidelines and be certified as a site.

SCOPE OF SERVICES

We will provide the following services for the project:

Site Due Diligence Investigations including Land Surveying, Civil Engineering, and Environmental Services

These services will consist of the tasks listed below. When necessary, the Consultant will obtain the services of qualified subconsultants to complete or assist with the tasks.

1. **Attachment #1 – Questionnaire**
    a. Shive-Hattery will coordinate with the City and other agencies (county, MPO, IDOT, etc) to obtain necessary information and fill out the questionnaire with third-party input.

2. **Attachments #8 & 13 – ALTA/NSPS Certified Survey**
    a. Prepare an ALTA/ACSM survey for the approximately 117-acre property area based on criteria in accordance with the "Minimum Standard Detail Requirements for ALTA/ ACSM Land Title Surveys" as adopted by the American Land Title Association and the National Society of Professional Surveyors copyright 2021.
        i. ALTA survey to include items 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b), 7(c), 8, 9, 11(a), 13, 14, 16, 17, and 18, from Table "A".
        ii. This drawing will be prepared utilizing current title commitments provided by the Owner/Client.
    b. Prepare a certification with specific survey notes, as provided by Client.
    c. Submit a final review copy of the survey for the client and other parties to review.
    d. Finalize ALTA/NSPS Survey and provide certified electronic copy incorporating review comments received.
    e. Complete a site topographic design survey of the property referenced above and limited portions of adjacent streets. The site survey will create a single electronic AutoCAD base drawing showing existing topographic information and site features as follows:

i. Show recorded or otherwise known easements and right-of-way and identify owners based on information contained in the title opinion provided by the Owner/Developer with all referenced documents included. We have not included courthouse research in our current scope.
ii. Contours at one-foot intervals; error shall not exceed one-half contour interval. Surface verified Lidar or drone technologies will be used to supplement field survey data. Additional detailed topographic survey data may be required as part of future site design services.
iii. Show and describe substantial visual improvements (in addition to buildings) such as fences, walls, concrete slabs, gravel drives, culverts, etc.
iv. Indicate access to a public way such as driveways, and access to and from other adjoining properties.
v. Location of public and private utilities (representative examples of which are shown below) existing on or serving the surveyed property from observed evidence together with evidence from plans obtained from utility companies or provided by the client, and markings by utility companies and other appropriate sources (with reference as to the source of information). We will complete an Iowa One Call design locate request and will survey all utilities located at the time of our field work.
    1. There is potential that public utilities will not be fully located and may require additional site visits which may require additional fees. We are not anticipating any private utilities on this site other than field tile. We have not included any private utility location services or potholing to locate field tile in our current scope of services.
vi. Manholes, catch basins, valve vaults, yard hydrants, or other surface indications of subterranean uses; location, size and depths where information is readily available.
vii. Wires and cables (including their function, if readily identifiable), crossing the surveyed premises, all poles on or within ten feet of the survey limits.
viii. Utility company installations on the surveyed premises.

3. **Attachment #9 – Phase 1 Environmental Site Assessment (ESA) (Subconsultant)**
    a. Conduct a background review of the site's history, contacts with the city, county, state and federal environmental offices, evaluation of available aerial photography, and interviews with former and current site owners/operators as made available.
    b. Perform a visual evaluation of the site and adjacent properties for evidence of releases or threats of releases of hazardous substances, fuels, and other environmental concerns.
    c. Review of the regional geology and hydrogeology of the site vicinity, including records of groundwater contamination. Also, review readily available reports of compliance violations and/or contaminant discharges in the site vicinity, and the proximity of the site to known environmental conditions or problems.
    d. Provide a report in general conformance with the scope of limitations of American Society of Testing and Materials (ASTM) Standard 1527-21 summarizing the activities performed, findings of the evaluation, and recommending additional Phase II or limited site investigation (LSI) activity, if appropriate.

4. **Attachment #10 – Wetland Delineation and Report**
    a. Provide a wetland and WOTUS delineation for the entire approximately 117-acre site. The delineation will use mandatory technical criteria, field indicators, and other sources of information to evaluate whether the project area has jurisdictional wetlands or WOTUS. The delineation will be performed by an experienced environmental scientist or engineer. If wetlands or WOTUS are present, the upper boundaries within the project

area will be identified and mapped as further defined below.

i. The delineation will identify where the upper boundaries of wetlands and WOTUS are located. Documentation of vegetation communities, hydrology, and soils will be performed as outlined by the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual and Midwest Region (2010) Supplement.
ii. Assemble and review available public information including United States Geological Survey (USGS) topo maps, National Wetlands Inventory (NWI) maps, United States Department of Agriculture (USDA) Soil Survey maps, and aerial photographs as a preliminary desktop review prior to field work.
iii. Perform an on-site visit to gather data pertaining to hydrophytic vegetation, wetland hydrology, and hydric soils. The following will be performed at each data point location within suspected wetland areas on site:
    1. Assess vegetation stratum (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by genus and species.
    2. Evaluate soil for hydric indicators by digging soil samples.
    3. Observe the presence of wetland hydrology indicators.
iv. Utilize a hand-held GPS unit (sub-meter accuracy) to map the boundaries of all delineated wetlands within the project area.
v. Prepare maps that show the delineated wetland and WOTUS area(s).
vi. Submit a Wetland and Waters of the United States Delineation Report to the client that can be used for submittal to the USACE. This report will include, but is not limited to sample locations, data forms, site photos, maps of the wetland area(s), and explanation of the results of the investigation.
vii. The scope of this proposal includes one site visit to conduct a baseline delineation. The fee in this proposal doesn't include additional meetings or data collection/evaluation that may be requested by the USACE. If the USACE requests additional information, we will provide additional scope for your approval prior to conducting the work.

b. Submit the Wetland Delineation to the U.S. Army Corps of Engineers to request an Approved Jurisdictional Determination.
    i. A Request for Corps Jurisdictional Determination package will be prepared and submitted to the Rock Island District Corps of Engineers. This request will be utilized to obtain the official Corps determination that jurisdictional waters of the United States are either present or absent on the project property.
    ii. Shive-Hattery will act as the Authorized Agent throughout the determination request process. During this process, Shive-Hattery staff will respond to inquiries from the Rock Island District Corps of Engineers.

* The fees in this proposal do not include additional meetings or data collection/evaluation that may be required by the USACE. Fees do not include preparing a Wetland Mitigation Plan or other services that may be required if wetland or WOTUS impacts are proposed. Additional services will be necessary if compensatory mitigation is required for impacts to jurisdictional waterbodies or wetlands. Our specific involvement in these phases of the project is not known at this time. If necessary, budget estimates for additional services will be provided if our assistance is required as the project scope evolves.

* Wetland Growing Season Explanation: According to the Midwest Supplement, the end of the growing season occurs when woody deciduous species lose their leaves and/or the last herbaceous plants cease flowering, and their leaves become dry or brown. The growing season generally begins when two or more different non-evergreen vascular plant species growing in a wetland or surrounding area emerge from the ground, show

new growth, bud, or flower. For better classification, the wetland delineation should be performed when vegetation is actively growing (generally April-October). If the wetland delineation will be performed outside of the growing season, surveying and classification of identified wetlands will be based on existing conditions and are subject to change. A follow-up visit may be necessary in the vegetative growing season to confirm plant species. Please note that the wetland delineation cannot be performed when the ground is covered in snow or when frozen ground conditions exist.

5. **Attachment #11 – Threatened and Endangered Species Review**
    a. Use the U.S. Fish & Wildlife Service (USFWS) IPaC service to obtain the official species list for the project area.
    b. Evaluate the project area based on the IPaC species list to identify potential bat, other listed threatened and endangered species, and migratory bird habitat in the project area.
    c. Conduct a web search for all pertinent information regarding the listed species and their potential for habitat within the proposed project area.
    d. Environmental staff will complete a site visit to identify potential habitat for listed species within the project area. Locations of potential habitat will be recorded with a handheld GPS receiver.
    e. A report documenting the findings and all pertinent information identified during the research period will be provided. The report will include a Section 7 Memo documenting its finding of no effect, may affect but not adversely, or will adversely affect.

6. **Attachment #12 – Cultural Resources Identification Survey (CRIS) & Architecture History Survey (Subconsultant)**
    a. Complete a Cultural Resources Identification Survey including:
        i. Obtain Archaeological Phase 1 services for the project property to provide surface and subsurface archeological survey coverage sufficient to meet the site certification guidelines of the Iowa State Historic Preservation Office, IEDA, and the Association of Iowa Archaeologists. These services will be completed by a subconsultant.
        ii. Perform a field investigation to confirm extent of disturbance, survey areas of intact soils and to record and previously unrecorded historic resources. Provide soil cores and shovel tests as required.
        iii. Prepare and submit a formal report with findings and recommendations and facilitate any needed consultation with SHPO.
        iv. Review historic architecture records of previously inventoried properties, NRHP listings, and other historic sources to identify and develop historic contexts for built resources in the survey area and identify any properties that appear eligible for NRHP listing.
        v. Additional services may be required depending on site findings and SHPO's request for additional investigation work beyond the initial Phase 1 investigation scope of services.
    b. Complete an architectural history survey including:
        i. Examination of existing above-ground resources that lie within a quarter mile radius of the project area. Following the SHPO's requirements, reconnaissance-level architectural history survey will be completed for farmsteads and buildings/structures that are older than 45 years located within the quarter-mile buffer. This survey will be completed from public rights-of-way.
        ii. The primary intent of this study will be to assess whether potential historic properties are present in the vicinity that could be adversely affected by the proposed project. Properties will be field documented, photographed and evaluated at a reconnaissance level. Site Inventory Forms will be prepared for

properties that are 45 years or older.

7. **Attachment #14 – Geotechnical Investigation and Report (Subconsultant)**
    a. Complete preliminary geotechnical field work, laboratory testing, and preliminary geotechnical engineering report sufficient to meet site certification guidelines.
        i. Field coordination, utility locates (public utilities) and staking.
        ii. Complete four (4) borings at depths extending to about 25 feet below existing grades.
        iii. Complete one Seismic Refractory Survey and testing to satisfy Seismic Site Class requirements.
        iv. Laboratory testing (e.g., water content, and Atterberg limit tests).
        v. Preparation of preliminary geotechnical engineering report.
    b. Provide a letter indicating Seismic Site Class per current International Building Code.

8. **Attachments #21-22 – Transportation Exhibits**
    a. Research and summarize available vehicular access points to adjacent public roadways including documenting any potential access restrictions or upgrades that may be required by local jurisdictions using assumed roadway and right-of-way sections.
    b. If applicable, prepare a high-level concept of anticipated public roadway improvements and identify potential right-of-way acquisition needs based on information provided by local jurisdictions.
    c. Assist with obtaining a letter of intent from the local jurisdiction regarding any transportation upgrades required for site certification.

9. **Attachments #27-28, 30-31, 33-34, 37-38, & 41-42 – Utility Exhibits & Questionnaires**
    a. Prepare a base map of the proposed certification area totaling approximately 117 acres utilizing available surface LIDAR or other source data to provide surface contours at one-foot intervals.
    b. Research existing parcel and plat information for the sites and show approximate property parcel boundaries on base mapping. We have not included county recorder research and will utilize current title opinions and readily available data from online sources or information provided by Client.
    c. Obtain available FEMA flood map data and other flood plain mapping available for the site and show any limits on base map.
    d. Request from utility providers available utility mapping near the sites including locations and sizes of the following utilities: water, sanitary sewer, storm sewer, gas, and electric.
        i. As required, set up and attend a conference call with the Client and utility providers to discuss utility services near the site and ability to provide service to the proposed development.
    e. Summarize utility providers service information and document any utility extension requirements that may be required to serve the site.
    f. Assist Client with completion of required utility questionnaires.

10. **Attachment #44 – Civil Engineering / Schematic Design**
    a. Conduct an initial review meeting with the Client to discuss proposed project and determine critical needs and desires for the site.
    b. Prepare preliminary design plans meeting site certification guidelines to include:
        i. Site layout/geometry, parking/drives/sidewalks, and building placement.
        ii. Overall site rough grading concept and detention pond layout.

iii. Utility routing concept.

c. Participate in a second review meeting with the Client to review preliminary design plans.
d. Update plans one (1) time based on review comments and utilize the final preliminary design drawings for use in site certification.

11. Site Certification Submittals and Coordination

a. Create an overall, consistent document format for the site certification submittal. Coordinate format with companion documents being prepared by other consultants and the Client.
b. Provide coordination of revisions and comments from the site certification process.
c. Participate in monthly coordination calls with IEDA and their site certification consultant.
d. Coordinate and package site certification submittals according to IEDA guideline requirements. Upload documentation as required to the IEDA file share platform.
e. Respond to two rounds of IEDA review comments and questions and provide two resubmittals of requested documents.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Provide Shive-Hattery personnel unlimited access to the site as required.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- Schedule to be determined by the IEDA Certified Sites approval process with the intent for initial Notification to Pursue submittal in May of 2026 with formal Certification Application submittal in August 2026.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
ALTA/NSPS Certified Survey	Fixed Fee	$11,400	Included	$11,400
Phase 1 Environmental Survey (ESA)	Fixed Fee	$2,900	Included	$2,900
Wetland Delineation and Report	Fixed Fee	$8,300	Included	$8,300
Threatened & Endangered Species Review	Fixed Fee	$2,800	Included	$2,800
CRIS & Architecture History Survey	Fixed Fee	$16,100	Included	$16,100
Geotechnical Investigation	Fixed Fee	$11,200	Included	$11,200
Transportation Exhibits	Fixed Fee	$2,000	Included	$2,000
Utility Exhibits & Questionnaire	Fixed Fee	$2,500	Included	$2,500
Civil Engineering / Schematic Design	Fixed Fee	$4,500	Included	$4,500
Site Certification Submittals & Coordination	Fixed Fee	$9,100	Included	$9,100
TOTAL		$70,800	Included	**$70,800**

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Included - For Fixed Fee Type, expenses have been included in the Fee amount. For Hourly Fee Types, expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.
- Any city submittal or permit fees can be paid for by Shive-Hattery and reimbursed by the Client but are not included in the amounts noted above.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Wetland permitting & mitigation design
2. Other environmental reviews
3. Phase II environmental review and/or remediation
4. Additional archaeological investigations as may be required by SHPO
5. Topographic survey within roadway right-of-ways
6. Site renderings and marketing materials
7. Full site design & construction documents
8. Design of public improvements
9. Property rezoning
10. Property recertification

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery October 2024

PARTIES

"S-H" or “Shive-Hattery” shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., Helix Design Group, a Division of Shive-Hattery, Inc., Shive-Hattery New Jersey, Inc., WSM, a Division of Shive-Hattery, Inc., or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys’ fees, experts’ fees, or any other legal costs , in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars ($50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees against all claims, damages, liabilities, losses or costs, including reasonable attorneys’ fees, experts’ fees, or other legal costs to the extent caused by S-H’s negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys’ fees, expert’s fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney’s fees, experts’ fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H’s drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H’s Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation.

In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs , expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy

or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT’s contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H’s services, additional costs and expenses in S-H’s performance of its services, or other effects in S-H’s services, stemming in whole or part from such events and circumstances (collectively, “Excusable Events” or, singularly, an “Excusable Event”): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT’s contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT’s suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT’s contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or

CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state that the project is located.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

HARASSMENT

If either party becomes aware of any form of harassing conduct by the other party's employees, agents, contractors, consultants, vendors, or affiliated companies, the party receiving the harassing conduct will promptly investigate the reported conduct and take appropriate action that may include termination of this Agreement by providing written notice to the other party. Prior to the written notice to terminate, all applicable obligations contained in this Agreement by either party remain in effect. Harassment conduct includes any verbal, physical, and visual or pictorial content that creates an intimidating, offensive, obscene, or hostile working environment, unwanted and unsolicited verbal comments, sexual advances or innuendo, unwelcome jokes or banter, threats, or derogatory comments.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.

Kelsey Scallon

Kelsey Scallon, Project Manager
kscallon@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Bondurant, IA

BY:_____ **TITLE:**_____
(signature)

PRINTED NAME:_____**DATE ACCEPTED:**_____

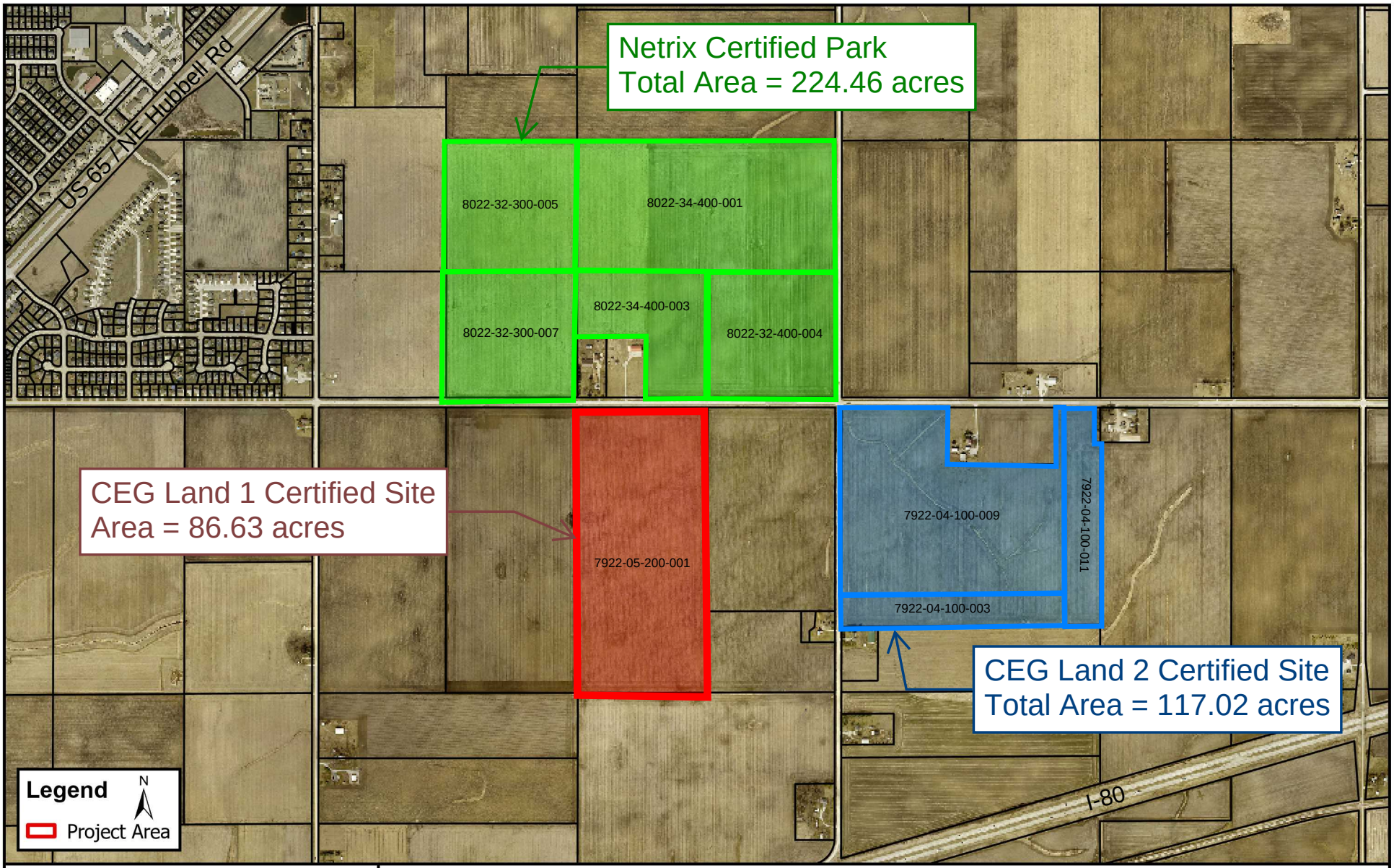


Figure 1: Project Area Location

Bondurant - Certified Site | Bondurant, IA | Project # 2260001450

0 0.25 0.5 Miles

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.q.
For Meeting of 2/17/2026
Resolution

TITLE: - Resolution approving pay request no. 4 to Core Construction for The Station Project in the amount of $258,184.12

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff would the attached resolution to approve pay app #4 in the amount of $258,184.12 related to the Station Project.

Work continues to progress on the renovation project. Most of the new interior framing is completed and the electrical and plumbing rough-in work is ongoing. The floor in the old apparatus bays has been leveled in preparation for the new flooring that will be installed in the open space of the Station. Work continues to progress on the exterior on the building, as the footings for the east side new entrance vestibule and awning have been poured and the steel structure has been installed.

This pay application has been reviewed by city staff for accuracy and is for work completed through January 31st, 2026.

FUNDING SOURCE: LWCF Grant/Bond Funds/LOSST

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260217-58
2. Pay Request No. 4

CITY OF BONDURANT
RESOLUTION NO. XXXXXX-XXX

RESOLUTION APPROVING PAY APPLICATION #4 TO CORE CONSTRUCTION SERIVCES LLC FOR THE BONDURANT PARKS & RECREATION EVENT CENTER FACILITY RENOVATION (THE STATION) PROJECT IN THE AMOUNT OF $258,184.12

WHEREAS, the City of Bondurant entered into a contract with Core Construction Services, LLC for *The Station – Parks & Recreation Event Center Facility Renovation Project*; and

WHEREAS, the Contractor has submitted Pay Request No. 4, dated February 4, 2026, for work completed through January 31st ,2026; and

WHEREAS, the Architect has reviewed the application and certified the amount of $258,184.12 is due and payable in accordance with the Contract Documents; and

WHEREAS City staff recommends approval of Pay Request No. 4 as submitted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that Pay Request No. 4 to Core Construction Services, LLC, in the amount of Two-Hundred Fifty-Eight Thousand One Hundred Eighty-Four Dollars and Twelve Cents ($258,184.12) is hereby approved for payment.

Passed this 17th 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 (G702)

TO:	City of Bondurant 200 2nd Street NE Bondurant, IA 50035 ATTN:	PROJECT:	Bondurant Parks & Recreation Event Center Facility Renovation 101 Grant Street North Bondurant , IA 50035 CM:	Application No: 04 App. Date: 1/25/26	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☒ OTHER
FROM:	Core Construction Services, LLC 3093 NW Prairie Lane Des Moines, IA 50313	VIA ARCHITECT:	Email	Period To: 1/31/26 Project #: Contract Date: 8/25/25	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below in connection with the **Contract Continuation Sheet, Document G703**, is attached.

1.	**ORIGINAL CONTACT SUM**			$ 2,843,299.00
2.	**Net change by Change Orders**			$ -
3.	**CONTRACT SUM TO DATE (Line 1 + 2)**			$ 2,843,299.00
4.	**TOTAL COMPLETED & STORED TO DATE** (Column G on G703)			$ 845,267.20
5.	**RETAINAGE:**			
a.	3% % of Completed Work (Column D + E on G703)	$ 21,623.78		
b.	3% % of Stored Material (Column F on G703)	$ 3,734.23		
	Total Retainage (Line 5a + 5b or Total in Column I of G703)			$ 25,358.02
6.	**TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)			$ 819,909.18
7.	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)			$ 561,725.06
8.	**CURRENT PAYMENT DUE**			$ 258,184.12
9.	**BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)			$ 2,023,389.82

Change Order Summary			
		Additions	Deductions
Change Orders approved in previous months by Owner			
TOTAL		$ -	
Approved this Month			
Number	Date Approved		
		$ -	
		$ -	
TOTALS		$ -	$ -
Net change by Change Orders		$ -	$ -

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 Structural Services, LLC

By: _____ Date: 2/4/26

State of: Iowa County of: Polk

Subscribed and sworn to before me this 4th day of Feb, 2026

Notary Public: _____

My Commission expires: 4/14/26

KATHERINE L. OGLE
Commission Number 767580
My Commission Expires
April 14, 2026

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the date comprising the above 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 $258,184.12

(Attach explanation if amount certified differs from the amount applied for.)

By: _____ Date: 2-4-2026

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

CONTINUATION SHEET (G703)

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

APPLICATION NUMBER: **04**
APPLICATION DATE: **1/25/26**
PERIOD TO: **1/31/26**
ARCHITECT'S PROJECT NO:

A		B	C	D	E	F	G	%	H	I
ITEM NO	Division	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
1				-			-		-	-
2				-			-		-	-
3	10000			-			-		-	-
4		Bond	22,109	22,109.00			22,109.00	100.00%	-	1,105.45
5		General Conditions	258,336	82,353.00	33,283.00		115,636.00	44.76%	142,700.00	5,781.80
6	24100			-			-		-	-
7		Building Demo E	3,700	3,700.00			3,700.00	100.00%	-	185.00
8		Building Demo L	31,300	26,300.00			26,300.00	84.03%	5,000.00	1,315.00
9	33000			-			-		-	-
10		Bldg. Concrete GC's	22,370	3,913.00	1,008.00		4,921.00	22.00%	17,449.00	246.05
11		CIP Curb L	2,535	2,535.00			2,535.00	100.00%	-	126.75
12		CIP Curb M	1,229	1,229.00			1,229.00	100.00%	-	61.45
13		Drilled Piers L	2,431	-	2,042.00		2,042.00	84.00%	389.00	102.10
14		Drilled Piers M	1,815	-	1,524.00		1,524.00	83.97%	291.00	76.20
15		Formed Pier L	2,392	2,392.00			2,392.00	100.00%	-	119.60
16		Formed Pier M	1,297	1,297.00			1,297.00	100.00%	-	64.85
17		Iso. Ftg. L	2,531	2,531.00			2,531.00	100.00%	-	126.55
18		Iso. Ftg. M	2,776	2,776.00			2,776.00	100.00%	-	138.80
19		Paving L	24,034	-			-	0.00%	24,034.00	-
20		Paving M	19,168	-			-	0.00%	19,168.00	-
21		Rebar Labor	3,000	2,000.00			2,000.00	66.67%	1,000.00	100.00
22		Rebar Material	4,310	4,310.00			4,310.00	100.00%	-	215.50
23		Site Formed Curb L	6,039	-			-	0.00%	6,039.00	-
24		Site Formed Curb M	5,240	-			-	0.00%	5,240.00	-
25		Site Ftg. L	2,509	-			-	0.00%	2,509.00	-
26		Site Ftg. M	3,790	-			-	0.00%	3,790.00	-
27		Site Wall L	2,468	-	2,468.00		2,468.00	100.00%	-	123.40
28		Site Wall M	1,231	-	1,231.00		1,231.00	100.00%	-	61.55
29		SOG L	3,229	-			-	0.00%	3,229.00	-
30		SOG M	7,387	-			-	0.00%	7,387.00	-
31		Stoops L	2,498	-			-	0.00%	2,498.00	-
32		Stoops M	2,671	-			-	0.00%	2,671.00	-
33		Trench Ftg. L	5,566	5,566.00			5,566.00	100.00%	-	278.30
34		Trench Ftg. M	8,912	8,912.00			8,912.00	100.00%	-	445.60
35		Walks L	18,431	-			-	0.00%	18,431.00	-
36		Walks M	25,570	-			-	0.00%	25,570.00	-
37	42000			-			-		-	-
38		Masonry Labor	9,880	-			-	0.00%	9,880.00	-
39		Masonry Material	4,545	-			-	0.00%	4,545.00	-
40	51200			-			-		-	-
41		Misc Steel Labor	14,000	2,800.00			2,800.00	20.00%	11,200.00	140.00

A		B	C	D	E	F	G	%	H	I
ITEM NO	Division	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
42		Steel Labor	31,000	6,200.00			6,200.00	20.00%	24,800.00	310.00
43		Steel Material	95,000	30,250.00		64,750.00	95,000.00	100.00%	-	4,750.00
44	61000			-			-		-	-
45		Rough Carpentry L	9,826	-	946.00		946.00	9.63%	8,880.00	47.30
46		Rough Carpentry M	6,528	3,000.00	4,586.00		7,586.00	116.21%	(1,058.00)	379.30
47	64100			-			-		-	-
48		Milwork Labor	13,402	-			-	0.00%	13,402.00	-
49		Milwork Material	19,380	-	600.00	10,328.40	10,928.40	56.39%	8,451.60	546.42
50	72500			-			-		-	-
51		Weather Barriers L	1,770	-			-	0.00%	1,770.00	-
52		Weather Barriers M	675	-			-	0.00%	675.00	-
53	74213			-			-		-	-
54		Metal Wall Panels L	11,144	-			-	0.00%	11,144.00	-
55		Metal Wall Panels M	10,485	-			-	0.00%	10,485.00	-
56	74213.23			-			-		-	-
57		Metal Panel Install	9,993	-			-	0.00%	9,993.00	-
58	75400			-			-		-	-
59		Membrane Roof L	3,878	-			-	0.00%	3,878.00	-
60		Membrane Roof M	2,883	-			-	0.00%	2,883.00	-
61	79200			-			-		-	-
62		Joint Sealants L	3,133	-			-	0.00%	3,133.00	-
63		Joint Sealants M	922	-			-	0.00%	922.00	-
64	81100			-			-		-	-
65		Door & HW Labor	4,096	-			-	0.00%	4,096.00	-
66		Door Frame Labor	3,968	-			-	0.00%	3,968.00	-
67		Door Frame Material	17,780	5,181.00	1,444.00	-	6,625.00	37.26%	11,155.00	331.25
68	81416			-			-		-	-
69		Wood Door Material	7,223	-			-	0.00%	7,223.00	-
70	83100			-			-		-	-
71		Access Doors	750	-			-	0.00%	750.00	-
72	83223			-			-		-	-
73		Sliding Glazed I	2,925	-			-	0.00%	2,925.00	-
74		Sliding Glazed M	21,365	-			-	0.00%	21,365.00	-
75	83313			-			-		-	-
76		Coiling Door L	800	-			-	0.00%	800.00	-
77		Coiling Door M	5,300	-			-	0.00%	5,300.00	-
78		Coiling Door SD	500	500.00			500.00	100.00%	-	25.00
79	84313			-			-		-	-
80		Alum Storefront OH	17,719	4,962.00	2,551.00		7,513.00	42.40%	10,206.00	375.65
81		Alum Storefront PM	10,632	3,077.00	1,888.00		4,965.00	46.70%	5,667.00	248.25
82		Distrubution	2,681	-			-	0.00%	2,681.00	-
83		Engineering	13,924	13,924.00			13,924.00	100.00%	-	696.20
84		Equipment	10,771	-			-	0.00%	10,771.00	-
85		Fabrication	21,518	-			-	0.00%	21,518.00	-
86		Layout	5,200	-			-	0.00%	5,200.00	-
87		Moblization	3,544	-			-	0.00%	3,544.00	-
88		Storefront Glass I	894	-			-	0.00%	894.00	-
89		Storefront Install	4,631	-			-	0.00%	4,631.00	-

A		B	C	D	E	F	G	%	H	I
ITEM NO	Division	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
90		Storefront Material	6,042	-			-	0.00%	6,042.00	-
91	84413			-			-		-	-
92		Curtainwall Glass I	7,962	-			-	0.00%	7,962.00	-
93		Curtainwall Install	44,520	-			-	0.00%	44,520.00	-
94		Curtainwall Material	89,798	-			-	0.00%	89,798.00	-
95	87100			-			-		-	-
96		Door HW Material	61,997	-		49,396.00	49,396.00	79.67%	12,601.00	2,469.80
97	88000			-			-		-	-
98		Glazing Install	1,218	-			-	0.00%	1,218.00	-
99		Glazing Material	3,237	-			-	0.00%	3,237.00	-
100	92116			-			-		-	-
101		Gyp Bd Assemb GC's	37,435	7,288.00	17,058.00		24,346.00	65.04%	13,089.00	1,217.30
102		Gyp Ceiling L	3,051	-			-	0.00%	3,051.00	-
103		Gyp Ceiling M	6,520	-	5,698.00		5,698.00	87.39%	822.00	284.90
104		Gyp Int. Wall L	47,461	17,953.00	20,015.80		37,968.80	80.00%	9,492.20	1,898.44
105		Gyp Int. Wall M	59,203	18,266.00	40,937.00		59,203.00	100.00%	-	2,960.15
106	93000			-			-		-	-
107		Tile Labor	6,383	-			-	0.00%	6,383.00	-
108		Tile Material	3,721	-			-	0.00%	3,721.00	-
109	95100			-			-		-	-
110		ACT Labor	6,017	-			-	0.00%	6,017.00	-
111		ACT Material	6,205	-			-	0.00%	6,205.00	-
112		Gyp Bulkhead L	14,821	-			-	0.00%	14,821.00	-
113		Gyp Bulkhead M	11,707	-	8,644.00		8,644.00	73.84%	3,063.00	432.20
114	96500			-			-		-	-
115		Base Labor	1,628	-			-	0.00%	1,628.00	-
116		Base Mateiral	3,899	-			-	0.00%	3,899.00	-
117		LVT Labor	8,716	-			-	0.00%	8,716.00	-
118		LVT Material	25,848	-			-	0.00%	25,848.00	-
119	96813			-			-		-	-
120		Carpet Labor	943	-			-	0.00%	943.00	-
121		Carpet Material	5,420	-			-	0.00%	5,420.00	-
122	98430			-			-		-	-
123		Baffles L	8,012	-			-	0.00%	8,012.00	-
124		Baffles M	16,560	-			-	0.00%	16,560.00	-
125	99000			-			-		-	-
126		Paint Labor	18,880	-			-	0.00%	18,880.00	-
127		Paint Material	10,084	-			-	0.00%	10,084.00	-
128	033500			-			-		-	-
129		Concrete sealer	1,200	-			-	0.00%	1,200.00	-
130		Concrete Topping L	13,000	13,000.00			13,000.00	100.00%	-	650.00
131		Concrete Topping M	29,900	29,900.00			29,900.00	100.00%	-	1,495.00
132	100000			-			-		-	-
133		Specialties Labor	14,184	-			-	0.00%	14,184.00	-
134	101400			-			-		-	-
135		6" Vinyl Labor	300	-			-	0.00%	300.00	-
136		6" Vinyl Material	400	-			-	0.00%	400.00	-
137		8" Vinyl Labor	150	-			-	0.00%	150.00	-

A		B	C	D	E	F	G	%	H	I
ITEM NO	Division	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
138		8" Vinyl Material	100	-			-	0.00%	100.00	-
139		Channel Letter L	4,000	-			-	0.00%	4,000.00	-
140		Channel Letter M	11,800	-			-	0.00%	11,800.00	-
141		Plaque Labor	300	-			-	0.00%	300.00	-
142		Plaque Materials	1,428	-			-	0.00%	1,428.00	-
143		Restroom Sign L	450	-			-	0.00%	450.00	-
144		Restroom Sign M	648	-			-	0.00%	648.00	-
145		Room ID Sign L	1,800	-			-	0.00%	1,800.00	-
146		Room ID Sign M	1,368	-			-	0.00%	1,368.00	-
147	102113			-			-		-	-
148		Toilet Compart M	20,350	-			-	0.00%	20,350.00	-
149	102226			-			-		-	-
150		Operable Part SD	2,800	2,800.00			2,800.00	100.00%	-	140.00
151		Operable Partition L	4,700	-			-	0.00%	4,700.00	-
152		Operable Partition M	33,000	-			-	0.00%	33,000.00	-
153	102600			-			-		-	-
154		Wall and CG M	1,275	-			-	0.00%	1,275.00	-
155	104400			-			-		-	-
156		Fire Extinguishers M	985	-			-	0.00%	985.00	-
157	107316.33			-			-		-	-
158		Film Material	10,988	-			-	0.00%	10,988.00	-
159		Glazed Canopie I	5,687	-			-	0.00%	5,687.00	-
160		Glazed Canopies M	24,637	-			-	0.00%	24,637.00	-
161		Panels Material	34,504	-			-	0.00%	34,504.00	-
162	111810			-			-		-	-
163		Keybox M	975	-			-	0.00%	975.00	-
164	122413			-			-		-	-
165		Roller Shades L	3,586	-			-	0.00%	3,586.00	-
166		Roller Shades M	21,966	-			-	0.00%	21,966.00	-
167	129300			-			-		-	-
168		Bike Racks	2,500	-			-	0.00%	2,500.00	-
169	210000			-			-		-	-
170		Fire Sprinkler L	19,409	-	9,700.00		9,700.00	49.98%	9,709.00	485.00
171		Fire Sprinkler M	16,591	-	8,300.00		8,300.00	50.03%	8,291.00	415.00
172	220000			-			-		-	-
173		Demo Labor	15,034	13,418.00	1,616.00		15,034.00	100.00%	-	751.70
174		Plumbing Labor	74,000	20,400.00	4,500.00		24,900.00	33.65%	49,100.00	1,245.00
175		Plumbing Material	49,800	13,500.00	6,400.00		19,900.00	39.96%	29,900.00	995.00
176		Submittals	39,419	31,339.00	8,080.00		39,419.00	100.00%	-	1,970.95
177	230000			-			-		-	-
178		Controls Labor	18,970	-	3,511.00		3,511.00	18.51%	15,459.00	175.55
179		Controls Material	10,510	-	2,154.00		2,154.00	20.49%	8,356.00	107.70
180		Duct Accessories L	5,766	1,970.00	1,009.00		2,979.00	51.66%	2,787.00	148.95
181		Duct Accessories M	16,297	6,975.00	2,184.00		9,159.00	56.20%	7,138.00	457.95
182		Ductwork Labor	9,532	4,158.00	1,158.00		5,316.00	55.77%	4,216.00	265.80
183		Ductwork Material	22,063	10,384.00	3,018.00		13,402.00	60.74%	8,661.00	670.10
184		Equipment L	7,198	-	3,184.00		3,184.00	44.23%	4,014.00	159.20
185		Equipment M	137,598	-			-	0.00%	137,598.00	-

A		B	C	D	E	F	G	%	H	I
ITEM NO	Division	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
186		Fan,Grill,Louver L	1,948	-			-	0.00%	1,948.00	-
187		Fan,Grill,Louver M	12,584	-			-	0.00%	12,584.00	-
188		Insulation Labor	15,450	-	5,459.00		5,459.00	35.33%	9,991.00	272.95
189		Insulation Material	7,850	-	1,351.00		1,351.00	17.21%	6,499.00	67.55
190		Rental Equipment	9,022	-	3,418.00		3,418.00	37.89%	5,604.00	170.90
191		Shop Drawings	11,659	11,659.00			11,659.00	100.00%	-	582.95
192		TAB Labor	3,400	-			-	0.00%	3,400.00	-
193		TAB Material	900	-			-	0.00%	900.00	-
194	260050			-			-		-	-
195		Common Work L	3,520	-			-	0.00%	3,520.00	-
196		Hangers and Supp L	1,760	-			-	0.00%	1,760.00	-
197		Hangers and Supp M	385	-			-	0.00%	385.00	-
198	260090			-			-		-	-
199		Electrical Demo L	4,290	-			-	0.00%	4,290.00	-
200	260519			-			-		-	-
201		Power L	19,800	-			-	0.00%	19,800.00	-
202		Power M	9,917	-			-	0.00%	9,917.00	-
203	260526			-			-		-	-
204		Grounding L	660	-			-	0.00%	660.00	-
205		Grounding M	545	-			-	0.00%	545.00	-
206	260553			-			-		-	-
207		ID Electrical Sys L	440	-			-	0.00%	440.00	-
208		ID Electrical Sys M	180	-			-	0.00%	180.00	-
209	260533.13			-			-		-	-
210		Raceway L	41,800	-			-	0.00%	41,800.00	-
211		Raceway M	8,650	-			-	0.00%	8,650.00	-
212	260533.16			-			-		-	-
213		Boxes L	1,320	-			-	0.00%	1,320.00	-
214		Boxes M	560	-			-	0.00%	560.00	-
215	260923			-			-		-	-
216		Lighting Control L	5,830	-			-	0.00%	5,830.00	-
217		Lighting Control M	9,405	-			-	0.00%	9,405.00	-
218	262416			-			-		-	-
219		Panelboard L	2,860	-			-	0.00%	2,860.00	-
220		Panelboard M	22,300	-			-	0.00%	22,300.00	-
221	262726			-			-		-	-
222		Wiring Devices L	6,600	-			-	0.00%	6,600.00	-
223		Wiring Devices M	1,950	-			-	0.00%	1,950.00	-
224	262816.16			-			-		-	-
225		Enclosed Switches L	550	-			-	0.00%	550.00	-
226		Enclosed Switches M	1,525	-			-	0.00%	1,525.00	-
227	263600			-			-		-	-
228		Transfer Switch L	440	-			-	0.00%	440.00	-
229		Transfer Switch M	3,225	-			-	0.00%	3,225.00	-
230	264300			-			-		-	-
231		Surge Device L	110	-			-	0.00%	110.00	-
232		Surge Device M	1,950	-			-	0.00%	1,950.00	-
233	265100			-			-		-	-

A		B	C	D	E	F	G	%	H	I
ITEM NO	Division	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
234		Int. Lighting L	13,640	-			-	0.00%	13,640.00	-
235		Int. Lighting M	49,803	-			-	0.00%	49,803.00	-
236	265600			-			-		-	-
237		Ext. Lighting L	1,760	-			-	0.00%	1,760.00	-
238		Ext. Lighting M	9,896	-			-	0.00%	9,896.00	-
239	271000			-			-		-	-
240		Struc Cable M	26,000	-			-	0.00%	26,000.00	-
241	274100			-			-		-	-
242		AV material	63,000	-			-	0.00%	63,000.00	-
243	281300			-			-		-	-
244		Security Material	61,016	-			-	0.00%	61,016.00	-
245	284600			-			-		-	-
246		Fire Alarm Material	11,285	-			-	0.00%	11,285.00	-
247	310000			-			-		-	-
248		Aggregate - Material	14,500	4,500.00			4,500.00	31.03%	10,000.00	225.00
249		Amended soils - Labo	3,000	-			-	0.00%	3,000.00	-
250		Amended Soils - Mate	6,000	-			-	0.00%	6,000.00	-
251		Demo - Labor	18,500	10,500.00			10,500.00	56.76%	8,000.00	525.00
252		Mobilization	2,000	-			-	0.00%	2,000.00	-
253		Rough grade - Labor	3,500	-			-	0.00%	3,500.00	-
254		Site grading - Labor	21,000	-			-	0.00%	21,000.00	-
255		Strip site and pile	2,000	-			-	0.00%	2,000.00	-
256	321723			-			-		-	-
257		Pavement Markings	12,019	-			-	0.00%	12,019.00	-
258	329300			-			-		-	-
259		Landscape Labor	22,766	-			-	0.00%	22,766.00	-
260		Landscape Material	23,614	-			-	0.00%	23,614.00	-
261		Landscape Pavers	13,125	-			-	0.00%	13,125.00	-
262		Landscape Temp Water	2,500	-			-	0.00%	2,500.00	-
263		Lime Stone Blocks	8,865	-			-	0.00%	8,865.00	-
264		MOBILE PLANTERS	42,790	-			-	0.00%	42,790.00	-
265		Paver Sub-Base Matei	15,840	-			-	0.00%	15,840.00	-
266	330000			-			-		-	-
267		Utilities - Labor	25,000	17,500.00			17,500.00	70.00%	7,500.00	875.00
268		Utilities - Material	42,500	32,500.00			32,500.00	76.47%	10,000.00	1,625.00
269				-			-		-	-
270				-			-		-	-
521				-			-		-	-
		TOTAL Scheduled Values	$ 2,843,299.00	$ 509,827.00	$ 210,965.80	$ 124,474.40	$ 845,267.20	29.73%	$ 1,998,031.80	$ 42,263.36

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.r.
For Meeting of 2/17/2026
Resolution

TITLE: - Resolution approving change order no. 5 for soil stabilization work not in the plans for the Grain District Lincoln Street Public Improvements in the amount of $10,779.45

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve change order #5 in the amount of $10,779.45 related to work that was not included in the original plans. The change order arises from the need to place erosion control mulch to stabilize the construction site over the winter months. The contract prior to change is $2,062,809.45 and post change is $2,073,588.90

FUNDING SOURCE: TIF/Bond funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260217-59
2. 32109 Change Order No. 5 - Signed

CITY OF BONDURANT
RESOLUTION NO. 260217-5

RESOLUTION APPROVING CHANGE ORDER NO. 5 TO MANATTS, INC. FOR SOIL STABILIZATION WORK NOT IN THE PLANS FOR THE GRAIN DISTRICT LINCOLN STREET PUBLIC IMPROVEMENTS IN THE AMOUNT OF $10,779.45

WHEREAS the Grain District Lincoln Street Public Improvements Change Order No. 5 was submitted on February 10, 2026; AND

WHEREAS the change order is submitted related to work that was not included in the original plans for the need to place erosion control mulch to stabilize the construction site over the winter months; AND

WHEREAS the contract prior to change is $2,062,809.45 and post change is $2,073,588.90; 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 above-referenced pay application to Manatts, Inc. is hereby approved.

Passed this 17th 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				

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CHANGE ORDER NUMBER: 5

Date of Issuance: February 17, 2026 Effective Date: February 17, 2026

PROJECT:	Grain District Public Improvements	ENGINEER'S PROJECT NUMBER: 25-32109
OWNER:	City of Bondurant	DATE OF CONTRACT:
CONTRACTOR:	Manatts, Inc.	OWNER'S CONTRACT NUMBER:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Item 1019 & 1020 - Erosion Control Mulching - placement of site stabilization mulching, two grades of mulch used based on requirements for stabilization determined by the slope of the ground.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: [ ] Working Days [X] Calendar Days
$1,950,334.85	Substantial Completion (day or dates): November 21, 2025
	Ready for Final Payment (day or dates): December 22, 2025
(Increase) ~~(Decrease)~~ from previously approved Change Orders Number 1 to 4	(Increase) (Decrease) from previously approved Change Orders Number _____ to _____
$112,474.60	Substantial completion (day or dates): _____
	Ready for Final Payment (day or dates): _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$2,062,809.45	Substantial Completion (day or dates): _____
	Ready for Final Payment (day or dates): _____
(Increase) ~~(Decrease)~~ of this Change Order:	(Increase) (Decrease) of this Change Order:
$10,779.45	Substantial Completion (day or dates): _____
	Ready for Final Payment (day or dates): _____
Contract Price Incorporating this Change Order:	Contract Times with all approved Change Orders:
$2,073,588.90	Substantial Completion (day or dates): _____
	Ready for Final Payment (day or dates): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
I&S Group, Inc.	City of Bondurant	Manatts, Inc.
By: Jay Whitetree	By:	By: Matt Ullestad
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 2/10/2026	Date:	Date: 2/11/26

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Amount Increase	Amount Decrease
1019	EROSION CONTROL MULCHING - WOOD CELLULOSE MULCH	AC	2.20	$3,300.00	$7,260.00	
1020	EROSION CONTROL MULCHING - BFM	AC	0.81	$4,345.00	$3,519.45	

TOTALS	$10,779.45	$0.00
NET CHANGE IN CONTRACT PRICE	$10,779.45	
INCREASE (DECREASE) IN CONTRACT TIME, days		

Justification For Changes:

Item 1019 & 1020 - the site required erosion control mulching for temporary stabilization to comply with the Storm Water Pollution Prevention Plan. Two types of mulch were used since the areas with steeper slopes required a more durable mulch.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.s.
For Meeting of 2/17/2026
Resolution

TITLE: - Resolution approving pay request no. 6 to Manatt's Inc. for the Grain District Lincoln Street Public Improvements Project in the amount of $10,276.38

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #6 in the amount of $10,276.38 related to the Grain District Lincoln St. Public Improvements Project.

This pay application has been reviewed by City Staff and Engineers from ISG for accuracy and is for work completed from December 13th through February 6th, for the project. Most paving has been completed on the streets and the arboretum trail section. Most of the work has stopped until weather conditions improve. This pay application is for site soil stabilization until Spring when the permanent seeding can happen.

FUNDING SOURCE: TIF/ Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260217-60
2. Pay Request No. 6

CITY OF BONDURANT
RESOLUTION NO. 260217-60

RESOLUTION APPROVING PAY REQUEST NO. 6 TO MANATTS INC. FOR THE GRIAN DISTRCIT LINCOLN STREET PUBLIC IMPROVEMENTS PROJECT IN THE AMOUNT OF $10,276.38

WHEREAS the Grain District Lincoln Street Public Improvements Project Pay Request No. 5 was submitted on December 23rd, 2025; AND

WHEREAS the pay request no. 5 is for work completed December 13th, 2025, through February 6th, 2026, on the Grain District Lincoln Street Public Improvements Project; AND

WHEREAS City Staff and engineers from ISG have reviewed the pay application for accuracy; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 5 to Manatt's Inc. in the above-referenced amount is hereby approved.

Passed this 17th 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				

Contractor's Application for Payment

Owner:	City of Bondurant	**Owner's Project No.:**	
Engineer:	I&S Group, Inc.	**Engineer's Project No.:**	25-32109
Contractor:	Manatts, Inc.	**Contractor's Project No.:**	
Project:	Grain District Public Improvements		
Contract:	Grain District Public Improvements		
Application No.:	6	**Application Date:**	2/17/2026
Application Period:	**From** 12/13/2025	**to**	2/6/2026

1. Original Contract Price					$	1,950,334.85
2. Net change by Change Orders					$	123,254.05
3. Current Contract Price (Line 1 + Line 2)					$	2,073,588.90
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)					$	1,468,855.06
5. Retainage						
a.	5%	X	$ 1,462,550.32	Work Completed	$	73,127.52
b.	5%	X	$ 6,304.74	Stored Materials	$	315.24
c. Total Retainage (Line 5.a + Line 5.b)					$	73,442.76
6. Amount eligible to date (Line 4 - Line 5.c)					$	1,395,412.30
7. Less previous payments (Line 6 from prior application)					$	1,385,135.92
8. Amount due this application					$	10,276.38
9. Balance to finish, including retainage (Line 3 - Line 4)					$	604,733.84

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Manatts Inc

Signature: Matt Ullestad Digitally signed by Matt Ullestad DN: C=US, E=mattu@manatts.com, O=Manatt's Inc., CN=Matt Ullestad Reason: I am approving this document Date: [illegible] **Date:** 2/11/26

Recommended by Engineer		**Approved by Owner**	
By:	Joey Whitetree	**By:**	
Title:	ISG - Civil Engineer	**Title:**	
Date:	2/10/2026	**Date:**	
Approved by Funding Agency			
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work | **Contractor's Application for Payment**

Owner:	City of Bondurant	**Owner's Project No.:**	
Engineer:	I&S Group, Inc.	**Engineer's Project No.:**	25-32109
Contractor:	Manatts, Inc.	**Contractor's Project No.:**	
Project:	Grain District Public Improvements		
Contract:	Grain District Public Improvements		

Application No.: 6 **Application Period:** **From** 12/13/25 **to** 02/06/26 **Application Date:** 02/17/26

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
	Original Contract										
1	CLEARING AND GRUBBING	1	LS	7,500.00	7,500.00	1.00	7,500.00		7,500.00	100%	-
2	STRIP, SALVAGE, SPEAD TOPSOIL	100	CY	42.50	4,250.00	-	-		-	0%	4,250.00
3	OFF-SITE TOPSOIL, CONTRACTOR FURNISHED	800	CY	28.00	22,400.00	-	-		-	0%	22,400.00
4	EXCAVATION, CLASS 10	12820	CY	11.10	142,302.00	11,800.00	130,980.00		130,980.00	92%	11,322.00
5	SUBGRADE PREPARATION	6209	SY	2.50	15,522.50	6,209.00	15,522.50		15,522.50	100%	-
6	SUBBASE, MODIFIED, 4 INCH	3387	SY	5.75	19,475.25	2,869.30	16,498.48		16,498.48	85%	2,976.77
7	SUBBASE, MODIFIED, 6 INCH	6209	SY	7.75	48,119.75	6,209.00	48,119.75		48,119.75	100%	-
8	COMPACTION TESTING	1	LS	5,000.00	5,000.00	0.90	4,500.00		4,500.00	90%	500.00
9	SANITARY SEWER GRAVITY MAIN, TRENCHED, SDR-26, 8"	500	LF	88.00	44,000.00	500.00	44,000.00		44,000.00	100%	-
10	SANITARY SEWER SERVICE STUB, SDR-23.5, 6"	6	EA	2,345.00	14,070.00	6.00	14,070.00		14,070.00	100%	-
11	STORM SEWER, TRENCHED, RCP, 15"	120	LF	67.00	8,040.00	531.00	35,577.00		35,577.00	443%	(27,537.00)
12	STORM SEWER, TRENCHED, RCP, 18"	687	LF	74.00	50,838.00	315.00	23,310.00		23,310.00	46%	27,528.00
13	STORM SEWER, TRENCHED, RCP, 24"	139	LF	92.00	12,788.00	94.00	8,648.00		8,648.00	68%	4,140.00
14	STORM SEWER, TRENCHED, CMP, 24"	216	LF	72.00	15,552.00	80.00	5,760.00		5,760.00	37%	9,792.00
15	STORM SEWER, TRENCHED, RCP, 30"	247	LF	123.00	30,381.00	240.00	29,520.00		29,520.00	97%	861.00
16	STORM SEWER, TRENCHED, RCP, 36"	73	LF	145.00	10,585.00	73.00	10,585.00		10,585.00	100%	-
17	STORM SEWER, TRENCHED, RCP, 48"	101	LF	195.00	19,695.00	93.00	18,135.00		18,135.00	92%	1,560.00
18	STORM SEWER, TRENCHED, RCP, 60"	67	LF	311.00	20,837.00	51.00	15,861.00		15,861.00	76%	4,976.00
19	PIPE APRON, RCP, 24"	1	EA	3,480.00	3,480.00	-	-		-	0%	3,480.00
20	PIPE APRON, CMP, 24"	2	EA	2,290.00	4,580.00	2.00	4,580.00		4,580.00	100%	-
21	PIPE APRON, RCP, 30"	1	EA	4,475.00	4,475.00	1.00	4,475.00		4,475.00	100%	-
22	PIPE APRON, RCP, 48"	1	EA	7,550.00	7,550.00	1.00	7,550.00		7,550.00	100%	-
23	PIPE APRON, RCP, 60"	2	EA	10,450.00	20,900.00	2.00	20,900.00		20,900.00	100%	-
24	SUBDRAIN, PVC TYPE 1, 6"	1948.9	LF	20.00	38,978.00	1,771.80	35,436.00		35,436.00	91%	3,542.00
25	SUBDRAIN CLEANOUT, A-1, 6"	3	EA	1,010.00	3,030.00	6.00	6,060.00		6,060.00	200%	(3,030.00)
26	SUBDRAIN OUTLETS AND CONNECTIONS, OUTLET TO	9	EA	357.00	3,213.00	11.00	3,927.00		3,927.00	122%	(714.00)
27	SUBDRAIN OUTLETS AND CONNECTIONS, CONNECTION TO	4	EA	276.00	1,104.00	-	-		-	0%	1,104.00
28	SUBDRAIN OUTLETS AND CONNECTIONS, CAP, 6"	1	EA	269.00	269.00	-	-		-	0%	269.00
29	WATER MAIN, TRENCHED, C900, 8 INCH	963	LF	39.00	37,557.00	950.50	37,069.50		37,069.50	99%	487.50
30	WATER MAIN, TRENCHED, C900, 12 INCH	76	LF	179.00	13,604.00	197.50	35,352.50		35,352.50	260%	(21,748.50)
31	FITTING, 11.25 DEGREE BEND, 8 INCH	2	EA	1,320.00	2,640.00	2.00	2,640.00		2,640.00	100%	-
32	FITTING, 22.5 DEGREE BEND, 8 INCH	3	EA	1,235.00	3,705.00	3.00	3,705.00		3,705.00	100%	-
33	FITTING, TEE, 8" INCH	1	EA	1,605.00	1,605.00	1.00	1,605.00		1,605.00	100%	-
34	FITTING, TEE, 12" X 8" INCH	2	EA	1,820.00	3,640.00	3.00	5,460.00		5,460.00	150%	(1,820.00)
35	WATER SERVICE STUB, COPPER, 3/4"	1	EA	1,570.00	1,570.00	2.00	3,140.00		3,140.00	200%	(1,570.00)
36	WATER SERVICE STUB, COPPER, 1"	1	EA	1,780.00	1,780.00	1.00	1,780.00		1,780.00	100%	-
37	WATER SERVICE STUB, PVC, 6 INCH	5	EA	4,275.00	21,375.00	5.00	21,375.00		21,375.00	100%	-
38	WATER MAIN REMOVAL	380	LF	13.00	4,940.00	483.00	6,279.00		6,279.00	127%	(1,339.00)

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Progress Estimate - Unit Price Work | **Contractor's Application for Payment**

Owner:	City of Bondurant	**Owner's Project No.:**	
Engineer:	I&S Group, Inc.	**Engineer's Project No.:**	25-32109
Contractor:	Manatts, Inc.	**Contractor's Project No.:**	
Project:	Grain District Public Improvements		
Contract:	Grain District Public Improvements		

Application No.: 6 **Application Period:** **From** 12/13/25 **to** 02/06/26 **Application Date:** 02/17/26

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
39	VALVE, GATE, 8"	6	EA	3,210.00	19,260.00	6.00	19,260.00		19,260.00	100%	-
40	FIRE HYDRANT ASSEMBLY	1	EA	9,295.00	9,295.00	1.00	9,295.00		9,295.00	100%	-
41	MANHOLE, SW-301, 48"	4	EA	5,165.00	20,660.00	4.00	20,660.00		20,660.00	100%	-
42	MANHOLE, SW-401, 60"	1	EA	6,540.00	6,540.00	1.00	6,540.00		6,540.00	100%	-
43	MANHOLE, SW-401, 72"	1	EA	8,515.00	8,515.00	1.00	8,515.00		8,515.00	100%	-
44	MANHOLE, SW-402, 70"X70"	2	EA	17,340.00	34,680.00	-	-		-	0%	34,680.00
45	INTAKE, SW-501	5	EA	3,825.00	19,125.00	-	-		-	0%	19,125.00
46	INTAKE, SW-502	3	EA	4,320.00	12,960.00	4.00	17,280.00		17,280.00	133%	(4,320.00)
47	PAVEMENT, PCC, 7"	4461.8	SY	54.00	240,937.20	4,232.40	228,549.60	-	228,549.60	95%	12,387.60
48	PAVEMENT, PCC, 7", STAMPED AND COLORED	328.1	SY	136.50	44,785.65	218.70	29,852.55		29,852.55	67%	14,933.10
49	PAVEMENT, PCC, 7", PARKING LOT	1180	SY	54.00	63,720.00	1,191.60	64,346.40		64,346.40	101%	(626.40)
50	REMOVAL OF SIDEWALK	56.2	SY	18.00	1,011.60	205.10	3,691.80		3,691.80	365%	(2,680.20)
51	REMOVAL OF GRANULAR SURFACING	1245.7	SY	3.10	3,861.67	1,245.70	3,861.67		3,861.67	100%	-
52	SHARED USE PATH, 12', PCC, 6"	2902.8	SY	37.00	107,403.60	2,463.30	91,142.10		91,142.10	85%	16,261.50
53	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	3387	SY	4.50	15,241.50	2,790.00	12,555.00		12,555.00	82%	2,686.50
54	SIDEWALK, PCC, 6"	1527.8	SY	62.00	94,723.60	11.40	706.80		706.80	1%	94,016.80
55	DETECTABLE WARNING	440	SF	40.00	17,600.00	24.00	960.00		960.00	5%	16,640.00
56	DRIVEWAY, PCC, 6"	27	SY	53.00	1,431.00	53.50	2,835.50		2,835.50	198%	(1,404.50)
57	DRIVEWAY, GRANULAR, 6"	4	SY	116.00	464.00	-	-		-	0%	464.00
58	PAVEMENT REMOVAL	619.5	SY	11.15	6,907.43	2,058.20	22,948.93		22,948.93	332%	(16,041.50)
59	PAINTED PAVEMENT MARKINGS, WATERBORNE	20.5	STA	126.00	2,583.00	-	-		-	0%	2,583.00
60	PAINTED SYMBOLS AND LEGENDS	7	EA	75.00	525.00	-	-		-	0%	525.00
61	TYPE A SIGN, SHEET ALUMINUM, HANDICAP SIGN	7	EA	275.00	1,925.00	-	-		-	0%	1,925.00
62	TYPE A SIGN, SHEET ALUMINUM, STOP SIGN	6	EA	500.00	3,000.00	-	-		-	0%	3,000.00
63	TYPE A SIGN, SHEET ALUMINUM, STOP SIGN WITH STREET	2	EA	650.00	1,300.00	-	-		-	0%	1,300.00
64	TEMPORARY TRAFFIC CONTROL	1	LS	7,640.00	7,640.00	0.50	3,820.00		3,820.00	50%	3,820.00
65	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	3.3	AC	5,000.00	16,500.00	-	-		-	0%	16,500.00
66	PLANTS WITH WARRANTY, DECIDUOUS TREES, 2.5" B&B	70	EA	525.00	36,750.00	-	-		-	0%	36,750.00
67	PLANTS WITH WARRANTY, EVERGREEN TREES, 8' B&B	9	EA	650.00	5,850.00	-	-		-	0%	5,850.00
68	PLANTS WITH WARRANTY, ORNAMENTAL TREES, 2", 8' B&B	18	EA	425.00	7,650.00	-	-		-	0%	7,650.00
69	PLANTS WITH WARRANTY, SHRUBS, #5 CONT	96	EA	67.00	6,432.00	-	-		-	0%	6,432.00
70	PLANTS WITH WARRANTY, PERENNIAL PLANT, #1 CONT	311	EA	16.00	4,976.00	-	-		-	0%	4,976.00
71	DOUBLE-SHREDDED HARDWOOD MULCH	17	CY	135.00	2,295.00	-	-		-	0%	2,295.00
72	SWPPP MANAGEMENT	1	LS	2,950.00	2,950.00	0.45	1,327.50		1,327.50	45%	1,622.50
73	WATTLE, STRAW, 9 INCH	3448	LF	1.70	5,861.60	610.00	1,037.00		1,037.00	18%	4,824.60
74	RIP RAP, CLASS E REVETMENT	750.6	TON	70.00	52,542.00	315.30	22,071.00		22,071.00	42%	30,471.00
75	STABILIZED CONSTRUCTION EXIT	75	SY	26.50	1,987.50	62.20	1,648.30		1,648.30	83%	339.20
76	INLET PROTECTION DEVICE	11	EA	145.00	1,595.00	8.00	1,160.00		1,160.00	73%	435.00
77	MOBILIZATION	1	LS	67,000.00	67,000.00	1.00	67,000.00		67,000.00	100%	-
78	ELECTRICAL	1	LS	271,000.00	271,000.00	0.01	2,710.00	6,304.74	9,014.74	3%	261,985.26

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Bondurant	**Owner's Project No.:**	
Engineer:	I&S Group, Inc.	**Engineer's Project No.:**	25-32109
Contractor:	Manatts, Inc.	**Contractor's Project No.:**	
Project:	Grain District Public Improvements		
Contract:	Grain District Public Improvements		

Application No.: 6 **Application Period:** **From** 12/13/25 **to** 02/06/26 **Application Date:** 02/17/26

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
79	SOIL AMENDMENTS	2000	CY	22.60	45,200.00	-	-		-	0%	45,200.00
80	CONCRETE WASHOUT	1	LS	4,300.00	4,300.00	0.70	3,010.00		3,010.00	70%	1,290.00
				Original Contract Totals	**$ 1,950,334.85**		**$ 1,276,704.88**	**$ 6,304.74**	**$ 1,283,009.62**	**66%**	**$ 667,325.23**

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

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A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Change Orders											
1001	LIGHT POLE AND LIGHT POLE BASE REMOVAL	1.00	LS	3,547.61	3,547.61	1.00	3,547.61		3,547.61	100%	-
1002	CONCRETE FLUME REMOVAL	224.00	SY	15.40	3,449.60	238.10	3,666.74		3,666.74	106%	(217.14)
1003	REMOVE AND DISPOSE OF POWER POLES AND RR TIES	1.00	LS	2,475.00	2,475.00	1.00	2,475.00		2,475.00	100%	-
1004	TREE REMOVAL AT RAILROAD AND MAIN	1.00	LS	440.00	440.00	1.00	440.00		440.00	100%	-
1005	EXPLORATORY HYDROEXCAVATION	10.00	HR	385.00	3,850.00	14.25	5,486.25		5,486.25	143%	(1,636.25)
1006	LIVE TAP VALVE EXCAVATION AND SHORING	1.00	LS	11,550.00	11,550.00	1.00	11,550.00		11,550.00	100%	-
1007	PIPE APRON, RCP, 15"	1.00	EA	3,575.00	3,575.00	1.00	3,575.00		3,575.00	100%	-
1008	MANHOLE, SW-402, 72"X72", CAST-IN-PLACE	1.00	EA	22,275.00	22,275.00	1.00	22,275.00		22,275.00	100%	-
1009	MANHOLE, SW-403, 72"X84", CAST-IN-PLACE	1.00	EA	33,874.50	33,874.50	1.00	33,874.50		33,874.50	100%	-
1010	MANHOLE, SW-402, 72"X48", CAST-IN-PLACE	1.00	EA	24,675.20	24,675.20	1.00	24,675.20		24,675.20	100%	-
1011	INTAKE, SW-501, CAST-IN-PLACE	4.00	EA	4,598.00	18,392.00	4.00	18,392.00		18,392.00	100%	-
1012	INTAKE, SW-504, CAST-IN-PLACE	1.00	EA	12,925.00	12,925.00	1.00	12,925.00		12,925.00	100%	-
1013	DISPOSAL OF UNSUITABLE MATERIAL	1,090.00	CY	5.50	5,995.00	1,090.00	5,995.00		5,995.00	100%	-
1014	REMOVAL OF LIGHT POLE BASES AT FORMER GAS STATION	2.00	EA	750.00	1,500.00	2.00	1,500.00		1,500.00	100%	-
1015	12" GATE VALVE	1.00	EA	8,115.19	8,115.19	1.00	8,115.19		8,115.19	100%	-
1016	SE POND SAND SEAM REMEDY	1.00	LS	9,933.00	9,933.00	1.00	9,933.00		9,933.00	100%	-
1017	PCC COLD WEATEHR PROTECTION	2,456.20	SY	2.50	6,140.50	2,456.20	6,140.50		6,140.50	100%	-
1018	GRADE ADJUSTMENT TO EXISTING POLE BASE AT BIKE TRAIL	1.00	LS	500.00	500.00	1.00	500.00		500.00	100%	-
1019	EROSION CONTROL MULCHING - WOOD CELLULOSE MULCH	2.20	AC	3,300.00	7,260.00	2.20	7,260.00		7,260.00	100%	-
1020	EROSION CONTROL MULCHING - BFM	0.81	AC	4,345.00	3,519.45	0.81	3,519.45		3,519.45	100%	-
					-		-		-		-
Existing Item Changes											
11	STORM SEWER, TRENCHED, RCP, 15"	417.00	LF	67.00	27,939.00		-		-	0%	27,939.00
12	STORM SEWER, TRENCHED, RCP, 18"	(372.00)	LF	74.00	(27,528.00)		-		-	0%	(27,528.00)
13	STORM SEWER, TRENCHED, RCP, 24"	(42.00)	LF	92.00	(3,864.00)		-		-	0%	(3,864.00)
19	PIPE APRON, RCP, 24"	(1.00)	EA	3,480.00	(3,480.00)		-		-	0%	(3,480.00)
44	MANHOLE, SW-402, 70"X70"	(2.00)	EA	17,340.00	(34,680.00)		-		-	0%	(34,680.00)
45	INTAKE, SW-501	(5.00)	EA	3,825.00	(19,125.00)		-		-	0%	(19,125.00)
					-		-		-		-
					-		-		-		-
				Change Order Totals	**$ 123,254.05**		**$ 185,845.44**	**$ -**	**$ 185,845.44**	**151%**	**$ (62,591.39)**
Original Contract and Change Orders											
				Project Totals	**$ 2,073,588.90**		**$ 1,462,550.32**	**$ 6,304.74**	**$ 1,468,855.06**	**71%**	**$ 604,733.84**

EJCDC C-620 Contractor's Application for Payment
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Stored Materials Summary **Contractor's Application for Payment**

Owner:	City of Bondurant	**Owner's Project No.:**	
Engineer:	I&S Group, Inc.	**Engineer's Project No.:**	25-32109
Contractor:	Manatts, Inc.	**Contractor's Project No.:**	
Project:	Grain District Public Improvements		
Contract:	Grain District Public Improvements		

Application No.: 6 **Application Period:** **From** 12/13/25 **to** 02/06/26 **Application Date:** 02/17/26

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	**Supplier Invoice No.**	**Submittal No. (with Specification Section No.)**	**Description of Materials or Equipment Stored**	**Storage Location**	**Application No. When Materials Placed in Storage**	**Previous Amount Stored ($)**	**Amount Stored this Period ($)**	**Amount Stored to Date (G+H) ($)**	**Amount Previously Incorporated in the Work ($)**	**Amount Incorporated in the Work this Period ($)**	**Total Amount Incorporated in the Work (J+K) ($)**	**Materials Remaining in Storage (I-L) ($)**
78	DM191054		Rebar and Sonitube (light pole bases)	Breton Electric	3	-	2,409.41	2,409.41			-	2,409.41
78	S513623435		Conduit	On Site	3	-	3,895.33	3,895.33			-	3,895.33
47	DM196572		Expansion, dowels, bars etc.	On Site	3	-	17,540.90	17,540.90		17,540.90	17,540.90	-
								-			-	-
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					Totals	**$ -**	**$ 23,845.64**	**$ 23,845.64**	**$ -**	**$ 17,540.90**	**$ 17,540.90**	**$ 6,304.74**

EJCDC C-620 Contractor's Application for Payment
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BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.t.
For Meeting of 2/17/2026
Resolution

TITLE: - Resolution approving the Civic Campus North Final Plat

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

BRIEF HISTORY & ANALYSIS:

The attached resolution approves the also attached Civic Campus North Final Plat. This is for the area outlined in red below.



The Civic Campus North Preliminary Plat was approved by the Bondurant City Council on September 16, 2024. The proposed Final Plat is consistent with the approved Preliminary Plat and represents the next step in formalizing lot boundaries within the

Civic Campus area. This plat has been prepared on land owned by the City of Bondurant, and the platting documents were completed by Veenstra & Kimm on behalf of the City.

The Planning & Community Development Department has requested several minor edits from Veenstra & Kimm for cleanup purposes prior to recording, including clarification to ensure the correct zoning designation and applicable setback requirements are accurately noted on the plat. These revisions are administrative in nature and do not alter the overall lot configuration.

The Final Plat creates three lots within the Civic Campus North area. Lot 1 (2.51 acres) and Lot 2 (4.27 acres) are zoned General Commercial (C-2). The City anticipates releasing a Request for Proposals (RFP) in the near future seeking commercial developer(s) for Lots 1 and 2, as well as two additional privately owned commercial development lots located on the opposite side of the relocated roadway within the Civic Campus area. These efforts are intended to advance high-quality commercial development consistent with the City's long-term vision for the Civic Campus.

Lot 3 will be retained by the City of Bondurant. The Civic Campus Master Plan envisions this area accommodating future municipal functions, such as a future City Hall or other civic facilities, as community needs evolve.

Approval of the Final Plat will allow the City to proceed with recording the document, thereby formally establishing the lots and enabling the City to move forward with future development and implementation activities within Civic Campus North.

FUNDING SOURCE: Capital Fund - Civic Campus Fund supported by GO Bonds and TIF Bonds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260217-61
2. Civic Campus North Final Plat

CITY OF BONDURANT
RESOLUTION NO. 260217-61

RESOLUTION APPROVING THE CIVIC CAMPUS NORTH FINAL PLAT

WHEREAS Veenstra & Kimm Inc has submitted the Civic Campus North Final Plat; AND

WHEREAS the owner is the City of Bondurant; AND

WHEREAS this is a subdivision within Bondurant's city limits described as follows:

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER IN SECTION 32, TOWNSHIP 80 NORTH, RANGE 21 WEST OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 00°06'23" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1460.00 FEET; THENCE SOUTH 89°53'37" EAST, 33.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PLEASANT STREET SE; THENCE SOUTH 00°06'23" EAST ALONG SAID RIGHT-OF-WAY LINE, 3.88 FEET; THENCE SOUTH 89°47'32" EAST, 7.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'23" WEST, 183.19 FEET; THENCE NORTHEASTERLY 668.51 FEET ALONG A 460.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY HAVING A CHORD BEARING OF NORTH 41°31'37" EAST, 611.21 FEET; THENCE NORTHEASTERLY 376.76 FEET ALONG A 540.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY HAVING A CHORD BEARING OF NORTH 63°10'22" EAST, 369.16 FEET; THENCE NORTH 43°11'06" EAST, 153.96 FEET; THENCE NORTHEASTERLY 40.06 FEET ALONG A 25.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY HAVING A CHORD BEARING OF NORTH 89°05'12" EAST, 35.91 FEET; THENCE SOUTHEASTERLY 377.52 FEET ALONG A 480.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY HAVING A CHORD BEARING OF SOUTH 22°28'48" EAST, 357.87 FEET; THENCE SOUTH 00°03'06" WEST, 558.91 FEET; THENCE SOUTHWESTERLY 39.34 FEET ALONG A 25.00 FOOR RADIUS CURVE CONCAVE NORTHWESTERLY HAVING A CHORD BEARING OF SOUTH 45°07'47" WEST, 35.40 FEET; THENCE NORTH 89°47'32" WEST, 990..64 FEET TO THE POINT OF BEGINNING, CONTAINING 686,452 SQUARE FEET (15.76 ACRES), SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORDS.

WHEREAS the Civic Campus North Final Plat area is zoned as being within the City's General Commercial (C-2) and Medium Industrial (M-2) Districts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Civic Campus North Final Plat is hereby approved:

Passed this 17th 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				

CIVIC CAMPUS NORTH
FINAL PLAT

Index Legend	
City:	Bondurant
County:	Polk
Parcel ID:	8022.32.102.003 & 8022.32.151.002
Description:	Part of the W1/2 NW1/4 in Section 32-T82N-R24W
Proprietor:	City of Bondurant
Surveyor:	Matthew J. Thomas
Company:	Veenstra & Kimm, Inc.
Return to:	6775 Vista Drive West Des Moines, IA 50266 | (515) 225-8000

OWNER/DEVELOPER
CITY OF BONDURANT
200 2nd STREET NE
BONDURANT, IA 50035

REFERENCE DOCUMENTS

WARRANTY DEED FOR STATE R-O-W	BK 4725 PG 395
ACQUISITION PLAT FOR PUBLIC R-O-W	BK 19672 PG 828
PLAT OF SURVEY	BK 5566 PG 450
EASEMENT AGREEMENT	BK 5947 PG 083
ELECTRIC LINE EASEMENT	BK 9075 PG 915
EASEMENT AND LEASE AGREEMENT	BK 13821 PG 228

ZONING
EXISTING: A-1 & U-1

PROPOSED: C-1 TRANSITIONAL COMMERCIAL

EXISTING/PROPOSED USE
EXISTING: AGRICULTURE

PROPOSED: COMMERCIAL BUILDINGS

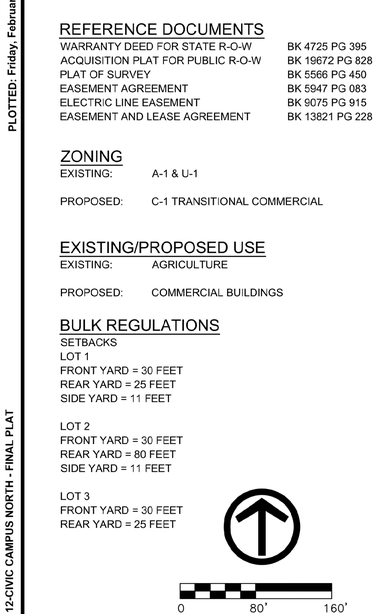
BULK REGULATIONS
SETBACKS
LOT 1
FRONT YARD = 30 FEET
REAR YARD = 25 FEET
SIDE YARD = 11 FEET

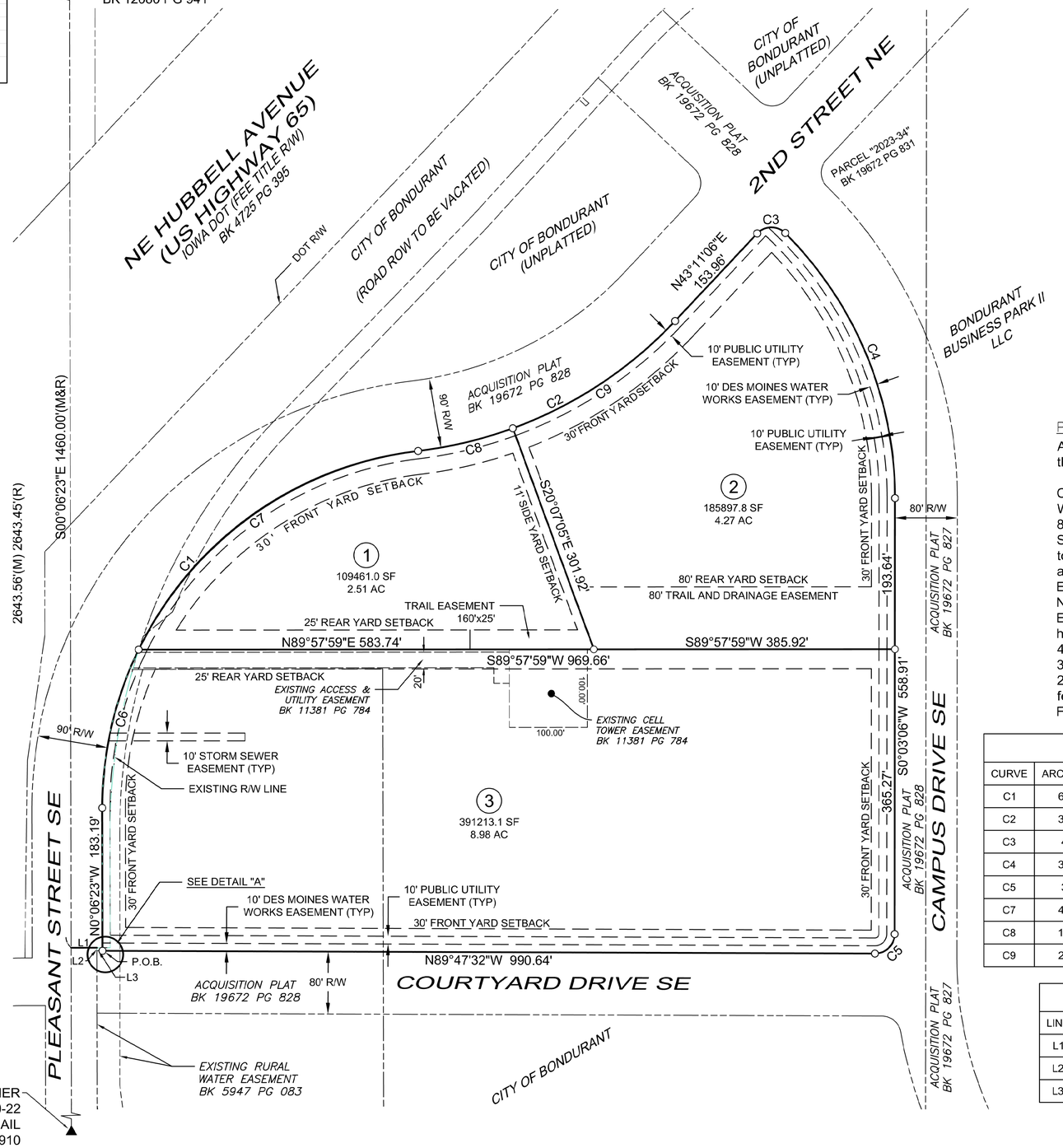
LOT 2
FRONT YARD = 30 FEET
REAR YARD = 80 FEET
SIDE YARD = 11 FEET

LOT 3
FRONT YARD = 30 FEET
REAR YARD = 25 FEET

0 80' 160'

LEGEND
- FOUND SECTION CORNER MONUMENT
- SET SECTION CORNER MONUMENT
- FOUND PROPERTY MONUMENT
- SET 5/8" REBAR W/RED CAP# 19968 (UNLESS NOTED)
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- EASEMENT LINE





PLAT DESCRIPTION:
A part of the West Half of the Northwest Quarter in Section 32, Township 80 North, Range 21 West of the 5th P.M., City of Bondurant, Polk County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of said Section 32; thence South 00°06'23" East along the West Line of the Northwest Quarter of said Section 32, a distance of 1460.00 feet; thence South 89°53'37" East, 33.00 feet to a point on the East Right-of-Way Line of Pleasant Street SE; thence South 00°06'23" East along said Right-of-Way Line, 3.88 feet; thence South 89°47'32" East, 7.00 feet to the Point of Beginning; thence North 00°06'23" West, 183.19 feet; thence Northeasterly 668.51 feet along a 460.00 foot radius curve concave Southeasterly having a chord bearing of North 41°31'37" East, 611.21 feet; thence Northeasterly 376.76 feet along a 540.00 foot radius curve concave Northwesterly having a chord bearing of North 63°10'22" East, 369.16 feet; thence North 43°11'06" East, 153.96 feet; thence Northeasterly 40.06 feet along a 25.00 foot radius curve concave southerly having a chord bearing of North 89°05'12" East, 35.91 feet; thence Southeasterly 377.52 feet along a 480.00 foot radius curve concave Southwesterly having a chord bearing of South 22°28'48" East, 367.87 feet; thence South 00°03'06" West, 558.91 feet; thence Southwesterly 39.34 feet along a 25.00 foot radius curve concave Northwesterly having a chord bearing of South 45°07'47" West, 35.40 feet; thence North 89°47'32" West, 990.64 Feet to the Point of Beginning, containing 686,452 Square Feet (15.76 Acres), subject to all easements, restrictions and covenants of record.

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE	DELTA
C1	668.51'	460.00'	N41°31'37"E	611.21'	83°16'01"
C2	376.76'	540.00'	N63°10'22"E	369.16'	39°58'31"
C3	40.06'	25.00'	N89°05'12"E	35.91'	91°48'11"
C4	377.52'	480.00'	S22°28'48"E	367.87'	45°03'48"
C5	39.34'	25.00'	S45°07'47"W	35.40'	90°09'22"
C7	458.82'	456.44'	N54°36'25"E	439.74'	57°35'38"
C8	125.14'	540.00'	N76°29'55"E	124.86'	13°16'40"
C9	251.60'	540.00'	N56°32'40"E	249.33'	26°41'44"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°53'37"E	33.00'
L2	S0°06'23"E	3.88'
L3	S89°47'32"E	7.00'

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.

02/06/2026
MATTHEW J. THOMAS, P.L.S. DATE
License Number: 19968
My license renewal date is DECEMBER 31, 2027
Pages or sheets covered by this seal:

DATE	REVISIONS

SCALE	AS NOTED
DRAWN	BJL
CHECKED	MDL
APPROVED	MDL
DATE	07-24-2024
ISSUED FOR	######

VEENSTRA & KIMM INC.

CIVIC CAMPUS NORTH
CITY OF BONDURANT

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-255-7848(FAX) • 800-241-8000(WATS)

CIVIC CAMPUS NORTH
FINAL PLAT

DWG. NO. 1
PROJECT 428112

PLOTTED: Friday, February 6, 2026 2:28:05 PM
X-REFS: 428112-CIVIC CAMPUS NORTH & 42892 - SURVEY BASE
FILE PATH: \\VK-FS.VKDOM.NET\WDMSHARE\04000\428-BONDURANT\0428-0112_CIVIC_CAMPUS_NORTH_PLATTING\SURVEY\PLATS\428112-CIVIC CAMPUS NORTH - FINAL PLAT

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.u.
For Meeting of 2/17/2026
Resolution

TITLE: - Resolution approving a Minimum Assessment Agreement for property at 100 Main Street, SE

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 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 Salacl LLC for the project at 100 Main Street SE (Parcel 8022-31-109-013). The City of Bondurant has coordinated with the Polk County Assessor's office and property owner to establish the minimum assessed value of $X,XXX,XXX in 2026.

Existing Site Photo:



FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260217-62
2. Minimum Assessment Agreement

CITY OF BONDURANT
RESOLUTION NO. 260217-62

RESOLUTION APPROVING A MINIMUM ASSESSMENT AGREEMENT FOR 100 MAIN STREET SE

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 Salacl LLC, the property owner of 100 Main Street SE (Parcel 8022-31-109-013), 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 100 Main Street SE project and has determined that the minimum actual assessed value of the improvements shall be no less than $982,500; 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 Salacl LLC for the 100 Main Street SE Project is hereby approved and the Mayor is authorized to execute the Agreement on behalf of the City.

Passed this 17th 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				
Lyman				
Driscoll				
McKenzie				
Sillanpaa				

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of February, 2026, by and between the City of Bondurant, Iowa, an Iowa municipal corporation (hereinafter referred to as the "City") and Salacl 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:

PARCEL B OF THE CORRECTED PLAT OF SURVEY FILED IN THE OFFICE OF THE RECORDER OF POLK COUNTY, IOWA ON APRIL 9, 2010 IN BOOK 13406 PAGE 585, BEING A PART OF LOTS 5, 6, 7, AND 8 AND THE NORTH 16.00 FEET OF LOT 8 IN BLOCK 4, TOWN OF BONDURANT, AN OFFICIAL PLAT, IN THE CITY OF BONDURANT.

(hereinafter referred to as the "Property"); AND

WHEREAS a site plan was approved by the Bondurant City Council on April 19, 2021, 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 100 Main Street SE will bring a minimum increased assessed valuation of $982,500.

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 $982,500 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 March 30, 2034 (6-year abatement, graduated).

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

SALACL LLC

By:

By:

Its:

STATE OF IOWA)
) :SS
COUNTY OF POLK)

This instrument was acknowledged before me on _____, 2026, by _____, the Managing Member of Salacl 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 Salacl 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 $982,500, 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.v.
For Meeting of 2/17/2026
Resolution

TITLE: - Resolution approving a Minimum Assessment Agreement for property at 94 Paine Circle, SE

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 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 TLC3 LLC for the existing Generation Next building at 94 Paine Circle SE (Parcel 8022-31-256-011). The City of Bondurant has coordinated with the Polk County Assessor's office and property owner to establish the minimum assessed value of $4,720,000 in 2026.

Existing Site Photo:



FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260217-63
2. Minimum Assessment Agreement

CITY OF BONDURANT
RESOLUTION NO. 260217-63

RESOLUTION APPROVING A MINIMUM ASSESSMENT AGREEMENT FOR 94 PAINE CIRCLE SE

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 TLC3 LLC, the property owner of 94 Paine Circle SE (Parcel 8022-31-256-011), 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 94 Paine Circle SE project and has determined that the minimum actual assessed value of the improvements shall be no less than $4,720,000; 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 TLC3 LLC for the 94 Paine Circle SE Project is hereby approved and the Mayor is authorized to execute the Agreement on behalf of the City.

Passed this 17th 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 17th day of February, 2026, by and between the City of Bondurant, Iowa, an Iowa municipal corporation (hereinafter referred to as the "City") and TLC3 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 5 IN THE BONDURANT COMMERCIAL BUSINESS PARK, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA

(hereinafter referred to as the "Property"); AND

WHEREAS a site plan was approved by the Bondurant City Council on November 4, 2019, 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 100 Main Street SE will bring a minimum increased assessed valuation of $4,720,000.

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 $4,720,000 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 March 30, 2034 (6-year abatement, graduated).

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. <u>Amendment.</u> 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

TLC3 LLC

By:

By:

Its:

STATE OF IOWA)
) :SS
COUNTY OF POLK)

This instrument was acknowledged before me on _____, 2026, by _____, the Managing Member of TLC3 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 TLC3 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 $4,720,000, 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.w.
For Meeting of 2/17/2026
Resolution

TITLE: - Resolution approving an amendment to the Polk County Multi-Jurisdictional Local Hazard Mitigation Plan to add a Hazard Mitigation Project for the City of Bondurant regarding the provision of a hardened space or storm shelter at Silo Commons within the Grain District

CONTACT PERSON:
Marketa Oliver, ICMA-CM, SPHR, City Administrator
Jene Jess, Assistant City Administrator
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS:

In February 2025, the Bondurant City Council adopted the updated Polk County Multi-Jurisdictional Local Hazard Mitigation Plan. A multi-jurisdictional hazard mitigation plan is a long-term planning document developed collaboratively by multiple local governments to identify natural hazard risks and reduce their impacts through coordinated mitigation strategies.

The attached resolution approves an amendment to Bondurant's portion of the Polk County Multi-Jurisdictional Local Hazard Mitigation Plan to include the provision of a hardened space or storm shelter at Silo Commons within the Grain District.

As the City has progressed into the schematic design phase of the Silo Commons project, the need for a hardened space or storm shelter was identified. Silo Commons is envisioned as a regional gathering space that will host large public events, including concerts, festivals, and community activities. The site is also directly adjacent to the Chichaqua Valley Trail, a regional trail system that brings significant pedestrian and bicycle traffic through the area. Given the anticipated volume of visitors and the potential for severe weather events, incorporating a hardened space into the project enhances public safety and resilience.

The planned restroom facility at Silo Commons has the potential to be designed and constructed as a hardened structure capable of serving as a storm shelter. Including this project within the City's adopted hazard mitigation plan is necessary to maintain

eligibility for potential state and federal hazard mitigation funding opportunities and to formally recognize the project as part of the City's long-term mitigation strategy.

Approval of the attached resolution will amend Bondurant's portion of the Polk County Multi-Jurisdictional Local Hazard Mitigation Plan to incorporate this project.

FUNDING SOURCE: NA for the Amendment

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260217-64

CITY OF BONDURANT
RESOLUTION NO. 260217-64

RESOLUTION APPROVING AN AMENDMENT TO THE POLK COUNTY MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN TO ADD A HAZARD MITIGATION PROJECT FOR THE CITY OF BONDURANT REGARDING THE PROVISION OF A HARDENED SPACE OR STORM SHELTER AT SILO COMMONS WITHIN THE GRAIN DISTRICT

WHEREAS in February 2025, the City Council of the City of Bondurant adopted the updated Polk County Multi-Jurisdictional Local Hazard Mitigation Plan, prepared in accordance with the Disaster Mitigation Act of 2000; AND

WHEREAS a multi-jurisdictional hazard mitigation plan is a long-term planning document developed collaboratively by multiple local governments to identify natural hazard risks and reduce their impacts through coordinated mitigation strategies; AND

WHEREAS the City of Bondurant is currently advancing the Silo Commons project within the Grain District, a regional public gathering space intended to host concerts, festivals, and community events and located adjacent to the Chichaqua Valley Trail system; AND

WHEREAS as the City has progressed into the schematic design phase of the Silo Commons project, the need for a hardened space or storm shelter has been identified to enhance public safety and community resilience in the event of severe weather; AND

WHEREAS the planned restroom facility at Silo Commons has the potential to be designed and constructed as a hardened structure capable of serving as a storm shelter; AND

WHEREAS inclusion of this project within the City's portion of the Polk County Multi-Jurisdictional Local Hazard Mitigation Plan is necessary to formally recognize the project as part of the City's long-term hazard mitigation strategy and to maintain eligibility for applicable state and federal hazard mitigation funding opportunities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the City hereby approves an amendment to Bondurant's portion of the Polk County Multi-Jurisdictional Local Hazard Mitigation Plan to include a hazard mitigation project providing for a hardened space or storm shelter at Silo Commons within the Grain District.

Passed this 17th 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.x.
For Meeting of 2/17/2026
Resolution

TITLE: - Resolution approving a Memorandum of Understanding (MOU) between the City of Bondurant and the University of Iowa's Master of Public Affairs (MPA) Capstone Team

CONTACT PERSON:
Katie Klus, Communication & Events Coordinator

BRIEF HISTORY & ANALYSIS: Attached is a resolution approving a Memorandum of Understanding (MOU) between the City of Bondurant and the University of Iowa's Master of Public Affairs (MPA) Capstone Team. The MOU outlines a partnership for the 2025–2026 academic year in which the Capstone Team will develop resources to support the potential creation of a "Friends of the Parks" nonprofit organization. Deliverables will include a final report, policy memo, presentation, and a legal and process guide detailing incorporation steps, sample legal documents, and strategic planning recommendations. The agreement does not involve financial compensation between the parties, as costs are covered through the University's Initiative for Sustainable Communities partnership.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260217-65
2. U of I MOU

CITY OF BONDURANT
RESOLUTION NO. 260217-65

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BONDURANT AND THE UNIVERSITY OF IOWA MASTER OF PUBLIC AFFAIRS CAPSTONE TEAM

WHEREAS the City of Bondurant continues to experience significant growth and is committed to strengthening and sustaining its parks and recreation system; and

WHEREAS the City desires to explore the formation of a “Friends of the Parks” nonprofit organization to support volunteerism, fundraising, and long-term sustainability efforts; and

WHEREAS the University of Iowa Master of Public Affairs Capstone Team has offered to partner with the City to provide research, analysis, and guidance related to the potential formation of such an organization; and

WHEREAS a Memorandum of Understanding has been prepared to outline the roles and responsibilities of the parties for the 2025–2026 academic year; and

WHEREAS the City Council finds that entering into said Memorandum of Understanding is in the best interests of the City of Bondurant.

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

1. The Memorandum of Understanding between the City of Bondurant and the University of Iowa Master of Public Affairs Capstone Team is hereby approved.
2. The Mayor and City Clerk are authorized and directed to execute said Memorandum of Understanding on behalf of the City.
3. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed this 17th 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				

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") sets forth the terms and understanding between the City of Bondurant and the University of Iowa's Master of Public Affairs ("MPA") Capstone Team, where both parties agree to the following:

I. BACKGROUND

The City of Bondurant is growing at a record pace and is adding many new parks, recreational facilities, and related services to accommodate this growth. Bondurant's rapid growth brings exciting opportunities—and new challenges—for our parks and recreation system. While new parks and public spaces are being added to meet the needs of our expanding community, the operating funds may not grow at the same pace. This moment presents a unique opportunity: by partnering with a "Friends of the Parks" organization, Bondurant can tap into community support through volunteerism and fundraising to help our parks not only keep up, but truly flourish.

II. PROJECT SCOPE

The City of Bondurant would like the MPA Capstone Team to provide resources to support the future creation of a "Friends of" nonprofit organization. The MPA Capstone Team will focus on identifying the legal and regulatory steps for incorporating a nonprofit, including organizational structure, fundraising and public engagement strategies, and a framework for long-term sustainability. The MPA Capstone Team will provide various deliverables outlined below.

III. PROJECT DELIVERABLES

A. **Final Report** will include a comprehensive summary of the MPA Capstone Team work throughout the academic year, including Bondurant's Community Profile, a Literature Review analyzing nonprofit formation, importance, & sustainability, Methods and Analysis used to inform the information and recommendations in the Legal and Process Guide deliverable, and the resulting recommendations for the future "Friends of" organization leaders.
B. **Policy Memo** will present the final report in a memo format that distills the most important information down to an abbreviated document for decision-makers.
C. **Final Presentation** will include the key elements and findings of the project, the steps moving forward for legal incorporation, and strategic planning tools.

D. **Legal and Process Guide** will include the following:

a. **Step-by-Step Instructions** will include the procedural and legal steps, both required and recommended, to create the "Friends of" nonprofit organization.
b. **Sample Legal Documents** will include suggested examples of Articles of Incorporation and Bylaws.
c. **Strategic Plan** will include a suggested timeline of activities and their related resources to aid in the organization's long-term sustainability. Some of these will include Mission/Vision Statement options, Board Composition recommendations, Public Engagement Strategies, Volunteer Recruitment suggestions, and Fundraising Goals and Opportunities.

Any project deliverables prepared for the Project Partner shall become the property of the Project Partner. Additionally, research conducted by University of Iowa faculty, staff, and students exists in the public domain.

IV. METHODS

The MPA Capstone anticipates completing the following methods:

A. Literature Review will include summaries of academic articles, online resources, news articles, and/or toolkits to inform the project recommendations and deliverables.
B. Case Comparisons will include identifying and analyzing both similar and dissimilar nonprofit organizations to determine successful tools and experiences to inform the project recommendations and deliverables.
C. Expert Interviews will include speaking with nonprofit professionals and existing "Friends of" organization leaders to determine best practices and learned lessons for Iowa nonprofits, especially "Friends of" organizations, to provide the best advice to the future leaders of Bondurant's "Friends of" nonprofit.
D. Stakeholder Interviews will include new and continuing conversations with Bondurant City Personnel, the Parks and Recreation Board, and other community stakeholders, as appropriate, to inform the MPA Capstone Team's recommendations and deliverables.

V. CONTACTS

Capstone Team:

- Lex Baumann, Juris Doctor-Master of Public Affairs Student, alexandra-baumann@uiowa.edu
- Sara Ernster, Juris Doctor-Master of Public Affairs Student, sara-ernster@uiowa.edu

Community Partner:

- Katie Klus, Communications & Events Coordinator, City of Bondurant, kklus@cityofbondurant.com

Advisors:

- Sarah Hofmeyer, Assistant Professor, SPPA, sarah-hofmeyer@uiowa.edu
- Ashley Laux, Assistant Director, IISC, jashley-laux@uiowa.edu
- Travis Kraus, Director, IISC, travis-kraus@uiowa.edu

VI. PROJECT TERM

The MPA Capstone Team will be working on the project during the University of Iowa's 2025-2026 Academic Year, ending May 8, 2026. Final deliverables will be reviewed by Faculty Advisors and IISC staff following the semester and delivered to Project Partners by June 30, 2026.

VII. PROJECT COSTS

This project is part of a partnership between the Project Partners and the University of Iowa's Initiative for Sustainable Communities (IISC). The IISC partnership contract details the financial agreement, specifying that IISC covers normal expenses related to this MOU. The parties acknowledge and agree that this MOU does not otherwise entail any financial compensation, reimbursement, or monetary exchange between them.

VIII. AGREEMENTS

A. **The MPA Project Team** agrees to conduct themselves as ethical professionals and perform the assigned duties to the best of their abilities. The MPA Project Team will not engage in any activity, including accessing confidential information or the collection of data, without the permission of the Project Partner. They will respect the confidentiality of all organizational and client information provided by the agency and will not share it with persons outside the agency without permission. The MPA Project Team will meet the time requirements and notify the Project Partner in advance if unable to come during the agreed upon hours. The MPA Project Team agrees to immediately notify the Project Partner if problems arise during the performance of their duties. The MPA Project Team will not be expected to provide secretarial support, direct services to clients or the public, transport others, or supervise minors or vulnerable populations. If problems cannot be resolved with the Project Partner within a reasonable period, the MPA Project Team will notify the Faculty Advisors.

B. **The Project Partner** agrees to willingly provide guidance and assistance throughout the capstone project. The Project Partner agrees to provide an ethical work environment that is free from harassment and discrimination and will address issues immediately, should they arise. The Project Partner will meet regularly with the MPA Project Team to provide feedback on their progress on projects, areas of growth, and to review responsibilities. They will provide the MPA Project Team with access to adequate information, assistance, and staff cooperation to enable the MPA Project

Team to fulfill their responsibilities and capstone project. In the case that the Project Partner leaves the agency, they are responsible for identifying a replacement Project Partner to fulfill the commitment.

C. **The Project Partner** agrees to periodic check-ins with the Faculty Advisors to assess progress and performance. If, during the project or completion of the capstone project, an issue arises that cannot be resolved by the Project Partner or in the case that the MPA Project Team's performance does not meet expectations, the Project Partner will contact the Faculty Advisors.

D. **The Faculty Advisors** agree to provide consultation to both the MPA Project Team and Project Partner, as needed, throughout the semester. They will help resolve issues, answer questions, and provide support, as needed. The Faculty Advisors will conduct a mid-semester assessment of MPA Project Team performance. They will consult weekly the MPA Project Team for updates or to address problems as they arise. The Faculty Advisors will review final materials before they are submitted to the Project Partner.

IX. SIGNATURES

Alexandra Baumann

Alexandra Baumann

Sara Ernster Digitally signed by Sara Ernster Date: 2025.12.05 14:04:08 -06'00'

Sara Ernster

Katie Klus Digitally signed by Katie Klus Date: 2026.02.10 15:04:47 -06'00'

Katie Klus

Sarah Hofmeyer

Sarah Hofmeyer

Marketa Oliver

Travis Kraus

Ashley Laux

Ashley Laux

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.y.
For Meeting of 2/17/2026
Reports and Comments

TITLE: Monthly Report

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

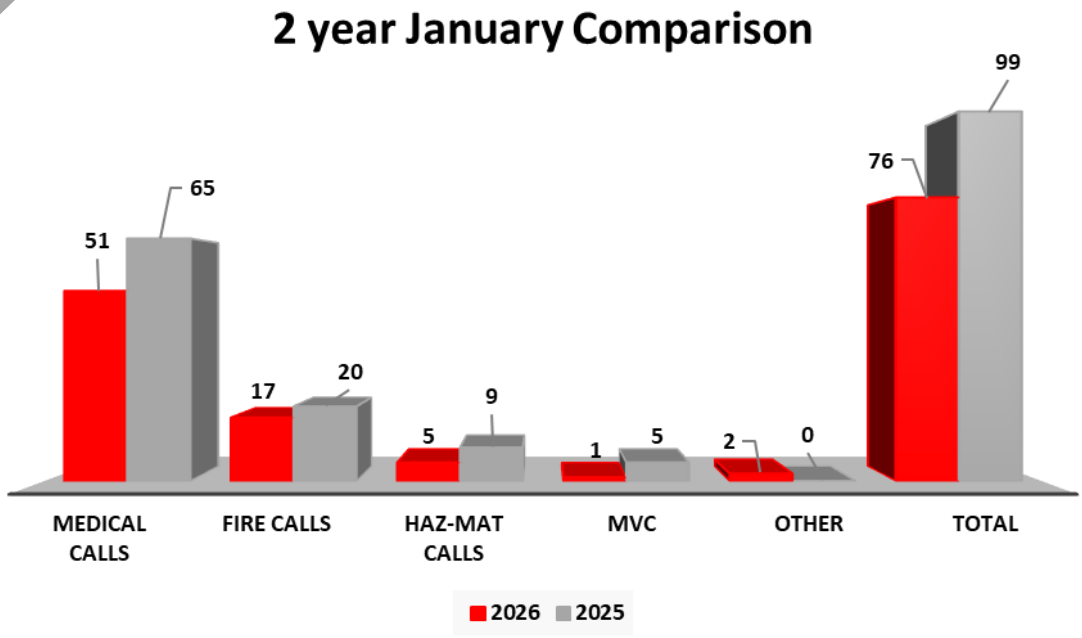
ATTACHMENTS:
1. January Monthly Report

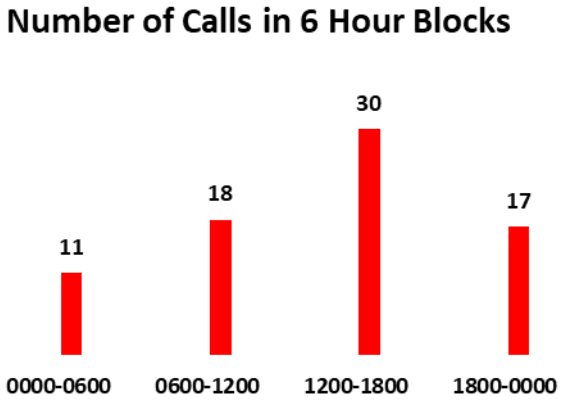
Bondurant Emergency Services

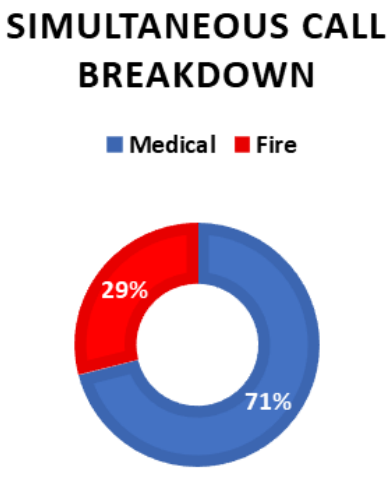
January 2026 Monthly Report



Operational Statistics







9%

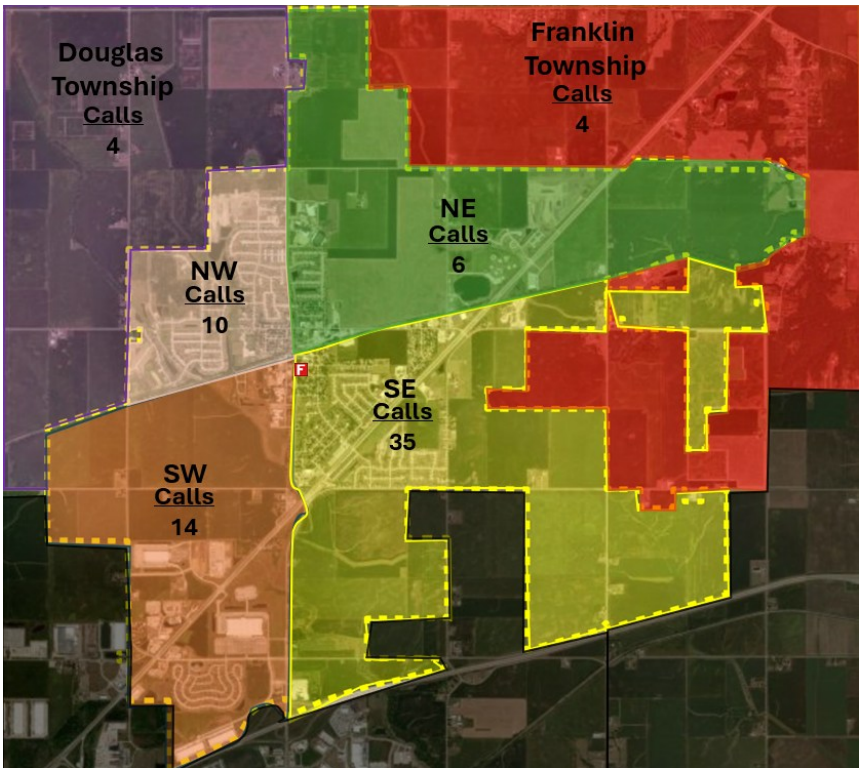
Simultaneous Calls

Simultaneous Calls			
2025		**2026**	
2nd out calls	9	2nd out calls	7
3rd out calls	0	3rd out calls	0
4th+ out calls	0	4th+ out calls	0
TOTAL	**9**	**TOTAL**	**7**
9% Multiple Calls		9% Multiple Calls	

Bondurant
Life Connecting

Operational Statistics

Number of Calls Per District In January

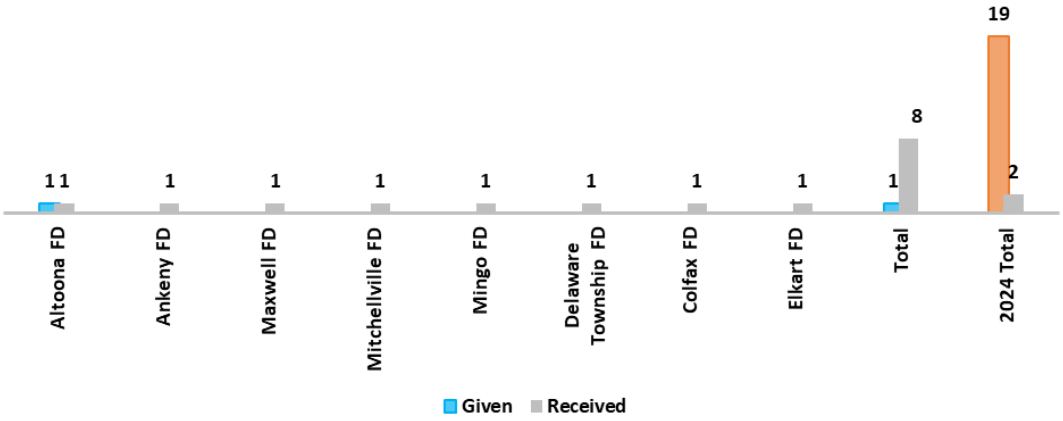


67% EMS

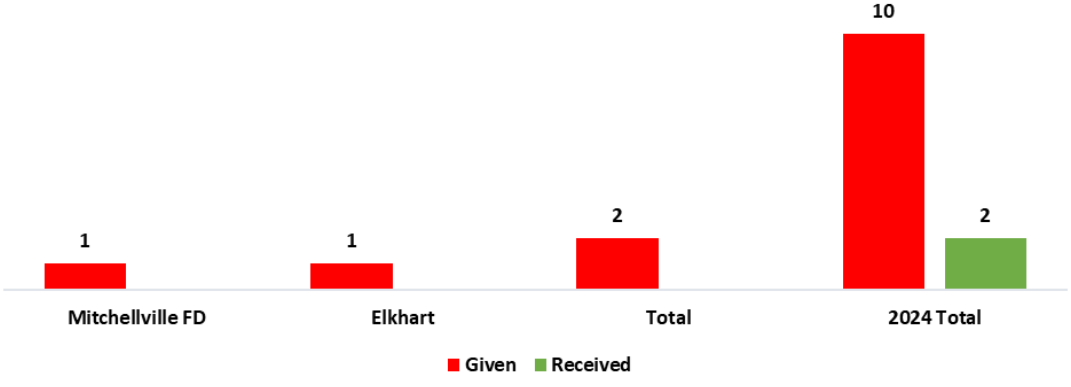
32% Fire

1% MVC

January Automatic Aid Given vs Received



January Mutual Aid Given vs Received

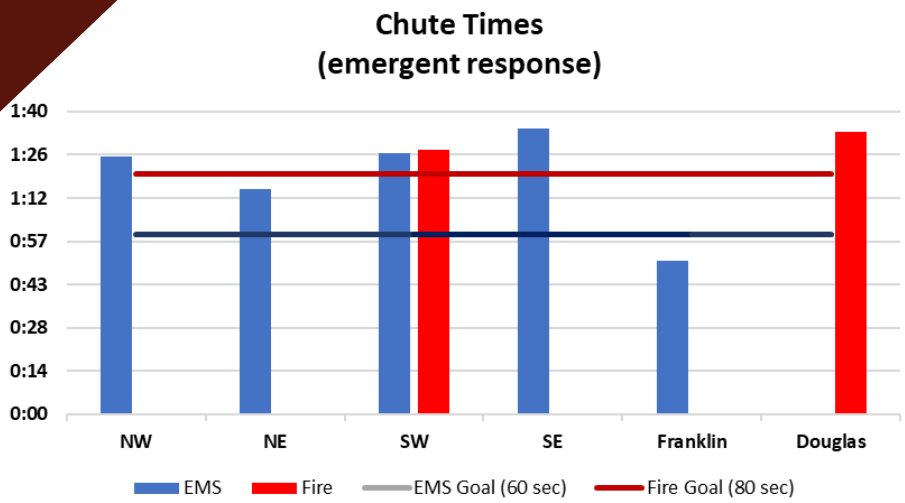


Bondurant
Life Connecting

Operational Statistics

Response Times

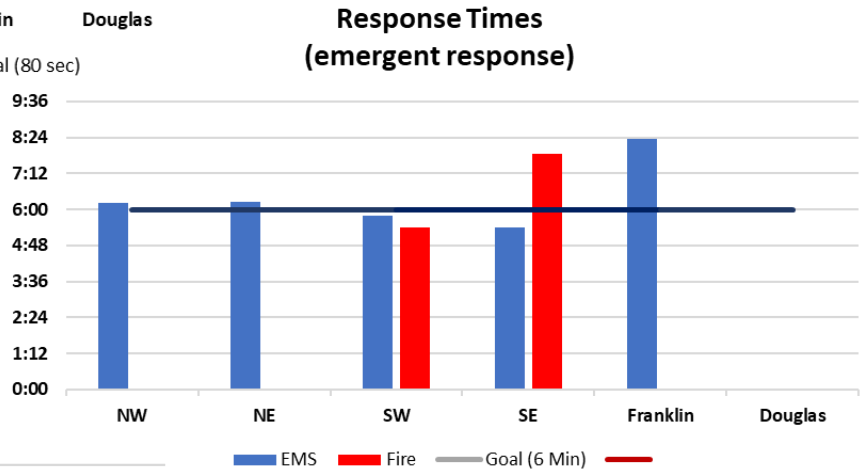
Emergent Response



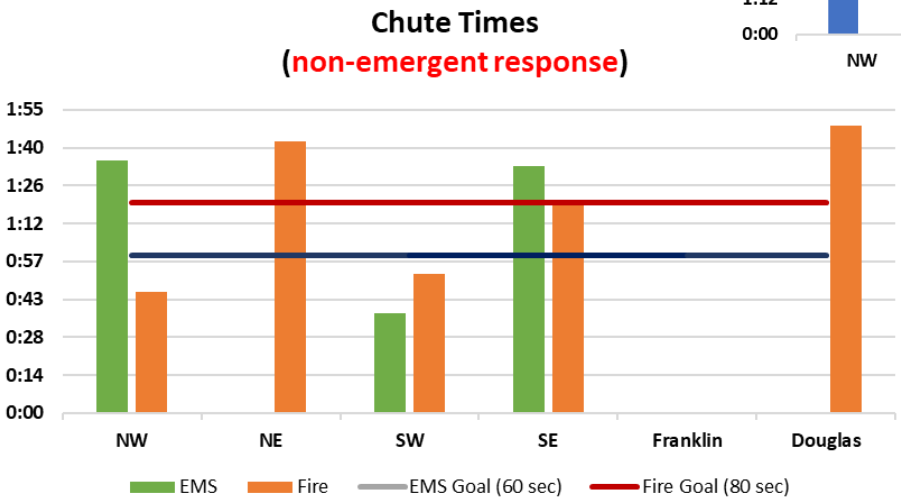
Delayed response due to multiple calls or staffing levels

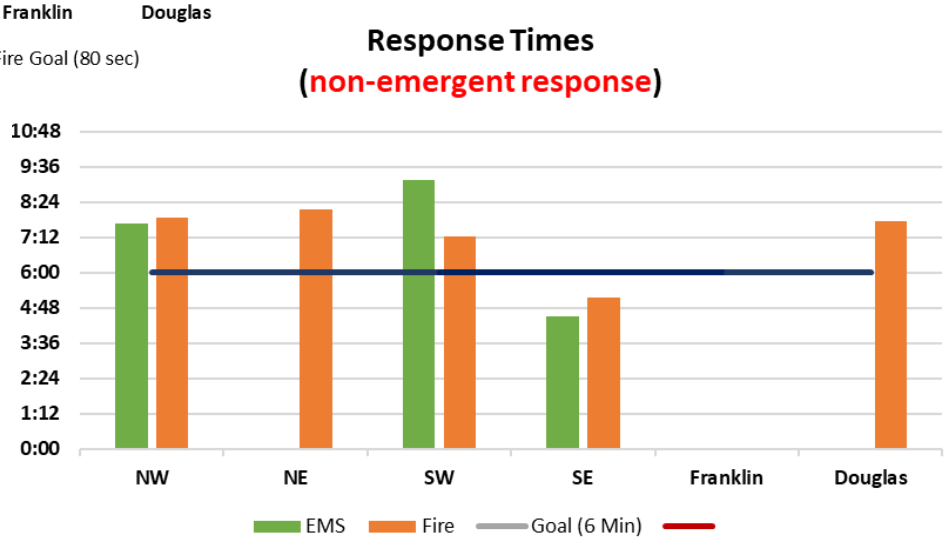
Chute– 2:35

Response– 9:06



Non-Emergent Response





Mutual aid response times to Bondurant

19:40

Bondurant
Life Connecting

Fire Operational Statistics

January Fire Saved vs. Loss					
2025			2026		
Saved	Loss	Total Value	Saved	Loss	Total Value
$	$200	$200	$890,000	$240,000	$1,160,000

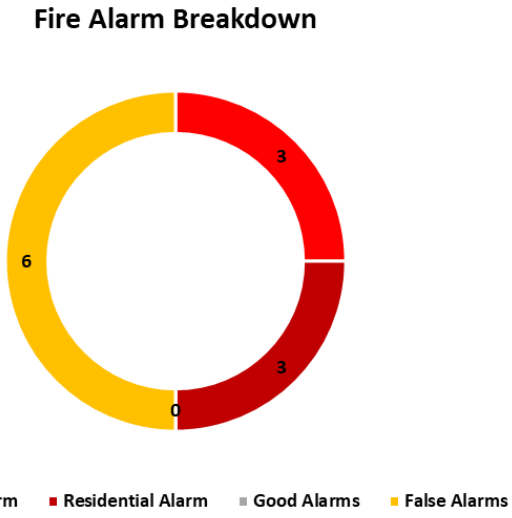


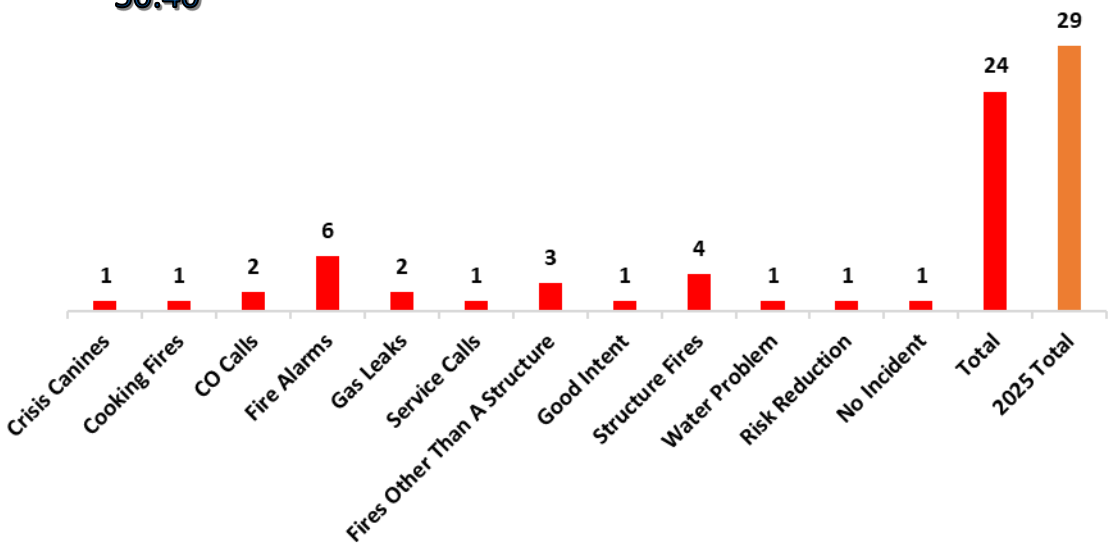




Average Fire Incident Time

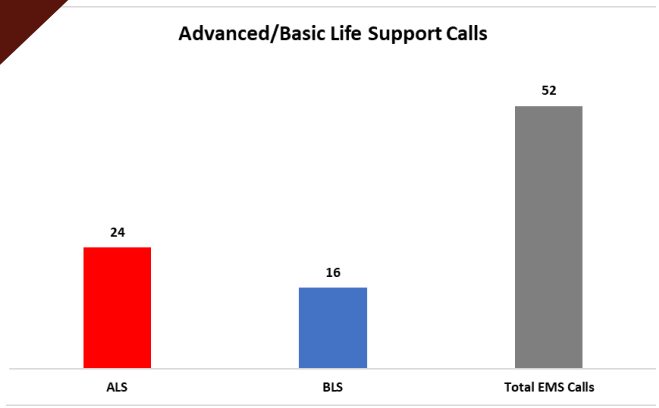
50:40

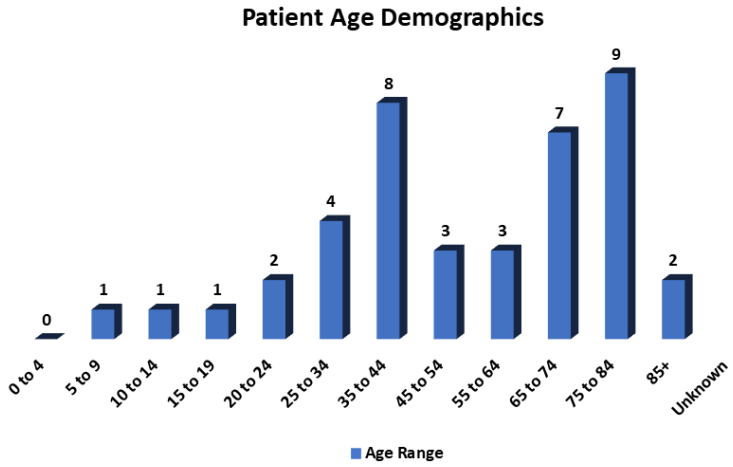


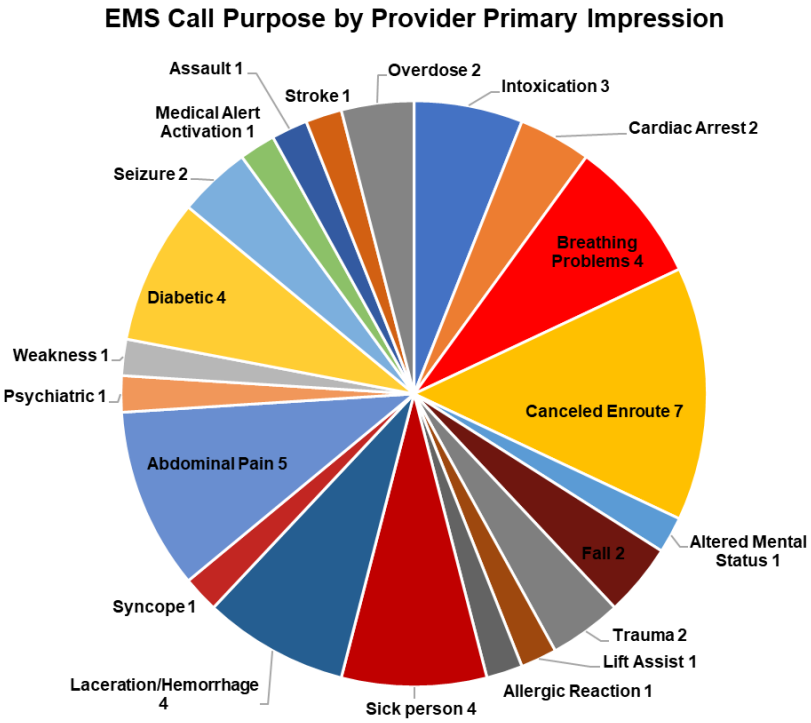


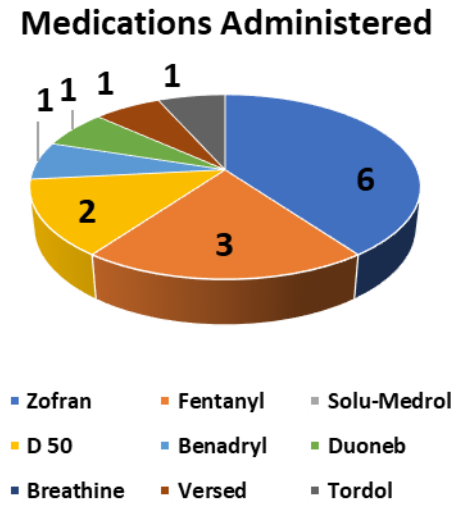
Bondurant
Life Connecting

EMS Operational Statistics





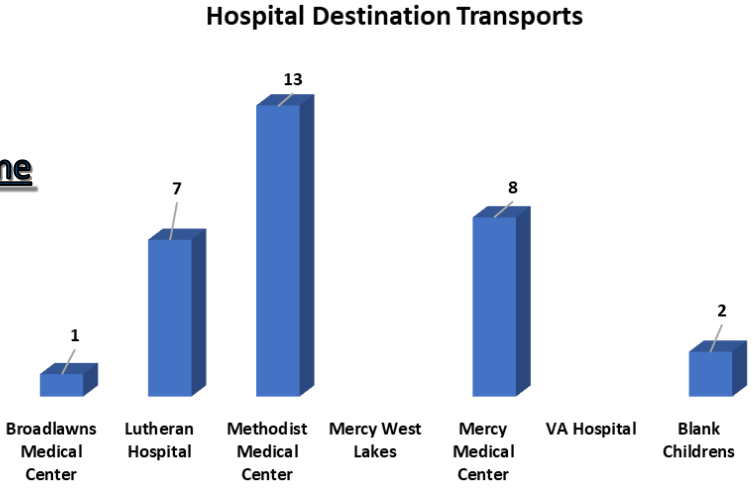






Average EMS Incident Time

59:01



Bondurant
Life Connecting

Training Division

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

Fire Training	EMS Training	Professional Development	SOG's/Protocol Review
Ice Rescue	Mandatory Reporter	Officer's Meeting	Fire Watch
PPE Donning & Doffing	Medication Errors		
	Cardiac Emergencies		
	Diet & Nutrition		
	Environmental		

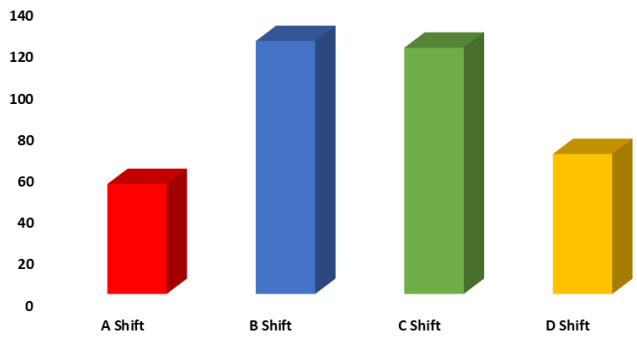








Total Training Hours Per Shift



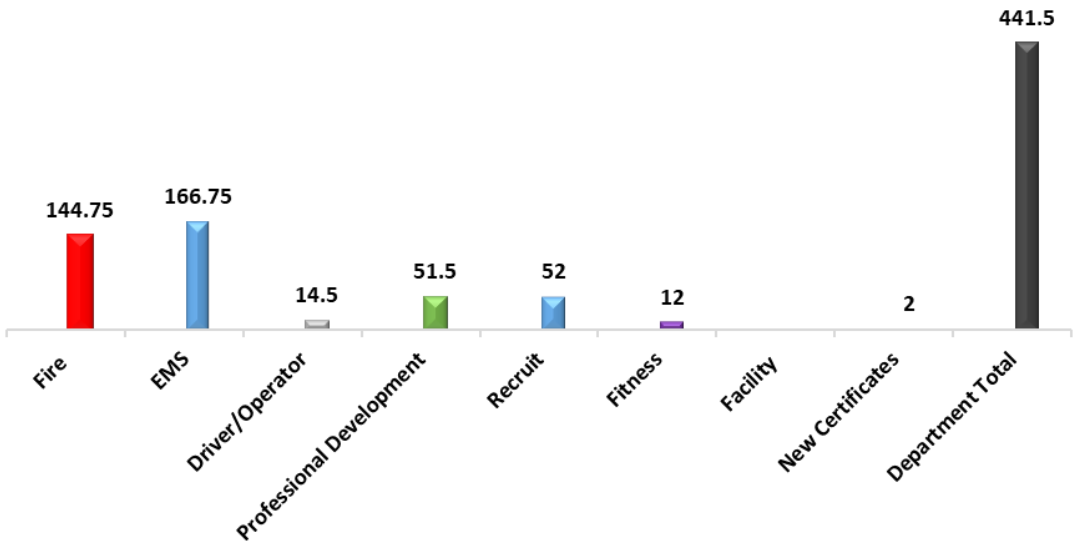
New Clearance

John Kerr– **Paramedic**
Ashton Briggs– **Ladder**

New Certifications

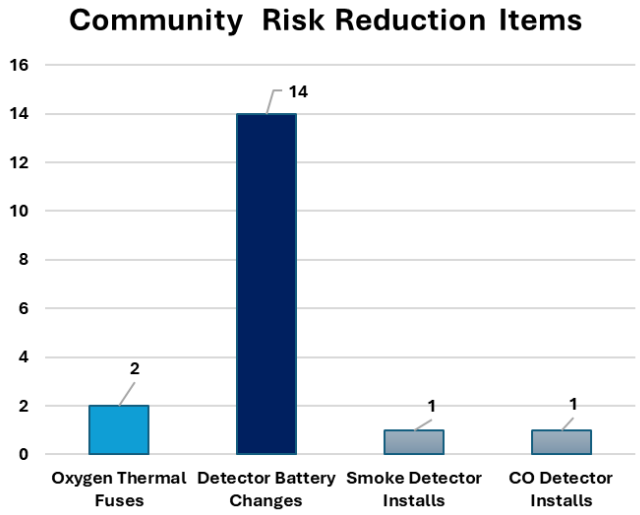
Sarah Merrill– **ICS 400**
Brody Miller– **Instructor I**

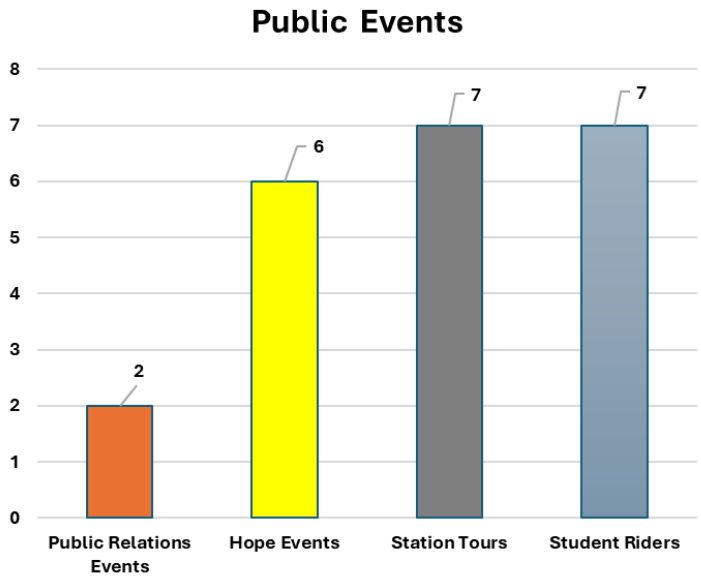
Training Hours By Type



Bondurant
Life Connecting

Community Risk Reduction/ Public Education



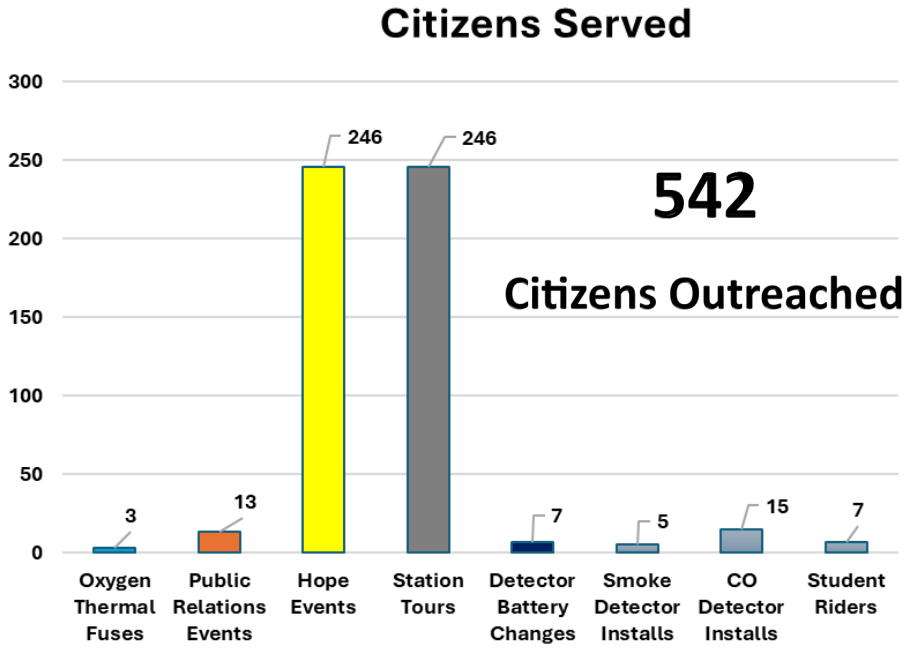




33

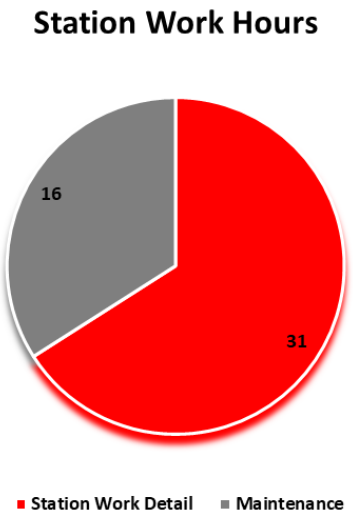
Total

Hours Dedicated



Bondurant
Life Connecting

Code Enforcement & Maintenance





31

Total days an ambulance has been out due to maintenance

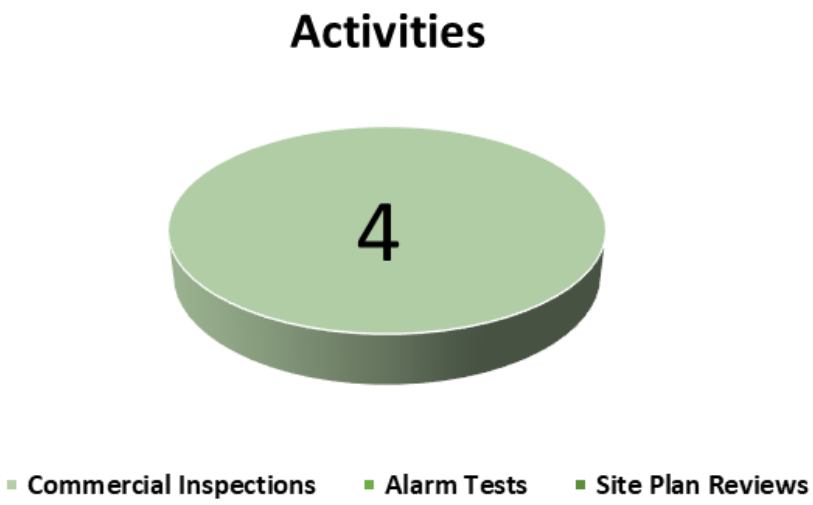
6.5

Total the Tender has been out due to maintenance

2.5

Total days the ladder has been out due to maintenance





Bondurant
Life Connecting

Incidents & Happenings





January 1st– Structure Fire
9000 Blk. NE 72nd St.— Bondurant

E412, A413, T416, C421, & C410 responded for a report of a structure fire. Upon arrival, crews found a large Morton building that was well involved. Crew used multiple handlines to extinguish the fire and multiple tenders for water due to no hydrants. Automatic aid was received from Altoona, Ankeny, Mitchellville, Delaware Township, and Elkhart FDs. A 2nd alarm for tenders was also requested. Crews were on scene for about 5 hours. Two victims were transported to local hospitals. No firefighter injuries were reported.

January 16th– Structure Fire
1000 blk. E. Walnut St.— Elkhart

E412 responded mutual aid for a structure fire. Upon arrival, crews were assigned to fire attack and overhaul. Crews were on scene for almost 2 hours. No injuries were reported.



January 21st– MVC
MM 92 HWY 65 NB— Bondurant

E412, A413, & C421 responded to a semi rollover. Units arrived and found a semi on its side with heavy damage. Patient was assessed on scene.

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

Alexa Braun started as a full-time paramedic. Alexa brings experience from other departments. Welcome Alexa, we are happy to have you.

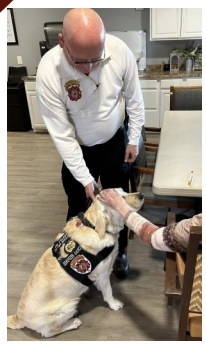


January 28th– Structure Fire
6800 Blk. NE 112th St.— Mitchellville

E412 & C421 responded mutual aid on a 2nd alarm for Mitchellville for a report of a structure fire. Upon arrival, crews found a large house with heavy fire. Crew used multiple handlines to extinguish the fire and multiple tenders for water due to no hydrants. Crews were on scene for about 5 hours. No injuries were reported.

Bondurant
Life Connecting

Public Relations



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

Hope made her weekly visit to Courtyard Estates.





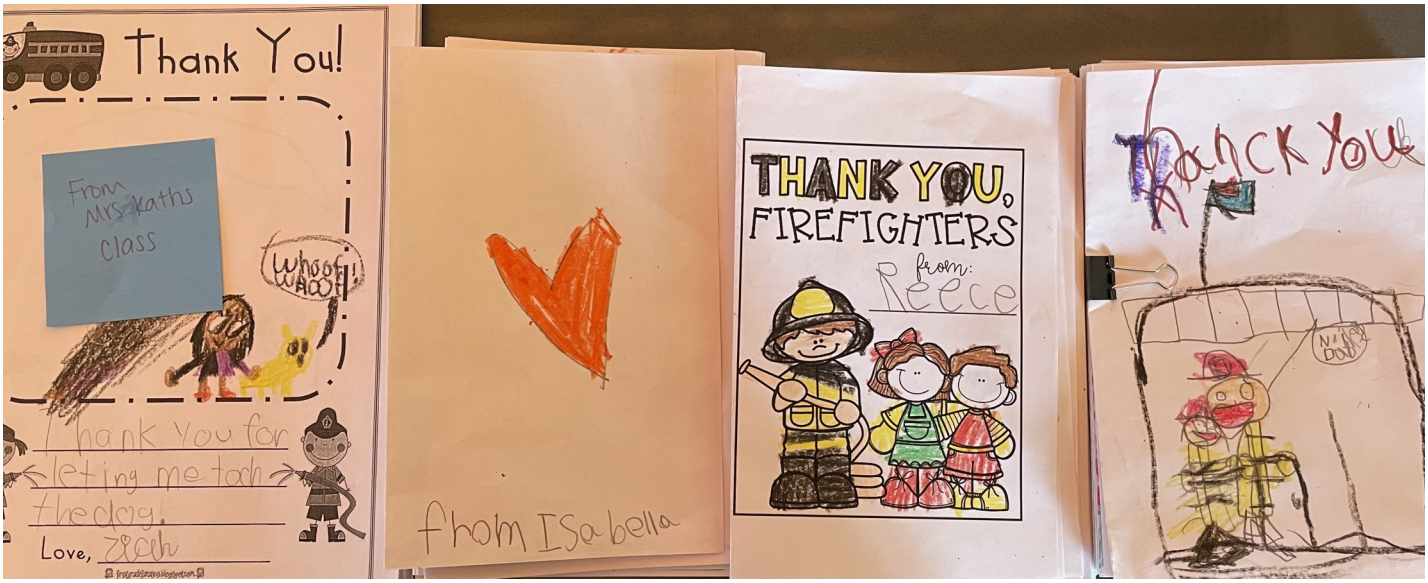
January 13th-16th– Station Tour
500 Campus Dr. SE— Bondurant

1st graders from Morris Elementary stopped down all week to see the new fire station, look at the trucks, and learn about equipment and fire safety. Thanks for coming out and seeing us.

January 27th– Station Tour
500 Campus Dr. SE— Bondurant

Cub Scout group came down to tour the station and learn about the equipment in the trucks. Thanks for coming out and seeing us.

You've Been Caught Doing an Amazing Job!



BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 7.a.
For Meeting of 2/17/2026
Public Hearing

TITLE: Public Hearing regarding for plans and specifications 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.

At the February 2, 2026, a public hearing to begin the process of taking bids for the Shallow Wells 5, 6, and 7 Project was set and now is the time and date for that hearing. Bids are due February 25 and a contract recommendation should be on the Council agenda for March 2, 2026.

FUNDING SOURCE: SRF Funds supported by Water Utility Rates

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. 4 Notice of Public Hearing
2. 5 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 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. 8.a.
For Meeting of 2/17/2026
Discussion Item

TITLE: Discussion and possible action on CMaR contract language changes

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff sent the CMaR contract that Story Construction provided to the city attorney for review. Story has asked for some clarifying language to be added to the city attorney's comments. Staff are in agreement with the changes but wanted to pose a question to council about the possible addition of an early completion bonus to the contractor and, if so, what would council like those terms to be. The original added language from Brick Gentry and the proposed changes by Story Construction are included for your review.

The issue at question is whether or not Council wishes to agree to the following language, "Owner agrees that timely completion of the Work is essential. If Constructor achieves Substantial Completion more than 30 calendar days prior to the Contract Time, Owner shall pay the Constructor an early completion bonus of $1,500 per calendar day. If Constructor achieves Final Completion more than 30 calendar days prior to the Contract Time, Owner shall pay the Constructor an early completion bonus of $1,000 per calendar day."

If Council is comfortable with including this language, the attached resolution approved the agreement as revised.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Discuss and adopt resolution if the changes are agreeable.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 260217-66
2. Addendum No. 1 to Story Construction Agreement_Bondurant v1
3. Addendum No. 1 to Story Construction Agreement_Bondurant v1 notes by bjc

CITY OF BONDURANT
RESOLUTION NO. 260217-66

A RESOLUTION APPROVING ADDENDUM 1 TO AN AGREEMENT WITH STORY CONSTRUCTON FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE WATER TREATMENT PLANT PROJECT

WHEREAS the City of Bondurant, Iowa ("City") previously entered into an Agreement with Story Construction ("Constructor") for Construction Manager at Risk (CMaR) services related to a public improvement project (the "Project"); and

WHEREAS the City and Constructor desire to amend certain provisions of the Agreement to clarify and modify terms relating to the Guaranteed Maximum Price, contingency, indemnification, insurance, termination, dispute resolution, liquidated damages, public contracting requirements, and related matters; and

WHEREAS Addendum No. 1 provides that in the event of any conflict between the Addendum and the Agreement, the Addendum shall govern; and

WHEREAS Addendum No. 1 strengthens and clarifies provisions including, but not limited to:

- Limiting adjustments to the Guaranteed Maximum Price (GMP) to City Council–approved Change Orders and excluding increases for estimating errors, coordination failures, or known conditions;
- Establishing defined Constructor contingency categories and reporting requirements;
- Requiring enhanced indemnification consistent with Iowa law;
- Increasing insurance requirements and requiring additional insured status for the City;
- Replacing arbitration with venue in the Iowa District Court for Polk County;
- Establishing liquidated damages and early completion bonus provisions; and
- Incorporating mandatory Iowa municipal public contracting provisions, including compliance with Iowa Code Chapters 22, 26A, 91C, and 670.

WHEREAS the City Council finds that approval of Addendum No. 1 is in the best interests of the City and consistent with Iowa law governing municipal public improvements.

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

1. Addendum No. 1 to the Agreement between the City of Bondurant and Story Construction is hereby approved in substantially the form presented to the City Council.

2. The Mayor and City Clerk are hereby authorized and directed to execute Addendum No. 1 on behalf of the City and to take such further action as may be necessary to carry out the intent of this Resolution.
3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed this 17th 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				

Addendum No. 1 to ConsensusDocs 230 Agreement
Between the City of Bondurant and Story Construction

In the event of any conflict or inconsistency between this Addendum No. 1 and the ConsensusDocs 230 Agreement or any other Contract Documents, this Addendum No. 1 shall govern.

2. GUARANTEED MAXIMUM PRICE (GMP)

2.1 Limitation on GMP Adjustments

Replace any contrary language with:

The Guaranteed Maximum Price may be adjusted only by a written Change Order approved in writing by the Owner's City Council. GMP adjustments shall be limited to Owner-directed changes in scope and shall not include costs attributable to estimating errors, coordination failures, subcontractor default, design development within the agreed program, or conditions that the Constructor knew or reasonably should have known during preconstruction.

2.2 No Implied GMP Increases

Interim Directives, field directives, allowances, contingencies, or clarifications shall not modify the GMP unless expressly stated in a Council-approved Change Order.

3. CONSTRUCTOR CONTINGENCY

Replace Section 3.21 with:

Constructor's contingency is for the exclusive purpose of addressing unknown cost variances within the defined scope of Work. Contingency may not be used without prior written approval of the Owner. Contingency shall not be used for means and methods inefficiencies, schedule acceleration, subcontractor errors, or costs otherwise disallowed. Constructor shall provide monthly reporting of contingency usage.

4. DESIGN COORDINATION AND CONSTRUCTABILITY

Add new section:

Constructor acknowledges its role as Construction Manager at Risk and agrees to review the Contract Documents for constructability, coordination, sequencing, and conflicts. Constructor shall promptly identify and report any inconsistencies or errors. Failure to timely report such issues shall constitute a waiver of any claim arising therefrom.

5. INDEMNIFICATION

Replace Article 11.1 with:

To the fullest extent permitted by Iowa law, Constructor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, and agents from and against all claims, damages, losses, fines, penalties, and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, including claims caused in whole or in part by Constructor, Subcontractors, suppliers, or anyone directly or indirectly employed by them. This indemnification obligation shall not be construed to require indemnification for the negligence or willful misconduct of the Owner, except to the extent permitted by Iowa law.

6. INSURANCE

Modify Article 11.2 as follows:

Commercial General Liability: $2,000,000 per occurrence / $5,000,000 aggregate (via umbrella)

Pollution Liability (Contractor-held): minimum $5,000,000

Professional Liability (Preconstruction Services): minimum $2,000,000

Completed operations coverage shall be maintained for a period of not less than three (3) years following Final Completion.

Owner shall be named as Additional Insured on a primary and non-contributory basis for ongoing and completed operations.

7. TERMINATION FOR CONVENIENCE

Replace applicable termination compensation language with:

Upon termination for convenience, Constructor shall be entitled only to payment for Work properly performed to date, supported by documentation, plus reasonable demobilization costs. Constructor shall not be entitled to anticipated profit, unperformed Work, or uncommitted subcontractor costs.

8. DISPUTE RESOLUTION AND VENUE

Replace arbitration provisions with:

Disputes shall be resolved in the Iowa District Court for Polk County, Iowa. The Owner retains all statutory remedies and the right to seek injunctive or declaratory relief. Nothing herein waives governmental immunity.

9. PUBLIC RECORDS

Replace confidentiality provisions with:

All confidentiality obligations are subordinate to Iowa Code Chapter 22. Constructor waives any claim arising from lawful disclosure of records by Owner.

10. LIQUIDATED DAMAGES

Add:

Liquidated Damages. Constructor agrees that timely completion of the Work is essential. If Constructor fails to achieve Substantial Completion by the Contract Time, Constructor shall pay Owner liquidated damages in the amount of $2,500 per calendar day until Substantial Completion is achieved. If Constructor fails to achieve Final Completion by the Contract Time, Constructor shall pay Owner liquidated damages in the amount of $1,000 per calendar day until Final Completion is achieved. The parties agree that actual damages would be difficult to ascertain and that these amounts represent a reasonable estimate of the Owner's damages and are not a penalty. Liquidated damages shall not exceed five percent (5%) of the Guaranteed Maximum Price.

11. SUBCONTRACTORS

Add:

Owner reserves the right to approve or reject key trade subcontractors. All subcontracts shall fully flow down insurance, indemnity, audit, prevailing wage, and public compliance requirements.

12. AUDIT RIGHTS

Replace audit provisions with:

Owner may audit Constructor and subcontractor records relating to the Work at any time during the Project and for five (5) years after Final Payment. Unsupported or improper costs may be disallowed by Owner, subject to the dispute resolution provisions of the Agreement.

13. PUBLIC CONTRACTING REQUIREMENTS

The following provisions are mandatory requirements of Iowa municipal public contracting and shall apply notwithstanding any contrary provision in the Agreement.

13.1 Compliance with Law. Constructor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the Iowa Code, Iowa Administrative Code, and all regulations applicable to municipal public improvements and water utility projects. Failure to comply shall constitute a material breach of the Agreement.

13.2 Prevailing Wage. Constructor and all Subcontractors shall comply with Iowa Code Chapter 91C and all prevailing wage requirements applicable to the Project. Constructor shall indemnify and hold harmless Owner from any claims, penalties, back wages, interest, or attorney's fees arising out of or related to prevailing wage violations.

13.3 Public Records. Constructor acknowledges that Owner is a governmental entity subject to Iowa Code Chapter 22. All records relating to the Project shall be public records unless exempt by law. Constructor waives any claim for damages or equitable relief arising from Owner's lawful disclosure of records.

13.4 Fiscal Funding / Non-Appropriation. Owner's obligations under this Agreement are subject to annual appropriation of funds by the City Council. In the event sufficient funds are not appropriated, Owner may terminate the Agreement without penalty or further obligation, except for payment for Work properly performed to date.

13.5 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of any immunity or defense available to Owner under Iowa Code Chapter 670 or other applicable law.

13.6 Assignment. Constructor shall not assign or transfer this Agreement, in whole or in part, without the prior written consent of Owner, which shall not be unreasonably withheld but must be approved by the City Council.

13.7 E-Verify. Constructor shall comply with all applicable federal immigration laws and shall enroll in and utilize the E-Verify program for all employees performing Work on the Project.

13.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and creates no rights in any third party.

13.9 Records Retention. Constructor shall retain all Project records for a minimum of five (5) years after Final Payment and shall make such records available to Owner upon request.

13.10 Federal Funding Requirements. If any portion of the Project is funded, directly or indirectly, with federal or state grant or loan funds, Constructor shall comply with all applicable federal funding requirements, including but not limited to Davis-Bacon, Buy America, disadvantaged business enterprise requirements, and all conditions attached to federal or state grant or loan funding utilized for the Project.

13.11 Survival. The provisions relating to indemnification, insurance, audit rights, public records, and records retention shall survive termination or expiration of the Agreement.

Addendum No. 1 to ConsensusDocs 230 Agreement
Between the City of Bondurant and Story Construction

In the event of any conflict or inconsistency between this Addendum No. 1 and the ConsensusDocs 230 Agreement or any other Contract Documents, this Addendum No. 1 shall govern.

2. GUARANTEED MAXIMUM PRICE (GMP)

2.1 Limitation on GMP Adjustments

Replace any contrary language with:

The Guaranteed Maximum Price may be adjusted only by a written Change Order approved in writing by the Owner's City Council. GMP adjustments shall be limited to Owner-directed changes in scope and shall not include costs attributable to estimating errors, coordination failures, subcontractor default, ~~design development within the agreed program~~, or conditions that the Constructor knew or reasonably should have known during preconstruction.

Commented [BC1]: Propose striking since GMP will be established after 100% construction documents are completed

2.2 No Implied GMP Increases

Interim Directives, field directives, allowances, contingencies, or clarifications shall not modify the GMP unless expressly stated in a Council-approved Change Order.

3. CONSTRUCTOR CONTINGENCY

Replace Section 3.21 with:

Constructor's contingency shall be established in two separate categories. The first category in the amount of $100,000 is for the exclusive purpose of addressing unknown cost variances within the defined scope of Work. Contingency may not be used without prior written approval of the Owner. Contingency shall not be used for means and methods inefficiencies, schedule acceleration, subcontractor errors, or costs otherwise disallowed. Constructor shall provide monthly reporting of contingency usage.

The second category shall be a percentage of the Cost of Work and established with the GMP. This category is for Constructor's exclusive use to cover costs and expenses incurred by Constructor in its performance of the Work. Constructor's Contingency is not intended to be used for changes in scope or for any item that would be the basis for an increase in the GMP. Constructor shall provide Owner with a contemporaneous accounting of charges against Constructor's Contingency, if applicable, with each application for payment.

4. DESIGN COORDINATION AND CONSTRUCTABILITY

Add new section:

Constructor acknowledges its role as Construction Manager at Risk and agrees to review the Contract Documents for constructability, coordination, sequencing, and conflicts. Constructor shall promptly identify and report any inconsistencies or errors. Failure to timely report such issues shall constitute a waiver of any claim arising therefrom.

5. INDEMNIFICATION

Replace Article 11.1 with:

To the fullest extent permitted by Iowa law, Constructor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, and agents from and against all claims, damages, losses, fines, penalties, and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, including claims caused in whole or in part by Constructor, Subcontractors, suppliers, or anyone directly or indirectly employed by them, to the extent caused by Constructor. This indemnification obligation shall not be construed to require indemnification for the negligence or willful misconduct of the Owner, except to the extent permitted by Iowa law.

6. INSURANCE

Modify Article 11.2 as follows:

Commercial General Liability: $2,000,000 per occurrence / $5,000,000 aggregate (via umbrella)

Pollution Liability (Contractor-held): minimum $~~5~~2,000,000

Professional Liability (Preconstruction Services): minimum $2,000,000

Completed operations coverage shall be maintained for a period of not less than three (3) years following Final Completion.

Owner shall be named as Additional Insured on a primary and non-contributory basis for ongoing and completed operations.

7. TERMINATION FOR CONVENIENCE

Replace applicable termination compensation language with:

Upon termination for convenience, Constructor shall be entitled only to payment for Work properly performed to date, supported by documentation, plus reasonable demobilization costs. Constructor shall not be entitled to anticipated profit, unperformed Work, or uncommitted subcontractor costs.

8. DISPUTE RESOLUTION AND VENUE

Replace arbitration provisions with:

Commented [BC2]: $5M is a high limit and typically see $1M-$2M so propose $2M for the limit

Disputes shall be resolved in the Iowa District Court for Polk County, Iowa. The Owner retains all statutory remedies and the right to seek injunctive or declaratory relief. Nothing herein waives governmental immunity.

9. PUBLIC RECORDS

Replace confidentiality provisions with:

All confidentiality obligations are subordinate to Iowa Code Chapter 22. Constructor waives any claim arising from lawful disclosure of records by Owner.

10. LIQUIDATED DAMAGES

Add:

Liquidated Damages. Constructor agrees that timely completion of the Work is essential. If Constructor fails to achieve Substantial Completion by the Contract Time, Constructor shall have 30 calendar days to achieve Substantial Completion. If Constructor fails to achieve Substantial Completion within the 30 calendar days, Constructor shall pay Owner liquidated damages in the amount of $~~2~~1,500 per calendar day until Substantial Completion is achieved. If Constructor fails to achieve Final Completion by the Contract Time, Constructor shall have 30 calendar days to achieve Final Completion. If Constructor fails to achieve Final Completion within the 30 calendar days, Constructor shall pay Owner liquidated damages in the amount of $1,000 per calendar day until Final Completion is achieved. The parties agree that actual damages would be difficult to ascertain and that these amounts represent a reasonable estimate of the Owner's damages and are not a penalty. Liquidated damages shall not exceed five percent (~~5~~3%) of the Guaranteed Maximum Price.

Owner agrees that timely completion of the Work is essential. If Constructor achieves Substantial Completion more than 30 calendar days prior to the Contract Time, Owner shall pay the Constructor an early completion bonus of $1,500 per calendar day. If Constructor achieves Final Completion more than 30 calendar days prior to the Contract Time, Owner shall pay the Constructor an early completion bonus of $1,000 per calendar day.

Commented [BC3]: Agree time is of the essence and the importance of timely completion. This language provides a +/- 30 day grace period before liquidated damages or bonus is inacted

11. SUBCONTRACTORS

Add:

Owner reserves the right to approve or reject key trade subcontractors in accordance with Iowa Code Chapter 26A. All subcontracts shall fully ~~flow down insurance,~~ indemnity, audit, prevailing wage, and public compliance requirements.

Commented [BC4]: City will have access to our insurance but not subs. The limits may prevent bidder participation and/or increase subs bid cost. Propose striking as its non-material for the City

12. AUDIT RIGHTS

Replace audit provisions with:

Owner may audit Constructor and subcontractor records relating to the Work at any time during the Project and for five (5) years after Final Payment. Unsupported or improper costs may be disallowed by Owner, subject to the dispute resolution provisions of the Agreement.

13. PUBLIC CONTRACTING REQUIREMENTS

The following provisions are mandatory requirements of Iowa municipal public contracting and shall apply notwithstanding any contrary provision in the Agreement.

13.1 Compliance with Law. Constructor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the Iowa Code, Iowa Administrative Code, and all regulations applicable to municipal public improvements and water utility projects. Failure to comply shall constitute a material breach of the Agreement.

13.2 Prevailing Wage. Constructor and all Subcontractors shall comply with Iowa Code Chapter 91C and all prevailing wage requirements applicable to the Project. Constructor shall indemnify and hold harmless Owner from any claims, penalties, back wages, interest, or attorney's fees arising out of or related to prevailing wage violations.

13.3 Public Records. Constructor acknowledges that Owner is a governmental entity subject to Iowa Code Chapter 22. All records relating to the Project shall be public records unless exempt by law. Constructor waives any claim for damages or equitable relief arising from Owner's lawful disclosure of records.

13.4 Fiscal Funding / Non-Appropriation. Owner's obligations under this Agreement are subject to annual appropriation of funds by the City Council. In the event sufficient funds are not appropriated, Owner may terminate the Agreement without penalty or further obligation, except for payment for Work properly performed to date.

13.5 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of any immunity or defense available to Owner under Iowa Code Chapter 670 or other applicable law.

13.6 Assignment. Constructor shall not assign or transfer this Agreement, in whole or in part, without the prior written consent of Owner, which shall not be unreasonably withheld but must be approved by the City Council.

13.7 E-Verify. Constructor shall comply with all applicable federal immigration laws and shall enroll in and utilize the E-Verify program for all employees performing Work on the Project.

13.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and creates no rights in any third party.

13.9 Records Retention. Constructor shall retain all Project records for a minimum of five (5) years after Final Payment and shall make such records available to Owner upon request.

13.10 Federal Funding Requirements. If any portion of the Project is funded, directly or indirectly, with federal or state grant or loan funds, Constructor shall comply with all applicable federal funding requirements, including but not limited to Davis-Bacon, Buy America, disadvantaged business enterprise requirements, and all conditions attached to federal or state grant or loan funding utilized for the Project.

13.11 Survival. The provisions relating to indemnification, insurance, audit rights, public records, and records retention shall survive termination or expiration of the Agreement.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 9.a.
For Meeting of 2/17/2026
Discussion Item

TITLE: Utility Rates Analysis

CONTACT PERSON:
Jene Jess, Assistant City Administrator
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: Utility Rate Review and Calculation Structure Updates
City of Bondurant Enterprise Funds

As part of the City's annual utility rate review, staff evaluated the long-term financial stability of the Water, Sewer, Stormwater, and Solid Waste Enterprise Funds. For all Enterprise Funds, the City has a bond covenant requirement to maintain a minimum 1.10 coverage ratio of net revenues to debt service. This ensures each fund generates sufficient operating margin to support operations, required reserves, and ongoing infrastructure investment.

This agenda item reviews proposed rate adjustments and calculation structure updates necessary to maintain financial stability while continuing to meet the demands of Bondurant's rapid growth.

Stormwater Fund
The Stormwater Enterprise Fund continues to demonstrate stable and healthy cashflow performance. At this time, the City does not allocate every eligible cost that could legally be assigned to the Stormwater Fund. However, reallocating additional expenses would primarily shift charges from one enterprise fund to another rather than materially changing the overall customer bill.

Because the fund's cashflow remains stable, reserves are sufficient, and debt coverage requirements are being met, no change in Stormwater rates or billing structure is recommended at this time.

Water Fund
In 2023, the City adopted a four-year water rate plan in anticipation of severe increases to the cost of purchasing water from Des Moines Water Works, while simultaneously

preparing to construct Bondurant's own water treatment facility.
Since adoption of that plan, two major developments have occurred:

1. Des Moines Water Works imposed an additional Capital Improvement Charge, creating an even more dramatic increase than originally projected, estimated at approximately $300,000 per year.
2. The cost of Bondurant's water treatment facility has increased by more than $12 million, significantly expanding the long-term debt service needs and required revenue coverage.

These changes necessitate an extension of the original rate plan. Staff recommends an additional two years of 12.5% rate increases, followed by two years of 2.5% increases.

Under this revised plan, the average residential water bill is expected to increase by approximately $5.16 per month in FY27 and $6.68 in FY28.
Even with these adjustments, Bondurant's projected metro comparison shows the City will remain competitive and not the highest in the region, despite the higher infrastructure demands created by Bondurant's growth rate.

Sewer Fund
Earlier projections suggested the Sewer Fund may require a significant rate increase beginning in FY26 due to rising treatment and regional partner costs. After further analysis and updated forecasting of the Water Reclamation Authority (WRA), the projected increase is closer to an annual 10% pass-through across all 28E member communities.
Rather than implementing a large consumption rate increase in FY26, staff recommends a structural adjustment to stabilize revenues in FY27.
Currently, Bondurant provides a discount on sewer charges for the first 1,300 gallons of usage. Consumption trends indicate residents are conserving and using fewer gallons each year, which reduces revenues while system costs remain fixed.
To improve revenue stability and align sewer billing with the Water Fund structure, staff recommends eliminating the first-1,300-gallon discount and transitioning to an availability fee plus consumption rate model.
A graduated implementation is recommended:

- FY27: Implement availability fee with approximately half the consumption rate
- FY28: Increase the availability fee by 50%
- FY29: Fully align availability and consumption charges similar to the Water Fund

This change would result in an average sewer bill increase of approximately $9.05 per month in FY27 and $2.09 in FY28.

Interfund Loan Consideration
The Sewer Fund currently carries an interfund loan associated with an economic development project, intended to be repaid through TIF revenues in FY27 and FY28. Due to the settlement between Polk County and Amazon, valuations have been

reduced, creating an unrecoverable loss in projected TIF collections.
Staff recommends converting this obligation into a transfer of surplus revenues and formally forgiving the loan to protect the long-term financial stability of the Sewer Fund.

Solid Waste Fund (Garbage and Recycling)
The Solid Waste Enterprise Fund is supported through user rates that reflect the City's contractual costs for garbage and recycling services. Metro Waste Authority has announced upcoming contract increases that will be passed through to member communities.

- Recycling services are increasing by 3.1%
- Garbage services are currently projected at a 2.7% increase

While the garbage increase is slightly lower, staff recommends applying the same 3.1% adjustment to garbage as well. This approach keeps both services aligned and results in stronger fund cashflow performance over the forecast period.
The recommended garbage adjustment equates to an increase of approximately $0.52 per month per residential bill.
Applying a consistent increase across both service components ensures continued service sustainability while maintaining stable reserves.

Recommendation and Summary
Staff recommends the Council:

1. Maintain Stormwater rates and structure with no changes at this time
2. Adopt the revised Water Fund rate plan with two additional years of 12.5% increases followed by two years of 2.5% increases
3. Approve the phased restructuring of Sewer billing calculations to implement an availability-based model
4. Consider formal action to reclassify the Sewer interfund loan as a transfer due to reduced TIF repayment capacity
5. Approve Solid Waste rate adjustments reflecting a 3.1% pass-through for both recycling and garbage services

These actions ensure compliance with the City's 1.10 net revenue bond coverage requirements, preserve long-term enterprise fund stability, and support Bondurant's continued growth and infrastructure investment needs.
Based on the recommended FY27 adjustments, the average monthly residential bill impacts are estimated as follows:

- Water increase: $5.16 per month
- Sewer increase: $9.05 per month
- Garbage increase: $0.52 per month

The combined total average monthly utility bill increase in FY27 is approximately $14.73 per month.

FUNDING SOURCE: Consumption Rates

STAFF RECOMMENDATION: Discuss and give guidance for rate structure.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. Utility Rate Report

Utility Rate Review and Calculation Structure Updates

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Under this revised plan, the average residential water bill is expected to increase by approximately $5.16 per month in FY27 and $6.68 in FY28.

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The recommended garbage adjustment equates to an increase of approximately $0.52 per month per residential bill.

Applying a consistent increase across both service components ensures continued service sustainability while maintaining stable reserves.

Recommendation and Summary

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- Sewer increase: $9.05 per month
- Garbage increase: $0.52 per month

The combined total average monthly utility bill increase in FY27 is approximately $14.73 per month.

Metro FY 2025-26 Utility Rates

Base on an average bill of 4,000 gallons per month

	Water Rates				*Sewer Rates*				*Storm Water*					
City Name	**Availiblity Charge**	**Rate per 1,000 Gal**	**Usage Billed**	**Total Water Charge**	**Availability Charge**	**Rate per 1,000 Gal**	**Usage Billed**	**Total Sewer Charge**	**ERU sq ft Amount**	**Rate per ERU**	**Storm Water per sq ft**	**Solid Waste**	**Total Bill**	
West Des Moines	$ 4.73	$ 6.78	$ 27.12	$ 31.85	$ 3.77	$ 7.00	$ 28.00	$ 31.77	4,000	$ 9.40	$ 0.00235	$ 13.10	$ 86.12	
Johnston	$ 11.09	$ 8.24	$ 32.96	$ 44.05	$ 9.15	$ 7.72	$ 30.88	$ 40.03	4,000	$ 7.55	$ 0.00189	$ 16.36	$ 107.99	
Des Moines	$ 6.00	$ 5.00	$ 25.00	$ 31.00	$ 4.40	$ 9.84	$ 39.36	$ 43.76	4,900	$ 19.29	$ 0.00394	$ 17.91	$ 111.96	
Grimes	$ 1.62	$ 11.26	$ 45.04	$ 46.66	$ -	$ 10.21	$ 40.84	$ 40.84	10,000	$ 6.38	$ 0.00064	$ 15.69	$ 109.57	
Clive	$ -	$ 8.91	$ 35.64	$ 35.64	$ 9.01	$ 6.86	$ 27.44	$ 36.45	3,667	$ 12.40	$ 0.00338	$ 15.67	$ 100.16	
Altoona	$ 5.50	$ 8.94	$ 35.76	$ 41.26	$ 5.50	$ 11.31	$ 45.24	$ 50.74	4,000	$ 6.00	$ 0.00150	$ 11.72	$ 109.72	
Pleasant Hill	$ 10.00	$ 8.80	$ 44.00	$ 54.00	$ 14.96	$ 8.92	$ 35.68	$ 50.64	3,500	$ 7.00	$ 0.00200	$ 17.43	$ 129.07	
Waukee	$ 14.16	9.61	$ 28.83	$ 42.99	$ 16.10	$ 12.16	$ 36.48	$ 52.58	2,973	$ 8.05	$ 0.00271	$ 20.00	$ 123.62	*Fastest Growing on the metro
Ankeny	$ 21.08	$ 7.24	$ 28.96	$ 50.04	$ 37.60	$ 6.94	$ 27.76	$ 65.36	4,000	$ 7.50	$ 0.00188	$ 16.64	$ 139.54	
Norwalk	$ 7.50	$ 8.88	$ 35.52	$ 43.02	$ 8.50	$ 11.29	$ 45.16	$ 53.66	3,000	$ 8.00	$ 0.00267	$ 17.75	$ 122.43	
Bondurant	$ 10.34	$ 10.34	$ 41.36	$ 51.70	$ 11.03	$ 11.67	$ 35.01	$ 46.04	2,450	$ 6.59	$ 0.00269	$ 16.85	$ 121.18	*Fastest Growing on the metro
Average	$ 8.37	$ 8.55	$ 34.56	$ 42.93	$ 10.91	$ 9.45	$ 35.62	$ 46.53	4226.36	$ 8.92	$ 0.00233	$ 16.28	$ 114.67	

Metro FY 2026-27 Utility Rates

Base on an average bill of 4,000 gallons per month

	Water Rates				*Sewer Rates*				*Storm Water*					
City Name	**Availiblity Charge**	**Rate per 1,000 Gal**	**Usage Billed**	**Total Water Charge**	**Availability Charge**	**Rate per 1,000 Gal**	**Usage Billed**	**Total Sewer Charge**	**ERU sq ft Amount**	**Rate per ERU**	**Storm Water per sq ft**	**Solid Waste**	**Total Bill**	
West Des Moines	$ 4.73	$ 6.98	$ 27.93	$ 32.66	$ 3.77	$ 7.35	$ 29.40	$ 33.17	4,000	$ 9.90	$ 0.00248	$ 13.49	$ 89.23	
Johnston	$ 11.09	$ 8.49	$ 33.95	$ 45.04	$ 9.15	$ 7.95	$ 31.81	$ 40.96	4,000	$ 7.55	$ 0.00189	$ 16.82	$ 110.37	
Des Moines	$ 6.00	$ 5.35	$ 26.75	$ 32.75	$ 4.40	$ 10.53	$ 42.12	$ 46.52	4,900	$ 19.29	$ 0.00394	$ 18.45	$ 117.00	
Grimes	$ 1.62	$ 11.60	$ 46.39	$ 48.01	$ -	$ 10.52	$ 42.07	$ 42.07	10,000	$ 6.38	$ 0.00064	$ 16.16	$ 112.62	
Clive	$ -	$ 9.18	$ 36.71	$ 36.71	$ 9.01	$ 7.07	$ 28.26	$ 37.27	3,667	$ 12.40	$ 0.00338	$ 16.14	$ 102.52	
Altoona	$ 5.50	$ 9.88	$ 39.52	$ 45.02	$ 5.50	$ 11.65	$ 46.59	$ 52.09	4,000	$ 6.00	$ 0.00150	$ 12.07	$ 115.19	
Pleasant Hill	$ 10.00	$ 8.80	$ 44.00	$ 54.00	$ 16.08	$ 9.59	$ 38.36	$ 54.44	3,500	$ 7.00	$ 0.00200	$ 17.92	$ 133.36	
Waukee	$ 14.16	9.61	$ 28.83	$ 42.99	$ 16.10	$ 12.16	$ 36.48	$ 52.58	2,973	$ 8.05	$ 0.00271	$ 20.60	$ 124.22	*Fastest Growing on the metro
Ankeny	$ 21.92	$ 7.53	$ 30.12	$ 52.04	$ 40.42	$ 7.46	$ 29.84	$ 70.26	4,000	$ 8.50	$ 0.00213	$ 16.78	$ 147.58	
Norwalk	$ 7.50	$ 9.42	$ 37.68	$ 45.18	$ 8.75	$ 11.63	$ 46.52	$ 55.27	3,000	$ 8.50	$ 0.00283	$ 18.28	$ 127.23	
Bondurant	$ 11.63	$ 11.63	$ 46.52	$ 58.15	$ 5.84	$ 11.67	$ 46.68	$ 52.52	2,450	$ 6.59	$ 0.00269	$ 17.33	$ 134.59	*Fastest Growing on the metro
Average	$ 8.56	$ 8.95	$ 36.22	$ 44.78	$ 10.82	$ 9.78	$ 38.01	$ 48.83	4226.36	$ 9.11	$ 0.00238	$ 16.73	$ 119.45	

Metro FY 2027-28 Utility Rates

Base on an average bill of 4,000 gallons per month

	Water Rates				*Sewer Rates*				*Storm Water*					
City Name	**Availiblity Charge**	**Rate per 1,000 Gal**	**Usage Billed**	**Total Water Charge**	**Availability Charge**	**Rate per 1,000 Gal**	**Usage Billed**	**Total Sewer Charge**	**ERU sq ft Amount**	**Rate per ERU**	**Storm Water per sq ft**	**Solid Waste**	**Total Bill**	
West Des Moines	$ 4.73	$ 7.19	$ 28.77	$ 33.50	$ 3.77	$ 7.72	$ 30.88	$ 34.65	4,000	$ 10.40	$ 0.00260	$ 13.90	$ 92.45	
Johnston	$ 11.09	$ 8.74	$ 34.97	$ 46.06	$ 9.15	$ 8.19	$ 32.76	$ 41.91	4,000	$ 7.55	$ 0.00189	$ 17.32	$ 112.84	
Des Moines	$ 6.00	$ 5.72	$ 28.62	$ 34.62	$ 4.40	$ 11.27	$ 45.06	$ 49.46	4,900	$ 19.29	$ 0.00394	$ 19.00	$ 122.38	
Grimes	$ 1.62	$ 11.95	$ 47.78	$ 49.40	$ -	$ 10.83	$ 43.33	$ 43.33	10,000	$ 6.38	$ 0.00064	$ 16.65	$ 115.76	
Clive	$ -	$ 9.45	$ 37.81	$ 37.81	$ 9.01	$ 7.28	$ 29.11	$ 38.12	3,667	$ 12.40	$ 0.00338	$ 16.62	$ 104.96	
Altoona	$ 5.50	$ 10.91	$ 43.64	$ 49.14	$ 5.50	$ 12.00	$ 47.99	$ 53.49	4,000	$ 6.00	$ 0.00150	$ 12.43	$ 121.07	
Pleasant Hill	$ 10.00	$ 8.80	$ 44.00	$ 54.00	$ 17.29	$ 10.31	$ 41.24	$ 58.53	3,500	$ 7.00	$ 0.00200	$ 18.46	$ 137.99	
Waukee	$ 14.16	9.61	$ 28.83	$ 42.99	$ 16.10	$ 12.16	$ 36.48	$ 52.58	2,973	$ 8.05	$ 0.00271	$ 21.22	$ 124.84	*Fastest Growing on the metro
Ankeny	$ 22.80	$ 7.83	$ 31.32	$ 54.12	$ 43.45	$ 8.02	$ 32.08	$ 75.53	4,000	$ 8.50	$ 0.00213	$ 17.28	$ 155.44	
Norwalk	$ 7.50	$ 9.98	$ 39.92	$ 47.42	$ 9.00	$ 11.98	$ 47.92	$ 56.92	3,000	$ 9.00	$ 0.00300	$ 18.83	$ 132.17	
Bondurant	$ 13.08	$ 13.08	$ 52.32	$ 65.40	$ 8.75	$ 11.67	$ 46.68	$ 55.43	2,450	$ 6.59	$ 0.00269	$ 17.85	$ 145.27	*Fastest Growing on the metro
Average	$ 8.77	$ 9.39	$ 38.00	$ 46.77	$ 11.49	$ 10.13	$ 39.41	$ 50.91	4226.36	$ 9.20	$ 0.00241	$ 17.23	$ 124.10	

City of Bondurant, Iowa
Stormwater Enterprise Fund Cashflows Analysis

Growth Assumptions	
ERUs	variable
Bill Count	5.53%
Operating Expense	11.50%
Annual Average Growth Rate	10.30%

Historical/Proposed Rate Adjustments			
FY23	0.0%	FY28	0.0%
FY24	0.0%	FY29	0.0%
FY25	0.0%	FY30	0.0%
FY26	0.0%	FY31	0.0%
FY27	0.0%	FY32	0.0%

		Audited			Budget			Projected				
	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
Stormwater Sales Based ERUs											
Residential ERUs	34,516	36,339	38,079	38,814	40,367	41,981	43,660	45,407	47,223	49,112	51,077
Other (Gov, Edu, etc.) ERUs	4,260	7,618	7,620	7,992	8,260	8,536	8,822	9,118	9,423	9,739	10,065
Commercial ERUs	47,091	52,153	51,818	50,172	51,245	52,792	53,922	55,076	56,254	57,458	58,688
Stormwater Rates											
Residential Rate per ERU	$ 6.59	$ 6.59	$ 6.59	$ 6.59	$ 6.59	$ 6.59	$ 6.59	$ 6.59	$ 6.59	$ 6.59	$ 6.59
Other (Gov, Edu, etc.) Rate per ERUs	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25
Commercial Rate per ERUs	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25
Bill Count											
Bill Count	31,812	35,175	36,580	37,394	39,462	41,644	43,947	46,377	48,942	51,648	54,505
Average ERU Per Bill Count											
ERUs	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Avg Monthly Residential Bill	$ 6.59	$ 6.59	$ 6.59	$ 6.59	$ 6.59	$ 6.59	$ 6.59	$ 6.59	$ 6.59	$ 6.59	$ 6.59
Change in Avg Monthly Bill	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operating Revenues											
Stormwater Usage Revenues	$ 402,401	$ 433,430	$ 443,397	$ 444,816	$ 459,407	$ 475,973	$ 491,641	$ 507,860	$ 524,653	$ 542,039	$ 560,042
Penalties	$ 3,077	$ 3,513	$ 2,030	$ 2,148	$ 2,770	$ 2,770	$ 2,770	$ 2,770	$ 2,770	$ 2,770	$ 2,770
Stormwater Excise Tax	$ 10,716	$ 11,868	$ 11,790	$ 11,404	$ 11,860	$ 12,335	$ 12,828	$ 13,341	$ 13,875	$ 14,430	$ 15,007
Construction Utility Permits	$ 8,687	$ 12,771	$ 6,667	$ 4,771	$ 8,224	$ 8,224	$ 8,224	$ 8,224	$ 8,224	$ 8,224	$ 8,224
Total Operating Revenues	$ 424,881	$ 461,583	$ 463,884	$ 463,139	$ 482,261	$ 499,302	$ 515,463	$ 532,196	$ 549,522	$ 567,463	$ 586,043
Total Revenue	$ 430,845	$ 469,956	$ 488,274	$ 471,277	$ 490,359	$ 507,359	$ 523,480	$ 540,172	$ 557,459	$ 575,360	$ 593,901

		Audited			Budget			Projected				
	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
Operating Expense											
Salaries & Personnel	$ 95,775	$ 107,272	$ 112,491	$ 127,609	$ 132,244	$ 142,381	$ 148,076	$ 153,999	$ 160,159	$ 166,566	$ 173,228
Group Insurance	$ 43,894	$ 51,150	$ 56,058	$ 59,384	$ 62,721	$ 67,641	$ 69,670	$ 71,760	$ 73,913	$ 76,131	$ 78,414
Utilities, Repairs & Maintanence	$ 6,133	$ 13,482	$ 2,198	$ 3,096	$ 3,187	$ 3,282	$ 3,380	$ 3,482	$ 3,586	$ 3,694	$ 3,805
Contract Services	$ 86,054	$ 112,099	$ 37,926	$ 43,664	$ 44,141	$ 45,466	$ 63,696	$ 65,607	$ 67,575	$ 69,602	$ 71,690
Administrative Expense	$ 1,728	$ 2,193	$ 3,052	$ 4,525	$ 4,525	$ 4,661	$ 4,801	$ 4,945	$ 5,093	$ 5,246	$ 5,403
Stormwater Excise Tax	$ 10,643	$ 11,807	$ 11,942	$ 11,404	$ 11,860	$ 12,335	$ 12,828	$ 13,341	$ 13,875	$ 14,430	$ 15,007
Miscellanious	$ -			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional O&M for New Public Works Building	$ -	$ -	$ -	$ -			$ -	$ -	$ 35,596	$ 36,664	$ 37,764
Total Operating Expense	$ 244,227	$ 298,003	$ 223,666	$ 249,682	$ 258,678	$ 275,766	$ 302,452	$ 313,135	$ 359,798	$ 335,668	$ 347,548
Total Expense	$ 408,351	$ 438,623	$ 642,261	$ 579,662	$ 506,239	$ 529,603	$ 537,118	$ 545,857	$ 595,229	$ 568,684	$ 583,438
Operating Income	**$ 180,654**	**$ 163,580**	**$ 240,218**	**$ 213,457**	**$ 223,583**	**$ 223,536**	**$ 213,011**	**$ 219,061**	**$ 189,724**	**$ 231,795**	**$ 238,495**
Investment Interest	$ 5,964	$ 8,373	$ 24,390	$ 8,138	$ 8,097	$ 8,057	$ 8,017	$ 7,977	$ 7,937	$ 7,897	$ 7,858
Net Revenue For Debt	**$ 186,618**	**$ 171,953**	**$ 264,608**	**$ 221,595**	**$ 231,680**	**$ 231,593**	**$ 221,028**	**$ 227,038**	**$ 197,660**	**$ 239,692**	**$ 246,352**
Stormwater Debt Service											
2020E	$ 142,400	$ 140,400	$ 138,400	$ 141,400	$ 139,300	$ 142,200	$ 140,000	$ 137,800	$ 140,600	$ 138,300	$ 141,000
Proposed 2028A G.O. (Public Works Building)	$ -	$ -	$ -	$ -	$ -	$ -	$ 38,030	$ 38,286	$ 38,194	$ 38,079	$ 38,252
Total Stormwater Revenue Debt	$ 142,400	$ 140,400	$ 138,400	$ 141,400	$ 139,300	$ 142,200	$ 178,030	$ 176,086	$ 178,794	$ 176,379	$ 179,252
Debt Service Coverage											
Net Revenues/Revenue Debt	1.31	1.22	1.91	1.57	1.66	1.63	1.24	1.29	1.11	1.36	1.37

Revenue loans requires as least 1.1X coverage

	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
Net Revenue After Debt	**$ 44,218**	**$ 31,553**	**$ 126,208**	**$ 80,195**	**$ 92,380**	**$ 89,393**	**$ 42,998**	**$ 50,952**	**$ 18,867**	**$ 63,313**	**$ 67,100**
Bond Proceeds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfer In/Out	$ (20,700)	$ 3,177	$ (236,825)	$ (77,925)	$ (103,261)	$ (106,637)	$ (6,637)	$ (6,637)	$ (6,637)	$ (6,637)	$ (6,637)
Capital Outlay	$ (1,023)	$ (220)	$ (43,370)	$ (110,655)	$ (5,000)	$ (5,000)	$ (50,000)	$ (50,000)	$ (50,000)	$ (50,000)	$ (50,000)
Annual Surplus/(Deficit)	$ 22,495	$ 34,510	$ (153,987)	$ (108,385)	$ (15,881)	$ (22,244)	$ (13,639)	$ (5,685)	$ (37,770)	$ 6,676	$ 10,463
Unrestricted Cash	**$ 357,888**	**$ 392,398**	**$ 238,411**	**$ 130,026**	**$ 114,145**	**$ 91,902**	**$ 78,263**	**$ 72,578**	**$ 34,808**	**$ 41,484**	**$ 51,947**
Beginning Cash (Fund Balance)	$ 335,393	$ 357,888	$ 392,398	$ 238,411	$ 130,026	$ 114,145	$ 91,902	$ 78,263	$ 72,578	$ 34,808	$ 41,484
Ending Cash (Fund Balance)	$ 357,888	$ 392,398	$ 238,411	$ 130,026	$ 114,145	$ 91,902	$ 78,263	$ 72,578	$ 34,808	$ 41,484	$ 51,947
Cash as a % of Expenses	147%	132%	107%	52%	44%	33%	26%	23%	10%	12%	15%

City of Bondurant, Iowa
Water Enterprise Fund Cashflows Analysis

Growth Assumptions	
Gallons Sold	4%
Bill Count	4%
Operating Expense	11.50%
Interest Rate	
Water Supply Growth Rate	2.45%

Historical/Proposed Water Revenue Adjustments					
FY18	0.0%	FY23	13.5%	FY28	12.5%
FY19	2.2%	FY24	12.5%	FY29	2.5%
FY20	5.0%	FY25	12.5%	FY30	2.5%
FY21	5.0%	FY26	12.5%	FY31	2.5%
FY22	5.0%	FY27	12.5%	FY32	2.5%

		Audited		Budget			Projected				
	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
Water Sales											
Total Water Gallons Sold	180,901,200	179,638,000	182,500,300	177,332,800	181,700,750	189,268,780	196,839,531	204,713,112	212,901,637	221,417,702	230,274,411
Urban	175,240,200	174,499,700	177,474,900	172,834,200	176,357,550	183,711,852	191,060,326	198,702,739	206,650,849	214,916,883	223,513,558
Rural	5,661,000	5,138,300	5,025,400	4,498,600	5,343,200	5,556,928	5,779,205	6,010,373	6,250,788	6,500,820	6,760,853
Water Rates											
Urban Rate per 1,000 Gal/Month	$ 7.20	$ 8.17	$ 9.19	$ 10.34	$ 11.63	$ 13.08	$ 13.41	$ 13.75	$ 14.09	$ 14.44	$ 14.80
Rural Rate per 1,000 Gal/Month	$ 10.80	$ 12.26	$ 13.79	$ 15.51	$ 17.45	$ 19.63	$ 20.12	$ 20.62	$ 21.13	$ 21.66	$ 22.20
Availability Fee for Urban	$ 7.20	$ 8.17	$ 9.19	$ 10.34	$ 11.63	$ 13.08	$ 13.41	$ 13.75	$ 14.09	$ 14.44	$ 14.80
Availability Fee for Rural	$ 10.80	$ 12.26	$ 13.79	$ 15.51	$ 17.45	$ 19.63	$ 20.12	$ 20.62	$ 21.13	$ 21.66	$ 22.20
Bill Count											
Urban	42,538	44,947	46,735	47,854	49,768	51,759	53,829	55,982	58,222	60,551	62,973
Rural	1,183	1,196	1,210	1,212	1,222	1,232	1,242	1,252	1,262	1,272	1,282
Average Gallons Per Bill Count											
Urban	4,120	3,882	3,797	3,612	3,544	3,549	3,549	3,549	3,549	3,549	3,549
Rural	4,785	4,296	4,153	3,712	4,373	4,512	4,654	4,802	4,954	5,110	5,272
Avg Monthly Urban Bill	$ 36.86	$ 39.89	$ 44.09	$ 47.68	$ 52.84	$ 59.52	$ 61.01	$ 62.54	$ 64.10	$ 65.70	$ 67.34
Change in Avg Monthly Bill	$ 2.43	$ 3.03	$ 4.20	$ 3.60	$ 5.16	$ 6.68	$ 1.49	$ 1.53	$ 1.56	$ 1.60	$ 1.64
Operating Revenues											
Water Usage Revenues	$ 1,343,110	$ 1,503,358	$ 1,693,049	$ 1,943,195	$ 2,144,250	$ 2,512,698	$ 2,678,536	$ 2,855,320	$ 3,043,771	$ 3,244,660	$ 3,458,807
Availability Charges	$ 319,050	$ 381,874	$ 446,175	$ 513,608	$ 600,118	$ 701,373	$ 746,874	$ 795,351	$ 847,000	$ 902,030	$ 960,663
Penalties	$ 11,651	$ 12,495	$ 13,314	$ 11,651	$ 13,571	$ 13,571	$ 13,571	$ 13,571	$ 13,571	$ 13,571	$ 13,571
Bulk Water Sales	$ 69,789	$ 64,831	$ 57,155	$ 67,438	$ 64,803	$ 64,803	$ 64,803	$ 64,803	$ 64,803	$ 64,803	$ 64,803
Water Connection Fees	$ 87,452	$ 238,941	$ 83,592	$ 95,827	$ 98,798	$ 101,860	$ 117,745	$ 117,745	$ 117,745	$ 117,745	$ 117,745
Water & Admin Fees	$ 75,703	$ 84,727	$ 66,642	$ 80,778	$ 82,539	$ 84,338	$ 86,177	$ 88,055	$ 89,975	$ 91,936	$ 93,941
Water Excise Tax	$ 100,654	$ 114,311	$ 128,951	$ 145,973	$ 165,241	$ 187,053	$ 211,744	$ 239,695	$ 271,334	$ 307,150	$ 347,694
Miscellaneous Revenues	$ 26,154	$ 20,500	$ 16,164	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Operating Revenues	$ 2,033,563	$ 2,421,037	$ 2,505,043	$ 2,858,471	$ 3,169,320	$ 3,665,697	$ 3,919,450	$ 4,174,539	$ 4,448,199	$ 4,741,895	$ 5,057,224
Total Revenue	$ 2,066,890	$ 2,476,437	$ 2,625,998	$ 2,962,862	$ 3,273,189	$ 3,769,047	$ 4,022,283	$ 4,276,858	$ 4,550,006	$ 4,843,193	$ 5,158,015

		Audited		Budget			Projected				
	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
DMWW Wtd Avg Rate/1000 Gal	$ 3.16	$ 3.44	$ 3.65	$ 3.92	$ 4.23	$ 4.49	$ 4.74	$ 4.98	$ 5.22	$ 5.48	$ 5.74
Average Cost Per 1,000 Gallons	$ 3.15	$ 3.53	$ 3.92	$ 3.92	$ 3.92	$ 3.92	$ 3.92	$ 3.92	$ 3.92	$ 3.92	$ 3.92
SEP Rate per 1,000 Gallons	$ 0.38	$ 0.42	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25
Total Water Purchased	234,417,775	237,319,180	252,424,630	265,045,862	278,298,155	292,213,062	306,823,715	322,164,901	338,273,146	355,186,804	372,946,144
% Water Loss	*22.8%*	*24.3%*	*27.7%*	*33.1%*	*34.7%*	*35.2%*	*35.8%*	*36.5%*	*37.1%*	*37.7%*	*38.3%*

		Audited		Budget			Projected				
	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
Operating Expense											
Salaries & Personnel	$ 235,311	$ 268,300	$ 284,583	$ 337,235	$ 360,617	$ 374,704	$ 389,692	$ 405,280	$ 421,491	$ 438,350	$ 455,884
Group Insurance	$ 95,111	$ 105,427	$ 116,776	$ 135,287	$ 143,024	$ 154,118	$ 160,280	$ 166,691	$ 173,359	$ 180,293	$ 187,505
Utilities, Repairs & Maintanence	$ 64,167	$ 53,425	$ 75,943	$ 94,795	$ 94,795	$ 97,640	$ 101,546	$ 105,607	$ 109,832	$ 114,225	$ 118,794
Contract Services	$ 30,918	$ 32,272	$ 42,341	$ 159,894	$ 160,442	$ 165,255	$ 170,213	$ 175,319	$ 180,579	$ 185,996	$ 191,576
Administrative Expense	$ 7,135	$ 9,929	$ 8,914	$ 18,350	$ 18,350	$ 16,480	$ 16,974	$ 17,484	$ 18,008	$ 18,548	$ 19,105
Water Excise Tax	$ 99,009	$ 114,311	$ 128,951	$ 145,973	$ 165,241	$ 187,053	$ 211,744	$ 239,695	$ 271,334	$ 307,150	$ 347,694
Des Moines Waterworks-Water	$ 826,578	$ 935,197	$ 1,050,642	$ 1,515,515	$ 1,514,439	$ 757,220	$ -	$ -	$ -	$ -	$ -
Miscellanious	$ -	$ -	$ 67,510	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional O&M for New Plant	$ -	$ -	$ -	$ -		$ 76,135	$ 78,419	$ 80,772	$ 83,195	$ 85,691	$ 88,261
Additional O&M for New Public Works Building	$ -	$ -	$ -	$ -			$ -	$ -	$ 172,985	$ 178,174	$ 183,519
Total Operating Expense	$ 1,358,228	$ 1,518,862	$ 1,775,661	$ 2,407,049	$ 2,456,908	$ 1,828,605	$ 1,128,868	$ 1,190,847	$ 1,430,782	$ 1,508,428	$ 1,592,339
Total Expense	$ 2,162,044	$ 1,910,694	$ 2,391,255	$ 3,211,951	$ 3,523,528	$ 3,342,297	$ 4,233,526	$ 4,374,647	$ 4,608,910	$ 4,915,862	$ 5,426,886

Operating Income	**$ 675,334**	**$ 902,174**	**$ 729,382**	**$ 451,422**	**$ 712,412**	**$ 1,837,093**	**$ 2,790,582**	**$ 2,983,692**	**$ 3,017,417**	**$ 3,233,467**	**$ 3,464,884**
Investment Interest	$ 33,327	$ 55,400	$ 120,955	$ 104,391	$ 103,869	$ 103,350	$ 102,833	$ 102,319	$ 101,807	$ 101,298	$ 100,792
Net Revenue For Debt	**$ 708,661**	**$ 957,574**	**$ 850,337**	**$ 555,813**	**$ 816,281**	**$ 1,940,442**	**$ 2,893,415**	**$ 3,086,011**	**$ 3,119,224**	**$ 3,334,765**	**$ 3,565,676**
Water Debt Service											
City of Pleasant Hill	$ 55,662	$ 56,238	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023 SRF Loan (Water Tower & Mains)	$ -	$ 19,843	$ 116,776	$ 353,002	$ 497,000	$ 497,040	$ 496,940	$ 496,700	$ 496,320	$ 496,800	$ 497,120
Proposed 2026 SRF Loan (Water Treatment Plant)	$ -	$ -	$ -	$ -	$ 88,845	$ 634,606	$ 1,970,865	$ 2,178,973	$ 2,174,048	$ 2,403,335	$ 2,829,433
Total Water Revenue Debt	$ 55,662	$ 76,081	$ 116,776	$ 353,002	$ 585,845	$ 1,131,646	$ 2,467,805	$ 2,675,673	$ 2,670,368	$ 2,900,135	$ 3,326,553
G.O. Debt Service											
2014A G.O. Bonds	$ 81,715	$ 80,215	$ 133,715	$ 135,610	$ 132,190	$ 128,590	$ 129,750	$ -	$ -	$ -	$ -
Proposed 2028A G.O. (Public Works Building)	$ -	$ -	$ -	$ -	$ -	$ -	$ 152,118	$ 153,142	$ 152,775	$ 152,314	$ 153,009
Total Water Revenue Debt	$ 137,377	$ 156,296	$ 250,491	$ 488,612	$ 718,035	$ 1,260,236	$ 2,749,673	$ 2,828,815	$ 2,823,143	$ 3,052,449	$ 3,479,562
Debt Service Coverage											
Net Revenues/Revenue Debt	12.73	12.59	7.28	1.57	1.39	1.71	1.17	1.15	1.17	1.15	1.07
Net Revenues/Revenue All Debt	5.16	6.13	3.39	1.14	1.14	1.54	1.05	1.09	1.10	1.09	1.02

SRF loans requires as least 1.1X coverage

	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
Net Revenue After Debt	**$ 571,284**	**$ 801,278**	**$ 599,846**	**$ 67,201**	**$ 98,246**	**$ 680,206**	**$ 143,742**	**$ 257,196**	**$ 296,081**	**$ 282,316**	**$ 86,114**
Bond Proceeds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfer In/Out	$ (17,100)	$ (59,626)	$ (103,500)	$ (156,290)	$ (188,585)	$ (88,656)	$ (188,585)	$ (188,585)	$ (188,585)	$ (188,585)	$ (188,585)
Capital Outlay	$ (593,676)	$ (99,828)	$ (144,827)	$ (160,000)	$ (160,000)	$ (164,800)	$ (166,400)	$ (166,400)	$ (166,400)	$ (166,400)	$ (166,400)
Annual Surplus/(Deficit)	$ (39,492)	$ 641,824	$ 351,519	$ (249,089)	$ (250,339)	$ 426,750	$ (211,243)	$ (97,789)	$ (58,904)	$ (72,669)	$ (268,871)
Unrestricted Cash	**$ 1,175,803**	**$ 1,817,627**	**$ 2,169,145**	**$ 1,920,056**	**$ 1,669,717**	**$ 2,096,468**	**$ 1,885,224**	**$ 1,787,435**	**$ 1,728,531**	**$ 1,655,862**	**$ 1,386,991**
Beginning Cash (Fund Balance)	$ 1,215,294	$ 1,175,803	$ 1,817,627	$ 2,169,145	$ 1,920,056	$ 1,669,717	$ 2,096,468	$ 1,885,224	$ 1,787,435	$ 1,728,531	$ 1,655,862
Ending Cash (Fund Balance)	$ 1,175,803	$ 1,817,627	$ 2,169,145	$ 1,920,056	$ 1,669,717	$ 2,096,468	$ 1,885,224	$ 1,787,435	$ 1,728,531	$ 1,655,862	$ 1,386,991
Cash as a % of Expenses	87%	120%	122%	80%	68%	115%	167%	150%	121%	110%	87%

City of Bondurant, Iowa
Sewer Enterprise Fund Cashflows Analysis

Growth Assumptions	
Gallons Sold	3%
Bill Count	5%
Operating Expense	11.50%
Annual Average Growth Rate	10.30%

*** this would change from a discount of the first 1300 gallons to an availablity fee just like water**

Historical/Proposed Rate Adjustments			
FY23	0.0%	FY28	0.0%
FY24	0.0%	FY29	5.0%
FY25	0.0%	FY30	5.0%
FY26	0.0%	FY31	5.0%
FY27	0.0%	FY32	5.0%

	Audited FY2023	Audited FY2024	Budget FY2025	Budget FY2026	FY2027*	Projected FY2028	Projected FY2029	FY2030	FY2031	FY2032	FY2033
Sewer Sales Based on Water Sales											
Total Water Gallons Sold	145,607,000	150,242,900	153,494,100	155,271,400	159,929,542	165,027,428	169,978,251	175,077,599	180,329,927	185,739,824	191,312,019
Less the first 1300	102,430,100	104,651,900	106,064,900	106,812,600	120,789,742	123,930,638	126,826,622	129,768,388	132,755,255	135,786,419	138,860,944
Sewer Rates											
Rate per 1,000 Gal/Month	$ 11.67	$ 11.67	$ 11.67	$ 11.67	$ 11.67	$ 11.67	$ 12.25	$ 12.87	$ 13.51	$ 14.18	$ 14.89
Availability Fee for first 1,300 Gallons*	$ 11.03	$ 11.03	$ 11.03	$ 11.03	$ 5.84	$ 8.75	$ 12.25	$ 12.87	$ 13.51	$ 14.18	$ 14.89
Bill Count											
Sewer Bill Count	33,213	35,070	36,484	37,276	39,140	41,097	43,152	45,309	47,575	49,953	52,451
Average Gallons Per Bill Count											
Gallons	4,384	4,284	4,207	4,165	4,086	4,016	3,939	3,864	3,790	3,718	3,647
Avg Monthly Urban Bill	$ 47.02	$ 45.85	$ 44.96	$ 44.47	$ 53.52	$ 55.61	$ 60.52	$ 62.58	$ 64.72	$ 66.93	$ 69.22
Change in Avg Monthly Bill		$ (1.17)	$ (0.90)	$ (0.49)	$ 9.05	$ 2.09	$ 4.91	$ 2.06	$ 2.13	$ 2.21	$ 2.29
Operating Revenues											
Sewer Usage Revenues	$ 1,195,359	$ 1,221,288	$ 1,237,777	$ 1,271,101	$ 1,866,378	$ 1,925,870	$ 2,082,828	$ 2,252,579	$ 2,436,164	$ 2,634,712	$ 2,849,441
Availability Charges	$ 366,339	$ 386,822	$ 402,419	$ 411,154	$ 228,381	$ 359,700	$ 528,758	$ 582,956	$ 642,709	$ 708,587	$ 781,217
Penalties	$ 11,480	$ 11,486	$ 10,399	$ 11,210	$ 11,122	$ 11,122	$ 11,122	$ 11,122	$ 11,122	$ 11,122	$ 11,122
Sewer Connection Fees	$ 197,409	$ 502,978	$ 82,053	$ 36,936	$ 37,088	$ 38,200	$ 39,346	$ 40,526	$ 41,742	$ 42,994	$ 44,284
Sewer Excise Tax	$ 13,936	$ 13,757	$ 13,263	$ 14,006	$ 14,426	$ 14,859	$ 15,305	$ 15,764	$ 16,237	$ 16,724	$ 17,226
Miscellaneous Revenues	$ 528,249	$ 24,181	$ 22,964	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Operating Revenues	$ 2,312,772	$ 2,160,512	$ 1,768,874	$ 1,744,408	$ 2,157,395	$ 2,349,751	$ 2,677,360	$ 2,902,948	$ 3,147,975	$ 3,414,139	$ 3,703,290
Total Revenue	$ 2,391,609	$ 2,255,632	$ 1,893,611	$ 1,807,193	$ 2,219,867	$ 2,411,910	$ 2,739,209	$ 2,964,487	$ 3,209,206	$ 3,475,065	$ 3,763,911

	Audited FY2023	Audited FY2024	Budget FY2025	Budget FY2026	FY2027	Projected FY2028	Projected FY2029	FY2030	FY2031	FY2032	FY2033
Operating Expense											
Salaries & Personnel	$ 207,819	$ 241,169	$ 257,024	$ 316,719	$ 393,302	$ 409,302	$ 425,674	$ 442,701	$ 460,409	$ 478,825	$ 497,978
Group Insurance	$ 86,637	$ 95,566	$ 108,178	$ 143,291	$ 144,855	$ 156,985	$ 161,695	$ 166,545	$ 171,542	$ 176,688	$ 181,989
Utilities, Repairs & Maintanence	$ 17,732	$ 14,006	$ 11,547	$ 81,173	$ 81,295	$ 83,734	$ 86,246	$ 88,833	$ 91,498	$ 94,243	$ 97,070
Contract Services	$ 29,144	$ 68,781	$ 34,238	$ 112,643	$ 143,186	$ 147,481	$ 151,905	$ 156,463	$ 161,156	$ 165,991	$ 170,971
Administrative Expense	$ 6,152	$ 3,466	$ 10,880	$ 12,603	$ 12,603	$ 12,982	$ 13,371	$ 13,773	$ 14,186	$ 14,611	$ 15,050
Sewer Excise Tax	$ 13,805	$ 13,748	$ 13,263	$ 14,006	$ 14,426	$ 14,859	$ 15,305	$ 15,764	$ 16,237	$ 16,724	$ 17,226
WRA-Sewer	$ 185,494	$ 201,565	$ 192,903	$ 165,675	$ 182,243	$ 200,467	$ 220,513	$ 242,565	$ 266,821	$ 293,503	$ 322,854
Miscellanious	$ -	$ 1,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional O&M for New Public Works Building	$ -	$ -	$ -	$ -			$ -	$ -	$ 355,573	$ 366,240	$ 377,227
Total Operating Expense	$ 546,783	$ 639,301	$ 628,033	$ 846,110	$ 971,910	$ 1,025,810	$ 1,074,710	$ 1,126,644	$ 1,537,422	$ 1,240,587	$ 1,303,138
Total Expense	$ 2,219,280	$ 1,847,460	$ 3,068,821	$ 2,411,897	$ 2,482,607	$ 2,413,682	$ 2,787,789	$ 2,942,524	$ 3,459,191	$ 3,281,537	$ 3,476,261
Total WRA Expense	$ 804,847	$ 900,781	$ 801,280	$ 908,779	$ 999,657	$ 1,099,623	$ 1,209,585	$ 1,330,543	$ 1,463,598	$ 1,609,957	$ 1,770,953
Operating Income	**$ 1,765,989**	**$ 1,521,210**	**$ 1,140,841**	**$ 898,298**	**$ 1,185,485**	**$ 1,323,941**	**$ 1,602,650**	**$ 1,776,304**	**$ 1,610,552**	**$ 2,173,552**	**$ 2,400,152**
Investment Interest	$ 78,837	$ 95,120	$ 124,738	$ 62,786	$ 62,472	$ 62,159	$ 61,849	$ 61,539	$ 61,232	$ 60,926	$ 60,621
Net Revenue For Debt	**$ 1,844,827**	**$ 1,616,331**	**$ 1,265,579**	**$ 961,083**	**$ 1,247,957**	**$ 1,386,101**	**$ 1,664,499**	**$ 1,837,843**	**$ 1,671,784**	**$ 2,234,478**	**$ 2,460,773**
Sewer Debt Service											
WRA Debt	$ 381,687	$ 412,952	$ 490,460	$ 514,431	$ 565,874	$ 622,462	$ 684,708	$ 753,178	$ 828,496	$ 911,346	$ 1,002,480
2020C	$ 218,405	$ 219,298	$ 220,058	$ 220,685	$ 221,180	$ 216,543	$ 216,905	$ 219,775	$ 217,233	$ 217,198	$ 217,030
Urban Service Polk County	$ 91,135	$ -	$ 196,592	$ 106,758	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Proposed 2028A G.O. (Public Works Building)	$ -	$ -	$ -	$ -	$ -	$ -	$ 152,118	$ 153,142	$ 152,775	$ 152,314	$ 153,009
Total Sewer Revenue Debt	$ 691,227	$ 632,250	$ 907,109	$ 841,874	$ 787,054	$ 839,004	$ 1,053,731	$ 1,126,095	$ 1,198,504	$ 1,280,857	$ 1,372,519
Debt Service Coverage											
Net Revenues/Revenue Debt	2.67	2.56	1.40	1.14	1.59	1.65	1.58	1.63	1.39	1.74	1.79

SRF loans requires as least 1.1X coverage

	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
Net Revenue After Debt	**$ 1,153,600**	**$ 984,081**	**$ 358,469**	**$ 119,209**	**$ 460,903**	**$ 547,097**	**$ 610,768**	**$ 711,748**	**$ 473,280**	**$ 953,621**	**$ 1,088,254**
Bond Proceeds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfer In/Out	$ (221,388)	$ (214,744)	$ (1,413,629)	$ (245,190)	$ (222,053)	$ (22,124)	$ (188,585)	$ (188,585)	$ (188,585)	$ (188,585)	$ (188,585)
WRA Capital Outlay, R&R, Reserve	$ (237,666)	$ (286,264)	$ (117,917)	$ (228,673)	$ (251,540)	$ (276,694)	$ (304,364)	$ (334,800)	$ (368,280)	$ (405,108)	$ (445,619)

Capital Outlay	$ (522,217)	$ (74,901)	$ (2,133)	$ (250,050)	$ (250,050)	$ (250,050)	$ (166,400)	$ (166,400)	$ (166,400)	$ (166,400)	$ (166,400)	
Annual Surplus/(Deficit)	$ 172,329	$ 408,172	$ (1,175,210)	$ (604,704)	$ (262,741)	$ (1,772)	$ (48,581)	$ 21,963	$ (249,985)	$ 193,527	$ 287,650	
Unrestricted Cash	**$ 2,122,811**	**$ 2,530,982**	**$ 1,355,772**	**$ 751,068**	**$ 488,328**	**$ 486,556**	**$ 437,976**	**$ 459,938**	**$ 209,954**	**$ 403,481**	**$ 691,131**	
Beginning Cash (Fund Balance)	$ 1,950,482	$ 2,122,811	$ 2,530,982	$ 1,355,772	$ 751,068	$ 488,328	$ 486,556	$ 437,976	$ 459,938	$ 209,954	$ 403,481	
Ending Cash (Fund Balance)	$ 2,122,811	$ 2,530,982	$ 1,355,772	$ 751,068	$ 488,328	$ 486,556	$ 437,976	$ 459,938	$ 209,954	$ 403,481	$ 691,131	
Cash as a % of Expenses	388%	396%	216%	89%	50%	47%	41%	41%	14%	33%	53%	

City of Bondurant, Iowa
Garbage/Recyling Fund Cashflows Analysis

Growth Assumptions	
Bill Count	variable
Operating Expense	7.33%
Average Revenue Growth Rate	5.30%

Historical/Proposed Rate Adjustments			
FY23	0.0%	FY28	0.0%
FY24	4.1%	FY29	0.0%
FY25	0.0%	FY30	0.0%
FY26	0.0%	FY31	3.0%
FY27	3.1%	FY32	0.0%

	Audited			Budget			Projected				
	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
Services											
96 Gallon Trash	30,272	33,397	33,087	33,322	34,838	36,423	38,081	39,813	41,625	43,519	45,499
96 Gallon Trash additional	872	995	1,149	1,548	1,618	1,692	1,769	1,850	1,934	2,022	2,114
48 Gallon Trash	643	635	585	562	536	511	488	465	444	423	404
Recylcling	31,642	33,649	34,676	35,432	36,190	37,415	38,215	39,033	39,869	40,722	41,593
Rates											
96 Gallon Trash	$ 11.32	$ 11.72	$ 11.72	$ 11.72	$ 12.08	$ 12.08	$ 12.08	$ 12.08	$ 12.45	$ 12.45	$ 12.45
96 Gallon Trash additional	$ 11.32	$ 11.72	$ 11.72	$ 11.72	$ 12.08	$ 12.08	$ 12.08	$ 12.08	$ 12.45	$ 12.45	$ 12.45
48 Gallon Trash	$ 11.32	$ 11.72	$ 11.72	$ 11.72	$ 12.08	$ 12.08	$ 12.08	$ 12.08	$ 12.45	$ 12.45	$ 12.45
Recylcling	$ 4.90	$ 5.13	$ 5.13	$ 5.13	$ 5.29	$ 5.29	$ 5.29	$ 5.29	$ 5.45	$ 5.45	$ 5.45
Avg Monthly Residential Bill	$ 16.22	$ 16.85	$ 16.85	$ 16.85	$ 17.37	$ 17.37	$ 17.37	$ 17.37	$ 17.89	$ 17.89	$ 17.89
Change in Avg Monthly Bill	$ -	$ 0.63	$ -	$ -	$ 0.52	$ -	$ -	$ -	$ 0.52	$ -	$ -
Operating Revenues											
Garbage Revenues	$ 367,501	$ 398,690	$ 416,150	$ 428,902	$ 446,994	$ 466,738	$ 487,408	$ 509,045	$ 547,642	$ 572,053	$ 597,598
Recylcling	$ 154,778	$ 168,717	$ 175,233	$ 181,766	$ 191,140	$ 197,616	$ 201,851	$ 206,176	$ 216,920	$ 221,568	$ 226,316
Sticker Pick Up	$ 9,826	$ 10,727	$ 12,802	$ 8,758	$ 2,770	$ 2,770	$ 2,770	$ 2,770	$ 2,770	$ 2,770	$ 2,770
Penalties	$ 3,495	$ 3,430	$ 3,854	$ 2,461	$ 2,770	$ 2,770	$ 2,770	$ 2,770	$ 2,770	$ 2,770	$ 2,770
Total Operating Revenues	$ 535,601	$ 581,564	$ 608,039	$ 621,886	$ 643,674	$ 669,894	$ 694,799	$ 720,761	$ 770,102	$ 799,161	$ 829,454
Total Revenue	$ 535,694	$ 581,526	$ 607,833	$ 621,886	$ 643,674	$ 669,894	$ 694,799	$ 720,761	$ 770,102	$ 799,161	$ 829,454

	Audited			Budget			Projected				
	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
Operating Expense											
Salaries & Personnel	$ 9,794	$ 10,637	$ 11,030	$ 11,435	$ 11,893	$ 12,250	$ 12,740	$ 13,249	$ 13,779	$ 14,330	$ 14,904
Group Insurance	$ 371	$ 15	$ 48	$ 17	$ 18	$ 18	$ 19	$ 19	$ 20	$ 20	$ 21
Utilities, Repairs & Maintanence	$ 278	$ 341	$ 127	$ 139	$ 158	$ 162	$ 167	$ 172	$ 177	$ 183	$ 188
Contract Services	$ 6,189	$ 6,656	$ 7,937	$ 4,225	$ 6,525	$ 6,525	$ 6,525	$ 6,525	$ 6,525	$ 6,525	$ 6,525
MWA Garbage	$ 333,790	$ 371,512	$ 396,258	$ 418,639	$ 439,151	$ 458,574	$ 478,906	$ 500,189	$ 522,463	$ 545,773	$ 570,164
MWA Recylcling	$ 130,314	$ 147,203	$ 143,174	$ 160,857	$ 172,989	$ 178,179	$ 183,524	$ 189,030	$ 194,701	$ 200,542	$ 206,558
Administrative Expense	$ 8,595	$ 11,853	$ 29,319	$ 9,619	$ 9,907	$ 10,205	$ 10,511	$ 10,826	$ 11,151	$ 11,485	$ 11,830
Total Operating Expense	$ 489,332	$ 548,216	$ 587,893	$ 604,932	$ 640,641	$ 665,913	$ 692,392	$ 720,011	$ 748,816	$ 778,859	$ 810,191
Total Expense	$ 489,332	$ 548,218	$ 742,899	$ 604,932	$ 640,641	$ 665,913	$ 692,392	$ 720,011	$ 748,816	$ 778,859	$ 810,191
Operating Income	**$ 46,269**	**$ 33,348**	**$ 20,146**	**$ 16,955**	**$ 3,033**	**$ 3,981**	**$ 2,407**	**$ 751**	**$ 21,286**	**$ 20,303**	**$ 19,263**
Investment Interest	$ 93	$ (38)	$ (206)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Net Revenue	**$ 46,362**	**$ 33,310**	**$ 19,940**	**$ 16,955**	**$ 3,033**	**$ 3,981**	**$ 2,407**	**$ 751**	**$ 21,286**	**$ 20,303**	**$ 19,263**

	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
Bond Proceeds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfer In/Out	$ -	$ -	$ (155,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Outlay	$ -	$ (1)	$ (6)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Surplus/(Deficit)	$ 46,362	$ 33,309	$ (135,066)	$ 16,955	$ 3,033	$ 3,981	$ 2,407	$ 751	$ 21,286	$ 20,303	$ 19,263
Unrestricted Cash	**$ 158,088**	**$ 191,397**	**$ 56,331**	**$ 73,286**	**$ 76,319**	**$ 80,300**	**$ 82,707**	**$ 83,457**	**$ 104,743**	**$ 125,046**	**$ 144,309**
Beginning Cash (Fund Balance)	$ 111,726	$ 158,088	$ 191,397	$ 56,331	$ 73,286	$ 76,319	$ 80,300	$ 82,707	$ 83,457	$ 104,743	$ 125,046
Ending Cash (Fund Balance)	$ 158,088	$ 191,397	$ 56,331	$ 73,286	$ 76,319	$ 80,300	$ 82,707	$ 83,457	$ 104,743	$ 125,046	$ 144,309
Cash as a % of Expenses	32%	35%	10%	12%	12%	12%	12%	12%	14%	16%	18%

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 9.c.
For Meeting of 2/17/2026
Discussion Item

TITLE: Local Government Compliance Clause Usage

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

BRIEF HISTORY & ANALYSIS: The City is currently working on plans for 2nd Street widening and rehabilitation. As part of that project, the goal is to relocate power lines underground. When the City is requesting relocation of power lines for a street project and wishes to have them relocated underground, the City is required to pay the difference between relocating the power lines to a different overhead location and the undergrounding of those power lines. The proposal from MidAmerican Energy for this work is $826,162.38 for the relocation of overhead lines to underground on 2nd St. NE just west of Main St. NE to around 450' east of Truman Dr.

In doing such a project, the City has the option to utilizing the Local Government Compliance Clause (LGCC). Below is information on the process to request and move an LGCC project forward. For the 2nd Street OH2UG project, the City is working with MidAmerican Energy, who has asked their rates team to pull the average annual impact for Bondurant customers and break that down by revenue class (which will include residential, commercial, industrial, public authority and street/highway lights).

Below is an overview of the LGCC process:

- If the City decides to move forward with an LGCC, MidAmerican will need the city to provide a motion, resolution, amendment or ordinance that the customers within the city boundaries will be charged the costs for the project.
- No costs will be added to customer bills until AFTER the project is complete and total costs (there will be a reconciliation to actual costs) are finalized as well as approved by the Iowa Utilities Commission.
- Once the final cost is verified, the filing package will be prepared and filed. This filing would have a proposed tariff effective date at least 30 days in the future (from the filing date)

- Once filed, the Iowa Utilities Commission (IUC) will have up to 30 days to approve, reject or docket the filing.
- If approved by the IUC, the tariff revision will go into effect and will be seen on customer bills.
- The typical recovery period is 12 months, but could be more or less months depending on a few factors. There will be an additional filing to request the factor return to zero near the conclusion of the recovery period.
- A reconciliation of the costs vs recoveries will be completed and filed; this could constitute an additional collection or refund depending on the results of the reconciliation.
- Further information on the LGCC Clause can be found in our Iowa Electric Tariff No. 2 page 348 through 350.

FUNDING SOURCE: Under evaluation

STAFF RECOMMENDATION: This is a discussion item.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. MidAmerican Energy - Bondurant - 2nd St. NE - OH2UG

MidAmerican Energy Company
PO Box 657
Des Moines, IA 50306

January 22, 2025

City of Bondurant
Attention: John Horton
jhorton@cityofbondurant.com

Re: Relocation of overhead lines to underground on 2nd St. NE just west of Main St. NE to around 450' east of Truman Dr. in Bondurant, IA. MX: 4122272.

Dear John:

In response to the City's request, MidAmerican Energy Company has reviewed the above project and the request for relocation of our overhead electric system. To facilitate the request for conversion of these overhead distribution facilities to an underground system, we have prepared a rough design proposal for an estimated total of **$826,162.38** that would remove the overhead facilities and install them underground. A final design map will be submitted for your approval before our work begins. Since the cost of this project is over $100,000.00, Applicant is required by tariff to pay actual costs upon completion of the work, which could result in an additional charge or a refund to the Applicant.

This proposal provides the terms and conditions for relocation of our electric distribution facilities only. If adjustments to streetlight facilities are required, the terms and conditions for those projects will be included on a separate proposal.

This proposal is valid for 90 days and assumes MidAmerican will be allowed to commence construction within 12 months of the proposal date.

MidAmerican proposes to:

1. Remove overhead distribution facilities as shown on the design map.

2. Furnish and install underground cable + conduit, switchgears and other pad mounted equipment as shown.

Under the terms and conditions of this proposal, Applicant agrees to:

1. Notify, facilitate and compel all other utilities located on MidAmerican Energy company's poles to relocate to underground. MidAmerican Energy poles will be removed once all communications companies have removed their facilities from our poles and all residential customers have been converted from overhead to underground electric.

2. Applicant shall grade the underground primary cable route for direct burial cable to within four inches of final grade and clear the cable route of construction materials, obstructions, etc. This

grading and clearing shall be done as required to facilitate MidAmerican's schedule for cable installation with no unreasonable delays. In the event the Applicant is unable to provide grade preparation according to these specifications or cannot clear any known obstructions in the proposed facility route, the Applicant shall reimburse MidAmerican for all incremental costs incurred by MidAmerican or its contractors resulting therefrom.

3. Applicant shall furnish, stake and maintain easements for the duration of the project for all MidAmerican Energy pad mounted electrical equipment as shown on drawings.

4. Applicant shall perform all site restoration necessitated by installation of underground facilities.

5. Applicant shall stake elevations and Right of Way along the underground cable path and maintain staking for the duration of project.

6. This proposal assumes that MidAmerican Energy will not be required to perform any temporary relocations of the overhead system and can leave it in place and operable until the completion of the installation of the new underground facilities. Any incremental costs incurred by MidAmerican for such temporary modifications shall be paid by the Applicant.

7. Applicant shall pay all costs incurred by MidAmerican Energy resulting from design changes or field changes made by the Applicant that deviate from the plans provided by the Applicant for preparation of this proposal.

If this proposal is satisfactory, please sign and return one copy of this letter to me. If you have any questions or concerns, please call me at (515) 901-8274.

Sincerely,
MidAmerican Energy Company

Derek Johnson

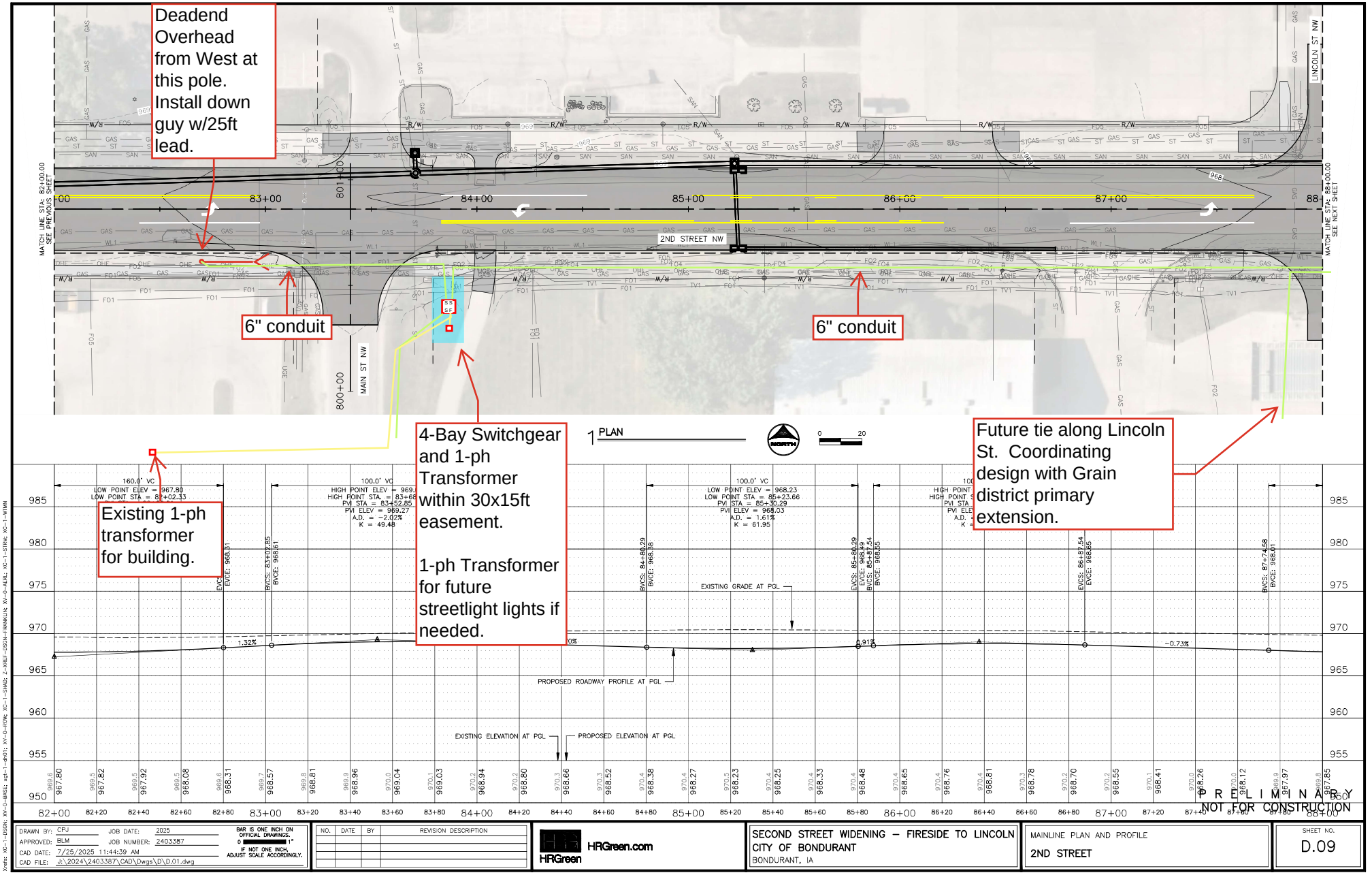
Derek Johnson
Customer Project Coordinator

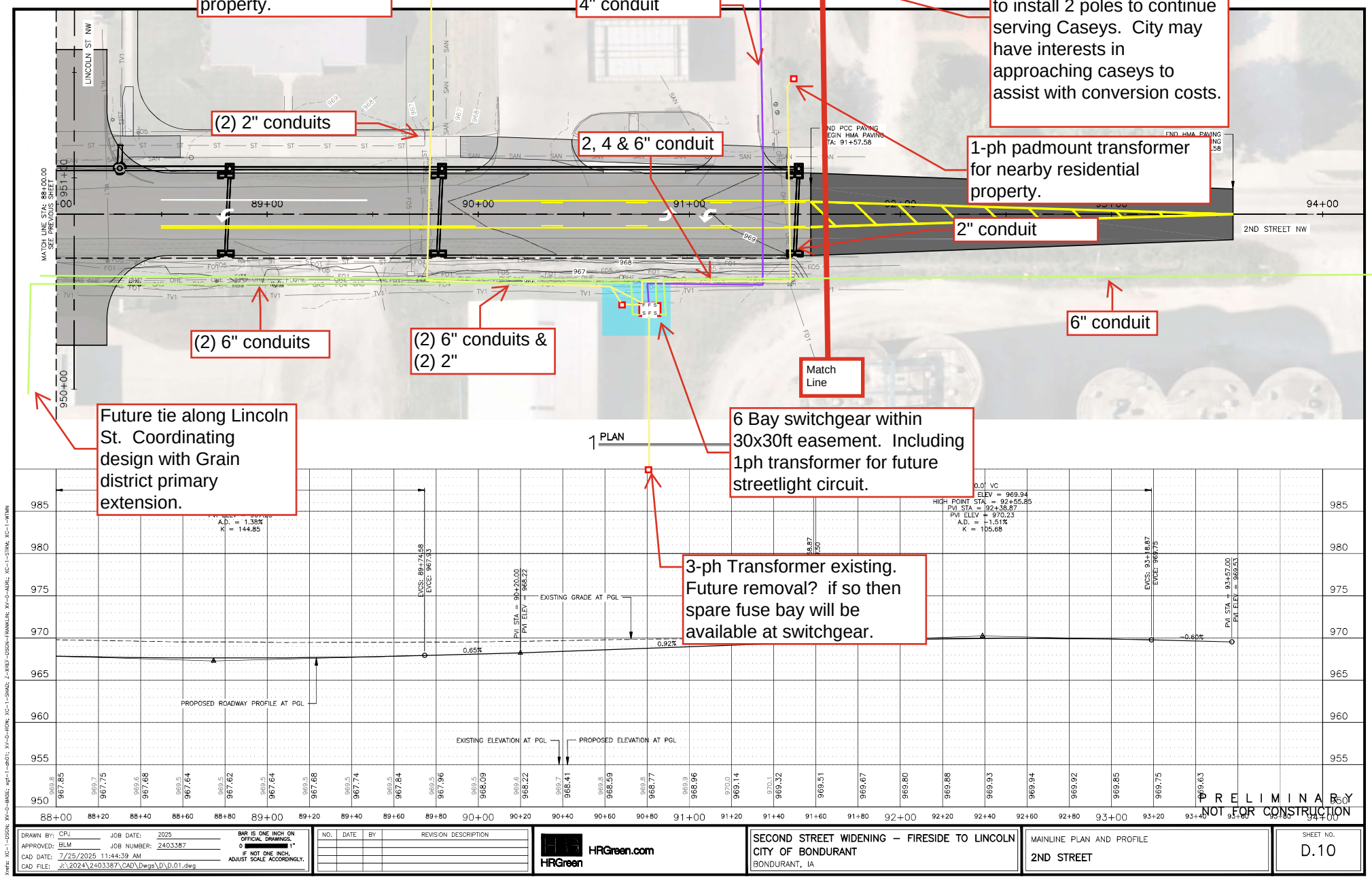
Enclosures: Design Map

Accepted By: _____ Date: _____

Requested Start Date: _____

Requested Completion Date: _____


Deadend Overhead from West at this pole. Install down guy w/25ft lead.
6" conduit
6" conduit
4-Bay Switchgear and 1-ph Transformer within 30x15ft easement.
1-ph Transformer for future streetlight lights if needed.
Existing 1-ph transformer for building.
Future tie along Lincoln St. Coordinating design with Grain district primary extension.
1 PLAN
2ND STREET NW
MAIN ST NW
LINCOLN ST NW
EXISTING GRADE AT PGL
PROPOSED ROADWAY PROFILE AT PGL
EXISTING ELEVATION AT PGL
PROPOSED ELEVATION AT PGL
MATCH LINE STA: 82+00.00 SEE PREVIOUS SHEET
MATCH LINE STA: 88+00.00 SEE NEXT SHEET
PRELIMINARY NOT FOR CONSTRUCTION
DRAWN BY: CPJ
APPROVED: BLM
CAD DATE: 7/25/2025 11:44:39 AM
CAD FILE: J:\2024\2403387\CAD\Dwgs\D\D.01.dwg
JOB DATE: 2025
JOB NUMBER: 2403387
BAR IS ONE INCH ON OFFICIAL DRAWINGS. IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY.
NO. DATE BY REVISION DESCRIPTION
HRGreen.com
SECOND STREET WIDENING – FIRESIDE TO LINCOLN
CITY OF BONDURANT
BONDURANT, IA
MAINLINE PLAN AND PROFILE
2ND STREET
SHEET NO. D.09



DRAWN BY: CPJ | JOB DATE: 2025
APPROVED: BLM | JOB NUMBER: 2403387
CAD DATE: 7/25/2025 11:44:39 AM
CAD FILE: J:\2024\2403387\CAD\Dwgs\D\D.01.dwg

BAR IS ONE INCH ON OFFICIAL DRAWINGS. IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY.

NO.	DATE	BY	REVISION DESCRIPTION

HRGreen.com
HRGreen

SECOND STREET WIDENING – FIRESIDE TO LINCOLN
CITY OF BONDURANT
BONDURANT, IA

MAINLINE PLAN AND PROFILE
2ND STREET

SHEET NO. D.10

PLOTTED: Wednesday, December 3, 2025 2:31:36 PM

RIM=969.43
INV= (GAS)

RIM=969.15
INV=958.80 (8" VCP W)
INV=959.00 (8" VCP E)
INV=961.30 (6" VCP NE)

RIM=968.38
INV=960.58 (8"-10" VCP E)
INV=960.33 (8"-10" VCP W)

st e
INV=965.33

RIM=964.92
INV=963.92 (15" HDPE HOLE FILLED WIT

0' 20' 40'

2ND STREET NE

40.00' ROW EASEMENT
BOOK 2392 PAGE 345

BEGIN PROJECT
198+42.50

Sta. 203+00.00
SEE DWG. NO. D.2

STA. 199+42.48, 12.00' RT

st rcp 30 to south
INV=963.51

st b cmp 15
INV=964.63

st e
INV=964.49

st b rcp 24
INV=964.70

PC STA. 202+01.37, 21.50' RT

PRC STA. 202+56.98, 21.50' RT

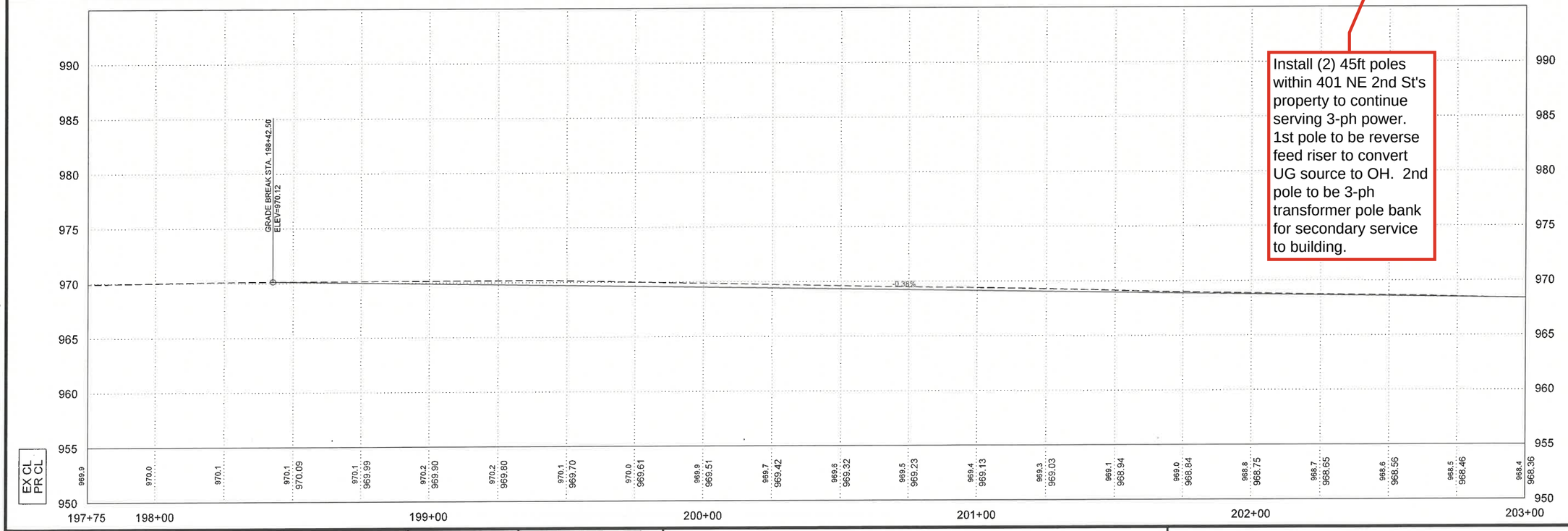
CL CURVE DATA
Δ=6°20'48.52"
T=42.97'
L=85.85'
R=775.00'
E=1.19'

Match Line

6" conduit

6" & 4" conduit

Install (2) 45ft poles within 401 NE 2nd St's property to continue serving 3-ph power. 1st pole to be reverse feed riser to convert UG source to OH. 2nd pole to be 3-ph transformer pole bank for secondary service to building.



DATE	REVISIONS

SCALE	AS NOTED
DRAWN	B LIPPOLD
CHECKED	W WEBER
APPROVED	G ROTH
DATE	XX-XX-XXX
ISSUED FOR	REVIEW

VEENSTRA & KIMM INC.
A Kleinfelder Company

BFSD PUBLIC INFRASTRUCTURE
CITY OF BONDURANT, IOWA

6775 Vista Drive • West Des Moines, Iowa 50266-9305
515-225-8000 • 515-255-7848(FAX) • 1-800-241-8000

2ND STREET NE PAVING PLAN AND PROFILE

SHEET NO. D.1

PROJECT 428111-3

X-REFS: X-BASE & X-TOPO & X-PAVE & X-IGS SITE & 428111-POTHOLES & 428111-RWAY-2ND
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PLOTTED: Wednesday, December 3, 2025 2:31:42 PM

ROCK, FRENCH DRAIN?)

CL CURVE DATA
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T=42.97'
L=85.85'
R=775.00'
E=1.19'

" VCP W)

RIM=968.63
INV= (CAN'T OPEN CEMENTED)

STA. 203+42.86, 21.50' LT

0' 20' 40'

SEE DWG. NO. D.1
Sta. 203+00.00

Sta. 208+00.00
SEE DWG. NO. D.3

2ND STREET NE

PT STA. 203+42.83, 21.50' RT

PROPOSED 40' RIGHT OF WAY

6" & 4" conduit

6" & 2" conduit

Install 4 Bay Switchgear within 25x20 Easement area.

GRADE BREAK STA. 203+03.81
ELEV=968.35

0.37%

EX CL
PR CL

203+00	204+00	205+00	206+00	207+00	208+00
968.36	968.43	968.52	968.62	968.71	968.80
968.90	968.99	969.08	969.18	969.27	969.36
969.46	969.55	969.64	969.74	969.83	969.92
970.02	970.11	970.20			

DATE	REVISIONS

SCALE	AS NOTED
DRAWN	B LIPPOLD
CHECKED	W WEBER
APPROVED	G ROTH
DATE	XX-XX-XXX
ISSUED FOR	REVIEW

VEENSTRA & KIMM INC.
A Kleinfelder Company

BFSD PUBLIC INFRASTRUCTURE
CITY OF BONDURANT, IOWA

6775 Vista Drive • West Des Moines, Iowa 50266-9305
515-225-8000 • 515-255-7848(FAX) • 1-800-241-8000

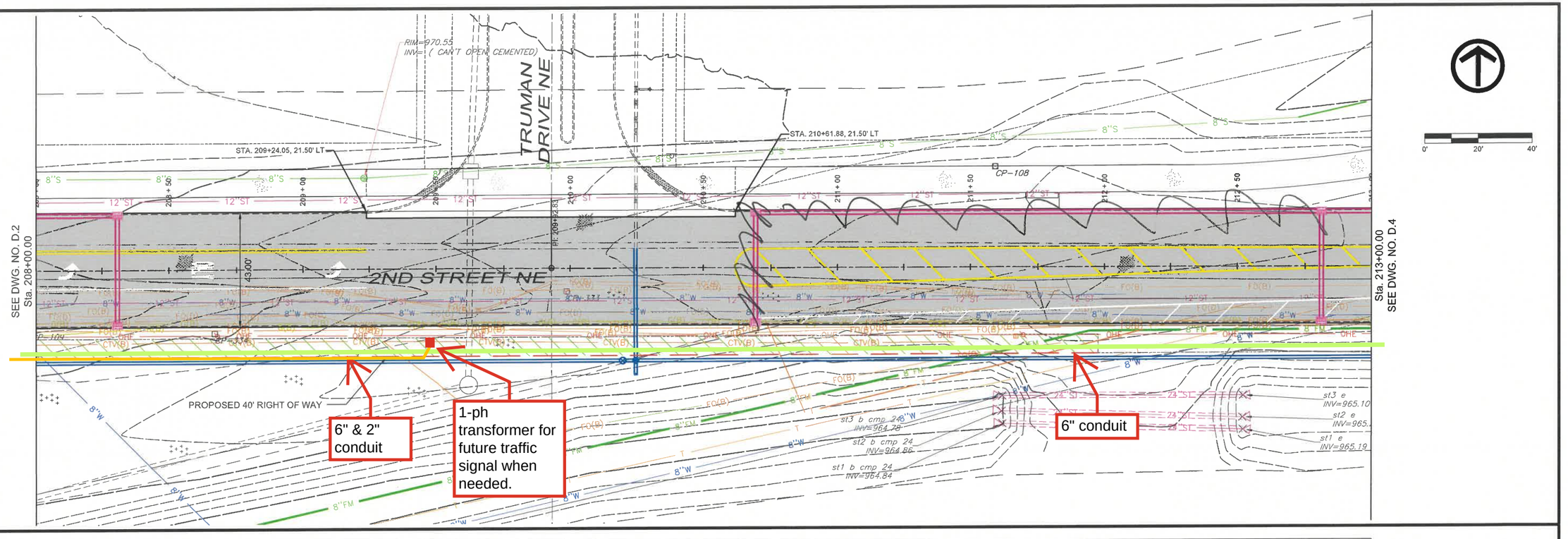
2ND STREET NE PAVING PLAN AND PROFILE

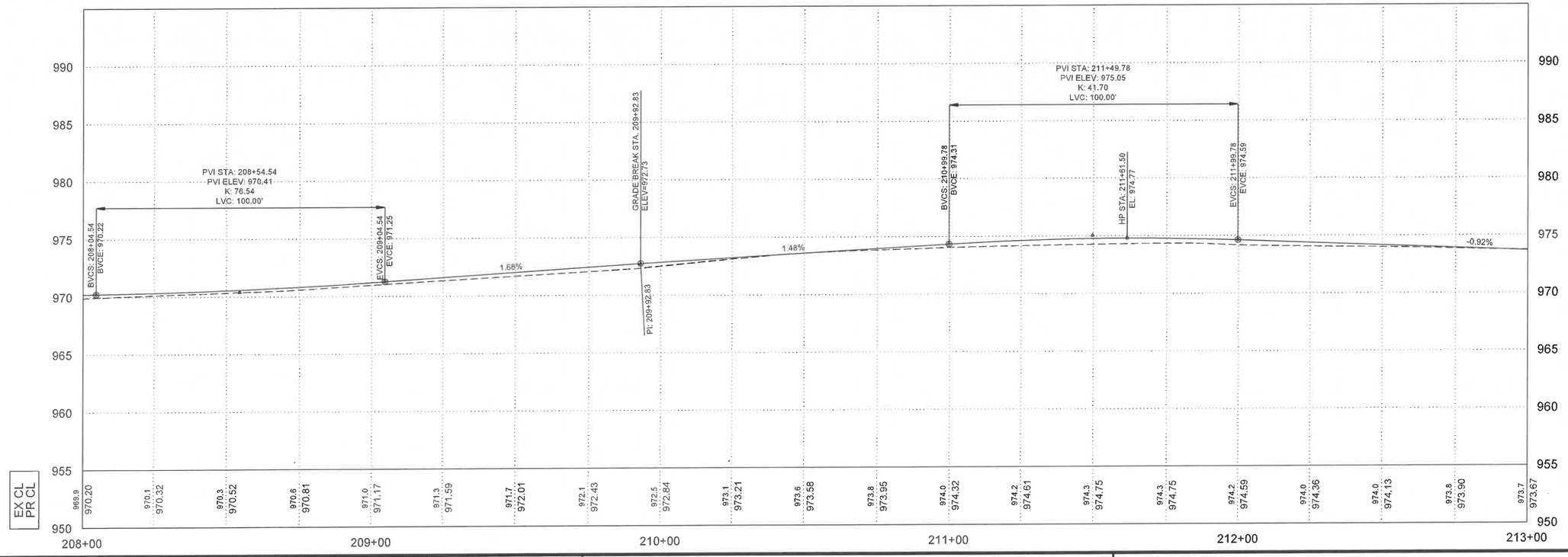
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PROJECT 428111-3

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DATE	REVISIONS

SCALE	AS NOTED
DRAWN	B LIPPOLD
CHECKED	W WEBER
APPROVED	G ROTH
DATE	XX-XX-XXX
ISSUED FOR	REVIEW

VEENSTRA & KIMM INC.
A Kleinfelder Company
6775 Vista Drive • West Des Moines, Iowa 50266-9305
515-225-8000 • 515-255-7848(FAX) • 1-800-241-8000

BFSD PUBLIC INFRASTRUCTURE
CITY OF BONDURANT, IOWA

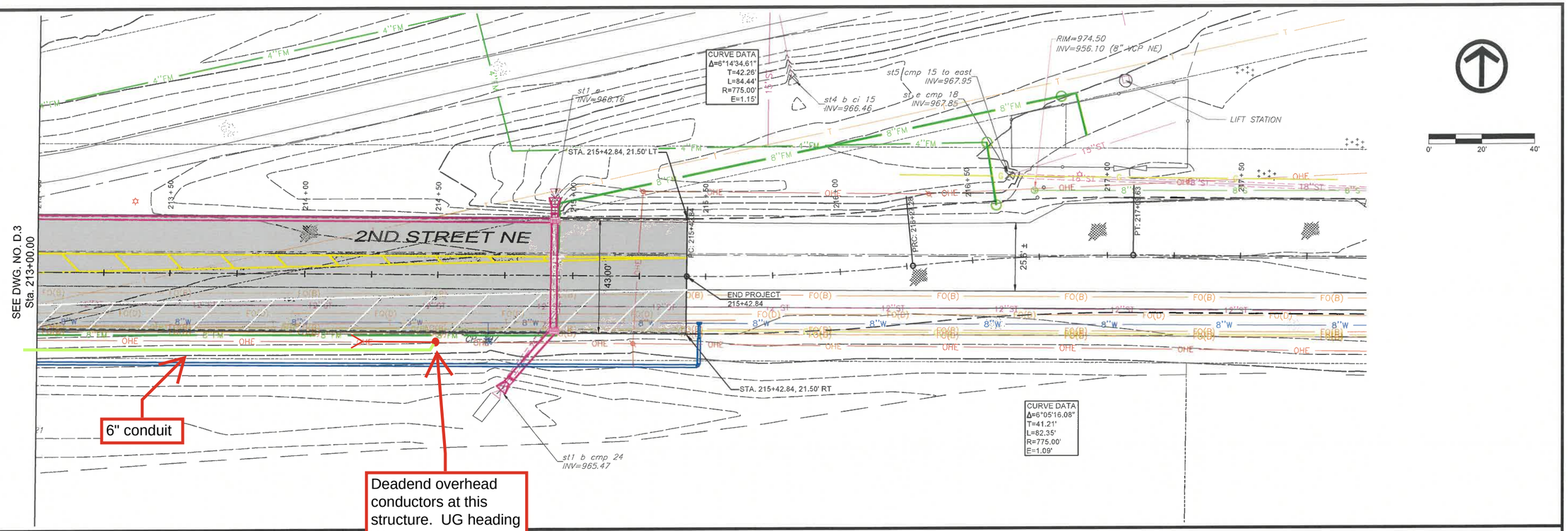
2ND STREET NE PAVING PLAN AND PROFILE

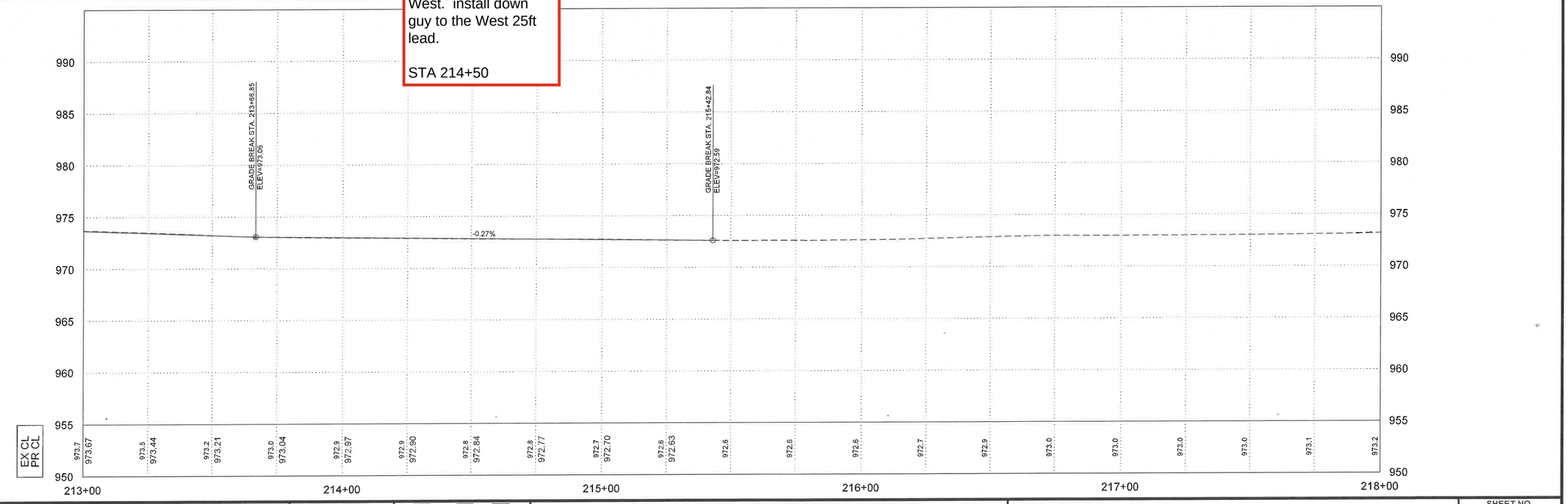
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PROJECT 428111-3

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X-REFS: X-BASE & X-TOPO & X-PAVE & X-IGS SITE & 428111-POTHOLES & 428111-RWAY-2ND
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DATE	REVISIONS		
		SCALE	AS NOTED
		DRAWN	B LIPPOLD
		CHECKED	W WEBER
		APPROVED	G ROTH
		DATE	XX-XX-XXX
		ISSUED FOR	REVIEW

VEENSTRA & KIMM INC.
A Kleinfelder Company

BFSD PUBLIC INFRASTRUCTURE
CITY OF BONDURANT, IOWA

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2ND STREET NE PAVING PLAN AND PROFILE

SHEET NO. D.4

PROJECT 428111-3