

City of Bolivar, MO
Friday, December 9, 2016

Chapter 410. Zoning Regulations

Article III. Designation of Districts, Boundaries and District Regulations

Section 410.230. "I-2" Heavy Industrial District.

[Ord. No. 782 §1 (Zoning Regs. Art. 2, Topic "I-2" Heavy Industrial District §§1 — 11), 7-31-1980; Ord. No. 1394 §7, 8-11-1994; Ord. No. 1513 §1, 12-14-1995; Ord. No. 1593 §§III, VIII, 11-14-1996; Ord. No. 2612, 2-23-2006; Ord. No. 2998 §XIII, 7-14-2011]

- A. *Intent And Purpose Of District.* The "I-2" Heavy Industrial District is intended for the purpose of allowing basic or primary industries which are generally not compatible with residential and/or commercial activity. Certain extremely obnoxious or hazardous uses will require special permission to locate in this district. Notwithstanding any other provisions of this Section, this district will not include any uses that would meet the definitions of adult arcade, adult bookstore, adult video store, adult cabaret, adult motel, adult motion picture theater, or adult theater, as those terms are defined by Section **410.030** of this Code.
- B. *District Regulations.* In District "I-2", no structure or land shall be used and no structure shall be erected, altered or enlarged which is arranged, intended or designed for other than one (1) of the uses listed in the use regulations.
For the purposes of this district, a mobile home shall not be an authorized "structure", unless specifically otherwise provided under the regulations of this district.
- C. *Use Regulations.*
1. Animal hospitals and/or enclosed kennels.
 2. Bottling works.
 3. Building materials, storage and sales.
 4. Carpenter, cabinet, plumbing and sheet metal shops.
 5. Contractor's office and equipment storage yard.
 6. Dry cleaning and laundry plants.
 7. Feed and seed stores.
 8. Frozen food lockers.
 9. Grain elevators.
 10. Greenhouses and nurseries, retail and wholesale.
 11. Lumberyards.

12. Machinery sales, repair and storage.
13. Any enterprise similar to the listed uses and any manufacturing or fabrication establishments which are not noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor or smoke.
14. Motor vehicle sales, repair and storage.
15. Public utility and public services uses.
16. Radiator repair shops.
17. Restaurants (including drive-ins).
18. Storage units.
19. Truck terminals.
20. Upholstering shops.
21. Warehouses.
22. Wholesale houses.
23. The Board of Adjustment may, by special use permit, authorize the following exceptions subject to such conditions as the Board deems necessary to include, but not restricted to, proper setbacks, landscaping, screening, fencing, maintenance provisions and other similar requirements:
 - a. Auto wrecking yards, junk yards, salvage yards and scrap processing yards subject, however, to the following:
 - (1) Located on a tract of land at least three hundred (300) feet from a residential district zone.
 - (2) The operation shall be conducted wholly within a non-combustible building or within an area completely surrounded on all sides by a fence or wall at least eight (8) feet high. The fence or wall shall be of uniform height, uniform texture and color and shall be so maintained by the proprietor as to ensure maximum safety to the public, obscure the junk from normal view of the public and preserve the general welfare of the neighborhood. The fence or wall shall be installed in such a manner as to retain all scrap, junk or other material within the yard.
 - (3) No junk shall be loaded, unloaded or otherwise placed either temporarily or permanently outside the enclosed building, fence or wall or within the public right-of-way.
 - (4) Burning of paper, trash, junk or other waste materials shall be permitted only after approval of the Fire Department. Said burning, when permitted, shall be done only during daylight hours.
 - (5) No junk, salvage, scrap or other materials shall be piled or stacked higher than the top of the required fence or wall.
 - (6) Said use shall not be located on or visible from an arterial or major street or highway.
 - b. Petroleum fuel storage.
 - c. Ready-mix concrete and asphalt-mix plants.
 - d. Manufacturing or storage of bulk oil, gas and explosives.

- e. Other uses which may be noxious or offensive by reason of the emission of odor, dust, smoke, gas, noise or vibration.
- f. Day care center.
- g. Modular units for a period, including any renewals of the permit, which will not exceed one (1) year, subject to such conditions as the Board deems necessary as set forth above. In addition, the Board may impose other conditions regarding placement of the modular unit on a permanent foundation; the removal of modular unit tires and axles; skirting; use of tie downs; time limitations on the use of the mobile home as a structure in this district (not to exceed the limitations first set forth above); and the location of the placement of the modular unit within the lot as the Board of Adjustment may determine. It is the intent of this Section to permit the temporary use of modular units to meet a temporary need that cannot be met due to construction time for permanent structures or when exigent circumstances exist that justify the use of temporary structures.

D. *Intensity Of Use Regulations.*

- 1. A building, structure or use allowed in this district may occupy all that portion of a lot except for the area required for off-street parking, off-street loading and unloading and their access roads and as otherwise required in supplementary district regulations and yard regulations.
- 2. In the case where the required off-street parking and/or loading and unloading will be provided within the building or structure, then the building or structure may cover the entire lot except as otherwise required in yard regulations.

E. *Height Regulations.*

- 1. When a building or structure is within one hundred fifty (150) feet of a dwelling district zone, said building or structure shall not exceed forty-five (45) feet in height.
- 2. When a building or structure is more than one hundred fifty (150) feet from a dwelling district zone, said building or structure shall not exceed one hundred fifty (150) feet in height.

F. *Yard Regulations.*

- 1. *Front yard.*
 - a. No front yard setback is required for existing uses. New structures shall provide a front yard having a minimum of thirty (30) feet in depth measured from the front lot line or, on collector streets, measured seventy (70) feet from the centerline of the street or, on arterial streets, measured eighty (80) feet from the centerline of the street, whichever front yard setback would be greater.
 - b. When a lot or lots have double frontage, the required front yard shall be provided on both streets.
 - c. Where a lot is located at the intersection of two (2) or more streets, there shall be a front yard on each street side of the corner lot, except the buildable width of such lot shall not be reduced to less than twenty-eight (28) feet, except where necessary to provide a yard on the side street not less than five (5) feet in width.
 - d. No accessory building shall project beyond the front yard line on either street.
- 2. *Side yard.* There shall be a side yard on each side of a building and said side yard shall not be less than five (5) feet.
- 3. *Rear yard.* There shall be a rear yard for buildings in this district, which rear yard shall have a depth of not less than twenty-five (25) feet or twenty percent (20%) of the depth of the lot,

whichever is the smaller.

4. *Fence required — when.* A solid or semi-solid fence at least six (6) feet high, except as otherwise provided in the last clause of Section 410.280(4) of Article IV, Supplementary District Regulations, but not more than eight (8) feet high, shall be constructed by the owner(s) of property zoned "I-2" and which is adjacent to or adjoining a residential district ("R-1", "R-2", "R-3", "R-4", "MHS" or "MHD"); however, in the event the adjacent residential district and the "I-2" District are separated by a public right-of-way other than an alley, a ten (10) foot landscape buffer which shall consist of trees, shrubs and evergreens shall be provided along the property line (except along the front lot line of industrial property which adjoins a street or highway) and maintained in a healthy growing condition, neat and orderly, by the owner of the property required to install the same. Notwithstanding the provisions of the preceding sentence, the owner of property zoned "I-2" shall have no obligation to construct or install a fence or landscape barrier if:
 - a. The residential district was zoned residential at the request of the owner of such district and at the time of such request the adjoining property was already zoned "I-2";
 - b. The residential district was annexed at the request of the property owner and was initially zoned residential at a time when the adjoining property was already zoned "I-2"; or
 - c. The "I-2" property has no commercial or industrial buildings or other structures or improvements located thereon and is not actually being used for any commercial or industrial purpose. This exception shall cease and terminate upon the issuance of a building permit for any building, structure or improvement or at such time as the property commences to be used for any purpose authorized under the "I-2" zoning regulations; and upon such termination, the duty to comply with this Section shall be that of the owner of the industrial property, unless exempted under the provisions of Subparagraphs (a) or (b) of this Subsection **(F)(4)**.
5. *Time for compliance.* All fences or landscape barriers required to be constructed or planted pursuant to the provisions of this regulation shall be completed within sixty (60) days following notice by the Zoning Administrator that the property owner is required to erect or install such a fence or barrier. The Zoning Administrator may extend the time for compliance with his/her order for good cause shown by a written extension order. "Good cause" shall include, but not necessarily be limited to, weather conditions, season of the year and interference of fences or landscape barriers with other eminent construction projects in the process of erection or to be erected on the premises for which building permits have been requested or issued.
6. *Waiver of compliance authorized — types of waivers.*
 - a. Notwithstanding the other provisions of Subsections **(F)(4)** and **(F)(4)(a)** and subject to all of the provisions and conditions of this Section, the owner(s) of residential property which adjoins a boundary of "I-2" property required to be fenced by these regulations may waive such fencing requirements by an instrument in writing. There shall be three (3) types of waivers:
 - (1) A "permanent waiver", which may only be amended or revoked under the limited conditions described in Subsection **(F)(8)** of this Section;
 - (2) A "term waiver", which shall be for the term set forth in the waiver and which shall automatically renew unless terminated on or before the expiration date of a term as described in Subsection **(F)(8)** of this Section; and
 - (3) A "terminable waiver", which shall be for an indefinite term, subject to termination upon such advance notice as shall be set forth in the waiver, as described in Subsection **(F)(8)** of this Section.

- b. A waiver of any of the three (3) authorized types shall be effective if:
 - (1) It contains a full legal description of both the residential property and the adjoining industrial property;
 - (2) It is executed by all persons and entities having an interest in the residential property, including all persons and entities having or claiming a lien of any type against such property (except liens for real estate taxes or assessments);
 - (3) The owners and lienholders of all residential tracts which adjoin a boundary of commercial or industrial property along the entire length or width of the property for which the waiver is to be effective executes a waiver complying with provisions of this Subsection; provided however, that a terminable waiver may be granted by an adjoining residential property owner whose property lies at either end of the commercial or industrial tract required to be fenced, without a joinder of all other residential property owners along the common boundary, so long as such waiver would effect only the beginning or ending points of the required fence and if the required fence would not adjoin or connect to another fence required to be constructed on either the same commercial or industrial property or on adjoining or adjacent commercial or industrial property; and
 - (4) It is recorded in the office of the Recorder of Deeds of Polk County, Missouri.
 - c. Prior to accepting waiver(s) for recording pursuant to the provisions of this Subsection, the Zoning Administrator shall require either an owner's and encumbrance report issued by a reputable title company in Polk County, Missouri, or an informational title insurance commitment dated within ten (10) days of the date of the presentation of the waivers to the Administrator. The waiver(s) shall also be accompanied by cash or check for the full amount of the fee to record the same in the office of the Recorder of Deeds of Polk County, Missouri, according to the Recorder's fee schedule as may be effective from time to time. It shall be the duty of the Zoning Administrator to obtain an opinion of the City Attorney that the waivers are in form and are signed by all persons or entities required under this Section and is in recordable form.
7. *Agreement for landscape barrier in lieu of fence.* Further notwithstanding the provisions of Subsections **(F)(4)**, **(F)(4)(a)** and **(F)(4)(b)**, the owner(s) of "1-2" property required to construct a fence pursuant to the provisions of these regulations and the owner(s) of any adjoining residential property may agree, in a writing complying with each of the requirements for a waiver as set forth in Subsection **(F)(4)(b)**, to waive the fencing requirements of Subsection **(F)(4)** in favor of a landscape barrier which would otherwise comply with the provisions of these regulations, if the residential property was across a public right-of-way from the "1-2" property, rather than directly adjoining it. All conditions and requirements of Subsection **(F)(4)(b)** for a waiver shall be fully applicable to an agreement under this Section and such conditions and requirements are incorporated into this Section haec verba. An agreement for the installation of a landscape barrier in lieu of a fence shall be a permanent waiver.
 8. *Amendments, modifications or terminations of waivers and agreements.*
 - a. A "permanent waiver" by a property owner made pursuant to the provisions of Subsections **(F)(4)(b)** or **(F)(4)(c)** shall be binding upon the heirs, successors and assigns of the residential owners and lien holders executing the waiver or agreement and may not thereafter be changed, amended or terminated except:
 - (1) Ninety (90) days after the delivery of a notice of termination signed by all of the owners and lien holders of residential property which constitutes no less than seventy-five percent (75%) of the boundary of the adjoining "1-2" property; or

- (2) Ninety (90) days after the delivery of a notice of termination by any one (1) or more of the owners of residential property adjoining a boundary of "I-2" property, if such "I-2" property is later rezoned "C-S" Highway Services District, "C-2" General Commercial District or "I-1" Light Industrial District. A notice of termination given pursuant to this Subsection shall be in writing, shall be in recordable form and shall be given to the owner of the commercial or industrial property affected by the notice and to the Zoning Administrator of the City of Bolivar. A notice of termination given to the Zoning Administrator under item (1) shall be accompanied by an owner's and encumbrance report or an information title insurance commitment complying with the provisions of Subsection **(F)(6)(c)** of this Section so that the Zoning Administrator may determine that the notice is signed by the correct and required number of owners and lien holders.
- b. A waiver which is for a stated period of time subject to automatic renewal shall automatically renew for a term that is the same as the original term unless, on or before the expiration date, any one (1) or more of the residential property owners which adjoins a boundary of the "I-2" property shall give written notice, in recordable form, to the owner of the industrial property and to the Zoning Administrator of the City of Bolivar that they elect to terminate the waiver at the end of the then waiver term.
- c. A waiver which is for an indefinite period of time shall continue until any one (1) or more of the residential property owners which adjoin a boundary of the "I-2" property shall give written notice, in recordable form, to the owner of such "I-2" property and to the Zoning Administrator of the City of Bolivar that they elect to terminate the waiver as of or after the first (1st) date allowed under the provisions of the original waiver.
- d. In each case where there is a termination of a waiver or agreement, the residential property owner giving a notice of termination shall also deliver to the City, with the notice, a check, cash or money order for the fee which is then required by Missouri law to record such termination in the office of the Recorder of Deeds of Polk County, Missouri. Each such notice of termination shall contain a description of the residential and commercial or industrial property which is affected by the notice and shall make reference to the book and page of the recording of the original waiver or agreement.
- G. *Loading And Unloading Regulations.* (See the Article on Parking and Loading Regulations.)
- H. *Parking Regulations.* (See the Article on Parking and Loading Regulations.)
- I. *Sign Regulations.* (See the Article on Sign Regulations.)
- J. *Landscaping.* (See the Article on Landscaping.)
- K. *Trash Disposal.* All dumpsters provided for the disposal of trash shall be placed on a six (6) inch thick reinforced concrete pad surrounded by a six (6) foot privacy fence with locking gate.