

1. Agenda

Documents:

[032321 CC AGENDA2.PDF](#)

2. Meeting Materials

Documents:

[032321 CC PACKET3.PDF](#)

Grimes City Council Agenda

Grimes City Hall
101 NE Harvey Street
Grimes, Iowa 50111
Phone | 515.986.3036
www.grimesiowa.gov

Mission Statement

The mission of Grimes City Government is to provide excellent/exceptional city services and facilities in a financially responsible and community-friendly manner through a high performing city team that result in adding value to resident's lives.

Mayor | Scott Mikkelsen
City Council | Jill Altringer, Eric Johansen,
Andy Borcharding, David Gisch, Ryan Burger

Grimes City Council Meeting March 23, 2021 In Person at Grimes Community Center, 410 SE Main Street and by Zoom

Electronic Meeting as Provided Under Iowa Code, Chapter 21*

*Please note that this Grimes City Council Meeting will be an electronic meeting pursuant to Iowa Code Section 21.8 due to the national health emergency that makes it impossible or impractical for an in person meeting.

The public is welcome and encouraged to attend and participate in this meeting by either internet or phone as follows:

1. Internet- Meeting attendance may be obtained by "Join Zoom Meeting". Simply enter the following internet address and ID:

Rochelle Williams is inviting you to a scheduled Zoom meeting.

Topic: Grimes City Council Meeting

Time: Mar 23, 2021 05:30 PM Central Time (US and Canada)

Join Zoom Meeting

Join Zoom Meeting

<https://zoom.us/j/93186025175?pwd=L1BvVUNxTWRUb2tNVHhHNkM5NzhIQT09>

Meeting ID: 931 8602 5175

Passcode: 196460

2. By Phone:

One tap mobile

+13126266799,,93186025175# US (Chicago)

+16465588656,,93186025175# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 931 8602 5175

Find your local number: <https://zoom.us/j/93186025175>

3. **Public Comment:** If you would like to address the City Council during the Public Comment portion of the meeting, please contact the City Clerk by 4:30 p.m. on the date of the meeting by email at rwilliams@grimesiowa.gov with your name and address or by using the RAISE HAND feature by zoom. Participants must be recognized by the presiding officer and must state their full name and address before addressing the City Council. If you are participating via phone, the raise and lower hand feature can be activated by using *9. After you are recognized, use *6 to unmute your audio. The Chat and Q&A functions will be turned off during the meeting. The Mayor will recognize you for 3 minutes of comment, and your microphone will be turned on.
4. Pursuant to §21.4(2) of the Code of Iowa (2019), the City has the right to amend this agenda up until 24 hours before the posted meeting time.
5. **Hearing Assistance:** If you are hearing impaired, Grimes will provide a sign language communicator on the internet Zoom meeting video presentation upon request. Please contact the Grimes City Clerk Rochelle Williams by email at rwilliams@grimesiowa.gov to request this service 24 hours in advance of the meeting.

For any additional assistance or questions in attending the meeting, please call 515-986-3036 Ext 1025 from 8 a.m. to 5 p.m., or contact the Grimes City Clerk Rochelle Williams by email at rwilliams@grimesiowa.gov.

Meetings will be recorded

AGENDA ITEMS FOR MARCH 23, 2021 AT 5:30 PM

1. Call to Order
Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda
4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Minutes from previous meeting
 - B. Resolution 03-1121 Providing for the City Clerk to Place Lien on Property of Utility Services with the Polk County Assessor
 - C. Resolution 03-20-21 Approving Equipment Transactions Pursuant to FY21 Budget
 - D. Alcohol License Renewal Class C Liquor License for El Huapango Mexican Restaurant
 - E. Resolution 03-0921 Award the Bid for the Installation of New Warning Sirens in the City of Grimes
 - F. Resolution 03-1021 Lease Agreement by and Between the City of Grimes Iowa and The County of Polk, Iowa
 - G. Resolution 03-1221 Setting the Bid Letting for the South Sports Complex Irrigation Project Bid Letting on April 21, 2021 at 10:30 am and Public Hearing on the Plans, Specifications, Form of Contract and Estimate of Cost for April 27, 2021 at 5:30 pm.
 - H. Consent and Agreement for Improvements

1. Resolution 03-2821 Lot 28 of Beaverbrooke West Plat Nine (1416 NW Prairie Creek Drive)
2. Resolution 03-2921 Lot 63 of Brentwood Estates (2808 NE Cherry Court)
- I. Professional Services Payments
 1. Pay Request #15 to McClure Engineering Company for the 1.5 MG Elevated Storage Tower Construction Phase \$337.50
 2. Pay Request #16 to McClure Engineering Company for the Reverse Osmosis Water Treatment Plant Phase 1 \$55,774.60
 3. Pay Request #6 to McClure Engineering Company for Water System Study \$9,320.00
 4. Pay Request #2 to HR Green, Inc for the Sponsored Project Application \$11,292.10
 5. Whitfield and Eddy Law – Legal Fees \$14,710.00
 6. Lillis, O’Malley Olson Manning Pose Templeman LLP – Legal Fees \$3,675.00
- J. Resolution 03-1621 Approving the Grimes South Sports Complex and Water Works Park Facility Use Agreement between the City of Grimes and Dallas Center Grimes Baseball Club
- K. Resolution 03-1721 Approving the Grimes North Complex Facility Use Agreement between the City of Grimes and Dallas Center Grimes Softball Association
- L. Resolution 03-1821 Approving the Grimes South Sports Complex Facility Use Agreement between the City of Grimes and Dallas Center Grimes Soccer Club
- M. Resolution 03-1421 Accepting Easement – Northwest Territory Lift Station Brenton Properties
- N. Resolution 03-1521 Approving the North Sports Complex and South Sports Complex Agreement with Ballpark Concession
- O. Resolution 03-2121 Personnel Transactions
- P. Resolution 03-2221 Setting a Public Hearing for Vacation of ROW and Easement in Hope Commercial Plat 2
- Q. Resolution 03-2321 to Enter Into Contract for Professional Services with MSA Professional Services, Inc to Design a Water Main Replacement Project Along SE Jacob Street and SE Trail Ridge Road
- R. Resolution 03-2421 Setting the Bid Letting and Public Hearing Dates for the County Line Road Intersection Improvements – Bid Letting on April 21, 2021 at 10:30 am and Public Hearing on the Plans, Specifications, Form of Contract and Estimate of Cost on April 27, 2021 at 5:30 pm.
- S. Resolution 03-2521 Authorizing Service Contract with SDS Binderworks
- T. Resolution 03-2721 Update of Grimes Fee Schedule for 2021
- U. Claims Report

PUBLIC FORUM

“People wishing to address the Council need to sign up on the sheet which has been provided on the table near the door. Each person will be allowed three minutes from the podium and may address no more than two issues per Grimes Rules of Procedure for Conduct of City Business – May 2005.”

PUBLIC AND COUNCIL AGENDA ITEMS

Council may consider and potentially act on the following Public Agenda items

- A. City of Grimes Annual Budget Fiscal Year 2021-22
 1. Public Hearing for City of Grimes Annual Budget Fiscal Year 2021-22
 2. Resolution 03-0821 Approving City of Grimes Annual Budget for Fiscal Year 2021-2022
- B. Resolution 03-1921 Approving the City of Grimes FY22-26 Capital Improvement Plan

- C. Final Approval to Fund Site-Specific Design, Select the Final Route, and Acquisition Interests in Real Estate for the Grimes Connector Sewer WRA
 - 1. Public Hearing to Approve to Fund Site-Specific Design, Select the Final Route and Acquisition Interest in Real Estate for the Grimes Connector Sewer WRA
 - 2. Resolution 03-1321 to Approve to Fund Site-Specific Design, Select the Final Route and Acquisition Interest in Real Estate for the Grimes Connector Sewer WRA
- D. Third Reading of Ordinance 747 Amending the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 20.7 acres from A-1 Agriculture to R-4 Planned Unit Development Property at SE 19th and South James Street
- E. South James Preliminary Plat
- F. Third Reading of Ordinance 748 2018 Building and Fire Code Adoption
- G. Destination Market Plat 6 Preliminary Plat
- H. Destination Market Plat 6 Final Plat
- I. Christian Brothers Automotive Site Plan
- J. Presentation from Group Creative Services
 - 1. Resolution 03-2621 Accepting/Approving Discovery Phase of the City of Grimes Plan for Growth with Distinction

COUNCIL DISCUSSIONS

- 1. Mayor's Report
 - a. Appointments to Boards and Commissions
- 2. City Staff's Report
- 3. Council Reports

ADJOURNMENT

CITY COUNCIL MEETING
Tuesday March 9, 2021

*Please note the regular City Council Meeting was held as an electronic and in person meeting pursuant to Iowa Code Section 21.8. The meeting was called to order by Mayor Mikkelsen Tuesday March 9, 2021 at 5:32 pm at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.

The Pledge of Allegiance was led by Council Member Jill Altringer.

Roll Call: Present: Mayor Scott Mikkelsen Council Members: David Gisch, Andrew Borcharding, Jill Altringer, Ryan Burger, Absent: Eric Johansen

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.

Moved by Borcharding, Second by Altringer, to approve the agenda.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

CONSENT AGENDA

Approval of the Consent Agenda

A. Minutes from previous meeting B. Resolution 03-0421 Lien to the Polk County Treasurer for Unpaid Service Line Charges C. Alcohol License Renewal for AmericInn Special Class C Liquor License D. Professional Services Pay Requests: a. Pay Request #27 to Veenstra & Kimm, Inc for the WRA Connector \$11,301.96 b. Pay Request #10 to Veenstra & Kimm for the NW Territory Lift Station & Force Main \$1,107.15 c. Pay Request #4 to HR Green for Pavement Management Study \$1,965.00 d. Pay Request #17 to Bolton & Menk, Inc for SW County Line Road Improvements Construction Services \$2,407.00 e. Pay Request #14 to Bolton & Menk, Inc for Highway 44 & SW County Line Road Intersection Improvements \$10,517.00 f. Pay Request #4 to Bolton & Menk Inc for Highway 44 Corridor Study \$14,416.60 E. Pay Applications: a. Pay Application #15 to Shank Constructors, Inc for the Reverse Osmosis Water Treatment Plant Phase 1 \$683,164.95 b. Change Order # 3 Shank Constructors, Inc for the Reverse Osmosis Water Treatment Plant Phase 1 \$312,266.00 F. 03-0621 Personnel Transactions G. Resolution 03-0521 Setting a Date for Bid Letting of April 7, 2021 at 11:00 am and Public Hearing and Award of Contract on April 13, 2021 at 5:30 pm for Brookside Drive Intersection Improvements H. Consent for Improvements: Resolution 03-0721 Autumn Park Plat 5 Lot 30- 1209 NW 3rd St. I. Finance Report J. Claims- Credit Card K. Claims Report \$1,141,663.22

Moved by Borcharding, Second by Altringer, the Consent Agenda shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

PUBLIC FORUM – None

PUBLIC AND COUNCIL AGENDA ITEMS

A. Public Hearing Proposed Max Levy for Fiscal Year 21-22

City Administrator Jake Anderson addressed the Council stating that following the Council's budget workshop, the City had published notice that the Council was considering a budget that would cut the city tax rate by .30 cents per \$1,000. Anderson said, however, the dollars collected in the Cities general property insurance and employee benefit levy will increase by 3.47 percent over last year. Anderson said this is primarily due to new construction in the city, growing valuations and expanded city services.

Anderson said this resolution is necessary as the levy is growing by more than 2 percent, and a super majority vote is required to advance the budget as discussed.

Mayor Mikkelsen Opened the Public Hearing at 5:35 PM. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:36 PM.

Council Member Altringer noted that it was unfortunate that growth of more than 2 percent had not been taken into consideration previously, but she is proud of the work done by the Council on the levy rate reduction and understands the need for this vote.

Council Member Eric Johansen joins the meeting at 5:37 PM

a. Resolution 03-0121 Proposed Max Levy for Fiscal Year 21-22

Moved by Altringer, Second by Borcharding, to approve Resolution 03-0121 Proposed Max Levy for Fiscal Year 21-22

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

B. Public Hearings and Additional Action for CIP Funding

City Administrator Anderson addressed the Council stating at the same budget workshop previously mentioned, the funding sources for Capital Improvement Projects (CIP) was discussed. Anderson stated the first hearing would be for General Obligation Local Option Sales Tax Bonds to be used towards the construction of a new Public Library.

a. Public Hearing on Proposal to Issue General Obligation Local Option Sales Tax Bonds

Mayor Mikkelsen Opened the Public Hearing at 5:39 PM. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:39 PM.

1. Resolution 03-0221 to Take Action to Issue General Obligation Local Option Sales Tax Bonds in a Principal Amount Not to Exceed \$4,280,000

Council Member Gisch stated that he is very excited to see the positive impact from LOSST and finally seeing results from that initiative.

Moved by Gisch, Second by Altringer, to approve Resolution 03-0221 to Take Action to Issue General Obligation Local Option Sales Tax Bonds in a Principal Amount not to exceed \$4,280,000.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

b. Public Hearing on Proposal to Enter Into an Essential Purpose Loan Agreement

City Administrator Anderson stated this proposal is related to the CIP Funding to address the usage of the funds. Anderson said this will fund city infrastructure such as water, sewer and street projects.

Mayor Mikkelsen Opened the Public Hearing at 5:42 PM. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:43 PM.

c. Public Hearing on Proposal to Enter Into a General Purpose Loan Agreement

City Administrator Anderson stated that this agenda item is to address park improvements as part of the CIP.

Mayor Mikkelsen Opened the Public Hearing at 5:43 PM. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:44 PM.

d. Public Hearing on Proposal to Enter into an Urban Renewal Loan Agreement

City Administrator Anderson said that it is the intent to utilize these funds to supply the remaining portion of the costs for the new Public Library construction.

1.Resolution 03-0321 Taking Additional Action on Proposals to Enter into General Obligation Loan Agreements, Providing for the Combination of Certain General Obligation Loan Agreement and Providing for the Levy of Taxes to Pay the Same

Mayor Mikkelsen Opened the Public Hearing at 5:45 PM. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:45 PM.

Moved by Gisch, Second by Borcharding, to approve Resolution 03-0321 Taking Additional Action on Proposals to Enter into General Obligation Loan Agreements, Providing for the Combination of Certain General Obligation Loan Agreements and Providing for the Levy of Taxes to Pay the Same

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

C. Second Reading of Ordinance 747 Amending the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 20.7 acres from A-1 Agriculture to R-4 Planned Unit Development Property at SE 19th and James Street

Development Services Director Alex Pfaltzgraff addressed the Council stating that this project consists of 20.69 acres located at the northeast corner of S. James Street and SE 19th Street. Pfaltzgraff said the property is currently zoned agricultural and the developer is proposing a PUD. He stated the proposed lay out consists of approximately 3 acres designated as storm water detention to the north, the middle portion designated for townhome development, and about 6 acres for a possible church site to the south. Pfaltzgraff noted that as requested at the previous review, the developer added additional aesthetics to the townhome elevations along James Street. Pfaltzgraff noted that the developer was asking for the ability to allow up to 50 percent of the units to have single, rather than double car garages. Pfaltzgraff wanted to have the council's direction and comments prior to drafting a developer's agreement. Council Member Altringer said she appreciated the additional aesthetics added, but questioned the longevity and marketability of allowing single car garages and expressed concern about the likelihood of excessive outdoor parking. General discussion continued about the single car concept. Keith Weggen, Civil Design Advantage, 3405 SE Crossroads Drive, addressed the council stating that they have seen an increased interest in home products with a smaller footprint, including a single car garage. Weggen said this offers a more affordable product for those looking to purchase a home rather than renting.

Moved by Gisch, Second by Borcharding, to approve the Second Reading of Ordinance 747 and give direction for a maximum of 50% of the units to have a single car garage in the Development Agreement.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

D. Second Reading of Ordinance 748 2018 Building and Fire Code Adoption

Pfaltzgraff addressed the Council stating this project is the result of joint efforts by the Building Department as well as the Fire Marshall. He said they worked together to come up with a code and adopt regulations that meet the intent of the development community as well as City Staff and Council. Pfaltzgraff stated that there had not been any material changes to this Ordinance since the public hearing and first reading.

Moved by Gisch, Second by Altringer, to approve the second reading of Ordinance 748 for the 2018 Building and Fire Code Adoption.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

1. Mayor's Report-

Mayor Mikkelsen noted that he recently had the opportunity to interact with a number of clubs and committee members that are currently working with the Park & Recreation department on upcoming

projects. Mayor Mikkelsen expressed appreciation for the dedication and commitment both on the committees as well as clubs working on projects to enhance the community.

2. City Staff's Report – No Report

3. Council Reports-

Council Member Gisch noted that the Citywide Cleanup is scheduled for May 10th and 11th. Gisch wanted everyone to be aware that previously, the cleanup events took place on a Friday and Saturday, and this year it would be on a Monday and Tuesday. Mayor Mikkelsen verified that the cardboard drop-off location that was at the waterworks park location had been moved to across from the Community Center, and another is located at Public Works.

ADJOURN

Moved by Borcharding, Second by Burger, to adjourn the meeting at 6:11 P.M.

Roll Call: Ayes: All, Nays: None Motion passes 5 to 0

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

RESOLUTION NO. 03-1121

WHEREAS the City of Grimes, Iowa, has established a Water Rates Ordinance (Chapter 92, Grimes Code of Ordinances) pursuant to which the City of Grimes operates and provides for water service within the limits of the City of Grimes.

WHEREAS, the following property owner has not paid charges for service line repair provided by the City to the property. Such utility charges have been sent to said property owner, as described in Exhibit "A" attached hereto, reference Bond #0020400 and when not paid by April 9, 2021, are delinquent and shall be charged as a lien against the property.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Grimes, Iowa:

That the City Clerk is hereby directed to certify said charges to the Polk County Treasurer and have such charges assessed against the real estate and premises serviced, which charges are to be collected and returned in the same manner as other taxes.

PASSED AND APPROVED THIS 9th day of March 23, 2021.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk

March 9, 2021

Polk County Treasurer
Attention: Rebecca Lawrence
111 Court Avenue
Des Moines, IA 50309-2298

Re: Unpaid Service Line Repair – 610 North James Street

Dear Rebecca:

Enclosed, please find a certified copy of Resolution 03-1121, certifying charges to the County Treasurer for collection, against the property listed in Exhibit A attached to the resolution.

Please accept this letter and enclosures as notice to certify said charges and have the charges assessed as a lien against the real estate and premises services.

Thank you for your help in this matter. Please contact me if you have any questions.

Sincerely,

Rochelle Williams
City Clerk

Encl.

CERTIFICATION

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the foregoing to which this certificate is attached is a true and correct copy of:

Resolution No. 03-1121, Authorizing Grimes City Clerk to Certify to the Polk County Treasurer For Collection of Unpaid Water Services.

In witness whereof, I have hereunto set my hand and affixed the City Seal this 23rd day of March 2021.

Rochelle Williams, City Clerk
Grimes, Iowa

(seal)

Assessment for Unpaid Utilities

Type 10

BOND # 202101

[illegible]



*101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of 03/23/2021

AGENDA HEADING: Resolution Approving Equipment Transactions Pursuant to the FY21 Budget

SYNOPSIS: The Public Works Department has identified equipment transactions that will enable city staff to provide safer and improved services to the residents of Grimes. Public Works is requesting:

- 1) Trade in the current Bobcat and Polaris utility vehicles for two (2) newer, more versatile Kubota utility vehicles that will enable for better, faster snow removal of city trails during the winter and improve greenspace and creek clean-up operations during the warmer times of the year.
- 2) Purchase two (2) utility golf carts for the North and South Sports Complexes. Currently, there are 25 tournaments/sporting events scheduled for the South Sports Complex and 27 tournaments/sporting events scheduled for the North Sports Complex from April 2021 through August 2021. There will also be recreation softball and baseball during certain times of the summer as well. The carts will be utilized every weekend for these events and during the week when staff is conducting routine maintenance on the facilities.
- 3) Purchase a Hot Mix Trailer for pothole repair operations. The trailer would allow for safer and more efficient pothole repairs on City streets. The current method limits Public Works Employees to a certain vehicle when performing routine maintenance and has a material handling point that is too high and not very ergonomic creating the potential for workplace injuries. The new trailer will be utilized by more than one vehicle and have a material handling point that is lower and more ergonomic. The old hot mix box style attachment would be disposed of to help offset the cost of the new trailer.
- 4) Dispose of the 1994 CAT Front Loader to also offset the cost of the Hot Mix Trailer. The front loader is seldomly used and has lots of rust and other mechanical issues. The Public Works



*101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

Department has a different, newer 2011 front loader that is used more often and only one is needed for departmental operations.

- 5) Dispose of a 2004 Ford F250 pick-up that needs the front end replaced and the cost of repairs is equal to or more than the value of the truck. Funds from the sale of the truck can offset other equipment purchases.

FISCAL IMPACT:

Purchases

Equipment Description	Use	Cost
2 - Kubota Utility Vehicles	Parks and Trails	\$51,670.00
2 - Utility Golf Carts	Sports Complexes	\$13,916.00
1 - Hot Mix Trailer	Streets	\$33,537.00
TOTAL		\$99,123.00

Disposals

Equipment Description	Trade-in/Sale	Estimated Value
1 - Polaris Brutus UTV	Trade-in	\$7,300.00
1- Bobcat UTV	Trade-in	\$5,800.00
1 - Truck	Sale on Gov Deals	\$3,625.00
1- Front Loader	Sale on Gov Deals	\$30,000.00
1- Hot Mix Box Attachment	Estimated Sale	\$7,000.00
TOTAL		\$53,725.00

PREVIOUS COUNCIL ACTION(S): Approved FY21 budget which included funds for equipment purchases.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval of the equipment transactions.

RESOLUTION APPROVING EQUIPMENT TRANSACTIONS PURSUANT TO FY21
BUDGET

Grimes Resolution No. 03-2021

WHEREAS, the Public Works Department has budgeted for and planned certain equipment purchases; and

WHEREAS, the City's Purchasing Policy as adopted prescribes the solicitation of quotes, state bid, or the utilization of a purchasing consortium and the proposed acquisitions meet those policy requirements; and

WHEREAS, the Public Works Director recommends the following equipment acquisitions and/or disposals.

NOW THEREFORE, be it resolved by the City Council of the City of Grimes, Iowa that:

Section 1. The following acquisitions including add-ons and labor are hereby approved:

Equipment Description	Use	Cost
2 - Kubota Utility Vehicles	Parks and Trails	\$51,670.00
2 – Utility Golf Carts	Sports Complexes	\$13,916.00
1 – Hot Mix Trailer	Streets	\$33,537.00
TOTAL		\$99,123.00

Section 2. The following disposals are hereby approved:

Equipment Description	Trade-in/Sale	Estimated Value
1 - Polaris Brutus UTV	Trade-in	\$7,300.00
1- Bobcat UTV	Trade-in	\$5,800.00
1 - Truck	Sale on Gov Deals	\$3,625.00
1- Front Loader	Sale on Gov Deals	\$30,000.00
1- Hot Mix Box Attachment	Estimated Sale	\$7,000.00
TOTAL		\$53,725.00

Section 3. Budgeted funds are hereby authorized to be disbursed and staff is hereby authorized to carry out and execute any action or instrument necessary to fulfil the provisions of this resolution.

PASSED AND APPROVED this 23rd day of March, 2021.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk



A Textron Company

**Purchase Agreement Between Miller & Sons Golf Cars, and
City of GRIMES**



Miller & Sons proposes the following purchase options:

Quantity	Model	Year	Term	Net Payment Per Car	Net Payment Per Month
2	Cushman 1200X	2021		\$8,108.00	\$16,216.00
or 2	Cushman 800X	2021		\$6,958.00	\$13,916.00
				Sub-Total	

Included Accessories: Any change to the accessory list must be obtained in writing at least 45 days prior to the production date.	Standard Augusta Green	Delivery and setup - Included
	Brush Guard - STD	Factory 2 year Limited Warranty
	Comfort Steering w/ Score Card - INC	
	Factory Freight - Included	

Trades	Year	Description	Unit Price	Extension
All Trades must be in Fleet running condition. Cars that are not running, have missing equipment or excessive damage will be adjusted accordingly. All electric cars must have working chargers.				
Delivery Date July		Terms Payment 30 days from Delivery		\$0.00

Payment Schedule Terms:

Seasonal Pay

Delivery: July

1-Jul 0

Special Considerations:

All taxes are the responsibility of the Purchaser.

Warranty: Standard Cushman 2 year Limited Warranty

Prices quoted are those in effect at the time of quotation and are guaranteed subject to acceptance within 30 days. Applicable state, local taxes and insurance are not included. All pricing and trade values are contingent upon management approval.

Miller & Sons

Skip Miller

Accepted By: _____

Title: _____

Date: _____

Accepted By: _____

Title: Owner

Date: 5/8/2021

Jeremiah A. Thayer

From: Golf Cars of Iowa Pleasant Hill, IA <golfcarsofiowa@hotmail.com>
Sent: Wednesday, March 03, 2021 11:55 AM
To: Jeremiah A. Thayer
Subject: Cushman Hauler Quote

[Cushman Hauler 800X](#) Link to Brochure

[Cushman Hauler 1200X](#) Link to Brochure

City of Grimes
Jeremy Thayer
515-986-9636

New Haulers

2020 Cushman Hauler 1200 Gas Efi. with Plastic Box & Top \$7300
2020 Cushman Hauler 1200 Gas Efi. with Aluminum Box & Top \$7700

2021 Cushman Hauler 800X Gas Efi with Plastic Box & Top \$7900
2021 Cushman Hauler 800X Gas Efi. with Plastic Box, Limited Slip Rear End & Top \$8250

2021 Cushman Hauler 1200X Gas Efi. with Plastic Box & Top \$9050
2021 Cushman Hauler 1200X Gas Efi. with Plastic Box, Limited Slip Rear End & Top \$9400

Fold Down Windshield \$225

Free Delivery

If you buy 2 or more cars we would offer you a \$300 Discount per unit

If you have any other questions or changes just let me know. Nice talking with you and thanks for the opportunity to bid.



Jeremiah A. Thayer

From: barb@bdturfcars.com
Sent: Wednesday, March 03, 2021 3:45 PM
To: Jeremiah A. Thayer
Subject: Hauler Quote
Attachments: umax hauler 4.jpg; umax hauler 3.jpg; umax hauler 2.jpg; umax hauler1.jpg; cushman hauler1.jpg; cushman hauler 2.jpg

Hello Jeremy,

So in regards to your call requesting a quote for two Cushman 1200 Haulers, like I said we have one available for \$6800, nothing on order right now, if we were to put in an order, it would not be available until 2022. Now we do have two Yamaha UMAX Haulers here that are available for sale. One Orange one and One Blue one. The Orange one is a 2021 and it is going for 9,400, and the Blue one is a 2018, without a top but can have one put on and it is going for 7,500. If no top is wanted for the blue one, we can adjust the price. I have attached photos of the two UMAX Haulers and of the Cushman Hauler, let me know what you think, just shoot me an e-mail.

Thank you,
Barbara Balerio
BDTurfCars

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



SOURCEWELL PRICE QUOTE

CONTRACT #052417-FRM

No. OZ011221-810

2600 W Salzburg
Freeland, MI 48623
Phone: (989) 495 – 9332
Fax: (989) 495 – 9342

Requested By: Logan Contractors Supply – City of Grimes, IA

Quote Date	Quote Good Through	Freight Terms	Requested By	Payment Terms
01/12/21	3/12/21	FOB Midland, MI	Dan Ribbons	Net 30

Qty	Item No	Description	Price
1	MI10259	4-Ton Falcon Asphalt Recycler & Hot Box Trailer 12-Volt Battery Triple Wall Construction and Fully Insulated Automatic Temperature Control Single Diesel Burner VIP Technology - Voltage Indicator and Protector Controller Automatically Prevents Burner(s) from Operating Below Burner Manufacturer's Required Voltage One-Piece, Seamless Ceramic Combustion Chamber Independently Certified 92% Fuel Efficiency Tandem Axle Trailer Frame - 2" x 6" x 1/4" Tubular Steel Diamond Tread Plate Hopper Access Platform Electric brakes with safety breakaway Conspicuity Tape Included Options: Battery Charger Package Dump Box (12-Volt Electric Over Hydraulic) Standard frame – 16' LED Lighting Upgrade - Two Red Stop/Tail/Turn Lights and One Amber Strobe Per Side LED night work lights Strobe Warning Light Release Agent Sprayer Basket Upgrade to ST235/80R 16" Tires - Load Range E Tool Holder - 3-Positions Timer - 24-Hour	\$32,297

Operator, Parts and Service Manual
Two-Year Machine Warranty and Lifetime Frame Warranty
Freight to Grimes, IA,

Included
Included
\$1,240

Plus Applicable Sales Tax

Why Falcon?

It's Versatile

- Recycle leftover asphalt, chunks and millings (a dual burner unit is required to recycle millings)
- Transport asphalt and keep it hot all day and hold it overnight
- Heat and re-heat cold patch

It's Cost-Effective

- When used as a hot box, it eliminates asphalt waste that occurs in the back of an unheated truck bed
- When used as a recycler, it recycles leftover asphalt and asphalt chunks torn up from the pavement
- Independently certified 92% fuel efficiency – uses less than 3 gallons of fuel per 8-hour shift

It's Reliable

- VIP Technology (patent pending) – Protects burner components by automatically preventing burner from operating with low battery voltage
- A Falcon is designed to allow the burner to run while in tow - preventing material from cooling while being transported
- Heat management system is engineered to provide even hopper temperatures – eliminating material scorching from hot spots and material hardening from cold spots
- Standard 2-year machine warranty and lifetime frame warranty

It's a Falcon

REMIT TO:
5461 NW 2ND STREET
DES MOINES, IOWA 50313
(515) 635-0161

CAPITAL CITY KUBOTA

INVOICE K 12052

SALES • SERVICE

Cust. P.O. #: _____

Name: Jeremy Thayer
Company: City of Grimes
Address: 101 N Harvey St
Grimes, IA 50111

Email: jthayer@grimesiowa.gov
Date: 3/15/2021
Terms: Net 30 / Gov Pricing
Phone: 515-986-3176

I (we), the undersigned, hereby order from you the Equipment described below, to be delivered as shown above. This order is subject to your ability to obtain such Equipment from the manufacturer and you shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

QTY	DESCRIPTION	TOTAL PRICE
1	One New Kubota RTV-X1100CWL-AS Utility Vehicle S/n: A5K2ZGDBHM604276	\$20,385.00
1	One New Boss MSC12480 V-Plow S/n: 407720671	\$4,400.00
	Assembly/Set up	\$550.00
	RTV w/ -77700-VC5058 Strobe kit	
	-K7731-99630 Rear work light	
	-K7731-99620 Front Work Lights	
	-K7731-99610 Turn/Hzd kit	
	-HDWS Tires/Steel wheels	

Trade-In Make: Bobcat w/ Bucket
Trade-In Model: 3650 UR - UVSBD69 Blade
Trade-In Serial No: 4XAAVW4A1D7011279 - A2GJ00652

Sub Total: \$25,335.00
Trade Allowance: \$5,800.00
Sub Total: _____
Misc.: _____
Sales Tax: _____
Net Total: _____
Deposit: _____
Balance Due: \$20,035.00

Comments:

Date

Accepted

By: _____

By: _____

Capital City Equipment Co.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

BUYER AGREES TO ALL TERMS AND CONDITIONS OF SALE SET FORTH ON THIS PAGE AND ON THE OTHER SIDE.

RETAIL PURCHASE ORDER

REMIT TO:
5461 NW 2ND STREET
DES MOINES, IOWA 50313
(515) 635-0161

CAPITAL CITY KUBOTA

INVOICE K 12053

SALES • SERVICE

Cust. P.O. #: _____

Name: Jeremy Thayer
Company: City of Grimes
Address: 101 N Harvey St
Grimes, IA 50111

Email: jthayer@grimesiowa.gov
Date: 3/15/2021
Terms: Net 30/Gov Pricing
Phone: 515-986-3176

I (we), the undersigned, hereby order from you the Equipment described below, to be delivered as shown above. This order is subject to your ability to obtain such Equipment from the manufacturer and you shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

QTY	DESCRIPTION	TOTAL PRICE
1	One New Kubota RTV-X1100CUL-AS Utility Vehicle S/n: A5KC2GDBCMG064336	\$20,385.00
1	One New Boss MSC 12480 V-Plow S/n: 406994040	\$4,400.00
	Assembly/Setup	\$550.00
	RTV w/ - 77700-VC5058 Strobe Kit	
	- K7731-99630 Rear Work Light	
	- K7731-99620 Front Work Light	
	- K7731-99610 Turn/HZD Kit	
	- HD105 Tires/Steel wheels	

Trade-In Make: Polaris w/ Bucket & Forks
Trade-In Model: Brutus
Trade-In Serial No: 4XA2M9JD9D7330131

Sub Total: \$25,335.00
Trade Allowance: \$7,300.00
Sub Total: _____
Misc.: _____
Sales Tax: _____
Net Total: _____
Deposit: _____
Balance Due: \$18,035.00

Comments:

By: _____ Date _____
Accepted _____

By: [Signature] Capital City Equipment Co.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION
BUYER AGREES TO ALL TERMS AND CONDITIONS OF SALE SET FORTH ON THIS PAGE AND ON THE OTHER SIDE.
RETAIL PURCHASE ORDER

Council Meeting: 3.23.21

ABD License Renewal:

El Huapango- 3/30/21 3600 SE Gateway Drive #108



State of Iowa
ALCOHOLIC
BEVERAGES DIVISION

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- > [Local Endorse](#)
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Applicant License LC0045188, El Huapango Mexican Restaurant, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

LENGTH OF LICENSE REQUESTED:

(Choose one of the following):

- ☒ 12 month
- ☐ 8 month
- ☐ 6 month
- ☐ 14 day
- ☐ 5 day

License Status: Pending Dram Shop

Original issue date of license: 03/18/2019 MM/DD/YYYY

Issue date of current license: MM/DD/YYYY

License effective date: 03/31/2021 MM/DD/YYYY

License expiration date: 03/30/2022 MM/DD/YYYY

Number of days notice: 0

70 day notice: 0

Cancel date: MM/DD/YYYY

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Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

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Privileges **LC0045188, El Huapango Mexican Restaurant, Grimes**

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

Select one or more of the privileges you wish to have for your Class C Liquor License (LC) (Commercial). If no privileges are applicable please leave all boxes unchecked and hit the next button.

PRIVILEGES:

- ☐ Brew Pub
- ☐ Catering Privilege
- ☐ Class B Native Wine Permit
- ☐ Class B Wine Permit (Carryout Wine - Includes Native Wine)
- ☐ Living Quarters
- ☐ Outdoor Service
- ☒ Sunday Sales

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Ownership LC0045188, El Huapango Mexican Restaurant, Grimes

After completion click on the [NEXT](#) link to continue to the next screen, or the [BACK](#) link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Corporate applicant's, list all shareholders having 10% or more interest in the corporation and all officers and directors of the corporation regardless of ownership interest. Sole Proprietors shall also include their spouse even if the spouse owns 0% interest. Non-profit corporations or associations need to list officers. Partnerships and Committees not registered with the Secretary of State office will need a trade name filing from their county recorder's office.

If you want to change ownership information at renewal time please finish the renewal with the current ownership listed. When you are finished please go to the Action List and submit an Ownership Update Application along with the license renewal.

Owners:

Name	Address	Percentage	
Maximino Escorcía	1257 E 33rd St, Des Moines, IA, 50317	50.00 %	View
Moises Escorcía	713 Winegardner Rd, Des Moines, IA, 50317	50.00 %	View

1

First Name:	Last Name:		
Address:			
Address Line 2:			
City:	State: Please Select	▼	
Zip:			
Position:	SS#:	U.S. Citizen: Please Select ▼	
Date of Birth:	MM/DD/YYYY	% of Ownership:	
Add			

Please make sure you press "Add" after each owner's information is listed above before pushing the next button.

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*101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of 03/23/2021

AGENDA HEADING: Informal Bid for the Installation of New Warning Sirens

SYNOPSIS: With storm events such as the Derecho, a funding opportunity has been identified by the City Administrator, Public Works Department and Fire Department. Funding has become available through the CARES Act for the addition of three (3) additional outdoor warning sirens to alert residents when severe weather is approaching.

These new sirens are vital to resident safety and the need for these new sirens is due to the fast-paced growth of the City of Grimes. The City has actually outgrown the warning coverage that is provided by the current system.

To ensure a fair process for selecting a contractor for the installation of the new warning sirens, an informal bid process was utilized. The request for bids were sent out on March 3, 2021 and the project is expected to be completed by June 10, 2021.

FISCAL IMPACT: The Public Works Department received the following submittals:

Frontline Warning Systems - \$73,433.00

Federal Signal - \$82,623.98

Blue Valley Public Safety – No Response

Funding to be provided through the CARES Act for this project.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: Staff recommends accepting the bid from Frontline Warning Systems to install 3 new warning sirens in the City of Grimes.

RESOLUTION TO ENTER INTO A CONSTRUCTION CONTRACT FOR THE
INSTALLATION OF NEW WARNING SIRENS IN THE CITY OF GRIMES

Grimes Resolution No. 03-0921

WHEREAS, the City of Grimes is experiencing considerable growth and this new growth has caused the City of Grimes to expand beyond warning siren coverage for severe weather and other emergencies; and,

WHEREAS, the Fire Department has determined three (3) new warning sirens are needed to provide adequate warning to the citizens of the City of Grimes; and,

WHEREAS, the Public Works Department utilized an informal bid method to ensure a fair and complete contractor selection process; and,

WHEREAS, it was determined that Frontline Warning Systems submitted the lowest bid in the amount of \$73,433.00 for installation of the new warning sirens; and,

WHEREAS, a proposed contract for Frontline Warning Systems to perform this contract is attached;

THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the contract to install three (3) new warning sirens be awarded to Frontline Warning Systems for the City of Grimes, and that the Mayor is authorized to execute the attached contract on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ the 23rd day of March, 2021, and approved this ___23rd day of March, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

RESOLUTION GRANTING AUTHORITY TO MAYOR TO ENTER INTO MEAL SITE
LEASE AGREEMENT

Grimes Resolution No. 03-1021

WHEREAS, the City of Grimes and Polk County have a shared interest in providing a Meal Site for individuals and families qualifying for nutrition assistance;

WHEREAS, Polk County has agreed to operate a Meal Site in exchange for a reasonable lease agreement to have access to a portion of the Grimes Community Center;

WHEREAS, the attached Lease Agreement has been negotiated between the governmental entities, and has been deemed acceptable;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the attached Lease Agreement.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ the ____ day of _____, 2021, and approved this _____ day of _____, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

LEASE AGREEMENT

BY and BETWEEN THE CITY OF GRIMES, IOWA
and THE COUNTY OF POLK, IOWA

GRIMES COMMUNITY COMPLEX

This Lease Agreement ("AGREEMENT") is entered into this ____ day of _____, 2021, by and between the CITY OF GRIMES IOWA ("CITY" or "PARTY") and COUNTY OF POLK, IOWA, a governmental subdivision organized under the laws of the State of Iowa ("COUNTY" or "PARTY") (collectively "PARTIES").

RECITALS

- A. The CITY is the owner of the real property and improvements encompassing and known as the Grimes Community Complex, Grimes 401 SE. Main Street, Grimes, Iowa 50111 (the "CENTER")
- B. The CITY desires to offer the programs and services associated with a Senior Congregate Meal Site at the CENTER; and
- C. The COUNTY, acting through its Community, Family & Youth Services Department's Senior Services Administration, possesses the personnel and support services so as to provide the programs and services associated with a Senior Congregate Meal Site; and
- D. The CITY AND COUNTY, and their respective citizens, will mutually benefit from the provision of programs and services associated with a Senior Congregate Meal Site at the CENTER; and
- E. The CITY and COUNTY desire to enter into an agreement for the use of the CENTER as the site for the provision of the programs and services associated with a Senior Congregate Meal Site.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the CITY and COUNTY agree as follows:

1. LEASE SPACE

In consideration of the rents, covenants, and agreement to be performed by COUNTY, the CITY hereby leases to the COUNTY, and COUNTY rents from the CITY, the CENTER'S cafeteria and kitchen areas (LEASE SPACE) during the hours and days specified in this AGREEMENT (the "LEASE SPACE"). The LEASE SPACE consists of approximately 2,504 square feet, and includes the cafeteria, kitchen, and storage areas as shaded in blue on the floor plan attached hereto as APPENDIX A.

Included in the rent, the COUNTY shall further have the right to use, in common with others, the parking areas, restrooms, driveways, sidewalks, and other landscaped areas of the CENTER, subject to the terms of this Agreement and any reasonable rules or regulations adopted by the CITY.

2. TERM

The term of this AGREEMENT shall be three years, commencing on April 1, 2021 continuing in effect and expiring on March 31, 2024, unless otherwise extended or amended by agreement of the parties. Tenant shall not occupy any portion of the LEASE SPACE beyond the termination or expiration of this AGREEMENT, and any holdover by the COUNTY shall not cause the AGREEMENT to automatically renew.

If the COUNTY wishes to extend this AGREEMENT, it shall give the CITY written notice no later than 120 days prior to the expiration of the lease term, and the parties agree to negotiate in good faith to amend or extend this AGREEMENT.

Notwithstanding, the terms and provisions of this AGREEMENT may be amended from time to time as mutually agreed by the parties, subject to approval by resolution or motion of the PARTY'S respective Council or Board authorizing the execution of such amendment.

3. RENTAL PAYMENTS

Upon execution of this AGREEMENT, the COUNTY shall pay to the CITY as rent the sum of \$5,577.00, for the period of July 1, 2020 to June 30, 2021, during which the COUNTY has, and will continue to offer curbside meals only. Commencing on July 1, 2021, and each year thereafter, Rent shall be charged at an annual rate of \$5.50 per square foot, for a total of \$13,772.00 per year. Rent shall be payable to the CITY by delivery to the Grimes City Clerk at the start of the lease term and each year thereafter on or before July 1st. The COUNTY shall also be responsible for other charges and obligations related to its operation of the LEASE SPACE as set forth in this AGREEMENT, but the CITY will not charge an additional CAM fee for use of the common areas described in Section 1.

4. GOVERNANCE

No separate entity is created by this AGREEMENT.

5. ADMINISTRATION

This AGREEMENT will be administered by the CITY'S City Administrator or designee and the COUNTY'S General Services Director or designee.

6. ALTERATIONS AND CONDITION

The COUNTY accepts the LEASE SPACE in as-is- condition, and the parties agree that the CITY is not required to make any improvements thereto. Except as provided elsewhere in this AGREEMENT, the COUNTY shall not make any alterations or improvements, or install any equipment or fixtures in the LEASE SPACE or CENTER without the prior consent of the CITY.

7. OWNERSHIP

The CENTER is and will at all times be owned by the CITY. The COUNTY owns and will at all times own the items listed in **APPENDIX B.**

8. USE OF CENTER

- a. The CITY shall provide the COUNTY exclusive use of the LEASE SPACE for a Senior Congregate Meal Site to serve significant health, recreational and educational purposes within the Grimes area, on Monday through Friday between the hours of 9:00AM and 3:00PM. The LEASE SPACE shall be available to the CITY for its exclusive use at all other times, and as may be mutually agreed upon by the CITY and the COUNTY.
- b. The COUNTY shall have the right to staff the LEASE SPACE to provide those public programs and activities that are traditionally associated with a Senior Congregate Meal Site.
- c. Subject to CITY approval, the COUNTY shall have the right to use appropriate signs bearing COUNTY identification and other appropriate logos on the exterior of and within the CENTER.
- d. The COUNTY shall not use the LEASE SPACE or CENTER in any way which would adversely affect the value or character of the CENTER, or otherwise violate the ordinances, rules or regulations of the CITY.
- e. The use of the LEASE SPACE by the CITY shall not unreasonably interfere with the ability of the COUNTY to provide full service Senior Congregate Meal programming sufficient to meet its obligations under this AGREEMENT.
- f. The CITY may make the LEASE SPACE available for use by civic and community groups for meetings, events and private rentals, as requested. Such events shall be scheduled in a manner which will not unreasonably interfere with the COUNTY. The CITY shall have the sole right to establish all ordinances, rules, regulations and policies regarding use of the CENTER.
- g. The CITY shall be responsible for timely clean-up of the LEASE SPACE after private rentals and prior to 9:00 am on Monday.

9. DUTIES OF THE CITY

- a. The CITY shall be responsible for providing all utilities at its sole expense.
- b. The CITY shall be responsible for the maintenance and upkeep of the building envelope and mechanical, electrical and plumbing systems.
- c. The CITY shall be responsible for the maintenance and upkeep of the grounds surrounding the CENTER.
- d. Subject to availability, the CITY will provide one additional mutually agreeable room for private medical screenings up to four (4) days per month. The COUNTY will be responsible for supplying any necessary medical furniture, supplies, medical personnel, or equipment, and handle the proper disposal and clean-up of any used medically related supplies.
- e. The CITY shall be responsible for providing telephone service and equipment.
- f. The CITY shall be responsible for snow removal.
- g. The CITY shall be responsible for contracting for garbage removal from the CENTER.
- h. The CITY shall be responsible for cleaning the CENTER floors, cleaning and stocking all restrooms on Monday and Wednesday of each week prior to 9:00 a.m. or after 3:00 p.m.
- i. The CITY shall be responsible for ensuring all trash is removed from CENTER and all floors, counters, kitchen equipment, tables and chairs are clean and set up prior to Monday at 9:00 a.m., if the CITY has permitted use of the LEASE SPACE after the most previous use by the COUNTY.
- j. The CITY shall be responsible for opening and closing the CENTER from 3:00 p.m. Friday through 7:00 a.m. Monday.
- k. The CITY shall be responsible for the repair or replacement of equipment and furniture, except that the COUNTY shall be responsible for repairing and replacing the kitchen equipment, tables, chairs, and other items owned by the COUNTY.
- l. The CITY shall, to the extent reasonably practicable, perform any repairs or maintenance in the LEASE SPACE as required under this AGREEMENT at times other than the hours of 8:00 a.m. through 3:00 p.m. Monday through Friday.

10. DUTIES OF THE COUNTY

- a. The COUNTY shall be responsible for providing the necessary staff, food, drink, utensils, plates, napkins, glasses, medical personnel and supplies, and support services to accommodate a Senior Congregate Meal Site at its sole expense.
- b. The COUNTY shall be responsible for providing and maintaining kitchen equipment, tables and chairs, listed in **APPENDIX B**. The COUNTY shall be responsible for all damages caused by or arising from the COUNTY'S use of the LEASE SPACE.
- c. The COUNTY shall be responsible for daily sweeping, mopping floors, and removal of garbage for all Senior Congregate Meal Site activities within the CENTER.
- d. The COUNTY shall be responsible for daily cleaning of counter, kitchen equipment, stove, sink, silverware, glasses, plates, bowls, tables and chairs Monday through Friday for all Senior Congregate Meal Site activities at the CENTER
- e. The COUNTY shall promptly notify the CITY of any maintenance concerns regarding the LEASE SPACE or CENTER.

11. COMPLIANCE WITH THE LAW

The CITY and the COUNTY shall comply with all ordinances of the CITY and obtain all licenses or permits which may be required for the conduct of business within the terms of this AGREEMENT, or which may be required for the making of repairs or improvements to the CENTER for its specific operations.

12. INSURANCE

- a. Pursuant to Chapter 670 of the Code of Iowa, the CITY and the COUNTY shall each be responsible for the cost of their own tort liabilities associated with the operation of the CENTER. Each PARTY shall self-insure and/or carry insurance for the coverage included in **APPENDIX C**. Any liability policy shall be endorsed to preserve governmental immunities afforded by Iowa Code Chapter 670.
- b. Mutual Waiver of Subrogation: To the extent permitted by law, the CITY and the COUNTY hereby release the other, including its elected and appointed officials, its employees, agents and volunteers and others working on its behalf, from and against any and all liability or responsibility to the other or anyone claiming through or under the other by way of subrogation or otherwise, for any loss or damage to property, bodily injury or occupational injury, caused by fire or any other casualty.

13. TERMINATION OF AGREEMENT

This AGREEMENT shall terminate upon expiration of the AGREEMENT term. This AGREEMENT may also be terminated prior to expiration of the AGREEMENT term, as follows:

- a. By mutual AGREEMENT of the PARTIES and pursuant to a thirty (30) day written termination AGREEMENT.
- b. By convenience by either PARTY with ninety (90) written notice of termination served on the other PARTY pursuant to the requirements of section 16 of the AGREEMENT.
- c. If either PARTY determines the other is in default, it shall mail a notice to the other party stating the particulars of the default and offering a reasonable opportunity to cure of at least 30 days. Each PARTY agrees make a good faith effort to resolve the matter informally prior to the end of the termination notice period. If, after receipt of notice of default pursuant to this subsection (c), the COUNTY fails to cure the default during the period specified in the notice, the CITY may elect to terminate this AGREEMENT, and may immediately upon termination repossess the LEASE SPACE, and shall not be required to return, refund or otherwise pay the COUNTY any amounts previously paid to the CITY pursuant to this agreement, which shall be retained by the CITY as liquidated damages and not as a penalty.

In the event of termination pursuant to subsections (a) or (b) of this Section 13, the annual rent shall be prorated on a monthly basis, and the COUNTY shall be entitled to a refund of any rental amounts paid in advance based on the number of whole months remaining in the then current lease year.

14. OWNERSHIP/DISPOSITION AT TERMINATION

Upon expiration or termination of this AGREEMENT, the CITY will retain sole ownership of the Center. Upon termination of this AGREEMENT the COUNTY shall retain sole ownership of all items listed on APPENDIX B.

15. ASSIGNMENT

Neither the CITY nor the COUNTY shall assign its interest or obligations under this AGREEMENT without the prior written consent of the other PARTY.

16. NOTICES

Notices as provided for in this AGREEMENT to the CITY shall be deemed sufficient if sent by certified mail with return receipt requested to the City of Grimes, Attention: Grimes City Administrator, Grimes City Hall, 401 SE. Main Street, Grimes, Iowa, 50111.

Notices as provided for in this AGREEMENT to the COUNTY shall be deemed sufficient if sent by certified mail with return receipt requested to Polk County, Attention: John Tyler, Director General Services, 111 Court Avenue, Suite 365, Des Moines, Iowa, 50309. All notices shall be deemed given on the day of receipt.

17. ENTIRE AGREEMENT

This AGREEMENT, including attachments hereto and by this reference incorporated herein, constitutes the entire understanding between the PARTIES and cannot be modified or terminated orally, but only by agreement in writing signed by both PARTIES.

18. COVID-19

In the event that the COUNTY determines that, due to pandemic or public emergency which threatens the health, safety or welfare of seniors, it would be prudent or advisable to offer curbside meals only, and to not allow seating within the LEASE SPACE, the COUNTY may give 30 days' written notice to the CITY its intent offer curbside-only meals, after which, the rental square footage contemplated in this AGREEMENT shall be reduced to 1,014 sf, and the rent owed under this AGREEMENT shall be reduced by an amount corresponding to the reduction in square footage for the period that the curbside-only meal plan is in effect (\$464.75/month, or \$5,577.00/annually). This rent reduction may be refunded to the COUNTY or applied to the following year's rental obligations, in the discretion of the CITY.

19. OTHER

If any provision of this AGREEMENT be declared invalid or unenforceable, the remainder of the AGREEMENT shall continue in full force and effect. This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the PARTIES to this AGREEMENT have hereunto set their hands on this day and year as first above written.

COUNTY OF POLK, IOWA

Chairperson,
Polk County Board of Supervisors

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, as the Chairman of the Polk County Board of Supervisors and that the instrument was signed on behalf of the corporation, by authority of its Board of Supervisors, as contained in the Resolution adopted by the Board of Supervisors; and that _____ acknowledged the execution of the instrument to be the voluntary act and deed of Polk County, Iowa, by it and by them voluntarily executed.

Notary Public in the State of Iowa

CITY OF GRIMES, IOWA

Scott Mikkelsen
Mayor

ATTEST:
Grimes City Clerk

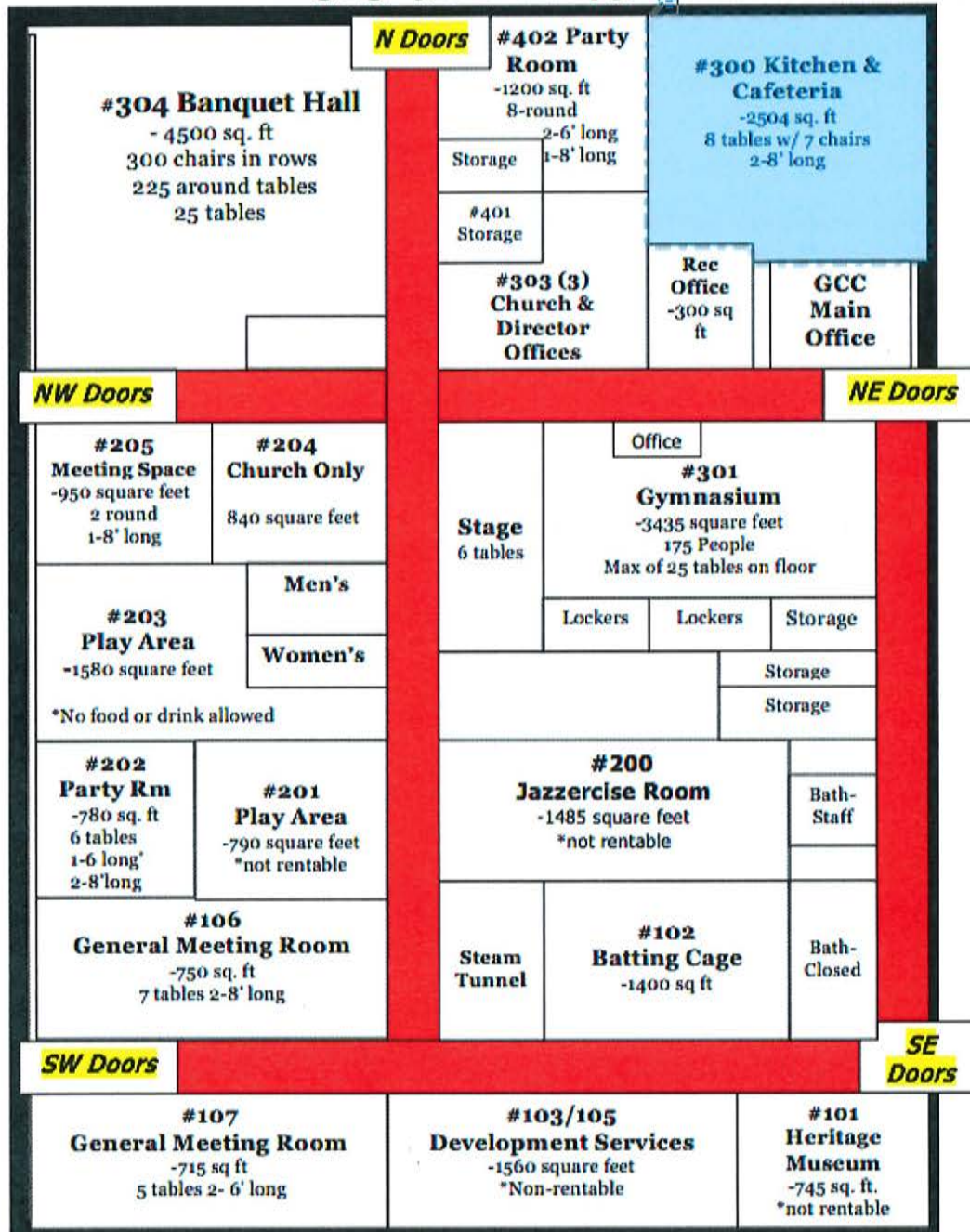
By: _____
Rochelle Williams

Date

APPENDIX A

IDENTIFICATION OF LEASE SPACE

Grimes Community Complex 410 SE Main St. 515-986-2143



APPENDIX B
COUNTY OWNED PROPERTY

1. 2 Tier Utility Carts-2
2. Steam table-1
3. Microwave
4. Stacking Chairs-60
5. Wii with at least 2 controllers and remote charger
6. Locking cabinet for Wii
7. Staff Computer
8. All in one printer copier and fax
9. TV with cart
10. 3 Compartment Sink
11. Stainless steel work table

APPENDIX C

INSURANCE REQUIREMENTS FOR CENTER

1. GENERAL

The CITY and COUNTY shall each purchase and maintain insurance to protect itself throughout the duration of this AGREEMENT. The CITY and COUNTY may use self insurance and/or insurance for meeting the insurance requirements below. Insurance shall be provided by an insurance company (ies), "admitted" and "nonadmitted" to do business in the State of Iowa, having no less than an A.M. Best Rating of "B+". All policies shall be written on a per occurrence basis, not a claims-made basis. The CITY and COUNTY shall submit Certificates of Insurance or Letters of Self-insurance/Excess Insurance to one another confirming coverage prior to AGREEMENT execution or commencement of work and/or services included in this AGREEMENT.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The CITY and COUNTY shall procure and maintain during the life of this AGREEMENT, Worker's Compensation Insurance, including *Employer's Liability Coverage*, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$1,000,000 each accident for Bodily Injury by Accident, \$1,000,000 each accident for Bodily Injury by Disease, and \$1,000,000 policy limit for Bodily Injury by Disease.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The CITY and COUNTY shall procure and maintain during the life of this AGREEMENT, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) deletion of Explosion, Collapse and Underground (XCU), where applicable.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by the most current edition of the standard form Commercial General Liability Policy ISO CG 0001, with its standard exclusions. A non-ISO equivalent form may be acceptable.

C. AUTOMOBILE LIABILITY INSURANCE: The CITY and COUNTY shall procure and maintain during the life of this AGREEMENT, Automobile Liability Insurance with limits of liability of not less than \$2,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. UMBRELLA/EXCESS INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis.

E. SUBLESSEES: The CITY and COUNTY shall require that any sublessee to meet the same insurance requirements as are required of the other PARTY. The option of self-insurance is not extended to subcontractors. This does not apply to any sublessee.

F. PROOF OF INSURANCE: Each PARTY shall provide to the other PARTY to this AGREEMENT either a Certificate(s) of Insurance or a Letter of Self-insurance/Excess Insurance evidencing all required insurance coverage as provided in A through D and E, when applicable. The Certificate(s) of Insurance or Letter of Self-Insurance shall specify under "Description of Operations/ Locations/ Vehicle/Special Items".



*101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of March 23, 2021

AGENDA HEADING: South Sports Complex Irrigation Project – Setting the dates for the bid letting and public hearing.

SYNOPSIS: The action that is in front of the council is to set the bid letting and public hearing dates for the South Sports Complex Irrigation Project. The proposed schedule for this project is to set the dates for the bid letting and public hearing on March 23rd, hold the bid opening on April 21st @ 10:30 AM, hold the public hearing on April 27th @ 5:30 PM and award the project following the public hearing.

The South Sports Complex Irrigation project includes the complete installation of commercial irrigation system at the South Sports Complex in the City of Grimes. Installation of all components on irrigation design must be bid and completed in this contract. This includes the installation of the pump station and HUB to the irrigation system.

The project includes a full completion date of October 22, 2021 with liquidated damages of \$500/day for noncompliance.

FISCAL IMPACT: This project is estimated to be approximately \$200,000 for the Project. \$80,000 from the FY2021 Parks operating budget and \$120,000 from the FY2022 CIP.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of April 21st @ 10:30 AM and public hearing date of April 27th @ 5:30 PM.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE SOUTH SPORTS COMPLEX IRRIGATION PROJECT, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 03-1221

RESOLUTION ORDERING CONSTRUCTION OF THE SOUTH SPORTS COMPLEX IRRIGATION PROJECT, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the South Sports Complex Irrigation Project; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, STATE OF IOWA:

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the South Sports Complex Irrigation Project, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The South Sports Complex Irrigation project includes the complete installation of commercial irrigation system at the South Sports Complex in the City of Grimes. Installation of all components on irrigation design must be bid and completed in this contract. This includes the installation of the pump station and HUB to the irrigation system.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to April 21, 2021, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on April 27th, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on April 27th, 2021.

PASSED AND APPROVED this 27th day of April, 2021.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

SOUTH SPORTS COMPLEX - IRRIGATION PROJECT
CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **South Sports Complex Irrigation Project** at its meeting at **5:30 P.M. on the 27th day of April, 2021**, in person and Zoom, Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in said City Council Chambers on the **21st day of April, 2021**, at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 21st day of April, 2021**, in said City Council Chambers. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 27th day of April, 2021**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than July 26, 2021 and no later than August 2, 2021**, and shall be completed as stated below. The Notice to Proceed will be issued after the **preconstruction conference with consultant**, which is expected to occur by **July 21st, 2021**. Invoicing of materials to the city shall be completed by **no later than June 10th, 2021**.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111.

An electronic copy of the Contract Documents is available at www.grimesiowa.gov/OurCommunity under Project Bid Information for no cost. Project information, estimated total cost and plan holder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the City of Grimes Public Works Department, 1700 SE Destination Dr, Grimes, Iowa 50111, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-986-9636 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

SOUTH SPORTS COMPLEX - IRRIGATION PROJECT

The South Sports Complex Irrigation project includes the complete installation of commercial irrigation system at the South Sports Complex in the City of Grimes. Installation of all components on irrigation design must be bid and completed in this contract. This includes the installation of the pump station and HUB to the irrigation system.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Grimes, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured 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; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Grimes. The bid shall contain no condition except as provided in the specifications.

The City of Grimes reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Grimes and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures by reason of defects in workmanship for a period of **one (1) year** and in materials and construction for a period of **three (3) years** from and after acceptance of the Contract.

Title VI Compliance

The City of Grimes, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Grimes and the provisions stipulated in the Iowa Code.

Sales Tax Exemption

The City of Grimes will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project by **October 22, 2021**. Fully completion for the overall project shall be defined as all irrigation system improvement work completed and fully functional. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **five hundred dollars (\$500.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The City of Grimes does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Grimes, Iowa.

Dated at Grimes, Iowa, this **23rd March, 2021**.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **26th day of March, 2021**.

Published in the Dallas County News on **April 8, 2021**

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

SOUTH SPORTS COMPLEX - IRRIGATION PROJECT
CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

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Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

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The City of Grimes reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Grimes and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures by reason of defects in workmanship for a period of **one (1) year** and in materials and construction for a period of **three (3) years** from and after acceptance of the Contract.

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Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Grimes and the provisions stipulated in the Iowa Code.

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The City of Grimes does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Grimes, Iowa.

Dated at Grimes, Iowa, this **23rd March, 2021**.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **26th day of March, 2021**.

Published in the Dallas County News on **April 8, 2021**



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of March 23, 2021

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Beaverbrooke West Plat Nine Lot 28.

SYNOPSIS: The owner of 1416 NW Prairie Creek Drive has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve overland flowage easement for Beaverbrooke West Plat Nine

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Beaverbrooke West Plat Nine Lot 28.

RESOLUTION NO. _____

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 28 IN BEAVERBROOKE WEST PLAT NINE
1416 NW PRAIRIE CREEK DRIVE

WHEREAS, the owners of Lot 28 in Beaverbrooke West Plat Nine in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within overland flowage easement.

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

That the Consent and Agreement for Improvements within overland flowage easement ("Consent and Agreement") regarding Lot 28, Beaverbrooke West Plat Nine, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this ____ day of _____, 20__.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 101 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Lindsey Petersen, a single person, (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

1. **PROPERTY DESCRIPTION.** Property Owners own that property legally described as:

Lot 28 of Beaverbrooke West Plat Nine (1416 NW Prairie Creek Drive),
an Official Plat, now included in and forming a part of the City of Grimes,
Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated November 12, 2013 recorded on November 26, 2013, in Book 15039, Page 154, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **IMPROVEMENTS.** The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.
4. **CITY CONSENT TO INSTALLATION OF IMPROVEMENTS.** The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall

obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.
6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.
7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.
8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.
9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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

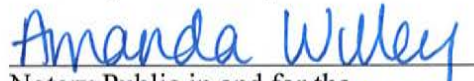
Signed this 12 day of March, 2021

PROPERTY OWNERS

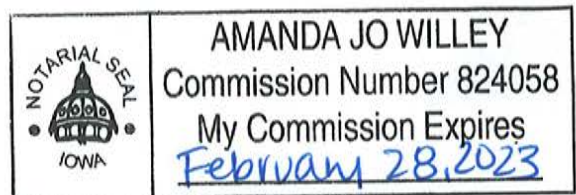

Lindsey Petersen

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 12th day of March, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lindsey Petersen, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.


Notary Public in and for the
State of Iowa

My Commission expires 2023



CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' black chain link fence has been proposed to be constructed in an overland flowage easement on Lot 28 of Beaverbrooke West Plat Nine (1416 NW Prairie Creek Drive) in accordance to permit number FN-21-06962.

CITY OF GRIMES
101 NE HARVEY ST
GRIMES IA 50111

Description	Amount
LINDSEY PETERSEN	
BLDG ENFORCEMNT	50.00
CTI 1416 NW PRAIRIE CREEK DR	
CC Received	50.00
Card # *****7506	
AID # A0000000031010	
Auth #: 012594	
Ticket # 0000002794	
Change	.00

AM 3/12/21 13:23 Rcp# 113747



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of March 23, 2021

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Brentwood Estates Lot 63.

SYNOPSIS: The owner of 2808 NE Cherry Court has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve overland flowage easement for Brentwood Estates

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Brentwood Estates Lot 63.

RESOLUTION NO. _____

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 63 IN BRENTWOOD ESTATES
2808 NE CHERRY COURT

WHEREAS, the owners of Lot 63 in Brentwood Estates in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within overland flowage easement.

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

That the Consent and Agreement for Improvements within overland flowage easement ("Consent and Agreement") regarding Lot 63, Brentwood Estates, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this ____ day of _____, 20__.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 101 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Daniel Behmer, a single person, (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

1. **PROPERTY DESCRIPTION.** Property Owners own that property legally described as:

Lot 63 of Brentwood Estates (2808 NE Cherry Court), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated May 8, 2018 recorded on June 20, 2018, in Book 16970, Page 562, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **IMPROVEMENTS.** The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.
4. **CITY CONSENT TO INSTALLATION OF IMPROVEMENTS.** The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall

Signed this 5 day of March, 2021.

PROPERTY OWNERS



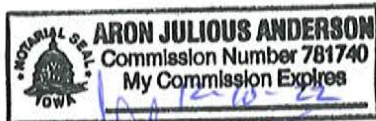
Jason Mertes

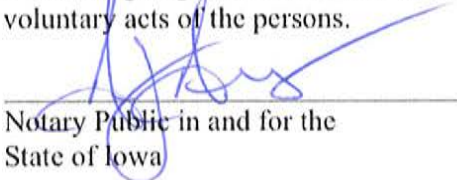


Tracy Mertes

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 5th day of March, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason Mertes, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.



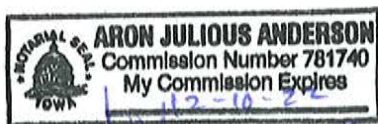


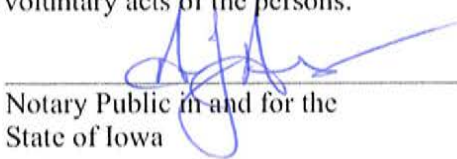
Notary Public in and for the
State of Iowa

My Commission expires 12-10-22

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 5th day of March, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tracy Mertes, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.





Notary Public in and for the
State of Iowa

My Commission expires 12-10-22

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' decorative fence has been proposed to be constructed in an overland flowage easement on Lot 63 of Brentwood Estates (2808 NE Cherry Court) in accordance to permit number FN-21-06961.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: New 1.5 MG Elevated Storage Tower - Construction Phase
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 323-810-6407 **Finance Project #**
Vendor Project or Invoice #: 132912 **PO #**
Original Contract Date: September 10, 2019 **Vendor #** 2830

Date of Council Meeting: March 23, 2021 **PAYMENT REQUEST #** 15
PAYMENT PERIOD: From: January 31, 2021 Through: February 27, 2021

Contract Summary

Original Contract Amount:	\$	218,080.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	218,080.00	
## ##			
Total completed and stored to date:	\$	198,667.60	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$	198,667.60	
Less previous applications for payment:	\$	198,330.10	
SUBTOTAL	\$		337.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 337.50

Balance to finish, including retainage: \$ 19,412.40

Contract Time Remaining (If applicable) - Working Days

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 the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

City of Grimes Council Approval:

Signature

Date

Submit to: Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail: mahrens@grimesiowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 22, 2019	\$ 9,697.00
2	January 14, 2020	\$ 50,943.10
3	February 11, 2020	\$ 11,164.00
4	March 24, 2020	\$ 3,948.50
5	April 28, 2020	\$ 10,193.00
6	May 26, 2020	\$ 14,840.00
7	June 23, 2020	\$ 23,807.00
8	July 14, 2020	\$ 19,005.00
9	August 25, 2020	\$ 11,215.00
10	September 22, 2020	\$ 15,214.00
11	October 13, 2020	\$ 6,698.00
12	November 24, 2020	\$ 7,030.50
13	January 12, 2021	\$ 8,201.00
14	February 23, 2021	\$ 6,374.00
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Previous Applications for Payment

No.	Date	Amount
36		
37		
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TOTAL \$ 198,330.10

Record of Change Orders

No.	Date	Amount
1		
2		
3		
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3/23/2021		
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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	September 10, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



1360 NW 121st Street
Clive, IA 50325

Rochelle Williams
City of Grimes, IA
101 Northeast Harvey Street
Grimes, IA 50111

February 28, 2021
Project No: 0000191105-000
Invoice No: 132912
Due Date: March 30, 2021

Project 0000191105-000 New 1.5 MG Elevated Storage Tower - Construction Phase

Professional Services from January 31, 2021 to February 27, 2021

Phase K. Construction Administration

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administrations	80,400.00	99.50	79,998.00	79,998.00	0.00
Total Fee	80,400.00		79,998.00	79,998.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase M. Resident Project Representative

	Current	Prior	To-Date
Total Billings	0.00	112,017.20	112,017.20
Contract Limit (not-to-exceed)			120,000.00
Contract Limit Remaining			7,982.80
Total this Phase			0.00

Phase Q. Record Drawings

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit (not-to-exceed)			4,480.00
Contract Limit Remaining			4,480.00
Total this Phase			0.00

Phase T. SRF Loan Application & Administrative Services

	Hours	Rate	Amount
Project Coordinator	3.75	90.00	337.50
Totals	3.75		337.50
Total Labor			337.50
	Current	Prior	To-Date
Total Billings	337.50	5,895.00	6,232.50
Contract Limit (not-to-exceed)			8,400.00

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Project	0000191105-000	Grimes - New 1.5 MG Elevated Storage	Invoice	132912
Contract Limit Remaining			2,167.50	
Total this Phase				\$337.50
Total Due this Invoice				\$337.50

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Reverse Osmosis Water Treatment Plant - Phase 1
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 324-810-6407 **Finance Project #**
Vendor Project or Invoice #: 132910 **PO #**
Original Contract Date: August 13, 2019 **Vendor #** 2830

Date of Council Meeting: March 23, 2021 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: January 31, 2021 Through: February 27, 2021

Contract Summary

Original Contract Amount:	\$	1,183,985.00	
Net change by Change Orders:	\$	63,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,247,485.00	
Tot ## ##	\$	987,888.79	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$	987,888.79	
Less previous applications for payment:	\$	932,114.19	
SUBTOTAL	\$		55,774.60

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 55,774.60

Balance to finish, including retainage: \$ 259,596.21

Contract Time Remaining (If applicable) - Working Days

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 the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Heather Dallam

3/23/2021

Signature

Date

City of Grimes Staff Approval:

Matt Ahrens

3-16-21

Signature

Date

City of Grimes Council Approval:

Signature

Date

Submit to: Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail: mahrens@grimesiowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

Date Printed: 3/10/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 24, 2019	\$ 39,284.00
2	October 22, 2019	\$ 18,073.50
3	January 14, 2020	\$ 87,335.85
4	February 11, 2020	\$ 46,089.20
5	March 24, 2020	\$ 67,693.38
6	April 28, 2020	\$ 45,078.45
7	May 26, 2020	\$ 59,753.25
8	June 23, 2020	\$ 61,876.53
9	July 14, 2020	\$ 57,086.05
10	August 25, 2020	\$ 49,286.35
11	September 22, 2020	\$ 78,042.73
12	October 13, 2020	\$ 54,561.40
13	November 24, 2020	\$ 58,119.25
14	January 12, 2021	\$ 153,484.26
15	February 23, 2021	\$ 56,349.99
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 932,114.19

Record of Change Orders

No.	Date	Amount
1	September 8, 2020	\$ 28,500.00
2	November 11, 2020	\$ 35,000.00
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TOTAL \$ 63,500.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 13, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



1360 NW 121st Street
Clive, IA 50325

Rochelle Williams
City of Grimes, IA
101 Northeast Harvey Street
Grimes, IA 50111

February 28, 2021
Project No: 0000190904-000
Invoice No: 132910
Due Date: March 30, 2021

Project 0000190904-000 Grimes Reverse Osmosis Water Treatment Plant - Phase 1

Professional Services from January 31, 2021 to February 27, 2021

Phase H. Value Engineering/Design Thoroughness Review

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing	
Value Engineering/Design Thoroughness Re	49,105.00	100.00	49,105.00	49,105.00	0.00	
Total Fee	49,105.00		49,105.00	49,105.00	0.00	
Total Fee						0.00
Total this Phase						0.00

Phase I. Advertising, Bidding, Contract Award

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing	
Advertising, Bidding, Contract Award	24,490.00	100.00	24,490.00	24,490.00	0.00	
Total Fee	24,490.00		24,490.00	24,490.00	0.00	
Total Fee						0.00
Total this Phase						0.00

Phase J. Paper Copies of Final Project Documents

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing	
Paper Copies of Final Project Documents	7,100.00	100.00	7,100.00	7,100.00	0.00	
Total Fee	7,100.00		7,100.00	7,100.00	0.00	
Total Fee						0.00
Total this Phase						0.00

Phase K. Construction Administration

Now accepting Credit Cards. Please email ccpayment@mecresults.com for a secure payment link. DO NOT EMAIL YOUR CREDIT CARD NUMBER. We impose a surcharge of 3.5% on all credit card transactions, which is not greater than our cost of acceptance.

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	132910
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Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administration	557,700.00	78.00	435,006.00	408,236.40	26,769.60
Total Fee	557,700.00		435,006.00	408,236.40	26,769.60
Total Fee					26,769.60
Total this Phase					\$26,769.60

Phase	L.	Construction Staking			
			Current	Prior	To-Date
Total Billings			0.00	18,885.58	18,885.58
Contract Limit (not-to-exceed)					20,570.00
Contract Limit Remaining					1,684.42
Total this Phase					0.00

Phase	M.	Resident Project Representative			
			Hours	Rate	Amount
On Site Representative I			103.50	105.00	10,867.50
On-Site Representative II			72.00	145.00	10,440.00
Totals			175.50		21,307.50
Total Labor					21,307.50
			Current	Prior	To-Date
Total Billings			21,307.50	357,167.21	378,474.71
Contract Limit (not-to-exceed)					478,500.00
Contract Limit Remaining					100,025.29
Total this Phase					\$21,307.50

Phase	Q.	Record Drawings			
Total this Phase					0.00

Phase	T.	SRF Loan Administration			
			Hours	Rate	Amount
Project Coordinator			7.75	90.00	697.50
Totals			7.75		697.50
Total Labor					697.50
			Current	Prior	To-Date
Total Billings			697.50	10,630.00	11,327.50
Contract Limit (not-to-exceed)					20,280.00
Contract Limit Remaining					8,952.50
Total this Phase					\$697.50

Phase	V.	Electrical Room Re-Design			
Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Electrical Room Re-Design	28,500.00	100.00	28,500.00	28,500.00	0.00

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1			Invoice	132910
Total Fee		28,500.00	28,500.00	28,500.00	0.00	
Total Fee						0.00
Total this Phase						0.00

Phase W. Electrical Component Re-Design

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing	
Electrical Component Re-Design	35,000.00	100.00	35,000.00	28,000.00	7,000.00	
Total Fee	35,000.00		35,000.00	28,000.00	7,000.00	
Total Fee						7,000.00
Total this Phase						\$7,000.00
Total Due this Invoice						\$55,774.60

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



##

Fel ##

Project Title: Water System Study
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, IA 50325
Finance Budget Code: 342-810-6407 **Finance Project #**
Vendor Project or Invoice #: 201168-000 **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 2830

Date of Council Meeting: 3/23/2021 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: January 31, 2021 Through: February 27, 2021

Contract Summary

Original Contract Amount:	\$	109,500.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	109,500.00	
Total completed and stored to date:	\$	73,947.34	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	73,947.34	
Less previous applications for payment:	\$	64,627.34	
SUBTOTAL	\$		9,320.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,320.00

Balance to finish, including retainage: \$ 35,552.66

Contract Time Remaining (If applicable) -

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 the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

3/23/2021

Date

City of Grimes Staff Approval:

Signature

3-16-21

Date

City of Grimes Council Approval:

Signature

Date

Submit to: Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail: mahrens@grimesiowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

Date Printed: 3/10/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 22, 2020	\$ 5,055.00
2	October 13, 2020	\$ 6,325.00
3	November 24, 2020	\$ 21,445.00
4	January 12, 2021	\$ 25,807.34
5	February 23, 2021	\$ 5,995.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 64,627.34

Record of Change Orders

No.	Date	Amount
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3/23/2021		
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TOTAL \$ -

Contract Time Remaining

Contract Period: [CLICK TO CHOOSE](#)
Original Contract Date: August 11, 2020
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -



1360 NW 121st Street
Clive, IA 50325

City of Grimes, IA
101 Northeast Harvey Street
Grimes, IA 50111

February 28, 2021
Project No: 0000201168-000
Invoice No: 132942
Due Date: March 30, 2021

Project 0000201168-000 City of Grimes Water System Study
Professional Services from January 31, 2021 to February 27, 2021

Phase 1 Fee Billing

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Data Collection and Critical Review	7,600.00	100.00	7,600.00	7,220.00	380.00
Develop Population, Demographic and Land	5,300.00	85.00	4,505.00	3,975.00	530.00
Develop Water Demand Projections	2,700.00	85.00	2,295.00	2,025.00	270.00
Develop Water System Model and GIS Sys.	24,200.00	100.00	24,200.00	20,570.00	3,630.00
Water Quality Analysis	4,400.00	10.00	440.00	440.00	0.00
Hydrant Flushing Analysis	12,200.00	10.00	1,220.00	1,220.00	0.00
Evaluation of Water System for Existing	5,200.00	80.00	4,160.00	4,160.00	0.00
Develop Capital Improvements Plan	5,600.00	30.00	1,680.00	560.00	1,120.00
Report Preparation and Submittal	13,700.00	50.00	6,850.00	4,110.00	2,740.00
Project Management	6,500.00	75.00	4,875.00	4,225.00	650.00
Total Fee	87,400.00		57,825.00	48,505.00	9,320.00
Total Fee					9,320.00
Total this Phase					\$9,320.00
Total Due this Invoice					\$9,320.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Sponsored Project Application
Contractor: HR Green, Inc.
Address: PO Box 8213 Des Moines, IA 50301-8213
Finance Budget Code: 740-865-6407 **Finance Project #**
Vendor Project or Invoice #: 141957 **PO #**
Original Contract Date: January 12, 2021 **Vendor #** 2628

Date of Council Meeting: 3-23-21 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: February 1, 2021 Through: March 5, 2021

Contract Summary

Original Contract Amount:	\$	20,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	20,000.00	
Total completed and stored to date:	\$	20,000.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	20,000.00	
Less previous applications for payment:	\$	8,707.90	
SUBTOTAL	\$		11,292.10

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 11,292.10

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) - Working Days

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 the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: N/A
 Firm Name

Signature Date

Engineer / Consultant Approval: HR Green, Inc.
 Firm Name

Digitally signed by Sandy Pumphrey, PE
 Date: 2021.03.11 15:46:01-06'00'
 Signature March 11, 2021

City of Grimes Staff Approval: [Signature]
 Signature Date 3-16-21

City of Grimes Council Approval:
 Signature Date

Submit to: Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail: mahrens@grimesiowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 11, 2021	\$ 8,707.90
2		
3		
4		
5		
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 8,707.90

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	1-12-21
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
1-800-728-7805

Matt Ahrens
City of Grimes, IA
410 SE Main Street #102
Grimes, IA 50111

March 11, 2021
Project No: 201645
Invoice No: 141957
Invoice Total: \$11,292.10

Project 201645 Grimes, IA - Sponsored Project Application 2021
Email to invoice to Matt Ahrens at mahrens@grimesiowa.gov with payment application
Professional Services Through March 5, 2021

Fee

Total Fee	20,000.00		
Percent Complete	100.00	Total Earned	20,000.00
		Previous Fee Billing	8,707.90
		Current Fee Billing	11,292.10
		Total Fee	11,292.10

Billing Limits

	Current	Prior	To-Date
Total Billings	11,292.10	8,707.90	20,000.00
Limit			20,000.00

Total this Invoice \$11,292.10



699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

March 18, 2021

City of Grimes, Iowa
Grimes City Hall
P. O. Box 457
Grimes, IA 50111

Invoice: 272985
Client: 176170
Matter: 0101
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through February 28, 2021

RE: City Of Grimes - General

Total Professional Services	\$ 11,182.50
Total Costs	<u> \$.00 </u>
TOTAL CURRENT INVOICE	\$ 11,182.50



699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

March 18, 2021

City of Grimes, Iowa
101 N. Harvey St.
Grimes, IA 50111

Invoice: 272988
Client: 176170
Matter: 0882
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through February 28, 2021

RE: WRA Sewer Project-Sewer Project

Total Professional Services	\$ 2,745.00
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 2,745.00



THOMAS HENDERSON
699 WALNUT STREET, SUITE 2000
DES MOINES, IOWA 50309

whitfieldlaw.com

515-288-6041 P 515-246-1474 F

515-246-5559 D
henderson@whitfieldlaw.com

March 18, 2021

Rochelle Williams
City Clerk
101 N. Harvey Street
Grimes, IA 50111

Re: City of Grimes Legal Services (176170-102)

ACTION	AMOUNT
Attendance at council meetings on February 9, 2021 and February 23, 2021	\$400.00
TOTAL	\$400.00



699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

March 18, 2021

City of Grimes, Iowa
Grimes City Hall
101 N. Harvey St
Grimes, IA 50111

Invoice: 272987
Client: 176170
Matter: 0878
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through February 28, 2021

RE: Norfolk Southern Railway Company-Condensation

Total Professional Services	\$ 382.50
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 382.50

LILLIS, O'MALLEY OLSON MANNING POSE TEMPLEMAN LLP
ATTORNEYS AT LAW
317 SIXTH AVENUE - SUITE 300
DES MOINES, IOWA 50309-4127

TELEPHONE (515) 243-8157
FAX (515) 243-3919
TIN 042-0950305

Thomas Henderson
Whitfield & Eddy
699 Walnut, Suite 2000
Des Moines, IA 50309

Page: 1
02/28/2021
Account No. 10779-01
Statement No. 2
DLM

Amount Enclosed: \$ _____

RE: Mediation - Norfolk Southern Railway Company v. City of Grimes,
PLEASE RETURN TOP PORTION WITH YOUR PAYMENT, RETAIN BOTTOM PORTION FOR YOUR RECORDS

Previous Balance	\$3,675.00
Balance Due	<u>\$3,675.00</u>

Visa and Mastercard accepted

10779-01

LILLIS, O'MALLEY OLSON MANNING POSE TEMPLEMAN LLP
ATTORNEYS AT LAW
317 SIXTH AVENUE - SUITE 300
DES MOINES, IOWA 50309-4127

TELEPHONE (515) 243-8157
FAX (515) 243-3919
TIN 042-0950305

Thomas Henderson
Whitfield & Eddy
699 Walnut, Suite 2000
Des Moines, IA 50309

Page: 1
02/28/2021
Account No. 10779-01
Statement No. 2
DLM

Amount Enclosed: \$ _____

RE: Mediation - Norfolk Southern Railway Company v. City of Grimes,
PLEASE RETURN TOP PORTION WITH YOUR PAYMENT, RETAIN BOTTOM PORTION FOR YOUR RECORDS

Previous Balance	\$3,675.00
Balance Due	<u>\$3,675.00</u>

336-210-6411

PAID

mmw

Visa and Mastercard accepted

10779-01



*101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of 3/23/21

AGENDA HEADING: Approval of the North Sports Complex, Water Works Park and South Sports Complex Facility Use Agreements.

SYNOPSIS: The Parks and Recreation Department recommends renting the sports fields at the North Sports Park, the South Sports Park and Waterworks Park to the Dallas Center Grimes Soccer, Baseball and Softball Clubs for practices, league games and tournaments.

FISCAL IMPACT: The sports clubs will pay the City \$5 per registered club participant for practices and league games. The City will also lease the fields to the Dallas Center Grimes Baseball Club and the Dallas Center Grimes Softball Club to host weekend youth tournaments at the rate of \$50 per field per day.

Estimated revenue

- Tournament fees \$4,800
- Participant fees \$3,500

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S): Approved by the Park and Recreation Board on February 24, 2021

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval of all three of the Facility Use Agreements.

RESOLUTION TO ENTER INTO A SPORTS COMPLEX FACILITY AGREEMENT WITH DALLAS CENTER
GRIMES BASEBALL CLUB

Grimes Resolution No.03-1621

WHEREAS, the City of Grimes (Grimes) has established sports park facilities for team competition including baseball, softball and soccer; and,

WHEREAS, these sports park facilities were developed, in part, for use by local sports association for practice and games;

WHEREAS, Grimes Parks and Recreation Department has recommended the Dallas Center Grimes Baseball Club have the privilege of access to a Grimes Sports Complex pursuant to the terms of the attached agreement;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that Grimes enter into the attached Sport Complex Facility Use Agreement, and that the Mayor is authorized to execute the attached agreement on behalf of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 23rd day of March, 2021, and approved by the Mayor on the 23rd day of March, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CITY OF GRIMES
PARK AND RECREATION DEPARTMENT
Grimes South Sports Complex and Water Works Park Facility Use Agreement

THIS FACILITY USE AGREEMENT (Agreement) entered into on
03-22-2021,

2021. **Dallas Center Grimes Baseball Club** ("USER") for rental of a portion of the CITY owned Grimes South Sports Complex Facility and Water Works Park, by the USER, under the following terms:

- I. The term of this Agreement shall be for a period of 5 months commencing on March 24, 2021. The Agreement shall be in full force and effect upon being executed by the parties hereto. The USER shall have the right to use of the fields listed under Section VII of this during the term of this Agreement as and as scheduled by the CITY.
- II. The USER agrees to do the following as consideration for this Agreement:
 - A. Deliver to the Park and Recreation Department at 410 SE Main Street, Grimes, Iowa 50111:
 1. A signed copy of this Agreement; and
 2. A Certificate of Insurance in compliance with Attachment 1 of this Agreement; and
 3. Payment of field rental charges and fees calculated under Section VIII at least 7 days before the commencement of this Agreement.
 - B. USER shall comply with all rules and regulations now or hereinafter established by the CITY regarding the South Sports Complex, as the same may be amended from time to time, including those listed on page 7 of this Agreement ("the Rules").
 - C. Keep the facility in a clean condition after each session or period of use, including removal of trash from the fields and dugouts, raking bases, pitching mounds, and heavily used areas after each use to remove holes and divots.
 - D. Be responsible for Practices or League play as follows:
 1. Provide a copy of all marketing and advertising materials and signage, vehicles and banners to be displayed or posted at the Grimes South

Sports Complex at least 14 days prior to use or distribution for review and approval by the Park and Recreation Director or his designee at the CITY address listed in Section II(A). Materials must receive the written approval of the Director or his designee prior to display or posting. The CITY reserves the right to deny use of sponsorship names/logos which conflict with any other sponsorships at other City facilities.

2. Submit a schedule of field use times for approval to the Recreation Coordinator at least 10 days prior to use.
 3. USER shall have sole responsibility of managing and supervising its softball games and practices and all related activities to be conducted at the South Sports Complex, including the Rules. USER shall have sole responsibility for the safety of participants, spectators, and players, including responsibility for clearing the fields in the event of lightening or other inclement weather conditions.
 4. Provide any first aid or necessary medical personnel and supplies for USER activities, and supply written information in this regard to the CITY
- E. Pay for replacement and labor costs for any damage to the facility or its equipment, other than reasonable wear and tear.
- F. Pay an additional \$250.00 clean up fee for any date in which City staff cleans up or prepares the South Sports Complex for use as the result of these tasks not being completed by the USER to the CITY's sole judgment and satisfaction.
- G. If musical works will be performed, played or broadcast during USER'S scheduled use of the facility, USER agrees that it will have the appropriate copyright and performance licenses authorizing such performance from the appropriate performing copyrights licensing organization.
- H. The USER agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Grimes, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City as provided for in

Attachment 1 to this Agreement. The USER agrees to obtain and maintain in continuous effect during the term of this Agreement and while any of its obligations under this Agreement remain unsatisfied, the insurance coverages set forth in Attachment 1, with amounts, coverages, limits, exclusions and endorsements as therein provided.

- III. The City shall provide full food and beverage concessions service through a third-party vendor. In no event shall USER have the right to use the concession facilities for the sale of food, drink or merchandise. Only non-food and non-beverage merchandise (such as apparel) not provided by the CITY's concessionaire may be sold by USER at the Grimes South Sports Complex if USER has received the written approval of the CITY Park and Recreation Director or his designee. USER must submit a list of all proposed merchandise at least 30 days prior to the commencement of this Agreement for review and approval by the Park and Recreation Director or his designee, which approval may be withheld by the CITY at its sole discretion.
 - A. If multiple parties will have use of the facility during the term of this Agreement, the Park and Recreation Director or his/her designee shall have sole discretion to determine the priority of field use at the facility among such multiple users, such as other tournaments or league play.
 - B. The City shall provide full food and beverage concessions service through a third party. In no event shall USER have the right to use the concession facilities.
- IV. The CITY agrees to do the following:
 - A. Provide use of Grimes South Sports Complex and Water Works Park fields after commencement of the Agreement for the USER during the dates the facility is officially opened for 10 fields.
 - B. Control the opening and closing of the facility, clean and maintain the concession area and restrooms, and remove of garbage from trash receptacles, all in conformance with the CITY's usual practices.
 - C. Determine which fields will be used for tournament, practices or league play.
 - D. After consulting with USER, determine the playability of the fields based on turf and weather conditions including the decision whether to delay or cancel

league or tournament play. If play is cancelled due to inclement weather conditions, another date or dates may be reserved by the USER based on availability of fields.

- V. This Agreement may be terminated in writing for the following reasons:
- A. Unsatisfactory performance by the USER as determined at the sole discretion of the CITY; or
 - B. By mutual agreement of both parties.
- VI. This Agreement contains the whole agreement of the parties and any modification thereof must be in writing signed by the parties hereto. USER shall have no right to assign this Agreement without the prior written consent of the CITY, which consent may be withheld a by the CITY at its sole discretion.
- VII. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The parties agree the personal jurisdiction of the Iowa District Court in Polk County, Iowa, for any legal action arising out of this Agreement.
- VIII. Fees and Charges for Sports Park Use:
- The USER will pay the CITY \$5 for each player that signs up for league play, and USER will pay the CITY \$50 per day for each field utilized for tournament play.

Field Rental:				
Day	Date	No. of Fields	Cost	Total
			Total Field Rental	
Player Fee:				
		# of Players	Cost	Total
			\$5.00	
			Total Player Fee	
Tournament Fee:				

Day	Date	No. of Fields	Cost per Field/Day	Total
			\$50	
			Total Balance Due	

OFFICIAL USER CONTACT:

Scott Weydert

NAME

2605 NW Morningside Dr. Grimes, IA 50111

ADDRESS

CITY, STATE, ZIP CODE

515-344-1977

CELL NUMBER

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below:

USER

Dallas Center - Grimes Baseball Club

NAME OF ORGANIZATION

Scott Weydert Scott Weydert

AUTHORIZED SIGNATURE (Sign and Print Name)

President

TITLE

2605 NW Morningside Dr. Grimes, IA 50111

ADDRESS

CITY, STATE, ZIP

515-344-1977 sweyderthawkeye@gmail.com

TELEPHONE NUMBER / EMAIL

03-22-2021

DATE

CITY OF GRIMES CONTACT:

Mark Schulz
Recreation Coordinator
Park and Recreation Department
410 SE Main Street
Grimes, IA 50111
Office: (515) 514-1046 Cell: (319) 213-3685

APPROVED AS TO FORM:

Brian Becker, Park and Recreation Director

Date

CITY OF GRIMES

Mayor Scott Mikkelsen

Date

ATTEST:

City Clerk Rochelle Williams

The Grimes South Sports Complex Park Rules

- No outside food may be brought in to the park
- Any fans, coaches or players exhibiting poor sportsmanship may be removed and/or suspended from the complex
- No smoking allowed in the park

ATTACHMENT 1

CITY OF GRIMES, IOWA STANDARD PARKS FACILITY USE AGREEMENT

INSURANCE & INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment and all provisions included herein, the term "Contractor" means and includes the USER, its officers, agents, employees, subcontractors and others under the control of Contractor. The term "CITY" means the City of Grimes, Iowa including its elected and appointed officials, agents, employees and volunteers.

1. GENERAL

The Contractor shall purchase and maintain insurance to protect the Contractor and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies "admitted" or "nonadmitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Contractor shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. *Waiver of Subrogation in favor of the CITY is required.*

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Contractor shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). *Waiver of Subrogation in favor of the CITY is required.*

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

C. CONTRACTUAL LIABILITY: The General Liability Insurance policy shall include Contractual Liability coverage equivalent to that included in ISO standard form CG 0001. The CITY shall not be included as an Additional Insured.

D. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall be endorsed to provide the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation

due to non-payment of premium. *Written notifications shall be sent to: City of Grimes, 410 SE Main Street.*

E. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Contractor hereby releases the CITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Contractor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY.

F. PROOF OF INSURANCE: The Contractor shall provide to the CITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through E above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the contract or agreement under "Description of Operations/ Locations/ Vehicle/Special Items". A Copy of the Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. *Mail Certificates of Insurance to: City of Grimes, 410 SE Main Street.*

G. AGENTS AND SUBCONTRACTORS: The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.

3. **INDEMNIFICATION REQUIREMENTS**

To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury; including bodily injury or death, property damage; including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor's use or occupancy of the Grimes City Park, including all facilities thereon (hereinafter "City property"), including, without limitation, if such losses or injuries are incurred by the Contractor's staff and/or the team members and staff of any teams using or occupying City property at the invitation of the Contractor or any sanctioning body with which the Contractor is affiliated.

Contractor's obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's use or occupancy of City property, except to the extent caused by or resulting from the negligence of the CITY.

Contractor expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with Contractor's use or occupancy of City property.

Contractor shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

RESOLUTION TO ENTER INTO A SPORTS COMPLEX FACILITY AGREEMENT WITH GRIMES
MUSTANG SOFTBALL CLUB

Grimes Resolution No.03-1721

WHEREAS, the City of Grimes (Grimes) has established sports park facilities for team competition including baseball, softball and soccer; and,

WHEREAS, these sports park facilities were developed, in part, for use by local sports association for practice and games;

WHEREAS, Grimes Parks and Recreation Department has recommended the Grimes Mustang Softball Club have the privilege of access to a Grimes Sports Complex pursuant to the terms of the attached agreement;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that Grimes enter into the attached Sport Complex Facility Use Agreement, and that the Mayor is authorized to execute the attached agreement on behalf of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 23rd day of March, 2021, and approved by the Mayor on the 23rd day of March, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

**CITY OF GRIMES
PARK AND RECREATION DEPARTMENT
Grimes North Complex Facility Use Agreement**

THIS FACILITY USE AGREEMENT (Agreement) entered into on March 13th, 2021. **Dallas Center Grimes Softball Association** ("USER") for rental of a portion of the CITY owned Grimes North Complex Facility, located at 700 NW 27th Street, Grimes, Iowa, by the USER, under the following terms:

- I. The term of this Agreement shall be for a period of 12 months commencing on March 26th, 2021. The Agreement shall be in full force and effect upon being executed by the parties hereto. The USER shall have the right to use of the fields listed under Section VII of this during the term of this Agreement as and as scheduled by the CITY.
- II. The USER agrees to do the following as consideration for this Agreement:
 - A. Deliver to the Park and Recreation Department at 410 SE Main Street, Grimes, Iowa 50111:
 1. A signed copy of this Agreement; and
 2. A Certificate of Insurance in compliance with Attachment 1 of this Agreement; and
 3. Payment of field rental charges and fees calculated under Section VIII at least 7 days before the commencement of this Agreement.
 - B. USER shall comply with all rules and regulations now or hereinafter established by the CITY regarding the North Complex, as the same may be amended from time to time, including those listed on page 7 of this Agreement ("the Rules").
 - C. Keep the facility in a clean condition after each session or period of use, including removal of trash from the fields and dugouts, raking bases, pitching mounds, and heavily used areas after each use to remove holes and divots.
 - D. Be responsible for Practices or League play as follows:
 1. Provide a copy of all marketing and advertising materials and signage, vehicles and banners to be displayed or posted at the Grimes North Complex at least 14 days prior to use or distribution for review and approval by the Park and Recreation Director or his designee at the CITY address listed in Section II(A). Materials must receive the written approval of the Director or his designee prior to display or posting. The

CITY reserves the right to deny use of sponsorship names/logos which conflict with any other sponsorships at other City facilities.

* It is understood that marketing and advertising materials and signage vehicles currently in development are acceptable however any new materials will fall under this agreement [JK]

2. Submit a schedule of field use times for approval to the Recreation Coordinator at least 21 days prior to use.

* It is understood that schedules change from time to time and updated schedules will be sent to the recreation coordinator to reflect these changes with fewer days than 21 prior to use. [JK]

3. USER shall have sole responsibility of managing and supervising its softball games and practices and all related activities to be conducted at the North Complex, including the Rules. USER shall have sole responsibility for the safety of participants, spectators, and players, including responsibility for clearing the fields in the event of lightening or other inclement weather conditions.

4. Provide any first aid or necessary medical personnel and supplies for USER activities, and supply written information in this regard to the CITY. * First aid kits will be supplied to each team [JK]

E. Pay for replacement and labor costs for any damage to the facility or its equipment, other than reasonable wear and tear.

F. Pay an additional \$250.00 clean up fee for any date in which City staff cleans up or prepares the North Complex for use as the result of these tasks not being completed by the USER to the CITY's sole judgment and satisfaction.

G. If musical works will be performed, played or broadcast during USER'S scheduled use of the facility, USER agrees that it will have the appropriate copyright and performance licenses authorizing such performance from the appropriate performing copyrights licensing organization.

H. The USER agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Grimes, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City as provided for in Attachment 1 to this Agreement. The USER agrees to obtain and maintain in continuous effect during the term of this Agreement and while any of its

obligations under this Agreement remain unsatisfied, the insurance coverages set forth in Attachment 1, with amounts, coverages, limits, exclusions and endorsements as therein provided.

III. The City shall provide full food and beverage concessions service through a third-party vendor. In no event shall USER have the right to use the concession facilities for the sale of food, drink or merchandise. Only non-food and non-beverage merchandise (such as apparel) not provided by the CITY's concessionaire may be sold by USER at the Grimes North Complex if USER has received the written approval of the CITY Park and Recreation Director or his designee. USER must submit a list of all proposed merchandise at least 30 days prior to the commencement of this Agreement for review and approval by the Park and Recreation Director or his designee, which approval may be withheld by the CITY at its sole discretion.

A. If multiple parties will have use of the facility during the term of this Agreement, the Park and Recreation Director or his/her designee shall have sole discretion to determine the priority of field use at the facility among such multiple users, such as other tournaments or league play.

B. The City shall provide full food and beverage concessions service through a third party. In no event shall USER have the right to use the concession facilities.

IV. The CITY agrees to do the following:

A. Provide use of Grimes North Complex fields after commencement of the Agreement for the USER during the dates the facility is officially opened for # all of fields.

B. Control the opening and closing of the facility, clean and maintain the concession area and restrooms, and remove of garbage from trash receptacles, all in conformance with the CITY's usual practices.

C. Determine which fields will be used for tournament, practices or league play.

D. After consulting with USER, determine the playability of the fields based on turf and weather conditions including the decision whether to delay or cancel league or tournament play. If play is cancelled due to inclement weather conditions, another date or dates may be reserved by the USER based on availability of fields.

V. This Agreement may be terminated in writing for the following reasons:

- A. Unsatisfactory performance by the USER as determined at the sole discretion of the CITY; or
 - B. By mutual agreement of both parties.
- VI. This Agreement contains the whole agreement of the parties and any modification thereof must be in writing signed by the parties hereto. USER shall have no right to assign this Agreement without the prior written consent of the CITY, which consent may be withheld a by the CITY at its sole discretion. *See exhibit DCGSA on page 5 [JK]
- VII. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The parties agree the personal jurisdiction of the Iowa District Court in Polk County, Iowa, for any legal action arising out of this Agreement.
- VIII. Fees and Charges for North Park Use:

Player Fee:				
		# of Players	Cost	Total
		144 Tournament Players	\$5.00	\$720
			Total Player Fee	\$720

EXHIBIT DCGSA

It is mutually agreed with the CITY that DCGSA will seek to enter an agreement with Central Iowa Sports to host 7 - 8 tournaments between the dates of 4/3/21 and 7/18/21. Two DCG tournaments will be included within the 7 - 8 tournament figures. Whether it is 7 or 8 will be agreed mutually between DCGSA and the CITY. DCGSA will pay the CITY \$50 per field per day for the use of these fields. It has been estimated that there may be approximately.

3 - 4 tournaments held during the fall season.

The small shed at the North fields will be used only by DCGSA. The North half of the large shed at the North fields will be used only by DCGSA.

The supplies and equipment currently in the concession stands are property of DCGSA. These supplies and equipment will be removed from the concession stand by DCGSA.

OFFICIAL USER CONTACT:

Joshua Kallman

NAME

201 NW Maplewood Dr Grimes, IA, 50111

ADDRESS CITY, STATE, ZIP CODE

309.314.0378

CELL NUMBER

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below:

USER

Dallas Center Grimes Softball Association

NAME OF ORGANIZATION



AUTHORIZED SIGNATURE (Sign and Print Name)

President

TITLE

P.O. Box 512, Grimes, IA, 50111

ADDRESS CITY, STATE, ZIP

309.314.0378

TELEPHONE NUMBER / EMAIL

3/13/21

DATE

CITY OF GRIMES CONTACT:

Mark Schulz
Recreation Coordinator
Park and Recreation Department
410 SE Main Street
Grimes, IA 50111
Office: (515) 514-1046 Cell: (319) 213-3685

APPROVED AS TO FORM:

Brian Becker, Parks and Recreation Director

Date

CITY OF GRIMES

Scott Mikkelsen, Mayor

Date

ATTEST:

City Clerk Rochelle Williams

The Grimes North Complex Park Rules

- No outside food may be brought in to the park
- Any fans, coaches or players exhibiting poor sportsmanship may be removed and/or suspended from the complex
- No smoking allowed in the park

ATTACHMENT 1

CITY OF GRIMES, IOWA STANDARD PARKS FACILITY USE AGREEMENT

INSURANCE & INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment and all provisions included herein, the term "Contractor" means and includes the USER, its officers, agents, employees, subcontractors and others under the control of Contractor. The term "CITY" means the City of Grimes, Iowa including its elected and appointed officials, agents, employees and volunteers.

1. GENERAL

The Contractor shall purchase and maintain insurance to protect the Contractor and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies "admitted" or "nonadmitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Contractor shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. *Waiver of Subrogation in favor of the CITY is required.*

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Contractor shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). *Waiver of Subrogation in favor of the CITY is required.*

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

C. CONTRACTUAL LIABILITY: The General Liability Insurance policy shall include Contractual Liability coverage equivalent to that included in ISO standard form CG 0001. The CITY shall not be included as an Additional Insured.

D. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall be endorsed to provide the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. *Written notifications shall be sent to: City of Grimes, 410 SE Main Street.*

E. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Contractor hereby releases the CITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Contractor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY.

F. PROOF OF INSURANCE: The Contractor shall provide to the CITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through E above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the contract or agreement under "Description of Operations/ Locations/ Vehicle/Special Items". A Copy of the Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. *Mail Certificates of Insurance to: City of Grimes, 410 SE Main Street.*

G. AGENTS AND SUBCONTRACTORS: The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.

3. INDEMNIFICATION REQUIREMENTS

To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury; including bodily injury or death, property damage; including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor's use or occupancy of the Grimes City Park, including all facilities thereon (hereinafter "City property"), including, without limitation, if such losses or injuries are incurred by the Contractor's staff and/or the team members and staff of any teams using or occupying City property at the invitation of the Contractor or any sanctioning body with which the Contractor is affiliated.

Contractor's obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's use or occupancy of City property, except to the extent caused by or resulting from the negligence of the CITY.

Contractor expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with Contractor's use or occupancy of City property.

Contractor shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

RESOLUTION TO ENTER INTO A SPORTS COMPLEX FACILITY AGREEMENT WITH DALLAS CENTER
GRIMES SOCCER CLUB

Grimes Resolution No.03-1821

WHEREAS, the City of Grimes (Grimes) has established sports park facilities for team competition including baseball, softball and soccer; and,

WHEREAS, these sports park facilities were developed, in part, for use by local sports association for practice and games;

WHEREAS, Grimes Parks and Recreation Department has recommended the Dallas Center Grimes Soccer Club have the privilege of access to a Grimes Sports Complex pursuant to the terms of the attached agreement;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that Grimes enter into the attached Sport Complex Facility Use Agreement, and that the Mayor is authorized to execute the attached agreement on behalf of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 23rd day of March, 2021, and approved by the Mayor on the 23rd day of March, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CITY OF GRIMES
PARK AND RECREATION DEPARTMENT
Grimes South Sports Complex Facility Use Agreement

THIS FACILITY USE AGREEMENT (Agreement) entered into on 3-12-21, 2021. **Dallas Center Grimes Soccer Club** ("USER") for rental of a portion of the CITY owned Grimes South Sports Complex Facility, by the USER, under the following terms:

- I. The term of this Agreement shall be for a period of 12 months commencing on 3-12, 2021. The Agreement shall be in full force and effect upon being executed by the parties hereto. The USER shall have the right to use of the fields listed under Section VII of this during the term of this Agreement as and as scheduled by the CITY.
- II. The USER agrees to do the following as consideration for this Agreement:
 - A. Deliver to the Park and Recreation Department at 410 SE Main Street, Grimes, Iowa 50111:
 1. A signed copy of this Agreement; and
 2. A Certificate of Insurance in compliance with Attachment 1 of this Agreement; and
 3. Payment of field rental charges and fees calculated under Section VIII at least 7 days before the commencement of this Agreement.
 - B. USER shall comply with all rules and regulations now or hereinafter established by the CITY regarding the South Sports Complex, as the same may be amended from time to time, including those listed on page 7 of this Agreement ("the Rules").
 - C. Keep the facility in a clean condition after each session or period of use, including removal of trash from the fields and dugouts, raking bases, pitching mounds, and heavily used areas after each use to remove holes and divots.
 - D. Be responsible for Practices or League play as follows:
 1. Provide a copy of all marketing and advertising materials and signage, vehicles and banners to be displayed or posted at the Grimes South Sports Complex at least 14 days prior to use or distribution for review and approval by the Park and Recreation Director or his designee at the CITY address listed in Section II(A). Materials must receive the written

approval of the Director or his designee prior to display or posting. The CITY reserves the right to deny use of sponsorship names/logos which conflict with any other sponsorships at other City facilities.

2. Submit a schedule of field use times for approval to the Recreation Coordinator at least 21 days prior to use.
 3. USER shall have sole responsibility of managing and supervising its softball games and practices and all related activities to be conducted at the South Sports Complex, including the Rules. USER shall have sole responsibility for the safety of participants, spectators, and players, including responsibility for clearing the fields in the event of lightening or other inclement weather conditions.
 4. Provide any first aid or necessary medical personnel and supplies for USER activities, and supply written information in this regard to the CITY
- E. Pay for replacement and labor costs for any damage to the facility or its equipment, other than reasonable wear and tear.
- F. Pay an additional \$250.00 clean up fee for any date in which City staff cleans up or prepares the South Sports Complex for use as the result of these tasks not being completed by the USER to the CITY's sole judgment and satisfaction.
- G. If musical works will be performed, played or broadcast during USER'S scheduled use of the facility, USER agrees that it will have the appropriate copyright and performance licenses authorizing such performance from the appropriate performing copyrights licensing organization.
- H. The USER agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Grimes, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City as provided for in Attachment 1 to this Agreement. The USER agrees to obtain and maintain in continuous effect during the term of this Agreement and while any of its obligations under this Agreement remain unsatisfied, the insurance coverages set forth in Attachment 1, with amounts, coverages, limits, exclusions and endorsements as therein provided.
- III. The City shall provide full food and beverage concessions service through a third-party vendor. In no event shall USER have the right to use the concession facilities for the sale

of food, drink or merchandise. Only non-food and non-beverage merchandise (such as apparel) not provided by the CITY's concessionaire may be sold by USER at the Grimes South Sports Complex if USER has received the written approval of the CITY Park and Recreation Director or his designee. USER must submit a list of all proposed merchandise at least 30 days prior to the commencement of this Agreement for review and approval by the Park and Recreation Director or his designee, which approval may be withheld by the CITY at its sole discretion.

- A. If multiple parties will have use of the facility during the term of this Agreement, the Park and Recreation Director or his/her designee shall have sole discretion to determine the priority of field use at the facility among such multiple users, such as other tournaments or league play.
- B. The City shall provide full food and beverage concessions service through a third party. In no event shall USER have the right to use the concession facilities.

IV. The CITY agrees to do the following:

- A. Provide use of Grimes South Sports Complex fields after commencement of the Agreement for the USER during the dates the facility is officially opened for # 16 of fields.
- B. Control the opening and closing of the facility, clean and maintain the concession area and restrooms, and remove of garbage from trash receptacles, all in conformance with the CITY's usual practices.
- C. Determine which fields will be used for tournament, practices or league play.
- D. After consulting with USER, determine the playability of the fields based on turf and weather conditions including the decision whether to delay or cancel league or tournament play. If play is cancelled due to inclement weather conditions, another date or dates may be reserved by the USER based on availability of fields.

V. This Agreement may be terminated in writing for the following reasons:

- A. Unsatisfactory performance by the USER as determined at the sole discretion of the CITY; or
- B. By mutual agreement of both parties.

VI. This Agreement contains the whole agreement of the parties and any modification thereof must be in writing signed by the parties hereto. USER shall have no right to

assign this Agreement without the prior written consent of the CITY, which consent may be withheld a by the CITY at its sole discretion.

VII. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The parties agree the personal jurisdiction of the Iowa District Court in Polk County, Iowa, for any legal action arising out of this Agreement.

VIII. Fees and Charges for South Park Use:

The USER will pay the CITY \$5 for each player that signs up for league play, and USER will pay the CITY \$50 per day for each field utilized for tournament play.

Field Rental:				
Day	Date	No. of Fields	Cost	Total
			Total Field Rental	
Player Fee:				
		# of Players	Cost	Total
			\$5.00	
			Total Player Fee	
Tournament Fee:				
Day	Date	# of Fields	Cost per Field/Day	Total
			Total Balance Due	

OFFICIAL USER CONTACT:

Nick Reggio
NAME

32351 200th St. Dallas Center 50063
ADDRESS CITY, STATE, ZIP CODE

504-908-9191
CELL NUMBER

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below:

USER

DC Soccer Club
NAME OF ORGANIZATION

Nicholas Reggio
AUTHORIZED SIGNATURE (Sign and Print Name)

club President
TITLE

ADDRESS CITY, STATE, ZIP

president@dc.soccer.com
TELEPHONE NUMBER / EMAIL

3-12-21
DATE

CITY OF GRIMES CONTACT:

Mark Schulz
Recreation Coordinator
Park and Recreation Department
410 SE Main Street
Grimes, IA 50111
Office: (515) 514-1046 Cell: (319) 213-3685

APPROVED AS TO FORM:

Brian Becker, Parks and Recreation Director

Date

Mayor Scott Mikkelsen

Date

ATTEST:

City Clerk Rochelle Williams

The Grimes South Sports Complex Park Rules

- No outside food may be brought in to the park
- Any fans, coaches or players exhibiting poor sportsmanship may be removed and/or suspended from the complex
- No smoking allowed in the park

ATTACHMENT 1

CITY OF GRIMES, IOWA STANDARD PARKS FACILITY USE AGREEMENT

INSURANCE & INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment and all provisions included herein, the term "Contractor" means and includes the USER, its officers, agents, employees, subcontractors and others under the control of Contractor. The term "CITY" means the City of Grimes, Iowa including its elected and appointed officials, agents, employees and volunteers.

1. GENERAL

The Contractor shall purchase and maintain insurance to protect the Contractor and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies "admitted" or "nonadmitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Contractor shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. *Waiver of Subrogation in favor of the CITY is required.*

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Contractor shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). *Waiver of Subrogation in favor of the CITY is required.*

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

C. CONTRACTUAL LIABILITY: The General Liability Insurance policy shall include Contractual Liability coverage equivalent to that included in ISO standard form CG 0001. The CITY shall not be included as an Additional Insured.

D. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall be endorsed to provide the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. *Written notifications shall be sent to: City of Grimes, 410 SE Main Street.*

E. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Contractor hereby releases the CITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Contractor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY.

F. PROOF OF INSURANCE: The Contractor shall provide to the CITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through E above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the contract or agreement under "Description of Operations/ Locations/ Vehicle/Special Items". A Copy of the Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. *Mail Certificates of Insurance to: City of Grimes, 410 SE Main Street.*

G. AGENTS AND SUBCONTRACTORS: The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.

3. INDEMNIFICATION REQUIREMENTS

To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury; including bodily injury or death, property damage; including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor's use or occupancy of the Grimes City Park, including all facilities thereon (hereinafter "City property"), including, without limitation, if such losses or injuries are incurred by the Contractor's staff and/or the team members and staff of any teams using or occupying City property at the invitation of the Contractor or any sanctioning body with which the Contractor is affiliated.

Contractor's obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's use or occupancy of City property, except to the extent caused by or resulting from the negligence of the CITY.

Contractor expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with Contractor's use or occupancy of City property.

Contractor shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.



City of Grimes Job Description

A. Position Title	Location
Public Works Director	Public Works

B. Job Specifications		
☒ Regular, Full-Time	☐ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Public Works	To: Click here to enter text.
Reports to:	City Administrator	Bargaining Unit: N/A
Post Offer Testing:	Click here to enter text.	FLSA: Exempt
Civil Service:	N/A	Hourly/Monthly Pay: Click here to enter text.

C. Job Description Summary
Under the general direction of the City Administrator, the Public Works Director is responsible for the operation and performance of the Public Works Department, including Streets, Utilities, Parks and Facilities. Provides advice, guidance and policy recommendation to the City Administrator, City Committees/Commissions and the City Council relating to Public Works Matters. Also acts as the City's representative of various Metropolitan area planning groups.

D. Routine Job Duties/Responsibilities
<i>Description of Duty: Do not include if less than 5% of time unless essential. Be specific without giving explicit instructions on how to perform. Use accurate adjectives and only those duties current to the position.</i>
Provides direction and oversight to maintenance of the City's infrastructure including street, water, sanitary sewer, wastewater and storm sewer utilities (including oversight of the City's NPDES MS4 permit); maintenance of all City owned properties and equipment, traffic control, snow and ice removal, sidewalks, parks, municipal buildings, and oversees the acquisition, maintenance, and replacement program for all Public Works vehicles and equipment.
Provides guidance, information, and/or technical assistance to City Administration, Mayor and City Council, and members of the public regarding Public Works issues proactively and at request.
Oversees the financial aspects of all Public Works operations, including accounting for department revenues and expenditures, preparing the annual department budget and CIP request, keeping accurate inventory, and applying for appropriate grants and other outside funding opportunities. Oversees and manages capital projects impacting Public Works infrastructure, and capital expenditures for Public Works equipment and City facilities as needed. Assures that all operations of the Public Works Department are within budget and policy authorized resources.
Directs the selection, orientation, training, and performance management of all employees within the Public Works and Parks departments in accordance with City policy. Directly supervises the Operations Manager and Special Projects Coordinator. Can operate snow removal equipment to fill in for staff as needed.
Assures that all work performed in the Public Works and Parks departments meet the City's standards for customer service, accuracy, quality and efficiency and that it conforms to the City's standards for communication and coordination with other departments in the City and other agencies with which the City cooperates.
Ensures any customer or other complaints are addressed pertaining to all areas of responsibility; investigates all causes and takes corrective action as appropriate and maintains record of resolution.

Establishes and maintains effective working relationships with City employees, municipal officials, commissions, committees, business and community groups, developers, investors, builders, other city, county, state and federal departments/agencies, representatives of the media and the general public. Serves as the chief spokesperson for the Public Works Department.
Provides technical assistance and input to the City Administrator, City Council, and other Department heads.
Oversees OSHA and related safety programs in conjunction with Human Resources Director, ensuring both compliance with relevant legal obligations and high standards for employee safety.
Performs other duties and responsibilities as assigned.

E. Periodic Job Duties/Responsibilities

Attends meetings and represents the City and the City's Public Works department before various boards, or regional, state, and federal agencies, including, but not limited to: City Council, Public Health and Safety Advisory Board, intergovernmental agencies (such as MPO, WRA, IDOT, IDNR, Corps of Engineers, etc), and civic, neighborhood and business groups.

F. Qualifications

Education/Experience:	Bachelor's Degree in a field relating to public works administration or related field required. At least eight (8) years experience in public works or a related field, with at least five (5) years of supervisory and/or administrative/budgetary capacity.
Skills:	High problem-solving ability, particularly concerning complex, systemic problems, with abilities to identify important dimensions of a problem, determine causes, and articulate alternative viable solutions. Ability to organize, direct and coordinate multiple projects. Collaborative, team-oriented leadership style with high communication aptitude, strong interpersonal skills, and strong conflict-resolution skills with both internal and external stakeholders. Working knowledge of all aspects of water, sanitary sewer, wastewater and storm sewer utilities and street maintenance. Technical proficiency with PCs and software associated with Public Works operations. General knowledge of office equipment. Knowledge of GIS and mapping preferred.
Knowledge	Requires working knowledge of public works operations, management, budgeting, worker safety, labor relations, public contracting, procurement of services and related matters. Also working knowledge of local, state and federal laws, codes and ordinances relating to municipal public works.
Licenses/Certifications:	Valid Iowa drivers' license, Class A CDL preferred.
Other:	Click here to enter text.

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Medium work, occasional exertion of 50 pounds of force, frequent exertion of 20 pounds of force.
Physical Requirements: (Refer to Glossary of Terms)	Stand or sit, walk, use hands/fingers, climb, stoop or kneel, talk/hear, see, push/pull, reach and repetitive motion.
Safety Hazards: (Refer to Glossary of Terms)	Occasional exposure to fumes, dust, extreme temperature, wet/humid conditions, noise, vibration, or mechanical hazards.

H. Disclaimer

This job description reflects the administration's assignment of essential functions; and nothing herein restricts the administration's right to assign or reassign duties and responsibilities to this job at any time (with Union contract guidelines if applicable). This Job Description is not to be construed as a contract for employment.

I. Pre-Employment Screening

Action Required	Result	Date
☒ Reference Check	Click here to enter text.	Click here to enter text.
☐ Credit History	Click here to enter text.	Click here to enter text.
☒ Education/License Credentials	Click here to enter text.	Click here to enter text.
☒ Criminal Records	Click here to enter text.	Click here to enter text.
☒ Employment Verification	Click here to enter text.	Click here to enter text.

J. Review

Compensation Review/Approval	Date:
City Administrator/Department Director Signature	Date:
Reviewed with Employee by:	Date:
Employee Signature	Date:



*101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of March 23, 2021

AGENDA HEADING:

Resolution Accepting Easements – Northwest Territory Lift Station, Brenton Property

SYNOPSIS:

Earlier this month, Engineering staff kicked off the construction of the Northwest Territory Lift Station project with the contractor. Following mobilization by the contractor, there were concerns about the ability to construct a sewer stub to the Brenton Property within the easements that were previously acquired.

Over the past 12 months, Staff has had a good working relationship with the Brenton family and were able to make contact with them, and secure the necessary additional easements.

The easement is temporary and will expire upon completion of the project.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution Accepting Easement

RESOLUTION NO. _____

RESOLUTION ACCEPTING EASEMENTS FOR THE NORTHWEST TERRITORY LIFT
STATION AND TRUNK SEWER PROJECT

WHEREAS, the owner(s) of certain property described on Exhibit A in the City of Grimes, Iowa (the "Property") has submitted to the City of Grimes a temporary easements in connection with the development of a public lift station, sanitary sewer force main and sanitary sewer gravity main, referred to as the Northwest Territory Lift Station project; and

WHEREAS, the City desires to accept the easements; and

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

1. That the Temporary Construction Easement over the Brenton Property, be and the same is hereby accepted and approved by the City Council of the City of Grimes.

PASSED AND APPROVED this ____ day of _____, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

**EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY PER POLK COUNTY
ASSESSOR**

BRENTON:

LEGAL: -EX BEG SW COR SEC 19 THN N4260.94F SELY463.2F S1478.17F E 1038.4F
SELY 3612.6F W 3740.49F TO POB- NW FRL 1/4 & SW FRL 1/4 & SE FRL 1/4 SEC 19-80-
25

PIN: 240/00292-001-000

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a temporary easement and right-of-way during the construction period under, over, on, through, across and within the real estate described on Exhibit A attached hereto (hereinafter called "Easement Area"), together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area, for the purpose of the City completing the Northwest Territory Lift Station Project (the "Project").

This Easement shall be subject to the following terms and conditions:

1. PLANS AND SPECIFICATIONS. Grantor has reviewed the plans and specifications for the Project, and Grantor understands and consents to the work to be performed within the Easement Area, which shall include but not be limited to grading of property to allow for appropriate transition of property.
2. RESTORATION AND MAINTENANCE. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any maintenance of the land located within the Easement Area and that responsibility shall remain with Grantor. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
3. ERECTION AND PLACEMENT OF STRUCTURES OR OBSTRUCTIONS PROHIBITED. Grantor shall not erect or permit any fence or other structure to be placed in the Easement Area without obtaining the prior written consent of the City, and the City is granted the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected within the Easement Area.
4. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.
5. LIABILITY. Except as may be caused by the acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury

arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. EASEMENT BENEFIT AND TERM. This Easement shall be for the benefit of the City, and shall terminate automatically upon the completion and final acceptance of the Project by the City by Resolution of the City Council of the City, or on April 1, 2023, whichever date occurs first.
7. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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

Signed this 11 day of March, 2021.

GRANTOR:

Brenton Farms, Inc.

By: Kew Branton

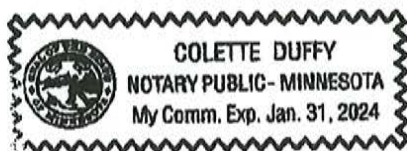
Brenton Brothers, Inc.

By: [Signature]

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me on 3/11, 2021 by Kew Branton as Secretary of Brenton Farms, Inc..

Kew Branton



Colette Duffy
Notary Public in and for the
State of MN
My commission expires: 1/31/2024

STATE OF MN)
) SS
COUNTY OF Hennepin)

This record was acknowledged before me on 3/11, 2021 by [Signature] as Pres. of Brenton Brothers, Inc.



[Signature: Michele A. Davis]
Notary Public in and for the
State of Iowa
My commission expires: 2-26-2024

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 2020, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2020.

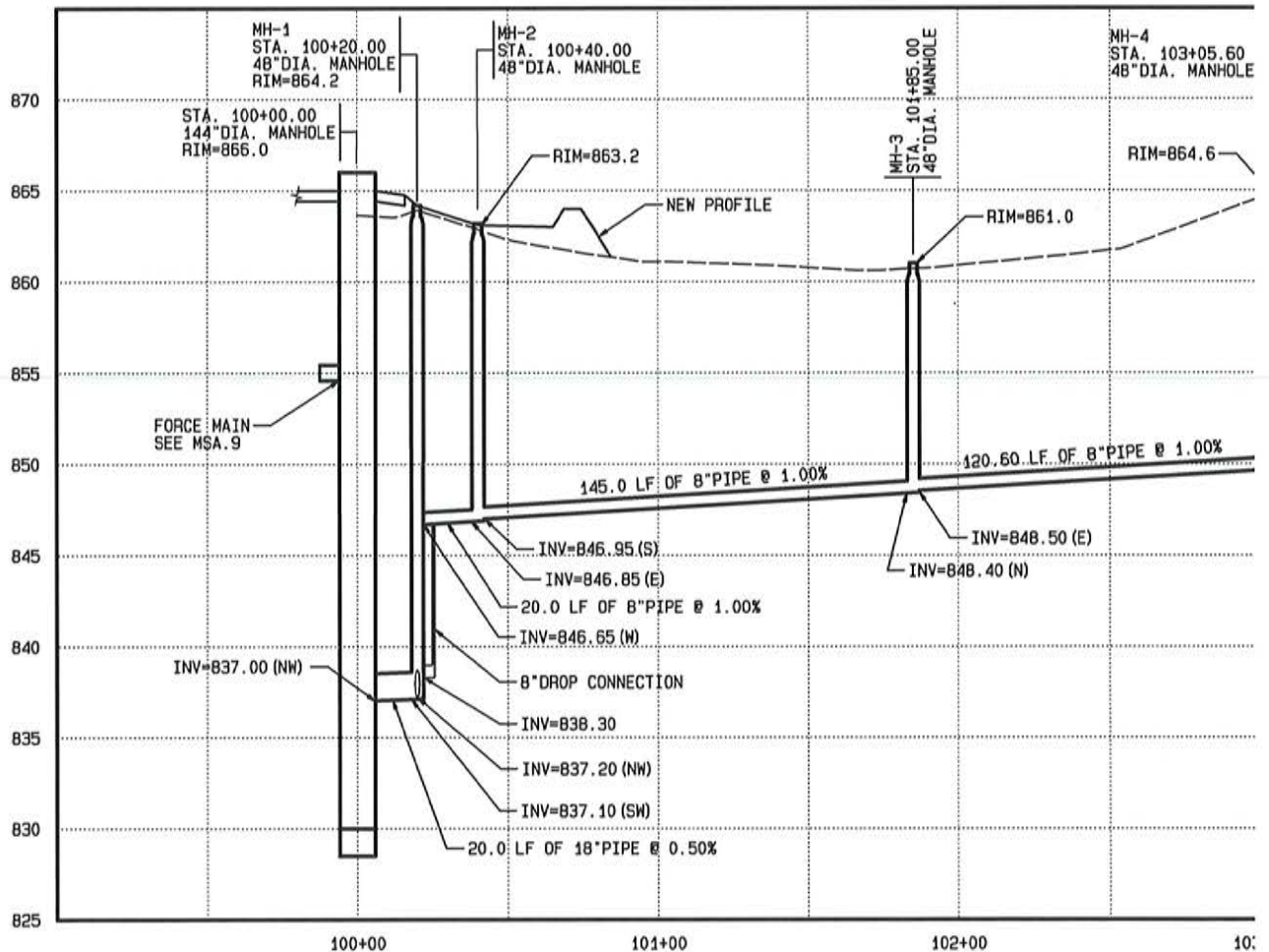
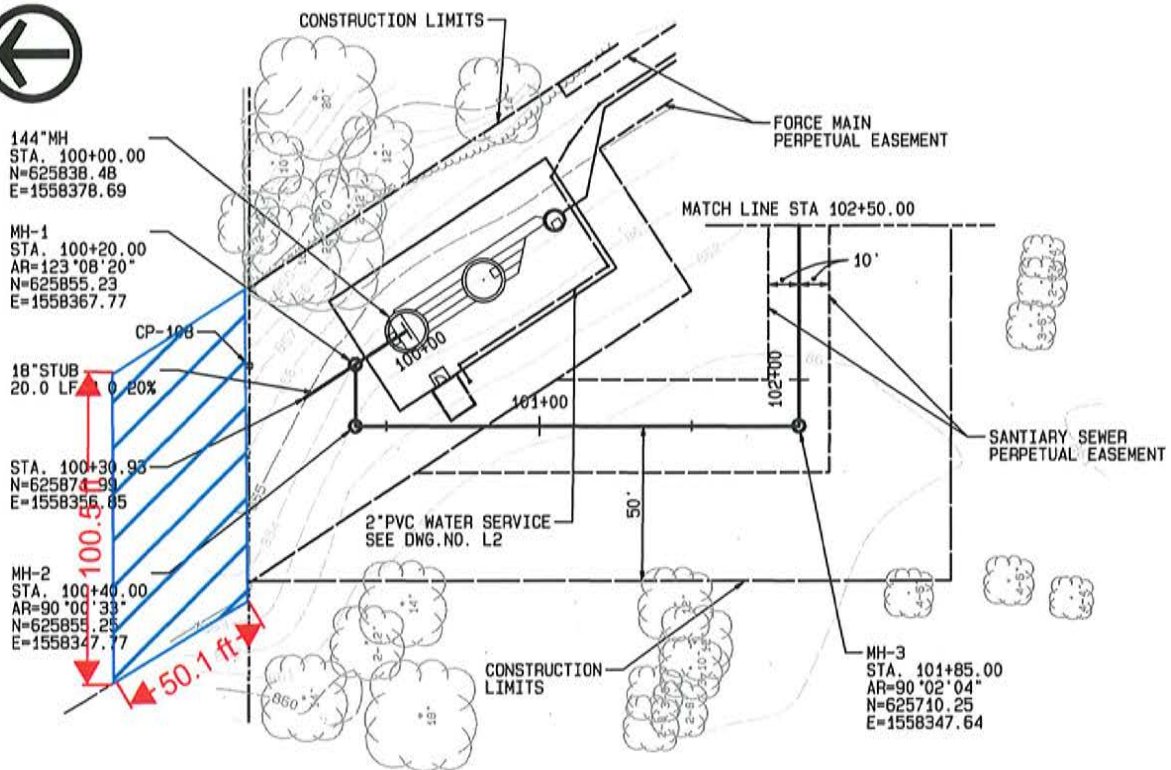
Rochelle Williams
City Clerk of City of Grimes, Iowa

Parcel ID: 240/00292-001-000
Legal: -EX BEG SW COR SEC
19 THN N4260.94F
SELY463.2F S
1478.17F E 1038.4F SELY
3612.6F W 3740.49F TO
POB- NW FRL 1/4 & SW FRL
1/4 & SE FRL 1/4 SEC
19-80-25

100'

50'





DATE	REVISIONS	SCALE	AS NOTED		NORTH
		DRAWN	DLL		
		CHECKED	HRV		
		APPROVED	HRV		
		DATE	12-17-20		
		ISSUED FOR		VEENSTRA & KIMM, INC.	



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of 3/23/2021

AGENDA HEADING: Approval of the North Sports Complex and South Sports Complex Concession Agreement.

SYNOPSIS: With up to eight (8) weekend youth softball and fourteen (14) weekend youth baseball tournaments planned to be held at the North Sports Complex and South Sports Complex the parks and recreation department desires to have the concessions at each complex open for operation during tournament play and managed by a privately owned concessionaire operator.

FISCAL IMPACT: \$6,000 - \$7,000

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S): The Park and Recreation Board approved the agreement on February 24, 2021.

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval of the concession agreement. The concessionaire manages three other municipally owned sports park concessions in the Central Iowa that are professionally maintained and operated. Having the concessions open and professionally managed during weekend youth tournaments hosted at our two marquee outdoor sports venues will be a great amenity for the players, coaches and spectators attending. The agreement also brings an estimated \$6,000 - \$7,000 of new revenue to the Parks and Recreation Department operating budget.

RESOLUTION TO ENTER INTO AN AGREEMENT FOR SERVICES

Grimes Resolution No. 03-1521

WHEREAS, the City of Grimes (Grimes) has established sports park facilities for team competition including baseball, softball and soccer; and,

WHEREAS, these sports park facilities also include concession buildings to provide refreshment for the enjoyment of the attendees;

WHEREAS, Grimes has determined that Ballpark Concessions is a qualified vendor to operate these Grimes owned concession locations for the enjoyment of attendees at the sports parks pursuant to the terms of the attached agreement;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that Grimes enter into the attached North Sport Complex and South Sport Complex Concession Agreement, and that the Mayor is authorized to execute the attached agreement on behalf of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 23rd day of March, 2021, and approved by the Mayor on the 23rd day of March, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

NORTH SPORTS COMPLEX AND SOUTH SPORTS COMPLEX CONCESSION AGREEMENT

This agreement is made this _ day of _____, by and between the City of Grimes, Iowa, a political subdivision of the State of Iowa (hereinafter referred to as the "City") and Ballpark Concessions. (herein after referred to as "Concessionaire").

WITNESSETH: WHEREAS, the City desires to provide food and beverage concessions at the Grimes North Sports Complex, 700 NW 27th Street and South Sports Complex, 750 South James Street in Grimes, Iowa, to accommodate the public; WHEREAS, the concessionaire is a contractor of the City and the parties agree that the goods and services shall be provided by the concessionaire on an independent contractor basis; NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by both parties, the City and Concessionaire, hereby agree as follows:

1. SCOPE OF SERVICES:

Concessionaire hereby agrees to furnish food and beverage concessions at the North Sports Complex and South Sports Complex in Grimes, including but not limited to; snack foods, sandwiches, candy, soft drinks, non-alcoholic beverages, grilled foods.

Concessionaire agrees that no alcohol (beer, wine or liquor) and no glass bottled beverages will be sold, distributed, possessed or consumed within the North Sports Complex and South Sports Complex. No tobacco products will be sold or distributed within the North Sports Complex and South Sports Complex.

Concessionaire also agrees that no vending machines or other similar devices shall be installed during the period of this Agreement without

prior written approval of the City.

The Concessionaire agrees not to employ callers, criers, or use signs or any other means to solicit business for the concession facility without prior written approval of the City. The Concessionaire further agrees not to advertise in any manner or form by T.V., radio, newspaper, or other means without prior approval of the City.

The Concessionaire assumes all risk of operation of the concession facility and warrants and represents that it will comply with all federal, state and local law and will indemnify and hold the City harmless for any liability arising there from.

The City and Concessionaire will develop performance standards in the areas of maintenance, cleanliness, and customer service to be used to evaluate the operation.

The Concessionaire will operate the concession facilities in a courteous and professional manner and will respond to customer needs promptly and will treat all customers respectfully.

The Concessionaire shall be solely responsible for payment of all invoices or bills relating to all inventory delivered or provided by vendors or other similar individuals or entities. The Concessionaire must also be responsible for all deliveries to the concession stand.

The City and Concessionaire agree that they shall not discriminate against any individual based upon age race, color, sex, national origin, religion, disability, veteran status, gender identity, sexual orientation, nationality, national origin or familial status.

2. TERM:

The term of the agreement will be for one (1) year. This contract shall begin the first week of April and end on October 15th, unless terminated at an earlier date as provided for herein. The Concessionaire agrees that the concession facility shall be fully staffed and operated by the Concessionaire during any scheduled use of the North Sports Complex and South Sports Complex during all weekend hours the

Complex is open for use. April 2nd through October 14th. The City and Concessionaire will negotiate when the concession stand is opened weeknights.

3. CONCESSION REVENUES:

Concessionaire hereby agrees to provide the requested services as defined herein for general food and beverage services for The North Sports Complex and South Sports Complex Concessions, and pay the City \$250.00 per location for any part of a weekend (Friday 6 p.m. to Sunday 6 p.m.) that a concession building is open for business. Payments will be made to the Parks and Recreation Director by 4:30 p.m. on the following Tuesday.

4. UTILITIES:

The City will pay the costs of water and electricity used in the operation of the concession facility.

The Concessionaire agrees to maintain in good condition and working order all property and equipment. In the event that any equipment is damaged, destroyed or rendered in a state of disrepair or unsanitary condition, the Concessionaire shall repair equipment or replace it with similar make and model.

The Concessionaire is required to check the existing electrical capacity of the concession stand to ensure there is sufficient electrical capacity for equipment.

5. MAINTENANCE/REPAIRS/RENOVATIONS:

The Concessionaire agrees to maintain the concession facility in a clean, sanitary, and safe condition at all times. Garbage and trash generated by the concession operation shall be completely contained by the Concessionaire in trash containers provided by the City. The Concessionaire shall be responsible for removal of all garbage and trash from the trash receptacles on a regularly basis. Trash should be deposited in the dumpster located onsite at each complex. The Concessionaire is also responsible to maintain and clean the eating

tables and area adjacent to the serving windows. The Concessionaire will comply with City's recycling requests and/or policies.

Repair and maintenance of the building exterior, including doors and windows, grounds, parking areas, walkways, restrooms, playground, & sports facilities shall be the sole responsibility of City.

The City will winterize the concession facility structure (i.e. water pipes, plumbing, etc.). However, it will be the sole responsibility of the Concessionaire to remove any equipment or other personal property and/or winterize the same to ensure that the equipment is not damaged or impaired during the winter period.

The City will be responsible for maintenance and repairs to the concession structure that are deemed standard wear and tear. The Concessionaire is responsible for all other repairs, replacements, and maintenance that is deemed excessive.

In the event that the Concessionaire wishes to repair, alter, decorate, or make improvements to the concession facility, it shall first submit plans and specifications to the City and seek the written approval of the City before obligating the concessionaire to such costs. Following approval by the City, any such repairs, alterations, decorations, or improvements made to the facility shall be made at the sole cost of the Concessionaire and, after the Agreement has been terminated, the improvements shall become the sole property of the City. The Concessionaire agrees not to attempt to remove said improvement or seek reimbursement from the City for said improvements.

The Concessionaire acknowledges that it has no right to sell, mortgage, rent, transfer, assign, or encumber this concession facility, the adjacent premises, or any equipment provided by the City. The Concessionaire agrees and acknowledges that it will not incur nor is it authorized to incur any expenses, charges or mechanics liens related to the concession facility or adjacent premises. In the event that such unauthorized action of the Concessionaire is taken or such liabilities are suffered by the City as a result of actions or omissions by the Concessionaire, the City shall be indemnified and held harmless by the Concessionaire.

6. PRICE LIST:

The Concessionaire agrees to sell only those items approved by the City at a retail cost approved by the City. The Concessionaire agrees to prepare a yearly proposed price list of all articles offered for sale at the concession facility. This price list is subject to the approval of the City. The initial prices for the concession items shall be as submitted in the request for proposal. The initial prices for concession items are subject to change only upon approval of the City.

7. INDEPENDENT CONTRACTOR RELATIONSHIP:

The Concessionaire and the City acknowledge that employees of the Concessionaire shall not be City employees and the parties further acknowledge an independent contractor relationship between the City and the Concessionaire and that all individuals employed by the Concessionaire to work at the concession facility shall be employees of the Concessionaire only. In this regard, the Concessionaire shall have the right to control and direct its employees working at the concession facility and shall have the right to hire and fire said employees. However, in the event that the City receives complaints regarding any of the Concessionaire's employees, the City reserves the right to request that appropriate corrective action be taken by the Concessionaire in its capacity as employer.

8. LICENSES/PERMITS:

The Concessionaire shall be solely responsible for acquiring at its own expense from the corporate, federal, state, county, or local agency or governmental unit all permits, licenses, certification, and authority for operating the concession facility.

9. TERMINATION:

In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, or should either party default in the performance of any of the terms, conditions, covenant, warranties or agreements contained herein, the aggrieved party may notify the other party in writing via Certified Mail or personal service of such failure or default and demand that the same be remedied within five (5) days. If the default cannot be reasonably cured within such five-day (5) period, the defaulting party shall have such additional time as is necessary to cure such default so long as the defaulting party is diligently pursuing the cure of such default. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Agreement by giving the other party thirty (30) days written notice.

10. MISCELLANEOUS:

The Concessionaire agrees it will not store any oils, candles, lamps, turpentine, benzene, naphtha, petroleum product or other flammable or other explosive substance in or near the concession facility. The Concessionaire hereby expressly waives any and all claims for compensation reimbursement against the City, its representatives or its insurer(s), for any and all losses, damages, costs and expenses arising out of or resulting from any defects, deficiencies or impairments to the concession facility, structure or any apparatus wiring, etc. therein. The Concessionaire also agrees to waive any claim against the City, and its representatives or insurer(s) in the event of loss or damage resulting from fire, water, tornado, explosions, civil commotion, riot or act of God. The Concessionaire shall be solely responsible for any damages, thefts or other incidents which occur within the concession facility and shall indemnify and hold the City harmless for the same.

11. SPECIAL EVENTS:

If the City authorizes a special event to be held at the North Sports Complex and South Sports Complex, it shall have the right to make arrangements for operation of the concession facility for the specially scheduled event. The City agrees to notify the Concessionaire three (3) weeks prior to the event.

12. INSURANCE:

The concessionaire shall obtain and maintain, through the term of this contract, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications noted below. In no event are such terms and limits to be less than those set forth below. Before starting work the concessionaire shall furnish an insurance certificate to the City of Grimes, showing adequate insurance to be in force.

A. Commercial General Liability, Including coverage for premises and operations, independent contractors, products and completed operations and contractual liability. The City of Grimes should be named as additional insured on a primary basis. Umbrella or Excess Liability can be used to meet the limit requirements.

B. Business Automobile, Including coverage for all owned, non-owned, and hired automobiles. The City of Grimes should be named as and Additional Insured.

C. Workers Compensation and Employers Liability, including coverage for Occupational Diseases and include waiver of subrogation endorsement in favor of the City of Grimes

Employers Liability:

13. RELEASE, INDEMNIFICATION AND HOLD HARMLESS:

To the fullest extent permitted by law, The Concessionaire agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Grimes, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Grimes, Iowa against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Grimes, Iowa, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Grimes, Iowa, by reason of personal injury, including bodily injury or death, and property

damages, including loss or use thereof, which arises out of or is in any way connected or associated with the work and/or services provided by the Concessionaire to the City of Grimes, Iowa pursuant to the provisions of this contract. It is the intention of the parties that the City of Grimes, Iowa, its elected and appointed officials, employees, volunteers or other working on behalf of the City of Grimes, Iowa shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by the Concessionaire, its officers, employees, subcontractors, and others affiliated with the Concessionaire due to accidents, mishaps, misconduct, negligence, or injuries either in person or property resulting from the work and/or services performed by the Concessionaire pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Grimes, Iowa.

Bodily Injury and Property Damage – Each Occurrence	\$1,000,000
Personal Injury and Advertising Injury – Per Person	\$1,000,000
Medical Payments Per Person	\$5,000
Fire Damage to Real Property in your Care, Custody, or Control	\$300,000
General Aggregate on the Above	\$2,000,000
Products and Completed Operations General Aggregate	\$2,000,000
Bodily Injury and Property Damage – Each Accident	\$1,000,000
Part 1 – Workers Compensation Benefits	Statutory
Bodily Injury Each Accident	\$100,000
Bodily Injury by Disease Policy Limit	\$300,000
Bodily Injury by Disease Each Employee	\$100,000

The Concessionaire expressly assumes full responsibility for any and all damage or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Concessionaire to the City of Grimes, Iowa pursuant to this contract, and agrees to pay the City of Grimes, Iowa for all damages caused to the City of Grimes, Iowa premises resulting from the activities of the Concessionaire, its officers, employees, subcontractors, and others affiliated with the Concessionaire.

The Concessionaire represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Concessionaire will observe, and cause its officers, subcontractors and others affiliated with the Concessionaire to observe all applicable safety rules.

14. TAXES:

The Concessionaire agrees it shall be solely responsible for payment of all federal, state, county or local sales, income or employee taxes or any other said tax or surcharge which are assessable for the operation of the concession facility.

15. ASSIGNMENT:

This Agreement of the benefits or obligations arising thereunder may not be assigned, transferred, conveyed or sold without the express written authorization if the City.

16. APPLICABLE LAW:

The Concessionaire shall comply with all state, county, local and federal laws and regulations and with all other applicable laws, ordinances, and regulations where the concession facility is located with regard to all matters including, but not limited to, construction, sanitation, licensing, permits, worker injuries, interpretation of this agreement and all other matters.

17. INSPECTION OF PREMISES:

The City hereby reserves the right to enter the concession facility at any reasonable time to inspect the same. The Concessionaire agrees that at all times: free access shall be given to the City, its departments and personnel, the Iowa Department of Health and other certain governmental agencies for inspection purposes.

18. All notices under this Agreement shall be sent to the City:

Brian Becker, Parks and Recreation Director
Grimes Park and Recreation Department
410 SE Main St., Grimes, IA 50311
Telephone: (515) 514-1047 Email: bbecker@grimesiowa.gov

19. The parties agree that the laws of the State of Iowa shall govern this contract and the jurisdiction for actions under this contract shall be in the District Court in Polk County, Iowa, City of Grimes, Iowa

THIS CONTRACT CONTAINS ALL OF THE TERMS OF THE AGREEMENT, AND THE SIGNERS HAVE AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THEIR RESPECTIVE PARTIES

GRIMES

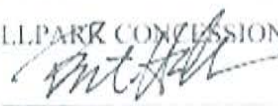
By _____ Mayor of Grimes

Attest:

By _____ Grimes City Clerk

Date: _____

BALLPARK CONCESSIONS

By  BRIANT. HOOTS Ballpark Concessions, Owner
(Signature)

Date: 3/17/2021

RESOLUTION 03-2121 APPROVING PERSONNEL TRANSACTIONS

WHEREAS, pursuant to the job description and the salary range previously approved by the City Council, the Development Services GIS Technician position has been offered to and accepted by Greg Jameson at a rate of \$33.17 per hour;

WHEREAS, part-time Parks & Recreation employees Michael Brunsvold was hired at an initial rate of \$13.50 and Brianna Borneman at an initial rate of \$11.00 per hour;

WHEREAS, the job description of Public Works Director has been amended and reclassified, with the advice and input from the Interim Public Works Director, and the job description attached hereto is approved;

WHEREAS, the Internship position in Development Services, which has been budgeted for at \$12.00/hour, is approved to be posted for applications;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that the aforementioned personnel transactions recommended by the Human Resources Director are hereby approved.

PASSED AND APPROVED this 23rd day of March, 2021.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk



City of Grimes Job Description

A. Position Title Location

Public Works Director	Public Works
-----------------------	--------------

B. Job Specifications

☒ Regular, Full-Time	☐ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Public Works	To: Click here to enter text.
Reports to:	City Administrator	Bargaining Unit: N/A
Post Offer Testing:	Click here to enter text.	FLSA: Exempt
Civil Service:	N/A	Hourly/Monthly Pay: Click here to enter text.

C. Job Description Summary

Under the general direction of the City Administrator, the Public Works Director is responsible for the operation and performance of the Public Works Department, including Streets, Utilities, Parks and Facilities. Provides advice, guidance and policy recommendation to the City Administrator, City Committees/Commissions and the City Council relating to Public Works Matters. Also acts as the City's representative of various Metropolitan area planning groups.

D. Routine Job Duties/Responsibilities

Description of Duty: Do not include if less than 5% of time unless essential. Be specific without giving explicit instructions on how to perform. Use accurate adjectives and only those duties current to the position.

Provides direction and oversight to maintenance of the City's infrastructure including street, water, sanitary sewer, wastewater and storm sewer utilities (including oversight of the City's NPDES MS4 permit); maintenance of all City owned properties and equipment, traffic control, snow and ice removal, sidewalks, parks, municipal buildings, and oversees the acquisition, maintenance, and replacement program for all Public Works vehicles and equipment.

Provides guidance, information, and/or technical assistance to City Administration, Mayor and City Council, and members of the public regarding Public Works issues proactively and at request.

Oversees the financial aspects of all Public Works operations, including accounting for department revenues and expenditures, preparing the annual department budget and CIP request, keeping accurate inventory, and applying for appropriate grants and other outside funding opportunities. Oversees and manages capital projects impacting Public Works infrastructure, and capital expenditures for Public Works equipment and City facilities as needed. Assures that all operations of the Public Works Department are within budget and policy authorized resources.

Directs the selection, orientation, training, and performance management of all employees within the Public Works and Parks departments in accordance with City policy. Directly supervises the Operations Manager and Special Projects Coordinator. Can operate snow removal equipment to fill in for staff as needed.

Assures that all work performed in the Public Works and Parks departments meet the City's standards for customer service, accuracy, quality and efficiency and that it conforms to the City's standards for communication and coordination with other departments in the City and other agencies with which the City cooperates.

Ensures any customer or other complaints are addressed pertaining to all areas of responsibility; investigates all causes and takes corrective action as appropriate and maintains record of resolution.

Establishes and maintains effective working relationships with City employees, municipal officials, commissions, committees, business and community groups, developers, investors, builders, other city, county, state and federal departments/agencies, representatives of the media and the general public. Serves as the chief spokesperson for the Public Works Department.
Provides technical assistance and input to the City Administrator, City Council, and other Department heads.
Oversees OSHA and related safety programs in conjunction with Human Resources Director, ensuring both compliance with relevant legal obligations and high standards for employee safety.
Performs other duties and responsibilities as assigned.

E. Periodic Job Duties/Responsibilities

Attends meetings and represents the City and the City's Public Works department before various boards, or regional, state, and federal agencies, including, but not limited to: City Council, Public Health and Safety Advisory Board, intergovernmental agencies (such as MPO, WRA, IDOT, IDNR, Corps of Engineers, etc), and civic, neighborhood and business groups.

F. Qualifications

Education/Experience:	Bachelor's Degree in a field relating to public works administration or related field required. At least eight (8) years experience in public works or a related field, with at least five (5) years of supervisory and/or administrative/budgetary capacity.
Skills:	High problem-solving ability, particularly concerning complex, systemic problems, with abilities to identify important dimensions of a problem, determine causes, and articulate alternative viable solutions. Ability to organize, direct and coordinate multiple projects. Collaborative, team-oriented leadership style with high communication aptitude, strong interpersonal skills, and strong conflict-resolution skills with both internal and external stakeholders. Working knowledge of all aspects of water, sanitary sewer, wastewater and storm sewer utilities and street maintenance. Technical proficiency with PCs and software associated with Public Works operations. General knowledge of office equipment. Knowledge of GIS and mapping preferred.
Knowledge	Requires working knowledge of public works operations, management, budgeting, worker safety, labor relations, public contracting, procurement of services and related matters. Also working knowledge of local, state and federal laws, codes and ordinances relating to municipal public works.
Licenses/Certifications:	Valid Iowa drivers' license, Class A CDL preferred.
Other:	Click here to enter text.

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Medium work, occasional exertion of 50 pounds of force, frequent exertion of 20 pounds of force.
Physical Requirements: (Refer to Glossary of Terms)	Stand or sit, walk, use hands/fingers, climb, stoop or kneel, talk/hear, see, push/pull, reach and repetitive motion.
Safety Hazards: (Refer to Glossary of Terms)	Occasional exposure to fumes, dust, extreme temperature, wet/humid conditions, noise, vibration, or mechanical hazards.

H. Disclaimer

This job description reflects the administration's assignment of essential functions; and nothing herein restricts the administration's right to assign or reassign duties and responsibilities to this job at any time (with Union contract guidelines if applicable). This Job Description is not to be construed as a contract for employment.

I. Pre-Employment Screening

Action Required	Result	Date
☒ Reference Check	Click here to enter text.	Click here to enter text.
☐ Credit History	Click here to enter text.	Click here to enter text.
☒ Education/License Credentials	Click here to enter text.	Click here to enter text.
☒ Criminal Records	Click here to enter text.	Click here to enter text.
☒ Employment Verification	Click here to enter text.	Click here to enter text.

J. Review

Compensation Review/Approval	Date:
City Administrator/Department Director Signature	Date:
Reviewed with Employee by:	Date:
Employee Signature	Date:



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of March 23rd, 2021

AGENDA HEADING: Resolution On Notice and Intent to Vacate Certain Public Utility Easements and to Dispose of Public Property in Hope Commercial Plat 2 and Setting Public Hearing

SYNOPSIS: With the anticipated development of the GrimesPlex, it has become aware that certain rights-of-way and easements within the Hope Commercial Plat 2 that were deeded to the City, are no longer necessary.

As such, with any disposal of public property, a public hearing must be held before doing so.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Hope Commercial Plat 2

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

RESOLUTION No. _____

**RESOLUTION ON NOTICE AND INTENT TO VACATE CERTAIN PUBLIC UTILITY
EASEMENTS AND TO DISPOSE OF PUBLIC PROPERTY IN HOPE COMMERCIAL PLAT 2
AND SETTING PUBLIC HEARING**

WHEREAS, the City of Grimes is the owner of certain real estate located within city limits in Hope Commercial Plat 2, and legally described as:

See Exhibit A (the "Property")

WHEREAS, the Property was conveyed to the City for public road purposes in connection with the platting of said Hope Commercial Plat 2;

WHEREAS, the Property is no longer needed for the project, and the City of Grimes intends to dispose of the Property in accordance with Section 364.7 of the Iowa Code; and

WHEREAS, Hope K Farms, LLC, the adjoining property owner, as offered \$1.00 for the Property; and

WHEREAS, the City of Grimes is the holder of certain public utility easements within city limits located in Hope Commercial Plat 2, namely:

A Public Utility Easement, filed in the records of the Polk County recorder on June 23, 2020, at Book 17906, Page 537-541, and more specifically described as follows:

See Exhibit B

A Sanitary Sewer Easement, filed in the records of the Polk County recorder on June 23, 2020, at Book 17906, Page 542-546, and more specifically described as follows:

See Exhibit C

A Overland Flowage Easement, filed in the records of the Polk County recorder on November 26, 2018, at Book 17157, Page 314-318, and more specifically described as follows:

See Exhibit D

A Temporary Storm Sewer and Storm Water Detention Easement, filed in the records of the Polk County recorder on January 22, 2020, at Book 17673, Page 878-885, and more specifically described as follows:

See Exhibit E

A Storm Sewer and Storm Water Detention Easement, filed in the records of the Polk County recorder on January 22, 2020, at Book 17673, Page 897-902, and more specifically described as follows:

See Exhibit F (together, the "Easements")

WHEREAS, the City of Grimes intends to terminate and dispose of said easement interests in accordance with Section 364.7 of the Iowa Code; and

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Grimes, Iowa:

SECTION 1. That pursuant to Iowa Code Sections 354.23 and 364.7, a public hearing shall be held on April 13th, 2021 at 5:30 p.m. [Zoom info] regarding the proposal to vacate a portion of Street Lot B in Hope Commercial Plat 2 by the City of Grimes, and to convey said property to Hope K Farms, LLC, and to terminate and vacate the above-described public utility Easements.

SECTION 2. That the City Clerk is hereby authorized and directed to publish and give notice of the public hearing on this matter as provided by law.

Passed by the council this _____ day of _____, 20__.

SCOTT MIKKELSEN, MAYOR

ATTEST:

ROCHELLE WILLIAMS, CITY CLERK

INDEX LEGEND

LOCATION: STREET LOT 'C' AND PT STREET LOT 'B'
HOPE COMMERCIAL PLAT 2
CITY OF GRIMES, POLK COUNTY, IOWA

REQUESTOR: CITY OF GRIMES, IOWA

PROPRIETOR: CITY OF GRIMES, IOWA

SURVEYOR: MICHAEL A. BROONER

SURVEYOR
COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY
& RETURN TO: CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: 515-369-4400

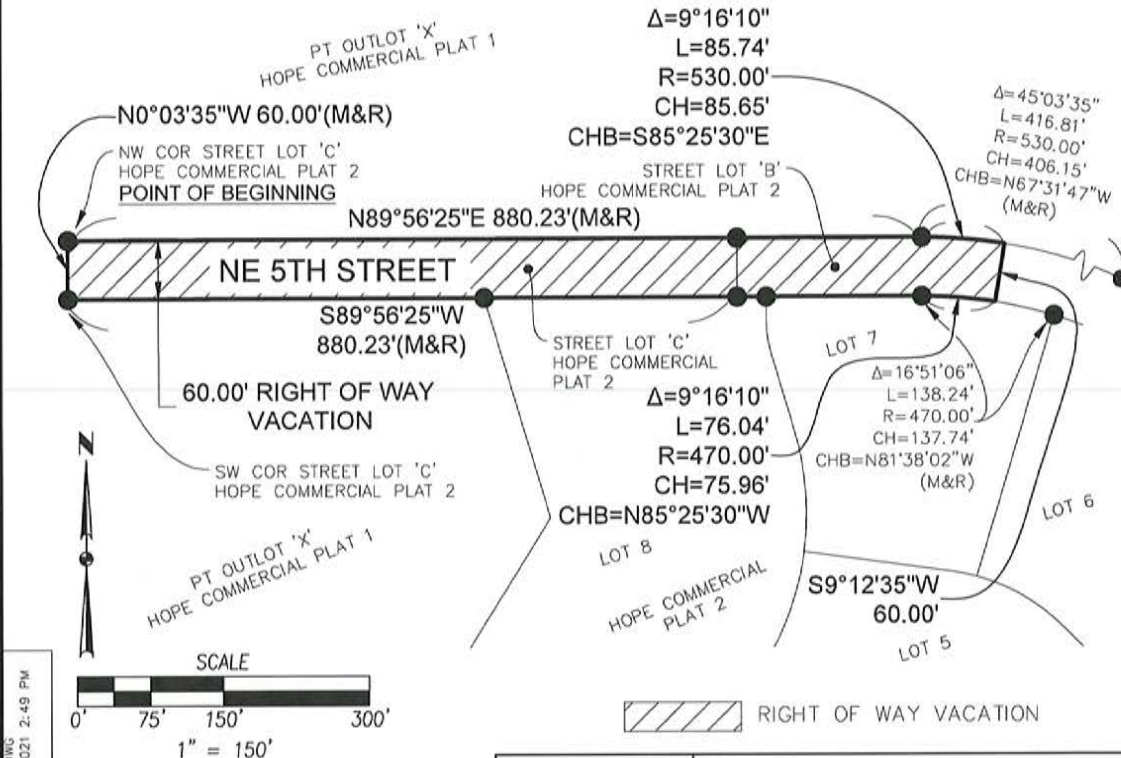
Exhibit A**VACATION EXHIBIT****DATE OF SURVEY**

FEBRUARY 26, 2021

LEGAL DESCRIPTION

STREET LOT 'C' AND A PART OF STREET LOT 'B', HOPE COMMERCIAL PLAT 2, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID STREET LOT 'C'; THENCE NORTH 89°56'25" EAST ALONG THE NORTHERLY LINE OF SAID STREET LOTS 'B' AND 'C', 880.23 FEET; THENCE EASTERLY CONTINUING ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 530.00 FEET, WHOSE ARC LENGTH IS 85.74 FEET AND WHOSE CHORD BEARS SOUTH 85°25'30" EAST, 85.65 FEET; THENCE SOUTH 09°12'35" WEST, 60.00 FEET TO THE SOUTHERLY LINE OF SAID STREET LOT 'B'; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 470.00 FEET, WHOSE ARC LENGTH IS 76.04 FEET AND WHOSE CHORD BEARS NORTH 85°25'30" WEST, 75.96 FEET; THENCE SOUTH 89°56'25" WEST ALONG THE SOUTHERLY LINE OF SAID STREET LOTS 'B' AND 'C', 880.23 FEET TO THE SOUTHWEST CORNER OF SAID STREET LOT 'C'; THENCE NORTH 00°03'35" WEST ALONG THE WEST LINE OF SAID STREET LOT 'C', 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.32 ACRES (57,668 SQUARE FEET).

**LEGEND**

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, CAP #15980 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
ARC LENGTH	AL	
CENTERLINE	---	
SECTION LINE	---	
EASEMENT LINE	---	



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.

Michael Brooner
MICHAEL A. BROONER, P.L.S.

3-02-2021
DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

NE 5TH STREET RIGHT OF WAY VACATION

REVISION:

PT STREET LOT 'C' AND STREET LOT 'B' HOPE COMMERCIAL PLAT 2**CIVIL DESIGN ADVANTAGE**

3405 CROSSROADS DRIVE, SUITE G,
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

2102.051

FILE: R:\2021\12102051\12102051-ROW VACATION.DWG
FILE DATE: 2/26/21 DATE PLOTTED: 2/26/2021 2:49 PM
PLOT BY: JON EROHL

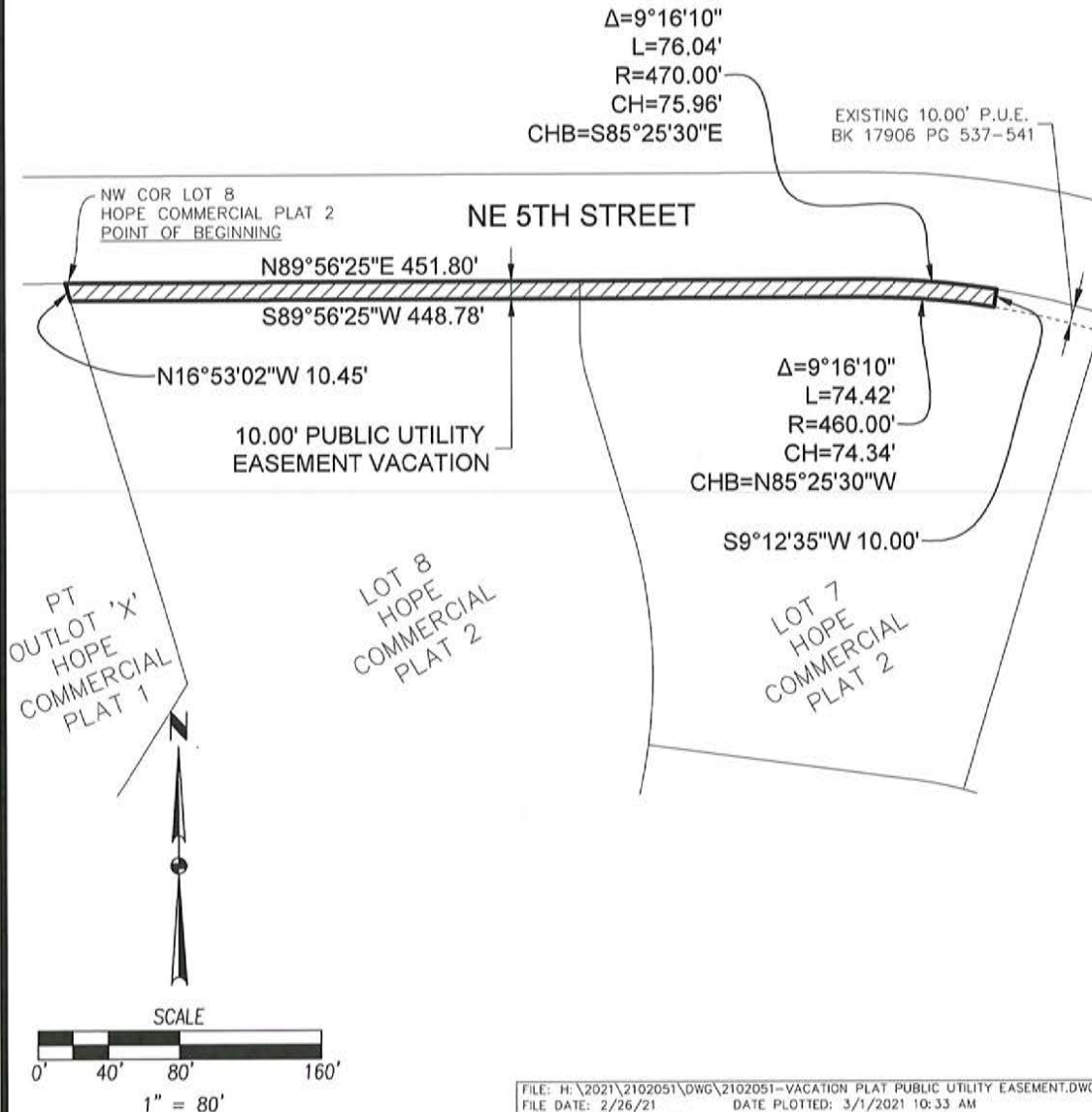
EXHIBIT 'A' - VACATION PLAT

Exhibit B

PUBLIC UTILITY EASEMENT VACATION DESCRIPTION

A PART OF LOTS 7 AND 8, HOPE COMMERCIAL PLAT 2, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE NORTH $89^{\circ}56'25''$ EAST ALONG THE NORTHERLY LINE OF SAID LOTS 7 AND 8, A DISTANCE OF 451.80 FEET; THENCE EASTERLY CONTINUING ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 470.00 FEET, WHOSE ARC LENGTH IS 76.04 FEET AND WHOSE CHORD BEARS SOUTH $85^{\circ}25'30''$ EAST, 75.96 FEET; THENCE SOUTH $09^{\circ}12'35''$ WEST, 10.00 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 460.00 FEET, WHOSE ARC LENGTH IS 74.42 FEET AND WHOSE CHORD BEARS NORTH $85^{\circ}25'30''$ WEST, 74.34 FEET; THENCE SOUTH $89^{\circ}56'25''$ WEST, 448.78 FEET TO THE WEST LINE OF SAID LOT 8; THENCE NORTH $16^{\circ}53'02''$ WEST ALONG SAID WEST LINE, 10.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRES (5,255 SQUARE FEET).



FILE: H:\2021\2102051\DWG\2102051-VACATION PLAT PUBLIC UTILITY EASEMENT.DWG
 FILE DATE: 2/26/21 DATE PLOTTED: 3/1/2021 10:33 AM
 PLOTTED BY: JON ERDAHL

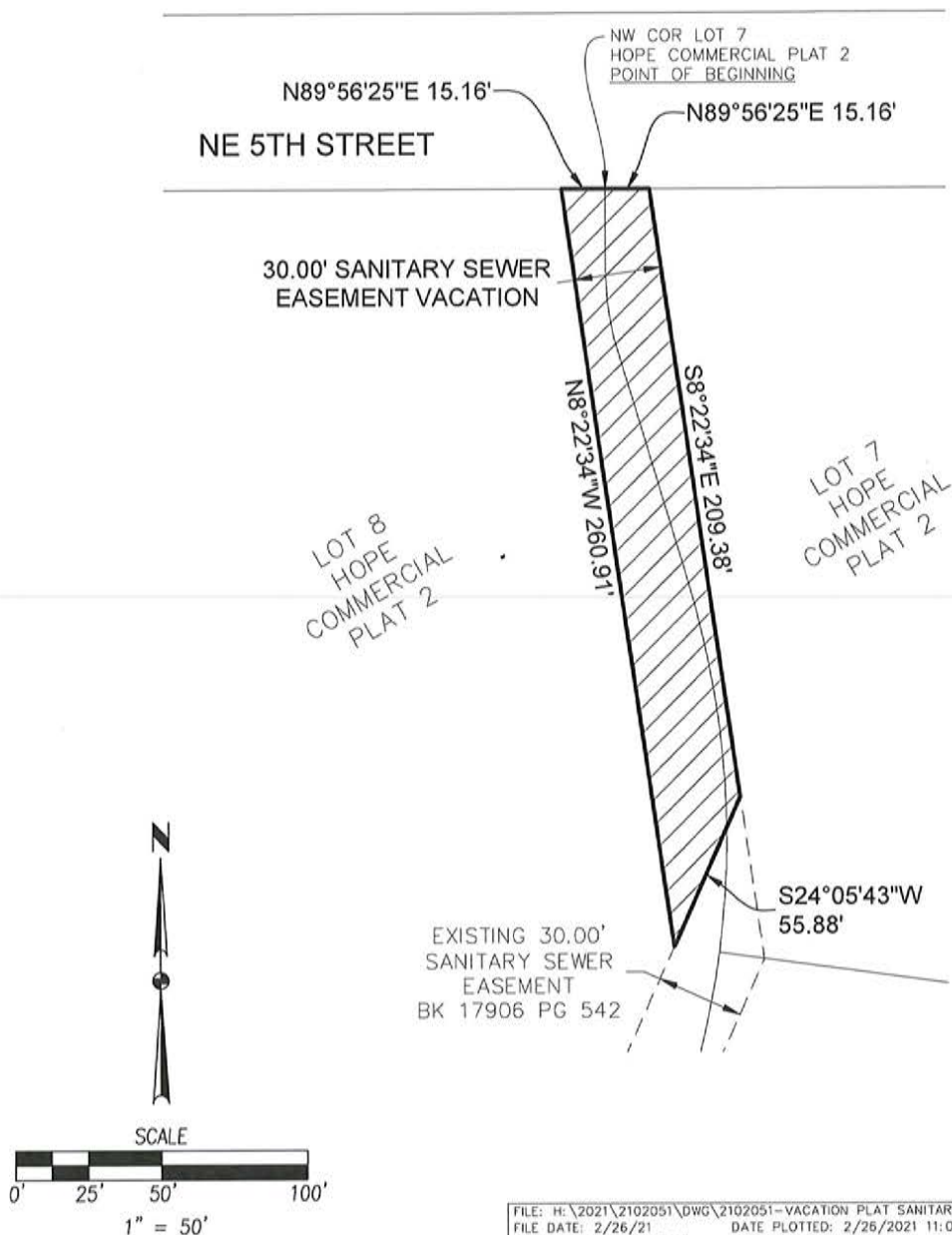
EXHIBIT 'A' - VACATION PLAT

Exhibit C

SANITARY SEWER EASEMENT VACATION DESCRIPTION

A PART OF LOTS 7 AND 8, HOPE COMMERCIAL PLAT 2, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE NORTH 89°56'25" EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 15.16 FEET; THENCE SOUTH 08°22'34" EAST, 209.38 FEET; THENCE SOUTH 24°05'43" WEST, 55.88 FEET; THENCE NORTH 08°22'34" WEST, 260.91 FEET TO THE NORTH LINE OF SAID LOT 8; THENCE NORTH 89°56'25" EAST ALONG SAID NORTH LINE, 15.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.16 ACRES (7,054 SQUARE FEET).



27



Doc ID: 033546570005 Type: GEN
Kind: EASEMENT
Recorded: 11/28/2018 at 11:15:54 AM
Fee Amt: \$27.00 Page 1 of 5
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2018-00040813

BK 17157 PG 314-318

Prepared by: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312.
(515) 279-9059

RETURN TO:

Return to: City of Grimes, 101 NE Harvey St, Grimes, IA 50111

Exhibit D

OVERLAND FLOWAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned **HOPE K. FARMS, LLC**, an Iowa limited liability company ("Grantor"), owner and developer of Hope Commercial Plat 1, an Official Plat in Grimes, Polk County, Iowa, and owner of the Easement Area hereinafter described, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the **CITY OF GRIMES, IOWA**, a municipal corporation (the "City"), a permanent and perpetual overland flowage easement (the "Easement") and right-of-way under, over, on, through, across and within the following described real estate:

SEE EXHIBIT "A" ATTACHED HERETO

(the "Easement Area"), for the purpose of locating surface water flowage over and across the Easement Area and to allow the City to enter upon the Easement Area as shall be necessary to construct, reconstruct, inspect, repair, replace, enlarge, improve, grade and maintain the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES AND OBSTRUCTIONS PROHIBITED.** No fence, building, structure, material, device, matter, planting or other obstruction of any kind whatsoever shall be erected or permitted upon or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor covenants and agrees to keep and maintain the grading, elevations and contour of the Easement Area, including drainage way and detention basin improvements, in accordance with the engineering plan approved by the City. No change of the grade, elevation or contour of any part of the Easement Area shall be permitted without obtaining the prior written consent of the City. The City shall

have the right to restore any changes in grade, elevation or contour without prior written consent of Grantor.

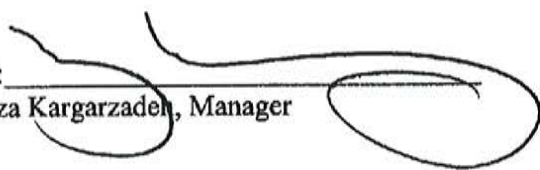
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected in the Easement Area and the right to improve, repair and maintain the Easement in whatever manner necessary and consistent with its purpose.
4. **MAINTENANCE.** The owner or occupant of each parcel of property upon which the Easement Area is located shall keep and maintain that portion of the Easement Area within his or her property free and clear of trees, shrubs, bushes, brush, weeds, undergrowth, trash, debris, objects, landscape elements, dirt fill and other vegetative growth and obstructions, and shall not affect grades in any manner which may interfere, obstruct or impede the flow of water or affect required detention basin volumes in the Easement Area. The City shall not be responsible whatsoever for any maintenance or upkeep of the land located within the Easement Area including, but not limited to, maintaining the grade and elevation thereof, and that responsibility shall remain with the owners. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs).
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, the owners of the property abutting the Easement Area, and the owners of property lying within the City.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the Easement Area against the claims of all persons whomsoever.

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

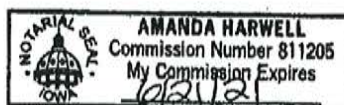
Dated November 19, 2018.

HOPE K. FARMS, LLC,
an Iowa limited liability company

By: 
Reza Kargarzadeh, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on November 19, 2018, by Reza Kargarzadeh, Manager of Hope K. Farms, LLC.



By: 
Notary Public

ACCEPTANCE BY CITY OF GRIMES, IOWA

I, Rochelle Williams City Clerk of the City of Grimes, Iowa, do hereby certify that the above and foregoing easement was duly approved and accepted by the City Council of the City of Grimes by Resolution passed on the 13 day of Nov, 2018, and this certificate is made pursuant to authority contained in such Resolution.

Signed this 14 day of Nov, 2018.

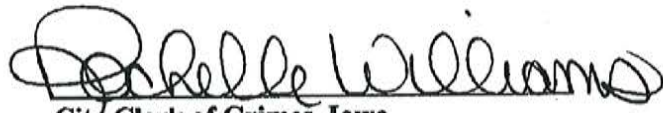

City Clerk of Grimes, Iowa

EXHIBIT "A"
HOPE COMMERCIAL PLAT 1
OVERLAND FLOWAGE EASEMENT

A PART OF OUTLOT 'X', HOPE COMMERCIAL PLAT 1, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 40.00-FOOT-WIDE EASEMENT BEING 20.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID OUTLOT 'X'; THENCE SOUTH 0°02'25" EAST ALONG THE EAST LINE OF SAID OUTLOT 'X', 140.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 83°23'12" WEST, 1221.86 FEET; THENCE SOUTH 39°06'11" WEST, 153.85 FEET; THENCE SOUTH 51°15'31" WEST, 203.56 FEET; THENCE SOUTH 61°24'28" WEST, 268.70 FEET; THENCE SOUTH 0°21'27" WEST, 119.52 FEET TO THE POINT OF TERMINUS AND CONTAINING 1.81 ACRES (78,699 SQUARE FEET).

42



Doc ID: 034762750008 Type: GEN
Kind: EASEMENT
Recorded: 01/22/2020 at 02:21:34 PM
Fee Amt: \$42.00 Page 1 of 8
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2019-00063715

BK 17673 PG 878-885

TEMPORARY STORM WATER DETENTION EASEMENT

Preparer Information:

Lisa R. Wilson
475 Alice's Road, Suite A
Waukee, Iowa 50263
(515) 369-2502

Exhibit E

Taxpayer Information:

City of Grimes
City Hall
101 N. Harvey Street
Grimes, Iowa 50111

RETURN TO:

Return Document To:

City of Grimes
City Hall
101 N. Harvey Street
Grimes, Iowa 50111

Grantor:

Hope K. Farms, LLC

Grantee:

City of Grimes, Iowa

Legal Description:

See Exhibit "A".

Document or instrument number of previously recorded documents:

N/A

TEMPORARY STORM WATER DETENTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a temporary easement for an overland flowage and detention right-of-way area as, from time to time, determined by the City over, under, through and across the following described real estate:

See Exhibit "A"

(hereinafter called "Easement Area") locating and maintaining a surface water flowage and detention area and which permits and allows the City to enter at any time upon and into said Easement Area as described herein, to patrol, police and maintain said Easement Area and to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair and to maintain said Easement Area whenever necessary, in the City's sole discretion.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land or equipment located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed. Notwithstanding the foregoing, Heritage Grimes, L.L.C. shall be responsible for any maintenance of the Easement Area until such time as the property is developed. Once the property is developed, all maintenance responsibility shall automatically revert back to Grantor, its successors and assigns.

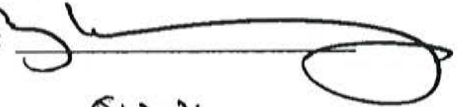
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk. Grantor does **HEREBY COVENANT** with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to **WARRANT AND DEFEND** the said premises against the claims of all persons whomsoever.
10. **DETENTION QUALITY AND VOLUME.** In the event the Easement Area or equipment contained therein is altered in the future by Grantor, Grantor shall be responsible for stormwater detention/quality volume replacements from the Beaverbrooke Pointe Plat 3 development.

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

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

Signed this 17 day of December, 2018.

HOPE K. FARMS, LLC, an Iowa limited liability company, Grantor

By: 

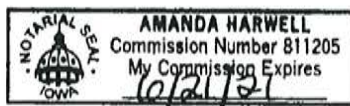
Its: Reza Kargarzadeh

Reza Kargarzadeh, General Manager

STATE OF IOWA)
) SS:
COUNTY OF Polk)

This instrument was acknowledged before me on this 17 day of December, 2018, by
Reza Kurgurzedeh the owner of Hope K. Farms, LLC.

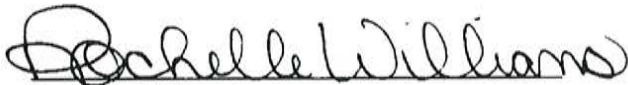
Amanda Harwell
Notary Public in and for Said State



CITY OF GRIMES, IOWA

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution and Roll Call No. motion passed on the 12 day of November, 2019, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 17 day of Jan, 2020.

A handwritten signature in cursive script that reads "Rochelle Williams". The signature is written in dark ink and is positioned above the printed name and title.

Rochelle Williams

City Clerk of the City of Grimes, Iowa

EXHIBIT "A"

A PART OF OUTLOT "Q", HERITAGE AT GRIMES PLAT 2, AN ORIGINAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 00°10'40" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 510.94 FEET; THENCE NORTH 89°49'20" WEST, 258.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 27°30'38" EAST, 99.17 FEET; THENCE NORTH 10°44'22" EAST, 99.17 FEET; THENCE NORTH 77°29'13" EAST, 54.49 FEET; THENCE NORTH 77°36'20" EAST, 70.00 FEET; THENCE SOUTH 12°23'40" EAST, 45.28 FEET; THENCE SOUTH 28°18'25" EAST, 90.60 FEET; THENCE SOUTH 70°20'57" WEST, 169.65 FEET; THENCE SOUTH 60°36'13" WEST, 83.92 FEET; THENCE NORTH 29°23'47" WEST, 11.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.59 ACRES (25,778 SQUARE FEET).

AND

A PART OF OUTLOT "Q", HERITAGE AT GRIMES PLAT 2, AN ORIGINAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 20.00-FOOT-WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 00°10'40" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 971.75 FEET; THENCE SOUTH 89°49'20" EAST, 507.43 FEET; THENCE NORTH 03°58'04" WEST, 60.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 03°58'04" WEST, 20.00 FEET TO THE POINT OF TERMINUS AND CONTAINING 0.01 ACRES (400 SQUARE FEET).

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

EXHIBIT 'A' - EASEMENT PLAT

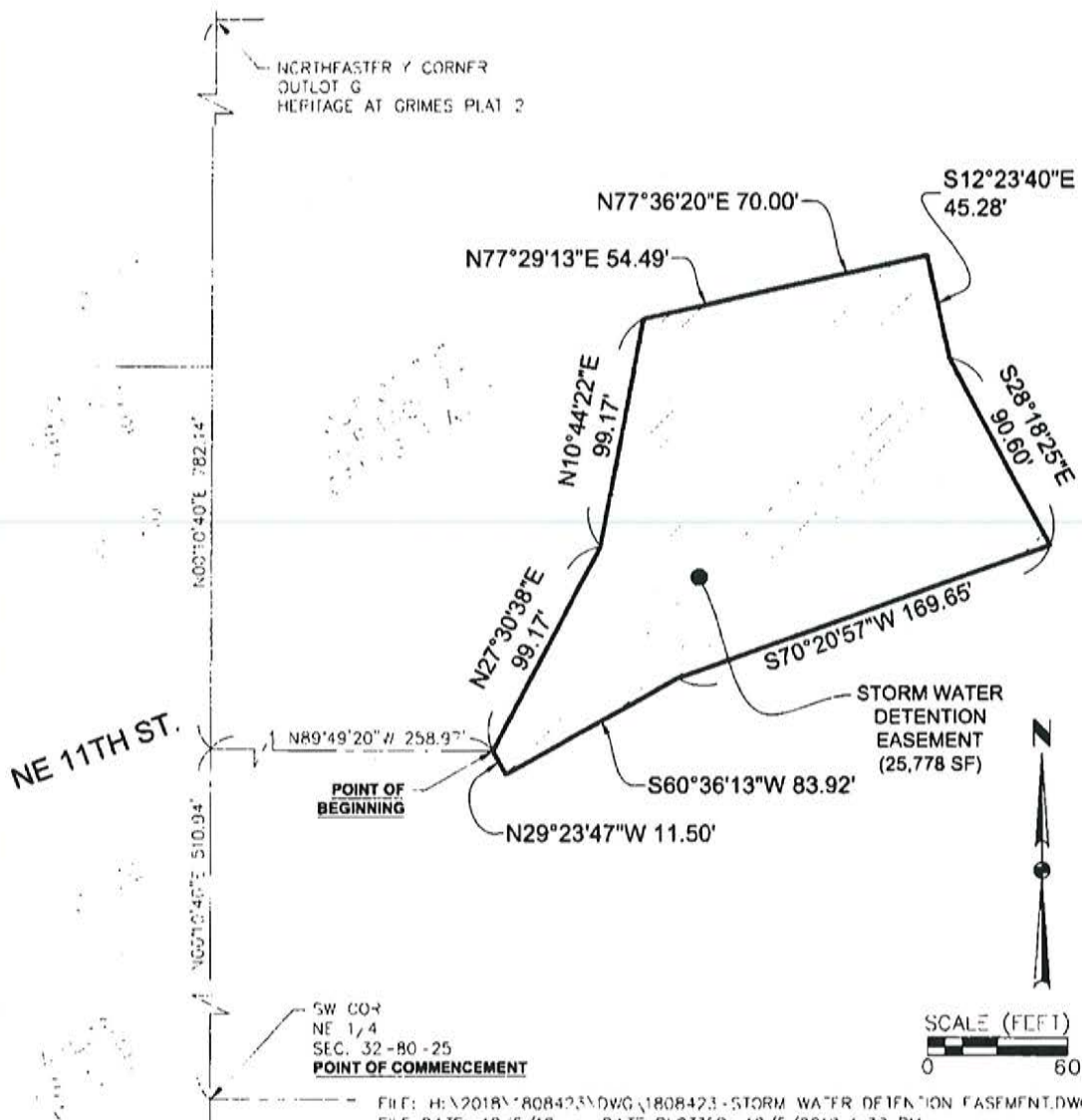
OWNER

HOPE K FARMS LC

STORM WATER DETENTION EASEMENT DESCRIPTION

A PART OF OUTLOT "Q", HERITAGE AT GRIMES PLAT 2, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 00°10'40" EAST ALONG THE WEST LINE OF SAID OUTLOT "Q", 510.94 FEET; THENCE SOUTH 89°49'20" EAST, 258.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 27°30'38" EAST, 99.17 FEET; THENCE NORTH 10°44'22" EAST, 99.17 FEET; THENCE NORTH 77°29'13" EAST, 54.49 FEET; THENCE NORTH 77°36'20" EAST, 70.00 FEET; THENCE SOUTH 12°23'40" EAST, 45.28 FEET; THENCE SOUTH 28°18'25" EAST, 90.60 FEET; THENCE SOUTH 70°20'57" WEST, 169.65 FEET; THENCE SOUTH 60°36'13" WEST, 83.92 FEET; THENCE NORTH 29°23'47" WEST, 11.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.59 ACRES (25,778 SQUARE FEET).



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PT. OUTLOT "Q"
HERITAGE AT GRIMES PLAT 2
EASEMENT PLAT



3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111

PH: (515) 369-4400 Fax: (515) 369-4410

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

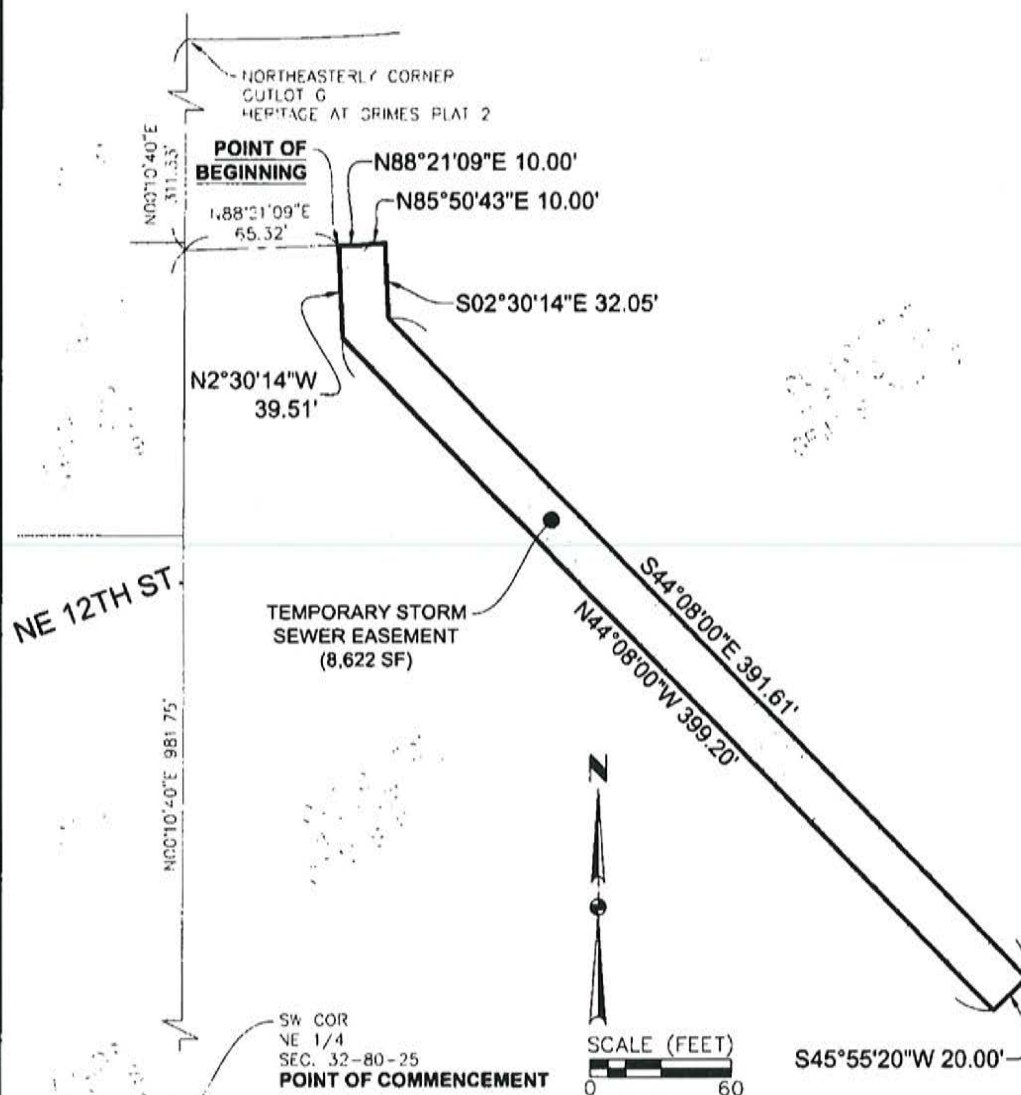
EXHIBIT 'A' - EASEMENT PLAT**OWNER**

HOPE K FARMS LC

TEMPORARY STORM SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT "Q", HERITAGE AT GRIMES PLAT 2, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 00°10'40" EAST ALONG THE WEST LINE OF SAID OUTLOT "Q", 981.75 FEET; THENCE NORTH 88°21'09" EAST, 65.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°21'09" EAST, 10.00 FEET; THENCE NORTH 85°50'43" EAST, 10.00 FEET; THENCE SOUTH 02°30'14" EAST, 32.05 FEET; THENCE SOUTH 44°08'00" EAST, 391.61 FEET; THENCE SOUTH 45°55'20" WEST, 20.00 FEET; THENCE NORTH 44°08'00" WEST, 399.20 FEET; THENCE NORTH 02°30'14" WEST, 39.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.20 ACRES (8,622 SQUARE FEET).



FILE: H:\2018\1808423\DWG\1808423-TEMPORARY STORM SEWER EASEMENT.DWG
FILE DATE: 12/6/18 DATE PLOTTED: 12/6/2018 1:47 PM

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PT. OUTLOT "Q"
HERITAGE AT GRIMES PLAT 2
EASEMENT PLAT



3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111

PH: (515) 369-4400 Fax: (515) 369-4410



Preparer Information: <u>Lisa R. Wilson</u> <u>475 Alice's Road, Suite A</u> <u>Waukee, Iowa 50263</u> <u>(515) 369-2502</u>			
Name	Street Address	City, State, Zip	Area Code-Phone

City of Grimes, Name	101 N. Harvey, Street Address	Grimes, Iowa 50111 City,State,Zip	(515) 986-3036 Area Code-Phone
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Page 2 of 2

NORTH 00°10'40" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 510.94 FEET; THENCE NORTH 89°49'20" WEST, 258.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 27°30'38" EAST, 99.17 FEET; THENCE NORTH 10°44'22" EAST, 99.17 FEET; THENCE NORTH 77°29'13" EAST, 54.49 FEET; THENCE NORTH 77°36'20" EAST, 70.00 FEET; THENCE SOUTH 12°23'40" EAST, 45.28 FEET; THENCE SOUTH 28°18'25" EAST, 90.60 FEET; THENCE SOUTH 70°20'57" WEST, 169.65 FEET; THENCE SOUTH 60°36'13" WEST, 83.92 FEET; THENCE NORTH 29°23'47" WEST, 11.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.59 ACRES (25,778 SQUARE FEET).

AND

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(the "Easement Area").

2. Developer covenants and agrees that the design, construction, and maintenance of the Storm Water Management Facility shall be in compliance with the stormwater management concept plan, as provided in the Post-Construction Storm Water Ordinance ("**Stormwater Management Concept Plan**"), on file with the City and which is available for public inspection. The design, construction, and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance and the City stormwater requirements as defined by the Post-Construction Storm Water Ordinance.
4. It is hereby agreed that Developer is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance.
5. Grantor and Developer hereby designate, appoint, and agree on behalf of Grantor, Developer and all respective successors and assigns that the Developer is designated as the responsible party for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility, until such time as the property on which the Easement Area is situated is developed. Once said property is developed or the City vacates this Agreement, whichever first occurs, all maintenance responsibility shall automatically transfer to Grantor, its successors and assigns, and Developer shall not have any further obligation hereunder. Notwithstanding the foregoing, the City's rights pursuant to Paragraph 9 of this Agreement shall not be affected until such time as the City vacates this Agreement.
6. Grantor and Developer hereby covenant and agree that Developer is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility, until such time as responsibility is transferred to Grantor pursuant to Paragraph 5 of this Agreement, at which time Grantor shall be the designated and authorized party for notices and service of process

7. Except as otherwise set forth herein, Grantor shall be responsible for all maintenance, repair, and replacement of the Storm Water Management Facility.
8. Except as otherwise set forth herein, Developer shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years.
9. Should Grantor or Developer fail to maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area pursuant to this Agreement, upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and place on the real estate tax bill and collected as ordinary taxes.

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City.

10. Grantor hereby grants to the City and Developer a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
11. It is the obligation of the Grantor and all subsequent owners of the Easement Area to maintain the Easement Area and the Storm Water Management Facility as set forth below except as may otherwise be set forth in this Agreement. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height desired but no taller than 12 inches. When mowing, remove no more than 1/3 of the pre-cut height of the grass blade.
- b. Grass coverage shall be maintained to prevent erosion. This includes necessary reseeding using United Seed Super Turf II LS to maintain 90% grass coverage.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. No plants or trees shall be allowed within the stormwater basins.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. All repairs shall conform to the original design.
- h. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for Beaverbrooke Pointe Plat 3.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height desired, but no taller than 12 inches to prevent erosion. When mowing, remove no more than 1/3 of the pre-cut height of the grass blade.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.

- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the Beaverbrooke Pointe Plat 3.
12. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
13. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
14. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
15. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required pursuant to the original Stormwater Management Concept Plan on file with the City).
16. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
17. The City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading, and dredging.
18. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of its rights under this Agreement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
19. Developer disclaims any ownership interest in and to the Easement Area by virtue of this Agreement.
20. This Agreement shall be deemed perpetual and to run with the land and shall be binding on Grantor, Developer, and on their respective heirs, successors, and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 19th day of Dec, 2018.

GRANTOR:

HOPE K. FARMS, LLC

By:
Its:

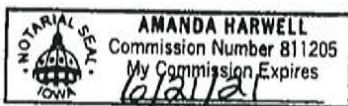

Reza Kargarzadeh, General Manager

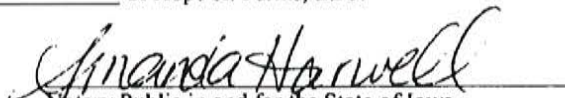
STATE OF IOWA)

COUNTY OF Polk)

)SS
)

This instrument was acknowledged before me on the 19 day of December 2018, by Reza Kargarzadeh, the owner of Hope K. Farms, LLC.

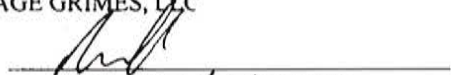



Notary Public in and for the State of Iowa

DEVELOPER:

HERITAGE GRIMES, LLC

By:
Its:


MEMBER/MANAGER

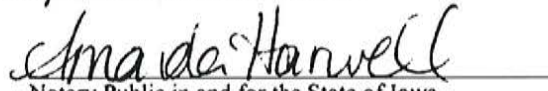
STATE OF IOWA)

COUNTY OF Polk)

)SS
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This instrument was acknowledged before me on the 19 day of December 2018, by Eric Grubb, the Member/manager of Heritage Grimes, LLC.

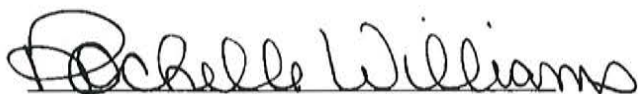



Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution and Roll Call No. motion, passed on the 12 day of November, 2019, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 17 day of Jan, 2020.

A handwritten signature in cursive script that reads "Rochelle Williams". The signature is written in dark ink and is positioned above the printed name and title.

Rochelle Williams

City Clerk of the City of Grimes, Iowa



*101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of March 23, 2021

AGENDA HEADING: SE Jacob St. and SE Trail Ridge Rd. Water Main – MSA Professional Services, Inc. Professional Services Agreement.

SYNOPSIS: The City of Grimes has identified the need for engineering services to design a water main replacement project along SE Jacob St. and SE Trail Ridge Rd. The area included within the limits of this project has aging water system infrastructure consisting of 4" and 6" water mains that need to be replaced before the condition of the street surfaces can be addressed. The water main replacement is scheduled in the CIP for construction this year and the HMA overlay of the streets is scheduled for the following year. This timing is important to make sure that we are fixing potential issues with the underground infrastructure before we are addressing the pavement condition at the surface.

There is a component in the scope of work for public engagement to include correspondence, notifications and project updates. This will also include a time & materials element to conduct in-house surveys of water services for location and type of material. The reason we included this was to mitigate any potential issues if any lead water service lines are discovered.

The staff selected MSA Professional Services because of their background in water system infrastructure design and their performance on the North Pointe Storm Sewer and North Sports Complex Sanitary Sewer projects that were constructed last year.

FISCAL IMPACT: The total fee proposed for the engineering services is a not to exceed amount of \$85,040 based off hourly rates and fixed expenses. This total also includes an estimate of \$8,380 for the time & materials item to conduct the in-house water service line survey.

The funding source for this work will be from the line item for this project in the current CIP.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff has reviewed this Professional Services Agreement and recommends approval by the City Council.

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No. 03-2321

WHEREAS, the City of Grimes (Grimes) needs to replace aging water system infrastructure consisting of undersized 4" and 6" water mains; and,

WHEREAS, the engineering firm of MSA Professional Services, Inc. (Engineers), has substantial experience in water system infrastructure design, and is qualified to provide Survey & Mapping, Preliminary Design, Final Design, Bidding Assistance, Project Administration and Water Service Inspections;

WHEREAS, Engineers have proposed the attached Standard Professional Services Agreement that has a scope of work to be supplied by the Engineers and compensation to be paid by Grimes for their engineering services related to the water main replacement design;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Standard Professional Services Agreement with the Engineers on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 23rd day of March, 2021, and approved by the Mayor on the 23rd day of March, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

SE JACOB ST. AND SE TRAIL RIDGE RD. WATER MAIN

This Agreement is made and entered into this 23 day of March, 2021, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and MSA Professional Services, Inc., party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, excluding any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant	
a. <u>Survey and Mapping</u>	\$ <u>14,110.00</u>
b. <u>Preliminary Design Phase</u>	\$ <u>28,490.00</u>
c. <u>Final Design Phase</u>	\$ <u>24,380.00</u>
d. <u>Bidding Phase</u>	\$ <u>2,360.00</u>
e. <u>Project Administration</u>	\$ <u>7,320.00</u>
II. Additional Services of the Consultant	
a. <u>Water Service Inspections (T&M - Est)</u>	\$ <u>8,380.00</u>
Total	\$ <u>85,040</u>

- B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.
- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a

period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

- E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.
- F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.
- G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of Grimes
Attn: Matt Ahrens, P.E.
Title: City Engineer
Address: 410 SE Main Street, #102
City, State: Grimes, IA 50111

FOR THE CONSULTANT:

Name: MSA Professional Services, Inc.
Attn: Jacob Huck, P.E.
Title: Regional Public Works Manager
Address: 1555 SE Delaware Ave., Suite F
City, State: Ankeny, IA 50021

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations and technical standards or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall 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.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgements or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To

the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. If requested by the City, the Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs and expenses during mediation. The cost of the mediator shall be shared equally by the parties.

If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party court costs provided by Iowa law and interest at the legal rate. The City and Consultant agree that the jurisdiction and venue for any legal proceeding arising from this Agreement are the Iowa District Court for Polk County.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

CITY OF GRIMES

BY:  _____

BY: _____

Name: Jacob Huck, P.E.

Scott Mikkelsen, Mayor

Title: Regional Public Works Manager

ATTEST

Name: _____

Title: _____

Attachment 1 - Scope of Services
Jacob and Trail Ridge Water Main
Design & Bidding Services

Basic Engineering Services and Related Matters

MSA Professional Services, Inc. (ENGINEER) proposes to provide construction phase services for the City of Grimes, Iowa (OWNER), of the following:

SE Jacob St. and SE Trail Ridge Rd. Water Main Design and Bidding Services Project Description

Design approximately 4,000 LF of 8" diameter (estimated) C900 PVC water main along:

- 1) SE Jacob Street from E 1st Street to SE 6th Street
- 2) SE Trail Ridge Road from SE 6th Street to SE 2nd Street
- 3) SE 3rd Street from SE Trail Ridge Road to SE Little Beaver Drive
- 4) SE Little Beaver Drive from SE Little Beaver Drive to SE 2nd Street
- 5) SE 6th Street from SE Jacob Street to SE Trail Ridge Road

The purpose of this project is to upsize the existing 4" and 6" mains along the corridors. SUDAS Design Standards and Specifications shall be implemented, including current City of Grimes Supplemental Specifications.

In association with completion of the above project, the following assumptions are applicable:
Project Manager and Project Engineer

The ENGINEER shall assign Nichole Sungren, P.E. as the Project Manager and Andrew Inhelder, P.E. as the Project Engineer for the project. ENGINEER shall not modify said assignments without OWNER consent.

DESIGN PHASE SERVICES

1. *SURVEY AND MAPPING* \$14,110.00
 - a. Perform topographic and boundary survey of project site. ENGINEER shall establish horizontal and vertical control by State Plane Coordinates (NAD83/Iowa South) and sea level elevations (NAVD88), for the Project area. Topographic surveys are anticipated to be limited to those areas requiring detailed elevation information for proper construction installation of agreed upon alignment.
 - b. ENGINEER shall determine the location of utilities within the existing right-of-way for the project. Underground utilities will be incorporated into the project through map requests to the utility companies, One-Call Design locate and survey, and shall be drawn into the design file.
 - i. Field verification of utility depths will not be included for any private utilities or public utilities that do not terminate at a structure
 - c. Topographic survey shall be limited to:
 - i. Surface features, elevation shots and utilities with in proposed project improvement area as depicted on Attachment 5-Project Map.
 - ii. Surface features to be located include but are not limited to:
 1. Existing water main
 2. ROW throughout entire corridor
 - a. This will be used for this project and Phase 2 project (HMA Overlay) in 2022
 3. E. 1st Street crossing
 - a. Required for boring of water main
 4. Existing culvert information

Attachment 1 - Scope of Services

Jacob and Trail Ridge Water Main
Design & Bidding Services

2. *PRELIMINARY DESIGN PHASE* \$28,490.00
- a. Obtain existing public Utility location documentation from OWNER, as well as applicable existing franchise utilities and incorporate into the design.
 - i. City shall provide existing shape file to ENGINEER
 - b. Prepare proposed pipe routing plan for proposed facilities.
 - i. It is assumed that water main shall be trenched in all locations, except:
 - 1. E. 1st Street crossing
 - a. Will be required to be bored under DOT right-of-way.
 - 2. Potentially under the two (2) large culverts
 - a. City will provide future elevations of the culverts for clearance
 - i. One of the culverts is to be lowered and upsized in the future
 - 3. Includes coordination with Iowa DOT for E. 1st Street crossing
 - 4. Costs will be provided for boring the entire alignment for review by City
 - a. Costs will reflect preliminary design stage and will include a contingency to account for lack of soil borings as per Section 2p.
 - c. Pipe Sizing
 - i. Pipe sizing shall be provided by City (OWNER) to ENGINEER based on McClure Engineering water model
 - d. Assumed Water Main Layout
 - i. West side of SE Jacob Street
 - ii. North/west side of SE Trail Ridge Road, SE 3rd Street, SE Little Beave Drive
 - iii. After survey MSA will layout the water main in these desired locations. During the preliminary review meeting, MSA will present to City for approval prior to moving into final design phase.
 - e. Service Evaluation
 - i. Service material unknown and ENGINEER shall account for with notes and/or contingency
 - ii. All services shall be tied into the new water main. Curb stop replacement is also included.
 - iii. City to provide existing sizes of services. ENGINEER will attempt to locate existing curb stops during survey, however some may not be found. ENGINEER will prepare a list of properties that a curb stop was not found, City will verify locations of these curb stops.
 - f. Water Main Stubs at Intersections
 - i. It is assumed that stubs will be provided at SE 4th, 5th and 6th Streets and SE Little Beaver Drive, along with reducers, for future extensions as a part of this project
 - g. Proposed water shall be located within existing ROW to eliminate need for ROW acquisition.
 - i. ROW acquisition and easement preparation is excluded.
 - h. Entrance culverts to be replaced with RCP culverts of the same size as existing or a minimum of 15-inches if physical conditions allow. CMP culverts will be used if clearance issues arise.
 - i. Ditch design is not included as a part of this scope
 - ii. Regrading of existing ditches may be required for proper drainage of new or cleaned out culverts but will be determined in the field
 - iii. No design or storm water evaluations will be performed on existing culverts
 - i. Existing driveways within water main alignment will be replaced
 - i. Material will be determined by City at preliminary design meeting
 - j. Coordination with franchise utility companies within project site
 - k. Engineer shall review DNR's Leaking Underground Storage Tank (LUST) database during design for sites within the corridor
 - i. <https://facilityexplorer.iowadnr.gov/facilityexplorer/>
 - l. Conduct an internal QA/QC review of plan set.
 - m. Develop Preliminary Design Phase opinion of probable cost
 - i. Provide costs for both boring and open cut for review by City

Attachment 1 - Scope of Services

Jacob and Trail Ridge Water Main
Design & Bidding Services

- n. ENGINEER shall provide a preliminary design phase (50% complete) plan set to the OWNER for review and comment.
 - o. Public Engagement
 - i. No public information meeting is included as a part of this project
 - ii. Engagement shall include correspondence, notifications, and project updates
 - 1. These updates will be provided to the City as a part of the monthly invoicing process and can be provided to the residents at this time
 - p. No subsurface investigations will be performed as a part of this project.
3. *FINAL DESIGN PHASE* \$24,380.00
- a. Plan set revisions per comments from preliminary set comments from OWNER.
 - b. Prepare proposed pipe routing plan and profiles.
 - c. ENGINEER shall develop an Erosion Control Plan and SWPPP plan sheets. The Contractor, after the project award, shall be required to file the required public notices, file a Notice of Intent for coverage of the project under the Iowa DNR NPDES General Permit No. 2. The Contractor shall pay the associated publication and NPDES permit fees and this will be included as a part of the project bid items.
 - d. ENGINEER shall develop phasing and traffic control plans; as necessary.
 - i. The ENGINEER shall provide a bored water main design under the E. 1st Street due to the DOT right-of-way
 - ii. Potential boring design under two (2) large culvert locations
 - e. Prepare Plans and Specifications, including OWNER provided standard front ends.
 - f. Refine opinion of probable cost for check plan phase.
 - g. Perform QA/QC review of check plan set.
 - h. ENGINEER shall provide a check plan set (90% Complete) to the OWNER for review and comment.
 - i. Refine Opinion of Probable Cost based upon Completed Plans and Specifications.
 - j. Perform QA/QC review of final plan set.
 - k. ENGINEER shall provide a Final design phase (100% complete) plan set to the OWNER for review and comment.
 - l. Provide OWNER with final PDF of final plans and specifications.
 - m. Provide OWNER with (3) 11x17 paper copies of final plans and (3) paper copies of the specifications.
 - n. Prepare Iowa DNR water supply Permit Applications and submit. OWNER shall pay appropriate fees.
 - o. Prepare Iowa DOT Permit Application and submit.
4. *BIDDING PHASE* \$2,360.00
- a. Printing of bidding Documents (up to 10 sets of plans and Project Manual)
 - b. Uploading plans and Project Manual to QuestCDN for bidding purposes from final PDF.
 - c. Assist OWNER with Bidding Documents distribution, as necessary
 - d. Email Notice to Bidders to the City's preferred bidders list
 - e. Respond to Contractor questions during bidding process
 - f. Attend Bid Opening
 - g. Tabulate Bids and distribute to OWNER
 - h. Assist the OWNER in Evaluating bidders and make a recommendation for award
 - i. Preparation of construction contracts, distribute signed contracts, bonds to Contractor
 - j. Review completed contract, bonds, and insurance and issue Notice to Proceed
5. *PROJECT ADMINISTRATION* \$7,320.00
- a. Project Administration Tasks
 - i. Perform internal quality review to assure compliance with OWNER's intent.
 - ii. Coordinate internal Staff to assure compliance with OWNER's intent.
 - iii. Monitor project schedule and scope.
 - iv. Prepare Project Correspondence.

Attachment 1 - Scope of Services

Jacob and Trail Ridge Water Main
Design & Bidding Services

- v. Prepare and submit invoices. Invoices shall be submitted monthly and are payable within 30 days of receipt.
- b. Project Design Meetings
 - i. Attend meetings with City Staff during the project. Unless otherwise noted, all meetings will take virtually via Skype, Zoom, or similar venue.
 - ii. Project Kickoff and Scoping Meeting with City Staff
 - iii. Preliminary Plan Review Meeting with City Staff at Preliminary Plan (50%) completion.
 - iv. Check Plan Review Meeting with City Staff at Preliminary Plan (90%) completion.
 - v. Final Plan Review Meeting with City Staff at Check Plan (100%) completion

ADDITIONAL DESIGN PHASE SERVICES

- 1. WATER SERVICE INSPECTIONS *ESTIMATED \$8,380.00*
 - a. GIS dashboard setup for water service inspections
 - i. Includes service pipe size and type, property locations
 - ii. Includes subscription to platform during data collection and data download
 - b. Appointment Setup, Mailings and Notices
 - i. ENGINEER shall use Calendly subscription to schedule inspection appointments
 - ii. Additional appointments shall be made by phone, if required, and manually added to the Calendly platform
 - iii. ENGINEER shall prepare a notice to the residents for the OWNER to review
 - iv. ENGINEER shall mail the notices to property owners, if requested, by the OWNER
 - a. Postage will be included as part of the mailing
 - v. ENGINEER shall prepare a handout to be distributed during the inspections for OWNER to review
 - c. Water Service Inspections
 - i. It is assumed that there are 67 properties that will require inspections
 - ii. Inspections are assumed to take approximately 15 minutes each
 - iii. Inspections are assumed to be held over 3 days with travel time
 - a. Inspection time based on filling appointments over the estimated 3 days
 - b. Appointments scheduled on additional days outside the estimated three (3) will increase fee due to additional travel time
 - iv. It is assumed that City staff will accompany MSA staff for the inspections
 - d. City Assistance with Lead Services
 - i. MSA will assist with determining Lead Service pipe replacement funding options
 - ii. MSA will assist with the City with ordinance writing to update the City's current ordinances to reflect changes due to lead removal

Additional Services:

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Additional Meetings

Attendance at any such meetings that are not specially addressed above shall be considered above and beyond the scope of services as identified herein.

2. Easements and Land Acquisition Services

It has been assumed under this agreement that no services are required in association with temporary and permanent easements or fee title land acquisition in relation to the construction identified. As such, any work in relation to temporary or permanent easements or fee title land acquisition shall be considered out of scope of this agreement.

Attachment 1 - Scope of Services

Jacob and Trail Ridge Water Main
Design & Bidding Services

3. Construction Related Services

Will be completed by Amendment to this agreement following award of the construction contract. Amendment will include construction administration, observation, staking and as-built drawings. Additional public engagement, including project construction updates, will be included as a part of this amendment.

4. Additional Permits

Any permits that are not specially addressed above shall be considered above and beyond the scope of services as identified herein.

5. Geotechnical Services

6. Environmental Services including wetland investigations, floodplain delineations, archeological investigation or historical evaluations.

7. The Contractor, after the project award, shall be required to file the required public notices, file a Notice of Intent for coverage of the project under the Iowa DNR NPDES General Permit No. 2. The Contractor shall pay the associated publication and NPDES permit fees and this will be included as a part of the project bid items

8. Permit fee payment on behalf of the OWNER.

9. Phase 2 (HMA Overlay) Project Design Services

Owner's Responsibilities:

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will provide timely response to questions in order to meet deadlines for agreed upon construction schedule
- Owner will pay MSA as follows:

Fee Summary:

The Owner will compensate MSA for the Scope of Services listed above as follows:

Total Design Services (Hourly Not to Exceed)	\$85,040
---	-----------------

PROJECT SCHEDULE

Jacob and Trail Ridge Water Main

The project from Design, through bidding services shall be performed by ENGINEER in accordance with a schedule generally described as follows:

MILESTONE	DATE
• Project Authorization from City	March 23, 2021
• Begin Survey*	March 29, 2021
• Preliminary Plan Preparation	April 5-April 30, 2021
• Preliminary Plan Submittal	April 30, 2021
• City Preliminary Plan Review	May 3-May 7, 2021
• Check Plan Preparation	May 3-14, 2021
• Check Plan Submittal	May 14, 2021
• Submit Permit to DNR for review	May 17, 2021
• City Check Plan Review	May 17-May 21, 2021
• Final Plan Preparation	May 17-May 28, 2021
• Final Plan Submittal	May 28, 2021
• Submit Notice to Bidders and Notice of Public Hearing to City	May 28, 2021
• City Final Plan Review	June 1-June 4, 2021
• Final Plans to Clerk for July 13 Letting	June 7, 2021
• Set Bid Date and Public Hearing Date	June 8, 2021
• Post Notice to Bidders and Notice of Public Hearing To Iowa League & MBI	June 18, 2021
• Publish Notice to Bidders and Notice of Public Hearing In Local Newspaper	June 25, 2021
• Bid Letting	July 6, 2021
• Award of Contract	July 13, 2021
• Project Construction	Summer 2021

ENGINEER shall not be responsible for delays in schedule which are beyond the ENGINEER's control.

*Survey start date estimated. Weather conditions could push back start date. ENGINEER will notify OWNER of any delay of schedule.

ATTACHMENT 3: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects	\$115 – \$175/hr.
Clerical	\$ 80 – \$125/hr.
CAD Technician	\$ 95 – \$150/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$146/hr.
Housing Administration	\$ 82 – \$125/hr.
Hydrogeologists.....	\$127 – \$160/hr.
Planners	\$ 90 – \$180/hr.
Principals.....	\$175 – \$369/hr.
Professional Engineers	\$ 92 – \$200/hr.
Project Manager.....	\$ 150 – \$242/hr.
Professional Land Surveyors	\$ 87 – \$180/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians	\$ 70 – \$132/hr.
Wastewater Treatment Plant Operator.....	\$ 80 – \$ 100/hr.

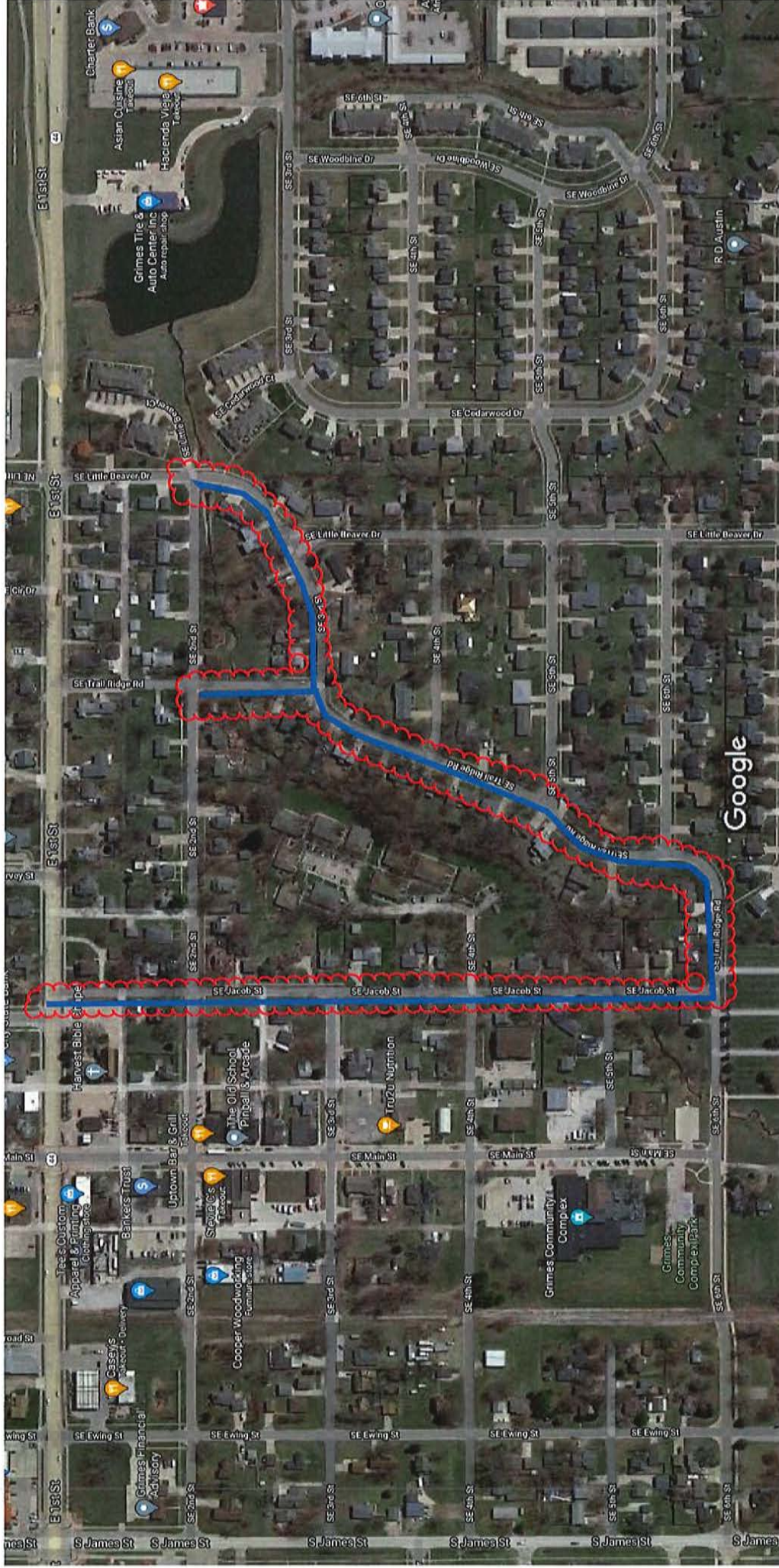
REIMBURSABLE EXPENSES

Copies/Prints.....	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.15/sq.in.
Flash Drive	\$10
GPS Equipment.....	\$28/hour
Laser Level.....	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement (currently \$0.56/mile)	Rate set by Fed. Gov.
Mileage – MSA Vehicle	\$35 + \$0.30 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotic Survey Equipment.....	\$37/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until December 25, 2021.

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the current standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.
4. All other direct expenses will be invoiced at cost.





*101 NE Hawkey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of March 23, 2021

AGENDA HEADING: County Line Road Intersection Improvements – Setting the dates for the bid letting and public hearing.

SYNOPSIS: The action that is in front of the council is to set the bid letting and public hearing dates for the County Line Road Intersection Improvements project. The proposed schedule for this project is to set the dates for the bid letting and public hearing on March 23rd, hold the bid opening on April 21st @ 10:30 AM, hold the public hearing on April 27th @ 5:30 PM and award the project following the public hearing.

This project includes the widening and construction of left turn lanes on the north, east and west legs of the intersection of County Line Road and Highway 44 along with some storm sewer improvements. The project includes a full completion date of August 31, 2021 with liquidated damages of \$1,000/day for noncompliance.

FISCAL IMPACT: The project construction costs are estimated to be approximately \$983,000 which includes a 10% construction contingency. This project is included in the 2021 Capital Improvements Plan for construction this year.

PREVIOUS COUNCIL ACTION(S): Approval of Professional Services Agreement with Bolton & Menk for engineering design services.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of April 21st @ 10:30 AM and public hearing date of April 27th @ 5:30 PM.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE COUNTY LINE ROAD INTERSECTION IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 03-2421

RESOLUTION ORDERING CONSTRUCTION OF THE COUNTY LINE ROAD INTERSECTION IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the County Line Road Intersection Improvements; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, STATE OF IOWA:

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the County Line Road Intersection Improvements, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The construction of the County Line Road Intersection Improvements at the intersection of Highway 44/W 1st Street and County Line Road includes approximately 3120 square yards (SY) of pavement removal, 2070 SY of 8" PCC Pavement, 2900 SY of 10" PCC Pavement, 5260 SY of subgrade preparation, 5260 SY of modified subbase, 99 LF of trenchless 30-inch storm sewer, 520 LF of trenched 30-inch storm sewer, 84 LF of trenched 15-inch storm sewer, drainage structures, grading, restoration, and other miscellaneous associated work.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to April 21, 2021, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on April 27, 2021, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on April 27, 2021.

PASSED AND APPROVED this 23rd day of March, 2021.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

County Line Road Intersection Improvements
CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **County Line Road Intersection Improvements** project at its meeting at **5:30 P.M. on the 27th day of April, 2021**, in the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in said City Council Chambers on the **21st day of April, 2021**, at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 21st day of April, 2021**, in said City Council Chambers. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 27th day of April, 2021**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than April 28th, 2021 and no later than May 17th, 2021**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in May 2021.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111.

An electronic copy of the Contract Documents is available at www.grimesiowa.gov/OurCommunity under "Project Bid Information" for no cost. Project information, estimated total cost and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from Bolton & Menk, Inc, 430 East Grand, Suite 101, Des Moines, IA 50309, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-252-7457 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

County Line Road Intersection Improvements

The construction of the County Line Road Intersection Improvements at the intersection of Highway 44/W 1st Street and County Line Road includes approximately 3120 square yards (SY) of pavement removal, 2070 SY of 8" PCC Pavement, 2900 SY of 10" PCC Pavement, 5260 SY of subgrade preparation, 5260 SY of modified subbase, 99 LF of trenchless 30-inch storm sewer, 520 LF of trenchless 30-inch storm sewer, 84 LF of trenchless 15-inch storm sewer, drainage structures, grading, restoration, and other miscellaneous associated work.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Grimes, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured 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; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Grimes. The bid shall contain no condition except as provided in the specifications.

The City of Grimes reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Grimes and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Grimes, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Grimes and the provisions stipulated in the Iowa Code.

Sales Tax Exemption

The City of Grimes will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project by **August 31st, 2021**. Full completion for the overall project shall be defined as all utility, grading, pavement, and surface restoration construction completed, with the new streets fully open to traffic and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Grimes does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Grimes, Iowa.

Dated at Grimes, Iowa, this **23rd day of March, 2021**.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk *

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **26th day of March, 2021**.

Published in a newspaper with local circulation the **9th day of April, 2021**.

**RESOLUTION 03-2521 AUTHORIZING SERVICE CONTRACT WITH SDS
BINDERWORKS**

WHEREAS, in compliance with the City of Grimes Purchasing Policy, the Human Resources Director has recommended “SDS Binderworks” for the City’s OSHA compliance “Hazard Communication” program;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that the contract with SDS Binderworks is hereby authorized.

PASSED AND APPROVED this 23rd day of March, 2021.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk

TO: Rochelle Williams/M. Woodke
FROM: ESF
DATE: 03 17 21
RE: SDS Binderworks



This memo is in compliance with the purchasing policy for purchases above \$1,000, but below \$10,000.

My conclusion is to recommend a three-year contract with "SDS Binderworks" to provide SDS Inventory Creation and Management Services AND use of their "mobile app." The total for this service is \$3,362.00 for three years.

Part of my efforts this past year (FY21) has been the rollout of an OSHA compliant safety program.

Generally, such a plan has several elements. One element is the "Hazard Communication" standard, codified at OSHA standard 1910.1200, and pertaining largely to the labeling of materials used in our workplace.

The most commonly known version of this standard is the "Safety Data Sheets" ("SDS") manufacturers provide for each material we use in the workplace. For employees in City Hall, this is generally the cleaning products that we have on hand, but in public works, the use is much broader. The traditional way of compiling SDS was to compile them in a three-ring binder. There are no sheets currently available at City Hall, and Public Works has only partial records for the material they keep onhand. This does not meet the standard of legal compliance.

In conjunction with our "Regional Safety Coordinator," IAMU has a vendor with whom many of our peer cities contract to keep electronic SDS records that can be accessed by use of a mobile app. This is the "SDS Binderworks" Product. The Interim Public Works Director has recommended the tier of program and use of the mobile app provided.

I have sought two other quotes to check on pricing. All three products are attached. MV3 Software (pages 6-10 of the attached bundle) provides comparable pricing at \$1,499 for year one and \$1,099 each additional year. Another product "EHS Software" offers a lower price, but doesn't come supported by IAMU and is not a local company (out of Indianapolis). I recommend SDS Binderworks because it is (a) supported by and familiar to our Regional Safety Coordinator, (b) recommended by our Public Works Director, and (c) responsive to our particular needs. We did also confirm that we can "upgrade" at any time to another plan without any backcharge or cancellation/change charges if our needs increase.



WHEN IT COMES TO COMPLYING WITH THE OSHA HAZARD COMMUNICATION STANDARD, ONE OF THE BIGGEST CHALLENGES EMPLOYERS FACE IS HOW TO MAKE THEIR SAFETY DATA SHEETS AVAILABLE TO EMPLOYEES. OUR SERVICES CONTINUALLY IMPROVE AND GROW TO HELP YOU MEET THIS CHALLENGE.

BENEFITS

 REDUCE COSTS Reduce costs associated with SDS inventory creation and maintenance	 SAVE TIME Save time spent on SDS program management	 SIMPLIFY Keep the compliance process simple and convenient
--	---	--



KEY SERVICES

- Easy to Use
- Convenient Access
- Custom SDS Inventory Creation and Management
- SDS Updating and Archiving
- Secondary Container Labeling (GHS)
- Ability to Create Both Electronic Inventories and Hardcopy Binders
- SDS Inventory Integration with Other Subscribers



Harness the power and convenience of today's mobile technology with the SDS BinderWorks App (iOS & Android). Provide all of your employees with immediate access to your company's managed SDSs — ANYTIME, ANYWHERE!



Choose the plan that is right for you.

SDS BinderWorks has subscription plans to meet a variety of budgets and needs.

Regardless of the plan you choose, all subscribers are provided our signature service ... we build your first inventory for you. All you need to do is tell us what products you use, and we'll do the rest.

All SDSprime and SDSprime plus subscriptions include SDS BinderWorks Mobile App Access and GHS Secondary Container Labeling.

	MOST POPULAR	
	 SDS essential	 SDS prime
1 year:	\$900	\$2,435
2 year:	\$1,575	\$4,265
3 year:	\$2,250	\$6,095

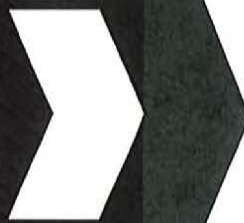
	 SDS prime plus
1 year:	\$4,375
2 year:	\$7,655
3 year:	\$10,935

	 SDS essential	 SDS prime	 SDS prime plus
Unlimited Mobile App Access	Optional†		
24/7 Online Access	✓	✓	✓
Initial Inventory Creation by SDS BinderWorks Staff	✓	✓	✓
Unlimited Employee Access	✓	✓	✓
Create, Authorize and Manage Users	✓	✓	✓
Maximum SDSs Managed†	200	500	1000†
Advanced Product Search	✓	✓	✓
SDS Requests Per Year†	15†	30†	55†
Number of Active Inventories	Unlimited	Unlimited	Unlimited
Inactive (Historical) Inventories	✓	✓	✓
Automated Archive Tracking	✓	✓	✓
Direct Login Link (Guest User Only)	✓	✓	✓
Customer Support/Orientation	✓	✓	✓
Quarterly Email Updates (Real-time Dashboard Notification)	✓	✓	✓
MSDS-to-SDS Conversion Tracking (GHS)	✓	✓	✓
Secondary Container Labeling (GHS)		✓	✓
Access to SDS Archives		✓	✓
Digital Download of Inventories		✓	✓
In-house Binder Printing		✓	✓
Downloadable Binder Update Kits		✓	✓
Inventory Integration with Other Subscribers		✓	✓
Export Product Details to Excel Spreadsheet		✓	✓

†ADDITIONAL FEATURES: As an SDS BinderWorks subscriber, additional services are also available for purchase, including: Mobile App Access for SDSessential, Additional SDSs Managed, Additional SDS Requests and Custom Hardcopy Binders.

THE NEW SDS BINDERWORKS

MOBILE APP



WHEN IT COMES TO COMPLYING WITH THE OSHA HAZARD COMMUNICATION STANDARD, ONE OF THE BIGGEST CHALLENGES EMPLOYERS FACE IS HOW TO MAKE THEIR SAFETY DATA SHEETS AVAILABLE TO EMPLOYEES.

The new SDS BinderWorks mobile app rounds out our SDS delivery tools, giving you more ways than ever to effectively manage and communicate SDS information to your employees. Whether you choose to make your managed SDSs available to your employees on our website, in custom hard copy binders or via our new mobile app, SDS BinderWorks has you covered.

The new SDS BinderWorks mobile app for iOS and Android devices bridges the gap between the SDS BinderWorks website and your remote employees.

OSHA Hazard Communication Standard 1910.1200(g)(8)

The employer shall maintain in the workplace copies of the required safety data sheets for each hazardous chemical, and shall ensure that they are readily accessible during each work shift to employees when they are in their work area(s). (Electronic access and other alternatives to maintaining paper copies of the safety data sheets are permitted as long as no barriers to immediate employee access in each workplace are created by such options.)

HIGHLIGHTS

OF THE SDS BINDERWORKS MOBILE APP

- Harness the power of today's mobile technology (iOS & Android).
- Provide ALL employees with immediate access to your company's managed SDSs — ANYTIME, ANYWHERE!
- No internet connection — no problem!*
- SDS inventory size is only limited by your company's subscription plan and the storage space available on your mobile device.
- Unparalleled update process — With the push of a button, update your saved company SDSs to the most current version available in your SDS BinderWorks account.

*Internet connection is required for initial app setup, SDS update downloads and access to the full SDS BinderWorks database.



**SDS
BINDERWORKS®**

3066 104th Street | Urbandale, IA 50322 | 515-334-2619 | 877-433-7774

For more information visit
sdsbinderworks.com



RESOLUTION 03-2721 ADOPTING THE AMENDED CITY OF GRIMES FEE SCHEDULE FOR 2021

WHEREAS, the Fee Schedule for service provided by the City of Grimes has been submitted to the City Council for approval; and

WHEREAS, the City Council of the City of Grimes desires to approve and adopt the amended City of Grimes Fee Schedule for 2021; and

NOW THEREFORE, BE IT RESOLVED THEY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA"

1. That the Amened City of Grimes Fee Schedule for 2021, a copy of which is attached is hereby approved.

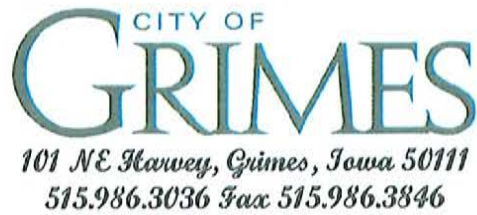
Passed and Approved this 23rd day of March 2021

By: _____

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



AGENDA MEMO

For Meeting of March 23, 2021

AGENDA HEADING:

Grimes Fee Schedule update 2021

SYNOPSIS:

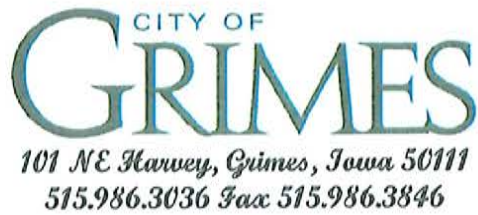
Fee schedules need to be updated to cover the charges for Compost It stickers and bags sold by the city for Metro Waste Authority. We are also proposing to provide an additional service for residents to allow for large limb/log drop off and pick up service by the city.

The Development Services Department is proposing to adjust certain fees for the following services:

Development Applications: Development applications are proposed to be moved to a single consistent fee. The current fees charged were approved when Fox Engineering was providing plan review services. The proposed fees more closely align with the costs associated with reviewing the project, and taking it through the approval process. Generally speaking, all applications require a similar level of effort for review and approval, therefore it would fair to apply the same fee to all applications.

Signs/Accessory Permits: Similar to the Development Application analysis, there are certain fees that are being charged that do not accurately reflect the effort associated with the task. For example, a fence permit fee is \$15.00 (proposed to be adjusted to \$20.00). On average, the fence permit can be processed in one hour. Charging \$20.00 would reflect a 50% recouping of the cost associated with the effort. For a deck permit, the current permit fee is \$20.00. A deck permit requires a technical review of the construction, as well as a minimum of 2 inspections (footing and final, however in some cases an intermediate framing inspection is necessary). The review and processing can be completed in 1.5 hours' time, and the two inspections represents 1.5 hours of time. I estimate that the cost associated with managing a deck permit is \$150.00. Using the same 50% recouping metric, the deck permit should cost \$75.00. Given this analysis, staff is proposing to adjust certain fees to better reflect the costs associated with managing the permit.

Commercial Trade Permits: Currently, commercial trade permits are charged by the number of type of fixtures. This requires the contractor to list out all fixtures and types, and for City staff to individually



calculate the fee for each property. This is a time-consuming task that could be avoided with a flat rate fee for the permit. Staff analyzed prior permit costs and found that on average, the trade permit cost was between \$200-250. As such, staff is proposing to move to a flat rate fee of \$225.00

FISCAL IMPACT:

This update will result in minimal additional city revenue.

PREVIOUS COUNCIL ACTION(S):

Council last approved a change in the fee schedule in April 2020.

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval

Department Fee Schedules 20~~20~~²¹

Adopted: ~~April 28, 2020~~ March 23, 2021



101 NE Harvey Street
Grimes, IA 50111
P | 515.986.3036
www.grimesiowa.gov

City of Grimes Fee Schedule

DEVELOPMENT SERVICES

DEVELOPMENT SERVICES

Description

Fee

Administrative:

Board of Adjustment - Residential	\$25
Minor Site Plan	\$550- \$750
Site Plan (not in Overlay District or PUD)	\$1,550- \$2000
Site Plan in Overlay District or PUD	\$2,150- \$2000
Stormwater Management Plan < 1 Acre	\$500
Stormwater Management Plan > 1 Acre	\$1,000
Stormwater Post Construction Easement	\$500
Stormwater Pollution Prevention Plan (SWPPP)	\$250
Traffic Impact Study	\$400- \$500
Preliminary Plat	\$1,800- \$2000
Final Plat	\$1,600- \$2000
Zoning	\$1,000- \$2000
Construction Drawings	\$1,400- \$2000

Building Permit Fees:

Building permit fees with the exception of the job types identified below shall be calculated based on the 1996 Building Permit Fee Calculation Worksheet. (See attached)

Inspections outside of normal business	\$100/hour
Work Without Permit	\$ Double fee per ordinance
Building Permit Re-Issuance/Transfer Fee	\$250
Sign Permit (in HWY 141 Corridor)	\$75- \$50
All Other Signs	\$35- \$50
Shed	\$20
Fence	\$15- \$20
Deck	\$20- \$75
In-ground Pool/Hot Tub	\$50
Above-Ground Pool/Hot Tub (Less than 3' in depth)-	\$15-
New- Residential Mechanical Permit	\$75
New- Residential Electrical Permit	\$75
New- Residential Plumbing Permit	\$75
Commercial Mechanical Permit	\$225
Commercial Electrical Permit	\$225
Commercial Plumbing Permit	\$225
Demolition Permit	\$60 -Minor- \$100 \$ 120 - Major (Bldg/Utility Removal)-
Excavation/Grading Permit	\$ Included in Bldg Permit
Energy Code Review/Inspection	\$ Included in Bldg Permit
Sidewalk/Approach Replacement	\$30 - \$10.00 Sidewalk only-
Remodel Trade Permit Fee (EI, PI, Mech)-	\$35 each-
Water Connection (Residential)	\$500 per housing unit
Water Connection (Commercial)	\$1,500 per acre
Sewer Connection (Residential)	\$750 per housing unit
Sewer Connection (Commercial)	\$2,250 per acre
Concrete Washout Box	\$90 each

City of Grimes Fee Schedule**DEVELOPMENT SERVICES**

Excavation Permit	\$75
ROW Permit	\$75
Application for Temporary CO	\$100

REVISION ~~38/234/2149~~**Miscellaneous:**

Photocopies (8 1/2 x 11 - Color)	\$0.50/sheet
Photocopies (11x17 - Color)	\$1.00/sheet
Larger Format Copies (Black & White)	\$5.00/sheet
Larger Format Copies (Color)	\$10.00/sheet
Zoning Maps/Street Maps	\$10.00

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City of Grimes Fee Schedule

DEVELOPMENT SERVICES

Miscellaneous

Photocopies (8 1/2 x 11 – Color)	\$0.50/sheet
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Larger Format Copies (Color)	\$10.00/sheet
Zoning Maps/Street Maps	\$10.00

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Building Valuation Data

At the request of numerous building officials, *Building Standards* offers the following building valuation data representing average costs for most buildings. The data is based on a survey of building officials in many cities, two general classes are considered for these, one for "average" construction and the other for "good" construction. Adjustments should be made for special architectural or structural features and the location of the project. Higher or lower unit costs may often result.

The unit costs are intended to comply with the definition of "valuation" in Section 423 of the Uniform Building Code and thus include architectural, structural, electrical, plumbing and mechanical work, except as specifically listed below. The unit costs also include the contractor's profit, which should not be omitted. The determination of plan check fees for projects reviewed by the International Conference of Building Officials will be based on valuation computed from these figures which were compiled in April 1991.

Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average
1. APARTMENT HOUSES:		7. DWELLINGS:		13. JAILS:		Type 111-N	26.30
Type I or II F.R.	\$ 70.40	Type V- Masonry	59.90	Type I or II F.R.	126.70	Type V-1-Hour	22.80
(Good) \$85.80		(Good) \$76.80		Type 111-1-Hour	115.20	20. RESTAURANTS:	
Type V- Masonry	56.00	Type V-Wood Frame	51.50	Type V-1-Hour	82.80	Type 111-1-Hour	73.70
(or Type III)		(Good) \$ 72.9.0		14. LIBRARIES:		Type 111-N	70.20
(Good) \$69.70		Basements-		Type I or II F.R.	92.80	Type V-1-Hour	65.30
Type V-Wood Frame	49.80	Semi-Finished	16.00	Type 11-1-Hour	64.90	Type V-N	62.20
(Good) \$63.00		(Good) \$18.20		Type 11-N	61.60	21. SCHOOLS:	
Type I-Basement Garage	29.50	Unfinished	12.00	Type 11-1-Hour	70.60	Type I or II F.R.	88.70
2. AUDITORIUMS:		(Good) \$14.10		Type 111-N	67.20	Type 11-1-Hour	63.20
Type I or II F.R.	82.60	8. FIRE STATIONS:		Type V-1-Hour	63.30	Type 111-1-Hour	63.70
Type 11-1-Hour	58.60	Type I or II F.R.	90.40	Type V-N	60.30	Type 111-N	60.40
Type 11-N	55.70	Type 11-1-Hour	58.60	15. MEDICAL OFFICES:		Type V-1-Hour	58.30
Type 111-1-Hour	62.70	Type 11-N	55.70	Type I or II F.R.	94.80	Type V-N	55.20
Type 111-N	59.80	Type 111-1-Hour	65.20	Type 11-1-Hour	70.50	22. SERVICE STATIONS:	
Type V-1-Hour	57.50	Type 11-N	61.90	Type 111-1-Hour	67.20	Type 11-N	62.60
Type V-N	54.70	Type V-1-Hour	58.30	Type 111-1-Hour	77.10	Type 111-1-Hour	52.60
3. BANKS:		Type V-N	55.40	Type 111-N	73.60	Type V-1-Hour	46.40
Type I or II F.R.	118.20	9. HOMES FOR THE HOERLY:		Type V-1-Hour	71.80	Canopies	20.30
Type 11-1-Hour	84.90	Type I or II F.R.	61.60	Type V-N	67.90	23. STORES:	
Type 11-N	80.90	Type 11-1-Hour	65.40	16. OFFICES**:		Type I or II F.R.	66.40
Type 111-1-Hour	96.30	Type 11-N	62.30	Type I or II F.R.	84.90	Type 11-1-Hour	40.00
Type 111-N	91.90	Type 111-1-Hour	68.20	Type 11-1-Hour	55.00	Type 11-N	39.20
Type V-1-Hour	84.90	Type 11-N	65.20	Type 11-N	52.40	Type 111-1-Hour	48.90
Type V-N	80.80	Type V-1-Hour	65.00	Type 111-1-Hour	60.50	Type 111-N	46.10
4. BOWLING ALLEYS:		Type V-N	61.80	Type 11-N	57.70	Type V-1-Hour	39.00
Type 11-1-Hour	39.50	10. HOSPITALS:		Type V-1-Hour	56.00	Type V-N	36.50
Type 11-N	37.70	Type I or II F.R.	129.60	17. PRIVATE GARAGES:		24. THEATERS:	
Type 111-1-Hour	43.30	Type 111-1-Hour	107.80	Wood Frame	18.30	Type I or II F.R.	86.50
Type 111-N	41.30	Type V-1-Hour	100.00	Masonry	21.70	Type 111-1-Hour	62.70
Type V-1-Hour	36.90	11. HOTELS AND MOTELS:		Open Carports	13.00	Type 111-N	59.70
5. CHURCHES:		Type I or II F.R.	81.00	18. PUBLIC BUILDINGS:		Type V-1-Hour	56.50
Type I or II F.R.	78.00	Type 111-1-Hour	69.90	Type I or II F.R.	98.90	Type V-N	54.00
Type 11-1-Hour	58.30	Type 11-N	66.60	Type 11-1-Hour	73.80	25. WAREHOUSES* :	
Type 11-N	55.40	Type V-1-Hour	61.00	Type 11-N	70.50	Type I or II F.R.	39.30
Type 111-1-Hour	62.60	Type V-N	58.20	Type 111-1-Hour	62.60	Type II or V-1-Hour	23.20
Type 111-N	59.60	12. INDUSTRIAL PLANTS:		Type 111-N	78.90	Type II or V-N	21.90
Type V-1-Hour	56.90	Type I or II F.R.	44.90	Type V-1-Hour	73.00	Type 111-1-Hour	26.70
Type V-N	54.20	Type 11-1-Hour	30.60	Type V-N	70.00	Type 111-N	25.50
6. CONVALESCENT HOSPITALS:		Type 11-(Stock)	29.00	19. PUBLIC GARAGES:		EQUIPMENT	
Type I or II F.R.	110.60	Type 111-1-Hour	33.80	Type I or II F.R.	39.00	AIR CONDITIONING:	
Type 111-1-Hour	78.90	Type 111-N	32.30	Type I or II Open Parking	30.50	Commercial	3.40
Type V-1-Hour	71.00	nit-up	22.70	Type 11-N	22.90	Residential	2.80
		Type V-1-Hour	30.50	Type 111-1-Hour	27.50	SPRINKLER SYSTEMS	1.60
		Type V-N	28.80				

*Add 0.5 percent to total cost for each story over three. **Deduct 20 percent for shell-only buildings. ***Deduct 11 percent for mini-warehouses.

REGIONAL MODIFIERS

The following modifiers are recommended for use in conjunction with the building valuation data. In addition, certain local conditions may require further modifications. To use these modifiers, merely multiply the listed cost per square foot by the appropriate regional modifier. For example, to adjust the cost of a Type 111-1-Hour hotel building of average construction for the Iowa area, select Regional Modifier 0.80 and unit cost from valuation data, \$69.90.

$$0.80 \times \$69.90 = \$55.90 \text{ (adjusted cost per square foot)}$$

Eastern U.S.	Modifier	Eastern U.S.(cont.)	Modifier	Central U.S.	Modifier	Western U.S.	Modifier
Connecticut	0.95	Pennsylvania	0.96	Kentucky	0.77	Arizona	0.82
Delaware	0.84	Philadelphia	0.96	Louisiana	0.78	California	1.00
District of Columbia	0.87	Other	0.83	Michigan	0.84	Los Angeles	1.00
Florida	0.74	Rhode Island	0.94	Minnesota	0.86	San Francisco	1.13
Georgia	0.68	South Carolina	0.70	Mississippi	0.71	Other	0.94
Maine	0.81	Vermont	0.80	Missouri	0.78	Colorado	0.81
Maryland	0.79	Virginia	0.73	Nebraska	0.75	Hawaii	1.14
Massachusetts	0.94	West Virginia	0.82	North Dakota	0.80	Idaho	0.80
New Hampshire	0.82	Central U.S.		Ohio	0.80	Montana	0.79
New Jersey	0.91	Alabama	0.72	Oklahoma	0.71	Nevada	0.89
New York	1.16	Arkansas	0.70	South Dakota	0.78	New Mexico	0.76
Other	0.87	Illinois	0.87	Tennessee	0.72	Oregon	0.83
North Carolina	0.70	Indiana	0.82	Texas	0.74	Utah	0.75
		Iowa	0.80	Wisconsin	0.85	Washington	0.88
		Kansas	0.74	Alaska	1.30	Wyoming	0.80

Building Valuation Data

A list of the test of numerous buildings in official. Building Statistics offers the following building valuation data representing average costs for most buildings. Be aware that the building are the most common for many cities, two general classes are considered for these, one for "average" construction and the other for "good" construction. The unit costs should be multiplied for special architectural or structural features and the location of the project. Higher or lower unit costs may often result.

The unit costs are intended to comply with the definition of "valuation" in Section 423 of the Uniform Building Code and thus include architectural, structural, electrical, plumbing and mechanical work, except as specifically listed below. The unit costs also include the contractor's profit, which should not be omitted.

The determination of plan check fees for projects reviewed by the International Conference of Building Officials will be based on valuation computed from these figures which were compiled in April 1991.

Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average
1. APARTMENT HOUSES:		7. DWELLINGS:		13. JAILS:		19. PUBLIC BUILDINGS:	
Type I or II F.R.*	\$ 70.40	Type V-Masonry	59.90	Type I or II F.R.*	126.70	Type I or II F.R.*	98.90
(Good) \$85.80		(Good) \$76.10		Type 111-1-Hour	115.20	Type 11-1-Hour	73.80
Type V-Masonry	56.00	Type V-Wood Frame	51.50	Type V-1-Hour	82.80	Type 11-1-Hour	70.50
(Good) \$69.70		(Good) \$72.90		14. LIBRARIES:		Type 11-1-Hour	70.50
Type V-Wood Frame	49.80	Basements		Type I or II F.R.*	92.80	Type 11-1-Hour	70.50
(Good) \$63.00		Semi-Finished	16.00	Type 11-1-Hour	64.90	Type 11-1-Hour	70.50
Type V-Basement Garage	29.50	(Good) \$18.20		Type 11-N	61.60	Type 11-1-Hour	70.50
2. AUDITORIUMS:		Unfinished	12.00	Type 111-1-Hour	70.60	Type 11-1-Hour	70.50
Type I or II F.R.*	82.60	(Good) \$14.10		Type 111-N	67.20	Type V-1-Hour	63.30
Type 11-1-Hour	58.60	8. FIRE STATIONS:		Type V-1-Hour	60.30	15. MEDICAL OFFICES:	
Type 11-N	55.70	Type I or II F.R.*	90.40	Type 11-1-Hour	63.30	Type I or II F.R.*	94.80
Type 111-1-Hour	62.70	Type 11-1-Hour	58.60	Type V-1-Hour	63.30	Type 11-1-Hour	70.50
Type 111-N	59.80	Type 11-N	55.70	Type V-N	60.30	Type 11-1-Hour	70.50
Type V-1-Hour	57.50	Type III-1-Hour	65.20	15. MEDICAL OFFICES:		Type 11-1-Hour	70.50
Type V-N	54.70	Type 111-N	61.90	Type I or II F.R.*	94.80	Type 11-1-Hour	70.50
3. BANKS:		Type V-1-Hour	58.30	Type 11-1-Hour	77.10	Type 11-1-Hour	77.10
Type I or II F.R.*	118.20	Type V-N	55.40	Type V-1-Hour	73.60	Type 11-1-Hour	77.10
Type 11-1-Hour	84.90	9. HOMES FOR THE ELDERLY:		Type V-N	71.80	Type V-1-Hour	73.60
Type 11-N	80.90	Type I or II F.R.*	81.60	Type V-N	67.90	16. OFFICES**:	
Type 111-1-Hour	96.30	Type 11-1-Hour	65.40	Type I or II F.R.*	84.90	Type I or II F.R.*	84.90
Type 111-N	91.90	Type 11-N	62.30	Type 11-1-Hour	55.00	Type 11-1-Hour	55.00
Type V-1-Hour	84.90	Type 111-1-Hour	68.20	Type 11-N	52.40	Type 11-1-Hour	52.40
Type V-N	80.80	Type 111-N	65.20	Type 11-1-Hour	60.50	Type 11-1-Hour	57.70
4. BOWLING ALLEYS:		Type V-1-Hour	65.00	Type 11-1-Hour	56.00	Type V-1-Hour	53.40
Type 11-1-Hour	39.50	Type V-N	61.80	17. PRIVATE GARAGES:		Wood Frame	18.30
Type 11-N	37.70	10. HOSPITALS:		Masonry	21.70	Open Carports	13.10
Type 111-1-Hour	43.30	Type I or II F.R.*	129.60	18. PUBLIC BUILDINGS:		Type I or II F.R.*	98.90
Type 111-N	41.30	Type 111-1-Hour	107.80	Type I or II F.R.*	98.90	Type 11-1-Hour	73.80
Type V-1-Hour	36.90	Type V-1-Hour	100.00	Type 11-1-Hour	70.50	Type 11-1-Hour	70.50
5. CHURCHES:		11. HOTELS AND MOTELS:		Type 11-1-Hour	82.60	Type 11-1-Hour	78.90
Type I or II F.R.*	78.00	Type I or II F.R.*	81.00	Type 11-1-Hour	78.90	Type V-1-Hour	73.00
Type 11-1-Hour	58.30	Type 111-1-Hour	69.90	Type 11-1-Hour	73.00	Type V-N	70.00
Type 111-1-Hour	55.40	Type 11-N	66.60	19. PUBLIC GARAGES:		Type I or II F.R.*	39.00
Type 111-N	62.60	Type V-1-Hour	61.00	Type I or II F.R.*	39.00	Type I or II Open Parking*	30.50
Type 111-N	59.60	Type V-N	58.20	Type 11-1-Hour	30.50	Type 11-N	22.90
Type V-1-Hour	66.90	12. INDUSTRIAL PLANTS:		Type 11-1-Hour	22.90	Type 111-1-Hour	27.50
Type V-N	64.20	Type I or II F.R.*	44.90	Type 11-1-Hour	30.50		
6. CONVALESCENT HOSPITALS:		Type 11-1-Hour	30.60	Type V-1-Hour	28.80		
Type I or II F.R.*	110.60	Type 11-1-Hour	29.00				
Type 11-1-Hour	78.90	Type 11-1-Hour	33.80				
Type V-1-Hour	71.00	Type 111-1-Hour	32.30				
		Type 11-1-Hour	22.70				
		Type V-1-Hour	30.50				
		Type V-N	28.80				

*Add 0.5 percent to total cost for each story over three. **Deduct 20 percent for shell-only buildings. ***Deduct 11 percent for mini-warehouses.

REGIONAL MODIFIERS

The following modifiers are recommended for use in conjunction with the building valuation data. In addition, certain local conditions may require further modifications. To use these modifiers, merely multiply the list cost per square foot by the appropriate regional modifier. For example, to find the total cost of a Type 111-1-Hour hotel building of average construction for the Iowa area, select Regional Modifier 0.80 and unit cost from valuation table, \$69.90.

$$0.80 \times \$69.90 = \$55.92 \text{ (adjusted cost per square foot)}$$

Eastern U.S.	Modifier	Eastern U.S. (cont.)	Modifier	Central U.S.	Modifier	Western U.S.	Modifier
Connecticut	0.95	Pennsylvania	0.8	Kentucky	0.77	Arizona	0.82
Delaware	0.8	Philadelphia	0.8	Louisiana	0.78	California	1.00
District of Columbia	0.87	Other	0.83	Michigan	0.84	Los Angeles	1.13
Florida	0.74	Rhode Island	0.94	Minnesota	0.86	San Francisco	1.194
Georgia	0.68	South Carolina	0.70	Mississippi	0.71	Other	0.8
Maine	0.81	Vermont	0.80	Missouri	0.78	Colorado	0.8
Maryland	0.7	Virginia	0.73	Nebraska	0.7	Hawaii	1.1
Massachusetts	0.94	West Virginia	0.82	North Dakota	0.80	Idaho	0.9
New Hampshire	0.12	Central U.S.		Ohio	0.80	Montana	0.79
New Jersey	0.91	Alabama	0.72	Oklahoma	0.71	Nevada	0.88
New York		Arkansas	0.70	South Dakota	0.78	New Mexico	0.73
New York City	1.16	Illinois	0.87	Tennessee	0.71	Oregon	0.85
Other	0.87	Indiana	0.8	Texas	0.74	Utah	0.78
North Carolina	0.70	Iowa	0.80	Wisconsin	0.85	Washington	0.80
		Kansas	0.74	Alaska	1.10	Wyoming	0.8

City of Grimes Fee Schedule

Fire Department

Johnston Grimes Metropolitan Fire Department Fee Schedule

<u>Description</u>	<u>Fee</u>
Fire Department:	
Fire Sprinkler Plans – 1 st Riser	\$150
Additional Riser	\$50
Standpipe	\$150
Fire Pump	\$150
Clean Agent System	\$150
Fire Alarm – Non Addressable	\$50
Fire Alarm – Non Addressable	\$100
Each Additional Increment of 30 Devices	\$25
1 st Re-inspection Fee	\$0
2 nd Re-inspection Fee	\$100
3 rd Re-inspection Fee	\$200
4 th Re-inspection Fee	\$300
5 th Re-inspection Fee	\$400
Subsequent Re-inspection Fee	\$500
Nuisance Alarms in 12 months (Alarms 1-3)	\$0
4 th Nuisance Alarm	\$100
5 th Nuisance Alarm	\$200
6 th Nuisance Alarm	\$300
7 th Nuisance Alarm	\$400
Subsequent Nuisance Alarms	\$500

City of Grimes Fee Schedule

City Hall

CITY HALL

Description	Fee
Utilities Billing:	
Meters:	
5/8" X 1/4"	\$1.62
3/4" X 1/4"	\$1.62
1"	\$1.62
1 1/2"	\$2.37
2"	\$8.33
3"	\$10.51
4"	\$17.19
Meter Install	\$20
Hydrant Meters:	
1/4"	\$325
3"	\$2500
Hookup (first 30 days)	\$200
Hookup (additional 30 days)	\$75
Irrigation Meters:	
1/4"	\$325
1"	\$400
Water Meters:	
1/4" Sensus meter	\$340
1" Sensus meter	\$403
2" Sensus meter	\$2000
3" Sensus meter	\$2500
4" Sensus meter	\$3809
Meter Testing	\$25
Construction Water Permit	\$100
Late Penalty	1.5% of amount due
Disconnect Notice	\$5
Reconnect Fee	\$25
Reconnect Fee (between 3:00 & 5:00)	\$50
Rental Resident Deposit	\$100
Garbage & Recycle	\$10.68/month
Compost Carts (Annual)	\$105

Administrative:

Tickets:	
Parking	\$10
Handicap Parking	\$50
Fire Lane Parking	\$50
Fireworks (first offence)	\$100
Fireworks (second offence)	\$750
Tobacco License (Full Year)	\$75
Tobacco License (Oct-Dec)	\$56.25
Tobacco License (Jan-Mar)	\$37.50
Tobacco License (Apr-Jun)	\$18.75
Pet License	\$5 annually
Compost Bag	\$1.60 \$1.80

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City of Grimes Fee Schedule

City Hall

Compost Bags (bundle of 5)	\$8- <u>\$9.00</u>
Compost Sticker	\$1.25- <u>\$1.50</u>

City of Grimes Fee Schedule**City Hall**

Incinerator Permit	\$10 annually
Disposal Site License	\$1,000 annually
Permit to Haul Waste	\$5 per vehicle annually
Hazardous Waste Storage Permit	\$1,000 annually
Peddlers License (Week)	\$20 + \$200 cash bond
Peddlers License (Month)	\$50 + \$200 cash bond
Peddlers License (Three Months)	\$100 + \$200 cash bond
Transient Merchant License (7 days)	\$150
Transient Merchant License (90 days)	\$300
Transient Merchant License (Annual)	\$500
House Mover Permit	\$100
Cemetery Lot (Resident)	\$250
Cemetery Lot (Non-Resident)	\$500
Fax (first page)	\$1.10
Fax (all pages after first)	\$0.35
<u>Large limb/log Drop off load at public works facility</u>	<u>\$25</u>
<u>Large limb/log ½ truck load pick up</u>	<u>\$50</u>
<u>Large limb/log full load pick up</u>	<u>\$60</u>
<u>Additional loads - each</u>	<u>\$50</u>

Municipal Services:

City Administrator	\$55/hour
City Clerk	\$40/hour
Zoning Administrator	\$50/hour
Building Official	\$50/hour
Finance Officer	\$40/hour
Sewer, Street, Water Treatment Superintendent	\$40/hour
Sewer, Street, Water Treatment Laborer	\$30/hour

City of Grimes Fee Schedule

Library

Grimes Library

Description	Fee
Book Sales:	
Magazine	\$0.25
Board Book/Mass Market Paperbacks	\$0.50
All Other Items	\$1.00
Damaged Items:	
Lost/Damaged Barcode	\$1.00 each
Damaged Media Case	\$1.00 each
Lost Game Insert	Cost of game
Miscellaneous:	
CD/DVD Buffing & Cleaning	\$1.00 each
Black & White Copy	\$0.10 each
Color Copy	\$0.50 each
Fax (first page)	\$1.00
Fax (each additional page up to 14 pages)	\$0.25
Receive Fax	\$0.10
Mailed Notices	Current Mailing Rate Postage Charge
Processing CC payment over phone (\$4.00 minimum)	\$1.00
Processing Damaged/Lost Items	\$5.00
Delinquent Account Sent to Collections	\$15.00
Subscription Card	\$50.00/person
Subscription Card (Military Service Member)	\$25.00/person
Laminating (Business Card Sized Items)	\$0.50 each
Laminating (4"X6" Sized Items)	\$1.00 each
Laminating (8.5"X11" Sized Items)	\$3.00 each
Envelope	\$0.25 each
Stamp	\$1.00 each
Labeling Tape	\$0.05/inch
USB Drive	\$5.00 each

City of Grimes Fee Schedule -

Parks & Recreation

Grimes Community Complex & Recreation Programming

Facility:	Description	Fee	
		Resident Rate	Non-Resident
	Batting Cage	\$15 per hr	\$30 per hr
	Room 106	\$10 per hr	\$20 per hr
	Room 107	\$10 per hr	\$20 per hr
	Room 202/203	\$30 per hr	\$50 per hr
	Room 205	\$10 per hr	\$20 per hr
	Kitchen/Cafeteria	\$15 per hr	\$30 per hr
	Gym	\$20 per hr	\$40 per hr
	Gym with Bounce House	\$50 per hr	\$70 per hr
	Banquet Hall	\$30 per hr	\$60 per hr
	Room 402	\$20 per hr	\$40 per hr
	After Hour Parties for any room	+ \$20 per hr	+ \$30 per hr
Programming/Sports:			
	Football- Flag (7 weeks)	\$40 per child	\$65 per child
	Bam Bam (6 times)	\$35 per child	\$45 per child
	Tiny Kickers (6 times)	\$35 per child	\$45 per child
	Basketball (8 weeks)	\$40 per child	\$65 per child
	Sports Clinics- Basketball, Football, Wrestling, Soccer (6 times)	\$35 per child	\$45 per child
	Volleyball (7 weeks)	\$35 per child	\$55 per child
	Adult Men's Basketball	\$200 per team	\$250 per team
	Adult Indoor Volleyball	\$100 per team	
	Adult Sand Volleyball	\$60 per team	
	Adult Slow Pitch Softball	\$150 per team	
	Boot Camp	\$45 per person	
	Taekwondo	\$60 per person	
	Annual Halloween Fest	\$5 per family, \$1 per person	
	Citywide Garage Sale	\$5 per sale to be listed	
	Shade Grimes (Max of 2 per household)	\$35 per tree	\$40 per tree
	Grimes Giving Garden	\$10 per garden plot	
	Summer Adventures	\$40 per child per week (MWF)	
	Running Camp	\$35 per child	\$45 per child
	Safety City (Thurs-Fri)	\$25 per child	\$35 per child
	Tennis Clinic	\$35 per child	\$45 per child
	Tiny Adventures (Mon-Wed)	\$35 per child	\$45 per child
Shelters:			
	Resident- 4 hour rental at all	Free	
	Non-Resident- 4 hour rental at all	\$40	

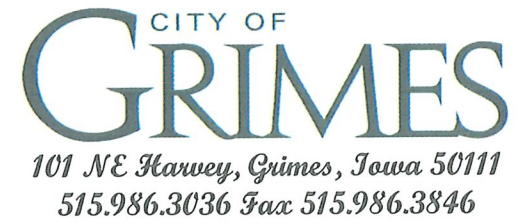
Amazon Charges	<u>Amount</u>	<u>Description</u>
Admin	\$91.89	toner cartridge -Finance printer
Public Works	\$544.99	TV for training
	\$19.97	6 rolls whiteboard tape
	\$109.95	hands free cellphone holders
Dev Services	\$173.27	Laminator kit, Shredder, office supplies
		wireless keyboard & mouse, office
	\$58.21	supplies
Parks & Rec	\$109.95	hands free cellphone holders
Library	\$186.15	Library materials
	\$126.92	Office supplies
	\$72.93	programming supplies
	\$553.49	outdoor program supplies
	\$2,047.72	

City of Grimes Claims 3 23 2021

PREMIER OFFICE EQUIPMENT	COPIER CONTRACT-LIBRARY	133.1
CENTRAL PUMP AND MOTOR	REPLACE FLOW METER/THORPE	2,473.40
PRINCIPAL LIFE INSURANCE	EMPLOYEE INSURANCE	833.68
3M COMPANY	SIGN SHEETING	2,100.00
JOHNSON CONTROLS SECURITY	GCED 4/1-6/30/21 SECURITY	216.35
SHERWIN WILLIAMS CO.	PAINT & SUPPLIES - FIRE	60.38
BAKER & TAYLOR	LIBRARY MATERIALS	937.45
BANKERS TRUST COMPANY	BANK FEES	51.32
BLACK HILLS ENERGY	GAS	2,999.10
COMMERCIAL APPRAISERS OF	APPRAISAL-GCC PROPERTY	4,200.00
BLUE TARP CREDIT SERVICES	TRAILER S304 REPAIR	154.99
BOMGAARS	TOOLS	196.6
KOCH OFFICE GROUP	COPIER OVERAGE CHG-GCC	74.16
CENTRAL IOWA PEST	PEST CONTROL GCC	325
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,104.23
COOK PLUMBING CORP	S COMPLEX RESTRM TOILET REPAIR	792.82
DALLAS COUNTY NEWS, INC.	LIBRARY SUBSCRIPTION RENEWAL	46
DELL MARKETING L.P.	COMPUTER - FIRE	2,206.78
DELTA DENTAL OF IOWA	EMPLOYEE INSURANCE	141.06
CLYCE SCOTT	CELL PHONE REIMBURSEMENT	150
KERR KARALEE	CELL PHONE REIMBURSEMENT	150
HUTCHINS FIONNUALA	CELL PHONE REIMBURSEMENT	150
FOX ENGINEERING ASSOCIATE	GRIMES CITY ENGINEERING	339
FIRE RECOVERY EMS	FEBRUARY FEE	27.35
CALEASE GRANT	HBI SPRING/FALL 2020	1,000.00
CATCH DES MOINES	OCT - DEC 2020 HOTEL/MOTEL TAX	2,744.34
HACH COMPANY	PH PROBE	2,100.62
HAWKINS INC.	CHLORINE	8,662.80
COENEN HEATH	QUARTERLY CELL PHONE REIMBURSE	150
WILLIAMS ROCHELLE	CELL PHONE REIMBURSEMENT	150
HILLYARD	CAN LINERS FOR CITY PARKS	635.7
IOWA FIRE EQUIPMENT CO.	ANNUAL EXTINGUISHER INSPECT	332.7
IOWA PARK & REC ASSN	3 MEMBERSHIPS 3/1-6/30/22	510
JETCO, INC.	THORPE FLOW METER	5,596.20
THAYER JEREMY	QUARTERLY CELL PHONE REIMBURSE	150
HEID CHERYL	CELL PHONE REIMBURSEMENT	150
KANEALY KENT	QUARTERLY CELL PHONE REIMBURSE	150
NATIONS KRISTEN	BOOTCAMP CLASSES	72
KECK ENERGY	FUEL	2,486.99
KLINE ELECTRIC INC	STREET LIGHT REPAIR	1,188.66
LEAF	COPY MACHINE MONTHLY GCC	77.97
LAWSON PRODUCTS	CLAMPS FOR SIGNS	143
WOODKE MARCIA	CELL PHONE REIMBURSEMENT	150
GODSEY MAXX	HBI SPRING 2021	500
LIBERTY READY MIX	CONCRETE	7,676.88
LOGAN CONTRACTORS SUPPLY	RENTAL-WET SCREED POWER UNIT	133.84
LOGOED APPAREL & PROMOTIO	SHIRTS FOR GCC NIGHT STAFF	665.5
MACKE JEFF	CELL PHONE REIMBURSEMENT	150
KURTZ MAHLON	QUARTERLY CELL PHONE REIMBURSE	150
MAIL SERVICES	MONTHLY UTILITY STATEMENTS	2,733.57
MEDIACOM	INTERNET GCC	129.95
METRO WASTE AUTHORITY	FEBRUARY CITY GARBAGE	36,462.19
METTLER TOLEDO	CALIBRATE SCALES	409.57
PRICE MATT	CELL PHONE REIMBURSEMENT	150
MACQUEEN EQUIPMENT	BROOMS FOR SWEEPER S404	1,285.06
MIDAMERICAN ENERGY	ELECTRIC	22,645.03
MISSISSIPPI LIME CO.	LIME	4,469.40

MTI DISTRIBUTING INC.	FRONT WINDSHIELD	306.63
MUNICIPAL SUPPLY, INC.	BALL VALVE	183.45
O'REILLY AUTO PARTS	FLOOR CLEANER/SUPPLIES	373.9
OFFICE DEPOT LIBRARY	TONER & PAPER	251.27
OFFICE DEPOT CITY HALL	6 TABLES FOR TRAINING ROOM-PW	1,892.26
SAWYER ALEXANDER J	QUARTERLY CELL PHONE REIMBURSE	150
TRUE VALUE	CAUTION TAPE-PARKS	51.58
ENVIRONMENTAL RESOURCES A	TEST SUPPLIES	845.76
POLK CO RECORDER	HERITAGE IMPROVE & FENCE CONSN	39
POLK COUNTY TREASURER	FEBRUARY LAW ENFORCEMENT	113,978.05
POPULAR SUBSCRIPTION SERV	LIBRARY SUBSCRIPTIONS	1,680.54
PURCHASE POWER	POSTAGE	1,020.99
SCHIPPER RONALD L.	CELL PHONE REIMBURSEMENT	150
SELLNER ROBERT	QUARTERLY CELL PHONE REIMBURSE	150
RORY ECHER	QUARTERLY CELL PHONE REIMBURSE	150
SHRED-IT USA	CH SHRED-IT SERVICE	103.04
OLGUIN SAUL	QUARTERLY CELL PHONE REIMBURSE	150
SPRAYER SPECIALTIES	PRE WET PUMPS-TRUCKS	995
FULTON STACEY	QUARTERLY CELL PHONE REIMBURSE	87.5
P.R.I.M.E. BENEFIT SYSTEM	FLEX SPENDING	1,573.08
SYNCB/AMAZON	LIB/PW/BLDG SERV/CH SUPPLIES	2,047.72
TOTAL QUALITY	MARCH CONTRACT	12,022.45
UNIQUE MANAGEMENT SERVICE	LIBRARY COLLECTION SERVICE	8.95
US WATER	Monthly bill	72,062.05
CINTAS CORPORATION - #762	FLOOR MATS	93.61
VERIZON WIRELESS, BELLEVU	CELL PHONES & HOT SPOTS	349.82
VAN WALL EQUIPMENT	2 CHAINSAWS	726.15
GUTHRIE DAVE	QUARTERLY CELL PHONE REIMBURSE	150
WEST SIDE MECHANICS	REPAIR L375	1,730.77
WELLMARK BLUE CROSS	EMPLOYEE INSURANCE	62,035.51
WHITFIELD & EDDY	SERVICES THRU FEBRUARY 28,2021	14,710.00
ZIEGLER	FILTER-S403 LOADER	88.91
MERCYONE OCCUPATIONAL HEA	TEST ECHER SAWYER THAYER	264
DIAMOND OIL COMPANY	FUEL	1,397.84
JOHNSON TAMMY	CELL PHONE REIMBURSEMENT	225
CENTURY LINK	PHONE	2,087.51
GATEHOUSE MEDIA IOWA HOLD	PUBLISH NOTICES	874.06
INFOMAX OFFICE SYSTEMS, I	COPIER CONTRACT	186.58
EFTPS	FED/FICA TAX	40,612.72
CSG FORTE PAYMENTS, INC	CC FEES	3,172.66
FISK ERIK	CELL PHONE REIMBURSEMENT	150
URBANDALE CHAMBER OF COM	CLASS - CHERYL H	10
WALSH DOOR & SECURITY	FRONT DOOR REPAIR ON CITY HALL	192
GREIMAN JAMES	QUARTERLY CELL PHONE REIMBURSE	150
CUSTOM CONVEYOR CORP	DUST COLLECTOR BAGS	238.27
HR GREEN	SPONSORED PROJECT APPLICATION	11,292.10
DES MOINES ASPHALT & PAVE	COLD MIX	1,223.10
MENARDS GRIMES	BATTING CAGES-SO CMPLX/SUPPLIES	1,325.94
MI-FIBER, LLC	INTERNET GCC	399.6
MCCLURE ENGINEERING	RO WATER TREAT PLANT	65,432.10
GOODVIN, ALEX	QUARTERLY CELL PHONE REIMBURSE	150
BULK TRANSPORT CO EAST	LIME DELIVERY	2,009.68
COPY SYSTEMS INC	COPIER CONTRACT - FIRE	39
GETTYS NATHAN	QUARTERLY CELL PHONE REIMBURSE	150
COVER CHAD	QUARTERLY CELL PHONE REIMBURSE	150
TEIG AUSTIN	QUARTERLY CELL PHONE REIMBURSE	150
SHI INTERNATIONAL CORP	LENOVO THINKPAD-EVANN MARTIN	1,461.12
FIRST NET	IPAD FOR NEW AMBULANCE	489.47

DUCKETT, NICHOLAS	QUARTERLY CELL PHONE REIMBURSE	150
KAMM, DOUG	CELL PHONE REIMBURSEMENT	150
VOYA	DEFER COMP PRE	1,606.00
AIG	DEFER COMP PRE	432.5
HORACE MANN	DEFER COMP ROTH	175
MASSMUTUAL	DEFER COMP PRE	445
IOWA DEPT OF HUMAN SERVIC	APRIL 2021 GEMT PAYMENT	3,587.38
PULS, CJ	CELL PHONE REIMBURSEMENT	50
MITEL	APRIL PHONE	2,068.35
MICROMARKETING LLC	LIBRARY MATERIALS	38.24
TRAFFIC & TRANSPORTATION	SIGNAL HEADS-BRKSD & HWY 44	8,487.00
GOLDEN VALLEY HARDSCAPES	LIONS PARK PLAYGROUND MULCH	7,381.50
ACME TOOLS	WET/DRY VACUUM-FIRE	99
RELIABLE MAINTENANCE CO	FEbruary CLEANING - GCC	2,518.75
WEST DES MOINES WATER WKS	DRINKING WTR EVAL & STUDY	139.19
IOWACE	S TIBBLES & D KAMM MEMBERSHIP	110
TESDELL ELECTRIC	REFUND ELECTRICAL PERMIT	150
SCHULZ MARK	CELL PHONE REIMBURSEMENT	100
FLETCHER, CAIL	CELL PHONE REIMBURSEMENT	50
DELUX CORP DBA MANGED.COM	SECURITY CERTIFICATE RENEWAL	30
LILLIS, O'MALLEY OLSON MA	NORFOLK SOUTH RAILWAY	3,675.00
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	<u>113,070.85</u>
	CLAIMS TOTAL	692,379.24
	GENERAL FUND	312,446.48
	LIBRARY FUND FUND	19,048.84
	ROAD USE TAX FUND	28,133.77
	EMPLOYEE BENEFITS FUND	51,889.50
	HOTEL/MOTEL/ECON DEV FUND	2,744.34
	RESTRICTED GIFTS FUND	553.49
	CP-Water Tower 2019 FUND	337.5
	CP-Water Plant Exp 2019 FUND	55,774.60
	WRA SANI SEWER CONNECTION FUND	2,745.00
	HWY44 & COUNTY LN RD 2020 FUND	8,487.00
	SE 11th ST RR/James 2019 FUND	4,057.50
	WATER SYSTEM STUDY FUND	9,320.00
	WATER FUND	81,211.69
	SEWER FUND	64,319.59
	LANDFILL/GARBAGE FUND	36,565.23
	STORM WATER FUND	<u>14,744.71</u>
		692,379.24



AGENDA MEMO

For Meeting of March 23, 2021

AGENDA HEADING:

Public Hearing and Action on Resolution 03-0821 Approving City of Grimes' Annual Budget for FY2021-2022

SYNOPSIS:

Following the Council's budget workshop on February 9th, staff incorporated the Council's direction pertaining to the proposed property tax rate, projects, and operations into the attached budget. The proposed budget funds the CIP, debt repayment, and city operations for fiscal year 2021-2022.

FISCAL IMPACT:

The proposed budget will decrease property taxes by \$.30/\$1000

PREVIOUS COUNCIL ACTION(S):

Council set a date for a public hearing on the proposed budget at their regular meeting on February 23, 2021. Council approved the FY22 Max Levy Resolution on March 9, 2021.

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval

RESOLUTION NO. 03-0821

**RESOLUTION APPROVING CITY OF GRIMES' ANNUAL
BUDGET FOR FISCAL YEAR 2021-2022**

WHEREAS, The Code of Iowa, Chapter 384, Section 16, requires that all cities prepare and adopt an annual budget of expenditures and receipts for at least the next fiscal year; and

WHEREAS, The Clerk shall certify the necessary tax levy for the next fiscal year to the County Auditors; and

WHEREAS, the Notice of Public Hearing Budget Estimate was published on March 11, 2021; and

WHEREAS, the Grimes City Council did hold a public hearing concerning the budget for the 2021-2022 fiscal year on March 23, 2021; and

WHEREAS, the Grimes City Council, after hearing all taxpayers wishing to be heard, gave final consideration to the proposed budget and any modifications proposed at the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Grimes, Iowa that they do hereby approve the budget for the 2021-2022 fiscal year as attached in the budget forms.

BE IT FURTHER RESOLVED, by the City Council of Grimes, Iowa that the Mayor and the City Clerk are hereby authorized and directed to execute this resolution.

BE IT FURTHER RESOLVED, by the City Council of Grimes, Iowa that the City Clerk is directed to submit these forms to the Polk & Dallas County Auditors.

Passed and adopted this 23rd day of March, 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

The City of : GRIMES County Name: POLK COUNTY, DALLAS

Adopted On: (entered upon proposal) Resolution:

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

		With Gas & Electric		Without Gas & Electric	City Number: 77-719 Last Official Census: 11,423
Regular	2a	970,877,749	2b	953,719,585	
DEBT SERVICE	3a	1,140,822,644	3b	1,123,664,480	
Ag Land	4a	3,976,343			

TAXES LEVIED

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW			Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000			5	7,864,110	7,725,129	43	8.10000
Non-Voted Other Permissible Levies								
Contract for use of Bridge	0.67500			6		0	44	0.00000
Opr & Maint publicly owned Transit	0.95000			7		0	45	0.00000
Rent, Ins. Maint of Civic Center	Amt Nec			8		0	46	0.00000
Opr & Maint of City owned Civic Center	0.13500			9		0	47	0.00000
Planning a Sanitary Disposal Project	0.06750			10		0	48	0.00000
Aviation Authority (under sec.330A.15)	0.27000			11		0	49	0.00000
Levee Impr. fund in special charter city	0.06750			13		0	51	0.00000
Liability, property & self insurance costs	Amt Nec			14	30,880	30,338	52	0.03181
Support of a Local Emerg.Mgmt.Comm.	Amt Nec			462		0	465	0.00000
Voted Other Permissible Levies								
Instrumental/Vocal Music Groups	0.13500			15		0	53	0.00000
Memorial Building	0.81000			16		0	54	0.00000
Symphony Orchestra	0.13500			17		0	55	0.00000
Cultural & Scientific Facilities	0.27000			18		0	56	0.00000
County Bridge	As Voted			19		0	57	0.00000
Missi or Missouri River Bridge Const.	1.35000			20		0	58	0.00000
Aid to a Transit Company	0.03375			21		0	59	0.00000
Maintain Institution received by gift/devise	0.20500			22		0	60	0.00000
City Emergency Medical District	1.00000			463		0	466	0.00000
Support Public Library	0.27000			23		0	61	0.00000
Unified Law Enforcement	1.50000			24		0	62	0.00000
Total General Fund Regular Levies (5 thru 24)				25	7,894,990	7,755,467		
Ag Land	3.00375			26	11,944	11,944	63	3.00375
Total General Fund Tax Levies (25 + 26)				27	7,906,934	7,767,411		
Special Revenue Levies								
Emergency (if general fund at levy limit)	0.27000			28		0	64	0.00000
Police & Fire Retirement	Amt Nec			29		0		0.00000
FICA & IPERS (if general fund at levy limit)	Amt Nec			30		0		0.00000
Other Employee Benefits	Amt Nec			31	1,065,000	1,046,183		1.09695
Total Employee Benefit Levies (29,30,31)				32	1,065,000	1,046,183	65	1.09695
Sub Total Special Revenue Levies (28+32)				33	1,065,000	1,046,183		
As Req		With Gas & Elec Valuation	Without Gas & Elec Valuation					
SSMID 1		0	0	34		0	66	0.00000
SSMID 2		0	0	35		0	67	0.00000
SSMID 3		0	0	36		0	68	0.00000
SSMID 4		0	0	37		0	69	0.00000
SSMID 5		0	0	555		0	565	0.00000
SSMID 6		0	0	556		0	566	0.00000
SSMID 7		0	0	1177		0	1179	0.00000
SSMID 8		0	0	1185		0	1187	0.00000
Total Special Revenue Levies				39	1,065,000	1,046,183		
Debt Service Levy 76.10(6)	Amt Nec			40	2,491,646	2,454,173	70	2.18408
Capital Projects (Capital Improv. Reserve)	0.67500			41		0	71	0.00000
Total Property Taxes (27+39+40+41)				42	11,463,580	11,267,767	72	11.41284

(Signature)

(Date)

(County Auditor)

(Date)

NOTICE OF PUBLIC HEARING - CITY OF GRIMES - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2021 - June 30, 2022

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/9/2021 **Meeting Time:** 05:30 PM **Meeting Location:** In person: Grimes Comm Center 410 SE Main St, Grimes IA via Electronic meeting Zoom ID Code 938 2953 4703 Passcode 161258
At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.grimesiowa.gov

City Telephone Number
(515) 986-3036

	Current Year Certified Property Tax 2020 - 2021	Budget Year Effective Property Tax 2021 - 2022	Budget Year Proposed Maximum Property Tax 2021 - 2022	Annual % CHG
Regular Taxable Valuation	921,308,765	970,877,749	970,877,749	
Tax Levies:				
Regular General	7,462,601	7,462,601	7,864,110	
Contract for Use of Bridge	0	0		
Opr & Maint Publicly Owned Transit	0	0		
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	0	0		
Opr & Maint of City-Owned Civic Center	0	0		
Planning a Sanitary Disposal Project	0	0		
Liability, Property & Self-Insurance Costs	187,684	187,684	30,880	
Support of Local Emer. Mgmt. Commission	0	0		
Emergency	0	0		
Police & Fire Retirement	0	0		
FICA & IPERS	0	0		
Other Employee Benefits	1,008,677	1,008,677	1,065,000	
Total Tax Levy	8,658,962	8,658,962	8,959,990	3.47
Tax Rate	9.39855	8.91869	9.22875	

Explanation of significant increases in the budget:
Property valuations increased by 5.38 percent due to growth in the city. The proposed budget increases property tax revenue by 3.47 percent. The total city tax rate proposed for FY22 will be decreasing from the current year (\$11.71284) to \$11.41284.

If applicable, the above notice also available online at:
www.grimesiowa.gov Facebook.com/cityofgrimes

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.
**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

Commercial & Industrial Replacement Claim Estimation

City Name: GRIMES

Fiscal Year July 1, 2021 - June 30, 2022

This sheet has been designed to allow each city to estimate the amount of property tax reimbursement that will be received from the State for each fund.

		Commercial - Non-TIF	Commerical - TIF	Industrial - Non-TIF	Industrial - TIF	
Taxable	1	293,532,027	53,775,912	45,047,873	7,067,905	
100% Assessed	2	332,121,798	53,775,912	50,838,515	7,067,905	
A		REPLACEMENT				
General Fund	3	306,759		REVENUES, LINE 18		
Special Fund	4	41,381		REVENUES, LINE 18		
Debt Fund	5	82,391		REVENUES, LINE 18		
Capital Reserve Fund	6	0		REVENUES, LINE 18		
REPLACEMENT PAYMENT PERCENTAGE						
Beginning in FY 2021-2022, the amount of commercial & industrial replacement payments paid by the State of Iowa to local governments becomes limited by the total amount of payments made in FY 2016-2017. This limitation of total dollars available for repayment of commercial & industrial replacement claims may cause all payments to local governments to be pro-rated. The amount of prorotation necessary for the budget year will not be known until August, but the dropdown below will allow the estimated commercial & industrial replacement payments to be reduced by a selected proration percentage.						
To reduce that estimated amount of commercial & industrial replacement payment budgeted for the coming fiscal year, complete an esitmaton of the replacement payment above. Once complete, select a proration percentage from the list below. The proration percentage will limit the amount of estimated replacement payment budgeted. This will hopefully prevent an over estimation in the budget year revenues.						
Proration Percentage						
85%						
Please input the amount of revenue being received from any grants or reimbursements from the State of Iowa, excluding the replacement amounts on lines 3 through 6 above. Separate the revenues by fund receiving the money.						
	General	Special Revenue	TIF Sp. Revenue	Debt Service	Capital Projects	Proprietary
Other State Grants & Reimbursements		4,000			350,000	

Commercial & Industrial Replacement Claim Estimation
City Name: GRIMES
Fiscal Year July 1, 2021 - June 30, 2022

			Commercial - Reg	Industrial - Reg	Replacement
Special Fund - Total All SSMIDS		1			0
SSMID 1	Taxable	2	0	0	
	Assessed	3	0	0	0
SSMID 2	Taxable	4	0	0	
	Assessed	5	0	0	0
SSMID 3	Taxable	6	0	0	
	Assessed	7	0	0	0
SSMID 4	Taxable	8	0	0	
	Assessed	9	0	0	0
SSMID 5	Taxable	10	0	0	
	Assessed	11	0	0	0
SSMID 6	Taxable	12	0	0	
	Assessed	13	0	0	0
SSMID 7	Taxable	14	0	0	
	Assessed	15	0	0	0
SSMID 8	Taxable	16	0	0	
	Assessed	17	0	0	0

3/16/2021

Local Government Property Valuation System

FUND BALANCE
City Name: GRIMES
Fiscal Year July 1, 2021 - June 30, 2022

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2020										
Beginning Fund Balance July 1	1	7,267,471	2,689,448	1,900,658	1,157,624	10,772,595	0	23,787,796	9,638,534	33,426,330
Actual Revenues Except Beg Balance	2	9,562,409	3,957,422	2,006,199	3,585,128	32,364,012	0	51,475,170	10,299,734	61,774,904
Actual Expenditures Except End Balance	3	8,567,537	2,667,356	2,907,493	3,497,948	27,533,292	0	45,173,626	7,817,579	52,991,205
Ending Fund Balance June 30	4	8,262,343	3,979,514	999,364	1,244,804	15,603,315	0	30,089,340	12,120,689	42,210,029
Re-Estimated FY 2021										
Beginning Fund Balance	5	8,262,343	3,979,514	999,364	1,244,804	15,603,315	0	30,089,340	12,120,689	42,210,029
Re-Est Revenues	6	11,138,606	5,208,104	3,904,556	4,322,976	41,914,500	0	66,488,742	11,323,534	77,812,276
Re-Est Expenditures	7	11,138,606	4,298,829	3,942,936	4,853,604	41,991,000	0	66,224,975	8,281,261	74,506,236
Ending Fund Balance	8	8,262,343	4,888,789	960,984	714,176	15,526,815	0	30,353,107	15,162,962	45,516,069
Budget FY 2022										
Beginning Fund Balance	9	8,262,343	4,888,789	960,984	714,176	15,526,815	0	30,353,107	15,162,962	45,516,069
Revenues	10	12,119,965	4,830,185	5,244,874	5,111,325	37,525,000	0	64,831,349	11,853,544	76,684,893
Expenditures	11	12,184,284	4,839,949	5,545,962	4,878,121	43,003,700	0	70,452,016	9,961,030	80,413,046
Ending Fund Balance	12	8,198,024	4,879,025	659,896	947,380	10,048,115	0	24,732,440	17,055,476	41,787,916

3/16/2021

Local Government Property Valuation System

LOCAL EMC SUPPORT

City Name: GRIMES
Fiscal Year July 1, 2021 - June 30, 2022

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		0
Support of a Local Emerg.Mgmt.Comm.	0	0
TOTAL FOR FY 2022	0	0

3/16/2021

Local Government Property Valuation System

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

City Name: GRIMES
Fiscal Year July 1, 2020 - June 30, 2021

GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE- ESTIMATED 2021	ACTUAL 2020
PUBLIC SAFETY										
Police Department/Crime Prevention	1	1,441,050	0						1,441,050	1,368,227
Jail	2								0	0
Emergency Management	3								0	0
Flood Control	4								0	0
Fire Department	5	520,066	207,587						727,653	1,016,950
Ambulance	6	1,201,099	330,558						1,531,657	1,090,657
Building Inspections	7	1,529,105	268,826						1,797,931	1,669,353
Miscellaneous Protective Services	8								0	0
Animal Control	9	21,000							21,000	14,409
Other Public Safety	10								0	0
TOTAL (lines 1 - 10)	11	4,712,320	806,971				0		5,519,291	5,159,596
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	940,924	1,537,580						2,478,504	1,913,039
Parking - Meter and Off-Street	13								0	0
Street Lighting	14	192,900	5,687						198,587	172,749
Traffic Control and Safety	15		15,000						15,000	7,469
Snow Removal	16	0	240,860						240,860	82,699
Highway Engineering	17								0	0
Street Cleaning	18								0	0
Airport (if not Enterprise)	19								0	0
Garbage (if not Enterprise)	20								0	0
Other Public Works	21								0	0
TOTAL (lines 12 - 21)	22	1,133,824	1,799,127				0		2,932,951	2,175,956
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23								0	0
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26								0	0
Water, Air, and Mosquito Control	27	25,000							25,000	16,800
Community Mental Health	28								0	0
Other Health and Social Services	29								0	0
TOTAL (lines 23 - 29)	30	25,000	0				0		25,000	16,800
CULTURE & RECREATION										
Library Services	31	628,832	192,519						821,351	675,569
Museum, Band and Theater	32								0	0
Parks	33	895,690	167,600						1,063,290	643,230
Recreation	34	278,850	72,500						351,350	266,218
Cemetery	35	38,000	1,500						39,500	15,711
Community Center, Zoo, & Marina	36	150,670	3,600						154,270	123,459
Other Culture and Recreation	37								0	0
TOTAL (lines 31 - 37)	38	1,992,042	437,719				0		2,429,761	1,724,187

3/16/2021

Local Government Property Valuation System

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

City Name: GRIMES
Fiscal Year July 1, 2020 - June 30, 2021

GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE- ESTIMATED 2021	ACTUAL 2020
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39								0	0
Economic Development	40	166,650	48,000	2,149,110					2,363,760	204,676
Housing and Urban Renewal	41								0	0
Planning & Zoning	42								0	0
Other Com & Econ Development	43								0	0
TIF Rebates	44								0	1,352,601
TOTAL (lines 39 - 44)	45	166,650	48,000	2,149,110			0		2,363,760	1,557,277
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	277,125	60,700						337,825	241,655
Clerk, Treasurer, & Finance Adm.	47	439,500	158,612						598,112	467,538
Elections	48	30,000							30,000	27,002
Legal Services & City Attorney	49	178,000							178,000	156,540
City Hall & General Buildings	50	369,600	3,700						373,300	261,096
Tort Liability	51	20,000							20,000	17,782
Other General Government	52	167,731							167,731	75,700
TOTAL (lines 46 - 52)	53	1,481,956	223,012	0			0		1,704,968	1,247,313
DEBT SERVICE	54				4,853,604				4,853,604	3,497,948
Gov Capital Projects	55					41,991,000			41,991,000	22,968,497
TIF Capital Projects	56								0	0
TOTAL CAPITAL PROJECTS	57	0	0	0		41,991,000	0		41,991,000	22,968,497
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	58	9,511,792	3,314,829	2,149,110	4,853,604	41,991,000	0		61,820,335	38,347,574
BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							2,474,561	2,474,561	1,891,575
Sewer Utility	60							1,859,053	1,859,053	1,022,586
Electric Utility	61								0	0
Gas Utility	62								0	0
Airport	63								0	0
Landfill/Garbage	64							691,415	691,415	633,094
Transit	65								0	0
Cable TV, Internet & Telephone	66								0	0
Housing Authority	67								0	0
Storm Water Utility	68							497,965	497,965	285,683
Other Business Type (city hosp., ISF, parking, etc.)	69								0	0
Enterprise DEBT SERVICE	70								0	1,524,169
Enterprise CAPITAL PROJECTS	71								0	0
Enterprise TIF CAPITAL PROJECTS	72								0	0
TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73							5,522,994	5,522,994	5,357,107
TOTAL ALL EXPENDITURES (lines 58+73)	74	9,511,792	3,314,829	2,149,110	4,853,604	41,991,000	0	5,522,994	67,343,329	43,704,681
Regular Transfers Out	75	1,626,814	984,000		0	0		2,758,267	5,369,081	7,731,632
Internal TIF Loan Transfers Out	76			1,793,826					1,793,826	1,554,892
Total ALL Transfers Out	77	1,626,814	984,000	1,793,826	0	0	0	2,758,267	7,162,907	9,286,524
Total Expenditures and Other Fin Uses (lines 74+77)	78	11,138,606	4,298,829	3,942,936	4,853,604	41,991,000	0	8,281,261	74,506,236	52,991,205
Ending Fund Balance June 30	79	8,262,343	4,888,789	960,984	714,176	15,526,815	0	15,162,962	45,516,069	42,210,029

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Local Government Property Valuation System

RE-ESTIMATED REVENUES DETAIL
City Name: GRIMES
Fiscal Year July 1, 2020 - June 30, 2021

REVENUES & OTHER FINANCING SOURCES		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2021	ACTUAL 2020
Taxes Levied on Property	1	7,501,896	987,584		2,366,559				10,856,039	10,844,147
Less: Uncollected Property Taxes - Levy Year	2								0	0
Net Current Property Taxes (line 1 minus line 2)	3	7,501,896	987,584		2,366,559	0			10,856,039	10,844,147
Delinquent Property Taxes	4								0	0
TIF Revenues	5			3,904,556					3,904,556	2,006,199
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	159,981	21,093		44,591				225,665	256,054
Utility franchise tax (Iowa Code Chapter 364.2)	7								0	0
Parimutuel wager tax	8								0	0
Gaming wager tax	9								0	0
Mobile Home Taxes	10	0							0	0
Hotel/Motel Taxes	11	0	80,000						80,000	57,171
Other Local Option Taxes	12		1,808,000			0			1,808,000	424,404
Subtotal - Other City Taxes (lines 6 thru 12)	13	159,981	1,909,093		44,591	0			2,113,665	737,629
Licenses & Permits	14	568,750						3500	572,250	422,923
Use of Money & Property	15	222,200	2,780		50	0		20,520	245,550	523,611
Intergovernmental:										
Federal Grants & Reimbursements	16	0				0		0	0	1,783,366
Road Use Taxes	17		1,450,720						1,450,720	1,468,294
Other State Grants & Reimbursements	18	300,125	51,242		82,950	0		0	434,317	25,549
Local Grants & Reimbursements	19	139,622							139,622	345,476
Subtotal - Intergovernmental (lines 16 thru 19)	20	439,747	1,501,962	0	82,950	0		0	2,024,659	3,622,685
Charges for Fees & Service:										
Water Utility	21							4,266,874	4,266,874	4,167,165
Sewer Utility	22							2,957,500	2,957,500	2,749,298
Electric Utility	23								0	0
Gas Utility	24								0	0
Parking	25								0	0
Airport	26								0	0
Landfill/Garbage	27							488,300	488,300	510,476
Hospital	28								0	0
Transit	29								0	0
Cable TV, Internet & Telephone	30								0	0
Housing Authority	31								0	0
Storm Water Utility	32							670,500	670,500	684,061
Other Fees & Charges for Service	33	507,700	0						507,700	2,714,594
Subtotal - Charges for Service (lines 21 thru 33)	34	507,700	0		0	0	0	8,383,174	8,890,874	10,825,594
Special Assessments	35				35,000	0			35,000	1,037,806
Miscellaneous	36	246,700	10,056			1,900,000		15,020	2,171,776	3,275,112
Other Financing Sources: Regular Operating Transfers In	37	1,491,132	796,629		0	180,000		2,901,320	5,369,081	7,731,632
Internal TIF Loan Transfers In	38	0		0	1,793,826	0			1,793,826	1,554,892
Subtotal ALL Operating Transfers In	39	1,491,132	796,629	0	1,793,826	180,000	0	2,901,320	7,162,907	9,286,524
Proceeds of Debt (Excluding TIF Internal Borrowing)	40				0	39,834,500			39,834,500	19,190,891
Proceeds of Capital Asset Sales	41	500							500	1,783
Subtotal-Other Financing Sources (lines 36 thru 38)	42	1,491,632	796,629	0	1,793,826	40,014,500	0	2,901,320	46,997,907	28,479,198
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	11,138,606	5,208,104	3,904,556	4,322,976	41,914,500	0	11,323,534	77,812,276	61,774,904
Beginning Fund Balance July 1	44	8,262,343	3,979,514	999,364	1,244,804	15,603,315	0	12,120,689	42,210,029	33,426,330
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45	19,400,949	9,187,618	4,903,920	5,567,780	57,517,815	0	23,444,223	120,022,305	95,201,234

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Local Government Property Valuation System

EXPENDITURES SCHEDULE PAGE 1
City Name: GRIMES
Fiscal Year July 1, 2021 - June 30, 2022

GOVERNMENT ACTIVITIES		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE-ESTIMATED 2021	ACTUAL 2020
PUBLIC SAFETY											
Police Department/Crime Prevention	1	1,373,500	685						1,374,185	1,441,050	1,368,227
Jail	2								0	0	0
Emergency Management	3								0	0	0
Flood Control	4								0	0	0
Fire Department	5	515,747	201,710						717,457	727,653	1,016,950
Ambulance	6	1,363,921	384,712						1,748,633	1,531,657	1,090,657
Building Inspections	7	1,356,803	290,298						1,647,101	1,797,931	1,669,353
Miscellaneous Protective Services	8								0	0	0
Animal Control	9	1,000							1,000	21,000	14,409
Other Public Safety	10								0	0	0
TOTAL (lines 1 - 10)	11	4,610,971	877,405				0		5,488,376	5,519,291	5,159,596
PUBLIC WORKS											
Roads, Bridges, & Sidewalks	12	1,320,896	1,566,045						2,886,941	2,478,504	1,913,039
Parking - Meter and Off-Street	13								0	0	0
Street Lighting	14	227,000	22,000						249,000	198,587	172,749
Traffic Control and Safety	15		17,500						17,500	15,000	7,469
Snow Removal	16	5,000	259,283						264,283	240,860	82,699
Highway Engineering	17								0	0	0
Street Cleaning	18								0	0	0
Airport	19								0	0	0
Garbage (if not Enterprise)	20								0	0	0
Other Public Works	21								0	0	0
TOTAL (lines 12 - 21)	22	1,552,896	1,864,828				0		3,417,724	2,932,951	2,175,956
HEALTH & SOCIAL SERVICES											
Welfare Assistance	23								0	0	0
City Hospital	24								0	0	0
Payments to Private Hospitals	25								0	0	0
Health Regulation and Inspection	26								0	0	0
Water, Air, and Mosquito Control	27	8,000							8,000	25,000	16,800
Community Mental Health	28								0	0	0
Other Health and Social Services	29								0	0	0
TOTAL (lines 23 - 29)	30	8,000	0				0		8,000	25,000	16,800
CULTURE & RECREATION											
Library Services	31	632,873	204,764						837,637	821,351	675,569
Museum, Band and Theater	32								0	0	0
Parks	33	942,980	129,950						1,072,930	1,063,290	643,230
Recreation	34	628,700	69,250						697,950	351,350	266,218
Cemetery	35	39,000	1,060						40,060	39,500	15,711
Community Center, Zoo, & Marina	36	192,750	19,400						212,150	154,270	123,459
Other Culture and Recreation	37								0	0	0
TOTAL (lines 31 - 37)	38	2,436,303	424,424				0		2,860,727	2,429,761	1,724,187

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Local Government Property Valuation System

EXPENDITURES SCHEDULE PAGE 2
City Name: GRIMES
Fiscal Year July 1, 2021 - June 30, 2022

GOVERNMENT ACTIVITIES		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE-ESTIMATED 2021	ACTUAL 2020
COMMUNITY & ECONOMIC DEVELOPMENT											
Community Beautification	39								0	0	0
Economic Development	40	191,650	34,000	3,042,507					3,268,157	2,363,760	204,676
Housing and Urban Renewal	41								0	0	0
Planning & Zoning	42								0	0	0
Other Com & Econ Development	43								0	0	0
TIF Rebates	44								0	0	1,352,601
TOTAL (lines 39 - 44)	45	191,650	34,000	3,042,507			0		3,268,157	2,363,760	1,557,277
GENERAL GOVERNMENT											
Mayor, Council, & City Manager	46	254,743	59,750						314,493	337,825	241,655
Clerk, Treasurer, & Finance Adm.	47	450,410	156,750						607,160	598,112	467,538
Elections	48	32,000							32,000	30,000	27,002
Legal Services & City Attorney	49	243,000							243,000	178,000	156,540
City Hall & General Buildings	50	555,600	47,560						603,160	373,300	261,096
Tort Liability	51	25,000							25,000	20,000	17,782
Other General Government	52	100,000							100,000	167,731	75,700
TOTAL (lines 46 - 52)	53	1,660,753	264,060	0			0		1,924,813	1,704,968	1,247,313
DEBT SERVICE	54				4,878,121				4,878,121	4,853,604	3,497,948
Gov Capital Projects	55					43,003,700			43,003,700	41,991,000	22,968,497
TIF Capital Projects	56								0	0	0
TOTAL CAPITAL PROJECTS	57	0	0	0		43,003,700	0		43,003,700	41,991,000	22,968,497
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	58	10,460,573	3,464,717	3,042,507	4,878,121	43,003,700	0		64,849,618	61,820,335	38,347,574
BUSINESS TYPE ACTIVITIES											
Proprietary: Enterprise & Budgeted ISF											
Water Utility	59							2,732,500	2,732,500	2,474,561	1,891,575
Sewer Utility	60							1,572,964	1,572,964	1,859,053	1,022,586
Electric Utility	61								0	0	0
Gas Utility	62								0	0	0
Airport	63								0	0	0
Landfill/Garbage	64							696,500	696,500	691,415	633,094
Transit	65								0	0	0
Cable TV, Internet & Telephone	66								0	0	0
Housing Authority	67								0	0	0
Storm Water Utility	68							650,360	650,360	497,965	285,683
Other Business Type (city hosp., ISF, parking, etc.)	69								0	0	0
Enterprise DEBT SERVICE	70							2,154,353	2,154,353	0	1,524,169
Enterprise CAPITAL PROJECTS	71								0	0	0
Enterprise TIF CAPITAL PROJECTS	72								0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							7,806,677	7,806,677	5,522,994	5,357,107
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	10,460,573	3,464,717	3,042,507	4,878,121	43,003,700	0	7,806,677	72,656,295	67,343,329	43,704,681
Regular Transfers Out	75	1,723,711	1,375,232		0	0		2,154,353	5,253,296	5,369,081	7,731,632
Internal TIF Loan / Repayment Transfers Out	76			2,503,455					2,503,455	1,793,826	1,554,892
Total ALL Transfers Out	77	1,723,711	1,375,232	2,503,455	0	0	0	2,154,353	7,756,751	7,162,907	9,286,524
Total Expenditures & Fund Transfers Out (lines 74+77)	78	12,184,284	4,839,949	5,545,962	4,878,121	43,003,700	0	9,961,030	80,413,046	74,506,236	52,991,205
Ending Fund Balance June 30	79	8,198,024	4,879,025	659,896	947,380	10,048,115	0	17,055,476	41,787,916	45,516,069	42,210,029

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Local Government Property Valuation System

REVENUES DETAIL
City Name: GRIMES
Fiscal Year July 1, 2021 - June 30, 2022

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE- ESTIMATED 2021	ACTUAL 2020
REVENUES & OTHER FINANCING SOURCES											
Taxes Levied on Property	1	7,767,411	1,046,183		2,454,173	0			11,267,767	10,856,039	10,844,147
Less: Uncollected Property Taxes - Levy Year	2								0	0	0
Net Current Property Taxes (line 1 minus line 2)	3	7,767,411	1,046,183		2,454,173	0			11,267,767	10,856,039	10,844,147
Delinquent Property Taxes	4								0	0	0
TIF Revenues	5			5,244,874					5,244,874	3,904,556	2,006,199
Other City Taxes:											
Utility Tax Replacement Excise Taxes	6	139,523	18,817		37,473	0			195,813	225,665	256,054
Utility franchise tax (Iowa Code Chapter 364.2)	7								0	0	0
Parimutuel wager tax	8								0	0	0
Gaming wager tax	9								0	0	0
Mobile Home Taxes	10	0							0	0	0
Hotel/Motel Taxes	11	0	51,000						51,000	80,000	57,171
Other Local Option Taxes	12		1,400,000			0			1,400,000	1,808,000	424,404
Subtotal - Other City Taxes (lines 6 thru 12)	13	139,523	1,469,817		37,473	0			1,646,813	2,113,665	737,629
Licenses & Permits	14	601,050						0	601,050	572,250	422,923
Use of Money & Property	15	384,500	2,422		0	0		5,250	392,172	245,550	523,611
Intergovernmental:											
Federal Grants & Reimbursements	16	0				40,000		0	40,000	0	1,783,366
Road Use Taxes	17		1,334,660						1,334,660	1,450,720	1,468,294
Other State Grants & Reimbursements	18	306,759	45,381	0	82,391	350,000		0	784,531	434,317	25,549
Local Grants & Reimbursements	19	136,471							136,471	139,622	345,476
Subtotal - Intergovernmental (lines 16 thru 19)	20	443,230	1,380,041	0	82,391	390,000		0	2,295,662	2,024,659	3,622,685
Charges for Fees & Service:											
Water Utility	21							4,718,533	4,718,533	4,266,874	4,167,165
Sewer Utility	22							3,544,308	3,544,308	2,957,500	2,749,298
Electric Utility	23								0	0	0
Gas Utility	24								0	0	0
Parking	25								0	0	0
Airport	26								0	0	0
Landfill/Garbage	27							488,500	488,500	488,300	510,476
Hospital	28								0	0	0
Transit	29								0	0	0
Cable TV, Internet & Telephone	30								0	0	0
Housing Authority	31								0	0	0
Storm Water Utility	32							719,600	719,600	670,500	684,061
Other Fees & Charges for Service	33	475,700	0						475,700	507,700	2,714,594
Subtotal - Charges for Service (lines 21 thru 33)	34	475,700	0		0	0	0	9,470,941	9,946,641	8,890,874	10,825,594
Special Assessments	35				5,000	0			5,000	35,000	1,037,806
Miscellaneous	36	371,250	10,413			150,000		21,000	552,663	2,171,776	3,275,112
Other Financing Sources:											
Regular Operating Transfers In	37	1,521,711	921,309		253,923	200,000		2,356,353	5,253,296	5,369,081	7,731,632
Internal TIF Loan Transfers In	38	415,090			2,088,365				2,503,455	1,793,826	1,554,892
Subtotal ALL Operating Transfers In	39	1,936,801	921,309	0	2,342,288	200,000	0	2,356,353	7,756,751	7,162,907	9,286,524
Proceeds of Debt (Excluding TIF Internal Borrowing)	40				190,000	36,785,000			36,975,000	39,834,500	19,190,891
Proceeds of Capital Asset Sales	41	500							500	500	1,783
Subtotal-Other Financing Sources (lines 38 thru 40)	42	1,937,301	921,309	0	2,532,288	36,985,000	0	2,356,353	44,732,251	46,997,907	28,479,198
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43	12,119,965	4,830,185	5,244,874	5,111,325	37,525,000	0	11,853,544	76,684,893	77,812,276	61,774,904
Beginning Fund Balance July 1	44	8,262,343	4,888,789	960,984	714,176	15,526,815	0	15,162,962	45,516,069	42,210,029	33,426,330
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45	20,382,308	9,718,974	6,205,858	5,825,501	53,051,815	0	27,016,506	122,200,962	120,022,305	95,201,234

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Local Government Property Valuation System

ADOPTED BUDGET SUMMARY
City Name: GRIMES
Fiscal Year July 1, 2021 - June 30, 2022

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE- ESTIMATED 2021	ACTUAL 2020
Revenues & Other Financing Sources											
Taxes Levied on Property	1	7,767,411	1,046,183		2,454,173	0			11,267,767	10,856,039	10,844,147
Less: Uncollected Property Taxes-Levy Year	2	0	0		0	0			0	0	0
Net Current Property Taxes	3	7,767,411	1,046,183		2,454,173	0			11,267,767	10,856,039	10,844,147
Delinquent Property Taxes	4	0	0		0	0			0	0	0
TIF Revenues	5			5,244,874					5,244,874	3,904,556	2,006,199
Other City Taxes	6	139,523	1,469,817		37,473	0			1,646,813	2,113,665	737,629
Licenses & Permits	7	601,050	0					0	601,050	572,250	422,923
Use of Money and Property	8	384,500	2,422	0	0	0	0	5,250	392,172	245,550	523,611
Intergovernmental	9	443,230	1,380,041	0	82,391	390,000		0	2,295,662	2,024,659	3,622,685
Charges for Fees & Service	10	475,700	0		0	0	0	9,470,941	9,946,641	8,890,874	10,825,594
Special Assessments	11	0	0		5,000	0		0	5,000	35,000	1,037,806
Miscellaneous	12	371,250	10,413		0	150,000	0	21,000	552,663	2,171,776	3,275,112
Sub-Total Revenues	13	10,182,664	3,908,876	5,244,874	2,579,037	540,000	0	9,497,191	31,952,642	30,814,369	33,295,706
Other Financing Sources:											
Total Transfers In	14	1,936,801	921,309	0	2,342,288	200,000	0	2,356,353	7,756,751	7,162,907	9,286,524
Proceeds of Debt	15	0	0	0	190,000	36,785,000		0	36,975,000	39,834,500	19,190,891
Proceeds of Capital Asset Sales	16	500	0	0	0	0	0	0	500	500	1,783
Total Revenues and Other Sources	17	12,119,965	4,830,185	5,244,874	5,111,325	37,525,000	0	11,853,544	76,684,893	77,812,276	61,774,904
Expenditures & Other Financing Uses											
Public Safety	18	4,610,971	877,405	0			0		5,488,376	5,519,291	5,159,596
Public Works	19	1,552,896	1,864,828	0			0		3,417,724	2,932,951	2,175,956
Health and Social Services	20	8,000	0	0			0		8,000	25,000	16,800
Culture and Recreation	21	2,436,303	424,424	0			0		2,860,727	2,429,761	1,724,187
Community and Economic Development	22	191,650	34,000	3,042,507			0		3,268,157	2,363,760	1,557,277
General Government	23	1,660,753	264,060	0			0		1,924,813	1,704,968	1,247,313
Debt Service	24	0	0	0	4,878,121		0		4,878,121	4,853,604	3,497,948
Capital Projects	25	0	0	0		43,003,700	0		43,003,700	41,991,000	22,968,497
Total Government Activities Expenditures	26	10,460,573	3,464,717	3,042,507	4,878,121	43,003,700	0		64,849,618	61,820,335	38,347,574
Business Type Proprietary: Enterprise & ISF	27							7,806,677	7,806,677	5,522,994	5,357,107
Total Gov & Bus Type Expenditures	28	10,460,573	3,464,717	3,042,507	4,878,121	43,003,700	0	7,806,677	72,656,295	67,343,329	43,704,681
Total Transfers Out	29	1,723,711	1,375,232	2,503,455	0	0	0	2,154,353	7,756,751	7,162,907	9,286,524
Total ALL Expenditures/Fund Transfers Out	30	12,184,284	4,839,949	5,545,962	4,878,121	43,003,700	0	9,961,030	80,413,046	74,506,236	52,991,205
Excess Revenues & Other Sources Over	31										
(Under) Expenditures/Transfers Out	32	-64,319	-9,764	-301,088	233,204	-5,478,700	0	1,892,514	-3,728,153	3,306,040	8,783,699
Beginning Fund Balance July 1	33	8,262,343	4,888,789	960,984	714,176	15,526,815	0	15,162,962	45,516,069	42,210,029	33,426,330
Ending Fund Balance June 30	34	8,198,024	4,879,025	659,896	947,380	10,048,115	0	17,055,476	41,787,916	45,516,069	42,210,029

3/16/2021

Local Government Property Valuation System

LONG TERM DEBT SCHEDULE - LT DEBT1
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
2015 Bond Issue	1	8,500,000	GO	06-0315	380,000	195,075	575,075	500		287,537	288,038
2016 Bond Issue	2	5,545,000	GO	05-0416	650,000	67,582	717,582	500		358,791	359,291
2017 GO Refunding (2009)	3	5,410,000	GO	04-0217	800,000	59,563	859,563	500		429,781	430,282
2018A GO Bond Issue	4	9,855,000	GO	06-0518	250,000	283,032	533,032	600		266,516	267,116
2019A GO Bond Issue	5	4,645,000	GO	06-0319	390,000	101,420	491,420	600		245,710	246,310
2020A GO Bond Issue	6	8,385,000	GO	06-1120	495,000	145,800	640,800	600		320,400	321,000
2020B GO Bond Refunding (2012)	7	3,890,000	GO	08-2420	280,000	79,260	359,260	600		179,630	180,230
2021A GO Bond Issue Prelevy	8	10,030,000	GO	03-0321	315,000	127,366	442,366	600		43,587	399,379
2012 Bond Issue (refunded by 2020B)	9	6,000,000	GO	11-0212	3,790,000	27,601	3,817,601	466	3,818,067		0
SRF Drinking Water Loan D0276R 2013	10	2,147,019	NON-GO	05-0313	101,000	23,835	124,835	3,405		128,240	0
SRF Drinking Water Loan FS77-16-DWSRF-003	11	577,000	NON-GO	09-0216	25,000	7,700	32,700	1,100		33,800	0
SRF Jordan Well 2019 Loan	12	4,200,000	NON-GO	02-0419	184,000	67,270	251,270	9,610		260,880	0
SRF FS-77-18-DWSRF-016 (2) Tower	13	3,800,000	NON-GO	03-0919	160,000	63,770	223,770	9,110		232,880	0
SRF FS-77-18-DWSRF-016 (3) Water Main	14	1,559,000	NON-GO	05-0919	68,000	24,955	92,955	3,565		96,520	0
SRF FS-77-18 DWSRF-016 (4) Water Plant	15	21,990,000	NON-GO	12-0319	605,000	369,279	974,279	52,754		1,027,033	0
SRF Clean Water Loan C0777RT 2016	16	3,435,000	NON-GO	09-0116	156,000	54,000	210,000			210,000	0
2021B GO LOST Bond Prelevy	17	4,280,000	GO	03-0221	190,000	63,923	253,923	600		254,523	0
	18	-					0				0
	19	-					0				0
	20	-					0				0
	21	-					0				0
	22	-					0				0
	23	-					0				0
	24	-					0				0
	25	-					0				0
	26	-					0				0
	27	-					0				0
	28	-					0				0
	29	-					0				0
	30	-					0				0
TOTALS					8,839,000	1,761,431	10,600,431	85,110	3,818,067	4,375,828	2,491,646

LONG TERM DEBT SCHEDULE - GRAND TOTALS
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2022	Interest Due FY 2022	Total Obligation Due FY 2022	Bond Reg./ Paying Agent Fees Due FY 2022	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	7,540,000	1,150,622	8,690,622	5,566	3,818,067	2,386,475	2,491,646
NON GO - TOTAL	1,299,000	610,809	1,909,809	79,544	0	1,989,353	0
GRAND - TOTAL	8,839,000	1,761,431	10,600,431	85,110	3,818,067	4,375,828	2,491,646

3/16/2021

Local Government Property Valuation System

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET
Fiscal Year July 1, 2021 - June 30, 2022

The City of: GRIMES

The City Council will conduct a public hearing on the proposed budget as follows:

Location: In person: Grimes Comm Center 410 SE Main St, Grimes IA via Electronic Mtg Zoom ID Code 931 8602 5175 Passcode 196460 Meeting Date: 3/23/2021
Meeting Time: 05:30 PM

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.				
The estimated Total tax levy rate per \$1000 valuation on regular property				11.41284
The estimated tax levy rate per \$1000 valuation on Agricultural land is				3.00375
At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.				
Phone Number (515) 986-3036		City Clerk/Finance Officer's NAME Marcia Woodke		
		Budget FY 2022	Re-estimated FY 2021	Actual FY 2020
Revenues & Other Financing Sources				
Taxes Levied on Property	1	11,267,767	10,856,039	10,844,147
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	11,267,767	10,856,039	10,844,147
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	5,244,874	3,904,556	2,006,199
Other City Taxes	6	1,646,813	2,113,665	737,629
Licenses & Permits	7	601,050	572,250	422,923
Use of Money and Property	8	392,172	245,550	523,611
Intergovernmental	9	2,295,662	2,024,659	3,622,685
Charges for Fees & Service	10	9,946,641	8,890,874	10,825,594
Special Assessments	11	5,000	35,000	1,037,806
Miscellaneous	12	552,663	2,171,776	3,275,112
Other Financing Sources	13	36,975,500	39,835,000	19,192,674
Transfers In	14	7,756,751	7,162,907	9,286,524
Total Revenues and Other Sources	15	76,684,893	77,812,276	61,774,904
Expenditures & Other Financing Uses				
Public Safety	16	5,488,376	5,519,291	5,159,596
Public Works	17	3,417,724	2,932,951	2,175,956
Health and Social Services	18	8,000	25,000	16,800
Culture and Recreation	19	2,860,727	2,429,761	1,724,187
Community and Economic Development	20	3,268,157	2,363,760	1,557,277
General Government	21	1,924,813	1,704,968	1,247,313
Debt Service	22	4,878,121	4,853,604	3,497,948
Capital Projects	23	43,003,700	41,991,000	22,968,497
Total Government Activities Expenditures	24	64,849,618	61,820,335	38,347,574
Business Type / Enterprises	25	7,806,677	5,522,994	5,357,107
Total ALL Expenditures	26	72,656,295	67,343,329	43,704,681
Transfers Out	27	7,756,751	7,162,907	9,286,524
Total ALL Expenditures/Transfers Out	28	80,413,046	74,506,236	52,991,205
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-3,728,153	3,306,040	8,783,699
Beginning Fund Balance July 1	30	45,516,069	42,210,029	33,426,330
Ending Fund Balance June 30	31	41,787,916	45,516,069	42,210,029



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of March 23, 2021

AGENDA HEADING: Resolution Approving City of Grimes FY 22-26 Capital Improvements Plan

SYNOPSIS: On February 9th, the City Council and Staff held a workshop following the regular City Council meeting to discuss the proposed 2022-2026 Capital Improvements Plan. The discussion was an opportunity for the City Council to provide feedback on the 5-year outlook for proposed infrastructure expansions and rehabilitation, facility improvements and quality of life amenities.

Staff were challenged to prepare a plan that was not only fiscally responsible but also met the needs of a growing community. As the City continues to grow and evolve, it is important to not only focus on the necessary sustained infrastructure investments, but also the quality-of-life amenities that attract and keep residents in the City of Grimes.

This plan responded to that desire of the City Council and not only provided direction and funding for significant sewer, water and roadway improvements, but also the construction of a new public library and community splash pad. Future years will continue to see similar investments in both infrastructure and parks/trails.

FISCAL IMPACT:

The overall 5-year CIP demonstrates a total investment of \$49,300,000. The upcoming FY22 year represents \$15,975,000 of that total, or 32% of the investment. The source of funds for FY22 is a combination of General Obligation Debt, LOSST, grants and cash reserves.

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

RESOLUTION APPROVING THE CITY OF GRIMES FY 22-26 CAPITAL
IMPROVEMENTS PLAN

WHEREAS, this year the City of Grimes has reviewed and updated its five-year program for capital improvements; and

WHEREAS, investing in capital improvements is essential for the City to maintain its current infrastructure and provide expanded infrastructure and quality of life amenities to enhance municipal services and provide increased citizen satisfaction; and

WHEREAS, the planning for capital improvements is important for creating an environment that encourages growth within the community; and

WHEREAS, over the past month the City Council has reviewed and developed a schedule of capital projects for the next five-years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that the Grimes Capital Improvements Plan document for the years 2022 thru 2026 be approved.

PASSED AND APPROVED this 23rd day of March, 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Project	2022		2023		2024		2025		2026		Out Year	
	GO	Other	GO	Other	GO	Other	GO	Other	GO	Other	GO	Other
Library Construction	\$3,000,000.00	\$4,000,000.00										
Grimes WRA Parallel Sewer	\$1,600,000.00											
19th Street Sewer Extension	\$1,000,000.00											
Splash Pad and Waterworks Park Redevelopment	\$800,000.00	\$900,000.00										
Traffic Signal Connectivity - Phase 2	\$400,000.00	\$350,000.00										
North Sports Complex Parking*	\$400,000.00	\$500,000.00										
Annual Park Improvements	\$300,000.00		\$300,000.00		\$300,000.00		\$300,000.00		\$300,000.00			
Annual Sanitary Sewer I&I Rehab	\$250,000.00		\$250,000.00		\$250,000.00		\$250,000.00		\$250,000.00		\$250,000.00	
Annual Trail Improvement and Planning	\$200,000.00		\$200,000.00		\$200,000.00		\$200,000.00		\$200,000.00		\$200,000.00	
Sanitary Sewer Study	\$200,000.00											
Annual Water Main Replacment	\$200,000.00		\$200,000.00		\$200,000.00		\$200,000.00		\$200,000.00		\$200,000.00	
Annual PCC Patching Program	\$150,000.00		\$150,000.00		\$150,000.00		\$150,000.00		\$150,000.00		\$150,000.00	
Annual Storm Water Improvements	\$150,000.00		\$150,000.00		\$150,000.00		\$150,000.00		\$150,000.00		\$150,000.00	
South Sports Complex	\$150,000.00											
Existing Facility Improvements	\$260,000.00	\$40,000.00										
HYW 44 Trail Extension and Planning	\$100,000.00			\$250,000.00		\$250,000.00		\$250,000.00	\$2,500,000.00	\$1,500,000.00		
Traffic Signal Equipment Updating	\$75,000.00		\$75,000.00		\$75,000.00		\$75,000.00		\$75,000.00		\$75,000.00	
Annual Pavement Preservation	\$75,000.00		\$75,000.00		\$75,000.00		\$75,000.00		\$75,000.00		\$75,000.00	
Warning Sirens - Replacement	\$75,000.00											
Trail Ridge/Little Beaver/Jacob Watermain	\$0.00	\$800,000.00										
Trail Ridge/Little Beaver/Jacob HMA Overlay			\$900,000.00									
Highway 141 Water Main Crossing			\$750,000.00									
19th St and County Line Road Water Main			\$600,000.00									
County Line Road HMA			\$355,000.00									
County Line Road and HWY 44 Signal			\$300,000.00									
19th St and Gateway Dr Signal			\$300,000.00									
11th St and Gateway Dr Signal			\$300,000.00									
New Snow Plow			\$300,000.00									
100th St Widening					\$1,750,000.00							
250th St HMA Overlay					\$1,320,000.00							
250th ST Water Main Extension					\$850,000.00							
Highway 141 & SE 28th St Signal					\$400,000.00							
NW 27th Street Extension and Improvement Study					\$100,000.00							
NW 10th Circle Pavement Rehabilitation					\$100,000.00							
Warnings Sirens - New					\$50,000.00							
South James St Widening							\$2,500,000.00					
Jazzwood Drive HMA Overlay							\$1,500,000.00					
Waterworks Park Redevelopment							\$1,000,000.00					
Jazzwood Drive Water Main Extension							\$700,000.00					
Water Tower Property Acquisition							\$100,000.00					
County Line Road Widening - North of Meredith									\$1,800,000.00			
HWY 44 Widening									\$4,500,000.00	\$2,500,000.00		
NE Beaverbrooke/NE Destination Connection											\$6,000,000.00	
North James St Widening											\$5,000,000.00	
SE 37th St Widening - West											\$4,000,000.00	
County Line Road Widening - South of 37th St											\$3,600,000.00	
11th St Extension											\$3,000,000.00	
SE 37th St Widening - East											\$3,000,000.00	
WWTP Decomissioning and Redevelopment into Park											\$2,500,000.00	
Public Art Installation Identified in Public Art Master Plan											\$150,000.00	
Water Capacity Analysis											\$125,000.00	
Water Treatement Plant Expansion												\$15,000,000.00
Total	\$9,385,000.00	\$6,590,000.00	\$5,205,000.00	\$250,000.00	\$5,970,000.00	\$250,000.00	\$7,200,000.00	\$250,000.00	\$10,200,000.00	\$4,000,000.00	\$28,475,000.00	\$15,000,000.00



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of March 23, 2021

AGENDA HEADING: Resolution 03-1321 to Approve to Fund Site-Specific Design, Select the Final Route and Acquisition Interests in Real Estate for the Grimes Connector Sewer WRA

SYNOPSIS: Since direction was given to Staff to develop plans for the Grimes WRA Connector back in 2020, City Staff have been working with Veenstra & Kimm to evaluate the route and alignment of the sewer. That preliminary alignment has been established, and staff has made contact with the property owners along the route. Generally speaking, the conversations have been positive, and staff has developed a working relationship with the property owners.

The public hearing tonight is necessary due to the proposed alignment crossing certain agricultural properties. Per Iowa Code Section 6B, the City of Grimes must state the nature of the project, propose a statement regarding our acquisition of property interests, and allow for input a public hearing prior to the any decision to fund the final site-specific design, to make the final route selection, or to approve the acquisition of the property interests for the public improvement by purchase or condemnation.

As noted above, the conversations with property owners thus far have been positive, and staff is hopeful that condemnation will not need to be utilized during the acquisition process.

The notice that was sent out to property owners along the route is included in your packet, and identifies these statements, intents and actions. Should the City alter the route or significantly change the plans following the public hearing, it may be necessary to hold additional hearings. Any action taken at the meeting does not necessarily lock the City into a decision to construct. That action will still take place following direction to send the plans out to bid later this fall.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Set Public Hearing, February 23, 2021

BOARD/COMMISSION ACTION(S):



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

RESOLUTION NO. _____

**GIVING FINAL APPROVAL TO FUND SITE-SPECIFIC DESIGN, SELECTING THE
FINAL ROUTE, AND APPROVING EXERCISE OF EMINENT DOMAIN TO
ACQUIRE INTERESTS IN REAL ESTATE FOR THE GRIMES CONNECTOR SEWER**

WHEREAS, pursuant to the Grimes Connector Agreement, the City of Grimes, in the County of Polk, State of Iowa, has found it necessary and proposes to construct a pipeline (known as the Grimes Connector Sewer) for purposes of connecting to the regional Wastewater Reclamation Authority (WRA), and to acquire interests in real estate necessary for the construction; and

WHEREAS, it is necessary for the Council to give final approval to fund the site specific design and to make a final selection of the route of said pipeline; and

WHEREAS, it is necessary for the Council to authorize the acquisition of property interests in accordance with the project plans, and to further authorize the use of the power of Eminent Domain as necessary to acquire said property interests pursuant to the provisions of Iowa Code Chapter 6B; and

WHEREAS, notice was duly given in accordance with Iowa Code and a Public Hearing was held on March 23, 2021, regarding the City's proposal to fund the site-specific design, select the final route, and approve the use of eminent domain to acquire interests in real estate for the Grimes Connector Sewer;

NOW, THEREFORE, Be It Resolved by the Council of Grimes, Iowa, as follows:

Section 1. It is hereby found and determined to be necessary and for the best interest of the City and its inhabitants to proceed with the Grimes Connector Sewer project, and to proceed with all necessary steps to acquire the easement(s), or other rights in real property necessary to construct this public improvement, or to institute condemnation proceedings, if necessary to do so.

Section 2. The project plans, including site specific design and proposed route, for the Grimes Connector Sewer are hereby approved, and City Staff is directed to move forward with completion of the project in accordance with the plans.

Section 3. City Staff and the City Attorney are hereby directed to commence formal negotiations and take all necessary steps on behalf of the City to acquire the real property interests required to complete the Grimes Connector Sewer as outlined in the project plans, including initiation of condemnation proceedings in accordance with the Code of Iowa, if necessary.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ____ to ____ the ____ day of March, 2021, and approved this ____ day of March, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

NOTICE OF PUBLIC HEARING ON THE GRIMES CONNECTOR SEWER PROJECT AND INTENT TO APPROVE USE OF EMINENT DOMAIN BY THE CITY OF GRIMES, IOWA

Notice is hereby given that the City of Grimes, Iowa (the Acquiring Authority) will hold a public hearing and consider giving final approval to fund the site-specific design, the selection of the proposed route or site location for this public improvement, and to authorize the completion of Sewer Improvements for purposes of joining and connecting to the Des Moines Wastewater Reclamation Authority (WRA) system.

NATURE OF THE PUBLIC IMPROVEMENT

The City of Grimes, Iowa proposes to construct approximately 7.5 miles of 30 MGD capacity sanitary sewer line to connect to the existing terminus of the WRA system in Urbandale, also known as the “Grimes Connector” sewer. The project includes grading and construction of sanitary sewer facilities. After completion of the project, the City anticipates transferring the sewer to the WRA. The project and proposed route is shown on plans prepared by the City Engineer, Veenstra & Kim, and Civil Design Advantage. For particulars, please see the proposed plans and other exhibits now on file with the Development Services Department at 410 SE Main Street, Grimes, IA 50111.

STATEMENT REGARDING ACQUISITION OF PROPERTY INTERESTS

In order to complete this public improvement project, the City anticipates a need to acquire certain interests in real estate, including temporary and permanent easements. If the City determines to undertake the proposed improvement project, it may acquire part or all of the property interests to complete the project by condemnation, if necessary.

The City proposes, but has not yet given final approval, to open negotiations to acquire the property, easement(s), or other rights in real property necessary to construct this public improvement, or to institute condemnation proceedings, if required.

ACTION REQUIRED TO PROCEED WITH THE PROJECT: OPPORTUNITY FOR PUBLIC INPUT

The City will hold a public hearing to provide an opportunity for public input prior to any decision to fund the final site-specific design, to make the final route selection, or to approve the acquisition of the property interests for the public improvement by purchase or condemnation. After the public hearing, the City may take action to approve the final design and route, and may authorize the use of eminent domain, if necessary to acquire the needed property interests.

You may appear in person, by electronic or telephonic means, at the public hearing and provide input into this process. You may also contact the City in writing any time before 4:30 pm on the day of the public hearing.

TIME, DATE, AND PLACE FOR PUBLIC HEARING

The City Council of the City of Grimes, Iowa, will meet at 5:30 p.m. both in person at the Grimes Community Center, located at 410 SE Main Street, Grimes, IA 50111, and electronically via Zoom Meeting, on the 23rd Day of March, 2021, to discuss the above-described proposed public improvement project.

Zoom Dial In: +16465588656,,93829534703# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)

Meeting 999 6186 4255 Passcode 174981

For all the particulars of the proposed public improvement project, see the proposed plans and other exhibits now on file and available for review at the City Development Services Office, at the address below.

All interested persons may appear at the public hearing either in person or electronically and at such time and place the Grimes City Council will consider any objections to the proposed public improvements and give all interested persons an opportunity to be heard.

For further information regarding this project, please contact:

City of Grimes Development Services
Alex Pfaltzgraff, Director
410 SE Main Street #102
Grimes, IA 50111
(515) 986-4050

STATEMENT OF PROPERTY OWNER RIGHTS

Iowa law affords individual property owners certain rights with respect to the acquisition of their property. A statement of these rights as promulgated by the Iowa Attorney General's office is enclosed with this notice.

This Notice of the Hearing is given this ____ day of _____, 20__.

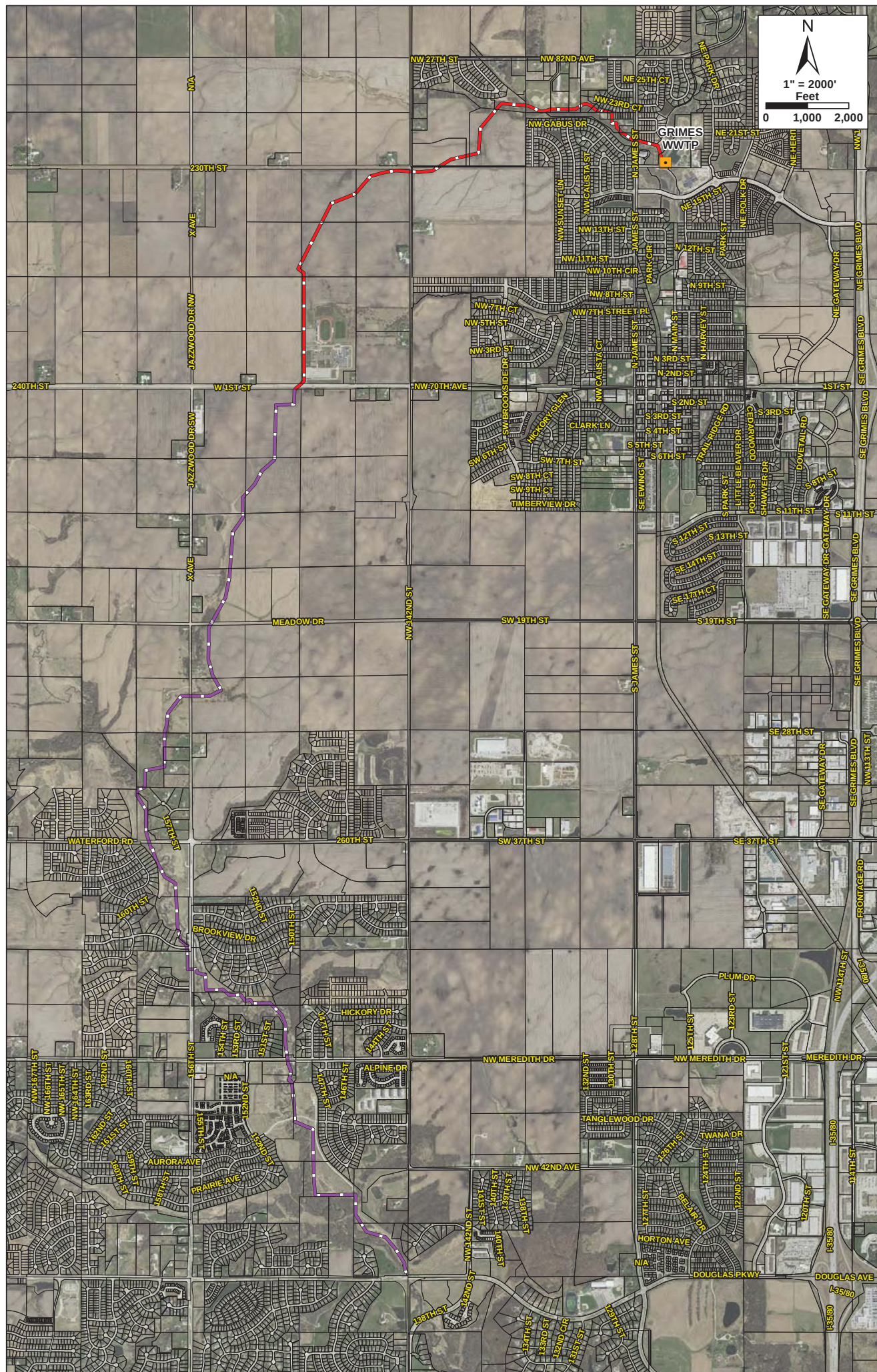
Rochelle Williams, City Clerk

STATEMENT OF PROPERTY OWNER'S RIGHTS

Just as the law grants certain entities the right to acquire private property, you as the owner of the property have certain rights. You have the right to:

1. Receive just compensation for the taking of property. (Iowa Constitution, Article I, section 18)
2. An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code section 6B.54(3))
3. Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based not less than ten days before being contacted by the acquiring agency's acquisition agent. (Iowa Code section 6B.45)
4. An opportunity to accompany at least one appraiser of the acquiring agency who appraises your property when an appraisal is required. (Iowa Code section 6B.54(2))
5. Participate in good-faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code section 6B.2B)
6. Retain legal counsel of your choosing at your expense for the purpose of bringing a court action to challenge the exercise of eminent domain authority or the condemnation proceedings in accordance with the provisions of law. (Iowa Code section 6B.3A; Iowa Code section 6A.24)
7. A determination of just compensation by an impartial compensation commission and the right to appeal its award to the district court if you cannot agree on a purchase price with the acquiring agency. (Iowa Code section 6B.4; Iowa Code section 6B.7; Iowa Code section 6B.18)
8. Payment of the agreed upon purchase price or, if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code section 6B.25; Iowa Code section 6B.26; Iowa Code section 6B.54(11))
9. Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code section 6B.33; Iowa Code section 6B.54(10))
10. Reimbursement of certain litigation expenses: (a) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (b) if the award on appeal in court is more than the compensation commissioners' award. (Iowa Code section 6B.33)
11. To the greatest extent practicable, be provided at least 90 days' written notice to vacate occupied property prior to construction or development of a public improvement. (Iowa Code section 6B.54(4))
12. Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility for and amount of the payments. (Iowa Code section 316.9; Iowa Code section 6B.42)

The rights set out in this statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from Iowa Code chapters 6A, 6B and 316. For a more thorough presentation of an owner's rights, you should refer directly to the Iowa Code or contact an attorney of your choice.





*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of March 23, 2020

AGENDA HEADING:

Second Consideration – Ordinance 747 - Rezoning of Property at SE 19th and James St

SYNOPSIS:

The applicant, Jeff Stanbrough, has submitted the necessary petition and consent documents to initiate the Rezoning Process, for property generally located north of SE 19th St and east of South James. The 22 Acre property is currently Zoned A-1, and is identified as Urban Village upon the Future Land Use Plan.

Within the Comprehensive Plan, the term Urban Village is utilized only in reference to one of the goals. This particular goal was to create a pedestrian corridor along the abandoned Norfolk Southern Railway, and orient development towards it. Since the Council has not prioritized the acquisition of the railway, and the Comprehensive Plan is silent with respect to the land use type, staff has had to analyze other components of the plan in order to determine the most appropriate direction for the rezoning.

After consulting with the applicant, and completing an analysis of the site constraints and surroundings, it was determined that the highest and best use of the site would be a mixed-use development, containing medium density residential units, and commercial opportunities near the intersection. The proposed Zoning Classification in this case will be PUD.

As such, the applicant has provided a conceptual master plan for the 22-acre site. The northern approximate 3.7 acres is reserved for future SE 11th Street road right of way and storm water management. The middle approximate 10.4 acres demonstrates a 109-unit townhome development (7.7 units per acre). The southern approximate 6.5 acres currently demonstrates a 26,000 square foot church/religious facility. Within the 6.5 acre mixed use area, the applicant has also provided a possible development concept that demonstrates a more typical suburban style of commercial development, with an additional 32 residential units.

While the layout is provided only as a conceptual rendering of the site, staff has ensured that the basic minimum standards are being met (landscaping, dimensions, parking, access, etc). It appears that the site will conform to those minimum standards.



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

Per direction given to staff at the previous meetings, a Development Agreement has been drafted. The agreement outlines all of the particulars related to the future development of the property.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Set Public Hearing

Approve 1st Consideration, February 23rd, 2021

Approve 2nd Consideration, March 9th, 2021

BOARD/COMMISSION ACTION(S):

Recommendation of Approval, Planning and Zoning Commission, 02/02/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff is recommending approval of the third consideration of Ordinance 747

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: February 2, 2021
RE: SE 19th and S James (NE Corner) – Rezoning

GENERAL INFORMATION:

Applicant:

Jeff Stanbrough

Requested Action

Rezoning

Location

Northeast corner of SE 19th Street and South James Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Urban Village	A-1
North	Church	Civic	A-1
South	Vacant	General Commercial	A-1
East	Single-Family	Low Density Residential	R-4
West	Vacant	General Commercial	A-1

BACKGROUND:

The applicant is requesting approval of a rezoning from A-1 to Planned Unit Development (PUD) which will allow for the construction of townhomes and mixed-use. The development is located at the northeast corner of SE 19th Street and South James Street and is approximately 20.69 acres in total. The property is currently located within the Transportation Mixed Use Development Corridor District Overlay. However, the overlay standards will not apply to this property. The Development Agreement has outlined architecture standards that are consistent with the overlay standards so the development will be compatible to future development in the area.

The PUD will provide flexibility for permitted uses on the south 6.5 acres of the property. Two concept plans have been provided to demonstrate the desired flexibility of uses on the south portion of the site.

ANALYSIS:

Townhomes: Areas designated as Townhome Residential are intended for attached townhome development on postage stamp lots. Units along South James Street will be street oriented and provide driveway access from the internal private streets.

Townhome Development Standards:

Density: 8 dwelling units per acre

Setbacks:

Front – 30'

Rear – 20'

Side – 10'

Building Separation – 20'

Maximum Building Height: 35 Feet – 2 Stories

Minimum Dwelling Size: 1,200 square feet on main floor

Minimum Garage Size: 2 Car Attached

Building Materials: Minimum 20% brick/stone/masonry. Minimum 50%

brick/stone/masonry for units oriented towards S. James St

Open Space: Minimum 20%

Mixed-Use: The area designated as Mixed-Use is intended to provide flexibility for future use. The mixed-use area will allow uses permitted in the C-2 zoning district with the exception of a few uses. Religious uses have been added to the list of permitted uses for this area. Vertical mixed-use development will also be permitted to allow multi-family units above commercial development.

Density: Maximum 32 units

Open Space: Minimum 20%

Setbacks:

Front – 30'

Rear – 25'

Side (External) – 10'

Side (Internal) – 0'

Building Separation – 5'

Landscaping: A minimum of 30 feet of buffering will be provided between the townhomes and commercial uses. Buffering will also be provided on the north side of the project to shield the back of the townhomes from the future 11th Street right-of-way. Landscaping and “street tree” will be provided along the edges of the development along South James and SE 19th Street.

ROW Dedication: Right-of-way dedication will be required as part of the PUD.

South James Street – 10'

SE 19th Street – 27'

Future SE 11th Street Extension – 60'

City Improvement Easement along South James – 5'

Parkland Dedication: Approximately 1.98 acres of parkland dedication is required. A fee in lieu of providing parkland onsite will be an acceptable option for the City of build parks in the area.

STAFF RECOMMENDATION:

Staff would recommend approval of the SE 19th and S James (NE Corner) rezoning subject to any remaining staff comments.

CITY OF GRIMES

Evann Martin

Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~January 8, 2021~~

~~January 20, 2021~~

January 29, 2021

Civil Design Advantage

Attn: Keith Weggen

3405 SE Crossroads Drive, Suite G

Grimes, IA 50111

RE: SE 19th St and S James (NE Corner) - Rezone

Dear Project Contact:

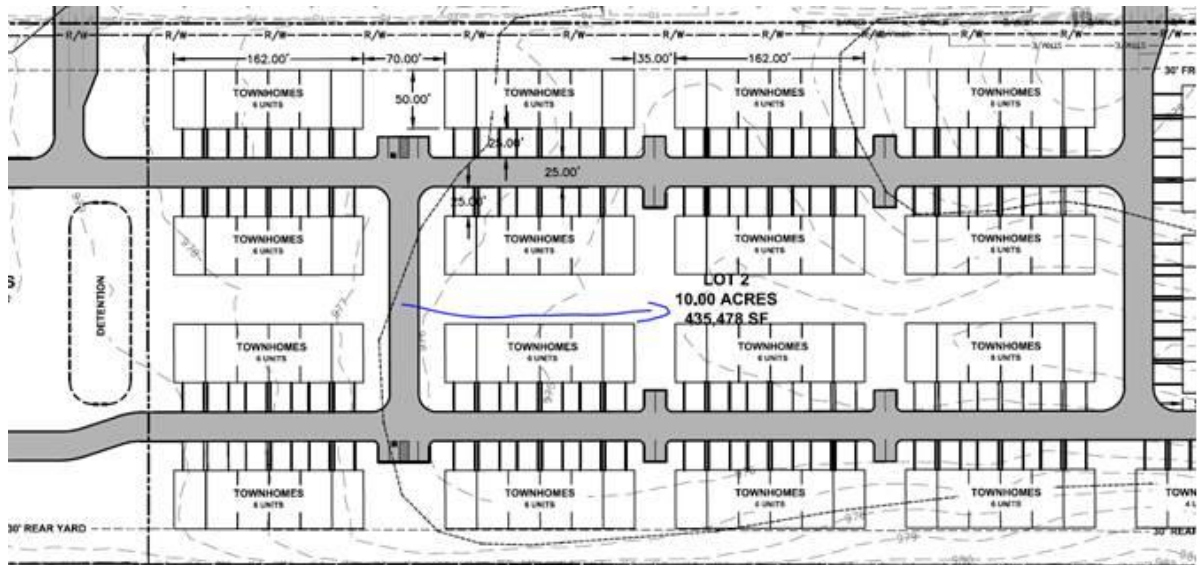
The Development Services Department is in receipt of a proposed Rezoning for the northeast corner of SE 19th St and S James St. Based on the review of the provided submittal materials, staff have the following comments:

Rezone Map

- ~~1. Update the map to reflect consenting percentage.~~

Concept Plan:

- ~~1. The PUD can allow a church as a permitted use so a special use permit and BOA approval is not required.~~
- ~~2. What is the need for the PUD? Provide justification. Provide an alternate concept for the site should the church not develop.~~
- ~~3. Is the townhome portion proposed to be phased?~~
- ~~4. Should this connection move north for better distribution? Or is this layout phase related? (see drawing below)~~



5. ~~Note that the access on SE 19th St is a Future RI/RO. Please label as future right in/right out.~~
6. ~~Show 8' trail along SE 19th Street.~~
7. ~~Provide future trail connection to the east to the railroad ROW. Please only show to the property line.~~
8. ~~Provide sidewalks on at least one side of private streets.~~
9. ~~Provide internal sidewalk connections between the church, townhomes, and SE 19th St.~~
10. ~~Are the townhomes intended to have their own lots?~~
11. ~~What is the proposed square footage of the church? We will need to verify that appropriate parking is provided. A minimum of 1 space per 3 seats in the auditorium is required.~~
12. ~~Please label the total number of townhomes units.~~
13. Provide an example of the townhome architecture. There should be some variation in elevation between the clusters of units (different siding, stone, colors, variation on location of materials). There should be at least three variations. Please provide example for the rear loaded units. **The rear loaded units should have more variation and detail similar to elevation with the garage. Flipping the elevation features and**

materials from the private street facing elevation to the James Street elevation and vice versa would be acceptable.

- ~~14. Parkland dedication is required. Section 159.07 of the Code of Ordinances provides how the acreage is calculated. Parkland is estimated at 1.05 acres. The City does not have plans for any parks in the area. We would request that a fee in lieu be utilized. If the church does not develop and additional townhomes are desired on site, additional parkland dedication will be required. To plan for the potential addition of units, Staff is planning to establish a maximum number of units for the entire site (14 acres) to accommodate potential future units. Parkland dedication will be required for the maximum number of units allowed on site.~~
- ~~15. Having additional visitor parking on northern most east-west road would be nice for the 13 northern most units.~~
- ~~16. How will the townhome units deal with garbage? Individually or dumpster?~~
- ~~17. Provide narrative for townhome details, ie: square footage, garages, 2 story or 1 story, etc.~~
- ~~18. Townhomes along S James will need to be street oriented. Staff would prefer a shared sidewalk in front of the townhomes parallel to the ROW with a few connections out to the trail. Consider providing connection to the internal sidewalk as well. This would also apply to the units on the east side. The sidewalk connections only have to extend to the property line.~~
- ~~19. Consider orienting the east townhomes toward the east and connecting the “front” doors to a trail within the development or to a future trail in the railroad ROW.~~
- ~~20. A landscape buffer along the east side will be required, as well as “street” trees along James and SE 19th St.~~
- ~~21. How will the proposed road to the north manage the flow from the floodplain?~~
- ~~22. Extend the driveways to 25’ on the sides of the roads with a sidewalk. This will ensure the sidewalk remains open if people park in the driveways.~~
- ~~23. The detention pond along SE 19th St will likely need to be a wet pond.~~
24. On Concept #2, staff does like that traffic will have to travel through the townhomes from James, especially given that the south entrance off of 19th Street will become RI/RO only in the future. Staff would prefer to see the commercial area extended north to the entrance off of James Street.

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: ~~January 15, 2021~~
 ~~January 27, 2021~~
 February 5, 2021
 (1 PDF of Rezoning Map and Concept Plan)

PLANNING & ZONING: February 2, 2021 at 5:30 at the Grimes City Hall

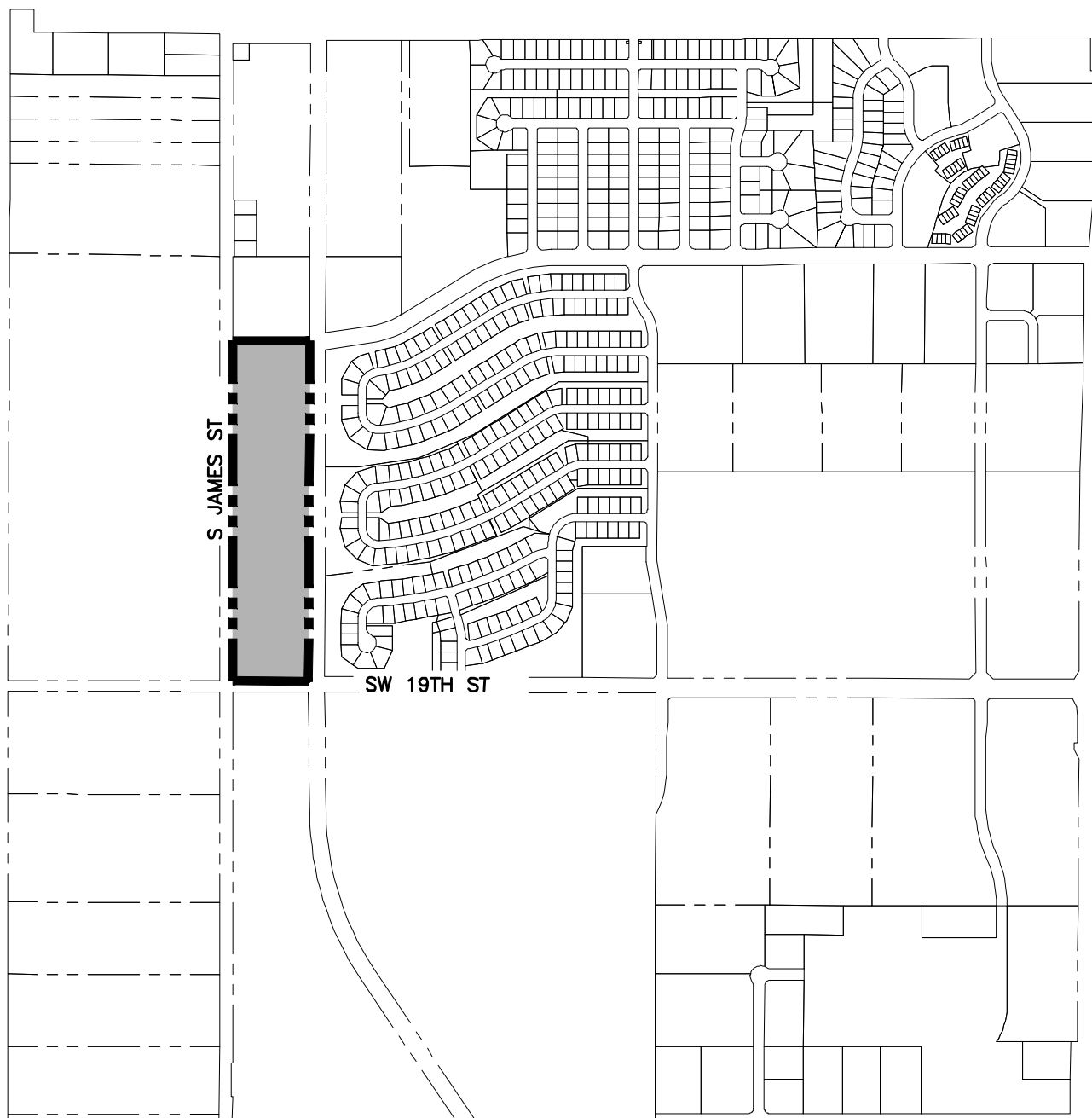
COUNCIL MEETING: February 23, 2021 at 5:30 at the Grimes City Hall

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

VICINITY MAP NOT TO SCALE



GRIMES, IOWA

OWNER

THE PHYLLIS R. WISE REVOCABLE TRUST,
MARK A PEITZMAN, TRUSTEE
30049 240TH ST
DALLAS CENTER, IA 50063-8160

APPLICANT

STANBROUGH REALTY COMPANY, LLC
10888 HICKMAN ROAD, STE 3B
CLIVE, IA 50325
CONTACT: JEFFREY D STANBROUGH
PH. (515) 202-6649

ENGINEER/SURVEYOR

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DR., SUITE G
GRIMES, IOWA 50111
CONTACT: KEITH WEGGEN
PH. (515) 369-4400

ZONING

EXISTING ZONING: A-1 AGRICULTURE DISTRICT

PROPOSED ZONING: PUD

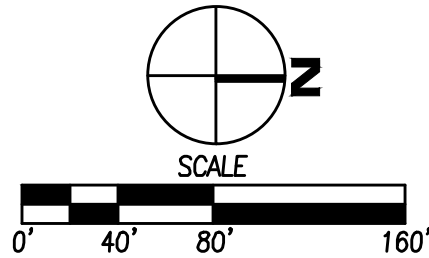
REZONING BOUNDARY DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), TOWNSHIP SEVENTY-NINE (79) NORTH, OF RANGE TWENTY-FIVE (25), WEST OF THE 5TH P.M., POLK COUNTY, IOWA LYING WEST OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD RIGHT-OF-WAY, EXCEPT THE NORTH SIX (6) ACRES THEREOF, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA.

SITE BOUNDARY DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), TOWNSHIP SEVENTY-NINE (79) NORTH, OF RANGE TWENTY-FIVE (25), WEST OF THE 5TH P.M., POLK COUNTY, IOWA LYING WEST OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD RIGHT-OF-WAY, EXCEPT THE NORTH SIX (6) ACRES THEREOF, AND EXCEPT THE WEST 40.00 FEET THEREOF, AND EXCEPT THE SOUTH 33.00 FEET THEREOF, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA.

PETITION FOR CHANGE IN ZONING CLASSIFICATION						
	Name of Property Owner	Mailing Address	Total Area of Property (SF)	Area within 250' of Rezoning (SF)	% of Total SF within 250' of Rezoning	Consenting %
1	EBH INC (Capital Agri Prop Serv)	801 Warrenville Rd. Ste 150 Lisle, IL 60532	3,337,131	475,197	44.60%	
2	ST Peter Lutheran Church	1001 S James St. Grimes, IA 50111	240,887	117,448	11.02%	44.60%
3	Townhomes at Meadowlark South	6900 Westown Pkwy West Des Moines, IA 50266	197,327	16,433	1.54%	
4	Meadowlark South Homeowners Association	6900 Westown Pkwy West Des Moines, IA 50266	381,586	95,193	8.93%	
5	John D Isenhardt	307 SE 12th St. Grimes, IA 50111	9,467	2,781	0.26%	
6	William R Robinson	303 SE 12th St. Grimes, IA 50111	8,431	4,681	0.44%	
7	Matthew D Danford	302 SE 13th St. Grimes, IA 50111	8,097	4,406	0.41%	
8	Shaun M Krcil	306 SE 13th St. Grimes, IA 50111	9,459	3,544	0.33%	
9	Lori A Schoenauer-Hewlett	310 SE 13th St. Grimes, IA 50111	10,162	21	0.00%	
10	Meadowlark South Homeowners Association	6900 Westown Pkwy. West Des Moines, IA 50266	113,685	81,141	7.61%	
11	Max E Willhite	309 SE 14th St. Grimes, IA 50111	9,127	887	0.08%	
12	Chelsea M Diehl	305 SE 14th St. Grimes, IA 50111	8,410	4,487	0.42%	
13	Adam D Feller	303 SE 14th St. Grimes, IA 50111	7,097	3,864	0.36%	
14	Gary G Schroeder	300 SE 14th St. Grimes, IA 50111	6,760	3,587	0.34%	
15	Fred C Krefting	304 SE 14th St. Grimes, IA 50111	9,385	4,827	0.45%	
16	Justin D Woehl	308 SE 14th St. Grimes, IA 50111	8,225	669	0.06%	
17	Meadowlark South Homeowners Association	6900 Westown Pkwy. West Des Moines, IA 50266	224,141	76,123	7.14%	
18	Laura Secory	321 SE 17th Ct. Grimes, IA 50111	8,124	2,523	0.24%	
19	James A Julius	317 SE 17th Ct. Grimes, IA 50111	7,507	4,090	0.38%	
20	Tamara D Hawkins	313 SE 17th Ct. Grimes, IA 50111	6,630	3,380	0.32%	
21	John S Smith	309 SE 17th Ct. Grimes, IA 50111	6,552	3,300	0.31%	
22	Kenneth W Johnson	305 SE 17th Ct. Grimes, IA 50111	11,382	4,794	0.45%	
23	EBH INC (Capital Agri Prop Serv)	801 Warrenville Rd. Ste 150 Lisle, IL 60532	4,687,056	19,519	1.83%	1.83%
24	EBH INC (Capital Agri Prop Serv)	801 Warrenville Rd. Ste 150 Lisle, IL 60532	1,840,654	100,385	9.42%	9.42%
25	Diane M Britson	111 Snake Dance Dr. Harker Heights, TX 76548	806,731	32,287	3.03%	
			11,964,013	1,065,567	100.00%	55.85%



OWNER: THE PHYLLIS R. WISE REVOCABLE TRUST,
MARK A. PEITZMAN, TRUSTEE.
ADDRESS: 30049 240TH ST. DALLAS CENTER, IA 50063
EXISTING ZONING: A-1
PROPOSED ZONING: PUD

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PLOT BY: NICOLE REIL
TECH: ENG
COMMENT: ENG

DATE

REVISIONS

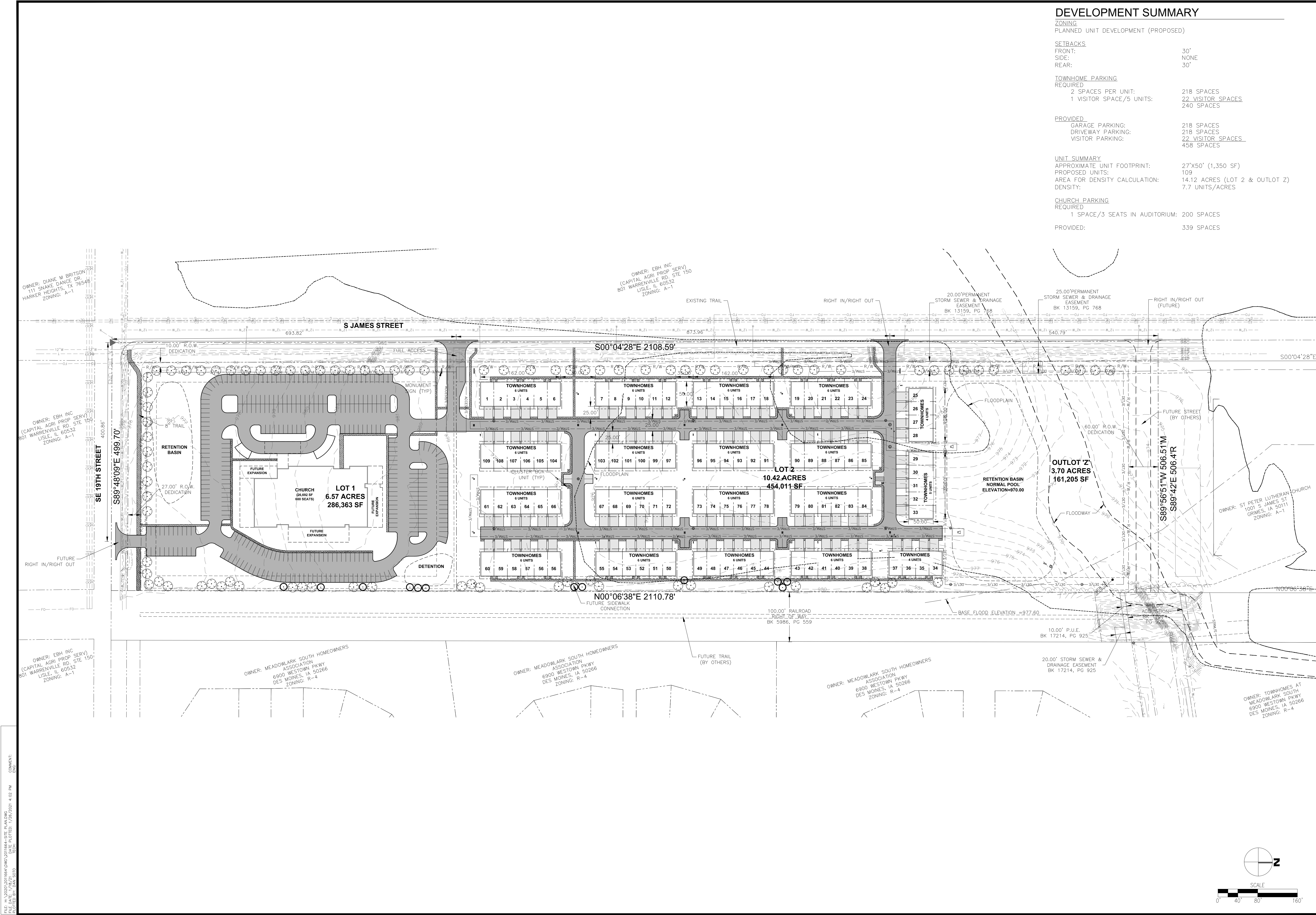
01/15/2021
12/22/2020

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

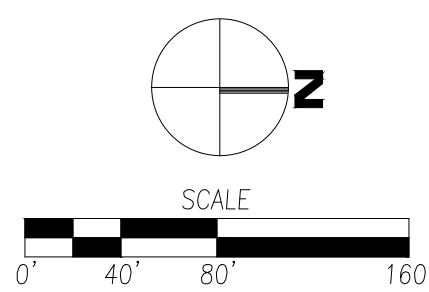
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SE 19TH STREET & S JAMES STREET
REZONING MAP

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 COMMENT: ENG.



DATE

REVISIONS

SUBMITTAL #1

3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PHONE: (515) 369-4400 FAX: (515) 369-4410

TECH:DSH

ENGINEER:

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

S JAMES PLAT 1

CONCEPT #1

1

2011.664

REVISIONS	DATE
SUBMITTAL #1	01/26/2021

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

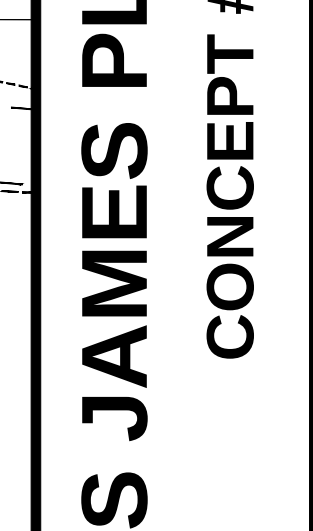
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CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

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PLOT BY: DAN SOTO
TECH:
COMMENT:
ENG:

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BROOKSIDE TOWNHOMES
311 SW BROOKSIDE DR.
GRIMES, IA

DESCRIPTION	DATE
PRELIMINARY SET	09/14/2019
APPROVAL SET	11/02/2019
FINAL SET	04/03/2020

PLAN NO.	1904
Sheet Title	EXTERIOR ELEVATIONS
Sheet No.	A2.1

A2.1

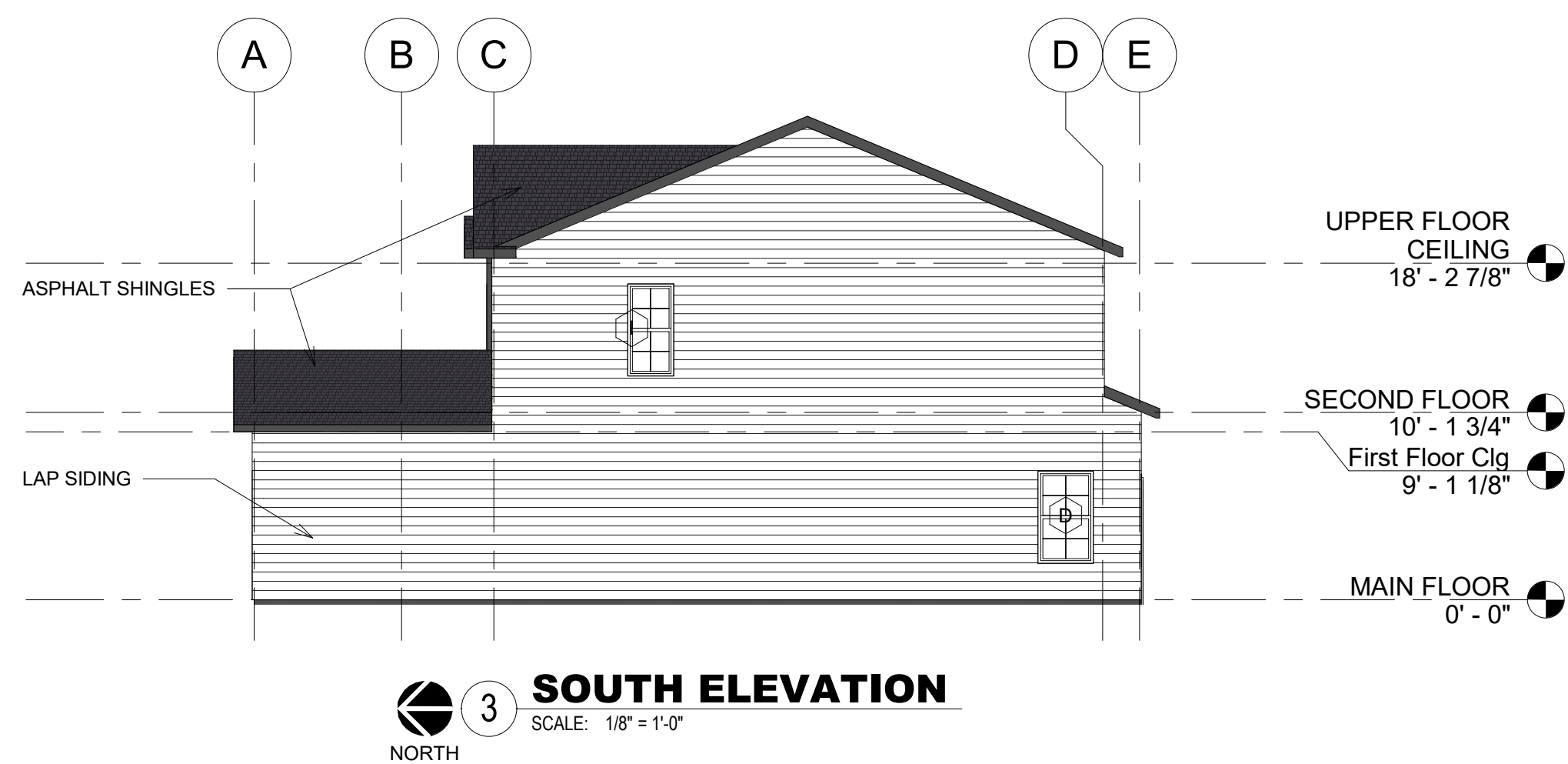
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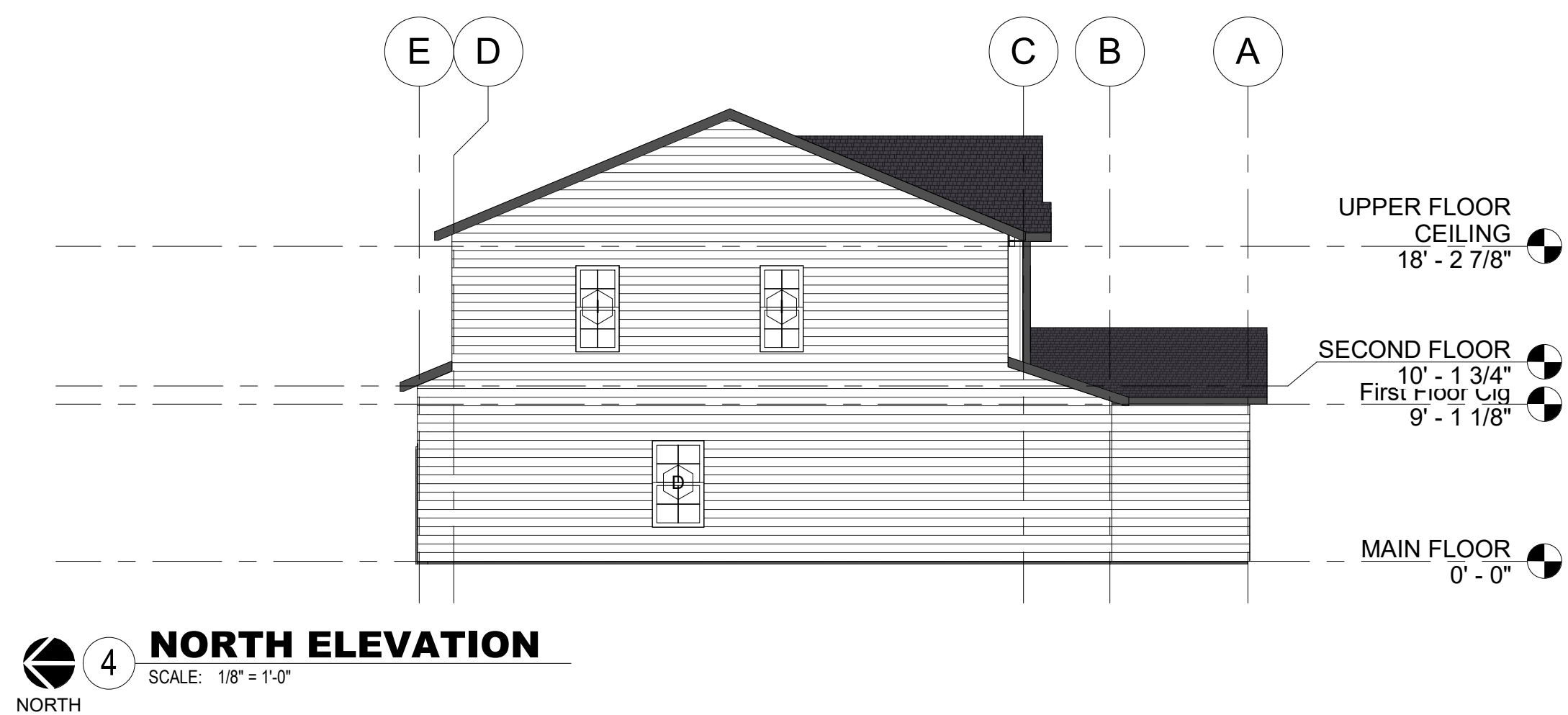
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SCALE: 1/8" = 1'-0"
NORTH



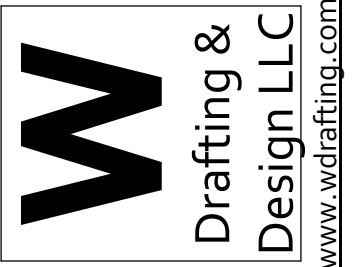
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NORTH



4 NORTH ELEVATION
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NORTH

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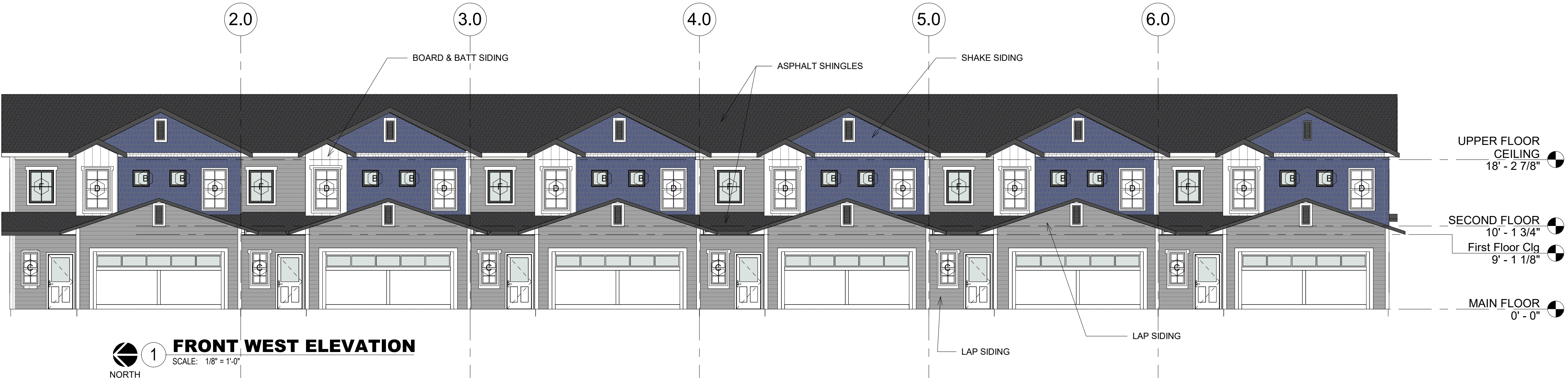


BROOKSIDE TOWNHOMES
311 SW BROOKSIDE DR.
GRIMES, IA

DESCRIPTION	DATE
PRELIMINARY SET	09/14/2019
APPROVAL SET	11/02/2019
APPROVAL SET	04/03/2020
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PLAN NO.	1904
Sheet Title	EXTERIOR ELEVATIONS
Sheet No.	A2.1

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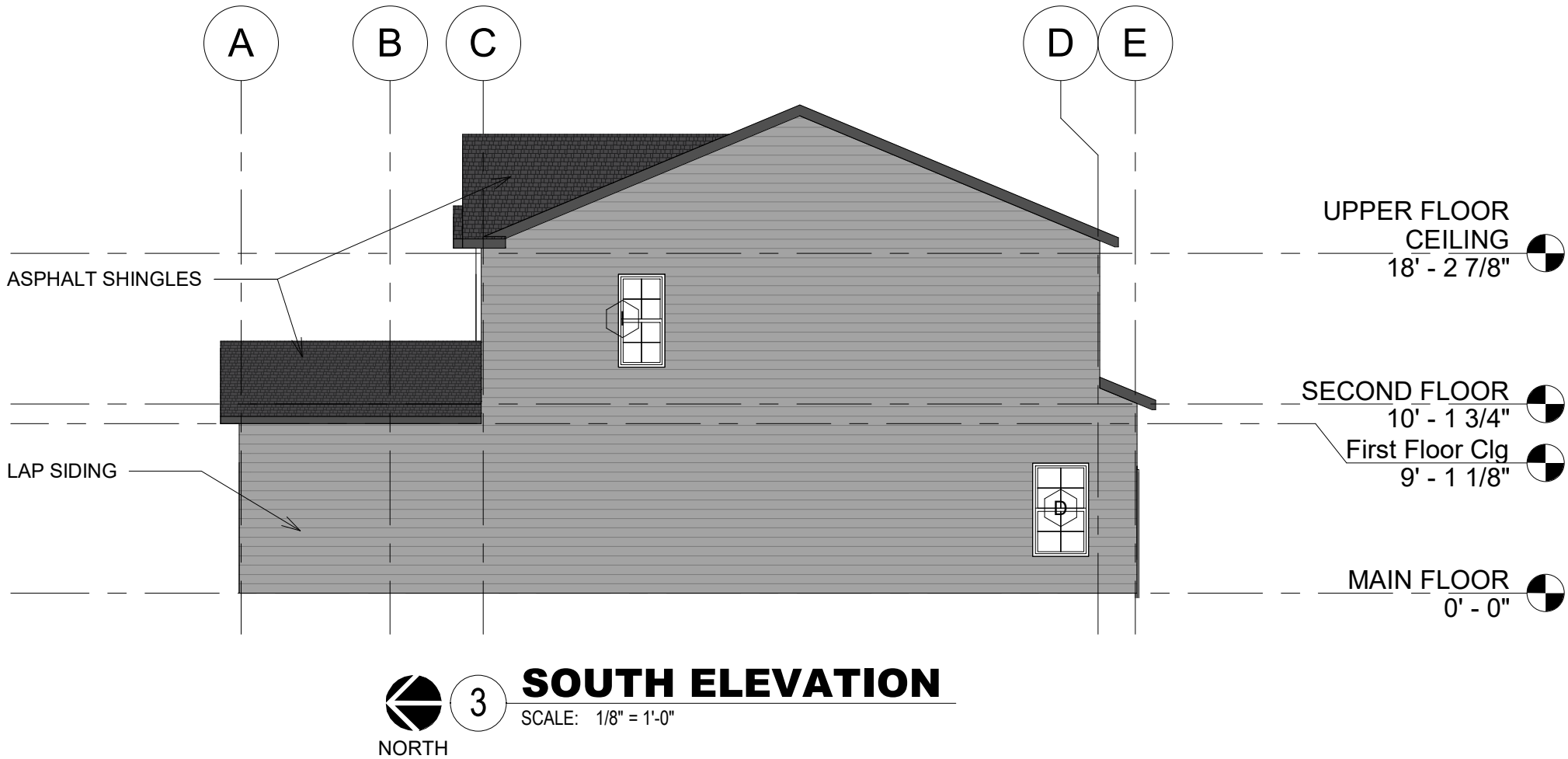
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ANY AND ALL LOCAL COVENANTS.
GENERAL CONTRACTOR TO VERIFY
ALL FINISH MATERIAL SELECTIONS
W/ OWNER.



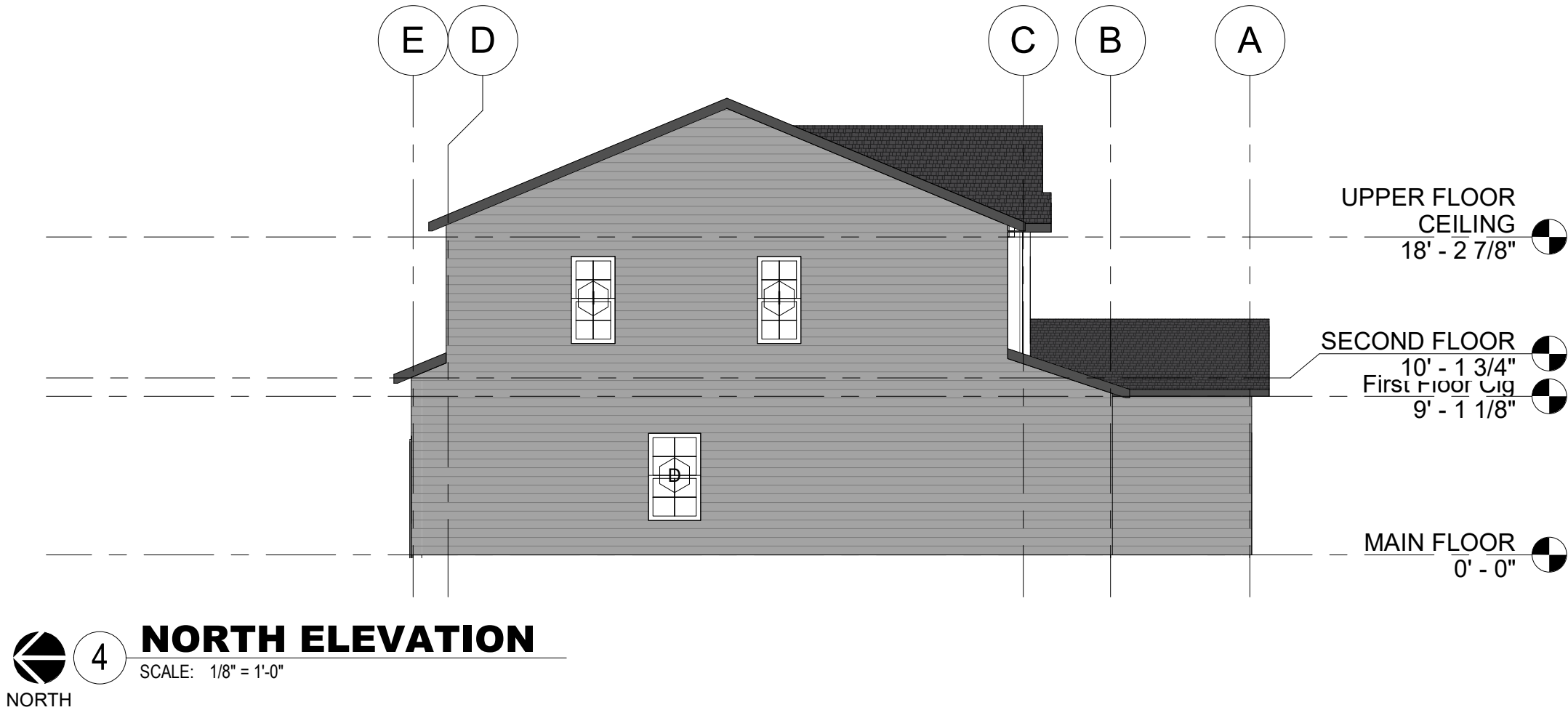
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NORTH



2 EAST ELEVATION
SCALE: 1/8" = 1'-0"
NORTH



3 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"
NORTH



4 NORTH ELEVATION
SCALE: 1/8" = 1'-0"
NORTH

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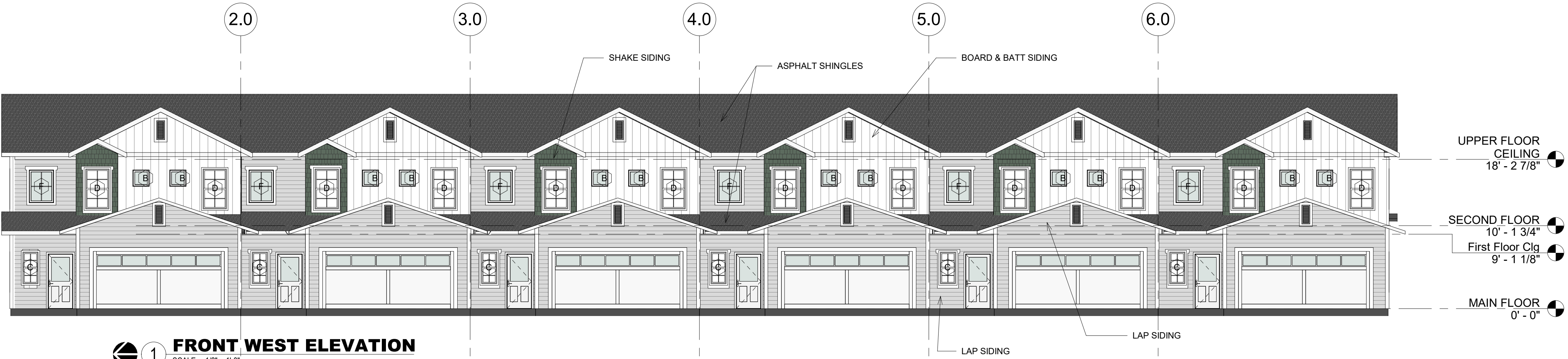
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Drafting &
Design LLC
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BROOKSIDE TOWNHOMES
311 SW BROOKSIDE DR.
GRIMES, IA

DESCRIPTION	DATE
PRELIMINARY SET	09/14/2019
APPROVAL SET	11/02/2019
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ISSUED FOR APPROVAL

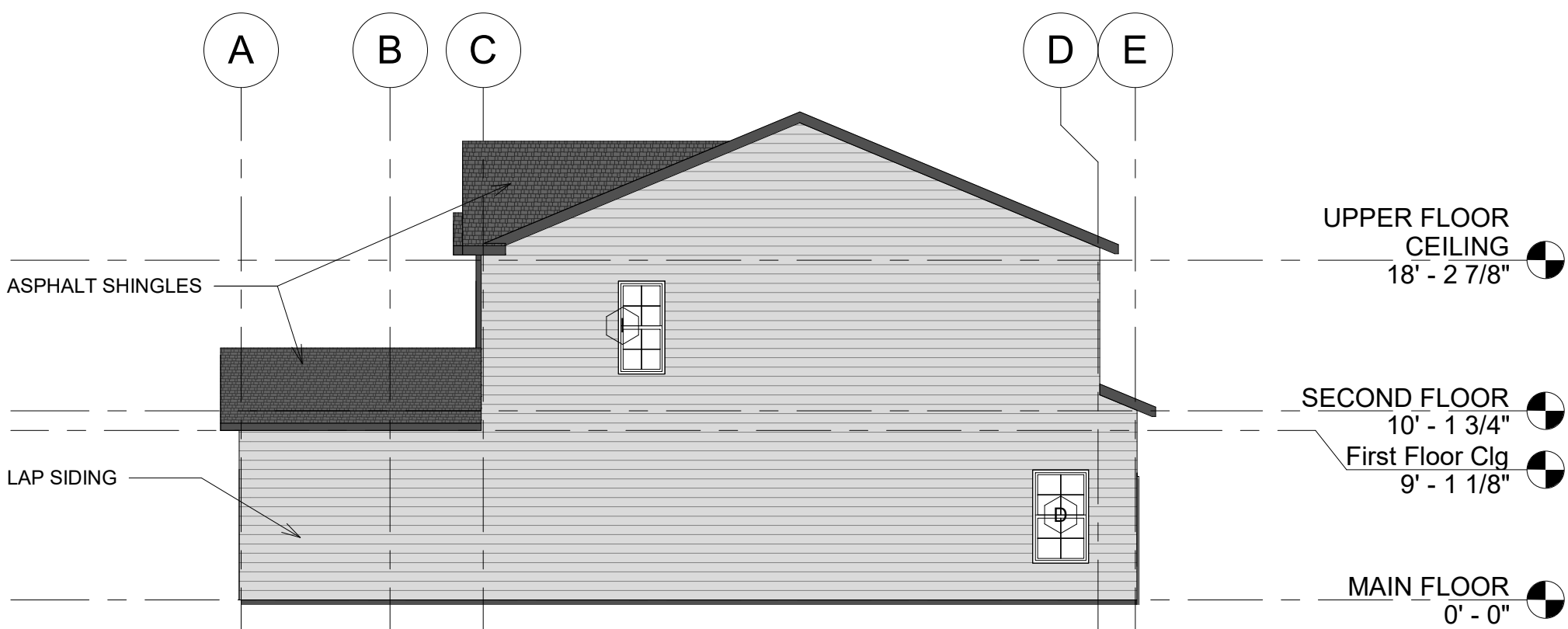
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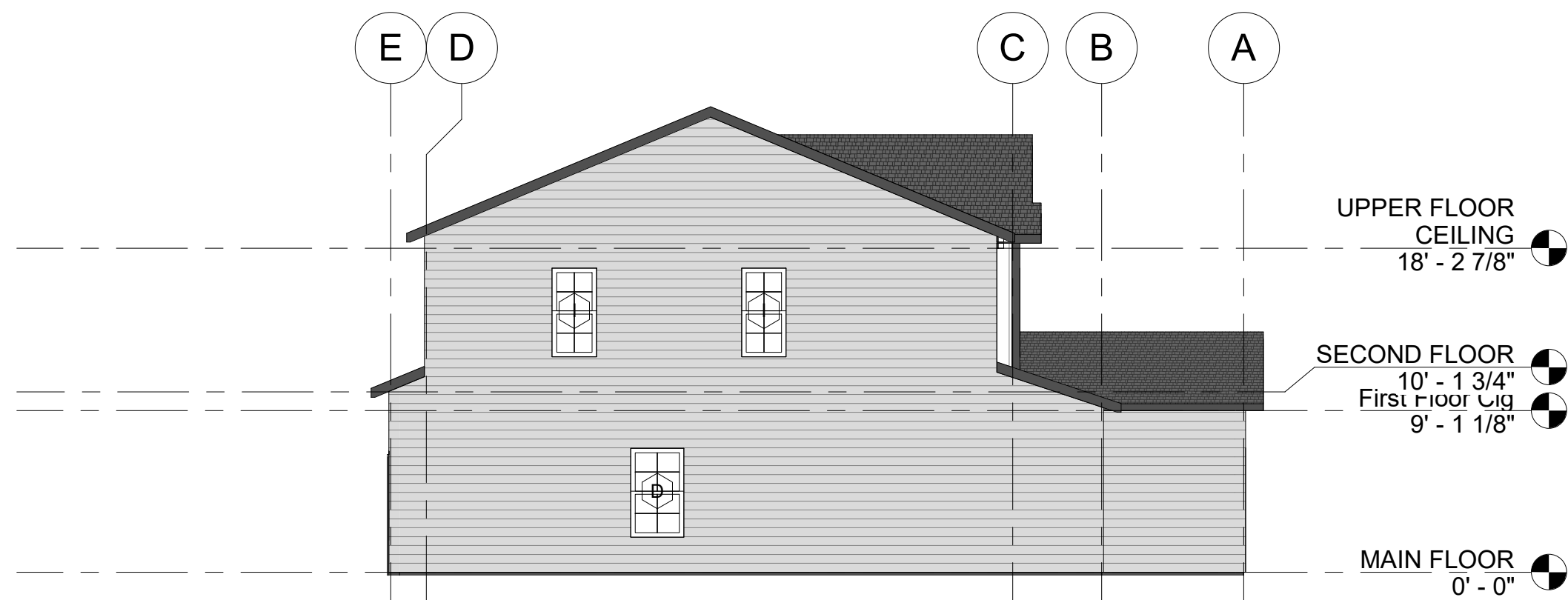
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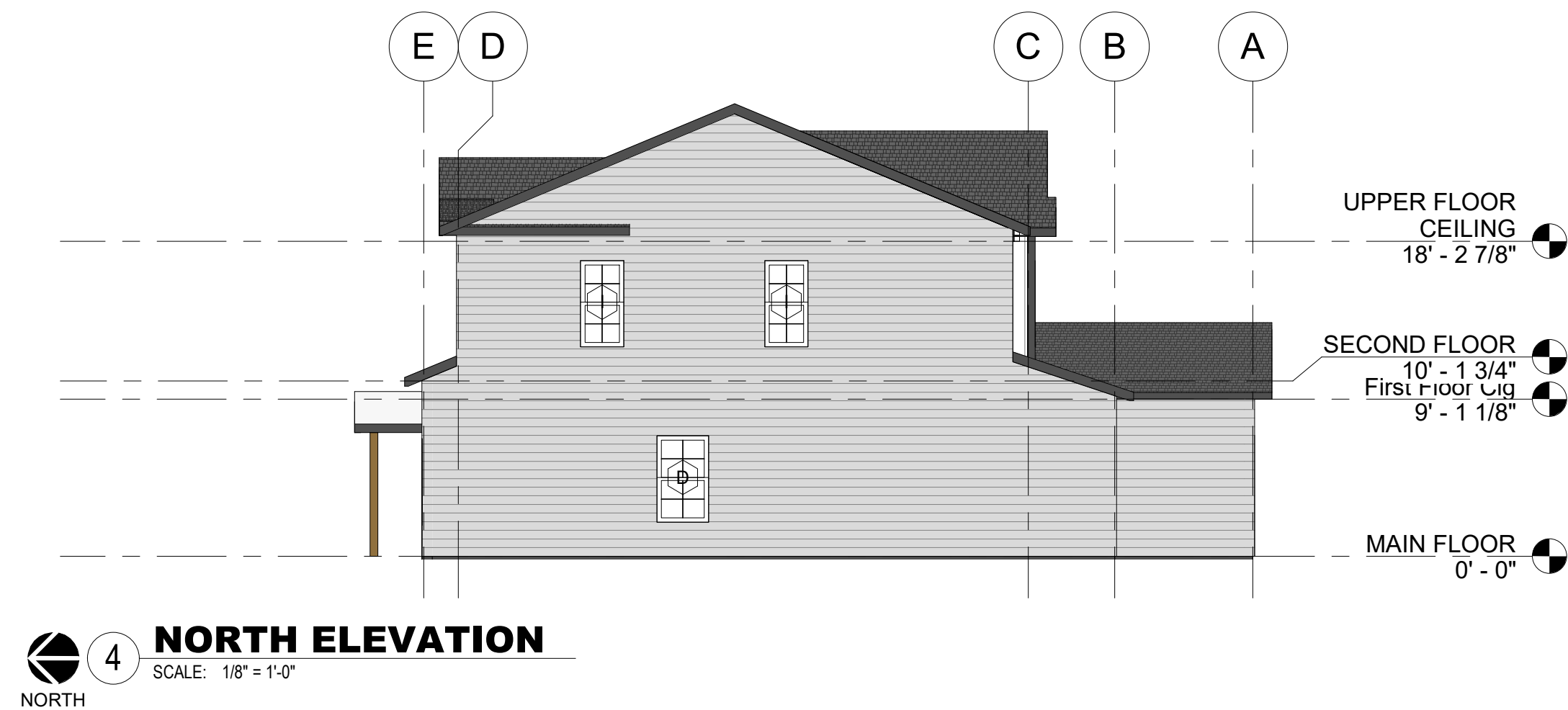
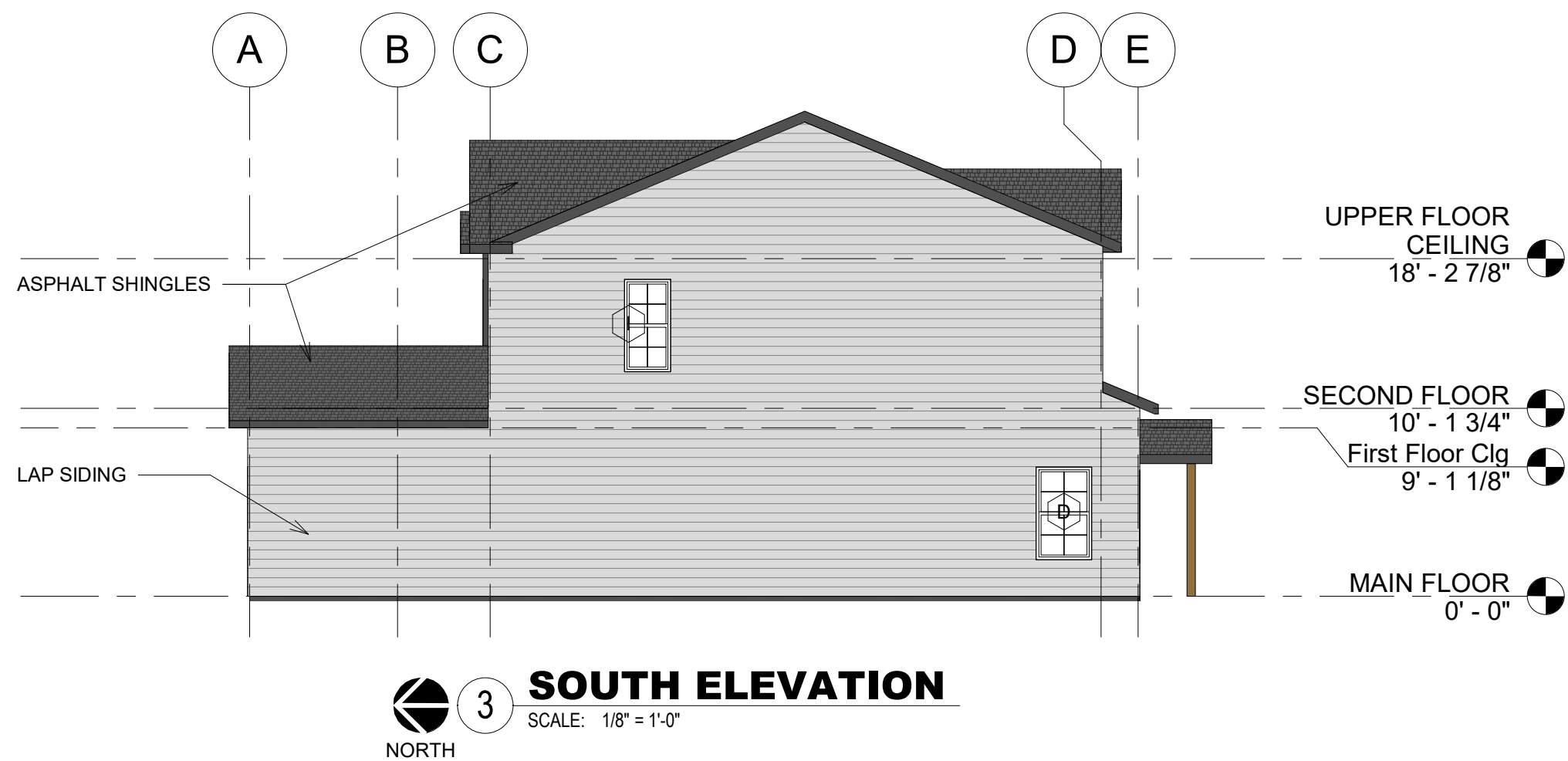
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NORTH



3 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"
NORTH



4 NORTH ELEVATION
SCALE: 1/8" = 1'-0"
NORTH



GENERAL CONTRACTOR TO VERIFY EXTERIOR ELEVATIONS AND MATERIAL QUANTITIES COMPLY W/ ANY AND ALL LOCAL COVENANTS. GENERAL CONTRACTOR TO VERIFY ALL FINISH MATERIAL SELECTIONS W/ OWNER.

Todd Wiskus, W Drafting & Design LLC, and/or its employees & owners are not architects or engineers. Construction documents are not to be used for construction without the services of a professional. The builder, developer and/or homeowner for whom these plans were drawn, hold harmless Todd Wiskus, W Drafting & Design LLC, and/or its employees & owners from any claims or damages that may arise from the use of these documents. The contractor is ultimately responsible for the coordination, construction, dimensions and integrity of the built structure.

W
Drafting &
Design LLC
www.wdrafting.com

BROOKSIDE TOWNHOMES
311 SW BROOKSIDE DR.
GRIMES, IA

ISSUED FOR APPROVAL

DESCRIPTION	DATE
PRELIMINARY SET	09/14/2019
APPROVAL SET	11/02/2019
APPROVAL SET	04/03/2020
Copyright 2019 by W Drafting & Design LLC	
PLAN NO.	1904
Sheet Title	EXTERIOR ELEVATIONS
Sheet No.	A2.1



① ALTERNATE FRONT ELEVATION
1/8" = 1'-0"



② ALTERNATE REAR ELEVATION
1/8" = 1'-0"



③ ALTERNATE LEFT ELEVATION
1/8" = 1'-0"



④ ALTERANTE RIGHT ELEVATION
1/8" = 1'-0"

GENERAL CONTRACTOR TO VERIFY
EXTERIOR ELEVATIONS AND
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GRIMES, IA

DESCRIPTION
EXTERIOR ELEVATION SUBMITTAL

DATE
03-02-2021

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Design LLC

PLAN NO.
1904

Sheet Title
ALT. EXTERIOR
ELEVATIONS

Sheet No.

A2.1A

ISSUED FOR APPROVAL



ORDINANCE #747

AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 165.47 TO PROVIDE FOR THE FOLLOWING REZONING REQUEST:

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 20.7 acres legally described on Exhibit A (the "Property") from A-1 (Agriculture) to R-4 (Planned Unit Development)

SECTION 2. ADDITIONAL ZONING RESTRICTIONS. As part of this Ordinance and the rezoning established herein, certain permanent conditions and restrictions are hereby imposed upon the Property, which conditions and restrictions are in addition to existing regulations for the R-4 Zoning Classification. Said restrictions are set forth in the Zoning Change and Development Agreement (the "Agreement") by and between the City of Grimes, Iowa, and Stanbrough Realty, LLC. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Grimes, Iowa; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor. All such conditions and restrictions are established and such Agreement executed and entered into, pursuant to and in accordance with the provisions of Section 414.5 of the 2020 Code of Iowa, as amended.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council and approved by the City Council shall be approved.

ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

Exhibit A

Legal Description of Property

ALL THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), TOWNSHIP SEVENTY-NINE (79) NORTH, OF RANGE TWENTY-FIVE (25), WEST OF THE 5TH P.M., POLK COUNTY, IOWA LYING WEST OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD RIGHT-OF-WAY, EXCEPT THE NORTH SIX (6) ACRES THEREOF, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA.

HOPE COMMERCIAL ZONING CHANGE AND DEVELOPMENT AGREEMENT

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2021, by and between the City of Grimes, IOWA, a municipal corporation (the "City") and Stanbrough Realty, LLC, (referred to herein as "Property Owner"), collectively referred to as ("the Parties");

WHEREAS, Property Owner owns certain real property located within the corporate limits of the City which is legally described on Exhibit "A", attached hereto (the "Property"), which Property is presently zoned A-1.

WHEREAS, the Property Owner has submitted a master plan prepared by Civil Design Advantage, identifying the Property to be developed as a mixed-use neighborhood as set forth in Exhibit "B", attached hereto (the "Master Plan"); and

WHEREAS, the City and Property Owner now desire that the Property be rezoned from A-1 to PUD, prior to development in accordance with, and in consideration of, the provisions of this Agreement and Section 414.5 of the Iowa Code; and

WHEREAS, Property Owner and the City wish to set forth their agreements with respect to the conditions and restrictions which will arise with respect to the Property as a result of such rezoning and development.

NOW, THEREFORE, in consideration of the above premises, the rezoning of the Property and the promises and agreements set forth herein, it is hereby agreed between Property Owner and the City as follows:

- 1) Rezoning. The property shall be rezoned from A-1 to PUD.
- 2) Master Plan. As required by the PUD regulations, the Property Owner has submitted a master plan, as shown on Exhibit "B", in conjunction with the Property Owners request for rezoning to PUD to allow for the development of the property for a commercial, and residential use neighborhood, referred to herein as the South James Development. The overall intent of the neighborhood is to provide reasonable accommodations for development, while preserving the natural areas, and integrating pedestrian facilities with the edges of the development. The Property Owner agrees that the development of the property shall be consistent with the master plan and shall satisfy the following requirements. Any area not addressed within this development agreement shall follow the City of Grimes Zoning Ordinance.
 - (a) Phasing of Subdivision. It is understood that the Property Owner intends to phase the development of the property, and that the Property Owner agrees to obtain

approval from the City of a Final Plat, which subdivides all of the Property into lots and outlots (referred to herein individually as a “Lot” or collectively as the “Lots”).

- (b) Site Plans Required. Property Owner agrees that preliminary plats and site plans will be required for the proposed improvements within each subdivision or lot. Preliminary Plats shall include sufficient details to ensure that the minimum development standards for the Property can be achieved.
- 3) Development Intent. Located along the east side of South James and north of SE 19th Street, the South James Development will consist of, generous open spaces, medium density residential dwellings, and neighborhood oriented commercial uses. Each use area is further described as follows.
 - (a) Townhome Residential. Areas designated as Townhome Residential are intended for traditional attached dwelling units. No multi-family units or commercial uses of any kind will be allowed in these areas. Detached dwellings are considered acceptable, provided they are constructed with the benefit of an owner’s association. Driveways are to be connected to the private streets and constructed with attached garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes. For units that orient towards South James Street, and the adjoining railway, garages shall be rear loaded, with the front door facing away from the development.
 - (b) Mixed-Use. Areas designated as Mixed-Use are intended to be located towards the southern end of the South James Development and provide support services for the adjoining residential developments. This area is to be pedestrian friendly, where a mix of commercial and residential uses are permitted. This area shall also be permitted to be used for a religious facility. Residential and/or Office uses above commercial space are allowed. If the property is developed in a vertical mixed-use format, it is anticipated that the development provides a minimum of one (1) floor of commercial, with a maximum of two (2) floors of residential above. If the property is developed in a horizontal mixed-use format, there shall provide a balanced arrangement of residential and commercial uses. Buildings within the Mixed-Use area shall conform to standards within this document, and be reviewed by the City of Grimes. This area may also develop in a traditional commercial format, with no residential uses.
- 4) Townhome Residential. This area is intended to accommodate the construction of attached dwelling units. The following regulations shall be applicable to any area identified as Townhome Residential, as generally shown on the Master Plan.
 - (a) Lot Dimensions. No minimum lot dimensions shall apply. Postage Stamp lot development is permitted.

(b) Density. The maximum density within the Townhome Residential area shall be eight (8) units per acre.

(c) Setbacks. The following setbacks shall apply to all units:

- (i.) Front Yard – Thirty (30) Feet – External Property Lines
- (ii.) Rear Yard – Twenty (20) Feet – From Private Street or Private Sidewalk
- (iii.) Side Yard – Ten (10) Feet – From Private Street
- (iv.) Building Separation – Twenty (20) Feet – From Building Groups

A two (2) foot projection for non-habitable space is permitted, however the projection must meet all applicable building/fire code standards.

(d) Minimum Dwelling Size. All dwellings with two more bedrooms must have a total finished area of not less than nine hundred (900) square feet, exclusive of garage area. All units with 1 bedrooms must have a minimum total finished area of five hundred (500) square feet, exclusive of garage area. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

Up to 50% of the units are allowed to be one (1) bedroom units.

(e) Height. The maximum height of any building shall be two (2) stories above grade (35-Feet maximum).

(f) Garage. A minimum two (2) car attached garage shall be provided for every unit containing 2 bedrooms or more. A minimum of one (1) car attached garage shall be provided for every unit containing only 1 bedroom.

(g) Parking. Visitor Parking shall be provided in accordance with the Grimes Zoning Ordinance. For every 5 single-bedroom/single-car garage dwellings, an additional visitor parking space shall be provided. This may be reduced by way of providing an additional parking space adjacent to the driveway of the single-bedroom/single-car garage dwelling.

(h) Building Materials. All units shall be constructed with combinations and varying sizes of horizontal and lap siding and architectural grade asphalt shingles. A minimum of ten (10%) percent of the front façade of the buildings shall be clad in brick/stone or masonry. For those buildings that orient towards South James Street, a minimum of fifty (50%) percent of the front façade shall be clad in brick/stone or masonry. Comparable alternatives, such as Nichiha fiber cement panels (or similar product) shall be considered a viable substitute for brick/stone or masonry. The units should be designed in a way that compliments the architecture of the dwellings within the area. More specifically, attempts to include front porches, dormers and other decorative treatments shall be made. Repetition of front facades shall be

discouraged, and a minimum of 3 elevation packages shall be provided. The elevation packages should include varying colors, siding textures, and brick/stone or masonry.

- (i) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.
- (j) Open Space. A minimum of twenty (20%) percent open space shall be provided.
- (k) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage. Street trees shall be a combination of diverse species with no more than five trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space trees. Foundation plantings should be provided for units facing South James Street for the South James Street facing facades only.

- (l) Pedestrian. Connections from the units, to a common pedestrian network shall be provided. Future accommodations for trail connections to the east should be planned for, and constructed by the property owner or association. A five (5) foot PCC sidewalk shall be provided on at least one side of any internal private street.

- 5) Mixed Use Regulations. This area is intended to provide an opportunity for a range of uses including religious, commercial and residential. The mix of uses can be developed in both vertical and/or horizontal mixed use formats, as well as a traditional commercial development format. The primary design consideration is that the uses are developed in a cohesive pattern with careful consideration of the orientation of the buildings along South James and SE 19th Street. An overall design theme and concept plan shall be developed for the entirety of the development and presented at the time of the plan approval.

- (a) Permitted Uses. Townhomes, multi-family units above commercial buildings, religious uses or any permitted use within the C-2 Zoning District shall be permitted, with the exception of the following.
 - (i.) Heavy Automotive Body Repair/Vehicle Repair. Light service or repair shall be permitted.
 - (ii.) Any outdoor exercise areas/runs for domesticated animal boarding/kennels shall be limited to use during normal business hours.
 - (iii.) Industrial Warehouse Facilities
 - (iv.) Mini Storage/Self Storage Facilities

(v.) Used Car Lots

- (b) Format. In a vertical mixed-use format, the building shall provide a minimum of one (1) floor of commercial. In a horizontal mixed-use format, the overall Mixed-Use Area shall be distributed with approximately fifty (50%) percent of the area devoted towards commercial, and the balance being devoted to residential. The overall residential density shall not exceed the maximums identified herein
- (c) Density. The maximum number of residential units within the Mixed-Use Area shall be 32 units.
- (d) Building Setbacks. The following setbacks shall apply to all buildings:
- (i.) Front Yard – Thirty (30) Feet
 - (ii.) Rear Yard – Twenty-Five (25) Feet
 - (iii.) Side Yard (External) – Ten (10) Feet
 - (iv.) Side Yard (Internal) – Zero (0) Feet
 - (v.) Building Separation – Five (5) Feet
- (e) Parking Setbacks. All parking lots shall have a minimum setback of ten (10) feet along public streets. For internal property lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.
- (f) Parking Requirements. Off-street parking shall be provided based on the individual uses defined at the time of site plan approval in accordance with the Grimes Zoning Ordinance. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than twenty (20) parking spaces shall be provided without a landscaped island.
- (g) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structures and shall be in conformance with the Grimes Zoning Ordinance.
- (h) Open Space. A minimum of twenty (20%) percent open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space.

- (i) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage. Street trees shall be a combination of diverse species with no more than five trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space trees, however all terminal parking lot island shall be landscaped with trees.

- (j) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access should include strong connections from the public right of way, to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one side of any internal private street.

- (k) Height. The maximum height of any building shall be three (3) stories above grade, forty-five (45-feet).

- (l) Religious and Commercial Building Materials. Building design shall include a variety of architectural elements and materials in order to break down the massing of the large building so that its scale is compatible to the adjoining single-family neighborhood. A minimum of sixty (60%) percent of all façades (exclusive of doors/windows) shall contain brick/stone, or similar concrete or masonry materials.

- (m) Townhomes. All standalone townhome units constructed within the Mixed-Use Area, shall comply with the Townhome Residential requirements contained herein.

- (n) Multi- Family. The following regulations shall be applicable to any multi-family unit constructed within the Mixed-Use area. All multi-family units must be constructed over commercial tenant space of a similar sized footprint.

- (i.) Minimum Dwelling Size. The minimum finished floor area shall be five hundred (500) square feet.

- (ii.) Height. The maximum height of any standalone multifamily building shall be three (3) stories above grade (45-Feet maximum).

- (iii.) Parking. A minimum of one and one quarter (1.25) parking stalls per unit shall be provided. Parking lots and any detached garage structures shall not face the public streets. Accommodations for bicycle parking should be provided as part of the site design. A terminal landscaping island shall be

provided at the beginning and end of every parking row. No more than twenty (20) parking spaces shall be provided without a landscaped island.

(iv.) Building Materials. All units shall be constructed with a cementitious siding material with a fifty (50) year warranty (i.e.: similar to James Hardi Plank or LP Smart Side siding) and architectural grade asphalt shingles. A minimum of eighty (80%) percent of the front façade shall be clad in brick/stone or masonry. Additionally, door and window trims shall be utilized throughout the design.

(v.) Façade Design. Not more than one hundred and eighty (180) feet of continuous building façade width shall face out to the public street. Building facades shall include a variety of architectural elements in order to bring the scale of the large building down to that of the adjoining single-family neighborhood. The use of dormers, cupola, and articulation of the roof is required in order to bring the scale of the large building down to that of the adjoining single-family neighborhoods.

(o) Common Spaces. Planned plazas, patios, courtyards or other similar public spaces are encouraged and expected to be included as part of the site design. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space.

(p) Signage. Through the development of a site plan, or master plan, a signage package shall be developed that clearly communicates the intent for the development as a whole. It is expected that the sign package, inclusive of building signs, monument signs, and directional signs, be designed consistently and holistically. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance. For the purposes of establishing a Zoning District, the site shall be subject to the C-2 Sign Regulations.

(q) Outdoor Storage. No outdoor storage is permitted upon the site.

6) Buffering

(a) Provision of Buffers. The provision of adequate buffering and landscaping shall be thoroughly evaluated and approved by the City of Grimes as part of the site plan approval. Additional buffer and landscaping may be required at that time in response to additional details of the use, buildings, parking, loading areas, mechanical equipment, etc. to be implemented.

- (b) Mixed Use Buffers. Landscape buffers for townhome areas within the mixed-use zone shall include a thirty (30) foot buffer when adjacent to commercial lots.
- (c) Townhome Buffers. A thirty (30) foot buffer along the north side of the Townhome Residential Area shall be provided between the townhome buildings and detention area.
- (d) Buffer Landscape Quantities. Thirty (30) foot landscape buffers shall provide the following number of trees per fifty (50) feet of linear buffer: One (1) overstory tree, two (2) understory trees and one (1) evergreen tree.
- (e) Berming and Screening. Earth berming shall be implemented whenever possible to enhance buffering and screening of otherwise negative site elements and to aid in ensuring year-round screening, but is not required. Buffers should be designed to achieve the maximum amount of screening of negative elements from the maximum number of viewpoints with vegetation layered to ensure adequate blockage of views and to create depth and a sense of naturalness. Care should be taken to ensure that 'thru-views' under tree canopies are adequately blocked. It is recognized that some views of businesses are desired; therefore, buffer vegetation may be clustered and situated to screen parking and drive throughs associated with the businesses and other negative site elements such as trash enclosures, transformers, loading docks, etc.
- (f) Continuity. Buffers shall be so designed so as to serve as a visual continuation of existing buffers and/or as a unifying element within the development. Buffers adjacent to streetscapes shall make a natural transition in order to be visually cohesive.

7) Lighting

- (a) Parking Lot & Accent Lighting. All commercial uses shall provide adequate lighting for the parking areas. Accent lighting shall be provided on all buildings, to accentuate the building form and architectural character.
- (b) Private Street Lighting. Street Lighting associated with the private streets shall be provided within the Townhome Residential Areas. All lights shall be downcast, and shall not exceed twenty-five (25) feet in height.

8) Public and Site Improvements

- (a) Public Improvements. Public Improvements include the construction of the following:
 - (i.) Property Owner agrees to construct the necessary water main and sanitary sewers to serve the Townhome Residential development. Public

construction drawings shall be prepared and submitted for review and approval. Property Owner understands that the City of Grimes is planning to extend sanitary sewer within SE 19th Street ROW and that the extended sewer will serve the Mixed-Use area.

- (b) Private Sidewalks. Five (5) foot PCC public sidewalks shall be provided on at least one side of all private streets.
 - (c) Trails. An eight (8) foot trail shall be provided along the north side of SE 19th Street.
 - (d) Construction/Bonds. All public improvements listed above shall be constructed in accordance with SUDAS and all City of Grimes standards. At the time of completion, a four (4) year maintenance bond for the sewer and watermain improvements must be submitted.
 - (e) Street Right of Way and Easements. At the time of Final Plat, the following street right-of-ways shall be granted to the City.
 - (i.) 10-Feet along South James, Right of Way
 - (ii.) 27-Feet along SE 19th Street, Right of Way
 - (iii.) 60-Feet along Future SE 11th Street, and that necessary in order to construct a round-about at the South James and SE 11th St intersection, Right of Way
 - (iv.) 10-Feet along South James, City Improvement Easement
- 9) Parkland Dedication. Area includes approximately 1.98 acres. The dedication shall occur with the platting of adjacent properties and street lots. The developer shall have the option to choose fee in lieu, which will assist in further development of adjoining parks. The agreed upon fee shall be \$60,000.
- 10) Transportation Mixed Use Development Corridor District Overlay. The South James Development shall follow the Transportation Mixed Use Development Corridor District Overlay regulations except as otherwise stated in this Development Agreement.
- 11) Amendment Procedure. The terms of this Agreement may be amended by mutual agreement of the Parties hereto, following a notification process to surrounding Property Owners, a review by the Grimes Planning and Zoning Commission and a Public Hearing before the Grimes City Council.
- 12) Security; Lien Rights of City. In the event that the City makes any payments or incurs any costs in connection with the Improvements, which payments or costs are agreed to be paid by Property Owner pursuant to this Agreement, Property Owner hereby agrees that the City shall have a lien on the Property in the amount agreed to be paid by Property Owner. Such lien by the City shall be released by written instrument recorded upon payment in full of the amount that Property Owner is obligated to pay. In the event that such a lien arises, the parties agree

that the Property subject to such lien shall not be further platted or divided and no building permits shall issue until such lien is satisfied.

- 13) Binding Personal Obligation and Assignment. The parties hereby acknowledge that the security provided for in this Agreement is not the exclusive remedy available to the City. The obligations of the Property Owner hereunder are personal. In addition to the lien rights described in this Agreement, the City shall have all remedies available to it at law or in equity under the laws of the State of Iowa. The personal obligations of the Property Owner shall not be assignable, and the parties shall not be released from the obligations hereunder by virtue of such assignment, unless prior written approval of such assignment and release is given to the City. In the event that Property Owner sells a plat to a new owner, the City shall agree to the assignment of the obligations created under this Agreement to the purchaser.
- 14) Warranty of Title. Property Owner hereby warrants to the City that Property Owner is the owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.
- 15) Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto, and all of the terms and conditions of this Agreement shall constitute conditions, covenants and restrictions running with the land in perpetuity for the Property; provided, however, upon the Petition of the then owner of the Property or any portion thereof, the parties hereto agree that the terms of the ordinances of the City of Grimes and the laws of the statutes and courts of the State of Iowa governing rezoning shall control the change in such zoning as to the property owned by the person so petitioning.
- 16) Effective. This Agreement is subject to and contingent upon approval by the Grimes City Council of the rezoning of the Property in accordance with paragraph 1. In the event the Grimes City Council does not approve said zoning change, this Agreement shall be null and void.
- 17) Recording. This Agreement shall be recorded with the Polk County, Iowa, Recorder, as an exhibit to the ordinance rezoning the Property and shall constitute a valid and effective agreement pursuant to the terms and conditions of Section 414.5 of the Iowa Code.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF GRIMES, IOWA

By: _____

Scott Mikkelsen, Mayor

Attest:

Rochelle Williams, City Clerk

STATE OF IOWA)

) ss.

COUNTY OF POLK)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 201__, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the

State of Iowa

My Commission expires _____

PROPERTY OWNER.

Stanbrough Realty, LLC

By:_____

Signature:_____

Title:_____

STATE OF IOWA)

) ss:

COUNTY OF _____)

On this ____ day of _____, 201____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Notary Public in and for the

State of Iowa

My Commission expires _____

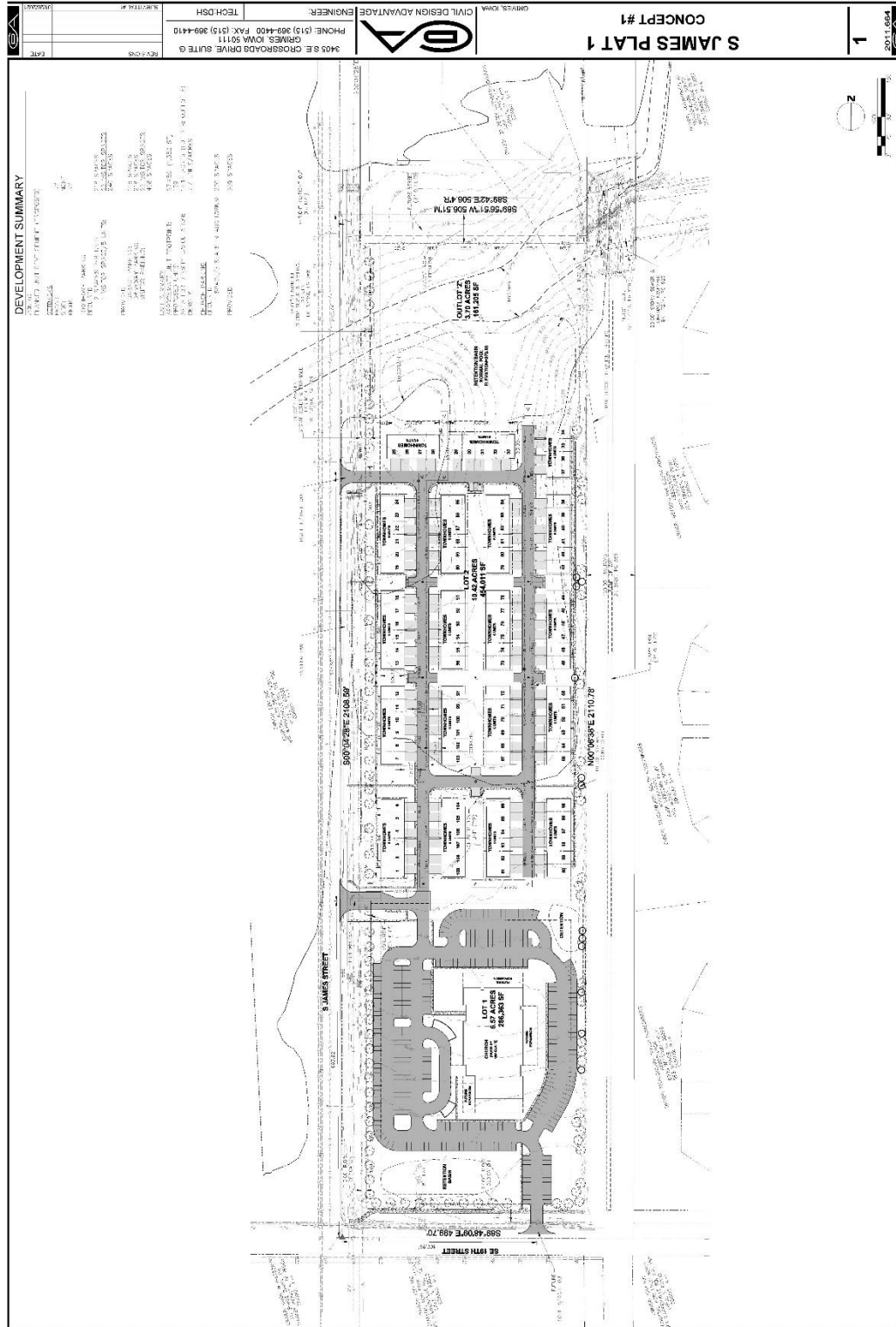
Exhibit A

Legal Description

ALL THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), TOWNSHIP SEVENTY-NINE (79) NORTH, OF RANGE TWENTY-FIVE (25), WEST OF THE 5TH P.M., POLK COUNTY, IOWA LYING WEST OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD RIGHT-OF-WAY, EXCEPT THE NORTH SIX (6) ACRES THEREOF, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA.

Exhibit B

Concept Plan





*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of March 23, 2021

AGENDA HEADING:

South James Plat 1 – Preliminary Plat

SYNOPSIS:

The subject property is currently in the process of being rezoned from A-1 to Planned Unit Development (R-4) and is expected to be approved by Council in March. As part of the typical development process, the applicant is now requesting approval of a preliminary plat, which will allow for the future subdivision of the approximately 22-acre property into one development lot and one outlot for future development. The development lot will be approximately 6.57 acres in size, and the outlot totals 16.38 acres. The plat will also dedicate right-of-way to the City along SE 19th Street and S. James to accommodate future road projects.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Rezone – 2021

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 03/02/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the preliminary plat for South James Plat 1, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: March 2, 2021
RE: South James Plat 1 – Preliminary Plat

GENERAL INFORMATION:

Applicant:

Jeff Stanbrough

Requested Action

Preliminary Plat

Location

NE corner of S James Street and SE 19th Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Urban Village	A-1
North	Church	Civic	A-1
South	Vacant	General Commercial	A-1
East	Single-Family	Low Density Residential	R-4
West	Vacant	General Commercial	A-1

BACKGROUND:

The subject property is currently in the process of being rezoned from A-1 to Planned Unit Development (R-4) and is expected to be approved by Council in March. As part of the typical development process, the applicant is now requesting approval of a preliminary plat, which will allow for the future subdivision of the approximately 22-acre property into one development lot and one outlot for future development. The development lot will be approximately 6.57 acres in size, and the outlot totals 16.38 acres. The plat will also dedicate right-of-way to the City along SE 19th Street and S. James to accommodate future road projects.

ANALYSIS:

A conceptual layout is shown for the preliminary plat. Lot 1 is proposed to be a church while the outlot is proposed to be townhomes which will be platted at a later date.

Two driveways are proposed off of S. James and one off of SE 19th Street. One of the driveways off of S. James is proposed to be shared between Lot 1 and Outlot Z. A 40' wide ingress/egress easement is proposed to grant access for both lots.

An 8' trail is proposed to be constructed along SE 19th Street.

Water service is available along the north side of SE 19th Street and east side of S. James Street.

Sanitary sewer is not currently available to the property; however, the City is planning to extend the sanitary sewer west along SE 19th Street from the intersection of SE 19th Street and SE Little Beaver Drive to serve this site and the surrounding properties at the S. James and SE 19th Street intersection.

STAFF RECOMMENDATION:

Staff would recommend approval of the preliminary plat for South James Plat 1, subject to any remaining staff comments.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~February 3, 2021~~

~~February 16, 2021~~

February 25, 2021

Civil Design Advantage

Attn: Keith Weggen

3405 SE Crossroads Drive, Suite G

Grimes, IA 50111

RE: South James Plat 1 Preliminary Plat

Dear Mr. Weggen:

The Development Services Department is in receipt of a proposed Preliminary Plat for South James Plat 1. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Update the bulk regulations section to say "See South James Development Agreement." Bulk regulations on the plat do not match the development agreement. Once the development agreement is finalized, please update the standards.~~
- ~~2. Add open space and parking setbacks to coversheet.~~
- ~~3. Add plat names and reference numbers to adjacent properties.~~
- ~~4. Add transportation Mixed Use Development Corridor District Overlay to the zoning~~
- ~~5. Add floodplain boundary.~~
- ~~6. Add floodplain designation. Where was this added?~~
- ~~7. Add base flood elevation.~~
- ~~8. Please provide sheets showing the plat without the development concepts. Please remove the townhome lots on Sheet C3-1.~~
- ~~9. Provide lot dimensions.~~

- ~~10. Please shift the driveway off of SE 19th to the east and straighten the drive aisle in the parking lot. Depending on the James study, the driveway off of SE 19th could possibly remain full access. As such, the driveway should be as far east as possible. We can address this during site plan review. Just wanted to make you aware.~~
- ~~11. Is ADA parking needed for the townhome visitor parking?~~
- ~~12. Do you anticipate allowing decks, fences, and sheds for the townhomes? Will the decks be constructed in the common area? Will there be enough room within the lot to add a deck? If decks are permitted in common areas, home owners will need to provide approval from common area property owner to pull a permit.~~
- ~~13. Sidewalks throughout the project should be 5' wide minimum. The sidewalks along streets are not shown as 5'. Sidewalks that connect to the street should be 5' as well. The sidewalk connections to the front doors of the units can be 4'.~~
- ~~14. Sidewalks along parking spaces (church site and townhome visitor parking) should be at least 6' wide to avoid vehicles overhanging and blocking the sidewalks.~~
- ~~15. The sanitary sewer from 11th Street will need to be constructed in the City easement or an easement from the railroad will need to be obtained.~~
16. A Public Utility Access Agreement will be required prior to platting for the sanitary sewer. **We are working on the agreement.**
17. Foth is evaluating the ROW dedication needs along James and 19th. Further coordination may be required based on the study results. We should have an update soon. We are supposed to speak with Foth this week and will provide any updates if any. **We may need more ROW at the corner of James and 19th to accommodate a turn lane. We will provide more details soon.**
- ~~18. Sanitary sewer will need to be extended to the James St ROW.~~
- ~~19. Drainage solution will need to be provided for the driveways that connect to James St.~~
- ~~20. Note: Some of the townhome units may need to be sprinkled if the aggregate area is greater than 8,000 sf for all attached units.~~
- ~~21. An additional hydrant is needed on the NE corner of the townhome development instead of just a blow off hydrant.~~

~~22. Note: All parts of the church building will need to have hydrant coverage within 150' and the FDC will need to be at within 100' of a hydrant.~~

~~23. How will water be provided to Lot 1? Please show service connection.~~

~~24. Hydrant radius is shown at the SE corner of the townhome development but no hydrant is shown.~~

~~25. Why is storm sewer easement shown? It looks like it is for the townhome development only which should be shown on the future plat for the outlot. Is there something we are missing?~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: February 8, 2021
February 23, 2021
(1 PDF of Preliminary Plat)

PLANNING & ZONING: March 2, 2021 at 5:30 at the Grimes City Hall

COUNCIL MEETING: March 23, 2021 at 5:30 at the Grimes City Hall

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

PRELIMINARY PLAT FOR: SOUTH JAMES PLAT 1

GRIMES, IOWA

OWNER

THE PHYLLIS R. WISE REVOCABLE TRUST,
MARK A. PEITZMAN, TRUSTEE
30049 240TH ST
DALLAS CENTER, IA 50063-8160

APPLICANT

STANBROUGH REALTY COMPANY, LLC
10888 HICKMAN ROAD, STE 3B
CLIVE, IA 50325
CONTACT: JEFFREY D. STANBROUGH
PH. (515) 202-6649

ENGINEER/SURVEYOR

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DR., SUITE G
GRIMES, IOWA 50111
CONTACT: KEITH WEGGEN
PH. (515) 369-4400

PRELIMINARY PLAT DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), TOWNSHIP SEVENTY-NINE (79) NORTH, OF RANGE TWENTY-FIVE (25), WEST OF THE 5TH P.M., POLK COUNTY, IOWA LYING WEST OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD RIGHT-OF-WAY, EXCEPT THE NORTH SIX (6) ACRES THEREOF, AND EXCEPT THE WEST 40.00 FEET THEREOF, AND EXCEPT THE SOUTH 33.00 FEET THEREOF, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA.

BULK REGULATIONS

TOWNHOME RESIDENTIAL
AND
TRANSPORTATION MIXED USE DEVELOPMENT CORRIDOR DISTRICT OVERLAY

LOT AREA: 80,000 SF
LOT WIDTH: 200 SF

SETBACKS

BUILDING

FRONT: 30' - FROM EXTERNAL PROPERTY LINE

SIDE: 10' - FROM PRIVATE STREET

REAR: 20' - FROM PRIVATE STREET OF PRIVATE SIDEWALK

PARKING

FRONT: 10'

SIDE: 5'

REAR: 5'

MAXIMUM HEIGHT: 35'

MAXIMUM NUMBER OF STORIES: 2 STORIES

UNIT DENSITY: 8 UNITS/ACRE

PROVIDED: 7.72 UNITS/ACRE

OPEN SPACE REQUIRED: 20.0%

MIXED USE
AND
TRANSPORTATION MIXED USE DEVELOPMENT CORRIDOR DISTRICT OVERLAY

LOT AREA: 80,000 SF
LOT WIDTH: 200 SF

SETBACKS

BUILDING

FRONT: 30'

SIDE: 10' - EXTERNAL

REAR: 0' - INTERNAL

REAR: 25'

PARKING

FRONT: 10'

SIDE: 5'

REAR: 5'

MAXIMUM HEIGHT: 45'

MAXIMUM NUMBER OF STORIES: 3 STORIES

OPEN SPACE REQUIRED: 20.0%

*SEE SOUTH JAMES DEVELOPMENT AGREEMENT

BENCHMARKS

CAP BOLT OF HYDRANT AT SOUTHWEST CORNER OF NE 5TH STREET AND NE LITTLE BEAVER DRIVE.
ELEVATION=925.97

DATE OF SURVEY

DECEMBER 21, 2020

PLAT AREA

901,569 SF (20.69 ACRES)

ZONING

PUD (PLANNED UNIT DEVELOPMENT)

GENERAL NOTES

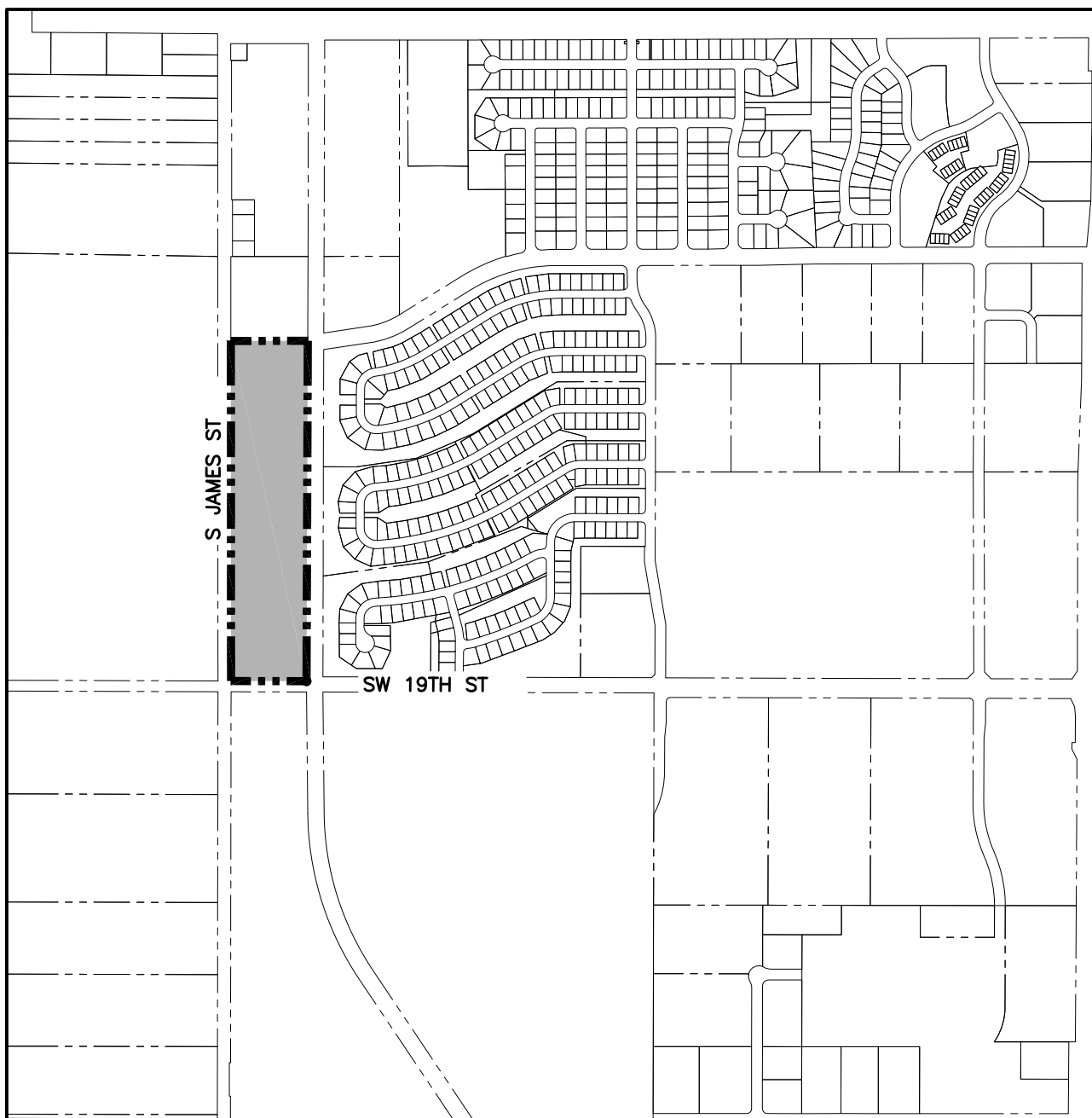
- ANY PROPOSED IMPROVEMENTS SHOWN ARE CONCEPTUAL AND DETAILED SITE PLANS WILL BE REQUIRED FOR FURTHER DEVELOPMENT OF THE PROPERTY.
- PARKLAND WILL BE MONETARILY DONATED IN LIEU OF DEDICATION.
- NO ON-STREET PARKING IS ALLOWED.

FLOOD ZONE DESIGNATIONS

- REGULATORY FLOODWAY
- ZONE AE - WITH BASE FLOOD ELEVATION OR DEPTH.
- ZONE X - 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN 1 FOOT OF WITH DRAINAGE AREA LESS THAN ONE SQUARE MILE.
- ZONE X - AREAS DETERMINED TO BE TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

VICINITY MAP

NOT TO SCALE



GRIMES, IOWA

LEGEND

FEATURES

PROPOSED

TYPE SW-301 SANITARY MANHOLE

STORM/SANITARY CLEANOUT

SANITARY SEWER

SURVEY

SECTION CORNER

1/2" REBAR, YELLOW CAP #18660

(UNLESS OTHERWISE NOTED)

ROW MARKER

ROW RAIL

PLATTED DISTANCE

MEASURED BEARING & DISTANCE

RECORDED AS

DEED DISTANCE

CALCULATED DISTANCE

CURVE ARC LENGTH

MINIMUM 100 YEAR FLOOD

PROTECTION ELEVATION

CENTERLINE

SECTION LINE

1/4 SECTION LINE

1/4 1/4 SECTION LINE

EASEMENT LINE

LOT LINE

RIGHT OF WAY

BUILDING SETBACK

PLAT BOUNDARY

FOUND

SET

EXISTING

GROUND SURFACE CONTOUR

SANITARY MANHOLE

WATER VALVE BOX

FIRE HYDRANT

WATER CURB STOP

WELL

STORM SEWER MANHOLE

STORM SEWER SINGLE INTAKE

STORM SEWER DOUBLE INTAKE

FLARED END SECTION

DECIDUOUS TREE

CONIFEROUS TREE

DECIDUOUS SHRUB

CONIFEROUS SHRUB

ELECTRIC POWER POLE

GUY ANCHOR

STREET LIGHT

POWER POLE W/ TRANSFORMER

UTILITY POLE W/ LIGHT

ELECTRIC BOX

ELECTRIC TRANSFORMER

ELECTRIC MANHOLE OR VAULT

TRAFFIC SIGN

TELEPHONE JUNCTION BOX

TELEPHONE MANHOLE/VAULT

TELEPHONE POLE

GAS VALVE BOX

CABLE TV JUNCTION BOX

CABLE TV MANHOLE/VAULT

MAIL BOX

BENCHMARK

SOIL BORING

UNDERGROUND TV CABLE

GAS MAIN

FIBER OPTIC

UNDERGROUND TELEPHONE

OVERHEAD ELECTRIC

UNDERGROUND ELECTRIC

FIELD TILE

SANITARY SEWER W/ SIZE

STORM SEWER W/ SIZE

WATER MAIN W/ SIZE

8" S

15" ST

8" W

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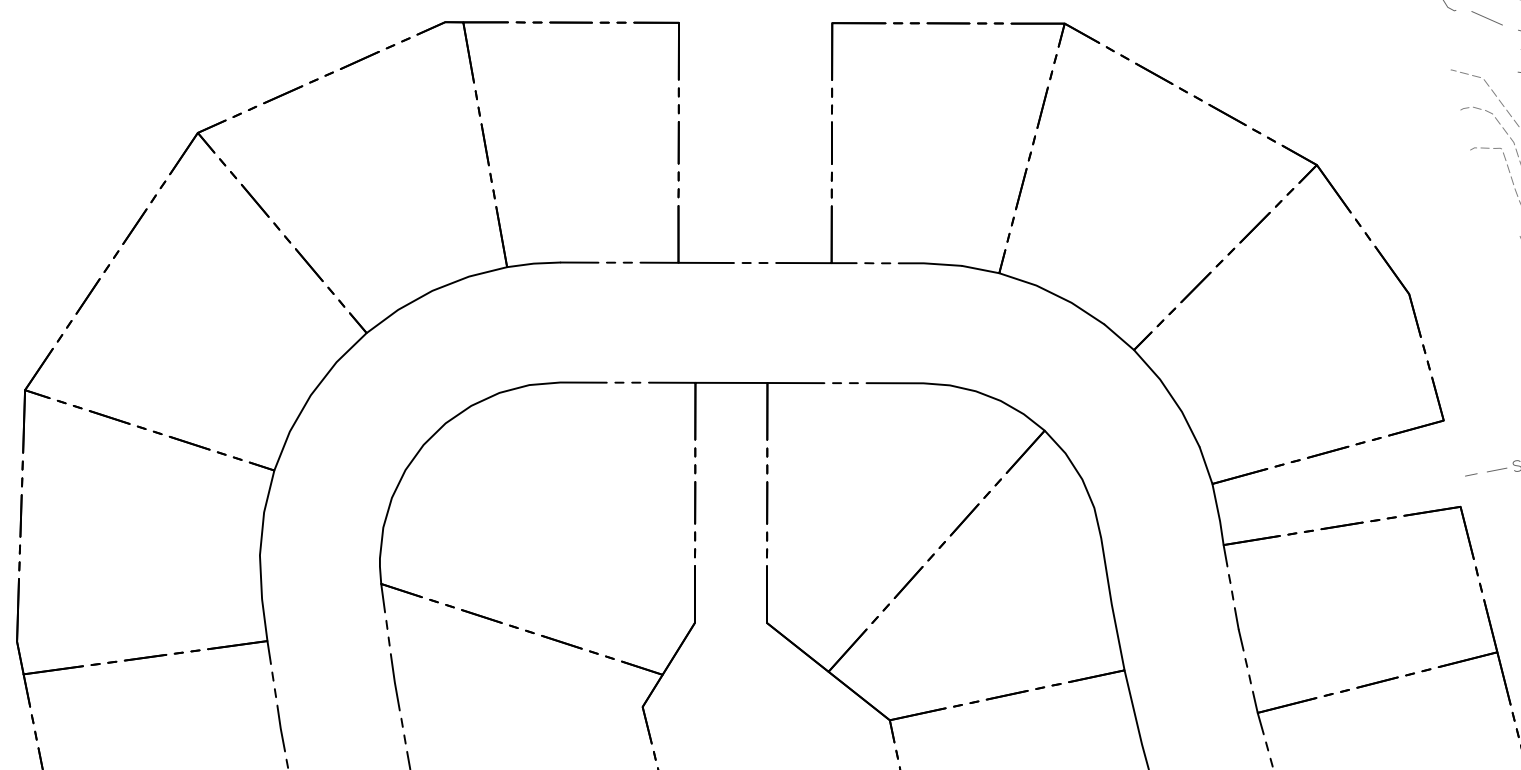
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**SHEET
C1.2**

S89°56'51"W 506.51'
S89°42'E 506.4'R

OUTLOT Z MEADOWLARK
SOUTH PLAT 1
OWNER: TOWNHOMES AT
MEADOWLARK SOUTH
ZONING: R-4

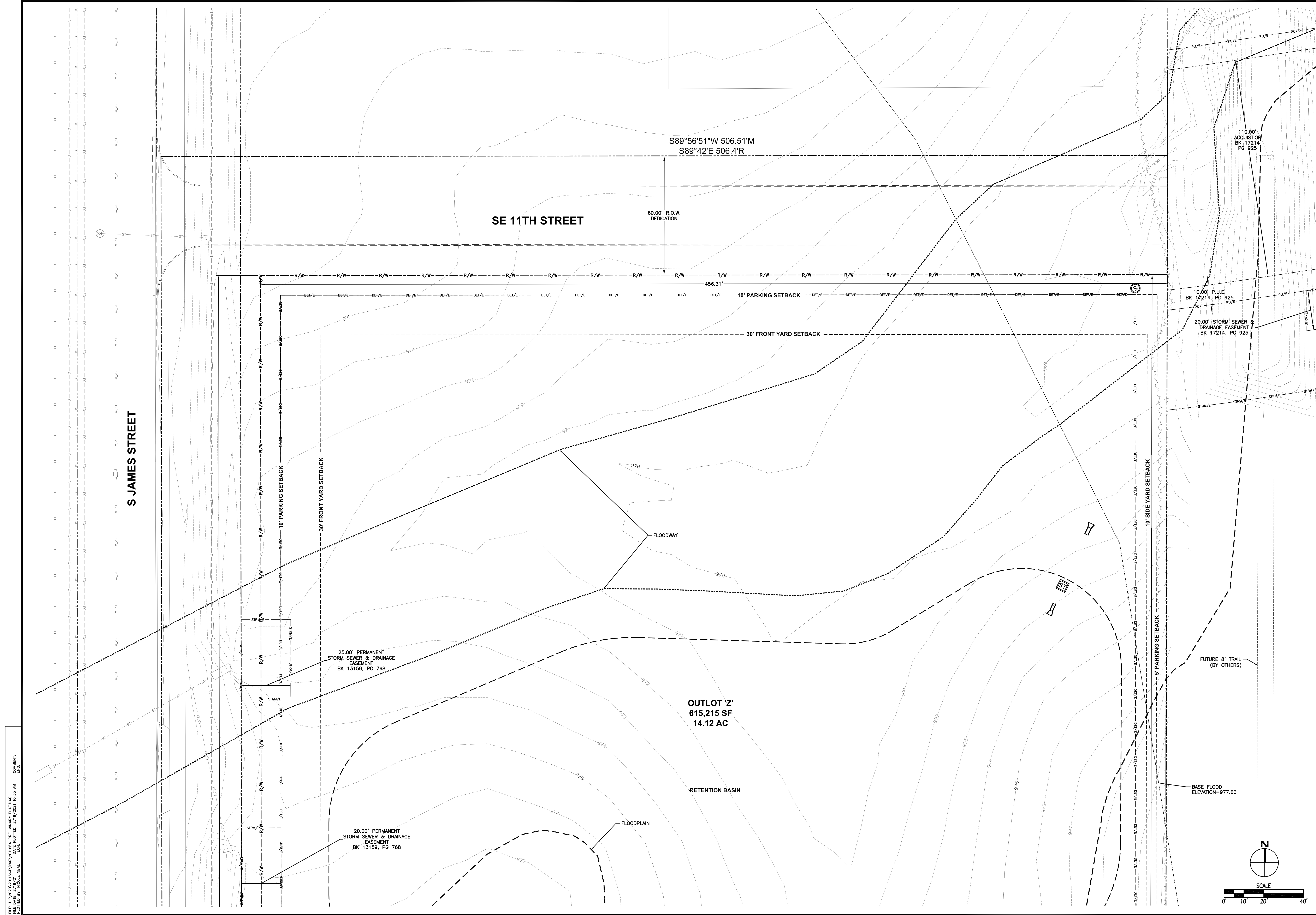
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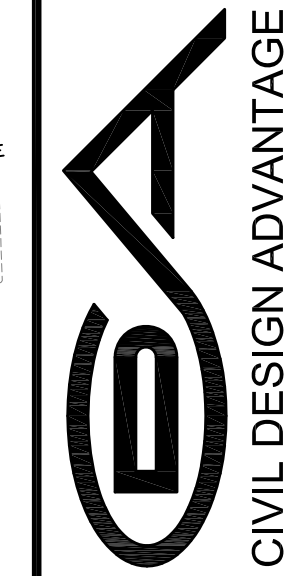
ENGINEER.

TECH·DSH

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SUBMITTAL #2	02/08/2021
SUBMITTAL #1	01/26/2021

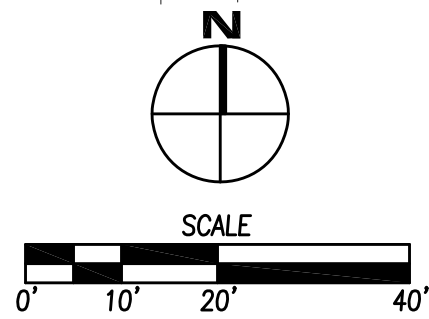


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SUBMITTAL #3	02/19/2021
SUBMITTAL #2	02/08/2021
SUBMITTAL #1	01/26/2021



SOUTH JAMES PLAT 1

DIMENSION PLAN



SOUTH JAMES PLAT 1 DIMENSION PLAN

C1.4

2011.664



GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

ENGINEER:

TECH/DSH

3405 S.E. CROSSROADS DRIVE, SUITE G
PHONE: (515) 369-4400 FAX: (515) 369-4410

REVISIONS

DATE

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SUBMITTAL #2

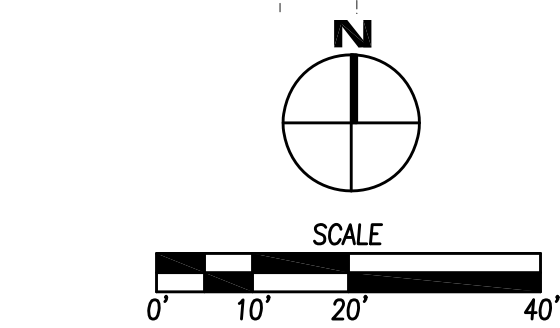
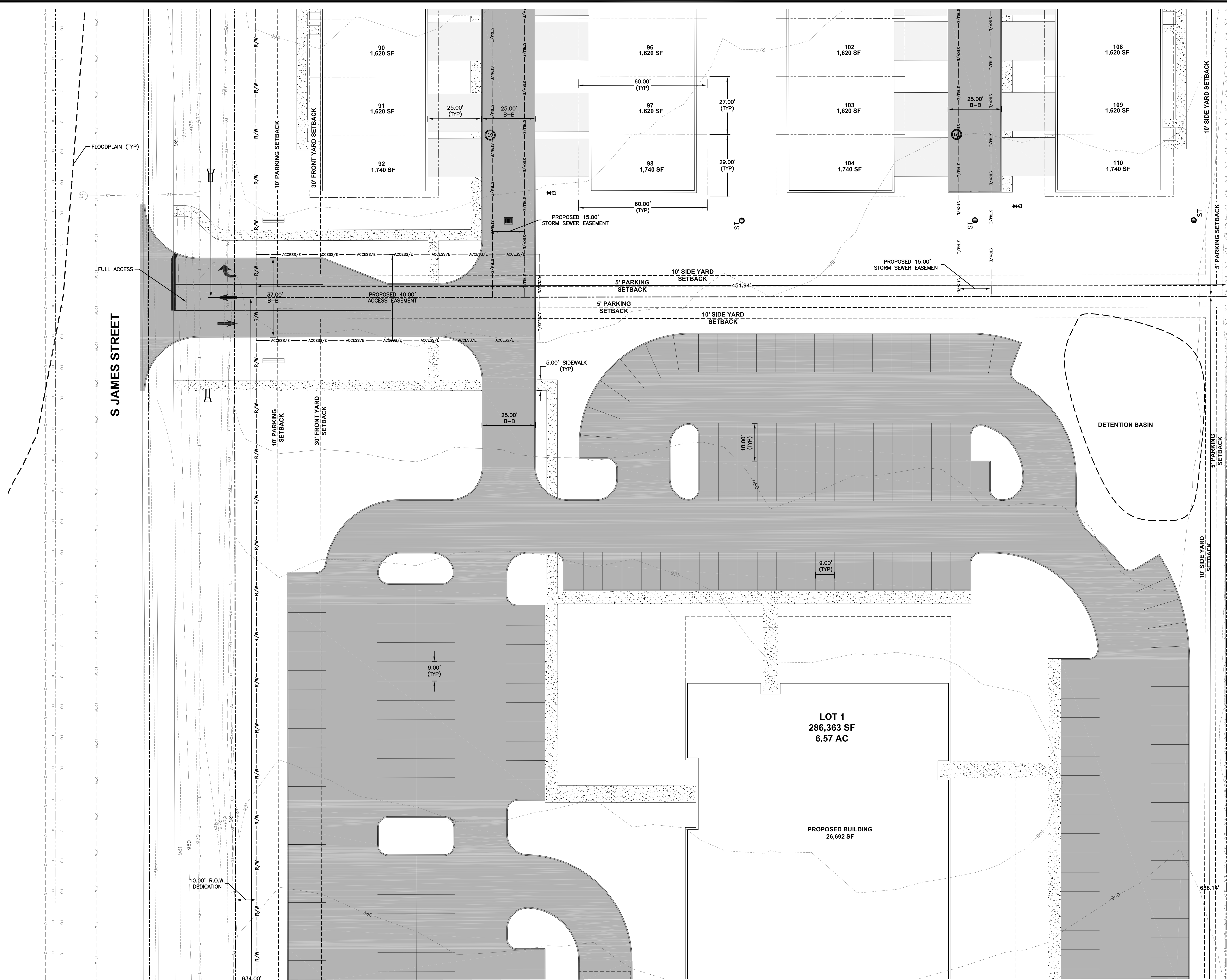
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02/19/2021

02/09/2021

01/26/2021

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SOUTH JAMES PLAT 1

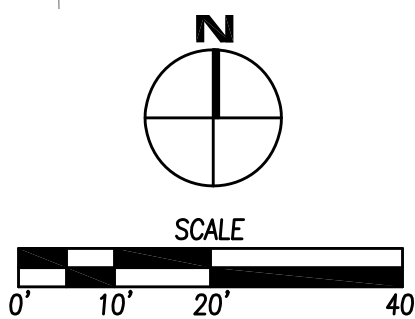
DIMENSION PLAN



3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

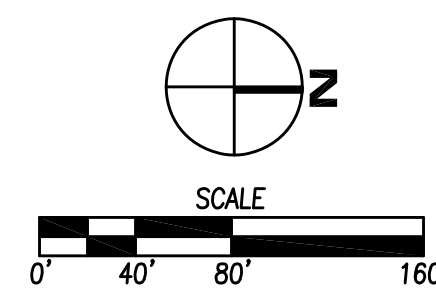
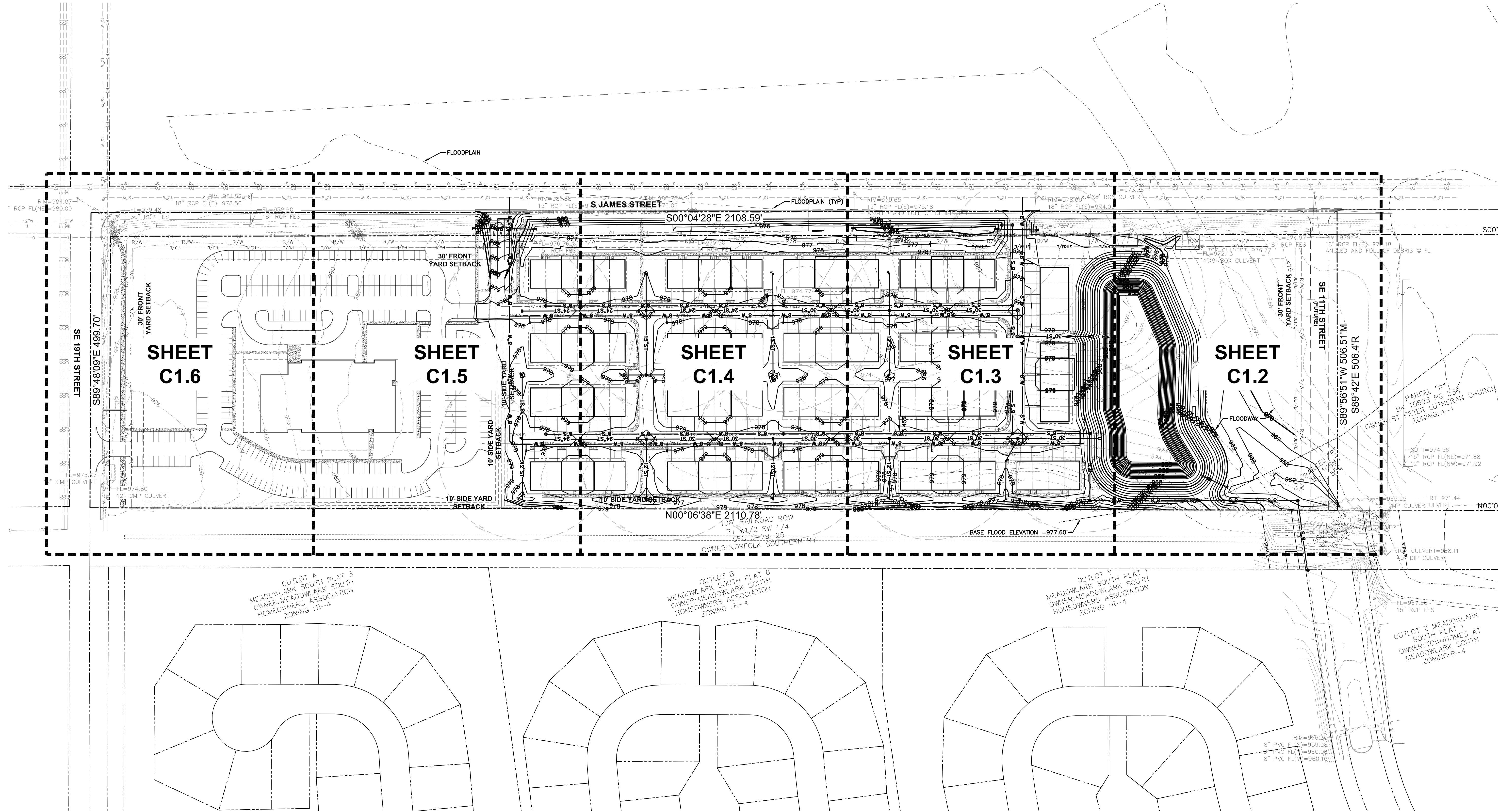
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SUBMITTAL #2	02/08/2021
SUBMITTAL #4	01/26/2021



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TECH: ENG

COMMENT:
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SOUTH JAMES PLAT 1
GRADING/UTILITY REFERENCE PLAN

C2.1

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GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

ENGINEER:

TECH:DSH

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

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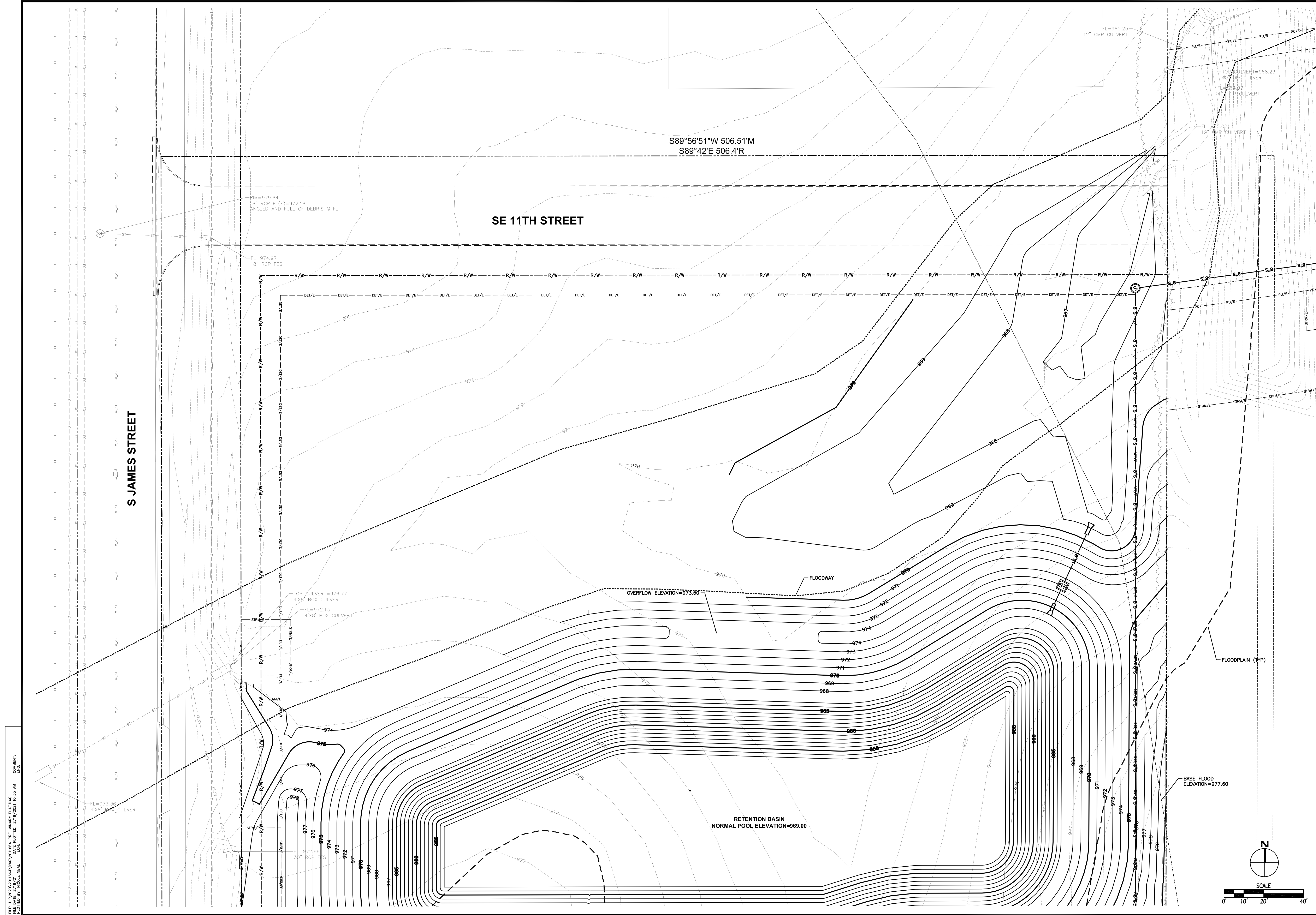
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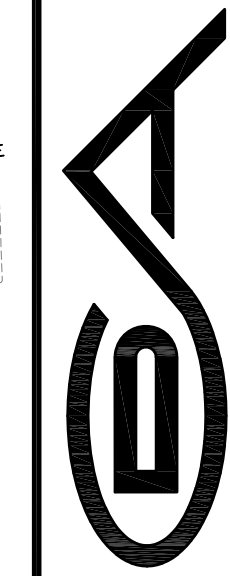
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SUBMITTAL #1

01/26/2021



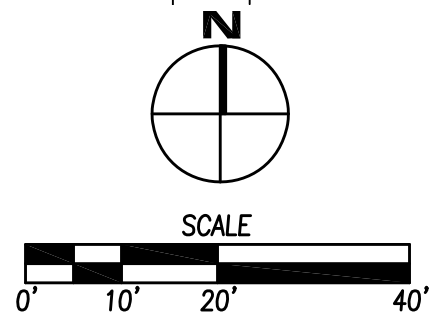
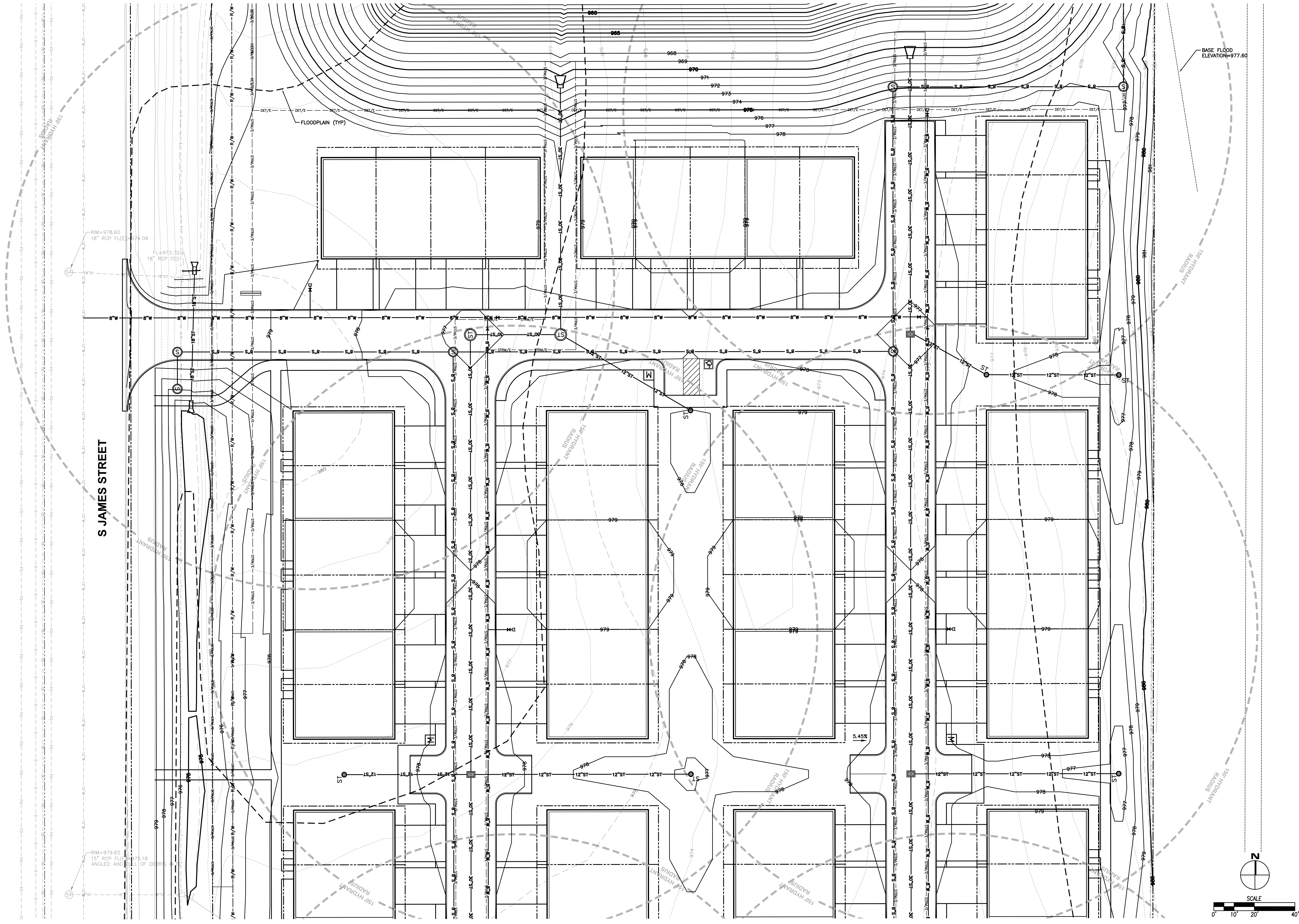
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SUBMITTAL #2	02/08/2021
SUBMITTAL #1	01/26/2021



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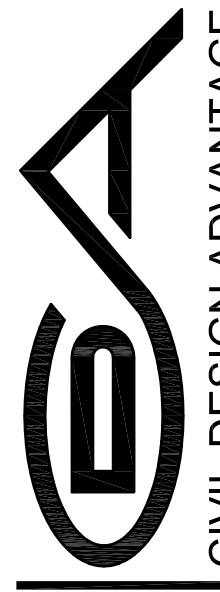
UTILITY PLAN

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SOUTH JAMES PLAT 1

UTILITY PLAN



GRIMES, IOWA

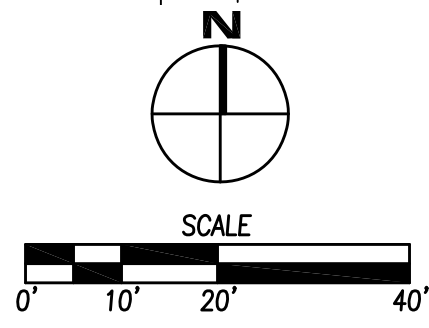
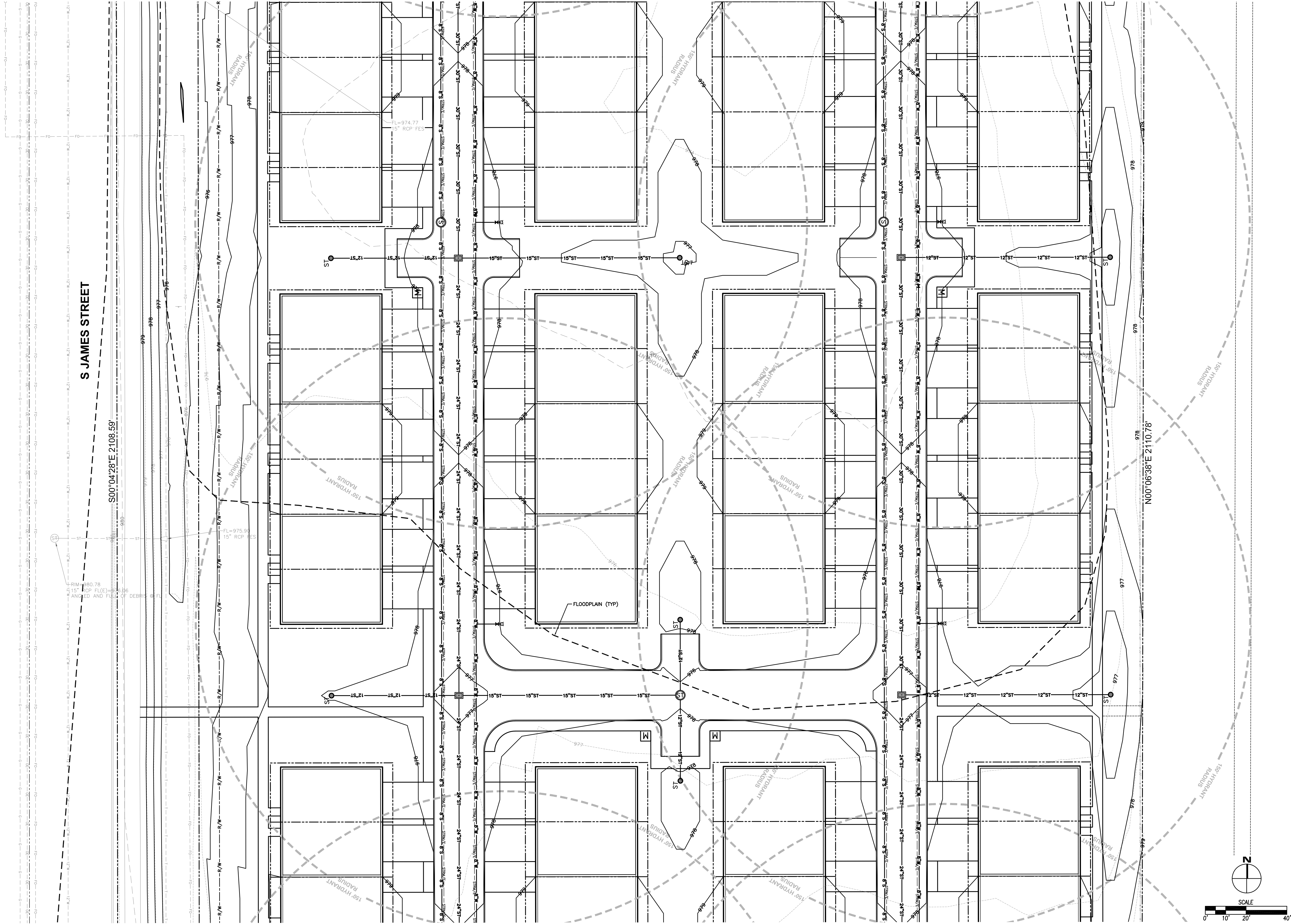
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TECH:DSH

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

ENGINEER: _____ TECH: DSH

REVISIONS	DATE
SUBMITTAL #3	02/19/2021
SUBMITTAL #2	02/08/2021
SUBMITTAL #1	01/26/2021



SOUTH JAMES PLAT 1
UTILITY PLAN



GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

ENGINEER:

TECH:DSH

3405 S.E. CROSSROADS DRIVE, SUITE G
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02/19/2021

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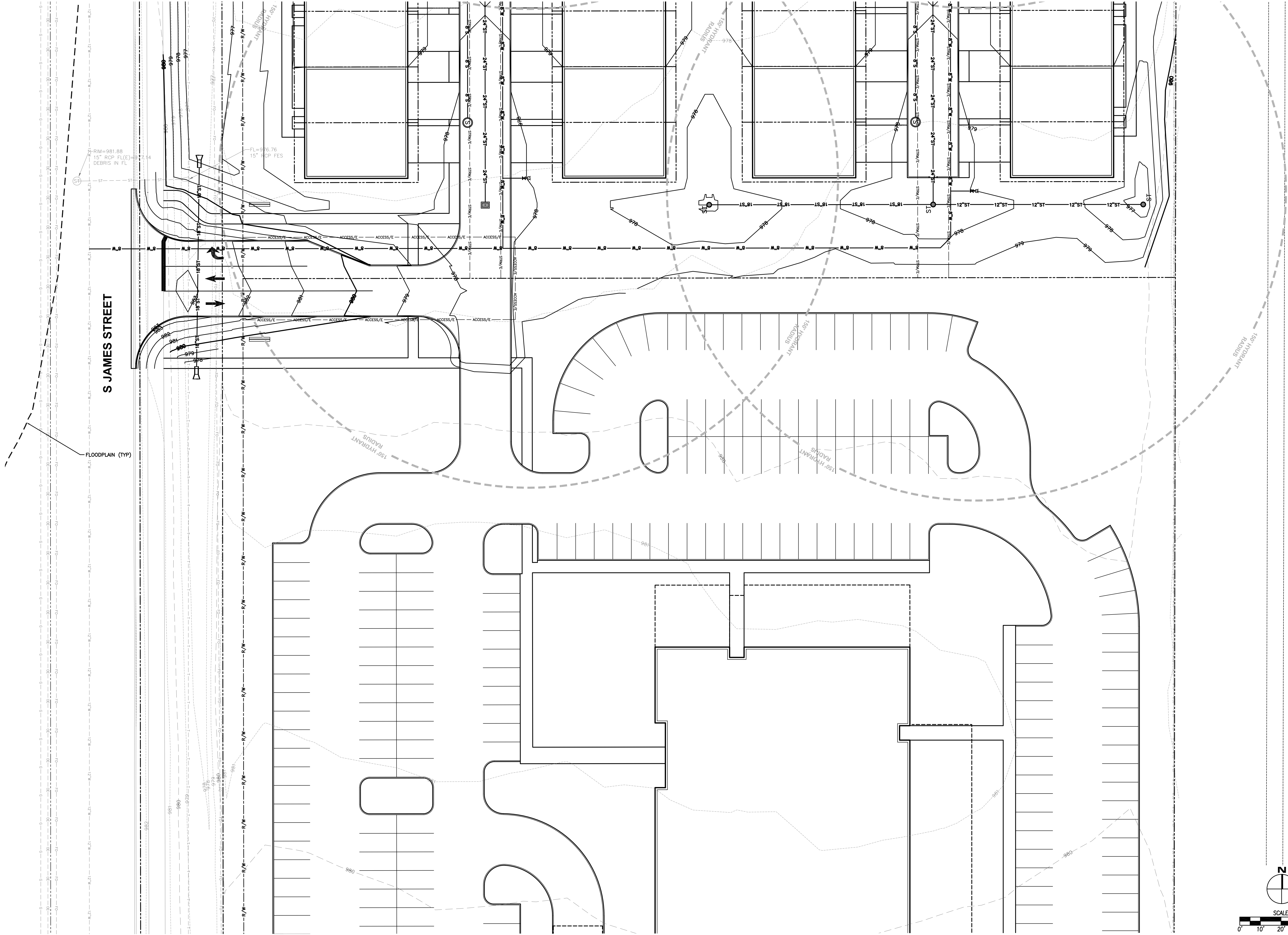
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01/26/2021

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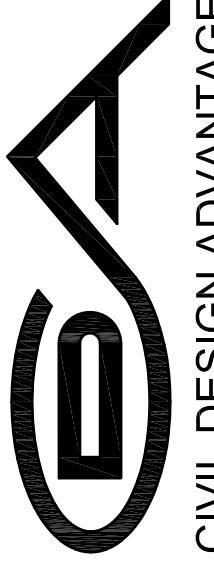
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SOUTH JAMES PLAT 1
UTILITY PLAN

C2.5

2011.664



GRIMES, IOWA

ENGINEER:

TECH:DSH

3405 S.E. CROSSROADS DRIVE, SUITE G
PHONE: (515) 369-4400 FAX: (515) 369-4410

REVISIONS

DATE

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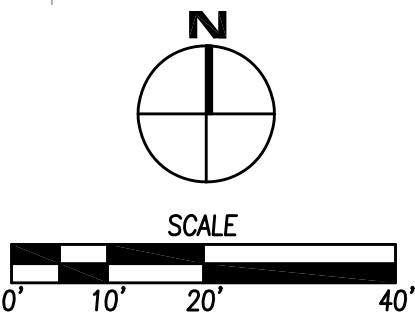
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SUBMITTAL #2

02/09/2021

SUBMITTAL #1

01/26/2021



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S JAMES STREET

SE 19TH STREET

S89°48'09"E 499.70

SOUTH JAMES PLAT 1

UTILITY PLAN

C2.6
2011.664


3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

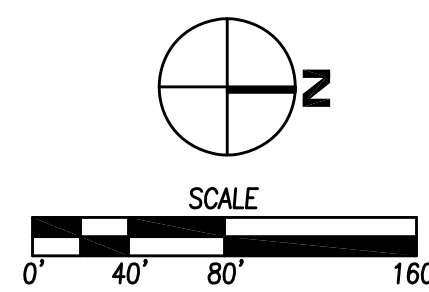
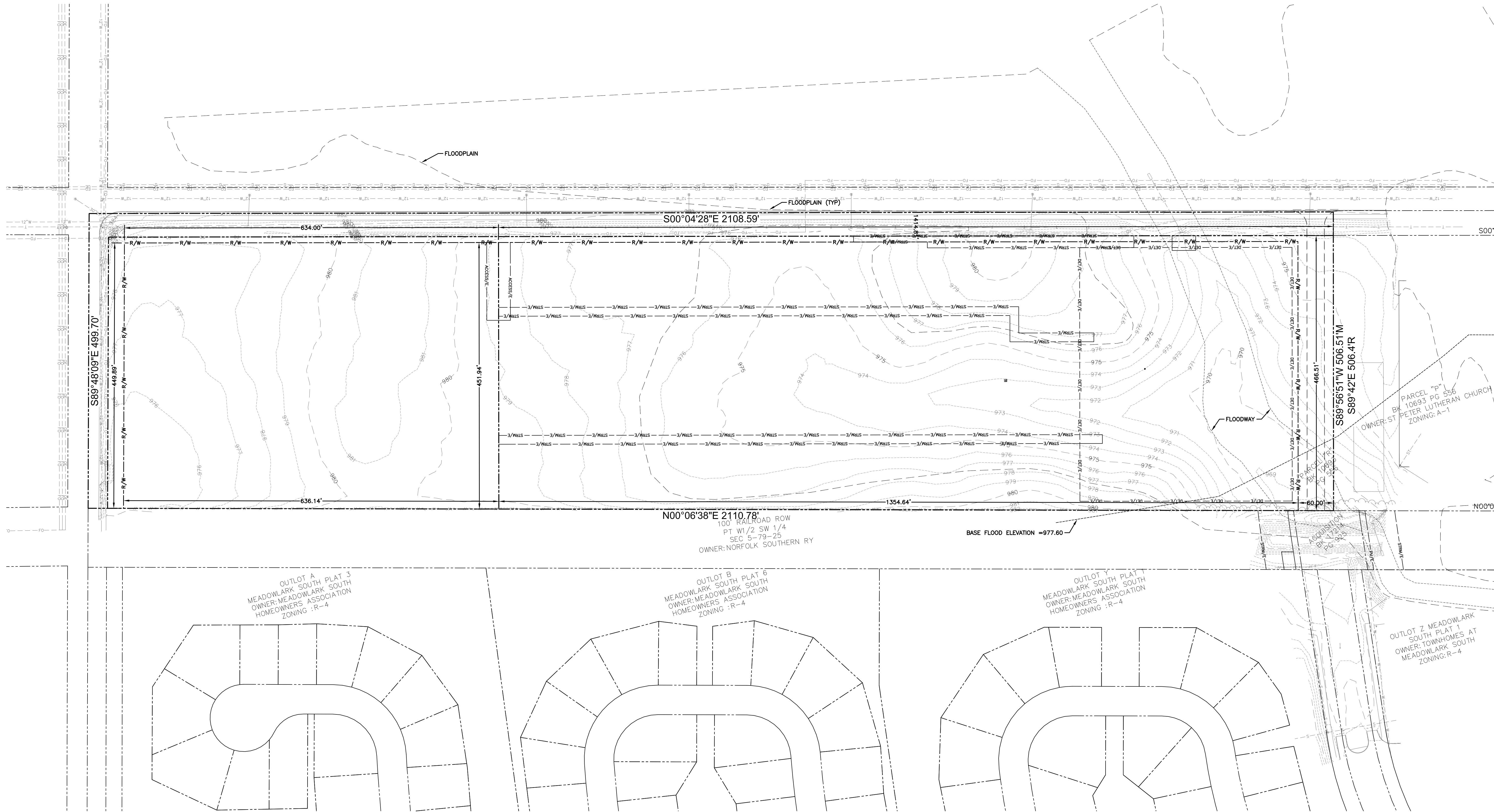
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SUBMITTAL #4	01/26/2021

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PLOT DATE: 5/18/21 10:55 AM
PLOT BY: NICKOL REA

COMMENT:
ENG



SOUTH JAMES PLAT 1

LOT LAYOUT PLAN

C3.1

2011.664



GRIMES, IOWA

CIVIL DESIGN ADVANTAGE, INC.

ENGINEER:

TECH:DSH

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

REVISIONS

DATE

SUBMITTAL #3

02/19/2021

SUBMITTAL #2

02/09/2021

SUBMITTAL #1

01/26/2021



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of March 23, 2020

AGENDA HEADING:

Third Consideration – Ordinance 784, 2018 Building and Fire Code Adoption

SYNOPSIS:

Since 2019, the City of Grimes has been working with the CICC, and other neighboring communities on the adoption of the 2018 Building Codes. Currently, the City of Grimes is on the 2015 code cycle, with local amendments on certain code sections. These codes include Property Maintenance, Energy Codes, Fire Codes, Plumbing Codes, Mechanical Codes, Electrical Codes, Residential Building Codes, and Building Codes (Commercial).

Staff has evaluated the 2018 Codes and has formed an ordinance which adopts those codes in their 2018 format, again with certain local amendments. A summary of both the Fire and Building Code sections is listed below:

Fire Summary

Over the last two years the Central Iowa Code Consortium (CICC) reviewed the 2018 Fire and Building codes. Several minor changes were approved and adopted by the CICC. Most were minor wording changes. Many of the cities, including Des Moines changed their threshold requirements for requiring sprinklers lower to in line with what Grimes and many of the western suburbs had adopted previously. The Fire Department is proposing 3 more significant changes to Chapter 154 of the Grimes Fire Code.

Outdoor Venue Access (Addition)

This requires access for emergency vehicles to be designed into outdoor sports and park complexes for emergency vehicles. This is an emerging issue created by large outdoor venues with multiple uses and limited access to spaces within these areas to access potential medical or trauma patients rapidly. The Fire Department is willing to explore alternatives on a case-by-case basis.

Fire Sprinklers in Self-Storage Facilities (Change)

Changing the threshold for when fire sprinklers are required in self-storage facilities from 12,000 square feet to 6,000 square feet. This change is consistent with CICC recommendations.



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Fire Sprinkler requirements for Apartments and Hotels (Deletion)

This requirement would eliminate the use of NFPA 13R sprinkler systems in apartments and hotels. NFPA 13R does not require that attics and other non-combustible spaces be covered by fire sprinklers. The result in the cost of fire sprinkler systems would be a doubling of the cost of fire sprinklers in these building types. The intent is to reduce the likelihood of having a total loss in these buildings should a fire quickly involve the attic. Nationwide a debate has been ongoing into the value of NFPA 13R systems. Fires involving the attic of these buildings often result in extensive damage to the building as a direct result of the fire, and secondarily because of the amount of water needed to extinguish the fire. NFPA 13R systems are intended only for protection of occupants and are considered successfully deployed when a fire occurs, and no loss of life occurs. NFPA 13R is not intended to provide structure protection. An NFPA 13 system would provide protection for occupants and the building.

Building Summary

Primarily we took recommendations from the CICC on changes from the base code so the metro could be relatively in sync and it would make it easier for builders, developers and architects to navigate building codes from city to city.

Two new codes are proposed to be added that were not adopted in the 2015 code cycle; ICC Existing Building Code and ICC Fuel Gas Code. These two codes are better described below.

Building Code

For properties that have a pool, or intend to install a pool, an interior door alarm will no longer be required. This was removed based on a metro survey and expense of installation.

For Commercial Properties, exterior walking surfaces will now require a barrier if there is a fall potential.

For buildings outfitted with a fire suppression system, the sprinkler riser room in some cases now may require a separation to keep first responders safe during an emergency response.

Residential Code

Consistent with the direction received during the 2015 Code Adoption, the basement ceiling drywall requirement is proposed to remain removed.

A habitable finish basement area would need an emergency escape and rescue opening.



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Currently required but we just clarified the section and aligned it with CICC recommendations.
Deck that are less than 30" in height and not attached to the house will no longer require frost footings.

Existing Building Code

The International Existing Building Code is a model code in the ICC family of codes. The main reason that the City of Grimes should adopt it is because it allows the flexibility to permit the use of alternative approaches to achieve compliance with requirements to safeguard the public health, safety and welfare in buildings that undergo addition, alteration, applicable repairs or change of occupancy. With the progress and development in Grimes existing businesses have been expanding and other businesses have been interested in saving money by purchasing an existing building. While many of these buildings are salvageable, rehabilitation is often cost prohibitive because compliance with all the requirements for new construction meeting current code could require extensive changes that go well beyond the value of the building or the scope of the repair or alteration. This code will allow for controlled departure from other International Codes while maintaining basic levels for fire prevention, structural and life safety features of the existing building. In addition to the codes, we added a requirement for an application for Zoning Compliance Certification prior to changing uses or ownership.

Plumbing

No sewer drain is allowed less than 4" in diameter and or the building drain.

Electric

Electric lines are not allowed to pass through townhouse units unless it utilizes a confines space or attic, a recorded easement is required.

Mechanical

No major change

Fuel Gas

The Fuel Gas Code is proposed to be adopted because it covers some specific requirements on gas piping systems necessary for enforcement. Staff also added specific requirements to make CSST piping safer – flexible corrugated gas piping.

Property Maintenance Code

None – Prior to beginning rental inspections we will need to add details regarding our rental housing inspection program.



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Energy Code

Seasonal structures such as outdoor sporting facilities are now exempt from needing to meet the provisions of the energy code.

As-Builts

An ordinance, within the Building code pertaining to as-builts is being proposed. The Ordinance will identify a policy to be approved by the City Council. The policy will outline certain requirements placed upon builders and developers to ensure that the constructed project is consistent with the approved plans. Specifically, this will relate to the grading and location of utilities.

Board of Appeals

The adoption of these code sections will also identify the establishment of a new Board/Commission. Similar to the Board of Adjustment for matters related to Zoning, it is necessary to have a Building Code Board of Appeals, which will hear cases of hardship related to the Building and Fire Code. As the City continues to grow, this particular Board will be a sounding board for all matters related to building and fire code and construction. The terms of the Board will be similar to the Board of Adjustment, 5 appointed individuals, 5-year staggered terms.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve First Consideration, February 23, 2021

Approve Second Consideration, March 9, 2021

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff is recommending approval of the third consideration of Ordinance 748



ORDINANCE - 748

AN ORDINANCE REPLACING GRIMES CODE OF ORDINANCES SECTIONS 144, 153, 154, 155, 156, 157, 158 AND 160 TO SPECIFY NEW BUILDING AND FIRE CODE REQUIREMENTS, AMENDING ORDINANCE SECTION 28 TO INCLUDE A NEW BOARD OF APPEALS, AND ADDING SECTION 161 AND 162 TO INCLUDE A FUEL GAS CODE AND EXISTING BUILDING CODE

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

SECTION 1. Purpose. The purpose of this Ordinance is to replace Grimes Code of Ordinance Sections 144, 153, 155, 156, 157, 158 and 160 to specify new Building and Fire Code Requirements and to Amend Grimes Code of Ordinance Section 28 to include a new Board of Appeals.

SECTION 2. Amendment. The Grimes Code of Ordinance Sections 144, 153, 155, 156, 157, 158 and 160 are hereby deleted.

SECTION 3. Amendment. The Grimes Code of Ordinance is amended by adding Sections 144, 153, 155, 156, 157, 158, 160, 161 and 162 which provides as follows:

See attached Exhibit A

SECTION 4. Amendment. The Grimes Code of Ordinance is amended Sections 28, which provides as follows:

See attached Exhibit B

SECTION 5. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 6. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 7: Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this ___ day of _____ and approved on this ___ day of ____, 2021.

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

CHAPTER 28BOARD OF APPEALS BOARD

28.01 Board Created
28.02 Organization
28.03 Election of Officers
28.04 Powers and duties
28.05 Procedures

28.06 Open Hearings
28.07 Board Decisions
28.08 Records and Copies
28.09 Court Review
28.10 Stays of Enforcement

28.01 Board Created. A Board of Appeals Board is created to accomplish the following purpose:

1. To hear an appeal filed by any property owner adversely affected by a decision, order or determination of the Development Services Director, Building Administrator, Code Enforcement Officer, Fire Chief, Fire Marshal or other Building or Fire Department Representative, relative to the application of Building Codes, Fire Codes, City Ordinances, and any City adopted International Building Code, International Residential Code, International Existing Building Code or International Property Maintenance Code with regard to property maintenance, fire or building code compliance.
2. To formulate and report to the appropriate governing body from time to time recommendations for action by them upon such amendments to the City Ordinances relating to City Building Codes as the public welfare, health and safety may require.

28.02 Organization. The Board of Appeals Board shall consist of not less than five members who are qualified by experience and training to act on matters pertaining to building construction, property maintenance, hazards of fire, hazardous conditions or and who are not employees of the City. Members shall be appointed by the Mayor and approved by City Council for five-year terms. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. Matters relating to the powers and duties of the Appeals Board shall be as provided by any applicable state statutory provisions and the terms of this chapter.

1. Chairperson. The duties of the Chairperson shall be:
 - A. To preside over all meetings of the Board.
 - B. To call special meetings.

- C. To represent or designate a representative of the Board at public affairs.
 - D. To act as the liaison between the Board and the Council.
2. Vice Chairperson. The duties of the Vice Chairperson shall be:
- A. To act as the Acting Chairperson in the event that the office of the Chairperson is vacated due to illness, resignation, absence or other cause.
 - B. To perform other duties as assigned at the request of the Chairperson.
3. Secretary. The duties of the Secretary shall be:
- A. To review and maintain a permanent record of and sign the proceedings of all Appeals Board meetings.
 - B. To be responsible for forwarding copies of all proceedings to the office of the City Clerk.
 - C. To notify Appeals Board members and others entitled to be informed of any special meetings.
 - D. Perform other duties as assigned at the request of the Chairperson.

The Appeals Board shall be appointed by the Mayor and approved by the Grimes City Council, and shall serve staggered and overlapping terms.

An Appeals Board member shall not vote on an appeal in which that member has a personal, professional or financial interest.

28.03 ELECTION OF OFFICERS.

1. The officers of the Appeals Board will be a Chairperson, Vice Chairperson and Secretary.
2. The Chairperson, Vice Chairperson and the Secretary will be elected by the Appeals Board at the first meeting in January, nomination having been made from the floor. A majority vote of those present shall constitute an election, providing a quorum is present.
3. Tenure of Office. The tenure of an officer shall be for a period of one year. An officer may be elected for a succeeding year but not more than three years.

28.04 Powers and Duties. Hearing appeals based on claims that the true intent of the City Building Code, City Ordinances or any City adopted International Building Code, International Existing Building Code, International Fire Code, International Residential Code or International Property Maintenance Code have been incorrectly interpreted or that the provisions of those codes or ordinances do not apply to a specified circumstance on appeal.

The Board shall adopt rules necessary to the conduct of its affairs and in keeping with the provisions of this chapter. Meetings shall be held at the call of the Chairperson or Acting Chairperson in the absence of a Chairperson, and at such other times as the Board may determine. The Chairperson, or in the Chairperson's absence the Acting Chairperson, may administer oaths. All meetings shall be open to the public. The Board shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep a record of any appeal hearing and the Appeals Board's written decision on any appeal, all of which shall be of public record and be immediately filed in the office of the City Clerk.

28.05 Procedures. Any person directly affected by a decision, notice or order of the Development Services Director, Building Official, Fire Chief, Fire Marshal, Code Enforcement Officer, or other Building or Fire Department Representative issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 10 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of the building code or ordinance has been incorrectly interpreted, the provisions of the building code or ordinance provisions in question do not apply, or the requirements of the building code or ordinance are adequately satisfied by other means. When an appeal is filed with the Board, the appellant shall pay a fee set in the fee table located in chapter XX to the Clerk to be credited to the General Fund of the City.

The Development Service Director shall forthwith transmit to the Appeals Board all papers constituting the record upon which the action appealed from was taken. The Appeals 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, by designee or attorney.

28.06 Open hearing. Hearings before the Appeals Board shall be open to the public. The appellant, the appellant's representative, the Development Services Director, Building Administrator, Fire Chief, Fire Marshal and/or the Building or Fire Department

Official's designee, witnesses of the parties and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of three-fifths of the board membership.

28.07 Board decision. The Appeals Board shall modify or reverse the decision of the Development Services Director, Building Administrator, Fire Chief, Fire Marshal, Code Enforcement Officer or other Building Department Representative only by a concurring vote of a majority of the total number of appointed board members. The Development Services Director or Fire Chief shall take immediate action in accordance with the decision of the board.

28.08 Records and copies. The decision of the board shall be recorded with the City Clerk. Copies shall be sent to the Appellant and to the Development Services Director.

28.09 Court review. The Appellant shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision with the City Clerk.

28.10 Stays of Enforcement. Appeals to the Appeals Board of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is decided by the Appeals Board.

SECTION 1. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 2. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3: Effective Date. This ordinance shall be in effect XXX XX, 2021 after its final passage, approval and publication as provided by law.

CHAPTER 144

PROPERTY MAINTENANCE CODE

144.01 Adoption of 2018 International Property Maintenance Code	
144.02 Amendments, Modifications and Deletions	144.05 Occupancy Violations
144.03 Enforcement	144.06 Evictions
144.04 Right of Entry	144.07 Government Exempt
	144.08 Violations

144.01 ADOPTION OF 2018 International Property Maintenance Code

Pursuant to published notice and public hearing as required by law, the 2018 International Property Maintenance Code is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2015 International Property Maintenance Code is on file in the office of the Clerk.

144.02 Amendments, Modifications and Deletions The following deletions, modifications and amendments are made to the International Property Maintenance Code, 2018 Edition, herein after referred to as the IPMC.

1. Section 101, Title; insert City of Grimes, Iowa as name of jurisdiction.
2. Section 102 of IPMC, "Applicability, Sub-section 102.1 General," by inserting the following after the first paragraph:

Partial Invalidity: In the event that any part or provision of this code is held to be illegal or void, this shall not cause any other part or provision of this code to illegal or void.

3. Amend Section 102.3 by deleting "International Zoning Code" and inserting "applicable codes that are adopted by the City of Grimes".
4. Amend Section 102 Applicability by adding the following subsection thereto:

Section 102.11 Permits required. No or structures regulated by this code shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a separate permit for each building or structure has been obtained from the Building Official in the manner and according to the applicable conditions prescribed in the Building Codes.
5. Section 103.1, General is amended by deleting "the department of property maintenance inspection" and inserting "Building Department," and by replacing "code official" with "Building Official". Throughout this code wherever these words appear this is how they shall be interpreted.
6. Amen Section 104.2, Inspections of the IPMC, by inserting the following after the first paragraph:

Personnel currently employed by the City of Grimes and actively working in the Building Department as a Building Inspector, Building Official, or working in the Fire Department as a Fire Fighter, Fire Marshall or Fire Chief or any similar position as determined by the City, are hereby deemed as qualified, certified, licensed or otherwise authorized to perform electrical, mechanical, plumbing, fire, building, rental housing and property maintenance inspections and to perform any similar duties necessary to enable compliance with the adopted code provisions of the City, and to fulfill the duties and responsibilities specifically listed in the job descriptions of said personnel.

7. Delete Chapter 113 Board of Appeals - Replace with:

City Ordinance Chapter 28 Board of Appeals

Add: 111.1 Application for appeal.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

8. Section 202 general Definitions shall be amended by adding the following subparagraphs thereto:

“Apartment House” is any building or portions thereof that contains three or more Rental Dwelling Units, and for the purpose of this code, includes Residential Condominiums and Townhomes.

“Rental Dwelling Unit(s)” is any building or portion thereof that contain living facilities, including provisions for sleeping, eating, cooking and sanitation as required by this code and rented for monetary compensation.

“Congregate Residence” is any building or portion thereof that contain facilities for living, sleeping and sanitation, as required by this code, and may include facilities for eating and cooking, for occupancy by other than a family. A congregate residence may be a shelter, covenant, monastery, dormitory, fraternity or sorority house, but does not include jails, hospitals, nursing homes or lodging houses.

9. Section 302.4 Weeds is amended by deleting and inserting “12 inches”.

10. Section 303.2 Enclosures is amended by inserting the following sentence to the exception: "This is at the discretion of the Building Official".
11. Section 304.12 Amend Handrails and Guardrails by adding the following sentence thereto:
- "Handrails and guard rails shall meet the requirement of the International Building or Residential Code enforced at the time of inspection. Exception: For buildings constructed prior to adoption of this Chapter, handrails/guardrails, which are structurally sound and provide the same height and opening protection as was required by the building code when the structure was originally constructed."
12. Section 307.1 General is amended by deleting the paragraph and exception and inserting the following paragraph thereto:
- "Handrails and guardrails shall meet the requirement of the International Building or Residential Code enforced at the time of inspection. Exception: For buildings constructed prior to adoption of this Chapter, handrails/guardrails, which are structurally sound and provide the same height and opening protection as was required by the building code when the structure was originally constructed."
13. Section 602.3 Heat Supply and 602.4 Occupied Work Spaces shall be amended by inserting September 1st through May 30th for the [DATE] to [DATE] in each section.
14. Section 604.2 Service shall be amended by adding the following sentence thereto:
- "Single Family, Duplex and Row Townhomes shall have a minimum of 100 amperes."
15. Section 604.2 Service is amended by inserting the following subparagraph thereto:
- "Exception: For buildings constructed prior to the adoption of this Chapter, services that are below 100 Amps but no less than 60 Amps, and in good, safe and operational order as required by the building code when the structure was originally constructed."
16. Section 605.2 Receptacles is amended by inserting the following subparagraph thereto:
- "All general purpose outlets requiring GFCI protection as required by the National Electric Code enforced at the time of inspection shall be in place."

144.03 Enforcement The Building Official, Fire Chief and/or their designated representative are hereby authorized and directed to enforce all the provisions of this chapter. For such purposes, the Building Official, Fire Chief and/or their designated representative shall have the power to render interpretations of this chapter and to adopt and enforce rules and supplemental regulations to clarify the applications of its provisions.

1. Inspections shall not be conducted with a minor as the sole representative of the owner(s)/agent. Inspections shall not be conducted against the will of the tenant without the building owner(s)/agent being present. Inspections shall not be conducted without prior notice to the tenant, as required by Iowa Law.

2. When receiving or responding to complaints from rental property tenants, the city will typically intervene only if the tenant has presented their concerns in writing to the owner(s)/agent with a ten (10) day notice to respond, and the owner(s)/agent has failed to respond. Exception: Life/Fire safety issues such as smoke detectors, blocked exits, exposed wiring or similar.

144.04 Right of Entry When it is necessary to make an inspection to enforce the provisions of this code, or when the Building Official has reasonable cause to believe that there exists in a building or upon a premises a condition that is contrary to or in violation of this code that makes the building or premises unsafe, dangerous or hazardous, the Building Official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

144.05 Occupancy Violations Whenever any building or structure or equipment therein regulated by this Code is being used contrary to the provisions of or does not meet the requirements of the Grimes Code of Ordinances, the Building Official may order repairs to remedy said infraction or may order such use discontinued and the structure, or the portion thereof, vacated by notice served on any person causing such use to be continued. Such person shall discontinue the use or remedy the infraction within a time prescribed by the Building Official after receipt of such notice to make the structure, or portion thereof comply with the requirements of this Code. If the property is a rental unit or structure the Building Official shall have the power to start eviction proceedings.

144.06 Eviction Tenants can and shall be evicted from the premises by the Building Official after proper notice of violations. Shall it become necessary for

the Building Official to proceed with eviction procedures, all legal and actual cost associated with the action shall be paid in full by the owners, agents or others prior to any tenant being allowed to reoccupy the structure. If the owners, agents or others fail to pay all cost after the 3rd notice the City of Grimes shall have the right to apply a lien on said property all cost associated with the action.

144.07 Government Exempt The provisions of this Chapter shall not apply to the United States of America and the State of Iowa or any of their agencies.

144.08 Violations An owner's failure to comply with the provisions of section 144.04 or section 144.05 constitutes a municipal infraction of the City of Grimes Ordinance. A municipal infraction shall subject the owner to a civil penalty as set forth in Grimes Code of Ordinances Chapter 4.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect ~~XXX X~~, 2021 after its final passage, approval and publication as provided by law.

CHAPTER 153

ENERGY CODE

- 153.01 Adoption of 2012 International Energy Conservation Code and State of Iowa Energy Code
- 153.02 Applicability
- 153.03 Amendments, Modifications and Deletions
- 153.04 Conflict with State Laws
- 153.05 Administration and Enforcement
- 153.06 Plan Approval

153.01 ADOPTION OF 2012 INTERNATIONAL ENERGY CONSERVATION CODE.

Pursuant to published notice and public hearing as required by law, the 2015 International Energy Conservation Code is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2015 International Energy Conservation Code is on file in the office of the Clerk.

153.02 APPLICABILITY

The "State of Iowa Energy Code" Adopted by The City of Grimes applies to all commercial construction, whether new construction or construction work on existing buildings. These requirements also apply to all new construction of one and two family residences in this city, but not to renovation or remodeling of one and two family residences.

153.03 AMENDMENTS, MODIFICATIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the 2012 International Energy Conservation Code are hereby made:

Delete section 101.1.

Delete section 101.2.

Delete section 103.3.1.

Delete section 103.3.2.

Delete section 103.3.3.

Delete section 103.4.

Delete section 103.5.

Delete sections 104, 107, 108, and 109 and all sections contained within each of these.

Delete chapter 5.

Section 408.2 Insert: The Commissioning Agent shall be in no way affiliated with the project's design, installation or sale of products, to avoid any conflict of interest. The Commissioning Agent shall be accredited by an industry-recognized certification program, to be determined by the AHJ.

Modify Code Section: C408.2

Replace with the following language:

C408.2 Mechanical systems and service water-heating systems commissioning and completion requirements. Prior to the final mechanical and plumbing inspections, the registered the registered design professional or approved agency shall provide evidence of mechanical systems commissioning and completion in accordance with the provisions of this section. The Commissioning Agent shall be in no way affiliated with the project's design, installation or sale of products, to avoid any conflict of interest. The Commissioning Agent shall be accredited by an industry-recognized certification program, to be determined by the AHJ.

Add Code Section C402.1.1.1 Seasonal Structures

C402.1.1.1 Seasonal Structures. The following seasonal type structures are exempt from meeting the provisions of this code. (These facilities are allowed to have heating and/or cooling equipment for the temporary comfort of patrons and employees during operating hours.)

1. Food Service Buildings that serve patrons at amusement parks, water parks and outdoor sporting facilities. The buildings can only be occupied by employees, must not be able to allow patrons to be served within the facility and must have as its sole means of serving customers, an operable exterior serving window.
2. Restroom Facilities that serve amusement parks, water parks and outdoor sporting facilities.

153.04 CONFLICT WITH STATE LAWS

Nothing in this chapter or in the 2012 International Energy Conservation Code shall be construed to be in conflict with the State laws or State Housing Code. In the event of such conflict, the State laws will prevail.

153.05 ADMINISTRATION AND ENFORCEMENT

This chapter shall be enforced by the Building Official. No building permit or certificate of occupancy shall be issued by the Clerk unless in accordance with the provisions of this chapter.

153.06 PLAN APPROVAL

Energy compliance documentation/forms shall be required for all construction commercial and residential.

Buildings that exceed 100,000 cubic feet of conditioned space are required to meet the ASHRAE 90.1-2004 or better standard and must be reviewed and approved by a licensed architect or engineer.

SECTION 1 Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 2 Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3 Effective date. This ordinance shall be in effect XXXX X, 2021 after its final passage, approval and publication as provided by law.

Passed by the City Council on this XXth day of XXX 2020 and approved on this XXth day of XXX, 2020.

CHAPTER 154

FIRE CODE

Sections:

- 154.010 Purpose.
- 154.020 Warning—Reliance upon chapter.
- 154.030 Interpretation.
- 154.040 Adoption of International Fire Code.
- 154.050 Enforcement.
- 154.060 Fire Prevention bureau.
- 154.070 Definitions
- 154.080 Establishment of limits of districts in which storage of Flammable or combustible liquids in outside aboveground tanks are to be prohibited.
- 154.090 Establishment of limits in which bulk storage of liquefied petroleum gases are to be restricted.
- 154.095 Requirements for temporary installations of liquefied petroleum tanks.
- 154.100 Establishment of limits of district in which storage of explosive and blasting agents is to be prohibited.
- 154.110 Additions, deletions, modifications and amendments.
- 154.120 New materials, processes or occupancies which require permits.
- 154.130 Outstanding permits.

154.010 PURPOSE. The purpose of this chapter is to prescribe regulations governing conditions hazardous to life and property from fire and explosion, handling or use of hazardous materials and the use and occupancy of buildings and premises.

154.020 WARNING – RELIANCE UPON CHAPTER. No person shall place reliance upon this chapter, any inspections performed or certificates issued pursuant to this chapter, as indicating the safety of or quality of construction of any particular premises. Neither this chapter nor inspections made pursuant thereto nor certificates issued are intended to assume the duty of any person to adequately construct and maintain a premises or provide a safe premises or to, in any way, indicate a decrease in the risk associated with the use or occupancy on any premises. A certification that a premise has been inspected pursuant to this chapter shall not, in any way, constitute a warranty or guarantee of the safety or quality of that premises.

154.030 INTERPRETATION. The statements of legislative intent made in Sections 154.020 shall govern and take precedence over any other language contained in this chapter or the International Fire Code, 2018 Edition, adopted in this chapter.

154.040 ADOPTION OF INTERNATIONAL FIRE CODE (IFC). The International Fire Code, 2018 Edition, published by the International Code Council, commencing with Chapter 1, except those provisions thereof which are, in this chapter, deleted, modified or amended, is adopted as and shall constitute the "Fire code of the City," prescribing regulations governing conditions hazardous to the general welfare of the city and the same is, by this reference, incorporated in this chapter as fully and completely as if set forth in full in this chapter subject to the foregoing. The fire code of the city may also be known, referred to and cited as the "Fire Code."

154.050 ENFORCEMENT. The fire code shall be enforced by the fire chief of the fire department, building official or their designees.

154.060 DEPARTMENT OF FIRE PREVENTION. The department of fire prevention is established within the city of Grimes under the direction of the fire chief which shall consist of such fire department personnel as may be assigned thereto by the fire chief and who shall be designated by the fire chief. The function of the department of fire prevention shall be to assist the fire chief in the performance of his/her duties and to assist the building official in the performance of the inspection duties. It is the intent that the inspection assistance rendered to the building official or such designated persons shall be in the form of technical assistance and advice upon request and the inspection herein prescribed as designated by the city council.

154.070 DEFINITIONS. For use in this chapter the following terms are defined:

- a. Wherever the word "jurisdiction" is used in the International Fire Code, it shall be held to mean City of Grimes, Iowa.
- b. Wherever the term "fire code official" is used it shall be held to mean "fire chief" or a duly authorized representative.

154.080 ESTABLISHMENT OF LIMITS OF DISTRICTS IN WHICH STORAGE OF FLAMMABLE OR COMBUSTIBLE LIQUIDS IN OUTSIDE ABOVE GROUND TANKS IS TO BE PROHIBITED.

1. The limits that are placed on IFC Chapter 57 in which outside aboveground storage of flammable or combustible liquids is restricted are hereby established as follows: the entire City of Grimes, Iowa.

Exceptions:

- a. An aggregate amount of one thousand (1000) gallons or less may be stored above ground on a premise if used exclusively for heating of such premises. A permit is required and the proposed installation must be approved by the Fire Code Official prior to issuance of a permit.
- b. Any new outside installation of a generator that is not fueled by natural gas shall be limited to a maximum of 1,500 gallons of Class II fuel in a NFPA/UL compliant sub-base tank; quantities greater than 1,500 gallons but less than 5,001 gallons of a Class II fuel shall be stored in an approved vaulted tank, if the application and installation is otherwise authorized. A permit is required and the proposed installation must be approved by the Fire Code Official prior to issuance of a permit.
- c. Approved bulk storage facility for the sale or storage of fuels as permitted by Chapter 165. (Zoning Regulations)

2. The limits that are placed on IFC Chapter 57 in which new bulk plants of flammable or combustible liquids are prohibited are hereby established as all zoning districts in the city except "M-2" General Industrial. A site plan must be submitted, identifying the desired location of the proposed tank(s) and a permit will be required.

154.090 ESTABLISHMENT OF LIMITS IN WHICH BULK STORAGE OF LIQUEFIED PETROLEUM GASES IS TO BE RESTRICTED. The limits that are placed on Section 6104.2 in which storage of liquefied petroleum gases is to be restricted to are hereby established as follows: the entire City of Grimes, Iowa.

154.095 REQUIREMENTS FOR TEMPORARY INSTALLATIONS OF LIQUEFIED PETROLEUM TANKS. Temporary installations LP tanks in excess of 499 lbs., individually or in aggregate, require a permit and the location must be identified with the permit application. Permits are good for thirty calendar days. Installations requiring more than thirty days will require a permit renewal. Residential properties will have a maximum of 600 lbs, individually or in aggregate.

154.100 ESTABLISHMENT OF LIMITS IN WHICH STORAGE OF EXPLOSIVE AND BLASTING AGENTS IS TO BE PROHIBITED. The limits that are placed on Section 5601.1 in which storage of explosives and blasting agents is to be restricted to are hereby established as all zoning districts in the city except "M-2" General Industrial.

154.110 ADDITIONS, DELETIONS, MODIFICATIONS AND AMENDMENTS. The following additions, deletions, modifications and amendments are made to the International Fire Code (IFC), 2018 Edition:

Section 102 amended –Applicability

Section 102.3, of the IFC, is hereby amended by deleting the exception.

Section 105 amended – Permits

Section 105.1.2, of the IFC, is hereby amended by deleting 1.1 under Operational Permit and replacing with:

Section 105.1.2 Types of permits. 1. Operational permit 1.1 Expire after one calendar year, requires renewal.

Section 105.6.27 amended -LP-Gas

Section 105.6.27, of the IFC, is hereby amended by adding the following exception:

Section 105.6.27 -LP-Gas Exception #2 Permanent installations, if used exclusively for heating of such premises, in excess of 999 lbs., will require an operational permit.

Section 109 amended – Board of Appeals

Section 109, of the IFC is hereby amended by deleting sections 108.1, 108.2, and 108.3. and inserting in lieu thereof the following:

Section 109.1 Board of appeals established. City Ordinance Chapter 28 Board of Appeals

Section 308 amended - Open Flames

Section 308, of the IFC, is hereby amended by deleting section 308.1.4 and inserting in lieu thereof the following:

Section 308.1.4 Open-flame cooking devices. Charcoal burners, other open-flame cooking devices, and other devices that produce ashes or embers shall not be operated

on balconies or within 20 feet (3048 mm) of combustible construction. Location of LP containers shall comply with Section 6104.

Exceptions:

1. One- and two-family dwellings, constructed in accordance with the International Residential Code.
2. Where buildings, balconies, and decks are protected by an automatic sprinkler system.

Section 503 amended – Fire Apparatus Access Roads

Section 503.1.4, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

503.1.4 Outdoor Venue Access. A 10 ft. wide emergency access roads designed to support 36,000 lb. weight load shall be provided within 350-feet of all portions of an outdoor venue (e.g. soccer complex, park, skate park, sports fields) to facilitate emergency vehicle access.

Exception: The fire code official is authorized to increase the dimension of 350 feet where emergency access roads cannot be installed because of location on property, topography, waterway, nonnegotiable grades, or other similar conditions, and an approved alternative means of emergency access is provided.

Section 503.2.1, of the IFC, is hereby amended by deleting section 503.2.1, and inserting in lieu thereof the following:

Section 503.2.1 – Dimensions. Fire apparatus access roads shall have a minimum unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet.

Section 505 amended – Premises Identification

Section 505, of the IFC, is hereby amended by deleting section 505.1, and inserting in lieu thereof the following:

Section 505.1 Address identification. New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall be black or white and shall contrast with their background. Where required by the *fire code official*, address numbers shall be provided in greater dimension or additional *approved* locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and a minimum stroke width as dictated by Table

505.1. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

Table 505.1

Minimum Height and Stroke Width^{a b}

Distance from the centerline of the Public Way (ft)		Minimum Height (in)	Minimum Stroke Width (in)
Less than 100		4	0.5
100	199	6	0.75
200	29	8	1
For each additional 100		Increase 2	Increase 0.5

^a Exterior suite identification, minimum height shall be 4 inches and stroke width shall be ½ inch.

^b Interior suite identification, minimum height shall be 2 inches and stroke width shall be ¼ inch.

Section 506 amended – Key Boxes

Section 506, of the IFC, is hereby amended by deleting section 506.1, and inserting in lieu thereof the following:

Section 506.1 Where Required. All commercial and multi-tenant buildings and any building provided with a fire alarm system or a sprinkler system shall be provided with a key box at the front of the building typically adjacent to the main entrance or at a location as directed by the fire code official. Key Boxes, manufactured exclusively by the Knox Corporation, shall be acquired, at building owner's expense, from Grimes City Hall. If an existing building (Excluding 1 and 2 family dwellings), not so equipped, is remodeled, this building must install a key box, prior to occupancy.

Section 507 additions and amendments – Fire Protection Water Supplies

Section 507.5.1, of the IFC, is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

Section 507.5.1 Where required. Where any portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 150 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided when required by the fire code official.

Section 507.5.1.1, of the IFC, is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

Section 507.5.1.1 Hydrant for fire department connections. Buildings equipped with a fire department connection installed in accordance with Section 912 shall have a fire hydrant located on a fire access road within 100 feet (30 m) of the fire department connection as measured by an approved route around the exterior of the building.

Exception:

The distance shall be permitted to exceed 100 feet (30 m) where approved by the fire code official

Section 507.5.5, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 507.5.5 Clear space around hydrants. A 5-foot (1524 mm) horizontal clear space shall be maintained around the circumference of fire hydrants, as measured from the center-point of the hydrant, except as otherwise required or approved.

Section 507.5, of the IFC, is hereby amended by adding two new sections, 507.5.7 and 507.5.8, as follows:

Section 507.5.7 Fire Hydrant Markers and Identification Color. When required by the Fire Code Official, hydrant locations shall be identified by the installation of an approved reflective marker. Both public and private hydrants shall comply with and be painted to Local Water Utility specifications.

507.5.8 Fire Hydrant Installation. Fire hydrants shall be installed with the grade mark on the fire hydrant at the level of finished grade. The large diameter connection shall be installed such that the connection is oriented facing the fire department access road.

Section 508 amended – Fire Command Center

Section 508, of the IFC, is hereby amended by deleting section 508.1, and inserting in lieu thereof the following:

Section 508.1 General. Where required by other sections of this code, Table 508.1, and in all buildings classified as high-rise buildings by the *International Building Code*, a *fire command center* for fire department operations shall be provided and shall comply with Sections 508.1.1 through 508.1.6.

Table 508.1 Fire Command Center Thresholds

Occupancy	Threshold Requiring a Fire Command Center
Group A	1,000 occupants
Group E	100,000 gross s.f.
Group F	200,000 gross s.f.
Group I-2 or I-3	100,000 gross s.f.
Group M	100,000 gross s.f.
Group R1	Greater than 200 dwelling units or sleeping units

Section 511 addition - Fire Service Features

Chapter 5, of the IFC, is hereby amended by a new section, 511, as follows:

Section 511 Fire and Emergency Vehicle Lanes.

Section 511.1 General. Fire and emergency vehicle lanes shall be provided and maintained in accordance with section 511.1 through 511.6, and referred to as fire lanes in this ordinance.

Section 511.2 Purpose. The requirement that Fire Lanes be established in certain parking areas and the enforcement of restrictions on parking in such Fire Lanes established in this Chapter are designed to ensure adequate access to commercial, office, multi-family, and other high-density use facilities by fire-fighting and other emergency vehicles.

Section 511.3. Designation. The Fire Code Official may designate fire lanes on private and public property as deemed necessary for the protection of life and property.

Section 511.4 Obstruction. No person shall park or place a vehicle or other obstruction in a designated fire lane that would prevent such fire lane from being immediately accessible to emergency vehicles, or deter or hinder emergency vehicles from gaining immediate access to the fire lane. A written request to the jurisdictional Fire Code Official for temporary obstruction of a fire lane shall be submitted for approval.

Section 511.5 Signs and markings. Wherever a fire lane has been designated, the Code Official shall cause appropriate signs and markings to be placed identifying such fire lanes. Signs or markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility. Fire lanes may be established or relocated at the time of plan review, pre-construction site inspection, and/or post construction site inspection, as well as any time during the life of the occupancy as needed to provide and maintain emergency vehicle access. All designated fire lanes shall be clearly marked in the following manner:

1. Vertical curbs shall be painted red on the top and side, extending the length of the designated fire lane. Rolled curbs or surfaces without curbs shall have a red (6) inch wide stripe painted the length of the designated fire lane. One of the following identification lettering methods shall be utilized:

A. The words "NO PARKING – FIRE LANE (Except for Emergency Vehicles)" shall be stenciled with three (3) inch white letters and a minimum three – quarter ($\frac{3}{4}$) inch stroke on the face of the curbing, or in the absence of vertical curbing, on the red stripe, and spaced at fifty (50) foot intervals or portions thereof, or

B. The pavement adjacent to the painted curbs shall be marked with minimum eighteen (18) inch in height block lettering with a minimum three (3) inch brush-stroke reading: "NO PARKING - FIRE LANE." Lettering shall be red and spaced at fifty (50) foot intervals or portions thereof.

2. Signage identifying fire lanes shall conform to the following: Fire lane signs shall be 18 inches tall x 12 inches wide with red letters on a white reflective background to read "Fire Lane No Parking Except For Emergency Vehicles" or similar verbiage as approved by the code official. Fire lane signs shall be placed 2 - 4 feet from the edge of the Fire Lane. The bottom of fire lane signs shall be between five (5) and seven (7) feet from the ground. Intermediate fire lane signs shall be set every one hundred (100) feet in a continuous fire lane. The BEGINS sign shall mark the beginning of a fire lane and shall be mounted below the first fire lane sign. The ENDS sign shall mark the ending of a fire lane and shall be mounted below the last fire lane sign. The BEGINS and ENDS signage may be omitted by the Code Official due to the location of the fire lane. Signs may be placed on a building when approved by the Fire Code Official.

Section 511.6 Maintenance. The owner, manager, or person in charge of any property upon which designated fire lanes have been established shall provide marking as required above and, shall maintain fire lanes at their expense as often as needed to clearly identify the designated area as being a fire lane.

Section 605 deletion – Mechanical Refrigeration

Section 605.12.4, of the IFC is hereby amended by deleting item #5 "By other approved means."

Section 703 amended - Fire-Resistance-Rated Construction

Section 703.2.3, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 703.2.3 Door Operation. Swinging fire doors shall close from the full open position and latch automatically. The door closer shall:

1. Exert enough force to close and latch the door from any partially open position.

2. Be UL listed for fire doors and of hydraulic type, spring type shall not be allowed.

Section 806 deletion - Decorative Vegetation in New and Existing Buildings

Section 806.1, of the IFC is hereby amended by deleting exception #2 "Trees shall be allowed within *dwelling units* in Group R-2 occupancies."

Section 901 addition - General

Section 901, of the IFC (correlation: IBC 901.8), is hereby amended by adding a new section, 901.4.6.1.1, as follows:

Section 901.4.6.1.1 Fire Sprinkler Riser Room. A fire sprinkler riser room shall not be exclusively accessed from an electrical room, but an electrical room may be accessed from the fire sprinkler riser room.

Section 901.4.6, of the IFC (correlation: IBC 902.1.5), is hereby amended by adding a new section, 901.4.6.5, as follows:

901.4.6.5 Temperature Sensors. Provide a low temperature sensor in the sprinkler riser room to be monitored to prevent freezing.

Section 903 amendments, and additions – Automatic Sprinkler System

Section 903.1, of the IFC (correlation: IBC 903.1), is hereby amended by adding a new section, 903.1.2, as follows:

903.1.2 Existing Buildings. For other than new construction or where current code contains retroactive provisions an automatic sprinkler system shall be provided pursuant to the building and fire codes in effect at the time of construction in accordance with provisions of the International Existing Building Code.

Section 903.2, of the IFC (correlation: 903.2), is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

Section 903.2 Where Required. An approved automatic fire extinguishing system is required if the gross square footage of a building is equal to or greater than the following:

For the purposes of this Section, "fire separations" shall not be permitted to reduce the total gross square footage of a building or area for the purpose of calculating the fire sprinkler square footage requirements.

For the purposes of this Section, "story" shall be defined as any level of a structure, whether above or below grade capable of occupancy.

Exemption. To be exempt from meeting the requirements to have fire sprinklers systems installed, the buildings or structures per legal lot or contiguous lots under common ownership, must be separated by twenty feet (20') and have 1 hour rated exterior walls on both buildings or structures so as not to have the combined total of their gross square footage applied to this Section of the Code. Note: The square footage used for calculating total "gross square footage" of a building or structure shall be measured using the outside dimensions of the total building or structure to include attached or detached buildings or structures meeting the above requirements.

Open Corridors/Hallways shall be required to have fire sprinklers installed in them when the building they are constructed in is required by this code to have a fire sprinkler system.

"An approved automatic fire extinguishing system" includes but is not limited to a complete automatic fire sprinkler system. The following Sections requiring complete automatic fire sprinkler systems shall install the fire sprinkler system following NFPA 13 standard unless otherwise noted. Alternative automatic extinguishing systems may be used if in the opinion of the Code Official the same life safety and property conservation measures are equivalent to the NFPA standard listed in this Code.

Section 903.2.1.1 of the IFC (correlation: 903.2.1.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 6,000 square feet (557.5 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multiple-theater complex.

Section 903.2.1.2 of the IFC (correlation: 903.2.1.2), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 1,500 square feet (139.4 m²).

2. The fire area has an occupant load of 50 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multiple-theater complex.

Section 903.2.1.3 of the IFC (correlation: 903.2.1.3), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 6,000 square feet (557.5 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.1.4 of the IFC (correlation: 903.2.1.4), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 6,000 square feet (557.5 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.2 of the IFC (correlation: 903.2.2), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.2 Group B. An *automatic sprinkler system* shall be provided throughout buildings containing a Group B occupancy where one of the following conditions exists:

1. A Group B *fire area* exceeds 6,000 square feet (557.5 m²).
2. A Group B *fire area* is located more than three stories above grade plane.
3. The combined area of all Group B *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).

Section 903.2.2.1 of the IFC (correlation: 903.2.2.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.2.1 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor as well as all floors below where such care is provided, and all floors between the level of ambulatory care and the nearest *level of exit discharge*, the *level of exit discharge*, and all floors below the *level of exit discharge*.

Exception: Floors classified as an open parking garage are not required to be sprinklered.

Section 903.2.3 of the IFC (correlation: 903.2.3), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.3 Group E. An automatic sprinkler system shall be provided throughout stories containing Group E occupancies and throughout all stories from the Group E occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 1,500 square feet (139.4 m²).
2. The fire area has an occupant load of 50 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.4 of the IFC (correlation: 903.2.4), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.4 Group F-1. An *automatic sprinkler system* shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 *fire area* exceeds 6,000 square feet (557.5 m²).
2. A Group F-1 *fire area* is located more than three stories above grade plane.
3. The combined area of all Group F-1 *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

Section 903.2.7 of the IFC (correlation: 903.2.7), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.7 Group M. An *automatic sprinkler system* shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M *fire area* exceeds 6,000 square feet (557.5 m²).
2. A Group M *fire area* is located more than three stories above grade plane.
3. The combined area of all Group M *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).
4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m²).

Section 903.2.8.1 of the IFC (correlation: 903.2.8.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.8.1 Group R-3. An *automatic sprinkler system* installed in accordance with Section 903.3.1.3 shall be required all buildings containing a Group R-3 occupancy where one of the following conditions exists:

1. The building is a single-family dwelling where the aggregate area of the building exceeds 8,000 square feet to include all floors of the building and attached garages.
2. The building is a townhome complex where the aggregate area of the building exceeds 8,000 square feet to include all floors of each townhome and attached garages.
3. The building is a townhome complex where the aggregate area of the building does not exceed 8,000 square feet and townhomes are not open on two sides.

Section 903.2.9 of the IFC (correlation: 903.2.9), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.9 Group S-1. An *automatic sprinkler system* shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 *fire area* exceeds 6,000 square feet (557.5 m²).
2. A Group S-1 *fire area* is located more than three stories above grade plane.
3. The combined area of all Group S-1 *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).
4. A Group S-1 *fire area* used for the storage of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m²).
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).
6. A Group S-1 occupancy used for Self-Service Storage Facility (mini-storage)

exceeds 6,000 square feet (557 m2).

Section 903.2.9.1 of the IFC (correlation: 903.2.9.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.9.1 Repair garages. An *automatic sprinkler system* shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the *International Building Code*, as shown:

1. Buildings having two or more stories above grade plane, including *basements*, with a *fire area* containing a repair garage exceeding 10,000 square feet (929 m2)
2. Buildings not more than one story above grade plane, with a *fire area* containing a repair garage exceeding 3,500 square feet (325 m2).
3. Buildings with repair garages servicing vehicles parked in *basements*.
4. A Group S-1 *fire area* used for the repair of commercial motor vehicles where the *fire area* exceeds 3,500 square feet (325 m2).

Section 903.2.11.1, of the IFC (correlation: 903.2.11.1.3), is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 903.2.11.1.3 Basements. Where any portion of a basement is located more than 75 feet (22 860 mm) from openings required by Section 903.2.11.1, the basement shall be equipped throughout with an approved automatic sprinkler system.

Section 903.3.1.2 amended – NFPA 13R sprinkler systems

Section 903.3.1.2, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R and I occupancies up to and including four stories in height in buildings not exceeding 60 feet (18 288 mm) in height above grade plane shall be installed throughout in accordance with NFPA 13, unless allowed to be sprinklered in accordance with NFPA 13D by the International Building Code. The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 of the International Building Code shall be measured from the horizontal assembly creating separate buildings.

Section 903.3.6 amended – Hose Threads

Section 903.3.6, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 903.3.6 Hose Threads Fire hose threads and fittings used in connection with automatic sprinkler systems shall be approved and shall be a siamese compatible with

2 ½" fire department hose threads, unless approved by the Fire Code Official.

Section 903.4.2, of the IFC (correlation: 903.4.2), is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 903.4.2 Alarms. An approved weather proof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 903, of the IFC, is hereby amended by adding a new section, 903.7, as follows:

Section 903.7 Fire Sprinkler for canopies. A canopy covering a door that is required to be marked as an exit shall be required to have fire sprinklers installed outside that door if the canopy extends more than 4 feet out from the door, regardless of whether the canopy is combustible or non-combustible. Canopies that have vehicle access under them with door openings shall be required to have fire sprinklers installed under the total canopy regardless of whether the canopy is combustible or non-combustible.

Exception: If the Code does not require a building to have a fire sprinkler system, section 903.7 does not apply.

Section 905 addition – Standpipe Systems

Section 905.3, of the IFC, is hereby amended by adding a new section, 905.3.9 (correlation: IBC 905.3.9), as follows:

Section 905.3.9 Building Footprint and Access. Where the most remote portion of a floor or story is more than 400 feet from a hose connection or fire department access road the fire code official is authorized to require standpipes to be provided in approved locations. Class I manual standpipes shall be allowed.

Section 907 amendments and additions – Fire Alarm and Detection Systems:

Section 907.1, of the IFC (correlation: IBC 907.1.4), is hereby amended by adding a new section, 907.1.4, as follows:

907.1.4 FACP (Fire Alarm Control Panels). Each building shall have no more than 1 FACP. Installation of fire alarm panel shall not exceed six feet in height measured from the floor to the top of the unit.

Exception: Suppression system releasing panels are not required to meet the height requirement or the limitation in the number of panels.

Section 907.2, of the IFC (correlation: IBC 907.2), is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 907.2 Where required - new buildings and structures. An approved fire alarm system meeting provisions of this code and NFPA 72 shall be installed when the gross square footage of a building is equal to or greater than the area as specified in Sections 903.2.1 through 903.2.10 inclusive, subject to the authority having jurisdiction or by Section 907 which ever shall be more restrictive. The fire alarm system shall provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Manual fire alarm boxes shall be required where deemed necessary by the fire code official.

Where corridors and/or hallways are protected by fire sprinkler systems they shall also be protected by smoke detection. Smoke detection shall be of the photoelectric type or as approved by the fire code official.

Exception:

1. Buildings with 8 or less initiating devices may use zoned systems provided only one device is used per zone. Each device shall have a plain English LCD (liquid crystal display). This alpha/numeric descriptor location is required to be reported to the Polk County dispatch center upon activation of the fire alarm system.
2. R-3 dwellings are not required to meet Section 907.2 of this Code.
3. Townhomes are required to be monitored only if a single fire sprinkler system is used for multiple units.

Sections 907.2.8 and 907.2.9, of the IFC, are hereby amended by deleting said sections, including exceptions, and inserting in lieu thereof the following:

Section 907.2.8 Group R General. Group R-1; Group R-2 apartment houses, condominiums and boarding houses (non-transient), convents, dormitories, fraternities, sororities, and monasteries; and Group R-4 shall have a monitored addressable fire alarm system.

Section 907.2.10, of the IFC, is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

Section 907.2.10 Single and Multi-station Smoke Alarms. Listed single and multiple-station smoke alarms complying with UL 217 shall be installed in accordance with Sections 907.2.11.1 through 907.2.11.4 and the household fire warning equipment

provision of NFPA 72. Smoke alarms in dwelling units shall be addressable with sounder bases and monitored by the building fire alarm system as a supervisory signal only. Mini horns in dwelling units are not required if notification from a building fire alarm system is through the smoke alarms with sounder bases.

Note: Section 907.2.10 only applies to R-1, R-2, R-4, and I-1.

Section 907.6.3, of the IFC (correlation: IBC 907.6.3), is hereby amended by deleting exceptions 1 and 2, and inserting in lieu thereof the following:

Section 907.6.3 Exception 1. Fire alarm systems with 8 or less initiating devices may use zoned systems provided only one device is used per zone. Each device shall have a plain English LCD (liquid crystal display). This alpha/numeric descriptor location is required to be reported to the Polk County dispatch center upon activation of the fire alarm system.

Section 907.6.3, of the IFC (correlation: IBC 907.6.3.2), is hereby amended by adding a new section, 907.6.3.2, as follows:

Section 907.6.3.2 Zone and address location labeling. Fire alarm panels shall have all zones and address points plainly and permanently labeled as to their location on the outside of the panel or on an easily readable map of the building, if no display screen is present.

Section 907.6.6, of the IFC (correlation: IBC 907.6.6), is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

Section 907.6.6 Monitoring. Fire alarm systems required by this chapter or by the International Building Code shall be monitored by a central station approved and listed under UL 827 in accordance with NFPA 72.

Exception: Monitoring station is not required for: 1. Automatic sprinkler and fire alarm systems in one- and two- family dwellings.

Section 907.2.9, of the IFC (correlation: IBC 907.2.9), is hereby amended by adding a new section, 907.2.9.4 and subsections 907.2.9.4.1 through 907.2.9.4.3 as follows:

907.2.9.4 Group R-4. Fire alarm systems and smoke alarms shall be installed in Group R- 4 occupancies as required in Sections 907.2.10.1 through 907.2.10.3.

907.2.9.4.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-4 occupancies.

Exceptions:

1. A manual fire alarm system is not required in buildings not more than two stories in height where all individual sleeping units and contiguous attic and crawl spaces to those units are separated from each other and public or common areas by not less than 1-hour fire partitions and each individual sleeping unit has an exit directly to a public way, egress court or yard.
2. Manual fire alarm boxes are not required throughout the building where all of the following conditions are met:
 - 2.1 The building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2.
 - 2.2 The notification appliances will activate upon sprinkler water flow.
 - 2.3 Not fewer than one manual fire alarm box is installed at an *approved* location.
3. Manual fire alarm boxes in resident or patient sleeping areas shall not be required at *exits* where located at all nurses' control stations or other constantly attended staff locations, provided such stations are visible and continuously accessible and that the distances of travel required in Section 907.4.2.1 are not exceeded.

907.2.4.9.3 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in *corridors*, waiting areas open to *corridors* and *habitable spaces* other than *sleeping units* and kitchens.

Exceptions:

1. Smoke detection in *habitable spaces* is not required where the facility is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1.
2. An automatic smoke detection system is not required in buildings that do not have interior *corridors* serving *sleeping units* and where each *sleeping unit* has a *means of egress* door opening directly to an *exit* or to an exterior *exit access* that leads directly to an exit.

907.2.9.4.3 Smoke alarms. Single- and multiple-station smoke alarms shall be installed in accordance with Section 907.2.11.

Section 910 amendments and additions – Smoke and Heat Vents:

Section 910.2, of the IFC, is hereby amended by adding the following exception:

Section 910.2 Exception 4. The Code Official may require smoke removal equipment to be installed if it is deemed necessary for the protection of life and property.

Section 910.2.1, of the IFC (correlation: IBC 910.2.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 910.2.1 Group F-1 or S-1. Smoke and heat vents installed in accordance with Section 910.3 or a mechanical smoke removal system installed in accordance with Section 910.4 shall be installed in buildings and portions thereof used as a Group F-1 or S-1 occupancy having more than 30,000 square feet (2787 m²) of undivided area. In occupied portions of a building equipped throughout with an automatic sprinkler system in accordance with 903.3.1.1, where the upper surface of the story is not a roof assembly, a mechanical smoke removal system in accordance with Section 910.4 shall be installed.

Exception: Group S-1 aircraft repair hangars.

Section 912 amended – Fire Department Connections

Section 912.4.2, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 912.4.2 Clear space around connections. A working space of not less than 60 inches in width, 60 in depth and 78 inches in height shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections, and if the fire department connection is accessible from a designated parking area, the space in front of the connection shall be marked "No Parking", except as otherwise required or approved by the Fire Chief.

Section 914.3.1.2, of the IFC (correlation: IBC 403.3.2), is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

914.3.1.2 Water supply to required fire pumps. Required fire pumps shall be supplied by connections to a minimum of two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: Two connections to the same main shall be permitted provided the main is valved such that an interruption can be isolated so that the water supply will continue without interruption through at least one of the connections.

Section 1008 amendments and additions - Means of Egress Illumination

Section 1008.2, of the IFC (correlation: IBC 1008.2.4), is hereby amended by adding a new section, 1008.2.4, as follows:

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Section 1008.2.4 Additional emergency lights. Emergency lights may be required at the discretion of the code official to clarify an exit or exit access.

Section 1008.3.3, of the IFC (correlation: IBC 1008.3.3), is hereby amended by deleting said section, and inserting in lieu thereof the following:

1008.3.3 Rooms and spaces. In the event of a power supply failure, an emergency electrical system shall automatically illuminate all of the following areas:

1. Electrical equipment rooms
2. Fire command centers
3. Fire pump rooms
4. Generator rooms
5. Public restrooms that contain at least one water closet/urinal or that are accessible
6. Meeting/conference rooms with an area greater than 400 square feet.
7. Classrooms in an E occupancy with an area greater than 400 square feet.

Section 1009 addition - Accessible Means of Egress:

Section 1009.2, of the IFC (correlation: IBC 1009.2), is hereby amended by adding Item #11, as follows:

11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1010 additions - Doors, Gates and Turnstiles:

Section 1010.1.6, of the IFC (correlation: IBC 1010.1.6.1), is hereby amended by adding a new section, 1010.1.6.1, as follows:

Section 1010.1.6.1 For landings required by Section 1010.1.5 to be at the same elevation on each side of the door exterior landings at doors shall be provided with frost protection.

Section 1010.1.9.1, of the IFC (correlation: IBC 1010.1.9.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

1010.1.9.1 Hardware. Door handles, pulls, latches, locks and other operating devices on doors required to be accessible by Chapter 11 of the International Building Code shall not require tight grasping, tight pinching or twisting of the wrist to operate. This includes thumb turn locks.

Section 1013 addition and deletion – Exit Signs:

Section 1013.1 of the IFC (correlation: IBC 1013.1.1), is hereby amended by adding a new section, 1013.1.1, as follows:

Section 1013.1.1 Additional Exit Signs: Exit signs may be required at the discretion of the code official to clarify an exit or exit access.

Section 1015 addition – Guards

Section 1015, of the IFC (correlation: IBC 1014.4), is hereby amended by adding a new section, 1015.9, as follows:

1015.9 Walking surfaces. A guard shall be provided along retaining walls where a finished walking surface such as sidewalks, patios, driveways, parking lots or similar is located on the top side of a retaining wall. The guard shall be installed along any portion of the wall measuring 30 inches or greater in height measured at any point within 36 inches horizontally to the edge of the open side. A guard shall not be required along portions of the retaining wall where the horizontal distance between the edge of the finished walking surface and the face of the wall is greater than 72 inches.

Section 1028 addition - Exit Discharge

Section 1028.5, of the IFC (correlation: IBC 1028.5.1), is hereby amended by adding a new section, 1028.5.1, as follows:

Section 1028.5.1 Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1030 addition - Emergency Escape and Rescue

Section 1030.4, of the IFC (correlation: IBC 1030.4.3), is hereby amended by adding a new section, 1030.4.3, as follows:

Section 1030.4.3 Window wells drainage. All window wells shall be provided with approved drainage.

Section 1107 addition – Requirements for Fuel Fired Appliances

Chapter 11, of the IFC, is hereby amended by adding a new section, 1107, and subsections 1107.1 through 1107.3 as follows:

1107.1 Protection of Fuel Fired Appliances. Where required or upon notification from the fire code official an existing building or tenant space containing a fuel fired appliance(s) shall be protected with 1 hour rated construction enclosure or a limited area sprinkler system complying with Section 903.3.8.

Exception: Buildings protected by an approved automatic fire sprinkler system complying with Section 903.3.1.1 or 903.3.1.2.

1107.2 CSST Bonding Requirements in Rental Dwellings. All rental dwellings shall be bonded in accordance with sections 310.2.1 through 310.2.5 of the International Fuel Gas Code, unless deemed technically infeasible by the Code Official.

1107.3 CSST Bonding Requirements for Alterations, Repairs, or Additions. For other than rental dwelling units, where alterations, repairs or additions requiring a permit to occur, CSST shall be bonded in accordance with sections 310.2.1 through 310.2.5 of the International Fuel Gas Code, unless deemed technically infeasible by the Code Official.

Section 1203 addition – Emergency and Standby Power Systems

Section 1203, of the IFC, is hereby amended by adding new sections, 1203.7 and 1203.8 as follows:

Section 1203.7 Shutdown of Emergency and Standby Power Systems. In addition to the requirements of NFPA 110 for a remote manual stop, a switch of an approved type shall be provided to shut down the generator. The switch shall be provided at an approved location.

Section 1203.8 Emergency Generator Signs. Main electrical disconnects and main breaker panels supplied by the generator shall be provided with approved signs. Additionally, doors accessing emergency and standby power systems shall be provided with approved signs. When approved switches for emergency power shut-down are located remote from the fire alarm annunciator, an approved sign shall be provided at fire alarm annunciator. Approved signs shall contain the word CAUTION in black letters at least 2 inches (50 mm) high on a yellow background. Such warning signs shall be placed so as to be readily discernible.

Section 2306 amended – Flammable and Combustible Liquid Motor Fuel-Dispensing Facilities

Section 2306.2.5 Portable Tanks is hereby amended by defining the time limit as thirty calendar days. Uses exceeding thirty calendar days will require a new permit application.

Section 3202 amended - Definitions

Section 3202, of the IFC, is hereby amended by adding new language as follows:

SPECULATIVE BUILDING. A Group S, F or M occupancy having an interior clear height greater than 12 feet (3657 mm) where high-piled storage may accrue and the client leasing or the occupant owner does not know the commodity that will be stored or the method of storage.

Section 3206 amendments and additions - General Fire Protection and Life Safety Features

Section 3206.2, of the IFC, is hereby amended by adding a new section, 3206.2.1, as follows:

Section 3206.2.1 Speculative building. Group S, F and M speculative buildings that have an interior clear height greater than 12 feet where high piled storage may accrue shall comply with this chapter.

Section 3206.4, of the IFC, is hereby amended by adding a new section, 3206.4.2, and subsections 3206.4.2.1 through 3206.4.2.7

Section 3206.4.2 Sprinkler design.

Section 3206.4.2.1 General. The design of *automatic sprinkler systems* for the protection of Group M and S occupancies containing high-piled storage or high-challenge commodities over an area equal to or greater than 2,500 ft.² (232 m²) and designed for the protection of hazardous materials stored more than one pallet high in Group M, S or H occupancies, shall be in accordance with this section. This section does not apply to miscellaneous storage within the scope of NFPA 13.

Section 3206.4.2.2 Requirements for all plan submittals. See Section 903.1.9. and 3201.3 for plan submittal requirements.

Section 3206.4.2.3 Minimum design requirements for speculative warehouses. The design of the *automatic sprinkler system* for speculative warehouses shall be based on storage of a cartoned Class A nonexpanded plastic to the available storage height. The storage height shall be determined by subtracting 48 inches (from the highest point of the roof above each system for ESFR and 30 inches for area density applications.

Section 3206.4.2.4 Minimum requirements for client leased or occupant-owned warehouses. The design of an automatic sprinkler system for client leased or occupant owned buildings containing high piled storage shall be based on the requirements of NFPA 13. The responsible Fire Protection Contractor shall perform a

survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The Contractor shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration.

The sprinkler design shall be based on the most demanding requirements determined through the on-site survey and discussions with the building owner or operator.

Technical Report shall clearly define the basis for determining the commodity and sprinkler design selection, along with how the commodities will be isolated or separated, and the referenced design document(s), including NFPA 13 or the current applicable Factory Mutual Data Sheets. If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

Section 3206.4.2.5 Required information at plan submittal. All plans, hydraulic calculations and technical reports shall be submitted with the plan submittal form. The individual submitting the design package shall ensure that all of the required information requested on the plan submittal form is included.

Section 3206.4.2.6 Minimum plan information requirements. In addition to the requirements of NFPA 13, the following information shall be included in the plans or technical report.

Section 3206.4.2.6.1 Class I-IV and Group A plastic commodities.

- A) An owner's certificate in accordance with NFPA 13. The design criteria, e.g., NFPA 13, Factory Mutual Data Sheet, or a specific fire test report.
- B) A Water Supply Flow & Pressure Test Report performed within 90 days of the plan submittal
- C) The type of design, e.g., Control Mode Density/Design Area Method; Specific Application Control Mode Method; Suppression Mode Method, including appropriate code references.
- D) A description of the stored commodities and how the commodity classification was determined.
- E) A layout of the proposed storage arrangement. If the storage is in racks, a plan and elevation detail illustrating rack heights, flue dimensions and arrangement. This detail is not required for speculation warehouses.
- F) The aisle dimensions between each storage array.
- G) If a high challenge commodity is separated using fire-resistive construction, the boundary of the fire-resistive construction shall be illustrated.
- H) A data sheet for the backflow preventer. If a data sheet is not available, the design professional shall include a statement addressing the minimum required pressure loss.
- I) A data sheet for each installed automatic sprinkler.
- J) A data sheet for each pipe hanger used to hang or support the sprinkler piping.
- K) If a fire pump will be installed or used, the manufacturer's factory test curve shall be included in the submittal.

- L) A cross-section view illustrating obstructions to the ceiling sprinklers, e.g., lights, structural members, cable trays, electrical bus ducts and HVAC ductwork.

Section 3206.4.2.6.2 Hazardous materials. In addition to the requirements of this section, the following information shall be included in a *hazardous materials* technical report.

- A) A hazardous materials inventory statement
- B) For flammable & combustible liquids, an analysis of the miscibility of Class I liquids, the size and type of the packaging, the packaging materials of construction, and if the containers have a pressure relieving mechanism.
- C) For Level 2 or 3 aerosols, a statement indicating that the aerosols are cartoned or uncartoned.

3206.4.2.7 Identification of sprinkler system capabilities and limitations. A label shall be permanently installed at or adjacent to each sprinkler riser. When a building contains more than four risers, the sign shall be located at an approved location inside the building. The minimum sign dimension is 6-inches (152 mm) high by 4-inches (101 mm) wide. The sign shall specify the capabilities and limitations of the *automatic sprinkler system*. The sign shall include the following information:

- A) The design base or basis, including the edition used
- B) A statement indicating if the sprinkler design is control mode density area method, control mode specific application, suppression mode, or any combination thereof.
- C) When used, all of the storage conditions stipulated NFPA 13 for Special Designs.
- D) The maximum storage height
- E) The minimum required aisle width
- F) If storage is in racks, the maximum rack width and minimum transverse and longitudinal flue widths.
- G) Storage Capabilities: Commodities designed to be protected by the automatic sprinkler system
- H) Limits on storage heights of idle wood and plastic storage
- I) Limits on storage heights of miscellaneous Group A plastic, tire and rolled paper storage
- J) Locations where in-rack sprinklers are required
- K) Locations where horizontal and/or vertical barriers are required
- L) Information explaining the manufacturer, sprinkler identification number, k-factor, and operating temperature of the overhead sprinklers protecting the high-piled storage.
- M) Fire Protection Contractor contact information

The following example illustrates a suggested label or sign:

Automatic Sprinkler System Capabilities & Limitations

Stored Commodity	Class I water miscible flammable liquids in 1 & 5 gallon polyethylene containers in fiberboard cartons
Design Documents	NFPA 13, 2013 edition & NFPA 30
Design Type	Control Mode, Density/Area Method
Max. Storage Height	25 feet
Min. Aisle Width	8 feet
Max. Rack Width	9 feet
Flue Dimensions	Longitudinal: Min. 6 inches Transverse: Min. 3 inches
System Capabilities	Class I-IV commodities, stored commodity, solid pile or palletized Group A plastics to 12 feet; rack storage of Group A plastics to 25 feet.
Idle Pallets	6 feet maximum storage height
Tire Storage	5 feet maximum storage height
Rolled Paper Storage	5 feet maximum storage height
In-rack sprinklers	In-rack sprinklers are required at each of 3 rack tiers containing the stored commodity. In-rack sprinklers are Tyco/Central FS-B, 17/32" orifice, QR 155°F element, SIN TY0041
Horizontal Barriers	Required at each rack tier containing the stored commodity.
Ceiling Sprinkler	Tyco ELO-231B, ¾" orifice, SR 286°F element, upright, SIN TY0030
FP Contractor	ABC Sprinkler Co. Designer: John Smith

Section 3301 amended – General

Section 3301.2, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof, the following:

Section 3301.2 Purpose. This chapter prescribes minimum safeguards for construction, alteration and demolition operations to provide reasonable safety to life and property from fire and other emergencies during such operations.

Section 3310 addition - Access for Fire Fighting

Section 3310.1.1, of the IFC, is hereby amended by adding a new section, 3310.1.1, as follows:

Section 3310.1.1 Construction Site Access. *Approved* fire apparatus access roads shall be provided for every facility, building or portion of a building as soon as construction commences. The fire apparatus access road shall comply with the requirements of Section 503.2 and this section and shall extend to within 100 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an *approved* route around the exterior of the building or facility.

Exception: The *fire code official* is authorized to increase the dimension of 100 feet (45 720 mm) where:

1. The building is equipped throughout with an *approved automatic sprinkler system* that is fully functional and installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar

Section 3311 amended – Means of Egress

Section 3311.1, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

3311.1 Stairways required. Where building construction exceeds 30-feet (9.144 mm) in height above the lowest level of fire department vehicle access, two temporary or permanent stairways shall be provided. As construction progresses, such stairways shall be extended to within one floor of the highest point of construction having secured decking or flooring.

Section 3313 amended – Standpipes

Section 3313.1, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

3313.1 Where required. In buildings required to have standpipes by Section 905.3.1, not less than one standpipe shall be provided for use during construction. Such standpipe shall be installed prior to construction exceeding 30-feet (9.144 mm) in height above the lowest level of fire department vehicle access. Such standpipe shall be provided with fire department hose connections at approved locations complying with Section 3311.1. As construction progresses, such standpipes shall be extended to within one floor of the highest of construction having secured decking or flooring.

Chapter 40 addition - Special Events

Chapter 40, of the IFC, is hereby added as follows:

CHAPTER 40 SPECIAL EVENTS

SECTION 4001 GENERAL

4001.1 Scope. Special events including trade shows and exhibitions, outdoor assembly events, outdoors mazes, special amusement buildings, and special scaffolding

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structures shall comply with this chapter and Section 1028. Temporary indoor vehicle displays and vehicle competition or demonstrations shall comply with this chapter and Section 314.

4001.2 Site plans.

A detailed site plan shall be submitted to the fire code official with each permit application for approval.

1. Outdoor events: The permit application and site plan shall be submitted a minimum of 30 business days prior to the event. Site plans shall include, but not be limited to:

1. The means of egress.
2. Location and width of exits and aisles.
3. Location of exit signs.
4. Location of fencing or means used to confine attendees.
5. Total square footage of enclosed space.
6. Location and arrangement of all tents, booths or cooking equipment.
7. Locations of fire apparatus access roads.
8. Location of fire protection equipment.
9. Type and location of heating and electrical equipment where applicable.
10. Location of temporary staffed water stations and permanent water fountains.

2. Trade shows and exhibitions: The permit application and site plan shall be submitted a minimum of 30 business days prior to the event. Site plans shall include, but not be limited to:

1. The means of egress.
2. Location and width of exits and aisles.
3. Location of exit signs.
4. Total square footage of space.
5. Location and arrangement of all booths and cooking equipment.
6. Location of all fire protection equipment.
7. Type and location of heating and electrical equipment where applicable.
8. Location of covered or multi-level exhibits or booths.

3. Mazes. The permit application and site plan shall be submitted a minimum of 30 business days prior to the event. Site plans shall include, but not be limited to:

1. Means of egress.
2. Location and width of exits and aisles.
3. Location of exit signs.
4. Total square footage of space.
5. Location and arrangement of all booths and cooking equipment.
6. Location of all fire protection equipment.
7. Location of means to confine attendees.

8. Locations of *fire apparatus access roads*.
9. Type and location of heating and electrical equipment where applicable.
10. Locations of structures.

At time of permit application, the event coordinator shall submit a letter from the property owner authorizing the use of the site, the address of the site, dates and hours of operation and names and 24-hour phone numbers of at least two principals.

4. Temporary indoor vehicle displays: The permit application and site plan shall be submitted a minimum of 10 business days prior to the display of electric, liquid- or gas-fueled vehicles, boats or other motor craft. Floor plans shall include, but not be limited to:

1. The means of egress.
2. Location and width of exits and aisles.
3. Location of exit signs.
4. Total square footage of space.
5. Location and arrangement of all booths and cooking equipment.
6. Location of all fire protection equipment.
7. Type and location of heating and electrical equipment where applicable.
8. Location and size of exhibits and booths.
9. Location of structures.

Exception: Auto dealerships.

5. Vehicle competition or demonstration. The permit application and site plan shall be submitted a minimum of 10 business days prior to the competition or demonstration of electric, liquid- or gas-fueled vehicles, boats or other motor craft. A floor plan shall include, but not be limited to:

1. The means of egress.
2. Location and width of exits and aisles.
3. Location of exit signs.
4. Total square footage of space.
5. Location and arrangement of all booths and cooking equipment.
6. Location of all fire protection equipment.
7. Type and location of heating and electrical equipment where applicable.
8. Location and size of exhibits and booths.
9. Location of structures.
10. Location of *fire apparatus access roads* where applicable.

SECTION 4002 DEFINITIONS

4002.1 Definitions. The following words and terms are defined in Chapter 2.

CROSS AISLES.
EXHIBITS.
FLAME EFFECT.
MAIN AISLE.
MAZE.
OUTDOOR ASSEMBLY EVENT.
TEMPORARY STRUCTURES.
TRADE SHOWS OR EXHIBITIONS.

4003 GENERAL REQUIREMENTS

4003.1 Access for firefighting and medical services. Approved vehicle access for firefighting and medical services shall be provided in accordance with Sections 503 and 512.

4003.2 Combustible storage. Combustible materials stored at special events shall be stored in approved locations and containers.

4003.3 Crowd managers. Crowd managers shall be provided where the fire code official determines that an indoor or outdoor gathering warrants crowd control. Crowd managers shall be in accordance with Section 403.3.

4003.4 Decorative materials and furnishings. Curtains, drapes and decorations including, but is not limited to drapes, signs, banners, acoustical materials, cotton, hay, fabric, paper, straw, moss, split bamboo, and wood chips shall be flame resistant as demonstrated by testing in accordance with NFPA 701, or provide documentation of flame retardancy. Field flame test shall be in accordance with Section 320. Materials that cannot be treated for flame retardancy shall not be used unless approved by the fire code official. This includes but is not limited to oilcloth, tarpaper, nylon, plastic cloth, and other plastic materials.

4003.5 Fire protection equipment clearance. Clearance around all fire protection equipment shall be in accordance with Section 901.4.6.

4003.6 Fire extinguishers. Fire extinguishers shall be in accordance with Section 906 and NFPA 10

4003.7 Fire watch. Fire watch shall be in accordance with Section 403.12.1.

4003.8 Fireworks, pyrotechnics. Fireworks and pyrotechnics shall comply with Chapter 56.

4003.9 Housekeeping. The special event area and related areas shall be kept free from combustible debris at all times.

4003.10 LP-gas heaters. Fuel supplies for liquefied-petroleum gas-fired heaters shall comply with Chapter 61 of the International Fire Code.

4003.11 Open flame devices. Open flame devices shall comply with Section 308.

4003.12 Waste disposal. Combustible debris shall not be accumulated at special events. Combustible debris, rubbish and waste material shall be removed from special events at the end of each shift of work. Combustible debris, rubbish and waste material shall not be disposed of by burning on the site unless approved.

SECTION 4004 TRADE SHOWS AND EXHIBITIONS

4004.1 General. Trade shows and exhibitions conducted within any occupancy shall comply with Chapter 38.

4004.2 Vehicles. Liquid- and gas-fueled and electric vehicles, boats or other motor-craft and equipment used for display, competition or demonstration within a building shall be in accordance with Section 314.

4004.3 Means of egress. *Means of egress* shall comply with this section and the requirements of Chapter 10.

4004.3.1 Travel distance. The maximum travel distance from any point in an exhibit to an exit access aisle shall not exceed 50 feet (15240mm).

4004.3.2 Aisles.

4004.3.2.1 Aisle width. Minimum aisle width inside a trade show or exhibition shall comply with the following:

Square Footage of Trade Show or Exhibition	Minimum Aisle Width
Greater than 15,000 square feet (1393m ²)	10 feet (3048mm)
5,000 square feet (465 square meters) to 15,000 square feet (1393m ²)	8 feet (2438mm)
Less than 5,000 square feet (465 m ²)	6 feet (1829mm)

4004.3.3 Obstructions. Aisles shall be kept clear of all obstructions, including but not limited to, fixtures and displays of goods for sale, chairs, tables, product, displays, vehicles, and trailer tongues.

4004.3.4 Exit signs. Exit signs shall be visible from all locations in the occupancy.

4004.4 Exhibit construction and materials. The materials used for an exhibit shall comply with Section 3804.4 and Chapter 8

4004.4.1 Materials. Shall be one of the following:

1. Noncombustible or limited-combustible materials.
2. Wood that is greater than ¼-inch (6mm) nominal thickness
3. Wood ¼-inch (6mm) nominal thickness or less that is pressure-treated fire-retardant wood meeting the requirements of NFPA 703, Standard for Fire Retardant Impregnated Wood and Fire Retardant Coatings for Building Materials. The product shall be marked or labeled by the manufacturer. The product shall not be painted or similarly modified until the material has been inspected and the marking or labeling verified, or provide documentation acceptable to the fire code official.

4004.4.1.1 Flame retardant materials. Materials shall comply with Chapter 8.

4004.4.1.2 Wall and ceiling coverings. Textile wall coverings, such as carpeting and similar products used as wall or ceiling finishes shall comply with Chapter 8.

4004.4.1.3 Plastics. Plastics shall be limited to those that comply with Chapter 8. Plastics used in trade shows and exhibitions with an occupant load of 300 or more shall be Class A or Class B. Plastics used in trade shows and exhibitions with an occupant load of less than 300, shall be Class A, Class B or Class C.

4004.5 Combustible materials storage

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4004.5.1 Quantity. Combustible materials shall be limited to a one-day supply

4004.5.2 Location. Storage of combustible materials behind exhibits, booths, or tents is prohibited. Combustible materials, including but not limited to wood crates, paper and cardboard boxes, shall be stored outside the building in an approved area or in a storeroom having a fire-resistance rating of at least one hour and protected by an approved automatic fire-extinguishing system

4004.6 Covered exhibits and booths.

4004.6.1 Fire Protection.

4004.6.1.1 Automatic sprinkler systems. An approved sprinkler system shall be provided in covered exhibits and booths exceeding 300 square feet (2787 m²). Each level of multi-level exhibit booths shall be protected throughout, including the uppermost level where the uppermost level is covered with a ceiling.

4004.7 Multi-level booths. Construction documents for all multi-level exhibits shall be approved and stamped by a licensed structural engineer or architect and shall be submitted with the permit application. This includes any exhibit where a live load is proposed above the exhibit area floor level, regardless of the accessibility of the area to

the public. Upper levels of multi-level booths with an occupant load greater than 10 persons shall have at least 2 remote exits.

4004.8 Hazardous Materials. Hazardous materials shall comply with this section and Chapters 50 through 67.

4004.8.1 Specific prohibitions. The following hazardous materials shall not be stored, handled or used in trade shows and exhibitions:

1. Division 1.1, 1.2, 1.3, and 1.5 explosives as classified by the U.S. Department of Transportation.
2. Detonable, Class I and Class II organic peroxides.
3. Class I-A flammable liquids.
4. Class 4 and Class 3 oxidizers.
5. Class 4 and Class 3 (unstable) reactive materials.
6. Class 3 water-reactive materials.
7. Pyrophoric materials.
8. Highly toxic materials
9. Toxic gases.
10. Fueling or defueling of flammable or combustible that are stored or used as liquids, cryogenics or compressed gases.

4004.9 Demonstration cooking and warming equipment or devices.

4004.9.1 General. Cooking and warming devices for demonstration purposes only shall be in accordance with Section 3804.9.

4004.9.2 Public Isolation. Equipment and devices shall be isolated from the public by not less than 4 feet (1219 mm) or by a noncombustible 3-sided barrier between the equipment and devices and the public.

4004.9.3 Protection. Single-well cooking equipment using combustible oils or solids shall meet the following:

1. A noncombustible lid shall be immediately available. The lid shall be of sufficient size to cover the cooking well completely.
2. The cooking surface shall not exceed 288 square inches (1858 cm²).
3. The equipment shall be placed on a noncombustible surface.
4. The equipment shall be separated from each other by a horizontal distance of not less than 2 feet (609mm).

4004.9.4 Cooking equipment shall be separated from combustible materials by a horizontal distance of at least 2 feet (609mm).

4004.9.5 Butane. Butane for cooking equipment shall be limited to one 10 oz cylinder and one spare in storage, of the same size, per appliance. Storage location shall be approved by the fire code official.

4004.9.5.1 Portable butane-fueled appliances. Portable butane-fueled appliances are allowed in restaurants and in attended commercial food catering operations where fueled by not more than two 10 oz (284g) LP-gas capacity, nonrefillable butane containers that have a water capacity not exceeding 1.08 lb (0.5 kg) per container. The containers shall be directly connected to the appliance, and manifolded containers is not permitted. Storage of cylinders is limited to 24 containers, with an additional 24 permitted where protected by a 2-hour fire-resistance-rated barrier.

SECTION 4005 OUTDOOR ASSEMBLY EVENTS

4005.1 General. Outdoor assembly events shall be in accordance with this Section 3805 and Chapter 10.

4005.2 Occupant load. The fire code official shall establish an occupant load for the event site.

4005.3 Exits. Exits shall comply with Chapter 10 and be as remote from each other as practical and shall be provided as follows:

Occupant Load	Minimum Number of Exits
1 to 500	2
501 to 1,000	3
1,001 or 1,500	4
each additional 500 persons	36 additional inches of exit width

4005.3.1 Width. The aggregate clear width of exits shall be a minimum of 36 inches wide (914mm) for each 500 persons to be accommodated.

4005.3.2 Signs. Exits shall be identified with signs that read "EXIT". The signs shall be weather-resistant with lettering on a contrasting background. The lettering shall be of sufficient height and brush stroke to be immediately visible from 75 feet (22,860mm). Placement of the exit signs shall be approved by the fire code official.

4005.4 Concession stands, food booths, and retail booths.

4005.4.1 General. Concession stands, food booths and retail booths shall be in accordance with Section 3805.4.

4005.4.1.1 Distances. A minimum of 20 feet (6096mm) shall be provided between every 150 linear feet (45,720mm) of booth space. A minimum of 30 feet (9144mm) shall be provided between booths used for cooking and the vehicles, generators, or any

other internal combustion engines. A minimum of 30 feet (9144 mm) shall be provided between booths used for cooking and amusement rides or devices.

4005.4.2 Cooking appliances or devices.

4005.4.2.1 Public isolation. Cooking appliances or devices shall be isolated from the public by not less than 4 feet (1219 mm) or by a non-combustible 3-sided barrier between the equipment and devices and the public.

4005.4.2.2 Protection. Single-well cooking equipment using combustible oils or solids shall meet the following:

1. A noncombustible lid shall be immediately available. The lid shall be of sufficient size to cover the cooking well completely.
2. The cooking surface shall not exceed 288 square inches (18,580mm).
3. The equipment shall be placed on a noncombustible surface.
4. The equipment shall be separated from each other by a horizontal distance of not less than 2 feet (609mm).

4005.4.2.3 Liquefied petroleum gas (LP-gas). LP-gas shall be in accordance with Chapter 61 and NFPA 58.

4005.4.2.3.1 Maximum number and quantity. A maximum of a total aggregate water capacity of 50 gallons (95L) of LP-gas is permitted at one concession stand or booth used for cooking.

4005.4.2.3.2 LP-gas high-pressure cylinder hoses. Hoses shall be designed for a working pressure of 350 PSIG (2413 kPa) with a safety factor of 5 to 1 and shall be continuously marked with LP-GAS, PROPANE, 350 PSI(2413 kPa) WORKING PRESSURE, and the manufacturer's name or trademark. Hose assemblies, after the application of couplings, shall have a design capability of 700 PSIG (4826 kPa). Hose shall not exceed 12 feet (3638 mm) unless approved by the fire code official.

4005.4.2.3.3 LP-gas low-pressure cylinder hoses. Hoses with a working pressure of 5 psig shall be allowed when a fix regulator is set a 5 psi and is connected directly to the LP GAS cylinder. The hose shall not exceed 12 feet (3658 mm) unless approved by the fire code official.

4005.4.3.3 Storage of containers. Containers shall be stored in accordance with Chapter 61.

4005.4.4 Generators / electrical.

The generators shall be installed at least 10 feet (3048mm) from combustible materials, and shall be isolated from the public by physical guard, fence, or enclosure installed at

least 3 feet (914mm) away from the internal combustion power source, and be provided with a compliant portable fire extinguisher per Section 906 and NFPA 10.

4005.4.5 Temporary water stations.

When outdoor temperatures are expected to exceed 90oF (35oC), the event sponsor shall provide and maintain a minimum of one staffed water station for each 1,000-projected attendance. The water station shall include adequate water supply, cups, and a means for rapid replenishing of exhausted water. Each water station shall be located as far apart as practicable to allow ease of access for event attendees.

SECTION 4006 MOBILE FOOD VEHICLES

4006.1 General. Mobile food vehicles which are temporarily or permanently stored on a property where food items are processed or prepared and sold to the public shall comply with this section.

Exception: Food peddlers operating a retail food establishment from a vehicle designated to be readily movable in which food is; sold or given away but not composed, compounded, thawed, reheated, cut, cooked, processed or prepared.

4006.2 A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors. Commercial kitchen exhaust hoods shall comply with the requirements of the *International Mechanical Code*.

4006.2.1 Maintenance. Hoods shall be inspected, tested, and maintained in accordance with this code and the *International Mechanical Code*.

4006.2.2 Inspections and tests. Kitchen hood extinguishing systems shall be inspected and tested every six months by a state of Iowa licensed fire protection contractor.

4006.3 Fire extinguishers. Portable fire extinguishers shall be provided within a 30-foot (9144 mm) travel distance of commercial-type cooking equipment. An approved 2A:20B:C rated dry chemical fire extinguisher shall be provided within 30 feet (9144 mm) of any commercial cooking equipment. Additionally, cooking equipment involving solid fuels or vegetable or animal oils and fats shall be protected by a Class K rated portable extinguisher in accordance with Section 904.12.5.1 or 904.12.5.2, as applicable.

4006.4 Liquefied petroleum gas (LP-gas). LP-gas shall be in accordance with Chapter 61 and NFPA 58.

4006.4.1 Maximum number and quantity. A maximum of two LP-gas containers with a total aggregate water capacity of 50 gallons (190 L) is permitted at one mobile food vehicle.

4006.4.2 LP-gas cylinder hoses. Hoses shall be designed for a working pressure of 350 psig (2413 kPa) with a safety factor of 5 to 1 and shall be continuously marked with LP-GAS, PROPANE, 350 PSI WORKING PRESSURE, and the manufacturer's name or trademark. Hose assemblies, after the application of couplings, shall have a design capability of 700 psig (4826 kPa). Hose assemblies shall be leak tested at the time of installation at not less the operating pressure of the system in which they are installed.

4006.5 Location. Mobile food vehicles shall not be located within 20 feet (6096 mm) of buildings, tents, canopies or membrane structures.

SECTION 4007 SPECIAL AMUSEMENT BUILDINGS

4007.1 General. [B] Special amusement buildings shall be in accordance with this section and Section 411 of the International Building Code.

Exception: Amusement buildings or portions thereof, which are without walls or a roof and are constructed to prevent the accumulation of smoke.

4007.2 Use of combustible decorative materials. Use of combustible decorative materials shall be in accordance with Chapter 8.

4007.3 Assistance. Adult monitors with flashlights shall be available to provide assistance in the event someone becomes lost or disoriented. One adult monitor shall be provided for every 60 persons.

4007.4 Automatic sprinkler system. Special amusement buildings shall be equipped throughout with an automatic sprinkler system in accordance with Chapter 9.

4007.4.1 Temporary special amusement buildings. Where the special amusement building is temporary, the sprinkler water supply shall be of an approved temporary means. The sprinkler piping shall be connected to a temporary water supply having sufficient capacity (flow and pressure) to supply residential or standard quick spray response sprinkler heads at a minimum design density of 0.15 gpm (.57 LPM) per square foot of protected floor area. The design shall be based on flowing the six most hydraulically remote sprinkler heads. Should the temporary amusement building contain less than six heads, the design shall assume that all heads are flowing simultaneously. The temporary water supply may be connected to a domestic water line, a fire line, or temporary on-site storage tank as long as the minimum design densities are met. An indicating type control valve shall be installed in an accessible location between the sprinkler system and the connection to the water supply.

SECTION 4008 MAZES

4008.1 General. Mazes including, but not limited to corn stalk or hedge mazes, shall be in accordance with Section 3808.

4008.1.2 Safe refuge areas. Safe refuge areas shall be established outside of the maze or building and structure, and shall not be closer than 50 feet (15240mm).

4008.1.3 Paths. Paths throughout the maze shall be a minimum of 36 inches (914mm) in width and shall be clear and unobstructed width.

4008.1.4 Separation. A minimum of 20 feet (6096mm) shall be provided between mazes and buildings and structures. The 20-foot (6096mm) clearance shall be free from vegetation and obstructions.

4008.1.5 Means of egress. Each exit shall be a minimum of 6 feet (1828mm) wide.

4008.1.5.1 Travel distance. The maximum travel distance to reach an exit access shall not exceed 75 feet (22,860mm). The travel distance shall be determined by using the maze path.

4008.1.5.2 Number. The travel distance required to reach an exit access shall determine the number of exits required. Locking devices shall remain unlocked on exits when the maze is occupied.

4008.1.5.3 Exit signs. Exit signs shall be provided next to or above each exit. The lettering shall be a minimum of 12 inches (305mm) high with 2-inch (51mm) brushstroke. The signs shall read EXIT with lettering in a color contrasting to the sign's background.

4008.2 Event plans. The following plans shall be submitted to the fire code official.

4008.2.1 General fire safety plan. The plan shall include, but not be limited to procedures that shall be used to prevent over-drying of vegetation throughout the site, documentation of decorative materials flame-retardancy, the maximum number of attendees.

4008.2.2 Security plan. The plan shall document who shall provide security (e.g., off-duty police officers, sheriff's posse, employees). All security personnel shall be provided with a 2-way radio and flashlight.

4008.2.3 Evacuation plans. The plan shall document the responsibilities of all on-site employees. The plan shall also document how attendees will be evacuated, and where they will be evacuated.

4008.2.4 Maze rules. Maze rules shall be posted at maze entrance.

4008.3 Employee responsibilities. Each employee shall be familiar with the evacuation plan and with fire extinguisher locations. Documentation of training shall be provided to the fire code official.

4008.3.1 Guides. An employee shall be responsible for guiding a group of not more than 14 attendees through the maze. Each employee shall be provided with a minimum of one flashlight and two-way radio. The employees shall be responsible for detecting and reporting fire or smoke to a competent person posted at the maze main entrance and begin evacuation procedures.

4008.3.2 Main entrance employee. Each maze shall be manned by an employee at the entrance. The employee shall be capable of communicating with the employees and shall be provided with a cellular telephone. When the main entrance employee receives a report of smoke, fire or injury, the employee shall immediately call 9-1-1.

4008.4 Watering. Corn stalk and hedge mazes shall be provided with sufficient water and at a frequency that prevents the vegetation from becoming dry or brittle. Failure to comply with this provision is an imminent hazard and the fire code official shall issue a stop order.

4008.5 Buildings and structures. When buildings and structures are intended to be occupied by attendees, the building and structure shall comply with Section 3807.

SECTION 4009 COVERED MALL BUILDINGS

4009.1 General. Temporary use of the common pedestrian area within a covered mall building for promotional, Group A, Group E, Group M or similar activities shall be in accordance with Section 3809.

4009.2 General requirements.

4009.2.1 Main aisle width. Main aisles shall be a minimum of 10 feet (3048mm) in width or the minimum required means of egress width, whichever is greater, and shall be maintained in accordance with Chapter 10. Main aisles shall not be obstructed.

4009.2.2 Cross aisle width. Cross aisles shall be a minimum of 15 feet (4572mm) in width or the required means of egress width, whichever is greater, and shall be maintained in accordance with Chapter 10.

4009.2.3 Fueled equipment. Liquid- or gas-fueled, or electric appliances, tools, apparatus, craft or vehicles shall be displayed in a mall in accordance with Section 314. LP-gas powered floor maintenance machines may be used when in accordance with Chapter 61.

4009.3 Combustible decorative materials. Combustible decorative materials shall be in accordance with Chapter 8.

Section 5601 addition - General

Section 5601.4, of the IFC, is hereby amended by adding and exception, as follows:

Exception: Persons in charge of fireworks display or pyrotechnic special effect operations may be less than 21 years of age if they possess a valid PGI display fireworks operator certification or equivalent certification approved by the fire code official.

Section 6104 addition and amendment - Location of LP-Gas Containers

Section 6104.2, of the IFC, is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof, the following:

Section 6104.2 Maximum capacity within established limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the installation of liquefied petroleum gas shall be prohibited unless specifically approved by the fire code official, and in that case the aggregate capacity of any one installation shall not exceed a water capacity of 1,000 gallons (3785 L) (see Section 3 of the Sample Legislation for Adoption of the *International Fire Code* on page xxi).

Exception: Containers shall not exceed a water capacity of 20 gallons, must be located outside of the building, and used for cooking purposes only.

Section 6104.3, of the IFC, is hereby amended by inserting a new section, 6104.3.3, as follows:

Section 6104.3.3 LP Gas Containers in Group R Occupancies. LP Gas shall not be stored or used inside of a building.

Adopting Appendix I

Appendix I is being adopted by specific reference as the guideline for Fire Protection Systems - Noncompliant Conditions

154.120 New materials, processes or occupancies which require permits. The Building Official and Fire Code Official shall act as a committee to determine and specify, after giving affected persons and opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those enumerated in either the Building Code or Fire Code. The fire code official shall post such list in a conspicuous place in the building department and distribute copies thereof to interested persons.

154.130 Outstanding permits. If a building permit is outstanding on the effective date of this chapter and the fire code adopted by this chapter, the provisions of this chapter and the fire code adopted by this chapter, shall apply to the work authorized by such permit, except to the extent that the fire code official and building official shall determine that the application of such provisions to such work would be unreasonable. The burden shall be upon the holder of such permit to show the unreasonableness of such provisions.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this day of , .

CHAPTER 155

PLUMBING CODE

155.01 Adoption of 2018 Uniform Plumbing Code

155.02 Amendments, Modifications and Deletions

155.01 ADOPTION OF 2018 UNIFORM PLUMBING CODE. Pursuant to published notice and public hearing as required by law, the 2018 Uniform Plumbing Code and all provisions are hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2018 Uniform Plumbing Code is on file in the office of the Clerk.

155.02 AMENDMENTS, MODIFICATIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the 2018 Uniform Plumbing Code are hereby made:

Code Section: UPC 407.3

Insert the following language at the end of the Code section:

Tempering devices shall be installed at or as close as possible to the point of use.

Modify Code Section: UPC 408.4

Insert the following Exception.

Exception: In a residential dwelling unit where a 2-inch waste pipe is not accessible, and approval from the Authority Having Jurisdiction has been granted, the waste outlet, fixture tailpiece, trap and trap arm may be 1 ½ inch when an existing tub is being replaced by a shower sized per Section 408.6(2). This exception only applies where one shower head rated at 2.5 gpm is installed.

Modify Code Section: UPC 409.4

Insert the following language at the end of the Code section:

Tempering devices shall be installed at or as close as possible to the point of use.

Modify Code Section: UPC 410.3

Insert the following language at the end of the Code Section:

Tempering devices shall be installed at or as close as possible to the point of use.

Modify Code Section: UPC 418.3

Insert the following language:

(5) At least one floor drain or receptor approved by the AHJ shall be provided in each room where an automatic water heater is or will be installed and in each

mechanical room. When installed in a basement floor, such floor drain shall be at least three inches in diameter. Floor drains in other locations may be no less than two inches in diameter.

Modify Code Section: UPC 608.5

Insert the following language to the end of Code section (2):

relief valve drains material and installation shall meet the manufacture approved temperature and pressure rating of the relief valve.

Modify Code Section: UPC 609.1

Insert the following language at the end of the Code Section:

Building supply yard piping wherever feasible shall be not less than 60 inches below earth cover.

Modify Code Section: UPC 701.2

Insert the following underlined language into the Code Section:

(2) ABS and PVC DWV piping installations shall be installed in accordance with applicable standards referenced in Table 701.2 and Chapter 14 "Firestop Protection." Except for individual single-family dwelling units, materials exposed within ducts or plenums shall have a flame spread index of not more than 25 and a smoke-developed index of not more than 50, where tested in accordance with ASTM E84 or UL 723. ABS and PVC DWV piping may be installed in the vertical position between Cast Iron piping if supported properly and the cast iron does not impose a load on the vertical ABS or PVC piping. These tests shall comply with all requirements of the standards to include the sample size, both for width and length. Plastic pipe shall not be tested filled with water.

Add Code Section: UPC 703.1.1

Insert the following language:

703.1.1 Size of Drainage Piping. The main building drain shall be a minimum 4" diameter.

Modify Code Section: UPC 715.3

Insert the following language at the end of the Code Section:

Compromised piping is determined by the AHJ that would consist of significant cracks, out of alignment piping, missing pieces from piping, and or fittings. If any portion of a bituminous fiber ("Orangeburg") building sewer fails, the Orangeburg sewer shall be replaced in its entirety from the building to the public sanitary sewer with new sewer that fully complies with this Code.

Modify Code Section: UPC 717.1

Replace the last sentence of the Code Section with:

No building sewer shall be smaller than 4" in diameter and or the building drain.

Add Code Section: UPC 718.3.1

Insert the following underlined language to the Code Section:

718.3 Protection from Damage. No building sewer or other drainage piping or part thereof, which is constructed of materials other than those approved for use under or within a building, shall be installed under or within 2 feet (610 mm) of a building or structure, or part thereof, nor less than 1 foot (305 mm) below the surface of the ground. Building sewers less than 42" below grade shall be protected with an engineered system to prevent damage from freezing and frost heave. The provisions of this subsection include structures such as porches and steps, whether covered or uncovered; breezeways; roofed porte cochere; roofed patios; carports; covered walks; covered driveways; and similar structures or appurtenances.

Modify Code Section: UPC 813.1

Insert the following underlined language to the Code Section:

813.1 General. In other than single family dwellings and duplexes, pipes carrying wastewater from swimming pools, wading pools, or hot tubs, including pool drainage, backwash from filters, shall be installed as an indirect waste by an air gap. Where the recirculation pump is used to discharge waste pool water to the drainage system, the pump discharge shall be installed as an indirect waste, with an air gap, to the sanitary sewer.

Modify Code Section: UPC 814.5

Insert the following underlined language to the Code Section:

814.5 Point of Discharge. Air-conditioning condensate waste pipes shall connect indirectly to a properly trapped fixture, floor drain or open sight drain, or except where permitted in Section 814.6, to the drainage system through an air gap or air break to trapped and vented receptors, dry wells, leach pits, sump pump, surface area (permission must be obtained from the building official for this point of discharge), the tailpiece of plumbing fixtures or indirectly to the building storm sewer through a roof drain. A condensate drain shall be trapped in accordance with the appliance manufacturer's instructions or as approved.

Modify Code Section: UPC 1014.1

Insert the following language at the end of the Code Section:

Notwithstanding provisions of section 1014.1, regulations of Fat Oil and Grease (FOG) and sizing of FOG removal devices where connected to Wastewater Reclamation Authority (WRA) system shall be in accordance with WRA regulations for the regulations of industrial wastewater and commercial wastewater. Grease drainage lines shall be clearly identified by one of the following ways.

1. Stenciled with "Grease Drainage". Letters size shall be 1½" for 2" piping, and 2" for 3" and larger piping. Stenciling shall be applied every 3 feet of piping and labeled at the future stubbed locations.
2. Prior approval of an identification system approved by the AHJ.

Modify Code Section: UPC 1103.1

Insert the following language at the end of the Code Section:

Vertical leader shall be sized based on a 4 inch per hour rainfall.

Modify Code Section: UPC 1103.2

Insert the following language at the end of the Code Section:

Horizontal storm drains shall be sized based on a 4 inch per hour rainfall.

Modify Code Section: UPC 1103.3

Insert the following language at the end of the Code Section:

Gutters shall be sized based on a 4 inch per hour rainfall.

Modify Code Section: UPC 1208.5.3.4

Insert the following language:

1208.5.3.4 Corrugated Stainless Steel. Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section 1211.2. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect XXX XX, 2020 after its final passage, approval and publication as provided by law.

CHAPTER 156

RESIDENTIAL BUILDING CODE

156.01 Adoption of 2018

International Residential Code

156.02 Amendments, Modifications
and Deletions

156.03 Plan Approval

156.04 Temporary Permit

156.05 Fee Schedule

156.06 Conflict With State Laws

156.07 Administration and Enforcement

156.01 ADOPTION OF 2018 INTERNATIONAL RESIDENTIAL CODE. Pursuant to published notice and public hearing as required by law, the 2018 International Residential Code is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2015~~18~~ International Residential Code is on file in the office of the Clerk.

156.02 AMENDMENTS, MODIFICATIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the 2018 International Residential Code are hereby made:

Section 4. Delete Section R313; refer to Grimes Ordinance Chapter 154 Fire Code Section 903

Section 5. Delete IRC 112 Board of Appeals

Section 6. Expiration

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 90 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 90 days after the time the work is commenced.

Section 7. Exterior Walls Exception #1

Accessory structure with an area of 100 square feet or more located less than 10 feet from a dwelling and/or another structure shall be provided with two layers of 5/8" Type X sheetrock or equivalent in throughout the areas of the structure that encroaches the 10 feet.

Modify Code Section: IRC R101.2

Replace with and add the following language:

R101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of the following:

1. Detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of

egress and their accessory structures not more than three stories above grade plane in height.

2. Owner-occupied lodging houses with five or fewer guestrooms.
3. Detached one- and two-family dwellings and townhouses that contain offices of up to 20 percent of the dwelling unit area.
4. Live/work units within detached one- and two-family dwellings and townhouses that comply with the requirements of Section 419 of the International Building Code.
5. Care facilities within detached one- and two-family dwellings and townhouses with eight or fewer persons receiving care who have the ability to respond to emergency situations and evacuate.
6. In-home child care facilities within detached one- and two-family dwellings and townhouses where in-home child care is provided to no more than eight children, and of these eight children no more than six are five years old or younger, no more than four are twenty-four months old or younger, and no more than three are eighteen months old or younger.
7. In-home child care facilities that provide custodial care for 16 or fewer persons in detached one- and two-family dwellings and townhouses that were registered with the State of Iowa Department of Human Services as child development homes and have held such registration continuously in good standing since on or before January 1, 2017.
8. Care facilities within detached one- and two-family dwellings and townhouses that are provided with a residential fire sprinkler system complying with Section P2904 or NFPA 13D with eight or fewer persons receiving care who have impairments that prevent them from responding to emergency situations and evacuating.

Delete 105.5

See Grimes Permit and CO Policy

Insert Definition into Code Section: IRC R202

Add the following language:

CARE FACILITY. A building or structure where care is provided to persons who need some level of assistance or supervision.

Delete Chapter R113 Board of Appeals - Replace with:
City Ordinance Chapter 28 Board of Appeals

Insert Definition into Code Section: IRC R202

Add the following language:

IN-HOME CHILD CARE. A dwelling where care is provided to children by a person other than the child's parent, guardian, or custodian for periods of less than twenty-four hours per day per child on a regular basis.

Modify Table: IRC R302.6

Replace with the following revised table:

TABLE R302.6

DWELLING-GARAGE SEPARATION

SEPARATION	MATERIAL
<i>From the residence and attics</i>	<i>Not less than 5/8-inch Type X gypsum board or equivalent applied to the garage side</i>
<i>From habitable rooms above the garage and structure(s) supporting floor/ceiling assemblies used for separation required by this section</i>	<i>Not less than 5/8-inch Type X gypsum board or equivalent</i>
<i>Garages located less than 5 feet from a dwelling unit on the same lot</i>	<i>Not less than 5/8-inch Type X gypsum board or equivalent applied to the interior side of exterior walls and ceilings within the garage</i>

Delete Code Section: IRC 302.13

Modify Code Section: IRC R303.3

Replace with the following language and exception:

Section R303.3 Bathrooms. Bathrooms shall be provided with a mechanical ventilation system. The minimum ventilation rates shall be 50 cfm for intermittent ventilation or 20 cfm for continuous ventilation. Ventilation air from the space shall be exhausted directly to the outside.

Exception: Toilet rooms containing only a water closet and/or lavatory may be provided with a recirculating fan.

Modify Code Section: IRC R305.1.1 Exception

Replace with the following exception:

Exception: Existing basements not having a height as specified in this section are allowed to be finished with a ceiling height that is not decreased more than the minimal measurement created by applying a finished ceiling of gypsum board or acoustical ceiling tiles.

Modify Code Section: IRC R308.4.2 (Existing exceptions to remain)

Replace with the following language:

Section R308.4.2 Glazing Adjacent To Doors. Glazing in an individual fixed or operable panel adjacent to a door where the nearest vertical edge of the glazing is within a 24-inch (610 mm) arc of either vertical edge of the door in a closed position and where the bottom exposed edge of the glazing is less than 60 inches (1524 mm) above the walking surface shall be considered to be a hazardous location.

Exceptions:

1. Decorative glazing.
2. Where there is an intervening wall or other permanent barrier between the door and the glazing.
3. Where access through the door is to a closet or storage area 3 feet (914 mm) or less in depth. Glazing in this application shall comply with Section R308.4.3.
4. Glazing that is adjacent to the fixed panel of patio doors.

Insert Exception #1 into Code Section: IRC 310.2.2

Add the following language:

Exception

A landing may be provided to meet the maximum sill height of forty-four (44) inches above the floor or landing provided. The landing shall be not less than thirty-six (36) inches wide, not less than twelve (12) inches out from the exterior wall, and not more than twenty-four (24) inches in height. The landing shall be permanently affixed to the floor below or the wall under the window it serves.

Modify Code Section: IRC R310.2.4

Replace with the following language:

Section R310.2.4 Emergency escape windows under decks and porches. Emergency escape and rescue openings installed under decks and porches shall be fully openable and provide a path not less than 36 inches (914mm) in height to a yard or court. Cantilever areas of all construction elements shall be regulated in accordance with this section.

Modify Exception to Code Section: IRC R310.6

Replace with the following language:

Exception: New habitable spaces created in an existing *basement* shall be provided with emergency escape and rescue openings in accordance with Section R310.1.

Modify Exception to Code Section: IRC R311.3.2

Replace with the following language:

Exception: A top landing is not required where a stairway of not more than four risers is located on the exterior side of a door, provided the door does not swing over the stairway.

Insert Exception #3 into Code Section: IRC 311.7.5.1

Add to the following language:

Exception

The dimension of the top and bottom riser of a stair may vary up to 1 inch (25.4 mm) from the stairway riser dimension; however, in no case shall the riser height exceed seven and three-quarter inches.

Modify Code Section: IRC R312.1.1

Replace with the following language and add exception:

R312.1.1 Where required. *Guards* shall be provided for those portions of open-sided walking surfaces, including stairs, ramps and landings, driveways, sidewalks, patios, and decks that are located more than 30 inches (762 mm) measured vertically to the floor or *grade* below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Insect screening shall not be considered as a *guard*.

Exception: Portions of retaining wall where the horizontal distance between the edge of the walking surface and the face of the wall is greater than 36-inches.

Delete Code Section: IRC 313.1

Replace with the following language:

313.1 Townhomes automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in *townhouses*.

Exceptions:

1. An automatic residential fire sprinkler system shall not be required where *additions* or *alterations* are made to existing *townhouses* that do not have an automatic residential fire sprinkler system installed.
2. Townhouse structures less than eight thousand (8,000) square feet of floor space.

Delete Code Section: IRC 313.2

Replace with the following language:

313.2 One- and two-family dwelling automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.

Exceptions:

1. An automatic residential fire sprinkler system shall not be required where *additions* or *alterations* are made to existing buildings that are not already provided with an automatic residential fire sprinkler system.
2. One-and two-family dwellings containing less than eight thousand (8,000) square feet of floor space.

Modify Exception #3 to Code Section: IRC R403.1.4.1

Replace with the following exception:

Exception

Decks less than 30" above grade and not supported by a dwelling, shall not require footings that extend below the frost line.

Modify Code Section: IRC R404.1

Replace with the following language:

Section R404.1 Concrete and masonry foundation walls. Concrete foundation walls shall be selected and constructed in accordance with the provisions of Section R404.1.3. Masonry foundation walls shall be selected and constructed in accordance with the provisions of Section R404.1.2. If backfill prior to a poured in place floor slab is desired, one of the following methods to provide bottom lateral support shall be completed: (1) a full depth (minimum 1-1/2") nominal 2" x 4" keyway may be formed into the footings to secure the bottom of the foundation wall -or- (2) 36" long vertical # 4 rebar may be embedded a minimum of 6" into the footings not to exceed 7' on center spacing.

Add Code Section: IRC R404.1.3.2.3

Insert the following language and Table:

R404.1.3.2.3 Foundation Walls for Conventional Light Frame Wood Construction. Concrete and masonry foundation walls shall be permitted to be designed in accordance with the following Table 'Foundation Walls for Conventional Light Frame Construction' may be used: Table 404.1.3.2.3 Foundation wall for conventional light frame wood construction

Height of Foundation Wall (Net measured from top of basement slab to top of foundation wall)*		Thickness of Foundation Walls		Reinforcement type and placement within Foundation Wall**	Reinforcement type and placement within Foundation Wall** (maximum 12' span between corners and supporting cross walls.)	Type of Mortar
		<u>Unit</u>				
<u>Gross</u>	<u>Net</u>	<u>Concrete</u>	<u>Masonry</u>	<u>Concrete</u>	<u>Masonry</u>	Masonry
<u>8</u>	<u>7' 8"</u>	<u>7 ½"</u>	<u>8"</u>	<u>½"</u> horizontal bars, placement in the middle, and near the top & bottom – ½" bars @ 6' max. vertically	0.075 square inch bar 8' o.c. vertically in fully grouted cells. If block is 12" nominal thickness, may be unreinforced.	Type M or S. Grout & Mortar shall meet provisions of Chapter 21 IBC
<u>9</u>	<u>8' 8"</u>	<u>8"</u>	<u>See Chapter 18 IBC</u>	<u>½"</u> bars 2' o.c. horizontally & 20" vertically o.c.	See Chapter 18 IBC	Same as above
<u>10</u>	<u>9' 8"</u>	<u>8"</u>	<u>See Chapter 18 IBC</u>	<u>(5/8"</u> bars 2' o.c. horizontally & 30" vertically o.c.)	See Chapter 18 IBC	Same as above

*Concrete floor slab to be nominal 4". If such floor slab is not provided prior to backfill, provide 1) 36" vertical #4 rebar embedded in the footing @ maximum 7' O.C. spacing -and/or- 2) full depth nominal 2" depth x 4" width keyway in footing

** All reinforcement bars shall meet ASTM A6175 grade 40 minimum and be deformed. Placement of bars shall be in center of wall and meet the provisions of chapters 18, 19, and 21 of the International Building Code.

NOTE: Cast in place concrete shall have a compressive strength of 3,000 lbs @ 28 days. Footings shall contain continuous reinforcement of minimum 2 – ½" diameter rebar throughout. Placement of reinforcement and concrete shall meet the requirements of Chapter 19 of the International Building Code.

NOTE: Material used for backfilling shall be carefully placed granular soil of average or high permeability and shall be drained with an approved drainage system as prescribed in Section 1805.4 of the International Building Code. Where soils containing a high percentage of clay, fine silt or similar materials of low permeability or expansive soils are encountered or where backfill materials are not drained or an unusually high surcharge is to be placed adjacent to the wall, a specially designed wall shall be required.

Note: Foundation plate or sill anchorage shall be installed in accordance with the respective codes as applicable.

Add Code Section: IRC R506.2.4

Insert the following language and Exception:

Section R506.2.4. Reinforcement Support. Where provided in slabs-on-ground, reinforcement shall be supported to remain in place from the center to upper one-third of the slab for the duration of the concrete placement.

Exception: Non-structural slabs

Add Code Section: IRC R1305.1.1.1

Insert the following language:

M1305.1.1.1 Appliances in Closets, Alcoves, or similar compartments. Appliances installed within a closet, alcove or compartment, such space shall

measure no less than 30 inches wide and the opening into such space shall also be no less than 30 inches wide.

Modify Code Section: IRC M1502.4.2

Replace with the following language and exception:

M1502.4.2 Duct installation. Exhaust ducts shall be supported at intervals not to exceed

4 feet, (3658 mm) and shall be secured in place. The insert end of the duct shall extend

into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints shall be

sealed in accordance with Section M1601.4.1 and shall be mechanically fastened.

Ducts

shall not be joined with screws or similar fasteners. Where dryer exhaust ducts are

enclosed in wall or ceiling cavities, such cavities shall be of sufficient size to allow the

installation of the duct, without changing the configuration of the duct.

Exception: Dryer duct sections that are longer than 4 feet shall be supported minimally

every 6 feet.

Add additional item to Code Section: IRC M1601.3

Insert the following language:

5. The use of air-inflated/encapsulated duct wrap to achieve required R-values shall be prohibited.

Add additional item to Code Section: IRC M1602.3

Insert the following language:

4. Return air openings shall be a minimum four (4) feet measured in any direction from

Supply Air Diffusers.

Delete Code Section: IRC G2414.5.3 (403.5.4)

Replace with the following language:

G2414.5.3 (403.5.4): Corrugated Stainless-Steel Tubing.

Arc resistant corrugated stainless-steel tubing shall be listed in accordance with ANSI LC 1 (Optional Section 5.16)/CSA 6.26.

Steel Tubing.

Arc resistant corrugated stainless-steel tubing shall be listed in accordance with ANSI LC 1 (Optional Section 5.16)/CSA 6.26.

Delete Code Section: IRC G2415.5.2 (404.2)

Replace with the following language:

G2415.2 (404.2) CSST.

Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section G2411. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

Add Code Section: IRC E3704.7.1

Insert the following language:

3704.7 Prohibited Locations. Feeders supplying a Townhome shall not cross a property line other than the individual unit served. For the purposes of this provision, the term Townhome shall mean a single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on not less than two sides.

1. Section 326.1 – 326.12 is hereby instated with the following amendments:

A. Swimming Pools. No person shall maintain or use a swimming pool unless it conforms to the requirements of this chapter, and in the event that any swimming pool is found not to comply with the terms of this chapter, it shall constitute a nuisance within the definition of Chapter 50 of this Code of Ordinances and the City may invoke remedies and penalties provided in said chapter. This section provided for construction regulations and permit fees with regard to swimming pools.

B. The definition of a swimming pool shall be: SWIMMING POOLS. Any structure intended for swimming, recreational bathing or wading that has the capacity of containing water over 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground pools; hot tubs; spas and fixed-in-place wading pools.

C. Permit Required. No person shall construct or any alteration, addition, remodeling or other improvements to a swimming pool without a permit therefore. Swimming pools shall be maintained in accordance with the provisions of this chapter.

D. Application. A person seeking a permit shall make an application to the Development Services Department for such permit. The plans and specifications and plot plan, as well as other pertinent explanatory data, shall be submitted with each application.

E. Issuance of Permit. If the plans and specifications and plot plans meet the requirements of this chapter, a permit fee as specified in chapter xx, shall be paid to the Development Services Department.

F. Design Requirements. The materials used in lining swimming pools shall be light in color, impervious to water, and provide a tight tank with smooth and easily cleaned surfaces. Sand or dirt bottoms are prohibited.

G. Plumbing. All cross connections between the City water supply or the sewer system in the plumbing of a swimming pool shall be constructed in accordance with the 2018 Uniform Plumbing Code.

H. Electrical. All electrical construction shall be installed in accordance with the current National Electric Code.

I. This Ordinance shall apply to all existing and new swimming pools. All existing swimming pools shall comply within fourteen (14) days of the effective date of this ordinance.

326.1 General. The provisions of this section shall apply to the design of barriers for pools and spas. These design controls are intended to provide protection against the potential drowning and near drowning by restricting access to such pools or spas. These requirements provide an integrated level of protection against potential drowning through the use of physical barriers and warning devices restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 326.3 through 326.12.

Exceptions:

1. Spas and hot tubs with a lockable safety cover that complies with ASTM F 1346.
2. Swimming pools with a powered safety cover that complies with ASTM F 1346.

326.2 Outdoor swimming pools and spas. Outdoor pools and spas and indoor swimming pools shall be surrounded by a barrier that complies with Sections 326.3 through 3109.12.

326.3 Barrier height and clearances. Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall be not less than 48 inches (1219 mm) above grade where measured on the side of the barrier that faces away from the pool or spa.
2. Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the pool or spa structure. Where the barrier is mounted on the top of the pool or spa, the vertical clearance between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).

326.4 Openings. Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.

326.5 Closely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the pool or spa side of the fence. Spacing between vertical members shall not exceed 13/ 4 inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 13/ 4 inches (44 mm) in width.

326.6 Widely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, the interior width of the cutouts shall not exceed 13/ 4 inches (44 mm).

326.7 Chain link dimensions. The maximum opening formed by a chain link fence shall be not more than 13/ 4 inches (44 mm). Where the fence is provided with slats fastened at the top and bottom which that reduce the openings, such openings shall be not more greater than 13/ 4 inches (44 mm).

326.8 Gates. Access gates shall comply with the requirements of Sections 326.9 through 326.12 and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool or spa, shall be self-closing and shall have a self-latching device.

326.9 Utility or service gates. Gates not intended for pedestrian use, such as utility or service gates, shall remain locked when not in use.

326.10 Double or multiple gates. Double gates or multiple gates shall have at least not fewer than one leaf secured in place and the adjacent leaf shall be secured with a self-latching device. The gate and barrier shall not have openings larger than 1/ 2 inch (12.7 mm) within 18 inches (457 mm) of the latch release mechanism.

326.11 Onground residential pool structure as a barrier. An onground residential pool wall structure or a barrier mounted on top of an onground residential pool wall structure shall serve as a barrier where all of the following conditions are present:

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, the wall complies with the requirements of Section 326.3 and the pool manufacturer allows the wall to serve as a barrier.
2. Ladders or steps used as means of access to the pool are capable of being secured, locked or removed to prevent access except where the ladder or steps are surrounded by a barrier that meets the requirements of Section 3110.
3. Openings created by the securing, locking or removal of ladders and steps do not allow the passage of a 4-inch (102 mm) diameter sphere.
4. Barriers that are mounted on top of onground residential pool walls are installed in accordance with the pool manufacturer's instructions.

326.12 Prohibited locations.

Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers.→

156.04 TEMPORARY PERMIT. The Building Administrator or Building Division Representative may approve the construction of part of a building or structure and shall endorse upon the plans and specifications for such part such approval before the entire plans and specifications for the whole building or structure have been submitted and approved, provided adequate information and detailed statements have been filed, complying with the pertinent requirements of this

Code. Upon approval of the plans and specifications the Clerk shall issue a temporary permit, and the holder of such permit shall proceed at his or her own risk without assurance that the permit for the entire building or structure shall be granted.

156.06 CONFLICT WITH STATE LAWS. Nothing in this chapter or in the 2018 International Residential Code shall be construed to be in conflict with the State laws or State Housing Code. In the event of such conflict, the State laws will prevail.

156.07 ADMINISTRATION AND ENFORCEMENT. This chapter shall be enforced by the Building Official. No building permit or certificate of occupancy shall be issued by the Clerk unless in accordance with the provisions of this chapter.

Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Effective Date. This ordinance shall be in effect XXX, XX after its final passage, approval and publication as provided by law.

CHAPTER 157

MECHANICAL CODE

157.01 Adoption of 2018 International Mechanical Code

157.03 Conflicts with State Law

157.02 Amendments, Modifications and Deletions

157.01 ADOPTION OF 2018 INTERNATIONAL MECHANICAL CODE. Pursuant to published notice and public hearing as required by law, the 2018 International Mechanical Code, and all the provisions of the International Mechanical Code Standards, published in the 2018 International Mechanical Code are hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2018 International Mechanical Code is on file in the office of the Clerk.

157.02 AMENDMENTS, MODIFICATIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the 2018 International Mechanical Code are hereby made:

1. Delete all references to the "International Fuel Gas Code" and insert in lieu thereof "NFPA 54 and NFPA 58."
2. Modify Code Section: IMC 304.11
Remove and Insert the following language to the Exception:
Exception: Guards are not required where permanent fall arrest/restraint anchorage connector device that comply with ANSI/ASSE Z 359.1 are and affixed for the use during the entire lifetime of the roof covering. The devices shall be placed not more than 10 feet (3048 mm) on center along hip and ridge lines and places not less than 10 feet (3048 mm) from the roof edges and the open sides of walking surfaces.
3. Modify Code Section: IMC 306.1
Insert the following language at the end of the code section:

An unobstructed level working space at least 30 inches deep and 30 inches wide shall be provided on any side of equipment where service access is required. Code official or designee may approve service space reductions prior to equipment installation, provided manufacturer's instructions are met. (Excluding Suspended Ceiling)
4. Modify Code Section: IMC 306.5

Insert the following language at the end of the code section:

If the tenants of a multiple tenant building have, or are allowed to have, mechanical facilities on or which penetrate the roof, then roof access ladders must be provided for use by all such tenants and their agents and contractors in a manner that does not require accessing space under the control of another tenant.

5. Modify Code Section: IMC 306.5

Remove the Exception:

Exception: This shall not apply to Group R-3 occupancies.

6. Delete Code Section: IMC 307.2.4.1

Replace with the following language:

307.2.4.1 Ductless mini-split system traps: Ductless mini-split equipment that produces condensate shall be installed per manufacturer's instructions.

7. Delete Code Section: IMC 401.2

Replace with the following language:

401.2 Ventilation required. Every occupied space shall be ventilated by mechanical means in accordance with section 403. Where the air infiltration rate in a dwelling is less than 5 air changes per hour when tested with a blower door at a pressure of 0.2 inches of water column in accordance with Section 402.4.1.2 of the energy conservation code, the dwelling shall be ventilated by mechanical means in accordance with Section 403.

8. Delete Code Section: IMC 402.

9. Modify Code Section: IMC 508.1.1

Insert the following language at the end of the code section:

The temperature differential between makeup air and the air in the conditioned space shall not exceed 10°F (6°C) except where the added heating and cooling loads of the makeup air do not exceed the capacity of the HVAC system. All kitchen makeup air shall be tempered.

Exception: An Iowa Registered Mechanical Engineer submits a report to the local jurisdiction verifying the kitchen HVAC system is capable of handling the additional load created by non-tempered make up air.

10. Modify Code Section: IMC 604.3

Insert the following language at the end of the code section:

The use of air-inflated/encapsulated duct wrap to achieve required R-values shall be prohibited.

11. Modify Code Section: IMC 603.1

Insert the following language at the end of the code section:

Air plenums and ducts located in floor and wall cavities shall be separated unconditioned space by construction with insulation to meet energy code requirements. These areas include but are not limited to exterior walls, cantilevered floors, and floors above garages.

12. Modify Code Section: IMC 603.6.1.1

Insert the following language at the end of the code section:

Flexible air ducts shall be designed and installed per manufacturer's installation instructions and requirements.

13. Modify Code Section: IMC 1107.5.4

Insert the following language at the end of the code section:

All press-connect fittings must be listed and labeled for refrigerant piping and installed per manufacturer's instructions.

157.03 CONFLICTS WITH STATE LAW. Nothing in this chapter or in the International Mechanical Code shall be construed to be in conflict with State law and in the event there is such a conflict, the State law shall prevail.

Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Effective Date. This ordinance shall be in effect XXX XX, 2021 after its final passage, approval and publication as provided by law.

CHAPTER 158

ELECTRICAL CODE

158.01 Purpose; Reliance Upon Chapter	158.06 Deletions, Modifications and Amendments
158.02 Interpretation	158.07 Official Copy
158.03 Adoption	158.08 Outstanding Permits
158.04 Scope	158.09 Governments Exempt
158.05 Application to Moved Buildings	158.10 Conflict With Code

158.01 PURPOSE; RELIANCE UPON CHAPTER. It is the purpose of this chapter to require architects, builders, contractors, property owners, their agents and others, to meet their responsibilities with respect to proper installation, construction, construction techniques and premises safety and to provide for inspections and fees as a means of compelling compliance therewith. It is not the purpose of this chapter to create any duty on the part of the City, its officers, agents or employees, owing to any individual member of the public or to protect any particular or circumscribed class of persons. Specifically, it is not the intent of this chapter to create any duty or liability by the City, its officers, agents or employees, to premises occupants, owners, tenants or any other person. No person shall place reliance upon this chapter, any inspections performed or certificates issued pursuant to this chapter, as indicating the safety of or quality of construction of any particular premises. Neither this chapter nor inspections made pursuant thereto nor certificates issued are intended to assume the duty of any person to adequately construct and maintain a premises or provide a safe premises or to, in any way, indicate a decrease in the risk associated with the use or occupancy of any premises. A certification that a premise has been inspected pursuant to this chapter shall not in any way constitute a warranty or guarantee of the safety or quality of that premises.

158.02 INTERPRETATION. The foregoing statements of legislative intent shall govern and take precedence over any other language contained in this chapter or the *National Electrical Code* adopted in this chapter.

158.03 ADOPTION. The *National Electrical Code*, 2017 Edition, published by the National Fire Protection Association, except those provisions thereof which are hereinafter deleted, modified or amended, is adopted as and shall constitute the "Electrical Code of the City of Grimes, Iowa" to regulate the practice and materials used in the installation, maintenance, extension and alteration of all wiring, fixtures,

appliances and appurtenances in connection with various electrical systems in the City. The same is, by this reference, incorporated in this chapter as fully and completely as if set forth in full in this chapter. The use of the term "*National Electrical Code*" in this chapter shall be interpreted to refer to the *National Electrical Code*, Current Edition.

158.04 SCOPE. The provisions of this chapter shall apply to:

1. The electrical conductors, equipment and materials installed within or on public and private buildings and other premises;
2. The conductors that connect the installation to a supply of electricity and other outside conductors on the premises;

Additions to, alterations of and repairs to existing electrical equipment covered by this chapter shall comply with its provisions. When such additions, alterations or repairs are made, the Electrical Inspector may order other reasonable additions or alterations in a building or structure or on premises, when a danger to life or property may result if such other additions or alterations are not made. Installations which were in compliance with this chapter in existence at the time such installations were made shall be presumed to be safe and proper, which presumption may be rebutted by evidence that the installation may be dangerous to life or property. If the classification of a building has been changed due to a change in occupancy, the wiring in the entire building shall comply with all the electrical standards applicable to the new classification. If the occupancy of a building has been changed to a mixed occupancy, each occupancy shall comply with its own particular classification and shall be wired in compliance with the electrical standards of its particular classification.

158.05 APPLICATION TO MOVED BUILDINGS. Buildings or structures moved into or within the City shall comply with the provisions of this chapter for new buildings or structures.

158.06 DELETIONS, MODIFICATIONS AND AMENDMENTS. The following deletions, modifications and/or amendments are made to the *National Electrical Code*, 2017 Edition:

Chapter 1 General is modified by adding a new article thereto after Article 110 as follows:

Article 120
Permits and Registration

120.1 Homeowners Performing Electrical Installations. Homeowners may apply for a permit when performing work on their own primary or non-rental/non-commercial property. Homeowner must pass a written exam prior to commencement of work and approval of permit, such exam shall be written and administered by the Building Official. This permit is valid during the code cycle the test was passed under.

120.2 Electrical Contractor's Registration. No person shall engage in the activity, or represent themselves to the public as engaging in the activity of installing, altering, maintaining or repairing any electrical equipment within the scope of this subchapter unless they have first registered with the City their State Electrical Contractor's License and those parties responsible for obtaining permits. Nothing contained in this section shall be deemed to exclude the performance of maintenance or sign wiring work by electrical contractors. The provisions of this section shall not apply to nor be deemed to include, the electrical work of a public utility, telephone, telegraph or railroad company where such electrical work is an integral part of the plant used by such companies in rendering its duly authorized service to the public.

120.3 Permits are not transferable. Electrical work performed under the provisions of this chapter must be done by a contractor meeting the licensing provisions as set forth by the Iowa Electrical Examining Board in accordance with Iowa Code Chapter 103. A responsible person or an electrician licensed by the State of Iowa Electrical Examining Board as a "Master A or B" may sign and obtain a permit for the contractor for which they are employed only when said responsible person or "Master A or B" has provided proof of employment or written confirmation by said licensed contractor. Any permit required by the provisions of this code may be revoked by the Building Official upon the violation of any provision of this code.

120.4 Submitting Permits. A State of Iowa licensed Electrical Contractor or Residential Contractor shall be allowed only to secure permits for himself or herself, or for a single firm or corporation. When a State of Iowa licensed electrical contractor has secured such a permit, only the employees of such contractor when meeting the provisions of Iowa Code Chapter 103 shall perform the work for which the permit was obtained.

Add Code Section and Exception: NEC 215.13.1 Townhomes not to be supplied through another.

NEC 215.13 Prohibited Locations. Feeders supplying townhomes shall not extend through any townhome unit other than the unit served. For the purposes of this provision, the term townhome shall mean a single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on not less than two sides.

Exception: If a recorded easement is established in a concealed space or attic within a townhome unit, feeders are allowed within that easement.

158.07 OFFICIAL COPY. An official copy of the electrical code, as adopted by this chapter, including the certificate of the Clerk as to its adoption and effective date, is on file in the office of the Clerk.

158.08 OUTSTANDING PERMITS. If an electrical permit is outstanding, the provisions of this chapter and the electrical code adopted hereby shall apply to work authorized by such permit, except to the extent that the electrical inspector shall determine that the application of such provisions to such work would be unreasonable. The burden shall be upon the holder of such permit to show the unreasonableness of such provisions.

158.09 GOVERNMENTS EXEMPT. The provisions of this code shall not apply to the United States of America and the State of Iowa or any of their agencies.

158.10 CONFLICT WITH CODE. The words and numbers used in this chapter shall prevail if and when there is a variance in the words and numbers used in this chapter and in the *National Electrical Code*, adopted in this chapter.

Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Effective Date. This ordinance shall be in effect XXX X, 2020 after its final passage, approval and publication as provided by law.

CHAPTER 160

BUILDING CODE

160.01 Adoption of 2018 International Building Code	160.05 Fee Schedule
160.02 Amendments, Modifications and Deletions	160.06 Conflict with State Laws
160.03 Plan Approval	160.07 Administration and Enforcement
160.04 Temporary Permit	160.08 Climate and Geographical Criteria

160.01 ADOPTION OF 2018 INTERNATIONAL BUILDING CODE. Pursuant to published notice and public hearing as required by law, 2018 International Building Code is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2018 International Building Code is on file in the office of the Clerk.

160.02 AMENDMENTS, MODIFICATIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the 2018 International Building Code are hereby made:

Delete Section 3109.1 replace with the following amendments:

A. Swimming Pools. No person shall maintain or use a swimming pool unless it conforms to the requirements of this chapter, and in the event that any swimming pool is found not to comply with the terms of this chapter, it shall constitute a nuisance within the definition of Chapter 50 of this Code of Ordinances and the City may invoke remedies and penalties provided in said chapter. This section provided for construction regulations and permit fees with regard to swimming pools.

B. The definition of a swimming pool shall be: SWIMMING POOLS. Any structure intended for swimming, recreational bathing or wading that has the capacity of containing water over 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground pools; hot tubs; spas and fixed-in-place wading pools.

C. Permit Required. No person shall construct or any alteration, addition, remodeling or other improvements to a swimming pool without a permit therefore. Swimming pools shall be maintained in accordance with the provisions of this chapter.

D. Application. A person seeking a permit shall make an application to the Clerk for such permit. The plans and specifications and plot plan, as well as other pertinent explanatory data, shall be submitted with each application.

E. Issuance of Permit. If the plans and specifications and plot plans meet the requirements of this chapter, a permit fee as specified in chapter xx shall be paid to the Development Services Department.

F. Design Requirements. The materials used in lining swimming pools shall be light in color, impervious to water, and provide a tight tank with smooth and easily cleaned surfaces. Sand or dirt bottoms are prohibited.

G. Plumbing. All cross connections between the City water supply or the sewer system in the plumbing of a swimming pool shall be constructed in accordance with the 2018 Uniform Plumbing Code.

H. Electrical. All electrical construction shall be installed in accordance with the current National Electric Code.

I. This Ordinance shall apply to all existing and new swimming pools. All existing swimming pools shall comply within fourteen (14) days of the effective date of this ordinance.

For reference the IBC states the following:

3109.2 Residential swimming pools

Residential swimming pools shall comply with sections 3109.2.1 through 3109.11

3109.2.1 General. The provisions of this section shall apply to the design of barriers for pools and spas. These design controls are intended to provide protection against the potential drowning and near drowning by restricting access to such pools or spas. These requirements provide an integrated level of protection against potential drowning through the use of physical barriers and warning devices restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 3109.3 through 3109.11.

Exceptions:

1. Spas and hot tubs with a lockable safety cover that complies with ASTM F 1346.
2. Swimming pools with a powered safety cover that complies with ASTM F 1346.

3109.2.2 Outdoor swimming pools and spas. Outdoor pools and spas and indoor swimming pools shall be surrounded by a barrier that complies with Sections 3109.3 through 3109.11.

3109.3 Barrier height and clearances. Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall be not less than 48 inches (1219 mm) above grade where measured on the side of the barrier that faces away from the pool or spa.
2. Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the pool or spa structure. Where the barrier is mounted on the top of the pool or spa, the vertical clearance between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).

3109.4 Openings. Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.

3109.5 Closely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the pool or spa side of the fence. Spacing between vertical members shall not exceed 13/ 4 inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 13/ 4 inches (44 mm) in width.

3109.6 Widely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, the interior width of the cutouts shall not exceed 13/ 4 inches (44 mm).

3109.7 Chain link dimensions. The maximum opening formed by a chain link fence shall be not more than 13/ 4 inches (44 mm). Where the fence is provided with slats fastened at the top and bottom which that reduce the openings, such openings shall be not greater than 13/ 4 inches (44 mm).

3109.8 Gates. Access gates shall comply with the requirements of Sections 3109.9 through 3109.11 and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool or spa, shall be self-closing and shall have a self-latching device.

3109.9 Utility or service gates. Gates not intended for pedestrian use, such as utility or service gates, shall remain locked when not in use.

3109.10 Double or multiple gates. Double gates or multiple gates shall have at least not fewer than one leaf secured in place and the adjacent leaf shall be secured with a self-latching device. The gate and barrier shall not have openings larger than 1/ 2 inch (12.7 mm) within 18 inches (457 mm) of the latch release mechanism.

3109.11 Onground residential pool structure as a barrier. An onground residential pool wall structure or a barrier mounted on top of an onground residential pool wall structure shall serve as a barrier where all of the following conditions are present:

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, the wall complies with the requirements of Section 3109.3 and the pool manufacturer allows the wall to serve as a barrier.
2. Ladders or steps used as means of access to the pool are capable of being secured, locked or removed to prevent access except where the ladder or steps are surrounded by a barrier that meets the requirements of Section 3110.
3. Openings created by the securing, locking or removal of ladders and steps do not allow the passage of a 4-inch (102 mm) diameter sphere.
4. Barriers that are mounted on top of onground residential pool walls are installed in accordance with the pool manufacturer's instructions.

3109.12 Prohibited locations.

Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers.

Delete Chapter 113 Board of Appeals - Replace with:
City Ordinance Chapter 28 Board of Appeals

Delete Code Section: IBC 308.5.4

Replace with and add the following language:

308.5.4 Eight or fewer persons receiving care in a dwelling unit. Eight or fewer persons receiving care in a dwelling unit. A facility such as the above

within a dwelling unit and having eight or fewer persons receiving custodial care shall be classified as a group R-3 occupancy or shall comply with the International Residential Code.

Exception: Day care facilities that provide custodial care for 16 or fewer persons for less than 24-hours per day in a single-family dwelling, and where registered with the State of Iowa Department of Human Services as child development homes on or before January 1, 2017, are permitted to comply with the International Residential Code.”

Delete Code Section: IBC 310.4.1

Replace with and add the following language:

310.4.1 Care facilities within a dwelling. Care facilities within a dwelling refer to 308.5.4.

Modify Code Section: IBC 403.3.2 (correlation: IFC 914.3.1.2)

Replace with the following language:

403.3.2 Water supply to required fire pumps. Required fire pumps shall be supplied by connections to a minimum of two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: Two connections to the same main shall be permitted provided the main is valved such that an interruption can be isolated so that the water supply will continue without interruption through at least one of the connections.

Delete Code Section: IBC 423.4 (including subsections 432.4.1 and 423.4.2)

Replace with and add the following language:

423.4 Group E occupancy. In areas where the shelter design wind speed for tornadoes is 250 mph in accordance with Figure 304.2 (1) of ICC 500, all Group E occupancies with a program occupant load of 50 or more shall have a storm shelter constructed in accordance with Chapters 1 through 5 & 8 of ICC 500.

The installation of portable buildings for utilization on the campus or site for educational purposes is considered new construction and classified as Group E occupancies.

Exceptions:

- 1 Group E day care facilities.
2. Group E occupancies accessory to place of religious worship.
3. Buildings meeting the requirements for shelter design in ICC 500.
4. Accessory structures to existing group E sites where the occupancy classification of said structures are classified as Groups A-5 and U

423.4.1 Required Occupant Capacity. The required occupant capacity of the storm shelter shall include all buildings classified as a Group E occupancy on the campus or site (whichever is larger) and shall be the greater of the following:

1. The total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy.
2. The occupant load of any indoor assembly space that is associated with the Group E occupancy.

Exceptions:

1. Where a new building is being added on an existing Group E site, and where the new building is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on-site, the storm shelter shall at a minimum accommodate the required capacity for the new building.
2. Where approved by the code official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the campus or site.

423.4.2 Location. Storm shelters shall be located within the buildings they serve, or shall be located where the maximum distance of travel from not fewer than one exterior door of each building to a door of the shelter serving that building does not exceed 1,000 feet.

IBC Section Replace with the following:

Delete Code Section: IBC 502.1

Replace with the following language:

502.1 Address identification. New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall be black or white and shall contrast with their background. Where required by the *fire code official*, address numbers shall be provided in greater dimension or additional *approved* locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and a minimum stroke

width as dictated by Table 505.1. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

Table 502.1
Minimum Height and Stroke Width^{a b}

Distance from the centerline of the Public Way (ft)		Minimum Height (in)	Minimum Stroke Width (in)
Less than 100		4	1/2
100	199	6	3/4
200	299	8	1
For each additional 100		Increase 2	Increase 1/2

^a Exterior suite identification, minimum height shall be 4 inches and stroke width shall be 1/2 inch.

^b Interior suite identification, minimum height shall be 2 inches and stroke width shall be 1/4 inch.

Add Exception to Code Section: IBC 707.5
Add the following language (Exception #3):

707.5 covers fire barriers/continuity and this adds an exception for shaft enclosures to the section.

3. Shafts required to be constructed as per section 713.3.2 having exterior walls that are not required to be fire rated per section 707.4 shall be permitted to be constructed of materials permitted by the building type of construction so long as a complete non-combustible separation of 2 hours is provided between the shaft and adjoining structure. In addition, the provisions of section 1023.7 shall be met.

Delete Code Section: IBC 713.3

Replace with the following language:

713.3 Materials. Shaft enclosures shall be as described in Sections 713.3.1 and 713.3.2.

Add Code Section: IBC 713.3.1

Add the following language:

713.3.1 – 1 Hour Shafts. Shafts that are allowed to have a fire resistance rating of 1 hour or less are allowed to be constructed of materials permitted by the building type of construction.

Add Code Section: IBC 713.3.2

Add the following language:

713.3.2 – 2 Hour Shafts. Shafts that are required to have a fire resistance rating of 2 hours or more serving Interior exit stairs or Interior exit ramps shall be constructed of concrete or masonry. All other shafts that are required to have a fire resistance rating of 2 hours or more shall be constructed of non-combustible materials.

Insert New Code Section: IBC 902.1.1.1 (correlation: IFC 901.4.6.1.1)

Language:

902.1.1.1 Fire Sprinkler Riser Room.

A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be accessed from the electrical room, but the electrical room may be accessed from the fire riser room.

Delete Section 903.2 Fire Sprinkler requirements, inserted in the Fire Code Ordinance Chapter 154

903.4.2 Alarms.

An approved weather proof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Modify Code Section: IBC 903.3.1.2 (correlation: IFC 903.3.1.2)

Replace with the following language:

903.3.1.2 NFPA 13R sprinkler systems. *Automatic sprinkler systems* in Group R and I occupancies up to and including four stories in height in buildings not exceeding 60 feet (18 288 mm) in height above grade plane shall be installed throughout in accordance with NFPA 13, unless allowed to be sprinklered in accordance with NFPA 13D by the *International Building Code*. The number of stories of Group R occupancies constructed in accordance with Sections 510.2

and 510.4 of the *International Building Code* shall be measured from the horizontal assembly creating separate buildings.

903.2.11.1.3 Basements

Where any portion of a *basement* is located more than 75 feet (22 860 mm) from openings required by Section 903.2.11.1, the *basement* shall be equipped throughout with an *approved automatic sprinkler system*.

Insert Code Section: IBC 905.3.9 (correlation: IFC 905.3.9)

Language:

905.3.9 Building Footprint and Access

Where the most remote portion of a floor or story is more than 400 feet from a hose connection or fire department access road the fire code official is authorized to require standpipes to be provided in *approved* locations. Class I manual standpipes shall be allowed.

Modify Code Section: IBC 907.2 (correlation: IFC 907.2)

Add the following exception:

3. Prior to July 1, 2016 any jurisdiction requiring reduced fire areas or reduced occupant loads in 907.2.1 through 907.2.23 may continue to utilize these methods as previously established by local jurisdiction determining the requirements for fire alarm systems in Section 907.2.1 through 907.2.23.

Insert Code Section: IBC 907.1.4 (correlation: IFC 907.1.4)

Language:

907.1.4 FACP (Fire Alarm Control Panels)

Each building shall have no more than 1 FACP.

Installation of fire alarm panel shall be not exceed six feet in height measured from the floor to the top of the unit.

Exception: Suppression system releasing panels are not required to meet the height requirement or the limitation in the number of panels.

Modify Code Section: IBC 907.6.6 (correlation: IFC 907.6.6)

Replace with the following language:

907.6.6 Monitoring

Fire alarm systems required by this chapter or by the International Building Code shall be monitored a central station approved and listed under UL 827 in accordance with NFPA 72.

Exception: Monitoring station is not required for:

1. Automatic sprinkler and fire alarm systems in one- and two- family dwellings.

Section 907.2.9, of the IFC (correlation: IBC 907.2.9), is hereby amended by adding a new section, 907.2.9.4 and subsections 907.2.9.4.1 through 907.2.9.4.3 as follows:

907.2.9.4 Group R-4. Fire alarm systems and smoke alarms shall be installed in Group R- 4 occupancies as required in Sections 907.2.10.1 through 907.2.10.3.

907.2.9.4.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-4 occupancies.

Exceptions:

1. A manual fire alarm system is not required in buildings not more than two stories in height where all individual sleeping units and contiguous attic and crawl spaces to those units are separated from each other and public or common areas by not less than 1-hour fire partitions and each individual sleeping unit has an exit directly to a public way, egress court or yard.
2. Manual fire alarm boxes are not required throughout the building where all of the following conditions are met:
 - 2.1 The building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2.
 - 2.2 The notification appliances will activate upon sprinkler water flow.
 - 2.3 Not fewer than one manual fire alarm box is installed at an *approved* location.
3. Manual fire alarm boxes in resident or patient sleeping areas shall not be required at *exits* where located at all nurses' control stations or other constantly attended staff locations, provided such stations are visible and continuously accessible and that the distances of travel required in Section 907.4.2.1 are not exceeded.

907.2.10.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in corridors, waiting areas open to corridors and habitable spaces other than sleeping units and kitchens. Exceptions: 1. Smoke detection in habitable spaces is not required where the facility is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1. 2. An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress door opening directly to an exit or to an exterior exit access that leads directly to an exit.

907.2.10.3 Smoke alarms. Single- and multiple-station smoke alarms shall be installed in accordance with Section 907.2.11.

Modify Code Section: IBC 910.2.1 (correlation: IFC 910.2.1)

Replace with the following language:

910.2.1 Group F-1 or S-1. Smoke and heat vents installed in accordance with Section 910.3 or a mechanical smoke removal system installed in accordance with Section 910.4 shall be installed in buildings and portions thereof used as a Group F-1 or S-1 occupancy having more than 30,000 square feet (2787 m²) of undivided area. In occupied portions of a building equipped throughout with an automatic sprinkler system in accordance with 903.3.1.1, where the upper surface of the story is not a roof assembly, a mechanical smoke removal system in accordance with Section 910.4 shall be installed.

Exception: Group S-1 aircraft repair hangars.

(Reduces from 50,000 sqft to 30,000 sqft)

Modify Code Section: IBC 1008.3.3 (correlation: IFC 1008.3.3)

Replace Item # 5 with the following language:

1. Restrooms containing at least one water closet/urinal or that are accessible.

1008.3.3 Rooms and spaces. In the event of a power supply failure, an emergency electrical system shall automatically illuminate all of the following areas:

1. Electrical equipment rooms
2. Fire command centers
3. Fire pump rooms
4. Generator rooms
5. Public restrooms that contain more than one water closet/urinal or that are accessible
6. Meeting/conference rooms with an area greater than 400 square feet.
7. Classrooms in an E occupancy with an area greater than 400 square feet.

Modify Code Section: IBC 1009.2 (correlation: IFC 1009.2)

Add Item # 11 with the following language:

11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Modify Code Section: IBC 1010.1.6 (correlation: IFC 1010.1.6.1)

Replace with the following language:

1010.1.6.1 For landings required by Section 1010.1.5 to be at the same elevation on each side of the door exterior landings at doors shall be provided with frost protection.

Modify Code Section: IBC 1010.1.9.1 (correlation: IFC 1010.1.9.1)

Replace with the following language:

1010.1.9.1 Hardware. Door handles, pulls, latches, locks and other operating devices on doors required to be accessible by Chapter 11 of the International Building Code shall not require tight grasping, tight pinching or twisting of the wrist to operate. This includes thumb turn locks.

Insert Code Section: IBC 1013.1.1 (correlation: IFC 1013.1.1)

Language:

1013.1. 1 Additional Exit Signs.

Exit signs may be required at the discretion of the Code Official to clarify an exit or exit access.

Add Code Section: IBC 1015.9 (correlation: IFC 1015.9)

Insert the following language:

1015.9 Walking surfaces. A guard shall be provided along retaining walls where a finished walking surface such as sidewalks, patios, driveways, parking lots or similar is located on the top side of a retaining wall. The guard shall be installed along any portion of the wall measuring 30 inches or greater in height measured at any point within 36 inches horizontally to the edge of the open side. A guard shall not be required along portions of the retaining wall where the horizontal distance between the edge of the finished walking surface and the face of the wall is greater than 72 inches.

Insert Code Section: IBC 1028.5.1 (correlation: IFC 1028.5.1)

Language:

1028.5.1 Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Insert Code Section: IBC 1030.4.3 (correlation: IFC 1030.4.3)

Language:

1030.4.3 Window wells drainage. All window wells shall be provided with approved drainage.

Modify Code Section: IBC 1301.1

Replace with the following language:

Section 1301.1 Scope. The provisions of the International Energy Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency. Administration shall be as prescribed in chapter 1 of the currently State adoption of the IECC and these regulations shall be known as the City of Grimes.

Modify Code Section: IBC 1608.2

Replace with the following language:

1608.2 Ground Snow Load. The ground snow load to be used in determining the design snow load for roofs is hereby established at 30 pounds per square foot. Subsequent increases or decreases shall be allowed as otherwise provided by code, except that the minimum allowable flat roof snow load may be reduced to not less than 80 percent of the ground snow load.

160.02 TEMPORARY PERMIT. The Building Administrator or Building Division Designee may approve the construction of part of a building or structure and shall endorse upon the plans and specifications for such part such approval before the entire plans and specifications for the whole building or structure have been submitted and approved, provided adequate information and detailed statements have been filed, complying with the pertinent requirements of this Code. Upon approval of the plans and specifications the Clerk shall issue a temporary permit, and the holder of such permit shall proceed at his or her own risk without assurance that the permit for the entire building or structure shall be granted.

160.06 CONFLICT WITH STATE LAWS. Nothing in this chapter or in the 2015 International Building Code shall be construed to be in conflict with the State laws or State Housing Code. In the event of such conflict, the State laws will prevail.

160.07 ADMINISTRATION AND ENFORCEMENT. This chapter shall be enforced by the Building Official. No building permit or certificate of occupancy shall be issued by the Clerk unless in accordance with the provisions of this chapter.

160.08 CLIMATE AND GEOGRAPHICAL CRITERIA

Amend IRC Table R301.2(1) to read as follows:

TABLE R301.2(1) CLIMATE AND GEOGRAPHICAL CRITERIA

Ground Snow Load	Wind Design		Seismic Design Category	Subject to Damage From			Winter		Flood Hazards	Air Freezing Index	Mean Annual Temp
	Speed MPH	Topograph effects		Weathering	Frost line Depth	Termite	Design Temp	Ice Barrier Req'd	NFIP Acceptance Zone C		
30 PSF	90	NO	A	Severe	42"	Mod/ Heavy	-5F	Yes	30-Sep-83 – No local amendments.	1833	48.6

Severability Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect xxxx x, 2020 after its final passage, approval and publication as provided by law.

Passed by the City Council on this x day of xxx 2021 and approved on this xx day of xxx, 2021, effective xxx x, 2021.

CHAPTER 161

EXISTING BUILDING CODE

161.01 Adoption of 2018 International Existing Building Code

161.02 Amendments, Modifications and Deletions

161.03 Conflicts with State Law

161.01 ADOPTION OF 2018 INTERNATIONAL EXISTING BUILDING CODE. Pursuant to published notice and public hearing as required by law, the 2015 International Existing Building Code, and all the provisions of the International existing Building Code Standards, published in the 2018 International Existing Building Code are hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2018 International Existing Building Code is on file in the office of the Clerk.

161.02 AMENDMENTS, MODIFICATIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the 2018 Existing Building Code are hereby made:

Delete Chapter 112 Board of Appeals - Replace with:
City Ordinance Chapter 28 Board of Appeals

Modify Code Section: IEBC 1001.2

Add the following language: An application for Zoning Compliance Certification shall be submitted to the Development Services Department prior to the Building Division issuing a Change of Certificate of Occupancy.

Delete Code Section: IEBC 1106

Replace with the following language (sections 1106.1, 1106.1.2, & 1106.1.3):

Section 1106.1 Addition to a Group E occupancy. Where an addition is added to an existing Group E occupancy located in an area where the shelter design wind speed for tornadoes in 250 mph in accordance with Figure 304.2 (1) of ICC 500 and the occupant load of the addition is 50 or more, the addition shall have a storm shelter constructed in accordance with Chapters 1 through 5 & 8 of ICC 500.

For the purposes of this section the installation of portable buildings for utilization on the campus or site for educational purposes shall be considered as an addition.

Exceptions: 1. Group E day care facilities. 2. Group E occupancies accessory to place of religious worship. 3. Additions meeting the requirements for shelter design in ICC 500.

4. Accessory structures and additions to existing group E sites where the occupancy classification of said structures are classified as Groups A-5 and U

The aggregate area of all additions within a 10 (ten) year period shall be factored when determining the requirements of this section.

1106.1.2 Required Occupant capacity. The required occupant capacity of the storm shelter shall include all buildings classified as a Group E occupancy on the campus or site, whichever is larger and shall be the greater of the following: 1. The total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy. 2. The occupant load of any indoor assembly space that is associated with the Group E occupancy.

Exceptions: 1. Where an addition is being added on an existing Group E site, and where the addition is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on-site, the storm shelter shall at a minimum accommodate the required capacity for the addition. 2. Where approved by the code official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the campus or site.

1106.1.3 Location. Storm shelters shall be located within the buildings they serve or shall be located where the maximum distance of travel from not fewer than one exterior door of each building to a door of the shelter serving that building does not exceed 1,000 feet.

161.03 CONFLICTS WITH STATE LAW. Nothing in this chapter or in the International Mechanical Code shall be construed to be in conflict with State law and in the event there is such a conflict, the State law shall prevail.

Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Effective Date. This ordinance shall be in effect XXX XX, 2021 after its final passage, approval and publication as provided by law.

CHAPTER 162

FUEL GAS CODE

162.01 Adoption of 2018 International Fuel Gas Code

162.03 Conflicts with State Law

162.02 Amendments, Modifications and Deletions

162.01 ADOPTION OF 2018 INTERNATIONAL FUEL GAS CODE. Pursuant to published notice and public hearing as required by law, the 2015 International Mechanical Code, and all the provisions of the International Fuel Gas Code Standards, published in the 2018 International Fuel Gas Code are hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2018 International Fuel Gas Code is on file in the office of the Clerk.

162.02 AMENDMENTS, MODIFICATIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the 2018 International Fuel Gas Code are hereby made:

Add Code Section to 402:

Add the following language:

Section 402 Corrugated Stainless Steel. Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section 7.13.2. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

162.03 CONFLICTS WITH STATE LAW. Nothing in this chapter or in the International Fuel Gas Code shall be construed to be in conflict with State law and in the event there is such a conflict, the State law shall prevail.

Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the

validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Effective Date. This ordinance shall be in effect XXX XX, 2021 after its final passage, approval and publication as provided by law.

CHAPTER 28BOARD OF APPEALS BOARD

28.01 Board Created

28.02 Organization

28.03 Election of Officers

28.04 Powers and duties

28.05 Procedures

28.06 Open Hearings

28.07 Board Decisions

28.08 Records and Copies

28.09 Court Review

28.10 Stays of Enforcement

28.01 Board Created. A Board of Appeals Board is created to accomplish the following purpose:

1. To hear an appeal filed by any property owner adversely affected by a decision, order or determination of the Development Services Director, Building Administrator, Code Enforcement Officer, Fire Chief, Fire Marshal or other Building or Fire Department Representative, relative to the application of Building Codes, Fire Codes, City Ordinances, and any City adopted International Building Code, International Residential Code, International Existing Building Code or International Property Maintenance Code with regard to property maintenance, fire or building code compliance.
2. To formulate and report to the appropriate governing body from time to time recommendations for action by them upon such amendments to the City Ordinances relating to City Building Codes as the public welfare, health and safety may require.

28.02 Organization. The Board of Appeals Board shall consist of not less than five members who are qualified by experience and training to act on matters pertaining to building construction, property maintenance, hazards of fire, hazardous conditions or and who are not employees of the City. Members shall be appointed by the Mayor and approved by City Council for five-year terms. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. Matters relating to the powers and duties of the Appeals Board shall be as provided by any applicable state statutory provisions and the terms of this chapter.

1. Chairperson. The duties of the Chairperson shall be:
 - A. To preside over all meetings of the Board.
 - B. To call special meetings.
 - C. To represent or designate a representative of the Board at public affairs.

- D. To act as the liaison between the Board and the Council.
- 2. Vice Chairperson. The duties of the Vice Chairperson shall be:
 - A. To act as the Acting Chairperson in the event that the office of the Chairperson is vacated due to illness, resignation, absence or other cause.
 - B. To perform other duties as assigned at the request of the Chairperson.
- 3. Secretary. The duties of the Secretary shall be:
 - A. To review and maintain a permanent record of and sign the proceedings of all Appeals Board meetings.
 - B. To be responsible for forwarding copies of all proceedings to the office of the City Clerk.
 - C. To notify Appeals Board members and others entitled to be informed of any special meetings.
 - D. Perform other duties as assigned at the request of the Chairperson.

The Appeals Board shall be appointed by the Mayor and approved by the Grimes City Council, and shall serve staggered and overlapping terms.

An Appeals Board member shall not vote on an appeal in which that member has a personal, professional or financial interest.

28.03 ELECTION OF OFFICERS.

- 1. The officers of the Appeals Board will be a Chairperson, Vice Chairperson and Secretary.
- 2. The Chairperson, Vice Chairperson and the Secretary will be elected by the Appeals Board at the first meeting in January, nomination having been made from the floor. A majority vote of those present shall constitute an election, providing a quorum is present.
- 3. Tenure of Office. The tenure of an officer shall be for a period of one year. An officer may be elected for a succeeding year but not more than three years.

28.04 Powers and Duties. Hearing appeals based on claims that the true intent of the City Building Code, City Ordinances or any City adopted International Building Code, International Existing Building Code, International Fire Code, International Residential Code or International Property Maintenance Code have been incorrectly interpreted or that the provisions of those codes or ordinances do not apply to a specified circumstance on appeal.

The Board shall adopt rules necessary to the conduct of its affairs and in keeping with the provisions of this chapter. Meetings shall be held at the call of the Chairperson or Acting Chairperson in the absence of a Chairperson, and at such other times as the Board may determine. The Chairperson, or in the Chairperson's absence the Acting Chairperson, may administer oaths. All meetings shall be open to the public. The Board shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep a record of any appeal hearing and the Appeals Board's written decision on any appeal, all of which shall be of public record and be immediately filed in the office of the City Clerk.

28.05 Procedures. Any person directly affected by a decision, notice or order of the Development Services Director, Building Official, Fire Chief, Fire Marshal, Code Enforcement Officer, or other Building or Fire Department Representative issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 10 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of the building code or ordinance has been incorrectly interpreted, the provisions of the building code or ordinance provisions in question do not apply, or the requirements of the building code or ordinance are adequately satisfied by other means. When an appeal is filed with the Board, the appellant shall pay a fee set in the fee table located in chapter XX to the Clerk to be credited to the General Fund of the City.

The Development Service Director shall forthwith transmit to the Appeals Board all papers constituting the record upon which the action appealed from was taken. The Appeals 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, by designee or attorney.

28.06 Open hearing. Hearings before the Appeals Board shall be open to the public. The appellant, the appellant's representative, the Development Services Director, Building Administrator, Fire Chief, Fire Marshal and/or the Building or Fire Department Official's designee, witnesses of the parties and any person whose interests are affected

shall be given an opportunity to be heard. A quorum shall consist of a minimum of three-fifths of the board membership.

28.07 Board decision. The Appeals Board shall modify or reverse the decision of the Development Services Director, Building Administrator, Fire Chief, Fire Marshal, Code Enforcement Officer or other Building Department Representative only by a concurring vote of a majority of the total number of appointed board members. The Development Services Director or Fire Chief shall take immediate action in accordance with the decision of the board.

28.08 Records and copies. The decision of the board shall be recorded with the City Clerk. Copies shall be sent to the Appellant and to the Development Services Director.

28.09 Court review. The Appellant shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision with the City Clerk.

28.10 Stays of Enforcement. Appeals to the Appeals Board of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is decided by the Appeals Board.

SECTION 1. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 2. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3: Effective Date. This ordinance shall be in effect January 01, 2021 after its final passage, approval and publication as provided by law.

CHAPTER 144

PROPERTY MAINTENANCE CODE

144.01 Adoption of 2015 2018 International Property Maintenance Code	
144.02 Amendments, Modifications and Deletions	144.05 Occupancy Violations
144.03 Enforcement	144.06 Evictions
144.04 Right of Entry	144.07 Government Exempt
	144.08 Violations

144.01 ADOPTION OF ~~2015~~ 2018 International Property Maintenance Code

Pursuant to published notice and public hearing as required by law, the ~~2015~~ 2018 International Property Maintenance Code is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2015 International Property Maintenance Code is on file in the office of the Clerk.

144.02 Amendments, Modifications and Deletions The following deletions, modifications and amendments are made to the International Property Maintenance Code, ~~2015~~ 2018 Edition, herein after referred to as the IPMC.

1. Section 101, Title; insert City of Grimes, Iowa as name of jurisdiction.
2. Section 102 of IPMC, "Applicability, Sub-section 102.1 General," by inserting the following after the first paragraph:

Partial Invalidity: In the event that any part or provision of this code is held to be illegal or void, this shall not cause any other part or provision of this code to illegal or void.

3. Amend Section 102.3 by deleting "International Zoning Code" and inserting "applicable codes that are adopted by the City of Grimes".
4. Amend Section 102 Applicability by adding the following subsection thereto:

Section 102.11 Permits required. No or structures regulated by this code shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a separate permit for each building or structure has been obtained from the Building Official in the manner and according to the applicable conditions prescribed in the Building Codes.
5. Section 103.1, General is amended by deleting "the department of property maintenance inspection" and inserting "Building Department," and by replacing "code official" with "Building Official". Throughout this code wherever these words appear this is how they shall be interpreted.
6. Amen Section 104.2, Inspections of the IPMC, by inserting the following after the first paragraph:

Personnel currently employed by the City of Grimes and actively working in the Building Department as a Building Inspector, Building Official, or working in the Fire Department as a Fire Fighter, Fire Marshall or Fire Chief or any similar position as determined by the City, are hereby deemed as qualified, certified, licensed or otherwise authorized to perform electrical, mechanical, plumbing, fire, building, rental housing and property maintenance inspections and to perform any similar duties necessary to enable compliance with the adopted code provisions of the City, and to fulfill the duties and responsibilities specifically listed in the job descriptions of said personnel.

7. Delete Chapter 113 Board of Appeals - Replace with:

City Ordinance Chapter 28 Board of Appeals

Add: 111.1 Application for appeal.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

8. Section 202 general Definitions shall be amended by adding the following subparagraphs thereto:

“Apartment House” is any building or portions thereof that contains three or more Rental Dwelling Units, and for the purpose of this code, includes Residential Condominiums and Townhomes.

“Rental Dwelling Unit(s)” is any building or portion thereof that contain living facilities, including provisions for sleeping, eating, cooking and sanitation as required by this code and rented for monetary compensation.

“Congregate Residence” is any building or portion thereof that contain facilities for living, sleeping and sanitation, as required by this code, and may include facilities for eating and cooking, for occupancy by other than a family. A congregate residence may be a shelter, covenant, monastery, dormitory, fraternity or sorority house, but does not include jails, hospitals, nursing homes or lodging houses.

9. Section 302.4 Weeds is amended by deleting and inserting “12 inches”.

10. Section 303.2 Enclosures is amended by inserting the following sentence to the exception: "This is at the discretion of the Building Official".
11. Section 304.12 Amend Handrails and Guardrails by adding the following sentence thereto:
- "Handrails and guard rails shall meet the requirement of the International Building or Residential Code enforced at the time of inspection. Exception: For buildings constructed prior to adoption of this Chapter, handrails/guardrails, which are structurally sound and provide the same height and opening protection as was required by the building code when the structure was originally constructed."
12. Section 307.1 General is amended by deleting the paragraph and exception and inserting the following paragraph thereto:
- "Handrails and guardrails shall meet the requirement of the International Building or Residential Code enforced at the time of inspection. Exception: For buildings constructed prior to adoption of this Chapter, handrails/guardrails, which are structurally sound and provide the same height and opening protection as was required by the building code when the structure was originally constructed."
13. Section 602.3 Heat Supply and 602.4 Occupied Work Spaces shall be amended by inserting September 1st through May 30th for the [DATE] to [DATE] in each section.
14. Section 604.2 Service shall be amended by adding the following sentence thereto:
- "Single Family, Duplex and Row Townhomes shall have a minimum of 100 amperes."
15. Section 604.2 Service is amended by inserting the following subparagraph thereto:
- "Exception: For buildings constructed prior to the adoption of this Chapter, services that are below 100 Amps but no less than 60 Amps, and in good, safe and operational order as required by the building code when the structure was originally constructed."
16. Section 605.2 Receptacles is amended by inserting the following subparagraph thereto:
- "All general purpose outlets requiring GFCI protection as required by the National Electric Code enforced at the time of inspection shall be in place."

144.03 Enforcement The Building Official, Fire Chief and/or their designated representative are hereby authorized and directed to enforce all the provisions of this chapter. For such purposes, the Building Official, Fire Chief and/or their designated representative shall have the power to render interpretations of this chapter and to adopt and enforce rules and supplemental regulations to clarify the applications of its provisions.

1. Inspections shall not be conducted with a minor as the sole representative of the owner(s)/agent. Inspections shall not be conducted against the will of the tenant without the building owner(s)/agent being present. Inspections shall not be conducted without prior notice to the tenant, as required by Iowa Law.

2. When receiving or responding to complaints from rental property tenants, the city will typically intervene only if the tenant has presented their concerns in writing to the owner(s)/agent with a ten (10) day notice to respond, and the owner(s)/agent has failed to respond. Exception: Life/Fire safety issues such as smoke detectors, blocked exits, exposed wiring or similar.

144.04 Right of Entry When it is necessary to make an inspection to enforce the provisions of this code, or when the Building Official has reasonable cause to believe that there exists in a building or upon a premises a condition that is contrary to or in violation of this code that makes the building or premises unsafe, dangerous or hazardous, the Building Official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

144.05 Occupancy Violations Whenever any building or structure or equipment therein regulated by this Code is being used contrary to the provisions of or does not meet the requirements of the Grimes Code of Ordinances, the Building Official may order repairs to remedy said infraction or may order such use discontinued and the structure, or the portion thereof, vacated by notice served on any person causing such use to be continued. Such person shall discontinue the use or remedy the infraction within a time prescribed by the Building Official after receipt of such notice to make the structure, or portion thereof comply with the requirements of this Code. If the property is a rental unit or structure the Building Official shall have the power to start eviction proceedings.

144.06 Eviction Tenants can and shall be evicted from the premises by the Building Official after proper notice of violations. Shall it become necessary for

the Building Official to proceed with eviction procedures, all legal and actual cost associated with the action shall be paid in full by the owners, agents or others prior to any tenant being allowed to reoccupy the structure. If the owners, agents or others fail to pay all cost after the 3rd notice the City of Grimes shall have the right to apply a lien on said property all cost associated with the action.

144.07 Government Exempt The provisions of this Chapter shall not apply to the United States of America and the State of Iowa or any of their agencies.

144.08 Violations An owner's failure to comply with the provisions of section 144.04 or section 144.05 constitutes a municipal infraction of the City of Grimes Ordinance. A municipal infraction shall subject the owner to a civil penalty as set forth in Grimes Code of Ordinances Chapter 4.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect ~~XXX X, 2020 July 1, 2017~~ after its final passage, approval and publication as provided by law.

CHAPTER 153

ENERGY CODE

153.01 Adoption of ~~2015~~ 2012 International Energy Conservation Code and State of Iowa Energy Code

153.02 Applicability

153.03 Amendments, Modifications and Deletions

153.04 Conflict with State Laws

153.05 Administration and Enforcement

153.06 Plan Approval

153.01 ADOPTION OF ~~2015~~ 2012 INTERNATIONAL ENERGY CONSERVATION CODE. Pursuant to published notice and public hearing as required by law, the 2015 International Energy Conservation Code is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2015 International Energy Conservation Code is on file in the office of the Clerk.

153.02 APPLICABILITY

The "State of Iowa Energy Code" Adopted by The City of Grimes applies to all commercial construction, whether new construction or construction work on existing buildings. These requirements also apply to all new construction of one and two family residences in this city, but not to renovation or remodeling of one and two family residences.

153.03 AMENDMENTS, MODIFICATIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the ~~2015~~ 2012 International Energy Conservation Code are hereby made:

Delete section 101.1.

Delete section 101.2.

Delete section 103.3.1.

Delete section 103.3.2.

Delete section 103.3.3.

Delete section 103.4.

Delete section 103.5.

Delete sections 104, 107, 108, and 109 and all sections contained within each of these.

Delete chapter 5.

Section 408.2 Insert: The Commissioning Agent shall be in no way affiliated with the project's design, installation or sale of products, to avoid any conflict of interest. The Commissioning Agent shall be accredited by an industry-recognized certification program, to be determined by the AHJ.

Modify Code Section: C408.2

Replace with the following language:

C408.2 Mechanical systems and service water-heating systems commissioning and completion requirements. Prior to the final mechanical and plumbing inspections, the registered the registered design professional or approved agency shall provide evidence of mechanical systems commissioning and completion in accordance with the provisions of this section. The Commissioning Agent shall be in no way affiliated with the project's design, installation or sale of products, to avoid any conflict of interest. The Commissioning Agent shall be accredited by an industry-recognized certification program, to be determined by the AHJ.

Add Code Section C402.1.1.1 Seasonal Structures

C402.1.1.1 Seasonal Structures. The following seasonal type structures are exempt from meeting the provisions of this code. (These facilities are allowed to have heating and/or cooling equipment for the temporary comfort of patrons and employees during operating hours.)

1. Food Service Buildings that serve patrons at amusement parks, water parks and outdoor sporting facilities. The buildings can only be occupied by employees, must not be able to allow patrons to be served within the facility and must have as its sole means of serving customers, an operable exterior serving window.
2. Restroom Facilities that serve amusement parks, water parks and outdoor sporting facilities.

153.04 CONFLICT WITH STATE LAWS

Nothing in this chapter or in the ~~2015~~ 2012 International Energy Conservation Code shall be construed to be in conflict with the State laws or State Housing Code. In the event of such conflict, the State laws will prevail.

153.05 ADMINISTRATION AND ENFORCEMENT

This chapter shall be enforced by the Building Official. No building permit or certificate of occupancy shall be issued by the Clerk unless in accordance with the provisions of this chapter.

153.06 PLAN APPROVAL

Energy compliance documentation/forms shall be required for all construction commercial and residential.

Buildings that exceed 100,000 cubic feet of conditioned space are required to meet the ASHRAE 90.1-2004 or better standard and must be reviewed and approved by a licensed architect or engineer.

SECTION ~~13~~. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION ~~2~~ 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION ~~3~~ 5. Effective date. This ordinance shall be in effect XXXX X, 2020 after its final passage, approval and publication as provided by law.

Passed by the City Council on this XXth day of XXX 2020 and approved on this Xth day of XXX, 2020.

CHAPTER 154

FIRE CODE

Sections:

- 154.010 Purpose.
- 154.020 Warning—Reliance upon chapter.
- 154.030 Interpretation.
- 154.040 Adoption of International Fire Code.
- 154.050 Enforcement.
- 154.060 Fire Prevention bureau.
- 154.070 Definitions
- 154.080 Establishment of limits of districts in which storage of Flammable or combustible liquids in outside aboveground tanks are to be prohibited.
- 154.090 Establishment of limits in which bulk storage of liquefied petroleum gases are to be restricted.
- 154.095 Requirements for temporary installations of liquefied petroleum tanks.
- 154.100 Establishment of limits of district in which storage of explosive and blasting agents is to be prohibited.
- 154.110 Additions, deletions, modifications and amendments.
- 154.120 New materials, processes or occupancies which require permits.
- 154.130 Outstanding permits.

CHAPTER 154

FIRE CODE

154.010 PURPOSE. The purpose of this chapter is to prescribe regulations governing conditions hazardous to life and property from fire and explosion, handling or use of hazardous materials and the use and occupancy of buildings and premises.

154.020 WARNING – RELIANCE UPON CHAPTER. No person shall place reliance upon this chapter, any inspections performed or certificates issued pursuant to this chapter, as indicating the safety of or quality of construction of any particular premises. Neither this chapter nor inspections made pursuant thereto nor certificates issued are intended to assume the duty of any person to adequately construct and maintain a premises or provide a safe premises or to, in any way, indicate a decrease in the risk associated with the use or occupancy on any premises. A certification that a premise has been inspected pursuant to this chapter shall not, in any way, constitute a warranty or guarantee of the safety or quality of that premises.

154.030 INTERPRETATION. The statements of legislative intent made in Sections 154.020 shall govern and take precedence over any other language contained in this chapter or the International Fire Code, 2018 Edition, adopted in this chapter.

154.040 ADOPTION OF INTERNATIONAL FIRE CODE (IFC). The International Fire Code, 2018 Edition, published by the International Code Council, commencing with Chapter 1, except those provisions thereof which are, in this chapter, deleted, modified or amended, is adopted as and shall constitute the “Fire code of the City,” prescribing regulations governing conditions hazardous to the general welfare of the city and the same is, by this reference, incorporated in this chapter as fully and completely as if set forth in full in this chapter subject to the foregoing. The fire code of the city may also be known, referred to and cited as the “Fire Code.”

154.050 ENFORCEMENT. The fire code shall be enforced by the fire chief of the fire department, building official or their designees.

154.060 DEPARTMENT OF FIRE PREVENTION. The department of fire prevention is established within the city of Grimes under the direction of the fire chief which shall consist of such fire department personnel as may be assigned thereto by the fire chief and who shall be designated by the fire chief. The function of the department of fire prevention shall be to assist the fire chief in the performance of his/her duties and to assist the building official in the performance of the inspection duties. It is the intent that the inspection assistance rendered to the building official or such designated persons shall be in the form of technical assistance and advice upon request and the inspection herein prescribed as designated by the city council.

154.070 DEFINITIONS. For use in this chapter the following terms are defined:

- a. Wherever the word "jurisdiction" is used in the International Fire Code, it shall be held to mean City of Grimes, Iowa.
- b. Wherever the term "fire code official" is used it shall be held to mean "fire chief" or a duly authorized representative.

154.080 ESTABLISHMENT OF LIMITS OF DISTRICTS IN WHICH STORAGE OF FLAMMABLE OR COMBUSTIBLE LIQUIDS IN OUTSIDE ABOVE GROUND TANKS IS TO BE PROHIBITED.

1. The limits that are placed on IFC Chapter 57 in which outside aboveground storage of flammable or combustible liquids is restricted are hereby established as follows: the entire City of Grimes, Iowa.

Exceptions:

- a. An aggregate amount of one thousand (1000) gallons or less may be stored above ground on a premise if used exclusively for heating of such premises. A permit is required and the proposed installation must be approved by the Fire Code Official prior to issuance of a permit.
 - b. Any new outside installation of a generator that is not fueled by natural gas shall be limited to a maximum of 1,500 gallons of Class II fuel in a NFPA/UL compliant sub-base tank; quantities greater than 1,500 gallons but less than 5,001 gallons of a Class II fuel shall be stored in an approved vaulted tank, if the application and installation is otherwise authorized. A permit is required and the proposed installation must be approved by the Fire Code Official prior to issuance of a permit.
 - c. Approved bulk storage facility for the sale or storage of fuels as permitted by Chapter 165. (Zoning Regulations)
2. The limits that are placed on IFC Chapter 57 in which new bulk plants of flammable or combustible liquids are prohibited are hereby established as all zoning districts in the city except "M-2" General Industrial. A site plan must be submitted, identifying the desired location of the proposed tank(s) and a permit will be required.

154.090 ESTABLISHMENT OF LIMITS IN WHICH BULK STORAGE OF LIQUEFIED PETROLEUM GASES IS TO BE RESTRICTED. The limits that are placed on Section 6104.2 in which storage of liquefied petroleum gases is to be restricted to are hereby established as follows: the entire City of Grimes, Iowa.154.095 REQUIREMENTS FOR TEMPORARY INSTALLATIONS OF LIQUEFIED PETROLEUM TANKS. Temporary installations LP tanks in excess of 499 lbs., individually or in aggregate, require a permit and the location must be identified with the permit application. Permits are good for thirty calendar days. Installations requiring more than thirty days will require a permit renewal. Residential properties will have a maximum of 600 lbs, individually or in aggregate.

CHAPTER 154

FIRE CODE

154.100 ESTABLISHMENT OF LIMITS IN WHICH STORAGE OF EXPLOSIVE AND BLASTING AGENTS IS TO BE PROHIBITED. The limits that are placed on Section 5601.1 in which storage of explosives and blasting agents is to be restricted to are hereby established as all zoning districts in the city except "M-2" General Industrial.

154.110 ADDITIONS, DELETIONS, MODIFICATIONS AND AMENDMENTS. The following additions, deletions, modifications and amendments are made to the International Fire Code (IFC), 2018 Edition:

Section 102 amended –Applicability

~~Section 102.3, of the IFC, is hereby amended by deleting section 102.3, Change of Use or Occupancy and inserting in lieu thereof the following:~~

~~Section 102.3 Change of use or occupancy. No change shall be made in the use or occupancy of any structure, or tenant space, in the case of a multi-tenant building, that would place the structure in a different division of the same group or occupancy or in a different group of occupancies, unless such structure or tenant space is made to comply with the requirements of this Fire Code Ordinance, or the requirements of this Code (whichever is more restrictive) and the *International Building Code*. Subject to the approval of the *fire code official*, the use or occupancy of an existing structure shall be allowed to be changed and the structure is allowed to be occupied for purposes in other groups without conforming to all requirements of this Fire Code Ordinance, or the requirements of this Code (whichever is more restrictive and the *International Building Code* for those groups, provided the new or proposed use is less hazardous, based on life and fire risk, than the existing use.~~

Section 102.3, of the IFC, is hereby amended by deleting the exception.

Change made to align fire code with proposed International Existing Building Code adoption.

Section 105 amended – Permits

Section 105.1.2, of the IFC, is hereby amended by deleting 1.1 under Operational Permit and replacing with:

Section 105.1.2 Types of permits. 1. Operational permit 1.1 Expire after one calendar year, requires renewal.

~~Section 105.1.2, of the IFC, is hereby amended by adding paragraphs #3 & #4:~~

~~Section 105.1.2 Types of permits. 3. Fire Alarm System permits. A fire alarm system permit allows the applicant to install a fire alarm system, following the approval of submitted plans. The permit fee for non-addressable systems shall be \$50.00 and the permit fee for addressable systems shall be \$100.00.~~

CHAPTER 154

FIRE CODE

~~Section 105.1.2 Types of permits. 4. Fire Sprinkler System permits. A fire system permit allows the applicant to install a fire sprinkler system, following the approval of submitted plans. The permit fee for fire sprinkler systems shall be \$100.00.~~

Fire protection system permits are handled under a different city ordinance related to fee schedules.

Section 105.6.27 amended -LP-Gas

Section 105.6.27, of the IFC, is hereby amended by adding the following exception:

Section 105.6.27 -LP-Gas Exception #2 Permanent installations, if used exclusively for heating of such premises, in excess of 999 lbs., will require an operational permit.

~~Section 108 deletion – Board of Appeals~~

~~Section 108, of the IFC is hereby amended by deleting 108.1, 108.2, and 108.3.~~

Section 109 amended – Board of Appeals

Section 109, of the IFC is hereby amended by deleting sections 108.1, 108.2, and 108.3. and inserting in lieu thereof the following:

Section 109.1 Board of appeals established The Board of Appeals shall be established by the City Council in the form of an ordinance and/or resolution.

A board of appeals is being proposed which would apply to all adopted building and fire codes.

~~Section 109 addition – Violations~~

~~Section 109.2, of the IFC, is hereby amended by adding the following paragraph:~~

~~Section 109.2 Notice of Violation If the violations are not corrected at the time of the initial re-inspection, addition re-inspections will be required to ensure compliance. A fee shall be assessed for the second and subsequent re-inspections, as follows:~~

_____ Second re-inspection _____	\$100.00
_____ Third re-inspection _____	\$200.00
_____ Fourth re-inspection _____	\$400.00
_____ Fifth or more re-inspections _____	\$800.00

Inspection fees are also included in a different ordinance related to fee schedules.

~~Section 114 addition – General (additions to existing structures)~~

~~Chapter 1, of the IFC, is hereby amended by adding a new section, 114, as follows:~~

~~Section 114 General. Additions to buildings or structures shall comply with all of the requirements of Section 903.2 of this Code for new buildings or structures. The entire building or structure, existing and proposed additions, shall comply with all of the requirements of the fire sprinkler Section 903.2 of the Fire Code for new buildings and structures, when the total of all the additions to the building or structure made after May 31st, 1993, exceeds twenty-five (25) percent of the original gross area of the building or structure.~~

Section 308 amended - Open Flames

Section 308, of the IFC, is hereby amended by deleting section 308.1.4 and inserting in lieu thereof the following:

Section 308.1.4 Open-flame cooking devices. Charcoal burners, other open-flame cooking devices, and other devices that produce ashes or embers shall not be operated on balconies or within 20 feet (3048 mm) of combustible construction. Location of LP containers shall comply with Section 6104.

Exceptions:

1. One- and two-family dwellings, constructed in accordance with the International Residential Code.
2. Where buildings, balconies, and decks are protected by an automatic sprinkler system.

Section 503 amended – Fire Apparatus Access Roads

Section 503.1.4, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

503.1.4 Outdoor Venue Access. A 10 ft. wide emergency access roads designed to support 36,000 lb. weight load shall be provided within 350-feet of all portions of an outdoor venue (e.g. soccer complex, park, skate park, sports fields) to facilitate emergency vehicle access.

Exception: The fire code official is authorized to increase the dimension of 350 feet where emergency access roads cannot be installed because of location on property, topography, waterway, nonnegotiable grades, or other similar conditions, and an approved alternative means of emergency access is provided.

Access for emergencies to large outdoor areas is an emerging issue that this language intends to address prior to more of these being constructed in Grimes.

Section 503 503.2.1, of the IFC, is hereby amended by deleting section 503.2.1, and inserting in lieu thereof the following:

Section 503.2.1 – Dimensions. Fire apparatus access roads shall have a minimum unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved

security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet.

Section 505 amended – Premises Identification

Section 505, of the IFC, is hereby amended by deleting section 505.1, and inserting in lieu thereof the following:

Section 505.1 Address identification. New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall be black or white and shall contrast with their background. Where required by the *fire code official*, address numbers shall be provided in greater dimension or additional *approved* locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and a minimum stroke width as dictated by Table 505.1. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

Table 505.1

Minimum Height and Stroke Width^{a b}

Distance from the centerline of the Public Way (ft)		Minimum Height (in)	Minimum Stroke Width (in)
Less than 100		4	0.5
100	199	6	0.75
200	29	8	1
For each additional 100		Increase 2	Increase 0.5

^a Exterior suite identification, minimum height shall be 4 inches and stroke width shall be ½ inch.

^b Interior suite identification, minimum height shall be 2 inches and stroke width shall be ¼ inch.

Section 506 amended – Key Boxes ~~(installation requirements)~~

Section 506, of the IFC, is hereby amended by deleting section 506.1, and inserting in lieu thereof the following:

Section 506.1 Where Required. All commercial and multi-tenant buildings and any building provided with a fire alarm system or a sprinkler system shall be provided with a key box at the front of the building typically adjacent to the main entrance or at a location as directed by the fire code official. Key Boxes, manufactured exclusively by the Knox Code of Ordinances, Grimes, Iowa

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Corporation, shall be acquired, at building owner's expense, from Grimes City Hall. If an existing building (Excluding 1 and 2 family dwellings), not so equipped, is remodeled, this building must install a key box, prior to occupancy.

Section 507 additions and amendments – Fire Protection Water Supplies

Section 507.5.1, of the IFC, is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

Section 507.5.1 Where required. Where any portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 150 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided when required by the fire code official.

Section 507.5.1.1, of the IFC, is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

Section 507.5.1.1 Hydrant for fire department connections. Buildings equipped with a fire department connection installed in accordance with Section 912 shall have a fire hydrant located on a fire access road within 100 feet (30 m) of the fire department connection as measured by an approved route around the exterior of the building.

Exception:

The distance shall be permitted to exceed 100 feet (30 m) where approved by the fire code official

Section 507.5.5, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 507.5.5 Clear space around hydrants. A 5-foot (1524 mm) horizontal clear space shall be maintained around the circumference of fire hydrants, as measured from the center-point of the hydrant, except as otherwise required or approved.

Section 507.5, of the IFC, is hereby amended by adding two new sections, 507.5.7 and 507.5.8, as follows:

Section 507.5.7 Fire Hydrant Markers and Identification Color. When required by the Fire Code Official, hydrant locations shall be identified by the installation of an approved reflective marker. Both public and private hydrants shall comply with and be painted to Local Water Utility specifications.

~~Section 507.5.7 Fire Hydrant Markers and Identification Color. When required by the Fire Code Official, hydrant locations shall be identified by the installation of an approved~~

~~reflective marker. Both public and private hydrants shall comply with and be painted to Local Water Utility specifications.~~

507.5.8 Fire Hydrant Installation. Fire hydrants shall be installed with the grade mark on the fire hydrant at the level of finished grade. The large diameter connection shall be installed such that the connection is oriented facing the fire department access road.

Provides clarification within the code to address an issue noted on many sites at final inspection.

Section 508 amended – Fire Command Center

Section 508, of the IFC, is hereby amended by deleting section 508.1, and inserting in lieu thereof the following:

Section 508.1 General. Where required by other sections of this code, Table 508.1, and in all buildings classified as high-rise buildings by the *International Building Code*, a *fire command center* for fire department operations shall be provided and shall comply with Sections 508.1.1 through 508.1.6.

Table 508.1 Fire Command Center Thresholds

Occupancy	Threshold Requiring a Fire Command Center
Group A	1,000 occupants
Group E	100,000 gross s.f.
Group F	200,000 gross s.f.
Group I-2 or I-3	100,000 gross s.f.
Group M	100,000 gross s.f.
Group R1	Greater than 200 dwelling units or sleeping units

Section 511 addition - Fire Service Features

Chapter 5, of the IFC, is hereby amended by a new section, 511, as follows:

Section 511 Fire and Emergency Vehicle Lanes.

Section 511.1 General. Fire and emergency vehicle lanes shall be provided and maintained in accordance with section 511.1 through 511.6, and referred to as fire lanes in this ordinance.

Section 511.2 Purpose. The requirement that Fire Lanes be established in certain parking areas and the enforcement of restrictions on parking in such Fire Lanes established in this Chapter are designed to ensure adequate access to commercial, office, multi-family, and other high-density use facilities by fire-fighting and other emergency vehicles.

Section 511.3. Designation. The Fire Code Official may designate fire lanes on private and public property as deemed necessary for the protection of life and property.

Section 511.4 Obstruction. No person shall park or place a vehicle or other obstruction in a designated fire lane that would prevent such fire lane from being immediately accessible to emergency vehicles, or deter or hinder emergency vehicles from gaining immediate access to the fire lane. A written request to the jurisdictional Fire Code Official for temporary obstruction of a fire lane shall be submitted for approval.

Section 511.5 Signs and markings. Wherever a fire lane has been designated, the Code Official shall cause appropriate signs and markings to be placed identifying such fire lanes. Signs or markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility. Fire lanes may be established or relocated at the time of plan review, pre-construction site inspection, and/or post construction site inspection, as well as any time during the life of the occupancy as needed to provide and maintain emergency vehicle access. All designated fire lanes shall be clearly marked in the following manner:

1. Vertical curbs shall be painted red on the top and side, extending the length of the designated fire lane. Rolled curbs or surfaces without curbs shall have a red (6) inch wide stripe painted the length of the designated fire lane. One of the following identification lettering methods shall be utilized:

- A. The words "NO PARKING – FIRE LANE (Except for Emergency Vehicles)" shall be stenciled with three (3) inch white letters and a minimum three – quarter ($\frac{3}{4}$) inch stroke on the face of the curbing, or in the absence of vertical curbing, on the red stripe, and spaced at fifty (50) foot intervals or portions thereof, or
- B. The pavement adjacent to the painted curbs shall be marked with minimum eighteen (18) inch in height block lettering with a minimum three (3) inch brush-stroke reading: "NO PARKING - FIRE LANE." Lettering shall be red and spaced at fifty (50) foot intervals or portions thereof.

2. Signage identifying fire lanes shall conform to the following: Fire lane signs shall be 18 inches tall x 12 inches wide with red letters on a white reflective background to read "Fire Lane No Parking Except For Emergency Vehicles" or similar verbiage as approved by the code official. Fire lane signs shall be placed 2 - 4 feet from the edge of the Fire Lane. The bottom of fire lane signs shall be between five (5) and seven (7) feet from the ground. Intermediate fire lane signs shall be set every one hundred (100) feet in a continuous fire lane. The BEGINS sign shall mark the beginning of a fire lane and shall be mounted below the first fire lane sign. The ENDS sign shall mark the ending of a fire lane and shall be mounted below the last fire lane sign. The BEGINS and ENDS signage may be omitted by the Code Official due to the location of the fire lane. Signs may be placed on a building when approved by the Fire Code Official.

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Section 511.6 Maintenance. The owner, manager, or person in charge of any property upon which designated fire lanes have been established shall provide marking as required above and, shall maintain fire lanes at their expense as often as needed to clearly identify the designated area as being a fire lane.

~~Section 604 addition – Emergency and Standby Power Systems~~

~~Section 604, of the IFC, is hereby amended by adding two new sections, 604.8 and 604.9, as follows:~~

~~Section 604.8 Shutdown of Emergency and Standby Power Systems. In addition to the requirements of NFPA 110 for a remote manual stop, a switch of an approved type shall be provided to shut down the generator. The switch shall be provided at an approved location.~~

~~Section 604.9 Emergency Generator Signs. Main electrical disconnects and main breaker panels supplied by the generator shall be provided with approved signs. Additionally, doors accessing emergency and standby power systems shall be provided with approved signs. When approved switches for emergency power shut down are located remote from the fire alarm annunciator, an approved sign shall be provided at fire alarm annunciator. Approved signs shall contain the word CAUTION in black letters at least 2 inches (50 mm) high on a yellow background. Such warning signs shall be placed so as to be readily discernible.~~

These sections were relocated to Chapter 12 and shown below.

Section 605 deletion – Mechanical Refrigeration

Section 605.12.4, of the IFC is hereby amended by deleting item #5 "By other approved means."

~~Section 606 deletion – Mechanical Refrigeration~~

~~Section 606.12.2, of the IFC is hereby amended by deleting item #5 "By other approved means."~~

~~Section 609 deletion – Commercial Kitchen Hoods~~

~~Section 609.2, of the IFC is hereby amended by deleting the Exception.~~

Section 703 amended - Fire-Resistance-Rated Construction

Section 703.2.3, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 703.2.3 Door Operation. Swinging fire doors shall close from the full open position and latch automatically. The door closer shall:

1. Exert enough force to close and latch the door from any partially open position.
2. Be UL listed for fire doors and of hydraulic type, spring type shall not be allowed. Spring hinges, while listed, do not function properly over time. The springs grow weak and need replaced more often resulting in a lower degree of safety.

Section 806 deletion - Decorative Vegetation in New and Existing Buildings

Section 806.1, of the IFC is hereby amended by deleting exception #2 "Trees shall be allowed within *dwelling units* in Group R-2 occupancies."

Section 901 addition - General

Section 901, of the IFC (correlation: IBC 901.8), is hereby amended by adding a new section, 901.4.6.1.1, as follows:

Section 901.4.6.1.1 Fire Sprinkler Riser Room. A fire sprinkler riser room shall not be exclusively accessed from an electrical room, but an electrical room may be accessed from the fire sprinkler riser room.

Section 901.4.6, of the IFC (correlation: IBC 902.1.5), is hereby amended by adding a new section, 901.4.6.5, as follows:

901.4.6.5 Temperature Sensors. Provide a low temperature sensor in the sprinkler riser room to be monitored to prevent freezing.

Will reduce the number of broken pipes experienced in occupancies where the riser room is located in a room subject to freezing. Many apartment buildings locate these rooms on the exterior of the building with limited access. Heating equipment is often shut off during warm weather and at times is not turned back on prior to freezing temperatures.

Section 903 amendments, and additions – Automatic Sprinkler System

Section 903.1, of the IFC (correlation: IBC 903.1), is hereby amended by adding a new section, 903.1.2, as follows:

903.1.2 Existing Buildings. For other than new construction or where current code contains retroactive provisions an automatic sprinkler system shall be provided pursuant to the building and fire codes in effect at the time of construction in accordance with provisions of the International Existing Building Code.

Section 903.2, of the IFC (correlation: 903.2), is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

Section 903.2 Where Required. An approved automatic fire extinguishing system is required if the gross square footage of a building is equal to or greater than the following:

For the purposes of this Section, "fire separations" shall not be permitted to reduce the total gross square footage of a building or area for the purpose of calculating the fire sprinkler square footage requirements.

For the purposes of this Section, "story" shall be defined as any level of a structure, whether above or below grade capable of occupancy.

Exemption. To be exempt from meeting the requirements to have fire sprinklers systems installed, the buildings or structures per legal lot or contiguous lots under common ownership, must be separated by twenty feet (20') and have 1 hour rated exterior walls on both buildings or structures so as not to have the combined total of their gross square footage applied to this Section of the Code. Note: The square footage used for calculating total "gross square footage" of a building or structure shall be measured using the outside dimensions of the total building or structure to include attached or detached buildings or structures meeting the above requirements.

Open Corridors/Hallways shall be required to have fire sprinklers installed in them when the building they are constructed in is required by this code to have a fire sprinkler system.

"An approved automatic fire extinguishing system" includes but is not limited to a complete automatic fire sprinkler system. The following Sections requiring complete automatic fire sprinkler systems shall install the fire sprinkler system following NFPA 13 standard unless otherwise noted. Alternative automatic extinguishing systems may be used if in the opinion of the Code Official the same life safety and property conservation measures are equivalent to the NFPA standard listed in this Code.

~~Sections 903.2.1, 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.3.1, 903.2.4, 903.2.4.1, 903.2.4.2, 903.2.4.3, 903.2.5, 903.2.6, 903.2.6.1, 903.2.7, 903.2.8, 903.2.8.1, 903.2.8.2, 903.2.9, 903.2.9.1, of the IFC, are hereby amended by deleting said sections, including exceptions, and inserting in lieu thereof the following:~~

~~Section 903.2.1. Group A to read as follows: Sprinklers Required At:~~

~~Group A: A 1. Building or structures or portions thereof,
NFPA 13 having an assembly use, usually with fixed seating,
intended for the production and viewing of the
performing arts or motion pictures including,
but not limited to: See IFC Occupancy Classification
definition A-1.~~

~~1. Occupant load of 299 or less. 6,000 s.f.~~

~~2. Occupant load of 300 or more. 0 s.f.~~

~~NFPA 13 A 2. Building or structures or portions thereof,
having an assembly use intended for food and/or~~

drink consumption including but not limited to:

See IFC definition A-2.

1. Occupant load of 50 or more. _____ 0 s.f.

2. Occupant load of 49 or less. _____ 1,500 s.f.

NFPA 13 ~~A-3. Building or structures or portions thereof, having an assembly use intended for worship, recreation or amusement and other assembly uses not classified elsewhere in Group A, including, but not limited to: See IFC Occupancy Classification definition A-3.~~

1. Occupant load of 299 or less. _____ 6,000 s.f.

2. Occupant load of 300 or more. _____ 4,500 s.f.

NFPA 13 ~~A-4. Building or structures or portions thereof, having an assembly use intended for viewing of indoor sporting events and activities with spectator seating, including but not limited to: See IFC Occupancy Classification definition A-4~~

1. Occupant load of 299 or less. _____ 6,000 s.f.

2. Occupant load of 300 or more. _____ 4,500 s.f.

NFPA 13 ~~A-5. Building or structures or portions thereof, an assembly use intended for participation in or viewing outdoor activities including, but not limited to: See IFC Occupancy Classification definition A-5 and IFC Section 903.2.1.5 for areas to be provided with protection.~~

1,000 s.f.

~~Section 903.2.2 Group B to read as follows: Sprinklers Required At:~~

~~Group B: Building or structures or portions thereof,~~

NFPA 13 ~~used for office, professional or service type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to: See IFC Occupancy Classification definition B.~~

6,000 s.f.

~~Section 903.2.3 Group E to read as follows: Sprinklers Required At:~~

~~Group E: Building or structures or portions thereof,~~

NFPA 13 ~~used by six or more persons at any one time for educational purposes.~~

0 s.f.

NFPA 13 ~~A Licensed Day Care is any buildings or structures, or portions thereof, used for educational, supervision or personal care services for more than five children older than 2 years of age shall be classified as~~

an E occupancy. _____ 0 s.f.

~~Section 903.2.4 Group F to read as follows: Sprinklers Required At:~~

Group F:	F-1. Moderate hazard factory and industrial	
NFPA 13	occupancies including factory and industrial	
	uses not classified as Group F, Division 2	
	Occupancies shall include, but not be limited to:	
	See IFC Occupancy Classification definition F-1.	6,000 s.f.
NFPA 13	F-1.1. Woodworking operations which generates	
	finely divided combustible waste or uses finely	
	divided combustible materials.	2,500 s.f.
NFPA 13	F-2. Low hazard factory and industrial	
	occupancies uses that involve the fabrication	
	or manufacturing of noncombustible materials	
	which during finishing, packing or processing	
	do not involve a significant fire hazard shall include,	
	but not be limited to: See IFC Occupancy	
	Classification definition F-2.	15,000 s.f.

~~Section 903.2.5 Group H. to read as follows: Sprinklers Required At:~~

Group H:	H-1. Building or structures or portions thereof,	
NFPA 13	that pose a detonation hazard in excess of those listed	
	in Table 307.7(1) (See 2003 IBC) shall include,	
	but not limited to: See IFC Occupancy	
	Classification definition H-1.	0 s.f.
NFPA 13	H-2. Building or structures or portions thereof,	
	which contain materials that pose a deflagration	
	hazard or a hazard from accelerated burning in excess	
	of those listed in Tables 307.7(1) (See 2003 IBC)	
	shall include, but not limited to:	
	See IFC Occupancy Classification definition H-2.	0 s.f.
NFPA 13	H-3. Building or structures or portions thereof,	
	which contain materials that readily support	
	combustion or pose physical hazard in excess of	
	those listed in Tables 307.7(1) (See 2003 IBC)	
	shall include, but not limited to:	
	See IFC Occupancy Classification definition H-3.	0 s.f.
NFPA 13	H-4. Building or structures or portions thereof,	
	which contain materials that are health hazards	
	in excess of those listed in Tables 307.7(1)	
	(See 2003 IBC) shall include,	
	but not limited to: See IFC Occupancy	
	Classification definition H-4.	0 s.f.
NFPA 13	H-5. Semiconductors fabrication facilities	

and comparable research and development areas in which production materials are used, and the aggregate quantity of material is in excess of those listed in Tables 307.7(1) and 307.7(2). (See 2003 IBC) Such facilities and areas shall be designed and constructed in accordance with Section 4154.9 of IBC. Design of the sprinkler system shall not be less than Table 903.2.4.2 0 s.f.

NFPA 13 — Pyroxylin plastics. Buildings or structures where cellulose nitrate film or pyroxylin plastics are manufactured, stored or handled in quantities exceeding 100 pounds. 0 s.f.

~~Section 903.2.6 Group I to read as follows: Sprinklers Required At:~~

~~Group I: I-1. Building or structures or portions thereof, housing~~

NFPA 13D — ~~more than 16 persons, on a 24-hour basis, who or because of age, mental disability or other reasons,~~

NFPA 13R — ~~live in a supervised residential environment but which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff. A facility such as the above with five or fewer persons shall classified as Group R-3. A facility such as the above with at least six and not more than 16 persons shall be classified as Group R-4.~~ 0 s.f.

NFPA 13 — ~~I-2. Building or structures or portions thereof, used for medical, surgical, psychiatric, nursing or custodial care on a 24-hour basis of more than four persons who are not capable of self-preservation. A facility such as the above with four or fewer persons shall be classified as Group R-3.~~

~~Child Care facilities are any buildings or structures, or a portion thereof, which provides care on a 24-hour basis to more than five children 2 ½ years of age or less shall be classified as Group I-2.~~ 0 s.f.

NFPA 13 — ~~I-3. Building or structures or portions thereof, which are inhabited by more than five persons who are under restraint or security.~~

~~See IFC Occupancy Classification definition I-3 for type of condition.~~ 0 s.f.

NFPA 13 — ~~I-4. Building or structures or portions thereof, which are occupied by persons of any age who receive custodial care for less than 24 hours by individuals other than parents or guardians, relatives by blood, marriage~~

or adoption and in a place other than the home of the person cared for. A facility such as the above with five or fewer persons shall be classified as Group R-3. Place of worship during religious functions are not included. 0 s.f.

NFPA 13 — Adult care facilities provide accommodations for less than 24 hours for more than five unrelated adults and provides supervision and personal care services. Child care facilities provide supervision and personal care on less than a 24 hour basis for more than five children, 2 ½ years of age or less. 0 s.f.

~~Section 903.2.7 Group M to read as follows: Sprinklers Required At:~~

~~Group M: Building or structures or portions thereof, for the display and sale of merchandise, and involving stocks of goods, wares or merchandise, incidental to such purposes and accessible to the public shall include, but not be limited to: See IFC Occupancy Classification definition Group M.~~

~~(High piled storage to refer to Chapter 23 of the 2006 IFC) 6,000 s.f.~~

~~Section 903.2.8 Group R to read as follows: Sprinklers Required At:~~

~~Group R: R-1. Hotels, motels,~~

NFPA 13R — ~~boarding houses (transient).~~

~~(Occupy less than 30 days) 0 s.f.~~

NFPA 13R — ~~R-2. Apartment houses, Condominiums,~~

or NFPA 13 — ~~Boarding houses (non-transient), Convents~~

~~Dormitories, Fraternities and Sororities, Monasteries 0 s.f.~~

NFPA 13D — ~~R-3. Dwellings 8,000 s.f.~~

NFPA 13D — ~~R-3. Townhouse~~

~~In addition, townhouses, less than 8,000 s.f., that are not open on at least two sides are required to install fire sprinkler systems set forth in the IFC 2015 Edition. 8,000 s.f.~~

NFPA 13D — ~~R-4. Residential Care/Assisted Living Facilities~~

or — ~~for more than five but not more than 16 occupants,~~

NFPA 13R — ~~excluding staff. 0 s.f.~~

~~Section 903.2.9 Group S to read as follows: Sprinklers Required At:~~

~~Group S: S-1. Moderate hazard storage occupancies~~

NFPA 13 — ~~including building or portions of buildings used for storage of combustible materials not classified as Group S, Division 2 or Group H Occupancies but not be limited to:~~

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	See IFC Occupancy Classification definition Group S-1.	6,000 s.f.
NFPA 13	1. A Group S-1 self-storage area exceeds 12,000 s.f. or;	
	2. A Group S-1 self-storage fire area is located more than three stories above grade plane.	6,000 s.f.
NFPA 13	Repair garages/Service stations	3,500 s.f.
NFPA 13	Bulk Storage of tires	20,000 cu.f.
NFPA 13	S-2. Low hazard storage occupancies including buildings or portions of buildings used for storage of noncombustible materials but not be limited to: See IFC Occupancy Classification definition Group S-2.	15,000 s.f.

~~Section 903.2.10 Group U to read as: Sprinklers Required At:~~

~~Group U: Private garages, carports, sheds and agricultural buildings.~~ n/a

Section 903.2.1.1 of the IFC (correlation: 903.2.1.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 6,000 square feet (557.5 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multiple-theater complex.

Section 903.2.1.2 of the IFC (correlation: 903.2.1.2), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 1,500 square feet (139.5 m²).
2. The fire area has an occupant load of 50 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multiple-theater complex.

Section 903.2.1.3 of the IFC (correlation: 903.2.1.3), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 6,000 square feet (557.5 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.1.4 of the IFC (correlation: 903.2.1.4), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 6,000 square feet (557.5 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.2 of the IFC (correlation: 903.2.2), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.2 Group B. An *automatic sprinkler system* shall be provided throughout buildings containing a Group B occupancy where one of the following conditions exists:

1. A Group B *fire area* exceeds 6,000 square feet (557.5 m²).
2. A Group B *fire area* is located more than three stories above grade plane.

3. The combined area of all Group B *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).

Section 903.2.2.1 of the IFC (correlation: 903.2.2.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.2.1 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor as well as all floors below where such care is provided, and all floors between the level of ambulatory care and the nearest *level of exit discharge*, the *level of exit discharge*, and all floors below the *level of exit discharge*.

Exception: Floors classified as an open parking garage are not required to be sprinklered.

Section 903.2.3 of the IFC (correlation: 903.2.3), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.3 Group E. An automatic sprinkler system shall be provided throughout stories containing Group E occupancies and throughout all stories from the Group E occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 1,500 square feet (139.5 m²).
2. The fire area has an occupant load of 50 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.4 of the IFC (correlation: 903.2.4), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.4 Group F-1. An *automatic sprinkler system* shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 *fire area* exceeds 6,000 square feet (557.5 m²).
2. A Group F-1 *fire area* is located more than three stories above grade plane.
3. The combined area of all Group F-1 *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

Section 903.2.7 of the IFC (correlation: 903.2.7), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.7 Group M. An *automatic sprinkler system* shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M *fire area* exceeds 6,000 square feet (557.5 m²).
2. A Group M *fire area* is located more than three stories above grade plane.
3. The combined area of all Group M *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).
4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m²).

Section 903.2.8.1 of the IFC (correlation: 903.2.8.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.8.1 Group R-3. An *automatic sprinkler system* installed in accordance with Section 903.3.1.3 shall be required all buildings containing a Group R-3 occupancy where one of the following conditions exists:

1. The building is a single-family dwelling where the aggregate area of the building exceeds 8,000 square feet to include all floors of the building and attached garages.
2. The building is a townhome complex where the aggregate area of the building exceeds 8,000 square feet to include all floors of each townhome and attached garages.
3. The building is a townhome complex where the aggregate area of the building does not exceed 8,000 square feet and townhomes are not open on two sides.

Section 903.2.9 of the IFC (correlation: 903.2.9), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.9 Group S-1. An *automatic sprinkler system* shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 *fire area* exceeds 6,000 square feet (557.5 m²).
2. A Group S-1 *fire area* is located more than three stories above grade plane.
3. The combined area of all Group S-1 *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).
4. A Group S-1 *fire area* used for the storage of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m²).
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).
6. A Group S-1 occupancy used for Self-Service Storage Facility (mini-storage) exceeds 6,000 square feet (557 m²).

Section 903.2.9.1 of the IFC (correlation: 903.2.9.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.9.1 Repair garages. An *automatic sprinkler system* shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the *International Building Code*, as shown:

1. Buildings having two or more stories above grade plane, including *basements*, with a *fire area* containing a repair garage exceeding 10,000 square feet (929 m²)
2. Buildings not more than one story above grade plane, with a *fire area* containing a repair garage exceeding 3,500 square feet (325 m²).
3. Buildings with repair garages servicing vehicles parked in *basements*.
4. A Group S-1 *fire area* used for the repair of commercial motor vehicles where the *fire area* exceeds 3,500 square feet (325 m²).

Changes to these sections are intended to bring the code into agreement with the CICC recommendations. The major changes are to E occupancies, which were increased to 1,500 square feet. This reduces the need for sprinklers in small structures such as temporary classrooms, and greenhouses used by schools. The language in the R occupancies was updated to reflect the same format used for other occupancies and to clarify the means by which the area of an R-3 is calculated. The code language in the remainder of the R occupancies in the 2018 edition requires sprinklers and does not need amended.

Section 903.2.11.1, of the IFC (correlation: 903.2.11.1.3), is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 903.2.11.1.3 Basements. Where any portion of a basement is located more than 75 feet (22 860 mm) from openings required by Section 903.2.11.1, the basement shall be equipped throughout with an approved automatic sprinkler system.

Section 903.3.1.2 amended – NFPA 13R sprinkler systems

Section 903.3.1.2, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R and I occupancies up to and including four stories in height in buildings not exceeding 60 feet (18 288 mm) in height above grade plane shall be installed throughout in accordance with NFPA 13, unless allowed to be sprinklered in accordance with NFPA 13D by the International Building Code. The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 of the International Building Code shall be measured from the horizontal assembly creating separate buildings.

Currently working with fire sprinkler contractors to determine cost impact of this code change. The intent is to reduce the likelihood of having a total loss in these buildings should a fire quickly involve the attic. Nationwide a debate has been ongoing into the value of 13R systems. They are intended for life safety only and many times buildings with 13R systems have had the roof burn off resulting in a total loss, however, there is no loss of life. A 13 system would provide protection for occupants and the building.

Section 903.3.6 amended – Hose Threads

Section 903.3.6, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 903.3.6 Hose Threads Fire hose threads and fittings used in connection with automatic sprinkler systems shall be approved and shall be a siamese compatible with 2 ½" fire department hose threads, unless approved by the Fire Code Official.

Section 903.4.2, of the IFC (correlation: 903.4.2), is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 903.4.2 Alarms. An approved weather proof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 903, of the IFC, is hereby amended by adding a new section, 903.7, as follows:

Section 903.7 Fire Sprinkler for canopies. A canopy covering a door that is required to be marked as an exit shall be required to have fire sprinklers installed outside that door if the canopy extends more than 4 feet out from the door, regardless of whether the canopy is combustible or non-combustible. Canopies that have vehicle access under them with door openings shall be required to have fire sprinklers installed under the total canopy regardless of whether the canopy is combustible or non-combustible.

Exception: If the Code does not require a building to have a fire sprinkler system, section 903.7 does not apply.

Section 905 addition – Standpipe Systems

Section 905.3, of the IFC, is hereby amended by adding a new section, 905.3.9 (correlation: IBC 905.3.9), as follows:

Section 905.3.9 Building Footprint and Access. Where the most remote portion of a floor or story is more than 400 feet from a hose connection or fire department access road the fire code official is authorized to require standpipes to be provided in approved locations. Class I manual standpipes shall be allowed.

Section 907 amendments and additions – Fire Alarm and Detection Systems:

Section 907.1, of the IFC (correlation: IBC 907.1.4), is hereby amended by adding a new section, 907.1.4, as follows:

907.1.4 FACP (Fire Alarm Control Panels). Each building shall have no more than 1 FACP. Installation of fire alarm panel shall be not exceed six feet in height measured from the floor to the top of the unit.

Exception: Suppression system releasing panels are not required to meet the height requirement or the limitation in the number of panels.

Section 907.2, of the IFC (correlation: IBC 907.2), is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 907.2 Where required ~~General~~ - new buildings and structures. An approved fire alarm system meeting provisions of this code and NFPA 72 shall be installed when the gross square footage of a building is equal to or greater than the area as specified in Sections 903.2.1 through 903.2.10 inclusive, subject to the authority having jurisdiction or by Section 907 which ever shall be more restrictive. The

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fire alarm system shall provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Manual fire alarm boxes shall be required where deemed necessary by the fire code official.

Where corridors and/or hallways are protected by fire sprinkler systems they shall also be protected by smoke detection. Smoke detection shall be of the photoelectric type or as approved by the fire code official.

Exception:

1. Buildings with 8 or less initiating devices may use zoned systems provided only one device is used per zone. Each device shall have a plain English LCD (liquid crystal display). This alpha/numeric descriptor location is required to be reported to the Polk County dispatch center upon activation of the fire alarm system.
2. R-3 dwellings are not required to meet Section 907.2 of this Code.
3. Townhomes are required to be monitored only if a single fire sprinkler system is used for multiple units.

Sections 907.2.8 and 907.2.9, of the IFC, are hereby amended by deleting said sections, including exceptions, and inserting in lieu thereof the following:

Section 907.2.8 Group R General. Group R-1; Group R-2 apartment houses, condominiums and boarding houses (non-transient), convents, dormitories, fraternities, sororities, and monasteries; and Group R-4 shall have a monitored addressable fire alarm system.

Section ~~907.2.11~~ **907.2.10**, of the IFC, is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

Section ~~907.2.11~~ **907.2.10** Single and Multi-station Smoke Alarms. Listed single and multiple-station smoke alarms complying with UL 217 shall be installed in accordance with Sections 907.2.11.1 through 907.2.11.4 and the household fire warning equipment provision of NFPA 72. Smoke alarms in dwelling units shall be addressable with sounder bases and monitored by the building fire alarm system as a supervisory signal only. Mini horns in dwelling units are not required if notification from a building fire alarm system is through the smoke alarms with sounder bases.

Note: Section 907.2.10 only applies to R-1, R-2, R-4, and I-1.

Section 907.6.3, of the IFC (correlation: IBC 907.6.3), is hereby amended by deleting exceptions 1 and 2, and inserting in lieu thereof the following:

Section 907.6.3 Exception 1. Fire alarm systems with 8 or less initiating devices may use zoned systems provided only one device is used per zone. Each device shall have a plain English LCD (liquid crystal display). This alpha/numeric descriptor location is required to be reported to the Polk County dispatch center upon activation of the fire alarm system.

Section 907.6.3, of the IFC (correlation: IBC 907.6.3.2), is hereby amended by adding a new section, 907.6.3.2, as follows:

Section 907.6.3.2 Zone and address location labeling. Fire alarm panels shall have all zones and address points plainly and permanently labeled as to their location on the outside of the panel or on an easily readable map of the building, if no display screen is present.

Section 907.6.6, of the IFC (correlation: IBC 907.6.6), is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

Section 907.6.6 Monitoring. Fire alarm systems required by this chapter or by the International Building Code shall be monitored by a central station approved and listed under UL 827 in accordance with NFPA 72.

Exception: Monitoring station is not required for: 1. Automatic sprinkler and fire alarm systems in one- and two- family dwellings.

Section 907.2.9, of the IFC (correlation: IBC 907.2.9), is hereby amended by adding a new section, 907.2.9.4 and subsections 907.2.9.4.1 through 907.2.9.4.3 as follows:

907.2.9.4 Group R-4. Fire alarm systems and smoke alarms shall be installed in Group R- 4 occupancies as required in Sections 907.2.10.1 through 907.2.10.3.

907.2.9.4.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-4 occupancies.

Exceptions:

1. A manual fire alarm system is not required in buildings not more than two stories in height where all individual sleeping units and contiguous attic and crawl spaces to

those units are separated from each other and public or common areas by not less than 1-hour fire partitions and each individual sleeping unit has an exit directly to a public way, egress court or yard.

2. Manual fire alarm boxes are not required throughout the building where all of the following conditions are met:

2.1 The building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2.

2.2 The notification appliances will activate upon sprinkler water flow.

2.3 Not fewer than one manual fire alarm box is installed at an *approved* location.

3. Manual fire alarm boxes in resident or patient sleeping areas shall not be required at *exits* where located at all nurses' control stations or other constantly attended staff locations, provided such stations are visible and continuously accessible and that the distances of travel required in Section 907.4.2.1 are not exceeded.

907.2.4.9.3 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in *corridors*, waiting areas open to *corridors* and *habitable spaces* other than *sleeping units* and kitchens.

Exceptions:

1. Smoke detection in *habitable spaces* is not required where the facility is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1.

2. An automatic smoke detection system is not required in buildings that do not have interior *corridors* serving *sleeping units* and where each *sleeping unit* has a *means of egress* door opening directly to an *exit* or to an exterior *exit access* that leads directly to an exit.

907.2.9.4.3 Smoke alarms. Single- and multiple-station smoke alarms shall be installed in accordance with Section 907.2.11.

These sections, while changes to the 2018 code are not new requirements. These were required in previous editions of the IFC and were removed in the 2018 edition.

Section 910 amendments and additions – Smoke and Heat Vents:

Section ~~910.1~~ **910.2**, of the IFC, is hereby amended by adding the following exception:

Section ~~910.1 Exception 3~~ **910.2 Exception 4**. The Code Official may require smoke removal equipment to be installed if it is deemed necessary for the protection of life and property.

Section 910.2.1, of the IFC (correlation: IBC 910.2.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 910.2.1 Group F-1 or S-1. Smoke and heat vents installed in accordance with Section 910.3 or a mechanical smoke removal system installed in accordance with Section 910.4 shall be installed in buildings and portions thereof used as a Group F-1 or S-1 occupancy having more than 30,000 square feet (2787 m²) of undivided area. In occupied portions of a building equipped throughout with an automatic sprinkler system in accordance with 903.3.1.1, where the upper surface of the story is not a roof assembly, a mechanical smoke removal system in accordance with Section 910.4 shall be installed.

Exception: Group S-1 aircraft repair hangars.

Section 912 amended – Fire Department Connections

Section 912.4.2, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 912.4.2 Clear space around connections. A working space of not less than 60 inches in width, 60 in depth and 78 inches in height shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections, and if the fire department connection is accessible from a designated parking area, the space in front of the connection shall be marked "No Parking", except as otherwise required or approved by the Fire Chief.

Section 914.3.1.2, of the IFC (correlation: IBC 403.3.2), is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

914.3.1.2 Water supply to required fire pumps. Required fire pumps shall be supplied by connections to a minimum of two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: Two connections to the same main shall be permitted provided the main is valved such that an interruption can be isolated so that the water supply will continue without interruption through at least one of the connections.

Section 1008 amendments and additions - Means of Egress Illumination

Section 1008.2, of the IFC (correlation: IBC ~~1008.2.3~~ 1008.2.4), is hereby amended by adding a new section, 1008.2.3 1008.2.4, as follows:

Section ~~1008.2.3~~ 1008.2.4 Additional emergency lights. Emergency lights may be required at the discretion of the code official to clarify an exit or exit access.

Section ~~1008.3.1~~, of the IFC (correlation: IBC ~~1008.3.1~~), is hereby amended by deleting said section, and inserting in lieu thereof the following:

~~Section 1008.3.1 General. In the event of the power supply failure in rooms and spaces that require two or means of egress or are 400 square feet or greater, an emergency electrical system shall automatically illuminate all of the following areas:~~

- ~~—1. Aisles.~~
- ~~—2. Corridors.~~
- ~~—3. Exit access stairways and ramps.~~

Section ~~1008.3.2~~, of the IFC (correlation: IBC ~~1008.3.2~~), is hereby amended by deleting said section, and inserting in lieu thereof the following:

~~Section 1008.3.2 Buildings. In the event of the power supply failure in rooms and spaces that require two or means of egress or are 400 square feet or greater an emergency electrical system shall automatically illuminate all of the following areas:~~

- ~~1. Interior exit access stairways and ramps~~
- ~~2. Interior and exterior exit stairways and ramps.~~
- ~~3. Exit passageways.~~
- ~~4. Vestibules and areas on the level of exit discharge used for exit discharge in accordance with Section 1028.1.~~
- ~~5. Exterior landings as required by Section 1010.1.6 for exit doorways that lead directly to the exit discharge.~~

These sections were deleted by the CICC due to a lack clarity and difficulty in enforcing them.

Section ~~1008.3.3~~, of the IFC (correlation: IBC ~~1008.3.3~~), is hereby amended by deleting Item #5, and inserting in lieu thereof the following:

- ~~5. Restrooms containing at least one water closet/urinal or that are accessible.~~

Section 1008.3.3, of the IFC (correlation: IBC 1008.3.3), is hereby amended by deleting said section, and inserting in lieu thereof the following:

1008.3.3 Rooms and spaces. In the event of a power supply failure, an emergency electrical system shall automatically illuminate all of the following areas:

1. Electrical equipment rooms
2. Fire command centers
3. Fire pump rooms
4. Generator rooms
5. Public restrooms that contain at least one water closet/urinal or that are accessible
6. Meeting/conference rooms with an area greater than 400 square feet.
7. Classrooms in an E occupancy with an area greater than 400 square feet.

This section addressed many issues noted in the sections above that were deleted.

Section 1009 addition - Accessible Means of Egress:

Section 1009.2, of the IFC (correlation: IBC 1009.2), is hereby amended by adding Item #11, as follows:

11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1010 additions - Doors, Gates and Turnstiles:

Section 1010.1.6, of the IFC (correlation: IBC 1010.1.6.1), is hereby amended by adding a new section, 1010.1.6.1, as follows:

Section 1010.1.6.1 For landings required by Section 1010.1.5 to be at the same elevation on each side of the door exterior landings at doors shall be provided with frost protection.

~~Section 1010.1.9.1, of the IFC (correlation: IBC 1010.1.9.1), is hereby amended by adding new language to the end of the section, as follows:~~

~~Thumb Turn Locks shall not be allowed.~~

Section 1010.1.9.1, of the IFC (correlation: IBC 1010.1.9.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

1010.1.9.1 Hardware. Door handles, pulls, latches, locks and other operating devices on doors required to be accessible by Chapter 11 of the International Building

Code shall not require tight grasping, tight pinching or twisting of the wrist to operate. This includes thumb turn locks.

Clarification to the previous language noted in the section it is replacing above.

Section 1013 addition and deletion – Exit Signs:

Section 1013.1 of the IFC (correlation: IBC 1013.1.1), is hereby amended by adding a new section, 1013.1.1, as follows:

Section 1013.1.1 Additional Exit Signs: Exit signs may be required at the discretion of the code official to clarify an exit or exit access.

~~Section 1013.3, of the IFC (correlation: IBC 1013), is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:~~

~~Section 1013.3 Exit Sign Illumination. Exit signs shall be illuminated internally or externally by an LED lighting system. Exit signs are required to have battery backup unless an onsite generator is used. Luminance on the face of an exit sign shall have intensity of not less than 5.0 footcandles (53.82 lux).~~

~~Exception:~~

~~———Tactile Exit signs required by Section 1013.4 need not be provided with illumination.~~

~~Section 1013.5, of the IFC (correlation: IBC 1013.5), is hereby amended by deleting said section, and not replacing with any language.~~

These sections were CICC amendments in the 2015 edition, and were viewed as too restrictive.

Section 1015 addition – Guards

Section 1015, of the IFC (correlation: IBC 1014.4), is hereby amended by adding a new section, 1015.9, as follows:

1015.9 Walking surfaces. A guard shall be provided along retaining walls where a finished walking surface such as sidewalks, patios, driveways, parking lots or similar is located on the top side of a retaining wall. The guard shall be installed along any portion of the wall measuring 30 inches or greater in height measured at any point within 36 inches horizontally to the edge of the open side. A guard shall not be required along portions of the retaining wall where the horizontal distance between the edge of the finished walking surface and the face of the wall is greater than 72 inches.

These were CICC amendments new to the 2018 IBC/IFC.

Section 1028 addition - Exit Discharge

Section 1028.5, of the IFC (correlation: IBC 1028.5.1), is hereby amended by adding a new section, 1028.5.1, as follows:

Section 1028.5.1 Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1030 addition - Emergency Escape and Rescue

~~Section 1030.5, of the IFC (correlation: IBC 1030.5.3), is hereby amended by adding a new section, 1030.5.3, as follows:~~

~~Section 1030.5.3 Window wells drainage. All window wells shall be provided with approved drainage.~~

Section 1030.4, of the IFC (correlation: IBC 1030.4.3), is hereby amended by adding a new section, 1030.4.3, as follows:

Section 1030.4.3 Window wells drainage. All window wells shall be provided with approved drainage.

Renumbering of above section.

Section 1107 addition – Requirements for Fuel Fired Appliances

Chapter 11, of the IFC, is hereby amended by adding a new section, 1107, and subsections 1107.1 through 1107.3 as follows:

1107.1 Protection of Fuel Fired Appliances. Where required or upon notification from the fire code official an existing building or tenant space containing a fuel fired appliance(s) shall be protected with 1 hour rated construction enclosure or a limited area sprinkler system complying with Section 903.3.8.

Exception: Buildings protected by an approved automatic fire sprinkler system complying with Section 903.3.1.1 or 903.3.1.2.

1107.2 CSST Bonding Requirements in Rental Dwellings. All rental dwellings shall be bonded in accordance with sections 310.2.1 through 310.2.5 of the International Fuel Gas Code, unless deemed technically infeasible by the Code Official.

1107.3 CSST Bonding Requirements for Alterations, Repairs, or Additions. For other than rental dwelling units, where alterations, repairs or additions requiring a permit to occur, CSST shall be bonded in accordance with sections 310.2.1 through 310.2.5 of the International Fuel Gas Code, unless deemed technically infeasible by the Code Official.

Addition of these sections is to address emerging issues related to fuel fire appliance and CSST fires.

Section 1203 addition – Emergency and Standby Power Systems

Section 1203, of the IFC, is hereby amended by adding new sections, 1203.7 and 1203.8 as follows:

Section 1203.7 Shutdown of Emergency and Standby Power Systems. In addition to the requirements of NFPA 110 for a remote manual stop, a switch of an approved type shall be provided to shut down the generator. The switch shall be provided at an approved location.

Section 1203.8 Emergency Generator Signs. Main electrical disconnects and main breaker panels supplied by the generator shall be provided with approved signs. Additionally, doors accessing emergency and standby power systems shall be provided with approved signs. When approved switches for emergency power shut-down are located remote from the fire alarm annunciator, an approved sign shall be provided at fire alarm annunciator. Approved signs shall contain the word CAUTION in black letters at least 2 inches (50 mm) high on a yellow background. Such warning signs shall be placed so as to be readily discernible.

Relocated in 2018 from chapter 6.

Section 2306 amended – Flammable and Combustible Liquid Motor Fuel-Dispensing Facilities

Section 2306.2.5 Portable Tanks is hereby amended by defining the time limit as thirty calendar days. Uses exceeding thirty calendar days will require a new permit application.

Section 3202 amended - Definitions

Section 3202, of the IFC, is hereby amended by adding new language as follows:

SPECULATIVE BUILDING. A Group S, F or M occupancy having an interior clear height greater than 12 feet (3657 mm) where high-piled storage may accrue and the

client leasing or the occupant owner does not know the commodity that will be stored or the method of storage.

Section 3206 amendments and additions - General Fire Protection and Life Safety Features

Section 3206.2, of the IFC, is hereby amended by adding a new section, 3206.2.1, as follows:

Section 3206.2.1 Speculative building. Group S, F and M speculative buildings that have an interior clear height greater than 12 feet where high piled storage may accrue shall comply with this chapter.

Section 3206.4, of the IFC, is hereby amended by adding a new section, 3206.4.2, and subsections 3206.4.2.1 through 3206.4.2.7

Section 3206.4.2 Sprinkler design.

Section 3206.4.2.1 General. The design of *automatic sprinkler systems* for the protection of Group M and S occupancies containing high-piled storage or high-challenge commodities over an area equal to or greater than 2,500 ft.² (232 m²) and designed for the protection of hazardous materials stored more than one pallet high in Group M, S or H occupancies, shall be in accordance with this section. This section does not apply to miscellaneous storage within the scope of NFPA 13.

Section 3206.4.2.2 Requirements for all plan submittals. See Section 903.1.9. and 3201.3 for plan submittal requirements.

Section 3206.4.2.3 Minimum design requirements for speculative warehouses. The design of the *automatic sprinkler system* for speculative warehouses shall be based on storage of a cartoned Class A nonexpanded plastic to the available storage height. The storage height shall be determined by subtracting 48 inches (from the highest point of the roof above each system for ESFR and 30 inches for area density applications.

Section 3206.4.2.4 Minimum requirements for client leased or occupant-owned warehouses. The design of an automatic sprinkler system for client leased or occupant owned buildings containing high piled storage shall be based on the requirements of NFPA 13. The responsible Fire Protection Contractor shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The Contractor shall also make reasonable efforts to meet with

the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration.

The sprinkler design shall be based on the most demanding requirements determined through the on-site survey and discussions with the building owner or operator.

Technical Report shall clearly define the basis for determining the commodity and sprinkler design selection, along with how the commodities will be isolated or separated, and the referenced design document(s), including NFPA 13 or the current applicable Factory Mutual Data Sheets. If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

Section 3206.4.2.5 Required information at plan submittal. All plans, hydraulic calculations and technical reports shall be submitted with the plan submittal form. The individual submitting the design package shall ensure that all of the required information requested on the plan submittal form is included.

Section 3206.4.2.6 Minimum plan information requirements. In addition to the requirements of NFPA 13, the following information shall be included in the plans or technical report.

Section 3206.4.2.6.1 Class I-IV and Group A plastic commodities.

- A) An owner's certificate in accordance with NFPA 13. The design criteria, e.g., NFPA 13, Factory Mutual Data Sheet, or a specific fire test report.
- B) A Water Supply Flow & Pressure Test Report performed within 90 days of the plan submittal
- C) The type of design, e.g., Control Mode Density/Design Area Method; Specific Application Control Mode Method; Suppression Mode Method, including appropriate code references.
- D) A description of the stored commodities and how the commodity classification was determined.
- E) A layout of the proposed storage arrangement. If the storage is in racks, a plan and elevation detail illustrating rack heights, flue dimensions and arrangement. This detail is not required for speculation warehouses.
- F) The aisle dimensions between each storage array.
- G) If a high challenge commodity is separated using fire-resistive construction, the boundary of the fire-resistive construction shall be illustrated.
- H) A data sheet for the backflow preventer. If a data sheet is not available, the design professional shall include a statement addressing the minimum required pressure loss.
- I) A data sheet for each installed automatic sprinkler.
- J) A data sheet for each pipe hanger used to hang or support the sprinkler piping.
- K) If a fire pump will be installed or used, the manufacturer's factory test curve shall be included in the submittal.

- L) A cross-section view illustrating obstructions to the ceiling sprinklers, e.g., lights, structural members, cable trays, electrical bus ducts and HVAC ductwork.

Section 3206.4.2.6.2 Hazardous materials. In addition to the requirements of this section, the following information shall be included in a *hazardous materials* technical report.

- A) A hazardous materials inventory statement
- B) For flammable & combustible liquids, an analysis of the miscibility of Class I liquids, the size and type of the packaging, the packaging materials of construction, and if the containers have a pressure relieving mechanism.
- C) For Level 2 or 3 aerosols, a statement indicating that the aerosols are cartoned or uncartoned.

3206.4.2.7 Identification of sprinkler system capabilities and limitations. A label shall be permanently installed at or adjacent to each sprinkler riser. When a building contains more than four risers, the sign shall be located at an approved location inside the building. The minimum sign dimension is 6-inches (152 mm) high by 4-inches (101 mm) wide. The sign shall specify the capabilities and limitations of the *automatic sprinkler system*. The sign shall include the following information:

- A) The design base or basis, including the edition used
- B) A statement indicating if the sprinkler design is control mode density area method, control mode specific application, suppression mode, or any combination thereof.
- C) When used, all of the storage conditions stipulated NFPA 13 for Special Designs.
- D) The maximum storage height
- E) The minimum required aisle width
- F) If storage is in racks, the maximum rack width and minimum transverse and longitudinal flue widths.
- G) Storage Capabilities: Commodities designed to be protected by the automatic sprinkler system
- H) Limits on storage heights of idle wood and plastic storage
- I) Limits on storage heights of miscellaneous Group A plastic, tire and rolled paper storage
- J) Locations where in-rack sprinklers are required
- K) Locations where horizontal and/or vertical barriers are required
- L) Information explaining the manufacturer, sprinkler identification number, k-factor, and operating temperature of the overhead sprinklers protecting the high-piled storage.
- M) Fire Protection Contractor contact information

The following example illustrates a suggested label or sign:

Automatic Sprinkler System Capabilities & Limitations

Stored Commodity	Class I water miscible flammable liquids in 1 & 5 gallon polyethylene containers in fiberboard cartons
Design Documents	NFPA 13, 2013 edition & NFPA 30
Design Type	Control Mode, Density/Area Method
Max. Storage Height	25 feet
Min. Aisle Width	8 feet
Max. Rack Width	9 feet
Flue Dimensions	Longitudinal: Min. 6 inches Transverse: Min. 3 inches
System Capabilities	Class I-IV commodities, stored commodity, solid pile or palletized Group A plastics to 12 feet; rack storage of Group A plastics to 25 feet.
Idle Pallets	6 feet maximum storage height
Tire Storage	5 feet maximum storage height
Rolled Paper Storage	5 feet maximum storage height
In-rack sprinklers	In-rack sprinklers are required at each of 3 rack tiers containing the stored commodity. In-rack sprinklers are Tyco/Central FS-B, 17/32" orifice, QR 155°F element, SIN TY0041
Horizontal Barriers	Required at each rack tier containing the stored commodity.
Ceiling Sprinkler	Tyco ELO-231B, ¾" orifice, SR 286°F element, upright, SIN TY0030
FP Contractor	ABC Sprinkler Co. Designer: John Smith

Section 3301 amended – General

Section 3301.2, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof, the following:

Section 3301.2 Purpose. This chapter prescribes minimum safeguards for construction, alteration and demolition operations to provide reasonable safety to life and property from fire and other emergencies during such operations.

Section 3310 addition - Access for Fire Fighting

Section 3310.1.1, of the IFC, is hereby amended by adding a new section, 3310.1.1, as follows:

Section 3310.1.1 Construction Site Access. *Approved* fire apparatus access roads shall be provided for every facility, building or portion of a building as soon as construction commences. The fire apparatus access road shall comply with the requirements of Section 503.2 and this section and shall extend to within 100 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first

story of the building as measured by an *approved* route around the exterior of the building or facility.

Exception: The *fire code official* is authorized to increase the dimension of 100 feet (45 720 mm) where:

1. The building is equipped throughout with an *approved automatic sprinkler system* that is fully functional and installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar

Section 3311 amended – Means of Egress

Section 3311.1, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

3311.1 Stairways required. Where building construction exceeds 30-feet (9.144 mm) in height above the lowest level of fire department vehicle access, two temporary or permanent stairways shall be provided. As construction progresses, such stairways shall be extended to within one floor of the highest point of construction having secured decking or flooring.

Section 3313 amended – Standpipes

Section 3313.1, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

3313.1 Where required. In buildings required to have standpipes by Section 905.3.1, not less than one standpipe shall be provided for use during construction. Such standpipe shall be installed prior to construction exceeding 30-feet (9.144 mm) in height above the lowest level of fire department vehicle access. Such standpipe shall be provided with fire department hose connections at approved locations complying with Section 3311.1. As construction progresses, such standpipes shall be extended to within one floor of the highest of construction having secured decking or flooring.

These sections were amended to address the issues related to the increasing number of fires in buildings under construction.

~~Chapter 38 addition – Special Events~~

~~Chapter 38, of the IFC, is hereby added as follows:~~

Chapter 40 addition - Special Events (Chapter Renumbered)

Chapter 40, of the IFC, is hereby added as follows:

CHAPTER 40 SPECIAL EVENTS

SECTION 4001 GENERAL

4001.1 Scope. Special events including trade shows and exhibitions, outdoor assembly events, outdoors mazes, special amusement buildings, and special scaffolding structures shall comply with this chapter and Section 1028. Temporary indoor vehicle displays and vehicle competition or demonstrations shall comply with this chapter and Section 314.

4001.2 Site plans.

A detailed site plan shall be submitted to the fire code official with each permit application for approval.

1. Outdoor events: The permit application and site plan shall be submitted a minimum of 30 business days prior to the event. Site plans shall include, but not be limited to:

1. The means of egress.
2. Location and width of exits and aisles.
3. Location of exit signs.
4. Location of fencing or means used to confine attendees.
5. Total square footage of enclosed space.
6. Location and arrangement of all tents, booths or cooking equipment.
7. Locations of fire apparatus access roads.
8. Location of fire protection equipment.
9. Type and location of heating and electrical equipment where applicable.
10. Location of temporary staffed water stations and permanent water fountains.

2. Trade shows and exhibitions: The permit application and site plan shall be submitted a minimum of 30 business days prior to the event. Site plans shall include, but not be limited to:

1. The means of egress.
2. Location and width of exits and aisles.
3. Location of exit signs.
4. Total square footage of space.
5. Location and arrangement of all booths and cooking equipment.

6. Location of all fire protection equipment.
 7. Type and location of heating and electrical equipment where applicable.
 8. Location of covered or multi-level exhibits or booths.
3. Mazes. The permit application and site plan shall be submitted a minimum of 30 business days prior to the event. Site plans shall include, but not be limited to:
1. Means of egress.
 2. Location and width of exits and aisles.
 3. Location of exit signs.
 4. Total square footage of space.
 5. Location and arrangement of all booths and cooking equipment.
 6. Location of all fire protection equipment.
 7. Location of means to confine attendees.
 8. Locations of *fire apparatus access roads*.
 9. Type and location of heating and electrical equipment where applicable.
 10. Locations of structures.

At time of permit application, the event coordinator shall submit a letter from the property owner authorizing the use of the site, the address of the site, dates and hours of operation and names and 24-hour phone numbers of at least two principals.

4. Temporary indoor vehicle displays: The permit application and site plan shall be submitted a minimum of 10 business days prior to the display of electric, liquid- or gas-fueled vehicles, boats or other motor craft. Floor plans shall include, but not be limited to:
1. The means of egress.
 2. Location and width of exits and aisles.
 3. Location of exit signs.
 4. Total square footage of space.
 5. Location and arrangement of all booths and cooking equipment.
 6. Location of all fire protection equipment.
 7. Type and location of heating and electrical equipment where applicable.
 8. Location and size of exhibits and booths.
 9. Location of structures.

Exception: Auto dealerships.

5. Vehicle competition or demonstration. The permit application and site plan shall be submitted a minimum of 10 business days prior to the competition or

demonstration of electric, liquid- or gas-fueled vehicles, boats or other motor craft. A floor plan shall include, but not be limited to:

1. The means of egress.
2. Location and width of exits and aisles.
3. Location of exit signs.
4. Total square footage of space.
5. Location and arrangement of all booths and cooking equipment.
6. Location of all fire protection equipment.
7. Type and location of heating and electrical equipment where applicable.
8. Location and size of exhibits and booths.
9. Location of structures.
10. Location of *fire apparatus access roads* where applicable.

SECTION 4002 DEFINITIONS

4002.1 Definitions. The following words and terms are defined in Chapter 2.

CROSS AISLES.

EXHIBITS.

FLAME EFFECT.

MAIN AISLE.

MAZE.

OUTDOOR ASSEMBLY EVENT.

TEMPORARY STRUCTURES.

TRADE SHOWS OR EXHIBITIONS.

4003 GENERAL REQUIREMENTS

4003.1 Access for firefighting and medical services. Approved vehicle access for firefighting and medical services shall be provided in accordance with Sections 503 and 512.

4003.2 Combustible storage. Combustible materials stored at special events shall be stored in approved locations and containers.

4003.3 Crowd managers. Crowd managers shall be provided where the fire code official determines that an indoor or outdoor gathering warrants crowd control. Crowd managers shall be in accordance with Section 403.3.

4003.4 Decorative materials and furnishings. Curtains, drapes and decorations including, but is not limited to drapes, signs, banners, acoustical materials, cotton, hay,

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fabric, paper, straw, moss, split bamboo, and wood chips shall be flame resistant as demonstrated by testing in accordance with NFPA 701, or provide documentation of flame retardancy. Field flame test shall be in accordance with Section 320. Materials that cannot be treated for flame retardancy shall not be used unless approved by the fire code official. This includes but is not limited to oilcloth, tarpaper, nylon, plastic cloth, and other plastic materials.

4003.5 Fire protection equipment clearance. Clearance around all fire protection equipment shall be in accordance with Section 901.4.6.

4003.6 Fire extinguishers. Fire extinguishers shall be in accordance with Section 906 and NFPA 10

4003.7 Fire watch. Fire watch shall be in accordance with Section 403.12.1.

4003.8 Fireworks, pyrotechnics. Fireworks and pyrotechnics shall comply with Chapter 56.

4003.9 Housekeeping. The special event area and related areas shall be kept free from combustible debris at all times.

4003.10 LP-gas heaters. Fuel supplies for liquefied-petroleum gas-fired heaters shall comply with Chapter 61 of the International Fire Code.

4003.11 Open flame devices. Open flame devices shall comply with Section 308.

4003.12 Waste disposal. Combustible debris shall not be accumulated at special events. Combustible debris, rubbish and waste material shall be removed from special events at the end of each shift of work. Combustible debris, rubbish and waste material shall not be disposed of by burning on the site unless approved.

SECTION 4004 TRADE SHOWS AND EXHIBITIONS

4004.1 General. Trade shows and exhibitions conducted within any occupancy shall comply with Chapter 38.

4004.2 Vehicles. Liquid- and gas-fueled and electric vehicles, boats or other motorcraft and equipment used for display, competition or demonstration within a building shall be in accordance with Section 314.

4004.3 Means of egress. *Means of egress* shall comply with this section and the requirements of Chapter 10.

4004.3.1 Travel distance. The maximum travel distance from any point in an exhibit to an exit access aisle shall not exceed 50 feet (15240mm).

4004.3.2 Aisles.

4004.3.2.1 Aisle width. Minimum aisle width inside a trade show or exhibition shall comply with the following:

Square Footage of Trade Show or Exhibition	Minimum Aisle Width
Greater than 15,000 square feet (1393m ²)	10 feet (3048mm)
5,000 square feet (465 square meters) to 15,000 square feet (1393m ²)	8 feet (2438mm)
Less than 5,000 square feet (465 m ²)	6 feet (1829mm)

4004.3.3 Obstructions. Aisles shall be kept clear of all obstructions, including but not limited to, fixtures and displays of goods for sale, chairs, tables, product, displays, vehicles, and trailer tongues.

4004.3.4 Exit signs. Exit signs shall be visible from all locations in the occupancy.

4004.4 Exhibit construction and materials. The materials used for an exhibit shall comply with Section 3804.4 and Chapter 8

4004.4.1 Materials. Shall be one of the following:

1. Noncombustible or limited-combustible materials.
2. Wood that is greater than ¼-inch (6mm) nominal thickness
3. Wood ¼-inch (6mm) nominal thickness or less that is pressure-treated fire-retardant wood meeting the requirements of NFPA 703, Standard for Fire Retardant Impregnated Wood and Fire Retardant Coatings for Building Materials. The product shall be marked or labeled by the manufacturer. The product shall not be painted or similarly modified until the material has been inspected and the marking or labeling verified, or provide documentation acceptable to the fire code official.

4004.4.1.1 Flame retardant materials. Materials shall comply with Chapter 8.

4004.4.1.2 Wall and ceiling coverings. Textile wall coverings, such as carpeting and similar products used as wall or ceiling finishes shall comply with Chapter 8.

4004.4.1.3 Plastics. Plastics shall be limited to those that comply with Chapter 8. Plastics used in trade shows and exhibitions with an occupant load of 300 or more shall

be Class A or Class B. Plastics used in trade shows and exhibitions with an occupant load of less than 300, shall be Class A, Class B or Class C.

4004.5 Combustible materials storage

4004.5.1 Quantity. Combustible materials shall be limited to a one-day supply

4004.5.2 Location. Storage of combustible materials behind exhibits, booths, or tents is prohibited. Combustible materials, including but not limited to wood crates, paper and cardboard boxes, shall be stored outside the building in an approved area or in a storeroom having a fire-resistance rating of at least one hour and protected by an approved automatic fire-extinguishing system

4004.6 Covered exhibits and booths.

4004.6.1 Fire Protection.

4004.6.1.1 Automatic sprinkler systems. An approved sprinkler system shall be provided in covered exhibits and booths exceeding 300 square feet (27.87 m²). Each level of multi-level exhibit booths shall be protected throughout, including the uppermost level where the uppermost level is covered with a ceiling.

4004.7 Multi-level booths. Construction documents for all multi-level exhibits shall be approved and stamped by a licensed structural engineer or architect and shall be submitted with the permit application. This includes any exhibit where a live load is proposed above the exhibit area floor level, regardless of the accessibility of the area to the public. Upper levels of multi-level booths with an occupant load greater than 10 persons shall have at least 2 remote exits.

4004.8 Hazardous Materials. Hazardous materials shall comply with this section and Chapters 50 through 67.

4004.8.1 Specific prohibitions. The following hazardous materials shall not be stored, handled or used in trade shows and exhibitions:

1. Division 1.1, 1.2, 1.3, and 1.5 explosives as classified by the U.S. Department of Transportation.
2. Detonable, Class I and Class II organic peroxides.
3. Class I-A flammable liquids.
4. Class 4 and Class 3 oxidizers.
5. Class 4 and Class 3 (unstable) reactive materials.
6. Class 3 water-reactive materials.

7. Pyrophoric materials.
8. Highly toxic materials
9. Toxic gases.
10. Fueling or defueling of flammable or combustible that are stored or used as liquids, cryogenics or compressed gases.

4004.9 Demonstration cooking and warming equipment or devices.

4004.9.1 General. Cooking and warming devices for demonstration purposes only shall be in accordance with Section 3804.9.

4004.9.2 Public Isolation. Equipment and devices shall be isolated from the public by not less than 4 feet (1219 mm) or by a noncombustible 3-sided barrier between the equipment and devices and the public.

4004.9.3 Protection. Single-well cooking equipment using combustible oils or solids shall meet the following:

1. A noncombustible lid shall be immediately available. The lid shall be of sufficient size to cover the cooking well completely.
2. The cooking surface shall not exceed 288 square inches (1858 cm²).
3. The equipment shall be placed on a noncombustible surface.
4. The equipment shall be separated from each other by a horizontal distance of not less than 2 feet (609mm).

4004.9.4 Cooking equipment shall be separated from combustible materials by a horizontal distance of at least 2 feet (609mm).

4004.9.5 Butane. Butane for cooking equipment shall be limited to one 10 oz cylinder and one spare in storage, of the same size, per appliance. Storage location shall be approved by the fire code official.

4004.9.5.1 Portable butane-fueled appliances. Portable butane-fueled appliances are allowed in restaurants and in attended commercial food catering operations where fueled by not more than two 10 oz (284g) LP-gas capacity, nonrefillable butane containers that have a water capacity not exceeding 1.08 lb (0.5 kg) per container. The containers shall be directly connected to the appliance, and manifolding of containers is not permitted. Storage of cylinders is limited to 24 containers, with an additional 24 permitted where protected by a 2-hour fire-resistance-rated barrier.

SECTION 4005 OUTDOOR ASSEMBLY EVENTS

4005.1 General. Outdoor assembly events shall be in accordance with this Section 3805 and Chapter 10.

4005.2 Occupant load. The fire code official shall establish an occupant load for the event site.

4005.3 Exits. Exits shall comply with Chapter 10 and be as remote from each other as practical and shall be provided as follows:

Occupant Load	Minimum Number of Exits
1 to 500	2
501 to 1,000	3
1,001 or 1,500	4
each additional 500 persons	36 additional inches of exit width

4005.3.1 Width. The aggregate clear width of exits shall be a minimum of 36 inches wide (914mm) for each 500 persons to be accommodated.

4005.3.2 Signs. Exits shall be identified with signs that read "EXIT". The signs shall be weather-resistant with lettering on a contrasting background. The lettering shall be of sufficient height and brush stroke to be immediately visible from 75 feet (22,860mm). Placement of the exit signs shall be approved by the fire code official.

4005.4 Concession stands, food booths, and retail booths.

4005.4.1 General. Concession stands, food booths and retail booths shall be in accordance with Section 3805.4.

4005.4.1.1 Distances. A minimum of 20 feet (6096mm) shall be provided between every 150 linear feet (45,720mm) of booth space. A minimum of 30 feet (9144mm) shall be provided between booths used for cooking and the vehicles, generators, or any other internal combustion engines. A minimum of 30 feet (9144 mm) shall be provided between booths used for cooking and amusement rides or devices.

4005.4.2 Cooking appliances or devices.

4005.4.2.1 Public isolation. Cooking appliances or devices shall be isolated from the public by not less than 4 feet (1219 mm) or by a non-combustible 3-sided barrier between the equipment and devices and the public.

4005.4.2.2 Protection. Single-well cooking equipment using combustible oils or solids shall meet the following:

1. A noncombustible lid shall be immediately available. The lid shall be of sufficient size to cover the cooking well completely.
2. The cooking surface shall not exceed 288 square inches (18,580mm).
3. The equipment shall be placed on a noncombustible surface.
4. The equipment shall be separated from each other by a horizontal distance of not less than 2 feet (609mm).

4005.4.2.3 Liquefied petroleum gas (LP-gas). LP-gas shall be in accordance with Chapter 61 and NFPA 58.

4005.4.2.3.1 Maximum number and quantity. A maximum of a total aggregate water capacity of 50 gallons (95L) of LP-gas is permitted at one concession stand or booth used for cooking.

4005.4.2.3.2 LP-gas high-pressure cylinder hoses. Hoses shall be designed for a working pressure of 350 PSIG (2413 kPa) with a safety factor of 5 to 1 and shall be continuously marked with LP-GAS, PROPANE, 350 PSI(2413 kPa) WORKING PRESSURE, and the manufacturer's name or trademark. Hose assemblies, after the application of couplings, shall have a design capability of 700 PSIG (4826 kPa). Hose shall not exceed 12 feet (3638 mm) unless approved by the fire code official.

4005.4.2.3.3 LP-gas low-pressure cylinder hoses. Hoses with a working pressure of 5 psig shall be allowed when a fix regulator is set a 5 psi and is connected directly to the LP GAS cylinder. The hose shall not exceed 12 feet (3658 mm) unless approved by the fire code official.

4005.4.3.3 Storage of containers. Containers shall be stored in accordance with Chapter 61.

4005.4.4 Generators / electrical.

The generators shall be installed at least 10 feet (3048mm) from combustible materials, and shall be isolated from the public by physical guard, fence, or enclosure installed at least 3 feet (914mm) away from the internal combustion power source, and be provided with a compliant portable fire extinguisher per Section 906 and NFPA 10.

4005.4.5 Temporary water stations.

When outdoor temperatures are expected to exceed 90oF (35oC), the event sponsor shall provide and maintain a minimum of one staffed water station for each 1,000-projected attendance. The water station shall include adequate water supply, cups, and a means for rapid replenishing of exhausted water. Each water station shall be located as far apart as practicable to allow ease of access for event attendees.

SECTION 4006 MOBILE FOOD VEHICLES

4006.1 General. Mobile food vehicles which are temporarily or permanently stored on a property where food items are processed or prepared and sold to the public shall comply with this section.

Exception: Food peddlers operating a retail food establishment from a vehicle designated to be readily movable in which food is; sold or given away but not composed, compounded, thawed, reheated, cut, cooked, processed or prepared.

4006.2 A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors. Commercial kitchen exhaust hoods shall comply with the requirements of the *International Mechanical Code*.

4006.2.1 Maintenance. Hoods shall be inspected, tested, and maintained in accordance with this code and the *International Mechanical Code*.

4006.2.2 Inspections and tests. Kitchen hood extinguishing systems shall be inspected and tested every six months by a state of Iowa licensed fire protection contractor.

4006.3 Fire extinguishers. Portable fire extinguishers shall be provided within a 30-foot (9144 mm) travel distance of commercial-type cooking equipment. An approved 2A:20B:C rated dry chemical fire extinguisher shall be provided within 30 feet (9144 mm) of any commercial cooking equipment. Additionally, cooking equipment involving solid fuels or vegetable or animal oils and fats shall be protected by a Class K rated portable extinguisher in accordance with Section 904.12.5.1 or 904.12.5.2, as applicable.

4006.4 Liquefied petroleum gas (LP-gas). LP-gas shall be in accordance with Chapter 61 and NFPA 58.

4006.4.1 Maximum number and quantity. A maximum of two LP-gas containers with a total aggregate water capacity of 50 gallons (190 L) is permitted at one mobile food vehicle.

4006.4.2 LP-gas cylinder hoses. Hoses shall be designed for a working pressure of 350 psig (2413 kPa) with a safety factor of 5 to 1 and shall be continuously marked with LP-GAS, PROPANE, 350 PSI WORKING PRESSURE, and the manufacturer's name or trademark. Hose assemblies, after the application of couplings, shall have a design

capability of 700 psig (4826 kPa). Hose assemblies shall be leak tested at the time of installation at not less the operating pressure of the system in which they are installed.

4006.5 Location. Mobile food vehicles shall not be located within 20 feet (6096 mm) of buildings, tents, canopies or membrane structures.

SECTION 4007 SPECIAL AMUSEMENT BUILDINGS

4007.1 General. [B] Special amusement buildings shall be in accordance with this section and Section 411 of the International Building Code.

Exception: Amusement buildings or portions thereof, which are without walls or a roof and are constructed to prevent the accumulation of smoke.

4007.2 Use of combustible decorative materials. Use of combustible decorative materials shall be in accordance with Chapter 8.

4007.3 Assistance. Adult monitors with flashlights shall be available to provide assistance in the event someone becomes lost or disoriented. One adult monitor shall be provided for every 60 persons.

4007.4 Automatic sprinkler system. Special amusement buildings shall be equipped throughout with an automatic sprinkler system in accordance with Chapter 9.

4007.4.1 Temporary special amusement buildings. Where the special amusement building is temporary, the sprinkler water supply shall be of an approved temporary means. The sprinkler piping shall be connected to a temporary water supply having sufficient capacity (flow and pressure) to supply residential or standard quick spray response sprinkler heads at a minimum design density of 0.15 gpm (.57 LPM) per square foot of protected floor area. The design shall be based on flowing the six most hydraulically remote sprinkler heads. Should the temporary amusement building contain less than six heads, the design shall assume that all heads are flowing simultaneously. The temporary water supply may be connected to a domestic water line, a fire line, or temporary on-site storage tank as long as the minimum design densities are met. An indicating type control valve shall be installed in an accessible location between the sprinkler system and the connection to the water supply.

SECTION 4008 MAZES

4008.1 General. Mazes including, but not limited to corn stalk or hedge mazes, shall be in accordance with Section 3808.

4008.1.2 Safe refuge areas. Safe refuge areas shall be established outside of the maze or building and structure, and shall not be closer than 50 feet (15240mm).

4008.1.3 Paths. Paths throughout the maze shall be a minimum of 36 inches (914mm) in width and shall be clear and unobstructed width.

4008.1.4 Separation. A minimum of 20 feet (6096mm) shall be provided between mazes and buildings and structures. The 20-foot (6096mm) clearance shall be free from vegetation and obstructions.

4008.1.5 Means of egress. Each exit shall be a minimum of 6 feet (1828mm) wide.

4008.1.5.1 Travel distance. The maximum travel distance to reach an exit access shall not exceed 75 feet (22,860mm). The travel distance shall be determined by using the maze path.

4008.1.5.2 Number. The travel distance required to reach an exit access shall determine the number of exits required. Locking devices shall remain unlocked on exits when the maze is occupied.

4008.1.5.3 Exit signs. Exit signs shall be provided next to or above each exit. The lettering shall be a minimum of 12 inches (305mm) high with 2-inch (51mm) brushstroke. The signs shall read EXIT with lettering in a color contrasting to the sign's background.

4008.2 Event plans. The following plans shall be submitted to the fire code official.

4008.2.1 General fire safety plan. The plan shall include, but not be limited to procedures that shall be used to prevent over-drying of vegetation throughout the site, documentation of decorative materials flame-retardancy, the maximum number of attendees.

4008.2.2 Security plan. The plan shall document who shall provide security (e.g., off-duty police officers, sheriff's posse, employees). All security personnel shall be provided with a 2-way radio and flashlight.

4008.2.3 Evacuation plans. The plan shall document the responsibilities of all on-site employees. The plan shall also document how attendees will be evacuated, and where they will be evacuated.

4008.2.4 Maze rules. Maze rules shall be posted at maze entrance.

4008.3 Employee responsibilities. Each employee shall be familiar with the evacuation plan and with fire extinguisher locations. Documentation of training shall be provided to the fire code official.

4008.3.1 Guides. An employee shall be responsible for guiding a group of not more than 14 attendees through the maze. Each employee shall be provided with a minimum of one flashlight and two-way radio. The employees shall be responsible for detecting and reporting fire or smoke to a competent person posted at the maze main entrance and begin evacuation procedures.

4008.3.2 Main entrance employee. Each maze shall be manned by an employee at the entrance. The employee shall be capable of communicating with the employees and shall be provided with a cellular telephone. When the main entrance employee receives a report of smoke, fire or injury, the employee shall immediately call 9-1-1.

4008.4 Watering. Corn stalk and hedge mazes shall be provided with sufficient water and at a frequency that prevents the vegetation from becoming dry or brittle. Failure to comply with this provision is an imminent hazard and the fire code official shall issue a stop order.

4008.5 Buildings and structures. When buildings and structures are intended to be occupied by attendees, the building and structure shall comply with Section 3807.

SECTION 4009 COVERED MALL BUILDINGS

4009.1 General. Temporary use of the common pedestrian area within a covered mall building for promotional, Group A, Group E, Group M or similar activities shall be in accordance with Section 3809.

4009.2 General requirements.

4009.2.1 Main aisle width. Main aisles shall be a minimum of 10 feet (3048mm) in width or the minimum required means of egress width, whichever is greater, and shall be maintained in accordance with Chapter 10. Main aisles shall not be obstructed.

4009.2.2 Cross aisle width. Cross aisles shall be a minimum of 15 feet (4572mm) in width or the required means of egress width, whichever is greater, and shall be maintained in accordance with Chapter 10.

4009.2.3 Fueled equipment. Liquid- or gas-fueled, or electric appliances, tools, apparatus, craft or vehicles shall be displayed in a mall in accordance with Section 314.

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LP-gas powered floor maintenance machines may be used when in accordance with Chapter 61.

4009.3 Combustible decorative materials. Combustible decorative materials shall be in accordance with Chapter 8.

Section 5601 addition - General

Section 5601.4, of the IFC, is hereby amended by adding and exception, as follows:

Exception: Persons in charge of fireworks display or pyrotechnic special effect operations may be less than 21 years of age if they possess a valid PGI display fireworks operator certification or equivalent certification approved by the fire code official.

Section 6104 addition and amendment - Location of LP-Gas Containers

Section 6104.2, of the IFC, is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof, the following:

Section 6104.2 Maximum capacity within established limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the installation of liquefied petroleum gas shall be prohibited unless specifically approved by the fire code official, and in that case the aggregate capacity of any one installation shall not exceed a water capacity of 1,000 gallons (3785 L) (see Section 3 of the Sample Legislation for Adoption of the *International Fire Code* on page xxi).

Exception: Containers shall not exceed a water capacity of 20 gallons, must be located outside of the building, and used for cooking purposes only.

Section 6104.3, of the IFC, is hereby amended by inserting a new section, 6104.3.3, as follows:

Section 6104.3.3 LP Gas Containers in Group R Occupancies. LP Gas shall not be stored or used inside of a building.

Adopting Appendix I

Appendix I is being adopted by specific reference as the guideline for Fire Protection Systems - Noncompliant Conditions

CHAPTER 154

FIRE CODE

154.120 New materials, processes or occupancies which require permits. The Building Official and Fire Code Official shall act as a committee to determine and specify, after giving affected persons and opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those enumerated in either the Building Code or Fire Code. The fire code official shall post such list in a conspicuous place in the building department and distribute copies thereof to interested persons.

154.130 Outstanding permits. If a building permit is outstanding on the effective date of this chapter and the fire code adopted by this chapter, the provisions of this chapter and the fire code adopted by this chapter, shall apply to the work authorized by such permit, except to the extent that the fire code official and building official shall determine that the application of such provisions to such work would be unreasonable. The burden shall be upon the holder of such permit to show the unreasonableness of such provisions.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this day of , .

CHAPTER 155

PLUMBING CODE

155.01 Adoption of 2009 2015 Uniform Plumbing Code 155.02 Amendments, Modifications and Deletions

155.01 ADOPTION OF 2009 UNIFORM PLUMBING CODE. Pursuant to published notice and public hearing as required by law, the 2009 **2018** Uniform Plumbing Code and all provisions are hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2009 **2018** Uniform Plumbing Code is on file in the office of the Clerk.

155.02 AMENDMENTS, MODIFICATIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the 2009 **2018** Uniform Plumbing Code are hereby made:

1. ~~Section 20.7 is amended by deleting the schedule of fees and substituting the following therefore: The Council shall, from time to time, by resolution, adopt the schedule of fees which shall be in effect until amended by the Council, and such schedule shall be maintained by the Clerk at City Hall.~~

Delete table

Plumbing Permit Fee Schedule
New Residential \$75.00 base fee per dwelling unit
Residential Remodel/Addition/Miscellaneous \$35.00 base fee
Commercial Itemized
Except as provided by law, where work has been started prior to obtaining a permit, the regular fee therefore may be doubled at the discretion of the Building Official.

Code Section: UPC 407.3

Insert the following language at the end of the Code section:

Tempering devices shall be installed at or as close as possible to the point of use.

Modify Code Section: UPC 408.4

Insert the following Exception.

Exception: In a residential dwelling unit where a 2-inch waste pipe is not accessible, and approval from the Authority Having Jurisdiction has been granted, the waste outlet, fixture tailpiece, trap and trap arm may be 1 ½ inch

when an existing tub is being replaced by a shower sized per Section 408.6(2). This exception only applies where one shower head rated at 2.5 gpm is installed.

Modify Code Section: UPC 409.4

Insert the following language at the end of the Code section:

Tempering devices shall be installed at or as close as possible to the point of use.

Modify Code Section: UPC 410.3

Insert the following language at the end of the Code Section:

Tempering devices shall be installed at or as close as possible to the point of use.

Modify Code Section: UPC 418.3

Insert the following language:

(5) At least one floor drain or receptor approved by the AHJ shall be provided in each room where an automatic water heater is or will be installed and in each mechanical room. When installed in a basement floor, such floor drain shall be at least three inches in diameter. Floor drains in other locations may be no less than two inches in diameter.

Modify Code Section: UPC 608.5

Insert the following language to the end of Code section (2):

relief valve drains material and installation shall meet the manufacture approved temperature and pressure rating of the relief valve.

Modify Code Section: UPC 609.1

Insert the following language at the end of the Code Section:

Building supply yard piping wherever feasible shall be not less than 60 inches below earth cover.

Modify Code Section: UPC 701.2

Insert the following underlined language into the Code Section:

(2) ABS and PVC DWV piping installations shall be installed in accordance with applicable standards referenced in Table 701.2 and Chapter 14 "Firestop Protection." Except for individual single-family dwelling units, materials exposed within ducts or plenums shall have a flamespread index of not more than 25 and a smoke-developed index of not more than 50, where tested in accordance with ASTM E84 or UL 723. ABS and PVC DWV piping may be installed in the vertical position between Cast Iron piping if supported properly and the cast iron does not impose a load on the vertical ABS or PVC piping. These tests shall comply with all requirements of the standards to include the sample size, both for width and length. Plastic pipe shall not be tested filled with water.

Add Code Section: UPC 703.1.1

Insert the following language:

703.1.1 Size of Drainage Piping. The main building drain shall be a minimum 4" diameter.

Modify Code Section: UPC 715.3

Insert the following language at the end of the Code Section:

Compromised piping is determined by the AHJ that would consist of significant cracks, out of alignment piping, missing pieces from piping, and or fittings. If any portion of a bituminous fiber ("Orangeburg") building sewer fails, the Orangeburg sewer shall be replaced in its entirety from the building to the public sanitary sewer with new sewer that fully complies with this Code.

Modify Code Section: UPC 717.1

Replace the last sentence of the Code Section with:

No building sewer shall be smaller than 4" in diameter and or the building drain.

Add Code Section: UPC 718.3.1

Insert the following underlined language to the Code Section:

718.3 Protection from Damage. No building sewer or other drainage piping or part thereof, which is constructed of materials other than those approved for use under or within a building, shall be installed under or within 2 feet (610 mm) of a building or structure, or part thereof, nor less than 1 foot (305 mm) below the surface of the ground. Building sewers less than 42" below grade shall be protected with an engineered system to prevent damage from freezing and frost heave. The provisions of this subsection include structures such as porches and steps, whether covered or uncovered; breezeways; roofed porte cochere; roofed patios; carports; covered walks; covered driveways; and similar structures or appurtenances.

Modify Code Section: UPC 813.1

Insert the following underlined language to the Code Section:

813.1 General. In other than single family dwellings and duplexes, pipes carrying wastewater from swimming pools, wading pools, or hot tubs, including pool drainage, backwash from filters, shall be installed as an indirect waste by an air gap. Where the recirculation pump is used to discharge waste pool water to the drainage system, the pump discharge shall be installed as an indirect waste, with an air gap, to the sanitary sewer.

Modify Code Section: UPC 814.5

Insert the following underlined language to the Code Section:

814.5 Point of Discharge. Air-conditioning condensate waste pipes shall connect indirectly to a properly trapped fixture, floor drain or open sight drain, or except where permitted in Section 814.6, to the drainage system through an air gap or air break to trapped and vented receptors, dry wells, leach pits, sump pump,

surface area (permission must be obtained from the building official for this point of discharge), the tailpiece of plumbing fixtures or indirectly to the building storm sewer through a roof drain. A condensate drain shall be trapped in accordance with the appliance manufacturer's instructions or as approved.

Modify Code Section: UPC 1014.1

Insert the following language at the end of the Code Section:

Notwithstanding provisions of section 1014.1, regulations of Fat Oil and Grease (FOG) and sizing of FOG removal devices where connected to Wastewater Reclamation Authority (WRA) system shall be in accordance with WRA regulations for the regulations of industrial wastewater and commercial wastewater. Grease drainage lines shall be clearly identified by one of the following ways.

1. Stenciled with "Grease Drainage". Letters size shall be 1½" for 2" piping, and 2" for 3" and larger piping. Stenciling shall be applied every 3 feet of piping and labeled at the future stubbed locations.

Or

2. Prior approval of an identification system approved by the AHJ.

Modify Code Section: UPC 1103.1

Insert the following language at the end of the Code Section:

Vertical leader shall be sized based on a 4 inch per hour rainfall.

Modify Code Section: UPC 1103.2

Insert the following language at the end of the Code Section:

Horizontal storm drains shall be sized based on a 4 inch per hour rainfall.

Modify Code Section: UPC 1103.3

Insert the following language at the end of the Code Section:

Gutters shall be sized based on a 4 inch per hour rainfall.

Modify Code Section: UPC 1208.5.3.4

Insert the following language:

1208.5.3.4 Corrugated Stainless Steel. Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section 1211.2. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect ~~XXX X, 2020 July 1,~~ 2017 after its final passage, approval and publication as provided by law.

CHAPTER 156

RESIDENTIAL BUILDING CODE156.01 Adoption of 2015~~18~~

International Residential Code

156.02 Amendments, Modifications
and Deletions

156.03 Plan Approval

156.04 Temporary Permit

156.05 Fee Schedule

156.06 Conflict With State Laws

156.07 Administration and Enforcement

156.01 ADOPTION OF 2015~~18~~ INTERNATIONAL RESIDENTIAL CODE. Pursuant to published notice and public hearing as required by law, the 2015~~18~~ International Residential Code is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2015~~18~~ International Residential Code is on file in the office of the Clerk.

156.02 AMENDMENTS, MODIFICATIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the 2015~~18~~ International Residential Code are hereby made:

Section 4. Delete Section R313; refer to Grimes Ordinance Chapter 154 Fire Code Section 903

~~Section 5. Delete IRC 112 Board of Appeals~~

Section 6. Expiration

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 90 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 90 days after the time the work is commenced.

Section 7. Exterior Walls Exception #1

Accessory structure with an area of 100 square feet or more located less than 10 feet from a dwelling and/or another structure shall be provided with two layers of 5/8" Type X sheetrock or equivalent in throughout the areas of the structure that encroaches the 10 feet.

Modify Code Section: IRC R101.2

Replace with and add the following language:

R101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of the following:

1. Detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of

egress and their accessory structures not more than three stories above grade plane in height.

2. Owner-occupied lodging houses with five or fewer guestrooms.
3. Detached one- and two-family dwellings and townhouses that contain offices of up to 20 percent of the dwelling unit area.
4. Live/work units within detached one- and two-family dwellings and townhouses that comply with the requirements of Section 419 of the International Building Code.
5. Care facilities within detached one- and two-family dwellings and townhouses with eight or fewer persons receiving care who have the ability to respond to emergency situations and evacuate.
6. In-home child care facilities within detached one- and two-family dwellings and townhouses where in-home child care is provided to no more than eight children, and of these eight children no more than six are five years old or younger, no more than four are twenty-four months old or younger, and no more than three are eighteen months old or younger.
7. In-home child care facilities that provide custodial care for 16 or fewer persons in detached one- and two-family dwellings and townhouses that were registered with the State of Iowa Department of Human Services as child development homes and have held such registration continuously in good standing since on or before January 1, 2017.
8. Care facilities within detached one- and two-family dwellings and townhouses that are provided with a residential fire sprinkler system complying with Section P2904 or NFPA 13D with eight or fewer persons receiving care who have impairments that prevent them from responding to emergency situations and evacuating.

Delete 105.5

See Grimes Permit and CO Policy

Insert Definition into Code Section: IRC R202

Add the following language:

CARE FACILITY. A building or structure where care is provided to persons who need some level of assistance or supervision.

Delete Chapter R113 Board of Appeals - Replace with:
City Ordinance Chapter 28 Board of Appeals

Insert Definition into Code Section: IRC R202

Add the following language:

IN-HOME CHILD CARE. A dwelling where care is provided to children by a person other than the child's parent, guardian, or custodian for periods of less than twenty-four hours per day per child on a regular basis.

Modify Table: IRC R302.6

Replace with the following revised table:

TABLE R302.6

DWELLING-GARAGE SEPARATION

SEPARATION	MATERIAL
<i>From the residence and attics</i>	<i>Not less than 5/8-inch Type X gypsum board or equivalent applied to the garage side</i>
<i>From habitable rooms above the garage and structure(s) supporting floor/ceiling assemblies used for separation required by this section</i>	<i>Not less than 5/8-inch Type X gypsum board or equivalent</i>
<i>Garages located less than 5 feet from a dwelling unit on the same lot</i>	<i>Not less than 5/8-inch Type X gypsum board or equivalent applied to the interior side of exterior walls and ceilings within the garage</i>

Delete Code Section: IRC 302.13

Modify Code Section: IRC R303.3

Replace with the following language and exception:

Section R303.3 Bathrooms. Bathrooms shall be provided with a mechanical ventilation system. The minimum ventilation rates shall be 50 cfm for intermittent ventilation or 20 cfm for continuous ventilation. Ventilation air from the space shall be exhausted directly to the outside.

Exception: Toilet rooms containing only a water closet and/or lavatory may be provided with a recirculating fan.

Modify Code Section: IRC R305.1.1 Exception

Replace with the following exception:

Exception: Existing basements not having a height as specified in this section are allowed to be finished with a ceiling height that is not decreased more than the minimal measurement created by applying a finished ceiling of gypsum board or acoustical ceiling tiles.

Modify Code Section: IRC R308.4.2 (Existing exceptions to remain)

Replace with the following language:

Section R308.4.2 Glazing Adjacent To Doors. Glazing in an individual fixed or operable panel adjacent to a door where the nearest vertical edge of the glazing is within a 24-inch (610 mm) arc of either vertical edge of the door in a closed position and where the bottom exposed edge of the glazing is less than 60 inches (1524 mm) above the walking surface shall be considered to be a hazardous location.

Exceptions:

1. Decorative glazing.
2. Where there is an intervening wall or other permanent barrier between the door and the glazing.
3. Where access through the door is to a closet or storage area 3 feet (914 mm) or less in depth. Glazing in this application shall comply with Section R308.4.3.
4. Glazing that is adjacent to the fixed panel of patio doors.

Insert Exception #1 into Code Section: IRC 310.2.2

Add the following language:

Exception

A landing may be provided to meet the maximum sill height of forty-four (44) inches above the floor or landing provided. The landing shall be not less than thirty-six (36) inches wide, not less than twelve (12) inches out from the exterior wall, and not more than twenty-four (24) inches in height. The landing shall be permanently affixed to the floor below or the wall under the window it serves.

Modify Code Section: IRC R310.2.4

Replace with the following language:

Section R310.2.4 Emergency escape windows under decks and porches. Emergency escape and rescue openings installed under decks and porches shall be fully openable and provide a path not less than 36 inches (914mm) in height to a yard or court. Cantilever areas of all construction elements shall be regulated in accordance with this section.

Modify Exception to Code Section: IRC R310.6

Replace with the following language:

Exception: New habitable spaces created in an existing *basement* shall be provided with emergency escape and rescue openings in accordance with Section R310.1.

Modify Exception to Code Section: IRC R311.3.2

Replace with the following language:

Exception: A top landing is not required where a stairway of not more than four risers is located on the exterior side of a door, provided the door does not swing over the stairway.

Insert Exception #3 into Code Section: IRC 311.7.5.1

Add to the following language:

Exception

3. The dimension of the top and bottom riser of a stair may vary up to 1 inch (25.4 mm) from the stairway riser dimension; however, in no case shall the riser height exceed seven and three-quarter inches.

Modify Code Section: IRC R312.1.1

Replace with the following language and add exception:

R312.1.1 Where required. *Guards* shall be provided for those portions of open-sided walking surfaces, including stairs, ramps and landings, driveways, sidewalks, patios, and decks that are located more than 30 inches (762 mm) measured vertically to the floor or *grade* below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Insect screening shall not be considered as a *guard*.

Exception: Portions of retaining wall where the horizontal distance between the edge of the walking surface and the face of the wall is greater than 36-inches.

Delete Code Section: IRC 313.1

Replace with the following language:

313.1 Townhomes automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in *townhouses*.

Exceptions:

1. An automatic residential fire sprinkler system shall not be required where *additions* or *alterations* are made to existing *townhouses* that do not have an automatic residential fire sprinkler system installed.
2. Townhouse structures less than eight thousand (8,000) square feet of floor space.

Delete Code Section: IRC 313.2

Replace with the following language:

313.2 One- and two-family dwelling automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.

Exceptions:

1. An automatic residential fire sprinkler system shall not be required where *additions* or *alterations* are made to existing buildings that are not already provided with an automatic residential fire sprinkler system.
2. One-and two-family dwellings containing less than eight thousand (8,000) square feet of floor space.

Modify Exception #3 to Code Section: IRC R403.1.4.1

Replace with the following exception:

Exception

3. Decks less than 30" above grade and not supported by a dwelling, shall not require footings that extend below the frost line.

Modify Code Section: IRC R404.1

Replace with the following language:

Section R404.1 Concrete and masonry foundation walls. Concrete foundation walls shall be selected and constructed in accordance with the provisions of Section R404.1.3. Masonry foundation walls shall be selected and constructed in accordance with the provisions of Section R404.1.2. If backfill prior to a poured in place floor slab is desired, one of the following methods to provide bottom lateral support shall be completed: (1) a full depth (minimum 1-1/2") nominal 2" x 4" keyway may be formed into the footings to secure the bottom of the foundation wall -or- (2) 36" long vertical # 4 rebar may be embedded a minimum of 6" into the footings not to exceed 7' on center spacing.

Add Code Section: IRC R404.1.3.2.3

Insert the following language and Table:

R404.1.3.2.3 Foundation Walls for Conventional Light Frame Wood Construction. Concrete and masonry foundation walls shall be permitted to be designed in accordance with the following Table 'Foundation Walls for Conventional Light Frame Construction' may be used: **Table 404.1.3.2.3 Foundation wall for conventional light frame wood construction**

Height of Foundation Wall (Net measured from top of basement slab to top of foundation wall)*		Thickness of Foundation Walls		Reinforcement type and placement within Foundation Wall**	Reinforcement type and placement within Foundation Wall** (maximum 12' span between corners and supporting cross walls.)	Type of Mortar
		<u>Unit</u>				
<u>Gross</u>	<u>Net</u>	<u>Concrete</u>	<u>Masonry</u>	<u>Concrete</u>	<u>Masonry</u>	Masonry
<u>8</u>	<u>7' 8"</u>	<u>7 ½"</u>	<u>8"</u>	<u>½"</u> horizontal bars, placement in the middle, and near the top & bottom – ½" bars @ 6' max. vertically	0.075 square inch bar 8' o.c. vertically in fully grouted cells. If block is 12" nominal thickness, may be unreinforced.	Type M or S. Grout & Mortar shall meet provisions of Chapter 21 IBC
<u>9</u>	<u>8' 8"</u>	<u>8"</u>	<u>See Chapter 18 IBC</u>	<u>½"</u> bars 2' o.c. horizontally & 20" vertically o.c.	See Chapter 18 IBC	Same as above
<u>10</u>	<u>9' 8"</u>	<u>8"</u>	<u>See Chapter 18 IBC</u>	<u>(5/8"</u> bars 2' o.c. horizontally & 30" vertically o.c.)	See Chapter 18 IBC	Same as above

*Concrete floor slab to be nominal 4". If such floor slab is not provided prior to backfill, provide 1) 36" vertical #4 rebar embedded in the footing @ maximum 7' O.C. spacing -and/or- 2) full depth nominal 2" depth x 4" width keyway in footing

** All reinforcement bars shall meet ASTM A6175 grade 40 minimum and be deformed. Placement of bars shall be in center of wall and meet the provisions of chapters 18, 19, and 21 of the International Building Code.

NOTE: Cast in place concrete shall have a compressive strength of 3,000 lbs @ 28 days. Footings shall contain continuous reinforcement of minimum 2 – ½" diameter rebar throughout. Placement of reinforcement and concrete shall meet the requirements of Chapter 19 of the International Building Code.

NOTE: Material used for backfilling shall be carefully placed granular soil of average or high permeability and shall be drained with an approved drainage system as prescribed in Section 1805.4 of the International Building Code. Where soils containing a high percentage of clay, fine silt or similar materials of low permeability or expansive soils are encountered or where backfill materials are not drained or an unusually high surcharge is to be placed adjacent to the wall, a specially designed wall shall be required.

Note: Foundation plate or sill anchorage shall be installed in accordance with the respective codes as applicable.

Add Code Section: IRC R506.2.4

Insert the following language and Exception:

Section R506.2.4. Reinforcement Support. Where provided in slabs-on-ground, reinforcement shall be supported to remain in place from the center to upper one-third of the slab for the duration of the concrete placement.

Exception: Non-structural slabs

Add Code Section: IRC R1305.1.1.1

Insert the following language:

M1305.1.1.1 Appliances in Closets, Alcoves, or similar compartments. Appliances installed within a closet, alcove or compartment, such space shall measure no less than 30 inches wide and the opening into such space shall also be no less than 30 inches wide.

Modify Code Section: IRC M1502.4.2

Replace with the following language and exception:

M1502.4.2 Duct installation. Exhaust ducts shall be supported at intervals not to exceed 4 feet, (3658 mm) and shall be secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints shall be sealed in accordance with Section M1601.4.1 and shall be mechanically fastened. Ducts shall not be joined with screws or similar fasteners. Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall be of sufficient size to allow the installation of the duct, without changing the configuration of the duct.

Exception: Dryer duct sections that are longer than 4 feet shall be supported minimally every 6 feet.

Add additional item to Code Section: IRC M1601.3

Insert the following language:

5. The use of air-inflated/encapsulated duct wrap to achieve required R-values shall be prohibited.

Add additional item to Code Section: IRC M1602.3

Insert the following language:

4. Return air openings shall be a minimum four (4) feet measured in any direction from Supply Air Diffusers.

Delete Code Section: IRC G2414.5.3 (403.5.4)

Replace with the following language:

G2414.5.3 (403.5.4): Corrugated Stainless Steel Tubing.

Arc resistant corrugated stainless steel tubing shall be listed in accordance with ANSI LC 1 (Optional Section 5.16)/CSA 6.26.

Steel Tubing.

Arc resistant corrugated stainless steel tubing shall be listed in accordance with ANSI LC 1 (Optional Section 5.16)/CSA 6.26.

Delete Code Section: IRC G2415.5.2 (404.2)

Replace with the following language:

G2415.2 (404.2) CSST.

Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section G2411. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

Add Code Section: IRC E3704.7.1

Insert the following language:

3704.7 Prohibited Locations. Feeders supplying a Townhome shall not cross a property line other than the individual unit served. For the purposes of this provision, the term Townhome shall mean a single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on not less than two sides.

~~Insert Code Section: IRC 1601.4.11~~

~~Insert the following language:~~

~~Section 1601.4.11. Air plenum and duct separation. Air plenums and ducts located in floor and wall cavities shall be separated from unconditioned spaces by construction with sufficient insulation to meet energy code requirements. These areas include but are not limited to exterior walls, cantilevered floors, and floors above garages.~~

1. Section ~~3109.4.1 – 3109.4.3~~ **326.1 – 326.12** is hereby instated with the following amendments:
 - A. Swimming Pools. No person shall maintain or use a swimming pool unless it conforms to the requirements of this chapter, and in the event that any swimming pool is found not to comply with the terms of this chapter, it shall constitute a nuisance within the definition of Chapter 50 of this Code of Ordinances and the City may invoke remedies and penalties provided in said chapter. This section provided for construction regulations and permit fees with regard to swimming pools.
 - B. The definition of a swimming pool shall be: SWIMMING POOLS. Any structure intended for swimming, recreational bathing or wading that has the capacity of containing water over 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground pools; hot tubs; spas and fixed-in-place wading pools.
 - C. Permit Required. No person shall construct or any alteration, addition, remodeling or other improvements to a swimming pool without a permit therefore. Swimming pools shall be maintained in accordance with the provisions of this chapter.
 - D. Application. A person seeking a permit shall make an application to the Clerk **the Development Services Department** for such permit. The plans and specifications and plot plan, as well as other pertinent explanatory data, shall be submitted with each application.

E. Issuance of Permit. If the plans and specifications and plot plans meet the requirements of this chapter, a permit fee as specified in chapter xx of ~~\$15.00 for an above ground pool, three (3) feet or less in height, or a fee of \$50.00 for all other types of pools,~~ **shall be paid to the Development Services Department.** Clerk.

F. Design Requirements. The materials used in lining swimming pools shall be light in color, impervious to water, and provide a tight tank with smooth and easily cleaned surfaces. Sand or dirt bottoms are prohibited.

G. Plumbing. All cross connections between the City water supply or the sewer system in the plumbing of a swimming pool shall be constructed in accordance with the ~~2015~~ **2018** Uniform Plumbing Code.

H. Electrical. All electrical construction shall be installed in accordance with the current National Electric Code.

I. This Ordinance shall apply to all existing and new swimming pools. All existing swimming pools shall comply within fourteen (14) days of the effective date of this ordinance.

(For reference the IBC states the following:

~~3109.4 Residential swimming pools.~~

~~Residential swimming pools shall comply with sections 3109.4.1 through 3109.4.3.~~

~~Exception: A swimming pool with a power safety cover or a spa with a safety cover complying with ASTM F 1346.~~

~~3109.4.1 Barrier height and clearances.~~

~~The top of the barrier shall be at least 48 inches (1219 mm) above grade measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches (51mm) measured on the side of the barrier that faces away from the swimming pool. Where the top of the pool structure is above grade, the barrier is authorized to be at ground level or mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches (102 mm).~~

~~3109.4.1.1 Openings.~~

~~Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.~~

~~3109.4.1.2 Solid barrier surfaces.~~

~~Solid barriers which do not have openings shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.~~

~~3109.4.1.3 Closely spaced horizontal members.~~

~~Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not exceed 1.75 inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.~~

~~3109.4.1.4 Widely spaced horizontal members.~~

~~Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.~~

~~3109.4.1.5 Chain link dimensions.~~

~~Maximum mesh size for chain link fences shall be a 2.25 inch square (57 mm square) unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to no more than 1.75 inches (44 mm).~~

~~3109.4.1.6 Diagonal members.~~

~~Where the barrier is composed of diagonal members, the maximum opening formed by the diagonal members shall be no more than 1.75 inches (44 mm).~~

~~3109.4.1.7 Gates.~~

~~Access gates shall comply with the requirements of Sections 3109.4.1.1 through 3109.4.1.6 and shall be equipped with a locking device.~~

~~Pedestrian access gates shall open outward away from the pool and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches (1372 mm) from the bottom of the gate, the release mechanism shall be located on the pool side of the gate at least 3 inches (76 mm) below the top of the gate, and the gate and barrier shall have no opening greater than 0.5 inch (12.7mm) within 18 inches (457mm) of the release mechanism.~~

~~3109.4.1.8 Dwelling wall as a barrier.~~

~~Where a wall of a dwelling serves as part of the barrier, one of the following shall apply:~~

~~1. Doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and its screen are opened. The alarm shall sound continuously for a minimum of 30 seconds immediately after the door is opened and be capable of being heard throughout the house during normal household activities. The alarm shall automatically reset under all conditions. The alarm shall be equipped with a manual means to temporarily deactivate the alarm for a single opening. Such deactivation shall last no more than 15 seconds. The deactivation switch shall be located at least 54 inches (1372 mm) above the threshold of the door.~~

~~2. The pool shall be equipped with a power safety cover which complies with ASTM F 1346.~~

~~3. Other means of protection, such as self-closing doors with self-latching devices, which are approved by the administrative authority, shall be accepted so long as the degree of protection afforded is not less than the protection afforded by Section 3109.4.1.8, Item 1 or 2.~~

~~3109.4.1.9 Pool structure as barrier.~~

~~Where an aboveground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then the ladder or steps either shall be capable of being secured, locked or removed to prevent access, or the ladder or steps shall be surrounded by a barrier which meets the requirements of Sections 3109.4.1.1 through 3109.4.1.8. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch-diameter (102 mm) sphere.~~

326.1 General. The provisions of this section shall apply to the design of barriers for pools and spas. These design controls are intended to provide protection against the potential drowning and near drowning by restricting access to such pools or spas. These requirements provide an integrated level of protection against potential drowning through the use of physical barriers and warning devices restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 326.3 through 326.12.

Exceptions:

1. Spas and hot tubs with a lockable safety cover that complies with ASTM F 1346.
2. Swimming pools with a powered safety cover that complies with ASTM F 1346.

326.2 Outdoor swimming pools and spas. Outdoor pools and spas and indoor swimming pools shall be surrounded by a barrier that complies with Sections 326.3 through 3109.12.

326.3 Barrier height and clearances. Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall be not less than 48 inches (1219 mm) above grade where measured on the side of the barrier that faces away from the pool or spa.
2. Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the pool or spa structure. Where the barrier is mounted on the top of the pool or spa, the vertical clearance between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).

326.4 Openings. Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.

326.5 Closely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the pool or spa side of the fence. Spacing between vertical members shall not exceed 13/ 4 inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 13/ 4 inches (44 mm) in width.

326.6 Widely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, the interior width of the cutouts shall not exceed 13/ 4 inches (44 mm).

326.7 Chain link dimensions. The maximum opening formed by a chain link fence shall be not more than 13/ 4 inches (44 mm). Where the fence is provided with slats fastened at the top and bottom which that reduce the openings, such openings shall be not more greater than 13/ 4 inches (44 mm).

326.8 Gates. Access gates shall comply with the requirements of Sections 326.9 through 326.12 and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool or spa, shall be self-closing and shall have a self-latching device.

326.9 Utility or service gates. Gates not intended for pedestrian use, such as utility or service gates, shall remain locked when not in use.

326.10 Double or multiple gates. Double gates or multiple gates shall have at least not fewer than one leaf secured in place and the adjacent leaf shall be secured with a self-latching device. The gate and barrier shall not have openings larger than 1/ 2 inch (12.7 mm) within 18 inches (457 mm) of the latch release mechanism.

326.11 Onground residential pool structure as a barrier. An onground residential pool wall structure or a barrier mounted on top of an onground residential pool wall structure shall serve as a barrier where all of the following conditions are present:

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, the wall complies with the requirements of Section 326.3 and the pool manufacturer allows the wall to serve as a barrier.
2. Ladders or steps used as means of access to the pool are capable of being secured, locked or removed to prevent access except where the ladder or steps are surrounded by a barrier that meets the requirements of Section 3110.
3. Openings created by the securing, locking or removal of ladders and steps do not allow the passage of a 4-inch (102 mm) diameter sphere.
4. Barriers that are mounted on top of onground residential pool walls are installed in accordance with the pool manufacturer's instructions.

~~3109.4.3~~ **326.12 Prohibited locations.**

Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers.→

~~2. FENCE~~

~~Definitions: The following Construction terms are defined for use in this chapter only:~~

- ~~1. "Fence" means a freestanding structure over thirty-five (35) inches in height and shall be designed to restrict or prevent movement across a boundary.~~

- ~~2. "Fence, decorative" means a freestanding structure less than thirty-five (35) inches in height used to enhance the appearance of a property, garden or other landscaping and is not designed to restrict or prevent movement across a boundary~~
- ~~3. "Lot, Corner" means a lot adjacent to two (2) or more streets at their intersection.~~
- ~~4. "Lot, double frontage" means a lot having frontage on two (2) non-intersecting streets.~~
- ~~5. "Lot, triple frontage" means a lot having a frontage on three (3) intersecting streets.~~
- ~~6. "Yard, front" means the area from the public right-of-way to the front setback of the residence or building exclusive of any porches and is located where the primary entrance of the structure is facing. If ambiguous circumstances exist the front yard may be defined at the City Administrator's/designee's discretion.~~
- ~~7. "Yard, side" means a yard extending from the front yard to the rear yard and measured between the side lot lines and the nearest building.~~
- ~~8. "Yard, rear" means a yard extending across the full width of the lot and measured between the rear lot line and the building or any projections other than steps, unenclosed balconies or unenclosed porches. On corner lots, double frontage lots, triple frontage lots and interior lots, the rear yard is the yard opposite of the front yard.~~

~~Construction. No fence may be constructed within the City unless the following requirements are met:~~

- ~~A. Building Permit Required. The plans for the proposed fence must be submitted to the City Building Official along with a building permit application and a fifteen dollar (\$15.00) fee must be paid upon issuance of the building permit to construct the fence.~~
- ~~B. The fence must be constructed such that the finished side of the fence is facing the street or adjacent yard.~~

- ~~C. Fence constructed on side yards adjacent to street frontage — the fence may be constructed no closer to the side yard property line than the height of the fence itself.~~
- ~~D. Fence construction on side yards that are not adjacent to street frontage — the fence may be constructed on the side yard property line.~~
- ~~E. Fence construction in front yards — no fence may be constructed in a front yard~~
- ~~F. F. Fence construction in rear yards on double or triple frontage lots — fences may be constructed no closer than ten (10) feet from the rear yard property line.~~
- ~~G. Fence construction in rear yards on all lots other than double or triple frontage lots — fences may be constructed on the rear yard property line.~~
- ~~H. Fences constructed along trails or sidewalks. Fences that border trails or sidewalks must be constructed with a minimum setback of 10 feet. Fences that border trails or sidewalks that run in between two properties must be constructed with a minimum setback of 3 feet.~~
- ~~I. Portions of this ordinance may be waived due to extenuating circumstances upon presentation to and approval by the City Council.~~
- ~~J. Fences may not be installed anywhere within a forty (40) foot vision triangle.~~
- ~~K. Fences constructed on commercial or industrial zoned property — no fence shall be added to an existing site plan without submitting a revised site plan showing the new fence has been approved per Grimes Code of Ordinances.~~
- ~~L. Fence height — shall not exceed six (6) feet tall unless approved by the Grimes City Council and/or used in commercial or industrial zones.~~
- ~~M. Barbed Wire and Electric fences — shall not be allowed to enclose land within without the consent of the City Council unless such land consists of ten (10) or more acres and is used as agricultural land.~~
- ~~N. Fences are to be constructed of customarily used materials such as chain-link, welded wire mesh, wrought iron, aluminum, wood, polyvinyl chloride (PVC), ornamental woven wire or other similar materials. Fences shall be~~

~~firmly connected to posts sunk in the soil at least two feet or more as necessary to properly support the fence. Any fence considered by the Building Administrator or his/her designee, to not be a standard or customarily styled or construction fence is prohibited.~~

~~The use of materials such as sheet metal, chicken wire, temporary construction fencing, snow fencing, woven wire commonly used for the penning of livestock or other animals 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; bamboo; reed; plywood sheeting. Chain link or woven wire type fences shall not include plastic or wood slats or strips, bamboo, or reed. Wood fences shall be constructed of treated lumber, cedar, redwood, or similar types of wood that are resistant to decay. All fences must be of an earth tone, neutral, or natural color such as white, black, gray (silver), tan, brown, or green. Bright or fluorescent colors are not permitted. Pictures, images, lettering, logos, graphics, or artwork are not permitted on fences.~~

~~An exception may be approved by the Building Administrator, or his/her designee, for 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.~~

- ~~1. Walls are to be constructed of brick, stone, textured concrete, precast concrete, tile block, etc. Walls constructed of weather resistant wood or manufactured substitutes may be used if brick or stone columns are incorporated and spaced no more than twenty feet (20') on center.~~
- ~~2. 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, unless specified otherwise herein.~~
- ~~3. 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 Building Administrator, or his/her designee, 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.~~

156.04 TEMPORARY PERMIT. The Building **Administrator** ~~Inspector~~ or **Building Division Representative** may approve the construction of part of a building or

structure and shall endorse upon the plans and specifications for such part such approval before the entire plans and specifications for the whole building or structure have been submitted and approved, provided adequate information and detailed statements have been filed, complying with the pertinent requirements of this Code. Upon approval of the plans and specifications the Clerk shall issue a temporary permit, and the holder of such permit shall proceed at his or her own risk without assurance that the permit for the entire building or structure shall be granted.

~~156.05 FEE SCHEDULE. Building permits. A fee for each building permit shall be paid to the City Clerk as set forth in the fee schedule entitled "Building Permit Fees," as adopted by the City Council by resolution from time to time. If construction on the building project has either commenced or finished prior to the time that the building permit application is submitted, the Clerk shall charge a fee which is double that set forth in the "Building Permit Fees" schedule.~~

FEES:

~~———— \$1.00 to \$500.00 — Fee is \$22.00~~

~~\$501.00 to \$2000.00 — Fee is \$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2000.00.~~

~~\$2,001.00 to \$50,000.00 — Fee is \$63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00.~~

~~\$25,001.00 to \$50,000.00 — Fee is \$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.~~

~~\$50,001.00 to \$100,000.00 — Fee is \$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.~~

~~\$100,001.00 to \$500,000.00 — Fee is \$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.~~

~~\$500,001.00 to \$1,000,000.00 — Fee is \$2,855.00 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.~~

~~\$1,000,001 and up — Fee is \$4,955.00 for the first 1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof.~~

~~Other Inspection Costs:~~

~~Inspections requested of the Building Inspector after normal business hours shall be paid according to Grimes Code of Ordinances Chapter 8 and shall be \$50.00 per hour with a minimum of 2 hours charged.~~

~~Inspections after normal business hours are subject to availability of personnel.~~

156.06 CONFLICT WITH STATE LAWS. Nothing in this chapter or in the 2015 ~~2018~~ International Residential Code shall be construed to be in conflict with the State laws or State Housing Code. In the event of such conflict, the State laws will prevail.

156.07 ADMINISTRATION AND ENFORCEMENT. This chapter shall be enforced by the Building Official. No building permit or certificate of occupancy shall be issued by the Clerk unless in accordance with the provisions of this chapter.

Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Effective Date. This ordinance shall be in effect January 1, 2021 ~~July 1, 2017~~ after its final passage, approval and publication as provided by law.

CHAPTER 157

MECHANICAL CODE

157.01 Adoption of ~~2015~~ 2018 International Mechanical Code
State Law

157.03 Conflicts with

157.02 Amendments, Modifications and Deletions

157.01 ADOPTION OF ~~2015~~ 2018 INTERNATIONAL MECHANICAL CODE.

Pursuant to published notice and public hearing as required by law, the ~~2015~~ 2018 International Mechanical Code, and all the provisions of the International Mechanical Code Standards, published in the ~~2015~~ 2018 International Mechanical Code are hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the ~~2015~~ 2018 International Mechanical Code is on file in the office of the Clerk.

157.02 AMENDMENTS, MODIFICATIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the ~~2015~~ 2018 International Mechanical Code are hereby made:

1. Delete all references to the "International Fuel Gas Code" and insert in lieu thereof "NFPA 54 and NFPA 58."
2. **Modify Code Section: IMC 304.11**
Remove and Insert the following language to the Exception:
Exception: Guards are not required where permanent fall arrest/restraint anchorage connector device that comply with ANSI/ASSE Z 359.1 are and affixed for the use during the entire lifetime of the roof covering. The devices shall be placed not more than 10 feet (3048 mm) on center along hip and ridge lines and places not less than 10 feet (3048 mm) from the roof edges and the open sides of walking surfaces.
3. **Modify Code Section: IMC 306.1**
Insert the following language at the end of the code section:

An unobstructed level working space at least 30 inches deep and 30 inches wide shall be provided on any side of equipment where service access is required. Code official or designee may approve service space reductions prior to equipment installation, provided manufacturer's instructions are met. (Excluding Suspended Ceiling)
4. **Modify Code Section: IMC 306.5**
Insert the following language at the end of the code section:

If the tenants of a multiple tenant building have, or are allowed to have, mechanical facilities on or which penetrate the roof, then roof access ladders must be provided for use by all such tenants and their agents and contractors in a manner that does not require accessing space under the control of another tenant.

5. Modify Code Section: IMC 306.5

Remove the Exception:

~~Exception: This shall not apply to Group R-3 occupancies.~~

6. Delete Code Section: IMC 307.2.4.1

Replace with the following language:

307.2.4.1 Ductless mini-split system traps: Ductless mini-split equipment that produces condensate shall be installed per manufacturer's instructions.

7. Delete Code Section: IMC 401.2

Replace with the following language:

401.2 Ventilation required. Every occupied space shall be ventilated by mechanical means in accordance with section 403. Where the air infiltration rate in a dwelling is less than 5 air changes per hour when tested with a blower door at a pressure of 0.2 inches of water column in accordance with Section 402.4.1.2 of the energy conservation code, the dwelling shall be ventilated by mechanical means in accordance with Section 403.

8. Delete Code Section: IMC 402.

9. Modify Code Section: IMC 508.1.1

Insert the following language at the end of the code section:

The temperature differential between makeup air and the air in the conditioned space shall not exceed 10°F (6°C) except where the added heating and cooling loads of the makeup air do not exceed the capacity of the HVAC system. All kitchen makeup air shall be tempered.

Exception: An Iowa Registered Mechanical Engineer submits a report to the local jurisdiction verifying the kitchen HVAC system is capable of handling the additional load created by non-tempered make up air.

10. Modify Code Section: IMC 604.3

Insert the following language at the end of the code section:

The use of air-inflated/encapsulated duct wrap to achieve required R-values shall be prohibited.

11. Modify Code Section: IMC 603.1

Insert the following language at the end of the code section:

Air plenums and ducts located in floor and wall cavities shall be separated unconditioned space by construction with insulation to meet energy code requirements. These areas include but are not limited to exterior walls, cantilevered floors, and floors above garages.

12. Modify Code Section: IMC 603.6.1.1

Insert the following language at the end of the code section:

Flexible air ducts shall be designed and installed per manufacturer's installation instructions and requirements.

13. Modify Code Section: IMC 1107.5.4

Insert the following language at the end of the code section:

All press-connect fittings must be listed and labeled for refrigerant piping and installed per manufacturer's instructions.

~~Any person desiring a permit required by this Code shall at the time of filing an application therefore pay a fee as required by the City Council, which Council shall adopt by resolution a schedule of fees to be known as mechanical fees which shall upon adoption by the Council be effective until amended or revoked by a comparable resolution and which is on file in the office of the City Clerk at the City Hall.~~

Mechanical Permit Fee Schedule
New Residential - \$75.00 base fee per dwelling unit
Residential Remodel/Addition/Miscellaneous - \$35.00 base fee
Commercial - Itemized
Except as provided by law, where work has been started prior to obtaining a permit, the regular fee therefore may be doubled at the discretion of the Building Official.

Remove Fee Schedule

157.03 CONFLICTS WITH STATE LAW. Nothing in this chapter or in the International Mechanical Code shall be construed to be in conflict with State law and in the event there is such a conflict, the State law shall prevail.

Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Effective Date. This ordinance shall be in effect XXX X, 2020 ~~July 1, 2017~~ after its final passage, approval and publication as provided by law.

CHAPTER 158

ELECTRICAL CODE

158.01 Purpose; Reliance Upon Chapter
158.02 Interpretation
158.03 Adoption
158.04 Scope
158.05 Application to Moved Buildings

158.06 Deletions, Modifications and Amendments
158.07 Official Copy
158.08 Outstanding Permits
158.09 Governments Exempt
158.10 Conflict With Code

158.01 PURPOSE; RELIANCE UPON CHAPTER. It is the purpose of this chapter to require architects, builders, contractors, property owners, their agents and others, to meet their responsibilities with respect to proper installation, construction, construction techniques and premises safety and to provide for inspections and fees as a means of compelling compliance therewith. It is not the purpose of this chapter to create any duty on the part of the City, its officers, agents or employees, owing to any individual member of the public or to protect any particular or circumscribed class of persons. Specifically, it is not the intent of this chapter to create any duty or liability by the City, its officers, agents or employees, to premises occupants, owners, tenants or any other person. No person shall place reliance upon this chapter, any inspections performed or certificates issued pursuant to this chapter, as indicating the safety of or quality of construction of any particular premises. Neither this chapter nor inspections made pursuant thereto nor certificates issued are intended to assume the duty of any person to adequately construct and maintain a premises or provide a safe premises or to, in any way, indicate a decrease in the risk associated with the use or occupancy of any premises. A certification that a premise has been inspected pursuant to this chapter shall not in any way constitute a warranty or guarantee of the safety or quality of that premises.

158.02 INTERPRETATION. The foregoing statements of legislative intent shall govern and take precedence over any other language contained in this chapter or the *National Electrical Code* adopted in this chapter.

158.03 ADOPTION. The *National Electrical Code*, ~~2014~~ 2017 Edition, published by the National Fire Protection Association, except those provisions thereof which are hereinafter deleted, modified or amended, is adopted as and shall constitute the "Electrical Code of the City of Grimes, Iowa" to regulate the practice and materials used in the installation, maintenance, extension and alteration of all wiring, fixtures, appliances and appurtenances in connection with various electrical systems in the City. The same is, by this reference, incorporated in this chapter as fully and completely as if set forth in full in this chapter. The use of the term "*National*

Electrical Code” in this chapter shall be interpreted to refer to the *National Electrical Code*, Current Edition.

158.04 SCOPE. The provisions of this chapter shall apply to:

- ~~1.~~ The electrical conductors, equipment and materials installed within or on public and private buildings and other premises;
- ~~2.~~ The conductors that connect the installation to a supply of electricity and other outside conductors on the premises;

Additions to, alterations of and repairs to existing electrical equipment covered by this chapter shall comply with its provisions. When such additions, alterations or repairs are made, the Electrical Inspector may order other reasonable additions or alterations in a building or structure or on premises, when a danger to life or property may result if such other additions or alterations are not made. Installations which were in compliance with this chapter in existence at the time such installations were made shall be presumed to be safe and proper, which presumption may be rebutted by evidence that the installation may be dangerous to life or property. If the classification of a building has been changed due to a change in occupancy, the wiring in the entire building shall comply with all the electrical standards applicable to the new classification. If the occupancy of a building has been changed to a mixed occupancy, each occupancy shall comply with its own particular classification and shall be wired in compliance with the electrical standards of its particular classification.

158.05 APPLICATION TO MOVED BUILDINGS. Buildings or structures moved into or within the City shall comply with the provisions of this chapter for new buildings or structures.

158.06 DELETIONS, MODIFICATIONS AND AMENDMENTS. The following deletions, modifications and/or amendments are made to the *National Electrical Code*, ~~2014~~ **2017** Edition:

- 1. Chapter 1 General is modified by adding a new article thereto after Article 110 as follows:

Article 120
Permits and Registration

Table 120.1

Remove Fee Table

Electrical Permit Fee Schedule
New Residential - \$75.00 base fee per dwelling unit
Residential Remodel/Addition/Miscellaneous - \$35.00 base fee
Commercial - Itemized

Except as provided by law, where work has been started prior to obtaining a permit, the regular fee therefore may be doubled at the discretion of the Building Official.
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120.1 Homeowners may apply for a permit when performing work on their own primary or non-rental/non-commercial property. Homeowner must pass a written exam prior to commencement of work and approval of permit, such exam shall be written and administered by the Building Official. **This permit is valid during the code cycle the test was passed under.**

120.2 Electrical Contractor's Registration. No person shall engage in the activity, or represent themselves to the public as engaging in the activity of installing, altering, maintaining or repairing any electrical equipment within the scope of this subchapter unless they have first registered with the City their State Electrical Contractor's License and those parties responsible for obtaining permits. Nothing contained in this section shall be deemed to exclude the performance of maintenance or sign wiring work by electrical contractors. The provisions of this section shall not apply to nor be deemed to include, the electrical work of a public utility, telephone, telegraph or railroad company where such electrical work is an integral part of the plant used by such companies in rendering its duly authorized service to the public.

~~2. Add the following exceptions to section 210.8, paragraph (A), subparagraph (2):~~

- ~~a. Exception No. 1 to (2): Receptacles that are not readily accessible.~~
- ~~b. Exception No. 2 to (2): A single receptacle or a duplex receptacle for two appliances located within dedicated space for each appliance that, in normal use, is not easily moved from one place to another and that is cord and plug connected in accordance with 400.7(A)(6), (A)(7), or (A)(8).~~

- ~~e. Receptacles installed under the exceptions to 210.8(A)(2) shall not be considered as meeting the requirements of 210.52(G).~~
- ~~3. Add the following exceptions to section 210.8, paragraph (A), subparagraph (5):~~
 - ~~a. Exception No. 2 to (5): Receptacles that are not readily accessible.~~
 - ~~b. Exception No. 3 to (5): A single receptacle or a duplex receptacle for two appliances located within dedicated space for each appliance that, in normal use, is not easily moved from one place to another and that is cord and plug connected in accordance with 400.7(A)(6), (A)(7), or (A)(8).~~
 - ~~c. Receptacles installed under the exceptions to 210.8(A)(5) shall not be considered as meeting the requirements of 210.52(G).~~

~~4.~~ **120.3** Permits are not transferable. Electrical work performed under the provisions of this chapter must be done by a contractor meeting the licensing provisions as set forth by the Iowa Electrical Examining Board in accordance with Iowa Code Chapter 103. A responsible person or an electrician licensed by the State of Iowa Electrical Examining Board as a "Master A or B" may sign and obtain a permit for the contractor for which they are employed only when said responsible person or "Master A or B" has provided proof of employment or written confirmation by said licensed contractor. Any permit required by the provisions of this code may be revoked by the Building Official upon the violation of any provision of this code.

~~5.~~ **120.4** A State of Iowa licensed Electrical Contractor or Residential Contractor shall be allowed only to secure permits for himself or herself, or for a single firm or corporation. When a State of Iowa licensed electrical contractor has secured such a permit, only the employees of such contractor when meeting the provisions of Iowa Code Chapter 103 shall perform the work for which the permit was obtained.

Add Code Section and Exception: NEC 215.13.1 Townhomes not to be supplied through another.

NEC 215.13 Prohibited Locations. Feeders supplying townhomes shall not extend through any townhome unit other than the unit served. For the purposes of this provision, the term townhome shall mean a single-family dwelling unit constructed in a group of two or more

attached units in which each unit extends from foundation to roof and with a yard or public way on not less than two sides.

Exception: If a recorded easement is established in a concealed space or attic within a townhome unit, feeders are allowed within that easement.

Justification *

Feeders run through someone else's property are subject to tampering and an easement agreement may be necessary to obtain access to such piping. Townhouses are separated by property lines and feeders should not cross property lines. If a townhouse unit burns down, any feeders that extended through it to serve adjacent units will be destroyed resulting in a loss of service to the adjacent units. If a failure of the feeder occurs necessitating replacement, it is not possible to replace it without significantly disturbing other units. The right of entry into adjacent units is not guaranteed as they are private property. The NEC already has provisions (230.3) which prohibiting the service conductors from passing through another unit. The International Fuel Gas Code prohibits gas lines from passing through adjacent townhouses (404.3) The reasoning given at the IFGC code hearings is similar to the reasoning being suggested here. The definition included on the proposed language seeks to clarify this is limited to residential units only, as does not apply to condo's or apartments which are typically built on a single lot. The Building Official always maintain the right to accept alternate means and methods such as a recorded easement agreement.

158.07 OFFICIAL COPY. An official copy of the electrical code, as adopted by this chapter, including the certificate of the Clerk as to its adoption and effective date, is on file in the office of the Clerk.

158.08 OUTSTANDING PERMITS. If an electrical permit is outstanding, the provisions of this chapter and the electrical code adopted hereby shall apply to work authorized by such permit, except to the extent that the electrical inspector shall determine that the application of such provisions to such work would be unreasonable. The burden shall be upon the holder of such permit to show the unreasonableness of such provisions.

158.09 GOVERNMENTS EXEMPT. The provisions of this code shall not apply to the United States of America and the State of Iowa or any of their agencies.

158.10 CONFLICT WITH CODE. The words and numbers used in this chapter shall prevail if and when there is a variance in the words and numbers used in this chapter and in the *National Electrical Code*, adopted in this chapter.

Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Effective Date. This ordinance shall be in effect XXX X, 2020 after its final passage, approval and publication as provided by law.



Development Services
410 SE Main Street, Suite 102
Grimes, IA 50111
Phone (515) 986-4050
Fax (515) 986-4480
www.grimesiowa.gov

Policy

Commercial As Built Submittal Requirements:

General: Submittal shall include an electronic copy of As-Built drawing in AutoCAD and PDF format and provide Shapefiles for all exterior utilities. Submittals shall include CAD files with the most current version of AutoCAD. As-built drawings should be prepared from the approved construction plans and include any field modification or other changes to the approved construction plan. Changes from the approved plan shall be struck through and as-built information inserted adjacent to it.

Provide As-Built Calculation for all impervious surface areas (for incorporation into the storm water utility)

The following information shall be shown for all waterlines:

Note length, size and material of all lines as installed.

Show all fire hydrants, valves, curb stops, vaults and pits, services, etc.

Show the location of all water line bends, tees, couplings, crossings, etc.

The following information shall be shown for all sanitary sewer lines:

Note length, size, slope and material of all lines as installed. Show all manholes, intakes, clean outs, traps/separators, service lines, etc. Label the type, locations, rim and invert elevations with flowline direction (N, S, E, W, etc.)

The following information shall be shown for all storm sewer lines:

For all inlets, manholes, drop structures and other misc. structures show type, location, rim and invert elevations with referenced benchmarks.

For all storm lines show plan and profile with pipe size, material, slope, rims and all incoming and outgoing pipes with inverts.

The following information shall be shown for grading:

Provide point elevations for the low spot at each location where an overland flowage easement crosses a property line and the midpoint location across each lot. The grade between shots should also be labeled (2% min.). Measurements identifying the distance from the spot elevation to the nearest property line should also be indicated on the plans where the elevation is not on the property line. Intersection details to show as-built elevations and slope of all sidewalk ramps and design engineer to provide certification that all ramps meet ADA and PROWAG requirements.

The following information shall be shown for Detention and drainage swale areas:

As-built plans of all storm water management facilities on site and a certification statement signed by the facility designer indicating that facilities were constructed as designed.

AS BUILT ORDINANCE ADD

160.xx **As-builts.** Commercial Projects shall submit a final grade as-built, signed and sealed by an Iowa registered professional engineer or professional land surveyor, to Development Services for review prior to the issuance of a certificate of occupancy. The “as built” shall be submitted as detailed per the City of Grimes “As Built” policy.

CHAPTER 160

BUILDING CODE

160.01 Adoption of 2015 2018 International Building Code	160.04 Temporary Permit
160.02 Amendments, Modifications and Deletions	160.05 Fee Schedule
1. Fences	160.06 Conflict with State Laws
	160.07 Administration and Enforcement
160.03 Plan Approval	160.08 Climate and Geographical Criteria

160.01 ADOPTION OF ~~2015~~ 2018 INTERNATIONAL BUILDING CODE. Pursuant to published notice and public hearing as required by law, ~~2015~~ 2018 International Residential Code is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2015 International Building Code is on file in the office of the Clerk.

160.02 AMENDMENTS, MODIFICATIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the ~~2015~~ 2018 International Building Code are hereby made:

Delete Section ~~3109.4.1 — 3109.4.3~~ 3109.1 replace with the following amendments:

A. Swimming Pools. No person shall maintain or use a swimming pool unless it conforms to the requirements of this chapter, and in the event that any swimming pool is found not to comply with the terms of this chapter, it shall constitute a nuisance within the definition of Chapter 50 of this Code of Ordinances and the City may invoke remedies and penalties provided in said chapter. This section provided for construction regulations and permit fees with regard to swimming pools.

B. The definition of a swimming pool shall be: SWIMMING POOLS. Any structure intended for swimming, recreational bathing or wading that has the capacity of containing water over 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground pools; hot tubs; spas and fixed-in-place wading pools.

C. Permit Required. No person shall construct or any alteration, addition, remodeling or other improvements to a swimming pool without a permit therefore. Swimming pools shall be maintained in accordance with the provisions of this chapter.

D. Application. A person seeking a permit shall make an application to the Clerk for such permit. The plans and specifications and plot plan, as well as other pertinent explanatory data, shall be submitted with each application.

E. Issuance of Permit. If the plans and specifications and plot plans meet the requirements of this chapter, a permit fee ~~as specified in chapter xx of \$15.00 for an above ground pool, three (3) feet or less in height, or a fee of \$50.00 for all other types of pools,~~ **shall be paid to the Development Services Department.** Clerk.

F. Design Requirements. The materials used in lining swimming pools shall be light in color, impervious to water, and provide a tight tank with smooth and easily cleaned surfaces. Sand or dirt bottoms are prohibited.

G. Plumbing. All cross connections between the City water supply or the sewer system in the plumbing of a swimming pool shall be constructed in accordance with the ~~2015~~ **2018** Uniform Plumbing Code.

H. Electrical. All electrical construction shall be installed in accordance with the current National Electric Code.

I. This Ordinance shall apply to all existing and new swimming pools. All existing swimming pools shall comply within fourteen (14) days of the effective date of this ordinance.

For reference the IBC states the following:

~~3109.4~~ **3109.2** Residential swimming pools
Residential swimming pools shall comply with sections ~~3109.4.1 through 3109.4.3.~~ **3109.2.1 through 3109.11**

~~**Exception: A swimming pool with a power safety cover or a spa with a safety cover complying with ASTM F 1346.**~~

~~3109.4.1 Barrier height and clearances.~~

~~The top of the barrier shall be at least 48 inches (1219 mm) above grade measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches (51mm) measured on the side of the barrier that faces away from the swimming pool. Where the top of the pool structure is above grade, the barrier is authorized to be at ground level or mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches (102 mm).~~

~~3109.4.1.1 Openings.~~

~~Openings in the barrier shall not allow passage of a 4-inch diameter (102 mm) sphere.~~

~~3109.4.1.2 Solid barrier surfaces.~~

~~Solid barriers which do not have openings shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.~~

~~3109.4.1.3 Closely spaced horizontal members.~~

~~Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not exceed 1.75 inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.~~

~~3109.4.1.4 Widely spaced horizontal members.~~

~~Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.~~

~~3109.4.1.5 Chain link dimensions.~~

~~Maximum mesh size for chain link fences shall be a 2.25 inch square (57 mm square) unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to no more than 1.75 inches (44 mm).~~

~~3109.4.1.6 Diagonal members.~~

~~Where the barrier is composed of diagonal members, the maximum opening formed by the diagonal members shall be no more than 1.75 inches (44 mm).~~

~~3109.4.1.7 Gates.~~

~~Access gates shall comply with the requirements of Sections 3109.4.1.1 through~~

~~3109.4.1.6 and shall be equipped with a locking device. Pedestrian access gates shall open outward away from the pool and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches (1372 mm) from the bottom of the gate, the release mechanism shall be located on the pool side of the gate at least 3 inches (76 mm) below the top of the gate, and the gate and barrier shall have no opening greater than 0.5 inch (12.7mm) within 18 inches (457mm) of the release mechanism.~~

~~3109.4.1.8 Dwelling wall as a barrier.~~

Where a wall of a dwelling serves as part of the barrier, one of the following shall apply:

- ~~1. Doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and its screen are opened. The alarm shall sound continuously for a minimum of 30 seconds immediately after the door is opened and be capable of being heard throughout the house during normal household activities. The alarm shall automatically reset under all conditions. The alarm shall be equipped with a manual means to temporarily deactivate the alarm for a single opening. Such deactivation shall last no more than 15 seconds. The deactivation switch shall be located at least 54 inches (1372 mm) above the threshold of the door.~~
- ~~2. The pool shall be equipped with a power safety cover which complies with ASTM F 1346.~~
- ~~3. Other means of protection, such as self-closing doors with self-latching devices, which are approved by the administrative authority, shall be accepted so long as the degree of protection afforded is not less than the protection afforded by Section 3109.4.1.8, Item 1 or 2.~~

~~3109.4.1.9 Pool structure as barrier.~~

~~Where an aboveground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then the ladder or steps either shall be capable of being secured, locked or removed to prevent access, or the ladder or steps shall be surrounded by a barrier which meets the requirements of Sections 3109.4.1.1 through 3109.4.1.8. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch-diameter (102 mm) sphere.~~

3109.2.1 General. The provisions of this section shall apply to the design of barriers for pools and spas. These design controls are intended to provide protection against the potential drowning and near drowning by restricting access to such pools or spas. These requirements provide an integrated level of protection against potential drowning through the use of physical barriers and warning devices restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 3109.3 through 3109.11.

Exceptions:

1. Spas and hot tubs with a lockable safety cover that complies with ASTM F 1346.

2. Swimming pools with a powered safety cover that complies with ASTM F 1346.

3109.2.2 Outdoor swimming pools and spas. Outdoor pools and spas and indoor swimming pools shall be surrounded by a barrier that complies with Sections 3109.3 through 3109.11.

3109.3 Barrier height and clearances. Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall be not less than 48 inches (1219 mm) above grade where measured on the side of the barrier that faces away from the pool or spa.

2. Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the pool or spa structure. Where the barrier is mounted on the top of the pool or spa, the vertical clearance between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).

3109.4 Openings. Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.

3109.5 Closely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the pool or spa side of the fence. Spacing between vertical members shall not exceed 13/ 4 inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 13/ 4 inches (44 mm) in width.

3109.6 Widely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, the interior width of the cutouts shall not exceed 13/ 4 inches (44 mm).

3109.7 Chain link dimensions. The maximum opening formed by a chain link fence shall be not more than 13/ 4 inches (44 mm). Where the fence is provided with slats fastened at the top and bottom which that reduce the openings, such openings shall be not more greater than 13/ 4 inches (44 mm).

3109.8 Gates. Access gates shall comply with the requirements of Sections 3109.9 through 3109.11 and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool or spa, shall be self-closing and shall have a self-latching device.

3109.9 Utility or service gates. Gates not intended for pedestrian use, such as utility or service gates, shall remain locked when not in use.

3109.10 Double or multiple gates. Double gates or multiple gates shall have at least not fewer than one leaf secured in place and the adjacent leaf shall be secured with a self-latching device. The gate and barrier shall not have openings larger than 1/ 2 inch (12.7 mm) within 18 inches (457 mm) of the latch release mechanism.

3109.11 Onground residential pool structure as a barrier. An onground residential pool wall structure or a barrier mounted on top of an onground residential pool wall structure shall serve as a barrier where all of the following conditions are present:

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, the wall complies with the requirements of Section 3109.3 and the pool manufacturer allows the wall to serve as a barrier.
2. Ladders or steps used as means of access to the pool are capable of being secured, locked or removed to prevent access except where the ladder or steps are surrounded by a barrier that meets the requirements of Section 3110.
3. Openings created by the securing, locking or removal of ladders and steps do not allow the passage of a 4-inch (102 mm) diameter sphere.
4. Barriers that are mounted on top of onground residential pool walls are installed in accordance with the pool manufacturer's instructions.

3109.12 Prohibited locations.

Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers.

1. FENCE

~~Definitions: The following Construction terms are defined for use in this chapter only.~~

- a. ~~“Fence” means a freestanding structure over thirty-five (35) inches in height and shall be designed to restrict or prevent movement across a boundary.~~
- b. ~~“Fence, decorative” means a freestanding structure less than thirty-five (35) inches in height used to enhance the appearance of a property, garden or other landscaping and is not designed to restrict or prevent movement across a boundary.~~

~~Construction: No fence may be constructed within the City unless the following requirements are met:~~

- A. ~~Building Permit Required. The plans for the proposed fence must be submitted to the City Building Official along with a building permit application and a fifteen dollar (\$15.00) fee must be paid upon issuance of the building permit to construct the fence.~~
- B. ~~The fence must be constructed such that the finished side of the fence is facing the street or adjacent yard.~~
- C. ~~Fences constructed along trails or sidewalks. Fences that border trails or sidewalks must be constructed with a minimum setback of 10 feet. Fences that border trails or sidewalks that run in-between two properties must be constructed with a minimum setback of 3 feet.~~
- D. ~~Portions of this ordinance may be waived due to extenuating circumstances upon presentation to and approval by the City Council.~~
- E. ~~Fences may not be installed anywhere within a forty (40) foot vision triangle.~~
- F. ~~Fences constructed on commercial or industrial zoned property -- no fence shall be added to an existing site plan without submitting a revised site plan showing the new fence has been approved per Grimes Code of Ordinances.~~
- G. ~~Barbed Wire and Electric fences -- shall not be allowed to enclose land within without the consent of the City Council unless such land consists of ten (10) or more acres and is used as agricultural land.~~
- H. ~~Fences are to be constructed of customarily used materials such as chain-link, welded wire mesh, wrought iron, aluminum, wood, polyvinyl chloride (PVC), ornamental woven wire or other similar materials. Fences shall be firmly connected to posts sunk in the soil at least two feet or more as necessary to properly support the fence. Any fence considered by the Building Administrator~~

~~or his/her designee, to not be a standard or customarily styled or construction fence is prohibited.~~

~~The use of materials such as sheet metal, chicken wire, temporary construction fencing, snow fencing, woven wire commonly used for the penning of livestock or other animals 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; bamboo; reed; plywood sheeting. Chain link or woven wire type fences shall not include plastic or wood slats or strips, bamboo, or reed. Wood fences shall be constructed of treated lumber, cedar, redwood, or similar types of wood that are resistant to decay. All fences must be of an earth tone, neutral, or natural color such as white, black, gray (silver), tan, brown, or green. Bright or fluorescent colors are not permitted. Pictures, images, lettering, logos, graphics, or artwork are not permitted on fences.~~

~~An exception may be approved by the Building Administrator, or his/her designee, for 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.~~

~~1. Walls are to be constructed of brick, stone, textured concrete, precast concrete, tile block, etc. Walls constructed of weather resistant wood or manufactured substitutes may be used if brick or stone columns are incorporated and spaced no more than twenty feet (20') on center.~~

~~2. 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, unless specified otherwise herein.~~

~~3. 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 Building Administrator, or his/her designee, 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.~~

~~Delete IBC 2015 Section 113~~

Delete Chapter 113 Board of Appeals - Replace with:
City Ordinance Chapter 28 Board of Appeals

Delete Code Section: IBC 308.5.4

Replace with and add the following language:

308.5.4 Eight or fewer persons receiving care in a dwelling unit. Eight or fewer persons receiving care in a dwelling unit. A facility such as the above within a dwelling unit and having eight or fewer persons receiving custodial care shall be classified as a group R-3 occupancy or shall comply with the International Residential Code.

Exception: Day care facilities that provide custodial care for 16 or fewer persons for less than 24-hours per day in a single-family dwelling, and where registered with the State of Iowa Department of Human Services as child development homes on or before January 1, 2017, are permitted to comply with the International Residential Code.”

Delete Code Section: IBC 308.6.4

Replace with and add the following language:

~~308.6.4 Eight or fewer persons receiving care in a dwelling unit. A facility such as the above within a *dwelling unit* and having eight or fewer persons receiving *custodial care* shall be classified as a Group R-3 occupancy or shall comply with the *International Residential Code*.~~

Delete Code Section: IBC 310.4.1

Replace with and add the following language:

310.4.1 Care facilities within a dwelling. Care facilities within a dwelling refer to 308.5.4.

Delete Code Section: IBC 310.5 & 310.5.1

Replace with and add the following language:

~~310.5 Residential Group R-3. Residential Group R-3 occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:~~

~~Buildings that do not contain more than two *dwelling units*~~

~~*Boarding houses* (nontransient) with 16 or fewer occupants~~

~~*Boarding houses* (transient) with 10 or fewer occupants~~

~~Care facilities as identified in Sections 308.3.4 or 308.4.2 that provide accommodations for five or fewer persons receiving care~~

~~Day care facilities as identified in section 308.6.4 located within single family dwellings with 8 or fewer persons receiving custodial care~~

~~*Congregate living facilities* (nontransient) with 16 or fewer occupants~~

~~*Congregate living facilities* (transient) with 10 or fewer occupants~~

~~*Lodging houses* with five or fewer *guest rooms*~~

~~310.5.1 Care facilities within a dwelling. Care facilities that are located within a single family dwelling are permitted to comply with the *International Residential Code* in accordance with this section.~~

~~310.5.1.1 24-hour care facilities within a dwelling. Care facilities as identified in sections 308.3.4 or 308.4.2 that provide accommodations for 5 or fewer persons receiving *custodial care* in a single-family dwelling for 24 hours per day are permitted to comply with the *International Residential Code* provided an *automatic sprinkler system* is installed in accordance with Section 903.3.1.3 or Section P2904 of the *International Residential Code*.~~

~~310.5.1.2 Day care facilities within a dwelling. Day care facilities as identified in section 308.6.4 that provide *custodial care* for 8 or fewer persons for less than 24 hours per day in a single-family dwelling are permitted to comply with the *International Residential Code*.~~

~~**Exception:** Day care facilities as identified in section 308.6.4 that provide *custodial care* for 16 or fewer persons for less than 24 hours per day in a single-family dwelling, and are registered with the State of Iowa Department of Human Services as child development homes on or before January 1, 2017, are permitted to comply with the *International Residential Code*.~~

Modify Code Section: IBC 403.3.2 (correlation: IFC 914.3.1.2)

Replace with the following language:

403.3.2 Water supply to required fire pumps. Required fire pumps shall be supplied by connections to a minimum of two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: Two connections to the same main shall be permitted provided the main is valved such that an interruption can be isolated so that the water supply will continue without interruption through at least one of the connections.

Insert into Code Section: IBC 423.4

Add the following Exception:

- ~~1. Existing schools undergoing alterations, additions, or construction of new accessory buildings.~~

Delete Code Section: IBC 423.4 (including subsections 432.4.1 and 423.4.2)

Replace with and add the following language:

423.4 Group E occupancy. In areas where the shelter design wind speed for tornadoes in 250 mph in accordance with Figure 304.2 (1) of ICC 500, all Group E occupancies with a program occupant load of 50 or more shall have a storm shelter constructed in accordance with Chapters 1 through 5 & 8 of ICC 500.

The installation of portable buildings for utilization on the campus or site for educational purposes is considered new construction and classified as Group E occupancies.

Exceptions:

- 1 Group E day care facilities.
2. Group E occupancies accessory to place of religious worship.
3. Buildings meeting the requirements for shelter design in ICC 500.
4. Accessory structures to existing group E sites where the occupancy classification of said structures are classified as Groups A-5 and U

423.4.1 Required Occupant Capacity. The required occupant capacity of the storm shelter shall include all buildings classified as a Group E occupancy on the campus or site (whichever is larger) and shall be the greater of the following:

1. The total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy.
2. The occupant load of any indoor assembly space that is associated with the Group E occupancy.

Exceptions:

1. Where a new building is being added on an existing Group E site, and where the new building is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on-site, the storm shelter shall at a minimum accommodate the required capacity for the new building.
2. Where approved by the code official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the campus or site.

423.4.2 Location. Storm shelters shall be located within the buildings they serve, or shall be located where the maximum distance of travel from not fewer than one exterior door of each building to a door of the shelter serving that building does not exceed 1,000 feet.

IBC Section Replace with the following:

Delete Code Section: IBC 502.1

Replace with the following language:

502.1 Address identification. New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall be black or white and shall contrast with their background. Where required by the *fire code official*, address numbers shall be provided in greater dimension or additional *approved* locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and a minimum stroke width as dictated by Table 505.1. Where access is by means of a private road and the

building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

Table 502.1

Minimum Height and Stroke Width^{a b}

Distance from the centerline of the Public Way (ft)		Minimum Height (in)	Minimum Stroke Width (in)
Less than 100		4	1/2
100	199	6	3/4
200	299	8	1
For each additional 100		Increase 2	Increase 1/2

^a Exterior suite identification, minimum height shall be 4 inches and stroke width shall be ½ inch.

^b Interior suite identification, minimum height shall be 2 inches and stroke width shall be ¼ inch.

Add Exception to Code Section: IBC 707.5

Add the following language (Exception #3):

707.5 covers fire barriers/continuity and this adds an exception for shaft enclosures to the section.

3. Shafts required to be constructed as per section 713.3.2 having exterior walls that are not required to be fire rated per section 707.4 shall be permitted to be constructed of materials permitted by the building type of construction so long as a complete non-combustible separation of 2 hours is provided between the shaft and adjoining structure. In addition, the provisions of section 1023.7 shall be met.

Delete Code Section: IBC 713.3

Replace with the following language:

713.3 Materials. Shaft enclosures shall be as described in Sections 713.3.1 and 713.3.2.

Add Code Section: IBC 713.3.1

Add the following language:

713.3.1 – 1 Hour Shafts. Shafts that are allowed to have a fire resistance rating of 1 hour or less are allowed to be constructed of materials permitted by the building type of construction.

Add Code Section: IBC 713.3.2

Add the following language:

713.3.2 – 2 Hour Shafts. Shafts that are required to have a fire resistance rating of 2 hours or more serving Interior exit stairs or Interior exit ramps shall be constructed of concrete or masonry. All other shafts that are required to have a fire resistance rating of 2 hours or more shall be constructed of non-combustible materials.

Insert New Code Section: IBC 902.1.1.1 (correlation: IFC 901.4.6.1.1)

Language:

902.1.1.1 Fire Sprinkler Riser Room.

A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be accessed from the electrical room, but the electrical room may be accessed from the fire riser room.

Delete Section 903.2 Fire Sprinkler requirements, inserted in the Fire Code Ordinance Chapter 154

903.4.2 Alarms.

An approved weather proof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Modify Code Section: IBC 903.3.1.2 (correlation: IFC 903.3.1.2)

Replace with the following language:

903.3.1.2 NFPA 13R sprinkler systems. *Automatic sprinkler systems in Group R and I occupancies up to and including four stories in height in buildings not exceeding 60 feet (18 288 mm) in height above grade plane shall be installed throughout in accordance with NFPA 13, unless allowed to be sprinklered in accordance with NFPA 13D by the International Building Code. The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 of the International Building Code shall be measured from the horizontal assembly creating separate buildings.*

903.2.11.1.3 Basements

Where any portion of a basement is located more than 75 feet (22 860 mm) from openings required by Section 903.2.11.1, the basement shall be equipped throughout with an approved automatic sprinkler system.

Insert Code Section: IBC 905.3.9 (correlation: IFC 905.3.9)

Language:

905.3.9 Building Footprint and Access

Where the most remote portion of a floor or story is more than 400 feet from a hose connection or fire department access road the fire code official is authorized to require standpipes to be provided in *approved* locations. Class I manual standpipes shall be allowed.

Modify Code Section: IBC 907.2 (correlation: IFC 907.2)

Add the following exception:

3. Prior to July 1, 2016 any jurisdiction requiring reduced fire areas or reduced occupant loads in 907.2.1 through 907.2.23 may continue to utilize these methods as previously established by local jurisdiction determining the requirements for fire alarm systems in Section 907.2.1 through 907.2.23.

Insert Code Section: IBC 907.1.4 (correlation: IFC 907.1.4)

Language:

907.1.4 FACP (Fire Alarm Control Panels)

Each building shall have no more than 1 FACP.

Installation of fire alarm panel shall be not exceed six feet in height measured from the floor to the top of the unit.

Exception: Suppression system releasing panels are not required to meet the height requirement or the limitation in the number of panels.

Modify Code Section: IBC 907.6.6 (correlation: IFC 907.6.6)

Replace with the following language:

907.6.6 Monitoring

Fire alarm systems required by this chapter or by the International Building Code shall be monitored a central station approved and listed under UL 827 in accordance with NFPA 72.

Exception: Monitoring station is not required for:

1. Automatic sprinkler and fire alarm systems in one- and two- family dwellings.

Section 907.2.9, of the IFC (correlation: IBC 907.2.9), is hereby amended by adding a new section, 907.2.9.4 and subsections 907.2.9.4.1 through 907.2.9.4.3 as follows:

907.2.9.4 Group R-4. Fire alarm systems and smoke alarms shall be installed in Group R- 4 occupancies as required in Sections 907.2.10.1 through 907.2.10.3.

907.2.9.4.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-4 occupancies.

Exceptions:

1. A manual fire alarm system is not required in buildings not more than two stories in height where all individual sleeping units and contiguous attic and crawl spaces to those units are separated from each other and public or common areas by not less than 1-hour fire partitions and each individual sleeping unit has an exit directly to a public way, egress court or yard.
2. Manual fire alarm boxes are not required throughout the building where all of the following conditions are met:
 - 2.1 The building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2.
 - 2.2 The notification appliances will activate upon sprinkler water flow.
 - 2.3 Not fewer than one manual fire alarm box is installed at an *approved* location.
3. Manual fire alarm boxes in resident or patient sleeping areas shall not be required at *exits* where located at all nurses' control stations or other constantly attended staff locations, provided such stations are visible and continuously accessible and that the distances of travel required in Section 907.4.2.1 are not exceeded.

907.2.10.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in corridors, waiting areas open to corridors and habitable spaces other than sleeping units and kitchens. Exceptions: 1. Smoke detection in habitable spaces is not required where the facility is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1. 2. An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress door opening directly to an exit or to an exterior exit access that leads directly to an exit.

907.2.10.3 Smoke alarms. Single- and multiple-station smoke alarms shall be installed in accordance with Section 907.2.11.

Modify Code Section: IBC 910.2.1 (correlation: IFC 910.2.1)

Replace with the following language:

910.2.1 Group F-1 or S-1. Smoke and heat vents installed in accordance with Section 910.3 or a mechanical smoke removal system installed in accordance with Section 910.4 shall be installed in buildings and portions thereof used as a Group F-1 or S-1 occupancy having more than **30,000** square feet (2787 m²) of

undivided area. In occupied portions of a building equipped throughout with an automatic sprinkler system in accordance with 903.3.1.1, where the upper surface of the story is not a roof assembly, a mechanical smoke removal system in accordance with Section 910.4 shall be installed.

Exception: Group S-1 aircraft repair hangars.

(Reduces from 50,000 sqft to 30,000 sqft)

Modify Code Section: ~~IBC 1008.3.1 (correlation: IFC 1008.3.1)~~

Replace with the following language:

~~1008.3.1 General.~~

~~In the event of the power supply failure in rooms and spaces 400 square feet or greater an emergency electrical system shall automatically illuminate all of the following areas:~~

- ~~1. Aisles.~~
- ~~2. Corridors.~~
- ~~3. Exit access stairways and ramps.~~

Replace with the following language:

~~1008.3.2 Buildings.~~

~~In the event of the power supply failure in rooms and spaces 400 square feet or greater an emergency electrical system shall automatically illuminate all of the following areas:~~

- ~~1. Interior exit access stairways and ramps~~
- ~~2. Interior and exterior exit stairways and ramps.~~
- ~~3. Exit passageways.~~
- ~~4. Vestibules and areas on the level of exit discharge used for exit discharge in accordance with Section 1028.1.~~
- ~~5. Exterior landings as required by Section 1010.1.6 for exit doorways that lead directly to the exit discharge.~~

Modify Code Section: ~~IBC 1008.3.2 (correlation: IFC 1008.3.2)~~

Replace with the following language:

~~1008.3.2 Buildings.~~

~~In the event of the power supply failure in rooms and spaces 400 square feet or greater an emergency electrical system shall automatically illuminate all of the following areas:~~

- ~~1. Interior exit access stairways and ramps~~
- ~~2. Interior and exterior exit stairways and ramps.~~
- ~~3. Exit passageways.~~
- ~~4. Vestibules and areas on the level of exit discharge used for exit discharge in accordance with Section 1028.1.~~

~~5. Exterior landings as required by Section 1010.1.6 for exit doorways that lead directly to the *exit discharge*.~~

Modify Code Section: IBC 1008.3.3 (correlation: IFC 1008.3.3)

Replace Item # 5 with the following language:

2. Restrooms containing at least one water closet/urinal or that are accessible.

1008.3.3 Rooms and spaces. In the event of a power supply failure, an emergency electrical system shall automatically illuminate all of the following areas:

1. Electrical equipment rooms
2. Fire command centers
3. Fire pump rooms
4. Generator rooms
5. Public restrooms that contain more than one water closet/urinal or that are accessible
6. Meeting/conference rooms with an area greater than 400 square feet.
7. Classrooms in an E occupancy with an area greater than 400 square feet.

Modify Code Section: IBC 1009.2 (correlation: IFC 1009.2)

Add Item # 11 with the following language:

11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Modify Code Section: IBC 1010.1.6 (correlation: IFC 1010.1.6.1)

Replace with the following language:

1010.1.6.1 For landings required by Section 1010.1.5 to be at the same elevation on each side of the door exterior landings at doors shall be provided with frost protection.

~~Modify Code Section: IBC 1010.1.9.1 (correlation: IFC 1010.1.9.1)~~

~~Add the following language:~~

~~Thumb Turn Locks shall not be allowed.~~

Modify Code Section: IBC 1010.1.9.1 (correlation: IFC 1010.1.9.1)

Replace with the following language:

1010.1.9.1 Hardware. Door handles, pulls, latches, locks and other operating devices on doors required to be accessible by Chapter 11 of the International Building Code shall not require tight grasping, tight pinching or twisting of the wrist to operate. This includes thumb turn locks.

Insert Code Section: IBC 1013.1.1 (correlation: IFC 1013.1.1)

Language:

1013.1. 1 Additional Exit Signs.

Exit signs may be required at the discretion of the Code Official to clarify an exit or exit access.

~~Delete Code Section: IBC 1013.3 (correlation: IFC 1013.3)~~

~~Replace with the following language:~~

~~1013.3 Exit Sign Illumination.~~

~~Exit signs shall use an LED lighting system and shall be illuminated internally or externally. Exit signs are required to have battery backup unless an onsite generator is used. Luminance on the face of an exit sign shall have an intensity of not less than 5.0 footcandles (53.82 lux).~~

~~Exception: Tactile Exit signs required by Section 1013.4 need not be provided with illumination.~~

~~Delete Code Section: IBC 1013.5 (correlation: IFC 1013.5)~~

~~Do not replace with any other additional language.~~

~~Delete Code Section: IBC 1013.6 (correlation: IFC 1013.6) including 1013.6.1, 1013.6.2, and 1013.6.3.~~

~~Do not replace with any other additional language.~~

Add Code Section: IBC 1015.9 (correlation: IFC 1015.9)

Insert the following language:

1015.9 Walking surfaces. A guard shall be provided along retaining walls where a finished walking surface such as sidewalks, patios, driveways, parking lots or similar is located on the top side of a retaining wall. The guard shall be installed along any portion of the wall measuring 30 inches or greater in height measured at any point within 36 inches horizontally to the edge of the open side. A guard shall not be required along portions of the retaining wall where the horizontal distance between the edge of the finished walking surface and the face of the wall is greater than 72 inches.

Insert Code Section: IBC 1028.5.1 (correlation: IFC 1028.5.1)

Language:

1028.5.1 Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Insert Code Section: IBC 1030.4.3 (correlation: IFC 1030.4.3)

Language:

1030.4.3 Window wells drainage. All window wells shall be provided with approved drainage.

(Only renumbering)

~~Insert Code Section: IBC 1030.5.3 (correlation: IFC 1030.5.3)~~

~~Language:~~

~~1030.5.3 Window wells drainage.~~~~All window wells shall be provided with approved drainage.~~

Modify Code Section: IBC 1301.1

Replace with the following language:

Section 1301.1 Scope. The provisions of the International Energy Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency. Administration shall be as prescribed in chapter 1 of the currently State adoption of the IECC and these regulations shall be known as the **City of Grimes**.

Modify Code Section: IBC 1608.2

Replace with the following language:

1608.2 Ground Snow Load. The ground snow load to be used in determining the design snow load for roofs is hereby established at 30 pounds per square foot. Subsequent increases or decreases shall be allowed as otherwise provided by code, except that the minimum allowable flat roof snow load may be reduced to not less than 80 percent of the ground snow load.

160.02 TEMPORARY PERMIT. The Building Inspector **Administrator or Building Division Designee** may approve the construction of part of a building or structure and shall endorse upon the plans and specifications for such part such approval before the entire plans and specifications for the whole building or structure have been submitted and approved, provided adequate information and detailed statements have been filed, complying with the pertinent requirements of this Code. Upon approval of the plans and specifications the Clerk shall issue a temporary permit, and the holder of such permit shall proceed at his or her own risk without assurance that the permit for the entire building or structure shall be granted.

~~160.05 FEE SCHEDULE. Building permits. A fee for each building permit shall be paid to the City Clerk as set forth in the fee schedule entitled "Building Permit Fees," as adopted by the City Council by resolution from time to time. If construction on the building project has either commenced or finished prior to the time that the building permit application is submitted, the Clerk shall charge a fee which is double that set forth in the "Building Permit Fees" schedule.~~

FEES:

~~———— \$1.00 to \$500.00 ——— Fee is \$22.00~~

~~\$501.00 to \$2000.00—Fee is \$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2000.00.~~

~~\$2,001.00 to \$50,000.00—Fee is \$63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00.~~

~~\$25,001.00 to \$50,000.00—Fee is \$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.~~

~~\$50,001.00 to \$100,000.00—Fee is \$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.~~

~~\$100,001.00 to \$500,000.00—Fee is \$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.~~

~~\$500,001.00 to \$1,000,000.00—Fee is \$2,855.00 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.~~

~~\$1,000,001 and up—Fee is \$4,955.00 for the first 1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof.~~

~~Other Inspection Costs:~~

~~Inspections requested of the Building Inspector after normal business hours shall be paid according to Grimes Code of Ordinances Chapter 8 and shall be \$50.00 per hour with a minimum of 2 hours charged.~~

~~Inspections after normal business hours are subject to availability of personnel.~~

160.06 CONFLICT WITH STATE LAWS. Nothing in this chapter or in the 2015 International Building Code shall be construed to be in conflict with the State laws or State Housing Code. In the event of such conflict, the State laws will prevail.

160.07 ADMINISTRATION AND ENFORCEMENT. This chapter shall be enforced by the Building Official. No building permit or certificate of occupancy shall be issued by the Clerk unless in accordance with the provisions of this chapter.

160.08 CLIMATE AND GEOGRAPHICAL CRITERIA

Amend IRC Table R301.2(1) to read as follows:

TABLE R301.2(1) CLIMATE AND GEOGRAPHICAL CRITERIA

Ground Snow Load	Wind Design		Seismic Design Category	Subject to Damage From			Winter		Flood Hazards	Air Freezing Index	Mean Annual Temp
	Speed MPH	Topograph effects		Weathering	Frost line Depth	Termite	Design Temp	Ice Barrier Req'd	NFIP Acceptance Zone C		
30 PSF	90	NO	A	Severe	42"	Mod/ Heavy	-5F	Yes	30-Sep-83 – No local amendments.	1833	48.6

Severability Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect xxxx x, 2020 after its final passage, approval and publication as provided by law.

Passed by the City Council on this x day of xxx 2020 and approved on this xx day of xxx, 2020, effective xxx x, 2020.

CHAPTER 161

EXISTING BUILDING CODE

161.01 Adoption of 2018 International Existing Building Code 161.03 Conflicts with State Law
161.02 Amendments, Modifications and Deletions

161.01 ADOPTION OF 2018 INTERNATIONAL EXISTING BUILDING CODE. Pursuant to published notice and public hearing as required by law, the 2015 International Existing Building Code, and all the provisions of the International existing Building Code Standards, published in the 2018 International Existing Building Code are hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2018 International Existing Building Code is on file in the office of the Clerk.

161.02 AMENDMENTS, MODIFICATIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the 2018 Existing Building Code are hereby made:

Delete Chapter 112 Board of Appeals - Replace with:
City Ordinance Chapter 28 Board of Appeals

Modify Code Section: IEBC 1001.2

Add the following language: An application for Zoning Compliance Certification shall be submitted to the Development Services Department prior to the Building Division issuing a Change of Certificate of Occupancy.

Delete Code Section: IEBC 1106

Replace with the following language (sections 1106.1, 1106.1.2, & 1106.1.3):

Section 1106.1 Addition to a Group E occupancy. Where an addition is added to an existing Group E occupancy located in an area where the shelter design wind speed for tornadoes is 250 mph in accordance with Figure 304.2 (1) of ICC 500 and the occupant load of the addition is 50 or more, the addition shall have a storm shelter constructed in accordance with Chapters 1 through 5 & 8 of ICC 500.

For the purposes of this section the installation of portable buildings for utilization on the campus or site for educational purposes shall be considered as an addition.

Exceptions: 1. Group E day care facilities. 2. Group E occupancies accessory to place of religious worship. 3. Additions meeting the requirements for shelter design in ICC 500. 4. Accessory structures and additions to existing group E sites where the occupancy classification of said structures are classified as Groups A-5 and U

The aggregate area of all additions within a 10 (ten) year period shall be factored when determining the requirements of this section.

1106.1.2 Required Occupant capacity. The required occupant capacity of the storm shelter shall include all buildings classified as a Group E occupancy on the campus or site, whichever is larger and shall be the greater of the following: 1. The total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy. 2. The occupant load of any indoor assembly space that is associated with the Group E occupancy.

Exceptions: 1. Where an addition is being added on an existing Group E site, and where the addition is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on-site, the storm shelter shall at a minimum accommodate the required capacity for the addition. 2. Where approved by the code official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the campus or site.

1106.1.3 Location. Storm shelters shall be located within the buildings they serve or shall be located where the maximum distance of travel from not fewer than one exterior door of each building to a door of the shelter serving that building does not exceed 1,000 feet.

161.03 CONFLICTS WITH STATE LAW. Nothing in this chapter or in the International Mechanical Code shall be construed to be in conflict with State law and in the event there is such a conflict, the State law shall prevail.

Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Effective Date. This ordinance shall be in effect XXX X, 2020 after its final passage, approval and publication as provided by law.

CHAPTER 162

FUEL GAS CODE

162.01 Adoption of 2018 International Fuel Gas Code
162.02 Amendments, Modifications and Deletions

162.03 Conflicts with State Law

162.01 ADOPTION OF 2018 INTERNATIONAL FUEL GAS CODE. Pursuant to published notice and public hearing as required by law, the 2015 International Mechanical Code, and all the provisions of the International Fuel Gas Code Standards, published in the 2018 International Fuel Gas Code are hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2018 International Fuel Gas Code is on file in the office of the Clerk.

162.02 AMENDMENTS, MODIFICATIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the 2018 International Fuel Gas Code are hereby made:

Add Code Section to 402:

Add the following language:

Section 402 Corrugated Stainless Steel. Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section 7.13.2. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

162.03 CONFLICTS WITH STATE LAW. Nothing in this chapter or in the International Fuel Gas Code shall be construed to be in conflict with State law and in the event there is such a conflict, the State law shall prevail.

Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the

validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Effective Date. This ordinance shall be in effect XXX X, 2020 after its final passage, approval and publication as provided by law.



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of March 23, 2021

AGENDA HEADING:

Destination Market Plat 6 – Preliminary Plat

SYNOPSIS:

The applicant is requesting approval of a preliminary plat, which will allow for the future subdivision of the property located at the northeast corner of E 1st Street and NE Platinum Drive. The proposed preliminary plat will provide for two development lots approximately 1.00 acre and 1.46 acres in size.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Final Plat - 2019

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 03/02/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the preliminary plat for Destination Market Plat 6, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: March 2, 2021
RE: Destination Market Plat 6 – Preliminary Plat

GENERAL INFORMATION:

Applicant:

Top Tract Corporation

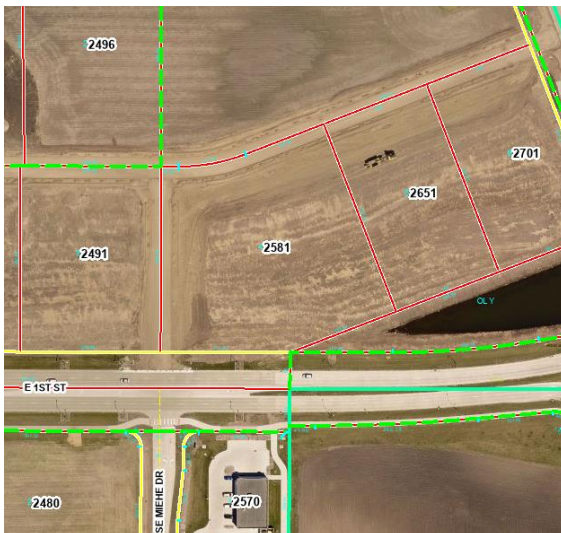
Requested Action

Preliminary Plat

Location

2581 E 1st Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	General Commercial	C-2
North	Vacant	General Commercial	C-2
South	Commercial	General Commercial	C-2
East	Commercial	General Commercial	C-2
West	Vacant	General Commercial	C-2

BACKGROUND:

The applicant is requesting approval of a preliminary plat, which will allow for the future subdivision of the property located at the northeast corner of E 1st Street and NE Platinum Drive. The proposed preliminary plat will provide for two development lots approximately 1.00 acre and 1.46 acres in size.

ANALYSIS:

A conceptual layout is shown on the preliminary plat to demonstrate how the property could be developed. The site will be accessed from one shared driveway off of NE Telkay Lane. Pedestrian access will be provided along E 1st Street, NE Platinum Drive, and NE Telkay Lane. Sanitary and water service for both lots will connect to the existing lines that run along NE Telkay Lane.

STAFF RECOMMENDATION:

Staff would recommend approval of the preliminary plat for Destination Market Plat 6, subject to any remaining staff comments.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~February 3, 2021~~

~~February 16, 2021~~

February 23, 2021

Civil Design Advantage

Attn: Doug Mandernach

3405 SE Crossroads Dr, Suite G

Grimes, IA 50111

RE: Destination Market Plat 6 Preliminary Plat

Dear Mr. Mandernach:

The Development Services Department is in receipt of a proposed Preliminary Plat for Destination Market Plat 6. Based on the review of the provided submittal materials, staff have the following comments:

General Comments/Cover Sheet:

- ~~1. Remove the proposed use.~~
- ~~2. List open space and parking setbacks requirements. Revise open space to 10%, not feet.~~
- ~~3. Label the name of the sheets. Currently they all say preliminary plat.~~
- ~~4. Provide sheet with lot lines and dimension of Lot 1 and 2 without the concept plan.~~
- ~~5. Is a storm sewer easement needed on Lot 1 on the south end? If the storm sewer needed to be repaired, is there enough room to make the repairs without crossing into Lot 2? Was anything added?~~
- ~~6. Note: Staff has some concern with the drive thru layout and the potential for vehicles to line up out into NE Telkay. Depending on the future user, the layout may need to be changed. The drive thru does not need to be changed on the concept. We just wanted to make you are aware of the concern.~~
- ~~7. On the concept, please add a sidewalk connection from the auto service site to Lot 2.~~
- ~~8. Add plat name, reference number, and ownership of adjacent lots.~~

- ~~9. Additional hydrant coverage needed to meet 150' spacing requirement and FDC required within 100' of a hydrant.~~
- ~~10. We will continue to discuss the fountain in the detention pond but nothing needs to be done right now.~~

Sheet 2

- ~~1. Revise plat label. Should be Destination Market Plat 2, not Plat 4. Not fixed~~
- ~~2. Label size of existing sanitary.~~

Sheet 3

- ~~1. Show how the sanitary sewer service connects to the existing line.~~
- ~~2. Can't see the water service connection detail due to the property line dimension label.~~
- ~~3. Verify if additional fire hydrants are needed at the south end of site for both lots.~~
- ~~4. Verify services for Lot 2 are out of proposed pavement.~~
- ~~5. Verify sanitary service of Lot 2 is 6" diameter.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

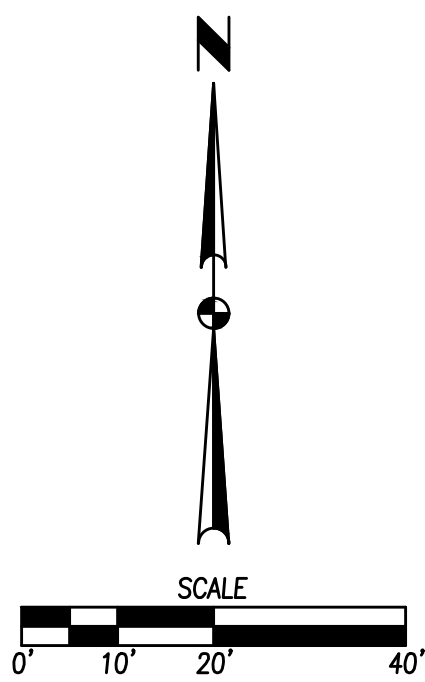
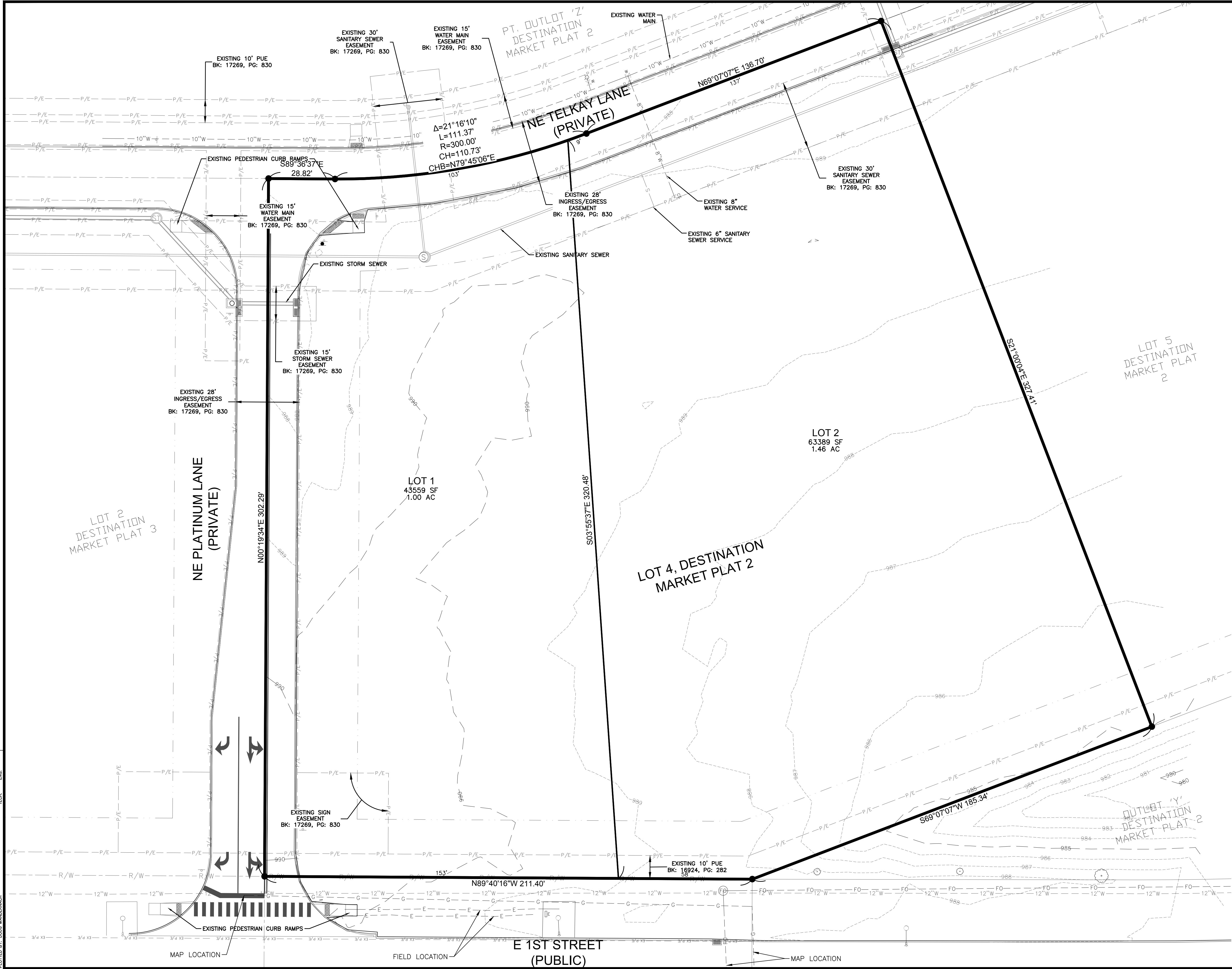
SUBMITTAL DATE:	February 8, 2021 February 23, 2021 (1 PDF of Preliminary Plat)
PLANNING & ZONING:	March 2, 2021 at 5:30 at the Grimes City Hall
COUNCIL MEETING:	March 23, 2021 at 5:30 at the Grimes City Hall

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

FILE: H:\2020\2010610\DWG\2010610-PRM PLATING COMMENT: ENG.
PLOTED BY: 2020 UNDERNACH 27/27/2021 4:08 PM

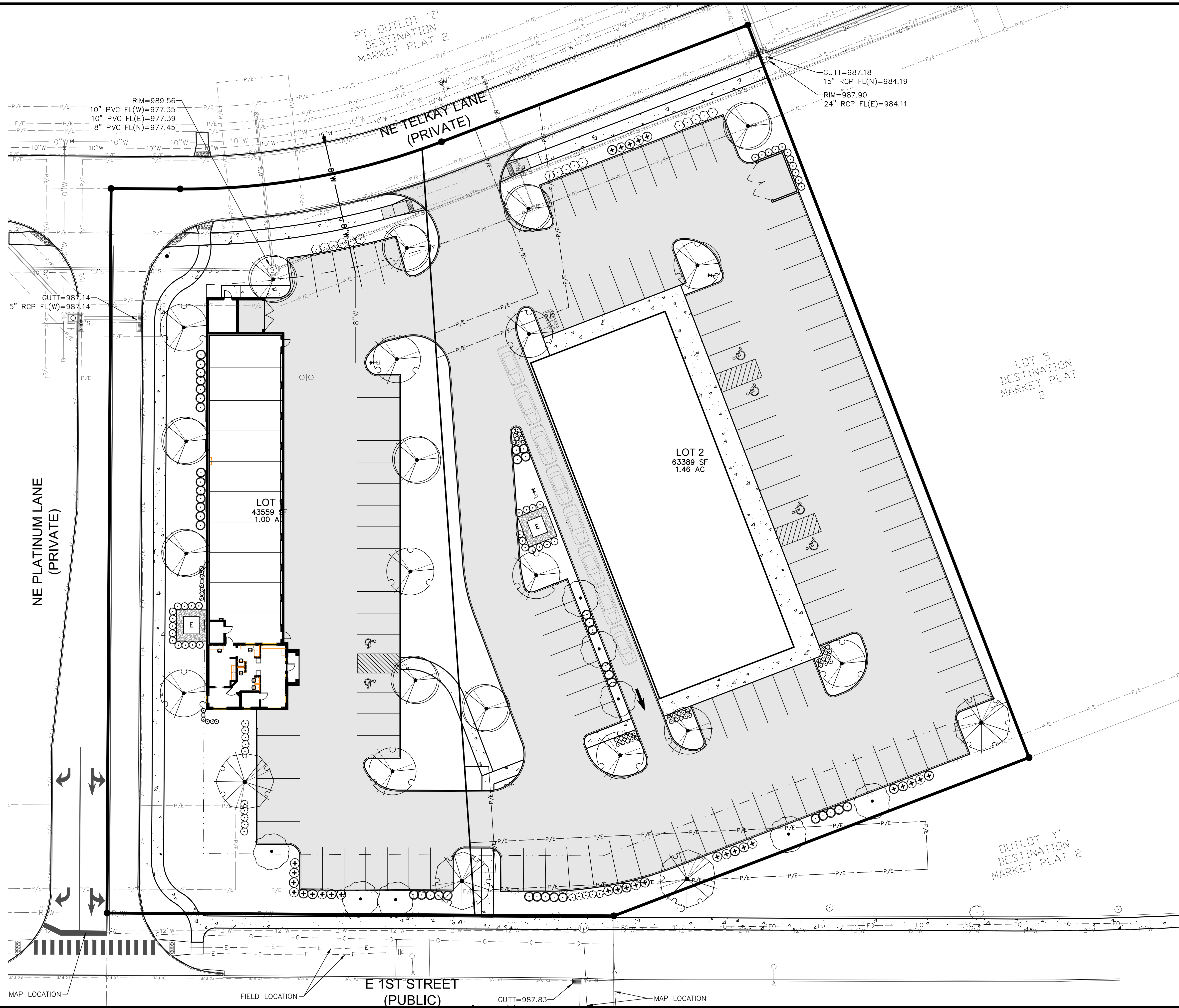


DESTINATION MARKET PLAT 6
PRELIMINARY PLAT
LOT DIMENSIONS

DATE	
REVISIONS	
2ND SUBMITTAL	2-8-2021
1ST SUBMITTAL	1-25-2021
3405 S.E. CROSSROADS DRIVE, SUITE G GRIMES, IOWA 50111 PHONE: (515) 369-4400 FAX: (515) 369-4410	ENGINEER: JJN PM: DAM



GRIMES, IOWA



DESTINATION MARKET PLAT 6
PRELIMINARY PLAT
LANDSCAPING PLAN



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of March 23, 2021

AGENDA HEADING:

Destination Market Plat 6 – Final Plat

SYNOPSIS:

The applicant is requesting approval of a final plat, which will allow for the subdivision of the property. The proposed final plat will provide for two development lots approximately 1.00 acre and 1.46 acres in size.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Final Plat - 2019

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 03/02/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the final plat for Destination Market Plat 6, subject to any remaining staff comments and legal review.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: March 2, 2021
RE: Destination Market Plat 6 – Final Plat

GENERAL INFORMATION:

Applicant:	Top Tract Corporation
Requested Action	Final Plat
Location	2581 E 1 st Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	General Commercial	C-2
North	Vacant	General Commercial	C-2
South	Commercial	General Commercial	C-2
East	Commercial	General Commercial	C-2
West	Vacant	General Commercial	C-2

BACKGROUND:

The applicant is requesting approval of a final plat, which will allow for the subdivision of the property. The proposed final plat will provide for two development lots approximately 1.00 acre and 1.46 acres in size.

ANALYSIS:

The final plat layout is consistent with the preliminary plat and indicates the appropriate easements. The site can be accessed from one shared driveway off of NE Telkay Lane. Pedestrian access will be provided along E 1st Street, NE Platinum Drive, and NE Telkay Lane. Sanitary and water service for both lots will connect to the existing lines that run along NE Telkay Lane.

STAFF RECOMMENDATION:

Staff would recommend approval of the final plat for Destination Market Plat 6, subject to any remaining staff comments and legal review.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~February 3, 2021~~

~~February 16, 2021~~

February 23, 2021

Civil Design Advantage

Attn: Doug Mandernach

3405 SE Crossroads Drive, Suite G

Grimes, IA 50111

RE: Destination Market Plat 6 Final Plat

Dear Mr. Mandernach:

The Development Services Department is in receipt of a proposed Final Plat for Destination Market Plat 6. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Add property addresses.~~
 - ~~a. Lot 1 2581 E 1st St~~
 - ~~b. Lot 2 2635 E 1st St~~
- ~~2. Add vicinity sketch.~~
- ~~3. Is a storm sewer easement needed on Lot 1 on the south end? If the storm sewer needed to be repaired, is there enough room to make the repairs without crossing into Lot 2? I didn't notice anything was added.~~
- ~~4. Storm sewer easement on the plat does not match the description on the easement document.~~
- ~~5. Is there a plan to use the sign easement for a development sign? Is Christian Brothers planning to locate on the sign?~~

Legal Comments:

1. Title opinion
2. Consent(s) to Plat

- a. Owner consent
 - b. Mortgagee consent (if applicable)
3. Treasurer's Certificate
4. County Subdivision Name Approval
5. Legal description in Word format
6. Easement documents and legal descriptions
7. Declaration and Covenants, Restrictions and Easements
8. Letter from the surveyor confirming that monuments are in place. Confirmation is required prior to issuing a Certificate of Occupancy.

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	February 8, 2021 February 23, 2021 (1 PDF of Final Plat and Legals)
PLANNING & ZONING:	March 2, 2021 at 5:30 at the Grimes City Hall
COUNCIL MEETING:	March 23, 2021 at 5:30 at the Grimes City Hall

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

FINAL PLAT
GRIMES, POLK COUNTY, IOWA

LOCATION: LOTA, DESTINATION MARKET PLAT 2,
GRIMES, POLK COUNTY, IOWA.

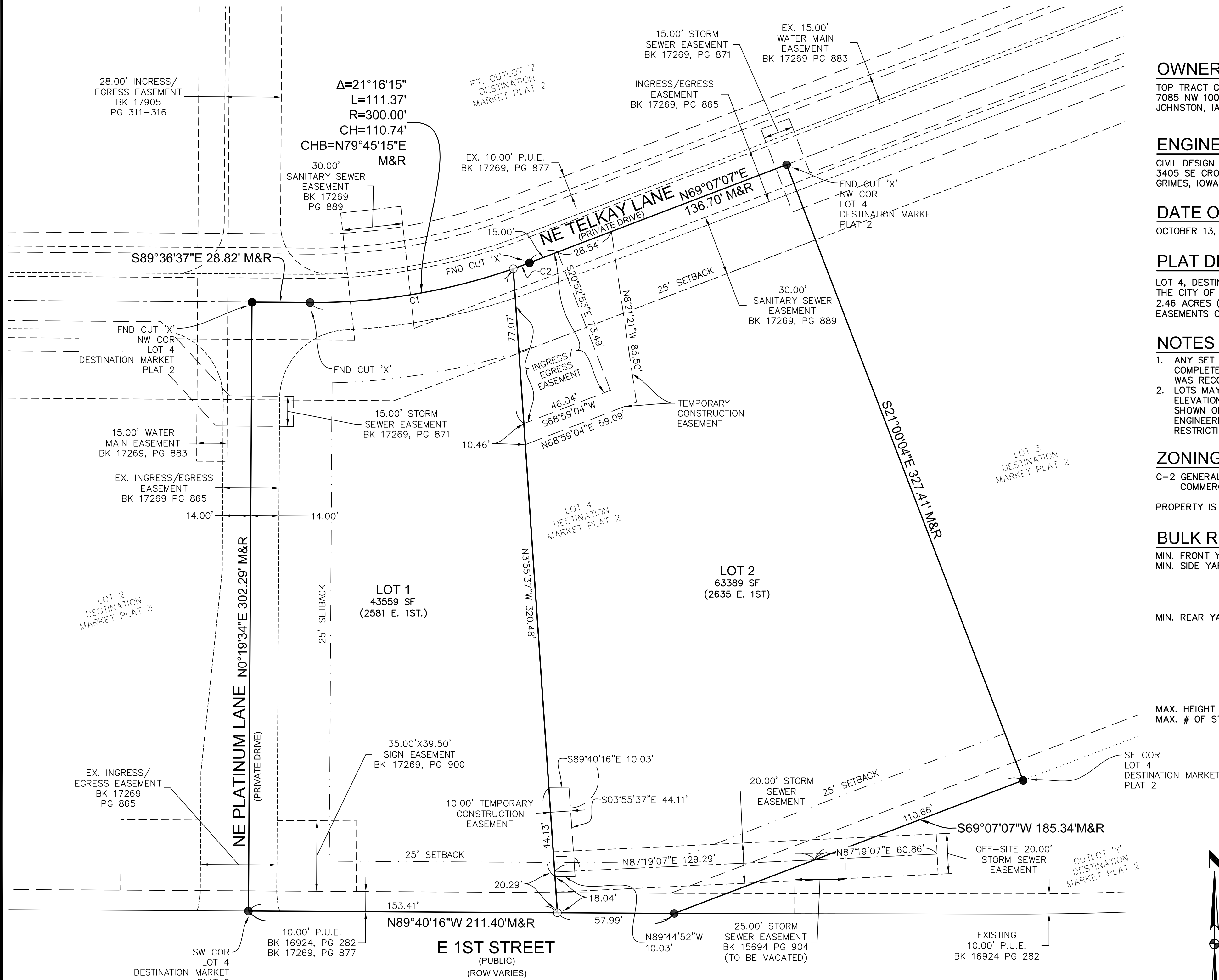
REQUESTOR: TOP TRACT CORP

PROPRIETOR: TOP TRACT CORP
7085 NW 100TH ST.
JOHNSTON IA 50131

SURVEYOR: MICHAEL A. BROONER

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: 515-369-4400



TOP TRACT CORP
7085 NW 100TH ST.
JOHNSTON, IA 50131

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111

OCTOBER 13, 2020

LOT 4, DESTINATION MARKET PLAT 2, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND CONTAINING 2.46 ACRES (106,950 SQUARE FEET). SUBJECT TO EASEMENTS OF RECORD.

1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
2. LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.

C-2 GENERAL AND HIGHWAY SERVICE
COMMERCIAL DISTRICT

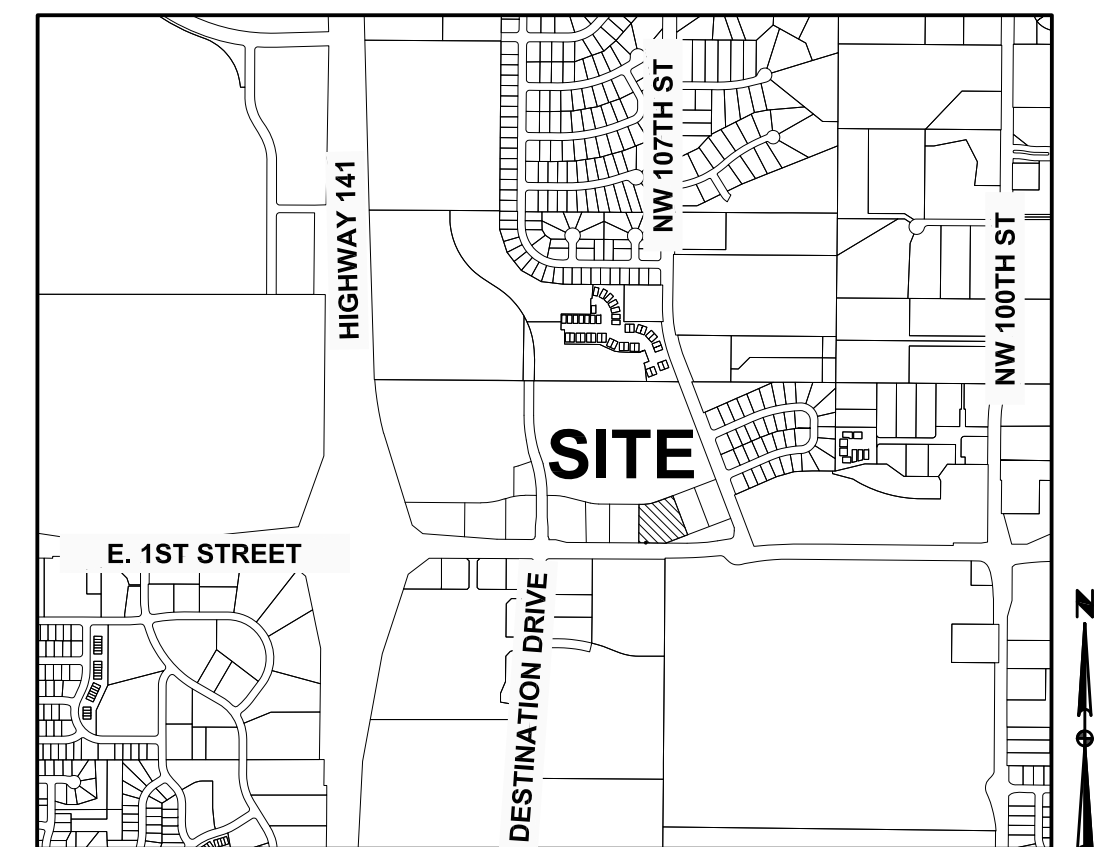
PROPERTY IS WITHIN THE TRANSPORTATION OVERLAY DISTRICT

MIN. FRONT YARD SETBACK	=	25'
MIN. SIDE YARD SETBACK	=	NONE REQUIRED, EXCEPT WHEN ADJOINING ANY "R" DISTRICT OR STREET RIGHT-OF-WAY LINE, IN WHICH CASE — 25 FEET
MIN. REAR YARD SETBACK	=	25 FEET; HOWEVER, FOR EVERY FOOT THE FRONT YARD IS INCREASED OVER 25 FEET, THE REAR YARD MAY BE DECREASED IN DIRECT PROPORTION THERETO, BUT IN NO CASE SHALL THE REAR YARD BE LESS THAN 10 FEET
MAX. HEIGHT	=	45'
MAX. # OF STORIES	=	3 STORIES

MAX. HEIGHT	=	45'
MAX. # OF STORIES	=	3 STORIES

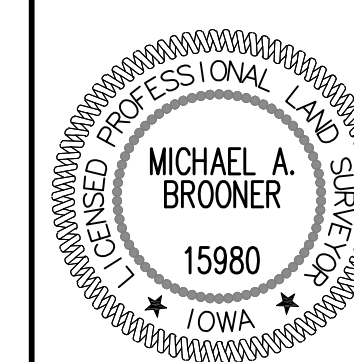
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	19°38'03"	300.00'	102.80'	N80°34'10"E	102.30'
C2	1°38'11"	300.00'	8.57'	N69°55'53"E	8.57'

NOT TO SCALE



GRIMES, IOWA

SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP#15980 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE	_____	_____
SECTION LINE	_____	_____
EASEMENT LINE	_____	_____
BUILDING SETBACK LINE	_____	_____
PLAT BOUNDARY	=====	=====



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.

MICHAEL A. BROONER, P.L.S.

DATE _____

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

REVISIONS	DATE
SECOND SUBMITTAL	02/08/21
PREPARED	11/13/20

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

ENGINEER: _____ TECH: EW _____ REVIEW: _____



CIVIL DESIGN ADVANTAGE

DESTINATION MARKET PLAT 6

FINAL PLAT

GRIMES, IOWA

$$\frac{1}{1}$$



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of March 23, 2021

AGENDA HEADING:

Christian Brothers Automotive – Site Plan

SYNOPSIS:

The applicant is requesting approval of the site plan for a 5,562 square foot Christian Brothers auto service located at 2581 E. 1st Street. The property is located within the C-2 zoning district and is within the Transportation Corridor Mixed Use Development Overlay District.

The issues articulated within the Staff Report regarding the building elevations have now been addressed. The revised elevations were recommended for approval by the Planning & Zoning Commission.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Final Plat - 2019

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 03/02/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the site plan for Christian Brothers Automotive subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: March 2, 2021
RE: Christian Brothers Automotive – Site Plan

GENERAL INFORMATION:

Applicant:

Christian Brothers Automotive Corporation

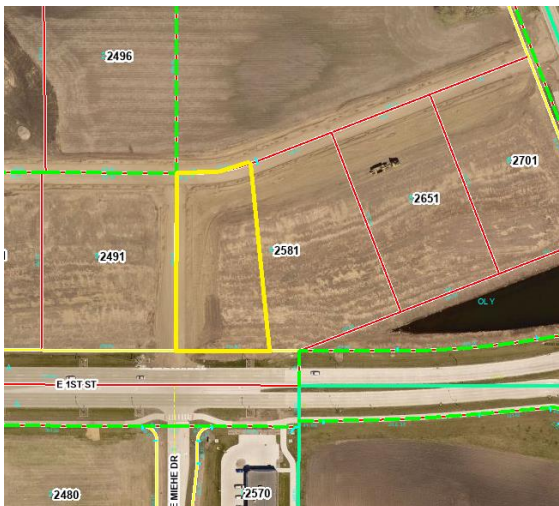
Requested Action

Site Plan

Location

2581 E 1st Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	General Commercial	C-2
North	Vacant	General Commercial	C-2
South	Commercial	General Commercial	C-2
East	Commercial	General Commercial	C-2
West	Vacant	General Commercial	C-2

BACKGROUND:

The applicant is requesting approval of the site plan for a 5,562 square foot Christian Brothers auto service located at 2581 E. 1st Street. The property is located within the C-2 zoning district and is within the Transportation Corridor Mixed Use Development Overlay District.

ANALYSIS:*Building/Elevations:*

The façade is proposed to be principally constructed of brick and limestone with pitched shingle roof. The east façade will have nine garage doors which will face away from the right-of-way. The dumpster enclosure will be constructed of brick to match the building with steel panel gates.

Staff has some remaining comments and concerns on the proposed elevations and are working with the applicant to address them. Staff has suggested incorporating architectural elements that are more consistent with the adjoining developments by including a parapet wall/roof system instead of the pitched roof. In researching other Christian Brothers locations, it appears that similar architecture has been provided elsewhere.

Site Layout:

The site will be accessed from a shared driveway off of NE Telkay Lane. Pedestrian connectivity is provided along E 1st Street, NE Platinum Drive, and NE Telkay Lane. A sidewalk connection is proposed from the Christian Brothers site to future development to the east.

Pole mounted light fixtures will be installed along NE Platinum Drive. No pole light fixtures are proposed within the parking lot. Wall pack lighting will be provided on all sides of the building.

Parking:

The site provides more than the required number of parking spaces for the site with 38 total parking spaces provided.

Landscaping/Streetscape:

The site meets the minimum required number of plantings for the Transportation Corridor Overlay. Landscaping is provided along all project frontages, along the building foundation, and around the transformer to shield it from the right-of-way.

Utilities:

The sanitary sewer will connect to the existing 10" sanitary sewer on the north side of the site and will run south to the building. A sand/oil separator will be installed onsite to accommodate the auto service use.

Water is provided from an existing 10" main to the north side of NE Telkay Lane. A new 8" water service will be constructed south from the existing line to the building. The building is proposed to be fitted with a fire suppression system. An additional hydrant is required to provide coverage for the building.

Detention is handled within the regional detention basin located to the east on the northwest corner of E 1st Street and NW 107th Street. Storm sewer onsite will run south and east to connect to the regional detention basin.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for Christian Brothers Automotive subject to any remaining staff comments.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~February 3, 2021~~

~~February 16, 2021~~

~~February 26, 2021~~

March 15, 2021

Civil Design Advantage

Attn: Doug Mandernach

3045 SE Crossroads Dr, Suite G

Grimes, IA 50111

RE: Christian Brothers Auto Site Plan

Dear Mr. Mandernach:

The Development Services Department is in receipt of a proposed Site Plan for Christian Brothers Automotive. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Please provide SWPPP (\$250) and SWMP (\$1000) fees.~~
- ~~2. Provide a construction schedule.~~
- ~~3. Please add maximum building height to the development summary.~~
- ~~4. Update parking calculations. 34 parking spaces are provided onsite. Staff can count 50% of the bays as parking spaces.~~
- ~~5. Provide detail for ADA signage.~~
- ~~6. Add legal description.~~
- ~~7. Please add a future sidewalk connection from the auto service site to Lot 2.~~
- ~~8. What is the anticipated schedule for the fountain?~~

Sheet 3.1

- ~~1. Label the size of the temporary construction easement.~~

- ~~2. Show location of ADA signage.~~
- ~~3. Move parking on the south side of the building slightly to the west to maintain the same drive aisle width.~~
- ~~4. Are light poles proposed for the parking lot? If so, please add locations to the site plan and provide lighting details and pole heights. Provide a photometric plan.~~
- ~~5. Move handicap parking spaces south of the building to be closer and more protected from traffic.~~
- ~~6. Label the setbacks of the building foundation from all property lines.~~
- ~~7. Provide 150' hydrant coverage and FDC within 100' of a hydrant.~~

Sheet 4.1

- ~~1. Provide blown up detail for ADA parking space grades and slopes.~~
- ~~2. Please provide spot elevations along the north/south sidewalk from E 1st St to NE Telkay.~~
- ~~3. Provide sidewalk isolation joints through driveway by use of expansion joints. Label as expansion joint also.~~

Sheet 5.1

- ~~1. Label size of sanitary service.~~
- ~~2. Label FDC location. Cannot be blocked by parking, landscaping, or other site feature.~~
- ~~3. Label knox box location. Where is the label?~~
- ~~4. Is the grease interceptor supposed to be a sand/oil separator?~~
- ~~5. How will the sanitary sewer service connect to the sewer line?~~
- ~~6. Add note that connection to the existing sanitary sewer is to be made utilizing a Romac saddle or approved equal. Also note the existing sanitary main will need to be pressure tested and televised at the tap location.~~
- ~~7. At the proposed sanitary connection S-3, utilize a "wye" in lieu of a "tee".~~

- ~~8. On callout for S-4 on the sanitary service, switch to 2-45°s instead of 90° bend.~~
- ~~9. Verify services for Lot 2 are out of the proposed pavement.~~
- ~~10. Verify sanitary service of Lot 2 is 6" diameter.~~
- ~~11. Label watermain length. Where are the labels located?~~
- ~~12. No casing is required by the City for bore under NE Telkay.~~
- ~~13. Add a note to call out reducer after hydrant tee where the proposed watermain switches from 8" to 6".~~
- ~~14. Split water into the building between domestic and fire line and provide a curb stop/valve on each 5' outside of the building. Label sizes of water lines after split.~~
- ~~15. Is rip rap needed at the storm outlet into the pond? Label quantity of rip rap.~~
- ~~16. Label existing sanitary MH (north side of building) as minor adjustment to bring to final grade.~~
- ~~17. Provide hydrant coverage~~
- ~~18. Since the hydrant was moved, there will need to be another hydrant on the south end of the building to meet the coverage within 150 feet requirement. Otherwise, move the hydrant back to the previous location.~~

Sheet 6.1

- ~~1. The page is labeled incorrectly. Should be Erosion and Sediment Control.~~
- ~~2. Change the construction entrance to 3" clean stone.~~
- ~~3. Please provide a specification detail for the construction entrance.~~

Sheet L1.1

- ~~1. Add two trees along the east property line to provide 1 tree per 40'.~~
- ~~2. Revise note #4 to say "Sod all disturbed areas.." Please remove reference to seed.~~

Elevations

- ~~1. Provide building elevations.~~
- ~~2. Provide building lighting cut sheets.~~
- ~~3. Please provide additional architectural details on the west elevation to preserve building scale and reduce the negative aesthetic impact of long, large, expansive wall surfaces.~~
- ~~4. Is roof mounted equipment proposed? If so, please show on elevations and provide screening.~~
- ~~5. Some of the labels are shown over the roof and are hard to read. Please move or edit the labels to make them legible.~~
- ~~6. Please make the roof shingles black to match the doors and overhead doors.~~
- ~~7. Provide material percentages.~~
- ~~8. Provide glazing percentages. 40% of the wall length at eye level should be clear glass.~~
- ~~9. Screen meters from ROW~~
- ~~10. While staff appreciates the standards associated with the Christian Brothers organization and brand (green roof and cottage front office), staff would appreciate the incorporation of architectural elements that are more consistent with the adjoining developments. Specially, this would include a parapet wall/roof system in lieu of the proposed pitch roof over the garage/service area. In researching other constructed buildings, it appears that this has been provided elsewhere.~~

SWPPP

- ~~1. Provide SWPPP.~~
2. Provide signed owner's statement.
3. Provide GP#2 permit once it is received.
4. Make sure to update plan sheets with final "approved" plan sheets.

Stormwater Management Plan (SWMP)

- ~~1. Storm sewer spreadsheet: L-2 and L-3 are RCP on plans. Please fix.~~

~~2. Provide signed SWMP.~~

Site Plan

~~1. Sheet C6.1: Please provide erosion control at the end of ST 1.~~

~~2. Sheet C6.1: Should this sheet be labeled erosion control plan?~~

~~3. Sheet C5.1: Update critical crossing label on L-6.~~

~~4. Please provide erosion control at the end of ST 1.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: ~~February 8, 2021~~
February 23, 2021
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: March 2, 2021 at 5:30 at the Grimes City Hall

COUNCIL MEETING: March 23, 2021 at 5:30 at the Grimes City Hall

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

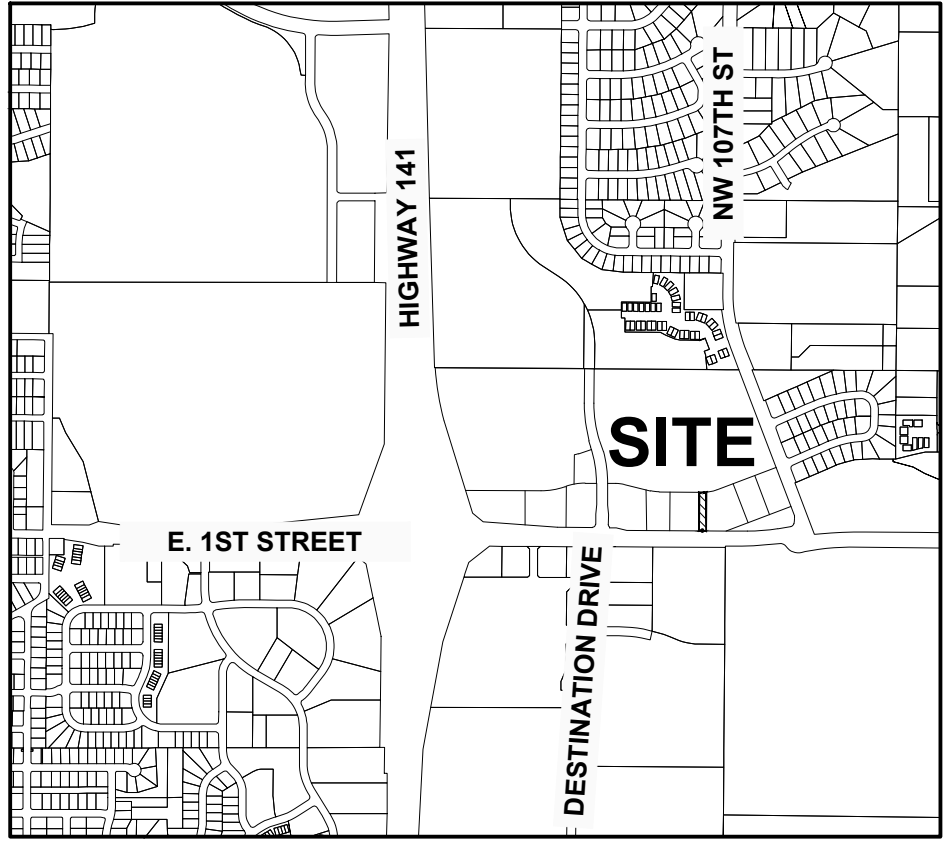
SITE PLAN FOR:

CHRISTIAN BROTHERS

GRIMES, IOWA

VICINITY MAP

NOT TO SCALE



GRIMES, IOWA

LEGAL DESCRIPTION

LOT 1, DESTINATION MARKET PLAT 6, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

INDEX OF SHEETS

NO.	DESCRIPTION
C0.1	COVER SHEET
C1.1	DETAILS
C2.1	TOPOGRAPHIC SURVEY AND DEMOLITION PLAN
C.3.1	DIMENSION PLAN
C4.1	GRADING PLAN
C5.1	UTILITY PLAN
C6.1	EROSION AND SEDIMENT CONTROL PLAN
L1.1	LANDSCAPE PLAN

GENERAL LEGEND

PROPOSED	EXISTING
PROPERTY BOUNDARY	SANITARY MANHOLE
SECTION LINE	WATER VALVE BOX
CENTER LINE	FIRE HYDRANT
RIGHT OF WAY	WATER CURB STOP
BUILDING SETBACK	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SW-501 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SW-502 STORM INTAKE	FLARED END SECTION
TYPE SW-503 STORM INTAKE	DECIDUOUS TREE
TYPE SW-505 STORM INTAKE	CONIFEROUS TREE
TYPE SW-506 STORM INTAKE	DECIDUOUS SHRUB
TYPE SW-512 STORM INTAKE	CONIFEROUS SHRUB
TYPE SW-513 STORM INTAKE	ELECTRIC POWER POLE
TYPE SW-401 STORM MANHOLE	GUY ANCHOR
TYPE SW-402 STORM MANHOLE	STREET LIGHT
FLARED END SECTION	POWER POLE W/ TRANSFORMER
TYPE SW-301 SANITARY MANHOLE	UTILITY POLE W/ LIGHT
STORM/SANITARY CLEANOUT	ELECTRIC BOX
WATER VALVE	ELECTRIC TRANSFORMER
FIRE HYDRANT ASSEMBLY	ELECTRIC MANHOLE OR VAULT
SIGN	TRAFFIC SIGN
DETECTABLE WARNING PANEL	TELEPHONE JUNCTION BOX
WATER CURB STOP	TELEPHONE MANHOLE/VAULT
SANITARY SEWER	TELEPHONE POLE
SANITARY SERVICE	GAS VALVE BOX
STORM SEWER	CABLE TV JUNCTION BOX
STORM SERVICE	CABLE TV MANHOLE/VAULT
WATERMAIN WITH SIZE	MAIL BOX
WATER SERVICE	BENCHMARK
SAWCUT (FULL DEPTH)	SOIL BORING
SILT FENCE	UNDERGROUND TV CABLE
USE AS CONSTRUCTED	GAS MAIN
MINIMUM PROTECTION ELEVATION	FIBER OPTIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE

OWNER/APPLICANT

DESTINATION MARKET LLC
3737 WOODLAND AVE STE 100
WEST DES MOINES, IA 50266
CONTACT: MARK HANRAHAN
EMAIL: MHANRAHAN@OWACA.COM
PH: (515) 309-4002

ENGINEER

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
CONTACT: DOUG MANDERNACH
EMAIL: DOUGM@CDA-ENG.COM
PH. (515) 369-4400
FX. (515) 369-4410

SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
CONTACT: CHARLIE MCGLOTHLEN
EMAIL: CHARLIEM@CDA-ENG.COM
PH. (515) 369-4400
FX. (515) 369-4410

ARCHITECT

CORTLAND MORGAN ARCHITECT
711 N. FIELDER ROAD
ARLINGTON, TX 76012
CONTACT: TRICIA RUSSELL
EMAIL: TRICIA@CMAIA.NET
PH. 817-635-5696
FX. 817-635-5699
CONTACT: DANA KING
EMAIL: DLK-ARCHITECT@OUTLOOK.COM,
PH. (979)-255-6927

DATE OF SURVEY

NOVEMBER 3, 2020

BENCHMARKS

- CUT "X" ON CURB @ NE CORNER OF NE TELKEY LANE AND NE DESTINATION DRIVE.
ELEVATION=984.246
- SET BENCHMARK ON BURY BOLT ON FIRE HYDRANT NORTH OF SITE ON NORTH SIDE OF TELKEY LANE.
ELEVATION=990.358

SUBMITTAL DATES

FIRST SUBMITTAL:	01/25/2021
SECOND SUBMITTAL:	02/08/2021
THIRD SUBMITTAL:	02/22/2021
FOURTH SUBMITTAL:	03/12/2021

ZONING

ZONING: C-2 GENERAL AND HIGHWAY
SERVICE COMMERCIAL
DISTRICT WITHIN
TRANSPORTATION
OVERLAY DISTRICT

PROJECT SITE ADDRESS

2581 NE TELKEY LANE
GRIMES, IA 50111

EXISTING/ PROPOSED USE

EXISTING: UNDEVELOPED
PROPOSED: AUTO SERVICE

DEVELOPMENT SUMMARY

AREA: 1.0 ACRES (43,559 SF)

ZONING: C-2

SETBACKS:

FRONT: 25 FEET
SIDE: NONE
REAR: 25 FEET; HOWEVER, FOR EVERY FOOT THE FRONT YARD IS INCREASED OVER 25 FEET, THE REAR YARD MAY BE DECREASED IN DIRECT PROPORTION THERETO, BUT IN NO CASE SHALL THE REAR YARD BE LESS THAN 10 FEET

OPEN SPACE CALCULATION:

TOTAL SITE:	=	43,559 SF (1.0 AC.)
BUILDING	=	5,562 SF
PARKING AREAS	=	14,767 SF
STREET	=	5,889 SF
SIDEWALK/PATIO	=	2,263 SF
OPEN SPACE PROVIDED	=	15,077 SF (34.60%)

PARKING:

AUTOMOBILE SERVICE, REPAIR: 4 SPACES/SERVICE BAY

REQUIRED:	
SERVICE BAY X 4	= 36 SPACES
PROVIDED:	
SURFACE PARKING	= 34 SPACES
50% SERVICE BAYS	= 4 SPACES
TOTAL PROVIDED	= 38 SPACES

BUILDING HEIGHT: 24'-0"

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = APRIL 2021
ANTICIPATED FINISH DATE = NOVEMBER 2021



UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

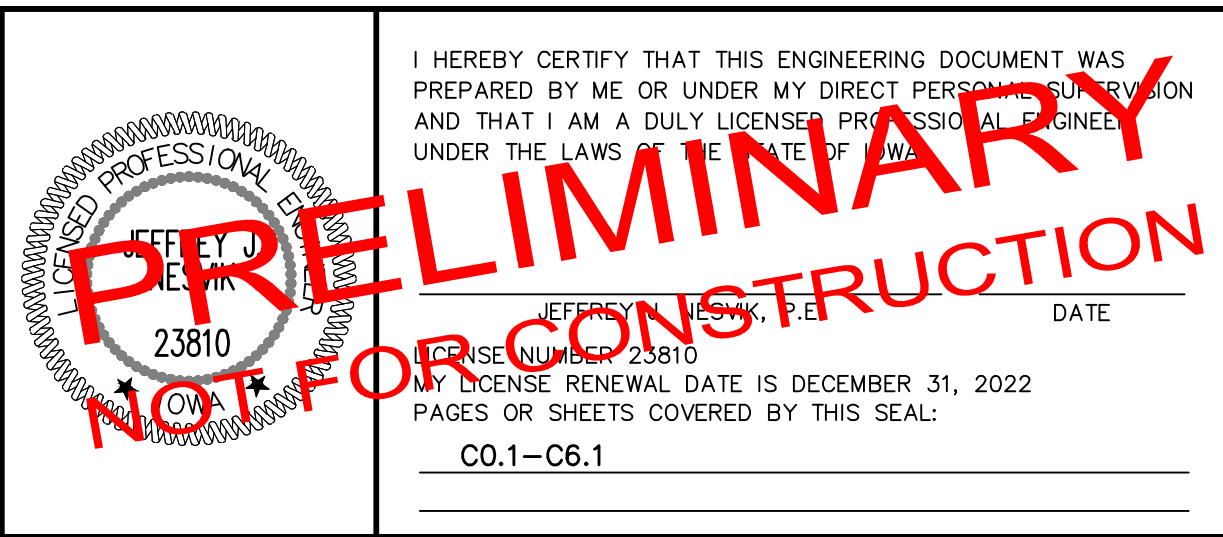


CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DR. SUITE G, GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410
PROJECT NO. 2010.607

THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF GRIMES GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

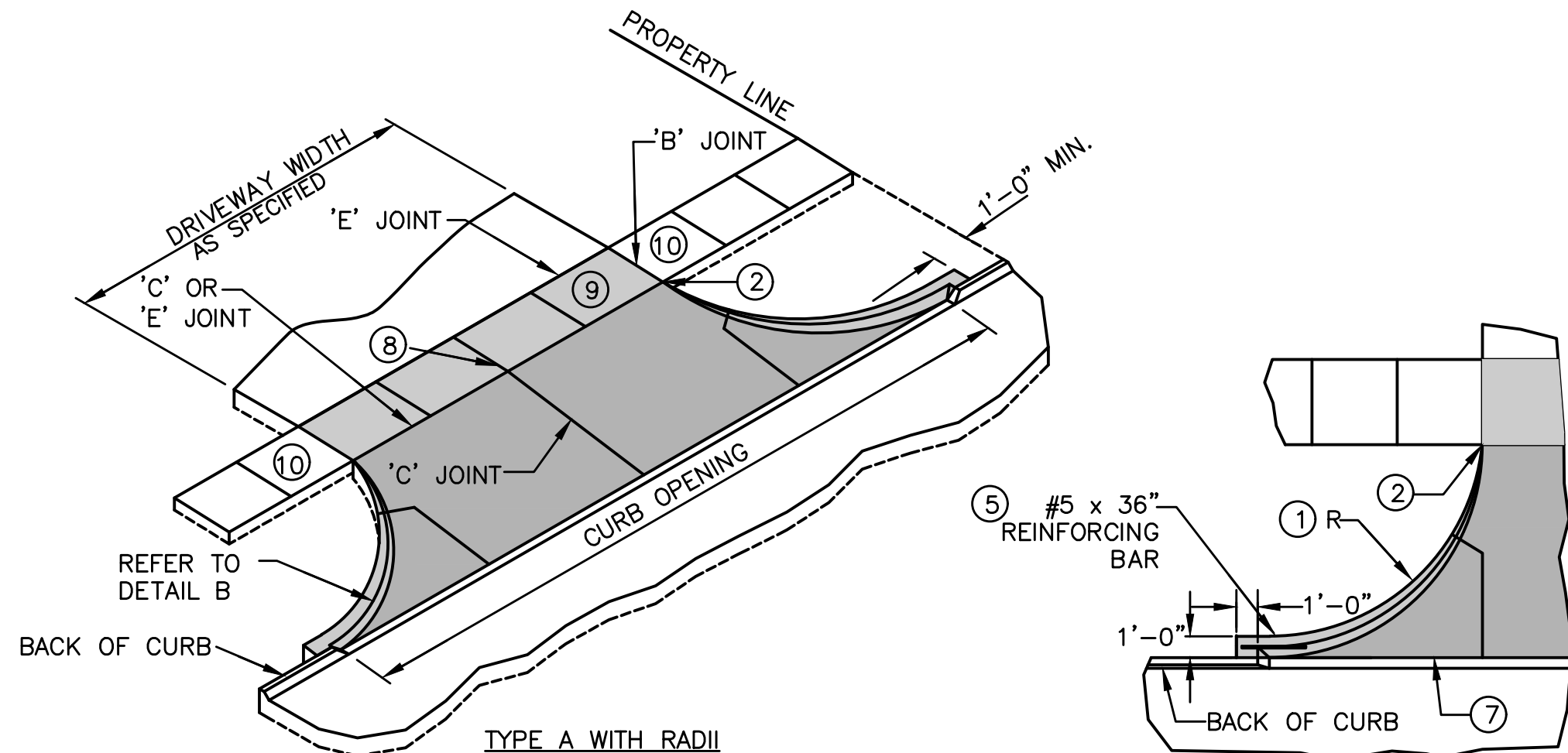
ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

THE 2020 EDITION OF THE SDAS STANDARD SPECIFICATIONS, THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

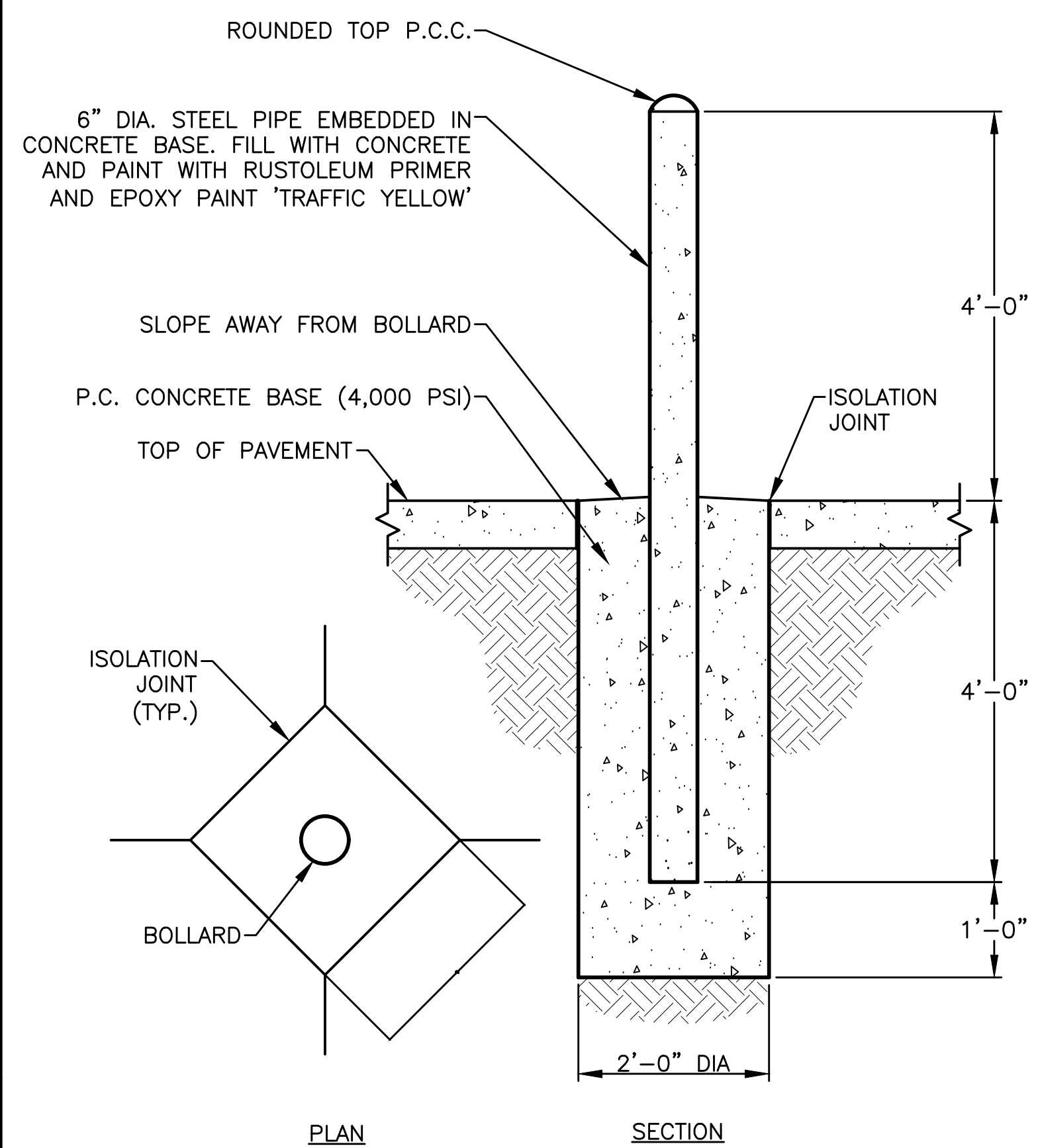


CURB RAMPS WITHIN INTERSECTION RADIUS FOR CLASS B OR C SIDEWALK

- | | |
|---|--|
| <p>① DRIVEWAY RADIUS (R).</p> <p>② TRANSITION THE CURB HEIGHT TO 0 INCHES AT END OF TAPER/RADIUS OR AT THE FRONT EDGE OF SIDEWALK. DO NOT EXTEND RAISED CURB ACROSS SIDEWALK.</p> <p>③ PAVEMENT THICKNESS.
RESIDENTIAL: 6 INCHES MINIMUM.
COMMERCIAL AND INDUSTRIAL: 7 INCHES MINIMUM.</p> <p>④ SIDEWALK THICKNESS THROUGH DRIVEWAY TO MATCH THICKNESS OF DRIVEWAY.</p> <p>⑤ CENTER REINFORCING BAR VERTICALLY IN THE PAVEMENT.</p> <p>⑥ MATCH THICKNESS OF ADJACENT ROADWAY, 8 INCHES MINIMUM.</p> | <p>⑦ PROVIDE 'E' JOINT AT BACK OF CURB UNLESS 'B' JOINT IS SPECIFIED.</p> <p>⑧ FOR ALLEYS, INVERT THE PAVEMENT CROWN 2% TOWARD CENTER OF ALLEY.</p> <p>⑨ TARGET CROSS SLOPE OF 1.5% WITH A MAXIMUM CROSS SLOPE OF 2.0%. IF SPECIFIED IN THE CONTRACT DOCUMENTS, CONSTRUCT THE SIDEWALK THROUGH THE DRIVEWAY 5 FEET WIDE TO SERVE AS A PASSING SPACE.</p> <p>⑩ IF CROSS SLOPE OF ADJACENT SIDEWALK PANEL EXCEEDS 2.0%, REMOVE AND REPLACE TO TRANSITION FROM EXISTING SIDEWALK TO SIDEWALK THROUGH DRIVEWAY. IF ELEVATION CHANGE REQUIRES A CURB RAMP, COMPLY WITH FIGURE 7030.205; VERIFY NEED FOR DETECTABLE WARNING PANEL WITH ENGINEER.</p> |
|---|--|

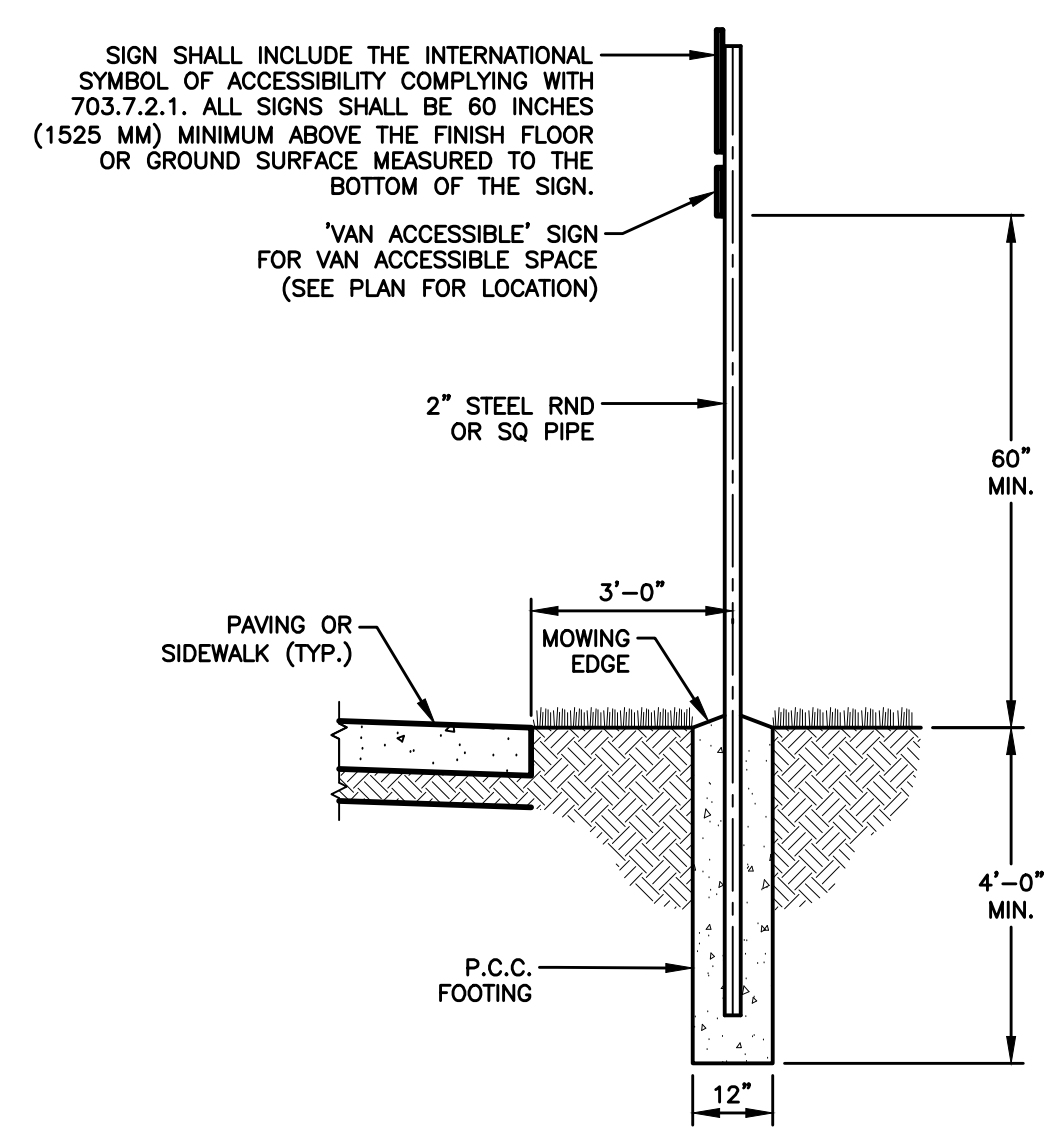


CONCRETE DRIVEWAY TYPE A

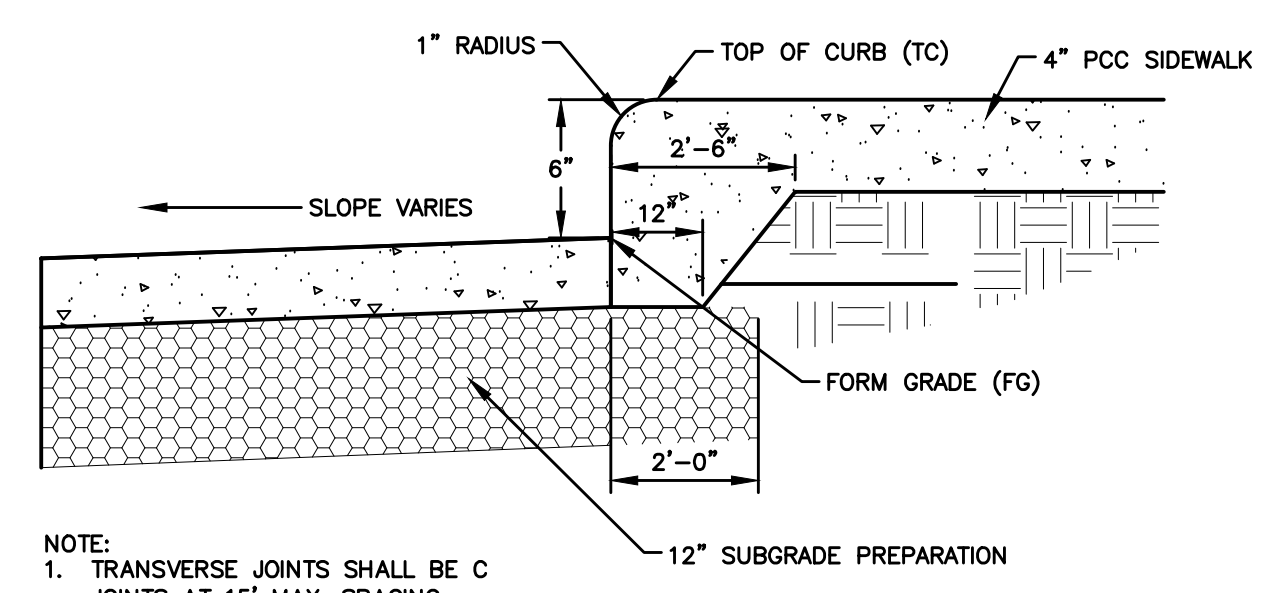


NOTE: SEE ARCHITECTURAL PLANS FOR BOLLARD LOCATIONS AND SIZES

BOLLARD DETAIL



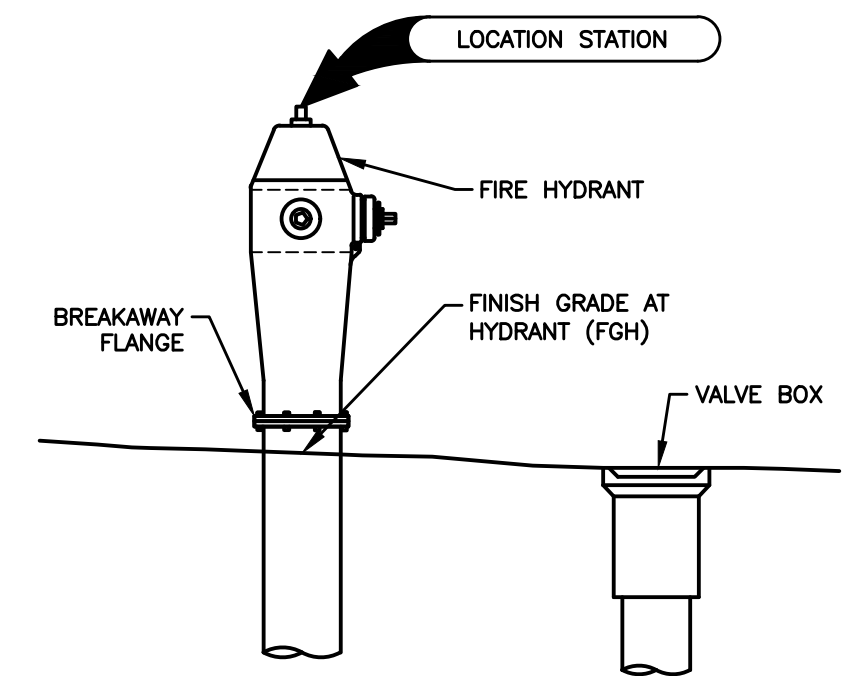
ACCESSIBLE PARKING SIGN



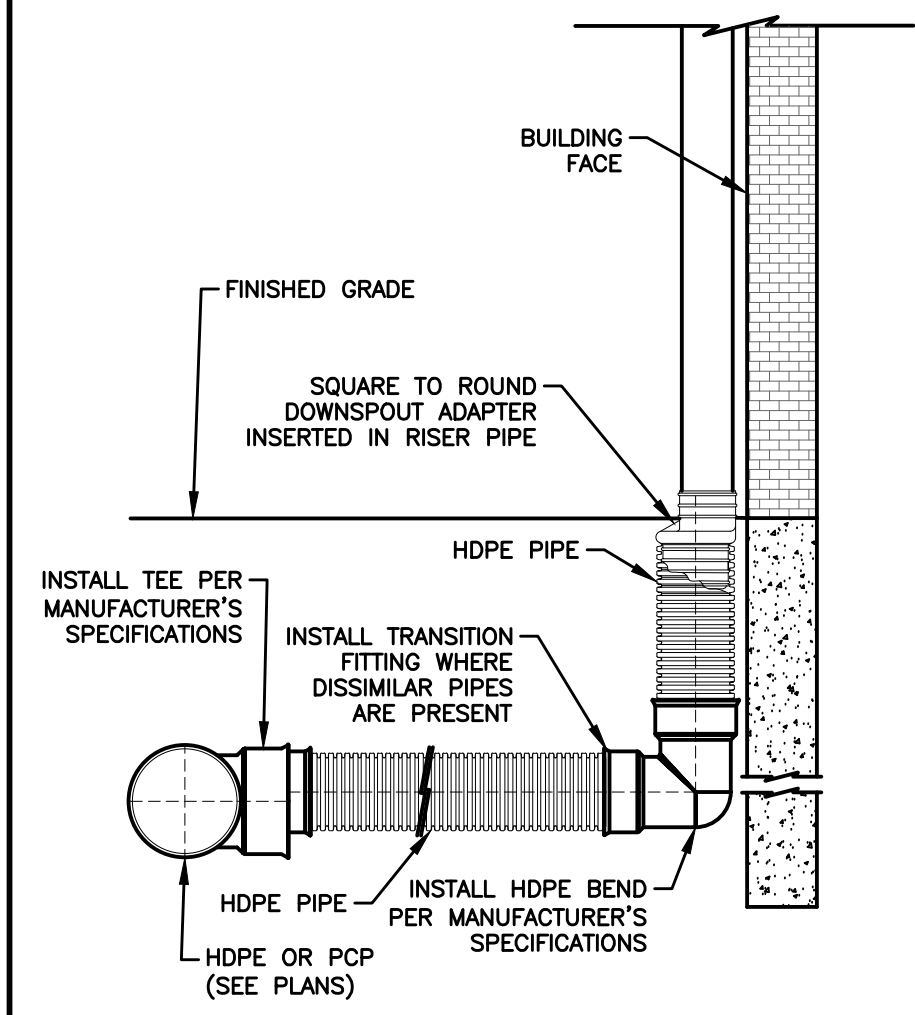
NOTE:

1. TRANSVERSE JOINTS SHALL BE C JOINTS AT 15' MAX. SPACING.
2. LONGITUDINAL JOINTS SHALL BE INTERCHANGEABLE, L-1 OR KT-1.

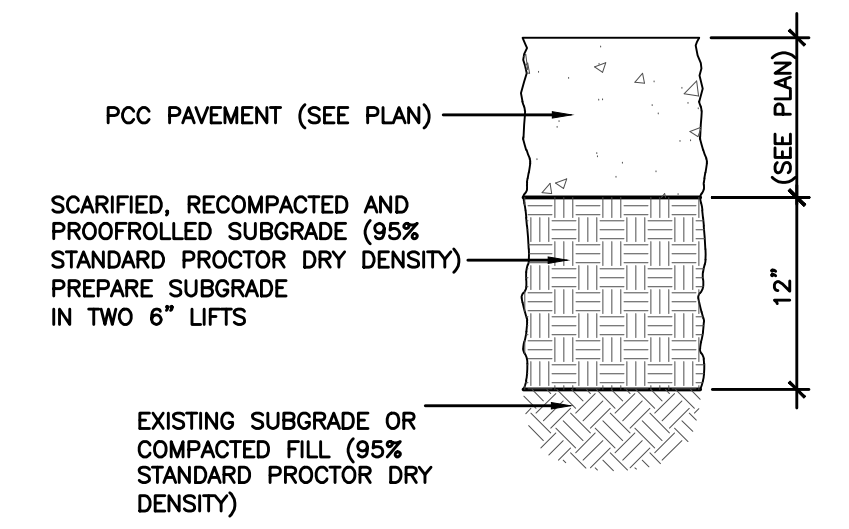
**6" INTEGRAL CURB AND
SIDEWALK**



HYDRANT ASSEMBLY SPOT ELEVATION REFERENCE

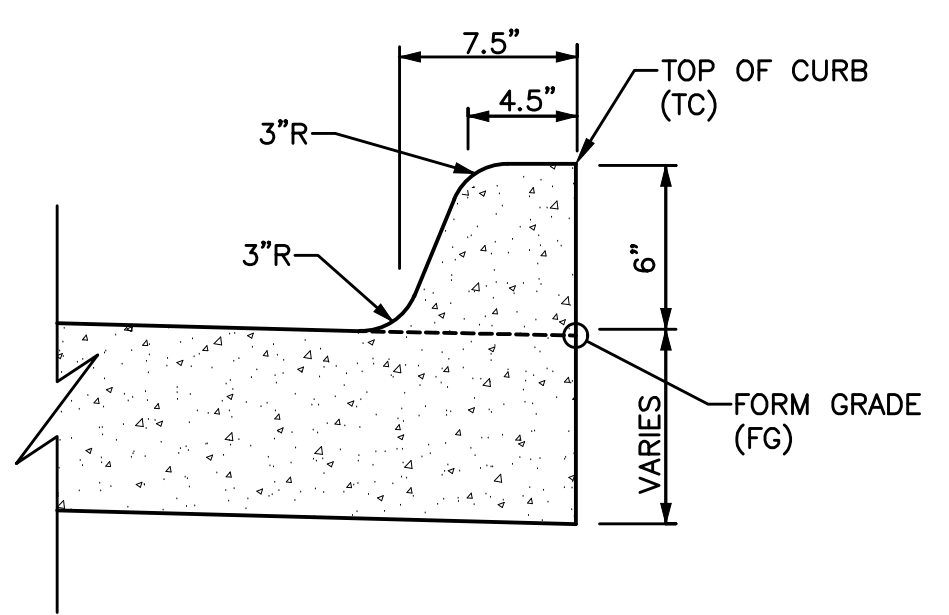


ROOF DRAIN CONNECTION WITH TEE



NOTE:
1. SUBGRADE PREPARATION SHALL EXTEND 24" BEYOND EDGE OF PAVING OR BACK OF CURB. EXCEPT WHEN ABUTTING EXISTING PAVEMENT.

P.C.C. PAVING

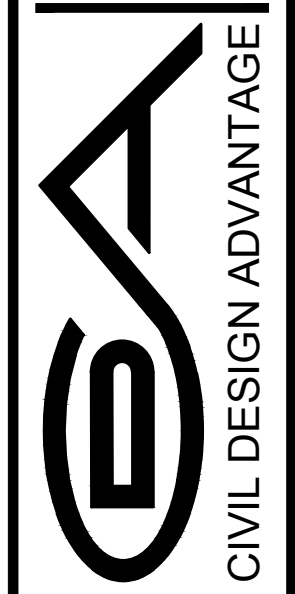


INTEGRAL 6" STANDARD CURB DETAIL AND SPOT ELEVATION REFERENCE DETAIL

REVISIONS	DATE
4TH SUBMITTAL	03/12/2021
3RD SUBMITTAL	02/22/2021
2ND SUBMITTAL	02/08/2021
1ST SUBMITTAL	01/25/2021

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

ENGINEER: JJN



GRIMES, IOWA

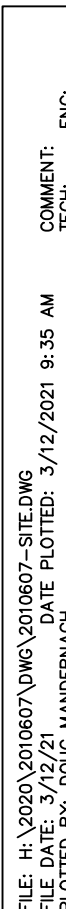
CHRISTIAN BROTHERS

DETAILS

GRIME

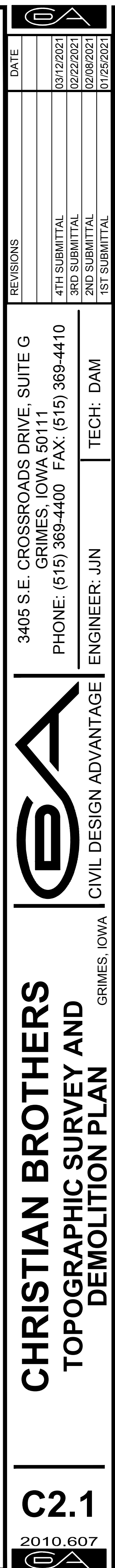
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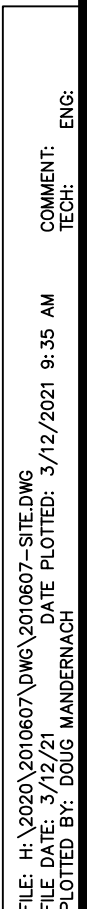
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1. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
2. PRIOR TO DEMOLITION, CONTRACTOR SHALL NOTIFY IN WRITING (48 HRS NOTICE) THE FOLLOWING:
 - A. CITY
 - B. APPROPRIATE UTILITY COMPANIES
 - C. OWNER
 - D. CIVIL DESIGN ADVANTAGE
 - E. ARCHITECT
3. DO NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE NOTED. COORDINATE REMOVAL OR ABANDONMENT OF ALL UTILITIES WITH THE APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.
4. PROTECT EXISTING UTILITIES THAT ARE TO REMAIN. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
5. BACKFILL ALL EXCAVATIONS WITH COHESIVE MATERIAL COMPACTED TO 95% MAXIMUM STANDARD PROCTOR DRY DENSITY AND MOISTURE RANGE OF OPTIMUM MOISTURE TO 4% SOVE OPTIMUM MOISTURE. TESTING OF BACKFILL TO BE BY A GEOTECHNICAL ENGINEER EMPLOYED BY THE OWNER. IN THE EVENT OF A TEST FAILURE, ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
6. FIELD VERIFY EXISTING GRADES AND LOCATION OF EXISTING UTILITIES, CONDUIT, LINES, POLES, TREES, PAVING, BUILDING AND OTHER SITE FEATURES PRIOR TO DEMOLITION AND IMMEDIATELY NOTIFY THE OWNER AND/OR OWNER OF ANY DISCREPANCIES.
7. DEMOLITION NOTES AS SHOWN ON THE PLAN ARE NOT ALL INCLUSIVE. CONTRACTOR TO ABANDON IN PLACE OR REMOVE AND DISPOSE OF ALL EXISTING SITE IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THIS DOCUMENT.
8. ALL CONSTRUCTION/DEMOLITION DEBRIS SHALL BE DISPOSED OF OFFSITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL REGULATIONS.
9. CONSTRUCTION LIMITS SHALL BE CONFINED TO THE SITE BOUNDARY AS NOTED. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.

1. ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY R.O.W. OR LANE CLOSURES.
2. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE CITY.
4. THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
5. SIDEWALK CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES.
6. THE CONTRACTOR SHALL EITHER REMOVE OR PROTECT ANY EXISTING SIDEWALK PAVEMENT, NOT TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
7. ALL SIGNING AND LANE STRIPING WILL NEED TO COMPLY WITH MUTCD. MAINTENANCE AND REPLACEMENT OF THE SIGNING AND STRIPING WILL BE THE RESPONSIBILITY OF THE APPLICANT.

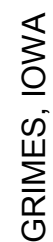




1. SIDEWALKS	4" P.P.C.
2. SIDEWALK CURB RAMPS	6" P.C.C.
3. STANDARD DUTY PAVING	6" P.C.C.
4. TRASH ENCLOSURE	8" P.C.C.

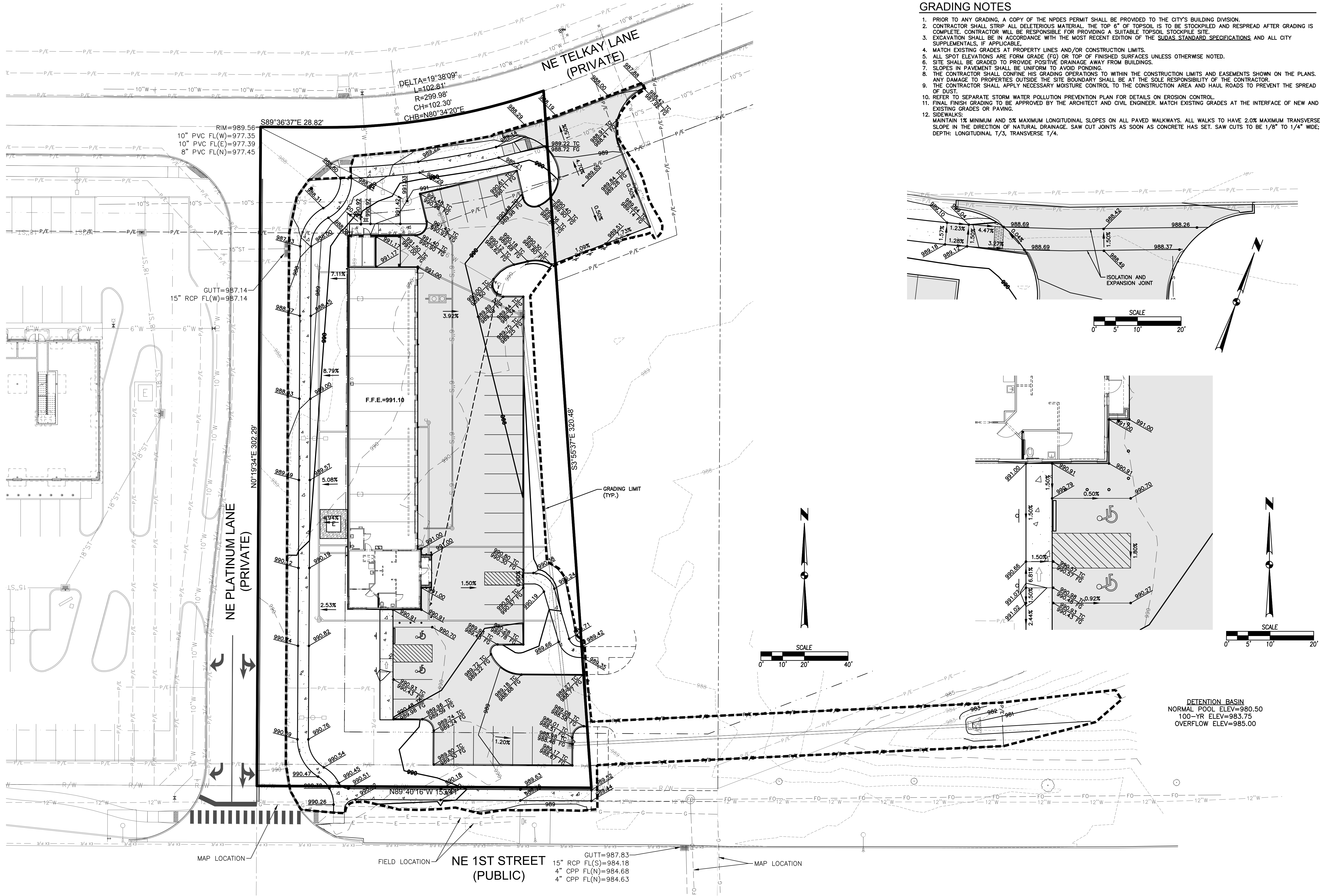
3405 S.E. CROSSROADS DRIVE, SUITE G
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PHONE: (515) 369-4400 FAX: (515) 369-4410

ENGINEER: JLN	TECH: DAM
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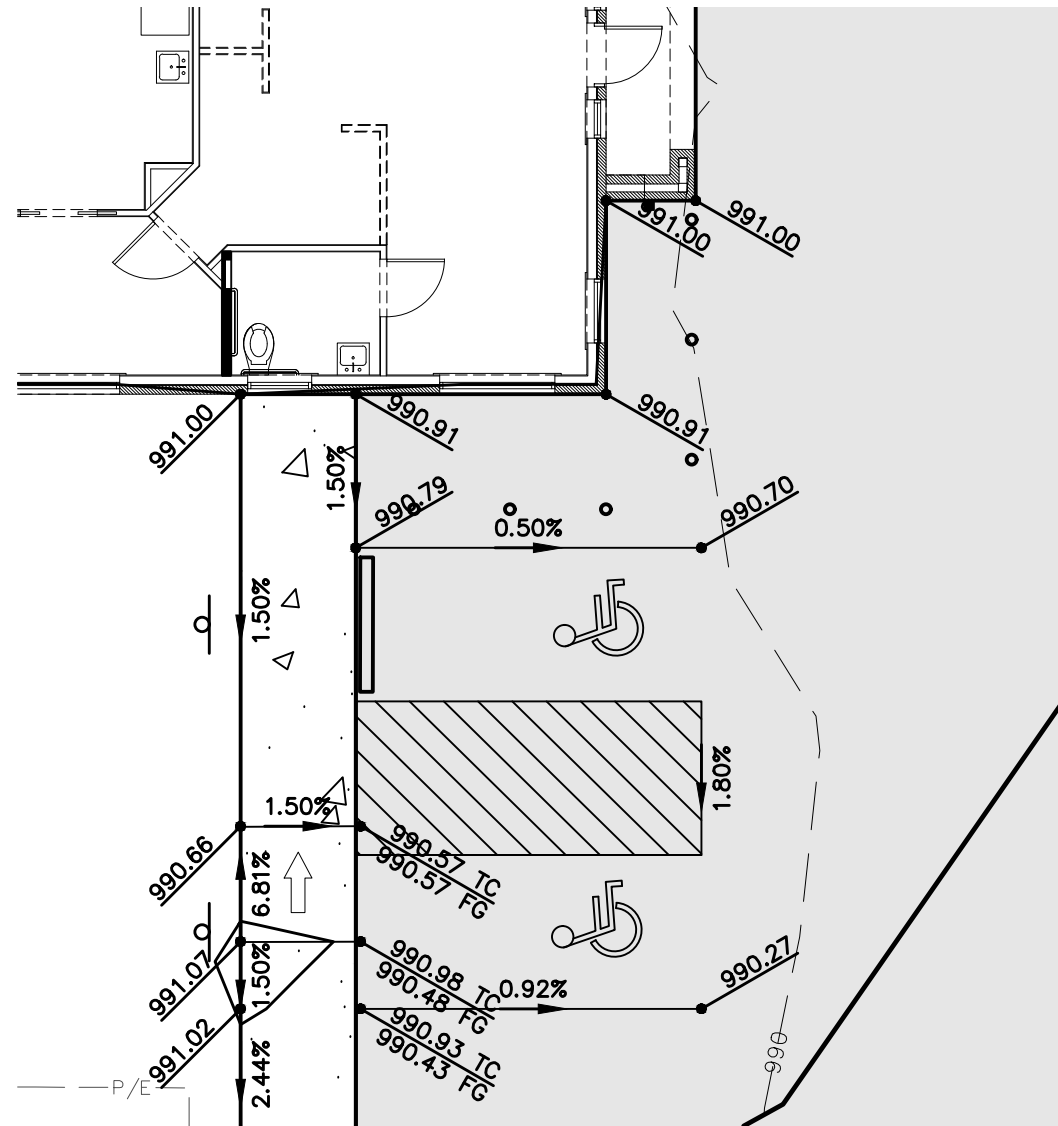
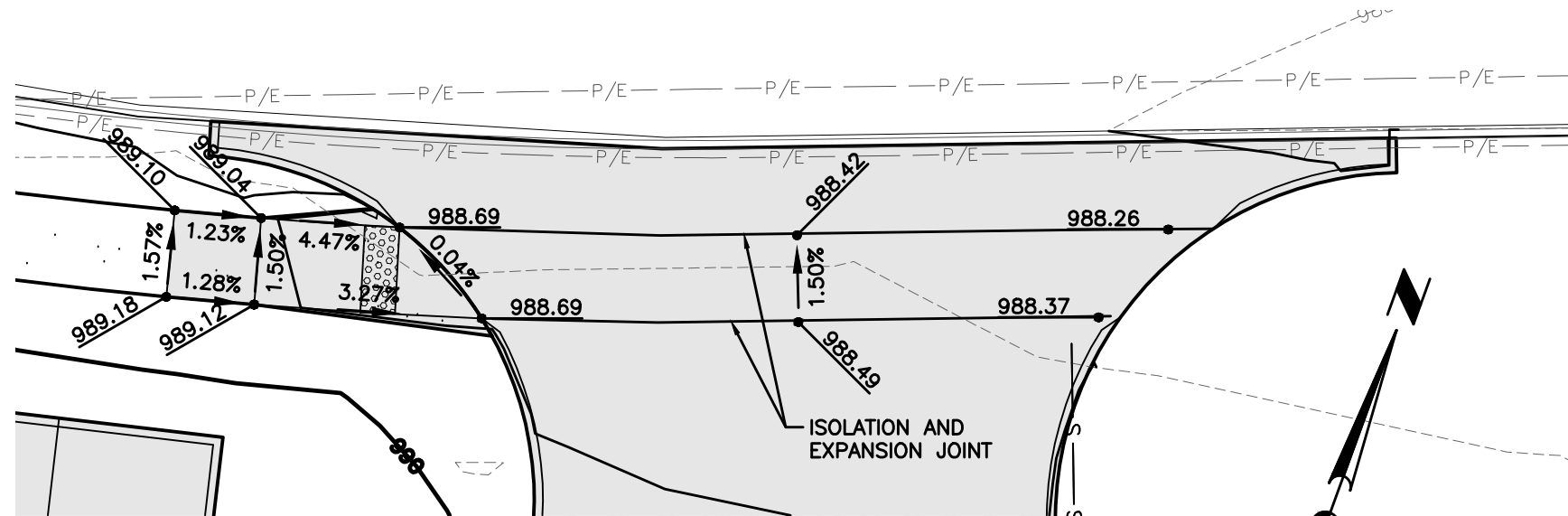
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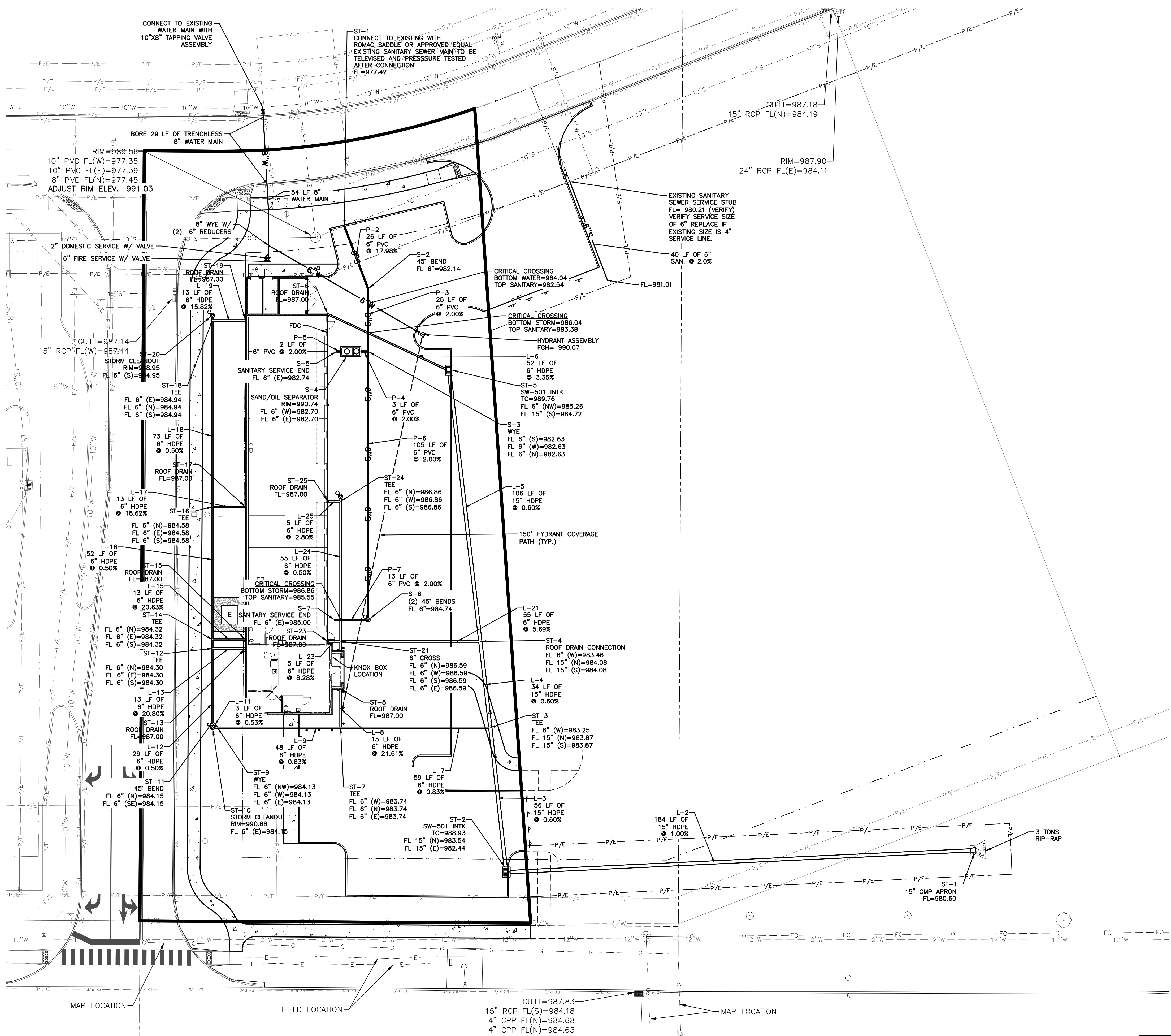
GRADING NOTES

1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY'S BUILDING DIVISION.
2. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPREAD AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
3. EXCAVATION SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE.
4. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
5. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
6. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
7. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
8. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
10. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
11. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
12. SIDEWALKS:
MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE; DEPTH: LONGITUDINAL T/3, TRANSVERSE T/4.



DETENTION BASIN
NORMAL POOL ELEV=980.50
100-YR ELEV=983.75
OVERFLOW ELEV=985.00

DATE	REVISIONS
03/12/2021	4TH SUBMITTAL
02/22/2021	3RD SUBMITTAL
02/08/2021	2ND SUBMITTAL
01/25/2021	1ST SUBMITTAL



UTILITY NOTES

1. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
2. FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
3. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE.
4. BACKFILL ALL UTILITY TRENCHES ACCORDING TO THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS, AND ALL CITY SUPPLEMENTALS. MAINTAIN A MINIMUM OF 5' COVER OVER ALL WATERMAINS.
5. ALL UTILITIES SHALL BE STUBBED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
6. ADJUST ALL MANHOLES AND INTAKES TO FINISHED GRADES.
7. ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
8. 18" MINIMUM VERTICAL CLEARANCE BETWEEN STORM SEWER AND SANITARY SEWER PIPES. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
9. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
10. WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THEREOF. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8889 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
11. ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
13. PRIVATE UTILITIES TO BE INSTALLED PER THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2012 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
14. OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES.
15. CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.

CITY OF GRIMES STANDARD NOTES FOR SITE PLANS

1. GENERAL NOTES:

- a. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS.
- b. A PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING. CONTACT CITY OF GRIMES ENGINEERING DEPT. (515.986.4050).
- c. ALL PERMITS (IDNR, SWP, IDOT, ARMY CORP., ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
- d. THE DEVELOPER AND/OR CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE CITY OF GRIMES WITH RECORD DRAWINGS OF ALL IMPROVEMENTS AS PER CITY STANDARD PROCEDURES.
- e. TYPICAL BUILDING SERVICE LAYOUT TO REFLECT THE CITY'S SERVICE ORDER FROM LEFT TO RIGHT FACING THE LOT, SANITARY, WATER, SUMP.
- f. A KNOX BOX IS REQUIRED BY THE FIRE DEPARTMENT AND SHALL BE OBTAINED AT CITY HALL.
- g. ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHT-OF-WAYS.
- h. PROVIDE A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS.

2. SANITARY SEWER NOTES:

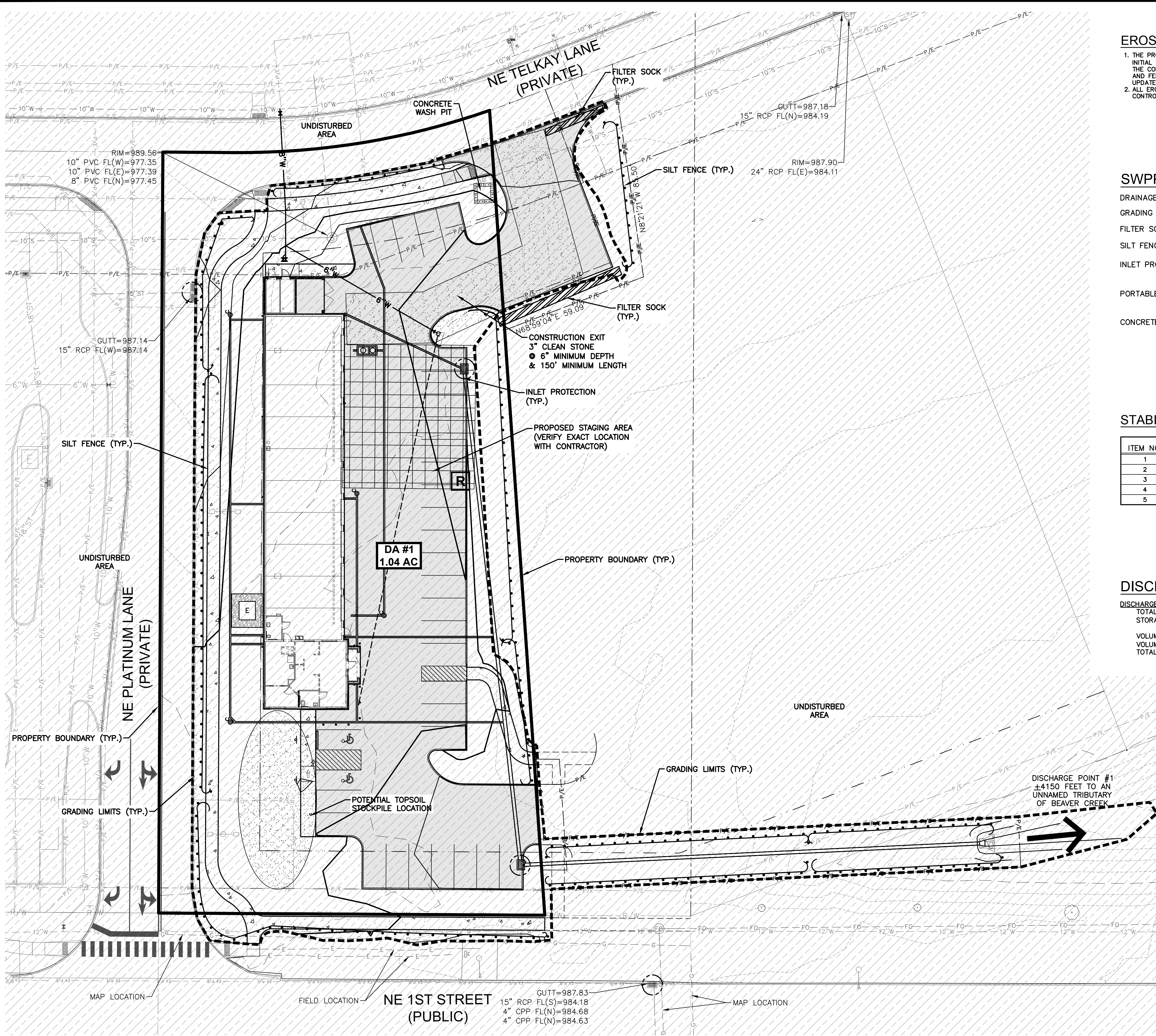
- a. THE CONTRACTOR IS REQUIRED TO PLACE A TEMPORARY PLUG IN THE EXISTING DOWNSTREAM SANITARY SEWER MANHOLE PRIOR TO THE START OF CONSTRUCTION. THE PLUG SHALL BE REMOVED FOLLOWING APPROVAL OF CONSTRUCTION BY THE CITY OF GRIMES.
- b. SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS (8" TO 15").
- c. SANITARY GRAVITY SERVICE PIPE MATERIAL SHALL BE PVC SDR 23.5 (4" TO 6").
- d. ALL SANITARY SEWER MANHOLES SHALL HAVE STEPS.
- e. ALL SANITARY SEWER MANHOLES CASTINGS SHALL BE SEALED WITH HEAT SHRINK SLEEVES.
- f. ALL SANITARY SEWER MANHOLE CASTINGS LOCATED WITHIN PAVEMENT SHALL BE TYPE B-PCC W/ADJUSTING MECHANISM.
- g. SANITARY SEWER TESTING, CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISION.

3. WATER MAIN NOTES:

- a. ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL-WATEROUS PACER WB-67-250, MUELLER SUPER CENTURION 250 (3-WAY A-423), OR CLOW MEDALLION F-2545. ALL HYDRANTS SHALL HAVE THE FOLLOWING: 6" MJ SHOE, 2-1/2" HOSE NOZZLE, 4-1/2" STEAMER NOZZLE, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
- b. ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
- c. A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
- d. ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
- e. WATER SERVICE SHALL BE 1-INCH MINIMUM TYPE K COPPER.
- f. PROPOSED WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED BY THE DEVELOPER. THE FILLING OF THE WATER MAIN SHALL BE DONE BY THE CITY OF GRIMES. THE BACTERIA TEST AND SUBMITTAL OF TEST TO LAB SHALL BE DONE BY THE DEVELOPER AND RESULTS PROVIDED TO THE CITY OF GRIMES ENGINEERING DEPT. AND BY FAX TO US WATER AT 515-986-7300. IF THE TEST DOES NOT PASS, THE CONTRACTOR WILL BE REQUIRED TO PAY FOR ALL THE WATER USED TO REPEAT THE TEST.
- g. ALL WATERMAIN FITTINGS TO BE RESTRAINED JOINT, MEGA-LUG OR APPROVED EQUAL.

4. STORM SEWER NOTES:

- a. ALL STORM SEWER IN THE ROW SHALL BE RCP, UNLESS OTHERWISE APPROVED BY THE CITY.
- b. ALL FLARED END SECTIONS SHALL HAVE FOOTINGS AND APRON GRATES. THE LAST 3 PIPE SECTIONS AND THE FLARED END SECTION ON ALL CULVERTS SHALL BE TIED. ALL STORM SEWER JOINTS SHALL BE WRAPPED WITH ENGINEERING FABRIC.
- c. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY FIELD TILE DAMAGED DURING CONSTRUCTION. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES.
- d. STORM SEWER CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISION.
- e. USE O RING GASKETS ON STORM SEWERS CROSSING OVER WATERMAIN PER IDNR REQUIREMENT.



EROSION CONTROL NOTES

1. THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMIT AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL REQUIREMENTS OF THE SWPPP AND LOCAL, STATE AND FEDERAL REQUIREMENTS. THE OWNER SHALL EMPLOY A SEPARATE FIRM TO PROVIDE SWPPP MONITORING AND UPDATES. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH THE SELECTED FIRM.
2. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED ACCORDING TO SUDAS CHAPTER 7 EROSION AND SEDIMENT CONTROL.

SWPPP LEGEND

DRAINAGE ARROW	X.XX %	AREA TO BE SEEDED	
GRADING LIMITS		STRAW MAT	
FILTER SOCK		UNDISTURBED AREA	
SILT FENCE		RIP-RAP	
INLET PROTECTION		GRAVEL ENTRANCE	
PORTABLE RESTROOM		STAGING AREA	
CONCRETE WASHOUT PIT			

STABILIZATION QUANTITIES

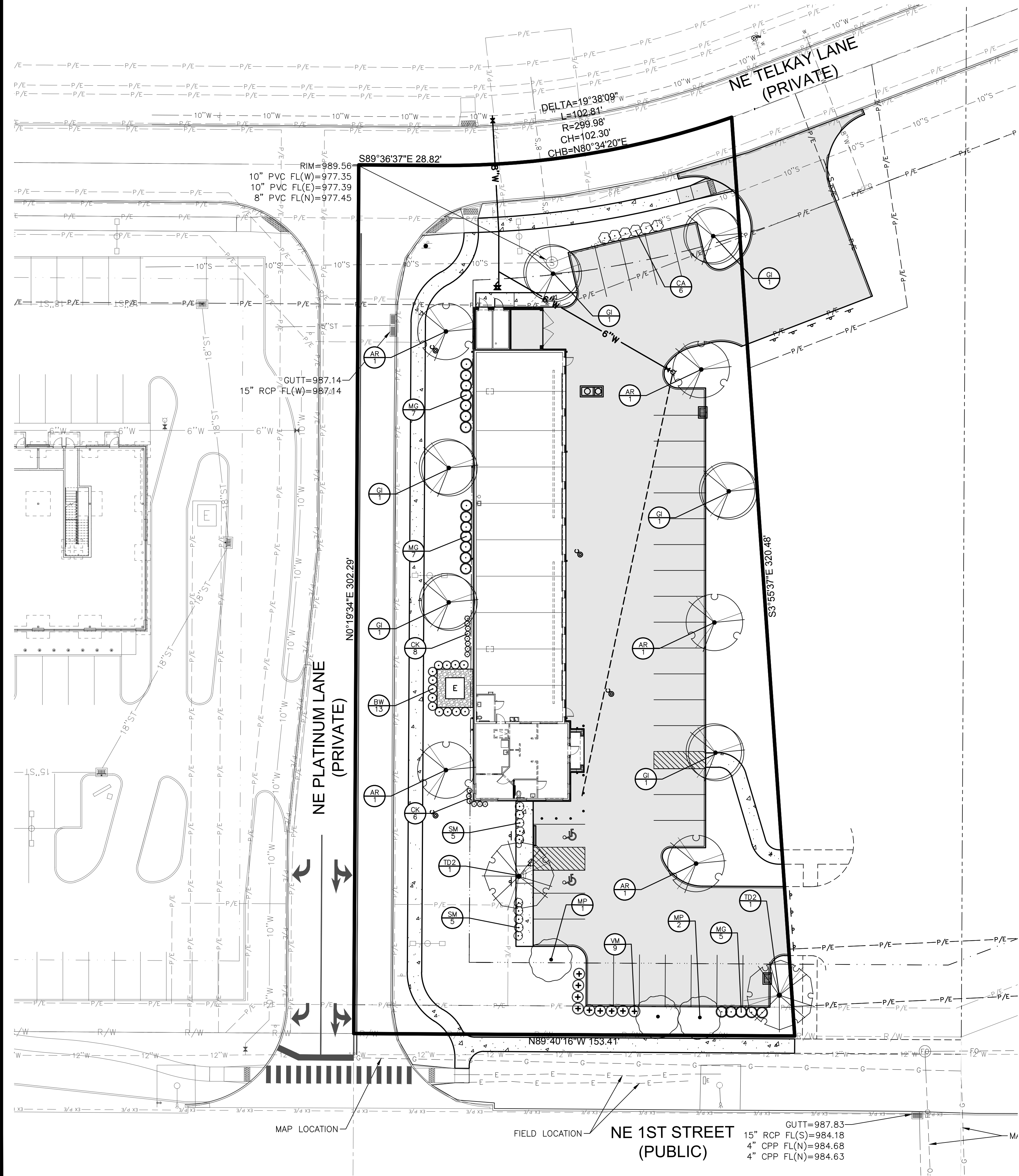
ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	1,302
2	FILTER SOCK	LF	77
3	SEEDING, FERTILIZING, AND MULCHING	AC	0.45
4	INLET PROTECTION DEVICES	EA	4
5	CONCRETE WASHOUT PIT	EA	1

DISCHARGE POINT SUMMARY

DISCHARGE POINT #1 TO AN UNNAMED TRIBUTARY OF LITTLE BEAVER CREEK ±4150 FT	1.04 ACRES
TOTAL AREA DISTURBED TO DISCHARGE POINT	3,744 CU FT
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	
VOLUME PROVIDED IN FILTER SOCK (77 LF @ 2.0 CU FT/LF OF SOCK)	154 CU FT
VOLUME PROVIDED IN SILT FENCE (1,302 LF @ 4.5 CU FT/LF OF FENCE)	5,859 CU FT
TOTAL VOLUME PROVIDED	6,013 CU FT

NOTES:

1. IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENTS.
2. DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED PRIOR TO THE SITE SHUTTING DOWN FOR WINTER CONDITIONS.
3. WASTE FROM CONCRETE WASHOUT ACTIVITIES AND FROM WET SAWING OF CONCRETE IS NOT ALLOWED TO BE DISCHARGED TO SURFACE WATERS AND IS NOT ALLOWED TO ADVERSELY AFFECT A WATER OF THE STATE.



LANDSCAPE NOTES

1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
3. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
4. SOD ALL DISTURBED AREAS AS DIRECTED BY OWNER.
5. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
6. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
7. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A MINIMUM DEPTH OF 3". ALL GROUPS OF MORE THAN ONE SHRUB SHALL BE MULCHED IN A CONTINUOUS BED, SEPARATED FROM TURF BY A 3" SPADE-CUT EDGE. MULCH AROUND ALL CONIFEROUS TREES SHALL BE A 10' DIAMETER CIRCLE. ALL EDGING SHALL BE SPADE-CUT EDGE.
8. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
9. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
10. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
13. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER FOR APPROVAL.

LANDSCAPE REQUIREMENTS

PARKING LOT ABUTTING PUBLIC RIGHT OF WAY:
1 TREE PER 40 LF AND 1 SHRUB PER 10 L.F. BETWEEN VEHICLE USE AREAS AND RIGHT OF WAY.

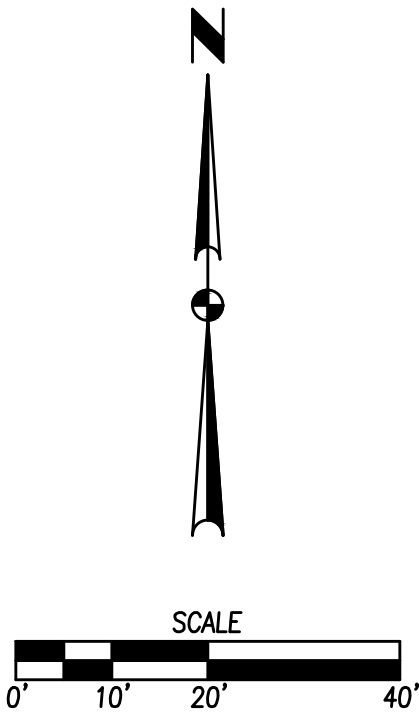
FOUNDATION PLANTINGS, INCLUDING DECIDUOUS AND CONIFEROUS SHRUBS, AND PERENNIALS, SHALL BE PLANTED ALONG THE FRONTS AND SIDES OF BUILDING

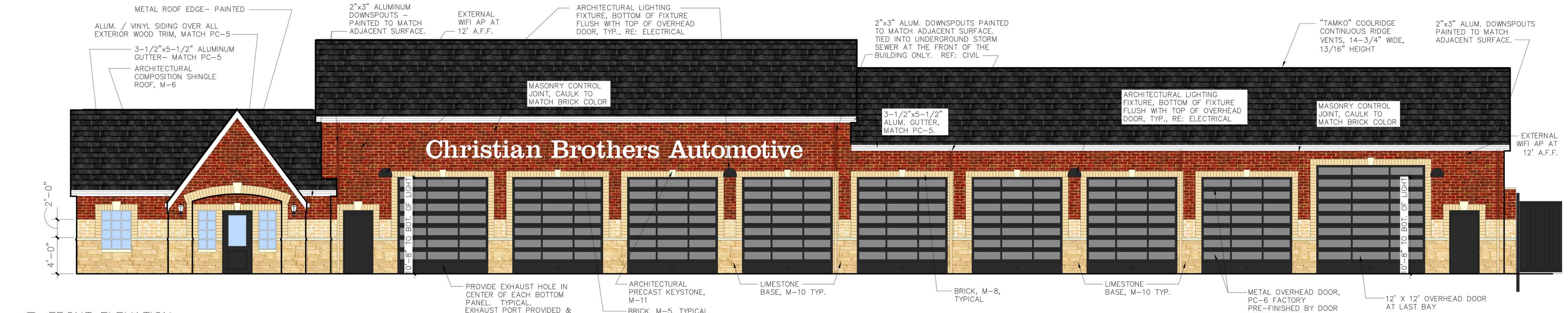
REQUIRED:
E 1ST STREET (140 FT.)
TREES = 4
SHRUBS = 14

PROVIDED:
TREES = 4
SHRUBS = 14

PLANT SCHEDULE

TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
AR	5	Royal Red Maple	Acer platanoides 'Royal Red'	B&B, 1.5" CALIPER
GI	6	Impcoale Honeylocust	Gleditsia triacanthos 'Impcoale' TM	B&B, 1.5" CALIPER
MP	3	Prairifire Crab Apple	Malus x 'Prairifire'	B&B, 1.5" CALIPER
TD2	2	Dropmore Linden	Tilia x flavescens 'Dropmore'	B&B, 1.5" CALIPER
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
BW	13	Wintergreen Boxwood	Buxus microphylla 'Wintergreen'	5 GAL
CK	14	Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	3 GAL
CA	6	European Variegated Dogwood	Cornus alba 'Argenteo-marginata'	5 GAL
MG	19	Maiden Grass	Miscanthus sinensis 'Gracillimus'	3 GAL
SM	10	Miss Kim Lilac	Syringa patula 'Miss Kim'	5 GAL
VM	9	Southern Arrowwood	Viburnum dentatum 'Blue Muffin'	5 GAL

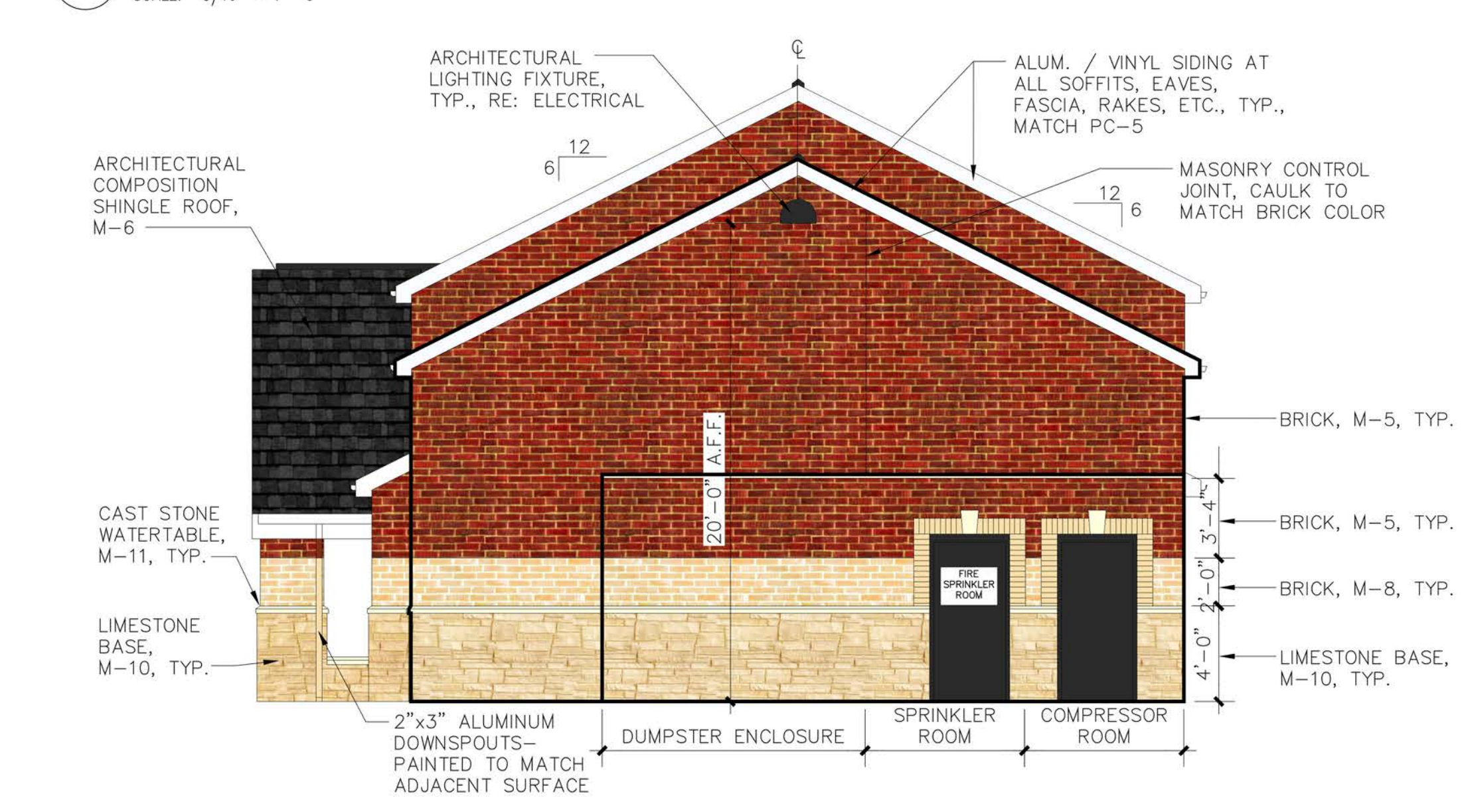




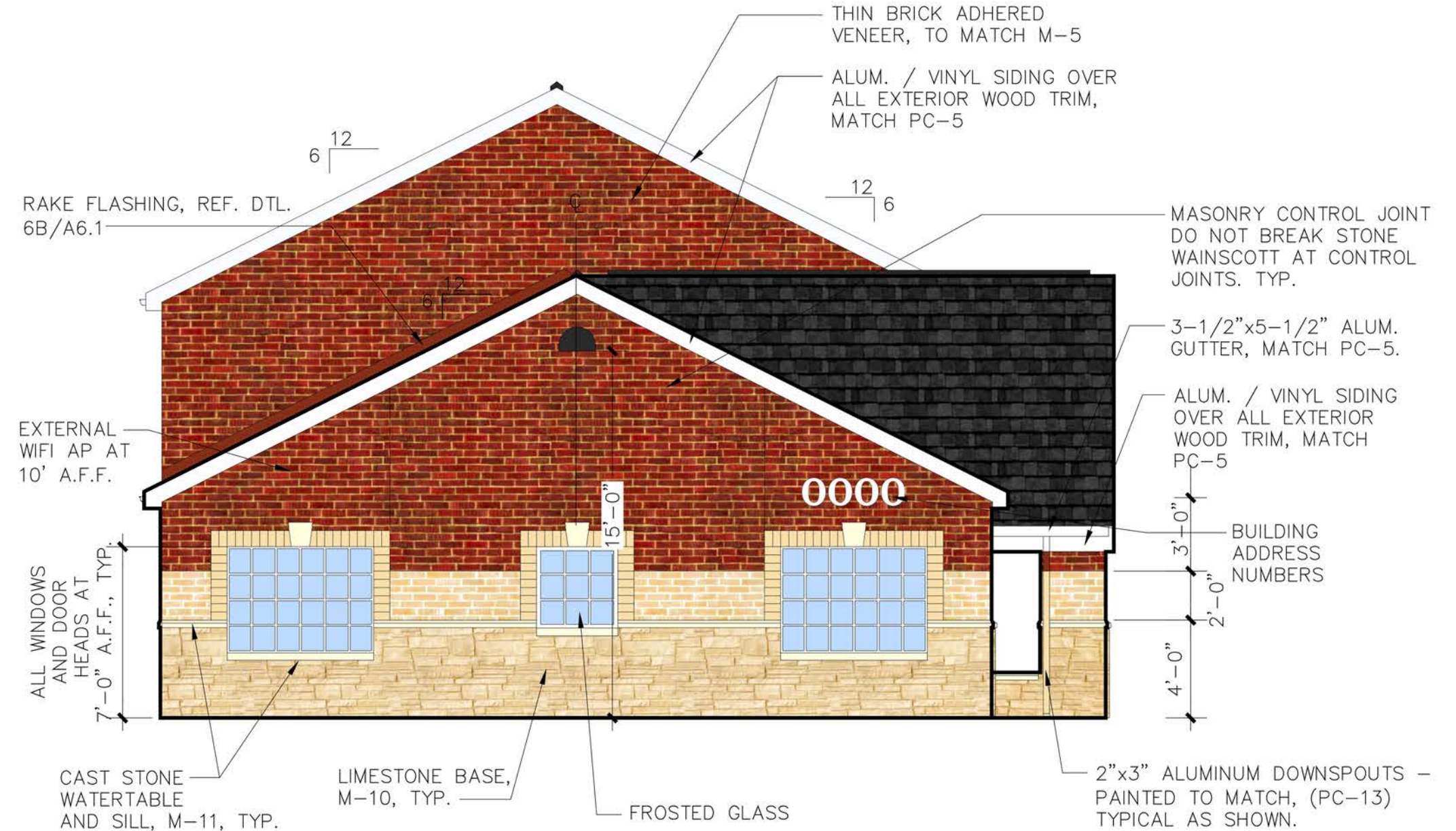
5 FRONT ELEVATION
SCALE: 3/16" = 1'- 0"



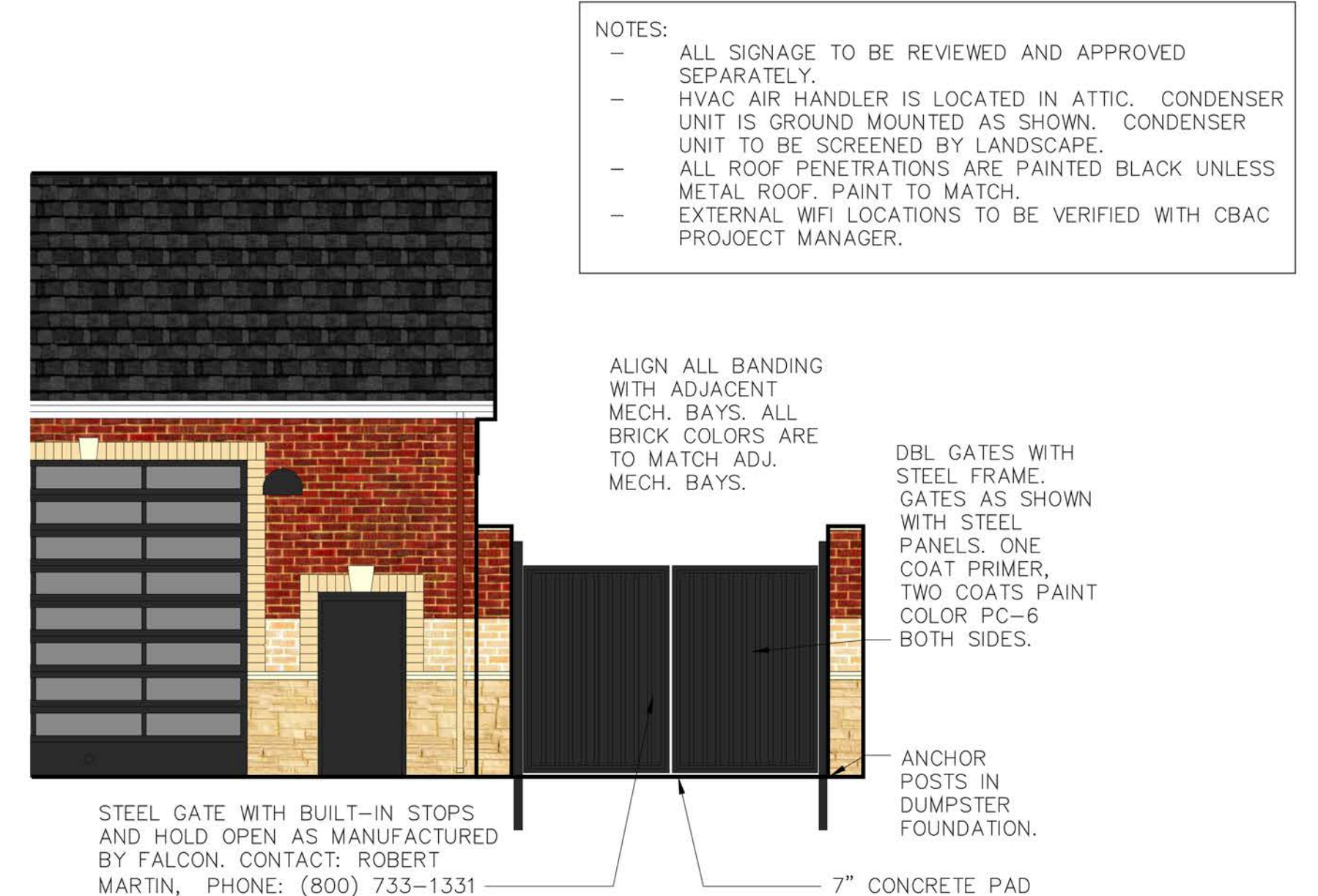
4 BACK ELEVATION
SCALE: 3/16" = 1'- 0"



3 RIGHT SIDE ELEVATION
SCALE: 3/16" = 1'- 0"



2 LEFT SIDE ELEVATION
SCALE: 3/16" = 1'- 0"



1 DUMPSTER ENCLOSURE ELEVATION
SCALE: 3/16" = 1'- 0"

PC-5	PAINT	SEMI-GLOSS	SHERWIN WILLIAMS	MARSHMALLOW SW 7001
PC-6	PAINT	SEMI-GLOSS	SHERWIN WILLIAMS	BLACK
M-5	BRICK	ACME BRICK CO., 8" NOM. 2 1/4" MODULAR BRICK, COLOR: BURGANDY, MORTAR COLOR 'WHITE'		
M-6	COMPOSITION SHINGLE ROOF	CERTAINTED LANDMARK 30 AR, COLOR: "MOIRE BLACK"		
M-8	BRICK	ACME BRICK CO., 8" NOM. 2 1/4" MODULAR BRICK, COLOR: GLACIER WHITE, MORTAR COLOR 'WHITE'		
M-10	LIMESTONE VENEER	1 1/2" THIN STONE VENEER, BUECHEL STONE; ASHLAR; WHITE COUNTRY SQUIRE; MORTAR COLOR 'WHITE'		
M-11	CAST STONE	PRE-CAST STONE WATERTABLE AND SILL, COLOR: WHITE, SEE A-5 FOR PROFILES		

MATERIAL CALCS:
- LEFT SIDE WALL LENGTH = 34'
- LEFT SIDE WINDOW LENGTH = 15'-4"
- LEFT SIDE WALL = 45% LINEAR GLASS
- ALL SIDES ARE 100% MASONRY (BRICK AND STONE)

TYPICAL NOTES FOR ALL ELEVATIONS

- 2'-0" BAND, JAMBS, HEADS OF DOORS AND WINDOWS, AND ACCENT IN GABLES AT ENTRY AND SIDE ELEVATIONS TO BE BRICK COLOR M-8
- ALL MASONRY SURFACES ARE TO BE SPRAYED WITH WATER-PROOFING SEALER, PROSOCO INC. BLOCK GUARD AND GRAFFITI CONTROL #40093 - PH: 800-255-4255
- ALL DOWN SPOUTS ARE TO BE PAINTED TO MATCH THE COLOR OF THE WALL MATERIAL BEHIND IT.
- ALL WOOD TRIM AT SOFFITS, EAVES, FASCIAS, RAKES, ETC. TO BE ALUMINUM OR VINYL SIDING OVER EXPOSED WOOD.
- ALL EXTERIOR LIGHTS ARE TO BE ON PHOTO CELL. TYPICAL OF ALL ELEVATIONS.
- GUTTERS TO BE SLOPED PER MANUFACTURER TO ENSURE PROPER DRAINAGE.
- FINISH GRADE TO BE MIN. 6" BELOW FINISH FLOOR.

SEAL HERE:

DATE: 3/2/21

I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: *[Signature]* DATE: 3/2/21

PRINTED OR TYPED NAME: CORTLAND MORGAN

LICENSE NUMBER: 3554

LICENSE RENEWAL DATE IS JUNE 30, 2021

PAGES OR SHEETS COVERED BY THIS SEAL: A-4.1



711 N. FIELDER RD.
ARLINGTON, TX 76012
PH: (817) 635-5696
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Christian Brothers Automotive
2581 NE Telkay Lane
Grimes, IA 50111

Christian Brothers Automotive
17795 Katy Freeway, St. 200
Houston, TX 77044

DATE

DATE

Revisions

1/26/21 - Issued For Site Plan Submittal
3/2/21 - Revised For Site Plan Submittal

Project No. 21-08

Drawn By:

Date: 3/2/21

Sheet Title:

EXTERIOR ELEVATIONS

Drawing No.

A-4.1
9LH-11-2020

**PLAN FOR
GROWTH
WITH
DISTINCTION**

CITY OF
GRIMES

**DEVELOP WITH
CHARACTER
IN GRIMES**



When adding the high quality amenities that young families want, use low-cost touches to make them feel distinctively home-town. Give residents service and pride while inspiring visitors to return over and over.

GRIMES: GROWTH WITH DISTINCTION

Grimes' Public Art Master Plan offers vision and strategy to align visual and thematic touches with citizens' cultural values and the City's goals and strategies. Integrating cultural features and programming with existing city investments saves money while delivering on the Strategic Plan's promise to beautify shared spaces, and build a sense of place in Grimes that citizens will be proud of and visitors will share and return for.

Even with rapid development, Grimes can preserve its neighborly connection and continue to find value in its historic roots as a small, farming town. Inspired by agriculture and rural life, it has a proud water tower and a steer ranch, but it is not a farm. There is not a strong tie to agriculture, but *there is strong alignment with both the style and qualities of rural and country life*. Residents won't be impressed by investment in 'art projects.' But they will love to feel at home when the amenities they already want are distinctive and fun. Give visitors to Grimesplex features they can appreciate in between games, take pictures of, and look forward to coming back to, like buying ice cream and Grimes Sweet Corn on the Cob at local shops every time they visit.

This plan's findings from citizen and staff input are consistent with the Grimes' Strategic Plan. Recommendations are organized with strategic Plan goals, and are presented in the following pages.

WHAT TO DO

Apply placemaking themes, i.e. Cultural Values every time Grimes develops and grows.

Residents and visitors want to feel connected to the things that make Grimes feel like home.

HOW TO DO IT

When providing the high-quality amenities young families want, make them in a way that honors community values. This is not about 'branding' or art.' It is about making choices to ensure that new amenities consistently work hard for Grimes and are well-loved.

WHERE TO DO IT

Everywhere the city prepares to invest in infrastructure or programming. Everywhere there's high density of traffic or public gathering.

AMENITIES OF CHARACTER MADE FOR GRIMES

This plan *aligns with the findings and structure of the Grimes Strategic Plan.*

The Grimes Strategic Plan's **Principles** and robust staff and community input identified **Cultural Values**.

Cultural Values, combined with **Goals from the Strategic Plan** and **near-term city priorities** inform the **Opportunities**.

Tactics are the how a designer uses values to achieve a vision—they are ready to ***apply to any Opportunity.***

***Find out who
you are and do
it on purpose.
—Dolly Parton***

AMENITIES OF CHARACTER MADE FOR GRIMES

PRINCIPLES COMMUNITY VALUES

BEAUTIFUL COMMUNITY

Hometown Heritage
Recognizable Visuals
Unique Sense of Place

COMMUNITY CONNECTEDNESS

Supporting Neighborly Community

GROWING LOCAL BUSINESS COMMUNITY

Local Business Feel

FUN COMMUNITY FOR FAMILIES

Family Friendly
Full Service Sports Tourism
More Than Sports

GOALS PRIORITY INVESTMENTS

GREAT PLACE TO LIVE THROUGH QoL AMENITIES

New trail, park, and business amenities demonstrate Grimes' commitment to service. Creation of a complete and compelling lived experience for citizens and visitors.

DYNAMIC TOWN WITH A STRONG SENSE OF COMMUNITY

Strengthening Grimes by fostering neighborly collaboration across generations.

MORE BEAUTIFUL COMMUNITY

Investment in distinctive infrastructure and public spaces will increase green space, establish a "sense of place" and declare Grimes' standout character.

PRIORITY INVESTMENTS

Waterworks Park Redevelopment

- ***Splash pad expansion***
- ***Berm—wayfinding and design***
- ***Beautiful stormwater solutions***
- ***Unique park features***

PRIORITY INVESTMENTS

Library

- ***Beautiful stormwater solutions***
- ***Multi-use outdoor space***
- ***Donor Recognition****

**** Integrate to find one solution***

CULTURAL VALUES

CONNECTING PEOPLE TO PLACE

Community members were enthusiastic about this plan's intent. Input included a survey with 211 responses. Interviews were conducted with nearly 20 civic leaders in addition to several businesses and community organizations. Detail provided on page 28.

This document identifies themes that should be applied throughout all significant civic actions and investments.

The cost of omitting these themes is a lost opportunity to reinforce Grimes as a regional leader and a place that people love to live and work in.

Cultural strength along with infrastructure, public amenities, and private development creates and reinforces civic identity.

Incorporation of these themes edify Grimes' assets and thereby sustain growth while maintaining citizens' highly desired sense of connectedness, and reflection of their values in their city.

These values expressed through the 'look and feel' of Grimes, telegraph the personality of Grimes as a place that informs visitors' satisfaction with—and desire to prolong and repeat—wrap around experiences.

STRATEGIC PLAN PRINCIPLE 1: BEAUTIFUL COMMUNITY

CULTURAL VALUES

- *Hometown Heritage*
- *Recognizable Visuals*
- *Unique Sense of Place*

STRATEGIC PLAN PRINCIPLE 2: SMALL TOWN FEEL/COMMUNITY CONNECTEDNESS

CULTURAL VALUES

- *Supporting Neighborly Community*

STRATEGIC PLAN PRINCIPLE 3: GROWING LOCAL BUSINESS COMMUNITY

CULTURAL VALUES

- *Local Business Feel*

STRATEGIC PLAN 4: FUN COMMUNITY FOR FAMILIES

CULTURAL VALUES

- *Family Friendly*
- *Full Service Sports Tourism*
- *More Than Sports*

ARTS AND CULTURE GOALS

TACTICS AND OBJECTIVES

Research and input for this Public Art Master Plan revealed three goals that align exactly with Goals 1, 3, and 4 from the 2020 Grimes Strategic Plan.

ADDITIONAL RECOMMENDATIONS

The final plan will also include

- two completed proposals developed from the opportunities presented here
- updates on all opportunities enacted into process
- creation of a city arts advisory body
- guidance for that group's first years of action
- strategy and next steps for plan activation
- further recommendations, as discovered

MEANS TO RESIDENTS

These goal-supporting points from the Strategic Plan apply throughout:

Easy access to parks, recreational and leisure choices, support for a healthy lifestyle, creation of a sense of place, creating more quality green space, and distinguishing Grimes for other metro cities feature in all recommendations

GOAL 1 - GREAT PLACE TO LIVE THROUGH EXPANDED QUALITY OF LIFE AMENITIES

Trail, park, business, and addition of specific amenities demonstrate Grimes' commitment to service. It seeks creation of a complete and compelling lived experience for citizens and visitors.

GOAL 2 - HIGH PERFORMING ORG

Does not directly apply to the findings in this plan.

GOAL 3 - DYNAMIC TOWN WITH A STRONG SENSE OF COMMUNITY

Strengthening connection across Grimes by connecting deliberately to youth services while also fostering neighborly collaboration across generations.

GOAL 4 - MORE BEAUTIFUL VIBRANT COMMUNITY

Investment in infrastructure and public spaces will create a "sense of place" and increase green space to create pride, establish distinction, and invest in beauty.



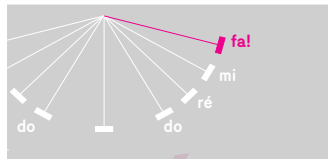
The Ready 2 Go symbol indicates a project that is ready to activate immediately. It is either an existing proposal or it is a project that Group Creative Services can design and fabricate in-house.

TACTICS

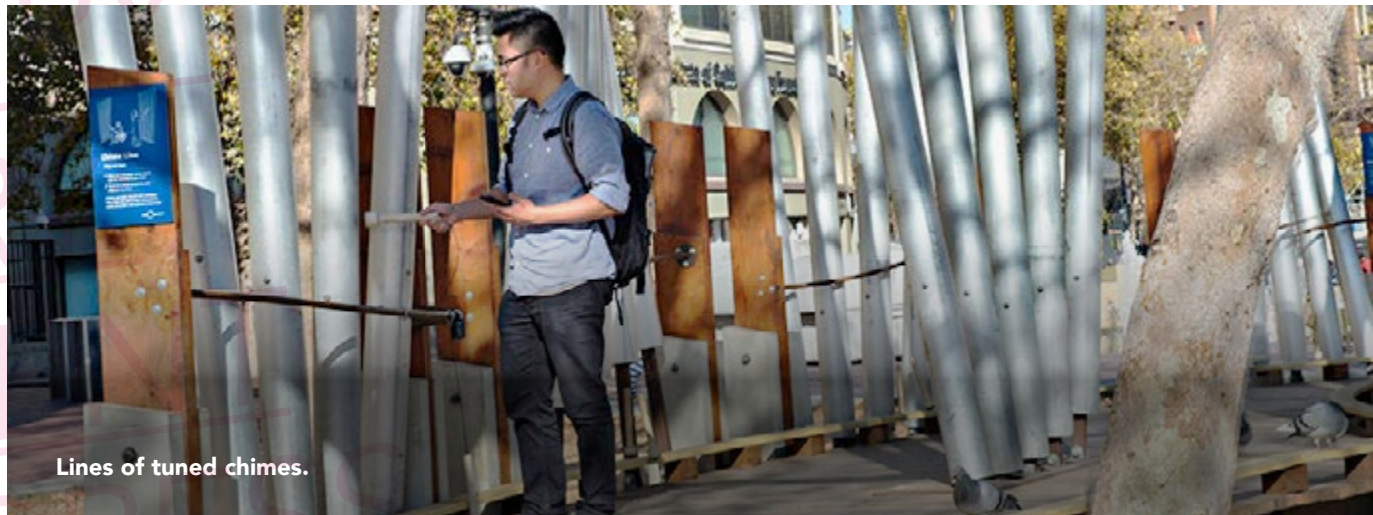
INCORPORATE CHARACTER

Tactics are the approaches used to express Cultural Values, and can be applied in any of the opportunities. A Tactic describes the way a project works. While Cultural Values help amenities fit in with the way Grimes sees itself as a home-town by shaping the look and feel of an amenity, Tactics inform how the project fits in to a community, often by adding additional features.

Most of the time projects assume different tactics to offer choice. Of three proposals for one opportunity, one might be light-based, another made with landscaping, and a third as an interactive musical sculpture. Grimes could choose to require a tactic, however, and apply it to any opportunity: a donor recognition program, a signature park feature, or even a splash pad.



Daily Tous les Jours made swing sets that play different musical notes depending on how high you swing.



Lines of tuned chimes.



A forest of pendulums set in motion make an analogue Tick-Tock sound.

GOAL 1: GREAT PLACE TO LIVE

CAPITALIZING ON UPCOMING INVESTMENTS TO DISTINGUISH GRIMES

SPLASH PAD

A splash pad has strong enthusiasm and priorities among both citizens and leadership. It can easily find creative expressions that align with community character. *The splash pad design is a primary opportunity for leveraging creative placemaking themes and making an amenity into a source of distinction and pride.*

WATER WORKS PARK

All parks welcome one or more features that make them distinct and unique, both in the services they offer and in the things that make them loved for generations. Water Works Park has a central location and one of the parks systems desirable shade shelters. The addition of a bandshell or dog park could transform this land into the city's central hub for civic life.

HERITAGE TOWN CENTER

Heritage Park has a park in its center that will be more popular, attractive, and memorable if it is activated in a creative manner.

SIGNATURE PARK

The upcoming effort to develop a Signature Park comes with many opportunities to use placemaking themes to make it feel special to Grimes. Entrance features or unique play structures and amenities are obvious places to be creative and promote the 'look and feel' of Grimes.

CONNECTED TRAILS

A Signature Park and the trails of Grimes are each excellent locations to create moments of discovery, joy, and service to citizens. The current Comprehensive Plan and the Parks plan both recognize growth in the parks and recreation system of Grimes as crucial to achieving Grimes'

strategic visions. Grimes can attract through larger, signature-style park features while neighborhoods can achieve their own identification and community-building through smaller-scale facilities and services.

LIBRARY

Any new, significant infrastructure represents a prime opportunity for expression of placemaking themes and cultural investment. If fundraising is required, artists can create distinctive donor recognition features that later function as sculptural enhancements or even to advance the building's mission. The library is ripe for interactive artwork, design integration with a new water tower visual theme, or development of community work spaces and arts-related programming.



Rapid City, SD's splash pad incorporated a splash pad with a town-center feature that includes a band shell and a seasonal ice skating rink. This approach could be incorporated into an expanded plan at Water Works Park or Heritage Park.

GOAL 1 OPPORTUNITY

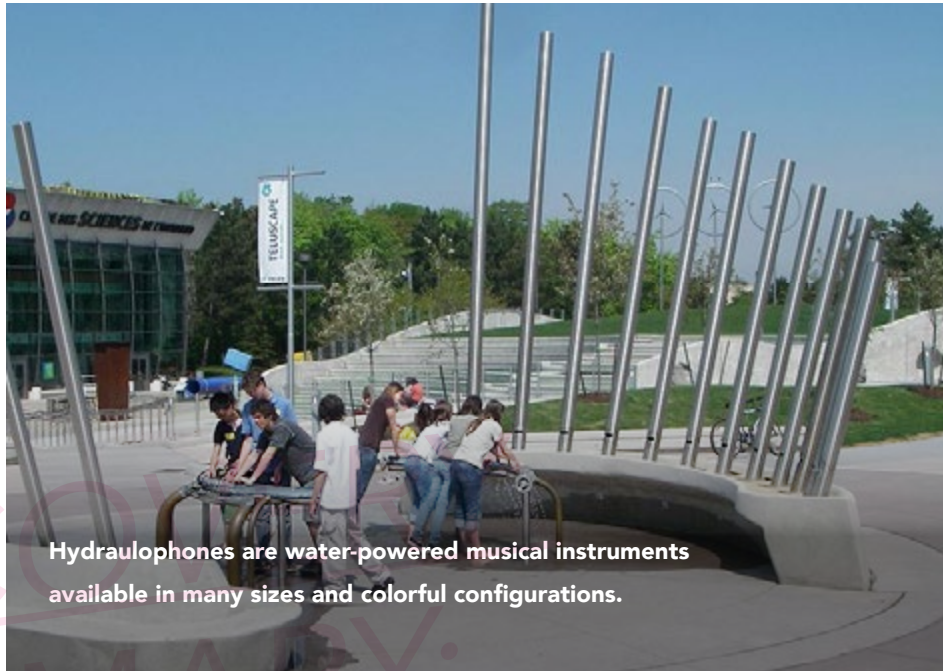
SPLASH PAD

Development of a splash pad is a *top priority for the city highlighted for immediate action throughout the 2021 Strategic Plan*. Applying placemaking themes to an amenity that is already highly desired is a financially responsible way to add personality.

- art integration saves money
- functional placemaking
- value added
- promote Grimes as unique place to live

Grimes offers many themes that could inspire a creative splash pad including:

- old water tower
- contemporary country life
- sports
- mustangs
- Grimes canning



Hydraulophones are water-powered musical instruments available in many sizes and colorful configurations.

FROM 2020–26 STRATEGIC PLAN

GOAL 1 - GREAT PLACE TO LIVE

5. Develop a Splash Pad

GOAL 3 - DYNAMIC, STRONG COMMUNITY

1. Maintain and develop City infrastructure to support a growing community

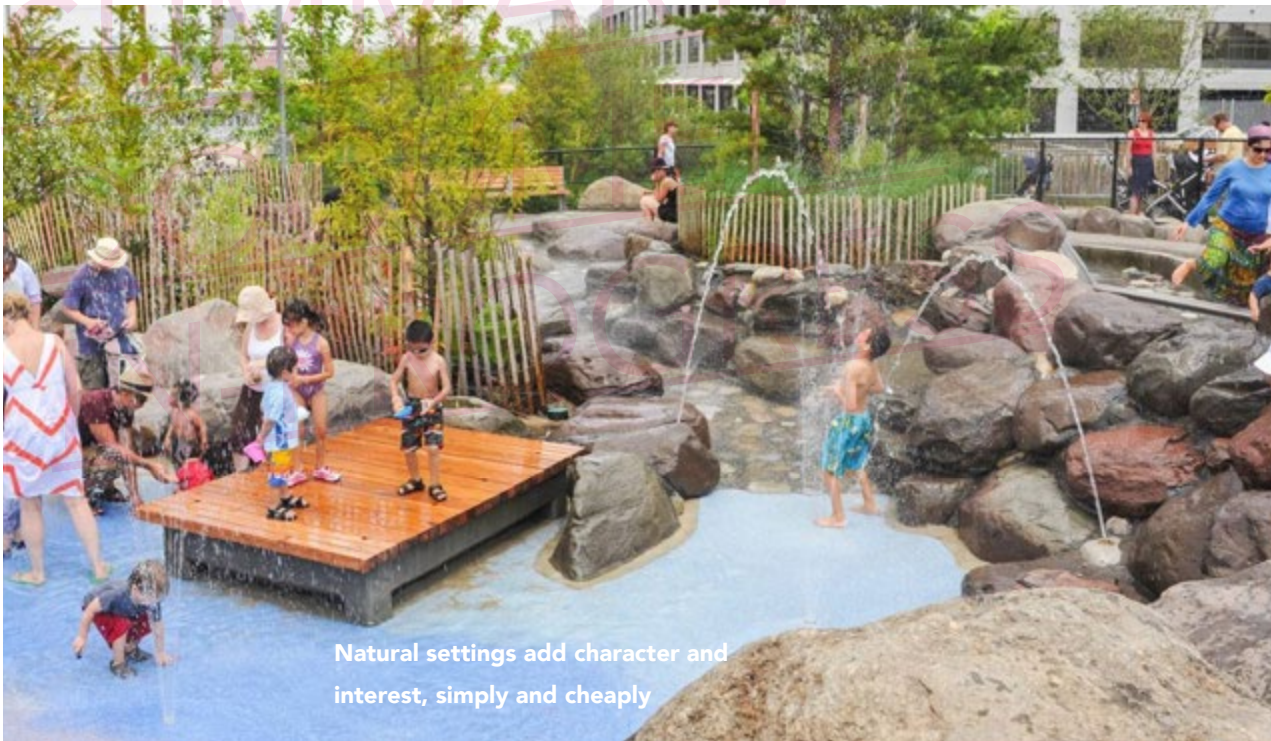
3. Have residents taking pride in and contributing to the Grimes community

4. Have growth paying for growth (cultural distinction drives economy and creates wrap-around experiences)

GOAL 4 - BEAUTIFUL COMMUNITY

4. Have well-designed, maintained, and attractive City buildings, facilities and parks

7. Expand arts and culture in the community



Natural settings add character and interest, simply and cheaply

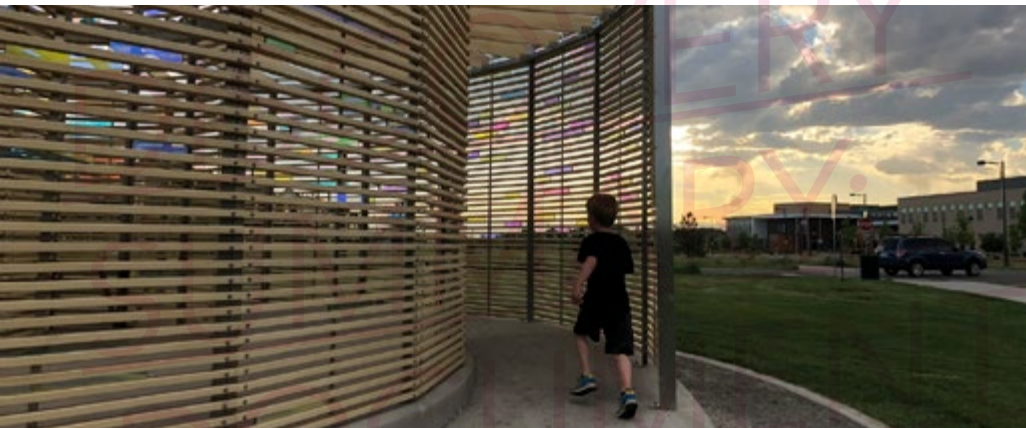


Splash pads could add other needed amenities while continuing a theme





Adam Frelin's spectacular light feature is a simple string of fluorescent lights.



GOAL 1 OPPORTUNITY TRAIL EXPERIENCES

As trails become more connected within Grimes and to the larger region, trail users will appreciate finding special places where they can play and relax. Better connection to nature and iconic features that draw residents and visitors to different parts of town can provide family amenities and attract spending from cyclotourists and sports attendees. Trail experiences and signature park features have some overlap, and the possibilities are wide.

Possibilities for projects in the parks and trails include:

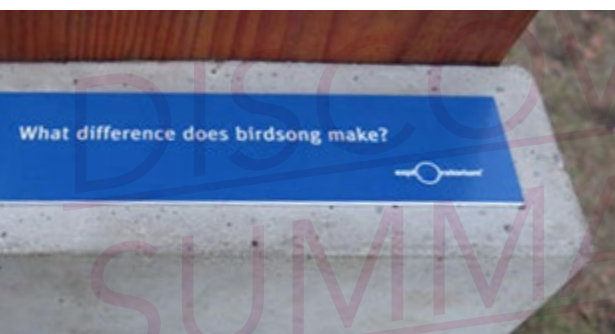
- **Artist-made benches, stages, or other amenities integrated with existing infrastructure needs.**
- **Artist-designed shade structures, lights, picnic, or play features.** (e.g. giant slide and rope climb at Walker Douglas)
- **Artful planting and landscape work.** e.g. Indigenous plants in seasonal color blocks, color gradient bloom patterns or canopies of fruit trees



Adam Frelin's Model Town makes seating and tables from models of Grimes' historic town features



A field of wind-powered lights flickers with the breeze in Patrick Marold's Vail, CO installation



Above: Sound installations throughout the city are fun to discover, educational, and establish a pleasing civic tone.

Right: Aeolin Harps take many forms, but all are musical instruments that play when wind blows through them. They can be small, sculptural instruments or large scale installations.



Brandon Vickard's Cloud Tower plays off the Grimes water tower and is also a donor recognition sculpture. It could be used to recognize fundraising efforts for a park.



Pro tip: Bring waxed carboard.

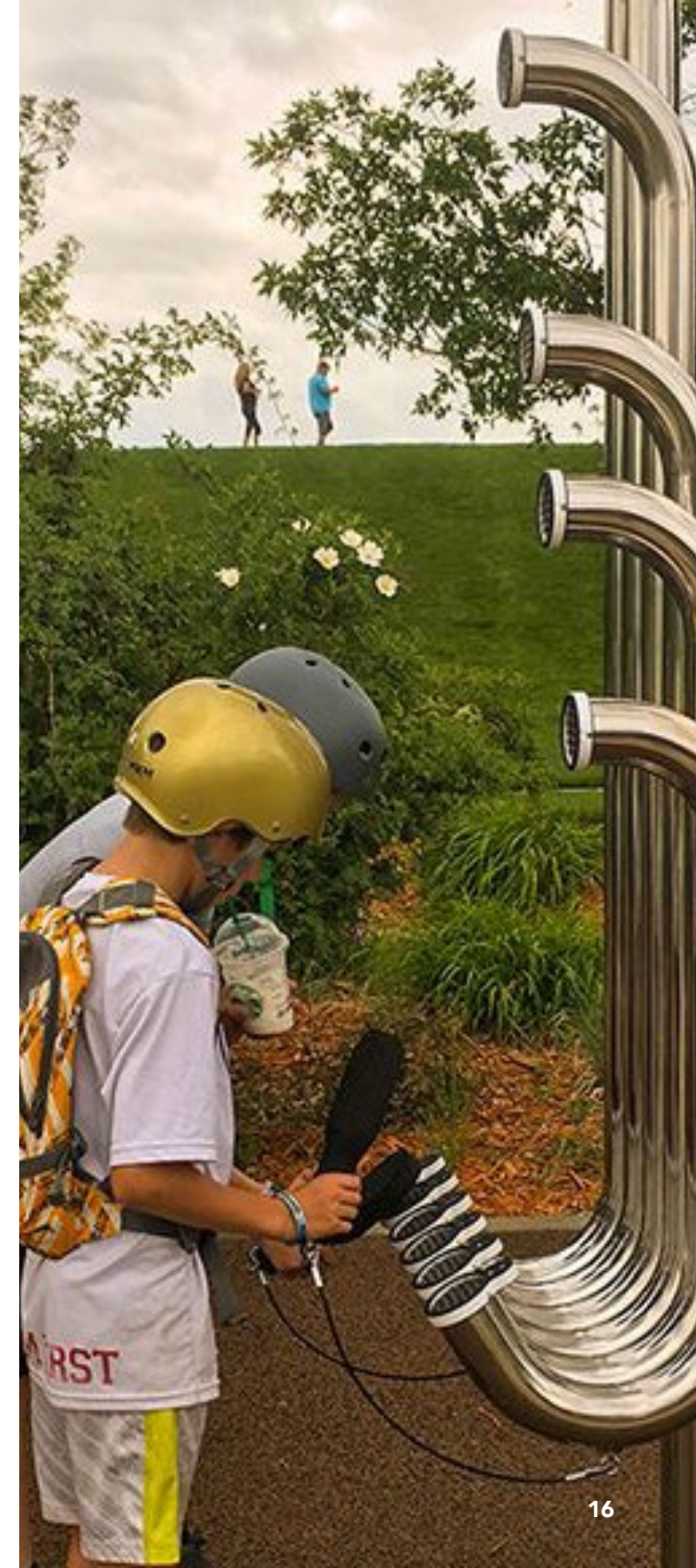


Bruce Willen designed six different playful bench structures for this library.

Giant slides at Gene Leahy public mall are one of the first examples of 'creative placemaking,' and remain a key example of success. Generations of Omaha residents know how to get the most air off the jump.



This combination bridge and gateway by Michael McGillis would make an incredible impression.





Patrick Dougherty's monumental wicker sculptures are beloved by every community that has them. Communities typically collaborate when making them.

GOAL 1 OPPORTUNITY **SIGNATURE PARK EXPERIENCES**

Similar to trail experiences, destinations and unique environments are the things that make a signature park into a beloved, region-wide destination. Infrastructure like benches, play amenities, bridges, and shelters are each suitable for distinctive design solutions. Built and natural environments, such as a boardwalk around a wetland or a meadow that blooms with coordinated colors at different times of year would each make a splash. Walker Canyon's 'superbloom' of poppies dominated national news for nearly a month in Spring of 2020. Locally, Badger Creek State Park's Sunflower superbloom was a fantastic spectacle in July of 2020.



A prairie Meadow planting

Artists can create unique shelters and park structures—often for similar cost as off-the-rack solutions. Pavilion pictured is *Xylem* by Francis Kéré. Group can work with local fabrication teams to create a similar structure.



Mark Rlegelman's colorful and modular picnic gathering tables



Log-style nests and the log shelter in Opportunity Three show how design and construction techniques can develop a theme on their own.

FROM 2020–26 STRATEGIC PLAN

GOAL 1- GREAT PLACE TO LIVE

2. Expand City trail system with connectivity to the regional system
3. Develop a regional community park with diverse amenities/venues

Goal 3- DYNAMIC, STRONG COMMUNITY

1. Maintain and develop City infrastructure to support a growing community
3. Have residents taking pride in and contributing to the Grimes community

GOAL 4 - MORE BEAUTIFUL, VIBRANT COMMUNITY

3. Expand trees throughout the community
4. Have well-designed, maintained, and attractive City buildings, facilities and parks
7. Expand arts and culture in the community



Water Works Park's River Constellation donor recognition sculpture is a regional sensation and cost far less than had been proposed by a local design and engineering firm



GOAL 1- GREAT PLACE TO LIVE

4. Replace and expand the City Library

Goal 3- DYNAMIC, STRONG COMMUNITY

1. Maintain and develop City infrastructure to support a growing community
3. Have residents taking pride in and contributing to the Grimes community

GOAL 1 OPPORTUNITY **LIBRARY**

There are several opportunities related to the library, from creative use of public spaces inside or out, to installations in an atrium, to artist-designed areas for children.

DONOR RECOGNITION

The Library has a need for community fundraising, and Group has discovered that artists are able to create highly distinctive donor recognition projects that drive enthusiasm during the campaign and produce a lasting source of pride for the project. *These projects typically cost far less than architectural firms seek for similar, less impactful work.* The River Constellation project, at left, is a successful demonstration.

Although Grimes could use its proposals to create a donor recognition project, an interior installation, two ready-to-activate proposals are already available with no need for new fees. Brandon Vickard's Cloud Tower fits a water tower theme, and Mary Mattingly's Arcus creates a natural planting monument. Placed outside, both could do double duty as trail features.

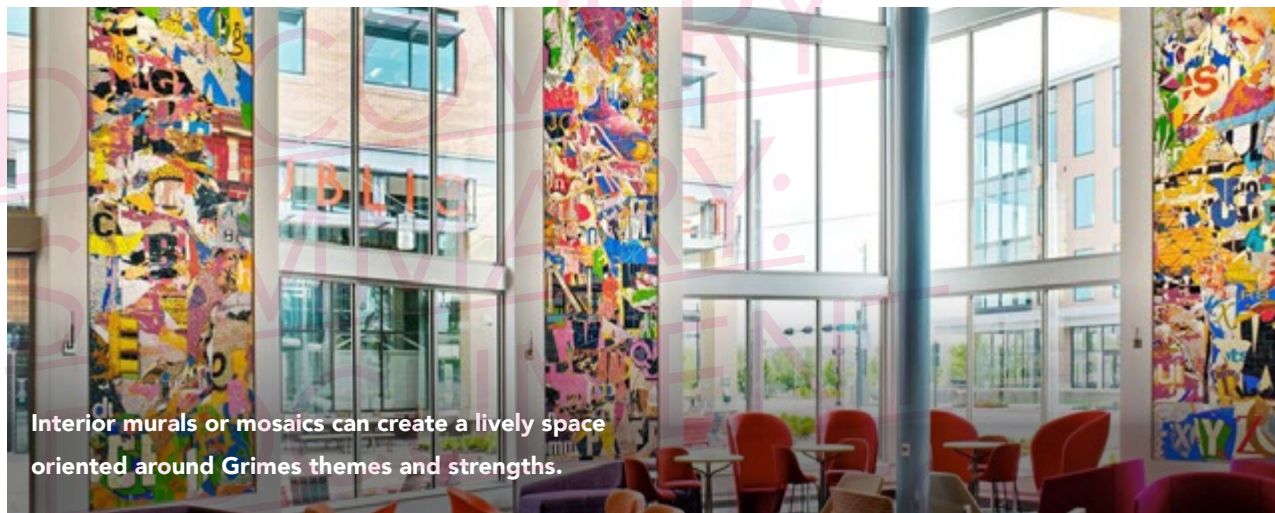
LIBRARY FEATURES

A proposal could also be used to develop interior installations, children's areas, floor or wall treatments.

Mary Mattingly's Donor Recognition project, Arcus features color gradient blooms on earthen berms that contain a playful corridor.



Additionally, there is a beautiful 6' high book sculpture with a peephole to a landscape diorama that is an ideal library feature. It is inexpensive and the blank pages could be combined with projectors to create dynamic wayfinding. It could even be used immediately as a fundraising tool: A model of the new library could be built into one of the books as a diorama.



Interior murals or mosaics can create a lively space oriented around Grimes themes and strengths.



Illuminated books by Luz Interruptus could be developed into a treatment for an interior floor.



Children's areas designed by an artist encourage limitless play and imagination.



GOAL 3*: DYNAMIC TOWN WITH A STRONG SENSE OF COMMUNITY

ARTFUL EXPERIENCES THAT CONNECT AND CELEBRATE NEIGHBORS

COMMUNITY EVENTS

Governor's Days, the Pancake Breakfast and Egg Hunt are wildly successful regional celebrations that connect and inspire the citizens of Grimes. One new City-sponsored event should be added. It could be a series of coordinated neighborhood block parties filled with unique experiences. *In addition to that fourth, signature-sized event, neighborhood-based parks events throughout the year encourage community identification and connections with Block Party promotion/kits and planned activities throughout the year to maximize the benefits of public amenities and the investment in parks.*

PROGRAMS FOR YOUTH & PARKS AMENITIES

Programs to expand the connection between Grimes and its schools and portable amenities that can inexpensively increase the parks department's offerings.

GRIMESPLEX AND HOPE DISTRICT

Newly under construction, this is a primary example of the opportunity to express Grimes' culture by aligning design with key placemaking themes to avoid a lost opportunity. Visitors need places to eat, kids need things to do. Cultural and local business support within a 2-mile radius will be rewarded. Small, interactive sculptural play pieces distributed throughout could offer activity and a sense of discovery that also reinforces Grimes' personality.

GRIMESPLEX PLAY STRUCTURES

Artists could develop small, thematic play structures to distribute throughout the Grimesplex, offering a sense of discovery to parents and siblings.

Any of the descriptions for artful benches or park experiences also apply here.

* Goal 2 is not represented as it does not directly apply to this plans recommendations.

GOAL 3 PROGRAM OPPORTUNITY ART PLUG & PLAY



Grimes has three great city-wide events every year. It would benefit from one more, and it would also benefit from several smaller events. It is highly desirable for neighborhoods to begin to identify with each other, within Grimes. By supporting a month of sequential block parties for different parts of town, neighbors can begin to connect to each other, and also develop relationships across and throughout the community, creating a sense of shared purpose and pride. Provision of entertainment and novel food truck options would put Grimes on the map for neighborhood fun. Addition of small scale artists' activities put it over the top. Portable table tennis or singing 'kite choirs' are possibilities.

GOAL 3 PROGRAM OPPORTUNITY DRIVE-IN RADIO



One response that stood out in the community survey asserted that there is a surprising interest in amateur radio in Grimes. That may or may not be true, however, it does suggest a fun project that involves families and schools.

Artist and educator Mat Greiner will work with appropriate teachers in the Dallas Center-Grimes Community High School to collaboratively write and perform a sequential radio play that dramatizes the history of Grimes. Students will research and fictionalize the town's heritage, seen as a shining example of the transformation of agriculture from rural farming, through industrialization and mass manufacture (canning) to the cultural shifts of growing into a successful element in a growing metro region.

Students will perform the plays and broadcast them over micro-radio equipment. Ideally, the broadcast antennas can be attached to the old water tower. It is pandemic-safe since listeners can park nearby like a drive-in movie or pitch blankets in Water Works park. As a community festival it binds everyone together with history and pride in youth accomplishments.

GOAL 3 PROGRAM OPPORTUNITY FOURTH FEST

Grimes' three annual events are blockbusters that connect neighbors and draw out-of towners. Development of a fourth event to fill out the calendar could be a series of block parties, as described above, but it could also be a fourth, separate event.

BRAVO
GREATER DES MOINES

'Program' opportunities on pages 18–20 could be supported by the Bravo Arts and Culture Program Grants (ACPG). Other public art grants may or may not be available in robust forms until 2022 or later. As of early 2021, the ACPG has remained available.

GOAL 3 PROGRAM OPPORTUNITY FRONT PORCH STAGE



Building a front porch on top of a double-axle trailer means the Grimes Parks department could support community-led programming in a way that leads in the metro. Citizens could reserve the Front Porch Stage in the same way they might reserve use of a park shelter. They can place it on park land, or in their front yards! It can be a feature at block parties. Grimes can optionally offer financial support for citizens to book musicians for free community events, or residents might use the stage for their own private activities. Bands from the High School could have practice sessions in public parking lots.



GOAL 4: MORE BEAUTIFUL, VIBRANT COMMUNITY

ART TO DISTINGUISH GRIMES

COMMUNITY GATEWAYS AND CORRIDORS

Highlighted in the Comp Plan, Grimes should maintain the design quality of its major community corridors. Principal corridors that link Grimes to the larger metropolitan area currently feature unattractive barrier-like industrial buildings. Highway 141, 1st St (HWY 44) and James Street also provide critical functional links in the city's transportation system. Although the highway corridors would require enormous expense to transform their aesthetic, the town roads that introduce people to the Grimes community could serve as gateways that set a tone of character and neighborly welcome. City character can be built and identified through *integration with community signage, lighting, and streetscape features. All of this helps to define community entrances with distinction and should be a priority.*

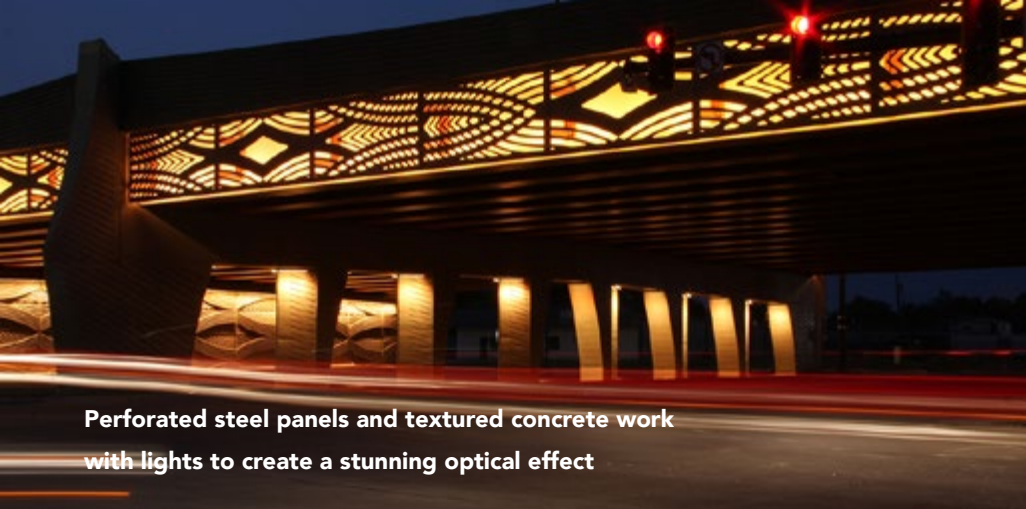
GRIMES' UNIQUE ASSETS: GOVERNOR'S DISTRICT

Historic Grimes is a prime opportunity to develop and reinforce distinction and authentic character. Reinforcing a strong core in Grimes is recommended repeatedly in current plan documents, the 2008 Downtown Resource Center's assessment, and public and leadership input. Governor's District represents a loss of investment if not maintained and refreshed.

Although not a current priority, it could, like Pella, or successful Main Street communities like Rapid City, SD, put small supports in place to reinforce its significant assets. These include a civic services building, an old gas station, unique architecture such as the old gas station and old Main Street, lovable additions like the Quonset building, and the redeveloping Water Works District. This does not compete with other city districts,

it reinforces Grimes as a place with small town character and charm. *It becomes the reason people visit downtown businesses.* Main Street was spontaneously mentioned by 34 people as an important part of Grimes with untapped potential. Possibilities include

- **creating a Governor's District gateway to kick off use of the water tower as a defining symbol and anchor Grimes in a forward-looking sense of its history**
- **smaller activations such as a [mural alley](#) in gaps between historic buildings**
- **expanding and incentivizing local food and business options**
- **cultivating the public spaces in the Governor's District to encourage its adoption as a place for civic life to meet**



Perforated steel panels and textured concrete work with lights to create a stunning optical effect



Simple colored lights make an underpass into a landmark

GOAL 4 OPPORTUNITY GATEWAYS

Gateway monuments are pricey and too often bland. Adding a generic sculpture doesn't help them very much and adding huge gateway features frequently makes for displays that look expensive but don't offer much value. With that said, entry into a community should define a place and make it feel welcoming and special. After passing miles of cement warehouses, it is pleasing to enter a greenscaped with familiar houses and a sense that Grimes is saying to residents and visitors alike, "welcome home, this is our friendly community." Simple light design can make even an underpass feel exciting for little investment. Creation of community-wide icons or symbols also connect people to their place and to one another.



Aaron Stephan's Woven Lines twists up one of Altoona's new Roundabouts



Sculptures of wolves, turkeys, and turtle to designate parts of town with the Three Clans. (Turtles are ground monted and have the light poles on top of their backs.)

FROM 2020–26 STRATEGIC PLAN

Goal 3- DYNAMIC, STRONG COMMUNITY

1. Maintain and develop City infrastructure to support a growing community

GOAL 4 - MORE BEAUTIFUL, VIBRANT COMMUNITY

1. Have attractive, well-maintained streetscapes on major corridors and highways
2. Have attractive gateways and entrances that are distinctive for Grimes
3. Expand trees throughout the community
4. Have well-designed, attractive and well-maintained City buildings, facilities and parks
7. Expand arts and culture in the community



Aaron Stephan's Variations makes street lights fun.



The Tent in Indianapolis changes color as the wind flaps tiles from one side to another

IN PROGRESS

SUMMARY

This discovery report is the In-Progress update of a two-part public art and placemaking plan. Once council has reviewed and responded to these findings, competitive proposals for two public art solutions will be generated and included as recommendations to complete the plan, and make it action-ready.

Council's guidance will select which opportunities are addressed. Each site will receive three proposals guided by the *cultural values* contained here. Community input will demonstrate public appetite for each solution.

This document reflects the flavor of the citizens of Grimes' appetite for cultural programming and begins to align it with existing opportunities and priorities from Grimes' leadership. This document summarizes

- Citizen and staff input to date
- Emerging placemaking themes
- Opportunities
 - strengths & assets
 - community icons
 - planned improvements
 - policy
- Next steps

GRIMES 2035 IS
A BEAUTIFUL
COMMUNITY WITH A
"SMALL-TOWN"
FEELING—STRONG
SENSE OF COMMUNITY.
GRIMES 2035 HAS GREAT
HOUSING OPPORTUNITIES
AND A GROWING
BUSINESS COMMUNITY.
GRIMES 2035 IS A
FUN COMMUNITY
FOR FAMILIES
AND HAS CONVENIENT
MOBILITY OPTIONS
FOR ALL.

—Grimes Strategic Plan, Vision 2035

PURPOSE

The rapid growth and success of Grimes is reflected in its increasing interest to provide expanded conditions for businesses and residents to flourish. It is investing in services for citizens and income-generating attractions to drive tourism. As seen through its regular work in strategic leadership, process improvements, and development of civic capacities, Grimes takes a serious and thoughtful approach to both its self improvement and development as a leader in the Des Moines metro region.

It is critical, when civic amenities and infrastructure up-size to a new order, to consider cultural character. Coupling development with the personality of existing citizens, and the new citizens a community is growing to serve in the near future, drives a sense of people building their city in partnership with leaders. Residents can grow with their city, and deepen their affection for the things that brought them to live in Grimes. By understanding the unique preferences and strengths of Grimes, its improvements and new work can all be inflected with the things that make Grimes unique and special, offering a distinctive and authentic flavor that give people stories and reasons for why Grimes is where they want to live or visit.



GOALS 2026

- Great Place to Live through Expanded Quality of Life Amenities
- High Performing Organization
- Providing Exceptional Services
- Dynamic Town with a Strong Sense of Community
- More Beautiful, Vibrant Community

—from Strategic Plan 2020-21

CULTURAL VALUES

STRATEGIC PLAN PRINCIPLE 1: BEAUTIFUL COMMUNITY

CULTURAL VALUE: HOMETOWN HERITAGE

Grimes does not feature strong agricultural ties, but neither can it ignore its foundational agricultural history. *This offers a potent alignment of contemporary character and city assets: the small town Iowa water tower looks the way a small town connectedness feels, even if the city grows.* A restored barn that hosts live music and looks out onto a creek and a row of trees is not currently available and yet would feel like a unique, Iowa experience. FarmHer is prominent both as point of pride for potential of local business and as a style guide. There is a neighboring ranch raising longhorn steers. The ISU Horse Barn and even the barn-shaped Harley Davidson dealer show how effective a farm aesthetic can be in creating a memorable space without feeling like a fancy waste of money.

Grimes' heritage and citizenry are aligned with agricultural aesthetics that might be described as 'hometown heritage.'

A practicality and fiscal conservatism that appreciates the utilitarian look of farmsteading coupled with an affection for landscape, practical amenities, and a spirit of self-sufficiency and hard work. Symbols of a way of life are prominent throughout Grimes. Integrating them through growth can amplify this personality.

CULTURAL VALUE: RECOGNIZABLE VISUALS

There aren't currently iconic characteristics that people recognize as part of Grimes' DNA. *People are proud to be from Grimes, but they aren't sure what it looks like or how to share that.*

High schoolers sneak out to other parts of the metro to take their prom pictures because Grimes doesn't offer iconic features or picturesque backdrops.

Grimes' challenge of growing past its ability to feel connected is solved if new growth makes a point to include visual indicators of citizens' cultural values.

Survey findings expressed high interest in:

- the old water tower
- the farm in the town center
- historic Governor's District Buildings

CULTURAL VALUE: UNIQUE SENSE OF PLACE

Grimes will always find its roots as an agricultural Iowa town reflected in its historic buildings and the density of assets in the Governor's District figured strongly in citizen input. Adjacent suburbs do not have a recognizable town center to capitalize on making the Governor's District a strong competitive advantage, yet it does not reflect the strength of the town's western and northerly growth. There is considerable enthusiasm for the Heritage Park and sports complex developments.

The District's resources are unique and can never be replicated. It is better to invest a little more to amplify these resources than to ignore them and lose what investments are already there.

CULTURAL VALUES

STRATEGIC PLAN PRINCIPLE 2: SMALL TOWN FEEL/COMMUNITY CONNECTEDNESS

CULTURAL VALUE: *SUPPORTING NEIGHBORLY COMMUNITY*

Grimes can sustain its impressive growth while preserving community cohesion. 43% of respondents to the placemaking survey cited the “small town” as what drew them to live in Grimes. Locally owned service options, encouraging neighborhood identification and interactive public spaces will sustain the perception that kids can expect to safely visit friends across town and see friendly faces on their way to school.

Grimes wants a strong community, and it has one. Most municipalities in the Des Moines Metro give lip service to a ‘small town feel,’ yet they struggle to define what that means. It is clear that neighbors crave a sense of neighborhood identity. With an educated, strong workforce, many Grimes citizens work elsewhere in the metro, but choose to live in Grimes because it “feels like a small town where we could run into people,” but they still “need compelling

places for that to happen.” Grimes is geographically divided and its populations want neighborly connections, yet they also feel a lack of cohesion. Residents want to borrow cups of sugar from their neighbors.

Rapid growth lends strong appeal to fast developments for short-term retail structures that outlive their tenants and chain services that promote a generic, ‘Anytown, USA’ civic texture. Grimes, by contrast, makes news out of its ability to work as a community. Neighborly dedication sustained two weeks of searching until [Zeus, the German Shepherd, was rescued from a storm drain across from Bomgaars’ Grimes location.](#) In Grimes, even large format retail locations can play their part in finding lost dogs.

Public spaces for athletics are strong and poised to lead the region, yet spaces where families might meet, run into friends, or where people might hold a meeting are generic or absent. People would like their amenities to look like home yet they do not want it to be ‘fancy.’

FREQUENT ASSOCIATIONS

Creating compelling public spaces where the citizenry and visitors can connect with features unique to Grimes will cement positive associations regardless of what brought them to town. Surveys and interviews reinforced the following characteristics of Grimes that people would like to see more of. Page 6 shows the word clouds that visually describe how important different features are in Grimes.

THINGS GRIMES IS PROUD OF

- Model ‘small town’ business—Heavenly Delights
- Water tower
- “The walking trails and creeks— if you can get to them”
- “The quaint main street”
- Library
- Sweet corn
- Trees
- Home Base Iowa

THINGS GRIMES WANTS

- Need coffee shop or place other than a bar downtown, only 2 bars, no place to go for a 3:00 Thursday meeting
- Splash pad, splash pad, splash pad!
- Need space for live music
- Art should be functional, needs to be fun
- Teens leave town to find a place to hang out
- No place for prom photos

CULTURAL VALUES

STRATEGIC PLAN PRINCIPLE 3: GROWING LOCAL BUSINESS COMMUNITY

CULTURAL VALUE: LOCAL BUSINESS FEEL

The connectedness prized by Grimes residents is easily found in their affiliation with locally owned businesses and it should be a priority to preserve this while encouraging a similar feel in new businesses, even if they are large.

One of Grimes' success stories is its expanding large-retail industry. However, what is known is that large retail does not foster community connectedness. One survey respondent proudly said that "the people at 'Bread Pizza' know us, know our story, and are kind." As food and entertainment options increase, the city should incentivize those that feel like local services.

FROM THE COMP PLAN

These statements of need from the Grimes Comp Plan can inform aesthetic choices during growth.

URBAN REFORESTATION

The City should work with residents to preserve and expand on the city's existing street canopy. A good tree canopy provides aesthetic, economical, and environmental benefits to a community. It creates attractive neighborhoods and an appealing community to future residents and businesses. It also provides shade in the summer and wind breaks in the winter, lowering energy costs to residents

GREENWAYS AND TRAILS

Grimes should continue to expand the trail system that links destinations within the city and provides a quality amenity. Trail development has become a significant amenity to communities and a feature that many people seek out when moving to any size community.

CULTURAL VALUES

STRATEGIC PLAN 4: FUN COMMUNITY FOR FAMILIES

CULTURAL VALUE FAMILY FRIENDLY

Current and projected demographics emphasize the need to remain family-friendly in new cultural amenities. As much as 75% of Grimes residents are highly educated, have a mean age of 32 and are starting new families. Another growing sector includes retirees moving to Grimes to live closer to their grandchildren. Schools form a significant social and cultural backbone in Grimes. For example, in addition to football, the district has pride in its band.

CULTURAL VALUE FULL SERVICE SPORTS TOURISM

Grimes has immense strength in its growing capacity for youth sports tourism. To capture this market and revenue from adjacent industries such as food service, recreation, entertainment, and retail, the town also requires distinction. Promoting sports throughout the town as a thematic feature is a first step.

If food, activities and entertainment for families accompanying competing athletes is not available, they may develop a negative view of Grimes, and they certainly will spend money on the services they need in neighboring communities. Capture the hearts and imaginations of these visitors, ready to discover hidden pockets of fun like a local ice cream shop, a park unlike any they've seen before, and a splash pad they have to take a picture of to share with their friends around the country.

CULTURAL VALUE MORE THAN SPORTS

Sports and family-friendly activities are highly supported in Grimes, yet value is also provided through choice. Surveys and interviews sustained a through-line of citizens who are not closely affiliated with youth sports yet do not want to be left out.

Grimes has a strong fine arts program that is well supported by the community. Adults need places to go when they have a babysitter, not just sports fields for school events. Business leaders suggested that, should they need an adult place to hold an impromptu meeting at 2 in the afternoon, they had few options other than a local tavern.

In the later part of 2020, a survey enjoyed robust response from 211 Grimes residents. Interviews were conducted with nearly 20 individuals representing staff from multiple city departments, the chamber of commerce, the library, community leaders, business leaders, and several community groups. Individual interviews have also been conducted with citizens of Grimes referred by staff and leadership, and then through recommendations from those already interviewed.

Research has included several visits of Grimes. Group Creative Services received staff-led tours that included a driving tour of Grimes showing off longhorn ranches, farms, water treatment facilities both new and old, civic buildings, and the sites of Grimes' ambitious new developments. Researchers also visited Grimes individually, and with their families, sampling ice cream at Heavenly Delights, eating at local businesses and playing in Grimes' parks. Because Group Creative Services is local, researchers have enjoyed the city's signature events such as Governor's Days and the Egg Hunt in previous years.

Input included thorough review of existing Grimes documents. This review relies heavily on information in the new 2020—2026 Strategic Plan. The

current Comprehensive Plan, and the Parks and Trails Master Plan were also critical resources informing this work.

The survey relied on intentionally open-ended questions. For this reason, certain findings deserve greater weight and are emphasized. For example, 57 respondents (27%) requested a municipal swimming pool. A pool is not mentioned anywhere in the survey, therefore its spontaneous prevalence deserves serious consideration.

From the Cultural Survey (n=211), Grime's citizens have a strong vision for how they want their cultural amenities to work for their community.

143 want Grimes to enhance community facilities

127 want the arts to encourage
neighborly interactions

124 want Grimes to create memorable places for people to be

111 want to enhance

community pride

**101 want the arts to attract tourists,
new residents and businesses**

to boost the local economy

[illegible]

CONCLUSION

Pending council response to this discovery report, we will identify two primary opportunities for concept development. For each project, three artists will be commissioned, through a competitive process, to develop site-specific proposals within a city-specified budget. These will be immediately actionable, professional designs integrated with existing plans and engineering. The City can choose to enact any of the proposals, but for each project, one proposal will be selected through public process. The chosen, vetted projects will then be included in the final Public Art Master Plan as primary recommendations.

Next steps include development of a local arts agency to serve Grimes in guiding, selecting, and administering public art and relevant cultural activities, as well as development of a mission, vision, and strategic plan for that body. Additional recommendations, such as sketches of temporary activations, cultural programming, or additional resources that align with Grimes' vision and strengths, along with refinements of the foregoing will complete the plan document.

PROPOSAL SELECTION PROCESS

- Council selects two opportunities
- Group Creatives develops RFP with staff
- RFP is a robust document that communicates site considerations, budget and timeline requirements. Designers have everything they need to realize Grimes's vision with unique, distinctive solutions.
- Group Creatives commissions proposals from 3 highly qualified artists
- Proposals with compelling visuals are provided to Grimes for selection. This is a prime opportunity to generate buy-in and demonstrate enthusiasm through community feedback. Selection of winning proposal by a jury of stakeholders or by public voting are possible.
- Winning project finds funding and begins implementation at the will of the city.



Proposals marked with the Ready 2 Go icon can be enacted without the above process. They are either already developed and ready for use, or they can be created in-house by Group. Public feedback and approval are available if desired.

TO: City Council
FROM: ESF
DATE: 03 19 21
RE: **Bravo Grant/ Group Creative Services
Presentation**



The City of Grimes applied for and was awarded a Bravo Grant for the 2020 Grant Cycle.

The grant was awarded for the purposes of creating a municipal public art master plan ("Master Plan"), which Bravo defines as an "actionable tool used as a road map for a city, including its commissions, city departments, program staff, artists and stakeholders, to maximize public art in supporting the goals, needs and future of its community."

With the grant funds, the City has retained Group Creative Services ("Group") to perform the strategic plan review, community survey and outreach, and conduct interviews with City staff and elected officials to help develop the plan. Group will present to the City Council a brief report of the Draft or "Phase One" findings of the Master Plan, and Group will need direction from the City Council for "Phase Two" of the Master Plan.

In "Phase Two" of the Master Plan, Group will facilitate "Concept Plans" for two site-specific projects by a competitive proposal process. At the conclusion of their short presentation, Group will ask the City Council to give Group direction on which projects to pursue for this "Phase Two" of the Master Plan.

Resolution 03-2621 Accepting/Approving Discovery Phase of the City of Grimes Plan for Growth with Distinction

WHEREAS the City of Grimes was a 2020 Public Art Grant recipient from Bravo Greater Des Moines;

WHEREAS, from the grant, the City of Grimes has contracted with Group Creative Services ("Group"), who has reviewed the City's strategic objectives, met with key elected officials, community stakeholders, and sought citizen input to develop a Draft/Discovery Phase "City of Grimes Plan for Growth with Distinction;"

WHEREAS Group has presented the Draft/Discovery Phase Plan to the Council, seeking Council input on two sites, for each of which Group will develop three competitive proposals;

WHEREAS, the Council has directed Group to proceed with the process and for which sites Group shall develop proposals.

THEREFORE, Resolved, as follows:

Section 1. The City Council approves and accepts the Draft/Discovery Phase City of Grimes Plan for Growth with Distinction, and Group is directed to proceed with the proposals on the two sites as directed by the City Council.

Section 2. Any policies, rules, or standards that conflict with these policies are hereby repealed.

Section 3. This resolution shall become effective on the date of its acceptance.

PASSED AND APPROVED this 23rd day of March, 2021.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk