

1. Agenda

Documents:

[110921 CC AGENDA2.PDF](#)

2. Meeting Materials

Documents:

[110921 CC PACKET.PDF](#)

Grimes City Council Agenda

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

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

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.

Grimes City Council Meeting November 9, 2021 In Person/Zoom at Grimes Community Center, 410 SE Main Street

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

Join Zoom Meeting

<https://us06web.zoom.us/j/87054887167?pwd=bG1WVWkVTM2tgN3VOWWF0VIZKM2xSUT09>

Meeting ID: 870 5488 7167

Passcode: 1234

One tap mobile

+16465588656,,87054887167# US (New York) 13017158592,,87054887167# US

+(Washington DC)

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.

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.

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 NOVEMBER 9, 2021 AT 5:30 PM AT GRIMES COMMUNITY COMPLEX

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. 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 11-0121 Approving Quotes and Bills Over \$10,000 According to the Grimes Purchasing and Procurement Policy
- C. Approving Annual Urban Renewal Report Fiscal Year 2020-2021
- D. Resolution 11-0221 Authorizing Internal Advance for Funding of Urban Renewal Administration and Professional Support Program
- E. Resolution 11-0321 Personnel Transactions
- F. Resolution 11-1321 Approving Offer to Purchase and Agreement Silkwood Area Drainage Project Dubai Property
- G. Resolution 11-0521 Setting a Date of Public Hearing for the City of Grimes to Share It's Reprecincting Plan and Make Available to the Public the Contents of Grimes 2021 Reprecincting Document for November 23, 2021 at 5:30 pm.
- H. Resolution 11-0821 Approving a Request to Remove a Damaged Tree at 200 NW Prairie Creek Drive
- I. Resolution 11-0421 Designating the Official Depositories for 2022 & 2023
- J. Resolution 11-0621 Amending the Purchasing Policy
- K. Resolution 11-0721 Changing of Vendor for Equipment Purchases
- L. Resolution 11-1521 Approving Offer to Purchase and Agreement – Gaffney
- M. Resolution 11-1621 Approving Offer to Purchase Agreement – Witmer
- N. Resolution 11-1221 Amending Address of Lot 1, Putney Plat
- O. Resolution 11-1421 Ordering Construction of the WRA Grimes Connector – Contract 1, and Fixing a Date for Hearing on December 14, 2021 at 5:30 pm Thereon and Taking of Bids Therefor for December 7, 2021 at 10:30 A.M.
- P. Professional Services Payments:
 - 1. Pay Request #35 Veenstra & Kimm, Inc for the WRA Connector \$27,432.50
 - 2. Pay Request #18 Veenstra & Kimm, Inc for the Northwest Territory Lift Station and Forced Main Project \$11,650.68
 - 3. Pay Request #5 to Nilles Associates, Inc for the Kennybrook South Detention Basin Improvements \$30,317.50
 - 4. Pay Request #4 to Nilles Associates, Inc for the Grimes Existing Basins Enhancements \$2,500.00
 - 5. Pay Request #22 to Bolton & Menk, Inc for the Highway 44 and SW County Line Road Intersection Improvements \$30,974.50
 - 6. Pay Request #12 to Bolton & Menk, Inc for the Highway 44 Corridor Study \$6,971.00
 - 7. Pay Request #7 to Foth Infrastructure & Environment, LLC for the James Street Corridor Study North 27th Street to South 37th Street \$5,384.56
- Q. Pay Requests:
 - 1. Pay Request #1 Synergy Contracting, LLC for the SE Jacob Street Water Main \$240,378.27
 - 2. Pay Request #23 Shank Constructors, Inc for the Reverse Osmosis Water Treatment Plant – Phase 1 \$144,101.70
 - 3. Pay Request #2 RD McKinney Plumbing and Excavating, Inc for the Grimes Water Main Improvements (ASR to Standpipe) \$73,825.45
 - 4. Pay Request #2 Halbrook Excavating, Inc for Kennybrook South Basin Improvements \$146,228.75
 - 5. Pay Request #2 Concrete Technologies, Inc for the North Sports Complex Parking Lot Improvements \$178,207.27
 - 6. Pay Request #1 to On Track Construction, LLC for the Annual Stormwater – Silkwood Drainage Improvements \$102,124.48

7. Pay Request #7 On Track Construction, LLC for Northwest Territory Lift Station and Force Main \$245,298.70
8. Pay Request #5 Irrigation Iowa LLC for South Sports Complex Irrigation Project \$34,962.99
9. Pay Request #1 to Elder Corporation for the Iowa Hwy 141 SB & Iowa Hwy 44 Traffic Signal and Turn Lane Improvements \$260,971.37
- R. Change Orders:
 1. Change Order #1 to On Track Construction, LLC for the Northwest Territory Lift Station and Force Main increasing contract \$25,333.08
 2. Change Order #1 to On Track Construction, LLC for the Annual Stormwater – Silkwood Area Drainage Improvements increasing contract \$39,949.13
 3. Change Order #2 to Concrete Technologies, Inc for the North Sports Complex Parking Lot Improvements increasing contract \$17,468.51
 4. Change Order #1 to Halbrook Excavating, Inc for the Kennybrook South Basin Improvements decreasing contract \$9,985.00
 5. Change Order #1 to Synergy Contracting, LLC for the SE Jacob Street Water Main increasing contract \$1,822.70
- S. Resolution 11-0921 Approving Consent and Agreement for Improvements Within Storm Sewer and Overland Flowage Easement for Lot 25 in Autumn Park Plat 6 – 1113 NW 8th Street
- T. Resolution 11-1021 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Lot 24 in Autumn Park West Plat 1 -1604 NW 8th Street
- U. Resolution 11-121 Approving Consent and Agreement for Improvements Within Overland Flowage Easement and Detention Easement for Lot 127 in Beaverbrooke West Plat 8 – 2105 NW Sunset Lane
- V. Receiving and Filing of Reports
- W. 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. Presentation by Greg Edwards of CATCH Des Moines – Annual Recap
- B. Second Reading on Ordinance 755 On Proposed Rezoning of Property Generally Located South of SE 37th Street and East of South James Street from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial District for Grimes Industrial
- C. Second Reading of Ordinance 754 Proposing Rezoning of Property Generally Located North of NW 27th Street and East of NW County Line Road from A-1 Agricultural District to R-1 Single Family Dwelling District and R-2 Single and Two-Family Dwelling District for Willow Hills North
- D. Public Hearing and First Reading of Ordinance 756 To Consider Amending Provisions of the Zoning Ordinance of the City of Grimes, Iowa Regarding Format and Fees
 1. Public Hearing on Ordinance 756 To Consider Amending Provisions of the Zoning Ordinance of the City of Grimes, Iowa Regarding Format and Fees

2. First Reading of Ordinance 756 To Consider Amending Provisions of the Zoning Ordinance of the City of Grimes, Iowa Regarding Format and Fees

ADJOURNMENT

CITY COUNCIL MEETING
Tuesday, October 26, 2021

*Please note the regular City Council Meeting was held as an electronic and in person meeting. The meeting was called to order by Mayor Mikkelsen Tuesday October 26, 2021 at 5:30 pm at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa. The Pledge of Allegiance was led by Mayor Mikkelsen.

ROLL CALL

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

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.

Moved by Altringer, Seconded by Johansen, to approve the agenda

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

CONSENT AGENDA

A. Minutes from Previous Meeting B. Resolution 10-2221 Approving Quotes and Bills Over \$10,000 According to the Grimes Purchasing and Procurement Policy C. Resolution 10-2521 Consent and Agreement for Improvements Lot 25 Of Heritage at Grimes Plat 5 (1909 NE Heritage Drive) D. Resolution 10-2721 Consent and Agreement for Improvements Lot 1 of Beaverbrooke Point Plat 1 (1426 NE Little Beaver Drive) E. Alcohol License Renewal & New Permit 1. Food Depot- Class C Liquor License with Outdoor Service, Catering and Sunday Service 2. The Brick Room- Special Class C Liquor License, Sunday Service 3. Premise Update – Hy-Vee Inc. – Hy-Vee Market Grille F. Resolution 10-2121 Approving Fiscal Year 2021- 2022 Transfer for Partial Library Funding G. Resolution 10-2321 Annual Street Finance Report Fiscal Year 2021 H. Resolution 10-2421 Ordering Construction of the New Grimes Public Library and Fixing a Date for a Public Hearing on December 14, 2021 at 5:30 pm at the Grimes Community Complex, 410 SE Main Street and a Bid Date of December 7, 2021 at 10:00 am at Grimes City Hall, 101 NE Harvey Street, Grimes Iowa I. Approval of Removal of Two Trees in Right of Way at 301 NE Jacob Street J. Professional Agreements 1. Amendment #2 with MSA Professional Services, Inc for the North Sports Complex Parking Lot Improvements J. Professional Services Payments: 1. Pay Request #1 to Van Maanen electric, Inc for the Highway 44 at County Line Road Temporary Traffic Signal \$36,310.90 2. Pay Request #5 to Snyder & Associates, Inc for Hope Commercial Traffic Impact Study \$6,719.22 3. Pay Request #1 to Snyder & Associates, Inc. for the 2021-2022 On Call Traffic Planning & Engineering Services \$2,982.57 4. Pay Request #6 to MSA Professional Services, Inc for SE Jacob Street and SE Trail Ridge Road Water Main Design and Bidding Services \$8,658.10 5. Pay Request #5 to MSA Professional Services, Inc for the North Sports Complex Parking Lot Improvements \$18,038.40 6. Pay Request #12 to HR Green, Inc for Pavement Management Study \$4,373.00 7. Pay Request #13 to Civil Design Advantage for Concept Planning – WRA Sanitary Sewer Connection \$370.00 8. Pay Request #2 to Bolton & Menk, Inc for 2021 Asphalt Overlay Project \$2,361.68 9. Pay Request #3 to Foth Infrastructure for 2021 Sanitary Sewer Collection System Study L. Resolution 10-2621 Setting a Date of Public Hearing to Consider Amending Provisions of the Zoning Ordinance of the City of Grimes, Iowa, Regarding Format and Fees M. Receiving and Filing of Reports and Correspondence N. Finance Report for September 2021 O. Claims Report \$1,214,182.03

Motion by Altringer, Seconded by Johansen, the Consent Agenda shall be approved.
Roll Call: Ayes: All. Nays: None. Motion passes 5 to 0

PUBLIC FORUM - None

PUBLIC AND COUNCIL AGENDA ITEMS

A. Public Hearing on Proposed Rezoning of Property Generally Located South of SE 37th Street and East of South James Street from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial District for Grimes Industrial

Development Services Director Alex Pfaltzgraff addressed the Council stating the applicant is requesting approval of a rezone from A-1 to M-1A for approximately 78.64 acres generally located south of SE 37th Street and east of South James Street. Pfaltzgraff said rezoning will allow for commercial and light industrial uses.

1. Public Hearing on Proposed Rezoning of Property Generally Located South of SE 37th Street and East of South James Street from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial District for Grimes Industrial

Mayor Mikkelsen opened the Public Hearing at 5:34. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:35 PM.

2. First Reading on Ordinance 755 On Proposed Rezoning of Property Generally Located South of SE 37th Street and East of South James Street from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial District for Grimes Industrial

Motion by Gisch, Seconded by Burger, to approve the First Reading on Ordinance 755 on proposed rezoning of property generally located south of SE 37th Street and east of south James Street from A-1 Agricultural to M-1A Commercial and Limited Light Industrial District for Grimes Industrial.

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

B. Proposed Rezoning of Property Generally Located North of NW 27th Street and East of NW County Line Road from A-1 Agricultural District to R-1 Single Family Dwelling District and R-2 Single- and Two-Family Dwelling District for Willow Hills North

Development Services Director Pfaltzgraff stated the applicant is requesting approval of a rezone from A-1 to R-1 and R-2 for approximately 40 acres generally located north of NW 27th Street which is just north of the Willow Hills subdivision.

1. Public Hearing on Proposed Rezoning of Property Generally Located North of NW 27th Street and East of NW County Line Road from A-1 Agricultural District to R-1 Single Family Dwelling District and R-2 Single- and Two-Family Dwelling District for Willow Hills North

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

2. First Reading of Ordinance 754 Proposing Rezoning of Property Generally Located North of NW 27th Street and East of NW County Line Road from A-1 Agricultural District to R-1 Single Family Dwelling District and R-2 Single and Two-Family Dwelling District for Willow Hills North

Motion by Johansen, Second by Altringer, to approve the First Reading of Ordinance 754 Proposing Rezoning of Property Generally Located North of NW 27th Street and East of NW County Line Road from A-1 Agricultural District to R-1 Single Family Dwelling District and R-2 Single and Two-Family Dwelling District for Willow Hills North

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

C. Kennybrook Village Plat 2 – Preliminary Plat

Development Services Director Pfaltzgraff stated that this property is located west of SW Brookside Drive and south of W.1st Street and currently zoned C-2 and located within the Transportation Corridor Mixed Use Development Overlay. He said the applicant is requesting approval of a preliminary plat, which will allow for the future subdivision of the property.

Motion by Johansen, Second by Altringer, to approve the Kennybrook Village Plat 2 Preliminary Plat subject to any staff comments.

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

ADJOURN

Motion by Altringer, Seconded by Johansen, to adjourn the meeting at 5:50 P.M.

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

CITY COUNCIL STRATEGIC PLANNING
Tuesday, October 12, 2021 9 am – 5 pm and Thurs October 14, 2021 9 am – 12 pm
Grimes Community Complex, 410 SE Main Street.

Council Members along with Mayor Mikkelsen met with facilitator Lyle Sumek during portions of each day to address strategic planning for the next fiscal year.

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

GRIMES RESOLUTION 11-0121

**RESOLUTION APPROVING QUOTES AND BILLS OVER \$10,000
ACCORDING TO THE GRIMES PURCHASING AND PROCUREMENT
POLICY**

WHEREAS, the City of Grimes has adopted a Purchasing and Procurement Policy

WHEREAS, the Purchasing and Procurement Policy provides that purchases or payments over \$10,000 have City Council approval.

WHEREAS, any items and/or service with a value of between \$1,000 and \$10,000 require up to three (3) quotations unless the item or service obtained or provided cannot be obtained. Products offered under government purchasing consortium do not require (3) quotes.

WHEREAS, the Finance Director will ensure that, for accounting purposes, necessary records are kept and made available for reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA, that the following items attached as *Exhibit A* be approved for purchase or payment.

PASSED AND APPROVED THIS 9th day of November, 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

**MUNICIPAL SUPPLY, INC.***Municipal, Contractor, and Industrial Supplies*

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

REC'D OCT 28 2021

INVOICE NUMBER: 0816320-IN

INVOICE DATE: 10/27/2021

ORDER NUMBER: 0091960

ORDER DATE: 5/14/2021

SHIP DATE: 10/8/2021

SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

BUYER: TJ VanHorn

CUSTOMER P.O.	JOB NAME	SHIP VIA			TERMS	
	Thorpe Water District	KENT			NET 30 DAYS	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
I2S5GMXX 3/4S 100G IPERL MTR SM 25' 3WI	EACH	112.00	112.00	0.00	130.000	14,560.00
M510MF13W3WMI DUAL PORT WIRED SMART POINT	EACH	81.00	54.00	27.00	171.000	9,234.00

ORDER# 91960

Meters ordered
in May/June for
Thorpe area. Just
received.

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH
WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Net Invoice: 23,794.00

Freight: 0.00

Sales Tax: 0.00

Invoice Total: 23,794.00

Invoice

Page 1 of 1



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

REC'D OCT 28 2021

INVOICE NUMBER: 0816319-IN

INVOICE DATE: 10/27/2021

ORDER NUMBER: 0105227

ORDER DATE: 10/21/2021

SHIP DATE: 10/21/2021

SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

BUYER: Joe Davis

CUSTOMER P.O.	JOB NAME	SHIP VIA			TERMS	
1998	Stock / Irrigation Meters	KENT			NET 30 DAYS	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
C38-442.625NL 1" NL METER COUP 2 5/8" LONG	EACH	75.00	45.00	30.00	21.600	972.00
4S5GLXX 1" IPERL 1000G MTR SM 25' 3W	EACH	36.00	36.00	0.00	202.000	7,272.00

ORDER# 105227

Irrigation
Meters.

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH
WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Net Invoice: 8,244.00

Freight: 0.00

Sales Tax: 0.00

Invoice Total: 8,244.00

P.O. No. _____

30655

CITY OF GRIMES

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Municipal Supply Inc
Name

1550 NE 51st Ave Des Moines, IA 50313
Address

Phone Number/Fax Number _____

ITEMS	QTY	UNIT PRICE	TOTAL
# 91960 - Meters + SmartPoints - Thorpe		#	23,794 ⁰⁰
# 91960 - Meters - Grimes		#	10,400 ⁰⁰
# 105227 - 1" Meters - Grimes		#	8,244 ⁰⁰
Total			# 42,438 ⁰⁰

PURCHASE JUSTIFICATION: _____

DEPARTMENT: Water

LINE ITEM: 600-810-6503

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: T.J. Van Horn DATE: 10/28/03
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Jake Anderson msh 10-29-21
City Administrator Date

Council Approval date: (if over \$5,000)

☐ Purchaser's Copy ☐ Vendor's Copy ☐ File Copy



REC'D OCT 27 2021

Invoice

Please Remit Payment To:
Valmont Industries Inc.
PO Box 91410
Chicago, IL 60693
UNITED STATES

Purchase Order Number
29720
Our Reference
Kathryn Kay Schmidt

Invoice Date
10/22/21
Order Date
9/2/21
Customer Number
559

Invoice Number
CD2196765
Order Number
518774-3-1
Your Reference

Delivery Address
GRIMES CITY OF PUBLIC WORKS MAINT
1700 SE DESTINATION DR
GRIMES, IA 50111
DALLAS
UNITED STATES

Invoice Address
CITY OF GRIMES
101 NE HARVEY STREET
GRIMES, IA 50111
POLK
UNITED STATES

Ship Via
HUNT

Terms of Delivery
FOB Origin Freight Prepaid

Delivery Terms Location
Forward Agent

Latest Ship Date
10/22/21
Due Date
11/21/21

Terms of Payment
Net 30 Days

Label Note
900037293

339-210-6496

Sales

Pos	Part No Description	Taxable	Sales Qty Price Qty	Unit Unit	Sales Unit Price	Disc. Amount Net Amount
1	POL	Yes	1.00	pcs	11,321.00	0.00
	Purchase Order Line		1.00	pcs		11,321.00
Ship Via: Truck						
IA-34-HR-15-M232-FPGV(VPRO57)-HH-AB						
2	J444581	Yes	1.00	pcs	0.00	0.00
	POL1AH004356ST0FE7NIA 578A/SX@18/M2		1.00	pcs		0.00
Ship Via: Truck						
3	J444544	Yes	1.00	pcs	0.00	0.00
	ARA6AT00E340E0TPF15DIA 578A/W107		1.00	pcs		0.00
Ship Via: Truck						
4	J393731	Yes	1.00	pcs	0.00	0.00
	ARA3E457A150RFC3F30RIA 578A/W107		1.00	pcs		0.00
Ship Via: Truck						
5	991216	Yes	2.00	pcs	0.00	0.00
	SEL MS GMT 1IN ID 1 3/4 OD #2772		2.00	pcs		0.00
Ship Via: Truck						
6	J444583	Yes	1.00	pcs	0.00	0.00
	TBA2321800200016326300002400S220S3		1.00	pcs		0.00
Ship Via: Truck						
7	J329077	Yes	4.00	pcs	0.00	0.00
	ABO3125311500650Y0225HDGVD 00-A325/		4.00	pcs		0.00
Ship Via: Truck						

Visit Address
28800 Ida Street
P.O. Box 358
Valley, NE 68064
402-359-2201

Invoice Address Phone Fax Bank Giro Postal Giro Tax Number



Invoice

Please Remit Payment To:

Valmont Industries Inc.
PO Box 91410
Chicago, IL 60693
UNITED STATES

Purchase Order Number

29720

Our Reference

Kathryn Kay Schmidt

Invoice Date

10/22/21

Order Date

9/2/21

Customer Number

559

Your Reference

Invoice Number

CD2196765

Order Number

518774-3-1

Pos	Part No Description	Taxable	Sales Qty Price Qty	Unit Unit	Sales Unit Price	Disc. Amount Net Amount
8	J329029 ANUA1942H HH 150UNCHDGV D IA/850	Yes	4.00 4.00	pcs pcs	0.00	0.00 0.00
Ship Via:	Truck					
9	J329030 AWACS150HDGV D IA/850	Yes	8.00 8.00	pcs pcs	0.00	0.00 0.00
Ship Via:	Truck					
10	J329078 WHR LK 1 1/2 GV D IA/850	Yes	4.00 4.00	pcs pcs	0.00	0.00 0.00
Ship Via:	Truck					
11	J444581P POST FINISH ATTACH FOR J444581	Yes	1.00 1.00	pcs pcs	0.00	0.00 0.00
Ship Via:	Truck					
12	J444581Z SHIPPING ITEMS FOR J444581	Yes	1.00 1.00	pcs pcs	0.00	0.00 0.00
Ship Via:	Truck					
13	J444544Z SHIPPING ITEMS FOR J444544	Yes	1.00 1.00	pcs pcs	0.00	0.00 0.00
Ship Via:	Truck					
14	J444583P POST FINISH ATTACH FOR J444583	Yes	1.00 1.00	pcs pcs	0.00	0.00 0.00
Ship Via:	Truck					
15	POL Purchase Order Line	Yes	1.00 1.00	pcs pcs	12,020.00	0.00 12,020.00
Ship Via:	Truck					
IA-44-HR-15-M232-FPGV(VPRO57)-HH-AB						
16	J444581 POL1AH004356ST0FE7NIA 578A/SX@18/M2	Yes	1.00 1.00	pcs pcs	0.00	0.00 0.00
Ship Via:	Truck					
17	J444551 ARA6AE00E440E0TPF25DIA 578A/W107	Yes	1.00 1.00	pcs pcs	0.00	0.00 0.00
Ship Via:	Truck					
18	J393731 ARA3E457A150RFC3F30RIA 578A/W107	Yes	1.00 1.00	pcs pcs	0.00	0.00 0.00
Ship Via:	Truck					
19	991216 SEL MS GMT 1IN ID 1 3/4 OD #2772	Yes	2.00 2.00	pcs pcs	0.00	0.00 0.00
Ship Via:	Truck					
20	J444583 TBA2321800200016326300002400S220S3	Yes	1.00 1.00	pcs pcs	0.00	0.00 0.00
Ship Via:	Truck					
21	J329077 ABO3125311500650Y0225HDGVD 00-A325/	Yes	4.00 4.00	pcs pcs	0.00	0.00 0.00

Visit Address
28800 Ida Street
P.O. Box 358
Valley, NE 68064
402-359-2201

Invoice Address

Phone

Fax

Bank Giro

Postal Giro

Tax Number



Invoice

Please Remit Payment To:

Valmont Industries Inc.
PO Box 91410
Chicago, IL 60693
UNITED STATES

Purchase Order Number

29720

Our Reference

Kathryn Kay Schmidt

Invoice Date

10/22/21

Order Date

9/2/21

Customer Number

559

Your Reference

Invoice Number

CD2196765

Order Number

518774-3-1

Pos	Part No Description	Taxable	Sales Qty Price Qty	Unit Unit	Sales Unit Price	Disc. Amount Net Amount
Ship Via:	Truck					
22	J329029	Yes	4.00	pcs	0.00	0.00
	ANUA1942H HH 150UNCHDGV D IA/850		4.00	pcs		0.00
Ship Via:	Truck					
23	J329030	Yes	8.00	pcs	0.00	0.00
	AWACS150HDGV D IA/850		8.00	pcs		0.00
Ship Via:	Truck					
24	J329078	Yes	4.00	pcs	0.00	0.00
	WHR LK 1 1/2 GV D IA/850		4.00	pcs		0.00
Ship Via:	Truck					
25	J444581P	Yes	1.00	pcs	0.00	0.00
	POST FINISH ATTACH FOR J444581		1.00	pcs		0.00
Ship Via:	Truck					
26	J444581Z	Yes	1.00	pcs	0.00	0.00
	SHIPPING ITEMS FOR J444581		1.00	pcs		0.00
Ship Via:	Truck					
27	J444551Z	Yes	1.00	pcs	0.00	0.00
	SHIPPING ITEMS FOR J444551		1.00	pcs		0.00
Ship Via:	Truck					
28	J444583P	Yes	1.00	pcs	0.00	0.00
	POST FINISH ATTACH FOR J444583		1.00	pcs		0.00
Ship Via:	Truck					
29	POL	Yes	1.00	pcs	13,845.00	0.00
	Purchase Order Line		1.00	pcs		13,845.00
Ship Via:	Truck					
IA-48-HR-15-M232-FPGV(VPRO57)-HH-AB						
30	J444582	Yes	1.00	pcs	0.00	0.00
	POL1AR258356ST0FE5NIA 578A/SX&HH@18		1.00	pcs		0.00
Ship Via:	Truck					
31	J444552	Yes	1.00	pcs	0.00	0.00
	ARA6AW00E480E0TPF25DIA F578A/W107		1.00	pcs		0.00
Ship Via:	Truck					
32	J393731	Yes	1.00	pcs	0.00	0.00
	ARA3E457A150RFC3F30RIA 578A/W107		1.00	pcs		0.00
Ship Via:	Truck					
33	991216	Yes	3.00	pcs	0.00	0.00
	SEL MS GMT 1IN ID 1 3/4 OD #2772		3.00	pcs		0.00
Ship Via:	Truck					
34	J444583	Yes	1.00	pcs	0.00	0.00
	TBA2321800200016326300002400S220S3		1.00	pcs		0.00
Ship Via:	Truck					
35	J329077	Yes	4.00	pcs	0.00	0.00
	ABO3125311500650Y0225HDGVD 00-A325/		4.00	pcs		0.00

Visit Address
28800 Ida Street
P.O. Box 358
Valley, NE 68064
402-359-2201

Invoice Address

Phone

Fax

Bank Giro

Postal Giro

Tax Number



Invoice

Please Remit Payment To:

Valmont Industries Inc.
PO Box 91410
Chicago, IL 60693
UNITED STATES

Purchase Order Number

29720

Our Reference

Kathryn Kay Schmidt

Invoice Date

10/22/21

Order Date

9/2/21

Customer Number

559

Your Reference

Invoice Number

CD2196765

Order Number

518774-3-1

Pos	Part No Description	Taxable	Sales Qty Price Qty	Unit Unit	Sales Unit Price	Disc. Amount Net Amount
Ship Via:	Truck					
36	J329029	Yes	4.00	pcs	0.00	0.00
	ANUA1942H HH 150UNCHDGV D IA/850		4.00	pcs		0.00
Ship Via:	Truck					
37	J329030	Yes	8.00	pcs	0.00	0.00
	AWACS150HDGV D IA/850		8.00	pcs		0.00
Ship Via:	Truck					
38	J329078	Yes	4.00	pcs	0.00	0.00
	WHR LK 1 1/2 GV D IA/850		4.00	pcs		0.00
Ship Via:	Truck					
39	J444582P	Yes	1.00	pcs	0.00	0.00
	POST FINISH ATTACH FOR J444582		1.00	pcs		0.00
Ship Via:	Truck					
40	J444582Z	Yes	1.00	pcs	0.00	0.00
	SHIPPING ITEMS FOR J444582		1.00	pcs		0.00
Ship Via:	Truck					
41	J444552Z	Yes	1.00	pcs	0.00	0.00
	SHIPPING ITEMS FOR J444552		1.00	pcs		0.00
Ship Via:	Truck					
42	J444583P	Yes	1.00	pcs	0.00	0.00
	POST FINISH ATTACH FOR J444583		1.00	pcs		0.00
Ship Via:	Truck					

Sub Total Amount 37,186.00

Total Exclusive Tax 37,186.00

Total Tax 0.00

Invoice Amount to Pay 37,186.00

Tax Totals							
Tax Code	Description	%	Total Amount	Total Discount	Tax Base Amount	Tax Amount	Gross Amount In Curr
C	Vertex City Tax	0	37,186.00	0.00	37,186.00	0.00	37,186.00
D	Vertex District Tax	0	37,186.00	0.00	37,186.00	0.00	37,186.00
CO	Vertex County Tax	0	37,186.00	0.00	37,186.00	0.00	37,186.00
S	Vertex State Tax	0	37,186.00	0.00	37,186.00	0.00	37,186.00

Purchase Order No: 29720

Carrier Call:

Dave Guthrie @ 515-330-9438 24hrs b/4 del

Marks: po#29720

Visit Address	Invoice Address	Phone	Fax	Bank Giro	Postal Giro	Tax Number
28800 Ida Street P.O. Box 358 Valley, NE 68064 402-359-2201						



Invoice

Please Remit Payment To:

Valmont Industries Inc.
PO Box 91410
Chicago, IL 60693
UNITED STATES

Purchase Order Number

29720

Our Reference

Kathryn Kay Schmidt

Invoice Date

10/22/21

Order Date

9/2/21

Customer Number

559

Your Reference

Invoice Number

CD2196765

Order Number

518774-3-1

For Customer Service contact:

Valmont - KS: 316-321-1201
Valmont - OK: 918-583-5881
Valmont - NE, TX, WA, TN: 402-359-2201
Valmont - Plymouth: 574-936-4221
Valmont - Salem: 503-363-9267
Valmont - IN: 574-295-6942
Matco Services, Inc: 412-788-1263
Valmont - MN: 651-463-8990

Thank you for your business!!

Visit Address	Invoice Address	Phone	Fax	Bank Giro	Postal Giro	Tax Number
28800 Ida Street P.O. Box 358 Valley, NE 68064 402-359-2201						

P.O. No. _____

30704

CITY OF GRIMES

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Valmont Industries Inc. (Vendor # 2874)
Name

PO Box 91410, Chicago, IL 60693
Address

Phone Number/Fax Number _____

ITEMS	QTY	UNIT PRICE	TOTAL
Hwy 141/Hwy 44 - Traffic Signal Poles + Mast Arms			\$ 37,186. ⁰⁰

PURCHASE JUSTIFICATION: _____

DEPARTMENT: Development Services

LINE ITEM: 339-210-6490

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: Matt Ahrens RBY. DATE: Oct. 27, 2021
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Jake Anderson msh 10-29-21
City Administrator Date

Council Approval date: (if over \$5,000)

☐ Purchaser's Copy ☐ Vendor's Copy ☐ File Copy

REC'D OCT 25 2021

** I N V O I C E **

TRANSIT WORKS

A Division of TW Enterprises, Inc.

FED. ID # 47-0795031

6000 S. 58th Street, Suite A
Lincoln, NE 68516
402.421.6700
402.421.7395 Fax10540 Hickman Road, Suite E1
Des Moines, IA 50325
515.270.1156
515.270.6612 Fax

INVOICE DATE	INVOICE NO	PAGE
10/21/21	147880	1

INVOICETerms NET 10 DAYS
Due Date 10/31/21Bill to
CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111Ship to
CITY OF GRIMES
410 SE MAIN ST, STE 102
GRIMES, IA 50111

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP	PURCHASE ORDER NO	SHIP DATE	SHIP VIA
51902	10/21/21	3096	1	GREG JAMESON	ASAP	CPU DES MOINES
QUANTITY ORDERED	UNIT	ITEM NO	ITEM DESCRIPTION	ITEM DISCOUNT	UNIT PRICE	EXTENDED PRICE
QUANTITY SHIPPED	UNIT	ITEM NO	ITEM DESCRIPTION	ITEM DISCOUNT	UNIT PRICE	EXTENDED PRICE
1	EA	8030.020.037	BRX7 SN D2138644401053		10990.00	
1		0	SMART ANTENNA KIT		10990.00	
1	EA	8010.010.001	RT4 SN 306636 STD 7"		3480.00	
1		0	WIFI BT 128GB		3480.00	
1	EA	5559-44	SURVPC GPS ONLY 6.X #147		0.00	
1		0	460-CAA30-620720-105149		0.00	
			(CHANGE KEY 171633)			
1	EA	X-PORT	XPT #13313-CAA30-620721-		0.00	
1		0	16429 X-PORT SOFTWARE		0.00	
1	EA	5200-35	CRADLE, SHC/FC6000/RT4		239.95	
1		0	W/CLAMP (RAP-B-400U)		239.95	
1	EA	8080-16	ROD, ROVER 2M CF 2 SECT		273.00	
1		0			273.00	
1	EA	8143	BAG, CELL PHONE, GPS,		19.00	
1		0	(8143-22-FLY)		19.00	
1	EA	SETUP	SYSTEM SETUP & CONFIGURE		240.00	
1		0	LOAD SOFTWARE		240.00	
2	EA	MISC	#162-00-ORG CASE, GPS		44.24	
2		0	ROVER ROD CARRYING		88.48	

WE APPRECIATE YOUR BUSINESS!

REMIT TO TRANSIT WORKS, 6000 S. 58th, SUITE A, LINCOLN, NE 68516

PLEASE PAY FROM THIS INVOICE

A Finance Charge of 1 1/2% per month will be charged on all past due accounts (Annual % rate of 18%). All equipment remains the property of TRANSIT WORKS until paid in full.

SALES AMOUNT	15,330.43
MISC CHARGES	0.00
FREIGHT	0.00
SALES TAX	0.00
TOTAL	15,330.43
PAYMENT REC'D	0.00
BALANCE DUE	15,330.43

P.O. No. _____

30702

CITY OF GRIMES

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Transit Works

Name

6000 S. 58th, Ste A., Lincoln, NE 68516

Address

Phone Number/Fax Number

ITEMS

QTY

UNIT PRICE

TOTAL

GPS Unit

\$15,330.43

\$2555.08 from 740-815-6504, \$2555.08 from 600-810-6504,

\$2555.08 from 610-815-6504, \$7,165.19 from 001-170-6504

PURCHASE JUSTIFICATION: _____

DEPARTMENT: Development Services / Public Works

LINE ITEM: 740-815-6504 / 600-810-6504 / 610-815-6504 / 001-170-6504

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: Chris Pealtinghoff P.E. DATE: Oct. 28, 2021
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Jake Anderson
City Administrator

msh

10-29-21
Date

Council Approval date: (if over \$5,000)

☐ Purchaser's Copy

☐ Vendor's Copy

☐ File Copy

Christensen Development 1, LLC
215 East 3rd Street, Suite 300
Des Moines, IA 50309 US
quickbooks@bergankdv.com

Invoice

BILL TO
City of Grimes
Attn: Jake Anderson
410 SE Main
Grimes, IA 50111

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1280	11/01/2021	\$10,000.00	12/01/2021	Net 30	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Consulting	October 2021	1	10,000.00	10,000.00

BALANCE DUE

\$10,000.00

Purchase Order

PO Number: **9714**

Grimes Public Library

200 N James St.; Grimes, IA 50111

Date: 11-1-21

Pay To: Christensen Development

Invoice: 1280

Total Amount: \$ 10,000.00

RECEIVED

NOV - 3 2021

Account Number	Account Name	Amount	Description
002-410-6230	Training/ Mtg/Conf		
002-410-6310	Building Maint.		
002-410-6320	Grounds Maint.		
002-410-6371	Electric/Gas		Utilities
002-410-6373	Telephone/ Comm.		Phone/Internet
002-410-6404	Collections		Collection services
002-410-6409	Janitorial		Cleaning
002-410-6419	Technology		
002-410-6502	Material Acquisition		Materials
002-410-6506	Office Expense		
002-410-6510	Safety Equipment		
002-410-6511	Program Supplies		Programming supplies
002-410-6770	Architect		
Special Appropriations			
167-410-6502	Special - Appropriations		
350-410-6490	Lib Bldg Other	10,000.00	Consulting

gWorks

3905 South 148th St., Ste 200
Omaha, NE 68144
402-436-2150



INVOICE

BILL TO
CITY OF GRIMES IA
ATTN: ACCOUNTS PAYABLE
101 NE HARVEY ST
GRIMES, IA 50111

INVOICE #	DATE	TERMS	DUE DATE
2019-13531	10/24/2021	Net 90	01/22/2022

Please detach top portion and return with your payment.

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
This is your Annual License Fee for SimpleCity Desktop Financial Accounting for the term starting 01/01/2022 and ending 12/31/2022.	1	5,798.00	5,798.00
This is your Product Support Agreement fee for SimpleCity Desktop Financial Accounting for the term starting 01/01/2022 and ending 12/31/2022.	1	6,659.00	6,659.00

BALANCE DUE	\$12,457.00
-------------	--------------------

INVOICE

WEITZ /// BUILD A BETTER WAY.™

THE WEITZ COMPANY / 5901 THORNTON AVENUE / DES MOINES / IOWA 50321 / PH:515.246.4700 / FX: 515.246.4799 / WWW.WEITZ.COM

Invoice Number: 1X237499

Invoice Date: 11/4/2021

Due Date: Upon Receipt

BILL TO:

City of Grimes
Attn: Jake Anderson
101 NE Harvey St
Grimes, IA 50111

PROJECT:

Grimes Public Library
200 NE Beaverbrooke Blvd
Grimes, IA 50111

	SCHEDULE OF VALUE	COMPLETED THIS PERIOD	PREVIOUS BILLED	TOTAL COMPLETED	BALANCE TO FINISH
Preconstruction Services	25,000.00	20,000.00		20,000.00	5,000.00
			0.00	0.00	0.00
			0.00	0.00	0.00
Total Value	25,000.00	20,000.00	0.00	20,000.00	5,000.00

Balance Due	20,000.00
-------------	-----------

Send payment by wiring funds as indicated in contract. If wiring is not possible, send to:

The Weitz Company, LLC

PO Box 310474

Des Moines, IA 50331-0474

Attn: Accounts Receivable

Please include the invoice number on your check.

Purchase Order**PO Number: 9722**

Grimes Public Library

200 N James St.; Grimes, IA 50111

Date: 11-4-21

Pay To: Wet 2

Invoice: 1X237499

Total Amount: \$ 20,000.00

Account Number	Account Name	Amount	Description
002-410-6230	Training/ Mtg/Conf		
002-410-6310	Building Maint.		
002-410-6320	Grounds Maint.		
002-410-6371	Electric/Gas		Utilities
002-410-6373	Telephone/ Comm.		Phone/Internet
002-410-6404	Collections		Collection services
002-410-6409	Janitorial		Cleaning
002-410-6419	Technology		
002-410-6502	Material Acquisition		Materials
002-410-6506	Office Expense		
002-410-6510	Safety Equipment		
002-410-6511	Program Supplies		Programming supplies
002-410-6770	Architect		
Special Appropriations			
167-410-6502	Special - Appropriations		
350-410-6490	Lib. Bldg - Other Prof.	20,000.00	Preconstruction Services

Annual Urban Renewal Report, Fiscal Year 2020 - 2021

Levy Authority Summary

Local Government Name: GRIMES
Local Government Number: 77G719

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
GRIMES URBAN RENEWAL	77044	17

TIF Debt Outstanding: 101,254,517

TIF Sp. Rev. Fund Cash Balance as of 07-01-2020:	999,364	0	Amount of 07-01-2020 Cash Balance Restricted for LMI
---	---------	---	---

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	3,760,296
Asset Sales & Loan Repayments:	0
Total Revenue:	3,760,296

Rebate Expenditures:	2,115,190
Non-Rebate Expenditures:	1,793,826
Returned to County Treasurer:	0
Total Expenditures:	3,909,016

TIF Sp. Rev. Fund Cash Balance as of 06-30-2021:	850,644	0	Amount of 06-30-2021 Cash Balance Restricted for LMI
---	---------	---	---

Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance: 96,494,857

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

Urban Renewal Area Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL
 UR Area Number: 77044

UR Area Creation Date: 05/1987

UR Area Purpose: The goal is to stimulate, through public involvement and commitment, private investments in commercial and industrial development and the creation of a sound economic base as the foundation of future growth and development.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
GRIMES CITY/DC-GRIMES SCH/92 AMD TIF INCR	770181	770182	9,823,195
GRIMES CITY AG/DC-GRIMES SCH/92 AMD TIF INCR	770183	770184	0
GRIMES CITY/JOHNSTON SCH/17 ORD 687 AMD TIF INCR	770185	770186	1,652,004
GRIMES CITY AG/JOHNSTON SCH/17 ORD 687 AMD TIF INCR	770187	770188	0
GRIMES CITY/DC-GRIMES SCH/17 ORD 690 AMD TIF INCR	770239	770240	39,438,681
GRIMES CITY AG/DC-GRIMES SCH/17 ORD 690 AMD TIF INCR	770241	770242	0
GRIMES CITY/JOHNSTON SCH/17 ORD 690 AMD TIF INCR	770243	770244	8,011,422
GRIMES CITY AG/JOHNSTON SCH/17 ORD 690 AMD TIF INCR	770245	770246	0
GRIMES CITY/DC-GRIMES SCH/87 & 90 TIF INCR	770261	770263	40,922,273
GRIMES CITY/JOHNSTON SCH/87 & 90 TIF INCR	770353	770265	2,841,355
GRIMES CITY AG/DC-GRIMES SCH/87 & 90 TIF INCR	770262	770516	0
GRIMES CITY AG/JOHNSTON SCH/87 & 90 TIF INCR	770264	770517	0
GRIMES CITY/URB SCH/87 & 90 TIF INCR	770570	770571	79,022
GRIMES CITY AG/URB SCH/87 & 90 TIF INCR	770569	770598	0
GRIMES CITY/JOHNSTON SCH/03 AMD TIF INCR	770645	770646	17,522,234
GRIMES CITY AG/JOHNSTON SCH/03 AMD TIF INCR	770644	770653	0
GRIMES CITY/JOHNSTON SCH/18 ORD 712 NOV ADDITION AMD TIF INCR	770925	770926	247,801

Urban Renewal Area Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	3,228,060	1,099,071,280	337,318,030	56,532,600	0	-670,424	1,550,860,966	0	1,550,860,966
Taxable	2,630,321	605,305,779	303,586,227	50,879,340	0	-670,424	1,001,190,508	0	1,001,190,508
Homestead Credits									3,085

TIF Sp. Rev. Fund Cash Balance as of 07-01-2020: 999,364 0 Amount of 07-01-2020 Cash Balance Restricted for LMI

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 3,760,296
 Asset Sales & Loan Repayments: 0
 Total Revenue: 3,760,296

Rebate Expenditures: 2,115,190
 Non-Rebate Expenditures: 1,793,826
 Returned to County Treasurer: 0
 Total Expenditures: 3,909,016

TIF Sp. Rev. Fund Cash Balance as of 06-30-2021: 850,644 0 Amount of 06-30-2021 Cash Balance Restricted for LMI

Projects For GRIMES URBAN RENEWAL

2007 Bond issue

Description:	Water, sewer and road construction for new development
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Sports Complex construction

Description:	North Sports Complex construction for tourism Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

Hunter Farms Agreement

Description:	Rebate conditional on development
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

Park Systems Infrastructure

Description:	Improvements to existing Sports Complex Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

Grimes Community Complex

Description:	Bldg Improvements
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Park Systems Trail Construction

Description:	Linked trail system with Johnston Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

James Street Improvements

Description:	Improvements to Major collector
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Hwy 44 Construction

Description:	Improvements, signals and lane widening to Hwy 44
--------------	---

Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

GD Development Agreement

Description:	Redevelopment of building on SE Main Street
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

CRC Development Agreement

Description:	New construction development
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

ServPro Development Agreement

Description:	New Construction Development
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Hubbell Rebate Agreement

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2012 Bond Issue/Reissue 2020B

Description:	SE Main Street and Road Improvement
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2014 Hubbell rebate

Description:	warehouse rebates
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

2014 TNC rebate

Description:	reconstruction of commerical building
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

2015 Bond Issue

Description:	North Sports Complex and NE James, NE Main and BB Boulevard
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2015 Prairie Business Park rebate

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2015 Hubbell Rebate

Description:	New construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2016 Shade Tree Auto Rebate

Description:	New construction of an existing business in Grimes
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

2016 Total Family Eye Care

Description:	New construction of an existing business in Grimes
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

2016 Heritage - BB Boulevard

Description:	New Construction of a Major Collector
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2016 RO System

Description:	New Water Treatment System to provide better quality water
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

2017 Hy-Vee Rebate

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2017 C2P2 rebate

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2017 Daimler Trucks

Description:	New Construction
--------------	------------------

Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2013 Premier Concrete

Description:	Redevelop. Hawkeye Comm Site Hwy 141
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

2013 Bond Ref 2003

Description:	Road construction
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2018A Bond Issue

Description:	Infrastructure, Roads, Ambulance
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2018 Grimes Ind Park #5 Hubbell

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2018 Thieleke Trust

Description:	New Construction
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

2018 PMR Realty Group (R & R)

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	No

2018 Destination Market (Menards)

Description:	New Construction
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

2017 Street/Trail/Infrastructure/Amb

Description:	Street/Trail/Infrastructure
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2019A Bond Issue

Description:	Roads, Utilities, Storm water mitigation
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

2018 Hy-Vee #2 Rebate

Description:	New Construction
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

2018 Iowa Stone Rebate

Description:	New Construction
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

2018 Hope K Farm Rebate

Description:	New Construction
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

2020A Bond Issue

Description:	Roads, Utilities, Equipment, Land, Infrs.
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Anderson Four LLC Rebate

Description:	New Construction
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

Golden Rule Rebate

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	No

Hope K Farms Phase 1

Description:	New Construction SportsPlex
	Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	No
Payments Complete:	No

City Admin Support Program

Description:	Administrative Support for TIF
--------------	--------------------------------

Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

2021A GO Bond Issue

Description:	Library new construction, roads, infrastructure, splashpad
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For GRIMES URBAN RENEWAL

Hunter Farms Agreement

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	12/23/2003
FY of Last Payment:	2020

Premiere Concrete Agreement

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/25/2013
FY of Last Payment:	2020

Hubbell Development Agreement

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	10/09/2012
FY of Last Payment:	2023

2012 Bond Issue/Reissue 2020B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,047,500
Interest:	308,310
Total:	2,355,810
Annual Appropriation?:	No
Date Incurred:	12/03/2012
FY of Last Payment:	2032

2014 Hubbell

Debt/Obligation Type:	Rebates
Principal:	94,328
Interest:	0
Total:	94,328
Annual Appropriation?:	Yes
Date Incurred:	01/14/2014
FY of Last Payment:	2024

2014 TNC

Debt/Obligation Type:	Rebates
Principal:	3,335
Interest:	0

Total:	3,335
Annual Appropriation?:	Yes
Date Incurred:	01/14/2014
FY of Last Payment:	2024

2015 Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,400,000
Interest:	918,400
Total:	4,318,400
Annual Appropriation?:	No
Date Incurred:	04/14/2015
FY of Last Payment:	2035

2015 Prairie Business Park

Debt/Obligation Type:	Rebates
Principal:	1,479,265
Interest:	0
Total:	1,479,265
Annual Appropriation?:	Yes
Date Incurred:	04/14/2015
FY of Last Payment:	2025

2015 Hubbell

Debt/Obligation Type:	Rebates
Principal:	432,114
Interest:	0
Total:	432,114
Annual Appropriation?:	Yes
Date Incurred:	04/14/2015
FY of Last Payment:	2025

2016 Total Family Eye Care

Debt/Obligation Type:	Rebates
Principal:	36,089
Interest:	0
Total:	36,089
Annual Appropriation?:	Yes
Date Incurred:	11/10/2015
FY of Last Payment:	2025

2016 Shade Tree Auto

Debt/Obligation Type:	Rebates
Principal:	125,364
Interest:	0
Total:	125,364
Annual Appropriation?:	Yes
Date Incurred:	11/10/2015
FY of Last Payment:	2025

2016 Heritage

Debt/Obligation Type:	Rebates
Principal:	3,710,343
Interest:	0
Total:	3,710,343

Annual Appropriation?:	Yes
Date Incurred:	11/10/2015
FY of Last Payment:	2025

2017 C2P2 LLC Rebates

Debt/Obligation Type:	Rebates
Principal:	1,500,000
Interest:	0
Total:	1,500,000
Annual Appropriation?:	Yes
Date Incurred:	05/23/2017
FY of Last Payment:	2029

2017 Daimler Trucks Rebates

Debt/Obligation Type:	Rebates
Principal:	1,797,930
Interest:	0
Total:	1,797,930
Annual Appropriation?:	Yes
Date Incurred:	06/13/2017
FY of Last Payment:	2026

2018 Grimes Ind Park 5 (Hubbell)

Debt/Obligation Type:	Rebates
Principal:	1,800,000
Interest:	0
Total:	1,800,000
Annual Appropriation?:	Yes
Date Incurred:	06/12/2018
FY of Last Payment:	2029

2018 Thieleke Trust

Debt/Obligation Type:	Rebates
Principal:	12,500,000
Interest:	0
Total:	12,500,000
Annual Appropriation?:	Yes
Date Incurred:	12/12/2017
FY of Last Payment:	2028

2018 PMR Realty Group (R&R)

Debt/Obligation Type:	Rebates
Principal:	1,800,000
Interest:	0
Total:	1,800,000
Annual Appropriation?:	Yes
Date Incurred:	05/22/2018
FY of Last Payment:	2029

2018 Destination Market (Menards)

Debt/Obligation Type:	Rebates
Principal:	12,500,000
Interest:	0
Total:	12,500,000
Annual Appropriation?:	Yes

Date Incurred:	12/13/2017
FY of Last Payment:	2028

2018A GO Bond issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,677,500
Interest:	1,243,703
Total:	5,921,203
Annual Appropriation?:	No
Date Incurred:	06/27/2018
FY of Last Payment:	2033

2017 GO Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,625,000
Interest:	97,469
Total:	1,722,469
Annual Appropriation?:	No
Date Incurred:	05/03/2017
FY of Last Payment:	2024

2019A GO Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,255,000
Interest:	312,283
Total:	2,567,283
Annual Appropriation?:	No
Date Incurred:	06/26/2019
FY of Last Payment:	2033

2016 GO Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,765,000
Interest:	205,082
Total:	1,970,082
Annual Appropriation?:	No
Date Incurred:	05/25/2016
FY of Last Payment:	2031

2018 Hy-Vee #2

Debt/Obligation Type:	Rebates
Principal:	3,200,000
Interest:	0
Total:	3,200,000
Annual Appropriation?:	Yes
Date Incurred:	08/14/2018
FY of Last Payment:	2039

2018 Iowa Stone

Debt/Obligation Type:	Rebates
Principal:	350,000
Interest:	0
Total:	350,000
Annual Appropriation?:	Yes
Date Incurred:	11/13/2018

FY of Last Payment:	2025
---------------------	------

2018 Hope K Farm

Debt/Obligation Type:	Rebates
Principal:	5,000,000
Interest:	0
Total:	5,000,000
Annual Appropriation?:	Yes
Date Incurred:	10/23/2018
FY of Last Payment:	2034

2020A GO Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,192,500
Interest:	642,410
Total:	4,834,910
Annual Appropriation?:	No
Date Incurred:	06/25/2020
FY of Last Payment:	2035

2020 Golden Rule

Debt/Obligation Type:	Rebates
Principal:	90,000
Interest:	0
Total:	90,000
Annual Appropriation?:	Yes
Date Incurred:	02/20/2020
FY of Last Payment:	2027

2020 Anderson Four LLC

Debt/Obligation Type:	Rebates
Principal:	500,000
Interest:	0
Total:	500,000
Annual Appropriation?:	Yes
Date Incurred:	04/28/2020
FY of Last Payment:	2027

2017 Hy-Vee Rebate

Debt/Obligation Type:	Rebates
Principal:	138,222
Interest:	0
Total:	138,222
Annual Appropriation?:	Yes
Date Incurred:	01/10/2017
FY of Last Payment:	2023

Hope K Farms GrimesPlex

Debt/Obligation Type:	Rebates
Principal:	23,020,000
Interest:	0
Total:	23,020,000
Annual Appropriation?:	Yes
Date Incurred:	09/22/2020
FY of Last Payment:	2036

City Admin Support Program

Debt/Obligation Type:	Internal Loans
Principal:	2,150,000
Interest:	0
Total:	2,150,000
Annual Appropriation?:	Yes
Date Incurred:	11/10/2020
FY of Last Payment:	2025

2021A GO Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,292,500
Interest:	1,044,870
Total:	5,337,370
Annual Appropriation?:	No
Date Incurred:	06/23/2021
FY of Last Payment:	2036

Non-Rebates For GRIMES URBAN RENEWAL

TIF Expenditure Amount:	288,387
Tied To Debt:	2015 Bond Issue
Tied To Project:	2015 Bond Issue
TIF Expenditure Amount:	245,760
Tied To Debt:	2019A GO Bond Issue
Tied To Project:	2019A Bond Issue
TIF Expenditure Amount:	194,965
Tied To Debt:	2012 Bond Issue/Reissue 2020B
Tied To Project:	2012 Bond Issue/Reissue 2020B
TIF Expenditure Amount:	363,691
Tied To Debt:	2018 Grimes Ind Park 5 (Hubbell)
Tied To Project:	2016 RO System
TIF Expenditure Amount:	429,207
Tied To Debt:	2017 GO Bond Issue
Tied To Project:	2017 Street/Trail/Infrastructure/Amb
TIF Expenditure Amount:	271,816
Tied To Debt:	2018A GO Bond issue
Tied To Project:	2018A Bond Issue

Rebates For GRIMES URBAN RENEWAL

Hunter Farms - SE Corner of Hwy 141 and Se 19th

TIF Expenditure Amount:	0
Rebate Paid To:	Entity
Tied To Debt:	Hunter Farms Agreement
Tied To Project:	Hunter Farms Agreement
Projected Final FY of Rebate:	2020

TNC

TIF Expenditure Amount:	527
Rebate Paid To:	TNC LLC
Tied To Debt:	2014 TNC
Tied To Project:	2014 TNC rebate
Projected Final FY of Rebate:	2025

2014 Hubbell Rebate

TIF Expenditure Amount:	94,328
Rebate Paid To:	Hubbell Realty Co
Tied To Debt:	2014 Hubbell
Tied To Project:	2014 Hubbell rebate
Projected Final FY of Rebate:	2021

Total Family EyeCare

TIF Expenditure Amount:	23,160
Rebate Paid To:	Total Family EyeCare
Tied To Debt:	2016 Total Family Eye Care
Tied To Project:	2016 Total Family Eye Care
Projected Final FY of Rebate:	2023

Shade Tree Auto

TIF Expenditure Amount:	24,549
Rebate Paid To:	Shade Tree Auto
Tied To Debt:	2016 Shade Tree Auto
Tied To Project:	2016 Shade Tree Auto Rebate
Projected Final FY of Rebate:	2023

2015 Hubbell Rebate

TIF Expenditure Amount:	70,423
Rebate Paid To:	BTG IOWA
Tied To Debt:	2015 Hubbell
Tied To Project:	2015 Hubbell Rebate
Projected Final FY of Rebate:	2024

2017 Hy-Vee Rebate

TIF Expenditure Amount:	54,937
Rebate Paid To:	Hy-Vee
Tied To Debt:	2017 Hy-Vee Rebate
Tied To Project:	2017 Hy-Vee Rebate
Projected Final FY of Rebate:	2023

2016 Heritage

TIF Expenditure Amount:	1,315,797
Rebate Paid To:	Heritage at Grimes LLC
Tied To Debt:	2016 Heritage
Tied To Project:	2016 Heritage - BB Boulevard
Projected Final FY of Rebate:	2023

2017 Daimler Trucks

TIF Expenditure Amount:	215,549
Rebate Paid To:	Daimler Trucks in America
Tied To Debt:	2017 Daimler Trucks Rebates
Tied To Project:	2017 Daimler Trucks
Projected Final FY of Rebate:	2025

2015 Praire Business Park

TIF Expenditure Amount:	280,279
Rebate Paid To:	R & R Realty Group
Tied To Debt:	2015 Praire Business Park
Tied To Project:	2015 Praire Business Park rebate
Projected Final FY of Rebate:	2026

Iowa Stone

TIF Expenditure Amount:	35,641
Rebate Paid To:	Iowa Stone
Tied To Debt:	2018 Iowa Stone
Tied To Project:	2018 Iowa Stone Rebate
Projected Final FY of Rebate:	2023

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/DC-GRIMES SCH/92 AMD TIF INCR
 TIF Taxing District Inc. Number: 770182
 TIF Taxing District Base Year: 1991
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	91,253,670	8,256,200	0	0	-42,596	104,187,274	0	104,187,274
Taxable	0	50,257,324	7,430,580	0	0	-42,596	61,008,308	0	61,008,308
Homestead Credits									219

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	2,013,460	61,008,308	9,823,195	51,185,113	1,577,989

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/DC-GRIMES SCH/92 AMD TIF INCR
 TIF Taxing District Inc. Number: 770184
 TIF Taxing District Base Year: 1991
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	57,730	0	0	0	0	0	57,730	0	57,730
Taxable	47,036	0	0	0	0	0	47,036	0	47,036
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	57,730	0	0	0	0

FY 2021 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/JOHNSTON SCH/17 ORD 687 AMD TIF INCR
 TIF Taxing District Inc. Number: 770186
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	11,400,000	0	0	0	11,400,000	0	11,400,000
Taxable	0	0	10,260,000	0	0	0	10,260,000	0	10,260,000
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	6,248	10,260,000	1,652,004	8,607,996	266,450

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/JOHNSTON SCH/17 ORD 687 AMD TIF INCR
 TIF Taxing District Inc. Number: 770188
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	51,710	0	0	0	0	0	51,710	0	51,710
Taxable	42,136	0	0	0	0	0	42,136	0	42,136
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	51,710	0	0	0	0

FY 2021 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/DC-GRIMES SCH/17 ORD 690 AMD TIF INCR
 TIF Taxing District Inc. Number: 770240
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	714,854,820	31,487,310	23,338,400	0	-448,184	786,596,246	0	786,596,246
Taxable	0	393,701,273	28,338,579	21,004,560	0	-448,184	454,968,009	0	454,968,009
Homestead Credits									2,029

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	542,105,068	244,939,362	39,438,681	205,500,681	6,335,393

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/DC-GRIMES SCH/17 ORD 690 AMD TIF INCR
 TIF Taxing District Inc. Number: 770242
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,265,710	0	0	0	0	0	1,265,710	0	1,265,710
Taxable	1,031,338	0	0	0	0	0	1,031,338	0	1,031,338
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	1,265,710	0	0	0	0

FY 2021 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/JOHNSTON SCH/17 ORD 690 AMD TIF INCR
 TIF Taxing District Inc. Number: 770244
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	92,747,910	30,760,500	0	0	-38,892	138,829,518	0	138,829,518
Taxable	0	51,080,250	27,684,450	0	0	-38,892	89,669,808	0	89,669,808
Homestead Credits									231

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	89,112,370	49,756,040	8,011,422	41,744,618	1,292,156

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/JOHNSTON SCH/17 ORD 690 AMD TIF INCR
 TIF Taxing District Inc. Number: 770246
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	155,410	0	0	0	0	0	155,410	0	155,410
Taxable	126,633	0	0	0	0	0	126,633	0	126,633
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	155,410	0	0	0	0

FY 2021 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/DC-GRIMES SCH/87 & 90 TIF INCR
 TIF Taxing District Inc. Number: 770263
 TIF Taxing District Base Year: 1986
 FY TIF Revenue First Received: 1989
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1987

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	110,176,190	179,153,720	29,045,900	0	-48,152	326,949,658	0	326,949,658
Taxable	0	60,678,731	161,238,348	26,141,310	0	-48,152	254,153,413	0	254,153,413
Homestead Credits									313

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	2,851,560	254,153,413	40,922,273	213,231,140	6,573,716

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/JOHNSTON SCH/87 & 90 TIF INCR
 TIF Taxing District Inc. Number: 770265
 TIF Taxing District Base Year: 1986
 FY TIF Revenue First Received: 1993
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1987

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,609,600	11,560,300	0	0	-18,520	22,097,900	0	22,097,900
Taxable	0	886,478	10,404,270	0	0	-18,520	17,646,624	0	17,646,624
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	50,990	17,646,624	2,841,355	14,805,269	458,280

FY 2021 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/DC-GRIMES SCH/87 & 90 TIF INCR
 TIF Taxing District Inc. Number: 770516
 TIF Taxing District Base Year: 1986
 FY TIF Revenue First Received: 2001
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1987

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,118,060	0	0	0	0	0	1,118,060	0	1,118,060
Taxable	911,032	0	0	0	0	0	911,032	0	911,032
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	1,118,060	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/JOHNSTON SCH/87 & 90 TIF INCR
 TIF Taxing District Inc. Number: 770517
 TIF Taxing District Base Year: 1986
 FY TIF Revenue First Received: 1993
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1987

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	40,350	0	0	0	0	0	40,350	0	40,350
Taxable	32,878	0	0	0	0	0	32,878	0	32,878
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	40,350	0	0	0	0

FY 2021 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/URB SCH/87 & 90 TIF INCR
 TIF Taxing District Inc. Number: 770571
 TIF Taxing District Base Year: 1986
 FY TIF Revenue First Received: 2003
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1987

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	299,000	362,340	0	0	0	661,340	0	661,340
Taxable	0	164,672	326,106	0	0	0	490,778	0	490,778
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	23,540	490,778	79,022	411,756	12,848

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/URB SCH/87 & 90 TIF INCR
 TIF Taxing District Inc. Number: 770598
 TIF Taxing District Base Year: 1986
 FY TIF Revenue First Received: 2003
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1987

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	261,660	0	0	0	0	0	261,660	0	261,660
Taxable	213,209	0	0	0	0	0	213,209	0	213,209
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	261,660	0	0	0	0

FY 2021 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/JOHNSTON SCH/03 AMD TIF INCR
 TIF Taxing District Inc. Number: 770646
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2022

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2003

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	88,130,090	62,627,660	4,148,300	0	-74,080	155,200,970	0	155,200,970
Taxable	0	48,537,051	56,364,894	3,733,470	0	-74,080	108,824,247	0	108,824,247
Homestead Credits									292

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	25,744,100	108,824,247	17,522,234	91,302,013	2,826,147

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/JOHNSTON SCH/03 AMD TIF INCR
 TIF Taxing District Inc. Number: 770653
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2022

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2003

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	277,430	0	0	0	0	0	277,430	0	277,430
Taxable	226,059	0	0	0	0	0	226,059	0	226,059
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	277,430	0	0	0	0

FY 2021 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/JOHNSTON SCH/18 ORD 712 NOV ADDITION AMD TIF INCR
 TIF Taxing District Inc. Number: 770926
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,710,000	0	0	0	1,710,000	0	1,710,000
Taxable	0	0	1,539,000	0	0	0	1,539,000	0	1,539,000
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	4,180	1,539,000	247,801	1,291,199	39,968

FY 2021 TIF Revenue Received: 0

MINUTES PROVIDING FOR ADOPTION
OF RESOLUTION APPROVING
INTERNAL ADVANCE

419952-79

Grimes, Iowa

November 9, 2021

The City Council of the City of Grimes, Iowa met on November 9, 2021, at 5:30 o'clock p.m., at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

RESOLUTION NO 11-0221

Resolution Authorizing Internal Advance for Funding of Urban Renewal Administration and Professional Support Program

WHEREAS, the City of Grimes, Iowa (the “City”), has previously established the Grimes Urban Renewal Area (the “Urban Renewal Area”) and has established the Grimes Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City has authorized the Urban Renewal Administration and Professional Support Program (the “Admin Support Program”) as an urban renewal project in the Urban Renewal Area; and

WHEREAS, costs (the “Program Costs”) have been and will be incurred in connection with the undertaking of the Admin Support Program; and

WHEREAS, in order to cover a portion of the Program Costs and to make such Program Costs eligible to be recouped from incremental property tax revenues, it is necessary to facilitate an internal advance (the “Advance”) of funds;

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

Section 1. It is hereby directed that an amount not in excess of Four Hundred Thirty-Nine Thousand Fifty Dollars (\$439,050) be advanced (the “Advance”) from the General Fund (the “Source Fund”) in order to fund a portion of the Admin Support Program. The Admin Support Program shall be repaid to the Source Fund, with interest thereon at the per annum rate of 3.00%, out of incremental property tax revenues received with respect to the Urban Renewal Area. Interest shall be calculated from November 1, 2021 and shall be computed on the basis of the actual 365-day calendar year.

It is intended that the Advance shall be repaid in one (1) annual installment of principal of and interest on the Advance in the amount of \$452,221 on or before June 1, 2023, provided however that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion. All payments made will be applied first to accrued interest, and then to the Advance.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Polk County, Iowa to evidence the Advance described herein. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2021, the full amount of the Advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this November 9, 2021.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams



October 19, 2021

Via Email

Jake Anderson
City Administrator/City Hall
Grimes, IA

Re: Internal Advance/Urban Renewal Program
Our File No. 419952-79

Dear Jake:

We have prepared and attach an Internal Advance Resolution for use by the City Council at their meeting on October 26, 2021. Please review the details in the Resolution to ensure that they match the City's current circumstances.

Please call John Danos, Severie Orngard or me with any questions you might have regarding this matter.

Kind regards,

Amy Bjork

Attachment

cc: Rochelle Williams
Marcia Woodke

RESOLUTION 11-0321 AUTHORIZING PERSONNEL TRANSACTIONS

WHEREAS, the City of Grimes, Polk County, Iowa, is a duly organized Municipal Corporation; and

WHEREAS, staff in the Development Services Department has identified the need for an Assistant Planner/Planner I because of the volume of existing planning review work required;

WHEREAS, the Parks & Recreation Director has identified a need for staff planning skills relative to upcoming park planning activities;

WHEREAS, the Parks & Recreation Director and Development Services Director expect to jointly fund and share the Assistant Planner/Planner I position and there is budget capacity for the position for fiscal year 22;

WHEREAS, the City Engineer has planned and budgeted for a staff engineer/engineer in training (EIT) to be hired in fiscal year 22;

WHEREAS, the City Council has determined a need for a Marketing and Communications Manager to manage the communications and messaging strategy for the City, and the City Administrator has identified adequate funds to properly budget for the position;

WHEREAS, City Staff has presented the Council with the job descriptions for the Assistant Planner/Planner I, Staff Engineer/EIT, and Marketing and Communications Manager and their respective pay ranges, which are attached hereto.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that it hereby approves the job descriptions and pay ranges for the Assistant

Planner/Planner I, Engineer/EIT, and Marketing and Communications Manager, all attached hereto.

PASSED AND APPROVED this 9th day of November, 2021.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk



City of Grimes Job Description

A. Position Title	Location
Marketing and Communications Manager	Grimes Community Complex

B. Job Specifications

☒ Regular, Full-Time	☐ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Department 80 Administration	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/Yearly Pay: \$69,166 - \$93,959

C. Job Description Summary

Under the general direction of City Administrator, this position will plan, develop, coordinate, and implement marketing and communication strategies to advance the strategic objectives of the City of Grimes. This position is a point of contact for the media and all other general city inquiries. The position supports and may plan and lead in coordination with department leadership marketing activities of various city services and programs, with a heavy emphasis on Economic Development, Parks and Recreation, and certain City operational matters. Specific responsibilities include content design and creation, project work and incidental planning and coordination of special events.

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.

Support city departments to coordinate, design and produce (or manage third-party producers for) advertising, marketing, and promotion of departmental activities such as special events, annual reports, program guides/bulletins, services flyers, posters, presentation templates, social media, etc.

Develop and design comprehensive communications and/or branding strategy to assure coordination of marketing materials, message consistency, and brand presentation to advance City's strategic objectives.

Develop and administer organization-wide use of common templates, fonts, e-mail signatures, signage, etc.

Help develop and/or coordinate the marketing campaign for recreational programs offered by the Parks and Recreation Department, inclusive of program registration campaign, direct mail campaigns, and measure outcomes to gauge program effectiveness in generating interest and participation.

Design, or oversee design, of materials promoting city initiatives/services/operations including maps, graphs, reports, newsletters, and related publications using desktop graphic design and/or layout software packages.

Serve as main point of contact or support departmental contacts for external advertising, marketing, and public information campaigns.

Maintain city photo/video library for use in communications/marketing materials and occasional event photography, videography, assisting with drone footage, and video production.

Coordinate with City Clerk to manage access to and integrity of City logo/branded items (letterhead, templates, stationery, etc.) to balance appropriate staff access with maintaining the integrity of the City logo and brand.

Develop and maintain effective working relationships with media contacts; assist departments in sharing information via news releases/alerts, preparing final versions for distribution.
Coordinate with departments to prepare and/or deliver communications for city officials and preparation/practice for media interviews as needed.
Manage the City's social media presence; monitor and respond in coordination with appropriate departments to questions, concerns, and feedback on these sites. Develop practices to integrate disparate City department social media presences to foster unified City presence while enhancing unique departmental attributes.
Manage the City website, overseeing its design, function, content, and regular, timely updates.
Manage production and distribution of citywide external and internal newsletters, sourcing content from various departments and sources.
Prepare and oversee annual budget for Marketing/Communications activity in the General Government function.
Manage the City's social media presence; monitor and respond in coordination with appropriate departments to questions, concerns, and feedback on these sites. Develop practices to integrate disparate City department social media presences to foster unified City presence while enhancing unique departmental attributes.
Performs other duties and responsibilities as assigned.

E. Periodic Job Duties/Responsibilities

Develop and maintain relationships with other metro peers, regional governmental and inter-governmental agencies to coordinate communication efforts on those subjects of shared interest.
--

F. Qualifications

Education/Experience:	Bachelor's Degree in Marketing, Communications, Journalism, Graphic Design, or a related field. Three to five years' professional work experience in marketing, communications, media or public relations, with experience in public sector preferred. Any equivalent combination of experience and training providing the requisite knowledge, skills, and abilities to perform the work will be considered.
Skills:	Time management and organizational skills with ability to prioritize and manage multiple projects, assignments, and deadlines for timely completion of tasks/projects. Intermediate to expert proficiency with design/layout software and strong proficiency with Microsoft Office Suite; ability to quickly learn a variety of web-based applications. Demonstrated skills in identifying critical information, key messages, and challenges in communicating a complex but effective message consistent with organizational values and objectives. Ability to support and promote cooperation, communication, and collaboration between departments, staff members, elected officials, and community groups as well as citizens; ability to resolve conflicts in an open and engaged manner while considering multiple points of view.
Knowledge	Knowledge of principles and practices of public relations and information in a public administration environment, inclusive of print and electronic journalism techniques, news-gathering, and communicating information disseminated through multiple platforms. Knowledge of methods and equipment for media (including print, electronic, and audiovisual) production processes and techniques. Knowledge and demonstrated ability to manage social media, including website content management and response to public comments/questions on social media platforms.

Licenses/Certifications:	Valid Iowa drivers' license.
Other:	Click here to enter text.

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Sedentary/light work. Exerts up to 20lbs of force frequently and/or a negligible amount of force constantly to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Work is performed primarily in office setting with periodic field visits involving intermittent physical activity. Sufficient clarity of speech, hearing, vision and other communications capabilities, with or without reasonable accommodation which enables the individual to communicate effectively. Must also possess manual dexterity, with or without reasonable accommodation, to operate a personal computer and associated office tools and equipment.
Safety Hazards: (Refer to Glossary of Terms)	N/A

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:



Job Description

A. Position Title Location

Assistant Planner/Planner I	Development Services Department, Grimes Community Complex
-----------------------------	---

B. Job Specifications

☒ Regular, Full-Time	☐ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Department 80, Administration	To: Click here to enter text.
Reports to:	Development Services Director	Bargaining Unit: N/A
Post Offer Testing:	Click here to enter text.	FLSA: Exempt
Civil Service:	N/A	Hourly/Monthly Pay: \$25.20-\$31.85/hour

C. Job Description Summary

Under the general direction of the Development Services Director, the Assistant Planner plans and assists the Development Services Director in managing and overseeing the functions of city planning, public and private development review, zoning administration, and public park development.

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.

Perform development and plan review for all phases of private and public construction and improvement work to assure construction is completed in compliance with City of Grimes planning strategies, standards and specifications; zoning classifications; permitting; and all related codes and regulations.

Review permits related to zoning, zoning compliance, signs, grading, accessory structures and buildings, temporary site plans, and other permitted zoning activities.

Compile information and complete required reports for presentation at public meetings.

Demonstrated communication and presentation skills to represent the City professionally and effectively to local and regional stakeholders.

Participate in and contribute to preparing, planning, reviewing, and updating the city's comprehensive development plan; zoning, subdivision, and land use ordinances; and zoning map.

Demonstrated communication and presentation skills to represent the City professionally and effectively to local and regional stakeholders.

Provide input and guidance for all facets of City compliance programs for stormwater, zoning, and building, including planning, monitoring, reviewing, and enforcing consistent with the City's mission.

Perform related work as required and assigned.

E. Periodic Job Duties/Responsibilities

Attend and participate in community, regional, and governmental meetings and functions as may be identified in furthering the City's infrastructure and service objectives.

Assists the Development Services Director and Parks and Recreation Director with park development activities, including visioning, research and evaluation of concepts, validation of ideas and public participation activities.

F. Qualifications

Education/Experience:	Bachelor's degree in architecture, landscape architecture, urban planning, urban design, public administration, or similar field and related experience. One year of experience and responsibilities in city planning, development, or related roles preferred, but new graduates will also be considered. Equivalent combinations of education and experience will also be considered.
Skills:	Experience and/or aptitude for interpreting and applying laws, statutes and/or ordinances governing planning, zoning, building and economic development. Experience and/or aptitude with applying the principles, practices and techniques of planning and development, zoning, urban design, landscape architecture and sustainability. Experience and/or aptitude in interpreting legal descriptions of land, preparing / presenting written and oral reports/documents, strong time and multi-project management skills in a collaborative work environment with others, and strong communication skills.
Knowledge	Basic to intermediate understanding of the principles, practices and techniques of planning and development, zoning, urban design, sustainability, enforcement, and stormwater compliance.
Licenses/Certifications:	American Institute of Certified Planners (AICP) preferred.
Other:	N/A

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Sedentary/light work. Exerts up to 20lbs of force frequently and/or a negligible amount of force constantly to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Work is performed primarily in office setting with periodic off-site visits. Sufficient clarity of speech, hearing, vision and other communications capabilities, with or without reasonable accommodation which enables the individual to communicate effectively. Must also possess manual dexterity, with or without reasonable accommodation, to operate a personal computer and related equipment
Safety Hazards: (Refer to Glossary of Terms)	N/A

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:



City of Grimes Job Description

A. Position Title Location

Staff Engineer/EIT	Development Services Department, Grimes Community Complex
--------------------	---

B. Job Specifications

☒ Regular, Full-Time	☐ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Development Services	To: Click here to enter text.
Reports to:	City Engineer	Bargaining Unit: N/A
Post Offer Testing:	Click here to enter text.	FLSA: Exempt
Civil Service:	N/A	Hourly/Monthly Pay: \$69,166 - \$93,959

C. Job Description Summary

Under the direction of the City Engineer, the Staff Engineer performs work relating to the development, coordination, administration, and supervision of engineering services in the Development Services Department. The Staff Engineer's function is to help ensure public and private infrastructure is analyzed, designed, constructed, inspected, and managed in accordance with City Codes, policies, and regulations. Performs incidental supervision of the installation of public infrastructure in partnership with the Senior Engineering Technician. Performs other duties as required.

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.

Prepares and reviews engineering designs, plans, specifications, and cost estimates for public infrastructure projects to ensure compliance with established requirements.

Assists in the review and approval process of engineering designs, plans, specifications, and as-built records for private development projects.

Reviews public and private development street pavement, water main, storm sewer, sanitary sewer and sidewalk/trails design and construction for compliance with the Statewide Urban Design and Specifications (SUDAS) and City of Grimes standards.

Assists City Engineer with the preparation of the City's annual Capital Improvements Program including developing public improvement concepts and generating conceptual cost estimates.

Assists Engineering Division staff with construction administration and periodic construction observation duties on public and private infrastructure projects, including but not limited to: leading preconstruction meetings, preparing and reviewing pay applications and change orders and overseeing project closeouts.

Prepares letters, city council memos, resolutions, and other documents as necessary to prepare for council meetings and respond to the general public.

Assists with the locating and accuracy of the City's infrastructure assets in the GIS database.

Responds to inquiries and concerns from residents, businesses and contractors regarding public and private infrastructure improvements, completes on-site investigations and acts as the City's representative.

Performs other duties and responsibilities as assigned.

E. Periodic Job Duties/Responsibilities

Prepares funding/grant applications.

Assists with development of supplemental design and construction specifications.

Attends construction meetings such as, but not limited to, preconstruction, utility coordination, and project update meetings.

F. Qualifications

Education/Experience:	Bachelor's Degree in Civil Engineering from a four (4) year accredited college or university.
Skills:	Ability to organize and coordinate multiple engineering projects and activities to obtain maximum results; sound problem-solving ability; ability to communicate effectively and clearly, both verbally and in writing; ability to prepare technical reports, estimates, construction and cost records.
Knowledge	Entry-level knowledge of modern principles and practices of public works and civil engineering; basic knowledge of AutoCAD Civil 3D (or equivalent) and ArcReader GIS software (or equivalent); ability to coordinate the activities of engineering technicians; ability to manage multiple tasks simultaneously; ability to communicate and cooperate with officials, co-workers, contractors, and the general public. Proficient with PCs and computer software and applications, including CAD, GIS, GPS and/or civil engineering design software, word processing, database, and spreadsheet software.
Licenses/Certifications:	Engineering Intern Certificate or ability to obtain Engineering Intern Certificate within 12 months of employment.
Other:	Click here to enter text.

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Sedentary/light work. Exerts up to 20lbs of force frequently and/or a negligible amount of force constantly to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Work is performed primarily in office setting with periodic off-site visits. Sufficient clarity of speech, hearing, vision, and other communications capabilities, with or without reasonable accommodation which enables the individual to communicate effectively. Must also possess manual dexterity, with or without reasonable accommodation, to operate a personal computer and related equipment
Safety Hazards: (Refer to Glossary of Terms)	N/A

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 November 9, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – Silkwood Area Drainage Project Dubay Property

SYNOPSIS:

With the development of the plans for Grime Silkwood Area Drainage Project, it has been determined that certain easements will be necessary in order to construct the project.

A compensation estimate has been prepared for the easement, and an offer made to the property owner. The offer indicates that the City will pay a total of \$500.00 for the permanent and temporary easements, as well as compensation for certain restoration efforts within the easement areas.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = \$500.00

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 11-1321

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – SILKWOOD
AREA DRAINAGE PROJECT DUBAY PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Grimes Silkwood Area Drainage Project (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

WHEREAS, the City of Grimes has extended an Offer to Purchase and Agreement (the “Offer”), provided as Exhibit A, to the property owner (the “Owner”); and

WHEREAS, the Owner has reviewed the Offer and has accepted the Offer.

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

That, the Offer to Purchase Easement and Agreement is approved by the Grimes City Council, and the Mayor is authorized to execute, on behalf of the City of Grimes, such documents as are necessary and appropriate to effectuate the terms pursuant to the Offer, including, without limitation, any agreements, easements or other documents, and the City Clerk is authorized to attest to their signatures.

PASSED AND APPROVED this 9th day of November, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 311/00305-749-139

COUNTY: Polk

PROJECT NO. N/A

PROJECT NAME: Silkwood Drainage Project

TO: Mark and Lori Dubay

On this 25th day of August, 2021, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached Easement Exhibit. This offer shall terminate on 30 days from offer date. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: LAND ONLY. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$	on right of possession	
\$	on conveyance of title	
\$	on surrender of possession	
\$ 500.00	on possession and conveyance	Within 30 Days of BUYER Approval

\$ 500.00

TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	0 sq.ft.	\$ 0.00
Underlying Fee Title	0 sq.ft.	\$ 0.00
Permanent Easement	85 sq.ft.	\$ 500.00
Temporary Easement(s)	sq.ft.	
Landscaping/Other	Seeding/Water	
Total		\$500.00
Additional Damages	None	

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None
5. Each page and each attachment is by this reference made part hereof.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None
7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.
12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None
14. BUYER shall be responsible for the removal and relocation of any fences.
15. BUYER shall be responsible for all seeding and watering on the disturbed area within the easements.
16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.
17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.
18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.
19. GENERAL PROVISIONS.
 - a. This Agreement contains the entire agreement of the parties and no waiv-er, modification, release, or cancellation of this Agreement or any portion of this Agree-ment shall be binding unless evidenced by writing.
 - b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
 - c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned, claimants certify the total lump sum payment shown herein is just and unpaid.

X Mark A Dubay
By: Mark A Dubay
Marital Status: _____

X Lori R Dubay
By: Lori R Dubay
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

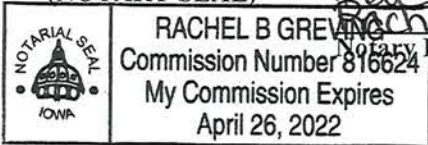
On this 22nd day of October, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark A. Dubay and Lori R. Dubay

to me personally known
or ☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Rachel Greving (Sign in Ink)
Rachel Greving (Print/Type Name)
Notary Public in and for the State of Iowa



CAPACITY CLAIMED

BY SIGNER:

☒ INDIVIDUAL
☐ CORPORATE

Title(s) of Corporate Officer(s): _____

☐ Corporate Seal is affixed

☐ No Corporate Seal procured

☐ PARTNER(s): ☐ Limited Partnership
☐ General Partnership

☐ ATTORNEY-IN-FACT

☐ EXECUTOR(s) or TRUSTEE(s)

☐ GUARDIAN(s) or CONSERVATOR(s)

☐ OTHER:

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)

BUYER'S APPROVAL

Signed by: Scott Mikkelsen (Date) _____

Attested by: Rochelle Williams (Date) _____

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

Preparer Information: Alex Pfaltzgraff 410 SE Main Street, Unit 102. Grimes, IA 50111 515-986-4050

When Recorded Return to: Alex Pfaltzgraff 410 SE Main Street, Unit 102. Grimes, IA 50111 515-986-4050

STORM SEWER 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 perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

See attached Exhibit "A"

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a storm sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

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 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.
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.

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 22nd day of October, 2021.

By: [Signature]
Name: MARK A DUBAY
Title: _____

By: [Signature]
Name: LORI R DUBAY
Title: _____

STATE OF Iowa)
COUNTY OF Polk) SS

On this 22nd day of October, 2021, before me, the undersigned personally appeared
MARK A DUBAY AND LORI R DUBAY

known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



[Signature]
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, _____, 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 _____, 2021, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2021.

City Clerk of Grimes, Iowa

EXHIBIT "A"
ACQUISITION PLAT OF PERMANENT EASEMENT
BEING CONVEYED TO THE CITY OF GRIMES

PREPARED FOR

CITY OF GRIMES
410 SE MAIN STREET
GRIMES, IOWA 50111

PROPRIETOR

MARK A DUBAY
LORI R DUBAY
1605 NE SILKWOOD CT
GRIMES, IA 50111-2209

LEGEND

- P.O.B. POINT OF BEGINNING
-  SUBJECT ACQUISITION AREA
-  EXISTING BOUNDARY LINE

SUBJECT PROPERTY LEGAL DESCRIPTION

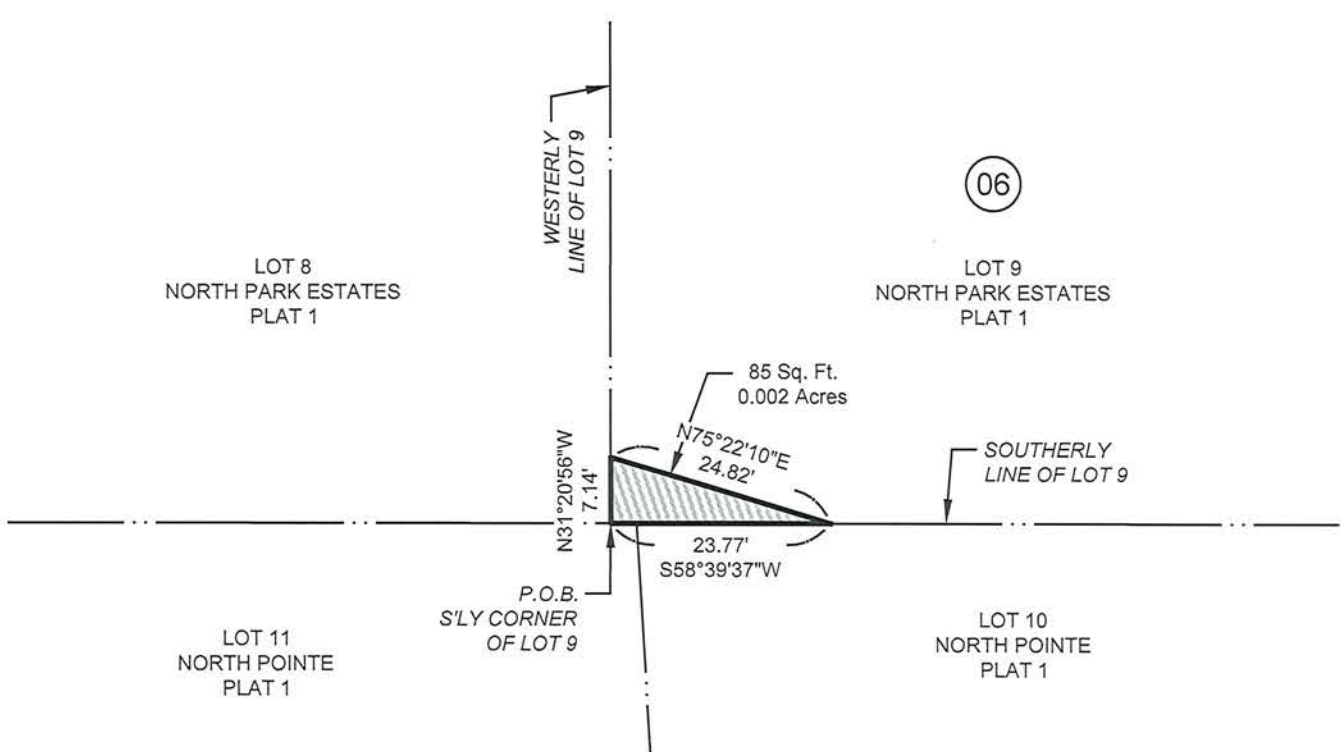
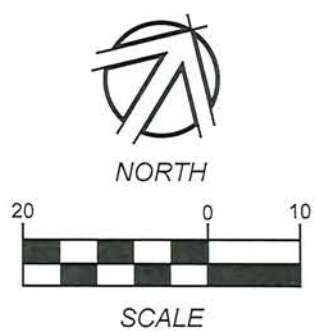
LOT 9, NORTH PARK ESTATES PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

DESCRIPTION OF PERMANENT EASEMENT ACQUISITION

THAT PART OF LOT 9, NORTH PARK ESTATES PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF GRIMES, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF SAID LOT 9; THENCE NORTH 31 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 7.14 FEET; THENCE NORTH 75 DEGREES 22 MINUTES 10 SECONDS EAST, A DISTANCE OF 24.82 FEET; THENCE SOUTH 58 DEGREES 39 MINUTES 37 SECONDS WEST, A DISTANCE OF 23.77 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.002 ACRES (85 SQ. FT.) MORE OR LESS.



 1250 SW STATE STREET SUITE A ANKENY, IOWA 50023-2555 (515) 965-0123 phone (515) 965-3322 fax www.nillesinc.com	PROJECT: SILKWOOD AREA DRAINAGE IMPROVEMENTS		NAI No.: 21126	DRAWN BY: TJH	DWG No.: 1/1
	LOCATION: GRIMES, IOWA		DATE: 07/30/21	CHECKED BY: JTN	SHEET TITLE: PE 06

RESOLUTION NO. 11-0521

RESOLUTION SETTING DATE OF PUBLIC HEARING FOR THE
CITY OF GRIMES TO SHARE ITS REPRECINCTING PLAN AND MAKE AVAILABLE TO
THE PUBLIC THE CONTENTS OF GRIMES 2021 REPRECINCTING DOCUMENT

WHEREAS, the City of Grimes is sharing its new voting precincts as part of the process of reprecincting as required by the Iowa Secretary of State's office, and,

WHEREAS, the City of Grimes is required by Iowa State Code to reprecinct after the decadal census if any current precincts exceed 3,500 persons, and;

WHEREAS, the City of Grimes experienced significant growth from the 2010 census to 2020 census to a population of 15,392 which caused two precincts to be over 3,500 persons, and;

WHEREAS, the new precincts will be valid starting January 15th, 2022 after review from the Iowa Secretary of State Office; and;

WHEREAS, at the public hearing, staff will present the new precincts contained within the Grimes 2021 Reprecincting Document.

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

- i. That a public hearing be held by the City Council of the City of Grimes, Iowa, at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, at 5:30 p.m. on the 23rd day of November, 2021, at which time the City Council will hear and consider any comments related to the Grimes 2021 Reprecincting Document. The Mayor and Clerk are hereby instructed to publish notice of said Resolution in accordance with the Iowa State Code requirements.

PASSED AND APPROVED THIS ____ day of _____, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk



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

AGENDA MEMO

Item No.
For Meeting of 11/9/2021

AGENDA HEADING: Approval to Remove Tree in City Greenspace

SYNOPSIS: There is a damaged Mulberry tree located in the city-owned greenspace behind 200 NW Prairie Creek Dr. The tree is close to falling over and could possibly damage property or persons nearby.

By ordinance, no tree on city-owned property may be removed without prior approval from City Council.

FISCAL IMPACT:

\$1425.00 - Xtreme Tree

\$1500.00 – Seidl Services

\$1820.00 – Wright Outdoor Solutions

PREVIOUS COUNCIL ACTIONS: Approved removal of damaged Mulberry trees behind 2609 NE Chevalia Ct.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The Public works Department recommends removing the tree.

RESOLUTION TO REMOVE A DAMAGED TREE LOCATED ON CITY-OWNED
GREENSPACE LOCATED BEHIND 200 NW PRAIRIE CREEK DR.

Grimes Resolution No. 11-0821

WHEREAS, the City of Grimes owns the greenspace located behind 200 NW Prairie Creek Dr.;

WHEREAS, there is a damaged mulberry tree that could potentially fall and cause harm to persons or property located on the city-owned greenspace; and,

WHEREAS, the Public Works Department has followed the purchasing policy and acquired three (3) estimates for the removal of the tree at a cost of \$1425.00;

THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Department is authorized to have the tree removed to avoid harm to persons or property.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ the 9th day of November, 2021, and approved this 9th day of November, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

XTREME TREE

36656 N Ave
DeSoto, IA 50069
(515) 802-4638
stu@xtremetreeinc.com
www.xtremetreeinc.com

Estimate**XTREME TREE****ADDRESS**

David Guthrie
City of Grimes
1700 SE Destination Dr
Grimes, IA

SHIP TO

David Guthrie
City of Grimes
1700 SE Destination Dr
Grimes, IA

ESTIMATE #

7283

DATE

10/20/2021

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

JOB

200/204 Prairie Creek Drive

DESCRIPTION	PRODUCT/SERVICE	QTY	RATE	AMOUNT
Remove damaged Mulberry behind shed at 200 NW Prairie Creek Drive	Trimming/Removal	1	1,425.00	1,425.00T
Would be difficult to get machine to the location to grind stump	Stump Grinding	1	0.00	0.00T

200/204 Prairie Creek Drive

All Ash Tree Quotes are valid for 90 days from the date of the estimate

SUBTOTAL

1,425.00

TAX

0.00

TOTAL

\$1,425.00

Accepted By

Accepted Date

Seidl Services LLC
1716 NW Norton Ct.
Grimes, IA 50111 US
(515) 419-5630
seidlservices@aol.com
WEBSITE: SEIDLSERVICES.COM



Estimate

ADDRESS

City of Grimes Iowa
Grimes, Iowa 50111 986-3036

ESTIMATE # 1768

DATE 05/26/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Tree Removal	1	1,500.00	1,500.00T
	Removal of Spilt Mulberry behind 200 NW Prairie Creek			
	Will need both neighbors permission to be able to access equipment			
SUBTOTAL				1,500.00
TAX				0.00
TOTAL				\$1,500.00

Accepted By

Accepted Date



Wright Outdoor Solutions
8000 Raccoon River Drive
West Des Moines, IA 50266

Proposal #41195
Created: 10/25/2021
From: Jason Brauckman

Proposal For

City of Grimes

101 NE Harvey St
Grimes, IA 50111

Location

200 NW Prairie Creek Dr
Grimes, IA 50111

Customer Contact

mobile: 515-330-9438
dguthrie@grimesiowa.gov

Terms

Due on receipt

200 NW Prairie Creek Dr 50111

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1) Tree Removal Remove split Mulberry behind shed of 200 NW Prairie Creek Drive. Need to access tree with rubber track lift due to safety concerns. Not responsible for turf damage on either if any occurs No stump grinding due to location	1	\$ 1,820.00	\$ 1,820.00

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

I have read and accept all conditions in the "Project Authorization and Implementation" portion of this proposal and authorize Wright Outdoor Solutions to proceed with the services as identified in the proposal.

SUBTOTAL	\$ 1,820.00
SALES TAX	\$ 0.00
TOTAL	\$ 1,820.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Sales Reps

Jason Brauckman
Office: (515) 987-0800
Mobile: (515) 306-4145
jbrauckman@wrightoutdoorsolutions.com

TERMS & CONDITIONS



Wright Outdoor Solutions (WOS) takes great pride in taking care of your property. We look at doing business with you as a partnership where there are certain responsibilities for both WOS and our Clients. Approval of the proposal is considered acceptance of the terms and conditions noted below. Please read and follow the terms and conditions outlined. If you have any questions, do not hesitate to call.

1. Estimates - Estimates are valid for 30 days from the original date of proposal and are based on current material availability and pricing. If materials increase in cost by more than 10% or are unavailable at the time of work, a substitution will be offered of equal value.

2. Down Payment - Projects with landscape or holiday décor require a 40% down payment to order materials, authorize work and secure a spot on the installation schedule.

3. Change Orders - Additional materials and/or labor charges may apply as a result of unforeseen site conditions or at the request of the Client. Prior to obtaining additional materials or completing the work, the Client will be notified and a change order (CO) defining the scope of the additional services/materials will be provided. The CO scope of work will not continue until authorization is given. If authorization is not received within 24 hours of the CO being sent, project work may be delayed.

4. Hard Surface Agreement - WOS requests permission to access the existing hardscape surfaces (driveways, sidewalks, patio's, etc) for staging and transporting materials for the duration of the project. We have no knowledge of the strength of your driveway and will not be held liable for damages that may occur. Limiting access may result in additional installation charges, if necessary. The equipment used could include, but is not limited to Aerial lifts, Bucket Truck, Track Lift and others that weigh in excess of 60,000 lbs.

5. Turf Agreement - WOS will attempt to minimize all disturbances to the Client's lawn. However, we do require the use of vehicles and specialized equipment to perform services safely. WOS shall not be liable for damages to landscaping, sod and plant material in the execution of work (i.e. ruts in yard). Repairs are not included in the scope of work, unless specified on the proposal.

6. Public Utilities - When digging, WOS is required by law to contact Iowa One Call to locate all public utilities (phone, gas, electric, etc.).

7. Private Utilities - Client is responsible for locating all private utilities at their cost (irrigation systems, septic systems, geo-thermal lines, pet containment fences, outdoor lighting, private gas, electrical lines, and any other such utility) on site. WOS will not be held responsible for unmarked or mismarked private utilities. Client is responsible for any damage or injury caused by private utilities not installed to code (i.e. proper depth, approved materials, etc).

8. Irrigation - If existing irrigation heads and lines must be relocated for completion of the project and WOS has not been contracted to do the relocation, scheduling and associated costs are the sole responsibility of the Client and must be completed prior the start of work by WOS.

9. Property Surveys - Any required property surveys will be at the cost of the Client and are not included in this bid.

10. Subcontractors - WOS may employ subcontractors for portions of the project at its discretion.

11. Schedule - WOS will work to complete the project as scheduled. Weather, material availability and changes to the scope of the project may require revisions to the schedule.

12. Client Rescheduling - If Client has a special event or will be away from job location and would like to reschedule services, it is the responsibility of the Client to contact WOS for schedule changes. A 7-day minimum notice is required or could result in major delay of project and/or additional charges.

13. Cancellation - Unless otherwise stated in your contract, a 7-day written notice is requested to cancel any service. If any work has already been completed, Client is responsible for the full cost of labor and materials installed. Special order items that have already been purchased by WOS cannot be canceled regardless of written notice and will be charged to the client.

CITY OF GRIMES
RESOLUTION #11-0421

RESOLUTION DESIGNATING THE OFFICIAL DEPOSITORIES FOR
2022 & 2023

WHEREAS, the City of Grimes is required to choose financial depositories for City of Grimes funds in conformance with all applicable provisions of Iowa Code 452 and 453 (1983), as amended by 1984 Iowa Act, S.F.2220; AND

WHEREAS, the following list of financial institutions meets these criteria and are presented for consideration:

Depository Name	Location of Home Office	Maximum Balance in effect under this resolution
Bankers Trust	Des Moines, IA	\$ 50,000,000.00
Charter Bank	Johnston, IA	\$ 15,000,000.00
City State Bank	Norwalk, IA	\$ 25,000,000.00
IPAIT	Johnston, IA	\$ 30,000,000.00
Vision Bank	Grimes, IA	\$ 15,000,000.00
Raccoon Valley Bank	Dallas Center, IA	\$ 15,000,000.00

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of Grimes, Iowa, that these financial institutions are hereby designated official depositories for 2022 and 2023; AND

NOW, THEREFORE, BE IF FURTHER RESOLVED, by the City Council of Grimes, Iowa, that the City Administrator and/or Finance Director is hereby authorized to deposit City of Grimes funds in amount not to exceed the maximum approved for each respective designated financial institution.

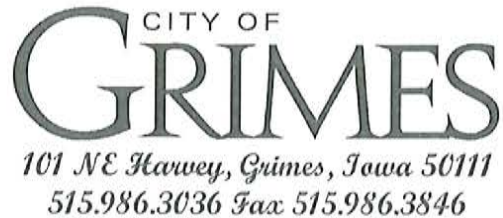
Passed this 9th Day of November, 2021

By: _____
Scott Mikkelsen, Mayor

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

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

By: _____
Rochelle Williams, City Clerk



AGENDA MEMO

For Meeting of November 9, 2021

AGENDA HEADING: Grimes Purchasing & Procurement Policy Update

SYNOPSIS:

Staff is adding a section to the policy to allow the ability of department directors and the City Administrator to sign contracts, lease agreements, and maintenance agreements valued under \$10,000 for the term of the entire agreement. Any contracts, lease agreements and maintenance agreements valued over \$10,000 for the term of the entire agreement must be approved by the City Council and signed by the Mayor. This policy update will ease the delay in implementation of smaller contracts and increase the efficiency for staff.

FISCAL IMPACT:

PREVIOUS COUNCIL ACTION(S): Policy was last updated August 2020.

STAFF/COMMITTEE RECOMMENDATION: Staff recommends adoption

GRIMES RESOLUTION 11-0621

**RESOLUTION AMENDING THE GRIMES PURCHASING AND
PROCUREMENT POLCY**

WHEREAS, the City of Grimes has adopted a Purchasing and Procurement Policy

WHEREAS, the current policy does not address contracts, lease agreements, and maintenance agreements valued under \$10,000 for the term of the entire agreement

WHEREAS, any contract, lease agreement and maintenance agreement valued over \$10,000 require approval by the City Council and signature by the Mayor.

WHEREAS, the policy update will ease the delay in implementation of smaller contracts and increase the efficiency for staff.

WHEREAS, the Finance Director will ensure that, for accounting purposes, necessary records are kept and made available for reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA, that the following item attached as *Exhibit A* be approved.

PASSED AND APPROVED THIS 9th day of November 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

EXHIBIT A



PURCHASING POLICY

TABLE OF CONTENTS

<u>Section No.</u>	<u>Title</u>	<u>Page</u>
Section I	Purchasing Policy	2- 3
Section II	Types of Purchases	4 - 6
Section III	Procurement Requirements Federal or State Requirements	7- 9
Section IV	Purchase Orders	10-11
Section V	Receiving	12
Appendix II	Cardholder User Agreement	13

SECTION I

PURCHASING POLICY

General Policy

The Purchasing function involves the procurement of materials supplies, equipment and services at the lowest possible cost consistent with the quality needed for the proper operation of various municipal departments and consistent with City Council policy. The intent of this policy is to promote fiscal responsibility.

The City of Grimes will make a good faith effort to purchase goods and services from the Grimes business community whenever possible. The costs of those goods and services shall be on parity with the costs of those same goods and services available outside the community. If the cost of the goods or the availability of services is not favorable to the City, purchases may be made outside the community.

General Practices

- Whenever possible, purchases shall be requested to allow for ample time for processing and delivering the order.
- Purchase orders will be processed as needed.
- A full and accurate description of materials, supplies, equipment or services shall be provided.
- Supplies shall be of a quality to suit the intended purpose at the least expense.
- Supplies shall be purchased in sufficient quantities that will meet the normal requirements of the City for a reasonable time.
- Every effort shall be made to purchase supplies and services from vendors who have businesses within the City of Grimes. Exceptions to this policy may include:
 - When supplies or services are not available from local vendors or prices of local vendors exceed prices of vendors located outside the corporate limits.
 - When supplies or services are available locally but have to be ordered or scheduled, requiring inordinate delay in the department's work, project or activity.
 - In emergency situations when local businesses are closed or vehicle/personnel are outside of the City.

Department Director and Authorized Individuals

The Department Director of the requesting department must first approve any request for purchase. The Department Director may appoint an individual within the department to maintain inventories and prepare requests for the department. Notification of such an appointment shall be made to the Finance Director and/or the City Administrator.

With respect to this policy, the City Clerk may act on behalf of the Finance Director in his/her absence.

With respect to this policy, the City Clerk may also act on behalf of the City Administrator in his/her absence.

Finance Director

The Finance Director will ensure that, for accounting purposes, necessary records are kept and made available for reference.

City Administrator

Any purchase order over the amount of \$1,000 once approved by the Department Director or authorized individual and reviewed by the Finance Director, shall be forwarded to the City Administrator for approval. The City Administrator will make a determination based upon the information provided on the purchase order and possible further inquiries. Except in cases of purchases over \$10,000, the decision of the City Administrator will be final.

City Council

City Council approval will be necessary for applicable purchases over \$10,000.

SECTION II

TYPES OF PURCHASES

General

The circumstances which are involved in the purchase of an item and/or service vary considerably. The following types of purchases define the situation, explain the purchasing procedures involved and describe the role of the Department Director or authorized individual in the process.

Routine Purchases

Those budgeted items or services which are used by the department in the operation of city business that are neither ongoing or contractual purchases as defined on page six (6) of this policy and have a value of less than \$10,000 are routine purchases. Such purchases require quotations, obtained by the Department Director, City Administrator or authorized individual, and a purchase order. Final approval for any purchase above \$1,000 will be given by the City Administrator.

Purchase with a Value Under \$1,000.

Those budgeted items or services which are used by the department in the operation of city business that are neither ongoing or contractual purchases as defined on page six (6) of this policy and have a value of less than \$1,000 do not require any formal purchasing procedures. Purchases may be made by any City employee authorized by the Department Director.

Purchase with a Value of Between \$1,000 and \$10,000

Any item and/or service with a value of between \$1,000 and \$10,000 require up to three (3) quotations unless the item or service obtained or provided is such that three (3) quotations cannot be obtained. A purchase order is also required and final approval must be given by the City Administrator. If the product(s) is offered through State bid, Sourcewell, Western State Contracting Alliance, Houston Galveston Area Council (HGAC), or any government purchasing consortium then three (3) quotes are not required.

Purchases with a Value of Over \$10,000

Any item and/or services with a value of greater than \$10,000 require a purchase order and quotations or submitted bids from interested vendors. Bids or quotations must be written. Final approval will be given by the City Council.

Emergency Purchases

An emergency situation exists when an item or service that is necessary to a department's work, project or activity must be purchased as soon as possible so not to jeopardize that particular work, project or activity. In such a case, a purchase may be made without the immediate presentation of a purchase order. However, upon the completion of the work, project or activity, or at the beginning of the next work day, a purchase order shall be submitted with an explanation of the circumstances which resulted in the emergency purchase procedure.

On-Going Purchases

Any item or service which is used by the City on an on-going basis and which, by the nature of the item or service, is not subject to comparative buying, is available only through one vendor, and is accordingly billed at regular, consistent, and predictable intervals, is an on-going purchase and is not subject to the purchasing procedures; thereby eliminating the need for a purchase order.

List of On-Going Purchases

- Publication of city proceedings, as required by law.
- Postal services.
- Contractual purchases and maintenance agreements. Those items or services which are provided as a result of the City entering into a binding and legal agreement with the vendor are contractual purchases. Maintenance agreements for equipment initially purchased according to the purchasing policy. Such expenditures shall be processed in accordance with the established financial policy and, as determined by the Finance Director and City Administrator.
- **Contracts, lease agreements and maintenance agreements valued under \$10,000 for the term of the entire agreement may be signed by the City Administrator or Department Director. Any contracts, lease agreements and maintenance agreements valued over \$10,000 for the term of the entire agreement must be approved by the City Council and signed by the Mayor.**
- Bonds and principal representing bonded indebtedness of the City, when said bonds and principal are due and presented for payment.
- All interest on bonded indebtedness of the City when the same is due and coupons are presented for payment, or when the contracted bond Registrar requests payment
- All Sales and Excise Taxes due the State of Iowa.
- All utility bills for water, electricity, gas, telecommunication, etc.
- All medical, dental, disability and life insurance premiums and medical claims from insurance provider.
- Salaries and wages of officers and employees at the rates authorized by City Council resolution.
- Payment of federal and state withholding taxes, social security, Medicare, retirement funds and IPERS contributions, and unemployment taxes as required.

Purchase/Procurement Card Purchases

The purpose of a purchasing/procurement card program is to provide an efficient, cost-effective method of purchasing and paying for small dollar as well as high-volume, repetitive purchases, items that require advance deposits, such as hotel/airline reservations, Park programming, and when it is necessary to expedite delivery of goods. This type of program is designed as an alternative to the traditional purchasing process reducing the volume of purchase orders, invoices and checks processed.

Each issued card will include either the City's name or the individual's name along with the City's name. Each department shall bear all costs associated with the use of the card. Each Department Director will determine when an employee will be allowed to use their individualized purchasing/procurement card. Authorized purchases using a City issued card include:

- Purchase of materials/equipment for City work via the internet when no other purchase option is available
- Payment for travel, conference/meeting fees, hotels, meals, gratuities (up to 20%), or parking fees for City staff and City Council. Ineligible expenses include, but are not limited to: entertainment, alcoholic beverages, laundry, any expense for spouse or guests, any portion of travel not related to City business, or any expense deemed wasteful or extravagant.
- Purchases requiring immediate payment when the City is unable to issue a check for the purchase. Prior approval from the City Administrator or his/her designee is required.

- Other uses specifically approved

Each Employee issued a purchasing/procurement card will be required to sign an affidavit acknowledging responsibility for the safe keeping and proper use of the card and will be required to return the card at the end of each day or trip. Each Employee will be responsible for any ineligible expenses charged to the card while in their possession. Upon employee termination, both voluntarily and due to disciplinary action, the purchasing/procurement card shall be returned to the finance department and all purchases will be suspended and reconciled.

Any card may be withdrawn from the program for misuse, which shall include, but is not limited to periodic audits for card activity and retention of sales receipts and documentation of purchases.

Purchases using the purchasing/procurement card may be made by telephone, fax or secure internet sites. Precautions shall be made in all cases to insure security and protection from theft or unauthorized use. Each transaction shall reflect the appropriate purchasing/procurement card number, expiration date, signature of user and detailed invoices (receipts) which should be forwarded to the finance department. When using the card for orders placed via phone, fax or mail, or online, you must request a receipt, detailing merchandise price, sales/use tax, freight, etc. be included with the goods mailed/shipped. (Note: a merchant should not reject this request, as it is a VISA policy).

The detailed vendor sales receipt for each transaction shall be submitted to the Department Director. All vendor sales receipts must be approved by the Department Director and the appropriate account number assigned. Some card "swipe machines" only indicate account number and total amount, in these situations; the cash register detailed receipt is also required. The reader of the receipt should be able to tell exactly what was purchased.

The Department Director is responsible for retaining all receipts for items purchased under the program for the department and ensuring all transactions posted are legitimate purchases made by their employee. Immediately upon receipt of the statement, the Department Director will check to ensure all the transactions posted are legitimate transactions made by the department, mark transactions for which receipts will be attached, and attach line item detailed point of sale receipts or delivery invoices.

The initial credit card limit shall not exceed \$2,000 per card for standard cards, \$5,000 for the City Administrator card, and \$15,000 for the City of Grimes' card. These limits may be adjusted by the Finance Director, with City Administrator approval, should the purchase or anticipated expense exceed more than \$2,000 but less than \$10,000 on a standard card. Management has made an effort to ensure that the vendors/suppliers used during the normal course of business are not restricted. If the card is refused at a merchant and the employee believes it should have been accepted, call the Finance Director.

The handling of disputed charges and unauthorized purchases will be the responsibility of the department. Problems with a purchased item or billing resulting from use of the purchasing/procurement card should be resolved with the supplier or merchant that provided the item. In most cases, disputes can be resolved directly between the cardholder and the supplier.

The supplier or merchant should issue credit for any item that has been discussed and agreed to for return and a Returned Goods authorization number from the supplier should be given. If the department cannot reach resolution with the merchant, write a formal letter within 15 days of the date the charge first appeared on the statement and forward it to the finance department. The finance department will then dispute the item to the bank disputes department.

No cash advances shall be allowed with the purchasing/procurement card.

Debit Card

The City of Grimes prohibits the use of debit cards for City purchases.

SECTION III

PROCUREMENT REQUIREMENTS FEDERAL OR STATE REQUIREMENTS

Federal or State Funded Projects – Specific rules apply for projects that include any federal or state program funding. When a project is financed in part or in whole with federal or state funds, procurement will follow the guidelines that are applicable and required by the funding agency from which funding will be received, or the policy that is the most conservative in nature. Procurement standards found in 2 C.F.R. Part 200, applicable to federal funds will be followed. Chapter 26 and Section 331.341 of the Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply.

METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods:

1. **Small purchase** – relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$100,000 (\$150,000 for federal programs). If small purchase procedures are used for procurement under a grant, price or rate quotations (minimum of 2) shall be obtained from an adequate number of qualified sources.
 - a. **Sealed bids** - sealed bids are publicly solicited (formal advertising) and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for the bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction.
 - A. In order for sealed bidding to be feasible, appropriate conditions must be present, including at a minimum, the following:
 - a. A complete, adequate and realistic specification or purchase description is available;
 - b. Two or more responsible bidders are available
 - c. The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.
 - B. When sealed bids are used for a procurement under a grant, the following requirements apply:
 - a. A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers;
 - b. The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids;
 - c. All bids shall be opened publicly at the time and place stated in the invitation for bids;
 - d. A firm-fixed-contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the City of Grimes indicates that such discounts are generally taken; and
 - e. Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.
2. **Competitive Proposals** - normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded, as appropriate. Competitive proposals are

generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposal method is used for a procurement under a grant, the following requirements apply:

- A. Requests for Proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be considered to the maximum extent practical;
 - B. Request for Proposals shall be solicited from an adequate number of qualified sources;
 - C. City of Grimes shall have a written method for conducting evaluations of the proposals received and for selecting awardees;
 - D. Awards will be made to the responsible bidder whose proposal will be most advantageous to the City of Grimes, with price (other than architectural/engineering) and other factors considered. Unsuccessful bidders will be promptly notified in writing.
 - E. The City of Grimes will use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.
3. **Non-competitive Proposals** - procurement through solicitation of a proposal from only one source. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to one or more of the following:
- A. The item is available from only a single source;
 - B. After solicitation of a number of sources, competition is determined inadequate;
 - C. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; or
 - D. The awarding agency authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the awarding agency.)

The City of Grimes will take affirmative steps to assure, to the greatest extent possible, that contracts are awarded to qualified small and minority firms, women's business enterprises, and labor surplus area firms whenever they are potential sources. These affirmative steps must include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participating by small and minority businesses, and women's business enterprises;
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime contractor, if subcontracts are to be let, to take affirmative steps listed in paragraphs (a) through (e).

CONTRACT PRICING

1. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
2. The City of Grimes shall perform some form of cost/price analysis for every procurement action, including modification, amendments or change orders. The City of Grimes shall make an independent estimate prior to receiving a bid or proposal.
3. The City of Grimes shall negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. In determining a fair and reasonable profit, the City of Grimes must consider the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance and the industry profit rates in the surrounding geographical area.

PROCUREMENT RECORDS

The City of Grimes shall maintain records sufficient to detail the significant history of procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

AWARDED CONTRACTS

The City of Grimes will not award a contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM).

Any contracts awarded shall comply with 2 CFR 200.326 and Appendix II to Part 200.

SECTION IV

REQUISITIONS AND PURCHASE ORDERS

General

The Requisition initiates the procurement process. The receipt of the requisition with the necessary information and the required authorizations gives the authority for each specific purchase. Following the approval of the requisition by the City Administrator and the Finance Director, a purchase order will be issued. Checks will not be issued unless authorized by a proper purchase order.

The purchase order is the vendor's authorization to ship equipment, supplies, or perform services specified thereon. The purchase order also encumbers the budgeted funds for the purchase. It constitutes a contract between the City and the vendor, and as such, it is a legal document and may not be changed by anyone other than the Finance Director, the City Administrator, or other authorized official or personnel.

Action to be Taken Prior to Completing a Requisition

Before submitting a requisition for approval, the Department Director, City Administrator, or authorized individual shall make the following determinations:

- The purchase is within the department's budget.
- The item or service is needed.
- Sufficient supporting documentation and complete explanation is included in the requisition.

Survey of Vendors

When necessary, the Department Director or authorized individual shall survey vendors for:

- Price quotes
- Availability
- Delivery time

Information on Requisition

A requisition shall include, but not be limited to, all of the following information and must be completed in its entirety prior to approval:

- Date the requisition is prepared
- Requesting Department
- Shipment location
- Quantity. Measurable units for example: pieces, sheets, pounds, etc. must be used.
- Description of the item as complete and accurately as possible.
- Any additional information or anticipated requirements, such as fees or deposits, which will assist in making the best possible purchase of the requested supplies and services.
- Estimated cost determined by quotes and surveys, including shipping, handling and freight fees.
- Suggested vendor or vendors and any additional vendor quotation if needed.

- Brief reason for/explanation of request.
- Indication of whether the request is budgeted.
- Line item account number.
- Availability of funds.
- Date that the requested item or service is needed.
- Signature (electronically) of Department Director or authorized individual.

Review and Action by Finance Director

Review and action on the requisition will be made by the Finance Director. The Finance Director will take the following steps upon receipt of the requisition:

- Review the form for completeness and accuracy.
- Verify availability of funds.
- Approve and forward to City Administrator or return to Department Director for corrections, revisions or additions.

Review and Action by City Administrator

Review and action on the request will be made by the City Administrator. Upon receipt of the requisition the City Administrator may:

- Approve the request and return the purchase order to the Finance Director for further action; or
- Review, approve and submit to the City Council for final approval if the value of the request exceeds \$10,000 and is not considered an on-going purchase; or
- Approve with conditions; or
- Disapprove.

Action by Finance Department

Upon receipt of the purchase order from the City Administrator, the Accounting Department shall complete the final step of the process by:

- Preparing for payment, as necessary.
- Routing the forms to the proper files and/or Department Head.

After the purchase order is executed, it will be distributed as follows:

- A copy will be provided to the vendor, if required.
- A copy will be retained by the Finance Department.
- A copy will be attached to the invoice and filed in the vendor files.

SECTION V

RECEIVING

General

The ordering department or person shall ultimately be responsible for incoming supplies, equipment and/or services. The department is also charged with the responsibility of inspecting all supplies delivered to determine quality, quantity, condition, and conformance with specifications of the purchase order.

Procedure

Upon receipt of supplies and/or service, and after verifying the goods and/or services are correct or satisfactory, the department shall initial the packing slip and forward to the Accounting Department.

Partial Deliveries

In the event of partial deliveries, the packing slip shall so note.

Rejections

In the case of defective supplies, insufficient amounts, etc., the department will note the defective or missing items on the packing slip. The Department Director or authorized individual will take immediate action to arrange for the return and replacement of items by the vendor.

Possible Charge to Employees

A unique purchase, if not a reasonable and justifiable expense as determined by the City Administrator, will be charged to the employee who made the purchase. The use of good judgment by all when making such purchase is especially urged.

APPENDIX II

CARDHOLDER USER AGREEMENT

You are being entrusted with a City of Grimes purchasing credit card, issued by Bankers Trust. The card is provided to you based on the need to purchase services or merchandise for the City of Grimes. The card may be revoked at any time without your permission. Your signature below indicates that you have read and will comply with the terms of the City of Grimes' Purchasing Policy and this agreement.

I understand that I will be making financial commitments on behalf of the City of Grimes and will do so following the requirements of the Purchasing Policy.

I have read and will follow the Purchasing Card Policies and Procedures. Failure to do so could be considered a misappropriation of City funds. Failure to comply with this Agreement may result in either revocation of my use privileges or other corrective action, up to and including termination.

I understand that under no circumstances will I use the Purchasing Card to make personal purchases, either for myself or for others. Using the card for personal charges could be considered misappropriation of City funds and could result in corrective action, up to and including termination of employment.

The Purchasing Card is issued in the City's/my name. I will not allow any other person to use the card. I am considered responsible for any and all charges against the card.

The Purchasing Card is City property. As such, I understand that I may be periodically required to comply with internal control procedures designed to protect City assets. I understand that I will be required to check out and return the card to the Finance Director following each day/trip.

If the card is lost or stolen, I will immediately notify the City Finance Director.

The City will receive a monthly statement, which will report all purchasing activity during the statement period. Since I am responsible for all charges (but not for payment) on the card, I will assist the Department Director in reconciling the statement each month, and resolve any discrepancies myself.

I will be required to produce a detailed receipt for each charge I initiate on the card.

I agree to surrender the Purchasing Card issued in my name immediately upon termination of employment, whether for retirement, voluntary, or involuntary reasons.

Employee Name (Print)

Last 8 Digits of Card Number

Employee Signature



101 NE Hawkey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of 11/09/2021

AGENDA HEADING: Change of Vendor for Equipment Purchases

SYNOPSIS: The Public Works Department received approval at the April 13, 2021 City Council meeting to purchase six (6) vehicles from Karl Chevrolet in Ankeny. Due to material and labor shortages, delivery of these vehicles is in doubt. The Public Works Department was able to find vehicles in stock at Stiver's Ford in Waukee. Public Works is seeking approval to purchase the available vehicles from Stiver's Ford instead of Karl Chevrolet. This will result in a net increase of \$26,301.80 across all 6 vehicles.

FISCAL IMPACT:

Previously approved quote from Karl's	QTY	Cost/Vehicle	Stiver's Ford Quote	QTY	Cost/Vehicle
¾ Ton Chevy Crew Cab	6	\$31,966.20	¾ Ton Ford Reg Cab	1	\$34,409.00
			¾ Ton Ford Ext Cab	5	\$36,738.00
Total: \$191,797.20			Total: \$218,099.00		

PREVIOUS COUNCIL ACTION(S): Approved equipment purchases at the April 13, 2021 City Council Meeting. Equipment purchases were accounted for in the FY22 budget.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approving the change of vendor for purchasing vehicles.

RESOLUTION TO AUTHORIZE A CHANGE OF VENDOR FOR THE PURCHASE OF
VEHICLES

Grimes Resolution No. 11-0721

WHEREAS, the Public Works Department budgeted for the purchase of vehicles and equipment in the FY22 budget; and,

WHEREAS, Karl Chevrolet was the original vendor chosen for the purchase of six (6) new vehicles for the Public Works Department; and,

WHEREAS, Karl Chevrolet is unable to complete the order in the specified timeframe due to material and labor shortages being experienced at General Motors manufacturing facilities; and,

WHEREAS, Stiver's Ford has vehicles available for purchase at the increased total cost of \$4772.00 per vehicle and will hold the vehicles for the City of Grimes;

THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa that the Public Works Department is authorized to change vendors to Stiver's Ford at a higher cost due to the lack of availability of vehicles.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ____ to ____ the 9th day of November, 2021, and approved this 9th day of November, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of November 9, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Gaffney Property

SYNOPSIS:

With the development of the plans for Grime WRA Connector Project, it has been determined that certain easements will be necessary in order to construct the project.

A compensation estimate has been prepared for the easement, and an offer made to the property owner. The offer indicates that the City will pay a total of \$10,586.45 for the permanent and temporary easements, as well as compensation for certain restoration efforts within the easement areas.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = \$10,586.45

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 11-1521

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA
GAFFNEY PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Grimes WRA Connector Project (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

WHEREAS, the City of Grimes has extended an Offer to Purchase and Agreement (the “Offer”), provided as Exhibit A, to the property owner (the “Owner”); and

WHEREAS, the Owner has reviewed the Offer and has accepted the Offer.

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

That, the Offer to Purchase Easement and Agreement is approved by the Grimes City Council, and the Mayor is authorized to execute, on behalf of the City of Grimes, such documents as are necessary and appropriate to effectuate the terms pursuant to the Offer, including, without limitation, any agreements, easements or other documents, and the City Clerk is authorized to attest to their signatures.

PASSED AND APPROVED this 9th day of November, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 1211476002
 PROJECT NO. N/A

COUNTY: Dallas
 PROJECT NAME: Grimes WRA Connector Project

TO: Connie L. Gaffney Revocable Trust and David G. Gaffney Revocable Trust

On this 13th day of October, 2021, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit**. **This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: **LAND ONLY**. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>10,586.45</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 10,586.45 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	<u>0</u> sq.ft.	\$ <u>0.00</u>
Underlying Fee Title	<u>0</u> sq.ft.	\$ <u>0.00</u>
Permanent Easement	<u>6,332</u> sq.ft.	\$ <u>6,541.32</u>
Temporary Easement(s)	<u>15,398</u> sq.ft.	\$ <u>2,545.12</u>
Landscaping/Other		\$ <u>1,500.00</u>
Total		\$ <u>10,586.45</u>
Additional Damages	<u>None</u>	

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None
5. Each page and each attachment is by this reference made part hereof.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None
7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.
12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None
14. BUYER shall be responsible for the removal and relocation of any fences.
15. BUYER shall be responsible for restoration of disturbed area within easements.
16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.
17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.
18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.
19. GENERAL PROVISIONS.
 - a. This Agreement contains the entire agreement of the parties and no waiv-er, modification, release, or cancellation of this Agreement or any portion of this Agree-ment shall be binding unless evidenced by writing.
 - b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
 - c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Connie L. Gaffney RT
By: Connie L. Gaffney Revocable Trust
Marital Status: M

X D.G. Gaffney RT
By: David G. Gaffney Revocable Trust
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IA }
COUNTY OF Polk } ss:

On this 25 day of Oct, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

David Gaffney
Connie Gaffney
_____ to me personally known
or X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Matt Springer (Sign in Ink)
Matthew Springer (Print/Type Name)
Notary Public in and for the State of IA

CAPACITY CLAIMED

BY SIGNER:

INDIVIDUAL
CORPORATE

Title(s) of Corporate Officer(s): _____

Corporate Seal is affixed

No Corporate Seal procured

PARTNER(s): General Partnership

ATTORNEY-IN-FACT

EXECUTOR(s) or TRUSTEE(s)

GUARDIAN(s) or CONSERVATOR(s)

OTHER:

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)

BUYER'S APPROVAL

Signed by: Scott Mikkelsen (Date) _____

Attested by: Rochelle Williams (Date) _____

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

MATTHEW SPRINGER

Notarial Seal - Iowa

Commission No. 832166

My Commission Expires June 01, 2024



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

AGENDA MEMO

For Meeting of November 9, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Witmer Property

SYNOPSIS:

With the development of the plans for Grime WRA Connector Project, it has been determined that certain easements will be necessary in order to construct the project.

An appraisal has been prepared for the easement, and an offer made to the property owner. The offer indicates that the City will pay a total of \$47,579.03 for the permanent and temporary easements.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = \$47,579.03

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 11-1621

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA
WITMER PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Grimes WRA Connector Project (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

WHEREAS, the City of Grimes has extended an Offer to Purchase and Agreement (the “Offer”), provided as Exhibit A, to the property owner (the “Owner”); and

WHEREAS, the Owner has reviewed the Offer and has accepted the Offer.

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

That, the Offer to Purchase Easement and Agreement is approved by the Grimes City Council, and the Mayor is authorized to execute, on behalf of the City of Grimes, such documents as are necessary and appropriate to effectuate the terms pursuant to the Offer, including, without limitation, any agreements, easements or other documents, and the City Clerk is authorized to attest to their signatures.

PASSED AND APPROVED this 9th day of November, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 1211200004
 PROJECT NO. N/A

COUNTY: Dallas
 PROJECT NAME: Grimes WRA Connector Project

TO: Jerry L. Witmer

On this 13th day of October, 2021, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit**. **This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: **LAND ONLY**. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>46,579.03</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 46,579.03 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	<u>0</u> sq.ft.	\$ <u>0.00</u>
Underlying Fee Title	<u>0</u> sq.ft.	\$ <u>0.00</u>
Permanent Easement	<u>77,108</u> sq.ft.	\$ <u>29,207.58</u>
Temporary Easement(s)	<u>190,248</u> sq.ft.	\$ <u>17,371.45</u>
Landscaping/Other		\$ <u>0.00</u>
Total		\$ <u>47,579.03</u>
Additional Damages <u>None</u>		

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None
5. Each page and each attachment is by this reference made part hereof.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None
7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.
12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None
14. BUYER shall be responsible for the removal and relocation of any fences.
15. BUYER shall be responsible for restoration of disturbed area within easements.
16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.
17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.
18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.
19. GENERAL PROVISIONS.
 - a. This Agreement contains the entire agreement of the parties and no waiv-er, modification, release, or cancellation of this Agreement or any portion of this Agree-ment shall be binding unless evidenced by writing.
 - b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
 - c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Jerry L. Witmer
By: Jerry L. Witmer
Marital Status: single

X _____
By: _____
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF DALLAS } ss:

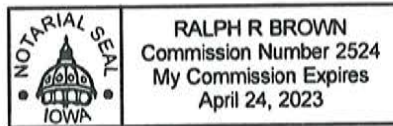
On this 19th day of October, A.D. 20 21, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
Jerry L. Witmer

_____ to me personally known
or _____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Ralph R. Brown (Sign in Ink)
Ralph R. Brown (Print/Type Name)
Notary Public in and for the State of Iowa



BUYER'S APPROVAL

Signed by: Scott Mikkelsen (Date)

Attested by: Rochelle Williams (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

CAPACITY CLAIMED

BY SIGNER:

X INDIVIDUAL
CORPORATE

Title(s) of Corporate Officer(s): _____

_____ Corporate Seal is affixed

_____ No Corporate Seal procured

_____ PARTNER(s): _____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT

_____ EXECUTOR(s) or TRUSTEE(s)

_____ GUARDIAN(s) or CONSERVATOR(s)

_____ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies) _____



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

AGENDA MEMO

For Meeting of November 9, 2021

AGENDA HEADING: Resolution Amending Address of Lot 1, Putney Plat

SYNOPSIS: The subject property was annexed into the City in 2020 and has a Polk County address. Now that the property is under new ownership, staff has assigned a new Grimes address. Staff would recommend approval of the attached Resolution Amending Address from 13600 NW 82nd Avenue to 1150 NW 27th Street.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the attached Resolution Amending Address from 13600 NW 82nd Avenue to 1150 NW 27th Street.

RESOLUTION NO. 11-1221

RESOLUTION AMENDING ADDRESS OF
LOT 1, PUTNEY PLAT

WHEREAS, Lot 1 of the Putney Plat has been annexed into the City of Grimes and needs to be assigned a City of Grimes address.

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

That the plat of Putney Plat be amended by changing the local address of Lot 1 shown on said plat from 13600 NW 82nd Avenue to 1150 NW 27th Street. A copy of this resolution shall be filed of record with the Polk County, Iowa recorder.

PASSED AND APPROVED this 9th day of November, 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of November 9, 2021

AGENDA HEADING: WRA Grimes Connector – Contract 1 – 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 WRA Grimes Connector – Contract 1 project. The proposed schedule for this project is to set the dates for the bid letting and public hearing on November 9th, hold the bid opening on December 7th @ 10:30 AM, hold the public hearing on December 14th @ 5:30 PM and award the project following the public hearing.

This project includes the construction of sanitary trunk sewer from the WRA connection point at Douglas Pkwy. in Urbandale to just south of the intersection of 156th St. and 260th St. This project is scheduled to start construction next year and reach substantial completion by June 1, 2023. The project includes substantial completion by this date with liquidated damages of \$1,000/day for noncompliance and an additional 45 calendar days following substantial completion to fully complete the project with liquidated damages of \$500/day for noncompliance.

FISCAL IMPACT: The project construction costs are estimated to be approximately \$9,400,000. This project is being funded through the Iowa DNR Clean Water State Resolving Fund Program with repayment through sanitary sewer utility fees.

PREVIOUS COUNCIL ACTION(S): Approval of Professional Services Agreement with Veenstra & Kimm 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 December 7th @ 10:30 AM and public hearing date of December 14th @ 5:30 PM.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE WRA GRIMES CONNECTOR – CONTRACT 1, 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 11-1421

RESOLUTION ORDERING CONSTRUCTION OF THE WRA GRIMES CONNECTOR – CONTRACT 1, 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 WRA Grimes Connector – Contract 1; 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 WRA Grimes Connector – Contract 1, 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 WRA Grimes Connector - Contract 1 project includes the construction of approximately 11,685 linear feet of sanitary sewer installed in open cut, 8-inch to 60-inch diameter, 656 feet of 54-inch diameter sanitary sewer installed in trenchless construction, manholes, excavation and backfill, removal and replacement of PCC trail, steel sheeting and rip rap at channel crossings, erosion control, surface restoration and miscellaneous associated work necessary to complete the project.

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 December 7, 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 December 14, 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 December 14, 2021.

PASSED AND APPROVED this 9th day of November, 2021.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

WRA GRIMES CONNECTOR - CONTRACT 1
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 **WRA Grimes Connector - Contract 1** project at its meeting at **5:30 P.M. on the 14th day of December, 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 Grimes City Hall on the **7th day of December, 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 7th day of December, 2021** in said City Hall, 101 NE Harvey Street. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 14th day of December, 2021**, in said City Council Chambers, 410 SE Main Street. 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 January 10, 2022 and no later than February 15, 2022**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in January 2022.

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 under the "Our Community" section by selecting "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 Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, Iowa 50266, at no cost. You must call 515-225-8000 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

WRA GRIMES CONNECTOR - CONTRACT 1

The WRA Grimes Connector - Contract 1 project includes the construction of approximately 11,685 linear feet of sanitary sewer installed in open cut, 8-inch to 60-inch diameter, 656 feet of 54-inch diameter sanitary sewer installed in trenchless construction, manholes, excavation and backfill, removal and replacement of PCC trail, steel sheeting and rip rap at channel crossings, erosion control, surface restoration and miscellaneous associated work necessary to complete the project.

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 substantially complete the overall project no later than June 1, 2023. Substantial completion for the overall project shall be defined as the sanitary sewer being fully operational. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the project within forty-five (45) calendar days after substantial completion. Full completion for the overall project shall be defined as all improvements ready for final acceptance. 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 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 **9th day of November, 2021.**

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **12th day of November, 2021.**

Published in the local newspaper the **2nd day of December, 2021.**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: WRA Connector
Contractor: Veenstra & Kimm, Inc.
Address: 3000 Westown Parkway, West Des Moines, IA 50266
Finance Budget Code: 328-815-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: February 26, 2019 **Vendor #** 2157

Date of Council Meeting: November 9, 2021 **PAYMENT REQUEST #** 35
PAYMENT PERIOD: From: September 19, 2021 Through: October 16, 2021

Contract Summary

Original Contract Amount:	\$	882,000.00	
Net change by Change Orders:	\$	66,000.00	
Contract Amount to Date: (line 1 ± 2)	\$	948,000.00	
Total completed and stored to date:	\$	475,467.95	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	475,467.95	
Less previous applications for payment:	\$	448,035.45	
SUBTOTAL	\$		27,432.50

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 27,432.50

Balance to finish, including retainage: \$ 472,532.05

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:

Firm Name Veenstra & Kimm, Inc.

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	April 9, 2019	\$ 3,410.10
2	May 14, 2019	\$ 3,784.00
3	June 11, 2019	\$ 3,084.78
4	July 9, 2019	\$ 4,757.29
5	August 13, 2019	\$ 1,845.40
6	September 10, 2019	\$ 228.91
7	October 8, 2019	\$ 877.32
8	November 12, 2019	\$ 4,026.12
9	December 9, 2019	\$ 9,595.24
10	January 14, 2020	\$ 4,855.90
11	February 11, 2020	\$ 2,699.94
12	March 10, 2020	\$ 1,328.45
13	April 14, 2020	\$ 1,506.55
14	February 11, 2020	\$ 24,359.53
15	March 10, 2020	\$ 10,500.50
16	April 14, 2020	\$ 5,165.23
17	May 12, 2020	\$ 11,490.30
18	June 9, 2020	\$ 6,605.10
19	July 14, 2020	\$ 57,078.16
20	August 11, 2020	\$ 36,812.00
21	September 22, 2020	\$ 45,013.14
22	October 13, 2020	\$ 32,958.72
23	November 10, 2020	\$ 28,597.90
24	December 22, 2020	\$ 11,743.35
25	January 12, 2021	\$ 5,444.50
26	February 9, 2021	\$ 27,474.28
27	March 9, 2021	\$ 11,301.96
28	April 27, 2021	\$ 15,104.50
29	May 11, 2021	\$ 9,751.90
30	June 8, 2021	\$ 17,322.10
31	July 13, 2021	\$ 19,548.00
32	August 10, 2021	\$ 5,586.82
33	September 14, 2021	\$ 11,200.40
34	October 12, 2021	\$ 12,977.06
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 448,035.45

Record of Change Orders

No.	Date	Amount
1	September 22, 2020	\$ -
2	October 27, 2020	\$ 66,000.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 66,000.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 26, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



STATEMENT OF PROFESSIONAL SERVICES

City of Grimes
Attn: Matt Ahrens
101 NE Harvey
Grimes, IA 50111

October 22, 2021
Project No: 128107
Invoice No: 22

Project Manager H. Veenstra Jr.

Engineering services for WRA Connector - Phase 2 - Design Services:
Professional Services from September 19, 2021 to October 16, 2021
Professional Personnel

	Hours	Rate	Amount
Clerical II	20.50	70.00	1,435.00
Clerical III	4.50	60.00	270.00
Process Engineer I	28.00	203.00	5,684.00
Engineer I-D	43.00	160.00	6,880.00
Engineer III-B	21.50	128.00	2,752.00
Drafter IA	15.50	107.00	1,658.50
Drafter IB	21.00	100.00	2,100.00
Drafter II	20.00	94.00	1,880.00
Surveyor I	2.00	127.00	254.00
Technician II	5.00	86.00	430.00
Technician V	1.50	71.00	106.50
Totals	182.50		23,450.00
Total Labor			23,450.00

Consultants

Team Services			3,960.00
Total Consultants			3,960.00

Unit Billing

Duplication			22.50
Total Units			22.50

Billing Limits

	Current	Prior	To-Date
Total Billings	27,432.50	392,154.45	419,586.95
Limit			430,000.00
Remaining			10,413.05

Total this Invoice \$27,432.50

Billings to Date

	Current	Prior	Total
Labor	23,450.00	372,488.50	395,938.50
Consultant	3,960.00	0.00	3,960.00
Expense	0.00	55.00	55.00

Project	128107	WRA Connector - Phase 2 - DS			Invoice	22
Unit		22.50	19,610.95	19,633.45		
Totals		27,432.50	392,154.45	419,586.95		

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Northwest Territory Lift Station and Forced Main Project
Contractor: Veenstra & Kimm, Inc.
Address: 3000 Westown Parkway, West Des Moines, IA 50266
Finance Budget Code: 329-815-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: April 14, 2020 **Vendor #** 2157

Date of Council Meeting: November 9, 2021 **PAYMENT REQUEST #** 18
PAYMENT PERIOD: From: August 22, 2021 Through: September 18, 2021

Contract Summary

Original Contract Amount:	\$	4,200.00	
Net change by Change Orders:	\$	177,950.00	
Contract Amount to Date: (line 1 ± 2)	\$	182,150.00	
Total completed and stored to date:	\$	182,150.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	182,150.00	
Less previous applications for payment:	\$	170,499.32	
SUBTOTAL	\$	11,650.68	

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 11,650.68

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:

Firm Name

Signature Date

Engineer / Consultant Approval:

Veenstra & Kimm, Inc.

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	June 9, 2020	\$ 4,099.95
2	July 14, 2020	\$ 100.05
3	August 11, 2020	\$ 5,264.00
4	September 22, 2020	\$ 2,287.30
5	October 13, 2020	\$ 5,346.00
6	November 10, 2020	\$ 7,088.00
7	December 22, 2020	\$ 4,495.00
8	January 12, 2021	\$ 34,960.60
9	February 9, 2021	\$ 27,401.95
10	March 9, 2021	\$ 1,107.15
11	April 27, 2021	\$ 4,747.40
12	May 11, 2021	\$ 3,512.98
13	June 8, 2021	\$ 8,051.10
14	July 13, 2021	\$ 10,893.34
15	August 10, 2021	\$ 6,822.00
16	September 14, 2021	\$ 20,680.54
17	October 12, 2021	\$ 23,641.96
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 170,499.32

Record of Change Orders

No.	Date	Amount
1	June 9, 2020	\$ 69,750.00
2	September 22, 2020	\$ 18,200.00
3	February 9, 2021	\$ 90,000.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 177,950.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	April 14, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



REC'D OCT 29 2021

VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

STATEMENT OF PROFESSIONAL SERVICES

City of Grimes
Attn: Matt Ahrens
101 NE Harvey
Grimes, IA 50111

October 22, 2021

Project No: 128114

Invoice No: 8

Project Manager H. Veenstra Jr.

Engineering services for Northwest Territory Lift Station and Force Main - Phase 3 - Construction Services:

Professional Services from September 19, 2021 to October 16, 2021**Professional Personnel**

	Hours	Rate	Amount
Engineer X	1.00	83.00	83.00
Construction Manager	8.50	180.00	1,530.00
Technician III	119.00	79.00	9,401.00
Totals	128.50		11,014.00
Total Labor			11,014.00

Unit Billing

Mileage	635.60
Mileage	1.08
Total Units	636.68

636.68**Billing Limits**

	Current	Prior	To-Date
Total Billings	11,650.68	78,349.32	90,000.00
Limit			90,000.00

Total this Invoice \$11,650.68**Billings to Date**

	Current	Prior	Total
Labor	11,014.00	75,692.50	86,706.50
Expense	0.00	1,000.00	1,000.00
Unit	636.68	1,656.82	2,293.50
Totals	11,650.68	78,349.32	90,000.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: KennyBrook South Detention Basin Improvements

Contractor: Nilles Associates, Inc.

Address: 1250 SW State Street, Suite A, Ankeny, IA 50023

Finance Budget Code: 319-865-6407

Finance Project # _____

Vendor Project or Invoice #: 20160.05

PO # _____

Original Contract Date: October 13, 2020

Vendor # 3129

Date of Council Meeting: November 9, 2021

PAYMENT REQUEST # 5

PAYMENT PERIOD: From: August 1, 2021 Through: September 30, 2021

Contract Summary

Original Contract Amount: \$ 58,500.00

Net change by Change Orders: \$ 94,060.00

Contract Amount to Date: (line 1 ± 2) \$ 152,560.00

Total completed and stored to date: \$ 120,567.50

Retainage: 0 % of Completed Work: \$ -

Total Earned less Retainage: \$ 120,567.50

Less previous applications for payment: \$ 90,250.00

SUBTOTAL \$ 30,317.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 30,317.50

Balance to finish, including retainage: \$ 31,992.50

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:

Nilles Associates, Inc.

Firm Name

Signature

Date

Engineer / Consultant Approval:

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	February 23, 2021	\$ 40,875.00
2	May 11, 2021	\$ 17,602.50
3	July 13, 2021	\$ 26,202.50
4	September 14, 2021	\$ 5,570.00
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 90,250.00

Record of Change Orders

No.	Date	Amount
1	June 8, 2021	\$ 94,060.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 94,060.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	OCT. 13, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

1250 SW State Street, Suite A
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

NILLES ASSOCIATES

Engineering – Landscape Architecture – Land Surveying

INVOICE

City of Grimes, Iowa
Attn.: Matt Ahrens
410 SE Main Street, Suite 102
Grimes, IA 50111

Invoice Date: 10/10/2021
Billing Period: 08/01/21-09/30/21

Invoice No: 20160.05
Project No: 20160

Project: Kennybrook South Wetland Project

				Current
Hourly Services:	Hours	Rate	Amount	
Engineer V	52.0	\$115.00	\$5,980.00	
Engineer II	18.5	\$85.00	\$1,572.50	
Landscape Architect II	11.5	\$95.00	\$1,092.50	
Land Surveyor V	19.5	\$115.00	\$2,242.50	
Technician VI	42.5	\$95.00	\$4,037.50	
Technician V	148.0	\$85.00	\$12,580.00	
Technician IV	37.5	\$75.00	<u>\$2,812.50</u>	
	Subtotal:		\$30,317.50	<u>\$30,317.50</u>
Total Due this Invoice:				\$30,317.50

NILLES ASSOCIATES, INC.



Thank you for your business.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Grimes Existing Basins Enhancements

Contractor: Nilles Associates, Inc.

Address: 1250 SW State Street, Suite A, Ankeny, IA 50023

Finance Budget Code: 740-865-6407

Finance Project #

Vendor Project or Invoice #: 20132.04

PO #

Original Contract Date: July 14, 2020

Vendor # 3129

Date of Council Meeting: November 9, 2021

PAYMENT REQUEST # 4

PAYMENT PERIOD: From: August 1, 2021 Through: September 30, 2021

Contract Summary

Original Contract Amount: \$ 22,400.00

Net change by Change Orders: \$ 6,790.00

Contract Amount to Date: (line 1 ± 2) \$ 29,190.00

Total completed and stored to date: \$ 21,690.00

Retainage: 0 % of Completed Work: \$ -

Total Earned less Retainage: \$ 21,690.00

Less previous applications for payment: \$ 19,190.00

SUBTOTAL \$ 2,500.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,500.00

Balance to finish, including retainage: \$ 7,500.00

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:

Nilles Associates, Inc.

Firm Name

Signature

Date

Engineer / Consultant Approval:

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	May 11, 2021	\$ 10,150.00
2	June 22, 2021	\$ 3,500.00
3	September 14, 2021	\$ 5,540.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 19,190.00

Record of Change Orders

No.	Date	Amount
1	June 8, 2021	\$ 6,790.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 6,790.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	JUL. 14, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

1250 SW State Street, Suite A
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

NILLES ASSOCIATES

Engineering – Landscape Architecture – Land Surveying

INVOICE

City of Grimes, Iowa
Attn.: Matt Ahrens
410 SE Main Street, Suite 102
Grimes, IA 50111

Invoice Date: 10/10/2021
Billing Period: 08/01/21-09/30/21

Invoice No: 20132.04
Project No: 20132

Project: Grimes Existing Basins Enhancements

				Current
Lump Sum Services:				
2021 Quarter 3	\$2,500.00	@ 100%	Complete	<u>\$2,500.00</u>
			Subtotal:	<u>\$2,500.00</u>
Total Due this Invoice:				\$2,500.00

NILLES ASSOCIATES, INC.



Thank you for your business.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: HIGHWAY 44 & SW COUNTY LINE ROAD INTERSECTION IMPROVEMENTS
Contractor: Bolton & Menk, Inc.
Address: 430 E Grand Ave, Suite 101 Des Moines, IA 50309
Finance Budget Code: 334-210-6407 **Finance Project #**
Vendor Project or Invoice #: 277027 **PO #**
Original Contract Date: October 22, 2019 **Vendor #** 2820

Date of Council Meeting: November 9, 2021 **PAYMENT REQUEST #** 22
PAYMENT PERIOD: From: August 24, 2021 Through: September 24, 2021

Contract Summary

Original Contract Amount:	\$	286,000.00	
Net change by Change Orders:	\$	174,195.00	
Contract Amount to Date: (line 1 ± 2)	\$	460,195.00	
Total completed and stored to date:	\$	234,124.10	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	234,124.10	
Less previous applications for payment:	\$	203,149.60	
SUBTOTAL	\$		30,974.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 30,974.50

Balance to finish, including retainage: \$ 226,070.90

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:

Bolton & Menk, Inc.

Firm Name

Signature

13 OCT 2021

Date

City of Grimes Staff Approval:

Signature

11-2-21

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 14, 2020	\$ 1,730.00
2	February 11, 2020	\$ 6,434.90
3	April 14, 2020	\$ 1,627.00
4	April 14, 2020	\$ 2,195.00
5	June 9, 2020	\$ 7,097.50
6	July 14, 2020	\$ 6,792.50
7	August 11, 2020	\$ 11,325.00
8	September 8, 2020	\$ 17,430.00
9	October 13, 2020	\$ 4,815.00
10	November 10, 2020	\$ 1,022.50
11	December 8, 2020	\$ 2,969.50
12	January 12, 2021	\$ 4,537.00
13	February 9, 2021	\$ 2,785.00
14	March 9, 2021	\$ 10,517.00
15	April 13, 2021	\$ 10,831.50
16	May 11, 2021	\$ 5,594.00
17	June 8, 2021	\$ 30,291.00
18	July 13, 2021	\$ 21,853.00
19	August 10, 2021	\$ 10,243.50
20	September 28, 2021	\$ 24,038.50
21	October 12, 2021	\$ 19,020.20
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

BMI Invoice #	No.	Date	Amount
242868	36		
244361	37		
245964	38		
246888	39		
249839	40		
251444	41		
253004	42		
254565	43		
255930	44		
257659	45		
259408	46		
260929	47		
262389	48		
263856	49		
265171	50		
266601	51		
268401	52		
269818	53		
271701	54		
273218	55		
274927	56		
	57		
	58		
	59		
	60		
	61		
	62		
	63		
	64		
	65		
	66		
	67		
	68		
	69		
	70		

TOTAL \$ 203,149.60

Record of Change Orders

No.	Date	Amount
1	May 11, 2021	\$ 174,195.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 174,195.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	October 22, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

September 24, 2021

Project No: A13.120005

Invoice No: 0277027

Client Account: GRIMES_CI_IA

Grimes/Highway 44 & SW Co Line Road

Highway 44 & SW County Line Road Intersection Improvements

Consultant Services (001)

Professional Services

	Hours	Amount	
Principal	2.00	356.00	
Administrative	11.50	828.00	
Senior Project Engineer	.50	84.00	
Totals	14.00	1,268.00	
Total Labor			1,268.00
Total this Task			\$1,268.00

Construction Services (002)

Professional Services

	Hours	Amount	
Principal	28.00	4,480.00	
Survey Technician	122.00	8,350.00	
Technician	63.50	5,038.50	
Project Manager	56.00	8,120.00	
Totals	269.50	25,988.50	
Total Labor			25,988.50

Reimbursable Expenses

Misc. Reimbursable Expense	1,823.25	
Testing	1,894.75	
Total Reimbursables	3,718.00	3,718.00

Total this Task \$29,706.50**Total this Invoice \$30,974.50**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Highway 44 Corridor Study
Contractor: Bolton & Menk, Inc.
Address: 430 E Grand Avenue, Suite 101, Des Moines, IA 50309
Finance Budget Code: 341-210-6407 **Finance Project #**
Vendor Project or Invoice #: 277028 **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 2820

Date of Council Meeting: November 9, 2021 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: August 24, 2021 Through: September 24, 2021

Contract Summary

Original Contract Amount:	\$	105,600.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	105,600.00	
Total completed and stored to date:	\$	86,315.10	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	86,315.10	
Less previous applications for payment:	\$	79,344.10	
SUBTOTAL	\$		6,971.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,971.00

Balance to finish, including retainage: \$ 19,284.90

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:

Firm Name Bolton & Menk, Inc.

Signature Date 13 OCT 2021

City of Grimes Staff Approval:

Signature Date 11-2-21

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	Invoice #
1	December 8, 2020	\$ 3,412.50	259409
2	January 12, 2021	\$ 1,690.00	260930
3	February 9, 2021	\$ 5,462.50	262390
4	March 9, 2021	\$ 14,416.60	263857
5	April 13, 2021	\$ 10,573.00	265172
6	May 11, 2021	\$ 7,244.50	266602
7	June 8, 2021	\$ 3,782.50	268402
8	July 13, 2021	\$ 7,035.00	269819
9	August 10, 2021	\$ 9,330.50	271702
10	September 28, 2021	\$ 8,272.00	273219
11	October 12, 2021	\$ 8,125.00	274928
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			

TOTAL \$ 79,344.10

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 11, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

September 24, 2021

Project No: A13.122607

Invoice No: 0277028

Client Account: GRIMES_CI_IA

Grimes/Highway 44 Corridor Study

Corridor Study (001)

Professional Services

	Hours	Amount	
Principal	5.00	800.00	
Administrative	4.00	288.00	
Specialist	9.50	855.00	
Senior Planner	9.00	1,242.00	
Landscape Designer	19.50	2,106.00	
Senior Project Engineer	10.00	1,680.00	
Totals	57.00	6,971.00	
Total Labor			6,971.00
		Total this Task	\$6,971.00
		Total this Invoice	\$6,971.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: James Street Corridor Study N 27th Street to S 37th Street
Contractor: Foth Infrastructure & Environment, LLC
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 343-210-6407 **Finance Project #**
Vendor Project or Invoice #: 20G021.01 **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 2972

Date of Council Meeting: November 9, 2021 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: September 1, 2021 Through: September 30, 2021

Contract Summary

Original Contract Amount:	\$	130,628.00	
Net change by Change Orders:	\$	11,500.00	
Contract Amount to Date: (line 1 ± 2)	\$		142,128.00
Total completed and stored to date:	\$	130,115.18	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		130,115.18
Less previous applications for payment:	\$		124,730.62
SUBTOTAL			\$ 5,384.56

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 5,384.56

Balance to finish, including retainage: \$ 12,012.82

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:

Firm Name Foth Infrastructure & Environment, LLC

Signature Date 10/26/2021

City of Grimes Staff Approval:

Signature Date 11-2-21

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	November 24, 2020	\$ 14,847.00
2	January 26, 2021	\$ 22,776.32
3	April 27, 2021	\$ 74,409.80
4	July 13, 2021	\$ 7,670.00
5	August 24, 2021	\$ 2,100.00
6	September 28, 2021	\$ 2,927.50
7	November 9, 2021	
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 124,730.62

Record of Change Orders

No.	Date	Amount
1	9-28-21	11,500
2		
3		
4		
5		
6		
8/9/2021		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 11,500
Please update Payment Application Sheet

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 11, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Invoice

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

*NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC, treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 3095, De Pere, WI 54115-3095*

October 25, 2021

Project No: 0020G021.01

Invoice No: 74854

City of Grimes
City Hall
101 NE Harvey Street
Grimes, IA 50111

Invoice Total USD 5,384.56

Project 0020G021.01 James Street Corridor Study - S 37th Street to N 27th Street

Project Finance Code: 343-210-6407

Professional Services through September 30, 2021

Professional Personnel

	Hours	Rate	Amount	
Lead Project Engineer	16.00	190.00	3,040.00	
Staff Engineer II	1.00	126.00	126.00	
Staff Engineer I	18.00	117.00	2,106.00	
Project Administrator II	1.00	98.00	98.00	
Totals	36.00		5,370.00	
Total Labor				5,370.00

Expenses 14.56

Billing Limits	Current	Prior	To-Date
Total Billings	5,384.56	124,730.62	130,115.18
Limit			142,128.00
Remaining			12,012.82

Total This Invoice USD 5,384.56

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Jacob Street Water Main
Contractor: Synergy Contracting, LLC.
Address: 108 5th Avenue SW, Altoona, IA 50009
Finance Budget Code: 352-810-6407 **Finance Project #** 352-810-6499
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 10, 2021 **Vendor #** 4147

Date of Council Meeting: November 9, 2021 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: August 10, 2021 Through: October 30, 2021

Contract Summary

Original Contract Amount:	\$	636,025.00	
Net change by Change Orders:	\$	1,822.70	
Contract Amount to Date: (line 1 ± 2)	\$	637,847.70	
Total completed and stored to date:	\$	253,029.76	
Retainage: 5 % of Completed Work:	\$	12,651.49	
Total Earned less Retainage:	\$	240,378.27	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 240,378.27

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 240,378.27

Balance to finish, including retainage: \$ 397,469.43

Contract Time Remaining (If applicable) 47.00 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: Synergy Contracting, LLC.

Signature Firm Name

11/3/21
Date

Engineer / Consultant Approval: MSA Professional Services, Inc.

Signature Firm Name

11/03/2021
Date

City of Grimes Staff Approval:
Signature

11-3-21
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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00		\$ -	1.00	0.00%
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 4,620.00	\$ 4,620.00		\$ -	1.00	0.00%
4.01	Removal of Sanitary Sewer, 10" or Less	LF	10.00		10.00	\$ 21.00	\$ 210.00		\$ -	10.00	0.00%
4.02	Removal of Storm Sewer, 36" or Less	LF	56.00		56.00	\$ 21.00	\$ 1,176.00		\$ -	56.00	0.00%
4.03	Sanitary Sewer Graily Main, Trenched, C800 PVC, 8 Inch	LF	10.00		10.00	\$ 182.00	\$ 1,820.00		\$ -	10.00	0.00%
4.04	Storm Sewer, Trenched, RCP w/Flexible Gasket, 18 Inch	LF	18.00		18.00	\$ 182.00	\$ 3,276.00		\$ -	18.00	0.00%
4.05	Storm Sewer, Trenched, RCP w/Flexible Gasket, 30 Inch	LF	10.00		10.00	\$ 294.00	\$ 2,940.00		\$ -	10.00	0.00%
4.06	Storm Sewer, Trenched RCP w/Flexible Gasket, 36 Inch	LF	8.00		8.00	\$ 308.00	\$ 2,464.00		\$ -	8.00	0.00%
4.07	Storm Sewer, Trenched HDPE, 8 Inch	LF	10.00		10.00	\$ 140.00	\$ 1,400.00		\$ -	10.00	0.00%
4.08	Storm Sewer, Trenched, CMP, 12 Inch	LF	10.00		10.00	\$ 154.00	\$ 1,540.00		\$ -	10.00	0.00%
5.01	Water Main, Trenched, PVC, 4 Inch	LF	41.00		41.00	\$ 70.00	\$ 2,870.00		\$ -	41.00	0.00%
5.02	Water Main, Trenched, PVC, 8 Inch	LF	72.00		72.00	\$ 91.00	\$ 6,552.00		\$ -	72.00	0.00%
5.03	Water Main, Trenchless, PVC, 8 Inch	LF	2,740.00		2,740.00	\$ 91.00	\$ 249,340.00	1,730.00	\$ 157,430.00	1,010.00	63.14%
5.04	Water Main, Trenchless, PVC, Cased, 8 Inch	LF	70.00		70.00	\$ 420.00	\$ 29,400.00		\$ -	70.00	0.00%
5.05	Fitting, Tee, 8 Inch x 4 Inch	EA	1.00		1.00	\$ 1,015.00	\$ 1,015.00		\$ -	1.00	0.00%
5.06	Fitting, Tee, 8 Inch x 8 Inch	EA	5.00		5.00	\$ 1,260.00	\$ 6,300.00		\$ -	5.00	0.00%
5.07	Fitting, Cross, 8 Inch x 8 Inch	EA	2.00		2.00	\$ 2,380.00	\$ 4,760.00		\$ -	2.00	0.00%
5.08	Fitting, Cap, 8 Inch	EA	1.00		1.00	\$ 490.00	\$ 490.00		\$ -	1.00	0.00%
5.09	Fitting, Reducer, 8 Inch x 4 Inch	EA	3.00		3.00	\$ 665.00	\$ 1,995.00		\$ -	3.00	0.00%
5.10	Fitting, Reducing Tee, 8 Inch x 6 Inch x 6 Inch	EA	1.00		1.00	\$ 2,620.00	\$ 2,620.00		\$ -	1.00	0.00%
5.11	Water Service Stub, Same Side of Street, Copper, 3/4 Inch	EA	16.00		16.00	\$ 1,900.00	\$ 30,400.00		\$ -	16.00	0.00%
5.12	Water Service Stub, Opposite Side of Street, Copper, 3/4 Inch	EA	13.00		13.00	\$ 2,400.00	\$ 31,200.00		\$ -	13.00	0.00%
5.13	Valve, 4 Inch	EA	1.00		1.00	\$ 1,760.00	\$ 1,760.00		\$ -	1.00	0.00%
5.14	Valve, 8 Inch	EA	16.00		16.00	\$ 2,450.00	\$ 39,200.00		\$ -	16.00	0.00%
5.15	Fire Hydrant Assembly	EA	5.00		5.00	\$ 7,980.00	\$ 39,900.00		\$ -	5.00	0.00%
5.16	Fire Hydrant Removal	EA	4.00		4.00	\$ 1,400.00	\$ 5,600.00		\$ -	4.00	0.00%
5.17	Valve Box Removal	EA	6.00		6.00	\$ 420.00	\$ 2,520.00		\$ -	6.00	0.00%
5.18	Connection to Existing Water Main	EA	11.00		11.00	\$ 4,550.00	\$ 50,050.00		\$ -	11.00	0.00%
5.19	Flushing Device, Blowoff	EA	4.00		4.00	\$ 3,080.00	\$ 12,320.00		\$ -	4.00	0.00%
6.01	Remove & Replace 12" Diameter Intake	EA	1.00		1.00	\$ 5,880.00	\$ 5,880.00		\$ -	1.00	0.00%
7.01	Removal of Sidewalk, Shared Use Path, or Driveway	SY	120.00		120.00	\$ 14.00	\$ 1,680.00	15.50	\$ 217.00	104.50	12.92%
7.02	Removal of Pavement	SY	505.00		505.00	\$ 14.00	\$ 7,070.00	110.00	\$ 1,540.00	395.00	21.78%
7.03	Sidewalk, PCC 4 Inch Thickness	SY	75.00		75.00	\$ 63.00	\$ 4,725.00		\$ -	75.00	0.00%
7.04	Driveway, PCC 6 Inch Thickness	SY	11.00		11.00	\$ 77.00	\$ 847.00		\$ -	11.00	0.00%
7.05	Granular Surfacing, 12 Inch Thickness	SY	505.00		505.00	\$ 21.00	\$ 10,605.00		\$ -	505.00	0.00%
7.06	Full Depth Patch, PCC, Match Existing Thickness	SY	12.00		12.00	\$ 280.00	\$ 3,360.00		\$ -	12.00	0.00%
7.07	Remove and Replace Granular Surface	SY	40.00		40.00	\$ 21.00	\$ 840.00		\$ -	40.00	0.00%
8.01	Traffic Control	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	0.50	\$ 5,000.00	0.50	50.00%
8.02	Flaggers	EA	10.00		10.00	\$ 1,200.00	\$ 12,000.00		\$ -	10.00	0.00%
9.01	Hydraulic Seeding, Broadcasting, Fertilizing, and Mulching (Grass), Type I with Compost Amended Topsoil	AC	0.15		0.15	\$14,500.00	\$ 2,175.00		\$ -	0.15	0.00%
9.02	Seeding, Temporary Seeding	AC	0.15		0.15	\$ 2,200.00	\$ 330.00		\$ -	0.15	0.00%
9.03	Intake Protection Device, Installation and Removal	EA	17.00		17.00	\$ 200.00	\$ 3,400.00		\$ -	17.00	0.00%
9.04	Intake Protection Device, Maintenance	EA	17.00		17.00	\$ 25.00	\$ 425.00	17.00	\$ 425.00	-	100.00%
9.05	Wattle, Installation	LF	1,500.00		1,500.00	\$ 2.00	\$ 3,000.00	900.00	\$ 1,800.00	600.00	60.00%
9.06	Wattle, Removal	LF	1,500.00		1,500.00	\$ 1.00	\$ 1,500.00	250.00	\$ 250.00	1,250.00	16.67%
9.07	Stormwater Pollution Prevention Plan (SWPPP) Preparation	LS	1.00		1.00	\$ 1,500.00	\$ 1,500.00		\$ -	1.00	0.00%
9.08	Stormwater Pollution Prevention Plan (SWPPP) Management	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	0.00%
11.01	Mobilization	LS	1.00		1.00	\$15,400.00	\$ 15,400.00	0.50	\$ 7,700.00	0.50	50.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 4,200.00	\$ 4,200.00		\$ -	1.00	0.00%
11.03	Removal & Salvage of Sign	EA	1.00		1.00	\$ 140.00	\$ 140.00		\$ -	1.00	0.00%
11.04	Removal & Reinstallation of Mailbox	EA	3.00		3.00	\$ 140.00	\$ 420.00	0.10	\$ 14.00	2.90	3.33%
11.05	Maintenance of Postal Services	LS	1.00		1.00	\$ 1,400.00	\$ 1,400.00	1.00	\$ 1,400.00	-	100.00%
	CHANGE ORDER #1				-	\$ -	\$ -		\$ -	-	
CO1	Sanitary Sewer Service Repair @ 415/110 SE 2nd St on SE Jacob Street	LS	1.00		1.00	\$ 1,822.70	\$ 1,822.70	1.00	\$ 1,822.70	-	100.00%
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	
					-	\$ -	\$ -		\$ -	-	

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 637,847.70

\$ 253,029.76

39.67%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ -

Record of Change Orders

No.	Date	Amount
1	November 9, 2021	\$ 1,822.70
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 1,822.70

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 10, 2021
Original Contract Time:	80.00
Added by Change Order:	1.00
Contract Time to Date:	81.00
Time Used to Date:	34.00
Contract Time Remaining:	47.00

324-86.6490

Contractor's Application for Payment No.

23 (Twenty-three)

Application Period:

10/1/2021

to

10/31/2021

Application Date:

11/1/2021

To (Owner):	City of Grimes, IA 101 NE Harvey Street, Grimes, Iowa 50111	From (Contractor):	Shank Constructors, Inc. 3501 85th Avenue North, Brooklyn Park, MN 55443	Via (Engineer):	McClure Engineering Co. 1360 NW 121st St, Clive, IA 50325
Owner's DWSRF Number:	FS-77-18-DWSRF-016	Contractor's Contract Number:	1300	Engineer's Project Number:	190904
Project:	City of Grimes, IA - Reverse Osmosis Water Treatment Plant - Phase 1		Contract:	Grimes RO WTP - Phase 1	

Application For Payment - Change Order Summary

Approved Change Orders

Number	Additions	Deductions
001	\$ 37,166.00	\$ -
002	\$ 71,894.00	\$ -
003	\$ 312,226.00	\$ -
Totals:	\$ 421,286.00	\$ -
Net Change by Change Order:	\$	421,286.00

1. Original Contract Price.....	\$	17,951,200.00
2. Net change by Change Orders.....	\$	421,286.00
3. Current Contract Price (Line 1 ± 2).....	\$	18,372,486.00
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$	17,947,716.50
5. Retainage		
a. 5.0% X \$ 17,927,916.50 Work Completed.....	\$	896,395.82
b. 5.0% X \$ 19,800.00 Stored Material.....	\$	990.00
c. Early Release of Retainage.....	\$	-
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	897,385.82
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$	17,050,330.68
7. Less Previous Payments (Line 6 from prior Application).....	\$	16,906,228.98
8. Amount Due This Application.....	\$	144,101.70
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	1,322,155.32

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:

Date: 11/2/2021

Payment of: \$144,101.70

(Line 8 or other - attach explanation of the other amount)

is recommended by: **Michael Washburn**
(Engineer) (Date)

Payment of: _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Grimes RO WTP - Phase 1					Application Number:	23 (Twenty-three)		
Application Period:	10/1/2021	to	10/31/2021		Application Date:	11/1/2021		
A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 01 - General Requirements								
01.01	Bonds & Insurance	\$ 269,268.00	\$ 269,268.00	\$ -		\$ 269,268.00	100.00%	\$ -
01.02	General / Mobilization	\$ 88,000.00	\$ 88,000.00	\$ -		\$ 88,000.00	100.00%	\$ -
01.03	Furnishings / Appliance / AV Equipment Allowance	\$ 80,000.00	\$ 60,455.00	\$ -		\$ 60,455.00	75.57%	\$ 19,545.00
01.04	Submittal Software Allowance	\$ 18,000.00	\$ 9,000.00	\$ -		\$ 9,000.00	50.00%	\$ 9,000.00
Division 02 - Existing Conditions								
02.01	Demolition - Process	\$ 75,624.00	\$ 72,300.00	\$ 2,100.00		\$ 74,400.00	98.38%	\$ 1,224.00
02.02	Demolition - Existing Site Fence	\$ 7,800.00	\$ 7,800.00	\$ -		\$ 7,800.00	100.00%	\$ -
Division 03 - Concrete								
03.01	Cast In Place Concrete / Reinforcement							
03.01.1	Spread Footings Office Area	\$ 3,800.00	\$ 3,800.00	\$ -		\$ 3,800.00	100.00%	\$ -
03.01.2	Ribbon Footings Process Area	\$ 96,250.00	\$ 96,250.00	\$ -		\$ 96,250.00	100.00%	\$ -
03.01.3	Ribbon Footings Office Area	\$ 68,300.00	\$ 68,300.00	\$ -		\$ 68,300.00	100.00%	\$ -
03.01.4	Foundation Walls Process Area	\$ 13,850.00	\$ 13,850.00	\$ -		\$ 13,850.00	100.00%	\$ -
03.01.5	Pipe Trench Mat Slabs	\$ 179,240.00	\$ 179,240.00	\$ -		\$ 179,240.00	100.00%	\$ -
03.01.6	Pipe Trench Walls & Piers	\$ 266,844.00	\$ 266,844.00	\$ -		\$ 266,844.00	100.00%	\$ -
03.01.7	Basement Mat Slab	\$ 203,500.00	\$ 203,500.00	\$ -		\$ 203,500.00	100.00%	\$ -
03.01.8	Basement Walls & Columns	\$ 234,450.00	\$ 234,450.00	\$ -		\$ 234,450.00	100.00%	\$ -
03.01.9	Phosphate/Ammonia Area Slabs	\$ 29,462.00	\$ 29,462.00	\$ -		\$ 29,462.00	100.00%	\$ -
03.01.10	Phosphate/Ammonia Area Walls	\$ 44,100.00	\$ 44,100.00	\$ -		\$ 44,100.00	100.00%	\$ -
03.01.11	Chlorine Room Slabs	\$ 35,350.00	\$ 35,350.00	\$ -		\$ 35,350.00	100.00%	\$ -
03.01.12	Chlorine Room Walls	\$ 40,050.00	\$ 40,050.00	\$ -		\$ 40,050.00	100.00%	\$ -
03.01.13	Flushing Box	\$ 9,800.00	\$ 9,800.00	\$ -		\$ 9,800.00	100.00%	\$ -
03.01.14	Stoops	\$ 14,440.00	\$ 14,440.00	\$ -		\$ 14,440.00	100.00%	\$ -
03.01.15	Pump Room Elevated Slab	\$ 222,350.00	\$ 222,350.00	\$ -		\$ 222,350.00	100.00%	\$ -
03.01.16	SOG East Process Area	\$ 95,350.00	\$ 95,350.00	\$ -		\$ 95,350.00	100.00%	\$ -
03.01.17	SOG West Process Area	\$ 29,200.00	\$ 29,200.00	\$ -		\$ 29,200.00	100.00%	\$ -
03.01.18	SOG Office Area	\$ 30,690.00	\$ 30,690.00	\$ -		\$ 30,690.00	100.00%	\$ -
03.01.19	Generator Pad	\$ 49,070.00	\$ 49,070.00	\$ -		\$ 49,070.00	100.00%	\$ -

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
03.01.20	Sign	\$ 10,700.00	\$ 10,700.00	\$ -		\$ 10,700.00	100.00%	\$ -
03.01.21	Misc Equipment Pads	\$ 26,480.00	\$ 26,480.00	\$ -		\$ 26,480.00	100.00%	\$ -
03.01.22	Concrete Stair	\$ 4,500.00	\$ 4,500.00	\$ -		\$ 4,500.00	100.00%	\$ -
03.01.23	Precast Topping	\$ 4,800.00	\$ 4,800.00	\$ -		\$ 4,800.00	100.00%	\$ -
03.02	Precast Concrete	\$ 645,000.00	\$ 645,000.00	\$ -		\$ 645,000.00	100.00%	\$ -
Division 04 - Masonry								
04.01	Masonry	\$ 85,908.00	\$ 85,908.00	\$ -		\$ 85,908.00	100.00%	\$ -
Division 05 - Metals								
05.01	Structural Steel & Misc Metal / Steel Joist - Decking / Stairs - Railings - Grating	\$ 422,040.00	\$ 422,040.00	\$ -		\$ 422,040.00	100.00%	\$ -
05.02	Metals & Precast Erection	\$ 270,711.00	\$ 269,100.00	\$ 1,611.00		\$ 270,711.00	100.00%	\$ -
Division 06 - Wood, Plastics, and Composites								
06.01	Rough Carpentry	\$ 2,500.00	\$ 2,500.00	\$ -		\$ 2,500.00	100.00%	\$ -
Division 07 - Thermal and Moisture Protection								
07.01	Damp Proofing - Insulation	\$ 17,245.00	\$ 17,245.00	\$ -		\$ 17,245.00	100.00%	\$ -
07.02	Roofing / Roofing Accessories	\$ 281,900.00	\$ 281,900.00	\$ -		\$ 281,900.00	100.00%	\$ -
07.03	Sealants	\$ 19,195.00	\$ 18,000.00	\$ 1,195.00		\$ 19,195.00	100.00%	\$ -
Division 08 - Openings								
08.01	Doors / Frames / Hardware / Hatches							
08.01.1	Doors & Hardware	\$ 64,500.00	\$ 63,750.00	\$ -		\$ 63,750.00	98.84%	\$ 750.00
08.01.2	Access Hatches	\$ 2,500.00	\$ 2,500.00	\$ -		\$ 2,500.00	100.00%	\$ -
08.02	Overhead Coiling Doors	\$ 52,000.00	\$ 52,000.00	\$ -		\$ 52,000.00	100.00%	\$ -
08.03	Aluminum Entrance & Storefronts	\$ 46,798.00	\$ 46,798.00	\$ -	\$ -	\$ 46,798.00	100.00%	\$ -
08.04	Architectural Louvers	\$ 46,521.00	\$ 4,500.00	\$ -		\$ 4,500.00	9.67%	\$ 42,021.00
Division 09 - Finishes								
09.01	Gypsum Board / Framing / Ceilings	\$ 79,904.00	\$ 79,904.00	\$ -		\$ 79,904.00	100.00%	\$ -
09.02	Floor Coverings	\$ 30,600.00	\$ 30,600.00	\$ -	\$ -	\$ 30,600.00	100.00%	\$ -
09.03	Resinous Flooring	\$ 102,050.00	\$ 98,000.00	\$ -		\$ 98,000.00	96.03%	\$ 4,050.00
09.04	Painting	\$ 284,354.00	\$ 280,750.00	\$ -		\$ 280,750.00	98.73%	\$ 3,604.00
Division 10 - Specialties								
10.01	Signage	\$ 10,776.00	\$ 10,776.00	\$ -		\$ 10,776.00	100.00%	\$ -
10.02	Toilet Compartments & Accessories	\$ 2,710.00	\$ 2,710.00	\$ -		\$ 2,710.00	100.00%	\$ -
10.03	Shower Accessories	\$ 2,580.00	\$ 2,580.00	\$ -		\$ 2,580.00	100.00%	\$ -
10.04	Fire Extinguishers	\$ 1,540.00	\$ 800.00	\$ -		\$ 800.00	51.95%	\$ 740.00
10.05	Lockers	\$ 3,275.00	\$ -	\$ 2,500.00		\$ 2,500.00	76.34%	\$ 775.00

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 12 - Furnishings								
12.01	Sunshades	\$ 16,572.00	\$ 2,500.00	\$ -		\$ 2,500.00	15.09%	\$ 14,072.00
12.02	Window Shades	\$ 2,555.00	\$ 2,555.00	\$ -		\$ 2,555.00	100.00%	\$ -
12.03	Institutional Casework	\$ 11,848.00	\$ 11,848.00	\$ -		\$ 11,848.00	100.00%	\$ -
12.04	Lab Casework	\$ 21,840.00	\$ 21,840.00	\$ -		\$ 21,840.00	100.00%	\$ -
Division 21 - Fire Suppression								
21.01	Fire Protection	\$ 143,575.00	\$ 143,575.00	\$ -		\$ 143,575.00	100.00%	\$ -
Division 22 - Plumbing								
22.01	Plumbing / Fixtures / Equipment							
22.01.1	Process Air Piping & Compressor	\$ 15,850.00	\$ 14,200.00	\$ -		\$ 14,200.00	89.59%	\$ 1,650.00
22.01.2	Basement Plumbing Underground	\$ 58,788.00	\$ 58,788.00	\$ -		\$ 58,788.00	100.00%	\$ -
22.01.3	Process Area Plumbing Underground	\$ 86,105.00	\$ 86,105.00	\$ -		\$ 86,105.00	100.00%	\$ -
22.01.4	Office Area Plumbing Underground	\$ 38,200.00	\$ 38,200.00	\$ -		\$ 38,200.00	100.00%	\$ -
22.01.5	Heating Water Piping	\$ 101,500.00	\$ 101,500.00	\$ -		\$ 101,500.00	100.00%	\$ -
22.01.6	Condensate Piping	\$ 7,500.00	\$ 7,500.00	\$ -		\$ 7,500.00	100.00%	\$ -
22.01.7	Building VT & Drain Process Area	\$ 38,500.00	\$ 38,500.00	\$ -		\$ 38,500.00	100.00%	\$ -
22.01.8	Building VT & Drain Office Area	\$ 38,500.00	\$ 38,500.00	\$ -		\$ 38,500.00	100.00%	\$ -
22.01.9	Domestic Water Piping Office Area	\$ 55,450.00	\$ 55,450.00	\$ -		\$ 55,450.00	100.00%	\$ -
22.01.10	Domestic Water Piping Process Area	\$ 33,280.00	\$ 27,500.00	\$ -		\$ 27,500.00	82.63%	\$ 5,780.00
22.01.11	Plumbing Fixtures	\$ 18,500.00	\$ 18,000.00	\$ -		\$ 18,000.00	97.30%	\$ 500.00
22.01.12	Trench Drains	\$ 30,050.00	\$ 30,050.00	\$ -		\$ 30,050.00	100.00%	\$ -
22.01.13	Heating Equipment	\$ 22,100.00	\$ 22,100.00	\$ -		\$ 22,100.00	100.00%	\$ -
Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)								
23.01	HVAC							
23.01.1	Preconstruction/Mobilization	\$ 53,990.00	\$ 53,990.00	\$ -		\$ 53,990.00	100.00%	\$ -
23.01.2	Shop Fabrication	\$ 76,523.00	\$ 76,523.00	\$ -		\$ 76,523.00	100.00%	\$ -
23.01.3	HVAC Install	\$ 107,123.00	\$ 107,123.00	\$ -		\$ 107,123.00	100.00%	\$ -
23.01.4	HVAC Equipment	\$ 405,041.00	\$ 405,041.00	\$ -		\$ 405,041.00	100.00%	\$ -
23.01.5	HVAC Insulation	\$ 3,796.00	\$ 3,796.00	\$ -		\$ 3,796.00	100.00%	\$ -
23.01.6	Temperature Controls	\$ 105,622.00	\$ 105,622.00	\$ -		\$ 105,622.00	100.00%	\$ -
23.01.7	Test & Balance	\$ 5,565.00	\$ 4,600.00	\$ -		\$ 4,600.00	82.66%	\$ 965.00
23.01.8	Commissioning	\$ 19,740.00	\$ 18,740.00	\$ -		\$ 18,740.00	94.93%	\$ 1,000.00
23.01.9	Refrigeration Piping Modeling/Management	\$ 15,522.00	\$ 15,522.00	\$ -		\$ 15,522.00	100.00%	\$ -
23.01.10	Refrigeration Materials	\$ 15,995.00	\$ 15,995.00	\$ -		\$ 15,995.00	100.00%	\$ -
23.01.11	Refrigeration Labor	\$ 20,755.00	\$ 20,755.00	\$ -		\$ 20,755.00	100.00%	\$ -
23.02	Geothermal System	\$ 196,069.00	\$ 196,069.00	\$ -		\$ 196,069.00	100.00%	\$ -

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 25 - Integrated Automation								
25.01	Approved Design Submittals	\$ 25,000.00	\$ 25,000.00	\$ -		\$ 25,000.00	100.00%	\$ -
25.02	Control Panels	\$ 225,000.00	\$ 225,000.00	\$ -		\$ 225,000.00	100.00%	\$ -
25.03	Computer Equipment and Software	\$ 160,000.00	\$ 160,000.00	\$ -		\$ 160,000.00	100.00%	\$ -
25.04	System Programming	\$ 35,000.00	\$ 32,000.00	\$ -		\$ 32,000.00	91.43%	\$ 3,000.00
25.05	Instrumentation	\$ 14,500.00	\$ 14,500.00	\$ -		\$ 14,500.00	100.00%	\$ -
25.06	On Site Start Up/Training	\$ 21,000.00	\$ 17,500.00	\$ -		\$ 17,500.00	83.33%	\$ 3,500.00
Division 26 - Electrical								
26.01	Electrical	\$ 1,188,553.00	\$ 1,115,600.00	\$ 24,500.00		\$ 1,140,100.00	95.92%	\$ 48,453.00
26.02	Electrical Gear - MCC's, Etc.	\$ 528,000.00	\$ 528,000.00	\$ -		\$ 528,000.00	100.00%	\$ -
26.03	Generator	\$ 1,277,947.00	\$ 1,277,947.00	\$ -		\$ 1,277,947.00	100.00%	\$ -
Division 27 - Communications								
27.01	Communication	\$ 37,100.00	\$ 13,424.00	\$ 11,500.00		\$ 24,924.00	67.18%	\$ 12,176.00
Division 28 - Electronic Safety and Security								
28.01	Electronic Safety and Security	\$ 66,700.00	\$ 12,600.00	\$ 9,780.00		\$ 22,380.00	33.55%	\$ 44,320.00
Division 31- Earthwork								
31.01	Mobilization	\$ 40,000.00	\$ 40,000.00	\$ -		\$ 40,000.00	100.00%	\$ -
31.02	Construction Entrance	\$ 2,250.00	\$ 2,250.00	\$ -		\$ 2,250.00	100.00%	\$ -
31.03	Strip, Stockpile & Respread Topsoil	\$ 65,000.00	\$ 56,000.00	\$ -		\$ 56,000.00	86.15%	\$ 9,000.00
31.04	Site Excavating & Gracing, Cut to Fill	\$ 85,000.00	\$ 77,500.00	\$ -		\$ 77,500.00	91.18%	\$ 7,500.00
31.05	Over Excavation, Replace & Re-Compact of Building Pad Area 1	\$ 329,000.00	\$ 280,000.00	\$ -		\$ 280,000.00	85.11%	\$ 49,000.00
31.06	Over Excavation & Replacement with Suitable Fill for Building Pad Area 2	\$ 595,000.00	\$ 595,000.00	\$ -		\$ 595,000.00	100.00%	\$ -
31.07	Excavation of Pipe Gallery, Trench to Treatment Room & Trench in Treatment Room	\$ 55,000.00	\$ 55,000.00	\$ -		\$ 55,000.00	100.00%	\$ -
31.08	Granular Backfill of Pipe Gallery, Trench to Treatment Room & Trench in Treatment Room	\$ 200,000.00	\$ 200,000.00	\$ -		\$ 200,000.00	100.00%	\$ -
31.09	Provide & Place Granular Subbase for Building Pad	\$ 54,179.00	\$ 54,179.00	\$ -		\$ 54,179.00	100.00%	\$ -
31.10	Silt Fence	\$ 3,055.00	\$ 3,055.00	\$ -		\$ 3,055.00	100.00%	\$ -
31.11	Inlet Protection	\$ 540.00	\$ 540.00	\$ -		\$ 540.00	100.00%	\$ -
Division 32- Exterior Improvements								
32.01	Seeding	\$ 19,351.00	\$ 14,000.00	\$ -		\$ 14,000.00	72.35%	\$ 5,351.00

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
32.02	Plantings	\$ 11,200.00	\$ 11,200.00	\$ -		\$ 11,200.00	100.00%	\$ -
32.03	Sidewalks - Grading & Subgrade Prep	\$ 3,310.00	\$ 2,500.00	\$ -		\$ 2,500.00	75.53%	\$ 810.00
32.04	Subgrade Prep for PCC Paving	\$ 30,690.00	\$ 30,690.00	\$ -		\$ 30,690.00	100.00%	\$ -
32.05	PCC Subbase - 6"including fabric	\$ 102,300.00	\$ 102,300.00	\$ -		\$ 102,300.00	100.00%	\$ -
32.06	Site PCC Paving	\$ 347,540.00	\$ 308,000.00	\$ -		\$ 308,000.00	88.62%	\$ 39,540.00
32.07	Gravel Shoulders	\$ 2,660.00	\$ -	\$ -		\$ -	0.00%	\$ 2,660.00
32.08	Gravel Drives including Fabric	\$ 33,660.00	\$ -	\$ -		\$ -	0.00%	\$ 33,660.00
32.09	Install Vinyl Coated Fence	\$ 45,800.00	\$ 45,800.00	\$ -		\$ 45,800.00	100.00%	\$ -
32.10	Install Slide Gate & Operator	\$ 21,300.00	\$ 21,300.00	\$ -		\$ 21,300.00	100.00%	\$ -
Division 33 - Utilities								
33.01	Site Utilities / Water - Sewer - Storm							
33.01.1	Site Utility Mobilization	\$ 53,235.00	\$ 53,235.00	\$ -		\$ 53,235.00	100.00%	\$ -
33.01.2	Buildng Overflow Drain Pipe	\$ 190,780.00	\$ 190,780.00	\$ -		\$ 190,780.00	100.00%	\$ -
33.01.3	Sanitary Sewer Pipe & Structures	\$ 234,450.00	\$ 234,450.00	\$ -		\$ 234,450.00	100.00%	\$ -
33.01.4	Concentrate Pipe	\$ 397,450.00	\$ 397,450.00	\$ -		\$ 397,450.00	100.00%	\$ -
33.01.5	Perm Drain and Structure	\$ 218,730.00	\$ 218,730.00	\$ -		\$ 218,730.00	100.00%	\$ -
33.01.6	RAW Piping	\$ 54,900.00	\$ 54,900.00	\$ -		\$ 54,900.00	100.00%	\$ -
33.01.7	FW Piping	\$ 470,720.00	\$ 469,720.00	\$ 1,000.00		\$ 470,720.00	100.00%	\$ -
33.01.8	CE Piping	\$ 206,380.00	\$ 206,380.00	\$ -		\$ 206,380.00	100.00%	\$ -
33.01.9	RCP Storm Drains	\$ 73,500.00	\$ 73,500.00	\$ -		\$ 73,500.00	100.00%	\$ -
33.01.10	SD Piping	\$ 28,330.00	\$ 28,330.00	\$ -		\$ 28,330.00	100.00%	\$ -
Division 40 - Process Interconnections								
40.01	Process Piping	\$ 788,732.00	\$ 787,800.00	\$ -		\$ 787,800.00	99.88%	\$ 932.00
40.02	Process Valves	\$ 300,000.00	\$ 300,000.00	\$ -		\$ 300,000.00	100.00%	\$ -
40.03	Process Controls	\$ 38,500.00	\$ 38,500.00	\$ -		\$ 38,500.00	100.00%	\$ -
40.04	WTP Disinfection	\$ 10,000.00	\$ 10,000.00	\$ -		\$ 10,000.00	100.00%	\$ -
Division 41 - Material Processing and Handling Equipment								
41.01	Monorail Hoist	\$ 44,284.00	\$ 44,284.00	\$ -		\$ 44,284.00	100.00%	\$ -
Division 43 - Process Gas and Liquid Handling, Purification and Storage Equipment								
43.01	End Suction Pumps	\$ 22,000.00	\$ 2,200.00	\$ -	\$ 19,800.00	\$ 22,000.00	100.00%	\$ -
43.02	Vertical Turbine Pumps	\$ 285,000.00	\$ 229,500.00	\$ 55,500.00	\$ -	\$ 285,000.00	100.00%	\$ -
Division 46 - Water and Wastewater Equipment								
46.01	Chemical Feed / Valves / Mixers	\$ 407,871.00	\$ 406,335.50	\$ -		\$ 406,335.50	99.62%	\$ 1,535.50
46.02	Lime Feed Equipment	\$ 442,500.00	\$ 442,500.00	\$ -		\$ 442,500.00	100.00%	\$ -
46.03	Aerators	\$ 77,629.00	\$ 77,629.00	\$ -	\$ -	\$ 77,629.00	100.00%	\$ -

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
46.04	Harn RO System Assigned Contract Allowance	\$ 1,327,752.00	\$ 1,260,065.00	\$ 35,000.00		\$ 1,295,065.00	97.54%	\$ 32,687.00
46.05	Equipment Install	\$ 160,493.00	\$ 154,500.00	\$ -		\$ 154,500.00	96.27%	\$ 5,993.00
Approved Project Change Orders								
CO-001	Change Order #1	\$ 37,166.00	\$ 37,166.00	\$ -		\$ 37,166.00	100.00%	\$ -
CO-002	Change Order #2	\$ 71,894.00	\$ 71,894.00	\$ -		\$ 71,894.00	100.00%	\$ -
CO-003	Change Order #3	\$ 312,226.00	\$ 230,750.00	\$ 62,500.00		\$ 293,250.00	93.92%	\$ 18,976.00
	Total	\$ 18,372,486.00	\$ 17,720,730.50	\$ 207,186.00	\$ 19,800.00	\$ 17,947,716.50	97.69%	\$ 424,769.50

Stored Material Summary

Contractor's Application

For (Contract):	Grimes RO WTP - Phase 1						Application Number:		23 (Twenty-three)	
Application Period:	10/1/2021 to 10/31/2021						Application Date:		11/1/2021	
A	B	C	D	E	F	G	H	I	J	K
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Stored Previously		Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
				Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/ Year)	Amount (\$)	
08.03	PA-1	Aluminum Door Materials	Supplier	Sep-2020	\$ 15,863.29	\$ -	\$ 15,863.29	May-2021	\$ 15,863.29	\$ -
09.03	PA-1	Flooring Materials	Supplier	Oct-2020	\$ 11,700.00	\$ -	\$ 11,700.00	Aug-2021	\$ 11,700.00	\$ -
46.03	77519	Force Draft Aerator	Site / Supplier	Jul-2020	\$ 69,829.00	\$ -	\$ 69,829.00	Aug-2020	\$ 69,829.00	\$ -
43.01	21-0748	End Suction Pumps	Site	May-2021	\$ 19,800.00	\$ -	\$ 19,800.00			\$ 19,800.00
43.02	112243R	Vertical Turbine Pumps	Site	May-2021	\$ 55,500.00	\$ -	\$ 55,500.00	Oct-2021	\$ 55,500.00	\$ -
Totals					\$ 172,692.29	\$ -	\$ 172,692.29		\$ 152,892.29	\$ 19,800.00

Partial Pay Estimates Paid-to-Date

Contractor's Application

For (Contract):	City of Grimes, IA - Reverse Osmosis Water Treatment Plant - Phase 1 Grimes RO WTP - Phase 1				Application Number:	23 (Twenty-three)
					Application Date:	11/1/2021
Application Period:	From:	10/1/2021	To:	10/31/2021	Contractor:	Shank Constructors, Inc. 3501 85th Avenue North, Brooklyn Park, MN 55443

Original Contract Amount: \$ 17,951,200.00

Approved Change Orders:

Number	Date	Amount
001	8/25/2020	\$ 37,166.00
002	1/12/2021	\$ 71,894.00
003	3/9/2021	\$ 312,226.00

Revised Contract Amount: \$ 18,372,486.00

Pay Estimates Paid-to-Date

Pay Estimate Number	Date	Amount
001 to 005	2/3/20 to 5/15/20	\$ 3,719,402.95
006 to 010	6/29/20 to 10/19/20	\$ 3,895,691.88
011	11/20/2020	\$ 1,080,758.00
012	12/17/2020	\$ 1,666,888.05
013	1/19/2021	\$ 1,168,367.00
014	2/16/2021	\$ 815,849.55
015	3/15/2021	\$ 683,164.95
016	4/16/2021	\$ 1,131,322.70
017	6/4/2021	\$ 1,073,885.70
018	6/30/2021	\$ 382,449.77
019	7/19/2021	\$ 222,000.18
020	8/16/2021	\$ 452,737.70
021	9/20/2021	\$ 463,738.80
022	10/20/2021	\$ 149,971.75

Total Estimates Paid to Date: \$ 16,906,228.98

--	--	--

Total Construction Cost: \$ 16,906,228.98

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Grimes Water Main Improvements (ASR to Standpipe)
Contractor: RD McKinney Plumbing and Excavating, Inc.
Address: 515 4th Street, Waukee, IA 50263
Finance Budget Code: 359-810-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 4, 2021 **Vendor #** 1358

Date of Council Meeting: November 9, 2021 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: October 6, 2021 Through: October 31, 2021

Contract Summary

Original Contract Amount:	\$	160,863.80	
Net change by Change Orders:	\$	36,192.60	
Contract Amount to Date: (line 1 ± 2)	\$		197,056.40
Total completed and stored to date:	\$	181,348.00	
Retainage: 5 % of Completed Work:	\$	9,067.40	
Total Earned less Retainage:	\$		172,280.60
Less previous applications for payment:	\$		98,455.15
SUBTOTAL	\$		73,825.45

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 73,825.45

Balance to finish, including retainage: \$ 24,775.80

Contract Time Remaining (If applicable) - CALENDAR 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: RD McKinney Plumbing and Excavating, Inc.
 Signature: Date: November 2, 2021

Engineer / Consultant Approval: McClure Engineering Company
 Signature: Date: November 2, 2021

City of Grimes Staff Approval: 11-3-21
 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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Trench Compaction Testing	LS	1.00		1.00	\$ 1,700.00	\$ 1,700.00	-	\$ -	1.00	0.00%
2	Storm Sewer, Remove and Replace, C900 PVC, 12"	LF	22.00		22.00	\$ 250.00	\$ 5,500.00	-	\$ -	22.00	0.00%
3	Water Main, Trenched, C900 PVC, 8 in. (Place Only)	LF	40.00	(40.00)	-	\$ 40.00	\$ -	-	\$ -	-	100.00%
4	Water Main, Trenched, DIP, 8 in. (Place Only)	LF	30.00	14.00	44.00	\$ 45.00	\$ 1,980.00	44.00	\$ 1,980.00	-	100.00%
5	Water Main, Trenchless, C900 PVC, 9 in. (Place Only)	LF	261.00	25.00	286.00	\$ 95.00	\$ 27,170.00	286.00	\$ 27,170.00	-	100.00%
6	Water Main, Trenchless, DIP, 8 in. (Place Only)	LF	864.00		864.00	\$ 105.00	\$ 90,720.00	834.00	\$ 87,570.00	30.00	96.53%
7	Fitting, Reducer, 8" x 6" (Place Only)	EA	1.00		1.00	\$ 215.00	\$ 215.00	1.00	\$ 215.00	-	100.00%
8	Fitting, Tee, 8" x 8" (Place Only)	EA	2.00	(1.00)	1.00	\$ 350.00	\$ 350.00	1.00	\$ 350.00	-	100.00%
9	Fitting, 45 Degree Bend, 8" (Place Only)	EA	3.00	(1.00)	2.00	\$ 200.00	\$ 400.00	4.00	\$ 800.00	(2.00)	200.00%
10	Fitting, 90 Degree Bend, 8" (Place Only)	EA	1.00	1.00	2.00	\$ 200.00	\$ 400.00	1.00	\$ 200.00	1.00	50.00%
11	Fitting, Cap, 8" (Place Only)	EA	1.00		1.00	\$ 150.00	\$ 150.00	1.00	\$ 150.00	-	100.00%
12	Water Main Removal	LF	3.00		3.00	\$ 500.00	\$ 1,500.00	3.00	\$ 1,500.00	-	100.00%
13	Valve, Gate, 8" (Place Only)	EA	2.00		2.00	\$ 500.00	\$ 1,000.00	2.00	\$ 1,000.00	-	100.00%
14	Tapping Valve Assembly, 8" (Place Only)	EA	1.00	(1.00)	-	\$ 600.00	\$ -	-	\$ -	-	100.00%
15	Fire Hydrant Assembly (Place Only)	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	-	100.00%
16	Removal of Sidewalk and Driveway	SY	70.90		70.90	\$ 22.00	\$ 1,559.80	63.00	\$ 1,386.00	7.90	88.86%
17	Sidewalk, PCC, 5"	SY		33.80	33.80	\$ 62.00	\$ 2,095.60	31.00	\$ 1,922.00	2.80	91.72%
18	Driveway, Paved, PCC, 6"	SY		63.00	63.00	\$ 120.00	\$ 7,560.00	89.00	\$ 10,680.00	(26.00)	141.27%
19	Full Depth Patches, PCC	SY		200.90	200.90	\$ 130.00	\$ 26,117.00	157.00	\$ 20,410.00	43.90	78.15%
20	Temporary Traffic Control	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	-	100.00%
21	Hydraulic Seeding, Seeding, Fertilizing and Hydromulching (BFM), Type 1	AC	0.50		0.50	\$ 4,000.00	\$ 2,000.00	-	\$ -	0.50	0.00%
22	Wattle, Straw, 9-inch	LF	200.00		200.00	\$ 2.50	\$ 500.00	-	\$ -	200.00	0.00%
23	Wattle Removal	LF	200.00		200.00	\$ 0.12	\$ 24.00	-	\$ -	200.00	0.00%
24	Mobilization	LS	1.00		1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	-	100.00%
25	Concrete Washout	LS	1.00		1.00	\$ 100.00	\$ 100.00	-	\$ -	1.00	0.00%
26	Pothole Investigation	EA	15.00	9.00	24.00	\$ 270.00	\$ 6,480.00	24.00	\$ 6,480.00	-	100.00%
27	Railroad Liability Insurance (Iowa Interstate Railroad)	LS	1.00		1.00	\$ -	\$ -	-	\$ -	1.00	0.00%
28	Connection to Standpipe via Overflow Drain Pipe	LS	1.00	(1.00)	-	\$ 15,000.00	\$ -	-	\$ -	-	100.00%
	Extra Work Orders										
29	Insert-A-Valve and Tapping	LS		1.00	1.00	\$ 12,535.00	\$ 12,535.00	1.00	\$ 12,535.00	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 197,056.40

\$ 181,348.00

92.03%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 12, 2021	\$ 98,455.15
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

TOTAL \$ 98,455.15

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

Record of Change Orders

No.	Date	Amount
1	October 12, 2021	\$ 36,192.60
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 36,192.60

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	August 4, 2021
Original Contract Time:	28.00
Added by Change Order:	
Contract Time to Date:	28.00
Time Used to Date:	28.00
Contract Time Remaining:	-

CITY OF
GRIMES

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	TOPSOIL, ON-SITE	CY	2,400		2,400	\$ 10.00	\$ 24,000.00	2,400.00	\$ 24,000.00	-	100.00%
2.02	EXCAVATION, CLASS 10	CY	1,350		1,350	\$ 15.00	\$ 20,250.00	1,350.00	\$ 20,250.00	-	100.00%
2.03	EXCAVATION, CLASS 10, WASTE	CY	7,770		7,770	\$ 14.00	\$ 108,780.00	7,770.00	\$ 108,780.00	-	100.00%
2.04	EXCAVATION, CLASS 13	TON	35	(35.00)	-	\$ 55.00	\$ -	-	\$ -	-	0.00%
2.05	DEWATERING	LS	1		1	\$ 6,500.00	\$ 6,500.00	1.00	\$ 6,500.00	-	100.00%
2.06	REMOVALS (PIPE AND STRUCTURE)	LS	1		1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	-	100.00%
4.01	STORM SEWER, TRENCHED, PVC, 6-INCH	LF	27		27	\$ 40.00	\$ 1,080.00	27.00	\$ 1,080.00	-	100.00%
4.02	TILE LINE ADJUSTMENTS	EA	2		2	\$ 300.00	\$ 600.00	2.00	\$ 600.00	-	100.00%
6.01	INLINE WATER LEVEL CONTROL STRUCTURE	EA	1		1	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	-	100.00%
6.02	POND OUTLET STRUCTURE MODIFICATIONS	EA	1		1	\$ 5,500.00	\$ 5,500.00	1.00	\$ 5,500.00	-	100.00%
7.01	SPECIAL SUBGRADE PREPARATION FOR SIDEWALKS	SY	225		225	\$ 3.00	\$ 675.00	225.00	\$ 675.00	-	100.00%
7.02	SIDEWALK, PCC, 4-INCH	SY	17		17	\$ 125.00	\$ 2,125.00	17.00	\$ 2,125.00	-	100.00%
7.03	SIDEWALK, PCC, 5-INCH	SY	176		176	\$ 75.00	\$ 13,200.00	176.00	\$ 13,200.00	-	100.00%
7.04	SIDEWALK ASSURANCE TESTING	LS	1		1	\$ 550.00	\$ 550.00	1.00	\$ 550.00	-	100.00%
7.05	SIDEWALK REMOVAL	SY	17		17	\$ 15.00	\$ 255.00	17.00	\$ 255.00	-	100.00%
8.01	TEMPORARY TRAFFIC CONTROL	LS	1		1	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	-	100.00%
9.01	WATTLES, STRAW, 9-INCH	LF	1,500	(1,500.00)	-	\$ 2.00	\$ -	-	\$ -	-	0.00%
9.02	WATTLES, REMOVAL	LF	1,500	(1,500.00)	-	\$ 0.50	\$ -	-	\$ -	-	0.00%
9.03	RIP RAP	TN	54	20.00	74	\$ 85.00	\$ 6,290.00	74.00	\$ 6,290.00	-	100.00%
9.04	SILT FENCE or SILT FENCE DITCH CHECK	LF	110	(110.00)	-	\$ 2.25	\$ -	-	\$ -	-	0.00%
9.05	SILT FENCE or SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	110	(110.00)	-	\$ 1.25	\$ -	-	\$ -	-	0.00%
9.06	STABILIZED CONSTRUCTION ENTRANCE	SY	100		100	\$ 15.00	\$ 1,500.00	100.00	\$ 1,500.00	-	100.00%
9.07	EROSION CONTROL MULCHING, HYDROMULCHING, WOOD CELLULOSE	AC	3.0	(3.00)	-	\$ 1,750.00	\$ -	-	\$ -	-	0.00%
9.08	INLET PROTECTION DEVICE, DROP-IN	EA	1.0	(1.00)	-	\$ 225.00	\$ -	-	\$ -	-	0.00%
9.09	INLET PROTECTION DEVICE, MAINTENANCE	EA	3.0	(3.00)	-	\$ 50.00	\$ -	-	\$ -	-	0.00%
9.10	ARMOR MAT	SY	605		605	\$ 77.00	\$ 46,585.00	605.00	\$ 46,585.00	-	100.00%
11.01	MOBILIZATION	LS	1		1	\$ 24,115.00	\$ 24,115.00	1.00	\$ 24,115.00	-	100.00%
11.02	CONCRETE WASHOUT	LS	1		1	\$ 110.00	\$ 110.00	1.00	\$ 110.00	-	100.00%
11.03	INTERPRETIVE PANEL BASE, 18"	EA	5		5	\$ 950.00	\$ 4,750.00	5.00	\$ 4,750.00	-	100.00%
11.04	PERMATRAK BOARDWALK, 8' WIDE, DRILLED HELICAL PIER FOOTINGS	LS	1		1	\$ 182,000.00	\$ 182,000.00	1.00	\$ 182,000.00	-	100.00%
11.05	SAFETY RAIL; STAINLESS STEEL CABLE STRAND	LF	130		130	\$ 255.00	\$ 33,150.00	130.00	\$ 33,150.00	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 490,015.00

\$ 490,015.00

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 28, 2021	\$ 319,285.50
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 319,285.50

Record of Change Orders

No.	Date	Amount
1	November 9, 2021	\$ (9,985.00)
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ (9,985.00)

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 25, 2021
Original Contract Time:	40.0
Added by Change Order:	
Contract Time to Date:	40.00
Time Used to Date:	28.00
Contract Time Remaining:	<u>12.00</u>

CITY OF GRIMES

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	Topsoil, On-Site	CY	2,935.00		2,935.00	\$ 4.15	\$ 12,180.25	2,348.00	\$ 9,744.20	587.00	80.00%
2.02	Excavation Class 10, Onsite	CY	6,640.00		6,640.00	\$ 13.50	\$ 89,640.00	5,910.00	\$ 79,785.00	730.00	89.01%
2.03	Compaction Testing, Moisture & Density Control	LS	1.00		1.00	\$ 5,150.00	\$ 5,150.00	0.66	\$ 3,399.00	0.34	66.00%
2.04	Subgrade Preparation, 6" Thickness	SY	6,600.00		6,600.00	\$ 3.35	\$ 22,110.00	4,356.00	\$ 14,592.60	2,244.00	66.00%
2.05	Subbase, Granular, 8" Thickness	SY	6,600.00		6,600.00	\$ 12.00	\$ 79,200.00	4,356.00	\$ 52,272.00	2,244.00	66.00%
4.01	Storm Sewer, 15" RCP	LF	294.00		294.00	\$ 49.50	\$ 14,553.00	298.00	\$ 14,751.00	(4.00)	101.36%
4.02	Apron, RCP, 15" DIA	EA	2.00		2.00	\$ 1,340.00	\$ 2,680.00	2.00	\$ 2,680.00	-	100.00%
5.01	Water Main, Trenched, PVC, 8 Inch	LF	120.00		120.00	\$ 67.00	\$ 8,040.00	110.00	\$ 7,370.00	10.00	91.67%
6.01	Intake, SW-501	EA	2.00		2.00	\$ 2,820.00	\$ 5,640.00	2.00	\$ 5,640.00	-	100.00%
6.02	Intake, SW-505	EA	1.00		1.00	\$ 5,100.00	\$ 5,100.00	1.00	\$ 5,100.00	-	100.00%
6.03	Intake, SW-512, 36 in Dia	EA	2.00		2.00	\$ 2,835.00	\$ 5,670.00	2.00	\$ 5,670.00	-	100.00%
6.04	Manhole, SW-401, 48 In Dia	EA	3.00	(2.00)	1.00	\$ 5,820.00	\$ 5,820.00	1.00	\$ 5,820.00	-	100.00%
7.01	Removal of Pavement	SY	170.00		170.00	\$ 20.50	\$ 3,485.00	-	\$ -	170.00	0.00%
7.02	Pavement, PCC, 6"	SY	6,050.00		6,050.00	\$ 33.75	\$ 204,187.50	-	\$ -	6,050.00	0.00%
7.03	Sidewalk, PCC, 5"	SY	395.00		395.00	\$ 49.00	\$ 19,355.00	-	\$ -	395.00	0.00%
7.04	Sidewalk, PCC, 6"	SY	82.00		82.00	\$ 60.00	\$ 4,920.00	-	\$ -	82.00	0.00%
7.05	Sidewalk, Shared Use Path, and Driveway Assurance Testing	LS	1.00		1.00	\$ 825.00	\$ 825.00	-	\$ -	1.00	0.00%
8.01	Traffic Control	LS	1.00		1.00	\$ 950.00	\$ 950.00	0.75	\$ 712.50	0.25	75.00%
8.02	Painted Pavement Markings, Waterborne	STA	42.00		42.00	\$ 128.00	\$ 5,376.00	-	\$ -	42.00	0.00%
8.03	Painted Symbols and Legends, Waterborne	EA	12.00		12.00	\$ 88.00	\$ 1,056.00	-	\$ -	12.00	0.00%
9.01	Conventional Seeding and Fertilizing, Type 1	AC	1.40		1.40	\$ 1,290.00	\$ 1,806.00	-	\$ -	1.40	0.00%
9.02	Hydromulching, Bonded Fiber Matrix	AC	1.40		1.40	\$ 3,350.00	\$ 4,690.00	-	\$ -	1.40	0.00%
9.03	Wattle, 6" Diameter, Installation	LF	1,000.00		1,000.00	\$ 1.55	\$ 1,550.00	218.00	\$ 337.90	782.00	21.80%
9.04	Wattle, 6" Diameter, Removal	LF	1,000.00		1,000.00	\$ 0.25	\$ 250.00	-	\$ -	1,000.00	0.00%
9.05	Remove and Relocate, Trees and Shrubs	EA	9.00		9.00	\$ 390.00	\$ 3,510.00	8.00	\$ 3,120.00	1.00	88.89%
9.06	Trees, 6' Height, Blue Spruce	EA	16.00		16.00	\$ 390.00	\$ 6,240.00	-	\$ -	16.00	0.00%
9.07	Rip Rap, Class E	TON	20.00		20.00	\$ 103.00	\$ 2,060.00	18.35	\$ 1,890.05	1.65	91.75%
9.08	Stormwater Pollution Prevention Plan (SWPPP) Preparation	LS	1.00		1.00	\$ 1,545.00	\$ 1,545.00	1.00	\$ 1,545.00	-	100.00%
9.09	Stormwater Pollution Prevention Plan (SWPPP) Management	LS	1.00		1.00	\$ 2,320.00	\$ 2,320.00	0.50	\$ 1,160.00	0.50	50.00%
11.01	Mobilization	LS	1.00		1.00	\$ 45,750.00	\$ 45,750.00	1.00	\$ 45,750.00	-	100.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 1,830.00	\$ 1,830.00	0.25	\$ 457.50	0.75	25.00%
11.03	Electrical Work	LS	1.00		1.00	\$ 39,200.00	\$ 39,200.00	0.33	\$ 12,936.00	0.67	33.00%
	CHANGE ORDER #1				-	\$ -	\$ -	\$ -	\$ -	-	0.00%
CO1 1	Valve, 8 in	EA		1.00	1.00	\$ 3,575.00	\$ 3,575.00	1.00	\$ 3,575.00	-	100.00%
CO1 2	Manhole, SW-402, 4' X 4', Cast-In-Place	EA		2.00	2.00	\$ 11,880.00	\$ 23,760.00	2.00	\$ 23,760.00	-	100.00%
	CHANGE ORDER #2				-	\$ -	\$ -	\$ -	\$ -	-	0.00%
CO2 1	Convert existing meter to 200 AMP	LS		1.00	1.00	\$ 3,854.18	\$ 3,854.18	-	\$ -	1.00	0.00%
CO2 2	100 AMP service to storage shed	LS		1.00	1.00	\$ 9,837.25	\$ 9,837.25	-	\$ -	1.00	0.00%
CO3 3	Additional underground circuit for lighting	LS		1.00	1.00	\$ 2,457.08	\$ 2,457.08	-	\$ -	1.00	0.00%
CO3 4	HDPE Tile Line, 45 LF	LS		1.00	1.00	\$ 1,320.00	\$ 1,320.00	1.00	\$ 1,320.00	-	100.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -	\$ -	\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 651,492.26

\$ 303,387.75

46.57%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 12, 2021	\$ 110,011.09
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

TOTAL \$ 110,011.09

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

Record of Change Orders

No.	Date	Amount
1	October 12, 2021	\$ 15,695.00
2	November 9, 2021	\$ 17,468.51
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 33,163.51

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	August 24, 2021
Original Contract Time:	12/1/2021
Added by Change Order:	-
Contract Time to Date:	
Time Used to Date:	
Contract Time Remaining:	

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Annual Stormwater - Silkwood Area Drainage Improvements
Contractor: On Track Construction, LLC
Address: 1316 6th Street, Suite 109, Nevada, IA 50201
Finance Budget Code: 307-865-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: September 14, 2021 **Vendor #** 3940

Date of Council Meeting: November 9, 2021 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: October 12, 2021 Through: October 22, 2021

Contract Summary

Original Contract Amount:	\$	149,160.00	
Net change by Change Orders:	\$	39,949.13	
Contract Amount to Date: (line 1 ± 2)	\$	189,109.13	
Total completed and stored to date:	\$	107,499.45	
Retainage: 5 % of Completed Work:	\$	5,374.97	
Total Earned less Retainage:	\$	102,124.48	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 102,124.48

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 102,124.48

Balance to finish, including retainage: \$ 86,984.65

Contract Time Remaining (If applicable) 17.00 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: On Track Construction, LLC

Signature: Kelly K Cook Firm Name: On Track Construction, LLC Date: 11-2-2021

Engineer / Consultant Approval: Nilles Associates

Signature: Jake Nilles Firm Name: Nilles Associates Date: 11-2-2021

City of Grimes Staff Approval: Matt Ahrens

Signature: Matt Ahrens Date: 11-2-21

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

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # If Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	TOPSOIL, ON-SITE	CY	225	18	243	\$ 34.00	\$ 8,262.00	61.00	\$ 2,074.00	182.00	25.10%
2.02	COMPOST AMENDED TOPSOIL, ON-SITE 4-IN DEPTH	CY		200	200	\$ 48.23	\$ 9,246.00	61.00	\$ 2,820.03	139.00	30.50%
2.03	CLEARING AND GRUBBING	UNIT		61.0	61.0	\$ 33.77	\$ 2,059.97	61.00	\$ 2,059.97	-	100.00%
3.01	TRENCH COMPACTION TESTING	LS	1		1	\$ 1,515.00	\$ 1,515.00	-	\$ -	1.00	0.00%
4.01	STORM SEWER, TRENCHED, PVC, 10-IN	LF	288	(68)	218	\$ 61.00	\$ 13,298.00	-	\$ -	218.00	0.00%
4.02	STORM SEWER, TRENCHED, PVC, 12-IN	LF	728	342	1,070	\$ 64.00	\$ 68,480.00	752.00	\$ 48,128.00	318.00	70.28%
4.03	STORM SEWER, TRENCHED, RCP, 15-IN	LF	178	(178)	-	\$ 85.00	\$ -	-	\$ -	-	0.00%
4.04	PIPE APRON, RCP, 15-INCH DIA	EA	1	(1)	-	\$ 2,800.00	\$ -	-	\$ -	-	0.00%
4.05	PIPE APRON & GUARD, PVC, 12-INCH DIA.	EA		1	1	\$ 464.75	\$ 464.75	1.00	\$ 464.75	-	100.00%
6.01	MANHOLE, SW-401, 48-INCH DIA.	EA	1		1	\$ 3,650.00	\$ 3,650.00	-	\$ -	1.00	0.00%
6.02	INTAKE, SW-512, 24-IN	EA	7	3	10	\$ 3,195.00	\$ 31,950.00	7.00	\$ 22,365.00	3.00	70.00%
9.01	CONVENTIONAL SEEDING, TYPE 1 (PERMANENT LAWN MIXTURE)	AC	1	0.84	1.44	\$ 1,414.00	\$ 2,038.16	-	\$ -	1.44	0.00%
9.02	HYDROMULCH	AC	1	0.24	1.44	\$ 3,030.00	\$ 4,363.20	-	\$ -	1.44	0.00%
9.03	TREE, TRANSPLANT	EA	3	1	4	\$ 1,010.00	\$ 4,040.00	4.00	\$ 4,040.00	-	100.00%
9.04	WATTLES, STRAW, 9-IN, DIA.	LF	110		110	\$ 5.10	\$ 561.00	-	\$ -	110.00	0.00%
9.05	WATTLES, REMOVAL	LF	110		110	\$ 1.00	\$ 110.00	-	\$ -	110.00	0.00%
9.06	ROCK CHECK DAM	TN	14	(14)	-	\$ 114.00	\$ -	-	\$ -	-	0.00%
9.07	CLASS D REVETMENT	TN	2		2	\$ 305.00	\$ 610.00	2.00	\$ 610.00	-	100.00%
9.08	SILT FENCE OR SILT FENCE DITCH CHECK	LF	150		150	\$ 5.10	\$ 765.00	-	\$ -	150.00	0.00%
9.09	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL	LF	150		150	\$ 1.00	\$ 150.00	-	\$ -	150.00	0.00%
9.10	STABILIZED CONSTRUCTION ENTRANCE	SY	115		115	\$ 16.60	\$ 1,909.00	115.00	\$ 1,909.00	-	100.00%
9.11	FENCE CROSSING	EA	5		5	\$ 1,582.20	\$ 7,911.00	5.00	\$ 7,911.00	-	100.00%
9.12	CONVENTIONAL SEEDING, TYPE 3	AC		0.5	0.5	\$ 2,750.00	\$ 1,375.00	-	\$ -	0.50	0.00%
9.13	CLASS D REVETMENT, REMOVAL	TN		150	150	\$ 20.00	\$ 3,000.00	150.00	\$ 3,000.00	-	100.00%
9.14	TEMPORARY ROLLED EROSION CONTROL PRODUCT (RECP), TYPE 3B	SY		173	173	\$ 6.50	\$ 1,124.50	-	\$ -	173.00	0.00%
9.15	CHECK DAM CROSSING	EA		2	2	\$ 395.00	\$ 790.00	-	\$ -	2.00	0.00%
9.16	TEMPORARY FENCING	LF		185	185	\$ 4.68	\$ 862.10	185.00	\$ 862.10	-	100.00%
9.17	TEMPORARY ROLLED EROSION CONTROL PRODUCT (RECP), TYPE 2C	SY		2,421	2,421	\$ 3.85	\$ 9,320.85	-	\$ -	2,421.00	0.00%
11.01	MOBILIZATION	LS	1		1	\$ 11,255.60	\$ 11,255.60	1.00	\$ 11,255.60	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 189,109.13

\$ 107,489.45

56.85%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ -

Record of Change Orders

No.	Date	Amount
1	November 9, 2021	\$ 39,949.13
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 39,949.13

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	September 14, 2021
Original Contract Time:	25.0
Added by Change Order:	
Contract Time to Date:	25.00
Time Used to Date:	8.00
Contract Time Remaining:	17.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Northwest Territory Lift Station and Force Main
Contractor: On Track Construction, LLC.
Address: 1316 6th Street, Suite 109, Nevada, Iowa 50201
Finance Budget Code: 329-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: January 26, 2021 **Vendor #** 3940

Date of Council Meeting: November 9, 2021 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: October 1, 2021 Through: October 28, 2021

Contract Summary

Original Contract Amount:	\$	1,652,201.00	
Net change by Change Orders:	\$	25,333.08	
Contract Amount to Date: (line 1 ± 2)	\$	1,677,534.08	
Total completed and stored to date:	\$	1,568,260.92	
Retainage: 5 % of Completed Work:	\$	78,413.05	
Total Earned less Retainage:	\$	1,489,847.87	
Less previous applications for payment:	\$	1,244,549.17	
SUBTOTAL	\$	245,298.70	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 245,298.70

Balance to finish, including retainage: \$ 187,686.21

Contract Time Remaining (If applicable) - CALENDAR 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: On Track Construction, LLC.

Firm Name

Signature

Date 10/28/21

Engineer / Consultant Approval: Veenstra & Kimm, Inc.

Firm Name

Signature

Date 10/28/21

City of Grimes Staff Approval: Matt Ahrens

Signature

Date 11-2-21

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

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Lift Station		1.00				\$-		\$ -	-	0.00%
1.1	Clearing & Grubbing	LS	1.00		1.00	\$28,900.00	\$ 28,900.00	1.00	\$ 28,900.00	-	100.00%
1.2	Wet Well Structure Installation	LS	1.00		1.00	\$320,000.00	\$ 320,000.00	1.00	\$ 320,000.00	-	100.00%
1.3	Wet Well Pumps & Piping	LS	1.00		1.00	\$200,000.00	\$ 200,000.00	0.40	\$ 80,000.00	0.60	40.00%
1.4	Valve Vault Structure Installation	LS	1.00		1.00	\$75,000.00	\$ 75,000.00	1.00	\$ 75,000.00	-	100.00%
1.5	Valve Vault Valves & Piping	LS	1.00		1.00	\$50,000.00	\$ 50,000.00	1.00	\$ 50,000.00	-	100.00%
1.6	Meter Manhole Structure Installation	LS	1.00		1.00	\$18,000.00	\$ 18,000.00	1.00	\$ 18,000.00	-	100.00%
1.7	Meter Manhole Meter & Piping	LS	1.00		1.00	\$23,766.00	\$ 23,766.00	1.00	\$ 23,766.00	-	100.00%
1.8	Lift Station Yard Piping	LS	1.00		1.00	\$42,815.00	\$ 42,815.00	1.00	\$ 42,815.00	-	100.00%
1.9	Site Concrete Pads	LS	1.00		1.00	\$30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	-	100.00%
1.1	Site Electrical	LS	1.00		1.00	\$240,000.00	\$ 240,000.00	0.75	\$ 180,000.00	0.25	75.00%
1.11	Control Building	LS	1.00		1.00	\$54,440.00	\$ 54,440.00	1.00	\$ 54,440.00	-	100.00%
2	10" Force Main Open Cut	LF	2,850.00		2,850.00	\$ 31.00	\$ 88,350.00	2,832.99	\$ 87,822.69	17.01	99.40%
3	10" Force Main Directional Drill Bored In Place	LF	480.00		480.00	\$ 142.00	\$ 68,160.00	480.00	\$ 68,160.00	-	100.00%
4	8" Sanitary Sewer Open Cut	LF	3,914.00		3,914.00	\$ 42.00	\$ 164,388.00	3,856.50	\$ 161,973.00	57.50	98.53%
5	18" Sanitary Sewer Open Cut	LF	40.00		40.00	\$ 227.00	\$ 9,080.00	36.00	\$ 8,172.00	4.00	90.00%
6	Drop Connection 8"	EA	1.00		1.00	\$ 8,770.00	\$ 8,770.00	1.00	\$ 8,770.00	-	100.00%
7	Manhole Type SW-301 48"	EA	16.00		16.00	\$ 5,363.00	\$ 85,808.00	16.00	\$ 85,808.00	-	100.00%
8	Air Release Valve & Pit	EA	1.00		1.00	\$ 5,950.00	\$ 5,950.00	1.00	\$ 5,950.00	-	100.00%
9	Inside Drop Connection	EA	1.00		1.00	\$ 6,488.00	\$ 6,488.00		\$ -	1.00	0.00%
10	Video Inspection - Gravity Sewer	LF	3,954.00		3,954.00	\$ 2.00	\$ 7,908.00	3,892.50	\$ 7,785.00	61.50	98.44%
11	7" PCC Pavement	SY	40.00		40.00		\$ -		\$ -	40.00	0.00%
12	12" Thick Class A Roadstone - Lift Station	SY	360.00		360.00	\$ 23.70	\$ 8,532.00		\$ -	360.00	0.00%
13	6" Thick Class A Roadstone Access Drive	SY	3,500.00		3,500.00	\$ 9.60	\$ 33,600.00	3,272.00	\$ 31,411.20	228.00	93.49%
14	Chain Link Fence 6' High	LF	281.00		281.00	\$ 35.00	\$ 9,835.00		\$ -	281.00	0.00%
15	Chain Link Fence Gate	EA	1.00		1.00	\$ 1,555.00	\$ 1,555.00		\$ -	1.00	0.00%
16	2" Water Service	LF	2,750.00		2,750.00	\$ 12.60	\$ 34,650.00	2,750.00	\$ 34,650.00	-	100.00%
17	2" Water Corporation	EA	1.00		1.00	\$ 1,113.00	\$ 1,113.00		\$ -	1.00	0.00%
18	2" Water Shut Off Valve & Box	EA	1.00		1.00	\$ 1,250.00	\$ 1,250.00		\$ -	1.00	0.00%
19	Freezeless Yard Hydrant	EA	1.00		1.00	\$ 1,060.00	\$ 1,060.00		\$ -	1.00	0.00%
20	Erosion Control	LS	1.00		1.00	\$12,625.00	\$ 12,625.00	0.75	\$ 9,468.75	0.25	75.00%
21	Traffic Control	LS	1.00		1.00	\$ 750.00	\$ 750.00	1.00	\$ 750.00	-	100.00%
22	Construction Staking	LS	1.00		1.00	\$ 8,500.00	\$ 8,500.00	0.90	\$ 7,650.00	0.10	90.00%
23	Seeding - SUDAS Type 2	AC	9.00		9.00	\$ 1,212.00	\$ 10,908.00	1.35	\$ 1,636.20	7.65	15.00%
35					-		\$ -		\$ -	-	0.00%
36	Stored Materials				-		\$ -		\$ -	-	0.00%
37	Core & Main #N809710 - Sewer Piping	LS	1.00		1.00	\$17,133.71	\$ 17,133.71		\$ -	1.00	0.00%
38	Core & Main #N841150 - Fittings, Truss Pipe	LS	1.00		1.00	\$13,466.44	\$ 13,466.44		\$ -	1.00	0.00%
39	Core & Main #N881965 - 8" Truss Cap	LS	1.00		1.00	\$ 30.00	\$ 30.00		\$ -	1.00	0.00%
40	American Concrete #14INV0004728 - MH's 7 - 10	LS	1.00		1.00	\$11,920.00	\$ 11,920.00	-	\$ -	1.00	0.00%
41	American Concrete #14INV0004727 - MH 2,3,4,	LS	1.00		1.00	\$ 9,015.00	\$ 9,015.00	-	\$ -	1.00	0.00%
42	Electric Pump #0892005-IN	LS	1.00		1.00	\$179,970.00	\$ 179,970.00	0.66677780	\$ 120,000.00	0.33	66.68%
43					-		\$ -		\$ -	-	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

44											0.00%
45	Change Order No. 1				-		\$ -		\$ -	-	0.00%
46	Item #1 18" CMP Culvert	LF		20.00	20.00	\$ 71.65	\$ 1,433.00	20.00	\$ 1,433.00	-	100.00%
47	Item #2 24" CMP Culvert	LF		40.00	40.00	\$ 83.95	\$ 3,358.00	40.00	\$ 3,358.00	-	100.00%
3	Item #3 Culvert Grading & Backfill	LS		1.00	1.00	\$ 5,572.00	\$ 5,572.00	1.00	\$ 5,572.00	-	100.00%
49	Item #4 Class A Roadstone	TONS		(1,030.00)	(1,030.00)	\$ 21.75	\$ (22,402.50)	(1,030.00)	\$ (22,402.50)	-	100.00%
50	Item #5 3" Class A Roadstone	TONS		1,030.00	1,030.00	\$ 23.30	\$ 23,999.00	1,030.00	\$ 23,999.00	-	100.00%
51	Item #6 Geogrid, Labor, & Equipment	LS		1.00	1.00	\$ 4,827.29	\$ 4,827.29	1.00	\$ 4,827.29	-	100.00%
52	Item #7 Class E Rip-Rap	TONS		109.59	109.59	\$ 53.00	\$ 5,808.27	109.59	\$ 5,808.27	-	100.00%
53	Item #7 Type 1 Seeding, Fertilizer, & Mulching	AC		0.46	0.46	\$ 3,850.00	\$ 1,771.00	0.46	\$ 1,771.00	-	100.00%
54	Item #8 10" Force Main Directional Bored In Place	LF		6.81	6.81	\$ 142.00	\$ 967.02	6.81	\$ 967.02	-	100.00%
55					-		\$ -		\$ -	-	0.00%
56					-		\$ -		\$ -	-	0.00%
57					-		\$ -		\$ -	-	0.00%
58					-		\$ -		\$ -	-	0.00%
59					-		\$ -		\$ -	-	0.00%
60					-		\$ -		\$ -	-	0.00%
61					-		\$ -		\$ -	-	0.00%
62					-		\$ -		\$ -	-	0.00%
63					-		\$ -		\$ -	-	0.00%
64					-		\$ -		\$ -	-	0.00%
65					-		\$ -		\$ -	-	0.00%
66					-		\$ -		\$ -	-	0.00%
67					-		\$ -		\$ -	-	0.00%
68					-		\$ -		\$ -	-	0.00%
69					-		\$ -		\$ -	-	0.00%
70					-		\$ -		\$ -	-	0.00%
71					-		\$ -		\$ -	-	0.00%
72					-		\$ -		\$ -	-	0.00%
73					-		\$ -		\$ -	-	0.00%
74					-		\$ -		\$ -	-	0.00%
75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,909,069.23

\$ 1,568,260.92

-17.85%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 13, 2021	\$ 142,247.21
2	May 11, 2021	\$ 186,829.37
3	June 8, 2021	\$ 252,235.17
4	August 10, 2021	\$ 64,421.64
5	September 14, 2021	\$ 373,578.90
6	October 12, 2021	\$ 225,236.88
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 1,244,549.17

Record of Change Orders

No.	Date	Amount
1	November 9, 2021	\$ 25,333.08
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 25,333.08

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	January 26, 2021
Original Contract Time:	267.00
Added by Change Order:	
Contract Time to Date:	267.00
Time Used to Date:	247.00
Contract Time Remaining:	-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SOUTH SPORTS COMPLEX-IRRIGATIONPROJECT
Contractor: IRRIGATION IOWA LLC
Address: 103 N 5TH AVE, HUXLEY, IA 50124
Finance Budget Code: 357-430-6499 **Finance Project #**
Vendor Project or Invoice #: 2011 **PO #**
Original Contract Date: April 27, 2021 **Vendor #** 4028

Date of Council Meeting: November 9th, 2021 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: September 22nd Through: October 28th, 2021

Contract Summary

Original Contract Amount:	\$	174,451.00	
Net change by Change Orders:	\$	5,955.00	
Contract Amount to Date: (line 1 ± 2)	\$	180,406.00	
Total completed and stored to date:	\$	180,406.00	
Retainage: 5 % of Completed Work:	\$	9,020.30	
Total Earned less Retainage:	\$	171,385.70	
Less previous applications for payment:	\$	136,422.71	
SUBTOTAL	\$		34,962.99

OTHER CHARGES (Attach an Itemized list)

CURRENT PAYMENT DUE

Balance to finish, including retainage: \$ 9,020.30
 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: IRRIGATION IOWA LLC

Signature: [Signature] Firm Name: IRRIGATION IOWA LLC Date: 10-28-21

Engineer / Consultant Approval: Heritage Landscape Supply Group

Signature: [Signature] Firm Name: Heritage Landscape Supply Group Date: 10/29/21

City of Grimes Staff Approval: [Signature]

Signature: [Signature] Date: 11-2-21

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

Date Printed: 10/28/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

APPLICATION #5

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	RAINBIRD ESPXLVMP CONTROLLER	1	1.00	-	1.00	\$ 1,641.81	\$ 1,641.81	1.00	\$ 1,641.81	-	100.00%
2	RAINBIRD IQ4GUSA CELL CARD	1	1.00	-	1.00	\$ 1,634.14	\$ 1,634.14	1.00	\$ 1,634.14	-	100.00%
3	RAINBIRD RAIN SENSOR	1	1.00	-	1.00	\$ 57.92	\$ 57.92	1.00	\$ 57.92	-	100.00%
4	RAINBIRD SENSOR DECODER	1	1.00	-	1.00	\$ 101.41	\$ 101.41	1.00	\$ 101.41	-	100.00%
5	RAINBIRD SURGE PROTECTORS	7	7.00	-	7.00	\$ 48.85	\$ 341.95	7.00	\$ 341.95	-	100.00%
6	GROUND ROD AND CLAMP	7	7.00	-	7.00	\$ 31.41	\$ 219.84	7.00	\$ 219.84	-	100.00%
7	PAIGE SWITCH	2	2.00	-	2.00	\$ 124.14	\$ 248.28	2.00	\$ 248.28	-	100.00%
8	RAIBIRD 1 1/2" VALVES	44	44.00	-	44.00	\$ 179.63	\$ 7,903.83	44.00	\$ 7,903.83	-	100.00%
9	RAINBIRD 2" VALVE	3	3.00	-	3.00	\$ 223.98	\$ 671.93	3.00	\$ 671.93	-	100.00%
10	1 1/2" BALL VALVE	44	44.00	-	44.00	\$ 12.10	\$ 532.56	44.00	\$ 532.56	-	100.00%
11	2" BALL VALVE	3	3.00	-	3.00	\$ 25.36	\$ 76.08	3.00	\$ 76.08	-	100.00%
12	RAINBIRD QUICK COUPLER	7	7.00	-	7.00	\$ 87.00	\$ 609.03	7.00	\$ 609.03	-	100.00%
13	4" ISOLATION VALVE	4	4.00	-	4.00	\$ 324.03	\$ 1,296.14	4.00	\$ 1,296.14	-	100.00%
14	2 1/2" ISOLATION VALVE	6	6.00	-	6.00	\$ 159.26	\$ 955.55	6.00	\$ 955.55	-	100.00%
15	10" VALVE BOX	17	17.00	-	17.00	\$ 16.78	\$ 285.34	17.00	\$ 285.34	-	100.00%
16	JUMBO VALVE BOX	47	47.00	-	47.00	\$ 60.55	\$ 2,846.03	47.00	\$ 2,846.03	-	100.00%
17	RAINBIRD 5004 PC	34	34.00	-	34.00	\$ 18.18	\$ 618.19	34.00	\$ 618.19	-	100.00%
18	3/4" SWING JOINT	34	34.00	-	34.00	\$ 14.80	\$ 503.10	34.00	\$ 503.10	-	100.00%
19	RAINBIRD 6504 PC	165	165.00	-	165.00	\$ 30.80	\$ 5,049.48	165.00	\$ 5,049.48	-	100.00%
20	RAINBIRD 6504 PC SS	31	31.00	-	31.00	\$ 41.57	\$ 1,288.70	31.00	\$ 1,288.70	-	100.00%
21	1" SWING JOINT	196	196.00	-	196.00	\$ 15.00	\$ 2,940.00	196.00	\$ 2,940.00	-	100.00%
22	1 1/4" PVC	6400	6,400.00	-	6,400.00	\$ 0.41	\$ 2,608.72	6,400.00	\$ 2,608.72	-	100.00%
23	1 1/2" PVC	1980	1,980.00	-	1,980.00	\$ 0.50	\$ 980.30	1,980.00	\$ 980.30	-	100.00%
24	2" PVC	3760	3,760.00	-	3,760.00	\$ 0.70	\$ 2,650.42	3,760.00	\$ 2,650.42	-	100.00%
25	2 1/2" PVC	1700	1,700.00	-	1,700.00	\$ 1.09	\$ 1,851.30	1,700.00	\$ 1,851.30	-	100.00%
26	4" PVC	660	660.00	-	660.00	\$ 2.67	\$ 1,763.52	660.00	\$ 1,763.52	-	100.00%
27	DECODER WIRE	4000	4,000.00	-	4,000.00	\$ 0.35	\$ 1,410.40	4,000.00	\$ 1,410.40	-	100.00%
28	4" PVC FITTINGS	1	1.00	-	1.00	\$ 263.86	\$ 263.86	1.00	\$ 263.86	-	100.00%
29	MISC. VALVE BOX PARTS	1	1.00	-	1.00	\$ 1,264.85	\$ 1,264.85	1.00	\$ 1,264.85	-	100.00%
30	MISC. FITTINGS	1	1.00	-	1.00	\$ 5,100.00	\$ 5,100.00	1.00	\$ 5,100.00	-	100.00%
31	DURA 1" SWING JOINT X BRASS	7	7.00	-	7.00	\$ 41.91	\$ 293.40	7.00	\$ 293.40	-	100.00%
32	IRRIGATION LABOR	1	1.00	-	1.00	\$ 49,834.92	\$ 49,834.92	1.00	\$ 49,834.92	-	100.00%
33	BOND	1	1.00	-	1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	-	100.00%
34	MACHINE RENTAL	1	1.00	-	1.00	\$ 5,500.00	\$ 5,500.00	1.00	\$ 5,500.00	-	100.00%
35	SLEEVE MATERIAL	1	1.00	-	1.00	\$ 1,420.00	\$ 1,420.00	1.00	\$ 1,420.00	-	100.00%
36	SLEEVE LABOR	1	1.00	-	1.00	\$ 954.00	\$ 954.00	1.00	\$ 954.00	-	100.00%
37	PUMP STATION	1	1.00	-	1.00	\$ 31,136.00	\$ 31,136.00	1.00	\$ 31,136.00	-	100.00%
38	CONCRETE PAD	1	1.00	-	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	-	100.00%
39	PUMP LABOR	1	1.00	-	1.00	\$ 10,875.00	\$ 10,875.00	1.00	\$ 10,875.00	-	100.00%
40	HUB	1	1.00	-	1.00	\$ 13,355.00	\$ 13,355.00	1.00	\$ 13,355.00	-	100.00%
41	HUB LABOR	1	1.00	-	1.00	\$ 5,030.00	\$ 5,030.00	1.00	\$ 5,030.00	-	100.00%
42	TRAINING	1	1.00	-	1.00	\$ 640.00	\$ 640.00	1.00	\$ 640.00	-	100.00%
43	TRNCH BACKFILL AND COMPACTION	1	1.00	-	1.00	\$ 3,200.00	\$ 3,200.00	1.00	\$ 3,200.00	-	100.00%
44	CHANGE ORDER #1 3" BACKFLOW	1	1.00	-	1.00	\$ 5,955.00	\$ 5,955.00	1.00	\$ 5,955.00	-	100.00%
45					-	\$ -	\$ -		\$ -	-	0.00%
46					-	\$ -	\$ -		\$ -	-	0.00%
47					-	\$ -	\$ -		\$ -	-	0.00%
48					-	\$ -	\$ -		\$ -	-	0.00%
49					-	\$ -	\$ -		\$ -	-	0.00%
50					-	\$ -	\$ -		\$ -	-	0.00%
51					-	\$ -	\$ -		\$ -	-	0.00%
52					-	\$ -	\$ -		\$ -	-	0.00%
53					-	\$ -	\$ -		\$ -	-	0.00%
54					-	\$ -	\$ -		\$ -	-	0.00%
55					-	\$ -	\$ -		\$ -	-	0.00%
56					-	\$ -	\$ -		\$ -	-	0.00%
57					-	\$ -	\$ -		\$ -	-	0.00%
58					-	\$ -	\$ -		\$ -	-	0.00%
59					-	\$ -	\$ -		\$ -	-	0.00%
60					-	\$ -	\$ -		\$ -	-	0.00%
61					-	\$ -	\$ -		\$ -	-	0.00%
62					-	\$ -	\$ -		\$ -	-	0.00%
63					-	\$ -	\$ -		\$ -	-	0.00%
64					-	\$ -	\$ -		\$ -	-	0.00%
65					-	\$ -	\$ -		\$ -	-	0.00%
66					-	\$ -	\$ -		\$ -	-	0.00%
67					-	\$ -	\$ -		\$ -	-	0.00%
68					-	\$ -	\$ -		\$ -	-	0.00%
69					-	\$ -	\$ -		\$ -	-	0.00%
70					-	\$ -	\$ -		\$ -	-	0.00%
71					-	\$ -	\$ -		\$ -	-	0.00%
72					-	\$ -	\$ -		\$ -	-	0.00%
73					-	\$ -	\$ -		\$ -	-	0.00%
74					-	\$ -	\$ -		\$ -	-	0.00%
75					-	\$ -	\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 180,406.00

\$ 180,406.00

0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 22, 2021	\$ 39,438.16
2	July 27, 2021	\$ 35,064.15
3	August 24, 2021	\$ 27,868.40
4	September 28, 2021	\$ 34,052.00
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 136,422.71

Record of Change Orders

No.	Date	Amount
1	August 24, 2021	\$ 5,955.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 5,955.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	April 27th, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Iowa Irrigation
103 N 5th Ave, Suite E
Huxley, IA 50124
515-650-4167
info@iowairrigation.com
www.iowairrigation.com

Invoice



BILL TO
JEREMIAH THAYER
GRIMES ATHLETIC FIELDS
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO
JEREMIAH THAYER
GRIMES ATHLETIC FIELDS
750 S. JAMES ST
GRIMES, IA 50111

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4114	10/28/2021	\$36,803.15	11/27/2021	Net 30	

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/28/2021	COMMERCIAL INSTALL FINALL BILLING FOR THE INSTALLATION OF AN AUTOMATIC IRRIGATION SYSTEM	1	36,803.15	36,803.15

- Thank you

We appreciate your business and look forward to
serving you again soon.

SUBTOTAL	36,803.15
TAX	0.00
TOTAL	36,803.15
BALANCE DUE	\$36,803.15

***Iowa Irrigation has a new phone number, please
take a moment to update your records. Thanks***

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Iowa Hwy 141 SB & Iowa Hwy 44 Traffic Signal and Turn Lane Improvements
Contractor: Elder Corporation
Address: 5088 East University Avenue, Pleasant Hill, IA 50327
Finance Budget Code: 339-210-6490 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 10, 2021 **Vendor #** 1336

Date of Council Meeting: November 9, 2021 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: September 7, 2021 Through: October 21, 2021

Contract Summary

Original Contract Amount:	\$	309,000.00	
Net change by Change Orders:	\$	18,297.00	
Contract Amount to Date: (line 1 ± 2)	\$	327,297.00	
Total completed and stored to date:	\$	274,706.71	
Retainage: 5 % of Completed Work:	\$	13,735.34	
Total Earned less Retainage:	\$	260,971.37	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 260,971.37
OTHER CHARGES (Attach an Itemized list)	\$	-	
CURRENT PAYMENT DUE			\$ 260,971.37
Balance to finish, including retainage:	\$	66,325.63	

Contract Time Remaining (if applicable) 19.00 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: Elder Corporation

Nick Tometich  Date: 2021.10.28 10:03:13-05'00'
Signature Firm Name Date

Engineer / Consultant Approval: Snyder & Associates
 Date: October 27, 2021
Signature Firm Name Date

City of Grimes Staff Approval:  Date: 11-2-21
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

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Onsite Topsoil	CY	320.00		320.00	\$ 13.00	\$ 4,160.00	320.00	\$ 4,160.00	-	100.00%
2	Excavation, Class 10	CY	413.00		413.00	\$ 15.00	\$ 6,195.00	413.00	\$ 6,195.00	-	100.00%
3	Below Grade Excavation (Core Out)	CY	20.00		20.00	\$ 80.00	\$ 1,600.00	-	\$ -	20.00	0.00%
4	Subgrade Preparation, 6"	SY	610.00		610.00	\$ 7.00	\$ 4,270.00	610.00	\$ 4,270.00	-	100.00%
5	Subbase, Special Backfill, 12" Depth	SY	610.00	(610.00)	-	\$ 19.00	\$ -	-	\$ -	-	0.00%
6	Compaction Testing	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	-	100.00%
7	Pipe Culvert, Trenched, RCP, 48" Dia, 2000D	LF	10.00		10.00	\$ 550.00	\$ 5,500.00	8.00	\$ 4,400.00	2.00	80.00%
8	Pipe Apron, Remove and Reinstall with Footing and Guard, 48" Dia	EA	1.00		1.00	\$ 5,700.00	\$ 5,700.00	1.00	\$ 5,700.00	-	100.00%
9	PCC Pavement, 9"	SY	441.00		441.00	\$ 158.00	\$ 69,678.00	452.00	\$ 71,416.00	(11.00)	102.49%
10	PCC Pavement Samples and Testing	LS	1.00		1.00	\$ 5,300.00	\$ 5,300.00	1.00	\$ 5,300.00	-	100.00%
11	Removal of Sidewalk, PCC	SY	74.00		74.00	\$ 19.00	\$ 1,406.00	86.00	\$ 1,634.00	(12.00)	116.22%
12	Shared Use Path, 6"	SY	73.00		73.00	\$ 175.00	\$ 12,775.00	75.20	\$ 13,160.00	(2.20)	103.01%
13	Special Subgrade Preparation for Shared Use Path	SY	73.00		73.00	\$ 12.00	\$ 876.00	75.20	\$ 902.40	(2.20)	103.01%
14	Detectable Warnings	SF	51.00		51.00	\$ 78.00	\$ 3,978.00	51.00	\$ 3,978.00	-	100.00%
15	Pavement Removal	SY	55.00		55.00	\$ 110.00	\$ 6,050.00	55.00	\$ 6,050.00	-	100.00%
16	Traffic Signal	LS	1.00		1.00	\$80,000.00	\$ 80,000.00	0.50	\$ 40,000.00	0.50	50.00%
17	Pavement Markings, Durable	STA	15.70		15.70	\$ 370.00	\$ 5,809.00	12.37	\$ 4,576.90	3.33	78.79%
18	Wet, Retroreflective Removable Tape Markings	STA	5.00		5.00	\$ 470.00	\$ 2,350.00	5.00	\$ 2,350.00	-	100.00%
19	Pavement Markings, Removed	STA	24.60		24.60	\$ 236.00	\$ 5,805.60	9.56	\$ 2,256.16	15.04	38.86%
20	Grooves Cut for Pavement Markings	STA	15.70		15.70	\$ 320.00	\$ 5,024.00	12.37	\$ 3,958.40	3.33	78.79%
21	Temporary Traffic Control	LS	1.00		1.00	\$ 9,500.00	\$ 9,500.00	0.75	\$ 7,125.00	0.25	75.00%
22	Portable Dynamic Message Signs	CDAY	25.00		25.00	\$ 131.00	\$ 3,275.00	10.00	\$ 1,310.00	15.00	40.00%
23	Temporary Barrier Rail	LF	188.00	400.00	588.00	\$ 26.50	\$ 15,582.00	588.00	\$ 15,582.00	-	100.00%
24	Seeding, Fertilizing, and BFM Mulch for Hydraulic Seeding, Permanent, Type 3	AC	0.50		0.50	\$ 3,800.00	\$ 1,900.00	0.80	\$ 3,040.00	(0.30)	160.00%
25	Seeding, Fertilizing, and BFM Mulch for Hydraulic Seeding, Temporary, Type 5	AC	0.50		0.50	\$ 2,300.00	\$ 1,150.00	-	\$ -	0.50	0.00%
26	Temporary RECP, Type 2.C	SY	547.00		547.00	\$ 1.75	\$ 957.25	284.40	\$ 497.70	262.60	51.99%
27	Silt Fence and Silt Fence Ditch Check, Installation	LF	729.00		729.00	\$ 1.75	\$ 1,275.75	225.00	\$ 393.75	504.00	30.86%
28	Silt Fence and Silt Fence Ditch Check, Removal of Device	LF	729.00		729.00	\$ 1.00	\$ 729.00	-	\$ -	729.00	0.00%
29	Mobilization	LS	1.00		1.00	\$44,664.40	\$ 44,664.40	1.00	\$ 44,664.40	-	100.00%
C1-2	Temporary Crash Cushion	EA		1.00	1.00	\$ 1,320.00	\$ 1,320.00	1.00	\$ 1,320.00	-	100.00%
C1-3	4" Perf Subdrain	LF		20.00	20.00	\$ 21.00	\$ 420.00	20.00	\$ 420.00	-	100.00%
C1-4	12"x6" CMP Outlet	EA		2.00	2.00	\$ 530.00	\$ 1,060.00	2.00	\$ 1,060.00	-	100.00%
C1-5	Connect to Slub	EA		2.00	2.00	\$ 380.00	\$ 760.00	2.00	\$ 760.00	-	100.00%
C1-7	Modified Subbase	SY		610.00	610.00	\$ 21.50	\$ 13,115.00	610.00	\$ 13,115.00	-	100.00%
C1-8	Traffic Signal Meter Pedestal	LS		1.00	1.00	\$ 1,127.00	\$ 1,127.00	1.00	\$ 1,127.00	-	100.00%
C1-9	Advance Lane Control Signs, with Posts	EA		2.00	2.00	\$ 742.50	\$ 1,485.00	2.00	\$ 1,485.00	-	100.00%
					-		\$ -		\$ -	-	0.00%
					-		\$ -		\$ -	-	0.00%
					-		\$ -		\$ -	-	0.00%
					-		\$ -		\$ -	-	0.00%
					-		\$ -		\$ -	-	0.00%
					-		\$ -		\$ -	-	0.00%
					-		\$ -		\$ -	-	0.00%
					-		\$ -		\$ -	-	0.00%
					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 327,297.00

\$ 274,706.71

83.93%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ -

Record of Change Orders

No.	Date	Amount
1	October 12, 2021	\$ 18,297.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 18,297.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 10, 2021
Original Contract Time:	45.00
Added by Change Order:	
Contract Time to Date:	45.00
Time Used to Date:	26.00
Contract Time Remaining:	19.00

CHANGE ORDER FORM



Project Title: Northwest Territory Lift Station and Force Main
Contractor: On Track Construction, LLC.
Address: 1316 6th Street, Suite 109, Nevada, Iowa 50201
Finance Budget Code: 329-815-6499 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: January 26, 2021 **Vendor #** 3940

Change Order Number: 1

Change Order Date: November 9, 2021

Purpose of Change Order:

Item #1, #2, & #3: 3 culverts are necessary in swales to provide access during rainy weather with associated grading.
Item #4: Provides a credit back to the City for the 1" Class A Roadstone. **Item #5:** Replacing the 1" Class A Roadstone with 3" Class A Roadstone. **Item #6:** Due to soil conditions geogrid is being placed below the granular surfacing material for support. **Item #7:** Provides for Class E Rip-Rap at the three culvert outlets. **Item #8:** Providing Type 1 vs. Type 2 seeding in the disturbed area in front of the school. **Item #9:** An additional 6.81 LF of force main over the plan quantity was directional drilled under NW 27th Street to avoid pavement disruptions at the school entrance.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	18" CMP Culvert	LF	20.00	\$ 71.65	\$ 1,433.00
2	24" CMP Culvert	LF	40.00	\$ 83.95	\$ 3,358.00
3	Culvert Grading & Backfill	LS	1.00	\$ 5,572.00	\$ 5,572.00
4	Class A Roadstone	TONS	(1,030.00)	\$ 21.75	\$ (22,402.50)
5	3" Class A Roadstone	TONS	1,030.00	\$ 23.30	\$ 23,999.00
6	Geogrid, Labor, & Equipment	LS	1.00	\$ 4,827.29	\$ 4,827.29
7	Class E Rip-Rap	TONS	109.59	\$ 53.00	\$ 5,808.27
8	Type 1 Seeding, Fertilizer & Hydro-mulch	AC	0.46	\$ 3,850.00	\$ 1,771.00
9	10" Force Main Directional Bored In Place	LF	6.81	\$ 142.00	\$ 967.02
10					\$ -

Change Order Number: 1 makes the following adjustments to the contract:

\$ 25,333.08

Contractor Accepted: On Track Construction, LLC.

Signature: [Signature] Date: 10/28/21
 Firm Name

Engineer Approved: Veenstra & Kimm, Inc.

Signature: [Signature] Date: 10/28/21
 Firm Name

Owner Accepted: City of Grimes MSA 11-2-21

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 1,652,201.00
1	November 9, 2021	\$ 25,333.08
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 1,677,534.08**

CHANGE ORDER FORM



Project Title: Northwest Territory Lift Station and Force Main
Contractor: On Track Construction, LLC.
Address: 1316 6th Street, Suite 109, Nevada, Iowa 50201
Finance Budget Code: 329-815-6499 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: January 26, 2021 **Vendor #** 3940

Change Order Number: 1

Change Order Date: November 9, 2021

Purpose of Change Order:

Item #1, #2, & #3: 3 culverts are necessary in swales to provide access during rainy weather with associated grading.
Item #4: Provides a credit back to the City for the 1" Class A Roadstone. **Item #5:** Replacing the 1" Class A Roadstone with 3" Class A Roadstone. **Item #6:** Due to soil conditions geogrid is being placed below the granular surfacing material for support. **Item #7:** Provides for Class E Rip-Rap at the three culvert outlets. **Item #8:** Providing Type 1 vs. Type 2 seeding in the disturbed area in front of the school. **Item #9:** An additional 6.81 LF of force main over the plan quantity was directional drilled under NW 27th Street to avoid pavement disruptions at the school entrance.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	18" CMP Culvert	LF	20.00	\$ 71.65	\$ 1,433.00
2	24" CMP Culvert	LF	40.00	\$ 83.95	\$ 3,358.00
3	Culvert Grading & Backfill	LS	1.00	\$ 5,572.00	\$ 5,572.00
4	Class A Roadstone	TONS	(1,030.00)	\$ 21.75	\$ (22,402.50)
5	3" Class A Roadstone	TONS	1,030.00	\$ 23.30	\$ 23,999.00
6	Geogrid, Labor, & Equipment	LS	1.00	\$ 4,827.29	\$ 4,827.29
7	Class E Rip-Rap	TONS	109.59	\$ 53.00	\$ 5,808.27
8	Type 1 Seeding, Fertilizer & Hydro-mulch	AC	0.46	\$ 3,850.00	\$ 1,771.00
9	10" Force Main Directional Bored In Place	LF	6.81	\$ 142.00	\$ 967.02
10					\$ -

Change Order Number: 1 makes the following adjustments to the contract: **\$ 25,333.08**

Contractor Accepted: On Track Construction, LLC.

Signature: [Signature] Date: 11/28/21
 Firm Name

Engineer Approved: Veenstra & Kimm, Inc.

Signature: [Signature] Date: 10/29/21
 Firm Name

Owner Accepted: City of Grimes MSA 11-2-21

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 1,652,201.00
1	November 9, 2021	\$ 25,333.08
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 1,677,534.08**

CHANGE ORDER FORM



Project Title: Northwest Territory Lift Station and Force Main
Contractor: On Track Construction, LLC.
Address: 1316 6th Street, Suite 109, Nevada, Iowa 50201
Finance Budget Code: 329-815-6499 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: January 26, 2021 **Vendor #** 3940

Change Order Number: 1

Change Order Date: November 9, 2021

Purpose of Change Order:

Item #1, #2, & #3: 3 culverts are necessary in swales to provide access during rainy weather with associated grading.
Item #4: Provides a credit back to the City for the 1" Class A Roadstone. **Item #5:** Replacing the 1" Class A Roadstone with 3" Class A Roadstone. **Item #6:** Due to soil conditions geogrid is being placed below the granular surfacing material for support. **Item #7:** Provides for Class E Rip-Rap at the three culvert outlets. **Item #8:** Providing Type 1 vs. Type 2 seeding in the disturbed area in front of the school. **Item #9:** An additional 6.81 LF of force main over the plan quantity was directional drilled under NW 27th Street to avoid pavement disruptions at the school entrance.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	18" CMP Culvert	LF	20.00	\$ 71.65	\$ 1,433.00
2	24" CMP Culvert	LF	40.00	\$ 83.95	\$ 3,358.00
3	Culvert Grading & Backfill	LS	1.00	\$ 5,572.00	\$ 5,572.00
4	Class A Roadstone	TONS	(1,030.00)	\$ 21.75	\$ (22,402.50)
5	3" Class A Roadstone	TONS	1,030.00	\$ 23.30	\$ 23,999.00
6	Geogrid, Labor, & Equipment	LS	1.00	\$ 4,827.29	\$ 4,827.29
7	Class E Rip-Rap	TONS	109.59	\$ 53.00	\$ 5,808.27
8	Type 1 Seeding, Fertilizer & Hydro-mulch	AC	0.46	\$ 3,850.00	\$ 1,771.00
9	10" Force Main Directional Bored In Place	LF	6.81	\$ 142.00	\$ 967.02
10					\$ -

Change Order Number: 1 makes the following adjustments to the contract: **\$ 25,333.08**

Contractor Accepted: On Track Construction, LLC.

Signature: [Signature] Date: 10/28/21
 Firm Name

Engineer Approved: Veenstra & Kimm, Inc.

Signature: [Signature] Date: 10/29/21
 Firm Name

Owner Accepted: City of Grimes MSA 11-2-21

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 1,652,201.00
1	November 9, 2021	\$ 25,333.08
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 1,677,534.08**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Northwest Territory Lift Station and Force Main
Contractor: On Track Construction, LLC.
Address: 1316 6th Street, Suite 109, Nevada, Iowa 50201
Finance Budget Code: 329-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: January 26, 2021 **Vendor #** 3940

Date of Council Meeting: November 9, 2021 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: October 1, 2021 Through: October 28, 2021

Contract Summary

Original Contract Amount:	\$ 1,652,201.00	
Net change by Change Orders:	\$ 25,333.08	
Contract Amount to Date: (line 1 ± 2)	\$ 1,677,534.08	
Total completed and stored to date:	\$ 1,568,260.92	
Retainage: 5 % of Completed Work:	\$ 78,413.05	
Total Earned less Retainage:	\$ 1,489,847.87	
Less previous applications for payment:	\$ 1,244,549.17	
SUBTOTAL		\$ 245,298.70

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 245,298.70

Balance to finish, including retainage: \$ 187,686.21

Contract Time Remaining (If applicable) - CALENDAR 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: On Track Construction, LLC.

Firm Name

Signature

Date

Engineer / Consultant Approval: Veenstra & Kimm, Inc.

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

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Lift Station		1.00				\$-		\$	-	0.00%
1.1	Clearing & Grubbing	LS	1.00		1.00	\$28,900.00	\$28,900.00	1.00	\$28,900.00	-	100.00%
1.2	Wet Well Structure Installation	LS	1.00		1.00	\$320,000.00	\$320,000.00	1.00	\$320,000.00	-	100.00%
1.3	Wet Well Pumps & Piping	LS	1.00		1.00	\$200,000.00	\$200,000.00	0.40	\$80,000.00	0.60	40.00%
1.4	Valve Vault Structure Installation	LS	1.00		1.00	\$75,000.00	\$75,000.00	1.00	\$75,000.00	-	100.00%
1.5	Valve Vault Valves & Piping	LS	1.00		1.00	\$50,000.00	\$50,000.00	1.00	\$50,000.00	-	100.00%
1.6	Meter Manhole Structure Installation	LS	1.00		1.00	\$18,000.00	\$18,000.00	1.00	\$18,000.00	-	100.00%
1.7	Meter Manhole Meter & Piping	LS	1.00		1.00	\$23,766.00	\$23,766.00	1.00	\$23,766.00	-	100.00%
1.8	Lift Station Yard Piping	LS	1.00		1.00	\$42,815.00	\$42,815.00	1.00	\$42,815.00	-	100.00%
1.9	Site Concrete Pads	LS	1.00		1.00	\$30,000.00	\$30,000.00	1.00	\$30,000.00	-	100.00%
1.1	Site Electrical	LS	1.00		1.00	\$240,000.00	\$240,000.00	0.75	\$180,000.00	0.25	75.00%
1.11	Control Building	LS	1.00		1.00	\$54,440.00	\$54,440.00	1.00	\$54,440.00	-	100.00%
2	10" Force Main Open Cut	LF	2,850.00		2,850.00	\$31.00	\$88,350.00	2,832.99	\$87,822.69	17.01	99.40%
3	10" Force Main Directional Drill Bored In Place	LF	480.00		480.00	\$142.00	\$68,160.00	480.00	\$68,160.00	-	100.00%
4	8" Sanitary Sewer Open Cut	LF	3,914.00		3,914.00	\$42.00	\$164,388.00	3,856.50	\$161,973.00	57.50	98.53%
5	18" Sanitary Sewer Open Cut	LF	40.00		40.00	\$227.00	\$9,080.00	36.00	\$8,172.00	4.00	90.00%
6	Drop Connection 8"	EA	1.00		1.00	\$8,770.00	\$8,770.00	1.00	\$8,770.00	-	100.00%
7	Manhole Type SW-301 48"	EA	16.00		16.00	\$5,363.00	\$85,808.00	16.00	\$85,808.00	-	100.00%
8	Air Release Valve & Pit	EA	1.00		1.00	\$5,950.00	\$5,950.00	1.00	\$5,950.00	-	100.00%
9	Inside Drop Connection	EA	1.00		1.00	\$6,488.00	\$6,488.00		\$	1.00	0.00%
10	Video Inspection - Gravity Sewer	LF	3,954.00		3,954.00	\$2.00	\$7,908.00	3,892.50	\$7,785.00	61.50	98.44%
11	7" PCC Pavement	SY	40.00		40.00		\$		\$	40.00	0.00%
12	12" Thick Class A Roadstone - Lift Station	SY	360.00		360.00	\$23.70	\$8,532.00		\$	360.00	0.00%
13	6" Thick Class A Roadstone Access Drive	SY	3,500.00		3,500.00	\$9.60	\$33,600.00	3,272.00	\$31,411.20	228.00	93.49%
14	Chain Link Fence 6' High	LF	281.00		281.00	\$35.00	\$9,835.00		\$	281.00	0.00%
15	Chain Link Fence Gate	EA	1.00		1.00	\$1,555.00	\$1,555.00		\$	1.00	0.00%
16	2" Water Service	LF	2,750.00		2,750.00	\$12.60	\$34,650.00	2,750.00	\$34,650.00	-	100.00%
17	2" Water Corporation	EA	1.00		1.00	\$1,113.00	\$1,113.00		\$	1.00	0.00%
18	2" Water Shut Off Valve & Box	EA	1.00		1.00	\$1,250.00	\$1,250.00		\$	1.00	0.00%
19	Freezeless Yard Hydrant	EA	1.00		1.00	\$1,060.00	\$1,060.00		\$	1.00	0.00%
20	Erosion Control	LS	1.00		1.00	\$12,625.00	\$12,625.00	0.75	\$9,468.75	0.25	75.00%
21	Traffic Control	LS	1.00		1.00	\$750.00	\$750.00	1.00	\$750.00	-	100.00%
22	Construction Staking	LS	1.00		1.00	\$8,500.00	\$8,500.00	0.90	\$7,650.00	0.10	90.00%
23	Seeding - SUDAS Type 2	AC	9.00		9.00	\$1,212.00	\$10,908.00	1.35	\$1,636.20	7.65	15.00%
35					-		\$		\$	-	0.00%
36	Stored Materials				-		\$		\$	-	0.00%
37	Core & Main #N809710 - Sewer Piping	LS	1.00		1.00	\$17,133.71	\$17,133.71		\$	1.00	0.00%
38	Core & Main #N841150 - Fittings, Truss Pipe	LS	1.00		1.00	\$13,466.44	\$13,466.44		\$	1.00	0.00%
39	Core & Main #N881965 - 8" Truss Cap	LS	1.00		1.00	\$30.00	\$30.00		\$	1.00	0.00%
40	American Concrete #14INV0004728 - MH's 7 - 10	LS	1.00		1.00	\$11,920.00	\$11,920.00	-	\$	1.00	0.00%
41	American Concrete #14INV0004727 - MH 2,3,4,	LS	1.00		1.00	\$9,015.00	\$9,015.00	-	\$	1.00	0.00%
42	Electric Pump #0892005-IN	LS	1.00		1.00	\$179,970.00	\$179,970.00	0.66677780	\$120,000.00	0.33	66.68%
43					-		\$		\$	-	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 13, 2021	\$ 142,247.21
2	May 11, 2021	\$ 186,829.37
3	June 8, 2021	\$ 252,235.17
4	August 10, 2021	\$ 64,421.64
5	September 14, 2021	\$ 373,578.90
6	October 12, 2021	\$ 225,236.88
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 1,244,549.17

Record of Change Orders

No.	Date	Amount
1	November 9, 2021	\$ 25,333.08
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 25,333.08

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	January 26, 2021
Original Contract Time:	267.00
Added by Change Order:	
Contract Time to Date:	267.00
Time Used to Date:	247.00
Contract Time Remaining:	-

CHANGE ORDER FORM



Project Title: Annual Stormwater - Silkwood Area Drainage Improvements
Contractor: On Track Construction, LLC
Address: 1316 6th Street, Suite 109, Nevada, IA 50201
Finance Budget Code: 307-865-6499 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: September 14, 2021 **Vendor #** 3940

Change Order Number: 1

Change Order Date: November 9, 2021

Purpose of Change Order.

Change design around outlet to extend pipe through the Moran property. Reseed around the park property. Add temporary RECP matting to protect seed during spring germination. Add compost to the topsoil

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.01	TOPSOIL, ON-SITE	CY	18	\$ 34.00	\$ 612.00
2.02	COMPOST AMENDED TOPSOIL, ON-SITE 4-IN DEPTH	CY	200	\$ 46.23	\$ 9,246.00
2.03	CLEARING AND GRUBBING	UNIT	61.00	\$ 33.77	\$ 2,059.97
4.01	STORM SEWER, TRENCHED, PERFORATED PVC, 10-IN	LF	(68)	\$ 61.00	\$ (4,148.00)
4.02	STORM SEWER, TRENCHED, PVC 12-IN	LF	342	\$ 64.00	\$ 21,888.00
4.03	STORM SEWER, TRENCHED, RCP, 15-IN	LF	(176)	\$ 85.00	\$ (14,960.00)
4.04	PIPE APRON, RCP, 15-INCH DIA.	EA	(1)	\$ 2,600.00	\$ (2,600.00)
4.05	PIPE APRON & GUARD, PVC, 12-INCH DIA	EA	1	\$ 464.75	\$ 464.75
6.02	INTAKE, SW-512, 24-IN	EA	3	\$ 3,195.00	\$ 9,585.00
9.01	CONVENTIONAL SEEDING, TYPE 1 (PERMANENT LAWN MIXTURE)	AC	0.84	\$ 1,414.00	\$ 1,187.76
9.02	HYDROMULCH	AC	0.24	\$ 3,030.00	\$ 727.20
9.03	TREE, TRANSPLANT	EA	1	\$ 1,010.00	\$ 1,010.00
9.06	ROCK CHECK DAM	TN	(14)	\$ 114.00	\$ (1,596.00)
9.12	CONVENTIONAL SEEDING, TYPE 3	AC	0.50	\$ 2,750.00	\$ 1,375.00
9.13	CLASS D REVETMENT, REMOVAL	TN	150	\$ 20.00	\$ 3,000.00
9.14	TEMPORARY ROLLED EROSION CONTROL PRODUCT (RECP) TYPE 3B	SY	173	\$ 6.50	\$ 1,124.50
9.15	CHECK DAM CROSSING	EA	2	\$ 395.00	\$ 790.00
9.16	TEMPORARY FENCING	LF	185	\$ 4.66	\$ 862.10
9.17	TEMPORARY ROLLED EROSION CONTROL PRODUCT (RECP) TYPE 2C	SY	2,421	\$ 3.85	\$ 9,320.85

Change Order Number: 1 makes the following adjustments to the contract: **\$ 39,949.13**

Contractor Accepted: On Track Construction, LLC

Signature: *Keely K Cook* 11-2-2021
 Firm Name: _____ Date: _____

Engineer Approved: Nilles Associates

Signature: *Jake Nilles* 11-2-2021
 Firm Name: _____ Date: _____

Owner Accepted: City of Grimes MSA 11-2-21

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 149,160.00
1	November 9, 2021	\$ 39,949.13
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 189,109.13**

CITY OF
GRIMES

Date Printed: 11/1/2021

CHANGE ORDER FORM



Project Title: Kennybrook South Basin Improvements
Contractor: Halbrook Excavating, Inc.
Address: 4807 SE Rio Ct., Ankeny, IA 50021
Finance Budget Code: 319-865-6499 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: May 25, 2021 **Vendor #** 4120

Change Order Number: 1

Change Order Date: November 9, 2021

Purpose of Change Order:

Finalize quantities utilized on project, and increase rip rap quantity used on existing east inlet.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.04	Excavation, Class 13	TN	(35.00)	\$ 55.00	\$ (1,925.00)
9.01	Wattles, Straw, 9-inch	LF	(1,500.00)	\$ 2.00	\$ (3,000.00)
9.02	Wattles, Removal	LF	(1,500.00)	\$ 0.50	\$ (750.00)
9.03	RIP RAP	TN	20.00	\$ 85.00	\$ 1,700.00
9.04	SILT FENCE or SILT FENCE DITCH CHECK	LF	(110.00)	\$ 2.25	\$ (247.50)
9.05	SILT FENCE or SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	(110.00)	\$ 1.25	\$ (137.50)
9.07	EROSION CONTROL MULCHING, HYDROMULCHING, WOOD CELLULOSE	AC	(3.00)	\$ 1,750.00	\$ (5,250.00)
9.08	INLET PROTECTION DEVICE, DROP-IN	EA	(1.00)	\$ 225.00	\$ (225.00)
9.09	INLET PROTECTION DEVICE, MAINTENANCE	EA	(3.00)	\$ 50.00	\$ (150.00)
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the contract: **\$ (9,985.00)**

Contractor Accepted: Halbrook Excavating, Inc.
 Firm Name 11-1-21
 Signature [Signature] Date

Engineer Approved: Nilles Associates
 Firm Name 11-3-21
 Signature [Signature] Date

Owner Accepted: City of Grimes MSA 11-3-21
 Signature _____ Title _____
 Date _____

Attest for Owner:

Signature _____ Title _____
 Date _____

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 500,000.00
1	November 9, 2021	\$ (9,985.00)
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 490,015.00**

CITY OF
GRIMES

Date Printed: 11/2/2021



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

AGENDA MEMO

For Meeting of November 9, 2021

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within storm sewer and overland flowage easement for Autumn Park Plat 6 Lot 25.

SYNOPSIS: The owner of 1113 NW 8th Street has requested approval to install a fence within the storm sewer and 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 storm sewer and overland flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve storm sewer and overland flowage easement for Autumn Park Plat 6

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within storm sewer and overland flowage easement for Autumn Park Plat 6 Lot 25.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN STORM SEWER AND
OVERLAND FLOWAGE EASEMENT FOR
LOT 25 IN AUTUMN PARK PLAT 6
1113 NW 8TH STREET

WHEREAS, the owners of Lot 25 in Autumn Park Plat 6 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within storm sewer and 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 storm sewer and 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 storm sewer and overland flowage easement ("Consent and Agreement") regarding Lot 25, Autumn Park Plat 6, 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 9TH day of November, 2021.

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 Meagan and Tanner Weatherman, a married couple, (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 25 of Autumn Park Plat 6 (1113 NW 8th St), 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 Storm Sewer and Overland Flowage Easement, dated July 14, 2015 recorded on July 23, 2015, in Book 15669, Page 501, 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 01st day of November, 2021.

PROPERTY OWNERS

Meagan Weatherman
Meagan Weatherman

Tanner Weatherman
Tanner Weatherman

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 01st day of November, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Meagan Weatherman, 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.



Rachel Greving
Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2021

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 01st day of November, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tanner Weatherman, 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.



Rachel Greving
Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2021

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 _____



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

AGENDA MEMO

For Meeting of November 9, 2021

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Autumn Park West Plat 1 Lot 24.

SYNOPSIS: The owner of 1604 NW 8th Street 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 Autumn Park West Plat 1.

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 Autumn Park West Plat 1 Lot 24.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 24 IN AUTUMN PARK WEST PLAT 1
1604 NW 8TH STREET

WHEREAS, the owners of Lot 24 in Autumn Park West Plat 1 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 24, Autumn Park West Plat 1, 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 9th day of November, 2021.

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 Jordan Sump and Jill Sump, a married couple, (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 24 of Autumn Park West Plat 1 (1604 NW 8th St), 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 September 11, 2018 recorded on November 30, 2018, in Book 17164, Page 765, 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 1st day of November, 2021.

PROPERTY OWNERS



Jordan Sump



Jill Sump

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 1st day of November, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jordan Sump, 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.



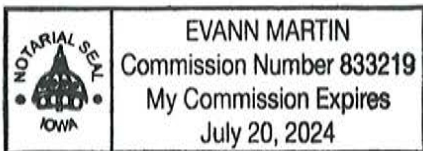


Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2022

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 1st day of November, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jill Sump, 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 7/20/24

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 _____



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

AGENDA MEMO

For Meeting of November 9, 2021

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement and detention easement for Beaverbrooke West Plat 8 Lot 127.

SYNOPSIS: The owner of 2105 NW Sunset Lane has requested approval to install a fence within the overland flowage easement and detention 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 and detention easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve overland flowage easement and detention easement for Beaverbrooke West Plat 8.

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 and detention easement for Beaverbrooke West Plat 8 Lot 127.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT AND DETENTION EASEMENT FOR
LOT 127 IN BEAVERBROOKE WEST PLAT 8
2105 NW SUNSET LANE

WHEREAS, the owners of Lot 127 in Beaverbrooke West Plat 8 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 and Detention 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 and Detention 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 and Detention Easement ("Consent and Agreement") regarding Lot 127, Beaverbrooke West Plat 8, 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 9th day of November, 2021.

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 Courtney Strutt Todd and Mathew Todd, a married couple, (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 127 of Beaverbrooke West Plat 8 (2105 NW Sunset Ln), 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 September 24, 2013 recorded on October 17, 2013, in Book 14996, Page 903, 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.

The Property Owner or Property Owner's predecessor in title, granted that certain Detention Easement, dated September 14, 2013 recorded on October 17, 2013, in Book 14996, Page 897, 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.

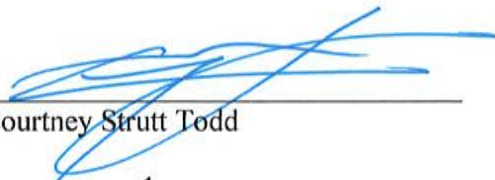
4. **CITY CONSENT TO INSTALLATION OF IMPROVEMENTS.** The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of 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.

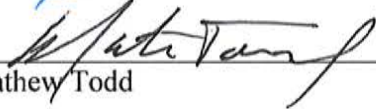
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 20th day of October, 2021.

PROPERTY OWNERS



Courtney Strutt Todd

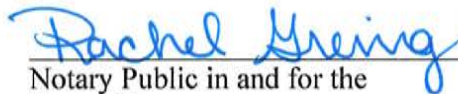


Mathew Todd

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 28th day of October, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Courtney Strutt Todd, 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.



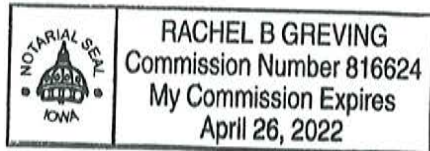


Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2022

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 28th day of October, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mathew Todd, 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.



Rachel Greiving
Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2022

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 _____



JOHNSTON-GRIMES METROPOLITAN FIRE DEPARTMENT

6373 MERLE HAY RD.
JOHNSTON, IOWA 50131

October 2021 service calls

341 calls across all districts

Total calls **slightly increased** from September's total (335).

Station 37 – 101 calls

Station 38 – Grimes district – 27 Johnston district – 76

Station 39 – 120 calls New NW Area - 1

Mutual Aid Given– 16 calls Ankeny – 1 Granger – 6 Polk City – 0 Saylor – 7 Urbandale – 1 WDM - 1
Mutual Aid Received – 27 agency responses

EMS calls (266) – 78.01% Fire/other calls (75) – 21.99%

8 in Category 1 - 4 Building fire, 3 cooking fire, 1 trash/refuse fire.

5 in Category 2 - Excessive Heat, no ignition

246 in Category 3 – Rescue/EMS

10 in Category 4 - Hazardous Condition which is gas leaks, chemical spills, power lines down.

13 Service Calls in Category 5 – 1 smoke removal, 4 police assists, 5 assist invalid, 3 unauthorized burning.

21 Good Intent Calls in Category 6

38 False Alarms in Category 7

Major incidents to report in JGMFD districts or involving JGMFD Units

Mutual Aid structure fire in Granger. JGMFD employee's house. Personnel OK – House a complete loss.

Items of interest:

Successful Fire Prevention Week activities

Successful Trunk or Treat event with community businesses

Acquired 3 structures for live fire training in Johnston

CITY OF GRIMES CLAIMS 11 09 2021

PREMIER OFFICE EQUIPMENT	COPIER CONTRACT	146.41
CENTRAL PUMP AND MOTOR	REPAIR BLOWER #6	2,610.47
A & W ELECTRIC, INC	GOVERNORS DAYS	3,941.53
A KINGS THRONE LLC	MONTHLY UNIT RENTAL	371.8
EUROFINS TESTAMERICA	WW TESTING	1,848.00
JOHNSON CONTROLS SECURITY	INSPECTION STORAGE SYSTEM	25
SHERWIN WILLIAMS CO.	PW TRAINING ROOM REMODEL	133.64
BAKER & TAYLOR	LIBRARY MATERIALS	758.8
BARCO PRODUCTS	PET WASTE BAGS	393.82
BLACK HILLS ENERGY	GAS	1,245.29
SHADRAN INDUSTRIAL & SANI	SEPTEMBER CLEANING CH	631.89
BOMGAARS	EMP SAFETY SUPPLIES/BLDG SUPPLIES	1,357.60
CITY OF WEST DES MOINES	METRO HOME IMPRRMNT PR FY21-22	8,208.00
CENTRAL IOWA MECHANICAL	FURNACE MAINT FOR ALL UNITS	2,735.00
CENTRAL SALT	BULK DEICING SALT	12,285.02
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,378.42
CONCRETE TECHNOLOGIES INC	N SPT COMPLEX PARKING LOT	178,207.27
CORE & MAIN	ASR PLANT	4,579.54
CULLIGAN WATER COND.	WATER COOLER - LIBRARY	46.2
CUSTOM STEEL BUILDERS	SNOW PLOWS	707.5
DIAMOND VOGEL	PAINTER MAINTENANCE	57.45
ELDER CORPORATION	HWY 141 SB & 44 TRAF SIGNAL TL	260,971.37
RD MCKINNEY PLUMB/EXC	WTR MAIN IMPROV(ASR-STANDPIPE)	73,825.45
FINISH LINE AUTO WORKS	OIL CHANGE - DURANGO	53.64
FIRE RECOVERY EMS	OCTOBER FEE	2.5
GETTLER MICHAEL G	HBI SPRING 2021	500
HACH COMPANY	PH PROBE-WASTEWATER	2,943.04
HAWKEYE TRUCK EQUIPMENT	EQUIPMENT MAINTENANCE	604.5
HAWKINS INC.	CHEMICALS	1,421.60
WILLIAMS ROCHELLE	MILEAGE IMFOA MEETINGS	42.56
RODAN OFFICE CLEANING	OCTOBER CLEANING - LIBRARY	630
HOOPLA	LIBRARY MATERIALS	834.81
RELIANT GASES, LTD	CO2 GAS	1,387.91
IMWCA	WORK COMP PREM-INSTALLMENT 5	9,222.00
INTERSTATE BATTERY	BATTERIES	172.2
IOWA DEPT OF REVENUE	OCT WET/SALES TAX	36,556.00
IOWA ONE CALL	LOCATES	1,044.90
IOWA FIRE EQUIPMENT CO.	MONITORING OCT-FEB 2021	140
IOWA PRISON INDUSTRIES	STREET SIGNS	224.46
JETCO, INC.	LABOR/HELP W/CL2 ANALIZER	264.3
HEID CHERYL	MILEAGE	220.58
KLINE ELECTRIC INC	MOVE OUTLETS	4,135.31
JOHNSON KENNETH W.	SPRING & FALL HBI 2021	1,000.00
LEAF	NOVEMBER COPIER LEASE DS	293.98
WOODKE MARCIA	MILEAGE IA EMP CONF/IMFOA CONF	42.56
LIBERTY READY MIX	CONCRETE	3,862.00
LOGAN CONTRACTORS SUPPLY	SUPPLIES	345.36
LOGOED APPAREL & PROMOTIO	FLAG FOOTBALL/FALL YOUTH SHIRTS	1,038.00
MEDIACOM	INTERNET	765.64
METRO WASTE AUTHORITY	OCTOBER CURB IT FEE	17,590.27
MIDAMERICAN ENERGY	ELECTRIC	29,792.85
MISSISSIPPI LIME CO.	QUICKLIME	4,206.60
MUNICIPAL SUPPLY, INC.	METERS & SMART POINTS -THORPE/CITY	39,936.90
O'HALLORAN INTERNATIONAL	S202 DUMP/SNOW TRUCK MIRROR KT	1,076.77
O'REILLY AUTO PARTS	PLOW TRUCK	3.99
OFFICE DEPOT CITY HALL	OFFICE SUPPLIES/INK/CH	384.16
ONESOURCE BACKGROUND CHEC	BACKGROUND CHECKS	85

TRUE VALUE	FD STATION SUPPLIES	59.8
PETERSON PEST & TERMITE	PEST CONTROL - LIBRARY	35
POLK CO RECORDER	SILKWOOD PURCHASE AGREEMENT	647
AUGSPURGER SEAN G	SPRING & FALL HBI 2021	1,000.00
SPRAYER SPECIALTIES	TANK LIDS	74.1
TAPCO	PED CRS LGHT 7TH/8TH @N JAMES	1,346.80
P.R.I.M.E. BENEFIT SYSTEM	FLEX SPENDING	1,653.37
THORPE WATER DEVELOPMENT	GLENSTONE DISCONNECTS	100
TOTAL QUALITY	NOVEMBER CONTRACT	6,562.71
TRAFFIC CONTROL CORPORATI	TRFFC SGNL CNTRLR HWY44/BRKSD	4,325.00
UNPLUGGED WIRELESS	PLOW TRUCK RADIO INSTALL	194.95
UNITED RENTALS	PORTABLE A/C RENTAL-WATER PLANT	2,595.00
US WATER	MONTHLY BILL	74,223.91
USA BLUE BOOK	WASTE WATER LAB OVEN/SUPPLIES	2,138.54
USIC LOCATING SERVICES	LOCATES	17,604.50
VERIZON WIRELESS, BELLEVU	IPAD/CELL SERVICE	320.09
VEENSTRA AND KIMM, INC.	WRA CONNECTOR	39,083.18
VAN WALL EQUIPMENT	UTILITY TRACTOR/LOADER/PALFORK	35,970.58
GUTHRIE DAVE	DNR CERTIFICATE	80
WD DOOR	OVERHEAD DOOR MAINT.	640.25
WHITFIELD & EDDY	GENERAL/PROJECT LEGALS	12,637.50
ZIEGLER	GENERATOR INSPECTION-GCC	1,625.87
MERCYONE OCCUPATIONAL HEA	PHYSICALS DANIELS & REINTS	1,934.00
ELM USA	DISC BUFFER	25
ANDERSON JAKE	PARKING REIMBURSEMENT	60
INNOVATIVE INTERFACES	ILS SOFTWARE	12,291.98
EFTPS	FED/FICA TAX	44,466.36
GIBSON DENNIS	SPRING & FALL HBI 2021	1,000.00
BUTLER REX & BIANCA	SPRING & FALL HBI 2021	1,000.00
KANOPY INC	LIBRARY MATERIALS	44
ITRON, INC	CUST SUPP - THORPE READINGS	500
MARTIN OIL WHOLESALE	BULK MOTOR OIL	1,172.52
FIRE AUX SUPPLIES	FIRE AUX SUPPLIES OCTOBER	61.03
NORFOLK SOUTHERN RAILWAY	CONDEMNATION-NORFOLK SOUTH RR	80,720.00
GWORCS	ANNUAL LICENSE - SIMPLE CITY	12,568.76
DES MOINES ASPHALT & PAVE	POT HOLE REPAIR	189.15
UMB BANK, N.A.	YEARLY FEE GO REF BDS 2020B	600
MENARDS GRIMES	PW TRAINING ROOM/SUPPLIES	2,121.79
MI-FIBER, LLC	PHONE GCC	424.6
BOLTON AND MENK INC	HWY 44 & SW CO LN RD INTERSECT	37,945.50
BOOT BARN	SAFETY - KANEALY	160.19
BULK TRANSPORT CO EAST	LIME DELIVERY	1,997.44
VALMONT INDUSTRIES INC	HWY 141/HWY 44 TRAF SIGNAL PL	37,186.00
SHANK CONSTRUCTORS INC	RO WATER TREATMENT PLANT	144,101.70
VOYA	DEFER COMP PRE	3,893.50
FOTH INFRASTRUCURE & ENV	JAMES ST CORRIDOR STUDY	5,384.56
JETSURGE OF IOWA	JETTING AT WATER PLANT	950
AIG	DEFER COMP PRE	582.5
HORACE MANN	DEFER COMP ROTH	275
MASSMUTUAL	DEFER COMP PRE	1,300.00
CHRISTENSEN DEVELOP 1 LLC	LIBRARY CONSULTING	10,000.00
NILLES ASSOCIATES	KENNYBRK S DETENTION BASIN	32,817.50
ELECTRIC PUMP	MECHANICAL MIXER/SEWER TRMT PT	5,461.00
THE BARN, LLC	PITCHING MOUNDS	2,589.90
MICROMARKETING LLC	MATERIALS	114.74
ANKENY SANITATION	GARBAGE & RECYCLE	2,397.11
TRANSIT WORKS	GPS UNIT	15,330.43
ON TRACK CONSTRUCTION, LC	NW TER LIFT STATION & FORCE MN	347,423.18

SCHULZ MARK	MILEAGE TO LEADERSHIP TRAINING	115.36
NORTHERN TOOL & EQUIPMENT	REPAIR PORTABLE GENERATOR	111
REG MKTG & LOGISTIC GROUP	FUEL	3,234.61
IRRIGATION-IA, LLC	S SPT CMLPX IRR PROJECT	34,962.99
EBS	INS- PRE-TAX	3,166.53
SYNERGY FIRE & SAFETY	SLUDGE HAULING	4,249.08
HALBROOK EXCAVATING, INC	KNYBRK S BASIN IMPROVEMENTS	146,228.75
KLYN RENEE	FACILITY DEPOSIT REFUND	100
LEACHMAN LUMBER COMPANY	PW TRAINING ROOM	20,357.12
INTERNATIONAL CODE COUNCL	CODE BOOKS	422
BUTZKE BURCH CONSTRUCTION	HR IT REMODEL	11,431.25
WILLSON ROBERT C.	SILKWOOD AREA DRAINAGE EASEMNT	2,000.00
NATHWANI MANISH S	SILKWOOD AREA DRAINAGE EASEMNT	500
INTERSTATE POWER SYSTEMS	REPAIR E371 TRANSMISSION ISSUE	1,070.73
BRINE MASTERS, LLC	BRINE BLENDING SYSTEM	32,896.00
HOY'S TREE FARM	NW TRRTY LFT STATION/TREES	3,500.00
TEMPLE OF DES MOINES	TEMPLE OF DES MOINES REIMBURSE	4,000.00
BRADSHAW FOWLER PROCTOR	LEGAL FEES-LIBRARY PROJECT	2,476.00
WALDINGER CORPORATION	REPAIR MAU #2 IN WASTE WATER	773.58
FALCON FIRE PROTECTION DI	TATMAN FFCO-21-2423:1	2,092.00
TWO RIVERS GLASS & DOOR	HR IT REMODEL	3,540.00
ROWE & BAKER PAINTING LLC	HR IT REMODEL	4,183.00
BAKER INTERIOR SYSTEMS	HR IT REMODEL	1,210.60
HEARTLAND DOOR & FRAME	HR IT REMODEL	4,130.00
DUBAY MARK & LORI	SILKWOOD DRAINAGE PROJECT	500
PHILLIPS' FLOORS INC	HR IT REMODEL	3,026.00
THE WEITZ COMPANY	LIBRARY PRECONSTRUCTION SERVIC	20,000.00
DEPOSIT REFUNDS	REFUND DATE 11/02/2021	4,643.71
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	<u>120,554.72</u>
	CLAIMS TOTAL	2,164,772.48
	GENERAL FUND	246,509.43
	LIBRARY FUND FUND	30,989.59
	FIRE/RESCUE AUXILIARY FUND	61.03
	ROAD USE TAX FUND	77,828.08
	EMPLOYEE BENEFITS FUND	11,274.75
	DEBT SERVICE FUND	600
	CP - STORM WATER FUND	105,124.48
	CP - GRIMES COMMUNITY COM FUND	27,520.85
	KENNYBROOK PK WQI IMPRV FUND	176,546.25
	CP-Water Plant Exp 2019 FUND	144,101.70
	WRA SANI SEWER CONNECTION FUND	30,110.00
	NW TERRITORY LIFT STATION FUND	260,449.38
	HWY44 & COUNTY LN RD 2020 FUND	35,299.50
	SE 11th ST RR/James 2019 FUND	82,025.00
	HWY 141 & HWY 44 SIGNAL FUND	298,157.37
	HWY 44 STUDY FUND	6,971.00
	JAMES ST CORRIDOR STUDY FUND	5,384.56
	N SPORTS COMPLEX PARKING FUND	178,207.27
	GRIMES LIBRARY BLDG FUND FUND	32,476.00
	S CMLPX IRRIGATION PROJ FUND	34,962.99
	EMERGENCY WATER MAIN FUND	75,315.31
	WATER FUND	170,638.44
	WATER DEPOSITS FUND	4,602.39
	SEWER FUND	95,940.96
	LANDFILL/GARBAGE FUND	19,990.38
	STORM WATER FUND	<u>13,685.77</u>
		2,164,772.48



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of November 9, 2021

AGENDA HEADING:

Second Reading – Ordinance 755 Grimes Industrial Rezone

SYNOPSIS:

The applicant is requesting approval of a rezoning from A-1 to M-1A for approximately 78.64 acres generally located south of SE 37th Street and east of South James Street. The rezoning will allow for commercial and light industrial uses. The proposed concept for the development is similar to Prairie Business Park to the west of the subject property.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

First Reading of Ordinance 755 – 10/26/2021

BOARD/COMMISSION ACTION(S):

Recommendation of Approval, Planning and Zoning, 10/05/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the rezone for Grimes Industrial, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: October 5, 2021
RE: Grimes Industrial – Rezoning

GENERAL INFORMATION:

Applicant:

ATI Capitol

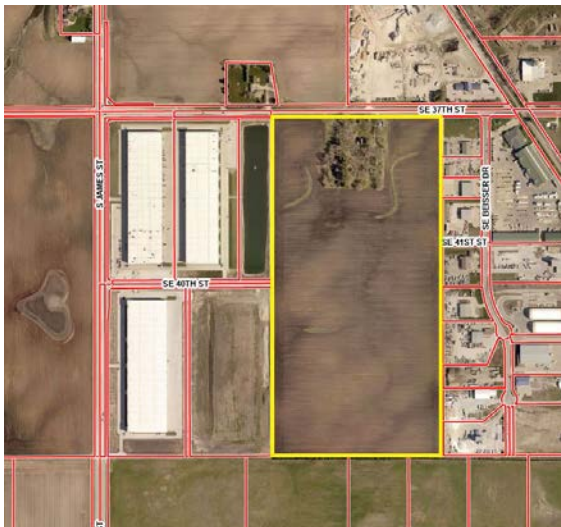
Requested Action

Rezoning

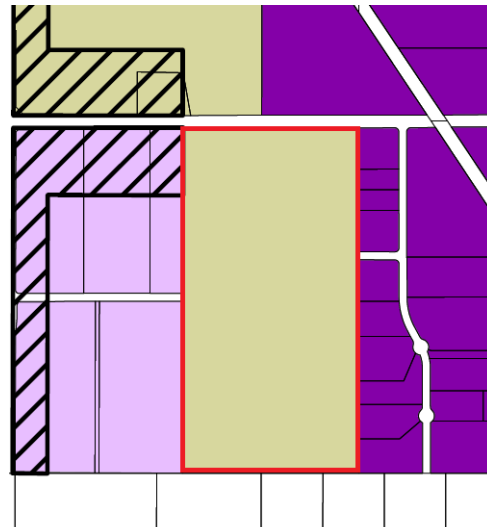
Location

Generally located south of SE 37th Street and east of 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	Business Park	A-1
North	Vacant/Heavy Industrial	Business Park/General Industrial	A-1/M-3
South	Vacant	Urbandale	Urbandale
East	Heavy Industrial	General Industrial	M-3
West	Light Industrial	Business Park	M-1A

BACKGROUND:

The applicant is requesting approval of a rezoning from A-1 to M-1A for approximately 78.64 acres generally located south of SE 37th Street and east of South James Street. The rezoning will allow for commercial and light industrial uses. The proposed concept for the development is similar to Prairie Business Park to the west of the subject property.

ANALYSIS:*Land Use:*

The applicant desires to rezone the property to M-1A to provide large flex warehouse buildings with loading/dock areas. Outdoor storage is desired within the site. However, areas for outdoor storage will be limited to the loading corridors and screened from right-of-way and neighboring property. Staff has proposed that outdoor storage be limited to property south of SE 41st Street but have not received feedback from the applicant yet as we are still working on the development agreement.

Site Layout:

The concept plan shows two public streets: the extension of SE 41st Street and a new north/south road connection between SE 37th and SE 41st Streets. Large flex warehouse buildings are proposed on the site with parking and store fronts on one side of the building and loading areas on the other, similar to Prairie Business Park.

Sidewalks will be provided along the public streets.

Stormwater basins are anticipated to be provided for each individual lot.

Landscaping/Streetscape:

Landscape buffers will be provided between outdoor storage areas and the public right-of-way and to shield loading areas from view.

Utilities:

Sanitary and water will be extended into the development from SE 37th and SE 40th Street.

STAFF RECOMMENDATION:

Staff would recommend approval of the Grimes Industrial 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

September 8, 2021

McClure

Attn: Trent Smith

1360 NW 121st St

Clive, IA 50325

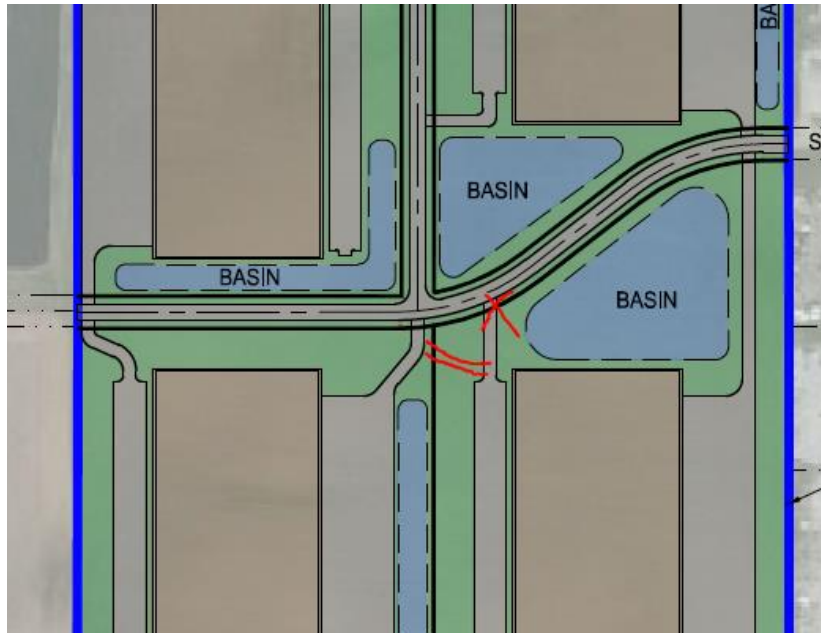
RE: Grimes Industrial Rezone

Dear Mr. Smith:

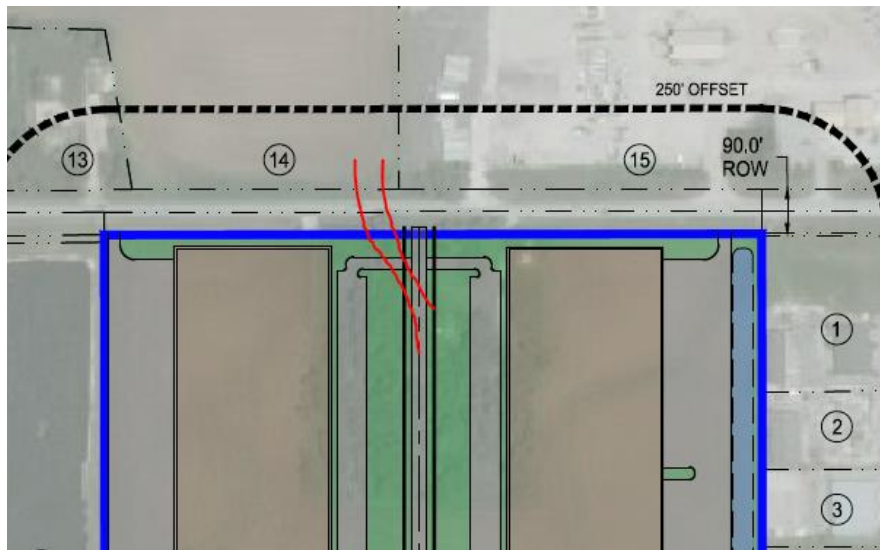
The Development Services Department is in receipt of a proposed Rezoning for the Grimes Industrial. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

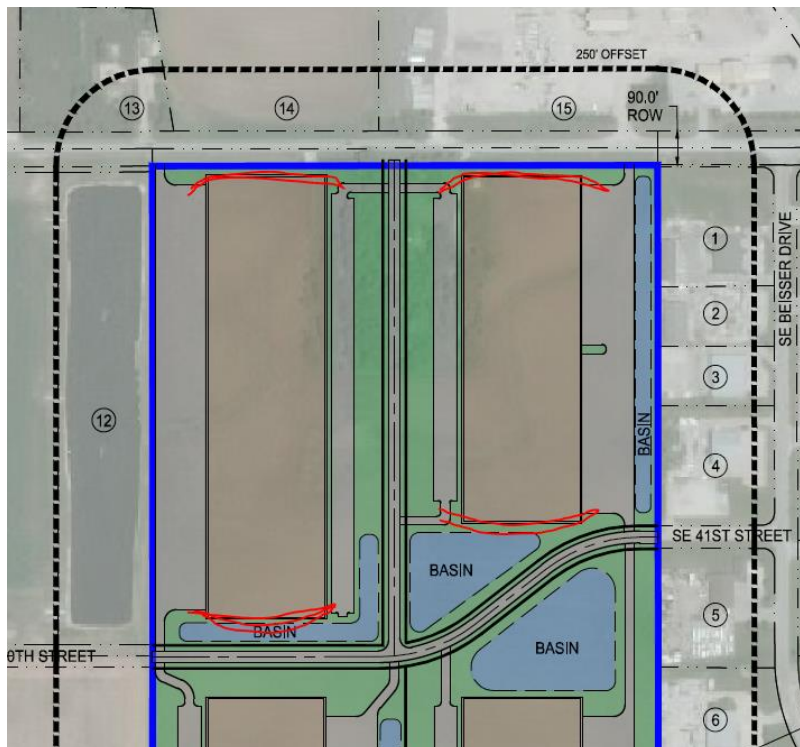
- ~~1. Staff questions if the detention basins can be combined into one pond for the development. Combining the ponds could allow for more efficient layout of the development.~~
- ~~2. The access points on SE 37th St are generally acceptable. The east or west drive may be RI/RO in the future so just keep that in mind.~~
- ~~3. Staff is questioning if the orientation of the south buildings should be similar to the north buildings with the loading docks on the outer edges of the development. It would provide continuity in the development and coordinate traffic movements.~~
- ~~4. Landscape buffering will be required along the west side of the northwest building to provide screening of the dock area from SE 37th St and R&R's property. If the orientation of the south buildings is switched, screening would be required on the west side of the southwest building as well.~~
5. Please provide a shared drive into the south buildings at the end of the north/south road and remove the driveway access to the east, similar to what is shown below.



6. ~~Are the buildings proposed to be warehouse or flex? The parking needs differ for each use. Staff would suggest using a combination of warehouse and flex. The site plan would need to provide parking accordingly.~~
7. ~~Outdoor storage could be permitted. However, specific storage areas will need to be determined on the site and will need to be screened. Storage will not be permitted along 37th St or 41st St or along the storefront side of the buildings.~~
8. ~~Label 15' ROW dedication for SE 37th St.~~
9. Have you had any conversations with CTI about the road alignment to the north?
Please locate the public street in the property line or curve the north/south road to the west so a potential north extension of the road can be located completely off of the CTI site.



10. Provide connection along the building sides to connect the parking and loading areas (shown in red below). This will provide internal connections within the site which will prevent people from having to exit out on to the public street and will provide better access for the fire department. The fire department cannot have dead ends longer than 150' without a turn around.



~~11. FYI the buildings will likely need to shrink in order to provide the required building and pavement setbacks. This can be reviewed with the preliminary plat and site plan.~~

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: ~~September 8, 2021~~
September 15, 2021
(1 PDF of Rezoning Map and Concept Plan)

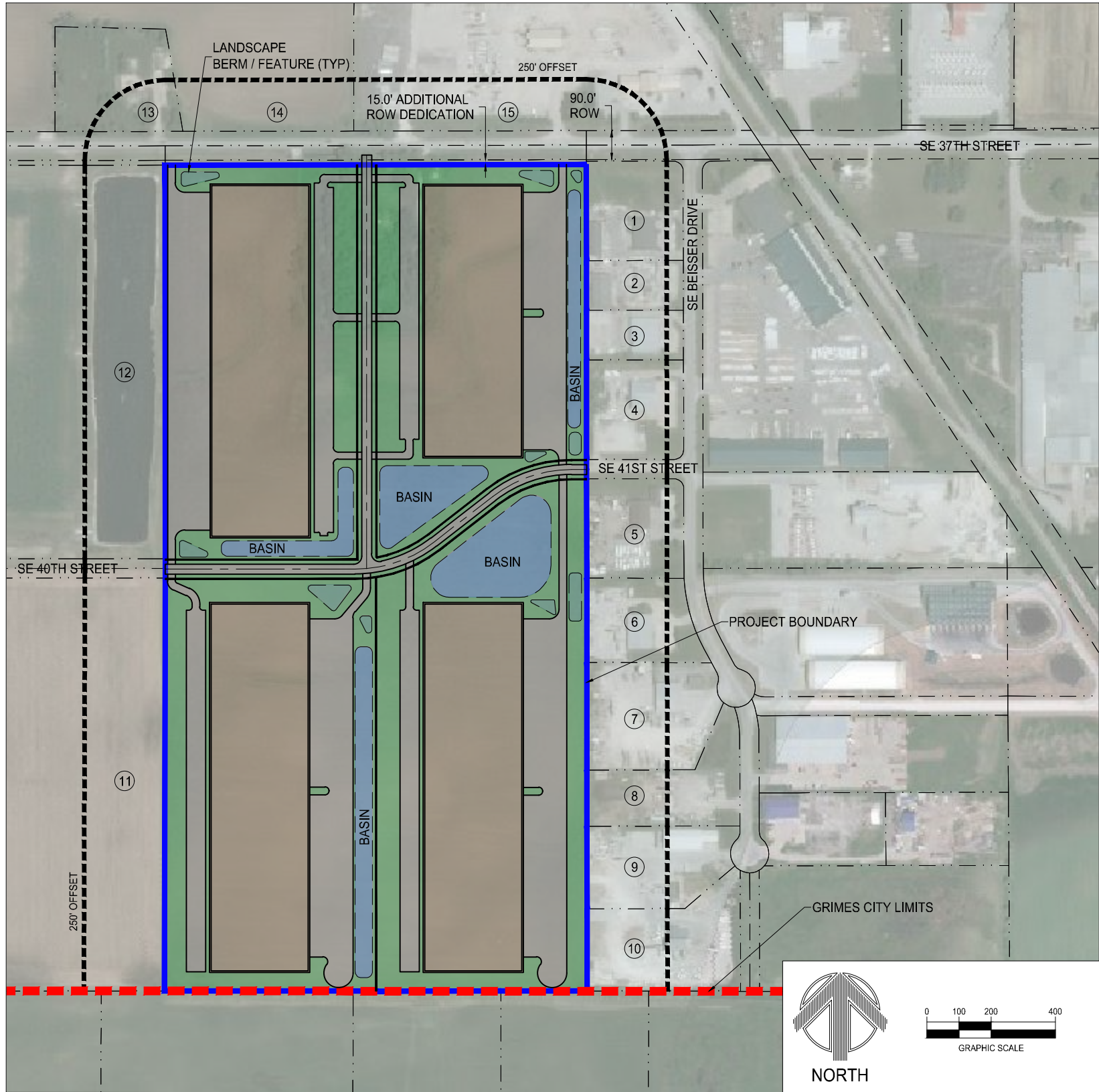
PLANNING & ZONING: October 5, 2021 at 5:30

COUNCIL MEETING: October 26, 2021 at 5:30

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



Rezoning Area Description

The East One Half of the Northwest Quarter (E 1/2 NW 1/4) of Section 17, Township 79 North, Range 25 West of the 5th P.M., Polk County, Iowa except roadways of record.

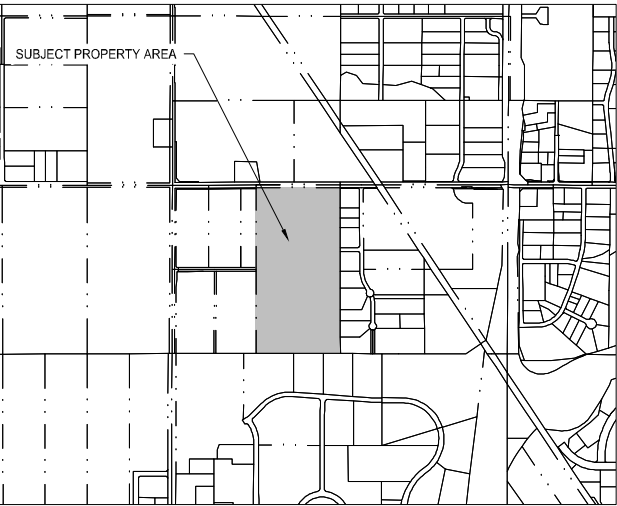
Rezoning Exhibit
FOR
GRIMES INDUSTRIAL
GRIMES, Iowa

Owner
Ralph L Obert Jr (Trustee)
6684 Newland St
Arvada, CO 80003

Applicant
ATI Capitol
110 SE Grant Street
Suite #101
Ankeny, IA 50021

Engineer
McClure Engineering Company
1360 NW 121st Street
Clive, IA 50325

Zoning
Existing - A-1 (78.14 acres)
Proposed - M-1A (78.14 acres)



Vicinity Sketch
Scale: 1" = 1,500'

Rezoning Table

Parcel Number	Name of Property Owner	Legal Description	Parcel Number	Mailing Address	Total Area of Property	Area within 250' of rezoning	% of Area within 250' of rezoning
1	Partners Property LLC	LOT 1 GROSS COMMERCIAL	7025-17-200-008	7025 Western Pkwy 576 310' x 108' 0" Des Moines A 50326	92,805 sq ft	77,448 sq ft	83.4%
2	Partners Property LLC	EX PARCELS 4 & 5 PARCELS 303 & 305 SE COR TH 1/4 SEC 17 T 79 N R 25 W POLK CO IOWA 185.038 E 300.045 S 154.957' TO POS. LT 2 GATEWAY COMMERCIAL	7025-17-200-020	7025 Western Pkwy 576 310' x 108' 0" Des Moines A 50326	46,476 sq ft	38,679 sq ft	83.2%
3	Grimes Industrial Group, Inc. and Development Trust	PARCELS 4 & 5 PARCELS 303 & 305 SE COR TH 1/4 SEC 17 T 79 N R 25 W POLK CO IOWA 185.038 E 300.045 S 154.957' TO POS. LT 2 GATEWAY COMMERCIAL	7025-17-200-021	5681 University Ave Clive A 50324	46,476 sq ft	38,710 sq ft	83.3%
4	Grimes Industrial Group, Inc.	LOT 3 GROSS COMMERCIAL	7025-17-200-010	1005 S River Clive A 50324	92,805 sq ft	77,454 sq ft	83.4%
5	Grimes Industrial Group, Inc.	LOT 4 GROSS COMMERCIAL	7025-17-200-011	1153 E on Griss Dr Clive A 50324	92,813 sq ft	77,448 sq ft	83.4%
6	Partners Property LLC	LOT 1 GROSS COMMERCIAL	7025-17-200-015	7025 Western Pkwy 576 310' x 108' 0" Des Moines A 50326	92,805 sq ft	66,871 sq ft	72.1%
7	Grimes Industrial Group, Inc.	LOT 2 GROSS COMMERCIAL	7025-17-200-017	5163 Griss Dr Clive A 50324	100,708 sq ft	69,848 sq ft	69.4%
8	Grimes Industrial Group, Inc.	LOT 3 GROSS COMMERCIAL	7025-17-200-026	4300 SE Griss Dr Clive A 50111	101,930 sq ft	49,749 sq ft	49.0%
9	Grimes Industrial Group, Inc.	LOT 4 GROSS COMMERCIAL	7025-17-200-030	10012 Pughman Dr Clive A 50323	109,028 sq ft	64,023 sq ft	58.7%
10	Grimes Industrial Group, Inc.	EX 303 & 305 SE COR TH 1/4 SEC 17 T 79 N R 25 W POLK CO IOWA 185.038 E 300.045 S 154.957' TO POS. LT 2 GATEWAY COMMERCIAL	7025-17-200-031	10012 Pughman Dr Clive A 50323	135,471 sq ft	64,066 sq ft	47.3%
11	Partners Property LLC	LOT 2 GROSS COMMERCIAL	7025-17-151-003	10801 17th Ave Clive A 50320	803,858 sq ft	351,450 sq ft	43.7%
12	Partners Property LLC	LOT 1 GROSS COMMERCIAL	7025-17-151-007	10801 17th Ave Clive A 50320	301,438 sq ft	301,438 sq ft	100%
13	Grimes Industrial Group, Inc.	LOT 3 GROSS COMMERCIAL	7025-17-300-004	455 SE 37th St Grimes A 50111	110,740 sq ft	33,779 sq ft	30.5%
14	Grimes Industrial Group, Inc.	EX 303 & 305 SE COR TH 1/4 SEC 17 T 79 N R 25 W POLK CO IOWA 185.038 E 300.045 S 154.957' TO POS. LT 2 GATEWAY COMMERCIAL	7025-17-300-010	2504 S on Griss Dr Clive A 50111	2,231,495 sq ft	87,001 sq ft	3.9%
15	Grimes Industrial Group, Inc.	EX 303 & 305 SE COR TH 1/4 SEC 17 T 79 N R 25 W POLK CO IOWA 185.038 E 300.045 S 154.957' TO POS. LT 2 GATEWAY COMMERCIAL	7025-17-300-009	1001 SE 37th St Grimes A 50111	1,031,068 sq ft	142,809 sq ft	13.8%

ZONING TABLE NOTES:
1) RIGHT-OF-WAY AREA IS NOT INCLUDED
2) OWNERSHIP INFORMATION PROVIDED VIA POLK COUNTY ASSESSOR
3) AREA WITHIN 250' OF REZONING IS PROVIDED BASED ON GIS PARCEL LINE DATA



building strong communities.

1360 NW 121st Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

NOTICE:
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

COPYRIGHT:
Copyright and property rights in these documents are expressly reserved by McClure Engineering Company. No reproductions, changes, or copies in any manner shall be made without obtaining prior written consent from McClure Engineering Company.

PRELIMINARY

REZONING EXHIBIT



GRIMES INDUSTRIAL
SITE PLAN

GRIMES, IOWA
211031-000
AUGUST 18, 2021
REVISIONS
SEPTEMBER 2, 2021
SEPTEMBER 15, 2021

ENGINEER
T. SMITH
DRAWN BY
T.LS

CHECKED BY
C. SMITH
FIELD BOOK NO.

DRAWING NO.
1
SHEET NO.
1 / 1



ORDINANCE #755

AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 165.47 TO PROVIDE FOR THE FOLLOWING REZONING REQUEST FOR GRIMES INDUSTRIAL:

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 78.64 acres legally described on Exhibit A (the "Property") from A-1 (Agricultural District) to M-1A (Commercial and Limited Light Industrial District).

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 M-1A 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 ATI Capitol. 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 2021 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 and approved by the City Council on this _____ day of _____ 20__.

ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

Exhibit A

Legal Description of Property

The East One Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 17, Township 79 North, Range 25 West of the 5th P.M., Polk County, Iowa except roadways of record.



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of November 9, 2021

AGENDA HEADING:

Second Reading – Ordinance 754 Willow Hills North Rezone

SYNOPSIS:

The applicant is requesting approval of a rezoning from A-1 to R-1 and R-2 for approximately 40 acres generally located north of NW 27th Street just north of the Willow Hills subdivision. The rezoning will allow for single-family lots and public park.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Annexation – 2020

First Reading Ordinance 754 – 10/26/2021

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 10/05/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the rezone for Willow Hills North, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: October 5, 2021
RE: Willow Hills North – Rezoning

GENERAL INFORMATION:

Applicant:

ATI Capitol

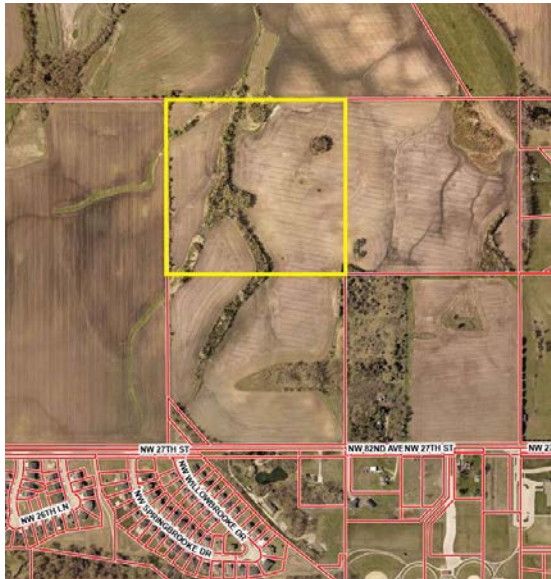
Requested Action

Rezoning

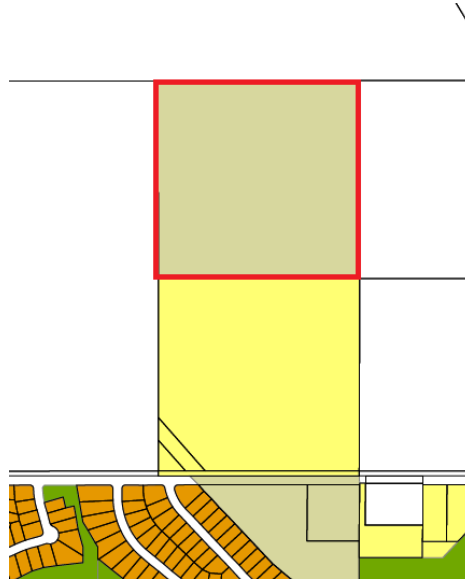
Location

Generally located north of NW 27th Street
just north of the Willow Hills subdivision

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Urban Reserve	A-1
North	Vacant	No designation assigned	Polk County Agricultural District
South	Single-Family	Low Density Residential	R-1
East	Vacant	Urban Reserve	Polk County Agricultural District
West	Vacant	Urban Reserve	Polk County Agricultural District

BACKGROUND:

The applicant is requesting approval of a rezoning from A-1 to R-1 and R-2 for approximately 40 acres generally located north of NW 27th Street just north of the Willow Hills subdivision. The rezoning will allow for single-family lots and public park.

ANALYSIS:

The applicant desires to subdivide the approximately 40-acre property into 87 single family lots and two outlots for parkland dedication. Two zoning districts are requested to provide a variety of price points and diversification within the development. The outlot for parkland dedication totals 6.75 acres.

The future land use plan calls for this area to be Urban Reserve. Due to the recent construction of single-family lots to the south, staff is supportive of the change of land use to low density residential.

The Development Agreement for the project is proposed to include the following development standards:

- R-1 Lots
 - o Minimum Lot Width: 75'
 - o Setbacks:
 - Front: 35'
 - Side: 7' single-story, 10' two-story
 - Rear: 35'
 - o Maximum Height: 35'
 - o Minimum Living Area:
 - One-story: 1,600 sf
 - One and one-half story: 1,800 sf
 - Two story or above: 2,000 sf
 - o Garage Size: 3-car

- R-2 Lots Across from R-1 lots
 - o Minimum Lot Width: 70'
 - o Setbacks:
 - Front: 30'
 - Side: 7' single-story, 10' two-story
 - Rear: 25'
 - o Maximum Height: 35'
 - o Minimum Living Area:
 - One-story: 1,450 sf
 - One and one-half story: 1,650 sf
 - Two-story: 1,800 sf
 - o Garage Size: 3-car
- R-2 Lots Across from R-2 Lots
 - o Minimum Lot Width: 70'
 - o Setbacks:
 - Front: 30'
 - Side: 7' single-story, 10' two-story
 - Rear: 25'
 - o Maximum Height: 35'
 - o Minimum Living Area:
 - One-story: 1,350 sf
 - One and one-half story: 1,650 sf
 - Two-story: 1,650 sf
 - o Garage Size: 2 or 3-car

Site Layout:

The concept plan shows two access points into the development from the Willow Hills subdivision, and six future street connections to the east, west and north. A trail will be provided through the parkland and connect to the trail around the Willow Hills basin.

Utilities:

A sanitary sewer for the project will follow the sanitary sewer plan that was established for the area. Sanitary sewer will connect to the Willow Hills subdivision to the south and to the Northwest Territory lift station that is currently under construction to the east of the subject site. Water will connect to the existing mains within the Willow Hills subdivision.

STAFF RECOMMENDATION:

Staff would recommend approval of the Willow Hills North 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

~~September 1, 2021~~
September 27, 2021

McClure

Attn: Jake Becker
1360 NW 121st St
Clive, IA 50325

RE: Willow Hills North Rezone

Dear Mr. Becker:

The Development Services Department is in receipt of a proposed Rezoning for Willow Hills North. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Label detention pond locations.~~
2. Label trail locations. The trail will need to connect to the existing trail in Willow Hills and travel north through the parkland to the north boundary of the project. The layout shown does not need to be the exact but should show the general connection from north to south. Trail connections between lots should be provided to connect the trail to the public street.
- ~~3. Please provide a 30' trail corridor in the area shown in blue. Staff would like to create a more prominent entrance into the park.~~

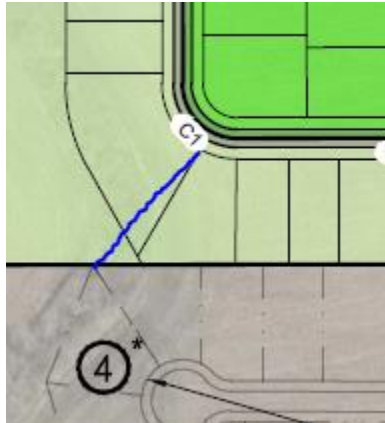


4. Please provide a park corridor to the north to connect to future park development and continue the trail to the north property line.



5. Label the sanitary and water locations. Water may need to be loop from the cul-de-sac back to the NW Brookside or the E/W road.
6. Staff questions if the alignment of NW Brookside Dr can be curved to help alleviate concerns with traffic speeds.

7. Please adjust the lots lines at the SE corner of the park to square off the area as shown below. The current drawing creates an odd area for the city to maintain.



8. Is the area at the NW corner of the property intended to be a portion of a future lot? Since ATI does not own the property to the west, the area should be one lot.



9. The lot width shown for R-1 and R-2 appear to be the same. Please adjust the widths accordingly.
10. Provide reasoning for the R-2 zoning. Is R-2 requested because of the lot width? Only single family will be permitted on the lots. Are the homes intended to be smaller than homes on the R-1 lots?
11. Please provide intended living area and garage sizes for R-1 and R-2.
12. Is a traffic circle intended at the NW intersection?



13. Please label the acreage of the parkland.

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: September 8, 2021
(1 PDF of Rezoning Map and Concept Plan)

PLANNING & ZONING: October 5, 2021 at 5:30

COUNCIL MEETING: October 26, 2021 at 5:30

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

Rezoning Exhibit
FOR
Willow Hills North
Grimes, Iowa

Owner
Lemar Koethe
6000 Douglas Ave, Suite 210
Des Moines, IA 50322

Developer
ATI Group
110 SE Grant Street, Suite #101
Ankeny, IA 50021

Zoning
Existing - A-1 Agricultural District
(40.37 acres)
Proposed - R-1 Single Family Dwelling District
(27.30 acres)
R-2 Single and Two Family Dwelling
District
(13.07 acres)

Parcel Number	Name of Property Owner	Legal Description	Parcel Number	Mailing Address	Total Area of Property	Area within 250' of rezoning	% of Area within 250' of rezoning
1	Brenton Brothers Inc	BEG SW COR SEC 19 THIN N 4260.94F SELY 463.2F 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 LESS .025A RD SEC 19-80-25	8025-19-300-001	POB 190 Dallas Center, IA 50063	8,237,631 sf	429,703 sf	28.2%
2	Lemar Koethe	NW 1/4 NE 1/4 SEC 30-80-25	8025-30-200-001	6000 Douglas Ave, Ste 210 Des Moines, IA 50322	1,742,400 sf	330,728 sf	21.7%
3	Douglas & Diane Wilson	SW 1/4 NE 1/4 LESS 1.39 A ROAD SEC 30-80-25	8025-30-200-003	13423 NW 82nd Ave Grimes, IA 50111	1,681,851 sf	49,042 sf	3.2%
4	Willow Hills LLC	SE 1/4 NW FRL 1/4 LYG NE OF RY LESS RD SEC 30-80-25	8025-30-100-005	3405 SE Crossroads Dr Ste C Grimes, IA 50111	1,676,292 sf	332,453 sf	21.8%
5	Bauman Creek Investments LLC	W FRL 1/2 NW FRL 1/4 LESS 3.39A RD SEC 30-80-25	8025-30-100-001	1005 S 12th St Adel, IA 50003	3,688,095 sf	380,051 sf	25.0%

ZONING TABLE NOTES:
1) RIGHT-OF-WAY AREA IS NOT INCLUDED
2) CITY OF GRIMES OWNED PROPERTY THAT IS NOT ROW IS INCLUDED (IE, PARKLAND, GREENBELTS, ETC.)
3) OWNERSHIP INFORMATION PROVIDED VIA POLK COUNTY GIS AS OF 8/17/2021
4) AREA WITHIN 250' OF REZONING IS PROVIDED BASED ON GIS PARCEL LINE DATA AND SURVEY DATA

R-1 Zoning Area Description

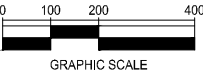
THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; EXCEPT THE AREA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°14'08" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 183.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'28" WEST, 459.60 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 80.00 FEET, WHOSE ARC LENGTH IS 125.66 FEET AND WHOSE CHORD BEARS NORTH 45°06'32" WEST, 113.14 FEET; THENCE NORTH 00°06'32" WEST, 525.53 FEET; THENCE NORTH 49°44'55" WEST, 292.00 FEET; THENCE NORTH 00°06'32" WEST, 160.00 FEET; THENCE NORTH 89°53'28" EAST, 759.98 FEET TO SAID EAST LINE; THENCE SOUTH 00°14'08" EAST ALONG SAID EAST LINE, 954.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.30 ACRES.

R-2 Zoning Area Description

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

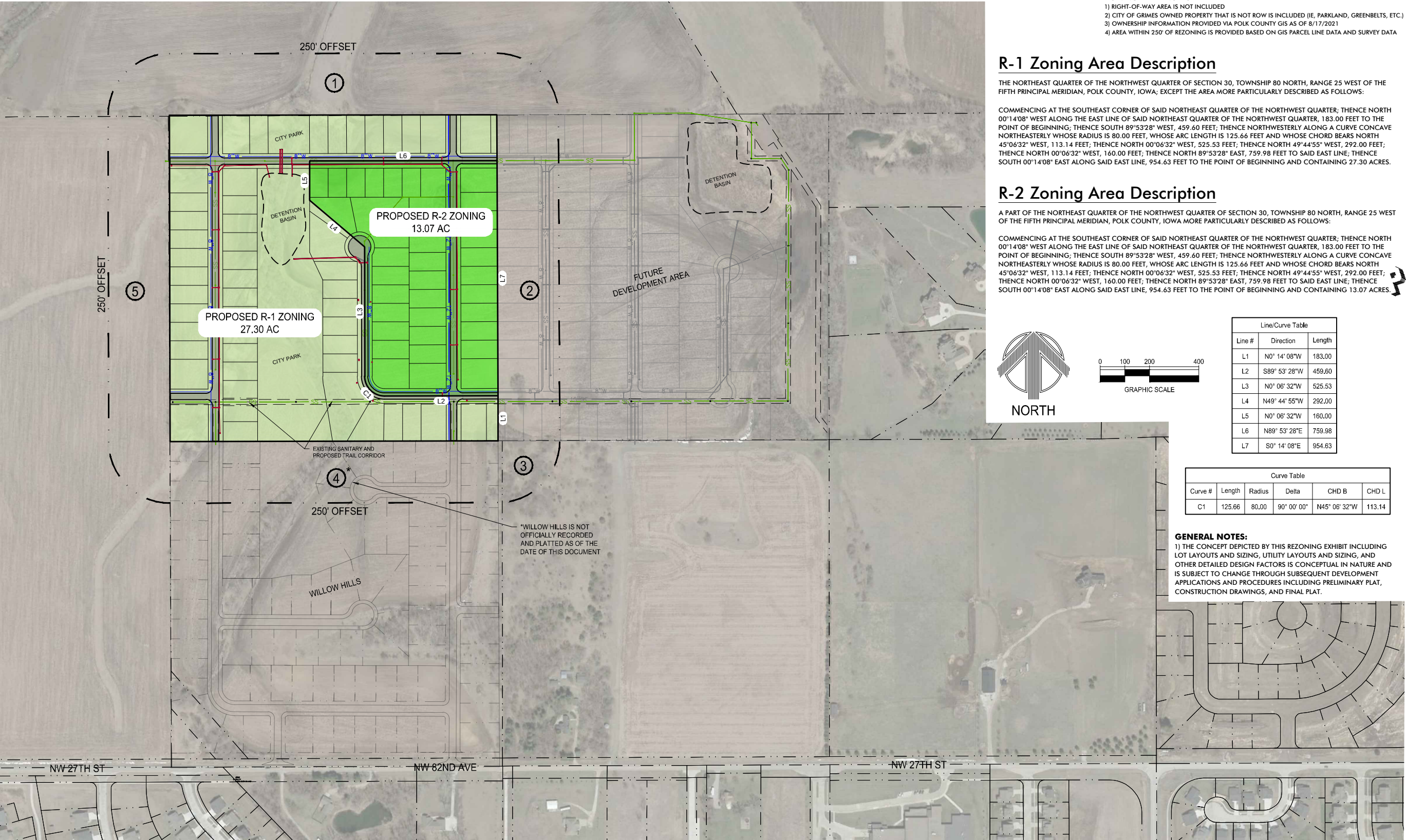
COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°14'08" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 183.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'28" WEST, 459.60 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 80.00 FEET, WHOSE ARC LENGTH IS 125.66 FEET AND WHOSE CHORD BEARS NORTH 45°06'32" WEST, 113.14 FEET; THENCE NORTH 00°06'32" WEST, 525.53 FEET; THENCE NORTH 49°44'55" WEST, 292.00 FEET; THENCE NORTH 00°06'32" WEST, 160.00 FEET; THENCE NORTH 89°53'28" EAST, 759.98 FEET TO SAID EAST LINE; THENCE SOUTH 00°14'08" EAST ALONG SAID EAST LINE, 954.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.07 ACRES.



Line/Curve Table		
Line #	Direction	Length
L1	N0° 14' 08"W	183.00
L2	S89° 53' 28"W	459.60
L3	N0° 06' 32"W	525.53
L4	N49° 44' 55"W	292.00
L5	N0° 06' 32"W	160.00
L6	N89° 53' 28"E	759.98
L7	S0° 14' 08"E	954.63

Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C1	125.66	80.00	90° 00' 00"	N45° 06' 32"W	113.14

GENERAL NOTES:
1) THE CONCEPT DEPICTED BY THIS REZONING EXHIBIT INCLUDING LOT LAYOUTS AND SIZING, UTILITY LAYOUTS AND SIZING, AND OTHER DETAILED DESIGN FACTORS IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE THROUGH SUBSEQUENT DEVELOPMENT APPLICATIONS AND PROCEDURES INCLUDING PRELIMINARY PLAT, CONSTRUCTION DRAWINGS, AND FINAL PLAT.



1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

NOTICE:
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

PRELIMINARY

WILLOW HILLS NORTH
REZONING EXHIBIT

GRIMES, IOWA
210851
AUGUST 23, 2021

REVISIONS
9/2/2021

ENGINEER
J. BECKER
DRAWN BY
J. BECKER
CHECKED BY
FIELD BOOK NO.

DRAWING NO.
RZ-01
SHEET NO.
1 / 1

McCLURE ENGINEERING COMPANY



ORDINANCE #754

AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 165.47 TO PROVIDE FOR THE FOLLOWING REZONING REQUEST FOR WILLOW HILLS NORTH:

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 40 acres legally described on Exhibit A (the "Property") from A-1 (Agricultural District) to R-1 (Single Family Dwelling District) and R-2 (Single- and Two-Family Dwelling District).

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-1 and R-2 Zoning Classifications. Said restrictions are set forth in the Zoning Change and Development Agreement (the "Agreement") by and between the City of Grimes, Iowa, and ATI Capitol. 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 2021 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 and approved by the City Council on this _____ day of _____ 2021.

ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

Exhibit A

Legal Description of Property

R-1 REZONING AREA

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; EXCEPT THE AREA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°14'08" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 183.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'28" WEST, 459.60 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 80.00 FEET, WHOSE ARC LENGTH IS 125.66 FEET AND WHOSE CHORD BEARS NORTH 45°06'32" WEST, 113.14 FEET; THENCE NORTH 00°06'32" WEST, 525.53 FEET; THENCE NORTH 49°44'55" WEST, 292.00 FEET; THENCE NORTH 00°06'32" WEST, 160.00 FEET; THENCE NORTH 89°53'28" EAST, 759.98 FEET TO SAID EAST LINE; THENCE SOUTH 00°14'08" EAST ALONG SAID EAST LINE, 954.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.30 ACRES

R-2 REZONING AREA

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°14'08" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 183.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'28" WEST, 459.60 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 80.00 FEET, WHOSE ARC LENGTH IS 125.66 FEET AND WHOSE CHORD BEARS NORTH 45°06'32" WEST, 113.14 FEET; THENCE NORTH 00°06'32" WEST, 525.53 FEET; THENCE NORTH 49°44'55" WEST, 292.00 FEET; THENCE NORTH 00°06'32" WEST, 160.00 FEET; THENCE NORTH 89°53'28" EAST, 759.98 FEET TO SAID EAST LINE; THENCE SOUTH 00°14'08" EAST ALONG SAID EAST LINE, 954.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.07 ACRES

WHEN RECORDED RETURN TO:
Rochelle Williams
Grimes City Clerk
101 NE Harvey Street
Grimes, IA 50111

WILLOW HILLS NORTH ZONING CHANGE AND DEVELOPMENT AGREEMENT

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2021, by and between THE CITY OF GRIMES, IOWA, an Iowa municipal corporation (hereinafter referred to as "City"), and Lemar Koethe, (hereinafter referred to as "Property Owner").

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 (Agricultural District); and

WHEREAS, the Property Owner has submitted a master plan prepared by McClure Engineering Co. developing the Property for a single-family residential dwelling 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 (Agricultural District) to R-1 (Single Family Residential District) and R-2 (Single and Two Family Dwelling District), 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; and

WHEREAS, Property Owner and the City agree that any requirement not addressed in the following, shall be in conformance with the Grimes Zoning Ordinance.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Property Owners agree as follows:

1. Rezoning. The property shall be rezoned from A-1 to R-1 and R-2.
2. Master Plan. As required by the regulations, the property owner has submitted a master plan, as shown on "Exhibit B". 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) Platting of Lots. Property Owner agrees to obtain approval from the City of a final plat, which will subdivide all of the Property into lots and outlots (referred to herein individually as a “Lot” or collectively as the “Lots”. The development of the lots may be phased through the approval of multiple final plats.
- (b) Restriction on Uses. Notwithstanding that the property is zoned R-1 and R-2, the use of the Property shall be limited to single family dwelling units and permitted home occupations as defined in the City of Grimes Zoning Ordinance.
- (c) Declaration of Covenants, Restrictions and Easements. The Property Owner shall, at the time of final platting, record with the County recorder a declaration regarding the establishment of certain easements and the declaration of certain restrictions and covenants, including but not limited to, natural resource and open space preservation requirements, specific house and site design criteria, and the responsibility for maintenance of various individual and common area amenities. The declaration shall be subject to the review and reasonable approval of the City prior to its adoption.
- (d) Park Land Dedication. At the time of approval of the final plats for the Property, Property Owner shall dedicate, at no cost to the City, parkland in accordance with the Subdivision Regulations of the City Code. As shown on the Master Plan, 6.75 acres of parkland will be dedicated to the City satisfying the parkland dedication requirements for the development.
- (e) Bulk Regulations. The following bulk regulations shall be applicable as generally shown on the Master Plan.
 - i. Lot Dimensions.
 - (1) R-1 lots shall have a minimum lot width of seventy-five (75) feet, and a minimum lot area of eleven thousand (11,000) square feet shall be provided.
 - (2) R-2 lots shall have a minimum lot width of seventy (70) feet, and a minimum lot area of eleven thousand (8,500) square feet shall be provided.
 - ii. Setbacks.
 - (1) R-1 lots shall have a minimum thirty-five (35) foot front yard setback, a minimum thirty-five (35) rear yard setback, a minimum side yard setback of seven (7) feet and fourteen (14) total for single story and

one and one-half story dwellings, and a minimum side yard setback of ten (10) feet and twenty (20) total for two story and greater dwellings.

- (2) R-2 lots shall have a minimum thirty (30) foot front yard setback, a minimum twenty-five (25) rear yard setback, a minimum side yard setback of seven (7) feet and fourteen (14) total for single story and one and one-half story dwellings, and a minimum side yard setback of ten (10) feet and twenty (20) total for two story and greater dwellings.

iii. Height. All lots shall have a maximum building height of three (3) stories, or thirty-five (35) feet.

iv. Minimum Dwelling Size.

- (1) R-1 Lots: All one-story dwellings shall have a main floor finished area of not less than 1,600 square feet, all one and one-half story dwellings shall have finished floor areas of not less than 1,800 square feet and all multilevel dwellings, including but not limited to split-levels, two-story dwellings, and dwellings having more than two stories shall have finished floor areas of not less than 2,000 square feet.

- (2) R-2 Across from R-1 Lots: All one-story dwellings shall have a main floor finished area of not less than 1,450 square feet, all one and one-half story dwellings shall have finished floor areas of not less than 1,650 square feet and all multilevel dwellings, including but not limited to split-levels, two-story dwellings, and dwellings having more than two stories shall have finished floor areas of not less than 1,800 square feet.

- (3) R-2 Lots Across from R-2 Lots: All one-story dwellings shall have a main floor finished area of not less than 1,350 square feet, all one and one-half story dwellings shall have finished floor areas of not less than 1,650 square feet and all multilevel dwellings, including but not limited to split-levels, two-story dwellings, and dwellings having more than two stories shall have finished floor areas of not less than 1,650 square feet.

Unconditioned covered porches or decks and square footage in finished basements may not be counted towards minimum square footage requirement.

v. Garage.

- (1) R-1 Lots: A minimum three (3) car attached garage shall be provided on all homes.

(2) R-2 Lots Across from R-1 Lots: A minimum three (3) car attached garage shall be provided on all homes.

(3) R-2 Lots Across from R-2 lots: A minimum two (2) car attached garage shall be provided on all homes.

vi. Design Standards. Property owner agrees that all homes shall be constructed with James Hardi Plank, LP Smart Side siding, or a similar siding product that allows for customization of color, texture and material. Property owner further agrees that the use of brick, stone elements, embellished trim and other similar architectural details shall be used throughout the development to add differentiation and character between the units. Architectural grade asphalt shingles shall be required.

vii. Landscaping. A minimum of two trees shall be planted upon every lot within the development, with one of the required trees to be located in the front yard.

viii. Orientation. The driveways out to future stubbed street shall be avoided wherever possible.

3. Development Infrastructure. Property Owner agrees that certain public improvements are required as part of the development of the Property.

(a) Paving. Property owner agrees to install at its costs and dedicate to the City public streets as generally shown in the Master Plan.

(b) Temporary Turn Around Plan. A temporary turn around plan shall be provided with the preliminary plat.

(c) Water Main. Property Owner agrees to install at its cost and dedicate to the City eight (8) inch and twelve (12) inch water main, throughout the development as generally shown in the Master Plan.

(d) Sanitary Sewer. Property Owner agrees to install at its cost and dedicate to the City an eight (8) inch sanitary sewer main along the length of all public streets as generally shown in the Master Plan.

(e) Storm Water Management. City acknowledges and agrees that the required storm water management responsibilities associated with this Property will be satisfied by the construction of regional stormwater management facilities as shown on the Master Plan which will be dedicated to the City upon approval of the final plat. The Property Owner agrees to construct the regional stormwater management facilities at its sole cost in accordance with the construction plans and specifications approved by the City.

Prior to the construction and vegetated stabilization of at least seventy (70) of the single family lots identified within the Master Plan, the Property Owner agrees to maintain the stormwater management facilities shown on the Master Plan. Upon construction and vegetated stabilization of seventy (70) of the single family lots within the Master Plan, and restoration of the stormwater management facilities to the original design condition by the Property Owner, the City agrees to accept the stormwater management facilities as a public improvement and assume all maintenance responsibilities thereafter.

- (f) Trail. Property Owner agrees to install and dedicate to the City an eight (8) foot wide trail through the parkland designated on the Master Plan and connect said trail to the existing trail within the Willow Hills subdivision to the south.
 - (g) Sidewalk. 5-foot sidewalks shall be required on both sides of all public streets.
 - (h) Street Lighting. Property Owner agrees to install at its cost and dedicate to the City, streetlights along the public streets as shown in the Master Plan.
4. Development Fees. The following development fees shall be owed at the time of Final Plat.
- (a) Northern Territory Lift Station. \$1,513 per acre
 - (b) Northern Territory B \$2,442 per acre
5. Connection and Tapping Fees. The following connection and tapping fees shall be owed at the time of Building Permit.
- (a) Water. \$500.00 per dwelling unit
 - (b) Sewer. \$750.00 per dwelling unit
6. Maintenance Bonds. Prior to the City's acceptance of any public improvement to be constructed by Property Owner and dedicated to the City, Property Owner shall cause 4-year maintenance bonds to be issued to the City in connection with such public improvements.
7. 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.
8. 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.

9. Assignment. This agreement shall be assignable by the Property Owner to all heirs, successors, or other entities as identified by the Property Owner.
10. Amendment. This agreement shall not be amended, changed or modified without prior written consent of the City and Property Owner.
11. 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.
12. 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 set forth above.

(REMAINDER OF THIS PAGE INTENTIONAL LEFT BLANK; SIGNATURE PAGE FOLLOWS.)

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams, City Clerk

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 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 _____, 2021, 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 _____

Lemar Koethe

By: _____

Name: _____

Title: _____

STATE OF IOWA)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me personally known, who being by me duly sworn, did say that the _____ of _____ and that the instrument was signed on behalf of said Trust by authority of its Trustee; and that the Trustee acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Trust by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

Exhibit "A" - Legal Description of Property

R-1 REZONING AREA

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; EXCEPT THE AREA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°14'08" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 183.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'28" WEST, 459.60 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 80.00 FEET, WHOSE ARC LENGTH IS 125.66 FEET AND WHOSE CHORD BEARS NORTH 45°06'32" WEST, 113.14 FEET; THENCE NORTH 00°06'32" WEST, 525.53 FEET; THENCE NORTH 49°44'55" WEST, 292.00 FEET; THENCE NORTH 00°06'32" WEST, 160.00 FEET; THENCE NORTH 89°53'28" EAST, 759.98 FEET TO SAID EAST LINE; THENCE SOUTH 00°14'08" EAST ALONG SAID EAST LINE, 954.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.30 ACRES

R-2 REZONING AREA

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°14'08" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 183.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'28" WEST, 459.60 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 80.00 FEET, WHOSE ARC LENGTH IS 125.66 FEET AND WHOSE CHORD BEARS NORTH 45°06'32" WEST, 113.14 FEET; THENCE NORTH 00°06'32" WEST, 525.53 FEET; THENCE NORTH 49°44'55" WEST, 292.00 FEET; THENCE NORTH 00°06'32" WEST, 160.00 FEET; THENCE NORTH 89°53'28" EAST, 759.98 FEET TO SAID EAST LINE; THENCE SOUTH 00°14'08" EAST ALONG SAID EAST LINE, 954.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.07 ACRES

Exhibit “B” – Master Plan



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of November 9, 2021

AGENDA HEADING:

First Reading - Ordinance 756 Zoning Ordinance Amendment Regarding Format and Fees

SYNOPSIS:

With the anticipated transition of the Code of Ordinances from the current PDF online format, to the interactive EnCode solution that was acquired last year, staff has been reformatting the code into a Title, Section, Chapter format.

In doing so, we can more appropriately organize our codes and regulations, thus providing a better end user experience.

While re-formatting, Staff also removed all fees that are currently codified. If you recall, the City adopted its first fee schedule in 2019, which removed the reliance upon using the code as reference for fees.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of Ordinance 756.

Planning & Zoning Memo



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: November 2, 2021
RE: Zoning Ordinance Amendment
Regarding Format and Fees

INTRODUCTION:

Staff is restructuring the Grimes Zoning Ordinance to a new format organized by title, chapter and section. The new structure will group similar sections of regulations to improve the overall organization and flow of the ordinance. In addition, new sections can be added to the ordinance and placed within the appropriate group of regulations. With the current structure, new ordinance sections have to be added at the end of the ordinance or would require the entire ordinance to be renumbered.

The ordinance restructure is part of our effort with Encode to modernize the zoning ordinance and make it available in a searchable format online. The entire Code of Ordinances is proposed to be restructured in the same manner.

Staff has also cleaned up grammar and spelling issues throughout the zoning ordinance which will allow us to have a clean start once the ordinance is live in our online code viewer.

Fees within the zoning ordinance have been removed to avoid future code amendments as fees change over time. The City Council adopts a fee schedule by resolution from time to time so there is no need to include the fees within the zoning ordinance. As fees are adjusted over time, a new fee schedule will be adopted and staff can avoid the ordinance amendment process. The zoning ordinance will reference the City fee schedule rather than listing specific fees for permits, site plans, etc.

Staff has provided an outline showing the proposed structure of the zoning ordinance into titles, chapters, and sections along with a draft ordinance demonstrating the new structure, grammar edits, and fee removals. For your reference, the existing ordinances are provided. The regulations within the zoning ordinance have not changed with this ordinance amendment.

CITY OF GRIMES

Evann Martin
Assistant Planner

Title Number	Current Chapter Number	New Chapter Name and Number	Current Section Name and Number	New Section Number
Title 12 Zoning Regulations	165	12-1 Administration and Enforcement	165.01 Title	12-1-1
			165.02 Interpretation of Standards	12-1-2
			165.46 Violations and Penalties	12-1-3
			165.44 Amendments	12-1-4
			165.45 Zoning Administrator	12-1-5
		12-2 Board of Adjustment	165.37 Board of Adjustment	12-2-1
		12-3 Zoning Districts and Map	165.04 Establishment of Districts	12-3-1
			165.05 Boundaries and Official Map	12-3-2
			165.06 Zoning Classification Restrictions	12-3-3
			165.07 Future Annexation of Territory	12-3-4
			165.47 Amendments to Official Zoning Map	12-3-5
		12-4 Definitions	165.03 Definitions	12-4-1
		12-5 General Regulations	165.08 Conformance Required Generally	12-5-1
			165.16 Home Occupations	12-5-2
			165.09 Street Frontage Required	12-5-3
			165.10 Accessory Buildings	12-5-4
			165.11 Corner Lots	12-5-5
			165.12 Front Yard	12-5-6
			165.13 Required Yard Cannot Be Reduced	12-5-7
			165.52 Fences and Walls	12-5-8
			165.17 Prohibited Storage of Motor Vehicles	12-5-9
			165.19 Nonconforming Uses of Land, Nonconforming Structures, and Nonconforming Uses of Structures	12-5-10
			165.14 Permits Previously Issued	12-5-11
			165.15 Zoning Districts Dividing Property	12-5-12
		12-6 Agriculture Districts	165.20 A-1 District Regulations	12-6-1
		12-7 Residenital Districts	165.21 R-1 District Regulations	12-7-1
			165.22 R-2 District Regulations	12-7-2
			165.22A R-2 60 District Regulations	12-7-3
			165.22B R-2 70 District Regulations	12-7-4
			165.23 R-3 District Regulations	12-7-5
			165.23A R-3 Medium District Regulations	12-7-6
			165.23B R-3 High District Regulations	12-7-7
			165.25 R-5 District Regulations	12-7-8
		12-8 PUD Regulations	165.24 R-4 District Regulations	12-8-1
		12-9 Commercial Districts	165.26 C-1 District Regulations	12-9-1
			165.27 C-2 District Regulations	12-9-2
			165.28 C-3 District Regulations	12-9-3
		12-10 Industrial Districts	165.29 M-1 District Regulations	12-10-1
			165.30 M-1A District Regulations	12-10-2
			165.31 M-2 District Regulations	12-10-3
			165.32 M-3 District Regulations	12-10-4
		12-11 Overlay Districts	165A Highway 141 Mixed Use Development Corridor District	12-11-1
			165B Transportation Corridor Mixed Use Development Overlay District	12-11-2
		12-12 Bulk Regulations	165.48 Bulk Requirements Table	12-12-1
			165.49 Internal Bulk Requirements Table	12-12-2
		12-13 Architecture Regulations	165.51 Architectural Design Requirements	12-13-1
		12-14 Sign Regulations	165.18 Signs	12-14-1
		12-15 Parking Regulations	165.34 Off-Street Parking, Circulation, and Loading	12-15-1
		12-16 Flood Control	165.33 FPM (Flood Plain Management) District Regulations	12-16-1
		12-17 Site Plan Regulations	165.38 Site Plan	12-17-1
			165.42 Certificate of Zoning Compliance	12-17-2
			165.43 Plats	12-17-3
		12-18 Historic Designations	165.50 Historical Designations	12-18-1
		12-19 Exceptions and Modifications	165.36 Exceptions and Modifications	12-19-1

Title 12 Zoning Regulations

12-1 Administration and Enforcement

12-1-1 Title: This chapter shall be known and may be cited as "The City of Grimes, Iowa, Zoning Regulations."

12-1-2 Interpretation of Standards: The purpose of this chapter is to provide adequate light and air, to prevent the overcrowding of land, to avoid undue concentration of population, to regulate the use of land, and to promote the health, morals, safety and general welfare in the City. Furthermore, this chapter shall apply to all existing and future zoning chapters unless the language in those chapters imposes greater restrictions, then the provisions of that chapter shall apply.

12-1-3 Violations and Penalties: Any person who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this chapter, upon conviction shall be fined not more than one hundred dollars (\$100.00) for each offense. Each day that a violation is permitted to exist constitutes a separate offense. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation. All departments, officials and employees of the City who are vested with the duty or authority to issue permits or licenses, shall issue no such permit or license for any use, structure or purpose if the same would not conform to the provisions of this chapter.

12-1-4 Amendments: The City Council may, from time to time, on its own action or on petition, after public notice and hearings as provided by law, and after report by the Planning and Zoning Commission, amend, supplement, or change the boundaries of regulations herein or subsequently established, and such amendment shall not become effective except by the favorable vote of a majority of all the members of the Council.

1. **Filing of Petition.** Whenever any person desires that any amendment or change be made in this chapter, including the text and/or map, as to any property covered by this chapter, and there shall be presented to the Council a petition requesting such change or amendment and clearly describing the property and its boundaries as to which the change or amendment is desired, duly signed by the owners of fifty percent (50%) of the area of all real estate included within the boundaries of said tract as described in said petition, and duly signed by the owners of fifty percent (50%) of the area of all real estate lying outside of said tract but within two hundred fifty (250) feet, it is the duty of the Council to vote upon such petition within a reasonable time after the filing of such petition with the Clerk.
2. **Referral to Commission.** Prior to voting or holding a public hearing upon the petition as submitted, the Council shall refer the petition to the Planning and Zoning Commission requesting its comments and recommendations. The Commission shall advise the Council of its recommendations and the vote thereon. Before advising the Council of its recommendation, the Commission may in its discretion hold a public hearing, notice of which shall be given by publication in a newspaper in general circulation in the City or by placing in the United States mail appropriate form of notice setting the time and place at which said petition shall be considered by the Commission.

3. Petition Disapproved. In case the proposed amendment, supplement or change be disapproved by the Planning and Zoning Commission, or a written protest be filed with the Clerk against the change, duly signed by the owners of twenty percent (20%) or more of the area of lots included in the proposed change, or by the owners of twenty percent (20%) or more of the property which is located within two hundred (200) feet of the exterior boundaries of the property for which the change is proposed, the change shall not become effective except by the favorable vote of at least three-fourths (3/4) of all members of the Council. Whenever any petition for amendment, supplement or change of the zoning districts or regulations herein contained or subsequently established shall have been denied by the Council, then no new petition covering the same property or the same property and additional property shall be filed with or considered by the Council until one (1) year shall have elapsed from the date of filing of the first petition.
4. Filing Fees. Before any action shall be taken as provided in this section, the owner or owners of the property proposed or recommended to be changed in the district regulations or district boundaries shall pay to the Development Services Department a filing fee to cover the costs of the procedure. Under no conditions shall said sum or any part thereof be refunded for failure of said amendment to be enacted into law. The amount of the fee shall be determined in accordance with the City fee schedule as adopted by resolution from time to time by City Council. All additional costs incurred by the City for review of zoning amendment requests by the City Engineer and/or City Attorney shall be reimbursed in full amount to the City by the person who filed the petition or said person's agent.

12-1-5 Zoning Administrator: There is hereby created the position of Zoning Administrator who shall be appointed by the Council. The Zoning Administrator shall administer and enforce the provisions of this chapter and shall have the following powers and duties, in connection therewith.

1. The Zoning Administrator shall issue all permits and certificates required by this chapter.
2. If the Zoning Administrator finds that any of the provisions of this chapter are being violated, the Zoning Administrator shall notify in writing the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. The Zoning Administrator shall order discontinuance of illegal use of land, buildings, or structures; removal of illegal buildings or structures or of additions, alterations, or structural changes thereto; discontinuance or any illegal work being done. The Zoning Administrator shall direct the City Attorney, in addition to other remedies, to institute proper action or proceedings in the name of the City, to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, or use, to restrain, correct or abate such violations, to prevent the occupancy of the building, structure or land, or to prevent any illegal act, conduct, business, or use in or about the premises. The Zoning Administrator may also instruct the City Attorney in addition to other remedies authorized by this chapter, to institute action under Section 165.46 of this chapter.

The Council, may, by resolutions passed by a majority vote of the entire Council, delegate the powers and duties of the office of Zoning Administrator to any other officer or employee of the City or may combine the powers and duties of this office with any other office or position.

12-2 Board of Adjustment

12-2-1 Board of Adjustment:

1. BOARD MEMBERSHIP. The Board of Adjustment shall consist of five (5) members. The terms of office of the members of the Board of Adjustment and the manner of their appointment shall be as provided by state law and the Board of Adjustment procedure manual. Members shall be removable for cause by the City Council upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. Matter relating to the powers and duties of the Board shall be as provided by statute and the terms of this chapter.
2. PURPOSE. It shall be the purpose of the Board of Adjustment:
 - A. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Development Services Department in the enforcement of this Code of Ordinances;
 - B. To hear and decide only such other special use permits and variances as the Board of Adjustment is specifically authorized to pass on by the terms of this Code of Ordinances;
 - C. To decide such questions as are involved in determining whether special use permits or variances should be granted; and
 - D. To grant special use permits or variances with such conditions and safeguards as are appropriate under this Code of Ordinances, or to deny special use permits and variances when not in harmony with the purpose and intent of this Code of Ordinances
3. MEETING PROCEDURES.
 - A. Meetings. Meetings of the Board of Adjustment shall be held at the call of the chairperson, and at such other times as the Board of Adjustment may determine.
 - B. Meeting Procedures and Requirements. Such chairperson, or in the absence of the chairperson the acting chairperson, may administer oaths and compel the attendance of witnesses by subpoena. All meetings of the Board of Adjustment and hearings shall be open to the public. The Board of Adjustment shall keep minutes of its proceedings, showing the vote of each member on each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the Development Services Department and shall be a public record. The presence of three (3) members shall be necessary to constitute a quorum.
4. APPEALS. Appeals to the Board of Adjustment may be taken by a person aggrieved or by any official, department, and board of the City affected by any decision of the Development Services Department. Such appeal shall be taken within ten (10) days of the rendered decision, by filing application request on forms provided by the Development Services Department. Additionally, the application must be accompanied with the appropriate fees in an amount determined by resolution of the Council from time to time. An appeal stays all proceedings in furtherance of the action appealed from, unless the Development Services Department certifies to the Board of Adjustment that by reason of material facts stated in a certificate that a stay would cause imminent peril to life or property. In such case, proceedings shall not be stayed unless either the Board of

Adjustment or a court of record issues a restraining order on application on notice to the Development Services Director from whom the appeal is taken and on due cause shown.

5. HEARING NOTICE: If a Grimes property is the subject of consideration by the Board of Adjustment, the Development Services Department shall notify all property owners within two hundred and fifty feet (250') of the subject property, exclusive of intervening right of way. Notice shall be sent not less than seven (7) days and not more than twenty (20) days before the Board of Adjustment meeting. The written notice shall in the format established by the Development Services Department and be sent by first class mail. The written notice shall contain date, time, location, and subject of the Board of Adjustment meeting.

6. SPECIAL USE PERMIT

- A. Board Review and Determination: The Board of Adjustment shall review any special use permit to determine the conformity of the proposed building or use with the standards of the Comprehensive Plan and recognized principles of land use planning. The Board of Adjustment may approve the special use permit as submitted, or before approval, may require that the applicant modify, alter, adjust, or amend the proposal as the Board of Adjustment deems necessary to preserve the intent and purpose of the Code of Ordinances in order to promote the health, safety, and general welfare of the community.
- B. Uses Requiring a Special Use Permit. The following uses, in addition to any stated elsewhere in the Code of Ordinances, shall require a special use permit:
1. Any public building erected and used by department of the City, township, County, State or Federal government.
 2. Airports or landing fields.
 3. Community buildings.
 4. Hospitals, nonprofit fraternal institutions, provided they are used solely for fraternal purposes, and institutions of an educational, religious, philanthropic or eleemosynary character.
 5. Public or private cemeteries, including mausoleums.
 6. Water and wastewater treatment facilities.
 7. Electrical and natural gas regulating facilities.
- C. Special Use Permit Requirements: A special use permit shall not be granted by the Board of Adjustment unless and until:
1. A written application, on forms provided by the Development Services Department, is submitted indicating the section of this Code of Ordinances under which the special exception is sought and stating the grounds on which it is requested.
 2. Notice of public hearing shall be given at least seven (7) and not more than twenty (20) days in advance of public hearing. Notice of public hearing shall occur in the same manner as required by law for variances.

3. The Board of Adjustment shall look specifically upon the following criteria in granting or denying a special use permit, plus any additional criteria the Board finds necessary to protect the public health, safety, and general welfare in accordance with the intent of this Code of Ordinances:

- a. The proposed location, design, construction and operation of the particular use adequately safeguards the health, safety, and general welfare of persons residing or working in adjoining or surrounding property;
- b. The use is in conformity with the Comprehensive Plan, and any other applicable City ordinances or regulations. Furthermore, the authorized use will not impede the normal and orderly development and improvement of the surrounding property as envisioned in the Comprehensive Plan;
- c. The use shall be compatible with the neighborhood and surrounding use of land by its construction, architecture, and site improvements;
- d. The use will not unduly burden public utilities, increase congestion in the streets or impact the ability to adequately safeguard the public of danger of fire and emergencies;
- e. The use will not impair an adequate supply of light and air to surrounding property; and
- f. The use will not diminish or impair established property values in adjoining or surrounding property.

D. Conditions and Safeguards. In granting any special use permit, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this Code of Ordinances. Violation of such conditions and safeguards, when made a part of the terms under which the special use permit is granted, shall be deemed a violation of this Code of Ordinances and punishable under Section 165.46 of this chapter.

E. Planning and Zoning Site Plan Review. Following any approval of the special use permit, the Planning and Zoning Commission shall review the site plan or site plan amendment as required by this chapter.

F. Special Use Amendment. In the event a special use permit is granted under the terms of this section, any requested changes to the approved special use permit or site plan shall be resubmitted and considered in the same manner as the original special use permit application.

G. Modification, Additions or Replacements of Special Use Permit.

1. In the event a special use permit is granted for a use, the site shall not be modified or altered for any reason, unless the modifications and alterations are carried out in compliance with all existing and applicable City codes governing the property.
2. In the event a special use permit is granted for a use that would otherwise be deemed a legal nonconforming use under the Code of Ordinances, the sections concerning destruction of a nonconforming structure in sections 165.19(2)(E) and 165.19(3)(B) shall not serve to terminate the use allowed under the special use permit, provided that such structure is rebuilt or replaced and such use continued within two (2) years after the occurrence of such destruction, and provided further, that the Board of Adjustment may extend such two (2) year deadline for completion of such reconstruction or replacement structure for up to one (1) additional year in the event that such reconstruction or replacement is delayed due to any acts of God, strikes, shortage of materials, delay in delivery of materials, delay in receiving governmental permits, damage or destruction to the structure during such reconstruction, civil unrest, war or moratoriums on construction imposed by any governmental body, or other actions beyond the reasonable control of the property owner.

7. ZONING VARIANCES

- A. Application Requirements. An application for variance from the terms and requirements of the zoning ordinances may be granted by the Board of Adjustment owing to special conditions, and so that the spirit of the Code of Ordinances shall be observed and substantial justice done. No nonconforming use of neighboring lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.
- B. Conditions for Granting Variances. Variances shall only be granted by the Board of Adjustment upon a finding:
 1. A showing of good and sufficient cause; and
 2. A determination that a literal enforcement of the ordinance would result in a substantial hardship to the applicant; and
 3. A determination that the hardship is not self-imposed; and
 4. A determination that the granting of the variance will not be contrary to the public interest or neighborhood integrity; and
 5. A determination that the granting of a variance is the minimum necessary to afford relief from this Code of Ordinances while preserving the spirit of the zoning ordinance.
- C. Variance Conditions and Safeguards. In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with the Code of Ordinances. Violation of such conditions and safeguards, when made a part of the terms

under which the variance is granted, shall be deemed a violation of this Code of Ordinances and punishable under Section 165.46 of the Grimes Code of Ordinances.

- D. Resubmittal after Changes. In the event a variance is granted under the terms of the Code of Ordinances, any changes thereafter in the approved use or site plan shall be resubmitted and considered in the same manner as the original proposal. Before granting a variance, the Board of Adjustment shall make findings that the applicant has met the requirements of Code of Ordinances, and the Board of Adjustment shall further find that the reasons set forth in the application justify the granting of a variance. The burden shall be upon those seeking the variance to establish their entitlement to the requested variance.

8. APPEALS FROM DEVELOPMENT SERVICES DECISION

- A. Decision Review. The Board of Adjustment shall review appeals where it is alleged there is an error in any order, requirement, decision, or determination made by the Development Services Director in the administration and enforcement of the Code of Ordinances. The Board of Adjustment may reverse or affirm, wholly or partly, or may modify the Development Services Director order, requirement, decision, or determination, and may make such order, requirement, decision, or determination that should have been made pursuant to the Code of Ordinances, and to that end, shall have powers of the Development Services Department from whom the appeal is taken.
- B. Vote of Members. The concurring vote of three (3) members of the Board of Adjustment shall be necessary to reverse any order requirement, decision, or determination of the Development Services Department, or to decide in favor of the applicant on any matter upon which it is required to pass under this Code of Ordinances, or to grant any special use permit or variance.
- C. Written Testimony or Evidence. Every decision granted or denied by the Board of Adjustment shall be supported by a written testimony or evidence submitted in connection therewith.
- D. Denial of Application. If any application has been denied by the Board of Adjustment, then no new application for the same relief shall be considered by the Board of Adjustment for at least one year unless the board shall find that material conditions have changed.

9. WRIT OF CERTIORARI

Any person or persons, any officer, department, or board of the City severally aggrieved by any decision of the Board of Adjustment may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty (30) days after the filing of the decision in the office of the Board of Adjustment. The court may reverse or affirm, wholly or in part, or may modify the decision brought up for review.

10. EXPIRATION

- A. Special use permits and variances requiring authorization of site or construction approvals shall expire and terminate one hundred and eighty (180) days after the date of the granting unless a building permit has been issued for the construction authorized by such special use permit or variance.
- B. Special use permit or variances not requiring authorization of site of construction approvals shall expire and terminate sixty (60) days after the date of granting of such special use permit or variance unless a certificate of zoning compliance has been issued for such authorized use.
- C. The Board of Adjustment may, upon written request of the affected person filed prior to permit expiration, extend the time for the issuance of a building permit or certificate of zoning compliance for sixty (60) days.
- D. In the event the building permit for the construction authorized by a special use permit or variance is canceled by the Development Services Department, such special use permit or variance shall immediately expire and terminate.
- E. All special use permits and variances granted prior to the adoption of this chapter (September 10, 2019) and not acted upon shall expire and terminate in one hundred and eighty (180) days. "Acted upon" shall mean obtaining site plan approval or building permit approval.

12-3 Zoning Districts and Map

12-3-1 Establishment of Districts: In order to carry out the purpose and intent of this chapter, the area of the City is hereby divided into eighteen (18) zoning district classifications as follows:

A-1	Agricultural District
R-1	Single Family Dwelling District
R-2	Single and Two Family Dwelling District
R-2 60	Single and Two Family Dwelling District
R-2 70	Single and Two Family Dwelling District
R-3	Multiple Family Dwelling District
R-3 Med.	Medium Density Two or More Family Dwelling District
R-3 High	High Density Multiple Family Dwelling District
R-4	Planned Residential Development District

R-5	Mobile Home Park District
C-1	General Commercial District
C-2	General and Highway Service Commercial District
C-3	Planned Commercial Development District
M-1	Limited Industrial District
M-1A	Commercial and Limited Light Industrial District
M-2	Light Industrial District
M-3	Heavy Industrial District
FPM	Flood Plain Management Overlay District

12-3-2 Boundaries and Official Map: The boundaries of these districts are indicated upon the Official Zoning Map of the City, which Map is made a part of this chapter by reference hereto. The Official Zoning Map and all the notations, references and other matters shown thereon are as much a part of this chapter as if the notations, references and other matters set forth by said map were all fully described herein. The Official Zoning Map which shall supersede the prior Map, in the event that the Map becomes damaged or destroyed, or for purposes of clarity due to a number of boundary changes, or to correct drafting errors or omissions; provided, however, any such adoption shall not have the effect of amending the original zoning ordinance or any subsequent amendment thereof. Where uncertainty exists as to the boundaries of districts as shown on the Official Zoning Map, the following rules shall apply:

1. Boundaries indicated as approximately following the center lines of streets, highways, alleys, or other public right-of-way shall be construed to follow such centerlines;
2. Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines;
3. Boundaries indicated as approximately following corporate limits shall be construed as following corporate limits;
4. Boundaries indicated as approximately following section lines, quarter section lines, or quarter-quarter section lines shall be construed as following such lines;
5. Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks;
6. Boundaries indicated as approximately following the centerlines of streams, creeks or other waterways shall be construed to follow such centerlines;
7. Boundaries not capable of being determined in the previous paragraphs shall be as dimensioned on the Official Zoning Map or if not dimensioned shall be determined by the scale shown on the map.

12-3-3 Zoning Classification Restrictions: Property uses are specifically described by zoning classifications and special use permits in this chapter. Property uses permitted by a particular zoning classification may be restricted as a condition for approval of a requested change in zoning by the City Council, or by request and mutual agreement of the landowner and the City Council.

12-3-4 Future Annexation of Territory: All territory which may hereafter be annexed to the City shall be considered as lying in the A-1 Agricultural District until such classification shall have been changed by amendment in accordance with the provisions of this chapter.

12-3-5 Amendments to Official Zoning Map: The official Zoning Map for the City of Grimes is hereby amended as follows:

1. The following parcel shall be changed from A-1 to C-2 (2.29 acres) and M-1A (6.19 acres): Beginning at the Northwest corner of the NW FR. $\frac{1}{4}$ of the NW FR $\frac{1}{4}$ of Section 1 Twp. 79 N. R. 26 W. of the 5th P.M., Dallas County, Iowa, thence South on the West Line of Said Section 1440 feet, thence east 302.5 feet, thence north parallel with said west line of said section 1440 feet to the north line of said section, thence west 302.5 feet to the point of beginning.

EDITOR'S NOTE

The following ordinances have been adopted amending the Official Zoning Map pursuant to Section 165.05 of this chapter and have not been included as a part of this Code of Ordinances but have been specifically saved from repeal and are in full force and effect:

ZONING MAP AMENDMENTS

<u>ORDINANCE NO.</u>	<u>DATE ADOPTED</u>
655	5/24/16
664	4/11/17
674	7/11/17
665	8/08/17
680	8/22/17
677	9/12/17
678	9/12/17
682	10/10/17
683	11/14/17
696	4/24/18
699	6/12/18
714	1/08/19
724	3/26/19
732	4/28/20
733	4/28/20

12-4 Definitions

12-4-1 Definitions: For use in this chapter, the words "used" and "occupied" include the words "intended, designed or arranged to be used or occupied." In addition, the following terms and words are defined for use in this chapter and all other zoning chapters.

ACCESSORY USE OR STRUCTURE: A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

AGRICULTURE: The use of land for purposes of growing the usual farm products, including vegetables, fruit, trees and grains; pasturage; dairying; animal and poultry husbandry; and the necessary accessory uses for treating or storing the produce; provided that the operation of such accessory uses shall be secondary to that of the regular agricultural activities.

ALLEY: A public way, other than a street, twenty (20) feet or less in width affording a secondary means of access to abutting property.

BASEMENT: A floor that is partially or entirely below grade.

BILLBOARD: All structures, regardless of the material used in the construction of the same, that are erected, maintained or used for public display of posters, painted signs, or wall signs, whether the structure is placed on the wall or painted on the wall itself, pictures or other pictorial reading matter which advertise a business or attraction which is not carried on or manufactured in or upon the premises upon which said signs or billboards are located.

BOARDING HOUSE: A building other than a hotel or motel where, for compensation, meals, or lodging and meals are provided for four (4) or more persons.

BUILDING: Any structure, permanent or temporary, designed or intended for the support, enclosure, shelter or protection of persons, animals or property, but not including signs and billboards.

BUILDING, HEIGHT OF: The vertical distance from the average natural grade at the building line to the highest point of the coping of a flat roof, or to the deck lines of a mansard roof, or to the average height of the highest gable or a pitch or hip roof.

CARPORT: A roofed structure providing space for the parking of motor vehicles and enclosed on not more than two (2) sides. For the purpose of this chapter, a carport attached to a principal building shall be considered as part of the principal building and subject to all yard requirements herein.

CELLAR: That portion of a building having more than one-half (1/2) of its height below grade. A cellar is not included in computing the number of stories for the purpose of height measurement.

CLINIC, MEDICAL OR DENTAL: A building or buildings in which physicians, dentists, or physicians and dentists, and allied professional assistants are associated for the purpose of carrying on their profession.

DAY NURSERY OR NURSERY SCHOOL: Any private or public agency, institution, establishment or place which provides supplemental parental care and/or educational work, other than lodging overnight, for six (6) or more unrelated children of preschool age, for compensation.

DEVELOPMENT: Any manmade change to improved or unimproved real estate, including but not limited to buildings and other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

DOG KENNEL: The keeping of any dog or dogs, regardless of number, for sale, breeding, boarding or treatment purposes, except in an animal hospital, veterinary clinic, or pet shop, as may be permitted by law, or the keeping of five (5) or more dogs, six (6) months or older, on premises used for residential

purposes, or the keeping of more than one (1) dog on vacant property or on property used for business or commercial purposes.

DWELLING: Any building or portion thereof which is designed or used exclusively for residential purposes but not including a tent, trailer or any structure or shelter that is not properly affixed to the ground.

DWELLING, CONDOMINIUM: A multiple family dwelling as defined herein whereby the title to each dwelling unit is held in separate ownership, and the real estate on which the units are located is held in common ownership solely by the owners of the units with each owner having an undivided interest in the common real estate.

DWELLING, MULTIPLE FAMILY: A residence designed for or occupied by three (3) or more families, with separate housekeeping and cooking facilities for each.

DWELLING, ROW: Any one of the three (3) or more attached dwellings in a continuous row, each such dwelling designed and erected as a unit on a separate lot and separated from one another by an approved wall or walls, and may also be referred to as a "townhouse."

DWELLING, SINGLE FAMILY: A detached residence designed for or occupied by one family only.

DWELLING, TWO-FAMILY: A residence designed for or occupied by two (2) families only, with separate housekeeping and cooking facilities for each.

DWELLING UNIT: A room or group of rooms which are arranged, designed or used as living quarters for the occupancy of one family, containing bathroom and/or kitchen facilities.

ENCLOSED AREA BELOW LOWEST FLOOR: The floor of the lowest enclosed area in a building when all of the following criteria are met:

- a. The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of Section 165.33(9) D1 of this Ordinance, and
- b. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential users such as building access, parking or storage, and
- c. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the base flood elevation, and
- d. The enclosed area is not a "basement" as defined in this section.

EXISTING CONSTRUCTION: Any structure for which the "start of construction" commenced before the effective date of the first floodplain management regulations adopted by the community.

FAMILY: One or more persons occupying a single dwelling unit, provided that unless all members are related by blood, marriage, or adoption, no such family shall contain over four (4) persons.

FEED LOT: Any parcel of land or premises on which the principal use is the concentrated feeding within a confined area of cattle, hogs or sheep. The term does not include areas which are used for the raising of crops or other vegetation, and upon which livestock are allowed to graze or feed.

FLOOD: A general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.

FLOOD BOUNDARY AND FLOODWAY MAPS: The official maps on which the Federal Insurance Administration has delineated areas subject to inundation of water during the 100-year flood.

FLOOD ELEVATION: The elevation floodwaters would reach at a particular site during the occurrence of a specific flood. For instance, a 100-year flood elevation is that elevation of floodwaters related to the occurrence of the 100-year flood.

FLOOD INSURANCE RATE MAP (FIRM): The official map prepared as part of (but published separately from) the Flood Insurance Study which delineates both the flood hazard areas and the risk premium zones applicable to the City.

FLOOD INSURANCE STUDY: A study initiated, funded, and published by the Federal Insurance Administration for the purpose of evaluating in detail the existence and severity of flood hazards, providing the City with the necessary information for adopting a flood plain management program, and establishing actuarial flood insurance rates.

FLOOD, ONE HUNDRED (100) YEAR: A flood the magnitude of which has a one percent (1%) chance of being equaled or exceeded in any given year or which, on the average, will be equaled or exceeded at least once every one hundred (100) years. All determinations of the 100-year flood level shall be based on data provided by the Federal Insurance Administration. If the Federal Insurance Administration has not provided sufficient data to make a determination, then the City will obtain, review and reasonably utilize data available from the Department of Natural Resources and from any other source in making such determination.

FLOOD PLAIN: Any land area susceptible to being inundated by water a result of a 100-year flood. The flood plain includes all area designated as numbered and unnumbered A zones on the flood insurance rate maps.

FLOOD PLAIN MANAGEMENT: An overall program of corrective and preventive measures for reducing flood damage and promoting the wise use of flood plains, including but not limited to emergency preparedness plans, flood control works, flood proofing and flood plain management regulations.

FLOOD PLAIN, SUBSTANTIAL DAMAGE: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

FLOOD PLAIN, SUBSTANTIAL IMPROVEMENT: Any improvement to a structure which satisfies either of the following criteria:

- A. Any repair, reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred "substantial damage" regardless of the actual repair work performed. The term does not, however, include either (a) any project for improvement of a structure to correct existing violations of State or local health, sanitary or safety code specifications which have been identified by the Zoning Administrator and which are the minimum necessary to assure safe living conditions or (b) any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a historic structure by either the Federal or State government; or
- B. Any addition which increases the original floor area of a building by twenty-five percent (25%) or more. All additions constructed after March 21, 1985, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed twenty-five percent (25%).

FLOODPROOFING: Any combination of structural or nonstructural additions, changes, or adjustments of structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.

FLOODPROOFING/FLOOD PROTECTION ELEVATION: For all special flood hazard areas, the minimum floodproofing/flood protection elevation shall be one (1) foot above the 100-year flood level.

FLOODWAY: The channel of a river or stream and those portions of the flood plain adjoining the channel, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood flows in the floodway area will not result in substantially higher flood levels and flow velocities.

GARAGE, PRIVATE: An accessory building or an accessory portion of the main building, designed and/or used for the shelter or storage of vehicles owned or operated by the occupants of the principal building. A private garage, of less than three (3) car capacity, may be rented for the private vehicles of persons not resident on the premises.

GARAGE, PUBLIC: A structure other than a private garage, used for the shelter or storage of motor-powered vehicles and in which the care, minor servicing and washing are accessory to the principal use.

GAS STATION: A structure designed or used for the retail sale or supply of fuels, lubricants, air, water, washing and polishing services, and other operating commodities or accessories for motor vehicles and including the customary space and facilities for the installation of such commodities or accessories on or in such vehicles, but not including space or facilities for the storage, painting, major repair, refinishing, body work or other major servicing of motor vehicles.

HIGHEST ADJACENT GRADE: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE: Any structure that is:

- a. Listed individually in the National Register of Historic Places, maintained by the Department of the Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a State inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either i) an approved State program as determined by the Secretary of the Interior or ii) directly by the Secretary of the Interior in states without approved programs.

HEAVY EQUIPMENT: Equipment that meets all the following requirements.

- A. It must be self-propelled and operational.
- B. It must weigh 10,000 pounds or more.
- C. It must be designed and primarily intended to move, transport, or confine earth, soil, or other construction material at a construction site.
- D. The maneuvering of this equipment would cause undue stress on concrete pavement or asphaltic surfaces resulting in premature failure of such surfaces. Evidence of this shall be provided in writing using statistics provided from the Iowa Department of Transportation or similar expert sources.

HOTEL/MOTEL: A building in which lodging is provided and offered to the public for compensation, and which is open to transient guests, in contradistinction to a boarding or rooming house.

JUNK: Old and dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, scrap, used building material, scrap contractor's equipment, tanks, casks, cans, barrels, boxes, drums, piping, bottles, glass, old iron, machinery, rags, paper, excelsior, hair, mattresses, beds, or bedding or any other kind of scrap or waste material which is stored, kept, handled, or displayed for barter, resale, reuse, salvage, stripping, or trade.

JUNK YARD: Any area where waste, discarded or salvaged materials are bought, sold, exchanged, baled or packed, disassembled, kept, stored or handled, including house wrecking yards, used lumber yards and places or yards for storage of salvaged house wrecking and structural steel materials and equipment; but not including areas where such uses are conducted entirely within a completely enclosed building and not including the processing of used, discarded or salvaged materials as part of manufacturing operations.

LODGING OR ROOMING HOUSE: A building where a room or rooms are provided for compensation for four (4) or more persons.

LOT: A parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage, and area, and to provide such yards and other open spaces as are herein required. Such lot shall have frontage on an improved public street, or an approved private street, and may consist of:

- A. A single lot of record;
- B. A portion of a lot of record;
- C. A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record; or
- D. A parcel of land described by metes and bounds; provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of this chapter.

LOT, CORNER: A lot abutting upon two (2) or more streets at their intersection.

LOT, DEPTH: The horizontal distance between the front and rear lot lines.

LOT, DOUBLE FRONTAGE: A lot having a frontage on two (2) non-intersecting streets, as distinguished from a corner lot.

LOT, INTERIOR: A lot other than a corner lot.

LOT LINES: The lines bounding a lot, including the right-of-way line of any public road or highway acquired by easement.

LOT OF RECORD: A lot which is part of a subdivision recorded in the office of the County Recorder of Polk County, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

LOT, WIDTH: The width of a lot measured at the building line and at right angles to its depth.

LOT, REVERSED FRONTAGE: A corner lot, the side street line of which is substantially a continuation of the front lot line of the first platted lot to its rear.

LOWEST FLOOR: The floor of the lowest enclosed area in a building including a basement except when the criteria listed in the definition of Enclosed Area below Lowest Floor are met.

MANUFACTURED HOME: A factory-built single family structure, which is manufactured or constructed under the authority of 42 U.S.C. Section 5403 Federal Manufactured Home Construction and Safety Standards, and is to be used as a place for human habitation, but which is not constructed with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent site, and which does not have permanently attached to its body or frame any wheels or axles. A mobile home, as defined in this chapter, is not a manufactured home unless it has been converted to real property and is taxed as a site-built dwelling. For the purposes of these regulations, "manufactured home" is considered the same as any site built single family detached dwelling.

MINOR PROJECTS: All development activities (except for filling, grading and excavating) valued at less than \$500.

MOBILE HOME: Any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets or highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons; but also includes any such vehicle with motive power not registered as a motor vehicle in Iowa. A mobile home is factory-built housing built on a chassis. A mobile home shall not be construed to be a travel trailer or other form of recreational vehicle. A mobile home shall be construed to remain a mobile home, subject to all regulations applying thereto, whether or not wheels, axles, hitch, or other appurtenances of mobility are removed and regardless of the nature of the foundation provided. However, certain mobile homes may be classified as "manufactured homes." Nothing in this chapter shall be construed as permitting a mobile home in other than an approved mobile home park, unless such mobile home is classified as a manufactured home.

MOBILE HOME PARK: Any lot or portion of a lot upon which one (1) or more trailers or mobile homes, occupied for dwelling or sleeping purposes, are located regardless of whether or not a charge is made for such accommodation.

MODULAR HOME: A factory-built housing certified as meeting the State Building Code as applicable to modular housing. Once certified by the State, modular homes shall be subject to the same standards as site-built homes.

NONPROFIT INSTITUTION: A nonprofit establishment maintained and operated by a society, corporation, individual, foundation or public agency for the purpose of providing charitable, social, educational, or similar services to the public, groups or individuals. Cooperative nonprofit associations, performing a service normally associated with retail sales or trade such as cooperative groceries, granaries, equipment sales, etc., are not considered nonprofit institutions under this chapter.

NURSING OR CONVALESCENT HOME: A building or structure having accommodations and where care is provided for invalid, infirm, aged, convalescent, or physically disabled or injured persons.

OUTDOOR STORAGE: The placement of business inventory, equipment, logoed business vehicles and trailers, materials, containers, boxes, above ground liquid or gas storage tanks or supplies utilized by the business for sale, construction, manufacturing, product or material delivery, lease or rent in an area on the business property that is not protected by a building structure with a roof and walls.

PARKING SPACE: A permanently surfaced area of not less than two hundred (200) square feet plus necessary maneuvering space for the parking of a motor vehicle. Space for maneuvering, incidental to parking or unparking, shall not encroach upon any public right-of-way. A parking space does not have to be permanently surfaced if it is located in a park or sports and recreation facility owned by the City, and in that case, may be surfaced with crushed rock or gravel. In addition, upon consultation by the City Engineer and recommendation of the Planning and Zoning Commission, a parking space does not have to be hard surfaced if it will be used for the storage of heavy equipment, and in that case, it may be

surfaced with recycled asphalt or other like material to provide a dustless surface area. All driveways or access areas leading to the storage area must be hard surfaced with an asphaltic surface or portland cement.

PORCH, UNENCLOSED: A roofed projection which has no more than fifty (50) percent of each outside wall area enclosed by a building or siding materials other than meshed screens.

PRINCIPAL USE: The main use of land or structures as distinguished from an accessory use.

RECREATIONAL VEHICLE: A vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projection; (c) designed to be self-propelled or permanently towable by a light duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

ROOMING HOUSE: A building where a room or rooms are provided for compensation to four (4) or more persons.

ROUTINE MAINTENANCE OF EXISTING BUILDINGS AND FACILITIES: Repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:

- a. Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
- b. Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;
- c. Basement sealing;
- d. Repairing or replacing damaged or broken window panes;
- e. Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.

SATELLITE RECEIVING ANTENNA: An accessory structure often referred to as parabolic or dish antenna, the purpose of which is to receive communication including but not limited to radio and television or other signals from satellite or other extraterrestrial sources whether affixed to the ground as a permanent structure or a mobile unit such as a trailer or vehicle.

SIGN: Any device designed to inform or attract the attention of persons not on the premises on which the sign is located; provided, however, the following are not included in the application of the regulations herein:

- A. Signs not exceeding one (1) square foot in area and bearing only property numbers, post box numbers, names of occupants of premises, or other identification of premises not having commercial connotations;
- B. Flags and insignia of any government except when displayed in connection with commercial promotion;
- C. Legal notices; identification, informational or directional signs erected or required by governmental bodies;
- D. Integral, decorative or architectural features of buildings, except letters, trademarks, moving parts or moving lights.
- E. Signs directing and guiding traffic and parking on private property, and bearing no advertising matter; not exceeding two (2) square feet in area.

SIGN AREA: The entire area within a regular geometric form or combinations of regular geometric forms comprising all of the display area of the sign and including all of the elements of the matter displayed. Frames and structural members not bearing advertising matter are not included in computation of the surface area, except where such frames and structural members are used as an integral primary or subsidiary portion of the graphic, literal, or numerical display, such as forming a picture frame to facilitate continuity or providing contrasts to emphasize the intended purpose of the sign.

SIGN, EXTERIOR: A sign which directs attention to a business, profession, service, product or activity sold or offered upon the premises where such sign is located. An exterior sign may be a sign attached flat against a building or structure, or projecting out from a building or structure or erected upon the roof of a building or structure. An exterior sign may include any of the following:

- A. Fascia sign: a single-faced building or wall sign which is directly attached to and parallel to its supporting wall.
- B. Projecting sign: a double-faced building or wall sign projecting at right angles to its supporting wall.
- C. Marquee sign: a sign attached to and contained within the perimeter of the face or valance of a marquee.
- D. Roof sign: a sign attached upon or above a roof or parapet of a building.

SIGN, FREE STANDING OR POST: Any sign erected or affixed in a rigid manner to one or more poles, posts or the ground, and which carries any advertisement strictly incidental and subordinate to a lawful use of the premises on which it is located, including signs or sign devices indicating the business transacted, services rendered or goods sold or produced on the premises by an occupant thereof. A free standing or post sign may also include the following:

- A. Directory sign: a sign containing the name of a building, complex or center and two or more identification signs or panels of the same size, color and general design, limited to one identification sign per occupant.
- B. Monument sign: a structure, built on grade, that forms an integral part of the sign or its background.

SIGN, INSTITUTIONAL BULLETIN BOARD: An on-premises sign containing a surface area upon which is displayed the name of a religious institution, school, library, community center or similar institution and the announcement of its services or activities.

SIGN, TEMPORARY: Any sign not permanently attached to the ground, wall or building, and intended to be displayed for a short and limited period of time.

SOLAR ACCESS EASEMENT: An easement for the purpose of providing continued access to sunlight necessary to operate a solar collector.

SOLAR COLLECTOR: A device or structure that transforms direct solar energy into thermal energy for the collection, storage and distribution of solar energy.

SPECIAL FLOOD HAZARD AREA (SFHA): The land within a community subject to the "base flood." This land is identified on the community's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, and/or A99.

START OF CONSTRUCTION: Substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date. The actual start means either

the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

STORY: That portion of a building included between the surface of any floor and the surface of the floor next above it. If there is no floor above it, then the space between such floor and the ceiling or roof next above it is considered a story.

STORY, HALF: A space under a sloping roof which has the line of intersection of roof decking and exterior wall face not more than four (4) feet above the top floor level.

STREET LINE: The right-of-way line of a street or road.

STREET OR ROAD, PUBLIC: Any thoroughfare or public way not less than twenty (20) feet in width, which has been dedicated to the public or deeded to the City or County for street purposes; and also any such public way as may be created after enactment of this chapter, provided it is fifty (50) feet or more in width.

STRUCTURAL ALTERATIONS: Any replacement or changes in the type of construction or in the supporting members of the building, such as bearing walls or partitions, columns, beams or girders, beyond ordinary repairs and maintenance.

STRUCTURE: Anything constructed or erected, or placed on the ground, a foundation, or a paved surface, or attached to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes, temporary business structures, billboards and satellite receiving antennas.

TEMPORARY BUSINESS STRUCTURE: A temporary structure which is 400 square feet or less when measured at the largest horizontal projection; is designed primarily for use as a business involving the sale of goods or services, and is placed in a single location for more than seven consecutive days. A temporary business structure shall be considered a building and/or structure for the purposes of these zoning regulations.

TRAILER PARK: See "mobile home park."

TRAVEL TRAILER: See "recreational vehicle."

TRAVEL TRAILER PARK: A parcel of land upon which two (2) or more spaces are provided, occupied or intended for occupancy by travel trailers for transient purposes.

VARIANCE: A grant of relief by a community from the terms of the floodplain management regulations.

VIOLATION: The failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

WIND GENERATOR: An accessory structure, the purpose of which is to convert wind energy into thermal, mechanical or electrical energy and to transmit these forms of energy to storage or to a point of use. Wind generators are permitted only in the "A-1" district.

YARD: An open space on the same lot with a building or structure unoccupied and unobstructed by any portion of a structure from thirty (30) inches above the general ground level of the graded lot upward, except as may be provided by other sections of this chapter. In measuring a yard for the purpose of determining the depth of a front yard or the depth of a rear yard, the least distance between the lot line and main building shall be used. In measuring a yard for the purpose of determining the width of a side yard, the least distance between the lot line and the nearest permitted building shall be used.

YARD, FRONT: A yard extending across the full width of the lot and measured between the front lot line and the building or any projection thereof, other than the projection of the usual steps or unenclosed porches. On corner lots, the front yard shall be considered as the yard adjacent to the street upon which the lot has its least dimension. line and the nearest permitted building shall be used. On double frontage lots, the front yard shall be considered as the yard facing the street upon which the lot is addressed.

YARD, REAR: 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 both corner lots, double frontage lots and interior lots, the opposite end of the lot from the front yard.

YARD, SIDE: A yard extending from the front yard to the rear yard and measured between the side lot lines and the nearest building.

12-5 General Regulations

12-5-1 Conformance Required Generally: Except as hereinafter specified, no building or structure shall be erected, placed, converted, enlarged, reconstructed or structurally altered, nor shall any building or land be used which does not comply with all of the district regulations established by this chapter for the district in which the building or land is located.

12-5-2 Home Occupations: Subject to the limitations of this section, any home occupation that is customarily incidental to the principal use of a building as a dwelling shall be permitted in any dwelling unit. Any question of whether a particular use is permitted as a home occupation, as provided herein, shall be determined by the Zoning Administrator pursuant to the provisions of this chapter. The regulations of this section are designed to protect and maintain the residential character of established neighborhoods while recognizing that certain professional and limited business activities have traditionally been carried on in the home. This section recognizes that, when properly limited and regulated, such activities can take place in a residential structure without changing the character of either the neighborhood or the structure.

1. Use Limitations. In addition to all of the use limitations applicable to the district in which it is located, no home occupation shall be permitted unless it complies with the following restrictions:
 - A. No more than one (1) person who is not a resident on the premises shall be employed.
 - B. No more than twenty-five percent (25%) or four hundred (400) square feet of the floor area of the dwelling unit, whichever is less, shall be devoted to the home occupation.
 - C. No alteration of the principal residential building shall be made which changes the character and appearance thereof as a dwelling.

- D. No stock of goods shall be displayed or sold on the premises in excess of thirty (30) cubic feet in volume.
- E. The home occupation shall be conducted entirely within the principal dwelling unit or in a permitted building accessory thereto, and in no event shall such use be apparent from any public way.
- F. There shall be no outdoor storage of equipment or materials used in the home occupation.
- G. Not more than one (1) commercial vehicle used in connection with any home occupation shall be parked on the property.
- H. No mechanical, electrical or other equipment which produces noise, electrical or magnetic interference, vibration, heat, glare or other nuisance outside the residential or accessory structure shall be used.
- I. No home occupation shall be permitted which is noxious, offensive or hazardous by reason of vehicular traffic, generation or emission of noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation or other objectionable emissions.
- J. No sign, other than one (1) unlighted sign not over one (1) square foot in area attached flat against the dwelling and displaying only the occupant's name and occupation, shall advertise the presence or conduct of the home occupation.
- K. There shall be no off-premises signs, radio, television, newspaper, handbill or similar types of advertising linking the premises with the home occupation.

2. Home Occupations Permitted. Customary home occupation include, but are not limited to, the following list of occupations; provided, however, each such home occupation is subject to the use limitations set out in subsection 1 of this section.

- A. Providing instruction to not more than four (4) students at a time.
- B. Office facilities for accountants, architects, brokers, engineers, lawyers, insurance agents and real estate agents.
- C. Office facilities for ministers, priests and rabbis.
- D. Office facilities for salesmen, sales representatives and manufacturer's representatives when no retail or wholesale sales are made or transacted on the premises.
- E. Studio of an artist, photographer, draftsman, writer or composer.
- F. Homebound employment of a physically, mentally or emotionally handicapped person who is unable to work away from home by reason of his or her disability.

G. Shop of a beautician, barber, hair stylist, dressmaker or tailor.

12-5-3 Street Frontage Required: Except as permitted in Section 165.34 of this chapter, no lot shall contain any building used in whole or in part for residence purposes unless such lot abuts for at least twenty (20) feet on at least one public street, or unless it has an exclusive unobstructed private easement of access or right-of-way of at least twenty (20) feet wide to a street; and there shall be not more than one (1) single-family dwelling for such frontage or easement, except that a common easement of access at least fifty (50) feet wide may be provided for two (2) or more such single-family dwellings or for one (1) or more two-family or multiple dwellings.

12-5-4 Accessory Buildings: No accessory building shall be erected in any required yard other than a rear yard, except as provided hereinafter. Accessory buildings in rear yards shall be at least six (6) feet from alley lines and at least three (3) feet from lot lines of adjoining lots which are in any "R" District, on a corner lot they shall conform to the setback regulations on the side street and on a double frontage lot they shall only be placed in the rear yard between the back of the residence or building and the back yard setback line. Accessory buildings may be erected as a part of the principal building, or may be connected thereto by a breezeway or similar structure, provided all yard requirements for a principal building are complied with. An accessory building which is not a part of the main building shall not occupy more than thirty percent (30%) of the rear yard and shall not exceed fifteen (15) feet in height; however, this regulation shall not be interpreted to prohibit the construction of a five hundred fifty (550) square foot garage on a minimum rear yard. No accessory building shall be constructed upon a lot until the construction of the main building has been actually commenced, and no accessory building shall be used unless the main building on the lot is also being used.

12-5-5 Corner Lots: For corner lots, and double frontage lots, platted or of record after the effective date of this chapter, the front yard regulations shall apply to each street side of the lot. On corner lots platted or of record prior to December 7, 1959, the side yard regulation shall apply to the longer street side of the lot except in the case of reverse frontage where the corner lot faces an intersecting street. In this case, there shall be a side yard on the longer street side of the corner lot of not less than fifty percent (50%) of the front yard required on the lots to the rear of such corner lot, and no accessory building on said corner lot shall project beyond the setback line of the lots in the rear; provided further, that this regulation shall not be interpreted to reduce the buildable width of the corner lot facing an intersecting street and of record or shown by existing contract of purchase prior to December 7, 1959, to less than twenty-eight (28) feet nor prohibit the erection of an accessory building.

12-5-6 Front Yard: In all residential districts there shall be a minimum front yard required as stated in the bulk regulations for that particular district; provided, however, that where lots comprising thirty percent (30%) or more of the frontage within two hundred (200) feet of either side lot line are developed with buildings at a greater or lesser setback, the front yard requirement shall be the average of these building setbacks and the minimum front yard required for the undeveloped lots. In computing the average setback, buildings located on reverse corner lots or entirely on the rear half of lots shall not be counted. The required front yard as computed herein need not exceed fifty (50) feet in any case.

12-5-7 Required Yard Cannot Be Reduced: No yard or lot existing at the passage of the zoning ordinance codified in this chapter shall be reduced in dimension or area below the minimum required by this chapter. No part of a yard or other open space, or off-street parking or loading space provided about any building, structure, or use for the purpose of complying with the provisions of this chapter shall be included as

part of a yard, open space, or off-street parking or loading space required under this chapter for another building, structure, or use.

12-5-8 Fences and Walls:

1. Permit Required. No fence or wall may be constructed without a fence permit issued by the Zoning Administrator. In residential zoned areas, a permit application must be submitted along with plan drawings for the proposed fence or wall. For commercial or industrial zoned areas, the permit application for a proposed fence or wall must include a revised site plan which demonstrates that the proposed fence or wall is compliant with Grimes Zoning Ordinances.

2. Prohibited Fences and Walls – All Districts.

- A. Fences and walls may not be installed anywhere within a forty (40) foot vision triangle.
- B. 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.
- C. Fences and walls shall not be located upon any property, unless a permitted principal use of the property is present, or an appropriate lot-tie agreement has been approved.

3. Residential Districts.

- A. Requirements. Fence height shall not exceed six (6) feet in all residential zoning districts. All fences must be constructed such that the finished side of the fence is facing the street or adjoining property.
- B. Front Yard. No fence may be constructed in a front yard, with the exception of ornamental style fences. For the purpose of this ordinance, an ornamental fence shall be defined as a fence that is less than thirty-six (36) inches in height, and is constructed of a style that is decorative and one that does not provide screening or security.
- C. Multiple Frontage Lot. Fences constructed within any yard other than the front, shall be constructed no closer than ten (10) feet from the property line.

D. Residential Fence Regulation Table.

Residential Fence Regulations				
Lot type	Interior Lot	Corner Lot	Double Frontage	Triple Frontage
Max height	6-Feet	6-Feet	6-Feet	6-Feet
Front Setback	Front of house	Front of house	Front of house	Front of house
Side Setback	0-Feet	0-feet	0-Feet	0-Feet
Side Frontage	N/A	10-feet	N/A	10-feet
Rear Setback	0-Feet	0-Feet	10-Feet	10-Feet

4. Commercial or Industrial Districts.

- A. Requirements. Fence height shall not exceed eight (8) feet tall in all commercial or industrial districts, with the exception of secondary front yards and double or triple fronted lots. The fence must be constructed such that the finished side of the fence is facing the street or adjacent property.
- B. Multiple Frontage Lot. Fences constructed within any yard other than the front shall be constructed no closer than ten (10) feet from the property line.
- C. Front Yard. No opaque fence may be constructed in any front yard.
- D. Additional Industrial Requirements. Facilities listed below shall have a soil berm, or a brick or wood privacy fence no less than six (6) feet in height, which completely obscures the property. There shall be a maximum of one opening in the berm, wall or fence facing any public street for each two hundred (200) feet of length.

- 1. Mini storage and warehouse facilities
- 2. Automobile, tractor or machinery wrecking and used parts yards
- 3. Salvage, iron or rags, storage or bailing, and waste paper yards
- 4. Other similar activities/uses as permitted by the Zoning Administrator

- 5. Fencing along Trails and Sidewalks: Fences constructed along bike trails or sidewalks must be constructed with a minimum setback of 10 feet from the public right of way. Fences that border trails or sidewalks that run in-between two properties must be constructed with a minimum setback of three (3) feet from the public right-of-way.

- 6. Materials. Fences are to be constructed out of customarily used materials such as chain link, wrought iron, aluminum, wood, polyvinyl chloride (PVC), ornamental woven wire, stone, masonry or other similar materials. Chain link type fences or ornamental woven wire fences shall not include plastic or wood slats or strips, bamboo, or reed that are intended to make the fence opaque. Wood fences shall be constructed of treated lumber, cedar, redwood, or similar types of wood that are resistant to decay.

- A. Coloring. All fences and walls must be of an earth tone, neutral, or natural color such as white, black, gray, tan, brown, or green. Bright, fluorescent or metallic colors are not permitted. Pictures, images, lettering, logos, graphics, or artwork are not permitted on fences, unless it is a sign that has been properly permitted under the sign ordinance.
- B. Temporary Fencing. 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.
- C. Prohibited Materials. 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.

7. Accessory Structures.

- A. Animal Runs: Domesticated animal runs in residential districts are permitted in rear yards with a five (5) foot setback from all lot lines. Adequate screening shall be provided to reduce visibility and noise to adjoining property owners. Domesticated animal runs shall not exceed six (6) feet in height. Domesticated animal exercise yards in commercial or industrial districts may be indoors or outdoors. If outdoors, the structure shall be screened with solid fencing, eight (8) feet in height, and shall be set back at least ten (10) feet from any adjacent property line.
- B. Dumpster Enclosures. All trash and recycle containers and enclosures shall be located within an enclosed masonry surrounding wall between six (6) to eight (8) feet in height, with appropriate opaque, metal framed gate. Gates shall not be constructed with chain link and slats. The gate shall not face a public street and shall be mounted on durable metal posts to withstand heavy use or damage. The enclosure shall be consistent in architecture and materials to the principal structure.
- C. Pools and Hot Tubs. Pools and hot tubs with the capability of holding water at least twenty-four (24) inches in depth shall be surrounded by a fence at least four (4) feet in height. Pools with a power safety cover or spas with a safety cover complying with ASTM F 1346 shall not be required to have a fence.

8. Retaining Walls. Retaining walls are not required to follow the fence and wall yard, setback, and height requirements established in this section. However, retaining walls shall be subject to the requirements of the forty (40) foot vision triangle. Retaining walls should not be installed in the front yard setback whenever possible.

- A. Setback. Retaining walls shall be set back from side and rear property line one (1) foot for every one (1) foot of height, unless a mutual written agreement on the height and location of the retaining wall has been made with the adjoining property owner. Retaining walls shall be setback at least three (3) feet from any public right-of-way.
- B. Retaining walls which are more than four (4) feet in height shall be structurally engineered. The written design specifications, elevations and site plan showing the exact location of the wall shall be provided along with the required building permit application to the Building Official.
- C. In the case of retaining walls supporting embankments in all zoning districts, the above requirements shall apply only to that part of the wall above the ground surface of the retained embankment. Additionally, such wall retaining embankments of a vertical distance greater than thirty (30) inches shall have a handrail, guardrail, or landscaping to minimize the possibility of an accidental fall from the upper surface to the lower level approved by the Zoning Administrator.

9. Construction and Maintenance. All fences shall be constructed in a sound and sturdy manner and shall be maintained in a good state of repair, including the replacement of defective parts, painting, and other acts required for maintenance. The Zoning Administrator, or their designee, after ten (10) days' notice to the owner, may order the removal of any fence or wall that is not maintained in accordance with the provisions of this code and assess the cost of fence or wall removal against the property where said fence or wall 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 property owner or renter.
10. Highway 141 Corridor. For properties located within the Highway 141 Mixed Use Development Corridor, please see Chapter 165A for additional applicable fence and wall requirements.
11. Transportation Corridor Mixed Use Development Overlay District. For properties located within the Transportation Mixed Use Development Corridor Overlay District, please see Chapter 165B for additional applicable fence and wall requirements.
12. Specific Exceptions.
 - A. Barbed wire and electric fences shall not be allowed to enclose any property without the consent of the City Council, and may be granted only for property that consists of ten (10) or more acres and is used primarily as agricultural land.
 - B. An exception may be approved by the Zoning Administrator, or their designee, for sun and/or wind screen material applied to fences directly associated with sports or recreation facilities including tennis courts, baseball fields, basketball courts, football fields, running tracks and soccer facilities.
 - C. Temporary construction and special event fences, barricades, railings, or other similar barriers installed to provide temporary site security and/or safety in conjunction with construction work or special events may be allowed in any district during periods of construction or the duration of the special event. Any such temporary fences shall be removed upon completion of the construction work or special event. Permit applications for under this section shall specify the duration and purpose for which the fences, barricades, railings or other barriers will be in place. Time extensions may be given after review and approval by the Zoning Administrator or their designee.
 - D. Fences or walls installed as a method of screening mechanical equipment may exceed height limitations of the specific zoning district to effectively screen mechanical equipment. The fence or wall shall be located in direct proximity to the equipment. All requested fences or walls shall be opaque in design and be built out of materials consistent with the architecture and materials of the principal building. Any open area required for ventilation of the equipment shall be designed to prevent full view of the equipment. The design of the screen fence or wall and the height required for full screening shall be provided at the time of a building permit or site plan application, and are subject to recommendation of the Zoning Administrator and approval by the City Council.

12-5-9 Prohibited Storage of Motor Vehicles: Outdoor storage of motor vehicles not currently licensed is prohibited in all zoning districts, except motor vehicles held for sale by a licensed motor vehicle dealer at his or her place of business in a zoning district where motor vehicle sales are permitted.

12-5-10 Nonconforming Uses of Land, Nonconforming Structures, and Nonconforming Uses of Structures: Within the various districts established by this chapter or amendments that may later be adopted, there exist structures and uses of land and structures which were lawful prior to the adoption of the zoning ordinance codified in this chapter but which would be prohibited, regulated, or restricted under the provisions of this chapter. It is the intent of this chapter to permit these nonconformities to continue until they are removed, but not to encourage their survival. Such uses are declared by this chapter to be incompatible with permitted uses in the districts involved.

1. Nonconforming Uses of Land in Residential Districts. The lawful use of land upon which no building or structure is erected or constructed which becomes nonconforming under the terms of this chapter as adopted or amended may be continued so long as it remains otherwise lawful, subject to the following provisions:
 - A. No such nonconforming use shall be enlarged or increased or extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this chapter.
 - B. No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel which was not occupied by such use at the effective date of adoption or amendment of this chapter.
 - C. If any such nonconforming use of land ceases for any reason for a period of more than six (6) months, any subsequent use of such land shall conform to the district regulations for the district in which such land is located.
2. Nonconforming Uses of Structures in Residential Districts. If a lawful use of a structure, or of a structure and land in combination, exists at the effective date of adoption or amendment of this chapter, that would not be allowed in the district under the terms of this chapter, the use may be continued so long as it remains otherwise lawful, subject to the following provisions:
 - A. No existing structure devoted entirely or in part to a use not permitted by this chapter in the district in which it is located, except when required by law, shall be enlarged, extended, reconstructed, moved, or structurally altered, unless the use is changed to a use permitted in the district in which said structure is located.
 - B. Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this chapter. No such use shall be extended to occupy any land outside such building.

- C. If no structural alterations are made, a nonconforming use of a structure may be changed to another nonconforming use of a similar nature within the same or a more restricted classification. Whenever a nonconforming use has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed to a less restrictive use.
 - D. In the event that a nonconforming use of a structure, or structure and land in combination, is discontinued or abandoned for a period of two (2) years, the use of the same shall thereafter conform to the uses permitted in the district in which it is located. Where nonconforming use status applies to a structure and land in combination, removal or destruction of the structure shall eliminate the nonconforming status of the land.
 - E. Any structure devoted to a use made nonconforming by this chapter that is destroyed by any means to an extent of sixty percent (60%) or more of its replacement cost at the time of destruction, exclusive of the foundations, shall not be reconstructed and used as before such happening. If the structure is less than sixty percent (60%) destroyed above the foundation, it may be reconstructed and uses as before provided it is done within six (6) months of such happening, and is built of like or similar materials.
3. Nonconforming Structures in Residential Districts. Where a structure exists at the effective date of adoption or amendment of this chapter that could not be built under the terms of this chapter by reason of restrictions on area, lot coverage, height, yards, or other characteristics of the structure or its location on the lot, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
- A. No such structure may be enlarged or altered in a way which increases its nonconformity.
 - B. Should such structure be destroyed by any means to an extent of sixty percent (60%) or more of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this chapter.
4. Nonconforming Uses of Land in any District Other Than a Residential District. The regulations described in subsection 1 of this section also apply to this subsection.
5. Nonconforming Uses of Structures in any District Other Than a Residential District. The regulations described in subsection 2 of this section also apply to this subsection, except that any structure in any district other than a residential district devoted to a use made nonconforming by this chapter may be structurally altered or enlarged in conformity with the lot area, lot coverage, frontage, yard, height, and parking requirements of the district in which located, provided such construction shall be limited to buildings on land owned, or recorded, by the owner of the land devoted to the nonconforming use prior to the effective date of this chapter. Such structural alteration or enlargement shall not authorize the substitution of a nonconforming use that is less restrictive than the one to which the structure was devoted at the time of passing of this chapter.
6. Nonconforming Structures in any District Other Than a Residential District. The regulations described in subsection 3 of this section also apply to this subsection.

7. Required Repairs and Unauthorized Nonconformities. Nothing in this chapter shall be deemed to prevent the restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official. Any use of land, use of structure, or structure in existence at the time of adoption of this chapter which was not an authorized nonconformity under any previous zoning ordinance or similar regulations shall not be authorized to continue its nonconforming status pursuant to this chapter or amendments thereto.

12-5-11 Permits Previously Issued. Nothing herein contained shall require any change in the overall layout, plans, construction, size or designated use of any building, or part thereof, for which approvals and required permits have been granted before the enactment of this chapter, the construction of which in conformance with such plans shall have been started prior to the effective date of this chapter and completion thereof carried on in a normal manner and not discontinued for reasons other than those beyond the builder's control.

12-5-12 Zoning Districts Dividing Property

Where one (1) parcel of property is divided into two (2) or more portions by reason of different zoning district classification, each of these portions shall be used independently of the other in its respective zoning classification, and for the purpose of applying the regulations of this chapter, each portion shall be considered as if in separate and different ownership.

12-6 Agriculture Districts

12-6-1 A-1 District Regulations. The A-1 Agricultural District is intended and designed to preserve the agricultural resources and agricultural lands within the City that are not expected to develop into urban uses in the immediate future.

1. Principal Permitted Uses. Only the uses of structures or land listed in this section are permitted in the A-1 District.
 - A. Agriculture and the usual agricultural buildings and structures including raising of livestock and poultry, and grain storage and grain drying facilities; excluding feed lots and poultry farms.
 - B. Single family (non-farm) dwellings.
 - C. Churches, chapels, temples, and similar places of worship.
 - D. Public and parochial schools, elementary and secondary, and other educational institutions.
 - E. Forests and wildlife preserves.
 - F. Private riding stables.
 - G. Cemeteries, including mausoleums.

- H. Kennels for the raising, breeding and boarding of dogs or other small animals, provided that all buildings, including exercise runways, be at least two hundred (200) feet from all property lines.
- I. Nurseries, greenhouses and truck gardens.
- J. Publicly owned parks, playgrounds, golf courses, and recreation areas.
- K. Private noncommercial recreational areas and centers, including country clubs, swimming pools, golf courses and riding stables, but not including automotive race tracks, miniature golf courses, drive-in theaters and similar commercial uses.
- L. Public water supply and sewage treatment facilities.
- M. Electrical and natural gas transmission and regulating facilities.

2. Special Use Permits. The following uses may be permitted in the A-1 District subject to approval by the Board of Adjustment after notice and public hearing. In its determination upon the particular use at the location requested, the Board shall consider whether the proposed location, design, construction and operation of the particular use adequately safeguard the health, safety and general welfare of persons residing or working in adjoining or surrounding property. In addition, if the planned facility is the construction of a public or private sanitary landfill, solid waste disposal facility, or a facility to compost yard waste, the Board of Adjustment shall determine whether or not a permit has been issued for the construction of the facility as required by Iowa law by the Department of Natural Resources, the Environmental Protection Commission, and/or any other appropriate governmental agency. In addition, the Board of Adjustment shall require that an operational manual be submitted with the Application for Special Use Permit, and that the public or private sanitary landfill, solid waste disposal facility, and/or compost facility complies with all requirements adopted by the Environmental Protection Commission at Iowa Administrative Code Chapters 567-100 through 567-105 (1990), which are hereby adopted and incorporated herein. Copies of these Iowa Administrative Code chapters are on file with the Clerk for public inspection. The uses subject to the above provisions include the construction or enlargement of the following:

- A. Mink and chinchilla farms and ranches.
- B. Publicly owned or private aircraft landing fields or airports.
- C. Mining and extraction of minerals and raw materials, including sand and gravel, subject to prior approval of the Iowa Department of Natural Resources of any such operation located in or on the flood plain of any river or stream.
- D. Public or private sanitary landfills and solid waste disposal facilities.

- E. Feed lots and poultry farms.
- F. Private gun clubs, skeet-shooting ranges and similar uses.
- G. Any public building erected and used by any department of a township, County, State, or the Federal government, not previously allowed as a principal permitted use.
- H. Any compost facility to be used for the composting of yard waste. Yard waste is defined as grass clippings, and tree or bush branches or leaves. The definition of yard waste does not include materials used in co-composting such as sludge, manure or paunch.

Application for a special use permit under the terms of this section shall be accompanied by evidence concerning the feasibility of the proposed request and its effect on surrounding property and shall include a site plan defining the areas to be developed for buildings and structures, the areas to be developed for parking, the locations of driveways and the points of ingress and egress, including access roads where required, the location and height of walls, the location and type of landscaping, the location, size and number of signs and the manner of providing water supply and sewage treatment facilities. A facility designed in whole or part to co-compost as defined by Chapter 107 shall not be a permitted use or special use under A-1 district regulations. In the event a special use permit is granted under the terms of this section, any change thereafter in the approved use or site plan shall be resubmitted and considered in the same manner as the original proposal.

3. Permitted Accessory Uses. The following accessory uses are permitted in the A-1 District.

- A. Uses of land or structures customarily incidental and subordinate to one of the permitted principal uses, unless otherwise excluded.
- B. Private garage or carport.
- C. One mobile home utilized as living quarters for persons employed on a farm.
- D. Home occupations as permitted in and as limited by Section 165.16 of this chapter.
- E. The taking of boarders or the leasing of rooms by a resident family, provided the total number of boarders and roomers does not exceed three (3) per building.
- F. Temporary buildings, including mobile homes or trailers, for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of the construction work.
- G. One board sign not to exceed fifty (50) square feet in area referring to the construction, lease, hire, or sale of a building, premises, or lots, which sign shall refer to property on which the sign is located, and shall be removed as soon as the premises are sold or leased or construction completed.
- H. Institutional bulletin boards.

- I. Roadside stands for the sale of products grown on the premises.
 - J. Signs, not exceeding ten (10) square feet in area, identifying the premises or indicating the product grown or material and equipment used on the premises.
 - K. Satellite receiving antenna mounted on the ground in the rear yard or attached to principal building facing rear yard at a height no greater than the peak of the roof, not to exceed a maximum height of fifteen (15) feet. The mounting of the antenna shall be in accordance with the City Building Code. The height of the antenna shall be measured vertically from the highest point of the antenna when positioned for operation, to the bottom of the base which supports the antenna. Satellite receiving antenna mounted on a trailer or vehicle may be allowed in rear yard for a period not to exceed fifteen (15) days.
 - L. Solar collectors mounted on the ground in the rear yard or attached to principal building facing front, side or rear yard at a height no greater than the peak of the roof of the principal structure. The mounting of the solar collectors shall be in accordance with the City Building Code. If required, solar access easement may be obtained from adjoining property owner in accordance with the State statutes.
 - M. Wind generator mounted on the ground in the rear yard, in accordance with the City Building Code and in accordance with existing or hereafter adopted ordinances of the City.
- 4. Bulk Regulations. See Table 165.48 for minimum requirements subject to the modifications contained in Section 165.36.
 - 5. Minimum Width Regulation. The minimum dimension of the main body of the principal building shall not be less than twenty (20) feet.
 - 6. Perimeter Foundation Requirement. A permanent perimeter foundation, meeting the City Building Code standards, is required for all principal buildings.
 - 7. Off-Street Parking and Loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 165.34.
 - 8. Site Plans. Site plans shall be required in accordance with the provisions of Section 165.38 for all uses permitted in this district except for the following: 1) single family dwellings and 2) agriculture and the usual agricultural buildings and structures including raising of livestock and poultry, and grain storage and grain drying facilities; excluding feed lots and poultry farms.

12-7 Residential Districts

12-7-1 R-1 District Regulations. The R-1 Single Family Dwelling District is intended and designed to provide for certain low-density residential development in areas where such development seems likely to occur.

1. Principal Permitted Uses. Only the uses of structures or land listed in this section are permitted in the R-1 District.

- A. Single family dwellings.
- B. Churches, chapels, temples, and similar places of worship, provided that all principal buildings be set back a minimum of forty (40) feet from all property lines.
- C. Public and parochial schools, elementary and secondary, and other educational institutions having an established current curriculum as ordinarily given in the public schools, provided that all principal buildings be set back a minimum of forty (40) feet from all property lines.
- D. Family homes as permitted by and as limited by Section 414.22 of the Code of Iowa.
- E. Publicly owned parks, playgrounds, golf courses, and recreation areas.
- F. Private noncommercial recreational areas, including country clubs, swimming pools, tennis clubs and golf courses.
- G. Cemeteries, including mausoleums.
- H. Agricultural uses, including nurseries, greenhouses and truck gardens, provided that no offensive odors or dust are created, and provided further, that no retail sales or the raising and keeping of livestock or poultry are permitted on the premises.

2. Permitted Accessory Uses.

- A. Uses of land or structures customarily incidental and subordinate to one of the permitted principal uses, unless otherwise excluded.
- B. Private garage or carport.
- C. Home occupations as permitted in and as limited by Section 165.16.
- D. The taking of boarders or the leasing of rooms.
- E. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of the construction work.
- F. Temporary use of a dwelling structure within a new subdivision as a job office and real estate office for the subject subdivision, which shall terminate upon completion or abandonment of the project.
- G. One board or sign not to exceed fifty (50) square feet in area referring to the construction, lease, hire, or sale of a building, premises, or subdivision lots, which sign shall refer to

property on which the sign is located, and shall be removed as soon as the premises are sold or leased or construction completed.

H. Institutional bulletin board sign.

I. Child care facility or daycare.

J. Satellite receiving antenna, mounted on the ground in the rear yard or attached to the principal building facing rear yard at a height no greater than the peak of the roof, not to exceed a maximum height of fifteen (15) feet. The mounting of the antenna shall be in accordance with the City Building Code. The height of the antenna shall be measured vertically from the highest point of the antenna when positioned for operation, to the bottom of the base which supports the antenna. No antenna in the "R" District shall be greater than twelve (12) feet in diameter. Satellite receiving antenna mounted on a trailer or vehicle may be allowed in the rear yard for a period not to exceed fifteen (15) days.

K. Solar collectors mounted on the ground in the rear yard or attached to principal building facing front, side or rear yard at a height no greater than the peak of the roof of the principal structure. The mounting of solar collectors shall be in accordance with the City Building Code. If required, solar access easement may be obtained from adjoining property owner in accordance with the State statutes.

3. Bulk Regulations. See Table 165.48 for minimum requirements subject to the modifications contained in Section 165.36.

4. Minimum Width Regulation. The minimum dimension of the main body of the principal building shall not be less than twenty (20) feet.

5. Perimeter Foundation Requirement. A permanent perimeter foundation, meeting the City Building Code standards, is required for all principal buildings.

6. Off-Street Parking and Loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 165.34 and.

12-7-2 R-2 District Regulations. The R-2 Single and Two Family Dwelling District is intended and designed to provide for certain medium density residential areas now developed with single family and two family dwellings, and areas where similar residential development seems likely to occur.

1. Principal Permitted Uses. Only the uses of structures or land listed in this section are permitted in the R-2 District.

A. Any use permitted in the R-1 District.

B. Single and two family dwellings.

C. Conversions of single family dwellings into two family dwellings in accordance with the lot area, frontage, height and yard requirements of this section.

D. Institutions of a religious, educational or philanthropic nature, including libraries.

2. Permitted Accessory Uses. Accessory uses permitted in the R-2 District are the same as those permitted in and as limited in the R-1 District.
3. Bulk Regulations. See Table 165.48 for minimum requirements subject to the modifications contained in Section 165.36.
4. Minimum Width Regulation. The minimum dimension of the main body of the principal building shall not be less than twenty (20) feet.
5. Perimeter Foundation Requirement. A permanent perimeter foundation meeting the City Building Code standards is required for all principal buildings.
6. Off-Street Parking and Loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 165.34 and 165.35 of this chapter.

12-7-3 R-2 60 District Regulations. The R-2 60 Single and Two Family Dwelling District is intended and designed to provide a buffer and transitional area between R-3 or Commercial Zoned Districts and Single Family Dwelling Districts, and areas where similar residential development seems likely to occur.

1. Principal Permitted Uses.

- A. Any use permitted in the R-1 District.

- B. Single and two family dwellings.

- C. Conversions of single family dwellings into two family dwellings in accordance with the lot area, frontage, height and yard requirements of this section.

- D. Institutions of a religious, educational or philanthropic nature, including libraries.

2. Permitted Accessory Uses. Accessory uses permitted in the R-2 District are the same as those permitted in and as limited in the R-1 District.
3. Bulk Regulations. See Table 165.48 for minimum requirements subject to the modifications contained in Section 165.36.
4. Minimum Width Regulation. The minimum dimension of the main body of the principal building shall not be less than twenty (20) feet.
5. Perimeter Foundation Requirement. A permanent perimeter foundation meeting the City Building Code standards is required for all principal buildings.
6. Off-Street Parking and Loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 165.34 of this chapter.

12-7-4 R-2 70 District Regulations. The R-2 70 Single and Two Family Dwelling District is intended and designed to provide for single family and certain medium density residential areas now developed with single family and two family dwellings, and areas where similar residential development seems likely to occur.

1. Principal Permitted Uses.

- A. Any use permitted in the R-1 District.
 - B. Single and two family dwellings.
 - C. Conversions of single family dwellings into two family dwellings in accordance with the lot area, frontage, height and yard requirements of this section.
 - D. Institutions of a religious, educational or philanthropic nature, including libraries.
- 2. Permitted Accessory Uses. Accessory uses permitted in the R- 2 District are the same as those permitted in and as limited in the R-1 District.
 - 3. Bulk Regulations. See Table 165.48 for minimum requirements subject to the modifications contained in Section 165.36.
 - 4. Minimum Width Regulation. The minimum dimension of the main body of the principal building shall not be less than twenty (20) feet.
 - 5. Perimeter Foundation Required. A permanent perimeter foundation meeting the City Building Code standards is required for all principal buildings.
 - 6. Off-Street Parking and Loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 165.34 of this chapter.

12-7-5 R-3 District Regulations. The R-3 Multiple Family Dwelling District is intended and designed to provide for certain medium and high density residential areas now developed with two family and multiple family dwellings and areas where similar residential development seems likely to occur. The R-3 district is divided into two districts: R-3 Med. and R-3 High. R-3 Med. and R-3 High districts are defined and their intentions and requirements are provided in 165.23A and 165.23B respectively. Any reference in this chapter to the uses or requirements of the R-3 district shall refer to the requirements and uses listed and described in 165.23A (R-3 MED) and 165.23B (R-3 HIGH). Effective as of January 1, 2006 all R-3 District areas shall be considered as R-3 HIGH unless restricted by special conditions.

12-7-6 R-3 Medium District Regulations. The R-3 Med. (Medium Density Two or More Family Dwelling District) is intended and designed to provide for certain medium density residential areas now developed with two family and multiple family dwellings and areas where similar residential development seems likely to occur.

- 1. Principal Permitted Uses. Only the uses of structures or land listed in this section are permitted in the R-3 District.
 - A. Two family dwellings and multiple family dwellings, including row dwellings and condominium dwellings.
 - B. Boarding and rooming houses.

- C. Institutions of a religious, educational, or philanthropic nature, including libraries.
- D. Colleges and universities, both public and private, including administrative buildings, classrooms, dormitories, athletic facilities, and similarly related structures, but not including commercial trade schools and business colleges.
- E. Nursing, convalescent and retirement homes.
- F. Private clubs, lodges, or veterans organizations, except those holding a wine permit or beer permit or liquor license.

2. Permitted Accessory Uses.

- A. Accessory uses permitted in and as limited in the R-1 District.
- B. One non-lighted sign not to exceed eight (8) square feet in total area attached flat against the principal structure, indicating the name of the premises and/or the names of the occupants, is permitted.
- C. In lieu of subsection B above, one monument or directory sign is permitted. Such sign shall not exceed twenty (20) square feet in area and shall be set back at least twenty (20) feet from any public right-of-way or property line. Such sign may be indirectly or internally lighted.

- 3. Bulk Regulations. See Table 165.48 and Table 165.49 for minimum requirements subject to the modifications contained in Section 165.36.
- 4. Minimum Width Regulation. The minimum dimension of the main body of the principal building shall not be less than twenty (20) feet.
- 5. Perimeter Foundation Requirements. A permanent perimeter foundation meeting the City Building Code standards is required for all principal buildings.
- 6. Off-Street Parking and Loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 165.34.
- 7. Site Plans. Site plans shall be required in accordance with the provisions of Section 165.38 for all uses permitted in this district.

12-7-7 R-3 High District Regulations. The R-3 High (High Density Multiple Family Dwelling District) is intended and designed to provide for certain high-density residential areas now developed with two family and multiple family dwellings and areas where similar residential development seems likely to occur.

- 1. Principal Permitted Uses. Only the uses of structures or land listed in this section are permitted in the R-3 District.

- A. Multiple family dwellings, including row dwellings and condominium dwellings .
- B. Boarding and rooming houses.
- C. Institutions of a religious, educational, or philanthropic nature, including libraries.
- D. Colleges and universities, both public and private, including administrative buildings, classrooms, dormitories, athletic facilities, and similarly related structures, but not including commercial trade schools and business colleges.
- E. Nursing, convalescent and retirement homes.
- F. Private clubs, lodges, or veterans organizations, except those holding a wine permit or beer permit or liquor license.

2. Permitted Accessory Uses.

- A. Accessory uses permitted in and as limited in the R-1 District.
 - B. One non-lighted sign not to exceed eight (8) square feet in total area attached flat against the principal structure, indicating the name of the premises and/or the names of the occupants, is permitted.
 - C. In lieu of subsection B above, one monument or directory sign is permitted. Such sign shall not exceed twenty (20) square feet in area and shall be set back at least twenty (20) feet from any public right-of-way or property line. Such sign may be indirectly or internally lighted.
3. Bulk Regulations. See Table 165.48 and Table 165.49 for minimum requirements subject to the modifications contained in Section 165.36.
4. Minimum Width Regulation. The minimum dimension of the main body of the principal building shall not be less than twenty (20) feet.
5. Perimeter Foundation Requirements. A permanent perimeter foundation meeting the City Building Code standards is required for all principal buildings.
6. Off-Street Parking and Loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 165.34.
7. Site Plans. Site plans shall be required in accordance with the provisions of Section 165.38 for all uses permitted in this district.

12-7-8 R-5 District Regulations. The R-5 Mobile Home Park District is intended and designed to provide for certain high-density residential areas of the City for the development of mobile home parks which, by reason of their design and location, will be compatible with nearby residential areas.

1. Principal Permitted Uses. Only the uses of structures or land listed in this section are permitted in the R-5 District.

A. Any use permitted in the R-1 District.

B. Mobile home parks, in accordance with the provisions of this section and applicable State statutes.

2. Permitted Accessory Uses.

A. Accessory uses permitted in and as limited in the R-1 District.

B. Accessory buildings as may be required by State statute.

C. One indirectly lighted sign may be erected facing each public street on which the mobile home park fronts, showing the name of the mobile home park and other information pertinent thereto, provided that such sign does not have an area of more than twenty (20) square feet.

3. Bulk Regulations. The following minimum requirements shall be observed subject to the modifications contained in Section 165.36.

A. For any permitted use except a mobile home park, the minimum requirements are the same as those set out for the R-1 District.

B. For any mobile home park the requirements are as follows:

(1) The minimum total mobile home park area shall be three (3) acres.

(2) Each yard abutting on a public street shall be considered a front yard and shall be a minimum of fifty (50) feet.

(3) All other yards, whether side or rear, shall be a minimum of fifty (50) feet when adjacent to any other "R" District, and thirty (30) feet when adjacent to an "A", "C" or "M" District.

(4) The minimum lot space for each mobile home shall be 4,000 square feet and shall measure at least fifty (50) by eighty (80) feet.

(5) Mobile homes shall be located on each space so that there will be at least a twenty (20) foot clearance between each mobile home, a five (5) foot open space between

the mobile home including any permanently enclosed appendage, and any driveway, walkway, or mobile home space boundary; and a ten (10) foot open space at the rear of the mobile home.

4. Plan Required. Each petition for a change to the R-5 zoning classification submitted to the Council shall be accompanied by a mobile home park plan. Said plan shall show each mobile home space, the water, electrical and sewer lines serving each mobile home space, the location of fire hydrants, service buildings, driveways, walkways, recreation areas, required yards, parking facilities, lighting, landscaping and facilities for disposal of garbage and trash in accordance with State law and this chapter. If public water and sanitary sewerage facilities are not available to the mobile home park site, private water and sewerage systems shall be provided in accordance with the requirements of the Iowa Department of Natural Resources, subject to approval of the Council. The plan shall be considered by the Planning and Zoning Commission and the Council, who may approve or disapprove said plan or require such changes thereto, as are deemed necessary to effectuate the intent and purpose of this chapter. All changes to the R-5 classification shall be made in accordance with the provisions of Section 165.44 of this chapter.
5. Existing Mobile Home Parks. Mobile home parks in existence at the time of passage of the ordinance codified in this chapter, which are zoned R-5 by this chapter, shall be considered as having met all of the requirements of this section. Any enlargements, additions or extensions of such mobile home parks shall be in accordance with the provisions of this section.

12-8 PUD Regulations

12-8-1 R-4 District Regulations. The R-4 Planned Residential Development District is intended to provide for the development or redevelopment of tracts of ground on a unit basis, allowing greater flexibility of land use and building locations than the conventional single lot method provided in other sections of this chapter. It is the intent of this section that basic principles of land use planning, including an orderly relationship between various types of land uses, be maintained and that zoning standards set forth in this chapter and other ordinances of the City concerning adequate light and air, recreation, open space and building coverage be preserved.

1. Submission of Petition and Preliminary Plan. The owner or owners of any tract of land comprising an area of not less than five (5) acres may petition the Council for a change to R-4 Zoning District Classification. The petition shall be accompanied by evidence that the proposed development is compatible with the surrounding area, evidence showing how the owner or owners propose to maintain any common ground included within the development, evidence of the feasibility of providing adequate storm and surface water drainage, water mains and sanitary sewers for the proposed development, and evidence that the developer is capable of successfully completing the proposed development. A preliminary plan of the proposed development shall be submitted in triplicate, showing in schematic form the proposed location of all of the following:
 - A. Buildings and uses, the height and exterior design of typical dwellings and the number of dwelling units in each;
 - B. Parking areas;

- C. Access drives;
- D. Streets abutting or within the proposed development;
- E. Walks;
- F. Site topographic features;
- G. Landscaping and planting areas;
- H. Required peripheral yards;
- I. Common land, recreation areas and parks;
- J. Existing utility or other easements; and
- K. Development stages and timing.

2. Referral to Commission. The petition and all attachments shall be referred to the Planning and Zoning Commission for study and report after public hearing. The Commission shall review the conformity of the proposed development with the standards of the Comprehensive Land Use Plan and with recognized principles of engineering design, land use planning and landscape architecture. After public hearing, the Commission may approve or disapprove the preliminary plan and request for rezoning as submitted, or require that the petitioner amend the plan to preserve the intent and purpose of this chapter to promote public health, safety and general welfare.
3. Referral to Council. The petition and preliminary plan along with the Commission's recommendations on the request for rezoning shall then be referred to the Council. The Council, after public hearing, may approve or disapprove the preliminary plan and request for rezoning, as reported, or may require such changes as are necessary to preserve the intent and purpose of this chapter to promote public health, safety and the general welfare.
4. Submission of Final Development Plan. If the Council approves the preliminary plan and request for rezoning, the applicant shall submit within 270 days, or such longer period as may be approved by the Council after recommendation by the Commission a final development plan, in triplicate, of not less than one stage of the proposed development showing in detail the proposed location of all of the following:
 - A. Buildings and uses, the height and exterior design of typical dwellings and the number of dwelling units in each;
 - B. Parking areas;

- C. Access drives;
- D. Streets abutting or within the proposed development;
- E. Walks;
- F. Walls and fences;
- G. Landscaping and plant material;
- H. Required peripheral yards;
- I. Common land, recreation areas and parks;
- J. Existing and proposed utilities and public easements;
- K. Signs and their area and dimensions;
- L. Storm and sanitary sewer lines;
- M. Water mains; and
- N. Development stages and timing.

5. Accompanying Documents. The final development plan shall be accompanied by the following required documents:

- A. If the proposed development includes common land which will not be dedicated to the City, and the proposed development will not be held in single ownership, proposed bylaws of a homeowner's association fully defining the functions, responsibilities and operating procedures of the association. The proposed bylaws shall include but not be limited to the following provisions:
 - (1) automatically extending membership in the association to all owners of dwelling units within the development;
 - (2) limiting the uses of common property to those permitted by the final development plan;
 - (3) granting to each owner of a dwelling unit within the development the right to the use and enjoyment of the common property;
 - (4) placing the responsibility for operation and maintenance of the common property in the association;
 - (5) giving every owner of a dwelling unit voting rights in the association; and

(6) if the development will combine rental and for sale dwelling units, stating the relationship between the renters and the homeowner's association and the rights renters shall have to use of the common land.

- B. Performance bond or bonds, in accordance with the requirements of Chapter 166 of this Code of Ordinances, which bond or bonds shall insure to the City that the dedicated public streets and utilities, including sewers and water mains, located therein and other common development facilities shall be completed by the developer within the time specified on the final development plan.
 - C. Covenant to run with the land, in favor of the City and all persons having a proprietary interest in any portion of the development premises, that the owner or owners of the land or their successors in interest will maintain all interior streets, parking areas, sidewalks, common land, parks and plantings which have not been dedicated to the City, in compliance with the ordinances of the City.
 - D. Any additional easements and/or agreements required by the Council at the time of preliminary plan approval.
 - E. A final plat shall be submitted with each stage of the final development plan. The plat shall show building lines, lots and/or blocks, common land, streets, easements and other applicable items required by Chapter 166. Following approval of the final plat by the Commission and Council, the plat shall be recorded with the Polk County Auditor and Recorder.
6. Review of Final Development Plan. The final development plan and required documents shall be reviewed by the Commission for compliance with the standards of this section and substantial compliance with the preliminary plan. The Commission's recommendations and report on the final development plan shall be referred to the Council. The Council shall review the final development plan and approve it if it complies with the standards of this section and is in substantial compliance with the preliminary development plan. No building permits shall be issued until the final development plan and final plat have been approved by the Council.
7. Standards. Permitted principal and accessory land uses, lot area, yard and height requirements shall be as set out below, which shall prevail over conflicting requirements of this chapter or of Chapter 166 of this Code of Ordinances.
- A. Buildings shall only be used for residential purposes, occupant garages, occupant storage space and similar accessory uses, noncommercial recreational facilities and community activities, including churches and schools.
 - B. The minimum lot and yard requirements of the zoning districts in which the development is located shall not apply, except that minimum yards specified in the district or suitable screening or buffering shall be provided around the boundaries of the development. In the

absence of any appropriate physical barrier, the Council may require open space or screenings to be located along all or a portion of the development boundaries. The height requirements of the zoning district in which the development is located shall apply within one hundred twenty-five (125) feet of the development boundary.

- C. All public streets, water mains, sanitary sewer and storm sewer facilities shall comply with appropriate ordinances and specifications of the City.
- D. "Common land" as used in this section refers to land retained in private ownership for the use of the residents of the development or to land dedicated to the general public.
- E. Any land gained within the development because of the reduction in lot sizes, below minimum zoning ordinance requirements, shall be placed in common land to be dedicated to the City or retained in private ownership to be managed by a homeowner's association. The dedication of land to the City shall be subject to the approval of the Council.
- F. The requirements of Section 165.34, relating to off-street parking and loading, shall apply to all R-4 developments.
- G. Each stage of the final development plan shall comply with the density requirements of this section for the zoning district in which it is located.
- H. No stage of a final development plan shall contain less than three (3) acres.

8. Density Requirements. The maximum number of dwelling units permitted in an R-4 development shall be determined by dividing the net development area by the minimum lot area per dwelling unit required by the zoning district or districts in which the area is located. In the R-2 District, the single family dwelling requirement shall apply. Net development area shall be determined by subtracting the area set aside for churches and schools, if any, and deducting the area actually proposed for streets from the gross development area. The area of land set aside for common land, open space, or recreation shall be included in determining the number of dwelling units permitted. The maximum number of multiple dwelling units permitted in the R-4 development shall be determined by the zoning district in which the development is located as follows:

<u>Zoning District</u>	<u>Percentage of Total Dwelling Units Permitted as Multiples</u>
R-1	30%
R-2	50%
R-3	75%

If the development area contains two (2) or more different zoning classifications, the number of dwelling units permitted and the percentage of multiples allowed shall be determined in direct proportion to the area of each zoning classification contained in the entire tract.

9. Completion. The Council may make the approval of the development plan contingent upon the completion of construction and improvements within a reasonable period of time, provided however, that in the determination of such period, the Council shall consider the scope and magnitude of the development project and any schedule of construction and improvements submitted by the developer. Failure to complete all construction and improvements within said period of time shall be deemed sufficient cause for the Council, in accordance with the provisions of Section 165.33, to rezone the unimproved property to the classification effective at the time of original submission of the development plan, unless an extension is recommended by the Commission and approved by the Council for due cause shown. Any proposed change in the development plan after approval by the Council shall be resubmitted and considered in the same manner as the original proposal. For the purpose of this section, the term "unimproved property" means all property situated within a stage or stages of the final development plan upon which the installation of improvements has not been commenced.

10. Completion of Stages. In no event shall the installation of any improvements be commenced in the second or subsequent stages of the final development plan until such time as fifty percent (50%) of all construction and improvements have been completed in any prior stage of such plan.

12-9 Commercial Districts

12-9-1 C-1 District Regulations. The C-1 General Commercial District is intended to provide for the general retail shopping of persons living in the City and surrounding rural areas. The district is designed to include the central business district area. Uses permitted are similar to the C-2 District; however, bulk regulations are not required due to the density of the existing development.

1. Principal Permitted Uses. Only the uses of structures or land listed in this section are permitted in the C-1 District.

A. (Reserved).

B. Retail business or service establishments, including, but not limited to, the following and similar uses as may be determined by the Zoning Administrator.

(1) Antique shops

(2) Apparel shops

(3) Art shops

(4) Automobile accessory shops

(5) Automobile, trailer, motorcycle, boat and farm implement establishments for display, hire, rental and sales (including sales lots). This paragraph shall not be

construed to include automobile, tractor or machinery wrecking and rebuilding and used parts yards.

- (6) Bakeries or bakery outlets, retail sales only
- (7) Banks, savings and loan associations and similar financial institutions
- (8) Barber shops and beauty parlors
- (9) Bicycle shops, sales and repair
- (10) Billiard parlors and pool halls
- (11) Book stores
- (12) Bowling alleys
- (13) Camera stores
- (14) Carpenter and cabinet making shops
- (15) Clothes cleaning and laundry pickup stations
- (16) Collection offices of public utilities
- (17) Confectionery stores, including ice cream, snow cone, or snack bars
- (18) Dairy stores, retail only
- (19) Delicatessens
- (20) Department stores
- (21) Dance halls
- (22) Dance studios
- (23) Drug stores
- (24) Dry goods stores
- (25) Florist shops
- (26) Funeral homes and mortuaries

- (27) Furniture stores
- (28) Gas stations
- (29) Garages for general motor vehicle repair
- (30) Gift shops
- (31) Grocery stores, including supermarkets
- (32) Hardware stores
- (33) Hobby shops
- (34) Hotels and motels
- (35) Household appliances, sale and repair
- (36) Jewelry stores, and watch repair shops
- (37) Launderettes, coin-operated dry cleaning establishments, and dry cleaning or pressing establishments using only nonflammable solvents
- (38) Lawn mower repair shops
- (39) Locker plants for storage and retail sales only
- (40) Leather goods stores
- (41) Music stores
- (42) Music studios
- (43) Office buildings
- (44) Paint and wallpaper stores
- (45) Pet shops
- (46) Photographic studios, printing and developing establishments
- (47) Plumbing and heating shops
- (48) Post offices

- (49) Public auction rooms
- (50) Radio and television sales and repair shops
- (51) Restaurants
- (52) Sheet metal shops
- (53) Shoe and hat repair shops
- (54) Sporting goods stores
- (55) Tailor and dressmaking shops
- (56) Taverns and night clubs
- (57) Theaters
- (58) Toy stores
- (59) Upholstering shops
- (60) Used car sales lots
- (61) Variety stores
- (62) Veterinary clinics.

C. Combinations of the above uses.

D. Medical and dental clinics.

E. The office of a doctor, dentist, osteopath, chiropractor, optometrist or similar profession.

F. Business and professional offices including the following: law, engineering, architecture, real estate, insurance, accounting and bookkeeping and similar uses.

2. Permitted Accessory Uses.

A. Storage of merchandise incidental to the principal use.

B. Exterior signs located on the street frontages of principal buildings referring only to a use or uses located within such building, and attached or integral thereto, provided that:

- (1) Such signs do not have an aggregate surface area in excess of twenty percent (20%) of the total surface area of the building elevation to which they are attached;
- (2) Signs which project out from the building more than eighteen (18) inches must be at least twelve (12) feet above grade and may project a maximum of six (6) feet;
- (3) No sign shall project more than four (4) feet above the roof line or parapet where one sits.

C. One free standing or post sign referring only to a use or uses conducted on the premises may be erected in any yard abutting a public street, provided that:

- (1) Such sign does not have a surface area in excess of one hundred (100) square feet on any one side and no more than two sides of said sign are used for advertising purposes;
- (2) The bottom of the surface area of such sign is not less than twelve (12) feet above the ground surface upon which it is erected.

3. Bulk Regulations. The following minimum requirements shall be observed subject to the modifications contained in Section 165.36.

- A. Lot Area: Same as required in the R-3 High District for residential uses; no minimum requirement for any other permitted use
- B. Lot Area Per Dwelling Unit: Same as required in R-3 High District
- C. Lot Width: Same as required in R-3 High District for residential uses; no minimum requirements for any other permitted use
- D. Front Yard: Same as required in R-3 High District for residential uses; no minimum requirements for any other permitted use
- E. Side Yards: Same as required in R-3 High District for residential uses; no minimum requirements for any other permitted use, except when adjoining any "R" District, in which case – 10 feet
- F. Rear Yard: None required, except when adjoining any "R" District, in which case – 25 feet
- G. Maximum Height: 50 feet
- H. Maximum Number of Stories: 4 stories

12-9-2 C-2 District Regulations. The C-2 General and Highway Service Commercial District is intended to provide for general commercial areas outside of the central business district. These districts include

much of the commercial property existing along the major streets of the City. The uses permitted are intended to accommodate both the local retail consumer and the automobile-traveling public.

1. Principal Permitted Uses. Only the uses of structures or land listed in this section are permitted in the C-2 District.

A. Any use permitted and as limited in the C-1 District.

B. Retail, service, or recreational uses, such as the following:

- (1) Animal hospitals, veterinary clinics or kennels; provided any exercising runway shall be at least two hundred (200) feet from any "R" District boundary
- (2) Commercial swimming pools, skating rinks, golf driving ranges, miniature golf courses and similar recreational uses and facilities
- (3) Car washes
- (4) Drive-in restaurants
- (5) Drive-in theaters
- (6) Lumber yards, retail only
- (7) Monument sales yards.

C. Combinations of the above uses.

D. Mini storage and warehouse facilities, subject to the following provisions:

- (1) The construction of any mini storage or warehouse facility shall have a setback of 200 feet from any street.
- (2) The facility shall be totally enclosed and have a gate which is locked at all times the facility is not open for business.
- (3) The facility's buildings shall not be visible from any street or right-of-way. It shall have a soil berm or a brick or wood privacy fence that completely surrounds the facility's buildings on all sides except for the entrance. The soil berm or wall shall be equal in height to any mini storage or warehouse structure contained within the facility.

2. Permitted Accessory Uses.

A. Accessory uses and structures customarily incidental to any principal permitted use.

B. Storage of merchandise incidental to the principal use.

C. Exterior signs located on the street frontage of principal buildings referring only to a use or uses located within such building, and attached or integral thereto, provided that:

(1) Such signs do not have an aggregate surface area in excess of ten percent (10%) of the total surface area of the building elevation to which they are attached;

(2) Signs which project out from the building more than eighteen (18) inches must be at least twelve (12) feet above grade and may project a maximum of six (6) feet;

(3) No sign shall project more than four (4) feet above the roof line or parapet where one exists.

D. One free standing or post sign referring only to a use or uses conducted on the premises may be erected in any yard abutting a public street, provided that:

(1) Such sign does not have a surface area in excess of two hundred (200) square feet on any one side and not more than two sides of said signs are used for advertising purposes.

(2) A directory sign may be substituted in place of a ground sign or post sign, subject to the requirements set forth in subsection (1) above.

(3) The Zoning Administrator shall have the authority to prohibit the erection of any sign that interferes with visibility for either vehicular or pedestrian traffic.

3. Bulk Regulations. The following minimum requirements shall be observed subject to the modifications contained in Section 165.36.

A. Lot Area: Same as required in the C-1 District

B. Lot Area Per Dwelling Unit: Same as required in the C-1 District

C. Lot Width: Same as required in the C-1 District

D. Front Yard: 25 feet

E. Side Yards: None required, except when adjoining any "R" District or street right-of-way line, in which case – 25 feet

F. Rear Yard: 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

G. Maximum Height: 45 feet

H. Maximum Number of Stories: 3 stories

4. Minimum Open Space. The total land area devoted to open space and landscaping shall not be less than ten percent (10%) of the gross land area included in the building lot. Such open space shall be maintained as grassed and landscaped area and shall not include access drives, parking areas, structures or buildings, except ornamental structures included as part of the landscaping theme.
5. Off-Street Parking and Loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 165.34.
6. Site Plans. Site plans shall be required in accordance with the provisions of Section 165.38 for all uses permitted in this district.

12-9-3 C-3 District Regulations. The C-3 Planned Commercial Development District is intended to provide for the development of shopping center type business areas. The term shopping center is intended to mean a planned retail shopping and service area under single ownership, management or control characterized by a concentrated grouping of stores and compatible uses, with various facilities designed to be used in common, such as access roads, off-street parking, loading area, lighting, signs and walks. In the C-3 District, the following regulations shall apply, except as otherwise provided herein.

1. Principal Permitted Uses. A building or premises shall be used only for the following purposes:
 - A. Local retail business or service establishments such as the following:

- (1) Antique shops
- (2) Art stores
- (3) Babies and children's stores
- (4) Bakeries or bakery outlets; retail sales only
- (5) Barber shops or beauty parlors
- (6) Bicycle shops, sales and repair
- (7) Book stores
- (8) Bowling alleys
- (9) Camera stores
- (10) Candy stores
- (11) Clothes cleaning and laundry pickup stations

- (12) Clothing stores
- (13) Cocktail lounges
- (14) Collection offices of public utilities
- (15) Dairy stores, retail only
- (16) Delicatessens
- (17) Department stores
- (18) Dance studios
- (19) Drug stores
- (20) Florist shops
- (21) Funeral homes
- (22) Furniture stores
- (23) Gas stations
- (24) Gift shops
- (25) Grocery stores or supermarkets
- (26) Hardware stores
- (27) Hobby shops
- (28) Hotels, motels or motor lodges
- (29) Household appliances, sale and repair
- (30) Jewelry stores
- (31) Launderettes and coin-operated dry cleaning establishments
- (32) Leather goods stores
- (33) Music stores and music studios
- (34) Office buildings

- (35) Photographic studios
- (36) Radio and television sales and repair shops
- (37) Restaurants; not including drive-in restaurants
- (38) Shoe and hat repair shops
- (39) Sporting goods stores
- (40) Tailors and dressmaking stores
- (41) Theaters
- (42) Toy stores
- (43) Variety stores

B. Business and professional offices and office buildings.

C. Any use which is considered by the Zoning Administrator to be like or similar to one of the uses listed above.

2. Accessory Uses. Accessory uses and structures customarily incidental to any principal permitted use.
3. Procedure. The owner or owners of any tract of land of not less than five (5) acres may petition the Council, in accordance with the provisions of Section 165.44, for a change to the C-3 District Classification. Such petition shall be accompanied by a development plan, indicating how the petitioner intends to meet the requirements of this section. Said development plan shall include evidence concerning the feasibility of the project and its effect on surrounding property and shall also include the following:
 - A. A site plan as required by Section 165.38 outlining in detail the areas to be developed for parking, the location of sidewalks and driveways, points of vehicular access, the location and height of walls, the location and type of landscaping and open space and the location, size and number of signs.
 - B. Methods and feasibility of providing water, storm and sanitary sewer facilities.
 - C. A statement of financial responsibility to assure construction of the development in accordance with the site plan submitted and the requirements of this section.

The petition and all attachments shall be referred to the Planning and Zoning Commission for study and report after public hearing. The Commission shall review the conformity of the proposed development with the standards of the Comprehensive Land Use Plan and with recognized principles of engineering design, land use planning and landscape architecture. After public hearing, the Commission may approve or disapprove the development plan and request for rezoning as submitted, or require that the petitioner amend the plan to preserve the intent and purpose of this chapter to promote public health, safety and the general welfare. The petition and development plan, along with the Commission's recommendations on the request for rezoning shall then be forwarded to the Council. The Council, after public hearing, may approve or disapprove the development plan and request for rezoning, as reported, or may require such changes as are necessary to preserve the intent and purpose of this chapter to promote public health, safety and the general welfare.

4. Completion. The Council may make the approval of the development plan contingent upon the completion of construction and improvements within a reasonable period of time, provided, however, that in the determination of such period, the Council shall consider the scope and magnitude of the development project and any schedule of construction and improvements submitted by the developer. Failure to complete all construction and improvements within said period of time shall be deemed sufficient cause for the Council, in accordance with the provisions of Section 165.44, to rezone an unimproved property to the classification effective at the time of original submission of the development plan, unless an extension is recommended by the Commission and approved by the Council for due cause shown. Any proposed change in the development plan after approval by the Council shall be resubmitted and considered in the same manner as the original proposal. For the purpose of this section, the term "unimproved property" means all property situated within the development plan upon which the installation of improvements has not been commenced.
5. Bulk Regulations. The following requirements shall be observed in the C-3 District.
 - A. Minimum Lot Area: 5 acres
 - B. Minimum Yards: A minimum yard of 50 feet from all property lines; no other minimum yards required.
 - C. Maximum Height: 60 feet
6. Minimum Open Space. The total land area devoted to open space landscaping shall not be less than twenty percent (20%) of the gross land areas included in the development plan. Such open space shall be maintained as grassed and landscaped area and shall not include access drives, parking areas, structures or buildings, except ornamental structures included as part of the landscaping theme.
7. Off-Street Parking and Loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 165.34.

8. Site Plans. Site plans shall be required in accordance with the provisions of Section 165.38 for all uses permitted in this district.

12-10 Industrial Districts

12-10-1 M-1 District Regulations. The M-1 Limited Industrial District is intended and designed to provide flexibility in the location of certain manufacturing and industrial uses and office buildings, while maintaining protection for nearby non-industrial districts. The M-1 District is characterized by large lots, with landscaped grounds and ample provision for off-street parking and loading spaces, and structures generally one (1) or two (2) stories in height.

1. Uses Permitted. Only the uses of structures or land listed in this section are permitted in the M-1 District; provided, however, all manufacturing, assembling, compounding, processing, packaging or other comparable treatment, including storage of any materials or products used in connection therewith, must be within completely enclosed buildings, except for parked motor vehicles and off-street parking and loading as required by Section 165.34. In addition, all open areas not used for off-street parking or loading shall be planted with grass, properly maintained, and kept free from refuse and debris. No new residential uses shall be permitted, unless accessory to a permitted principal use.
 - A. Assembly of small electrical appliances, small industrial and electronic instruments and devices, radios, phonographs and television sets, including the manufacture of small accessory parts only, such as coils and condensers, transformers, crystal holders and similar products.
 - B. Commercial trade schools and business colleges.
 - C. Compounding and packaging of drugs, pharmaceuticals, cosmetics, perfumes and toiletries.
 - D. Laboratories; research, experimental and testing.
 - E. Manufacturing, assembling, compounding, processing, packaging, or other comparable treatment of the following:
 - (1) Bakery goods, candy and food products
 - (2) Cameras and other photographic equipment
 - (3) Electric and neon signs, outdoor advertising signs
 - (4) Medical, dental and drafting instruments
 - (5) Musical instruments, toys, novelties, and rubber and metal handstamps
 - (6) Pottery and other ceramic products using only previously pulverized clay, and kilns fired only by electricity or gas

(7) Products from the following prepared materials: bone, canvas, cellophane, cloth, cork, rope, cord, twine, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, cardboard, plastics, natural and synthetic rubber, precious or semi-precious metals or stones, shells, textiles, tobacco, wax, wood, yarns, light metal mesh, pipe, rods, strips, or wire

(8) Small precision instruments, such as barometers, clocks, watches and compasses.

F. Office buildings.

G. Printing, lithographing, or film processing plants.

H. Radio and television broadcasting stations and studios, but not including antennas or towers.

I. Warehouses for storage of merchandise or material in connection with the uses permitted in this district only.

2. Permitted Accessory Uses.

A. Accessory uses of land or structures customarily incidental and subordinate to any of the above principal uses.

B. Dwelling for watchman or caretaker.

C. Employee cafeteria or other food concession in conjunction with permitted use.

D. Signs, as permitted in and regulated by the C-2 District regulations.

3. Bulk Regulations. The following minimum requirements shall be observed subject to the modifications contained in Section 165.36.

A. Front Yard: 50 feet

B. Side Yards: Two side yards, each 10 feet wide, or one side yard 20 feet wide; provided, however, that where adjacent to any "R" District or street right-of-way line, a side yard of 25 feet is required

C. Rear Yard: 50 feet

D. Maximum Height: 40 feet

E. Maximum Number of Stories: 2 stories

4. Minimum Open Space. The total land area devoted to open space and landscaping shall not be less than twenty percent (20%) of the gross land areas included in the building lot. Such open space shall be maintained as grassed and landscaped area and shall not include access drives, parking areas, structures or buildings, except ornamental structures included as part of the landscaping theme.
5. Site Plans. Site plans shall be required in accordance with the provisions of Section 165.38 for all uses permitted in this district.
6. Off-Street Parking and Loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 165.34.

12-10-2 M-1A District Regulations. The M-1A Commercial and Limited Light Industrial District is intended and designed to provide areas of the City suitable for activities and uses of general commercial and limited light industrial nature. It is not intended that any new residential development be permitted in the M-1A District.

1. Uses Permitted. Only the uses of structures or land listed in this section are permitted in the M-1A District.
 - A. Any use permitted in the C-2 District, except no new residential uses shall be permitted unless accessory to a principal permitted use.
 - B. Automobile body and fender repair, but not including wrecking or used parts yard.
 - C. Bag, carpet and rug cleaning, provided necessary equipment is installed and operated for the effective precipitation or recovery of dust.
 - D. Bakeries.
 - E. Welding or other metal working shops.
 - F. Laboratories; research, experimental and testing; excluding testing of farm and domestic animals.
 - G. Lumber yards and building material sales yards.
 - H. Machine shops.
 - I. Manufacture of musical instruments and novelties.
 - J. Fabrication and assembly of sheet metal products, including heating and ventilating equipment.
 - K. Storage and sale of livestock feed, providing dust is effectively controlled.

L. Storage of nonflammable, nonexplosive and nonperishable goods.

M. Wholesale storage and warehouse establishments.

N. Grain storage and grain drying facilities.

2. Permitted Accessory Uses.

A. Signs permitted in and as limited by the C-2 District regulations.

B. Accessory uses customarily incidental to a permitted principal use.

3. Required Conditions. No use shall be permitted to be established or maintained which by reason of its nature or manner of operation is or may become hazardous, noxious, or offensive owing to the emission of odor, dust, smoke, cinders, gas, fumes, noise, vibrations, refuse matter or water-carried waste.

4. Bulk Regulations. The following minimum requirements shall be observed subject to the modifications contained in Section 165.36.

A. Front Yard: 25 feet

B. Side Yards: None required, except when adjacent to any "R" District or street right-of-way line, in which case – 25 feet

C. Rear Yard: 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

D. Maximum Height: 50 feet

E. Maximum Number of Stories: No limitation

5. Minimum Open Space. The total land area devoted to open space and landscaping shall not be less than ten percent (10%) of the gross land area included in the building lot. Such open space shall be maintained as grassed and landscaped area and shall not include access drives, parking areas, structures, or buildings, except ornamental structures included as part of the landscaping theme.

6. Off-Street Parking and Loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 165.34.

7. Site Plans. Site plans shall be required in accordance with the provisions of Section 165.38 for all uses permitted in this district.

12-10-3 M-2 District Regulations. The M-2 Light Industrial District is intended and designed to provide areas of the City suitable for activities and uses of a light industrial nature. It is not intended that any new residential development be permitted in the M-2 District.

1. Permitted Uses. Only the uses of structures or land listed in this section are permitted in the M-2 District.
 - A. Any use permitted in the M-1A District, except no new residential uses shall be permitted unless accessory to a principal permitted use.
 - B. Carting, express, hauling or storage yards; contractors' equipment and materials storage yards.
 - C. Concrete mixing, concrete products manufacture, ready-mix plants.
 - D. Creamery, bottling works, ice cream manufacturing (wholesale), ice manufacturing and cold storage plant.
 - E. Enameling, lacquering or japanning.
 - F. Laboratories; research, experimental and testing.
 - G. Manufacture or assembly of electrical appliances, instruments and devices.
 - H. Manufacture of pottery or other similar ceramic products, using only previously pulverized clay and kilns fired by electricity or gas.
 - I. Manufacture and repair of electric signs, advertising structures, sheet metal products, including heating and ventilating equipment.
 - J. Milk distribution station.
 - K. Manufacture of wood products not involving chemical treatment.
 - L. The manufacturing, compounding, processing, packaging or treatment of cosmetics, pharmaceuticals and food products except fish and meat products, cereals, sauerkraut, vinegar, yeast, stock feed, flour and the rendering or refining of fats and oils.
 - M. The manufacturing, compounding, assembling or treatment of articles or merchandise from previously prepared materials such as bone, cloth, cork, fiber, leather, paper, plastics, metals or stones, tobacco, wax, yarns and wood.
 - N. Flammable liquids, underground storage only, not to exceed forty thousand (40,000) gallons, provided it is located at least two hundred (200) feet from any "R" District.

O. Sawmill, planing mill, including manufacture of wood products not involving chemical treatment.

2. Permitted Accessory Uses.

A. Signs permitted in and as limited by the C-2 District regulations.

B. Accessory uses customarily incidental to a permitted principal use.

3. Required Conditions. No use shall be permitted to be established or maintained which by reason of its nature or manner of operation is or may become hazardous, noxious, or offensive owing to the emission of odor, dust, smoke, cinders, gas, fumes, noise, vibrations, refuse matter or water-carried waste.

4. Bulk Regulations. The following minimum requirements shall be observed subject to the modifications contained in Section 165.36.

A. Front Yard: 25 feet

B. Side Yards: None required, except when adjacent to any "R" district or street right-of-way line, in which case – 25 feet

C. Rear Yard: 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

D. Maximum Height: 75 feet

E. Maximum Number of Stories: No limitation

5. Minimum Open Space. The total land area devoted to open space and landscaping shall not be less than ten percent (10%) of the gross land area included in the building lot. Such open space shall be maintained as grassed and landscaped area and shall not include access drives, parking areas, structures or buildings, except ornamental structures included as part of the landscaping theme.

6. Off-Street Parking and Loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 165.34.

7. Site Plans. Site plans shall be required in accordance with the provisions of Section 165.38 for all uses permitted in this district.

12-10-4 M-3 District Regulations. The M-3 Heavy Industrial District is intended and designed to provide areas of the City for activities and uses of a heavy industrial character. Since this is the least restrictive of any district, almost any use is permissible, with the exception of a small number of uses which by

reason of certain undesirable characteristics require approval of the Board of Adjustment. In addition, no residential uses are permitted.

1. Principal Permitted Uses. A building or premises may be used for any purpose whatsoever provided the regulations listed in subparagraphs A, B, C below are met:

- A. No Certificate of Zoning Compliance shall be issued for use in conflict with any ordinance of the City or law of the State regulating nuisances.
- B. No Certificate of Zoning Compliance shall be issued for any dwelling, school, hospital, clinic or other institution for human care, except where incidental to a permitted principal use.
- C. The uses hereinafter listed may be permitted subject to approval by the Board of Adjustment after public hearing. In its determination upon the particular uses at the locations requested, the Board shall consider all of the following provisions:

- (1) The proposed location, design, construction and operation of the particular use adequately safeguards the health, safety and general welfare of persons residing or working in adjoining or surrounding property. To this end the Board may require that appropriate landscaping, walls, fences or other artificial screens be provided as buffers to minimize the effects of these uses on adjoining or surrounding property.
- (2) Such use shall not impair an adequate supply of light and air to surrounding property.
- (3) Such use shall not unduly increase congestion in the streets, or public danger of fire and safety.
- (4) Such use shall not diminish or impair established property values in adjoining or surrounding property.
- (5) Such use shall be in accord with the intent, purpose and spirit of this chapter and the Comprehensive Land Use Plan of the City.

D. The uses subject to the above provisions are as follows:

- (1) Packing houses, slaughter houses and/or stock yards
- (2) Acid manufacture or wholesale storage of acids
- (3) Anhydrous ammonia storage and/or pumping facilities
- (4) Automobile, tractor or machinery wrecking and used parts yards, provided that any wrecking operation is carried on within a building completely enclosed with walls and roof and the yard completely enclosed with a wall or fence, reasonably

maintained, at least six (6) feet high completely obscuring the activity. There shall be only one opening in the wall or fence facing any public street for each two hundred (200) feet of length.

(5) Cement, lime, gypsum or plaster of paris manufacture

(6) Distillation of bones

(7) Explosive manufacture or storage

(8) Fat rendering

(9) Fertilizer manufacture

(10) Garbage, offal or dead animal reduction

(11) Gas manufacture and cylinder recharging

(12) Glue, size or gelatin manufacture

(13) Salvage, iron or rags, storage or baling, and waste paper yards, where the premises upon which such activities are conducted is wholly enclosed within a building, wall or fence not less than six (6) feet in height, completely obscuring the activity

(14) Petroleum or its products, refining or wholesale storage of, and asphalt plants

(15) Rubber goods manufacture

(16) Sand or gravel pits

(17) Smelting of tin, copper, zinc or iron ores

(18) Transmitting stations

(19) Wholesale storage of gasoline and other flammable liquids

2. Required Conditions.

- A. The best practical means known for the disposal of refuse matter of water-carried waste, the abatement of obnoxious or offensive odor, dust, smoke, gas, noise, or similar nuisance, shall be employed.

- B. All principal or accessory structures housing a use permitted only in the M-3 District shall be located at least one (100) feet from any "R" District.
 - C. All signs shall meet the requirements of the C-2 District regulations.
3. Bulk Regulations. The following minimum requirements shall be observed subject to the modifications contained in Section 165.36.
- A. Front Yard: 30 feet
 - B. Side Yards: None required, except when adjacent to any "R" District or street right-of-way line, in which case – 25 feet
 - C. Rear Yard: 40 feet, except that where a railroad right-of-way lies immediately adjacent to the rear of the lot, the rear yard requirement need not apply
 - D. Maximum Height: No limitation
 - E. Maximum Number of Stories: No limitation
4. Minimum Open Space. The total land area devoted to open space and landscaping shall not be less than ten percent (10%) of the gross land area included in the building lot. Such open space shall be maintained as grassed and landscaped area and shall not include access drives, parking areas, structures or buildings, except ornamental structures included as part of landscaping theme.
5. Off-Street Parking and Loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 165.34.
6. Site Plans. Site plans shall be required in accordance with the provisions of Section 165.38 for all uses permitted in this district.

12-11 Overlay Districts

12-11-1 Highway 141 Mixed Use Development Corridor District:

1. **STATEMENT OF INTENT.** It is the intent of the City of Grimes that the permitted land uses for residential, business, commercial and light industrial development to be encouraged for areas of the community defined in Section 165A.07 and will be known as the Highway 141 Mixed Use Development Corridor District. The Highway 141 Mixed Use Development Corridor District provides for developing mixed uses along the Highway 141 transportation corridor. The Highway 141 Mixed Use Development Corridor District offers flexibility, allowing selected permitted uses to be integrated into a unified plan and shall enable the City of Grimes the opportunity to maintain its sense of community. The Highway 141 Mixed Use Development Corridor District is intended to:
- A. Promote and permit flexibility that will encourage a more creative and imaginative approach in development and result in a more efficient, aesthetic, desirable and economic use of the land,

while maintaining density and intensity of use consistent with the adopted Comprehensive Land Use Plan.

B. Provide minimal effect upon adjacent properties and existing development. To this end, the Planning and Zoning Commission may make appropriate requirements for fulfillment.

C. Promote development that can be conveniently, efficiently, and economically served by existing municipal utilities and services or by their logical extension.

D. Promote flexibility in design, placement of buildings, use of open space, pedestrian and vehicular circulation facilities, and off-street parking areas in a manner that will best utilize the potential of sites characterized by special features of geography, geology, topography, size or shape.

E. Provide, where it is shown to be in the public interest, for the preservation of historical features and such natural features as streams, drainage ways, flood plains, ponds/lakes, topography, unique areas of vegetation, stands of trees and other similar natural assets.

F. Provide for the enhancement of the natural setting through careful and sensitive placement of man-made facilities and plant materials.

Developers shall be encouraged to incorporate waterscapes, fountains and other architectural features with landscaping that add to aesthetics and visual attraction of the area. Developers shall also be encouraged to use natural instead of man-made materials in construction and developing aesthetic features to a site.

2. ABROGATION AND GREATER RESTRICTIONS. It is not the intention by this Ordinance to repeal, abrogate, annul, impair, or interfere with any existing easements, covenants, deed restrictions, agreements, or ordinances, previously adopted or issued pursuant to law. However, in the Highway 141 Mixed Use Corridor District wherever this Ordinance imposes greater restrictions, the provisions of this Ordinance shall govern.
3. INTERPRETATION OF STANDARDS. In their interpretation and application, the provisions outlined in this Ordinance shall be interpreted and applied as minimum requirements. Where this Ordinance imposes a greater restriction than is imposed or required by other provisions of law or by other rules or regulations or ordinances, the provisions of this Ordinance shall control. This Ordinance shall not be deemed a limitation or repeal of any other power granted by the Code of Iowa.
4. VALIDITY. If a section, clause, provision, or portion of this Ordinance is declared by a court of competent jurisdiction to be invalid or unconstitutional, that decision shall not affect the validity of this Ordinance as a whole or any part thereof other than the part so declared to be invalid.
5. TITLE. This Ordinance shall be known as, referred to, or cited as the "Highway 141 Mixed Use Development Corridor District" of the City of Grimes, Iowa.
6. EFFECTIVE DATE. This Ordinance shall be effective after adoption and publication by the Grimes City Council as required by Chapter 414, Code of Iowa, 1993.

7. MIXED PERMITTED USES. Permitted uses allowed in the following zoning districts may be combined to create a unified development within the Highway 141 Mixed Use Development Corridor District, provided that all other City codes are met:

1. General and Highway Service Commercial District (C-1, C-2)
2. Planned Commercial Development District (C-3)
3. Limited Industrial District (M-1)
4. Commercial and Limited Light Industrial District (M-1A)
5. Single Family Dwelling District (R-1)
6. Single and Two Family Dwelling District (R-2)
7. Multiple Family Dwelling District (R-3)

In Zone 1, non-permitted uses in the 141 Mixed Use Development Corridor District include any use governed by M-2, M-3 and A-1 zoning. In Zone 2, non-permitted uses include any use governed by M-2, M-3 and A-1 zoning. Accessory buildings or accessory uses are not allowed in either Zone unless accompanied by a principal building. This excludes stormwater detention facilities.

The Corridor consists of two zones. Zone 1 includes all property within the Grimes City limits and within 600 feet to the East or West of the Highway 141 right-of-way. In addition, the entire portion of any lot that is located in part in Zone 1 is included in Zone 1. Zone 2 includes all property not included in Zone 1 which is located 600 feet to 1,200 feet to the East or West of the 141 right-of-way. In addition, Zone 2 includes the entire portion of any lot that is located in part in Zone 2 and located in part more than 1,200 feet from the Highway 141 right-of-way.

The Corridor shall not include the Park View West Mobile Home Park as long as it continues to be used as a mobile home park, and this exemption is limited to the following legally described area:

The Southwest Quarter of the Northwest Quarter and the Northwest Quarter of Section 9, Township 79 North, Range 25 West of the 5th P.M., less road and street, (subject to Easements of Record) all now included in and forming a part of the City of Grimes, Polk County, Iowa. By survey, 65.86 acres.

8. SITE PLAN REVIEW. Site plan review for uses in the Highway 141 Mixed Use Development Corridor shall be as specified in Section 165.38 of the Zoning Ordinance as adopted by the City of Grimes. Prior to the submission of the site plan within the Highway 141 Mixed Use Development Corridor District, a pre-application conference is recommended with the City Administrator, Zoning Administrator and City Engineer.
9. HEIGHT REGULATIONS. The maximum height for any building or structure in the Highway 141 Mixed Use Development Corridor District is ninety feet. Development of the property shall be in a cohesive and uniform manner creating a campus-like setting with all other buildings and the overall site as a single or unified development.
10. SPECIAL REQUIREMENTS FOR LARGE BUILDINGS. Supporting documentation must be submitted to the Planning and Zoning Commission for construction approval for any building with a height of forty-five feet to ninety feet. Supporting documentation must be submitted to the Zoning Administrator, City Engineer and City Administrator two (2) weeks prior to the presentation date to Planning and Zoning Commission. The supporting material should include a comprehensive impact statement to the

effect that the project will have on the surrounding area, increased traffic pattern work-up and increased sewer and water demands from the larger structure. It must also include detailed plans showing how the added height would aesthetically work in with the rest of the development park theme and a completion lay out may be required. Finally, that supporting material must set forth the types of businesses that will be located in the immediate vicinity of the proposed construction, the type of business that is proposed for the business site, and a showing of why the proposed business is consistent with businesses already located in the immediate vicinity.

11. GRAPHIC REQUIRED. The applicant must also include graphic renderings that illustrate the proposed development. Copies shall also be submitted two (2) weeks prior to the presentation date to all appropriate City designees. These rendered graphic illustrations shall be used to ensure the approved appearance of the project is completed and maintained.
12. SETBACK REQUIREMENTS. The principal building shall be set back a minimum of one hundred (100) feet from the adjacent Highway 141 right-of-way. Buildings shall be setback a minimum of twenty-five (25) feet from any public street right-of-way, or public street easement. Set back requirements increase if a height variance is granted by Board of Adjustment. Structures greater than forty-five (45) feet in height require one hundred (100) foot setbacks from any public street right-of-way, public street easement, or parcel boundary.
13. SITE AREA REQUIREMENTS. The minimum lot size in Zone 1 and Zone 2 of the Highway 141 Mixed Use Development Corridor District shall be one (1) acre.
14. OFF-STREET PARKING AND LOADING REQUIREMENTS. Parking lots should be effectively landscaped with trees and shrubs to reduce the visual impact of glare from headlights and parking lot lights and the view from public right-of-way and adjoining properties.
 1. The parking space requirements listed in Section 165.34 Off-Street Parking, Circulation, and Loading regulations in the City of Grimes Zoning Ordinance shall be incorporated.
 2. Any additional parking spaces shall be oriented so that no vehicle is required to back directly into a street right-of-way.
 3. All exterior parking light structures shall be designed in conjunction with the overall architectural theme of the project.
 4. Required parking spaces shall have a minimum size of nine (9) feet wide by eighteen (18) feet long exclusive of access drives, aisles or ramps. The length of parking stalls may be reduced to sixteen and one-half (16 ½) feet including wheel stops if an additional one and one-half (1 ½) feet is provided for the overhang of wheels.
15. RESERVED.
16. GENERAL LANDSCAPE AND BUFFER REQUIREMENTS. The landscaping requirements are minimum standards and applicable to areas used for the parking of one or more vehicles to traverse back and forth to parking spaces, service bays, and loading/unloading areas. The landscaping requirements shall provide effective buffering of all vehicular use areas, including service bays, from neighboring buildings and from street view and shall serve to guide traffic. Walls, fences or other artificial screens

to be used as buffers shall be shown in elevation and prospective. Proposed height and structural material to be used shall be clearly indicated on the site plan.

1. INTERIOR OF LOT. In Zone 1, interior lot landscaping shall be provided by landscaped islands or medians within the vehicular area and shall be used to guide traffic and separate pedestrian walkways from vehicular traffic. One such landscaped island or median shall be placed for every twelve (12) parking spaces and shall be a minimum of sixty (60) square feet in area. Landscaped islands may be grouped or combined to meet interior landscape requirements provided the total square footage of any single grouping does not exceed one hundred-twenty (120) square feet. The use of ornamental shrubs and coniferous trees shall be encouraged. The ground cover of the island shall consist of grass and/or shrubs, excluding paving.

2. PERIMETER OF LOT ADJACENT TO ABUTTING PROPERTY. On the perimeter(s) of the lot adjacent to abutting residential property, a continuous, unbroken barrier is required for the purpose of buffering service bays, loading and unloading areas, and off-street parking or other vehicular use areas exposed to abutting property.

A. The barrier shall be located between the common lot line and the service bay, loading or unloading area, off-street parking or other vehicular use area. The barrier shall be a minimum of six (6) feet in height consisting of a natural material such as wood fence, an earth berm or an opaque hedge or any combination thereof. Additional buffer strip area may be required for developments greater than twenty-five thousand (25,000) square feet of building area. (Opacity. Screening shall be sight-obscuring. Fences, walls, and landscaping shall be at least 75 percent opaque when viewed from any angle at a point 25 feet away from the fence, wall, or landscaping.)

B. At a minimum, one tree shall be provided every fifty (50) linear feet. Such trees shall be located or grouped between the common lot line and the service bay, loading or unloading area, off-street parking or other vehicular use area. The developer is strongly encouraged to use appropriate landscaping techniques to ensure the overall character of the site is maintained.

C. The provisions of the subsection shall not apply when the proposed perimeter abuts an existing wall or durable landscape barrier on an abutting property, provided the barrier meets all applicable standards set out in this Ordinance.

3. PERIMETER OF LOTS ADJACENT TO PUBLIC RIGHT-OF-WAY. On the perimeter(s) of the lot adjacent to public rights-of-way, a strip of land of at least ten (10) feet in depth located between the right-of-way and the off-street parking or other vehicular use area shall be landscaped to include one (1) tree for every fifty (50) feet or fraction thereof. Such trees shall be located between the abutting right-of-way and the off-street parking or other vehicular use area and shall be planted singularly or grouped in a planting area of at least twenty-five (25) square feet. In addition, a hedge, wall, earth berm, or other durable landscape barrier a minimum of three (3) feet in height shall be placed along the perimeter of such landscape strip. If said barrier consists of plant like material, one (1) shrub shall be planted every four (4) feet and abutting the barrier. The remainder of the required landscape strip shall be planted with grass, ground cover or other landscape material, exclusive of paving.

5. DEVELOPMENT WITHIN THE HIGHWAY 141 MIXED USE DEVELOPMENT CORRIDOR DISTRICT. The different land uses within the Highway 141 Mixed Use Development Corridor District shall be landscaped and buffered appropriately and in general compliance with the landscape and buffer standards set forth in this section. It is also recognized that it is possible to realize numerous beneficial effects of landscaping including the following:

- A. Landscaping can minimize demands on the City storm sewer system by preserving natural drainage.
- B. The improvement of air and water quality is achieved through such natural processes as photosynthesis and mineral uptake. The use of trees and other plants reduces erosion by the binding of soil particles with their roots, thus holding the soil together against the effects of wind and water. Vegetation reduces and/or reverses air, noise, heat and chemical pollution through the biological filtering capacities of trees and other vegetation.
- C. Landscaping reduces hot air temperatures caused by paved surfaces and automobiles through the process of transpiration associated with green material. Vegetation also helps promote energy conservation through the creation of shade, reducing heat gain in, or on, buildings and paved areas.
- D. Landscaping provides visual buffering and beautifies the appearance of setback and parking areas within the City. The use of landscaping also enhances the safety of parking lots by guiding the circulation of cars and people and by insuring that the driver's vision is unobstructed. Preservation of landscaping protects, preserves and increases the value of property. The use of landscaping helps create natural habitat that supports eco-tourism.

5. VISUAL CLEARANCE. To insure landscaped areas do not constitute a driving hazard, safety triangle setback requirements are as follows:

- A. At access ways the sight triangle shall be formed by measuring ten (10) feet along the intersection of each side of the access way and the public right-of-way line and connecting these two points.
- B. At street intersections the sight triangle shall be formed by measuring thirty-five (35) feet along curb lines and connecting these points.

6. INSTALLATION OF LANDSCAPE. All landscaping shall be installed in an appropriate manner in order to maintain the health and quality of plant material. No certificate of use shall be authorized unless all landscaping requirements are met.

7. PROTECTION OF LANDSCAPED AREAS. The placement of barrier curbs or wheel stops is required to protect all landscaped areas from vehicular damage.

8. EXISTING PLANT MATERIAL. Existing, healthy plant material on site may be used as a credit towards fulfilling the landscaping requirements specified in this section.

9. LANDSCAPE VEGETATION STANDARDS. Landscape vegetation shall consist of species compatible with conditions in Central Iowa and shall meet the following standards. Landscaping to be used for screening purposes shall be illustrated in elevation and perspective as well as plan with the size and exact names of plants, shrubs or trees to be planted clearly indicated. On all site plans, the following requirements shall be met:

A. Minimum requirements: Two (2) trees or two (2) trees per one thousand (1,000) square feet of required open space, fifty (50) percent two (2) inch caliper and the remaining eight (8) feet to ten (10) feet in height and one and one-half (1 ½) inch caliper. The trees shall be balled or burlap stock. The minimum height for evergreens shall be six (6) feet and may be counted as two (2) inch caliper for requirements. The trees must live for at least twelve (12) months after planting or be replaced by the landowner.

B. Minimum requirements: One shrub shall be planted for every five hundred (500) square feet of open space, but no less than three shrubs per lot.

C. Landscape around buildings: Landscaping around buildings shall consist of a variety of plants, shrubs and flowers. Plants shall be placed along building faces that front public rights of way and near primary entrances into the building at a minimum spacing of 1 (one) foot apart once the plant is fully matured.

D. Landscaping Plan: Landscaping plan to be submitted for approval as part of final site plan submittal. Landscaping plan is to show the following information:

- (1) Location of trees and shrubs.
- (2) Size and species of trees and shrubs.
- (3) Percentage of each size of tree.
- (4) Type of ground cover and form of maintenance.

E. Approval of landscaping in-place is to be requested by the developer at the time occupancy permit is requested. Any changes or deviation from the approved site plan landscape design shall be approved by the Zoning Administrator prior to installation. Landscaping materials shall be planted as each phase of a site is developed. Should completion of landscaping be delayed due to season of the year, a temporary occupancy permit may be issued if the developer posts a bond in the amount of the landscaping not completed. At the developer's option and at the time of site plan filing, he/she may submit a list of alternate or substitute species from the permitted or established list to be used should the preferred material not be available when needed and required.

F. Ground cover plants shall form a solid mat or cover over the ground within a twelve (12) month period. Sod shall be employed when grass is used as a ground cover in Zone 1. In Zone 2, the non-street portion of the public right-of-way and the front setback shall be sodded, all other areas may be seeded with Planning and Zoning Commission and Council approval. Non-living material shall not be used as the primary ground cover device, but may be used in conjunction with living plant material to develop an ornamental landscaping

effect. Non-living material such as rocks, pebbles, sand, wood mulch or wood chips shall be placed at a minimum depth of three (3) inches and shall be used in conjunction with an appropriate landscape weed control fabric. Native seeding, in lieu of sod, may be utilized in stormwater management areas as approved by Staff.

17. PUBLIC SERVICE INFRASTRUCTURE. Adequate facilities shall be provided to meet the needs of the proposed mixed use development with respect to: drainage of surface waters, detention of storm surface waters, including storm sewers, gutters, sanitary sewerage; flood protection and levees when appropriate; underground utilities; requirements set out in the Grimes Zoning Ordinance and Subdivision Regulations; and any other provisions for public services necessary as determined by the City. No above ground electrical communication equipment may be located in any set back from a public street, and all above ground electrical and communications equipment must be screened from view by the general public by an opaque screen constructed of either wood or brick.

18. BUILDING RESTRICTIONS, EASEMENTS AND COVENANTS. The developer or property owner shall with the approval of the City Council of Grimes adopt building restrictions, easements and covenants pertaining to each parcel developed where the developer and the City deem appropriate.

19. DEVELOPMENT STANDARDS. Each parcel shall be developed based upon a single Master Plan or Site Plan with buildings compatible in design and use of materials. The Master Plan shall contain, but not be limited to, parts such as an architectural project theme plan, landscape plan, master signage plan, water management plan, pedestrian and vehicular traffic plan and parking plan. All new developments shall be built in a cohesive and uniform manner creating a campus-like setting with all buildings and the overall site developed as a single or unified development. Any development within Zone 1 shall have a minimum open green space of twenty percent (20%). Any development in Zone 2 shall have a minimum open green space of fifteen percent (15%).

20. TRANSPORTATION NETWORKS. Adequate ingress, egress and internal circulation shall be provided to accommodate vehicular and pedestrian traffic, which includes walks, access ways, service bays and access ways, and off-street loading areas.

1. All areas subject to vehicular traffic, including access ways, service bays and drives, and parking, storage, loading and unloading areas, shall be hard surfaced with either concrete or asphalt.

2. Pedestrian walkways and vehicular traffic shall be separated with landscaped space. The design and/or location of pedestrian walkways shall be determined at the platting stage with a Pedestrian Circulation Plan being reviewed and approved as a component of the master site plan review.

3. The linking and coordination of parking areas between developments in the Highway 141 Mixed Use Development Corridor District shall be encouraged to reduce the number of turns onto and off of surrounding streets and reduce potential traffic conflicts.

4. Whenever possible the sharing and coordination of parking areas between developments in the Highway 141 Mixed Use Development Corridor District shall be encouraged to control the number of curb cuts and reduce potential traffic conflicts in the

transportation network of the site and enhance the site as it relates to the surrounding developments.

21. SERVICE BAYS, DRIVE AREAS AND OUTDOOR STORAGE AREAS. The service bay drives, trash receptacles, and dumpster areas located in Zone 1 shall not face Highway 141 and shall not face abutting residential property in either Zone 1 or Zone 2. The purpose of this is to mitigate the negative effect of such service areas, such as noise, odor, refuse, and visual pollution from residential development and for motor travelers entering the City of Grimes.

1. In Zone 1, all service bays, loading and unloading areas, must be screened by an opaque fence of a height sufficient to adequately screen the bay or area from Highway 141 and consisting of wood or brick. In Zone 1, no outdoor storage is allowed, excluding garden centers. In Zone 1 and Zone 2, no service bays, loading or unloading areas, trash receptacles and dumpsters may be located in or face any setback from a public right-of-way. In cases where a substantial green space exists a landscape/berm screen can be provided, which must provide a 75% opaque view within 18 months. The majority of the landscape material shall be coniferous to provide a year-round screen.

2. Service bays and drives, and trash receptacles and dumpster areas shall be oriented in such a way that, in the process of loading or unloading, no vehicle will block the passage of other vehicles on the service drive or extend into any other public or private street.

3. Outdoor storage areas in Zone 2 must be fully screened by an opaque fence of a height sufficient to adequately screen the bay or area from adjacent properties and public rights-of-way consisting of wood or brick. (Opacity. Screening shall be sight-obscuring. Fences, walls, and landscaping shall be at least 75 percent opaque when viewed from any angle at a point 25 feet away from the fence, wall, or landscaping.)

22. CURBS AND CURB CUTS. The number of curb cuts for any particular development shall be minimized to the greatest extent possible to provide for controlled ingress and egress within the Highway 141 Mixed Use Development Corridor District. All curbs shall be vertical curbs. No roll over curbs shall be permitted in the Highway 141 Mixed Use Development Corridor District. Curb cuts shall be in accordance with the established City standards.

23. LIGHTING. The maximum height for any light fixture is thirty-five (35) feet, except on the side or sides of a development abutting a residential use, in which case the maximum height of twenty-five (25) feet shall be allowed.

1. All light structures shall be shaded or hooded and oriented inward so as to prevent intrusion into surrounding areas. All buildings in Zone 1 and Zone 2 that face public right-of-way shall be up-lit.

2. All lighting fixtures must be drawn to scale and submitted for review along with the project plans to allow for a uniform lighting plan in the area.

3. All buildings in Zone 1 and Zone 2 shall incorporate uplighting for building faces adjacent to public right of way. Uplighting of landscaping is encouraged.

24. ARCHITECTURAL DESIGN AND TREATMENT OF BUILDINGS. Any architectural design and building treatment must be approved by the City Council upon recommendation of the Planning and Zoning Commission. Illustrations of the proposed building must be submitted to the Planning and Zoning Commission and to the City Council which represents the physical appearance of the building. In considering the architectural design and treatment of the proposed building, the Planning and Zoning Commission and the City Council shall determine if the proposed structure meets the external material requirements for the Zone where it is located, is consistent with the intent of this chapter to create an attractive appearance of construction in the Highway 141 Mixed Use Development Corridor District. The Grimes Visual Design Standards Report is incorporated by reference to complement the standards and requirements of Chapter 165A: Highway 141 Mixed Use Development Corridor District, and are not used to reinforce the provisions of the ordinance. Chapter 165A may be amended from time to time and shall govern if there are conflicts.

DEFINITIONS. All words and phrases used in this Ordinance shall have the meanings set forth in this Ordinance. Words and phrases not defined in this Ordinance but defined in the Zoning Ordinance of the City of Grimes shall be given their common, ordinary meaning, unless the context clearly requires otherwise.

Architrave. The lowermost member of a classical entablature, resting originally upon columns. A molded or decorated band framing a panel or an opening, especially a rectangular one, as of a door or window.

Awning. Secondary covering attached to the exterior wall of a building.

Brick. A rectangular block of clay baked by the sun or in a kiln; used as a building or paving material. Sand Lime Bricks, Engineering Bricks and concrete bricks qualify as acceptable brick types. Acceptable type of bricks are stacked by a mason and held together by a mortar type material.

Bricks and mortar. Building material consisting of bricks laid with mortar between them.

Building block. A block of material used in construction work.

Canopy. An overhead roof or structure that provides shade or other shelter.

Cement. A building material that is a powder made of a mixture of calcined limestone and clay used with water and sand or gravel to make concrete and mortar.

Concrete. A strong hard building material composed of sand and gravel and cement and water.

Cornices. The decorative top edge of a building or column.

Covering material. A material used by builders to cover surfaces.

EIFS. An Exterior Insulation and Finish System (EIFS) is a non-load bearing, exterior wall cladding system that consists of an insulation board attached either adhesively or mechanically, or both, to the substrate; an integrally reinforced base coat; and a textured protective finish coat.

Façade. The front exterior of a building, typically facing the primary street unless otherwise noted as a side or rear façade.

Frieze. A broad horizontal band of sculpted or painted decoration, especially on a wall near the ceiling. A horizontal paper strip mounted on a wall to give a similar effect. Architecture the part of an entablature between the architrave and the cornice.

Ledgement. A horizontal suite of moldings (as the base moldings of a building).

Lintels. A structural horizontal block that spans the space or opening between two vertical supports.

Moldings. A strip of material with various profiles used to cover transitions between surfaces or for decoration. It is traditionally made from solid milled wood or plaster, but may be made from plastic or reformed wood. In classical architecture and sculpture, the molding is often carved in marble or other stones.

Mortar. Material used as a bond in masonry or for covering a wall

Parapet. A low wall or railing to protect the edge of a platform, roof, or bridge —called also parapet wall.

Quoining. An external solid angle of a wall or the like. Any of various bricks of standard shape for forming corners of brick walls or the like. A wedge-shaped piece of wood, stone, or other material, used for any of various purposes.

Sills. A shelf or slab of stone, wood, or metal at the foot of a window or doorway. A strong horizontal member at the base of any structure.

Stone. Building material consisting of a piece of rock hewn in a definite shape for a special purpose.

Stringcourse. Such a band, either plain or molded, is usually formed of brick or stone. Often the stringcourse is used as a line of demarcation between the stories of a multistoried building.

Stucco. A durable finish for exterior walls usually composed of cement, sand and lime and applied while wet.

1. Architecture Standards by Zone. With regard to the Zone where the building will be located, the proposed structure must meet the following requirements:

A. Zone 1 Architecture Standards.

1. All buildings located in Zone 1 must be constructed so that all of the walls of the building shall have a primary covering. The primary material shall constitute at least

seventy-five percent (75%) of the wall area, excluding glass. The primary exterior material shall consist of a combination of earthtone colored brick, architectural concrete panels, textured concrete block, marble or stone panels. The standard shall apply to all sides of any building. The remaining exterior material shall be considered as building trim. For the purposes of this section, trim is defined as an ornamental design feature, that when removed does not significantly alter the appearance of the building. It would commonly consist of building elements like moldings, cornices, parapet, frieze, sills, lintels, stringcourse, quoining, and ledge. The maximum amount of trim on the wall area, excluding glass, shall not exceed twenty-five percent (25%). No wood, masonite, asphaltic exterior wall or roof material, aluminum or steel siding, non-architectural sheet metal, non-textured concrete block, stucco, vinyl, E.I.F.S. (Exterior Insulation and Finish Systems) or other similar materials shall constitute a portion of any building, except as trim.

2. In addition the building mass or façade standards listed below are intended to avoid large, undifferentiated wall surfaces and shall apply to all building elements, which are visible from neighboring properties or the public right-of-way:
 - A. No blank wall area or façade shall exceed thirty (30) feet in horizontal or vertical direction.
 - B. A minimum of five of the treatments listed below, which are proportionate to the building façade, shall be utilized to reduce the perceived scale of a building.
 1. Reveals.
 2. Popouts.
 3. Offsets measuring at least four (4) feet in depth.
 4. A vertical architectural treatment a minimum of twelve (12) inches in width.
 5. Color, texture or material change including, but not limited to, brick or stone.
 6. Architectural banding.
 7. Planters.
 8. Awnings.
 9. Decorative parapet arched, gabled, stepped, etc. or cornice treatments.
 10. Covered walkways.
 11. Variations in roof forms.
 12. Deep-set windows with mullions or decorative glazing.
 13. Columns or pillars.
 14. Marble or tile accents.
 15. Variation in roof height.

16. Other façade treatments as agreed upon by the Zoning Administrator or designee thereof.
3. All building walls facing any public R.O.W shall consist of a minimum of 20% of non-reflective glass or glaze.
4. Precast walls will be allowed with the following conditions:
 - A. All exterior walls of a building shall be articulated with a consistent style and materials. In no case shall any façade consist of unarticulated blank walls.
 - B. Each wall facing the Public R.O.W. shall consist of 30% non-reflective glass or glaze.
 - C. All precast shall be earthtone colored concrete or earthtone painted concrete.
 - D. All precast shall have decorative reveals joints.
5. If the underlying building has metal or concrete form walls, the metal or concrete portion of the external walls must be completely covered with the materials listed in this paragraph, but this requirement may be waived in all or in part by application for approval of an alternative design to the Planning and Zoning Commission and the City Council if it is demonstrated by the property owner that:
 - A. Covering the metal or concrete building with appropriate materials for all or part of the building side is inconsistent or unnecessary based upon the proposed use of the structure, the appearance of other buildings in the immediate vicinity, and the attractiveness of the proposed alternative design.
 - B. Visibility of the side of the building to the general public will be limited by terrain, thick vegetation, or by the placement of current or proposed building structures.
6. In Zone 1, all heating, ventilation, and air conditioning mechanical units shall be screened from public view by an opaque fence consisting of wood or brick.

B. Zone 2 Architecture Standards.

1. All buildings located in Zone 2 must be constructed so that the front building face and a minimum of ten (10) feet of each side wall extending from the front building face or the front building face of buildings on adjacent properties has a primary covering. The primary material shall constitute at least seventy-five percent (75%) of the wall area, excluding glass. The primary exterior material shall consist of a combination of earthtone-colored brick, architectural concrete panels, textured concrete block, marble or stone panels. The remaining exterior material shall be

considered as building trim. For the purposes of this section, trim is defined as an ornamental design feature, that when removed does not significantly alter the appearance of the building. It would commonly consist of building elements like moldings, cornices, parapet, frieze, sills, lintels, stringcourse, quoining, and ledge. The maximum amount of trim on the wall area, excluding glass, shall not exceed twenty-five percent (25%). No wood, masonite, asphaltic exterior wall or roof material, aluminum or steel siding, non-architectural sheet metal, non-textured concrete block, stucco, vinyl, EIFS (Exterior Insulation and Finish Systems) or other similar materials shall constitute a portion of any building, except as trim.

2. In addition the building mass or façade standards listed below are intended to avoid large, undifferentiated wall surfaces and shall apply to all building elements, which are visible from neighboring properties or the public right-of-way:
 - A. No blank wall area or façade shall exceed thirty (30) feet in horizontal or vertical direction.
 - B. A minimum of five of the treatments listed below, which are proportionate to the building façade, shall be utilized to reduce the perceived scale of a building.
 1. Reveals.
 2. Popouts.
 3. Offsets measuring at least four (4) feet in depth.
 4. A vertical architectural treatment a minimum of twelve (12) inches in width.
 5. Color, texture or material change including, but not limited to, brick or stone.
 6. Architectural banding.
 7. Planters.
 8. Awnings.
 9. Decorative parapet arched, gabled, stepped, etc. or cornice treatments.
 10. Covered walkways.
 11. Variations in roof forms.
 12. Deep-set windows with mullions or decorative glazing.
 13. Columns or pillars.
 14. Marble or tile accents.
 15. Variation in roof height.
 16. Other façade treatments as agreed upon by the Zoning Administrator or designee thereof.

3. All building walls facing any public R.O.W. shall consist of a minimum of twenty percent (20%) of non-reflective glass or glaze.

4. Precast walls will be allowed with the following conditions:

A. All exterior walls of a building shall be articulated with a consistent style and materials. In no case shall any façade consist of unarticulated blank walls.

B. Each wall facing the public R.O.W. shall consist of thirty percent (30%) non-reflective glass or glaze.

C. All precast shall be earthtone-colored concrete or earthtone-painted concrete.

D. All precast shall have decorative reveals joints.

5. If the underlying building is constructed using either metal or concrete form walls, the metal or concrete portion of the walls on the front of the building face must be totally covered with the materials listed in this paragraph. The front building face for the purposes of Zone 2 shall be that side or sides of the building which face the street and are located at the front end of the building at or near the front set back. The alternative design may be approved by the Planning and Zoning Commission and the City Council if it is demonstrated by the property owner that:

A. Covering the metal or concrete building with appropriate materials for all or part of the building side is inconsistent or unnecessary based upon the proposed use of the structure, the appearance of other buildings in the immediate vicinity, and the attractiveness of the proposed alternative design.

B. Visibility of the side of the building to the general public will be limited by terrain, thick vegetation, or by placement of current or proposed building structures.

25. FEES. Fees for development in the Highway 141 Mixed Use Development Corridor District shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by City Council.

26. SIGNS. The general sign regulations in Section 165.18 of the Grimes Zoning Ordinance shall apply.

27. WAIVER OF REQUIREMENTS. Any one or more of the requirements set forth in Chapter 165A may be waived after recommendation of the Planning and Zoning Commission and approval of the City Council for reasons of safety, topographic conditions, or engineering issues. No waiver shall be authorized or permitted for relief from any of the requirements of this chapter for reasons related primarily to the costs of compliance, aesthetic or business preferences. Any person seeking a waiver under this section shall submit a written application for the waiver. Such application shall include a detailed description of the safety, topographic condition, or engineering need.

In addition, the requirements in this Chapter do not apply to any areas zoned R-4 (Planned Unit Development District).

12-11-2 Transportation Corridor Mixed Use Development Overlay District:

1. PURPOSE. It is the intent of the City of Grimes that a mixed use development overlay district be created along the Highway 44 transportation corridor and the other major transportation corridors as indicated on the zoning map that will provide for a combination of permitted uses, including commercial and residential development and governmental offices in a "traditional" development pattern. This overlay district is intended to supplement the base zone regulations within the overlay district boundaries in order to preserve the existing mix of commercial and residential uses within the district boundaries; to enhance the Highway 44 transportation corridor; to encourage new commercial and residential development in an orderly and compatible manner, including mixed commercial/residential development with residential structures above the first floor; to allow for maintenance and renovation of existing residential uses, while providing for appropriate redevelopment and/or adaptive reuse of existing residential structures; to preserve the historical resources of the City; to protect the environment; maintain and enhance "a sense of community"; and to reflect the unique development needs of the areas of the City impacted by proximity to the Highway 44 transportation corridor and the other major transportation corridors as indicated on the zoning map.

This Ordinance has been made with reasonable consideration to the character of areas included in this overlay district regulation and the peculiar suitability of such areas for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land within the City.

2. INTERPRETATION AND APPLICATION. The overlay zoning district created by this Ordinance is intended to function as an "overlay" to the underlying "base" zoning districts, and these regulations are in addition to the use, yard, bulk and other requirements of the applicable "base" zoning district. The two locations of this overlay zoning district shall be shown on the Official Zoning Map of the City and are referred to as Highway 44 Overlay Area 1, which is located generally along both sides of the Highway 44 corridor, and Highway 44 Overlay Area 2, which are the other major transportation corridors as indicated on the zoning map.

The provisions of this Ordinance are the minimum requirements for the promotion of public health, safety and general welfare. If this Ordinance requires a greater width, or size of yards or other open spaces of a greater percentage of lot to be left unoccupied, or imposes other higher standards than are required in any other statute or local ordinance or regulation, this Ordinance shall govern. This Ordinance shall not be deemed a limitation or repeal of any other power granted by the Code of Iowa.

3. VALIDITY AND SEVERABILITY. If any division, section, subsection, paragraph, sentence, clause, phrase, or provision of this Ordinance is adjudged invalid or held unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of the Ordinance as a whole or any division, section, subsection, paragraph, sentence, clause, phrase, or other than the provision so adjudged to be invalid or unconstitutional.
4. EFFECTIVE DATE. This Ordinance shall be effective after adoption and publication by the Grimes City Council as required by Chapter 414 of the Code of Iowa.

5. TITLE. This Ordinance shall be known as, referred to as, cited as the "Highway 44 Mixed Use Development Overlay District".

6. BASE ZONES. The following base zoning districts shall be applied for development within the Transportation Corridor Mixed Use Development Corridor Overlay District:

1. A-1 Agricultural District. This zoning district is intended to be applied to undeveloped land and agricultural uses within the overlay district boundaries. At the time of further development such property shall be rezoned to an appropriate base zoning district.

2. R-1 Single Family Dwelling District.

3. R-2 Single and Two Family Dwelling District.

4. R-3 Multiple Family Dwelling District.

5. R-4 Planned Residential Development District.

6. C-1 General Commercial District.

7. C-2 General and Highway Service Commercial District.

8. C-3 Planned Commercial Development District. The 'C-3' Planned Commercial Development District shall be applied only within Area 2 of the Highway 44 Mixed Use Development Overlay District.

The following zoning districts shall be considered prohibited base zoning districts within the Transportation Corridor Mixed Use Development Overlay District: M-1 Limited Industrial District; M-1A Commercial and Limited Light Industrial District; M-2 Light Industrial District; M-3 Heavy Industrial District and R-5 Mobile Home Park District.

7. PERMITTED AND PROHIBITED USES. Permitted uses shall be governed by the underlying base zoning districts with the following exceptions and considerations:

1. In the A-1 Agricultural Zoning District the following conditional uses shall not be considered for approval by the Zoning Board of Adjustment:

A. Mink and chinchilla farms and ranches.

B. Private aircraft landing fields and airports.

C. Mining and extraction of minerals and raw materials.

D. Private sanitary landfills and solid waste disposal facilities.

E. Feed lots and poultry farms.

F. Private gun clubs, skeet-shooting ranges and similar uses.

2. In the C-1 General Commercial District, and C-2 General and Highway Service Commercial District, construction of new single family and two family dwellings shall be considered impermissible uses and such new construction shall not be permitted after the effective date of this Ordinance. Any existing single family or two family dwelling, or a single family dwelling or two family dwelling for which a building permit has been received and construction has commenced prior to the effective date of this Ordinance shall be considered a permitted use. As such, maintenance, renovation and/or expansion, or replacement of a fire damaged/destroyed dwelling of pre-existing one family and two family dwellings shall be permitted, as long as it is consistent with the applicable zoning regulations.

3. A mix of commercial uses and multiple dwellings in the same structure is permitted and encouraged in the C-1 General Commercial District and the C-2 General and Highway Service Commercial District. However, one hundred percent (100%) of the first floor shall be in a permitted commercial use, and the multiple dwellings shall be located above the first floor.

8. BULK REGULATIONS. The bulk regulations for each of the base zoning districts and the Exceptions and Modifications contained in Section 165.36 shall prevail, except as stated below. In the case of a lot containing a commercial use and multiple dwelling use in the same structure in the C-1 General Commercial District or the C-2 General and Highway Service Commercial District, as per Section 165B.07, the minimum lot area and setbacks shall be governed by the commercial use on the first floor.

9. ARCHITECTURAL REQUIREMENTS. The intent for development within the Highway 44 Mixed Use Development Corridor District is to create a traditional downtown atmosphere and a pedestrian scale in the commercial areas through the use of appropriate exterior construction materials, window placement and door openings, and the provision of sidewalks and walkways. In addition it is also the intent to allow for the development of residential uses within the Highway 44 corridor, which will provide needed housing in close proximity to the commercial uses. Such residential structures should be designed and constructed from materials that will complement the traditional downtown character that is intended for this overlay district. To that end the following architectural requirements shall be placed on the construction of commercial and multiple family dwellings.

1. Building Materials.

A. Commercial Buildings. The exterior building walls of all newly constructed commercial buildings with a base zoning of C-1 General Commercial District, C-2 General and Highway Service Commercial District, and C-3 Planned Commercial District shall be constructed with face brick or brick panels. This requirement shall not preclude the use of accent materials such as stone or cast stone on the street face of the buildings. A sample of the brick material and any accent material shall be submitted for approval along with the other required application materials.

Other masonry materials, including stone, cast stone, ornamental concrete block, or other similar materials such as concrete panels, may be allowed on the exterior building wall facing adjacent streets of commercial buildings, provided such alternate materials are reviewed by the Planning and Zoning Commission and approved by 4/5 vote of the City

Council. A sample of any of the alternate materials shall be submitted along with the other required materials. Evaluation of these alternate materials shall be based on the quality of the building design, the intended character of the area, and the relationship and compatibility with building materials in the immediate neighborhood.

Existing residential structures that are converted to a commercial use may be remodeled to such use without being required to meet the exterior building siding requirements stated above but shall complement the existing residential housing within the zone.

B. Multiple Dwellings. Acceptable materials for the exterior building walls for multiple dwellings include horizontal lapped siding with four (4) inches to six (6) inches exposed between laps, brick, brick panels, stone, cast stone, ornamental concrete block or other similar materials. At least fifty percent (50%) of exterior building walls facing abutting streets, exclusive of the window and door openings, shall be constructed of brick, brick panels, stone, cast stone, ornamental concrete block or other similar materials.

2. Roofing Materials. Allowable roofing materials for any sloped roof on new commercial buildings or new multiple dwellings shall include the following: shingles, shakes, or standing seam metal roofs of a color approved by the City Council. Galvanized or aluminum colors shall not be permitted.

3. Windows and Doorways. In order to maintain a pedestrian orientation and promote a traditional downtown character all exterior building walls facing adjacent streets of commercial buildings in the C-1 General Commercial District, C-2 General and Highway Service Commercial District, and C-3 Planned Commercial District shall be glazed along a minimum of forty percent (40%) of the wall length with clear glass at eye level.

A primary entrance door shall be provided on street side of all commercial buildings. In the case of a corner lot there shall be a primary entrance door on the side where the building is addressed.

10. SCREENING REQUIREMENTS.

1. Mechanical Equipment. For all uses, except single family and two family dwellings, mechanical equipment, including cooling and heating equipment, pumps, generators and transformers, that are located on the ground shall be substantially screened from the adjacent street and from adjacent residentially zoned properties by a fence and/or evergreen shrubs. All mechanical equipment mounted on roofs or the walls of buildings shall be substantially screened from any adjacent properties and from adjacent streets with materials that are consistent with the architectural materials used on the abutting side of the exterior of the building.

2. Dumpsters. All dumpsters and/or trash collection areas shall be located on the rear half of the lot and shall be screened from public streets and any adjacent properties by means of a wall or a substantially opaque fence. Such wall or fence materials shall architecturally match the principal building, although alternating board fence would be acceptable, if the dumpster or trash collection area is not visible from the street.

11. LOADING DOCK ACCESS AND LOCATION.

1. Access. When a site is adjacent to an alley, access to off-street loading shall be from that alley. In the case of a corner lot fronting on Highway 44, access shall be from the side street. For all other corner lots, access shall be from the street having the least volume of vehicular traffic.

2. Location of the Loading Dock. A loading dock shall not be located on the side of the building facing Highway 44, any other street, or any residentially zoned property. An exception to this requirement may be allowed in the case where no other practical location is possible and where a visual screen/wall or another architectural feature is provided to screen the loading dock from view or to enhance its appearance. Such screen/wall or architectural feature shall be compatible with the exterior building wall materials and the design of the street face of the building. The screen/wall or architectural feature shall be of sufficient height and width to minimize views of the loading dock from adjacent sidewalks, streets and residential structures. Architectural elevations for the loading dock screen/wall or architectural feature shall be submitted along with the other required submittal materials and shall be reviewed by the Planning and Zoning Commission and approved by the City Council as part of the approval process for commercial buildings.

12. SIDEWALKS AND WALKWAYS. Public sidewalks within the public right of way shall be provided adjacent to all development sites within the Transportation Corridor Mixed Use Development Overlay District. The width of walkways shall be ten (10) feet except the Council may allow an exception to the width from Little Beaver Drive to the East to James Street.

On-site sidewalks shall connect the street to the main entrance of the principal structure on the site. Where on-site sidewalk cross parking lots, drive aisles, or driveways, the crossing shall be clearly marked or identifiable through the use of striping, speed bumps, different paving material or other similar method.

In the case of a corner lot the on-site sidewalk is only required between the main entrance of the principal structure and one street.

13. DRIVE-THROUGH FACILITIES. Drive-through facilities are permitted as accessory uses for restaurants, banks and pharmacies within the Highway 44 Mixed Use Corridor Overlay District.

When such facilities are located along Highway 44 access to the drive-through lane shall be by means of an adjacent alley, if practical.

The developer shall demonstrate that there will be adequate stacking space provided on-site for the drive-through use during peak use times in order to prevent stacking onto Highway 44, adjacent streets or into an alley.

14. OUTDOOR LIGHTING. It is the intent of these outdoor lighting regulations to eliminate problems of glare, minimize light trespass onto adjoining property, and reduce light pollution within the Highway 44 Mixed Use Development Overlay District. In addition, it is the intent to provide a uniform lighting pattern and design within and abutting the Highway 44 right-of-way through the use of consistent luminaires along this corridor on both public and private property.

1. Control of Glare. Any luminaire with a lamp rated at more than one thousand eight hundred (1,800) lumens shall not emit, in its installed position, any direct light above the horizontal plane

through the lowest direct light emitting part of the luminaire, and it shall not emit in its installed position any more than five percent (5%) of its total light output in the zone from fifteen15 degrees (15°) below horizontal to the horizontal plane through the lowest light emitting part of the luminaire.

2. 2. Exceptions to the Control of Glare. Any lighting source producing one thousand eight hundred (1,800) lumens or less shall be exempt from these regulations. Also any temporary lighting needed by Police, Fire or other emergency services and all hazard warning luminaires required by Federal regulatory agencies shall be exempt from these regulations.

3. Light Trespass. All nonexempt outdoor lighting fixtures shall be designed, installed and maintained to prevent light trespass. All outdoor lighting fixtures shall be installed and thereafter maintained so as to not cause direct light from the luminaire to be directed to residential buildings on adjacent and nearby property or nearby land. If such a condition should occur, the luminaire shall be redirected or its light source shall be controlled as necessary to eliminate the condition.

4. Pre-existing Luminaires. Any luminaires lawfully in place at the time of the adoption of these regulations shall be grandfathered. Such luminaires may be replaced with like luminaire unless at least fifty percent (50%) of the like luminaires are being replaced on the same premises. In such a case all replacement luminaires shall meet the requirements of these regulations.

5. Submittal Requirements. The following items shall be submitted by the applicant for site plan approval and/or a permit to install outdoor lighting in the Highway 44 Mixed Use Development Overlay District:

- A. Plans, including the location on the premises of luminaires, fixtures, lamps, supports, reflectors or other lighting devices;
- B. A detailed description of the luminaires, fixtures, lamps, supports, reflectors or other lighting devices; [This description shall include manufacturer's catalog cuts and drawings]
- C. Photometric data, such as that supplied by the manufacturer, showing the angle of cutoff or light emissions.

6. Highway 44 Pole and Fixture Requirements. The poles and fixtures for all parking lot lighting to be installed on commercially zoned property abutting Highway 44 shall be consistent with the poles and fixtures chosen for the Highway 44 right-of-way in order to present a uniform lighting pattern and design along the Highway 44 corridor.

15. STREET ACCESS. The purpose of these street access requirements is to protect the public health, safety and general welfare and to maintain a high level of transportation service on Highway 44 and the City's streets.

1. Highway Access. Direct access to Highway 44 shall be permitted only when the subject parcel has no other reasonable access to the street system of the City. Because Highway 44 is a State highway any vehicular access to Highway 44 will require coordination with the Iowa Department of Transportation (IDOT). Proposed access plans shall be submitted, reviewed, and approved by the City Engineer prior to submittal of such plans to IDOT for access permit approval.

2. Shared Access. Shared access and reciprocal cross easements for access between adjoining properties will be encouraged to minimize the number of private property access cuts on Highway 44.

3. Alley Use. The use of alleys for primary and secondary access to properties abutting Highway 44 shall be encouraged in order to improve capacity on Highway 44.

4. Corner Lots. Residential uses on corner lots along Highway 44 shall gain access from the side street and/or from an abutting alley.

Commercial uses and mixed commercial and residential uses on corner lots shall gain access from the side street and/or abutting alley to the extent that it is practical and reasonable.

5. Intersection and Access Visibility. A visibility triangle shall be maintained on any corner lot in any commercial zone abutting Highway 44 and at any driveway access from Highway 44. Within the visibility triangle, no fence, wall or sign shall be erected, and no foliage plant shall be permitted that will grow to a height of more than two and one-half (2 ½) feet above the elevation of the established centerline grades of the intersecting streets of such corner lot or the centerline grade of the street abutting the driveway access.

A corner lot visibility triangle is defined as the area created by the intersection of property lines at the corner of two (2) abutting streets and a line connecting two points on the two (2) property lines twenty (20) feet from the point of intersection. A driveway access 'visibility triangle' is defined as the area created by the intersection of the property line abutting the street and side edge of the driveway and a line connecting a point on the property line and a point on the edge of the driveway twenty (20) feet from the point of intersection.

In residential base zoning districts the visibility at intersections for residential districts in Section 165.36-7 of the Zoning Ordinance of the City of Grimes shall apply.

16. OFF-STREET PARKING AND LOADING REQUIREMENTS. Parking lots and loading areas shall be designed with safe and efficient access to parking spaces in mind, and adequate area for the temporary storage of vehicles shall be provided. Consideration in the design shall be given to the impact of the glare of headlights on adjoining property and streets and on the establishments located on the site. In addition, buffering of parking lots from residential uses on adjacent and nearby property shall be provided.

1. Off-street Loading and Parking Requirements. The minimum off-street loading and parking space requirements listed in Section 165.34 and Section 165.35 of the Zoning Ordinance of the City of Grimes shall apply in this overlay zone. The City Council upon recommendation from the Planning and Zoning Commission may require additional off-street parking spaces beyond the minimum, if it makes a finding that there is good and sufficient reason to believe that additional parking will be needed to prevent improper parking on the premises or that there will be an overflow of parked vehicles onto adjacent streets that will result in traffic and safety problems. In certain instances where off-street parking is limited by size or shape of the development site, the City Council may count on-street parking toward the minimum parking requirements, provided

that this accommodation will not negatively affect the use and enjoyment of adjacent and nearby property.

2. Parking Lot Setbacks. The following minimum setbacks from property lines shall be observed in the design and development of off-street parking lots.

10 feet --- from Highway 44 R.O.W.

8 feet --- from all other streets

8 feet --- from property line when commercial use abuts a residential use
or undeveloped land in a residential zone

5 feet --- from all other common lot lines

3. All surface truck parking and unloading areas shall be located on the rear one-half (1/2) of the lot.

4. All parking lots shall be designed and oriented so that there is adequate drive aisle width to facilitate the maneuvering of trucks, vans and full-sized vehicles in and out of the parking spaces. No parking space shall be designed to require a vehicle to back into a street right of way.

5. Required parking spaces shall have a minimum size of nine (9) feet by eighteen (18) feet, exclusive of access drives, drive aisles or ramps. The length of the parking stall may be reduced to sixteen and one-half (16 ½), including wheel stops, if an additional one and one-half (1 ½) feet is provided for the overhang of the bumper.

6. Surface parking lots shall conform to the landscaping and screening requirements set forth in Section 165B.17. Parking lot lights shall conform to the outdoor lighting requirements set forth in Section 165B.14.

17. LANDSCAPING AND SCREENING. The landscaping and screening requirements are intended to reduce the effects of wind, heat, noise, heat and glare of vehicle headlights, to decrease storm water runoff, to conserve property values and facilitate a convenient, attractive and harmonious community, to improve the appearance of surface parking lots and to generally preserve a healthful and pleasant environment in the Highway 44 Mixed Use Development Overlay Zoning District. To that end the following landscaping and screening regulations are established for this overlay district:

1. Landscaping and Screening Adjacent to Residentially Zoned Property. In any commercial base zoning district a buffer strip a minimum of five (5) feet wide shall be maintained along any common lot line that abuts residentially zoned property. The width of the buffer strip shall be increased to eight (8) feet, if there is a parking lot adjacent to the residentially zoned property. Within this buffer strip the following landscaping and/or screening requirements shall apply:

A. A barrier shall be created within the buffer strip to effectively screen the commercial property from the residential property. This barrier may take the form of a fence, masonry wall or opaque hedge, which shall be a minimum of six (6) feet in height. The height of the barrier shall be reduced to an appropriate height where it is necessary to preserve sight visibility for driveway approaches and other similar situations. If a fence or wall is used to provide the barrier, the fence or wall should be placed adjacent to the common lot line.

B. When a wall or fence is used to provide the barrier, the remaining ground surface of the buffer strip area shall be planted with grass, other vegetative ground cover or low shrubs. One over-story tree shall be planted in the buffer strip for every forty (40) lineal feet along the common lot line. The trees may be evenly spaced or grouped for maximum effect. If an opaque hedge is used to provide the barrier the remaining ground surface, exclusive of the area directly beneath the hedge canopy, shall be planted in grass or vegetative ground cover. Mulch may be used at the base of shrubs only or around the base of the trees.

2. Parking Lot Landscaping. All parking lot setback areas shall be landscaped in the following manner:

A. All parking lot setback areas along interior side and rear lot lines shall be planted with a combination of grass or vegetative ground cover, shrubs and trees. One over-story tree is required for every forty (40) lineal feet along the perimeter of parking lot where it abuts the setback area. In designing the landscape plan for this setback area, consideration shall be given to obscuring the glare of headlights from adjacent and nearby property. To that end an opaque fence may be used in lieu of shrubs to obscure the headlight glare from adjacent property.

In the case where the parking lot is located in a commercial zoning district and the property abuts a residential zoning district, the buffer strip landscaping requirements in Subsection 1 above shall prevail.

B. On the perimeter(s) of the lot adjacent to public rights-of-way, a strip of land of at least eight (8) feet in depth located between the right-of-way and the off-street parking or other vehicular use area shall be landscaped to include one (1) tree for every forty (40) feet or fraction thereof. Such trees shall be located between the abutting right-of-way and the off-street parking or other vehicular use area and shall be planted singularly or grouped in a planting area of at least twenty-five (25) square feet. In addition, a hedge, wall, earth berm, or other durable landscape barrier a minimum of three (3) feet in height shall be placed along the perimeter of such landscape strip. If said barrier consists of non-living material, one (1) shrub shall be planted every ten (10) feet and abutting the barrier. The remainder of the required landscape strip shall be planted with grass, ground cover or other landscape material, exclusive of paving. The planting of trees is not required along Highway 44 in order to preserve sight visibility and to avoid interference with street lighting.

C. Interior landscaping is required in any parking lot containing fifty (50) or more parking spaces. One landscaped island is required for the first fifty (50) parking spaces and an additional island shall be required for each additional twenty-five (25) parking spaces. The landscaped island shall be a minimum of nine (9) feet wide and eighteen (18) feet long and shall include grass or vegetative ground cover and an over-story tree. A landscaped median shall be required for every three (3) contiguous double loaded parking aisles. The median shall run the full length of the drive aisle and shall be a minimum of nine (9) feet wide. A minimum of one over-story tree shall be planted per forty (40) lineal feet of median, and the remainder of the island shall be planted with grass or vegetative cover.

3. Foundation Plantings. Foundation plantings, including deciduous and coniferous shrubs, and perennials, shall be planted along the fronts and sides of commercial, governmental, and institutional buildings and multiple dwellings.

4. Mulch. Mulch, including bark, river rock, lava rock, crushed brick and other similar materials may be used under shrubs and at the base of trees to retain moisture and control the growth of weeds, however, it shall not be used in lieu of grass or other vegetative ground cover when such materials are required landscaping materials.

5. Landscape Plans. A landscape plan shall be submitted with the application for site plan approval. It shall contain at a minimum the following information: (a) a site plan, showing the location of all plant materials; and (b) a list of all plant materials, including the plant species, plant size, mature size, and number to be planted. The landscape plan shall be approved as part of the site plan approval process.

18. SIGNS. The general sign regulations in Section 165.18 of the Grimes Zoning Ordinance shall apply.

19. WAIVER OF REQUIREMENTS. Any one or more of the requirements set forth in the Chapter 165B may be waived after recommendation of the Planning and Zoning Commission and approval of the City Council for reasons of safety, topographic conditions, or engineering issues. No waiver shall be authorized or permitted for relief from any of the requirements of this chapter for reasons related primarily to the costs of compliance, aesthetic or business preferences. Any person seeking a waiver under this section shall submit a written application for the waiver. Such application shall include a detailed description of the safety, topographic condition or engineering need. In addition, the requirements in this Chapter do not apply to any areas zoned R-4 (Planned Unit Development District).

12-12 Bulk Regulations

12-12-1 Bulk Regulations Table.

Bulk Requirements

Zoning Districts	Max DU/AC	Max Bldg. Ht./ Max No. of Stories		Min. Lot Area	Min. Lot Width	Min. Setbacks				Min. Percent Greenspace
		Primary	Accessory	sq ft	ft	Front	Side/Sum		Rear	Required
						1 1/2 Stories	2-3 Stories	ft		
									ft	
Single Family Dwelling										
A-1	0.1	NA	NA	43,560 ¹	330	75	10/30	15/35	75	NA
R-1	3.5	35/3	15/1	11,000	75	35	7/14	10/20 ²	35	40
R-2	4.5	35/3	15/1	8,500	70	30	7/14	10/20 ²	25	40
R-2 70	5.0	35/3	15/1	8,500	70	30	7/14	10/20 ^{2, 4}	25	40
R-2 60	6.0	35/3	15/1	7,500	60 ³	30	7/14	7/15 ²	25	40

1. Min. area for single family (non-farm) dwellings is 10 acres.
2. Churches and schools shall have min. side setback of 40 ft on each side.
3. Max. of 25% of lots can be 65 feet or greater per plat (excluding corner lots).
4. If 50% or more of the lots submitted on a preliminary plat have a lot width greater than or equal to 75 feet -- the side yard setback for 50% of the lots on said plat shall be a minimum of 8 feet, 17 feet composite. The remaining lots on said plat shall be a minimum of 10 feet, 20 feet composite. Setbacks shall be indicated on each lot at time of plat submittal. If 50% or more of the lots submitted on a plat have a lot width greater than or equal to 80 feet -- the side yard setback for 100% of the lots on said plat shall be a minimum of 8 feet, 17 feet composite. Corner lots shall not be included in the calculation in either determining lots greater than 75 feet or 80 feet or in the total lots in the plat when calculating the percentages to determine if 50% of the lots qualify for 8 feet, 17 feet composite setbacks.

Two Family Dwelling

R-2	8.7	35/3	15/1	10,000	80	30	7/14	7/15 ¹	25	40
R-2 70	8.7	35/3	15/1	10,000	80	30	7/14	10/20 ^{1, 2}	25	40
R-2 60	8.7	35/3	15/1	10,000	80	30	7/14	7/15 ¹	25	40
R-3 MED	10.2	40/3	15/1	8,500	70	30	7/14	15/30	30	40
R-3 HIGH	10.2	50/4	15/1	8,500	200	30	7/14	20/40	30	40

1. Churches and schools shall have min. side setback of 40 ft on each side.

Multiple Family Dwelling*

R-3 MED	8.0	40/3	15/1	80,000	200	30	7/14	15/30	30	40
R-3 HIGH	16.0	50/4	15/1	80,000	200	30	7/14	20/40	30	40

*Bulk requirements are applicable to the development site. For multiple family dwellings refer to Section 165.49 Internal Bulk Requirements Table. Minimum lot area is only applicable if lot is subdivided.

12-12-2 Internal Bulk Requirements Table.

District R-3 Medium and District R-3 High Internal Bulk Requirements	Standard
Min. separation between principal buildings.	16 ft
Min. separation between principal buildings when that wall surface is the only source of light and air for the living unit.	30 ft
Min. separation between principal and accessory buildings.	10 ft
Max. accessory structure height.	20 ft
Min. separation between garage and edge of common drive (driveway approach).	25 ft
Min. lot area per unit.	500 s.f.
Trash and recycle containers and enclosures. ¹	
Min. amount of greenspace expressed as a percent of total site area.	40%
Min. area provided for tot lots (or playground area). ²	
Min. amount of outdoor lighting. ²	
Min. PCC sidewalk width.	4 ft
Min. PCC sidewalk area. ²	
Air conditioners and mechanical equipment shall be screened from public right of way. ²	
Min. number of directory boards with building number and addresses at entrance of site. ²	1
Min. number of on-site parking spaces. ²	
Min. access drive width with no parking allowed on drive.	24 ft
Min. access drive width with parking allowed on drive.	26 ft
Standard parking stall dimensions.	9 ft x 19 ft
Alternative parking stall dimensions with 2 ft overhang.	9 ft x 17 ft
Max. access drive length without turnaround. ³	150 ft
Max. access drive length with turnaround. ³	600 ft
Min. turning radius on access drive. ⁴	45 ft
Min. PCC pavement thickness for access drives. ⁴	6 in
Min. HMA pavement thickness for access drives. ⁴	7 in
All access drives shall be constructed with permanent PCC curb and gutter. ²	
1. All trash and recycle containers and enclosures shall be located within an enclosed masonry area with a surrounding wall at least 6 feet high and no higher than 8 feet, with appropriate solid gate. The gate shall not be visible from the public street and shall be constructed with metal posts to withstand heavy use. The enclosure shall be consistent in architecture with project in which it is located. 2. The adequacy of this requirement shall be determined during the review of the site plan. 3. Access drives may exceed 150 feet in length if the design includes turnaround arrangements, or emergency only access arrangements, to the satisfaction of the Fire Department and the City. 4. Alternative pavement design options for access drives may be approved by City Engineer. The City Council reserves the right to waive or modify to a lesser restriction any provision or requirement provided in this Chapter, provided said waiver or modification does not adversely affect the intent of these requirements to adequately safeguard the general public and surrounding property.	

12-13 Architecture Regulations

12-13-1 Architectural Design Requirements.

1. Purpose. This section is intended to:

- A. Provide for the administration and enforcement of architectural design in zoning districts that are not in an established overlay district.
- B. Establish minimum standards for the design and construction of buildings and related structures in all districts.
- C. Consider the importance of the quality of architecture and building construction to the preservation and enhancement of building and property values, the prevention of the physical deterioration of buildings, the promotion of the image of the community and the general welfare of the City.

2. General Regulations. As part of the submittal for site plan approval within any zoning district, excluding the R-1, R-2, R-2 60, R-2 70, and R-5 Districts, architectural plans, including detailed wall and roof elevations and a description of proposed structural and exterior materials, shall be submitted for review and approval by the Planning and Zoning Commission and the City Council.

3. Design Standards.

A. Building Orientation. All buildings shall be designed and oriented to mitigate the visual and aural impact of their service areas, loading areas, nonresidential overhead doors and similar features on surrounding properties and public right-of-way.

(1) Buildings shall not expose service areas and equipment (transformers, generators, compressors, etc.), loading areas, nonresidential overhead doors, and similar features to the public right-of-way or to adjacent residential property.

(2) If it is not feasible to design and orient service areas and equipment (transformers, generators, compressors, etc.), loading areas, nonresidential overhead doors, and similar features so as not to face a public right-of-way or adjacent residential property, appropriate screening walls or fences with similar design features to the building (material, shape, color, etc.), additional landscape buffering or additional setbacks shall be required.

B. Architectural Elements.

(1) Buildings other than one and two-family buildings which are proposed in residential districts (utility structures, schools, churches, etc.) shall incorporate residential design elements (pitched roofs, dormers, cupolas, or other similar roof elements) into the building design to minimize the aesthetic impact of the nonresidential uses.

(2) Multiple-family buildings shall be designed in a manner compatible with residential uses in the vicinity. Architectural design for multiple-family buildings shall attempt to lessen the plainness of appearance which can be characteristic of large residential buildings. Multiple-family buildings with plain walls and boxy appearance are not acceptable. Exterior building materials shall employ a variety of textures and colors and window and door details. The roof shall be principally of gable, hip style or similar residential roof design. The structures' perimeter shall be varied when multiple buildings are proposed. Multiple buildings shall be sited at angles with one another.

(3) Buildings proposed in commercial districts that are adjacent to residential developments shall incorporate an articulated roofline, giving emphasis to architectural elements that will help visually divide the mass of a large building into smaller, more identifiable pieces. Flat roof buildings shall be discouraged and shall only be allowed on a favorable recommendation from the Planning and Zoning

Commission. Roof and wall elevations in the Governors District shall reflect the existing historic community architecture in the district.

- (4) Commercial buildings shall incorporate architectural design elements, materials, and colors into the side and rear building elevations similar to those used in the front building elevation.
- (5) Commercial buildings shall incorporate façade modulation in all building elevations, either by physical offsets or by the use of color, pattern, or texture in order to preserve building scale and reduce the negative aesthetic impact of long, large, expansive wall surfaces.
- (6) Roof-mounted mechanical, communications, or other similar equipment shall be screened from public view by the use of parapet walls or other roof structures. If a parapet wall or other roof structure cannot feasibly screen the roof-mounted equipment, point-in-place or other appropriate screening with similar design features to the building, including material, shape, and color shall be required.

C. Exterior Materials Selection.

- (1) In R-3 Medium and R-3 High Multiple Family Residential Districts, residential construction materials, such as brick, stone, wood, cement board siding, vinyl siding and architectural shingles, shall be utilized. At a minimum, 25 percent of primary materials shall be incorporated into the exterior surfaces, exclusive of glazed surfaces, of each building face. Acceptable primary materials shall include a combination of earth-tone colored brick, textured concrete block, marble, stone panels or other similar substantial material. Prohibited materials include smooth-faced concrete block, corrugated metal siding, split shakes and rough-sawn wood.
- (2) In C-1, C-2, and C-3 Commercial Districts, all wall sides shall have a primary material covering. The primary materials shall constitute at least 60 percent of the sum of the total of all wall areas, excluding glass. A minimum of 25 percent of the primary material shall be on each wall that does not face public right-of-way. Acceptable primary materials shall include a combination of earth-tone colored brick, architectural concrete panels, textured concrete block, marble, native/manufactured stone panels or other similar substantial material. Concrete panels and cement board siding are not considered a primary material. Prohibited materials include smooth-faced concrete block, corrugated metal siding, split shakes and rough-sawn wood.
- (3) In M-1A, M-1, M-2, and M-3 Industrial Districts, architectural design shall employ materials common in the district and vicinity of the building. The exclusive use of sheet metal as an exterior building material is not acceptable for buildings in close proximity to public streets. For buildings within 300 feet of the public street or residential properties, the exterior materials of the wall area facing the public street and a minimum of 30 feet along the adjacent side wall shall be comprised of no less

than 25 percent earth-tone colored brick, architectural concrete panels, textured concrete block, marble, native/manufactured stone panels or other similar substantial material. Pre-cast, tilt-up concrete panels and cement board siding are acceptable, provided additional architectural detailing is provided along the public faces of the building.

(4) Wall Area Defined. In the application of these requirements, some standards are based upon a percentage of the wall area. The wall area is defined as the total square feet of the exterior elevation of the building that is vertical to the ground. It may contain a gable end or dormer in the same plane of view. It does not contain the elevation area of a pitched roof, but would include the area of a parapet wall.

D. Exterior Colors. The building's exterior color scheme shall utilize primarily muted neutral or earth tone type colors. The primary use of bright, intense, or extreme colors shall be prohibited in all districts, although these colors may be used for specifically approved architectural detailing.

4. Waiver of Requirements.

A. The City Council, in its sole discretion and after receiving a recommendation from the Planning and Zoning Commission, may approve additional primary materials on a case-by-case basis, provided that such materials exhibit the structural strength and permanency desired, contain sufficient architectural relief, and do not detract from the desired aesthetic character of the building and the surrounding area.

B. The City Council reserves the right to waive or modify to a lesser restriction any provision or requirement contained in this section in any new development or redevelopment of property within the City, provided there is a favorable recommendation from the Planning and Zoning Commission and provided said waiver or modification does not adversely affect the intent of these regulations to adequately safeguard the general public and the surrounding property. Exceptions will only be considered for those areas where special circumstances warrant a change and whereby the modification or waiver is determined to be in the best interest of the general public.

12-14 Sign Regulations

12-14-1 Signs.

1. TITLE

This chapter, providing for the administration and enforcement of sign regulations, shall be known and may be cited and referred to as the *SIGN ORDINANCE OF THE CITY OF GRIMES, IOWA*.

2. PURPOSE AND SCOPE

The purpose of this chapter is to protect the health, safety, and general welfare of the citizens, to maintain and enhance the visual environment of the city, improvement of pedestrian and traffic safety, and the minimization of possible adverse effects on public and private property. The provisions of this chapter are intended to permit signs that will not, by reason of their size, location, construction or manner of display, endanger life and limb, confuse or mislead traffic, obstruct vision necessary for traffic safety, or otherwise endanger the public, health, safety, and welfare; and further, to regulate such permitted signs in a way to promote development that is not detrimental to the property values and aesthetics of the City. No sign shall be erected or maintained in the City's jurisdiction, except those specifically allowed by this chapter. All signs as permitted by the applicable zoning district regulations in all zoning districts in the city shall comply with the regulations of this chapter.

3. JURISDICTION

The lawful use of signs existing at the time of the enactment of this chapter may be continued although such use may not conform to the regulations herein. For those signs permitted before the adoption of these regulations, such signs shall be classified as "permitted nonconforming" structures. No permit shall be issued for any lot, tenant, or development after the effective date hereof and not in substantial conformity with the provisions of these regulations. Nor shall any sign, except as herein specified, be erected, substantially improved, converted, enlarged, or otherwise altered without conforming to the provisions of this chapter. Violation of the sign regulations set forth in this chapter shall be deemed a violation of this Code of Ordinances and punishable under Section 165.46 of the Grimes Code of Ordinances.

4. APPLICABILITY

In all districts, in connection with every industrial, commercial, business, recreational, or dwelling use, and all other uses, signage shall be provided in accordance with all of the following regulations except as elsewhere provided herein.

5. PROHIBITED SIGNS AND CONDITIONS

A. The following signs shall not be permitted, erected, or maintained on any property within the City:

1. Banners, pennants, spinners, streamers, ribbons, balloons, inflatables, posters, flags or other similar moving devices, except as permitted elsewhere in this chapter.
2. Billboards.
3. Neon lights or signs, not intended to add to the overall architectural theme of the site, except as permitted elsewhere in this chapter.
4. Building panel signs.
5. Hazardous signs, any sign or sign structure which is structurally unsafe, is not kept in good repair, or is capable of causing electrical shock to persons likely to come in contact.
6. Signs which incorporate in any manner any flashing or moving lights, except as permitted elsewhere in this chapter.
7. Signs which include visible moving parts, changeable copy or description by electrical or nonelectrical means, or by action of wind currents; except as permitted in this chapter.
8. Pole signs.
9. Portable or temporary signs, except as permitted elsewhere in this chapter.
10. Any sign unlawfully installed, erected, or maintained in violation of this chapter.
11. Any sign displaying any obscene, indecent or immoral matter, as defined by this chapter.
12. Roof signs.
13. Any vehicle sign parked in such a way to draw attention of people from a public place or street. This shall not include vehicles parked within an approved parking space per the approved site plan.
14. Ground-mounted signs in any residential land use, except as permitted elsewhere in this chapter.

15. Building-mounted signs in any residential land use, except as permitted elsewhere in this chapter.
16. Manual changeable copy signs.
17. Video message boards.
18. Painted wall signs.
19. Obsolete signs.
20. Projecting Signs, except as permitted elsewhere in this chapter.
21. Off-premise signs on property without a principal use, except during periods of time when a property is for sale or under development review and except as permitted elsewhere in this chapter.
22. Any signs, except permitted nonconforming signs, not specifically permitted within this chapter. Any other form of sign not specifically mentioned within this chapter.

6. DESIGN STANDARDS

1. SIGN FACE EXTENSION. No sign face on a building-mounted sign shall extend horizontally beyond the supporting structure a distance greater than twelve (12) inches.
2. ELECTRIC SIGNS.
 1. All electric signs shall be manufactured to meet UL specifications and shall require an electrical permit.
 2. Electric signs shall be watertight, with service holes to provide access to each compartment with fitted waterproof covers.
 3. Any electrical equipment or apparatus of a sign which causes interference with radio or television reception shall not be allowed.
3. WIND PRESSURE AND DEAD LOAD REQUIREMENTS. All signs and sign structures shall be designed and constructed to withstand a wind pressure as regulated by the building code of the City, and shall be constructed to receive dead loads as required in the building code and/or other ordinances of the City. Temporary signs shall be excluded from wind and dead load requirements as required above.

4. CLEARANCE FROM ELECTRICAL LINES. A clearance of not less than eight (8) feet horizontally and twelve (12) feet vertically shall be maintained between any sign and any overhead electrical transmission line.

5. NUMBER OF FACES. No sign shall have more than two (2) faces. Sign faces shall be parallel, unless determined to be consistent with the architectural character of the building, and approved by the Zoning Administrator.

6. LIGHTING OF SIGNS. Signs, if illuminated, must be lit by internal fixtures unless determined to be consistent with the architectural character of the building, and is approved by the Zoning Administrator. A constant level of light must be maintained, provided that this shall not be construed to prohibit use of an automatic dimmer to reduce garish effects at night. Lighting shall not flash or move. Sign lighting shall be consistent with the standards set forth elsewhere in the zoning regulations.

7. EMISSIONS PROHIBITED. No sign shall emit audible sound, noticeable odor, smoke, or other visible matter.

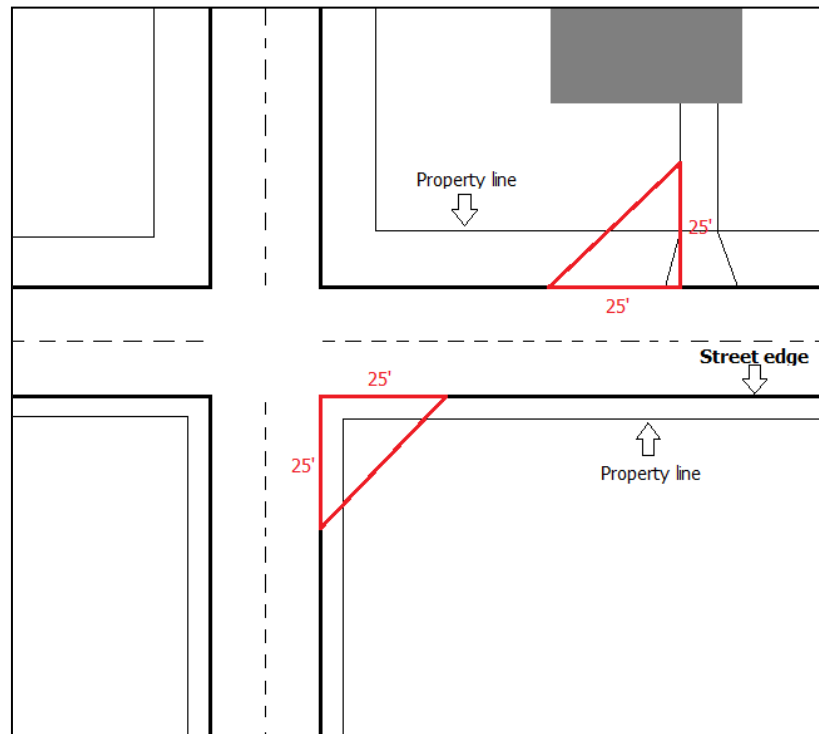
8. OBSTRUCTION OF FIRE EXITS, LIGHT, OR VENTILATION. No sign shall be permitted to obstruct or interfere in any way with free use of any door, window, fire escape, nor to obstruct or impair operation of any opening required for or ventilation.

9. TRAFFIC HAZARDS. It is illegal for any sign to interfere with, obstruct the view of, or be of such design which may be confused with any authorized traffic sign, signal, or device; no sign shall imitate an official traffic sign and be placed in a way that will interfere with, mislead, or confuse motorists.

10. VISION TRIANGLE. No sign shall be erected, placed, or allowed to be situated in such a manner as to materially impede vision between a height of two and one-half (2 ½) and ten (10) feet above the centerline grades of intersecting streets or an intersecting street and private driveway in the area bounded by the street or driveway lines of such intersections and a line joining points along said street or driveway lines twenty-five (25) feet from the point of intersection. See figure 165.18-1.

11. SIGN COLORS. Sign colors shall be earth tone or neutral colors or match the national franchise or business branding.

Figure 165.18-1 Vision Triangle



7. SIGN AREA FORMULA. The area of a sign is determined by the Zoning Administrator using actual dimensions where practical, or approximate dimensions when irregularity of a sign shape warrants. The sign area shall be the sum of the area of all rectangles, squares, or circular shapes that enclose the extreme points or edges of all copy, logos, and symbols of said sign.

8. GROUND-MOUNTED SIGNS

1. CUTOUT LETTERS OR FIGURES; COPY AREA LIMITED. All letters, figures, characters or representations in cutout or irregular form maintained in conjunction with, attached to, or superimposed on a ground-mounted sign shall be safely and securely built to or attached to the sign structure and shall comply with all requirements of the "design" and "maintenance" subsections of this chapter. The copy area shall be limited to a single geometric shape unless it emulates the building form or feature.

2. SIGN BASE AND SURROUND. All sign bases and surrounds shall be designed and constructed of materials that are similar to those used on the principal building. Sign bases and surrounds shall consist of masonry or similar durable materials, such as brick, stone, block, and other masonry or concrete materials, and shall be compatible with other structures and signs in the development. Metal skirting around a supporting

pole shall not be considered an acceptable sign base and surround material. No exposed sign cabinetry or electrical equipment or switches shall be visible from the right-of-way. Sign cabinetry shall be inset within the monument sign. All sign bases shall be at least twelve (12) inches in height, while all sign surrounds shall be at least six (6) inches in thickness. The sign and surround shall not be wider than the sign base. No base consisting of blank, unarticulated area shall exceed ten (10) feet in vertical direction. The sign shall lay directly on top of the base with no space in between. See figures 165.18-2 and 165.18-3 below for additional details.

Figure 165.18-2 Ground-Mounted Signs Parallel to the Right-of-Way

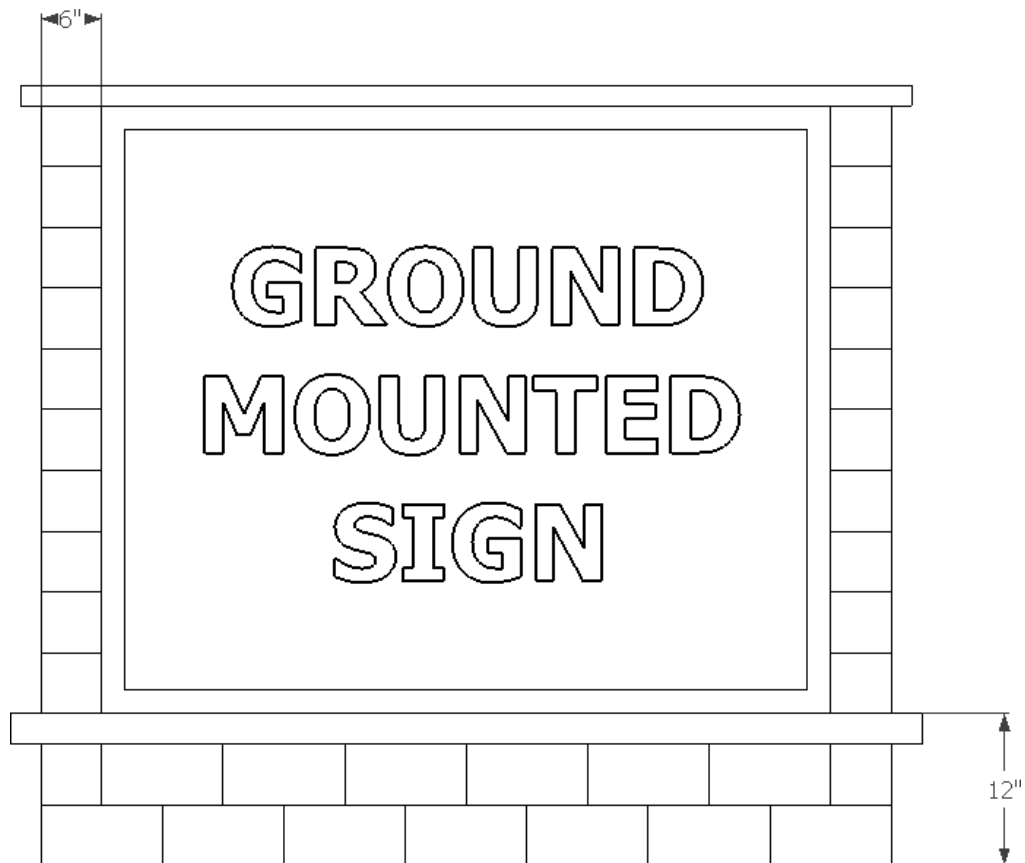
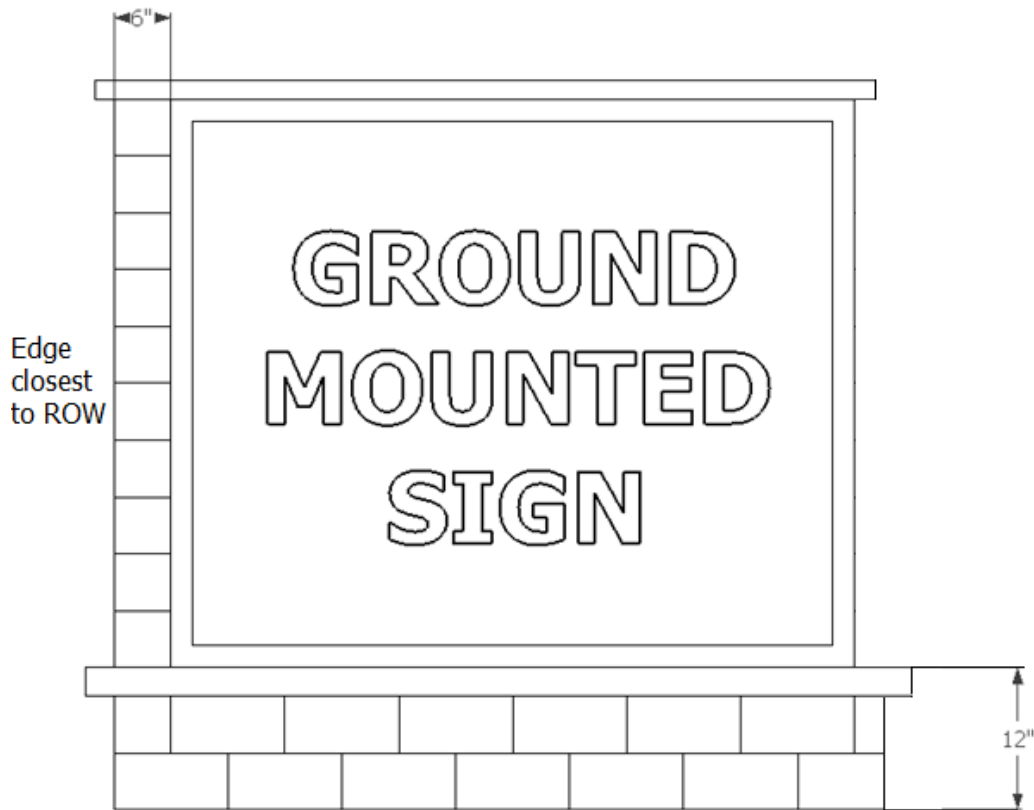


Figure 165.18-3 Ground-Mounted Signs Perpendicular to the Right-of-Way



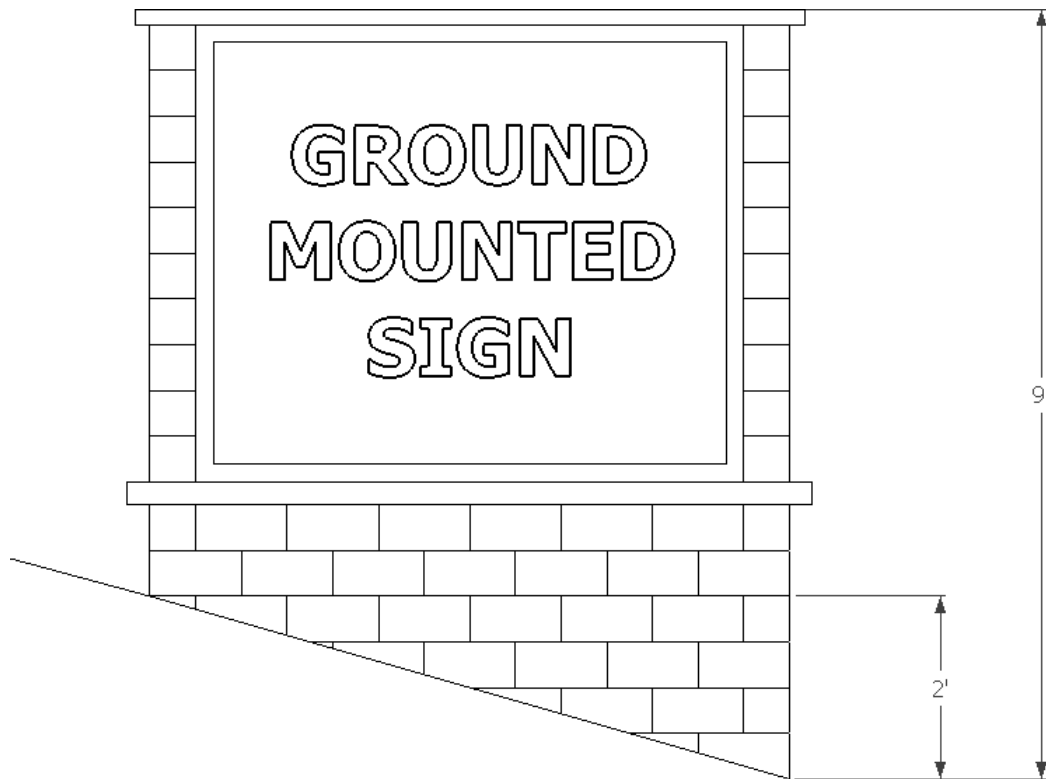
3. SIGN AREA. Sign area shall be provided in accordance to Table 165.18-1. Eighty (80) total square feet of ground-mounted signage is permitted per lot. A minimum distance of fifty (50) feet shall separate any two (2) ground-mounted signs on the same property, except signs six (6) square feet or less, in which case, a minimum distance of ten (10) feet shall be provided from any other sign. The total area of a sign shall be the actual square footage of one (1) sign face. Double faced signs may be permitted with the maximum square footage permitted on each side. Not more than two (2) sides of a sign structure can display signage.

Table 165.18-1 Ground-Mounted Sign Regulations

Setback from Property Line (feet)	Total Height of the Structure (feet)	Area of Sign Face (square feet)
5	5	30
6	6	35
7	7	40
8	8	45
9	9	50
10	10	55
11	11	60
12	12	65
13	13	70
14	14	75
15	15	80

4. SETBACK REQUIREMENT: The minimum setback required for ground-mounted signs shall be five (5) feet. All signs shall have a side setback not less than the height of the sign but in no case less than five (5) feet.
5. WIDTH: The maximum width of a ground-mounted sign structure shall be ten (10) feet.
6. HEIGHT: The maximum height of a ground-mounted sign structure shall be five (5) feet; provided, however, the maximum height may be increased one (1) foot for each additional one (1) foot of setback over the minimum required setback to a maximum sign structure height of fifteen (15) feet. See Table 165.18-1 for more information. For the purpose of measuring the height of the sign structure when the sign is placed on a slope, the ground surface at the midpoint between the elevation of the leading and trailing edge shall be considered the point of measurement. Where the street is substantially higher or lower than the proposed sign location, the Zoning Administrator may provide variations on the height requirement as described in this chapter. "Substantially" is defined, in this case, as a change in vertical distance greater than five (5) feet. In figure 165.18-4 below, the sign height would be calculated at eight (8) feet in height.

Figure 165.18-4 Ground-Mounted Sign Height on Slope



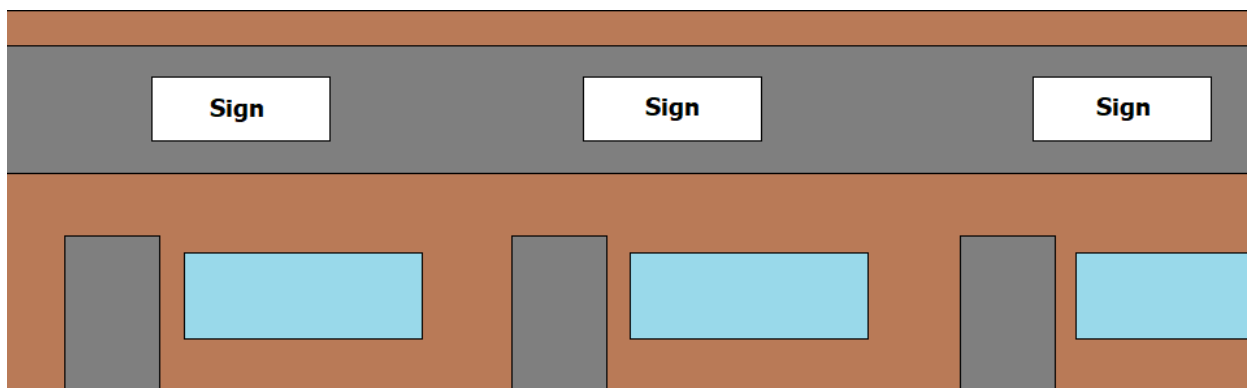
7. MONOLITHIC OR COLUMNAR LINE: Ground-mounted signs shall have a monolithic or columnar line that maintains essentially the same profile from grade to top.
8. MULTI-TENANT SIGNS. All ground-mounted signs that display more than one (1) tenant shall utilize a consistent earth tone or neutral field color for the copy area of the sign.

9. BUILDING-MOUNTED SIGNS

1. SIGN AREA ALLOWED: The following sign areas shall be allowed.
 1. One and one-half ($1 \frac{1}{2}$) square feet of sign area may be erected for every linear foot of tenant frontage to a maximum of five hundred (500) square feet.
 2. In the case that a tenant has frontage along more than one (1) street, the total sign area shall be calculated off of no more than two (2) street frontages, up to a maximum of seven hundred (700) square feet.

3. In the case that a tenant is not oriented towards a street frontage, the maximum sign area shall be calculated off of the building face where the front entrance is located.
 4. In the case that a tenant within a multi-tenant building is not oriented towards a street frontage and desires to place a sign on the elevation that faces a street frontage, the maximum sign area allowed to be displayed by all tenants on the street facing frontage shall be one and one-half ($1 \frac{1}{2}$) square feet of sign area per linear foot of building frontage.
 5. Signs can be placed on any building face. However, no more than one and one-half ($1 \frac{1}{2}$) square feet of sign area per linear foot is permitted on any one (1) building face.
 6. Any number of signs can be displayed on the building up to the maximum sign area permitted.
-
2. MULTI-STORY BUILDINGS: In the case of a multi-story building, the maximum square footage for each building or tenant sign shall be one (1) square foot of sign area for every linear foot of building or tenant frontage. In the event that a tenant occupies more than one story, they shall only be permitted to count the frontage on one story.
 3. MULTI-TENANT BUILDINGS: In the case of a multi-tenant building, location of tenant signs shall be placed upon the building in a consistent manner. See figure 165.18-5 below.

Figure 165.18-5 Multi-Tenant Sign Location



4. LETTERS, SYMBOLS, AND LOGOS: Under no circumstances will a letter, symbol, or logo dimension greater than six (6) feet be allowed. All building signs shall be principally comprised of individual channel letters or push through or routed letters at least one (1) inch in depth. For the purpose of displaying letters, symbols or logos, no more than twenty-five (25) percent of the sign area may be allotted to an awning or capsule sign. A channel letter or push through or routed letter sign is required before a capsule or awning sign can be permitted.

10. SUBDIVISION SIGNS.

In the case of a commercial or residential subdivision, when there exists an owners' association that provides for the maintenance of the sign or structures, seventy (70) square feet of sign area shall be granted to the subdivision. All sign dimensions shall be regulated in accordance with Table 165.18-1; however, the maximum area for each sign shall be thirty-five (35) square feet. No more than two (2) signs shall be permitted per subdivision. Each sign must be separated by at least fifty (50) linear feet. Such signs shall be extensively landscaped with trees, plantings, and natural features. Such signs may incorporate fountains, fences, or similar features. In the case of a commercial or residential subdivision that is actively under development/construction, thirty-five (35) square feet of sign area shall be permitted for the display of temporary signage.

11. CITY FACILITY SIGNS.

City facility signs shall be permitted, provided they are considered to advance the goals and vision established within the Grimes Strategic Plan, as approved by the City Council. City facility signs shall be reviewed by the Planning and Zoning Commission and approved by City Council.

12. ELECTRONIC MESSAGE BOARDS

A. Electric message boards shall be permitted on ground-mounted signs for fuel stations, schools, churches, community centers, and government uses. A maximum of twenty-five (25) percent of the maximum sign area, but not greater than twenty (20) square feet, may be dedicated to electronic message boards, schools, churches, community centers, and government uses. Electronic message boards for fuel stations shall be a maximum of twenty-five (25) percent of the maximum sign area, but no greater than ten (10) square feet.

B. All electronic message boards shall meet the following conditions:

1. Electronic message boards may change no more than one time in a 24-hour period and shall not include any flashing, flowing, scrolling, alternating or blinking lights.
2. The background of the electronic message board shall be black.

3. All text on the electronic message board shall be the same solid color. One color is permitted per 24-hour period.
4. Electronic message boards shall be integral to and a part of an approved ground-mounted sign.
5. Electronic message boards shall meet the lighting standards set forth in Chapter 165.

13. WINDOW SIGNS.

Window signs shall be limited to ten (10) percent of the window area of each individual window when applied to the exterior of the window. Window signs shall not be included in the area permitted for building-mounted signs. Window signs placed within the interior of a building are not regulated by this ordinance.

14. ADDRESSES.

Address letters on any building shall be required and shall meet the minimum standards outlined within the Fire Code, however shall not exceed more than 150% of the minimum height. Addresses shall not count toward the permitted wall sign or ground-mounted sign area.

15. HOME OCCUPATION SIGNS

No sign, other than one unlighted sign not over two (2) square feet in area attached flat against the dwelling shall advertise the presence or conduct of a home occupation. Home occupation signs shall only be permitted with an approved home occupation application.

16. TEMPORARY SIGNS AND FLAGS.

A. FLAGS

1. Flags of the United States, the state, the city, foreign nations having diplomatic relations with the United States, and other flags adopted or sanctioned by an elected legislative body of competent jurisdiction, must be flown in accordance with protocol established by the congress of the United States for the Stars and Stripes. Notwithstanding the above, the following flags shall not be prohibited by this chapter:

A. NUMBER OF FLAG POLES

1. All commercial, industrial, and multi-family residential properties shall be permitted two (2) flag poles. The flag poles can be building-mounted or ground-mounted.

2. All residential properties shall be permitted one (1) building-mounted flag pole and one (1) ground-mounted flag pole.

B. COMMERCIAL FLAGS

1. All non-residential uses shall be permitted to display no more than thirty (30) square feet of commercial flag area on any one (1) flag pole.
2. All residential uses shall be permitted to display no more than fifteen (15) square feet of commercial flag area on any one (1) flag pole.
3. Flag Poles shall not exceed thirty-five (35) feet in height. Minimum setback from property line shall be the height of the flagpole.

C. NON-COMMERCIAL FLAGS

1. All non-residential uses shall be permitted to display no more than sixty (60) square feet of non-commercial flag area on any one (1) flag pole.
 2. All residential uses shall be permitted to display no more than fifteen (15) square feet of non-commercial flag area on any one (1) flag pole.
 3. Flag Poles shall not exceed thirty-five (35) feet in height. Minimum setback from property line shall be the height of the flagpole.
2. Flags shall be displayed on flagpoles only. Flags displayed on light poles, utility poles, etc., except for city sponsored events, shall be prohibited.
 3. Multi-family uses shall be considered non-residential uses and follow the flag regulations for non-residential uses.

B. TEMPORARY SIGNS FOR RESIDENTIAL USES

1. The purpose of this section is to allow temporary commercial signage for residential land uses. Signs in this section shall be permitted in all residential districts. Residential properties shall not display more than six (6) square feet of temporary sign area. Temporary signs must be separated by at least ten (10) feet in distance. The maximum height of any residential temporary sign shall be six (6) feet. Under no circumstances shall any residential temporary sign be illuminated. The minimum setback of temporary signs for residential uses shall be five (5) feet from property line. Under no circumstances shall any temporary sign for residential uses be located on public property. During the period of time that a property is actively listed for sale, or for lease, an additional six (6) square feet of temporary sign area shall be permitted for display. The following signs are allowed:

A. Yard Signs

B. Detached Rigid Signs

C. Banners, Detached or Attached

D. Pennants, spinners, streamers, ribbons, balloons, inflatables, posters, flags or other similar moving devices.

20. For the purposes of temporary signs, multi-family uses shall be considered non-residential and follow the temporary sign requirements for non-residential uses.

D. TEMPORARY SIGNS FOR NON-RESIDENTIAL USES

1. The purpose of this section is to allow temporary commercial signage for non-residential land uses. Such signs shall be limited to six (6) periods per year for any one business or tenant space. Each temporary sign event shall last for a period of not more than fourteen (14) days. Non-residential properties shall not display more than thirty-five (35) square feet of temporary sign area during the permitted period. Temporary signs must be separated by at least ten (10) feet in distance. The maximum height of any temporary sign shall be six (6) feet. Under no circumstances shall any temporary sign be illuminated. The minimum setback of a temporary sign shall be five (5) feet from the property line. Under no circumstances shall any temporary sign be located on public property. During the period of time that a property is actively listed for sale, or for lease, an additional thirty-five (35) square feet of temporary sign area shall be permitted. The following signs are allowed:

A. Yard Signs

B. Detached Rigid Signs

C. Banners, Detached or Attached

D. Air Animated Displays and Inflatables, limited to eight (8) feet in height

E. A-Frame Style Signs

F. Bag Signs: Such signs shall be permitted for businesses wishing to cover existing signage until the replacement sign is manufactured. Bag signs shall be made of a canvas or cloth material and may be displayed for a period no longer than forty-five (45) days. Under special circumstances, the Zoning Administrator may authorize to extend this period by an additional thirty (30) days. The square footage of all bag signs shall not exceed the area necessary to cover the existing sign.

D. NON-COMMERICAL TEMPORARY SIGNS

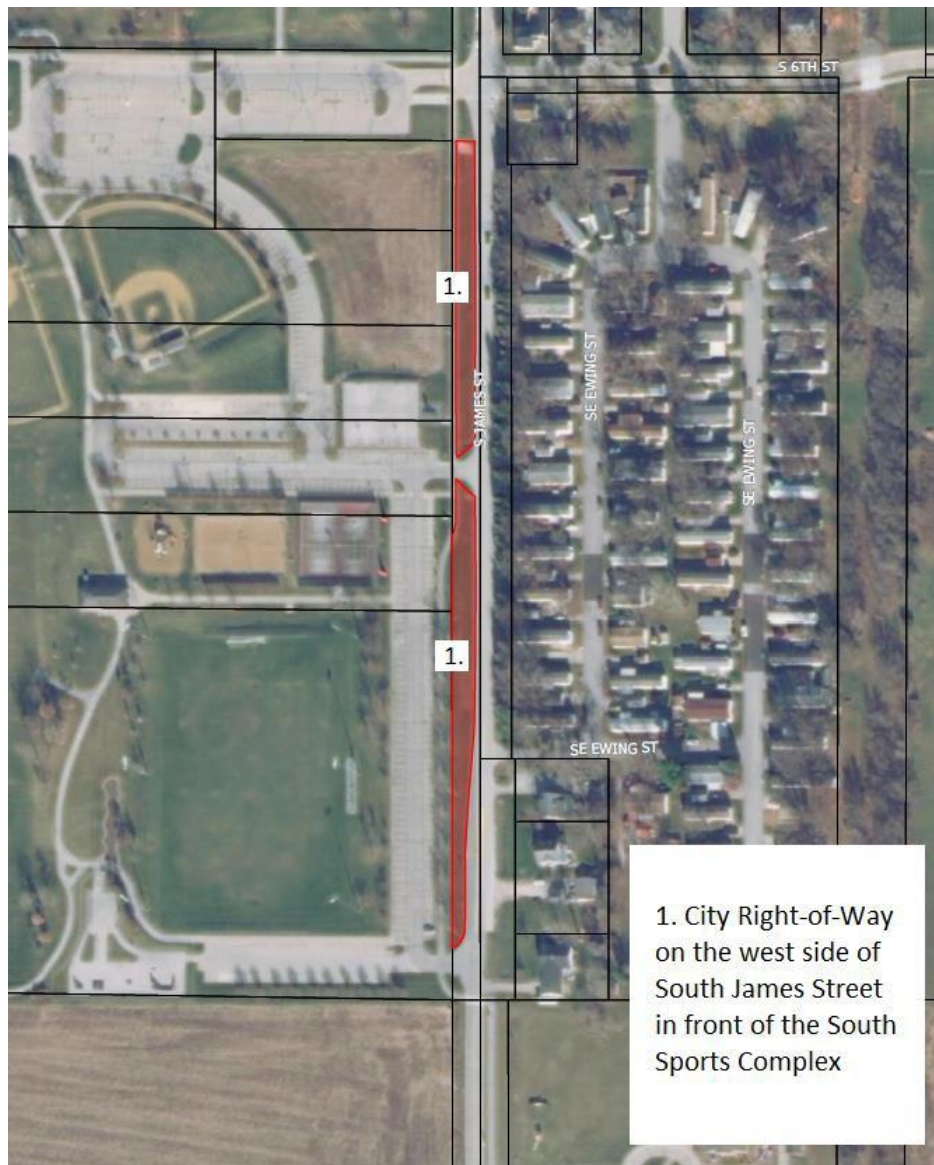
In addition to any permitted commercial sign, all properties shall be granted a maximum of thirty-five (35) square feet of sign area for the display of non-commercial temporary signage. The minimum setback of a non-commercial temporary signs shall be five (5) feet from property line. The maximum height of any non-commercial temporary sign shall be six (6) feet. Under no circumstances shall any non-commercial temporary sign be illuminated or be located on public property.

E. TEMPORARY SIGNS ON CITY PROPERTY. Temporary signs are permitted on City property in the areas designated in figures 165.18-6 and 165.18-7 below. No such sign shall be placed within a road median and shall not block visibility of pedestrians and motorists. Temporary signs on City property shall only be placed by schools or school organizations. Temporary signs within the right-of-way shall be limited to six (6) square feet and shall be no taller than four (4) feet in height. Such signs shall be limited to six (6) periods per year. Each temporary sign event shall last for a period of not more than fourteen (14) days. Temporary signs must be separated by at least five (5) feet in distance. Temporary signs on City property are only permitted to be yard signs.

Figure 165.18-6 Permitted Locations for Temporary Signs on City Property at Waterworks Park



Figure 165.18-7 Permitted Locations for Temporary Signs on City Property at the South Sports Complex



17. SIGNS ON PUBLIC PROPERTY

It is unlawful for any person to paint, print, or in any way affix any picture, bill, sign, signboard, poster or advertising material on any post, utility pole, fire escape, hydrant, curb, sidewalk, tree, lamppost or other structure of any kind on, or as to overhang or protrude over any property owned by the city or any easement of the city, except as otherwise permitted elsewhere in this chapter. No sign shall be located on or allowed to extend over public property except as permitted elsewhere in this chapter or expressly permitted by City Council. Zoning Administrator is hereby authorized and empowered to remove any such sign at the expense of the parties responsible for erection of such signs.

18. PLANNED UNIT DEVELOPMENT SIGNS.

Signs within Planned Unit Developments shall comply with the sign regulations established in this chapter unless otherwise established within the PUD Development Agreement for each development.

19. GOVERNORS DISTRICT SIGNS.

- A. Except as otherwise stated in this section, signs within the Governors District shall comply with all other sign regulations established in this chapter.
- B. PROJECTING WALL SIGNS. Projecting wall signs are permitted within the Governors District and shall comply with the following regulations.
 - 1. One (1) projecting sign per building.
 - 2. Signs shall project no more than six (6) feet from the building façade.
 - 3. Projecting signs must be installed so that the sign face is perpendicular to the building façade.
 - 4. Projecting signs shall provide at least eight (8) feet from the bottom of the sign to the grade below.
 - 5. Projecting signs shall not be larger than twenty (20) square feet. Only one (1) face of a projecting sign shall be counted towards the allowed wall signage of a building or tenant frontage.
 - 6. No projecting sign shall extend above the parapet or roof line.
 - 7. If internally illuminated, all projecting signs shall be designed in such a manner that only the text, copy or graphic of the sign is illuminated and the background is opaque.
 - 8. Due to the minimal setback of buildings in the Governors District, projecting signs may be allowed over the public right-of-way, but a hold harmless agreement, indemnification of the City, and proof of insurance must be provided.
- C. A-FRAME SIGNS. One (1) A-frame sign is permitted per tenant and shall be placed in front of the tenant space. Such signs shall be limited to four (4) feet in height. A minimum five (5) foot unobstructed walking path shall be maintained on the public sidewalk. A minimum two (2) foot setback is required from the street curb. A-Frame signs are only permitted to be displayed during business hours. A-frame signs shall be located outside of the vision triangle.

20. EXCEPTIONS.

Any permanent sign under two (2) square feet and located upon a non-residential property, is not regulated by this ordinance other than by provisions regarding visibility, right-of-way, maintenance, safety, and obscenity.

21. PERMIT REQUIREMENTS; FEES; EXCEPTIONS

- A. PERMIT REQUIRED; PAYMENT OF FEE: It is unlawful for any person to erect, alter or relocate within the city any sign without first obtaining a permit from the Development Services Department and paying the fee required herein unless provided elsewhere. No person shall erect, construct, or maintain any sign upon any property or building without the consent of the owner or person entitled to possession of the property or building. Application for permits shall be submitted to the Development Services Department.
- B. PERMIT FEES: Every applicant before being granted a permit hereunder shall pay to the city a permit fee in an amount determined by resolution of the City Council from time to time.
- C. SIGNS NOT NEEDING PERMIT: The following signs do not require a permit:
1. Temporary signs for residential uses.
 2. Traffic or other municipal signs, city facility signs, civic or service organizations, legal notices, railroad crossing signs, danger, and such temporary, emergency and non-advertising signs as may be approved by City Council.
 3. Non-commercial signs.
 4. Flag poles and flags.
 5. Private ground-mounted traffic control signs.
 6. Window Signs.
 7. Temporary signs in City right-of-way as permitted in this chapter.
 8. A permit shall not be required for repainting without changing permanent wording, composition, or colors; or for non-structural repairs.
 9. Any sign under two (2) square feet.
 10. Addresses

22. INSPECTIONS

All construction work for which a permit is required shall be subject to inspection by the building official or their designee. All such construction or work, including footings and foundations (structural and location), electrical connections, etc., shall remain accessible and exposed for inspection until approved. Approval as a result of an inspection shall not

be construed to be an approval of a violation of the provisions of this code. Inspections presuming to give authority to violate or cancel the provisions of this code shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes and to schedule and be present for the required inspections. Neither the building official nor the city shall be liable for expense entailed in the removal of any material required to allow inspection.

23. MAINTENANCE

All signs and parts thereof, including, but not limited to, electrical wiring and fixtures, supports, faces, lighting, and braces, shall be kept in good repair at all times, and shall be kept neatly painted or otherwise treated to prevent rust and similar unsightly deterioration and weathering. The Zoning Administrator, after thirty (30) days' written notice to the sign owner, may order the removal of any sign that is not maintained in accordance with the provisions of this section and the cost assessed against the property where said sign is located. However, in the case a sign structure becomes a safety hazard as defined in the city building code, the building official shall require owner of said sign structure to immediately abate the safety hazard as provided in the city building code. The Zoning Administrator may cause to be inspected, from time to time as deemed necessary, any sign regulated by this chapter for the purpose of ascertaining whether the same is secure, and whether it is in need of removal or repair to be in compliance with this chapter.

24. NON-CONFORMING SIGNS

Where a sign, other than a temporary sign, exists at the effective date of adoption or amendment of this ordinance that could not be built under the terms of this ordinance by reason of restrictions on area, use, height, setback, or other characteristics of the sign or its location on the lot, such sign may be continued so long as it remains otherwise lawful, subject to the following provisions:

No such sign may be enlarged or altered in a way that increases its nonconformity; however, reasonable repairs and alterations may be permitted. Should such sign be destroyed by any means to an extent of fifty (50) percent or more of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this ordinance.

25. OBSOLETE SIGNS

Any obsolete sign now or hereafter existing shall be taken down and removed by the owner, agent or person having beneficial use of the building or land upon which the sign may be found within thirty (30) days after written notification from the Zoning Administrator or their designee and, upon failure to comply with such notice within the

time specified in such order, the Zoning Administrator is hereby authorized to cause removal of such sign face, and any expense thereto shall be paid by the owner of the building or structure to which the sign is attached.

26. SUBSTITUTION

The owner of any sign which is otherwise permitted under this Chapter may substitute non-commercial copy in lieu of any other commercial copy. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over non-commercial speech, or favoring of any particular non-commercial message over any other commercial message. This provision prevails over any more specific provision to the contrary. This provision does not create a right to increase the total amount of signage on a parcel.

27. SEVERABILITY

If any portion of this chapter or any regulation contained herein is held to be invalid or unconstitutional by a court of competent jurisdiction, it is the intent of the City of Grimes that said portion or regulation is to be deemed severed from this chapter and should in no way affect or diminish the validity of the remainder of the Zoning Ordinance or any other sign regulation set forth herein.

12-15 Parking Regulations

12-15-1 Off-Street Parking, Circulation, and Loading.

1. PURPOSE

The purpose of this chapter is to protect the health, safety, and general welfare of the citizens, prevent traffic congestion and hazards, provide for proper traffic safety by preserving the public thoroughfares for the unimpaired movement of pedestrian, bicycle, and vehicular traffic, provide for attractive, secure, properly lighted, and well screened off street parking facilities, assure the mobility and access of emergency vehicles, provide for appropriately designed parking facilities in proportion to the needs generated by the varying types of land use, and minimize the negative visual impacts of large expanses of parking by reducing glare from parking lots through open space and landscaping around the parking areas.

2. JURISDICTION

The lawful use of parking facilities existing at the time of the enactment of this chapter may be continued although such use may not conform to the regulations herein. For those parking facilities permitted before the adoption of these regulations, such facilities shall be classified as "permitted nonconforming" facilities. No permit shall be issued for any lot, tenant, or development after the effective date hereof and not in substantial conformity with the provisions of these regulations. Nor shall any parking facility, except as herein specified, be substantially improved, converted, enlarged, or otherwise altered without conforming to the provisions of this chapter.

3. APPLICABILITY

In all districts, in connection with every industrial, commercial, business, recreational, or dwelling use, and all other uses, space for off street parking and storage of vehicles shall be provided in accordance with all of the following regulations except as elsewhere provided herein.

4. OFF-STREET PARKING AND CIRCULATION REGULATIONS

A. OFF-STREET PARKING AND CIRCULATION REQUIRED

1. Every parcel of land hereafter used as a public or private parking area, including commercial parking lots, shall be developed and maintained in accordance with the following requirements.

B. OFF-STREET PARKING AND CIRCULATION GENERAL PROVISIONS

1. Raised PCC curbing shall be installed and maintained along the entire perimeter of all parking, storage and display areas, except for single family attached and detached dwellings.
2. Required off-street parking facilities shall be primarily for the parking of operable private passenger automobiles of occupants, patrons, or employees of the principal use served. Required parking spaces shall not be used for the commercial sale, display, rental, or repair of other motor vehicles, unless that is the principal use of the site. Parking areas shall not be used for storage.
3. Any lighting used to illuminate off-street parking areas shall be arranged and oriented to direct the light away from adjoining premises in any "R" District. This can be accommodated by the use of downcast fixtures and shields.

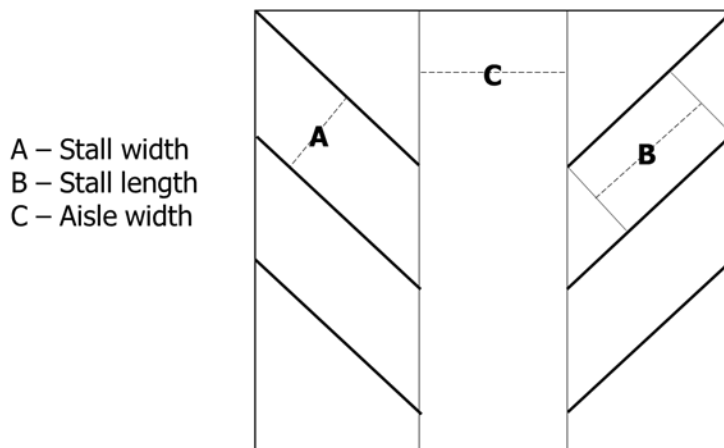
4. Surface parking lots shall conform to the landscaping, screening, and lighting requirements set forth in the Zoning Regulations.
5. All parking spaces, except parking spaces for single family attached and detached dwellings, shall be striped in accordance with the approved site plan. The striping is to remain maintained in a clear and visible manner.
6. Off-street parking facilities, including (but not limited to) parking lots, loading zones, and residential driveways shall accommodate the maneuvering and circulation of all vehicles on site, so as not to impair the movement of vehicles on public streets. Except single-family and two-family dwellings, townhomes, or properties within the Governors District, there shall be no backing of any vehicle from an off-street parking space into a public street or alley.
7. All required off-street parking and circulation areas, shall be surfaced with an asphaltic or portland cement binder pavement or similar surface, so as to provide a durable and dustless surface. They shall be graded and drained to dispose of all surface water accumulation within the area, and shall be arranged and marked to provide for orderly and safe loading or unloading and parking of self-propelled vehicles.
8. No off-street parking and circulation areas shall be located upon a property unless an approved principal use is also located upon the property.

C. OFF-STREET PARKING AND CIRCULATION DIMENSIONS

1. Off-Street Parking Dimensions:

- a) Parking spaces shall have a dimension of not less than nine (9) feet in width, and eighteen (18) feet in length. Parking stall length shall be measured from the edge of pavement to the top of the stall on the same angle as the striping. The width of the stalls shall be measured from the center of a stripe to the center of the next stripe and taken perpendicular to the stripes. Figure 165.34-1

Figure 165.34-1



- b) Angled parking stalls shall be measured as demonstrated in Figure 165.34-1.
- c) The length of parking stalls may be reduced to sixteen and one half ($16 \frac{1}{2}$) feet, if an additional one and one-half ($1 \frac{1}{2}$) feet is provided for the overhang of vehicles.
- d) Any parking space parallel to a wall or other solid barrier shall be widened by an additional two (2) feet.
- e) All parking spaces abutting a sidewalk shall have a minimum sidewalk width of six (6) feet. The sidewalk shall be widened by at least one and one-half ($1 \frac{1}{2}$) feet if parking stall depth has been reduced to sixteen and one-half ($16 \frac{1}{2}$) feet. When the front of a parking space abuts open space within the perimeter of the parking lot, the minimum width of the open space shall be five feet.

2. Off-Street Parking and Driveway Setbacks:

- a) No part of any parking space or driveway shall be closer than ten (10) feet to any established street right-of-way line unless such parking space is within a single-family or two-family residential driveway.
- b) No part of any parking space or driveway shall be closer than five (5) feet to any established side or rear yard property line.

- c) No part of any parking space or driveway shall be closer than five (5) feet to any existing or planned trail or sidewalk.
- d) In the event that a parking lot adjoins an "R" District, it shall be set back at least twenty (20) feet from the "R" District boundary and shall be effectively landscaped and screen planted in accordance with the Zoning Ordinance.

3. Off-Street Driveway Dimensions:

- a) Except for single-family or attached dwellings, the minimum width of a one-way driveway shall be sixteen (16) feet. The minimum width of a two-way driveway shall be twenty-four (24) feet.
- b) Where a parking lot does not abut on a public or private parking street, alley or easement of access, there shall be provided an access drive not less than ten (10) feet in width in the case of a dwelling, and not less than sixteen (16) feet in width in all other cases leading to the loading or unloading spaces and parking or storage areas. However, such easement of access or access drive shall not be located in any residential district, except where serving a permitted use in a residential district.
- c) All driveways used for the purpose of queuing in relation with a drive-through facility shall be a minimum of twelve (12) feet in width.

D. OFF-STREET PARKING SPACE MINIMUM REQUIREMENTS

- 1. In all districts, unless otherwise noted herein, space for parking of vehicles shall be provided in accordance with the following schedule. Fractional space requirements shall be rounded up to the next whole space.

Off-Street Parking Spaces Required by Use	
Use	Minimum Parking Spaces Required

Assembly halls, auditoriums, dance halls, event space, theaters, stadiums, and arenas	One (1) space for each four (4) seats or twenty (20) spaces per one thousand (1,000) square feet if there are no fixed seats
Assisted living facility	One (1) space per eight (8) beds, plus one (1) space per three (3) employees, plus, one (1) space for each resident staff member
Automobile sales	Two (2) spaces per one thousand (1,000) square feet of sales floor area. The off-street parking shall be in addition to automobile display areas.
Automobile service, repair	Four (4) spaces per service bay
Bank	Three (3) spaces per one thousand (1,000) square feet of gross floor area
Barber shop, beauty salon, spa	Four (4) spaces per one thousand (1,000) square feet of gross floor area
Business, professional office	Three (3) spaces per one thousand (1,000) square feet of gross floor area
Bowling ally	Three (3) spaces for each lane. Additional uses require the appropriate parking ratios.
Carwash	One (1) space per staffed employee, plus three (3) queuing spaces per bay
Child care facility, daycare	One (1) space per employee for the maximum staffing period, plus one (1) parking or loading space for every six (6) children
Church, house of worship	One (1) space per three (3) seats in the auditorium including balconies
Civic uses	Three (3) spaces per one thousand (1,000) square feet of gross floor area

Commercial entertainment	One (1) space per one thousand (1,000) square feet of outdoor entertainment area and building area combined
Commercial school or studio	One (1) space per two (2) employees, plus one (1) space per five (5) students plus one (1) space per four (4) seats in the auditorium. In no case shall there be less than five (5) spaces.
Drive-thru (non-food related uses)	Three (3) queuing spaces before the pick-up window
Drive-thru (food related uses)	Five (5) queuing spaces before the pick-up window
Fitness center, health club	Two and one-quarter (2.25) spaces per one thousand (1,000) square feet of gross floor area
Flexible space (retail/office)	Six (6) spaces per one thousand (1,000) square feet of gross building area
Flexible space (industrial/warehouse)	Two and one-half (2.5) spaces per one thousand (1,000) square feet gross floor area
Funeral homes, mortuary	One (1) space for each four (4) seats in the principal auditorium or ten (10) spaces per one thousand (1,000) square feet gross floor area if there are no fixed seats. Hearse parking shall be enclosed within the building or screened on all sides with opaque fencing or wall.
Gas station	Three (3) spaces per one thousand (1,000) square feet of gross floor area. A maximum of 50% of the pump parking spaces can count toward the required parking.
Home improvement store (over 100,000 square feet)	Two (2) spaces per one thousand (1,000) square feet gross floor area

Hospital	One and one-half (1.5) spaces for each one (1) bed
Hotel, motel, lodging	One and one quarter (1.25) spaces per room
Independent living facility	One and one-quarter (1.25) spaces per unit, plus one (1) visitor spaces per five (5) units
Industrial, manufacturing plant	One (1) space for each three (3) employees on the maximum working shift, but in no case less than one (1) space for each one thousand (1,000) square feet of gross floor area
Medical or dental office	Three (3) spaces per one thousand (1,000) square feet of gross floor area
Multi-family	Two (2) spaces per unit, plus one (1) visitor space per five (5) units. Twenty-five (25) percent of the required spaces shall be enclosed.
Restaurant, tavern, bar	Ten (10) spaces per 1000 square feet gross floor area
Retail store, shops, super markets, etc.	Four (4) spaces per one thousand (1,000) square feet of gross floor area
School (elementary or middle school)	One (1) space per employee, plus one (1) space per four (4) seats in the auditorium or gymnasium
School (high school, college, university, vocational)	One (1) space per employee, plus one (1) space per four (4) students at capacity, plus one (1) space per four (4) seats in the auditorium or gymnasium
Self-storage, mini warehouse	Three (3) spaces per one thousand (1,000) square feet of gross floor area of

	the office. One (1) space per unit for internally accessed storage units.
Single-family detached and two-family	Two (2) spaces for each dwelling unit, exclusive of private garages
Single-family attached	Two (2) spaces for each dwelling unit, plus one (1) visitor space per five (5) dwelling units
Veterinary clinic, kennel, pet daycare	One and one-half (1.5) spaces per exam room, plus one (1) space per six (6) animal capacity
Wholesale establishment, warehouse	One (1) space for each two (2) employees, but in no case less than one (1) space for each two thousand (2,000) square feet of gross floor area

2. Uses located within the Governors District are exempt from the minimum parking requirements, however are required to ensure practical parking provisions are provided.
3. In case the parking requirement of a building or use is not specifically mentioned herein, the parking space requirements for a use which is listed above and to which said use is similar, shall apply as determined by the Zoning Administrator. If no similar use is listed, the Zoning Administrator shall determine the parking space requirements based upon other available references or qualified sources of information to adequately determine parking demand.
4. Outdoor patron use areas or areas used for assembly shall be included in the gross floor area (GFA) for calculating parking requirements. Outdoor dining or drinking areas shall be included in the GFA for bars, restaurants, and taverns when calculating parking requirements. Outdoor dining or drinking areas shall not be required to provide parking for the first three hundred (300) square feet of area.
5. For a building where a single tenant has multiple uses, parking spaces shall be provided in accordance with the parking requirements of each use. An example of a mixed-use building is one

containing a combination of both office and manufacturing uses. The area dedicated to each use can be calculated at its individual requirement, at the discretion of the community development director. The tenant may need to demonstrate that the parking can meet the more restrictive standard if the uses are changed.

6. If the use of a building is changed or expanded, the minimum number of required parking spaces for the use shall be provided onsite.

E. OFF-STREET PARKING MAXIMUM REQUIREMENTS

1. Requests to exceed the maximum surface parking requirement by more than 25 percent shall demonstrate need by providing a market analysis, estimated employee count, floor plans, or other similar materials. The request must also provide a projection of future demand, and consideration and evaluation of alternative parking management practices (e.g., shared parking, shuttle, valet, etc.).
2. In no case shall the additional parking over 25 percent of the minimum required be provided without providing additional open space within the site, equal to or greater than the area of parking and adjoining circulation area in excess of the minimum required. This additional open space shall be in addition to the minimum open space required for the site. Additionally, the City Council may conditionally approve the additional parking subject to a phased construction schedule, creative surfacing for overflow parking areas or additional open space and/or landscaping.

F. OFF-STREET SHARED PARKING REQUIREMENTS

1. The number of required parking spaces for uses with differing business hours that share a parking lot may be reduced by 25 percent of the total required for each use if it is determined by the Zoning Administrator that such reduction will not have a negative impact on the congestion or safety of the development or adjoining developments

G. OFF-STREET RESIDENTIAL PARKING REQUIREMENTS

1. Off-street parking areas in residential districts shall be provided on the same lot with the principal use. Off-street parking may occupy any required yard. No required off-street loading areas shall be located in the required front yard in a residential district. This provision shall not prohibit parking on a driveway leading to a single- or two-family dwelling.
2. Driveways for individual single-family residences shall not be located closer than two (2) feet from an adjoining residential lot line, unless such driveway is jointly used by adjoining property owners and a joint easement has been recorded with the county recorder.

H. OFF-STREET ADA PARKING REQUIREMENTS

1. The owner, contractor, and developer shall comply with all federal, state and local laws regarding handicapped parking including, but not limited to, Iowa Code chapter 321L and the Americans with Disabilities Act.
2. Handicapped parking spaces required by federal, state, and local laws shall count toward meeting the requirements of this chapter.

I. EXCEPTIONS

1. Upon consultation by the City Engineer and recommendation of the Planning and Zoning Commission, a parking space does not have to be hard surfaced if it will be used for the storage of heavy equipment within M-2 and M-3 zoning districts, and in that case, it may be surfaced with recycled asphalt or other like material to provide a dustless surface area. All driveways or access areas leading to the storage area must be hard surfaced with an asphaltic surface or portland cement. The alternate parking surface shall be limited to 15% of the site but in no case more than one (1) acre in size and cannot be located within an overlay district. All heavy equipment storage shall be screened with landscaping and fencing.

5. OFF-STREET LOADING REGULATIONS

A. OFF-STREET LOADING SPACES REQUIRED

1. Any building or part thereof hereafter erected, which requires the receipt or distribution by vehicles of material or merchandise, shall provide and maintain on the same lot with such building, at least one (1) off-street loading space for each loading door or dock.
2. Space allocated to any loading use shall not be used to satisfy the number of required motor vehicle parking spaces.

B. OFF-STREET LOADING SPACE DIMENSIONS:

1. Loading areas abutting a dock shall provide loading spaces no less than twelve (12) feet in width and forty (40) feet in length.
2. Loading areas not abutting a dock shall provide loading spaces no less than ten (10) feet in width and twenty-five (25) feet in length.

C. OFF-STREET LOADING AREA LOCATIONS:

1. Loading areas shall be oriented away from the public street right-of-way.
2. In the event that placement of the loading area is visible from the public right-of-way, or adjoining any "R" District, screening shall be required to decrease the visibility of the loading area from public view and adjoining "R" District property. Loading areas adjoining an "R" district shall be set back at least twenty (20) feet from the common property line. Loading areas adjoining a district other than an "R" district must be at least 5 feet from the property line.
3. No portion of a public street or alley should be allowed to accommodate loading area functions unless otherwise designated by the City.

12-16 Flood Control

12-16-1 FPM (FLOOD PLAIN MANAGEMENT OVERLAY) DISTRICT REGULATIONS.

1. Purpose. It is the purpose of this section to promote the public health, safety and general welfare by minimizing those flood losses described in subsection 2 below with provisions designed to:

- A. Restrict or prohibit uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or flood water velocities;
 - B. Require that uses vulnerable to floods, including public utilities which service such uses, be protected against flood damage at the time of initial construction;
 - C. Assure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.
- 2. Findings of Fact. It is hereby declared that the flood plain areas of the City are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the health, safety and general welfare of the community. These losses, hazards and related adverse effects are caused by the occupancy of flood plain areas by uses vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flooding and by the cumulative effect of flood plain construction on flood flows, which causes increases in flood heights and flood water velocities. This section relies upon engineering methodology for analyzing flood hazards which is consistent with the standards established by the Iowa Department of Natural Resources.
- 3. Compliance. No structure or land shall hereafter be used and no structures shall be located, extended, converted or structurally altered without full compliance with the terms of this section and other applicable regulations which apply to uses within the jurisdiction of this section.
- 4. Interpretation. In their interpretation and application, the provisions of these regulations shall be held to be minimum requirements for the promotion of the public health, safety, and general welfare.
- 5. Conflict. These regulations are not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provisions of law. Where any provision of these regulations imposes restrictions different from those imposed by any other provision of these regulations or regulations by any other ordinance, rules or regulations, or other provision of law, whichever provisions are more restrictive or impose higher standards shall control. These regulations are not intended to abrogate any easement, covenant or other private agreement or

restriction provided that where the provisions of these regulations are more restrictive or impose higher standards or regulations than such easement, covenant, or other private agreement or restriction, the requirements of these regulations shall govern.

6. **Warning and Disclaimer of Liability.** The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions. Flood heights may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. These regulations do not imply that areas outside the flood plain areas or land uses permitted within flood plain areas will be free from flooding or flood damages. These regulations shall not create liability on the part of the City or any officer or employee thereof for any flood damages that result from reliance on these regulations or any administrative decision lawfully made thereunder.
7. **Amendments.** Any regulations or provisions of this section may be changed and amended from time to time by the Council, after notice and hearings required by law. The Federal Insurance Administration and the Iowa Department of Natural Resources shall be notified of each amendment to the regulations or provisions of this section.
8. **Flood Plain Management Overlay District Boundary.**
 - A. These flood plain management regulations apply to all lands designated as special flood hazard areas. These special flood hazard areas are shown on the Flood Insurance Rate Maps for Polk County, Incorporated Areas, City of Grimes, Panels 19153C0155F, 0160F, 0165F, 0166F, 0167F, 0168F, 0169F, dated February 1, 2019, which were prepared as part of the Flood Insurance Study for Polk County, are hereby adopted by reference. The flood profiles and all explanatory material contained within the Flood Insurance Study are also declared to be a part of this ordinance.
 - B. The general location of the special flood hazard areas shall be determined by scaling distances on the Flood Insurance Rate Maps; however, in cases where a more precise determination is needed as to the exact location of the boundary in relation to a particular property, the determination shall be upon elevation, using the elevation reference mark set forth in the Flood Insurance Study.

9. Flood Plain Management Standards. All uses must be consistent with the need to minimize flood damage and shall meet the following applicable performance standards. Where 100-year flood data has not been provided in the Flood Insurance Study, the Department of Natural Resources shall be contacted to compute such data.
- A. All structures shall be (i) adequately anchored to prevent flotation, collapse or lateral movement of the structure, (ii) be constructed with materials and utility equipment resistant to flood damage, and (iii) be constructed by methods and practices that minimize flood damage.
 - B. Residential buildings. All new or substantially improved residential structures shall have the lowest floor, including basement, elevated a minimum of one (1) foot above the 100-year flood level. Construction shall be upon compacted fill which shall, at all points, be no lower than 1.0 feet above the 100-year flood level and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers) may be allowed, subject to favorable consideration by the Council and the Department of Natural Resources, where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding.
 - C. Non-residential structures. All new or substantially improved non-residential structures shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the base flood elevation, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood; and that the structure below the base flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum) to which any structures are floodproofed shall be maintained by the Administrator.
 - D. All new and substantially improved structures:

(1) Fully enclosed areas below the "lowest floor" (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:

- a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- b. The bottom of all openings shall be no higher than one foot above grade.
- c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- d. All such areas shall be used solely for parking of vehicles, building access and low damage potential storage.

E. Factory-built homes:

- (1) All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one (1) foot above the 100-year flood level.
- (2) All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist floatation, collapse, or lateral movement. Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the State Building Code.

10. Utility and Sanitary Systems.

- A. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system as well as the discharge of effluent into flood waters. Wastewater treatment facilities

shall be provided with a level of flood protection equal to or above the minimum floodproofing/flood protection elevation.

- B. Onsite waste disposal systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.
 - C. New or replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system. Water supply treatment facilities shall be provided with a level of protection equal to or above the minimum floodproofing/flood protection elevation.
 - D. Utilities such as gas and electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.
11. Flood Control Structures. Flood control structural works such as levees and flood walls shall provide, at a minimum protection from a 100-year flood with a minimum of three (3) feet of design freeboard and shall provide for adequate interior drainage. In addition, flood control structural works shall be approved by the Iowa Department of Natural Resources.
12. Subdivisions. Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards of this ordinance. Subdivision proposals intended for residential use shall provide all lots with a means of access which will be passable by wheeled vehicles during the base flood. Proposals for subdivisions greater than five (5) acres or fifty (50) lots (whichever is less) shall include base flood elevation data for those areas located within the Special Flood Hazard Areas.
13. Storage of Materials. Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated above the minimum floodproofing/flood protection elevation. Other material and equipment must either be similarly elevated or (a) not be subject to major flood damage and be anchored to prevent movement due to flood waters, or (b) be readily removable from the area within the time available after flood warning.
14. Accessory Structures to Residential Uses.

A. Detached garages, sheds, and similar structures that are incidental to a residential use are exempt from the base flood elevation requirements where the following criteria are satisfied.

(1) The structure shall be designed to have low flood damage potential. Its size shall not exceed six hundred (600) sq. ft. in size. Those portions of the structure located less than one (1) foot above the base flood elevation must be constructed of flood-resistant materials.

(2) The structure shall be used solely for low flood damage potential purposes such as vehicle parking and limited storage. The structure shall not be used for human habitation.

(3) The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters.

(4) The structure shall be firmly anchored to resist flotation, collapse and lateral movement.

(5) The structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least one foot above the base flood elevation.

(6) The structure's walls shall include openings that satisfy the provisions of Section 165.33(9) D1 of this chapter.

B. Exemption from the 100-year flood elevation requirements for such a structure may result in increased premium rates for flood insurance coverage of the structure and its contents.

15. Floodway Capacity. No use shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch, or other drainage facility or system.

16. Channel Changes. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Iowa Department of Natural Resources.

17. Special Floodway Provisions. In addition to the General Flood Plain Standards, uses within the floodway must meet the following applicable standards. The floodway is that portion of the flood plain which must be protected from developmental encroachment to allow the free flow of flood waters. Where floodway data has been provided in the Flood Insurance Study, such data shall be used to define the floodway limits. Where no floodway data has been provided, the Iowa Department of Natural Resources shall be contacted to provide a floodway delineation.

- A. No use shall be permitted in the floodway that would result in any increase in the 100-year flood level. Consideration of the effects of any development of flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
- B. All uses within the floodway shall:
 - (1) Be consistent with the need to minimize flood damage.
 - (2) Use construction methods and practices that will minimize flood damage.
 - (3) Use construction materials and utility equipment that are resistant to flood damage.
- C. No use shall affect the capacity or conveyance of the channel or floodway or any tributary to the main stream, drainage ditch, or any other drainage facility or system.
- D. Structures, buildings and sanitary and utility systems, if permitted, shall meet the applicable General Flood Plain Standards and shall be constructed or aligned to present the minimum possible resistance to flood flows.
- E. Buildings, if permitted, shall have a low flood damage potential and shall not be for human habitation.
- F. Storage of materials or equipment that are buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the floodway within the time available after flood warning.

- G. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Department of Natural Resources.
 - H. Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.
 - I. Pipeline, river or stream crossings shall be buried in the stream bed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.
18. Duties and Responsibilities of Zoning Administrator. The Zoning Administrator shall administer and enforce the provisions of this section. Duties and responsibilities of the Zoning Administrator shall include, but not necessarily be limited to, the following:
- A. Review all Flood Plain Development Permit applications to ensure that the provisions of this section will be satisfied.
 - B. Review all Flood Plain Development Permit applications to ensure that all necessary permits have been obtained from Federal, State or local governmental agencies.
 - C. Record and maintain a record of (i) the elevation (in relation to the North American Vertical Datum, 1988) of the lowest floor (including basement) of all new or substantially improved structures or (ii) the elevation (in relation to the North American Vertical Datum, 1988) to which all new or substantially improved structures have been floodproofed.
 - D. Notify adjacent communities and/or Polk County and the Iowa Department of Natural Resources prior to any proposed alteration or relocation of a watercourse.
 - E. Keep a record of all permits, appeals, variances and such other transactions and correspondence pertaining to the administration of this section.
19. Flood Plain Development Permit Required. A Flood Plain Development Permit issued by the Administrator shall be secured prior to initiation of any flood plain development (any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, filling, grading,

paving, excavation or drilling operations) including the placement of factory-built homes.

20. Application for Permit. Application for a Flood Plain Development Permit shall be made on forms supplied by the Zoning Administrator and shall include the following information:

- A. Description of the work to be covered by the permit for which application is to be made.
- B. Description of the land on which the proposed work is to be done (i.e. – lot, block, tract, street address or similar description) that will readily identify and locate the work to be done.
- C. Indication of the use or occupancy for which the proposed work is intended.
- D. Elevation of the 100-year flood.
- E. Elevation (in relation to the North American Vertical Datum, 1988) of the lowest floor (including basement) of buildings or of the level to which a building is to be floodproofed.
- F. For buildings being improved or rebuilt, the estimated cost of improvements and market value of the building prior to the improvements.
- G. Such other information as the Zoning Administrator deems reasonably necessary for the purpose of this section.

21. Action on Permit Application. The Zoning Administrator shall, within a reasonable time, make a determination as to whether the proposed flood plain development meets the applicable standards of this section and shall approve or disapprove the application. For disapprovals, the applicant shall be informed, in writing, of specific reasons therefore. The Zoning Administrator shall not issue permits for variances except as directed by the Board of Adjustment.

22. Construction and Use to be as Provided in Application and Plans. Flood Plain Development Permits issued on the basis of approved plans and applications authorize only the use, arrangement and construction set forth in such approved plans and application and no other use, arrangement or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this section. The applicant shall be required to submit certification by

a professional engineer or land surveyor, as appropriate, registered in the State of Iowa, that the finished fill, building flood elevations, floodproofing, or other flood protection measures were accomplished in compliance with the provisions of this section, prior to the use or occupancy of any structure.

23. Variances. The Board of Adjustment may authorize upon request in specific cases such variances from the terms of this section that will not be contrary to the public interest where owing to special conditions, a literal enforcement of the provisions of this section will result in unnecessary hardship. Variances granted must meet the following applicable standards:

- A. No variance shall be granted for any development within the floodway which would result in any increase in flood heights during the occurrence of the 100-year flood.
- B. Variances shall only be granted upon:
 - (1) Showing of good and sufficient cause;
 - (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (3) A determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public.
- C. Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- D. In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this section, the applicant shall be notified in writing over the signature of the Zoning Administrator that:
 - (1) The issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars (\$25.00) for one hundred dollars (\$100.00) of insurance coverage; and
 - (2) Such construction increases risks to lives and property.

- E. All variances granted shall have the concurrence or approval of the Iowa Department of Natural Resources.

24. Factors upon Which the Decision of the Board of Adjustment Shall Be Based. In passing upon applications for variances, the Board of Adjustment shall consider all relevant factors specified in other parts of this section, and:

- A. The danger to lives and property due to increased flood heights or to the injury of others.
- B. The danger that materials may be swept onto other lands or downstream to the injury of others.
- C. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
- D. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
- E. The importance of the services provided by the proposed facility to the City.
- F. The requirements of the facility for a flood plain location.
- G. The availability of alternative locations not subject to flooding for the proposed use.
- H. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
- I. The relationship of the proposed use to the zoning and flood plain management program for the area.
- J. The safety of access to the property in times of flood for ordinary and emergency vehicles.
- K. The expected heights, velocity, duration, rate of rise and sediment transport of the flood water expected at the site.
- L. Such other factors which are relevant to the purpose of this section.

25. Conditions Attached to Variances. Upon consideration of the factors listed above, the Board of Adjustment may attach such conditions to the granting of variances as it deems necessary to further the purpose of this section. Such conditions may include, but not necessarily be limited to:

A. Modification of waste disposal and water supply facilities.

B. Limitation on periods of use and operation.

C. Imposition of operational controls, sureties, and deed restrictions.

D. Requirements for construction of channel modifications, dikes, levees, and other protective measures, provided such are as approved by the Iowa Department of Natural Resources and are deemed the only practical alternative to achieving the purpose of this section.

E. Flood proofing measures.

26. The Legislator of the State of Iowa has in Chapter 414, Code of Iowa, as amended, delegated the power to cities to enact zoning regulations to secure safety from flood and to promote health and the general welfare.

27. Severability. If any section, clause, provision or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

28. Recreational Vehicles

A. Recreational vehicles are exempt from the requirements of SECTION 165.33(9) E of this ordinance regarding anchoring and elevation of factory-built homes when the following criteria are satisfied.

(1) The recreational vehicle shall be located on the site for less than 180 consecutive days, and,

(2) The recreational vehicle must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system and is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

- B. Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of SECTION 165.33(9)E of this Ordinance regarding anchoring and elevation of factory-built homes.

12-17 Site Plan Regulations

12-17-1 Site Plan. To assure that the design and location of multiple family residential, commercial and industrial areas will be in conformance with the zoning standards of this chapter and are properly related to and in harmony with the existing and future residential, business and industrial development of the City, including generally accepted principles of residential, commercial, industrial and urban design, a detailed site plan shall be submitted showing the proposed use and development of all multiple family residential, commercial and industrial sites for approval by the Council after review and recommendation by the Planning and Zoning Commission.

1. Procedure.

- A. Whenever any person wishes to develop any tract, lot or parcel of land within the City, located in the R-3, C-1, C-2, M-1, M-1A, M-2 or M-3 zoning districts, said person shall cause to be prepared a site plan of such development and shall submit fifteen (15) copies of said site plan to the Zoning Administrator. The provisions of this section shall also be applicable to the redevelopment, enlargement or extension of more than twenty-five percent (25%) of any multiple family residential, commercial or industrial uses and structures existing at the time of adoption of this chapter. The site plan shall contain such information and data as outlined herein.
- B. The Zoning Administrator shall review the site plan for compliance with this chapter and shall refer a copy of the site plan to the City Engineer, or such other person as shall be designated from time to time by the Council, who shall review said site plan as to its compliance with other ordinances of the City, its effect upon public utilities and the public street system, and submit these findings as soon as possible to the Planning and Zoning Commission.
- C. The Zoning Administrator shall also forward a copy of the site plan to each member of the Planning and Zoning Commission. The Planning and Zoning Commission shall, after receiving the report of the engineer and the Zoning Administrator, review the site plan for conformity with the regulations and standards contained herein, and may confer with the developer on changes deemed advisable in such site plan. Persons or agents submitting a site

plan shall personally appear before the Zoning Commission upon notice from the Zoning Commission when said site plan is to be considered by it.

- D. The Planning and Zoning Commission shall forward its recommendation either for approval or disapproval of the site plan to the Council within forty-five (45) days of the date of the submissions of the said site plan. If the Commission does not act within forty-five (45) days, the site plan shall be deemed to be approved by the Commission unless the developer agrees to an extension of time.
- E. The Commission may, in its discretion, hold a public hearing on the site plan of the proposed development and prescribe the notice thereof and to whom such notice shall be given.
- F. The Council shall, upon receipt of the recommendation of the Planning and Zoning Commission, place said recommendation upon the next Council agenda for discussion, and within thirty-five (35) days thereafter shall either approve or disapprove the site plan of the proposed development. Persons or agents shall personally appear before the Council upon notice from the Council when said site plan is scheduled for action by the Council. If said owner or agent fails to appear as scheduled, the Council shall take no action on said site plan.
- G. No building permit or certificate of zoning compliance for any structure within any district within which a site plan is required shall be issued until the site plan has been approved as provided herein.
- H. Upon final action by the Planning and Zoning Commission on any site plan, a copy of said site plan with the action of the Planning and Zoning Commission noted thereon and signed by the Chairperson of the Commission shall be filed with the Clerk.
- I. If the Zoning Administrator finds that any construction or proposed construction or occupancy of a development on a tract of land for which a site plan has been approved will not substantially comply with the site plan as approved, or if the Zoning Administrator finds that the construction and development of the tract is not being carried out in accordance with the development schedule filed with the site plan, the Zoning Administrator shall suspend all building permits for the development and order all construction stopped until such time as the owner of the project, or said owner's successor in interest, shall have provided the Zoning Administrator

with proof satisfactory to the Zoning Administrator that the site plan will be complied with. The Zoning Administrator shall not issue a certificate of zoning compliance for any structure within the development while the building permit for the development has been suspended pursuant to this section. Any person aggrieved by any decision or action of the Zoning Administrator under this section may appeal such action of decision to the Board of Adjustment.

- J. If the owner or developer of a tract of land for which a site plan has been approved determines that an extension of time is necessary or that a modification of the site plan would provide for a more appropriate or more practicable development of the site, said owner or developer may apply for an amendment of the site plan. The Planning and Zoning Commission may grant an extension of time or a modification of a previously approved site plan if it determines that such modification of the site plan would provide for a more appropriate development of the site.
2. Short Form Site Plan. Whenever a person shall place any temporary business structure said person shall cause to be prepared a short form site plan as otherwise required by this subsection. Temporary business structures are otherwise exempt for the site plan process except as required by this subsection.
 - A. An applicant shall submit the correct legal description, boundary dimensions, and the identity of the present record owner of the property along with all of the following:
 - (1) Existing and proposed dimensions of all site improvements and setbacks for property lines;
 - (2) A clear written description of the existing and proposed use of the property;
 - (3) Parking layout (including stall dimensions, aisle widths, driveway widths and locations), sidewalk layout, and pedestrian flow;
 - (4) A description of any screening and landscaping;
 - (5) Existing and proposed utilities and easements, including any sanitary in-store sewers; and
 - (6) Nearest fire hydrant.

- B. A person submitting a short form site plan need not submit the short form site plan to a separate engineer for certification. Nonetheless, the short form site plan is subject to review by the Zoning Administrator and the City Engineer upon the sole discretion of the Zoning Administrator.
 - C. The short form site plan shall be submitted to the Zoning Administrator for review and may be referred upon the sole discretion of the Zoning Administrator and City Engineer for review and comment. The Zoning Administrator (and the City Engineer if involved) shall have the authority pursuant to Grimes Municipal Code Section 165.38(1)(C-J) to approve, reject, or modify the site plan. In the sole discretion of the Zoning Administrator, a short form site plan may be referred to the Planning and Zoning Commission for approval pursuant to Section 165.38(1)(C-J) and approved, rejected, or modified accordingly.
- 3. Site Plan Review. In reviewing a proposed site plan, the Council and the Planning and Zoning Commission shall consider the location of the buildings on the site with respect to vehicular and pedestrian traffic to and from the buildings, traffic between the site and abutting streets, suitable layout and adequate provisions for off-street parking and loading, with due consideration given to the provision of traffic islands, pedestrian ways and landscaping within the parking area, provision for necessary screening between adjacent properties and the site, location and display of traffic signs to promote traffic patterns, location and display of business signs so as not to distract or confuse motorists and location and display of outdoor advertising so as to provide adequate visibility within the site during hours of night operation but not to have adverse effect on surrounding properties.
- 4. Site Plan Requirements. All site plans shall be drawn at a scale not less than 1" = 50'. Five (5) copies of the site plan shall be submitted to the Zoning Administrator along with an electronic version in PDF (portable document format). The purpose of the site plan is all information needed to enable the Zoning Administrator, City Engineer, Planning and Zoning Commission and the Council to determine if the proposed development meets the requirements of this chapter.
- 5. Information Required. The site plan required shall include the following information concerning the proposed development.
 - A. Names of all persons having an interest in the property, legal description of property, point of compass, scale and date.

- B. Applicant's name, planned land use and present zoning.
 - C. If the applicant is other than the legal owner, the applicant's interest shall be stated.
 - D. Name and address of person who prepared the site plan.
6. Required Illustrations. The site plan shall clearly set forth the following information concerning the proposed development.
- A. Property boundary lines, dimensions and total area of the proposed development.
 - B. Contour lines of the proposed development at intervals of not more than two (2) feet provided, however, that a minimum of two (2) contours shall be shown on any plat. If substantial topographic change is proposed, the existing topography of the development and of the surrounding area shall be illustrated on a separate map, and the proposed finished topography shown on the site plan.
 - C. The availability, location, size and capacity of existing utilities, and of proposed utilities.
 - D. The proposed location, size, height, shape, use and architectural theme of all buildings or structures, including signs, in the proposed development.
 - E. The total square footage of building floor area, both individually and collectively in the proposed development.
 - F. Existing buildings, right-of-way, street improvements, railroads, easements, drainage courses, streams and wooded areas.
 - G. Location, number, dimensions and design of off-street parking in the proposed development, including:
 - (1) Driveways, islands and planters;
 - (2) Striping and safety curbs;
 - (3) Loading facilities;

(4) Type and location of lighting; and

(5) Surface treatment.

- H. Open spaces, yards, recreational areas, walkways, driveways, outside lighting, walls, fences, monuments, statues, signs and other manmade features to be used in the landscape of the proposed development.
 - I. Facilities for the collection and disposal of garbage and trash.
 - J. Location and type of all plants, grass and trees to be used in the landscape of the proposed development. Landscaping to be used for screening purposes shall be illustrated in elevation as well as plan, with the approximate size and name of plants, shrubs or trees to be planted clearly indicated.
 - K. Location of entrances and exits from the proposed development onto public streets, and interior drives and proposed sidewalks in the development.
 - L. Proposed drainage facilities and provisions for flood control, if applicable.
 - M. The location, height and area of all signs (directional signs, identification signs, or temporary signs) in the proposed development.
7. Expiration of Approval. All site plan approvals except as provided herein, shall expire and terminate three hundred sixty-five (365) days after the date of Council approval unless a building permit has been issued for the construction provided for in the site plan. The Council may, upon written request by the developer, extend the time for the issuance of a building permit for sixty (60) days. In the event the building permit for the construction provided for in the site plan expires or is canceled, then such site plan approval shall thereupon terminate. Notwithstanding the foregoing, the Council may establish a different time period required for issuance of a building permit as a condition of site plan approval for the following uses:
- A. Publicly owned parks, playgrounds, golf course and recreation areas;
 - B. Public schools;
 - C. Public water supply and sewage treatment facilities; and

D. Electrical and natural gas treatment and regulating facilities.

8. Filing Fees. Before any action shall be taken as provided in this section, the person filing a site plan or said person's agent shall pay to the Development Services Department a filing fee to cover costs of the procedure. Under no conditions shall said fee or any part thereof be refunded for failure of said site plan to be approved. The amount of the fee shall be determined in accordance with the City fee schedule as adopted by resolution from time to time by City Council. All additional costs incurred by the City for review of site plans by the City Engineer and/or City Attorney shall be reimbursed to the City in full amount by the person who filed the site plan or by said person's agent.

12-17-2 CERIFICATE. No land shall be occupied or used, and no building hereafter erected or structurally altered shall be occupied or used in whole or in part for any purpose whatsoever, until a certificate is issued by the Zoning Administrator, stating that the building and use comply with the provisions of this chapter. No change of use shall be made in any building or part thereof, now or hereafter erected or structurally altered, without a permit being issued therefore by the Zoning Administrator. No permit shall be issued to make a change unless the changes are in conformity with the provisions of this chapter. Nothing in this section shall prevent the continuance of a nonconforming use as hereinbefore authorized, unless a discontinuance is necessary for the safety of life or property. Applications for Certificate of Zoning Compliance shall be applied for coincidentally with the application for the zoning/building permit and shall be issued within ten (10) days after the lawful erection or alteration of the building is completed. A record of all certificates shall be kept on file in the office of the Zoning Administrator, and copies shall be furnished on request to any person having a proprietary or tenancy interest in the building affected. No permit for excavation for, or the erection or alteration of any building shall be issued before the application has been made for a Certificate of Zoning Compliance, and no building or premises shall be occupied until that Certificate is issued. A temporary Certificate of Zoning Compliance may be issued by the Zoning Administrator for a period not exceeding six (6) months during alterations for partial occupancy of a building pending its completion, provided that such temporary certificate may include such conditions and safeguards as will protect the safety of the occupants and the public. A Certificate of Zoning Compliance shall be required of all nonconforming uses.

12-17-3 Plats. Each application for a Certificate of Zoning Compliance shall be accompanied by a plat in duplicate drawn to scale, showing the actual dimensions of the lot to be built upon, the size, shape and location of the building to be erected and such other information as may be necessary to provide for the enforcement of this chapter. A record of application and plats shall be kept in the office of the Zoning Administrator.

12-18 Historical Designations

12-18-1 Historical Designations. The building located at 212 SE Main Street which was formerly the Grimes Opera House shall be designated as a local landmark. The building shall be so designated due to its significance in local history, its architectural integrity, its location and setting, and uniqueness of character.

12-19 Exceptions and Modifications

12-19-1 Exceptions and Modifications. The regulations specified in this chapter shall be subject to the following exceptions, modifications and interpretations:

1. Use of Existing Lots of Record. In any district where dwellings are permitted, a single-family dwelling may be located on any lot or plot of official record as of the effective date of this chapter irrespective of its area or width; provided, however:
 - A. The sum of the side yard widths of any such lot or plot shall not be less than thirty percent (30%) of the width of the lot, but in no case less than ten percent (10%) of the width of the lot for any one side yard.
 - B. The depth of the rear yard of any such lot need not exceed twenty percent (20%) of the depth of the lot, but in no case less than twenty (20) feet.
2. Structures Permitted Above the Height Limit. The building height limitations of this chapter shall be modified as follows:
 - A. Chimneys, cooling towers, utility poles, elevator bulk-heads, fire towers, monuments, stage towers or scenery lofts, water tanks, churches, ornamental towers and spires, transmission and receiving towers or necessary mechanical appurtenances may be erected to a height in accordance with existing or hereafter adopted ordinances of the City.
3. Water and Sewerage Requirements. In any district, except A-1 District, in which residences are permitted and where neither public water supply nor public sanitary sewer is available, the minimum lot area and frontage requirements shall be as follows:
 - A. Lot area – twenty thousand (20,000) square feet; lot width at building line – one hundred (100) feet; provided, however, that where a public water supply system is available these requirements shall be fifteen thousand (15,000) square feet, and one hundred (100) feet, respectively.

- B. The above requirements shall not apply in subdivision developments providing private water supply and sewage collections and disposal systems which have been approved by the Iowa Department of Natural Resources.
 - C. In all districts where a proposed building, structure or use will involve the use of sewage facilities, and public sewer and/or water is not available, the sewage disposal system and domestic water supply shall comply with all of the requirements and standards of the Polk County Board of Health.
- 4. Double Frontage Lots. Buildings on through lots extending through from street to street shall provide the required front yard on both sides.
 - 5. Other Exceptions to Yard Requirements. Every part of a required yard shall be open to the sky, unobstructed with any building or structure, except for a permitted accessory building in a rear yard, and for the ordinary projections of sills, belt courses, cornices, ornamental features and roof overhang, projecting not to exceed twenty-four (24) inches, and except for yard recreational and laundry drying equipment, arbors and trellises, flagpoles, yard lights and similar decorative items.
 - 6. Mixed-Use Yard Requirements. In instances where buildings are erected containing two (2) or more uses housed vertically, the required side yards for the first floor use shall control.
 - 7. Visibility at Intersections in Residential Districts. On a corner lot in any residential district, nothing shall be erected, placed, planted, or allowed to grow in such a manner as materially to impede vision between a height of two and one-half (2 ½) feet and ten (10) feet above the centerline grades of the intersecting streets in the area bounded by the right-of-way lines of such corner lots and a line joining points on said right-of-way lines forty (40) feet from their point of intersection.

ORDINANCE 756

AN ORDINANCE AMENDING THE GRIMES CODE OF ORDINANCES CHAPTER 165 REGARDING FORMAT AND FEES

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

SECTION 1. Purpose. The purpose of this Ordinance is to amend Grimes Code of Ordinance Chapter 165, 165A, and 165B by reformatting the regulations into a Title, Chapter, and Section format and removing fees.

SECTION 2. Amendment. The Grimes Code of Ordinance is amended by reformatting the zoning regulations Chapter 165, 165A, and 165B into a Title, Chapter and Section format.

SECTION 3. Amendment. The Grimes Code of Ordinance is amended by removing fees within the zoning regulations Chapter 165, 165A, and 165B.

SECTION 4. Amendment. The Grimes Code of Ordinance is amended by correcting grammatical and spelling errors within Chapter 165, 165A, and 165B.

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