

1. Agenda

Documents:

[121421 CC AGENDA3.PDF](#)

2. Meeting Materials

Documents:

[121421 CC PACKET3.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 December 14, 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/3787305851>

Meeting ID: 378 730 5851

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 DECEMBER 14, 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 12-0721 Approving Quotes and Bills Over \$10,000 According to the Grimes

- Purchasing and Procurement Policy
- C. Resolution 12-0121 Adopting the Fee Schedules
 - D. Resolution 12-0221 Approving Grimes Public Purpose Policy
 - E. Resolution 12-0321 Approving Reappointment of City Officials
 - F. Resolution 12-1021 Consent and Agreement for Improvements Lot 14 of Heritage at Grimes Plat 7 – 1201 NE 22nd Street
 - G. Alcohol License Renewal: Mustang Grill- Class E Liquor license, Outdoor Service and Sunday Sales
 - H. Resolution 12-1121 Permanent Easement for Sanitary Sewer Right-Of-Way Between Dallas Center Grimes Community School District and the City of Grimes
 - I. Resolution 12-1221 Accepting Public Improvements – Willow Hills Plat 1
 - J. Resolution 12-1321 Accepting Public Improvements – Hope Commercial Plat 2
 - K. Resolution 12-1421 Approving Offer to Purchase and Agreement – WRA, Diligent Urban Hills
 - L. Resolution 12-1521 To Approve the Opioid Settlement Including Authorization to Sign Settlement Documents
 - M. Resolution 12-1921 Adopting the Strategic Plan
 - N. Resolution 12-2021 Permitting Employee Flexible Spending Account (FSA) Plan Participants to Defer Higher Limit of Wages for 2021 Plan Year Only
 - O. Resolution 12-2521 Approving Flexible Spending Accounts Plan Administration With Two Rivers Insurance Company, Inc., D/B/A Employee Benefit Systems (“EBS”) and Opening Bank Account to Effectuate
 - P. Resolution 12-2421 Approving Personnel Transactions
 - Q. Resolution 12-2621 Updating the Fire Department Funding Formula
 - R. Resolution 12-1821 Approving 28E Intergovernmental Agreement Between the City of Johnston and The City of Grimes for the NW 100th Street Reconstruction Project
 - S. Resolution 12-0921 Authorizing the City Clerk to Sign Redistricting Papers for the Secretary of State
 - T. Professional Payments:
 - 1. I&S Group, Inc for the City of Grimes Hwy 44 Trail Action Plan \$708.30
 - 2. I&S Group for the Grimes Water Works Park Improvements \$26,526.00
 - 3. Allender Butzke Engineers Inc. for Grimes RO Water Treatment Plant Testing \$874.70
 - 4. Pay Request #36 to Veenstra 7 Kimm, Inc for the WRA Connector \$10,413.05
 - 5. Pay Request #6 to Nilles Associates, Inc for the KennyBrook South Detention Basin Improvements \$15,477.50
 - 6. Pay Request #2 to Nilles Associates, Inc for the Annual Stormwater Silkwood Area Drainage Improvements \$33,480.00
 - 7. Pay Request #1 to Nilles Associates, Inc for Outlet Repairs-Crossings Townhomes and Lot J Beaverbrooke West Plat 8 \$5,845.00
 - 8. Pay Request #3 to McClure Engineering Company for the Grimes Water Main Improvements ASR to Standpipe \$12,803.08
 - 9. Pay Requests #13 to HR Green, Inc for Pavement Management Study \$904.50
 - U. Pay Requests:
 - 1. Pay Request #2 Synergy Contracting, LLC for the SE Jacob Street Water Main \$195,653.17
 - 2. Pay Request #3 to Concrete Technologies, Inc for the North Sports Complex Parking Lot Improvements \$299,128.36
 - 3. Pay Request #24 to Shank Constructors, Inc for Reverse Osmosis Water Treatment Plant Phase 1 \$149,369.45

4. Pay Request #3 to RD McKinney Plumbing and Excavating, Inc for the Grimes Water Main Improvements (ASR to Standpipe) \$47,776.87
 5. Pay Request #8 to On Track Construction, LLC for Northwest Territory Lift Station and Force Main \$55,647.92
 6. Pay Request #2 to On Track Construction, LLC for Annual Stormwater – Silkwood Area Drainage Improvements \$70,350.21
 7. Pay Request #5 Absolute Concrete for County Line Road Intersection Improvements \$43,499.07
- V. Change Orders
1. Change Order #2 Synergy Contracting, LLC for SE Jacob Street Water Main deducting \$8,827.30
 2. Change Order #3 Concrete Technologies for North Sports Parking Lot Improvements increasing contract \$1,089.00
 3. Change Order #2 RD McKinney Plumbing and Excavating, Inc for the Grimes Water Main Improvements (ASR to Standpipe) increasing contract \$34,583.04
- W. Professional Services Agreements
1. Third Amendment to Agreement for Professional Services for WRA Connector Amendment between City of Grimes and Veenstra & Kimm, Inc
 2. Fourth Amendment to Agreement for Professional Services for Northwest Territory Lift Station and Forced Main Project Phase 3 – Construction Engineering Services Additional Engineering Services – Veenstra & Kimm
 3. Resolution 12-3321 To Enter Into A Contract For Professional Services Between the City of Grimes and Confluence For Consulting Services For A Park Project
- X. Resolution 12-2421 Approving Offer to Purchase and Agreement – WRA Blum Property
- Y. Resolution 12-0821 Ordering Construction of the WRA Grimes Connector – Contract 4, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor
- Z. Finance Report
- AA. Claims Report
- BB. Filing and Receiving of Correspondence
- CC. Grimes Industrial Zoning Change and Development Agreement

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. Annexing Moratorium Agreement, Boundary Annexation Agreement with Urbandale
 1. Public Hearing on Boundary Annexation Agreement with Urbandale
 2. Resolution 12-0521 Authorizing Entering into A Boundary Adjustment Annexation Moratorium Agreement with the City of Urbandale
- B. Resolution 12-0621 Authorizing Entering into A 28E Agreement with Urbandale Regarding Sanitary Sewer Project Coordination and Connection
- C. Public Hearing and Award of Contract for the Construction of the WRA Grimes Connector – Contract 1

1. Public Hearing on the Construction of the WRA Grimes Connector Contract 1
2. Resolution 12-2721 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the WRA Grimes Connector – Contract 1
3. Resolution 12-2921 Making Award of Construction Contract for the WRA Grimes Connector Contract 1
4. Resolution 12-3021 Authorizing Construction Contract and Bond for the WRA Grimes Connector – Contract 1
- D. Resolution 12-1621 Entering Into A 28E Agreement With USSD and Waukee Regarding WRA Grimes Collector Sanitary Sewer Project
- E. Public Hearing and Award of Contract for New Grimes Public Library
 1. Public Hearing on Contracts for the New Grimes Public Library
 2. Resolution 12-1721 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the New Grimes Public Library
 3. Resolution 12-3121 Making Award Of Construction Contract For The New Grimes Public Library
 4. Resolution 12-3221 Authorizing Construction Contract and Bond For The Grimes Public Library
- F. Third Reading of Ordinance 756 to Consider Amending Provisions of the Zoning Ordinance of the City of Grimes, Iowa Regarding Format and Fees
- G. Public Hearing and Action on the Grimes City Code
 1. Public Hearing on Updates to the Grimes City Code
 2. First Reading of Ordinance 758 Updated to the Grimes City Code
- H. Public Hearing and First Reading of Ordinance 757 Amending Chapter 6 Part B Entitled “Election Precinct Boundaries Based Upon the 2020 Census”
 1. Public Hearing on Ordinance 757
 2. First Reading of Ordinance 757 Amending Chapter 6 Part B Entitled “Election Precinct boundaries Based Upon the 2020 Census
 3. Resolution 12-2121 Approving the Amended Memorandum of Agreement between City of Grimes and Dallas County for Redistricting
 4. Resolution 12-2221 Approving a Memorandum of Agreement Between the City of Grimes and Polk County for Redistricting
 5. Resolution 12-2321 Approving a Memorandum of Agreement Between the City of Grimes and Polk County Jefferson Township
- I. Freddy’s and Panera Preliminary Plat
- J. Freddy’s and Panera Site Plan
- K. Mayor Report
 1. Recognition of Madonna Hughes
- L. Oath of Offices
 1. Oath of Office to Mayor Mikkelsen
 2. Oath of Office to Council Members: David Gisch, Ryan Burger and Laurie DePhillips

ADJOURNMENT

Grimes City Council Agenda

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

Mission Statement

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

Mayor | Scott Mikkelsen

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

Grimes City Council Meeting December 14, 2021 In Person/Zoom at Grimes Community Center, 410 SE Main Street

Join Zoom Meeting

<https://us06web.zoom.us/j/86043416177>

Meeting ID: 860 4341 6177

AGENDA ITEMS FOR DECEMBER 14, 2021 AT 4:30 PM AT GRIMES COMMUNITY COMPLEX

1. Call to Order
2. Approval of the Agenda
3. Resolution 12-2821 providing for Closed Session ref 21.5 1 (i) To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual request a closed session.
4. Rise from Closed Session
5. Reconvene Open Session
6. Open Session – cont. – Regular Council Meeting

CITY COUNCIL MEETING
Tuesday, November 23, 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 November 23, 2021 at 5:37 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, Jill Altringer, David Gisch, Andrew Borcharding, Ryan Burger

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.

Moved by Johansen, Second by Gisch, to approve the agenda with addition of the Mayor's Report to follow Item G. on the Public and Council Agenda.

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

CONSENT AGENDA

A. Minutes from Previous Meeting B. Resolution 11-1721 Approving Quotes and Bills Over \$10,000 According to the Grimes Purchasing and Procurement Policy C. Receiving and Filing of Correspondence and Reports D. Resolution 11-1821 Consent and Agreement for Improvements for Lot 65 of Beaverbrooke Pointe Plat 3 – 1408 NE Heritage Drive E. Approving the Code of Iowa Section 403.19 Tax Increment Financing (TIF) Indebtedness Certification to the Polk County Auditor F. Resolution 11-2121 Granting Authority to Mayor to Enter into Lease Agreement for Jazzercise at the Grimes Community Center G. Alcohol License Renewal 1. Stevie C – Class C Liquor License with Catering, Outdoor Service and Sunday Sales 2. Uptown Bar & Grill – Class C Liquor License with Catering and Sunday Sales. H. Resolution 11-2021 Offer to Purchase and Agreement Phyllis R. Wise Revocable Trust and Phyllis R Wise and Mark A Peitzman Trustees I. Resolution 11-2521 Approving Offer to Purchase and Agreement – Dickey J. Resolution 11-2621 Accepting Easements – in Pepperwood Glen Housing Development Located Within Kennybrook Plat 1, Lot 26 K. Resolution 11-2221 Amending Address of Lot 2, Prairie Business Park Plat 2 L. Resolution 11-2321 Amending Street Name Within Prairie Business Park Plat 1 and Prairie Business Park Plat 2 M. Amendment No. 4 to the Agreement for Engineering Services with McClure Engineering Co. for Reverse Osmosis Water Treatment Plant – Phase 1 N. Professional Services Payments: 1. Pay Request #7 to MSA Professional Services, Inc - SE Jacob Street and SE Trail Ridge Road Water Main Design and Bidding Services \$22,418.30 2. Pay Request #6 to MSA Professional Services, Inc - North Sports Complex Parking Lot Improvements \$9,241.10 3. Pay Request #24 McClure Engineering Company - Reverse Osmosis Water Treatment Plant – Phase 1 \$38,931.25 4. Pay Request #23 to McClure engineering Company – New 1.5 MG Elevated Storage Tower – Construction Phase \$718.86 5. Pay Request #12 to McClure Engineering Company – Water System Study \$774.00 O. Finance Report P. Claims Report: \$1,204,807.62 Motion by Altringer, Seconded by Borcharding, to approve the Consent Agenda.
Roll Call: Ayes: All Nays: None Motion passes 5 - 0

PUBLIC FORUM – No one addressed the Council.

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.

Motion by Altringer, Second by Borcharding, to Adopt 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.

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

Motion by Altringer, Seconded by Gisch, to approve the Second Reading of Ordinance 756 to consider amending provisions of the zoning ordinance of the City of Grimes, Iowa Regarding format and fees

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

E. Hope Plaza 2 Site Plan

Development Services Director Alex Pfaltzgraff advised the Council that this property is located within the R-4 Zoning District, Heritage PUD, and Zone 1 of the Highway 141 Mixed Use Development Corridor District. Pfaltzgraff said the applicant is requesting approval of the site plan for a 21,238 retail and restaurant multi-tenant building located at 825 NE Gateway Drive. Pfaltzgraff stated that Planning and Zoning has reviewed the proposal and recommends approval along with staff.

Motion by Altringer, Second by Borcharding, to approve the Hope Plaza 2 Site Plan.

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

F. Prairie Business Park 2 Site Plan Amendment

Pfaltzgraff stated that the site plan for Prairie Business Park Plat 2 was previously approved in 2017. Pfaltzgraff said the applicant is requesting approval of a site plan amendment, which will reduce the building width from 302' to 262', which will increase the spacing between the loading dock areas. Pfaltzgraff stated the proposed building is planned to be 262,000 square feet, which is reduced from the previously approved 302,000 sf building. Pfaltzgraff noted this site is not located within an overlay district.

Motion by Altringer, Second by Borcharding, to approve the Prairie Business Park 2 Site Plan Amendment.

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

G. Shine Shop Site Plan

Development Services Director Pfaltzgraff stated that the applicant is requesting approval of the site plan for a 4,633 square foot car wash located at 301 NE Cypress Drive. Pfaltzgraff added that the property is located within the C-2 Zoning District and is within the Transportation Corridor Mixed Use Development Overlay District. Pfaltzgraff said Planning and Zoning has reviewed the plans and recommends approval along with staff.

Motion by Altringer, Seconded by Borcharding, to approve the Shine Shop Site Plan.

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

H. Mayor's Report

Mayor Mikkelsen wanted to take the opportunity to thank Council Member Jill Altringer for her service to the City of Grimes. He noted that she was first elected to the Council in 2006 and her first Council

meeting was January 10, 2006. Mayor Mikkelsen stated that the population of Grimes in 2006 was 7,013 and the 2020 census states the population is 15,392. He added that during that time there were 312 regular Council meetings and that 208 Ordinances had been passed along with 117 final plats. Mayor Mikkelsen stated that during this timeframe approximately 2,500 single family homes and 1,500 townhomes and multifamily units have been constructed. Mayor Mikkelsen thanked her for her commitment and service to the residents of Grimes. Fellow Council Members thanked her for her years of service, friendship and her mentoring to members of the Council over the years. Council Person Altringer thanked all the Council Members, Mayors and supervisors she had the honor of servicing with during her time on Council. She thanked her family for supporting her during her time on Council.

ADJOURN

Motion by Altringer, Seconded by Johansen, to adjourn the meeting at 6:10 p.m.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

GRIMES RESOLUTION 12-0721

**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 14th Day of December, 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

CITY OF JOHNSTON ACCOUNTS RECEIVABLE INVOICE

6221 MERLE HAY ROAD
PO BOX 410
JOHNSTON, IA 50131-1226
PHONE (515) 278-2344

CITY OF GRIMES
101 N HARVEY STREET
GRIMES IA 50111

CUSTOMER#: 10-102
INVOICE#: 202110201955
INVOICE DATE: 10/20/2021
DUE DATE : 11/19/2021
P.O. # :

----- CHARGE DETAIL -----

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	7.22
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	101.42
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	152.33
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	210.74
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	1,634.37
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	91.73
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	574.50
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	886.31
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	28.26
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	68.96

CONTINUED ON NEXT PAGE

CITY OF JOHNSTON ACCOUNTS RECEIVABLE INVOICE

6221 MERLE HAY ROAD
PO BOX 410
JOHNSTON, IA 50131-1226
PHONE (515) 278-2344

CITY OF GRIMES
101 N HARVEY STREET
GRIMES IA 50111

CUSTOMER#: 10-102
INVOICE#: 202110201955
INVOICE DATE: 10/20/2021
DUE DATE : 11/19/2021
P.O. # :

----- CHARGE DETAIL -----

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	2,044.15
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	6,030.11
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	2,260.48
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	31.87
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	1,578.56
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	254.76
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	7.23
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	101.41
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	152.34
JUN-SEP 2021 SUPPLIES REIMB	0.00	1	0.00	215.43

CONTINUED ON NEXT PAGE

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
1284	12/01/2021	\$10,000.00	12/31/2021	Net 30	

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

BALANCE DUE

\$10,000.00

mmh

Purchase Order

PO Number: **9758**

Grimes Public Library

200 N James St.; Grimes, IA 50111

Date:	12-1-21
Pay To:	Christensen Development
Invoice:	1284
Total Amount:	\$ 10,000.00

DEC - 3 2021

Account Number	Account Name	Amount	Description
002-410-6230	Training/ Mtg/Conf		
002-410-6310	Building Maint.		
002-410-6320	Grounds Maint.		P A I D
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.	10,000.00	Consulting



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of December 14, 2021

AGENDA HEADING: Capital Purchase of Two Lifepak 15 Heart Monitors

SYNOPSIS: The Fire Department has two older versions of Heart Monitors that are no longer supported by the manufacturer. Because the company knew this would create a hardship on many agencies, they have a 50% off sale going on through the end of the year. This purchase was brought up at the Fire Board meeting on November 9th, and the Fire Chief was instructed to make the purchases while they are 50% off. Because we are purchasing directly from the manufacturer there is not the customary 3 bids as only the manufacturer is offering the discount on new units. This is a vital piece of equipment that is carried on the ambulances and first out fire engines to monitor the vitals of every patient and to shock patients who are having a heart attack and even act as an external pacemaker for those that would need it.

FISCAL IMPACT: The combined cost of the two units is \$42,544.92.

PREVIOUS COUNCIL ACTION(S): None

BOARD/COMMISSION ACTION(S): At the November 9, 2021, Fire Board Meeting the Fire Board approved the purchase.

STAFF/COMMITTEE RECOMMENDATION: Staff recommends council approval resolution approving the purchase of two new Lifepak 15 Heart Monitors.



JOHNSTON FIRE DEPT-GRIMES "2" LP-15v2 Trade for "2" LP-15v4 for PROMO

Quote Number: 10457800

Remit to: Stryker Medical

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: JOHNSTON FIRE DEPT

Rep: Ali Rood

Attn: Jim Clark

Email: alison.rood@stryker.com

jclark@cityofgrimes.com

Phone Number: (515) 669-8586

(515) 276-5182

Quote Date: 11/22/2021

Expiration Date: 12/31/2021

Delivery Address

End User - Shipping - Billing

Bill To Account

Name: JOHNSTON FIRE DEPT

Name: JOHNSTON FIRE DEPT

Name: CITY OF GRIMES

Account #: 1243808

Account #: 1243808

Account #: 1324444

Address: 6373 MERLE HAY RD

Address: 6373 MERLE HAY RD

Address: 101 NE HARVEY ST

JOHNSTON

JOHNSTON

GRIMES

Iowa 50131

Iowa 50131

Iowa 50111

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	2	\$18,401.73	\$36,803.46
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	2	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4	\$247.49	\$989.96
4.0	11140-000098	LP15 AC Power Adapter (power cord not included)	2	\$861.72	\$1,723.44
5.0	11140-000015	AC power cord	2	\$41.58	\$83.16
6.0	11140-000080	Extension Cable (5ft 3 in)	2	\$160.32	\$320.64
7.0	11171-000082	Masimo™;RC Patient Cable - EMS, 4 FT.	2	\$125.25	\$250.50
8.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	\$320.64	\$641.28
9.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	2	\$36.57	\$73.14
10.0	11160-000011	NIBP Cuff-Reusable, Infant	2	\$11.52	\$23.04
11.0	11160-000013	NIBP Cuff-Reusable, Child	2	\$13.03	\$26.06
12.0	11160-000017	NIBP Cuff -Reusable, Large Adult	2	\$18.04	\$36.08
13.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	2	\$25.55	\$51.10



**JOHNSTON FIRE DEPT-GRIMES "2" LP-15v2
Trade for "2" LP-15v4 for PROMO**

Quote Number: 10457800

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: JOHNSTON FIRE DEPT

Rep: Ali Rood

Attn: Jim Clark

Email: alison.rood@stryker.com

jclark@cityofgrimes.com

Phone Number: (515) 669-8586

(515) 276-5182

Quote Date: 11/22/2021

Expiration Date: 12/31/2021

#	Product	Description	Qty	Sell Price	Total
14.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2	\$168.84	\$337.68
15.0	11220-000028	LIFEPAK 15 Carry case top pouch	2	\$30.56	\$61.12
16.0	11260-000039	LIFEPAK 15 Carry case back pouch	2	\$43.59	\$87.18
17.0	21996-000109	Titan III WiFi Gateway	2	\$518.54	\$1,037.08
Equipment Total:					\$42,544.92

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$42,544.92

Prices: In effect for 90 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

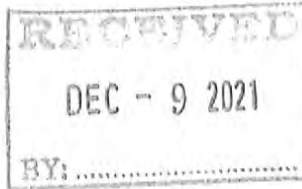
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

Grimes Chamber & Economic Development

404 SE 2nd Street
Suite 200
Grimes, IA 50111

Invoice

Date	Invoice #
12/9/2021	900

**Bill To**

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

Item	Description	Amount
Economic Development (...)	Economic Development Standard Allocation (October, November, December 2021) <i>COI-520-6413</i> <i>PAID</i> <i>mm</i>	23,933.76
Total		\$23,933.76
Balance Due		\$23,933.76

(515) 986-5770

www.grimesiowa.com



I & S Group, Inc.
115 E. Hickory St. Suite 300
Mankato, MN 56001
507-387-6651
www.ISGInc.com

City of Grimes, IA
EMAIL
410 SE Main St, Suite 102
Grimes, IA 50111

Invoice Number 77408
Date 11/30/2021

**Project 21-25768 Grimes Water
Works Park Improvements - Grimes,
IA**

Progress billing for professional services provided through date of invoice

Meetings, emails and phone calls with City

Description	Contract Amount	Prior Billed	Current Billed
Survey	\$9,300.00	\$9,300.00	
Geotechnical Coordination	\$3,500.00	\$3,500.00	
Design Development	\$57,500.00	\$2,200.00	\$24,678.00
Construction Documents	\$135,000.00		\$1,848.00
Bidding	\$6,300.00		
Reimbursables			
	\$211,600.00	\$15,000.00	\$26,526.00

Invoice Amount **\$26,526.00**

Payment Terms: Net 30 days from invoice date. Thank you.
Past due balances are subject to late fees in the amount of 1.5% per month.

If you have a question regarding your invoice, please e-mail ar@ISGInc.com



CITY OF GRIMES ALCHOLIC BEVERAGE LICENSE STAFF APPROVAL FORM

Establishment Name: _____

Establishment Address: _____

License Class: A ☐ B ☐ C ☐ E ☐ (All that apply)

Privileges: Outdoor Service ☐ Sunday Sales ☐ Catering ☐ (All that apply)

New ☐ Renewal ☐

Fire Department Approval

Fire Inspection Date: _____

Approval: Yes ☐ No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Building Department Approval

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

INVISION

PLANNING | ARCHITECTURE | INTERIORS

PO BOX 1800, WATERLOO, IA 50704-1800

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

Invoice number 1032689
Date 11/30/2021

Project 19073 CITY OF GRIMES PUBLIC
LIBRARY

email to invoice: heid@grimeslibrary.org; karalee@grimeslibrary.org

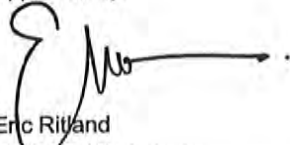
Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Schematic Design	120,046.00	100.00	120,046.00	120,046.00	0.00
Design Development	120,046.00	100.00	120,046.00	120,046.00	0.00
Construction Documents	180,069.00	100.00	180,069.00	180,069.00	0.00
Bidding/Negotiations	30,011.50	75.00	0.00	22,508.63	22,508.63
Construction Administration	150,057.50	0.00	0.00	0.00	0.00
Total	600,230.00	73.75	420,161.00	442,669.63	22,508.63

Invoice total **22,508.63**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1032689	11/30/2021	22,508.63	22,508.63				
	Total	22,508.63	22,508.63	0.00	0.00	0.00	0.00

Approved by:


Eric Ritland
Partner, AIA, EDAC



When you provide a check as payment, you authorize us either to use information from your check to make one-time electronic fund transfer from your account or to process the payment as a check transaction.

Purchase Order

PO Number: **9751**

Grimes Public Library

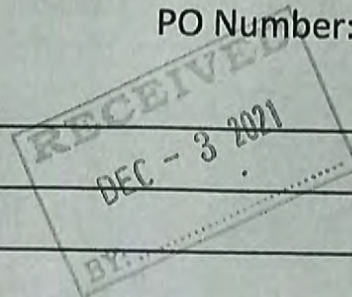
200 N James St.; Grimes, IA 50111

Date: 11-30-21

Pay To: INVISION

Invoice: 1032689

Total Amount: \$ 22508.63



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	22508.63	Bidding/ negotiations Negotiations

PAID

Shade Tree Auto	Shade Tree Auto TIF 1/2 FY22	\$	8,134.00
Hy-Vee	Hy-Vee #1 TIF FY22	\$	20,477.50
TNC LLC	TNC TIF 1/2 FY22	\$	262.00
Total Family Eye Care	Total Family TIF FY22	\$	6,464.50
Iowa Stone Supply	Iowa Stone TIF FY22	\$	14,462.00
Daimler Trucks N America	Daimler TIF FY22	\$	140,429.00
R&R Realty Group	Prairie Bus Pk1 TIF FY22	\$	104,473.00
R&R Realty Group	Prairie Bus Pk2 TIF FY22	\$	141,442.50
BTG Iowa	Hubbell #4 TIF FY22	\$	47,025.00
DSM Industrial Property	TIF 1/2 FY22	\$	54,458.50

First Half TIF Rebate Ageements

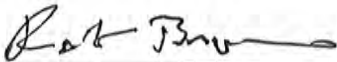
**ABSTRACT OF VOTES
REGULAR CITY & SCHOOL ELECTION
COUNTY OF POLK, STATE OF IOWA**

We, the undersigned members of the Board of Supervisors and Ex-Officio County Board of Canvassers for this county, do hereby certify the following to be a true and correct abstract of the votes cast in this county at the Regular City & School Election held on the 2nd day of November, 2021, as shown by the tally lists returned from the election precincts in the Counties of Polk and Dallas.

CITY OF GRIMES MAYOR 1 – TO BE ELECTED			
Candidates	Polk County	Dallas County	Total
Allen D. May	871 Votes	0 Votes	871 Votes
Scott D. Mikkelsen	1,343 Votes	2 Votes	1,345 Votes
Scattering	8 Votes	0 Votes	8 Votes
TOTAL	2,222 Votes	2 Votes	2,224 Votes
We Therefore Declare: Scott D. Mikkelsen Elected.			

In Testimony Whereof, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors. Done at Des Moines the County Seat of Polk County, this 16th day of November 2021.

Members of the Board of Supervisors and Ex-Officio Polk County Board of Canvassers





Chairperson of the Polk County Board of Supervisors

ATTEST:


Polk County Auditor and Clerk of the Board of Supervisors



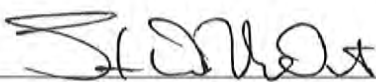
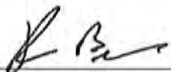
**ABSTRACT OF VOTES
REGULAR CITY & SCHOOL ELECTION
COUNTY OF POLK, STATE OF IOWA**

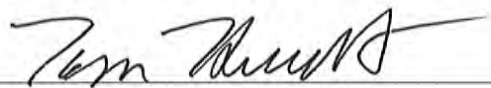
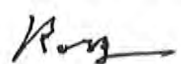
We, the undersigned members of the Board of Supervisors and Ex-Officio County Board of Canvassers for this county, do hereby certify the following to be a true and correct abstract of the votes cast in this county at the Regular City & School Election held on the 2nd day of November, 2021, as shown by the tally lists returned from the election precincts in the Counties of Polk and Dallas.

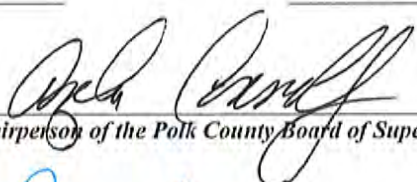
CITY OF GRIMES CITY COUNCIL AT LARGE 3 – TO BE ELECTED			
Candidates	Polk County	Dallas County	Total
David Gisch	1,025 Votes	2 Votes	1,027 Votes
Laurie DePhillips	1,172 Votes	0 Votes	1,172 Votes
Nicholas Darrah	661 Votes	0 Votes	661 Votes
Joseph Herman	910 Votes	2 Votes	912 Votes
Jennifer Parker	774 Votes	0 Votes	774 Votes
Ryan A. Burger	1,041 Votes	2 Votes	1,043 Votes
Scattering	42 Votes	0 Votes	42 Votes
TOTAL	5,625 Votes	6 Votes	5,631 Votes
We Therefore Declare: Laurie DePhillips, Ryan A. Burger, David Gisch Elected.			

In Testimony Whereof, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors. Done at Des Moines the County Seat of Polk County, this 16th day of November 2021.

Members of the Board of Supervisors and Ex-Officio Polk County Board of Canvassers


 Chairperson of the Polk County Board of Supervisors

ATTEST:


 Polk County Auditor and Clerk of the Board of Supervisors



CITY OF GRIMES
REGULAR CITY AND SCHOOL ELECTION
NOVEMBER 2, 2021
CANVASS REPORT

GRIMES MAYOR

VOTE FOR NO MORE THAN ONE

01 = Allen D. May	= 871	39.20 %	04 = OVER VOTES	= 0
02 = Scott D. Mikkelsen	= 1343	60.44 %	05 = UNDER VOTES	= 125
03 = WRITE-IN	= 8	0.36 %		

12300 GRIMES 1
12400 GRIMES 2
12500 GRIMES 3
10000A ABSENTEE

	01	02	03	04	05
	478	660	4	0	36
	257	333	1	0	18
	97	145	2	0	51
	39	205	1	0	20

GRIMES CITY COUNCIL

VOTE FOR NO MORE THAN THREE

01 = David Gisch	= 1025	18.22 %	06 = Ryan A. Burger	= 1041	18.51 %
02 = Laurie DePhillips	= 1172	20.84 %	07 = WRITE-IN	= 42	0.75 %
03 = Nicholas Darrah	= 661	11.75 %	08 = OVER VOTES	= 3	
04 = Joseph Herman	= 910	16.18 %	09 = UNDER VOTES	= 1413	
05 = Jennifer Parker	= 774	13.76 %			

12300 GRIMES 1
12400 GRIMES 2
12500 GRIMES 3
10000A ABSENTEE

	01	02	03	04	05	06	07	08	09
	516	568	355	519	375	558	24	0	619
	271	335	136	271	201	286	11	0	316
	110	144	64	75	87	95	4	0	306
	128	125	106	45	111	102	3	3	172

In Testimony Whereof, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors. Done at Des Moines the County Seat of Polk County, this 9th day of November 2021.

Members of the Board of Supervisors and Ex-Officio Polk County Board of Canvassers

Tom Workenst

Mark Wilby

Greg Whit

Ron Brown

Bob Anderson

Chairperson of the Polk County Board of Supervisors

ATTEST:

Jeanne Fyfe

Polk County Auditor and Clerk of the Board of Supervisors



MEMORANDUM

DATE: December 10, 2021
TO: City Managers, City Clerks, Public Works Directors
FROM: Michael McCoy, Executive Director
SUBJECT: **2022 Solid Waste, Recycling, Yard Waste Services + Rates**

Overview

A RFP was issued in September 2021 for the collection of solid waste, yard waste, and/or recycling for 20 cities and Polk County. Existing city contracts managed by Metro Waste Authority expire June 30, 2022, and the new contracts will begin July 1, 2022.

Solid waste, recycling, and yard waste services were bid by zones, bundling communities together to reach optimal house counts for hauler efficiency, thus pricing. There was an alternate bid to continue recycling as a standalone service.

Evaluation and Recommendation

Four RFP responses were evaluated based on:

1. Qualifications and experience with all service collections
2. Understanding of the scope of work and approach
3. Customer service provided to past and existing customers
4. Staff and equipment availability, including capacity
5. Proposed prices
6. Compliance with Draft Agreement
7. References from customers
8. Completed bid response

The RFP indicated no one hauler can be awarded more than two contracts to ensure a competitive market in the future. MWA recommends ASI for two community zones for solid waste and yard waste and Waste Connections for the third zone. This recommendation is largely based on experience, price, and compliance with the draft agreement. After thorough evaluation, staff recommends one hauler, Waste Management, for recycling services for all participating communities.

Price

Solid Waste: \$10.73 per household, per month
Recycling: \$4.32 per household, per month

Explanation of Price

If the city proceeds with the recommendation, combined solid waste recycling rates will increase between 15%-23%, depending on the city's existing rate. Increases of this significance are unfortunate, but Metro Waste Authority staff continue to firmly believe these are still very favorable rates for the services provided. There are several influential factors resulting in the increase:

- The Metro has enjoyed long-standing contracts, which have been in place for 10-20 years. While this has provided many advantages, it has kept the regions' rates artificially low.
- As every industry is experiencing, labor markets are exceptionally challenging, leading to all-time high wages. In addition, fuel rates, CPI, and equipment costs are unprecedentedly high in this market. While all these factors are reflected in the rates, the haulers recognize while some variables will likely return to a norm, wages will not.

Metro Waste Authority's 2022 Considerations

- Due to the seasonality of yard waste, as well as its inefficiencies, the region has experienced minimal interest from haulers in the past to provide this service. Coupling solid waste and yard waste together ensures a yard waste service provider in the future.
- Yard waste collection has also experienced severe increases (over 40%) year-over-year. This contract allows the region to lock in consistent prices for the duration of a lengthy term..
- To keep all service rates in line:
 - Metro Waste Authority will internalize the purchase of solid waste, recycling, and yard waste carts, as well as the delivery and maintenance. (This is a shift in responsibility from the hauler to the Authority).
 - Metro Waste Authority will internalize customer service for all services, which will also improve customer experience. (This is a shift from requiring haulers maintain a local call center).
- MWA is lessening the burden of yard waste administration for city staff
 - MWA will purchase, distribute, and maintain all yard waste carts. This will result in a reduction of work for public works staff who were previously transporting, storing and delivering carts.
 - MWA has heard for years managing the mailing of yard waste cart stickers was both time consuming and cumbersome for staff. As a result, MWA's customer care team will internalize the mailing going forward, instead of city staff.

IOWA DEPARTMENT OF CULTURAL AFFAIRS

KIM REYNOLDS, GOVERNOR
ADAM GREGG, LT. GOVERNOR

CHRIS KRAMER, DIRECTOR

November 18, 2021

IOWA
ARTS
COUNCIL

Rochelle Williams
City Clerk
City of Grimes
101 NE Harvey Street
Grimes, IA 50111

PRODUCE
IOWA

Dear City of Grimes Officials,

STATE HISTORICAL
SOCIETY OF IOWA

Thank you for your support of the Iowa Historical Foundation through the GC21 Bravo Greater Des Moines Cultural Leadership Grant (CLG) program, which is funded by a portion of the hotel-motel taxes from your city. The Iowa Historical Foundation's mission is to support the State Historical Society of Iowa, which includes the State Historical Museum of Iowa, for programs and initiatives beyond what earned revenue and the Iowa Legislature can provide. The State Historical Museum of Iowa is utilizing these grant funds for the development and implementation of educational programs and resources for the community.

STATE HISTORICAL
MUSEUM OF IOWA

STATE HISTORICAL
LIBRARY & ARCHIVES

The COVID-19 pandemic has brought new and unexpected challenges to the cultural sector which required the State Historical Museum to quickly pivot from providing primarily in-person programming to offering online educational programs and resources. In response to this challenge, the museum is offering many new online programs to support the community, including *Virtual Exhibit Experiences*, making the State Historical Museum's exhibits more accessible to every classroom in the state through staff-led programs and educator-led resources; *Iowa History 101*, a biweekly webinar series for adults; and more. In addition, educator resources supporting Iowa Core Standards for Social Studies and Literacy continue to be expanded, including *Primary Source Sets*, *Read Iowa History*, *Goldie's History Kits* and *Read. Write. Inquire*. These resources can be used in the classroom or through virtual learning as needed. The new *Digital Education Catalog* on the museum's website organizes these digital educator resources by historical events and educational topics connected to each of the Iowa Core Standards, helping educators to more easily find the resources they need.

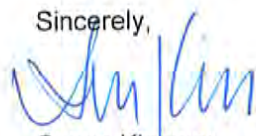
STATE
HISTORIC
SITES

STATE HISTORIC
PRESERVATION
OFFICE OF IOWA

We are extremely grateful for your city's support of the Iowa Historical Foundation, especially with the additional challenges presented over the past year and a half. This funding is helping the State Historical Museum continue to offer new experiences for the community that would not be possible without the benefit of the Bravo CLG program. If you or other city staff or city council members would like a tour of the museum and/or collections vault, please let us know as we would be happy to provide it.

IOWA
HISTORICAL
FOUNDATION

Sincerely,

 Thank you for your
continued support!

Susan Kloewer
Museum Director
State Historical Museum of Iowa



November 30, 2021

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

Dear Mayor Mikkelsen,

The purpose of this letter is to inform you that, on or about January 1, 2022, Mediacom will be implementing the following programming changes and rate adjustments:⁷³

Product:	Old Rate:	New Rate:	Net Change:
Local Broadcast Station Surcharge ⁷⁴	\$20.48	\$21.94	\$1.46
Regional Sports Surcharge	\$7.66	\$8.81	\$1.15
Local TV ⁷⁵	\$29.95	\$40.00	\$10.05
Essential TV ⁷⁶	\$69.95	\$80.00	\$10.05
Variety TV ⁷⁷	\$86.99	\$100.00	\$13.01
Digital Gateway ⁷⁸	\$4.00	\$0.00	(\$4.00)
Primary ⁷⁹ Digital Adapter	\$7.00	\$0.00	(\$7.00)
Primary Digital Receiver	\$10.50	\$0.00	(\$10.50)
Primary HD DVR Receiver	\$10.50	\$0.00	(\$10.50)
Primary TiVo Receiver	\$10.50	\$0.00	(\$10.50)
CableCARD	\$1.99	\$0.00	(\$1.99)

⁷³ Depending on the terms of each customer's promotional package, these rate changes may not impact a customer until their current promotional package expires.

⁷⁴ Mediacom bills monthly in advance. As a result, the increases for both the Local Broadcast Surcharge and Regional Sports Surcharge are based on our best estimate of the cost increases our company will incur for broadcast and regional sports programming. Mediacom will "true up" customer bills in a subsequent month if it turns out that our estimate was too high or too low.

⁷⁵ New rate for Local TV includes primary digital adapter, digital receiver, DVR or TIVO receiver.

⁷⁶ New rate for Essential TV includes primary digital adapter, digital receiver, DVR or TIVO receiver.

⁷⁷ New rate for Variety TV includes primary digital adapter, digital receiver, DVR or TIVO receiver.

⁷⁸ Digital Gateway is now included with Local TV, Essential TV and Variety TV.

⁷⁹ In all cases, "primary" means first digital adapter receiver; all additional digital adapters or receivers will be charged at standard rate.

Unreturned Digital Adapter/Digital Receiver or TiVo Box (Active Customer)	\$0.00	\$6.00/mo. ⁸⁰	\$6.00/mo.
Xtream Bronze	\$179.98	\$189.98	\$10.00
Xtream Silver	\$189.98	\$199.98	\$10.00
Xtream Gold HBO	\$209.98	\$219.98	\$10.00
Xtream Gold Showtime/Starz-Encore	\$209.98	\$219.98	\$10.00
Xtream Platinum	\$229.98	\$239.98	\$10.00
TV Essentials 100 Triple	\$169.98	\$179.98	\$10.00
Family 100 Triple	\$179.98	\$189.98	\$10.00
Family 100 Triple HBO	\$199.98	\$209.98	\$10.00
Family 100 Triple Showtime/Starz-Encore	\$199.98	\$209.98	\$10.00
Family 100 Triple Plus	\$219.98	\$229.98	\$10.00
100 + Essential + Phone	\$169.99	\$179.99	\$10.00
100 + Variety + Phone	\$194.49	\$199.99	\$5.50

The decision to make price adjustments is always a difficult one as we know when we raise prices, we lose customers. However, the fees we pay to retransmit local broadcast stations like ABC, CBS, FOX and NBC as well as regional and national sports networks continue to grow rapidly. In addition, supply chain challenges and labor shortages experienced over the past year have resulted in significant inflationary pressure across our business.

In addition to the above rate changes, Mediacom will also be making some programming changes on or about December 31, 2021. Cheddar News will be launched on the Sports & Information Digital Pak in most markets. Also, NBC Sports Network will be shutdown by NBC Universal and, as a result, will no longer be available on the Variety TV tier. Most of the programming previously available on NBC Sports will be transitioned to USA Network which will continue to be carried on the Variety TV tier in most markets. Finally, ESPN Classic is being discontinued by The Walt Disney Company, and will no longer be available on the Sports & Information Digital Pak.

Mediacom appreciates the opportunity to continue to serve your community's telecommunications needs. If you have any questions please contact me at lgrassley@mediacomcc.com or call 319-395-9699 ext. 3461.

Sincerely,



Lee Grassley
Senior Manager, Government Relations

⁸⁰ Monthly charge per device until such equipment is returned to Mediacom.



Mid-Iowa Planning Alliance for Community Development

420 Watson Powell Jr. Way · Suite 200
Des Moines, IA 50309 · 515-334-0075
midiowaplanningalliance.com

December 3, 2021

Mayor Scott Mikkelsen
City of Grimes
101 NE Harvey
Grimes IA 50111

Honorable Mayor Mikkelsen,

It is my pleasure to formally invite the City of Grimes to join the Mid-Iowa Planning Alliance for Community Development (MIPA), a new nonprofit organization that is dedicated to supporting communities in Boone, Dallas, Jasper, Marion, Polk, Story and Warren Counties.

MIPA was formed earlier this year by a group of city and county staff members, economic development professionals, and other stakeholders from the Mid-Iowa region. MIPA is expected to be operational with full-time staff starting April 1, 2022, and will provide professional planning, programming, and technical assistance to its members. Eligible jurisdictions (cities and counties) receive the following services with membership:

- Grant writing & administration
- Regional Planning, e.g. Comprehensive Economic Development Strategy
- Other member support, e.g. technical assistance, map-making, and local planning
- Option to contract with MIPA for local planning, such as comprehensive plans or zoning updates

MIPA will leverage federal grant dollars to help pay for its staffing costs. MIPA is in the process of being designated by the U.S. Economic Development Administration as an "Economic Development District," which has several benefits. For one thing, the designation will open more funding opportunities for local projects. For another, it will provide \$70,000 annually for staffing.

The federal grant for staffing requires 1-to-1 local match, which is why MIPA is charging annual membership dues of 15 cents per capita. For the first 15 months of MIPA's operations, those dues would come to \$2,886 for the City of Grimes. Membership is optional, so there's no cost if you don't join. Though we believe the benefits outweigh the costs and hope you will consider joining.

We have created a webpage (www.midiowaplanningalliance.com/membership) that outlines all the information about membership. The site includes a rate sheet, bylaws, general information about membership, instructions for joining, and a template resolution. The deadline for this enrollment period is Tuesday, February 15. Communities may join later; the next enrollment window will be in early 2023.

We're happy to have a discussion with you, as well. For more information or a presentation from MIPA staff, please reach out to Gunnar Olson at 515-334-0075 or golson@midiowaplanningalliance.com. For a local reference, you can call or email Clyde Evans of City of West Des Moines Community and Economic Development Office at 515-273-0770 or clyde.evans@wdm.iowa.gov.

Sincerely,

Todd Ashby
CEO / Executive Director



Supporting Economic Development in
Boone, Dallas, Jasper, Marion, Polk,
Story, and Warren Counties.



**JOHNSTON-GRIMES PROFESSIONAL FIRE FIGHTERS
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4835
P.O. Box 1163 JOHNSTON, IA 50131**

To: Jake Anderson

12-07-21

As we are approaching the end of another calendar year I would like to take a moment to Thank You and the City of Grimes for the support we have received over this year. With being faced with the COVID virus again this year, Local 4835 was able to overcome that obstacle and still make a HUGE POSITIVE impact for not only our community but for other Iowans. The following is a list of our accomplishments for the calendar year of 2021.

-RED Shirts. The red shirts stand for Remember Everyone Deployed. In the beginning of 2021 one of our members who serves in the Iowa National Guard was deployed to the Afghanistan area. We designed and sold the Red shirts to raise money for care packages for deployed Iowa troops. As to date we have sent at least 3 care packages and still have funds remaining to send more after the first of the year.

-Breast Cancer Shirts. This year was 7th year for selling L-4835 Breast Cancer Shirts and we shattered last year's number in number of shirts sold and profits. We were able to split the profits and help out 2 ladies that live in our community who have been affected by this horrific disease.

-Food Bank. In each fire house we have charity jars, so when a member has a few extra cents in their pockets they throw it in the jar. This year we used the money that was collected in the charity jars and donated it to the food banks in Johnson and Grimes.

-Toys for Tots. This is our 2nd year of working with the US Marines and the Toys for Tots campaign. L-4835 was also able to partner with the Hy-Vee's in Grimes and Johnston to establish additional collection sights. Between the collection sites we were able to collect almost enough toys to fill an ambulance.

-Swing for Miles. With the help of the City of Grimes and Make a Wish, L-4835 was able to touch the hearts of a local family. Miles is a resident of Grimes who suffers from a long list of medical conditions and each day is a challenge for himself and his family. Miles and his family had a wish of a pergola with a wheelchair swing. With the help of Make a Wish, the talented members of L-4835 was able to construct the pergola and swing for Miles and his family. To see the affect this project had on Miles family was an eye opening experience to say the least for the members who were involved.

With 2021 coming to a close, I cannot say thank you enough for the support that the City of Grimes has given to the Johnston Grimes Professional Firefighters Local 4835. Without the support of the city, I am confident that we would not be able to make as big of an impact as we did. I am very proud of the membership of this organization and what they were able to accomplish this year while faced with many challenges. L-4835 looks forward to another great year 2022 and what we will be able to accomplish with in our community.

Respectfully
Chris Ford
L4835 President.

RESOLUTION ADOPTING THE CITY OF GRIMES FEE SCHEDULE

WHEREAS, the Fee Schedule for services provided by the City of Grimes has been submitted to the City Council for approval; and

WHEREAS, the City Council of the City of Grimes desires to approve and adopt the City of Grimes Fee Schedule; and

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

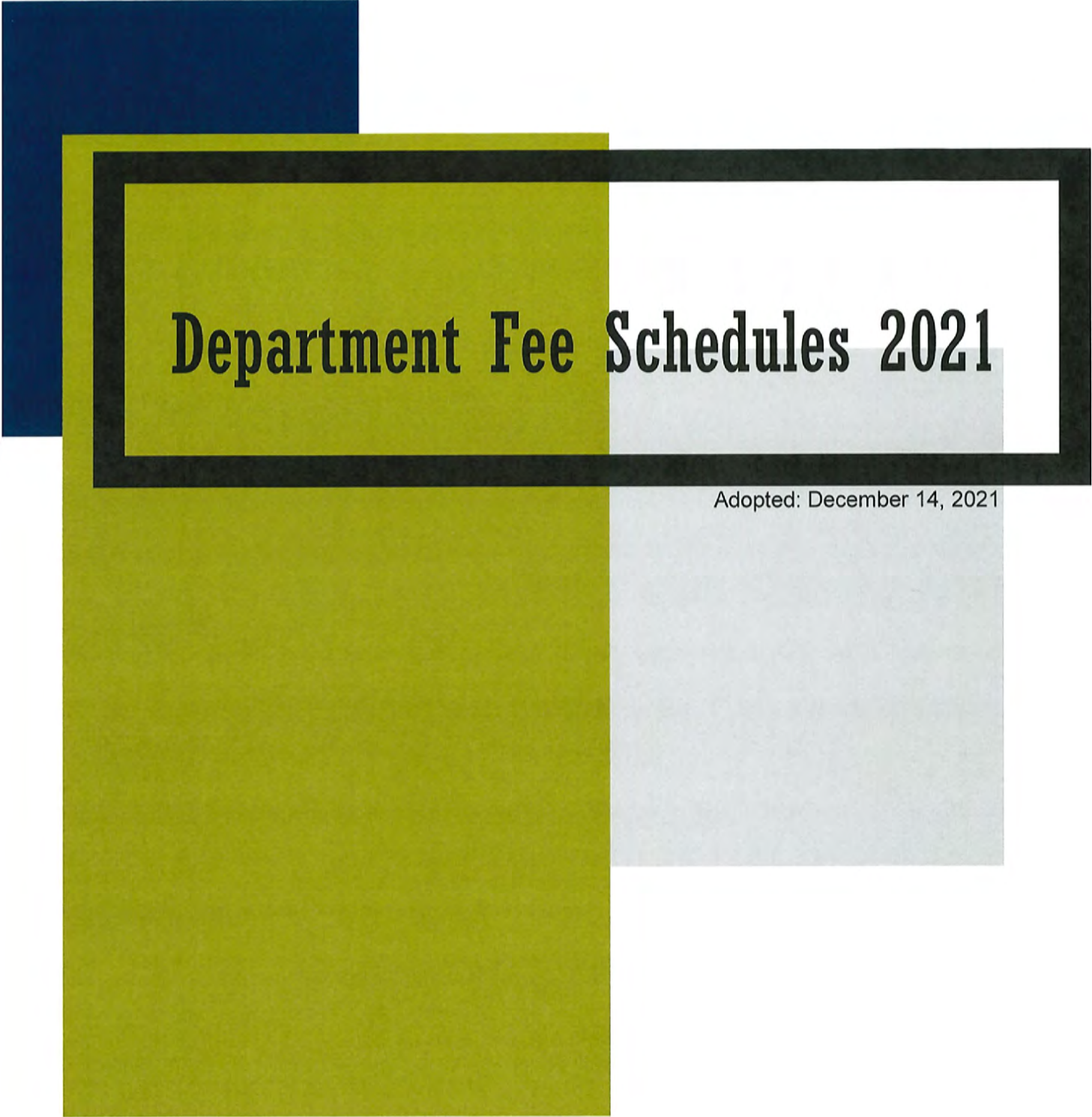
1. That the City of Grimes Fee Schedule, a copy of which is attached, is hereby approved.

PASSED AND APPROVED this 14th day of December, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



Department Fee Schedules 2021

Adopted: December 14, 2021

101 NE Harvey Street
Grimes, IA 50111
P|515.986.3036
www.grimesiowa.gov

CITY OF
GRIMES

City of Grimes Fee Schedule 2021

DEVELOPMENT SERVICES

DEVELOPMENT SERVICES

Description

Fee

Administrative:

Board of Adjustment	\$150
Board of Appeals	\$150
Minor Site Plan	\$750
Site Plan (not in Overlay District or PUD)	\$2000
Site Plan in Overlay District or PUD	\$2000
Stormwater Management Plan < 1 Acre	\$500
Stormwater Management Plan > 1 Acre	\$1,000
Stormwater Post Construction Easement	\$500
Stormwater Pollution Prevention Plan (SWPPP)	\$250
Traffic Impact Study	\$500
Preliminary Plat	\$2000
Final Plat	\$2000
Zoning	\$2000
Construction Drawings	\$2000
Grading and Utility Permit	\$150
Plat of Survey	\$400

Building Permit Fees:

Building permit fees except for the job types identified below shall be calculated based on the 1996 Building Permit Fee Calculation Worksheet. (See attached)

Inspections outside of normal business	\$100/hour
Work Without Permit	\$ Double the permit fee
Building Permit Re-Issuance/Transfer Fee	\$250
Sign Permit (Building-Mounted Sign)	\$50
Sign Permit (Ground-Mounted Sign)	\$50
Accessory	\$20
Fence	\$20
Deck	\$75
In-ground Pool/Hot Tub	\$50
Residential Mechanical Permit	\$75
Residential Electrical Permit	\$75
Residential Plumbing Permit	\$75
Commercial Mechanical Permit	\$225
Commercial Electrical Permit	\$225
Commercial Plumbing Permit	\$225
Demolition Permit	\$100
Excavation/Grading Permit	\$ Included in Bldg. Permit
Energy Code Review/Inspection	\$ Included in Bldg. Permit
Sidewalk/Approach Replacement	\$30
Water Connection (Residential)	\$500 per housing unit
Water Connection (Commercial)	\$1,500 per acre
Sewer Connection (Residential)	\$750 per housing unit
Sewer Connection (Commercial)	\$2,250 per acre
Concrete Washout Box	\$90 each
ROW Permit	\$150
Application for Temporary Certificate of Occupancy	\$100

City of Grimes Fee Schedule 2021

DEVELOPMENT SERVICES
REVISION 8/10/21

Miscellaneous:

Photocopies (8 1/2 x 11 - Color)	\$0.50/sheet
Photocopies (11x17 - Color)	\$1.00/sheet
Larger Format Copies (Black & White)	\$5.00/sheet
Larger Format Copies (Color)	\$10.00/sheet
Zoning Maps/Street Maps	\$10.00

Building Valuation Data

At the request of numerous building officials *Building Standards* offers the following building valuation data representing average costs for most buildings. Residential buildings are the most common for many cities, two general classes are considered for these. One for "Average" construction and the other for "good". Adjustments should be made for special architectural or structural features and location of the project. Higher or lower costs may often result.

The unit costs are intended to comply with the definition of "valuation" in Section 423 of the uniform Code and architectural standards, electrical, Plumbing, and mechanical work, except as specifically listed below. The unit costs also include the contractor's profit, which should not be limited.

The determination of plan check fees for projects reviewed by the International Conference of Building Officials will be based on valuation computed from these figures which were compiled in April 1991.

Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average
1. APARTMENT HOUSES:		7. DWELLINGS:		13. JAILS:		19. PUBLIC GARAGES:	
Type I or II F.R.*	\$70.40	Type V- Masonry	59.90	Type I or II F.R.	126.70	Type I or II F.R.*	39.00
(Good) \$85.80		(Good) \$76.80		Type 111-1-Hour	115.20	Type I or II Open Parking*	30.50
Type V- Masonry (or Type III)	56.00	Type V-Wood Frame	51.50	Type V-1-Hour	82.80	Type 11-N	22.90
(Good) \$69.70		(Good) \$72.90		14. LIBRARIES:		Type 111-1-Hour	27.50
Type V- Wood Frame	49.80	Basements-		Type I or II F.R.	92.80	Type I or II F.R.*	84.90
(Good) \$63.00		Semi-Finished	16.00	Type 11-1-Hour	64.90	Type 11-1-Hour	70.50
Type I-Basement Garage	29.50	(Good) \$18.20		Type 11-N	61.60	Type 11-N	67.20
2. AUDITORIUMS:		Unfinished	12.00	Type 11-1-Hour	70.60	Type 111-1-Hour	77.10
Type I or II F.R.	82.60	(Good) \$14.10		Type 111-N	67.20	Type 111-N	73.60
Type 11-1-Hour	58.60	8. FIRE STATIONS:		Type V-1-Hour	63.30	Type V-1-Hour	71.80
Type 11-N	55.70	Type I or II F.R.	90.40	Type V-N	60.30	Type V-N	67.90
Type 111-1-Hour	62.70	Type 11-1-Hour	58.60	15. MEDICAL OFFICES:		Type I or II F.R.*	94.80
Type 111-N	59.80	Type 11-N	55.70	Type 11-1-Hour	70.50	Type 11-1-Hour	70.50
Type V-1-Hour	57.50	Type 111-1-Hour	65.20	Type 11-N	67.20	Type 11-N	67.20
Type V-N	54.70	Type 111-N	61.90	Type 111-1-Hour	77.10	Type 111-1-Hour	77.10
3. BANKS:		Type V-1-Hour	58.30	Type 111-N	73.60	Type V-1-Hour	71.80
Type I or II F.R.*	118.20	Type V-N	55.40	Type V-1-Hour	71.80	Type V-N	67.90
Type 11-1-Hour	84.90	9. HOMES FOR THE HOERLY:		Type V-N	67.90	16. OFFICES**:	
Type 11-N	80.90	Type I or II F.R.	81.60	Type I or II F.R.*	84.90	Type I or II F.R.*	84.90
Type 111-1-Hour	96.30	Type 11-1-Hour	65.40	Type 11-1-Hour	55.00	Type 11-1-Hour	55.00
Type 111-N	91.90	Type 11-N	62.30	Type 11-N	52.40	Type 11-N	52.40
Type V-1-Hour	84.90	Type 111-1-Hour	68.20	Type 111-1-Hour	60.50	Type 111-1-Hour	60.50
Type V-N	80.80	Type 111-N	65.20	Type 111-N	57.70	Type 111-N	57.70
4. BOWLING ALLEYS:		Type V-1-Hour	65.00	Type V-1-Hour	56.00	Type V-1-Hour	56.00
Type 11-1-Hour	39.50	Type V-N	61.80	Type V-N	53.40	Type V-N	53.40
Type 11-N	37.70	10. HOSPITALS:		17. PRIVATE GARAGES:		Wood Frame	18.30
Type 111-1-Hour	43.30	Type I or II F.R.*	129.60	Masonry	21.70	Open Carports	13.00
Type 111-N	41.30	Type 111-1-Hour	107.80	18. PUBLIC BUILDINGS:		Type I or II F.R.*	98.90
Type V-1-Hour	36.90	Type V-1-Hour	100.00	Type I or II F.R.*	98.90	Type 11-1-Hour	73.80
5. CHURCHES:		11. HOTELS AND MOTELS:		Type 11-N	70.50	Type 11-N	70.50
Type I or II F.R.	78.00	Type I or II F.R.*	81.00	Type 111-1-Hour	82.60	Type 111-1-Hour	78.90
Type 11-1-Hour	58.30	Type 111-1-Hour	69.90	Type 111-N	78.90	Type V-1-Hour	73.00
Type 11-N	55.40	Type 111-N	66.60	Type V-1-Hour	73.00	Type V-N	70.00
Type 111-1-Hour	62.60	Type V-1-Hour	61.00	19. PUBLIC GARAGES:		Type I or II F.R.*	39.00
Type 111-N	59.60	Type V-N	58.20	Type I or II F.R.*	39.00	Type I or II Open Parking*	30.50
Type V-1-Hour	66.90	12. INDUSTRIAL PLANTS:		Type 11-N	22.90	Type 11-N	22.90
Type V-N	54.20	Type I or II F.R.	44.90	Type 111-1-Hour	27.50	Type 111-1-Hour	27.50
6. CONVALESCENT HOSPITALS:		Type 11-1-Hour	30.60	20. RESTAURANTS:		Type 111-1-Hour	73.70
Type I or II F.R.*	110.60	Type 11-(Stock)	29.00	Type 111-1-Hour	70.20	Type V-1-Hour	65.30
Type 111-1-Hour	78.90	Type 111-1-Hour	33.80	Type 11-N	65.30	Type V-N	62.20
Type V-1-Hour	71.00	Type 111-N	32.30	21. SCHOOLS:		Type I or II F.R.	88.70
		nit-up	22.70	Type 11-1-Hour	63.20	Type 11-1-Hour	63.20
		Type V-1-Hour	30.50	Type 111-1-Hour	63.70	Type 111-N	60.40
		Type V-N	28.80	Type V-1-Hour	58.30	Type V-1-Hour	58.30
				Type V-N	55.20	Type V-N	55.20
				22. SERVICE STATIONS:		Type 11-N	52.60
				Type 111-1-Hour	52.80	Type 111-1-Hour	52.80
				Type V-1-Hour	46.40	Type V-1-Hour	46.40
				Canopies	20.30		
				23. STORES:		Type I or II F.R.*	66.40
				Type 11-1-Hour	40.00	Type 11-1-Hour	40.00
				Type 11-N	39.20	Type 11-N	39.20
				Type 111-1-Hour	48.90	Type 111-1-Hour	48.90
				Type 111-N	46.10	Type 111-N	46.10
				Type V-1-Hour	39.00	Type V-1-Hour	39.00
				Type V-N	36.50	Type V-N	36.50
				24. THEATERS:		Type I or II F.R.	86.50
				Type 11-1-Hour	62.70	Type 11-1-Hour	62.70
				Type 111-N	59.70	Type 111-N	59.70
				Type V-1-Hour	56.50	Type V-1-Hour	56.50
				Type V-N	54.00	Type V-N	54.00
				25. WAREHOUSES*		Type I or II F.R.	39.30
				Type II or V-1-Hour	39.30	Type II or V-1-Hour	39.30
				23.20 Type II	26.70	23.20 Type II	26.70
				21.90 Typelll-1-Hour	25.50	21.90 Typelll-1-Hour	25.50
				Type 111-N		Type 111-N	
				EQUIPMENT		AIR CONDITIONING:	
				SPRINKLER SYSTEMS		Commercial	3.40
						Residential	2.80
							1.60

*Add 0.5 percent to total cost for each story over three.

**Deduct 20 percent for shell-only buildings.

***Deduct 11 percent for mini-warehouses.

REGIONAL MODIFIERS

The following modifiers are recommended for use in conjunction with the building valuation data. In addition, certain local conditions may require further modifications. To use these modifiers, merely multiply the listed cost per square foot by the appropriate regional modifier. For example, to adjust the cost of a Type 111-1-Hour hotel building of average construction for the Iowa area, select Regional Modifier 0.80 and unit cost from valuation data, \$69.90.

$$0.80 \times 69.90 = \$55.90 \text{ (adjusted cost per square foot)}$$

Eastern U.S.	Modifier	Eastern U.S.(cont.)	Modifier	Central U.S.	Modifier	Western U.S.	Modifier
Connecticut	0.95	Pennsylvania		Kentucky	0.77	Arizona	0.82
Delaware	0.84	Philadelphia	0.96	Louisiana	0.78	California	
District of Columbia	0.87	Other	0.83	Michigan	0.84	Los Angeles	1.00
Florida	0.74	Rhode Island	0.94	Minnesota	0.86	San Francisco	1.13
Georgia	0.68	South Carolina	0.70	Mississippi	0.71	Other	0.94
Maine	0.81	Vermont	0.80	Missouri	0.78	Colorado	0.81
Maryland	0.79	Virginia	0.73	Nebraska	0.75	Hawaii	1.14
Massachusetts	0.94	West Virginia	0.82	North Dakota	0.80	Idaho	0.80
New Hampshire	0.82	Central U.S.		Ohio	0.80	Montana	0.79
New Jersey	0.91	Alabama	0.72	Oklahoma	0.71	Nevada	0.89
New York		Arkansas	0.70	South Dakota	0.78	New Mexico	0.76
New York City	1.16	Illinois	0.87	Tennessee	0.72	Oregon	0.83
Other	0.87	Indiana	0.82	Texas	0.74	Utah	0.75
North Carolina	0.70	Iowa	0.80	Wisconsin	0.85	Washington	0.88
		Kansas	0.74	Alaska	1.30	Wyoming	0.80

Fire Department**Building Permit Fees – Valuation**

\$1.00 to \$500.00 of Valuation	\$22.00
\$501.00 to \$2000.00 of Valuation	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2000.00.
\$2,001.00 to \$50,000.00 of Valuation	63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00 of Valuation	\$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00 of Valuation	\$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00 of Valuation	\$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00 of Valuation	\$2,855.00 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.
\$1,000,001 and greater of Valuation	\$4,955.00 for the first 1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof.

Fire Department

Johnston Grimes Metropolitan Fire Department Fee Schedule

Description

Fee

Fire Department:

Fire Sprinkler Plans –Base Plan	\$200
Additional Riser	\$50
Standpipe- Each	\$200
Fire Pump- Each	\$200
Alternative, Clean Agent Kitchen Hood, Paint Booth	\$200
Fire Alarm –Systems Addressable up to 30 Devices	\$150
Each Additional Increment of 30 Devices	\$25
1 st Re-inspection Fee	\$0
2 nd Re-inspection Fee	\$100
3 rd Re-inspection Fee	\$200
4 th Re-inspection Fee	\$300
5 th Re-inspection Fee	\$400
Subsequent Re-inspection Fee	\$500
Nuisance Alarms in 12 months (Alarms 1-3)	\$0
4 th Nuisance Alarm	\$100
5 th Nuisance Alarm	\$200
6 th Nuisance Alarm	\$300
7 th Nuisance Alarm	\$400
Subsequent Nuisance Alarms	\$500
Liquified Propane Tank	\$25
Above Ground Tank- Fuel, Chemical, Oil	\$100
Plan Resubmittal	\$50
Above Listed System Demolition	\$50
Failure to Obtain Permit	\$200

CITY HALL

<u>Description</u>	<u>Fee</u>
Utilities Billing:	
Meters:	
5/8" X 3/4"	\$1.62/month
3/4" X 3/4"	\$1.62/month
1"	\$1.62/month
1 1/2"	\$2.37/month
2"	\$8.33/month
3"	\$10.51/month
4"	\$17.19/month
Meter Install	\$20
Radio Read Meter Permit	\$150
Hydrant Meters:	
3/4"	\$340
3"	\$3,700 Backflow
Hookup & Admin Fee (first 30 days)	\$200
Hookup (additional 30 days)	\$75
Irrigation Meters:	
3/4"	\$340
1"	\$403
Water Meters:	
3/4" Sensus meter	\$350
1" Sensus meter	\$460
2" Sensus meter	\$2020
3" Sensus meter	\$2390
4" Sensus meter	\$3990
Meter Testing	\$25
Construction Water Permit	\$100
Late Penalty	1.5% of amount due
Disconnect Notice	\$5
Disconnect Fee	\$25
Grimes Water Customers will be charged an additional reconnect fee if the past due balance is paid between 3pm and 4:30pm on Disconnection Day to be reconnected the same day	\$25
Thorpe Service Area Reconnect Fee	\$50
Rental Resident Deposit	\$100
Garbage & Recycle	Per Ordinance
Additional Garbage Cart	Per Ordinance
Extra Garbage Sticker	Rate per MWA
Large Item Pickup Sticker	Rate per MWA
Compost Cart (one-time fee)	Rate per MWA
Compost Cart Annual Renewal Sticker	Rate per MWA
Compost Cart Renewal Sticker (start service in June)	Rate per MWA
Compost Cart Renewal Sticker (start service July-November)	Rate per MWA
Trip Charge	\$25

Exhibit A – Current fees attached

City of Grimes Fee Schedule 21**City Hall****Administrative:**

Tickets:	
Parking	\$10
Handicap Parking	\$200
Fire Lane Parking	\$50
Snow Ordinance Violation	\$50
Engine/Compression Break Violation	\$50
Special Permit for Load and Weight Restrictions	\$25
Vehicle Impoundment	\$25 admin fee + refund to the City for the cost of impoundment
Fireworks (first offense)	\$100
Fireworks (second offense)	\$750
Fireworks (third or subsequent offense)	\$1000
Fireworks (first offense between 10:30pm and 6am other than the evening of July 4 th and December 31 st)	\$750
Fireworks (second or subsequent offenses between 10:30pm and 6am other than the evening of July 4 th and December 31 st)	\$1000
Tobacco License (Full Year)	\$100
Tobacco License (Oct-Dec)	\$75
Tobacco License (Jan-Mar)	\$50
Tobacco License (Apr-Jun)	\$25
Pet License	\$5 annually
Compost Bag	Rate per MWA Exhibit A
Compost Bags (bundle of 5)	Rate per MWA Exhibit A
Compost Sticker	Rate per MWA Exhibit A

EXHIBIT A

Garbage & Recycle	\$10.70 per month
Additional Garbage Cart	\$8.34
Extra Garbage Sticker	\$1.00
Large Item Pickup Sticker	\$5
Compost Cart (one-time fee)	\$53.00
Compost Cart Annual Renewal Sticker	\$105.00
Compost Cart Renewal Sticker (start service in June)	\$92.00
Compost Cart Renewal Sticker (start service July-November)	\$80.00
Compost Bag	\$1.80
Compost Bags (Bundle of 5)	\$9.00
Compost Stickers	\$1.50

City of Grimes Fee Schedule 21**City Hall**

Incinerator Permit	\$10 annually
Disposal Site License	\$1,000 annually
Permit to Haul Waste	\$5 per vehicle annually
Hazardous Waste Storage Permit	\$1,000 annually
Peddlers License (Week)	\$20 + \$200 cash bond
Peddlers License (Month)	\$50 + \$200 cash bond
Peddlers License (Three Months)	\$100 + \$200 cash bond
Transient Merchant License (7 days)	\$150 (\$25 non-refundable if denied)
Transient Merchant License (90 days)	\$300 (\$50 non-refundable if denied)
Transient Merchant License (Annual)	\$500 (\$50 non-refundable if denied)
House Mover Permit	\$100
Cemetery Lot (Resident)	\$250
Cemetery Lot (Non-Resident)	\$500
Fax (first page)	\$1.10
Fax (all pages after first)	\$0.35
Large limb/log Drop off load at public works facility	\$25
Large limb/log ½ truck load pick up	\$50
Large limb/log full load pick up	\$60
Additional loads - each	\$50

Municipal Services:

City Administrator	\$55/hour
City Clerk	\$50/ hour
Zoning Administrator	\$50/hour
Building Official	\$50/hour
Finance Officer	\$50/hour
Sewer, Street, Water Treatment Superintendent	\$40/hour
Sewer, Street, Water Treatment Laborer	\$30/hour

City of Grimes Fee Schedule 2

Library

Grimes Library

<u>Description</u>	<u>Fee</u>
Book Sales:	
Magazine	\$0.25
Board Book/Mass Market Paperbacks	\$0.50
All Other Items	\$1.00
Damaged Items:	
Lost/Damaged Barcode	\$1.00 each
Damaged Media Case	\$1.00 each
Lost Game Insert	Cost of game
Miscellaneous:	
CD/DVD Buffing & Cleaning	\$1.00 each
Black & White Copy	\$0.10 each
Color Copy	\$0.50 each
Fax (first page)	\$1.00
Fax (each additional page up to 14 pages)	\$0.25
Receive Fax	\$0.10
Mailed Notices	Current Mailing Rate Postage Charge
Processing CC payment over phone (\$4.00 minimum)	\$1.00
Processing Damaged/Lost Items	\$5.00
Delinquent Account Sent to Collections	\$15.00
Subscription Card	\$50.00/person
Subscription Card (Military Service Member)	\$25.00/person
Laminating (Business Card Sized Items)	\$0.50 each
Laminating (4"X6" Sized Items)	\$1.00 each
Laminating (8.5"X11" Sized Items)	\$3.00 each
Envelope	\$0.25 each
Stamp	\$1.00 each
Labeling Tape	\$0.05/inch
USB Drive	\$5.00 each

City of Grimes Fee Schedule

Parks & Recreation

Grimes Community Complex & Recreation Programming

Facility:

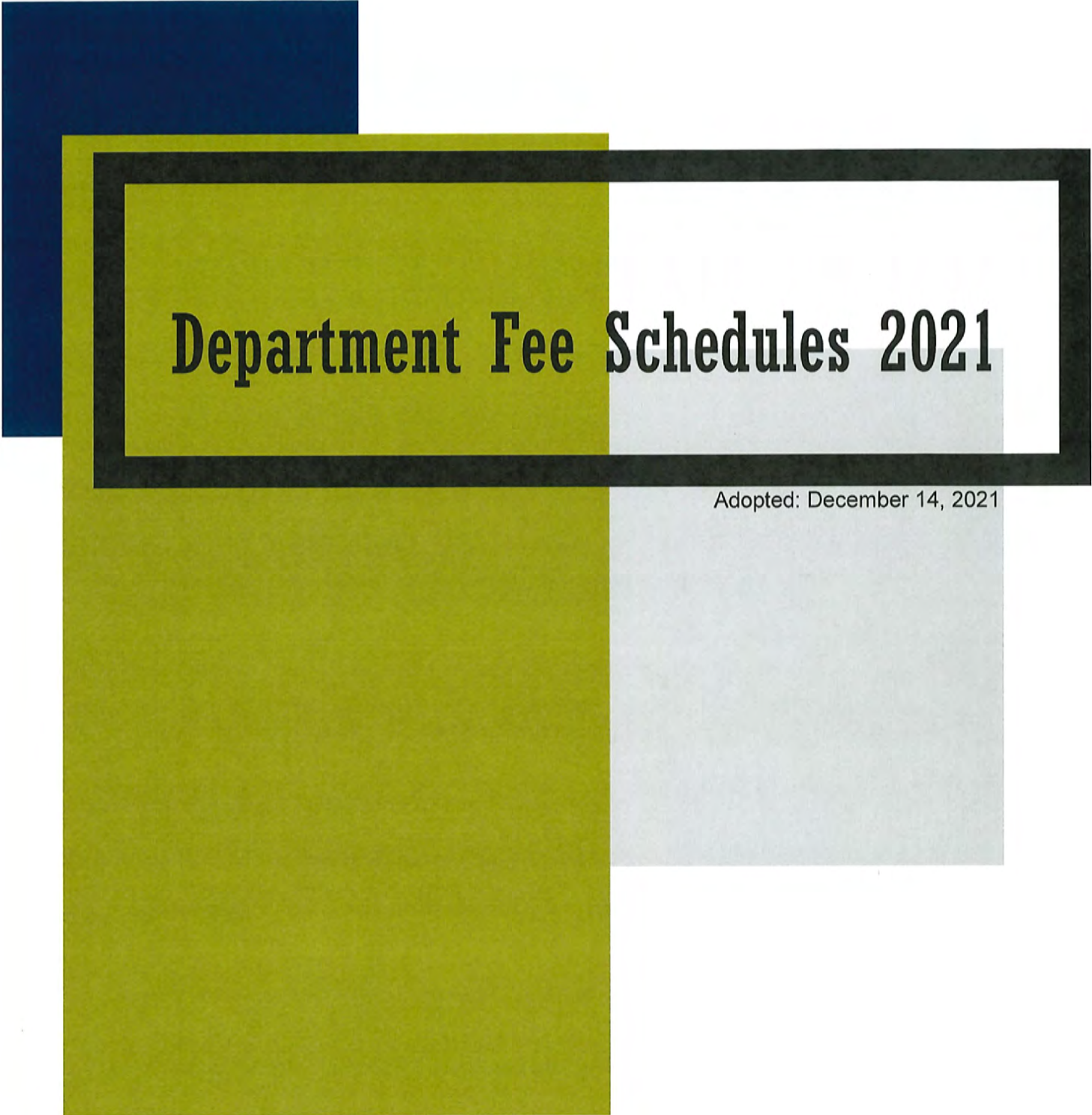
Description	Fee	
	Rental Rate	For Profit
Batting Cage	\$15 per hr.	\$ 30 per hr.
Kitchen/Cafeteria	\$25.00	\$ 70.00
Gym	\$30.00	\$ 70.00
Banquet Hall	\$45.00	\$100.00
Room 402	\$30.00	\$ 70.00
After Hour Parties for any room	\$30.00	\$ 50.00

Programming/Sports:

Football- Flag Ages 3-4	\$40 per child	
Football-Flag Age 5-Grade 2	\$60 per child	
Football- Flag Grade 3-6	\$70 per child	
Bam Bam (6 times)	\$45.00 per child	
Tiny Kickers (6 times)	\$45.00 per child	
Basketball (8 weeks) Kindergarten	\$45.00 per child	
Basketball Grade 1st & 2nd	\$50.00 per child	
Basketball Grade 3rd -6th	\$60.00 per child	
Volleyball Clinic	\$30.00	
Adult Men's Basketball	\$200 per team	
Adult Indoor Volleyball	\$100 per team	
Adult Sand Volleyball	\$60 per team	
Adult Slow Pitch Softball	\$150 per team	
Boot Camp	\$45 per person	
Taekwondo	\$60 per person	
Annual Halloween Fest	\$5 per family, \$1 per person	
Citywide Garage Sale	\$5 per sale to be listed	
Shade Grimes (Max of 2 per household)	\$35 per tree	
Grimes Giving Garden	\$10 per garden plot	
Summer Adventures Age 6-9 (MWF)	\$45.00	
Summer Adventures Age 10-13 (T&TH)	\$ 35.00	
Running Camp	\$40.00	
Safety City (Thurs-Fri)	\$30.00	
Tennis Clinic	\$40.00	

Shelters:

Resident- 4-hour rental at all	Free	
Non-Resident- 4-hour rental at all	\$40	



Department Fee Schedules 2021

Adopted: December 14, 2021

101 NE Harvey Street
Grimes, IA 50111
P|515.986.3036
www.grimesiowa.gov

CITY OF
GRIMES

City of Grimes Fee Schedule 2021

DEVELOPMENT SERVICES

DEVELOPMENT SERVICES

Description

Fee

Administrative:

Board of Adjustment	\$150
Board of Appeals	\$150
Minor Site Plan	\$750
Site Plan (not in Overlay District or PUD)	\$2000
Site Plan in Overlay District or PUD	\$2000
Stormwater Management Plan < 1 Acre	\$500
Stormwater Management Plan > 1 Acre	\$1,000
Stormwater Post Construction Easement	\$500
Stormwater Pollution Prevention Plan (SWPPP)	\$250
Traffic Impact Study	\$500
Preliminary Plat	\$2000
Final Plat	\$2000
Zoning	\$2000
Construction Drawings	\$2000
Grading and Utility Permit	\$150
Plat of Survey	\$400

Building Permit Fees:

Building permit fees except for the job types identified below shall be calculated based on the 1996 Building Permit Fee Calculation Worksheet. (See attached)

Inspections outside of normal business	\$100/hour
Work Without Permit	\$ Double the permit fee
Building Permit Re-Issuance/Transfer Fee	\$250
Sign Permit (Building-Mounted Sign)	\$50
Sign Permit (Ground-Mounted Sign)	\$50
Accessory	\$20
Fence	\$20
Deck	\$75
In-ground Pool/Hot Tub	\$50
Residential Mechanical Permit	\$75
Residential Electrical Permit	\$75
Residential Plumbing Permit	\$75
Commercial Mechanical Permit	\$225
Commercial Electrical Permit	\$225
Commercial Plumbing Permit	\$225
Demolition Permit	\$100
Excavation/Grading Permit	\$ Included in Bldg. Permit
Energy Code Review/Inspection	\$ Included in Bldg. Permit
Sidewalk/Approach Replacement	\$30
Water Connection (Residential)	\$500 per housing unit
Water Connection (Commercial)	\$1,500 per acre
Sewer Connection (Residential)	\$750 per housing unit
Sewer Connection (Commercial)	\$2,250 per acre
Concrete Washout Box	\$90 each
ROW Permit	\$150
Application for Temporary Certificate of Occupancy	\$100

City of Grimes Fee Schedule 2021

DEVELOPMENT SERVICES

REVISION 8/10/21

Miscellaneous:

Photocopies (8 1/2 x 11 - Color)	\$0.50/sheet
Photocopies (11x17 - Color)	\$1.00/sheet
Larger Format Copies (Black & White)	\$5.00/sheet
Larger Format Copies (Color)	\$10.00/sheet
Zoning Maps/Street Maps	\$10.00

REVISION 8/10/21

Building Valuation Data

At the request of numerous building officials *Building Standards* offers the following building valuation data representing average costs for most buildings. Residential buildings are the most common for many cities, two general classes are considered for these. One for "Average" construction and the other for "good". Adjustments should be made for special architectural or structural features and location of the project. Higher or lower costs may often result.

The unit costs are intended to comply with the definition of "valuation" in Section 423 of the uniform Code and architectural standards, electrical, Plumbing, and mechanical work, except as specifically listed below. The unit costs also include the contractor's profit, which should not be limited.

The determination of plan check fees for projects reviewed by the International Conference of Building Officials will be based on valuation computed from these figures which were compiled in April 1991.

Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, II average	Occupancy and Type	Cost per Square Foot, Average
1. APARTMENT HOUSES:		7. DWELLINGS:		13. JAILS:		Type 111-N	26.30
Type I or II F.R.*	\$ 70.40	Type V- Masonry	59.90	Type I or II F.R.	126.70	Type V-1-Hour	22.80
(Good) \$85.80		(Good) \$76.80		Type 111-1-Hour	115.20	20. RESTAURANTS:	
Type V- Masonry		Type V-Wood Frame	51.50	Type V-1-Hour	82.80	Type 111-1-Hour	73.70
(or Type III)	56.00	(Good) \$ 72.9 0		14. LIBRARIES:		Type 111-N	70.20
(Good) \$69.70		Basements-		Type I or II F.R.	92.80	Type V-1-Hour	65.30
Type V- Wood Frame	49.80	Semi-Finished	16.00	Type 11-1-Hour	64.90	Type V-N	62.20
(Good) \$63.00		(Good) \$18.20		Type 11-N	61.60	21. SCHOOLS:	
Type I-Basement Garage	29.50	Unfinished	12.00	Type III-1-Hour	70.60	Type I or II F.R.	88.70
(Good) \$14.10		(Good) \$14.10		Type 111-N	67.20	Type 11-1-Hour	63.20
2. AUDITORIUMS:		8. FIRE STATIONS:		Type V-1-Hour	63.30	Type 111-1-Hour	63.70
Type I or II F.R.	82.60	Type I or II F.R.	90.40	Type V-N	60.30	Type 111-N	60.40
Type 11-1-Hour	58.60	Type 11-1-Hour	58.60	15. MEDICAL OFFICES:		Type V-1-Hour	58.30
Type 11-N	55.70	Type 11-N	55.70	Type I or II F.R.*	94.80	Type V-N	55.20
Type 111-1-Hour	62.70	Type 111-1-Hour	65.20	Type 11-1-Hour	70.50	22. SERVICE STATIONS:	
Type 111-N	59.80	Type 111-N	61.90	Type 11-N	67.20	Type 11-N	52.60
Type V-1-Hour	57.50	Type V-1-Hour	58.30	Type 111-1-Hour	77.10	Type 111-1-Hour	52.80
Type V-N	54.70	Type V-N	55.40	Type 111-N	73.60	Type V-1-Hour	46.40
3. BANKS:		9. HOMES FOR THE HOERLY:		Type V-1-Hour	71.80	Canopies	20.30
Type I or II F.R.*	118.20	Type I or II F.R.	81.60	Type V-N	67.90	23. STORES:	
Type 11-1-Hour	84.90	Type 11-1-Hour	65.40	16. OFFICES**:		Type I or II F.R.*	66.40
Type 11-N	80.90	Type 11-N	62.30	Type I or II F.R.*	84.90	Type 11-1-Hour	40.00
Type 111-1-Hour	96.30	Type 111-1-Hour	68.20	Type III-1-Hour	55.00	Type 11-N	39.20
Type 111-N	91.90	Type 111-N	65.20	Type 11-N	52.40	Type 111-1-Hour	48.90
Type V-1-Hour	84.90	Type V-1-Hour	65.00	Type 111-1-Hour	60.50	Type 111-N	46.10
Type V-N	80.80	Type V-N	61.80	Type 111-N	57.70	Type V-1-Hour	39.00
4. BOWLING ALLEYS:		10. HOSPITALS:		Type V-1-Hour	56.00	Type V-N	36.50
Type 11-1-Hour	39.50	Type I or II F.R.*	129.60	17. PRIVATE GARAGES:		24. THEATERS:	
Type 11-N	37.70	Type 111-1-Hour	107.80	Wood Frame	18.30	Type I or II F.R.	86.50
Type 111-1-Hour	43.30	Type V-1-Hour	100.00	Masonry	21.70	Type 111-1-Hour	62.70
Type 111-N	41.30	11. HOTELS AND MOTELS:		Open Carports	13. 0	Type 111-N	59.70
Type V-1-Hour	36.90	Type I or II F.R.*	81.00	18. PUBLIC BUILDINGS:		Type V-1-Hour	56.50
5. CHURCHES:		Type 111-1-Hour	69.90	Type I or II F.R.*	98.90	Type V-N	54.00
Type I or II F.R.	78.00	Type 111-N	66.60	Type 11-1-Hour	73.80	25. WAREHOUSES*	
Type 11-1-Hour	58.30	Type V-1-Hour	61.00	Type 11-N	70.50	Type I or II F.R.	39.30
Type 11-N	55.40	Type V-N	58.20	Type 111-1-Hour	82.60	Type II or V-1-Hour	
Type 111-1-Hour	62.60	12. INDUSTRIAL PLANTS:		Type 111-N	78.90	23.20 Type II	
Type 111-N	59.60	Type I or II F.R.	44.90	Type V-1-Hour	73.00	21.90 Type III-1-Hour	26.70
Type V-1-Hour	56.90	Type 11-1-Hour	30.60	Type V-N	70.00	Type 111-N	25.50
Type V-N	54.20	Type 11-(Stock)	29.00	19. PUBLIC GARAGES:		EQUIPMENT	
6. CONVALESCENT HOSPITALS:		Type 111-1-Hour	33.80	Type I or II F.R.*	39.00	AIR CONDITIONING:	
Type I or II F.R.*	110.60	Type 111-N	32.30	Type I or II Open Parking*	30.50	Commercial	3.40
Type 111-1-Hour	78.90	nit-up	22.70	Type 11-N	22.90	Residential	2.80
Type V-1-Hour	71.00	Type V-1-Hour	30.50	Type 111-1-Hour	27.50	SPRINKLER SYSTEMS	1.60
		Type V-N	28.80				

*Add 0.5 percent to total cost for each story over three.

**Deduct 20 percent for shell-only buildings.

***Deduct 11 percent for mini-warehouses.

REGIONAL MODIFIERS

The following modifiers are recommended for use in conjunction with the building valuation data. In addition, certain local conditions may require further modifications. To use these modifiers, merely multiply the listed cost per square foot by the appropriate regional modifier. For example, to adjust the cost of a Type 111-1-Hour hotel building of average construction for the Iowa area, select Regional Modifier 0.80 and unit cost from valuation data, \$69.90.

$$0.80 \times 69.90 = \$55.90 \text{ (adjusted cost per square foot)}$$

Eastern U.S.	Modifier	Eastern U.S. (cont.)	Modifier	Central U.S.	Modifier	Western U.S.	Modifier
Connecticut	0.95	Pennsylvania		Kentucky	0.77	Arizona	0.82
Delaware	0.84	Philadelphia	0.96	Louisiana	0.78	California	
District of Columbia	0.87	Other	0.83	Michigan	0.84	Los Angeles	1.00
Florida	0.74	Rhode Island	0.94	Minnesota	0.86	San Francisco	1.13
Georgia	0.68	South Carolina	0.70	Mississippi	0.71	Other	0.94
Maine	0.81	Vermont	0.80	Missouri	0.78	Colorado	0.81
Maryland	0.79	Virginia	0.73	Nebraska	0.75	Hawaii	1.14
Massachusetts	0.94	West Virginia	0.82	North Dakota	0.80	Idaho	0.80
New Hampshire	0.82	Central U.S.		Ohio	0.80	Montana	0.79
New Jersey	0.91	Alabama	0.72	Oklahoma	0.71	Nevada	0.89
New York		Arkansas	0.70	South Dakota	0.78	New Mexico	0.76
New York City	1.16	Illinois	0.87	Tennessee	0.72	Oregon *	0.83
Other	0.87	Indiana	0.82	Texas	0.74	Utah	0.75
North Carolina	0.70	Iowa	0.80	Wisconsin	0.85	Washington	0.88
		Kansas	0.74	Alaska	1.30	Wyoming	0.80

Fire Department**Building Permit Fees – Valuation**

\$1.00 to \$500.00 of Valuation	\$22.00
\$501.00 to \$2000.00 of Valuation	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2000.00.
\$2,001.00 to \$50,000.00 of Valuation	63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00 of Valuation	\$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00 of Valuation	\$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00 of Valuation	\$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00 of Valuation	\$2,855.00 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.
\$1,000,001 and greater of Valuation	\$4,955.00 for the first 1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof.

Fire Department

Johnston Grimes Metropolitan Fire Department Fee Schedule

Description

Fee

Fire Department:

Fire Sprinkler Plans –Base Plan	\$200
Additional Riser	\$50
Standpipe- Each	\$200
Fire Pump- Each	\$200
Alternative, Clean Agent Kitchen Hood, Paint Booth	\$200
Fire Alarm –Systems Addressable up to 30 Devices	\$150
Each Additional Increment of 30 Devices	\$25
1 st Re-inspection Fee	\$0
2 nd Re-inspection Fee	\$100
3 rd Re-inspection Fee	\$200
4 th Re-inspection Fee	\$300
5 th Re-inspection Fee	\$400
Subsequent Re-inspection Fee	\$500
Nuisance Alarms in 12 months (Alarms 1-3)	\$0
4 th Nuisance Alarm	\$100
5 th Nuisance Alarm	\$200
6 th Nuisance Alarm	\$300
7 th Nuisance Alarm	\$400
Subsequent Nuisance Alarms	\$500
Liquified Propane Tank	\$25
Above Ground Tank- Fuel, Chemical, Oil	\$100
Plan Resubmittal	\$50
Above Listed System Demolition	\$50
Failure to Obtain Permit	\$200

CITY HALL

<u>Description</u>	<u>Fee</u>
Utilities Billing:	
Meters:	
5/8" X 3/4"	\$1.62/month
3/4" X 3/4"	\$1.62/month
1"	\$1.62/month
1 1/2"	\$2.37/month
2"	\$8.33/month
3"	\$10.51/month
4"	\$17.19/month
Meter Install	\$20
Radio Read Meter Permit	\$150
Hydrant Meters:	
3/4"	\$340
3"	\$3,700 Backflow
Hookup & Admin Fee (first 30 days)	\$200
Hookup (additional 30 days)	\$75
Irrigation Meters:	
3/4"	\$340
1"	\$403
Water Meters:	
3/4" Sensus meter	\$350
1" Sensus meter	\$460
2" Sensus meter	\$2020
3" Sensus meter	\$2390
4" Sensus meter	\$3990
Meter Testing	\$25
Construction Water Permit	\$100
Late Penalty	1.5% of amount due
Disconnect Notice	\$5
Disconnect Fee	\$25
Grimes Water Customers will be charged an additional reconnect fee if the past due balance is paid between 3pm and 4:30pm on Disconnection Day to be reconnected the same day	\$25
Thorpe Service Area Reconnect Fee	\$50
Rental Resident Deposit	\$100
Garbage & Recycle	Per Ordinance
Additional Garbage Cart	Per Ordinance
Extra Garbage Sticker	Rate per MWA
Large Item Pickup Sticker	Rate per MWA
Compost Cart (one-time fee)	Rate per MWA
Compost Cart Annual Renewal Sticker	Rate per MWA
Compost Cart Renewal Sticker (start service in June)	Rate per MWA
Compost Cart Renewal Sticker (start service July-November)	Rate per MWA
Trip Charge	\$25

Exhibit A – Current fees attached

City of Grimes Fee Schedule 21**City Hall****Administrative:**

Tickets:	
Parking	\$10
Handicap Parking	\$200
Fire Lane Parking	\$50
Snow Ordinance Violation	\$50
Engine/Compression Break Violation	\$50
Special Permit for Load and Weight Restrictions	\$25
Vehicle Impoundment	\$25 admin fee + refund to the City for the cost of impoundment
Fireworks (first offense)	\$100
Fireworks (second offense)	\$750
Fireworks (third or subsequent offense)	\$1000
Fireworks (first offense between 10:30pm and 6am other than the evening of July 4 th and December 31 st)	\$750
Fireworks (second or subsequent offenses between 10:30pm and 6am other than the evening of July 4 th and December 31 st)	\$1000
Tobacco License (Full Year)	\$100
Tobacco License (Oct-Dec)	\$75
Tobacco License (Jan-Mar)	\$50
Tobacco License (Apr-Jun)	\$25
Pet License	\$5 annually
Compost Bag	Rate per MWA Exhibit A
Compost Bags (bundle of 5)	Rate per MWA Exhibit A
Compost Sticker	Rate per MWA Exhibit A

Incinerator Permit	\$10 annually
Disposal Site License	\$1,000 annually
Permit to Haul Waste	\$5 per vehicle annually
Hazardous Waste Storage Permit	\$1,000 annually
Peddlers License (Week)	\$20 + \$200 cash bond
Peddlers License (Month)	\$50 + \$200 cash bond
Peddlers License (Three Months)	\$100 + \$200 cash bond
Transient Merchant License (7 days)	\$150 (\$25 non-refundable if denied)
Transient Merchant License (90 days)	\$300 (\$50 non-refundable if denied)
Transient Merchant License (Annual)	\$500 (\$50 non-refundable if denied)
House Mover Permit	\$100
Cemetery Lot (Resident)	\$250
Cemetery Lot (Non-Resident)	\$500
Fax (first page)	\$1.10
Fax (all pages after first)	\$0.35
Large limb/log Drop off load at public works facility	\$25
Large limb/log ½ truck load pick up	\$50
Large limb/log full load pick up	\$60
Additional loads - each	\$50

Municipal Services:

City Administrator	\$55/hour
City Clerk	\$50/ hour
Zoning Administrator	\$50/hour
Building Official	\$50/hour
Finance Officer	\$50/hour
Sewer, Street, Water Treatment Superintendent	\$40/hour
Sewer, Street, Water Treatment Laborer	\$30/hour

City of Grimes Fee Schedule 2

Library

Grimes Library

<u>Description</u>	<u>Fee</u>
Book Sales:	
Magazine	\$0.25
Board Book/Mass Market Paperbacks	\$0.50
All Other Items	\$1.00
Damaged Items:	
Lost/Damaged Barcode	\$1.00 each
Damaged Media Case	\$1.00 each
Lost Game Insert	Cost of game
Miscellaneous:	
CD/DVD Buffing & Cleaning	\$1.00 each
Black & White Copy	\$0.10 each
Color Copy	\$0.50 each
Fax (first page)	\$1.00
Fax (each additional page up to 14 pages)	\$0.25
Receive Fax	\$0.10
Mailed Notices	Current Mailing Rate Postage Charge
Processing CC payment over phone (\$4.00 minimum)	\$1.00
Processing Damaged/Lost Items	\$5.00
Delinquent Account Sent to Collections	\$15.00
Subscription Card	\$50.00/person
Subscription Card (Military Service Member)	\$25.00/person
Laminating (Business Card Sized Items)	\$0.50 each
Laminating (4"X6" Sized Items)	\$1.00 each
Laminating (8.5"X11" Sized Items)	\$3.00 each
Envelope	\$0.25 each
Stamp	\$1.00 each
Labeling Tape	\$0.05/inch
USB Drive	\$5.00 each

City of Grimes Fee Schedule

Parks & Recreation

Grimes Community Complex & Recreation Programming

Facility:	<u>Description</u>	<u>Fee</u>
	Rental Rate	For Profit
Batting Cage	\$15 per hr.	\$ 30 per hr.
Kitchen/Cafeteria	\$25.00	\$ 70.00
Gym	\$30.00	\$ 70.00
Banquet Hall	\$45.00	\$100.00
Room 402	\$30.00	\$ 70.00
After Hour Parties for any room	\$30.00	\$ 50.00

Programming/Sports:

Football- Flag Ages 3-4	\$40 per child	
Football-Flag Age 5-Grade 2	\$60 per child	
Football- Flag Grade 3-6	\$70 per child	
Bam Bam (6 times)	\$45.00 per child	
Tiny Kickers (6 times)	\$45.00 per child	
Basketball (8 weeks) Kindergarten	\$45.00 per child	
Basketball Grade 1st & 2nd	\$50.00 per child	
Basketball Grade 3rd -6th	\$60.00 per child	
Volleyball Clinic	\$30.00	
Adult Men's Basketball	\$200 per team	
Adult Indoor Volleyball	\$100 per team	
Adult Sand Volleyball	\$60 per team	
Adult Slow Pitch Softball	\$150 per team	
Boot Camp	\$45 per person	
Taekwondo	\$60 per person	
Annual Halloween Fest	\$5 per family, \$1 per person	
Citywide Garage Sale	\$5 per sale to be listed	
Shade Grimes (Max of 2 per household)	\$35 per tree	
Grimes Giving Garden	\$10 per garden plot	
Summer Adventures Age 6-9 (MWF)	\$45.00	
Summer Adventures Age 10-13 (T&TH)	\$ 35.00	
Running Camp	\$40.00	
Safety City (Thurs-Fri)	\$30.00	
Tennis Clinic	\$40.00	

Shelters:

Resident- 4-hour rental at all	Free	
Non-Resident- 4-hour rental at all	\$40	

DRAFT

ATI purchased property from Obert
Ordinance 755 Exhibit Attached

**GRIMES INDUSTRIAL
ZONING CHANGE AND DEVELOPMENT AGREEMENT**

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 23 day of Nov, 2021, by and between the City of Grimes, IOWA, a municipal corporation (the "City") and ~~Obert Family Trust~~ ATI (referred to herein as "Property Owner"), collectively referred to as ("the Parties");

WHEREAS, Property Owner owns certain real property located within the corporate limits of the City which is legally described on Exhibit "A", attached hereto (the "Property"), which Property is presently zoned A-1.

WHEREAS, the Property Owner has submitted a master plan prepared by McClure Engineering Co. identifying the Property to be developed as a light industrial business park 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 M-1A (Commercial and Limited Light Industrial 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.

NOW, THEREFORE, in consideration of the above premises, the rezoning of the Property and the promises and agreements set forth herein, it is hereby agreed between Property Owner and the City as follows:

- 1) Rezoning. The property shall be rezoned from A-1 to M-1A.
- 2) Master Plan. The Property Owner has submitted a master plan, as shown on Exhibit "B", in conjunction with the Property Owners request for rezoning to M-1A to allow for the development of the property for commercial and light industrial uses, referred to herein as the Grimes Industrial Development. The Property Owner agrees that the development of the property shall be consistent with the Master Plan and shall satisfy the following requirements. Any area not addressed within this development agreement shall follow the City of Grimes Zoning Ordinance.
 - (a) Phasing of Subdivision. It is understood that the Property Owner intends to phase the development of the property, and that the Property Owner agrees to obtain approval from the City of a Final Plat, which subdivides all of the Property into lots and outlots (referred to herein individually as a "Lot" or collectively as the "Lots").

- (b) Site Plans Required. Property Owner agrees that preliminary plats and site plans will be required for the proposed improvements within each subdivision or lot. Preliminary Plats shall include sufficient details to ensure that the minimum development standards for the Property can be achieved.
- (c) Minimum Standards. The Property shall be subject to the terms outlined below:
- i.) Permitted Uses. Any permitted use within the M-1A Zoning District shall be permitted, with the exception of the following.
 - ii.) Setbacks. The following setbacks shall apply to all units:
 - a. Front Yard – Twenty-five (25) Feet
 - b. Rear Yard – Twenty-five (25) Feet
 - c. Side Yard – None required; 25' when adjacent to any "R" district or street right-of-way
 - d. Building Separation – Twenty (20) Feet
 - iii.) Height. The maximum height of any building shall be fifty (50) feet.
 - iv.) Building Materials. The use of metal as a building material shall not be permitted. All other architecture standards required in the Grimes Zoning Ordinance shall be met. In addition, consider incorporating roof line articulation, store fronts, and other architectural elements to break up the large wall expanses and scale of the buildings.
 - v.) Parking. Parking shall be provided in accordance with the Grimes Zoning Ordinance.
 - vi.) Parking Setbacks. All parking lots shall have a minimum setback of ten (10) feet along public streets. For internal property lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.
 - vii.) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structures and shall be in conformance with the Grimes Zoning Ordinance.
 - viii.) Open Space. A minimum of twenty percent (10%) open space shall be provided.

- ix.) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided. Trees shall be 2-inch caliper minimum.

One (1) overstory tree is required for every fifty (50) feet of lot frontage. Street trees shall be a combination of diverse species with no more than five trees of a similar species shall be located in a single group. Evergreen trees shall not be permitted along street frontages except as part of required landscape buffers. Required street trees and buffer trees may count towards the required open space trees, however all terminal parking lot islands shall be landscaped with understory trees or other City approved landscaping (flower beds or bushes) when conflicts with utilities exist.

A continuous row of shrubs shall be planted along parking spaces to shield headlights from the right-of-way.

- x.) Signage. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.

- xi.) Outdoor Storage.

- a. North of SE 41st Street: Outdoor storage shall not be permitted north of SE 41st Street.
- b. South of SE 41st Street: Outdoor storage south of SE 41st Street is permitted within the loading areas and shall be screened from the right-of-way with landscaping.

3) Buffering

- (a) Provision of Buffers. The provision of adequate buffering and landscaping shall be thoroughly evaluated and approved by the City of Grimes as part of the site plan approval. Additional buffer and landscaping may be required at that time in response to additional details of the use, buildings, parking, loading areas, mechanical equipment, etc. to be implemented.
- (b) Outdoor Storage Buffers. A thirty (30) foot buffer shall be provided to screen the outdoor storage areas from the public street right-of-way. The outdoor storage area buffers shall provide the following number of trees per fifty (50) feet of linear buffer: Two (2) understory tree and two (2) evergreen trees.
- (c) Loading Area Buffers. A thirty (30) foot buffer shall be provided to shield the loading areas from the property to the west. The loading area buffers shall provide the following number of trees per fifty (50) feet of linear buffer: One (1) overstory tree, two (2) understory trees and one (1) evergreen tree.

- (d) Berming and Screening. Earth berming shall be implemented whenever possible to enhance buffering and screening of otherwise negative site elements and to aid in ensuring year-round screening, but is not required. Buffers should be designed to achieve the maximum amount of screening of negative elements from the maximum number of viewpoints with vegetation layered to ensure adequate blockage of views and to create depth and a sense of naturalness. Care should be taken to ensure that 'thru-views' under tree canopies are adequately blocked. It is recognized that some views of businesses are desired; therefore, buffer vegetation may be clustered and situated to screen parking and drive throughs associated with the businesses and other negative site elements such as trash enclosures, transformers, loading docks, etc.
- (e) Continuity. Buffers shall be so designed so as to serve as a visual continuation of existing buffers and/or as a unifying element within the development. Buffers adjacent to streetscapes shall make a natural transition in order to be visually cohesive.

4) Lighting

- (a) Parking Lot & Accent Lighting. Adequate lighting shall be provided for the parking areas. Accent lighting shall be provided on all buildings, to accentuate the building form and architectural character.
- (b) Public Street Lighting. Street Lighting associated with the public streets shall be standard MidAmerican Energy Street Lights and black in color.

5) Public and Site Improvements

- (a) Public Improvements. Public Improvements include the construction of the following for SE 41st Street and SE Park Drive:
 - (i.) 31-Foot pavement for public street
 - (ii.) 8" Water Main
 - (iii.) 8" Sanitary Sewer
 - (iv.) Adequately sized Storm Sewer to serve the development
 - (v.) Street Lights
- (b) Roadway Phasing: The roadway phasing shall generally follow the phasing plan as shown on Exhibit C.
- (c) Private Sidewalks. Five (5) foot PCC public sidewalks shall be provided on at least one (1) side of all private streets.

- (d) Public Sidewalks. Five (5) foot PCC public sidewalks shall be provided on two (2) sides of all public streets.
 - (e) Fees. Property owner shall provide a fee in the amount of \$120 per linear foot to contribute to the cost of future improvements to SE 37th Street. Fee payment shall be prorated per acre and shall be due at the time of site plan acceptance by the City. The property owner shall have no further financial responsibility for future SE 37th Street expansions or improvements.
 - (f) Construction/Bonds. All public improvements listed above shall be constructed in accordance with SUDAS and all City of Grimes standards. At the time of completion, a four (4) year maintenance bond for the sewer and watermain improvements must be submitted.
 - (g) Street Right of Way. At the time of Final Plat, the following street right-of-way dedications shall be granted to the City in complete satisfaction of Property Owner's obligations with respect to the costs of construction, maintenance, use, repair and/or removal of the roadway and appurtenances thereto.
 - (i.) 15-Feet along SE 37th Street, Right of Way
 - (ii.) 60-Feet for future SE 41st Street, Right-of-Way
 - (iii.) 60-Feet for future SE Park Drive, Right-of-Way
- 6) Amendment Procedure. The terms of this Agreement may be amended by mutual agreement of the Parties hereto, following a notification process to surrounding Property Owners, a review by the Grimes Planning and Zoning Commission and a Public Hearing before the Grimes City Council.
- 7) Security; Lien Rights of City. In the event that the City makes any payments or incurs any costs in connection with the Improvements, which payments or costs are agreed to be paid by Property Owner pursuant to this Agreement, Property Owner hereby agrees that the City shall have a lien on the Property in the amount agreed to be paid by Property Owner, subordinate to any mortgage or land contract encumbering the property. Such lien by the City shall be released by written instrument recorded upon payment in full of the amount that Property Owner is obligated to pay. In the event that such a lien arises, the parties agree that the Property subject to such lien shall not be further platted or divided and no building permits shall issue until such lien is satisfied or other arrangements are made satisfactory to the City.
- 8) Assignment. In addition to the lien rights described in this Agreement, the City shall have all remedies available to it at law or in equity under the laws of the State of Iowa. In the event that Property Owner sells a plat to a new owner, the City hereby agrees to the assignment of the obligations created under this Agreement to the purchaser.

- 9) 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.
- 10) 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.
- 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 first above written.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.)

CITY OF GRIMES, IOWA

By: [Signature]

Scott Mikkelsen, Mayor

Attest:

[Signature]

Rochelle Williams, City Clerk

STATE OF IOWA)

) ss.

COUNTY OF POLK)

On this 23 day of November, 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. Motion adopted by the City Council, under Roll Call of the City Council on the 23 day of November, 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.



[Signature]

Notary Public in and for the

State of Iowa

My Commission expires 4-19-2022

PROPERTY OWNER

~~Obert Family Trust~~ **ATI**

By: _____

Signature: _____

Title: _____

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 _____, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Notary Public in and for the

State of Iowa

My Commission expires _____

Exhibit A - Legal Description

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.

Exhibit B - Master Plan

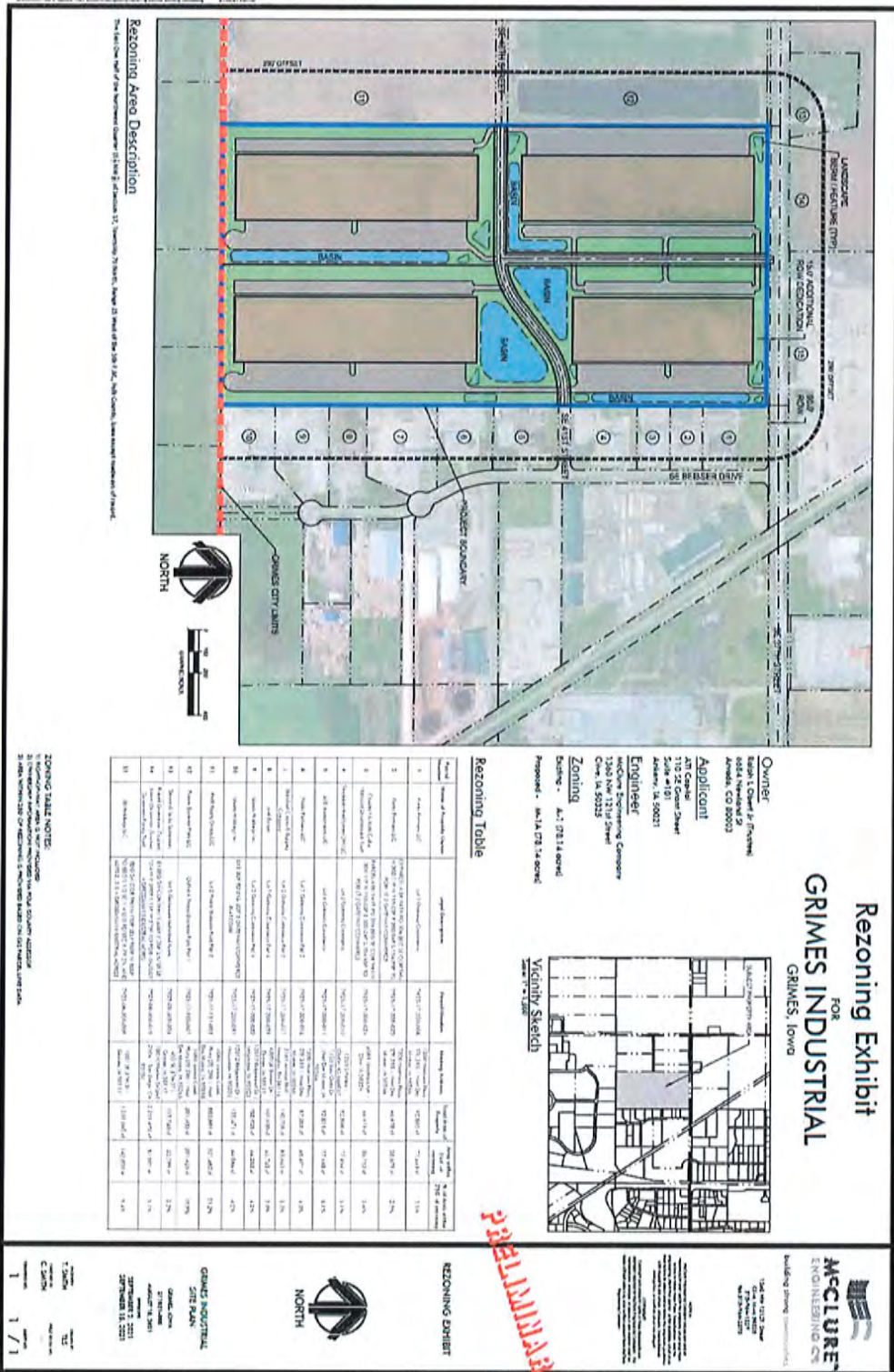
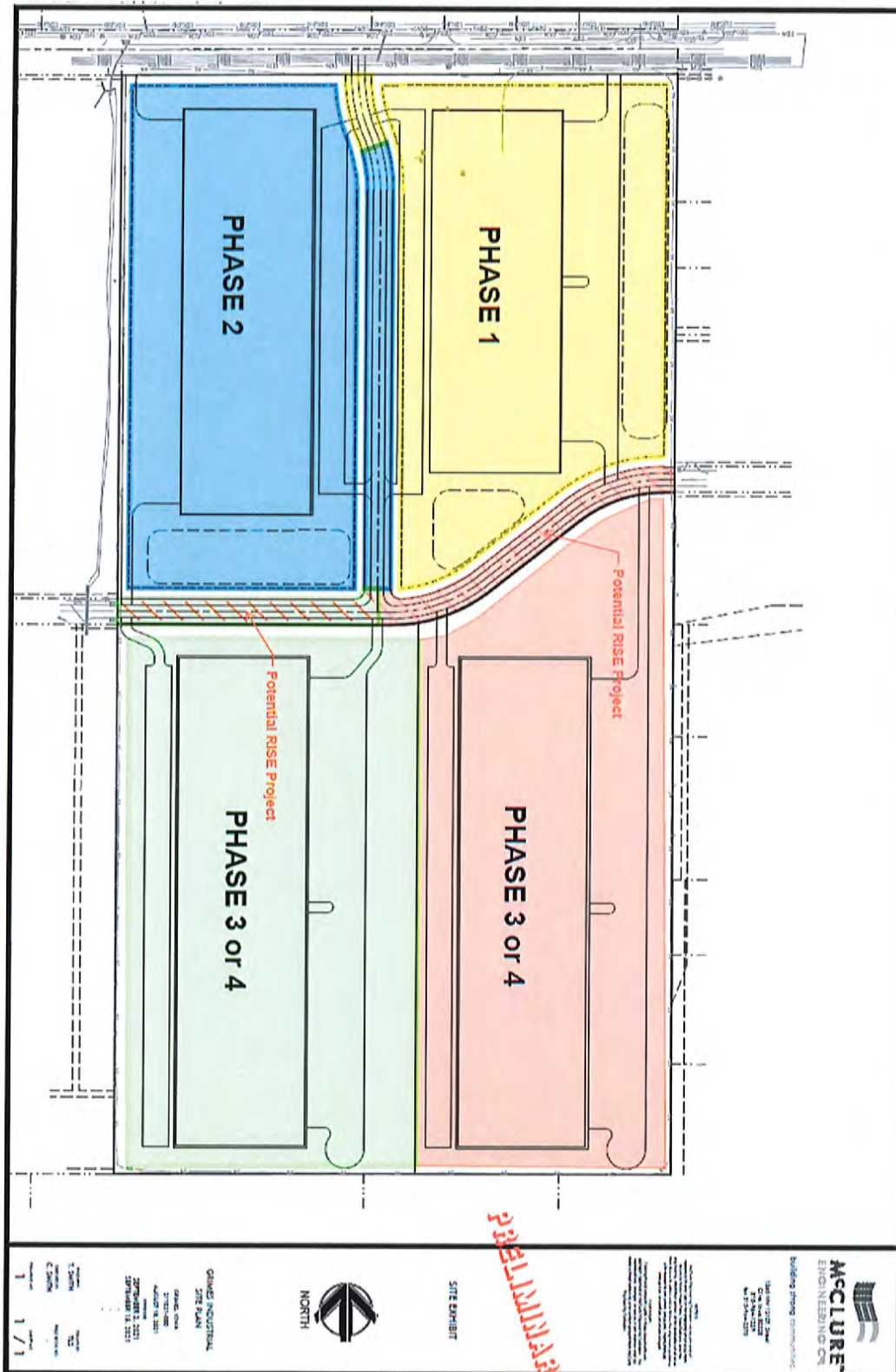


Exhibit C – Phasing Plan





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.

RESOLUTION NO. 12-0221

RESOLUTION APPROVING PUBLIC PURPOSE POLICY

WHEREAS, the City Council recognizes and supports the principle that taxpayer funds are to be expended only for legitimate public purposes; and

WHEREAS, policy guidelines for expenditure of city funds have been established; and

WHEREAS, the attached Public Purpose Policy repeals and replaces Resolution 03-1019 and any prior Public Purchase Policy which are inconsistent with this policy

WHEREAS, the City Council of the City of Grimes desires to approve and adopt the Public Purpose Policy; and

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

1. That Grimes City Council adopts the Public Purpose Policy, a copy of which is attached, is hereby approved.

PASSED AND APPROVED this 14th day of December, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

RESOLUTION #12-0221 "A RESOLUTION APPROVING PUBLIC PURPOSE POLICY"

SECTION 1 – POLICY

The City Council recognizes and supports the principle that taxpayer funds are to be expended only for legitimate public purposes. The City Council, therefore, believes it is important to designate those expenditures for officials, managers, and employees, which are in addition to salaries and benefits authorized and/or specified in and legitimate expense reimbursements, that also serve a legitimate public purpose.

The following are policy guidelines for the expenditure of City funds for the recognition of employees, elected officials, City Council/Board/Commission members, the purchase of sustenance supplies and the purchase of food for special employee events. The City Council authorizes the expenditure of City funds for City officials, managers, and employees, for the following purposes, as these are commonly-granted benefits for employees and officials in public and private organizations which aid in recruitment of personnel, promote improvement of staff morale and cooperation, and assist in building a commitment to the City, thus assisting in creating a more service-focused environment.

SECTION 2 – OBJECTIVES

The City may contribute to the following:

1. Food for special employee events, such as, but not limited to, strategic planning workshops, and other events deemed appropriate by the City Administrator.
2. Staff appreciation meal that Council members and employees attend (a limited number of invited community members may be invited also), twice per calendar year, once in December for the winter holiday and once mid-year during the summer, to recognize employee contributions and to promote communication between Council members, City management, and other staff members.
3. Meals on or off-site during staff development (in-service) meetings, committee meetings or similar events with prior approval from the City Administrator. This is to promote a more efficient day so that staff members and attendees do not leave the premises.
5. Sustenance supplies for the City's use, to include, but not be limited to, the following items: Coffee, coffee creamer, coffee filters, sweetener, paper products including plates, cups, and utensils, paper towels or napkins and any products deemed necessary by the Department Director and falling under the term "sustenance".
6. Reception and/or award for an employee (director, regular full-time, and regular part-time) retirement. The City Clerk's office will be responsible for planning and executing the reception with input from the department. Items may include: cake, cookies, pies or other deserts, plates, napkins, cutlery, flowers, non-alcoholic beverages and card. The City funded

reception should be a simple “cake and punch” type gathering. Plaque or similar gift shall be ordered by City Clerk.

8. Food for employee birthdays, not to exceed \$125 per occurrence, and not to occur more frequently than monthly, with all employee birthdays falling within said month to be recognized.

9. Recognition of elected or appointed officials (City Council/City Administrator/Department Director/City Attorney) will be by the presentation of a plaque or similar gift at the end of service along with a reception. Plaque or similar gift shall be ordered through the City Clerk.

10. Flowers or a plant to an employee, manager, or appointed official who experiences a death in the household, or immediate family member, as determined in the discretion of the City Clerk and Department Director/supervisor. When requested by the family of the deceased, a memorial may be made to a charitable organization in the amount of \$75.00, in lieu of flowers or a plant. Flowers or memorials will be handled by the City Clerk’s office.

PASSED AND APPROVED this December 14, 2021.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk

RESOLUTION REAPPOINTING CITY OFFICIALS

Grimes Resolution No.12-0321

WHEREAS, City Code requires reappointment of City Officials following the regular city election; and,

WHEREAS, the Council shall appoint by majority vote the City Clerk and City Attorney to serve for a term of two (2) years, and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, reappointment of Rochelle Williams as City Clerk and Whitfield and Eddy Law as City Attorney.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 14th day of December, 2021, and approved by the Mayor on the 14th day of December, 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 December 14, 2021

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Heritage at Grimes Plat 7 Lot 14.

SYNOPSIS: The owner of 1201 NE 22nd St 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 Heritage at Grimes Plat 7.

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 Heritage at Grimes Plat 7 Lot 14.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 14 IN HERITAGE AT GRIMES PLAT 7
1201 NE 22ND STREET

WHEREAS, the owners of Lot 14 in Heritage at Grimes Plat 7 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 14, Heritage at Grimes Plat 7, 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 14th day of December, 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 Donald Crosse and Vicki Crosse, 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 14 of Heritage at Grimes Plat 7 (1201 NE 22nd 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 July 10, 2018 recorded on March 8, 2019, in Book 17255, Page 956, 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.

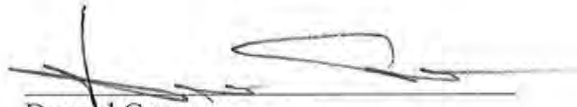
5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement 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.

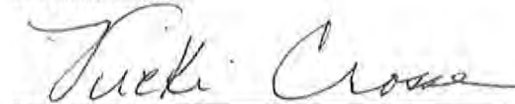
The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the 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 22nd day of November, 2021

PROPERTY OWNERS

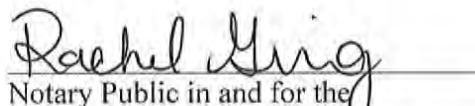

Donald Crosse


Vicki Crosse

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 22nd day of November, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald Crosse, 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.



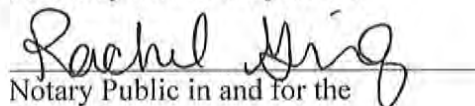

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2022

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 22nd day of November, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Vicki Crosse, 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 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 _____

EXHIBIT A

EASEMENT AREA

A 4' ornamental fence has been proposed to be constructed in an overland flowage easement on Lot 14 of Heritage at Grimes Plat 7 (1201 NE 22nd St) in accordance to permit number FN-21-07102.

Council Meeting 12.14.2021

ABD Renewals

Mustang Grill: 213 SE Main: Class C Liquor License, Outdoor Service & Sunday Sales



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY
TOWNSELL, LLC

NAME OF BUSINESS(DBA)
MUSTANG GRILL

BUSINESS
(515) 556-3220

ADDRESS OF PREMISES
213 SE MAIN STREET

CITY
Grimes

COUNTY

ZIP
50111

MAILING ADDRESS
P.O. BOX 131

CITY
GRIMES

STATE
Iowa

ZIP
50111

Contact Person

NAME
JOEY TOWNSELL

PHONE
(515) 556-3220

EMAIL
mustanggrill2014@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0040561	Class C Liquor License	12 Month	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE
Jan 24, 2022

TENTATIVE EXPIRATION DATE
Jan 23, 2023

LAST DAY OF BUSINESS

SUB-PERMITS
Class C Liquor License



PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
JOEY TOWNSELL	GRIMES	Iowa	50111	CEO / OWNER	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Farm Bureau Mutual Insurance Co

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



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

AGENDA MEMO

For Meeting of December 14, 2021

AGENDA HEADING:

Resolution Accepting Certain Easements Associated with the Grimes WRA Connector Project Located on Lot 1 of Dallas Center Grimes High School Plat 1

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.

In this particular case, a portion of the proposed sewer will be constructed just west of the main drive on the Dallas Center Grimes High School property.

The Dallas Center Grimes School District recognizes the importance of this project not only for the City of Grimes, but also for the School District as it represents opportunities for growth. As such, they have agreed to transfer the easements at no cost.

FISCAL IMPACT:

Savings of \$45,000

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. _____

RESOLUTION ACCEPTING CERTAIN EASEMENTS ASSOCIATED WITH THE GRIMES
WRA CONNECTOR PROJECT LOCATED ON LOT 1 OF DALLAS CENTER GRIMES
HIGH SCHOOL PLAT 1

WHEREAS, the owner of certain property described on Exhibit A in the City of Grimes, Iowa (the “Properties”) have submitted to the City of Grimes certain easements outlined below connection with the construction of the Grimes WRA Connector Project.

WHEREAS, the City desires to accept the easements; and

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

1. That the Permanent Easement for Sanitary Sewer Right-of-Way is hereby accepted.
2. That the Temporary Easement for Construction and Construction-Related Activities is hereby accepted.
3. That the City Clerk of the City of Grimes is hereby authorized to execute the easements and record them with the Dallas County Recorder

PASSED AND APPROVED this ____ day of _____, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

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

LOT 1 – DALLAS CENTER GRIMES HIGH SCHOOL PLAT 1

PERMANENT EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

Dallas Center-Grimes Community School District (hereinafter referred to as the "Grantor"), in consideration of One and 0/100 Dollars (\$1.00) to be paid by the City of Grimes, Iowa, does hereby convey unto the City of Grimes, Iowa (hereinafter "Grantee" or "City"), a Permanent Easement Sanitary Sewer Right-of-Way under, over, through and across the property described and depicted on the Easement Plat attached hereto as Exhibit "A" (hereinafter referred to as the "Easement Area") for all activities related to the purpose of Grantee constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with the necessary appurtenances thereto, under, over and through said Easement Area.

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Grantee.
2. **PLANTINGS.** The planting of trees and shrubs is prohibited within the Easement Area.
3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation, or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
4. **USE BY GRANTEE.** The Grantee, its agents, contractors, employees and assigns shall have the limited right to access the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area for the limited purpose permitted in this Agreement. This Easement allows the Grantee, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; and (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area. This right of access shall begin on the date that Grantor executes this document.

5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns and on Grantee's successors and assigns. Grantee may choose to quit claim all its interest in the property interests and sewer to the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA") upon completion of the project and acceptance of the Grimes Connector Sewer by the WRA.
6. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received final approval and acceptance by the Grimes City Council by Resolution, which approval and acceptance shall be noted on this Easement.
7. **PROPERTY RESTORATION.** Upon completion of any construction, repair, enlargement, or maintenance work within the Easement Area, the Grantee shall restore the Easement Area to its original condition in a good and workmanlike manner, including restoration of the lawn by sodding.

Grantor has good and lawful authority to convey the Easement Area, subject to Iowa Code §§ 297.22 and 297.25.

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.

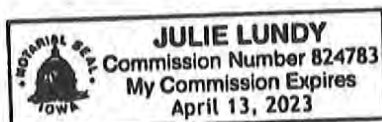
Signed this 22nd day of November, 2021.

DALLAS CENTER-GRIMES COMMUNITY SCHOOL DISTRICT

By: Kathleen L. Lofgren By: Michelle R. Wearmouth
Board President Michelle R. Wearmouth, Board Secretary

STATE OF IOWA, COUNTY OF DALLAS:

On November 22, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Doug Rants and Michelle R. Wearmouth, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of the Board of Directors of the Dallas Center-Grimes Community School District, the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by the authority of its Board of Directors; and that the President and Secretary, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Julie Lundy
NOTARY PUBLIC IN AND FOR SAID STATE

ACCEPTANCE BY GRANTEE:

APPROVAL AND ACCEPTANCE:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

TEMPORARY EASEMENT FOR CONSTRUCTION AND CONSTRUCTION-RELATED ACTIVITIES

Dallas Center-Grimes Community School District (hereinafter referred to as the "Grantor"), in consideration of One and 0/100 Dollars (\$1.00) to be paid by the City of Grimes, Iowa (hereinafter referred to as the "Grantee" or "City"), upon final approval and acceptance of this Easement by the City Council of the City of Grimes, Iowa, does hereby convey unto the City of Grimes, Iowa, a Temporary Easement for Construction and Construction-Related Activities under, over, through and across the property described and depicted on the Easement Plat attached hereto as Exhibit " A" (hereinafter referred to as the "Easement Area") Said Easement allows the Grantee, its agents, contractors and employees, and other permitted parties to enter the Easement Area for the Grimes WRA Connector Project ("Project"), which purpose includes any and all construction-related activities, and includes but is not limited to the following: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) trimming and/or removal of trees and landscaping within or encroaching upon the Easement Area; and (4) soil and groundwater analysis and related requirements.

It is understood that, upon completion of this Project, the Grantee shall restore the Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the Grantee and/or permitted parties during the course of construction.

1. **DURATION.** This Easement shall be in effect beginning on the date that the Grantor signs this document until the earlier of: (i) completion of construction of the improvements described herein, or (ii) December 31, 2024. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.
2. **REMOVAL OF EQUIPMENT.** Grantee and Grantee's contractors will remove all of their materials and equipment from the Easement Area on or before the date this Easement expires under Section 1 hereof.

3. **INDEMNIFICATION.** The Grantee shall indemnify, defend, and hold the Grantor harmless for any liability related to Grantee's use of the Easement Area, except to the extent directly caused by the Grantor's negligence.

Signed this 22nd day of November, 20 21.

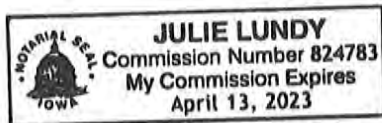
DALLAS CENTER-GRIMES COMMUNITY SCHOOL DISTRICT

By: Kathleen Lobsenz
Board President

By: Michelle R. Wearmouth
Michelle R. Wearmouth, Board Secretary

STATE OF IOWA, COUNTY OF DALLAS:

On November 22, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Doug Rants and Michelle R. Wearmouth, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of the Board of Directors of the Dallas Center-Grimes Community School District, the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by the authority of its Board of Directors; and that the President and Secretary, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Julie Lundy
NOTARY PUBLIC IN AND FOR SAID STATE

ACCEPTANCE BY GRANTEE:

APPROVAL AND ACCEPTANCE:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

EXHIBIT A

EASEMENT PLAT FOR PERPETUAL SANITARY SEWER BEING CONVEYED TO THE CITY OF GRIMES

OWNER/MAILING ADDRESS

DALLAS CENTER-GRIMES
COMMUNITY SCHOOL DISTRICT
PO BOX 512
1414 WALNUT ST. SUITE 200
DALLAS CENTER, IA 50063

PHYSICAL ADDRESS

2555 W 1ST ST.
GRIMES, IA 50111

PARCEL NO.

0836451001

PERPETUAL SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 1, DALLAS CENTER-GRIMES HIGH SCHOOL PLAT 1, AN OFFICIAL PLAT IN THE CITY OF GRIMES, DALLAS COUNTY, IOWA DESCRIBED AS A 30.00 FOOT WIDE EASEMENT BEING 15.00 FEET ON BOTH SIDES OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 00°03'06" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 75.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°51'42" EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 21.85 FEET TO THE POINT OF BEGINNING; THENCE NORTH 26°45'49" EAST, 60.36 FEET; THENCE NORTH 00°09'08" WEST, 350.17 FEET; THENCE NORTH 22°20'42" EAST 52.26 FEET; THENCE NORTH 00°09'07" WEST, 2113.23 FEET TO THE POINT OF TERMINUS. EASEMENT CONTAINS 1.77 ACRES (77,281 SQUARE FEET) AND SAID EASEMENT SHALL SHORTEN OR EXTEND TO PROPERTY LINES AT THE POINT OF BEGINNING AND POINT OF TERMINUS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A PART OF LOT 1, DALLAS CENTER-GRIMES HIGH SCHOOL PLAT 1, AN OFFICIAL PLAT IN THE CITY OF GRIMES, DALLAS COUNTY, IOWA DESCRIBED AS A 70.00 FOOT WIDE EASEMENT BEING 35.00 FEET ON BOTH SIDES OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 00°03'06" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 75.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°51'42" EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 21.85 FEET TO THE POINT OF BEGINNING; THENCE NORTH 26°45'49" EAST, 60.36 FEET; THENCE NORTH 00°09'08" WEST, 350.17 FEET; THENCE NORTH 22°20'42" EAST 52.26 FEET; THENCE NORTH 00°09'07" WEST, 2113.23 FEET TO THE POINT OF TERMINUS, EXCEPT PERPETUAL EASEMENT REFERENCED ABOVE. EASEMENT CONTAINS 2.36 ACRES (102,743 SQUARE FEET). SAID EASEMENT SHALL SHORTEN OR EXTEND TO PROPERTY LINES AT THE POINT OF BEGINNING AND POINT OF TERMINUS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

GRIMES - WRA CONNECTOR



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

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

1-05-2021
DATE

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

SHEETS 1 AND 2

REVISED 10-29-2020
REVISED 12-28-2020

1
1/2
2001.043

LOT 1, DALLAS CENTER -
GRIMES HIGH SCHOOL PLAT 1
EASEMENT PLAT

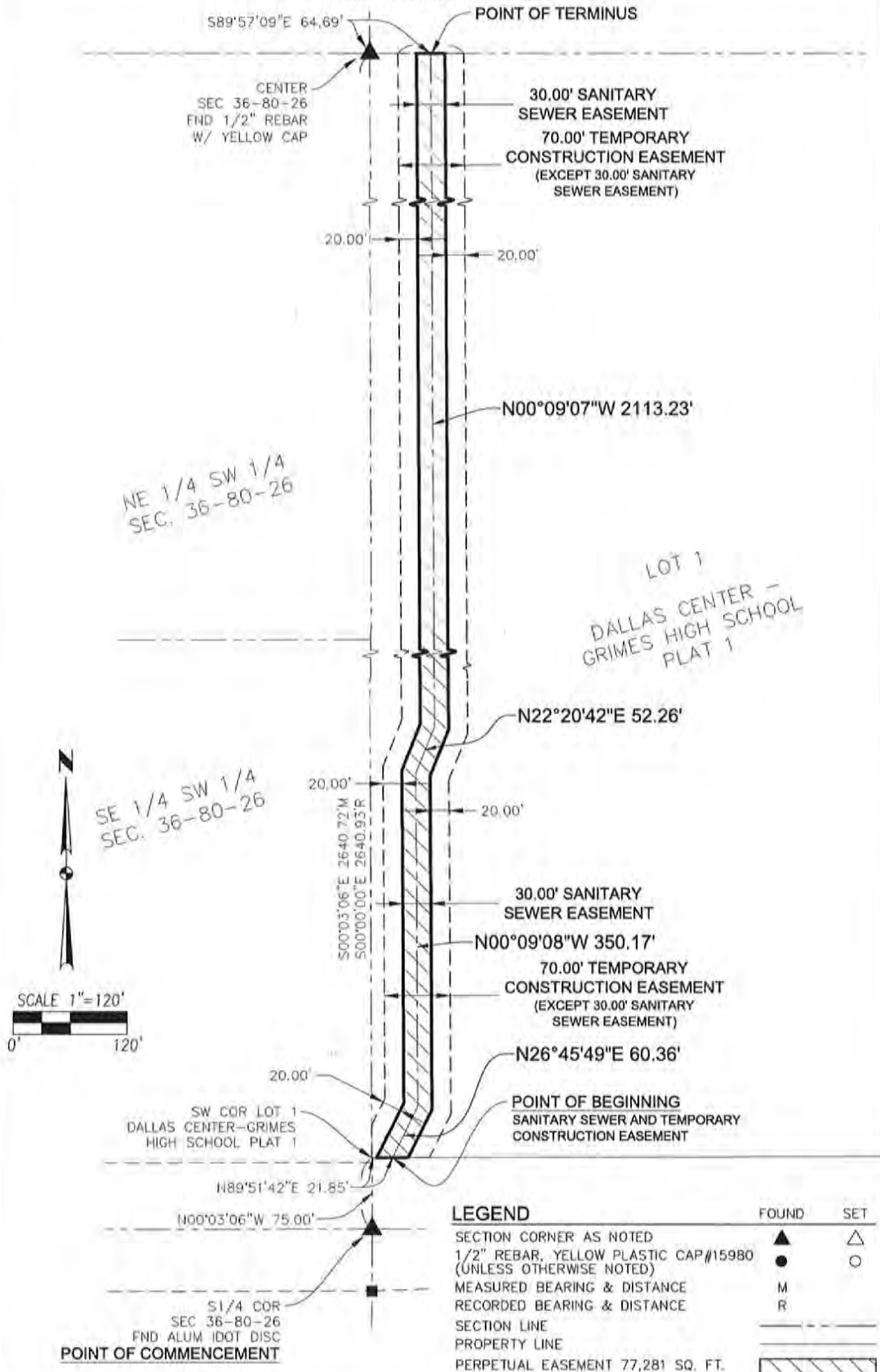
GRIMES, IOWA

GA
CIVIL DESIGN ADVANTAGE

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

EASEMENT PLAT

FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES



2/2
2001.043

LOT 1, DALLAS CENTER -
GRIMES HIGH SCHOOL PLAT 1
EASEMENT PLAT

GRIMES, IOWA

GA
CIVIL DESIGN ADVANTAGE

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



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

AGENDA MEMO

For Meeting of December 14, 2021

AGENDA HEADING: Resolution Accepting Public Improvements in Willow Hills Plat 1

SYNOPSIS: The public improvements have been completed and in a condition to be accepted by the City and the City engineer has recommended such acceptance.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Willow Hills Plat 1 Final Plat - 2021

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Accepting Public Improvements in Willow Hills Plat 1.

RESOLUTION NO. 12-1221

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN
WILLOW HILLS PLAT 1

WHEREAS, approval of the final plat for Willow Hills Plat 1 (the “Plat”) has previously been given by resolution of the Grimes City Council; and

WHEREAS, at the time of approval of the final plat, certain public improvements within the Plat were not completed, and the City and Willow Hills LLC. (the “Developer”) entered into an Agreement to Complete Public Improvements for the Plat, recorded on September 16, 2021 in Book 18754, Page 580-582; and

WHEREAS, the public improvements are now completed, and in a condition to be formally accepted by the City, and the City engineer has recommended such acceptance.

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

1. That the public improvements in Willow Hills Plat 1, including water mains, storm sewers, sanitary sewers and streets are hereby accepted and incorporated into the respective water main, storm sewer, sanitary sewer and street systems in the City of Grimes, and the City Clerk is hereby directed to return to the Developer any bonds or checks securing the completion of the public improvements hereby accepted.
2. That the obligations of Developer with respect to Willow Hills Plat 1 under the Agreement to Complete Public Improvements are hereby declared to be satisfied.

This resolution shall be filed of record with the Polk County, Iowa Recorder.

PASSED AND APPROVED this 14th day of December, 2021.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

CERTIFICATE OF COMPLETION

Willow Hills Plat 1

Grimes, Iowa

December 14, 2021

This is to certify that the construction improvements on *Willow Hills Plat 1* have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Tony Hanson

Senior Engineering Technician



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

AGENDA MEMO

For Meeting of December 14, 2021

AGENDA HEADING: Resolution Satisfying Agreement to Complete for Hope Commercial Plat 2

SYNOPSIS: The obligations of Developer with respect to Hope Commercial Plat 2 under the Agreement to Complete Public Improvements have been satisfied and the public improvements have been completed and in a condition to be accepted by the City and the City engineer has recommended such acceptance.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Hope Commercial Plat 2 Final Plat - 2020

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Satisfying Agreement to Complete for Hope Commercial Plat 2.

RESOLUTION NO. 12-1321

RESOLUTION SATISFYING AGREEMENT TO COMPLETE FOR HOPE
COMMERCIAL PLAT 2

WHEREAS, approval of the final plat for Hope Commercial Plat 2 (the “Plat”) has previously been given by resolution of the Grimes City Council; and

WHEREAS, at the time of approval of the final plat, certain public improvements within the Plat were not completed, and the City and Hope K Farms, LLC (the “Developer”) entered into an Agreement to Complete Public Improvements for the Plat, recorded on June 23, 2020 in Book 17906, Page 562-564; and

WHEREAS, the public improvements are now completed and in a condition to be formally accepted by the City, and the City engineer has recommended such acceptance.

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

1. That the obligations of Developer with respect to Hope Commercial Plat 2 under the Agreement to Complete Public Improvements are hereby declared to be satisfied.

This resolution shall be filed of record with the Polk County, Iowa Recorder.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

CERTIFICATE OF COMPLETION

Hope Commercial Plat 2

Grimes, Iowa

September 14, 2021

This is to certify that the construction improvements on *Hope Commercial Plat 2* have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Tony Hanson
Senior Engineering Technician



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

AGENDA MEMO

For Meeting of December 14, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Diligent Urban Hills 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 \$76.20 for the permanent and temporary easements.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = \$76.20

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. _____

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA
DILIGENT URBAN HILLS 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 ____ day of _____, 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. 1211400015
 PROJECT NO. N/A

COUNTY: Dallas
 PROJECT NAME: Grimes WRA Connector Project

TO: Diligent Urban Hills, LLC

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 Dallas 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>76.20</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 76.20 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>0</u> sq.ft.	\$ <u>0.00</u>
Temporary Easement(s)	<u>461</u> sq.ft.	\$ <u>76.20</u>
Landscaping/Other		\$ <u>0.00</u>
Total		\$ <u>0.00</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

By: Diligent Urban Hills, LLC

Marital Status: _____

X

By: _____

Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this 29 day of OCTOBER, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

TERRY LUTZ

or X to me personally known
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)

CASEY SCHAFFBUCH (Sign in Ink)
(Print/Type Name)
Notary Public in and for the State of IOWA

CAPACITY CLAIMED

BY SIGNER:

INDIVIDUAL

X CORPORATE

Title(s) of Corporate Officer(s):

MANAGER

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)

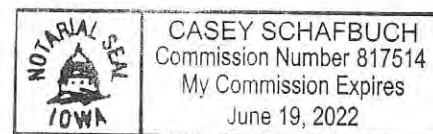
BUYER'S ACKNOWLEDGMENT

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



**TEMPORARY EASEMENT FOR CONSTRUCTION AND
CONSTRUCTION-RELATED ACTIVITIES**

Dilligent Urban Hills, LLC (hereinafter referred to as the "Grantor"), in consideration of _____ and ___/100 Dollars (\$_____) to be paid by the City of Grimes, Iowa (hereinafter referred to as the "Grantee" or "City"), upon final approval and acceptance of this Easement by the City Council of the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa, a Temporary Easement for Construction and Construction-Related Activities under, over, through and across the following described property.

PARCEL "B" IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M., DALLAS COUNTY, IOWA AS SHOWN ON THE PLAT OF SURVEY THEREOF RECORDED IN BOOK 1999 ON PAGE 10153 IN THE DALLAS COUNTY RECORDER'S OFFICE

Which property is also described and depicted on the plat attached hereto as Exhibit " A"

(hereinafter referred to as the "Easement Area") Said Easement allows the Grantee, its agents, contractors and employees, and other permitted parties including but not limited to electric, cable and telecommunications utilities and their respective agents, contractors and employees, a right of entry in, upon and onto the above described Easement Area for the Grimes WRA Connector Project ("Project"), which purpose includes any and all construction-related activities, and includes but is not limited to the following: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) trimming and/or removal of trees and landscaping within or encroaching upon the Easement Area; (4) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area; (5) laying, constructing, maintaining, operating, repairing and removing underground conduit, wires, cables, poles, guys, guy stubs, anchors and other necessary equipment incident thereto (including but not limited to transformers, switchgears, capacitors

and other associated surface mounted equipment); and (6) soil and groundwater analysis and related requirements.

It is understood that, upon completion of this Project, the Grantee shall restore the Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the Grantee and/or permitted parties during the course of construction, except that the following items shall not be restored by the Grantee or permitted parties but are instead compensated for the consideration paid for in this Easement by the Grantee as set forth above. (List items below or state "none").

None

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the Grantee and shall be subject to the following terms and conditions to which the Grantee, upon acceptance of this instrument by the Grantee, shall be deemed and to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Easement Area described shall be in effect beginning on the date that the Grantor signs this document until completion of construction of this improvement above described and the Grantee's performance of its obligation hereunder. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.
2. **GRANTOR'S REPRESENTATION AS TO TENANTS.**

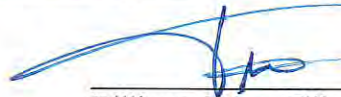
The Grantor states and warrants that there are no tenants on the property where the Property Interests are located, except as listed below:

None

Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify Grantee against any such claims as a result of this Project, unless the claim is due to Grantee's gross negligence.

3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the Grantee and/or permitted parties will remove all of said materials and equipment from the above-described premises within 10 days after the above described Project has been completed.
4. **SPECIAL PROVISIONS.** NONE.

Signed this 29 day of October, 2021.



Dilligent Urban Hills, LLC (Terry Lutz)

STATE OF IOWA)
) SS.

COUNTY OF POLK)

On this 29 day of OCTOBER, 2021, before me, the undersigned personally appeared TERRY LUTZ,
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.



CASEY SCHAFBUCH
Commission Number 817514
My Commission Expires
June 19, 2022



Notary Public in and for the State of Iowa

ACCEPTANCE BY GRANTEE:

APPROVAL AND ACCEPTANCE:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____ - _____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

128107

EASEMENT DRAWING

PROPERTY OWNER:
DILIGENT URBAN HILLS, LLC
BK2014 PG2353

FOR TEMPORARY CONSTRUCTION
BEING CONVEYED TO THE WRA

PARCEL NO.
1211400015

PHYSICAL ADDRESS:
NA

MAILING ADDRESS:
1360 NW 121st STREET SUITE A
CLIVE, IA 50325

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN PARCEL "B" IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M., DALLAS COUNTY, IOWA AS SHOWN ON THE PLAT OF SURVEY THEREOF RECORDED IN BOOK 1999 ON PAGE 10153 IN THE DALLAS COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF OUTLOT D IN URBAN HILLS PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF URBAN DALE, DALLAS COUNTY, IOWA THENCE NORTH 89°19'41" WEST ALONG THE NORTH LINE OF SAID OUTLOT D, 48.87 FEET; THENCE NORTH 87°48'47" EAST, 50.59 FEET TO THE EAST LINE OF SAID PARCEL "B"; THENCE SOUTH 00°08'04" EAST ALONG SAID EAST LINE, 19.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 461 SQUARE FEET OR 0.01 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

DRAWN TJP CHECKED ENG APPROVED HRV DATE 12-20-20

GRIMES - WRA CONNECTOR
WRA PROJECT NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

TE-5375

Rev/By

SHEET 2 OF 2

128107

GRIMES RESOLUTION NO. 12-1521

Resolution Authorizing City of Grimes to Enter into Settlement Agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., Agree to the Terms of the Iowa Opioid Allocation Memorandum of Understanding and Authorize Entry Into that Memorandum of Understanding

WHEREAS, negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the "Settling Defendants") have been ongoing for several years;

WHEREAS, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims involved in the Litigation;

WHEREAS, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in Iowa including to the State of Iowa and Participating Subdivisions including Polk County, as that term is defined in the Settlement Agreements, upon occurrence of certain events as defined in the Settlement Agreements ("Iowa Opioid Funds");

WHEREAS, the Allocation MOU divides Iowa Opioid Funds as follows: (i) 50% to the State ("the Iowa Abatement Share") and (ii) 50% to Participating Local Governments ("LG Share"), less fees and costs allocated to the Iowa Backstop Fund as set forth in Section D of the Allocation MOU and in this Resolution ("LG Abatement Share").

WHEREAS, 100% of the Iowa Abatement Share and the LG Abatement Share, regardless of allocation, shall be utilized only for Opioid Related Expenditures incurred after the Effective Date of this MOU. The list of approved Opioid Related Expenditures are set forth in Exhibit 1 to the MOU.

WHEREAS, Polk County has contracted with the Law Firms for representation in the Litigation and the Law Firms have been representing those entities since 2018 and in consideration for the Law Firms' representation, the County entered into a contract with the Law Firms for a 25% contingency fee applied to County's total recovery from any settlement.

WHEREAS, Polk County, by this Resolution, shall establish an account for the receipt of the LG Abatement Share consistent with the terms of this Resolution ("the LG Abatement Fund");

WHEREAS, Polk County's LG Abatement Fund shall be separate from Polk County's general fund, shall not be commingled with any other County funds, and shall be dedicated to funding opioid abatement measures throughout Polk County, including Grimes;

WHEREAS, the City of Grimes' participation in these settlement agreements increases the amount of the settlement funds allocated to Iowa and Polk County, and that it is in Grimes best interest to join in this settlement due to the drug programs that will be funded by Polk County and by the increase in funding that will occur by joining in the settlement;

NOW, THEREFORE, BE IT RESOLVED: that the City of Grimes Council hereby approves and authorizes the Mayor and/or City Attorney to settle and release Grimes's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation MOU and all exhibits thereto, including taking the following measures:

1. The execution of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto.
2. The execution of the Participation Agreement to the Janssen Settlement Agreement and any and all documents ancillary thereto.
3. The execution of the Allocation MOU by executing the Acknowledgement and Agreement to be Bound to Memorandum of Understanding.

Adopted by the Grimes City Council this 14th day of December, 2021.

Mayor Scott Mikkelson

ATTEST:

City Clerk Rochelle Williams

Subdivision Distributor Settlement Participation Form

Governmental Entity:	State: Iowa
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity's election to participate is specifically conditioned on the Iowa Opioid Allocation Memorandum of Understanding ("MOU") becoming effective by that MOU being executed both by the State, Litigating Local Governments comprising 95% of the total Litigating Local Government population and Local Governments comprising 80% of the total population of eligible Primary Subdivisions as defined and described in in the Settlement Agreements with a population over 30,000. Should the Iowa Allocation Memorandum of Understanding fail to become effective, this Election and Release shall be deemed void and no claims shall be released
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that is has filed.
4. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.
8. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
11. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may

exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Subdivision Janssen Settlement Participation Form

Governmental Entity:	State: Iowa
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity's election to participate is specifically conditioned on the Iowa Opioid Allocation Memorandum of Understanding ("MOU") becoming effective by that MOU being executed both by the State, Litigating Local Governments comprising 95% of the total Litigating Local Government population and Local Governments comprising 80% of the total population of eligible Primary Subdivisions as defined and described in in the Settlement Agreements with a population over 30,000. Should the Iowa Allocation Memorandum of Understanding fail to become effective, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

8. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
10. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

11. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

IOWA OPIOID ALLOCATION MEMORANDUM OF UNDERSTANDING

A. Definitions

As used in this Memorandum of Understanding (“MOU” or “Agreement”):

1. “Local Government” shall mean all Iowa Counties (regardless of population) and cities, villages, and towns located within the geographic boundaries of the State of Iowa with a population exceeding 10,000.¹
2. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU, including amounts obtained under Sections IV and V of the Distributor Master Settlement Agreement and Sections V and VI of the J&J Master Settlement Agreement. Separate amounts allocated to the State as restitution pursuant to Sections IX of the Distributor Master Settlement Agreement and Sections X of the J&J Master Settlement Agreement and amounts for reimbursement of attorneys’ fees and costs as set forth in Sections X of the Distributor Master Settlement Agreement and Section XI of the J&J Master Settlement Agreement and from similar state specific or private attorneys’ fees funds created by other Settlements are not “Opioid Funds.” For avoidance of doubt, payments to the Iowa Backstop Fund will be paid out of Opioid Funds as more specifically set forth in Section D of this MOU.
3. “Opioid Related Expenditure” shall mean an expenditure consistent with the categories enumerated in Exhibit E to the Distributor Master Settlement Agreement and the J&J Master Settlement Agreement found at <https://nationalopioidsettlement.com/> and attached hereto as Exhibit 1.
4. “Parties” shall mean the State of Iowa and Participating Local Governments.
5. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio.
6. “Participating Local Government” is any Local Government that agrees to be bound by a Settlement by Participation Agreement necessary to effectuate that Settlement or other similar document.
7. “Settlement” shall mean the negotiated resolution of legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant when that resolution has been

¹ The population figures contained in this MOU shall be derived from the published U.S. Census Bureau’s population estimates for July 1, 2019, released May 2020 as set for in the Distributor Master Settlement Agreement and the J&J Master Settlement Agreement.

jointly entered into by the Parties. For avoidance of doubt, a Settlement shall not include (i) any negotiated resolution of legal or equitable claims between the State and a Supply Chain Participant that is unrelated to the claims at issue in the matter captioned *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio or (ii) any negotiated resolution of legal or equitable claims between the State and a Supply Chain Participant that requires the Parties to allocate settlement proceeds in a specific manner or using specified allocation percentages inconsistent with this MOU

8. "Master Settlement Agreement" shall mean the agreements documenting a Settlement. For the purposes of this MOU the Distributor Master Settlement Agreement and the J&J Master Settlement Agreement found at <https://nationalopioidsettlement.com/> are Master Settlement Agreements under the meaning of this MOU.

9. "State" shall mean the State of Iowa.

B. Allocation of the Opioid Settlement Proceeds

1. Opioid Funds shall be allocated as follows: (i) 50% to the Iowa Abatement Fund ("Iowa Abatement Share") and (ii) 50% to Participating Local Governments, less fees and costs allocated to the Iowa Backstop Fund as set forth in Section D ("LG Abatement Share").
2. The Participating Local Governments may elect to use a Settlement Administrator ("Settlement Administrator") to receive and distribute Opioid Funds allocated to the LG Abatement Share pursuant to this MOU.
3. Opioid Funds shall not be considered funds of the Iowa Abatement Fund or any Local Government unless and until such time as an allocation is made to the Iowa Abatement Fund or any Participating Local Government pursuant to this Section.
4. The LG Abatement Share shall be distributed in direct payments to the Counties that are Participating Local Governments according to the National Negotiation Class Formula, in the amounts set forth on Exhibit 2 ("Direct Distribution Amount").
5. A County may elect to forego its Direct Distribution Amount by notifying the Settlement Administrator in writing of its decision. If a County makes an election to forego its Direct Distribution Amount, that amount reverts to the LG Abatement Share unless the County specifically designates that its share should revert to the Iowa Abatement Share.
6. Except as provided herein, nothing shall prohibit a County from sub-allocating any portion of its Direct Distribution Amount to the Iowa Abatement Fund or to a City that is a Participating Local Government within its jurisdiction provided, however, that the Iowa Abatement Fund or City must expend any such sub-allocation only on an Opioid Related Expenditure.

7. If a County sub-allocates Opioid Funds to a City within its jurisdiction, such suballocation shall be made according to an agreement between the County and the City requiring the use of the suballocated funds for an Opioid Related Expenditure and further providing that a use of funds inconsistent with an Opioid Related Expenditure shall make the funds subject to recoupment and otherwise disqualify the City from a future sub-allocation.
8. Except as provided herein, 100% of the Iowa Abatement Share and the LG Abatement Share, regardless of allocation, shall be utilized only for Opioid Related Expenditures incurred after the Effective Date of this MOU. The list of approved Opioid Related Expenditures are set forth in Exhibit 1 to this MOU. The Parties agree that at least 75% of the Iowa Abatement Share and the LG Abatement Share shall be utilized for only the "Core Strategies" listed in Schedule A of Exhibit 1 to this MOU.
9. The Parties may use up to 2.5% of the Iowa Abatement Share and the LG Abatement Share for administrative costs for Opioid Related Expenditures.

C. Compliance Reporting and Accountability

1. Every Participating Local Government that receives a Direct Distribution Amount shall create a separate fund on its financial books and records that is designated for the receipt and expenditure of the entity's Direct Distribution Amount, called the "LG Abatement Fund." Funds in an LG Abatement Fund shall not be commingled with any other money or funds of the Participating Local Government. A Participating Local Government may invest LG Abatement Fund funds consistent with the investment of other funds of a Participating Local Government.
2. Funds in a LG Abatement Fund may be expended by a Participating Local Government only for Opioid Related Expenditures. For avoidance of doubt, funds in a LG Abatement Fund may not be expended for costs, disbursements or payments made or incurred prior to the Settlement.
3. Each LG Abatement Fund shall be subject to audit in a manner consistent with Code of Iowa §§331.402(2)(i) and 11.6. Any such audit shall be a financial and performance audit to ensure that the LG Abatement Fund disbursements are consistent with the terms of this MOU. If any such audit reveals an expenditure inconsistent with the terms of this MOU, the Participating Local Government shall immediately redirect the funds associated with the inconsistent expenditure to an Opioid Related Expenditure.
4. Reporting
 - a. Each Participating Local Government that receives a Direct Distribution Amount must prepare and file a public annual report describing the expenditure of its Direct Distribution Amount. The report shall include, though is not limited to, a

narrative description of the funded programs; the dollar amount provided; and progress and/or outcomes of funded programs. Participating Local Governments may work together to prepare and file joint reports if they so choose.

- b. A Participating Local Government taking a suballocation of some amount of its Direct Distribution Amount pursuant to Section B(7) is responsible for including the expenditure of those funds and outcomes from those expenditures in the annual report required by Section C(4)(a), above.
 - c. The State may utilize the reports in order to report to the public on the use and effectiveness of the Opioid Funds in addressing the opioid crisis in Iowa.
- 5. Two or more Participating Local Governments may combine their respective Direct Distribution Amounts.
 - 6. Nothing shall prohibit Participating Local Governments from acting alone or together pursuant to Paragraph 5 or from entering into an agreement(s) relating to the securitization of Opioid Funds (and any allocation thereof) that are scheduled under a Settlement to be paid at a future date.
 - 7. Pursuant to Section B of this MOU the Iowa Abatement Fund and all Participating Local Governments shall use 100% of the Iowa Abatement Share and the LG Abatement Share for Opioid Related Expenditures.

D. Payment of Counsel and Opioid Litigation Expenses

- 1. Sixty-six of the Participating Local Governments ("Litigating Local Governments") have contracted with outside counsel ("Counsel") for representation in litigation against certain Pharmaceutical Supply Chain Participants and Counsel has been representing some of those entities since 2018. The Litigating Local Governments are set forth on Exhibit 2. In consideration for Counsel's representation, each of the Litigating Local Governments entered into a contract with its Counsel for a 25% contingency fee applied to each Litigating Local Government's recovery.
- 2. The Distributor Master Settlement Agreement and the J&J Master Settlement Agreement provide for the payment of attorneys' fees and legal expenses owed by States and Participating Local Governments to outside counsel retained for litigation against the Defendants in those agreements. To effectuate this, the Court in the MDL Litigation has established a fund to compensate attorneys for services rendered and expenses incurred that have benefitted plaintiffs generally in the litigation (the "National Attorney Fee Fund").
- 3. Counsel for the Litigating Local Governments intends to make application to the National Attorney Fee Fund. Because there is still uncertainty regarding what Counsel will recover as compensation for the large volume of work done and the large out of pocket expense of the Litigation, and whereas the Litigating Local Governments desire

to fairly compensate Counsel for the work done on behalf of Litigating Local Governments, the Parties agree that the Participating Local Governments will create an Iowa attorneys' fees and costs fund (the "Iowa Backstop Fund") to compensate Counsel only in the event Counsel does not recover from the National Attorney Fee Fund an amount equal to 15 % of the LG Abatement Share attributable to the Litigating Local Governments, less any amounts a Litigating Local Government suballocates to one or more Cities within its jurisdiction ("Net Direct Distribution Amount"). For the avoidance of doubt, collectively, Counsel are limited to being paid, at most, and assuming adequate funds are available under the National Attorney Fee Fund and the Iowa Backstop Fund, attorneys' fees totaling fifteen percent (15%) of the total Net Direct Distribution Amount for all Litigating Local Governments.

4. Counsel must first seek recovery at the National Attorney Fee Fund before applying to the Iowa Backstop Fund and may not recover from the Iowa Backstop Fund any amounts recovered at the National Attorney Fee Fund.
5. Counsel can seek payment from the Iowa Backstop Fund only for the difference between what they have collected from the National Attorney Fee Fund and the amount to which they are entitled under Paragraph D(3), above.
6. If Counsel receives fees/costs for common benefit work from the National Attorney Fee Fund, when determining "amounts recovered" for purposes of this Section D, those fees/costs received from the National Attorney Fee Fund for common benefit work will be allocated proportionately across all of their local governmental clients based on the Negotiation Class Model to allocate the appropriate portion to Iowa Litigating Local Governments.
7. The Iowa Backstop Fund shall be funded as follows: from the Opioid Funds Allocated to Participating Local Governments pursuant to this MOU, the Settlement Administrator shall deposit in the Iowa Backstop Fund an amount equal to 15% of the total Net Direct Distribution Amount for all Litigating Local Governments and distribute the remainder of the funds allocated to Participating Local Governments as set forth in Section B above. No funds from the Iowa Abatement Share shall be used to pay attorneys' fees and no funds from the Iowa Abatement Share shall be paid to the Iowa Backstop Fund.
8. Any funds remaining in the Iowa Backstop Fund in excess of the amounts needed to cover the deficiency in attorneys' fees as provided in this Section shall revert back to the LG Abatement Share and shall be allocated to the Participating Local Governments as provided in Section B.
9. The Settlement Administrator shall be responsible for receiving requests for and allocating payments to Counsel from the Iowa Backstop Fund. Counsel seeking payment from the Iowa Backstop Fund shall provide all documents and information required and/or sought by the Settlement Administrator.

10. The Settlement Administrator is authorized to provide information regarding requests for and payment from the Iowa Backstop Fund to the Attorney General, upon request.
11. The Iowa Backstop Fund will not be funded by proceeds from any resolution in the matter of *In re Purdue Pharma L.P., et. al.*, Docket No. 19-23649 in the Bankruptcy Court for the Southern District of New York.

E. Minimum Participation

1. This Agreement shall become effective at the time when Litigating Local Governments comprising 95% of the total Litigating Local Government population and Local Governments comprising 80% of the total population of eligible Primary Subdivisions as defined and described in in the Settlement Agreements with a population over 30,000 people sign this MOU ("MOU Effective Date").
2. For avoidance of doubt, a list of the Litigating Local Governments and eligible Primary Subdivisions with a population over 30,000 people whose participation is required to achieve the MOU Effective Dates as set forth above is attached hereto as Exhibit 3.

F. Other Terms

1. The Parties agree to make such amendments as necessary to implement the intent of this agreement. After this Agreement becomes effective, amendments may only be made to this Agreement if approved in writing by the Attorney General and at least 51% of the Participating Local Governments.
2. This Agreement shall be governed by and construed under the laws of the State of Iowa using Iowa law. Any action related to the provisions of this Agreement, except as otherwise provided in the Master Settlement Agreements or Future Resolutions, must be adjudicated by the Iowa state courts of Polk County in the State of Iowa.
3. This Agreement does not supersede or alter the terms of the Master Settlement Agreements except to the extent those terms allow for a State-Subdivision Agreement to do so.
4. If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.
5. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this Agreement.

6. Each person signing this Agreement represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the named governmental entity, and that all necessary.

IN WITNESS WHEREOF, the parties hereby execute this MOU as of the date set forth below.

ON BEHALF OF THE STATE OF IOWA:

Attorney General Thomas J. Miller Date: _____

ON BEHALF OF THE LOCAL GOVERNMENTS:

Adair County Date: _____
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Adams County Date: _____
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Allamakee County Date: _____
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Exhibit 1

EXHIBIT E

List of Opioid Remediation Uses

**Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").¹⁴

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO
REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT ("MAT")
DISTRIBUTION AND OTHER OPIOID-RELATED
TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARP”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions ("CTP"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("NAS"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE
PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Exhibit 2 - Direct Distribution Percentages

	99	66	100%
Local Government	County	Litigating Entity	% of LG bucket
<i>Adair County</i>	Adair	Yes	0.256%
<i>Adams County</i>	Adams	Yes	0.112%
<i>Allamakee County</i>	Allamakee	Yes	0.446%
<i>Appanoose County</i>	Appanoose	Yes	0.532%
<i>Audubon County</i>	Audubon	Yes	0.121%
<i>Benton County</i>	Benton	Yes	0.519%
<i>Black Hawk County</i>	Black Hawk	Yes	3.342%
<i>Boone County</i>	Boone		0.823%
<i>Bremer County</i>	Bremer	Yes	0.731%
<i>Buchanan County</i>	Buchanan	Yes	0.377%
<i>Buena Vista County</i>	Buena Vista	Yes	0.327%
<i>Butler County</i>	Butler		0.271%
<i>Calhoun County</i>	Calhoun	Yes	0.189%
<i>Carroll County</i>	Carroll	Yes	0.603%
<i>Cass County</i>	Cass		0.336%
<i>Cedar County</i>	Cedar	Yes	0.366%
<i>Cerro Gordo County</i>	Cerro Gordo	Yes	1.630%
<i>Cherokee County</i>	Cherokee	Yes	0.238%
<i>Chickasaw County</i>	Chickasaw	Yes	0.243%
<i>Clarke County</i>	Clarke		0.305%
<i>Clay County</i>	Clay	Yes	0.296%
<i>Clayton County</i>	Clayton	Yes	0.457%
<i>Clinton County</i>	Clinton	Yes	1.459%
<i>Crawford County</i>	Crawford		0.331%
<i>Dallas County</i>	Dallas	Yes	1.478%
<i>Davis County</i>	Davis		0.154%

<i>Decatur County</i>	Decatur		0.253%
<i>Delaware County</i>	Delaware	Yes	0.302%
<i>Des Moines County</i>	Des Moines	Yes	1.568%
<i>Dickinson County</i>	Dickinson		0.332%
<i>Dubuque County</i>	Dubuque		2.745%
<i>Emmet County</i>	Emmet	Yes	0.175%
<i>Fayette County</i>	Fayette	Yes	0.528%
<i>Floyd County</i>	Floyd		0.329%
<i>Franklin County</i>	Franklin		0.211%
<i>Fremont County</i>	Fremont	Yes	0.205%
<i>Greene County</i>	Greene		0.358%
<i>Grundy County</i>	Grundy		0.323%
<i>Guthrie County</i>	Guthrie		0.231%
<i>Hamilton County</i>	Hamilton	Yes	0.350%
<i>Hancock County</i>	Hancock	Yes	0.190%
<i>Hardin County</i>	Hardin	Yes	0.449%
<i>Harrison County</i>	Harrison	Yes	0.618%
<i>Henry County</i>	Henry	Yes	0.445%
<i>Howard County</i>	Howard	Yes	0.171%
<i>Humboldt County</i>	Humboldt	Yes	0.193%
<i>Ida County</i>	Ida	Yes	0.168%
<i>Iowa County</i>	Iowa		0.266%
<i>Jackson County</i>	Jackson		0.549%
<i>Jasper County</i>	Jasper	Yes	1.678%
<i>Jefferson County</i>	Jefferson		0.573%
<i>Johnson County</i>	Johnson	Yes	3.822%
<i>Jones County</i>	Jones	Yes	0.388%
<i>Keokuk County</i>	Keokuk	Yes	0.198%
<i>Kossuth County</i>	Kossuth		0.348%
<i>Lee County</i>	Lee	Yes	1.459%
<i>Linn County</i>	Linn		7.329%
<i>Louisa County</i>	Louisa		0.336%

<i>Lucas County</i>	Lucas		0.330%
<i>Lyon County</i>	Lyon	Yes	0.162%
<i>Madison County</i>	Madison	Yes	0.403%
<i>Mahaska County</i>	Mahaska	Yes	0.716%
<i>Marion County</i>	Marion	Yes	1.179%
<i>Marshall County</i>	Marshall		1.036%
<i>Mills County</i>	Mills	Yes	0.495%
<i>Mitchell County</i>	Mitchell	Yes	0.190%
<i>Monona County</i>	Monona		0.446%
<i>Monroe County</i>	Monroe	Yes	0.216%
<i>Montgomery County</i>	Montgomery	Yes	0.531%
<i>Muscatine County</i>	Muscatine	Yes	1.061%
<i>O'Brien County</i>	O'Brien	Yes	0.235%
<i>Osceola County</i>	Osceola	Yes	0.145%
<i>Page County</i>	Page		0.582%
<i>Palo Alto County</i>	Palo Alto		0.167%
<i>Plymouth County</i>	Plymouth	Yes	0.445%
<i>Pocahontas County</i>	Pocahontas	Yes	0.117%
<i>Polk County</i>	Polk	Yes	22.811%
<i>Pottawattamie County</i>	Pottawattamie	Yes	3.615%
<i>Poweshiek County</i>	Poweshiek	Yes	0.475%
<i>Ringgold County</i>	Ringgold		0.120%
<i>Sac County</i>	Sac	Yes	0.220%
<i>Scott County</i>	Scott	Yes	8.861%
<i>Shelby County</i>	Shelby	Yes	0.286%
<i>Sioux County</i>	Sioux	Yes	0.410%
<i>Story County</i>	Story		2.166%
<i>Tama County</i>	Tama	Yes	0.345%
<i>Taylor County</i>	Taylor	Yes	0.178%
<i>Union County</i>	Union	Yes	0.463%
<i>Van Buren County</i>	Van Buren		0.153%
<i>Wapello County</i>	Wapello		1.003%

<i>Warren County</i>	Warren		1.332%
<i>Washington County</i>	Washington		0.554%
<i>Wayne County</i>	Wayne		0.244%
<i>Webster County</i>	Webster	Yes	1.596%
<i>Winnebago County</i>	Winnebago	Yes	0.234%
<i>Winneshiek County</i>	Winneshiek	Yes	0.367%
<i>Woodbury County</i>	Woodbury		2.566%
<i>Worth County</i>	Worth	Yes	0.235%
<i>Wright County</i>	Wright	Yes	0.281%

Litigating Subdivisions		
Subdivision	Population	Percentage of Litigating Subdivision Population
Adair	7,152	0.329%
Adams	3,602	0.166%
Allamakee	13,687	0.630%
Appanoose	12,426	0.572%
Audubon	5,496	0.253%
Benton	25,645	1.181%
Black Hawk	131,228	6.041%
Bremer	25,062	1.154%
Buchanan	21,175	0.975%
Buena Vista	19,620	0.903%
Calhoun	9,668	0.445%
Carroll	20,165	0.928%
Cedar	18,627	0.857%
Cerro Gordo	42,450	1.954%
Cherokee	11,235	0.517%
Chickasaw	11,933	0.549%
Clay	16,016	0.737%
Clayton	17,549	0.808%
Clinton	46,429	2.137%
Dallas	93,453	4.302%
Delaware	17,011	0.783%
Des Moines	38,967	1.794%
Emmett	9,208	0.424%
Fayette	19,650	0.905%
Fremont	6,960	0.320%
Hamilton	14,773	0.680%
Hancock	10,630	0.489%
Hardin	16,846	0.775%
Harrison	14,049	0.647%
Henry	19,954	0.919%
Howard	9,158	0.422%
Humboldt	9,558	0.440%
Ida	6,860	0.316%
Jasper	37,185	1.712%
Johnson	151,140	6.957%
Jones	20,681	0.952%
Keokuk	10,246	0.472%
Lee	33,657	1.549%
Lyon	11,755	0.541%
Madison	16,338	0.752%
Mahaska	22,095	1.017%
Marion	33,253	1.531%

Mills	15,109	0.696%
Mitchell	10,586	0.487%
Monroe	7,707	0.355%
Montgomery	9,917	0.457%
Muscatine	42,664	1.964%
O'Brien	13,753	0.633%
Osceola	5,958	0.274%
Plymouth	25,177	1.159%
Pocahontas	6,619	0.305%
Polk	490,161	22.564%
Pottawattamie	93,206	4.291%
Poweshiek	18,504	0.852%
Sac	9,721	0.447%
Scott	172,943	7.961%
Shelby	11,454	0.527%
Sioux	34,855	1.604%
Tama	16,854	0.776%
Taylor	6,121	0.282%
Union	12,241	0.563%
Webster	35,904	1.653%
Winnebago	10,354	0.477%
Winneshiek	19,991	0.920%
Worth	7,381	0.340%
Wright	12,562	0.578%
TOTAL	2,172,334	100%
95% of Total	2,063,717.30	95%

Primary Subdivisions Over 30,000 Population		
Subdivision	Population	Percentage of Primary Subdivision Over 30,000 Population
Ames City	66,258	2.02%
Ankeny City	67,355	2.05%
Bettendorf City	36,543	1.11%
Black Hawk County	131,228	3.99%
Cedar Falls City	40,536	1.23%
Cedar Rapids City	133,562	4.07%
Cerro Gordo County	42,450	1.29%
Clinton County	46,429	1.41%
Council Bluffs City	62,166	1.89%
Dallas County	93,453	2.84%
Davenport City	101,590	3.09%
Des Moines County	38,967	1.19%
Des Moines City	214,237	6.52%
Dubuque City	57,882	1.76%
Dubuque County	97,311	2.96%
Iowa City	75,130	2.29%

Jasper County	37,185	1.13%
Johnson County	151,140	4.60%
Lee County	33,657	1.02%
Linn County	226,706	6.90%
Marion County	40,359	1.23%
Marion City	33,253	1.01%
Marshall County	39,369	1.20%
Muscatine County	42,664	1.30%
Polk County	490,161	14.92%
Pottawattamie County	93,206	2.84%
Scott County	172,943	5.26%
Sioux County	82,651	2.52%
Sioux City	34,855	1.06%
Story County	97,117	2.96%
Urbandale City	44,379	1.35%
Wapello County	34,969	1.06%
Warren County	51,466	1.57%
Waterloo City	67,328	2.05%
Webster County	35,904	1.09%
West Des Moines City	67,899	2.07%
Woodbury County	103,107	3.14%
TOTAL	3,285,415	100%
80% of Total	2,628,332	80%



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AGENDA MEMO

Item No. X
For Meeting of December 14, 2021

AGENDA HEADING:

Resolution approving 2022 Strategic Plan and Action Agenda.

SYNOPSIS:

In 2018 the City of Grimes established a strategic vision, mission, and core values. Annually the Management Team and the City Council workshop annual goals and priorities in pursuit of the strategic vision, mission, and our core values. The result is an annual strategic plan and an action agenda that identifies specific milestones. The proposed resolution approves the strategic plan and action agenda for 2022 and instructs the City Administrator to prepare a proposed budget consistent with the plan.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

The Council has annual approved a strategic plan and action agenda since 2018.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval.

RESOLUTION NO. 12-1921

RESOLUTION APPROVING AND ADOPTING THE 2022 STRATEGIC PLAN AND
ACTION AGENDA

WHEREAS, The City of Grimes has established a strategic vision, mission statement, and core values, and

WHEREAS, the City's management team and City Council participate in annual workshops to develop a workplan to establish goals and priorities in pursuit of the City's strategic vision, mission, and core values.

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

1. That the 2022 Strategic Plan attached hereto as 'Exhibit A' is hereby approved and adopted.
2. That the 2022 Action Agenda attached hereto as 'Exhibit B' is hereby approved and adopted.
3. That the City Administrator is hereby instructed to submit a budget proposal that is consistent with the 2022 Strategic Plan and Action Agenda.

PASSED AND APPROVED this 14th day of December, 2021.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

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[DRAFT: 10/15/21]

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STRATEGIC PLANNING FOR THE CITY OF GRIMES

Strategic Planning Model for the City of Grimes

**Value-based principles that
describe the preferred
future in 15 years**

VISION

**Destination
“You Have Arrived”**

**Strategic goals that focus
outcome-based objectives and
potential actions for 5 years**

PLAN

**Map
“The Right Route”**

**Focus for one year – a work
program: policy agenda for
Mayor and City Council,
management agenda for staff;
major projects**

EXECUTION

**Itinerary
“The Right Direction”**

**Principles that define the
responsibility of city government
and frame the primary services
– core service businesses**

MISSION

**Vehicle
“The Right Bus”**

**Personal values that define
performance standards and
expectations for employees**

CORE BELIEFS

**Fuel
“The Right People”**

GRIMES VISION 2036

Grimes Vision 2036

GRIMES VISION 2036

GRIMES 2036 is a BEAUTIFUL COMMUNITY ⁽¹⁾

with a

“SMALL-TOWN” FEELING ⁽²⁾ –
STRONG SENSE OF COMMUNITY.

GRIMES 2036 has GREAT HOUSING OPPORTUNITIES ⁽³⁾

and a

GROWING BUSINESS COMMUNITY ⁽⁴⁾.

GRIMES 2036 is a FUN COMMUNITY FOR FAMILIES ⁽⁵⁾

and has

CONVENIENT MOBILITY OPTIONS FOR ALL. ⁽⁶⁾

Grimes Vision 2036

PRINCIPLE 1

BEAUTIFUL COMMUNITY

„ Means

1. Design standards that promote beautiful and enduring buildings and commercial areas
2. Well-designed, well-maintained City facilities, buildings, parks and trails
3. Well-maintained, attractive single-family homes complying with City codes and ordinances
4. Community involvement in making Grimes a beautiful community
5. Preserved some natural spaces, including native grasses and water feature(s)
6. Attractive gateways with unique and distinctive entrances
7. Trees and urban forest throughout the community
8. Attractive streetscapes on major highway corridors
9. City “brand” visible throughout the community and known by others

PRINCIPLE 2

“SMALL-TOWN” FEELING

„ Means

1. Neighbors knowing and helping neighbors
2. Top quality schools and educational programs, working as a partner and contributing to our community
3. “Town Square/Center” serving as the City’s focal point
4. Sense of place
5. Public spaces for community gatherings
6. Sense of community – Pride in Grimes
7. Strong community events that bring the residents together
8. Sense of personal safety – safe anywhere in the community, any time of day and safe schools
9. Strong community organizations and institutions partnering with the City and each other for a better Grimes community

PRINCIPLE 3

GREAT HOUSING OPPORTUNITIES

„ Means

1. Choice of great neighborhoods – attractive and well maintained
2. Well maintained neighborhood streets and infrastructure
3. Protection of property values and neighborhood integrity through zoning and development design standards
4. Well-built and well-maintained housing stock
5. Housing choice for families
6. High percentage of homeownership
7. Ability to move up in housing within Grimes
8. Safe neighborhoods and routes to schools
9. Housing developments designed to create a sense of place – a neighborhood

PRINCIPLE 4

GROWING BUSINESS COMMUNITY

„ Means

1. Range of quality restaurants for family dining and celebrations
2. Availability of high-quality Class “A” and Class “B” office space
3. Ability of residents to work in Grimes
4. Private large fitness and lifestyle center with amenities, programs and clinics
5. State-of-the-art information technology infrastructure for businesses and homes
6. Quality hotel development with small conference center
7. Niche retail businesses – national and local
8. Financial services and insurance branches in Grimes

PRINCIPLE 5

FUN COMMUNITY FOR FAMILIES

„ Means

1. Major regional/community park with a variety of amenities
2. Variety of specialty parks responsive to community needs/desires [Splash Pad, Dog Park, etc.]
3. Safe streets and trails for biking and running
4. Top quality public library serving as a community information center and providing a variety of programs
5. Adequate athletic fields for recreation, competition and tournaments
6. Community/Recreation Center with programming and activity spaces
7. Range of recreational programming for all family generations
8. Family-oriented festivals, events and activities
9. Fishing opportunities for the community
10. Variety of winter facilities, activities and events including ice rink, snow for cross-country skiing, etc.

PRINCIPLE 6

CONVENIENT MOBILITY OPTIONS FOR ALL

„ Means

1. Well-designed, well-maintained City streets
2. North-south travel options
3. East-west travel options
4. Easy access to the Des Moines region
5. Well-designed, well-maintained City trails
6. City trail system linked to regional trail system, including the High Trestle Trail and other trails
7. Attractive streetscapes along City streets and State highways
8. Pedestrian-friendly community with safe crosswalks
9. Safe, well-designed sidewalks

GRIMES CITY GOVERNMENT: OUR MISSION

City of Grimes: Our Mission

***The mission of GRIMES CITY GOVERNMENT
is to provide***

**EXCELLENT/EXCEPTIONAL CITY SERVICES AND FACILITIES ⁽¹⁾
*in a***

**FINANCIALLY RESPONSIBLE ⁽²⁾
*and***

**COMMUNITY-FRIENDLY MANNER ⁽³⁾
*through a***

**HIGH-PERFORMING CITY TEAM ⁽⁴⁾
*that result in adding***

VALUE TO RESIDENTS’ LIVES ⁽⁵⁾.

Grimes City Government: Mission

PRINCIPLE 1

EXCELLENT/EXCEPTIONAL CITY SERVICES AND FACILITIES

„ Means

1. Listening to the community – distinguishing “needs” from “wants”
2. Providing services and addressing issues in a proactive manner
3. Using service benchmarks and data to make decisions on future City services and service levels
4. Defining the City services and service priorities
5. Planning for future City services to accommodate growth
6. Establishing partnerships for City service delivery
7. Developing innovative ways to better serve the community
8. Developing Department service and master plans for today and tomorrow
9. Anticipating future service needs from the community

PRINCIPLE 2

FINANCIALLY RESPONSIBLE

„ Means

1. Having responsible tax rate for the long term
2. Delivering City services in a cost effective and efficient manner
3. Using available resources to maximize return to the community
4. Developing and using a capital improvement process and community investment plan
5. Providing adequate resources to support defined City services and service level
6. Diversifying revenue options for City government
7. Leveraging City resources through grants and partnerships
8. Developing financial forecasting models and multi-year financial planning
9. Having competitive compensation based upon merit for City workforce

PRINCIPLE 3

COMMUNITY-FRIENDLY MANNER

„ Means

1. Listening to and understanding the individual’s needs and issues
2. Looking for ways to solve problems and address issues/concerns
3. If you must say “no”, taking the time to explain your decisions and actions
4. Having “customer-friendly” City buildings, offices and facilities
5. Acting in and presenting a professional image
6. Seeking and using feedback from the community and the individual
7. Providing a consistent service with a “personal touch”
8. Demonstrating caring and compassion for the individual
9. Providing a timely acknowledging communication and planned, appropriate response to an inquiry or request for service

PRINCIPLE 4

HIGH-PERFORMING CITY TEAM

„ Means

1. Working as a CITY TEAM – Mayor-City Council and City management-staff
2. Have a professional City organization operating with the highest ethical standards
3. Developing and using a strategic planning process with Vision, Goals and Annual Work Program
4. Defining goals and performance standards/expectations
5. Collaborating among departments to better serve the Grimes community – no “silos”
6. Being responsible and accountable for actions and decisions
7. Having a “top quality” City workforce dedicated to serving the Grimes community
8. Seeking and using feedback to improve performance and processes
9. Thinking creatively and taking innovative actions
10. Knowing “best practices” and their application to Grimes – community and City government

PRINCIPLE 5

VALUE TO RESIDENTS’ LIVES

„ Means

1. Having effective communications with the community using a variety of methodologies
2. Planning for and managing growth
3. Investing in future City facilities and infrastructure
4. Maintaining a safe community
5. Having residents taking pride in saying: “I live in Grimes”
6. Engaging the community in the City governance and planning process
7. Seeking compliance with City codes, ordinances and regulations
8. Having residents’ feeling that they are receiving value for their taxes and fees
9. Developing and implementing a proactive communications plan, including social media policy and plan

GRIMES CITY GOVERNMENT: CORE VALUES

Grimes City Government: Core Values

“The Grimes Way”

We are *RESPECTFUL!*

We act with *INTEGRITY!*

We take *RESPONSIBILITY!*

We are *HARD WORKING!*

We practice *TEAMWORK!*

We are *PROFESSIONAL!*

Grimes City Government: Core Values

RESPECTFUL!

„ Means

1. Being approachable
2. Acting in a friendly manner
3. Attentively listening to others and striving to understand their message
4. Informing and educating the community and individuals
5. Being willing to help others
6. Considering the impacts on others of your actions and behaviors
7. Having a positive outlook and attitude

INTEGRITY!

„ Means

1. Acting in an ethical manner
2. Admitting mistakes and setbacks without blaming others
3. Putting community above self
4. Doing the right thing when no one is looking
5. Being honest
6. Following through on your commitments and promises
7. Providing truthful information

RESPONSIBILITY!

„ **Means**

1. Holding self and others accountable for actions and results
2. Defining and understanding expectations and performance standards
3. Representing the City in a positive manner
4. Taking ownership of your task or assignment
5. Being committed to making a difference in the community
6. Owning your decisions, actions and behaviors
7. Respecting the final decision and move forward
8. Taking care of City facilities and equipment as if it is your own
9. Being fiscally responsible

HARD WORKING!

„ **Means**

1. Using City resources in an efficient and effective manner
2. Being flexible to get the job done
3. Looking for ways to continuously improve
4. Completing projects, tasks and assignments on time and within or below budget
5. Planning projects and work activities
6. Solving problems and addressing issues

TEAMWORK!

„ Means

1. Working with others to solve problems and to develop plans for the future
2. Respecting the roles of others: Mayor/City Council, Administration and Departments
3. Resolving conflicts through negotiations – collaborating and compromising
4. Defining and knowing roles and responsibilities of team members
5. Keeping others informed in a timely and appropriate manner
6. Looking at the “big pictures” – avoiding personal or departmental agendas
7. Cooperating with others to better serve the Grimes community

PROFESSIONAL!

„ Means

1. Knowing the “Best Practices” and applying them to Grimes when appropriate
2. Taking innovative actions to improve the City processes and service delivery
3. Presenting a professional image – workspace, equipment and vehicles
4. Developing, maintaining and expanding your knowledge and skills
5. Providing Grimes’ residents and businesses value for their tax dollars
6. Seeking feedback on performance and looking for ways to improve
7. Providing complete and thorough reports with options and a clear recommendation

CITY OF GRIMES

PLAN 2021 – 2027

City of Grimes Goals for 2027

**HIGH-PERFORMING ORGANIZATION
PROVIDING EXCEPTIONAL SERVICES**



**GREAT PLACE TO LIVE
THROUGH EXPANDED QUALITY OF LIFE AMENITIES**



DYNAMIC TOWN WITH A STRONG SENSE OF COMMUNITY



MORE BEAUTIFUL, VIBRANT COMMUNITY

Goal 1

High-Performing Organization

Providing Professional Exceptional Services

OBJECTIVES

1. Develop and funding a capital project and community investment planning and process
2. Upgrade City facilities to meeting the needs of a growing community and the provision of “Exceptional City Services”
3. Effectively communicate with our Grimes community with accurate and truth information
4. Deliver “Exceptional City Services” in a cost-effective and efficient manner
5. Hire, develop and retain a top-quality City workforce dedicated to serving the Grimes community
6. Upgrade information technology in City government, including cyber and information security
7. Have sufficient resources and staffing to support “Exceptional City Services” and defined City services and levels of service

VALUE TO RESIDENTS AND COMMUNITY

1. Service value for taxes and fees
2. Timely response for a call for service – emergency and non-emergency
3. Customer friendly services like you would receive in a small town
4. Opportunities to provide feedback on services and City performance
5. Opportunities to become involved in the City’s governance process
6. Reliable delivery of City services

**SHORT-TERM CHALLENGES
AND OPPORTUNITIES**

1. Determining how to be the “best” communicate with the community – residents and businesses
2. Keeping up with a rapidly growing community and increasing service demands
3. Aging, undersized City buildings, facilities and infrastructure
4. Growing use of social media spreading misinformation and disinformation
5. Keeping up with information technology changes
6. Cyber security and secure City information
7. Regularly adjusting updated City fees and charges to cover the costs of service delivery and the market
8. **Lean City organization with limited capacity for additional workload**

**LONG-TERM CHALLENGES
AND OPPORTUNITIES**

1. Implement LOSST with community expectations
2. Desire for tax reductions
3. High tax levy consolidated rate
4. Hiring the “best” employees for the City of Grimes in a very competitive employment market
5. Lack of clear direction and expectations on key issues and projects
6. National trend to distrust governmental institutions, elected officials, governmental staff and government data and professional reports
7. Increasing cost of delivering City services
8. Further developing our City Team who are located in different locations

POLICY ACTIONS 2021 – 2022

- | | |
|---|---------------|
| 1. Budget and Tax Rate: Direction | Top Priority |
| 2. City Strategic Communications Position and Strategy: Direction and Funding | Top Priority |
| 3. Fire Services: Evaluation Study Completion, Direction and City Actions | Top Priority |
| 4. Capital Improvement Program/Plan: Funding Strategy | Top Priority |
| 5. City Buildings and Facilities Master Plan: GCC Upgrades | High Priority |
| 6. Debt Service Levy: Direction | |
| 7. City Services and Staffing Plan: Projections – Population and Staffing Needs, Plan Development with Triggers for Budget, Direction and Funding | |
| 8. Formal Contract: City of Grimes-Commerce of Commerce/ Economic Development: Development and Approval | |

MANAGEMENT ACTIONS 2021 – 2022

- | | |
|--|---------------|
| 1. Five-Year Financial Plan/Model: Development | Top Priority |
| 2. WRA Agreement Implementation: Major Project and Next Step | Top Priority |
| 3. Water System Study/Model: Completion and Direction; Existing Water Infrastructure and Future Water Infrastructure | Top Priority |
| 4. Citywide Information Technology Upgrades: Needs Assessment, Best Practices, Gap Analysis, Plan Development, Direction and Funding | High Priority |
| 5. Pavement Management Study and Service Level: Report, Direction and Funding | High Priority |
| 6. City Cyber Security Plan: Development, Direction, Funding and City Actions | High Priority |
| 7. City Property Inventory/Disposition Policy and Process: Direction and Implementation | |
| 8. Annual City Employee Competitive Compensation: Market Analysis and Direction | |

MANAGEMENT IN PROGRESS 2021 – 2022

1. Strategic Plan: Update
2. Reap 2022 Grant: Application/Agreement
3. AV Equipment Chamber: Upgrade
4. Fire-Development Services Integration Report
5. GIS Software
 - a. Acquisition
 - b. Implementation
6. Fire Services Contracts: Update Grant Township 28e Agreement
7. IT Security Protocols
8. IT Training
9. Agenda Management Process with OPG-3
10. Building Maintenance Checks: Improvements
11. Thorpe Meter Replacement
 - a. Funding
 - b. Installation: Kickoff
12. Fire Safety Education: Enhancements: Funding/Grants
13. Fire Specialty Services Analysis and Partnership, Training
 - a. Confined Space
 - b. Trench Rescue
14. Enterprise Rates and Charges: Annual Adjustments
15. Laserfiche: Expansion
16. High Risk Structures: Pre-Planning
17. Capital Equipment Replacement Spreadsheet
18. New Employee Orientation Program: Development
19. Employee Engagement and Productivity Metrics: Development and Implementation

**MANAGEMENT IN PROGRESS 2021 – 2022
continued**

20. Water Rescue Metro Response: Evaluation
21. Drone Use: Expansion
22. Lifepak 15 Heart Monitor: Replacements
23. Statement Billing for Customers
24. Firefighter Sleep Trailer: Lease Renewal
25. EnCode: Update
26. ADA Compliance Officers: Certification
27. Collective Bargaining and Labor Agreements: Strategy
 - a. IAF
 - b. AFSCME
28. Window 10: Upgrade
29. Parks Donation Policy/Program: Development
30. Financial Audit: Preparation
31. City Liability Insurance Renewal
32. Transient Merchant Ordinance: Development and Adoption (City Council)
33. Development Services Process Improvements
34. Website Development: Integration LF and EnCode
35. Strategic Planning Tracking Online Portal
36. AP/AR/Payroll/Ambulance Collection Procedural Manual: Development
37. Private Fire Hydrants Maintenance
38. Fire Station Connectivity
39. Fire Website
40. Safety Program: Rollout
41. New Employee Orientation/Onboarding/Training
42. Citywide Electronic File Accessibility

MANAGEMENT IN PROGRESS 2021 – 2022
continued

43. Email Spam Filter
44. Information Technology Network Equipment Server Relocation to GCC
45. City Access Control
 - a. Evaluation
 - b. Proposal (Budget FY 24)
46. Security Cameras Installation: Evaluation Report
 - a. GCC
 - b. City Hall
 - c. Parks
 - d. Public Works
47. Legacy Removal
48. Cloud-Based Emails: Evaluation and Decision
49. Public Works Building Space Plan
50. Public Works Department Structure Evaluation and Direction
51. Public Works Vendors and Inhouse Evaluation and Direction
52. Utility Bills Redesign
53. Utility Accounts Audits
54. Utility Statement Billing
55. Parks & Recreation Organization Chart

MAJOR PROJECTS 2021 – 2022

1. Generator: Installation
 - a. City Hall
 - b. Fire Station
2. Water Treatment Plant: Construction
3. Traffic Sign Network Implementation: Engineering System Design, Bid and Award
4. Trail Ridge Water Main Replacement
5. Permanent Traffic Signal at County Line/Highway 44
6. Annual Asphalt Overlay Program
7. Annual Concrete Patching Program

ON THE HORIZON 2022 – 2027

1. Thorpe Water District: Next Steps
2. Grants Policy and Program: Direction and Funding Gaps
3. Employee Wellness Program: Development
4. Civic Campus Plan: Direction and Funding (City Facilities Master Plan)
5. Community Survey: Purposes, Report with Options and Direction
6. Public Safety Oversight Position: Best Practice, Report with Options, Direction and Funding
7. Comprehensive City Website Upgrade: Direction and Actions
8. Emergency/Disaster Plan: Review and Direction
9. Fire Station 38 Planning with City of Johnston

**ON THE HORIZON 2022 – 2027
continued**

10. SCADA for Water and Sewer
11. Police Services: Review and Direction
12. City Training and Development Program: Direction and Funding
13. Equipment Replacement Plan and Funding Mechanism: Report with Options, Direction and Funding Mechanism
14. Municipal Code Update: Direction and Funding
15. Federal Infrastructure Program Preparation: Project Readiness, Project Priority and Direction
16. Collective Bargaining and Labor Relations Strategy: Development

Goal 2

Great Place to Live

Through Expanded Quality of Life Amenities

OBJECTIVES

1. Develop a major legacy park with diverse amenities/venues
2. Replace and expand the City Library
3. Develop a Splash Pad
4. Develop parks with a variety of amenities and park venues, including the use of detention facilities
5. Expand City trail system with connectivity to the regional system
6. Develop diverse recreational programs for all ages

VALUE TO RESIDENTS AND COMMUNITY

1. Convenience – no need to leave Grimes to shop or eat
2. Leisure activities for all
3. Easy access to parks with a variety of venues
4. Recreational and leisure choices within Grimes
5. Support for a healthy and active lifestyle
6. More reasons to stay living in Grimes

**SHORT-TERM CHALLENGES
AND OPPORTUNITIES**

1. Funding and prioritizing for new recreational facilities, parks and trail development
2. Limited public gathering spaces and venues
3. Planning and funding for City infrastructure projects
4. Connecting trails within Grimes and with regional trail system
5. Funding mechanism for amenities
6. Community and residents expectations and willingness to pay for those expectations
7. Aging Library with lack of space
8. Deferred maintenance at GCC and the need for major upgrades and modernization
9. Addressing residents' expectations and perceptions
10. Planning for the acquisition of future parks

**LONG-TERM CHALLENGES
AND OPPORTUNITIES**

1. Prioritizing and funding park upgrades: improvements, equipment, restrooms and amenities
2. Prioritizing, funding and implementing the Parks and Trail Master Plan
3. Competition for athletic fields – recreational uses, competition and tournaments
4. Working with sports associations and groups
5. Difficult time to hire seasonal/part-time employees
6. Building parks

POLICY ACTIONS 2021 – 2022

- | | |
|--|---------------|
| 1. Wallace Farms Development: Direction | Top Priority |
| 2. Trail Connectivity Gap Analysis and Projects: Report with Options, Direction, Funding and City Actions | Top Priority |
| 3. Major Legacy Park: Definition, Scope, Location and Direction | Top Priority |
| 4. Trail along Highway 44 (Dallas Center): Vision/Community Involvement Plan Development, Direction and Funding | High Priority |
| 5. Pond Development near GrimesPlex: Future Recreation Uses/Programming, Improvement Definition, Direction and Funding | High Priority |

MANAGEMENT ACTIONS 2021 – 2022

- | | |
|--|--------------|
| 1. Library Project: Next Steps, Fund Raising and Construction | Top Priority |
| 2. Local Sports Clubs Agreement on Field Use: Direction and Adoption | |

MANAGEMENT IN PROGRESS 2021 – 2022

1. Parkland Dedication Ordinance: Development and Adoption (City Council)
2. Governors Day Permanent Location
3. Library Landscape Plan: Completion
4. Library Fund Raising for Groundbreaking
5. Library Internal and External Communications: Completion
6. Library Staff Communications Technology: Completion
7. Library Staff Continuing Education for New Building: Completion
8. Library Succession Plan: Completion
9. Library Fund Raising: Completion
10. Library Accreditation: Preparation
11. Library Technology Upgrade: Completion

MAJOR PROJECTS 2021 – 2022

1. GCC Upgrades
 - a. Generator: Grant Application Notification
 - b. Restroom: Funding (City Council)
 - c. ADA Entrance
 - d. Roof: Comprehensive Evaluation
2. Splash Pad Project
 - a. Final Design
 - b. Construction
3. Kennybrook Park: Completion and Open Celebration
4. Disc Golf Park Development: Design and Construction
5. North Complex Parking Lot Expansion
6. Skate Park Donation and Amenities
7. South Complex Irrigation System
8. Tennis Courts Resurfacing
9. Pickleball Courts Additions (2)

ON THE HORIZON 2022 – 2027

1. Water Works Park – Phase 2: Direction
2. Public/Community Gathering Spaces: Direction
3. Lions Park: Plan –Re-Evaluation, Link to Sports Complex/ Regional Park, Future Direction
4. Regional Sports Club Partnership: Review and Direction
5. Existing Parks: Assessment, Report with Options, Project Priority, and Funding
6. Adult Recreational Programming Expansion: Needs Assessment, Report with Findings and Options, Direction and City Actions
7. Senior Facilities, Programs and Services: Needs Assessment, Report with Options, Direction and City Actions
8. Micro-mobility Regulations: Outcomes, Best Practices, Report with Options and Direction

Goal 3

Dynamic Town with a Strong Sense of Community

OBJECTIVES

1. Maintain and develop City infrastructure to support a growing community
2. Have strong partnerships among the City, the Schools and community organizations
3. Have residents taking pride in and contributing to the Grimes community
4. Develop a variety of housing options: attainable quality and types
5. Have balanced growth – commercial development and residential development
6. Create a sense of place – community focal point and gathering spaces

VALUE TO RESIDENTS AND COMMUNITY

1. A community for a lifetime – all family generations
2. More reasons to continue to live in Grimes
3. Quality housing choices
4. Taking pride in our Grimes community
5. Protection of property values
6. Family-friendly community

**SHORT-TERM CHALLENGES
AND OPPORTUNITIES**

1. Expanding north-south and east-west connectivity within Grimes
2. Managing and supporting growth
3. Prioritize and funding for City facilities and infrastructure to support growth
4. Conflicting visions and perceptions within our Grimes community
5. Integrating the CIP and completion of major studies
6. Managing increases in traffic volume
7. Distinguishing Grimes as a unique place to develop, to live and to do business

**LONG-TERM CHALLENGES
AND OPPORTUNITIES**

1. Developing state-of-the-art information technology infrastructure in the community
2. Increasing land for development and available lots for residential development
3. Defining the City’s role in economic development
4. Developing a sense of neighborhood – residents taking pride and ownership in their community
5. Having a diverse housing stock for all family generations

POLICY ACTIONS 2021 – 2022

- | | |
|---|---|
| 1. GrimesPlex: Next Steps | <div style="border: 1px solid black; padding: 2px; display: inline-block;">Top Priority</div> |
| 2. James Street Corridor Study: Completion, Direction and Funding | High Priority |
| 3. Street Master Plan: Scope, Direction, Funding and City Actions | High Priority |
| 4. Annexation Policy and Strategy: Direction and Next Steps | High Priority |
| a. Urbandale Agreement | |
| b. Voluntary Annexations | |
| c. West Territory | |
| 5. SE 11 th Extension: Final Design, Direction and Funding | High Priority |
| 6. Highway 44 Corridor Study: Completion, Direction and Funding | High Priority |

MANAGEMENT ACTIONS 2021 – 2022

- | | |
|---|---|
| 1. Future Land Use Map | <div style="border: 1px solid black; padding: 2px; display: inline-block;">Top Priority</div> |
| a. Northwest Territory | |
| b. South James Territory | |
| c. WRA Territory | |
| 2. Zoning Ordinance – General Regulations: Review and Revision | High Priority |
| 3. Westward Sanitary Sewer Analysis/Plan: Development and Funding | |

MANAGEMENT IN PROGRESS 2021 – 2022

1. Marketing Local Development Opportunities
2. Important Databases: Regular Updates
 - a. LOIS Sites
 - b. LOIS Buildings
 - c. ED Tracker
3. Video Library: Development (6 for Economic Development)
4. SUDAS Supplemental Specs: Development (City Council)
5. Traffic Signal Network Plan
 - a. System Design
 - b. Bids(3) (City Council)
6. WRA FOG Ordinance: Adoption (City Council)
7. Grant Program for Grease Retrofits Program and Funding (FOG Ordinance Implementation) (City Council)
8. Business Retention and Expansion Visits: Report on Trends (Presentation)
9. Stormwater Management Ordinance: Development and Adoption (City Council)
10. Food Trucks Inspections and Licensing
11. Fire Tracking Inspections
12. Fire Protection Systems Permitting Requirements: Modifications/Ordinance Changes (Difference between City of Johnston and City of Grimes) (City Council)

MAJOR PROJECTS 2021 – 2022

1. Traffic Signals: Installation
2. Safe Routes to School Master Plan: Implementation
3. SE Jacob Resurfacing and Water Main Replacement: Construction
4. 19th Corridor Sewer – West of James: CIP Funding (City Council)
5. MetroNet Project: Completion

ON THE HORIZON 2022 – 2027

1. Streambank Stabilization Assessment and Plan: Development and Direction
2. Sidewalk Policy and Program: Direction and Funding
3. Affordable Housing Policy: Definition and Direction
4. Comprehensive Plan Update: Review and Revision
5. Short Term Rentals Ordinance: Direction and Adoption
6. Retail Attraction Strategy: Direction and Actions
7. Economic Development Policy and Structure: Review and Direction (including Economic Incentives)
8. Major Corporation Satellite Offices: Market Analysis, Outcomes, Report with Options, and City Actions
9. Code Enforcement: Policy and Staffing: Direction and Funding
10. DART Membership and Formula: Direction
11. Neighborhood Connectivity: Vision/Outcomes, Report with Options, Direction and City Actions
12. Governor’s District/Main Street Revitalization: Goals/Outcomes, Report with Options and Direction

Goal 4

More Beautiful, Vibrant Community

OBJECTIVES

1. Have attractive, well-maintained streetscapes on major corridors and highways
2. Expand trees and tree canopy throughout the community appropriate types and locations
3. Have well-designed, attractive and well-maintained City buildings, facilities and parks
4. Develop community gathering spaces and green spaces throughout our Grimes community, including opportunities for food trucks
5. Continue to have new buildings and homes that are attractive and using the appropriate building materials and meeting City’s architectural standards
6. Expand arts and culture in the community
7. Become a more walkable, pedestrian friendly community

VALUE TO RESIDENTS AND COMMUNITY

1. Protection of property values and neighborhood integrity
2. Creating a “sense of place”
3. “Green” community with trees and landscaping
4. Pride in the Grimes community
5. Distinguishing Grimes from other cities in the Des Moines region
6. City investing in “beauty”

**SHORT-TERM CHALLENGES
AND OPPORTUNITIES**

1. Defining the City role and funding level for community beautification
2. Lack of trees – residential and major corridors
3. Cost of tree planting and maintenance (short term and long term)
4. Developing and maintaining attractive streetscapes
5. Defining public art
6. Maintaining City streetscapes and landscaping
7. Presence of high maintenance landscaping and the cost of maintenance

**LONG-TERM CHALLENGES
AND OPPORTUNITIES**

1. Compliance vs. enforcement of City codes and regulations
2. Future availability of water
3. Major transportation corridors dissecting the community
4. Working with IDOT
5. Personal property rights and city role
6. Having effective code compliance regulations and programs
7. NIMBY attitude among some residents

POLICY ACTIONS 2021 – 2022

1. Tree and Forestation Policy and Program: Direction and Funding
2. Tree Farm and Greenhouse Nursey: Concept, Location, Direction and Funding
3. Public Art Master Plan: Policy Review, Direction, Funding and City Actions
4. Trail Maintenance/Condition Upgrade: Report, Direction and Funding

MANAGEMET ACTIONS 2021 – 2022

1. Zoning Ordinance: Review and Revision
 - a. Landscape and Lighting
 - b. Architectural Standards

High Priority

MANAGEMENT IN PROGRESS 2021 – 2022

1. Tree Plantings: Annual (100)
2. EAB Tree Removal/Management Program
3. Debris Management Program: Development

ON THE HORIZON 2022 – 2027

1. Highway 141 Beautification Plan: Report, Direction and Funding
2. Grimes Brand: Revisit and Direction
3. City Beautification Plan: Goals/Desired Outcomes, Report with Options, Direction and Funding
4. Noise Ordinance: Review and Direction
5. Percent for Public Art with Development Projects: Outcomes, Best Practices, Report with Options and Direction
6. Property Maintenance Code: Direction, Service Level – Complaint Drive vs. Proactive; Compliance vs. Enforcement
7. **Undergrounding Utilities: Outcomes, Policy Direction, Plan and Funding**

CITY OF GRIMES ACTION AGENDA 2021 – 2022

City of Grimes

Policy Agenda 2021 – 2022

TOP PRIORITY

Budget and Tax Rate: Direction

City Strategic Communications Position and Strategy: Direction and Funding

GrimesPlex: Next Steps

Fire Services: Evaluation Study Completion, Direction and City Actions

Capital Improvement Program/Plan: Funding Strategy

Wallace Farms Development: Direction

Trail Connectivity Gap Analysis and Projects: Report with Options, Direction, Funding and City Actions

Major Legacy Park: Definition, Scope, Location and Direction

HIGH PRIORITY

James Street Corridor Study: Completion, Direction and Funding

Street Master Plan: Scope, Direction, Funding and City Actions

City Buildings and Facilities Master Plan: GCC Upgrades

Annexation Policy and Strategy: Direction and Next Steps

SE 11th Extension: Final Design, Direction and Funding

Highway 44 Corridor Study: Completion, Direction and Funding

Trail along Highway 44 (Dallas Center):

Vision/Community Involvement Plan Development, Direction and Funding

Pond Development near GrimesPlex:

Future Recreation Uses/Programming, Improvement Definition, Direction and Funding

City of Grimes

Management Agenda 2021 – 2022

TOP PRIORITY

Library Project: Next Steps, Fund Raising and Construction

Future Land Use Map: Update

Five-Year Financial Plan/Model: Development

WRA Agreement Implementation: Major Project and Next Step

Water System Study/Model:

Completion and Direction; Existing Water Infrastructure and Future Water Infrastructure

HIGH PRIORITY

**Citywide Information Technology Upgrades:
Needs Assessment, Best Practices, Gap Analysis, Plan Development, Direction and Funding
City Cyber Security Plan: Development, Direction, Funding and City Actions
Zoning Ordinance – General Regulations: Review and Revision
Pavement Management Study and Service Level: Report, Direction and Funding
Zoning Ordinance: Review and Revision: Landscape and Lighting; Architectural Standards**

City of Grimes

Management in Progress 2021 – 2022

Strategic Plan: Update

Reap 2021 Grant: Application/Agreement

AV Equipment Chamber: Upgrade

Fire-Development Services Integration Report

Special Assessment Policy: Implementation (City Council)

GIS Software: Acquisition; Implementation

Fire Services Contracts: Update Grant Township 28e Agreement

IT Security Protocols

IT Training

Utility Permitting and Franchise Utility Coordination: ROW Review

Agenda Management Process with OPG-3

Building Maintenance Checks: Improvements

Property Disposal Process: Decisions (City Council)

Thorpe Meter Replacement: Funding; Installation: Kickoff

Fire Safety Education: Enhancements

Fire Specialty Services Analysis and Partnership: Confined Space Trench Rescue

Enterprise Rates and Charges: Annual Review Presentation

Laserfiche: Up and Running

High Risk Structures: Pre-Planning

Capital Equipment Replacement Spreadsheet

New Employee Orientation Program: Development

Employee Engagement and Productivity Metrics: Development and Implementation

Water Rescue Metro Response: Evaluation

Drone Use: Expansion

Lifepak 15 Heart Monitor: Replacements

Statement Billing for Customers

Firefighter Sleep Trailer: Lease Renewal

EnCode: Update

ADA Compliance Officers: Certification

Western Grimes Street Naming Convention (Jazzwood Drive)

Collective Bargaining and Labor Agreements: Strategy: IAFF; AFSCME

Workforce Planning and Development Program

Window 10: Upgrade

Property Donation Policy: Development

Financial Audit: Preparation

EnCode Codification Website

Cemetery Software: Implementation

City Liability Insurance Renewal

City Code Online Vendor Selection

Enterprise GIS Deployment

Transient Merchant Ordinance: Development and Adoption (City Council)

Development Services Process Improvements

Website Development: Integration LF and EnCode

ADA Coordinator Development and Certification

Strategic Planning Tracking Online Portal

AP/AR/Payroll/Ambulance Collection Procedural Manual: Development

ESCI Fire Department Cost-Sharing Analysis

Private Fire Hydrants Maintenance

Fire Station Connectivity

Fire Website

Safety Program: Rollout

New Employee Orientation/Onboarding/Training

City-wide Electronic File Accessibility

Email Spam Filter

Information Technology Network Equipment Server Re-location to GCC

City Access Control

Security Cameras Installation: GCC; City Hall

Legacy Removal

Network Security Software

Cloud-based Emails

Public Works Building Space Plan

Public Works Department Structure Evaluation and Direction

Public Works Vendors and Inhouse Evaluation and Direction

Utility Bills Redesign

Utility Accounts Audits

Utility Statement Billing

GCC Upgrades: Generator: Grant Application Notification; Restroom: Funding
(City Council); ADA Entrance; Roof: Comprehensive Evaluation

Splash Pad Project: Final Design; Construction

Kennybrook Park: Completion and Open Celebration

Disc Golf Park Development: Design and Construction

North Complex Parking Lot Expansion

Skate Park Donation and Amenities

South Complex Irrigation System

Tennis Courts Resurfacing

Pickleball Courts Additions (2)

Marketing Local Development Opportunities

Important Databases: Regular Updates: LOIS Sites; LOIS Buildings; ED Tracker

Video Library: Development

SUDAS Supplemental Specs: Development (City Council)

Traffic Signal Network Plan Study (City Council)

WRA FOG Ordinance: Adoption (City Council)

Business Retention and Expansion Visits: Report on Trends (Presentation)

Stormwater Management Ordinance: Development and Adoption (City Council)

Food Trucks Inspections and Licensing

Fire Tracking Inspections

Fire Protection Systems Permitting Requirements (Difference between City of Johnston and City of Grimes)

Tree Plantings: Annual (100)

EAB Tree Removal/Management Program

Debris Management Program: Development

City of Grimes

Major Projects 2021 – 2022

Generator: Installation: City Hall; Fire Station

Water Treatment Plant: Construction****

Johnston Fire Station-Grimes Fire Station Fiber Connection

Traffic Sign Network Implementation: Engineering System Design, Bid and Award

Traffic Signals: Installation

Safe Routes to School Master Plan: Implementation

SE Jacob Resurfacing and Water Main Replacement: Construction

19th Corridor Sewer – West of James: CIP Funding (City Council)

MetroNet Project: Completion

SECTION 8

ACTION AGENDA 2021 – 2022 [Summary: 10/15/21]

Goals 2027 City of Grimes

**HIGH-PERFORMING ORGANIZATION
PROVIDING PROFESSIONAL EXCEPTIONAL SERVICES**



**GREAT PLACE TO LIVE
THROUGH EXPANDED QUALITY OF LIFE AMENITIES**



DYNAMIC TOWN WITH A STRONG SENSE OF COMMUNITY



MORE BEAUTIFUL, VIBRANT COMMUNITY

Definitions of Terms

POLICY –

is an issue that needs direction or a policy decision by the Council; or needs a major funding decision by the Council; or an issue that needs Council leadership by the governing body in the community; or with other governmental bodies (City government, other City governments, state government, federal government) – questions of “WHAT: IS THE DIRECTION; IS THE GOAL; IS THE BUDGET OR RESOURCES; IS THE CITY'S POLICY OF REGULATION?”

MANAGEMENT –

a management action which the Council has set the overall direction and provided initial funding (e.g., phased project), may require further Council action on funding; or a major management project particularly multiple years (e.g. upgrade to the information system) – questions of “HOW: DO WE ADDRESS THE ISSUE, MANAGE THE CITY; IMPLEMENT A DECISION OR PROGRAM; CAN WE IMPROVE THE MANAGEMENT OR ORGANIZATIONAL PROCESS?”

MANAGEMENT IN PROGRESS –

a management or organization action which Council has set the direction, needs staff work before going to Council for direction next year or beyond, no choice mandated by an outside governmental agency or institution, management process improvement budgeted or funded by the Council.

MAJOR PROJECT –

a capital project funded in the CIP or by Council action which needs design or to be constructed (e.g., Road project, City facility project, park project, etc.).

ON THE HORIZON –

an issue or project that will not be addressed during the year by management or the Council but should be addressed in the next five years; it could become an action item for this year if another party moves the issue or project forward – it depends on them.

Grimes Policy Agenda 2021 – 2022 Targets for Action

TOP PRIORITY

Budget and Tax Rate: Direction

City Strategic Communications Position and Strategy: Direction and Funding

GrimesPlex: Next Steps

Fire Services: Evaluation Study Completion, Direction and City Actions

Capital Improvement Program/Plan: Funding Strategy

Wallace Farms Development: Direction

Trail Connectivity Gap Analysis and Projects:
Report with Options, Direction, Funding and City Actions

Major Legacy Park: Definition, Scope, Location and Direction

HIGH PRIORITY

James Street Corridor Study: Completion, Direction and Funding

Street Master Plan: Scope, Direction, Funding and City Actions

City Buildings and Facilities Master Plan: GCC Upgrades

Annexation Policy and Strategy: Direction and Next Steps

SE 11th Extension: Final Design, Direction and Funding

Highway 44 Corridor Study: Completion, Direction and Funding

Trail along Highway 44 (Dallas Center):
Vision/Community Involvement Plan Development, Direction and Funding

Pond Development near GrimesPlex:
Future Recreation Uses/Programming, Improvement Definition, Direction and Funding

Grimes

Policy Agenda 2021 – 2022

„ Policy Targets for Action		PRIORITY		
		PRIORITY	TOP	HIGH
1	1. Budget and Tax Rate: Direction	TOP	4	-
1	2. City Strategic Communications Position and Strategy: Direction and Funding	TOP	4	-
3	3. GrimesPlex: Next Steps	TOP	4	-
1	4. Fire Services: Evaluation Study Completion, Direction and City Actions	TOP	3	-
1	5. Capital Improvement Program/Plan: Funding Strategy	TOP	3	-
2	6. Wallace Farms Development: Direction	TOP	3	-
2	7. Trail Connectivity Gap Analysis and Projects: Report with Options, Direction, Funding and City Actions	TOP	3	-
2	8. Major Legacy Park: Definition, Scope, Location and Direction	TOP	3	-

*Number in far left column relates to the Goal that the Action associated.

Grimes

Policy Agenda 2021 – 2022

„ Policy Targets for Action		PRIORITY	
		PRIORITY	TOP HIGH
3	9. James Street Corridor Study: Completion, Direction and Funding	HIGH	2 5
3	10. Street Master Plan: Scope, Direction, Funding and City Actions	HIGH	1 5
1	11. City Buildings and Facilities Master Plan: GCC Upgrades	HIGH	1 4
3	12. Annexation Policy and Strategy: Direction and Next Steps a. Urbandale Agreement b. Voluntary Annexations c. West Territory	HIGH	1 4
3	13. SE 11 th Extension: Final Design, Direction and Funding	HIGH	1 4
3	14. Highway 44 Corridor Study: Completion, Direction and Funding	HIGH	0 4
2	15. Trail along Highway 44 (Dallas Center): Vision/Community Involvement Plan Development, Direction and Funding	HIGH	1 3
2	16. Pond Development near GrimesPlex: Future Recreation Uses/Programming, Improvement Definition, Direction and Funding	HIGH	0 3

Grimes

Policy Agenda 2021 – 2022

„ Policy Targets for Action		PRIORITY	
		PRIORITY	HIGH
1	17. Debt Service Levy: Direction	1	1
4	18. Public Art Master Plan: Policy Review, Direction, Funding and City Actions	0	2
4	19. Tree Farm and Greenhouse Nursey: Concept, Location, Direction and Funding	0	1
4	20. Trail Maintenance/Condition Upgrade: Report. Direction and Funding	0	1
1	21. City Services and Staffing Plan: Projections – Population and Staffing Needs, Plan Development with Triggers for Budget, Direction and Funding	0	0
1	22. Formal Contract: City of Grimes-Commerce of Commerce/Economic Development: Development and Approval	0	0
4	23. Tree and Forestation Policy and Program: Direction and Funding	0	0
	24.		

Grimes Management Agenda 2021 – 2022 Targets for Action

TOP PRIORITY

Library Project: Next Steps, Fund Raising and Construction

Future Land Use Map: Update

Five-Year Financial Plan/Model: Development

WRA Agreement Implementation: Major Project and Next Step

Water System Study/Model: Completion and Direction; Existing Water Infrastructure and
Future Water Infrastructure

HIGH PRIORITY

Citywide Information Technology Upgrades:
Needs Assessment, Best Practices, Gap Analysis, Plan Development, Direction and Funding

City Cyber Security Plan: Development, Direction, Funding and City Actions

Zoning Ordinance – General Regulations: Review and Revision

Pavement Management Study and Service Level: Report, Direction and Funding

Zoning Ordinance: Review and Revision

- a. Landscape and Lighting
- b. Architectural Standards

Grimes

Management Agenda 2021 – 2022

„ Management Targets for Action		PRIORITY		
		PRIORITY	TOP	HIGH
2	1. Library Project: Next Steps, Fund Raising and Construction	TOP	5	-
3	2. Future Land Use Map: Update	TOP	5	-
1	3. Five-Year Financial Plan/Model: Development	TOP	4	-
1	4. WRA Agreement Implementation: Major Project and Next Step	TOP	4	-
1	5. Water System Study/Model: Completion and Direction; Existing Water Infrastructure and Future Water Infrastructure	TOP	4	-
1	6. Citywide Information Technology Upgrades: Needs Assessment, Best Practices, Gap Analysis, Plan Development, Direction and Funding	HIGH	0	5
1	7. City Cyber Security Plan: Development, Direction, Funding and City Actions	HIGH	2	4
3	8. Zoning Ordinance – General Regulations: Review and Revision	HIGH	2	4

Grimes

Management Agenda 2021 – 2022

„ Management Targets for Action		PRIORITY		
		PRIORITY	TOP	HIGH
1	9. Pavement Management Study and Service Level: Report, Direction and Funding	HIGH	0	4
4	10. Zoning Ordinance: Review and Revision a. Landscape and Lighting b. Architectural Standards	HIGH	0	4
3	11. Westward Sanitary Sewer Analysis/Plan: Development and Funding		1	1
3	12. City Property Inventory/Disposition Policy and Process: Direction and Implementation		0	1
2	13. Local Sports Clubs Agreement on Field Use: Direction and Adoption		0	1
1	14. Annual City Employee Competitive Compensation: Market Analysis and Direction		0	0
	15.			
	16.			

Grimes
Action Outlines 2021 – 2022

GOAL 1	HIGH-PERFORMING ORGANIZATION PROVIDING PROFESSIONAL EXCEPTIONAL SERVICES
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ACTION: Budget and Tax Rate: Direction		<table border="1"> <tr> <td>PRIORITY</td> </tr> <tr> <td><i>Policy Top</i></td> </tr> </table>	PRIORITY	<i>Policy Top</i>
PRIORITY				
<i>Policy Top</i>				
<u>Key Issues</u> - Lower Tax Rate - Service Level - Infrastructure Upgrades - Infrastructure for Growth - Revenue Options – Franchise Fees, etc. - Fee Level	<u>Activities/Milestones</u> 1. Prepare Budget 2. BUDGET WORKSHOP: Budget FY 23 Presentation and Direction 3. DECISION: Budget FY 23 Adoption and Tax Rate	<u>Time</u> 1/22 2/22 3/22		
Responsibility: Finance				

ACTION: City Strategic Communications Position and Strategy:
Direction and Funding

PRIORITY

Policy Top

Key Issues

- Misinformation/Disinformation about the City and City Officials
- Best Practices
- Outcomes
- City Role
- Monitoring Social Media
- Tactically Responding on Social Media
- Shaping the Message
- Showcasing City Successes
- Marketing the City

Activities/Milestones

1. Develop job description and budget proposal
2. **DECISION:** Direction and Budget Amendment
3. Post position
4. Hire/onboard

Time

11/21
12/21
1/22
5/22

Responsibility: Human Resources

ACTION: Fire Services: Evaluation Study Completion, Direction and City Actions

PRIORITY

Policy Top

Key Issues

- Long Rang Plan
- Level of Service
- Facilities and Stations
- Equipment
- Fire Staffing

Activities/Milestones

1. Complete Fire Study
2. Fire Board: Review, Recommendations and Comments
3. **WORKSHOP:** Study Presentation, Discussion and Direction
4. Finalize Study
5. **DECISION:** Study Adoption
6. Begin negotiations for new 28e updated Agreement based upon Adopted Study and Recommendations

Time

12/21
1/22
4/22
4/22
5/22
7/22

Responsibility: Fire

ACTION: Capital Improvement Program/Plan: Funding Strategy

PRIORITY

Policy Top

Key Issues

- Funding Mechanism/Sources
- Revenue Option – Franchise Fees
- Projects
- Project Priority

Activities/Milestones

1. Prepare CIP FY 23
2. **CIP WORKSHOP:** Presentation
3. **DECISION:** CIP FY 23 Adoption and Funding

Time

12/21
12/21
1/22

Responsibility: Engineering

ACTION: City Buildings and Facilities Master Plan: GCC Upgrade

PRIORITY

Policy High

Key Issues

- GCC Condition
- GCC Improvements Needs
- Costs
- Funding Mechanism(s)
- Timing/Phasing
- Private Leases
- Future City Staffing Consolidation
- Urgent: Roof and Restrooms

Activities/Milestones

1. Complete GCC Assessment – Condition and Space Analysis
2. **CIP WORKSHOP:** Presentation, Direction, Projects and Funding
3. **CIP DECISION:** Project and Funding (Roof/Restroom)
4. Prepare bid process
5. **DECISION:** Award Contract
6. Complete project

Time

12/21
12/21
1/22
2/22
8/22
11/22

Responsibility: Public Works/Development Services

ACTION: Debt Service Levy: Direction

PRIORITY

<i>Policy</i>

Key Issues

- Projects
- Revenues Options
- Debt Level

Activities/Milestones

1. Prepare report with CIP
2. **CIP WORKSHOP:** Presentation and Direction
3. **DECISION:** CIP FY 23 Debt Level and Service

Time

12/21
12/21
1/22

Responsibility: Finance

ACTION: City Services and Staffing Plan: Projections –
Population and Staffing Needs, Plan Development with
Triggers for Budget, Direction and Funding

PRIORITY

Policy

Key Issues

- Service Levels
- Staffing Needs
- Costs
- Funding
- Timing with Community Growth
- Residents’ Expectations

Activities/Milestones

1. Finalize City Staffing Plan
2. **BUDGET WORKSHOP:** Budget
FY 23 Discussion and Direction
3. **DECISION:** Budget FY 23
Adoption and Service/Staffing
Funding

Time

1/22
2/22
3/22

Responsibility: Human Resources

ACTION: Formal Contract: City of Grimes-Commerce of
Commerce/ Economic Development: Development and
Approval

PRIORITY

Policy

Key Issues

- Goals
- Performance Metrics
- Regular Reporting to City and Mayor-City Council
- Scope of Services

Activities/Milestones

1. Finalize draft contract
2. Prepare budget proposal
3. **BUDGET WORKSHOP:**
Presentation, Discussion and Direction
4. **DECISION:** Budget FY 22 Funding
5. Chamber Board: Contract Approval
6. **DECISION:** Contract Approval

Time

1/22
1/22
2/22

3/22
2/22
4/22

Responsibility: City Administrator

ACTION: Five-Year Financial Plan/Model: Development

PRIORITY

Mgmt Top

Key Issues

- Library Model
- GrimeSPlex Model
- Revenues Options
- Debt

Activities/Milestones

1. Finalize draft financial model
2. **PRESENTATION:** Financial Model

Time

12/21
12/21

Responsibility: Finance

ACTION: WRA Agreement Implementation: Major Project and Next Step

PRIORITY

Mgmt Top

Key Issues

- City of Urbandale Agreement
- DNR Permit Approval
- Rate Structure
- Projects
- Construction
- Operational: July 2023

Activities/Milestones

- A. PROPERTY ACQUISITION
 - 1. Finalize Agreement with the City of Urbandale
 - 2. Finalize and record property owner easements
- B. DNR
 - 1. Submit for DNR permit
 - 2. Obtain DNR permit approval
- C. RATES
 - 1. Complete Report on Rate Analysis
 - 2. **DECISION:** Rate Structure
 - 3. Implement new rates
- D. PROJECTS
 - 1. Prepare bid package (2)
 - 2. **DECISION:** Award Contract
 - 3. Prepare bid package (2)
 - 4. **DECISION:** Award Contract

Time

12/21

12/21

12/21

1/22

11/21

12/21

1/22

12/21

2/22

2/22

4/22

Responsibility: Development Services

ACTION: Water System Study/Model: Completion and Direction;
Existing Water Infrastructure and Future Water
Infrastructure

PRIORITY

Mgmt Top

Key Issues

- Existing Water System Improvements
- Water System Improvements for Growth
- Funding
- Direction: Thorpe Water District – Future Consideration

Activities/Milestones

1. Complete PM Study
2. **CIP WORKSHOP:** Presentation of Study, Discussion and Direction
3. **DECISION:** CIP Budget FY 23 Adoption and Funding

Time

12/21

12/21

1/22

Responsibility: Development Service/City Engineer

ACTION: Citywide Information Technology Upgrades: Needs Assessment, Best Practices, Gap Analysis, Direction and Funding

PRIORITY

Mgmt High

Key Issues

- Software Licensing
- Hardware Standardization

Activities/Milestones

1. Complete upgrade budgeted for FY 22
2. Complete initial assessment
3. Prepare budget proposal
4. **BUDGET WORKSHOP:** Budget FY 23 Presentation, Discussion and Direction
5. **DECISION:** Budget FY 23 Adoption and Funding

Time

7/22

12/21

1/22

2/22

3/22

Responsibility: Information Technology

ACTION: Pavement Management Study and Service Level:
Report, Direction and Funding

PRIORITY

<i>Mgmt High</i>

Key Issues

- Service Levels
- Funding
- Current Street Condition

Activities/Milestones

1. Complete study
2. **PRESENTATION:** Study Review

Time

4/22

5/22

Responsibility: City Engineer

ACTION: City Cyber Security Plan: Development, Direction,
Funding and City Actions

PRIORITY

Mgmt High

Key Issues

- Remote Connectivity
- Edge Security
- Internal Security Monitoring

Activities/Milestones

1. Complete Security Assessment
2. Prepare Budget proposal
3. **BUDGET WORKSHOP:**
Presentation, Discussion and
Direction
4. **DECISION:** Budget FY 23
Adoption and Funding

Time

1/22
1/22
2/22
3/22

Responsibility: Information Technology

ACTION: City Property Inventory/Disposition Policy and
Process: Direction and Implementation

PRIORITY

Mgmt

Key Issues

- Link to Grimes Vision, Goals and Master Plan
- Property Inventory
- Property Use
- Property Sale
- Potential Buyer Evaluation
- Performance Requirement

Activities/Milestones

1. Develop marketing materials, disposal schedule and buyer process
2. **DECISION:** Direction
3. **DECISION:** 1st Parcel Sale

Time

4/22
5/22
3/22

Responsibility: Development Services

ACTION: Annual City Employee Competitive Compensation:
Market Analysis and Direction

PRIORITY
Mgmt

Key Issues

- Competitiveness
- Funding

Activities/Milestones

1. Complete Market Survey with comparable cities
2. Prepare report with recommendations for Budget FY 23
3. **BUDGET WORKSHOP:** Presentation and Direction
4. **DECISION:** Budget FY 23 Adoption and Funding

Time

12/21
12/21
2/22
3/22

Responsibility: Human Resources

„ Management in Progress 2021 – 2022			TIME
1	1. Strategic Plan: Update	CA	11/21
1	2. Reap 2022 Grant: Application/Agreement	DS	8/22
1	3. AV Equipment Chamber: Upgrade	IT	10/22
1	4. Fire-Development Services Integration Report	FIRE	12/21
1	5. GIS Software	IT	
	a. Acquisition		10/21
	b. Implementation		2/22
1	6. Fire Services Contracts: Update Grant Township 28e Agreement	FIRE	2/22
1	7. IT Security Protocols	IT	12/21
1	8. IT Training	IT	7/22
1	9. Agenda Management Process with OPG-3	CC	4/22
1	10. Building Maintenance Checks: Improvements	PW	10/22
1	11. Thorpe Meter Replacement		
	a. Funding	FIN	OTH
	b. Installation: Kickoff		
1	12. Fire Safety Education: Enhancements: Funding/Grants	FIRE	6/22
1	13. Fire Specialty Services Analysis and Partnership, Training	FIRE	6/22
	a. Confined Space		
	b. Trench Rescue		
1	14. Enterprise Rates and Charges: Annual Adjustments	FIN	1/22
1	15. Laserfiche: Expansion	CC	7/22
1	16. High Risk Structures: Pre-Planning	FIRE	12/21
1	17. Capital Equipment Replacement Spreadsheet	FIN	12/21
1	18. New Employee Orientation Program: Development	HR	
1	19. Employee Engagement and Productivity Metrics: Development and Implementation	HR	
1	20. Water Rescue Metro Response: Evaluation	FIRE	2/22
1	21. Drone Use: Expansion	FIRE	3/22
1	22. Lifepak 15 Heart Monitor: Replacements	FIRE	12/21
1	23. Statement Billing for Customers	FIN	3/22
1	24. Firefighter Sleep Trailer: Lease Renewal	FIRE	11/21
1	25. EnCode: Update	DS	2/22
1	26. ADA Compliance Officers: Certification	DS	10/22
1	27. Collective Bargaining and Labor Agreements: Strategy	HR	1/22
	a. IAF		
	b. AFSCME		

„ Management in Progress 2021 – 2022			TIME
1	28. Window 10: Upgrade	IT	2/22
1	29. Parks Donation Policy/Program: Development	P&R	4/22
1	30. Financial Audit: Preparation	FIN	11/21
1	31. City Liability Insurance Renewal	CC	12/21
1	32. Transient Merchant Ordinance: Development and Adoption (City Council)	DS	12/21
1	33. Development Services Process Improvements	DS	Ongoing
1	34. Website Development: Integration LF and EnCode	DS	12/22
1	35. Strategic Planning Tracking Online Portal	DS/IT	10/22
1	36. AP/AR/Payroll/Ambulance Collection Procedural Manual: Development	FIN	1/22
1	37. Private Fire Hydrants Maintenance	FIRE	1/22
1	38. Fire Station Connectivity	FIRE	12/21
1	39. Fire Website	FIRE	7/22
1	40. Safety Program: Rollout	HR	
1	41. New Employee Orientation/Onboarding/Training	HR	
1	42. Citywide Electronic File Accessibility	HR	
1	43. Email Spam Filter	IT	1/22
1	44. Information Technology Network Equipment Server Relocation to GCC	IT	12/21
1	45. City Access Control	IT	
	a. Evaluation		10/22
	b. Proposal (Budget FY 24)		3/23
1	46. Security Cameras Installation: Evaluation Report	IT	10/22
	a. GCC		
	b. City Hall		
	c. Parks		
	d. Public Works		
1	47. Legacy Removal		
1	48. Cloud-Based Emails: Evaluation and Decision	IT	3/22
1	49. Public Works Building Space Plan	PW	4/22
1	50. Public Works Department Structure Evaluation and Direction	PW	
1	51. Public Works Vendors and Inhouse Evaluation and Direction	PW	7/22
1	52. Utility Bills Redesign	U	2/22
1	53. Utility Accounts Audits	U	Ongoing
1	54. Utility Statement Billing	U	2/22
1	55. Parks & Recreation Organization Chart	P&R	12/21

„ Major Projects 2021 – 2022				TIME
1	1. Generator: Installation			
	a. City Hall			11/22
	b. Fire Station			11/22
1	2. Water Treatment Plant: Construction	CE		1/22
1	3. Traffic Sign Network Implementation: Engineering System Design, Bid and Award	CE		2023
1	4. Trail Ridge Water Main Replacement	PW		11/21
1	5. Permanent Traffic Signal at County Line/Highway 44	PW		8/22
1	6. Annual Asphalt Overlay Program	PW		10/22
1	7. Annual Concrete Patching Program	PW		10/22

GOAL 2	GREAT PLACE TO LIVE THROUGH EXPANDED QUALITY OF LIFE AMENITIES
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ACTION: Trail Connectivity Gap Analysis and Projects: Report, Funding and City Actions

PRIORITY

Policy Top

Key Issues

- Trail Gaps
- Projects
- Costs
- Funding
- Connectivity to City of Johnston and Other Communities
- Crossing Highway 141
- Link to Polk County Conservation Bond Referendum Election

Activities/Milestones

1. Review current Master Plan
2. Define scope and prepare budget proposal
3. **BUDGET WORKSHOP:** Presentation and Direction on Projects
4. **DECISION:** Budget FY 23

Time

12/21
12/21
2/22
3/22

Responsibility: Parks & Recreation

ACTION: Major Legacy Park: Definition, Scope, Location and Direction

PRIORITY

Policy Top

Key Issues

- Purposes/Outcomes
- 40+++ Acres Need
- Location(s)
- Park Venues/Elements
- Cost Range
- Maintenance Costs

Activities/Milestones

1. Define concept– size, location, park elements, cost range
2. Prepare report
3. **WORKSHOP:** Presentation, Discussion and Direction
4. Prepare CIP budget proposal
5. **CIP WORKSHOP:** Direction
6. **DECISION:** CIP Budget FY 24 Adoption and Funding

Time

1/22
5/22
6/22
12/22
12/22
1/23

Responsibility: Parks & Recreation/Development Services

ACTION: Trail along Highway 44 (Dallas Center): Vision/
Community Involvement Plan Development, Direction
and Funding

PRIORITY

Policy High

Key Issues

- Outcomes/Vision
- Community Engagement
- Plan
- Projects
- Costs
- Funding

Activities/Milestones

1. Conduct Stakeholder Meetings
2. Prepare initial draft Study
3. **STRATEGIC PLANNING**
WORKSHOP: Presentation,
Discussion and Direction

Time

4/22
7/22
9/22

Responsibility: Parks & Recreation/Development Services

ACTION: Pond Development near GrimesPlex: Future Recreation Uses/Programming, Improvement Definition, Direction and Funding

PRIORITY

Policy High

Key Issues

- Parking
- Trail
- Shelter
- Property

Activities/Milestones

1. Prepare Report on Status and Future Direction
2. **CIP WORKSHOP:** Presentation and Direction on Acquisition
3. **DECISION:** CIP Budget Adoption and Funding
4. **DECISION:** Acquisition Approval

Time

12/21

12//21

1/22

10/22

Responsibility: Development Services/Parks & Recreation

ACTION: Library Project: Next Steps, Fund Raising and Construction

PRIORITY

<i>Mgmt Top</i>

Key Issues

- Fund Raising
- Construction

Activities/Milestones

1. Issue RFP for Construction
2. **DECISION**; Award
3. Groundbreaking
4. Open

Time

11/21
12/21
5/22
8/23

Responsibility: Library

ACTION: Local Sports Clubs Agreement on Field Use: Direction and Actions

PRIORITY

<i>Mgmt</i>

Key Issues

- Usage
- Rate
- Youth Tournaments

Activities/Milestones

1. Prepare draft agreement
2. Park Board Decision: Agreement Approval
3. Agreement in Place

Time

1/22
2/22
3/22

Responsibility: Parks & Recreation

„ Management in Progress 2021 – 2022			TIME
2	1. Parkland Dedication Ordinance: Development and Adoption (City Council)	DS	6/22
2	2. Governors Day Permanent Location	P&R	6/23
2	3. Library Landscape Plan: Completion	LIB	6/22
2	4. Library Fund Raising for Groundbreaking	LIB	6/22
2	5. Library Internal and External Communications: Completion	LIB	6/22
2	6. Library Staff Communications Technology: Completion	LIB	6/22
2	7. Library Staff Continuing Education for New Building: Completion	LIB	6/22
2	8. Library Succession Plan: Completion	LIB	6/22
2	9. Library Fund Raising: Completion	LIB	8/22
2	10. Library Accreditation: Preparation	LIB	8/22
2	11. Library Technology Upgrade: Completion	LIB	6/22

„ Major Projects 2021 – 2022			TIME
2	1. GCC Upgrades	DS	TBD
	a. Generator: Grant Application Notification		12/21
	b. Restroom: Funding (City Council)		5/22
	c. ADA Entrance		12/21
	d. Roof: Comprehensive Evaluation		
2	2. Splash Pad Project	P&R	1/22
	a. Final Design		8/22
	b. Construction		
2	3. Kennybrook Park: Completion and Open Celebration	P&R	4/22
2	4. Disc Golf Park Development: Design and Construction	P&R	7/22
2	5. North Complex Parking Lot Expansion	P&R	12/21
2	6. Skate Park Donation and Amenities	P&R	12/21
2	7. South Complex Irrigation System	P&R	11/21
2	8. Tennis Courts Resurfacing	P&R	11/21
2	9. Pickleball Courts Additions (2)	P&R	11/21

GOAL 3	DYNAMIC TOWN WITH A STRONG SENSE OF COMMUNITY
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ACTION: GrimesPlex: Next Steps		<table><tr><td>PRIORITY</td></tr><tr><td><i>Policy Top</i></td></tr></table>	PRIORITY	<i>Policy Top</i>
PRIORITY				
<i>Policy Top</i>				
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>		
· City Role	1. Secure professional services	11/21		
· Operational Plan	2. Develop ProForma	1/22		
· Funding	3. BRIEFING: ProForma Overview	3/22		
· Opening Celebration				

ACTION: Annexation Policy and Strategy: Direction and Next Steps

PRIORITY

Policy High

- a. Urbandale Agreement
- b. Voluntary Annexations
- c. West Territory

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
· Urbandale Annexation Agreement	A. CITY OF URBANDALE AGREEMENT	
· Individual Annexation Application	1. DECISION: Agreement Approval	12/21
· Capital Project – West	B. VOLUNTARY ANNEXATIONS	
· Project Costs	1. Gather voluntary applications (2)	3/22
· Funding Mechanism	2. DECISION: Annexation	7/22
	C. WEST ANNEXATION	
	1. Prepare annexation strategy, identify property owners and determine capital improvement needs/costs and funding options	12/21
	2. BRIEFING: Update, Feedback and Direction	10/22
	3. Prepare CIP budget proposal	12/22
	4. CIP WORKSHOP: Presentation, Discussion and Direction	12/22
	5. DECISION: CIP Budget FY 24 Decision – Funding for Projects	1/23

Responsibility: Development Services

ACTION: James Street Corridor Study: Completion, Direction and Funding

PRIORITY

Policy High

Key Issues

Activities/Milestones

Time

- | | | |
|---|--|-------|
| . | 1. Complete study | 12/21 |
| | 2. Prepare CIP budget proposal | 12/21 |
| | 3. CIP WORKSHOP: Presentation, Discussion and Direction | 12/21 |
| | 4. DECISION: CIP Budget FY 23 Decision and Funding | 1/22 |

Responsibility: City Engineer

ACTION: Highway 44 Corridor Study: Completion, Direction and Funding

PRIORITY

Policy High

Key Issues

.

Activities/Milestones

- | | <u>Time</u> |
|--|-------------|
| 1. Complete study | 12/21 |
| 2. Prepare CIP budget proposal | 12/21 |
| 3. CIP WORKSHOP: Presentation, Discussion and Direction | 12/21 |
| 4. DECISION: CIP Budget FY 23 Decision and Funding | 1/22 |

Responsibility: City Engineer

ACTION: Street Master Plan: Scope, Direction, Funding and City Actions

PRIORITY

Policy High

Key Issues

- Scope of Master Plan
- Costs
- Funding
- Future Streets
- Link to Land Uses

Activities/Milestones

1. Define scope and prepare budget proposal
2. **BUDGET WORKSHOP:** Presentation, Discussion and Direction
3. **DECISION:** Budget FY 22 Decision and Funding
4. Secure consultant
5. Complete Master Plan
6. **WORKSHOP:** Presentation, Discussion and Feedback
7. Finalize Master Plan
8. **DECISION:** Plan Adoption

Time

12/21
2/22
3/22
5/22
2/23
4/23
6/23
7/23

Responsibility: Development Services/City Engineer

ACTION: SE 11th Extension: Final Design, Direction and Funding

PRIORITY

Policy High

Key Issues

- ROW Acquisition
- Flood Plain
- FEMA Regulation
- Flood Map Change
- Construction Costs
- Funding Mechanism
- Link to Sport Complex
- Project Phasing

Activities/Milestones

1. Prepare CIP budget proposal
2. **CIP WORKSHOP:**
3. **DECISION:** CIP FY 23 Adoption and Funding
4. Secure consultant
5. Complete Final Design

Time

12/21
12/21
1/22
8/22
4/24

Responsibility: City Engineer

ACTION: Future Land Use Map

- a. Northwest Territory
- b. South James Territory
- c. WRA Territory

PRIORITY

Mgmt Top

Key Issues

- Conflicting Uses
- Transition Area
- Market Reality
- Product Types
- Density
- Multi-Family
- Attainable Housing

Activities/Milestones

1. Finalize initial Report
2. **WORKSHOP:** Presentation, Feedback and Direction
3. Finalize Future Land Use Plan
4. P&Z: Review and Recommendations
5. **DECISION:** Land Use Map Adoption

Time

5/22
6/22
7/22
8/22
10/22

Responsibility: Development Services

ACTION: Zoning Ordinance – General Regulations: Review and Revision

PRIORITY

Mgmt High

Key Issues

Activities/Milestones

Time

- | | |
|---|------|
| 1. Revise General Regulations Ordinance | 5/22 |
| 2. P&Z Board: Ordinance Review and Recommendation | 6/22 |
| 3. DECISION: Ordinance Adoption | 7/22 |

Responsibility: Development Services

ACTION: Westward Sanitary Sewer Analysis/Plan: Development and Funding

PRIORITY

<i>Mgmt</i>

Key Issues

- Existing Infrastructure
- Bottle Necks
- I & I

Activities/Milestones

1. Complete Analysis/Plan/Study

Time

9/22

Responsibility: City Engineer

„ Management in Progress 2021 – 2022			TIME
3	1. Marketing Local Development Opportunities	CofC	Ongoing
3	2. Important Databases: Regular Updates	CofC	Ongoing
	a. LOIS Sites		
	b. LOIS Buildings		
	c. ED Tracker		
3	3. Video Library: Development (6 for Economic Development)	CofC	Ongoing
3	4. SUDAS Supplemental Specs: Development (City Council)	CE	1/22
3	5. Traffic Signal Network Plan	CE	
	a. System Design		7/23
	b. Bids(3) (City Council)		8/22
3	6. WRA FOG Ordinance: Adoption (City Council)	CE	5/22
3	7. Grant Program for Grease Retrofits Program and Funding (FOG Ordinance Implementation) (City Council)	CE	5/22
3	8. Business Retention and Expansion Visits: Report on Trends (Presentation)	CofC	Ongoing
3	9. Stormwater Management Ordinance: Development and Adoption (City Council)	DS	9/22
3	10. Food Trucks Inspections and Licensing	FIRE	3/22
3	11. Fire Tracking Inspections	FIRE	7/22
3	12. Fire Protection Systems Permitting Requirements: Modifications/Ordinance Changes (Difference between City of Johnston and City of Grimes) (City Council)	FIRE	12/22

„ Major Projects 2021 – 2022			TIME
3	1. Traffic Signals: Installation (4)	PW	12/21
3	2. Safe Routes to School Master Plan: Crosswalks	PW	11/21
3	3. SE Jacob Resurfacing and Water Main Replacement: Construction	PW	5/22
3	4. 19 th Corridor Sewer – West of James: Design and Construction	CE	12/22
3	5. MetroNet Project: Completion	PW	12/21

GOAL 4	MORE BEAUTIFUL, VIBRANT COMMUNITY
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ACTION: Tree and Forestation Policy and Program: Direction and Funding		PRIORITY
		<i>Policy</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
· City Role	1. Secure consultant	7/22
· ROW Trees	2. Review existing ordinance	8/22
· Tree Maintenance	3. Investigate best practices	8/22
· Tree Removal	4. Prepare draft ordinance	10/22
· Funding	5. DECISION: Ordinance Adoption	11/22
· Tree Types	6. Prepare CIP budget proposal	12/22
· Tree Locations	7. CIP WORKSHOP: Discussion and Direction	12/22
· Utility Lines	8. DECISION: CIP Budget FY 24 – Funding for Trees and Forestation	1/23
· Who Decides – City Council or Staff		
· Maintenance Regulations		
Responsibility: Public Works		

ACTION: Tree Farm and Greenhouse Nursey: Concept,
Location, Direction and Funding

PRIORITY

Policy

Key Issues

- Concept
- City Role
- Horticulturist Position
- Wellfield
- Trees Type
- Tree Farm Locations: GCC,
Wallace Farm, Wellfield
- Irrigation
- Council’s Role
- Tree Board’s Role
- Tree City USA Recognition

Activities/Milestones

1. Develop plan
2. Tree Board: Plan review
3. Phase 1 – Plant trees

Time

3/22
4/22
5/22

Responsibility: Parks & Recreation

ACTION: Public Art Master Plan: Policy Review, Direction,
Funding and City Actions

PRIORITY

Policy

Key Issues

- Outcomes
- Best Practices
- Guidelines for Grimes
- Champions – Degree of Support
- Staffing
- Funding Mechanism
- Sense of Place
- Grants
- Entrance Signs to Grimes

Activities/Milestones

1. Finalize Public Art Master Plan
2. **DECISION:** Presentation and Direction

Time

5/22

7/22

Responsibility: Library/Parks & Recreation

ACTION: Zoning Ordinance: Review and Revision

PRIORITY

Mgmt High

Key Issues

- Outcomes
- Landscaping Standards
- Lighting Standards
- Regulatory Requirements
- Enforcement/Compliance

Activities/Milestones

- A. LANDSCAPE AND LIGHTING
 1. Revise Landscape and Lighting Ordinance
 2. P&Z Board: Ordinance Review and Recommendation
 3. **DECISION:** Ordinance Adoption
- B. ARCHITECTURAL STANDARDS
 1. Revise Landscape and Lighting Ordinance
 2. P&Z Board: Ordinance Review and Recommendation
 3. **DECISION:** Ordinance Adoption

Time

2/22

3/22

4/22

9/22

10/22

11/22

Responsibility: Development Services

ACTION: Trail Maintenance/Condition Upgrade:
Report, Direction and Funding

PRIORITY

Policy

Key Issues

- Condition Problems
- Problem Areas
- Plan for Rehab
- Plan for Re-construction
- Costs
- Projects
- Project Priorities
- Funding Mechanism

Activities/Milestones

1. Identify acute problems
2. Complete maintenance
3. Review Condition Report/Data
4. Identify maintenance issue
5. Develop Plan for Trail Rehab/Re-construction
6. **WORKSHOP:** Plan Presentation, Discussion and Feedback
7. Prepare CIP Budget Proposal
8. **CIP WORKSHOP:** Discussion and Direction
9. **DECISION:** CIP FY 24 Decision – Funding for Projects

Time

10/21
12/21

7/22
9/22
12/22
12/22
1/23

Responsibility: Parks & Recreation/Public Works

„ Management in Progress 2021– 2022			TIME
4	1. Tree Plantings: Annual (100)	PW	11/22
4	2. EAB Tree Removal/Management Program	PW	Ongoing
4	3. Debris Management Program: Development	PW	11/22

Policy Calendar 2021 – 2022

MONTH

October 2021

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

MONTH

November 2021

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

MONTH

December 2021

1. **DECISION:** Communications Position Direction and Budget Amendment
2. **CIP WORKSHOP:** CIP FY 23 Presentation, Discussion and Direction
 - a. City Buildings and Facilities Master Plan: GCC Upgrade – Roof and Restroom
 - b. Water System Study/Model
 - c. Wallace Farms Development
 - d. Pond Development near GrimesPlex
 - e. James Street Corridor Study
 - f. Highway 44 Corridor Study
 - g. SE 11th Extension
 - h. Trail Maintenance/Condition Upgrade
3. **CIP WORKSHOP:** Debt Service Levy Presentation and Direction
4. **PRESENTATION:** Financial Model
5. **DECISION:** WRA Rate Structure
6. **DECISION;** Award Construction Contract for Library Project
7. **DECISION:** City of Urbandale Annexation Agreement Approval

MONTH

January 2022

1. **DECISION:** CIP FY 23 Adoption and Funding
2. **DECISION:** CIP FY 23 Debt Level and Service
3. **DECISION:** SUDAS Supplemental Specs
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

MONTH

February 2022

1. **BUDGET WORKSHOP:** Budget FY 23 Presentation and Direction
 - a. City Services and Staffing Plan
 - b. Formal Contract: City of Grimes-Commerce of Commerce
 - c. Citywide Information Technology Upgrades
 - d. City Cyber Security Plan
 - e. Annual City Employee Competitive Compensation
 - f. Trail Connectivity Gap Analysis and Projects
 - g. Street Master Plan
2. **DECISION:** Award Contract for WRA Projects (2)
- 3.
- 4.
- 5.
- 6.
- 7.

MONTH

March 2022

1. **DECISION:** Budget FY 23 Adoption and Tax Rate
2. **DECISION:** City Property 1st Parcel Sale
3. **BRIEFING:** GrimesPlex ProForma Overview
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

MONTH

April 2022

1. **WORKSHOP:** Fire Services Study Presentation, Discussion and Direction
2. **DECISION:** Contract with Chamber of Commerce Approval
3. **DECISION:** Award Contract for WRA Projects (2)
4. **DECISION:** Landscape and Lighting Ordinance Adoption
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

MONTH

May 2022

1. **DECISION:** Fire Services Study Adoption
2. **PRESENTATION:** Pavement Management Study Review
3. **DECISION:** City Property Inventory/Disposition Policy and Process Direction
4. **DECISION:** WRA FOG Ordinance
5. **DECISION:** Grant Program for Grease Retrofits Program and Funding
- 6.
- 7.
- 8.

MONTH

June 2022

1. **DECISION:** Wallace Farms Development Direction
2. **WORKSHOP:** Major Legacy Park Presentation, Discussion and Direction
3. **DECISION:** Parkland Dedication Ordinance
4. **WORKSHOP:** Future Land Use Map Presentation, Feedback and Direction
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

MONTH

July 2022

1. **DECISION:** Voluntary Annexation
2. **DECISION:** Zoning Ordinance – General Regulations Adoption
3. **DECISION:** Public Art Master Plan
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

MONTH

August 2022

1. **DECISION:** Award Contract for GCC Project Construction
2. **DECISION:** Traffic Signal Network Plan Award Contract
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

MONTH

September 2022

1. **STRATEGIC PLANNING WORKSHOP:** Presentation, Discussion and Direction
 - a. Trail along Highway 44 (Dallas Center)
2. **DECISION:** Stormwater Management Ordinance
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

City of Grimes 2022 Strategic Plan and Action Agenda Summary Tracker

	Status Indicators:	ONGOING	NO PROGRESS	SOME PROGRESS	COMPLETE
	Status as of:	12/9/2021			
Category	RM	Description	Activities / Milestones	Date	Status
Goal 1: High-Performing Organization Providing Exceptional Professional Services					
Policy	Finance	Budget & Tax Rate: Direction	Prepare Budget	1/22	NO PROGRESS
			Budget Workshop: FY 23 Presentation & Decision	2/22	NO PROGRESS
			Budget FY 23 Adoption & Tax Rate	3/22	NO PROGRESS
Policy	HR	City Strategic Communications Position & Strategy: Direction & Funding	Develop job description & budget proposal	11/21	NO PROGRESS
			Decision: Direction & Budget Amendment	12/21	NO PROGRESS
			Post position	1/22	NO PROGRESS
			Hire/onboard	5/22	NO PROGRESS
Policy	Fire	Fire Services: Evaluation Study Completion: Direction & City Actions	Complete Fire Study	12/21	NO PROGRESS
			Fire Board: Review, Recommendations & Comments	1/22	NO PROGRESS
			Workshop: Study Presentation, Discussion & Direction	4/22	NO PROGRESS
			Finalize Study	4/22	NO PROGRESS
			Decision: Study Adoption	5/22	NO PROGRESS
			Begin negotiation for new 28E updated Agreement based upon adopted study & recommendations	7/22	NO PROGRESS
Policy	Engin.	Capital Improvement Program/Plan: Funding Strategy	Prepare CIP FY 23	12/21	NO PROGRESS
			CIP Workshop: Presentation	12/21	NO PROGRESS
			Decision: CIP FY 23 adoption & funding	1/22	NO PROGRESS
Policy	PW/DS	City Buildings & Facilities Master Plan: GCC Upgrade	Complete GCC Assessment-Condition & Space Analysis	12/21	NO PROGRESS
			CIP Workshop: Presentation, Direction, Projects & Funding	12/21	NO PROGRESS
			DIP Decision: Project & Funding (Roof /Restroom)	1/22	NO PROGRESS
			Prepare bid process	2/22	NO PROGRESS
			Decision: Award Contract	8/22	NO PROGRESS
			Complete project	11/22	NO PROGRESS
Policy	Finance	Debt Service Levy: Direction	Prepare report with CIP	12/21	NO PROGRESS
			CIP Workshop: Presentation & Direction	12/21	NO PROGRESS
			Decision: CIP FY 23 Debt Level & Service	1/22	NO PROGRESS

City of Grimes 2022 Strategic Plan and Action Agenda Summary Tracker

	Status Indicators:	ONGOING	NO PROGRESS	SOME PROGRESS	COMPLETE
	Status as of:	12/9/2021			
Category	RM	Description	Activities / Milestones	Date	Status
Goal 1: High-Performing Organization Providing Exceptional Professional Services					
Policy	HR	City Services & Staffing Plan: Projections, Population & Staffing Needs, Plan Development w/Triggers for Budget, Direction & Funding	Finalize City Staffing Plan	1/22	NO PROGRESS
			Budget Workshop: Budget FY 23 Discussion & Direction	2/22	NO PROGRESS
			Decision: Budget FY 23 Adoption, Service/Staffing/Funding	3/22	NO PROGRESS
Policy	CA	Formal Contract: City / Chamber /Economic Development: Development & Approval	Finalize draft contract	1/22	NO PROGRESS
			Prepare budget proposal	1/22	NO PROGRESS
			Budget Workshop: Presentation, Discussion & Direction	2/22	NO PROGRESS
			Decision: Budget FY 22 Funding	3/22	NO PROGRESS
			Chamber Board: Contract approval	4/22	NO PROGRESS
			Decision: Contract approval	5/22	NO PROGRESS
Management	Finance	Five-Year Financial Plan / Model: Development	Finalize draft Financial Model	12/21	NO PROGRESS
			Presentation: Financial Model	12/21	NO PROGRESS
Management	DS	WRA Agreement Implementation: Major Project & Next Step	Property Acquisition		NO PROGRESS
			1. Finalize Agreement w/ Urbandale	12/21	NO PROGRESS
			2. Finalize & Record property owner easements	12/21	NO PROGRESS
			DNR		NO PROGRESS
			1. Submit for DNR Permit	12/21	NO PROGRESS
			2. Obtain DNR permit approval	1/22	NO PROGRESS
			Rates		NO PROGRESS
			1. Complete report on rate analysis	11/21	NO PROGRESS
			2. Decision: Rate structure	12/21	NO PROGRESS
			3. Implement new rates	1/22	NO PROGRESS
			Projects		NO PROGRESS
			Prepare bid package (2)	12/21	NO PROGRESS
			2. Decision: Award Contract	2/22	NO PROGRESS
			3. Prepare bid package (2)	2/22	NO PROGRESS
			4. Decision: Award Contract	4/22	NO PROGRESS

City of Grimes 2022 Strategic Plan and Action Agenda Summary Tracker

	Status Indicators:	ONGOING	NO PROGRESS	SOME PROGRESS	COMPLETE
	Status as of:	12/9/2021			
Category	RM	Description	Activities / Milestones	Date	Status
Goal 1: High-Performing Organization Providing Exceptional Professional Services					
Management	DS/CE	Water System Study/Model: Completion & Direction; Existing Water Infrastructure & Future Water Infrastructure	Complete PM Study	12/21	NO PROGRESS
			CIP Workshop: Presentation of study, discussion & direction	12/21	NO PROGRESS
			Decision: CIP Budget FY 23 Adoption & Funding	1/22	NO PROGRESS
Management	IT	Citywide Information Technology Upgrades: Needs assessment, Best Practices, Gap analysis, Direction & Funding	Complete upgrades budgeted for FY 22	7/22	NO PROGRESS
			Complete initial assessment	12/21	NO PROGRESS
			Prepare budget proposal	1/22	NO PROGRESS
			Budget Workshop: Budget FY 23 Presentation, Discussion & Direction	2/22	NO PROGRESS
			Decision: Budget FY 23 Adoption & Funding	3/22	NO PROGRESS
Management	CE	Pavement Management Study & Service Level: Report, Direction & Funding	Complete Study	4/22	NO PROGRESS
			Presentation: Study Review	5/22	NO PROGRESS
Management	IT	City Cyber Security Plan: Development, Direction, Funding & City Actions	Complete security assessment	1/22	NO PROGRESS
			Prepare budget proposal	1/22	NO PROGRESS
			Budget Workshop: Presentation, Discussion & Direction	2/22	NO PROGRESS
			Decision: Budget FY23 Adoption & Funding	3/22	NO PROGRESS
Management	DS	City Property Inventory/Disposition policy & Process: Direction & Implementation	Development marketing materials, disposal schedule & buyer process	4/22	NO PROGRESS
			Decision: Direction & Budget Amendment	5/22	NO PROGRESS
			Decision: 1st Parcel Sale	3/22	NO PROGRESS
Management	HR	Annual City Employee Competitive Compensation: Market Analysis & Direction	Complete Market Survey with comparable cities	12/21	NO PROGRESS
			Prepare report with recommendations for Budget FY 23	12/21	NO PROGRESS
			Budget Workshop: Presentation & Direction	2/22	NO PROGRESS
			Decision: Budget FY 23 Adoption & Funding	3/22	NO PROGRESS

City of Grimes 2022 Strategic Plan and Action Agenda Summary Tracker

	Status Indicators:	ONGOING	NO PROGRESS	SOME PROGRESS	COMPLETE
	Status as of:	12/9/2021			
Category	RM	Description	Activities / Milestones	Date	Status
Goal 2: Great Place to Live Through Expanded Quality of Life Amenities					
Policy	P & R	Wallace Farms Development: Direction	Secure professional services	11/21	NO PROGRESS
			Develop CIP budget proposal	12/21	NO PROGRESS
			CIP Workshop: Presentation & Direction	1/22	NO PROGRESS
			Decision: CIP Budget 23	3/22	NO PROGRESS
			Finalize concept plan	4/22	NO PROGRESS
			Prepare RFP for Barn Salvage	5/22	NO PROGRESS
			Decision: Direction & Budget Amendment	6/2	NO PROGRESS
			Develop construction drawing	9/22	NO PROGRESS
			Governor's Day	6/23	NO PROGRESS
Policy	P & R	Trail Connectivity Gap Analysis & Projects: Report, Funding & City Actions	Review Current Master Plan	12/21	NO PROGRESS
			Define scope & prepare budget proposal	12/21	NO PROGRESS
			Budget workshop: Presentation & direction on projects	2/22	NO PROGRESS
			Decision: Budget FY 23	3/22	NO PROGRESS
Policy	PR/DS	Major Legacy Park: Definition, Scope, Location & Direction	Define concept-size, location park elements, cost range	1/22	NO PROGRESS
			Prepare report	5/22	NO PROGRESS
			Workshop: Presentation, Discussion & Direction	6/22	NO PROGRESS
			Prepare CIP Budget proposal	12/22	NO PROGRESS
			CIP Workshop: Direction	12/22	NO PROGRESS
			Decision: CIP Budget FY 24 Adoption & Funding	1/23	NO PROGRESS

City of Grimes 2022 Strategic Plan and Action Agenda Summary Tracker

	Status Indicators:	ONGOING	NO PROGRESS	SOME PROGRESS	COMPLETE
	Status as of:	12/9/2021			
Category	RM	Description	Activities / Milestones	Date	Status
Goal 2: Great Place to Live Through Expanded Quality of Life Amenities					
Policy	PR/DS	Trail along Highway 44 (Dallas Center): Vision/Community Involvement Plan Development, Direction & Funding	Conduct Stakeholder meetings	4/22	NO PROGRESS
			Prepare initial draft study	7/22	NO PROGRESS
			Strategic Planning Workshop: Presentation, Discussion, Direction	9/22	NO PROGRESS
Policy	DS/PR	Pond Development near Grimes Plex: Future recreation uses/programming, Improvement, Definition, Direction & Funding	Prepare report on status & future direction	12/21	NO PROGRESS
			CIP Workshop: Presentation & direction on acquisition	12/21	NO PROGRESS
			Decision: CIP Budget adoption & funding	1/22	NO PROGRESS
			Decision: Acquisition approval	10/22	NO PROGRESS
Management	Library	Library Project: Next steps, Fund Raising & Construction	Issue RFP for Construction	11/21	NO PROGRESS
			Decision: Award Contract	12/21	NO PROGRESS
			Groundbreaking	5/22	NO PROGRESS
			Open	8/23	NO PROGRESS
Management	P&R	Local Sports Clubs Agreement on Field Use: Direction & Actions	Prepare draft agreement	1/22	NO PROGRESS
			Park Board Decision: Agreement approval	2/22	NO PROGRESS
			Agreement in Place	3/22	NO PROGRESS

City of Grimes 2022 Strategic Plan and Action Agenda Summary Tracker

	Status Indicators:	ONGOING	NO PROGRESS	SOME PROGRESS	COMPLETE
	Status as of:	12/9/2021			
Category	RM	Description	Activities / Milestones	Date	Status
Goal 3: Dynamic Town with a Strong Sense of Community					
Policy	PR/DS	GrimesPlex: Next Steps	Secure professional services	11/21	NO PROGRESS
			Develop Proforma	1/22	NO PROGRESS
			Briefing: Proforma Overview	3/22	NO PROGRESS
Policy	DS	Annexation Policy & Strategy: Direction & Next Steps	City of Urbandale Agreement		NO PROGRESS
			1. Decision: Agreement Approval	12/21	NO PROGRESS
			Voluntary Annexations		NO PROGRESS
			1. Gather voluntary applications (2)	3/22	NO PROGRESS
			2. Decision: Annexation	7/22	NO PROGRESS
			West Annexation		NO PROGRESS
			1. Prepare Annexation strategy, identify land owners, determine capital improvement needs/costs/funding options	12/21	NO PROGRESS
			2. Briefing: Update, Feedback & Direction	10/22	NO PROGRESS
			3. Prepare CIP budget proposal	12/22	NO PROGRESS
			4. CIP Workshop: Presentation, Discussion & Direction	12/22	NO PROGRESS
			5. Decision: CIP Budget FY 24 Decision-Funding for projects	1/23	NO PROGRESS
Policy	CE	James Street Corridor Study: Completion, Direction & Funding	Complete Study	12/21	NO PROGRESS
			Prepare CIP Budget proposal	12/21	NO PROGRESS
			CIP Workshop: Presentation, Discussion & Direction	12/21	NO PROGRESS
			Decision: CIP Budget FY 23 Decision & Funding	1/22	NO PROGRESS
Policy	CE	Highway 44 Corridor Study: Completion, Direction & Funding	Complete Study	12/21	NO PROGRESS
			Prepare CIP Budget proposal	12/21	NO PROGRESS
			CIP Workshop: Presentation, Discussion & Direction	12/21	NO PROGRESS
			Decision: CIP Budget FY 23 Decision & Funding	1/22	NO PROGRESS

City of Grimes 2022 Strategic Plan and Action Agenda Summary Tracker

	Status Indicators:	ONGOING	NO PROGRESS	SOME PROGRESS	COMPLETE
	Status as of:	12/9/2021			
Category	RM	Description	Activities / Milestones	Date	Status
Goal 3: Dynamic Town with a Strong Sense of Community					
Policy	DS/CE	Street Master Plan: Scope, Direction, Funding & City Actions	Define scope & prepare budget proposal	12/21	NO PROGRESS
			Budget Workshop: Presentation, Discussion & Direction	2/22	NO PROGRESS
			Decision: Budget FY 22 Decision & Funding	3/22	NO PROGRESS
			Secure consultant	5/22	NO PROGRESS
			Complete Master Plan	2/23	NO PROGRESS
			Workshop: Presentation, Discussion & Feedback	4/23	NO PROGRESS
			Finalize Master Plan	6/23	NO PROGRESS
			Decision: Plan Adoption	7/23	NO PROGRESS
Policy	CE	SE 11th Extension: Final Design, Direction & Funding	Prepare CIP Budget proposal	12/21	NO PROGRESS
			CIP Workshop	12/21	NO PROGRESS
			Decision: CIP FY 23 Adoption & Funding	1/22	NO PROGRESS
			Secure consultant	8/22	NO PROGRESS
			Complete Final Design	4/24	NO PROGRESS
Management	DS	Future Land Use Map South James Territory	A: Northwest Territory C: WRA Territory	B.	
			Finalize initial report	5/22	NO PROGRESS
			Workshop: Presentation, Feedback & Direction	6/22	NO PROGRESS
			Finalize Future Land Use Plan	7/22	NO PROGRESS
			P & Z : Review & Recommendations	8/22	NO PROGRESS
			Decision: Land Use Map Adoption	10/22	NO PROGRESS
Management	DS	Zoning Ordinance- General Regulation: Review & Revision	Revise General Regulation Ordinance	5/22	NO PROGRESS
			P & Z Board: Ordinance Review & Recommendation	6/22	NO PROGRESS
			Decision: Ordinance Adoption	7/22	NO PROGRESS
Management	CE	Westward Sanitary Sewer Analysis/Plan: Funding	Development & Complete Analysis / Plan/ Study	9/22	NO PROGRESS

City of Grimes 2022 Strategic Plan and Action Agenda Summary Tracker

	Status Indicators:	ONGOING	NO PROGRESS	SOME PROGRESS	COMPLETE
	Status as of:	12/9/2021			
Category	RM	Description	Activities / Milestones	Date	Status
Goal 4: More Beautiful, Vibrant Community					
Policy	PW	Tree & Forestation Policy & Program: Direction & Funding	Secure consultant	7/22	NO PROGRESS
			Review existing Ordinance	8/22	NO PROGRESS
			Investigate best practices	8/22	NO PROGRESS
			Prepare draft Ordinance	10/22	NO PROGRESS
			Decision: Ordinance Adoption	11/22	NO PROGRESS
			Prepare CIP budget proposal	12/22	NO PROGRESS
			CIP Workshop: Discussion & Direction	12/22	NO PROGRESS
			Decision: CIP Budget FY 24 Funding for Trees & Forestation	1/23	NO PROGRESS
Policy	PR	Tree Farm & Greenhouse Nursery: Concept, Location, Direction & Funding	Development Plan	3/22	NO PROGRESS
			Tre Board: Plan review	4/22	NO PROGRESS
			Phase 1 - Plant trees	5/22	NO PROGRESS
Policy	Library/PR	Public Art Master Plan: Policy Review, Direction, Funding & City Actions	Finalize Public Art Master Plan	5/22	NO PROGRESS
			Decision: Presentation & Direction	7/22	NO PROGRESS
Management	DS	Zoning Ordinance: Review & Revision	A. Landscape & Lighting		NO PROGRESS
			1. Revise Landscape & Lighting Ordinance	2/22	NO PROGRESS
			2. P & Z Board: Ordinance Review & Recommendation	3/22	NO PROGRESS
			3. Decision: Ordinance Adoption	4/22	NO PROGRESS
			B. Architectural Standards		NO PROGRESS
			1. Revise Landscape & Lighting Ordinance	9/22	NO PROGRESS
			2. P & Z Board: Ordinance Review & Recommendation	10/22	NO PROGRESS
			3. Decision: Ordinance Adoption	11/22	NO PROGRESS
Policy	PR/PW	Trail Maintenance/Condition Upgrade: Report, Direction & Funding	Identify acute problems	10/21	NO PROGRESS
			Complete maintenance	12/21	NO PROGRESS
			Review Condition Report /Data	3/22	NO PROGRESS
			Identify maintenance issue	5/22	NO PROGRESS
			Develop Plan for trail rehab/reconstruction	7/22	NO PROGRESS
			Workshop: Plan Presentation, Discussion & Feedback	9/22	NO PROGRESS
			Prepare CIP Budget proposal	12/22	NO PROGRESS
			CIP Workshop: Discussion & Direction	12/22	NO PROGRESS
			Decision: CIP FY 24 Decision- Funding for Projects	1/23	NO PROGRESS

ONGOING
NO PROGRESS
SOME PROGRESS
COMPLETE

Resolution No. 12-2021 Permitting Employee Flexible Spending Account ("FSA") Plan Participants to Defer Higher Limit of Wages for 2021 Plan Year Only

WHEREAS, the City of Grimes adopted a Section 125 Cafeteria Plan, effective February 1, 2020, including a Code Section 105 Health FSA Component ("Health FSA), and a Code Section 129 Dependent Care Expense Component ("DCAP") collectively referred to as the Flexible Spending Plan (the "Plan");

WHEREAS, Article 15.3 of the Plan allows the Employer to amend the plan from time to time;

WHEREAS, in accordance with the Consolidated Appropriations Act of 2021, the Employer temporarily amends Article 9.4(b) of the Plan to prospectively increase the current annual 2021 Plan Year DCAP maximum to \$10,500 (\$5,250 for those who are married but filing separately.) This first amendment shall terminate at the end of the 2021 Plan Year.

NOW, THEREFORE, BE IT RESOLVED that the City of Grimes City Council has hereby reviewed the attached Summary of Material Modifications and does hereby approve the adoption of the temporary amendments as set forth herein;

BE IT FURTHER RESOLVED, the Finance Director and Human Resources Director are authorized and directed to take any and all action as may be necessary to effectuate this Resolution.

PASSED AND APPROVED this 14th day of December, 2021.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk

**SUMMARY OF MATERIAL MODIFICATIONS TO THE
CITY OF GRIMES, IOWA FLEXIBLE SPENDING PLAN**

This Summary of Material Modifications is effective the 2021 Plan Year beginning January 1, 2021. Said provisions shall terminate as noted.

- O Notwithstanding anything to the contrary in the Summary Plan Description, Article 9.4(b) shall be amended to state the maximum DCAP benefit for the 2021 Plan Year be temporarily increased on a prospective basis to \$10,500 (\$5,250 for those who are married but filing as single.) The City of Grimes will announce a special enrollment period when the increase in the DCAP maximum can be declared. Increased DCAP expenses will be eligible for reimbursement when incurred prospectively on or after the last day of the special open enrollment period and there is a sufficient cash balance in the DCAP account. This amendment shall terminate at the end of the 2021 Plan Year.

This Summary of Material Modifications was approved by the City of Grimes on _____,
_____, 2021.

**RESOLUTION NO. 12-2521 APPROVING FLEXIBLE SPENDING ACCOUNTS PLAN
ADMINISTRATION WITH TWO RIVERS INSURANCE COMPANY, INC., D/B/A
EMPLOYEE BENEFIT SYSTEMS ("EBS") AND OPENING BANK ACCOUNT TO
EFFECTUATE**

WHEREAS, the City of Grimes, Iowa provides its employees the opportunity to defer salary and wages into a flexible spending account ("FSA") for those employees who so choose;

WHEREAS, earlier this year, the City Council approved changes to the City's group health insurance plan, as more specifically articulated in "Resolution No. 04-1221 Authorizing City of Grimes to Enter 28E Agreement for the Operation of a Health Benefits Program," which included a change of insurance broker to Two Rivers Insurance Company, Inc. ("Two Rivers"), addition of third-party administrator Employee Benefit Systems ("EBS"), and a different health insurance plan through Wellmark Blue Cross and Blue Shield of Iowa;

WHEREAS, Resolution No. 04-1221 also broadly changed the way the City offers group health insurance to employees, which includes a "self-insured" portion to help the City and employees share the risks and benefits of managing premiums and health care services costs;

WHEREAS, the one item not adjusted in Resolution No. 04-1221 was the City of Grimes' existing flexible spending account ("FSA") plan for employees—because it ran on a calendar year renewal instead of a fiscal year renewal like other employee benefits;

WHEREAS, the Human Resources Director has evaluated the existing FSA vendor against EBS offerings and determined EBS not only creates efficiencies by housing all ancillary benefits through one vendor, but also creates cost savings by lower plan administration costs;

WHEREAS, the Human Resources Director has recommended the City change its FSA plan vendor to EBS, which necessitates entering into a service contract and setting up a bank account to fund the plan;

WHEREAS, the proposed service contract is attached hereto in proper form and fully prepared and executed;

WHEREAS, banks with whom the City does business normally require a City resolution designating those City officials authorized to open bank accounts and to execute checks and other orders for payment of City funds;

WHEREAS, the City Council desires to designate certain City officials to open such account for the administration of the FSA plan with EBS and designate such account on the service contract also attached hereto;

NOW, THEREFORE, it is RESOLVED:

- (1) That the Human Resources Director is authorized into the service contract with EBS in the form and manner attached hereto;
- (2) That the City Administrator and Finance Director are hereby authorized to open or cause to be opened one or more bank accounts with Bankers Trust Company on such terms, conditions, and agreements as the bank may now or hereafter require and to make any agreements deemed advisable in regard to the foregoing; that checks, drafts, or other orders for payment, transfer, or withdrawal be binding on the City when signed by those designated as authorized signers and in proper form; and
- (3) That this Resolution shall continue in force until express written notice of its rescission or modification has been furnished to and received by Bankers Trust Company.

PASSED AND APPROVED this 14th day of December, 2021.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk



Group Implementation Information

Thank you for choosing EBS to administer your plan successfully.

Effective Date: 01/01/2022

Plan Year: 01/01/2022 - 12/31/2022

Employer Information

Employer Name: City of Grimes Tax ID: 42-6004731
Address: 101 NE Harvey St.
City: Grimes State: Iowa Zip: 50111
Telephone: 515-986-3036 Fax: 515-986-3846
Contact: Erik Fisk Title: HR Director
Email: efisk@grimesiowa.gov
Company URL: _____

Consultant/Broker Information

Agency: IGHCP/Two Rivers Insurance Telephone: _____
Agent Name: Denise Ballard Email: dballard@tworiversins.com
Account Manager: Cindy Allen Email: callen@tworiversins.com
Account Manager: _____ Email: _____
Address: 214 N. Main St.
City: Burlington State: Iowa Zip: 52601



Section 125 Set-Up

Eligibility Information

Plan Start Date: 1/1/2022 Plan End Date: 12/31/2022 Plan Renewal Date: 1/1/2023

Short Plan Year? ☐ Yes ☒ No Short Plan Year Dates: _____

When do benefits begin? (ex: first of the month following date of hire) first of every year

How many hours need to be worked per week to be eligible? 40

Do you have more than one division or eligibility class? ☐ Yes ☒ No

- If yes; list classes: _____
- Are divisions or classes to be identified on reporting? _____

Do rehired employees need to satisfy the same waiting period as new employees if returning more than 30 days from date of leave? ☐ Yes ☒ No If no, describe: first day of the month after the month starting

Employee Flex Participation ends on the date of termination. (Notices of additions, changes or terminations of members should be sent to the EBS Billing and Enrollment Specialist or entered in Employer's Online Enrollment system in a timely manner. EBS is not responsible for claims paid if EBS was not timely notified of a change or termination).

Participant will have 90 days (unless otherwise noted) following termination to submit claims incurred during dates of employment. _____

Company Information

Is the group subject to ERISA? ☐ Yes ☒ No ERISA Flex Plan Number _____

Type of Company

- | | | | |
|--|--|---|---|
| ☐ Sole Proprietorship | ☐ Non-Profit Organization | ☐ Partnership | ☒ Government Entity |
| ☐ S-Corporation | ☐ C-Corporation | ☐ Limited Liability Corp (LLC) | |
| ☐ Other: _____ | | | |

Do you want EBS to complete required non-discrimination testing? ☐ Yes ☒ No

- Sole-Proprietorships, Partners, S-Corporations and more than 2% shareholders or owners are not eligible to participate in the Plan. Non-owner employees of these companies can participate. Owners of C-Corporations are eligible to participate but are subject to certain discrimination tests.
- Non-discrimination testing requirements – Owners, Key, and highly compensated employees cannot have a disproportionate share of the before tax benefits within the plan. The plan design cannot favor these individuals.
- If not selected, non-discrimination testing becomes the responsibility of the client.

Do you currently have a Flex Plan in place? ☒ Yes ☐ No

If yes; list original effective date: 1/1/2021 - 12/31/2021

If yes; will the prior administrator process the run-out claims: ☒ Yes ☐ No

Plan Coverages

For Plan Document purposes, check all benefits that are offered to your employees on a pre-tax basis.

☐ Medical FSA Expenses ☐ Dependent Care Expenses ☐ Limited Purpose Dental & Vision Expenses

Client Insurance pre-tax premiums (check all that apply and list carriers).

- | | |
|--|---|
| ☒ Group Health Insurance <u>Wellmark BC/BS</u> | ☐ Cancer Insurance _____ |
| ☐ Group Dental Insurance _____ | ☐ Long-Term Disability _____
(benefits received will be taxable) |
| ☐ Group Vision Insurance _____ | ☐ Short-Term Disability _____
(benefits received will be taxable) |
| ☐ Group Term Life _____
(up to \$50,000 coverage can be pre-tax) | ☐ Accidental Death & Dismemberment _____ |
| ☐ HSA _____ | ☐ Other _____ |



Section 125 Set-Up

Payroll Contributions

Number of Pay Periods per year for Medical and Dependent Care reductions:

☐ Monthly (12) ☐ Semi-monthly (24) ☐ Bi-weekly (24) ☒ Bi-weekly (26) ☐ Weekly (52) ☐ Other: _____

First date of payroll reductions for the new plan year: 1/14/2021

(or attach a payroll calendar)

Disclaimer: Our system defaults to Standard Rounding with the adjustment made on the last payroll of the plan year unless otherwise discussed.

Flex Plan Design

Annual maximum contribution for the Medical FSA (Choose one)

☒ IRS maximum allowed. This will increase annually as determined by the IRS.

☐ Other amount \$ _____

Annual maximum contribution for the Dependent Care FSA

IRS maximum allowed. (\$5,000)

Carryover, Grace or No Grace Options

Choose ONE option for Medical FSA & Limited FSA (LFSA)

☐ **OPTION 1 Carryover Provision** allows unused funds up to the maximum limit, to rollover to the next plan year. The maximum carryover is 20% of the group's maximum contribution or the member's unused dollars, whichever is less. Future year adjustments will be subject to IRS allowances and in \$10 increments.

Employers may limit the maximum amount of the carryover as well as apply a minimum carryover amount to avoid small balances rolling over without a new election.

Carryover Options

☐ Limit Maximum carryover to \$ _____

☐ Apply a Minimum amount to carryover of \$ _____ if the member does not participate the next plan year.

☐ **OPTION 2 Grace Provision** allows participants to continue to incur expenses for an additional 2 ½ months in the new plan year in order to use remaining prior year dollars. Example: January plans would allow transactions for 14 ½ months until March 15th of the following year.

☒ **OPTION 3 No Grace Provision** allows participants to incur expenses ONLY during the current plan year.

Choose ONE option for Dependent Care FSA

☐ **OPTION 1 Grace Provision** allows participants to continue to incur expenses for an additional 2 ½ months in the new plan year in order to use remaining prior year dollars. Example: January plans would allow transactions for 14 ½ months until March 15th of the following year.

☒ **Option 2 No Grace Provision** allows participants to incur expenses ONLY during the current plan year.

All provisions allow 90 days run-out to submit claims for prior plan year expenses unless noted as _____ days. Remaining funds after the run-out period will be forfeited.



Employer Flex Contributions

The Employer may contribute to the employees Flex account from the Employer's general assets. The employer may contribute a one-to-one match of the employee's contribution up to the IRS maximum. If the Employer is not matching funds, they may contribute a maximum of \$500 annually. Below is a sample showing how Employer's may contribute to the health FSA. Employers may contribute flex credits by giving the employee dollars to use towards other benefits or towards taxable income. If the flex credits are placed in the health FSA, the Employer must still limit the amount that can be contributed to \$500 or less to ensure that the health FSA remains an excepted benefit. Flex-credits may impact ACA affordability calculations.

Examples:

Employee Contribution	Employer Contribution	Combined Amount Applied to FSA
\$2,750	\$2,750	\$5,400
\$1,000	\$1,500 (not a match; Employer may contribute \$1,000)	\$2,000
\$1,000	\$500	\$1,500
\$300	\$500 (not a match, but acceptable)	\$800
\$0	\$500	\$500

- ☒ The Employer does not contribute to the health FSA
- ☐ The Employer allocates benefit dollars towards Employee Flex Credits into a health FSA
 - ☐ \$1 for \$1 Match
 - ☐ \$500 Annual Limit
- ☐ The Employer allocates benefit dollars towards Employee taxable salary
- ☐ The Employer provides a Health Insurance Opt-Out / Waive allocation into the health FSA (\$500 annual limit)
- ☐ The Employer provides a Health Insurance Opt-Out / Waive allocation towards Employee taxable salary

Debit Card Option

Does the Client want the debit Card Option? ☒ Yes ☐ No (skip the remaining questions in this section)

Debit Card Groups Auto Substantiation

Benefit	Amount
Office Visit Copay (s):	\$
Emergency Room Copay:	\$
Urgent Care:	\$
Drug Copay (s):	\$
Dental Deductible, Office Visit, or Co-Pay:	\$
Vision Deductible, Office Visit, or Co-Pay:	\$

- If the debit card option is selected, a minimum fund account is required with a deposit of 3% of annual elections. This is a requirement of the VISA Flex® Card. A review of actual amounts loaded on the Flex® Cards will occur annually and adjustments will be communicated as needed.
- Claims will be processed on a daily basis unless other arrangements are made. The Client will receive an Employer Funding Notification by email with the total dollars processed. It is then the responsibility of the Client to fund the bank account sufficiently to cover the processed claims and debit card transactions. Other funding options can be discussed with EBS and additional fees may apply.



Addendum (A)/ Verification of Purchase (VOP)

Employer Name: City of Grimes

Plan Year: 01/01/2022 – 12/31/2022

Administrative Fees	
Service	Current Fees (PEPM)
Flexible Spending Account Administration	\$4.50
Service	Current Fees
Plan Amendments	\$200.00 as required
Special Programming/Reports Requests	\$175.00 per hour
Early Termination Penalty (60-day notice for COBRA Administration, 30-day notice for all other services).	\$75 per month
Set- Up Fee	\$500.00

Non-Discrimination Testing (If selected on the Renewal)			
Number of Employees	Annual Fee	Number of Employees	Annual Fee
1 to 50	\$475	201 to 500	\$900
51 to 100	\$625	500 plus	Custom
101-200	\$800		

*Please note some fees are annual and some fees are PEPM (per employee per month).

*The above stated fees may be discounted contingent upon having multiple services. If one or more services are dropped, EBS may adjust fees accordingly and the parties will execute a new Addendum A. Addendum A may also be updated annually or when client makes changes to purchased services.

These fees include standard reporting only. Additional reports will be an additional fee. Enrollment packet information can be provided in an electronic pdf format upon request. Printed material provided at an additional cost.

Fees are established prior to notification of plan, benefit, and/or carrier changes. Please notify EBS of any plan changes as soon as possible as some changes may warrant an increase in administration fee.

By signing below, all parties to this Agreement verify that the renewal information on the preceding pages, rates, factors, and fees in this Schedule have been reviewed and approved by City of Grimes, and EBS shall be compensated accordingly for the plan year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date shown herein. All other provisions of the Service Agreement are affirmed.

_____ Employer Signature	_____ Print Name and Title	_____ Date
_____ Consultant/Broker Signature	_____ Print Name and Title	_____ Date
_____ EBS Signature	_____ Print Name and Title	_____ Date

RESOLUTION NO. 12-2421 APPROVING PERSONNEL TRANSACTIONS

WHEREAS, the City Administrator recommends the following additions and/or amendments to the payroll.

Section 1. Previous Resolution 02-0421 states multiple part time positions and rates of pay for the Grimes Community Complex (“GCC”). A proposed updated job description for part time Recreation Supervisor, to be renamed a “Recreation Specialist,” a copy of such description being attached hereto, is approved, such job to replace the previously titled “Recreation Supervisor.”

Section 2. That the Recreation Specialist pay range be increased \$1.00/hour at the start and \$2.00 per hour at the top of the range, such range to be \$12.00 - \$18.00 per hour, are hereby approved on recommendation of the Parks & Recreation Director because of the Department’s difficulty in recruiting and retaining crucial part-time employees:

Section 3. The Parks & Recreation Director has identified a need for a part-time (20 hours per week) “Customer Service Representative” to serve as the building point-of-contact during the day and cover reception duties for the building and department phones. A copy of the job description and salary range is attached.

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

PASSED AND APPROVED this 14th date of December, 2021.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk

A. Position Title	Location
Recreation Specialist – Parks & Recreation	School, Parks, or Facilities

B. Job Specifications

☐ Regular, Full-Time	☒ Part-Time	☐ Seasonal, From: .
Department:	Parks and Recreation	To: Click here to enter text.
Reports to:	Recreation Coordinator	Bargaining Unit: N/A
Post Offer Testing:	.	FLSA: Non-exempt
Civil Service:	N/A	Hourly/Monthly Pay: \$12.00 - \$18.00 per hour

C. Job Description Summary

Under direction to supervise, lead or assist in a wide variety of recreation activities at a community center, schools and recreation facilities.

D. Routine Job Duties/Responsibilities

Ability to take direction from supervisors and to exercise sound judgement in enforcing facility rules Click here to enter text.
Ability to recognize and correct potentially hazardous conditions or situations.
Organizes and supervises one or more activities such as summer programs, day camps, trips, arts and cultural activities, nature activities, sports, games, special population, senior activities or special events.
General supervision of gym and recreation fallibilities.
Ability to effectively and courteously interact with patrons and the general public.
Communicate to supervisor any issues, concerns, suggestions.
Ability to develop rapport with groups of participants at varying age levels.
Maintains necessary records and submits required reports

E. Periodic Job Duties/Responsibilities

Collects admission, class registration fees and writes receipts
Repairs and maintains athletic and recreational equipment.
Performs minor custodial functions such as sweeping, mopping, etc. to maintain clean activity areas.
Decorates center or facilities for seasonal displays.

F. Qualifications

Education/Experience:	At least 16 years of age or older.
Skills:	Proficiency with keyboarding and computer software including typing, email, and internet research.

Knowledge	Reasoning ability to solve practical problems. Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule format.
Licenses/Certifications:	Valid Iowa drivers' license. CPR, First Aid, and AED Certification is recommended.

G. Working Conditions

Lifting/Physical Requirements:	Light work exerting up to 30lbs of force frequently and/or a negligible amount of force constantly to move and set-up equipment. Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to have access to various work sites throughout the City and out of the area. Ability to stand or sit, walk, use hand/fingers to handle or feel, talk/hear, see and repetitive motion. Occasional bending, twisting, turning, and squatting in implementing, setting up and leading activities and/or programs
Other Conditions:	Must pass criminal background check.

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.

ACCEPTED IN ALL TERMS-

Employee Name (printed): _____

Signed by Employee: _____

Date: _____

Signed by Recreation & Facility Manager: _____

Date: _____



City of Grimes Job Description

A. Position Title Location

Customer Service Representative	Grimes Community Complex
---------------------------------	--------------------------

B. Job Specifications

☐ Regular, Full-Time	☒ Permanent Part-Time/20 Hours weekly	☐ Seasonal, From: .
Department:	Parks and Recreation	To: Click here to enter text.
Reports to:	Administrative Assistant	Bargaining Unit: N/A
Post Offer Testing:	.	FLSA: Non-exempt
Civil Service:	N/A	Hourly/Monthly Pay: \$18.00 - \$22.00 per hour

C. Job Description Summary

Performs a variety of clerical, general office duties, and information dissemination services for employees and visitors; performs directly related work as required. The principal function of an employee in this class is to serve as a central communication point within the Parks and Recreation Department and to provide service to customers both in person, via the telephone or any other electronic means as well as providing clerical and office support functions to administrative personnel.

D. Routine Job Duties/Responsibilities

Answers department telephone calls, receives and greets visitors to the department and provides information to callers and visitors or refers callers and visitors to other appropriate departments or City personnel;

Answers customer questions requiring detailed programmatic knowledge of departmental operations;

Screens visitors, telephone calls, faxes, mail and messages directed to office personnel

Ability to effectively and courteously interact with patrons and the general public.

Responds to citizens' questions and comments in a courteous and timely manner;

Dispatches information to key departmental personnel as necessary;

Performs other directly related duties consistent with the role and function of the classification.

E. Required Knowledge, Skills and Abilities

Substantial knowledge of current practices and procedures involved in customer service delivery;

Substantial knowledge of modern office procedures, practices and equipment;

Substantial knowledge of modern office filing systems and procedures;

Ability to quickly learn the core area of knowledge of Departmental operations;

Ability to type correspondence and reports

Ability to operate a personal computer using standard or customized software applications appropriate to assigned tasks

Ability to understand and follow oral and/or written policies, procedures and instructions;

F. Qualifications

Education/Experience:	At least 18 years of age or older.
Licenses/Certifications:	Valid Iowa drivers' license.

G. Working Conditions

Physical Requirements:	Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to have access to various work sites throughout the City and out of the area. Ability to stand or sit, walk, use hand/fingers to handle or feel, talk/hear, see and repetitive motion. The ability to type 40 wpm.
Other Conditions:	Must pass criminal background check.

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.

ACCEPTED IN ALL TERMS-

Employee Name (printed): _____

Signed by Employee: _____

Date: _____

Signed by Recreation & Facility Manager: _____

Date: _____



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of December 14, 2021

AGENDA HEADING: Updating Fire Department Funding Formula

SYNOPSIS: The 28-E Agreement between Grimes and Johnston uses a funding formula to calculate the expenses related to the Fire Chief's salary and benefits. It is also used to divide the expenses for purchases that benefit both cities but not equally such as software, supplies, and materials. The funding formula is an average of the number of calls in each city by percentage, the population in each city by percentage, the taxable valuation of each city by percentage and the number of square miles inside the city limits of each city by percentage. Because the taxable valuation, population and call volume increased more in Grimes than Johnston the current percentage of 36% will increase to 38% in fiscal year 2023.

FISCAL IMPACT: There will be an increase in the amount Grimes pays to Johnston for the Fire Chief's Salary and benefits and jointly purchased items.

PREVIOUS COUNCIL ACTION(S): Council has approved previous changes in the funding formula.

BOARD/COMMISSION ACTION(S): At the November 9, 2021, Fire Board Meeting the Fire Board approved the updated funding formula.

STAFF/COMMITTEE RECOMMENDATION: Staff recommends council approval of the updated funding formula

SAMPLE LANGUAGE: I move the Fire Department funding formula be updated and implemented and followed in the FY 23 budget.

RESOLUTION NO. 12-2621

A RESOLUTION UPDATING THE FIRE DEPARTMENT FUNDING FORMULA

WHEREAS, the 28-E Agreement between Grimes and Johnston incorporates a funding formula for cost sharing on certain salaries, benefits, and purchases; and

WHEREAS, the 28-E agreement requires annual adjustments to the funding formula; and

WHEREAS, Fire Board acted on November 9, 2021, to approve the updated formula; and

WHEREAS, the Funding Formula will apply to the next fiscal year's budget; and

WHEREAS, the City Council approves all agreements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES IOWA, that the new funding formula be approved to be utilized in the next fiscal year to items listed in the 28E agreement.

PASSED AND APPROVED THIS 14th DAY OF DECEMBER. 2021.

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SCOTT MIKKELSEN, MAYOR

ATTEST:

ROCHELLE WILLIAMS, CITY CLERK

Proposed Funding Formula
Johnston - Grimes Metropolitan Fire Department
~~9/10/21/21~~9

Weighting Factor	Measure	Calls by community	Percentage
	Calls for Service	G – 11961058	3 8 6%
	7/1/20 – 6/30/21 <u>FY20</u>	J – 19501,846	6 2 4%
	Population	G – 15,39211,243	3 9 5%
	2020 decennial <u>2015/16</u> special census	J – 24,06420,460	6 1 5%
	Service area	G - 11.864 square miles	37%
	6/30/16	J - 20.58 square miles	63%
	Total valuation (100% military not deducted)	G - \$1,752,500,039 <u>\$1,631,652,873</u>	3 8 6%
	1/1/ 2019	J - \$2,907,651,036 <u>\$2,859,476,221</u>	6 2 4%
	Average percentage		G – 386%
			J – 624%

Funding formula defined in the 28-E agreement:

The formula shall be an agreed-upon percentage that will include four factors: (1) the number of calls for service provided to each city in the previous fiscal year that ended June 30th; (2) the population of each city as determined by the last U.S. Census Bureau data published by June 30th of each year; (3) the square miles of area served by each city as of June 30th of the current year; and (4) 100% valuation of each city (as determined by the Polk County Assessor and used for the budget of the current fiscal year). The formula shall be reevaluated and approved by each city council by resolution by the 30th day of October of each year and will be used for budgetary purposes the following fiscal year.

Proposed Funding Formula
Johnston - Grimes Metropolitan Fire Department
9/1/21

Weighting Factor	Measure	Calls by community	Percentage
	Calls for Service	G – 1196	38%
	7/1/20 – 6/30/21	J – 1950	62%
	Population	G – 15,392	39%
	2020 decennial census	J – 24,064	61%
	Service area	G - 11.864 square miles	37%
	6/30/16	J - 20.58 square miles	63%
	Total valuation (100% military not deducted)	G - \$1,752,500,039	38%
	1/1/20	J - \$2,907,651,036	62%
	Average percentage		G – 38%
			J – 62%

Funding formula defined in the 28-E agreement:

The formula shall be an agreed-upon percentage that will include four factors: (1) the number of calls for service provided to each city in the previous fiscal year that ended June 30th; (2) the population of each city as determined by the last U.S. Census Bureau data published by June 30th of each year; (3) the square miles of area served by each city as of June 30th of the current year; and (4) 100% valuation of each city (as determined by the Polk County Assessor and used for the budget of the current fiscal year). The formula shall be reevaluated and approved by each city council by resolution by the 30th day of October of each year and will be used for budgetary purposes the following fiscal year



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

AGENDA MEMO

For Meeting of December 14, 2021

AGENDA HEADING: Resolution Authorizing Entering into a 28E Agreement with the City of Johnston Regarding 100th Street Reconstruction

SYNOPSIS: In 2018, the City of Johnston approached the City of Grimes regarding the reconstruction/widening of 100th Street, north of SE 37th Street. A joint application between the two cities was submitted to the Des Moines MPO, and funds totaling \$750,000 were awarded to the project. The City of Johnston and City of Grimes have negotiated a 28E Agreement regarding the reconstruction, which is attached for your review and reference.

In this particular case, there are a few considerations to be aware of with this agreement.

1. Project Lead: The City of Johnston will be the lead on the project.
2. Consultant: The City of Johnston has selected SEH to design and administer the project. Staff has had experience with SEH in the past, and does not object.
3. Total Project Cost: SEH has provided an opinion of cost, which estimates the total project cost to be \$11,037,000. The City of Grimes has approximately 19% of the frontage, therefore our total project cost is approximately \$2,097,000. These funds have been included in the Grimes CIP.
4. MPO Funding: The two cities agree to split the awarded MPO funds at the same rate derived from the project frontage. So in this case, the City of Grimes will be able to leverage \$142,500 to reduce the total project cost.
5. Assessment: While not necessarily a component of this 28E, the City of Johnston has indicated they are not going to assess the project. In this case, there would be two property owners that could be assessed. Given the fact that Johnston is not planning to assess, and this is already an improved roadway, Staff is recommending to not assess the project. The awarded MPO funds represent an amount similar to what an assessment would be for the project, and therefor can be considered for the outside funding part of the project.

FISCAL IMPACT: In the case of this agreement, the anticipated total cost to the City of Grimes is \$2,097,000.



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

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

GRIMES RESOLUTION NO.

RESOLUTION AUTHORIZING ENTERING INTO A 28E AGREEMENT WITH THE CITY OF
JOHNSTON REGARDING 100TH STREET RECONSTRUCTION

WHEREAS, the City of Grimes (Grimes) submitted a joint application with the City of Johnston (Johnston) to the Des Moines Metropolitan Planning Organization, requesting funds for the reconstruction of 100th Street (Project), and

WHEREAS, the Des Moines Metropolitan Planning Organization awarded funds, and Grimes and Johnston desire to proceed with the Project. and

WHEREAS, Johnston has agreed to take the lead on the project, and has negotiated an agreement attached as the Intergovernmental Agreement Between the City of Johnston and City of Grimes for the NW 100th Street Reconstruction Project;

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

1. That the City of Grimes enter into the attached 28E Agreement with the City of Johnston, and,
2. That the Mayor and City Clerk are authorized to execute the attached 28E Agreement on behalf of the City of Grimes.

PASSED AND APPROVED this 14th day of December, 2021.

Mayor Scott Mikkelsen

By: _____

Attest: City Clerk Rochelle Williams

By: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF JOHNSTON AND THE CITY OF GRIMES
FOR THE NW 100TH STREET RECONSTRUCTION PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2021, by and between the CITY OF JOHNSTON, IOWA, a municipal corporation ("Johnston") and the CITY OF Grimes, IOWA, a municipal corporation ("Grimes") (Johnston and Grimes are referred to herein individually as a "City" or jointly as the "Cities"), pursuant to Chapter 28E of the Iowa Code.

WHEREAS, Johnston and Grimes deem it beneficial to jointly undertake a public improvement project involving the reconstruction of the NW 100th Street and the roads leading into the project; and

WHEREAS, under Chapter 28E of the Code of Iowa, Johnston, as a public agency, may enter into an Agreement with Grimes, another public agency, to provide services to the mutual advantage of the agencies.

NOW, THEREFORE, the parties hereto agree as follows:

1. Description of Project and Definition of Project Cost. The project that is the subject of this Agreement is a public improvement project involving the construction of certain roadway improvements in Johnston and Grimes, including the reconstruction of NW 100th Street, as generally depicted in Exhibit A, attached hereto and incorporated herein by this reference, (collectively, the "Project"). The "Total Project Cost" shall include, but not be limited to, (a) the cost of the work performed under the Engineering Services Agreement with SEH for Professional Services ("Professional Services Agreement"), including, but not limited to, surveying, preparation of plans and specifications for the Project, and preparation of bid documents for the Project (the "Improvements Contract") for a letting, (b) project management and contract administration services, and (c) actual construction costs of the Project. The parties agree that the preliminary Total Project Cost estimate for the Project is \$11,037,000, as set forth in Exhibit B attached hereto and incorporated herein by this reference. The estimated allocation of the Total Project Cost between the portion of the Project located in Grimes, the portion of the Project located in Johnston is set forth in Exhibit B.

2. Lead Agency/Project Approval. Johnston will serve as the lead agency for the Project, and will enter into the Professional Services Agreement and the construction contract for the Project. The Cities agree, however, that each City must approve the construction drawings for the Improvements located within that City's corporate boundaries before the bid documents may be prepared. The Cities also agree that Johnston will not enter into the Construction Contract until the bids for the Improvements Contract have been considered and a bid accepted by the Johnston

City Council and the Grimes City Council. The Cities also agree that all of the Professional Services Agreements and Construction Contracts will contain liability insurance and indemnity provisions that protect both Cities with language requiring that the Cities be added as additional insureds to the contractors' liability insurance and be indemnified by the contractors for liability due to the actions of the contractors or contractors' employees or assigns. The City of Johnston will be the lead agency, responsible for the general construction administration and the daily construction inspection covered in the Professional Services Agreement which will be reimbursed by the City of Grimes as set forth in Exhibit B. As part of its general construction administration, the Johnston City Council will be responsible for approval of change order requests below \$10,000 that apply generally to project costs, and will promptly report any of these approved change orders to Grimes. If a proposed change order is in excess of \$10,000, or is solely or primarily to be applied to Grimes share of the project costs, the Grimes City Council must jointly approve the change order.

3. Allocation of Funding between Cities.

a. The Cities acknowledge and agree that the actual project construction costs will be divided based on an agreed upon percentage as set forth in Exhibit B. Once the project construction has commenced, Johnston will bill Grimes every three months for its proportional share of the project costs that have been paid to date, and Grimes will pay Johnston within thirty days of receipt of the bill from Johnston. The Johnston bill will include an itemization of the contractors or suppliers that have been paid by Johnston so that Grimes can maintain a record of project costs.

b. If the project receives funding from any other governmental source, including the United States Government, the Iowa State Government, or the Des Moines Area Metropolitan Planning Organization (MPO), the funding shall be applied generally to reduce the actual project construction costs, and each of the Cities will receive the cost reduction benefit from the external funding proportionally in the same percentage as the project cost allocation percentages contained in Exhibit B.

4. Acquisition of Right-of-Way and Easements. Each City acknowledges and agrees that it is responsible, at its own cost, to obtain any required right-of-way or easements not covered by the Professional Services Agreement for the Project if required.

5. Utilities and Street Lights. Each City acknowledges and agrees that it is responsible, at its own cost, to coordinate with private utilities with regard to any relocation of their utility lines and facilities however, will jointly design for the installation of street lighting for the project. Each City will be responsible for their cost of street light installation.

6. Termination. Prior to the award of the Contract, either City may terminate this Agreement by providing the other City with written notice not less than thirty (30) days prior to the effective date of the termination.

7. Notice. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

To Grimes: City Administrator
City of Grimes
101 NE Harvey Street
Grimes, IA 50111

To Johnston: City Administrator
City of Johnston
6221 Merle Hay Road
PO Box 410
Johnston, IA 50131

or to such other address or person as hereafter shall be designated in writing by the applicable party.

8. Miscellaneous.

a. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties

hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

b. The parties agree that a separate 28E Agreement to permit cooperation between the two Cities with regard administration and costs associated with street maintenance activities ~~snow removal and ice mitigation~~ would be beneficial to both Cities, and will endeavor to negotiate such an agreement to take effect upon completion of the street construction defined by this Agreement.

9. Filing/Recording of Agreement. After execution by the parties, this Agreement shall be filed by Johnston with the Iowa Secretary of State in accordance with the provisions of Iowa Code § 28E.8.

10. Separate Legal Entity. This Agreement is not intended to establish a separate legal entity.

11. Administrators. The Johnston Public Works Director and the Grimes City Engineer shall be the designated administrators of this Agreement.

12. Duration. This Agreement will go into effect upon passage by the Johnston City Council and the Grimes City Council, and filing and recording as provided in paragraph 8 of this Agreement. This Agreement shall remain in effect until the earliest to occur of the following: (a) it is terminated by the written agreement of the Cities, (b) it is terminated in accordance with paragraph 6 of this Agreement, or (c) the improvements associated with the Project are accepted by the Cities, and Grimes has paid to Johnston the actual Total Project Costs as outlined in this Agreement.

By: _____
Paula Dierenfeld, Mayor

Cyndee Rhames, City Clerk

On this _____ day of _____, 2021, before me, _____, a Notary Public in and for the State of Iowa, personally appeared Mayor, Paula Dierenfeld and Cyndee Rhames, 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 Johnston, 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 Ordinance No. _____ passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the _____ day of _____, 2021, and that Paula Dierenfeld and Cyndee Rhames acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

4

By: _____
Mayor, Scott Mikkelsen

Rochelle Williams, City Clerk

On this _____ day of _____, 2021, before me, _____, a Notary Public in and for the State of Iowa, personally appeared Mayor 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 Ordinance No. _____ passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the _____ day of _____, 2021, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

5

Exhibit A

Proposed Improvements Summary

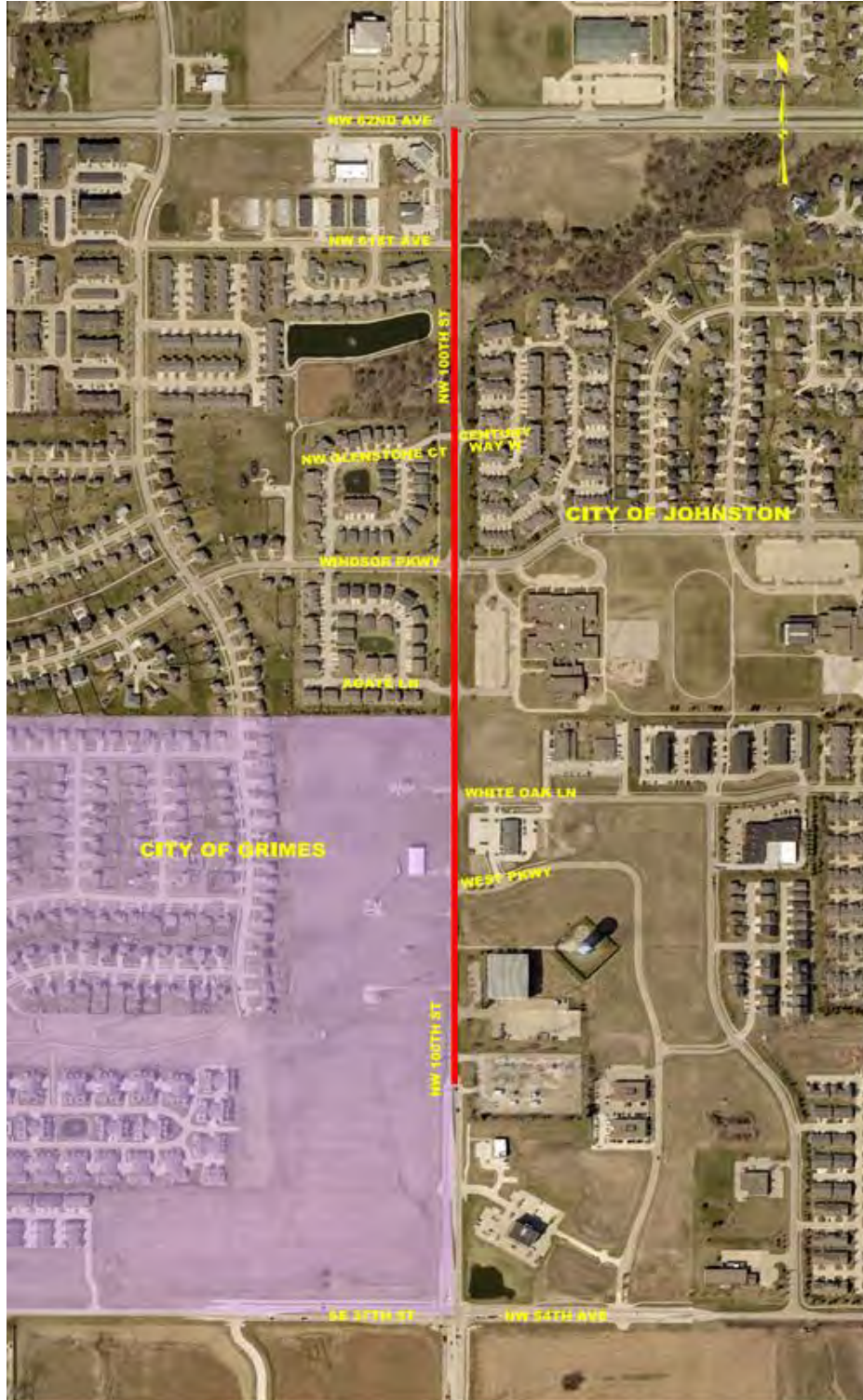


Exhibit B

Estimated Total Project Cost

	Johnston	Grimes	Total
Design Engineering	\$552,000	\$137,500	\$689,500
Opinion of Probable Construction Cost - Johnston W/M	\$319,200	\$0	\$319,200
Opinion of Probable Construction Cost – Traffic Signal	\$300,000	\$0	\$300,000
Opinion of Probable Construction Cost – Box Culvert	\$140,400	\$0	\$140,400
Opinion of Probable Construction Cost	\$6,275,550	\$1,634,350	\$7,909,900
Construction Admin / Observation / Staking	\$528,000	\$132,000	\$660,000
Construction Testing Estimate	\$35,000	\$9,000	\$44,000
Legal / Administration	\$70,000	\$17,000	\$87,000
Joint Utility Trench / Adjust Johnston City Fiber	\$205,000	\$0	\$205,000
Right of Way / Temp Construction Easements	\$285,000	\$145,000	\$430,000
Street Lighting (MidAmerican Energy)	\$196,000	\$56,000	\$252,000
Total Project Cost	\$8,906,150	\$2,130,850	\$11,037,000
Breakdown of Total Project Cost (Percentage)	80.7%	19.3%	100%

RESOLUTION TO EMPOWER CITY CLERK TO SIGN REDISTRICITING

Grimes Resolution No.12-0921

WHEREAS, the City of Grimes (Grimes) is looking to complete the redistricting process with Polk County and the Iowa Secretary of State's office before January 4th, 2022; and,

WHEREAS, the Secretary of State requests that the City Council appoint an authorized representative of the City to sign the documents, and,

WHEREAS, this resolution shall empower the City Clerk, Rochelle Williams, to sign any documents required by the Iowa Secretary of State's office for the redistricting process for the City of Grimes; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, authorized to empower the City Clerk to sign the required redistricting documents on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 14th day of December, 2021, and approved by the Mayor on the 14th day of December, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



I & S Group, Inc.
115 E. Hickory St. Suite 300
Mankato, MN 56001
507-387-6651
www.ISGInc.com

City of Grimes, IA
EMAIL
410 SE Main St, Suite 102
Grimes, IA 50111

Invoice Number 77407
Date 11/30/2021

**Project 21-25707 City of Grimes Hwy
44 Trail Action Plan - Grimes, IA**

Progress billing for professional services provided through date of invoice

First meeting with City staff to review and discuss work plan.

Description	Current Billed
Identify Key Stakeholders	\$412.50
Develop Corridor Base Mapping	\$295.80
	\$708.30

Invoice Amount **\$708.30**

*Payment Terms: Net 30 days from invoice date. Thank you.
Past due balances are subject to late fees in the amount of 1.5% per month.*

If you have a question regarding your invoice, please e-mail ar@ISGInc.com

P.O. No. _____

31071

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier ISG
Name

115 E Hickory St., Ste. 300, Mankato, MN 56001
Address

(507) 387-6651
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
<u>HWY 44 Trail</u>			<u>\$ 708.30</u>

PURCHASE JUSTIFICATION: _____

DEPARTMENT: Development Services

LINE ITEM: 346-430-6407

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: Alex P. Battaglia PKY DATE: Dec. 9, 2021
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Jake Anderson AKS 12/9/21
City Administrator Date

Council Approval date: (if over \$10,000)

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



I & S Group, Inc.
115 E. Hickory St. Suite 300
Mankato, MN 56001
507-387-6651

www.ISGInc.com

City of Grimes, IA
EMAIL
410 SE Main St, Suite 102
Grimes, IA 50111

Invoice Number 77408
Date 11/30/2021

**Project 21-25768 Grimes Water
Works Park Improvements - Grimes,
IA**

Progress billing for professional services provided through date of invoice

Meetings, emails and phone calls with City

Description	Contract Amount	Prior Billed	Current Billed
Survey	\$9,300.00	\$9,300.00	
Geotechnical Coordination	\$3,500.00	\$3,500.00	
Design Development	\$57,500.00	\$2,200.00	\$24,678.00
Construction Documents	\$135,000.00		\$1,848.00
Bidding	\$6,300.00		
Reimbursables			
	\$211,600.00	\$15,000.00	\$26,526.00

Invoice Amount \$26,526.00

*Payment Terms: Net 30 days from invoice date. Thank you.
Past due balances are subject to late fees in the amount of 1.5% per month.*

If you have a question regarding your invoice, please e-mail ar@ISGInc.com

P.O. No. _____

31072

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier ISG
Name

115 E Hickory St, Ste 300, Mankato, MN 56001
Address

(507) 387-6651
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
Water Works Park Improvements			\$ 26,526.00

PURCHASE JUSTIFICATION: _____

DEPARTMENT: Development Services

LINE ITEM: 348-430-6407

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: Ally Paltynoff PSH DATE: Dec. 9, 2021
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Jake Anderson 12/9/21
City Administrator Date

Council Approval date: (if over \$10,000)

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

324-80-6499

INVOICE**ALLENDER BUTZKE ENGINEERS INC.**

TO: City of Grimes
101 NE Harvey Street
Grimes, IA 50111

PROJECT NO: 195247

INVOICE NO: 195247BW18

PLEASE INCLUDE INVOICE NUMBER ON REMITTANCE ADVICE

RE: Concrete Testing and Observations
Grimes RO WTP
NW 18th St & N James St, Grimes, Iowa

INVOICE DATE: 12/6/2021

Description of Services	Amount	Unit Price	Total
Technician III	4.0 hrs	\$63.00 /Hour	\$252.00
Technician III Overtime Rate	1.0 hrs	\$94.50 /Hour	\$94.50
Transportation Charges	30.0 miles	\$0.78 /Mile	\$23.40
Engineering Review & Report Preparation	1.0 hrs	\$148.00 /Hour	\$148.00
Compressive Strength of Cylinder ASTM C39 (set of 3)	16.0 tests	\$19.50 /Test	\$312.00
Disposable cylinder molds	16.0 ea	\$2.80 /Ea.	\$44.80
Total Due			\$874.70

Invoice for Concrete Cylinder Set Numbers:
81451, 81452, 81481, 81482

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon receipt of invoice. Accounts not paid within 30 days after invoice date are subject to a 1 1/2% per month late charge.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

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: December 14, 2021 **PAYMENT REQUEST #** 36
PAYMENT PERIOD: From: October 17, 2021 Through: November 13, 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:	\$	485,881.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	485,881.00	
Less previous applications for payment:	\$	475,467.95	
SUBTOTAL	\$		10,413.05

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 10,413.05

Balance to finish, including retainage: \$ 462,119.00

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:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name Veenstra & Kimm, Inc.

Signature Date November 19, 2021

City of Grimes Staff Approval:

Signature Date 12-9-21

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	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	November 9, 2021	\$ 27,432.50

TOTAL \$ 475,467.95

Previous Applications for Payment

No.	Date	Amount
36		
37		
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Record of Change Orders

No.	Date	Amount
1	September 22, 2020	\$ -
2	October 27, 2020	\$ 66,000.00
3		
4		
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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:	-



REC'D NOV 22 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

November 19, 2021
Project No: 128107
Invoice No: 23

Project Manager H. Veenstra Jr.

Engineering services for WRA Connector - Phase 2 - Design Services:

Professional Services from October 17, 2021 to November 13, 2021**Professional Personnel**

	Hours	Rate	Amount
Process Engineer I	4.00	203.00	812.00
Engineer III-B	59.50	128.00	7,616.00
Drafter IA	18.00	107.00	1,926.00
Totals	81.50		10,354.00
Total Labor			10,354.00

Reimbursable Expenses

Miscellaneous Expense	59.05
Total Reimbursables	59.05

Billing Limits

	Current	Prior	To-Date
Total Billings	10,413.05	419,586.95	430,000.00
Limit			430,000.00
Total this Invoice			\$10,413.05

Billings to Date

	Current	Prior	Total
Labor	10,354.00	395,938.50	406,292.50
Consultant	0.00	3,960.00	3,960.00
Expense	59.05	55.00	114.05
Unit	0.00	19,633.45	19,633.45
Totals	10,413.05	419,586.95	430,000.00

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 #: 20160.06

PO #

Original Contract Date: October 13, 2020

Vendor # 3129

Date of Council Meeting: December 14, 2021

PAYMENT REQUEST # 6

PAYMENT PERIOD: From: October 1, 2021 Through: October 31, 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: \$ 136,045.00

Retainage: 0 % of Completed Work: \$ -

Total Earned less Retainage: \$ 136,045.00

Less previous applications for payment: \$ 120,567.50

SUBTOTAL \$ 15,477.50

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 15,477.50

Balance to finish, including retainage: \$ 16,515.00

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 11/26/2021

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date 12-8-21

City of Grimes Council Approval:

Signature

Date

Submit to:

Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail:

mahrens@grimesiowa.gov

Phone:

(515) 986-4050

Fax:

(515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 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	November 9, 2021	\$ 30,317.50
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 120,567.50

Record of Change Orders

No.	Date	Amount
1	June 8, 2021	\$ 94,060.00
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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: 11/10/2021
Billing Period: 10/01/21-10/31/21

Invoice No: 20160.06
Project No: 20160

Project: Kennybrook South Wetland Project

				Current
Hourly Services:	Hours	Rate	Amount	
Engineer V	29.0	\$115.00	\$3,335.00	
Engineer II	9.5	\$85.00	\$807.50	
Landscape Architect II	15.5	\$95.00	\$1,472.50	
Land Surveyor V	4.0	\$115.00	\$460.00	
Technician V	89.0	\$85.00	\$7,565.00	
Technician IV	24.5	\$75.00	<u>\$1,837.50</u>	
	Subtotal:		\$15,477.50	<u>\$15,477.50</u>
Total Due this Invoice:				\$15,477.50

NILLES ASSOCIATES, INC.



Thank you for your business.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Annual Stormwater - Silkwood Area Drainage Improvements

Contractor: Nilles Associates, Inc.

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

Finance Budget Code: 307-865-6407

Finance Project # _____

Vendor Project or Invoice #: 21126.02

PO # _____

Original Contract Date: April 27, 2021

Vendor # 3129

Date of Council Meeting: December 14, 2021

PAYMENT REQUEST # 2

PAYMENT PERIOD: From: August 1, 2021 Through: October 31, 2021

Contract Summary

Original Contract Amount: \$ 4,800.00

Net change by Change Orders: \$ 73,450.00

Contract Amount to Date: (line 1 ± 2) \$ 78,250.00

Total completed and stored to date: \$ 58,587.50

Retainage: 0 % of Completed Work: \$ -

Total Earned less Retainage: \$ 58,587.50

Less previous applications for payment: \$ 25,107.50

SUBTOTAL \$ 33,480.00

OTHER CHARGES (Attach an itemized list)

\$ -

CURRENT PAYMENT DUE

\$ 33,480.00

Balance to finish, including retainage: \$ 19,662.50

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	September 14, 2021	\$ 25,107.50
2		
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TOTAL \$ 25,107.50

Previous Applications for Payment

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Record of Change Orders

No.	Date	Amount
1	June 22, 2021	\$ 23,800.00
2	September 28, 2021	\$ 49,650.00
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TOTAL \$ 73,450.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	APR. 27, 2021
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: 11/10/2021
Billing Period: 08/01/21-10/31/21

Invoice No: 21126.02
Project No: 21126

Project: Annual Stormwater - Silkwood Area Drainage Improvements

				Current
Hourly Services:	Hours	Rate	Amount	
Engineer VII	1.5	\$140.00	\$210.00	
Engineer V	74.5	\$115.00	\$8,567.50	
Engineer III	29.5	\$95.00	\$2,802.50	
Engineer I	1.0	\$75.00	\$75.00	
Land Surveyor VI	38.0	\$125.00	\$4,750.00	
Land Surveyor V	23.0	\$115.00	\$2,645.00	
Technician V	130.5	\$85.00	\$11,092.50	
Technician IV	44.5	\$75.00	<u>\$3,337.50</u>	
	Subtotal:		\$33,480.00	\$33,480.00
Total Due this Invoice:				\$33,480.00

NILLES ASSOCIATES, INC.



Thank you for your business.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Outlet Repairs - Crossings Townhomes and Lot J Beaverbrooke West Plat 8
Contractor: Nilles Associates, Inc.
Address: 1250 SW State Street, Suite A, Ankeny, IA 50023
Finance Budget Code: _____ **Finance Project #** _____
Vendor Project or Invoice #: 21142.01 **PO #** _____
Original Contract Date: May 25, 2021 **Vendor #** 3129

Date of Council Meeting: December 14, 2021 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: May 25, 2021 Through: October 31, 2021

Contract Summary

Original Contract Amount:	\$	5,900.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	5,900.00	
Total completed and stored to date:	\$	5,845.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	5,845.00	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$	5,845.00	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 5,845.00

Balance to finish, including retainage: \$ 55.00

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
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ -

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 25, 2021
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: 11/10/2021
Billing Period: 05/25/21-10/31/21

Invoice No: 21142.01
Project No: 21142

**Project: Outlet Repairs - Crossings Townhomes and
Lot J Beaverbrooke West Plat 8**

				Current
Hourly Services:	Hours	Rate	Amount	
Engineer V	14.0	\$115.00	\$1,610.00	
Engineer III	12.0	\$95.00	\$1,140.00	
Engineer I	0.0	\$75.00	\$0.00	
Land Surveyor VI	8.0	\$125.00	\$1,000.00	
Land Surveyor V	5.0	\$115.00	\$575.00	
Technician VI	0.0	\$95.00	\$0.00	
Technician V	9.5	\$85.00	\$807.50	
Technician IV	9.5	\$75.00	<u>\$712.50</u>	
	Subtotal:		\$5,845.00	\$5,845.00
Total Due this Invoice:				\$5,845.00

NILLES ASSOCIATES, INC.



Thank you for your business.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Grimes Water Main Improvements (ASR to Standpipe)
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, IA 50325
Finance Budget Code: 359-810-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 10, 2021 **Vendor #** 2830

Date of Council Meeting: December 14, 2021 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: September 26, 2021 Through: November 26, 2021

Contract Summary

Original Contract Amount:	\$	98,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	98,000.00	
Total completed and stored to date:	\$	98,000.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	98,000.00	
Less previous applications for payment:	\$	85,196.92	
SUBTOTAL	\$		12,803.08

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 12,803.08

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) N/A Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

December 1, 2021

City of Grimes Staff Approval:

Signature

Date

12-8-21

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	September 14, 2021	\$ 80,594.01
2	October 12, 2021	\$ 4,602.91
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 85,196.92

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 10, 2021
Original Contract Time:	N/A
Added by Change Order:	N/A
Contract Time to Date:	N/A
Time Used to Date:	N/A
Contract Time Remaining:	N/A



1360 NW 121st Street
Clive, IA 50325

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

December 01, 2021
Project No: 0000210876-000
Invoice No: 136742
Due Date: December 31, 2021

Project 0000210876-000 Grimes Emergency Water Main - Main St. to James St.

Professional Services from October 31, 2021 to November 27, 2021

Phase 4 Permanent Standpipe Connection

Amount Over Contract	-5,094.94	
	-5,094.94	-5,094.94
Total this Phase		-\$5,094.94

Phase 600 Construction Services

	Hours	Rate	Amount	
On Site Representative I	80.00	110.00	8,800.00	
Engineer III	15.25	180.00	2,745.00	
Project Manager II	21.50	220.00	4,730.00	
Totals	116.75		16,275.00	
Total Labor				16,275.00
Consultants				
Terracon			993.34	
Total Consultants			993.34	993.34
Reimbursable Expenses				
Field Supplies			52.80	
Total Reimbursables			52.80	52.80
Reimbursable Miles				576.88
Total this Phase				\$17,898.02
Total Due this Invoice				\$12,803.08

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Pavement Management Study
Contractor: HR Green, Inc.
Address: PO Box 8213, Des Moines, IA 50301-8213
Finance Budget Code: 344-210-6407 **Finance Project #**
Vendor Project or Invoice #: PN 200807/Inv 148505 **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 2628

Date of Council Meeting: December 14, 2021 **PAYMENT REQUEST #** 13
PAYMENT PERIOD: From: October 16, 2021 Through: November 19, 2021

Contract Summary

Original Contract Amount:	\$	60,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	60,000.00	
Total completed and stored to date:	\$	47,794.40	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	47,794.40	
Less previous applications for payment:	\$	46,889.90	
SUBTOTAL			\$ 904.50

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 904.50

Balance to finish, including retainage: \$ 12,205.60

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: HR Green, Inc.

Firm Name

Signature Date December 6, 2021

City of Grimes Staff Approval:

Signature Date 12-8-21

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 10, 2020	\$ 5,950.50
2	December 22, 2020	\$ 3,858.60
3	January 12, 2021	\$ 1,888.00
4	March 9, 2021	\$ 1,965.00
5	April 13, 2021	\$ 3,969.50
6	May 11, 2021	\$ 8,525.80
7	June 22, 2021	\$ 2,227.00
8	July 13, 2021	\$ 2,177.00
9	August 10, 2021	\$ 5,218.98
10	September 14, 2021	\$ 5,101.52
11	September 28, 2021	\$ 1,635.00
12	October 26, 2021	\$ 4,373.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 46,889.90

Record of Change Orders

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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: -



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

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

December 6, 2021
 Project No: 200807
 Invoice No: 148505
Invoice Total: \$904.50

Project 200807 Grimes, IA - Pavement Management Program

Professional Services Through November 19, 2021

Phase 5000 Plan for Improvements

Professional Personnel

	Hours	Amount	
Senior Professional	3.50	747.50	
Junior Professional	1.00	110.00	
Admin Coordinator	.50	47.00	
Totals	5.00	904.50	
Total Labor			904.50
Total this Phase			\$904.50

Billing Limits

	Current	Prior	To-Date
Total Billings	904.50	46,889.90	47,794.40
Limit			50,000.00
Remaining			2,205.60
Total this Invoice			\$904.50

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: 352-810-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 10, 2021 **Vendor #** 4147

Date of Council Meeting: December 14, 2021 **PAYMENT REQUEST #** 32
PAYMENT PERIOD: From: October 31, 2021 Through: November 30, 2021

Contract Summary

Original Contract Amount:	\$	636,025.00	
Net change by Change Orders:	\$	(7,004.60)	
Contract Amount to Date: (line 1 ± 2)	\$	629,020.40	
Total completed and stored to date:	\$	458,980.47	
Retainage: 5 % of Completed Work:	\$	22,949.02	
Total Earned less Retainage:	\$	436,031.44	
Less previous applications for payment:	\$	240,378.27	
SUBTOTAL	\$		195,653.17
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		195,653.17
Balance to finish, including retainage:	\$	192,988.96	

Contract Time Remaining (If applicable) 31.00 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: [Signature] Firm Name: Synergy Contracting, LLC. Date: 12/9/2021

Engineer / Consultant Approval: MSA Professional Services, Inc.
 Signature: [Signature] Firm Name: MSA Professional Services, Inc. Date: 12/09/2021

City of Grimes Staff Approval: [Signature]
 Signature: [Signature] Date: 12-9-21

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

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	\$ 5,000.00	-	100.00%
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 4,620.00	\$ 4,620.00	1.00	\$ 4,620.00	-	100.00%
4.01	Removal of Sanitary Sewer, 10" or Less	LF	10.00		10.00	\$ 21.00	\$ 210.00	15.00	\$ 315.00	(5.00)	150.00%
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, C900 PVC, 8 Inch	LF	10.00		10.00	\$ 182.00	\$ 1,820.00	15.00	\$ 2,730.00	(5.00)	150.00%
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	\$ -	-	\$ -	-	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	2,658.00	\$ 241,878.00	82.00	97.01%
5.04	Water Main, Trenchless, PVC, Cased, 8 Inch	LF	70.00		70.00	\$ 420.00	\$ 29,400.00	80.00	\$ 33,600.00	(10.00)	114.29%
5.05	Fitting, Tee, 8 Inch x 4 Inch	EA	1.00	(1.00)	-	\$ 1,015.00	\$ -	-	\$ -	-	0.00%
5.06	Fitting, Tee, 8 Inch x 8 Inch	EA	5.00		5.00	\$ 1,260.00	\$ 6,300.00	3.00	\$ 3,780.00	2.00	60.00%
5.07	Fitting, Cross, 8 Inch x 8 Inch	EA	2.00	(1.00)	1.00	\$ 2,380.00	\$ 2,380.00	1.00	\$ 2,380.00	-	100.00%
5.08	Fitting, Cap, 8 Inch	EA	1.00		1.00	\$ 490.00	\$ 490.00	2.00	\$ 980.00	(1.00)	200.00%
5.09	Fitting, Reducer, 8 Inch x 4 Inch	EA	3.00	(2.00)	1.00	\$ 665.00	\$ 665.00	-	\$ -	1.00	0.00%
5.10	Fitting, Reducing Tee, 8 Inch x 6 Inch x 6 Inch	EA	1.00		1.00	\$ 2,520.00	\$ 2,520.00	1.00	\$ 2,520.00	-	100.00%
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)	-	\$ 1,750.00	\$ -	-	\$ -	-	0.00%
5.14	Valve, 8 Inch	EA	16.00	(2.00)	14.00	\$ 2,450.00	\$ 34,300.00	11.00	\$ 26,950.00	3.00	78.57%
5.15	Fire Hydrant Assembly	EA	5.00		5.00	\$ 7,980.00	\$ 39,900.00	5.00	\$ 39,900.00	-	100.00%
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	(3.00)	8.00	\$ 4,550.00	\$ 36,400.00	1.00	\$ 4,550.00	7.00	12.50%
5.19	Flushing Device, Blowoff	EA	4.00		4.00	\$ 3,080.00	\$ 12,320.00	5.00	\$ 15,400.00	(1.00)	125.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 624,120.40

\$ 458,980.47

73.54%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 9, 2021	\$ 240,378.27
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 240,378.27

Record of Change Orders

No.	Date	Amount
1	November 9, 2021	\$ 1,822.70
2	December 14, 2021	\$ (8,827.30)
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TOTAL \$ (7,004.60)

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 10, 2021
Original Contract Time:	80.00
Added by Change Order:	5.00
Contract Time to Date:	85.00
Time Used to Date:	54.00
Contract Time Remaining:	<u>31.00</u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Sports Complex Parking Lot Improvements
Contractor: Concrete Technologies, Inc.
Address: 1001 SE 37th St., Grimes, IA 50111
Finance Budget Code: 347-431-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 24, 2021 **Vendor #** 1250

Date of Council Meeting: December 14, 2021 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: November 1, 2021 Through: November 30, 2021

Contract Summary

Original Contract Amount:	\$	618,328.75	
Net change by Change Orders:	\$	34,252.51	
Contract Amount to Date: (line 1 ± 2)	\$		652,581.26
Total completed and stored to date:	\$	618,259.71	
Retainage: 5 % of Completed Work:	\$	30,912.99	
Total Earned less Retainage:	\$		587,346.72
Less previous applications for payment:	\$		288,218.36
SUBTOTAL			\$ 299,128.36

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 299,128.36

Balance to finish, including retainage: \$ 65,234.54

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: Concrete Technologies, Inc.

Signature: [Signature] Firm Name: _____ Date: 12-9-21

Engineer / Consultant Approval: MSA Professional Services, Inc.

Signature: [Signature] Firm Name: _____ Date: 12/09/2021

City of Grimes Staff Approval: [Signature]

Signature: _____ Date: 12-9-21

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

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	Topsoll, On-Site	CY	2,935.00		2,935.00	\$ 4.15	\$ 12,180.25	2,935.00	\$ 12,180.25	-	100.00%
2.02	Excavation Class 10, Onsite	CY	6,640.00		6,640.00	\$ 13.50	\$ 89,640.00	6,640.00	\$ 89,640.00	-	100.00%
2.03	Compaction Testing, Moisture & Density Control	LS	1.00		1.00	\$ 5,150.00	\$ 5,150.00	1.00	\$ 5,150.00	-	100.00%
2.04	Subgrade Preparation, 6" Thickness	SY	6,600.00		6,600.00	\$ 3.35	\$ 22,110.00	6,600.00	\$ 22,110.00	-	100.00%
2.05	Subbase, Granular, 8" Thickness	SY	6,600.00		6,600.00	\$ 12.00	\$ 79,200.00	6,600.00	\$ 79,200.00	-	100.00%
4.01	Storm Sewer, 15" RCP	LF	294.00		294.00	\$ 49.50	\$ 14,553.00	298.00	\$ 14,751.00	(4.00)	101.38%
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	195.80	\$ 4,013.90	(25.80)	115.18%
7.02	Pavement, PCC, 6"	SY	6,050.00		6,050.00	\$ 33.75	\$ 204,187.50	6,050.00	\$ 204,187.50	-	100.00%
7.03	Sidewalk, PCC, 5"	SY	395.00		395.00	\$ 49.00	\$ 19,355.00	229.40	\$ 11,240.60	165.60	58.08%
7.04	Sidewalk, PCC, 6"	SY	82.00		82.00	\$ 60.00	\$ 4,920.00	148.40	\$ 8,904.00	(66.40)	180.98%
7.05	Sidewalk, Shared Use Path, and Driveway Assurance Testing	LS	1.00		1.00	\$ 825.00	\$ 825.00	1.00	\$ 825.00	-	100.00%
8.01	Traffic Control	LS	1.00		1.00	\$ 950.00	\$ 950.00	1.00	\$ 950.00	-	100.00%
8.02	Painted Pavement Markings, Waterborne	STA	42.00		42.00	\$ 128.00	\$ 5,376.00	42.00	\$ 5,376.00	-	100.00%
8.03	Painted Symbols and Legends, Waterborne	EA	12.00		12.00	\$ 88.00	\$ 1,056.00	12.00	\$ 1,056.00	-	100.00%
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	\$ 4,690.00	-	100.00%
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 (SWPP) Management	LS	1.00		1.00	\$ 2,320.00	\$ 2,320.00	0.75	\$ 1,740.00	0.25	75.00%
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	1.00	\$ 1,830.00	-	100.00%
11.03	Electrical Work	LS	1.00		1.00	\$39,200.00	\$ 39,200.00	0.50	\$ 19,600.00	0.50	50.00%
					-	\$ -	\$ -		\$ -	-	0.00%
	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%
					-	\$ -	\$ -		\$ -	-	0.00%
	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	\$ 3,854.18	-	100.00%
CO2 2	100 AMP service to storage shed	LS		1.00	1.00	\$ 9,837.25	\$ 9,837.25	1.00	\$ 9,837.25	-	100.00%
CO2 3	Additional underground circuit for lighting	LS		1.00	1.00	\$ 2,457.08	\$ 2,457.08	1.00	\$ 2,457.08	-	100.00%
CO2 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%
	CHANGE ORDER #3				-	\$ -	\$ -		\$ -	-	0.00%
CO3	Sanitary Sewer, Mahole Adjustment, Minor	EA		1.00	1.00	\$ 1,089.00	\$ 1,089.00	1.00	\$ 1,089.00	-	100.00%
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TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 652,581.26

\$ 618,259.71

94.74%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 12, 2021	\$ 110,011.09
2	November 9, 2021	\$ 178,207.27
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 288,218.36

Record of Change Orders

No.	Date	Amount
1	October 12, 2021	\$ 15,695.00
2	November 9, 2021	\$ 17,468.51
3	December 14, 2021	\$ 1,089.00
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TOTAL \$ 34,252.51

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:	

324-810-6490



Contractor's Application for Payment No.

24 (Twenty-Four)

Application Period:

11/1/2021

to

11/30/2021

Application Date:

12/8/2021

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
1	\$ 37,166.00	
2	\$ 71,894.00	
3	\$ 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).....	\$	18,104,947.50
5. Retainage		
a. 5.0% X \$ 18,085,147.50 Work Completed.....	\$	904,257.37
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).....	\$	905,247.37
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$	17,199,700.13
7. Less Previous Payments (Line 6 from prior Application).....	\$	17,050,330.68
8. Amount Due This Application.....	\$	149,369.45
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	1,172,785.87

Payment of: \$149,369.45

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

is recommended by:

(Engineer)

12/9/2021
(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)

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: 12/8/2021

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Grimes RO WTP - Phase 1				Application Number:	24 (Twenty-Four)		
Application Period:	11/1/2021	to	11/30/2021		Application Date:	12/8/2021		
A		B	Work Completed		E	F		G
			C	D				
Specification Section	Description	Scheduled Value (\$)	From Previous Application	This Period	Materials Presently Stored	Total Completed and Stored to Date	% (E/B)	Balance to Finish (B - E)
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	\$ 74,400.00	\$ 1,224.00		\$ 75,624.00	100.00%	\$ -
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	Description	Scheduled Value (\$)	From Previous Application	This Period	Materials Presently Stored	Total Completed and Stored to Date	% (E/B)	Balance to Finish (B - E)
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	\$ 270,711.00			\$ 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	\$ 19,195.00			\$ 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	\$ 750.00		\$ 64,500.00	100.00%	\$ -
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	\$ 4,050.00		\$ 102,050.00	100.00%	\$ -
09.04	Painting	\$ 284,354.00	\$ 280,750.00	\$ 2,500.00		\$ 283,250.00	99.61%	\$ 1,104.00

A		B	Work Completed		E	F		G
			C	D		%		
Specification Section	Description	Scheduled Value (\$)	From Previous Application	This Period	Materials Presently Stored	Total Completed and Stored to Date	(E/B)	Balance to Finish (B - F)
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	\$ 775.00		\$ 3,275.00	100.00%	\$ -
Division 12 - Furnishings								
12.01	Sunshades	\$ 16,572.00	\$ 2,500.00	\$ 5,000.00		\$ 7,500.00	45.26%	\$ 9,072.00
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	\$ 1,650.00		\$ 15,850.00	100.00%	\$ -
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	\$ 4,500.00		\$ 32,000.00	96.15%	\$ 1,280.00
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%	\$ -

A		B	Work Completed		E	F		G
			C	D		Total Completed and Stored to Date	% (E/B)	
Specification Section	Description	Scheduled Value (\$)	From Previous Application	This Period	Materials Presently Stored			Balance to Finish (B - E)
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%	\$ -
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	\$ 3,000.00		\$ 35,000.00	100.00%	\$ -
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	\$ 2,500.00		\$ 20,000.00	95.24%	\$ 1,000.00
Division 26 - Electrical								
26.01	Electrical	\$ 1,188,553.00	\$ 1,140,100.00	\$ 22,000.00		\$ 1,162,100.00	97.77%	\$ 26,453.00
26.02	Electrical Gear - MCC's, Etc.	\$ 528,000.00	\$ 528,000.00			\$ 528,000.00	100.00%	\$ -
26.03	Generator/MV Switchgear	\$ 1,277,947.00	\$ 1,277,947.00			\$ 1,277,947.00	100.00%	\$ -
Division 27 - Communications								
27.01	Communication	\$ 37,100.00	\$ 24,924.00			\$ 24,924.00	67.18%	\$ 12,176.00
Division 28 - Electronic Safety and Security								
28.01	Electronic Safety and Security	\$ 66,700.00	\$ 22,380.00			\$ 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 & Grading, 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%	\$ -

A		B	Work Completed		E	F		G
			C	D				
Specification Section	Description	Scheduled Value (\$)	From Previous Application	This Period	Materials Presently Stored	Total Completed and Stored to Date	% (E/F)	Balance to Finish (B - F)
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
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	\$ 810.00		\$ 3,310.00	100.00%	\$ -
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	\$ 39,540.00		\$ 347,540.00	100.00%	\$ -
32.07	Gravel Shoulders	\$ 2,660.00	\$ -			\$ -	0.00%	\$ 2,660.00
32.08	Gravel Drives including Fabric	\$ 33,660.00	\$ -	\$ 18,500.00		\$ 18,500.00	54.96%	\$ 15,160.00
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	\$ 470,720.00			\$ 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	\$ 932.00		\$ 788,732.00	100.00%	\$ -
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								

A		B	Work Completed		E	F		G
			C	D				
Specification Section	Description	Scheduled Value (\$)	From Previous Application	This Period	Materials Presently Stored	Total Completed and Stored to Date	% (E/F)	Balance to Finish (B - E)
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	\$ 285,000.00		\$ -	\$ 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%	\$ -
46.04	Harn RO System Assigned Contract Allowance	\$ 1,327,752.00	\$ 1,295,065.00	\$ 30,000.00		\$ 1,325,065.00	99.80%	\$ 2,687.00
46.05	Equipment Install	\$ 160,493.00	\$ 154,500.00	\$ 4,500.00		\$ 159,000.00	99.07%	\$ 1,493.00
Approved Project Change Orders								
	Change Order #1	\$ 37,166.00	\$ 37,166.00			\$ 37,166.00	100.00%	\$ -
	Change Order #2	\$ 71,894.00	\$ 71,894.00			\$ 71,894.00	100.00%	\$ -
	Change Order #3	\$ 312,226.00	\$ 293,250.00	\$ 15,000.00		\$ 308,250.00	98.73%	\$ 3,976.00
	Total	\$ 18,372,486.00	\$ 17,927,916.50	\$ 157,231.00	\$ 19,800.00	\$ 18,104,947.50	98.54%	\$ 267,538.50

Stored Material Summary

Contractor's Application

For (Contract):	Grimes RO WTP - Phase 1						Application Number:		24 (Twenty-Four)	
Application Period:	11/1/2021 to 11/30/2021						Application Date:		12/8/2021	
A	B C			D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Stored Previously		Amount Stored this Month (\$)		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
				Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/ Year)	Amount (\$)	
8.03	PA-1	Aluminum Door Materials	Supplier	Sep-2020	\$ 15,863.29	\$ -	\$ 15,863.29	May-2021	\$ 15,863.29	\$ -
9.0	PA-1	Flooring Materials	Supplier	Oct-2020	\$ 11,700.00	\$ -	\$ 11,700.00	Aug-2021	\$ 11,700.00	\$ -
46.03	77519	Force Draft Aerator	te /Supplie	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		\$ 55,500.00	\$ -

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:	24 (Twenty-Four)
					Application Date:	12/8/2021
Application Period:	From:	11/1/2021	To:	11/30/2021	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
1		\$ 37,166.00
2		\$ 71,894.00
3		\$ 312,226.00

Revised Contract Amount: \$ 18,372,486.00

Pay Estimates Paid-to-Date

Pay Estimate Number	Date	Amount
001	2/3/2020	\$ 1,211,556.85
002	2/28/2020	\$ 278,825.00
003	3/30/2020	\$ 487,861.10
004	4/21/2020	\$ 983,421.00
005	5/15/2020	\$ 757,739.00
006	6/29/2020	\$ 577,734.90
007	7/17/2020	\$ 507,053.00
008	8/31/2020	\$ 1,416,281.85
009	9/30/2020	\$ 730,806.50
010	10/19/2020	\$ 663,815.63
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
023	11/22/2021	\$ 144,101.70

Total Estimates Paid to Date: \$ 17,050,330.68

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Total Construction Cost: \$ 17,050,330.68

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: 359-810-6499 **Finance Project #**
Vendor Project or Invoice #: 1358 **PO #**
Original Contract Date: August 4, 2021 **Vendor #** 1358

Date of Council Meeting: December 14, 2021 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: November 1, 2021 Through: November 19, 2021

Contract Summary

Original Contract Amount:	\$	160,863.80	
Net change by Change Orders:	\$	70,775.64	
Contract Amount to Date: (line 1 ± 2)	\$	231,639.44	
Total completed and stored to date:	\$	231,639.44	
Retainage: 5 % of Completed Work:	\$	11,581.97	
Total Earned less Retainage:	\$	220,057.47	
Less previous applications for payment:	\$	172,280.60	
SUBTOTAL	\$		47,776.87

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 47,776.87

Balance to finish, including retainage: \$ 11,581.97

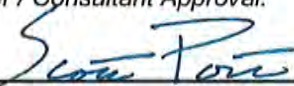
Contract Time Remaining (If applicable) - CALENDAR DAYS

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:  Firm Name: RD McKinney Plumbing and Excavating, Inc. Date: 12/1/21

Engineer / Consultant Approval: McClure Engineering Company

Signature:  Firm Name: McClure Engineering Company Date: Dec. 1, 2021

City of Grimes Staff Approval: 

Signature: Date: 12-8-21

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	Trench Compaction Testing	LS	1.00	(1.00)	-	\$ 1,700.00	\$ -	-	\$ -	-	0.00%
2	Storm Sewer, Remove and Replace, C900 PVC, 12"	LF	22.00		22.00	\$ 250.00	\$ 5,500.00	22.00	\$ 5,500.00	-	100.00%
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	29.00	59.00	\$ 45.00	\$ 2,655.00	59.00	\$ 2,655.00	-	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	864.00	\$ 90,720.00	-	100.00%
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	4.00	\$ 200.00	\$ 800.00	4.00	\$ 800.00	-	100.00%
10	Fitting, 90 Degree Bend, 8" (Place Only)	EA	1.00	-	1.00	\$ 200.00	\$ 200.00	1.00	\$ 200.00	-	100.00%
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	106.40	177.30	\$ 22.00	\$ 3,900.60	177.30	\$ 3,900.60	-	100.00%
17	Sidewalk, PCC, 5"	SY		31.70	31.70	\$ 62.00	\$ 1,965.40	31.70	\$ 1,965.40	-	100.00%
18	Driveway, Paved, PCC, 6"	SY		89.00	89.00	\$ 120.00	\$ 10,680.00	89.00	\$ 10,680.00	-	100.00%
19	Full Depth Patches, PCC	SY		189.30	189.30	\$ 130.00	\$ 24,609.00	189.30	\$ 24,609.00	-	100.00%
20	Temporary Traffic Control	LS	1.00	1.19	2.19	\$ 3,500.00	\$ 7,650.00	2.19	\$ 7,650.00	-	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	\$ 2,000.00	-	100.00%
22	Wattle, Straw, 9-inch	LF	200.00	(200.00)	-	\$ 2.50	\$ -	-	\$ -	-	0.00%
23	Wattle Removal	LF	200.00	(200.00)	-	\$ 0.12	\$ -	-	\$ -	-	0.00%
24	Mobilization	LS	1.00	1.00	2.00	\$ 1,000.00	\$ 2,000.00	2.00	\$ 2,000.00	-	100.00%
25	Concrete Washout	LS	1.00		1.00	\$ 100.00	\$ 100.00	1.00	\$ 100.00	-	100.00%
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)	-	\$ -	\$ -	-	\$ -	-	100.00%
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%
30	Relocate and Reinforce Mailbox	LS		1.00	1.00	\$ 250.00	\$ 250.00	1.00	\$ 250.00	-	100.00%
31	Water Main Tee Removal and Repair and Associated Work	LS		1.00	1.00	\$ 8,978.85	\$ 8,978.85	1.00	\$ 8,978.85	-	100.00%
32	Water Main Search, Rock, Valve and Tee Labor at ASR plant	LS		1.00	1.00	\$ 16,930.59	\$ 16,930.59	1.00	\$ 16,930.59	-	100.00%
33	Hydrant Extension Labor	LS		1.00	1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00	-	100.00%
34	Additional Subgrade Work	LS		1.00	1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	-	100.00%
TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE							\$ 231,639.44		\$ 231,639.44		100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 12, 2021	\$ 98,455.15
2	November 9, 2021	\$ 73,825.45
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Previous Applications for Payment

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TOTAL \$ 172,280.60

Record of Change Orders

No.	Date	Amount
1	October 12, 2021	\$ 36,192.60
2	December 14, 2021	\$ 34,583.04
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TOTAL \$ 70,775.64

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:	-

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: December 14, 2021 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: October 29, 2021 Through: November 30, 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:	\$	1,626,837.67	
Retainage: 5 % of Completed Work:	\$	81,341.88	
Total Earned less Retainage:	\$	1,545,495.79	
Less previous applications for payment:	\$	1,489,847.87	
SUBTOTAL	\$	55,647.92	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 55,647.92

Balance to finish, including retainage: \$ 132,038.29

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 12/6/2021

Engineer / Consultant Approval: Veenstra & Kimm, Inc.

Firm Name

Signature

Date 12/3/21

City of Grimes Staff Approval: Signature Date 12-8-21

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	0.95	\$ 190,000.00	0.05	95.00%
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	0.90	\$ 216,000.00	0.10	90.00%
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	\$ 6,488.00	-	100.00%
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	\$ 8,532.00	-	100.00%
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	\$ 9,835.00	-	100.00%
15	Chain Link Fence Gate	EA	1.00		1.00	\$ 1,555.00	\$ 1,555.00	1.00	\$ 1,555.00	-	100.00%
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	\$ 1,113.00	-	100.00%
18	2" Water Shut Off Valve & Box	EA	1.00		1.00	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00	-	100.00%
19	Freezeless Yard Hydrant	EA	1.00		1.00	\$ 1,060.00	\$ 1,060.00	1.00	\$ 1,060.00	-	100.00%
20	Erosion Control	LS	1.00		1.00	\$ 12,625.00	\$ 12,625.00	0.90	\$ 11,362.50	0.10	90.00%
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	1.00	\$ 8,500.00	-	100.00%
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	-	\$ -	1.00	0.00%
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	November 9, 2021	\$ 245,298.70
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Previous Applications for Payment

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TOTAL \$ 1,489,847.87

Record of Change Orders

No.	Date	Amount
1	November 9, 2021	\$ 25,333.08
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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: 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: December 14, 2021 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: October 23, 2021 Through: November 26, 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:	\$	181,552.30	
Retainage: 5 % of Completed Work:	\$	9,077.62	
Total Earned less Retainage:	\$	172,474.69	
Less previous applications for payment:	\$	102,124.48	
SUBTOTAL	\$		70,350.21

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 70,350.21

Balance to finish, including retainage: \$ 16,634.45

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: On Track Construction, LLC

Signature: [Signature] Firm Name: On Track Construction, LLC Date: 12/2/2021

Engineer / Consultant Approval: Nilles Associates, Inc

Signature: [Signature] Firm Name: Nilles Associates, Inc Date: 12-2-2021

City of Grimes Staff Approval: [Signature]

Signature: [Signature] Date: 12-8-21

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	243.00	\$ 8,262.00	-	100.00%
2.02	COMPOST AMENDED TOPSOIL, ON-SITE 4-IN DEPTH	CY		200	200	\$ 46.23	\$ 9,246.00	181.00	\$ 7,443.03	39.00	80.50%
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	286	(68)	218	\$ 61.00	\$ 13,298.00	218.00	\$ 13,298.00	-	100.00%
4.02	STORM SEWER, TRENCHED, PVC, 12-IN	LF	728	342	1,070	\$ 64.00	\$ 68,480.00	1,070.00	\$ 68,480.00	-	100.00%
4.03	STORM SEWER, TRENCHED, RCP, 15-IN	LF	176	(176)	-	\$ 85.00	\$ -	-	\$ -	-	0.00%
4.04	PIPE APRON, RCP, 15-INCH DIA	EA	1	(1)	-	\$ 2,600.00	\$ -	-	\$ -	-	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	\$ 3,650.00	-	100.00%
6.02	INTAKE, SW-512, 24-IN	EA	7	3	10	\$ 3,195.00	\$ 31,950.00	10.00	\$ 31,950.00	-	100.00%
9.01	CONVENTIONAL SEEDING, TYPE 1 (PERMANENT LAWN MIXTURE)	AC	1	0.84	1.44	\$ 1,414.00	\$ 2,036.16	1.00	\$ 1,414.00	0.44	69.44%
9.02	HYDROMULCH	AC	1	0.24	1.44	\$ 3,030.00	\$ 4,363.20	1.00	\$ 3,030.00	0.44	69.44%
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	70.00	\$ 357.00	40.00	63.64%
9.05	WATTLES, REMOVAL	LF	110		110	\$ 1.00	\$ 110.00	70.00	\$ 70.00	40.00	63.64%
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	\$ 1,375.00	-	100.00%
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	\$ 790.00	-	100.00%
9.16	TEMPORARY FENCING	LF		185	185	\$ 4.66	\$ 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	\$ 9,320.85	-	100.00%
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

\$ 181,552.30

96.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 9, 2021	\$ 102,124.48
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TOTAL \$ 102,124.48

Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

No.	Date	Amount
1	November 9, 2021	\$ 39,949.13
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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:	25.00
Contract Time Remaining:	-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: County Line Road Intersection Improvements
Contractor: Absolute Concrete
Address: 1000 West 6th Ave, PO Box 148, Slater, IA 50244
Finance Budget Code: 334-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: April 27, 2021 **Vendor #** 1072

Date of Council Meeting: December 14, 2021 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: October 1, 2021 Through: November 30, 2021

Contract Summary .

Original Contract Amount:	\$	980,161.50	
Net change by Change Orders:	\$	29,452.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,009,613.50	
Total completed and stored to date:	\$	915,025.00	
Retainage: 5 % of Completed Work:	\$	45,751.25	
Total Earned less Retainage:	\$	869,273.75	
Less previous applications for payment:	\$	825,774.68	
SUBTOTAL	\$		43,499.07

OTHER CHARGES (Attach an itemized list) \$ -

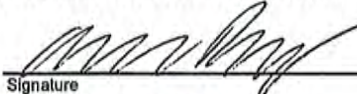
CURRENT PAYMENT DUE \$ 43,499.07

Balance to finish, including retainage: \$ 140,339.75

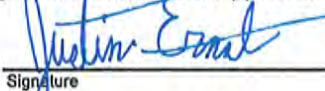
Contract Time Remaining (if applicable) - CALENDAR DAYS

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.

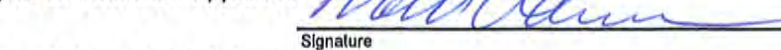
Construction Contractor Approval: Absolute Concrete

Signature:  Firm Name: Absolute Concrete
 Date: 12/1/21

Engineer / Consultant Approval: Bolton & Menk, Inc.

Signature:  Firm Name: Bolton & Menk, Inc.
 Date: 12-6-21

City of Grimes Staff Approval:

Signature:  Date: 12-8-21

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	CLEARING AND GRUBBING	LS	1.00		1.00	\$ 1,131.00	\$ 1,131.00		\$ -	1.00	0.00%
2	EXCAVATION, CLASS 10	CY	1,224.00		1,224.00	\$ 10.00	\$ 12,240.00	1,224.00	\$ 12,240.00	-	100.00%
3	EXCAVATION, CLASS 10, BORROW	CY	2,769.00		2,769.00	\$ 16.00	\$ 44,304.00	2,769.00	\$ 44,304.00	-	100.00%
4	SUBGRADE PREPARATION	SY	6,150.00	30.00	6,180.00	\$ 3.00	\$ 18,540.00	6,150.00	\$ 18,450.00	30.00	99.51%
5	SUBGRADE TREATMENT, FLY ASH OR CEMENT TREATMENT	SY	6,150.00		6,150.00	\$ 7.00	\$ 43,050.00		\$ -	6,150.00	0.00%
6	SUBBASE, MODIFIED, 6 IN	SY	6,150.00	30.00	6,180.00	\$ 10.00	\$ 61,800.00	6,150.00	\$ 61,500.00	30.00	99.51%
7	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	100.00		100.00	\$ 58.00	\$ 5,800.00		\$ -	100.00	0.00%
8	STORM SEWER, TRENCHED, RCP, 15 IN	LF	85.00		85.00	\$ 103.00	\$ 8,755.00	86.00	\$ 8,858.00	(1.00)	101.18%
9	STORM SEWER, TRENCHED, RCP, 30 IN	LF	520.00	51.00	571.00	\$ 109.00	\$ 62,239.00	570.00	\$ 62,130.00	1.00	99.82%
10	STORM SEWER, TRENCHLESS, RCP, 30 IN	LF	100.00		100.00	\$ 555.00	\$ 55,500.00	100.00	\$ 55,500.00	-	100.00%
11	PPE ARCH, CONC, 30 IN, W/ FOOTING (REMOVE, SALVAGE, AND REINSTALL)	EA	1.00		1.00	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	-	100.00%
12	SUBDRAIN, PERFORATED PLASTIC, PIP, 6 IN	LF	1,080.00		1,080.00	\$ 21.50	\$ 23,220.00	1,080.00	\$ 23,220.00	-	100.00%
13	SUBDRAIN, CLEANOUT, TYPE A-1, 8 IN.	EA	2.00		2.00	\$ 800.00	\$ 1,600.00	2.00	\$ 1,600.00	-	100.00%
14	SUBDRAIN OUTLETS AND CONNECTIONS	EA	6.00		6.00	\$ 500.00	\$ 3,000.00	6.00	\$ 3,000.00	-	100.00%
15	FIELD TILE REPAIR, <10"	LF	100.00		100.00	\$ 50.00	\$ 5,000.00		\$ -	100.00	0.00%
16	WATER MAIN, LOWERING, TRENCHED, DIP, 12 IN	LS	1.00		1.00	\$ 17,500.00	\$ 17,500.00		\$ -	1.00	0.00%
17	FIXTURE ADJUSTMENT	EA	4.00		4.00	\$ 1,000.00	\$ 4,000.00		\$ -	4.00	0.00%
18	STORM MANHOLE, SW-401, 72 IN.	EA	3.00		3.00	\$ 6,650.00	\$ 19,950.00	2.00	\$ 13,300.00	1.00	66.67%
19	INTAKE, SW-501	EA	1.00		1.00	\$ 2,400.00	\$ 2,400.00	1.00	\$ 2,400.00	-	100.00%
20	INTAKE, SW-505	EA	1.00		1.00	\$ 4,450.00	\$ 4,450.00	1.00	\$ 4,450.00	-	100.00%
21	INTAKE, SW-506	EA	2.00		2.00	\$ 7,250.00	\$ 14,500.00	2.00	\$ 14,500.00	-	100.00%
22	PAVEMENT, PCC, 8 IN.	SY	2,070.00	30.00	2,100.00	\$ 75.00	\$ 157,500.00	2,065.00	\$ 154,875.00	35.00	98.33%
23	PAVEMENT, PCC, 10 IN.	SY	3,000.00		3,000.00	\$ 85.00	\$ 255,000.00	3,008.00	\$ 255,680.00	(8.00)	100.27%
24	CONCRETE MEDIAN	SY	71.00		71.00	\$ 25.00	\$ 1,775.00	70.00	\$ 1,750.00	1.00	98.59%
25	GRANULAR SHOULDER AND DRIVEWAY, 7 IN.	SY	535.00	120.00	655.00	\$ 15.00	\$ 9,825.00	655.00	\$ 9,825.00	-	100.00%
26	PAVEMENT REMOVAL	SY	3,375.00		3,375.00	\$ 16.00	\$ 54,000.00	3,375.00	\$ 54,000.00	-	100.00%
27	PAINTED PAVEMENT MARKINGS, WATERBORNE	EA	80.10		80.10	\$ 65.00	\$ 5,206.50	80.10	\$ 5,206.50	-	100.00%
28	PAINTED PAVEMENT SYMBOLS, WATERBORNE	EA	6.00		6.00	\$ 100.00	\$ 600.00	6.00	\$ 600.00	-	100.00%
29	PAVEMENT MARKINGS REMOVED	STA	17.00		17.00	\$ 115.00	\$ 1,955.00	17.00	\$ 1,955.00	-	100.00%
30	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 8,200.00	\$ 8,200.00	1.00	\$ 8,200.00	-	100.00%
31	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 1)	AC	0.50		0.50	\$ 3,000.00	\$ 1,500.00	0.28	\$ 840.00	0.22	56.00%
32	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 2)	AC	0.75		0.75	\$ 2,950.00	\$ 2,212.50	1.17	\$ 3,451.50	(0.42)	156.00%
33	SWPPP PREPARATION	LS	1.00		1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	-	100.00%
34	SWPPP MANAGEMENT	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	0.90	\$ 1,800.00	0.10	90.00%
35	FILTER SOCK, 9 IN.	LF	1,115.00		1,115.00	\$ 2.50	\$ 2,787.50	230.00	\$ 575.00	885.00	20.63%
36	RIP RAP, CLASS E	TON	30.00		30.00	\$ 70.00	\$ 2,100.00	30.00	\$ 2,100.00	-	100.00%
37	SILT FENCE OR SILT FENCE DITCH CHECK	LF	2,730.00		2,730.00	\$ 1.50	\$ 4,095.00	618.00	\$ 927.00	2,112.00	22.64%
38	EROSION CONTROL MULCHING, HYDROMULCHING	AC	2.10		2.10	\$ 1,500.00	\$ 3,150.00	0.54	\$ 810.00	1.56	25.71%
39	INLET PROTECTION DEVICE	EA	7.00		7.00	\$ 175.00	\$ 1,225.00	7.00	\$ 1,225.00	-	100.00%
40	MOBILIZATION	LS	1.00		1.00	\$ 61,000.00	\$ 61,000.00	1.00	\$ 61,000.00	-	100.00%
41	CONCRETE WASHOUT	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	-	100.00%
42	FENCE REMOVAL	LF	350.00		350.00	\$ 5.00	\$ 1,750.00		\$ -	350.00	0.00%
8001	SUBBASE STABILIZATION, GEOGRID	SY		152.00	152.00	\$ 5.50	\$ 836.00	152.00	\$ 836.00	-	100.00%
8002	TEMPORARY TRAFFIC SIGNALS	LS		1.00	1.00	\$ 11,929.00	\$ 11,929.00	1.00	\$ 11,929.00	-	100.00%
8003	FIELD ENTRANCE	LS		1.00	1.00	\$ 6,688.00	\$ 6,688.00	1.00	\$ 6,688.00	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,009,613.50

\$ 915,025.00

-9.37%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 13, 2021	\$ 281,913.92
2	August 24, 2021	\$ 90,564.64
3	September 14, 2021	\$ 310,792.32
4	October 12, 2021	\$ 142,503.80
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 825,774.68

Record of Change Orders

No.	Date	Amount
1	July 13, 2021	\$ 22,764.00
2	October 12, 2021	\$ 6,688.00
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TOTAL \$ 29,452.00

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	April 27, 2021
Original Contract Time:	8/31/2021
Added by Change Order:	
Contract Time to Date:	126.00
Time Used to Date:	126.00
Contract Time Remaining:	-

CHANGE ORDER FORM



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

Change Order Number: 2

Change Order Date: December 14, 2021

Purpose of Change Order:

CO2_1 includes the jetting and televising sanitary service due to Resident complaint at House #413 on SE Jacob St.
 CO2_2 includes is payment for exploration into the existence of a 4" water main in the Alley at SE 3rd St and SE 4th St. It also includes the reduction of quantities for connections at the alleys at 3rd and 4th Streets that were not required after the filed investigation.

CO2_3 includes the cost for the contaminated soils remediation (DIP) at E 1st St, which included a hot tap into the water main.

CO 2 also includes the addition of **4 days** to the project's schedule.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
CO2_1	413 SE Jacob St Sanitary Service Jetting and Televising	LS	1.00	\$ 401.70	\$ 401.70
CO2_2	Exploration in Alley for 4" Water Main	LS	1.00	\$ 3,250.00	\$ 3,250.00
5.01	Water Main, Trenched, PVC, 4 Inch	LF	(41.00)	\$ 70.00	\$ (2,870.00)
5.05	Fitting, Tee, 8 Inch x 4 Inch	EA	(1.00)	\$ 1,015.00	\$ (1,015.00)
5.07	Fitting, Cross, 8 Inch x 8 Inch	EA	(1.00)	\$ 2,380.00	\$ (2,380.00)
5.09	Fitting, Reducer, 8 Inch x 4 Inch	EA	(2.00)	\$ 665.00	\$ (1,330.00)
5.13	Valve, 4 Inch	EA	(1.00)	\$ 1,750.00	\$ (1,750.00)
5.18	Connection to Existing Water Main	EA	(3.00)	\$ 4,550.00	\$ (13,650.00)
CO2_3	Contaminated Soils at E 1st St	LS	1.00	\$ 10,516.00	\$ 10,516.00
					\$ -

Change Order Number: 2 makes the following adjustments to the contract: **\$ (8,827.30)**

Contractor Accepted: Synergy Contracting, LLC.

Signature: [Signature] Firm Name: Synergy Contracting, LLC.
 Date: 12/14/21

Engineer Approved: MSA Professional Services, Inc.

Signature: [Signature] Firm Name: MSA Professional Services, Inc.
 Date: 12/09/2021

Owner Accepted: City of Grimes

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 636,025.00
1	November 9, 2021	\$ 1,822.70
2	December 14, 2021	\$ (8,827.30)
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Revised Contract Amount **\$ 629,020.40**

CHANGE ORDER FORM



Project Title: North Sports Complex Parking Lot Improvements
Contractor: Concrete Technologies, Inc.
Address: 1001 SE 37th St., Grimes, IA 50111
Finance Budget Code: 347-431-6499 **Finance Project #** _____
Vendor Project or Invoice #: _____ **PO #** _____
Original Contract Date: August 24, 2021 **Vendor #** 1250

Change Order Number: 3

Change Order Date: December 14, 2021

Purpose of Change Order:

Change Order #3 provides a minor adjustment to a sanitary sewer manhole in the ditch on the north side of the east parking lot by installing an 8" adjustment ring.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
CO3	Sanitary Sewer, Mahole Adjustment, Minor	EA	1.00	\$ 1,089.00	\$ 1,089.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 3 makes the following adjustments to the contract: **\$ 1,089.00**

Contractor Accepted: Concrete Technologies, Inc.
 Signature: [Signature] Date: 12-09-21

Engineer Approved: MSA Professional Services, Inc.
 Signature: [Signature] Date: 12/09/2021

Owner Accepted: City of Grimes MSA 12-9-21
 Signature: _____ Title: _____
 Date: _____

Attest for Owner:
 Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 618,328.75
1	October 12, 2021	\$ 15,695.00
2	November 9, 2021	\$ 17,468.51
3	December 14, 2021	\$ 1,089.00
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Revised Contract Amount \$ 652,581.26

CHANGE ORDER FORM



Project Title: Grimes Water Main Improvements (ASR to Standpipe)
Contractor: RD McKinney Plumbing and Excavating, Inc.
Address: 515 4th Street, Waukegan, IA 50263
Finance Budget Code: 359-810-6499 **Finance Project #** 0
Vendor Project or Invoice #: 1358 **PO #** 0
Original Contract Date: August 4, 2021 **Vendor #** 1358

Change Order Number: 2

Change Order Date: December 14, 2021

Purpose of Change Order:

Items 1, 4, 9, 10, 16, 17, 18, 19, 20, 22, 23, 24, and 27: As-built quantities as measured in the field.
 Item 30: Mailbox was in the way of water main and needed to be removed and relocated.
 Item 31: During construction, an abandoned corp valve and line was found on the adjacent water main along 2nd Street. City staff instructed to remove abandoned valve, tee, and install repair on existing 6-inch water main. Item includes rock for alley way as instructed by City staff.
 Item 32: Existing water main location at the ASR was unknown. Additional time and materials by the contractor was required to account for finding the water main, making the connection from the existing main to the new main, and installing the materials for this work.
 Item 33: Due to depth of hydrant in order to account for utilities, additional labor was necessary for a hydrant extension.
 Item 34: Due to pour subgrades within patching areas, additional subgrade stabilization and testing was required.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Trench Compaction Testing	LS	(1.00)	\$ 1,700.00	\$ (1,700.00)
4	Water Main, Trenched, DIP, 8 in. (Place Only)	LF	15.00	\$ 45.00	\$ 675.00
9	Fitting, 45 Degree Bend, 8" (Place Only)	EA	2.00	\$ 200.00	\$ 400.00
10	Fitting, 90 Degree Bend, 8" (Place Only)	EA	(1.00)	\$ 200.00	\$ (200.00)
16	Removal of Sidewalk and Driveway	SY	106.40	\$ 22.00	\$ 2,340.80
17	Sidewalk, PCC, 5"	SY	(2.10)	\$ 62.00	\$ (130.20)
18	Driveway, Paved, PCC, 6"	SY	26.00	\$ 120.00	\$ 3,120.00
19	Full Depth Patches, PCC	SY	(11.60)	\$ 130.00	\$ (1,508.00)
20	Temporary Traffic Control	LS	1.19	\$ 3,500.00	\$ 4,150.00
22	Wattle, Straw, 9-inch	LF	(200.00)	\$ 2.50	\$ (500.00)
23	Wattle Removal	LF	(200.00)	\$ 0.12	\$ (24.00)
24	Mobilization	LS	1.00	\$ 1,000.00	\$ 1,000.00
27	Railroad Liability Insurance (Iowa Interstate Railroad)	LS	(1.00)	\$ -	\$ -
30	Relocate and Reinforce Mailbox	LS	1.00	\$ 250.00	\$ 250.00
31	Water Main Tee Removal and Repair and Associated Work	LS	1.00	\$ 8,978.85	\$ 8,978.85
32	Water Main Search, Rock, Valve and Tee Labor at ASR plant	LS	1.00	\$ 16,930.59	\$ 16,930.59
33	Hydrant Extension Labor	LS	1.00	\$ 300.00	\$ 300.00
34	Additional Subgrade Work	LS	1.00	\$ 500.00	\$ 500.00

Change Order Number: 2 makes the following adjustments to the contract: **\$ 34,583.04**

Contractor Accepted: RD McKinney Plumbing and Excavating, Inc.

Signature: [Signature] Date: Dec. 1, 2021
 Firm Name

Engineer Approved: McClure Engineering Company

Signature: [Signature] Date: Dec. 1, 2021
 Firm Name

Owner Accepted: City of Grimes MSA 12-8-21

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 160,863.80
1	October 12, 2021	\$ 36,192.60
2	December 14, 2021	\$ 34,583.04
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 231,639.44**



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

AGENDA MEMO

Item No. X
For Meeting of December 14, 2021

AGENDA HEADING: WRA Grimes Connector – Veenstra & Kimm, Inc. Professional Services Agreement Amendment #3 for additional engineering design and construction services.

SYNOPSIS: The WRA Grimes Connector PSA originally incorporated 3 phases, including study, design and construction engineering services. The study phase was completed as planned and there is no need for adjustment to that, but the numbers included in the original PSA for design and construction engineering services were established as placeholders. Those numbers reflected the preferred route at the time which was the gravity sewer connection through Johnston and were also expected to be revisited following the study and selected route to be adjusted appropriately by addendum to the PSA.

Once the preferred route was selected as going through Urbandale, the decision was made to wait on the addendum until the final scope of that route was better defined. That scope is now defined and will require an adjustment of an additional \$70,000 for design and \$490,000 for construction. For reference, the original placeholder numbers were \$410,000 for design and \$430,000 for construction for engineering services. This puts the combined amount for design and construction engineering services at \$1,400,000, which is a very reasonable fee of about 5% of the estimated construction costs.

FISCAL IMPACT: The total fee proposed for the additional design and construction engineering services is \$560,000, which would bring the design and construction engineering services total to \$1,400,000 and the total PSA to \$1,508,000.

PREVIOUS COUNCIL ACTION(S): Approval of PSA and Amendments with Veenstra & Kimm;

BOARD/COMMISSION ACTION(S):

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

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

**CITY OF GRIMES, IOWA
WRA CONNECTOR
AMENDMENT FOR SELECTED ALTERNATIVE**

THIS THIRD AMENDMENT TO AGREEMENT, made this 14th day of December, 2021, by and between the **CITY OF GRIMES, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.** of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **Engineers**,

WHEREAS, in an Agreement dated February 26, 2019 the City retained the services of the Engineers to provide planning, design and construction related engineering services for the WRA Grimes Connector, and

WHEREAS, at the time the Agreement was approved on February 26, 2019 the City had not evaluated alternative alignments for the connection to the WRA, and

WHEREAS, at the time the Agreement was approved it appeared the preferred connection alternative would be a gravity sewer alignment through the City of Johnston, and

WHEREAS, the Agreement dated February 26, 2019 included placeholder fees for Phase 2 and Phase 3 services, and

WHEREAS, the Agreement dated October 27, 2020 provided the final fee would be established based on the selected alternative and the fees in the original Agreement were included only for planning purposes.

WHEREAS, the Facility Plan for the WRA Grimes Connector recommended an alignment for the connection through the City of Urbandale, and

WHEREAS, in the interest of time it was agreed design of the improvements along the Urbandale alternative would move forward and the parties to the Agreement would amend the Agreement to establish the fees for design and construction and prior to the start of construction, and

WHEREAS, the design of the WRA Grimes Connector is now essentially complete, and

WHEREAS, the City will shortly be receiving bids and awarding contract for the first of four construction contracts for the WRA Grimes Connector, and

WHEREAS, the City desires to establish the fees for design (Phase 2) and construction engineering (Phase 3) services for the WRA Grimes Connector based on the selected Urbandale alignment, and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the Agreement dated February 26, 2019 as amended on September 22, 2020, and October 27, 2020 be further amended by the following additions, deletions and modifications to wit:

1. Under **6. COMPENSATION** delete Paragraph B in its entirety and substitute the following:

“B. The fee for Phase 2 – Design services shall be on the basis of the Engineers standard hourly fees for personnel actually engaged in the project, plus reimbursement for direct out of pocket expenses. The maximum fee for engineering services for Phase 2 – Design shall not exceed the sum of Five Hundred Thousand Dollars (\$500,000).
2. Under **6. COMPENSATION** delete Paragraph C in its entirety and substitute the following:

“C. The fee for Phase 3 – Construction Engineering Services under this Agreement shall be on the basis of the Engineers standard hourly fees for personnel actually engaged in the project, plus reimbursement for direct out of pocket expenses. The maximum fee for engineering services shall not exceed the sum of Nine Hundred Thousand Dollars (\$900,000).
3. Except as amended herein the Agreement dated February 26, 2019, as amended, shall remain in full force and effect.

The undersigned do hereby covenant and state that this Third Amendment to Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Third Amendment to Agreement nor have any of the above been implied by or for any party to this Third Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF GRIMES, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Chairman

By  _____

VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2021)

Management I.....	\$186.00
Management II.....	180.00
Process Engineer I.....	203.00
Client Services I	180.00
Client Services V	70.00
Funding Specialist.....	110.00
Engineer I-A.....	186.00
Engineer I-B.....	176.00
Engineer I-C.....	167.00
Engineer I-D.....	160.00
Engineer II-A.....	152.00
Engineer II-B.....	143.00
Engineer III-A.....	134.00
Engineer III-B.....	128.00
Engineer III-C.....	125.00
Engineer IV	121.00
Engineer V.....	113.00
Engineer VI	106.00
Engineer VII	101.00
Engineer VIII.....	98.00
Engineer IX	91.00
Engineer X	83.00
Engineer XI	75.00
Engineer XII	67.00
Design Technician I	107.00
Design Technician II	96.00
Architect.....	114.00
Planner I	117.00
Planner II	78.00
Planner III	72.00
Drafter IA.....	107.00
Drafter IB.....	100.00
Drafter II	94.00
Drafter III.....	88.00
Drafter IV.....	79.00
Drafter V.....	70.00
Drafter VI.....	63.00
Drafter VII.....	56.00
Clerical I.....	79.00
Clerical II.....	70.00
Clerical III.....	60.00
Clerical IV	53.00
Clerical V	44.00
Construction Manager	180.00
Surveyor I	127.00
Surveyor II	112.00

Technician I	93.00
Technician II	86.00
Technician III	79.00
Technician IV	77.00
Technician V	71.00
Technician VI	65.00
Technician VII	54.00
Technician VIII	47.00
Technician IX	39.00
Building Inspector I	178.00
Building Inspector I-A	119.00
Building Inspector II	94.00
Building Inspector III	75.00

REIMBURSABLES AND EQUIPMENT RATES

Robotics.....	35.00
GPS	35.00
Leica Total Station	25.00
Total Station Robotics	20.00
Tablet	45.00
Fluoroscope.....	50.00
4-Wheeler	50.00
Drone	75.00
Mileage	IRS Rate



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

AGENDA MEMO

Item No. X
For Meeting of December 14, 2021

AGENDA HEADING: Northwest Territory Lift Station and Force Main – Veenstra & Kimm, Inc. Professional Services Agreement Amendment #4 for additional engineering construction services.

SYNOPSIS: The Northwest Territory Lift Station and Force Main project is nearing completion by the contractor. The construction completion provisions specified substantial completion by September 30, 2021 and final completion by October 20, 2021. The contractor didn't reach substantial completion until November 19, 2021, which was the date they had everything they could get done. Some of work could not be completed due to items like equipment and material delivery delays, which made completing a portion of the work impossible.

The contractor had 49 days between the dates listed above and about a month of that delay can be attributed to factors beyond their control. The remaining approximately 19 days appear to be associated with the contractor's own scheduling issues for the project. The liquidated damages in this situation would be assessed to cover the additional construction engineering fees of our consultant on the project. V&K has stated that they are comfortable covering the remainder of the construction of this project for an additional fee of \$15,000, so it is our recommendation that the city approve the PSA Amendment #4 for V&K and access 15 days of liquidated damages to the contractor.

FISCAL IMPACT: The total fee proposed for the additional construction engineering services is \$15,000, which would bring the construction engineering services total to \$105,000.

PREVIOUS COUNCIL ACTION(S): Approval of PSA and Amendments with Veenstra & Kimm; Setting dates for bid letting & public hearing; held public hearing; adopting plans, specifications, form of contract & estimate of costs; construction contract award; and authorizing construction contract & bonds.

BOARD/COMMISSION ACTION(S):

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

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

**NORTHWEST TERRITORY LIFT STATION AND FORCED MAIN PROJECT
PHASE 3 – CONSTRUCTION ENGINEERING SERVICES
ADDITIONAL ENGINEERING SERVICES
CITY OF GRIMES, IOWA**

THIS FOURTH AMENDMENT TO AGREEMENT, made this 14th day of December 2021, by and between the **CITY OF GRIMES, IOWA**, hereinafter referred to as the **City**, and **VEENSTRA & KIMM, INC.** of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **Engineers**,

WITNESSETH, THAT WHEREAS, the City entered into an Agreement with the Engineers dated April 14, 2020 for the Northwest Territory Lift Station and Forced Main Project, hereinafter referred to as the **Project**, and

WHEREAS, in a Third Amendment to Agreement dated February 9, 2021, the Agreement dated April 14, 2020, as amended, the maximum fee for engineering services during construction of the Project was established, and

WHEREAS, the maximum fee for engineering services established in the Third Amendment to Agreement was based on the substantial completion date for construction of the Project on September 30, 2021, and

WHEREAS, the Contractor for the project has extended construction beyond the substantial completion date and now anticipates completing work on the Project in December 2021, and

WHEREAS, as a result of the extended period of construction the Engineers have incurred additional engineering service costs during construction, and

WHEREAS, the City has determined it would be appropriate to amend the Agreement dated April 14, 2020, as amended, to increase the maximum fee for engineering services during construction.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the Agreement dated April 14, 2020, as amended, is further amended by the following modifications to wit:

1. Under **5. COMPENSATION** following "C." add the following:

"C.1. The fee for Phase 3 – Construction Engineering Services under this Fourth Amendment to Agreement is increased by Fifteen Thousand Dollars (\$15,000) to a revised maximum fee for engineering services during Phase 3 to not exceed the sum of One Hundred Five Thousand Dollars (\$105,000). The increase in the fee under this Fourth Amendment to Agreement is not to exceed Fifteen Thousand Dollars (\$15,000).".

2. Except as modified herein, the terms and conditions of the Agreement dated April 14, 2020, as amended on June 9, 2020, September 22, 2020 and February 9, 2021, shall remain in full force and effect.

The undersigned do hereby covenant and state this Fourth Amendment to Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated there are no other considerations or monies contingent upon or resulting from the execution of this Fourth Amendment to Agreement nor have any of the above been implied by or for any party to this Fourth Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF GRIMES, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Chair, Board of Directors

By  _____

VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2021)

Management I.....	\$186.00
Management II.....	180.00
Process Engineer I.....	203.00
Client Services I.....	180.00
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Engineer I-A.....	186.00
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Engineer VI.....	106.00
Engineer VII.....	101.00
Engineer VIII.....	98.00
Engineer IX.....	91.00
Engineer X.....	83.00
Engineer XI.....	75.00
Engineer XII.....	67.00
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Design Technician II.....	96.00
Architect.....	114.00
Planner I.....	117.00
Planner II.....	78.00
Planner III.....	72.00
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Clerical I.....	79.00
Clerical II.....	70.00
Clerical III.....	60.00
Clerical IV.....	53.00
Clerical V.....	44.00
Construction Manager.....	180.00
Surveyor I.....	127.00

Surveyor II	112.00
Technician I	93.00
Technician II	86.00
Technician III	79.00
Technician IV	77.00
Technician V	71.00
Technician VI	65.00
Technician VII	54.00
Technician VIII	47.00
Technician IX	39.00
Building Inspector I	178.00
Building Inspector I-A	119.00
Building Inspector II	94.00
Building Inspector III	75.00

REIMBURSABLES AND EQUIPMENT RATES

Robotics	35.00
GPS	35.00
Leica Total Station	25.00
Total Station Robotics	20.00
Tablet	45.00
Fluoroscope	50.00
4-Wheeler	50.00
Drone	75.00
Mileage	IRS Rate

RESOLUTION TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No.12-3321

WHEREAS, the City of Grimes (Grimes) is considering development of property owned by the city as park land; and,

WHEREAS, the planning consulting firm of Confluence (Consultants), has substantial experience in providing professional landscape architecture and planning consulting services regarding municipal park projects;

WHEREAS, Consultant has proposed the attached Agreement for the Provision of Professional Services that has specifications of professional services to be supplied by the Consultants and compensation to be paid by Grimes for the consulting services in connection with the park project in Grimes;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Agreement for Provision of Professional Services with the Consultants on behalf of Grimes, and that the Grimes Park Director is authorized to spend up to 10% or \$2000 over the stated contract consideration, if deemed necessary, for additional services by the Consultants in connection to their work under the attached agreement. Proposed additional services beyond \$2000 require City Council authorization.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 14th day of December, 2021, and approved by the Mayor on the 14th day of December, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

December 13, 2021

Mr. Brian Becker, Director

Grimes Parks and Recreation Department
101 NE Harvey Street
Grimes, IA 50111

Re: An Agreement for the Provision of Professional Services
Grimes – Wallace Park Master Plan
Project No.: 21401

Dear Mr. Becker:

Confluence, hereinafter referred to as the Consultant, subject to the approval and acceptance of this agreement by the City of Grimes, Iowa, hereinafter referred to as the Owner, agrees to provide Professional Services to the Owner as set forth below:

- A. **PROJECT NAME:** Grimes – Wallace Park Master Plan: Grimes, Iowa
- B. **PROJECT DESCRIPTION:** The City of Grimes is seeking to prepare a comprehensive master plan for a regional park facility located south of the Grimes Community Complex. This plan must consider many factors including the possible re-development of parts of the property, re-use of the grain bins and barn wood, removal of existing structures, and addition of new structures. The program has yet to be determined but this park will serve the needs of the adult as much or more than the youth within the community.

The Consultant proposes the following scope of work to assist the Owner in achieving its vision for this exciting project.

ARTICLE 1: SCOPE OF SERVICE:

1. **PART ONE: KICK-OFF, RESEARCH AND ANALYSIS**
 - 1.1 Staff and/or Advisory Committee kick-off meeting to outline the following items:
 - a. Primary Contacts and path of communication.
 - b. Establish Goals and Objectives.
 - c. Establish / confirm public input process, if any.
 - d. Develop a project schedule.
 - 1.2 Site Analysis / Research / Programming
 - a. Compile Aerial and LIDAR Imagery
 - b. Review local drainage patterns and flood plain documents
 - c. Perform site walk and photo document key items and areas.
 - d. Review hydrology and existing hydraulic conditions.
 - e. Provide a written report with site analysis graphic.
 - f. Review programming elements with City staff.

2. PART TWO: MASTER PLANNING AND DOCUMENTATION

- 2.1 Concept Development
 - a. Utilizing input received in Part 1., Consultant shall prepare draft master plan with necessary plans, sketches and graphics to convey intent of the plan which address issues such as:
 - Traffic and pedestrian circulation
 - Trail connectivity
 - Circulation
 - Restroom needs
 - Parking and access
 - Utilities
 - b. Provide preliminary budget estimate for proposed site improvements.
- 2.2 Park Master Plan (Develop three options for review)
 - a. General site program to include:
 - Potential Re-use of the existing grain bins
 - Parking areas
 - Outdoor seating areas
 - Native plants
 - Restrooms
 - Environmental and ecological recommendations
 - b. Provide an updated preliminary budget estimate for site and rec improvements.
- 2.3 City Update
 - a. Provide project update to City staff and/or Advisory Committee in order to receive feedback.
- 2.4 Preliminary Master Plan Report
 - a. Refine three concepts into one preferred concept.
 - b. Incorporate feedback from City Meetings
 - c. Develop preliminary utility layouts and alternatives for addressing stormwater conveyance through the site.
 - d. Develop refined plans.
 - e. Provide an updated preliminary budget estimate for site and rec improvements
- 2.5 City Update
 - a. Present final site concept and report to City staff and/or Advisory Committee.
- 2.6 Final City Park Master Plan
 - a. Based on comments received in Part 2, refine final concept.
 - b. Develop one aerial perspective rendering of the project.
 - c. Issue the final master plan booklet which will document the process including projected costs.
 - d. Present final plan to City Council for approval and adoption.

EXCLUSIONS

- 1. Public input meetings, site survey, platting, schematic design, design development, construction documents, utilities design, roadway plan and profiles, geotechnical investigation, structural design, electrical design, economic analysis, operations analysis.

ARTICLE 2: OWNER'S RESPONSIBILITIES:

1. The Owner shall establish the guidelines for the project and shall provide general background information needed for analysis.
2. Fees for services of special consultants (economic analysis, operations analysis, etc.) if required beyond the Scope of Services proposed herein, shall be paid for by the Owner if authorized in advance.

ARTICLE 3: FEES AND EXPENSES:

1. We propose to perform the services described in Article 1: Scope of Services: Part One, on a Lump Sum basis. The Lump Sum is Six Thousand Dollars (\$6,000).
2. We propose to perform the services described in Article 1: Scope of Services: Part Two, on a Lump Sum basis. The Lump Sum is Fourteen Thousand Dollars (\$14,000).
3. Total Contract Amount: \$20,000.
4. Reimbursable expenses are not included in the services fee and are listed on Exhibit A. Expenses will be billed in accordance with the rates shown on the attached rates and expenses schedule.
5. If the project is suspended for more than three (3) months, or abandoned in whole or in part, this firm shall be paid their compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses then due.

ARTICLE 4: TIME OF PERFORMANCE:

1. We propose to process this work in a timely and expeditious manner to meet the Owner's timetable, and all of these services included in this agreement shall be completed within 5 Months of the agreement execution, as long as performance of the services are not delayed due to causes solely attributable to the owner.

ARTICLE 5: EXTRA WORK AND CONTINUATION OF SERVICES:

1. If, during the progress or upon completion of the work outline in the Scope of Services in this agreement, the Owner finds it desirable or necessary to cause this Consultant to perform additional services other than those outlined in the Scope of Services, the hourly schedule and reimbursable expense schedule may apply or a project fee may be negotiated. Any modification to the Scope of Services to include additional work will be in writing and approved by the Consultant and the Grimes Parks Director.

ARTICLE 6: SUCCESSOR'S AND ASSIGNMENT:

1. The Owner and this firm each binds itself, partners, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this agreement.

ARTICLE 7: FORM OF AGREEMENT:

1. The return of one (1) copy, signed and dated in the spaces provided, will constitute your acceptance of this proposal and provide authority for proceeding to accomplish this work.

Sincerely,
Confluence

Offered by:
Confluence



(signature) (date)

Matthew O. Carlile, Principal

(printed name/title)

Accepted by:
City of Grimes, Iowa

(signature) (date)

(printed name/title)

STANDARD HOURLY RATES

Senior Principal.....	\$160.00 - \$230.00 per hour
Principal.....	\$140.00 - \$195.00 per hour
Associate Principal	\$130.00 - \$170.00 per hour
Associate.....	\$110.00 - \$160.00 per hour
Senior Project Manager.....	\$100.00 - \$150.00 per hour
Project Manager	\$90.00 - \$120.00 per hour
Senior Landscape Architect	\$90.00 - \$120.00 per hour
Landscape Architect.....	\$80.00 - \$110.00 per hour
Senior Project Planner	\$90.00 - \$120.00 per hour
Planner II	\$80.00 - \$110.00 per hour
Planner I.....	\$70.00 - \$100.00 per hour
Landscape Architect-In-Training.....	\$70.00 - \$100.00 per hour
Landscape Architect Intern / Landscape Designer	\$60.00 - \$85.00 per hour
Draftsperson	\$50.00 - \$85.00 per hour
Graphic Designer.....	\$70.00 - \$100.00 per hour
Clerical / System Staff	\$42.00 - \$80.00 per hour

REIMBURSABLE EXPENSES

Materials and Supplies	cost
Postage	cost
Printing by Vendor	cost
B/W Photocopies/Prints 8½ x 11	\$.05 each
B/W Photocopies/Prints 11x17.....	\$.09 each
Color Photocopies/Prints 8½ x 11	\$.65 each
Color Photocopies/Prints 11x17.....	\$1.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Flash Drives	\$10.00 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each

Effective 1/1/2021



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

AGENDA MEMO

For Meeting of December 14, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Blum 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 \$739.17 for the permanent and temporary easements.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = \$739.17

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 12-2421

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA BLUM
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 ____ day of _____, 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. 1214224012
 PROJECT NO. N/A

COUNTY: Dallas
 PROJECT NAME: Grimes WRA Connector Project

TO: Donald R. Blum Revocable Trust and Laura K. Blum 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 Dallas 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>739.17</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 739.17 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>0</u> sq.ft.	\$ <u>0.00</u>
Temporary Easement(s)	<u>1,447</u> sq.ft.	\$ <u>239.17</u>
Landscaping/Other		\$ <u>500.00</u>
Total		\$ <u>739.17</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 Donald R. Blum Trustee X Laura K. Blum Trustee
 By: Donald R. Blum Revocable Trust By: Laura K. Blum Revocable Trust
 Marital Status: Married Marital Status: Married

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
 COUNTY OF Worth } ss:

On this 3rd day of December, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

or X to me personally known
 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)

Kathleen J. Haun (Sign in Ink)
Kathleen J. Haun (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): ☐ 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



TEMPORARY EASEMENT FOR CONSTRUCTION AND CONSTRUCTION-RELATED ACTIVITIES

Donald R. Blum Revocable Trust and Laura K. Blum Revocable Trust (hereinafter referred to as the "Grantor"), in consideration of Seven Hundred Thirty Nine and 17/100 Dollars (\$739.17) to be paid by the City of Grimes, Iowa (hereinafter referred to as the "Grantee" or "City"), upon final approval and acceptance of this Easement by the City Council of the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa, a Temporary Easement for Construction and Construction-Related Activities under, over, through and across the following described property.

OUTLOT B IN WATERFORD LANDING PLAT 3, AND OFFICIAL PLAT,
INCLUDED AND FORMING A PART OF THE CITY OF URBANDALE,
DALLAS COUNTY, IOWA

Which property is also described and depicted on the plat attached hereto as Exhibit " A "

(hereinafter referred to as the "Easement Area") Said Easement allows the Grantee, its agents, contractors and employees, and other permitted parties including but not limited to electric, cable and telecommunications utilities and their respective agents, contractors and employees, a right of entry in, upon and onto the above described Easement Area for the Grimes WRA Connector Project ("Project"), which purpose includes any and all construction-related activities, and includes but is not limited to the following: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) trimming and/or removal of trees and landscaping within or encroaching upon the Easement Area; (4) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area; (5) laying, constructing, maintaining, operating, repairing and removing underground conduit, wires, cables, poles, guys, guy stubs, anchors and other necessary equipment incident thereto (including but not limited to transformers, switchgears, capacitors and other associated surface mounted equipment); and (6) soil and groundwater analysis and related requirements.

It is understood that, upon completion of this Project, the Grantee shall restore the Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the Grantee and/or permitted parties during the course of construction, except that the following items shall not be restored by the Grantee or permitted parties but are instead compensated for the consideration paid for in this Easement by the Grantee as set forth above. (List items below or state "none").

None

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the Grantee and shall be subject to the following terms and conditions to which the Grantee, upon acceptance of this instrument by the Grantee, shall be deemed and to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Easement Area described shall be in effect beginning on the date that the Grantor signs this document until completion of construction of this improvement above described and the Grantee's performance of its obligation hereunder. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.

2. **GRANTOR'S REPRESENTATION AS TO TENANTS.**

The Grantor states and warrants that there are no tenants on the property where the Property Interests are located, except as listed below:

None

Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify Grantee against any such claims as a result of this Project, unless the claim is due to Grantee's gross negligence.

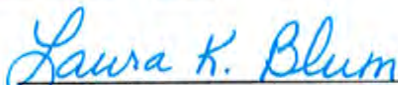
3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the Grantee and/or permitted parties will remove all of said materials and equipment from the above-described premises within 10 days after the above described Project has been completed.

4. **SPECIAL PROVISIONS.** NONE.

Signed this 3rd day of December, 2021.


Donald R. Blum

Signed this 3rd day of December, 2021.


Laura K. Blum

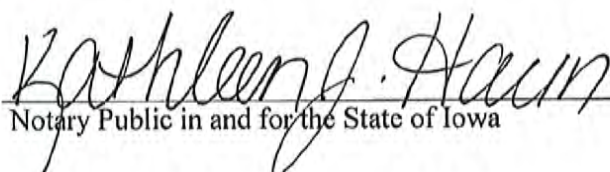
STATE OF IA)
) SS.

COUNTY OF POK

On this 3rd day of December, 2021, before me, the undersigned personally appeared _____,

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.




Notary Public in and for the State of Iowa

ACCEPTANCE BY GRANTEE:

APPROVAL AND ACCEPTANCE:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____ - ____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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



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

AGENDA MEMO

Item No. X
For Meeting of December 14, 2021

AGENDA HEADING: WRA Grimes Connector – Contract 4 – 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 4 project. The proposed schedule for this project is to set the dates for the bid letting and public hearing on December 14th, hold the bid opening on January 18th @ 10:30 AM, hold the public hearing on January 25th @ 5:30 PM and award the project following the public hearing.

This project includes the construction of the sanitary sewer lift station at the existing wastewater treatment facility for the City of Grimes WRA connection. This project is scheduled to start construction next year and reach substantial completion by August 31, 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 \$6,700,000. 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 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 January 18th @ 10:30 AM and public hearing date of January 25th @ 5:30 PM.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE WRA GRIMES CONNECTOR – CONTRACT 4, 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 12-0821

**RESOLUTION ORDERING CONSTRUCTION OF THE WRA GRIMES
CONNECTOR – CONTRACT 4, 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 4; 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 4, 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:

WRA Grimes Connector – Contract 4 project includes the construction of a lift station and other site improvements including all labor and equipment necessary for excavation and backfill, 18-inch, 36-inch, and 48-inch sewer pipe, 36-inch force main pipe, manholes, lift station structure and related equipment, mechanical bar screens, precast concrete walls, plumbing, heating, ventilating, painting, electrical work including conduit, cables, wiring, motor controls, VFD, switches, fixtures and controls, site grading, driveway construction, erosion control, surface restoration, and miscellaneous associated work including cleanup.

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 January 18, 2022, 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 January 25, 2022, 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 January 25, 2022.

PASSED AND APPROVED this 14th day of December, 2021.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

WRA GRIMES CONNECTOR - CONTRACT 4
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 4** project at its meeting at **5:30 P.M. on the 25th day of January, 2022**, in the City Council Chambers, 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 the Grimes City Hall on the **18th day of January, 2022**, 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 18th day of January, 2022**, in said Grimes 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 25th day of January, 2022**, 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 February 15, 2022, and no later than March 1, 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 February 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 4

WRA Grimes Connector – Contract 4 project includes the construction of a lift station and other site improvements including all labor and equipment necessary for excavation and backfill, 18-inch, 36-inch, and 48-inch sewer pipe, 36-inch force main pipe, manholes, lift station structure and related equipment, mechanical bar screens, precast concrete walls, plumbing, heating, ventilating, painting, electrical work including conduit, cables, wiring, motor controls, VFD, switches, fixtures and controls, site grading, driveway construction, erosion control, surface restoration, and miscellaneous associated work including cleanup.

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 August 31, 2023. Substantial completion for the overall project shall be defined as the lift station, force main and 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 **14th** day of **December, 2021**.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **16th** day of **December, 2021**.

Published in the local newspaper the **13th** day of **January, 2022**.

TREASURER'S REPORT
CALENDAR 11/2021, FISCAL 5/2022

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	12,782,634.61	512,511.69	614,630.72	.00	12,680,515.58
002	LIBRARY FUND	203,907.18	659.49	56,140.11	.00	148,426.56
005	FIRE/RESCUE AUXILIARY	329.97	.00	61.03	.00	268.94
110	ROAD USE TAX	3,054,055.68	135,097.89	102,408.06	.00	3,086,745.51
112	EMPLOYEE BENEFITS	448,253.59	49,831.38	125,299.35	.00	372,785.62
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	1,692,118.95	961,655.41	.00	.00	2,653,774.36
125	TAX INCREMENT FINANCING	3,183,186.28	252,059.67	.00	.00	3,435,245.95
160	HOTEL/MOTEL/ECON DEV	245,540.18	23,034.88	.00	.00	268,575.06
161	ECO DEVELOPMENT REVOLVING	159,787.46	1,069.70	.00	.00	160,857.16
167	RESTRICTED GIFTS	111,745.70	.00	4,969.00	.00	106,776.70
170	FEMA - FIRE DEPT	34,239.98	.00	.00	.00	34,239.98
200	DEBT SERVICE	1,432,379.75	117,080.88	.00	50,710.00-	1,498,750.63
301	CAPITAL PROJECT FUND	6,587.32	.00	.00	.00	6,587.32
302	CP - ROAD DEVELOPMENT	3,020.07	.00	.00	.00	3,020.07
303	CP - WALLACE	.00	.00	.00	.00	.00
304	STM WATER MASTER PLAN	150,318.53	.00	.00	.00	150,318.53
305	CP - MAIN STREET	.00	.00	.00	.00	.00
306	CP - PRAIRIE/LITTLE BEAVE	.00	.00	.00	.00	.00
307	CP - STORM WATER	359,892.50	.00	105,124.48	.00	254,768.02
308	CP-SW COUNTY LINE ROAD	9,490.71	.00	.00	.00	9,490.71
309	CP - PARKS	2,847,601.95	.00	.00	.00	2,847,601.95
310	CP - FIRE	200,000.00	.00	.00	.00	200,000.00
311	CP - DOWNTOWN	.00	.00	.00	.00	.00
312	CP - S JAMES/SE 37TH ST	.00	.00	.00	.00	.00
313	CP - GRIMES COMMUNITY COM	317,000.33	.00	50,168.20	.00	266,832.13
314	CP-NE GATEWAY/HOPE COMM	94,883.62-	.00	.00	.00	94,883.62-
315	CP N COMPLEX SANI CONNECT	4,808.51	.00	.00	.00	4,808.51
316	CP - WATER CAP IMPROVEMNT	.00	.00	.00	.00	.00
317	CP - COMP PLAN	11,721.80	.00	.00	.00	11,721.80
318	CP - CITY HALL	.00	.00	.00	.00	.00
319	KENNYBROOK PK WQI IMPRV	150,614.46	.00	176,546.25	.00	25,931.79-
320	CP-New Jordan Well 2019	7,800.05	.00	.00	.00	7,800.05
321	CP- ASR 2019	.00	.00	.00	.00	.00
322	CP-16" Water Main	.00	.00	.00	.00	.00
323	CP-Water Tower 2019	12,458.59-	.00	718.86	.00	13,177.45-
324	CP-Water Plant Exp 2019	178,168.78-	.00	183,032.95	.00	361,201.73-
325	SE 37TH HWY 141 PROJECT	.00	.00	.00	.00	.00
326	2019 OVERLAY PROJECT	.00	.00	.00	.00	.00
327	SE 19TH & SW CO OVERLAY	.00	.00	.00	.00	.00
328	WRA SANI SEWER CONNECTION	124,810.12-	.00	39,528.50	.00	164,338.62-
329	NW TERRITORY LIFT STATION	771,296.91	.00	260,449.38	.00	510,847.53
330	GIS MAPPING	67,181.75	.00	.00	.00	67,181.75
331	19TH ST SEWER EXTENSION	1,000,000.00	.00	.00	.00	1,000,000.00
332	ROAD USE EQUIPMENT	36,882.00	.00	.00	.00	36,882.00
333	WRA PARALLEL SEWER	1,600,000.00	.00	.00	.00	1,600,000.00
334	HWY44 & COUNTY LN RD 2020	775,598.33	.00	35,299.50	.00	740,298.83
335	ANN SANI SEWER I&I REHAB	250,000.00	.00	.00	.00	250,000.00
336	SE 11th ST RR/James 2019	88,569.58	.00	2,520.00	.00	86,049.58
337	CP-N MAIN & BEAVERBK SIG	.00	.00	.00	.00	.00
338	FY20 Drain prj 2nd/beaver	.00	.00	.00	.00	.00
339	HWY 141 & HWY 44 SIGNAL	138,700.00	.00	298,157.37	.00	159,457.37-
340	ANNUAL SIGNAL IMPROVEMENT	626,000.00	.00	.00	.00	626,000.00

TREASURER'S REPORT
CALENDAR 11/2021, FISCAL 5/2022

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	9,344.10-	.00	6,971.00	.00	16,315.10-
342	WATER SYSTEM STUDY	3,567.34-	.00	774.00	.00	4,341.34-
343	JAMES ST CORRIDOR STUDY	4,730.62-	.00	5,384.56	.00	10,115.18-
344	PAVEMENT COND ANALYSIS	78,985.10	.00	.00	.00	78,985.10
345	ANNUAL WATER MAIN REPLACE	200,000.00	.00	.00	.00	200,000.00
346	HW TRAIL EXTENSION	100,000.00	.00	600.00	.00	99,400.00
347	N SPORTS COMPLEX PARKING	226,000.51	.00	187,448.37	.00	38,552.14
348	SPLASH PAD	797,500.00	.00	12,500.00	.00	785,000.00
349	SE 6TH & S JAMES INTERSEC	51,551.75	.00	.00	.00	51,551.75
350	GRIMES LIBRARY BLDG FUND	7,517,270.30	.00	32,476.00	.00	7,484,794.30
351	37TH ST IMPROVEMENTS	763,712.35	.00	.00	.00	763,712.35
352	TRL RDG/BEAV/JACOB WTR MN	797,133.58	.00	262,796.57	.00	534,337.01
353	SANI SEWER STUDY	140,444.36	.00	.00	.00	140,444.36
354	ANNUAL PCC PATCHING	150,000.00	.00	.00	.00	150,000.00
355	TRAFFIC SIGNAL EQUIPMENT	75,000.00	.00	.00	.00	75,000.00
356	ANNUAL PAVEMENT PRESERVE	75,000.00	.00	.00	.00	75,000.00
357	S CMLX IRRIGATION PROJ	93,472.29	.00	34,962.99	.00	58,509.30
358	ANN TRAIL IMPRV & PLAN	208,760.00	.00	202,940.41	.00	5,819.59
359	EMERGENCY WATER MAIN	236,619.48	.00	75,315.31	.00	161,304.17
360	19TH ST WATER MAIN	353,073.15	3,695.69	.00	.00	356,768.84
361	WW PLANT MBDR RETROFIT	145,000.00	.00	.00	.00	145,000.00
600	WATER	8,198,215.53	525,876.59	211,358.43	.00	8,512,733.69
601	WATER DEPOSITS	186,886.02	5,936.39	4,602.39	.00	188,220.02
602	WATER SINKING	573,743.00	.00	286,418.55	.00	287,324.45
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	6,041,850.13	264,062.70	129,833.63	.00	6,176,079.20
611	SEWER SINKING	647,684.49	.00	13,501.80	.00	634,182.69
670	LANDFILL/GARBAGE	410,824.25	46,558.06	55,116.46	.00	402,265.85
740	STORM WATER	2,390,422.94	64,226.67	26,569.85	.00	2,428,079.76
Report Total		62,986,080.15	2,963,357.09	3,604,624.08	50,710.00-	62,294,103.16

BALANCE SHEET

CALENDAR 11/2021, FISCAL 5/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	102,119.63-	8,020,003.04
002-000-1110	CASH - LIBRARY	55,480.62-	148,426.56
110-000-1110	CASH - ROAD USE	32,689.83	3,086,745.51
112-000-1110	CASH - EMPLOYEE BENEFITS	75,467.97-	372,785.62
121-000-1110	CASH - LOCAL OPTION SALES TAX	961,655.41	2,653,774.36
125-000-1110	CASH - TIF	252,059.67	3,435,245.95
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	23,034.88	268,575.06
161-000-1110	CASH - ECO DEVELOP REVOLVING L	1,069.70	160,857.16
167-000-1110	CASH - LIBRARY RESTRICTED GIFT	4,969.00-	104,943.87
167-000-1111	CASH - PARKS RESTRICTED GIFTS		1,832.83
170-000-1110	CASH - FEMA/FIRE DEPT		34,239.98
200-000-1110	CASH - DEBT SERVICE	66,370.88	1,495,351.12
301-000-1110	CASH - CAPITAL PROJECTS		6,587.32
302-000-1110	CASH - CP - ROAD DEVELOPMENT		3,020.07
304-000-1110	CASH-STM WATER MASTER PLAN		150,318.53
307-000-1110	CASH - CP - STORM WATER	105,124.48-	254,768.02
308-000-1110	CASH-CP SW COUNTY LINE ROAD		9,490.71
309-000-1110	CASH - CP - PARKS		2,847,601.95
310-000-1110	CASH - CP-FIRE		200,000.00
313-000-1110	CASH - CP - GRIMES COMM COMPLE	50,168.20-	266,832.13
314-000-1110	CASH-NE GATEWAY/HOPE COMM		94,883.62-
315-000-1110	CASH -N COMPLEX SANI CONNECT		4,808.51
317-000-1110	CASH - COMP PLAN		11,721.80
319-000-1110	CASH-KENNYBROOK PK WQI IMP	176,546.25-	25,931.79-
320-000-1110	CASH-NEW JORDAN WELL 2019		7,800.05
323-000-1110	CASH-WATER TOWER 2019	718.86-	13,177.45-
324-000-1110	CASH- WATER PLANT EXP 2019	183,032.95-	361,201.73-
328-000-1110	CASH-WRA SANI SEWER CONNECT	39,528.50-	164,338.62-
329-000-1110	NW TERRITORY LIFT STATION CASH	260,449.38-	510,847.53
330-000-1110	GIS MAPPING- CASH		67,181.75
331-000-1110	CASH-19TH ST SEWER EXTENSION		1,000,000.00
332-000-1110	CASH-ROAD USE EQUIPMENT		36,882.00
333-000-1110	CASH-WRA PARALLEL SEWER		1,600,000.00
334-000-1110	CASH-HWY 44 & CO LINE RD 2020	35,299.50-	740,298.83
335-000-1110	CASH-ANN SANI SWR I&I REHAB		250,000.00
336-000-1110	CASH-SE 11TH RR/JAMES 2019	2,520.00-	86,049.58
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH	298,157.37-	159,457.37-
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH		626,000.00
341-000-1110	HWY 44 STUDY CASH	6,971.00-	16,315.10-
342-000-1110	WATER SYSTEM STUDY CASH	774.00-	4,341.34-
343-000-1110	JAMES ST CORRIDOR STUDY CASH	5,384.56-	10,115.18-
344-000-1110	CASH PAVEMENT COND ANALYSIS		78,985.10
345-000-1110	CASH ANNUAL WATER MAIN REPLACE		200,000.00
346-000-1110	CASH HWY 44 TRAIL EXTENSION	600.00-	99,400.00
347-000-1110	CASH N SPORTS COMPLEX PARKING	187,448.37-	38,552.14
348-000-1110	CASH SPLASH PAD	12,500.00-	785,000.00
349-000-1110	SE 6TH & JAMES INTERSEC CASH		51,551.75
350-000-1110	GRIMES LIB BLDG CASH	32,476.00-	7,484,794.30
351-000-1110	CASH 37TH ST IMPROVEMENTS		763,712.35
352-000-1110	CASH TRL RD/BEAV/JAC WTR MN	262,796.57-	534,337.01
353-000-1110	CASH SANI SEWER STUDY		140,444.36

BALANCE SHEET
CALENDAR 11/2021, FISCAL 5/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
354-000-1110	CASH ANNUAL PCC PATCHING		150,000.00
355-000-1110	CASH TRAFFIC SIGNAL EQUIPMENT		75,000.00
356-000-1110	CASH ANNUAL PAVEMENT PRESERVE		75,000.00
357-000-1110	S COMPLEX IRRIGATION CASH	34,962.99-	58,509.30
358-000-1110	ANN TRAIL IMP & PLANN CASH	202,940.41-	5,819.59
359-000-1110	EMERGENCY WATER MAIN CASH	75,315.31-	161,304.17
360-000-1110	19TH ST WATER MAIN CASH	3,695.69	356,768.84
361-000-1110	WW PLANT MBDR RETROFIT CASH		145,000.00
600-000-1110	CASH - WATER	313,165.77	5,837,831.74
601-000-1110	CASH - WATER DEPOSITS	1,334.00	185,789.32
602-000-1110	CASH - WATER SINKING	286,418.55-	287,324.45
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	134,002.43	2,981,526.31
611-000-1110	CASH - SEWER SINKING	13,501.80-	634,182.69
670-000-1110	CASH - SOLID WASTE	8,558.40-	402,265.85
740-000-1110	CASH - STORM WATER	37,654.10	2,381,824.18
	CASH TOTAL	693,498.31-	51,711,781.05
005-000-1112	CASH - FD AUXILLARY	61.03-	268.94
	CASH - FD AUXILLARY TOTAL	61.03-	268.94
001-000-1130	RESERVES - PARK CAP IMPROVE		234,812.58
600-000-1130	RESERVES - WATER TAPPING		605,712.67
610-000-1130	RESERVES - SEWER TAPPING		91,535.73
	RESERVES TOTAL	.00	932,060.98
001-000-1131	RESERVES - FIRE CAP IMPROVE		78,304.09
600-000-1131	RESERVES - WATER		35,000.00
	RESERVES TOTAL	.00	113,304.09
001-000-1132	RESERVES - RESCUE CAP IMPROVE		16,218.47
	RESERVES TOTAL	.00	16,218.47
001-000-1133	RESERVES - PARK & REC GOAL		6,365.17
	RESERVES TOTAL	.00	6,365.17
001-000-1150	CASH - IPAIT	.60	58,441.94
200-000-1150	CASH - IPAIT		3,399.51

BALANCE SHEET
CALENDAR 11/2021, FISCAL 5/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
	CASH - IPAIT TOTAL	.60	61,841.45
600-000-1160	SAVINGS - WATER TAPPING	65.39	989,622.82
740-000-1160	SAVINGS - STORM WATER	2.72	46,255.58
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	SAVINGS TOTAL	68.11	1,035,878.40
610-000-1161	SAVINGS - SEWER TAPPING	226.64	1,034,270.46
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	SAVINGS - RACCOON TOTAL	226.64	1,034,270.46
600-000-1162	SAVINGS - VISION	1,287.00	1,044,566.46
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	SAVINGS - VISION TOTAL	1,287.00	1,044,566.46
601-000-1170	WATER DEPOSIT CD 25712		2,430.70
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	CD'S - CITY STATE TOTAL	.00	2,430.70
001-000-1171	CEMETERY CD 1 304927		31,309.91
001-000-1172	CEMETERY CD 3 222910		20,020.73
001-000-1173	CEMETERY CD 12014736		20,574.37
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	CD'S BANKERS TRUST TOTAL	.00	71,905.01
001-000-1174	CD# 12510837 - GENERAL		2,097,232.64
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	CD# 12510837 - GENERAL TOTAL	.00	2,097,232.64
001-000-1175	CD# 12396252 - GENERAL		2,097,232.64
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	CD# 12396252 - GENERAL TOTAL	.00	2,097,232.64
610-000-1178	CHARTER SEW TAP CD		2,068,746.70
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	CHARTER SEW TAP CD TOTAL	.00	2,068,746.70
		=====	=====
	TOTAL CASH	691,976.99-	62,294,103.16
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BUDGET REPORT

CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,374,185.00	111,412.00	559,979.00	40.75	814,206.00
	FIRE TOTAL	717,457.00	62,989.96	365,121.07	50.89	352,335.93
	AMBULANCE TOTAL	1,748,633.00	126,027.19	641,685.93	36.70	1,106,947.07
	BUILDING INSPECTIONS TOTAL	1,647,101.00	98,010.93	538,800.83	32.71	1,108,300.17
	ANIMAL CONTROL TOTAL	1,000.00	.00	.00	.00	1,000.00
	PUBLIC SAFETY TOTAL	5,488,376.00	398,440.08	2,105,586.83	38.36	3,382,789.17
	ROADS, BRIDGES, SIDEWALKS TOTA	2,886,941.00	203,131.04	873,994.18	30.27	2,012,946.82
	STREET LIGHTING TOTAL	249,000.00	13,378.67	66,831.55	26.84	182,168.45
	TRAFFIC CONTROL & SAFETY TOTA	17,500.00	1,825.50	4,832.37	27.61	12,667.63
	SNOW REMOVAL TOTAL	264,283.00	12,992.52	47,138.93	17.84	217,144.07
	PUBLIC WORKS TOTAL	3,417,724.00	231,327.73	992,797.03	29.05	2,424,926.97
	WATER,AIR,MOSQUITO CONTRO TOTA	8,000.00	.00	3,044.00	38.05	4,956.00
	HEALTH & SOCIAL SERVICES TOTA	8,000.00	.00	3,044.00	38.05	4,956.00
	LIBRARY TOTAL	837,637.00	72,132.52	319,753.05	38.17	517,883.95
	PARKS TOTAL	990,930.00	34,421.01	280,178.76	28.27	710,751.24
	NORTH COMPLEX TOTAL	41,000.00	617.55	4,371.25	10.66	36,628.75
	SOUTH COMPLEX TOTAL	41,000.00	.00	24,301.14	59.27	16,698.86
	RECREATION TOTAL	274,300.00	23,676.90	158,406.52	57.75	115,893.48
	REC - YOUTH PROGRAMS TOTAL	25,100.00	.00	13,666.87	54.45	11,433.13
	REC - YOUTH SPORTS TOTAL	22,750.00	1,295.40	3,756.22	16.51	18,993.78
	REC - ADULT PROGRAMS TOTAL	4,800.00	674.92	1,632.83	34.02	3,167.17
	REC - ADULT SPORTS TOTAL	2,500.00	.00	520.78	20.83	1,979.22
	CEMETERY TOTAL	40,060.00	190.00	1,045.00	2.61	39,015.00
	GCC-GRIMES COMM COMPLEX TOTAL	212,150.00	10,437.38	53,637.60	25.28	158,512.40
	GRIMESPLEX TOTAL	368,500.00	.00	10,000.00	2.71	358,500.00
	CULTURE & RECREATION TOTAL	2,860,727.00	143,445.68	871,270.02	30.46	1,989,456.98
	ECONOMIC DEVELOPMENT TOTAL	3,268,157.00	3,941.53	38,657.09	1.18	3,229,499.91
	COMMUNITY & ECONOMIC DEV TOTA	3,268,157.00	3,941.53	38,657.09	1.18	3,229,499.91
	MAYOR/COUNCIL/CITY MGR TOTAL	314,493.00	17,961.32	120,635.28	38.36	193,857.72
	CLERK/TREASURER/ADM TOTAL	607,160.00	41,166.57	237,199.36	39.07	369,960.64
	ELECTIONS TOTAL	32,000.00	.00	10,400.00	32.50	21,600.00
	LEGAL SERVICES/ATTORNEY TOTAL	243,000.00	18,753.06	57,358.02	23.60	185,641.98
	CITY HALL/GENERAL BLDGS TOTAL	305,100.00	20,045.99	60,010.81	19.67	245,089.19
	TORT LIABILITY TOTAL	25,000.00	.00	.00	.00	25,000.00
	IT TOTAL	298,060.00	16,694.41	38,043.89	12.76	260,016.11
	OTHER GENERAL GOVERNMENT TOTA	100,000.00	11,731.90	24,335.17	24.34	75,664.83

BUDGET REPORT
CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL GOVERNMENT TOTAL	1,924,813.00	126,353.25	547,982.53	28.47	1,376,830.47
	ROADS, BRIDGES, SIDEWALKS TOTA	492,020.00	.00	51,310.00	10.43	440,710.00
	2007 BOND TOTAL	718,082.00	.00	33,790.63	4.71	684,291.37
	2012 BOND TOTAL	359,860.00	.00	40,230.00	11.18	319,630.00
	2015 BOND TOTAL	860,063.00	.00	29,781.25	3.46	830,281.75
	2017A BOND TOTAL	533,632.00	.00	141,515.63	26.52	392,116.37
	2017 REFINANCING BOND TOTAL	575,575.00	.00	97,537.50	16.95	478,037.50
	2020 GO BOND TOTAL	641,400.00	.00	73,500.00	11.46	567,900.00
	2021 A GO BOND TOTAL	442,966.00	.00	.00	.00	442,966.00
	2021 B GO LOST BOND TOTAL	254,523.00	.00	52,403.33	20.59	202,119.67
	DEBT SERVICE TOTAL	4,878,121.00	.00	520,068.34	10.66	4,358,052.66
	FIRE TOTAL	200,000.00	.00	.00	.00	200,000.00
	AMBULANCE TOTAL	300,000.00	.00	274,617.00	91.54	25,383.00
	ROADS, BRIDGES, SIDEWALKS TOTA	2,355,000.00	348,332.43	2,024,701.98	85.97	330,298.02
	STREET LIGHTING TOTAL	750,000.00	.00	.00	.00	750,000.00
	TRAFFIC CONTROL & SAFETY TOTA	75,000.00	.00	.00	.00	75,000.00
	LIBRARY TOTAL	7,850,000.00	32,476.00	249,086.20	3.17	7,600,913.80
	PARKS TOTAL	1,900,000.00	251,003.40	388,039.37	20.42	1,511,960.63
	NORTH COMPLEX TOTAL	400,000.00	187,448.37	359,097.86	89.77	40,902.14
	GCC-GRIMES COMM COMPLEX TOTAL	388,400.00	50,168.20	81,596.45	21.01	306,803.55
	WATER TOTAL	3,785,000.00	522,637.69	2,231,536.26	58.96	1,553,463.74
	SEWER/SEWAGE DISPOSAL TOTAL	24,525,000.00	299,977.88	1,333,912.44	5.44	23,191,087.56
	STORM WATER TOTAL	475,300.00	281,670.73	681,336.23	143.35	206,036.23
	CAPITAL PROJECTS TOTAL	43,003,700.00	1,973,714.70	7,623,923.79	17.73	35,379,776.21
	WATER TOTAL	4,511,853.00	502,379.37	1,220,023.77	27.04	3,291,829.23
	SEWER/SEWAGE DISPOSAL TOTAL	1,947,964.00	143,335.43	577,366.73	29.64	1,370,597.27
	LANDFILL/GARBAGE TOTAL	696,500.00	55,116.46	304,864.23	43.77	391,635.77
	STORM WATER TOTAL	650,360.00	26,569.85	135,726.09	20.87	514,633.91
	ENTERPRISE FUNDS TOTAL	7,806,677.00	727,401.11	2,237,980.82	28.67	5,568,696.18
	TRANSFERS IN/OUT TOTAL	7,756,751.00	.00	300,201.00	3.87	7,456,550.00
	TRANSFER OUT TOTAL	7,756,751.00	.00	300,201.00	3.87	7,456,550.00
	TOTAL EXPENSES	80,413,046.00	3,604,624.08	15,241,511.45	18.95	65,171,534.55

REVENUE REPORT

CALENDAR 11/2021, FISCAL 5/2022

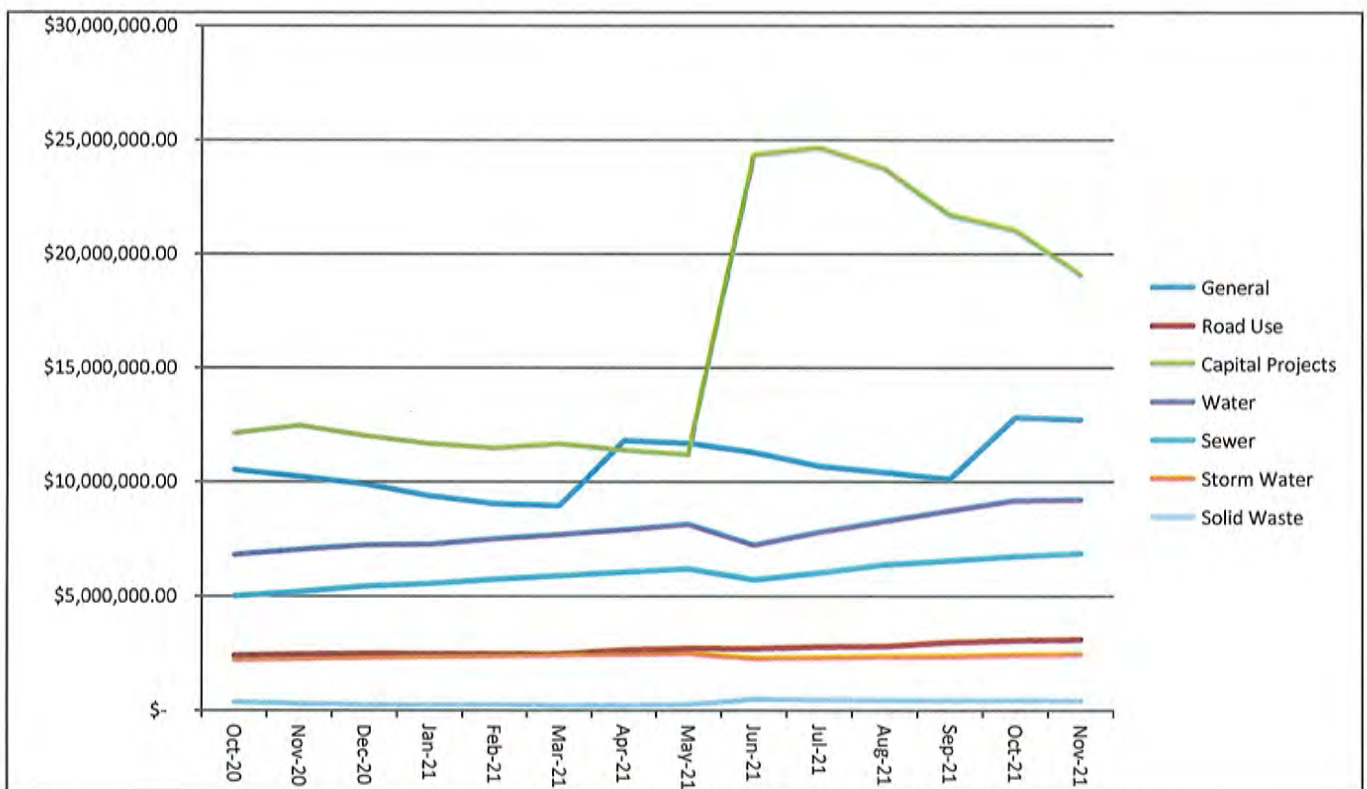
PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	11,465,092.00	512,511.69	4,866,550.03	42.45	6,598,541.97
	LIBRARY FUND TOTAL	632,873.00	659.49	319,232.74	50.44	313,640.26
	FIRE/RESCUE AUXILIARY TOTAL	22,000.00	.00	.00	.00	22,000.00
	ROAD USE TAX TOTAL	1,334,660.00	135,097.89	846,991.37	63.46	487,668.63
	EMPLOYEE BENEFITS TOTAL	2,027,690.00	49,831.38	549,618.57	27.11	1,478,071.43
	LOCAL OPTION SALES TAX TOTAL	1,400,000.00	961,655.41	1,731,302.66	123.66	331,302.66-
	TAX INCREMENT FINANCING TOTAL	5,244,874.00	252,059.67	2,584,602.23	49.28	2,660,271.77
	HOTEL/MOTEL/ECON DEV TOTAL	51,000.00	23,034.88	41,903.03	82.16	9,096.97
	ECO DEVELOPMENT REVOLVING TOTA	12,835.00	1,069.70	5,348.50	41.67	7,486.50
	RESTRICTED GIFTS TOTAL	4,000.00	.00	4,558.66	113.97	558.66-
	DEBT SERVICE TOTAL	5,111,325.00	117,080.88	1,281,490.82	25.07	3,829,834.18
	CP - STORM WATER TOTAL	150,000.00	.00	.00	.00	150,000.00
	CP - PARKS TOTAL	650,000.00	.00	.00	.00	650,000.00
	CP - GRIMES COMMUNITY COM TOTA	300,000.00	.00	.00	.00	300,000.00
	CP-New Jordan Well 2019 TOTAL	.00	.00	7,123.00	.00	7,123.00-
	CP-Water Tower 2019 TOTAL	.00	.00	45,825.20	.00	45,825.20-
	CP-Water Plant Exp 2019 TOTAL	2,900,000.00	.00	1,214,089.63	41.87	1,685,910.37
	WRA SANI SEWER CONNECTION TOTA	20,500,000.00	.00	.00	.00	20,500,000.00
	19TH ST SEWER EXTENSION TOTAL	1,000,000.00	.00	.00	.00	1,000,000.00
	WRA PARALLEL SEWER TOTAL	1,600,000.00	.00	.00	.00	1,600,000.00
	HWY44 & COUNTY LN RD 2020 TOTA	.00	.00	2,622.55	.00	2,622.55-
	ANN SANI SEWER I&I REHAB TOTA	250,000.00	.00	.00	.00	250,000.00
	ANNUAL SIGNAL IMPROVEMENT TOTA	750,000.00	.00	.00	.00	750,000.00
	ANNUAL WATER MAIN REPLACE TOTA	200,000.00	.00	.00	.00	200,000.00
	HW TRAIL EXTENSION TOTAL	100,000.00	.00	.00	.00	100,000.00
	N SPORTS COMPLEX PARKING TOTA	400,000.00	.00	.00	.00	400,000.00

REVENUE REPORT
CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	SPLASH PAD TOTAL	1,150,000.00	.00	.00	.00	1,150,000.00
	GRIMES LIBRARY BLDG FUND TOTA	7,075,000.00	.00	25.00	.00	7,074,975.00
	SANI SEWER STUDY TOTAL	200,000.00	.00	.00	.00	200,000.00
	ANNUAL PCC PATCHING TOTAL	150,000.00	.00	.00	.00	150,000.00
	TRAFFIC SIGNAL EQUIPMENT TOTA	75,000.00	.00	.00	.00	75,000.00
	ANNUAL PAVEMENT PRESERVE TOTA	75,000.00	.00	.00	.00	75,000.00
	EMERGENCY WATER MAIN TOTAL	.00	.00	500,000.00	.00	500,000.00-
	19TH ST WATER MAIN TOTAL	.00	3,695.69	356,768.84	.00	356,768.84-
	WW PLANT MBDR RETROFIT TOTAL	.00	.00	250,000.00	.00	250,000.00-
	WATER TOTAL	4,718,533.00	525,876.59	3,129,654.32	66.33	1,588,878.68
	WATER DEPOSITS TOTAL	15,000.00	5,936.39	34,737.87	231.59	19,737.87-
	WATER SINKING TOTAL	1,779,353.00	.00	.00	.00	1,779,353.00
	SEWER TOTAL	3,549,308.00	264,062.70	1,711,652.52	48.22	1,837,655.48
	SEWER SINKING TOTAL	375,000.00	.00	.00	.00	375,000.00
	LANDFILL/GARBAGE TOTAL	696,500.00	46,558.06	233,429.54	33.51	463,070.46
	STORM WATER TOTAL	719,850.00	64,226.67	317,574.65	44.12	402,275.35
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		76,684,893.00	2,963,357.09	20,035,101.73	26.13	56,649,791.27
		=====	=====	=====	=====	=====



TREASURER'S REPORT
CALENDAR 11/2021, FISCAL 5/2022

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	12,782,634.61	512,511.69	614,630.72	.00	12,680,515.58
002	LIBRARY FUND	203,907.18	659.49	56,140.11	.00	148,426.56
005	FIRE/RESCUE AUXILIARY	329.97	.00	61.03	.00	268.94
110	ROAD USE TAX	3,054,055.68	135,097.89	102,408.06	.00	3,086,745.51
112	EMPLOYEE BENEFITS	448,253.59	49,831.38	125,299.35	.00	372,785.62
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	1,692,118.95	961,655.41	.00	.00	2,653,774.36
125	TAX INCREMENT FINANCING	3,183,186.28	252,059.67	.00	.00	3,435,245.95
160	HOTEL/MOTEL/ECON DEV	245,540.18	23,034.88	.00	.00	268,575.06
161	ECO DEVELOPMENT REVOLVING	159,787.46	1,069.70	.00	.00	160,857.16
167	RESTRICTED GIFTS	111,745.70	.00	4,969.00	.00	106,776.70
170	FEMA - FIRE DEPT	34,239.98	.00	.00	.00	34,239.98
200	DEBT SERVICE	1,432,379.75	117,080.88	.00	50,710.00-	1,498,750.63
301	CAPITAL PROJECT FUND	6,587.32	.00	.00	.00	6,587.32
302	CP - ROAD DEVELOPMENT	3,020.07	.00	.00	.00	3,020.07
303	CP - WALLACE	.00	.00	.00	.00	.00
304	STM WATER MASTER PLAN	150,318.53	.00	.00	.00	150,318.53
305	CP - MAIN STREET	.00	.00	.00	.00	.00
306	CP - PRAIRIE/LITTLE BEAVE	.00	.00	.00	.00	.00
307	CP - STORM WATER	359,892.50	.00	105,124.48	.00	254,768.02
308	CP-SW COUNTY LINE ROAD	9,490.71	.00	.00	.00	9,490.71
309	CP - PARKS	2,847,601.95	.00	.00	.00	2,847,601.95
310	CP - FIRE	200,000.00	.00	.00	.00	200,000.00
311	CP - DOWNTOWN	.00	.00	.00	.00	.00
312	CP - S JAMES/SE 37TH ST	.00	.00	.00	.00	.00
313	CP - GRIMES COMMUNITY COM	317,000.33	.00	50,168.20	.00	266,832.13
314	CP-NE GATEWAY/HOPE COMM	94,883.62-	.00	.00	.00	94,883.62-
315	CP N COMPLEX SANI CONNECT	4,808.51	.00	.00	.00	4,808.51
316	CP - WATER CAP IMPROVEMNT	.00	.00	.00	.00	.00
317	CP - COMP PLAN	11,721.80	.00	.00	.00	11,721.80
318	CP - CITY HALL	.00	.00	.00	.00	.00
319	KENNYBROOK PK WQI IMPRV	150,614.46	.00	176,546.25	.00	25,931.79-
320	CP-New Jordan Well 2019	7,800.05	.00	.00	.00	7,800.05
321	CP- ASR 2019	.00	.00	.00	.00	.00
322	CP-16" Water Main	.00	.00	.00	.00	.00
323	CP-Water Tower 2019	12,458.59-	.00	718.86	.00	13,177.45-
324	CP-Water Plant Exp 2019	178,168.78-	.00	183,032.95	.00	361,201.73-
325	SE 37TH HWY 141 PROJECT	.00	.00	.00	.00	.00
326	2019 OVERLAY PROJECT	.00	.00	.00	.00	.00
327	SE 19TH & SW CO OVERLAY	.00	.00	.00	.00	.00
328	WRA SANI SEWER CONNECTION	124,810.12-	.00	39,528.50	.00	164,338.62-
329	NW TERRITORY LIFT STATION	771,296.91	.00	260,449.38	.00	510,847.53
330	GIS MAPPING	67,181.75	.00	.00	.00	67,181.75
331	19TH ST SEWER EXTENSION	1,000,000.00	.00	.00	.00	1,000,000.00
332	ROAD USE EQUIPMENT	36,882.00	.00	.00	.00	36,882.00
333	WRA PARALLEL SEWER	1,600,000.00	.00	.00	.00	1,600,000.00
334	HWY44 & COUNTY LN RD 2020	775,598.33	.00	35,299.50	.00	740,298.83
335	ANN SANI SEWER I&I REHAB	250,000.00	.00	.00	.00	250,000.00
336	SE 11th ST RR/James 2019	88,569.58	.00	2,520.00	.00	86,049.58
337	CP-N MAIN & BEAVERBK SIG	.00	.00	.00	.00	.00
338	FY20 Drain prj 2nd/beaver	.00	.00	.00	.00	.00
339	HWY 141 & HWY 44 SIGNAL	138,700.00	.00	298,157.37	.00	159,457.37-
340	ANNUAL SIGNAL IMPROVEMENT	626,000.00	.00	.00	.00	626,000.00

TREASURER'S REPORT
CALENDAR 11/2021, FISCAL 5/2022

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	9,344.10-	.00	6,971.00	.00	16,315.10-
342	WATER SYSTEM STUDY	3,567.34-	.00	774.00	.00	4,341.34-
343	JAMES ST CORRIDOR STUDY	4,730.62-	.00	5,384.56	.00	10,115.18-
344	PAVEMENT COND ANALYSIS	78,985.10	.00	.00	.00	78,985.10
345	ANNUAL WATER MAIN REPLACE	200,000.00	.00	.00	.00	200,000.00
346	HW TRAIL EXTENSION	100,000.00	.00	600.00	.00	99,400.00
347	N SPORTS COMPLEX PARKING	226,000.51	.00	187,448.37	.00	38,552.14
348	SPLASH PAD	797,500.00	.00	12,500.00	.00	785,000.00
349	SE 6TH & S JAMES INTERSEC	51,551.75	.00	.00	.00	51,551.75
350	GRIMES LIBRARY BLDG FUND	7,517,270.30	.00	32,476.00	.00	7,484,794.30
351	37TH ST IMPROVEMENTS	763,712.35	.00	.00	.00	763,712.35
352	TRL RDG/BEAV/JACOB WTR MN	797,133.58	.00	262,796.57	.00	534,337.01
353	SANI SEWER STUDY	140,444.36	.00	.00	.00	140,444.36
354	ANNUAL PCC PATCHING	150,000.00	.00	.00	.00	150,000.00
355	TRAFFIC SIGNAL EQUIPMENT	75,000.00	.00	.00	.00	75,000.00
356	ANNUAL PAVEMENT PRESERVE	75,000.00	.00	.00	.00	75,000.00
357	S CMLX IRRIGATION PROJ	93,472.29	.00	34,962.99	.00	58,509.30
358	ANN TRAIL IMPRV & PLAN	208,760.00	.00	202,940.41	.00	5,819.59
359	EMERGENCY WATER MAIN	236,619.48	.00	75,315.31	.00	161,304.17
360	19TH ST WATER MAIN	353,073.15	3,695.69	.00	.00	356,768.84
361	WW PLANT MBDR RETROFIT	145,000.00	.00	.00	.00	145,000.00
600	WATER	8,198,215.53	525,876.59	211,358.43	.00	8,512,733.69
601	WATER DEPOSITS	186,886.02	5,936.39	4,602.39	.00	188,220.02
602	WATER SINKING	573,743.00	.00	286,418.55	.00	287,324.45
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	6,041,850.13	264,062.70	129,833.63	.00	6,176,079.20
611	SEWER SINKING	647,684.49	.00	13,501.80	.00	634,182.69
670	LANDFILL/GARBAGE	410,824.25	46,558.06	55,116.46	.00	402,265.85
740	STORM WATER	2,390,422.94	64,226.67	26,569.85	.00	2,428,079.76
Report Total		62,986,080.15	2,963,357.09	3,604,624.08	50,710.00-	62,294,103.16

BALANCE SHEET

CALENDAR 11/2021, FISCAL 5/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	102,119.63-	8,020,003.04
002-000-1110	CASH - LIBRARY	55,480.62-	148,426.56
110-000-1110	CASH - ROAD USE	32,689.83	3,086,745.51
112-000-1110	CASH - EMPLOYEE BENEFITS	75,467.97-	372,785.62
121-000-1110	CASH - LOCAL OPTION SALES TAX	961,655.41	2,653,774.36
125-000-1110	CASH - TIF	252,059.67	3,435,245.95
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	23,034.88	268,575.06
161-000-1110	CASH - ECO DEVELOP REVOLVING L	1,069.70	160,857.16
167-000-1110	CASH - LIBRARY RESTRICTED GIFT	4,969.00-	104,943.87
167-000-1111	CASH - PARKS RESTRICTED GIFTS		1,832.83
170-000-1110	CASH - FEMA/FIRE DEPT		34,239.98
200-000-1110	CASH - DEBT SERVICE	66,370.88	1,495,351.12
301-000-1110	CASH - CAPITAL PROJECTS		6,587.32
302-000-1110	CASH - CP - ROAD DEVELOPMENT		3,020.07
304-000-1110	CASH-STM WATER MASTER PLAN		150,318.53
307-000-1110	CASH - CP - STORM WATER	105,124.48-	254,768.02
308-000-1110	CASH-CP SW COUNTY LINE ROAD		9,490.71
309-000-1110	CASH - CP - PARKS		2,847,601.95
310-000-1110	CASH - CP-FIRE		200,000.00
313-000-1110	CASH - CP - GRIMES COMM COMPLE	50,168.20-	266,832.13
314-000-1110	CASH-NE GATEWAY/HOPE COMM		94,883.62-
315-000-1110	CASH -N COMPLEX SANI CONNECT		4,808.51
317-000-1110	CASH - COMP PLAN		11,721.80
319-000-1110	CASH-KENNYBROOK PK WQI IMP	176,546.25-	25,931.79-
320-000-1110	CASH-NEW JORDAN WELL 2019		7,800.05
323-000-1110	CASH-WATER TOWER 2019	718.86-	13,177.45-
324-000-1110	CASH- WATER PLANT EXP 2019	183,032.95-	361,201.73-
328-000-1110	CASH-WRA SANI SEWER CONNECT	39,528.50-	164,338.62-
329-000-1110	NW TERRITORY LIFT STATION CASH	260,449.38-	510,847.53
330-000-1110	GIS MAPPING- CASH		67,181.75
331-000-1110	CASH-19TH ST SEWER EXTENSION		1,000,000.00
332-000-1110	CASH-ROAD USE EQUIPMENT		36,882.00
333-000-1110	CASH-WRA PARALLEL SEWER		1,600,000.00
334-000-1110	CASH-HWY 44 & CO LINE RD 2020	35,299.50-	740,298.83
335-000-1110	CASH-ANN SANI SWR I&I REHAB		250,000.00
336-000-1110	CASH-SE 11TH RR/JAMES 2019	2,520.00-	86,049.58
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH	298,157.37-	159,457.37-
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH		626,000.00
341-000-1110	HWY 44 STUDY CASH	6,971.00-	16,315.10-
342-000-1110	WATER SYSTEM STUDY CASH	774.00-	4,341.34-
343-000-1110	JAMES ST CORRIDOR STUDY CASH	5,384.56-	10,115.18-
344-000-1110	CASH PAVEMENT COND ANALYSIS		78,985.10
345-000-1110	CASH ANNUAL WATER MAIN REPLACE		200,000.00
346-000-1110	CASH HWY 44 TRAIL EXTENSION	600.00-	99,400.00
347-000-1110	CASH N SPORTS COMPLEX PARKING	187,448.37-	38,552.14
348-000-1110	CASH SPLASH PAD	12,500.00-	785,000.00
349-000-1110	SE 6TH & JAMES INTERSEC CASH		51,551.75
350-000-1110	GRIMES LIB BLDG CASH	32,476.00-	7,484,794.30
351-000-1110	CASH 37TH ST IMPROVEMENTS		763,712.35
352-000-1110	CASH TRL RD/BEAV/JAC WTR MN	262,796.57-	534,337.01
353-000-1110	CASH SANI SEWER STUDY		140,444.36

BALANCE SHEET
CALENDAR 11/2021, FISCAL 5/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
354-000-1110	CASH ANNUAL PCC PATCHING		150,000.00
355-000-1110	CASH TRAFFIC SIGNAL EQUIPMENT		75,000.00
356-000-1110	CASH ANNUAL PAVEMENT PRESERVE		75,000.00
357-000-1110	S COMPLEX IRRIGATION CASH	34,962.99-	58,509.30
358-000-1110	ANN TRAIL IMP & PLANN CASH	202,940.41-	5,819.59
359-000-1110	EMERGENCY WATER MAIN CASH	75,315.31-	161,304.17
360-000-1110	19TH ST WATER MAIN CASH	3,695.69	356,768.84
361-000-1110	WW PLANT MBDR RETROFIT CASH		145,000.00
600-000-1110	CASH - WATER	313,165.77	5,837,831.74
601-000-1110	CASH - WATER DEPOSITS	1,334.00	185,789.32
602-000-1110	CASH - WATER SINKING	286,418.55-	287,324.45
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	134,002.43	2,981,526.31
611-000-1110	CASH - SEWER SINKING	13,501.80-	634,182.69
670-000-1110	CASH - SOLID WASTE	8,558.40-	402,265.85
740-000-1110	CASH - STORM WATER	37,654.10	2,381,824.18
	CASH TOTAL	693,498.31-	51,711,781.05
005-000-1112	CASH - FD AUXILLARY	61.03-	268.94
	CASH - FD AUXILLARY TOTAL	61.03-	268.94
001-000-1130	RESERVES - PARK CAP IMPROVE		234,812.58
600-000-1130	RESERVES - WATER TAPPING		605,712.67
610-000-1130	RESERVES - SEWER TAPPING		91,535.73
	RESERVES TOTAL	.00	932,060.98
001-000-1131	RESERVES - FIRE CAP IMPROVE		78,304.09
600-000-1131	RESERVES - WATER		35,000.00
	RESERVES TOTAL	.00	113,304.09
001-000-1132	RESERVES - RESCUE CAP IMPROVE		16,218.47
	RESERVES TOTAL	.00	16,218.47
001-000-1133	RESERVES - PARK & REC GOAL		6,365.17
	RESERVES TOTAL	.00	6,365.17
001-000-1150	CASH - IPAIT	.60	58,441.94
200-000-1150	CASH - IPAIT		3,399.51

BALANCE SHEET
CALENDAR 11/2021, FISCAL 5/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
	CASH - IPAIT TOTAL	.60	61,841.45
600-000-1160	SAVINGS - WATER TAPPING	65.39	989,622.82
740-000-1160	SAVINGS - STORM WATER	2.72	46,255.58
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	SAVINGS TOTAL	68.11	1,035,878.40
610-000-1161	SAVINGS - SEWER TAPPING	226.64	1,034,270.46
		-----	-----
	SAVINGS - RACCOON TOTAL	226.64	1,034,270.46
600-000-1162	SAVINGS - VISION	1,287.00	1,044,566.46
		-----	-----
	SAVINGS - VISION TOTAL	1,287.00	1,044,566.46
601-000-1170	WATER DEPOSIT CD 25712		2,430.70
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	CD'S - CITY STATE TOTAL	.00	2,430.70
001-000-1171	CEMETERY CD 1 304927		31,309.91
001-000-1172	CEMETERY CD 3 222910		20,020.73
001-000-1173	CEMETERY CD 12014736		20,574.37
		-----	-----
	CD'S BANKERS TRUST TOTAL	.00	71,905.01
001-000-1174	CD# 12510837 - GENERAL		2,097,232.64
		-----	-----
	CD# 12510837 - GENERAL TOTAL	.00	2,097,232.64
001-000-1175	CD# 12396252 - GENERAL		2,097,232.64
		-----	-----
	CD# 12396252 - GENERAL TOTAL	.00	2,097,232.64
610-000-1178	CHARTER SEW TAP CD		2,068,746.70
		-----	-----
	CHARTER SEW TAP CD TOTAL	.00	2,068,746.70
		=====	=====
	TOTAL CASH	691,976.99-	62,294,103.16
		=====	=====

BUDGET REPORT

CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,374,185.00	111,412.00	559,979.00	40.75	814,206.00
	FIRE TOTAL	717,457.00	62,989.96	365,121.07	50.89	352,335.93
	AMBULANCE TOTAL	1,748,633.00	126,027.19	641,685.93	36.70	1,106,947.07
	BUILDING INSPECTIONS TOTAL	1,647,101.00	98,010.93	538,800.83	32.71	1,108,300.17
	ANIMAL CONTROL TOTAL	1,000.00	.00	.00	.00	1,000.00
	PUBLIC SAFETY TOTAL	5,488,376.00	398,440.08	2,105,586.83	38.36	3,382,789.17
	ROADS, BRIDGES, SIDEWALKS TOTA	2,886,941.00	203,131.04	873,994.18	30.27	2,012,946.82
	STREET LIGHTING TOTAL	249,000.00	13,378.67	66,831.55	26.84	182,168.45
	TRAFFIC CONTROL & SAFETY TOTA	17,500.00	1,825.50	4,832.37	27.61	12,667.63
	SNOW REMOVAL TOTAL	264,283.00	12,992.52	47,138.93	17.84	217,144.07
	PUBLIC WORKS TOTAL	3,417,724.00	231,327.73	992,797.03	29.05	2,424,926.97
	WATER,AIR,MOSQUITO CONTRO TOTA	8,000.00	.00	3,044.00	38.05	4,956.00
	HEALTH & SOCIAL SERVICES TOTA	8,000.00	.00	3,044.00	38.05	4,956.00
	LIBRARY TOTAL	837,637.00	72,132.52	319,753.05	38.17	517,883.95
	PARKS TOTAL	990,930.00	34,421.01	280,178.76	28.27	710,751.24
	NORTH COMPLEX TOTAL	41,000.00	617.55	4,371.25	10.66	36,628.75
	SOUTH COMPLEX TOTAL	41,000.00	.00	24,301.14	59.27	16,698.86
	RECREATION TOTAL	274,300.00	23,676.90	158,406.52	57.75	115,893.48
	REC - YOUTH PROGRAMS TOTAL	25,100.00	.00	13,666.87	54.45	11,433.13
	REC - YOUTH SPORTS TOTAL	22,750.00	1,295.40	3,756.22	16.51	18,993.78
	REC - ADULT PROGRAMS TOTAL	4,800.00	674.92	1,632.83	34.02	3,167.17
	REC - ADULT SPORTS TOTAL	2,500.00	.00	520.78	20.83	1,979.22
	CEMETERY TOTAL	40,060.00	190.00	1,045.00	2.61	39,015.00
	GCC-GRIMES COMM COMPLEX TOTAL	212,150.00	10,437.38	53,637.60	25.28	158,512.40
	GRIMESPLEX TOTAL	368,500.00	.00	10,000.00	2.71	358,500.00
	CULTURE & RECREATION TOTAL	2,860,727.00	143,445.68	871,270.02	30.46	1,989,456.98
	ECONOMIC DEVELOPMENT TOTAL	3,268,157.00	3,941.53	38,657.09	1.18	3,229,499.91
	COMMUNITY & ECONOMIC DEV TOTA	3,268,157.00	3,941.53	38,657.09	1.18	3,229,499.91
	MAYOR/COUNCIL/CITY MGR TOTAL	314,493.00	17,961.32	120,635.28	38.36	193,857.72
	CLERK/TREASURER/ADM TOTAL	607,160.00	41,166.57	237,199.36	39.07	369,960.64
	ELECTIONS TOTAL	32,000.00	.00	10,400.00	32.50	21,600.00
	LEGAL SERVICES/ATTORNEY TOTAL	243,000.00	18,753.06	57,358.02	23.60	185,641.98
	CITY HALL/GENERAL BLDGS TOTAL	305,100.00	20,045.99	60,010.81	19.67	245,089.19
	TORT LIABILITY TOTAL	25,000.00	.00	.00	.00	25,000.00
	IT TOTAL	298,060.00	16,694.41	38,043.89	12.76	260,016.11
	OTHER GENERAL GOVERNMENT TOTA	100,000.00	11,731.90	24,335.17	24.34	75,664.83

BUDGET REPORT

CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL GOVERNMENT TOTAL	1,924,813.00	126,353.25	547,982.53	28.47	1,376,830.47
	ROADS, BRIDGES, SIDEWALKS TOTA	492,020.00	.00	51,310.00	10.43	440,710.00
	2007 BOND TOTAL	718,082.00	.00	33,790.63	4.71	684,291.37
	2012 BOND TOTAL	359,860.00	.00	40,230.00	11.18	319,630.00
	2015 BOND TOTAL	860,063.00	.00	29,781.25	3.46	830,281.75
	2017A BOND TOTAL	533,632.00	.00	141,515.63	26.52	392,116.37
	2017 REFINANCING BOND TOTAL	575,575.00	.00	97,537.50	16.95	478,037.50
	2020 GO BOND TOTAL	641,400.00	.00	73,500.00	11.46	567,900.00
	2021 A GO BOND TOTAL	442,966.00	.00	.00	.00	442,966.00
	2021 B GO LOST BOND TOTAL	254,523.00	.00	52,403.33	20.59	202,119.67
	DEBT SERVICE TOTAL	4,878,121.00	.00	520,068.34	10.66	4,358,052.66
	FIRE TOTAL	200,000.00	.00	.00	.00	200,000.00
	AMBULANCE TOTAL	300,000.00	.00	274,617.00	91.54	25,383.00
	ROADS, BRIDGES, SIDEWALKS TOTA	2,355,000.00	348,332.43	2,024,701.98	85.97	330,298.02
	STREET LIGHTING TOTAL	750,000.00	.00	.00	.00	750,000.00
	TRAFFIC CONTROL & SAFETY TOTA	75,000.00	.00	.00	.00	75,000.00
	LIBRARY TOTAL	7,850,000.00	32,476.00	249,086.20	3.17	7,600,913.80
	PARKS TOTAL	1,900,000.00	251,003.40	388,039.37	20.42	1,511,960.63
	NORTH COMPLEX TOTAL	400,000.00	187,448.37	359,097.86	89.77	40,902.14
	GCC-GRIMES COMM COMPLEX TOTAL	388,400.00	50,168.20	81,596.45	21.01	306,803.55
	WATER TOTAL	3,785,000.00	522,637.69	2,231,536.26	58.96	1,553,463.74
	SEWER/SEWAGE DISPOSAL TOTAL	24,525,000.00	299,977.88	1,333,912.44	5.44	23,191,087.56
	STORM WATER TOTAL	475,300.00	281,670.73	681,336.23	143.35	206,036.23
	CAPITAL PROJECTS TOTAL	43,003,700.00	1,973,714.70	7,623,923.79	17.73	35,379,776.21
	WATER TOTAL	4,511,853.00	502,379.37	1,220,023.77	27.04	3,291,829.23
	SEWER/SEWAGE DISPOSAL TOTAL	1,947,964.00	143,335.43	577,366.73	29.64	1,370,597.27
	LANDFILL/GARBAGE TOTAL	696,500.00	55,116.46	304,864.23	43.77	391,635.77
	STORM WATER TOTAL	650,360.00	26,569.85	135,726.09	20.87	514,633.91
	ENTERPRISE FUNDS TOTAL	7,806,677.00	727,401.11	2,237,980.82	28.67	5,568,696.18
	TRANSFERS IN/OUT TOTAL	7,756,751.00	.00	300,201.00	3.87	7,456,550.00
	TRANSFER OUT TOTAL	7,756,751.00	.00	300,201.00	3.87	7,456,550.00
	TOTAL EXPENSES	80,413,046.00	3,604,624.08	15,241,511.45	18.95	65,171,534.55

REVENUE REPORT

CALENDAR 11/2021, FISCAL 5/2022

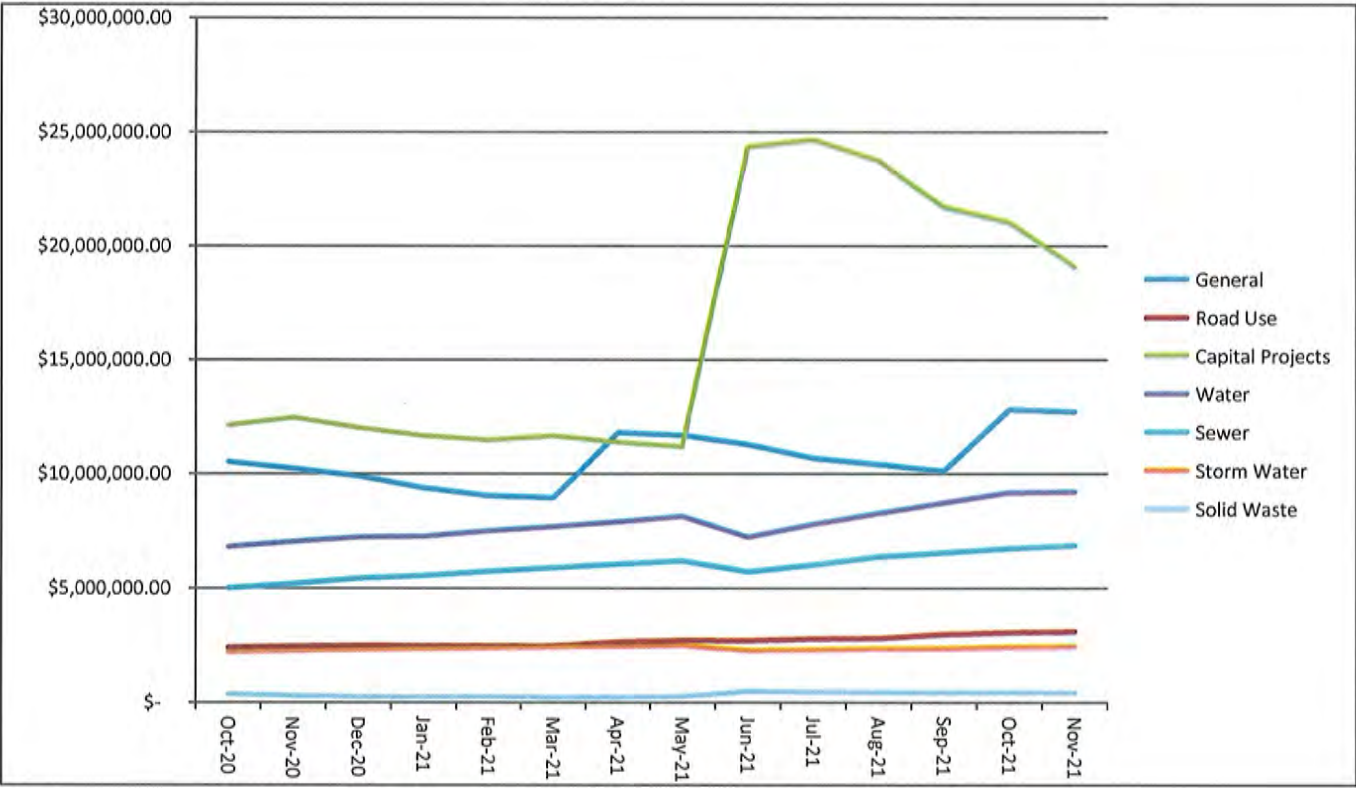
PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	11,465,092.00	512,511.69	4,866,550.03	42.45	6,598,541.97
	LIBRARY FUND TOTAL	632,873.00	659.49	319,232.74	50.44	313,640.26
	FIRE/RESCUE AUXILIARY TOTAL	22,000.00	.00	.00	.00	22,000.00
	ROAD USE TAX TOTAL	1,334,660.00	135,097.89	846,991.37	63.46	487,668.63
	EMPLOYEE BENEFITS TOTAL	2,027,690.00	49,831.38	549,618.57	27.11	1,478,071.43
	LOCAL OPTION SALES TAX TOTAL	1,400,000.00	961,655.41	1,731,302.66	123.66	331,302.66-
	TAX INCREMENT FINANCING TOTAL	5,244,874.00	252,059.67	2,584,602.23	49.28	2,660,271.77
	HOTEL/MOTEL/ECON DEV TOTAL	51,000.00	23,034.88	41,903.03	82.16	9,096.97
	ECO DEVELOPMENT REVOLVING TOTA	12,835.00	1,069.70	5,348.50	41.67	7,486.50
	RESTRICTED GIFTS TOTAL	4,000.00	.00	4,558.66	113.97	558.66-
	DEBT SERVICE TOTAL	5,111,325.00	117,080.88	1,281,490.82	25.07	3,829,834.18
	CP - STORM WATER TOTAL	150,000.00	.00	.00	.00	150,000.00
	CP - PARKS TOTAL	650,000.00	.00	.00	.00	650,000.00
	CP - GRIMES COMMUNITY COM TOTA	300,000.00	.00	.00	.00	300,000.00
	CP-New Jordan Well 2019 TOTAL	.00	.00	7,123.00	.00	7,123.00-
	CP-Water Tower 2019 TOTAL	.00	.00	45,825.20	.00	45,825.20-
	CP-Water Plant Exp 2019 TOTAL	2,900,000.00	.00	1,214,089.63	41.87	1,685,910.37
	WRA SANI SEWER CONNECTION TOTA	20,500,000.00	.00	.00	.00	20,500,000.00
	19TH ST SEWER EXTENSION TOTAL	1,000,000.00	.00	.00	.00	1,000,000.00
	WRA PARALLEL SEWER TOTAL	1,600,000.00	.00	.00	.00	1,600,000.00
	HWY44 & COUNTY LN RD 2020 TOTA	.00	.00	2,622.55	.00	2,622.55-
	ANN SANI SEWER I&I REHAB TOTA	250,000.00	.00	.00	.00	250,000.00
	ANNUAL SIGNAL IMPROVEMENT TOTA	750,000.00	.00	.00	.00	750,000.00
	ANNUAL WATER MAIN REPLACE TOTA	200,000.00	.00	.00	.00	200,000.00
	HW TRAIL EXTENSION TOTAL	100,000.00	.00	.00	.00	100,000.00
	N SPORTS COMPLEX PARKING TOTA	400,000.00	.00	.00	.00	400,000.00

REVENUE REPORT
CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	SPLASH PAD TOTAL	1,150,000.00	.00	.00	.00	1,150,000.00
	GRIMES LIBRARY BLDG FUND TOTA	7,075,000.00	.00	25.00	.00	7,074,975.00
	SANI SEWER STUDY TOTAL	200,000.00	.00	.00	.00	200,000.00
	ANNUAL PCC PATCHING TOTAL	150,000.00	.00	.00	.00	150,000.00
	TRAFFIC SIGNAL EQUIPMENT TOTA	75,000.00	.00	.00	.00	75,000.00
	ANNUAL PAVEMENT PRESERVE TOTA	75,000.00	.00	.00	.00	75,000.00
	EMERGENCY WATER MAIN TOTAL	.00	.00	500,000.00	.00	500,000.00-
	19TH ST WATER MAIN TOTAL	.00	3,695.69	356,768.84	.00	356,768.84-
	WW PLANT MBDR RETROFIT TOTAL	.00	.00	250,000.00	.00	250,000.00-
	WATER TOTAL	4,718,533.00	525,876.59	3,129,654.32	66.33	1,588,878.68
	WATER DEPOSITS TOTAL	15,000.00	5,936.39	34,737.87	231.59	19,737.87-
	WATER SINKING TOTAL	1,779,353.00	.00	.00	.00	1,779,353.00
	SEWER TOTAL	3,549,308.00	264,062.70	1,711,652.52	48.22	1,837,655.48
	SEWER SINKING TOTAL	375,000.00	.00	.00	.00	375,000.00
	LANDFILL/GARBAGE TOTAL	696,500.00	46,558.06	233,429.54	33.51	463,070.46
	STORM WATER TOTAL	719,850.00	64,226.67	317,574.65	44.12	402,275.35
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		76,684,893.00	2,963,357.09	20,035,101.73	26.13	56,649,791.27
		=====	=====	=====	=====	=====



Bankers Trust Credit Cards				
City of Grimes				
7015	\$24.00	Cognito-Team HTTPWWW.COGN SC		
	\$30.74	Campaign Monltor		
	\$0.31	International Trans Fee		
	\$15.89	Adobe Acrobat STD- Tammy Johnson		
	\$70.94			
Administration				
1611	\$50.00	2021 Budget Workshops - Jake		
	\$639.00	National PELRA conference - Erik		
	\$299.00	National PELRA Academy III training-Erik		
	\$33.31	Gift for Council person Altringer		
	\$132.52	quarterly birthdays staff lunch		
	\$1,153.83			
Public Works				
8021	\$21.19	Adobe PS Creative CLD Jeremy Thayer		
	\$21.19			
Develop Service				
8047	\$795.00	Residential Class - Bldg Inspector Doug		
	\$995.00	Commercial Class - Bldg Div. Admin Scott		
	\$657.00	fees for 2 commercial electric exam and 1 residential exam		
	\$903.92	Flights for Scott & Doug for classes		
	\$43.57	Costco Office Supplies		
	\$582.21	Car Rental - Scott & Doug		
	\$75.00	Heavy baggage charge - Scott reimburse		
	\$191.53	Meals - Holiday Inn, Lakewood, Innsider Bar & Grill		
	\$31.61	Meal - Scott & Doug		
	\$16.46	Meal - Scott & Doug		
	\$33.47	Meal - Scott & Doug		
	\$4.28	Meal - Scott reimbursed		
	\$29.51	Meal - Scott reimburse		
	\$51.56	Gas for rental car		
	\$46.54	Meal - Scott & Doug		
	\$86.30	Car Rental - extra driver charge		
	\$4,542.96			
Parks (GCC)				
8062	\$0.00			
Library				
8070	\$58.50	Library-PLA membership - Cail Fletcher		
	\$119.20	Library-Travel Insurance		
	\$1,833.60	Library-4 flights to PLA conference in March 2022		
	\$1,320.00	Library-4 room reservations for PLA conference		
	\$40.71	Conference meal		
	\$14.58	Conference meal		
	\$20.76	Conference meal - Cheryl reimbursed		
	\$42.66	Conference meal		
	\$22.72	Conference meal		
	\$21.86	Conference meal-Cheryl reimbursed		
	\$457.48	Hotel for ARSL conference		
	\$87.97	Walmart - Programming Supplies		
	\$21.44	Walmart - Programming Supplies		
	\$105.93	Apple music subscription		
	\$15.00	Iowa Library Assoc training - Planning Day		
	\$4,182.41			
Water/Sewer				
	\$0.00			
TOTAL		\$9,971.33		



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

AGENDA MEMO

For Meeting of December 14, 2021

AGENDA HEADING: Annexation Moratorium Agreement, Boundary Annexation Agreement with Urbandale

SYNOPSIS: For over 30 years, the City of Grimes and City of Urbandale have been party to certain agreements related to the annexation of property, as well as the adjustment of corporate boundaries. These agreements, which are authorized through Iowa Code 368.4, are permitted to exist for a period of no more than 10 years. Prior to, or following the expiration of that permitted time period, the two municipalities may choose to extend such agreements for subsequent periods. Standard notice and hearing requirements apply to these agreements.

In this particular case, there are a few considerations to be aware of with this agreement.

1. Period: This agreement will last for a period of 10 years from the date of approval (expires approximately December 2031)
2. Annexation Boundary: A new annexation boundary will be imposed. Generally speaking, this is the same annexation boundary as was included in the 2011 Agreement with Urbandale, however is extended further west, to approximately 1-mile east of Dallas Center. This annexation boundary preserves the Hwy 44 Corridor for development within the City of Grimes. While this boundary is in place for the term of the agreement, neither city will annex property on the opposite side of the boundary. A map depicting this line is included in your packet.
3. Boundary Adjustment: As was included in the prior agreements, there is language that speaks to certain properties that will transition from the City of Grimes to the City of Urbandale. Specifically, the agreement makes mention that each City will cooperate, share information and work together to file documents and petitions with the City Development Board. It is the expectation of Grimes that this process is voluntary, and at the request of the property owner. In order to effectuate this process, the City of Grimes will agree to not incentivize or offer public finance to extend public utilities to the properties. In similar fashion, the City of Urbandale may offer public financial incentives to encourage the voluntary transition.
4. Coordination Efforts: A new addition to the agreement is a provision that indicates both Cities will cooperate on infrastructure and land use/planning efforts along the boundary line. This



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will ensure that there is a practical and appropriate process to evaluate the impacts of infrastructure and land use on each respective City.

5. Centerline Annexations: Typically, all annexations must occur to the centerline of the adjoining roadway. This occasionally creates challenges with annexation applications, as islands could occur along the boundary, and due to the annexation boundary prohibiting annexation from occurring on the opposite side of each respective city, there is no remedy available. As such, we have included a provision that indicates each respective City agrees that when an annexation could result in an island, it does not need to extend to the centerline. This provision has been used in other cities for similar situations, and has allowed each respective city to continue making progress as it relates to annexation and development.

FISCAL IMPACT: In the case of this agreement, there are no anticipated costs to the City of Grimes. The City of Urbandale has agreed to cover all cost associated with the transition of properties, including legal fees, filing fees, reasonable time spent by non-exempt Grimes City staff, and any other cost.

PREVIOUS COUNCIL ACTION(S):

Approve 10 Year Agreement - 1990
Approve 10 Year Agreement - 2000
Approve 1 Year Agreement – 2010
Approve 10 Year Agreement - 2011

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

GRIMES RESOLUTION NO. 12-12-0521

RESOLUTION AUTHORIZING ENTERING INTO A BOUNDARY ADJUSTMENT ANNEXATION
MORATORIUM AGREEMENT WITH URBANDALE

WHEREAS, the City of Grimes has previously had several ten-year annexation moratorium agreements with its adjacent neighbor, the City of Urbandale, and

WHEREAS, these annexation moratorium agreements have provided both cities with orderly municipal development; and

WHEREAS, the Grimes City Council ordered that public notice be given to request receipt of oral and written public comment, and has held a public hearing to consider any oral and written comment on the attached proposed “Boundary Adjustment Annexation Moratorium Agreement”, all as provided by Iowa Code 368.4;

WHEREAS, the Grimes City Council has given the terms of the attached “Boundary Adjustment Annexation Moratorium Agreement” and the public comments received on the agreement, due consideration;

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

1. That the City of Grimes enter into the attached “Boundary Adjustment Annexation Moratorium Agreement” with the City of Urbandale, and,
2. That the Mayor and City Clerk are authorized to execute the attached “Boundary Adjustment Annexation Moratorium Agreement” on behalf of the City of Grimes.

PASSED AND APPROVED this 14th day of December, 2021.

Mayor Scott Mikkelsen

Attest: City Clerk Rochelle Williams

Boundary Adjustment Annexation Moratorium Agreement

THIS *BOUNDARY ADJUSTMENT ANNEXATION MORATORIUM AGREEMENT* (the "*Agreement*") is made and executed on the dates hereinafter indicated (pursuant to duly adopted resolutions after public notice and hearing) by and between the City of Urbandale, Iowa, ("Urbandale") an Iowa municipal corporation and the City of Grimes, Iowa, ("Grimes") an Iowa municipal corporation.¹

WITNESSETH:

WHEREAS, the Parties are authorized by Iowa Code Chapter § 368.4 to enter into boundary adjustment annexation moratorium agreements with each other to refrain from annexing specifically described territory for a period not to exceed ten (10) years; and

WHEREAS, Urbandale and Grimes are also authorized under the provisions of Chapter 368 of the Iowa Code to petition the City Development Board for boundary adjustments; and

WHEREAS, Urbandale and Grimes have also determined that it is in the public interest to cooperate to their mutual advantage as authorized under the provisions of Chapter 368 of the Iowa Code to jointly petition the City Development Board for boundary adjustments in accord with sound urban planning practices to assure the efficient and cost-effective use of public resources and specifically regarding severing the property, described on Exhibit A which is attached hereto, (the "Property") from Grimes and annexation of the Property by Urbandale; and

WHEREAS, by Resolutions adopted by the City Council of Urbandale and the City Council of Grimes this *Agreement* has been approved and its execution duly authorized.

NOW, THEREFORE in consideration of the covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS AGREED:

¹ Urbandale and Grimes are also hereinafter collectively referred to as "the Parties".

Section 1. EFFECTIVE DATE AND DURATION. This *Agreement* shall become effective the date it is filed with the City Development Board as required by Iowa Code § 368.4 and shall continue in effect for a period of ten (10) years from the date thereof.

Section 2. ANNEXATION BOUNDARY. Subject to the provisions of Section 3 below, the Parties hereby establish an *Annexation Boundary* that is depicted on Exhibit B which is attached hereto and which is legally described as follows:

Beginning at the Northeast Corner of the West One-Half of the Southeast Quarter of Section 18, Township 79 North, Range 25 West of the 5th P.M., Polk County, Iowa; thence west along the North Line of said West One-Half of the Southeast Quarter of Section 18 and along the North Line of the Southwest Quarter of said Section 18, to the East Line of the South 30.2 acres of the West 118.5 acres of the Northwest Quarter of said Section 18; thence north along the East Line of said South 30.2 acres of the West 118.5 acres of the Northwest Quarter of said Section 18 to the Northeast Corner thereof; thence west along the North Line of said South 30.2 acres of the West 118.5 acres of the Northwest Quarter of said Section 18 to a point on the West Line of said Section 18, said point also being located on the East Line of Section 13, Township 79 North, Range 26 West of the 5th P.M., Dallas County, Iowa; thence north along the East Line of said Section 13 and along the East Line of Section 12, Township 79 North, Range 26 West of the 5th P.M., Dallas County, Iowa to the Northeast Corner of said Section 12, said Corner also being the Southeast Corner of Section 1, Township 79 North, Range 26 West of the 5th P.M., Dallas County, Iowa; thence west along the South Line of said Section 1 and along the South Line of Sections 2 and 3, Township 79 North, Range 26 West of the 5th P.M., to the South Quarter Corner of said Section 3; thence north along the East Line of the South 120 Acres of the Southwest Quarter of said Section 3 to the Northeast Corner of said South 120 Acres of the Southwest Quarter of said Section 3; thence west along the North Line of said South 120 Acres of the Southwest Quarter of said Section 3 to the West Line of said Section 3; thence north along the West Line of said Section 3 to the West Quarter Corner of said Section 3, said West Quarter Corner also being the East

Quarter Corner of Section 4, Township 79 North, Range 26 West of the 5th P.M.; thence west along the North Line of the South One-Half of said Section 4 and along the North Line of the South One-Half of Sections 5 and 6, Township 79 North, Range 26 West of the 5th P.M., to the Northwest Corner of the Southeast Quarter of said Section 6, and to the Point of Terminus.

Except as provided for in Section 3 below, for the duration of this *Agreement* Urbandale agrees not to annex territory north and east of the *Annexation Boundary* and Grimes agrees not to annex territory south and west of the *Annexation Boundary*.

Section 3. BOUNDARY ADJUSTMENT. The Parties also agree that in order to assure effective and efficient urban planning and effective and efficient utilization of public resources it is in the public interest that the property depicted on Exhibit A which is attached hereto and legally described as:

The West one-half of the Southeast Quarter of Section 18; the West One-Half of the Northeast Quarter of Section 19; the Northwest Quarter of Section 19; and the Northwest Quarter of the Southwest Quarter of Section 19; all in Township 79 North, Range 25 West of the 5th P.M., Polk County, Iowa

and the tax parcel numbers for which are:

*Shafer Parcel 1 (39.092 acres): 311/00013-086-007
Shafer Parcel 2 (39.092 acres): 311/00013-086-006
Day Parcel 1 (38.190 acres): 311/00013-092-007
Day Parcel 2 (38.190 acres): 311/00013-095-010
Day Parcel 3 (30.000 acres): 311/00013-095-003
Day Parcel 4 (30.000 acres): 311/00013-092-003
Day Parcel 5 (18.000 acres): 311/00013-092-005
Harding Parcel 1 (85.810 acres): 311/00013-096-001
Harding Parcel 2 (43.040 acres): 311/00013-099-000*

(hereinafter referred to as the "*Boundary Adjustment Properties*") be severed from Grimes and annexed to Urbandale.

The Parties agree that the provisions of Section 2 above shall not be construed so as to preclude or prevent the severance of the *Boundary Adjustment Properties* from Grimes and the annexation of the *Boundary Adjustment Properties* to Urbandale after the Effective Date of this Agreement.

The Parties also agree to cooperate, share information and work together to prepare and cause to be filed such petitions with the City Development Board and such other documents as are necessary to facilitate and effectuate the severance of the *Boundary Adjustment Properties* from Grimes and the annexation of the *Boundary Adjustment Properties* to Urbandale. The process to sever the *Boundary Adjustment Properties* from Grimes and annex the same into Urbandale will begin as soon as practically feasible after approval of this Agreement. Each will do all things necessary to unequivocally support said severance and annexation and will not take any actions that directly or indirectly impede the severance and annexation. In addition, Grimes agrees that it will not offer tax increment financing, tax abatement or a development agreement which provides financing from Grimes to assist in the landowner's cost of the extension of public improvements in the *Boundary Adjustment Properties*, and that Urbandale may offer such municipal financial incentives to encourage voluntary severance of the *Boundary Adjustment Properties* from Grimes.

Urbandale shall pay all legal fees, City Development Board filing fees, and other costs associated with severance of the *Boundary Adjustment Properties* from Grimes and the annexation of the *Boundary Adjustment Properties* to Urbandale. Any reasonable time spent by Grimes hourly staff (non-salary employees) dealing with reviews and concerns from Grimes residents regarding the severance and annexation of the Property will be tracked and invoiced to the City of Urbandale for payment.

Section 4. NULLIFICATION OF PRIOR ANNEXATION AGREEMENT. The Parties agree that the *Annexation Agreement* entered into by them on or about July 12, 2011, is expired, void and of no further force and effect.

Section 5. APPLICATION. Grimes and Urbandale agree to not annex territory in violation of this Agreement, and the Parties agree not to aid or support in any way, any person, party, agency, governmental body, or other entity who may oppose, enjoin, or obstruct the other in the pursuit of

any annexation that conforms with this *Agreement* or who may oppose, enjoin, or obstruct the severance of the *Boundary Adjustment Properties* from Grimes and the annexation of the *Boundary Adjustment Properties* to Urbandale. Grimes and Urbandale agree that applications for annexation that do not extend to the centerline of any roadway adjacent to the Annexation Boundary may be submitted to the City Development Board for consideration and action, if such annexation to the centerline would create an island as defined by Iowa Code Chapter 368.

Section 6. COORDINATION ON BOUNDARY PUBLIC INFRASTRUCTURE. The Parties agree to coordinate on the planning, design and construction of all public infrastructure, including but not limited to streets, storm and sanitary sewers, water lines, traffic signals, street lighting and pedestrian pathways located on or along the *Annexation Boundary*.

Section 7. LANDUSE AND DEVELOPMENT COORDINATION The Parties agree to coordinate and facilitate a cohesive development strategy within 600 feet of the Annexation Moratorium Boundary depicted on Exhibit B. Coordination shall include an opportunity to comment on development review, parks and trails planning, and compatible land use planning.

Section 8. RIGHTS AND OBLIGATIONS. This *Agreement* creates rights and obligations only between the Parties as governmental entities, and is to be interpreted, applied, and enforced only by the Parties. It is not intended and shall not be interpreted to create any rights, title or interest in any other person, firm, cooperation, or entity, whether or not a resident or taxpayer of either city, and whether directly or as a third-party beneficiary.

Section 9. STATUTORY AUTHORITY. This *Agreement* is entered into pursuant to Iowa Code § 368.4 and is a joint exercise of governmental powers by the Parties pursuant to Iowa Code Chapter 28E. It does not create a separate legal entity; grants no power to purchase, own, or mortgage real or personal property; creates no governing board; and does not have an operating budget.

Section 10. SEVERABILITY. If any section, provision, or part of this *Agreement* shall be adjudged invalid or

unconstitutional, such adjudication shall not affect the validity of any section, provision, or part of this *Agreement* not adjudged invalid or unconstitutional.

Section 11. MISCELLANEOUS PROVISIONS.

a. **Governing Law.** This *Agreement* shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. Nothing herein shall be construed to relieve any party of any obligation or responsibility imposed upon it by law.

b. **Further Assurances.** Both parties shall take such actions and execute all such documents as are necessary to effectuate the purposes of this *Agreement*.

c. **Construction.** The Parties agree this *Agreement* was prepared by the combined efforts of the Parties and their attorneys and that this *Agreement* shall not be construed against any party as the drafter of this *Agreement*.

d. **Amendments.** This *Agreement* may not be changed or amended except by a written amendment hereto approved by the City Councils of Urbandale and Grimes.

e. **Urbandale shall be responsible for preparing all news releases and for preparing all other general public notifications regarding severance and annexation of the Property – all of which shall be submitted to Grimes for a reasonable opportunity for approval before they are sent. Such notices shall direct that Urbandale is the entity to be contacted with questions about severance and annexation of the Property.**

f. **Time Is of the Essence.** Time is of the essence in the performance of this *Agreement*.

g. **Complete Agreement.** This *Agreement* constitutes the entire, complete and final *Agreement* of the Parties with respect to the subject matter herein and supersedes all prior understandings, undertakings, negotiations, representations, statements and agreements.

h. **Other Agreements Not Affected.** Other existing agreements between the parties shall not be affected by the adoption of this *Agreement*.

i. Execution. This *Agreement* may be executed in counterparts and merged as a single document and same shall be deemed as legally binding as if the Parties had simultaneously executed same in the presence of one another.

Section 12. APPROVAL / AUTHORIZATION. By their signatures below, the representatives of the respective parties confirm that this *Agreement* has been approved and its execution authorized by the City Council of Urbandale and the City Council of Grimes and each party agrees to be fully bound by and faithfully perform all terms hereof.

In witness whereof, the parties, acting under authority of their respective governing bodies, have caused this *Agreement* to be executed in two counterparts, each of which shall be deemed to be an original.

(signature pages to follow)

CITY OF URBANDALE, IOWA:

By: _____
Robert D. Andeweg, Mayor Date

By: _____
Nicole Lunders, City Clerk Date

STATE OF IOWA)
)ss:
POLK COUNTY)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert D. Andeweg and Nicole Lunders, 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 Urbandale, 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 Number _____ passed by the Urbandale City Council, under Roll Call Number _____ of the Urbandale City Council on the _____ day of _____, 2021, and that Robert D. Andeweg and Nicole Lunders 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.

Iowa Notary Public

CITY OF GRIMES, IOWA:

By: _____
Scott Mikkelsen, Mayor Date

By: _____
Rochelle Williams, City Clerk Date

STATE OF IOWA)
)ss:
POLK COUNTY)

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 Number _____ passed by the Grimes City Council, under Roll Call Number _____ of the Grimes 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.

Iowa Notary Public

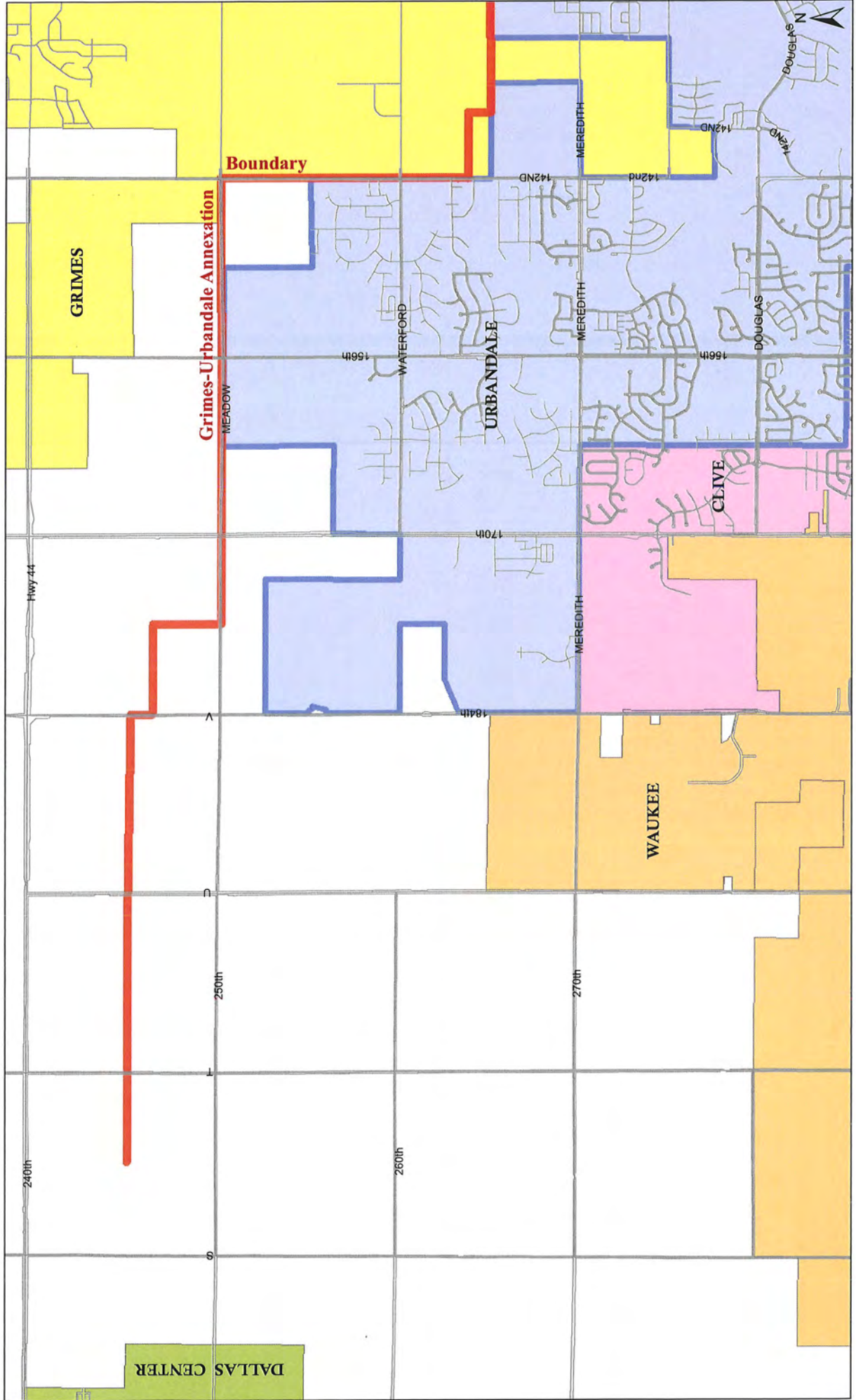
EXHIBIT A – BOUNDARY ADJUSTMENT

The West one-half of the Southeast Quarter of Section 18; the West One-Half of the Northeast Quarter of Section 19; the Northwest Quarter of Section 19; and the Northwest Quarter of the Southwest Quarter of Section 19; all in Township 79 North, Range 25 West of the 5th P.M., Polk County, Iowa

and the tax parcel numbers for which are:

*Shafer Parcel 1 (39.092 acres): 311/00013-086-007
Shafer Parcel 2 (39.092 acres): 311/00013-086-006
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Day Parcel 3 (30.000 acres): 311/00013-095-003
Day Parcel 4 (30.000 acres): 311/00013-092-003
Day Parcel 5 (18.000 acres): 311/00013-092-005
Harding Parcel 1 (85.810 acres): 311/00013-096-001
Harding Parcel 2 (43.040 acres): 311/00013-099-000*

Exhibit B





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

AGENDA MEMO

For Meeting of December 14, 2021

AGENDA HEADING: Resolution Authorizing Entering into a 28E Agreement with the City of Urbandale Regarding Sewer Construction

SYNOPSIS: In 2018, the City of Johnston approached the City of Grimes regarding the reconstruction/widening of 100th Street, north of SE 37th Street. A joint application between the two cities was submitted to the Des Moines MPO, and funds totaling \$750,000 were awarded to the project. The City of Johnston and City of Grimes have negotiated a 28E Agreement regarding the reconstruction, which is attached for your review and reference.

In this particular case, there are a few considerations to be aware of with this agreement.

1. Easements: The City of Urbandale will grant to the City of Grimes, all necessary easement to construct the WRA Connector Project, by January 1, 2022.
2. Coordination: The City of Grimes will be responsible for preparing all news releases and notices, and will be responsible for reimbursing the City of Urbandale for any time spent by non-exempt staff.
3. Construction: The City of Urbandale has included a number of requirements related to the construction of the project. A majority of the requirements are standard within the construction industry, and did not represent a significant increase in cost to the project.
4. Sewer Capacity: The City of Grimes has agreed to ensure that the sewer project is designed to handle future contributing flow from Urbandale, as well as Grimes.

FISCAL IMPACT: In the case of this agreement, the anticipated costs associated with the requirements Urbandale have included associated with the sewer are covered within the project construction cost.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

GRIMES RESOLUTION NO. 12-0621

RESOLUTION AUTHORIZING ENTERING INTO A 28E AGREEMENT WITH URBANDALE
REGARDING SANITARY SEWER PROJECT

WHEREAS, the City of Grimes (Grimes) is in the process of construction of a sanitary sewer line to connect Grimes to waste water sanitary services provided by the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), and

WHEREAS, the sanitary sewer line will need to be constructed, in part, across land owned by the City of Urbandale (Urbandale); and

WHEREAS, Urbandale proposed to provide easements for the sanitary sewer agreement across Urbandale city land and agreement on use of Grimes new sewer capacity pursuant to the terms of the attached Joint Agreement under Iowa Code Chapter 28E Regarding Sanitary Sewer Project Coordination and Connection;

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

1. That the City of Grimes enter into the attached 28E Agreement with the City of Urbandale, and,
2. That the Mayor and City Clerk are authorized to execute the attached 28E Agreement on behalf of the City of Grimes.

PASSED AND APPROVED this 14th day of December, 2021.

Mayor Scott Mikkelsen

By: _____

Attest: City Clerk Rochelle Williams

By: _____

GRIMES RESOLUTION NO. 12-0621

RESOLUTION AUTHORIZING ENTERING INTO A 28E AGREEMENT WITH URBANDALE
REGARDING SANITARY SEWER PROJECT

WHEREAS, the City of Grimes (Grimes) is in the process of construction of a sanitary sewer line to connect Grimes to waste water sanitary services provided by the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), and

WHEREAS, the sanitary sewer line will need to be constructed, in part, across land owned by the City of Urbandale (Urbandale); and

WHEREAS, Urbandale proposed to provide easements for the sanitary sewer agreement across Urbandale city land and agreement on use of Grimes new sewer capacity pursuant to the terms of the attached Joint Agreement under Iowa Code Chapter 28E Regarding Sanitary Sewer Project Coordination and Connection;

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

1. That the City of Grimes enter into the attached 28E Agreement with the City of Urbandale, and,
2. That the Mayor and City Clerk are authorized to execute the attached 28E Agreement on behalf of the City of Grimes.

PASSED AND APPROVED this 14th day of December, 2021.

Mayor Scott Mikkelsen

By: _____

Attest: City Clerk Rochelle Williams

By: _____

**JOINT AGREEMENT UNDER IOWA CODE CHAPTER 28E
REGARDING SANITARY SEWER PROJECT COORDINATION
AND CONNECTION**

THIS AGREEMENT made and executed on the dates hereinafter indicated by and between the City of Urbandale, Iowa, ("Urbandale") an Iowa municipal corporation and the City of Grimes, Iowa, ("Grimes") an Iowa municipal corporation.¹

W I T N E S S E T H:

WHEREAS, the Parties are authorized by Iowa Code Chapter 28E to enter into Agreements for joint and cooperative actions to their mutual advantage; and

WHEREAS, Urbandale and Grimes have determined that it is in the public interest to cooperate to their mutual advantage and benefit to their citizens to facilitate coordination and construction of a Sanitary Sewer Trunk Line Project (the "Sanitary Sewer Project") by Grimes – part of which Sanitary Sewer Project passes through Urbandale (including through part of Urbandale's parkland and park system) and connects to the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA") sewer in Urbandale, as shown on Exhibit A.

NOW, THEREFORE IN CONSIDERATION OF THE COVENANTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND PURSUANT TO RESOLUTIONS ADOPTED BY THE CITY COUNCIL OF URBANDALE AND THE CITY COUNCIL OF GRIMES APPROVING THIS AGREEMENT IT IS AGREED BETWEEN URBANDALE AND GRIMES AS FOLLOWS:

¹ Urbandale and Grimes are also hereinafter collectively referred to as "the Parties".

Section 1. EFFECTIVE DATE AND DURATION. This Agreement shall become effective the date it is filed with the Iowa Secretary of State as required by Iowa Code §28E.8 and shall continue in effect until all actions required hereby are completed and all terms and provisions hereof have been fulfilled.

Section 2. NO SEPARATE LEGAL OR ADMINISTRATIVE ENTITY. This Agreement does not establish a separate legal or administrative entity in order to conduct or administer or carry out the purposes of this Agreement.

Section 3. PURPOSES. The purpose of this Agreement is to set forth the terms and conditions under which the Parties will cooperate and effectuate to their mutual advantage all actions and undertakings regarding coordination and construction of the Sanitary Sewer Project by Grimes – part of which Sanitary Sewer Project passes through Urbandale and connects to WRA.

Section 4. FINANCING. The manner of financing the cooperative undertakings required of each Party are hereinafter set forth.

Section 5. EASEMENTS. By no later than January 1, 2022, Urbandale agrees to grant Grimes, the necessary permanent and temporary easements on a form acceptable to Grimes, Urbandale, and the WRA, as shown on Exhibit B.

Section 6. COORDINATION AND CONSTRUCTION OF THE SANITARY SEWER PROJECT AND CONNECTION TO WRA AND RELATED MATTERS. Regarding the Sanitary Sewer Project, the Parties agree as follows:

a. The design of the Sanitary Sewer Project must be sufficient to handle all future wastewater flows from Grimes through the year December 31, 2050 based on currently available growth and anticipated usage data. All design calculations and documents shall be submitted to and must be approved by both Parties.

b. Grimes shall be responsible for preparing all news releases for the Sanitary Sewer Project and for preparing all other general public notifications regarding the Sanitary Sewer Project – all of which shall be

submitted to Urbandale for a reasonable opportunity for approval before they are sent. Such notices shall direct that Grimes is the entity to be contacted with questions about the Sanitary Sewer Project.

c. Any reasonable time spent by Urbandale hourly staff (non-salary employees) dealing with reviews and concerns from Urbandale residents regarding the Sanitary Sewer Project will be tracked and invoiced to the City of Grimes for payment.

d. Grimes and Urbandale in consultation with WRA staff will mutually agree upon acceptable easement language that ensures Urbandale may make such improvements to its parkland and park system that the Sanitary Sewer Project passes through as Urbandale deems necessary and beneficial to the public's use of Urbandale's parkland and park system.

e. Urbandale will inspect and must approve all public infrastructure installed in Urbandale (other than the main trunk sewer which will be constructed as part of the Sanitary Sewer Project), and all such public infrastructure shall be constructed to Urbandale standards. Urbandale's inspection time will be tracked and invoiced to the City of Grimes.

f. Design of all Urbandale public improvements shall be at the same detail as was originally designed when it was built.

g. All work performed regarding the Sanitary Sewer Project must have a four (4) year maintenance bond which will pay for the costs of repairing trench settlement and for the costs of repairing or replacing failed or defective public sanitary sewer infrastructure installed as a part of the Sanitary Sewer Project.

h. No section of Urbandale's parkland and park system, or any trail in the park system, shall be closed for a period of more than 180 days (without regard to whether such days are consecutive or non-consecutive) during construction of the Sanitary Sewer Project.

i. All work related to repairs or replacements or restorations of trails impacted by the Sanitary Sewer Project must be undertaken in a good workmanlike manner and in accordance with Americans with Disabilities Act standards, where applicable and feasible.

j. All areas (and the fixtures, infrastructure and real and tangible personal property located therein) disturbed or damaged by the Sanitary Sewer Project shall be restored by Grimes at its sole expense to its pre-existing condition as documented by subparagraph [k] below.

k. Prior to commencement of the Sanitary Sewer Project the entire Sanitary Sewer Project area must be documented with both aerial (drone) and pedestrian (bike) video footage and each Party shall receive a duplicate original of such documentation.

l. Any trees damaged, affected or removed as part of the Sanitary Sewer Project shall be replaced. For each tree removed, two (2) trees will be required to be replaced. Replacement tree types and sizes must be approved by Urbandale. All evergreen trees removed must be replaced with similar trees a minimum of 5-6 ft. tall. All overstory trees removed must be replaced with similar trees a minimum of 1" in caliper.

m. A two (2) year warranty will be required on all trees.

n. If removed trees are part of an approved and active mitigation program, Grimes will do all monitoring for the remainder of the mitigation plan.

o. Turf and grass in areas disturbed must be re-established by Grimes, and a 90-95% coverage/re-establishment will be required before it is accepted by Urbandale.

p. Urbandale will select the type of seed that will be used for seeding and reseeding of disturbed areas. A different mix will be required next to the trails, as compared to more open areas.

q. Any area that is impacted next to a creek will require creek armoring for erosion control to be paid for by Grimes.

r. Any trunk sewer that is in the area of the oxbows in Waterford Park will be bored so as to not in any way negatively impact such oxbow.

s. All silt fence or silt socks installed as part of the Sanitary Sewer Project must be removed by the City of Grimes in areas where there is 95% establishment of turf.

t. Trail closure detour routes must be identified as part of the Sanitary Sewer Project and Grimes will install signage informing of trail closure detour routes and also signage informing of trail closures at least ½ mile from where a trail is closed.

u. To eliminate drainage problems in the areas where trunk sewers have been installed due to the compacted sewer trench, Grimes will install at its expense continuous tile on each side of the sanitary sewer line to allow ground water to cross the trench at agreed upon sites in accordance with generally acceptable engineering practices for such matters.

v. North of Douglas Parkway the new trunk sewer cannot be installed in the future park access roadway and its design must include manholes for the sewer being located outside of the pavement.

w. All costs associated with Grimes' connection to the WRA, including restoration of public right of way disturbed by such connection, shall be paid by Grimes.

Section 7. SEWER CAPACITY. Grimes agrees to ensure that the Sanitary Sewer Project is designed to handle future contributing flows for the Urbandale Sanitary Sewer District and City of Waukee, in addition to those necessary to serve Grimes.

Section 8. TERMINATION AND PROPERTY DISPOSITION. This Agreement may be terminated by mutual agreement of the parties and if terminated the disposition of real and personal property that must be disposed of shall be done in accordance with the provisions of Iowa law applicable to the disposition of such by public bodies.

Section 9. UNDERTAKINGS. The Parties shall undertake all actions as authorized by law and necessary to accomplish and complete the terms of this Agreement and neither party shall take any action which would in any way jeopardize accomplishment of the objects of this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

a. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. Nothing herein

shall be construed to relieve any party of any obligation or responsibility imposed upon it by law.

b. Further Assurances. Both parties shall take such actions and execute all such documents as are necessary to effectuate the purposes of this Agreement.

c. Construction. The Parties agree this Agreement was prepared by the combined efforts of the Parties and their attorneys and that this Agreement shall not be construed against any party as the drafter of this Agreement.

d. Amendments. This Agreement may not be changed or amended except by a written amendment hereto approved by the City Councils of Urbandale and Grimes.

e. Time Is of the Essence. Time is of the essence in the performance of this Agreement.

f. Severability. If any one or more of the provisions of this Agreement are declared unconstitutional or contrary to law, the validity of the remainder thereof shall not be thereby affected.

g. Complete Agreement. This Agreement constitutes the entire, complete and final agreement of the Parties with respect to the subject matter herein and supersedes all prior understandings, undertakings, negotiations, representations, statements and agreements.

h. Other Agreements Not Affected. Other existing agreements between the parties shall not be affected by the adoption of this Agreement.

i. Execution. This Agreement may be executed in counterparts and merged as a single document and same shall be deemed as legally binding as if the Parties had simultaneously executed same in the presence of one another.

Section 11. APPROVAL / AUTHORIZATION. By their signatures below, the representatives of the respective parties confirm that this Agreement has been approved and its execution authorized by the City Council of Urbandale and the City Council of Grimes and each party agrees to be fully bound by and faithfully perform all terms hereof.

In witness whereof, the parties, acting under authority of their respective governing bodies, have caused this Agreement to be executed in _____ counter parts, each of which shall be deemed to be an original.

(signature pages will follow)

CITY OF URBANDALE, IOWA:

By: _____
Mayor Robert D. Andeweg Date

By: _____
City Clerk Nicole Lunders Date

STATE OF IOWA)
)ss:
POLK COUNTY)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert D. Andeweg and Nicole Lunders, 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 Urbandale, 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 Number _____ passed by the Urbandale City Council, under Roll Call Number _____ of the Urbandale City Council on the _____ day of _____, 2021, and that Robert D. Andeweg and Nicole Lunders 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.

Iowa Notary Public

CITY OF GRIMES, IOWA:

By: _____
Mayor Scott Mikkelsen Date

By: _____
City Clerk Rochelle Williams Date

STATE OF IOWA)
)ss:
POLK COUNTY)

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 Number _____ passed by the Grimes City Council, under Roll Call Number _____ of the Grimes 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.

Iowa Notary Public

Exhibit A
Route Map

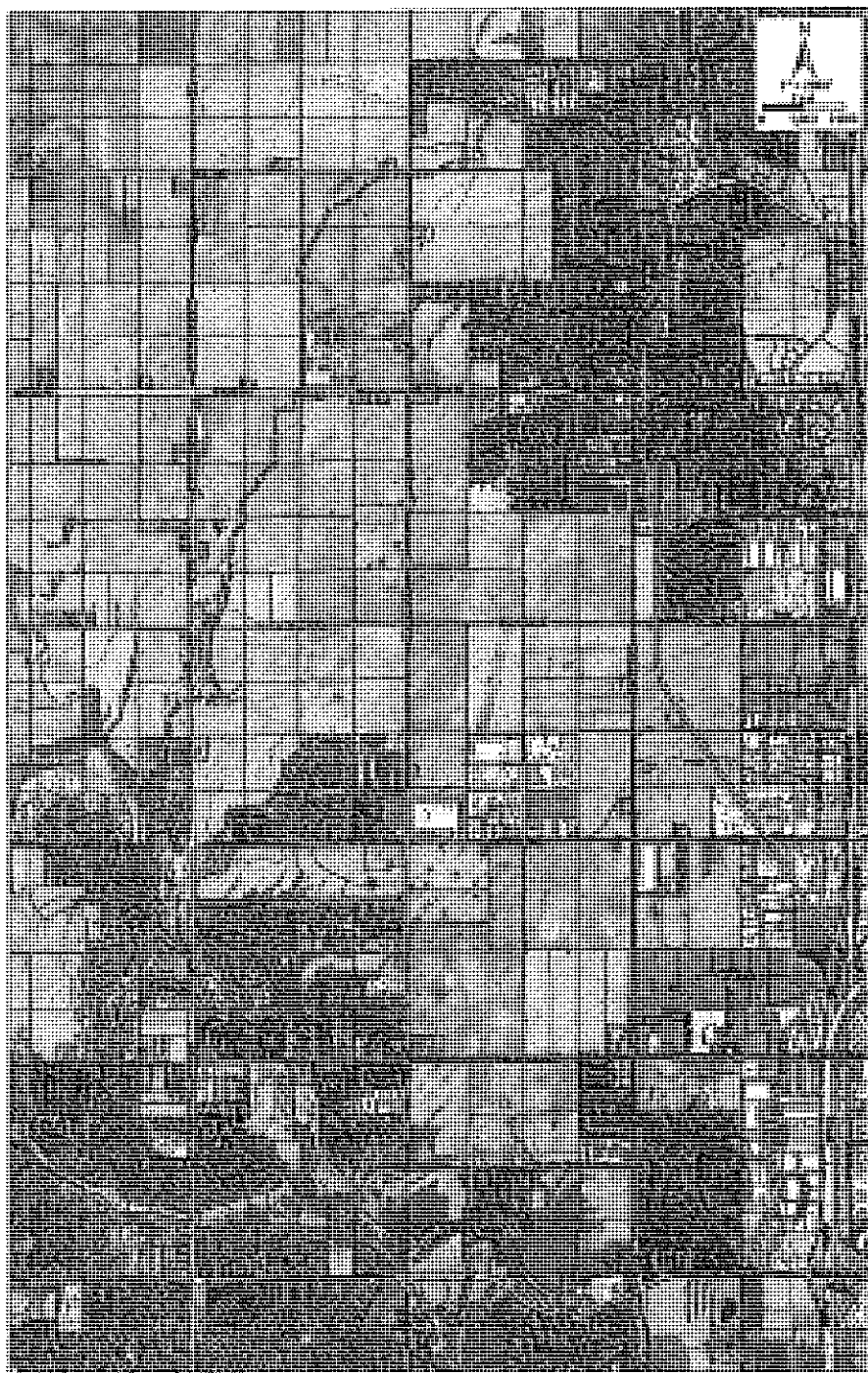


Exhibit B

Temporary and Permanent Easements

Prepared by: Alecia A. Meulenens, 699 Walnut Street, Ste. 2000, Des Moines, IA 50309 Phone: (515) 288-6041
Return to: Alex S. Pfaltzgraff, City of Grimes, 410 SE Main Street, Grimes, IA 50111
Project: Grimes Sewer Connector

TEMPORARY EASEMENT FOR CONSTRUCTION AND CONSTRUCTION-RELATED ACTIVITIES

The City of Urbandale, Iowa, a municipal corporation (hereinafter referred to as the "Grantor"), in consideration of _____ and No/100 Dollars (\$_____.00) to be paid by the City of Grimes, Iowa (hereinafter referred to as the "Grantee" or "City"), upon final approval and acceptance of this Easement by the City Council of the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa, a Temporary Easement for Construction and Construction-Related Activities under, over, through and across the following described property:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN LOT 'A' AND IN OUTLOT "P" IN BENT CREEK ESTATES PLAT 4, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING PART OF THE CITY OF URBANDALE AND IN LOT "CC" IN PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M, AS SHOWN ON THE PLAT OF SURVEY THEREOF RECORDED IN BOOK 2014 ON PAGE 6552 IN THE DALLAS COUNTY RECORDER'S OFFICE, ALL IN DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED IN TWO (2) SEGMENTS AS FOLLOWS:

SEGMENT 1:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION SECTION 13; THENCE SOUTH 00°01'59" WEST ALONG THE WEST LINE OF SAID SECTION 13, 360.81 FEET; THENCE NORTH 89°18'49" WEST, 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 165th STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°18'49" EAST, 133.03 FEET; THENCE SOUTH 07°11'19" EAST, 99.44 FEET; THENCE SOUTH 77°03'20" EAST, 205.01 FEET; THENCE SOUTH 02°01'30" EAST, 350.39 FEET; THENCE NORTH 88°44'59" EAST, 366.72 FEET;

THENCE SOUTH 50°40'17" EAST, 204.59 FEET TO THE NORTH LINE OF SAID LOT "CC"; THENCE NORTH 89°36'16" EAST ALONG SAID NORTH LINE, 280.08 FEET; THENCE SOUTH 37°44'31" EAST, 144.98 FEET TO THE EAST LINE OF SAID LOT "CC"; THENCE SOUTH 00°05'41" EAST ALONG SAID EAST LINE, 90.05 FEET; THENCE NORTH 37°44'31" WEST, 189.06 FEET; THENCE SOUTH 89°36'16" WEST, 272.73 FEET; THENCE NORTH 50°40'17" WEST, 204.12 FEET; THENCE SOUTH 88°44'59" WEST, 400.62 FEET; THENCE NORTH 02°03'20" WEST, 350.38 FEET; THENCE NORTH 39°33'20" WEST, 19.18 FEET; THENCE NORTH 77°03'20" WEST, 188.94 FEET; THENCE NORTH 07°11'19" WEST, 77.18 FEET; THENCE NORTH 48°15'01" WEST, 19.24 FEET; THENCE NORTH 89°18'49" WEST, 71.66 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 00°01'59" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 98,867 SQUARE FEET OR 2.27 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

SEGMENT 2:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 13; THENCE SOUTH 00°01'59" WEST ALONG THE WEST LINE OF SAID SECTION 13, 445.82 FEET; THENCE SOUTH 89°18'49" EAST, 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 156th STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°18'49" EAST, 57.91 FEET; THENCE SOUTH 07°11'19" EAST, 73.51 FEET; THENCE SOUTH 42°07'20" EAST, 18.44 FEET; THENCE SOUTH 77°03'20" EAST, 187.72 FEET; THENCE SOUTH 02°03'20" EAST, 353.67 FEET; THENCE SOUTH 46°15'01" EAST, 21.73 FEET; THENCE NORTH 88°44'59" EAST, 403.96 FEET; THENCE SOUTH 50°40'17" EAST, 203.87 FEET; THENCE NORTH 89°36'16" EAST, 268.72 FEET; THENCE SOUTH 37°44'31" EAST, 188.09 FEET; THENCE SOUTH 71°18'22" EAST, 16.14 FEET TO THE EAST LINE OF SAID LOT "CC"; THENCE SOUTH 00°05'41" EAST ALONG SAID EAST LINE, 58.21 FEET; THENCE SOUTH 70°47'24" WEST, 29.92 FEET; THENCE NORTH 37°44'31" WEST, 210.90 FEET; THENCE SOUTH 89°36'16" WEST, 261.38 FEET; THENCE NORTH 50°40'17" WEST, 219.06 FEET TO THE NORTH LINE OF SAID LOT "CC"; THENCE SOUTH 89°36'16" WEST ALONG SAID NORTH LINE, 441.71 FEET; THENCE NORTH 02°00'24" WEST, 364.29 FEET; THENCE NORTH 77°03'20" WEST, 195.18 FEET; THENCE NORTH 07°11'19" WEST, 75.26 FEET; THENCE NORTH 89°18'49" WEST, 9.30 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 00°01'59" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 94,091 SQUARE FEET OR 2.16 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

TOTAL AREA CONTAINING 192,958 SQUARE FEET OR 4.43 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

(hereinafter referred to as the "Easement Area") Said Easement allows the Grantee, its agents, contractors and employees, and other permitted parties including but not limited to electric, cable and telecommunications utilities and their respective agents, contractors and employees, a right of entry in, upon and onto the above described Easement Area for the Grimes Sewer Connector Project ("Project"), which purpose includes any and all construction-related activities, and includes but is not limited to the following: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) trimming and/or removal of trees and landscaping within or encroaching upon the Easement Area; (4) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area; (5) laying, constructing, maintaining, operating, repairing and removing underground conduit, wires, cables, poles, guys, guy stubs, anchors and other necessary equipment incident thereto (including but not limited to transformers, switchgears, capacitors and other associated surface mounted equipment); and (6) soil and groundwater analysis and related requirements.

It is understood that, upon completion of this Project, the Grantee shall restore the Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the Grantee and/or permitted parties during the course of construction, except that the following items shall not be restored by the Grantee or permitted parties but are instead compensated for the consideration paid for in this Easement by the Grantee as set forth above. (List items below or state "none").

NONE

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the Grantee and shall be subject to the following terms and conditions to which the Grantee, upon acceptance of this instrument by the Grantee, shall be deemed and to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Easement Area described shall be in effect beginning on the date that the Grantor signs this document until completion of construction of this improvement above described and the Grantee's performance of its obligation hereunder. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.

2. **GRANTOR'S REPRESENTATION AS TO TENANTS.**

The Grantor states and warrants that there are no tenants on the property where the Property Interests are located.

Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify Grantee against any such claims as a result of this Project, unless the claim is due to Grantee's gross negligence.

3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the Grantee and/or permitted parties will remove all of said materials and equipment from the above described premises within 10 days after the above described Project has been completed.

4. **SPECIAL PROVISIONS.** NONE.

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Signed this _____ day of _____, 20____.

CITY OF URBANDALE, GRANTOR

By: _____
Bob Andeweg, Mayor

Attest:

Nicole Lunders, 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 Bob Andeweg and Nicole Lunders, 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 Urbandale, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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

APPROVAL AND ACCEPTANCE BY GRANTEE:

CITY OF GRIMES, IOWA:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

Prepared by: Alecia A. Meuleners, 699 Walnut Street, Ste. 2000, Des Moines, IA 50309 Phone: (515) 288-6041
Return to: Alex S. Pfaltzgraff, City of Grimes, 410 SE Main Street, Grimes, IA 50111
Project: Grimes Sewer Connector

TEMPORARY EASEMENT FOR CONSTRUCTION AND CONSTRUCTION-RELATED ACTIVITIES

The City of Urbandale, Iowa, a municipal corporation (hereinafter referred to as the "Grantor"), in consideration of _____ and No/100 Dollars (\$_____.00) to be paid by the City of Grimes, Iowa (hereinafter referred to as the "Grantee" or "City"), upon final approval and acceptance of this Easement by the City Council of the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa, a Temporary Easement for Construction and Construction-Related Activities under, over, through and across the following described property:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN LOT 1 OF THE CORRECTED FINAL PLAT OF WALNUT MEADOWS SUBDIVISION AND LOCATED IN OUTLOT D OF URBAN HILLS PLAT 2, BOTH OFFICIAL PLATS, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF URBANDALE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED IN TWO (2) SEGMENTS AS FOLLOWS:

SEGMENT 1:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA; THENCE NORTH 89°24'20" WEST ALONG THE SOUTH LINE OF SAID SECTION 11 AND SAID WALNUT MEADOWS SUBDIVISION, 1070.93 FEET; THENCE NORTH 16°03'43" WEST, 46.97 FEET TO THE SOUTH LINE OF SAID LOT 1, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 16°03'43" WEST, 210.70 FEET; THENCE NORTH 00°03'03" WEST, 509.01 FEET; THENCE NORTH 32°17'05" WEST, 420.83 FEET; THENCE NORTH 00°19'17" WEST, 158.87 FEET TO THE NORTH LINE OF SAID OUTLOT D; THENCE SOUTH 89°19'41" EAST ALONG SAID NORTH LINE, 50.63 FEET TO THE

NORTHEAST CORNER THEREOF; THENCE SOUTH 00°06'04" EAST ALONG THE EAST LINE OF SAID OUTLOT D, 18.10 FEET; THENCE SOUTH 67°46'47" WEST, 16.76 FEET; THENCE SOUTH 00°19'17" EAST, 123.62 FEET; THENCE SOUTH 32°17'05" EAST, 420.92 FEET; THENCE SOUTH 00°03'03" EAST, 514.20 FEET; THENCE SOUTH 16°03'46" EAST, 216.25 FEET TO SAID SOUTH LINE OF LOT 1; THENCE NORTH 89°24'20" WEST ALONG SAID SOUTH LINE, 36.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 46,031 SQUARE FEET OR 1.06 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

SEGMENT 2:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA; THENCE NORTH 89°24'20" WEST ALONG THE SOUTH LINE OF SAID SECTION 11 AND SAID WALNUT MEADOWS SUBDIVISION, 1003.08 FEET; THENCE NORTH 16°03'46" WEST, 46.97 FEET TO THE SOUTH LINE OF SAID LOT 1, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 16°03'43" WEST, 221.01 FEET; THENCE NORTH 00°03'03" WEST, 518.65 FEET; THENCE NORTH 32°17'05" WEST, 421.00 FEET; THENCE NORTH 00°19'17" WEST, 44.19 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 88°43'24" EAST ALONG SAID NORTH LINE, 35.01 FEET; THENCE SOUTH 00°19'17" EAST, 33.19 FEET; THENCE SOUTH 32°17'05" EAST, 419.71 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00°18'58" WEST ALONG SAID EAST LINE, 510.65 FEET; THENCE SOUTH 16°02'09" EAST, 241.47 FEET TO SAID SOUTH LINE OF LOT 1; THENCE NORTH 89°24'20" WEST ALONG SAID SOUTH LINE, 36.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 40,941 SQUARE FEET OR 0.94 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

TOTAL AREA CONTAINING 86,972 SQUARE FEET OR 2.00 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

(hereinafter referred to as the "Easement Area") Said Easement allows the Grantor, its agents, contractors and employees, and other permitted parties including but not limited to electric, cable and telecommunications utilities and their respective agents, contractors and employees, a right

of entry in, upon and onto the above described Easement Area for the Grimes Sewer Connector Project ("Project"), which purpose includes any and all construction-related activities, and includes but is not limited to the following: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) trimming and/or removal of trees and landscaping within or encroaching upon the Easement Area; (4) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area; (5) laying, constructing, maintaining, operating, repairing and removing underground conduit, wires, cables, poles, guys, guy stubs, anchors and other necessary equipment incident thereto (including but not limited to transformers, switchgears, capacitors and other associated surface mounted equipment); and (6) soil and groundwater analysis and related requirements.

It is understood that, upon completion of this Project, the Grantee shall restore the Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the Grantee and/or permitted parties during the course of construction, except that the following items shall not be restored by the Grantee or permitted parties but are instead compensated for the consideration paid for in this Easement by the Grantee as set forth above. (List items below or state "none").

NONE

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the Grantee and shall be subject to the following terms and conditions to which the Grantee, upon acceptance of this instrument by the Grantee, shall be deemed and to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Easement Area described shall be in effect beginning on the date that the Grantor signs this document until completion of construction of this improvement above described and the Grantee's performance of its obligation hereunder. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.

2. **GRANTOR'S REPRESENTATION AS TO TENANTS.**

The Grantor states and warrants that there are no tenants on the property where the Property Interests are located.

Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify Grantee against any such claims as a result of this Project, unless the claim is due to Grantee's gross negligence.

3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the Grantee and/or permitted parties will remove all of said materials and equipment from the above described premises within 10 days after the above described Project has been completed.
4. **SPECIAL PROVISIONS.** NONE.

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Signed this _____ day of _____, 20____.

CITY OF URBANDALE, GRANTOR

By: _____
Bob Andeweg, Mayor

Attest:

Nicole Lunders, 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 Bob Andeweg and Nicole Lunders, 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 Urbandale, 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 the authority of its City Council, under Roll Call No. ____-_____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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

APPROVAL AND ACCEPTANCE BY GRANTEE:

CITY OF GRIMES, IOWA:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

Prepared by: Alecia A. Meulenens, 699 Walnut Street, Ste. 2000, Des Moines, IA 50309 Phone: (515) 288-6041
Return to: Alex S. Pfaltzgraff, City of Grimes, 410 SE Main Street, Grimes, IA 50111
Project: Grimes Sewer Connector

TEMPORARY EASEMENT FOR CONSTRUCTION AND CONSTRUCTION-RELATED ACTIVITIES

The City of Urbandale, Iowa, a municipal corporation (hereinafter referred to as the "Grantor"), in consideration of _____ and No/100 Dollars (\$_____.00) to be paid by the City of Grimes, Iowa (hereinafter referred to as the "Grantee" or "City"), upon final approval and acceptance of this Easement by the City Council of the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa, a Temporary Easement for Construction and Construction-Related Activities under, over, through and across the following described property:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN PARCEL Q IN PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M., URBANDALE, DALLAS COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY THEREOF RECORDED IN BOOK 2005 ON PAGE 797 IN THE DALLAS COUNTY RECORDER'S OFFICE. SAID TEMPORARY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL Q; THENCE SOUTH 89°52'15" EAST ALONG THE NORTH LINE OF SAID PARCEL Q, 117.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°52'15" EAST ALONG SAID NORTH LINE, 117.77 FEET; THENCE SOUTH 31°45'16" EAST, 185.30 FEET; THENCE SOUTH 73°51'10" EAST, 486.68 FEET; THENCE SOUTH 40°21'59" EAST, 362.96 FEET; THENCE NORTH 53°34'11" EAST, 20.00 FEET; THENCE SOUTH 32°29'39" EAST, 469.39 FEET; THENCE SOUTH 12°03'32" WEST, 109.03 FEET; THENCE NORTH 77°56'28" WEST, 140.00 FEET; THENCE NORTH 12°03'32" EST, 51.68 FEET; THENCE NORTH 32°29'39" WEST, 402.40 FEET; THENCE NORTH 53°34'11" EAST, 20.00 FEET; THENCE NORTH 40°21'59" WEST, 326.00 FEET; THENCE NORTH 73°51'10" WEST, 495.08 FEET; THENCE NORTH 31°45'16" WEST, 286.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM A PERPETUAL SANITARY SEWER EASEMENT AS SHOWN ON EXHIBIT PE-5351.

CONTAINING 132,358 SQUARE FEET OR 3.04 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

(hereinafter referred to as the "Easement Area") Said Easement allows the Grantee, its agents, contractors and employees, and other permitted parties including but not limited to electric, cable and telecommunications utilities and their respective agents, contractors and employees, a right of entry in, upon and onto the above described Easement Area for the Grimes Sewer Connector Project ("Project"), which purpose includes any and all construction-related activities, and includes but is not limited to the following: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) trimming and/or removal of trees and landscaping within or encroaching upon the Easement Area; (4) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area; (5) laying, constructing, maintaining, operating, repairing and removing underground conduit, wires, cables, poles, guys, guy stubs, anchors and other necessary equipment incident thereto (including but not limited to transformers, switchgears, capacitors and other associated surface mounted equipment); and (6) soil and groundwater analysis and related requirements.

It is understood that, upon completion of this Project, the Grantee shall restore the Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the Grantee and/or permitted parties during the course of construction, except that the following items shall not be restored by the Grantee or permitted parties but are instead compensated for the consideration paid for in this Easement by the Grantee as set forth above. (List items below or state "none").

NONE

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the Grantee and shall be subject to the following terms and conditions to which the Grantee, upon acceptance of this instrument by the Grantee, shall be deemed and to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Easement Area described shall be in effect beginning on the date that the Grantor signs this document until completion of construction of this improvement above described and the Grantee's performance of its obligation hereunder. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.

2. **GRANTOR'S REPRESENTATION AS TO TENANTS.**

The Grantor states and warrants that there are no tenants on the property where the Property Interests are located.

Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify Grantee against any such claims as a result of this Project, unless the claim is due to Grantee's gross negligence.

3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the Grantee and/or permitted parties will remove all of said materials and equipment from the above described premises within 10 days after the above described Project has been completed.

4. **SPECIAL PROVISIONS.** NONE.

Signed this _____ day of _____, 20____.

CITY OF URBANDALE, GRANTOR

By: _____
Bob Andeweg, Mayor

Attest:

Nicole Lunders, 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 Bob Andeweg and Nicole Lunders, 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 Urbandale, 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 the authority of its City Council, under Roll Call No. ____ - ____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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

APPROVAL AND ACCEPTANCE BY GRANTEE:

CITY OF GRIMES, IOWA:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

Prepared by: Alecia A. Meulenens, 699 Walnut Street, Ste. 2000, Des Moines, IA 50309 Phone: (515) 288-6041
Return to: Alex S. Pfaltzgraff, City of Grimes, 410 SE Main Street, Grimes, IA 50111
Project: Grimes Sewer Connector

TEMPORARY EASEMENT FOR CONSTRUCTION AND CONSTRUCTION-RELATED ACTIVITIES

The City of Urbandale, Iowa, a municipal corporation (hereinafter referred to as the "Grantor"), in consideration of _____ and No/100 Dollars (\$ _____.00) to be paid by the City of Grimes, Iowa (hereinafter referred to as the "Grantee" or "City"), upon final approval and acceptance of this Easement by the City Council of the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa, a Temporary Easement for Construction and Construction-Related Activities under, over, through and across the following described property:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN AN ACQUISITION PLAT IN PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M., URBANDALE, DALLAS COUNTY, IOWA, AS SHOWN ON THE CONDEMNATION THEREOF RECORDED IN BOOK 14 ON PAGE 625 IN THE DALLAS COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED IN TWO (2) SEGMENTS AS FOLLOWS:

SEGMENT 1:

COMMENCING AT THE SOUTHWEST CORNER OF SAID ACQUISITION; THENCE SOUTH 89°52'15" EAST ALONG THE SOUTH LINE OF SAID ACQUISITION, 116.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 31°45'16" WEST, 220.62 FEET TO THE WEST LINE OF SAID ACQUISITION; THENCE NORTH 00°00'32" EAST ALONG SAID WEST LINE, 492.38 FEET; THENCE NORTH 88°59'26" EAST, 26.82 FEET; THENCE SOUTH 00°20'48" EAST, 472.36 FEET; THENCE SOUTH 31°45'16" EAST, 244.84 FEET TO THE SOUTH LINE OF SAID ACQUISITION; THENCE NORTH 89°52'15" WEST, 42.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,054 SQUARE FEET OR 0.50 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

SEGMENT 2:

COMMENCING AT THE SOUTHWEST CORNER OF SAID ACQUISITION; THENCE SOUTH 89°52'15" EAST ALONG THE SOUTH LINE OF SAID ACQUISITION, 193.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 31°45'16" WEST, 255.07 FEET; THENCE NORTH 00°20'48" WEST, 494.28 FEET; THENCE SOUTH 88°59'26" WEST, 56.63 FEET TO THE WEST LINE OF SAID ACQUISITION; THENCE NORTH 00°00'32" EAST ALONG SAID WEST LINE, 56.10 FEET; THENCE NORTH 88°59'26" EAST, 109.37 FEET; THENCE SOUTH 00°20'48" EAST, 534.45 FEET; THENCE SOUTH 73°56'58" WEST, 20.78 FEET; THENCE SOUTH 31°45'16" EAST, 268.24 FEET TO THE SOUTH LINE OF SAID ACQUISITION; THENCE NORTH 89°52'15" WEST ALONG SAID SOUTH LINE, 39.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 40,817 SQUARE FEET OR 0.94 ACRES, MORE OR LESS.

TOTAL AREA CONTAINING 62,871 SQUARE FEET OR 1.44 ACRES SQUARE FEET, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

(hereinafter referred to as the "Easement Area") Said Easement allows the Grantee, its agents, contractors and employees, and other permitted parties including but not limited to electric, cable and telecommunications utilities and their respective agents, contractors and employees, a right of entry in, upon and onto the above described Easement Area for the Grimes Sewer Connector Project ("Project"), which purpose includes any and all construction-related activities, and includes but is not limited to the following: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) trimming and/or removal of trees and landscaping within or encroaching upon the Easement Area; (4) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area; (5) laying, constructing, maintaining, operating, repairing and removing underground conduit, wires, cables, poles, guys, guy stubs, anchors and other necessary equipment incident thereto (including but not limited to transformers, switchgears, capacitors and other associated surface mounted equipment); and (6) soil and groundwater analysis and related requirements.

It is understood that, upon completion of this Project, the Grantee shall restore the Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the Grantee and/or permitted parties during the course of construction, except that the following items shall not be restored by the Grantee or permitted parties but are instead compensated for the consideration paid for in this Easement by the Grantee as set forth above. (List items below or state "none").

NONE

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the Grantee and shall be subject to the following terms and conditions to which the Grantee, upon acceptance of this instrument by the Grantee, shall be deemed and to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Easement Area described shall be in effect beginning on the date that the Grantor signs this document until completion of construction of this improvement above described and the Grantee's performance of its obligation hereunder. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.

2. **GRANTOR'S REPRESENTATION AS TO TENANTS.**

The Grantor states and warrants that there are no tenants on the property where the Property Interests are located.

Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify Grantee against any such claims as a result of this Project, unless the claim is due to Grantee's gross negligence.

3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the Grantee and/or permitted parties will remove all of said materials and equipment from the above described premises within 10 days after the above described Project has been completed.

4. **SPECIAL PROVISIONS.** NONE.

[This space intentionally left blank]

Signed this _____ day of _____, 20____.

CITY OF URBANDALE, GRANTOR

By: _____
Bob Andeweg, Mayor

Attest:

Nicole Lunders, 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 Bob Andeweg and Nicole Lunders, 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 Urbandale, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and scaled on behalf of the corporation, by the authority of its City Council, under Roll Call No. ____ - ____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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

APPROVAL AND ACCEPTANCE BY GRANTEE:

CITY OF GRIMES, IOWA:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

Prepared by: Alecia A. Meuleners, 699 Walnut Street, Ste. 2000, Des Moines, IA 50309 Phone: (515) 288-6041

Return to: Alex S. Pfaltzgraff, City of Grimes, 410 SE Main Street, Grimes, IA 50111

Project: Grimes Sewer Connector

TEMPORARY EASEMENT FOR CONSTRUCTION AND CONSTRUCTION-RELATED ACTIVITIES

The City of Urbandale, Iowa, a municipal corporation (hereinafter referred to as the "Grantor"), in consideration of _____ and No/100 Dollars (\$_____.00) to be paid by the City of Grimes, Iowa (hereinafter referred to as the "Grantee" or "City"), upon final approval and acceptance of this Easement by the City Council of the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa, a Temporary Easement for Construction and Construction-Related Activities under, over, through and across the following described property:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN PARCELS 'O', 'E', 'F', 'H', AND 'G' IN PART OF SECTION 24, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M., URBANDALE, DALLAS COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY THEREOF RECORDED IN BOOK 2001 ON PAGE 0664 IN THE DALLAS COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED IN TWO (2) SEGMENTS AS FOLLOWS:

SEGMENT 1:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 'O'; THENCE SOUTH 89°06'13" WEST ALONG THE NORTH LINE OF KASS SUBDIVISION, AN OFFICIAL PLAT, NOW INCLUDED AND FORMING A PART OF THE CITY OF URBANDALE, DALLAS COUNTY, IOWA, 976.05 FEET; THENCE NORTH 05°29'26" WEST, 416.69 FEET; THENCE NORTH 00°49'06" WEST, 399.51 FEET; THENCE SOUTH 89°06'49" WEST, 20.00 FEET; THENCE NORTH 00°57'17" WEST, 400.18 FEET; THENCE NORTH 00°54'16" WEST, 376.28 FEET; THENCE NORTH 67°17'45" WEST, 474.71 FEET; THENCE NORTH 01°47'32" WEST, 426.63 FEET; THENCE NORTH 05°46'51" WEST, 398.01 FEET; THENCE NORTH 06°26'29" WEST,

145.39 FEET; THENCE NORTH 64°15'34" WEST, 90.19 FEET; THENCE NORTH 12°44'24" EAST, 258.61 FEET; THENCE NORTH 22°40'10" WEST, 175.66 FEET; THENCE NORTH 07°31'07" WEST, 112.89 FEET TO THE NORTH LINE OF SAID SECTION 24; THENCE NORTH 89°40'54" EAST ALONG SAID NORTH LINE OF SECTION 24, 55.44 FEET; THENCE SOUTH 07°31'07" EAST, 98.62 FEET; THENCE SOUTH 22°40'10" EAST, 185.91 FEET; THENCE SOUTH 12°44'24" WEST, 232.42 FEET; THENCE SOUTH 64°15'34" EAST, 76.82 FEET; THENCE SOUTH 06°26'29" EAST, 176.07 FEET; THENCE SOUTH 05°46'51" EAST, 400.25 FEET; THENCE SOUTH 01°47'32" EAST, 393.16; THENCE SOUTH 67°17'45" EAST, 475.32; THENCE SOUTH 00°54'16" EAST, 412.21 FEET; THENCE SOUTH 00°57'17" EAST, 400.25 FEET; THENCE SOUTH 00°49'06" EAST, 398.12 FEET; THENCE SOUTH 05°29'26" EAST, 391.08 FEET; THENCE NORTH 88°59'26" EAST, 943.56 FEET TO SAID EAST LINE OF PARCEL 'O'; THENCE SOUTH 00°00'32" WEST ALONG SAID EAST LINE OF PARCEL 'O', 28.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 222,860 SQUARE FEET OR 5.12 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

SEGMENT 2:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'O'; THENCE NORTH 00°00'32" EAST ALONG THE EAST LINE OF SAID PARCEL 'O', 58.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°59'26" WEST, 916.35 FEET; THENCE NORTH 05°29'26" WEST, 362.12 FEET; THENCE NORTH 00°49'06" WEST, 396.94 FEET; THENCE NORTH 00°57'17" WEST, 400.29 FEET; THENCE NORTH 00°54'16" WEST, 431.82 FEET; THENCE NORTH 67°17'45" WEST, 475.65 FEET; THENCE NORTH 01°47'32" WEST, 374.91 FEET; THENCE NORTH 05°46'51" WEST, 401.47 FEET; THENCE NORTH 06°26'29" WEST, 192.81 FEET; THENCE NORTH 64°15'34" WEST, 69.52 FEET; THENCE NORTH 12°44'24" EAST, 218.14 FEET; THENCE NORTH 22°40'10" WEST, 191.49 FEET; THENCE NORTH 07°31'07" WEST, 90.84 FEET TO THE NORTH LINE OF SAID SECTION 24; THENCE NORTH 89°40'54" EAST ALONG SAID NORTH LINE OF SECTION 24, 55.44 FEET; THENCE SOUTH 07°31'07" EAST, 76.58 FEET; THENCE SOUTH 22°41'43" EAST, 201.61 FEET; THENCE SOUTH 12°44'24" WEST, 192.10 FEET; THENCE SOUTH 64°15'34" EAST, 56.15 FEET; THENCE SOUTH 06°26'29" EAST, 33.16 FEET TO THE EAST LINE OF SAID PARCEL 'H'; THENCE SOUTH 39°46'40" WEST ALONG SAID EAST LINE, 42.27 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 'E'; THENCE SOUTH 89°20'23" EAST ALONG THE NORTH LINE OF SAID PARCEL 'E', 30.76 FEET; THENCE SOUTH 06°26'29" EAST,

157.28 FEET; THENCE SOUTH 05°46'51" EAST, 403.71 FEET; THENCE SOUTH 01°47'32" EAST, 341.45; THENCE SOUTH 67°17'45" EAST, 476.25; THENCE SOUTH 00°54'16" EAST, 467.75 FEET; THENCE SOUTH 00°57'17" EAST, 400.35 FEET; THENCE SOUTH 89°06'49" WEST, 20.00 FEET; THENCE SOUTH 00°49'06" EAST, 395.55 FEET; THENCE SOUTH 05°29'26" EAST, 328.33 FEET; THENCE NORTH 88°59'26" EAST, 409.13 FEET; THENCE NORTH 01°00'34" WEST, 20.00 FEET; THENCE NORTH 88°59'26" EAST, 475.84 FEET TO SAID EAST LINE OF PARCEL 'O'; THENCE SOUTH 00°00'32" WEST ALONG SAID EAST LINE OF PARCEL 'O', 55.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 211,810 SQUARE FEET OR 4.86 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

TOTAL AREA CONTAINING 434,670 SQUARE FEET OR 9.98 ACRES SQUARE FEET, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

(hereinafter referred to as the "Easement Area") Said Easement allows the Grantee, its agents, contractors and employees, and other permitted parties including but not limited to electric, cable and telecommunications utilities and their respective agents, contractors and employees, a right of entry in, upon and onto the above described Easement Area for the Grimes Sewer Connector Project ("Project"), which purpose includes any and all construction-related activities, and includes but is not limited to the following: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) trimming and/or removal of trees and landscaping within or encroaching upon the Easement Area; (4) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area; (5) laying, constructing, maintaining, operating, repairing and removing underground conduit, wires, cables, poles, guys, guy stubs, anchors and other necessary equipment incident thereto (including but not limited to transformers, switchgears, capacitors and other associated surface mounted equipment); and (6) soil and groundwater analysis and related requirements.

It is understood that, upon completion of this Project, the Grantee shall restore the Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the Grantee and/or permitted parties during the course of construction, except that the following items shall not be restored by the Grantee or permitted parties but are instead compensated for the consideration paid for in this Easement by the Grantee as set forth above. (List items below or state "none").

NONE

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the Grantee and shall be subject to the following terms and conditions to which the Grantee, upon acceptance of this instrument by the Grantee, shall be deemed and to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Easement Area described shall be in effect beginning on the date that the Grantor signs this document until completion of construction of this improvement above described and the Grantee's performance of its obligation hereunder. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.

2. **GRANTOR'S REPRESENTATION AS TO TENANTS.**

The Grantor states and warrants that there are no tenants on the property where the Property Interests are located.

Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify Grantee against any such claims as a result of this Project, unless the claim is due to Grantee's gross negligence.

3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the Grantee and/or permitted parties will remove all of said materials and equipment from the above described premises within 10 days after the above described Project has been completed.

4. **SPECIAL PROVISIONS.** NONE.

[This space intentionally left blank]

Signed this _____ day of _____, 20____.

CITY OF URBANDALE, GRANTOR

By: _____
Bob Andeweg, Mayor

Attest:

Nicole Lunders, 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 Bob Andeweg and Nicole Lunders, 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 Urbandale, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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

APPROVAL AND ACCEPTANCE BY GRANTEE:

CITY OF GRIMES, IOWA:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

Prepared by: Alecia A. Meuleners, 699 Walnut Street, Ste. 2000, Des Moines, IA 50309 Phone: (515) 288-6041

Return to: Alex S. Pfaltzgraff, City of Grimes, 410 SE Main Street, Grimes, IA 50111

Project: Grimes Sewer Connector

TEMPORARY EASEMENT FOR CONSTRUCTION AND CONSTRUCTION-RELATED ACTIVITIES

The City of Urbandale, Iowa, a municipal corporation (hereinafter referred to as the "Grantor"), in consideration of _____ and No/100 Dollars (\$_____.00) to be paid by the City of Grimes, Iowa (hereinafter referred to as the "Grantee" or "City"), upon final approval and acceptance of this Easement by the City Council of the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa, a Temporary Easement for Construction and Construction-Related Activities under, over, through and across the following described property:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN OUTLOT 'X' IN WALNUT TRACE AND IN OUTLOT "T" IN BENT CREEK ESTAES PLAT 4, BOTH OFFICIAL PLATS, NOW INCLUDED IN AND FORMING PART OF THE CITY OF URBANDALE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED IN TWO (2) SEGMENTS AS FOLLOWS:

SEGMENT 1:

COMMENCING AT THE SOUTH CORNER OF SECTION 13, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M., DALLAS COUNTY, IOWA; THENCE SOUTH 89°40'54" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, 249.75 FEET; THENCE NORTH 00°19'06" WEST, 120.00 TO THE NORTH RIGHT-OF-WAY LINE OF MEREDITH DRIVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89°40'54" WEST, 55.49 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 07°31'07" WEST, 27.23 FEET; THENCE NORTH 07°13'23" WEST, 305.66 FEET; THENCE NORTH 01°16'19" EAST, 402.37 FEET; THENCE NORTH 20°05'41" WEST, 261.96 FEET; THENCE NORTH 45°30'31" WEST, 407.67 FEET; THENCE SOUTH 89°52'55" WEST, 414.64 FEET; THENCE NORTH 37°44'55" WEST, 105.22 FEET;

THENCE NORTH 73°28'46" WEST, 16.99 FEET; THENCE SOUTH 70°47'24" WEST, 107.33 FEET TO THE WEST LINE OF SAID OUTLOT "T"; THENCE NORTH 00°05'41" WEST ALONG SAID WEST LINE, 92.80 FEET; THENCE SOUTH 37°44'31" EAST, 34.47 FEET; THENCE NORTH 70°47'24" EAST, 116.02 FEET; THENCE SOUTH 37°44'55" EAST, 128.20 FEET; THENCE NORTH 89°52'55" EAST, 410.16 FEET; THENCE SOUTH 45°30'31" EAST, 139.88 FEET TO THE EAST LINE OF SAID OUTLOT "T"; THENCE SOUTH 20°26'05" EAST ALONG SAID EAST LINE, 23.44 FEET TO THE NORTH LINE OF SAID WALNUT TRACE; THENCE NORTH 89°36'13" EAST ALONG SAID NORTH LINE, 14.07 FEET; THENCE SOUTH 45°30'31" EAST, 271.64 FEET; THENCE SOUTH 20°05'41" EAST, 284.74 FEET; THENCE SOUTH 01°16'19" WEST, 408.66 FEET; THENCE SOUTH 07°13'23" EAST A DISTANCE OF 301.43 FEET; THENCE SOUTH 07°31'07" EAST, 33.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 115,847 SQUARE FEET OR 2.66 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

SEGMENT 2:

COMMENCING AT THE SOUTH CORNER OF SECTION 13, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M., DALLAS COUNTY, IOWA; THENCE SOUTH 89°40'54" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, 383.28 FEET; THENCE NORTH 00°19'06" WEST, 60.00 TO THE NORTH RIGHT-OF-WAY LINE OF MEREDITH DRIVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 07°31'07" WEST, 77.13 FEET; THENCE NORTH 07°13'23" WEST, 247.14 FEET TO THE EAST LINE OF OUTLOT 'L' IN SAID WALNUT TRACE; THENCE NORTH 00°11'42" EAST ALONG SAID EAST LINE AND ALONG THE EAST LINE OF OUTLOTS 'M', 'N' AND 'O', 472.88 FEET; THENCE NORTH 25°50'57" WEST ALONG SAID EAST LINE OF OUTLOT 'O', 253.54 FEET; THENCE NORTH 45°30'31" WEST, 309.47 FEET; THENCE SOUTH 89°52'55" WEST, 421.57 FEET; THENCE NORTH 37°44'55" WEST, 96.33 FEET; THENCE SOUTH 70°47'24" WEST, 86.11 FEET TO THE WEST LINE OF SAID OUTLOT "T"; THENCE NORTH 00°05'41" WEST ALONG SAID WEST LINE, 58.21 FEET; THENCE NORTH 70°47'24" EAST, 106.61 FEET; THENCE SOUTH 37°44'55" EAST, 108.85 FEET; THENCE NORTH 89°52'55" EAST, 417.08 FEET; THENCE SOUTH 45°30'31" EAST, 388.60 FEET; THENCE SOUTH 20°05'41" EAST, 249.54 FEET; THENCE SOUTH 01°16'19" WEST, 398.94 FEET; THENCE SOUTH 07°13'23" EAST, 307.96 FEET; THENCE SOUTH 07°31'07" EAST, 23.52 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 89°40'54" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 27.56 FEET; THENCE

SOUTH 00°19'06" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 60.00 FEET; THENCE SOUTH 89°40'54" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 20.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 107,866 SQUARE FEET OR 2.48 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

TOTAL AREA CONTAINING 223,713 SQUARE FEET OR 5.14 ACRES SQUARE FEET, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

(hereinafter referred to as the "Easement Area") Said Easement allows the Grantee, its agents, contractors and employees, and other permitted parties including but not limited to electric, cable and telecommunications utilities and their respective agents, contractors and employees, a right of entry in, upon and onto the above described Easement Area for the Grimes Sewer Connector Project ("Project"), which purpose includes any and all construction-related activities, and includes but is not limited to the following: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) trimming and/or removal of trees and landscaping within or encroaching upon the Easement Area; (4) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area; (5) laying, constructing, maintaining, operating, repairing and removing underground conduit, wires, cables, poles, guys, guy stubs, anchors and other necessary equipment incident thereto (including but not limited to transformers, switchgears, capacitors and other associated surface mounted equipment); and (6) soil and groundwater analysis and related requirements.

It is understood that, upon completion of this Project, the Grantee shall restore the Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the Grantee and/or permitted parties during the course of construction, except that the following items shall not be restored by the Grantee or permitted parties but are instead compensated for the consideration paid for in this Easement by the Grantee as set forth above. (List items below or state "none").

NONE

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the Grantee and shall be subject to the following terms and conditions to which the Grantee, upon acceptance of this instrument by the Grantee, shall be deemed and to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Easement Area described shall be in effect beginning on the date that the Grantor signs this document until completion of construction of this improvement above described and the Grantee's performance of its obligation hereunder. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.

2. **GRANTOR'S REPRESENTATION AS TO TENANTS.**

The Grantor states and warrants that there are no tenants on the property where the Property Interests are located.

Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify Grantee against any such claims as a result of this Project, unless the claim is due to Grantee's gross negligence.

3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the Grantee and/or permitted parties will remove all of said materials and equipment from the above described premises within 10 days after the above described Project has been completed.

4. **SPECIAL PROVISIONS.** NONE.

[This space intentionally left blank]

Signed this _____ day of _____, 20____.

CITY OF URBANDALE, GRANTOR

By: _____
Bob Andeweg, Mayor

Attest:

Nicole Lunders, 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 Bob Andeweg and Nicole Lunders, 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 Urbandale, 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 the authority of its City Council, under Roll Call No. ____-_____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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

APPROVAL AND ACCEPTANCE BY GRANTEE:

CITY OF GRIMES, IOWA:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

Prepared by: Alecia A. Meuleners, 699 Walnut Street, Ste. 2000, Des Moines, IA 50309 Phone: (515) 288-6041
Return to: Alex S. Pfaltzgraff, City of Grimes, 410 SE Main Street, Grimes, IA 50111
Project: Grimes Sewer Connector

PERMANENT EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

The City of Urbandale, Iowa, a municipal corporation (hereinafter referred to as the "Grantor"), in consideration of the sum of _____/100 Dollars (\$____.00) to be paid by the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa (hereinafter "Grantee" or "City"), a Permanent Easement Sanitary Sewer Right-of-Way under, over, through and across the following described property:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN LOT 'A' AND IN OUTLOT "P" IN BENT CREEK ESTATES PLAT 4, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING PART OF THE CITY OF URBANDALE AND IN LOT "CC" IN PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M, AS SHOWN ON THE PLAT OF SURVEY THEREOF RECORDED IN BOOK 2014 ON PAGE 6552 IN THE DALLAS COUNTY RECORDER'S OFFICE, ALL IN DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 13, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M., DALLAS COUNTY, IOWA; THENCE SOUTH 00°01'59" WEST ALONG THE WEST LINE OF SAID SECTION 13, 415.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°18'49" EAST, 131.67 FEET; THENCE SOUTH 48°15'01" EAST, 19.24 FEET; THENCE SOUTH 07°11'19" EAST, 77.18 FEET; THENCE SOUTH 77°03'20" EAST, 188.94 FEET; THENCE SOUTH 39°33'20" EAST, 19.18 FEET; THENCE SOUTH 02°03'20" EAST, 350.38 FEET; THENCE NORTH 88°44'59" EAST, 400.62 FEET; THENCE SOUTH 50°40'17" EAST, 204.12 FEET; THENCE NORTH 89°36'16" EAST, 272.73 FEET; THENCE SOUTH 37°44'31" EAST, 189.06 FEET TO THE EAST LINE OF SAID LOT "CC"; THENCE SOUTH 00°05'41" EAST ALONG SAID EAST LINE, 34.51 FEET; THENCE NORTH 71°18'22" WEST, 16.14 FEET; THENCE NORTH 37°44'31" WEST, 188.09 FEET; THENCE SOUTH 89°36'16" WEST, 268.72 FEET; THENCE NORTH 50°40'17" WEST, 203.87 FEET; THENCE SOUTH

88°44'59" WEST, 403.96 FEET; THENCE NORTH 46°15'01" WEST, 21.73 FEET; THENCE NORTH 02°03'20" WEST, 353.67 FEET; THENCE NORTH 77°03'20" WEST, 187.72 FEET; THENCE NORTH 42°07'20" WEST, 18.44 FEET; THENCE NORTH 07°11'19" WEST, 73.51 FEET; THENCE NORTH 89°18'49" WEST, 117.91 FEET TO SAID WEST LINE OF SECTION 13; THENCE NORTH 00°01'59" WEST ALONG SAID WEST LINE, 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 55,660 SQUARE FEET OR 1.28 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

Which property is also described and depicted on the plat attached hereto as Exhibit "PE-5356" (hereinafter referred to as the "Easement Area") for all activities related to the purpose of Grantee constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with the necessary appurtenances thereto, under, over and through said Easement Area.

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Grantee.
2. **PLANTINGS.** The planting of trees and shrubs is prohibited within the Easement Area.
3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
4. **RIGHT OF ACCESS.** The Grantee, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the Grantee, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; and (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area. This right of access shall begin on the date that Grantor executes this document.

5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns and on Grantee's successors and assigns. Grantee intends to quit claim all its interest in the property interests and sewer to the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA") upon completion of the project and acceptance of the Grimes Connector Sewer by the WRA.
6. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received final approval and acceptance by the Grimes City Council by Resolution, which approval and acceptance shall be noted on this Easement.
7. **SPECIAL PROVISIONS.** None.

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

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this 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 _____ day of _____, 20_____.

[This space intentionally left blank]

CITY OF URBANDALE, GRANTOR

By: _____
Bob Andeweg, Mayor

Attest:

Nicole Lunders, 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 Bob Andeweg and Nicole Lunders, 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 Urbandale, 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 the authority of its City Council, under Roll Call No. ____ - ____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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

APPROVAL AND ACCEPTANCE BY GRANTEE:

CITY OF GRIMES, IOWA:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____ - ____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

EASEMENT DRAWING

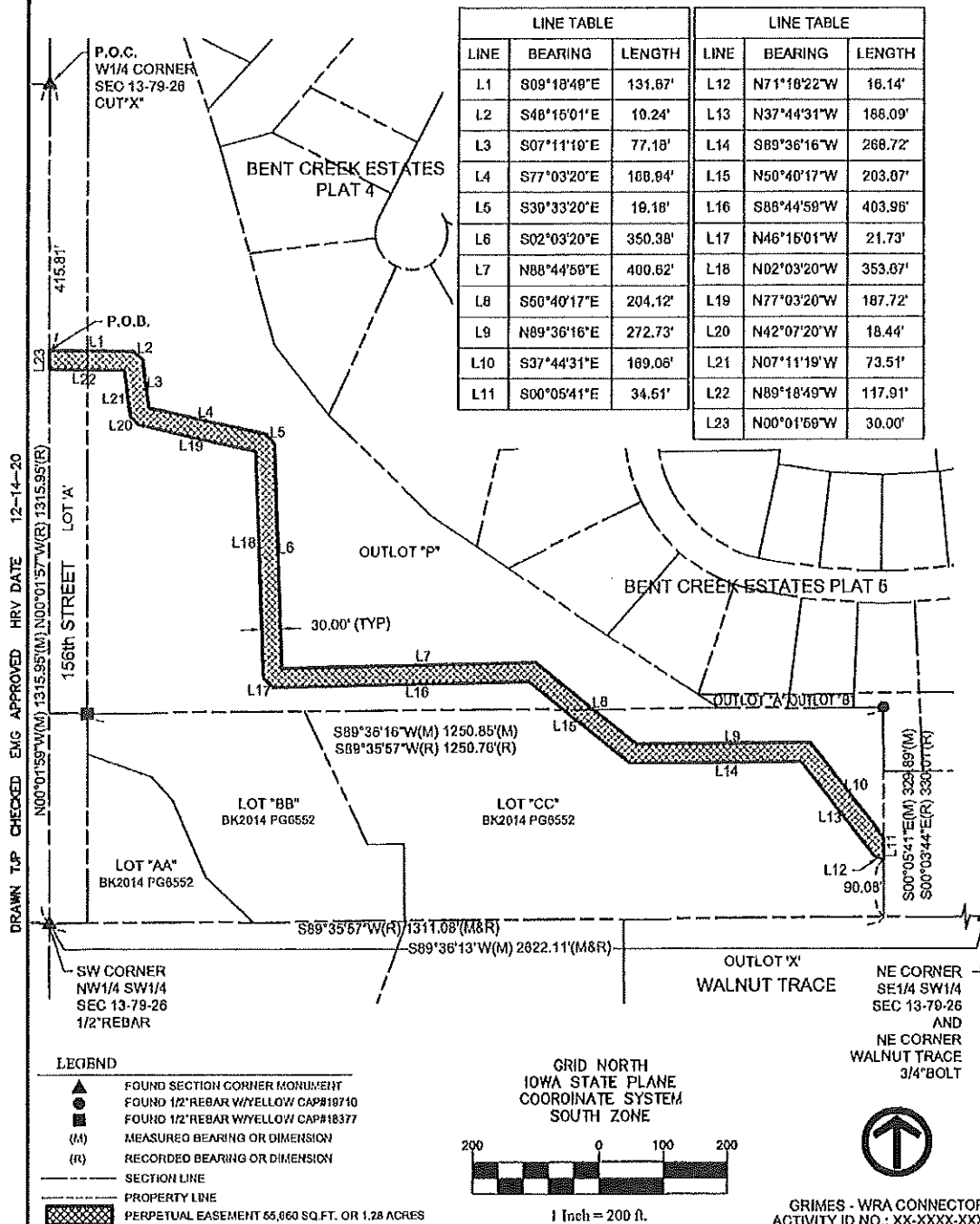
PROPERTY OWNER:
CITY OF URBANDALE, IOWA,
A MUNICIPAL CORPORATION
BOOK 2012, PAGE 17292
BOOK 2012, PAGE 10535

MAILING ADDRESS:
3600 NW 86TH ST
URBANDALE, IA 50322

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.
1213300011
1213301001
1213156010

PHYSICAL ADDRESS:
N/A



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signed



Eric M. Green, P.L.S.
Iowa License No. 17758
My license renewal date is December 31, 2021
Drawings covered by this seal: Sheets 1 and 2

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

PE-5356

SHEET 1 OF 2

128107

EASEMENT DRAWING

PROPERTY OWNER:
CITY OF URBANDALE, IOWA,
A MUNICIPAL CORPORATION
BOOK 2012, PAGE 17202
BOOK 2012, PAGE 18535

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.
1213300011
1213301001
1213160010

MAILING ADDRESS:
3600 NW 86TH ST
URBANDALE, IA 50322

PHYSICAL ADDRESS:
N/A

LEGAL DESCRIPTION:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN LOT 'A' AND IN OUTLOT 'P' IN BENT CREEK ESTATES PLAT 4, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING PART OF THE CITY OF URBANDALE AND IN LOT 'CC' IN PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 70 NORTH, RANGE 26 WEST OF THE 5th P.M., AS SHOWN ON THE PLAT OF SURVEY THEREOF RECORDED IN BOOK 2014 ON PAGE 6552 IN THE DALLAS COUNTY RECORDER'S OFFICE, ALL IN DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 13, TOWNSHIP 70 NORTH, RANGE 26 WEST OF THE 5th P.M., DALLAS COUNTY, IOWA; THENCE SOUTH 00°01'59" WEST ALONG THE WEST LINE OF SAID SECTION 13, 415.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°18'49" EAST, 131.67 FEET; THENCE SOUTH 48°15'01" EAST, 19.24 FEET; THENCE SOUTH 07°11'19" EAST, 77.18 FEET; THENCE SOUTH 77°03'20" EAST, 188.94 FEET; THENCE SOUTH 39°33'20" EAST, 19.18 FEET; THENCE SOUTH 02°03'20" EAST, 350.38 FEET; THENCE NORTH 88°44'59" EAST, 400.62 FEET; THENCE SOUTH 50°40'17" EAST, 204.12 FEET; THENCE NORTH 89°36'16" EAST, 272.73 FEET; THENCE SOUTH 37°44'31" EAST, 189.06 FEET TO THE EAST LINE OF SAID LOT 'CC'; THENCE SOUTH 00°05'41" EAST ALONG SAID EAST LINE, 34.51 FEET; THENCE NORTH 71°10'22" WEST, 16.14 FEET; THENCE NORTH 37°44'31" WEST, 188.09 FEET; THENCE SOUTH 89°36'16" WEST, 268.72 FEET; THENCE NORTH 50°40'17" WEST, 203.87 FEET; THENCE SOUTH 88°44'59" WEST, 403.06 FEET; THENCE NORTH 46°15'01" WEST, 21.73 FEET; THENCE NORTH 02°03'20" WEST, 353.67 FEET; THENCE NORTH 77°03'20" WEST, 187.72 FEET; THENCE NORTH 42°07'20" WEST, 18.44 FEET; THENCE NORTH 07°11'19" WEST, 73.51 FEET; THENCE NORTH 89°18'49" WEST, 117.01 FEET TO SAID WEST LINE OF SECTION 13; THENCE NORTH 00°01'59" WEST ALONG SAID WEST LINE, 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 55,660 SQUARE FEET OR 1.28 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

DRAWN TJP CHECKED EMG APPROVED HRV DATE 12-14-20

GRIMES - WRA CONNECTOR
ACTIVITY ID NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50260-1320
515-225-8000

EXHIBIT

PE-5356

Rev/By

SHEET 2 OF 2

128107

Prepared by: Alecia A. Meuleners, 699 Walnut Street, Ste. 2000, Des Moines, IA 50309 Phone: (515) 288-6041
Return to: Alex S. Pfaltzgraff, City of Grimes, 410 SE Main Street, Grimes, IA 50111
Project: Grimes Sewer Connector

PERMANENT EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

The City of Urbandale, Iowa, a municipal corporation (hereinafter referred to as the "Grantor"), in consideration of the sum of _____/100 Dollars (\$____.00) to be paid by the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa (hereinafter "Grantee" or "City"), a Permanent Easement Sanitary Sewer Right-of-Way under, over, through and across the following described property:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN LOT B IN WATERFORD LANDING PLAT 2 AND IN OUTLOT 'P' IN WATERFORD LANDING PLAT 1, BOTH OFFICIAL PLATS, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF URBANDALE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED IN THREE (3) SEGMENTS AS FOLLOWS:

SEGMENT 1:

COMMENCING AT THE NORTHEAST CORNER OF LOT B, WATERFORD LANDING PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF URBANDALE, DALLAS COUNTY, IOWA; THENCE NORTH 89°24'20" WEST ALONG THE NORTH LINE OF SAID LOT B, 979.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 16°40'07" EAST, 34.56 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WATERFORD ROAD; THENCE NORTH 89°24'20" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 23.85 FEET; THENCE SOUTH 16°03'46" EAST, 115.37 FEET; THENCE SOUTH 79°00'00" EAST, 29.37 FEET; THENCE SOUTH 47°02'35" EAST, 16.59 FEET; THENCE SOUTH 15°05'10" EAST, 247.51 FEET; THENCE SOUTH 27°34'11" EAST, 487.48 FEET; THENCE SOUTH 57°53'39" EAST, 307.26 FEET; THENCE SOUTH 02°52'59" EAST, 1078.00 FEET; THENCE SOUTH 13°19'05" EAST, 49.00 FEET TO THE NORTH LINE OF OUTLOT 'L'

IN SAID WATERFORD LANDING PLAT 1; THENCE NORTH 66°30'16" WEST ALONG SAID NORTH LINE, 37.47 FEET; THENCE NORTH 13°19'05" WEST, 29.28 FEET; THENCE NORTH 02°52'59" WEST, 1065.12 FEET; THENCE NORTH 57°53'39" WEST, 299.77 FEET; THENCE NORTH 27°34'11" WEST, 498.89 FEET; THENCE NORTH 15°05'10" WEST, 241.85 FEET; THENCE NORTH 79°00'00" WEST, 29.15 FEET; THENCE NORTH 47°31'53" WEST, 16.45 FEET; THENCE NORTH 16°03'46" WEST, 167.51 FEET TO SAID NORTH LINE OF LOT B; THENCE SOUTH 89°24'20" EAST ALONG SAID NORTH LINE, 54.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 47,858 SQUARE FEET OR 1.10 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

SEGMENT 2:

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT 'L' IN SAID WATERFORD LANDING PLAT 1; THENCE SOUTH 15°47'51" WEST ALONG THE EAST LINE OF SAID OUTLOT 'L', 103.11 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13°19'05" EAST, 120.99 FEET TO THE NORTH LINE OF OUTLOT 'O' IN SAID WATERFORD LANDING PLAT 1; THENCE NORTH 49°55'46" WEST ALONG SAID NORTH LINE, 64.59 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT 'L'; THENCE NORTH 15°47'51" EAST ALONG THE EAST LINE OF SAID OUTLOT 'L', 79.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,219 SQUARE FEET OR 0.05 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

SEGMENT 3:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'P'; THENCE NORTH 49°46'58" WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'P', 6.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 49°46'58" WEST ALONG SAID SOUTH LINE, 103.27 FEET; THENCE SOUTH 55°10'32" EAST, 91.64 FEET; THENCE SOUTH 14°11'46" EAST, 14.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 445 SQUARE FEET OR 0.01 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

TOTAL AREA CONTAINING 50,522 SQUARE FEET OR 1.16 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE.

Which property is also described and depicted on the plat attached hereto as Exhibit "PE-5364" (hereinafter referred to as the "Easement Area") for all activities related to the purpose of Grantee constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with the necessary appurtenances thereto, under, over and through said Easement Area.

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Grantee.
2. **PLANTINGS.** The planting of trees and shrubs is prohibited within the Easement Area.
3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
4. **RIGHT OF ACCESS.** The Grantee, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the Grantee, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; and (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area. This right of access shall begin on the date that Grantor executes this document.
5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns and on Grantee's successors and assigns. Grantee intends to quit claim all its interest in the property interests and sewer to the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA") upon completion of the project and acceptance of the Grimes Connector Sewer by the WRA.
6. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received final approval and acceptance by the Grimes City Council by Resolution, which approval and acceptance shall be noted on this Easement.

7. **SPECIAL PROVISIONS.** None.

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

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this 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 _____ day of _____, 20_____.

[This space intentionally left blank]

CITY OF URBANDALE, GRANTOR

By: _____
Bob Andeweg, Mayor

Attest:

Nicole Lunders, 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 Bob Andeweg and Nicole Lunders, 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 Urbandale, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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

APPROVAL AND ACCEPTANCE BY GRANTEE:

CITY OF GRIMES, IOWA:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____ - ____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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.

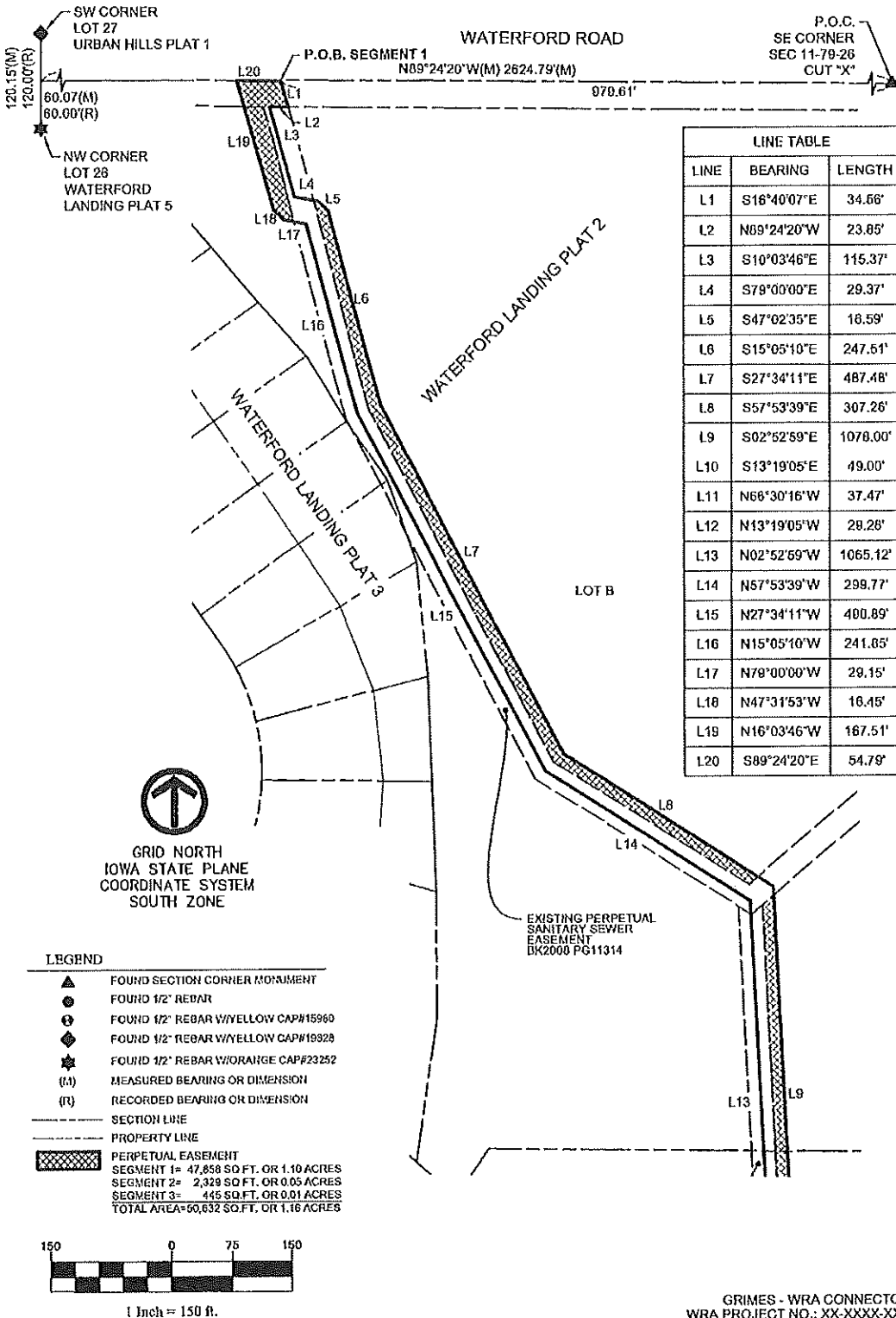
Notary Public in and for the State of Iowa

PROPERTY OWNER:
CITY OF URBANDALE
MAILING ADDRESS:
15729 WALNUT MEADOWS DR
GRIMES, IA 50111

EASEMENT DRAWING

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.
1214226009
1214276022
PHYSICAL ADDRESS:
NA



DRAWN TJP CHECKED EMG APPROVED HRY DATE 03-01-21

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signed
Eric M. Green, P.L.S.
Iowa License No. 17758
My license renewal date is December 31, 2021
Drawings covered by this seal: Sheets 1 and 2



Date
Rev/By

GRIMES - WRA CONNECTOR
WRA PROJECT NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-0000

EXHIBIT

PE-5364

SHEET 1 OF 4

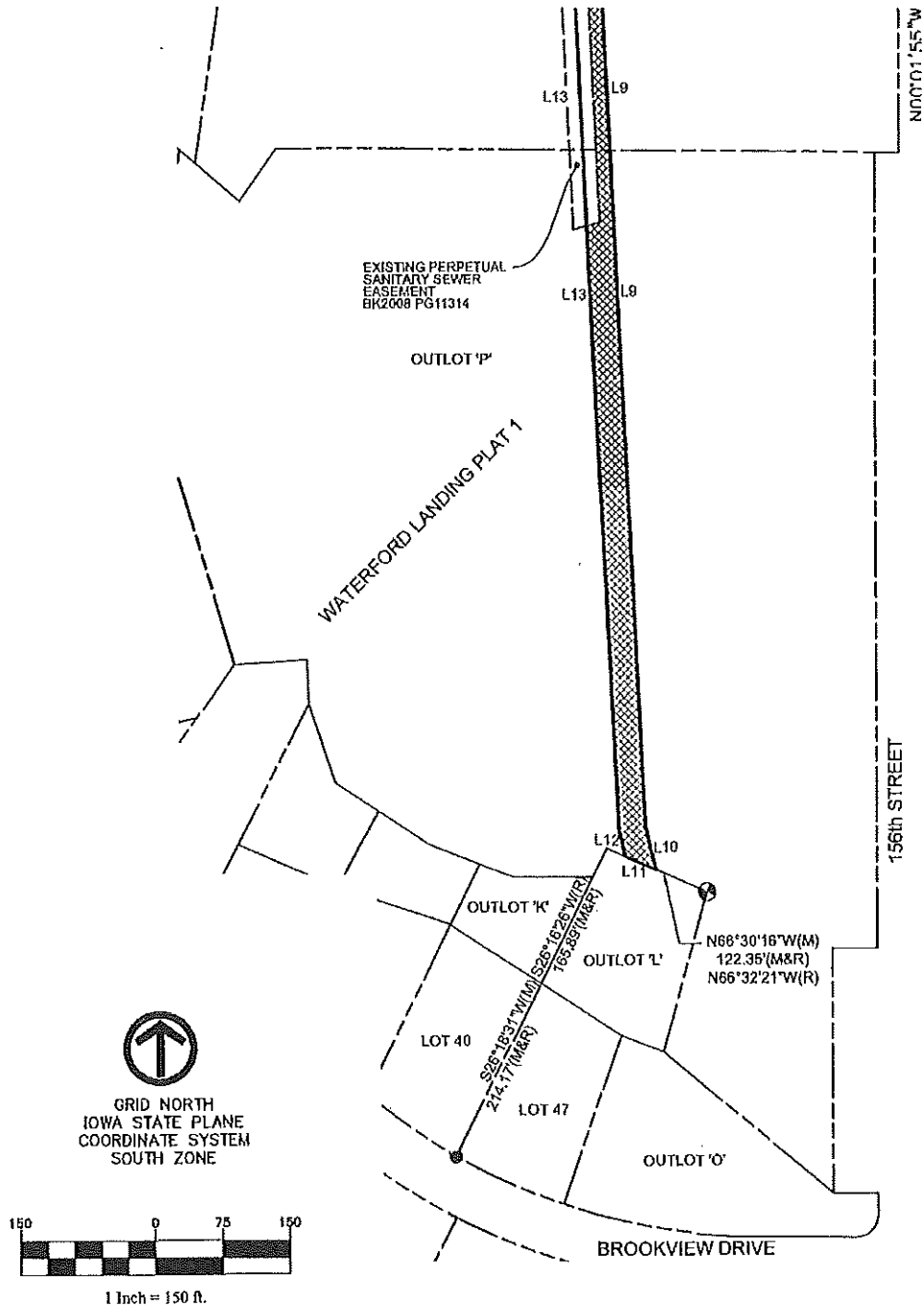
PROPERTY OWNER:
CITY OF URBANDALE
MAILING ADDRESS:
16728 WALNUT MEADOWS DR
GRIMES, IA 50111

EASEMENT DRAWING

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.
1214226009
1214276022
PHYSICAL ADDRESS:
NA

DRAWN TJP CHECKED EMG APPROVED HRV DATE 03-01-21



GRIMES - WRA CONNECTOR
WRA PROJECT NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

PE-5364

SHEET 2 OF 4

128107

Rev/By

PROPERTY OWNER:
CITY OF URBANDALE
MAILING ADDRESS:
15729 WALNUT MEADOWS DR
GRIMES, IA 50111

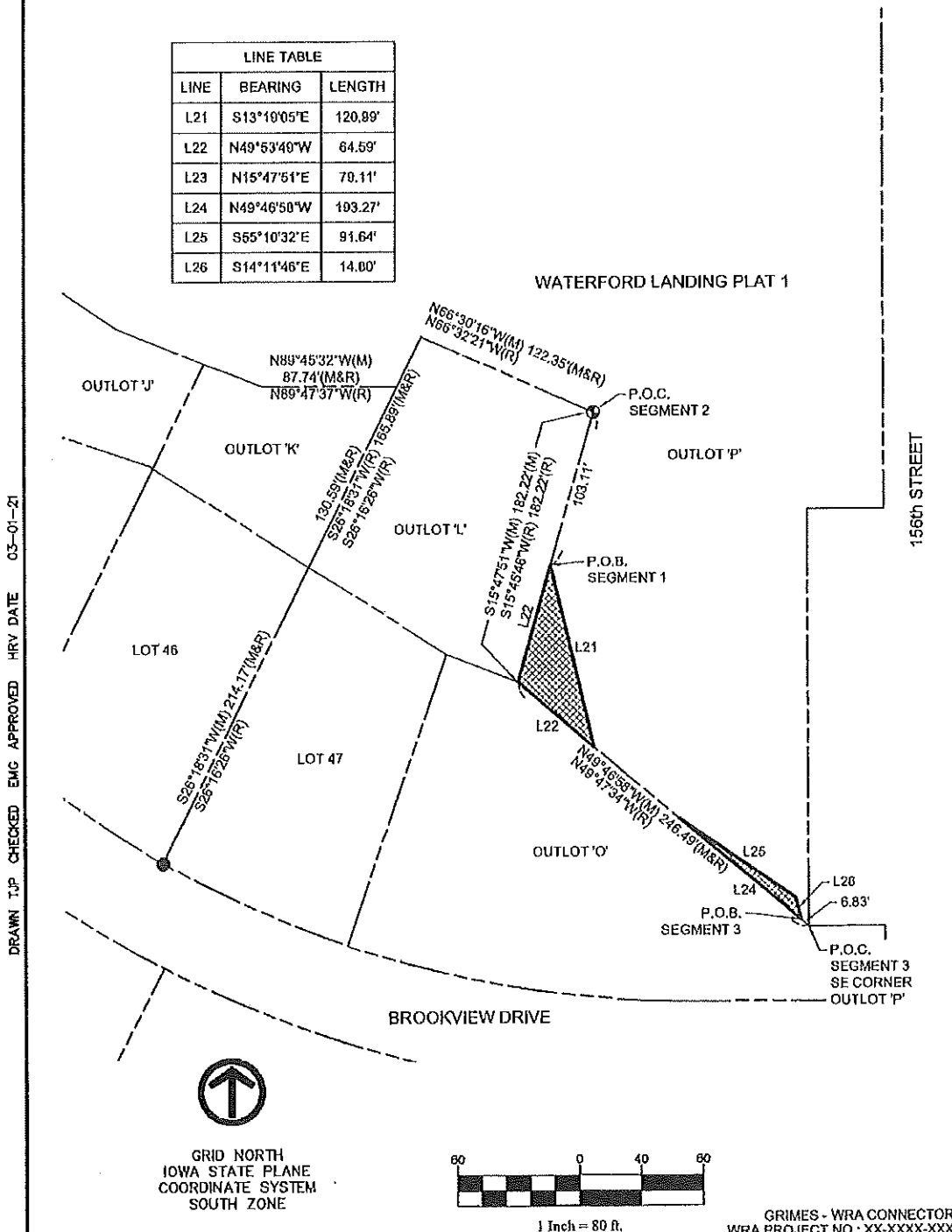
EASEMENT DRAWING

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.
1214276020

PHYSICAL ADDRESS:
15701 BROOKVIEW DR
URBANDALE, IA 50323

LINE TABLE		
LINE	BEARING	LENGTH
L21	S13°10'05"E	120.89'
L22	N49°53'49"W	64.59'
L23	N15°47'51"E	70.11'
L24	N49°46'50"W	103.22'
L25	S55°10'32"E	91.64'
L26	S14°11'46"E	14.00'



DRAWN TJP CHECKED EMC APPROVED HRV DATE 03-01-21

128107

GRIMES - WRA CONNECTOR
WRA PROJECT NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50260-1320
515-226-8000

EXHIBIT

PE-5364

SHEET 3 OF 4

Rev/By

EASEMENT DRAWING

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

LEGAL DESCRIPTION:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN LOT B IN WATERFORD LANDING PLAT 2 AND IN OUTLOT 'P' IN WATERFORD LANDING PLAT 1, BOTH OFFICIAL PLATS, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF URBANDALE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED IN THREE (3) SEGMENTS AS FOLLOWS:

SEGMENT 1

COMMENCING AT THE NORTHEAST CORNER OF LOT B, WATERFORD LANDING PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF URBANDALE, DALLAS COUNTY, IOWA; THENCE NORTH 89°24'20" WEST ALONG THE NORTH LINE OF SAID LOT B, 978.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 16°40'07" EAST, 34.58 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WATERFORD ROAD; THENCE NORTH 89°24'20" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 23.85 FEET; THENCE SOUTH 18°03'48" EAST, 115.37 FEET; THENCE SOUTH 79°00'00" EAST, 29.37 FEET; THENCE SOUTH 47°02'35" EAST, 16.69 FEET; THENCE SOUTH 15°05'10" EAST, 247.51 FEET; THENCE SOUTH 27°34'11" EAST, 487.48 FEET; THENCE SOUTH 57°53'39" EAST, 307.26 FEET; THENCE SOUTH 02°52'59" EAST, 1078.00 FEET; THENCE SOUTH 13°19'05" EAST, 49.00 FEET TO THE NORTH LINE OF OUTLOT 'L' IN SAID WATERFORD LANDING PLAT 1; THENCE NORTH 66°30'18" WEST ALONG SAID NORTH LINE, 37.47 FEET; THENCE NORTH 13°19'05" WEST, 29.28 FEET; THENCE NORTH 02°52'59" WEST, 1085.12 FEET; THENCE NORTH 57°53'39" WEST, 299.77 FEET; THENCE NORTH 27°34'11" WEST, 498.89 FEET; THENCE NORTH 15°05'10" WEST, 241.85 FEET; THENCE NORTH 79°00'00" WEST, 29.15 FEET; THENCE NORTH 47°31'53" WEST, 18.45 FEET; THENCE NORTH 18°03'48" WEST, 167.51 FEET TO SAID NORTH LINE OF LOT B; THENCE SOUTH 89°24'20" EAST ALONG SAID NORTH LINE, 54.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 47,858 SQUARE FEET OR 1.10 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

SEGMENT 2

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT 'L' IN SAID WATERFORD LANDING PLAT 1; THENCE SOUTH 15°47'51" WEST ALONG THE EAST LINE OF SAID OUTLOT 'L', 103.11 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13°10'05" EAST, 120.89 FEET TO THE NORTH LINE OF OUTLOT 'O' IN SAID WATERFORD LANDING PLAT 1; THENCE NORTH 40°55'46" WEST ALONG SAID NORTH LINE, 64.59 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT 'L'; THENCE NORTH 15°47'51" EAST ALONG THE EAST LINE OF SAID OUTLOT 'L', 79.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,219 SQUARE FEET OR 0.05 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

SEGMENT 3

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'P'; THENCE NORTH 49°46'58" WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'P', 0.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 49°46'58" WEST ALONG SAID SOUTH LINE, 103.27 FEET; THENCE SOUTH 55°10'32" EAST, 91.04 FEET; THENCE SOUTH 14°11'46" EAST, 14.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 445 SQUARE FEET OR 0.01 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

TOTAL AREA CONTAINING 50,522 SQUARE FEET OR 1.16 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE.

DRAWN TJP CHECKED ENG APPROVED HRV DATE 03-01-21

GRIMES - WRA CONNECTOR
WRA PROJECT NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

PE-5364

Rev/By

SHEET 4 OF 4

128107

Prepared by: Alecia A. Meulenens, 699 Walnut Street, Ste. 2000, Des Moines, IA 50309 Phone: (515) 288-6041
Return to: Alex S. Pfaltzgraff, City of Grimes, 410 SE Main Street, Grimes, IA 50111
Project: Grimes Sewer Connector

PERMANENT EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

The City of Urbandale, Iowa, a municipal corporation (hereinafter referred to as the "Grantor"), in consideration of the sum of _____/100 Dollars (\$____.00) to be paid by the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa (hereinafter "Grantee" or "City"), a Permanent Easement Sanitary Sewer Right-of-Way under, over, through and across the following described property:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN LOT 1 OF THE CORRECTED FINAL PLAT OF WALNUT MEADOWS SUBDIVISION AND LOCATED IN OUTLOT D OF URBAN HILLS PLAT 2, BOTH OFFICIAL PLATS, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF URBANDALE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA; THENCE NORTH 89°24'20" WEST ALONG THE SOUTH LINE OF SAID SECTION 11 AND SAID WALNUT MEADOWS SUBDIVISION, 978.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°24'20" WEST ALONG SAID SOUTH LINE, 55.73 FEET; THENCE NORTH 16°03'46" WEST, 263.22 FEET; THENCE NORTH 00°03'03" WEST, 514.20 FEET; THENCE NORTH 32°17'05" WEST, 420.92 FEET; THENCE NORTH 00°19'17" WEST, 123.62 FEET; THENCE NORTH 67°46'47" EAST, 16.76 FEET TO THE EAST LINE OF SAID OUTLOT D; THENCE SOUTH 00°06'04" EAST ALONG SAID EAST LINE, 76.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 88°43'24" EAST ALONG SAID NORTH LINE, 14.75 FEET; THENCE SOUTH 00°19'17" EAST, 44.19 FEET; THENCE SOUTH 32°17'05" EAST, 421.00 FEET; THENCE SOUTH 00°03'03" EAST, 518.65 FEET; THENCE SOUTH 16°03'46" EAST, 221.01 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°24'20" EAST ALONG SAID SOUTH LINE, 23.81 FEET; THENCE SOUTH 16°45'34" EAST, 47.15 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM AN EXISTING SANITARY SEWER EASEMENT RECORDED IN BOOK 2006 ON PAGE 21046 IN THE DALLAS COUNTY RECORDER'S OFFICE.

CONTAINING 25,503 SQUARE FEET OR 0.59 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

Which property is also described and depicted on the plat attached hereto as Exhibit "PE-5370" (hereinafter referred to as the "Easement Area") for all activities related to the purpose of Grantee constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with the necessary appurtenances thereto, under, over and through said Easement Area.

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Grantee.
2. **PLANTINGS.** The planting of trees and shrubs is prohibited within the Easement Area.
3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
4. **RIGHT OF ACCESS.** The Grantee, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the Grantee, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; and (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area. This right of access shall begin on the date that Grantor executes this document.
5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns and on Grantee's successors and assigns. Grantee intends to quit claim all its interest in the

property interests and sewer to the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA") upon completion of the project and acceptance of the Grimes Connector Sewer by the WRA.

6. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received final approval and acceptance by the Grimes City Council by Resolution, which approval and acceptance shall be noted on this Easement.
7. **SPECIAL PROVISIONS.** None.

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

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this 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 _____ day of _____, 20____.

[This space intentionally left blank]

CITY OF URBANDALE, GRANTOR

By: _____
Bob Andeweg, Mayor

Attest:

Nicole Lunders, 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 Bob Andeweg and Nicole Lunders, 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 Urbandale, 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 the authority of its City Council, under Roll Call No. ____ - _____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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

APPROVAL AND ACCEPTANCE BY GRANTEE:

CITY OF GRIMES, IOWA:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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.

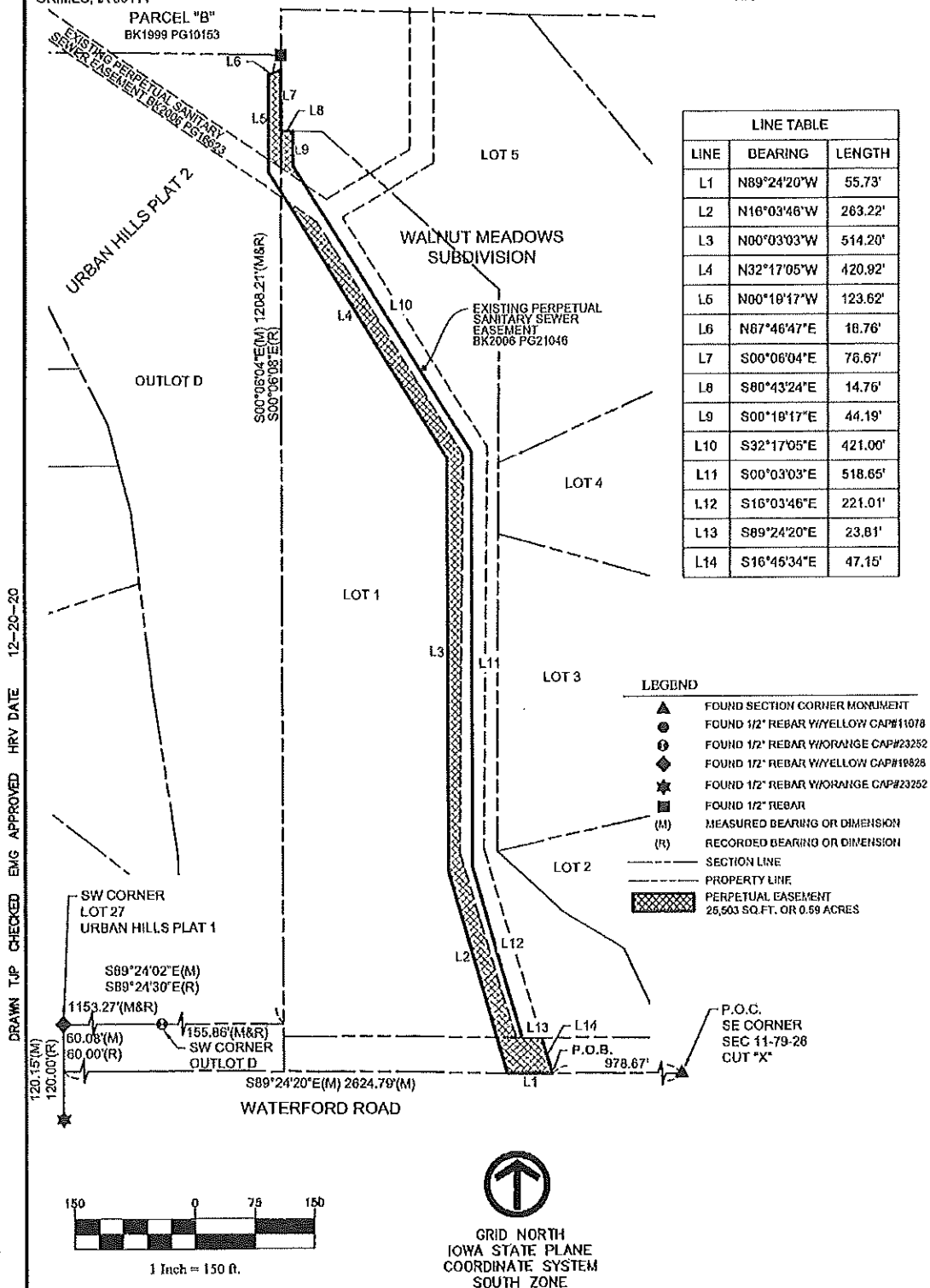
Notary Public in and for the State of Iowa

PROPERTY OWNER:
CITY OF URBANDALE
MAILING ADDRESS:
15729 WALNUT MEADOWS DR
GRIMES, IA 50111

EASEMENT DRAWING

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.
1211476001
1211455017
PHYSICAL ADDRESS:
NA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
Signed _____

Date _____



Eric M. Green, P.L.S.
Iowa License No. 17758
My license renewal date is December 31, 2021

128107

Drawings covered by this set: Sheets 1 and 2

Rev/By _____

GRIMES - WRA CONNECTOR
WRA PROJECT NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

PE-5370

SHEET 1 OF 2

EASEMENT DRAWING

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

LEGAL DESCRIPTION:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN LOT 1 OF THE CORRECTED FINAL PLAT OF WALNUT MEADOWS SUBDIVISION AND LOCATED IN OUTLOT D OF URBAN HILLS PLAT 2, BOTH OFFICIAL PLATS, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF URBANDALE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA; THENCE NORTH 89°24'20" WEST ALONG THE SOUTH LINE OF SAID SECTION 11 AND SAID WALNUT MEADOWS SUBDIVISION, 978.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°24'20" WEST ALONG SAID SOUTH LINE, 55.73 FEET; THENCE NORTH 16°03'46" WEST, 283.22 FEET; THENCE NORTH 00°03'03" WEST, 514.20 FEET; THENCE NORTH 32°17'05" WEST, 420.92 FEET; THENCE NORTH 00°19'17" WEST, 123.62 FEET; THENCE NORTH 67°46'47" EAST, 18.76 FEET TO THE EAST LINE OF SAID OUTLOT D; THENCE SOUTH 00°06'04" EAST ALONG SAID EAST LINE, 76.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 88°43'24" EAST ALONG SAID NORTH LINE, 14.75 FEET; THENCE SOUTH 00°19'17" EAST, 44.19 FEET; THENCE SOUTH 32°17'05" EAST, 421.00 FEET; THENCE SOUTH 00°03'03" EAST, 518.65 FEET; THENCE SOUTH 16°03'46" EAST, 221.01 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°24'20" EAST ALONG SAID SOUTH LINE, 23.81 FEET; THENCE SOUTH 18°45'34" EAST, 47.15 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM AN EXISTING SANITARY SEWER EASEMENT RECORDED IN BOOK 2008 ON PAGE 21046 IN THE DALLAS COUNTY RECORDER'S OFFICE.

CONTAINING 25,503 SQUARE FEET OR 0.59 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

DRAWN TJP CHECKED ENG APPROVED HRY DATE 12-20-20

GRIMES - WRA CONNECTOR
WRA PROJECT NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
615-225-8000

EXHIBIT

PE-5370

Rev/By

SHEET 2 OF 2

128107

Prepared by: Alecia A. Meuleners, 699 Walnut Street, Ste. 2000, Des Moines, IA 50309 Phone: (515) 288-6041
Return to: Alex S. Pfaltzgraff, City of Grimes, 410 SE Main Street, Grimes, IA 50111
Project: Grimes Sewer Connector

PERMANENT EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

The City of Urbandale, Iowa, a municipal corporation (hereinafter referred to as the "Grantor"), in consideration of the sum of _____/100 Dollars (\$____.00) to be paid by the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa (hereinafter "Grantee" or "City"), a Permanent Easement Sanitary Sewer Right-of-Way under, over, through and across the following described property:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11 AND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 11; THENCE NORTH 00°17'05" WEST ALONG THE EAST LINE OF SAID SECTION 11, 878.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°52'46" WEST, 33.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF 156th STREET; THENCE NORTH 00°17'05" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 30.01 FEET; THENCE SOUTH 88°52'46" EAST, 66.02 FEET TO THE EAST RIGHT-OF-WAY LINE OF 156th STREET; THENCE SOUTH 00°17'05" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 30.01 FEET; THENCE NORTH 88°52'46" WEST, 33.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,981 SQUARE FEET OR 0.05 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

EASEMENT DRAWING

PROPERTY OWNER:
CITY OF URBANDALE

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.
NA

MAILING ADDRESS:
3600 86TH STREET
URBANDALE, IA 50322

PHYSICAL ADDRESS:
NA

LEGAL DESCRIPTION:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11 AND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 11; THENCE NORTH 00°17'05" WEST ALONG THE EAST LINE OF SAID SECTION 11, 878.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°52'46" WEST, 33.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF 156th STREET; THENCE NORTH 00°17'05" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 30.01 FEET; THENCE SOUTH 88°52'46" EAST, 66.02 FEET TO THE EAST RIGHT-OF-WAY LINE OF 156th STREET; THENCE SOUTH 00°17'05" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 30.01 FEET; THENCE NORTH 88°52'46" WEST, 33.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,981 SQUARE FEET OR 0.05 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

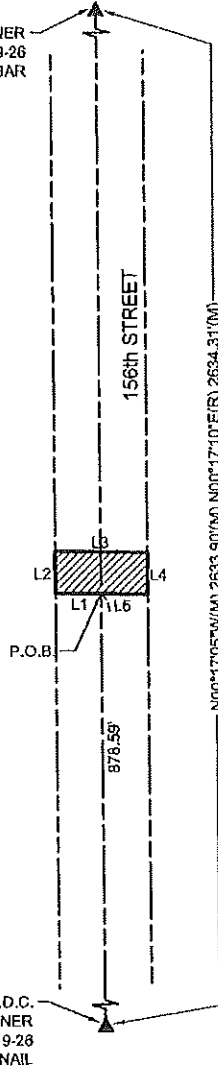
FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°52'46"W	33.01'
L2	N00°17'05"W	30.01'
L3	S88°52'46"E	66.02'
L4	S00°17'05"E	30.01'
L5	N88°52'46"W	33.01'

NE CORNER
SEC 11-79-26
1/2" REBAR

SE 1/4 NE 1/4
SEC 11-79-26

SW 1/4 NW 1/4
SEC 12-79-26



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- ▨ PERPETUAL EASEMENT
1,981 SQ. FT. OR 0.05 ACRES

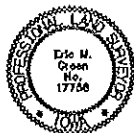


GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE

GRIMES - WRA CONNECTOR
WRA PROJECT NO.: XX-XXXX-XXX

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
Signed _____

Date _____



Eric M. Green, P.L.S.
Iowa License No. 17758
My license renewal date is December 31, 2021
Drawings covered by this seal:

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50268-1320
515-225-8000

EXHIBIT

PE-5380

SHEET 1 OF 1

Rev/By _____

DRAWN T.P. CHECKED ENG. APPROVED HRV DATE 01-04-21

128107

Which property is also described and depicted on the plat attached hereto as Exhibit "PE-5380" (hereinafter referred to as the "Easement Area") for all activities related to the purpose of Grantee constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with the necessary appurtenances thereto, under, over and through said Easement Area.

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Grantee.
2. **PLANTINGS.** The planting of trees and shrubs is prohibited within the Easement Area.
3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
4. **RIGHT OF ACCESS.** The Grantee, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the Grantee, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; and (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area. This right of access shall begin on the date that Grantor executes this document.
5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns and on Grantee's successors and assigns. Grantee intends to quit claim all its interest in the property interests and sewer to the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA") upon completion of the project and acceptance of the Grimes Connector Sewer by the WRA.
6. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received final approval and acceptance by the Grimes City Council by Resolution, which approval and acceptance shall be noted on this Easement.
7. **SPECIAL PROVISIONS.** None.

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

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this 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 _____ day of _____, 20____.

CITY OF URBANDALE, GRANTOR

By: _____
Bob Andeweg, Mayor

Attest:

Nicole Lunders, 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 Bob Andeweg and Nicole Lunders, 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 Urbandale, 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, hy the authority of its City Council, under Roll Call No. ____-____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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

APPROVAL AND ACCEPTANCE BY GRANTEE:

CITY OF GRIMES, IOWA:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____ - _____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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

Prepared by: Alecia A. Meuleners, 699 Walnut Street, Ste. 2000, Des Moines, IA 50309 Phone: (515) 288-6041
Return to: Alex S. Pfaltzgraff, City of Grimes, 410 SE Main Street, Grimes, IA 50111
Project: Grimes Sewer Connector

PERMANENT EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

The City of Urbandale, Iowa, a municipal corporation (hereinafter referred to as the "Grantor"), in consideration of the sum of _____/100 Dollars (\$____.00) to be paid by the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa (hereinafter "Grantee" or "City"), a Permanent Easement Sanitary Sewer Right-of-Way under, over, through and across the following described property:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 12; THENCE NORTH 88°59'04" EAST ALONG THE NORTH LINE OF SAID SECTION 12, 484.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°59'04" EAST ALONG SAID NORTH LINE, 34.61 FEET; THENCE SOUTH 28°53'47" WEST, 46.15 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MEADOW DRIVE; THENCE SOUTH 88°59'04" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 34.61 FEET; THENCE NORTH 28°53'47" EAST, 46.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 52,695 SQUARE FEET OR 1.21 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

Which property is also described and depicted on the plat attached hereto as Exhibit "PE-5382" (hereinafter referred to as the "Easement Area") for all activities related to the purpose of Grantee constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with the necessary appurtenances thereto, under, over and through said Easement Area.

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Grantee.
2. **PLANTINGS.** The planting of trees and shrubs is prohibited within the Easement Area.
3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
4. **RIGHT OF ACCESS.** The Grantee, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the Grantee, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; and (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area. This right of access shall begin on the date that Grantor executes this document.
5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns and on Grantee's successors and assigns. Grantee intends to quit claim all its interest in the property interests and sewer to the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA") upon completion of the project and acceptance of the Grimes Connector Sewer by the WRA.
6. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received final approval and acceptance by the Grimes City Council by Resolution, which approval and acceptance shall be noted on this Easement.
7. **SPECIAL PROVISIONS.** None.

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

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this 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 _____ day of _____, 20____.

CITY OF URBANDALE, GRANTOR

By: _____
Bob Andeweg, Mayor

Attest:

Nicole Lunders, 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 Bob Andeweg and Nicole Lunders, 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 Urbandale, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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

APPROVAL AND ACCEPTANCE BY GRANTEE:

CITY OF GRIMES, IOWA:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

EASEMENT DRAWING

PROPERTY OWNER:
CITY OF URBAN DALE

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.
NA

MAILING ADDRESS:
3600 86TH STREET
URBANDALE, IA 50322

PHYSICAL ADDRESS:
NA

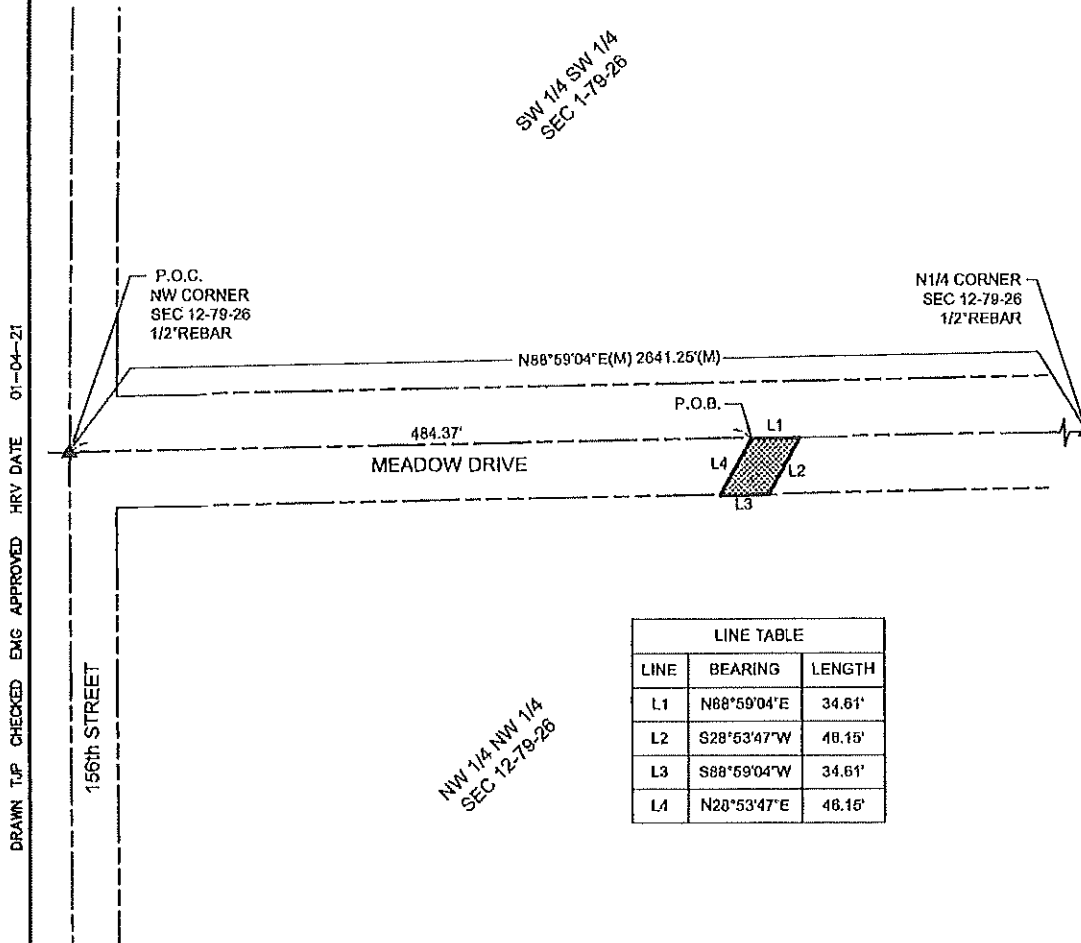
LEGAL DESCRIPTION:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 70 NORTH, RANGE 26 WEST OF THE 5th P.M., DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 12; THENCE NORTH 88°59'04" EAST ALONG THE NORTH LINE OF SAID SECTION 12, 484.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°59'04" EAST ALONG SAID NORTH LINE, 34.61 FEET; THENCE SOUTH 28°53'47" WEST, 46.15 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MEADOW DRIVE; THENCE SOUTH 88°59'04" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 34.61 FEET; THENCE NORTH 28°53'47" EAST, 46.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 52,695 SQUARE FEET OR 1.21 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- ▨ PERPETUAL EASEMENT
1,384 SQ. FT. OR 0.03 ACRES

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE



1 Inch = 100 ft.



GRIMES - WRA CONNECTOR
WRA PROJECT NO.: XX-XXXX-XXX

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
Signed _____

Date _____



Eric M. Green, P.L.S.
Iowa License No. 17758
My license renewal date is December 31, 2021
Drawings covered by this seal:

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

PE-5382

Rev/By _____

SHEET 1 OF 1

128107

Prepared by: Alecia A. Meuleners, 699 Walnut Street, Ste. 2000, Des Moines, IA 50309 Phone: (515) 288-6041
Return to: Alex S. Pfaltzgraff, City of Grimes, 410 SE Main Street, Grimes, IA 50111
Project: Grimes Sewer Connector

PERMANENT EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

The City of Urbandale, Iowa, a municipal corporation (hereinafter referred to as the "Grantor"), in consideration of the sum of _____/100 Dollars (\$____.00) to be paid by the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa (hereinafter "Grantee" or "City"), a Permanent Easement Sanitary Sewer Right-of-Way under, over, through and across the following described property:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN PARCEL Q IN PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M., URBANDALE, DALLAS COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY THEREOF RECORDED IN BOOK 2005 ON PAGE 797 IN THE DALLAS COUNTY RECORDER'S OFFICE. SAID PERPETUAL EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL Q; THENCE SOUTH 89°52'15" EAST ALONG THE NORTH LINE OF SAID PARCEL Q, 158.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°52'15" EAST ALONG SAID NORTH LINE, 35.33 FEET; THENCE SOUTH 31°45'16" EAST, 220.54 FEET; THENCE SOUTH 73°51'10" EAST, 489.62 FEET; THENCE SOUTH 40°21'59" EAST, 350.03 FEET; THENCE SOUTH 32°29'39" EAST, 443.07 FEET; THENCE SOUTH 12°03'32" WEST, 66.50 FEET; THENCE NORTH 77°56'28" WEST, 30.00 FEET; THENCE NORTH 12°03'32" EAST, 54.21 FEET; THENCE NORTH 32°29'39" WEST, 428.72 FEET; THENCE NORTH 40°12'59" WEST, 338.94 FEET; THENCE NORTH 73°51'10" WEST, 492.14 FEET; THENCE NORTH 31°45'16" WEST, 250.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 47,078 SQUARE FEET OR 1.08 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

Which property is also described and depicted on the plat attached hereto as Exhibit "PE-5351" (hereinafter referred to as the "Easement Area") for all activities related to the purpose of Grantee constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with the necessary appurtenances thereto, under, over and through said Easement Area.

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Grantee.
2. **PLANTINGS.** The planting of trees and shrubs is prohibited within the Easement Area.
3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
4. **RIGHT OF ACCESS.** The Grantee, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the Grantee, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; and (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area. This right of access shall begin on the date that Grantor executes this document.
5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns and on Grantee's successors and assigns. Grantee intends to quit claim all its interest in the property interests and sewer to the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA") upon completion of the project and acceptance of the Grimes Connector Sewer by the WRA.
6. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received final approval and acceptance by the Grimes City Council by Resolution, which approval and acceptance shall be noted on this Easement.

7. **SPECIAL PROVISIONS.** None.

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

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

[This space intentionally left blank]

Signed this _____ day of _____, 20_____.

CITY OF URBANDALE, GRANTOR

By: _____
Bob Andeweg, Mayor

Attest:

Nicole Lunders, 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 Bob Andeweg and Nicole Lunders, 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 Urbandale, 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 the authority of its City Council, under Roll Call No. ____ - _____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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

APPROVAL AND ACCEPTANCE BY GRANTEE:

CITY OF GRIMES, IOWA:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

Rev/By

EASEMENT DRAWING

PROPERTY OWNER:
CITY OF URBANDALE, IOWA,
A MUNICIPAL CORPORATION
BOOK 2006, PAGE 21035

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.
1224400015

MAILING ADDRESS:
3600 NW 86TH ST
URBANDALE, IA 60322

PHYSICAL ADDRESS:
N/A

LEGAL DESCRIPTION:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN PARCEL Q IN PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 8th P.M., URBANDALE, DALLAS COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY THEREOF RECORDED IN BOOK 2005 ON PAGE 787 IN THE DALLAS COUNTY RECORDER'S OFFICE. SAID PERPETUAL EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL Q; THENCE SOUTH 89°52'15" EAST ALONG THE NORTH LINE OF SAID PARCEL Q, 168.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°52'16" EAST ALONG SAID NORTH LINE, 35.33 FEET; THENCE SOUTH 31°45'16" EAST, 220.64 FEET; THENCE SOUTH 73°51'10" EAST, 409.62 FEET; THENCE SOUTH 40°21'59" EAST, 350.03 FEET; THENCE SOUTH 32°29'39" EAST, 443.07 FEET; THENCE SOUTH 12°03'32" WEST, 68.50 FEET; THENCE NORTH 77°56'28" WEST, 30.00 FEET; THENCE NORTH 12°03'32" EAST, 54.21 FEET; THENCE NORTH 32°29'39" WEST, 428.72 FEET; THENCE NORTH 40°12'59" WEST, 338.94 FEET; THENCE NORTH 73°51'10" WEST, 492.14 FEET; THENCE NORTH 31°45'16" WEST, 250.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 47,078 SQUARE FEET OR 1.08 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

DRAWN TJP CHECKED EMG APPROVED HRV DATE 09-03-20

GRIMES - WRA CONNECTOR
ACTIVITY ID NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50268-1320
515-226-0000

EXHIBIT

PE-5351

Rev/By

SHEET 2 OF 2

128107

Prepared by: Alecia A. Meuleners, 699 Walnut Street, Ste. 2000, Des Moines, IA 50309 Phone: (515) 288-6041
Return to: Alex S. Pfaltzgraff, City of Grimes, 410 SE Main Street, Grimes, IA 50111
Project: Grimes Sewer Connector

PERMANENT EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

The City of Urbandale, Iowa, a municipal corporation (hereinafter referred to as the "Grantor"), in consideration of the sum of _____/100 Dollars (\$____.00) to be paid by the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa (hereinafter "Grantee" or "City"), a Permanent Easement Sanitary Sewer Right-of-Way under, over, through and across the following described property:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN AN ACQUISITION PLAT IN PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M., URBANDALE, DALLAS COUNTY, IOWA, AS SHOWN ON THE CONDEMNATION THEREOF RECORDED IN BOOK 14 ON PAGE 625 IN THE DALLAS COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID ACQUISITION; THENCE SOUTH 89°52'15" EAST ALONG THE SOUTH LINE OF SAID ACQUISITION, 158.63 FEET TO THE POINT OF BEGINNING; THENCE NORTH 31°45'16" WEST, 244.84 FEET; THENCE NORTH 00°20'48" WEST, 472.36 FEET; THENCE SOUTH 88°59'26" WEST, 26.82 FEET TO THE WEST LINE OF SAID ACQUISITION; THENCE NORTH 00°00'32" EAST ALONG SAID WEST LINE, 30.00 FEET; THENCE NORTH 88°59'26" EAST, 56.63 FEET; THENCE SOUTH 00°20'48" EAST, 494.28 FEET; THENCE SOUTH 31°45'16" EAST, 255.07 FEET TO THE SOUTH LINE OF SAID ACQUISITION; THENCE NORTH 89°52'15" WEST ALONG SAID SOUTH LINE, 35.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 23,250 SQUARE FEET OR 0.53 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

Which property is also described and depicted on the plat attached hereto as Exhibit "PE-5352" (hereinafter referred to as the "Easement Area") for all activities related to the purpose of Grantee constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with the necessary appurtenances thereto, under, over and through said Easement Area.

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Grantee.
2. **PLANTINGS.** The planting of trees and shrubs is prohibited within the Easement Area.
3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
4. **RIGHT OF ACCESS.** The Grantee, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the Grantee, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; and (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area. This right of access shall begin on the date that Grantor executes this document.
5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns and on Grantee's successors and assigns. Grantee intends to quit claim all its interest in the property interests and sewer to the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA") upon completion of the project and acceptance of the Grimes Connector Sewer by the WRA.
6. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received final approval and acceptance by the Grimes City Council by Resolution, which approval and acceptance shall be noted on this Easement.

7. **SPECIAL PROVISIONS.** None.

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

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this 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 _____ day of _____, 20____.

[This space intentionally left blank]

CITY OF URBANDALE, GRANTOR

By: _____
Bob Andeweg, Mayor

Attest:

Nicole Lunders, 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 Bob Andeweg and Nicole Lunders, 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 Urbandale, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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

APPROVAL AND ACCEPTANCE BY GRANTEE:

CITY OF GRIMES, IOWA:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____ - ____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

EASEMENT DRAWING

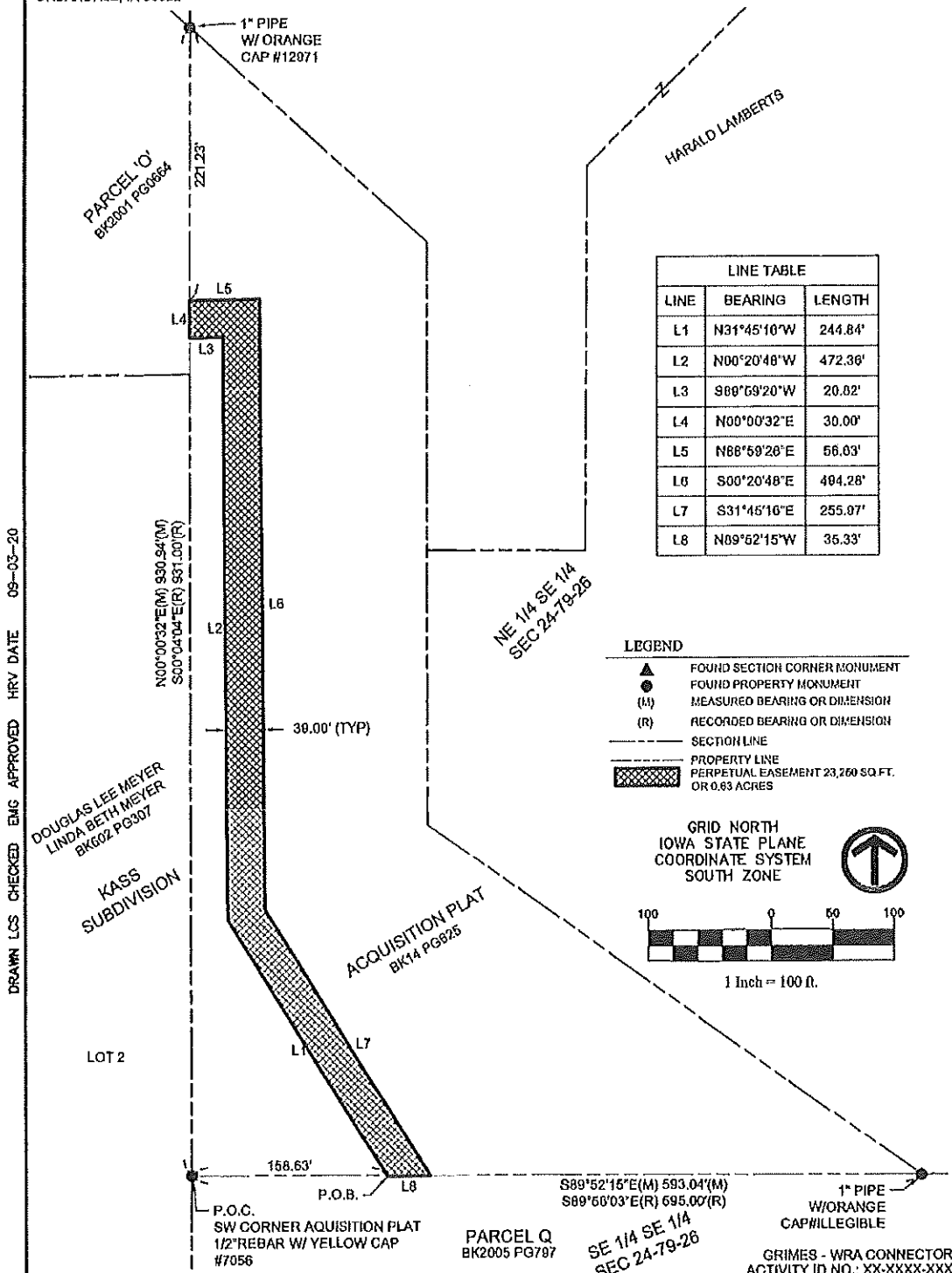
PROPERTY OWNER:
CITY OF URBANDALE, IOWA,
A MUNICIPAL CORPORATION
BOOK 14, PAGE 625

MAILING ADDRESS:
3800 NW 88TH ST
URBANDALE, IA 50322

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.
1224400019

PHYSICAL ADDRESS:
N/A



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. Signed

Date



Eric M. Green, P.L.S.
Iowa License No. 17758
My license renewal date is December 31, 2021
Drawings covered by this seal: Sheets 1 and 2

Rev/By

EXHIBIT

PE-5352

SHEET 1 OF 2

128107

EASEMENT DRAWING

PROPERTY OWNER:
CITY OF URBANDALE, IOWA,
A MUNICIPAL CORPORATION
BOOK 14, PAGE 025

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.
1224400010

MAILING ADDRESS:
3600 NW 88TH ST
URBANDALE, IA 50322

PHYSICAL ADDRESS:
N/A

LEGAL DESCRIPTION:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN AN ACQUISITION PLAT IN PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 6th P.M., URBANDALE, DALLAS COUNTY, IOWA, AS SHOWN ON THE CONDEMNATION THEREOF RECORDED IN BOOK 14 ON PAGE 625 IN THE DALLAS COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID ACQUISITION; THENCE SOUTH 89°52'15" EAST ALONG THE SOUTH LINE OF SAID ACQUISITION, 168.63 FEET TO THE POINT OF BEGINNING; THENCE NORTH 31°45'16" WEST, 244.84 FEET; THENCE NORTH 00°20'48" WEST, 472.36 FEET; THENCE SOUTH 88°59'26" WEST, 28.82 FEET TO THE WEST LINE OF SAID ACQUISITION; THENCE NORTH 00°00'32" EAST ALONG SAID WEST LINE, 30.00 FEET; THENCE NORTH 88°59'26" EAST, 66.63 FEET; THENCE SOUTH 00°20'40" EAST, 494.28 FEET; THENCE SOUTH 31°45'16" EAST, 255.07 FEET TO THE SOUTH LINE OF SAID ACQUISITION; THENCE NORTH 89°52'15" WEST ALONG SAID SOUTH LINE, 35.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 23,260 SQUARE FEET OR 0.53 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

128107
DRAWN LCS CHECKED EMG APPROVED HRY DATE 09-03-20

GRIMES - WRA CONNECTOR
ACTIVITY ID NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

PE-5352

Rev/By

SHEET 2 OF 2

Prepared by: Alecia A. Meuleners, 699 Walnut Street, Ste. 2000, Des Moines, IA 50309 Phone: (515) 288-6041
Return to: Alex S. Pfaltzgraff, City of Grimes, 410 SE Main Street, Grimes, IA 50111
Project: Grimes Sewer Connector

PERMANENT EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

The City of Urbandale, Iowa, a municipal corporation (hereinafter referred to as the "Grantor"), in consideration of the sum of _____/100 Dollars (\$____.00) to be paid by the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa (hereinafter "Grantee" or "City"), a Permanent Easement Sanitary Sewer Right-of-Way under, over, through and across the following described property:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN PARCELS 'O', 'E', 'F', 'H', AND 'G' IN PART OF SECTION 24, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M., URBANDALE, DALLAS COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY THEREOF RECORDED IN BOOK 2001 ON PAGE 0664 IN THE DALLAS COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'O'; THENCE NORTH 00°00'32" EAST ALONG THE EAST LINE OF SAID PARCEL 'O', 28.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°59'26" WEST, 943.56 FEET; THENCE NORTH 05°29'26" WEST, 391.08 FEET; THENCE NORTH 00°49'06" WEST, 398.12 FEET; THENCE NORTH 00°57'17" WEST, 400.25 FEET; THENCE NORTH 00°54'16" WEST, 412.21 FEET; THENCE NORTH 67°17'45" WEST, 475.32 FEET; THENCE NORTH 01°47'32" WEST, 393.16 FEET; THENCE NORTH 05°46'51" WEST, 400.25 FEET; THENCE NORTH 06°26'29" WEST, 176.07 FEET; THENCE NORTH 64°15'34" WEST, 76.82 FEET; THENCE NORTH 12°44'24" EAST, 232.42 FEET; THENCE NORTH 22°40'10" WEST, 185.91 FEET; THENCE NORTH 07°31'07" WEST, 98.62 FEET TO THE NORTH LINE OF SAID SECTION 24; THENCE NORTH 89°40'54" EAST ALONG SAID NORTH LINE OF SECTION 24, 30.24 FEET; THENCE SOUTH 07°31'07" EAST, 90.84 FEET; THENCE SOUTH 22°40'10" EAST, 191.49 FEET; THENCE SOUTH 12°44'24" WEST, 218.14 FEET; THENCE SOUTH 64°15'34" EAST, 69.52 FEET; THENCE SOUTH 06°26'29" EAST, 192.81 FEET; THENCE SOUTH 05°46'51"

EAST, 401.47 FEET; THENCE SOUTH 01°47'32" EAST, 374.91; THENCE SOUTH 67°17'45" EAST, 475.65; THENCE SOUTH 00°54'16" EAST, 431.82 FEET; THENCE SOUTH 00°57'17" EAST, 400.29 FEET; THENCE SOUTH 00°49'06" EAST, 396.94 FEET; THENCE SOUTH 05°29'26" EAST, 362.12 FEET; THENCE NORTH 88°59'26" EAST, 916.35 FEET TO SAID EAST LINE OF PARCEL 'O'; THENCE SOUTH 00°00'32" WEST ALONG SAID EAST LINE OF PARCEL 'O', 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 136,592 SQUARE FEET OR 3.13 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

Which property is also described and depicted on the plat attached hereto as Exhibit "PE-5354" (hereinafter referred to as the "Easement Area") for all activities related to the purpose of Grantee constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with the necessary appurtenances thereto, under, over and through said Easement Area.

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Grantee.
2. **PLANTINGS.** The planting of trees and shrubs is prohibited within the Easement Area.
3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
4. **RIGHT OF ACCESS.** The Grantee, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the Grantee, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; and (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines,

sewer lines and natural gas facilities that are within or encroaching upon the Easement Area. This right of access shall begin on the date that Grantor executes this document.

5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns and on Grantee's successors and assigns. Grantee intends to quit claim all its interest in the property interests and sewer to the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA") upon completion of the project and acceptance of the Grimes Connector Sewer by the WRA.
6. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received final approval and acceptance by the Grimes City Council by Resolution, which approval and acceptance shall be noted on this Easement.
7. **SPECIAL PROVISIONS.** None.

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

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this 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 _____ day of _____, 20_____.

[This space intentionally left blank]

CITY OF URBANDALE, GRANTOR

By: _____
Bob Andeweg, Mayor

Attest:

Nicole Lunders, 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 Bob Andeweg and Nicole Lunders, 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 Urbandale, 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 the authority of its City Council, under Roll Call No. ____ - _____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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

APPROVAL AND ACCEPTANCE BY GRANTEE:

CITY OF GRIMES, IOWA:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____ - ____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

EASEMENT DRAWING

PROPERTY OWNER:
CITY OF URBANDALE, IOWA,
A MUNICIPAL CORPORATION
BOOK 2001, PAGE 1157
BOOK 2006, PAGE 12005

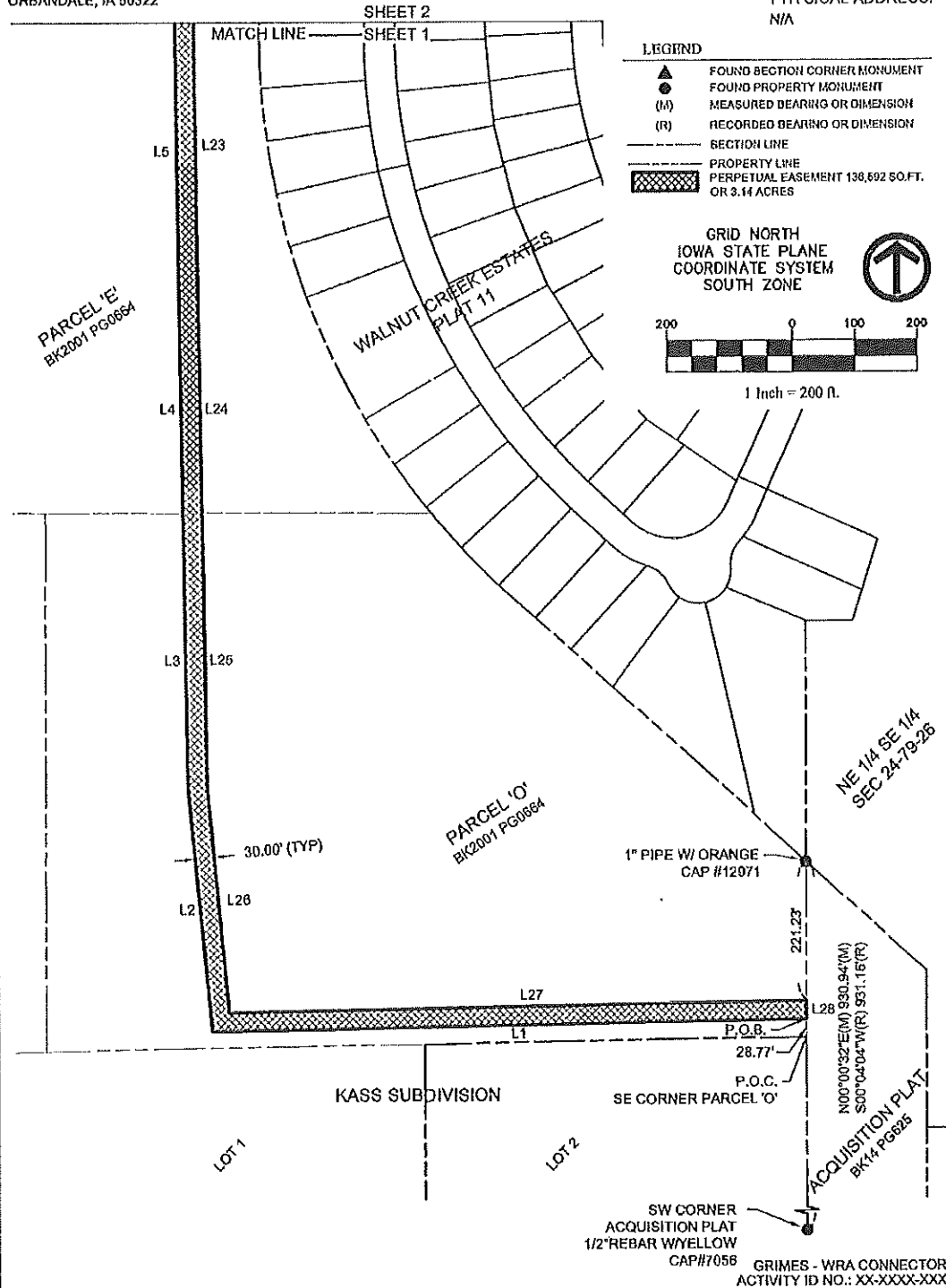
MAILING ADDRESS:
3600 NW 86TH ST
URBANDALE, IA 50322

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.
1224400011
1224200013
1224100018
1224100017
1224100016

PHYSICAL ADDRESS:
N/A

DRAWN LCS CHECKED EMG APPROVED HRY DATE 10-22-20



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. Signed

Date



Eric M. Green, P.L.S.
Iowa License No. 17758
My license renewal date is December 31, 2021
Drawings covered by this seal: Sheets 1 through 3

Rev/By

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
615-225-8000

EXHIBIT

PE-5354

SHEET 1 OF 3

128107

EASEMENT DRAWING

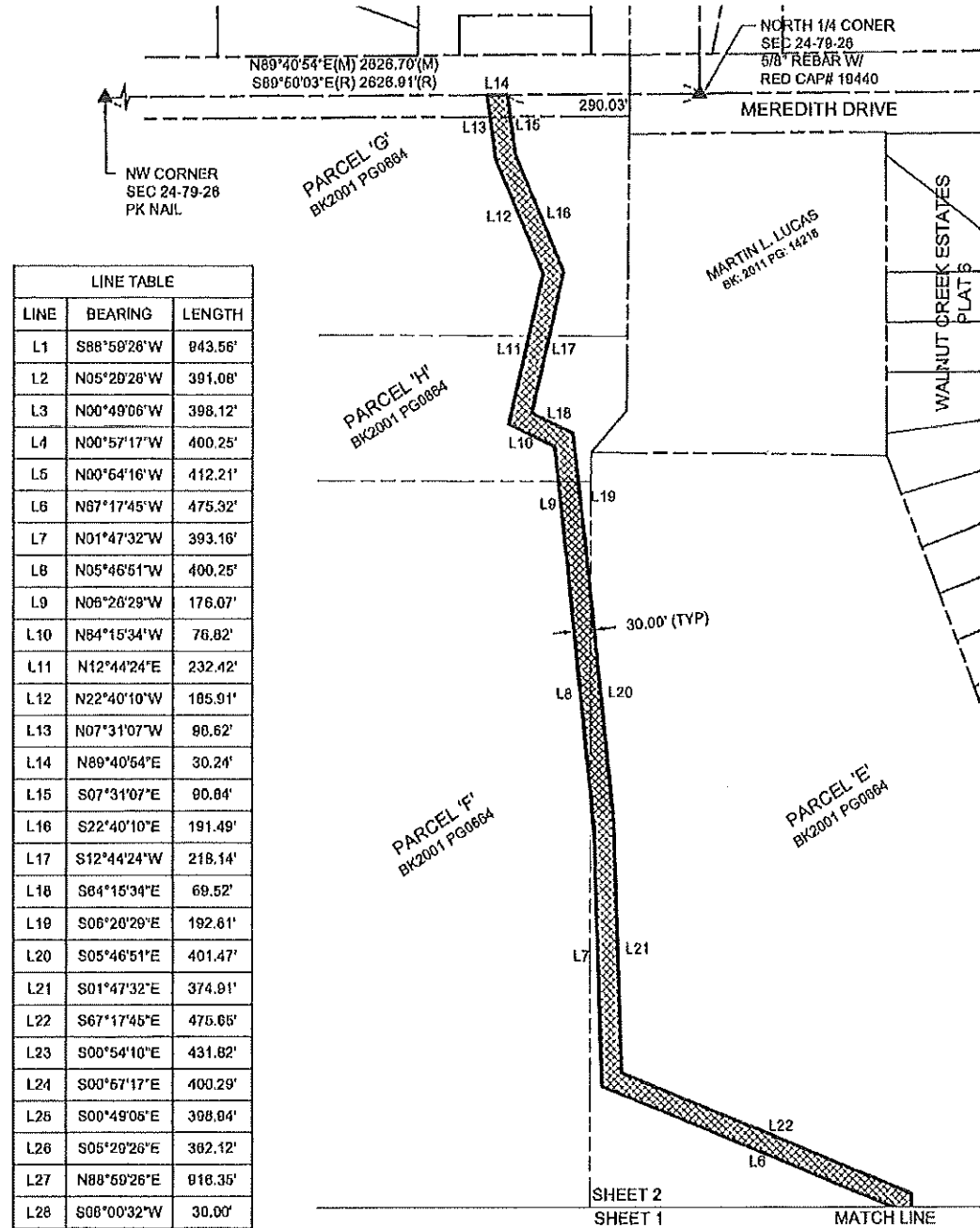
PROPERTY OWNER:
CITY OF URBANDALE, IOWA,
A MUNICIPAL CORPORATION
BOOK 2001, PAGE 1157
BOOK 2006, PAGE 12005

MAILING ADDRESS:
3600 NW 86TH ST
URBANDALE, IA 50322

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.
1224400011
1224200013
1224100018
1224100017
1224100016

PHYSICAL ADDRESS:
N/A



DRAWN LOS CHECKED EMG APPROVED HRV DATE 10-22-20

GRIMES - WRA CONNECTOR
ACTIVITY ID NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
615-225-0000

EXHIBIT

PE-5354

SHEET 2 OF 3

Rev/By

128107

EASEMENT DRAWING

PROPERTY OWNER:
CITY OF URBANDALE, IOWA,
A MUNICIPAL CORPORATION
BOOK 2001, PAGE 1157
BOOK 2006, PAGE 12005

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.
1224400011
1224200013
1224100010
1224100017
1224100016

MAILING ADDRESS:
3800 NW 86TH ST
URBANDALE, IA 50322

PHYSICAL ADDRESS:
N/A

LEGAL DESCRIPTION:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN PARCELS 'O', 'E', 'F', 'H', AND 'G' IN PART OF SECTION 24, TOWNSHIP 70 NORTH, RANGE 26 WEST OF THE 5th P.M., URBANDALE, DALLAS COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY THEREOF RECORDED IN BOOK 2001 ON PAGE 0664 IN THE DALLAS COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'O'; THENCE NORTH 00°00'32" EAST ALONG THE EAST LINE OF SAID PARCEL 'O', 28.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°59'26" WEST, 943.56 FEET; THENCE NORTH 05°29'26" WEST, 391.08 FEET; THENCE NORTH 00°49'06" WEST, 398.12 FEET; THENCE NORTH 00°57'17" WEST, 400.25 FEET; THENCE NORTH 00°54'16" WEST, 412.21 FEET; THENCE NORTH 67°17'45" WEST, 475.32 FEET; THENCE NORTH 01°47'32" WEST, 393.16 FEET; THENCE NORTH 05°46'51" WEST, 400.26 FEET; THENCE NORTH 06°26'29" WEST, 176.07 FEET; THENCE NORTH 64°15'34" WEST, 76.82 FEET; THENCE NORTH 12°44'24" EAST, 232.42 FEET; THENCE NORTH 22°40'10" WEST, 185.91 FEET; THENCE NORTH 07°31'07" WEST, 99.62 FEET TO THE NORTH LINE OF SAID SECTION 24; THENCE NORTH 89°40'54" EAST ALONG SAID NORTH LINE OF SECTION 24, 30.24 FEET; THENCE SOUTH 07°31'07" EAST, 90.84 FEET; THENCE SOUTH 22°40'10" EAST, 191.49 FEET; THENCE SOUTH 12°44'24" WEST, 218.14 FEET; THENCE SOUTH 64°15'34" EAST, 69.52 FEET; THENCE SOUTH 06°26'29" EAST, 192.81 FEET; THENCE SOUTH 05°46'51" EAST, 401.47 FEET; THENCE SOUTH 01°47'32" EAST, 374.91; THENCE SOUTH 67°17'45" EAST, 475.65; THENCE SOUTH 00°54'16" EAST, 431.82 FEET; THENCE SOUTH 00°57'17" EAST, 400.28 FEET; THENCE SOUTH 00°49'06" EAST, 396.94 FEET; THENCE SOUTH 05°29'26" EAST, 362.12 FEET; THENCE NORTH 88°59'26" EAST, 916.35 FEET TO SAID EAST LINE OF PARCEL 'O'; THENCE SOUTH 00°00'32" WEST ALONG SAID EAST LINE OF PARCEL 'O', 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 130,592 SQUARE FEET OR 3.13 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

DRAWN LCS CHECKED EMC APPROVED HRV DATE 10-22-20

GRIMES - WRA CONNECTOR
ACTIVITY ID NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3800 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50268-1320
515-225-8000

EXHIBIT

PE-5354

Rev/By

SHEET 3 OF 3

128107

Prepared by: Alecia A. Meuleners, 699 Walnut Street, Ste. 2000, Des Moines, IA 50309 Phone: (515) 288-6041
Return to: Alex S. Pfaltzgraff, City of Grimes, 410 SE Main Street, Grimes, IA 50111
Project: Grimes Sewer Connector

PERMANENT EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

The City of Urbandale, Iowa, a municipal corporation (hereinafter referred to as the "Grantor"), in consideration of the sum of _____/100 Dollars (\$____.00) to be paid by the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa (hereinafter "Grantee" or "City"), a Permanent Easement Sanitary Sewer Right-of-Way under, over, through and across the following described property:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN LOT 'A' AND OUTLOT 'X' IN WALNUT TRACE AND IN OUTLOT "T" IN BENT CREEK ESTATES PLAT 4, BOTH OFFICIAL PLATS, NOW INCLUDED IN AND FORMING PART OF THE CITY OF URBANDALE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SECTION 13, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M., DALLAS COUNTY, IOWA; THENCE SOUTH 89°40'54" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, 290.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°40'54" WEST ALONG SAID SOUTH LINE OF SAID SECTION 13, 30.24 FEET; THENCE NORTH 07°31'07" WEST, 144.47 FEET; THENCE NORTH 07°13'23" WEST, 307.96 FEET; THENCE NORTH 01°16'19" EAST, 398.94 FEET; THENCE NORTH 20°05'41" WEST, 249.54 FEET; THENCE NORTH 45°30'31" WEST, 388.60 FEET; THENCE SOUTH 89°52'55" WEST, 417.08 FEET; THENCE NORTH 37°44'55" WEST, 108.85 FEET; THENCE SOUTH 70°47'24" WEST, 106.61 FEET TO THE WEST LINE OF OUTLOT "T" IN SAID BENT CREEK ESTATES PLAT 4; THENCE NORTH 00°05'41" WEST ALONG SAID WEST LINE, 31.75 FEET; THENCE NORTH 70°47'24" EAST, 107.33 FEET; THENCE SOUTH 73°28'46" EAST, 16.99 FEET; THENCE SOUTH 37°44'55" EAST, 105.22 FEET; THENCE NORTH 89°52'55" EAST, 414.64 FEET; THENCE SOUTH 45°30'31" EAST, 407.64 FEET; THENCE SOUTH 20°05'41" EAST, 261.96 FEET; THENCE SOUTH 01°16'19" WEST, 402.37 FEET; THENCE SOUTH 07°13'23" EAST,

305.66 FEET; THENCE SOUTH 07°31'07" EAST, 148.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 64,388 SQUARE FEET OR 1.48 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

Which property is also described and depicted on the plat attached hereto as Exhibit "PE-5355" (hereinafter referred to as the "Easement Area") for all activities related to the purpose of Grantee constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with the necessary appurtenances thereto, under, over and through said Easement Area.

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Grantee.
2. **PLANTINGS.** The planting of trees and shrubs is prohibited within the Easement Area.
3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
4. **RIGHT OF ACCESS.** The Grantee, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the Grantee, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; and (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area. This right of access shall begin on the date that Grantor executes this document.
5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns and on Grantee's successors and assigns. Grantee intends to quit claim all its interest in the property interests and sewer to the Des Moines Metropolitan Wastewater Reclamation

Authority ("WRA") upon completion of the project and acceptance of the Grimes Connector Sewer by the WRA.

6. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received final approval and acceptance by the Grimes City Council by Resolution, which approval and acceptance shall be noted on this Easement.
7. **SPECIAL PROVISIONS.** None.

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

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this 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 _____ day of _____, 20_____.

[This space intentionally left blank]

CITY OF URBANDALE, GRANTOR

By: _____
Bob Andeweg, Mayor

Attest:

Nicole Lunders, 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 Bob Andeweg and Nicole Lunders, 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 Urbandale, 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 the authority of its City Council, under Roll Call No. ____ - _____ of the City Council on the _____ day of _____, 20____, and that _____ and _____ 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

APPROVAL AND ACCEPTANCE BY GRANTEE:

CITY OF GRIMES, IOWA:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

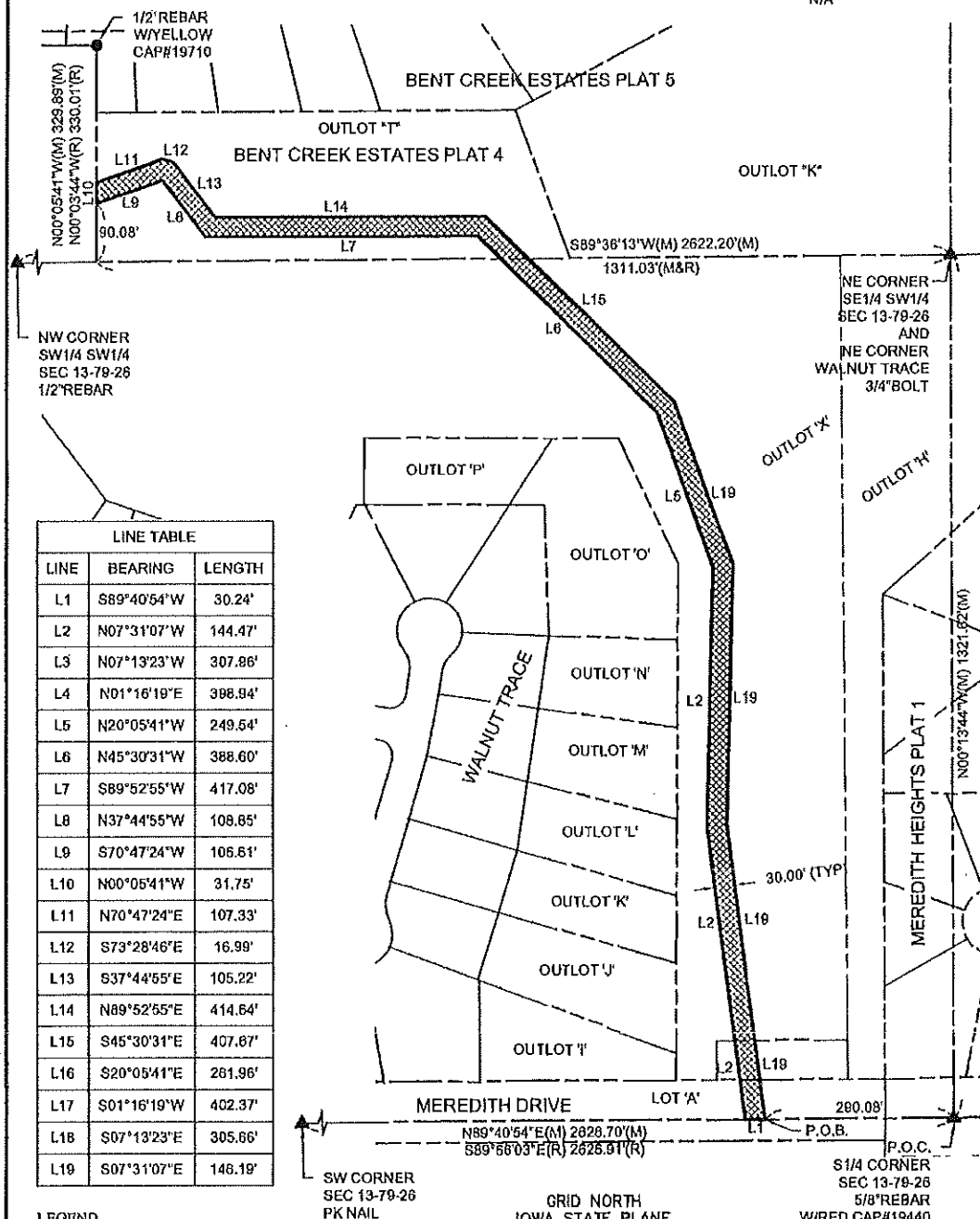
EASEMENT DRAWING

PROPERTY OWNER:
CITY OF URBANDALE, IOWA,
A MUNICIPAL CORPORATION
BOOK 2001, PAGE 12695

MAILING ADDRESS:
3800 NW 88TH ST
URBANDALE, IA 50322

PARCEL NO.
1213376037
1213376039

PHYSICAL ADDRESS:
N/A



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°40'54\"W	30.24'
L2	N07°31'07\"W	144.47'
L3	N07°13'23\"W	307.86'
L4	N01°16'19\"E	398.94'
L5	N20°05'41\"W	249.54'
L6	N45°30'31\"W	388.60'
L7	S89°52'55\"W	417.08'
L8	N37°44'55\"W	108.85'
L9	S70°47'24\"W	106.61'
L10	N00°05'41\"W	31.75'
L11	N70°47'24\"E	107.33'
L12	S73°28'46\"E	16.99'
L13	S37°44'55\"E	105.22'
L14	N89°52'55\"E	414.64'
L15	S45°30'31\"E	407.67'
L16	S20°05'41\"E	261.96'
L17	S01°16'19\"W	402.37'
L18	S07°13'23\"E	305.66'
L19	S07°31'07\"E	146.19'

LEGEND

- FOUND SECTION CORNER MONUMENT
- FOUND PROPERTY MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- ▨ PERPETUAL EASEMENT 64,368 SQ.FT. OR 1.48 ACRES

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE



1 Inch = 200 ft.

GRIMES - WRA CONNECTOR
ACTIVITY ID NO.: XX-XXXX-XXX

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
Signed

Date



Eric M. Green, P.L.S.
Iowa License No. 17758
My license renewal date is December 31, 2021
Drawings covered by this seal: Sheets 1 and 2

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

PE-5355

SHEET 1 OF 2

DRAWN TJP CHECKED ENG APPROVED HRV DATE 12-14-20

128107

EASEMENT DRAWING

PROPERTY OWNER:
CITY OF URBANDALE, IOWA,
A MUNICIPAL CORPORATION
BOOK 2001, PAGE 12895

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.
1213376037
1213376039

MAILING ADDRESS:
3600 NW 86TH ST
URBANDALE, IA 50322

PHYSICAL ADDRESS:
N/A

LEGAL DESCRIPTION:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN LOT 'A' AND OUTLOT 'X' IN WALNUT TRACE AND IN OUTLOT 'T' IN BENT CREEK ESTATES PLAT 4, BOTH OFFICIAL PLATS, NOW INCLUDED IN AND FORMING PART OF THE CITY OF URBANDALE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SECTION 13, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 6th P.M., DALLAS COUNTY, IOWA; THENCE SOUTH 89°40'54" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, 290.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°40'54" WEST ALONG SAID SOUTH LINE OF SAID SECTION 13, 30.24 FEET; THENCE NORTH 67°31'07" WEST, 144.47 FEET; THENCE NORTH 07°13'23" WEST, 307.96 FEET; THENCE NORTH 01°16'19" EAST, 388.94 FEET; THENCE NORTH 20°05'41" WEST, 249.54 FEET; THENCE NORTH 45°30'31" WEST, 388.60 FEET; THENCE SOUTH 89°52'55" WEST, 417.08 FEET; THENCE NORTH 37°44'55" WEST, 108.85 FEET; THENCE SOUTH 70°47'24" WEST, 108.61 FEET TO THE WEST LINE OF OUTLOT 'T' IN SAID BENT CREEK ESTATES PLAT 4; THENCE NORTH 00°05'41" WEST ALONG SAID WEST LINE, 31.75 FEET; THENCE NORTH 70°47'24" EAST, 107.33 FEET; THENCE SOUTH 73°28'46" EAST, 16.99 FEET; THENCE SOUTH 37°44'55" EAST, 105.22 FEET; THENCE NORTH 89°52'55" EAST, 414.64 FEET; THENCE SOUTH 45°30'31" EAST, 407.64 FEET; THENCE SOUTH 20°05'41" EAST, 261.96 FEET; THENCE SOUTH 01°16'19" WEST, 402.37 FEET; THENCE SOUTH 07°13'23" EAST, 305.66 FEET; THENCE SOUTH 07°31'07" EAST, 148.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 64,388 SQUARE FEET OR 1.48 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

DRAWN TJP CHECKED EMG APPROVED HRV DATE 12-14-20

GRIMES - WRA CONNECTOR
ACTIVITY ID NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

PE-5355

Rev/By

SHEET 2 OF 2

128:07



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

AGENDA MEMO

Item No. X

For Meeting of December 14, 2021

AGENDA HEADING: WRA Grimes Connector – Contract 1 – Public Hearing and Award of Construction Contract.

SYNOPSIS: The actions that are in front of the council are to hold a public hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated total cost and approve Resolutions to: 1) adopt plans, specifications, form of contract and estimate of cost; 2) making award of construction contract; and 3) approving construction contract and bonds. This project was bid on December 7, 2021 and the following are the results:

S.J. Louis Construction, Inc. - \$12,675,000.00
Northern Lines Contracting, Inc. - \$12,958,829.00
Rognes Corporation - \$13,495,904.00
S.M. Hentges & Sons, Inc. - \$13,740,000.00
Langman Construction, Inc. - \$16,995,018.00
Engineering Estimate - \$9,400,000.00

The bid results showed interest in this type of project, but also reflected the underlying issues in the current bidding environment. The main issues we are currently seeing in the bidding environment are supply chain issues and labor/workforce shortages. These combined factors are causing both materials and installation price increases as seen with various items included with this type of project, like sanitary sewer pipe and manholes. The bids appear to reflect the current bidding environment as 4 of the 5 bids are in a grouping between \$12,500,000 - \$13,750,000 with the 5th bid being an outlier. The low bidder is S.J. Louis Construction, Inc. of Rockville, Minnesota. V&K has worked with S.J. Louis Construction in the past on WRA projects and they are capable of performing this work.

The bidding of this 1st of 4 projects for the WRA Grimes Connector has made us have to take a step back and re-evaluate the costs for each project and the overall cost to make the connection to the WRA. Prior to the bidding of Contract 1, V&K had contacted the pipe supplier and found that adjustments were needed in the cost estimates to account for price increases, but they were not able to adequately anticipate the increase from the contractors for installation. These factors are the reason that we saw the grouping so much higher than the engineer's estimate.



*101 NE Harvey, Grimes, Iowa 50111
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Staff directed the engineer to contact the low bidder to find out if there may be any value engineering options available that may be able to shave some more costs off the project. They did identify an item relating to the manholes that could save the city a few hundred thousand dollars, but the contractor doesn't have the exact numbers worked out as of the writing of this memo. Staff also contacted PFM to discuss how this increase in total project cost would affect planned sewer rates necessary to cover the payments to the SRF loan. From those discussions, PFM anticipates that we will need another 4 years of 10% increases, which will bring the sewer rates from the current rate of \$7.65/1000 gallons to \$11.21/1000 gallons.

For a number of reasons, staff would recommend moving forward with this contract award, with the necessity of this project being the main one. Sending this project back out to bid in this environment would most likely not save the city any money, but would definitely cause a delay in construction. It would also delay getting our order in for the pipe that currently has a 4-6-month delivery time.

FISCAL IMPACT: This project came in over the engineer's estimate at \$12,675,000.00. 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 services; Approval of resolution setting the dates for the public hearing and bid letting.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council holds the public hearing and approves the three resolutions, as stated above.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE WRA GRIMES CONNECTOR – CONTRACT 1", 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 12-2721

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE WRA GRIMES CONNECTOR – CONTRACT 1

WHEREAS, on the 9th day of November, 2021, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the WRA Grimes Connector – Contract 1; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

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

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 14th day of December, 2021.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE WRA GRIMES CONNECTOR – CONTRACT 1", and moved:

☐ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 202_, at this place.

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 12-2921

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE WRA GRIMES CONNECTOR – CONTRACT 1

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

Section 1. That the following bid for the construction of certain public improvements described in general as the WRA Grimes Connector – Contract 1, described in the plans and specifications heretofore adopted by this Council on December 14, 2021, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: S. J. Louis Construction, Inc. of Rockville, MN

Amount of bid: \$12,675,000.00

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 14th day of December, 2021.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE WRA GRIMES CONNECTOR – CONTRACT 1", and moved its adoption. 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 12-3021

**RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND
FOR THE WRA GRIMES CONNECTOR – CONTRACT 1**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the WRA Grimes Connector – Contract 1, and as described in detail in the plans and specifications heretofore approved, and which have been authorized to be signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	<u>S. J. Louis Construction, Inc. of Rockville, MN</u>
Amount of bid:	<u>\$12,675,000.00</u>
Bond surety:	_____
Date of bond:	_____
Portion of project:	<u>All construction work</u>

PASSED AND APPROVED this 14th day of December, 2021.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams



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

AGENDA MEMO

For Meeting of December 14, 2021

AGENDA HEADING: Resolution Authorizing Entering into a 28E Agreement between Urbandale Sanitary Sewer District, City of Grimes and City of Waukee Regarding WRA Grimes Connector

SYNOPSIS: When the City of Grimes began designing the Grimes WRA Connector, V&K, or design engineer, had a discussion with the Urbandale Sanitary Sewer District (USSD) regarding reserving future capacity. It was known by the USSD that there would capacity constraints in certain reaches of the proposed project, and participating in the construction cost at this time would represent a savings to the district. Through the design, it was determined that there was excess capacity within the system to reserve for the USSD, and therefore we entered into negotiations with the USSD regarding their contribution to the project.

In early 2021, the City of Waukee reached out to Grimes regarding capacity within the project. They were experiencing growing pains within one of their sewer districts, and were looking for solutions. The solution that they had identified was to construct new sewers within the City of Clive and City of Urbandale, and connect to the Grimes WRA sewer. V&K evaluated the request and determined that with a pipe size increase in the lower reach, that there would be adequate capacity for the City of Grimes. With that information, Staff made modifications to the drafted agreement with the USSD, and included the City of Waukee as a party to.

In this particular case, there are a few considerations to be aware of with this agreement.

1. Design, Construction: The City of Grimes will be lead, however the USSD and City of Waukee will contribute to the design and construction of the project.
2. Capacity Interests: As this will become a WRA sewer upon completion of the project, there is no need to formally allocate capacity within the pipe.
3. Cost Allocations: Within Contract 1, where all of the project cost sharing exists, there are considered to be 2 reaches. Bids received on 12/7/2021 for Contract 1 were read low at



*101 NE Harvey, Grimes, Iowa 50111
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\$12,675,000. When factoring in the design and engineering costs, the total project cost for Contract 1 is \$13,141,671.

Within reach 1, Grimes, Waukee and the USSD all share costs.

Grimes = 58.39% or \$959,192

USSD = 22.15% or \$363,865

Waukee = 19.46% or \$319,676

Within reach 2, Grimes and the USSD share costs.

Grimes = 72.50% or \$8,336,730

USSD = 27.5% or \$3,526,073

Overall, the participation of the USSD and Waukee represent a total project contribution of \$3,845,749.00

FISCAL IMPACT: In the case of this agreement, there is anticipated to be \$3,845,749.00 of project contribution from the City of Waukee and USSD.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

GRIMES RESOLUTION NO. 12-1621

RESOLUTION AUTHORIZING ENTERING INTO A 28E AGREEMENT WITH USSD AND WAUKEE REGARDING WRA GRIMES COLLECTOR SANITARY SEWER PROJECT

WHEREAS, the City of Grimes (Grimes) is in the process of construction of a sanitary sewer line to connect Grimes to sanitary sewer services provided by the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), and

WHEREAS, the Urbandale Sanitary Sewer District (USSD) and the City of Waukee (Waukee) have requested that their entities be allowed to connect to the new sanitary sewer line, and are willing to contribute funds to construct a larger sanitary sewer line that can accommodate the flowage of all three parties; and

WHEREAS, Iowa Code Chapter 28E was adopted to encourage joint governmental projects like that contemplated by Grimes, USSD, and Waukee for the mutual benefit to all the sewer customers served by each of these entities; and

WHEREAS, the attached 28E Agreement for cost sharing for construction of the WRA Grimes connector sewer project is in the best interest of Grimes, USSD and Waukee, and should be approved by the Grimes City Council;

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

1. That the City of Grimes enter into the attached 28E Agreement with the USSD and Waukee, and,
2. That the Mayor and City Clerk are authorized to execute the attached 28E Agreement on behalf of the City of Grimes.

PASSED AND APPROVED this 14th day of December, 2021.

Mayor Scott Mikkelsen

By: _____

Attest: City Clerk Rochelle Williams

By: _____

**28E AGREEMENT
BETWEEN
URBANDALE SANITARY SEWER DISTRICT,
CITY OF GRIMES, IOWA, AND CITY OF WAUKEE, IOWA,
REGARDING WRA GRIMES CONNECTOR**

THIS 28E AGREEMENT ("Agreement"), made and entered into this ____ day of December, 2021 ("Effective Date"), by and among the Urbandale Sanitary Sewer District, a sanitary sewer district organized and existing under Chapter 358 of the Iowa Code ("USSD"), the City of Grimes, Iowa, an Iowa municipal corporation ("Grimes"), and the City of Waukee, Iowa, an Iowa municipal corporation ("Waukee") (and USSD, Grimes and Waukee together hereinafter referred to as the "Parties").

WITNESSETH:

WHEREAS, the USSD currently possesses a sanitary sewer which serves the residents of the USSD ("USSD Sewer");

WHEREAS, Waukee currently possesses a sanitary sewer which serves the residents of Waukee ("Waukee Sewer");

WHEREAS, Grimes has joined the regional sanitary sewer system, the Wastewater Reclamation Authority ("WRA"), and is in the planning stages of building and constructing a sanitary trunk sewer ("Grimes Sewer") to provide service to the residents of Grimes;

WHEREAS, Grimes is willing to design and size the Grimes Sewer to allow for the flow to/from certain parts of both the USSD Sewer and the Waukee Sewer into the Grimes Sewer and vice versa, through certain interconnections between the new Grimes Sewer and existing USSD Sewer, as well as certain interconnections between the new Grimes Sewer and existing Waukee Sewer; and

WHEREAS, the Parties desire to enter into this Agreement to set forth and to establish their agreement with respect to the design and allocation of costs of the Grimes Sewer which are designed to serve the Parties' respective territories in the areas shown on the Parties' Joint Trunk Sewer Map, attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, it is agreed by and among the parties as follows:

1. 28E Agreement. This Agreement is entered into in accordance with the provisions of the Code of Iowa, Chapter 28E. The purpose of this Agreement is to document the agreements of the Parties regarding design, construction, and cost allocations for: (1) interconnections between existing USSD Sewer and the new Grimes Sewer; and (2) interconnections between existing Waukee Sewer and the new Grimes Sewer. This Agreement shall not be construed to create any separate legal or administrative entity. After execution by the Parties, this Agreement shall be filed with the Iowa Secretary of State in accordance with the provisions of Iowa Code § 28E.8.

2. Definitions. The following terms shall have the meanings set forth herein for the purposes of this Agreement:

(a) "Service Area" or "Service Areas" for each of the Parties are identified on Exhibit A.

(b) "Project Costs" of a particular trunk line or segment shall mean and include the cost of construction, contingency, engineering services (including design and construction), surveying and testing, administrative expenses, legal expenses and easement and right-of-way acquisition. The proposed Project Costs for each segment are set forth on Exhibit B attached hereto.

(c) "Proportional Basis" refers to an allocation of costs to the Parties in proportion to their respective assigned design flow in the particular segment of which the costs are to be allocated.

3. Completed Segments: Summary of Project Costs and Allocations.

(a) Allocations of Project Costs. The following information is also set forth in Exhibit B for each sewer: (i) the initial cost allocation for each sewer to the Parties; and (ii) the final proposed cost sharing percentage based upon the Proportional Basis calculation for the sewers to each of the Parties. The allocation of cost to each Party shall be based on the final cost of project allocated by the Parties' percentage shares as set forth in Exhibit B.

(b) Connection, Capacity Interests and Reversionary Interests. The Parties agree that each of them shall have the right to connect their sanitary sewer systems to the Grimes Sewer. The Parties further acknowledge and agree that there will be no formal capacity allocations for the Grimes Sewer as it is the intent of the Parties that the Grimes Sewer will become a WRA sewer after its acceptance. Accordingly, in lieu of formal capacity allocations, the Parties mutually agree to request that WRA assign the Parties' respective capacity interests and reversionary interests based on the proportional allocation of capacity as set forth in Exhibit B, and a true up of these project costs will occur among the Parties once the final project costs and proportional capacity allocations are known.

4. Process.

(a) Construction/Project Oversight. Grimes shall be the contracting party and shall ensure the contract meets the Project specifications. Upon the receipt of the bids, Grimes shall inform the USSD and Waukee of the bid amounts. In the event the bids come in more than twenty percent (20%) higher than the Engineer's estimate for the Project, then the Parties shall discuss the bids and move forward, unless any of the Parties object to the Project Bid Costs. In this event, new bids may be obtained. In all other events, Grimes may move forward and award the Contract. In the event Contractor requests a change order, said change order will be presented to all the

Parties for review. Grimes has the prior consent of Waukee and USSD to approve all change orders unless said change order impacts the payment of either Waukee or USSD on its portion of the Project by more than five percent (5%). In that case, said affected Party must also consent to said change order before Grimes may approve.

(b) Payment Process.

The procedure for payment of partial pay estimates is as follows:

(1) Partial payment estimates must be submitted by any Contractor to Veenstra & Kimm, Inc. by noon on Monday, eight (8) days prior to the second (2nd) Tuesday of each month.

(2) Veenstra & Kimm, Inc. will submit the partial payment estimates to Grimes Waukee and the USSD by the close of business on the first (1st) Tuesday of each month.

(3) The USSD and Waukee will approve the partial payment estimate at their next regularly scheduled meeting and authorize payment to Grimes for their share of the partial pay estimate.

(4) Grimes will approve the partial pay estimate at its meeting on the second (2nd) Tuesday of each month.

(5) Grimes will make the partial payment on the day following the approval of the estimate in accordance with its normal payment procedure.

(6) USSD and Waukee will pay their respective shares of the partial pay estimate to the Grimes within five (5) days following the meeting at which the partial pay estimate is approved by their respective governing bodies.

(c) Waukee Payments. Waukee may elect to pay its portion of the estimate construction costs upfront, rather than pay monthly payments pursuant to the procedure identified in 4(b) above. If Waukee elects to pay its portion of the estimated construction costs upfront, and its actual share of the final construction costs is determined to be less than Waukee's upfront payment, Grimes will refund the difference to Waukee.

(d) Final Cost Estimate / Cost Determination. At least fourteen (14) days prior to Grimes accepting the construction project, Grimes will report the final cost and cost share to the USSD and Waukee. The USSD and Waukee will have seven (7) days to object or inquire for additional information. Payments from USSD and Waukee will be due for the final estimate and retainage in the same manner and procedures as any other pay estimate is outlined in 4(b) above.

5. Maintenance and Repairs.

(a) Maintenance and Repairs by WRA. The Parties acknowledge and agree that it is intended that the Grimes Sewer will be operated by WRA, and all maintenance and repair and other operations for the Grimes Sewer shall be performed by the WRA as it (WRA) has done in the past in similar arrangements. All costs associated therewith are to be paid by WRA, and the Parties hereto shall not be obligated by reason of this Agreement to perform maintenance or repairs or to be responsible for any costs incurred directly or in association with any of the following: (a)

reconstruction of the trunk sewer line by removing and replacing any portion of the trunk sewer lines from one manhole to the next manhole; (b) upsizing a trunk sewer line or otherwise increasing the capacity of an existing sewer line; or (c) constructing a parallel or relief trunk sewer line, unless otherwise agreed by the Parties in a separate written agreement between the Parties.

6. Term. The duration of this Agreement shall be for a period of twenty-five (25) years from and after the Effective Date of this Agreement, provided, however, that with the consent of the Parties the duration of this Agreement may be extended. This Agreement may be terminated only by unanimous written consent of the Parties.

7. Notice. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

(a) If to USSD, to:

President, Urbandale Sanitary Sewer District
c/o Paul A. Drey
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Copy to:

Paul A. Drey, Attorney for USSD
Brick Gentry P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

(b) If to Grimes, to:

City Administrator
Grimes City Hall
101 NE Harvey Street
Grimes, Iowa 50111

Copy to:

Director of Public Works
City of Grimes
1700 SE Destination Drive
Grimes, IA 50111

(c) If to Waukee, to:

City Administrator
Waukee City Hall
230 Hickman Road
Waukee, Iowa 50263

Copy to:

Public Works Director
City of Waukee
805 University Ave.
Waukee, Iowa 50263

or to such other address or person as hereafter shall be designated in writing by the applicable party.

8. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements, and understandings of the Parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by all Parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations, or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the Parties hereto with respect to a breach hereof, the Parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain, or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

URBANDALE SANITARY SEWER
DISTRICT

By: Joseph Sassatelli, President

ATTEST:

By: William Henry, Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of December, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared Joseph Sassatelli and William Henry, to me personally known, and, who being by me duly sworn, did say that they are the President and Clerk, respectively, of the Urbandale Sanitary Sewer District; and that the instrument was signed on behalf of the Urbandale Sanitary Sewer District, by authority of its Board of Directors, and that the President and Clerk acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the Urbandale Sanitary Sewer District, by it voluntarily executed.

Notary Public in and for the State of Iowa
My commission expires: _____

CITY OF GRIMES, IOWA

By: Scott Mikkelsen, Mayor

ATTEST:

By: Rochelle Williams, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of December, 2021, before me, 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; and that the instrument was signed on behalf of the City of Grimes, Iowa, by authority of its City Council, as contained in Ordinance No. _____ passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the ____ day of December, 2021, and that the Mayor and City Clerk acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the City of Grimes, Iowa, by it voluntarily executed.

Notary Public in and for the State of Iowa
My commission expires: _____

CITY OF WAUKEE, IOWA

By: Courtney Clarke, Mayor

ATTEST:

By: Becky Schuett, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF DALLAS)

On this ____ day of December, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared Courtney Clarke and Becky Schuett, 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 Waukee, Iowa; and that the instrument was signed on behalf of the City of Waukee, Iowa, by authority of its City Council, as contained in Ordinance No. _____ passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the ____ day of December, 2021, and that the Mayor and City Clerk acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the City of Waukee, Iowa, by it voluntarily executed.

Notary Public in and for the State of Iowa
My commission expires: _____

EXHIBIT A

WRA Grimes Connector – Parties' Joint Trunk Sewer Map (including Service Areas of the Parties)



EXHIBIT B

Project Costs, Initial Cost Allocations, and Proposed Cost Sharing Percentages

The cost estimate was prepared by Veenstra & Kimm, Inc. based on material quotations provided by likely suppliers during the week of October 18, 2021.

<u>Description</u>	<u>Estimated Construction</u>	<u>Engineering</u>	<u>Total</u>
Contract 1 – Reach 1	\$1,335,740	\$65,182	\$1,400,922
Contract 1 – Reach 2	\$8,062,855	\$393,454	\$8,456,309
Total	\$9,398,595	\$458,636	\$9,857,231

The costs for Reach 1 and Reach 2 constituting Contract 1 are to be allocated on a proportionate basis using the capacity allocated to each entity. For Reach 1 the cost allocation would be as follows:

Grimes	58.39%
USSD	22.15%
Waukee	19.46%

For Reach 2 the cost allocation would be as follows:

Grimes	72.50%
USSD	27.50%

The cost allocation excluding easement cost is as follows:

Description	Total Cost	Grimes		USSD		Waukee	
		%	Cost	%	Cost	%	Cost
Contract 1 - Reach 1	\$1,400,922	58.39%	\$817,999	22.15%	\$310,304	19.46%	\$272,619
Contract 1 - Reach 2	\$8,456,309	72.50%	\$6,130,824	27.50%	\$2,325,485		
Total	\$9,857,231		\$6,948,823		\$2,635,789		\$272,619



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

AGENDA MEMO

Item No. X

For Meeting of December 14, 2021

AGENDA HEADING: New Grimes Public Library – Public Hearing and Award of Construction Contract.

SYNOPSIS: The actions that are in front of the council are to hold a public hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated total cost and approve Resolutions to: 1) adopt plans, specifications, form of contract and estimate of cost; 2) making award of construction contract; and 3) approving construction contract and bonds. This project was bid on December 7, 2021 and the following are the results:

Bid Package #1 – Grading & Utilities

Corell Contractors - \$438,000.00

Bid Package #2 – General Construction

Graphite Construction Group - \$2,665,000.00

Bid Package #3 – Masonry

Forrest & Associates - \$317,587.00

Bid Package #4 – Flooring

Ideal Floors - \$109,575.00

Bid Package #5 – Tile

Des Moines Marble & Mantel - \$119,025.00

Bid Package #6 – Roofing & Sheetmetal

Academy Roofing - \$422,350.00

Bid Package #7 – Glazing & Metal Panels

Forman Ford (Cable Glass) - \$844,487.00

Bid Package #8 – Drywall, Framing, Acoustic & Paint

PCI - \$1,466,520.00



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Bid Package #9 – Elevator

Schindler Elevator - \$113,950.00

Bid Package #10 – Fire Suppression

Midwest Automatic Fire Sprinkler - \$86,660.00

Bid Package #11 – Mechanical

AMC Mechanical - \$1,021,690.00

Bid Package #12 – Electrical

Van Maanen Electric - \$977,086.00

Bid Package #13 – Site Paving

Nehring Construction - \$235,622.00

Bid Package #14 – Landscaping

Miner Hardscape - \$149,970.00

Total Construction - \$8,967,522.00

The bid results showed interest in this type of project, but also reflected the underlying issues in the current bidding environment. The main issues we are currently seeing in the bidding environment are supply chain issues and labor/workforce shortages. These combined factors are causing both materials and installation price increases as seen with 8 of the 14 bid packages base bid costs being over the cost estimates. For reference, there were 2 bid packages under the cost estimates and the remaining 4 were right around the cost estimates. The lowest bidder for each package was determined from their base bid plus the costs for alternates 1,2,3,5,7, and 8. These alternates were selected to meet the obligations under grant funding already secured.

This project is being constructed under a format with the City of Grimes contracting with Weitz as the construction manager and Jake Christensen as the owner's representative. We then directly contract with each portion of the construction, as seen above with the 14 bid packages. This method of construction is a little different then what we have used in the past, but is supposed to keep construction costs down and the construction schedule on track.



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FISCAL IMPACT: This project came in over the cost estimate at \$8,967,522.00. This project is being funded through various mechanisms including: local option sales tax, general obligation bonds and multiple grants.

PREVIOUS COUNCIL ACTION(S): Approval of Professional Services Agreements for Architect, Construction Manager & Owner's Representative; Approval of resolution setting the dates for the public hearing and bid letting.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council holds the public hearing and approves the three resolutions, as stated above.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NEW GRIMES PUBLIC LIBRARY", 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 12-1721

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NEW GRIMES PUBLIC LIBRARY

WHEREAS, on the **26th** day of **October, 2021**, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the New Grimes Public Library; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

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

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 14th day of December, 2021.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NEW GRIMES PUBLIC LIBRARY", and moved:

☐ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 202_, at this place.

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 12-3121

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NEW GRIMES PUBLIC LIBRARY BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, STATE OF IOWA:

Section 1. That the following bids for the construction of certain public improvements described in general as the New Grimes Public Library, described in the plans and specifications heretofore adopted by this Council on December 14, 2021, be and is hereby accepted, the same being the lowest responsive, responsible bids received for such work, as follows:

Contractor:	<u>Corell Contractors</u>
Amount of bid:	<u>\$438,000.00</u>
Portion of project:	<u>BP 01 Grading & Utilities</u>
Contractor:	<u>Graphite Construction Group</u>
Amount of bid:	<u>\$2,665,000.00</u>
Portion of project:	<u>BP 02 General Construction</u>
Contractor:	<u>Forrest & Associates</u>
Amount of bid:	<u>\$317,587.00</u>
Portion of project:	<u>BP 03 Masonry</u>

Contractor:	<u>Ideal Floors</u>
Amount of bid:	<u>\$109,575.00</u>
Portion of project:	<u>BP 04 Flooring</u>
Contractor:	<u>Des Moines Marble & Mantel</u>
Amount of bid:	<u>\$119,025.00</u>
Portion of project:	<u>BP 05 Tile</u>
Contractor:	<u>Academy Roofing</u>
Amount of bid:	<u>\$422,350.00</u>
Portion of project:	<u>BP 06 Roofing & Sheetmetal</u>
Contractor:	<u>Forman Ford (Cable Glass)</u>
Amount of bid:	<u>\$844,487.00</u>
Portion of project:	<u>BP 07 Glazing & Metal Panels</u>
Contractor:	<u>PCI</u>
Amount of bid:	<u>\$1,466,520.00</u>
Portion of project:	<u>BP 08 Drywall, Framing, Acoustic & Paint</u>
Contractor:	<u>Schindler Elevator</u>
Amount of bid:	<u>\$113,950.00</u>
Portion of project:	<u>BP 09 Elevator</u>
Contractor:	<u>Midwest Automatic Fire Sprinkler</u>
Amount of bid:	<u>\$86,660.00</u>
Portion of project:	<u>BP 10 Fire Suppression</u>
Contractor:	<u>AMC Mechanical</u>
Amount of bid:	<u>\$1,021,690.00</u>
Portion of project:	<u>BP 11 Mechanical</u>
Contractor:	<u>Van Maanen Electric</u>
Amount of bid:	<u>\$977,086.00</u>
Portion of project:	<u>BP 12 Electrical</u>
Contractor:	<u>Nehring Construction</u>
Amount of bid:	<u>\$235,622.00</u>
Portion of project:	<u>BP 13 Site Paving</u>
Contractor:	<u>Miner Hardscape</u>
Amount of bid:	<u>\$149,970.00</u>
Portion of project:	<u>BP 14 Landscaping</u>

Section 2. That the Mayor and Clerk are hereby directed to execute the contracts with the contractors for the construction of the public improvements, such contracts not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 14th day of December, 2021.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE NEW GRIMES PUBLIC LIBRARY", and moved its adoption. 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 12-3221

**RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND
FOR THE NEW GRIMES PUBLIC LIBRARY**

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

That the construction contracts and bonds executed and insurance coverages for the construction of certain public improvements described in general as the New Grimes Public Library, and as described in detail in the plans and specifications heretofore approved, and which have been authorized to be signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	<u>Corell Contractors</u>
Amount of bid:	<u>\$438,000.00</u>
Portion of project:	<u>BP 01 Grading & Utilities</u>
Contractor:	<u>Graphite Construction Group</u>
Amount of bid:	<u>\$2,665,000.00</u>
Portion of project:	<u>BP 02 General Construction</u>
Contractor:	<u>Forrest & Associates</u>
Amount of bid:	<u>\$317,587.00</u>
Portion of project:	<u>BP 03 Masonry</u>
Contractor:	<u>Ideal Floors</u>
Amount of bid:	<u>\$109,575.00</u>
Portion of project:	<u>BP 04 Flooring</u>

Contractor: Des Moines Marble & Mantel
Amount of bid: \$119,025.00
Portion of project: BP 05 Tile

Contractor: Academy Roofing
Amount of bid: \$422,350.00
Portion of project: BP 06 Roofing & Sheetmetal

Contractor: Forman Ford (Cable Glass)
Amount of bid: \$844,487.00
Portion of project: BP 07 Glazing & Metal Panels

Contractor: PCI
Amount of bid: \$1,466,520.00
Portion of project: BP 08 Drywall, Framing, Acoustic & Paint

Contractor: Schindler Elevator
Amount of bid: \$113,950.00
Portion of project: BP 09 Elevator

Contractor: Midwest Automatic Fire Sprinkler
Amount of bid: \$86,660.00
Portion of project: BP 10 Fire Suppression

Contractor: AMC Mechanical
Amount of bid: \$1,021,690.00
Portion of project: BP 11 Mechanical

Contractor: Van Maanen Electric
Amount of bid: \$977,086.00
Portion of project: BP 12 Electrical

Contractor: Nehring Construction
Amount of bid: \$235,622.00
Portion of project: BP 13 Site Paving

Contractor: Miner Hardscape
Amount of bid: \$149,970.00
Portion of project: BP 14 Landscaping

PASSED AND APPROVED this 14th day of December, 2021.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams



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

AGENDA MEMO

For Meeting of December 14, 2021

AGENDA HEADING:

Third and Final 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):

First Reading of Ordinance 756 – 11/09/2021

Second Reading of Ordinance 756 – 11/23/2021

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 Residential 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. ¼ of the NW FR ¼ 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: An unnamed public right-of-way, other than a street, twenty (20) feet or less in width providing secondary means of access to the rear and side of abutting properties and which may be used for public vehicular and utility access.

ASSISTED LIVING FACILITY: A combination of housing, supportive services, personalized assistance, and health care designed to respond to the individual needs of those who need help with activities of daily living. A facility with a central or private kitchen, dining, recreational, and other facilities, with separate bedrooms or living quarters, where the emphasis of the facility remains residential.

BASEMENT: A floor that is partially or entirely below grade.

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.

CHILD CARE FACILITY OR DAYCARE: 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 minors, for compensation.

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.

COMMERCIAL ENTERTAINMENT: Any establishment (indoors or outdoors) where entertainment, either passive or active, is provided for the pleasure of the patrons, either independent or in conjunction with any other use. Such entertainment includes but is not limited to sports, games, music, dancing, comedy, acting.

COMMERCIAL SCHOOL OR STUDIO: Establishment providing instruction to students for compensation including dance studios, music studios, martial arts studios, gymnastics facilities, art studios, and learning centers.

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.

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.

FLEXIBLE SPACE: Buildings that are constructed to include multiple tenants, generally including retail, restaurant, office and warehouse users.

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: An establishment providing retail sale or supply of fuels, air, vacuum and carwash services, and other operating commodities or accessories for motor vehicles but not including space or facilities for the storage, painting, major repair, refinishing, body work or other major servicing of motor vehicles. Such an establishment may offer for sale at retail other convenience items as a clearly secondary activity.

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.

HOME IMPROVEMENT STORE: An establishment selling various hardware, building materials, lawn care supplies, household appliances, and/or furniture.

HOME OCCUPATION: An occupation or business operated within a dwelling unit, and that is operated in compliance with the regulations set forth in the Grimes Zoning Ordinance.

HOTEL OR MOTEL: A building in which lodging is provided and offered to the public for compensation, and which is open to transient guest, in contradistinction to a boarding or rooming house.

INDEPENDENT LIVING FACILITY: A residential complex containing independent dwelling units designed for and principally occupied by senior citizens. Such facilities offer minimal convenience services such as a congregate meals program in a common dining area, but exclude institutional care such as medical or nursing care and are distinguished from assisted living facilities.

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.

KENNEL: Refers to the keeping of any dogs, cats, or other domestic animals for sale, breeding, boarding, or treatment purposes except:

- A. In a pet shop.
- B. The keeping of five (5) or more dogs, six (6) months or older, on premises used for residential purposes.
- C. The keeping of more than one (1) dog on vacant property or on property used for business or commercial purposes.

LODGING OR ROOMING HOUSE: A building where a room or rooms are provided for compensation for four (4) or more unrelated persons, usually for more than one night.

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.

OBSCENITY: Speech is defined as obscene if the average person, applying contemporary community standards, would find that the work, taken as a whole, appeals to the prurient interest, if the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law, if the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.

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 permanent hard surface area of not less than 162 square feet plus necessary maneuvering space for the parking of a motor vehicle.

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.

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 words, lettering, figures, numerals, emblems, symbols, logos, graphics, devices, trademarks, trade names, or any other figure of similar character, or any combination thereof, by which anything is made known and which is designed to attract attention or convey a message.

SIGN, A-FRAME: A temporary sign, constructed of wood, cardboard, plastic, or other lightweight and rigid material having the capability to stand on its own supports and being portable. This definition shall include T-Frame signs and sandwich board signs.

SIGN AREA: The area of a sign as determined by the Zoning Administrator in accordance with section 165.18.7 of this title.

SIGN, AWNING: A nonilluminated sign that is either attached to, affixed to, or painted on an awning or canopy.

SIGN, BAG: A temporary cover made of a cloth or canvas material, used to alter the message of an obsolete sign until such time as it is replaced with a new sign.

SIGN, BANNER: A temporary sign composed of lightweight material either enclosed in a rigid frame or not enclosed, secured or mounted to a structure or post on two (2) or more edges. A national, State or Municipal flag, or the official flag of any institution or business is not considered a banner.

SIGN, BILLBOARD; An off-premises sign, displayed out of doors or visible from a public way.

SIGN, BUILDING MOUNTED: Any sign attached to or erected against the wall of a building, with the exposed face of the sign in a plane parallel with a plane of said wall.

SIGN, CAPSULE: A sign fabricated from metal, aluminum or some other material with a face constructed out of a panel product.

SIGN, CITY FACILITY: A sign erected and maintained by or on behalf of the City for the purpose of advancing the City's goals and vision established within the Grimes Strategic Plan, Grimes Comprehensive Plan, and Grimes Parks and Trails Plan.

SIGN, COMMERCIAL: A temporary or permanent sign which contains any message, statement or expression related to commercial interests.

SIGN, OBSOLETE: Any sign face remaining in place for a period of thirty (30) days or more which no longer advertises an activity, business, product, or service available.

SIGN, DETACHED RIGID: A temporary sign, typically constructed out of a stiff or nonflexible material and mounted to poles/posts or a similar style support structure.

SIGN, DIRECTIONAL: A sign, other than warning and regulatory signs, which is located on private property for the purposes of directing traffic through the site or development. Examples of these signs include and are similar to enter and exit signs and drive-thru signs.

SIGN, ELECTRONIC CHANGEABLE COPY: The graphical content, in letter or numerical form, of an electronic message board sign, which can be changed or altered automatically through electrical or electronic means.

SIGN, ELECTRONIC MESSAGE BOARD: A sign with an electronic changeable copy.

SIGN FACE OR SURFACE: The copy area, background area, and the peripheral encasement, structural elements, or trim, which forms the outer perimeter of the sign.

SIGN, GROUND MOUNTED: A ground sign that does not have any exposed pole or pylon, and is attached to a single columnar base. Ground mounted signs shall be constructed with materials chosen for their consistency with the principal building, as well as their durability and strength, in addition to the aesthetic values. Ground mounted signs are only permitted for nonresidential uses.

SIGN, GROUND MOUNTED SIGN STRUCTURE: A ground mounted sign together with its base and surround.

SIGN HEIGHT: The vertical distance from the average finished road grade at the sign location to the highest point of the sign.

SIGN, MANUAL CHANGEABLE COPY: The graphical content, in letter or numerical form, of a sign, which can be changed or altered by manual placement of letters or symbols.

SIGN, NON-COMMERCIAL: A temporary or permanent sign which contains no message, statement or expression related to commercial interests.

SIGN, NONCONFORMING: A sign that does not conform to the regulations provided herein.

SIGN, NUMBER OF: For the purpose of determining the number of signs, a sign is considered to be a single display surface or displaying device containing elements organized, related and composed to form a unit. Where matter is displayed in a random manner without organized relationship of elements, each element is considered a single sign.

SIGN, OFF-PREMISE: Any sign advertising any products, accommodations, services or activities not provided on the premises in which the sign is placed.

SIGN, BUILDING PANEL: A sign consisting of a frame which may be covered by a translucent material, which may be internally illuminated. The placement of individual letters at least one inch (1") in depth on a metal, stone, or Dryvit surface is not considered a panel sign.

SIGN, PERSON: Any form of signage that may be accomplished through gestures, signals, costumes, or carrying of "signs, temporary" (as defined in this section) by persons affiliated with a business to advertise, promote or draw attention to such business.

SIGN, POLE: A sign which is erected upon one or more posts or pylons directly in or upon the ground and not attached to, or braced by, any other structure.

SIGN, POLITICAL: A temporary sign erected for the purpose of soliciting votes or support for or in opposition to any candidate or any political party under whose designation any candidate is seeking nomination or election or any public question on the ballot in an election held under the laws of the State of Iowa.

SIGN, PORTABLE: Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported by the means of wheels, trailers or chassis, whether or not the wheels are presently attached; signs constructed as or converted to A- or Tframes; menu and sandwich board signs; balloons or other hot air or gas filled figures; and signs attached to or painted on vehicles parked and visible from the public right-of-way and not being used in the normal day to day operations of the business excluding storage.

SIGN, PROJECTING: A sign attached to and projecting generally at right angles from a building wall or other structure.

SIGN, ROOF: A sign erected on or above the roof of a building.

SIGN, SERVICE: A sign identifying parking and handicapped parking, restrooms, public telephone facilities, first aid stations, fallout shelters and other similar public service facilities.

SIGN, SUBDIVISION: A sign identifying the name of a residential or commercial complex, subdivision, or neighborhood development included on a landscape feature including planter beds, fountains, decorative walls or fences.

SIGN, TEMPORARY: Any residential or non-residential sign, not permanently attached to a building, post, or ground, including, but not limited to, banners, sandwich boards, sign persons, balloons, streamers, and air-filled figures, not to be continued after the expiration of the allowed time period.

SIGN, TEMPORARY RESIDENTIAL USE: Any sign placed on a property that is residential in nature. For the purposes of these signs, multi-family uses shall not be considered residential uses.

SIGN, TEMPORARY NON-RESIDENTIAL USE: Any temporary sign placed on a property that is not residential in nature. For the purposes of these signs, multi-family uses are considered non-residential uses.

SIGN, TRAFFIC CONTROL: A public or private sign, permanently installed to warn, regulate, and control vehicles, pedestrians and bicyclists. Examples of these signs include and are similar to stop signs, no parking signs, and speed limit signs.

SIGN, VEHICLE: Any sign, logo, or advertisement placed, painted, attached, or displayed on a vehicle advertising a company, store or service and displayed in a manner to attract attention from off premises. Logoed vehicles parked in approved parking spaces shall not be considered vehicle signs.

SIGN, VIDEO MESSAGE BOARD: An electronic sign or screen displaying videos, animations, or similar moving graphics.

SIGN, YARD: A small temporary sign, typically constructed out of corrugated plastic, or similar light weight material.

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.

VETERINARY CLINIC: A place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel shall be limited to short-time boarding and shall be only incidental to such hospital use.

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
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- (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.
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- 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 perspective. 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 ledgement. 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 1/2), including wheel stops, if an additional one and one-half (1 1/2) 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 Required
		Primary ft/each	Accessory ft/each	sq ft	ft	Front ft	Side/Sum		Rear ft	
							1 1/2 Stories ft	2-3 Stories 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.

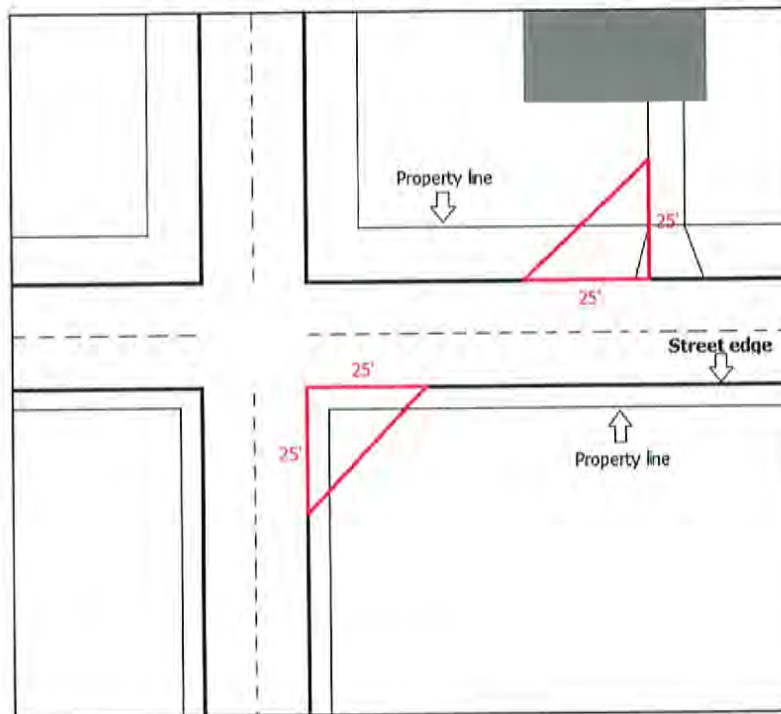
8. OBSTRUCTION OF FIRE EXITS, LIGHT, OR VENTILATION. No sign shall be permitted to obstruct or interfere in any way with free use of any door, window, fire escape, nor to obstruct or impair operation of any opening required for or ventilation.

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

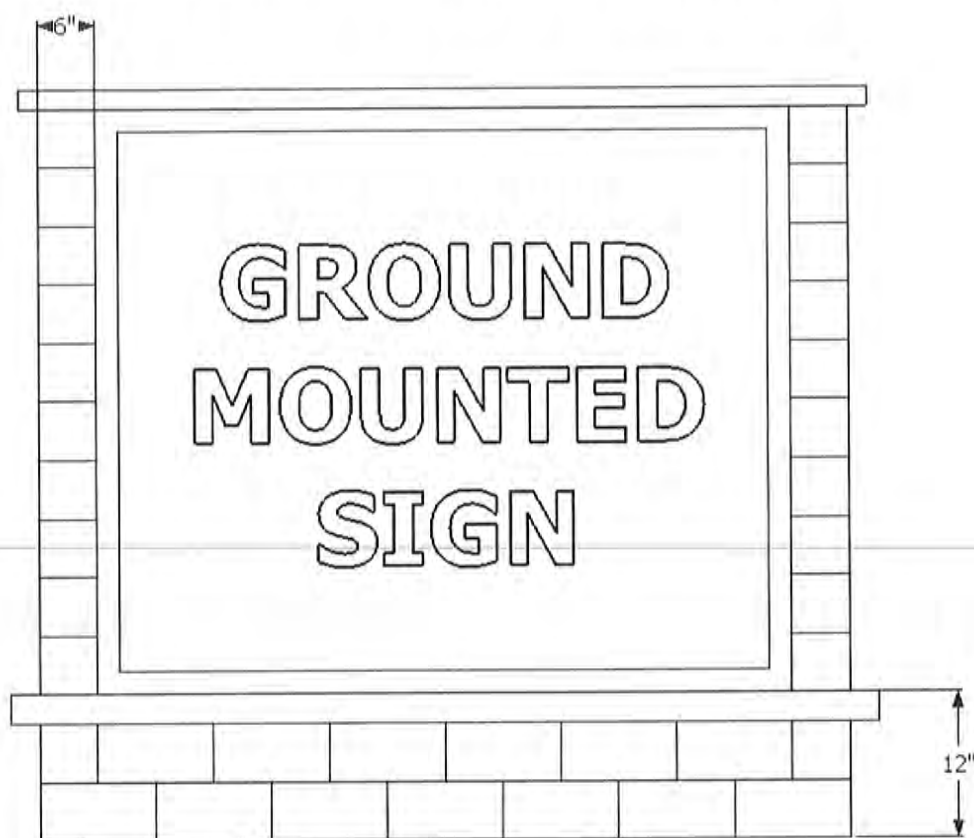


Figure 165.18-3 Ground-Mounted Signs Perpendicular to the Right-of-Way



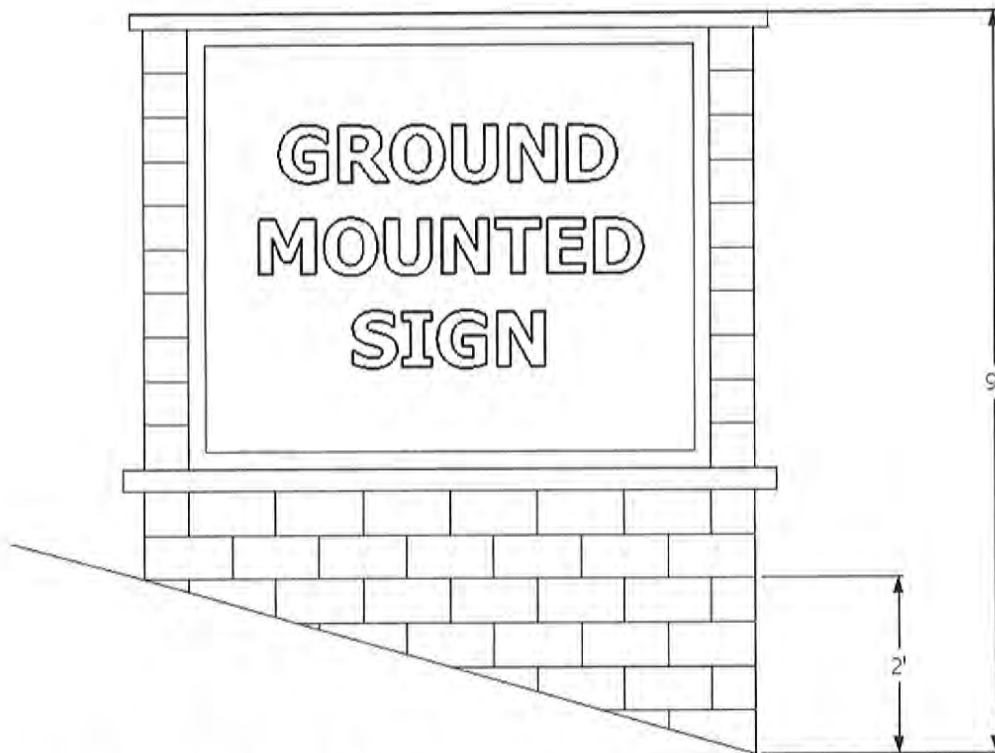
3. **SIGN AREA.** Sign area shall be provided in accordance to Table 165.18-1. Eighty (80) total square feet of ground-mounted signage is permitted per lot. A minimum distance of fifty (50) feet shall separate any two (2) ground-mounted signs on the same property, except signs six (6) square feet or 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



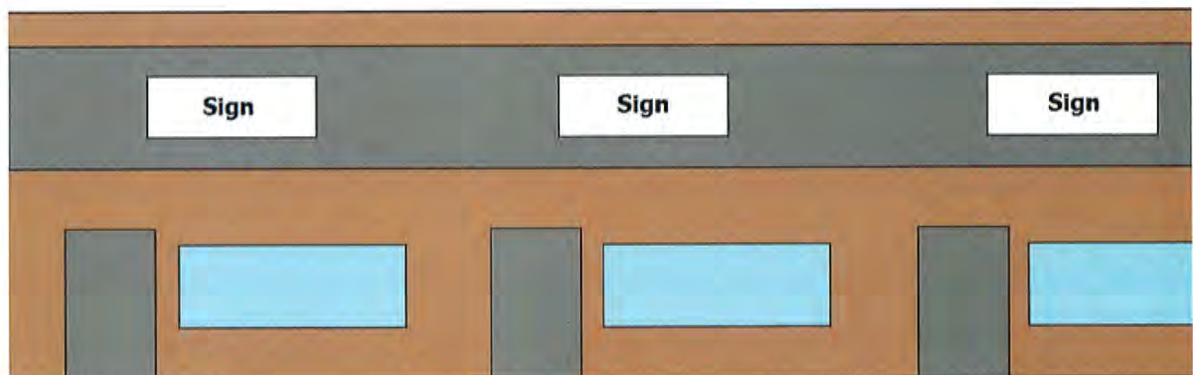
7. MONOLITHIC OR COLUMNAR LINE: Ground-mounted signs shall have a monolithic or columnar line that maintains essentially the same profile from grade to top.
8. MULTI-TENANT SIGNS. All ground-mounted signs that display more than one (1) tenant shall utilize a consistent earth tone or neutral field color 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 ½) 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.

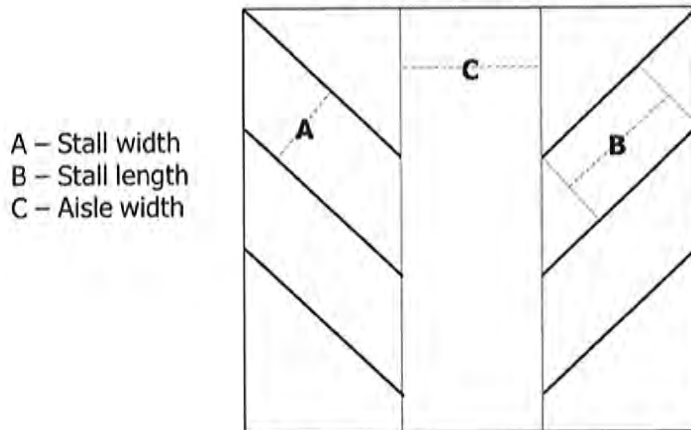
4. Surface parking lots shall conform to the landscaping, screening, and lighting requirements set forth in the Zoning Regulations.
5. All parking spaces, except parking spaces for single family attached and detached dwellings, shall be striped in accordance with the approved site plan. The striping 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 coincidently 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 14th day of December and approved on this 14th day of December, 2021.

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of December 14, 2021

AGENDA HEADING:

First Reading - Ordinance 758 Code of 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 758.

ORDINANCE 758

AN ORDINANCE AMENDING THE GRIMES CODE OF ORDINANCES 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 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 regulations into a Title, Chapter and Section format.

SECTION 3. Amendment. The Grimes Code of Ordinance is amended by removing fees within the regulations.

SECTION 4. Amendment. The Grimes Code of Ordinance is amended by correcting grammatical and spelling errors.

SECTION 5. Amendment. As part of making the City of Grimes Code of Ordinances available online, editors may make certain formatting and typographical changes, such as renumbering or re-designating sections; adding or modifying subsection headings; modifying bracketed or referenced citations for uniformity; or changing cross-references, dates of enactment, or classification information, which are purely technical and do not change the meaning of the Code.

SECTION 6. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 7. 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 8: 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

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1-2 Charter

1-3 Municipal Infractions

1-4 Operating Procedures

1-5 Elections

2-1 Mayor

2-2 Mayor Pro Tem

2-3 Council

2-4 City Clerk

2-5 Financial Director

2-6 City Attorney

2-7 City Administrator

2-8 City Treasurer

3-1 Library Board of Trustees

3-2 Planning and Zoning Commission

3-3 Park and Recreation Advisory Board

3-4 Public Health and Safety Advisory Board

3-5 Tree Board

3-6 Board of Appeals

3-7 Board of Adjustment

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4-2 Fees for Municipal Services

4-3 Industrial Property Tax Exemptions

4-4 Urban Revitalization Area (Not Developed)

4-5 Urban Renewal Area

4-6 Hotel and Motel Tax

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5-2 Cigarette Permits

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5-4 House Movers

5-5 Massage Establishments and Massage Technicians

5-6 Adult Entertainment Business

6-1 Contract Law Enforcement

6-2 Fire Department

6-3 Public Peace

6-4 Public Health and Safety

6-5 Public and Private Property

6-6 Alcohol Consumption and Intoxication

6-7 Minors

6-8 Nuisance Abatement Procedure

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and Dangerous Wild Animals

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7-2 Traffic Control Devices

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7-4 Speed Regulations

7-5 Turning Regulations

7-6 Stop or Yield Required

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12-9 Commercial Districts

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Notes

We don't want a separate section for this. It will be a part of 1-5-7

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We want a add the Board of Adjustment to Title 3 but note to see Chapter 12-2 (The Board of Adjustment regulations will stay in Title 12)

Updated the chapter name

Title 12 Zoning Regulations

12-1 Administration and Enforcement

12-2 Zoning Districts and Map

12-3 Definitions

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12-5 Agriculture Districts

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New Chapter Numbers

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TITLE 1 GENERAL PROVISIONS

1-1 Code of Ordinances

1-1-1 Title:

This code of ordinances shall be known and may be cited as the Code of Ordinances of the City of Grimes, Iowa, 2021.

1-1-2 Definitions:

Where words and phrases used in this Code of Ordinances are defined by State law, such definitions apply to their use in this Code of Ordinances and are adopted by reference. Those definitions so adopted that need further definition or are reiterated, and other words and phrases used herein, have the following meanings, unless specifically defined otherwise in another portion of this Code of Ordinances:

Alley means a public right-of-way, other than a street, affording secondary means of access to abutting property.

City means the City of Grimes, Iowa.

Clerk means the city clerk of Grimes, Iowa.

Code means the specific chapter of this Code of Ordinances in which a specific subject is covered and bears a descriptive title word (such as the Building Code and/or a standard code adopted by reference).

Code of Ordinances means the Code of Ordinances of the City of Grimes, Iowa.

Council means the city council of Grimes, Iowa.

County means Polk County, Iowa.

Measure means an ordinance, amendment, resolution, or motion.

Month means a calendar month.

Oath means an affirmation in all cases in which by law an affirmation may be substituted for an oath, and in such cases the words "affirm" and "affirmed" are equivalent to the words "swear" and "sworn".

Occupant or Tenant, applied to a building or land, includes any person who occupies the whole or a part of such building or land, whether alone or with others.

Ordinances means the ordinances of the City of Grimes, Iowa, as embodied in the Code of Ordinances, ordinances not repealed by the ordinance adopting the Code of Ordinances, and those enacted hereafter.

Person means an individual, firm, partnership, domestic or foreign corporation, company, association or joint stock association, trust, or other legal entity, and includes a trustee, receiver, assignee, or similar representative thereof, but does not include a governmental body.

Preceding and following mean next before and next after, respectively.

Property includes real property, and tangible and intangible personal property unless clearly indicated otherwise.

Property owner means a person owning private property in the City as shown by the County Auditor's plats of the City.

Public place includes in its meaning, but is not restricted to, any City-owned open place, such as parks and squares.

Public property means any and all property owned by the City or held in the name of the City by any of the departments, commissions or agencies within the City government.

Public way includes any street, alley, boulevard, parkway, highway, sidewalk, or other public thoroughfare.

Sidewalk means that surfaced portion of the street between the edge of the traveled way, surfacing, or curb line and the adjacent property line, intended for the use of pedestrians.

State means the State of Iowa.

Statutes, laws, means the latest edition of the Code of Iowa, as amended.

Street or Highway means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.

Writing, written includes printing, typing, lithographing, or other mode of representing words and letters.

Year means a calendar year.

1-1-3 City Powers:

The City may, except as expressly limited by the Iowa Constitution, and if not inconsistent with the laws of the Iowa General Assembly, exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges and property of the City and of its residents, and preserve and improve the peace, safety, health, welfare and comfort and convenience of its residents and each and every provision of this Code of Ordinances shall be deemed to be in the exercise of the foregoing powers and the performance of the foregoing functions.

(Code of Iowa, Sec. 364.1)

1-1-4 Indemnity:

The applicant for any permit or license under this Code of Ordinances, by making such application, assumes and agrees to pay for all injury to or death of any person or persons whomsoever, and all loss of or damage to property whatsoever, including all costs and expenses incident thereto, however arising from or related to, directly, indirectly or remotely, the issuance of the permit or license, or the doing of anything thereunder, or the failure of such applicant, or the agents, employees or servants of such applicant, to abide by or comply with any of the provisions of this Code of Ordinances or the terms and conditions of such permit or license, and such applicant, by making such application, forever agrees to indemnify the City and its officers, agents and employees, and agrees to save them harmless from any and all claims, demands, lawsuits or liability whatsoever for any loss, damage, injury or death, including all costs and expenses incident thereto, by reason of the foregoing. The provisions of this section shall be deemed to be a part of any permit or license issued under this Code of Ordinances or any other ordinance of the City whether expressly recited therein or not.

1-1-5 Personal Injuries:

When action is brought against the City for personal injuries alleged to have been caused by its negligence, the City may notify in writing any person by whose negligence it claims the injury was caused.

The notice shall state the pendency of the action, the name of the plaintiff, the name and location of the court where the action is pending, a brief statement of the alleged facts from which the cause arose, that the City believes that the person notified is liable to it for any judgment rendered against the City, and asking the person to appear and defend. A judgment obtained in the suit is conclusive in any action by the City against any person so notified, as to the existence of the defect or other cause of the injury or damage, as to the liability of the City to the plaintiff in the first named action, and as to the amount of the damage or injury. The City may maintain an action against the person notified to recover the amount of the judgment together with all the expenses incurred by the City in the suit.

(Code of Iowa, Sec. 364.14)

1-1-6 Rules of Construction:

In the construction of the Code of Ordinances the following rules shall be observed, unless such construction would be inconsistent with the manifest intent of the Council or repugnant to the context of the provisions.

1. Tense. Words used in the present tense include the future.
2. May. The word "may" confers a power.
3. Must. The word "must" states a requirement.
4. Shall. The word "shall" imposes a duty.
5. Gender. The masculine gender shall include the feminine and neuter genders.
6. Interpretation. All general provisions, terms, phrases, and expressions contained in the Code of Ordinances shall be liberally construed in order that the true intent and meaning of the Council may be fully carried out.
7. Extension of Authority. Whenever an officer or employee is required or authorized to do an act by a provision of the Code of Ordinances, the provision shall be construed as authorizing performance by a regular assistant, subordinate, or a duly authorized designee of said officer or employee.

1-1-7 Amendments:

All ordinances which amend, repeal or in any manner affect the Code of Ordinances shall include proper reference to title, division, chapter, section, and subsection to maintain an orderly codification of ordinances of the City.

(Code of Iowa, Sec. 380.2)

1-1-8 Catchlines and Notes:

The catchlines of the several sections of the Code of Ordinances, titles, headings (chapter, division, section, and subsection), editor's notes, cross reference, and State law references, unless set out in the body of the section itself, contained in the Code of Ordinances, do not constitute any part of the law, and are intended merely to indicate, explain, supplement, or clarify the contents of a section.

1-1-9 Altering Code:

It is unlawful for any unauthorized person to change or amend by additions or deletions, any part or portion of the Code of Ordinances, or to insert or delete pages, or portions thereof, or to alter or tamper with the Code of Ordinances in any manner whatsoever which will cause the law of the City to be misrepresented thereby.

(Code of Iowa, Sec. 718.5)

1-1-10 Standard Penalty:

Unless another penalty is expressly provided by the Code of Ordinances for any particular provision, section or chapter, any person failing to perform a duty, or obtain a license required by, or violating any provision of the Code of Ordinances, or any rule or regulation adopted herein by reference shall be guilty of a simple misdemeanor and, upon conviction, be subject to a fine of not more than one hundred dollars (\$100.00) or imprisonment not to exceed thirty (30) days.

(Code of Iowa, Sec. 364.3[2])

1-1-11 Severability:

If any section, provision, or part of the Code of Ordinances is adjudged invalid or unconstitutional, such adjudication will not affect the validity of the Code of Ordinances as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

1-2 Charter

1-2-1 Title:

This chapter may be cited as the Charter of the City of Grimes, Iowa.

1-2-2 Form of Government:

The form of government of the City is the Mayor-Council form of government.

(Code of Iowa, Sec. 372.4)

1-2-3 Powers and Duties:

The Council and Mayor and other City officers have such powers and shall perform such duties as are authorized or required by State law and by the ordinances, resolutions, rules, and regulations of the City.

1-2-4 Number and Term of Council:

The Council consists of five (5) Council Members elected at large for overlapping terms of four (4) years.

(Code of Iowa, Sec. 376.2)

1-2-5 Term of Mayor:

The Mayor is elected for a term of four (4) years.

(Code of Iowa, Sec. 376.2)

1-2-6 Copies on File:

The Clerk shall keep an official copy of the charter on file with the official records of the Clerk and the Secretary of State, and shall keep copies of the charter available at the Clerk's office for public inspection.

EDITOR'S NOTE

Ordinance No. 131 adopting a charter for the City was passed and approved by the Council on July 8, 1975. The charter was amended by Ordinance No. 184, adopted May 13, 1980, changing the terms of Council Members and Mayor to four (4) years.

1-3 Municipal Infractions

1-3-1 Municipal Infractions:

A violation of this Code of Ordinances or any ordinance or code herein adopted by reference or the omission or failure to perform any act or duty required by the same, with the exceptions of those provisions specifically provided under State law as a felony, an aggravated misdemeanor, or a serious misdemeanor, or a simple misdemeanor under Chapters 687 through 747 of the Code of Iowa, is a municipal infraction punishable by civil penalty as provided herein.

(Code of Iowa, Sec. 364.22[3])

1-3-2 Environmental Violation:

A municipal infraction which is a violation of Chapter 455B of the Code of Iowa or of a standard established by the City in consultation with the Department of Natural Resources, or both, may be classified as an environmental violation. However, the provisions of this section shall not be applicable until the City has offered to participate in informal negotiations regarding the violation or to the following specific violations:

(Code of Iowa, Sec. 364.22[1])

1. A violation arising from noncompliance with a pretreatment standard or requirement referred to in 40 C.F.R. Sec. 403.8.
2. The discharge of airborne residue from grain, created by the handling, drying, or storing of grain, by a person not engaged in the industrial production or manufacturing of grain products or by a person in such industrial production or manufacturing if such discharge occurs from September 15 to January 15.

1-3-3 Penalties:

A municipal infraction is punishable by the following civil penalties:

(Code of Iowa, Sec. 364.22[1])

1. Standard Civil Penalties.

- A. First Offense – Not to exceed \$750.00
- B. Each Repeat Offense – Not to exceed \$1,000.00

Each day that a violation occurs or is permitted to exist constitutes a repeat offense.

2. Special Civil Penalties.

- A. A municipal infraction arising from noncompliance with a pretreatment standard or requirement, referred to in 40 C.F.R. Sec. 403.8, by an industrial user shall be punishable by a penalty of not more than one thousand dollars (\$1,000.00) for each day a violation exists or continues.

- B. A municipal infraction classified as an environmental violation shall be punishable by a penalty of not more than one thousand dollars (\$1,000.00) for each occurrence. However, an environmental violation shall not be subject to such penalty if all of the following conditions are satisfied:
1. The violation results solely from conducting an initial up, start-up, cleaning, repairing, performing scheduled maintenance, testing, or conducting a shutdown of either equipment causing the violation or the equipment designed to reduce or eliminate the violation.
 2. The City is notified of the violation within twenty-four (24) hours from the time that the violation begins.
 3. The violation does not continue in existence for more than eight (8) hours.

1-3-4 Civil Citations:

Any officer authorized by the City to enforce this Code of Ordinances may issue a civil citation to a person who commits a municipal infraction. The citation may be served by personal service as provided in Rule of Civil Procedure 56.1, by certified mail addressed to the defendant at defendant's last known mailing address, return receipt requested, or by publication in the manner as provided in Rule of Civil Procedure 60 and subject to the conditions of Rule of Civil Procedure 60.1. A copy of the citation shall be retained by the issuing officer, and one copy shall be sent to the Clerk of the District Court. The citation shall serve as notification that a civil offense has been committed and shall contain the following information:

(Code of Iowa, Sec. 364.22[4])

1. The name and address of the defendant.
2. The name or description of the infraction attested to by the officer issuing the citation.
3. The location and time of the infraction.
4. The amount of civil penalty to be assessed or the alternative relief sought, or both.
5. The manner, location, and time in which the penalty may be paid.
6. The time and place of court appearance.
7. The penalty for failure to appear in court.
8. The legal description of the affected real property, if applicable.

1-3-5 Habitual Violators:

Any person who is given notice of violation of the same or similar type three times within a 36-month period, at any address in the city, shall be deemed to be a habitual violator.

1-3-6 Alternative Relief:

1. Seeking a civil penalty as authorized in this chapter does not preclude the City from seeking alternative relief from the court in the same action. Such alternative relief may include, but is not limited to, an order for abatement or injunctive relief.

(Code of Iowa, Sec. 364.22[10])

2. When it is determined by the City that a person is a habitual violator, the City may file a civil action in the District Court seeking an order enjoining the person from further violation of this article on real estate owned or controlled by such person or real estate where such person acts as an agent, tenant, or lessee of any residential dwelling, commercial establishment and/or real estate within

the City. The City may further request that upon entry of the injunction the court allow the City to abate further violations without notice and/or seek an order of contempt.

1-3-7 Criminal Penalties: This chapter does not preclude a peace officer from issuing a criminal citation for a violation of this Code of Ordinances or regulation if criminal penalties are also provided for the violation. Nor does it preclude or limit the authority of the City to enforce the provisions of this Code of Ordinances by criminal sanctions or other lawful means.

(Code of Iowa, Sec. 364.22[12])

1-4 Operating Procedures

1-4-1 Oaths:

The oath of office shall be required and administered in accordance with the following:

1. Qualify for Office. Each elected or appointed officer shall qualify for office by taking the prescribed oath and by giving, when required, a bond. The oath shall be taken, and bond provided, after being certified as elected but not later than noon of the first day which is not a Sunday or a legal holiday in January of the first year of the term for which the officer was elected.

(Code of Iowa, Sec. 63.1)

2. Prescribed Oath. The prescribed oath is: "I, (name), do solemnly swear that I will support the constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all duties of the office of (name of office) in Grimes as now or hereafter required by law."

(Code of Iowa, Sec. 63.10)

3. Officers Empowered to Administer Oaths. The following are empowered to administer oaths and to take affirmations in any matter pertaining to the business of their respective office:

- A. Mayor
- B. City Clerk
- C. Members of all boards, commissions or bodies created by law.

(Code of Iowa, Sec. 63A.2)

1-4-2 Bonds:

Surety bonds are provided in accordance with the following:

1. Required. The Council shall provide by resolution for a surety bond or blanket position bond running to the City and covering the Mayor, Clerk, Treasurer and such other officers and employees as may be necessary and advisable.

(Code of Iowa, Sec. 64.2 et seq.)

2. Bonds Approved. Bonds shall be approved by the Council.

(Code of Iowa, Sec. 64.19)

3. Bonds Filed. All bonds, after approval and proper record, shall be filed with the Financial Director.

(Code of Iowa, Sec. 64.23[6])

4. Record. The Clerk shall keep a book, to be known as the "Record of Official Bonds", in which shall be recorded the official bonds of all City officers, elective or appointive.

(Code of Iowa, Sec. 64.24[3])

1-4-3 Duties: General:

Each municipal officer shall exercise the powers and perform the duties prescribed by law and this Code of Ordinances, or as otherwise directed by the Council unless contrary to State law or City charter.

(Code of Iowa, Sec. 372.13[4])

1-5 Elections

1-5-1 Nominating Method to Be Used:

All candidates for elective municipal offices shall be nominated under the provisions of Chapter 45 of the Code of Iowa.

1-5-2 Nominations by Petition:

Nominations for elective municipal offices of the City may be made by nomination paper or papers signed by not less than twenty-five eligible electors, residents of the City.

(Code of Iowa, Sec. 45.1[8])

1-5-3 Adding Name by Petition:

The name of a candidate placed upon the ballot by any other method than by petition shall not be added by petition for the same office.

(Code of Iowa, Sec. 45.2)

1-5-4 Preparation of Petition and Affidavit:

Each eligible elector who signs a nominating petition shall add to the signature the elector's residence address and date of signing. The person whose nomination is proposed by the petition shall not sign it. Each candidate shall complete and file a signed, notarized affidavit of candidacy. The affidavit shall be filed at the same time as the nomination petition. The affidavit shall be in the form prescribed by the Secretary of State and shall include information required by the Code of Iowa.

(Code of Iowa, Sec. 45.3)

1-5-5 Filing, Presumption, Withdrawals, Objections:

The time and place of filing nomination petitions, the presumption of validity thereof, the right of a candidate so nominated to withdraw and the effect of such withdrawal, and the right to object to the legal sufficiency of such petitions, or to the eligibility of the candidate, shall be governed by the appropriate provisions of Chapter 44 of the Code of Iowa.

(Code of Iowa, Sec. 45.4)

1-5-6 Persons Elected:

The candidates who receive the greatest number of votes for each office on the ballot are elected, to the extent necessary to fill the positions open.

(Code of Iowa, Sec. 376.8[3])

1-5-7 Precincts Established:

The City is divided into five precincts as set forth below, with that area of the City which is located within Dallas County to be controlled by a separate Memorandum of Agreement with Dallas County, Iowa, to be included by Dallas County within its precinct ordinance and that area of the City which is located within Polk County contained within Iowa House Legislative District 45 to be controlled by a separate Memorandum of Agreement with Polk County, Iowa to be included within its precinct ordinance.

A. Precinct No. 1.

Precinct No. 1 consists of all properties in the City of Grimes, entirely in Polk County, that are east of the centerline of State Highway 141.

B. Precinct No. 2:

Precinct No. 2 consists of all properties in the City of Grimes, entirely in Polk County, that are bounded by the area legally described as follows: Beginning from the street intersection of NE 18th Street with State Highway 141; thence south along the centerline of State Highway 141 to SE 11th Street; thence west along the centerline of SE 19th Street to SE Gateway Drive; thence north along the centerline of SE Gateway Drive to State Highway 44; thence west along the centerline of State Highway 44 to James Street; thence north along the centerline of N James St until intersecting with the city limits of the City of Grimes; thence following the city limit of the City of Grimes clockwise to the east to the beginning point.

C. Precinct No. 3:

Precinct No. 3 consists of all properties in the City of Grimes, entirely in Polk County, that are bounded by the areas legally described as follows: Beginning from the street intersection of N James Street and NW 27th Street; thence south along the centerline of N James Street to NW 8th Street; thence west along the centerline of NW 8th Street to NW Brookside Drive; thence south along the centerline of NW Brookside Drive to State Highway 44; thence west along the centerline of State Highway 44 to the city limits of the City of Grimes; thence following the city limits of the City of Grimes clockwise to the beginning point; AND also consists of all properties within Polk County (excluding properties within the city limits of the City of Grimes) north of the centerline of State Highway 44 and south of the NW 27th Street centerline, that are bounded on the west by the Polk-Dallas County Line, and on the east by the city limits of the City of Grimes; AND excluding the properties within the City of Grimes, entirely in Polk County, that are within Iowa House Legislative District 45.

D. Precinct No. 4

Precinct No. 4 consists of all properties in the City of Grimes, entirely in Polk County, that are bounded by the area legally described as follows: Beginning from the street intersection of S James Street and State Highway 44; thence east along the centerline of State Highway 44 to SE Gateway Drive; thence south along the centerline of SE Gateway Drive to SE 11th Street; thence west along the centerline of SE 11th Street to SE Little Beaver Drive; thence south along the centerline of SE

Little Beaver Drive to SE 19th Street; thence west along the centerline of SE 19th Street to S James St; thence north along S James Street to the beginning point.

E. Precinct No. 5

Precinct No. 5 consists of all properties in the City of Grimes, entirely in Polk County, that are bounded by the area legally described as follows: Beginning from the street intersection of N James Street and NW 8th Street; thence south along the centerline of James Street to SE 19th Street; thence east along the centerline of SE 19th Street to SE Little Beaver Drive; thence north along the centerline of SE Little Beaver Drive to SE 11th Street; thence east along SE 11th Street to State Highway 141; thence south along State Highway 141 to the city limits of the City of Grimes; thence following clockwise along the city limits of the City of Grimes until its intersection with State Highway 44; thence east along the centerline of State Highway 44 to NW Brookside Drive; thence north along the centerline of NW Brookside Drive to NW 8th Street; thence east along the centerline of NW 8th Street to N James Street and also the beginning point. AND also consists of all properties within Polk County (excluding properties within the city limits of the City of Grimes) south of the centerline of State Highway 44 and north of NW 19th Street centerline, that are bounded on the west by the Polk-Dallas County Line, and on the east by the city limits of the City of Grimes; AND also consists of all properties within the City of Urbandale contained entirely within Polk County, that are bounded on the west by the Polk-Dallas County Line, and on the north, east, and south by the city limits of the City of Grimes.

1-5-8 Correction of Errors:

If this chapter fails to place any part of the City within a precinct established by this chapter, the commissioner of elections shall assign the omitted area to an adjacent precinct within the same legislative district. If this chapter places any part of the City in more than one precinct established by this chapter, the commissioner of elections shall assign that territory to an adjacent precinct within the proper legislative district. The commissioner of elections may also correct obvious clerical errors in this chapter.

1-5-9 Publication of Changes:

The City shall publish notice of the boundaries for the precincts established by this chapter, pursuant to law. The city shall also certify the population of all precincts, a copy of this chapter, and a map drawn in conformance thereto, to the Secretary of State on or before January 4, 2022.

TITLE 2 ADMINISTRATION

2-1 Mayor

2-1-1 Term of Office:

The Mayor is elected for a term of four (4) years.

(Code of Iowa, Sec. 376.2)

2-1-2 Powers and Duties:

The powers and duties of the Mayor are as follows:

1. Chief Executive Officer. Except for supervisory duties which have been delegated by ordinance to the City Administrator, the Mayor shall oversee and give direction to department heads concerning

the functions of the departments, and have the power to examine all functions of the municipal departments, their records and to call for special reports from department heads at any time.

(Code of Iowa, Sec. 372.14[1])

2. Presiding Officer. Act as presiding officer at all regular and special Council meetings. The Mayor Pro Tem shall serve in this capacity in the Mayor's absence.

(Code of Iowa, Sec. 372.14[1 &3])

3. Special Meetings. Call special meetings of the Council when the Mayor deems such meetings necessary to the interests of the City.
4. Mayor's Veto. Sign, veto or take no action on an ordinance, amendment or resolution passed by the Council. If the Mayor exercises such veto power, the Mayor shall explain the reason for such veto in a written message to the Council at the time of the veto. The Council may override the Mayor's veto by a two-thirds majority of the Council members.

(Code of Iowa, Sec. 380.5 & 380.6[2])

5. Reports to Council. Make such oral or written reports to the Council as required. These reports shall concern municipal affairs generally, the municipal departments, and recommendations suitable for Council action.
6. Negotiations. Represent the City in all negotiations properly entered into in accordance with law or ordinance. The Mayor shall not represent the City where this duty is specifically delegated to another officer by law, ordinance, or Council direction.
7. Contracts. Whenever authorized by the Council, sign contracts on behalf of the City.
8. Professional Services. Upon order of the Council, secure for the City such specialized and professional services not already available to the City. In executing the order of the Council, the Mayor shall act in accordance with the Code of Ordinances and the laws of the State.
9. Licenses and permits. Sign all licenses and permits which have been granted by the Council, except those designated by law or ordinance to be issued by another municipal officer.
10. Nuisances. Upon order of the Council, issue written order for removal, at public expense, any nuisance for which no person can be found responsible and liable.
11. Absentee Officer. Make appropriate provision that duties of any absentee officer be carried on during such absence.

2-1-3 Appointments:

The Mayor shall appoint the following officials:

(Code of Iowa, Sec. 372.4)

1. Mayor Pro Tem
2. Chief of Police
3. Library Board of Trustees
4. Park and Recreation Advisory Board
5. Planning and Zoning Commission
6. Public Health and Safety Advisory Board
7. Council Liaisons

8. Tree Board

2-1-4 Compensation:

The salary of the Mayor is six hundred dollars (\$600.00) per month.

(Code of Iowa, Sec. 372.13[8])

2-1-5 Voting:

The Mayor is not a member of the Council and may not vote as a member of the Council.

(Code of Iowa, Sec. 372.4[2])

2-2 Mayor Pro Tem

2-2-1 Vice President of Council:

The Mayor Pro Tem is vice president of the Council.

(Code of Iowa, Sec. 372.14[3])

2-2-2 Powers and Duties:

Except for the limitations otherwise provided herein, the Mayor Pro Tem shall perform the duties of the Mayor in cases of absence or inability of the Mayor to perform such duties. In the exercise of the duties of the office the Mayor Pro Tem shall not have power to employ, or discharge from employment, officers or employees that the Mayor has the power to appoint, employ or discharge without the approval of the Council.

(Code of Iowa, Sec. 372.14[3])

2-2-3 Voting Rights:

The Mayor Pro Tem shall have the right to vote as a member of the Council.

(Code of Iowa, Sec. 372.14[3])

2-2-4 Compensation:

If the Mayor Pro Tem performs the duties of the Mayor during the Mayor's absence or disability for a continuous period of fifteen (15) days or more, the Mayor Pro Tem may be paid for that period the compensation as determined by the Council, based upon the Mayor Pro Tem's performance of the Mayor's duties and upon the compensation of the Mayor.

(Code of Iowa, Sec. 372.13[8])

2-3 Council

2-3-1 Number and Term of Council:

The Council consists of five (5) Council members elected at large for overlapping terms of four (4) years.

(Code of Iowa, Sec. 372.4 & 376.2)

2-3-2 Powers and Duties:

The powers and duties of the Council include, but are not limited to the following:

1. General. All powers of the City are vested in the Council except as otherwise provided by law or ordinance.

(Code of Iowa, Sec. 364.2[1])

2. Wards. By ordinance, the Council may divide the City into wards based upon population, change the boundaries of wards, eliminate wards, or create new wards.

(Code of Iowa, Sec. 372.13[7])

3. Fiscal Authority. The Council shall apportion and appropriate all funds, and audit and allow all bills, accounts, payrolls and claims, and order payment thereof. It shall make all assessments for the cost of street improvements, sidewalks, sewers and other work, improvement or repairs which may be specially assessed.

(Code of Iowa, Sec. 364.2[1], 384.16 & 384.38[1])

4. Public Improvements. The Council shall make all orders for the doing of work, or the making or construction of any improvements, bridges or buildings.

(Code of Iowa, Sec. 364.2[1])

5. Contracts. The Council shall make or authorize the making of all contracts, and no contract shall bind or be obligatory upon the City unless either made by ordinance or resolution adopted by the Council, or reduced to writing and approved by the Council, or expressly authorized by ordinance or resolution adopted by the Council.

(Code of Iowa, Sec. 364.2[1] & 384.95 through 384.102)

6. Employees. The Council shall authorize, by resolution, the number, duties, term of office and compensation of employees or officers not otherwise provided for by State law or the Code of Ordinances.

(Code of Iowa, Sec. 372.13[4])

7. Records. The Council shall require the Clerk to maintain records of its proceedings.

(Code of Iowa, Sec. 372.13[3])

8. Setting Compensation for Elected Officials. By ordinance, the Council shall prescribe the compensation of the Mayor, Council members, and other elected City officers, but a change in the compensation of the Mayor does not become effective during the term in which the change is adopted, and the Council shall not adopt such an ordinance changing the compensation of any elected officer during the months of November and December in the year of a regular City election. A change in the compensation of Council members becomes effective for all Council members at the beginning of the term of the Council members elected at the election next following the change in compensation.

(Code of Iowa, Sec. 372.13[8])

2-3-3 Exercise of Power:

The Council shall exercise a power only by the passage of a motion, a resolution, an amendment, or an ordinance in the following manner:

(Code of Iowa, Sec. 364.3[1])

1. Approved Action by Council. Passage of an ordinance, amendment, or resolution requires an affirmative vote of not less than a majority of the Council members. A motion to spend public funds

in excess of ten thousand dollars (\$10,000.00) on any one project, or a motion to accept public improvements and facilities upon their completion also requires an affirmative vote of not less than a majority of the Council members. Each Council member's vote on an ordinance, amendment or resolution must be recorded.

(Code of Iowa, Sec. 380.4)

2. Overriding Mayor's Veto. Within thirty (30) days after the Mayor's veto, the Council may repass the ordinance or resolution by a vote of not less than two-thirds of the Council members, and the ordinance or resolution becomes effective upon repassage and publication.

(Code of Iowa, Sec. 380.6[2])

3. Measures Become Effective. Measures passed by the Council, other than motions, become effective in one of the following ways:

- A. If the Mayor signs the measure, a resolution becomes effective immediately upon signing and an ordinance or amendment becomes a law when published, unless a subsequent effective date is provided within the measure.

(Code of Iowa, Sec. 380.6[1])

- B. If the Mayor vetoes a measure and the Council repasses the measure after the Mayor's veto, a resolution becomes effective immediately upon repassage, and an ordinance or amendment becomes a law when published, unless a subsequent effective date is provided within the measure.

(Code of Iowa, Sec. 380.6[2])

- C. If the Mayor takes no action on the measure a resolution becomes effective fourteen (14) days after the date of passage and an ordinance or amendment becomes law when published, but not sooner than fourteen (14) days after the day of passage, unless subsequent effective date is provided within the measure.

(Code of Iowa, Sec. 380.6[3])

2-3-4 Meetings:

Meetings of the Council shall be as follows:

1. Regular Meetings. The time and place of the regular meetings of the Council shall be fixed by resolution of the Council.
2. Special Meetings. Special meetings shall be held upon the call of the Mayor or upon the written request of a majority of the members of the Council submitted to the Clerk. Notice of a special meeting shall specify the date, time, place and subject of the meeting and such notice shall be given personally or left at the usual place of residence of each member of the Council. A record of the service of notice shall be maintained by the Clerk.

(Code of Iowa, Sec. 372.13[5])

3. Quorum. A majority of all Council members is a quorum.

(Code of Iowa, Sec. 372.13[1])

4. Rules of Procedure. The Council shall determine the rules of its own proceedings by resolution and the Clerk shall keep such rules on file for public inspection.

(Code of Iowa, Sec. 372.13[5])

5. Compelling Attendance. Any three (3) members of the Council can compel the attendance of the absent members at any regular, adjourned or duly called meeting, by serving a written notice upon the absent members to attend at once.

6. Notice of Meetings. The Council shall give reasonable notice, as defined by State law, of the time, date and place of each meeting, and its tentative agenda.

(Code of Iowa, Sec. 21.4)

7. Meetings Open. All meetings shall be held in open session unless closed sessions are held as expressly permitted by State law.

(Code of Iowa, Sec. 21.3)

8. Minutes. Minutes shall be kept of all meetings showing the date, time and place, the members present, and the action taken at each meeting. The minutes shall show the results of each vote taken and information sufficient to indicate the vote of each member present. The vote of each member present shall be made public at the open session. The minutes shall be public records open to public inspection.

(Code of Iowa, Sec. 21.3)

9. Closed Session. A closed session may be held only by affirmative vote of either two-thirds of the Council or all of the members present at the meeting in accordance with Chapter 21 of the Iowa Code.

(Code of Iowa, Sec. 21.5)

10. Cameras and Recorders. The public may use cameras or recording devices at any open session.

(Code of Iowa, Sec. 21.7)

11. Electronic Meetings. A meeting may be conducted by electronic means only in circumstances where such a meeting in person is impossible or impractical and then only in compliance with the provisions of Chapter 21 of the Iowa Code.

(Code of Iowa, Sec. 21.8)

2-3-5 Appointments:

The Council shall appoint the following officials and prescribe their powers, duties, compensation, and term of office:

1. City Clerk
2. City Attorney
3. City Administrator
4. City Treasurer
5. Zoning Board of Adjustment
6. Zoning Administrator

2-3-6 Compensation:

The salary of each Council Member is three hundred fifty dollars (\$350.00) per month.

(Code of Iowa, Sec. 372.13[8])

2-3-7 Department and Organizations of Interest to the City Liaisons:

The Mayor shall assign each of the Council members the responsibility of being a liaison of one or more departments or organizations of interest to the City. These departments or organizations of interest to the City may include but are not limited to: Sewer Treatment; Water Treatment; Library Board, Parks and Recreation Advisory Board, Cemetery; Street Department; Planning and Zoning Commission, Metro Advisory Council (MAC), Council Roundtable, Metro Waste Authority (MWA), Economic Development, Polk County Sheriff's Department and Fire & Rescue.

The Council member/department liaison shall have the responsibility for attending all meetings of their assigned department or organization of interest to the City, and shall report on the recommendations or actions of the department or organization of interest to the Council whenever requested to do so. A Council member who has a relative within the third degree of sanguinity who is an employee of the City shall not be assigned the responsibility of being the department liaison for the relative/City employee's department.

2-4 City Clerk

2-4-1 Appointment and Compensation:

At its first meeting in January following the regular city election the Council shall appoint by majority vote a City Clerk to serve for a term of two (2) years. The Clerk shall receive such compensation as established by resolution of the Council.

(Code of Iowa, Sec. 372.13[3])

2-4-2 Powers and Duties: General:

The Clerk, or in the Clerk's absence or inability to act, the Deputy Clerk, has the powers and duties as provided in this chapter, this Code of Ordinances, and the law.

2-4-3 Recording and Publication of Meeting Minutes:

The Clerk shall attend all regular and special Council meetings and within fifteen (15) days following a regular or special meeting shall cause the minutes of the proceedings thereof to be published. Such publication shall include a list of all claims allowed and a summary of all receipts and shall show the gross amount of the claim.

(Code of Iowa, Sec. 380.7)

2-4-4 Recording Measures Considered:

The Clerk shall promptly record each measure considered by the Council, with a statement where applicable, indicating whether the Mayor signed, vetoed or took no action on the measure, and whether the measure was repassed after the Mayor's veto.

(Code of Iowa, Sec. 380.7)

2-4-5 Publication:

The Clerk shall cause to be published all ordinances, enactments, proceedings, and official notices requiring publication as follows:

1. Time. If notice of an election, hearing, or other official action is required by the Code of Ordinances or law, the notice must be published at least once, not less than four (4) nor more than twenty (20) days before the date of the election, hearing or other action, unless otherwise provided by law.

(Code of Iowa, Sec. 362.3[1])

2. Manner of Publication. A publication required by the Code of Ordinances or law must be in a newspaper published at least once weekly and having general circulation in the City.

(Code of Iowa, Sec. 362.3[2])

2-4-6 Authentication:

The Clerk shall authenticate all such measures except motions with the Clerk's signature, certifying the time and manner of publication when required.

(Code of Iowa, Sec. 380.7[4])

2-4-7 Certify Measures:

The Clerk shall certify all measures establishing any zoning district, building lines, or fire limits and a plat showing the district, lines, or limits to the recorder of the County containing the affected parts of the City.

(Code of Iowa, Sec. 380.11)

2-4-8 Records:

The Clerk shall maintain the specified City records in the following manner:

1. Ordinances and Codes. Maintain copies of all effective City ordinances and codes for public use.

(Code of Iowa, Sec. 380.7[5])

2. Custody. Have custody and be responsible for the safekeeping of all writings or documents in which the City is a party in interest unless otherwise specifically directed by law or ordinance.

(Code of Iowa, Sec. 372.13[4])

3. Maintenance. Maintain all City records and documents, or accurate reproductions, for at least five (5) years except that ordinances, resolutions, Council proceedings, records and documents, or accurate reproductions, relating to the issuance, cancellation, transfer, redemption or replacement of public bonds or obligations shall be kept for at least eleven (11) years following the final maturity of the bonds or obligations. Ordinances, resolutions, Council proceedings, records or documents, or accurate reproductions, relating to real property transactions shall be maintained permanently.

(Code of Iowa, Sec. 372.13[3 & 5])

4. Provide Copy. Furnish upon request to any municipal officer a copy of any record, paper or public document under the Clerk's control when it may be necessary to such officer in the discharge of such officer's duty; furnish a copy to any citizen when requested upon payment of the fee set by Council resolution; under the direction of the Mayor or other authorized officer, affix the seal of the City to those public documents or instruments which by ordinance and Code of Ordinances are required to be attested by the affixing of the seal.

(Code of Iowa, Sec. 372.13[4 & 5] and 380.7[4])

5. Filing of Communications. Keep and file all communications and petitions directed to the Council or to the City generally. The Clerk shall endorse thereon the action of the Council taken upon matters considered in such communications and petitions.

(Code of Iowa, Sec. 372.13[4])

2-4-9 Attendance at Meetings:

At the direction of the Council, the Clerk shall attend meetings of committees, boards, and commissions. The Clerk shall record and preserve a correct record of the proceedings of such meetings.

(Code of Iowa, Sec. 372.13[4])

2-4-10 Issue Licenses and Permits:

The Clerk shall issue or revoke licenses and permits when authorized by this Code of Ordinances, and keep a record of licenses and permits issued which shall show the date of issuance, license or permit number, official receipt number, name of person to whom issued, term of license or permit and purpose for which issued.

(Code of Iowa, Sec. 372.13[4])

2-4-11 Notify Appointees:

The Clerk shall inform all persons appointed by the Mayor or Council to offices in the City government of their position and the time at which they shall assume the duties of their office.

(Code of Iowa, Sec. 372.13[4])

2-4-12 Elections:

The Clerk shall perform the following duties relating to elections and nominations:

1. In the event of a change in the method of nomination process used by the City, certify to the Commission of Elections the type of nomination process to be used by the City no later than seventy-seven (77) days before the date of the regular City election.

(Code of Iowa, Sec. 376.6)

2. Accept the nomination petition of a candidate for a City office for filing if on its face it appears to have the requisite number of signatures and is timely filed.
3. Designate other employees or officials of the City who are ordinarily available to accept nomination papers if the Clerk is not readily available during normal working hours.
4. Note upon each petition and affidavit accepted for filing the date and time that the petition was filed.
5. Deliver all nomination petitions, together with the text of any public measure being submitted by the Council to electorate, to the County Commissioner of Elections not later than five o'clock (5:00) p.m. on the day following the last day on which nomination petitions can be filed.

(Code of Iowa, Sec. 376.4)

2-4-13 City Seal:

The City seal is in the custody of the Clerk and shall be attached by the Clerk to all transcripts, orders, and certificates which it may be necessary or proper to authenticate. The City seal is circular in form, in the center of which is the word "GRIMES" and around the margin the words "TOWN SEAL – IOWA."

2-4-14 City Funds:

The Clerk shall perform the following duties relating to City funds:

(Code of Iowa, Sec. 372.13[4])

1. Receipt for Funds. Prepare a receipt in quadruplicate for all funds received, and give the original to the party delivering the funds, send duplicates to the Treasurer and Financial Director, and retain one copy.
2. Transfer Funds. Immediately upon receipt of moneys to be held in his or her custody and belonging to the City, transfer the moneys to the Financial Director for deposit of the same in depositories selected by the Council in amounts not exceeding monetary limits authorized by the Council.

2-5 Financial Director

2-5-1 Appointment and Compensation:

The Financial Director shall be hired by and report to the City Administrator. The Financial Director shall be considered an employee at will and no appointment shall be deemed a contract or agreement to employ the Financial Director for a term or specified time period. The powers, duties and compensation of the Financial Director shall be defined by the Council.

2-5-2 Powers and Duties:

The Financial Director shall have the following powers and duties.

1. Financial Records. The Financial Director shall be responsible for the maintenance of any and all financial records of the City and shall make and keep a record of all payments authorized by the Council for the debts of the City. These debts shall include payment of bills, salaries, benefits, taxes, judgments, liens, or debts of any other nature.
2. Reporting Requirements. The Financial Director shall be the authorized representative of the City with regard to any inquiries on City finances received from any authorized Federal or State official. The Financial Director shall also have the responsibility of reporting to the Council on a monthly basis with regard to the status of all the accounts and a detailed comparison of amounts expended against amounts budgeted for each line item of the City budget. The Financial Director shall also report to the Council on a monthly basis with regard to each check written on a City account with information as to the date that the check was written, the payee, the purpose of the payment and the amount paid.
3. Deposit of Funds. The Financial Director shall be responsible for the deposit in the proper City account of any money received by the City from any payor. The Financial Director shall report receipt of these funds on a monthly basis to the Council with specific information as to the date the funds were received, the name of the payor, the purpose for which the funds were paid, and the amount of the payment. The Financial Director shall promptly deposit these funds in depositories authorized to receive these funds by the Council. The Financial Director shall supply the City Treasurer with a copy of any deposit slips.
4. Annual Budget. At the end of each fiscal year, the Financial Director shall prepare a report to the Council which accurately states the amount expended by the City with regard to each line item of the City budget of the previous year. This report shall also include the amount of money originally budgeted for the line item, and shall state the amount of City expenditures on each line item which either exceeded or did not exceed the exact budgeted amount. At the request of either the Mayor or the Council, the Financial Director shall submit a proposed City Budget for a portion of the fiscal year,

for an upcoming fiscal year, or for a series of upcoming fiscal years. This proposed budget shall contain specific information regarding projected City revenues, proposed line-item expenditures, and information regarding any other available sources of revenue available to the City.

5. Benefit Administration. The Financial Director shall be responsible for maintaining records of and administration of any benefit plan or insurance policy offered by the City to its officers or employees. These benefit plans or insurance policies include, but are not limited to, any liability insurance, health insurance, life insurance, pension, deferred compensation, sick leave, vacation time, disability benefit or worker's compensation benefits either offered by or sought from the City. The Financial Director shall be responsible for preparing or assisting with the preparation of any form or report required of any benefit or insurance claim. The Financial Director shall report to the Council any claims made for benefits during the preceding month by the fifteenth day of the current month. With regard to sick leave or vacation benefits, the Financial Director shall report the amount of time expended during the calendar year to date of the report.
6. Warrants. The Financial Director may draw all warrants for the City upon the vote of the Council except the Council may authorize by resolution the drawing of warrants by the Financial Director prior to a vote of the Council. Each warrant shall show the fund on which it is drawn and the claim to be paid. The Financial Director shall keep a warrant book, a record of the number, date, amount, payee's name, upon what fund drawn and for what claim each warrant is issued.
7. Payroll. The Finance Director shall be responsible for all of the payroll functions of the City.

2-6 City Attorney

2-6-1 Appointment and Compensation:

The Council shall appoint by a majority vote a City Attorney to serve for a term of two (2) years. The City Attorney shall receive such compensation as established by resolution of the Council.

(Code of Iowa, Sec. 372.13[4])

2-6-2 Attorney for City:

The City Attorney shall act as attorney for the City in all matters affecting the City's interest and appear on behalf of the City before any court, tribunal, commission, or board. The City Attorney shall prosecute or defend all actions and proceedings when so requested by the Mayor or Council.

(Code of Iowa, Sec. 372.13[4])

2-6-3 Power of Attorney:

The City Attorney shall sign the name of the City to all appeal bonds and to all other bonds or papers of any kind that may be essential to the prosecution of any cause in court, and when so signed the City shall be bound upon the same.

(Code of Iowa, Sec. 372.13[4])

2-6-4 Ordinance Preparation:

The City Attorney shall prepare those ordinances which the Council may desire and direct to be prepared and report to the Council upon all such ordinances before their final passage by the Council and publication.

(Code of Iowa, Sec. 372.13[4])

2-6-5 Review and Comment:

The City Attorney shall, upon request, make a report to the Council and interested department heads, giving an opinion on all contracts, documents, resolutions, or ordinances submitted to or coming under the City Attorney's notice.

(Code of Iowa, Sec. 372.13[4])

2-6-6 Opinion on Contracts:

The City Attorney shall, at the request of the Council, offer a written opinion on and recommend alterations pertaining to contracts involving the City before they become binding upon the City.

(Code of Iowa, Sec. 372.13[4])

2-6-7 Provide Legal Opinion:

The City Attorney shall, upon request, give advice or a written legal opinion upon all questions of law relating to City matters submitted by the Mayor, Council, members of the Council individually, City boards or the head of any City department.

(Code of Iowa, Sec. 372.13[4])

2-6-8 Attendance at Council Meetings:

The City Attorney shall attend meetings of the Council at the request of the Mayor or Council.

(Code of Iowa, Sec. 372.13[4])

2-6-9 Prepare Documents:

The City Attorney shall, upon request, formulate drafts for contracts, forms and other writings which may be required for the use of the City.

(Code of Iowa, Sec. 372.13[4])

2-6-10 Representation of City Employees:

The City Attorney shall not be paid by the City to appear on behalf of any City officer or employee before any court or tribunal for the purely private benefit of said officer or employee. However, if directed by the Council, the City Attorney shall appear to defend any City officer or employee in any cause of action arising out of or in the course of the performance of the duties of his or her office or employment.

(Code of Iowa, Sec. 670.8)

2-6-11 Semiannual Report:

The City Attorney shall make a semiannual report in writing to the Council, which report shall contain a record of every legal matter considered by the City Attorney during the course of the previous six months and the disposition made of all legal matters pending which may interest the City.

2-7 City Administrator

2-7-1 Appointment:

The City Administrator is to be appointed by a majority vote of the entire Council. The person so appointed shall be an at-will employee and shall serve at the pleasure of the Council. The Administrator shall be subject to removal by a majority vote of the entire Council. The City Administrator may or may

not have a contract with the City of Grimes. The determination of whether to have a contract with the City Administrator is wholly within the discretion of the Council. The Administrator shall be subject to the City's Employee Handbook. However, nothing in the City Employee's Handbook shall remove the Administrator from the "at-will" employment status.

2-7-2 Compensation:

The City Administrator shall receive compensation as the Council shall fix from time to time by resolution.

2-7-3 Duties:

The duties of the Administrator are as follows:

1. Be directly responsible to the Mayor and the Council for the administration of municipal affairs. All departmental administration requiring attention of the Council shall be brought before the Council by the Administrator. All Council involvement in departmental administration initiated by the Council must be coordinated through the Administrator.
2. Supervise and direct the official conduct of departments and employees of the City, specifically including the street, sewer, building and zoning inspectors, water and administration departments.
3. Be responsible for the administration of all ordinances, resolutions, and Council policies.
4. Supervise all accounting practices and procedures.
5. Assist in preparing the City's annual operating budget.
6. Supervise and coordinate the City's administrative policies and procedures, including personnel policies and purchasing procedures.
7. Study and review on an ongoing basis the City's operating procedures, organizations, and facilities.
8. Recommend such fiscal and other policies to the Council as may be necessary to improve the City Government.
9. Inform the Mayor and Council of the progress of programs and the status of City policies.
10. Advise the Mayor and Council of the financial condition and future needs of the City and make such recommendations as may be deemed advisable.
11. Attend all Council meetings unless excused by the Mayor.
12. Coordinate the preparation of ordinances, resolutions and contracts with the City Attorney and consult with the City Attorney on legal matters.
13. Supervise and coordinate the construction, improvement, repair, maintenance and management of all City property, capital improvements and other undertakings of the City.
14. Employ and remove City employees in accordance with Council approved policies and ordinances.
15. Cooperate and advise in the management of any administrative agency, including the Parks and Recreation Advisory Board and the Library Board.
16. Study possible joint arrangements with municipal boards and commissions, make recommendations concerning such arrangements as mutually acceptable, and coordinate these arrangements as agreed upon.
17. Act on behalf of the City in the exercise and execution of all policies and programs in which the City is involved on a joint basis with any other governmental subdivision, including any agencies of the State or Federal government.

18. Assist the Mayor in any of the Mayor's duties as requested by the Mayor and approved by the Council.

19. Perform such other duties as may be directed by the Council.

2-7-4 Assignment of Duties in Absence of City Administrator:

If the City Administrator's position is vacant, the City Administrator's duties outlined in Section 2-7-3 shall be assigned as follows:

1. The Council shall appoint an Interim City Administrator who will be considered an at-will employee and serve at the pleasure of the Council. The Interim City Administrator shall be subject to removal by a majority vote of the entire Council. The Interim City Administrator shall not be subject to an existing City's employee handbook, and shall be considered an administrative employee. The Interim City Administrator shall be responsible for the duties outlined under Sections 2-7-3 (1) (2) (4) (8) (10) (12) (13) (14) (15) (17) and (18).
2. The Interim City Administrator and Financial Director shall be jointly responsible for the duties outlined under Sections 2-7-3 (7) and (20).

2-7-5 Compensation of Interim City Administrator:

If a vacancy exists in the City Administrator's position, the Interim City Administrator shall be compensated pursuant to the same method outlined for the City Administrator under Section 2-7-2.

2-8 City Treasurer

2-8-1 Appointment:

The Council shall appoint a City Treasurer to serve for a term of two (2) years.

2-8-2 Compensation:

The Treasurer is paid such compensation as specified by resolution of the Council.

2-8-3 Duties of Treasurer:

The Treasurer shall review and reconcile the books and record of the Financial Director each month with the records or reports of any financial institution where the City funds are kept.

TITLE 3 BOARDS AND COMMISSIONS

3-1 Library Board of Trustees

3-1-1 Public Library:

The public library for the City is known as the Grimes Public Library. It is referred to in this chapter as the Library.

3-1-2 Library Trustees:

The Board of Trustees of the Library, hereinafter referred to as the Board, consists of five (5) resident members. All members are to be appointed by the Mayor with the approval of the Council.

3-1-3 Qualifications of Trustees:

All members of the Board shall be bona fide citizens and residents of the City. Members shall be over the age of eighteen (18) years.

3-1-4 Organization of the Board:

The organization of the Board is as follows:

1. Term of Office. All appointments to the Board are for six (6) years, except to fill vacancies. Each term shall be made every two (2) years of one-third (1/3) of the total number or as near as possible, to stagger the terms.
2. Vacancies. The position of any Trustee shall be vacated if such member moves permanently from the City and shall be deemed vacated if such member is absent from six (6) consecutive regular meetings of the Board, except in the case of sickness or temporary absence from the City. Vacancies in the Board shall be filled in the same manner as an original appointment except that the new Trustee shall fill out the unexpired term for which the appointment is made.
3. Compensation. Trustees receive no compensation for their services.

3-1-5 Powers and Duties:

The Board has and exercises the following powers and duties:

1. Officers. To meet and elect from its members a President, a Secretary, and such other officers as it deems necessary.
2. Physical Plant. To have charge, control and supervision of the Library, its appurtenances, fixtures and rooms containing the same.
3. Charge of Affairs. To direct and control all affairs of the Library.
4. Hiring of Personnel. To employ a librarian, and authorize the librarian to employ such assistants as may be necessary for the proper management of the Library, and fix their compensation; provided, however, that prior to such employment, the compensation of the librarian, assistants and employees shall have been fixed and approved by a majority of the members of the Board voting in favor thereof.
5. Removal of Personnel. To remove the librarian, by a two-thirds (2/3) vote of the Board, and provide procedures for the removal of the assistants or employees for misdemeanor, incompetency or inattention to duty, subject however, to the provisions of Chapter 35C of the Code of Iowa.
6. Purchases. To select, or authorize the librarian to select, and make purchase of books, pamphlets, magazines, periodicals, papers, maps, journals, other Library materials, furniture, fixtures, stationery and supplies for the Library within budgetary limits set by the Board.
7. Use by Nonresidents. To authorize the use of the Library by nonresidents and to fix charges therefore unless a contract for free service exists.
8. Rules and Regulations. To make and adopt, amend, modify or repeal rules and regulations, not inconsistent with this Code of Ordinances and the law, for the care, use, government and management of the Library and the business of the Board, fixing and enforcing penalties for violations.
9. Expenditures. To have exclusive control of the expenditure of all funds allocated for Library purposes by the Council, and of all moneys available by gift or otherwise for the erection of Library

buildings, and of all other moneys belonging to the Library including fines and rentals collected under the rules of the Board.

10. Gifts. To accept gifts of real property, personal property, or mixed property, and devises and bequests, including trust funds; to take the title of said property in the name of the Library; to execute deeds and bills of sale for the conveyance of said property; and to expend the funds received by them from such gifts, for the improvement of the Library.
11. Enforce the Performance of Conditions on Gifts. To enforce the performance of conditions on gifts, donations, devises, and bequests accepted by the City by action against the Council.
12. Record of Proceedings. To keep a record of the Library's proceedings.
13. County Historical Association. To have authority to make agreements with the local County historical association where such exists, and to set apart the necessary room and to care for such articles as may come into the possession of the association. The Trustees are further authorized to purchase necessary receptacles and materials for the preservation and protection of such articles as are in their judgment of a historical and educational nature and pay for the same out of funds allocated for Library purposes.

3-1-6 Contracting with Other Libraries:

The Board has the power to contract with other libraries in accordance with the following:

1. Contracting. The Board may contract with any other board of trustees of free public libraries, any other city, school corporation, private or semiprivate organization, institution of higher learning, township, or County, or with the trustees of any County library district for the use of the Library by their respective residents.

(Code of Iowa, Sec. 392.5 & Ch. 28E)

2. Termination. Such contract may be terminated at any time by mutual consent of the contracting parties. It also may be terminated by a majority vote of the electors represented by either of the contracting parties. Such a termination proposition shall be submitted to the electors by the governing body of a contracting party on a written petition of not less than five percent (5%) in number of the electors who voted for governor in the territory of the contracting party at the last general election. The petition must be presented to the governing body not less than forty (40) days before the election. The proposition may be submitted at any election provided by law that is held in the territory of the party seeking to terminate the contract.

3-1-7 Nonresident Use:

The Board may authorize the use of the Library by persons not residents of the City or County in any one or more of the following ways:

1. Lending. By lending the books or other materials of the Library to nonresidents on the same terms and conditions as to residents of the City, or County, or upon payment of a special nonresident Library fee.
2. Depository. By establishing depositories of Library books or other materials to be loaned to nonresidents.
3. Bookmobiles. By establishing bookmobiles or a traveling library so that books or other Library materials may be loaned to nonresidents.
4. Branch Library. By establishing branch libraries for lending books or other Library materials to nonresidents.

3-1-8 Expenditures:

All money appropriated by the Council for the operation and maintenance of the Library shall be set aside in an account for the Library. Expenditures shall be paid for only on orders of the Board, signed by its President and Secretary.

3-1-9 Annual Report:

The Board shall make a report to the Council immediately after the close of the fiscal year. This report shall contain statements as to the condition of the Library, the number of books added, the number circulated, the amount of fines collected, and the amount of money expended in the maintenance of the Library during the year, together with such further information as may be required by the Council.

3-1-10 Injury to Books or Property:

It is unlawful for a person willfully, maliciously, or wantonly to tear, deface, mutilate, injure or destroy, in whole or in part, any newspaper, periodical, book, map, pamphlet, chart, picture or other property belonging to the Library or reading room.

(Code of Iowa, Sec. 716.1)

3-1-11 Theft:

No person shall take possession or control of property of the Library with the intent to deprive the Library thereof.

(Code of Iowa, Sec. 714.1)

3-1-12 Notice Posted:

There shall be posted in clear public view within the Library notices informing the public of the following:

1. Failure to Return. Failure to return Library materials for two (2) months or more after the person agreed to return the Library materials, or failure to return Library equipment for one (1) month or more after the date the person agreed to return the Library equipment, is evidence of intent to deprive the owner, provided a reasonable attempt, including the mailing by restricted certified mail of notice that such material or equipment is overdue and criminal actions will be taken, has been made to reclaim the materials or equipment.

(Code of Iowa, Sec. 714.5)

2. Detention and Search. Persons concealing Library materials may be detained and searched pursuant to law.

(Code of Iowa, Sec. 808.12)

3-2 Planning and Zoning Commission

3-2-1 Planning and Zoning Commission:

There shall be appointed by the Mayor a City Planning and Zoning Commission, hereinafter referred to as the Commission, consisting of five (5) members, who shall be residents of the City and qualified by knowledge or experience to act in matters pertaining to the development of a City plan and who shall not hold any elective office in the City government.

(Code of Iowa, Sec. 414.6 & 392.1)

3-2-2 Term of Office:

The term of office of the members of the Commission is five (5) years. The terms of not more than one-third of the members will expire in any one year.

3-2-3 Vacancies:

If any vacancy exists on the Commission caused by resignation, or otherwise, a successor for the remainder of the term shall be appointed in the same manner as the original appointee.

3-2-4 Compensation:

All members of the Commission shall serve without compensation, except their actual expenses, which are subject to the approval of the Council.

3-2-5 Powers and Duties:

The Commission has and exercises the following powers and duties:

1. Selection of Officers. The Commission shall choose annually at its first regular meeting one of its members to act as Chairperson and another as Vice Chairperson, who shall perform all the duties of the Chairperson during the Chairperson's absence or disability.
2. Adopt Rules and Regulations. The Commission shall adopt such rules and regulations governing its organization and procedure as it may deem necessary.
3. Annual Report. The Commission shall each year make a report to the Mayor and Council of its activities during the preceding fiscal year.
4. Recommendations of Improvements. No statutory, memorial or work of art in a public place, and no public building or appurtenances, shall be located or erected, or site therefore obtained, nor shall any permit be issued by any department of the City for the erection or location thereof until and unless the design and proposed location of any such improvement shall have been submitted to the Commission and its recommendations thereon obtained, except such requirements and recommendations shall not act as a stay upon action for any such improvements when the Commission after thirty (30) days' written notice requesting such recommendations, shall have failed to file same.
5. Review and Comment on Plats. All plans, plats, or re-plats of subdivision or re-subdivisions of land embraced in the City or adjacent thereto, laid out in lots or plats with the streets, alleys, or other portions of the same intended to be dedicated to the public in the City, shall first be submitted to the Commission and its recommendations obtained before approval by the Council.
6. Review and Comment on Street and Park Improvements. No plan for any street, park, parkway, boulevard, traffic-way, river front, or other public improvement affecting the City plan shall be finally approved by the City or the character or locations thereof determined, unless such proposal shall first have been submitted to the Commission and the Commission shall have had thirty (30) days within which to file its recommendations thereon.
7. Zoning. The Commission shall have and exercise all the powers and duties and privileges in preparing and amending the City zoning code as provided by Chapter 414 of the Code of Iowa.
8. Fiscal Responsibilities. The Commission shall have full, complete, and exclusive authority to expend for and on behalf of the City all sums of money appropriated to it, and to use

and expend all gifts, donations or payments whatsoever which are received by the City for City planning and zoning purposes.

9. Limitation on Entering Contracts. The Commission shall have no power to contract debts beyond the amount of its original or amended appropriation as approved by the Council for the present year.

3-3 Park and Recreation Advisory Board

3-3-1 Board Created:

A Park and Recreation Advisory Board is hereby created to advise the Council on facilities and funds which are needed to provide open space, such as parks and playgrounds, and community facilities for other types of recreation.

3-3-2 Organization:

1. The Board shall consist of five (5) members appointed by the Mayor for overlapping three-year terms with the expiration of the terms staggered for a three-year period. Members of the Board shall serve without compensation, but may receive reimbursement for their actual expenses. In the event a vacancy arises, a new Board member shall be appointed by the Mayor with the approval of the Council, and the Board members so appointed shall serve out the unexpired term. Said vacancy shall be filled within sixty (60) days after the position becomes vacant.
2. Qualifications for Board Members shall be a minimum age of eighteen years and reside within the corporate limits of the City of Grimes, Polk County, Iowa. Board Members are required to possess a vital interest in parks and recreation as demonstrated by application for the position and recommendation by a citizen of Grimes. Furthermore, no new appointee to the Board may serve on another recreation or club board while they are serving their term on the Board.
3. Any Board Member may be reappointed, provided no person may serve for more than three (3) consecutive full terms which may be either preceded or succeeded by a partial term.
4. Any Board Member may be removed from the Board by the Mayor, with the concurrence of the Council, for good and sufficient cause which shall be stated in writing and filed with the Clerk and a copy thereof filed with the Chairperson of the Board. Any Board Member may be removed from the Board for good and sufficient cause upon recommendation of the Board, with the concurrence of the Mayor and the Council. In addition, two (2) unexcused absences, or three (3) total absences from regularly scheduled meetings in any one calendar year are grounds for dismissal from the Board.

3-3-3 Election of Officers:

1. The officers of the Board will be a Chairperson, Vice Chairperson and Secretary.
2. The Chairperson, Vice Chairperson and the Secretary will be elected by the Board at the first meeting in January, nomination having been made from the floor. A majority vote of those present shall constitute an election, providing a quorum is present.
3. Tenure of Office. The tenure of an officer shall be for a period of one year. An officer may be elected for a succeeding year but not more than three years.

3-3-4 Power and Duties of Officers:

1. Chairperson. The duties of the Chairperson shall be:

- A. To preside over all meetings of the Board.
 - B. To call special meetings.
 - C. To represent or designate a representative of the Board at public affairs.
 - D. To act as the liaison between the Board and the Council.
2. Vice Chairperson. The duties of the Vice Chairperson shall be:
- A. To act as the Chairperson in the event that the office of the Chairperson is vacated due to illness, resignation, absence or other cause.
 - B. To perform other duties as assigned at the request of the Chairperson.
3. Secretary. The duties of the Secretary shall be:
- A. To review and maintain a permanent record of and sign the proceedings of all Board meetings.
 - B. To be responsible for forwarding copies of all proceedings to the office of the City Clerk.
 - C. To notify Board members and others entitled to be informed of any special meetings.
 - D. Perform other duties as assigned at the request of the Chairperson.

3-3-5 Meeting and Reports:

- 1. Regular meetings of the Board shall be at monthly intervals.
- 2. Special meetings may be called by the Chairperson or upon the request of at least two (2) Board Members with not less than three (3) days' notice of such meeting.
- 3. All meetings are to be held at a time and place designated by the Board and shall be open to the public pursuant to the Iowa Open Meeting Law.
- 4. Minutes of each meeting and any requested reports shall be kept and filed with City Hall and submitted to the Council.
- 5. The regular meeting held in January of each year shall be known as the organizational meeting. The purpose of this meeting shall be the election of officers, the appointments of committees, the determination of the time and place of regular meetings for the upcoming year and other business that may need to come before such meeting. At any meeting of the Board, a majority of the Board (three members) shall constitute a quorum. A quorum shall be present before the Board takes action on any matter before the Board.

3-3-6 Duties:

The Board shall have the following powers and responsibilities:

- 1. Recommend plans for the development of the park and recreation system, consistent with the overall City Comprehensive Plan.
- 2. Make recommendations on the purchase, sale, lease, or exchange of park property.
- 3. Make recommendations on policies and regulations for the control, operation, supervision and maintenance of the park and recreation programs.
- 4. Make recommendations on fees and charges and any conditions under which services may be rendered to users of the park and recreation facilities.
- 5. Make recommendations on applications for grants and subsidies from any other unit of government.

6. Annually submit an operating and capital budget for the park and recreation programs as requested by the Council or City Administration.
7. Develop and implement a program for informing the community of the importance of the park system and of recreational programs.
8. Seek citizens' input with and serve as liaison between the residents of the City and the Council.
9. May seek donations and gifts in the name of the City of real or personal property or mixed property and devises and bequests, including trust funds, executed deeds and bills of sale for the conveyance of such property. Title to all property shall be taken in the name of the City and all moneys shall be deposited with the City Clerk to the credit of the Park and Recreation account.
10. Develop and implement the rules and regulations for the City's park system.

3-3-7 Written Reports:

The Board shall make written reports to the Council of its activities from time to time as it deems advisable or upon Council request. Its revenues and expenditures shall be reported monthly by the City Administrator, in the manner of other departmental expenditures, and a copy shall be provided to each member of the Board and in the City Administrator's report to the Council.

3-4 Public Health and Safety

3-4-1 Board Created:

A Public Health and Safety Advisory Board is hereby created to accomplish the following purposes:

- (A) Serve in an advisory capacity to the City Council, regarding the growth and development of the public health and safety programs of the city.
- (B) Recommend to Council programs, policies and ordinances that will benefit and promote the public health and safety needs of the community.
- (C) Seek to promote close cooperation between the City and all private citizens, institutions, agencies and associates interested in or conducting public health and safety activities, to the end that all public health and safety resources within the City may be coordinated to secure the greatest public welfare.

3-4-2 Organization:

1. The Board shall consist of five (5) members appointed by the Mayor, three of which shall be qualified electors of the city, the Fire Chief or his/her designee and the Polk County Sheriff or his/her designee or the Chief of Police or her/her designee (whichever is applicable) for overlapping three-year terms with the expiration of the terms staggered for a three-year period. Members of the Board shall serve without compensation, but may receive reimbursement for their actual expenses. In the event a vacancy arises, a new Board member shall be appointed by the Mayor and the Board members so appointed shall serve out the unexpired term. Said vacancy shall be filled within sixty (60) days after the position becomes vacant.
2. Qualifications for Board Members shall be a minimum age of eighteen years and reside within the corporate limits of the City of Grimes, Polk County, Iowa. Board Members are

required to possess a vital interest in health and public safety as demonstrated by application for the position and recommendation by a citizen of Grimes.

3. Any Board Member may be reappointed, provided no person may serve for more than three (3) consecutive full terms which may be either preceded or succeeded by a partial term.
4. Any Board Member may be removed from the Board by the Mayor, with the concurrence of the Council, for good and sufficient cause which shall be stated in writing and filed with the Clerk and a copy thereof filed with the Chairperson of the Board. Any Board Member may be removed from the Board for good and sufficient cause upon recommendation of the Board, with the concurrence of the Mayor and the City Council. In addition, two (2) unexcused absences, or three (3) total absences from regularly scheduled meetings in any one calendar year are grounds for dismissal from the Board.

3-4-3 Election of Officers:

1. The officers of the Board will be a Chairperson, Vice Chairperson and Secretary.
2. The Chairperson, Vice Chairperson and the Secretary will be elected by the Board at the first meeting in January, nomination having been made from the floor. A majority vote of those present shall constitute an election, providing a quorum is present.
3. Tenure of Office. The tenure of an officer shall be for a period of one year. An officer may be elected for a succeeding year but not more than three years.

3-4-4 Power and Duties of Officers:

1. Chairperson. The duties of the Chairperson shall be:
 - A. To preside over all meetings of the Board.
 - B. To call special meetings.
 - C. To represent or designate a representative of the Board at public affairs.
 - D. To act as the liaison between the Board and the City Council.
 - E. To vote only in the case of a tie.
2. Vice Chairperson. The duties of the Vice Chairperson shall be:
 - A. To act as the Chairperson in the event that the office of the Chairperson is vacated due to illness, resignation, absence or other cause.
 - B. To vote on Board action.
 - C. To perform other duties as assigned.
3. Secretary. The duties of the Secretary shall be:
 - A. To review and maintain a permanent record of and sign the proceedings of all Board meetings.
 - B. To be responsible for forwarding copies of all proceedings to the office of the City Clerk.
 - C. To notify Board members and others entitled to be informed of any special meetings.
 - D. Other duties as assigned.

3-4-5 Meetings and Reports:

1. Regular meetings of the Board shall be at monthly intervals.

2. Special meetings may be called by the Chairperson or upon the request of at least two (2) Board Members with not less than three (3) days' notice of such meeting.
3. All meetings are to be held at a time and place designated by the Board and shall be open to the public pursuant to the Iowa Open Meeting Law.
4. Minutes of each meeting and any requested reports shall be kept and filed with City Hall and submitted to the City Council.
5. The regular meeting held in January of each year shall be known as the organizational meeting. The purpose of this meeting shall be the election of officers, the appointments of committees, the determination of the time and place of regular meetings for the upcoming year and other business that may need to come before such meeting. At any meeting of the Board, a majority of the Board (four members) shall constitute a quorum. A quorum shall be present before the Board takes action on any matter before the Board.

3-4-6 Duties:

The Board shall have the following powers and responsibilities:

1. Under Council direction, the Public Health and Safety Board will review and recommend rules, procedures, and ordinances for consideration by the City Administrator, relating to the management of a public health and safety program.
2. In accordance with the administrative policies and procedures established by the City Administrator, the Public Health and Safety Board may solicit or receive any gifts or bequests of money or other personal property, or any donations to be applied, principal or income, for either operating expenses or purchase of materials, buildings, or property.
3. The Public Health and Safety Board shall, with the approval of the City Administrator, on behalf of the Council, coordinate public health and safety activities that employ the leisure time of the citizenry in a constructive and wholesome manner.
4. The Public Health and Safety Board shall prepare, submit, and review on an annual basis with the City Administrator, recommendations to the Council for a five-year capital improvements plan.
5. The Public Health and Safety Board shall submit on October 1 of each year a progress report to the City Council summarizing its activities, major accomplishments for the past year and a proposed work program for the coming year. The report shall contain for the year the attendance record of all members and the identity of Public Health and Safety Board officers.
6. The Public Health and Safety Board, at the direction of the City Council, shall study, hold public hearings and submit reports on any topics pertaining to public health and safety program planning that the City Council deems appropriate.
7. The Public Health and Safety Board shall forward recommendations to the City Administrator, on behalf of the Council, with regards to the public health and safety budget.

3-4-7 Written Reports:

The Board shall make written reports to the Council of its activities from time to time as it deems advisable or upon Council request. Its revenues and expenditures shall be reported monthly by the City Administrator, in the manner of other departmental expenditures, and a copy shall be provided to each member of the Board and in the City Administrator's report to the Council.

3-5 Tree Board

3-5-1 Board Created: A Tree Board is hereby created to accomplish the following purposes:

- (A) Serve in an advisory capacity to the City Council, regarding the growth and development of the tree programs in the City of Grimes.
- (B) Recommend to Council programs, policies and ordinances that will benefit and promote the standards necessary to become a Tree City USA.
- (C) Seek to promote close cooperation between the City and all private citizens, institutions, agencies and associations interested in the establishment of a healthy balance of different types of trees and the benefit of trees in the improvement of the natural environment.

3-5-2 Organization:

1. The Board shall consist of seven (7) members appointed by the Mayor, five of which shall be qualified electors of the city, the Park & Recreation Director or his/her designee and one person with specific expertise in the area of tree care and maintenance (Arborist) or his/her designee for overlapping four-year terms with the expiration of the terms staggered for a four-year period. Members of the Board shall serve without compensation, but may receive reimbursement for their actual expenses. In the event a vacancy arises, a new Board member shall be appointed by the Mayor and the Board members so appointed shall serve out the unexpired term. Said vacancy shall be filled within sixty (60) days after the position becomes vacant.
2. Qualifications are that the Board Members are required to possess a vital interest in the care and maintenance of trees by application for the position and recommendation by a citizen of Grimes.
3. Any Board Member may be reappointed, provided no person may serve for more than three (3) consecutive full terms which may be either preceded or succeeded by a partial term.
4. Any Board Member may be removed from the Board by the Mayor, with the concurrence of the Council, for good and sufficient cause which shall be stated in writing and filed with the Clerk and a copy thereof filed with the Chairperson of the Board. Any Board Member may be removed from the Board for good and sufficient cause upon recommendation of the Board, with the concurrence of the Mayor and the City Council. In addition, two (2) unexcused absences, or three (3) total absences from regularly scheduled meetings in any one calendar year are grounds for dismissal from the Board.

3-5-3 Election of Officers:

1. The officers of the Board will be a Chairperson, Vice Chairperson and Secretary.
2. The Chairperson, Vice Chairperson and the Secretary will be elected by the Board at the first meeting in January, nomination having been made from the floor. A majority vote of those present shall constitute an election, providing a quorum is present.
3. Tenure of Office. The tenure of an officer shall be for a period of one year. An officer may be elected for a succeeding year but not more than three years.

3-5-4 Power and Duties of Officers:

1. Chairperson. The duties of the Chairperson shall be:

- A. To preside over all meetings of the Board.
 - B. To call special meetings.
 - C. To represent or designate a representative of the Board at public affairs.
 - D. To act as the liaison between the Board and the City Council.
 - E. To vote only in the case of a tie.
2. Vice Chairperson. The duties of the Vice Chairperson shall be:
- A. To act as the Chairperson in the event that the office of the Chairperson is vacated due to illness, resignation, absence or other cause.
 - B. To vote on Board action.
 - C. To perform other duties as assigned.
3. Secretary. The duties of the Secretary shall be:
- A. To review and maintain a permanent record of and sign the proceedings of all Board meetings.
 - B. To be responsible for forwarding copies of all proceedings to the office of the City Clerk.
 - C. To notify Board members and others entitled to be informed of any special meetings.
 - D. Other duties as assigned.

3-5-5 Meetings and Reports:

- 1. Regular meetings of the Board shall be at monthly intervals.
- 2. Special meetings may be called by the Chairperson or upon the request of at least two (2) Board Members with not less than one (1) day notice of such meeting.
- 3. All meetings are to be held at a time and place designated by the Board and shall be open to the public pursuant to the Iowa Open Meeting Law.
- 4. Minutes of each meeting and any requested reports shall be kept and filed with City Hall and submitted to the City Council.
- 5. The regular meeting held in January of each year shall be known as the organizational meeting. The purpose of this meeting shall be the election of officers, the appointments of committees, the determination of the time and place of regular meetings for the upcoming year and other business that may need to come before such meeting. At any meeting of the Board, a majority of the Board (four members) shall constitute a quorum. A quorum shall be present before the Board takes action on any matter before the Board.

3-5-6 Duties:

The Board shall have the following powers and responsibilities:

- (A) The Tree Board shall have the authority to establish certain guidelines for the care, preservation, trimming, planting, replanting, removal, or disposal of trees and other landscape plantings within street rights-of-way, parks, and public places to ensure safety and to preserve and enhance the aesthetics of such public places. The guidelines developed by the Tree Board will be presented to the City Council and upon acceptance and approval shall constitute the official guidelines for the City. The Tree Board, when requested by the Council or as needed, shall review, and update these guidelines and make findings and recommendations to the Council for their consideration. Should

a dispute regarding the applicability of the guidelines to a particular situation arise, the aggrieved party shall have thirty days to appeal the decision of the Tree Board to the Council.

- (B) The Tree Board shall serve as an advisory resource for City officials and staff, and for the community at large, by providing information, education, recommendations, and support to promote practices which will lead to a healthy urban forest (both public and private) and desirable public landscaping throughout the City.
- (C) In accordance with the administrative policies and procedures established by the City Administrator, the Tree Board may solicit or receive any gifts or bequests of money or other personal property, or any donations to be applied, principal or income, for either operating expenses or purchase of materials, buildings or property.
- (D) The Tree Board shall, with the approval of the City Administrator, on behalf of the Council, coordinate community tree maintenance activities that employ the leisure time of the citizenry in a constructive and wholesome manner.
- (E) The Tree Board shall prepare, submit, and review on an annual basis with the City Administrator, recommendations to the Council for a five-year capital improvements plan.
- (F) The Tree Board shall submit on October 1 of each year a progress report to the City Council summarizing its activities, major accomplishments for the past year and a proposed work program for the coming year. The report shall contain for the year the attendance record of all members and the identity of the Tree Board officers.
- (G) The Tree Board, at the direction of the City Council, shall study, hold public hearings, and submit reports on any topics pertaining to tree development planning that the City Council deems appropriate.
- (H) The Tree Board shall forward recommendations to the City Administrator, on behalf of the Council, with regards to the tree plantings in the right-of-way.
- (I) The Tree Board shall ensure that the City of Grimes has qualified for and maintains the designation of Tree City USA with the initial designation being no later than January of 2016.
- (J) The Tree Board shall develop and maintain a tree inventory of all of the species of trees in the City of Grimes.
- (K) The Tree Board shall develop an Emerald Ash Borer mitigation plan and proposed budget. Said plan and budget shall be submitted to the City Administrator for review and consideration by the Grimes City Council. Said initial plan shall be developed no later than March of 2015.
- (L) The Tree Board shall develop an Urban Tree Management Plan for the City of Grimes. Said initial plan shall be developed no later than October of 2015.

3-5-7 Written Reports:

The Board shall make written reports to the Council of its activities from time to time as it deems advisable or upon Council request. Its revenues and expenditures shall be reported monthly by the City Administrator, in the manner of other departmental expenditures, and a copy shall be provided to each member of the Board and in the City Administrator's report to the Council.

3-5-8 Tree List:

It shall be the duty and responsibility of the City Tree Board to establish a list of acceptable tree species to be planted in the public right-of-way and to provide such list to the Clerk for public inspection and copying. The Board shall have the authority, from time to time, to update and amend said list.

3-6 Board of Appeals

3-6-1 Board Created. A Board of Appeals is created to accomplish the following purpose:

1. To hear an appeal filed by any property owner adversely affected by a decision, order or determination of the Development Services Director, Building Administrator, Code Enforcement Officer, Fire Chief, Fire Marshal or other Building or Fire Department Representative, relative to the application of Building Codes, Fire Codes, City Ordinances, and any City adopted International Building Code, International Residential Code, International Existing Building Code or International Property Maintenance Code with regard to property maintenance, fire or building code compliance.
2. To formulate and report to the appropriate governing body from time to time recommendations for action by them upon such amendments to the City Ordinances relating to City Building Codes as the public welfare, health and safety may require.

3-6-2 Organization.

The Board of Appeals shall consist of not less than five members who are qualified by experience and training to act on matters pertaining to building construction, property maintenance, hazards of fire, hazardous conditions or and who are not employees of the City. Members shall be appointed by the Mayor and approved by City Council for five-year terms. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. Matters relating to the powers and duties of the Appeals Board shall be as provided by any applicable state statutory provisions and the terms of this chapter.

1. Chairperson. The duties of the Chairperson shall be:
 - A. To preside over all meetings of the Board.
 - B. To call special meetings.
 - C. To represent or designate a representative of the Board at public affairs.
 - D. To act as the liaison between the Board and the Council.
2. Vice Chairperson. The duties of the Vice Chairperson shall be:
 - A. To act as the Acting Chairperson in the event that the office of the Chairperson is vacated due to illness, resignation, absence or other cause.
 - B. To perform other duties as assigned at the request of the Chairperson.
3. Secretary. The duties of the Secretary shall be:
 - A. To review and maintain a permanent record of and sign the proceedings of all Appeals Board meetings.

- B. To be responsible for forwarding copies of all proceedings to the office of the City Clerk.
- C. To notify Appeals Board members and others entitled to be informed of any special meetings.
- D. Perform other duties as assigned at the request of the Chairperson.

The Appeals Board shall be appointed by the Mayor and approved by the Grimes City Council, and shall serve staggered and overlapping terms.

An Appeals Board member shall not vote on an appeal in which that member has a personal, professional or financial interest.

3-6-3 Election of Officers.

1. The officers of the Appeals Board will be a Chairperson, Vice Chairperson and Secretary.
2. The Chairperson, Vice Chairperson and the Secretary will be elected by the Appeals Board at the first meeting in January, nomination having been made from the floor. A majority vote of those present shall constitute an election, providing a quorum is present.
3. Tenure of Office. The tenure of an officer shall be for a period of one year. An officer may be elected for a succeeding year but not more than three years.

3-6-4 Powers and Duties.

Hearing appeals based on claims that the true intent of the City Building Code, City Ordinances or any City adopted International Building Code, International Existing Building Code, International Fire Code, International Residential Code or International Property Maintenance Code have been incorrectly interpreted or that the provisions of those codes or ordinances do not apply to a specified circumstance on appeal.

The Board shall adopt rules necessary to the conduct of its affairs and in keeping with the provisions of this chapter. Meetings shall be held at the call of the Chairperson or Acting Chairperson in the absence of a Chairperson, and at such other times as the Board may determine. The Chairperson, or in the Chairperson's absence the Acting Chairperson, may administer oaths. All meetings shall be open to the public. The Board shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep a record of any appeal hearing and the Appeals Board's written decision on any appeal, all of which shall be of public record and be immediately filed in the office of the City Clerk.

3-6-5 Procedures.

Any person directly affected by a decision, notice or order of the Development Services Director, Building Official, Fire Chief, Fire Marshal, Code Enforcement Officer, or other Building or Fire Department Representative issued under this code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within 10 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of the building code or ordinance has been incorrectly interpreted, the provisions of the building code or ordinance provisions in question do not apply, or the requirements of the building code or ordinance are adequately satisfied by other means. When an appeal is filed with the Board, the appellant shall pay a fee to the Clerk to be credited to the General Fund of the City in accordance to the City fee schedule as adopted by resolution by City Council from time to time.

The Development Service Director shall forthwith transmit to the Appeals Board all papers constituting the record upon which the action appealed from was taken. The Appeals Board shall fix a reasonable time for the hearing on the appeal, give public notice thereof as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing, any party may appear in person, by designee or attorney.

3-6-6 Open Hearing.

Hearings before the Appeals Board shall be open to the public. The appellant, the appellant's representative, the Development Services Director, Building Administrator, Fire Chief, Fire Marshal and/or the Building or Fire Department Official's designee, witnesses of the parties and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of three-fifths of the board membership.

3-6-7 Board Decision.

The Appeals Board shall modify or reverse the decision of the Development Services Director, Building Administrator, Fire Chief, Fire Marshal, Code Enforcement Officer or other Building Department Representative only by a concurring vote of a majority of the total number of appointed board members. The Development Services Director or Fire Chief shall take immediate action in accordance with the decision of the board.

3-6-8 Records and Copies.

The decision of the board shall be recorded with the City Clerk. Copies shall be sent to the Appellant and to the Development Services Director.

3-6-9 Court Review.

The Appellant shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision with the City Clerk.

3-6-10 Stays of Enforcement.

Appeals to the Appeals Board of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is decided by the Appeals Board.

3-7 Board of Adjustment

See 12-2 of this Ordinance for Board of Adjustment regulations.

TITLE 4 FINANCE, FEES AND TAXATION

4-1 Fiscal Management

4-1-1 Purpose:

The purpose of this chapter is to establish policies and provide for rules and regulations governing the management of the financial affairs of the City.

4-1-2 Financial Director:

The Financial Director is the finance and accounting officer of the City and is responsible for the administration of the provisions of this chapter.

4-1-3 Cash Control:

To assure the proper accounting and safe custody of moneys the following shall apply:

1. Deposit of Funds. All moneys or fees collected for any purpose by any City officer shall be deposited through the office of the Financial Director. If any said fees are due to an officer, they shall be paid to the officer by check drawn by the Financial Director and approved by the Council only upon such officer's making adequate reports relating thereto as required by law, ordinance, or Council directive.
2. Deposits and Investments. All moneys belonging to the City shall be promptly deposited in depositories selected by the Council in amounts not exceeding the authorized depository limitation established by the Council or invested in accordance with the City's written investment policy and State law, including joint investments as authorized by Section 384.21 of the Code of Iowa.

(Code of Iowa, Sec. 384.21, 12B.10, 12C.1)

3. Petty Cash Fund. The Financial Director shall be custodian of a petty cash fund not to exceed five hundred dollars (\$500.00) for the payment of small claims for minor purchases, collect-on-delivery transportation charges and small fees customarily paid at the time of rendering a service for which payments the Financial Director shall obtain some form of receipt or bill acknowledged as paid by the vendor or agent. At such time as the petty cash fund is approaching depletion, the Financial Director shall draw a check for replenishment in the amount of the accumulated expenditures and said check and supporting detail shall be submitted to the Council as a claim in the usual manner for claims and charged to the proper funds and accounts. It shall not be used for salary payments or other personal services or personal expenses.

4-1-4 Fund Control:

There shall be established and maintained separate and distinct funds in accordance with the following:

1. Revenues. All moneys received by the City shall be credited to the proper fund as required by law, ordinance, or resolution.

2. Expenditures. No disbursement shall be made from a fund unless such disbursement is authorized by law, ordinance, or resolution, was properly budgeted, and supported by a claim approved by the Council.

3. Emergency Fund. No transfer may be made from any fund to the emergency fund.

(IAC, 545-2.5[384, 388], Sec. 2.5[2])

4. Debt Service Fund. Except where specifically prohibited by State law, moneys may be transferred from any other City fund to the debt service fund to meet payments of principal and interest. Such transfers must be authorized by the original budget or a budget transfer.

(IAC, 545-2.5[384, 388], Sec. 2.5[3])

5. Capital Improvements Reserve Fund. Except where specifically prohibited by State law, moneys may be transferred from any City fund to the capital improvements reserve fund. Such transfers must be authorized by the original budget or a budget amendment.

(IAC, 545-2.5[384, 388], Sec. 2.5[4])

6. Utility and Enterprise Funds. A surplus in a utility or enterprise fund may be transferred to any other City fund, except the Emergency Fund and Road Use Tax Funds, by resolution of the Council. A surplus may exist only after all required transfers have been made to any restricted accounts in accordance with the terms and provisions of any revenue bonds or loan agreements relating to the utility or enterprise fund. A surplus is defined as the cash balance in the operating account or the unrestricted retained earnings calculated in accordance with generally accepted accounting principles in excess of:

A. The amount of the expense of disbursements for operating and maintaining the utility or enterprise for the preceding three (3) months, and

B. The amount necessary to make all required transfers to restricted accounts for the succeeding three (3) months.

(IAC, 545-2.5[384, 388], Sec. 2.5[5])

7. Balancing of Funds. Fund accounts shall be reconciled at the close of each month and a report thereof submitted to the Council.

4-1-5 Operating Budget Preparation:

The annual operating budget of the City shall be prepared in accordance with the following:

1. Proposal Prepared. The Financial Director shall be responsible for preparation of the annual budget detail, for review by the Mayor and the Council and adoption by the Council in accordance with directives of the Mayor and Council.

2. Boards and Commissions. All boards, commissions and other administrative agencies of the City that are authorized to prepare and administer budgets must submit their budget proposals to the Financial Director for inclusion in the proposed City budget no later than February 1 of each year and in such form as may be required by the Council.

3. Submission to Council. The Financial Director shall submit the completed budget proposal to the Council no later than February 15 of each year.

4. Council Review. The Council shall review the proposed budget and may make any adjustments in the budget which it deems appropriate before accepting such proposal for publication, hearing and final adoption.

5. Notice of Hearing. Upon adopting a proposed budget, the Council shall set a date for public hearing thereon to be held before March 15 and cause notice of such hearing and a summary of the proposed budget to be published not less than four (4) nor more than twenty (20) days before the date established for the hearing. Proof of such publication must be filed with the County Auditor.

(Code of Iowa, Sec. 384.16[3])

6. Copies of Budget on File. Not less than twenty (20) days before the date that the budget must be certified to the County Auditor and not less than ten (10) days before the public hearing, the Financial Director shall make available a sufficient number of copies of the detailed budget to meet the requests of taxpayers and organizations, and have them available for distribution at the offices of the Mayor and Clerk and at the City library.

(Code of Iowa, Sec. 384.16[2])

7. Adoption and Certification. After the hearing, the Council shall adopt, by resolution, a budget for at least the next fiscal year and the Clerk shall certify the necessary tax levy for the next fiscal year to the County Auditor and the County Board of Supervisors. The tax levy certified may be less than, but not more than, the amount estimated in the proposed budget. Two copies each of the detailed budget as adopted and of the tax certificate must be transmitted to the County Auditor.

(Code of Iowa, Sec. 384.16[5])

4-1-6 Budget Amendments:

A City budget finally adopted for the following fiscal year becomes effective July 1 and constitutes the City appropriation for each program and purpose specified therein until amended as provided in this section.

(Code of Iowa, Sec. 384.18)

1. Program Increase. Any increase in the amount appropriated to a program must be prepared, adopted and subject to protest in the same manner as the original budget.

(IAC, 545-2.2[384, 388])

2. Program Transfer. Any transfer of appropriation from one program to another must be prepared, adopted and subject to protest in the same manner as the original budget.

(IAC, 454-2.3[384, 388])

3. Activity Transfer. Any transfer of appropriation from one activity to another activity within a program must be approved by resolution of the Council.

(IAC, 545-2.4[384, 388])

4. Administrative Transfers. The Financial Director shall have the authority to adjust, by transfer or otherwise, the appropriations allocated within a specific activity without prior Council approval.

(IAC, 545-2.4[384, 388])

4-1-7 Accounting:

The accounting records of the City shall consist of not less than the following:

1. Books of Original Entry. There shall be established and maintained books of original entry to provide a chronological record of cash received and disbursed.

2. General Ledger. There shall be established and maintained a general ledger controlling all cash transactions, budgetary accounts and for recording unappropriated surpluses.
3. Checks. Checks shall be prenumbered and signed by the Financial Director and Mayor following Council approval, except as provided by subsection 5 hereof.
4. Budget Accounts. There shall be established such individual accounts to record receipts by source and expenditures by program, sub-program and activity as will provide adequate information and control for budgeting purposes as planned and approved by the Council. Each individual account shall be maintained within its proper fund and so kept, that receipts can be immediately and directly compared with revenue estimates and expenditures can be related to the authorizing appropriation. No expenditure shall be posted except to the appropriation for the function and purpose for which the expense was incurred.
5. Immediate Payment Authorized. The Council may by resolution authorize the Financial Director to issue checks for immediate payment of amounts due, which if not paid promptly would result in loss of discount, penalty for late payment or additional interest cost. Any such payments made shall be reported to the Council for review and approval with and in the same manner as other claims at the next meeting following such payment. The resolution authorizing immediate payment shall specify the type of payment so authorized and may include but is not limited to payment of utility bills, contractual obligations, payroll and bond principal and interest.
6. Utilities. The Clerk shall perform and be responsible for accounting functions of the municipally owned utilities.

4-1-8 Financial Reports:

The Financial Director shall prepare and the Clerk shall file the following financial reports:

1. Monthly Reports. There shall be submitted to the Council at the first meeting of each month a report showing the activity and status of each fund, program, sub-program, and activity for the preceding month.
2. Annual Report. Not later than October first of each year there shall be published an annual report containing a summary for the preceding fiscal year of all collections and receipts, all accounts due the City and all expenditures, the current public debt of the City and the legal debt limit of the City for the current fiscal year. A copy of the published annual report must be furnished to the Auditor of State.

(Code of Iowa, Sec. 384.22)

4-1-9 Unauthorized Expenditures:

No City official or employee, or any person acting under color of such office or employment, shall knowingly make any contract or authorize any expenditure known by him or her to be in excess of that authorized by law.

(Code of Iowa, Sec. 721.2[1])

4-2 Fees for Municipal Services

4-2-1 Rates:

Anyone requesting or utilizing the work or assistance of municipal employees on an individualized basis shall be charged an hourly rate for these services. These hourly rates shall be determined within the City fee schedule as adopted by resolution from time to time by City Council.

4-2-2 Notification:

When an individual receives individualized service from a City, the City Administrator shall be responsible for notifying the individual who has received or will receive these services that the City will expect reimbursement pursuant to the rates outlined in Section 4-2-1. The City Administrator shall mail the notification and rate schedule to the individual's last known mailing address.

4-2-3 Definition:

Individualized services are those services provided by the City which primarily benefit a private property owner, developer, contractor, subcontractor, plumber, electrician or individual, but not the common good. The City Administrator shall be responsible for determining when City services have been or will be supplied on an individualized basis, and not for the common good of the City.

4-2-4 Billings and Collection:

The Financial Director shall prepare a specific form to be utilized by City employees for reporting time spent on projects determined to be for the benefit of an individual. When the form has been completed by the City employee, it shall be forwarded to the City Administrator for approval. Once approved by the City Administrator, the form shall be sent to the Financial Director, who shall prepare an invoice to be sent to the individual. The invoice shall be sent to the individual's last known mailing address. Invoices shall be sent on a monthly basis and all charges for the prior months shall be billed within the first ten (10) days of the following month. The charged individual shall be given thirty (30) days to pay any charges for the City services provided under this Chapter. After that date, the City may pursue any legal remedies available to it against the charged individual, and the charged individual shall be responsible for all costs connected with the collection of the delinquent billing, including, but not limited to, court costs, interest at the legal rate, and attorney fees.

4-3 Industrial Property Tax Exemptions

4-3-1 Purpose:

The purpose of this chapter is to provide for a partial exemption from property taxation of the actual value added to industrial real estate by the new construction of industrial real estate, research-service facilities, warehouse, distribution centers and the acquisition of or improvement to machinery and equipment assessed as real estate.

4-3-2 Definitions:

For use in this chapter the following terms are defined:

Actual value added means the actual value added as of the first year for which the exemption is received, except that actual value added by improvements to machinery and equipment means the actual value as determined by the local assessor as of January 1 of each year for which the exemption is received.

Distribution center means a building or structure used primarily for the storage of goods which are intended for subsequent shipment to retail outlets. Distribution center does not mean a building or structure used primarily to store raw agricultural products, used primarily by a manufacturer to store

goods to be used in the manufacturing process, used primarily for the storage of petroleum products, or used for the retail sale of goods.

New construction means new buildings and structures and includes new buildings and structures which are constructed as additions to existing buildings and structures. New construction does not include reconstruction of an existing building or structure which does not constitute complete replacement of an existing building or structure or refitting of an existing building or structure unless the reconstruction of an existing building or structure is required due to economic obsolescence and the reconstruction is necessary to implement recognized industry standards for the manufacturing and processing of specific products and the reconstruction is required for the owner of the building or structure to continue competitively to manufacture or process those products, which determination shall receive prior approval from the City Council of the City upon the recommendation of the Iowa Department of Economic Development.

New machinery and equipment assessed as real estate means new machinery and equipment assessed as real estate pursuant to Section 427A.1, Subsection 1, Paragraph "e", Code of Iowa, unless the machinery or equipment is part of the normal replacement or operating process to maintain or expand the existing operational status.

Research-service facilities means a building or group of buildings devoted primarily to research and development activities, including, but not limited to, the design and productions or manufacture of prototype products for experimental use, and corporate research services which do not have a primary purpose of providing on-site services to the public.

Warehouse means a building or structure used as a public warehouse for the storage of goods pursuant to Chapter 554, Article 7, of the Code of Iowa, except that it does not mean a building or structure used primarily to store raw agricultural products of from which goods are sold at retail.

4-3-3 Period for Partial Exemption:

The actual value added to industrial real estate by the new construction of industrial real estate, research-service facilities, warehouse, distribution centers, and the acquisition of or improvement to machinery and equipment assessed as real estate, is eligible to receive a partial exemption from taxation for a period of five (5) years.

4-3-4 Amounts Eligible for Exemption: The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

1. For the first year, seventy-five percent (75%)
2. For the second year, sixty percent (60%)
3. For the third year, forty-five percent (45%)
4. For the fourth year, thirty percent (30%)
5. For the fifth year, fifteen percent (15%)

4-3-5 Limitations:

The granting of the exemption under this chapter for new construction constituting complete replacement of an existing building or structure shall not result in the assessed value of the industrial real estate being reduced below the assessed value of the industrial real estate before the start of the new construction added. The exemption under this chapter shall not apply to any business regulated in Title 5, Chapter 5 or 6.

4-3-6 Applications:

An application shall be filed for each project resulting in actual value added for which an exemption is claimed.

1. The application for exemption shall be filed by the owner of the property with the local assessor by February 1 of the assessment year in which the value added is first assessed for taxation.
2. Applications for exemption shall be made on forms prescribed by the Iowa Director of Revenue and shall contain information pertaining to the nature of the improvement, its cost, and other information deemed necessary by the Iowa Director of Revenue.

4-3-7 Approval:

A person may submit a proposal to the City Council to receive prior approval for eligibility for a tax exemption on new construction. If the City Council resolves to consider such proposal, it shall publish notice and hold a public hearing thereon. Thereafter, at least thirty days after such hearing, the City Council, by ordinance, may give its prior approval of a tax exemption for new construction if the new construction is in conformance with City zoning. Such prior approval shall not entitle the owner to exemption from taxation until the new construction has been completed and found to be qualified real estate.

4-3-8 Exemption Repealed:

When in the opinion of the City Council continuation of the exemption granted by this chapter ceases to be of benefit to the City, the City Council may repeal this chapter, but all existing exemptions shall continue until their expiration.

4-3-9 Dual Exemptions Prohibited:

A property tax exemption under this chapter shall not be granted if the property for which the exemption is claimed has received any other property tax exemption authorized by law.

4-4 Urban Revitalization Area (Reserved for Future Use)

4-5 Urban Renewal Area

4-5-1 Purpose:

The purpose of this chapter is to provide for the division of taxes levied on the taxable property in the Urban Renewal Area of the City each year by and for the benefit of the State, City, County, school districts or other taxing districts after the effective date of the ordinance codified by this chapter in order to create a special fund to pay the principal of and interest on loans, advances or indebtedness, including bonds proposed to be issued by the City, to finance projects in such areas.

4-5-2 Grimes Urban Renewal Area:

The provisions of this section apply to the Grimes Urban Renewal Area, the boundaries of which are set out below, such area having been identified in the Urban Renewal Plan approved by the Council by resolution adopted on June 9, 1987:

The SE $\frac{1}{2}$ of the SE $\frac{1}{2}$ of Section 5; E $\frac{1}{2}$ of Section 6; E $\frac{1}{2}$ of Section 7; all of Section 8; the W $\frac{1}{2}$ of SW $\frac{1}{4}$ and the SW $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 9; the W $\frac{1}{2}$ and the NE $\frac{1}{4}$, except road, and the W $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 17; the E $\frac{1}{2}$ of Section 18; the E $\frac{1}{2}$ of NW $\frac{1}{4}$ and NE $\frac{1}{4}$ of Section 19;

the NW $\frac{1}{4}$ and the W $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 20, all included in the City of Grimes, Polk County, Iowa, in T 79N, R 25W of the 5th Principal Meridian.

Said tract contains 2.240 acres, more or less.

After the effective date of Ordinance No. 237, codified by this section, the taxes levied on the taxable property in the Urban Renewal Area each year by and for the benefit of the State, the City, the County and any school district or other taxing district in which the Urban Renewal Area is located, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1, 1986, shall be allocated to and when collected as paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area on the effective date of the ordinance codified in this section but to which the territory has been annexed or otherwise included after said effective date, the assessment roll as of January 1, 1986, shall be used in determining the assessed valuation of the taxable property in the Urban Renewal Area on the effective date.
2. That portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, advances or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9[1] of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, except that taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this section. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the property in such area as shown on the assessment roll referred to in subsection 1 of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into funds for the respective taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.
3. The portion of taxes mentioned in subsection 2 of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds, issued under the authority of Section 403.9[1] of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.
4. As used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

4-5-3 1990 Addition to the Grimes Urban Renewal Area:

The provisions of this section apply to the 1990 Addition to the Grimes Urban Renewal Area, the boundaries of which are set out below, such area having been identified in the Urban Renewal Plan approved by the Council by resolution adopted on September 11, 1990:

The E $\frac{1}{2}$ of Section 5, except the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; the NW $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 9; all T79N R25W of the 5th Principal Meridian, City of Grimes, Polk County, Iowa.

After the effective date of Ordinance 283-1, codified by this section, the taxes levied on the taxable property in the Urban Renewal area each year by and for the benefit of the State, the City, the County and any school district or other taxing district in which the Urban Renewal Area is located, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1, 1989, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area on the effective date of the ordinance codified in this section but to which the territory has been annexed or otherwise included after said effective date, the assessment roll as of January 1, 1989, shall be used in determining the assessed valuation of the taxable property in the Urban Renewal Area on the effective date.
2. That portion of the taxes each year in excess of such amounts shall be allocated to and when paid collected be paid into a special fund of the City to pay the principal of and interest on loans, advances or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9[1] of the Code of Iowa, incurred by the City to finance, refinance, in whole or in part, projects in the Urban Renewal Area, except that taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this section. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in such area as shown on the assessment roll referred to in subsection 1 of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.
3. The portion of taxes mentioned in subsection 2 of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9[1] of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.
4. As used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

4-5-4 1992 Addition to the Grimes Urban Renewal Area:

The provisions of this section apply to the 1992 Addition to the Grimes Urban Renewal Area, the boundaries of which are set out below, such area having been identified in the Urban Renewal Plan approved by the Council by resolution adopted on September 8, 1992:

The East $\frac{1}{2}$ of Section 32; the Northwest $\frac{1}{4}$ of Section 32; the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 29; the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{2}$ of Section 29; and including full rights-of-way on all streets and roads forming the boundary, all included in the City of Grimes, Polk County, Iowa, in Township 80 North, Range 25 West of the 5th Principal Meridian.

Said tract contains 600 acres, more or less.

After the effective date of Ordinance No. 327, codified by this section, the taxes levied on the taxable property in the Urban Renewal Area each year by and for the benefit of the State, the City, the County and any school district or other taxing district in which the Urban Renewal Area is located, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1, 1991, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area on the effective date of the ordinance codified in this section but to which the territory has been annexed or otherwise included after said effective date, the assessment roll as of January 1, 1991, shall be used in determining the assessed valuation of the taxable property in the Urban Renewal Area on the effective date.
2. That portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, advances or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9[1] of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, except that taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this section. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in such area as shown on the assessment roll referred to in subsection 1 of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.
3. The portion of taxes mentioned in subsection 2 of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9[1] of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.
4. As used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

4-6 Hotel and Motel Tax

4-6-1 Tax Imposed:

There is imposed a seven percent (7%) hotel and motel tax upon the gross receipts from the renting of any and all sleeping rooms, apartments, or sleeping quarters in a hotel, motel, inn, public lodging house, rooming house, manufactured or mobile home which is tangible personal property, or tourist court, or in any place where sleeping accommodations are furnished to transient guests for rent, whether with or without meals; except the gross receipts from the renting of sleeping rooms in dormitories and in memorial unions at all universities and colleges located in the State of Iowa and the guests of religious institutions if the property is exempt under Iowa Code section 427.1, subsection 8, and the purpose of renting is to provide a place for a religious retreat or function and not a place for transient guests generally.

(Code of Iowa, Sec. 423A.2 et seq.)

4-6-2 Definitions:

"Renting" and "rent," as used in this chapter, include any kind of direct or indirect charge for such sleeping rooms, apartments, or sleeping quarters, or their use. However, the tax does not apply to the gross receipts from the renting of a sleeping room, apartment, or sleeping quarters while rented by the same person for a period of more than thirty-one (31) consecutive days.

(Code of Iowa, Sec. 423A.2)

4-6-3 Effective Date of Tax:

The hotel and motel tax as set forth in this chapter shall be imposed on all gross rent receipts received after April 1, 2004.

4-6-4 Collection:

The tax imposed in this chapter shall be remitted by the person or company liable for same to the Iowa State Director of Revenue in the manner required by State law.

(Code of Iowa, Sec. 423A.6)

4-6-5 Restrictions on Use of Revenues:

The revenue derived from the tax imposed by this chapter shall be accounted for as follows:

1. All revenue received by the City from the imposition of the hotel and motel tax shall be deposited in the General Fund of the City.
2. The City shall allocate each year an amount not to exceed 2/7 of the total hotel motel tax revenues to fund projects proposed by the Greater Des Moines Convention and Visitor's Bureau (CVB), pursuant to a 28E Agreement, and which are approved by the City Council during the normal budgeting process.
3. The balance of the revenues, including any funds not approved for use by the CVB, shall be used to fund community improvements such as parks, recreations, and community improvement projects. Under all circumstances not less than 50% of the revenues from the hotel motel tax shall be used for projects as described in section 423A.2(4)(a) of the Code of Iowa.

TITLE 5 BUSINESS AND LICENSE REGULATIONS

5-1 Liquor Licenses and Wine and Beer Permits

5-1-1 License or Permit Required:

No person shall manufacture for sale, import, sell, or offer or keep for sale, alcoholic liquor, wine, or beer without first securing a liquor control license, wine permit, or beer permit in accordance with the provisions of Chapter 123 of the Code of Iowa.

(Code of Iowa, Sec. 123.33, 123.122 & 123.17.)

5-1-2 General Prohibition:

It is unlawful to manufacture for sale, sell, offer or keep for sale, possess or transport alcoholic liquor, wine or beer except upon the terms, conditions, limitations and restrictions enumerated in Chapter 123 of the Code of Iowa, and a license or permit may be suspended or revoked or a civil penalty may be imposed for a violation thereof.

(Code of Iowa, Sec. 123.2, 123.39 & 123.50)

5-1-3 Investigation:

Upon receipt of an application for a liquor license, wine or beer permit by the Clerk, it shall be forwarded to the peace officer, who shall conduct an investigation and submit a written report as to the truth of the facts averred in the application and a recommendation to the Council as to the approval of the license or permit. It is the duty of the Fire Chief to inspect the premises to determine if they conform to the requirements of the City, and no license or permit shall be approved until or unless an approving report has been filed with the Council by such officers.

(Code of Iowa, Sec. 123.30)

5-1-4 Action by Council:

The Council shall either approve or disapprove the issuance of the liquor control license or retail wine and beer permit and shall endorse its approval or disapproval on the application, and thereafter the application, necessary fee and bond, if required, shall be forwarded to the Alcoholic Beverages Division of the State Department of Commerce for such further action as is provided by law.

(Code of Iowa, Sec. 123.32[2])

5-1-5 Prohibited Sales and Acts:

A person or club holding a liquor license or retail wine or beer permit and the person's or club's agents or employees shall not do any of the following:

1. Sell, dispense, or give any intoxicated person, or one simulating intoxication, any alcoholic liquor, wine, or beer.

(Code of Iowa, Sec. 123.49[1])

2. Sell or dispense any alcoholic beverage, wine or beer on the premises covered by the license or permit, or permit consumption of alcohol thereon between the hours of two o'clock (2:00) a.m. and six o'clock (6:00) a.m. on a weekday, and between the hours of two o'clock (2:00) a.m. on Sunday and six o'clock (6:00) a.m. on the following Monday; however, a holder of a license or permit granted the privilege of selling alcoholic liquor, beer or wine on Sunday may sell or dispense alcoholic liquor, beer or wine between the hours of eight o'clock (8:00) a.m. on Sunday and two o'clock (2:00) a.m. of the following Monday, and further provided that a holder of any class of liquor control license or the holder of a class "B" beer permit may sell or dispense alcoholic liquor, wine or beer for consumption on the premises between the hours of eight o'clock (8:00) a.m. on Sunday and two o'clock (2:00) a.m. on Monday when that Monday is New Year's Day and beer for

consumption off the premises between the hours of eight o'clock (8:00) a.m. on Sunday and two o'clock (2:00) a.m. on the following Monday when that Sunday is the day before New Year's Day.

(Code of Iowa, Sec. 123.49[2b and 2k] & 123.150)

3. Sell alcoholic beverages, wine, or beer to any person on credit, except with bona fide credit card. This provision does not apply to sales by a club to its members nor to sales by hotel or motel to bona fide registered guests.

(Code of Iowa, Sec. 123.49[2c])

4. Employ a person under eighteen (18) years of age in the sale or serving of alcoholic liquor, wine, or beer for consumption on the premises where it is sold.

(Code of Iowa, Sec. 123.49[2f])

5. Sell, give, or otherwise supply any alcoholic beverage, wine or beer to any person, knowing or failing to exercise reasonable care to ascertain whether the person is under legal age, or permit any person, knowing or failing to exercise reasonable care to ascertain whether the person is under legal age, to consume any alcoholic beverage, wine or beer.

(Code of Iowa, Sec. 123.49[2h])

6. In the case of a retail beer or wine permittee, knowingly allow the mixing or adding of alcohol or any alcoholic beverage to beer, wine or any other beverage in or about the permittee's place of business.

(Code of Iowa, Sec. 123.49[21])

7. Knowingly permit any gambling, except in accordance with Iowa law, or knowingly permit any solicitation for immoral purposes, or immoral or disorderly conduct on the premises covered by the license or permit.

(Code of Iowa, Sec. 123.49[2a])

8. Knowingly permit or engage in any criminal activity on the premises covered by the license or permit.

(Code of Iowa, Sec. 123.49[2j])

9. Keep on premises covered by a liquor control license any alcoholic liquor in any container except the original package purchased from the Alcoholic Beverages Division of the State Department of Commerce and except mixed drinks or cocktails mixed on the premises for immediate consumption.

(Code of Iowa, Sec. 123.49[2d])

10. Reuse for packaging alcoholic liquor or wine any container or receptacle used originally for packaging alcoholic liquor or wine; or adulterate, by the addition of any substance, the contents or remaining contents of an original package of an alcoholic liquor or wine; or knowingly possess any original package which has been reused or adulterated.

(Code of Iowa, Sec. 123.49[2e])

11. Allow any person other than the licensee, permittee or employees of the licensee or permittee to use or keep on licensed premises any alcoholic liquor in any bottle or other container which is designed for the transporting of such beverages, except as allowed by State law.

(Code of Iowa, Sec. 123.49[2g])

12. Permit or allow any person under legal age to remain upon licensed premises unless over fifty percent (50%) of the dollar volume of the business establishment comes from the sale and serving of prepared foods. This provision does not apply to holders of a class "C" beer permit only.

5-2 Cigarette Permits

5-2-1 Definitions: For use in this chapter, the following terms are defined:

Cigarette means any roll for smoking made wholly or in part of tobacco, or any substitute for tobacco, irrespective of size or shape and irrespective of tobacco or any substitute for tobacco being flavored, adulterated or mixed with any other ingredient, where such roll has a wrapper or cover made of paper or any other material. However, this definition is not to be construed to include cigars.

(Code of Iowa, Sec. 453A.1)

Place of Business means any place where cigarettes are sold, stored or kept for the purpose of sale or consumption by a retailer.

Retailer means every person who sells, distributes or offers for sale for consumption, or possesses for the purpose of sale for consumption, cigarettes, irrespective of the quantity or amount or the number of sales.

(Code of Iowa, Sec. 453A.1)

Tobacco Products means the following: cigars; little cigars; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine-cut and other chewing tobaccos; shorts or refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco prepared in such manner as to be suitable for chewing or smoking in a pipe or otherwise, or for both chewing and smoking, but does not mean cigarettes.

5-2-2 Permit Required:

It is unlawful for any person, other than a holder of a retail permit, to sell cigarettes at retail and no holder shall distribute, sell or solicit the sale of any cigarettes within the City without a valid permit for each place of business. The permit shall be displayed publicly in the place of business so that it can be seen easily by the public. No permit shall be issued to a minor.

5-2-3 Application:

A completed application on forms provided by the State Department of Revenue and Finance and accompanied by the required fee shall be filed at least five (5) days prior to the last regular meeting of the Council in June. If a renewal application is not timely filed, and a special Council meeting is called to act on the application, the costs of such special meeting shall be paid by the applicant.

(Code of Iowa, Sec. 453A.13)

5-2-4 Fees:

The fee for a retail cigarette permit shall be provided based on the fees established within Sec. 453A.13 of the Code of Iowa.

5-2-5 Issuance and Expiration:

Upon proper application and payment of the required fee, a permit shall be issued. Each permit issued shall describe clearly the place of business for which it is issued and shall be non-assignable. All permits expire on June 30 of each year.

5-2-6 Refunds:

A retailer may surrender an unrevoked permit and receive a refund from the City, except during April, May or June, in accordance with the schedule of refunds as provided in Section 453A.13 of the Code of Iowa.

(Code of Iowa, Sec. 453A.13)

5-2-7 Persons Under Legal Age:

No person shall sell, give or otherwise supply any tobacco, tobacco products or cigarettes to any person under eighteen (18) years of age. The provision of this section includes prohibiting a minor from purchasing cigarettes or tobacco products from a vending machine.

(Code of Iowa, Sec. 453A.2 and 453A.36[6])

5-2-8 Permit Suspension and Revocation:

If a retailer or employee of a retailer violates the provisions of Section 5-2, the Council shall, after written notice and hearing, and in addition to the standard penalty, assess the following:

1. For a first violation, the violator shall be assessed a civil penalty in the amount of three hundred dollars (\$300.00). Failure to pay the civil penalty as ordered under this subsection shall result in automatic suspension of the permit for a period of fourteen (14) days.
2. For a second violation within a period of two (2) years, the violator's permit shall be suspended for a period of thirty (30) days.
3. For a third violation within a period of five (5) years, the violator's permit shall be suspended for a period of sixty (60) days.
4. For a fourth violation within a period of five (5) years, the violator's permit shall be revoked.

The Clerk shall give ten (10) days' written notice to the retailer by mailing a copy of the notice to the place of business as it appears on the application for a permit. The notice shall state the reason for the contemplated action and the time and place at which the retailer may appear and be heard.

(Code of Iowa, Sec. 453A.22)

5-2-9 Effect of Revocation:

If a permit is revoked, no new permit shall be issued to the retailer for the place of business for one (1) year after the date of revocation unless good cause to the contrary is shown to the Council.

(Code of Iowa, Sec. 453A.22[3])

5-2-10 Retailers Selling Through Self Service Displays:

No retailer shall sell cigarettes or tobacco products in a quantity less than a carton, through the use of self-service displays.

5-3 Peddler, Solicitors, and Transient Merchants

5-3-1 In General

1. Limitations on Retail Premises. No person shall engage in the business of displaying for sale, or selling, food, beverages or merchandise within the city from any vehicle, trailer, tent, or temporary structure or from any temporary location or place, except:
 - A. Permitted Premises. Activities conducted in compliance with a certificate of occupancy issued or entirely within a building in compliance with Title 11 and 12 of this Code of Ordinances.
 - B. Yard Sales. The casual and occasional sales of used household goods by the owner thereof to the public, on a non-receiving basis, if the seller, at the time of the sale, is not engaged for profit in the business of selling goods of that or a similar nature, so long as such sales are not conducted in excess of four consecutive days and no more than two times annually.
 - C. Street Use Permit. Sales activities conducted in compliance with a street use permit issued by Grimes City Council.
 - D. Peddlers. Sales activities conducted in compliance with a peddler's license issued pursuant to Section 5-3-2 of this chapter.
 - E. Transient Merchants. Sales activities by a transient merchant which are conducted in compliance with a transient merchant license issued pursuant to Section 5-3-4 of this chapter, or which are exempt from the requirement to obtain a transient merchant license under section 5-3-4.
 - F. Parks. The sale of food and beverages in public parks with permission of the Grimes City Council.
 - G. Emergency response sites. Sales of food and beverages at the site of an emergency or disaster with the permission of the Police Chief, Fire Chief or Grimes City Administrator.
2. Civil Violations and Penalties.
 - A. No person shall engage in or cause any activity to be done in violation of any provision of this chapter.
 - B. Persons who fail to perform an act required by the provisions of this chapter or who commit an act prohibited by the provisions of this chapter shall be guilty of a municipal infraction punishable by a civil penalty as provided by Chapter 1-3 of the City Code.
 - C. The City may obtain injunctive relief to enforce the provisions of this chapter.

5-3-2 Peddlers

1. Purpose. The purpose of this section is to protect residents of the city against fraud, and to ensure the safety of the residents by protecting them from intrusion into the privacy of their homes by licensing and regulating peddlers.
2. Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Peddler” means any person carrying goods, merchandise or offering services who sells or offers for sale such goods, merchandise, or services from house to house or upon the public streets including any person who takes orders house to house for goods, merchandise or services for later delivery.

“Peddling” means the selling or offering for sale services, goods or merchandise which are carried by a person from house to house or upon the public streets including the taking of orders house to house for goods, merchandise, or services for later delivery.

3. License and Bond Required.

- A. Any person engaging in peddling in this city without first obtaining a license as provided in this section shall be in violation of this article.

- B. No peddler’s license shall be issued until the applicant has delivered to the City Clerk a cash bond for no less than \$200.00 per license or \$1,000.00 for an employer employing a group of five or more license applicants.

1. The bond shall be held to indemnify and pay the city any penalties or costs incurred in the enforcement of any of the sections of this section and indemnify or reimburse any purchaser of services, goods, wares, merchandise or stock for any judgment which may be obtained by a purchaser for damages in any action commenced within three months from the date of purchase, due to misrepresentations as to the kind, quality or value of such services, goods, wares, merchandise or stock, whether the misrepresentations were made by the owner or by his or her servants, agents or employees, either at the time of making the sale or through any advertisement of any character, printed or circulated, with reference to such stock of goods, wares, merchandise, services or any part thereof.

2. The balance of the bond shall be released by the City Clerk and returned to the applicant or employer upon request by the applicant or employer at any time more than four months after expiration of the peddlers license(s) for which the cash bond was provided, unless the City Clerk has received notice of a pending action in the State or Federal courts seeking a judgment upon a claim eligible for payment from the bond. Except as otherwise provided by court order, the City Clerk shall not release any bond during the pendency of any such action.

4. Exemptions. This section shall not apply to the following:

- A. Persons making door-to-door sales for the purpose of a community improvement or benefit approved by the City Council on behalf of nonprofit, tax-exempt corporations; or
- B. Persons licensed as a solicitor under Section 5-3-3 of this chapter; or
- C. Persons delivering and selling goods or merchandise to established customers; or
- D. Persons having written permission from a street use permit holder to make sales within the street area closed for an event.
- E. Students. Students representing any school in Grimes as well as any student representing any school district that lives within the City of Grimes conducting projects sponsored by organizations recognized by the school.
- F. Club Members. All clubs affiliated with the City of Grimes.
- G. Local Residents and Farmers. Local residents and farmers who offer for sale their own products.
- 5. Application for License. An application in writing shall be filed in person with the City Clerk for a license required under this article. The applicant shall provide the following information:
 - A. Applicant's name, e-mail address, if any, and local phone number or cell phone number.
 - B. Permanent and local address, business address, business e-mail address, and phone number, if any.
 - C. Physical description and a government-issued photo I.D.
 - D. Applicant's employer, if any, and the employer's address, e-mail address, and phone number, if any.
 - E. The nature of the applicant's business.
 - F. The last three places of such business.
 - G. The length of time sought to be covered by the license.
 - H. Applicant's Federal identification number and the Federal identification number for any business applicant is peddling under as an agent, employee or otherwise.
 - I. An Iowa sales tax permit number or a letter from the Iowa Department of Revenue confirming a sales tax permit is not required.
 - J. A Department of Criminal Investigation criminal history report/record for applicant from the state of applicant's residence for the previous five years to include pending charges, such

report or record must be dated no more than 30 days prior to the application.

- K. Whether applicant has been listed on any sex offender registry within the last five years.
- L. Whether applicant has had a peddlers license suspended, revoked, or denied by this or any other city in the last five years and the reasons therefore.
- M. The dates of any previous peddler's licenses issued by the City Clerk.

6. Issuance of License, Fees, Appeals.

- A. The City Clerk, upon review of the license application with local law enforcement and any other appropriate department or agency, shall determine whether a license will be issued to the applicant. A waiting period of not less than three business days from the date of the application shall be in effect to provide sufficient time for the City Clerk's fact gathering process to be completed in a reasonable period. In making his/her decision, the clerk shall consider the following factors:
 - 1. The information in the application is found to be correct.
 - 2. All information required has been provided and the application is complete.
 - 3. The required bond is paid.
 - 4. Applicant does not have a peddler's license under suspension or revocation under this article.
- B. Upon the City Clerk deciding the factors have been satisfied by the applicant a license shall issue upon payment of the bond and the nonrefundable fee in advance as set in the schedule of fees adopted by the City Council.
- C. A denial of a license may be appealed in the same manner and under the same procedures stated at section 5-3-2.

- 7. Display of License. Each peddler shall at all times while doing business in this city keep in his or her possession the license provided for in section 5-3-2 and shall leave a copy of the license with each prospective customer while peddling as evidence that he or she has complied with all requirements of this article.
- 8. Transferability of License. No peddler's license shall be sold or transferred. The license must be issued in the name of the person actually peddling.
- 9. Licenses for Short Period. Licenses may be issued to peddlers for periods of one week for each week for which such license is granted, one month for each month for which such license is granted, or for a period of three months for a fee for each respective time period in the amount set in the schedule of fees adopted by the city council.

10. Suspension, Revocation, or Denial of License and Appeal.

- A. Suspension, revocation or denial. Any license issued pursuant to this section shall be either summarily suspended or revoked by the City Clerk for violation of this section or for misrepresentation of facts in the application. A license may be denied for failure to meet the factors stated in section 5-3-2.
- B. Notice and appeal process. A summary suspension, revocation or denial, shall be promptly communicated to the applicant or the applicant's representative by phone at the phone number provided in the application. Written notice shall also be mailed by U.S. mail to the applicant at the business address identified in the application informing the applicant of the suspension, revocation or denial, the reasons therefore, and the applicant's right to appeal to the Grimes City Council. The only issue on appeal shall be whether the suspension, revocation or denial is supported by a preponderance of the evidence.
- C. Effect of suspension or revocation. A suspension shall be for the amount of time stated in the suspension which may be for up to one year. A licensee whose license has been revoked shall not be eligible for another such license for two years after such revocation.

11. Prohibited Acts.

- A. No peddler shall conduct peddling with any person situated in a motor vehicle upon any public street, alley, driveway access, or public way.
- B. No peddler shall conduct peddling upon any part of the public right of way along a parade route on the day of any permitted parade.
- C. No peddler shall conduct peddling within 1,000 feet of the perimeter of a street closure, or inside such perimeter, for an event where a street use permit has been issued unless written permission from the street use permit holder has been obtained.
- D. No peddler shall conduct peddling between the hours of 8:00 p.m. and 9:00 a.m.
- E. No peddler shall do business or attempt to do business upon any property on which has a posted notice prohibiting peddling or soliciting.
- F. No peddler shall harass, intimidate, coerce or threaten any individual to induce a sale.
- G. No peddler shall falsely or fraudulently misrepresent the quality, character or quantity of any article, item or commodity offered for sale or sell any unwholesome or tainted food or foodstuffs.
- H. No peddler shall conduct business in such a manner as to endanger the public health, welfare, or safety of the public.

12. Fee Schedule. Fees shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by City Council.

5-3-3 Solicitation of Funds

1. Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Person," when used in reference to solicitation, shall be synonymous with the term "organization," except where the context clearly indicates a different intention.

"Solicitation of funds" means any person or organization, excepting those listed in this definition, who shall solicit contributions of funds personally or through an authorized employee, agent, or representative by the direct solicitation of money or by the sale of tags, buttons, tokens or other items of nominal value, intending that all or a substantial portion of such funds be used for the procurement of necessities for one or more individuals or for medical, educational, religious or other purposes toward the benefit of the community or a needful segment thereof.

1. Soliciting Persons in Vehicles or from Booths.

- A. No person shall solicit funds from a person situated in a motor vehicle, whether on public or private property.
- B. The erection, maintenance and use of any stand, booth or similar structure in connection with any solicitation in a public street, alley, or other public property is prohibited. No table or freestanding sign may be erected on any public property.

3. Soliciting in Streets. No person shall stand, sit, or otherwise be present in or on a street, highway, alley, or traffic median or island located within a street or highway, in order to solicit or attempt to solicit employment, business or contributions from the occupants of any vehicle.

4. Soliciting on Private Property. No person shall solicit funds on private property where the owner or person in possession has posted a sign which prohibits solicitation of funds.

5. Public Property.

- A. No person shall solicit funds in any public library.
- B. No person shall solicit funds in City Hall, or any other City office building, except in employee lounges or break areas or in accordance with work rules adopted by the City Administrator.

5-3-4 Transient Merchants

1. Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Food service establishment" shall have that meaning established by section 481-30.2 of the Iowa Administrative Code (2018).

"Licensed premises" means an area approved for the operation of a transient merchant business under authority of a transient merchant license issued pursuant to this article.

"Pushcart" means a non-motorized cart which is self-propelled by the operator.

"Mobile Food Vehicle" means any motorized truck, van, or modified bus licensed by the State of Iowa to operate on the public roads and utilized by a licensed Mobile Food Vendor to conduct its business operations pursuant to this chapter.

"Mobile Food Vendors" are defined utilizing the following definition:

STATE LICENSING LEVEL CLASSIFICATION: The Iowa Department of Inspections and Appeals has established four classification levels for mobile food vendors that will be referenced as a part of this chapter. There are more requirements for each of the levels but in general the levels are as follows:

Class I – Non-refrigerated vending units that serve only intact, non-potentially hazardous commercially prepackaged food and beverages. Examples include chips, crackers, cookies, soda, and sweets in manufacturer's packaging.

Class II – Refrigerated or hot vending units that serve potentially and non-potentially hazardous commercially prepackaged foods from an approved source. Examples include packaged sandwiches, ice cream bars, individually wrapped and cooked hot dogs. No cooking is allowed as part of a Class II unit.

Class III – Units that serve potentially and non-potentially hazardous packaged food and unpackaged foods with limited assembly. These units are limited to pre-cooked foods from an approved source that may be reheated on the unit. Examples include pushcart operations, packaged salads, hot dogs, shaved ice.

Class IV – Units that serve potentially and non-potentially hazardous foods that are prepared, cooked, cooled or reheated and assembled on the unit. Examples include self-contained mobile food units, food trucks and any units that are capable of preparing and producing food items from pre-cooked and / or raw products (meat, fish, poultry, plant foods and dairy products) to finished product for consumption.

"Transient merchant" means a person, principal or agent who engages in a merchandising business from a temporary location or structure in the city, and who, for the purpose of carrying on such business, hires, leases or occupies any land, structure, trailer or truck for the exhibition and sale of such goods, wares or merchandise and including the sale of any article, food, beverage, fruit, vegetable or farm product; provided however that the following types of sales activities shall not constitute sales by a transient merchant:

- A. Yard Sales. The casual and occasional sales of used household goods by the owner thereof to the public, on a non-receiving basis, if the seller, at the time of the sale, is not engaged

for profit in the business of selling goods of that or a similar nature, so long as such sales are not conducted in excess of four consecutive days and no more than two times annually.

- B. Peddlers. Sales activities conducted in compliance with a peddler's license issued pursuant to Section 5-3-2 of this chapter.
 - C. Parks. The sale of food and beverages in public parks and rivers with permission of the Grimes City Council
 - D. Emergency Response Sites. Sales of food and beverages at the site of an emergency or disaster with the permission of the Police Chief, Fire Chief or Grimes City Administrator.
2. Exceptions. The following sales by transient merchants do not require a license under this article; however, section 5-3-4 shall apply to the conduct of all sales by transient merchants:
- A. The sale of raw fruits and/or vegetables.
 - B. The sale of natural Christmas trees during the months of November and December.
 - C. Sales activities by a charitable, educational or religious organization which is exempt from taxation under section 501(c)(3) of the United States Internal Revenue Code when the proceeds thereof shall be applied to the payment of the expenses thereof and to the charitable or religious object for which the charitable or religious society exists, provided that such sales are not conducted by such organization in excess of three consecutive days in any 7-day period at the same location.
 - D. Sales activities conducted on property zoned for retail sales use and owned by a non-profit corporation where such sales activities are sponsored by the non-profit corporation and are limited to the weekends in the months of June through August.
3. License Required.
- A. Except for those exempt activities identified in section 5-3-4, every transient merchant shall, before offering for sale any goods, wares or merchandise in the City, obtain a license for their sale from the City Clerk as provided in this article.
 - B. A seven-day transient merchant license shall permit the operation of the licensed business at the licensed premises during seven consecutive days. A ninety-day transient merchant license shall permit the operation of the licensed business at the licensed premises during ninety consecutive days. An annual transient merchant license shall permit the operation of the licensed business at the licensed premises during one calendar year.
4. Application for License. Every transient merchant shall apply to the City Clerk for a transient merchant license at least three business days prior to use by providing the following information upon a form to be provided by the City Clerk:
- A. The full name, age, permanent address and phone number of the applicant.

- B. A description of the merchandise to be sold.
- C. The business name and address.
- D. The starting date and duration of the proposed sale, and the specific hours, not less than six consecutive hours in every 24-hour period, when the site will be vacated as required by section 5-3-4 . The hours of operation must also comply with the requirements of section 5-3-4, if applicable.
- E. The address of the private property where the sale will be held, and the name and address of the property owner or person in control of that property.
- F. A written statement from the property owner or person in control of the property listed in subsection (5) of this section that the applicant is authorized to use the property for a sale on the proposed dates.
- G. The period of time the applicant has been engaged in the same or similar business, and the jurisdictions in which the applicant has previously conducted business in the last year.
- H. A description of the structure, vehicle, tent, trailer or other configuration from which the sale will be conducted.
- I. A site sketch which identifies the location of the licensed premises, the placement of any equipment and facilities used in the operation of the business, and the three off-street parking spaces if required by section 5-3-4, in relationship to the adjoining streets, public sidewalks, and property lines.
- J. The application must be accompanied by a copy of all required permits and licenses, including but not limited to, a retail sales tax permit issued by the Iowa Department of Revenue and the appropriate food establishment license issued by the Iowa Department of Inspections and Appeals.
- K. Written permission from a street use permit applicant if the proposed location for sales is within one thousand (1,000) feet of the perimeter of a street use closure for an event when an application is on file with the City Clerk for a street use permit or when the street use permit has been issued.
- L. A description of how bathroom facilities will be provided to satisfy the requirements of section 5-3-4.
- M. Subsections 5,6,8,9, and 12 of the below "Site Requirements" do not apply to mobile food vendor vehicles.

5. Site Requirements. A transient merchant license shall not be issued unless the premise upon which the transient merchant operates satisfies the following requirements. A transient merchant shall

maintain the premises in a condition that satisfies the following requirements for the duration of the license.

A. All Premises. The premises for all transient merchants shall conform to the following requirements:

1. All applicable requirements of this article, the City Code, the Iowa Code and the Iowa Administrative Code.
2. The premises must be within a commercial or industrial zoning district.
3. The premises cannot be upon a parcel having a residential use as its principal use.
4. All trailers, vehicles, tents, equipment, and areas used for the storage, display or sale of food or merchandise must be located on a paved surface, setback at least 10 (ten) feet behind the property line, and outside any required fire lanes and drive approaches. Due to extenuating circumstances, location and/or additional setback may be required.
 - a. Existing gravel parking lots may be considered; however, dust control measures will need to be provided.
5. The licensed premises must provide at least three paved off-street parking spaces served by a paved driveway from the public right-of-way. The transient merchant may share parking required for use by an existing business on the site, if the available parking is sufficient to serve the normal operations of both. The available parking shall be presumed to be insufficient to serve the normal operations of both businesses if within the past year the operation of a transient merchant at the site has caused an overflow of customer or employee parking into the street or other private parking lots in the vicinity.
6. Bathroom facilities must be provided for the business workers on the licensed premises or by agreement for the use of bathroom facilities located within 500 feet of the licensed facilities. However, this requirement shall not apply to a pushcart.
7. Only one transient merchant at a time may operate upon a parcel. A transient merchant license shall not be issued for the operation of more than one transient merchant on a parcel on the same day. However, any number of pushcarts may operate on a single parcel, provided the only form of transient merchants on the parcel is pushcarts.

B. Licensed Premises for Seven Day Licenses. The licensed premises for all transient merchants holding a seven day transient merchant license shall conform with the following additional requirements:

1. No seven day license shall be issued for the operation of a transient merchant at a site within 10 days before or 10 days after the term of any transient merchant license previously applied for and not denied for the same site.

C. Licensed Premises for Ninety Day and Annual Licenses. The licensed premises for all transient merchants holding a ninety day or annual transient merchant license shall conform with the following additional requirements:

1. Any seating area provided for customer use must be located on a paved surface.

D. Additional Requirements for a Food Service Establishment. The licensed premises for any transient merchant which operates as a food service establishment shall conform to the following additional requirements.

1. The business shall comply with the requirements established by Iowa Administrative Code §481-31.7 for a mobile food unit/pushcarts.
2. Bathroom facilities must be provided for the business workers and customers on the licensed premises or by agreement for the use of bathroom facilities located within 500 feet of the licensed facilities. However, this requirement shall not apply to a pushcart.
3. All mobile food vendor units that have cooking facilities or use products with grease laden vapors (units with Class III and Class IV state licenses) shall be inspected annually by the Fire Department prior to initiation of business operations within the city.

6. Mobile Food Vendor Vehicles

- A. Class I, II, III and IV are allowed on private property with a transient merchant permit.
- B. Class I or Class II Mobile Food Vendor Vehicles engaging in intermittent sales in the public right-of-way shall also be subject to the following:
 2. The mobile food vending unit shall not exceed five (5) miles per hour while playing music.
 3. Sales are restricted to pedestrians and only at such a time when the food vehicle has come to a complete stop and is legally parked. All sales must occur with the customer located on the curb side of the Mobile Food Vendor Vehicle and off the paved road surface.
 4. Hours of operation shall be no earlier than 10:00 AM and no later than 8:00 PM or sunset, whichever occurs first.
 5. No loudspeaker or other sound system which may disturb the peace in the area is permitted. Music from the food vehicle is permitted to draw attention to the sales operation, but shall not be of a magnitude to create a disturbance in the surrounding area.
 6. A sign displaying the name of the company and telephone number shall be affixed to the vehicle and be no smaller than one (1) square foot.
The following roads shall not be stopped on or sales conducted: SE 37th Street N./S. James Street, Highway 44 (E./W. 1st Street), NW/NE Little Beaver Drive, NE/NW Beaverbrooke Boulevard, SE 11th Street, SE 19th Street, SE 28th Street, and any other street with a speed limit of over 25 mph.

- C. Exemption: If utilizing a Mobile Food Vehicle or push cart as part of a City sponsored project or event, a transient merchant permit is not required, a Fire Department Inspection of the Mobile Food Vehicle or vending area will be required.

7. Cash Bond.

- A. Except as provided in paragraph (3) below, no transient merchant license shall be issued until the applicant has delivered to the City Clerk a cash bond. The cash bond shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by Council. The bond shall be held to indemnify and pay the city any penalties or costs incurred in the enforcement of any portion of this section and indemnify or reimburse any purchaser of goods, wares, merchandise or stock for any judgment which may be obtained by a purchaser for damages in any action commenced within three months from the date of purchase, due to misrepresentations as to the kind, quality or value of such goods, wares, merchandise or stock, whether the misrepresentations were made by the owner or by his or her servants, agents or employees, either at the time of making the sale or through any advertisement of any character, printed or circulated, with reference to such stock of goods, wares or merchandise or any part thereof.
- B. A single bond may be used for all licenses obtained by the same transient merchant.
- C. The balance of the bond shall be released by the City Clerk and returned to the applicant upon request by the applicant at any time more than four months after expiration of all transient merchant licenses for which the cash bond was provided, unless the City Clerk has received notice of a pending action in the State or Federal courts seeking a judgment upon a claim eligible for payment from the bond. Except as otherwise provided by court order, the City Clerk shall not release any bond during the pendency of any such action.

8. License Fee.

- A. The applicant for a transient merchant license shall pay a fee at the time of filing the application in accordance to the City fee schedule as adopted by resolution from time to time by City Council.
- B. In the event the application for a transient merchant license is denied or withdrawn by the applicant, either all or a portion of the license fee in an amount set in the Schedule of Fees adopted by the City Council shall be retained by the City to defray the administrative costs incurred.

9. Priority of Street Use Events, Refund of License Fee.

- A. Subject to paragraph (4), no transient merchant license shall be issued for sales on a parcel on the same day as, and within one thousand (1,000) feet of the perimeter of a street closure made under authority of an approved street use permit, unless written permission from the applicant for the street use permit for operation of the transient merchant has been filed with the City Clerk.
- B. Subject to paragraph (4), upon issuance of a street use permit the City Clerk shall immediately give notice to any applicants then seeking a transient merchant license for sales on the same

day as the street use event at a location within one thousand (1,000) feet of the perimeter of such street closure, informing the transient merchant that their application will not be granted for each day of the street closure, unless written permission from the applicant for the street use permit for operation of the transient merchant is filed with the City Clerk.

- C. The application for a transient merchant license shall contain a notice stating substantially as follows:
"Transient merchant licenses will not be issued for sales on the same day as, and at a location within one thousand (1,000) feet of the perimeter of a street closure made under authority of a previously issued street use permit, unless written permission from the applicant for the street use permit for operation of the transient merchant has been filed with the City Clerk prior to issuance of the transient merchant license. This limitation shall not apply to street use permits issued for events that occur more than four (4) times per calendar year."
- D. The priority given to an event for which a street use permit is issued, and the denial of a transient merchant license for sales within one-thousand feet of the perimeter of the street closure, shall not apply to those street use events which occur more than four (4) times per calendar year.
- E. The issuance of a street use permit shall not affect any previously issued transient merchant license.

10. License Issuance.

- A. A transient merchant license shall not be issued more than fifteen days in advance of the commencement of the term of the license. Prior to issuance of seven-day or ninety-day transient merchant license the City Clerk shall confirm that no street use permit has been issued for an event that limits operation of the transient merchant pursuant to section 5-4-3.
- B. A transient merchant license shall be denied to any applicant who has operated a transient merchant business in material violation of any of the requirements of this section or any other chapter of this Code within the prior 180 days.
- C. The City Clerk or the City Clerk's designee shall, upon satisfaction that the information provided in an application for a transient merchant license is true and correct, and that the requirements of this section for issuance of the license have been satisfied, and upon payment of the license fee and posting of the cash bond required by this article, issue the license.
- D. The City Clerk shall deny any application for the operation of a transient merchant business that does not conform with all applicable requirements of this article, the City Code, the Iowa Code and the Iowa Administrative Code.

11. Appeal of Denial.

- A. In the event an application for a transient merchant license is denied, the City Clerk or the City Clerk's designee shall cause notice of such denial to be promptly communicated to the applicant or the applicant's representative by phone at the phone number provided in the application. Written notice shall also be sent to the applicant at the business address identified in the

application informing the applicant of the denial, the reasons therefore, and the applicant's right to appeal the denial to a hearing officer by giving written notice of appeal to the City Clerk within 10 days after the written notice is mailed.

- B. In the event the denial of an application is timely appealed, the City Clerk or the City Clerk's designee shall cause notice of the hearing to be served upon the licensee by personal service at least three business days prior to the date set for the hearing, or by regular mail addressed to the licensee at the licensee's business address as shown on the application a minimum of five days prior to the date set for the hearing. Such notice shall inform the licensee of the time, date and place of hearing. The time within which to file the appeal may be extended by the City Clerk or the City Clerk's designee for good cause shown.
- C. If, after such hearing, the hearing officer makes a finding based on substantial evidence that the application and the proposed location and manner of operation of the business conforms to the requirements of this section and to all other applicable requirements of this Code, the hearing officer shall order the issuance of the license. Otherwise, the license shall be denied. The hearing officer may continue the hearing for good cause shown.
- D. The applicant may appeal the decision of the hearing officer to the City Council by filing a written notice of appeal with the City Clerk within 10 days after the decision is entered of record. Failure to timely file such written notice of appeal shall constitute a waiver of the right to appeal the decision of the hearing officer. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the City Clerk.
- E. The hearing on an appeal to the City Council shall be scheduled within 20 days of the receipt of notice of appeal. The hearing may be continued for good cause. After such hearing the City Council may affirm or reverse the decision of the hearing officer. Such determination shall be contained in a written decision and shall be filed with the City Clerk within three days after the hearing or any continued session thereof. The hearing shall be confined to the record made before the hearing officer, the arguments of the parties or their representatives, any additional evidence which was not available at the time of the hearing before the hearing officer, and any other information the City Council deems necessary.

12. Transferability of License. Transient merchant licenses issued under this section shall not be transferable.

13. Renewal of License. Annual and ninety-day transient merchant licenses may be renewed for the same period so long as there have been no violations of this article, upon payment of the fee required by section 5-3-4 of this Section and upon posting of the cash bond required by section 5-3-4 of this Section. Seven-day transient merchant licenses are not subject to renewal.

14. Suspension or Revocation of License.

- A. Whenever the City Clerk or the City Clerk's designee finds that the licensee or the licensee's employees or agents has furnished any false information required under this section or has violated or failed to comply with any of the requirements of this section or any other chapter of this Code, the City Clerk or the City Clerk's designee may give notice to the licensee of the City's intent to suspend or revoke the license.

- B. Notice of the City's intent to suspend or revoke a license shall be served upon the licensee by personal service or by service upon a cashier for the business at a licensed premises, or by regular mail addressed to the licensee at the licensee's business address as shown on the application a minimum of five days prior to the date set for the hearing. Such notice shall inform the licensee of the time, date and place of a hearing before a hearing officer where the suspension or revocation shall be considered and shall set out briefly the reasons therefore.
- C. If, after such hearing, the hearing officer makes a finding based on substantial evidence that a violation of this section or another chapter of this Code did in fact take place as alleged, the hearing officer may suspend or revoke the license or deny its renewal; the determination of whether to so suspend, revoke or deny such license shall be in the discretion of the hearing officer and shall be dependent upon the circumstances surrounding the violation and its severity. The hearing officer may continue the hearing for good cause shown.
- D. The applicant may appeal the decision of the hearing officer to the City Council by filing a written notice of appeal with the City Clerk within 10 days after the decision is entered of record. Failure to timely file such written notice of appeal shall constitute a waiver of the right to appeal the decision of the hearing officer. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the City Clerk.
- E. The hearing on an appeal to the City Council shall be scheduled within 20 days of the receipt of notice of appeal. The hearing may be continued for good cause. After such hearing the City Council may affirm or reverse the decision of the hearing officer. Such determination shall be contained in a written decision and shall be filed with the City Clerk within three days after the hearing or any continued session thereof. The hearing shall be confined to the record made before the hearing officer, the arguments of the parties or their representatives, any additional evidence which was not available at the time of the hearing before the hearing officer, and any other information the City Council deems necessary.
- F. A licensee whose license has been revoked shall not be eligible for another such license for a period of 180 days after such revocation.

15. Prohibited Acts.

- A. No transient merchant shall sell to any person situated in a motor vehicle upon any public street, alley, driveway access, or public way.
- B. No transient merchant shall have more than two banner signs. Such signs shall be located within the licensed area. Such banner signs shall have a single face or two parallel faces, with each face not to exceed 24 square feet in area. Such sign shall be securely anchored so as to prevent its displacement by weather. Vehicle signs painted or attached directly to the body of the vehicle shall not be subject to this limitation.
- C. No transient merchant shall conduct a transient sale with a display height in excess of 15 feet.
- D. No transient merchant shall display wares or products without anchoring or affixing such wares or products in such a manner so as to prevent their displacement by weather conditions.

- E. No transient merchant shall conduct a transient sale within the setback area designated by chapter 5-4-3. No transient merchant shall sell, display or store merchandise or equipment outside the boundaries of the area designated for the operation of such business in a license issued pursuant to this article.
- F. No transient merchant shall conduct a transient sale without displaying the license required by this section and a valid sales tax permit for such business within the place of sale in a manner such that it is readily visible to all persons attending the sale.
- G. No transient merchant shall operate the business in a manner that violates any applicable food and sanitation laws.
- H. A transient merchant shall remove all equipment, temporary structures, temporary toilet facilities, garbage (unless approved otherwise), and any vehicle or trailer used in the operation of the business from the licensed premises and the underlying parcel at least six hours out of every 24-hour period. No transient merchant shall permit any equipment, temporary structures, temporary toilet facilities, garbage, vehicle or trailer used in the operation of the business to remain on the licensed premises or the underlying parcel during the hours identified for the site to be vacant in a license issued pursuant to this article. However, the requirements of this subsection (10) to evacuate the site shall not apply to the sale of raw fruits and vegetables, natural Christmas trees, live plants and nursery stock.
- I. No private property owner shall allow, permit or authorize any person to conduct a transient sale without the license required by this article.
- J. No private property owner or lessee shall allow, permit, or authorize the use of any property within the control of the private property owner or lessee in violation of any of the sections of this article.
- K. No transient merchant shall operate the business in a manner that creates excessive noise.
- L. No transient merchant shall sell food or beverages between 1:30am and 5:30am.

16. Fee Schedule. License fees shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by City Council.

5-4 House Movers

5-4-1 House Mover Defined:

A "house mover" means any person who undertakes to move a building or similar structure upon, over or across public streets or property when the building or structure is of such size that it requires the use of skids, jacks, dollies or any other specialized moving equipment.

5-4-2 Permit Required:

It is unlawful for any person to engage in the activity of house mover as herein defined without a valid permit from the City for each house, building or similar structure to be moved. Buildings of less than one hundred (100) square feet are exempt from the provisions of this chapter.

5-4-3 Application:

Application for a house mover's permit shall be made in writing to the Building Inspector. The application shall include:

1. Name and Address. The applicant's full name and address and if a corporation the names and addresses of its principal officers.
2. Building Location. An accurate description of the present location and future site of the building or similar structure to be moved.
3. Routing Plan. A routing plan approved by the Building Inspector, street superintendent, and public utility officials. The route approved shall be the shortest route compatible with the greatest public convenience and safety.

5-4-4 Bond Required:

The applicant shall post with the Clerk a penal bond in the minimum sum of five thousand dollars (\$5,000.00) issued by a surety company authorized to issue such bonds in the State. The bond shall guarantee the permittee's payment for any damage done to the City or to public property, and payment of all costs incurred by the City in the course of moving the building or structure.

5-4-5 Insurance Required:

Each applicant shall also file a certificate of insurance indicating that the applicant is carrying public liability insurance in effect for the duration of the permit covering the applicant and all agents and employees for the following minimum amounts:

1. Bodily Injury - \$1,000,000 per person; \$1,000,000 per accident.
2. Property Damage - \$250,000 per accident.

5-4-6 Permit Fee:

A permit fee shall be provided in accordance to City fee schedule as adopted by resolution from time to time by City Council and shall be payable at the time of filing the application with the Clerk. A separate permit shall be required for each house, building or similar structure to be moved.

5-4-7 Permit Issued:

Upon approval of the application, filing of bond and insurance certificate, and payment of the required fee, the Clerk shall issue a permit.

5-4-8 Public Safety:

At all times when a building or similar structure is in motion upon any street, alley, sidewalk or public property, the permittee shall maintain flagmen at the closest intersections or other possible channels of traffic to the sides, behind and ahead of the building or structure. At all times when the building or structure is at rest upon any street, alley, sidewalk or public property the permittee shall maintain adequate warning signs or lights at the intersections or channels of traffic to the sides, behind and ahead of the building or structure.

5-4-9 Time Limit:

No house mover shall permit or allow a building or similar structure to remain upon any street or other public way for a period of more than twelve (12) hours without having first secured the written approval of the City.

5-4-10 Removal by City:

In the event any building or similar structure is found to be in violation of Section 5-4 the City is authorized to remove such building or structure and assess the costs thereof against the permit holder and the surety on the permit holder's bond.

5-4-11 Protect Roads:

It is unlawful to move any house or building of any kind over any road, unless the wheels or rollers upon which the house or building is moved are at least one (1) inch in width for each one thousand (1,000) pounds of weight of such building. If there is any question as to the weight of a house or building, the estimate of the City as to such weight shall be final.

5-4-12 Above Ground Wires:

The holder of any permit to move a building shall see that all telephone, cable television and electric wires and poles are removed when necessary and replaced in good order, and shall be liable for the costs of the same. The holder of the permit for moving a building shall give twenty-four (24) hours' notice to the owner of any telephone, cable television or electric wires to remove or direct the removal and replacing of such wires, and the holder of the permit shall pay the reasonable costs thereof.

5-5 Massage Establishments and Massage Technicians

5-5-1 Definitions:

For the purpose of this chapter the following words and phrases are defined:

Applicant means any person defined in Section 5-5-4 applying for a permit to operate or conduct a massage business and in addition thereto includes all partners in a partnership and all stockholders of a corporation where the controlling interest of the corporation is held by five (5) or less persons or legal entities.

Massage or massage service means any method of treating the external parts of the body, consisting of rubbing, stroking, kneading, tapping, or vibrating; such treatments being performed by the hand or any other body parts, or by any mechanical or electrical instrument.

Massage establishment means any place of business wherein any of the treatments, techniques, or methods of treatment referred to in subsection 2 of this section are administered, practiced, used, given or applied.

Massage patron means any person who receives, or pays to receive, a massage or massage services from a massage technician for value.

Massage technician means any person who engages in the business of performing massage services on or for other persons by use of any or all of the treatments, techniques or methods of treatment referred to in subsection 2 of this section.

Person of good moral character means any person who meets all of the following requirements:

- A. Previous Permit. Has not held a permit under this chapter which has been revoked during the year last preceding the date of application.
- B. Non-felon. Has not been convicted of a felony involving moral turpitude. However, if this conviction of a felony occurred more than five (5) years before the date of the application for a permit, and if rights of citizenship have been restored by the Governor, the Council may determine that the person is of good moral character notwithstanding the conviction.

5-5-2 Compliance Required:

No person shall operate, own, conduct, carry on or permit to be operated, owned, conducted or carried on any massage establishment of any type or kind including, but not limited to, massage parlor, massage service business or any massage business or service offered in conjunction with or as part of any health club, health spa, resort or health resort, gymnasium, athletic club, or other business, without compliance with the provisions of this chapter.

5-5-3 Exemptions:

The following persons and institutions are excluded from the operation of this chapter:

1. Persons Licensed. Persons licensed by the State of Iowa under the provisions of Chapters 148, 148A, 148B, 148C, 149, 150, 150A, 151, 152, 152B, 152C, 157 or 158 of the Code of Iowa, when performing massage therapy or massage services as a part of the profession or trade for which licensed.
2. Supervision. Persons performing massage therapy or massage services under the direct supervision of a person licensed as described in subsection 1 above.
3. Massage As Prescribed by a Physician. Persons performing massage therapy or massage services upon a person pursuant to the written instruction or order of a licensed physician.
4. Institutional Care. Nurses' aides, technicians, and attendants at any hospital or health care facility licensed pursuant to Chapter 135B, 135C or 145A of the Code of Iowa, in the course of their employment and under the supervision of the administrator thereof or of a person licensed as described in subsection 1 above.
5. An Athletic Coach or Trainer. An athletic coach or trainer in the course of employment as such coach or trainer as follows:
 - A. Educational Institutions. In any accredited public or private secondary school, junior college, college or university, or
 - B. Professional Athletic Teams. Employed by a professional or semi-professional athletic team or organization.

5-5-4 Permits for Massage Business:

The following provisions shall apply to permits for massage businesses:

1. Premises Standards. No person shall operate, own, conduct, carry on or permit to be owned, operated, conducted or carried on any massage business in the City unless the premises at which such business is located meet the minimum standards set forth in Section 5-5-9 of this chapter and unless a permit to operate a massage establishment is obtained from the City in compliance with the provisions of this chapter.
2. Application Procedures. Any person seeking a permit to operate a massage establishment shall make application to the City Clerk. The Clerk shall cause an investigation of such application to be made by the County Sheriff to determine if the applicant is of good moral character. The Clerk shall also

cause an investigation to be made by the Fire Department, Health Department and Building Department to determine that all requirements of this chapter have been satisfied and that the applicant has fully complied with all applicable ordinances and regulations relating to buildings, zoning, fire and health.

3. Application Contents. The application shall contain the following:

- A. Personal. The full name, address and social security number of the applicant.
- B. Business Information. The full name of the business and the address of the premises for which the application is being made.
- C. Criminal Record. The criminal record of the applicant, if any.
- D. Statement of Truth. A statement that the contents of the application are true.
- E. Age. Proof that applicant is an adult.
- F. Type of Business. The type of business entity such as sole proprietorship, partnership or corporation and, in the case of a corporation, the names and addresses of all officers and directors of the corporation.
- G. Background of Management. All information required herein of any applicant shall also be provided for every person who, directly or indirectly, has any right to participate in the management or control of the business to be conducted at the premises of the proposed massage establishment.
- H. Owner of Building. The name and address of the owner of the building where such massage business will be located.
- I. Copies of Lease or Rental Agreements. Certified copies of any lease or rental agreements governing the applicant's rights in said building.
- J. Signatures. The signature of the applicant or applicants or, if the application is in the name of a corporation, the signature of each officer of the corporation.

4. Issuance of Permit. The Building, Fire and Health Departments and the County Sheriff shall make written reports of their investigations and shall submit such reports to the Clerk within forty-five (45) days of the date of the application. The Clerk shall place the matter before the Council. If the Council finds that the applicant has fully complied with all requirements of this chapter and all applicable ordinances and codes regulating fire, buildings, health and zoning, and that the applicant is of good moral character, the Council shall authorize the issuance of a permit to conduct a massage business at the location designated in the application. Said permit shall expire one year from the date of issuance.

5. Separate Permit for Each Place of Business. Each massage business shall have a separate permit for each place of business, which shall be valid only for the business conducted at that location.

6. Permit to be Displayed. Each massage business shall display its permit conspicuously in the lobby or waiting room area where such permit may be readily observed by all persons entering such premises.

7. Sale or Transfer. No massage establishment permit issued under this chapter shall be sold or transferred. The purchasers of any massage business or of the majority of the stock of any corporation operating a massage business shall obtain a new permit before operating such business at the location for which the permit has been issued.

5-5-5 Suspension or Revocation of Permit:

The massage establishment permit of any such permittee may be suspended or revoked for violation of the provisions of this chapter, or for failure to comply with applicable fire regulations, building regulations, or health ordinances, or for permitting massage technicians, who are either employed by the permittee or who are allowed by the permittee to perform the services or work of a massage technician upon the premises of the permittee, to violate the provisions of this chapter. In the event that the Clerk is apprised of information indicating that grounds for suspension or revocation of a massage establishment permit exists, the Clerk shall cause an investigation of such grounds to be made by the appropriate City department or departments and shall advise the Council in writing of the results of the investigation. If the Council determines that the report reveals the probable existence of grounds for suspension or revocation, it shall direct written notice by ordinary mail to the permittee named on the application at the massage establishment address informing such person of its intention to hold a public hearing on the question of whether such permit should be suspended or revoked and the grounds therefor stating the date and time of said hearing. Upon said hearing, if the Council determines that such cause does exist, the Council may suspend the permit for up to one month, and thereupon such permittee shall cease massage business at that location or at any other location for the period of suspension. If the determination is the second such for that permittee, the Council may revoke the permit at that location, and no massage establishment permit shall be issued, nor shall such business be conducted at that location, for a period of one year, nor shall the permittee be permitted to conduct such business in the City for that period.

5-5-6 Massage Technician Permit:

The following provisions shall apply to obtaining a permit by and for a massage technician:

1. Permit Required. No person shall perform the services or work of a massage technician at a massage establishment without first securing a massage technician permit from the Clerk.
2. Application Procedures. Any person seeking a massage technician permit shall make application to the Clerk. The Clerk shall cause an investigation of such applicant by the County Sheriff to determine if such person is of good moral character.
3. Application Contents. The application shall contain the following information:
 - A. Personal. The full name, address, age and social security number of the applicant.
 - B. Record. The criminal record of the applicant, if any.
 - C. Age. Proof that the applicant is an adult.
 - D. Educational Background. A list of all training or degrees in massage that the applicant has received.
 - E. Statement of Truth. A statement that the contents of the application are true.
 - F. Physician's Statement. A certificate issued by a licensed physician stating that the applicant is free from communicable diseases and venereal disease such as Acquired Immune Deficiency Syndrome (AIDS), syphilis and gonorrhea, executed within one week preceding the date of the application.
4. Issuance of the Permit. The County Sheriff shall make a written report of its investigation to the Clerk within thirty (30) days of the date of the application. The Clerk may, upon presentation of the certificate described in subsection 3 above, issue a temporary massage technician permit to the applicant if the application is otherwise proper and pending receipt of the written Sheriff's report. If the Council finds that the applicant has fully complied with all requirements of this chapter and that the applicant is of good moral character, the Council shall authorize the issuance of a permanent

massage technician permit to the applicant. The permit shall expire one year from the date of issuance.

5. Permit to be Kept at Place of Employment. All massage technicians having permits issued pursuant to this chapter shall keep said permits at their place of employment as massage technicians.

5-5-7 Suspension or Revocation of Massage Technician Permits:

The following shall apply to the suspension or revocation of massage technician permits:

1. Grounds for Suspension. The massage technician permit of each massage technician may be suspended or revoked for any violation of this chapter, other City ordinance or any other code.
2. Suspension Procedures. The Clerk may, upon receipt of information alleging that grounds exist to suspend or revoke the massage technician permit of any permit holder under this chapter, report the circumstances to the Council, which shall in such case cause a notice to be sent by ordinary mail to the permittee which notice shall state that a suspension or revocation hearing has been set before the Council, the grounds for the proposed suspension or revocation, the date and time of the hearing and the place where the hearing will be conducted. Upon such hearing, if the Council shall determine that such grounds do exist, it may suspend or revoke the permit. In the event such permit is revoked, no massage technician permit shall be issued to that permittee for a period of one year.

5-5-8 Home Massage Treatments:

No massage technician shall administer any massage services at a location that does not conform to or comply with the standards set forth in Section 5-5-9 of this chapter, except that massages may be administered in the patron's home by any massage technician having a permit issued in accordance with this chapter, provided massages are prescribed in writing by a physician duly licensed to practice medicine in the State of Iowa, and such physician certified that the patron is unable for medical reasons to obtain such at a massage establishment.

5-5-9 Health Standards:

No massage establishment shall be established, maintained or operated in the City that does not conform to or comply with the following standards:

1. Lighting. Each room or enclosure where massage services are performed on patrons shall be provided with a minimum of four foot candles as measured four (4) feet above the floor.
2. Sterilizing Equipment. The premises shall have adequate equipment for disinfecting and sterilizing non-disposable instruments and materials used in administering massage services. Such materials and instruments shall be cleaned after each use.
3. Water. Hot and cold running water shall be provided at all times.
4. Storage. Closed cabinets shall be provided and used for the storage of all equipment, supplies and clean linens. All used disposable materials and soiled linens and towels shall be kept in covered containers or cabinets, which containers or cabinets shall be kept separate from clean storage cabinets.
5. Linen for Patrons. Clean linen and towels shall be provided for each massage patron. No common use of towels or linens shall be permitted.
6. Surfaces. All massage tables, bathtubs, shower stalls, sauna baths, steam or bath areas and all floors shall have surfaces which may be readily cleaned.

7. Storage of Preparations. Oils, creams, lotions or other preparations used in administering massages shall be kept in clean containers or cabinets.
8. Facilities Provided. Adequate bathing, dressing, locker and toilet facilities shall be provided for all patrons served at any given time. All patron lockers shall be lockable. In the event male and female patrons are to be served simultaneously, separate bathing, dressing, locker, toilet and massage room facilities shall be provided.
9. Building Condition and Cleanliness. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms and all other physical facilities shall be in good repair and maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor rooms, or steam or vapor cabinets, shower compartments, and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs and showers shall be thoroughly cleaned after each use.
10. Technician Cleanliness. Each massage technician shall wash his or her hands in hot running water using soap or disinfectant before and after administering a massage to each patron.
11. Service Sink and Janitor Room. The premises shall be equipped with a service sink for custodial services which sink shall be located in a janitorial room or custodial room separate from massage service rooms.
12. Food or Beverage. No person shall consume food or beverages in massage work areas.
13. Animals. Animals, except for seeing-eye dogs, shall not be permitted in massage establishments.
14. Building Regulations. All massage establishments shall continuously comply with all applicable building, fire or health ordinances and regulations.

5-5-10 Limitation on Massage:

No massage technician shall administer a massage:

1. Health of Technician. If said massage technician believes, knows or should know that he or she is not free of any contagious or communicable disease or infection.
2. Patron's Skin Condition. To any massage patron exhibiting any skin fungus, skin inflammation or skin eruption; provided, however, that a physician duly licensed to practice in the State may certify that such person may be safely massaged prescribing the condition therefor.
3. Health of Customer. To any person who is not free of communicable disease or infection or whom the massage technician believes or has reason to believe is not free of communicable disease or infection.

5-5-11 Unlawful Acts:

The following acts shall be unlawful:

1. Patron's Sexual Actions. No massage patron receiving a massage shall caress or fondle the massage technician administering the massage.
2. Technician's Sexual Actions. No massage technician shall masturbate or fondle the genital area of a massage patron.
3. Technician's Clothing. No massage technician shall administer a massage to a massage patron unless such technician's sexual and genital body parts are completely covered by opaque clothing.
4. Different Sexes in Same Room. No massages shall be administered to persons of different sexes in the same room or enclosure at the same time.

5. Outcalls Disallowed. No massage technician shall administer any massage services, and no massage patron shall receive a massage from a massage technician, at any place other than a massage establishment covered by a permit issued in accordance with this chapter, except in accordance with Section 5-5-8 of this chapter. No massage establishment permit holder shall allow or knowingly permit massage technicians in his or her employ to administer massage services to a massage patron at any location other than a massage establishment covered by a permit issued in accordance with this chapter, except in accordance with Section 5-5-8.

5-6 Adult Entertainment Business

5-6-1 Definitions:

Applicant means any person applying for a permit to operate or conduct an Adult Entertainment Business, and in addition thereto includes all partners in a partnership and all stockholders of a corporation.

Adult Entertainment Business means those places of commerce commonly referred to as strip joints or juice bars, i.e. a commercial establishment having as its stock in trade any live or recorded entertainment or performance presented for commercial purposes, that consists in whole or in part of human genitalia, human buttocks, or the human female breast nipples; "Adult Entertainment Business" also means those places of business commonly called "adult book stores" or "adult theaters," i.e. commercial establishments having as their stock in trade books, films, video cassettes, magazines and other material which is distinguished or characterized by an emphasis on subject matter depicting or describing sex acts, acts of human masturbation, human nudity or sexual intercourse in which human sexual organs are shown as so engaged, or acts of fondling or adult touching of genitalia, or showing the covered male genitals in a discernibly turgid or erect state.

Establishment means the opening of any "Adult Entertainment Business" as a new business, the relocation of such business, the addition of such business, the addition of such business activity to that of any other business, or a conversion of an existing business location to any of the uses and activities defined as an "Adult Entertainment Business."

5-6-2 Compliance Required:

No person shall operate, own or conduct an "Adult Entertainment Business" without compliance with the provisions of this chapter.

5-6-3 Permits for Adult Entertainment Business:

The following provisions shall apply to permits for Adult Entertainment Businesses:

1. Premise Standards. No person shall operate, own, conduct, carry on or permit to be operated, owned, conducted or carried on any Adult Entertainment Business in the City of Grimes unless the premises at which such business is located meets the minimum standards set forth in Section 5-6-5 of this Chapter and unless a permit to operate the Adult Entertainment Business is obtained from the City in compliance with the provisions of this chapter.
2. Application Procedures. Any person seeking a permit to operate an Adult Entertainment Business shall make application to the City Clerk. The Clerk shall cause an investigation of such application to be made by the County Sheriff to determine if the applicant is of good moral character. The Clerk shall also cause an investigation to be made by the Fire Department and Building Official to determine

that all requirements of this chapter have been satisfied and the applicant has fully complied with all applicable ordinances and regulations relating to the buildings, zoning, fire and health.

3. Application Contents. The application shall contain the following:

- A. Personal. The full name, address, and social security number of the applicant.
- B. Business Information. The full name of the business and the address of the premises for which the application is being made.
- C. Criminal Record. The criminal record of the applicant, if any.
- D. Statement of Truth. A statement that the contents of the application are true.
- E. Age. Proof that the applicant is an adult.
- F. Type of Business. The type of business entity such as sole proprietorship, partnership, or corporation and, in the case of a corporation, the names and addresses for all the officers and the directors of the corporation.
- G. Background of Management. All information required herein of any applicant shall also be provided for every person who, directly or indirectly, has any right to participate in the management, control, or oversight of the business to be conducted at the premises of the proposed Adult Entertainment Business. In addition, the applicant shall outline information about any previous or current Adult Entertainment Businesses operated by the applicant.
- H. Owner of the Building. The name and address of the owner of the building where the Adult Entertainment Business will be located.
- I. Copies of the Lease or Rental Agreement. A certified copy of any lease or rental agreement governing the applicants' rights in the premises shall be attached to the application.
- J. Signatures. The signatures of the applicant or applicants. If the application is in the name of a corporation, the signature of each officer of the corporation or director is required on the application.

- 4. Issuance of Permits. The building, fire and health departments and the County Sheriff shall make a written report of their investigations and shall submit such reports to the City Clerk within forty-five (45) days of the date of application. The Clerk shall place the matter before the Council. If the Council finds that the applicant has fully complied with all the requirements of this chapter and all applicable ordinances and codes regulating fire, building, health and zoning, and that the applicant is of good moral character, the Council shall authorize the issuance of a permit to conduct an Adult Entertainment Business at the location designated in the application. Said permit shall expire one (1) year from the date of issuance.
- 5. Separate Permit for Each Place of Business. Each Adult Entertainment Business shall have a separate permit for each place of business which will be valid only for the business conducted at that location.
- 6. Permit to be Displayed. Each Adult Entertainment Business shall display its permit conspicuously in the lobby or waiting area where such permit may be readily observed by all persons entering the premises.
- 7. Sale or Transfer. No Adult Entertainment Business permit issued under this chapter shall be sold or transferred. The purchaser or purchasers of any Adult Entertainment Business or of the majority of the stock of any corporation which owns or operates an Adult Entertainment Business shall obtain a new permit before operating such Adult Entertainment Business at the location for which the permit has been issued.

5-6-4 Suspension or Revocation of Permit:

The Adult Entertainment Business permit may be suspended or revoked for violation of the provisions of this chapter or for failure to comply with the applicable fire regulations, building regulations, or health ordinances or for permitting any employee of the Adult Entertainment Business to violate the provisions of this chapter. Upon receiving information indicating that grounds for suspension or revocation of an Adult Entertainment Business permit exists, the Clerk shall cause an investigation of such grounds to be made by the appropriate City department or departments and shall advise the Council in writing of the results of the investigation. If the Council determines that the report reveals the probable existence of grounds for suspension or revocation, it shall direct written notice by ordinary mail to the permittee named on the application for the Adult Entertainment Business at the address listed on the permit of the intention to hold a public hearing on the question of whether the permit for the adult entertainment should be suspended or revoked and upon the grounds thereof stating the date and time for such hearing. Upon said hearing, if the Council determines that such cause does exist, and if the determination is the first determination for that permittee, the Council may suspend the permit for up to one month, and thereupon such permittee shall cease any business at that location or at any other location for the period of the suspension. If the determination is the second such determination for that permittee, the Council may revoke the permit at that location and no business permit shall be issued nor shall such business be conducted at that location for a period of one year, nor shall the permittee be permitted to conduct any other Adult Entertainment Business in the City for that period.

5-6-5 Health Standards:

No Adult Entertainment Business shall be established, maintained, or operated in the City that does not conform to or comply with the following standards:

1. Lighting. Each room where any Adult Entertainment Business activities are performed or offered shall be provided with a minimum of four foot candles as measured four feet above the floor.
2. Water. Hot and cold running water shall be provided at all times.
3. Storage. Closed cabinets shall be provided and used for the storage of all equipment and supplies. All disposable materials and towels shall be kept in covered containers or cabinets which containers or cabinets shall be kept separate from storage cabinets.
4. Surfaces. All tables, dance floors, stages, bathing areas, and all floors shall have surfaces which may be readily cleaned.
5. Facilities Provided. Adequate bathing, dressing, locker and toilet facilities shall be provided for all employees at any given time. All employee lockers shall be lockable. In the event that both male and female employees are to be working simultaneously, separate bathing, dressing, locker and toilet facilities shall be provided.
6. Building Conditions and Cleanliness. All walls, ceilings, floors, tables, chairs, stages, countertops, and all other physical facilities shall be in good repair and maintained in a clean and sanitary condition. Bathing, dressing, locker, and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs and showers shall be thoroughly cleaned after each use.
7. Service Sink and Janitor Room. The premises shall be equipped with a service sink for custodial services which sink shall be located in a janitorial room or custodial room separate from the Adult Entertainment Business service rooms.
8. Food and Beverage. All food and beverage consumption shall comply with applicable health ordinances.

9. Animals. Animals, except for seeing-eye dogs, shall not be permitted in any Adult Entertainment Business.
10. Building Regulations. All Adult Entertainment Businesses shall continuously comply with all applicable building, fire, or health ordinances and regulations.

5-6-6 Unlawful Acts:

The following acts shall be unlawful:

1. Patron Sexual Actions. No Adult Entertainment Business patron receiving or conducting any commercial business shall engage in sexual relations with any employee while the employee is performing a commercial service.
2. Adult Entertainment Business Employees Sexual Actions. No employee of any Adult Entertainment Business shall masturbate, fondle, caress, or touch the genital area of a patron.

5-6-7 Protection:

To protect the public safety, and the safety of all employees and patrons of an Adult Entertainment Business, every permittee who owns or operates an Adult Entertainment Business must provide at least one law enforcement or trained professional security person on the premises of each Adult Entertainment Business establishment during all business hours. All building openings, entries, windows, etc., shall be constructed, located, covered, or screened in such a manner as to prevent a view into the interior of such building from any pedestrian sidewalk, walkway, street or other public or semi-public area.

TITLE 6 POLICE, HEALTH AND SAFETY

6-1 Contract Law Enforcement

6-1-1 Contract Law Enforcement:

The Council may contract with the County Sheriff or any other qualified lawful entity to provide law enforcement services within the City, and the Sheriff or such other entity shall have and exercise the powers and duties of the Peace Officer as provided herein.

(Code of Iowa, 28E.30)

6-1-2 Peace Officer: Duties:

A Peace Officer has the following powers and duties subject to the approval of the Council.

1. General. Perform all duties required by law or ordinance.
2. Enforce Laws. Enforce all laws, ordinances and regulations and bring all persons committing any offense before the proper court.
3. Writs. Execute and return all writs and other processes directed to said Peace Officer.
4. Accident Reports. Report all motor vehicle accidents investigated to the State Department of Public Safety. The Peace Officer's report shall be made within twenty-four hours after completing such investigation.

(Code of Iowa, Sec. 321.266)

5. Prisoners. Be responsible for the custody of prisoners, including conveyance to detention facilities as may be required.

6. Assist Officials. When requested, provide aid to other City officers, boards and commissions in the execution of their official duties.
7. Investigations. Provide for such investigation as may be necessary for the prosecution of any person alleged to have violated any law or ordinance.
8. Record of Arrests and Investigations. On a monthly basis submit to the Mayor and Council a record of all arrests and investigations made in the City by showing whether said arrests were made under provisions of State law or City ordinance, the offense charged, who made the arrest and the disposition of the charge or investigation.
9. Reports. Compile and submit to the Mayor and Council an annual report as well as such other reports as may be requested by the Mayor or Council.
10. Impound Vehicles. Impound vehicles pursuant to Section 7-11-6 of this Code of Ordinances.

6-2 Fire Department

6-2-1 Establishment of Purpose:

A professional Fire Department is hereby established to prevent and extinguish fires and to protect lives and property against fires, to promote fire prevention and fire safety, and to answer all emergency calls for which there is no other established agency.

(Code of Iowa, Sec. 364.16)

6-2-2 Organization:

The department consists of the Fire Chief and such other officers and personnel as may be authorized by the Council.

(Code of Iowa, Sec. 372.13[4])

6-2-3 Qualifications:

Any person over the age of eighteen (18) that possesses an Emergency Medical Technician license, possesses a firefighter I certification, and passes a written test, oral interview, physical agility evaluation, and is put on a certified hiring list may be appointed to serve as a fire fighter. Appointment is contingent upon the information supplied through written application and available openings within the department.

6-2-4 Training:

All members of the department shall attend and actively participate in regular or special training drills or programs as directed by the Chief.

(Code of Iowa, Sec. 372.13[4])

6-2-5 Compensation:

Members of the department shall be designated by rank and receive such compensation as shall be determined by resolution of the Council.

(Code of Iowa, Sec. 372.13[4])

6-2-6 Selection of Officers:

The Fire Chief may appoint officers to ranks authorized by the City Council that have passed the testing requirements set by the Chief and qualify for the promotional list certified by the City Council.

6-2-7 Fire Chief: Duties:

The Fire Chief shall perform all duties required of the Fire Chief by law or ordinance, including but not limited to the following:

(Code of Iowa, Sec. 372.13[4])

1. Enforce Laws. Enforce ordinances and laws regulating fire prevention and the investigation of the cause, origin and circumstances of fires.
2. Technical Assistance. Upon request, give advice concerning private fire alarm systems, fire extinguishing equipment, fire escapes and exits and development of fire emergency plans.
3. Authority at Fires. When in charge of a fire scene, direct an operation as necessary to extinguish or control a fire, perform a rescue operation, investigate the existence of a suspected or reported fire, gas leak, or other hazardous condition, or take any other action deemed necessary in the reasonable performance of the department's duties.

(Code of Iowa, Sec. 102.2)

4. Control of Scenes. Prohibit an individual, vehicle or vessel from approaching a fire scene and remove from the scene any object, vehicle, vessel or individual that may impede or interfere with the operation of the Fire Department.

(Code of Iowa, Sec. 102.2)

5. Authority to Barricade. When in charge of a fire scene, place or erect ropes, guards, barricades or other obstructions across a street, alley, right-of-way, or private property near the location of the fire or emergency so as to prevent accidents or interference with the firefighting efforts of the Fire Department, to control the scene until any required investigation is complete, or to preserve evidence related to the fire or other emergency.

(Code of Iowa, Sec. 102.2)

6. Command. Be charged with the duty of maintaining the efficiency, discipline and control of the Fire Department. The members of the Fire Department shall, at all times, be subject to the direction of the Fire Chief.
7. Property. Exercise and have full control over the disposition of all fire apparatus, tools, equipment and other property used by or belonging to the Fire Department.
8. Notification. Whenever death, serious bodily injury, or property damage in excess of two hundred thousand dollars (\$200,000) has occurred as a result of a fire, or if arson is suspected, notify the State Fire Marshal's Division immediately. For all fires causing an estimated damage of fifty dollars (\$50.00) or more or emergency responses by the Fire Department, file a report with the Fire Marshal's Division within ten (10) days following the end of the month. The report shall indicate all fire incidents occurring and state the name of the owners and occupants of the property at the time of the fire, the value of the property, the estimated total loss to the property, origin of the fire as determined by investigation, and other facts, statistics, and circumstances concerning the fire incident.

(Code of Iowa, Sec. 100.2 & 100.3)

9. Right of Entry. Have the right, during reasonable hours, to enter any building or premises within the Fire Chief's jurisdiction for the purpose of making such investigation or inspection which under law or ordinance may be necessary to be made and is reasonably necessary to protect the public health, safety and welfare.

(Code of Iowa, Sec. 100.12)

10.Recommendation. Make such recommendations to owners, occupants, caretakers or managers of buildings necessary to eliminate fire hazards.

(Code of Iowa, Sec. 100.13)

11.Assist State Fire Marshal. At the request of the State Fire Marshal, and as provided by law, aid said marshal in the performance of duties by investigating, preventing and reporting data pertaining to fires.

(Code of Iowa, Sec. 100.4)

12.Records. Cause to be kept records of the Fire Department personnel, fire fighting equipment, depreciation of all equipment and apparatus, the number of responses to alarms, their cause and location, and an analysis of losses by value, type and location of buildings.

13.Reports. Compile and submit to the Mayor and Council such reports on the status and activities of the department as may be requested by the Mayor or Council.

6-2-8 Obedience to Fire Chief:

No person shall willfully fail or refuse to comply with any lawful order or direction of the Fire Chief.

6-2-9 Standard Operating Guidelines:

The department shall adopt standard operating guidelines that guide the members in the expected operations of the department on emergency scenes, in community risk reduction, and in the station.

6-2-10 Accidental Injury Insurance:

The Council shall contract to insure the City against liability for worker's compensation and against statutory liability for the costs of hospitalization, nursing, and medical attention for fire fighters injured in the performance of their duties as fire fighters whether within or outside the corporate limits of the City. All fire fighters shall be covered by the contract.

(Code of Iowa, Sec. 85.2, 85.61 and Sec. 410.18)

6-2-11 Liability Insurance:

The Council shall contract to insure against liability of the City or members of the department for injuries, death or property damage arising out of and resulting from the performance of departmental duties within or outside the corporate limits of the City.

(Code of Iowa, Sec. 670.2 & 517A.1)

6-2-12 Malpractice Insurance:

The Council shall purchase malpractice liability insurance coverage for each member of the Johnston-Grimes Metropolitan Fire Department who has been certified as an Emergency Medical Technician, Advanced Emergency Medical Technician, and/or a Paramedic pursuant to the rules of the Iowa Public Health Department.

6-2-13 Calls Outside City:

The department shall answer calls to fires and other emergencies outside the City limits if the Fire Chief determines that such emergency exists and that such action will not endanger persons or property within the City limits. The department shall also answer calls to fires on premises outside the City limits in areas covered by an agreement between the City and the township trustees, or for which a mutual aid agreement exists between the City and another governmental entity.

(Code of Iowa, Sec. 364.4[2 & 3])

6-2-14 Mutual Aid:

Subject to approval by resolution of the Council, the department may enter into mutual aid agreements with other legally constituted Fire Departments, township trustees or other government entities. Copies of any such agreements shall be filed with the Clerk.

(Code of Iowa, Sec. 364.4 [2 & 3])

6-2-15 Authority to City Violations:

Fire officials acting under the authority of Chapter 100 of the Code of Iowa may issue citations in accordance with Chapter 805 of the Code of Iowa, for violations of State and/or local fire safety regulations.

(Code of Iowa, Sec. 100.41)

6-2-16 Rescue Unit:

The department is authorized to provide emergency rescue services and the insurance provided for herein shall include such operation.

6-2-17 Rescue Call Charges:

The Grimes City Council shall authorize and approve by resolution an assessment for Rescue Call Charges as recommended by the Johnston-Grimes Metropolitan Fire Department.

6-3 Public Peace

6-3-1 Assault:

No person shall, without justification, commit any of the following:

1. Pain or Injury. Any act which is intended to cause pain or injury to, or which is intended to result in physical contact which will be insulting or offensive to another, coupled with the apparent ability to execute the act.

(Code of Iowa, Sec. 708.1[1])

2. Threat of Pain or Injury. Any act which is intended to place another in fear of immediate physical contact which will be painful, injurious, insulting, or offensive, coupled with the apparent ability to execute the act.

(Code of Iowa, Sec. 708.1[2])

However, where the person doing any of the above enumerated acts, and such other person, are voluntary participants in a sport, social or other activity, not in itself criminal, and such act is a reasonably foreseeable incident of such sport or activity, and does not create an unreasonable risk of serious injury or breach of the peace, the act is not an assault. Additionally, any actions taken by school officials who intervene in fights or disruptive situations at school or any school function as long as the intervention is reasonably necessary to restore order and to protect those assembled, the act is not an assault.

(Code of Iowa, Sec. 708.1[3])

6-3-2 Harassment:

No person shall commit harassment.

1. A person commits harassment when, with intent to intimidate, annoy or alarm another person, the person does any of the following:
 - A. Communicates with another by telephone, telegraph, writing, or via electronic communication without legitimate purpose and in a manner likely to cause the other person annoyance or harm.
 - B. Places any simulated explosive or simulated incendiary device in or near any building, vehicle, airplane, railroad engine or railroad car, or boat occupied by another person.
 - C. Orders merchandise or services in the name of another, or to be delivered to another, without such other person's knowledge or consent.
 - D. Reports or causes to be reported false information to a law enforcement authority implicating another in some criminal activity, knowing the information is false, or reports the alleged occurrence of a criminal act, knowing the same did not occur.

(Code of Iowa, Sec. 708.7)

2. A person commits harassment when the person, purposefully and without legitimate purpose, has personal contact with another person, with the intent to threaten, intimidate or alarm that other person. As used in this section, unless the context otherwise requires, "personal contact" means an encounter in which two or more people are in visual or physical proximity to each other. "Personal contact" does not require a physical touching or oral communication, although it may include these types of contacts.

6-3-3 Disorderly Conduct:

No person shall do any of the following:

1. Fight. Engage in fighting or violent behavior in any public place or in or near any lawful assembly of persons, provided that participants in athletic contests may engage in such conduct which is reasonably related to the sport.

(Code of Iowa, Sec. 723.4[1])

2. Noise. Make loud and raucous noise in the vicinity of any residence or public building which causes unreasonable distress to the occupants thereof.

(Code of Iowa, 723.4[2])

3. Abusive Language. Direct abusive epithets or make any threatening gesture which the person knows or reasonably should know is likely to provoke a violent reaction by another.

(Code of Iowa, Sec. 723.4[3])

4. Disrupt Lawful Assembly. Without lawful authority or color of authority, disturb any lawful assembly or meeting of persons by conduct intended to disrupt the meeting or assembly.

(Code of Iowa, Sec. 723.4[4])

5. False Report of a Catastrophe. By words or action, initiate or circulate a report or warning of fire, epidemic, or other catastrophe, knowing such report to be false or such warning to be baseless.

(Code of Iowa, Sec. 723.4[5])

6. Disrespect of Flag. Knowingly and publicly use the flag of the United States in such a manner as to show disrespect for the flag as a symbol of the United States, with the intent or reasonable expectation that such use will provoke or encourage another to commit a public offense.

(Code of Iowa, Sec. 723.4[6])

7. Obstruct Use of Street. Without authority or justification, obstruct any street, sidewalk, highway, or other public way, with the intent to prevent or hinder its lawful use by others.

(Code of Iowa, Sec. 723.4[7])

6-3-4 Unlawful Assembly:

It is unlawful for three (3) or more persons to assemble together, with them or any of them acting in a violent manner, and with intent that they or any of them will commit a public offense. No person shall willingly join in or remain part of an unlawful assembly, knowing or having reasonable grounds to believe it is such.

(Code of Iowa, Sec. 723.2)

6-3-5 Failure to Disperse:

A peace officer may order the participants in a riot or unlawful assembly or persons in the immediate vicinity of a riot or unlawful assembly to disperse. No person within hearing distance of such command shall refuse to obey.

(Code of Iowa, Sec. 723.3)

6-4 Public Health and Safety

6-4-1 Distributing Dangerous Substances:

No person shall distribute samples of any drugs or medicine, or any corrosive, caustic, poisonous or other injurious substance unless the person delivers such into the hands of a competent person, or otherwise takes reasonable precautions that the substance will not be taken by children or animals from the place where the substance is deposited.

(Code of Iowa, § 727.1)

6-4-2 False Reports to Law Enforcement Authorities:

No person shall report or cause to be reported false information to a Fire Department or a law enforcement authority, knowing that the information is false, or shall report the alleged occurrence of a criminal act knowing the same did not occur. Likewise, giving a false report to any public safety entity, making a false emergency 911 call, or providing false information to a law enforcement officer who enters the information on a citation, is a simple misdemeanor.

(Code of Iowa, § 718.6)

6-4-3 Interference with Official Acts:

No person shall knowingly resist or obstruct anyone known by the person to be a peace officer or fire fighter, whether paid or volunteer, in the performance of any act which is within the scope of the lawful duty or authority of that officer or fire fighter, or shall knowingly resist or obstruct the service or execution by any authorized person of any civil or criminal process or order of any court. The terms "resist" and "obstruct" as used in this section do not include verbal harassment unless the verbal harassment is accompanied by a present ability and apparent intention to execute a verbal threat physically. Violation of this section is punishable in accordance with state law, Iowa Code § 719.1.

(Code of Iowa, § 719.1)

6-4-4 Refusing to Assist Officer:

Any person who is requested or ordered by any magistrate or peace officer to render assistance to the magistrate or officer in making or attempting to make an arrest, or to prevent the commission of any criminal act, shall render assistance as required. No person shall unreasonably and without lawful cause, refuse or neglect to render the assistance when so required.

(Code of Iowa, § 719.2)

6-4-5 Harassment of Public Officers and Employees:

No person shall willfully prevent or attempt to prevent any public officer or employee from performing the officer's or employee's duty.

(Code of Iowa, § 718.4)

6-4-6 Abandoned or Unattended Refrigerators:

No person shall abandon or otherwise leave unattended any refrigerator, ice box, or similar container, with doors that may become locked, outside of buildings and accessible to children, nor shall any person allow any such refrigerator, ice box, or similar container, to remain outside of buildings on premises in the person's possession or control, abandoned or unattended and so accessible to children.

(Code of Iowa, § 727.3)

6-4-7 Antenna and Radio Wires:

It is unlawful for a person to allow antenna wires, antenna supports, radio wires or television wires to exist over any street, alley, highway, sidewalk, public way, public ground or public building without written consent of the Council.

(Code of Iowa, § 364.12[2])

6-4-8 Barbed Wire and Electrical Fences:

It is unlawful for a person to use barbed wire or electric fences to enclose land within the City limits without the consent of the Council unless such land consists of ten (10) acres or more and is used as agricultural land.

6-4-9 Discharging Weapons:

It is unlawful for a person to discharge rifles, shotguns, revolvers, pistols, guns, BB guns, airguns or other firearms of any kind within the City limits except by prior written consent of the Council. State licensed or permitted hunting is permitted upon areas zoned as "unclassified" as long as no hunting occurs within 300 yards of any building inhabited or utilized by people or domestic livestock, unless the owner or tenant of the building has given specific consent to the hunter to do so.

6-4-10 Throwing and Shooting:

It is unlawful for a person to throw stones, bricks or missiles of any kind or to shoot arrows, rubber guns, slingshots, air rifles or other dangerous instruments or toys on or into the street, alley, highway, sidewalk, public way, public ground or public building, without prior written consent of the Council.

6-4-11 Urinating and Defecating:

It is unlawful for any person to urinate or defecate onto any sidewalk, street, alley, or other public way, or onto any public or private building, including but not limited to the wall, floor, hallway, steps, stairway, doorway or window thereof, or onto any public or private land.

6-4-12 Fireworks Regulation and Permitting

- A. It is unlawful for any person to use or explode display fireworks as defined in Iowa Code Section 727.2(1)(b); provided the Council may, upon application in writing, and payment of a fee set by Council resolution, grant a permit for the display of fireworks by a City agency, fair associations, amusement parks and other organizations or groups of individuals approved by the Council when such fireworks display will be handled by a competent operator. No permit shall be granted hereunder unless the operator or sponsoring organization has filed with the City evidence of insurance in the following amounts:
- | | |
|---------------------|---------------------------|
| 1. Personal Injury: | - \$250,000.00 per person |
| 2. Property Damage: | - \$50,000.00 |
| 3. Total Exposure: | - \$1,000,000.00 |
- B. Consumer Fireworks and Novelties Sales. Consumer fireworks and novelties as defined by Iowa Code Sections 727.2(a) and (c) are permitted to be sold if the licensed seller complies with the licensing, registration and storage requirements of Iowa Code Sections 100.19 and 100.19A. In addition, the licensed seller must comply with Grimes Code of Ordinance Section 5-3-4, 11-6, and 11-8, as well as the provisions of National Fire Protection Standard (NFPA) 1124 Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles (2006 Edition), where applicable to the licensed seller's consumer firework business activities.
- C. Consumer Fireworks and Novelties Use. Consumer fireworks and novelties may be discharged with the following restrictions:
1. Consumer fireworks will only be used or exploded by an adult on that adult's real property or on the property of an adult who has consented to the use or explosion of consumer fireworks on that property.
 2. Consumer fireworks will not be used or exploded by a person who is less than eighteen years old, unless that person is under the direct supervision of a parent or a custodial adult. "Direct supervision" means to provide constant guidance and control of an under eighteen-year-old person who is using or exploding consumer fireworks by maintaining visual and verbal contact with that person at all times. Guidance and control means that the parent or guardian must be within 30 feet of the child, and must have them in sight and be able to communicate verbally with the child.
 3. Consumer fireworks will not be used discharged at any time other than the following permitted times:
 - i. July 1 to July 8 from 9 a.m. to 10 p.m., except for July 4 when the allowed time is from 9 a.m. to 11 p.m.
 - ii. December 29 to January 3 from 9 a.m. to 10 p.m., except that on December 31 the time is extended to 12:30 a.m. on January 1.
 4. Novelties are not subject to the provisions of subsections (a) through (c) above.
- D. Discharge of fireworks is prohibited if a burning ban proclamation has been issued by the Mayor.

E. Violation. A violation of Grimes Code of Ordinances Section 6-4-12 is a municipal infraction pursuant to the provisions of the Grimes Code of Ordinances Chapter 1-3 punishable by the issuing of a citation requiring payment of monetary penalties as determined within the City fee schedule adopted by resolution from time to time by City Council.

1. An offense of discharging a firework between the hours of 10:30 p.m. and 6 a.m. on any date other than the evenings of July 4 or December 31 as provided under Grimes Code of Ordinances Section 6-4-12(C)(3) is specifically punishable as a municipal infraction pursuant to the provisions of Grimes Code of Ordinances Chapter 1-3 by the issuing of a citation requiring payment as determined by the City fee schedule adopted by resolution from time to time by City Council.

6-4-13 Portable Chemical Toilets:

The use of a portable chemical toilet in any area zoned as R-1, R-2, R-3, R-4 or R-5 under Title 12 of the Code of Ordinances is prohibited unless such toilet is required by Federal or State statute, administrative rule or regulation or unless such portable chemical toilet is placed behind the residential unit away from the street, has a permit obtained from the City Administrator and meets rules established by the Council. For the purpose of this section, "portable chemical toilet" means any movable free-standing toilet device equipped with bacterial chemicals to store and neutralize waste until such waste can be discharged into a sewage treatment facility.

6-4-14 Residency Requirements for Sex Offenders:

1. Definitions. As used in this Section 6-4-14, and unless the context otherwise requires:

Aggravated offense means a conviction for any of the following offenses against a minor:

- (1) Sexual abuse in the first degree in violation of Iowa Code § 709.2.
- (2) Sexual abuse in the second degree in violation of Iowa Code § 709.3.
- (3) Sexual abuse in the third degree in violation of Iowa Code § 709.4(1).
- (4) Lascivious acts with a child in violation of Iowa Code § 709.8(1).
- (5) Assault with intent to commit sexual abuse in violation of Iowa Code § 709.11.
- (6) Burglary in the first degree in violation of Iowa Code § 713.3(1)(d).
- (7) Kidnapping, if sexual abuse as defined by Iowa Code § 709.1 is committed during the offense.
- (8) Murder, if sexual abuse as defined by Iowa Code § 709.1 is committed during the offense.

Child care facility means any child care center, preschool or registered child care homes.

Criminal offense against a minor means any of the following criminal offenses or conduct:

- (1) Kidnapping of a minor, except for the kidnapping of a minor in the third degree committed by the parent.
- (2) False imprisonment of a minor, except if committed by a parent.
- (3) Any indictable offense involving sexual conduct directed toward a minor.
- (4) Solicitation of a minor to engage in an illegal sex act.

- (5) Use of a minor in a sexual performance.
- (6) Solicitation of a minor to practice prostitution.
- (7) Any indictable offense against a minor involving sexual conduct with a minor.
- (8) An attempt to commit an offense enumerated in this subsection.
- (9) Incest committed against a minor.
- (10) Dissemination and exhibition of obscene material to minors in violation of Iowa Code § 728.2.
- (11) Admitting minors to premises where obscene material is exhibited in violation of Iowa Code § 728.3.
- (12) Stalking in violation of Iowa Code § 708.11 (3)(b)(3), if the fact-finder determines by clear and convincing evidence that the offense was sexually motivated.
- (13) Sexual exploitation of a minor in violation of Iowa Code § 728.12.
- (14) Enticing a minor in violation of Iowa Code § 710.10(1).
- (15) An indictable offense committed in another jurisdiction which would constitute an indictable offense under paragraphs 1-14 of this subsection.

Other relevant offense means any of the following offenses against a minor:

- (1) Telephone dissemination of obscene materials in violation of Iowa Code § 728.15.
- (2) Rental or sale of hard-core pornography in violation of Iowa Code § 728.4.
- (3) Indecent exposure in violation of Iowa Code § 709.9.
- (4) A criminal offense committed in another jurisdiction which would constitute an indictable offense under paragraphs 1-3 of this subsection, if committed in this State.

Park means any public or non-public park, including a park, forest preserve, or conservation area under the jurisdiction of the State, a unit of local government, or a private homeowner's association, and any facilities thereon, as well as any playground, which for the purposes of this Ordinance shall mean a piece of land owned or controlled by the State, a unit of local government or a private entity, that has been designated by said entity for the use solely or primarily for children's recreation (i.e. youth league baseball, youth softball, youth soccer).

Person means a person who has committed a criminal offense against a minor, or an aggravated offense, sexually violent offense, or other relevant offense that involved a minor.

Residence means the place where a person sleeps, which may include more than one location, and may be mobile or transitory.

Sexually violent offense means any of the following indictable offenses:

- (1) Sexual abuse as defined under Iowa Code § 709.1.
- (2) Assault with intent to commit sexual abuse in violation of Iowa Code § 709.11.
- (3) Sexual misconduct with offenders in violation of Iowa Code § 709.16.
- (4) Any of the following offenses, if the offense involves sexual abuse or intended sexual abuse: murder, attempted murder, kidnapping, burglary or manslaughter.

- (5) A criminal offense committed in another jurisdiction which would constitute an indictable offense under paragraphs 1-4 if committed in this State.
2. Residency Restriction. A person shall not reside within two thousand feet of the real property comprising of any of the following child-oriented facilities:
- A. a public or non-public elementary or secondary school;
 - B. a public or non-public park or playground;
 - C. a public swimming pool;
 - D. a public library;
 - E. a multi-use recreational trail; or
 - F. a child care facility.

The distance of two thousand feet shall be measured from the closest boundary line of the residence to the closest boundary line of the child-oriented facility as identified above.

3. Residency Exception. A person residing within two thousand feet of the real property comprising a child-oriented facility identified in Section 2 does not commit a violation of this section if any of the following apply:
- A. The person has established a residence prior to the effective date of this ordinance;
 - B. A child-oriented facility as identified in Section 2 is newly located on or after the effective date of this ordinance and the person has established a residence prior to the date of the start of construction operation or acquisition of such newly located child-oriented facility; or
 - C. The person is a minor or a ward under guardianship.
4. Violations. Any person who resides within two thousand feet of a child-oriented facility as identified in Section 2 in violation of this Section 6-4-14 shall be guilty of a simple misdemeanor punishable by fine or imprisonment as provided by the Grimes Code of Ordinances and the Code of Iowa or shall be guilty of a municipal infraction punishable by civil penalty as provided by the Grimes Code of Ordinances.

6-5 Public and Private Property

6-5-1 Trespassing: It is unlawful for a person to knowingly trespass upon the property of another. As used in this section, the term "property" includes any land, dwelling, building, conveyance, vehicle or other temporary or permanent structure whether publicly or privately owned. The term "trespass" means one of more of the following acts:

(Code of Iowa Sec. 716.7 and 716.8)

1. Entering Property without Permission. Entering upon or in property without the express permission of the owner, lessee, or person in lawful possession with the intent to commit a public offense or to use, remove therefrom, alter, damage, harass, or place thereon or therein anything animate or inanimate.

(Code of Iowa, Sec. 716.7[2a])

2. Entering or Remaining on Property. Entering or remaining upon or in property without justification after being notified or requested to abstain from entering or to remove or vacate therefrom by the

owner, lessee, or person in lawful possession, or by any peace officer, magistrate, or public employee whose duty it is to supervise the use or maintenance of the property.

(Code of Iowa, Sec. 716.7[2b])

3. Interfering with Lawful Use of Property. Entering upon or in private property for the purpose or with the effect of unduly interfering with the lawful use of the property by others.

(Code of Iowa, Sec. 716.7 [2c])

4. Using Property without Permission. Being upon or in property and wrongfully using, removing therefrom, altering, damaging, harassing, or placing thereon or therein anything animate or inanimate, without the implied or actual permission of the owner, lessee, or person in lawful possession.

(Code of Iowa, Sec. 716.7[2d])

None of the above shall be construed to prohibit entering upon the property of another for the sole purpose of retrieving personal property which has accidentally or inadvertently been thrown, fallen, strayed, or blown onto the property of another, provided that the person retrieving the property takes the most direct and accessible route to and from the property to be retrieved, quits the property as quickly as possible, and does not unduly interfere with the lawful use of the property.

(Code of Iowa, Sec. 716.7(3))

6-5-2 Criminal Mischief:

It is unlawful, for any person who has no right to do so, to intentionally damage, deface, alter or destroy tangible property.

(Code of Iowa, Sec. 716.1)

6-5-3 Defacing Proclamations or Notices:

It is unlawful for a person intentionally to deface, obliterate, tear down, or destroy in whole or in part, any transcript or extract from or of any law of the United States or the State, or any proclamation, advertisement or notification, set up at any place within the City by authority of the law or by order of any court, during the time for which the same is to remain set up.

(Code of Iowa, Sec. 716.1)

6-5-4 Unauthorized Entry:

No unauthorized person shall enter or remain in or upon any public building, premises or grounds in violation of any notice posted thereon or when said building, premises or grounds are closed and not open to the public. When open to the public, a failure to pay any required admission fee also constitutes an unauthorized entry.

6-5-5 Fraud:

It is unlawful for any person to commit a fraudulent practice as defined in Section 714.8 of the Code of Iowa.

(Code of Iowa, Sec. 714.8)

6-5-6 Theft:

It is unlawful for any person to commit theft as defined in Section 714.1 of the Code of Iowa.

(Code of Iowa, Sec. 714.1)

6-6 Alcohol Consumption and Intoxication

6-6-1 Persons Under the Age of Twenty-one:

A person shall not sell, give or otherwise supply alcoholic liquor, wine or beer to any person knowing or having reasonable cause to believe that person to be under the legal age of twenty-one (21), and a person or persons under the age of twenty-one (21) shall not purchase or attempt to purchase or individually or jointly have alcoholic liquor, wine or beer in their possession or control except for medicinal purposes as administered to the person by either a physician or dentist and except to the extent that a person under the age of eighteen (18) may handle alcoholic beverages, wine and beer during the regular course of the person's employment by a liquor control licensee, or wine or beer permittee under State laws.

(Code of Iowa, Sec. 123.47)

6-6-2 Public Consumption or Intoxication:

1. As used in this section unless the context otherwise requires:

Arrest means the same as defined in Section 804.5 of the Code of Iowa and includes taking into custody pursuant to Section 232.19 of the Code of Iowa.

Chemical test means a test of a person's blood, breath or urine to determine the percentage of alcohol present by a qualified person using devices and methods approved by the Commissioner of Public Safety.

Peace Officer means the same as defined in Section 801.4 of the Code of Iowa.

School means a public or private school or that portion of a public or private school which provides teaching for any grade from kindergarten through grade twelve.

2. A person shall not use or consume alcoholic liquor, wine or beer upon the public streets or highways. A person shall not use or consume alcoholic liquor in any public place, except premises covered by a liquor control license. A person shall not possess or consume alcoholic liquors, wine or beer on public school property or while attending any public or private school-related function. A person shall not be intoxicated or simulate intoxication in a public place. A person violating this subsection is guilty of a simple misdemeanor.
3. When a peace officer arrests a person on a charge of public intoxication under this section, the peace officer shall inform the person that the person may have a chemical test administered at the person's own expense. If a device approved by the Commissioner of Public Safety for testing a sample of the person's breath to determine that person's blood alcohol concentration is available, that is the only test that need be offered the person arrested. In a prosecution for public intoxication, evidence of the results of a chemical test performed under this subsection is admissible upon proof of a proper foundation. The percentage of alcohol present in a person's blood, breath or urine established by the results of a chemical test performed within two hours after the person's arrest on a charge of public intoxication is presumed to be the percentage of alcohol present at the time of arrest.

(Code of Iowa, Sec. 123.46)

6-6-3 Open Containers on Streets and Highways:

A person driving a motor vehicle shall not knowingly possess in a motor vehicle upon a public street or highway an open or unsealed bottle, can, jar or other receptacle containing an alcoholic beverage, wine, or beer with the intent to consume the alcoholic beverage, wine, or beer while the motor vehicle is upon a public street or highway. Evidence that an open or unsealed receptacle containing an alcoholic beverage or beer was found during an authorized search in the glove compartment, utility compartment, console, front passenger seat, or any unlocked portable device and within the immediate reach of the driver while the motor vehicle is upon a public street or highway is evidence from which the court or jury may infer that the driver intended to consume the alcoholic beverage or beer while upon the public street or highway if the inference is supported by corroborative evidence. However, an open or unsealed receptacle containing an alcoholic beverage or beer may be transported at any time in the trunk of the motor vehicle or in some other area of the interior of the motor vehicle not designed or intended to be occupied by the driver and not readily accessible to the driver while the motor vehicle is in motion. A person convicted of a violation of this paragraph is guilty of a simple misdemeanor.

(Code of Iowa, Sec. 123.28)

6-7 Minors

6-7-1 Cigarettes and Tobacco:

It is unlawful for any person under eighteen (18) years of age to smoke, use, possess, purchase or attempt to purchase any tobacco, tobacco products or cigarettes.

(Code of Iowa, Sec. 453A.2)

6-7-2 Contributing to Delinquency:

It is unlawful for any person to encourage any child under eighteen (18) years of age to commit any act of delinquency.

(Code of Iowa, Sec. 709A.1)

6-8 Nuisance Abatement Procedure

6-8-1 Definition of Nuisance:

Whatever is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property so as to interfere essentially with the comfortable enjoyment of life or property, and is unreasonable, is a nuisance.

(Code of Iowa, Sec. 657.1)

6-8-2 Nuisances Enumerated:

The following subsections include, but do not limit, the conditions which are deemed to be nuisances in the City:

1. Offensive Smells. Erecting, continuing or using any building or other place for the exercise of any trade, employment or manufacture, which by occasioning noxious exhalations, offensive smells, or other annoyances, becomes injurious and dangerous to the health, comfort or property of individuals or the public.

(Code of Iowa, Sec. 657.2[1])

2. Filth or Noisome Substance. Causing or suffering any offal, filth or noisome substance to be collected or to remain in any place to the prejudice of others.

(Code of Iowa, Sec. 657.2[2])

3. Impeding Passage of Navigable River. Obstructing or impeding without legal authority the passage of any navigable river, harbor or collection of water.

(Code of Iowa, Sec. 657.2[3])

4. Water Pollution. Corrupting or rendering unwholesome or impure the water of any river, stream or pond, or unlawfully diverting the same from its natural course or state, to the injury or prejudice of others.

(Code of Iowa, Sec. 657.2[4])

5. Blocking Public and Private Ways. Obstructing or encumbering, by fences, buildings or otherwise, the public roads, private ways, streets, alleys, commons, landing places or burying grounds.

(Code of Iowa, Sec. 657.2[5])

6. Billboards. Billboards, signboards and advertising signs, whether erected or constructed on public or private property, which so obstruct and impair the view of any portion or part of a public street, avenue, highway, boulevard or alley or of a railroad or street railway track as to render dangerous the use thereof. (See also Section 62.08)

(Code of Iowa, Sec. 657.2[7])

7. Storing of Flammable Junk. Depositing or storing of flammable junk, such as old rags, rope, cordage, rubber, bones and paper, by dealers in such articles within the fire limits of the City, unless in a building of fireproof construction. (See also Chapter 6-9)

(Code of Iowa, Sec. 657.2[9])

8. Air Pollution. Emission of dense smoke, noxious fumes or fly ash.

(Code of Iowa, Sec. 657.2[10])

9. Weeds, Brush. Dense growth of all weeds, vines, brush or other vegetation in the City so as to constitute a health, safety or fire hazard.

(Code of Iowa, Sec. 657.2[11])

10. Dutch Elm Disease. Trees infected with Dutch Elm Disease. (See also Chapter 13-3)

(Code of Iowa, Sec. 657.2[12])

11. Airport Air Space. Any object or structure hereafter erected within one thousand (1,000) feet of the limits of any municipal or regularly established airport or landing place, which may endanger or obstruct aerial navigation including take-off and landing, unless such object or structure constitutes a proper use or enjoyment of the land on which the same is located.

(Code of Iowa, Sec. 657.2[8])

12. Houses of Ill Fame. Houses of ill fame, kept for the purpose of prostitution and lewdness; gambling houses; places resorted to by persons participating in criminal gang activity prohibited by Chapter 723A of the Code of Iowa or places resorted to by persons using controlled substances, as defined in Section 124.101 of the Code of Iowa, in violation of law, or houses where drunkenness, quarreling, fighting or breaches of the peace are carried on or permitted to the disturbance of others.

(Code of Iowa, Sec. 657.2[6])

13. Animal waste. – See Chapter 6-10

6-8-3 Other Conditions:

The following chapters of this Code of Ordinances contain regulations prohibiting or restricting other conditions which are deemed to be nuisances:

1. Junk and Junk Vehicles (See Chapter 6-9)
2. Dangerous Buildings (See Chapter 11-4)
3. Storage and Disposal of Solid Waste (See Chapter 9-12)
4. Trees (See Chapter 13-6)
5. Swimming Pools (See Section 11-8-3)

6-8-4 Nuisances Prohibited:

The creation or maintenance of a nuisance is prohibited, and a nuisance, public or private, may be abated in the manner provided for in this chapter or State law.

(Code of Iowa, Sec. 657.3)

6-8-5 Nuisance Abatement:

Whenever the Mayor or other authorized municipal officer finds that a nuisance exists, such officer shall cause to be served upon the property owner a written notice to abate the nuisance within a reasonable time after notice.

(Code of Iowa, Sec. 364.12[3h])

6-8-6 Notice to Abate: Contents:

The notice to abate shall contain:

(Code of Iowa, Sec. 364.12[3h])

1. Description of Nuisance. A description of what constitutes the nuisance.
2. Location of Nuisance. The location of the nuisance.
3. Acts Necessary to Abate. A statement of the act or acts necessary to abate the nuisance.
4. Reasonable Time. A reasonable time within which to complete the abatement not to exceed 5 days.
5. Assessment of City Costs. A statement that if the nuisance or condition is not abated as directed and no request for hearing is made within the time prescribed, the City will abate it and assess the costs against such person. Failure to comply will be deemed a municipal infraction.

6-8-7 Method of Service:

The notice may be in the form of an ordinance or sent by certified mail to the property owner.

(Code of Iowa, Sec. 364.12[3h])

6-8-8 Request for Hearing:

Any person ordered to abate a nuisance may have a hearing with the Council as to whether a nuisance exists. A request for hearing must be made in writing and delivered to the Clerk within the time stated

in the notice, or it will be conclusively presumed that a nuisance exists and it must be abated as ordered. The hearing will be before the Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.

6-8-9 Abatement in Emergency:

If it is determined that an emergency exists by reason of the continuing maintenance of the nuisance or condition, the City may perform any action which may be required under this chapter without prior notice. The City shall assess the costs as provided in Section 6-8-11 after notice to the property owner under the applicable provisions of Sections 6-8-5, 6-8-6 and 6-8-7 and hearing as provided in Section 50.08.

(Code of Iowa, Sec. 364.12[3h])

6-8-10 Abatement by City:

If the person notified to abate a nuisance or condition neglects or fails to abate as directed, the City may perform the required action to abate, keeping an accurate account of the expense incurred. The itemized expense account shall be filed with the Clerk who shall pay such expenses on behalf of the City.

(Code of Iowa, Sec. 364.12[3h])

6-8-11 Collection of Costs:

The Clerk shall send a statement of the total expense incurred by certified mail to the property owner who has failed to abide by the notice to abate, and if the amount shown by the statement has not been paid within one (1) month, the Clerk shall certify the costs to the County Treasurer and such costs shall then be collected with, and in the same manner, as general property taxes.

6-8-12 Installation Payment of Cost of Abatement:

If the amount expended to abate the nuisance or condition exceeds five hundred dollars (\$500.00), the City shall permit the assessment to be paid in up to ten (10) annual installments, to be paid in the same manner and with the same interest rates provided for assessments against benefited property under State law.

(Code of Iowa, Sec. 364.13)

6-8-13 Failure to Abate:

Any person causing or maintaining a nuisance who shall fail or refuse to abate or remove the same within the reasonable time required and specified in the notice to abate is in violation of this Code of Ordinances.

EDITOR'S NOTE

Caution is urged in the use of this administrative abatement procedure, particularly where cost of abatement is more than minimal or where there is doubt as to whether or not a nuisance does in fact exist. If compliance is not secured following notice and hearings, we recommend you review the situation with your attorney before proceeding with abatement and assessment of costs. Your attorney may recommend proceedings in court under Chapter 657 of the Code of Iowa rather than this procedure.

6-9 Junk and Junk Vehicles

6-9-1 Definitions:

For use in this chapter, the following terms are defined:

Junk means all old or scrap copper, brass, lead, or any other non-ferrous metal; old or discarded rope, rags, batteries, paper, trash, rubber, debris, waste or used lumber or salvaged wood; dismantled vehicles, machinery or appliances or parts of such vehicles, machinery or appliances; iron, steel or other old or scrap ferrous materials; old or discarded glass, tin ware, plastic or old or discarded household goods or hardware. Neatly stacked firewood located on a side yard or a rear yard is not considered junk.

Junk Vehicle means any vehicle unlicensed and which has any of the following characteristics:

- A. Habitat for Nuisance Animals or Insects. Any vehicle which has become the habitat for rats, mice, or snakes, or any other vermin or insects.
- B. Inoperable. Any motor vehicle if it lacks an engine or two or more wheels or other structural parts, rendering said motor vehicle totally inoperable.
- C. Defective or Obsolete Condition. Any other vehicle which, because of its defective or obsolete condition, in any other way constitutes a threat to the public health and safety.

Mere licensing of such vehicle shall not constitute a defense to the finding that the vehicle is a junk vehicle.

Vehicle means every device in, upon, or by which a person or property is or may be transported or drawn upon a highway or street, excepting devices moved by human power or used exclusively upon stationary rails or tracks, and includes without limitation a motor vehicle, automobile, truck, motorcycle, tractor, buggy, wagon, farm machinery, or any combination thereof.

6-9-2 Junk and Junk Vehicles Prohibited:

It is unlawful for any person to store, accumulate, or allow to remain on any private property within the corporate limits of the City any junk or junk vehicle. A violation of this chapter is a municipal infraction under Chapter 1-3 of this Code of Ordinances.

6-9-3 Junk and Junk Vehicles a Nuisance:

It is hereby declared that any junk or junk vehicle located upon private property, unless excepted by Section 6-9-4, constitutes a threat to the health and safety of the citizens and is a nuisance within the meaning of Section 657.1 of the Code of Iowa. If any junk or junk vehicle is kept upon private property in violation hereof, then the owner of or such person occupying the property upon which it is located shall be liable for said violation.

6-9-4 Exceptions:

The provisions of this chapter do not apply to any junk or a junk vehicle stored within:

- 1. Structure. A garage or other enclosed structure; or
- 2. Salvage Yard. An auto salvage yard or junk yard lawfully operated within the City.

6-9-5 Notice to Abate:

Upon discovery of any junk or junk vehicle located upon private property in violation of Section 6-9-3, the City shall within five (5) days initiate abatement procedures as outlined in Section 6-8 of this Code of Ordinances or pursue such matter as a municipal infraction under Section 1-3 of this Code of Ordinances.

6-10 Animal Protection and Control

6-10-1 Definitions:

The following terms are defined for use in this chapter.

Advertise means to present a commercial message in any medium including but not limited to print, radio, television, sign, display, label, tag, or articulation.

Animal means a nonhuman vertebrate.

(Code of Iowa, Sec. 717B.1)

Animal abuse or neglect shall be defined by the Code of Iowa, Section 717B.2 and 717B.3.

At large means running or found within the City upon any street, alley, sidewalk, public, or private grounds. An animal properly licensed as required by law shall not be deemed at large if any of the following is true:

- A. It is on the premises of the owner; or
- B. It is under the control of a person competent to restrain and control the animal, either by leash, cord, chain, or other similar restraint not more than six feet in length, or properly restrained within a motor vehicle; or
- C. It is properly housed in a veterinary hospital or registered kennel; or
- D. It is accompanied by or at heel beside and obedient to the commands of the owner or a person capable of controlling the animal.

Notwithstanding any other provision of this chapter, any animal shall be deemed at large at any time when attacking persons or domestic animals, destroying property or when on a public school ground, except when under restraint as set out in paragraphs B and D of this subsection. Further, any female dog in heat shall be deemed at large at any time when not under restraint as set out in paragraphs A and C of this subsection.

Business means any enterprise relating to any of the following:

- A. The sale or offer for sale of goods or services.
- B. A recruitment for employment or membership in an organization.
- C. A solicitation to make an investment.
- D. An amusement or entertainment activity.

Cat means and includes all members of the *Felis Domestica* species, male or female, whether altered or not.

Dog means and includes both male and female animals of the *Canine* species, including spayed or neutered dogs.

Fair means any of the following:

- A. The annual fair and exposition held by the Iowa State Fair Board pursuant to Chapter 173 of the Code of Iowa or any fair event conducted by a fair under the provisions of Chapter 174 of the Code of Iowa.
- B. An exhibition of agricultural or manufactured products.
- C. An event for operation of amusement rides or devices or concession booths.

Game means a "game of chance" or "game of skill" as defined in Section 99B.1 of the Code of Iowa.

Livestock means an animal belonging to the bovine, caprine, equine, ovine, or porcine species, ostriches, rheas and emus; farm deer as defined in Section 170.1 of the Code of Iowa; or poultry.

(Code of Iowa, Sec. 717.1)

Livestock abuse or neglect shall be defined by the Code of Iowa, Section 717.1A and 717.2.

Owner means any person owning, keeping, sheltering, or harboring an animal.

Pet means a living dog, cat, or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko, or iguana.

Responsible party means a person who owns or maintains or is responsible for the care of the animal.

Society means any incorporated society or association organized for the express purpose of prevention of cruelty to animals.

Vaccinated means an animal vaccinated by a licensed veterinarian against rabies, or it means that a satisfactory proof is furnished to establish such prior vaccination of the animal within eighteen months prior to the impounding or licensing of the animal if the vaccination was by killed tissue vaccine.

6-10-2 Animal Neglect:

It is unlawful for a person who impounds or confines, in any place, an animal, excluding livestock, to fail to supply the animal during confinement with a sufficient quantity of food or water, or to fail to provide a confined dog or cat with adequate shelter, or to torture, deprive of necessary sustenance, mutilate, beat, or kill such animal by any means which causes unjustified pain, distress or suffering.

(Code of Iowa, Sec. 717B.3)

6-10-3 Livestock Neglect:

It is unlawful for a person who impounds or confines livestock in any place to fail to provide the livestock with care consistent with customary animal husbandry practices or to deprive the livestock of necessary sustenance or to injure or destroy livestock by any means which causes pain or suffering in a manner inconsistent with customary animal husbandry practices.

(Code of Iowa, Sec. 717.2)

6-10-4 Abandonment of an Animal:

A person who has ownership or is the responsible party caring for an animal shall not abandon the animal, except the person may deliver the animal to another person who will accept ownership and custody or the person may deliver the animal to an animal shelter or pound as defined in Section 162.2 of the Code of Iowa.

(Code of Iowa, Sec. 717B.8)

6-10-5 Livestock:

It is unlawful for a person to keep livestock within the City except by written consent of the Council or except in compliance with the City's zoning regulations.

6-10-6 At Large Prohibited:

It is unlawful for any owner to allow an animal to run at large within the corporate limits of the City.

6-10-7 Pets Running at Large:

It is unlawful for any owner of a pet to allow or permit such pet to do any of the following while at large:

- a. Defecate on property other than that of the owner. Owner of the pet shall be responsible for the proper and immediate disposal of the solid waste excreted by that animal on any property other than that of the owner.
- b. Deface, scratch, or mar any personal property of another.
- c. Cause injury to any person or animal.
- d. Hiss, meow, bark or fight at such times or in such places as to disturb the peace and quiet of others.

6-10-8 Damage or Interference:

It is unlawful for the owner of an animal to allow or permit such animal to pass upon the premises of another thereby causing damage to, or interference with, the premises.

6-10-9 Annoyance or Disturbance:

It is unlawful for the owner of a dog to allow or permit such dog to cause serious annoyance or disturbance to any person or persons by frequent and habitual howling, yelping, barking, or otherwise; or, by running after or chasing persons, bicycles, automobiles or other vehicles.

6-10-10 Release of Animals:

No person shall aid or cause an animal, whether owned by such person or not, to escape confinement or impoundment, whether such confinement or impoundment is upon such person's property or that of another, by opening any gate, door or window, by making an opening in any fence, enclosure or structure, or by unleashing such animal.

6-10-11 Animals in Food Handling Establishments:

No person shall take or permit to remain any dog, cat, or any live animal within any premises where food is sold, offered for sale, or processed for consumption by the general public. Fish in tanks and dogs serving persons who are blind or who have other medically and physically limiting disabilities are exempt from this prohibition.

6-10-12 Number of Animals Limited:

No family or occupants of the same address shall own, harbor or keep more than three adult dogs and three adult cats per household on any residentially zoned lot except that a litter of puppies or kittens or a portion of the litter may be kept on the property not more than 12 weeks from birth. All dogs licensed as of April 26, 2011 are exempt from this section. Under no circumstances shall an owner with more animals under this exemption be permitted to acquire any additional animals until such acquisition can be accomplished within the requirements of this chapter.

6-10-13 Control of Animals:

It is the duty of every person owning or having the custody or control of an animal to physically restrain the animal within an enclosure or upon a leash when such animal is left unattended outside or is not at heel. The animal must be restrained so as to prevent the animal from leaving the premises of its owner or from coming in contact with public right-of-way or the property of another.

6-10-14 Interference with City Employees Prohibited:

It is prohibited for any person in any manner to interfere with any employee or designated representative of the City so as to hinder, delay or prevent said employee or representative from executing duties pursuant to this chapter.

6-10-15 Immunization of Cats:

Any owner of a cat shall have such cat vaccinated for rabies by the time the cat reaches the age of six months and the owner shall have in his or her possession a certificate signed by a veterinarian describing the cat and certifying that the cat has been so vaccinated.

6-10-16 Owner's Duty:

It is the duty of the owner of any dog, cat or other animal which has bitten or attacked a person or any person having knowledge of such bite or attack to report this act to a local health or law enforcement official. It is the duty of physicians and veterinarians to report to the local Board of Health the existence of any animal known or suspected to be suffering from rabies.

(Code of Iowa, Sec. 351.38)

6-10-17 Confinement:

When a local Board of Health receives information that any person has been bitten by an animal or that a dog or animal is suspected of having rabies, it shall order the owner to confine such animal in the manner it directs. If the owner fails to confine such animal in the manner directed, the animal shall be apprehended and impounded by such board, and after two weeks the board may humanely destroy the animal. If such animal is returned to its owner, the owner shall pay the cost of impoundment.

(Code of Iowa, Sec. 351.39)

6-10-18 At-Large Impoundment:

Animals found at large in violation of this chapter shall be seized and impounded, or at the discretion of the peace officer, the owner may be served a summons to appear before a proper court to answer charges made thereunder. The owner shall pay all impoundment fees.

6-10-19 Disposition of Animals:

When an animal has been apprehended and impounded, written notice shall be given in not less than two (2) days to the owner, if known. Impounded animals may be recovered by the owner upon payment of impounding costs, and if an unvaccinated dog, by having it immediately vaccinated. If the owner does not redeem the animal within seven (7) days, the animal may be humanely destroyed or otherwise disposed of in accordance with law.

(Code of Iowa, Sec. 351.37, 351.41)

6-10-20 Pet Awards Prohibited:

(Code of Iowa, Ch. 717.E)

1. Prohibition. It is unlawful for any person to award a pet or advertise that a pet may be awarded as any of the following:
 - A. A prize for participating in a game.
 - B. A prize for participating in a fair.
 - C. An inducement or condition for visiting a place of business or attending an event sponsored by a business.

- D. An inducement or condition for executing a contract which includes provisions unrelated to the ownership, care or disposition of the pet.
2. Exceptions. This section does not apply to any of the following:
- A. A pet shop licensed pursuant to Section 162.5 of the Code of Iowa if the award of a pet is provided in connection with the sale of a pet on the premises of the pet shop.
 - B. Youth programs associated with 4-H Clubs; Future Farmers of America; The Izaak Walton League of America; or organizations associated with outdoor recreation, hunting or fishing, including but not limited to the Iowa Sportsmen's Federation.

6-10-21 Animal Waste:

1. Disposal and removal of animal waste shall be in compliance with Chapter 9-12, Solid Waste Control.
2. On any public property, including right-of-way or any private property neither owner nor occupied by the subject person:
 - A. It shall be the duty of each person who owns, possesses or controls an animal to immediately remove and dispose of any solid waste left by the animal.
 - B. Disposal shall be accomplished as currently required by the Metro Waste Authority, in a landfill.
3. Exemptions to this section:
 - A. A handicapped person with an animal who is physically unable to comply and/or whose trained animal is trained for the purpose of assisting handicapped persons.
 - B. A peace officer when using a horse or dog for police purposes.

6-10-22 Contract with Society or Association:

The City may contract with any incorporated society or association for the following:

1. The prevention of cruelty to animals;
2. The collection and protection of dogs;
3. The maintenance of a shelter or pound for unlicensed or untagged dogs, and for lost, strayed or homeless dogs;
4. The destruction or other disposition of seized dogs not redeemed as provided by law or ordinance.
5. The disposal of dead animals;
6. Assistance in the collection of licenses upon dogs.

The City shall incorporate in the contract the manner in which the work shall be done and in which payments are to be made by the City thereunder, and it may also direct the disposition of all dogs seized, as provided by law, and provide for the costs of care or disposition as provided in this chapter.

6-10-23 Violation – Municipal Infraction:

A violation of this chapter shall be considered a municipal infraction under Chapter 1-3 of this Code of Ordinances.

6-11 Dog and Cat License Required

6-11-1 Annual License Required:

Any person owning or harboring a dog or cat of either sex over six months of age shall procure a license therefore from the City Clerk between January 1 and March 31 of each year, or within thirty days of the date any dog or cat is acquired or brought into the City.

6-11-2 License Fees:

The annual license fee for each dog or cat subject to licensing under the provisions of this chapter shall be provided in accordance to the City fee schedule adopted by resolution from time to time by City Council and such fee shall be paid on or before March 31 of each year or within thirty days after acquisition of such dog or cat.

6-11-3 License Tags:

Upon receipt of the application and fee, the Clerk shall deliver or mail to the owner a license which shall be in the form of a metal tag stamped with the serial number of the license as shown on the record book of the Clerk, the year in which it is issued, and the name of the City. The license tag shall be securely fastened by the owner to a collar or harness which shall be worn at all times by the dog for which issued. A license issued for one dog shall not be transferable to another dog. Upon the expiration of the license the owner shall remove said tag from the dog.

(Code of Iowa, Chapter 351)

6-11-4 License Records:

The Clerk shall keep a book to be known as the record of licenses which shall show:

(Code of Iowa, Chapter 351)

1. The serial number and date of each application for a license.
2. The description of the dog or cat as specified in the application, together with the name of the owner of the dog or cat.
3. The date when each license tag is issued and the serial number of each tag, the date of the most recent rabies vaccination, the type of vaccine administered, and the date the dog or cat shall be revaccinated.
4. The amount of all fees paid.
5. Such other data as may be required by law.

6-11-5 Immunization:

Before a license is issued, the owner shall furnish a veterinarian's certificate showing that the dog or cat for which the license is sought has been vaccinated against rabies, and that the vaccination does not expire within six months from the effective date of the dog or cat license. A tag showing evidence of proper vaccination shall at all times be attached to the collar of the dog or cat.

(Code of Iowa, Sec. 351.33, 351.35)

A. Vaccinations Required

1. Dogs. Every owner of a dog shall obtain a rabies vaccination for such animal. It is unlawful for any person to own or have a dog in said person's possession, six months of age or over, which has not been vaccinated against rabies
2. Cats. It is unlawful for any owner to keep a cat in said person's possession, six months of age or over, which has not been vaccinated against rabies and distemper.

3. Certificate Required. The Clerk shall not issue a dog or cat license unless a certificate is filed showing that the dog or cat to be licensed is vaccinated.
4. Owner Liability. All vaccinations required under the provisions of this chapter shall be conducted by a licensed veterinarian at the expense of the owner of said animal.

6-11-6 Duplicate Tags:

Upon the filing of an affidavit that the license tag has been lost or destroyed, the owner may obtain another tag and the Clerk shall enter in the license record the new number assigned.

6-11-7 Kennel Dogs:

Dogs kept in State or Federally licensed kennels, which are kept or raised solely for the bona fide purpose of sale and which are kept under constant restraint, are not subject to the provisions of this chapter.

1. No license shall be required for kennel dogs. All kennel dogs over six months of age shall have a rabies vaccination by a licensed veterinarian not less than once every two years if the vaccination is by modified live virus vaccine of egg embryo origin, or one year if by killed tissue vaccine.
2. The owner of any kennel within the City shall be required to register said owner's name and business address with the Clerk, and shall comply with this Code of Ordinances and other regulations.
3. Commercially built kennels where permitted cannot be located closer than 200 feet to the boundary of the nearest adjacent residential lot.
4. A kennel, for the purpose of this section, means the business of keeping or raising four or more kennel dogs, which are kept under constant restraint, solely for the bona fide purpose of sale.

6-12 Potentially Dangerous Animals, Dangerous Animals, Vicious Animals and Dangerous Wild Animals

6-12-1 Construction of Terms:

1. Meaning of certain words: Words used in the singular include the plural and plural the singular, the masculine gender includes the feminine and the feminine the masculine.
2. Computing time – legal holidays: In computing time, the first day shall be excluded and the last included. Unless otherwise indicated, the following days shall be excluded for purposes of computing time: Saturdays, Sundays, the first day of January, the twelfth day of February, the third Monday in February, the last Monday in May, the fourth day of July, the first Monday in September, the fourth Thursday of November, the fourth Friday in November, the twenty-fifth day of December, and any other day on which the offices of the City of Grimes government are closed.
3. Conflicts with State and/or Federal regulatory schemes: If it is determined by the City Attorney that enforcement of any provision of this ordinance would be inconsistent with requirements of Federal and/or State law, enforcement of said provision(s) shall be suspended as necessary to avoid the inconsistency. If the City Attorney makes such a suspension determination he shall report it to the Administrator along with any recommendations in regard to any necessary corrective legislation.

6-12-2 Definitions:

Animal means every wild, feral, tame or domestic member of the kingdom animalia (animal kingdom) other than the genus or species homo sapiens (human beings).

Domestic Animal means any of various animals that have been tamed and made fit for a human companionship, excluding animals commonly used as agricultural stock.

Potentially dangerous animal means an animal that may reasonably be assumed to pose a threat to public safety as demonstrated by any of the following behaviors:

- A. Without provocation causes an injury to a person or domestic animal on public or private property that is less severe than a serious injury;
- B. Without provocation, chases or approaches a person, a domestic animal or a wheeled conveyance upon the streets, sidewalks, or any public or private property, in an apparent attitude of attack; or has a known propensity, tendency, or disposition to attack, causing injury or otherwise threatening the safety of humans or domestic animals;
- C. Without provocation acts in a highly aggressive manner within a fenced yard or enclosure and appears, to a reasonable adult, able to jump over or escape;

Dangerous animal means any animal that:

- A. Without provocation causes a serious injury to a person or domestic animal; or
- B. Has been designated as a potentially dangerous animal and engages in behavior that poses a threat to public safety as described in Section 6-12-2(3) or serious injury as defined in Section 6-12-2(16).

Vicious animal means any live animal, not a dangerous animal as defined above:

- A. that has, unprovoked, bitten or attacked a person while running at large; or
- B. that has without reference to provocation or location (i.e. at large or otherwise):
 - 1. bitten or attacked a person on two separate occasions within a twenty-four (24) month period; or
 - 2. bitten or attacked a person above the shoulders on any one occasion; or
 - 3. bitten three (3) times in a lifetime; or
 - 4. bitten or attacked a person, on any one occasion, despite the owner's attempt to restrain or control the animal. With respect to 6-12-2 (5)(B)(1), (B)(2) and (B)(3) above, if the person attacked or bitten was engaged in an unlawful act prior to the bite or attack, said incident shall not serve as a basis for declaring the offending animal a vicious animal.

Dangerous wild animal means any genus/species of animal set forth in the most current version of the Iowa Code Chapter 717F.

Animal control officer means the officers and employees of the Grimes Public Works Department whose job it is to enforce this ordinance by the authority in a 28E Agreement with Polk County.

At-large refers to an animal's presence outside of a structure or fixed enclosure.

City Council refers to the Grimes City Council.

Director or his designee means the City Administrator or a person designated, either specifically or generally, by virtue of his/her job responsibilities, to act in the Administrator's behalf.

Euthanize means to kill in a humane manner.

Dog shall mean any domesticated species of the order Carnivora and the family Canidae.

Owner means any person, firm, association, corporation, partnership, or organization or agency of any type owning, possessing, keeping, sheltering, having an interest in, having control or custody or harboring an animal.

Person means any individual, firm, association, corporation, partnership, or organization or agency of any type including any officer, employee or agent thereof.

Public Works Department refers to the City of Grimes department bearing said title.

Serious injury means any illness, disease or bodily injury which creates a substantial risk of death or which results in a major bone fracture, muscle tears, disfiguring lacerations, protracted loss or impairment of the function of any bodily member or organ or requires multiple sutures or corrective surgery or cosmetic surgery.

Unprovoked as used herein refers to an attack or bite not the result of behavior on the victim's part, intended to irritate the animal.

Provocation means that the threat, injury or damage caused by the animal was sustained by a person who at the time was willfully trespassing upon the premise occupied by the owner of the dog, or the person was tormenting, abusing or assaulting the dog, or was committing or attempting to commit a crime.

Impound means to take a potentially dangerous animal or dangerous animal into custody by the Animal Control Authority or the organization authorized to enforce the potentially dangerous dog and dangerous dog ordinance of this jurisdiction.

Proper enclosure of potentially dangerous and dangerous animals requires:

- a. Potentially dangerous and dangerous animals shall be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed as provided in this section or caged for transportation. Also, when a dangerous animal is not securely confined or caged for transportation, a muzzle shall be placed on the animal.
- b. A pen or kennel must have secure sides and a secure top attached to the sides or, in lieu of a top, walls at least six feet in height and at least six feet taller than any adjacent structure. A pen or kennel must have a secure bottom, floor or foundation attached to the sides of the pen or kennel, or the sides of the pen or kennel must be embedded in the ground no less than two feet so as to prevent digging under the sides of the pen or kennel by the confined potentially dangerous animal or dangerous animal; and
- c. All pens, kennels or structures erected to house a potentially dangerous animal or dangerous animal must comply with all zoning and building regulations in their jurisdictions. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.
- d. All pens and kennels designed, constructed or used to confine potentially dangerous and dangerous animals must be locked with a key or combination lock when such animals are within the structure.

- e. No potentially dangerous or dangerous animal may be kept on a porch, patio or in any part of a house or structure that would allow the potentially dangerous or dangerous animal to exit such building on its own volition.
- f. No potentially dangerous animal or dangerous animal may be tied or leashed to any inanimate objects such as trees, posts, buildings or any other object or structure.

Proper leashing of potentially dangerous animals and dangerous animals requires:

- a. Potentially dangerous animals and dangerous animals shall not be permitted to go outside a property enclosure as defined in Section 6-12-2(20) unless secured on a leash no longer than six (6) feet in length that is under the actual physical control of a person eighteen (18) years of age or older. Also, when a dangerous animal is not securely confined or caged for transportation, a muzzle shall be placed on the animal.

6-12-3 Keeping of Dangerous Wild Animals Prohibited:

No person shall own, keep, shelter, or harbor for any reason in Grimes, Iowa, a dangerous wild animal, as defined herein, except as provided in, and in accordance with, the most current version of the Iowa Code Chapter 717F.

6-12-4 Keeping of Vicious Animals Prohibited:

No person shall own, keep, shelter or harbor for any reason in Grimes, Iowa, a vicious animal, as defined herein.

6-12-5 Determination of Potentially Dangerous Animal:

1. The Animal Control Officer authorized to enforce this ordinance, on his/her own information or upon receipt of a complaint alleging that a person owns, is keeping, sheltering, or harboring a potentially dangerous animal as defined herein, may, in his/her discretion, declare such animal potentially dangerous based on the factors listed in 6-12-2(3) and will notify the owner of the animal in writing by certified mail or personal service or posting in a conspicuous place at the last known residence of the owner of the animal.
2. Upon notice, the owner of the animal declared potentially dangerous may within three (3) business days file a written basis appeal with the City of Grimes seeking review of the declaration. However, during an appeal the owner of the animal shall properly confine and leash the animal and provide proof of liability insurance in accordance with the potentially dangerous animal ordinance.
3. If a written appeal is filed, the owner of the animal declared potentially dangerous will be given not less than 72 hours (including Saturdays, Sundays and holidays) written notice of the date, time and location of the hearing before the City Council.
4. Following notice to the owner of the animal, if the Animal Control Officer authorized to enforce the ordinance of this jurisdiction has reasonable cause to believe that an animal is a potentially dangerous animal and may pose a threat to public safety or the owner has not provided proof of liability insurance, the animal will be impounded, pending disposition of an appeal or until the animal owner has fulfilled the requirements of a potentially dangerous animal declaration. However, if after thirty (30) days from the date of notice the owner of the animal has not completed the requirements the animal shall be impounded and may be destroyed in a humane manner.

5. Any animal that is under impoundment or quarantine at the animal shelter and is declared a potentially dangerous animal will not be returned to the owner pending disposition of an appeal or until the owner completes all of the requirements of 6-12-8.
6. The owner of the animal shall be liable to this jurisdiction for the costs of impounding and keeping of the animal.

6-12-6 Determination of Dangerous Animal:

1. The Animal Control Officer authorized to enforce the ordinance, on his/her own information or upon receipt of a complaint alleging that a person owns, is keeping, sheltering, or harboring a dangerous animal as defined herein, may, in his/her discretion, declare such animal dangerous based on the factors listed in 6-12-2(4) and will notify the owner of the animal in writing by certified mail or personal service or posting in a conspicuous place at the last known residence of the owner of the animal.
2. Upon notice, the owner of the animal declared dangerous may within three (3) business days file a written basis appeal with the City of Grimes seeking review of the declaration. However, during an appeal the owner of the animal shall properly confine or properly leash the animal and provide proof of liability insurance in accordance with the dangerous animal ordinance.
3. If a written appeal is filed the owner of the animal declared dangerous will be given not less than 72 hours (including Saturdays, Sundays and holidays) written notice of the date, time and location of the hearing of the City Council.
4. Following notice to the owner of the animal, if the Animal Control Officer authorized to enforce this ordinance has reasonable cause to believe that an animal is a dangerous animal and may pose a threat to public safety or the owner has not provided proof of liability insurance, the animal will be impounded, pending disposition of an appeal or until the animal owner has fulfilled the requirements of a dangerous animal declaration. However, if after thirty (30) days from the date of notice the owner of the animal has not completed the requirements the animal shall be impounded and may be destroyed in a humane manner.
5. Any animal that is under impoundment or quarantine at the animal shelter and is declared a dangerous animal will not be returned to the owner pending disposition of an appeal or until the owner completes all of the requirements of 6-12-8(1) and 6-12-8(2) and 6-12-9.
6. The owner of the animal shall be liable to this jurisdiction for the costs of impounding and keeping the animal if the animal is determined to be a dangerous animal.

6-12-7 Determination of Vicious Animal:

1. The Animal Control Officer authorized to enforce this ordinance, on his/her own information or upon receipt of a complaint alleging that a person owns, is keeping, sheltering, or harboring a vicious animal as defined herein, may, in his/her discretion, initiate proceedings to declare such animal a vicious animal. A hearing on the matter shall be conducted by the director or his designee. The owner of the animal in question shall be given not less than 72 hours (including Saturdays, Sundays and holidays) written notice of the time and place of said hearing, if the owner's name and current address can be reasonably determined by accessing a tag or other device that is on or a part of the animal. Said notice shall order the owner to secure the animal in a structure of fixed enclosure at all times. The notice shall set forth the description of the animal in question and the basis for the allegation of viciousness and shall also notify the owner that should the animal be determined to be vicious, the owner will be required to euthanize it

or allow the City of Grimes to do so. The notice shall be personally served upon the owner of the animal.

2. City Administrator's Order. If after hearing, the director or his designee determines the animal to be a vicious animal, he/she shall order the owner to cause the animal to be euthanized or allow the City of Grimes to do so. The order shall be served upon the owner against whom it is issued in the same manner as the notice of hearing. The director or his designee shall propose policies and procedures governing the above-mentioned proceedings, and shall submit them for approval in the manner provided for in Section 6-12-13, hereof. Said policies and procedures shall also provide for the appeal of the director's or his designee's decision.
3. Upon notice, the owner of the animal declared vicious may within three (3) business days file a written basis appeal in this jurisdiction seeking review of the determination. However, during an appeal the owner of the animal shall properly confine the animal in a structure of fixed enclosure at all times and show proof of liability insurance in accordance with potentially dangerous, dangerous and vicious animal ordinance.
4. Notice of Intended Action: Failure to comply. If the order is not complied with within three (3) days of its service upon the owner, and is not appealed, the Animal Control Officer is authorized to seize and euthanize the animal. The above-mentioned Notice of Intended Action upon a failure to comply shall be contained in the City Administrator's Order.
5. Declaration of Potentially Dangerous or Dangerous. If, after hearing with the City Council, it has been determined that the animal properly falls within the category "vicious animal" as defined in Section 6-12-2(5), and if in the director's or his designee's discretion, it appears that the animal does not pose a significant threat to the safety of the public, the director or his designee may declare the animal potentially dangerous or dangerous. The reasons for the declaration of potentially dangerous or dangerous shall be committed to writing and delivered to the animal's owner by the director or his designee.
6. Emergencies. The notice required by Section 6-12-7(1) shall not be required where such vicious animal has previously caused serious injury or death to any person, in which case the Animal Control Officer shall cause the animal, a per se nuisance, to be immediately euthanized. In the event a vicious animal is found at large and unattended upon public property, park property, public right-of-way, or the property of someone other than its owner, thereby creating a hazard to person or property, such animal, a per se nuisance, may, in the discretion of the Animal Control Officer, be seized and impounded, or euthanized if said seizure and impoundment is not possible or would expose any person to the risk of serious injury. The City of Grimes shall be under no duty to attempt the seizure of a vicious animal at large, prior to euthanizing it, nor shall it have the duty to notify the owner of such animal prior to euthanizing it, or seizing and impounding it.
7. Notice of Action Taken: When pursuant to Section 6-12-7(6) an animal is euthanized without prior notice to the owner, the Animal Control Officer shall within seven (7) days thereafter, deliver to the animal's owner, either in person or by regular mail, a written notice of the action taken and the reason(s) therefore if the owner's name and current address can be reasonably determined by accessing a tag or other device that is on or a part of the animal.

When pursuant to Section 6-12-7(6), an animal is impounded without prior notice to the owner; the Animal Control Officer shall thereafter initiate proceedings to have the animal declared a vicious animal in the manner provided for in paragraph 1 of this section. Thereafter the procedures contained in paragraphs 1 - 5, inclusive, where applicable, shall apply.

6-12-8 Potentially Dangerous and Dangerous Animal Registration Requirements:

1. Potentially Dangerous Animals

- A. The Animal Control Officer authorized to enforce this ordinance may issue a certificate of registration to the owner of a potentially dangerous dog if the owner establishes to the satisfaction of the Animal Control Authority that:
1. The owner of the potentially dangerous animal is 18 years of age or older;
 2. The owner of the potentially dangerous animal presents a certificate of insurance issued by an insurance company licensed to do business in this State, providing personal liability insurance as in homeowner's policy, with a minimum liability amount of \$100,000.00 for the injury or death of any person, for damage to property of others and for acts of negligence by the owner or his or her agents, in the keeping or owning of such potentially dangerous animal. The certificate shall require notice to the City, in conformity with general City standards for certificates of insurance, if the underlying policy of insurance is cancelled for any reason. In lieu of such a certificate, a copy of a current homeowners policy designating these requirements shall be sufficient proof of insurance for purposes of this subsection. If a certificate of insurance or policy is not immediately available, a binder indicating the coverage may be accepted for up to thirty (30) days subsequent to the determination that a animal is potentially dangerous; however, if after thirty (30) days a certificate of insurance or a policy has not been submitted or the insurance coverage is cancelled, the animal shall be deemed unregistered or unlicensed and subject to immediate impoundment;
 3. The potentially dangerous animal has a current rabies vaccination at the owner's expense;
 4. The owner has a proper enclosure to prevent the entry of any person or animal and the escape of said potentially dangerous animal as described in 6-12-2(20);
 5. The potentially dangerous animal has been implanted with a microchip containing owner identification information at the owner's expense. The microchip information must be registered with the Animal Control Authority authorized to enforce the potentially dangerous animal, dangerous animal and vicious animal ordinance of the jurisdiction;
 6. The potentially dangerous animal has been photographed for identifications purposes; and
 7. The potentially dangerous animal owner shall satisfactorily complete a pet safety course pre-approved by the Animal Control Director or his/her designee at the dog owner's expense.

2. Dangerous Animals

- A. The Animal Control Officer authorized to enforce this ordinance may issue a certificate of registration to the owner of a dangerous animal if the owner, in addition to satisfying the requirements for registration of a potentially dangerous animal pursuant to paragraph 1 of this section, establishes to the satisfaction of the Animal Control Authority that:

1. The owner will maintain the dangerous animal exclusively on the owner's property except for medical treatment or examination; and
 2. The owner of the dangerous animal has posted on the premises a clearly visible written warning sign that there is a dangerous animal on the property with a conspicuous warning symbol that informs children of the presence of a dangerous animal. The sign shall be very visible from the public roadway or 50 feet, whichever is less.
 3. The dangerous animal has been spayed or neutered at the owner's expense.
3. If any animal previously determined to be a potentially dangerous animal has not exhibited any of the behaviors specified in 6-12-2(3) within twelve (12) months since the date of the potentially dangerous animal determination, then that animal is eligible for a review of the determination with the potential for lifting the requirements of this section; provided, however, then that same animal may again be declared a dangerous or potentially dangerous animal if it again exhibits any of the specified behaviors. Such a review shall be completed by the City Administrator or his/her designee.

6-12-9 Keeping of a Registered Potentially Dangerous or Dangerous Animal:

1. If the Animal Control Officer authorized to enforce this ordinance declares that an animal is a potentially dangerous animal, the owner of the animal shall comply with the provisions of 6-12-2(20) (21) and 6-12-9(1).
 - A. The owner of a potentially dangerous animal shall:
 1. Not keep an animal without a valid registration issued under 6-12-9.
 2. Keep the animal in a proper enclosure unless the animal is properly leashed as defined in 6-12-2.
 3. Not permit an animal to be tied or leashed to inanimate objects such as trees, posts, buildings, or any other object or structure.
 4. Notify law enforcement and the Animal Control Officer immediately in person or by telephone upon escape if an animal is on the loose, is unconfined, has attacked another domestic animal, or has attacked a human being.
 5. Notify within three (3) business days the Animal Control Officer authorized to enforce the ordinance of this jurisdiction of a change of address or telephone number of the owner of the animal.
 6. Notify within three (3) business days the Animal Control Officer authorized to enforce the ordinance of this jurisdiction if the animal has died and the whereabouts of the dead animal.
 7. Notify within one (1) business day the Animal Control Officer authorized to enforce the ordinance of this jurisdiction with the name, address and telephone number of a new owner of the animal if the animal has been sold or given away.
 8. Surrender an animal to the Animal Control Officer authorized to enforce the ordinance of this jurisdiction for impoundment and confinement, pending a disposition of the case when there is a reason to believe that the animal may pose a threat to public safety.

2. If the Animal Control Officer authorized to enforce the ordinance of this jurisdiction declares that an animal is a dangerous animal, the owner of the animal shall comply with the provisions of 6-12-2(20)(21) 6-12-8 and 6-12-9(1) and;
 - A. The owner of a dangerous animal shall:
 1. Maintain a dangerous animal exclusively on the owner's property as required except for medical treatment or examination, or permit a dangerous animal to be outside of proper confinement without being properly leashed and muzzled or caged for transportation. When removed from the owner's property for medical treatment or examination, the dangerous animal shall be caged or under the control of a responsible person as defined in 6-12-2, muzzled and restrained with a substantial lead not exceeding six (6) feet in length. The muzzle shall be made in a manner that will not cause injury to the animal or obscure its vision or interfere with its respiration but shall prevent it from biting any human being or animal.

6-12-10 Penalties:

1. General
 - A. If after the notice of declaration, a potentially dangerous animal or a dangerous animal is found improperly confined or leashed more than once, the animal will be impounded and may be destroyed in a humane manner.
 - B. If after the notice of declaration, the liability insurance on a potentially dangerous animal or dangerous animal is found to be invalid more than twice, the animal will be impounded and may be destroyed in a humane manner.
2. Civil: An owner's failure to comply with the provisions of section 6-12-8 or section 6-12-9 constitutes a municipal infraction of the City of Grimes ordinance. A municipal infraction shall subject the owner to a civil penalty as set forth in Grimes Code of Ordinances Chapter 1-3.
 - A. The City Administrator or his/her designee shall be authorized to issue citations, demanding the appropriate civil penalty, for violating the ordinance, as set forth in City of Grimes Code of Ordinances or any other ordinance or State or City code provision authorizing city employees to issue citations for violations of Grimes ordinances and regulations.
 - B. Each additional day of neglect or failure to comply with such City Ordinance or lawful order, after notice of violation, shall constitute a separate offense. The City of Grimes may seek injunctive relief from the courts to prohibit further infractions. Penalties sought under this section in no way preclude other government organizations from taking additional legal action under this or other State, Federal or Local Regulations.
 1. Previous Enforcement. Nothing in this ordinance prohibits, suspends or modifies the continuation of any enforcement action commenced prior to the effective date of this ordinance or any amendment hereof, which may continue in accordance with the law or regulation under which such action was originally commenced.
 2. Remedies Cumulative. All remedies provided herein shall be cumulative. To the extent that State law may limit the availability of a particular remedy set forth herein for a certain violation or part thereof, such remedy shall remain available for other violations or other parts of the same violations.

3. Cost Recovery. Costs to the City of Grimes incurred in the enforcement of this ordinance may be recovered by an assessment placed against real estate owned by the responsible party and collected in the same manner as property tax, or may be collected as a personal judgment, or by utilizing both procedures until such costs have been paid in full.
3. Criminal: A violation of section 6-12-8 or section 6-12-9 of this ordinance constitutes a simple misdemeanor punishable by a fine of at least sixty-five dollars but not to exceed six hundred twenty-five dollars. The court may order imprisonment not to exceed thirty days in lieu of a fine or in addition to a fine. Surcharges required by Iowa Code Chapter 911.1 and 911.4 shall be added to a fine imposed on a misdemeanant as provided in those sections, and are not a part of or subject to the maximums set in this section.
4. Unless specifically provided otherwise herein or by law, the provisions of this ordinance shall be carried out and enforced by the City Administrator or his/her designee.

6-12-11 Costs:

1. Any animal which is alleged to be potentially dangerous, dangerous or vicious and which is under impoundment or quarantine at the animal shelter shall not be released to the owner, but shall continue to be held at the expense of the owner pending the outcome of the hearing or compliance with all requirements of this ordinance. Costs incurred by the City of Grimes for the care, maintenance, transportation and euthanizing of an animal owned, kept, sheltered or harbored in violation of this ordinance hereof shall be reimbursed to the City of Grimes by the owner whether or not the animal is reclaimed.

6-12-12 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 hereof not adjudged invalid or unconstitutional.

6-12-13 Regulations and Forms:

The City Administrator shall have the power to create policies and procedures, including forms not inconsistent with the law, as may be necessary for the implementation and enforcement of this ordinance.

6-13 Hazardous Substance Spills

6-13-1 PURPOSE. In order to reduce the danger to the public health, safety and welfare from the leaks and spills of hazardous substances, these regulations are promulgated to establish responsibility for the treatment, removal and cleanup of hazardous substance spills within the City limits.

6-13-2 DEFINITIONS. For purposes of this chapter the following terms are defined:

"Cleanup" means actions necessary to contain, collect, control, identify, analyze, clean up, treat, disperse, remove or dispose of a hazardous substance.

(Code of Iowa, Sec. 455B.381[1])

"Hazardous Condition" means any situation involving the actual, imminent or probable spillage, leakage, or release of a hazardous substance onto the land, into a water of the State or into the atmosphere which creates an immediate or potential danger to the public health or safety or to the environment.

(Code of Iowa, Sec. 455B.381[4])

"Hazardous Substance" means any substance or mixture of substances that presents a danger to the public health or safety and includes, but is not limited to, a substance that is toxic, corrosive, or flammable, or that is an irritant or that generates pressure through decomposition, heat or other means. "Hazardous substance" may include any hazardous waste identified or listed by the administrator of the United States Environmental Protection Agency under the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976, or any toxic pollutant listed under section 307 of the Federal Water Pollution Control Act as amended to January 1, 1977, or any hazardous substance designated under Section 311 of the Federal Water Pollution Control Act as amended to January 1, 1977, or any hazardous material designated by the Secretary of Transportation under the Hazardous Materials Transportation Act.

(Code of Iowa, Sec. 455B.381[5])

"Responsible person" means a person who at any time produces, handles, stores, uses, transports, refines, or disposes of a hazardous substance, the release of which creates a hazardous condition, including bailees, carriers, and any other person in control of a hazardous substance when a hazardous condition occurs, whether the person owns the hazardous substance or is operating under a lease, contract, or other agreement with the legal owner of the hazardous substance.

(Code of Iowa, Sec. 455B.381[7])

6-13-3 CLEANUP REQUIRED. Whenever a hazardous condition is created by the deposit, injection, dumping, spilling, leaking or placing of a hazardous substance, so that the hazardous substance or a constituent of the hazardous substance may enter the environment or be emitted into the air or discharged into any waters, including ground waters, the responsible person shall cause the condition to be remedied by a cleanup, as defined in the preceding section, as rapidly as feasible to an acceptable, safe condition. The costs of the cleanup shall be borne by the responsible person. If the responsible person does not cause the cleanup to begin in a reasonable time in relation to the hazard and circumstances of the incident, the City may, by an authorized officer, give reasonable notice, based on the character of the hazardous condition, such notice setting a deadline for accomplishing the cleanup and stating that the City will proceed to procure cleanup services and bill the responsible person for all costs associated with the cleanup if the cleanup is not accomplished within the deadline. In the event that it is determined that immediate cleanup is necessary as a result of the present danger to the public health, safety and welfare, then no notice shall be required and the City may proceed to procure the cleanup and bill the responsible person for all costs associated with the cleanup. If the bill for those services is not paid within thirty (30) days, the City Attorney shall proceed to obtain payment by all legal means. If the cost of the cleanup is beyond the capacity of the City to finance it, the authorized officer shall report to the Council and immediately seek any State or Federal funds available for said cleanup.

6-13-4 LIABILITY FOR CLEANUP COSTS. The responsible person shall be strictly liable to the City for all of the following:

1. The reasonable cleanup costs incurred by the City as a result of the failure of the responsible person to clean up a hazardous substance involved in a hazardous condition.

2. The reasonable costs incurred by the City to evacuate people from the area threatened by a hazardous condition caused by the person.
3. The reasonable damages to the City for the injury to, destruction of, or loss of City property, including parks and roads, resulting from a hazardous condition caused by that person, including the costs of assessing the injury, destruction or loss.

6-13-5 NOTIFICATIONS.

1. A person manufacturing, storing, handling, transporting, or disposing of a hazardous substance shall notify the State Department of Natural Resources and the Fire Department or Sheriff's Department of the occurrence of a hazardous condition as soon as possible but not later than six (6) hours after the onset of the hazardous condition. The Fire Chief or Sheriff shall immediately notify the Department of Natural Resources.
2. Any other person who discovers a hazardous condition shall notify the Sheriff's Department or Fire Department, which shall then notify the Department of Natural Resources.

6-13-6 POLICE AUTHORITY. If the circumstances reasonably so require, the law enforcement officer or an authorized representative may:

1. Evacuate persons from their homes to areas away from the site of a hazardous condition, and
2. Establish perimeters or other boundaries at or near the site of a hazardous condition and limit access to cleanup personnel.

No person shall disobey an order of any law enforcement officer issued under this section.

6-13-7 LIABILITY. The City shall not be liable to any person for claims of damages, injuries, or losses resulting from any hazardous condition, unless the City is the responsible person as defined in Section 36.02[4].

TITLE 7 MOTOR VEHICLES AND TRAFFIC

7-1 Administration of Traffic Code

7-1-1 Title:

Title 7 of this Code of Ordinances may be known and cited as the "Grimes Traffic Code."

7-1-2 Definitions:

Where words and phrases used in the Traffic Code are defined by State law, such definitions apply to their use in said Traffic Code and are adopted by reference. Those definitions so adopted that need further definition or are reiterated, and other words and phrases used herein, have the following meanings:

Business District means the territory contiguous to and including the following designated streets:

- A. Highway 44 from 1st Street to Prairie Creek Drive;
- B. SE Main Street from SE Sixth Street to 1st Street;
- C. 1st Street from Little Beaver Drive to Destination Drive.

Park or Parking means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

Peace Officer means every officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

(Code of Iowa, Sec. 321.1[50])

Residence District means the territory contiguous to and including a highway not comprising a business, suburban or school district, where forty percent (40%) or more of the frontage on such a highway for a distance of three hundred (300) feet or more is occupied by dwellings or by dwellings and buildings in use for business.

(Code of Iowa, Sec. 321.1[63])

School District means the territory contiguous to and including a highway for a distance of two hundred (200) feet in either direction from a school house.

(Code of Iowa, Sec. 321.1[70])

Stand or Standing means the halting of a vehicle, whether occupied or not, otherwise than for the purpose of and while engaged in receiving or discharging passengers.

Stop means when required, the complete cessation of movement.

Stopping means when prohibited, any halting of a vehicle, even momentarily, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or traffic control sign or signal.

Suburban District means all other parts of the City not included in the business, school or residence districts.

(Code of Iowa, Sec. 321.1[79])

Traffic Control Device means all signs, signals, markings, and devices not inconsistent with this chapter, lawfully placed or erected for the purpose of regulating, warning, or guiding traffic.

Vehicle means every device in, upon or by which any person or property is or may be transported or drawn upon a public highway, street or alley.

(Code of Iowa, Sec. 321.1[90])

7-1-3 Administration and Enforcement:

Provisions of this chapter and State law relating to motor vehicles and law of the road are enforced by the peace officer.

7-1-4 Power to Direct Traffic:

A peace officer, and, in the absence of a peace officer, any officer of the Fire Department when at the scene of a fire, is authorized to direct all traffic by voice, hand or signal in conformance with traffic laws.

In the event of an emergency, traffic may be directed as conditions require, notwithstanding the provisions of the traffic laws.

(Code of Iowa, Sec. 102.4 & 321.236[2])

7-1-5 Traffic Accidents: Reports:

The driver of a vehicle involved in an accident within the limits of the City shall file a report as and when required by the Iowa Department of Transportation. A copy of this report shall be filed with the City for the confidential use of peace officers and shall be subject to the provisions of Section 321.271 of the Code of Iowa.

(Code of Iowa, Sec. 321.273 & 321.274)

7-1-6 Peace Officers Authority:

Any peace officer is authorized to stop any vehicle to require exhibition of the driver's motor vehicle license, to serve a summons or memorandum of traffic violation, to inspect the condition of the vehicle, to inspect the vehicle with reference to size, weight, cargo, bills of lading or other manifest of employment, tires and safety equipment, or to inspect the registration certificate, the compensation certificate, travel order, or permit of such vehicle.

(Code of Iowa, Sec. 321.492)

7-1-7 Obedience to Peace Officers:

No person shall willfully fail or refuse to comply with any lawful order or direction of any peace officer invested by law with authority to direct, control, or regulate traffic.

(Code of Iowa, Sec. 321.229)

7-1-8 Parades Regulated:

No person shall conduct or cause any parade on any street except as provided herein:

1. "Parade" Defined. "Parade" means any march or procession of persons or vehicles organized for marching or moving on the streets in an organized fashion or manner or any march or procession of persons or vehicles represented or advertised to the public as a parade.
2. Approval Required. No parade shall be conducted without first obtaining approval from the Council. The person organizing or sponsoring the parade shall provide a description of the time and date for the parade and the streets or general route therefore, and any approval given to such person includes all participants in the parade, provided they have been invited to participate. No fee shall be required for such approval.
3. Parade Not a Street Obstruction. Any parade for which approval has been given and the persons lawfully participating therein shall not be deemed an obstruction of the streets, notwithstanding the provisions of any other ordinance to the contrary.
4. Control by Police and Fire Fighters. Persons participating in any parade shall at all times be subject to the lawful orders and directions in the performance of their duties of law enforcement personnel and members of the Fire Department.

7-2 Traffic Control Devices

7-2-1 Traffic Control Devices:

The Public Works Department, at the direction of the City Administrator, shall determine locations for placement of, and the Council shall establish by resolution, and cause to be placed and maintained, appropriate traffic control devices to indicate parking spaces and zones, no parking zones, limited parking zones, reserved parking zones, loading zones, safety zones, school zones, hospital zones, quiet zones, traffic zones other than the above, truck routes, school stops, stop intersections, yield right-of-way intersections, one-way streets, streets to be laned for traffic and play streets. The Council shall also have the power to designate and indicate by resolution intersections at which traffic shall be controlled by traffic signals; intersections at which left turns, right turns and U-turns shall be prohibited; and intersections at which markers, buttons or other indications shall be placed to indicate the course to be traveled by vehicles traversing or turning at such intersections.

7-2-2 Installation:

The City Administrator shall cause to be placed and maintained traffic control devices to carry out the provisions of the Traffic Code of the City under State law or to regulate, guide or warn traffic. The City shall keep a record of all such traffic control devices.

(Code of Iowa, Sec. 321.254 & 321.255)

7-2-3 Compliance:

No driver of a vehicle shall disobey the instructions of any official traffic control device placed in accordance with the provisions of this Traffic Code unless at the time otherwise directed by a peace officer.

(Code of Iowa, Sec. 321.256)

7-2-4 Crosswalks:

The Public Works Department is hereby authorized to designate and maintain crosswalks by appropriate traffic control devices at intersections where, due to traffic conditions, there is particular danger to pedestrians crossing the street or roadway, and at such other places as traffic conditions require.

(Code of Iowa, Sec. 372.13[4] & 321.255)

7-2-5 Traffic Lanes:

Where traffic lanes have been marked on street pavements at such places as traffic conditions require, it shall be unlawful for the operator of any vehicle to fail or refuse to keep such vehicle within the boundaries of any such lane except when lawfully passing another vehicle or preparatory to making a lawful turning movement.

(Code of Iowa, Sec. 372.13[4] & 321.255)

7-2-6 Necessity of Signs:

No provision of this Traffic Code for which signs are required shall be enforced against an alleged violator if, at the time and place of the alleged violation, an official sign is not in a viewable position and sufficiently legible to an ordinarily observant person.

7-2-7 Moving or Damaging Devices:

It is unlawful for any person to move, deface or otherwise damage any sign, signal or other traffic control device placed upon the streets of the City.

7-2-8 Standards:

Traffic control devices shall comply with standards established by The Manual of Uniform Traffic Control Devices for Streets and Highways.

(Code of Iowa, Sec. 321.255)

7-3 Traffic Code General Regulations

7-3-1 Violation of Regulations:

Any person who willfully fails or refuses to comply with any lawful order of a peace officer or direction of a Fire Department officer during a fire, or who fails to abide by the provisions of this chapter and the applicable provisions of the following Iowa statutory laws relating to motor vehicles and the statutory law of the road is in violation of this chapter. These sections of the Code of Iowa are adopted by reference and are as follows:

1. Display of Registration and License to Drive: 321.32, 321.37, 321.98, 321.174, 321.193, 321.216 and 321.218 through 321.224.
2. Obedience to a Peace Officer and Responsibility of Public Officers, Emergency Vehicles, All Terrain Vehicles, Golf Carts and Bicycles to Obey Traffic Regulations, Radar Jamming Devices, Road Workers: 321.229 through 321.234A and 321.247.
3. Traffic Signs, Signals and Markings: 321.256 through 321.260.
4. Accidents and Accident Reporting: 321.261 through 321.268.
5. Operation of Motorcycles and Motorized Bicycles: 321.275.
6. Drag Racing, Speed, Control of Vehicle and Minimum Speed: 321.278, 321.285 through 321.288, 321.294, and 321.295, 321.382 and 321.383.
7. Driving on Right, Meeting, Overtaking, Following or Towing: 321.297 through 321.310.
8. Turning and Starting, Signals on Turning and Stopping: 321.311 through 321.318.
9. Right-of-Way: 321.319 through 321.324.
10. Pedestrian Rights and Duties and Safety Zones: 321.325 through 321.334 and 321.340.
11. Railroad Crossings: 321.341 through 321.344.
12. Stopping, Standing, Parking: 321.353 through 321.361.
13. Unattended Vehicle, Obstructing Driver's View, Crossing Median, Following Fire Apparatus, or Crossing Fire Hose, and Putting Glass, Etc., on Streets: 321.362 through 321.371.
14. School Buses: 321.372.
15. Lighting Equipment Required and Time of Use: 321.384 through 321.398, 321.402 through 321.409, 321.415, 321.417 through 321.424. In accordance with authorization granted by Section 321.395, Code of Iowa, motor vehicles parked upon any street where permitted by this chapter need not display required lights where there is sufficient light emitted from City street lights to reveal any person or object within a distance of five hundred (500) feet upon such street.
16. Brakes, Horns, Sirens, Mufflers, Wipers, Mirrors, Tires, Flares, Windows, Safety Belts, and Special Markings for Transporting Explosives: 321.430 through 321.434; 321.436 through 321.443; 321.445 and 321.466; and 321.449 and 321.450.

17. Size, Weight and Load: 321.452 through 321.463, 321.465, 321.466, and 321.471 through 321.473.

18. Unsafe Vehicles: 321.240 and 321.381.

7-3-2 Vehicles on Sidewalks:

The driver of a vehicle shall not drive upon or within any sidewalk area except at a driveway.

7-3-3 Clinging to Vehicle:

No person shall drive a motor vehicle on the streets of the City unless all passengers of said vehicle are inside the vehicle in the place intended for their accommodation. No person shall ride on the running board of a motor vehicle or in any other place not customarily used for carrying passengers. No person riding upon any bicycle, coaster, roller skates, in-line skates, sled or toy vehicle shall attach the same or himself or herself to any vehicle upon a roadway.

7-3-4 Quiet Zones:

Whenever authorized signs are erected indicating a quiet zone, no person operating a motor vehicle within any such zone shall sound the horn or other warning device of such vehicle except in an emergency.

7-3-5 Funeral Processions:

Upon the immediate approach of a funeral procession, the driver of every other vehicle, except an authorized emergency vehicle, shall yield the right-of-way. An operator of a motor vehicle which is part of a funeral procession shall not be charged with violating traffic rules and regulations relating to traffic signals and devices while participating in the procession unless the operation is reckless.

(Code of Iowa, Sec. 321.324A)

7-3-6 Tampering with Vehicle:

It is unlawful for any person, either individually or in association with one or more other persons, willfully to injure or tamper with any vehicle or break or remove any part or parts of or from a vehicle without the consent of the owner.

7-3-7 Eluding or Attempting to Elude Pursuing Law Enforcement Vehicle:

No driver of a motor vehicle shall willfully fail to bring the motor vehicle to a stop or otherwise elude or attempt to elude a marked official law enforcement vehicle driven by a uniformed peace officer after being given a visual or audible signal to stop and in doing so exceed the speed limit by twenty-five (25) miles per hour or more. The signal given by the peace officer shall be by flashing red light or by flashing red and blue lights, and siren.

(Code of Iowa, Sec. 321.279)

7-3-8 Obstructing View at Intersections:

It is unlawful to allow any tree, hedge, billboard or other object to obstruct the view of an intersection by preventing persons from having a clear view of traffic approaching the intersection from cross streets. Any such obstruction shall be deemed a nuisance and in addition to the standard penalty may be abated in the manner provided by Chapter 50 of this Code of Ordinances.

7-3-9 Reckless Driving:

No person shall drive a vehicle in such manner as to indicate a willful or wanton disregard for the safety of persons or property.

(Code of Iowa, Sec. 321.277)

7-3-10 Excessive Acceleration:

It is unlawful for any person in the operation of a motor vehicle, including motorcycles, to so accelerate such vehicle as to cause audible noise by the friction of the tires on the pavement or to cause the tires of the vehicle to leave skid marks on the pavement, or to cause the wheel of a motorcycle to leave the ground more than two (2) inches, except when such acceleration is reasonably necessary to avoid a collision.

7-3-11 Engine Brakes and Compression Brakes:

1. It shall be unlawful for the driver of any vehicle to use or operate or cause to be used or operated within the City of Grimes, Iowa, any engine brake, compression brake, or mechanical exhaust device designed to aid in the braking or deceleration of any vehicle that results in loud, unusual or explosive noise from such vehicle, except in response to an imminent traffic accident.
2. The usage of an engine brake, compression brake or mechanical exhaust device designed to aid in braking or deceleration in such a manner so as to be audible at a distance of three hundred (300) feet from the motor vehicle shall constitute evidence of a prima facie violation of this section.
3. The scheduled fine for a violation of this Section shall be determined by the City fee schedule as adopted by resolution from time to time by City Council.

7-4 Speed Regulations

7-4-1 General:

Every driver of a motor vehicle on a street shall drive the same at a careful and prudent speed not greater than nor less than is reasonable and proper, having due regard to the traffic, surface and width of the street and of any other conditions then existing, and no person shall drive a vehicle on any street at a speed greater than will permit him to bring it to a stop within the assured clear distance ahead, such driver having the right to assume, however, that all persons using said street will observe the law.

7-4-2 Business District:

A speed in excess of twenty (20) miles per hour in the business district, unless specifically designated otherwise in this chapter, is unlawful.

(Code of Iowa, Sec. 321.285[1])

7-4-3 Residence or School District:

A speed in excess of twenty-five (25) miles per hour in any school or residence district, unless specifically designated otherwise in this chapter, is unlawful.

(Code of Iowa, Sec. 321.285[2])

7-4-4 Suburban Districts:

A speed in excess of forty-five (45) miles per hour in any suburban district, unless specifically designated otherwise in this chapter, is unlawful.

(Code of Iowa, Sec. 321.285[4])

7-4-5 Parks, Cemeteries and Parking Lots:

A speed in excess of fifteen (15) miles per hour in any public park, cemetery or parking lot, unless specifically designated otherwise in this chapter, is unlawful.

(Code of Iowa, Sec. 321.236[5])

7-4-6 Minimum Speed:

No person shall drive a motor vehicle at such a slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation, or in compliance with the law.

(Code of Iowa, Sec. 321.294)

7-4-7 Emergency Vehicles:

The speed limitations set forth in this chapter do not apply to authorized emergency vehicles when responding to emergency calls and the drivers thereof sound audible signal by bell, siren or whistle. This provision does not relieve such driver from the duty to drive with due regard for the safety of others.

(Code of Iowa, Sec. 321.231)

7-4-8 Special Speed Restrictions:

In accordance with requirements of the Iowa State Department of Transportation, or whenever the Council shall determine upon the basis of an engineering and traffic investigation that any speed limit herein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of the City street system, the Council shall determine and adopt by ordinance such higher or lower speed limit as it deems reasonable and safe at such location.

(Code of Iowa, Sec. 321.290)

7-4-9 Northridge School Area:

With regard to the Northridge Elementary School location at 400 NW 27th Street, it shall be unlawful to speed in excess of twenty-five (25) miles per hour on NW 27th Street directly adjacent to the school when the blinking speed sign indicates a speed limit of twenty-five (25) miles per hour, and it shall be unlawful to speed in excess of thirty-five (35) miles per hour when the blinking speed sign is not illuminated on NW 27th Street directly adjacent to the school.

7-4-10 NE 27th Street:

It shall be unlawful for motor vehicle traffic on NE 27th Street from the North James Street intersection east to a point 200 feet east of the intersection with NE Chevalia Drive to exceed a speed of thirty-five (35) miles per hour.

7-5 Turning Regulations

7-5-1 Authority to Mark:

The Council may cause markers, buttons or signs to be placed within or adjacent to intersections and thereby require and direct, as traffic conditions require, that a different course from that specified by the State law be traveled by vehicles turning at an intersection, and when markers, buttons or signs are so placed, no driver of a vehicle shall turn a vehicle at an intersection other than as directed and required by such markers, buttons or signs.

(Code of Iowa, Sec. 321.311)

7-5-2 U-Turns:

It is unlawful for a driver to make a U-turn except at an intersection, however, U-turns are prohibited within the business district and at any intersection where a sign prohibiting U-turns is posted in accordance with Chapter 7-2 of this Traffic Code.

(Code of Iowa, Sec. 321.255)

7-5-3 Left Turn for Parking:

No person shall make a left hand turn, crossing the centerline of the street, for the purpose of parking on said street.

7-6 Stop or Yield Required

7-6-1 Stop or Yield:

Every driver of a vehicle shall stop or yield as directed by traffic control devices posted in accordance with Chapter 7-2 of this Traffic Code.

7-6-2 School Stops:

At any school crossing zone, every driver of a vehicle approaching said zone shall bring the vehicle to a full stop at a point ten (10) feet from the approach side of the crosswalk marked by an authorized school stop sign and thereafter proceed in a careful and prudent manner until the vehicle shall have passed through such school crossing zone.

(Code of Iowa, Sec. 321.249)

7-6-3 Stop before Crossing Sidewalk:

The driver of a vehicle emerging from a private roadway, alley, driveway, or building shall stop such vehicle immediately prior to driving onto the sidewalk area and thereafter shall proceed into the sidewalk area only when able to do so without danger to pedestrian traffic and shall yield the right-of-way to any vehicular traffic on the street into which the vehicle is entering.

(Code of Iowa, Sec. 321.353)

7-6-4 Stop when Traffic is Obstructed:

Notwithstanding any traffic control signal indication to proceed, no driver shall enter an intersection or a marked crosswalk unless there is sufficient space on the other side of the intersection or crosswalk to accommodate the vehicle.

7-6-5 Yield to Pedestrian in Crosswalks:

Where traffic control signals are not in place or in operation, the driver of a vehicle shall yield the right-of-way, slowing down or stopping, if need be, to yield to a pedestrian crossing the roadway within any marked crosswalk or within any unmarked crosswalk at an intersection.

(Code of Iowa, Sec. 321.327)

7-7 Load and Weight Restrictions

7-7-1 Temporary Embargo:

If the Council declares an embargo when it appears by reason of deterioration, rain, snow or other climatic conditions that certain streets will be seriously damaged or destroyed by vehicles weighing in excess of an amount specified by the signs, no such vehicles shall be operated on streets so designated by such signs erected in accordance with Chapter 7-2 of this Traffic Code.

(Code of Iowa, Sec. 321.471 & 472)

7-7-2 Special Permits:

Motor vehicles, trucks and commercial vehicles may operate on the streets of the City in violation of this chapter if a permit is issued by the City Administrator or designee. In applying for a permit, the vehicle operator must provide the City Administrator with a written application which states the weight of the vehicle, the date or dates of operation, and the requested vehicle route. The City Administrator may grant the permit as long as the City Administrator determines that the public will not be endangered and there will not be undue damage to the streets or roads. The charge for the permit shall be provided in accordance with the City fee schedule as adopted by resolution by City Council from time to time, and the operator of the vehicle shall have the permit available for inspection in the vehicle at the time the vehicle is operating on the roads or streets which have weight limitations.

7-7-3 Load Limits Upon Certain Streets:

When signs are erected giving notice thereof, no person shall operate any vehicle with a gross weight in excess of the amounts specified on such signs at any time upon any of the streets or parts of streets for which said signs are erected in accordance with Chapter 7-2 of this Traffic Code.

(Code of Iowa, Sec. 321.473 & 475)

7-7-4 Load Limits on Bridges:

Where it has been determined that any City bridge has a capacity less than the maximum permitted on the streets of the City, or on the street serving the bridge, the Council may cause to be posted and maintained signs, in accordance with Chapter 7-2, on said bridge and at suitable distances ahead of the entrances thereof to warn drivers of such maximum load limits, and no person shall drive a vehicle weighing, loaded or unloaded, upon said bridge in excess of such posted limit.

(Code of Iowa, Sec. 321.473)

7-7-5 Truck Route:

When truck routes have been designated in accordance with Chapter 7-2, any motor vehicle exceeding established weight limits shall comply with the following:

1. Use of Established Routes. Every such motor vehicle having no fixed terminal within the City or making no scheduled or definite stops within the City for the purpose of loading or unloading shall travel over or upon those streets within the City designated as truck routes and none other.
2. Deliveries Off Truck Route. Any such motor vehicle, when loaded or empty, having a fixed terminal, making a scheduled or definite stop within the City for the purpose of loading or unloading shall proceed over or upon the designated routes to the nearest point of its scheduled or definite stop and shall proceed thereto, load or unload and return, by the most direct route to its point of departure from said designated route.
3. Employer's Responsibility. The owner, or any other person, employing or otherwise directing the driver of any vehicle shall not require or knowingly permit the operation of such vehicle upon a street in any manner contrary to this section.

(Code of Iowa, Sec. 321.473)

7-8 Pedestrians

7-8-1 Walking in Street:

Pedestrians shall at all times, when walking on or along a street, walk on the left side of the street.

(Code of Iowa, Sec. 321.326)

7-8-2 Hitchhiking:

No person shall stand in the traveled portion of a street for the purpose of soliciting a ride from the driver of any private vehicle.

(Code of Iowa, Sec. 321.331)

7-8-3 Pedestrian Crossing:

Every pedestrian crossing a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to all vehicles upon the roadway.

(Code of Iowa, Sec. 321.328)

7-9 One-Way Traffic

7-9-1 One-Way Traffic:

When appropriate signs are in place, as provided for in Chapter 7-2 of this Traffic Code, vehicular traffic, other than permitted cross traffic, shall move only in the direction indicated on such signs.

(Code of Iowa, Sec. 321.236[4])

7-10 Parking Regulations

7-10-1 Parking Limited or Controlled:

Parking of vehicles shall be controlled or limited where so indicated by designated traffic control devices in accordance with Chapter 7-2. No person shall stop, park or stand a vehicle in violation of any such posted parking regulations unless in compliance with the directions of a peace officer.

7-10-2 Park Adjacent to Curb:

No person shall stand or park a vehicle in a roadway other than parallel with the edge of the roadway headed in the direction of lawful traffic movement and with the right-hand wheels of the vehicle within

eighteen (18) inches of the curb or edge of the roadway except as hereinafter provided in the case of angle parking and vehicles parked on the left-hand side of one-way streets.

(Code of Iowa, § 321.361)

7-10-3 Park Adjacent to Curb – One-way Street:

No person shall stand or park a vehicle on the left-hand side of a one-way street other than parallel with the edge of the roadway headed in the direction of lawful traffic movement and with the left-hand wheels of the vehicles within eighteen (18) inches of the curb or edge of the roadway except as hereinafter provided in the case of angle parking.

(Code of Iowa, § 321.361)

7-10-4 Angle Parking – Manner:

Upon those streets or portions of streets which have been signed or marked for angle parking, no person shall park or stand a vehicle other than at an angle to the curb or edge of the roadway or in the center of the roadway as indicated by such signs and marking. No part of any vehicle, or the load thereon, when parked within a diagonal parking district, shall extend into the roadway more than a distance of sixteen (16) feet when measured at right angles to the adjacent curb or edge of roadway.

(Code of Iowa, § 321.361)

7-10-5 Parking for Certain Purposes Illegal:

No person shall park a vehicle upon public property for more than forty-eight (48) hours or for any of the following principal purposes:

(Code of Iowa, § 321.235)

1. Sale. Displaying such vehicle for sale.
2. Repairing. For lubricating, repairing or for commercial washing of such vehicle except for such repairs as are necessitated by an emergency.
3. Advertising. Displaying advertising.
4. Merchandise Sales. Selling merchandise from such vehicle except in a duly established market place or when so authorized or licensed under the Code of Ordinances.
5. Storage. Storage or as junk or dead storage.

7-10-6 Parking Prohibited:

No one shall stop, stand or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or traffic control device, in any of the following places:

1. Crosswalk. On a crosswalk.

(Code of Iowa, § 321.236[1] & 321.358[5])

2. Center Parkway. On the center parkway or dividing area of any divided street.

(Code of Iowa, § 321.236[1])

3. Mailboxes. Within twenty (20) feet on either side of a mailbox which is so placed and so equipped as to permit the depositing of mail from vehicles on the roadway.

(Code of Iowa, § 321.236[1])

4. Sidewalks. On or across sidewalks.

(Code of Iowa, § 321.358[1])

5. Driveway. In front of a public or private driveway.

(Code of Iowa, § 321.358[1])

6. Intersection. Within, or within ten (10) feet of, an intersection of any street or alley.

(Code of Iowa, § 321.358[3])

7. Fire Hydrant. Within five (5) feet of a fire hydrant.

(Code of Iowa, § 321.358[4])

8. Stop Sign or Signal. Within ten (10) feet upon the approach to any flashing beacon, stop or yield sign, or traffic control signal located at the side of a roadway.

(Code of Iowa, § 321.358[6])

9. Railroad Crossing. Within fifty (50) feet of the nearest rail of a railroad crossing, except when parked parallel with such rail and not exhibiting a red light.

(Code of Iowa, § 321.358[9])

10. Fire Station. Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of said entrance when properly sign posted.

(Code of Iowa, § 321.358[9])

11. Excavations. Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic.

(Code of Iowa, § 321.358[10])

12. Double Parking. On the roadway side of any vehicle stopped or parked at the edge or curb of a street.

13. Hazardous Location. When, because of restricted visibility or when standing or parked vehicles would constitute a hazard to moving traffic, or when other traffic conditions require, the City Administrator may cause curbs to be painted with a yellow color and erect no parking or standing signs.

(Code of Iowa, § 321.358[13])

14. Theaters, Hotels and Auditoriums. A space of fifty (50) feet is hereby reserved at the side of the street in front of any theater, auditorium, hotel having more than twenty-five (25) sleeping rooms, hospital, nursing home, taxicab stand, bus depot, church or other building where large assemblages of people are being held, within such space, when clearly marked as such, no motor vehicle shall be left standing, parked or stopped except in taking on or discharging passengers or freight, and then only for such length of time as is necessary for such purpose.

(Code of Iowa, § 321.360)

15. Alleys. No person shall park a vehicle within an alley in such a manner or under such conditions as to leave available less than ten (10) feet or the width of the roadway for the free movement of vehicular traffic, and no person shall stop, stand or park a vehicle within an alley in such a position as to block the driveway entrance to any abutting property. The provisions of this subsection shall not apply to a vehicle parked in any alley which is eighteen (18) feet wide or less; provided said vehicle is parked to deliver goods or services.

(Code of Iowa, § 321.236[1])

16. Ramps. In front of a curb cut or ramp which is located on public or private property in a manner which blocks access to the curb cut or ramp.

(Code of Iowa, § 321.358[15])

17. Parking Between Curb and Lot Lines:

- A. Parking on un-curbed streets. Parking, standing and driving is prohibited on unpaved areas in the front or side-yards of principal residential buildings. Parking is allowed on existing gravel pads. The maintenance of any existing gravel pad or parking area in the public right-of-way shall be maintained solely at the owner's expense. Sidewalks are not considered paved areas where parking, standing or driving is permitted, but such activities are permitted on gravel driveways in existence as of May 1, 2006.
- B. Parking on curbed streets. Parking, standing and driving is prohibited on unpaved areas between the curb and the front property line and in the front or side-yards of principal residential buildings. Sidewalks are not considered paved areas where parking, standing or driving is permitted, but such activities are permitted on gravel driveways in existence as of May 1, 2006.

18. Parking along roadways designated as municipal collector streets in the following locations:

- A. Woodbine from SE 5th to SE 3rd. No parking along the east side of the street 100 feet either direction from where the extension of the mid line of SE 5th would intersect with the east curb.
- B. South 3rd from Woodbine to Gateway Drive.
- C. Gateway Drive in Final Plat 1, Grimes Crossing.

19. Fire Lanes. No person shall stop, stand or park any vehicle, except authorized emergency vehicles, in a designated fire lane.

7-10-7 Handicapped Parking:

The following regulations shall apply to the establishment and use of handicapped parking areas:

- 1. Establishment. Handicapped parking spaces shall be established and designated in accordance with Chapter 321 of the Code of Iowa and Iowa Administrative Code, 661-18. No unauthorized person shall establish any on-street handicapped parking space without first obtaining Council approval.
- 2. Improper Use. The use of a handicapped parking space, located on either public or private property, by a motor vehicle not displaying a handicapped identification device, displaying such device but not being used by a handicapped person, or in violation of the rules adopted under Section 321L.8 of the Code of Iowa, constitutes improper use of a handicapped identification device, which is a misdemeanor.

(Code of Iowa, § 321L.4[2])

7-10-8 Illegal Off-Street Parking:

No person shall drive, stop, stand or park a vehicle onto or upon privately owned property or area developed as an off-street parking facility without the consent of the owner, lessee or person in charge of the privately owned property or facility. A violation of this provision shall place such vehicle in the status of an illegally parked vehicle and, upon complaint of the owner, lessee or person in charge of the property or facility, the vehicle may be dealt with pursuant to this Code of Ordinances.

7-10-9 Private Off-Street Parking Facilities:

It is the duty of the property owner, lessee or person in charge of a privately owned off-street parking facility to erect appropriate signs giving notice of any restriction regarding the use of the private parking facility by vehicle operators. This regulation and any restriction placed on the use of the private parking facility by the owner shall not be effective unless such signs are erected and in place at the time of the alleged offense. When warning signs are so erected giving notice of any restrictions in the use of the private parking facility, no person shall disobey the restriction stated on the warning signs or be subject to the sanctions provided under this Code of Ordinances.

7-10-10 Truck Parking Limited:

No person shall park a motor truck, semi-trailer, or other motor vehicle with trailer attached in violation of the following regulations. The provisions of this section shall not apply to pick-ups, non-commercial light delivery, or non-commercial panel delivery trucks.

(Code of Iowa, § 321.236[1])

1. Business or Residential Districts. Excepting only when such vehicles are actually engaged in the delivery or receiving of merchandise or cargo, no person shall park or leave unattended such vehicle in any streets abutting property zoned "R-1", "R-2", "R-3", "C-2", and "C-3". When actually receiving or delivering merchandise or cargo such vehicle shall be stopped or parked in a manner which will not interfere with other traffic.
2. Livestock. No such vehicle containing livestock shall be parked on any street, alley or highway for a period of time more than thirty (30) minutes.
3. Diagonal Parking Areas. No such vehicles shall be left unattended or parked in any diagonal or angle-parking district.
4. Two-hour Limit. No such vehicle shall be left unattended or parked on any public street for a period of time in excess of two (2) hours.
5. Public Off-Street Parking. No such vehicle shall be left unattended or parked in a twenty-four (24) hour public off-street parking zone.
6. Semi-trailers and Special Mobile Equipment. It shall be unlawful to park a trailer, semi-trailer, implement of husbandry, special mobile equipment, mobile home or travel trailer, except bicycles, in a twenty-four (24) hour public off-street parking zone.
7. No person shall park any trailer not attached to a motor vehicle on any city street or public property.

7-10-11 Snow Removal:

No person shall park or allow a vehicle to remain parked on a public street in the City during a winter storm event declared by the City. Vehicles shall be removed immediately upon the announcement that the snow ordinance is in effect. The City Administrator or designee shall be responsible for determining when a snow or ice event will require vehicles to be removed from street parking in order to facilitate safe and efficient treatment or removal of snow or ice. Upon the declaration of the snow ordinance the City Administrator or designee shall establish a time when the enforcement of this ordinance shall begin and end. The City Administrator or designee is empowered to contact the designated media source when the snow ordinance is established and shall publish said designated media source in accordance with Section 2-4-5. The City Administrator or designee is also empowered to end the prohibition on parking and shall notify media sources when that occurs if different than the established timeframe.

7-10-12 Parking Signs Required:

Whenever by this chapter or any other section of the Code of Ordinances any parking time limit is imposed or parking is prohibited on designated streets or portions of streets it is the duty of the Public Works Department to erect appropriate signs giving notice thereof and no such regulations are effective unless signs are erected giving notice thereof; no person shall disobey the restrictions stated on such signs.

(Code of Iowa, § 321.255 & 321.256)

7-10-13 Recreational Vehicle Parking Prohibited:

No person shall park a travel trailer, fifth wheel travel trailer or motor home, as defined in Iowa Code § 321.1(39), upon any roadway, unless in compliance with the directions of a peace officer.

7-10-14 Offenses by Owner:

It is unlawful for the owner or any other person employing or otherwise directing the driver of a vehicle to require or knowingly permit the stopping, standing, or parking of any vehicle upon the highway in any manner contrary to law. The owner of a vehicle shall not be held responsible for a violation of a provision regulating the stopping, standing or parking of a vehicle, whether the provision is contained in this chapter, or the Code of Iowa or an ordinance or other regulation or rule if the owner establishes that at the time of the violation, the vehicle was in the custody of an identified person other than the owner pursuant to a lease as defined in Chapter 321F, Code of Iowa. The furnishing to the administrative review panel or the Clerk of District Court of Polk County, Iowa, where the charge is pending of a copy of the certificate of responsibility prescribed in § 321F.6 that was in effect for the vehicle at the time of the alleged violation shall be prima facie evidence that the vehicle was in custody of an identified person other than the owner within the meaning of this chapter, and the charge against the owner shall be dismissed. If a peace officer has reasonable cause to believe the driver of a motor vehicle has violated any section of this chapter, the officer may request any owner of the motor vehicle to supply information identifying the driver to the best of his or her ability. However, the owner of the vehicle is not required to supply information to the officer if the owner believes the information to be self-incriminating.

7-10-15 Notice on Illegally Parking Vehicles:

Whenever any motor vehicle without a driver is found parked or stopped in violation of any of the restrictions imposed by this chapter or any other City ordinance or State law, the officer or designated City employee finding such vehicle shall take the registration number and may take any other information displayed on the vehicle which may identify its owner or user and shall conspicuously affix to such vehicle a citation complaint in writing on a form as provided in Section 7-10-18 for the owner to appear to the charge against him or her at the City Clerk's office or in the District Court of Polk County, Iowa as designated in the citation complaint.

7-10-16 Habitual Violator:

A delinquent parking citation complaint is one which has not been paid within 30 days of the date upon which the violation occurred. Any person who has allowed four or more overtime and/or illegal parking citation complaints issued on a motor vehicle or registration plate to become delinquent shall be deemed a habitual violator. No person shall park a vehicle and permit it to remain standing upon any public street or public metered lot or City owned parking lot when there are four or more delinquent parking citation complaints outstanding against that vehicle. A violation of this provision shall place the status of an illegally parked vehicle and the vehicle may be removed and impounded by any reasonably necessary means. Impounded vehicles shall be stored in the location designated by the City in compliance with this chapter.

7-10-17 Form and Use of Parking Citation:

Parking citation complaints shall be issued by any lawfully designated personnel upon serially numbered sets of parking citation complaint forms. Each copy of each citation complaint form shall be used as follows: one to be used as a notice of violation to be delivered to the owner of the vehicle; one to be placed on or affixed to the illegally parked vehicle; one to be placed on file with the City Clerk which may be proceeded upon as a simple notice pursuant to § 321.236, Code of Iowa, which, if admitted, may be paid to the City Clerk as specified on the citation complaint or which, if denied, shall be sworn by an officer as an information and filed in the District Court of Polk County, Iowa upon the filing of a written request to receive a date for entering a court appearance and plea as provided in this chapter; and one to be retained for record purposes by the City Clerk. Citation complaints which are denied as provided in this chapter shall be filed in traffic division of the Clerk of District Court of Polk County, Iowa and prosecuted pursuant to law.

7-10-18 Payment or Contest of Parking Citation Complaints:

Parking citation complaints shall be paid at the office of the City Clerk within 30 days of issue unless the owner of the vehicle contests the parking citation complaint by filing a written request within seven days of the issuance of the citation for administrative review or for any appearance date before the District Court of Polk County, Iowa. The written request for administrative review shall be filed in the office of the City Clerk and shall stop the running of the 30-day period for payment. Upon a decision of the administrative review panel to uphold the parking citation complaint, the period for payment set out in this Chapter shall resume.

7-10-19 Administrative Review Panel:

An administrative review panel comprised of the City Clerk or the City Clerk's designee as chairperson of the panel and two other City employees appointed by the Mayor to serve upon such panel shall, at the written request of the owner of the vehicle, review the facts and circumstances upon which the citation was issued and shall decide whether the parking citation complaint should be voided or should be upheld.

7-10-20 Action Following Administrative Review:

If the administrative review panel determines the parking citation complaint should be voided, such action shall be promptly taken by the City Clerk. If the administrative review panel upholds the parking citation complaint, it shall be paid within the period set out in this chapter, unless the owner of the vehicle wishes to deny the parking citation complaint and files with the City Clerk within seven business days of the administrative review panel's decision a written request to receive a date upon which to appear and enter a plea to the parking citation complaint before the District Court of Polk County, Iowa. Failure to timely pay a parking citation complaint after administrative review or to timely request an appearance date shall render the parking citation complaint delinquent and subject to the provisions of this chapter.

7-10-21 Assignment of Court Appearance Date:

Upon the written request of the owner of the vehicle filed under 7-10-20 the City Attorney shall fix a date upon which an appearance and plea to the charges contained in the parking citation complaint must be entered in the District Court. The City Attorney shall forward and file the citation complaint in the Traffic Division of the office of the Clerk of District Court and provide notice of this fact to the person filing an appeal and the owner of the vehicle involved.

7-10-22 Failure to Pay or to Contest:

Failure to pay a parking citation complaint within 30 days of its issuance or timely contest such citation under the provisions of this Chapter shall render the charges contained therein admitted.

7-10-23 Redemption of Impounded Vehicle:

- A. The registered owner or person having legal entitlement to possession of a motor vehicle impounded pursuant to this chapter may claim the vehicle by paying the City's impoundment contractor in an amount sufficient to cover all charges attributable to the impoundment and storage of the vehicle. If a hearing pursuant to this subchapter is held and an administrative panel determines there was no probable cause to impound a vehicle, the costs attributable to the impoundment shall be refunded upon presentation to the City Treasurer a Certificate of No Probable Cause issued by the City and the bond receipt.
- B. In the event a motor vehicle was impounded pursuant to this chapter, all delinquent parking citation complaints must be satisfied.
- C. In the event a vehicle is not claimed until after a hearing requested under this subchapter, the vehicle may be claimed (1) upon payment of all charges referred in the subsection and (2) upon presentation of a Certificate of No Probable Cause within two working days of its issuance to the party in possession of the vehicle.
- D. Failure to timely present said Certificate will result in assumed liability on the part of the owner or person having legal entitlement to possess the vehicle for all related storage charges.

7-10-24 Failure of an Owner to Claim an Impounded Vehicle:

If an impounded vehicle is not claimed by the owner within 10 days after impoundment, the unclaimed vehicle shall be placed in the status of and shall be deemed an abandoned vehicle as provided by State law and Chapter 7-14 of the Grimes City Code of Ordinances.

7-10-25 Notice of Impoundment:

When a vehicle has been impounded pursuant to this chapter, the registered owner of the vehicle shall be sent by certified mail to the owner's last known address within 72 hours of the impoundment, excluding weekends and holidays, a notice of the impoundment along with a description of any personal property contained within the vehicle and of the right of a hearing pursuant to this chapter. Notice personally presented within the period to said owner or person having legal entitlement to possess shall satisfy the mailing requirement.

7-10-26 Right to a Hearing:

The registered owner or person having legal entitlement to possession of a vehicle impounded pursuant to this subchapter has a right to a post-seizure administrative hearing before an administrative review panel under this chapter to determine whether there was probable cause to impound the vehicle and any personal property contained within the vehicle, provided the registered owner or person having legal entitlement to possess files a written demand with the City Clerk's office within ten days of the impoundment. A copy of this section of the Grimes City Code of Ordinances shall be given to a person requesting a hearing. Failure to request a hearing within such time period or to attend a post-seizure hearing shall be deemed a waiver of the rights of such a hearing. A post-seizure administrative hearing shall be conducted within a reasonable period of time not to exceed 15 business days from the date of the receipt of a written demand therefore. The sole issue before the administrative review panel shall be whether there was probable cause to impound the vehicle and personal property contained within the vehicle in question. Probable cause to impound shall mean such a state of facts as would lead a

reasonable person or ordinary care and prudence to believe there was a breach of law for which the vehicle may be removed and impounded. The decision by the administrative review panel regarding impoundment may be appealed provided the registered owner or person having legal entitlement to possession of the impounded vehicle files a written notice of appeal with the City Clerk's office within seven days of the hearing officer's decision. Failure to file a written notice of appeal within such period shall be deemed a waiver of the right of appeal and the decision of the administrative review panel shall be final.

7-10-27 Appeal Process for Impounded:

An appeal for an impounded vehicle shall be considered and a decision rendered by the City Council at the next City Council meeting after the filing of a written notice of appeal. The time for considering an appeal may be extended for good cause. The sole issue before the Council shall be whether the decision of the administrative review panel was supported by sufficient evidence. If the City Council finds no probable cause for impoundment, the administrative review panel or other designee of the City Council shall issue a Certificate of No Probable Cause. The decision shall in no way effect any criminal proceedings in connection with the impoundment in question. Criminal charges, if any, may only be challenged in the appropriate court.

7-10-28 Bids for Private Storage and Designation by Council:

At least once a year the City Council shall take bids from privately owned garages and other enterprises for schedules of fees for towing and storing impounded vehicles or vehicles taken because of being illegally parked. Thereupon, the City Council shall designate such of the bidders as shall be geographically located to tow and store such vehicles at minimum cost if the City facilities are not available for towing and/or storing vehicles to be impounded. The Mayor is hereby authorized to direct the private garage designated to be the storage place for the City. Such garage is hereby authorized to retain the vehicle until the fees for towing and storage of the basis of their bid shall be paid.

7-11 Traffic Code – Enforcement Procedures

7-11-1 Arrest or Citation:

Whenever a peace officer has reasonable cause to believe that a person has violated any provision of the Traffic Code, such officer may:

1. Immediate Arrest. Immediately arrest such person and take such person before a local magistrate, or
2. Issue Citation. Without arresting the person, prepare in quintuplicate a combined traffic citation and complaint as adopted by the Iowa Commissioner of Public Safety and deliver the original and a copy to the court where the defendant is to appear, two copies to the defendant and retain the fifth copy for the records of the City.

(Code of Iowa, Sec. 805.6, 321.485)

7-11-2 Scheduled Violations:

For violations of the Traffic Code which are designated by Section 805.8 of the Code of Iowa to be scheduled violations, the scheduled fine for each of those violations shall be as specified in Section 805.8 of the Code of Iowa.

(Code of Iowa, Sec. 805.6, 805.8)

7-11-3 Parking Violations: Alternate:

Admitted violations of parking restrictions imposed by this Code of Ordinances may be charged upon a simple notice of a fine payable at the office of the City Clerk. The simple notice of a fine shall be in the amount determined by the City fee schedule as adopted by resolution from time to time by City Council based on the type of parking violation: general parking violations, fire lane parking violations, handicap parking violations, and violations for the snow ordinance. Failure to pay the simple notice of a fine shall be grounds for the filing of a complaint in the District Court.

(Code of Iowa, Sec. 321.236[1a], 805.8A[1c])

7-11-4 Parking Violations: Vehicle Unattended:

When a vehicle is parked in violation of any provision of this code, and the driver is not present, the notice of fine or citation as herein provided shall be attached to the vehicle in a conspicuous place.

7-11-5 Presumption in Reference to Illegal Parking:

In any proceeding charging a standing or parking violation, a prima facie presumption that the registered owner was the person who parked or placed such vehicle at the point where, and for the time during which, the violation occurred, shall be raised by proof that:

1. Described Vehicle. The particular vehicle described in the information was parked in violation of this chapter, and
2. Registered Owner. The defendant named in the information was the registered owner at the time in question.

7-11-6 Impounding Vehicles:

A peace officer is hereby authorized to remove, or cause to be removed, a vehicle from a street, public alley, public parking lot or highway to the nearest garage or other place of safety, or to a garage designated or maintained by the City, under the circumstances hereinafter enumerated:

1. Disabled Vehicle. When a vehicle is so disabled as to constitute an obstruction to traffic and the person or persons in charge of the vehicle are by reason of physical injury incapacitated to such an extent as to be unable to provide for its custody or removal.
2. Illegally Parked Vehicle. When a vehicle is upon a roadway and is so disabled as to constitute an obstruction to traffic and the person or persons in charge of the vehicle are by reason of physical injury incapacitated to such an extent as to be unable to provide for its custody or removal.
3. Snow Removal. When any vehicle is left parked in violation of the snow ordinance. To that end, no person shall park a vehicle on a street, public alley, public parking lot, or highway except to load or unload the same while the snow ordinance is in effect.
4. Parked Over Forty-eight Hour Period. When any vehicle is left parked for a continuous period of forty-eight (48) hours or more. A diligent effort shall first be made to locate the owner. If the owner is found the owner shall be given an opportunity to remove the vehicle.
5. Costs. In addition to the standard penalties provided, the owner or driver of any vehicle impounded for the violation of any of the provisions of this chapter shall be required to pay the reasonable cost of towing and storage.

6. When any vehicle is left unattended upon a street and is so illegally parked as to constitute a definite hazard or obstruction to the normal movement of traffic.
7. When any vehicle is left parked on a resident's private property without the owner's consent. A diligent effort shall first be made to locate the owner. If the owner is found he shall be given the opportunity to remove the vehicle.

(Code of Iowa, Sec. 321.236[1])

7-12 All-Terrain Vehicles and Snowmobiles

7-12-1 Purpose:

The purpose of this chapter is to regulate the operation of all-terrain vehicles and snowmobiles within the City.

7-12-2 Definitions:

For use in this chapter the following terms are defined:

All-Terrain Vehicle or ATV means a motorized flotation-tire vehicle with not less than three (3) low pressure tires, but not more than six (6) low pressure tires, that is limited in engine displacement to less than one thousand (1,000) cubic centimeters and in total dry weight to less than one thousand two hundred (1,200) pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.

(Code of Iowa, Sec. 321I.1[17])

Snowmobile means a motorized vehicle weighing less than one thousand (1,000) pounds which uses sled-type runners or skis, endless belt-type tread, or any combination of runners, skis or tread, and is designed for travel on snow or ice.

(Code of Iowa, Sec. 321G.1[26])

7-12-3 General Regulations:

No person shall operate an ATV or snowmobile within the City in violation of the provisions of Chapters 321G and 321I of the Code of Iowa or rules established by the Natural Resource Commission of the Department of Natural Resources governing their registration, numbering, equipment and manner of operation.

(Code of Iowa, Ch. 321G, 321I)

7-12-4 Places of Operation:

The operators of ATV's and snowmobiles shall comply with the following restrictions as to where ATV's and snowmobiles may be operated within the City:

1. Streets. ATV's and snowmobiles shall be operated only upon streets which have not been plowed during the snow season and on such other streets as may be designated by resolution of the Council.

(Code of Iowa, Sec. 321G.9[4a]; 321I.10[2])

2. Exceptions. ATV's and snowmobiles may be operated on prohibited streets only under the following circumstances:

- A. Emergencies. ATV's and snowmobiles may be operated on any street in an emergency during the period of time when and at locations where snow upon the roadway renders travel by conventional motor vehicles impractical.

(Code of Iowa, Sec. 321G.9[4c])

B. Direct Crossing. ATV's and snowmobiles may make a direct crossing of a prohibited street provided:

- (1) The crossing is made at an angle of approximately ninety degrees (90) to the direction of the street and at a place where no obstruction prevents a quick and safe crossing;
- (2) The ATV or snowmobile is brought to a complete stop before crossing the street;
- (3) The driver yields the right-of-way to all on-coming traffic which constitutes an immediate hazard; and
- (4) In crossing a divided street, the crossing is made only at an intersection of such street with another street.

(Code of Iowa, Sec. 321G.9[2])

3. Railroad Right-of-Way. ATV's and snowmobiles shall not be operated on an operating railroad right-of-way. An ATV or snowmobile may be driven directly across a railroad right-of-way only at an established crossing and notwithstanding any other provisions of law may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.
4. Trails. ATV's shall not be operated on snowmobile trails and snowmobiles shall not be operated on all-terrain vehicle trails except where so designated.

(Code of Iowa, Sec. 321I.10[4])

5. Parks and Other City Land. ATV's and snowmobiles shall not be operated in any park, playground or upon any other City-owned property without the express permission of the City. A snowmobile shall not be operated on any City land without a snow cover of at least one-tenth inch.
6. Sidewalk or Parking. ATV's and snowmobiles shall not be operated upon the public sidewalk or that portion of the street located between the curb line and the sidewalk or property line commonly referred to as the "parking" except for purposes of crossing the same to a public street upon which operation is authorized by this chapter.

7-12-5 Negligence:

The owner and operator of an ATV or snowmobile is liable for any injury or damage occasioned by the negligent operation of the ATV or snowmobile.

(Code of Iowa, Sec. 321G.18; 321I.19)

7-12-6 Accident Report:

Whenever an ATV or snowmobile is involved in an accident resulting in injury or death to anyone or property damage amounting to one thousand five hundred dollars (\$1,500.00) or more, either the operator or someone acting for the operator shall immediately notify a law enforcement officer. If the accident occurred on public land, public ice, or a designated riding trail under the jurisdiction of the commission, the operator shall file within seventy-two (72) hours an accident report, in accordance with State law.

(Code of Iowa, Sec. 321G.10; 321I.11)

7-13 Bicycle Regulations

7-13-1 Definitions:

BICYCLE: Either of the following:

- A. A device having up to four (4) wheels and having at least one saddle or seat for the use of a rider which is propelled by human power.
- B. A device having up to four (4) wheels with fully operable pedals and an electric motor of one horsepower or less.

MULTI-USE TRAIL: A way or place, the use of which is controlled by the City as an owner of real property, or under the control of the City by easement, designated by the multi-use recreational trail maps, as approved by resolution by the City Council, and no multi-use trail shall be considered as a street or highway.

7-13-2 Alteration of Serial Frame Number:

It shall be unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter the manufacturer's serial frame number of any bicycle.

7-13-3 Sirens Prohibited:

A bicycle shall not be equipped with and a person shall not use upon a bicycle any siren. This section shall not apply to bicycles ridden by peace officers in the line of duty.

7-13-4 Lamps and Reflectors:

- A. Every bicycle ridden at any time from sunset to sunrise that is in the street or traveling more than 5 blocks and at such other times when conditions such as fog, snow, sleet, or rain provide insufficient lighting to render clearly discernible persons and vehicles on the highway at a distance of three hundred feet (300') ahead shall be equipped with a lamp on the front exhibiting a white light and a red light or reflector on the rear visible from a distance of at least three hundred feet (300') to the front.
- B. Equivalent equipment such as headlamps and red light attachments to the arm or leg may be used in lieu of a lamp on the front and a red light on the rear of the bicycle, provided such equipment is visible from a distance of at least three hundred feet (300') to both the front and rear of the bicycle.
- C. A peace officer riding a police bicycle is not required to use either front or rear lamps if duty so requires.

7-13-5 Stopping:

Every bicycle used upon the City streets, sidewalks, highways, park roads or multi-use trails shall be able to come to a complete stop within a safe distance.

7-13-6 Applicability of Motor Vehicle Laws:

Every person operating a bicycle upon the City streets, highways, park roads, or multi-use trails shall be subject to this chapter and other City traffic ordinances and the State statutes applicable to the drivers of motor vehicles, except as to special regulations in this chapter and except as to those provisions of ordinances and statutes which by their nature can have no application or those provisions for which specific exceptions have been set forth regarding police bicycles.

(Code of Iowa, Sec. 321.234)

7-13-7 Obedience to Signals:

Every person operating a bicycle shall obey the directions of official traffic signals, signs and other control devices applicable to other vehicles, unless otherwise directed by a police officer, and shall obey direction signs relative to turns permitted, unless such person dismounts from the bicycle, when he or she shall then obey the regulations applicable to pedestrians.

7-13-8 Improper Riding:

- A. A person propelling a bicycle on any street, sidewalk, highway, park road or multi-use recreational trail, shall not ride other than upon or astride a permanent and regular seat attached to the bicycle and shall not use a bicycle to carry more persons at one time than the number of persons for which the bicycle is designed and equipped.
- B. This section does not apply to the use of a bicycle in a parade or special event authorized by the City.

7-13-9 Carrying Packages:

No person operating a bicycle upon a street, sidewalk, highway, park road or multi-use trail shall carry any package, bundle or article which prevents the rider from keeping at least one hand upon the handlebars.

7-13-10 Control with Hands on Handlebars:

The operator of a bicycle upon a street, sidewalk, highway, park road or multi-use trail shall keep the bicycle under control at all times and at all times during operation shall have one or both hands upon the handlebars and the feet engaged with the braking device if the braking device is designed to be actuated by the feet.

7-13-11 Place of Riding:

- A. Any person operating a bicycle upon a roadway at a speed less than the normal speed of traffic moving in the same direction shall ride as close as practicable to the right hand curb or edge of the roadway except under any of the following situations:
 - 1. When overtaking and passing another bicycle vehicle proceeding in the same direction.
 - 2. When preparing for a left turn at an intersection or into a private road or driveway.
 - 3. When reasonably necessary to avoid conditions (including, but not limited to, fixed or moving objects, vehicles, bicycles, pedestrians, animals, surface hazards, or substandard width lanes) that make it unsafe to continue along the right-hand curb or edge. For purposes of this section, a "substandard width lane" is a lane that is too narrow for a bicycle and a vehicle to travel safely side by side within the lane.
- B. This section does not apply to the use of a bicycle in a parade or special event authorized by the City.

7-13-12 Bicycle Lanes:

- A. Whenever a bicycle lane has been established on a roadway, any person operating a bicycle upon the roadway moving in the same direction may ride within the bicycle lane.
- B. Where a useable path for bicycles has been provided adjacent to a roadway known as S James Street from the south Sports Complex to the south City limits of Grimes, bicycle riders shall use such path and shall not use the roadway.

- C. Any person operating a bicycle within a bicycle lane may move out of the lane when overtaking and passing another bicycle, vehicle, or pedestrian within the lane or about to enter the lane if such overtaking and passing cannot be done safely within the lane.
- D. No person operating a bicycle shall leave a bicycle lane until the movement can be made with reasonable safety and then only after giving an appropriate signal.
- E. No person shall drive a motor vehicle in a bicycle lane established on a roadway except as follows:
 - 1. To park where parking is permitted.
 - 2. To enter or leave the roadway.
 - 3. To prepare for a turn within a distance of two hundred feet (200') from the intersection.

7-13-13 Emerging from Alley or Driveway:

The operator of a bicycle emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway or driveway, yield the right-of-way to all pedestrians approaching on the sidewalk or sidewalk area and upon entering the roadway shall yield the right-of-way to all vehicles approaching on the roadway.

7-13-14 Operation on Sidewalk:

Bicycles may be operated upon the public sidewalks in a careful and prudent manner, except where signs are erected to prohibit riding on the sidewalk. Every person lawfully operating a bicycle upon a public sidewalk shall yield to right-of-way when approaching a pedestrian and shall give an audible signal before overtaking and passing.

7-13-15 Clinging to Other Vehicles:

No person riding upon any bicycle on a street, sidewalk, highway, park road or multi-use trail shall attach the bicycle or himself or herself to any moving vehicle by towrope, handgrip or otherwise.

7-13-16 Following Emergency Vehicles:

No person riding a bicycle shall follow closer than five hundred feet (500') of an emergency vehicle as defined by Iowa Code section 321.1 which has emergency lights and/or siren activated, and shall not stop, park, or leave a bicycle within five hundred feet (500') of an emergency vehicle stopped in response to an emergency.

7-13-17 Parking:

No person over the age of 15 years old shall leave a bicycle lying on its side on any sidewalk, or shall park a bicycle on a sidewalk in any other position, so that there is not an adequate path for pedestrian traffic.

7-13-18 Reckless Operation:

No person shall operate a bicycle with willful or wanton disregard for the safety of persons or property.

7-13-19 Violations: Penalty:

Unless another penalty is expressly provided by this chapter for any particular provision or section, any person violating any provision of this chapter or any rule or regulation adopted herein by reference shall, upon conviction, be subject to a fine of not more than one hundred dollars (\$100).

7-14 Abandoned Vehicles

7-14-1 Definitions: For use in this chapter the following terms are defined:

Abandoned Vehicle means any of the following:

(Code of Iowa, Sec. 321.89)

- A. A vehicle that has been left unattended on public property for more than twenty-four (24) hours and lacks current registration plates or two (2) or more wheels or other parts which renders the vehicle totally inoperable, or
- B. A vehicle that has remained illegally on public property for more than twenty-four (24) hours, or
- C. A vehicle that has been unlawfully parked on private property without the consent of the owner or person in control of the property for more than twenty-four (24) hours, or
- D. A vehicle that has been legally impounded by order of a police authority and has not been reclaimed for a period of ten (10) days, or
- E. Any vehicle parked on the highway determined by a police authority to create a hazard to other vehicle traffic.

However, a vehicle shall not be considered abandoned for a period of five (5) days if its owner or operator is unable to move the vehicle and notifies the police authority responsible for the geographical location of the vehicle and requests assistance in the removal of the vehicle.

Demolisher means any city or public agency organized for the disposal of solid waste, or any person whose business it is to convert a vehicle to junk, processed scrap or scrap metal, or otherwise to wreck or dismantle the vehicle.

Police Authority means the Iowa highway safety patrol or any law enforcement agency of a county or city.

(Code of Iowa, Sec. 321.89[1c])

7-14-2 Authority to Take Possession of Abandoned Vehicles:

A police authority may, and on the request of any other authority having the duties of control of highway or traffic, shall take into custody any abandoned vehicle on private property. A police authority taking into custody an abandoned vehicle determined to create a traffic hazard shall report the reasons constituting the hazard in writing to the appropriate authority having duties of control of the highway. The police authority may employ its own personnel, equipment and facilities for the purpose of removing, preserving, storing, or disposing of abandoned vehicles.

(Code of Iowa, Sec. 321.89[2])

7-14-3 Notice by Mail:

The police authority which takes into custody an abandoned vehicle shall notify, within twenty (20) days, by certified mail, the last known registered owner of the vehicle, all lienholders of record, and any other known claimant to the vehicle or to personal property found in the vehicle, addressed to their last known address of record, that the abandoned vehicle has been taken into custody. Notice shall be deemed given when mailed. The notice shall describe the year, make, model and serial number of the vehicle,

describe the personal property found in the vehicle, set forth the location of the facility where the vehicle is being held, and inform the persons receiving the notice of their right to reclaim the vehicle and personal property within ten (10) days after the effective date of the notice upon payment of all towing, preservation and storage charging resulting from placing the vehicle in custody. The notice shall also state that the failure of the owner or lienholders to exercise their right to reclaim the vehicle is deemed consent to the sale of the vehicle at a public auction or disposal of the vehicle to a demolisher. The notice shall state that any person claiming rightful possession of the vehicle or personal property who disputes the planned disposition of the vehicle or property by police authority or of the assessment of fees and charges provided by this section may ask for an evidentiary hearing before the police authority to contest those matters. If the persons receiving the notice do not ask for a hearing or exercise their right to reclaim the vehicle within the ten (10) day reclaiming period, the owner and lienholders shall no longer have any right, title, claim, or interest after the expiration of the ten (10) day reclaiming period.

(Code of Iowa, Sec. 321.89[3a])

7-14-4 Notification in Newspaper:

If the identity of the last registered owner cannot be determined, or if the registration contains no address for the owner, or if it is impossible to determine with reasonable certainty the identity and addresses of all lienholders, notice by one publication in one newspaper of general circulation in the area where the vehicle was abandoned shall be sufficient to meet all requirements of notice under Section 7-14-3. The published notice may contain multiple listings of abandoned vehicles but shall be published within the same time requirements and contain the same information as prescribed for mailed notice in Section 7-14-3.

(Code of Iowa, Sec. 321.89[3b])

7-14-5 Extension of Time:

The owner or any lienholders may, by written request delivered to the police authority prior to the expiration of the twenty-one (21) day reclaiming period, obtain an additional fourteen (14) days within which the motor vehicle may be reclaimed.

7-14-6 Fees for Impoundment:

The owner or lienholder shall reimburse the City for all fees charged to the City associated with towing and impounding the vehicle.

7-14-7 Disposal of Abandoned Vehicles:

If an abandoned motor vehicle has not been reclaimed as provided herein, the police authority shall make a determination as to whether or not the motor vehicle should be sold for use upon the highways, and shall dispose of the motor vehicle in accordance with State law.

(Code of Iowa, Sec. 321.89[4])

7-14-8 Disposal of Totally Inoperable Vehicles:

The City or any person upon whose property or in whose possession is found any abandoned motor vehicle, or any person being the owner of a motor vehicle whose title certificate is faulty, lost or destroyed, may, without notification procedures, dispose of such motor vehicle if it lacks an engine, or two (2) or more wheels, or other structural part which renders the vehicle totally inoperable, to a demolisher for junk without the title.

(Code of Iowa, Sec. 321.90[2e])

7-14-9 Proceeds from Sales:

Proceeds from the sale of any abandoned vehicle shall be applied to the expense of auction, cost of towing, preserving, storing and notification required, in accordance with State law. Any balance shall be held for the owner of the motor vehicle or entitled lienholder for ninety (90) days, and then shall be deposited in the reimbursement fund of the Iowa Department of Public Safety. Where the sale of any vehicle fails to realize the amount necessary to meet costs the police authority shall apply for reimbursement from the Department of Public Safety.

(Code of Iowa, Sec. 321.89[4])

7-14-10 Duties of Demolisher:

Any demolisher who purchases or otherwise acquires an abandoned motor vehicle for junk shall junk, scrap, wreck, dismantle or otherwise demolish such motor vehicle under Section 7-14-8; demolisher shall apply to the police authority for a certificate to demolish the vehicle. The application shall include the name and address of the applicant, the year, make, model and serial number of the motor vehicle. After the motor vehicle has been demolished, processed or changed so that it physically is no longer a motor vehicle, the demolisher shall surrender the auction sales receipt or certificate of authority to dispose of or demolish a motor vehicle to the State Department of Public Safety for cancellation.

(Code of Iowa, Sec. 321.90[3a])

7-15 Railroad Regulations

7-15-1 Definitions:

For use in this chapter, the following terms are defined:

Railroad Train means an engine or locomotive, with or without cars coupled thereto, operated upon rails.

(Code of Iowa, Sec. 321.1[29])

Operator means any individual, partnership, corporation or other association which owns, operates, drives or controls a railroad train.

7-15-2 Warning Signals:

Operators shall sound a horn at least one thousand (1,000) feet before a street crossing is reached and after sounding the horn, shall ring the bell continuously until the crossing is passed.

(Code of Iowa, Sec. 327G.13)

7-15-3 Obstructing Streets:

Operators shall not operate any train in such a manner as to prevent vehicular use of any highway, street or alley for a period of time in excess of ten (10) minutes except:

(Code of Iowa, Sec. 327G.32)

1. Comply with Signals. When necessary to comply with signals affecting the safety of the movement of trains.
2. Avoid Striking. When necessary to avoid striking any object or person on the track.
3. Disabled. When the train is disabled.

4. Safety Regulations. When necessary to comply with governmental safety regulations including, but not limited to, speed ordinances and speed regulations.
5. In Motion. When the train is in motion except while engaged in switching operations.
6. No Traffic. When there is no vehicular traffic waiting to use the crossing.

Operators violating any provision of this section shall be guilty of a misdemeanor. An employee shall not be guilty of such violation if his action was necessary to comply with the direct order or instructions of a railroad corporation or its supervisors. Such guilt shall then be with the railroad corporation.

7-15-4 Crossing Maintenance:

Operators shall construct and maintain good, sufficient and safe crossings over any street traversed by their rails.

(Bourett vs. Chicago & N.W. Ry. 152 Iowa, 579 132 N.W. 973[1943], Code of Iowa, Sec. 364.11)

TITLE 8 PUBLIC WAYS AND PROSPERITIES

8-1 Park Regulations

8-1-1 Purpose:

The purpose of this chapter is to facilitate the enjoyment of park facilities by the general public by establishing rules and regulations governing the use of park facilities.

8-1-2 Definition:

The park system shall be defined as all City-owned land and equipment used for recreational purposes. The park system shall also include all trails and greenbelts designated for public use and included in the comprehensive plan. All trails and greenbelt areas designated for public use will be governed by the rules of this chapter regardless of their ownership.

8-1-3 Use of Drives Required:

No person shall ride or drive any motorized vehicle, or other animal of nature upon any sidewalks, walking paths, walkways, bikeways, cement areas or grass areas within the confines of the City Parks. No person shall ride or drive in any public park except upon established roadways and shall not exceed a speed limit of ten (10) miles per hour. Electric personal assistive mobility devices are exempt from this section.

8-1-4 Commercial Vehicles:

No person shall drive a truck or other commercial vehicle of any kind along or over any park roads or drives except for delivery of its load for use in such park.

8-1-5 Designated Parking Areas:

No person shall park an automobile, wagon or other vehicle in any public park except in places so designated by appropriate signs.

8-1-6 Public Meetings:

Public meetings, religious, political or otherwise, including picnic parties and entertainment for charitable and religious purposes may be held in any public park upon first obtaining permission from the Clerk or other designated official of the City. Such assemblages shall be conducted in a lawful and orderly manner

and shall be under the supervision of the designated City representative and shall occupy such ground or building as may be assigned to or reserved for them. No alcohol shall be sold during such use except upon receiving special written permission from the Council.

8-1-7 Animals or Pets:

No animals or pets shall be allowed to run at large in any public park. Any animal or pet found in any such park shall be deemed to be found running at large, unless the owner carries such animal or pet or leads the same by a chain, strap or rope not exceeding six (6) feet in length, or keeps such animal confined in a wagon, automobile or other vehicle by a chain, rope or strap not exceeding six (6) feet in length. Furthermore any person who walks an animal on public grounds shall be responsible for the proper and immediate disposal of solid waste excreted by that animal. This section shall not apply to animals under control of a handicapped person and especially trained for the purpose of assisting handicapped persons. Such persons shall keep the guide dog or pet under control and shall be liable for any damage done to the premises or facilities by the dog or pet.

8-1-8 Structures, Equipment and Animals:

No person shall disturb, damage or interfere with any building, equipment or improvements of any kind made or being made in and about any public park or disturb or interfere with birds or animals kept or found therein.

8-1-9 Removal of Wood, Grass or Gravel:

No person shall cut or remove any wood, turf, grass, soil, rock, sand or gravel from any public park without written permission of the Council or City Administrator.

8-1-10 Destruction of Plant Life:

No person shall in any manner deface, injure or remove any trees, shrubs or plants standing or growing in any public park or pick or destroy any flowers or seeds growing therein.

8-1-11 Fires:

No fires shall be built, except in a place provided therefore, and such fire shall be extinguished before leaving the area unless it is to be immediately used by some other party.

8-1-12 Fireworks, Weapons and Explosives:

No person shall use firearms, weapons, firecrackers or explosives of any character in any public park, except by the approval of the City Council.

8-1-13 Littering:

No person shall place, deposit, or throw any waste, refuse, litter or foreign substance in any area or receptacle except those provided for that purpose.

8-1-14 Golf Balls:

No person shall drive, hit or play with a golf ball in any City park except in designated areas.

8-1-15 Moving Benches and Tables:

No person shall move benches, seats or tables from their places in any park, except on picnic grounds, and then only within the designated areas.

8-1-16 Unauthorized Signs:

No person shall post, paste, fasten, paint or affix any placard, bill, notice or sign upon any structure, tree, stone, fence or enclosure along or within any park.

8-1-17 Posted Notices:

No person shall enter upon portions of any public park in disregard of signs and posted notices forbidding the same.

8-1-18 Disorderly and Obscene Conduct; Nuisances:

No person shall use any loud, violent, obscene or profane language while in any public park, nor shall any person conduct himself or herself in a disorderly or obscene manner or commit any nuisance therein.

8-1-19 Responsibility of Parent or Guardian:

No parent, guardian, or custodian of a minor shall permit or allow such minor to do any act prohibited by any provision of this chapter.

8-1-20 Alcoholic Beverage Possession and Consumption on City Property:

It is unlawful for any person to use, possess or consume beer, wine or alcoholic liquor beverage on any city property, including city hall, city public works, city library, city community center, city parks, park roads and public property or parking areas directly adjacent to city buildings and parks, unless that person is (1) possessing or consuming the beverage under the limited and specified permission granted by an even permit or park facility reservation issued by the Grimes Park Department Director or the Director's designee, (2) has purchased the beverage from a liquor licensee operating at the city park under a concession permit issued by the City of Grimes or the City's event designee, or (3) is attending a function where alcohol is being allowed by the responsible City Department Director. For purposes of this ordinance, the definition of city park includes all city designated park property including city sports complexes.

8-1-21 Shelter:

The park shelters may be reserved for the exclusive use of groups or persons or organizations without charge, provided that such requests for reservations must be made to the City Hall no later than 5:00 p.m. on the day before the proposed use of said shelter. Reservations are made on a first-come first-served basis. The City will issue a certificate stating that the shelter has been reserved; however, the City will not monitor nor enforce the use of the shelters after said reservation has been made to ensure that it is open for the reservee.

8-1-22 Parks Closed:

No person shall enter or remain within any park between the hours of ten o'clock (10:00) p.m. and five thirty (5:30) a.m. unless special permission has been given by the custodian of the park for such person or groups of persons to remain there. A person shall not be considered in violation of this section if they are using the City park system as a safe travel-way to their destination.

8-1-23 Posting Rules:

Signs containing a summary of the rules set out in this section shall be posted in conspicuous places in the public parks.

8-1-24 Light Use Policy:

The Council shall, from time to time, adopt by resolution, a light use policy to govern the usage and the fees associated with the lights at the Sports Complex.

8-1-25 Tobacco Free Parks and Trails:

Section 142D.3 of the Code of Iowa (the Smokefree Air Act) prohibits smoking in public places, including the following outdoor areas; the seating areas of outdoor sports arenas and the grounds of any public buildings owned or under the control of a city; therefore no tobacco shall be allowed in or discarded in any of the City parks, trails or green spaces. Tobacco is defined as any smoking or spit tobacco product, including any lit or unlit cigarette, cigar, blunt, bidis, clove cigarette, e-cigarette, pipe, chewing tobacco, dissolvable tobacco, dip, snuff or snus and includes any other product or item containing or reasonable resembling tobacco or tobacco products. Tobacco-Free signs shall be posted in all parks, trails, and facilities that conform to the requirement of Section 142D.6 of the Code of Iowa. Any person found violating this policy will be asked to cease use of tobacco and leave the city park or facility premises.

8-2 Street Use and Maintenance

8-2-1 Removal of Warning Devices:

It is unlawful for a person to willfully remove, throw down, destroy or carry away from any street or alley any lamp, obstruction, guard or other article or things, or extinguish any lamp or other light, erected or placed thereupon for the purpose of guarding or enclosing unsafe or dangerous places in said street or alley without the consent of the person in control thereof.

(Code of Iowa, Sec. 716.1)

8-2-2 Obstructing or Defacing:

It is unlawful for any person to obstruct, deface, or injure any street or alley in any manner. Likewise, it is unlawful for any unauthorized person to remove, enter, obstruct or deface in any manner a storm sewer, drain or manhole. An unauthorized person is any person who does not have the approval of the City of Grimes or one of its agents.

(Code of Iowa, Sec. 716.1)

8-2-3 Placing Debris on:

It is unlawful for any person to throw or deposit on any street or alley any glass, glass bottle, nails, tacks, wire, cans, trash, garbage, rubbish, litter, offal or any other debris, or any other substance likely to injure any person, animal or vehicle.

(Code of Iowa, Sec. 321.369)

8-2-4 Playing In:

It is unlawful for any person to coast, sled or play games on streets or alleys, except in the areas blocked off by the City for such purposes.

(Code of Iowa, Sec. 364.12[2])

8-2-5 Traveling on Barricaded Street or Alley:

It is unlawful for any person to travel or operate any vehicle on any street or alley temporarily closed by barricades, lights, signs, or flares placed thereon by the authority or permission of any City official, police officer or member of the Fire Department.

8-2-6 Use for Business Purposes:

It is unlawful to park, store or place, temporarily or permanently, any machinery or junk or other goods, wares, and merchandise of any kind upon any street, between the street and sidewalk or in any alley for the purpose of storage, exhibition, sale or offering same for sale, without permission of the Council.

8-2-7 Washing Vehicles:

It is unlawful for any person to use any public sidewalk, street or alley for the purpose of washing or cleaning any automobile, truck equipment, or any vehicle of any kind when such work is done for hire or as a business. This does not prevent any person from washing or cleaning his or her own vehicle or equipment when it is lawfully parked in the street or alley.

8-2-8 Burning Prohibited:

No person shall burn any trash, leaves, rubbish or other combustible material in any curb and gutter or on any paved or surfaced street or alley.

8-2-9 Excavations:

No person shall dig, excavate or in any manner disturb any street, parking or alley unless such person first obtains a permit therefor as hereinafter provided:

1. Application. Before such permit is granted, the person shall file with the City a written application. The application shall contain the following:
 - A. An exact description of the property, by lot and street number, in front of or along which it is desired to excavate;
 - B. A statement of the purpose, for whom and by whom the excavation is to be made;
 - C. The person responsible for the refilling of said excavation and restoration of the street or alley surface; and
 - D. Date of commencement of the work and estimated completion date.
2. Public Convenience. Streets and alleys shall be opened in the manner which will cause the least inconvenience to the public and admit the uninterrupted passage of water along the gutter to the street.
3. Barricades, Fencing and Lighting. Adequate barricades, fencing and warning lights meeting standards specified by the City shall be so placed as to protect the public from hazard. Any costs incurred by the City in providing or maintaining adequate barricades, fencing or warning lights shall be paid to the City by the permit holder/property owner.
4. Restoration of Public Property. Streets, sidewalks, alleys and other public property disturbed in the course of the work shall be restored and compacted to meet with the City Standard Specifications, at the expense of the permit holder/property owner.
5. Inspection. All work shall be subject to inspection by the City. Backfill shall not be deemed completed, nor resurfacing of any improved street or alley surface begun, until such backfill is inspected for compaction and approved by the City. The permit holder/property owner shall provide the City with notice at least twenty-four (24) hours prior to the time when inspection of backfill is desired.
6. Completion by the City. Should any excavation in any street or alley be discontinued or left open and unfinished for a period of twenty-four (24) hours after the approved completion date, or in the event

the work is improperly done, the City has the right to finish or correct the excavation work and charge any expenses therefor to the permit holder/property owner.

7. Responsibility for Costs. All costs and expenses incident to the excavation shall be borne by the permit holder and/or property owner. The permit holder and owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by such excavation.
8. Permit Fee. A permit fee shall be payable at the time of filing the application with the City. The permit fee shall be determined by the City fee schedule as adopted by resolution from time to time by City Council. A separate permit shall be required for each excavation.
9. Permit Issued. Upon approval of the application and payment of any required fees, a permit shall be issued.
10. Permit Exemption. Utility companies with approved franchises in the City are exempt from the permit application requirements of this section.

8-2-10 Maintenance of Parking or Terrace:

It shall be the responsibility of the abutting property owner to maintain all property outside the lot and property lines and inside the curb lines upon the public streets, except that the abutting property owner shall not be required to remove diseased trees or dead wood on the publicly owned property or right-of-way. Maintenance includes timely mowing, trimming trees and shrubs and picking up litter.

(Code of Iowa, Sec. 364.12[c])

8-2-11 Failure to Maintain Parking or Terrace:

If the abutting property owner does not perform an action required under the above section within a reasonable time, the City may perform the required action and assess the cost against the abutting property for collection in the same manner as a property tax.

(Code of Iowa, Sec. 364.12[2e])

8-2-12 Dumping of Snow:

It is unlawful for any person to throw, push, or place or cause to be thrown, pushed or placed, any ice or snow from private property, sidewalks, or driveways onto the traveled way of a street or alley so as to obstruct gutters, or impede the passage of vehicles upon the street or alley or to create a hazardous condition therein; except where in the cleaning of large commercial drives in the business district it is absolutely necessary to move the snow onto the street or alley temporarily, such accumulation shall be removed promptly by the property owner or agent, and only after first making arrangements for prompt removal at the owner's cost of the accumulation within a reasonably short time.

(Code of Iowa, Sec. 364.12[2])

8-2-13 Driveway Culverts:

The property owner shall, at the owner's expense, install any culvert deemed necessary under any driveway or any other access to the owner's property, and before installing a culvert, permission must first be obtained from the City. In the event repairs are needed at any time with respect to culverts, it shall be the responsibility of the property owner to make such repairs, and, in the event the owner fails to do so, the City shall have the right to make the repairs. If the property owner fails to reimburse the City for the cost of said repairs, the cost shall be certified to the County Treasurer and specially assessed against the property as by law provided.

8-3 Sidewalk Regulations

8-3-1 Purpose:

The purpose of this chapter is to enhance safe passage by citizens on sidewalks, to place the responsibility for the maintenance, repair, replacement or reconstruction of sidewalks upon the abutting property owner and to minimize the liability of the City.

8-3-2 Definitions:

For use in this chapter the following terms are defined:

Broom Finish means a sidewalk finish that is made by sweeping the sidewalk when it is hardening.

Defective Sidewalk means any public sidewalk exhibiting one or more of the following characteristics:

- A. Vertical separations equal to three-fourths (3/4) inch or more.
- B. Horizontal separations equal to one (1) inch or more.
- C. Holes or depressions equal to three-fourths (3/4) inch or more and at least four (4) inches in diameter.
- D. Spalling over fifty percent (50%) of a single square of the sidewalk with one or more depressions equal to one-half (1/2) inch or more.
- E. Spalling over less than fifty percent (50%) of a single square of the sidewalk with one or more depressions equal to three-fourths (3/4) inch or more.
- F. A single square of sidewalk cracked in such a manner that no part thereof has a piece greater than one square foot.
- G. A sidewalk with any part thereof missing to the full depth.
- H. A change from the design or construction grade equal to or greater than three-fourths (3/4) inch per foot.

Established Grade means that grade established by the City for the particular area in which a sidewalk is to be constructed.

One-course Construction means that the full thickness of the concrete is placed at one time, using the same mixture throughout.

Owner means the person owning the fee title to property abutting any sidewalk and includes any contract purchaser for purposes of notification required herein. For all other purposes, "owner" includes the lessee, if any.

Portland Cement means any type of cement except bituminous cement.

Sidewalk means all permanent public walks in business, residential or suburban areas.

Sidewalk Improvements means the construction, reconstruction, repair, replacement or removal, of a public sidewalk and/or the excavating, filling or depositing of material in the public right-of-way in connection therewith.

Wood Float Finish means a sidewalk finish that is made by smoothing the surface of the sidewalk with a wooden trowel.

8-3-3 Removal of Snow, Ice and Accumulations:

It is the responsibility of the abutting property owners to remove snow, ice and accumulations promptly from sidewalks. If a property owner does not remove snow, ice or accumulations within twenty-four (24) hours after the snow, ice or accumulation ceases, the City may do so and assess the costs against the property owner for collection in the same manner as a property tax.

(Code of Iowa, Sec. 364.12[2b &e])

8-3-4 Responsibility for Maintenance:

It is the responsibility of the abutting property owners to repair, replace or reconstruct, or cause to be repaired, replaced or reconstructed, all broken or defective sidewalks and to maintain in a safe and hazard-free condition any sidewalk outside the lot and property lines and inside the curb lines or traveled portion of the public street.

(Code of Iowa, Sec. 364.12[2c])

8-3-5 City May Order Repairs:

If the abutting property owner does not maintain sidewalks as required, the Council may serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within a reasonable time and if such action is not completed within the time stated in the notice, the Council may require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax.

(Code of Iowa, Sec. 364.12[2d &e])

8-3-6 Sidewalk Construction Ordered:

The Council may order the construction of permanent sidewalks upon any street or court in the City and may specially assess the cost of such improvement to abutting property owners in accordance with the provisions of Chapter 384 of the Code of Iowa.

(Code of Iowa, Sec. 384.38)

8-3-7 Permit Required:

No person shall remove, reconstruct or install a sidewalk unless such person has obtained a permit from the City and has agreed in writing that said removal, reconstruction or installation will comply with all ordinances and requirements of the City for such work. A person who removes or reconstructs 6 feet or less of an existing sidewalk, not including any sections of sidewalk within the approach, is exempt from this section.

8-3-8 Sidewalk Standards:

Sidewalks repaired, replaced or constructed under the provisions of this chapter shall be of the following construction and meet the following standards:

1. Cement. Portland cement shall be the only cement used in the construction and repair of sidewalks.
2. Construction. Sidewalks shall be of one-course construction.
3. Sidewalk Base. Concrete may be placed directly on compact and well-drained soil. Where soil is not well drained, a three (3) inch sub base of compact, clean, coarse gravel or cinders shall be laid. The adequacy of the soil drainage is to be determined by the City.
4. Sidewalk Bed. The sidewalk bed shall be so graded that the constructed sidewalk will be at established grade.

5. Length, Width and Depth. Length, width and depth requirements are as follows:
 - A. Residential sidewalks shall be at least four (4) feet wide and four (4) inches thick, and each section shall be no more than four (4) feet in length.
 - B. Residential sidewalks for final plats approved after July 1, 2014 shall be at least five (5) feet wide and four (4) inches thick, and each section shall be no more than five (5) feet in length.
 - C. The maximum cross slope is 2.0% with a target value of 1.5% and a minimum of 1%.
 - D. Business district sidewalks shall extend from the property line to the curb. Each section shall be four (4) inches thick and no more than six (6) feet in length.
 - E. Driveway areas shall be not less than six (6) inches in thickness.
6. Location. Residential sidewalks shall be located with the inner edge (edge nearest the abutting private property) one foot from the property line, unless the Council establishes a different distance due to special circumstances.
7. Grade. Curb tops shall be on level with the centerline of the street which shall be the established grade.
8. Elevations. The street edge of a sidewalk shall be at an elevation even with the curb at the curb or not less than one-half (1/2) inch above the curb for each foot between the curb and the sidewalk.
9. Finish. All sidewalks shall be finished with a "broom" or "wood float" finish.
10. Ramps for Handicapped. There shall be not less than two (2) curb cuts or ramps per lineal block which shall be located on or near the crosswalks at intersections. Each curb cut or ramp shall be at least thirty (30) inches wide, shall be sloped at not greater than one inch of rise per twelve (12) inches lineal distance, except that a slope no greater than one inch of rise per eight (8) inches lineal distance may be used where necessary, shall have a nonskid surface, and shall otherwise be so constructed as to allow reasonable access to the crosswalk for physically handicapped persons using the sidewalk.

(Code of Iowa, Sec. 216C.9)

8-3-9 Barricades and Warning Lights:

Whenever any material of any kind is deposited on any street, avenue, highway, passageway or alley when sidewalk improvements are being made or when any sidewalk is in a dangerous condition, it shall be the duty of all persons having an interest therein, either as the contractor or the owner, agent, or lessee of the property in front of or along which such material may be deposited, or such dangerous condition exists, to put in conspicuous places at each end of such sidewalk and at each end of any pile of material deposited in the street, a sufficient number of approved warning lights or flares, and to keep them lighted during the entire night and to erect sufficient barricades both at night and in the daytime to secure the same. The party or parties using the street for any of the purposes specified in this chapter shall be liable for all injuries or damage to persons or property arising from any wrongful act or negligence of the party or parties, or their agents or employees or for any misuse of the privileges conferred by this chapter or of any failure to comply with the provisions hereof.

8-3-10 Failure to Repair or Barricade:

It is the duty of the owner of the property abutting the sidewalk, or the owner's contractor or agent, to notify the City immediately in the event of failure or inability to make necessary sidewalk improvements or to install or erect necessary barricades as required by this chapter.

8-3-11 Interference with Sidewalk Improvements:

No person shall knowingly or willfully drive any vehicle upon any portion of any sidewalk or approach thereto while in the process of being improved or upon any portion of any completed sidewalk or approach thereto, or shall remove or destroy any part or all of any sidewalk or approach thereto, or shall remove, destroy, mar, remove or deface any notice provided in this chapter.

8-3-12 Awnings:

It is unlawful for a person to erect or maintain any awning over any sidewalk unless all parts of the awning are elevated at least eight (8) feet above the surface of the sidewalk and the roof or covering is made of duck, canvas or other suitable material supported by iron frames or brackets securely fastened to the building, without any posts or other device that will obstruct the sidewalk or hinder or interfere with the free passage of pedestrians.

8-3-13 Encroaching Steps:

It is unlawful for a person to erect or maintain any stairs or steps to any building upon any part of any sidewalk without permission by resolution of the Council.

8-3-14 Openings and Enclosures:

It is unlawful for a person to:

1. Stairs and Railings. Construct or build a stairway or passageway to any cellar or basement by occupying any part of the sidewalk, or to enclose any portion of a sidewalk with a railing without permission by resolution of the Council.
2. Openings. Keep open any cellar door, grating or cover to any vault on any sidewalk except while in actual use with adequate guards to protect the public.
3. Protect Openings. Neglect to properly protect or barricade all openings on or within six (6) feet of any sidewalk.

8-3-15 Fires and Fuel on Sidewalks:

It is unlawful for a person to make a fire of any kind on any sidewalk or to place or allow any fuel to remain upon any sidewalk.

8-3-16 Defacing:

It is unlawful for a person to scatter or place any paste, paint or writing on a sidewalk.

(Code of Iowa, Sec. 716.1)

8-3-17 Debris on Sidewalks:

It is unlawful for a person to throw or deposit on any sidewalk, glass, nails, glass bottles, tacks, wire, cans, trash, garbage, rubbish, litter, offal, or any other debris, or any other substance likely to injure any person, animal or vehicle.

(Code of Iowa, Sec. 364.12[2])

8-3-18 Merchandise Display:

It is unlawful for a person to place upon or above any sidewalk, any goods or merchandise for sale or for display in such a manner as to interfere with the free and uninterrupted passage of pedestrians on the sidewalk; in no case shall more than three (3) feet of the sidewalk next to the building be occupied for such purposes.

8-3-19 Sales Stands:

It is unlawful for a person to erect or keep any vending machine or stand for the sale of fruit, vegetables or other substances or commodities on any sidewalk without first obtaining a written permit from the Council.

8-4 Right-Of-Way Management

8-4-1 Legislative Power:

By enactment of this Chapter, the Council hereby exercises its lawful police power and common law authority, and all statutory authority which is available to it, but not limited to, the powers conferred on it under Iowa Law, including Iowa Code Sec. 364, and other provisions of law.

8-4-2 Definitions:

The following definitions apply in this Chapter of this Code, (hereinafter, "this Chapter"). References hereafter to "Sections" are, unless otherwise specified, references to Section of this Chapter. Defined terms remain defined terms whether or not capitalized.

Applicant means any Person requesting permission to Excavate or Obstruct a Right-of-Way.

Business District means any portion of the City of Grimes zoned for business or commercial use.

City means the City of Grimes, Iowa, and/or its elected officials, officers, employees, agents or any commission, committee or subdivision acting pursuant to lawfully delegated authority.

City Cost means the actual costs incurred by the City for managing Rights-of-Way including, but not limited to, costs associated with registering of applicants; issuing, processing, and verifying Right-of-Way Permit applications; revoking Right-of-Way Permits; inspecting job sites; creating and updating mapping systems; determining the adequacy of Right-of-Way restoration; restoring work inadequately performed; maintaining, supporting, protecting or moving user equipment during Right-of-Way work; budget analysis; record keeping; legal assistance; systems analysis; and performing all of the other tasks required by this Chapter, including other costs the City may incur in managing the provisions of this Chapter except as expressly prohibited by law.

City Inspector means any Person authorized by the City to carry out inspections related to the provisions of this Chapter.

Degradation means the accelerated depreciation of the Right-of-Way caused by Excavation in or disturbance of the Right-of-Way, resulting in the need to reconstruct such Right-of-Way earlier than would be required if the Excavation did not occur.

Emergency means a condition that (a) poses a clear and immediate danger to life or health, or of a significant loss of property; or (b) requires immediate repair or replacement in order to restore Service to a customer.

Equipment means any tangible thing located in any Right-of-Way; but shall not include plantings or gardens planted or maintained in the Right-of-Way between a Person's property and the street curb.

Excavate means to dig into or in any way remove or physically disturb or penetrate any part of a Right-of-Way, except horticultural practices or penetrating the boulevard area to a depth of less than 12 inches.

Excavation Permit means the Permit which, pursuant to this Chapter, must be obtained before a Person may Excavate in a Right-of-Way. An Excavation Permit allows the holder to Excavate that part of a Right-of-Way described in such Permit.

Excavation Permit Fee means money paid to the City by an Applicant to cover the costs as provided in Section 8-4-11.

In, when used in conjunction with "Right-of-Way", means over, above, in, within, on, or under a Right-of-Way.

Local Representative means the Person or Persons, or designee of such Person or Persons, authorized by a Registrant to accept Service and to make decisions for the Registrant regarding all matters within the scope of this Chapter.

Obstruct means to place any tangible object in a Right-of-Way so as to hinder free and open passage over that or any part of the Right-of-Way.

Obstruction Permit means the Permit which, pursuant to this Chapter, must be obtained before a Person may Obstruct a Right-of-Way, allowing the holder to hinder free and open passage over the specified portion of a Right-of-Way by placing Equipment described therein on the Right-of-Way for the duration specified therein.

Obstruction Permit Fee means money paid to the City by a Registrant to cover the costs as provided in Section 8-4-11.

Performance and Restoration Bond means a performance bond or letter of credit posted to ensure the availability of sufficient funds to assure that all obligations pursuant to this Chapter, including, but not limited to, Right-of-Way Excavation and Obstruction work, is timely and properly completed.

Permittee means any Person to whom a Permit to Excavate or Obstruct a Right-of-Way has been granted by the City under this Chapter.

Person means any natural or corporate Person, business association or other business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity which has or seeks to have Equipment located in any Right-of-Way.

Probation means the status of a Person that has not complied with the conditions of this Chapter.

Probation Period means one (1) year from the date that a Person has been notified in writing that they have been put on Probation.

Registrant means any Person who (1) has or seeks to have its Equipment located in any Right-of-Way, or (2) in any way occupies or uses, or seeks to occupy or use, the Right-of-Way or any Equipment located in the Right-of-Way and, accordingly, is required to register with the City.

Restore or Restoration means the process by which an Excavated or Obstructed Right-of-Way and surrounding area, including, but not limited to, pavement and foundation, is returned to the same condition that existed before the commencement of Excavation.

Restoration Fee means an amount of money paid to the City by a Permittee to cover the cost of Restoration.

Right-of-Way means the area on, below or above any real property in which the City has an interest including, but not limited to, any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of the City, including other dedicated Rights-of-Way for travel purposes and utility easements.

Right-of-Way Permit means either the Excavation Permit or the Obstruction Permit, or both, depending on the context, required by this Chapter.

Service or Utility Service includes, but is not limited to, (a) those services provided by a public or private utility; and (b) a Telecommunications Right-of-Way User, pipeline, community antenna television, cable communications systems, fire and alarm communications, water, electricity, light, heat, cooling energy, or power services.

Supplementary Application means an application made to Excavate or Obstruct more of the Right-of-Way than allowed in, or to extend, a Permit that had already been issued.

Telecommunications Right-of-Way User means a Person owning or controlling a facility in the Right-of-Way, or seeking to own or control the same, that is used or intended to be used for transporting telecommunication or other voice or data information.

Unusable Equipment means Equipment located in the Right-of-Way which has remained unused for one (1) year and for which the Registrant is unable to provide proof that it has a plan to begin using it within the next twelve (12) months or a potential purchaser or user of the Equipment.

8-4-3 Administration:

The City may designate a principal City official responsible for the administration of the Rights-of-Way, Right-of-Way Permits, and the ordinances related thereto. The City may delegate any or all of the duties hereunder.

8-4-4 Registration, Bonding, and Right-Of-Way Occupancy:

1. Each Person which occupies, uses, or seeks to occupy or use, the Right-of-Way or any Equipment located in the Right-of-Way, including by lease, sublease or assignment, or who has, or seeks to have, Equipment located in any Right-of-Way must register with the City. Registration will consist of providing application information to and as required by the City, paying a registration fee, and posting a Performance and Restoration Bond.

The Performance and Restoration Bond required in this Section, and in Section 8-4-9(2); 8-4-12(2B), and Section 8-4-31(1B.3) shall be in an amount determined in the City's sole discretion, sufficient to serve as security for the full and complete performance of the obligations under this Chapter, including any costs, expenses, damages, or loss the City pays or incurs because of any failure to comply with this Chapter or any other applicable laws, regulations or standards. During periods of construction, repair or Restoration of Rights-of-Way or Equipment in Rights-of-Way, the Performance and Restoration Bond shall be in an amount sufficient to cover 100% of the estimated cost of such work, as documented by the Person proposing to perform such work, or in such lesser amount as may be determined by the City, taking into account the amount of Equipment in the Right-of-Way, the location and method of installation of the Equipment, the conflict or interference of such Equipment with the Equipment of other Persons, and the purposes and policies of this Chapter. Sixty (60) days after completion of the work, the Performance and Restoration Bond may be reduced in the sole determination of the City.

2. No Person may construct, install, repair, remove, relocate, or perform any other service on, or use any Equipment or any part thereof located in any Right-of-Way without first being registered with the City.
3. Nothing herein shall be construed to restrict or regulate the planting or maintaining of plantings or gardens in the area of Right-of-Way between property owners and the street curb. Persons planting or maintaining plantings or gardens shall not be deemed to use or occupy the Right-of-

Way, and shall not be required to obtain any Permits or satisfy any other requirements for planting or maintaining such plantings or gardens under this Chapter.

8-4-5 Right to Occupy Rights-of-Way; Payment of Fees:

1. Any Person required to register under Section 8-4-4, which occupies, uses, or places its Equipment in the Right-of-Way, is hereby granted a right to do so if and only so long as it (a) timely pays all fees provided herein; and (b) complies with all other requirements of law.
2. The grant of right in Section 8-4-5(1) is expressly conditioned on, and is subject to, the police powers of the City, continuing compliance with all provisions of law now or hereinafter enacted, including this Chapter as it may be from time to time amended and, further, is specifically subject to the obligation to obtain any and all additional required authorizations, whether from the City or other body or authority.

8-4-6 Franchise; Franchise Supremacy:

The City may, in addition to the requirements of this Chapter, require any Person which has or seeks to have Equipment located in any Right-of-Way to obtain a franchise to the full extent permitted by law, now or hereinafter enacted. The terms of any franchise which are in direct conflict with any provision of this Chapter, whether granted prior or subsequent to enactment of this Chapter, shall control and supersede the conflicting terms of this Chapter provided, however, that requirements relating to insurance, bonds, penalties, security funds, letters of credit, indemnification or any other security in favor of the City may be cumulative in the sole determination of the City or unless otherwise negotiated by the City and the franchise grantee. All other terms of this Chapter shall be fully applicable to all Persons.

8-4-7 Registration Information:

1. The information provided to the City at the time of registration shall include, but not be limited to:
 - A. The Registrant's name, address and e-mail address if applicable, and telephone and facsimile numbers.
 - B. The name, address and e-mail address, if applicable, and telephone and facsimile numbers of a Local Representative. The Local Representative or designee shall be available at all times. Current information regarding how to contact the Local Representative in an Emergency shall be provided at the time of registration.
 - C. A certificate of insurance or self-insurance:
 - (1) Shall be on a form approved by the City,
 - (2) Shall verify that an insurance policy has been issued to the Registrant by an insurance company licensed to do business in the State of Iowa or is covered by self-insurance which the City determines to provide the City with protections equivalent to that of an Iowa licensed insurance company, legally independent from Registrant,
 - (3) Shall verify that the Registrant is insured against claims for personal injury, including death, as well as claims for property damage arising out of the (a) use and occupancy of the Right-of-Way by the Registrant, its officers, agents, employees and Permittees, and (b) placement and use of Equipment in the Right-of-Way by the Registrant, its officers, agents, employees and Permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground Equipment and collapse of property,
 - (4) Shall name the City as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages,

- (5) Shall require that the City be notified thirty (30) days in advance of cancellation of the policy, and
- (6) Shall indicate comprehensive liability coverage, automobile liability coverage, workers compensation and umbrella coverage in amounts established by the City in amounts sufficient to protect the City and carry out the purposes and policies of this Chapter.
- (7) A copy of a certificate of insurance naming this City as an additional insured for the permit work shall be filed in the City Clerk's office prior to installation. The minimum limits of liability under the insurance policy shall be \$1,000,000.
- (8) The contractor or applicant shall have on file with the City a surety bond or cash bond for restoration of areas within the ROW and on utility easements. This bond shall be a minimum of \$5000 and may be greater depending on the scope of the project. A cash bond shall be held for 90 days after date of completion.

D. Such other information as the City may require.

- 2. The Registrant shall keep all of the information listed above current at all times by providing the City information of changes within fifteen (15) days following the date on which the Registrant has knowledge of any change.

8-4-8 Permit Requirements:

Except as otherwise provided in this Code, no Person may Obstruct or Excavate any Right-of-Way without first having obtained the appropriate Right-of-Way Permit from the City to do so.

- 1. Excavation Permit. An Excavation Permit is required to allow the holder to Excavate that part of the Right-of-Way described in such Permit and/or to hinder free and open passage over the specified portion of the Right-of-Way by placing Equipment described therein, to the extent and for the duration specified therein.
- 2. Issuance. Upon approval of the application, the Excavation Permit will be issued by the City. The permit fee shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by City Council.
- 3. The ROW Utility Plan Review submittal fee shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by City Council.

No Person may Excavate or Obstruct the Right-of-Way beyond the date or dates specified in the Permit unless such person (a) makes a Supplementary Application for another Right-of-Way Permit before the expiration of the initial Permit, and (b) a new Permit or Permit extension is granted.

Permits issued under this Chapter shall be conspicuously displayed at all times at the indicated work site and shall be available for inspection by the City Inspector and authorized City personnel.

8-4-9 Permit Applications:

- 1. Application for a Permit is made to the City. Right-of-Way Permit applications shall contain, and will be considered complete only upon compliance with, the requirements of the following provisions:
 - A. Registration with the City pursuant to this Chapter.
 - B. Submission of a completed Permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all existing and proposed Equipment.
 - C. Payment of all money due to the City for:

- (1) Permit fees and costs due;
 - (2) any loss, damage, or expense suffered by the City as a result of Applicant's prior Excavations or Obstructions of the Rights-of-Way or any Emergency actions taken by the City; and
 - (3) franchise fees, if applicable.
2. When an Excavation Permit is requested for purposes of installing additional Equipment, and a Performance and Restoration Bond which is in existence is insufficient with respect to the additional Equipment in the sole determination of the City, the Permit applicant may be required by the City to post an additional Performance and Restoration Bond in accordance with Section 8-4-4 (1)

8-4-10 Issuance of Permits; Conditions:

1. If the City determines that the Applicant has satisfied the requirements of this Chapter, the City may issue a Permit.
2. The City may impose any reasonable conditions upon the issuance of a Permit and the performance of the applicant thereunder in order to protect the public health, safety and welfare, to ensure the structural integrity of the Right-of-Way, to protect the property and safety of other users of the Right-of-Way, to minimize the disruption and inconvenience to the traveling public, and to otherwise efficiently manage use of the Right-of-Way.

8-4-11 Permit Fees:

1. Excavation Permit Fee. The Excavation Permit Fee shall be established by the City in an amount sufficient to recover the following costs:
 - A. the City Cost;
 - B. the Degradation of the Right-of-Way that will result from the Excavation;
 - C. Restoration, if done or caused to be done by the City.
2. Payment of Permit Fees. No Excavation Permit or Obstruction Permit shall be issued without payment of all fees required prior to the issuance of such a Permit unless the Applicant shall agree (in a manner, amount and substance acceptable to the City) to pay such fees within thirty (30) days of bill therefore. All Permit fees shall be doubled during a probationary period. Permit fees that were paid for a Permit which was revoked for a breach are not refundable. Any refunded Permit Fees shall be less all City Cost up to and including the date of refund.
3. Use of Permit Fees. All Obstruction and Excavation Permit Fees shall be used solely for City management, construction, maintenance and Restoration costs of the Right-of-Way.

8-4-12 Right-of Way Restoration:

1. The work to be done under the Permit, and the Restoration of the Right-of-Way as required herein, must be completed within the dates specified in the Permit, increased by as many days as work could not be done because of circumstances constituting force majeure or when work was prohibited as unseasonal or unreasonable under Section 8-4-15 (2) all in the sole determination of the City.

In addition to repairing its own work, the Permittee must restore the general area of the work, and the surrounding areas, including the paving and its foundations, to the same condition that existed before the commencement of the work and must inspect the area of the work and use reasonable care to maintain the same condition thereafter.

2. In its application for an Excavation Permit, the Permittee may choose to have the City restore the Right-of-Way. In any event, the City may determine to perform the Right-of-Way Restoration and shall require the Permittee to pay a Restoration Fee to provide for reimbursement of all costs associated with such Restoration. In the event Permittee elects not to perform Restoration, City may, in lieu of performing the Restoration itself, impose a fee to fully compensate for the resultant Degradation as well as for any and all additional City Costs associated therewith. Such fee for Degradation shall compensate the City for costs associated with a decrease in the useful life of the Right-of-Way caused by Excavation and shall include a Restoration Fee component. Payment of such fee does not relieve a Permittee from any Restoration obligation.
 - A. City Restoration. If the City restores a Right-of-Way, the Permittee shall pay the costs thereof within thirty (30) days of billing. If, during the thirty-six (36) months following such Restoration, the Right-of-Way settles due to Permittee's Excavation or Restoration, the Permittee shall pay the City, within thirty (30) days of billing, the cost of repairing said Right-of-Way.
 - B. Permittee Restoration. If the Permittee chooses at the time of application for an Excavation Permit to restore the Right-of-Way itself, such Permittee shall post an additional Performance and Restoration Bond in an amount determined by the City to be sufficient to cover the cost of restoring the Right-of-Way to its pre-Excavation condition. If, thirty-six (36) months after the completion of the Restoration of the Right-of-Way, the City determines that the Right-of-Way has been properly restored, the surety on the Performance and Restoration Bond posted pursuant to this 8-4-12 (2B) shall be released.
3. The Permittee shall perform the work according to the standards and with materials specified by the City. The City shall have the authority to prescribe the manner and extent of the Restoration, and may do so in written procedures or general application or on a case-by-case basis. The City, in exercising this authority, shall be guided but not limited by the following standards and considerations:
 - A. the number, size, depth and duration of the Excavations, disruptions or damage to the Right-of-Way;
 - B. the traffic volume carried by the Right-of-Way; the character of the neighborhood surrounding the Right-of-Way;
 - C. the pre-Excavation condition of the Right-of-Way; the remaining life-expectancy of the Right-of-Way affected by the Excavation;
 - D. whether the relative cost of the method of Restoration to the Permittee is in reasonable balance with the prevention of an accelerated depreciation of the Right-of-Way that would otherwise result from the Excavation, disturbance or damage to the Right-of-Way; and
 - E. the likelihood that the particular method of Restoration would be effective in slowing the depreciation of the Right-of-Way that would otherwise take place.
4. By choosing to restore the Right-of-Way itself, the Permittee guarantees its work and shall maintain it for eighteen (18) months following its completion. During this eighteen-month period it shall, upon notification from the City, correct all Restoration work to the extent necessary, using the method required by the City. Said work shall be completed within five (5) calendar days of the receipt of the notice from the City, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonal or unreasonable under Section 8-4-15 (2) all in the sole determination of the City.
5. If the Permittee fails to restore the Right-of-Way in the manner and to the condition required by the City, or fails to satisfactorily and timely complete all repairs required by the City, the City at its option

may perform or cause to be performed such work. In that event the Permittee shall pay to the City, within thirty (30) days of billing, the cost of restoring the Right-of-Way. If Permittee fails to pay as required, the City may exercise its rights under the Performance and Restoration Bond.

8-4-13 Joint Application:

1. Registrants may jointly make applications for Permits to Excavate or Obstruct the Right-of-Way at the same place and time.
2. Registrants who apply for Permits for the same Obstruction or Excavation, which is not performed by the City, may share in the payment of the Excavation Permit Fee. Registrants must agree among themselves as to the portion each will pay and indicate the same on their applications.

8-4-14 Supplementary Applications:

1. A Right-of-Way Permit is valid only for the area of the Right-of-Way specified in the Permit. No Permittee may perform any work outside the area specified in the Permit, except as provided herein. Any Permittee which determines that an area greater than that specified in the Permit must be Obstructed or Excavated must before working in that greater area (a) make application for a Permit extension and pay any additional fees necessitated thereby, and (b) be granted a new Permit or Permit extension.
2. A Right-of-Way Permit is valid only for the dates specified in the Permit. No Permittee may begin its work before the Permit start date or, except as provided herein, continue working after the end date. If a Permittee does not finish the work by the Permit end date, it must make application for a new Permit for the additional time it needs, and receive the new Permit or an extension of the old Permit before working after the end date of the previous Permit. This Supplementary Application must be done before the Permit end date.

8-4-15 Other Obligations:

1. Obtaining a Right-of-Way Permit does not relieve Permittee of its duty to obtain all other necessary Permits, licenses, franchises or other authorizations and to pay all fees required by the City, any other city, County, State, or Federal rules, laws, or regulations. A Permittee shall comply with all requirements of local, State and Federal laws. A Permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the Right-of-Way pursuant to its Permit, regardless of who performs the work.
2. Except in the case of an Emergency, and with the approval of the City, no Right-of-Way Obstruction or Excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work.
3. A Permittee shall not so Obstruct a Right-of-Way that the natural free and clear passage of water through the gutters or other waterways shall be interfered with.

8-4-16 Denial of Permit:

The City may deny any application for a Permit as provided in this Section.

1. Mandatory Denial. Except in the case of an Emergency, no Right-of-Way Permit will be granted:
 - A. to any Person required by Section 8-4-4 to be registered who has not done so;
 - B. to any Person required by Section 8-4-7 to file an annual report but has failed to do so;

- C. for any Next-year Project not listed in the construction and major maintenance plan required under Section 8-4-7 unless the Person used commercially reasonable efforts to anticipate and plan for the project;
 - D. for any project which required the Excavation of any portion of a Right-of-Way which was constructed or reconstructed within the preceding three (3) years;
 - E. to any Person who has failed within the past three (3) years to comply, or is presently not in full compliance, with the requirements of this Chapter;
 - F. to any Person as to who there exists grounds for the revocation of a Permit under Section 8-4-21; and
 - G. if, in the sole discretion of the City, the issuance of a Permit for the particular date and/or time would cause a conflict or interfere with an exhibition, celebration, festival, or any other event. The City, in exercising this discretion, shall be guided by the safety and convenience of ordinary travel of the public over the Right-of-Way, and by considerations relating to the public health, safety and welfare.
2. Permissive Denial. The City may deny a Permit in order to protect the public health, safety and welfare, to prevent interference with the safety and convenience of ordinary travel over the Right-of-Way, or when necessary to protect the Right-of-Way and its users. The City may consider one or more of the following factors:
- A. the extent to which Right-of-Way space where the Permit is sought is available;
 - B. the competing demands for the particular space to the Right-of-Way;
 - C. the availability of other locations in the Right-of-Way or in other Rights-of-Way for the Equipment of the Permit Applicant;
 - D. the applicability of ordinance or other regulations of the Right-of-Way that affect location of Equipment in the Right-of-Way;
 - E. the degree of compliance of the Applicant with the terms and conditions of its franchise, if any, this Chapter, and other applicable ordinances and regulations;
 - F. the degree of disruption to surrounding communities and businesses that will result from the use of that part of the Right-of-Way;
 - G. the condition and age of the Right-of-Way, and whether and when it is scheduled for total or partial reconstruction; and
 - H. the balancing of the costs of disruption to the public and damage to the Right-of-Way against the benefits to that part of the public served by the expansion into additional parts of the Right-of-Way.
3. Discretionary Issuance. Notwithstanding the provisions of Section 8-4-17 (01C and D) above, the City may issue a Permit in any case where the Permit is necessary (a) to prevent substantial economic hardship to a customer of the Permit Applicant, or (b) to allow such customer to materially improve its Utility Service, or (c) to allow a new economic development project; and where the Permit Applicant did not have knowledge of the hardship, the plans for improvement of Service, or the development project when said Applicant was required to submit its list of Next-year Projects.
4. Permits for Additional Next-year Projects. Notwithstanding the provisions of Section 8-4-17 (1C) above, the City may issue a Permit to a Registrant who was allowed under Section 8-4-7 (2) to submit an additional Next-year Project, or in the event the Registrant demonstrates that it used commercially

reasonable efforts to anticipate and plan for the project, such Permit to be subject to all other conditions and requirements of law, including such conditions as may be imposed under Section 8-4-10 (2).

8-4-17 Installation Requirements:

The City may enforce local standards of installation prior to adoption of mandatory, preemptive statewide standards pursuant to its inherent and historical police power authority.

8-4-18 Inspection:

1. When the work under any Permit hereunder is completed, the Permittee shall notify the City.
2. Permittee shall make the work site available to the City Inspector and to all others as authorized by law for inspection at all reasonable times during the execution and upon completion of the work.
3. At the time of inspection, the City Inspector may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public. The City Inspector may issue an order to the Registrant for any work which does not conform to the applicable standards, conditions or codes. The order shall state that failure to correct the violation will be cause for revocation of the Permit. Within ten (10) days after issuance of the order, the Registrant shall present proof to the City that the violation has been corrected. If such proof has not been presented within the required time, the City may revoke the Permit pursuant to Section 8-4-21.

8-4-19 Work Done Without a Permit:

1. Emergency Situations. Each Registrant shall immediately notify the City or the City's designee of any event regarding its Equipment which it considers to be an Emergency. The Registrant may proceed to take whatever actions are necessary in order to respond to the Emergency. Within three (3) business days after the occurrence of the Emergency, the Registrant shall apply for the necessary Permits, pay the fees associated therewith and fulfill the rest of the requirements necessary to bring itself into compliance with this Chapter for the actions it took in response to the Emergency.

In the event that the City becomes aware of an Emergency regarding a Registrant's Equipment, the City may attempt to contact the Local Representative of each Registrant affected, or potentially affected, by the Emergency. In any event, the City may take whatever action it deems necessary in order to respond to the Emergency, the cost of which shall be borne by the Registrant whose Equipment occasioned the Emergency.

2. Non-Emergency Situations. Except in the case of an Emergency, any Person who, without first having obtained the necessary Permit, Obstructs or Excavates a Right-of-Way must subsequently obtain a Permit, pay double the normal fee for said Permit, pay double all other fees required by City ordinance, including, but not limited to, criminal fines and penalties, deposit with the City the fees necessary to correct any damage to the Right-of-Way and comply with all of the requirements of this Chapter.

8-4-20 Supplementary Notification:

If the Excavation of the Right-of-Way begins later or sooner than the date given on the Permit, Permittee shall notify the City of the accurate information as soon as this information is known.

8-4-21 Revocation of Permits:

1. Registrants hold Permits issued pursuant to this Code as a privilege and not as a right. The City reserves its right to revoke any Right-of-Way Permit, without fee refund, in the event of a substantial breach of the terms and conditions of any statute, ordinance, rule or regulation, or any condition of the Permit. A substantial breach by Permittee shall include, but not be limited to, the following:
 - A. the violation of any material provision of the Right-of-Way Permit;
 - B. an evasion or attempt to evade any material provision of the Right-of-Way Permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;
 - C. any material misrepresentation of fact in the application for a Right-of-Way Permit;
 - D. the failure to maintain the required bonds and/or insurance;
 - E. the failure to complete the work in a timely manner; or
 - F. the failure to correct a condition indicated on an order issued pursuant to Section 8-4-18 (3)
2. If the City determines that the Permittee has committed a substantial breach of a term or condition of any statute, ordinance, rule, regulation or any condition of the Permit, the City shall make a written demand upon the Permittee to remedy such violation. The demand shall state that continued violations may be cause for revocation of the Permit. Further, a substantial breach, as stated above, will allow the City, at the City's discretion, to place additional or revised conditions on the Permit.
3. Within twenty-four (24) hours of receiving notification of the breach, Permittee shall contact the City with a plan, acceptable to the City Inspector, for its correction. Permittee's failure to so contact the City Inspector, the Permittee's failure to submit an acceptable plan, or the Permittee's failure to reasonably implement the approved plan shall be cause for immediate revocation of the Permit. Further, Permittee's failure to so contact the City Inspector, or the Permittee's failure to submit an acceptable plan, or Permittee's failure to reasonably implement the approved plan shall automatically place the Permittee on Probation for one (1) full year.
4. From time to time, the City may establish a list of conditions of the Permit which, if breached, will automatically place the Permittee on Probation for one (1) full year, such as, but not limited to, working out of the allotted time period or working on Right-of-Way outside of the Permit.
5. If a Permittee, while on Probation, commits a breach as outlined above, Permittee's Permit will automatically be revoked and Permittee will not be allowed further Permits for one (1) full year, except for Emergency repairs.
6. If a Permit is revoked, the Permittee shall also reimburse the City for the City's reasonable costs, including Restoration costs and the costs of collection and reasonable attorney's fees incurred in connection with such revocation.

8-4-22 Appeals:

1. A Person that:
 - A. has been denied Registration;
 - B. has been denied a Right-of-Way Permit;
 - C. has had its Right-of-Way Permit revoked; or
 - D. believes that the fees imposed on the user by the City do not conform to the requirements of law, may have the denial, revocation, or fee imposition reviewed, upon written request, by the City Council. The City Council shall act on a timely written request at its next regularly scheduled meeting. A

decision by the City Council affirming the denial, revocation, or fee imposition must be in writing and supported by written findings establishing the reasonableness of the decision.

2. Upon affirmation by the City Council of the denial, revocation, or fee imposition, the Telecommunications Right-of-Way User shall have the right to have the matter resolved by binding arbitration. Binding arbitration must be before an arbitrator agreed to by both the City and the Person. If the parties cannot agree on an arbitrator, the matter must be resolved by a three-person arbitration panel made up of one arbitrator selected by the City, one arbitrator selected by the Person, and one arbitrator selected by the other two arbitrators. The costs and fees of a single arbitrator shall be borne equally by the City and the Person. In the event there is a third arbitrator, each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the expense of the third arbitrator and of the arbitration.
3. Each party to the arbitration shall pay its own costs, disbursements, and attorney fees.

8-4-23 Mapping Data:

1. Except as provided in Subsection 2 of this Section, each Registrant shall provide to the City information indicating the horizontal and vertical location, relative to the boundaries of the Right-of-Way, of all Equipment which it owns or over which it has control and which is located in any Right-of-Way ("Mapping Data"). Mapping Data shall be provided with the specificity and in the format requested by the City for inclusion in the mapping system used by the City.

Notwithstanding the foregoing, Mapping Data shall be submitted by all Registrants for all Equipment which is being installed or constructed after the date of passage of this ordinance at the time any Permits are sought under this Chapter.

2. At the request of any Registrant, any information requested by the City which qualifies as a "trade secret" shall be treated as trade secret information as detailed therein.

8-4-24 Location of Equipment:

1. Undergrounding. Unless otherwise permitted by an existing franchise or unless existing above-ground Equipment is repaired or replaced, or unless infeasible such as in the provision of electric service at certain voltages, new construction, the installation of new Equipment, and the replacement of old Equipment shall be done underground or contained within buildings or other structures in conformity with applicable codes unless otherwise agreed to by the City in writing, and such agreement is reflected in applicable Permits.
2. Corridors. The City may assign specific corridors within the Right-of-Way, or any particular segment thereof as may be necessary, for each type of Equipment that is or, pursuant to current technology, the City expects will someday be located within the Right-of-Way. Excavation, Obstruction, or other Permits issued by the City involving the installation or replacement of Equipment may designate the proper corridor for the Equipment at issue and such Equipment must be located accordingly.

Any Registrant whose Equipment is located prior to the enactment of this Chapter in the Right-of-Way in a position at variance with the corridors established by the City shall, no later than at the time of the next reconstruction or Excavation of the area where its Equipment is located, move that Equipment to its assigned position within the Right-of-Way, unless this requirement is waived by the City for good cause shown, upon consideration of such factors as the remaining economic life of the facilities, public safety, customer service needs and hardship to the Registrant.

3. Nuisance. One year after the passage of this ordinance, any Equipment found in a Right-of-Way that has not been registered shall be deemed to be a nuisance. The City may exercise any remedies or rights it has at law or in equity, including, but not limited to, abating the nuisance or taking possession of the Equipment and restoring the Right-of-Way to a useable condition.
4. Limitation of Space. To protect health, safety and welfare, the City shall have the power to prohibit or limit the placement of new or additional Equipment within the Right-of-Way if there is insufficient space to accommodate all of the requests of Registrants or Persons to occupy and use the Right-of-Way. In making such decisions, the City shall strive to the extent possible to accommodate all existing and potential users of the Right-of-Way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular Service, the condition of the Right-of-Way, the time of year with respect to essential utilities, the protection of existing Equipment in the Right-of-Way, and future City plans for public improvements and development projects which have been determined to be in the public interest.

8-4-25 Re-location of Equipment:

The Person must promptly and at its own expense, with due regard to seasonal working conditions, permanently remove and relocate its Equipment and facilities in the Right-of-Way whenever the City requests such removal and relocation, and shall restore the Right-of-Way to the same condition it was in prior to said removal or relocation. The City may make such requests in order to prevent interference by the Company's Equipment or facilities with (a) a present or future City use of the Right-of-Way, (b) a public improvement undertaken by the City, (c) an economic development project in which the City has an interest or investment, (d) when the public health, safety and welfare requires it, (e) or when necessary to prevent interference with the safety and convenience of ordinary travel over the Right-of-Way.

Notwithstanding the foregoing, a Person shall not be required to remove or relocate its Equipment from any Right-of-Way which has been vacated in favor of a non-governmental entity unless and until the reasonable costs thereof are first paid by such non-governmental entity to the Person therefore.

8-4-26 Pre-Excavation Equipment Location:

Before the start date of any Right-of-Way Excavation, each Registrant who has Equipment located in the area to be Excavated shall mark the horizontal and approximate vertical placement of all said Equipment. Any Registrant whose Equipment is less than twenty (20) inches below a concrete or asphalt surface shall notify and work closely with the Excavation contractor in an effort to establish the exact location of its Equipment and the best procedure for Excavation.

8-4-27 Damage to Other Equipment:

When the City performs work in the Right-of-Way and finds it necessary to maintain, support, or move a Registrant's Equipment in order to protect it, the City shall notify the Local Representative as early as is reasonably possible. The costs associated therewith will be billed to that Registrant and must be paid within thirty (30) days from the date of billing.

Each Registrant shall be responsible for the cost of repairing any Equipment in the Right-of-Way which it or its Equipment damages. Each Registrant shall be responsible for the cost of repairing any damage to the Equipment of another Registrant caused during the City's response to an Emergency occasioned by the Registrant's Equipment.

8-4-28 Right-of-Way Vacation:

1. If the City vacates a Right-of-Way which contains the Equipment of a Registrant, and if the vacation does not required the relocation of Registrant or Permittee Equipment, the City shall reserve, to and for itself and all Registrants having Equipment in the vacated Right-of-Way, the right to install, maintain and operate any Equipment in the vacated Right-of-Way and to enter upon such Right-of-Way at any time for the purpose of reconstructing, inspecting, maintaining or repairing the same.
2. If the vacation requires the relocation of Registrant or Permittee Equipment and: (a) if the vacation proceedings are initiated by the Registrant or Permittee, the Registrant or Permittee must pay the relocation costs; or (b) if the vacation proceedings are initiated by the City, the Registrant or Permittee must pay the relocation costs unless otherwise agreed to by the City and the Registrant or Permittee; or (c) if the vacation proceedings are initiated by a Person or Persons other than the Registrant or Permittee, such other Person or Persons must pay the relocation costs.

8-4-29 Indemnification and Liability:

1. By reason of the acceptance of a registration or the grant of a Right-of-Way Permit, the City does not assume any liability: (a) for injuries to Persons, damage to property, or loss of Service claims by parties other than the Registrant or the City; or (b) for claims or penalties of any sort resulting from the installation, presence, maintenance, or operation of Equipment by Registrants or activities of Registrants.
2. By registering with the City, a Registrant agrees, or by accepting a Permit under this Chapter, a Permittee is required to defend, indemnify, and hold the City whole and harmless from all costs, liabilities, and claims for damages of any kind arising out of the construction, presence, installation, maintenance, repair or operation of its Equipment, or out of any activity undertaken in or near a Right-of-Way, whether or not any act or omission complained of is authorized, allowed, or prohibited by a Right-of-Way Permit. It further agrees that it will not bring, nor cause to be brought, any action, suit or other proceeding claiming damages, or seeking any other relief against the City for any claim nor for any award arising out of the presence, installation, maintenance or operation of its Equipment, or any activity undertaken in or near a Right-of-Way, whether or not the act or omission complained of is authorized, allowed or prohibited by a Right-of-Way Permit. The foregoing does not indemnify the City for its own negligence except for claims arising out of or alleging the City's negligence where such negligence arises out of or is primarily related to the presence, installation, construction, operation, maintenance or repair of said Equipment by the Registrant or on the Registrant's behalf, including, but not limited to, the issuance of Permits and inspection of plans or work. This Section is not, as to third parties, a waiver of any defense or immunity otherwise available to the Registrant or to the City; and the Registrant, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert on its own behalf.

8-4-30 Future Uses:

In placing any Equipment, or allowing it to be placed, in the Right-of-Way the City is not liable for any damages caused thereby to any Registrant's Equipment which is already in place. No Registrant is entitled to rely on the provisions of this Chapter, and no special duty is created as to any Registrant. This Chapter is enacted to protect the general health, welfare and safety of the public at large.

8-4-31 Abandoned and Unusable Equipment:

1. A Registrant who has determined to discontinue its operations with respect to any Equipment in any Right-of-Way, or segment or portion thereof, in the City must either:
 - A. provide information satisfactory to the City that the Registrant's obligations for its Equipment in the Right-of-Way under this Chapter have been lawfully assumed by another Registrant; or
 - B. submit to the City a proposal and instruments for transferring ownership of its Equipment to the City. If a Registrant proceeds under this clause, the City may, at its option:
 - (1) purchase the Equipment, or
 - (2) require the Registrant, at its own expense, to remove it, or
 - (3) require the Registrant to post an additional bond or an increased bond amount sufficient to reimburse the City for reasonably anticipated costs to be incurred in removing the Equipment.
2. Equipment of a Registrant which fails to comply with the preceding paragraph and which, for two (2) years, remains unused shall be deemed to be abandoned. Abandoned Equipment is deemed to be a nuisance. The City may exercise any remedies or rights it has at law or in equity, including, but not limited to, (a) abating the nuisance, (b) taking possession of the Equipment and restoring it to useable condition, (c) requiring removal of the Equipment by the Registrant or by the Registrant's surety; or (d) exercising its rights pursuant to the Performance and Restoration Bond.
3. Any Registrant who has unusable Equipment in any Right-of-Way shall remove it from that Right-of-Way during the next scheduled Excavation, unless this requirement is waived by the City.

8-4-32 Reservation of Regulatory and Police Powers:

The City by granting a Right-of-Way Permit, or by registering a Person under this Chapter, does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights, which it now has or may be hereafter vested in the City under the Constitution and statutes of the State of Iowa (or the Charter of the City) to regulate the use of the Right-of-Way by the Permittee; and the Permittee by its acceptance of a Right-of-Way Permit or of registration under those ordinances agrees that all lawful powers and rights, regulatory power, or police power, or otherwise as are or the same may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. A Permittee or Registrant is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general laws and ordinances enacted by the City pursuant to such powers. Any conflict between the provisions of a registration or of a Right-of-Way Permit and any other present or future lawful exercise of the City's regulatory or police powers shall be resolved in favor of the latter.

8-4-33 Non-Exclusive Remedy:

The remedies provided in this Chapter and other Chapters in the Grimes City Code of Ordinances, and the Code of Iowa, are not exclusive or in lieu of other rights and remedies that the City may have at law or in equity. The City is hereby authorized to seek legal and equitable relief for actual or threatened injury to the public Rights-of-Way, including damages to the Rights-of-Way, whether or not caused by a violation of any of the provisions of this Chapter or other provisions of the Iowa Code.

TITLE 9 PUBLIC UTILITIES

9-1 Regulations of Fat, Oil and Grease (FOG) Discharge by Food Service Establishments

9-1-1 Definitions:

AHJ means Authority Having Jurisdiction

BMP means Best management practices and includes schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. For purposes of this division, *best management practices* include procedures and practices that reduce the discharge of fat, oil and grease (FOG) to the building sewer, to the City sanitary sewer system and to the POTW.

Design liquid depth means the maximum depth of liquid when the tank is filled with water.

Effective date means the date set forth in section 9-1-2 upon which the regulatory provisions of this division take effect.

FOG means Fats, Oils and Grease

FSE means food service establishment, an operation or enterprise that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption. Such facilities may include, but are not limited to, those that process meat or other food ingredients as an intermediate step or for final human consumption, food service operations in a summer camp, residential substance abuse treatment facility, halfway house, correctional facility, school, restaurant, commercial kitchen, caterer, church, hotel, bar, hospital, prison, care institution or similar facility.

Grease interceptor means a tank that serves one or more fixtures and is remotely located. Grease interceptors include, but are not limited to, tanks that capture wastewater from dishwashers, garbage disposals, floor drains, pot and pan sinks and trenches as allowed by local plumbing codes. For purposes of this division, a grease interceptor is a multi-compartment tank located underground outside of a building that reduces the amount of FOG in wastewater prior to its discharge into the POTW.

Grease Trap means a device designed to retain grease from one to a maximum of four fixtures. Not all grease traps are approved by the manufacturer for use on heated water (e.g., dishwasher) or in-line to a waste disposal unit (e.g., garbage disposal and grinders). For purposes of this division, a grease trap is a small device located within a building.

Minimum design capability means the design features of a grease interceptor and its ability or volume required to effectively intercept and retain greases from grease-laden wastewaters discharged to the POTW.

Non-routine inspection means an impromptu, unscheduled inspection of an FSE made without prior notification or arrangement.

POTW means Publicly Owned Treatment Works

Routine inspection means an inspection of an FSE which is scheduled in advance or according to a pre-arranged schedule.

User as used in this division includes persons who discharge wastewater to the POTW from mobile sources, such as mobile food vendors.

WRA means Wastewater Reclamation Authority

9-1-2 Effective Date of FOG Regulations:

The provisions of this division shall be effective on and after February 2, 2017.

9-1-3 Grease Interceptor Installation Required after Effective Date:

The owner of a building or facility in which an FSE is located, and the owner or operator of an FSE shall be required to install an approved grease interceptor, and to thereafter operate and maintain same as provided in this division.

9-1-4 Exemption from Grease Interceptor Installation Requirement for Existing Facilities:

The requirements of section 9-1-3 shall not apply to that portion of a building or facility within which an FSE is in existence on the effective date if:

1. The FSE has an existing grease interceptor or grease trap in place as of the effective date and provided that
 - a. the owner or occupant of the FSE continues to use the interceptor or trap,
 - b. the interceptor or trap is of sufficient capacity and design, and
 - c. the interceptor or trap is operated and maintained so as to comply with FOG discharge limits; and
2. Any repair, remodeling or renovation of the wastewater plumbing system in the existing FSE involves only
 - a. the repair of leaks or the clearing of stoppages in drains, soil, waste or vent piping, or
 - b. the removal and reinstallation of a sink, toilet or hot water heater; provided that such work does not involve replacement, rearrangement or moving of wastewater pipes, floor sinks, drainage fixtures or grease traps; and
3. None of the following conditions are present:
 - a. A building or facility exists on the effective date and is thereafter expanded or renovated, or a portion thereof, to include an FSE where such FSE did not previously exist; or
 - b. An FSE exists on the effective date within a building or facility, or portion of a building or facility, and application is thereafter made for a building permit(s) for such building or facility with valuation of \$50,000.00 or more within a 12-month period.

9-1-5 Compliance Procedures:

1. After the effective date, any permitted construction under section 9-1-3 shall be deemed compliant upon issuance of a certificate of compliance or certificate of occupancy for such construction by the City Building Official or designee.
2. An FSE shall be deemed compliant, unless the Project Supervisor, Water Department or local Building Official or designee determines that an existing grease trap or grease interceptor is incapable of adequately retaining FOG. In such cases, the AHJ may order the FSE to install an adequate grease interceptor within a specified time period if:
 - a. The FSE is found to contribute FOG in quantities above FOG discharge limits; or
 - b. The FSE discharges necessitate increased maintenance on the publicly owned treatment works (POTW) in order to keep stoppages from occurring therein;
 - c. The FSE's discharge to the POTW is at any time determined to exceed 400 mg/l total FOG.
3. An order directing an existing FSE or the owner or operator of the FSE or the owner of the building or facility in which the FSE is located to install a grease interceptor shall be in writing from the

Project Supervisor or Building Administrator in the form of a notice of violation including a corrective action order, as provided in section 9-1-11 of this division.

9-1-6 Installation of Grease Interceptors and Grease Traps:

Grease interceptors and grease traps, when required, shall be installed as follows:

1. Grease interceptors and grease traps shall be installed at the expense of the owner or operator of the FSE or owner of the building or facility in which the FSE is located which is contributing wastewater to the POTW.
2. All wastewater streams containing FOG or reasonably likely to contain FOG within FSEs or other FOG generating operations shall be directed into one or more appropriately sized grease interceptors before discharge to the POTW. Grease interceptors shall be either sized by adding the peak design flow rates for all fixtures leading to the grease interceptor and allowing a minimum retention time of 30 minutes or as follows:
3. Concrete grease interceptors whether precast or poured in place, shall be designed, and manufactured in accordance with ASTM C 1613-08 Standard Specification for Precast Concrete Grease Interceptor Tanks or IAPMO/ANSI Z1001 Grease Interceptors and shall be installed in accordance with the codes adopted by the jurisdiction in which the FSE is located. Where no code is adopted, the construction and installation shall be in accordance with the Iowa State Plumbing Code and this Ordinance.
4. The Project Supervisor, Water Department or local Building Official or designated official of the governmental subdivision within which the FSE is located shall inspect each grease interceptor installation made pursuant to this division, shall review all relevant information regarding the rated performance of the grease interceptor, and the building plan and facility site plan for the building and site where the grease interceptor has been installed, and shall approve such grease interceptor installation upon determination that the grease interceptor meets all applicable standards and requirements.
5. Sewer lines which are not grease laden, which are not likely to contain FOG, or which contain sanitary wastes shall not be connected to a grease interceptor.
6. Grease interceptors shall be equipped with an accessible discharge sampling port with a minimum six-inch diameter, which shall extend from the grease interceptor to at least the finished surface grade.
7. Where grease interceptors are shared by more than one FSE, the building owner shall be the responsible party for record keeping and cleaning of the interceptor.

9-1-7 Operation, Maintenance, and Cleaning of Grease Interceptors:

1. The owner or operator of an FSE which is required to pass wastewater through a grease interceptor shall operate and maintain the grease interceptor so that wastewater exiting the grease interceptor shall not exceed 400 milligrams per liter of FOG.
2. The owner or operator of the FSE shall cause the grease interceptor to be cleaned as hereinafter required when FOG and solids reach twenty-five percent (25%) of the design liquid level of the grease interceptor, or sooner if necessary to prevent carry over of grease from the grease interceptor into the City sanitary sewer system. Interceptors shall be cleaned at three-month intervals or less. A longer cleaning interval must be approved by the AHJ.
3. Any person who cleans a grease interceptor shall do so in accordance with the following procedures and requirements. The person cleaning the grease interceptor shall:

- a. Completely empty and remove the contents (liquids and sludge) of all vaults of the grease interceptor, and remove the grease mat and scrapings from the interior walls.
- b. Not deposit waste and wastewater removed from a grease interceptor back into the grease interceptor from which the waste or wastewater was removed or into any other grease interceptor, for the purpose of reducing the volume of waste and wastewater to be disposed of.
- c. Not introduce enzymes, emulsifying chemicals, hot water or other agents into a grease interceptor to dissolve or emulsify grease or as a grease abatement method. Introduction of bacteria as a grease degradation agent is permitted with prior written approval by the AHJ. Waste and wastewater removed from a grease interceptor shall not be discharged to any private sanitary or storm sewer or to the City sanitary or storm sewer system.
- d. Not use an automatic grease removal system to clean a grease interceptor without prior written approval of the Project Supervisor, Water Department, and if, the use of an automatic grease removal system is approved, shall operate same in a manner that the grease wastewater discharge limit, as measured from the system's outlet, is consistently achieved. If grease interceptor cleaning is performed by a licensed waste hauler, the owner or operator of the FSE shall witness all cleaning/maintenance activities to verify that the grease interceptor is being fully cleaned and properly maintained according to the requirements of this section. The waste hauler shall provide a copy of the disposal receipt for all waste and wastewater removed from a grease interceptor to the owner or operator of the FSE. As part of each cleaning of a grease interceptor, the owner or operator of the FSE, or the licensed waste hauler employed by the owner or operator, shall perform the following maintenance activities:

- (1) Check that the sanitary "tees" on the inlet and outlet sides of the grease interceptor are not obstructed, loose, or missing.

- (2) Verify that the baffle is secure and in place.

- (3) Inspect the grease interceptor for any cracks or other defects.

- (4) Check that lids are securely and properly seated after completion of cleaning.

4. The Building Administrator or Project Supervisor may make exceptions to the above requirements, or may approve alternative operational requirements or cleaning and maintenance methods, provided that such exceptions or approvals shall be made in writing by the AHJ.

9-1-8 Records and Record Keeping:

1. Required records. The owner or operator of an FSE which is required to pass wastewater through a grease interceptor or trap shall maintain a written record of grease interceptor or trap maintenance, including a log showing the dates upon which the grease interceptor or trap was inspected and the estimated amount of FOG present in the grease interceptor or trap at each inspection, the date upon which waste and wastewater was removed from the grease interceptor or trap and disposed of, and the location and means of such disposal of waste and wastewater, and the name and employer of the person or persons performing each of said tasks. The log shall further include a record of the placement of any approved or unapproved additive into the grease interceptor, grease trap or building sewer on a constant, regular or scheduled basis, including the type and amount of additive placed on each such occasion. Only additives approved by the Project Supervisor, Water Department pursuant to section 9-1-7(3)(c) may be used in a grease interceptor.

2. Record keeping. The log shall at all times be kept and maintained on a day-to-day basis, so as to show a record of waste and wastewater removal, waste and wastewater disposal and approved additive placement for a continuous period of three years. All such records shall be kept secure at the premises of the FSE for a continuous period of three years and shall be made available for non-routine inspection by the city, the WRA and its operating contractor, or the employees and agents of any of them at any time during normal business hours.

9-1-9 Inspection of Grease Interceptors and Related Sewers and Equipment:

The owner or operator of an FSE shall:

1. Provide, operate and maintain, at its expense, safe and accessible monitoring facilities (such as a suitable manhole), and shall make such monitoring facilities available for inspection, and for sampling and flow measurement of the building sewer or internal drainage systems. There shall be ample room in or near such monitoring facility to allow accurate sampling and preparation of samples for analysis.
2. Allow personnel authorized by the Project Supervisor, Water Department or by the City Building Official or designee, bearing proper credentials and identification, to enter upon or into any building, facility or property housing an FSE at any reasonable time and without prior notification, for the purpose of inspection, observation, measurement, sampling, testing or record review, in accordance with this division.
3. Upon request by the AHJ's authorized representative, open any grease interceptor for the purpose of confirming that maintenance frequency is appropriate, that all necessary parts of the installation are in place, including but not limited to, baffles, influent and effluent tees, and that all grease interceptors and related equipment and piping is maintained in efficient operating condition.
4. Accommodate compliance inspections and sampling events by the authorized representatives of the WRA director or of the City Building Official. Staff may conduct routine inspections and sampling events of any food service establishment. Non-routine inspection and sampling events shall occur more frequently when there is a history of non-compliance with this division and when blockages occur in the City's sanitary sewer system downstream of the FSE.

9-1-10 Enforcement:

The AHJ is authorized to enforce this division as hereinafter provided. The City Building Official or designee, or such other governmental official hereafter designated by the AHJ, is also authorized to enforce this division.

9-1-11 Notice of Violation; Administrative Penalties; Corrective Action Order:

The Project Supervisor, Building Administrator, or such other designated officers or officials with enforcement authority as provided in section 9-1-10, are authorized to issue a notice of violation imposing an administrative penalty upon any person who fails to perform an act required by this division or who commits an act prohibited by this division. Such notice may include a corrective action order requiring the user to take one or more of the following corrective actions within 30 days:

1. Conform to best management practices;
2. Submit copies of the grease interceptor maintenance log;
3. Develop, submit and implement a FOG compliance plan to be approved by the director or designated enforcement official; or
4. Install a compliant grease interceptor.

- a. The administrative penalty for such violations shall be as provided in the schedule of administrative penalties adopted by the City Council by resolution.
- b. Notice of violation, with the applicable penalty for such violation noted thereon, shall be issued to and served upon the violator. Service of the notice may be by regular mail or by delivery in person.
- c. Penalties assessed pursuant to notice of violation shall be paid by the violator in full as directed in the notice within 30 days of its issuance.
- d. The administrative penalties set out in the schedule of administrative penalties shall be charged in lieu of the fines and penalties provided for in section 9-1-12, unless the violator refuses to correct the violation and pay the scheduled administrative penalty, or the AHJ determines that immediate enforcement action by misdemeanor or municipal infraction prosecution is, in view of the particular circumstances of the case, necessary to achieve compliance with the requirements of this article. A record of all violations, administrative penalties charged or other enforcement actions taken shall be maintained by the AHJ for a period of three years.

9-1-12 Penalties:

1. Any person who fails to perform an act required by this ordinance or who commits an act prohibited by this ordinance shall be guilty of a misdemeanor punishable by fine or imprisonment as provided by 4.06 of the City of Grimes Code of Ordinance and shall be guilty of a municipal infraction punishable by a civil penalty as provided by Section 1-3-3.
2. Any person who fails to comply with a pretreatment standard applicable to an FSE shall be guilty of a municipal infraction punishable by a civil penalty of not more than \$1,000.00 for each day the violation exists or continues, as provided by section 364.22 or 331.307 of the Iowa Code.
3. When enforcement is sought through a municipal infraction proceeding, the director, or such other designated officers or officials with enforcement authority as provided in section 9-1-10, may enter into consent orders, assurances of voluntary compliance or other similar documents establishing an agreement with the user responsible for noncompliance. Such orders will include specific action to be taken by the user to correct the noncompliance within a time period specified by the order.

9-1-13 Order to Cease Operation of FSE:

1. Where a violation of this division has not been timely corrected, and results in or threatens interference or pass through as herein defined, the Project Supervisor, or such other designated officers or officials with enforcement authority as provided in section 9-1-10, shall have the authority to issue an order in writing to the owner or operator of the FSE, ordering such person or persons to cease and desist from further operation of the FSE and from further discharge of wastewater to the sanitary sewer system. The order shall be delivered by personal service unless the owner or operator cannot be found within the city, in which event notice shall be by ordinary mail addressed to the owner's or operator's last known address and by posting a copy of the notice in a conspicuous place upon the premises of the FSE.
2. Operation of the FSE shall cease on the date stated in the order and shall not recommence without the prior written approval of the AHJ.
3. The applicant may make a written request to the director for a reconsideration and hearing on the cease and desist order within ten days from the issuance of the order, provided, however, that operation of the FSE shall cease pending the outcome of the hearing.

4. The owner's or operator's request for hearing shall identify the appealing party, include the address of the person requesting the hearing and to which all further notices shall be mailed or served, and shall state the basis for the appeal.
5. The hearing shall be scheduled to be held as soon as practicable and no later than 14 days after the request for hearing was filed with the City Clerk. The person requesting the hearing shall be notified in writing or by telephone of the date and place of such hearing at least three days in advance thereof. At such hearing the director and the person requesting the hearing may be represented by counsel, examine witnesses, and present evidence as necessary.
6. The determination by the Project Supervisor or Building Administrator that the violation occurred shall be considered a final administrative decision, unless appealed to the AHJ.

9-1-14 Appeal of Corrective Action Order of Cease and Desist Order:

1. Any person aggrieved by a corrective action order or a cease and desist order issued by the Project Supervisor, Building Administrator or by such other designated officers or officials with enforcement authority as provided in section 9-1-10, may file an appeal and request a ruling that such order be modified or rescinded.
2. Such appeal request shall be in writing, shall include the grounds for appeal including any factual findings which are disputed, and shall be delivered to the Building Administrator within ten days after the Project Supervisor or Building Administrator's issuance of the order. Such appeal request shall be considered delivered when placed in the mail, return receipt requested, addressed to: City of Grimes - 101 NE Harvey St. - Grimes, Iowa 50111
3. The chair of the appeal committee shall schedule the appeal and shall cause notice of the time, date and place of the hearing to be mailed to the appealing party. Such appeal shall be decided by majority vote of the appeal committee. The appeal committee may affirm, modify or rescind the order and shall so state and order in its written decision.
4. The Appeal Committee shall consist of the City Administrator, Building Administrator and Project Supervisor of the Water Department.

9-1-15 Additional Remedies:

The City is not precluded from seeking alternative relief from the court, including an order for abatement or injunctive relief or for recovery of investigational or remedial costs resulting from a non-complying discharge, in the event that the City files a civil citation, and/or files a municipal infraction for the same violation of this division.

9-2 Water Resource Protection

9-2-1 Purpose:

The purpose of this ordinance is to amend the Grimes Code of Ordinances to add Chapter 9-2 Water Source Protection to add provision pertaining to separation distances from wells.

9-2-2 Declaration of Purpose:

The City of Grimes has determined that a new Jordan well must be drilled to maintain a reliable water source. The new well will be drilled at the existing water treatment plant site. The separation distances as contained in Iowa Administrative Code section 567 Chapter 43 Table A are hereby adopted and incorporated herein. These separation distances shall apply to the existing city water supply wells and new water supply wells as may be constructed.

9-2-3 Enforcement:

Any violation of this ordinance shall be considered a municipal infraction and the provision of Chapter 1-3 entitled Municipal Infractions shall apply.

9-3 Water Service System

9-3-1 Definitions:

The following terms are defined for use in the chapters in this Code of Ordinances pertaining to the Water Service System:

Customer means in addition to any person receiving water service from the City the owner of the property served, and as between such parties the duties, responsibilities, liabilities and obligations hereinafter imposed shall be joint and several.

Superintendent means a licensed water plant operator of the City's water system or any duly authorized assistant, agent or representative.

Water Main means a water supply pipe provided for public or community use.

Water Service Pipe means the pipe from the water main to the building served.

Water System or Water Works means all public facilities for securing, collecting, storing, pumping, treating and distributing water.

9-3-2 Superintendent's Duties:

The Superintendent shall supervise the installation of water service pipes and their connection to the water main and enforce all regulations pertaining to water services in the City in accordance with this chapter. This chapter shall apply to all replacements of existing water service pipes as well as to new ones. The Superintendent shall make such rules, not in conflict with the provisions of this chapter, as may be needed for the detailed operation of the water system, subject to the approval of the Council. In the event of an emergency the Superintendent may make temporary rules for the protection of the system until due consideration by the Council may be had.

(Code of Iowa, Sec. 372.13[4])

9-3-3 Mandatory Connections:

All residence and business establishments within the City limits intended or used for human habitation, occupancy or use shall be connected to the public water system, if it is reasonably available and if the building is not furnished with pure and wholesome water from some other source.

9-3-4 Abandoned Connections:

When an existing water service is abandoned or a service is renewed with a new tap in the main, all abandoned connections with the mains shall be turned off at the corporation cock and made absolutely watertight.

9-3-5 Permit:

Before any person makes a connection with the public water system, a written permit must be obtained from the Clerk. The application for the permit shall be filed with the Clerk on blanks furnished by the Clerk. The application shall include a legal description of the property, the name of the property owner, the name and address of the person who will do the work, and the general uses of the water. No different or additional uses will be allowed except by written permission of the Clerk. The Clerk shall sign and

issue the permit and state the time of issuance, if the proposed work meets all the requirements of this chapter and if all fees required under this chapter have been paid. Work under any permit must be begun within sixty (60) days after it is issued. The Clerk may at any time revoke the permit for any violation of this chapter and require that the work be stopped.

(Code of Iowa, Sec. 372.13[4])

9-3-6 Connection Charge:

There shall be connections charges and tapping fees paid to reimburse the City for costs borne by the City in making water service available to the property served, in the following amounts:

1. Single Family Dwelling	- \$500.00
2. Duplex, each unit	- \$500.00
3. Commercial or Industrial	- \$1,500.00 per acre. Over 5 acres may be negotiated.
4. 4-plex or Larger Residential Structure	- \$500.00 per unit

The connection charge for a customer outside the City limits is one and one-half (1 ½) times the fee shown above.

9-3-7 Compliance with Plumbing Code:

The installation of any water service pipe and any connection with the water system shall comply with all pertinent and applicable provisions, whether regulatory, procedural or enforcement provisions, of Division 4, Plumbing Rules and Regulations, of the State Building Code.

9-3-8 Plumber Required:

All installations of water service pipes and connections to the water system shall be made by a plumber licensed in accordance with Chapter 11-7.

9-3-9 Excavations:

All trench work, excavation and backfilling required in making connections shall be performed in accordance with applicable excavation provisions as provided for installation of building sewers and/or the provisions of Chapter 9-2.

9-3-10 Tapping Mains:

After the excavation for the water service has been made and the fee for the connection has been paid to the Building Department, a company approved by the Water Department shall tap the main, in accordance with the following:

1. Independent Services. No more than one house, building or premises shall be supplied from one tap unless special written permission is obtained from the Superintendent and unless provision is made so that each house, building or premise may be shut off independently of the other.
2. Sizes of Pipes. All single-family dwelling and each unit of a duplex must have one-inch (1") or larger water line prior to tapping the City main. Each water line of a duplex shall have a separate shut-off valve in the City right-of-way. Commercial or industrial customers shall also have a one-inch (1") minimum size water line and the minimum size water line required for 4-plex and larger residential structures is a two-inch (2") line.

3. Sizes and Location of Taps. All mains six (6) inches or less in diameter shall receive no larger than a three-fourths (3/4) inch tap. All mains of over six (6) inches in diameter shall receive no larger than a one (1) inch tap. Where a larger connection than a one (1) inch tap is desired, two (2) or more small taps or saddles shall be used, as the Superintendent shall order. All taps in the mains shall be made at or near the top of the pipe, at least eighteen (18) inches apart. No main shall be tapped nearer than two (2) feet of the joint in the main.
4. Corporation Cock. A brass corporation cock, of the pattern and weight approved by the Superintendent, shall be inserted in every tap in the main. The corporation cock in the main shall in no case be smaller than one size smaller than the service pipe.
5. Location Record. An accurate and dimensional sketch showing the exact location of the tap shall be filed with the Superintendent in such form as the Superintendent shall require.

(Code of Iowa, Sec. 372.13[4])

9-3-11 Installation of Water Service Pipe:

Water service pipes from the main to the meter setting shall be standard weight type K copper, one hundred forty (140) pound test P.V.C., or approved cast iron. Pipe must be laid sufficiently waving, and to such depth, as to prevent rupture from settlement or freezing.

9-3-12 Responsibility of Water Service Pipe:

All costs and expenses incident to the installation, connection and maintenance of the water service pipe from the main to the building served shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation or maintenance of said water service pipe.

9-3-13 Failure to Maintain:

When any portion of the water service pipe that is the responsibility of the property owner becomes defective or creates a nuisance and the owner fails to correct such nuisance the City may do so and assess the costs thereof to the property. The Superintendent may order the water shut off from the property supplied by the services that has not been repaired or replaced within twenty-four (24) hours, or if the Superintendent finds that the damage or failure will result in substantial water loss, the water shall be turned off immediately.

(Code of Iowa, Sec. 364.12[3a & h])

9-3-14 Curb Stop:

There shall be installed within the public right-of-way a main shut-off valve of the inverted key type on the water service pipe at the outer sidewalk line with a suitable lock of a pattern approved by the Superintendent. The shut-off valve shall be covered with a heavy metal cover having the letter "W" marked thereon, visible and even with the pavement or ground.

9-3-15 Interior Stop:

There shall be installed a 3/4x1 inch shut-off valve on every service pipe inside the building as close to the entrance of the pipe within the building as possible and so located that the water can be shut off conveniently and the pipes drained. Where one service pipe supplies more than one customer within the building, there shall be separate valves for each such customer so that service may be shut off for one without interfering with service to the others.

9-3-16 Inspection and Approval:

All water service pipes and their connections to the water system must be inspected and approved in writing by the Superintendent before they are covered, and the Superintendent shall keep a record of such approvals. If the Superintendent refuses to approve the work, the plumber or property owner must proceed immediately to correct the work. Every person who uses or intends to use the municipal water system shall permit the Superintendent to enter the premises to inspect or make necessary alterations or repairs at all reasonable hours and on proof of authority.

9-3-17 Completion by the City:

Should any excavation be left open or only partly refilled for twenty-four (24) hours after the water service pipe is installed and connected with the water system, or should the work be improperly done, the Superintendent shall have the right to finish or correct the work, and the Council shall assess the costs to the property owner or the plumber. If the plumber is assessed, the plumber must pay the costs before receiving another permit. If the property owner is assessed, such assessment may be collected with and in the same manner as general property taxes.

(Code of Iowa, Sec. 364.12[3a & h])

9-3-18 Shutting off Water Supply:

After following the procedures set out in Section 9-5-5, the Superintendent may shut off the supply of water to any customer because of any substantial violation of this chapter, or valid regulation under Section 9-3-2 that is not being contested in good faith. The supply shall not be turned on again until all violations have been corrected and the Superintendent has ordered the water to be turned on.

9-3-19 Operation of Curb Stop:

It is unlawful for any person except the Superintendent or a plumber to turn water on at the curb stop, and said plumber shall take no action contrary to the orders of the Superintendent and shall leave the water off or on, as directed by the Superintendent.

9-3-20 Hydrants:

Approved hydrants must be used. Approval is based on the need for uniformity from the standpoint of public safety and maintenance. Hydrants shall be the Clow 2500, Mueller Centurion or equivalent and shall meet the following specifications: Open left 5 ¼ main valve opening, break flange or ground line flange fire hydrants, two 2 ½-inch hose nozzles, National Standard Thread, one 4 ½-inch pumper nozzle for 6'0" depth of bury, with 6" mechanical joint inlet. Hydrants are to be furnished without chains on caps. All hydrants installed must have an 8-inch minimum gate valve and box or as approved by the City.

9-3-21 Protection Hydrants:

Hydrants are required on private property at 300-foot intervals where adequate protection from public hydrants are too distant. All hydrants installed for this purpose must be approved hydrants and connect to not less than an 8-inch main or as approved by the City. Under no conditions may a fire line be metered. For this reason, the owner may not use the hydrant or fire line for any purpose other than fire protection, except as authorized by Section 9-4-10. Private hydrants will be properly flushed at least annually and generally maintained by the owner unless a maintenance agreement has been executed. A hold harmless agreement to the benefit of the City shall be signed between the City and the party requesting a private hydrant inspection.

9-3-22 Replacement of Lead Service Lines:

All lead service lines shall be replaced upon discovery during construction, reconstruction, or remodeling with materials as specified by Grimes City Standard Specification and the plumbing code (Chapter 11-7 of this Code of Ordinances) as adopted by the City of Grimes.

9-4 Water Meters

9-4-1 Purpose:

The purpose of this chapter is to encourage the conservation of water and facilitate the equitable distribution of charges for water service among customers.

9-4-2 Water Use Metered:

All water furnished customers shall be measured through meters furnished by the City and installed by the City, except for construction water paid for under a building permit.

(Code of Iowa, Sec. 384.84[1])

9-4-3 Fire Sprinkler Systems – Exception:

Fire sprinkler systems may be connected to water mains by direct connection without meters under the direct supervision of the Superintendent. No open connection can be incorporated in the system, and there shall be no valves except a main control valve at the entrance to the building, which must be sealed open.

9-4-4 Location of Meters:

All meters shall be so located that they are easily accessible to meter readers and repairmen and protected from freezing. A remote reader for the water meter shall be installed on all new homes on which construction has begun after the effective date of the ordinance codified herein (April 27, 1993). A remote reader shall also be installed on any pre-existing property whenever the meter is replaced and a remote reader is not currently installed. The property owner shall install a remote reader connected to the water meter and the remote reader shall be placed on the outside of the house immediately adjoining any other remote reader located on the outside of the house.

9-4-5 Meter Setting:

The property owner shall provide all necessary piping and fittings for proper setting of the meter including a globe type valve on the discharge side of the meter. Meter pits may be used only upon approval of the Superintendent and shall be of a design and construction approved by the Superintendent.

9-4-6 Meter Costs:

With regard to any meter which is larger than necessary for single family dwellings (5/8 x 3/4" meter), the property owner or customer shall own the meter. The property owner or customer shall not be charged repair or maintenance fees by the City. However, the City has the right of access to inspect and read the meter during reasonable hours. The property owner is required to have the meter tested and certified at least once every five (5) years by an approved testing service identified by the Council pursuant to resolution. The property owner or customer shall pay for testing and repair of the meter. The City reserves the right to require more frequent testing at intervals more frequent than every five (5) years, if the City reasonably believes the meter is not correct or not functioning properly. In the event more frequent testing is requested by the City, the City shall pay for testing if the test determines that the meter is functioning properly. If the meter is in need of repair or replacement, the property owner or customer shall pay for the testing and repair or replacement. Radio-read meter permit cost

shall be provided in accordance to the City fee schedule as adopted by resolution by Council from time to time.

All property owners and customers utilizing water meters in the City shall be charged a rate on a monthly basis for repair or replacement of their water meter. Fees are determined within the City fee schedule as adopted by resolution from time to time by City Council.

The construction water permit allows the user a maximum of five thousand (5,000) gallons of water to be used. All gallons used over and above five thousand (5,000) shall be billed at regular rates per Grimes Code Sections 9-5-2 and 9-7-2. The fee for a construction water permit shall be determined by the City fee schedule as adopted by resolution from time to time by the City Council.

The repairs or replacement for single family dwellings shall be carried out pursuant to the terms of Section 9-4-7.

9-4-7 Meter Repairs or Replacements:

Whenever a 5/8 x 3/4" water meter owned by the City is found to be out of order the Superintendent shall have it repaired or replaced. If it is found that damage to the meter has occurred due to the carelessness or negligence of the customer or property owner, or the meter is not owned by the City, then the property owner shall be liable for the cost of repairs or replacement.

9-4-8 Right of Entry:

The Superintendent or designee shall be permitted to enter the premises of any customer at any reasonable time to read, remove, change a meter or terminate water service.

9-4-9 Irrigation of Meters:

Irrigation meters may be installed by a plumber licensed by the City of Grimes to measure water use for irrigation or swimming pools, yards, gardens and other uses for which sanitary sewer charges are not applicable. The meter shall be permanently installed with backflow prevention as required by the latest edition of the plumbing code as adopted by the City of Grimes. The property owner shall bear all costs associated with the installation including reimbursing the City for the cost of the meter and remote reader assembly. The costs for the meter and remote assembly shall be financed by allowing ten equal payments payable over ten months. This charge shall be included as part of the monthly water bill and will be payable at the same terms of the water bill. A finance charge will not be added to this cost. Irrigation systems shall not be installed within the City right-of-way.

9-4-10 Hydrant Meters:

Any person wishing to use a hydrant meter shall complete an application form, which will be made available to said person by the Superintendent. No meter may be attached to a hydrant except by a City employee or by authorization of the City. No hydrant meter will be installed before April 15 or allowed to remain on a hydrant after October 15 unless authorized by the City. The deposit to be charged for such use of said meters shall be at the same rate as the cost of the meter. All Grimes utility billing customers shall provide a deposit of the actual cost of the meter which deposit will be returned when the meter is returned to the Department Utility Billing Clerk at City Hall. If the meter is returned in a damaged condition, charges for repairs shall be deducted from the deposit. The fee for hookup, disconnection and administration shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by City Council, and users of hydrant meters shall be charged for all water used, based on meter readings. The following regulations apply to the use of hydrant meters:

1. Applicants shall notify the Water Department at least twenty-four (24) hours before the meter is needed, and applicants shall provide their own hoses and fittings aside from the meter and valves.
2. The City will make a hydrant meter available on a first-come, first-served basis, and the meter shall be available to any one user for fifteen (15) calendar days. At the end of that time, the user may reapply. The City reserves the right to withdraw permission to use the meter in emergencies or if the meter is being used in violation of this section or extended to others not specified in the application.
3. Hydrant meters shall be connected to and used only on fire hydrants located within the City.
4. Users shall not tamper with or disturb meter devices or tamper with valves or other connections or appurtenances on the meter or on the City water system.

9-4-11 Meter Installation Fee:

The property owner shall pay an installation fee for each new installation of a water meter and remote reader. The fee shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by City Council.

9-4-12 Meter Testing:

Water meters will be tested by the use of a portable test tank or other approved means. The meter test fee payment will be required to cover costs before a test is made. The fee shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by City Council. If the test shows the meter to be defective, resulting in an overcharge, the required fee will be returned.

9-4-13 Water Not Registering:

If a meter fails to register the quantity of water accurately, the quantity shall be determined and the charge made based upon the average quantity registered during such preceding period of time prior to the date of the meter's failure to register as the water billing department shall decide.

9-5 Water Rates

9-5-1 Service Charges:

Each customer shall pay for water service provided by the City based upon use of water as determined by meters provided for in Chapter 9-4. Each location, building, premises or connection shall be considered a separate and distinct customer whether owned or controlled by the same person or not. The service charges shall be billed as part of a combined service account which means a customer service account for the provision of two or more utility services.

(Code of Iowa, Sec. 384.84)

9-5-2 Rates for Service and Meter Rentals:

Water service shall be furnished at the following monthly rates within the City:

(Code of Iowa, Sec. 384,84[1])

1. Residential and Commercial Rates. The charge for water for residential and commercial use is \$10.20 per each thousand gallons used.

2. Water Used During Construction. The fee for a water construction permit shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by City Council.
3. Meter Charges. Meter fees shall be provided in accordance to the City fee schedule adopted by resolution from time to time by City Council.

9-5-3 Rates Outside the City:

Water service shall be provided any customer located outside the corporate limits of the City which the City has agreed to serve at rates one and one-half times the rates provided in 9-5-2. No such customer, however, will be served unless the customer shall have signed a service contract agreeing to be bound by the ordinances, rules and regulations applying to water service established by the Council.

(Code Iowa, Sec. 384.84)

9-5-4 Billing for Water Service:

Water service shall be billed as part of a combined service account, payable in accordance with the following:

(Code of Iowa, Sec. 384.84)

1. Meters Read. Where remote readers are in place and there is a discrepancy between the remote reader and the actual meter reading, the physical meter reading will be the billed amount.
2. Bill Issued. The Clerk shall prepare and issue bills for combined service accounts on or before the first working day of each month.
3. Bills Payable. Bills for combined service accounts shall be due and payable at the office of the Clerk by the 20th day of the month.
4. Late Payment Penalty. Bills not paid when due shall be considered delinquent. A one-time late payment penalty of one and one-half percent (1.5%) of the amount due shall be added to each delinquent bill.

9-5-5 Service Discontinued:

Water service to delinquent customers shall be discontinued in accordance with the following:

(Code of Iowa, Sec. 384.84)

1. Notice. The Clerk shall notify each delinquent customer with a reminder notice that service will be discontinued if payment of the combined service account, including late payment charges, is not received. Such notice shall be sent by first class mail within seven (7) working days after the bill becomes delinquent.
2. Notice to Landlords. If the customer is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice of delinquency shall also be given to the owner or landlord.
3. Service Discontinued. Disconnect notices will be sent six (6) days after the date that the reminder notice is sent. Such notice shall be sent by regular mail and shall inform the customer of the nature of the delinquency and afford the customer the opportunity for a hearing prior to the discontinuance. The total bill, plus a service charge for the expenses connected with the disconnect notice must be paid within five (5) working days of the date of the disconnect notice or service will be terminated per order of the Superintendent. The

service charge shall be determined by the City fee schedule as adopted by resolution from time to time by City Council.

4. Hearing. If a hearing is requested by noon of the day preceding the shutoff, the City Administrator shall conduct an informal hearing and shall make a determination as to whether the disconnection is justified.
5. Fees. A turn-on fee will be charged to restore water service during regular working hours defined as 8:00 a.m. to 3:00 p.m. on regular City work days of Monday through Friday. An increased turn-on fee will be charged before service is restored at any other time including weekends and holidays. Turn-on fees shall be determined by the City fee schedule as adopted by resolution from time to time by City Council. Delinquent water payments made to the City after 5 p.m. will result in restored water service on the next regular City work day. No turn-on fee or service fee shall be charged to establish water service as a result of a change in occupancies of a property where there is no delinquent water service charge.

9-5-6 Liens for Nonpayment:

The owner of the premises served and any lessee or tenant thereof shall be jointly and severally liable for water service charges to the premises. Water service charges remaining unpaid and delinquent shall constitute a lien upon the premises served and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes.

(Code of Iowa, Sec. 384.84[4])

9-5-7 Lien Exemption:

The lien for nonpayment shall not apply to residential rental properties where water service is separately metered and the charges thereof are paid directly by the tenant, providing the landlord has given written notice to the Clerk that the tenant is liable for the charges and a deposit not exceeding the usual cost of ninety (90) days of water service is paid to the City. The landlord's written notice shall contain the name of the tenant responsible for charges, the address of occupancy and the date of occupancy. A change in tenant shall require a new written notice and deposit. When the tenant moves from the rental property, the Clerk shall refund the deposit if the water service charges are paid in full and the lien exemption shall be lifted from the rental property.

(Code of Iowa, Sec. 384.84[4])

9-5-8 Delinquency and Lien Notices:

A lien for delinquent water service charges shall not be certified to the County Treasurer unless prior written notice of intent to certify a lien is given to the customer. If the customer is a tenant and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord. The notice shall be sent to the appropriate persons by ordinary mail not less than ten (10) days prior to certification of the lien to the County Treasurer.

(Code of Iowa, Sec. 384.84)

9-5-9 Customer Deposits:

There shall be required from every residential customer not the owner of the premises served a deposit intended to guarantee the payment of bills for service. The deposit fee shall be provided in accordance with the City fee schedule adopted by resolution from time to time by City Council. The deposit shall be refunded on notification in writing to the City that the property being serviced has been sold, transferred or conveyed, and a final reading of the meter has been made, a final bill submitted and payment received. The notice shall state the name, address, social security number or other Federal tax identification

number of the person to whom the property has been sold, transferred or conveyed. Any person receiving water service who has been delinquent in paying for water service and has received a shutoff notice because of the delinquency twice shall be required to deposit with the City a fee in accordance to the City fee schedule as adopted by resolution from time to time by City Council. This deposit shall be in addition to any other that has been made. The shutoff notice served shall have printed in bold face type a warning of the conditions under which the additional deposit will be required. If a deposit is required of a customer due to delinquent water payments, the deposit shall be refunded to the customer if the customer makes timely payments of his or her water bill for a period of two (2) years after the deposit to the City.

9-5-10 Water Leakage:

No reduction in billing will be made to water fees in the event of leakage after the water has passed through the meter. It is the owner's responsibility to maintain plumbing to prevent leaks. The property owner may petition the Council for a hearing regarding the possible reduction in sewer fees where there is evidence that the water did not enter the City Sewer System. If the Council grants a reduction in sewer fees, the credit given will be the difference between the actual consumption for the month in which the leakage occurred and the average of the last twelve months of consumption for that customer.

9-5-11 Procedure for Adjustment:

The City Council may, upon petition of a commercial or industrial entity, consider the reduction of water rates for said entity. Consideration shall be dependent upon the total usage of water and a complete cost benefit analysis reflecting the increase in the number of jobs the said entity is bringing to the City of Grimes, the wage rates of the employees, the increased valuation and the resulting tax revenue. Said reduction may be given as an economic incentive in addition to or replacement of other financial incentives. The Council may set a specified time frame for the reduction in rates. Said reduction shall not reduce the water user charges below the City's fixed cost for commodities and utilities for the additional water usage.

9-6 Sanitary Sewer System

9-6-1 Purpose:

The purpose of the chapter of this Code of Ordinances pertaining to Sanitary Sewers is to establish rules and regulations governing the treatment and disposal of sanitary sewage within the City in order to protect the public health, safety and welfare.

9-6-2 Definitions:

For use in these chapters, unless the context specifically indicates otherwise, the following terms are defined:

B.O.D. (denoting Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees C, expressed in milligrams per liter or parts per million.

Building drain means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the wall of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.

Building sewer means the extension from the building drain to the public sewer or other place of disposal.

(IAC, 567-69.3[1])

Combined sewer means a sewer receiving both surface run-off and sewage.

Customer means any person responsible for the production of domestic, commercial or industrial waste which is directly or indirectly discharged into the public sewer system.

Garbage means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

Industrial wastes means the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

Inspector means the person duly authorized by the Council to inspect and approve the installation of building sewers and their connections to the public sewer system; and to inspect such sewerage as may be discharged therefrom.

Natural outlet means any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

On-site wastewater treatment and disposal system means all equipment and devices necessary for proper conduction, collection, storage, treatment, and disposal of wastewater from a dwelling or other facility serving the equivalent of fifteen persons (1500 gpd) or less.

pH means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

Public sewer means a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

Sanitary sewage means sewage discharging from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories or institutions, and free from storm, surface water and industrial waste.

Sanitary sewer means a sewer which carries sewage and to which storm, surface, and groundwaters are not intentionally admitted.

Sewage means a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm waters as may be present.

Sewage treatment plant means any arrangement of devices and structures used for treating sewage.

Sewage works or sewage system means all facilities for collecting, pumping, treating, and disposing of sewage.

Sewer means a pipe or conduit for carrying sewage.

Sewer service charge means any and all charges, rates or fees levied against and payable by customers, as consideration for the servicing of said customers by said sewer system.

Slug means any discharge of water, sewage, or industrial waste which is concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.

Storm drain or storm sewer means a sewer which carries storm and surface waters and drainage but excludes sewage and industrial wastes, other than unpolluted cooling water.

Superintendent means the Superintendent of sewage works and/or of water pollution control of the City or any authorized deputy, agent, or representative.

Suspended solids means solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

Watercourse means a channel in which a flow of water occurs, either continuously or intermittently.

9-6-3 Prohibited Acts:

No person shall do, or allow, any of the following:

1. Damage Sewer System. Maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of the sewer system.

(Code of Iowa, Sec. 716.1)

2. Surface Run-off or Groundwater. Connect a roof downspout, sump pump, exterior foundation drain, areaway drain, or other source of surface run-off or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.
3. Manholes. Open or enter any manhole of the sewer system, except by authority of the Superintendent.
4. Objectionable Wastes. Place or deposit in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of the City, any human or animal excrement, garbage, or other objectionable waste.
5. Septic Tanks. Construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage except as provided in these chapters.

(Code of Iowa, Sec. 364.12[3f])

6. Untreated Discharge. Discharge to any natural outlet within the City, or in any area under its jurisdiction, any sanitary sewage, industrial wastes, or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of these chapters.

(Code of Iowa, Sec. 364.12[3f])

9-6-4 Sewer Connection Required:

The owners of any houses, buildings, or properties used for human occupancy, employment, recreation or other purposes, situated within the City and abutting any street, alley or right-of-way in which there is now located, or may in the future be located, a public sanitary or combined sewer, are hereby required to install, at such owner's expense, suitable toilet facilities therein and a building sewer connecting such facilities directly with the proper public sewer, and to maintain such compliance to be completed within thirty (30) days after the date of official notice from the City to do so provided that said public sewer is located within one hundred (100) feet (30.5 meters) of the property line of such owner and is of such design as to receive and convey by gravity such sewage as may be conveyed to it. Billing for sanitary sewer service will begin the date of official notice to connect to the public sewer. The Grimes City Council may waive any or all of the requirements of this section upon petition of the property owner.

(Code of Iowa, Sec. 364.12[3f], IAC, 567-69.3[3])

9-6-5 Uniform Plumbing Code:

Connection requirements, construction standards and penalties for violation associated with building sewers and connections to the City's public sewer are provided in the Uniform Plumbing Code, as adopted by the City. (See Chapter 11-7 of this Code of Ordinances.)

9-6-6 Abandoned Connections:

When an existing sewer service is abandoned or a service is renewed, all abandoned building sewers shall be plugged or capped in accordance with the Uniform Plumbing Code. A building sewer shall be considered abandoned unless a building permit for a replacement structure which requires sewer service has been applied for, approved and cost paid. If this exception applies, then the building sewer to be reused shall be temporarily disconnected at the property line in a manner approved by the Superintendent. This procedure shall be required at the same time the demolition permit is issued.

9-6-7 Service Outside the City:

The owners of property outside the corporate limits of the City so situated that it may be served by the City sewer system may apply to the Council for permission to connect to the public sewer upon the terms and conditions stipulated by resolution of the Council.

9-6-8 Right of Entry:

The Superintendent and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling, and testing in accordance with the provisions of these Sanitary Sewer chapters. The Superintendent or representatives shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

9-6-9 Owner's Liability Limited:

While performing the necessary work on private property, the Superintendent or duly authorized employees of the City shall observe all safety rules applicable to the premise established by the owner or occupant and the owner or occupant shall be held harmless for injury or death to City employees and the City shall indemnify the owner or occupant against loss or damage to its property by City employees and against liability claims and demands for personal injury or property damage asserted against the owner or occupant and growing out of any gauging and sampling operation, except as much may be caused by negligence or failure of the owner or occupant to maintain safe conditions.

9-6-10 Use of Easements:

The Superintendent and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of, but not limited to inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with terms of the duly negotiated easement pertaining to the private property involved.

9-6-11 Special Permits:

The following special penalty provisions shall apply to violations of these Sanitary Sewer chapters:

1. Notice of Violation. Any person found to be violating any provision of these chapters except subsection 1, 3 and 4 of Section 9-6-4, shall be served by the City with written notice stating the nature of the

violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

2. Continuing Violations. Any person who shall continue any violation beyond the time limit provided for in subsection 1 hereof, shall be guilty of a misdemeanor, and on conviction thereof shall be fined an amount not exceeding one hundred dollars (\$100.00) for each violation. Each day in any such violation shall be deemed a separate offense.
3. Liability Imposed. Any person violating any of the provisions of these chapters shall become liable to the City for any expense, loss, or damage occasioned by the City by reason of such violation.

9-6-12 Dry Sewer System:

In addition to constructing a private sewage disposal system in accordance with the Uniform Plumbing Code, an owner shall construct a dry sewer system to all buildings or properties that are situated in the City which are not used for human occupancy even if a public sewer is not presently available. "Dry sewer system" means the completed assemblage of a sewer system that is capable of being connected to a public sewer once such service is available at that particular location.

9-7 Building Sewers and Connections

9-7-1 Permit:

No unauthorized person shall uncover, make any connection with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City. The application for the permit shall set forth the location and description of the property to be connected with the sewer system and the purpose for which the sewer is to be used, and shall be supplemented by the plans, specifications, or other information considered pertinent. The permit shall require the owner to complete construction and connection to the building sewer to the public sewer within sixty (60) days after the issuance of the permit, except that when a property owner makes sufficient showing that due to conditions beyond that owner's control or peculiar hardship, such time period is inequitable or unfair, an extension of time within which to comply with the provisions herein may be granted. Any sewer connection permit may be revoked at any time for a violation of these chapters.

9-7-2 Permit Fee:

The person who makes the application shall pay a fee in the amount listed below to the Clerk to reimburse the City for costs borne by the City in making sewer service available to the property served.

Sewer Connection and Tapping Fees	
Commercial/Industrial	\$2,250.00 per acre. Over 5 acres may be negotiated
Single Family Dwelling	\$ 750.00
Duplex	\$ 750.00 per unit
4-plex	\$ 750.00 per unit
Apartment	\$ 750.00 per unit
Condominiums	\$ 750.00 per unit

9-7-3 Plumber Required:

All installations of building sewers and connections to the public sewer shall be made by a plumber licensed by the City. The Superintendent shall have the power to suspend the license of any plumber for violation of any of the provisions of these Sanitary Sewer chapters.

9-7-4 Excavations:

All excavations required for the installation of a building sewer shall be open trench work unless otherwise approved by the City. Pipe laying and backfill shall be performed in accordance with A.S.T.M. Specification C-12, except that no backfill shall be placed until the work has been inspected.

9-7-5 Connection Requirements:

Any connection with a public sanitary sewer must be made under the direct supervision of the Superintendent and in accordance with the following:

1. The installation of the building sewer and its connection to the public sewer shall conform to the requirements of the Uniform Plumbing Code, the laws of the State and the City Standard Specifications. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installation.
2. Size. Building sewers shall be sized for the peak expected sewage flow from the building with a minimum building sewer size of four (4) inches.
3. Sewage Lifts. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried to such drain shall be lifted by approved artificial means and discharged to the building sewer.
4. Bearing Walls. No building sewer shall be laid parallel to, or within three (3) feet of any bearing wall, which might thereby be weakened.
5. Unstable Soil. No sewer connection shall be laid so that it is exposed when crossing any watercourse. When an old watercourse must of necessity be crossed or where there is any danger of undermining or settlement, approved sewer pipe thoroughly encased in concrete shall be required for such crossings. Such encasement shall extend at least six (6) inches on all sides of the pipe. The cast iron pipe or encased clay pipe shall rest on firm, solid material at either end.
6. Preparation of Basement or Crawl Space. No connection for any residence, business or other structure with any sanitary sewer shall be made unless the basement floor is poured, or in the case of a building with a slab or crawl space, unless the ground floor is installed with the area adjacent to the foundation of such building cleared of debris and backfilled.
7. The backfill shall be well compacted and graded so that the drainage is away from the foundation. Prior to the time the basement floor is poured, or the first floor is installed in buildings with basements, the sewer shall be plugged and the plug shall be sealed by the Superintendent. Any accumulation of water in any excavation or basement during construction and prior to connection to the sanitary sewer shall be removed by means other than draining into the sanitary sewer.

9-7-6 Property Owner's Responsibility:

All costs and expenses incident to the installation, connection and maintenance of the building sewer shall be borne by the owner. The owner shall indemnify the City from loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

9-7-7 Abatement of Violation:

Construction or maintenance of building sewer lines whether located upon the private property of any owner or in the public right-of-way, which construction or maintenance is in violation of any of the

requirements of this chapter, shall be corrected, at the owner's expense, within thirty (30) days after the date of official notice from the Council of such violation. If not made within such time the Council shall, in addition to the other penalties herein provided, have the right to finish and correct the work and assess the cost thereof to the property owner. Such assessment shall be collected with and in the same manner as general property taxes.

(Code of Iowa, Sec. 364.12[3])

9-8 Use of Public Sewers

9-8-1 Storm Water:

No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof run-off, sub-surface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or unpolluted process waters may be discharged on approval of the Superintendent. Industrial cooling water or unpolluted process waters may be discharged on approval of the Superintendent, to a storm sewer, combined sewer or natural outlet.

9-8-2 Surface Water Exception:

Special permits for discharging surface waters to a public sanitary sewer may be issued by the Council upon recommendation of the Superintendent where such discharge is deemed necessary or advisable for purposes of flushing, but any permit so issued shall be subject to revocation at any time deemed to the best interests of the sewer system.

9-8-3 Prohibited Discharges:

No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

1. Flammable or Explosive Material. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
2. Toxic or Poisonous Materials. Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either single or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters or the sewage treatment plant, including but not limited to cyanides in excess of two (2) milligrams per liter as CN in the wastes as discharged to the public sewer.
3. Corrosive Wastes. Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
4. Solid or Viscous Substances. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshing, entrails, and paper dishes, cups, mild containers, etc., either whole or ground by garbage grinders.

5. Excessive B.O.D., Solids, Nitrogen or Flow. Any waters or wastes having (a) a five (5) day biochemical oxygen demand greater than two hundred-fifty (250) parts per million by weight, or (b) containing more than two hundred fifty (250) parts per million by weight of suspended solids, or (c) a total Kjeldahl nitrogen (TKN) concentration of more than 50 parts per million by weight, or (d) having an average daily flow greater than fifty thousand (50,000) gallons per day, shall be subject to the review of the Superintendent. Where necessary in the opinion of the Superintendent, the owner shall provide, at the owner's expense, such preliminary treatment as may be necessary to (a) reduce the biochemical oxygen demand to two hundred fifty (250) parts per million by weight, or (b) reduce the suspended solids to two hundred fifty (250) parts per million by weight, or (c) reduce the TKN to 50 parts per million by weight, or (d) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Superintendent and no construction of such facilities shall be commenced until said approvals are obtained in writing.

9-8-4 Restricted Discharges:

No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the Superintendent that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream or can otherwise endanger life, limb, public property, or constitute a nuisance. The following factors shall be evaluated when determining what is to be considered a restricted discharge: the quantities of subject wastes in relation to flows and velocities in the sewers, materials or construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors.

The substances restricted are:

1. High Temperature. Any liquid or vapor having a temperature higher than one hundred fifty (150) degrees F (65 degrees C).
2. Fat, Oil, Grease. Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) milligrams per liter or six hundred (600) milligrams per liter of dispersed or other soluble matter.
3. Viscous Substances. Water or wastes containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees F (0 and 65 degrees C).
4. Garbage. Any garbage that has not been properly shredded, that is to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) the diameter of the sewer pipe in any dimension.
5. Acids. Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solution whether neutralized or not.
6. Toxic or Objectionable Wastes. Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the Superintendent for such materials.
7. Odor or Taste. Any waters or wastes containing phenols or other tastes or odor producing substances, in such concentrations exceeding limits which may be established by the Superintendent as necessary, after treatment of the composite sewage, to meet the requirements of State, Federal, or other public agencies or jurisdiction for such discharge to the receiving waters.

8. Radioactive Wastes. Any radioactive wastes or isotopes of such half-life or concentration that exceeds limits established by the Superintendent in compliance with applicable State or Federal regulation.
9. Excess wastes. Any waters or wastes having a pH in excess of 9.5.
10. Unusual Wastes. Materials which exert or cause:
 - A. Unusual concentrations of inert suspended solids (such as, but not limited to, Fuller earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
 - B. Excessive discoloration (such as, but not limited to dye wastes and vegetable tanning solutions).
 - C. Unusual B.O.D., chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
 - D. Unusual volume of flow or concentration of wastes consisting "slugs" as defined herein.
11. Noxious or Malodorous Gases. Any noxious or malodorous gas or other substance which either singly or by interaction with other wastes is capable of creating a public nuisance or hazard to life or of preventing entry into sewers for their maintenance and repairs.
12. Damaging Substances. Any waters, wastes, materials or substances which react with water or wastes in the sewer system to release noxious gases, develop color of undesirable intensity, form suspended solids in objectionable concentration or create any other condition deleterious to structures and treatment processes.
13. Untreatable Wastes. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

9-8-5 Restricted Discharges – Powers:

If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which contain the substances or possess the characteristics enumerated in Sections 97.03 or 97.04 and which in the judgment of the Superintendent may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Superintendent shall:

1. Rejection. Reject the wastes by requiring disconnection from the public sewage system;
2. Pretreatment. Require pretreatment to an acceptable condition for discharge to the public sewers;
3. Controls Imposed. Require control over the quantities and rates of discharge; and/or
4. Special Charges. Require payment to cover the added costs of handling and testing the wastes which are not covered by existing taxes or sewer charges under the provisions of Chapter 9-10.

9-8-6 Special Facilities:

If the Superintendent permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to review and approval of the Superintendent and subject to the requirements of all applicable codes, ordinances and laws. Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at the owner's expense.

9-8-7 Control Manholes:

When required by the Superintendent, the owner of any property served by the building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be constructed in accordance with plans approved by the Superintendent. The manhole shall be installed by the owner at the owner's expense, and shall be maintained by the owner so as to be safe and accessible at all times.

9-8-8 Testing of Wastes:

All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in the chapter shall be determined in accordance with the latest edition of *Standard Methods for the Examination of Water and Wastewater*, published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a twenty-four (24) hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, B.O.D. and suspended solids analyses are obtained from twenty-four (24) hour composites of all outfalls whereas pH's are determined from periodic grab samples).

9-9 Private On-Site Wastewater Systems

9-9-1 When Prohibited:

Except as otherwise provided in this chapter, it is unlawful to construct or maintain any on-site wastewater treatment and disposal system or other facility intended or used for the disposal of sewage.

(Code of Iowa, Sec. 364.12[3f])

9-9-2 When Required:

Where a public sanitary sewer is not available under the provisions of Section 9-9-4, every building wherein persons reside, congregate or are employed shall be provided with a private on-site wastewater treatment system complying with the provisions of this chapter.

9-9-3 Compliance with Regulations:

The type, capacity, location and layout of a private on-site wastewater treatment and disposal system shall comply with the specifications and requirements set forth by the Iowa Administrative Code 567, Chapter 69, and with such additional requirements as are prescribed by the regulations of the County Board of Health.

(IAC, 567-69.3[3])

9-9-4 Permit Required:

No person shall install or reconstruct a private on-site wastewater treatment and disposal system without first obtaining a permit from the County Board of Health.

9-9-5 Discharge Restrictions:

It is unlawful to discharge any wastewater from a private on-site wastewater treatment and disposal system to any ditch, stream, pond, lake, natural or artificial waterway, drain tile, or the surface of the ground unless such system has been approved by the County Board of Health.

(IAC, 567-69.3[3])

9-9-6 Maintenance of System:

The owner of a private on-site wastewater treatment and disposal system shall operate and maintain the system in a sanitary manner at all times and at no expense to the City.

9-9-7 Systems Abandoned:

At such time as a public sewer becomes available to a property served by a private on-site wastewater treatment and disposal system, as provided in Section 9-6-4, a direct connection shall be made to the public sewer in compliance with these Sanitary Sewer chapters and the on-site wastewater treatment and disposal system shall be abandoned and filled with suitable material.

9-9-8 Disposal of Septage:

No person shall dispose of septage from an on-site treatment system at any location except an approved disposal site.

9-10 Sewer Usage Charge

9-10-1 Purpose:

It is determined and declared to be necessary and conducive to the protection of the public health, safety, welfare and convenience to the City to collect charges from all users who contribute wastewater to the City's treatment works. The proceeds of such charges so derived will be used for the purpose of operating, maintaining and retiring the debt for such public wastewater treatment works.

9-10-2 Definitions:

For use in this chapter, the following terms are defined:

Normal domestic wastewater means wastewater that has a B.O.D. concentration of not more than 250 mg/l, a suspended solids concentration of not more than 250 mg/l and a total Kjeldahl nitrogen concentration of not more than 50 mg/l.

Operation and Maintenance means all expenditures during the useful life of the wastewater treatment works for materials, labor, utilities and other items which are necessary for managing and maintaining the sewage works to achieve the capacity and performance for which such works were designed and constructed.

Replacement means expenditures for obtaining and installing equipment, accessories and appurtenances which are necessary during the useful life of the wastewater treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.

Treatment works means any devices and systems for the storage, treatment, recycling and reclamation of municipal sewage, domestic sewage, or liquid industrial wastes discharges to the municipal sewage system. These include intercepting sewers, outfall sewers, sewage collection systems, pumping, power and other equipment and their appurtenances, extensions, improvement, remodeling, additions and

alterations thereof; elements essential to provide a reliable system, such as flow equalization and auxiliary power; and any work, including site acquisition of the land which will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment (including land used for land application of sludge); or any other method or system preventing, abating, reducing, storing, treating, separating or disposing of municipal waste or industrial waste discharge of the municipal sewage system.

Useful life means the estimated period during which a wastewater treatment works will be operated.

User includes each individual unit, even if it is located in a multiple unit being used for dwelling purposes, industrial purposes, commercial purposes, other purposes or a combination thereof and as may be determined by the City.

User charge means the portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance and replacement of the wastewater treatment works.

Water meter or sewer meter means a water volume measuring and recording device, furnished by the City or furnished and/or installed by a user and approved by the City. The installing user shall be the user responsible for the meter and shall be responsible for payment for the services provided hereunder.

9-10-3 Adequate:

The user charge system shall generate annual revenues sufficient in each year for the payment of annual operation and maintenance, including replacement, and for the payment of principal and interest on debt retirement associated with financing the treatment works, all of which the City may by ordinance designate to be paid by the user charge system. All revenues generated from the user charge system shall be deposited when collected into the Wastewater Revenue Fund and shall be disbursed in accordance with applicable debt resolutions on a monthly basis as follows:

1. Operations and Maintenance Fund. Money in the Revenue Fund shall first be disbursed into the Wastewater Operations Fund to pay current month expenses of operation and maintenance including replacement.
2. Sewer Sinking Fund. Money in the Revenue Fund shall next be disbursed into the Sewer Sinking Fund to pay principal of and interest on any debt retirement required in the current year. The amount to be deposited into the Sinking Fund in any month shall be equal to 1/12 of the total principal and interest payment due in the current year.
3. Sewer Debt Service Reserve. Money in the Revenue Fund shall be disbursed into a Sewer Debt Service Reserve in an amount equal to at least the lesser of (i) the maximum amount of principal and interest coming due on issued debt in any succeeding fiscal year; or (ii) ten percent of the proceeds of issued debt. In each month there shall be deposited an amount at least equal to 10% of the amount to be deposited in such month into the Sinking Fund. When the amount in the Reserve Fund accumulates to the balance required, no further deposits shall be required to the Reserve Fund, except to maintain that balance.
4. Sewer Improvement Fund. Money in the Revenue Fund shall next be disbursed to maintain a Sewer Improvement Fund. The minimum amount to be deposited in the Improvement Fund each month shall be \$2,000; provided, however, when the amount on deposit shall equal \$100,000, no further monthly deposits need be made to the Improvement Fund, except to maintain that balance.

5. Sewer Replacement Fund. Money in the Revenue Fund shall next be disbursed to maintain a Sewer Replacement Fund. The minimum amount to be deposited in the Replacement Fund each month shall be \$2,000. Money in the Replacement Fund may be used to pay for replacement or repair costs on equipment of the system, to pay for any property purchased for the system, to pay for capital improvements on the system or for any lawful purpose.
6. Surplus Revenue. All money thereafter remaining in the Revenue Fund at the end of each month may be deposited in any of the above funds or may be held in the Revenue Fund as reserves to pay for extraordinary repairs and replacements to the system or for any lawful purpose.

9-10-4 Sewer User Charge System:

Each user shall pay for the services provided by the City based on said user's use of the wastewater treatment works as determined by a water meter or a sewer meter acceptable to the City.

1. Sewer user charges shall be based on actual water used during the current monthly billing period. If a commercial or industrial (nonresidential) user has a consumptive use of water, the user charge for that user may be based on a wastewater meter installed and maintained at the user's expense, and in a manner acceptable to the City.
2. A. Individual Sewer Service- The minimum charge per month for individual sewer service shall be \$7.65 and includes the first 1,000 gallons. The minimum charge shall be paid by the user responsible for the water meter. A partial month of sewer service shall be prorated.

Additional usage charges will apply for usage in excess of the gallons included in the minimum fees. Each user responsible for a water meter (except as provided in subsection 3 of this section) shall pay a usage charge of \$7.65 per thousand gallons for all usage in excess of 1,000 gallons.

- B. Multi-unit Sewer Service with One Meter- In computing the minimum monthly charge for a multi-unit apartment or business complex served by one water meter, the monthly minimum charge will be based on the number of units per structure or complex times \$7.65. The minimum sewer usage will be calculated by multiplying the number of units in the structure or complex times 1,000 gallons. This minimum sewer usage total shall be deducted from the total number of gallons used by the commercial apartment or complex during the month. An additional charged amount shall be computed based on the gallons of water used in excess of the total minimum sewer usage calculation, and charged at a rate of \$7.65 per thousand gallons. The City will bill only the property owner of the multi-unit apartment or business complex for these sewer usage fees and the property owner will be legally responsible for the payment of the full sewer usage billing. A partial month of sewer service shall be prorated.
3. Users who generate wastewater which is more concentrated than normal domestic wastewater as defined in Section 9-10-2 and users who generate more than an average of 50,000 gallons per day during the entire current billing period and have been approved by the Superintendent for discharge to the sewer system shall be charged the following rates for the excess of concentration over and above the normal domestic wastewater and/or the excess of flow over and above the rate of 50,000 gallons per day during the current billing period:

Flow in excess of 50,000 gallons per day	\$.32 per 1,000 gallons
B.O.D. per pound in excess of normal domestic wastewater	\$.20 per pound B.O.D.

Suspended solids in excess of normal domestic wastewater	\$.16 per pound SS
NH3-N in excess of normal domestic wastewater	\$.75 per pound NH3-N

All users shall pay the rates set forth in subsection 2 for contribution of the normal domestic wastewater and/or for flow up to 50,000 gallons per day average over the current billing period. The above rates shall apply only to the excess over and above the normal domestic wastewater concentration and average flow of 50,000 gallons per day. Users who contribute wastewater in excess of 50,000 gallons per day on the average or in concentration greater than the normal domestic wastewater may be required by the City to execute a treatment agreement which shall stipulate the average day, peak day and peak hour flow and/or strength of the wastewater. Tests for wastewater strength shall be averaged over a monthly period based on one test per week. The City may require pretreatment of wastewater prior to delivery to the City wastewater system.

EDITOR'S NOTE.

For the methodology of the use rate structure, refer to the Appendix of this Code of Ordinances.

9-10-5 Payment of User Charges; Procedure of Adjustment:

1. All sewer charges shall be due and payable under the same terms and conditions provided for the payment of water services as set forth in Chapter 9-5 of this Code of Ordinances. The provisions contained in Section 9-5-8 relating to notices of delinquency, service discontinuation and lien notices shall also apply in the event of a delinquent sewer user charge, except there shall be no sewer service restoration fee if water service is also restored.
2. In the event that a request for determination of water charges has been filed under Section 9-5-11 of this Code of Ordinances, the City Council may also consider an adjustment to the sewer user charges.
3. Adjustments, if any, of sewer user charges made by the City Council in such procedure shall not reduce sewer user charges below the City's fixed cost for commodities and utilities for the additional sewer usage.

9-10-6 User Charges Outside City Limits:

Municipal sewer users located outside the City limits shall pay an additional charge for sewer use which shall be \$2.88 per 1,000 gallons under the sewer user charge system. The combined charges for users outside the City limits shall be the amount for the same user if located within the City limits plus \$2.88 per 1,000 gallons used during the billing period. The City Council may adjust these rates upon consideration of a petition from the land owner.

9-10-7 Lien for Nonpayment:

The owner of the premises served and any lessee or tenant thereof shall be jointly and severally liable for sewer user charges to the premises. Sewer user charges remaining unpaid and delinquent shall constitute a lien upon the premises served and shall be certified to the County Treasurer for collection in the same manner as property taxes.

(Code of Iowa, Sec. 384.84[1])

9-10-8 Review of Rates:

The City shall review the user charge system at least once every two years and revise user charge rates as necessary to ensure that the system generates adequate revenues to pay the costs of operations and maintenance including replacement, and that the system continues to provide for the proportional distribution of operation and maintenance including replacement among users and user classes.

9-10-9 Precedence:

The user charge system shall take precedence over any terms or conditions of agreements or contracts which are inconsistent with the requirements of Section 204(b)(1)(A) or the Federal Clean Water Act and 40 CFR 35.2140, dated February 17, 1984.

9-11 Illicit Discharge and Connection

9-11-1 Purpose:

The purpose of this ordinance is to provide for the health, safety, and general welfare of the citizens of Grimes through the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by Federal and State law. This ordinance establishes methods for controlling the introduction of pollutants into the Municipal Separate Storm Sewer System (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this ordinance are:

- (1) To regulate the contribution of pollutants to the MS4 by storm water discharges by any user.
- (2) To prohibit illicit connections and discharges to the MS4.
- (3) To establish legal authority to carry out all inspection, surveillance, monitoring, and enforcement procedures necessary to ensure compliance with this ordinance.

9-11-2 Definitions:

For use in this chapter unless the context specifically indicates otherwise, the following terms are defined:

Allowable Non-Storm Water – Discharges from fire fighting activities, fire hydrant flushing, potable water sources, waterline flushing, uncontaminated groundwater, foundation or footing drains where flows are not contaminated with process materials such as solvents, springs, riparian habitats, wetlands, irrigation water, air conditioning condensate, exterior building wash water when no detergents or other surfactants are used and pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred and when no detergents or other surfactants are used.

Approval - Formal, written consent by the City Council, or authorized representative of the City.

Best Management Practices (BMPs) - Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. Common BMPs are described in the *Iowa SUDAS Standards and Specifications for Erosion and Sediment Control* and the recommendations provided on the SUDAS website: www.iowasudas.com. Those BMPs covered by SUDAS are not meant to be a comprehensive list of acceptable BMPs. BMPs must be adapted to the site and can be adopted from other sources.

City - City of Grimes, Iowa.

City Council - City Council of Grimes, Iowa.

COSESCO - Construction Site Erosion and Sediment Control

CWA – The Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972).

Department – The Iowa Department of Natural Resources (IDNR) or an authorized representative.

Discharge – The release of water and any elements, compounds and particles contained within or upon, from property owned or controlled by an individual, individuals, or entity.

Hazardous Materials – Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal Discharge - Any direct or indirect non-storm water discharge to the storm drain system except as exempted in this ordinance.

Illicit Connection – An illicit connection is defined as either of the following:

- a. Any drain or conveyance, whether on the surface or subsurface that allows an illegal discharge to enter the storm drain system including but not limited to any conveyances that allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or,
- b. Any drain or conveyance connected from a commercial or industrial land use to the storm drain system that has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Municipal Separate Storm Sewer System (MS4) - The conveyance or system of conveyances including storm sewers, roadways, road with drainage systems, catch basins, curbs, gutters, ditches, constructed channels, and storm drains owned or operated by the permittee.

National Pollutant Discharge Elimination System (NPDES) - Is the program for issuing, modifying, revoking, reissuing, terminating, monitoring and enforcing permits under the Clean Water Act (Sections 301, 318, 402, and 405) and United States Code of Federal Regulations Title 33, Sections 1317, 1328, 1342, and 1345.

Non-Storm Water Discharge – Any discharge to the storm drain system that is not composed entirely of storm water.

Owner - The person or party possessing the title of the land on which the construction activities will occur; or if the construction activity is for a lease holder, the party or individual identified as the leaseholder; or the contracting government agency responsible for the construction activity.

Permittee - A person or persons, firm or government agency or other institution that signs a permit which has not expired nor been revoked.

Point Source – A discernible confined and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

Pollutant – Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes

and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Property – includes but is not limited to real estate, fixtures, facilities and premises of any kind located upon, under or above the real estate.

Responsible Party – is one or more persons that control or are in possession of or own property. Responsible parties shall be jointly and severally responsible for compliance with this ordinance and jointly and severally liable for any illicit discharge from the property controlled, possessed or owned.

Sediment Control - Methods employed to prevent sediment from leaving the site. Sediment control practices include but are not limited to silt fences, sediment traps, earth dikes, drainage swales, check dams, subsurface drains, pipe slope drains, storm drain inlet protection and temporary or permanent sedimentation basins.

Significant Materials – Includes but is not limited to: raw materials, fuels, materials such as solvents, detergent, and plastic pellets, finished materials such as metallic products, raw materials used in food processing or production: hazardous substances designated under Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); any chemical the facility is required to report pursuant to Emergency Planning and Community Right-to-Know Act (EPCRA) Section 313; fertilizers; pesticides; and waste products such as ashes, slag and sludge that have the potential to be released with storm water discharges.

Stormwater - Storm water runoff, snow melt runoff and surface runoff and drainage. (NOTE: Agricultural storm water runoff is excluded by Federal Regulation 40 CFR 122.3 (e) as amended through June 15, 1992).

Storm Water Discharge Associated with Industrial Activity – The discharge from any conveyance that is used for collecting and conveying storm water and that is directly related to manufacturing, processing or raw materials storage areas at an industrial plant. The term does not include discharges from facilities or activities excluded from the NPDES program. For the categories of industries identified or activities identified in paragraphs (i) through (x) of this definition, the term includes but is not limited to storm water discharges from industrial plant yards; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste materials, or by-products used or created by the facility; material handling sites; refuse sites; sites used for the application or disposal of process waters (as defined at 40 CFR Part 401); sites used for the storage and maintenance of material handling equipment; sites used for residual treatment, storage, or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and finished products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to storm water. For the categories of industries identified in paragraph (xi) of this definition, the term includes only storm water discharges from all areas (except access roads and rail lines) listed in the previous sentence where material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by-products, or industrial machinery are exposed to storm water. For the purpose for this paragraph, material handling activities include the storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, finished product, by-product or waste product. The term excludes areas located on plant lands separate from the plant's industrial activities, such as office buildings and accompanying parking lots as long as the drainage from the excluded areas is not mixed with storm water drained from the above described areas. Industrial facilities (including industrial facilities that are Federally, State, or municipally owned or

operated that meet the description of the facilities listed in paragraphs (i) to (xi) of this definition include those facilities designated under 122.26 (a)(91)(v). The following categories of facilities are considered to be engaging in "industrial activity" for purposes of this subsection:

- a. Facilities subject to storm water effluent limitations guidelines, new source performance standards, or toxic pollutant effluent standards under 40 CFR Subchapter N (except facilities with toxic pollutant effluent standards that are exempted under category (xi) of this definition);
- b. Facilities classified as standard industrial classifications 24 (except 2434), 26 (except 265 and 267), 28 (except 283 and 285), 29, 31, 32 (except 323), 33, 3441, and 373;
- c. Facilities classified as Standard Industrial Classifications 10 through 14 (mineral industry) including active or inactive mining operations except for areas of coal mining operations no longer meeting the definition of a reclamation area under 40 CFR 434.11 (1) because the performance bond issued to the facility by the appropriate SMCRA authority has been released, or except for areas of non-coal mining operations that have been released from applicable State or Federal reclamation requirements (after December 17, 1990) and oil and gas exploration, production, processing, or treatment operations, or transmission facilities that discharge storm water contaminated by contact with or that has come into contact with, any overburden, raw material, intermediate products, finished products, by-products or waste products located on the site of such operation; inactive mining operations are mining sites that are not being actively mined, but that have an identifiable owner/operator;
- d. Hazardous waste treatment, storage, or disposal facilities, including those that are operating under interim status or a permit under Subtitle C of RCRA;
- e. Landfills, land application sites, and operational dumps that have received any industrial wastes (waste that is received from any of the facilities described under this subsection) including those that are subject to regulation under Subtitle D of RCRA;
- f. Facilities involved in the recycling of materials, including metal scrap yards, battery reclaimers, salvage yards, and automobile junkyards, including but not limited to those classified as Standard Industrial classification 5015 and 5093;
- g. Steam electric power generating facilities, including coal handling sites;
- h. Transportation facilities classified as Standard Industrial Classification 40, 41, 42 (except 4221-25), 43, 44, 45 and 5171 that have vehicle maintenance shops, equipment cleaning operations, or airport deicing operations. Only those portions of the facility that are either involved in vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication, equipment cleaning operations, airport deicing operations, or that are otherwise identified under paragraphs (i) to (vii) or (ix) to (xi) of this subsection are associated with industrial activity;
- i. Treatment works treating domestic sewage or any other sewage sludge or wastewater treatment device or system, used in the storage treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated to the disposal of sewage sludge that are located within the confines of the facility, with a design flow of 1.0 mgd or more, or required to have approved pretreatment program under 40 CFR Part 403. Not included are farm lands, domestic gardens or lands used for sludge management where sludge is beneficially reused and that are not physically located in the confines of the facility, or areas that are in compliance with 40 CFR Part 503;

- j. Construction activity including clearing, grading and excavation activities that result in the disturbance of 1 acre or more of total land area or which result in the disturbance of less than 1 acre but are part of a larger common plan of development or sale of 1 acre or more;
- k. Facilities under Standard Industrial Classification 20, 21, 22, 23, 265, 267, 27, 283, 285, 30, 31 (except 311) 323, 349 (except 3441), 35, 36, 37 (except 373), 38, 39, 422-25, (and that are not otherwise included within categories (i) to (x)).

Surface Water or Waters - All streams, lakes, ponds, marshes, wetlands, reservoirs, springs, rivers, drainage systems, waterways, watercourses and irrigation systems whether natural or artificial, public or private.

Waters of the State - Rivers, streams, lakes and any other bodies of surface and subsurface water lying within or forming a part of the boundaries of the State which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or by two or more persons jointly or as tenants in common. "Waters of the State" includes waters of the United States lying within the State.

(Iowa Code 455B.381 (10))

9-11-3 Findings:

1. The U.S. EPA's National Pollutant Discharge Elimination System (NPDES) permit program (Program) administered by the Iowa Department of Natural Resources (IDNR) requires that cities meeting certain demographic and environmental impact criteria obtain from the IDNR an NPDES permit for the discharge of storm water from a Municipal Separate Storm Sewer System (MS4). The City of Grimes is subject to the Program and is required to obtain, and has obtained, an MS4 Permit; the City's MS4 Permit is on file at the office of the city clerk and is available for public inspection during regular office hours.
2. As a condition of the City's MS4 Permit, the City is obliged to adopt and enforce an Illicit Discharge and Connection to Storm Sewer System ordinance.
3. No State or Federal funds have been made available to assist the City in administering and enforcing the Program. Accordingly, the City shall fund its operations under this ordinance entirely by charges imposed on the owners of properties which are made subject to the Program by virtue of State and Federal law, and/or other sources of funding established by a separate ordinance.
4. Terms used in this ordinance shall have the meanings specified in the Program.
5. Nothing in this ordinance shall be deemed to relieve a responsible party subject to an IDNR-issued industrial discharge permit or any other Federal, State or City permit, statute, ordinance or rule from any obligation imposed by such permit, statute, ordinance or rule if any such obligation is greater than any obligation imposed by this ordinance.

9-11-4 Illicit Discharges Prohibited:

1a. Residential

- Septic systems
- Oil, chemicals
- Illegal connections to storm sewer
- Silt

1b. Commercial / Industrial

- All items included in residential
 - Concrete wash out water
 - Filling stations
 - Outdoor washing
 - Disposal of food waste
 - Dumpster management
 - Other items the City determines should be included
2. Any discharge into the City's storm sewer system prohibited by the City's MS4 Permit, the terms of which are hereby incorporated by reference, shall be deemed an "illicit discharge" in violation of this ordinance.
 3. Sediment pollution originating from excessive erosion rates on a construction site not otherwise subject to the City's COSESCO ordinance or sediment pollution entering a municipal storm sewer that causes a water quality violation as determined by the DNR shall be deemed an illicit discharge in violation of this ordinance.

9-11-5 Illicit Connections Prohibited:

1. For purposes of this ordinance, an "illicit connection" to the City's storm sewer system is any physical connection or other topographical or other condition, natural or artificial, which is not specifically authorized by ordinance or written rule of the City, which causes or facilitates, directly or indirectly, an illicit discharge.
2. The construction, use, maintenance or continued existence of any illicit connection shall constitute a violation of this ordinance.
3. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

9-11-6 Industrial Discharges:

1. Any responsible party subject to an industrial NPDES discharge permit issued by the IDNR shall comply with all provisions of such permit.
2. Proof of compliance with said permit may be required in a form acceptable to the enforcement officer prior to discharges to the storm sewer system authorized by said permit.

9-11-7 Illicit Discharge Detection and Reporting; Cost Recovery:

1. All detection activities permitted under this ordinance shall be conducted by the City Appointed Representative or his or her designee, hereinbefore and after referred to as the "enforcement officer."
2. The City shall not be responsible for the direct or indirect consequences to persons or property of an illicit discharge, or circumstances which may cause an illicit discharge, undetected by the City.
3. Every responsible party has an absolute duty to monitor conditions on property owned or controlled by them, to prevent all illicit discharges, and to report to the enforcement officer illicit

discharges which the responsible party knows or should have known to have occurred. Failure to comply with any provision of this ordinance is a violation of this ordinance.

- a. Notwithstanding other requirements of law, as soon as any responsible party has information of any known or suspected illicit discharge, the responsible party shall immediately take all necessary steps to ensure the discovery, containment, and cleanup of such discharge at the responsible party's sole cost.
 - b. If the illicit discharge consists of hazardous materials, the responsible party shall also immediately notify emergency response agencies of the occurrence via emergency dispatch services.
 - c. If the illicit discharge emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.
 - d. A report of an illicit discharge shall be made in person or by phone or facsimile or email to the enforcement officer immediately but in any event within twenty-four (24) hours of the illicit discharge; notifications in person or by phone shall be confirmed by written notice addressed and mailed or emailed to the enforcement officer within twenty-four (24) hours of the personal or phone notice.
4. Any person or entity shall also report to the City any illicit discharge or circumstances which such person or entity reasonably believes pose a risk of an illicit discharge.
5. Upon receiving a report pursuant to the previous subsections, or otherwise coming into possession of information indicating an actual or imminent illicit discharge, the enforcement officer shall conduct an inspection of the site as soon as reasonably possible and thereafter shall provide to the responsible party, and any third-party reporter, a written report of the conditions which may cause or which have already caused an illicit discharge. The responsible party shall immediately commence corrective action or remediation and shall complete such corrective action or remediation within twenty-four (24) hours.
6. The enforcement officer shall be permitted to enter and inspect property subject to regulation under this section as often as is necessary to determine compliance with this section. If a responsible party has security measures that require identification and clearance before entry to its property or premises, the responsible party shall make the necessary arrangements to allow access by the enforcement officer. By way of specification but not limitation:
 - a. A responsible party shall allow the enforcement officer ready access to all parts of the property for purposes of inspection, sampling, examination and copying of records related to a suspected, actual, or imminent illicit discharge, and for the performance of any additional duties as defined by State and Federal law.
 - b. The enforcement officer shall have the right to set up on any property such devices as are necessary in the opinion of the enforcement officer to conduct monitoring and/or sampling related to a suspected, actual or imminent illicit discharge.
 - c. The enforcement officer shall have the right to require any responsible party at responsible party's sole response to install monitoring equipment and deliver monitoring data or reports to the enforcement officer as the enforcement officer directs. The sampling and monitoring equipment shall be maintained at all times in a safe and proper

operating condition by the responsible party at responsible party's sole expense. All devices shall be calibrated to ensure their accuracy.

- d. Any temporary or permanent obstruction to safe and easy access to property to be inspected and/or sampled shall be promptly removed by the responsible party at the written or oral order of the enforcement officer and shall not be replaced. The costs of clearing such access shall be borne by the responsible party.
 - e. An unreasonable delay in allowing the enforcement officer access to a property is a violation of this ordinance.
 - f. If the enforcement officer has been refused access to any part of the property from which an illicit connection and/or illicit discharge to a municipal storm sewer is occurring, suspected or imminent, and is able to demonstrate probable cause to believe that there may be a violation of this ordinance or there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the enforcement officer may seek issuance of a search warrant from any court of competent jurisdiction.
7. If it is determined that an illicit discharge is imminent or has occurred, the actual administrative costs incurred by the City in the enforcement of this ordinance shall be recovered from the responsible party. The enforcement officer shall submit an invoice to the responsible party reflecting the actual costs and wages and expenses incurred by the City for the enforcement activities undertaken. Failure to pay charges invoiced under this ordinance within thirty (30) days of billing shall constitute a violation of this ordinance.

9-11-8 Enforcement by Stop Work Order:

1. Whenever the enforcement officer finds any violation of this ordinance, the enforcement officer may issue a stop work order as an alternative to enforcement under Section 103.10 below. Such stop work order is subject to the following conditions:
 - a. The stop work order shall be in writing and shall be given to the applicant or the applicant's agent.
 - b. Upon issuance of the stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order.
 - c. The stop work order may be issued for a reasonable period to be determined by the City during which time the applicant will be allowed to correct the identified violations.
 - d. The applicant may reject the order by notifying the City, in writing, within five (5) business days of receipt of the stop work order. Upon receipt of such written rejection, the stop work order shall be deemed null and void and the City may undertake enforcement pursuant to Section 9-11-10 below.
2. If the violations cannot be corrected within the time frame determined by the City, applicant may seek an extension of stop work order for such additional period of time as allowed by the enforcement officer.
3. If the applicant does not reject the stop work order and corrects the identified violations within the designated period, the applicant may immediately commence further activity at the site and no further penalties or orders shall issue against the applicant for the violations identified in the previously issued stop work order. Prior to commencing further activity at the site, the

applicant shall establish correction of the violations by providing to the office of the enforcement officer, a written statement, signed under oath, that the violations have been corrected with a description, including photographs when appropriate, of the action taken to correct the violations.

9-11-9 Watercourse Protection:

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property below the elevation of the 100-year flood free of trash, debris, grass clippings or other organic wastes and other obstacles that would pollute, contaminate, or significantly alter the quality of water flowing through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

9-11-10 Enforcement by Legal or Administrative Action:

1. Violation of any provision of this ordinance may be enforced by civil action including an action for injunctive relief. In any civil enforcement action, administrative or judicial, the City shall be entitled to recover its attorneys' fees and costs from a person who is determined by a court of competent jurisdiction to have violated this ordinance.
2. Violation of any provision of this ordinance may also be enforced as a municipal infraction within the meaning of Iowa Code §364.22, pursuant to the City's municipal infraction ordinance.
3. Enforcement pursuant to this section shall be undertaken by the enforcement officer upon the advice and consent of the City Attorney.

9-11-11 Appeal:

1. Administrative decisions by City staff and enforcement actions of the enforcement officer may be appealed by the applicant to the City Council pursuant to the following rules:
 - a. The appeal must be filed in writing with the City Clerk within twenty (20) business days of the decision or enforcement action.
 - b. The written appeal shall specify in detail the action appealed from, the errors allegedly made by the enforcement officer giving rise to the appeal, a written summary of all oral and written testimony the applicant intends to introduce at the hearing, including the names and addresses of all witnesses the applicant intends to call, copies of all documents the applicant intends to introduce at the hearing, and the relief requested.
 - c. The enforcement officer shall specify in writing the reasons for the enforcement action, a written summary of all oral and written testimony the enforcement officer intends to introduce at the hearing, including the names and addresses of all witnesses the enforcement officer intends to call, and copies of all documents the enforcement officer intends to introduce at the hearing.
 - d. The City Clerk shall notify the applicant and the enforcement officer by ordinary mail, and shall give public notice in accordance with Chapter 21, Iowa Code, of the date, time and place for the regular or special meeting of the City Council at which the hearing on the appeal shall occur. The hearing shall be scheduled for a date not less than four (4) nor more than twenty (20) days after the filing of the appeal. The rules of evidence and procedure, and the standard of proof to be applied, shall be the same as provided by Chapter 17A, Code of Iowa. The applicant may be

represented by counsel at the applicant's expense. The enforcement officer may be represented by the City Attorney or by an attorney designated by the City Council at City expense.

2. The decision of the City Council shall be rendered in writing and may be appealed to the Iowa District Court.

9-12 Solid Waste Control

9-12-1 Purpose:

The purpose of the Chapters 9-12 and 9-13 in this Code of Ordinances pertaining to Solid Waste Control is to provide for the sanitary storage, collection and disposal of solid waste and, thereby, to protect the citizens of the City from such hazards to their health, safety and welfare as may result from the uncontrolled disposal of solid waste.

9-12-2 Definitions:

For use in these chapters the following terms are defined:

Banned substance means lead, acid batteries, oil, medical waste, explosive materials, rags or materials soaked in volatile or flammable substances, drugs, poisons, radioactive material, highly combustible materials and any other materials prohibited from disposal at a sanitary landfill pursuant to the Code of Iowa.

Biodegradable bags means any untreated paper bags or biodegradable plastic bags acceptable to the compost station or facility used by the yard waste hauler or collector.

Composting means a controlled microbial degradation of organic waste to produce a relatively nuisance-free product of potential value as a soil conditioner.

Director means the director of the State Department of Natural Resources or any designee.

(Code of Iowa, Sec. 455B.101[2b])

Dwelling Unit means any room or group of rooms located within a structure and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking or eating.

Garbage means all solid and semisolid, putrescible animal and vegetable waste resulting from the handling, preparing, cooking, storing, serving and consuming of food or of material intended for use as food, and all offal, excluding useful industrial by-products, and includes all such substances from all public and private establishments and from all residences.

(IAC, 567-100.2)

Hauler or Collector means any person authorized by contract with the City to engage in the business, process or any part of the storage, collection, transportation and disposal of solid waste.

Landscape Waste means any vegetable or plant waste except garbage. The term includes trees, tree trimmings, branches, stumps, brush, weeds, leaves, grass, shrubbery and yard trimmings.

(IAC, 567-20.2[455B])

Lead acid battery means any battery which contains lead plates and acid.

Litter means any garbage, rubbish, trash, refuse, waste materials or debris.

(Code of Iowa, Sec. 455B.361[1])

Medical waste means any waste of an infectious or poisonous nature, including drugs, poisons, blood, urine, feces, soiled dressings, soiled clothing, soiled bedding and other waste contaminated by infection or contagious diseases, used syringes, or any other materials or apparatus used for medical testing and any waste determined to be infectious by the Iowa Department of Natural Resources.

Oil means any substance containing petroleum or synthetic oil.

Open Burning means any burning of combustible materials where the products of combustion are emitted into the open air without passing through a chimney or stack.

(IAC, 567-100.2)

Open Dumping means the depositing of solid waste on the surface of the ground or into a body or stream of water.

(IAC, 567-100.2)

Owner means in addition to the record titleholder any person residing in, renting, leasing, occupying, operating or transacting business in any premises, and as between such parties the duties, responsibilities, liabilities and obligations hereinafter imposed shall be joint and several.

Refuse means putrescible and non-putrescible waste, including but not limited to garbage, rubbish, ashes, incinerator residues, street cleanings, market and industrial solid waste and sewage treatment waste in dry or semisolid form.

(IAC, 567-100.2)

Residential Waste means any refuse generated on the premises as a result of residential activities. The term includes landscape waste grown on the premises or deposited thereon by the elements, but excludes garbage, tires and trade waste.

(IAC, 567-20.0[455B])

Rubbish means non-putrescible solid waste consisting of combustible and non-combustible waste, such as ashes, paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery or litter of any kind.

(IAC, 567-100.2)

Sanitary Disposal means a method of treating solid waste so that it does not produce a hazard to the public health or safety or create a nuisance.

(IAC, 567-100.2)

Sanitary Disposal Project means all facilities and appurtenances including all real and personal property connected with such facilities, which are acquired, purchased, constructed, reconstructed, equipped, improved, extended, maintained, or operated to facilitate the final disposition of solid waste without creating a significant hazard to the public health or safety, and which are approved by the Director.

(Code of Iowa, Sec. 455B.301)

Solid Waste means garbage, refuse, rubbish, and other similar discarded solid or semisolid materials, including but not limited to such materials resulting from industrial, commercial, agricultural, and domestic activities. Solid waste may include vehicles, as defined by subsection 321.1 of the Code of Iowa.

(Code of Iowa, Sec. 455B.301)

Yard Waste means any debris such as grass clippings, leaves, garden waste, brush and trees. Yard waste does not include tree stumps.

9-12-3 Health and Fire Hazard:

It is unlawful for any person to permit to accumulate on any premises, improved or vacant, or any public place, such quantities of solid waste that constitute a health, sanitation or fire hazard.

9-12-4 Open Burning Restricted:

No person shall allow, cause or permit open burning of combustible materials, except that the following shall be permitted:

(IAC, 567-23.2[455B])

1. Disaster Rubbish. The open burning of rubbish, including landscape waste, for the duration of the community disaster period in cases where an officially declared emergency condition exists.

(IAC, 567-23[3a])

2. Trees and Tree Trimmings. The open burning of trees and tree trimmings at a City-operated burning site, provided such burning is conducted in compliance with the rules established by the State Department of Natural Resources.

(IAC, 567-23[3b])

3. Flare Stacks. The open burning or flaring of waste gases, provided such open burning or flaring is conducted in compliance with applicable rules of the State Department of Natural Resources.

(IAC, 567-23.2[3c])

4. Landscape Waste. The burning of landscape waste produced in clearing, grubbing and construction operations shall be limited to areas located at least one-fourth (1/4) mile from any inhabited building and shall only be conducted when the weather conditions are favorable with respect to surrounding property and property owners. Rubber tires shall not be used to ignite landscape waste. In the event of an emergency, the Mayor may allow open burning for a period not to exceed sixty (60) consecutive days.

(IAC, 567-23.2[3d])

5. Recreational Fires. Open fires for cooking, heating, recreation and ceremonies, provided they comply with the limits for emission of visible air contaminants established by the State Department of Natural Resources.

(IAC, 567-23.2[3e])

6. Training Fires. Fires set for the purpose of bona fide training of public or industrial employees in fire fighting methods, provided that written notification is postmarked or delivered to the Director at least ten (10) working days before such action commences. All asphalt roofing and materials containing asbestos shall be removed prior to the training fire.

(IAC, 567-23.2[3fg])

7. Variance. Any person wishing to conduct open burning of materials not permitted herein may make application for a variance to the Director.

(IAC, 567-23.3[2])

9-12-5 Littering Prohibited:

No person shall discard any litter onto or in any water or land, except that nothing in this section shall be construed to affect the authorized collection and discarding of such litter in or on areas or receptacles provided for such purpose. When litter is discarded from a motor vehicle, the driver of the motor vehicle shall be responsible for the act in any case where doubt exists as to which occupant of the motor vehicle actually discarded the litter.

(Code of Iowa, Sec. 455B.363)

9-12-6 Open Dumping Prohibited:

No person shall dump or deposit or permanently dispose of solid waste of any kind upon any land within the corporate limits of the City unless such land has been designated by the City as a licensed private landfill site or a designated public landfill site. However, this section does not prohibit the use of dirt, stone, brick or similar inorganic material for fill, landscaping, excavation, or grading at places other than a sanitary disposal project.

(Code of Iowa, Sec. 455B.307)

9-12-7 Separation and Disposal of Banned Substances:

1. All banned substances shall be separated by the owner or occupant from all other solid waste accumulated on the premises.
2. All solid waste picked up by any hauler or collector within the City limits for disposal at any area landfill shall not contain banned substances.
3. If banned substances have not been separated from other solid waste prior to collection and transportation, the hauler of the waste shall be responsible for separation and disposal. Banned substances shall be disposed of at the appropriate collection site or approved facility as prescribed by the Director.
4. Each authorized hauler or collector collecting or transporting banned substances or solid waste within the City limits shall:
 - A. Provide the City with a detailed description of the manner in which the collector intends to separately collect and haul away banned substances.
 - B. Submit an annual written report to the City detailing the type and amount of banned substances which were collected and delivered during each month of the reporting year.
 - C. Deliver any solid waste, including banned substances, to the appropriate disposal location in a sealed or watertight container. All vehicles used for delivering any solid waste or banned substances shall not dump or unload in a manner so as to cause any spillage, leakage, overflow or other loss of cargo in non-dumping areas. All vehicles used for the hauling of solid waste or banned substances must have leak-proof bodies and be completely covered or enclosed by canvas or other means so that solid waste or banned substances do not fall or spill from the vehicle. Once the hauler arrives at the appropriate facility, said hauler is responsible for insuring that all of the solid waste or banned substances are removed from the vehicle at the appropriate disposal facility.
5. Nothing in this chapter is intended to prevent the owner from transporting solid waste or banned substances accumulating on the premises of the owner to an appropriate collection or disposal site as long as it is done in compliance with the provisions of this chapter and State law.
6. Any violator of this chapter may be required by the City to properly remove any accumulation or spillage of solid waste or banned substances at the violator's expense. In addition, the City may have any accumulation or spillage of solid waste or banned substances cleaned up at the violator's expense.

if the violator fails to move such solid waste or banned substance after ten (10) day written notice, or immediately if the Mayor deems the accumulation or spillage constitutes an immediate health hazard to the residents of the City.

9-12-8 Waste Storage Containers:

Every person owning, managing, operating, leasing, or renting any premises, dwelling unit or any place where refuse accumulates shall be provided with a 96 gallon garbage container by the hauler.

1. Container Specification.

- A. Residential. Carts provided by the hauler shall be cleaned to prevent nuisance, pollution or insect breeding and shall be maintained in good repair. Carts provided by the hauler must be filled first and any additional normal household waste shall be placed in bags beside the cart. Residents may request a second cart that will be provided by the hauler and will be required to pay the full fee charged to the City of Grimes by the hauler for the second cart in addition to the normal monthly fee. No other types of containers will be picked up by the hauler.
- B. Commercial. Every person owning, managing, operating, leasing or renting any commercial premise where an excessive amount of refuse accumulates and where its storage in portable containers as required above is impractical, shall maintain metal bulk storage containers approved by the City.

2. Location of Containers. Residential solid waste containers shall be stored upon the residential premises. Commercial solid waste containers shall be stored upon private property, unless the owner has been granted written permission from the City to use public property for such purposes. Beginning on June 1, 1997, commercial solid waste containers must not be visible from any City street or City sidewalk. The commercial solid waste containers must be screened from view from any City street or City sidewalk by a screen constructed of either wood or brick, and the screen must not be less than one foot higher than the height of the commercial solid waste containers and not more than two feet higher than the commercial solid waste containers.

3. Nonconforming Containers. Solid waste containers which are not adequate will be collected together with their contents and disposed of after due notice to the owner.

4. Books and Newspapers. It is not necessary to place books, boxes, magazines or newspapers in containers, provided they are securely tied in bundles not larger than 48 inches long and 18 inches in diameter and weighing not more than 65 pounds.

9-12-9 Sanitary Disposal Required:

It is the duty of each owner to provide for the sanitary disposal of all refuse accumulating on the owner's premises before it becomes a nuisance. Any such accumulation remaining on any premises for a period of more than thirty (30) days shall be deemed a nuisance and the City may proceed to abate such nuisances in accordance with the provisions of Chapter 6-8 or by initiating proper action in District Court.

9-12-10 Prohibited Practices:

It is unlawful for any person to:

- 1. Unlawful Use of Containers. Deposit refuse in any solid waste containers not owned by such person without the written consent of the owner of such containers.
- 2. Interfere with Collectors. Interfere in any manner with solid waste collection equipment or with solid waste collectors in the lawful performance of their duties as such, whether such

equipment or collectors be those of the City, or those of any other authorized collection service.

3. Radioactive Material. Dispose of radioactive material in a sanitary disposal project. Luminous timepieces are exempt.

9-12-11 Incinerators:

1. Incinerators Prohibited. It is unlawful for any person to sell or offer for sale or install or offer to install any device intended for use as a household solid waste burner or incinerator, except when the intended user of such device has secured permission to operate or use such device from the City, or where the device will be operated by or for the City or beyond the corporate limits of the City.
2. Incineration Prohibited. It is unlawful for any person to burn or incinerate or permit the burning or incineration of any solid waste within the City except as provided under Section 9-12-4 of this chapter. This section applies to all solid waste as defined in this chapter and specifically includes all waste paper, boxes, market waste, garden waste, trees, tree limbs, automobiles and parts thereof and any and all material other than materials used as fuel in a furnace or boiler. This section does not apply to any incinerator operated under a permit granted by the City or any incinerator operated by or for the City or any burning conducted under the direction of the Fire Department of the City.
3. Incinerator Permits. The Clerk shall issue annual permits for the operation of incinerators otherwise prohibited in this chapter, upon payment of an annual fee in accordance to the City fee schedule as adopted by resolution from time to time by City Council to defray the costs of administration and upon submission of annual proof by the applicant therefore, acceptable to the Health Officer, of operational performance at least equal to the standards outlined below. Such regulations shall apply to all incinerators, except those located in areas where the existing land use is agricultural and the sites upon which they are located or are to be located are tracts of ten acres or more, and such incinerators are used or to be used exclusively to dispose of solid waste originating on the same premises. The Health Officer shall use the following criteria and those set out in Section 9-12-11 (4 and 5) to determine whether the proposed incinerator meets the criteria identified in Iowa Code Section 455B.305A(2).
 - A. The burning capacity of an incinerator shall be the manufacturer's or designer's guaranteed maximum rate or such other rate as may be determined by the City Health Officer, in accordance with good engineering practice. In case of conflict the findings of the Health Officer shall govern.
 - B. No incinerator shall be used for the burning of solid waste unless such incinerator is a multiple chamber incinerator. Existing incinerators may be altered, modified or rebuilt as may be necessary to meet this requirement. The Health Officer may approve any other alteration or modification to an existing incinerator if such is found by the Health Officer to be equally effective for the purpose of air pollution control as a modification or alteration which would result in a multiple chamber incinerator. All new incinerators shall be multiple chamber incinerators, provided that the Health Officer shall approve any other kind of incinerator if it can be shown in advance of construction or installation that such other kind of incinerator is equally effective for the purposes of air pollution control as an approved multiple chamber incinerator.
 - C. Within fifteen (15) days after the date on which construction of an incinerator is completed, the operator shall file a request with the Health Officer to schedule the performance tests provided in subsection 5 of this section. If the results of the performance tests indicate that the incinerator is not operating in compliance with subsection 4 of this section, no person may cause or permit further operation of the incinerator except for additional tests as outlined in subsection 5, until approval is received from the Health Officer.

4. Restriction of Emissions. No person may cause or permit the emission of particulate matter from the chimney, stack or vent of any incinerator in excess of the following:
 - A. Incinerators with a solid waste burning capacity of two hundred or more pounds per hour: 0.2 grains of particulate matter per standard dry cubic foot of exhaust gas, corrected to twelve percent (12%) carbon dioxide.
 - B. All other incinerators: 0.3 grains of particulate matter per standard dry cubic foot of exhaust gas, corrected to twelve percent (12%) carbon dioxide.

All incinerators shall be designed and operated so that all gases, vapors and entrained effluents shall, while passing through the final combustion chamber, be maintained at a temperature adequate to prevent the emission of objectionable odors. Provided, however, the Health Officer shall approve any other method of odor control which is equally effective.

5. Performance Testing. Solid waste burned in conjunction with the performance tests specified in this subsection shall be a representative sample of the solid waste normally generated by the operation which the incinerator is intended to serve. The amount of particulate matter emitted from any incinerator shall be determined according to the American Society of Mechanical Engineers Power Test Codes—PTC—27, dated 1957 and entitled “Determining Dust Concentration in a Gas System” or any more recent edition. In addition to the requirements above specified, each such incinerator shall not emit smoke of a density of dense smoke and a performance test to determine compliance shall be performed by the Health Officer or a designated representative on each new incinerator. The performance test specified in this subsection may be required on any incinerator, and shall be required for each new incinerator having a burning capacity of one thousand pounds per hour or greater. The initial and annual performance test shall be performed at the expense of the vendor or operator by an independent testing organization, or by other qualified person subject to the approval of the Health Office or designated representative. The performance test may be observed by the Health Officer or designated representative.

9-12-12 Sanitary Disposal Project Designated:

The sanitary landfill facilities operated by the Des Moines Metropolitan Solid Waste Agency are hereby designated as the official “Public Sanitary Disposal Project” for the disposal of solid waste produced or originating in the City.

9-12-13 Disposal Site Requirements:

No person shall haul or cause to be hauled or receive any solid waste or yard waste material of any kind to any disposal place or site or area within the corporate limits of the City unless such place, site or area is first licensed by the City and complies with applicable health and zoning ordinances of the City. The Clerk shall supply applications to any solid waste or yard waste disposal applicant that wishes to apply or reapply for a license to operate such disposal or compost site within the City limits. In addition to the information requested in the application, the applicant shall supply the following:

1. A detailed description of the disposal site including a drawing showing the dimensions, topography, structure, surfacing and drainage of the site.
2. A current permit to operate the facility from the State Department of Natural Resources, Environmental Protection Commission and/or any other appropriate State regulatory agency.
3. An operational manual specifying details with regard to the manner in which solid waste or yard waste is to be processed or composted, the hours that the facility will be open, the

manner in which material is to be received for processing or composting, the manner in which the site is to be monitored to ensure that air and water pollution is maintained on the site, the procedures that will be taken to prevent spills and the manner in which spills will be controlled, and the procedure to be used by the disposal site operator to clean up any solid waste or yard waste litter that may accumulate on the City streets as a result of haulers' activities in traveling to or from the site.

4. If the applicant is seeking a license renewal for an existing disposal site, the application must include the records of operation for the site during the previous year, including the types and weights of materials received, the amount of lime added to the compost material, and the results of leachate testing or monitoring.
5. The Council shall not approve the license application unless the applicant demonstrates that the disposal site complies with any and all requirements of this section and with all requirements adopted by the Environmental Protection Commission under Iowa Administrative Code Chapters 567-100 through 567-105 which are in effect at the time of the passage of the ordinance codified in this section. Such Iowa Administrative Code provisions are incorporated herein by reference. Copies of the Iowa Administrative Code provisions referred to in this section are on file with the Clerk and available to members of the public or any applicant who is interested in the provisions.
6. The license fee shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by City Council and payable to the Clerk at the time the license is issued.

9-12-14 Private Landfill Operations:

Any person desiring to operate a private landfill in the City must first apply for and receive a license to do so. The issuance of the license shall be pursuant to application in writing to the Council, shall be on an annual basis only and shall be subject to all other applicable ordinances of the City and the following provisions:

1. Application. The application shall be set forth how the landfill will be operated; the land to be used, showing location, drainage, fencing, screening and access; plans or other suitable evidence of adequate fire protection and provision for control of rodents, insects and litter; and agreement to operate the disposal area as a sanitary landfill only; a description of the method of filling and the equipment to be used; the source of earth or other suitable cover; an agreement to compact and completely cover solid waste deposited each day and conduct no burning of any material whatsoever and to promptly extinguish any fires or combustion which may accidentally occur to be started by other; and an agreement to maintain the landfill site and the vicinity in a safe and sanitary manner, and to allow no public nuisance.
2. Supervision. A responsible person shall be in constant attendance during the hours of active operation of the landfill, and the landfill shall be operated in accordance with all local, County, State and Federal regulations. The applicant agrees to provide access to the landfill site by any Health Officer or governmental representative or agent who may have jurisdiction for the purposes of inspection.
4. Closure and Postclosure Plans. Any application for a license pursuant to this chapter shall also include appropriate closure and postclosure plans
 - A. Standards.
 - (1) Closure standards shall include plans by the owner to minimize the costs of further maintenance after the facility has closed and such a plan shall articulate the requirements

necessary to protect human health and the environment, including preventing the escape of any waste into or on the land, water, air or groundwater. The owner shall also certify that upon closure, the facility shall no longer be used to store waste or that no such waste is left in the facility at the time of closure and that the threat to human health and the environment has been minimized. The owner shall, simultaneous with the application for a license to operate such a facility within the corporate boundaries of the City, include a detailed description of the steps necessary to remove or decontaminate all waste residues, equipment, structures and soils during the final closure of the facility. Such plan shall also include the methods for sampling and testing the surrounding soils and provide criteria for determining the extent of decontamination required to satisfy the closure performance standards. Furthermore, such plan shall also include a schedule for closure of the facility including a timetable which will show the total time required to close the site. A closure plan shall also include an estimated year when closure procedures will begin.

Within 180 days of the initiation of closure procedures, the owner shall notify the City Administrator of the owner's intent to commence closure procedures under this section. Within 60 days of the completion of the final closure, the owner of such site shall certify to the City that such site has been closed in accordance with the specifications set out in the closure plan and that requirements of this chapter have been met. Certification must be signed by the owner and by an independent professional engineer.

- (2) An owner of a site licensed pursuant to this chapter shall include postclosure care of the site in any closure plan. A postclosure plan shall identify the remaining care of the site such that the integrity of any liners, covers, or any other components of the containment system of the facility's monitoring systems will not increase the potential hazard to human health or the environment. The plan shall identify what planned maintenance activities will be performed to ensure the integrity of the containment systems and the monitoring equipment, if any. Such plan shall also provide the name, address and phone number of the person to contact regarding the facility during the postclosure care period.
- (3) An application at the time of application for a license for the facility shall estimate in current dollars the cost of closing the facility and the costs in current dollars of any postclosure care. The estimate shall be based on the cost of hiring an independent contractor to close the facility.

The applicant, upon receiving City approval for the license, but as a precondition to the receipt of such license, shall post suitable security in the form of a surety bond, trust or irrevocable letter of credit in an amount to cover closure and post closure clean-up costs in current dollars. At the time of renewal of the license, the estimate of the current dollars shall be adjusted and the security adjusted accordingly.

The security must be in a form payable to the City and approved by the Council.

9-12-15 Conditions Subject to Abatement:

If any private disposal operation within the corporate limits of the City is found to be conducted in a way detrimental to the health and welfare of the public or contrary to provisions of this chapter, the City shall notify the owner of the land upon which such operation is being carried on and the operator thereof in writing of the objectionable conditions and give them a reasonable time, not less than ten (10) days, to correct said condition. In the event of the failure of such owner or operator to correct such conditions within said time, the Clerk is authorized to seek abatement of such conditions pursuant to Chapter 6-8 of this Code of Ordinances or by initiating proper action in District Court.

9-13 Collection of Solid Waste

9-13-1 Collection Service:

The City shall provide by contract for the collection of solid waste, except bulky rubbish as provided in Section 9-13-5, from single and two-family residential premises. The City may also provide collection of solid waste from owner-occupied multi-family townhome or condominium (as defined by Section 12-3-1 of the zoning code) associations if they make a request in writing, all units participate and are billed for the service and it is determined that the collection vehicles have adequate access to provide curbside collection. The owners or operators of commercial, industrial, or institutional premises shall provide for the collection of solid waste produced upon such premises.

9-13-2 Collection Vehicles:

Vehicles or containers used for the collection and transportation of garbage and similar putrescible waste or solid waste containing such materials shall be leakproof, durable and of easily cleanable construction. They shall be cleaned to prevent nuisances, pollution or insect breeding and shall be maintained in good repair.

(IAC, 567-104.9[455B])

9-13-3 Frequency of Collection:

All solid waste shall be collected from residential premises at least once a week and from commercial, industrial and institutional premises as frequently as may be necessary, but not less than once a week.

9-13-4 Location of Containers:

Containers for the storage of solid waste awaiting collection shall be placed at the curb or alley line by the owner or occupant of the premises served. Containers or other solid waste placed at the curb line shall not be so placed more than twenty-four (24) hours in advance of the regularly scheduled collection day and shall be promptly removed from the curb line following collection. Yard waste containers or bundles must be placed three to six feet from other solid waste containers.

- (a) Yard debris will be collected from residential premises only in bags, containers or bundles designated for that purpose as provided in this section. All persons owning or residing in residential premises shall dispose or provide for the disposal of yard debris by placing the yard debris for curbside collection by the city in separate bags, solid waste containers, or boxes designated as provided in subsection (b) or this section for the collection of yard debris, or in bundles, or, for single-family residences, by composting the yard debris upon such premises as provided in this section.
- (b) Yard debris may be placed for collection at curbside on any regular collection day along with other solid waste in:
 - (1) A degradable bag bearing the Compost It! Logo of the Metro Waste Authority and sold for that purpose by the Metro Waste Authority;
 - (2) A standard 96-gallon solid waste container bearing an annual sticker issued by the Metro Waste Authority designating such container for use for collection of yard debris;
 - (3) A degradable store brand yard waste paper bag bearing a sticker issued by the Metro Waste Authority or an official Metro Waste Authority designated paper bag for use for collection of yard debris; or

- (4) A bundle of tree limbs or brush no larger than 48 inches long and 18 inches in diameter secured by twine or cord and Christmas trees with an attached Metro Waste Authority yard debris sticker.
- Such bags, containers, or bundles, when placed for collection, shall not contain more than 40 pounds of yard debris.
- (c) There shall be no limit to the number of bags, containers, or bundles of yard debris that may be placed for collection on a single collection day, unless a limit is temporarily imposed by the City Administrator in an emergency situation.
- (d) As an alternative to the placement of yard debris in bags, containers, or bundles for curbside collection, persons owning or residing in single-family residences may dispose of yard debris by composting, if such composting meets the following requirements:
- (1) Composting may be conducted on the premises of a single-family residence only if the lot upon which the residence is located has an area of not less than 5,000 square feet.
 - (2) A compost pile shall not be located less than 20 feet from any neighboring dwelling.
 - (3) Each compost pile shall be fenced to screen it from view from neighboring residences and to prevent wind from scattering debris.
 - (4) Compost piles shall be established and maintained in accordance with recognized guidelines or those provided to the City's solid waste collection customers or otherwise published by the Public Works Department; provided, however, that household food waste, scrap food or garbage shall not be composted with or added to a yard debris compost pile.
 - (5) Compost piles which are not properly fenced resulting in the dispersal of debris or which create odors resulting in complaints by neighboring residents or which, in the judgment of the Public Works Department sanitation superintendent or the office of environmental health, create a risk of fire or other threat to public health, safety, or welfare, shall, when so ordered by the sanitation superintendent or the office of environmental health, be removed from the premises and disposed of by curbside collection as provided in this section.
 - (6) Yard debris that did not originate upon or which was not collected from the residential lot upon which a compost pile is established shall not be added to such compost pile; provided, however, that a communal compost pile may be established and shared by two or more single-family residences upon approval by the Public Works Director.
- (e) The City may refuse to collect any bag or container of yard debris if it contains material other than yard debris or if it contains more than 65 pounds of yard debris.
- (f) The City Council, by resolution, may establish guidelines whereby bags bearing the Compost It! Logo or MWA stickers are issued with minimal or no cost.

9-13-5 Bulky Rubbish:

Bulky rubbish which is too large or heavy to be collected in the normal manner of other solid waste may be collected by the collector upon request in accordance with procedures therefor established by the Council.

9-13-6 Right of Entry:

Solid waste collectors are hereby authorized to enter upon private property for the purpose of collecting solid waste therefrom as required by this chapter; however solid waste collectors shall not enter dwelling units or other residential buildings.

9-13-7 Requirements for Collectors Under Contract:

Any person wishing to contract with the City for the collecting, transporting, processing or disposing of solid waste from residential premises shall provide the City with the following:

1. Name and Address. The full name and address of said person, and if a corporation, the names and addresses of the officers thereof.
2. Equipment. A complete and accurate listing of the number and type of collection and transportation equipment to be used.
3. Collection Program. A complete description of the frequency, routes and method of collection and transportation to be used.
4. Disposal. A statement as to the precise location and method of disposal or processing facilities to be used.
5. Insurance. Evidence of satisfactory public liability insurance covering all operations of said person pertaining to such business and all equipment and vehicles to be operated in the conduct thereof in the following minimum amounts:

Bodily Injury	- \$1,000,000 per person.
	- \$1,000,000 per occurrence.
Property Damage	- \$100,000.

Each insurance policy required hereunder shall include as a part thereof provisions requiring the insurance carrier to notify the City of the expiration, cancellation or other termination of coverage not less than ten (10) days prior to the effective date of such action.

6. Yard Waste. In addition to meeting all other requirements, persons collecting and hauling yard waste shall provide the City a detailed description of the manner in which the collector intends to separately collect and haul away yard waste. The collector shall haul the yard waste to a compost site approved by the City and shall keep an accurate accounting of the amount of such yard waste and submit an annual written report to the City detailing the amount of such yard waste that has been collected and delivered for composting during each month of the reporting year. No collector shall mix yard waste and solid waste together.

9-13-8 Permit to Haul Commercial or Industrial Solid Waste:

No person shall engage in the business of removing or hauling commercial or industrial solid waste from the premises of others unless such person first has applied for and received a permit to do so from the City.

1. Application. Application for such permit shall specify the equipment or the vehicles to be used, and general information concerning the route to be traveled and the places to be served and the name and address of the applicant.
2. Fee. Such person shall pay an annual permit fee for each vehicle engaged in such business, to be paid at the office of the Clerk. The permit fee amount shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by City Council.
3. Display of Permit Number. All vehicles referred to in this section shall prominently display the permit number on the left and right sides of the vehicle in letters not less than three (3) inches high.

Any person authorized as an agent under contract with the Des Moines Metropolitan Area Solid Waste Agency or Organic Technologies Corporation is considered as having met the provisions of this section and no further permit is required.

9-13-9 Collection Fees:

The collection and disposal of solid waste is a beneficial city service to the property served or eligible to be served, and there shall be levied and collected fees, as follows:

1. Fee. The fee for solid waste collection for each residential premise and for each dwelling of a multiple-family dwelling is:
 - a. \$7.25 per month, which includes one solid waste collection cart.
 - b. \$8.34 per month for each additional solid waste collection cart.

9-13-10 Lien for Nonpayment:

The owner of the premises served and any lessee or tenant thereof are jointly and severally liable for fees for solid waste collection and disposal. Fees remaining unpaid and delinquent shall constitute a lien upon the premises served and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes.

(Code of Iowa, Sec. 384.84[1])

9-14 Hazardous Household Waste Storage Facilities

9-14-1 Definitions:

For use in this chapter the following terms are defined:

Co-composting means the mixing of any yard waste with any other solid waste or liquid waste, specifically including but not limited to manure, paunch, food waste, sludge, or any other waste. Paunch includes any waste recovered from the stomach of livestock during the slaughtering and butchering process. Co-composting shall not include the mixing of yard waste with other solid waste or liquid waste when such mixing is performed by any agricultural business who mixes only manure or other animal waste on the site where the initial waste is produced. In addition, co-composting is prohibited by Section 9-14-9.

Hazardous Household Waste includes any product used for residential purposes and defined as hazardous household waste by the Iowa Legislature or by rule of the Iowa Department of Natural Resources specifically including but not limited to any brand, grade, size or volume of the following products: motor oils and motor oil additives, motor oil filters, gasoline additives, diesel fuel additives, degreasers, personal care products, personal care soaps, cosmetics, waxes and polishes (excluding nail polish), solvents (excluding water), paints (excluding latex-based paints), lacquers, thinners (excluding water), caustic household cleaners, spot and stain removers with a petroleum base, and petroleum based fertilizers. Hazardous household waste does not include laundry detergents or soaps, dishwashing compounds, chlorine bleach, animal and human medications, pharmaceuticals, agricultural fertilizers, agricultural pesticides, and radioactive materials.

Household Hazardous Waste Storage Facility means a building or warehouse used primarily for the receipt and containment of hazardous household waste, on a nonpermanent basis of less than 90 days in such

a manner that does not allow disposal, discharge, deposit, injection, dumping, spilling, leaking, or placing of the hazardous household waste, into or on the land, water, air or groundwaters. This facility must be licensed pursuant to the provisions of Chapter 9-12 of this Code of Ordinances. This facility shall only receive household hazardous waste from noncommercial haulers and haulers licensed pursuant to this chapter.

Non-commercial Haulers shall be limited to individuals carrying household hazardous waste that was previously used on or about their residence or dwelling.

9-14-2 Permit to Haul Solid Waste or Hazardous Household Waste:

1. No person shall engage in the business of removing or hauling commercial or industrial solid waste or hazardous household waste from the premises of others, unless such person shall first have applied for and received a permit to do so from the City.
2. Application for such permit shall specify the equipment or the vehicles to be used, and general information concerning the route to be traveled and the places to be served, and the names and addresses of the applicant.
3. Non-commercial haulers shall be subject to the provisions of Section 9-14-4.

9-14-3 Agency Exemption:

Any person authorized as an agent under the contract with the agency to remove or haul solid waste, or hazardous household waste shall be considered to have met the provisions of City Ordinances, and no further permit or license shall be required by the City.

9-14-4 Protection Required:

No person other than an owner subject to Section 9-14-6 shall haul any solid waste or hazardous household waste upon the streets, alleys, or public places of the City unless the same shall be in an approved container, securely fastened to prevent spillage, or in a totally enclosed water-tight vehicle. If, however, material is a dry type material, it may be hauled in a totally enclosed vehicle or open vehicle which is covered with a suitable tight-fitting cover to prevent spillage. Licensed collectors who collect and haul solid waste or hazardous household waste shall haul these materials only in tightly enclosed vehicles with water-tight containers. All vehicles used for the collection and removal of solid waste or hazardous household waste shall be kept in a clean, inoffensive and sanitary condition. All solid waste or hazardous household waste shall be hauled in such a way as to prevent the scattering, spilling, or leakage of the same, and if spilled the collector will be responsible to pick up or clean up such spilled materials.

9-14-5 Hazardous Household Waste Storage Site Requirements:

No person shall haul, cause to be hauled, or receive any hazardous household waste of any kind for storage within the corporate limits of the City unless such site is first licensed by the City and complies with all applicable fire, electric, and building codes and all applicable health and zoning ordinances as adopted by the City. The Clerk shall supply permit applications to any applicant that wishes to apply or reapply for a yearly license to operate such storage site within the City limits. In addition to the information requested in the application, the applicant shall supply the following:

1. A detailed description of the site including a drawing showing the dimensions, location, topography, structures, adjacent zoning uses, land uses, surface water and drainage patterns, wells, utilities, residences and other existing and proposed manmade structures or natural features. In addition, a detailed description of the appropriate safeguards to prevent the discharge, deposit, injection,

dumping, spilling, leaking, or placing of any hazardous household waste into the land, water, air or groundwater.

2. A current permit to operate the facility from the Iowa Department of Natural Resources, Iowa Environmental Protection Agency and/or any other appropriate State or Federal regulatory agency.
3. An operation manual specifying details with regard to the manner in which such hazardous household waste is to be stored, the hours that the facility will be open, the manner in which the materials are to be received for storage, the manner in which the site is to be monitored to ensure that such storage facility is not contaminating surrounding land, water, air or groundwater, the procedures that will be taken to prevent discharges, spills, or any other occurrence as a result of the storage of hazardous household waste, the manner in which such spills will be controlled, the procedure to be used by the storage owner to clean up any spills or discharge of hazardous household waste into the City. The operations manual shall also address those issues set out in Section 107.08 including the contingency plans and the Spill Prevention Control and Countermeasure Plans.
4. In the event that the applicant is seeking a license renewal for an existing storage site, the application must include the records of the operation of the storage site during the previous year, including the types and weights of materials received, and the results of any testing or monitoring. Prior to the renewal of the license, the City Administrator shall require the applicant to test and submit the results of site environmental monitoring to determine whether there has been any contamination of the surrounding environment.

The Council shall approve a site application only if the application meets the requirements of this chapter. No license to operate a site may be approved unless the applicant demonstrates the site complied with any and all requirements of this chapter and all requirements adopted by the Iowa Department of Natural Resources, Iowa Environmental Protection Commission, United States Environmental Protection Agency or any other applicable State or Federal regulatory agency. The Council shall not approve a license for any site which does not meet the specifications of this chapter.

The license fee shall be payable to the Clerk at the time the license is issued. The license fee shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by City Council.

9-14-6 Owner May Transport:

Nothing in Section 9-14-5 is intended to prevent the owner of household hazardous waste that was previously used on or about his or her residence or dwelling to transport such waste to an approved hazardous household waste storage site in the City in accordance with the policies established by such site.

9-14-7 Limitations on Hazardous Household Waste Store Site Licenses:

No person subject to licensing under this chapter for the operation of a hazardous household waste storage facility shall do any of the following:

1. Accept any household appliances, motor vehicle tires, or substances which would subject the site to regulation under the Federal Resource Conservation and Recovery Act of 1976 as amended.
2. Accept any industrial or agricultural waste including but not limited to manures and crop residues.

3. Accept any hazardous household waste from persons or agencies that are not part of or residents of communities which are subject to the same 28E agreement that created the person or party that holds the license under this chapter.
4. Accept any waste from any person without first documenting the name, address, and substance such person is delivering to the site. In the case of a licensed collector, other than an owner subject to 107.06, such collector shall also comply with any other manifesting and product information specifications required by the Federal Department of Transportation, the Iowa Department of Transportation or any other governmental agency.
5. Operate the facility in a manner that would violate fire regulations as adopted by the City, specifically but not limited to the storage, mixing, or aggregating of different types of waste. Construct the facility of materials other than concrete or masonry.

9-14-8 Additional Requirements for Hazardous Household Waste Storage Facilities:

In addition to the requirements set out in Section 9-14-5, any person seeking a license for a hazardous household waste facility shall prepare, demonstrate, and do the following:

1. Emergency Capabilities.

- A. The facility must be designed, constructed, maintained and operated to minimize the possibility of a fire, explosion, unplanned sudden or non-sudden release of hazardous household waste or constituents thereof into the air, soil, surface, or groundwater.
- B. The facility shall be designed with an internal communications or alarm system capable of providing immediate emergency instruction to facility personnel.
- C. Facility personnel shall have access to a device such as telephone or hand-held two-way radio, capable of summoning emergency assistance from local law enforcement, Fire Department, and State and local emergency response teams.
- D. The facility shall be equipped with portable fire extinguishers, fire control equipment (including special extinguishing equipment such as foam, inert gas, or dry chemicals), spill containment equipment and decontamination equipment.
- E. The facility must have access to water at adequate volume and pressure to supply water hose streams, or foam producing equipment, or automatic sprinklers, or water spray systems sufficient to prevent fire or chemical reactions.
- F. If required by the Fire Chief, the facility shall be designed with an alarm system to notify the owner of such a facility that a spill has occurred.
- G. All communication systems, alarm systems, fire protection equipment, spill control equipment, and decontamination equipment must be tested and maintained to assure its proper operation in the time of an emergency.
- H. The operator of a facility must maintain sufficient aisle space to allow unrestricted movement of personnel, fire protection equipment, spill containment equipment, and decontamination equipment to any area of a facility licensed under this chapter.
- I. The facility shall be fenced with at least a six-foot fence. The facility shall also be posted to prohibit the entry of unauthorized persons. All entry ways to the facility shall be locked when the facility is not open for business. All valves located outside of the facility shall be padlocked and chained when not in use.

2. Construction Requirements.

- A. All flooring in the facility shall be impervious and designed with internal curbs and gutters to control spills or leaks. All curbs and gutters shall collect into a central collection point for collection and removal by the owner. The collection point shall be contained within the facility and not exposed to the environment outside of the facility. Material collected shall be transported to a proper disposal site and shall not be discharged onto the site or the surrounding environment of the City.
- B. All loading/unloading areas shall be made of an impervious all-weather surface capable of withstanding traffic and heavy vehicles. All loading/unloading areas shall be curbed and guttered. The guttering system shall discharge into a central collection point and not directly into the environment. Any run-off or material collected in the central collection point shall be transported to a proper disposal site in accordance with Section 9-14-8(2)(A). The central collection point shall comply with Iowa Administrative Code r. 567-105.5(12)(1990) regarding detention basins. No exterior loading docks may face street frontage. Provisions for handling all material brought to or removed from the site by vehicle shall also take place on the part of the building that is not facing street frontage.

3. Contingency Plans.

- A. Each operator of a facility subject to licensing under this chapter must establish a contingency plan. The provisions of such plan must be carried out immediately whenever there is a fire, explosion, or release of household hazardous waste such that the release would threaten human health or the environment.
- B. The contingency plan must describe the actions facility personnel must take to comply with Paragraph C of this subsection.
- C. Plan Contents.

- (1) The plan must describe arrangements agreed to by local law enforcement, Fire Departments, hospitals, contractors, State and local emergency response team and any other party responsible for the cleanup and the prevention of emergencies at such a site.
- (2) The contingency plan must list the name, address, and phone number of a person to act as an emergency coordinator. An emergency coordinator is an employee of the facility who may either be on premises or on call who can respond in under ten minutes to an emergency at the facility. Such emergency coordinators shall have the responsibility for coordinating all emergency response measures. In order to be qualified as an emergency coordinator, the person must be thoroughly familiar with all aspects of the facility's contingency plan, all operations and activities at the facility, the characteristics of the waste handled, all records regarding the facility and the facility's layout. In addition, the emergency coordinator must have the authority to commit the resources which would be needed to carry out the contingency plan.
- (3) The emergency coordinator shall have the authority also to initiate emergency procedures. Emergency procedures shall include but are not limited to the activation of internal alarm systems, including notification of all facility personnel, notification to State and local government agencies designated to help in the cleanup of such site, identification of the character, source, or amount, of any released materials when such materials were released either through fire, explosion, or spill. In the event that the emergency coordinator determines that fire, explosion, or spill threatens human life or the environment, the coordinator must notify appropriate local authorities.

- (4) During an emergency, the coordinator must take all reasonable measures necessary to ensure that additional fires, explosions, or releases do not occur, reoccur, or spread to other waste held at the facility.
 - (5) The emergency coordinator shall make such provisions for the treatment, storage, and/or disposing, of all recovered waste, contaminated soil or surface water, or any other material that was released through fire, explosion or spill.
- 4. Operating Record. The owner of a hazardous household waste facility licensed pursuant to this chapter shall keep the following information available at the facility until the closure of such a site.
 - A. A description of the quantity of the hazardous household waste received, and the methods, dates and treatment, storage, and the date on which such material was removed from the facility. Any other information required to be kept by Section 9-14-7.
 - B. The location and quantity of each substance of hazardous household waste within the facility and such hazardous household waste record shall be cross-indexed to its specific bill of lading.
 - C. Records of any and all waste analysis performed on the waste.
 - D. Summary reports and details of all incidents that require implementation of the contingency plan as specified in Section 9-14-8.
 - E. Records and results of any inspections performed by any government agency.
 - F. Monitoring, testing, or analytical data.
 - G. All closure cost estimates.
 - H. Records of the quantities, date of placement into commerce, manifest numbers, if available, and any other information regarding the shipment of hazardous household waste from the site to any other facility or site.
 - I. All records including contingency plans, required under this chapter, must be furnished upon request and made available at all reasonable times for inspection, by any officer or employee of the City. Only the operations manual, contingency plans, and Spill Prevention Control and Countermeasure Plan required by this chapter shall be held by the Clerk of the City and such records shall be open to public inspection at all reasonable times.
- 5. Closure and Postclosure Plans. Any application for a license pursuant to this chapter shall also include appropriate closure and postclosure plans.
 - A. Closure Standards.
 - (1) Closure standards shall include plans by the owner to minimize the costs of further maintenance after the facility has closed and such a plan shall articulate the requirements necessary to protect human health and the environment, including preventing the escape of any hazardous household waste into or on the land, water, air, or groundwater. The owner shall also certify that upon closure, the facility shall no longer be used to store hazardous household waste or that no such waste is left in the facility at the time of closure and that the threat to human health and the environment has been minimized. The owner shall, simultaneous with the application for a license to operate such a facility within the corporate boundaries of the City, include a detailed description of the steps necessary to remove or decontaminate all hazardous household waste residues, equipment, structures and soils during final closure of the facility. Such plan shall also include the methods for sampling and testing the surrounding soils and provide a criteria for determining the extent of decontamination required to satisfy the closure

performance standards. Furthermore, such plan shall also include a schedule for closure of the facility including a timetable which will show the total time required to close the site. A closure plan shall also include an estimated year when closure procedures will begin.

Within 180 days of the initiation of closure procedures, the owner shall notify the City Administrator of the owner's intent to commence closure activities under this section. Within 60 days of the completion of the final closure, the owner of such site shall certify to the City that such a site has been closed in accordance with the specifications set out in the closure plan and that requirements of this chapter have been met. Certification must be signed by the owner and by an independent professional engineer.

- (2) An owner of a site licensed pursuant to this chapter shall include postclosure care of the site in any closure plan. A postclosure plan shall identify the remaining care of the site such that the integrity of any liners, covers, or any other components of the containment system or the facility's monitoring systems such that any proposed use of the property will not increase the potential hazard to human health or the environment or the plan shall identify remaining care necessary to reduce the threat to human health or the environment. The plan shall identify what planned maintenance activities are necessary and the frequency with which such planned maintenance activities will be performed to ensure the integrity of the containment systems and the monitoring equipment. Such plan shall also provide the name, address and phone number of the person or office to contact regarding the facility during the postclosure care period.

- (3) An applicant at the time of application for a license for the facility shall estimate in current dollars the cost of closing the facility and the costs in current dollars of any postclosure care. The estimate shall be based on the cost of hiring an independent contractor to close the facility.

The applicant, upon receiving City approval for the license, but as a precondition to the receipt of such license, shall post suitable security in the form of a surety bond, trust, or irrevocable letter of credit in an amount to cover closure and postclosure clean-up costs. At the time of renewal of the license, the estimate of current dollars shall be adjusted and the security adjusted accordingly.

9-14-9 Co-Composting Prohibited. The Council finds the practice of co-composting to be inimical to the public health, safety, and welfare of the citizens of the City. As such, the practice of co-composting is prohibited within the Grimes corporate boundaries.

9-15 Recycling

9-15-1 Purpose:

The purpose of this Ordinance is to promote recycling by requiring property owners to provide facilities for the source of separation of recyclable materials at certain locations.

9-15-2 Definitions:

For use in this chapter the following terms are defined:

Non-recyclable Material means any material that is not defined as recyclable material.

Designated Recyclable Material means any newspapers, corrugated containers, catalogs, magazines, junk mail, bi-metal and ferrous cans, aluminum cans, clear glass containers, high density polyethylene (HDPE), and polyethylene terephthalate (PETE), whether alone or in combination.

9-15-3 Recycling Program:

1. After November 1, 1995, a recycling program is required for the source separation, separate collection and recycling of designated recyclable materials generated within the city from all multi-family dwellings and single-family dwelling units.
2. Collection of designated recyclable material pursuant to this section shall be made at least twice per month, or more often if necessary, as determined by the City Manager or designee of the City Council, and the storage of the designated recyclable materials shall not result in the creation of a public nuisance.
3. All multi-family dwellings shall be required to provide facilities for the source separation of all designated recyclable materials generated on the premises and shall arrange for the collection of the materials to be transported to a recycling facility.
4. Program development, implementation and operation shall be the responsibility of the same entity which contracts for the private collection and disposal of solid waste on the premises.

9-15-4 Storage of Designated Recyclable Materials:

1. General. It shall be the duty of every owner or entity which contracts for the private collection and disposal of solid waste from the premises to provide and keep at all times, a sufficient number of containers to hold all designated recyclable materials which may accumulate during the intervals between collections of such material by authorized collector. Recycling containers shall be located on-site. Owners of multi-family dwelling units shall ensure that each dwelling unit has access to the containers and that said containers are sufficient to hold all designated recyclable materials accumulated by the occupants of the dwelling unit during the intervals between collections.
2. Storage. All designated recyclable materials accumulated by owners and/or occupants of multi-family dwelling units shall be placed in containers which are durable, water tight and made of metal or plastic and marked with the recycling symbol or other acceptable markings. The containers shall remain on the premises at all times and shall be kept in clean condition. The type of bulk container to be furnished by the collector shall be acceptable to the City Administrator or designee of the Council. Containers shall have lids if kept outdoors or if necessary to avert a public nuisance or protect the marketing quality of designated recyclable materials. Such lids must remain closed except when designated recyclable materials are being placed or removed from the container.
3. Location of Containers. The location of storage containers shall not interfere with private or public sidewalks, walkways, driveways, roads, streets, highways or entrances and exits of private or public buildings and public buildings and shall be in compliance with all applicable laws. Bulk storage containers which are on wheels to facilitate their movement shall remain blocked at all times while unattended if such blocking is necessary to prevent unintentional movement.

9-15-5 Preparation of Designated Recyclable Materials and Placement for Collection:

Designated recyclable materials shall be separated, cleaned and prepared in a manner consistent with recycling collectors' requirements and placed at a designated area separate from municipal waste for collection at such time and dates as may be agreed upon between the collector and the owner of the dwelling or multi-family dwelling.

9-15-6 Charge for Collection of Recyclable Materials:

1. Charges for Service. The City Council shall establish the individual charge for recycling collection by ordinance. The City Clerk is authorized to collect this recycling charge by including the charge with and as a part of the bills sent out to the City's water service customers. These charges shall be billed as follows:
 - A. An individual monthly charge shall be included with every water bill sent to a customer who occupies a one or two-family residence and owner-occupied multi-family townhomes or condominiums if they are being provided solid waste pickup according to Chapter 9-13 Solid Waste.
 - B. The monthly charge shall be \$3.45 effective July 1, 2020.

Title 10 Franchises and Other Services

10-1 Natural Gas Franchise

10-1-1 Franchise Granted:

MidAmerican Energy Company and Black Hills Energy, their lessees, successors and assigns, hereinafter referred to as Grantees, have previously been granted a nonexclusive authority for a period of twenty-five (25) years to erect, construct, maintain and operate a gas distribution system, and any and all necessary mains, pipes, services and other appurtenances and equipment thereunto appertaining, in, upon, over, across and along the streets, alleys, bridges and public places in the City for the transmission, distribution and sale of natural and/or mixed gas for lighting, heating, industrial and all other uses or purposes in the City for the purpose of transmitting, transporting and conveying such gas into, through or beyond the immediate limits of said City to other cities and customers.

10-1-2 Excavation of Streets:

Whenever the Grantee, in the construction or maintenance of its system or in the installation of any extension thereto, shall cut into or take up any pavement or shall make any excavation in any street, avenue, alley or public place within the corporate limits of the City, the same shall be done in a manner so as not to unreasonably interfere with the use of such thoroughfares by the public. The Grantee shall use such safeguards as may be necessary to prevent injury to persons or property during such construction work and, upon its completion, all pavement shall be replaced in as good condition as it was before taken up. All excavations shall be refilled and all obstructions shall be removed at the expense of the Grantee and to the satisfaction of the City. In the event that the Grantee shall fail to comply with the provisions of this section after having been given reasonable notice, the City may do such work as may be needed to properly repair said thoroughfare and the cost thereof shall be repaid to the City by the Grantee.

10-1-3 Other Improvements:

The Grantee in constructing and maintaining said gas distribution system and in entering and using said streets, highways, avenues, alleys and public places in the City and in laying and installing mains, services, piping and related appurtenances and equipment, shall not in any manner interfere with or injure any improvement which the City now has or may hereafter have upon any of its streets, alleys, highways or public places.

10-1-4 Operation Standards:

Grantee agrees for and on behalf of itself, its lessees, successors and assigns, that for and during the term and period of this grant, it will maintain in the City an adequate, modern, standard and sufficient gas system and equipment and to maintain and operate the same in a modern and adequate fashion. Grantee will from time to time during the term of the franchise make such enlargements and extensions of its distribution system as the business of the Grantee and the growth of the City justify, in accordance with its rules and regulations relating to customer connections and main and service line extensions currently in effect and on file from time to time with the State Utilities Board or other competent authority having jurisdiction in the premises; provided, however, that no obligation shall extend to, or be binding upon, the Grantee to construct or extend its mains or furnish natural gas or natural gas service within the City if Grantee is, for any reason, unable to obtain delivery of natural gas at or near the corporate limits of the City or an adequate supply thereof to warrant the construction or extension of its mains, for the furnishing of such natural gas or gas service; and provided further, that when the amount of natural gas supplied to Grantee at or near the limits of the City is insufficient to meet the additional firm requirements of connected or new customers, Grantee shall have the right to prescribe reasonable rules and regulations for allocating the available supply of natural gas for such additional firm requirements to residential, commercial and industrial customers in that order of priority.

10-1-5 Power and Authority of City:

Grantee agrees for and on behalf of itself, its lessees, successors and assigns that all authority and rights in this chapter contained shall at all times be subject to all rights, powers and authority now or hereafter possessed by the City to regulate the manner in which Grantee shall use the streets, alleys, bridges and public places of the City and concerning the manner in which Grantee shall use and enjoy the franchise herein granted.

10-1-6 Quality:

The Grantee shall, at all times, maintain an adequate pressure and supply of clean, standard gas of the British Thermal Unit heating value of not less than that prescribed in the rules and regulations relating thereto in effect and on file from time to time with the State Utilities Board or other competent authority having jurisdiction in the premises. Should the British Thermal Units fall below the limitation set forth in the appropriate rules and regulations, the rate then in effect shall be automatically and correspondingly lowered and reduced during any period or periods of time in which such lower British Thermal Unit shall be furnished. The City shall have the privilege of requesting Grantee to furnish satisfactory proof of British Thermal Unit content of the gas.

10-1-7 Indemnification:

The Grantee shall hold the City harmless from any and all claims and actions, litigation or damage arising out of the passage of the ordinance codified by this chapter or of the construction, erection, installation, maintenance or operation of its properties operated by authority of this chapter within the corporate limits of the City or the negligence of its employees in the operation thereof, including the court costs and reasonable attorney fees in making defense against such claims. A copy of the process served upon the City shall be served by the City upon the Grantee. The Grantee shall have the right to defend in the name of the City and to employ counsel for such purpose.

10-1-8 Default:

If the Grantee shall be in default in the performance of any of the terms and conditions of this chapter and shall continue in default for more than thirty (30) days after receiving notice from the City of such default, the City may, by ordinance duly passed and adopted, terminate all rights granted under this chapter to the Grantee. The said notice of default shall specify the provision or provisions in the

performance of which it is claimed the Grantee is in default. Said notice shall be in writing and served in the manner provided by the laws of the State for the service of original notices in civil actions.

10-1-9 Term of Franchise:

The right and authority previously granted is nonexclusive and shall continue for a period of twenty-five (25) years from and after the effective date of the ordinance granting the nonexclusive franchise to the respective Grantee.

10-2 Electric Franchise

10-2-1 Franchise Granted:

MidAmerican Energy Company, a corporation, its successors or assigns are hereby granted and vested with the right, franchise and privilege for a period of twenty-five (25) years from and after the adoption and approval of the ordinance codified by this chapter or until September 23, 2039, as provided by law, to acquire, construct, operate and maintain in the City the necessary facilities for the production, distribution, transmission and sale of electric energy for public and private use and to construct and maintain along, upon, across, and under the streets, highways, avenues, alleys, bridges and public places the necessary fixtures and equipment for such purposes; and authorizing the city to collect franchise fees; and for the term of the franchise the Company is further granted the right of eminent domain, the exercise of which is subject to Council approval upon application by the Company.

10-2-2 Regulatory Power of City:

The franchise shall not be exclusive and shall not restrict in any manner the right of the City Council or any other governing body of the City in the exercise of any regulatory power which it may now have or hereafter be authorized or permitted by the laws of the State.

EDITOR'S NOTE

Ordinance No. 635 adopting an electric franchise for the City was passed and adopted on September 23, 2014.

10-3 Cable Television Franchise

10-3-1 Franchise Granted:

A nonexclusive right is hereby granted to MCC Iowa LLC, d/b/a Mediacom (hereinafter "Grantee"), its successors and assigns, to establish, construct, operate, maintain, repair, replace, renew, reconstruct, and remove a cable television system across public property in the City limits for a term of twenty-five (23) years or until May 1, 2019, in accordance with the laws and regulations of the United States of America and the State of Iowa and the ordinances and regulations of the City, including the nonexclusive right, privilege and authority:

1. To sell and supply audio and video communication service to persons within the City;
2. To use public property within the City;
3. To engage in such further activities within the City as may now or hereafter be consistent with the generally accepted principles and applicable to the operation of a cable television system.

10-3-2 Sale or Assignment:

The Grantee shall not assign or transfer any right granted under this chapter to any other person, company, or corporation without the prior consent of the Council, which consent shall not be unreasonably withheld, provided that the Grantee shall have the right to assign the franchise to a corporation wholly owned by the Grantee or to a limited partnership of which the Grantee or other wholly owned subsidiary of Heritage Communications, Inc. is a general partner without prior consent of the City.

EDITOR'S NOTE

Ordinance No. 492 adopting a cable television franchise for the City was passed and adopted on May 11, 2004.

10-4 Cable Television Regulations

10-4-1 Definitions:

The following words and phrases, when used herein, shall, for the purposes of this chapter, have the meanings ascribed to them in this section:

Cable Television System means any facility that, in whole or in part, receives directly, or indirectly over the air, and amplifies or otherwise modifies the signals transmitting programs broadcast by one or more television or radio stations and distributes such signal, by wire or cable, to subscribing members of the public who pay for such services.

Channel means the segment of the electromagnetic spectrum to which a source of television transmission is assigned.

FCC means the Federal Communications Commission.

Franchise means the rights, privileges, and authority granted by the City to the Grantee hereunder and includes all of the terms and conditions of this chapter.

Grantee means Heritage Communications, Inc., d/b/a Heritage Cablevision, Inc., a corporation organized and existing under the laws of the State of Iowa, its successors and assigns. When the context so requires, the term "Grantee" means and includes the Grantee, its officers, agents, employees, servants and independent contractors.

Private Property means all property, real, personal or mixed, owned by a private person, including property owned by a public utility not owned or operated by the City.

Property of the Grantee means all property, real, personal or mixed, owned or used by the Grantee however arising from or related to or connected with the franchise.

Public Property means all property, real or personal or mixed, owned or used by the City, including property owned or used by a public utility owned or operated by the City.

10-4-2 Use of Property:

The Grantee may use public property within the City and, with the written consent of the owner thereof, private property within the City, in furtherance of such activities within the City as may now or hereafter be consistent with generally accepted principles applicable to the operation of a cable television system subject, however, to the following restrictions:

1. Laws and Regulations. The Grantee shall comply with all governmental laws, ordinances, rules or regulations as may now or hereafter be applicable thereto.

2. Restrictions. The Grantee shall not use or occupy or permit public property or private property to be used or occupied or do or permit anything to be done on or about public property or private property which will, in any manner:
 - A. Impair the owner's interest in or title thereto;
 - B. Impair any mortgage or lease as may now or hereinafter be applicable thereto;
 - C. Adversely affect the then value or character thereof;
 - D. Cause or be likely to cause structural damage thereto, or any part thereof;
 - E. Cause or be likely to cause any damage or injury to any utility service available thereto;
 - F. Create a public or private nuisance, cause any offensive or obnoxious vibrations, noise, odor or undesirable effect or interfere with the safety, comfort or convenience of the owner thereof, and persons lawfully on or about the same;
 - G. Violate the rules, regulations and requirements of any person furnishing utilities or services thereto; or
 - H. Make void or voidable any insurance then in force affecting the same or cause an increase in the rates applicable thereto.

10-4-3 Taxes:

The Grantee shall pay all real estate taxes, special assessments, personal property taxes, license fees, permit fees and other charges of a like nature which may be taxed, charged, assessed, levied, or imposed upon the property of the Grantee and upon any services rendered by the Grantee.

10-4-4 Insurance:

The Grantee shall, at all times during the term of the franchise, carry and require their contractors to carry:

1. General Liability. Insurance in such forms and in such companies as shall be approved by the City to protect the City and Grantee for and against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation and maintenance of any structure, equipment or appliance. The amount of such insurance shall be not less than \$100,000 as to any one person, \$300,000 as to any one occurrence for injury or death to persons, and \$100,000 for damages to property, with so-called umbrella coverage of at least \$5,000,000.
2. Worker's Compensation. Worker's Compensation Insurance as provided by the laws of the State of Iowa, as amended.
3. Automobile. Automobile Insurance with limits of not less than \$100,000/\$300,000 of public liability coverage and automobile property damage insurance with a limit of not less than \$100,000 covering all automotive equipment, with so-called umbrella coverage of at least \$5,000,000.
4. Notice of Cancellation. All of said insurance coverage shall provide a ten (10) day notice to the City in the event of material alteration or cancellation of any coverage afforded in said policies prior to the date said material alteration or cancellation shall become effective.
5. Copies Filed. Copies of all insurance policies required hereunder shall be furnished to and filed with the City prior to the commencement of operations or the expiration of prior policies, as the case may be.

6. Defense Costs. The Grantee shall pay all reasonable expenses incurred by the City in defending itself with regard to all damages, penalties or other claims resulting from the acts of the Grantee, its assigns, employees, agents, invitees, or other persons. Said expenses shall include all out-of-pocket expenses such as attorney's fees, and shall include the value of any service rendered by the City Attorney or any other officers or employees of the City.

10-4-5 Repairs:

During the term of the franchise, the Grantee shall, at its own expense, make all necessary repairs and replacements to the property of the Grantee. Such repairs and replacements, interior and exterior, ordinary as well as extraordinary, and structural as well as nonstructural, shall be made promptly, as and when needed.

10-4-6 Hold Harmless:

During the term of the franchise, the Grantee absolutely assumes and agrees to pay the City for, and the Grantee forever agrees to indemnify the City against, and agrees to hold and save the City harmless from, any and all damage, injury, costs, expenses, liability, claims, settlements, judgments, decrees and awards of every kind and nature whatsoever, or an account of any actual or alleged loss, damage or injury to any property or person whatsoever, however arising from or related to or connected with, directly or indirectly, (a) injury to or death of any person, or loss, damage or injury to any property of the Grantee, and/or (b) the nonobservance by the Grantee of the provisions of any laws, statutes, ordinances, resolutions, regulations or rules duly promulgated by any governmental entity which may be applicable directly or indirectly, to rights, privileges, and authority, and the obligations and liabilities, assumed by the Grantee under the franchise, (c) the nonobservance by the Grantee of any of the terms and conditions of the franchise, and/or (d) the granting of the franchise.

10-4-7 Assignment:

The Grantee shall not assign or transfer any right granted under this chapter to any other person without prior consent of the Council, which consent shall not be unreasonably withheld, provided that the Grantee shall have the right to assign the provisions of this chapter to a corporation wholly owned by the Grantee or to a limited partnership of which the Grantee is a general partner without the prior consent of the City.

10-4-8 Insolvency of Grantee:

In the event that the Grantee shall become insolvent, or be declared bankrupt, or the property of the Grantee shall come into the possession of any receiver, assignee or other officer acting under an order of court, and any such receiver, assignee or other such officer shall not be discharged within sixty (60) days after taking possession of such property, the City may, at its option, terminate the franchise by giving written notice thereof to the Grantee.

10-4-9 Default of Grantee:

In the event the Grantee shall fail to comply with any of the terms and conditions of the franchise within thirty (30) days after receipt of notice in writing from the City specifying the failure or default, the City may, at its option, terminate the franchise by giving written notice thereof to the Grantee. This section shall not apply to failures or defaults beyond the reasonable control of the Grantee.

10-4-10 Termination:

Upon termination of the franchise for any cause, the Grantee shall remove the property of the Grantee from all public property and private property within the City and shall return such public property and

private property to the owner thereof in the same condition as when the property of the Grantee was placed thereon, ordinary wear and tear excepted.

10-4-11 Compliance with Applicable Laws:

During the term of the franchise, the Grantee shall comply with all governmental laws, ordinances, rules or regulations as may be applicable to the construction, operation, maintenance, repair, replacement, renewal, reconstruction, and removal of a cable television system, the sale and supply of audio and video communications services, the use of public property and private property and the engagement in such further activities as may now or hereafter be consistent with generally accepted principles applicable to the operation of a cable television system.

10-4-12 Installation and Maintenance of Property of Grantee:

During the term of the franchise, the property of the Grantee shall be constructed, operated, maintained, repaired, replaced, renewed, reconstructed, and removed in accordance with generally accepted engineering principles so as not to endanger or interfere with the lives of persons or to interfere with improvements which the City may deem proper to make or to unnecessarily hinder or obstruct pedestrian or vehicular traffic or use of public property or private property.

10-4-13 Interference:

The Grantee's cable television system shall be so designed, engineered and maintained so as not to interfere with the radio and television reception of persons who are not subscribers of the Grantee.

10-4-14 Installation of Cables:

The Grantee shall have the right, privilege, and authority to lease, rent or in any other manner obtain the use of wooden poles with overhead lines, conduits, trenches, ducts, lines, cables, and other equipment and facilities from any and all holders of public licenses and franchises with the City, and to use such poles, conduits, trenches, ducts, lines, and cables in the course of its business. The Grantee shall install its cable on the existing poles owned by the holders of public licenses and franchises with the City whenever possible for the installation of its cable. When installation of cable on poles is insufficient, or when holders of other public licenses or franchises have installed underground cable, then in that event, the cable used by the Grantee shall be underground.

10-4-15 Restoration of Ground Surface:

In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Grantee shall, at its own cost and expense and in a manner approved by the City, replace and restore all paving, sidewalk, driveway, or surface of any street or alley disturbed, in as good a condition as before said work was commenced.

10-4-16 Alteration of Grade:

In the event that during the term of the franchise, the City shall elect to alter or change the grade of any street, alley, or public way, the Grantee, upon reasonable notice by the City, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense.

10-4-17 Temporary Removal of Cables:

The Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its cables to permit the moving of buildings. The expense of such temporary removal, raising, or lowering of cables shall be paid by the person requesting the same and the Grantee

shall have the authority to require such payment in advance. The Grantee shall be given not less than five (5) days' advance notice to arrange for such temporary cable changes.

10-4-18 Tree Trimming:

The Grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks, and public places of the City so as to prevent the branches of such trees from coming in contact with the cables of the Grantee. All trimming shall be done at the expense of the Grantee.

10-4-19 Line Extensions:

It shall be the obligation of the Grantee to serve all residents of the City except to the extent that density of homes, adverse terrain or other factors render providing service impracticable, technically unfeasible or economically noncompensatory. For purposes of determining compliance with provisions of this section, and to provide for a reasonable and nondiscriminatory policy governing extensions of cable service within the City, Grantee shall extend service to new subscribers at the normal installation charge and monthly rate for customers of that classification where there is an average of fifty (50) homes per each linear mile of new cable construction. In the event the requirements of this section are not met, extensions of service shall be required only on a basis which is reasonable and compensatory.

10-4-20 Service Requirements:

During the term of the franchise, the Grantee shall furnish reasonable, adequate and efficient cable television service to subscriber terminals. This requirement may be temporarily suspended due to circumstances beyond the reasonable control of the Grantee.

10-4-21 Performance Standards:

The Grantee shall produce a picture in black and white and/or color that is of high quality accompanied by proper sound on typical standard television sets in good repair. The Grantee shall also transmit signals of adequate strength to produce good pictures with good sound at all subscriber terminals throughout the City without causing cross modulation in the cables or interfering with other electrical or electronic systems.

10-4-22 Channel Capacity and Performance:

During the term of the franchise, the cable television system of the Grantee shall conform to the channel capacity and performance requirements contained in the then current regulations of the FCC.

10-4-23 Installation and Maintenance of Subscriber Terminals in City Buildings and Schools:

During the franchise, the Grantee shall at its sole cost, install and maintain a subscriber terminal in such buildings owned or used by the City, and in such buildings owned or used by recognized educational authorities within the City, both public and private, as may be designated by the governing body having jurisdiction thereof. Such subscriber terminals shall be placed in such location within such buildings as may be designated by the governing body having jurisdiction thereof. This provision is meant to apply only to those buildings accessible to Grantee's system.

10-4-24 Telecast of Educational Activities:

The Grantee shall not cablecast, tape, reproduce or otherwise convey to its subscribers the activities of any recognized educational authority, public or private, without the written consent of the governing body of such authority.

10-4-25 Program Alterations:

Any signal received by the Grantee from a television broadcast station shall be cablecast by the Grantee in its entirety, as received, without alteration.

10-4-26 Subscriber Rates and Charges:

All rates for service shall be reasonable, compensatory and nondiscriminatory. Except as otherwise provided in the franchise, the Grantee shall have the right, privilege and authority to change the rates and charges.

10-4-27 Service Rules and Regulations:

The Grantee shall have the right to prescribe reasonable service rules and regulations and operating rules for the conduct of its business. Such rules and regulations shall be consistent with the terms and conditions of the franchise. The Grantee shall file such rules and regulations, and all amendments thereto, with the City.

10-4-28 Service Agreements:

The Grantee shall have the right to prescribe a reasonable form of service agreement for use between the Grantee and its subscribers. Such service agreement shall be consistent with the terms and conditions of the franchise.

10-4-29 Payments to City:

The Grantee shall pay to the City one percent (1%) of its annual "basic monthly cable television service" revenues for the service rendered to customers located within the City. All payments as required by the Grantee to the City shall be made annually and shall be due forty-five (45) days after the close of the Grantee's tax year.

10-4-30 Injury to Property of Grantee:

No person shall wrongfully or unlawfully injure the property of the Grantee.

10-4-31 Intercepting Signals of Grantee:

No person shall wrongfully or unlawfully intercept the signals of the Grantee.

10-4-32 Filing of Reports:

On or before April 1 of each year, the Grantee shall file with the City copies of FCC Form 325 and FCC Form 326 for the preceding year.

10-4-33 Filing of Maps and Plats:

On or before April 1 of each year, the Grantee shall file with the City maps and plats showing the location and nature of all new property of the Grantee within the City as of the end of the preceding calendar year.

10-4-34 Filing of Communications with Regulatory Agencies:

The Grantee shall file with the City copies of all petitions, applications and communications submitted by the Grantee to any regulatory agency having jurisdiction over the Grantee.

10-4-35 Access:

The Grantee shall and does hereby grant to the City the right to enter upon the property of the Grantee, upon reasonable notice, at any and all reasonable times to inspect the same for purposes pertaining to the rights of the City.

10-4-36 Discrimination Prohibited:

The Grantee shall not grant any undue preference or advantage to any person, nor subject any person to prejudice or disadvantage with respect to rates, charges, services, service facilities, rules, regulations, or in any other respect.

10-4-37 Other Business Activities Prohibited:

During the initial term of the franchise, or any extension thereof, the Grantee shall not engage in the business of selling, leasing, renting or servicing television or radio receivers, or their parts and accessories, and the Grantee shall not require or attempt to direct its subscribers to deal with any particular person or firm with respect to said activities.

10-4-38 Arbitration:

Any controversy between the City and the Grantee regarding the rights, duties and liabilities of either party under the franchise shall be settled by arbitration. This section shall not apply to termination proceedings under Section 10-4-10. Such arbitration shall be before three (3) disinterested arbitrators, one (1) named by the City, one (1) named by the Grantee, and one (1) named by the two (2) thus chosen. The decision of the arbitrators shall be conclusive and shall be enforced in accordance with the laws of the State.

10-5 Cemetery

10-5-1 Definition:

1. The term "cemetery" means the Sunny Hill Cemetery.

10-5-2 Records:

It is the duty of the Clerk to make and keep a permanent record of all interments made in the cemetery, which record shall at all times be open to public inspection. The record shall, among other things, include:

1. Plat. An accurate plat of the cemetery;
2. Lot Owners. The names of the owners of all lots that have been sold;
3. Lot Descriptions. The correct description of all lots for sale and the price thereof, as shall be fixed by the City Council;
4. Grave Locations. The exact location of each grave upon each cemetery lot.

10-5-3 Sale of Lots:

The sale of lots in the cemetery shall be evidenced by a deed signed and executed by the Mayor and the Clerk for and on behalf of the City, and it is the duty of the Clerk to collect the purchase price for any lot sold before delivering the deed of conveyance for the same. The payment of all fees and charges shall be made at the office of the Clerk where receipts will be issued for all amounts paid. Said fees and charges shall be based upon the charges as set out in the rules and regulations in effect as adopted by the Council.

10-5-4 Perceptual Care:

A portion of the sale price as specified by the rules and regulations established by the Council shall be set aside and deposited in the perpetual care endowment fund of the cemetery. The Council, by

resolutions, shall also receive and expend all moneys and property donated or bequeathed for perpetual care. The assets of the perpetual care fund shall be invested as permitted by State law. The City shall use the income from such investments in caring for the property of the donor or lot owner or as provided in the terms of such gift or donation, or as agreed in the instrument for sale and purchase of a cemetery lot.

10-5-5 Cemetery Lots without Perceptual Care:

Owners of lots or other interested persons may secure perpetual care on lots or parts of lots in the older portions of the cemetery not having perpetual care by the payment to the City of the perpetual care charges at the rates specified in the rules and regulations.

10-5-6 Annual Care:

An annual care charge as specified in the rules and regulations shall be made by the City on those lots in the older portions of the cemetery which are not at present under perpetual or endowed care. The City reserves the right to refuse to furnish maintenance service, or permit the erection of any monumental work on those lots not under perpetual or endowed care or when the annual care on such lots has not been paid in advance.

10-5-7 Trespassing or Vandalism in Cemetery:

Any person who trespasses upon any cemetery under the jurisdiction of the City by destroying, injuring or defacing any grave, vault, tombstone, or monument, or any building, fence, tree, shrub, flower, or anything in or belonging to the cemetery is guilty of a misdemeanor and liable for any and all damage.

(Code of Iowa, Sec. 716.1)

10-5-8 Monuments and Markers Generally:

1. Only one central or family memorial shall be allowed where two or more burial spaces are owned by a family and shall be set in line with other memorials located in the same section of the cemetery.
2. No lot owner shall erect or place or cause to be erected or placed on any lot in the cemetery any memorial or marker disapproved by the representative of the Council.
3. The size of the memorial is to be governed according to the ratio of the area of the face of the memorial to the size of the lot. The length of the base shall not exceed sixty percent (60%) of the width of the lot.
4. Markers may be placed at the end of the grave, farthest from the base of the monument in the lots or burial spaces.
5. All markers on the same family spaces shall be uniform.
6. Corner posts shall be of the same material as the monument or marker and shall be placed flush with the grave. Initials shall be cut in, not raised. Corner posts shall be at least six inches (6") in length and not more than six inches (6") square on the face, and dressed where they abut on adjacent lots and set in cement.
7. No coping, curbing, fencing, hedging, grave mounds, borders or enclosure of any kind shall be allowed around any lot or family burial spaces. No walks of brick, chert, cinders, tile, stone, marble, terra cotta, sand, cement, gravel or wood shall be allowed on any lot.
8. The monument or marker shall be erected per specifications on file with the Clerk's office.

9. Ground level (flush) memorials and markers are allowed, but at the owner's risk as to maintenance and damage. The same shall be erected per specifications on file in the Clerk's office.

10-5-9 Use of Vaults:

All caskets must be enclosed in a vault before actual burial.

10-5-10 Rules and Regulations:

The hours of the cemetery shall be from dawn to dusk. Additional rules and regulations for the cemetery shall be adopted, and may be amended from time to time, by resolution of the Council and shall cover the use of roads within the cemetery, the hours for burials, the decorating of graves, the fees for services rendered in connection with interments or the placing of markers and the cost of lots or payment for perpetual care as deemed necessary.

10-6 Water Service Franchise

10-6-1 Franchise Granted:

Thorpe Water Development Company, its lessees, successors and assigns, hereinafter referred to as Grantee, are hereby granted the nonexclusive authority for a period of twenty-five (25) years to erect, construct, maintain and operate a water distribution system, and any and all necessary mains, pipes, services and other appurtenances and equipment thereunto appertaining in, upon, over, across and along the streets, alleys, bridges and public places in the city for the transmission, distribution and sale of potable water for domestic, commercial, industrial and all other uses and purposes in the City for the transmission, transportation and conveyance of such water into, through and beyond the corporate limits of said City and to other cities and customers.

10-6-2 Excavation of Streets:

Whenever the Grantee, in the construction or maintenance of its system or in the installation of any extension thereto, shall cut into or take up any pavement or shall make any excavation in any limits of the City, they shall be done in a manner so as not to unreasonably interfere with the use of such thoroughfares by the public. The Grantee shall use such safeguards as may be reasonably necessary to prevent injury to persons or property during such construction work; and upon its completion, all pavement shall be replaced in as good condition as it was before taken up. All excavations shall be refilled and all obstructions shall be removed at the expense of the Grantee. In the event that the Grantee shall fail to comply with the provisions of this section after having been given reasonable notice, such notice not to be less than 45 days, the City may do such work as may be needed to properly repair said thoroughfare and the reasonable and necessary cost thereof shall be repaid to the City by the Grantee.

10-6-3 Other Improvements:

The Grantee, in constructing and maintaining said water distribution system, and in entering and using said streets, highways, avenues, alleys and public places in the City and in laying and installing mains, services, piping and related appurtenances and equipment, shall not in any manner interfere with or injure any improvement which the City now has or may hereafter have upon any of its streets, alleys, highways or public places. The City shall likewise not interfere with or injure any then existing structures of the water distribution system without just compensation. The Grantee shall file and maintain a current map and legal description of the Grantee's service area in Grimes with the City Clerk. Prior to extending additional service within Grimes, the Grantee will obtain prior approval of the City Council.

10-6-4 Operations Standards:

Grantee agrees for and on behalf of itself, its lessees, successors and assigns, that for and during the term and period of this grant, it will maintain adequate, reasonably modern, standard and sufficient water equipment within the City and to maintain and operate the same in a reasonably modern and adequate fashion. Grantee will from time to time during the term of the franchise make such enlargements and extensions of its distribution system as the business of the Grantee justifies in accordance with its rules and regulations relating to customer connections and main and service line extensions currently in effect and on file from time to time with the Grantee or other competent authority having jurisdiction in the premises; provided, however, that no obligation hereunder shall extend to or be binding upon the Grantee to construct, or extend its mains or furnish water or water service within the City if Grantee is, for any reason, unable to obtain delivery of water at or near the corporate limits of the City or an adequate supply thereof to warrant the construction or extension of its mains for the furnishing of such water or water service; and provided further, that when the amount of water supplied to Grantee at or near the limits of the City is insufficient to meet the additional firm requirements of connected or new customers, Grantee shall have the right to prescribe reasonable rules and regulations for allocating the available supply of water for such additional firm requirements to residential, commercial and industrial customers, in that order of priority.

10-6-5 Power and Authority of City:

Grantee agrees for and on behalf of itself, its lessees, successors and assigns that all authority and rights in this chapter contained shall at all times be subject to all rights, power and authority now or hereafter possessed by the City to regulate the manner in which Grantee shall use the streets, alleys, bridges and public places of the City; provided that the exercise of all such rights, powers and authority shall be reasonable, fair and nondiscriminatory; and provided further that any "taking" of the system or appurtenances by the City shall be subject to just compensation.

10-6-6 Quality and Rates:

The Grantee shall, at all times, maintain an adequate pressure and supply of standard quality water to the customers Grantee has elected to serve, subject to reasonable interruptions in service. Grantee shall charge rates for water that are reasonably competitive with rates for similar quantities of water of similar quality by water suppliers similarly situated.

10-6-7 Indemnification:

The Grantee and City shall hold each other harmless from any and all claims and actions, litigation or damage arising out of the passage of the ordinance codified by this chapter or the negligence of its employees in the operation or performance thereof, including the court costs in making defense against such claims. A copy of the process served upon either shall be served by one upon the other. Either party shall have the right to defend in the name of the other and to employ counsel for such purpose.

10-6-8 Default:

If the Grantee shall be in default in the performance of any of the terms and conditions of this chapter and shall continue in default for more than forty-five (45) days after receiving notice from the City of such default, the City may, by ordinance duly passed and adopted, terminate all rights granted under this chapter to the Grantee. The said notice of default shall specify the provision or provisions in the performance of which it is claimed the Grantee is in default. Said notice shall be in writing and served in the manner provided by the laws of the State for the service of original notices in civil actions.

10-6-9 Terms of Franchise:

The right and authority herein granted shall be nonexclusive and shall be and continue for a period of twenty-five (25) years from and after the effective date of the ordinance codified by this chapter or until September 14, 2020.

10-7 Stormwater Management Utility

10-7-1 Purpose:

The purpose of this ordinance is to establish a stormwater management utility which shall be responsible for stormwater management within the corporate boundaries of the City of Grimes and shall provide for the management, protection, control, regulation, use and enhancement of stormwater management systems and facilities.

(Code of Iowa, Sec. 384.84)

1. Pursuant to §384.84 Code of Iowa (2005) the City may establish a stormwater drainage system utility and impose rates and charges for the operation, maintenance, and extension of the Stormwater Drainage System, which in the City of Grimes shall be known as the Grimes Stormwater Management Utility.
2. It is in the best interests of the City of Grimes that the Stormwater Management Utility be established so as to provide for the proper operation and maintenance of the utility facilities and to provide for rates for the purposes of assuring sufficient funds for the same.
3. The City of Grimes declares the entire area within the corporate limits of the City of Grimes as the Stormwater Drainage System District pursuant to §384.84(5) Code of Iowa (2005) which shall be the area governed by the Grimes Stormwater Management Utility.

10-7-2 Definitions:

Unless the context specifically indicates otherwise, the meaning of the terms used in this chapter shall be as follows:

Apartment dwelling means a self-contained housing unit that occupies only part of a building which consists of many similar housing units for rent or sale, wherein the land or lot beneath the multi-dwelling structure may be owned by the building owner. In the application of stormwater management fees, each apartment dwelling shall be one half (1/2) ERL.

Bonds means revenue bonds, notes, loans or any other debt obligations issued or incurred to finance the costs of construction.

Construction cost means costs reasonably incurred in connection with providing capital improvements to the system or any portion thereof, including but not limited to the costs of the following:

- a. Acquisition of all property, real or personal, and all interests in connection therewith including all rights-of-way and easements therefor;
- b. Physical construction, installation and testing including the costs of labor, services, materials, supplies and utility services used in connection therewith;
- c. Architectural, engineering, legal and other professional services;
- d. Insurance premiums taken out and maintained during construction, to the extent not paid for by a contractor for construction and installation;
- e. Any taxes or other charges which become due during construction;

- f. Expenses incurred by the City or on its behalf with its approval in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to construction;
- g. Principal and interest on any bonds; and
- h. Miscellaneous expenses incidental thereto.

Customers of stormwater utility include all persons, properties, and entities served by and/or benefiting from the utility's acquisition, management, maintenance, extension and improvement of the public stormwater management systems and facilities.

Debt service means the amount of money necessary annually to pay the interest on outstanding debt and pay the principal of maturing bonded debt.

Developed property means land that has been altered from its natural state by construction or installation of more than 500 square feet of impervious surface area thus increasing the amount of rainwater or surface water runoff.

Duplex dwelling means a building containing only two (2) dwelling units and designed for and occupied exclusively by not more than two (2) families with separate housekeeping and cooking facilities for each. In the application of stormwater management fees, each duplex dwelling property shall be treated as two (2) single-family dwellings.

Equivalent Residential Lot (ERL) is based on the total area for an average residential lot in the community. ERL shall be used as the basis for determining stormwater management fees. One ERL is equal to ten thousand (10,000) square feet of gross lot area.

Exempt property includes public streets, alleys and sidewalks; all undeveloped properties including land used for agriculture; all vacant properties and properties which have been zoned but do not have building permits issued.

Impervious surface means those areas which prevent or impede the infiltration of stormwater into the soil as it enters in natural conditions prior to development. Common impervious surface areas include, but are not limited to, rooftops, sidewalks, driveways, patios, parking lots, storage areas, compacted gravel surfaces and other surfaces which prevent or impede the natural infiltration of stormwater runoff which existed prior to development.

Mobile home dwelling means a detached residential dwelling unit designed for transportation after fabrication on streets or highways on its own wheels or a flatbed or other trailer, and arriving at the site where it is occupied as a dwelling complete and ready for occupancy except for minor unpacking and assembly operations, location on jacks or other temporary or permanent foundations, connections to utilities, and the like. In the application of stormwater management fees, each mobile home dwelling property shall be treated as one half (1/2) single-family dwelling.

Nonresidential properties means all developed properties not encompassed by the definition of residential shall be defined as nonresidential. Nonresidential properties shall include: commercial property; industrial property; institutional property; churches; hospitals; schools; parking lots; and any other property not mentioned in the lists of properties. In the application of stormwater management fees, total property area will be divided by 10,000 square feet to calculate ERLs for each nonresidential property.

Operating budget means the annual operating budget for the stormwater management utility adopted by the City Council for the succeeding fiscal year.

Pollutant means anything that causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes and solvents; oil and other automotive fluids; nonhazardous liquid and solid

wastes and yard wastes; refuse, rubbish, garbage, litter or other discarded or abandoned objects, so that the same may cause or contribute to pollution; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform bacteria and pathogens; dissolved and particulate metals; animal wastes; waste and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Revenues means all rates, fees, assessments, rentals or other charges or other income received by the utility, in connection with the management and operation of the system, including amounts received from the investment or deposit of moneys in any fund or account and any amounts contributed by the City, all as calculated in accordance with sound accounting practice.

Single-family dwelling means a residence designed for or occupied by one family only entirely surrounded by yard on the same lot. In the application of stormwater management fees, each single-family dwelling shall be one (1) ERL.

Stormwater drainage system means the system of publicly or privately owned or operated man-made facilities, structures, and natural watercourses, including rivers, streams, creeks, canals, ditches, drainage channels, culverts, flumes, pipes, catch basins, streets, gutters, and lakes within the City through which or into which stormwater runoff, surface water, or subsurface water is conveyed or deposited.

Stormwater management means the tasks required to control stormwater runoff using stormwater management systems, to protect the health, safety, and welfare of the public, and comply with relevant State and Federal regulations.

Stormwater management system and facilities address the issue of drainage management (flooding) and environmental quality (pollution, erosion and sedimentation) of receiving rivers, streams, creeks, lakes and ponds through improvements, maintenance, and regulation of structures and property used in the collection, retention, detention and treatment of stormwater or surface water drainage.

Stormwater management utility means the enterprise fund utility created by this division to operate, maintain, and improve the system and for such other purposes as stated in this division. The utility established under this Section for the purpose of managing stormwater and imposing charges for the recovery of costs connected with such stormwater management.

Townhome dwelling means a dwelling unit which is detached or attached horizontally, and not vertically, to one or more other dwelling units, wherein the land or lot beneath each dwelling may be individually owned in common by a townhome association. In the application of stormwater management fees, each townhome dwelling shall be treated as one (1) single-family dwelling.

Undeveloped property means land in its unaltered natural state or which has been modified to such minimal degree as to have a hydrologic response comparable to land in an unaltered state. Undeveloped land shall have less than 500 square feet of pavement, asphalt or compacted gravel surfaces or structures which create an impervious surface area. Agricultural property that is used specifically for row crop or animal production and has less than 500 sf of impervious surfaces (excluding row crop areas) shall be classified as undeveloped property.

User means any person owning, operating, or otherwise responsible for property within the City which directly or indirectly discharges stormwater or surface or subsurface waters to any portion of the stormwater management system or which is directly or indirectly protected by the City's flood protection system or stormwater drainage system.

10-7-3 Declaration of Purpose; Establish District:

1. The City Council finds, determines, and declares it to be conducive to the health, welfare, safety and convenience of the City and its residents that a stormwater management utility district be established within the City. Consequently, pursuant to I.C. § 384.84(1), a stormwater management utility district, to be known as the Grimes Stormwater Management Utility, is established, and it is ordained and declared that the property located within the City Limits of the City of Grimes shall be and constitute the stormwater management utility district, and that the utility shall comprise and include elements of the City's stormwater drainage and flood protection systems which provide for the collection, treatment and disposal of stormwater, surface water, and groundwater. It is further found, determined, and declared that the elements of the stormwater management utility are of benefit and provide services to all real properties within the incorporated City limits, including property not directly served by the stormwater drainage system, and that such benefits and services may include but are not limited to the provision of adequate systems of collection, conveyance, detention, treatment and release of stormwater; the reduction of hazard to property and life resulting from stormwater runoff and flooding; improvement in general health and welfare through reduction of undesirable stormwater conditions and flooding; and improvement to the water quality in the stormwater and surface water system and its receiving waters.
2. It is further determined and declared to be necessary and conducive to the protection of the public health, welfare, safety and convenience of the City and its residents that charges be levied upon and collected from the owners or occupants of all lots, parcels of real estate, and buildings that discharge stormwater or surface or subsurface waters, directly or indirectly, to the City stormwater drainage system, and that the proceeds of such charges so derived be used for the purposes of operation, maintenance, repair, replacement and debt service for construction of the stormwater drainage and flood protection improvements comprising the stormwater management utility.

10-7-4 Powers, Duties, Responsibilities:

The stormwater management utility shall have the following powers, duties, and responsibilities:

1. Prepare ordinances as needed to implement this division and forward the ordinances to the City Council for consideration and adoption, and adopt such regulations and procedures as are required to implement this division and carry out its duties and responsibilities.
2. Administer the acquisition, design, construction, maintenance, and operation of the stormwater utility system, including capital improvements for stormwater drainage.
3. Administer and enforce this division and all ordinances, regulations and procedures adopted relating to the design, construction, maintenance, operation, and alteration of the utility system, including but not limited to the quantity, quality and/or velocity of the stormwater conveyed thereby.
4. Inspect private systems as necessary to determine the compliance of such systems with this division and any ordinances or regulations adopted pursuant to this division.
5. Prepare and revise a comprehensive drainage and flood protection plan for periodic review and adoption by the City Council.
6. Review plans, approve or deny, inspect, and accept extensions to the stormwater drainage system.
7. Establish and enforce regulations to protect and maintain water quality within the system in compliance with water quality standards established by State, regional and/or Federal agencies as adopted or amended.

8. Annually analyze the cost of services and benefits provided, and the system and structure of fees, charges, fines, and other revenues of the utility, and make recommendations regarding adjustments to such fees, charges, fines, and other revenues.
9. Prepare an annual operating budget for the utility and make recommendations regarding the financing of the cost of extending, improving, and replacing the system.
10. Administer a Homeowner Grant Program providing funding assistance for stormwater management improvements on single-family residential lots.
11. Administer a Credit Program for non-residential properties which provide water quantity or quality control through detention ponds or other stormwater management facilities.

10-7-5 Organization:

The City Council shall be the governing body of the stormwater management utility. The stormwater management utility shall be under the direction, management and control of the City Administrator or designee who shall function as its director. In that capacity, the director shall supervise the day-to-day operation of the stormwater management utility, shall enforce this division and the provisions of all ordinances and regulations adopted pursuant to this division and shall carry out the policy directives of the City Council acting in its role as governing body of the stormwater management utility.

10-7-6 Stormwater Service Charges Required:

Every customer whose premises is served by a connection with the stormwater management system and facilities of the City of Grimes, either directly or indirectly, shall pay to the City stormwater service charges hereinafter established and specified for the purpose of contributing towards the costs of construction, maintenance and operation of the stormwater management system and facilities and at least sufficient to pay the principal and interest related to Bonds issued for the purpose of financing all or part of those costs, and sufficient to comply with any covenants or conditions associated with any such Bonds so issued.

10-7-7 Effective Date:

Stormwater service charges shall accrue beginning January 1, 2013 and shall be billed monthly thereafter to all customers.

10-7-8 Basic Rate:

1. Except as hereinafter noted, each customer whose property lies within the corporate limits of the City shall pay to the City, as a part of the customer's combined service account with the Grimes Utility Billing Department, at the same time payment for other City utilities are made, the following charges per Equivalent Residential Lot (ERL) associated with the customer's property:
 - A. Undeveloped properties. A flat storm sewer availability charge at the rate of \$0.00 per month.
 - B. Single-family dwelling, 1 ERL: \$5.00 per month.
 - C. Duplex dwelling, 1 ERL: \$5.00 per month.
 - D. Townhome dwelling, 1 ERL: \$5.00 per month.
 - E. Mobile home dwelling, ½ ERL: \$2.50 per month.
 - F. Apartment dwelling, ½ ERL: \$2.50 per month.
 - G. Nonresidential properties: \$5.00 per ERL per month, with a minimum of 1 ERL and up to a maximum of 40 ERLs.

2. The yearly rate shall increase by 5.0% per year through 2018. As a result of the annual review of rates, as detailed in Section 10-7-12 of this Ordinance, the Council may choose to adjust the monthly ERL rate as necessary. Such rate adjustments shall be approved by Resolution of the City Council.

The number of Equivalent Residential Lots (ERL) on nonresidential properties shall be calculated by reference to the Polk and Dallas County records. Stormwater fee billing will begin upon water meter installation.

10-7-9 Rate Appeals:

City staff will review all rate and ERL inquiries from customers to ensure the ERL has been correctly applied to a property. Following this review, any customer who believes the provisions of this chapter have been applied in error may appeal in the following manner:

1. An appeal must be filed in writing to the City of Grimes City Administrator and include all necessary information to support the request for an appeal.
2. In the case of service charge appeals, the appeal shall include official property information, including total area for the property in question.
3. Using the information provided by the appellant, the City Administrator shall conduct a technical review of the conditions on the property and respond to the appeal in writing within thirty (30) days.
4. In response to an appeal, the City Administrator may adjust the stormwater service charge applicable to a property in conformance with the general purpose and intent of this chapter.
5. A decision by the City Administrator which is adverse to an appellant may be further appealed to the City Council within thirty (30) days of receipt of notice of the adverse decision. Notice of the appeal shall be served on the City Council by the appellant, stating the grounds for the appeal. The City Council shall schedule a public hearing within thirty (30) days. All decisions of the City Council shall be served on the appellant by registered mail, sent to the billing address of the appellant.
6. All decisions of the City Council shall be final.

10-7-10 Exemption from Fees; Special Conditions:

The stormwater management fee shall not apply:

1. If a written request is made, in special conditions the City Administrator of the City of Grimes may grant fee payment and collection variances after determining that granting the variance would be in the City's best interest, will improve efficiency, safety and is practical. Upon the granting of any variance, the City Administrator shall file notice with the City Council giving reason(s) for the variance.
2. The fee established in Subsection 10-7-8 for nonresidential properties recognizes that these types of development are required to provide stormwater detention and water quality treatment onsite. Having such stormwater management, therefore, is not a basis for exemption. However, property owners may qualify for a reduction to their ERL provided they fulfill stormwater management requirements and perform stormwater facility inspections and maintenance as determined by the Stormwater Utility Credit Program.

10-7-11 Stormwater Service Billing:

1. All stormwater management fees shall be due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 9-5-4 of this Code of Ordinances. Water service may be discontinued in accordance with the provisions contained in Section 9-5-5 if the combined service account becomes delinquent, and the provisions contained in Section 9-5-6 relating to lien notices shall also apply in the event of a delinquent account.
2. Stormwater fee billing will begin upon water meter installation.

10-7-12 Annual Review of Rates:

The City has the option to review the stormwater service charges at least yearly and revise the stormwater service charges as necessary to ensure that such charges as herein established and specified generate adequate revenues to pay the costs of maintenance and operation (including replacement and debt service) of a stormwater management system and facilities and that the stormwater service charges continue to provide for the proportional distribution of maintenance and operation costs (including replacement costs and debt service) for a stormwater management system and facilities among the users and user classes. The liability of a stormwater service user to pay for charges as provided in this chapter shall not be contingent, however, upon any such review or revision.

Title 11 Building Regulations

11-1 Stormwater Management and Erosion and Sediment Control

11-1-1 Purpose:

The purpose of this chapter of the Code of Ordinances pertaining to Stormwater Management and Erosion and Sediment Control is to establish rules and regulations governing stormwater runoff and discharges within the City in order to protect the public health, safety and welfare.

11-1-2 Definitions:

For use in this chapter unless the context specifically indicates otherwise, the following terms are defined:

Approval means formal, written consent by the City Council, or authorized representative of the City.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. Common BMPs are described in the *Iowa SUDAS Standards and Specifications for Erosion and Sediment Control* and the recommendations provided on the SUDAS website: www.iowasudas.com. Those BMPs covered by SUDAS are not meant to be a comprehensive list of acceptable BMPs. BMPs must be adapted to the site and can be adopted from other sources.

City means the City of Grimes, Iowa.

City Council means the City Council of Grimes, Iowa.

Construction Activity includes but is not limited to construction activity as defined in 40 C.F.R. part 122.26(b)(14)(x) and small construction activity as defined in 40 C.F.R. part 122.26(b)(15). This includes a disturbance to the land that results in a change to the land that results in a change in the topography, existing soil cover (both vegetative and non-vegetative), or the existing soil topography that may result in accelerated stormwater runoff, leading to soil erosion and movement of sediment into surface waters or drainage systems. Examples of construction activity may include clearing, grading, filling and excavating.

Erosion means the wearing away of land surface by wind or water. Erosion occurs naturally from weather or runoff, but can be intensified by land-clearing practices related to construction.

Excavate or Excavation means any land disturbing activities by which organic matter, earth, sand, gravel, rock, trees, vegetation, or other ground cover is cleared, graded, cut into, dug, quarried, uncovered, removed, displaced, relocated or moved and shall include the conditions resulting therefrom.

Final Stabilization means that either:

- a. All soil disturbing activities at the site have been completed and a uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of at least 70% of the native background vegetative cover as measured by the line transect method for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed;
- b. For construction projects on land used for agricultural purposes (e.g., pipelines across crop or range land) final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to surface waters and drainage systems and areas which are not being returned to their preconstruction agricultural use must meet the final stabilization criteria in (a) above.

National Pollutant Discharge Elimination System (NPDES) is the program for issuing, modifying, revoking, reissuing, terminating, monitoring and enforcing permits under the Clean Water Act (Sections 301, 318, 402, and 405) and United States Code of Federal Regulations Title 33, Sections 1317, 1328, 1342, and 1345.

Owner means the person or party possessing the title of the land on which the construction activities will occur; or if the construction activity is for a lease holder, the party or individual identified as the lease holder; or the contracting government agency responsible for the construction activity.

Permittee means a person or persons, firm or governmental agency or other institution that holds a permit which has not expired nor been revoked.

Sediment Control means methods employed to prevent sediment from leaving the site. Sediment control practices include but are not limited to silt fences, sediment traps, earth dikes, drainage swales, check dams, subsurface drains, pipe slope drains, storm drain inlet protection and temporary or permanent sedimentation basins.

Stormwater means storm water runoff, snow melt runoff and surface runoff and drainage. (NOTE: Agricultural storm water runoff is excluded by Federal Regulation 40 CFR 122.3(e) as amended through June 15, 1992.)

Stormwater Pollution Prevention Plan (SWPPP) is a plan as defined in the Iowa NPDES stormwater general permits.

Surface Water or Waters means all streams, lakes, ponds, marshes, wetlands, reservoirs, springs, rivers, drainage systems, waterways, watercourses and irrigation systems whether natural or artificial, public or private.

Waters of the State means rivers, streams, lakes and any other bodies of surface and subsurface water lying within or forming a part of the boundaries of the State which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or by two or more

persons jointly or as tenants in common. "Waters of the State" includes waters of the United States lying within the State.

(Iowa Code 455B.381 (11))

11-1-3 Findings:

1. The United States Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) permit program (Program) administered by the Iowa Department of Natural Resources (IDNR) requires that cities meeting certain demographic and environmental impact criteria obtain from the IDNR an NPDES permit for the discharge of storm water from a Municipal Separate Storm Sewer System (MS4) (MS4 Permit). The City of Grimes is subject to the Program and is required to obtain, and has obtained, an MS4 Permit; the City's MS4 Permit is on file at the Grimes City Hall and is available for public inspection during regular office hours.
2. The Program requires certain individuals engaged in construction activities (applicant or applicants) to submit an application to the IDNR for a State NPDES General Permit #2. Notwithstanding any provision of this ordinance, every applicant bears final and complete responsibility for compliance with a State NPDES General Permit #2, City Permits and any other requirement of State or Federal law or administrative rule.
3. As a condition of the City's MS4 Permit, the City is obliged to undertake primary responsibility for administration and enforcement of the Program by adopting an erosion and sediment control ordinance designed to achieve the following objectives:
 - a. Any person, firm, sole proprietorship, partnership, corporation, State agency or political subdivision ("applicant") required by law or administrative rule to apply to the IDNR for a State NPDES General Permit #2 shall also be required to obtain from the City an Erosion and Sediment Control (E&SC) Permit in addition to and not in lieu of the State NPDES General Permit #2; and
 - b. The City shall have primary responsibility for inspection, monitoring and enforcement procedures to promote applicants' compliance with State NPDES General Permits #2 and City Permits.
4. No State or Federal funds have been made available to assist the City in administering and enforcing the Program. Accordingly, the City shall fund its application, inspection, monitoring and enforcement responsibilities entirely by fees imposed on the owners of properties which are made subject to the Program by virtue of State and Federal law, and/or other sources of funding established by a separate ordinance.
5. Terms used in this ordinance shall have the meanings specified in the Program.

11-1-4 Application Procedure for Obtaining and Maintaining a City Erosion and Sediment Control (E&SC) Permit:

1. All persons required by law or administrative rule to obtain a State NPDES General Permit #2 from the IDNR are required to obtain a City E&SC Permit.
2. Applications for City E&SC Permits shall be made on forms approved by the City that may be obtained from City Hall. The application shall also include:
 - a. A copy of the SWPPP prepared in accordance with this ordinance.
 - b. In the case of transfer of responsibility of the General Permit #2 for the site or a portion of the site, a signed copy of the agreement between the parties involved.

3. The applicant will be held responsible for one hundred percent (100%) of all City staff and consultant costs including but not limited to application, inspection, monitoring and enforcement responsibilities required to administer and enforce the permit program.
4. Failure of the applicant to pay fees associated with this ordinance within thirty (30) days of billing shall constitute a violation of this ordinance.
5. An applicant in possession of a State NPDES General Permit #2 issued by the IDNR shall immediately submit to the City full copies of the materials described below as a basis for the City to determine whether to issue a City E&SC Permit:
 - a. Applicant's plans, specifications and supporting materials previously submitted to the IDNR in support of applicant's application for the State NPDES General Permit #2;
 - b. Applicant's authorizations issued pursuant to applicant's State NPDES General Permit #2; and
 - c. A Stormwater Pollution Prevention Plan (SWPPP) prepared in accordance with this ordinance.
6. Every SWPPP submitted to the City in support of an application for a City Permit:
 - a. Shall comply with all current minimum mandatory requirements SWPPPS promulgated by the IDNR in connection with issuance of State NPDES General Permit #2; and
 - b. Shall, if the applicant is required by law to file a Joint Application Form, comply with all mandatory minimum requirements pertaining to such application; and
 - c. Shall comply with all other applicable State or Federal permit requirements in existence at the time of the application; and
 - d. Shall be prepared by a licensed professional engineer or landscape architect or a professional in erosion and sediment control or a representative of the local Soil and Water Conservation District, or a person credentialed in a manner acceptable to the City.
7. All construction sites shall be furnished with a stabilized construction site entrance to handle the type and frequency of the traffic entering and exiting the site or make use of some other method designed to prevent off-site tracking. Any soils tracked off site shall be cleaned up by the permittee at the end of each day or before sediments enter public storm sewer or waters of the State. Any soils entering public storm sewer or waters of the State will be in violation of this ordinance.
8. Issuance by the City of a City E&SC Permit shall be a condition precedent for the issuance of a City Building Permit or Site Plan approval. Any land disturbing activities initiated without a City E&SC permit will be in violation of this ordinance.
9. For so long as a construction is subject to a State NPDES General Permit #2 or a City E&SC Permit, the applicant shall provide the City with current information as follows:
 - a. The name, address and telephone number of the person on site designated by the owner who is knowledgeable and experienced in erosion and sediment control and who will oversee compliance with the State NPDES General Permit #2 and the City E&SC Permit;
 - b. The name(s), address(es) and telephone number(s) of the contractor(s) and/or subcontractor(s) that will implement each erosion and sediment control measure identified in the SWPPP.
 - c. Applicant's failure to provide current information shall constitute a violation of this ordinance.
10. Developers can transfer State NPDES General Permit #2 and the City E&SC Permit responsibilities to homebuilders, new lot owners, contractors and subcontractors. Transferees must agree to the transfer in writing, must agree to fulfill all obligations of the State NPDES General Permit #2 and the

City E&SC Permit. Absent such written confirmation of transfer of obligations, the developer remains responsible for compliance on any lot that has been sold.

11. Upon receipt of an application for a City E&SC Permit, the City shall either find that the application complies with this ordinance and issue a City E&SC Permit in accordance with this ordinance, or that the application fails to comply with this ordinance, in which case the City shall provide a bill of particulars identifying non-compliant elements of the application.

11-1-5 Inspection Procedure for City E&SC Permits:

1. All inspections required under this ordinance shall be conducted by a person credentialed in a manner satisfactory to the City, hereinafter referred to as the "enforcement officer."
2. Applicant shall notify the City when all measures required by applicant's SWPPP have been accomplished on-site, whereupon the City may conduct an initial inspection for the purpose of determining compliance with this ordinance, and may within a reasonable time thereafter report to the applicant either that compliance appears to have been achieved, or that compliance has not been achieved, in which case the City shall provide a bill of particulars identifying the conditions of non-compliance. The applicant shall immediately commence corrective action and shall complete such corrective action within forty-eight (48) hours of receiving the City's bill of particulars. For good cause shown, the City may extend the deadline for taking corrective action. Failure to take corrective action in a timely manner shall constitute a violation of this ordinance.
3. Construction shall not occur on the site at any time when the City has identified conditions of non-compliance or a stop work has been issued, in accordance to section 11-1-7.
4. Construction activities undertaken by an applicant prior to resolution of all discrepancies specified in the bill of particulars shall constitute a violation of this ordinance.
5. The City shall not be responsible for the direct or indirect consequences to the applicant or to third-parties for non-compliant conditions undetected by inspection.

11-1-6 Monitoring Procedures for City E&SC Permits:

1. Upon issuance of a City Permit, an applicant has a duty to monitor site conditions and to report to the enforcement officer any illegal offsite discharges.
 - a. Such report shall be made by the applicant to the enforcement officer immediately but in any event within twenty-four (24) hours of the change of circumstances or site conditions.
 - b. Failure to make a timely report shall constitute a violation of this ordinance.
2. Any third party may also report to the City site conditions which the third party reasonably believes pose a risk of stormwater discharge in a manner inconsistent with the State NPDES General Permit #2 and/or City E&SC Permit.
3. Upon receiving a report pursuant to the previous subsection, the enforcement officer may conduct an inspection of the site as soon as reasonably possible and thereafter shall provide the applicant with a bill of particulars identifying the conditions of non-compliance. The applicant shall immediately commence corrective action and shall complete such corrective action within forty-eight (48) hours of receiving the City's bill of particulars. For good cause shown, the City may extend the deadline for completing corrective action. Failure to take corrective action in a timely manner shall constitute a violation of this ordinance, whereupon the enforcement officer shall immediately commence enforcement actions specified in Sections 11-1-7 and 11-1-8 below.

4. Unless a report is made to the enforcement officer pursuant to the previous subsections, the enforcement officer may conduct at least one unannounced inspection during the course of construction to monitor compliance with the State NPDES General Permit #2 and the City E&SC Permit. If the inspection discloses any significant non-compliance, the enforcement officer shall provide the applicant with a bill of particulars identifying the conditions of non-compliance. The applicant shall immediately commence corrective action and shall complete such corrective action within forty-eight (48) hours of receiving the City's bill of particulars. For good cause shown, the City may extend the deadline for completing corrective action. Failure to take corrective action in a timely manner shall constitute a violation of this ordinance, whereupon the enforcement officer shall immediately commence enforcement actions specified in Sections 11-1-7 or 11-1-8 below.
5. The City shall not be responsible for the direct or indirect consequences to the applicant or to third parties for non-compliant conditions undetected by inspection.

11-1-7 Enforcement of Stop Work Order:

1. Whenever the enforcement officer finds any violation of this ordinance, the enforcement officer may issue a stop work order as an alternative to enforcement under Section 11-1-8 below. Such stop work order is subject to the following conditions:
 - a. The stop work order shall be in writing and shall be given to the applicant or the applicant's agent.
 - b. Upon issuance of the stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order.
 - c. The stop work order may be issued for a reasonable period to be determined by the City during which time the applicant will be allowed to correct the identified violations.
 - d. The applicant may reject the order by notifying the City, in writing, within five (5) business days of receipt of the stop work order. Upon receipt of such written rejection, the stop work order shall be deemed null and void and the City may undertake enforcement pursuant to Section 11-1-8 below.
2. If the violations cannot be corrected within the time frame determined by the City, applicant may seek an extension of stop work order for such additional period of time as allowed by the enforcement officer.
3. If the applicant does not reject the stop work order and corrects the identified violations within the designated period, the applicant may immediately commence further activity at the site and no further penalties or orders shall issue against the applicant for the violations identified in the previously issued stop work order. Prior to commencing further activity at the site, the applicant shall establish correction of the violations by providing to the office of the enforcement officer, a written statement, signed under oath, that the violations have been corrected with a description, including photographs when appropriate, of the action taken to correct the violations.
4. If the violations are not corrected within the designated period (with extensions), and no rejection notice has been given to the City pursuant to 1(d) above, the City may commence a legal or administrative action against the applicant as set forth in Section 11-1-8 below.
5. Any person who shall continue any cited work after having been served with a stop work order, except such work as is necessary to correct the cited violations, shall be subject to penalties as stated in this ordinance.

11-1-8 Enforcement by Legal or Administrative Action:

1. Violation of any provision of this ordinance may be enforced by civil action including an action for injunctive relief. In any civil enforcement action, administrative or judicial, the City shall be entitled to recover its attorneys' fees and costs from a person who is determined by a court of competent jurisdiction to have violated this ordinance.
2. Violation of any provision of this ordinance may also be enforced as a municipal infraction within the meaning of Iowa Code §364.22, pursuant to the City's municipal infraction ordinance.
3. Enforcement pursuant to this section shall be undertaken by the enforcement officer upon the advice and consent of the City Attorney.

11-1-9 Appeal:

1. Administrative decisions by City staff and enforcement actions of the enforcement officer may be appealed by the applicant to the City Council pursuant to the following rules:
 - a. The appeal must be filed in writing with the City Clerk within twenty (20) business days of the decision or enforcement action.
 - b. The written appeal shall specify in detail the action appealed from, the errors allegedly made by the enforcement officer giving rise to the appeal, a written summary of all oral and written testimony the applicant intends to introduce at the hearing, including the names and addresses of all witnesses the applicant intends to call, copies of all documents the applicant intends to introduce at the hearing, and the relief requested.
 - c. The enforcement officer shall specify in writing the reasons for the enforcement action, a written summary of all oral and written testimony the enforcement officer intends to introduce at the hearing, including the names and addresses of all witnesses the enforcement officer intends to call, and copies of all documents the enforcement officer intends to introduce at the hearing.
 - d. The City Clerk shall notify the applicant and the enforcement officer by ordinary mail, and shall give public notice in accordance with Chapter 21, Iowa Code, of the date, time and place for the regular or special meeting of the City Council at which the hearing on the appeal shall occur. The hearing shall be scheduled for a date not less than four (4) nor more than twenty (20) days after the filing of the appeal. The rules of evidence and procedure, and the standard of proof to be applied, shall be the same as provided by Chapter 17A, Code of Iowa. The applicant may be represented by counsel at the applicant's expense. The enforcement officer may be represented by the City Attorney or by an attorney designated by the City Council at City expense.
2. The decision of the City Council shall be rendered in writing and may be appealed to the Iowa District Court.

11-2 Post Construction Stormwater Control

11-2-1 Purpose:

The purpose of this ordinance is to adopt as City's standards the guidelines established in the Iowa Stormwater Management Manual (hereinafter collectively City's "stormwater requirements" or "standards") in order to protect and safeguard the general health, safety, and welfare of the public within this jurisdiction. This ordinance seeks to meet that purpose through the following objectives:

- a. Minimize increases in stormwater runoff from development within the City limits and fringe area in order to reduce flooding, siltation, increases in stream temperature, and streambank erosion and maintain the integrity of stream channels;
- b. Minimize increases in nonpoint source pollution caused by stormwater runoff from development which would otherwise degrade local water quality;
- c. Minimize the total annual volume of surface water runoff which flows from any specific development project site after completion to not exceed the pre-development hydrologic regime to the maximum extent practicable; and
- d. Reduce stormwater runoff rates and volumes, soil erosion and nonpoint source pollution, wherever possible, through establishment of appropriate minimum stormwater management standards and BMPs and to ensure that BMPs are properly maintained and pose no threat to public safety.

11-2-2 Definitions:

Terms in this ordinance other than those defined below shall have the meanings set out in the Iowa Stormwater Management Manual.

Applicant means a property owner or agent of a property owner who has filed an application for a stormwater management permit.

Building means any structure, either temporary or permanent, having walls and a roof, designed for the shelter of any person, animal, or property, and occupying more than 100 square feet of area.

City Stormwater Requirements or Standards mean the guidelines provided for in the Iowa Stormwater Management Manual.

Dedication means the deliberate appropriation of property by its owner for general public use.

Developer means a person who undertakes land disturbance activities.

Development means:

- a. Land disturbance activity exceeding one acre (43,560 square feet) on land previously vacant of buildings or largely free of previous land disturbance activity other than traditional agricultural activities.
- b. Land disturbance activity exceeding one acre (43,560 square feet) in areas where existing land use is high density commercial, industrial, institutional or multi-family residential (a.k.a. "redevelopment").

Drainage Easement means a legal right granted by a landowner to a grantee allowing the use of private land for stormwater management purposes.

Enforcement Officer means that person or persons designated by the City having responsibility for administration and enforcement of this ordinance.

Iowa Stormwater Management Manual means the manual collaboratively developed by the Iowa Department of Natural Resources (IDNR) and the Center for Transportation Research and Education (CTRE) at Iowa State University that contains the sizing criteria, design and specification guidelines and BMPs that address stormwater quality and quantity management.

Issuance of a Permit means the procedure for approval or issuance of a grading permit, site plan, or construction plans.

Land Disturbance Activity means any activity which changes the volume or peak flow discharge rate of rainfall runoff from the land surface. This may include the grading, digging, cutting, scraping, or excavating of soil, placement of fill materials, paving, construction, substantial removal of vegetation, or any activity which bares soil or rock or involves the diversion or piping of any natural or man-made watercourse.

Landowner means the legal or beneficial owner of land, including those holding the right to purchase or lease the land, or any other person holding proprietary rights in the land.

Maintenance Agreement means a legally recorded document that acts as a property deed restriction, and which provides for long-term maintenance of storm water BMPs.

Stormwater Management means the use of BMPs that are designed in accordance with City stormwater requirements to reduce storm water runoff pollutant loads, discharge volumes, peak flow discharge rates and detrimental changes in stream temperature that affect water quality and habitat.

Stormwater Pollution Prevention Plan (SWPPP) means a plan that is designed to minimize the accelerated erosion and sediment runoff at a site during construction activities and include provisions for additional pollution prevention.

11-2-3 Findings of Fact:

1. The U.S. EPA's National Pollutant Discharge Elimination System (NPDES) permit program (Program) administered by the Iowa Department of Natural Resources (IDNR) requires that cities meeting certain demographic and environmental impact criteria obtain from the IDNR an NPDES permit for the discharge of storm water from a Municipal Separate Storm Sewer System (MS4) (MS4 Permit). The City of Grimes is subject to the Program and is required to obtain, and has obtained, an MS4 Permit; the City's MS4 Permit is on file at the office of the City Clerk and is available for public inspection during regular office hours.
2. As a condition of the City's MS4 Permit, the City is obliged to adopt and enforce a Post-Construction Stormwater Control ordinance.
3. No State or Federal funds have been made available to assist the City in administering and enforcing the Program. Accordingly, the City shall fund its operations under this ordinance entirely by charges imposed on the owners or developers of properties which are made subject to the Program by virtue of State and Federal law, and/or other sources of funding established by a separate ordinance.
4. Land development and associated increases in impervious cover alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, stream channel erosion, and sediment transport and deposition; this stormwater runoff contributes to increased quantities of water-borne pollutants, and stormwater runoff, soil erosion and nonpoint source pollution can be controlled and minimized through the regulation of stormwater runoff from development sites.
5. Therefore, the City establishes this set of City stormwater standards applicable to all surface waters to provide reasonable guidance for the regulation of stormwater runoff for the purpose of protecting local water resources from degradation. It is determined that the regulation of stormwater runoff discharges from land development and other construction activities in order to control and minimize increases in stormwater runoff rates and volumes, soil erosion, stream channel erosion, and nonpoint source pollution

associated with stormwater runoff, is in the public interest and will prevent threats to public health and safety.

6. The determination of appropriate minimum stormwater management standards (standards) and the development of effective best management practices (BMPs) to achieve those standards requires technical expertise that may not always be readily available within City's own staff. Moreover, it is important that such standards and BMPs be reasonably consistent across the State so that property owners and developers are not confronted with myriad variations depending upon the location of development. The "Iowa Stormwater Management Manual" published collaboratively by the Iowa Department of Natural Resources and The Center for Transportation Research and Education at Iowa State University establishes guidelines consisting of unified sizing criteria, stormwater management designs and specifications and BMPs. City hereby finds and declares that the guidelines provided for in the Iowa Stormwater Management Manual, and in future editions thereof, should be and are hereby adopted as the stormwater management standards of City. Any BMP installation that complies with the provisions of the Iowa Stormwater Management Manual, or future editions thereof, at the time of installation shall be deemed to have been installed in accordance with this ordinance.

11-2-4 Applicability:

1. This ordinance shall be applicable to all subdivision or site plan applications meeting the minimum square foot applicability criteria of 11-2-4 (2), unless eligible for an exemption or granted a waiver by City under Section 11-2-7 of this ordinance. The ordinance also applies to land disturbance activities that are smaller than the minimum square foot applicability criteria specified in 11-2-4 (2) if such activities are part of a larger common plan of development that meets the minimum square foot applicability criteria of 11-2-4 (2), even though multiple separate and distinct land development activities may take place at different times on different schedules. In addition, all plans must also be reviewed by the enforcement officer to ensure that established water quality standards will be maintained during and after development of the site and that post construction runoff levels are consistent with any local and regional watershed plans.
2. City stormwater requirements must be met for development to be approved. City stormwater requirements apply to any development disturbing 43,560 or more square feet of land. The following activities are exempt from this ordinance:
 - a. Any logging and agricultural activity which is consistent with an approved soil conservation plan or a timber management plan prepared or approved by the (appropriate agency), as applicable.
 - b. Additions or modifications to existing single family structures.
 - c. Developments that do not disturb more than 43,560 square feet of land provided they are not part of a larger common development plan.
 - d. Repairs to any stormwater BMPs deemed necessary by City.
3. When a site development plan is submitted that qualifies as a development as defined in Section 11-2-2 of this ordinance, decisions on permitting and appropriate on-site BMPs shall be made in accordance with the Iowa Stormwater Management Manual. Final

authorization of all development and redevelopment projects will be determined after a review by City.

11-2-5 Compatibility with Other Permit and Ordinance Requirements:

1. It is intended that this ordinance be construed to be consistent with previously adopted City Code of Ordinances Chapter 11-2, "Stormwater Management and Erosion and Sediment Control, and Chapter 9-11, "Illicit Discharge and Connection."
2. The requirements of this ordinance should be considered minimum requirements, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

11-2-6 Permit Procedures and Requirements:

1. Permit Required. No land owner or developer shall receive an Erosion & Sediment Control Permit or a Building Permit without first meeting the requirements of this ordinance prior to commencing the proposed activity.
2. Application Requirements
 - a. Unless specifically exempted by this ordinance, any land owner or developer desiring a permit for a land disturbance activity shall submit to City a permit application on a form provided for that purpose.
 - b. Unless otherwise exempted by this ordinance, a permit application must be accompanied by the following in order that the permit application be considered:
 - i. One (1) paper copy and one (1) electronic copy (.pdf) of the stormwater management concept plan;
 - ii. One (1) paper copy and one (1) electronic copy (.pdf) of the maintenance agreement; and
 - c. The stormwater management concept plan and maintenance agreement shall be prepared to meet the requirements of Section 11-2-9 of this ordinance, and fees shall be those established by the City by separate ordinance as per Chapter 11-1 of the Grimes City Code.
3. Application Review Fees shall be those set forth in Chapter 11-1 of the Grimes City Code.
4. Application Procedure
 - a. Applications for land disturbance activity permits must be filed for review with City of Grimes on any regular business day.
 - b. Permit applications shall include the documents defined in 11-2-6 (2.b)
 - c. Within 14 business days of the receipt of a complete permit application, including all documents as required by this ordinance, City shall inform the applicant whether the application, plan and maintenance agreement are approved or disapproved.
 - d. If the permit application, stormwater management concept plan or maintenance agreement are disapproved, the applicant may revise the stormwater management concept plan or agreement. If additional information is submitted,

City shall have 14 business days from the date the additional information is received to inform the applicant that the stormwater management concept plan and maintenance agreement are either approved or disapproved.

- e. If the permit application, stormwater management final plan and maintenance agreement are approved by City, all appropriate land disturbance activity permits shall be issued.
5. Permit Duration. Permits issued under this section shall be valid from the date of issuance through the date City notifies the permit holder that all stormwater BMPs have passed the final inspection required under permit conditions.

11-2-7 Waivers:

- 1. Every applicant shall provide for stormwater management as required by this ordinance, unless a written request to the City for a partial waiver of BMPs is granted pursuant to paragraph 11-2-7 (2) hereof, or unless a written request to the City for a general waiver of BMPs is granted pursuant to paragraph 11-12-7(3) hereof.
- 2. Partial Waivers:
 - a. A partial waiver of BMPs required by this ordinance may be granted provided that at least one of the following threshold conditions is established by applicant based on authoritative written evidence satisfactory to City; if none of the following threshold conditions can be established, the application must be denied:
 - i. The proposed development is not likely to impair attainment of the objectives of this ordinance.
 - ii. Alternative minimum requirements for on-site management of stormwater have been established in a stormwater management final plan that has been approved by City and fully implemented.
 - iii. Provisions are made to manage stormwater by an off-site facility. The off-site facility is required to be in place, to be designed and adequately sized to provide a level of stormwater control that is equal to or greater than that which would be afforded by on-site practices and there is, in City's sole judgment, a responsible entity legally obligated to monitor the performance of and maintain the efficiency of stormwater BMPs in accordance with a written and recorded maintenance agreement.
 - b. If the applicant fails to establish at least one of the threshold conditions for granting a partial waiver specified in paragraph 11-2-7 (2.a) hereof, the application must be denied. However, if the applicant successfully establishes at least one of the threshold conditions for granting a partial waiver specified in paragraph 11-2-7 (2.a) hereof, the applicant must further establish by authoritative written evidence satisfactory to City that the partial waiver will not result in any one or more of the following impacts to downstream waterways; if a partial waiver would result in any one or more of the following impacts to downstream waterways, the application must be denied:
 - i. Deterioration of existing culverts, bridges, dams, and other structures; or
 - ii. Degradation of biological functions or habitat; or

- iii. Accelerated streambank or streambed erosion or siltation; or
- iv. Increased threat of flood damage to public health, life, property.

3. General Waivers:

- a. If City finds that a general waiver is appropriate because implementation of no on-site stormwater BMPs is feasible due to the natural or existing physical characteristics of a site, or that none of the conditions specified in 11-2-7 (2.a) above can be established to a certainty, or that any one or more of the impacts to downstream waterways specified in 11-2-7 (2.b) above cannot be entirely averted, the applicant shall execute a binding written agreement to accomplish one or more of the following mitigation measures selected by the City of Grimes:
 - i. The purchase and donation of privately owned lands, or the grant of an easement to be dedicated for preservation and/or reconstruction of native ecosystems of lands strategically located in the watershed consistent with the purposes of this ordinance, of a sufficient quantity to enable the City or others to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver.
 - ii. The creation of one or more stormwater BMPs on previously developed properties, public or private, that currently lack stormwater BMPs, having a capacity to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver.
 - iii. Monetary contributions to fund stormwater management activities such as research and studies (e.g., regional wetland delineation studies, stream monitoring studies for water quality and macroinvertebrates, stream flow monitoring, threatened and endangered species studies, hydrologic studies, monitoring of stormwater BMPs, and stream corridor stabilization practices). The monetary contribution required shall be in accordance with a fee schedule (unless the developer and the stormwater authority agree on a greater alternate contribution) established by the City of Grimes based on the estimated cost savings to the developer resulting from the waiver and the estimated future costs to the City of Grimes to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City of Grimes stormwater requirements as a consequence of the waiver. All of the monetary contributions shall be credited to an appropriate capital improvements program project, and shall be made by the developer prior to the issuance of any building permit for the development.
 - iv. Dedication of land or granting of an easement by the applicant of a value equivalent to the cost to the City of Grimes of the construction of an off-site stormwater management facility sufficient to achieve City of Grimes stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual

stormwater that will not achieve City stormwater requirements as a consequence of the waiver. The agreement shall be entered into by the applicant and City prior to the recording of plats or, if no record plat is required, prior to the issuance of the building permit.

11-2-8 Stormwater Standards:

Unless granted a waiver by City, applicants shall meet the stormwater management standards established in this ordinance.

11-2-9 Requirements for Approval of Stormwater Managements Concept Plan and Stormwater Management Final Plan:

1. Stormwater Management Concept Plan: No application for development will be accepted unless it includes a stormwater management concept plan detailing in concept how runoff and associated water quality impacts resulting from the development will be controlled or managed.
 - a. The stormwater management concept plan shall:
 - i. Be prepared by a licensed professional engineer (PE)
 - ii. Indicate whether stormwater will be managed on-site or off-site and, if on-site, the general location and type of BMPs, with clear citations to the Iowa Stormwater Management Manual; and
 - b. The stormwater management concept plan shall include sufficient information (e.g., maps, hydrologic calculations, etc) to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the stormwater BMPs proposed for managing stormwater generated at the project site. The intent of this conceptual planning process is to determine the type of stormwater BMPs necessary for the proposed project, and ensure adequate planning for management of stormwater runoff from future development. To accomplish this goal the following information shall also be included in the stormwater management concept plan:
 - i. A map (or maps) indicating the location of existing and proposed buildings, roads, parking areas, utilities, structural stormwater management and sediment and erosion BMPs. The map(s) will also clearly show proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; locations of utilities, roads and easements; the limits of clearing and grading. A written description of the site plan and justification of proposed changes in natural conditions may also be required.
 - ii. Sufficient engineering analysis to show that the proposed BMPs are capable of achieving City stormwater requirements for the site in compliance with this ordinance.
 - iii. A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project and a description of the watershed and its relation to the project site. This description should include a discussion of soil conditions, forest

cover, topography, wetlands, and other native vegetative areas on the site. Particular attention should be paid to environmentally sensitive BMPs that provide particular opportunities or constraints for development.

- iv. A written description of the required maintenance burden for any proposed BMPs.
 - v. City may also require a concept plan to consider the maximum development potential of a site under existing zoning, regardless of whether the applicant presently intends to develop the site to its maximum potential.
 - vi. For development occurring on a previously developed site, an applicant shall be required to include within the stormwater management concept plan BMPs for controlling existing stormwater runoff discharges from the site in accordance with this Ordinance to the maximum extent practicable or request a waiver as per Section 11-2-7.
 - c. The stormwater management concept plan shall be referred for comment to all other interested agencies, and any comments must be addressed in a stormwater management final plan.
 - d. No building, grading, or sediment control permit shall be issued until a satisfactory stormwater management final plan, or a waiver thereof, shall have undergone a review and been approved by City after determining that the plan or waiver is consistent with the requirements of this ordinance.
2. Stormwater Management Final Plan Requirements: After review of the stormwater management concept plan, and modifications to that plan as deemed necessary by City, a stormwater management final plan must be submitted to the City for approval.
- a. The stormwater management final plan, in addition to the information included in the stormwater management concept plan, shall:
 - i. Be prepared by a licensed professional engineer (PE); and
 - ii. Indicate whether stormwater will be managed on-site or off-site and the general location and type of practices, with clear citations to the Iowa Stormwater Management Manual; and
 - iii. Include a signed and dated certification under penalty of perjury by the preparer of the stormwater management concept plan that it complies with all requirements of this ordinance and the Iowa Stormwater Management Manual, meets the submittal requirements outlined in the Iowa Stormwater Management Manual, is designed to achieve City stormwater requirements, and that City is entitled to rely upon the certification as due diligence on the part of City.
 - b. The stormwater management final plan shall also include:
 - i. A detailed summary of how and why the stormwater management final plan differs, if at all, from the stormwater management concept plan previously submitted.

- ii. Contact Information, including but not limited to the name, address, and telephone number of all persons having a legal interest in the property and the tax reference number and parcel number of the property or properties affected.
- iii. Topographic Base Map, consisting of a 1" = 200' topographic base map of the site which extends a minimum of 300 feet beyond the limits of the proposed development and indicates existing surface water drainage including streams, ponds, culverts, ditches, and wetlands; current land use including all existing structures; locations of utilities, roads, and easements; and significant natural and manmade features not otherwise shown.
- iv. Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in the Iowa Stormwater Management Manual. Such calculations shall include (i) description of the design storm frequency, intensity and duration, (ii) time of concentration, (iii) Soil Curve Numbers or runoff coefficients, (iv) peak runoff rates and total runoff volumes for each watershed area, (v) infiltration rates, where applicable, (vi) culvert capacities, (vii) flow velocities, (viii) pond routing, (ix) data on the increase in rate and volume of runoff for the design storms referenced in the Iowa Stormwater Management Manual, and (x) documentation of sources for all computation methods and field test results.
- v. If a stormwater BMP depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles. The number and location of required soil borings or soil sites shall be determined based on what is needed to determine the suitability and distribution of soil types present at the location of the BMP.
- vi. A Maintenance and Repair Plan for all stormwater BMPs including detailed maintenance and repair procedures to ensure their continued efficient function. These plans will identify the parts or components of a stormwater BMP that need to be maintained and the equipment and skills or training necessary. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.
- vii. A detailed Landscaping plan for management of vegetation at the site after construction is finished, including who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved.
- viii. Proposed Maintenance Easement Agreement as per Section 11-2-11 (2) of this ordinance.
- ix. Proposed Maintenance Agreement binding on all subsequent owners of land served by stormwater BMPs to ensure maintenance and repair in accordance with the specifications of this ordinance.

- x. Proposed Maintenance Covenant as per Section 11-2-11 (3) of this ordinance.
- xi. Copies of all existing SWPPPs (as required by the City's COSESCO ordinance) current as of the date of submission of the stormwater management final plan for all construction activities related to implementing any on-site stormwater BMPs.
- xii. Proof that the applicant has acquired all other applicable environmental permits for the site, or that no other such permits are required, prior to submission of the stormwater management final plan to the City.

3. Performance Bond/Security

- a. City shall require the submittal of an installation performance security or bond prior to issuance of a permit in order to ensure that the stormwater BMPs are installed by the permit holder as required by the approved stormwater management final plan.
- b. The amount of the installation performance security or bond shall be the total estimated construction cost of the stormwater BMPs approved under the permit, plus 25%. The installation performance security or bond shall contain forfeiture provisions for failure to complete work specified in the stormwater management final plan.
- c. The installation performance security or bond shall be released in full only upon submission of "as built plans" of all stormwater BMPs specified in the stormwater management final plan and written certification by a professional engineer that the stormwater BMPs have been installed in accordance with the approved stormwater management final plan and other applicable provisions of this ordinance. City will make a final inspection of stormwater BMPs to ensure compliance with the approved stormwater management final plan and the provisions of this ordinance. Provisions for a partial pro-rata release of the installation performance security or bond based on the completion of various development stages can be made at the discretion of City.

4. Maintenance Performance Security or Bond

- a. City shall also require the submittal of a maintenance performance security or bond prior to issuance of a permit in order to ensure that the stormwater BMPs are maintained in an effective state for a minimum of 4 years.
- b. This maintenance performance security or bond may be released by the City upon a showing satisfactory to the City that:
 - i. The permit holder has assigned to another bona fide financially responsible legal entity, such as a home-owners' or similar organization organized under Iowa law, responsibility for maintenance of the stormwater BMPs in an effective state for the balance of the 4-year period after assignment; and
 - ii. Said assignee-legal-entity has fully accepted such responsibility in a written document that qualifies for recording and has been recorded in the County Recorder's office under Iowa law; and

- iii. Said assignee-legal-entity posts a substitute maintenance performance security or bond subject to release at the end of the initial 4-year period upon a further showing by the assignee-legal-entity that the stormwater BMPs are, in City's sole judgment, still reasonably effective.

11-2-10 Construction Inspection:

1. Notice of Construction Commencement: The applicant must notify City in advance before the commencement of construction. Regular inspections of construction of the stormwater BMPs shall be conducted by City of Grimes or City's designated representative. All inspections shall be documented and written reports prepared that contain the following information:
 - a. The date and location of the inspection; and
 - b. Whether construction is in compliance with the approved stormwater management concept plan; and
 - c. Variations, if any, from the approved stormwater management concept plan.
2. If any violations are found, the applicant shall be notified in writing of the nature of the violation and the required corrective actions. No added work shall proceed until any violations are corrected and all work previously completed has received approval by City.
3. After construction is completed, applicants are required to submit actual "as built" drawings satisfactory to City for any stormwater BMPs located on-site. The drawings must show the final design specifications for all stormwater BMPs and must be certified by a professional engineer. A final inspection by City is required before the release of any performance securities can occur.
 - a. As-built drawings shall consist of the following:
 - i. Dimensions;
 - ii. Elevations; and
 - iii. Certification that the approved facilities were installed and working properly.
4. Landscaping and Stabilization Requirements
 - a. Landscaping and stabilization shall be accomplished to prevent violation of City stormwater requirements or impairment of BMPs.
 - b. In addition to the above requirements, a landscaping plan must be submitted with the final as-built drawings describing the vegetative stabilization and management techniques to be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved.

11-2-11 Maintenance and Repair of Stormwater BMP's:

1. The applicant or owner of every site, or an assignee qualified pursuant to Section 11-2-10, shall be responsible for maintaining as-built stormwater BMPs in an effective state as determined in the sole judgment of City for 4 years from and after completion of construction.

2. Maintenance and Repair Easement: Prior to the issuance of any permit for development involving any stormwater BMP, the applicant or owner of the site must execute a maintenance and repair easement agreement that shall be binding on all subsequent owners of land served by the stormwater BMP. The agreement shall provide for access to the BMP and the land it serves at reasonable times for periodic inspection by City or City's designee and for regular or special assessments of property owners to ensure that the BMP is maintained in proper working condition to meet City stormwater requirements. The easement agreement shall be recorded by City at the expense of the permit holder or property owners.
3. Maintenance Covenants:
 - a. Maintenance of all stormwater BMPs shall be ensured through the creation of a formal maintenance covenant that must be approved by City and recorded prior to the stormwater management final plan approval. As part of the covenant, a schedule shall be developed for when and how often maintenance will occur to ensure proper function of the stormwater BMPs. The covenant shall also include plans for periodic inspections to ensure proper performance of the BMPs between scheduled cleanouts.
 - b. City, in lieu of a maintenance covenant, may but is not required to accept dedication of any existing or future stormwater BMP to include City responsibility for maintenance and repair, provided that the maintenance and repair of such element will not impose an undue burden on other City taxpayers who enjoy little if any benefit from the BMP, the BMP meets all the requirements of this chapter, and the dedication includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance.
4. Requirements for Maintenance Covenants: All stormwater BMPs must undergo, at the minimum, an annual inspection to document maintenance and repair needs and ensure compliance with the requirements of this ordinance and accomplishment of its purposes. These needs may include but are not limited to removal of silt, litter and other debris from all catch basins, inlets and drainage pipes, grass cutting and vegetation removal, and necessary replacement of landscape vegetation. Any maintenance or repair needs detected must be corrected by the developer or entity responsible under a written maintenance agreement under Section 11-2-9 in a timely manner, as determined by City, and the inspection and maintenance requirement may be increased as deemed necessary to ensure proper functioning of the stormwater BMPs.
5. Inspection of Stormwater BMPs: Inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of State or Federal water or sediment quality standards or the NPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater BMPs, and evaluating the condition of stormwater BMPs.

6. Right-of-Entry for Inspection: When any new stormwater BMP is installed on private property, or when any new connection is made between private property and a public stormwater management facility, sanitary sewer or combined sewer, the property owner shall grant to City the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when City has a reasonable basis to believe that a violation of this ordinance is occurring or has occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this ordinance.
7. Records of Installation and Maintenance and Repair Activities: Parties responsible for the operation and maintenance of stormwater BMPs shall make records of the installation and of all maintenance and repairs, and shall retain the records for at least 3 years. These records shall be made available to City during inspection of the facility and at other reasonable times upon request.
8. Failure to Maintain Stormwater BMPs: If a responsible party fails or refuses to meet the requirements of the maintenance covenant or any provision of this ordinance, City, after reasonable notice, may correct a violation by performing all necessary work to place the BMP in proper working condition. In the event that the stormwater BMP becomes a danger to public safety or public health, City shall notify the party responsible for maintenance of the stormwater BMP in writing. Upon receipt of that notice, the responsible person shall have thirty (30) days to effect maintenance and repair of the stormwater BMP in an approved manner. After proper notice, City may assess, jointly and severally, the owner(s) of the stormwater BMP or the property owners or the parties responsible for maintenance under any applicable written agreement for the cost of repair work and any penalties; and the cost of the work shall be a lien on the property, or prorated against the beneficial users of the property, and may be placed on the tax bill and collected as ordinary taxes.

11-2-12 Enforcement by Legal or Administrative Action:

1. Violation of any provision of this ordinance may be enforced by civil action including an action for injunctive relief. In any civil enforcement action, administrative or judicial, the City shall be entitled to recover its attorneys' fees and costs from a person who is determined by a court of competent jurisdiction to have violated this ordinance.
2. Violation of any provision of this ordinance may also be enforced as a municipal infraction within the meaning of Iowa Code §364.22, pursuant to the City's municipal infraction ordinance.
3. Enforcement pursuant to this section shall be undertaken by City upon the advice and consent of the City Attorney or other counsel employed by City.
4. Restoration of Lands: Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, City may take necessary corrective action, the cost of which shall become a lien upon the property until paid.
5. Holds on Occupation Permits: Occupancy permits shall not be granted until all stormwater BMPs have been inspected and approved by City.

11-2-13 Appeal:

1. Administrative decisions by City staff and enforcement actions may be appealed by the developer or property owner to the City Council pursuant to the following rules:
 - a. The appeal must be filed in writing with the City Clerk within twenty (20) business days of the decision or enforcement action.
 - b. The written appeal shall specify in detail the action appealed from, the errors allegedly made by the enforcement officer giving rise to the appeal, a written summary of all oral and written testimony the applicant intends to introduce at the hearing, including the names and addresses of all witnesses the applicant intends to call, copies of all documents the applicant intends to introduce at the hearing, and the relief requested.
 - c. The enforcement officer shall specify in writing the reasons for the enforcement action, a written summary of all oral and written testimony the enforcement officer intends to introduce at the hearing, including the names and addresses of all witnesses the enforcement officer intends to call, and copies of all documents the enforcement officer intends to introduce at the hearing.
 - d. The City Clerk shall notify the applicant and the enforcement officer by ordinary mail, and shall give public notice in accordance with Chapter 21, Iowa Code, of the date, time and place for the regular or special meeting of the City Council at which the hearing on the appeal shall occur. The hearing shall be scheduled for a date not less than four (4) nor more than twenty (20) days after the filing of the appeal. The rules of evidence and procedure, and the standard of proof to be applied, shall be the same as provided by Chapter 17A, Code of Iowa. The applicant may be represented by counsel at the applicant's expense. The enforcement officer may be represented by the City Attorney or by an attorney designated by the City Council at City expense.
2. The decision of the City Council shall be rendered in writing and may be appealed to the Iowa District Court.

11-3 Property Maintenance Code

11-3-1 Adoption of 2018 International Property Maintenance Code:

Pursuant to published notice and public hearing as required by law, the 2018 International Property Maintenance Code is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2018 International Property Maintenance Code is on file in the office of the Clerk.

11-3-2 Amendments, Modifications and Deletions:

The following deletions, modifications and amendments are made to the International Property Maintenance Code, 2018 Edition, herein after referred to as the IPMC.

1. Section 101, Title; insert City of Grimes, Iowa as name of jurisdiction.
2. Section 102 of IPMC, "Applicability, Sub-section 102.1 General," by inserting the following after the first paragraph:

Partial Invalidity: In the event that any part or provision of this code is held to be illegal or void, this shall not cause any other part or provision of this code to be illegal or void.

3. Amend Section 102.3 by deleting "International Zoning Code" and inserting "applicable codes that are adopted by the City of Grimes".
4. Amend Section 102 Applicability by adding the following subsection thereto:

Section 102.11 Permits required. No or structures regulated by this code shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a separate permit for each building or structure has been obtained from the Building Official in the manner and according to the applicable conditions prescribed in the Building Codes.

5. Section 103.1, General is amended by deleting "the department of property maintenance inspection" and inserting "Building Department," and by replacing "code official" with "Building Official". Throughout this code wherever these words appear this is how they shall be interpreted.
6. Amend Section 104.2, Inspections of the IPMC, by inserting the following after the first paragraph:

Personnel currently employed by the City of Grimes and actively working in the Building Department as a Building Inspector, Building Official, or working in the Fire Department as a Fire Fighter, Fire Marshall or Fire Chief or any similar position as determined by the City, are hereby deemed as qualified, certified, licensed or otherwise authorized to perform electrical, mechanical, plumbing, fire, building, rental housing and property maintenance inspections and to perform any similar duties necessary to enable compliance with the adopted code provisions of the City, and to fulfill the duties and responsibilities specifically listed in the job descriptions of said personnel.

7. Delete Chapter 113 Board of Appeals - Replace with:

City Ordinance Chapter 3-6 Board of Appeals Board

Add: 111.1 Application for appeal.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 10 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

8. Section 202 general Definitions shall be amended by adding the following subparagraphs thereto:

"Apartment House" is any building or portions thereof that contains three or more Rental Dwelling Units, and for the purpose of this code, includes Residential Condominiums and Townhomes.

"Rental Dwelling Unit(s)" is any building or portion thereof that contain living facilities, including provisions for sleeping, eating, cooking and sanitation as required by this code and rented for monetary compensation.

"Congregate Residence" is any building or portion thereof that contain facilities for living, sleeping and sanitation, as required by this code, and may include facilities for eating and cooking, for

occupancy by other than a family. A congregate residence may be a shelter, covenant, monastery, dormitory, fraternity or sorority house, but does not include jails, hospitals, nursing homes or lodging houses.

9. Section 302.4 Weeds is amended by deleting and inserting "12 inches".
10. Section 303.2 Enclosures is amended by inserting the following sentence to the exception: "This is at the discretion of the Building Official".
11. Section 304.12 Amend Handrails and Guardrails by adding the following sentence thereto:

"Handrails and guard rails shall meet the requirement of the International Building or Residential Code enforced at the time of inspection. Exception: For buildings constructed prior to adoption of this Chapter, handrails/guardrails, which are structurally sound and provide the same height and opening protection as was required by the building code when the structure was originally constructed."
12. Section 307.1 General is amended by deleting the paragraph and exception and inserting the following paragraph thereto:

"Handrails and guardrails shall meet the requirement of the International Building or Residential Code enforced at the time of inspection. Exception: For buildings constructed prior to adoption of this Chapter, handrails/guardrails, which are structurally sound and provide the same height and opening protection as was required by the building code when the structure was originally constructed."
13. Section 602.3 Heat Supply and 602.4 Occupied Work Spaces shall be amended by inserting September 1st through May 30th for the [DATE] to [DATE] in each section.
14. Section 604.2 Service shall be amended by adding the following sentence thereto:

"Single Family, Duplex and Row Townhomes shall have a minimum of 100 amperes."
15. Section 604.2 Service is amended by inserting the following subparagraph thereto:

"Exception: For buildings constructed prior to the adoption of this Chapter, services that are below 100 Amps but no less than 60 Amps, and in good, safe and operational order as required by the building code when the structure was originally constructed."
16. Section 605.2 Receptacles is amended by inserting the following subparagraph thereto:

"All general purpose outlets requiring GFCI protection as required by the National Electric Code enforced at the time of inspection shall be in place."

11-3-3 Enforcement:

The Building Official, Fire Chief and/or their designated representative are hereby authorized and directed to enforce all the provisions of this chapter. For such purposes, the Building Official, Fire Chief and/or their designated representative shall have the power to render interpretations of this chapter and to adopt and enforce rules and supplemental regulations to clarify the applications of its provisions.

1. Inspections shall not be conducted with a minor as the sole representative of the owner(s)/agent. Inspections shall not be conducted against the will of the tenant without the

building owner(s)/agent being present. Inspections shall not be conducted without prior notice to the tenant, as required by Iowa Law.

2. When receiving or responding to complaints from rental property tenants, the city will typically intervene only if the tenant has presented their concerns in writing to the owner(s)/agent with a ten (10) day notice to respond, and the owner(s)/agent has failed to respond. Exception: Life/Fire safety issues such as smoke detectors, blocked exits, exposed wiring or similar.

11-3-4 Right of Entry:

When it is necessary to make an inspection to enforce the provisions of this code, or when the Building Official has reasonable cause to believe that there exists in a building or upon a premises a condition that is contrary to or in violation to this code that makes the building or premises unsafe, dangerous or hazardous, the Building Official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premise be unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

11-3-5 Occupancy Violations:

Whenever any building or structure or equipment therein regulated by this Code is being used contrary to the provisions of or does not meet the requirements of the Grimes Code of Ordinances, the Building Official may order repairs to remedy said infraction or may order such use discontinued and the structure, or the portion thereof, vacated by notice served on any person causing such use to be continued. Such person shall discontinue the use or remedy the infraction within a time prescribed by the Building Official after receipt of such notice to make the structure, or portion thereof comply with the requirements of this Code. If the property is a rental unit or structure the Building Official shall have the power to start eviction proceedings.

11-3-6 Evictions:

Tenants can and shall be evicted from the premises by the Building Official after proper notice of violations. Shall it become necessary for the Building Official to proceed with eviction procedures, all legal and actual cost associated with the action shall be paid in full by the owners, agents or others prior to any tenant being allowed to reoccupy the structure. If the owners, agents or others fail to pay all cost after the 3rd notice the City of Grimes shall have the right to apply a lien on said property all cost associated with the action.

11-3-7 Government Exempt:

The provisions of this Chapter shall not apply to the United States of America and the State of Iowa or any of their agencies.

11-3-8 Violations:

An owner's failure to comply with the provisions of section 11-3-4 or section 11-3-5 constitutes a municipal infraction of the City of Grimes Ordinance. A municipal infraction shall subject the owner to a civil penalty as set forth in Grimes Code of Ordinances Chapter 1-3.

11-4 Dangerous Buildings

11-4-1 Enforcement Officer:

The Building Inspector is responsible for the enforcement of this chapter.

11-4-2 General Definition of Unsafe:

All buildings or structures which are structurally unsafe or not provided with adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health, or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, are, for the purpose of this chapter, unsafe buildings. All such unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedure specified in this chapter.

(Code of Iowa, Sec. 364.12[3a])

11-4-3 Unsafe Building:

"Unsafe building" means any structure or mobile home meeting any or all of the following criteria:

1. Various Inadequacies. Whenever the building or structure, or any portion thereof, because of (a) dilapidation, deterioration, or decay; (b) faulty construction; (c) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (d) the deterioration, decay or inadequacy of its foundation; or (e) any other cause, is likely to partially or completely collapse.
2. Manifestly Unsafe. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.
3. Inadequate Maintenance. Whenever a building or structure, used or intended to be used for dwelling purposes, because of dilapidation, decay, damage, faulty construction, or otherwise, is determined by any health officer to be unsanitary, unfit for human habitation or in such condition that it is likely to cause sickness or disease.
4. Fire Hazard. Whenever any building or structure, because of dilapidated condition, deterioration, damage, or other cause, is determined by the Fire Marshal or Fire Chief to be a fire hazard.
5. Abandoned. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six (6) months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

11-4-4 Notice to Owner:

The Enforcement Officer shall examine or cause to be examined every building or structure or portion thereof reported as dangerous or damaged and, if such is found to be an unsafe building as defined by this chapter, the Enforcement Officer shall give to the owner of such building or structure written notice stating the defects thereof. This notice may require the owner or person in charge of the building or premises, within forty-eight (48) hours or such reasonable time as the circumstances require, to commence either the required repairs or improvements or demolition and removal of the building or

structure or portions thereof, and all such work shall be completed within ninety (90) days from date of notice, unless otherwise stipulated by the enforcement officer. If necessary, such notice shall also require that building, structure, or portion thereof to be vacated forthwith and not reoccupied until the required repairs and improvements are completed, inspected and approved by the enforcement officer.

1. Notice Served. Such notice shall be served by sending by certified mail to owner of record, according to Section 364.12[3h] of the Code of Iowa, if the owner is found within the City limits. If the owner is not found within the City limits such service may be made upon the owner by registered mail or certified mail. The designated period within which said owner or person in charge is required to comply with the order of the enforcement officer shall begin as of the date the owner receives such notice.
2. Hearing. Such notice shall also advise the owner that he or she may request a hearing before the Council on the notice by filing a written request for hearing within the time provided in the notice.

11-4-5 Conduct of Hearing:

If requested, the Council shall conduct a hearing in accordance with the following:

1. Notice. The owner shall be served with written notice specifying the date, time and place of hearing.
2. Owner's Rights. At the hearing, the owner may appear and show cause why the alleged nuisance shall not be abated.
3. Determination. The Council shall make and record findings of fact and may issue such order as it deems appropriate.

11-4-6 Posting of Signs:

The enforcement officer shall cause to be posted at each entrance to such building a notice to read: "DO NOT ENTER. UNSAFE TO OCCUPY. CITY OF GRIMES, IOWA." Such notice shall remain posted until the required repairs, demolition, or removal are completed. Such notice shall not be removed without written permission of the enforcement officer and no person shall enter the building except for the purpose of making the required repairs or of demolishing the building.

11-4-7 Right to Demolish:

In case the owner fails, neglects, or refuses to comply with the notice to repair, rehabilitate, or to demolish and remove the building or structure or portion thereof, the Council may order the owner of the building prosecuted as a violator of the provisions of this chapter and may order the enforcement officer to proceed with the work specified in such notice. A statement of the cost of such work shall be transmitted to the Council.

(Code of Iowa, Sec. 364.12[3h])

11-4-8 Costs:

Costs incurred under Section 11-4-7 shall be paid out of the City treasury. Such costs shall be charged to the owner of the premises involved and levied as a special assessment against the land on which the building or structure is located, and shall be certified to the County Treasurer for collection in the manner provided for other taxes.

(Code of Iowa, Sec. 364.12[3h])

EDITOR'S NOTE

Caution is urged in the use of this procedure. We recommend that you review the situation carefully and follow the recommendations of your attorney before initiating procedures.

11-5 Energy Code

11-5-1 Adoption of 2012 International Energy Conservation Code and State of Iowa Energy Code:

Pursuant to published notice and public hearing as required by law, the 2012 International Energy Conservation Code is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2012 International Energy Conservation Code is on file in the office of the Clerk.

11-5-2 Applicability:

The "State of Iowa Energy Code" Adopted by The City of Grimes applies to all commercial construction, whether new construction or construction work on existing buildings. These requirements also apply to all new construction of one and two family residences in this city, but not to renovation or remodeling of one and two family residences.

11-5-3 Amendments, Modifications and Deletions:

The following amendments, modifications, additions and deletions to the 2012 International Energy Conservation Code are hereby made:

Delete section 101.1.

Delete section 101.2.

Delete section 103.3.1.

Delete section 103.3.2.

Delete section 103.3.3.

Delete section 103.4.

Delete section 103.5.

Delete sections 104, 107, 108, and 109 and all sections contained within each of these.

Delete chapter 5.

Section 408.2 Insert: The Commissioning Agent shall be in no way affiliated with the project's design, installation or sale of products, to avoid any conflict of interest. The Commissioning Agent shall be accredited by an industry-recognized certification program, to be determined by the AHJ.

Modify Code Section: C408.2

Replace with the following language:

C408.2 Mechanical systems and service water-heating systems commissioning and completion requirements. Prior to the final mechanical and plumbing inspections, the registered the registered design professional or approved agency shall provide evidence of mechanical systems commissioning and completion in accordance with the provisions of this section. The Commissioning Agent shall be in no way affiliated with the project's design, installation or sale of products, to avoid any conflict of interest. The Commissioning Agent shall be accredited by an industry-recognized certification program, to be determined by the AHJ.

Add Code Section C402.1.1.1 Seasonal Structures

C402.1.1.1 Seasonal Structures. The following seasonal type structures are exempt from meeting the provisions of this code. (These facilities are allowed to have heating and/or cooling equipment for the temporary comfort of patrons and employees during operating hours.)

1. Food Service Buildings that serve patrons at amusement parks, water parks and outdoor sporting facilities. The buildings can only be occupied by employees, must not be able to allow patrons to be served within the facility and must have as its sole means of serving customers, an operable exterior serving window.
2. Restroom Facilities that serve amusement parks, water parks and outdoor sporting facilities.

11-5-4 Conflict with State Laws:

Nothing in this chapter or in the 2012 International Energy Conservation Code shall be construed to be in conflict with the State laws or State Housing Code. In the event of such conflict, the State laws will prevail.

11-5-5 Administration and Enforcement:

This chapter shall be enforced by the Building Official. No building permit or certificate of occupancy shall be issued by the Clerk unless in accordance with the provisions of this chapter.

11-5-6 Plan Approval:

Energy compliance documentation/forms shall be required for all construction commercial and residential. Buildings that exceed 100,000 cubic feet of conditioned space are required to meet the ASHRAE 90.1-2004 or better standard and must be reviewed and approved by a licensed architect or engineer.

11-6 Fire Code

11-6-1 Purpose:

The purpose of this chapter is to prescribe regulations governing conditions hazardous to life and property from fire and explosion, handling or use of hazardous materials and the use and occupancy of buildings and premises.

11-6-2 Warning-Reliance upon Chapter:

No person shall place reliance upon this chapter, any inspections performed or certificates issued pursuant to this chapter, as indicating the safety of or quality of construction of any particular premises. Neither this chapter nor inspections made pursuant thereto nor certificates issued are intended to assume the duty of any person to adequately construct and maintain a premises or provide a safe premises or to, in any way, indicate a decrease in the risk associated with the use or occupancy on any premises. A certification that a premise has been inspected pursuant to this chapter shall not, in any way, constitute a warranty or guarantee of the safety or quality of that premises.

11-6-3 Interpretation:

The statements of legislative intent made in Sections 11-6-12 shall govern and take precedence over any other language contained in this chapter or the International Fire Code, 2018 Edition, adopted in this chapter.

11-6-4 Adoption of International Fire Code:

The International Fire Code, 2018 Edition, published by the International Code Council, commencing with Chapter 1, except those provisions thereof which are, in this chapter, deleted, modified or amended, is adopted as and shall constitute the "Fire code of the City," prescribing regulations governing conditions hazardous to the general welfare of the city and the same is, by this reference, incorporated in this chapter as fully and completely as if set forth in full in this chapter subject to the foregoing. The fire code of the city may also be known, referred to and cited as the "Fire Code."

11-6-5 Enforcement:

The fire code shall be enforced by the fire chief of the fire department, building official or their designees.

11-6-6 Department of Fire Prevention:

The department of fire prevention is established within the city of Grimes under the direction of the fire chief which shall consist of such fire department personnel as may be assigned thereto by the fire chief and who shall be designated by the fire chief. The function of the department of fire prevention shall be to assist the fire chief in the performance of his/her duties and to assist the building official in the performance of the inspection duties. It is the intent that the inspection assistance rendered to the building official or such designated persons shall be in the form of technical assistance and advice upon request and the inspection herein prescribed as designated by the city council.

11-6-7 Definitions:

For use in this chapter the following terms are defined:

- a. Wherever the word "jurisdiction" is used in the International Fire Code, it shall be held to mean City of Grimes, Iowa.
- b. Wherever the term "fire code official" is used it shall be held to mean "fire chief" or a duly authorized representative.

11-6-8 Establishment of Limits of Districts in Which Storage of Flammable or Combustible Liquids in Outside Aboveground Tanks are to be Prohibited:

1. The limits that are placed on IFC Chapter 57 in which outside aboveground storage of flammable or combustible liquids is restricted are hereby established as follows: the entire City of Grimes, Iowa.

Exceptions:

- a. An aggregate amount of one thousand (1000) gallons or less may be stored above ground on a premise if used exclusively for heating of such premises. A permit is required and the proposed installation must be approved by the Fire Code Official prior to issuance of a permit.
- b. Any new outside installation of a generator that is not fueled by natural gas shall be limited to a maximum of 1,500 gallons of Class II fuel in a NFPA/UL compliant sub-base tank;

quantities greater than 1,500 gallons but less than 5,001 gallons of a Class II fuel shall be stored in an approved vaulted tank, if the application and installation is otherwise authorized. A permit is required and the proposed installation must be approved by the Fire Code Official prior to issuance of a permit.

- c. Approved bulk storage facility for the sale or storage of fuels as permitted by Title 12 (Zoning Regulations).

2. The limits that are placed on IFC Chapter 57 in which new bulk plants of flammable or combustible liquids are prohibited are hereby established as all zoning districts in the city except "M-2" General Industrial. A site plan must be submitted, identifying the desired location of the proposed tank(s) and a permit will be required.

11-6-9 Establishment of Limits in Which Bulk Storage of Liquefied Petroleum Gases are to be Restricted:

The limits that are placed on Section 6104.2 in which storage of liquefied petroleum gases is to be restricted to are hereby established as follows: the entire City of Grimes, Iowa.

11-6-10 Requirements for Temporary Installations of Liquefied Petroleum Tanks:

Temporary installations LP tanks in excess of 499 lbs., individually or in aggregate, require a permit and the location must be identified with the permit application. Permits are good for thirty calendar days. Installations requiring more than thirty days will require a permit renewal. Residential properties will have a maximum of 600 lbs, individually or in aggregate.

11-6-11 Establishment of Limits in Which Storage of Explosive and Blasting Agents is to be Prohibited:

The limits that are placed on Section 5601.1 in which storage of explosives and blasting agents is to be restricted to are hereby established as all zoning districts in the city except "M-2" General Industrial.

11-6-12 Additions, Deletions, Modifications and Amendments:

The following additions, deletions, modifications and amendments are made to the International Fire Code (IFC), 2018 Edition:

Section 102 amended –Applicability

Section 102.3, of the IFC, is hereby amended by deleting the exception.

Section 105 amended – Permits

Section 105.1.2, of the IFC, is hereby amended by deleting 1.1 under Operational Permit and replacing with:

Section 105.1.2 Types of permits. 1. Operational permit 1.1 Expire after one calendar year, requires renewal.

Section 105.6.27 amended -LP-Gas

Section 105.6.27, of the IFC, is hereby amended by adding the following exception:

Section 105.6.27 -LP-Gas Exception #2 Permanent installations, if used exclusively for heating of such premises, in excess of 999 lbs., will require an operational permit.

Section 109 amended – Board of Appeals

Section 109, of the IFC is hereby amended by deleting sections 108.1, 108.2, and 108.3. and inserting in lieu thereof the following:

Section 109.1 Board of appeals established. City Ordinance Chapter 28 Board of Appeals

Section 308 amended - Open Flames

Section 308, of the IFC, is hereby amended by deleting section 308.1.4 and inserting in lieu thereof the following:

Section 308.1.4 Open-flame cooking devices. Charcoal burners, other open-flame cooking devices, and other devices that produce ashes or embers shall not be operated on balconies or within 20 feet (3048 mm) of combustible construction. Location of LP containers shall comply with Section 6104.

Exceptions:

1. One- and two-family dwellings, constructed in accordance with the International Residential Code.
2. Where buildings, balconies, and decks are protected by an automatic sprinkler system.

Section 503 amended – Fire Apparatus Access Roads

Section 503.1.4, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

503.1.4 Outdoor Venue Access. A 10 ft. wide emergency access roads designed to support 36,000 lb. weight load shall be provided within 350-feet of all portions of an outdoor venue (e.g. soccer complex, park, skate park, sports fields) to facilitate emergency vehicle access.

Exception: The fire code official is authorized to increase the dimension of 350 feet where emergency access roads cannot be installed because of location on property, topography, waterway, nonnegotiable grades, or other similar conditions, and an approved alternative means of emergency access is provided.

Section 503.2.1, of the IFC, is hereby amended by deleting section 503.2.1, and inserting in lieu thereof the following:

Section 503.2.1 – Dimensions. Fire apparatus access roads shall have a minimum unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet.

Section 505 amended – Premises Identification

Section 505, of the IFC, is hereby amended by deleting section 505.1, and inserting in lieu thereof the following:

Section 505.1 Address identification. New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall be black or white and shall contrast with their background. Where required by the *fire code official*, address numbers shall be provided in greater dimension or additional *approved* locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and a minimum stroke width as dictated by Table 505.1. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

Table 505.1

Minimum Height and Stroke Width^{a b}

Distance from the centerline of the Public Way (ft)		Minimum Height (in)	Minimum Stroke Width (in)
Less than 100		4	0.5
100	199	6	0.75
200	29	8	1
For each additional 100		Increase 2	Increase 0.5

^a Exterior suite identification, minimum height shall be 4 inches and stroke width shall be ½ inch.

^b Interior suite identification, minimum height shall be 2 inches and stroke width shall be ¼ inch.

Section 506 amended – Key Boxes

Section 506, of the IFC, is hereby amended by deleting section 506.1, and inserting in lieu thereof the following:

Section 506.1 Where Required. All commercial and multi-tenant buildings and any building provided with a fire alarm system or a sprinkler system shall be provided with a key box at the front of the building typically adjacent to the main entrance or at a location as directed by the fire code official. Key Boxes, manufactured exclusively by the Knox Corporation, shall be acquired, at building owner's expense, from Grimes City Hall. If an existing building (Excluding 1 and 2 family dwellings), not so equipped, is remodeled, this building must install a key box, prior to occupancy.

Section 507 additions and amendments – Fire Protection Water Supplies

Section 507.5.1, of the IFC, is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

Section 507.5.1 Where required. Where any portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 150 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided when required by the fire code official.

Section 507.5.1.1, of the IFC, is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

Section 507.5.1.1 Hydrant for fire department connections. Buildings equipped with a fire department connection installed in accordance with Section 912 shall have a fire hydrant located on a fire access road within 100 feet (30 m) of the fire department connection as measured by an approved route around the exterior of the building.

Exception:

The distance shall be permitted to exceed 100 feet (30 m) where approved by the fire code official

Section 507.5.5, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 507.5.5 Clear space around hydrants. A 5-foot (1524 mm) horizontal clear space shall be maintained around the circumference of fire hydrants, as measured from the center-point of the hydrant, except as otherwise required or approved.

Section 507.5, of the IFC, is hereby amended by adding two new sections, 507.5.7 and 507.5.8, as follows:

Section 507.5.7 Fire Hydrant Markers and Identification Color. When required by the Fire Code Official, hydrant locations shall be identified by the installation of an approved reflective marker. Both public and private hydrants shall comply with and be painted to Local Water Utility specifications.

507.5.8 Fire Hydrant Installation. Fire hydrants shall be installed with the grade mark on the fire hydrant at the level of finished grade. The large diameter connection shall be installed such that the connection is oriented facing the fire department access road.

Section 508 amended – Fire Command Center

Section 508, of the IFC, is hereby amended by deleting section 508.1, and inserting in lieu thereof the following:

Section 508.1 General. Where required by other sections of this code, Table 508.1, and in all buildings classified as high-rise buildings by the *International Building Code*, a *fire command center* for fire department operations shall be provided and shall comply with Sections 508.1.1 through 508.1.6.

Table 508.1 Fire Command Center Thresholds

Occupancy	Threshold Requiring a Fire Command Center
Group A	1,000 occupants
Group E	100,000 gross s.f.
Group F	200,000 gross s.f.
Group I-2 or I-3	100,000 gross s.f.

Group M	100,000 gross s.f.
Group R1	Greater than 200 dwelling units or sleeping units

Section 511 addition - Fire Service Features

Chapter 5, of the IFC, is hereby amended by a new section, 511, as follows:

Section 511 Fire and Emergency Vehicle Lanes.

Section 511.1 General. Fire and emergency vehicle lanes shall be provided and maintained in accordance with section 511.1 through 511.6, and referred to as fire lanes in this ordinance.

Section 511.2 Purpose. The requirement that Fire Lanes be established in certain parking areas and the enforcement of restrictions on parking in such Fire Lanes established in this Chapter are designed to ensure adequate access to commercial, office, multi-family, and other high-density use facilities by fire-fighting and other emergency vehicles.

Section 511.3. Designation. The Fire Code Official may designate fire lanes on private and public property as deemed necessary for the protection of life and property.

Section 511.4 Obstruction. No person shall park or place a vehicle or other obstruction in a designated fire lane that would prevent such fire lane from being immediately accessible to emergency vehicles, or deter or hinder emergency vehicles from gaining immediate access to the fire lane. A written request to the jurisdictional Fire Code Official for temporary obstruction of a fire lane shall be submitted for approval.

Section 511.5 Signs and markings. Wherever a fire lane has been designated, the Code Official shall cause appropriate signs and markings to be placed identifying such fire lanes. Signs or markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility. Fire lanes may be established or relocated at the time of plan review, pre-construction site inspection, and/or post construction site inspection, as well as any time during the life of the occupancy as needed to provide and maintain emergency vehicle access. All designated fire lanes shall be clearly marked in the following manner:

1. Vertical curbs shall be painted red on the top and side, extending the length of the designated fire lane. Rolled curbs or surfaces without curbs shall have a red (6) inch wide stripe painted the length of the designated fire lane. One of the following identification lettering methods shall be utilized:

- A. The words "NO PARKING – FIRE LANE (Except for Emergency Vehicles)" shall be stenciled with three (3) inch white letters and a minimum three – quarter ($\frac{3}{4}$) inch stroke on the face of the curbing, or in the absence of vertical curbing, on the red stripe, and spaced at fifty (50) foot intervals or portions thereof, or

- B. The pavement adjacent to the painted curbs shall be marked with minimum eighteen (18) inch in height block lettering with a minimum three (3) inch brush-stroke reading: "NO PARKING - FIRE LANE." Lettering shall be red and spaced at fifty (50) foot intervals or portions thereof.

2. Signage identifying fire lanes shall conform to the following: Fire lane signs shall be 18 inches tall x 12 inches wide with red letters on a white reflective background to read "Fire Lane No Parking Except For

Emergency Vehicles” or similar verbiage as approved by the code official. Fire lane signs shall be placed 2 - 4 feet from the edge of the Fire Lane. The bottom of fire lane signs shall be between five (5) and seven (7) feet from the ground. Intermediate fire lane signs shall be set every one hundred (100) feet in a continuous fire lane. The BEGINS sign shall mark the beginning of a fire lane and shall be mounted below the first fire lane sign. The ENDS sign shall mark the ending of a fire lane and shall be mounted below the last fire lane sign. The BEGINS and ENDS signage may be omitted by the Code Official due to the location of the fire lane. Signs may be placed on a building when approved by the Fire Code Official.

Section 511.6 Maintenance. The owner, manager, or person in charge of any property upon which designated fire lanes have been established shall provide marking as required above and, shall maintain fire lanes at their expense as often as needed to clearly identify the designated area as being a fire lane.

Section 605 deletion – Mechanical Refrigeration

Section 605.12.4, of the IFC is hereby amended by deleting item #5 "By other approved means."

Section 703 amended - Fire-Resistance-Rated Construction

Section 703.2.3, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 703.2.3 Door Operation. Swinging fire doors shall close from the full open position and latch automatically. The door closer shall:

1. Exert enough force to close and latch the door from any partially open position.
2. Be UL listed for fire doors and of hydraulic type, spring type shall not be allowed.

Section 806 deletion - Decorative Vegetation in New and Existing Buildings

Section 806.1, of the IFC is hereby amended by deleting exception #2 "Trees shall be allowed within *dwelling units* in Group R-2 occupancies."

Section 901 addition - General

Section 901, of the IFC (correlation: IBC 901.8), is hereby amended by adding a new section, 901.4.6.1.1, as follows:

Section 901.4.6.1.1 Fire Sprinkler Riser Room. A fire sprinkler riser room shall not be exclusively accessed from an electrical room, but an electrical room may be accessed from the fire sprinkler riser room.

Section 901.4.6, of the IFC (correlation: IBC 902.1.5), is hereby amended by adding a new section, 901.4.6.5, as follows:

901.4.6.5 Temperature Sensors. Provide a low temperature sensor in the sprinkler riser room to be monitored to prevent freezing.

Section 903 amendments, and additions – Automatic Sprinkler System

Section 903.1, of the IFC (correlation: IBC 903.1), is hereby amended by adding a new section, 903.1.2, as follows:

903.1.2 Existing Buildings. For other than new construction or where current code contains retroactive provisions an automatic sprinkler system shall be provided pursuant to the building and fire codes in effect at the time of construction in accordance with provisions of the International Existing Building Code.

Section 903.2, of the IFC (correlation: 903.2), is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

Section 903.2 Where Required. An approved automatic fire extinguishing system is required if the gross square footage of a building is equal to or greater than the following:

For the purposes of this Section, "fire separations" shall not be permitted to reduce the total gross square footage of a building or area for the purpose of calculating the fire sprinkler square footage requirements.

For the purposes of this Section, "story" shall be defined as any level of a structure, whether above or below grade capable of occupancy.

Exemption. To be exempt from meeting the requirements to have fire sprinklers systems installed, the buildings or structures per legal lot or contiguous lots under common ownership, must be separated by twenty feet (20') and have 1 hour rated exterior walls on both buildings or structures so as not to have the combined total of their gross square footage applied to this Section of the Code. Note: The square footage used for calculating total "gross square footage" of a building or structure shall be measured using the outside dimensions of the total building or structure to include attached or detached buildings or structures meeting the above requirements.

Open Corridors/Hallways shall be required to have fire sprinklers installed in them when the building they are constructed in is required by this code to have a fire sprinkler system.

"An approved automatic fire extinguishing system" includes but is not limited to a complete automatic fire sprinkler system. The following Sections requiring complete automatic fire sprinkler systems shall install the fire sprinkler system following NFPA 13 standard unless otherwise noted. Alternative automatic extinguishing systems may be used if in the opinion of the Code Official the same life safety and property conservation measures are equivalent to the NFPA standard listed in this Code.

Section 903.2.1.1 of the IFC (correlation: 903.2.1.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 6,000 square feet (557.5 m²).
2. The fire area has an occupant load of 300 or more.

3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multiple-theater complex.

Section 903.2.1.2 of the IFC (correlation: 903.2.1.2), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 1,500 square feet (139.4 m²).
2. The fire area has an occupant load of 50 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multiple-theater complex.

Section 903.2.1.3 of the IFC (correlation: 903.2.1.3), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 6,000 square feet (557.5 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.1.4 of the IFC (correlation: 903.2.1.4), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 6,000 square feet (557.5 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.2 of the IFC (correlation: 903.2.2), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.2 Group B. An *automatic sprinkler system* shall be provided throughout buildings containing a Group B occupancy where one of the following conditions exists:

1. A Group B *fire area* exceeds 6,000 square feet (557.5 m²).
2. A Group B *fire area* is located more than three stories above grade plane.
3. The combined area of all Group B *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).

Section 903.2.2.1 of the IFC (correlation: 903.2.2.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.2.1 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor as well as all floors below where such care is provided, and all floors between the level of ambulatory care and the nearest *level of exit discharge*, the *level of exit* discharge, and all floors below the *level of exit discharge*.

Exception: Floors classified as an open parking garage are not required to be sprinklered.

Section 903.2.3 of the IFC (correlation: 903.2.3), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.3 Group E. An automatic sprinkler system shall be provided throughout stories containing Group E occupancies and throughout all stories from the Group E occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 1,500 square feet (139.4 m²).
2. The fire area has an occupant load of 50 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.4 of the IFC (correlation: 903.2.4), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.4 Group F-1. An *automatic sprinkler system* shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 *fire area* exceeds 6,000 square feet (557.5 m²).
2. A Group F-1 *fire area* is located more than three stories above grade plane.
3. The combined area of all Group F-1 *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

Section 903.2.7 of the IFC (correlation: 903.2.7), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.7 Group M. An *automatic sprinkler system* shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M *fire area* exceeds 6,000 square feet (557.5 m²).
2. A Group M *fire area* is located more than three stories above grade plane.
3. The combined area of all Group M *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).
4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m²).

Section 903.2.8.1 of the IFC (correlation: 903.2.8.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.8.1 Group R-3. An *automatic sprinkler system* installed in accordance with Section 903.3.1.3 shall be required all buildings containing a Group R-3 occupancy where one of the following conditions exists:

1. The building is a single-family dwelling where the aggregate area of the building exceeds 8,000 square feet to include all floors of the building and attached garages.
2. The building is a townhome complex where the aggregate area of the building exceeds 8,000 square feet to include all floors of each townhome and attached garages.
3. The building is a townhome complex where the aggregate area of the building does not exceed 8,000 square feet and townhomes are not open on two sides.

Section 903.2.9 of the IFC (correlation: 903.2.9), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.9 Group S-1. An *automatic sprinkler system* shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 *fire area* exceeds 6,000 square feet (557.5 m²).
2. A Group S-1 *fire area* is located more than three stories above grade plane.
3. The combined area of all Group S-1 *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).
4. A Group S-1 *fire area* used for the storage of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m²).
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).
6. A Group S-1 occupancy used for Self-Service Storage Facility (mini-storage) exceeds 6,000 square feet (557 m²).

Section 903.2.9.1 of the IFC (correlation: 903.2.9.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.9.1 Repair garages. An *automatic sprinkler system* shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the *International Building Code*, as shown:

1. Buildings having two or more stories above grade plane, including *basements*, with a *fire area* containing a repair garage exceeding 10,000 square feet (929 m²)
2. Buildings not more than one story above grade plane, with a *fire area* containing a repair garage

exceeding 3,500 square feet (325 m²).

3. Buildings with repair garages servicing vehicles parked in *basements*.

4. A Group S-1 *fire area* used for the repair of commercial motor vehicles where the *fire area* exceeds 3,500 square feet (325 m²).

Section 903.2.11.1, of the IFC (correlation: 903.2.11.1.3), is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 903.2.11.1.3 Basements. Where any portion of a basement is located more than 75 feet (22 860 mm) from openings required by Section 903.2.11.1, the basement shall be equipped throughout with an approved automatic sprinkler system.

Section 903.3.1.2 amended – NFPA 13R sprinkler systems

Section 903.3.1.2, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R and I occupancies up to and including four stories in height in buildings not exceeding 60 feet (18 288 mm) in height above grade plane shall be installed throughout in accordance with NFPA 13, unless allowed to be sprinklered in accordance with NFPA 13D by the International Building Code. The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 of the International Building Code shall be measured from the horizontal assembly creating separate buildings.

Section 903.3.6 amended – Hose Threads

Section 903.3.6, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 903.3.6 Hose Threads Fire hose threads and fittings used in connection with automatic sprinkler systems shall be approved and shall be a siamese compatible with 2 ½" fire department hose threads, unless approved by the Fire Code Official.

Section 903.4.2, of the IFC (correlation: 903.4.2), is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 903.4.2 Alarms. An approved weather proof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 903, of the IFC, is hereby amended by adding a new section, 903.7, as follows:

Section 903.7 Fire Sprinkler for canopies. A canopy covering a door that is required to be marked as an exit shall be required to have fire sprinklers installed outside that door if the canopy extends more than 4 feet out from the door, regardless of whether the canopy is combustibile or non-combustibile.

Canopies that have vehicle access under them with door openings shall be required to have fire sprinklers installed under the total canopy regardless of whether the canopy is combustible or non-combustible.

Exception: If the Code does not require a building to have a fire sprinkler system, section 903.7 does not apply.

Section 905 addition – Standpipe Systems

Section 905.3, of the IFC, is hereby amended by adding a new section, 905.3.9 (correlation: IBC 905.3.9), as follows:

Section 905.3.9 Building Footprint and Access. Where the most remote portion of a floor or story is more than 400 feet from a hose connection or fire department access road the fire code official is authorized to require standpipes to be provided in approved locations. Class I manual standpipes shall be allowed.

Section 907 amendments and additions – Fire Alarm and Detection Systems:

Section 907.1, of the IFC (correlation: IBC 907.1.4), is hereby amended by adding a new section, 907.1.4, as follows:

907.1.4 FACP (Fire Alarm Control Panels). Each building shall have no more than 1 FACP. Installation of fire alarm panel shall not exceed six feet in height measured from the floor to the top of the unit.

Exception: Suppression system releasing panels are not required to meet the height requirement or the limitation in the number of panels.

Section 907.2, of the IFC (correlation: IBC 907.2), is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 907.2 Where required - new buildings and structures. An approved fire alarm system meeting provisions of this code and NFPA 72 shall be installed when the gross square footage of a building is equal to or greater than the area as specified in Sections 903.2.1 through 903.2.10 inclusive, subject to the authority having jurisdiction or by Section 907 which ever shall be more restrictive. The fire alarm system shall provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Manual fire alarm boxes shall be required where deemed necessary by the fire code official.

Where corridors and/or hallways are protected by fire sprinkler systems they shall also be protected by smoke detection. Smoke detection shall be of the photoelectric type or as approved by the fire code official.

Exception:

1. Buildings with 8 or less initiating devices may use zoned systems provided only one device is used per zone. Each device shall have a plain English LCD (liquid crystal display). This alpha/numeric descriptor

location is required to be reported to the Polk County dispatch center upon activation of the fire alarm system.

2. R-3 dwellings are not required to meet Section 907.2 of this Code.
3. Townhomes are required to be monitored only if a single fire sprinkler system is used for multiple units.

Sections 907.2.8 and 907.2.9, of the IFC, are hereby amended by deleting said sections, including exceptions, and inserting in lieu thereof the following:

Section 907.2.8 Group R General. Group R-1; Group R-2 apartment houses, condominiums and boarding houses (non-transient), convents, dormitories, fraternities, sororities, and monasteries; and Group R-4 shall have a monitored addressable fire alarm system.

Section 907.2.10, of the IFC, is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

Section 907.2.10 Single and Multi-station Smoke Alarms. Listed single and multiple-station smoke alarms complying with UL 217 shall be installed in accordance with Sections 907.2.11.1 through 907.2.11.4 and the household fire warning equipment provision of NFPA 72. Smoke alarms in dwelling units shall be addressable with sounder bases and monitored by the building fire alarm system as a supervisory signal only. Mini horns in dwelling units are not required if notification from a building fire alarm system is through the smoke alarms with sounder bases.

Note: Section 907.2.10 only applies to R-1, R-2, R-4, and I-1.

Section 907.6.3, of the IFC (correlation: IBC 907.6.3), is hereby amended by deleting exceptions 1 and 2, and inserting in lieu thereof the following:

Section 907.6.3 Exception 1. Fire alarm systems with 8 or less initiating devices may use zoned systems provided only one device is used per zone. Each device shall have a plain English LCD (liquid crystal display). This alpha/numeric descriptor location is required to be reported to the Polk County dispatch center upon activation of the fire alarm system.

Section 907.6.3, of the IFC (correlation: IBC 907.6.3.2), is hereby amended by adding a new section, 907.6.3.2, as follows:

Section 907.6.3.2 Zone and address location labeling. Fire alarm panels shall have all zones and address points plainly and permanently labeled as to their location on the outside of the panel or on an easily readable map of the building, if no display screen is present.

Section 907.6.6, of the IFC (correlation: IBC 907.6.6), is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

Section 907.6.6 Monitoring. Fire alarm systems required by this chapter or by the International Building Code shall be monitored by a central station approved and listed under UL 827 in accordance with NFPA 72.

Exception: Monitoring station is not required for: 1. Automatic sprinkler and fire alarm systems in one- and two- family dwellings.

Section 907.2.9, of the IFC (correlation: IBC 907.2.9), is hereby amended by adding a new section, 907.2.9.4 and subsections 907.2.9.4.1 through 907.2.9.4.3 as follows:

907.2.9.4 Group R-4. Fire alarm systems and smoke alarms shall be installed in Group R- 4 occupancies as required in Sections 907.2.10.1 through 907.2.10.3.

907.2.9.4.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-4 occupancies.

Exceptions:

1. A manual fire alarm system is not required in buildings not more than two stories in height where all individual sleeping units and contiguous attic and crawl spaces to those units are separated from each other and public or common areas by not less than 1-hour fire partitions and each individual sleeping unit has an exit directly to a public way, egress court or yard.
2. Manual fire alarm boxes are not required throughout the building where all of the following conditions are met:
 - 2.1 The building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2.
 - 2.2 The notification appliances will activate upon sprinkler water flow.
 - 2.3 Not fewer than one manual fire alarm box is installed at an *approved* location.
3. Manual fire alarm boxes in resident or patient sleeping areas shall not be required at *exits* where located at all nurses' control stations or other constantly attended staff locations, provided such stations are visible and continuously accessible and that the distances of travel required in Section 907.4.2.1 are not exceeded.

907.2.4.9.3 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in *corridors*, waiting areas open to *corridors* and *habitable spaces* other than *sleeping units* and kitchens.

Exceptions:

1. Smoke detection in *habitable spaces* is not required where the facility is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1.
2. An automatic smoke detection system is not required in buildings that do not have interior *corridors* serving *sleeping units* and where each *sleeping unit* has a *means of egress* door opening directly to an *exit* or to an exterior *exit access* that leads directly to an exit.

907.2.9.4.3 Smoke alarms. Single- and multiple-station smoke alarms shall be installed in accordance with Section 907.2.11.

Section 910 amendments and additions – Smoke and Heat Vents:

Section 910.2, of the IFC, is hereby amended by adding the following exception:

Section 910.2 Exception 4. The Code Official may require smoke removal equipment to be installed if it is deemed necessary for the protection of life and property.

Section 910.2.1, of the IFC (correlation: IBC 910.2.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 910.2.1 Group F-1 or S-1. Smoke and heat vents installed in accordance with Section 910.3 or a mechanical smoke removal system installed in accordance with Section 910.4 shall be installed in buildings and portions thereof used as a Group F-1 or S-1 occupancy having more than 30,000 square feet (2787 m²) of undivided area. In occupied portions of a building equipped throughout with an automatic sprinkler system in accordance with 903.3.1.1, where the upper surface of the story is not a roof assembly, a mechanical smoke removal system in accordance with Section 910.4 shall be installed.

Exception: Group S-1 aircraft repair hangars.

Section 912 amended – Fire Department Connections

Section 912.4.2, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 912.4.2 Clear space around connections. A working space of not less than 60 inches in width, 60 in depth and 78 inches in height shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections, and if the fire department connection is accessible from a designated parking area, the space in front of the connection shall be marked "No Parking", except as otherwise required or approved by the Fire Chief.

Section 914.3.1.2, of the IFC (correlation: IBC 403.3.2), is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

914.3.1.2 Water supply to required fire pumps. Required fire pumps shall be supplied by connections to a minimum of two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: Two connections to the same main shall be permitted provided the main is valved such that an interruption can be isolated so that the water supply will continue without interruption through at least one of the connections.

Section 1008 amendments and additions - Means of Egress Illumination

Section 1008.2, of the IFC (correlation: IBC 1008.2.4), is hereby amended by adding a new section, 1008.2.4, as follows:

Section 1008.2.4 Additional emergency lights. Emergency lights may be required at the discretion of the code official to clarify an exit or exit access.

Section 1008.3.3, of the IFC (correlation: IBC 1008.3.3), is hereby amended by deleting said section, and inserting in lieu thereof the following:

1008.3.3 Rooms and spaces. In the event of a power supply failure, an emergency electrical system shall automatically illuminate all of the following areas:

1. Electrical equipment rooms
2. Fire command centers
3. Fire pump rooms
4. Generator rooms
5. Public restrooms that contain at least one water closet/urinal or that are accessible
6. Meeting/conference rooms with an area greater than 400 square feet.
7. Classrooms in an E occupancy with an area greater than 400 square feet.

Section 1009 addition - Accessible Means of Egress:

Section 1009.2, of the IFC (correlation: IBC 1009.2), is hereby amended by adding Item #11, as follows:

11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1010 additions - Doors, Gates and Turnstiles:

Section 1010.1.6, of the IFC (correlation: IBC 1010.1.6.1), is hereby amended by adding a new section, 1010.1.6.1, as follows:

Section 1010.1.6.1 For landings required by Section 1010.1.5 to be at the same elevation on each side of the door exterior landings at doors shall be provided with frost protection.

Section 1010.1.9.1, of the IFC (correlation: IBC 1010.1.9.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

1010.1.9.1 Hardware. Door handles, pulls, latches, locks and other operating devices on doors required to be accessible by Chapter 11 of the International Building Code shall not require tight grasping, tight pinching or twisting of the wrist to operate. This includes thumb turn locks.

Section 1013 addition and deletion – Exit Signs:

Section 1013.1 of the IFC (correlation: IBC 1013.1.1), is hereby amended by adding a new section, 1013.1.1, as follows:

Section 1013.1.1 Additional Exit Signs: Exit signs may be required at the discretion of the code official to clarify an exit or exit access.

Section 1015 addition – Guards

Section 1015, of the IFC (correlation: IBC 1014.4), is hereby amended by adding a new section, 1015.9, as follows:

1015.9 Walking surfaces. A guard shall be provided along retaining walls where a finished walking surface such as sidewalks, patios, driveways, parking lots or similar is located on the top side of a retaining wall. The guard shall be installed along any portion of the wall measuring 30 inches or greater in height measured at any point within 36 inches horizontally to the edge of the open side. A guard shall not be required along portions of the retaining wall where the horizontal distance between the edge of the finished walking surface and the face of the wall is greater than 72 inches.

Section 1028 addition - Exit Discharge

Section 1028.5, of the IFC (correlation: IBC 1028.5.1), is hereby amended by adding a new section, 1028.5.1, as follows:

Section 1028.5.1 Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1030 addition - Emergency Escape and Rescue

Section 1030.4, of the IFC (correlation: IBC 1030.4.3), is hereby amended by adding a new section, 1030.4.3, as follows:

Section 1030.4.3 Window wells drainage. All window wells shall be provided with approved drainage.

Section 1107 addition – Requirements for Fuel Fired Appliances

Chapter 11, of the IFC, is hereby amended by adding a new section, 1107, and subsections 1107.1 through 1107.3 as follows:

1107.1 Protection of Fuel Fired Appliances. Where required or upon notification from the fire code official an existing building or tenant space containing a fuel fired appliance(s) shall be protected with 1 hour rated construction enclosure or a limited area sprinkler system complying with Section 903.3.8.

Exception: Buildings protected by an approved automatic fire sprinkler system complying with Section 903.3.1.1 or 903.3.1.2.

1107.2 CSST Bonding Requirements in Rental Dwellings. All rental dwellings shall be bonded in accordance with sections 310.2.1 through 310.2.5 of the International Fuel Gas Code, unless deemed technically infeasible by the Code Official.

1107.3 CSST Bonding Requirements for Alterations, Repairs, or Additions. For other than rental dwelling units, where alterations, repairs or additions requiring a permit to occur, CSST shall be bonded in accordance with sections 310.2.1 through 310.2.5 of the International Fuel Gas Code, unless deemed technically infeasible by the Code Official.

Section 1203 addition – Emergency and Standby Power Systems

Section 1203, of the IFC, is hereby amended by adding new sections, 1203.7 and 1203.8 as follows:

Section 1203.7 Shutdown of Emergency and Standby Power Systems. In addition to the requirements of NFPA 110 for a remote manual stop, a switch of an approved type shall be provided to shut down the generator. The switch shall be provided at an approved location.

Section 1203.8 Emergency Generator Signs. Main electrical disconnects and main breaker panels supplied by the generator shall be provided with approved signs.

Additionally, doors accessing emergency and standby power systems shall be provided with approved signs. When approved switches for emergency power shut-down are located remote from the fire alarm annunciator, an approved sign shall be provided at fire alarm annunciator. Approved signs shall contain the word CAUTION in black letters at least 2 inches (50 mm) high on a yellow background. Such warning signs shall be placed so as to be readily discernible.

Section 2306 amended – Flammable and Combustible Liquid Motor Fuel-Dispensing Facilities

Section 2306.2.5 Portable Tanks is hereby amended by defining the time limit as thirty calendar days. Uses exceeding thirty calendar days will require a new permit application.

Section 3202 amended - Definitions

Section 3202, of the IFC, is hereby amended by adding new language as follows:

SPECULATIVE BUILDING. A Group S, F or M occupancy having an interior clear height greater than 12 feet (3657 mm) where high-piled storage may accrue and the client leasing or the occupant owner does not know the commodity that will be stored or the method of storage.

Section 3206 amendments and additions - General Fire Protection and Life Safety Features

Section 3206.2, of the IFC, is hereby amended by adding a new section, 3206.2.1, as follows:

Section 3206.2.1 Speculative building. Group S, F and M speculative buildings that have an interior clear height greater than 12 feet where high piled storage may accrue shall comply with this chapter.

Section 3206.4, of the IFC, is hereby amended by adding a new section, 3206.4.2, and subsections 3206.4.2.1 through 3206.4.2.7

Section 3206.4.2 Sprinkler design.

Section 3206.4.2.1 General. The design of *automatic sprinkler systems* for the protection of Group M and S occupancies containing high-piled storage or high-challenge commodities over an area equal to or greater than 2,500 ft.² (232 m²) and designed for the protection of hazardous materials stored more than one pallet high in Group M, S or H occupancies, shall be in accordance with this section. This section does not apply to miscellaneous storage within the scope of NFPA 13.

Section 3206.4.2.2 Requirements for all plan submittals. See Section 903.1.9. and 3201.3 for plan submittal requirements.

Section 3206.4.2.3 Minimum design requirements for speculative warehouses. The design of the *automatic sprinkler system* for speculative warehouses shall be based on storage of a cartoned Class A nonexpanded plastic to the available storage height. The storage height shall be determined by subtracting 48 inches (from the highest point of the roof above each system for ESFR and 30 inches for area density applications).

Section 3206.4.2.4 Minimum requirements for client leased or occupant-owned warehouses. The design of an automatic sprinkler system for client leased or occupant owned buildings containing high piled storage shall be based on the requirements of NFPA 13. The responsible Fire Protection Contractor shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The Contractor shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration.

The sprinkler design shall be based on the most demanding requirements determined through the on-site survey and discussions with the building owner or operator. Technical Report shall clearly define the basis for determining the commodity and sprinkler design selection, along with how the commodities will be isolated or separated, and the referenced design document(s), including NFPA 13 or the current applicable Factory Mutual Data Sheets. If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

Section 3206.4.2.5 Required information at plan submittal. All plans, hydraulic calculations and technical reports shall be submitted with the plan submittal form. The individual submitting the design package shall ensure that all of the required information requested on the plan submittal form is included.

Section 3206.4.2.6 Minimum plan information requirements. In addition to the requirements of NFPA 13, the following information shall be included in the plans or technical report.

Section 3206.4.2.6.1 Class I-IV and Group A plastic commodities.

- A) An owner's certificate in accordance with NFPA 13. The design criteria, e.g., NFPA 13, Factory Mutual Data Sheet, or a specific fire test report.
- B) A Water Supply Flow & Pressure Test Report performed within 90 days of the plan submittal
- C) The type of design, e.g., Control Mode Density/Design Area Method; Specific Application Control Mode Method; Suppression Mode Method, including appropriate code references.
- D) A description of the stored commodities and how the commodity classification was determined.
- E) A layout of the proposed storage arrangement. If the storage is in racks, a plan and elevation detail illustrating rack heights, flue dimensions and arrangement. This detail is not required for speculation warehouses.
- F) The aisle dimensions between each storage array.
- G) If a high challenge commodity is separated using fire-resistive construction, the boundary of the fire-resistive construction shall be illustrated.
- H) A data sheet for the backflow preventer. If a data sheet is not available, the design professional shall include a statement addressing the minimum required pressure loss.
- I) A data sheet for each installed automatic sprinkler.
- J) A data sheet for each pipe hanger used to hang or support the sprinkler piping.

- K) If a fire pump will be installed or used, the manufacturer's factory test curve shall be included in the submittal.
- L) A cross-section view illustrating obstructions to the ceiling sprinklers, e.g., lights, structural members, cable trays, electrical bus ducts and HVAC ductwork.

Section 3206.4.2.6.2 Hazardous materials. In addition to the requirements of this section, the following information shall be included in a *hazardous materials* technical report.

- A) A hazardous materials inventory statement
- B) For flammable & combustible liquids, an analysis of the miscibility of Class I liquids, the size and type of the packaging, the packaging materials of construction, and if the containers have a pressure relieving mechanism.
- C) For Level 2 or 3 aerosols, a statement indicating that the aerosols are cartoned or uncartoned.

3206.4.2.7 Identification of sprinkler system capabilities and limitations. A label shall be permanently installed at or adjacent to each sprinkler riser. When a building contains more than four risers, the sign shall be located at an approved location inside the building. The minimum sign dimension is 6-inches (152 mm) high by 4-inches (101 mm) wide. The sign shall specify the capabilities and limitations of the *automatic sprinkler system*. The sign shall include the following information:

- A) The design base or basis, including the edition used
- B) A statement indicating if the sprinkler design is control mode density area method, control mode specific application, suppression mode, or any combination thereof.
- C) When used, all of the storage conditions stipulated NFPA 13 for Special Designs.
- D) The maximum storage height
- E) The minimum required aisle width
- F) If storage is in racks, the maximum rack width and minimum transverse and longitudinal flue widths.
- G) Storage Capabilities: Commodities designed to be protected by the automatic sprinkler system
- H) Limits on storage heights of idle wood and plastic storage
- I) Limits on storage heights of miscellaneous Group A plastic, tire and rolled paper storage
- J) Locations where in-rack sprinklers are required
- K) Locations where horizontal and/or vertical barriers are required
- L) Information explaining the manufacturer, sprinkler identification number, k-factor, and operating temperature of the overhead sprinklers protecting the high-piled storage.
- M) Fire Protection Contractor contact information

The following example illustrates a suggested label or sign:

Automatic Sprinkler System Capabilities & Limitations

Stored Commodity	Class I water miscible flammable liquids in 1 & 5 gallon polyethylene containers in fiberboard cartons
Design Documents	NFPA 13, 2013 edition & NFPA 30
Design Type	Control Mode, Density/Area Method
Max. Storage Height	25 feet
Min. Aisle Width	8 feet
Max. Rack Width	9 feet
Flue Dimensions	Longitudinal: Min. 6 inches Transverse: Min. 3 inches
System Capabilities	Class I-IV commodities, stored commodity, solid pile or palletized Group A plastics to 12 feet; rack storage of Group A plastics to 25 feet.
Idle Pallets	6 feet maximum storage height
Tire Storage	5 feet maximum storage height
Rolled Paper Storage	5 feet maximum storage height
In-rack sprinklers	In-rack sprinklers are required at each of 3 rack tiers containing the stored commodity. In-rack sprinklers are Tyco/Central FS-B, 17/32" orifice, QR 155°F element, SIN TY0041
Horizontal Barriers	Required at each rack tier containing the stored commodity.
Ceiling Sprinkler	Tyco ELO-231B, ¾" orifice, SR 286°F element, upright, SIN TY0030
FP Contractor	ABC Sprinkler Co. Designer: John Smith

Section 3301 amended – General

Section 3301.2, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof, the following:

Section 3301.2 Purpose. This chapter prescribes minimum safeguards for construction, alteration and demolition operations to provide reasonable safety to life and property from fire and other emergencies during such operations.

Section 3310 addition - Access for Fire Fighting

Section 3310.1.1, of the IFC, is hereby amended by adding a new section, 3310.1.1, as follows:

Section 3310.1.1 Construction Site Access. *Approved* fire apparatus access roads shall be provided for every facility, building or portion of a building as soon as construction commences. The fire apparatus access road shall comply with the requirements of Section 503.2 and this section and shall extend to within 100 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an *approved* route around the exterior of the building or facility.

Exception: The *fire code official* is authorized to increase the dimension of 100 feet (45 720 mm) where:

1. The building is equipped throughout with an *approved automatic sprinkler system* that is fully functional and installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar

Section 3311 amended – Means of Egress

Section 3311.1, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

3311.1 Stairways required. Where building construction exceeds 30-feet (9.144 m) in height above the lowest level of fire department vehicle access, two temporary or permanent stairways shall be provided. As construction progresses, such stairways shall be extended to within one floor of the highest point of construction having secured decking or flooring.

Section 3313 amended – Standpipes

Section 3313.1, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

3313.1 Where required. In buildings required to have standpipes by Section 905.3.1, not less than one standpipe shall be provided for use during construction. Such standpipe shall be installed prior to construction exceeding 30-feet (9.144 m) in height above the lowest level of fire department vehicle access. Such standpipe shall be provided with fire department hose connections at approved locations complying with Section 3311.1. As construction progresses, such standpipes shall be extended to within one floor of the highest of construction having secured decking or flooring.

Chapter 40 addition - Special Events

Chapter 40, of the IFC, is hereby added as follows:

CHAPTER 40 SPECIAL EVENTS

SECTION 4001 GENERAL

4001.1 Scope. Special events including trade shows and exhibitions, outdoor assembly events, outdoors mazes, special amusement buildings, and special scaffolding structures shall comply with this chapter and Section 1028. Temporary indoor vehicle displays and vehicle competition or demonstrations shall comply with this chapter and Section 314.

4001.2 Site plans.

A detailed site plan shall be submitted to the fire code official with each permit application for approval.

1. Outdoor events: The permit application and site plan shall be submitted a minimum of 30 business days prior to the event. Site plans shall include, but not be limited to:
 1. The means of egress.
 2. Location and width of exits and aisles.
 3. Location of exit signs.
 4. Location of fencing or means used to confine attendees.
 5. Total square footage of enclosed space.
 6. Location and arrangement of all tents, booths or cooking equipment.

7. Locations of fire apparatus access roads.
8. Location of fire protection equipment.
9. Type and location of heating and electrical equipment where applicable.
10. Location of temporary staffed water stations and permanent water fountains.

2. Trade shows and exhibitions: The permit application and site plan shall be submitted a minimum of 30 business days prior to the event. Site plans shall include, but not be limited to:

1. The means of egress.
2. Location and width of exits and aisles.
3. Location of exit signs.
4. Total square footage of space.
5. Location and arrangement of all booths and cooking equipment.
6. Location of all fire protection equipment.
7. Type and location of heating and electrical equipment where applicable.
8. Location of covered or multi-level exhibits or booths.

3. Mazes. The permit application and site plan shall be submitted a minimum of 30 business days prior to the event. Site plans shall include, but not be limited to:

1. Means of egress.
2. Location and width of exits and aisles.
3. Location of exit signs.
4. Total square footage of space.
5. Location and arrangement of all booths and cooking equipment.
6. Location of all fire protection equipment.
7. Location of means to confine attendees.
8. Locations of *fire apparatus access roads*.
9. Type and location of heating and electrical equipment where applicable.
10. Locations of structures.

At time of permit application, the event coordinator shall submit a letter from the property owner authorizing the use of the site, the address of the site, dates and hours of operation and names and 24-hour phone numbers of at least two principals.

4. Temporary indoor vehicle displays: The permit application and site plan shall be submitted a minimum of 10 business days prior to the display of electric, liquid- or gas-fueled vehicles, boats or other motor craft. Floor plans shall include, but not be limited to:

1. The means of egress.
2. Location and width of exits and aisles.
3. Location of exit signs.
4. Total square footage of space.
5. Location and arrangement of all booths and cooking equipment.
6. Location of all fire protection equipment.
7. Type and location of heating and electrical equipment where applicable.
8. Location and size of exhibits and booths.
9. Location of structures.

Exception: Auto dealerships.

5. Vehicle competition or demonstration. The permit application and site plan shall be submitted a minimum of 10 business days prior to the competition or demonstration of electric, liquid- or gas-fueled vehicles, boats or other motor craft. A floor plan shall include, but not be limited to:

1. The means of egress.
2. Location and width of exits and aisles.
3. Location of exit signs.
4. Total square footage of space.
5. Location and arrangement of all booths and cooking equipment.
6. Location of all fire protection equipment.
7. Type and location of heating and electrical equipment where applicable.
8. Location and size of exhibits and booths.
9. Location of structures.
10. Location of *fire apparatus access roads* where applicable.

SECTION 4002 DEFINITIONS

4002.1 Definitions. The following words and terms are defined in Chapter 2.

CROSS AISLES.

EXHIBITS.

FLAME EFFECT.

MAIN AISLE.

MAZE.

OUTDOOR ASSEMBLY EVENT.

TEMPORARY STRUCTURES.

TRADE SHOWS OR EXHIBITIONS.

4003 GENERAL REQUIREMENTS

4003.1 Access for firefighting and medical services. Approved vehicle access for firefighting and medical services shall be provided in accordance with Sections 503 and 512.

4003.2 Combustible storage. Combustible materials stored at special events shall be stored in approved locations and containers.

4003.3 Crowd managers. Crowd managers shall be provided where the fire code official determines that an indoor or outdoor gathering warrants crowd control. Crowd managers shall be in accordance with Section 403.3.

4003.4 Decorative materials and furnishings. Curtains, drapes and decorations including, but is not limited to drapes, signs, banners, acoustical materials, cotton, hay, fabric, paper, straw, moss, split bamboo, and wood chips shall be flame resistant as demonstrated by testing in accordance with NFPA 701, or provide documentation of flame retardancy. Field flame test shall be in accordance with Section 320. Materials that cannot be treated for flame retardancy shall not be used unless approved by the fire

code official. This includes but is not limited to oilcloth, tarpaper, nylon, plastic cloth, and other plastic materials.

4003.5 Fire protection equipment clearance. Clearance around all fire protection equipment shall be in accordance with Section 901.4.6.

4003.6 Fire extinguishers. Fire extinguishers shall be in accordance with Section 906 and NFPA 10

4003.7 Fire watch. Fire watch shall be in accordance with Section 403.12.1.

4003.8 Fireworks, pyrotechnics. Fireworks and pyrotechnics shall comply with Chapter 56.

4003.9 Housekeeping. The special event area and related areas shall be kept free from combustible debris at all times.

4003.10 LP-gas heaters. Fuel supplies for liquefied-petroleum gas-fired heaters shall comply with Chapter 61 of the International Fire Code.

4003.11 Open flame devices. Open flame devices shall comply with Section 308.

4003.12 Waste disposal. Combustible debris shall not be accumulated at special events. Combustible debris, rubbish and waste material shall be removed from special events at the end of each shift of work. Combustible debris, rubbish and waste material shall not be disposed of by burning on the site unless approved.

SECTION 4004 TRADE SHOWS AND EXHIBITIONS

4004.1 General. Trade shows and exhibitions conducted within any occupancy shall comply with Chapter 38.

4004.2 Vehicles. Liquid- and gas-fueled and electric vehicles, boats or other motor-craft and equipment used for display, competition or demonstration within a building shall be in accordance with Section 314.

4004.3 Means of egress. *Means of egress* shall comply with this section and the requirements of Chapter 10.

4004.3.1 Travel distance. The maximum travel distance from any point in an exhibit to an exit access aisle shall not exceed 50 feet (15240mm).

4004.3.2 Aisles.

4004.3.2.1 Aisle width. Minimum aisle width inside a trade show or exhibition shall comply with the following:

Square Footage of Trade Show or Exhibition	Minimum Aisle Width
Greater than 15,000 square feet (1393m ²)	10 feet (3048mm)
5,000 square feet (465 square meters) to 15,000 square feet (1393m ²)	8 feet (2438mm)

Less than 5,000 square feet (465 m²)

6 feet (1829mm)

4004.3.3 Obstructions. Aisles shall be kept clear of all obstructions, including but not limited to, fixtures and displays of goods for sale, chairs, tables, product, displays, vehicles, and trailer tongues.

4004.3.4 Exit signs. Exit signs shall be visible from all locations in the occupancy.

4004.4 Exhibit construction and materials. The materials used for an exhibit shall comply with Section 3804.4 and Chapter 8

4004.4.1 Materials. Shall be one of the following:

1. Noncombustible or limited-combustible materials.
2. Wood that is greater than ¼-inch (6mm) nominal thickness
3. Wood ¼-inch (6mm) nominal thickness or less that is pressure-treated fire-retardant wood meeting the requirements of NFPA 703, Standard for Fire Retardant Impregnated Wood and Fire Retardant Coatings for Building Materials. The product shall be marked or labeled by the manufacturer. The product shall not be painted or similarly modified until the material has been inspected and the marking or labeling verified, or provide documentation acceptable to the fire code official.

4004.4.1.1 Flame retardant materials. Materials shall comply with Chapter 8.

4004.4.1.2 Wall and ceiling coverings. Textile wall coverings, such as carpeting and similar products used as wall or ceiling finishes shall comply with Chapter 8.

4004.4.1.3 Plastics. Plastics shall be limited to those that comply with Chapter 8. Plastics used in trade shows and exhibitions with an occupant load of 300 or more shall be Class A or Class B. Plastics used in trade shows and exhibitions with an occupant load of less than 300, shall be Class A, Class B or Class C.

4004.5 Combustible materials storage

4004.5.1 Quantity. Combustible materials shall be limited to a one-day supply

4004.5.2 Location. Storage of combustible materials behind exhibits, booths, or tents is prohibited. Combustible materials, including but not limited to wood crates, paper and cardboard boxes, shall be stored outside the building in an approved area or in a storeroom having a fire-resistance rating of at least one hour and protected by an approved automatic fire-extinguishing system

4004.6 Covered exhibits and booths.

4004.6.1 Fire Protection.

4004.6.1.1 Automatic sprinkler systems. An approved sprinkler system shall be provided in covered exhibits and booths exceeding 300 square feet (2787 m²). Each level of multi-level exhibit booths shall be protected throughout, including the uppermost level where the uppermost level is covered with a ceiling.

4004.7 Multi-level booths. Construction documents for all multi-level exhibits shall be approved and stamped by a licensed structural engineer or architect and shall be submitted with the permit application. This includes any exhibit where a live load is proposed above the exhibit area floor level, regardless of the accessibility of the area to the public. Upper levels of multi-level booths with an occupant load greater than 10 persons shall have at least 2 remote exits.

4004.8 Hazardous Materials. Hazardous materials shall comply with this section and Chapters 50 through 67.

4004.8.1 Specific prohibitions. The following hazardous materials shall not be stored, handled or used in trade shows and exhibitions:

1. Division 1.1, 1.2, 1.3, and 1.5 explosives as classified by the U.S. Department of Transportation.
2. Detonable, Class I and Class II organic peroxides.
3. Class I-A flammable liquids.
4. Class 4 and Class 3 oxidizers.
5. Class 4 and Class 3 (unstable) reactive materials.
6. Class 3 water-reactive materials.
7. Pyrophoric materials.
8. Highly toxic materials
9. Toxic gases.
10. Fueling or defueling of flammable or combustible that are stored or used as liquids, cryogenics or compressed gases.

4004.9 Demonstration cooking and warming equipment or devices.

4004.9.1 General. Cooking and warming devices for demonstration purposes only shall be in accordance with Section 3804.9.

4004.9.2 Public Isolation. Equipment and devices shall be isolated from the public by not less than 4 feet (1219 mm) or by a noncombustible 3-sided barrier between the equipment and devices and the public.

4004.9.3 Protection. Single-well cooking equipment using combustible oils or solids shall meet the following:

1. A noncombustible lid shall be immediately available. The lid shall be of sufficient size to cover the cooking well completely.
2. The cooking surface shall not exceed 288 square inches (1858 cm²).
3. The equipment shall be placed on a noncombustible surface.
4. The equipment shall be separated from each other by a horizontal distance of not less than 2 feet (609mm).

4004.9.4 Cooking equipment shall be separated from combustible materials by a horizontal distance of at least 2 feet (609mm).

4004.9.5 Butane. Butane for cooking equipment shall be limited to one 10 oz cylinder and one spare in storage, of the same size, per appliance. Storage location shall be approved by the fire code official.

4004.9.5.1 Portable butane-fueled appliances. Portable butane-fueled appliances are allowed in restaurants and in attended commercial food catering operations where fueled by not more than two 10 oz (284gL) LP-gas capacity, nonrefillable butane containers that have a water capacity not exceeding 1.08 lb (0.5 kg) per container. The containers shall be directly connected to the appliance, and manifolding of containers is not permitted. Storage of cylinders is limited to 24 containers, with an additional 24 permitted where protected by a 2-hour fire-resistance-rated barrier.

SECTION 4005 OUTDOOR ASSEMBLY EVENTS

4005.1 General. Outdoor assembly events shall be in accordance with this Section 3805 and Chapter 10.

4005.2 Occupant load. The fire code official shall establish an occupant load for the event site.

4005.3 Exits. Exits shall comply with Chapter 10 and be as remote from each other as practical and shall be provided as follows:

Occupant Load	Minimum Number of Exits
1 to 500	2
501 to 1,000	3
1,001 or 1,500	4
each additional 500 persons	36 additional inches of exit width

4005.3.1 Width. The aggregate clear width of exits shall be a minimum of 36 inches wide (914mm) for each 500 persons to be accommodated.

4005.3.2 Signs. Exits shall be identified with signs that read "EXIT". The signs shall be weather-resistant with lettering on a contrasting background. The lettering shall be of sufficient height and brush stroke to be immediately visible from 75 feet (22,860mm). Placement of the exit signs shall be approved by the fire code official.

4005.4 Concession stands, food booths, and retail booths.

4005.4.1 General. Concession stands, food booths and retail booths shall be in accordance with Section 3805.4.

4005.4.1.1 Distances. A minimum of 20 feet (6096mm) shall be provided between every 150 linear feet (45,720mm) of booth space. A minimum of 30 feet (9144mm) shall be provided between booths used for cooking and the vehicles, generators, or any other internal combustion engines. A minimum of 30 feet (9144 mm) shall be provided between booths used for cooking and amusement rides or devices.

4005.4.2 Cooking appliances or devices.

4005.4.2.1 Public isolation. Cooking appliances or devices shall be isolated from the public by not less than 4 feet (1219 mm) or by a non-combustible 3-sided barrier between the equipment and devices and the public.

4005.4.2.2 Protection. Single-well cooking equipment using combustible oils or solids shall meet the following:

1. A noncombustible lid shall be immediately available. The lid shall be of sufficient size to cover the cooking well completely.
2. The cooking surface shall not exceed 288 square inches (18,580mm).
3. The equipment shall be placed on a noncombustible surface.
4. The equipment shall be separated from each other by a horizontal distance of not less than 2 feet (609mm).

4005.4.2.3 Liquefied petroleum gas (LP-gas). LP-gas shall be in accordance with Chapter 61 and NFPA 58.

4005.4.2.3.1 Maximum number and quantity. A maximum of a total aggregate water capacity of 50 gallons (95L) of LP-gas is permitted at one concession stand or booth used for cooking.

4005.4.2.3.2 LP-gas high-pressure cylinder hoses. Hoses shall be designed for a working pressure of 350 PSIG (2413 kPa) with a safety factor of 5 to 1 and shall be continuously marked with LP-GAS, PROPANE, 350 PSI(2413 kPa) WORKING PRESSURE, and the manufacturer's name or trademark. Hose assemblies, after the application of couplings, shall have a design capability of 700 PSIG (4826 kPa). Hose shall not exceed 12 feet (3638 mm) unless approved by the fire code official.

4005.4.2.3.3 LP-gas low-pressure cylinder hoses. Hoses with a working pressure of 5 psig shall be allowed when a fix regulator is set a 5 psi and is connected directly to the LP GAS cylinder. The hose shall not exceed 12 feet (3658 mm) unless approved by the fire code official.

4005.4.3.3 Storage of containers. Containers shall be stored in accordance with Chapter 61.

4005.4.4 Generators / electrical.

The generators shall be installed at least 10 feet (3048mm) from combustible materials, and shall be isolated from the public by physical guard, fence, or enclosure installed at least 3 feet (914mm) away from the internal combustion power source, and be provided with a compliant portable fire extinguisher per Section 906 and NFPA 10.

4005.4.5 Temporary water stations.

When outdoor temperatures are expected to exceed 90oF (35oC), the event sponsor shall provide and maintain a minimum of one staffed water station for each 1,000-projected attendance. The water station shall include adequate water supply, cups, and a means for rapid replenishing of exhausted water. Each water station shall be located as far apart as practicable to allow ease of access for event attendees.

SECTION 4006 MOBILE FOOD VEHICLES

4006.1 General. Mobile food vehicles which are temporarily or permanently stored on a property where food items are processed or prepared and sold to the public shall comply with this section.

Exception: Food peddlers operating a retail food establishment from a vehicle designated to be readily movable in which food is; sold or given away but not composed, compounded, thawed, reheated, cut, cooked, processed or prepared.

4006.2 A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors. Commercial kitchen exhaust hoods shall comply with the requirements of the *International Mechanical Code*.

4006.2.1 Maintenance. Hoods shall be inspected, tested, and maintained in accordance with this code and the *International Mechanical Code*.

4006.2.2 Inspections and tests. Kitchen hood extinguishing systems shall be inspected and tested every six months by a state of Iowa licensed fire protection contractor.

4006.3 Fire extinguishers. Portable fire extinguishers shall be provided within a 30-foot (9144 mm) travel distance of commercial-type cooking equipment. An approved 2A:20B:C rated dry chemical fire extinguisher shall be provided within 30 feet (9144 mm) of any commercial cooking equipment. Additionally, cooking equipment involving solid fuels or vegetable or animal oils and fats shall be protected by a Class K rated portable extinguisher in accordance with Section 904.12.5.1 or 904.12.5.2, as applicable.

4006.4 Liquefied petroleum gas (LP-gas). LP-gas shall be in accordance with Chapter 61 and NFPA 58.

4006.4.1 Maximum number and quantity. A maximum of two LP-gas containers with a total aggregate water capacity of 50 gallons (190 L) is permitted at one mobile food vehicle.

4006.4.2 LP-gas cylinder hoses. Hoses shall be designed for a working pressure of 350 psig (2413 kPa) with a safety factor of 5 to 1 and shall be continuously marked with LP-GAS, PROPANE, 350 PSI WORKING PRESSURE, and the manufacturer's name or trademark. Hose assemblies, after the application of couplings, shall have a design capability of 700 psig (4826 kPa). Hose assemblies shall be leak tested at the time of installation at not less the operating pressure of the system in which they are installed.

4006.5 Location. Mobile food vehicles shall not be located within 20 feet (6096 mm) of buildings, tents, canopies or membrane structures.

SECTION 4007 SPECIAL AMUSEMENT BUILDINGS

4007.1 General. [B] Special amusement buildings shall be in accordance with this section and Section 411 of the International Building Code.

Exception: Amusement buildings or portions thereof, which are without walls or a roof and are constructed to prevent the accumulation of smoke.

4007.2 Use of combustible decorative materials. Use of combustible decorative materials shall be in accordance with Chapter 8.

4007.3 Assistance. Adult monitors with flashlights shall be available to provide assistance in the event someone becomes lost or disoriented. One adult monitor shall be provided for every 60 persons.

4007.4 Automatic sprinkler system. Special amusement buildings shall be equipped throughout with an automatic sprinkler system in accordance with Chapter 9.

4007.4.1 Temporary special amusement buildings. Where the special amusement building is temporary, the sprinkler water supply shall be of an approved temporary means. The sprinkler piping shall be connected to a temporary water supply having sufficient capacity (flow and pressure) to supply residential or standard quick spray response sprinkler heads at a minimum design density of 0.15 gpm (.57 LPM) per square foot of protected floor area. The design shall be based on flowing the six most hydraulically remote sprinkler heads. Should the temporary amusement building contain less than six heads, the design shall assume that all heads are flowing simultaneously.

The temporary water supply may be connected to a domestic water line, a fire line, or temporary on-site storage tank as long as the minimum design densities are met. An indicating type control valve shall be installed in an accessible location between the sprinkler system and the connection to the water supply.

SECTION 4008 MAZES

4008.1 General. Mazes including, but not limited to corn stalk or hedge mazes, shall be in accordance with Section 3808.

4008.1.2 Safe refuge areas. Safe refuge areas shall be established outside of the maze or building and structure, and shall not be closer than 50 feet (15240mm).

4008.1.3 Paths. Paths throughout the maze shall be a minimum of 36 inches (914mm) in width and shall be clear and unobstructed width.

4008.1.4 Separation. A minimum of 20 feet (6096mm) shall be provided between mazes and buildings and structures. The 20-foot (6096mm) clearance shall be free from vegetation and obstructions.

4008.1.5 Means of egress. Each exit shall be a minimum of 6 feet (1828mm) wide.

4008.1.5.1 Travel distance. The maximum travel distance to reach an exit access shall not exceed 75 feet (22,860mm). The travel distance shall be determined by using the maze path.

4008.1.5.2 Number. The travel distance required to reach an exit access shall determine the number of exits required. Locking devices shall remain unlocked on exits when the maze is occupied.

4008.1.5.3 Exit signs. Exit signs shall be provided next to or above each exit. The lettering shall be a minimum of 12 inches (305mm) high with 2-inch (51mm) brushstroke. The signs shall read EXIT with lettering in a color contrasting to the sign's background.

4008.2 Event plans. The following plans shall be submitted to the fire code official.

4008.2.1 General fire safety plan. The plan shall include, but not be limited to procedures that shall be used to prevent over-drying of vegetation throughout the site, documentation of decorative materials flame-retardancy, the maximum number of attendees.

4008.2.2 Security plan. The plan shall document who shall provide security (e.g., off-duty police officers, sheriff's posse, employees). All security personnel shall be provided with a 2-way radio and flashlight.

4008.2.3 Evacuation plans. The plan shall document the responsibilities of all on-site employees. The plan shall also document how attendees will be evacuated, and where they will be evacuated.

4008.2.4 Maze rules. Maze rules shall be posted at maze entrance.

4008.3 Employee responsibilities. Each employee shall be familiar with the evacuation plan and with fire extinguisher locations. Documentation of training shall be provided to the fire code official.

4008.3.1 Guides. An employee shall be responsible for guiding a group of not more than 14 attendees through the maze. Each employee shall be provided with a minimum of one flashlight and two-way radio. The employees shall be responsible for detecting and reporting fire or smoke to a competent person posted at the maze main entrance and begin evacuation procedures.

4008.3.2 Main entrance employee. Each maze shall be manned by an employee at the entrance. The employee shall be capable of communicating with the employees and shall be provided with a cellular telephone. When the main entrance employee receives a report of smoke, fire or injury, the employee shall immediately call 9-1-1.

4008.4 Watering. Corn stalk and hedge mazes shall be provided with sufficient water and at a frequency that prevents the vegetation from becoming dry or brittle. Failure to comply with this provision is an imminent hazard and the fire code official shall issue a stop order.

4008.5 Buildings and structures. When buildings and structures are intended to be occupied by attendees, the building and structure shall comply with Section 3807.

SECTION 4009 COVERED MALL BUILDINGS

4009.1 General. Temporary use of the common pedestrian area within a covered mall building for promotional, Group A, Group E, Group M or similar activities shall be in accordance with Section 3809.

4009.2 General requirements.

4009.2.1 Main aisle width. Main aisles shall be a minimum of 10 feet (3048mm) in width or the minimum required means of egress width, whichever is greater, and shall be maintained in accordance with Chapter 10. Main aisles shall not be obstructed.

4009.2.2 Cross aisle width. Cross aisles shall be a minimum of 15 feet (4572mm) in width or the required means of egress width, whichever is greater, and shall be maintained in accordance with Chapter 10.

4009.2.3 Fueled equipment. Liquid- or gas-fueled, or electric appliances, tools, apparatus, craft or vehicles shall be displayed in a mall in accordance with Section 314. LP-gas powered floor maintenance machines may be used when in accordance with Chapter 61.

4009.3 Combustible decorative materials. Combustible decorative materials shall be in accordance with Chapter 8.

Section 5601 addition - General

Section 5601.4, of the IFC, is hereby amended by adding and exception, as follows:

Exception: Persons in charge of fireworks display or pyrotechnic special effect operations may be less than 21 years of age if they possess a valid PGI display fireworks operator certification or equivalent certification approved by the fire code official.

Section 6104 addition and amendment - Location of LP-Gas Containers

Section 6104.2, of the IFC, is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof, the following:

Section 6104.2 Maximum capacity within established limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the installation of liquefied petroleum gas shall be prohibited unless specifically approved by the fire code official, and in that case the aggregate capacity of any one installation shall not exceed a water capacity of 1,000 gallons (3785 L) (see Section 3 of the Sample Legislation for Adoption of the *International Fire Code* on page xxi).

Exception: Containers shall not exceed a water capacity of 20 gallons, must be located outside of the building, and used for cooking purposes only.

Section 6104.3, of the IFC, is hereby amended by inserting a new section, 6104.3.3, as follows:

Section 6104.3.3 LP Gas Containers in Group R Occupancies. LP Gas shall not be stored or used inside of a building.

Adopting Appendix I

Appendix I is being adopted by specific reference as the guideline for Fire Protection Systems - Noncompliant Conditions

11-6-13 New Materials, Processes or Occupancies which Require Permits:

The Building Official and Fire Code Official shall act as a committee to determine and specify, after giving affected persons and opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those enumerated in either the Building Code or Fire Code. The fire code official shall post such list in a conspicuous place in the building department and distribute copies thereof to interested persons.

11-6-14 Outstanding Permits:

If a building permit is outstanding on the effective date of this chapter and the fire code adopted by this chapter, the provisions of this chapter and the fire code adopted by this chapter, shall apply to the work authorized by such permit, except to the extent that the fire code official and building official shall determine that the application of such provisions to such work would be unreasonable. The burden shall be upon the holder of such permit to show the unreasonableness of such provisions.

11-7 Plumbing Code

11-7-1 Adoption of 2018 Uniform Plumbing Code:

Pursuant to published notice and public hearing as required by law, the 2018 Uniform Plumbing Code and all provisions are hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2018 Uniform Plumbing Code is on file in the office of the Clerk.

11-7-2 Amendments, Modifications and Deletions:

The following amendments, modifications, additions and deletions to the 2018 Uniform Plumbing Code are hereby made:

Code Section: UPC 407.3

Insert the following language at the end of the Code section:

Tempering devices shall be installed at or as close as possible to the point of use.

Modify Code Section: UPC 408.4

Insert the following Exception.

Exception: In a residential dwelling unit where a 2-inch waste pipe is not accessible, and approval from the Authority Having Jurisdiction has been granted, the waste outlet, fixture tailpiece, trap and trap arm may be 1 ½ inch when an existing tub is being replaced by a shower sized per Section 408.6(2). This exception only applies where one shower head rated at 2.5 gpm is installed.

Modify Code Section: UPC 409.4

Insert the following language at the end of the Code section:

Tempering devices shall be installed at or as close as possible to the point of use.

Modify Code Section: UPC 410.3

Insert the following language at the end of the Code Section:

Tempering devices shall be installed at or as close as possible to the point of use.

Modify Code Section: UPC 418.3

Insert the following language:

(5) At least one floor drain or receptor approved by the AHJ shall be provided in each room where an automatic water heater is or will be installed and in each mechanical room. When installed in a basement floor, such floor drain shall be at least three inches in diameter. Floor drains in other locations may be no less than two inches in diameter.

Modify Code Section: UPC 608.5

Insert the following language to the end of Code section (2):

relief valve drains material and installation shall meet the manufacturer's approved temperature and pressure rating of the relief valve.

Modify Code Section: UPC 609.1

Insert the following language at the end of the Code Section:

Building supply yard piping wherever feasible shall be not less than 60 inches below earth cover.

Modify Code Section: UPC 701.2

Insert the following underlined language into the Code Section:

(2) ABS and PVC DWV piping installations shall be installed in accordance with applicable standards referenced in Table 701.2 and Chapter 14 "Firestop Protection." Except for individual single-family dwelling units, materials exposed within ducts or plenums shall have a flame spread index of not more than 25 and a smoke-developed index of not more than 50, where tested in accordance with ASTM E84 or UL 723. ABS and PVC DWV piping may be installed in the vertical position between Cast Iron piping if supported properly and the cast iron does not impose a load on the vertical ABS or PVC piping. These tests shall comply with all requirements of the standards to include the sample size, both for width and length. Plastic pipe shall not be tested filled with water.

Add Code Section: UPC 703.1.1

Insert the following language:

703.1.1 Size of Drainage Piping. The main building drain shall be a minimum 4" diameter.

Modify Code Section: UPC 715.3

Insert the following language at the end of the Code Section:

Compromised piping is determined by the AHJ that would consist of significant cracks, out of alignment piping, missing pieces from piping, and or fittings. If any portion of a bituminous fiber ("Orangeburg") building sewer fails, the Orangeburg sewer shall be replaced in its entirety from the building to the public sanitary sewer with new sewer that fully complies with this Code.

Modify Code Section: UPC 717.1

Replace the last sentence of the Code Section with:

No building sewer shall be smaller than 4" in diameter and or the building drain.

Add Code Section: UPC 718.3.1

Insert the following underlined language to the Code Section:

718.3 Protection from Damage. No building sewer or other drainage piping or part thereof, which is constructed of materials other than those approved for use under or within a building, shall be installed under or within 2 feet (610 mm) of a building or structure, or part thereof, nor less than 1 foot (305 mm) below the surface of the ground. Building sewers less than 42" below grade shall be protected with an engineered system to prevent damage from freezing and frost heave. The provisions of this subsection include structures such as porches and steps, whether covered or uncovered; breezeways; roofed porte-cochere; roofed patios; carports; covered walks; covered driveways; and similar structures or appurtenances.

Modify Code Section: UPC 813.1

Insert the following language to the Code Section:

813.1 General. In other than single family dwellings and duplexes, pipes carrying wastewater from swimming pools, wading pools, or hot tubs, including pool drainage, backwash from filters, shall be installed as an indirect waste by an air gap. Where the recirculation pump is used to discharge waste

pool water to the drainage system, the pump discharge shall be installed as an indirect waste, with an air gap, to the sanitary sewer.

Modify Code Section: UPC 814.5

Insert the following underlined language to the Code Section:

814.5 Point of Discharge. Air-conditioning condensate waste pipes shall connect indirectly to a properly trapped fixture, floor drain or open sight drain, or except where permitted in Section 814.6, to the drainage system through an air gap or air break to trapped and vented receptors, dry wells, leach pits, sump pump, surface area (permission must be obtained from the building official for this point of discharge), the tailpiece of plumbing fixtures or indirectly to the building storm sewer through a roof drain. A condensate drain shall be trapped in accordance with the appliance manufacturer's instructions or as approved.

Modify Code Section: UPC 1014.1

Insert the following language at the end of the Code Section:

Notwithstanding provisions of section 1014.1, regulations of Fat Oil and Grease (FOG) and sizing of FOG removal devices where connected to Wastewater Reclamation Authority (WRA) system shall be in accordance with WRA regulations for the regulations of industrial wastewater and commercial wastewater. Grease drainage lines shall be clearly identified by one of the following ways.

1. Stenciled with "Grease Drainage". Letters size shall be 1½" for 2" piping, and 2" for 3" and larger piping. Stenciling shall be applied every 3 feet of piping and labeled at the future stubbed locations.
2. Prior approval of an identification system approved by the AHJ.

Modify Code Section: UPC 1103.1

Insert the following language at the end of the Code Section:

Vertical leader shall be sized based on a 4 inch per hour rainfall.

Modify Code Section: UPC 1103.2

Insert the following language at the end of the Code Section:

Horizontal storm drains shall be sized based on a 4 inch per hour rainfall.

Modify Code Section: UPC 1103.3

Insert the following language at the end of the Code Section:

Gutters shall be sized based on a 4 inch per hour rainfall.

Modify Code Section: UPC 1208.5.3.4

Insert the following language:

1208.5.3.4 Corrugated Stainless Steel. Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section 1211.2. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

11-8 Residential Building Code

11-8-1 Adoption of 2018 International Residential Code:

Pursuant to published notice and public hearing as required by law, the 2018 International Residential Code is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2018 International Residential Code is on file in the office of the Clerk.

11-8-2 Amendments, Modifications and Deletions:

The following amendments, modifications, additions and deletions to the 2018 International Residential Code are hereby made:

Section 4. Delete Section R313; refer to Grimes Ordinance Chapter 11-6 Fire Code Section 903

Section 5. Delete IRC 112 Board of Appeals

Section 6. Expiration

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 90 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 90 days after the time the work is commenced.

Section 7. Exterior Walls Exception #1

Accessory structure with an area of 100 square feet or more located less than 10 feet from a dwelling and/or another structure shall be provided with two layers of 5/8" Type X sheetrock or equivalent in throughout the areas of the structure that encroaches the 10 feet.

Modify Code Section: IRC R101.2

Replace with and add the following language:

R101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of the following:

1. Detached one and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height.
2. Owner-occupied lodging houses with five or fewer guestrooms.
3. Detached one- and two-family dwellings and townhouses that contain offices of up to 20 percent of the dwelling unit area.
4. Live/work units within detached one- and two-family dwellings and townhouses that comply with the requirements of Section 419 of the International Building Code.
5. Care facilities within detached one- and two-family dwellings and townhouses with eight or fewer persons receiving care who have the ability to respond to emergency situations and evacuate.
6. In-home child care facilities within detached one- and two-family dwellings and townhouses where in-home child care is provided to no more than eight children, and of these eight children

no more than six are five years old or younger, no more than four are twenty-four months old or younger, and no more than three are eighteen months old or younger.

7. In-home child care facilities that provide custodial care for 16 or fewer persons in detached one- and two-family dwellings and townhouses that were registered with the State of Iowa Department of Human Services as child development homes and have held such registration continuously in good standing since on or before January 1, 2017.

8. Care facilities within detached one- and two-family dwellings and townhouses that are provided with a residential fire sprinkler system complying with Section P2904 or NFPA 13D with eight or fewer persons receiving care who have impairments that prevent them from responding to emergency situations and evacuating.

Delete 105.5

See Grimes Permit and CO Policy

Insert Definition into Code Section: IRC R202

Add the following language:

CARE FACILITY. A building or structure where care is provided to persons who need some level of assistance or supervision.

Delete Chapter R113 Board of Appeals - Replace with:
City Ordinance Chapter 3-6 Board of Appeals

Insert Definition into Code Section: IRC R202

Add the following language:

IN-HOME CHILD CARE. A dwelling where care is provided to children by a person other than the child's parent, guardian, or custodian for periods of less than twenty-four hours per day per child on a regular basis.

Modify Table: IRC R302.6

Replace with the following revised table:

TABLE R302.6

DWELLING-GARAGE SEPARATION

SEPARATION	MATERIAL
<i>From the residence and attics</i>	<i>Not less than 5/8-inch Type X gypsum board or equivalent applied to the garage side</i>
<i>From habitable rooms above the garage and structure(s) supporting floor/ceiling assemblies used for separation required by this section</i>	<i>Not less than 5/8-inch Type X gypsum board or equivalent</i>
<i>Garages located less than 5 feet from a dwelling unit on the same lot</i>	<i>Not less than 5/8-inch Type X gypsum board or equivalent applied to the interior side of exterior walls and ceilings within the garage</i>

Delete Code Section: IRC 302.13

Modify Code Section: IRC R303.3

Replace with the following language and exception:

Section R303.3 Bathrooms. Bathrooms shall be provided with a mechanical ventilation system. The minimum ventilation rates shall be 50 cfm for intermittent ventilation or 20 cfm for continuous ventilation. Ventilation air from the space shall be exhausted directly to the outside.

Exception: Toilet rooms containing only a water closet and/or lavatory may be provided with a recirculating fan.

Modify Code Section: IRC R305.1.1 Exception

Replace with the following exception:

Exception: Existing basements not having a height as specified in this section are allowed to be finished with a ceiling height that is not decreased more than the minimal measurement created by applying a finished ceiling of gypsum board or acoustical ceiling tiles.

Modify Code Section: IRC R308.4.2 (Existing exceptions to remain)

Replace with the following language:

Section R308.4.2 Glazing Adjacent To Doors. Glazing in an individual fixed or operable panel adjacent to a door where the nearest vertical edge of the glazing is within a 24-inch (610 mm) arc of either vertical edge of the door in a closed position and where the bottom exposed edge of the glazing is less than 60 inches (1524 mm) above the walking surface shall be considered to be a hazardous location.

Exceptions:

1. Decorative glazing.
2. Where there is an intervening wall or other permanent barrier between the door and the glazing.
3. Where access through the door is to a closet or storage area 3 feet (914 mm) or less in depth. Glazing in this application shall comply with Section R308.4.3.
4. Glazing that is adjacent to the fixed panel of patio doors.

Insert Exception #1 into Code Section: IRC 310.2.2

Add the following language:

Exception

A landing may be provided to meet the maximum sill height of forty-four (44) inches above the floor or landing provided. The landing shall be not less than thirty-six (36) inches wide, not less than twelve (12) inches out from the exterior wall, and not more than twenty-four (24) inches in height. The landing shall be permanently affixed to the floor below or the wall under the window it serves.

Modify Code Section: IRC R310.2.4

Replace with the following language:

Section R310.2.4 Emergency escape windows under decks and porches. Emergency escape and rescue openings installed under decks and porches shall be fully openable and provide a path not less than 36 inches (914mm) in height to a yard or court. Cantilever areas of all construction elements shall be regulated in accordance with this section.

Modify Exception to Code Section: IRC R310.6

Replace with the following language:

Exception: New habitable spaces created in an existing *basement* shall be provided with emergency escape and rescue openings in accordance with Section R310.1.

Modify Exception to Code Section: IRC R311.3.2

Replace with the following language:

Exception: A top landing is not required where a stairway of not more than four risers is located on the exterior side of a door, provided the door does not swing over the stairway.

Insert Exception #3 into Code Section: IRC 311.7.5.1

Add to the following language:

Exception

The dimension of the top and bottom riser of a stair may vary up to 1 inch (25.4 mm) from the stairway riser dimension; however, in no case shall the riser height exceed seven and three-quarter inches.

Modify Code Section: IRC R312.1.1

Replace with the following language and add exception:

R312.1.1 Where required. *Guards* shall be provided for those portions of open-sided walking surfaces, including stairs, ramps and landings, driveways, sidewalks, patios, and decks that are located more than 30 inches (762 mm) measured vertically to the floor or *grade* below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Insect screening shall not be considered as a *guard*.

Exception: Portions of retaining wall where the horizontal distance between the edge of the walking surface and the face of the wall is greater than 36-inches.

Delete Code Section: IRC 313.1

Replace with the following language:

313.1 Townhomes automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in *townhouses*.

Exceptions:

1. An automatic residential fire sprinkler system shall not be required where *additions* or *alterations* are made to existing *townhouses* that do not have an automatic residential fire sprinkler system installed.
2. Townhouse structures less than eight thousand (8,000) square feet of floor space.

Delete Code Section: IRC 313.2

Replace with the following language:

313.2 One- and two-family dwelling automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.

Exceptions:

1. An automatic residential fire sprinkler system shall not be required where *additions* or *alterations* are made to existing buildings that are not already provided with an automatic residential fire sprinkler system.
2. One-and two-family dwellings containing less than eight thousand (8,000) square feet of floor space.

Modify Exception #3 to Code Section: IRC R403.1.4.1

Replace with the following exception:

Exception

Decks less than 30" above grade and not supported by a dwelling, shall not require footings that extend below the frost line.

Modify Code Section: IRC R404.1

Replace with the following language:

Section R404.1 Concrete and masonry foundation walls. Concrete foundation walls shall be selected and constructed in accordance with the provisions of Section R404.1.3. Masonry foundation walls shall be selected and constructed in accordance with the provisions of Section R404.1.2. If backfill prior to a poured in place floor slab is desired, one of the following methods to provide bottom lateral support shall be completed: (1) a full depth (minimum 1-1/2") nominal 2" x 4" keyway may be formed into the footings to secure the bottom of the foundation wall -or- (2) 36" long vertical # 4 rebar may be embedded a minimum of 6" into the footings not to exceed 7' on center spacing.

Add Code Section: IRC R404.1.3.2.3

Insert the following language and Table:

R404.1.3.2.3 Foundation Walls for Conventional Light Frame Wood Construction. Concrete and masonry foundation walls shall be permitted to be designed in accordance with the following Table 'Foundation Walls for Conventional Light Frame Construction' may be used: Table 404.1.3.2.3 Foundation wall for conventional light frame wood construction

Height of Foundation Wall (Net measured from top of basement slab to top of foundation wall)*		Thickness of Foundation Walls		Reinforcement type and placement within Foundation Wall**	Reinforcement type and placement within Foundation Wall** (maximum 12’ span between corners and supporting cross walls.)	Type of Mortar
		<u>Unit</u>				
<u>Gross</u>	<u>Net</u>	<u>Concrete</u>	<u>Masonry</u>	<u>Concrete</u>	<u>Masonry</u>	Masonry
<u>8</u>	<u>7’ 8”</u>	<u>7 ½”</u>	<u>8”</u>	<u>½”horizontal bars, placement in the middle, and near the top & bottom – ½” bars @ 6’ max. vertically</u>	0.075 square inch bar 8’ o.c. vertically in fully grouted cells. If block is 12” nominal thickness, may be unreinforced.	Type M or S. Grout & Mortar shall meet provisions of Chapter 21 IBC
<u>9</u>	<u>8’ 8”</u>	<u>8”</u>	<u>See Chapter 18 IBC</u>	<u>½” bars 2’ o.c. horizontally & 20” vertically o.c.</u>	See Chapter 18 IBC	Same as above
<u>10</u>	<u>9’ 8”</u>	<u>8”</u>	<u>See Chapter 18 IBC</u>	<u>(5/8” bars 2’ o.c. horizontally & 30” vertically o.c.)</u>	See Chapter 18 IBC	Same as above

*Concrete floor slab to be nominal 4". If such floor slab is not provided prior to backfill, provide 1) 36" vertical #4 rebar embedded in the footing @ maximum 7' O.C. spacing -and/or- 2) full depth nominal 2" depth x 4" width keyway in footing

** All reinforcement bars shall meet ASTM A6175 grade 40 minimum and be deformed. Placement of bars shall be in center of wall and meet the provisions of chapters 18, 19, and 21 of the International Building Code.

NOTE: Cast in place concrete shall have a compressive strength of 3,000 lbs @ 28 days. Footings shall contain continuous reinforcement of minimum 2 – ½" diameter rebar throughout. Placement of reinforcement and concrete shall meet the requirements of Chapter 19 of the International Building Code.

NOTE: Material used for backfilling shall be carefully placed granular soil of average or high permeability and shall be drained with an approved drainage system as prescribed in Section 1805.4 of the International Building Code. Where soils containing a high percentage of clay, fine silt or similar materials of low permeability or expansive soils are encountered or where backfill materials are not drained or an unusually high surcharge is to be placed adjacent to the wall, a specially designed wall shall be required.

Note: Foundation plate or sill anchorage shall be installed in accordance with the respective codes as applicable.

Add Code Section: IRC R506.2.4

Insert the following language and Exception:

Section R506.2.4. Reinforcement Support. Where provided in slabs-on-ground, reinforcement shall be supported to remain in place from the center to upper one-third of the slab for the duration of the concrete placement.

Exception: Non-structural slabs

Add Code Section: IRC R1305.1.1.1

Insert the following language:

M1305.1.1.1 Appliances in Closets, Alcoves, or similar compartments. Appliances installed within a closet, alcove or compartment, such space shall measure no less than 30 inches wide and the opening into such space shall also be no less than 30 inches wide.

Modify Code Section: IRC M1502.4.2

Replace with the following language and exception:

M1502.4.2 Duct installation. Exhaust ducts shall be supported at intervals not to exceed 4 feet, (1219.2 mm) and shall be secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints shall be sealed in accordance with Section M1601.4.1 and shall be mechanically fastened. Ducts shall not be joined with screws or similar fasteners. Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall be of sufficient size to allow the installation of the duct, without changing the configuration of the duct. Exception: Dryer duct sections that are longer than 4 feet shall be supported minimally every 6 feet.

Add additional item to Code Section: IRC M1601.3

Insert the following language:

5. The use of air-inflated/encapsulated duct wrap to achieve required R-values shall be prohibited.

Add additional item to Code Section: IRC M1602.3

Insert the following language:

4. Return air openings shall be a minimum four (4) feet measured in any direction from Supply Air Diffusers.

Delete Code Section: IRC G2414.5.3 (403.5.4)

Replace with the following language:

G2414.5.3 (403.5.4): Corrugated Stainless-Steel Tubing.

Arc resistant corrugated stainless-steel tubing shall be listed in accordance with ANSI LC 1 (Optional Section 5.16)/CSA 6.26.

Steel Tubing.

Arc resistant corrugated stainless-steel tubing shall be listed in accordance with ANSI LC 1 (Optional Section 5.16)/CSA 6.26.

Delete Code Section: IRC G2415.5.2 (404.2)

Replace with the following language:

G2415.2 (404.2) CSST.

Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section G2411. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

Add Code Section: IRC E3704.7.1

Insert the following language:

3704.7 Prohibited Locations. Feeders supplying a Townhome shall not cross a property line other than the individual unit served. For the purposes of this provision, the term Townhome shall mean a single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on not less than two sides.

1. Section 326.1 – 326.12 is hereby instated with the following amendments:

A. Swimming Pools. No person shall maintain or use a swimming pool unless it conforms to the requirements of this chapter, and in the event that any swimming pool is found not to comply with the terms of this chapter, it shall constitute a nuisance within the definition of Chapter 6-8 of this Code of Ordinances and the City may invoke remedies and penalties provided in said chapter. This section provided for construction regulations and permit fees with regard to swimming pools.

B. The definition of a swimming pool shall be: SWIMMING POOLS. Any structure intended for swimming, recreational bathing or wading that has the capacity of containing water over 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground pools; hot tubs; spas and fixed-in-place wading pools.

C. Permit Required. No person shall construct or any alteration, addition, remodeling or other improvements to a swimming pool without a permit therefore. Swimming pools shall be maintained in accordance with the provisions of this chapter.

D. Application. A person seeking a permit shall make an application to the Development Services Department for such permit. The plans and specifications and plot plan, as well as other pertinent explanatory data, shall be submitted with each application.

E. Issuance of Permit. If the plans and specifications and plot plans meet the requirements of this chapter, a permit fee as specified in the City of Grimes Fee Schedule, shall be paid to the Development Services Department.

F. Design Requirements. The materials used in lining swimming pools shall be light in color, impervious to water, and provide a tight tank with smooth and easily cleaned surfaces. Sand or dirt bottoms are prohibited.

G. Plumbing. All cross connections between the City water supply or the sewer system in the plumbing of a swimming pool shall be constructed in accordance with the 2018 Uniform Plumbing Code.

H. Electrical. All electrical construction shall be installed in accordance with the current National Electric Code.

I. This Ordinance shall apply to all existing and new swimming pools. All existing swimming pools shall comply within fourteen (14) days of the effective date of this ordinance.

326.1 General. The provisions of this section shall apply to the design of barriers for pools and spas. These design controls are intended to provide protection against the potential drowning and near drowning by restricting access to such pools or spas. These requirements provide an integrated level of protection against potential drowning through the use of physical barriers and warning devices restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies

with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 326.3 through 326.12.

Exceptions:

1. Spas and hot tubs with a lockable safety cover that complies with ASTM F 1346.
 2. Swimming pools with a powered safety cover that complies with ASTM F 1346.
- 326.2 Outdoor swimming pools and spas. Outdoor pools and spas and indoor swimming pools shall be surrounded by a barrier that complies with Sections 326.3 through 3109.12.

326.3 Barrier height and clearances. Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall be not less than 48 inches (1219 mm) above grade where measured on the side of the barrier that faces away from the pool or spa.
2. Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the pool or spa structure. Where the barrier is mounted on the top of the pool or spa, the vertical clearance between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).

326.4 Openings. Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.

326.5 Closely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the pool or spa side of the fence. Spacing between vertical members shall not exceed 1 3/4 inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1 3/4 inches (44 mm) in width.

326.6 Widely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, the interior width of the cutouts shall not exceed 1 3/4 inches (44 mm).

326.7 Chain link dimensions. The maximum opening formed by a chain link fence shall be not more than 1 3/4 inches (44 mm). Where the fence is provided with slats fastened at the top and bottom which that reduce the openings, such openings shall not exceed 1 3/4 inches (44 mm).

326.8 Gates. Access gates shall comply with the requirements of Sections 326.9 through 326.12 and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool or spa, shall be self-closing and shall have a self-latching device.

326.9 Utility or service gates. Gates not intended for pedestrian use, such as utility or service gates, shall remain locked when not in use.

326.10 Double or multiple gates. Double gates or multiple gates shall have at least not fewer than one leaf secured in place and the adjacent leaf shall be secured with a self-latching device. The gate and

barrier shall not have openings larger than 1/ 2 inch (12.7 mm) within 18 inches (457 mm) of the latch release mechanism.

326.11 Onground residential pool structure as a barrier. An onground residential pool wall structure or a barrier mounted on top of an onground residential pool wall structure shall serve as a barrier where all of the following conditions are present:

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, the wall complies with the requirements of Section 326.3 and the pool manufacturer allows the wall to serve as a barrier.
2. Ladders or steps used as means of access to the pool are capable of being secured, locked or removed to prevent access except where the ladder or steps are surrounded by a barrier that meets the requirements of Section 3110.
3. Openings created by the securing, locking or removal of ladders and steps do not allow the passage of a 4-inch (102 mm) diameter sphere.
4. Barriers that are mounted on top of onground residential pool walls are installed in accordance with the pool manufacturer's instructions.

326.12 Prohibited locations.

Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers.→

11-8-3 Temporary Permit:

The Building Administrator or Building Division Representative may approve the construction of part of a building or structure and shall endorse upon the plans and specifications for such part such approval before the entire plans and specifications for the whole building or structure have been submitted and approved, provided adequate information and detailed statements have been filed, complying with the pertinent requirements of this Code. Upon approval of the plans and specifications the Clerk shall issue a temporary permit, and the holder of such permit shall proceed at his or her own risk without assurance that the permit for the entire building or structure shall be granted.

11-8-4 Conflicts with State Law:

Nothing in this chapter or in the 2018 International Residential Code shall be construed to be in conflict with the State laws or State Housing Code. In the event of such conflict, the State laws will prevail.

11-8-5 Administration and Enforcement:

This chapter shall be enforced by the Building Official. No building permit or certificate of occupancy shall be issued by the Clerk unless in accordance with the provisions of this chapter.

11-9 Mechanical Code

11-9-1 Adoption of 2018 International Mechanical Code:

Pursuant to published notice and public hearing as required by law, the 2018 International Mechanical Code, and all the provisions of the International Mechanical Code Standards, published in the 2018 International Mechanical Code are hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2018 International Mechanical Code is on file in the office of the Clerk.

11-9-2 Amendments, Modifications, and Deletions:

The following amendments, modifications, additions and deletions to the 2018 International Mechanical Code are hereby made:

1. Delete all references to the "International Fuel Gas Code" and insert in lieu thereof "NFPA 54 and NFPA 58."
2. Modify Code Section: IMC 304.11
Remove and Insert the following language to the Exception:
Exception: Guards are not required where permanent fall arrest/restraint anchorage connector device that comply with ANSI/ASSE Z 359.1 are and affixed for the use during the entire lifetime of the roof covering. The devices shall be placed not more than 10 feet (3048 mm) on center along hip and ridge lines and places not less than 10 feet (3048 mm) from the roof edges and the open sides of walking surfaces.
3. Modify Code Section: IMC 306.1
Insert the following language at the end of the code section:

An unobstructed level working space at least 30 inches deep and 30 inches wide shall be provided on any side of equipment where service access is required. Code official or designee may approve service space reductions prior to equipment installation, provided manufacturer's instructions are met. (Excluding Suspended Ceiling)
4. Modify Code Section: IMC 306.5
Insert the following language at the end of the code section:
If the tenants of a multiple tenant building have, or are allowed to have, mechanical facilities on or which penetrate the roof, then roof access ladders must be provided for use by all such tenants and their agents and contractors in a manner that does not require accessing space under the control of another tenant.
5. Modify Code Section: IMC 306.5
Remove the Exception:
Exception: This shall not apply to Group R-3 occupancies.
6. Delete Code Section: IMC 307.2.4.1
Replace with the following language:
307.2.4.1 Ductless mini-split system traps: Ductless mini-split equipment that produces condensate shall be installed per manufacturer's instructions.

7. Delete Code Section: IMC 401.2

Replace with the following language:

401.2 Ventilation required. Every occupied space shall be ventilated by mechanical means in accordance with section 403. Where the air infiltration rate in a dwelling is less than 5 air changes per hour when tested with a blower door at a pressure of 0.2 inches of water column in accordance with Section 402.4.1.2 of the energy conservation code, the dwelling shall be ventilated by mechanical means in accordance with Section 403.

8. Delete Code Section: IMC 402.

9. Modify Code Section: IMC 508.1.1

Insert the following language at the end of the code section:

The temperature differential between makeup air and the air in the conditioned space shall not exceed 10°F (-12.22°C) except where the added heating and cooling loads of the makeup air do not exceed the capacity of the HVAC system. All kitchen makeup air shall be tempered.

Exception: An Iowa Registered Mechanical Engineer submits a report to the local jurisdiction verifying the kitchen HVAC system is capable of handling the additional load created by non-tempered make up air.

10. Modify Code Section: IMC 604.3

Insert the following language at the end of the code section:

The use of air-inflated/encapsulated duct wrap to achieve required R-values shall be prohibited.

11. Modify Code Section: IMC 603.1

Insert the following language at the end of the code section:

Air plenums and ducts located in floor and wall cavities shall be separated unconditioned space by construction with insulation to meet energy code requirements. These areas include but are not limited to exterior walls, cantilevered floors, and floors above garages.

12. Modify Code Section: IMC 603.6.1.1

Insert the following language at the end of the code section:

Flexible air ducts shall be designed and installed per manufacturer's installation instructions and requirements.

13. Modify Code Section: IMC 1107.5.4

Insert the following language at the end of the code section:

All press-connect fittings must be listed and labeled for refrigerant piping and installed per manufacturer's instructions.

11-9-3 Conflicts with State Law:

Nothing in this chapter or in the International Mechanical Code shall be construed to be in conflict with State law and in the event there is such a conflict, the State law shall prevail.

11-10 Electrical Code:

11-10-1 Purpose: Reliance Upon Chapter:

It is the purpose of this chapter to require architects, builders, contractors, property owners, their agents and others, to meet their responsibilities with respect to proper installation, construction, construction techniques and premises safety and to provide for inspections and fees as a means of compelling compliance therewith. It is not the purpose of this chapter to create any duty on the part of the City, its officers, agents or employees, owing to any individual member of the public or to protect any particular or circumscribed class of persons. Specifically, it is not the intent of this chapter to create any duty or liability by the City, its officers, agents or employees, to premises occupants, owners, tenants or any other person. No person shall place reliance upon this chapter, any inspections performed or certificates issued pursuant to this chapter, as indicating the safety of or quality of construction of any particular premises. Neither this chapter nor inspections made pursuant thereto nor certificates issued are intended to assume the duty of any person to adequately construct and maintain a premise or provide a safe premise or to, in any way, indicate a decrease in the risk associated with the use or occupancy of any premises. A certification that a premise has been inspected pursuant to this chapter shall not in any way constitute a warranty or guarantee of the safety or quality of that premises.

11-10-2 Interpretations:

The foregoing statements of legislative intent shall govern and take precedence over any other language contained in this chapter or the National Electrical Code adopted in this chapter.

11-10-3 Adoption:

Pursuant to state published notice and public hearing, as required by state law, the National Electrical Code (NEC), published by the National Fire Protection Association (NFPA 70), year and edition as amended and adopted by the State of Iowa Electrical Board, is adopted in full and shall constitute the "electrical code of the city of Grimes, Iowa". The use of the term "electrical code" in this chapter shall be interpreted to refer to the National Electrical Code (NEC), year and edition as adopted by the State of Iowa. An official copy of the National Electrical Code, as adopted, and a certified copy of this chapter, can be viewed in the Development Service Department.

11-10-4 Scope:

The provisions of this chapter shall apply to:

1. The electrical conductors, equipment and materials installed within or on public and private buildings and other premises;
2. The conductors that connect the installation to a supply of electricity and other outside conductors on the premises;

Additions to, alterations of and repairs to existing electrical equipment covered by this chapter shall comply with its provisions. When such additions, alterations or repairs are made, the Electrical Inspector may order other reasonable additions or alterations in a building or structure or on premises, when a danger to life or property may result if such other additions or alterations are not made. Installations which were in compliance with this chapter in existence at the time

such installations were made shall be presumed to be safe and proper, which presumption may be rebutted by evidence that the installation may be dangerous to life or property. If the classification of a building has been changed due to a change in occupancy, the wiring in the entire building shall comply with all the electrical standards applicable to the new classification. If the occupancy of a building has been changed to a mixed occupancy, each occupancy shall comply with its own particular classification and shall be wired in compliance with the electrical standards of its particular classification.

11-10-5 Application to Move Buildings:

Buildings or structures moved into or within the City shall comply with the provisions of this chapter for new buildings or structures.

11-10-6 Deletions, Modifications, and Amendments:

The following deletions, modifications and/or amendments are made to the National Electrical Code:

Article 120 Permits and Registration

120.1 Homeowners Performing Electrical Installations. Homeowners may apply for a permit when performing work on their own primary or non-rental/non-commercial property. Homeowner must pass a written exam prior to commencement of work and approval of permit, such exam shall be written and administered by the Building Official. This permit is valid during the code cycle the test was passed under.

120.2 Electrical Contractor's Registration. No person shall engage in the activity, or represent themselves to the public as engaging in the activity of installing, altering, maintaining or repairing any electrical equipment within the scope of this subchapter unless they have first registered with the City their State Electrical Contractor's License and those parties responsible for obtaining permits. Nothing contained in this section shall be deemed to exclude the performance of maintenance or sign wiring work by electrical contractors. The provisions of this section shall not apply to nor be deemed to include, the electrical work of a public utility, telephone, telegraph or railroad company where such electrical work is an integral part of the plant used by such companies in rendering its duly authorized service to the public.

120.3 Permits are not transferable. Electrical work performed under the provisions of this chapter must be done by a contractor meeting the licensing provisions as set forth by the Iowa Electrical Examining Board in accordance with Iowa Code Chapter 103. A responsible person or an electrician licensed by the State of Iowa Electrical Examining Board as a "Master A or B" may sign and obtain a permit for the contractor for which they are employed only when said responsible person or "Master A or B" has provided proof of employment or written confirmation by said licensed contractor. Any permit required by the provisions of this code may be revoked by the Building Official upon the violation of any provision of this code.

120.4 Submitting Permits. A State of Iowa licensed Electrical Contractor or Residential Contractor shall be allowed only to secure permits for himself or herself, or for a single firm or corporation. When a State of Iowa licensed electrical contractor has secured such a permit, only the employees of such contractor when meeting the provisions of Iowa Code Chapter 103 shall perform the work for which the permit was obtained.

Add Code Section and Exception: NEC 215.13.1 Townhomes not to be supplied through another.

NEC 215.13 Prohibited Locations. Feeders supplying townhomes shall not extend through any townhome unit other than the unit served. For the purposes of this provision, the term townhome shall mean a single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on not less than two sides.

Exception: If a recorded easement is established in a concealed space or attic within a townhome unit, feeders are allowed within that easement.

11-10-7 Official Copy. An official copy of the electrical code, as adopted by this chapter, including the certificate of the Clerk as to its adoption and effective date, is on file in the office of the Clerk.

11-10-8 Outstanding Permits. If an electrical permit is outstanding, the provisions of this chapter and the electrical code adopted hereby shall apply to work authorized by such permit, except to the extent that the electrical inspector shall determine that the application of such provisions to such work would be unreasonable. The burden shall be upon the holder of such permit to show the unreasonableness of such provisions.

11-10-9 Governments Exempt. The provisions of this code shall not apply to the United States of America and the State of Iowa or any of their agencies.

11-10-10 Conflict with Code. The words and numbers used in this chapter shall prevail if and when there is a variance in the words and numbers used in this chapter and in the *National Electrical Code*, adopted in this chapter.

11-11 Building Code

11-11-1 Adoption of 2018 Internationals Building Code:

Pursuant to published notice and public hearing as required by law, 2018 International Building Code is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2018 International Building Code is on file in the office of the Clerk.

11-11-2 Amendments, Modifications, and Deletions:

The following amendments, modifications, additions and deletions to the 2018 International Building Code are hereby made:

Delete Section 3109.1 replace with the following amendments:

A. Swimming Pools. No person shall maintain or use a swimming pool unless it conforms to the requirements of this chapter, and in the event that any swimming pool is found not to comply with the terms of this chapter, it shall constitute a nuisance within the definition of Chapter 6-8 of this Code of Ordinances and the City may invoke remedies and penalties provided in said chapter. This section provided for construction regulations and permit fees with regard to swimming pools.

B. The definition of a swimming pool shall be: SWIMMING POOLS. Any structure intended for swimming, recreational bathing or wading that has the capacity of containing water over 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground pools; hot tubs; spas and fixed-in-place wading pools.

C. Permit Required. No person shall construct or any alteration, addition, remodeling or other improvements to a swimming pool without a permit therefore. Swimming pools shall be maintained in accordance with the provisions of this chapter.

D. Application. A person seeking a permit shall make an application to the Clerk for such permit. The plans and specifications and plot plan, as well as other pertinent explanatory data, shall be submitted with each application.

E. Issuance of Permit. If the plans and specifications and plot plans meet the requirements of this chapter, a permit fee as adopted by resolution by the Grimes City Council.

F. Design Requirements. The materials used in lining swimming pools shall be light in color, impervious to water, and provide a tight tank with smooth and easily cleaned surfaces. Sand or dirt bottoms are prohibited.

G. Plumbing. All cross connections between the City water supply or the sewer system in the plumbing of a swimming pool shall be constructed in accordance with the 2018 Uniform Plumbing Code.

H. Electrical. All electrical construction shall be installed in accordance with the current National Electric Code.

I. This Ordinance shall apply to all existing and new swimming pools. All existing swimming pools shall comply within fourteen (14) days of the effective date of this ordinance.

For reference the IBC states the following:

3109.2 Residential swimming pools

Residential swimming pools shall comply with sections 3109.2.1 through 3109.11

3109.2.1 General. The provisions of this section shall apply to the design of barriers for pools and spas. These design controls are intended to provide protection against the potential drowning and near drowning by restricting access to such pools or spas. These requirements provide an integrated level of protection against potential drowning through the use of physical barriers and warning devices restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies

with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 3109.3 through 3109.11.

Exceptions:

1. Spas and hot tubs with a lockable safety cover that complies with ASTM F 1346.
 2. Swimming pools with a powered safety cover that complies with ASTM F 1346.
- 3109.2.2 Outdoor swimming pools and spas. Outdoor pools and spas and indoor swimming pools shall be surrounded by a barrier that complies with Sections 3109.3 through 3109.11.

3109.3 Barrier height and clearances. Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall be not less than 48 inches (1219 mm) above grade where measured on the side of the barrier that faces away from the pool or spa.
2. Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the pool or spa structure. Where the barrier is mounted on the top of the pool or spa, the vertical clearance between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).

3109.4 Openings. Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.

3109.5 Closely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the pool or spa side of the fence. Spacing between vertical members shall not exceed 1 3/4 inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1 3/4 inches (44 mm) in width.

3109.6 Widely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, the interior width of the cutouts shall not exceed 1 3/4 inches (44 mm).

3109.7 Chain link dimensions. The maximum opening formed by a chain link fence shall be not more than 1 3/4 inches (44 mm). Where the fence is provided with slats fastened at the top and bottom which that reduce the openings, such openings shall be not greater than 1 3/4 inches (44 mm).

3109.8 Gates. Access gates shall comply with the requirements of Sections 3109.9 through 3109.11 and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool or spa, shall be self-closing and shall have a self-latching device.

3109.9 Utility or service gates. Gates not intended for pedestrian use, such as utility or service gates, shall remain locked when not in use.

3109.10 Double or multiple gates. Double gates or multiple gates shall have at least not fewer than one leaf secured in place and the adjacent leaf shall be secured with a self-latching device. The gate and

barrier shall not have openings larger than 1/ 2 inch (12.7 mm) within 18 inches (457 mm) of the latch release mechanism.

3109.11 Onground residential pool structure as a barrier. An onground residential pool wall structure or a barrier mounted on top of an onground residential pool wall structure shall serve as a barrier where all of the following conditions are present:

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, the wall complies with the requirements of Section 3109.3 and the pool manufacturer allows the wall to serve as a barrier.
2. Ladders or steps used as means of access to the pool are capable of being secured, locked or removed to prevent access except where the ladder or steps are surrounded by a barrier that meets the requirements of Section 3110.
3. Openings created by the securing, locking or removal of ladders and steps do not allow the passage of a 4-inch (102 mm) diameter sphere.
4. Barriers that are mounted on top of onground residential pool walls are installed in accordance with the pool manufacturer's instructions.

3109.12 Prohibited locations.

Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers.

Delete Chapter 113 Board of Appeals - Replace with:
City Ordinance Chapter 3-6 Board of Appeals

Delete Code Section: IBC 308.5.4

Replace with and add the following language:

308.5.4 Eight or fewer persons receiving care in a dwelling unit. Eight or fewer persons receiving care in a dwelling unit. A facility such as the above within a dwelling unit and having eight or fewer persons receiving custodial care shall be classified as a group R-3 occupancy or shall comply with the International Residential Code.

Exception: Day care facilities that provide custodial care for 16 or fewer persons for less than 24-hours per day in a single-family dwelling, and where registered with the State of Iowa Department of Human Services as child development homes on or before January 1, 2017, are permitted to comply with the International Residential Code."

Delete Code Section: IBC 310.4.1

Replace with and add the following language:

310.4.1 Care facilities within a dwelling. Care facilities within a dwelling refer to 308.5.4.

Modify Code Section: IBC 403.3.2 (correlation: IFC 914.3.1.2)

Replace with the following language:

403.3.2 Water supply to required fire pumps. Required fire pumps shall be supplied by connections to a minimum of two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: Two connections to the same main shall be permitted provided the main is valved such that an interruption can be isolated so that the water supply will continue without interruption through at least one of the connections.

Delete Code Section: IBC 423.4 (including subsections 432.4.1 and 423.4.2)

Replace with and add the following language:

423.4 Group E occupancy. In areas where the shelter design wind speed for tornadoes is 250 mph in accordance with Figure 304.2 (1) of ICC 500, all Group E occupancies with a program occupant load of 50 or more shall have a storm shelter constructed in accordance with Chapters 1 through 5 & 8 of ICC 500.

The installation of portable buildings for utilization on the campus or site for educational purposes is considered new construction and classified as Group E occupancies.

Exceptions:

- 1 Group E day care facilities.
2. Group E occupancies accessory to place of religious worship.
3. Buildings meeting the requirements for shelter design in ICC 500.
4. Accessory structures to existing group E sites where the occupancy classification of said structures are classified as Groups A-5 and U

423.4.1 Required Occupant Capacity. The required occupant capacity of the storm shelter shall include all buildings classified as a Group E occupancy on the campus or site (whichever is larger) and shall be the greater of the following:

1. The total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy.
2. The occupant load of any indoor assembly space that is associated with the Group E occupancy.

Exceptions:

1. Where a new building is being added on an existing Group E site, and where the new building is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on-site, the storm shelter shall at a minimum accommodate the required capacity for the new building.
2. Where approved by the code official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the campus or site.

423.4.2 Location. Storm shelters shall be located within the buildings they serve, or shall be located where the maximum distance of travel from not fewer than one exterior door of each building to a door of the shelter serving that building does not exceed 1,000 feet.

IBC Section Replace with the following:

Delete Code Section: IBC 502.1

Replace with the following language:

502.1 Address identification. New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall be black or white and shall contrast with their background. Where required by the *fire code official*, address numbers shall be provided in greater dimension or additional *approved* locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and a minimum stroke width as dictated by Table 505.1. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

Table 502.1

Minimum Height and Stroke Width^{a b}

Distance from the centerline of the Public Way (ft)		Minimum Height (in)	Minimum Stroke Width (in)
Less than 100		4	1/2
100	199	6	3/4
200	299	8	1
For each additional 100		Increase 2	Increase 1/2

^a Exterior suite identification, minimum height shall be 4 inches and stroke width shall be 1/2 inch.

^b Interior suite identification, minimum height shall be 2 inches and stroke width shall be 1/4 inch.

Add Exception to Code Section: IBC 707.5

Add the following language (Exception #3):

707.5 covers fire barriers/continuity and this adds an exception for shaft enclosures to the section.

3. Shafts required to be constructed as per section 713.3.2 having exterior walls that are not required to be fire rated per section 707.4 shall be permitted to be constructed of materials permitted by the building

type of construction so long as a complete non-combustible separation of 2 hours is provided between the shaft and adjoining structure. In addition, the provisions of section 1023.7 shall be met.

Delete Code Section: IBC 713.3

Replace with the following language:

713.3 Materials. Shaft enclosures shall be as described in Sections 713.3.1 and 713.3.2.

Add Code Section: IBC 713.3.1

Add the following language:

713.3.1 – 1 Hour Shafts. Shafts that are allowed to have a fire resistance rating of 1 hour or less are allowed to be constructed of materials permitted by the building type of construction.

Add Code Section: IBC 713.3.2

Add the following language:

713.3.2 – 2 Hour Shafts. Shafts that are required to have a fire resistance rating of 2 hours or more serving Interior exit stairs or Interior exit ramps shall be constructed of concrete or masonry. All other shafts that are required to have a fire resistance rating of 2 hours or more shall be constructed of non-combustible materials.

Insert New Code Section: IBC 902.1.1.1 (correlation: IFC 901.4.6.1.1)

Language:

902.1.1.1 Fire Sprinkler Riser Room.

A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be accessed from the electrical room, but the electrical room may be accessed from the fire riser room.

Delete Section 903.2 Fire Sprinkler requirements, inserted in the Fire Code Ordinance Chapter 154

903.4.2 Alarms.

An approved weather proof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Modify Code Section: IBC 903.3.1.2 (correlation: IFC 903.3.1.2)

Replace with the following language:

903.3.1.2 NFPA 13R sprinkler systems. *Automatic sprinkler systems* in Group R and I occupancies up to and including four stories in height in buildings not exceeding 60 feet (18 288 mm) in height above grade plane shall be installed throughout in accordance with NFPA 13, unless allowed to be sprinklered in accordance with NFPA 13D by the *International Building Code*. The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 of the *International Building Code* shall be measured from the horizontal assembly creating separate buildings.

903.2.11.1.3 Basements

Where any portion of a *basement* is located more than 75 feet (22 860 mm) from openings required by Section 903.2.11.1, the *basement* shall be equipped throughout with an *approved automatic sprinkler system*.

Insert Code Section: IBC 905.3.9 (correlation: IFC 905.3.9)

Language:

905.3.9 Building Footprint and Access

Where the most remote portion of a floor or story is more than 400 feet from a hose connection or fire department access road the fire code official is authorized to require standpipes to be provided in *approved* locations. Class I manual standpipes shall be allowed.

Modify Code Section: IBC 907.2 (correlation: IFC 907.2)

Add the following exception:

3. Prior to July 1, 2016 any jurisdiction requiring reduced fire areas or reduced occupant loads in 907.2.1 through 907.2.23 may continue to utilize these methods as previously established by local jurisdiction determining the requirements for fire alarm systems in Section 907.2.1 through 907.2.23.

Insert Code Section: IBC 907.1.4 (correlation: IFC 907.1.4)

Language:

907.1.4 FACP (Fire Alarm Control Panels)

Each building shall have no more than 1 FACP.

Installation of fire alarm panel shall not exceed six feet in height measured from the floor to the top of the unit.

Exception: Suppression system releasing panels are not required to meet the height requirement or the limitation in the number of panels.

Modify Code Section: IBC 907.6.6 (correlation: IFC 907.6.6)

Replace with the following language:

907.6.6 Monitoring

Fire alarm systems required by this chapter or by the International Building Code shall be monitored by a central station approved and listed under UL 827 in accordance with NFPA 72.

Exception: Monitoring station is not required for:

1. Automatic sprinkler and fire alarm systems in one- and two- family dwellings.

Section 907.2.9, of the IFC (correlation: IBC 907.2.9), is hereby amended by adding a new section, 907.2.9.4 and subsections 907.2.9.4.1 through 907.2.9.4.3 as follows:

907.2.9.4 Group R-4. Fire alarm systems and smoke alarms shall be installed in Group R- 4 occupancies as required in Sections 907.2.10.1 through 907.2.10.3.

907.2.9.4.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-4 occupancies.

Exceptions:

1. A manual fire alarm system is not required in buildings not more than two stories in height where all

individual sleeping units and contiguous attic and crawl spaces to those units are separated from each other and public or common areas by not less than 1-hour fire partitions and each individual sleeping unit has an exit directly to a public way, egress court or yard.

2. Manual fire alarm boxes are not required throughout the building where all of the following conditions are met:

2.1 The building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2.

2.2 The notification appliances will activate upon sprinkler water flow.

2.3 Not fewer than one manual fire alarm box is installed at an *approved* location.

3. Manual fire alarm boxes in resident or patient sleeping areas shall not be required at *exits* where located at all nurses' control stations or other constantly attended staff locations, provided such stations are visible and continuously accessible and that the distances of travel required in Section 907.4.2.1 are not exceeded.

907.2.10.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in corridors, waiting areas open to corridors and habitable spaces other than sleeping units and kitchens. Exceptions: 1. Smoke detection in habitable spaces is not required where the facility is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1. 2. An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress door opening directly to an exit or to an exterior exit access that leads directly to an exit.

907.2.10.3 Smoke alarms. Single- and multiple-station smoke alarms shall be installed in accordance with Section 907.2.11.

Modify Code Section: IBC 910.2.1 (correlation: IFC 910.2.1)

Replace with the following language:

910.2.1 Group F-1 or S-1. Smoke and heat vents installed in accordance with Section 910.3 or a mechanical smoke removal system installed in accordance with Section 910.4 shall be installed in buildings and portions thereof used as a Group F-1 or S-1 occupancy having more than 30,000 square feet (2787 m²) of undivided area. In occupied portions of a building equipped throughout with an automatic sprinkler system in accordance with 903.3.1.1, where the upper surface of the story is not a roof assembly, a mechanical smoke removal system in accordance with Section 910.4 shall be installed. Exception: Group S-1 aircraft repair hangars.

Modify Code Section: IBC 1008.3.3 (correlation: IFC 1008.3.3)

Replace Item # 5 with the following language:

1. Restrooms containing at least one water closet/urinal or that are accessible.

1008.3.3 Rooms and spaces. In the event of a power supply failure, an emergency electrical system shall automatically illuminate all of the following areas:

1. Electrical equipment rooms
2. Fire command centers

3. Fire pump rooms
4. Generator rooms
5. Public restrooms that contain more than one water closet/urinal or that are accessible
6. Meeting/conference rooms with an area greater than 400 square feet.
7. Classrooms in an E occupancy with an area greater than 400 square feet.

Modify Code Section: IBC 1009.2 (correlation: IFC 1009.2)

Add Item # 11 with the following language:

11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Modify Code Section: IBC 1010.1.6 (correlation: IFC 1010.1.6.1)

Replace with the following language:

1010.1.6.1 For landings required by Section 1010.1.5 to be at the same elevation on each side of the door exterior landings at doors shall be provided with frost protection.

Modify Code Section: IBC 1010.1.9.1 (correlation: IFC 1010.1.9.1)

Replace with the following language:

1010.1.9.1 Hardware. Door handles, pulls, latches, locks and other operating devices on doors required to be accessible by Chapter 11 of the International Building Code shall not require tight grasping, tight pinching or twisting of the wrist to operate. This includes thumb turn locks.

Insert Code Section: IBC 1013.1.1 (correlation: IFC 1013.1.1)

Language:

1013.1. 1 Additional Exit Signs.

Exit signs may be required at the discretion of the Code Official to clarify an exit or exit access.

Add Code Section: IBC 1015.9 (correlation: IFC 1015.9)

Insert the following language:

1015.9 Walking surfaces. A guard shall be provided along retaining walls where a finished walking surface such as sidewalks, patios, driveways, parking lots or similar is located on the top side of a retaining wall. The guard shall be installed along any portion of the wall measuring 30 inches or greater in height measured at any point within 36 inches horizontally to the edge of the open side. A guard shall not be required along portions of the retaining wall where the horizontal distance between the edge of the finished walking surface and the face of the wall is greater than 72 inches.

Insert Code Section: IBC 1028.5.1 (correlation: IFC 1028.5.1)

Language:

1028.5.1 Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Insert Code Section: IBC 1030.4.3 (correlation: IFC 1030.4.3)

Language:

1030.4.3 Window wells drainage. All window wells shall be provided with approved drainage.

Modify Code Section: IBC 1301.1

Replace with the following language:

Section 1301.1 Scope. The provisions of the International Energy Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency. Administration shall be as prescribed in chapter 1 of the currently State adoption of the IECC and these regulations shall be known as the City of Grimes.

Modify Code Section: IBC 1608.2

Replace with the following language:

1608.2 Ground Snow Load. The ground snow load to be used in determining the design snow load for roofs is hereby established at 30 pounds per square foot. Subsequent increases or decreases shall be allowed as otherwise provided by code, except that the minimum allowable flat roof snow load may be reduced to not less than 80 percent of the ground snow load.

11-11-3 Temporary Permit:

The Building Administrator or Building Division Designee may approve the construction of part of a building or structure and shall endorse upon the plans and specifications for such part such approval before the entire plans and specifications for the whole building or structure have been submitted and approved, provided adequate information and detailed statements have been filed, complying with the pertinent requirements of this Code. Upon approval of the plans and specifications the Clerk shall issue a temporary permit, and the holder of such permit shall proceed at his or her own risk without assurance that the permit for the entire building or structure shall be granted.

11-11-4 Conflict with State Laws:

Nothing in this chapter or in the 2018 International Building Code shall be construed to be in conflict with the State laws or State Housing Code. In the event of such conflict, the State laws will prevail.

11-11-5 Administration and Enforcement:

This chapter shall be enforced by the Building Official. No building permit or certificate of occupancy shall be issued by the Clerk unless in accordance with the provisions of this chapter.

11-11-6 Climate and Geographical Criteria:

Amend IRC Table R301.2(1) to read as follows:

TABLE R301.2(1) CLIMATE AND GEOGRAPHICAL CRITERIA

Ground Snow Load	Wind Design		Seismic Design Category	Subject to Damage From			Winter		Flood Hazards	Air Freezing Index	Mean Annual Temp
	Speed MPH	Topograph effects		Weathering	Frost line Depth	Termite	Design Temp	Ice Barrier Req'd	NFIP Acceptance Zone C		

30 PSF	90	NO	A	Severe	42"	Mod/ Heavy	-5F	Yes	30-Sep-83 – No local amendments.	1833	48.6
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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.

11-12 Existing Building Code

11-12-1 Adoption of 2018 International Existing Building Code:

Pursuant to published notice and public hearing as required by law, the 2018 International Existing Building Code, and all the provisions of the International existing Building Code Standards, published in the 2018 International Existing Building Code are hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2018 International Existing Building Code is on file in the office of the Clerk.

11-12-2 Amendment, Modifications and Deletions:

The following amendments, modifications, additions and deletions to the 2018 Existing Building Code are hereby made:

Delete Chapter 112 Board of Appeals - Replace with:
City Ordinance Chapter 3-6 Board of Appeals

Modify Code Section: IEBC 1001.2

Add the following language: An application for Zoning Compliance Certification shall be submitted to the Development Services Department prior to the Building Division issuing a Change of Certificate of Occupancy.

Delete Code Section: IEBC 1106

Replace with the following language (sections 1106.1, 1106.1.2, & 1106.1.3):

Section 1106.1 Addition to a Group E occupancy. Where an addition is added to an existing Group E occupancy located in an area where the shelter design wind speed for tornadoes is 250 mph in accordance with Figure 304.2 (1) of ICC 500 and the occupant load of the addition is 50 or more, the addition shall have a storm shelter constructed in accordance with Chapters 1 through 5 & 8 of ICC 500.

For the purposes of this section the installation of portable buildings for utilization on the campus or site for educational purposes shall be considered as an addition. Exceptions: 1. Group E day care facilities. 2. Group E occupancies accessory to place of religious worship. 3. Additions meeting the requirements for shelter design in ICC 500. 4. Accessory structures and additions to existing group E sites where the occupancy classification of said structures are classified as Groups A-5 and U

The aggregate area of all additions within a 10 (ten) year period shall be factored when determining the requirements of this section.

1106.1.2 Required Occupant capacity. The required occupant capacity of the storm shelter shall include all buildings classified as a Group E occupancy on the campus or site, whichever is larger and shall be

the greater of the following: 1. The total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy. 2. The occupant load of any indoor assembly space that is associated with the Group E occupancy.

Exceptions: 1. Where an addition is being added on an existing Group E site, and where the addition is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on-site, the storm shelter shall at a minimum accommodate the required capacity for the addition. 2. Where approved by the code official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the campus or site.

1106.1.3 Location. Storm shelters shall be located within the buildings they serve or shall be located where the maximum distance of travel from not fewer than one exterior door of each building to a door of the shelter serving that building does not exceed 1,000 feet.

11-12-3 Conflicts with State Law:

Nothing in this chapter or in the International Mechanical Code shall be construed to be in conflict with State law and in the event, there is such a conflict, the State law shall prevail.

11-13 Fuel Gas Code

11-13-1 Adoption of 2018 International Existing Fuel Gas Code:

Pursuant to published notice and public hearing as required by law, the 2018 International Mechanical Code, and all the provisions of the International Fuel Gas Code Standards, published in the 2018 International Fuel Gas Code are hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2018 International Fuel Gas Code is on file in the office of the Clerk.

11-13-2 Amendment, Modifications and Deletions:

The following amendments, modifications, additions and deletions to the 2018 International Fuel Gas Code are hereby made:

Add Code Section to 402:

Add the following language:

Section 402 Corrugated Stainless Steel. Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section 7.13.2. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

11-13-3 Conflicts with State Law:

Nothing in this chapter or in the International Fuel Gas Code shall be construed to be in conflict with State law and in the event there is such a conflict, the State law shall prevail.

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 12-1-3 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 12-1-3 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 12-5-10(2)(E) and 12-5-10(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 12-1-3 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 12-3-2 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: An unnamed public right-of-way, other than a street, twenty (20) feet or less in width providing secondary means of access to the rear and side of abutting properties and which may be used for public vehicular and utility access.

ASSISTED LIVING FACILITY: A combination of housing, supportive services, personalized assistance, and health care designed to respond to the individual needs of those who need help with activities of daily living. A facility with a central or private kitchen, dining, recreational, and other facilities, with separate bedrooms or living quarters, where the emphasis of the facility remains residential.

BASEMENT: A floor that is partially or entirely below grade.

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.

CHILD CARE FACILITY OR DAYCARE: 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 minors, for compensation.

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.

COMMERCIAL ENTERTAINMENT: Any establishment (indoors or outdoors) where entertainment, either passive or active, is provided for the pleasure of the patrons, either independent or in conjunction with any other use. Such entertainment includes but is not limited to sports, games, music, dancing, comedy, acting.

COMMERCIAL SCHOOL OR STUDIO: Establishment providing instruction to students for compensation including dance studios, music studios, martial arts studios, gymnastics facilities, art studios, and learning centers.

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.

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 12-16-1(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.

FLEXIBLE SPACE: Buildings that are constructed to include multiple tenants, generally including retail, restaurant, office and warehouse users.

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: An establishment providing retail sale or supply of fuels, air, vacuum and carwash services, and other operating commodities or accessories for motor vehicles but not including space or facilities for the storage, painting, major repair, refinishing, body work or other major servicing of motor vehicles. Such an establishment may offer for sale at retail other convenience items as a clearly secondary activity.

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.

HOME IMPROVEMENT STORE: An establishment selling various hardware, building materials, lawn care supplies, household appliances, and/or furniture.

HOME OCCUPATION: An occupation or business operated within a dwelling unit, and that is operated in compliance with the regulations set forth in the Grimes Zoning Ordinance.

HOTEL OR MOTEL: A building in which lodging is provided and offered to the public for compensation, and which is open to transient guest, in contradistinction to a boarding or rooming house.

INDEPENDENT LIVING FACILITY: A residential complex containing independent dwelling units designed for and principally occupied by senior citizens. Such facilities offer minimal convenience services such as a congregate meals program in a common dining area, but exclude institutional care such as medical or nursing care and are distinguished from assisted living facilities.

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.

KENNEL: Refers to the keeping of any dogs, cats, or other domestic animals for sale, breeding, boarding, or treatment purposes except:

In a pet shop.

The keeping of five (5) or more dogs, six (6) months or older, on premises used for residential purposes.

The keeping of more than one (1) dog on vacant property or on property used for business or commercial purposes.

LODGING OR ROOMING HOUSE: A building where a room or rooms are provided for compensation for four (4) or more unrelated persons, usually for more than one night.

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.

OBSCENITY: Speech is defined as obscene if the average person, applying contemporary community standards, would find that the work, taken as a whole, appeals to the prurient interest, if the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law, if the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.

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 permanent hard surface area of not less than 162 square feet plus necessary maneuvering space for the parking of a motor vehicle.

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.

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 words, lettering, figures, numerals, emblems, symbols, logos, graphics, devices, trademarks, trade names, or any other figure of similar character, or any combination thereof, by which anything is made known and which is designed to attract attention or convey a message.

SIGN, A-FRAME: A temporary sign, constructed of wood, cardboard, plastic, or other lightweight and rigid material having the capability to stand on its own supports and being portable. This definition shall include T-Frame signs and sandwich board signs.

SIGN AREA: The area of a sign as determined by the Zoning Administrator in accordance with section 12-14-7 of this title.

SIGN, AWNING: A nonilluminated sign that is either attached to, affixed to, or painted on an awning or canopy.

SIGN, BAG: A temporary cover made of a cloth or canvas material, used to alter the message of an obsolete sign until such time as it is replaced with a new sign.

SIGN, BANNER: A temporary sign composed of lightweight material either enclosed in a rigid frame or not enclosed, secured or mounted to a structure or post on two (2) or more edges. A national, State or Municipal flag, or the official flag of any institution or business is not considered a banner.

SIGN, BILLBOARD; An off-premises sign, displayed out of doors or visible from a public way.

SIGN, BUILDING MOUNTED: Any sign attached to or erected against the wall of a building, with the exposed face of the sign in a plane parallel with a plane of said wall.

SIGN, CAPSULE: A sign fabricated from metal, aluminum or some other material with a face constructed out of a panel product.

SIGN, CITY FACILITY: A sign erected and maintained by or on behalf of the City for the purpose of advancing the City's goals and vision established within the Grimes Strategic Plan, Grimes Comprehensive Plan, and Grimes Parks and Trails Plan.

SIGN, COMMERCIAL: A temporary or permanent sign which contains any message, statement or expression related to commercial interests.

SIGN, OBSOLETE: Any sign face remaining in place for a period of thirty (30) days or more which no longer advertises an activity, business, product, or service available.

SIGN, DETACHED RIGID: A temporary sign, typically constructed out of a stiff or nonflexible material and mounted to poles/posts or a similar style support structure.

SIGN, DIRECTIONAL: A sign, other than warning and regulatory signs, which is located on private property for the purposes of directing traffic through the site or development. Examples of these signs include and are similar to enter and exit signs and drive-thru signs.

SIGN, ELECTRONIC CHANGEABLE COPY: The graphical content, in letter or numerical form, of an electronic message board sign, which can be changed or altered automatically through electrical or electronic means.

SIGN, ELECTRONIC MESSAGE BOARD: A sign with an electronic changeable copy.

SIGN FACE OR SURFACE: The copy area, background area, and the peripheral encasement, structural elements, or trim, which forms the outer perimeter of the sign.

SIGN, GROUND MOUNTED: A ground sign that does not have any exposed pole or pylon, and is attached to a single columnar base. Ground mounted signs shall be constructed with materials chosen for their

consistency with the principal building, as well as their durability and strength, in addition to the aesthetic values. Ground mounted signs are only permitted for nonresidential uses.

SIGN, GROUND MOUNTED SIGN STRUCTURE: A ground mounted sign together with its base and surround.

SIGN HEIGHT: The vertical distance from the average finished road grade at the sign location to the highest point of the sign.

SIGN, MANUAL CHANGEABLE COPY: The graphical content, in letter or numerical form, of a sign, which can be changed or altered by manual placement of letters or symbols.

SIGN, NON-COMMERCIAL: A temporary or permanent sign which contains no message, statement or expression related to commercial interests.

SIGN, NONCONFORMING: A sign that does not conform to the regulations provided herein.

SIGN, NUMBER OF: For the purpose of determining the number of signs, a sign is considered to be a single display surface or displaying device containing elements organized, related and composed to form a unit. Where matter is displayed in a random manner without organized relationship of elements, each element is considered a single sign.

SIGN, OFF-PREMISE: Any sign advertising any products, accommodations, services or activities not provided on the premises in which the sign is placed.

SIGN, BUILDING PANEL: A sign consisting of a frame which may be covered by a translucent material, which may be internally illuminated. The placement of individual letters at least one inch (1") in depth on a metal, stone, or Dryvit surface is not considered a panel sign.

SIGN, PERSON: Any form of signage that may be accomplished through gestures, signals, costumes, or carrying of "signs, temporary" (as defined in this section) by persons affiliated with a business to advertise, promote or draw attention to such business.

SIGN, POLE: A sign which is erected upon one or more posts or pylons directly in or upon the ground and not attached to, or braced by, any other structure.

SIGN, POLITICAL: A temporary sign erected for the purpose of soliciting votes or support for or in opposition to any candidate or any political party under whose designation any candidate is seeking nomination or election or any public question on the ballot in an election held under the laws of the State of Iowa.

SIGN, PORTABLE: Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported by the means of wheels, trailers or chassis, whether or not the wheels are presently attached; signs constructed as or converted to A- or T-frames; menu and sandwich board signs; balloons or other hot air or gas filled figures; and signs attached to or painted on vehicles parked and visible from the public right-of-way and not being used in the normal day to day operations of the business excluding storage.

SIGN, PROJECTING: A sign attached to and projecting generally at right angles from a building wall or other structure.

SIGN, ROOF: A sign erected on or above the roof of a building.

SIGN, SERVICE: A sign identifying parking and handicapped parking, restrooms, public telephone facilities, first aid stations, fallout shelters and other similar public service facilities.

SIGN, SUBDIVISION: A sign identifying the name of a residential or commercial complex, subdivision, or neighborhood development included on a landscape feature including planter beds, fountains, decorative walls or fences.

SIGN, TEMPORARY: Any residential or non-residential sign, not permanently attached to a building, post, or ground, including, but not limited to, banners, sandwich boards, sign persons, balloons, streamers, and air-filled figures, not to be continued after the expiration of the allowed time period.

SIGN, TEMPORARY RESIDENTIAL USE: Any sign placed on a property that is residential in nature. For the purposes of these signs, multi-family uses shall not be considered residential uses.

SIGN, TEMPORARY NON-RESIDENTIAL USE: Any temporary sign placed on a property that is not residential in nature. For the purposes of these signs, multi-family uses are considered non-residential uses.

SIGN, TRAFFIC CONTROL: A public or private sign, permanently installed to warn, regulate, and control vehicles, pedestrians and bicyclists. Examples of these signs include and are similar to stop signs, no parking signs, and speed limit signs.

SIGN, VEHICLE: Any sign, logo, or advertisement placed, painted, attached, or displayed on a vehicle advertising a company, store or service and displayed in a manner to attract attention from off premises. Logoed vehicles parked in approved parking spaces shall not be considered vehicle signs.

SIGN, VIDEO MESSAGE BOARD: An electronic sign or screen displaying videos, animations, or similar moving graphics.

SIGN, YARD: A small temporary sign, typically constructed out of corrugated plastic, or similar light weight material.

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.

VETERINARY CLINIC: A place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel shall be limited to short-time boarding and shall be only incidental to such hospital use.

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 12-15-1 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 Section 12-11-1 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 Section 12-11-2 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 9-14 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 12-5-2 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 Section 12-12-1 for minimum requirements subject to the modifications contained in Section 12-19-1.
 - 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 12-15-4 and 12-15-5.
 - 8. Site Plans. Site plans shall be required in accordance with the provisions of Section 12-17-1 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 12-5-2.
- 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 Section 12-12-1 for minimum requirements subject to the modifications contained in Section 12-19-1.

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 12-15-4 and 12-15-5.

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 Section 12-12-1 for minimum requirements subject to the modifications contained in Section 12-19-1.
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 12-15-4 and 12-15-5.

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 Section 12-12-1 for minimum requirements subject to the modifications contained in Section 12-19-1.
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 12-15-4 and 12-15-5.

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 Section 12-12-1 for minimum requirements subject to the modifications contained in Section 12-19-1.
 - 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 12-15-4 and 12-15-5.

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 12-7-6 and 12-7-7 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 12-7-6(R-3 MED) and 12-7-7 (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 Section 12-12-1 and Table 165.49 for minimum requirements subject to the modifications contained in Section 12-19-1.
- 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 12-15-4 and 12-15-5.
- 7. Site Plans. Site plans shall be required in accordance with the provisions of Section 12-17-1 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 Section 12-12-1 and Table 165.49 for minimum requirements subject to the modifications contained in Section 12-19-1.
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 12-15-4 and 12-15-5.
7. Site Plans. Site plans shall be required in accordance with the provisions of Section 12-17-1 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 12-19-1.

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 12-1-4 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 Title 13 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 Title 13. 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 Title 13 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 12-15-4 and 12-15-5, 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 12-16-1, 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 12-19-1.

- 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 12-19-1.

- 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 12-15-4 and 12-15-5.
6. Site Plans. Site plans shall be required in accordance with the provisions of Section 12-17-1 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 12-1-4, 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 12-17-1 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 12-1-4, 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 12-15-4 and 12-15-5.

8. Site Plans. Site plans shall be required in accordance with the provisions of Section 12-17-1 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 12-15-4 and 12-15-5. 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 12-19-1.

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 12-17-1 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 12-15-4 and 12-15-5.

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 12-19-1.

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 12-15-4 and 12-15-5.

7. Site Plans. Site plans shall be required in accordance with the provisions of Section 12-17-1 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 12-19-1.

- 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 12-15-4 and 12-15-5.

7. Site Plans. Site plans shall be required in accordance with the provisions of Section 12-17-1 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 12-19-1.
- 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 12-15-4 and 12-15-5.
6. Site Plans. Site plans shall be required in accordance with the provisions of Section 12-17-1 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 12-11-1 (7) 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 12-17-1 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 12-15-4 and 12-15-5 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 12-11: Highway 141 Mixed Use Development Corridor District, and are not used to reinforce the provisions of the ordinance. Chapter 12-11 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 ledgement. 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 Chapter 12-14 of the Grimes Zoning Ordinance shall apply.

27. WAIVER OF REQUIREMENTS. Any one or more of the requirements set forth in Chapter 12-11 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 12-19-1 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 12-11-2 (7), 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 12-19-1-7 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 12-15-4 and 12-15-5 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 12-11-2 (17). Parking lot lights shall conform to the outdoor lighting requirements set forth in Section 12-11-2 (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 12-14 of the Grimes Zoning Ordinance shall apply.

19. WAIVER OF REQUIREMENTS. Any one or more of the requirements set forth in the Chapter 12-11-2 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	
						ft/each	ft/each	1 1/2 Stories	2-3 Stories		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 12-12-2 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 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*.

12-14-2 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.

12-14-3 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 12-1-3 of the Grimes Code of Ordinances.

12-14-4 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.

12-14-5 PROHIBITED SIGNS AND CONDITION

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.

12-14-6 DESIGN STANDARDS

- A. 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.
- B. 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.
- C. 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.

D. 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.

E. 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.

F. 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.

G. EMISSIONS PROHIBITED. No sign shall emit audible sound, noticeable odor, smoke, or other visible matter.

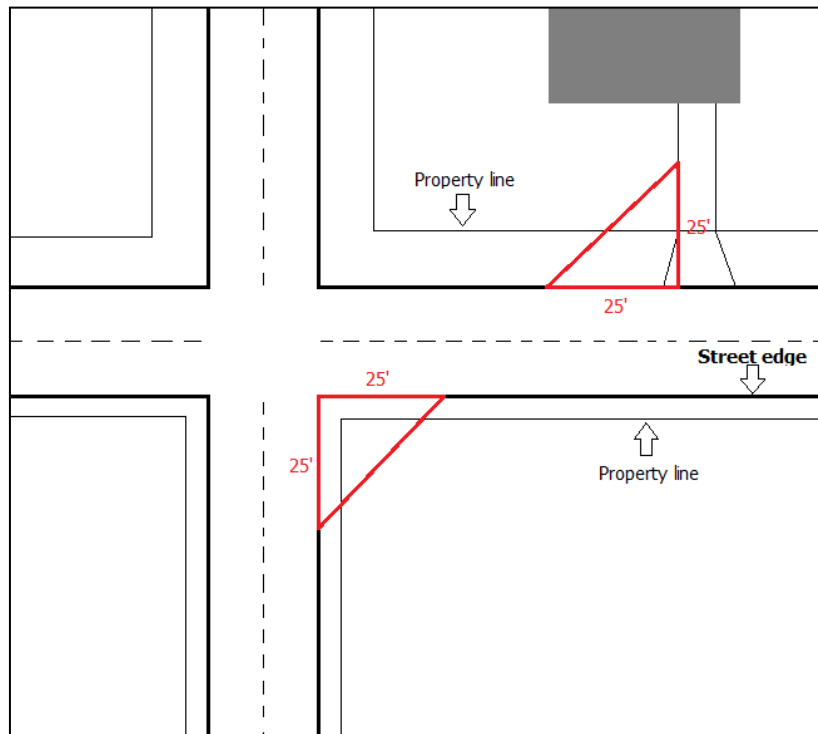
H. OBSTRUCTION OF FIRE EXITS, LIGHT, OR VENTILATION. No sign shall be permitted to obstruct or interfere in any way with free use of any door, window, fire escape, nor to obstruct or impair operation of any opening required for or ventilation.

I. 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.

J. 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 ($2\frac{1}{2}$) 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 12-14A.

K. SIGN COLORS. Sign colors shall be earth tone or neutral colors or match the national franchise or business branding.

Figure 12-14A Vision Triangle



12-14-7 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.

12-14-8 GROUND-MOUNTED SIGNS

A. 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.

B. 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 12-14B and 12-14C below for additional details.

Figure 12-14B Ground-Mounted Signs Parallel to the Right-of-Way

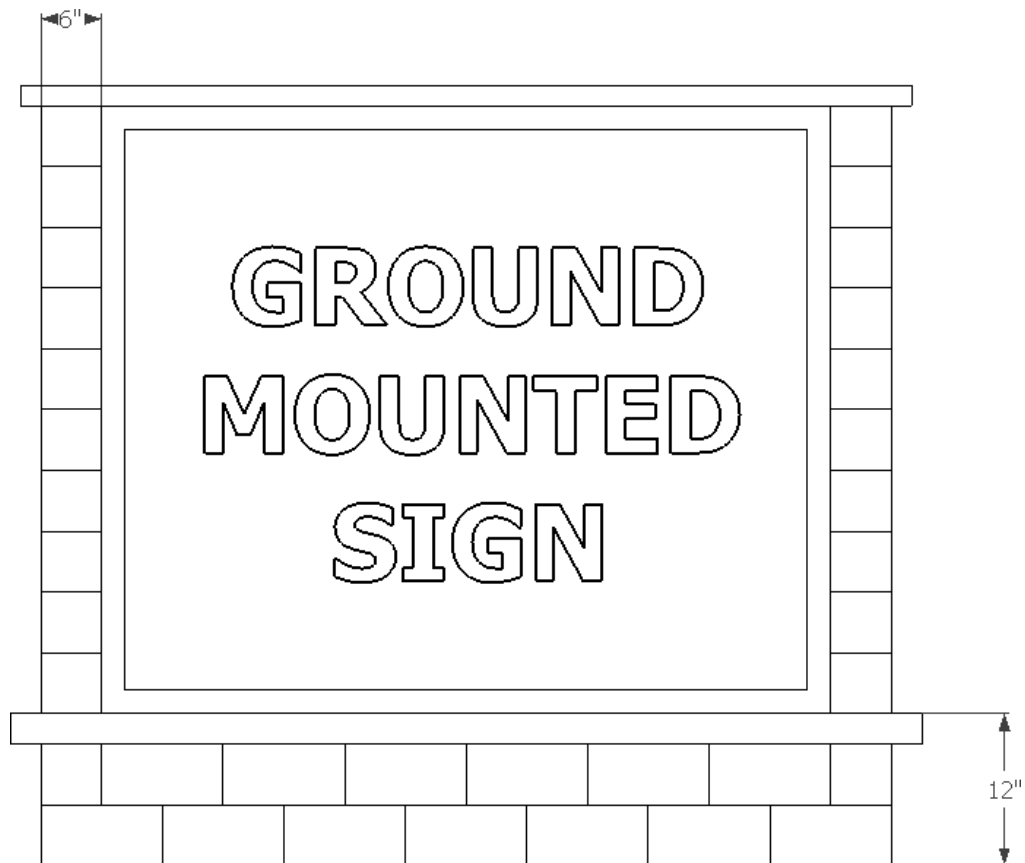
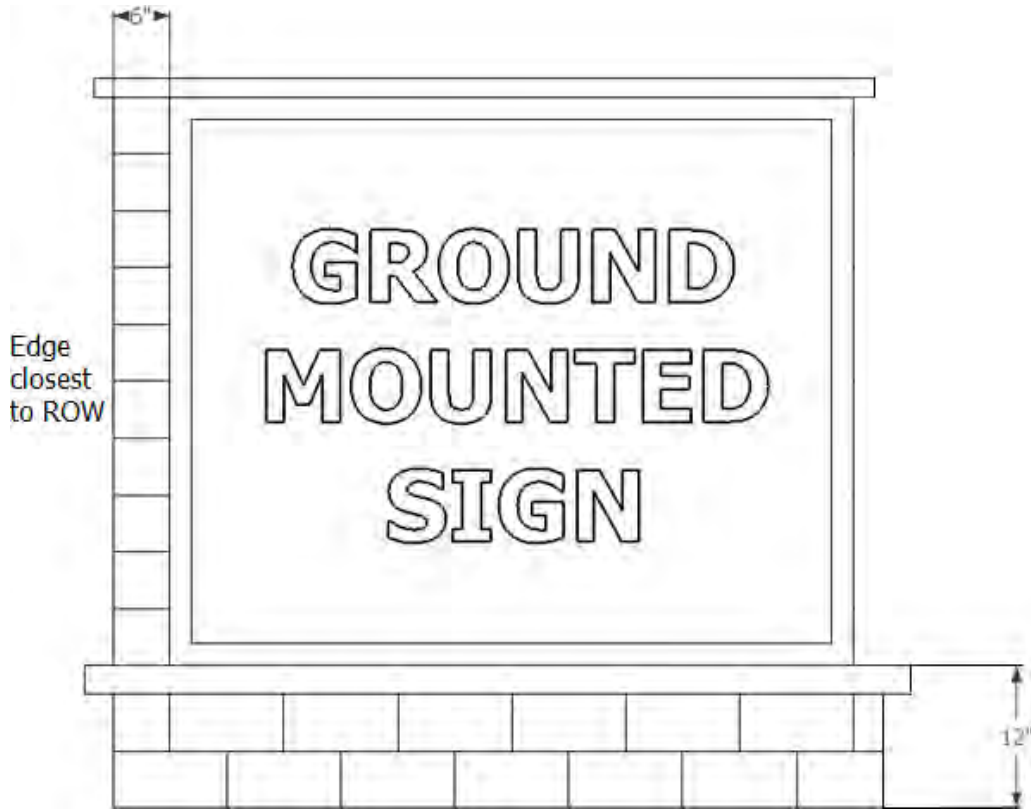


Figure 12-14C Ground-Mounted Signs Perpendicular to the Right-of-Way



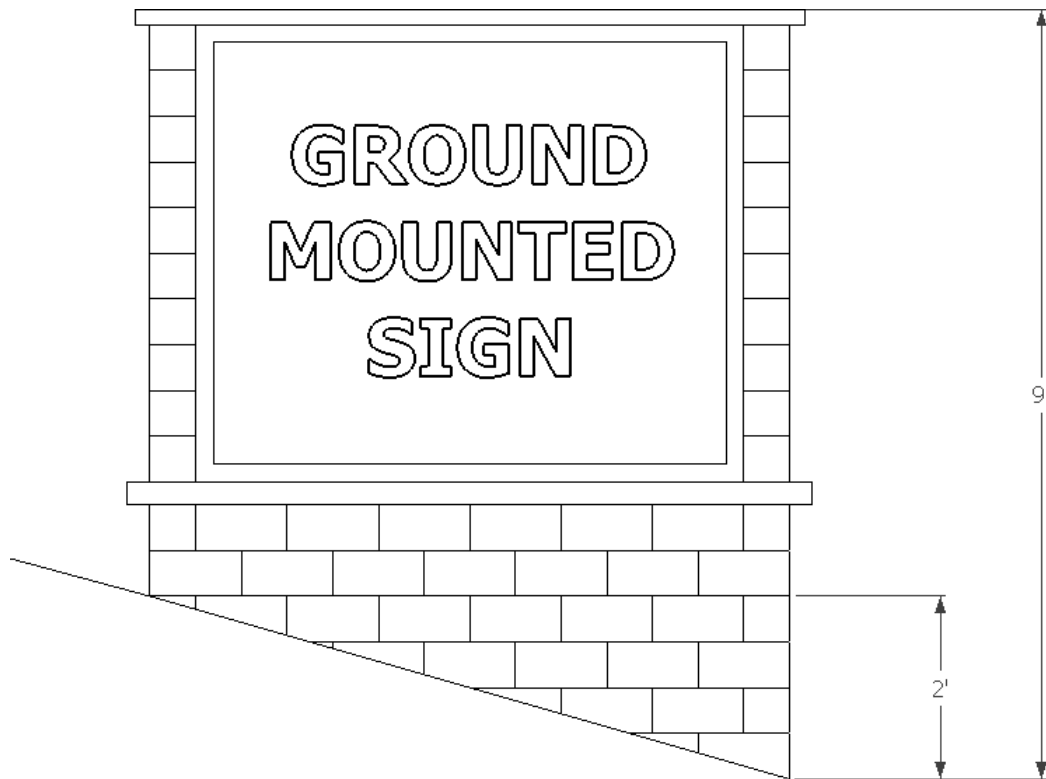
- C. SIGN AREA. Sign area shall be provided in accordance to Table 12-14D. Eighty (80) total square feet of ground-mounted signage is permitted per lot. A minimum distance of fifty (50) feet shall separate any two (2) ground-mounted signs on the same property, except signs six (6) square feet or less, 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 12-14D 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

- D. **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.
- E. **WIDTH:** The maximum width of a ground-mounted sign structure shall be ten (10) feet.
- F. **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 12-14D 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 12-14E below, the sign height would be calculated at eight (8) feet in height.

Figure 12-14E Ground-Mounted Sign Height on Slope



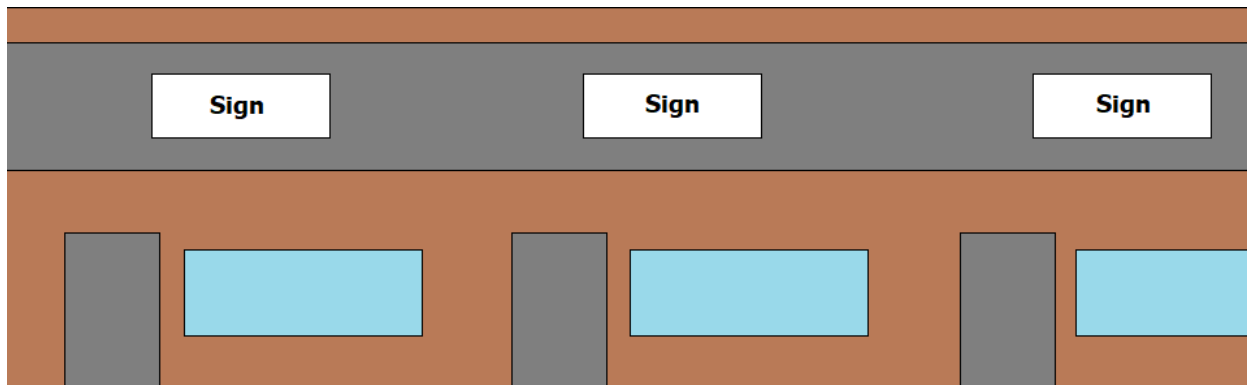
- G. MONOLITHIC OR COLUMNAR LINE: Ground-mounted signs shall have a monolithic or columnar line that maintains essentially the same profile from grade to top.
- H. MULTI-TENANT SIGNS. All ground-mounted signs that display more than one (1) tenant shall utilize a consistent earth tone or neutral field color for the copy area of the sign.

12-14-9 BUILDING-MOUNTED SIGNS

- A. SIGN AREA ALLOWED: The following sign areas shall be allowed.
- B. 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.
- C. 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.

- D. 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.
- E. 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.
- F. 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.
- G. Any number of signs can be displayed on the building up to the maximum sign area permitted.
- H. 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.
- I. 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 12-14F below.

Figure 12-14F Multi-Tenant Sign Location



- J. 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.

12-14-10 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 12-14D: 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.

12-14-11 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.

12-14-12 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 Title 12.

12-14-13 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.

12-14-14 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.

12-14-15 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.

12-14-16 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.

2. For the purposes of temporary signs, multi-family uses shall be considered non-residential and follow the temporary sign requirements for non-residential uses.

C. 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

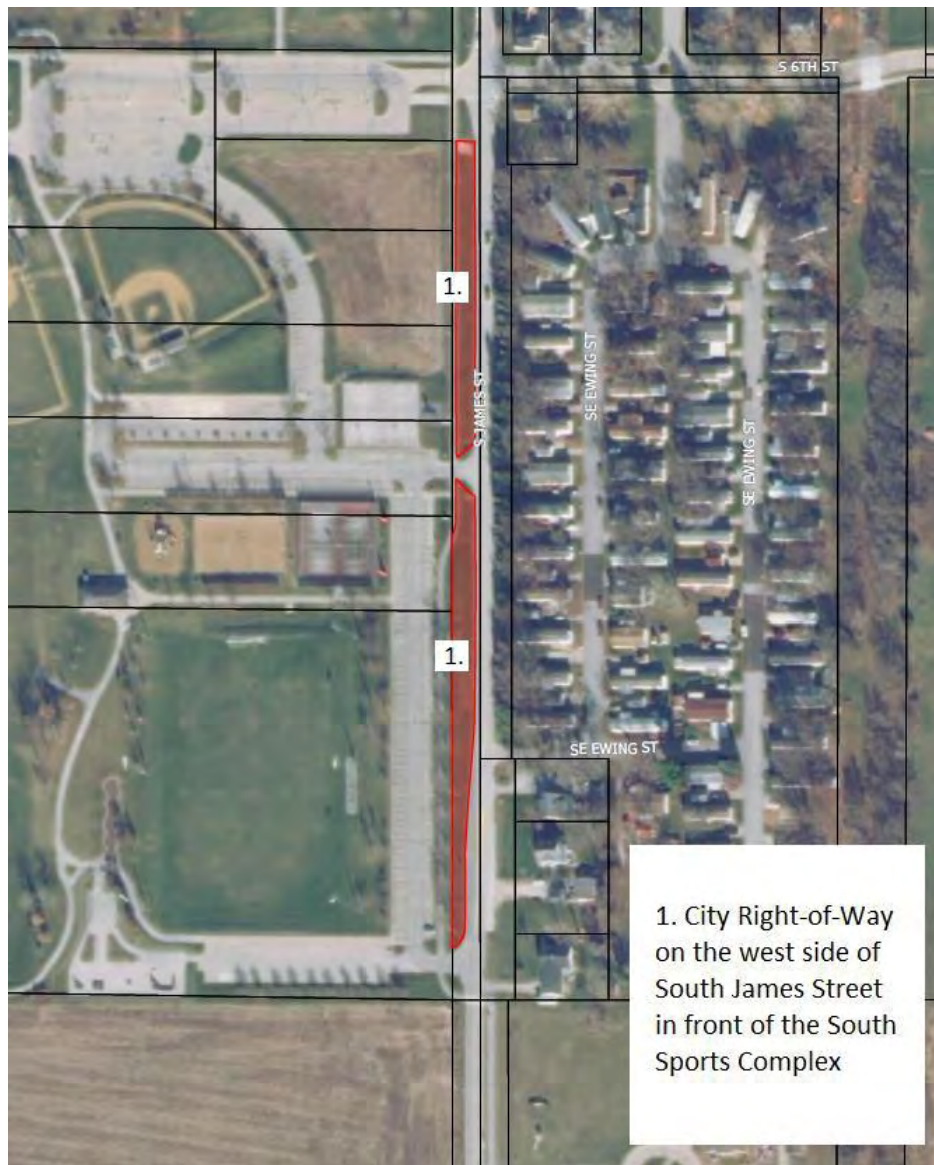
In addition to any permitted commercial sign, all properties shall be granted a maximum of thirty-five (35) square feet of sign area for the display of non-commercial temporary signage. The minimum setback of a non-commercial temporary signs shall be five (5) feet from property line. The maximum height 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 12-14G and 12-14H 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 12-14G Permitted Locations for Temporary Signs on City Property at Waterworks Park



Figure 12-14H Permitted Locations for Temporary Signs on City Property at the South Sports Complex



12-14-17 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.

12-14-18 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.

12-14-19 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.

12-14-20 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.

12-14-21 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

12-14-22 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.

12-14-23 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.

12-14-24 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.

12-14-25 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.

12-14-26 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.

12-14-27 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 Off-Street Parking, Circulation, and Loading

12-15-1 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.

12-15-2 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.

12-15-3 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.

12-15-4 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.

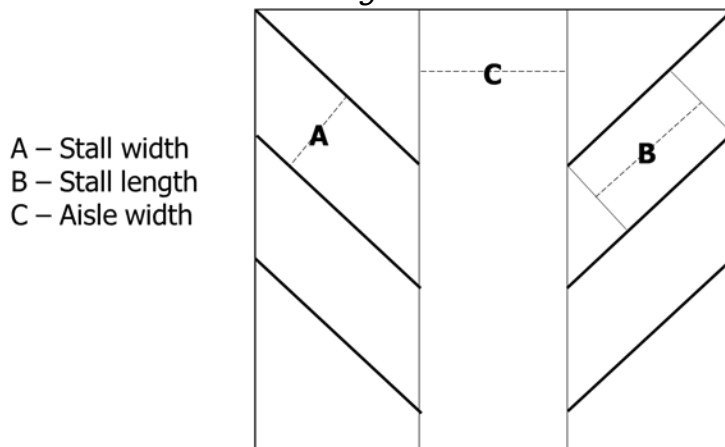
8. No off-street parking and circulation areas shall be located upon a property unless an approved principal use is also located upon the property.

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 12-15A

Figure 12-15A-1



- b) Angled parking stalls shall be measured as demonstrated in Figure 12-15A.
- 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 (1½) feet if parking stall depth has been reduced to sixteen and one-half (16½) 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.

12-15-5 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 12-16-1(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 12-16-1(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 12-16-1(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 12-17-1(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 12-17-1(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 coincidently 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.

Title 13 Subdivision Regulations

13-1 Subdivision Regulations

13-1-1 Title:

This chapter shall be known and may be cited as the Grimes Subdivision Ordinance.

13-1-2 Definitions:

For the purpose of this chapter, the following terms and words are defined.

Alley means a public right-of-way, other than a street, twenty (20) feet or less in width, affording secondary means of access to abutting property.

Auditor's plat means a plat prepared at the request of the County Auditor to clarify property descriptions for the purposes of assessment and taxation.

Building line means a line on a plat between which line and public right-of-way line no building or structures may be erected.

City Engineer means the City Engineer of the City, or a person who is hired and designated by the Council to administer and enforce the provisions of this chapter.

Commission means the Planning and Zoning Commission of the City.

Cul-de-sac means a dead-end street permanently closed to through traffic being terminated by a vehicular turn-around.

Easement means a right-of-way granted for the purpose of limited private, public and quasi-public uses across private land.

Lot means a portion of a subdivision or other plot or parcel of land which is, or in the future may be, offered for sale, conveyance, transfer or improvement.

Major street means a street, other than a local service street, as designated on the Comprehensive Land Use Plan and the Comprehensive Utilities Plan of the City.

Plat means a map, drawing or chart on which the subdivider's plan of the subdivision is presented and which the subdivider submits for approval and intends in final form to record.

Proprietor's plat means a plat as defined herein submitted by the owner of the land being platted, or said owner's agent, or other private entity acting with the consent of the owner.

Residential street means a local service street used primarily for access to abutting property.

Subdivision means the division of a lot, tract, or parcel of land into three or more lots, parcels, or other divisions of land for the purpose of immediate or future sale or transfer or building development. The term includes re-subdivision and when appropriate to the context relates to the process of subdividing or to the land subdivided. The division of land for agricultural purposes into parcels of more than ten (10) acres, not involving any new road, street, easement or other dedication, is not considered a subdivision, as defined above, and is exempt from the requirements of this chapter. Such division into parcels of more than ten (10) acres shall not be further divided into parcels of less than ten (10) acres without meeting all of the requirements of this chapter.

13-1-3 Plats in Unincorporated Areas Within Two Miles of the City:

With regard to the subdivision of land located within the corporate limits of the City, and certain areas in the unincorporated area of Polk County and Dallas County within two (2) miles distance from the City's boundaries, the provisions of this chapter shall apply. Accordingly, all subdivisions or plats of survey located in the following areas are subject to review by the Commission and Council of the City of Grimes:

Township 79 North, Range 25 West of the 5th P.M., Polk County, Iowa (Webster Township).

Section 4; Section 5; Section 6; Section 7; Section 8; Section 9; W $\frac{1}{2}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ Section 16; N $\frac{1}{2}$ Section 17; N $\frac{1}{2}$ Section 18 all in Township 79 North, Range 25 West of the 5th P.M., Polk County, Iowa.

Township 80 North, Range 25 West of the 5th P.M., Polk County, Iowa (Jefferson Township).

Section 16 except the N $\frac{1}{4}$; Section 17 except the N $\frac{1}{4}$; Section 19; Section 20; Section 21; Section 28; Section 29; Section 30; Section 31; Section 32; Section 33 all in Township 80 North, Range 25 West of the 5th P.M., Polk County, Iowa.

Township 79 North, Range 26 West of the 5th P.M., Dallas County, Iowa (Walnut Township).

Section 1; Section 2; E $\frac{1}{2}$ Section 12; NE $\frac{1}{4}$ Section 13 all in Township 79 North, Range 26 West of the 5th P.M., Dallas County, Iowa.

Township 80 North, Range 26 West of the 5th P.M., Dallas County (Grant Township).

Section 24; Section 25; Section 26; Section 35; Section 36 all in Township 80 North, Range 26 West of the 5th P.M., Dallas County, Iowa.

The Commission and Council shall have the right to waive such requirements as are contained in this chapter to the end that the Commission and Council are satisfied that equally suitable regulations have been placed on these subdivisions by the Board of Supervisors; provided however, the County Board of Supervisors shall furnish the Commission and Council with a copy of said subdivision certifying that all requirements of the appropriate County ordinances have been met. The Commission shall study such plat to determine that no conflict exists with the extension of existing streets and rights-of-way within the City into the unincorporated area and to determine if the plat would otherwise interfere in any way with the carrying out of the Comprehensive Land Use Plan and the Comprehensive Utilities Plan for the City. If the Commission is satisfied by its studies that these conditions are provided for, the Commission shall endorse approval upon said plat and submit it to the Council. Upon approval by the Council, the Clerk shall notify the County Auditor and the County Recorder in accordance with the provisions of existing statutes. The purpose of this section is to facilitate the orderly processing of subdivisions in unincorporated areas within two (2) miles of the City and to avoid conflicting regulations while at the same time assuring that provisions are made for proper and orderly future growth of the City.

The City Clerk of the City of Grimes shall record this ordinance with the County Recorders for both Dallas and Polk Counties and file the same with the County Auditors of those counties as well.

13-1-4 Preliminary Approval of Commission:

Whenever the owner of any tract or parcel of land within the corporate limits of the City, or within two (2) miles thereof, wishes to make a subdivision of the same, said owner shall cause to be prepared a preliminary plat of said subdivision and shall submit ten (10) copies of said preliminary plat and other such information as is hereinafter required to the Commission for its preliminary study and approval. The Commission shall refer two (2) copies of the preliminary plat to the City Engineer, who shall examine said preliminary plat as to its compliance with the ordinances and regulations of the City, the existing street system, and good municipal utility practices. The City Engineer shall submit recommendations along with a copy of the preliminary plat to the Commission for its consideration. The preliminary plat shall contain such information as is outlined in Section 13-1-8 hereof. The Commission shall study such preliminary plat to see if it conforms with the standards and requirements as outlined in this chapter and shall approve or reject such plat within forty-five (45) days after the date of submission thereof to the Commission. If the Commission does not act within forty-five (45) days, the preliminary plat shall be deemed to be approved; provided, however, that the subdivider may agree to an extension of the time not to exceed ninety (90) days. The approval of the preliminary plat by the Commission shall be null and void unless the final plat or at least a portion of the preliminary plat is presented within one hundred eighty (180) days after the date of approval. The owner or agent of any tract shall personally appear before the Commission upon notice from the Commission when said preliminary plat is scheduled for consideration. Before approving a preliminary plat, 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 plat shall be considered by the Commission.

13-1-5 Auditor's Plats:

With regard to Auditor's plats as distinguished from proprietor's plats, the Commission and Council shall have the right to waive provisions governing preliminary approval and public improvements outlined in Section 13-1-8, 13-1-10 and 13-1-11 providing there is on file with the Commission a copy of the request

of the Dallas County or Polk County Auditor ordering such plat and a letter from said Auditor stating that the plat as submitted meets the requirements for which the Auditor has ordered the plat.

13-1-6 Final Approval by Commission:

The owner or agent of the owner of any tract for which a preliminary plat has been approved shall personally appear before the Commission upon notice from the Commission when said Commission schedules said plat for final approval. The subdivider shall also submit to the Commission for its approval or rejection, fifteen (15) copies of a final plat of the subdivision which shall contain the date and information outlined in Section 13-1-9 of this chapter. If the Commission approves the plat, such approval and the date thereof shall be noted on the plat over the signature of the Secretary of the Commission. The approval of the final plat by the Commission shall be null and void unless the final plat is submitted to the Council within one year after date of approval by the Commission.

13-1-7 Approval by the Council:

The owner or agent of any tract approved as a final plat by the Commission shall personally appear before the Council in regard to same upon notice from the Council when said matter is scheduled for action by said Council. If the owner or agent fails to appear as scheduled, the Council shall take no action on said "final plat." After receipt of the Commission's approval, in addition to the above requirements, said approval shall be placed on the next Council agenda for discussion, and within 35 days thereafter the Council shall either approve or disapprove the subdivision. After approval of the final plat of the subdivision by the Commission, the recommendation of approval and eight (8) copies of the final plat shall be submitted to the Council by the Secretary of the Commission for final approval and for the acceptance of all streets, alleys, easements, parks or other areas reserved for or dedicated to the public, along with the required surety bonds or checks guaranteeing that the improvements required under Section 13-1-7 herein shall be installed. If the Commission does not approve the final plat, the Council may approve said plat and accept the public areas and easements thereon only by a three-fourths (3/4) vote of the entire membership of the Council. Approval of the final plat by the Council shall be null and void if the plat is not recorded within thirty (30) days after date of approval, unless application for an extension of time is made in writing during said thirty (30) day period to the Council, and granted.

13-1-8 Information Required on Preliminary Plats:

Each subdivider of land should confer with the Commission and City Engineer before preparing the preliminary plat in order to become thoroughly familiar with the Comprehensive Land Use Plan and Comprehensive Utilities Plan and with other municipal regulations affecting the area in which the proposed subdivision lies. The owner shall submit to the Commission an electronic version in PDF (portable document format), which shall be drawn to a scale of not less than one (1) inch to one hundred (100) feet by a registered engineer and licensed land surveyor and shall show the following:

1. The complete legal description of the property to be platted, including descriptive boundaries of the subdivision, based on an accurate traverse, giving angular and linear dimensions.
2. Existing contour intervals of not more than two (2) feet, provided, however, that a minimum of two (2) contours shall be shown on any plat.
3. The location of property lines and all such surface features as buildings, railroads, utilities, water courses and similar items affecting the development. Also, the location and size of such

subsurface features as existing or nearest available storm and sanitary sewers, water mains, culverts, gas mains, above and below ground electric transmission lines or cables, and drain tiles.

4. A vicinity sketch at a scale of not more than five hundred (500) feet to the inch shall be shown on or accompany the proposed plat. This map shall show how streets and alleys in the proposed subdivision may connect with existing and proposed streets and alleys in neighboring subdivisions or undeveloped property, to produce the most advantageous development of the entire area. This sketch shall show the location of any nearby parks, schools, or other public facilities that might be affected by the proposed subdivision.
5. All existing adjacent subdivisions, streets, and tract lines of acreage parcels together with the names of record owners of unsubdivided parcels of land immediately adjoining the proposed subdivision and between it and the nearest existing streets.
6. The title under which the proposed subdivision is to be recorded, with the name and address of the owner and subdivider; also, north point, scale, date, name of surveyor and engineer.
7. Sites for schools, parks, playgrounds, and provisions for major streets in accordance with the Comprehensive Land Use Plan and Comprehensive Utilities Plan.
8. The zoning district or districts governing the subdivided land.
9. For all major streets except collectors and local service streets the minimum radius of curvature shall be three hundred (300) feet on the centerline; for collector streets one hundred (100) feet and local service streets fifty (50) feet. The maximum grade for any street shall not exceed seven percent (7%), except in the case of local service streets where a ten percent (10%) grade is permissible. Changes in grades for all streets shall be connected by vertical curves of minimum length equal to fifteen (15) times the algebraic difference in rate of grade. The grade alignment and resultant visibility, especially at intersections, shall be worked out in detail to meet the approval of the City Engineer.
10. Any plat that cannot be reasonably served by public sewer shall show the results of soil percolation tests made in accordance with specifications approved by the Council or Dallas County or Polk County Health Department.
11. An attorney's opinion of the abstract covering the property to be included in the final plat shall be submitted in duplicate showing all taxes due have been previously paid and that there are no outstanding liens or encumbrances on the property. The names of all record title holders and any other information that might otherwise affect the title of lots in the proposed subdivision shall be shown. The opinion shall be written by an attorney admitted to the practice of law in the State of Iowa.

Any plat not containing all information specified above shall not be considered by the Commission.

13-1-9 Information Required on Final Plats:

Following preliminary approval, an electronic version in PDF (portable document format) of the final plat shall be submitted to the Commission for study and review. Two (2) copies of the final plat as ultimately approved by the Commission shall be necessary for submission to the Council for its approval. This plat

shall be made from an accurate survey by a licensed land surveyor and engineer and drawn to a scale of one hundred (100) feet to the inch or larger. The final plat shall show the following:

1. The boundaries of the property, the lines of all proposed streets and alleys with their width, and any other areas intended to be dedicated to public use. The boundaries shall be accurately tied to the nearest section corner. The allowable unadjusted error of closure on the traverse of the boundaries of the plat shall be 1 in 10,000 and 1 in 5,000 for individual lots. Latitude and departure computations on the traverse closure shall be submitted with the plat.
2. The lines of adjoining streets and alleys with their width and names.
3. All lot lines, lot and block numbers, building lines and easements, with figures showing their dimensions.
4. All dimensions, both linear and angular, necessary for locating boundaries of the subdivided area, or of the lots, streets, alleys, easements, and building line setbacks, and any other similar public or private uses. The linear dimensions shall be expressed in foot and decimals of a foot.
5. Radii, arc and chords, points of tangency, central angles for all curvilinear streets, and radii for rounded corners.
6. All surveyor's monuments, together with their descriptions. Monumentation shall meet the requirements of Section 354.30, Code of Iowa.
7. Title and complete legal description of property subdivided, showing its location and extent, points of compass, scale of plat, and certification and name of engineer or surveyor staking the lots.
8. The following material shall be required to be submitted to the City Engineer prior to or at the time the final plat is submitted to the Council for approval.
 - A. Plans and profiles shall be submitted of all streets and alleys, fifty (50) feet horizontal scale and five (5) feet vertical scale recommended. Profiles shall show location, size and grade of all conduits, sewers, pipe lines, etc., to be placed under the streets and alleys. Profiles of east and west streets shall be drawn so that the west end of the profile shall be at the left side of the drawing and profiles of north and south streets shall be drawn so that the south end of the profile shall be at the left side of the drawing.
 - B. Any easements or deeds, properly executed, for all streets or roads intended to be dedicated for public use.
9. The following shall also be attached to and accompany any final plat:
 - A. A certificate by the owner and spouse, if any, that the subdivision is with their free consent and is in accordance with the desire of the owner and spouse. This certificate must be signed and acknowledged by the owner and spouse before some officer authorized to take the acknowledgement of deeds.
 - B. A statement from the mortgage holders or lien-holders, if any, that the plat is prepared with their free consent and in accordance with their desire, signed and acknowledged before an officer authorized to take the acknowledgement of deeds.

- C. An opinion by an attorney-at-law who has examined the abstract of title of the land being platted. The opinion shall state the names of the proprietors and holders of mortgages, liens or other encumbrances on the land being platted and shall note the encumbrances, along with any bonds securing the encumbrances.
- D. A resolution and certificate for approval by the Council and signatures of the Mayor and Clerk.
- E. A certificate of the County Treasurer that the land is free from certified taxes and certified special assessments or that the land is free from certified taxes and that the certified special assessments are secured by bond in compliance with Chapter 354 of the Code of Iowa.

13-1-10 Design and Development Standards:

No subdivision plat shall be approved by either the Commission or by the Council unless it conforms to the following minimum standards and requirements, except those plats referred to in Section 13-1-5 as Auditor's plats.

1. Acre Subdivision. Whenever the area is divided into lots containing one (1) or more acres and there are indications that such lots will eventually be resub divided into smaller building lots, consideration shall be given to the street and lot arrangement of the original subdivision so that additional minor streets can be opened which will permit a logical arrangement of smaller lots.
2. Relation to Adjoining Street System. The arrangement of streets in new subdivisions shall make provision for the continuation of the principal existing streets in adjoining subdivisions, or for a proper intersection where said streets in the new subdivision shall connect therewith, or their proper projection where adjoining property is not subdivided insofar as they may be necessary for public requirements. The width of such streets in new subdivisions shall not be less than the minimum street widths established herein. The street and alley arrangement shall also be such as to cause no hardship to owners of adjoining property when they plat their own land and seek to provide for convenient access to it. The platting of half streets shall be discouraged. Whenever there exists a dedicated or platted half street or alley adjacent to the tract to be subdivided, the other half of the street or alley shall be platted.
3. Street Width.
 - A. The width for major streets shall conform to the widths designated in the Comprehensive Utilities Plan.
 - B. The minimum width for local service streets shall be sixty (60) feet, except that in cases where the topography or special conditions make a street of less width more suitable, the Commission and Council may reduce the above requirement. Loop streets with less than thirty (30) housing units adjoining such streets may have street width of fifty (50) feet.
 - C. Dead-end streets shall not be over six hundred (600) feet in length and shall have a minimum width of fifty (50) feet, unless, because of unusual conditions, the Commission shall approve a street of greater length and/or less width. All dead-end streets shall terminate in a circular right-of-way or cul-de-sac with a minimum diameter of one hundred five (105) feet or other equally suitable provisions for vehicular turning space.

- D. Easements of not less than five (5) feet in width shall be provided on each side of all rear lot lines and side lines where necessary for poles, wires, conduits, storm and sanitary sewers, gas, water, telephone and other utilities. Easements of greater width may be required along lot lines or across lots where necessary for the extension of main sewers and similar utilities.
4. Blocks. No block shall be longer than one thousand (1,000) feet, except where topography or unusual conditions permit a greater length.
5. Lots.
- A. All side lot lines shall be substantially at right angles or radial to street centerlines unless the Commission shall agree that a variation to this requirement will provide for better street and lot arrangement. Double frontage lots shall be avoided except where essential to provide separation of residential development from major traffic arteries or to overcome specific disadvantages of topography.
- B. The minimum dimensions for lots shall be in accordance with the bulk regulations of the zoning ordinance for the district within which the subdivision is located; provided, however, the minimum depth for a lot shall be one hundred (100) feet.
- C. Corner lots shall be of such width as to permit the maintenance of all yard requirements as required by the zoning ordinance.
- D. All lots at street intersections shall have a radius of not less than fifteen (15) feet at the street corner. A greater radius shall be required for intersections involving one or more major streets. A cut-off or chord may be substituted for the circular arc.
6. Street Names. Street names for streets which are in alignment with or extensions of existing streets shall be the same. Street names shall be subject to Commission and Council approval.
7. Building Lines. Building lines shall be shown on all lots intended for residential, commercial or industrial use. Such building lines shall not be less than the minimum yard requirements of the zoning ordinance for the district within which the property is located.
8. Character of Development. The Commission and Council shall have the right to agree with the subdivider regarding the type and character of development that will be permitted in the subdivision, and may require that certain minimum regulations regarding this matter be incorporated in deed restrictions. Such regulations shall be intended to protect the character and value of the surrounding development and shall also tend to secure the most appropriate development of the property being subdivided.
9. Easements along Streams. Whenever any stream or major surface water course is located in an area that is to be subdivided, the subdivider shall, at his or her own expense, make adequate provisions for straightening, widening or otherwise improving the channel so that it will properly carry the surface water. The channel shall be sufficient to convey surface water from a storm even of 100-year frequency. The subdivider shall also provide and dedicate to the City or Dallas County or Polk County an easement along each side of the stream, which easement shall be for the purpose of widening, improving or protecting the stream. The width of such easement shall be adequate to provide for any necessary channel relocation and straightening, and conveyance of surface runoff from a storm event of 100-year frequency, but in no case shall such easement be less than twenty (20) feet.

13-1-11 Improvements:

Before the final plat of any area shall be approved by the Council and recorded, the subdivider shall make and install the improvements described in this section. The Council has the discretion to approve a final plat prior to completion of all public improvements if the subdivider provides a performance bond to protect the City in the event the improvements are not completed within one year of final plat approval. The amount of the bond shall not be less than the estimated cost of the improvements and the amount of the estimate must be approved by the City Engineer. If the improvements are not completed within the specified time, the City may use the bond or any portion thereof to complete same. For plats located in unincorporated areas within two (2) miles of Grimes corporate limits, the requirements of this section shall apply. The Commission and Council may waive the requirements of this section provided they are satisfied that the regulations governing the unincorporated areas within which the subdivision is located are sufficient to ensure adequate conformance with these regulations. The minimum improvements installed or for which bond is posted, in any subdivision, before the plat can be finally approved shall be in accordance with the following subsections:

1. The subdivider shall grade and improve all new streets between the right-of-way lines within the subdivided area. The paving on such new streets shall be built according to the standards and specifications of the City, but in no case shall it consist of less than six (6) inches of reinforced Portland cement concrete with integral curb and gutter. Minimum pavement width shall be in accordance with the requirements of the Comprehensive Utilities Plan and the standards and specifications of the City.
2. The subdivider shall, whenever necessary, grade any portion of the property subdivided into lots so that each lot will be usable and suitable for the erection of residences or other structures thereon.
3. The subdivider shall construct sanitary and storm water sewers in accordance with the Comprehensive Utilities Plan and to the standards and specifications of the City, and provide a connection for each lot to the sanitary sewer. Where existing sewer outlets are not within reasonable distance, installation of private sewer facilities or septic tanks shall be permissible as a temporary measure pending future sewer service, provided the subdivider shall furnish a report from the Dallas County or Polk County Health Department and City Engineer stating that the proposed lots have been tested and found suitable for septic tank installation.
4. The subdivider shall provide for the installation of water mains and fire hydrants in the subdivided area, and such installation shall be made prior to the street pavement construction and shall be in accordance with the Comprehensive Utilities Plan and the standards and specifications of the City.
5. The subdivider shall provide for the installation of sidewalks along all new or existing streets in the subdivision. The sidewalks shall be built according to the standards and specifications of the City.
6. Permanent monuments shall be set at each corner of the perimeter of the subdivision and at the corner of each block within the subdivision and at the corner of each lot. All monuments shall be made of permanent material, sensitive to a dip needle and at least thirty (30) inches long, and shall conform with standard specifications of the City.
7. The Council and Commission shall require that all utility lines, except electric lines of nominal voltage in excess of fifteen thousand (15,000) volts, be installed underground. The subdivider shall be responsible for making the necessary arrangements with the utility companies for installation of such facilities. Said utility lines shall be installed in such a manner so as not to interfere with other

underground utilities. Underground utility lines which cross underneath the right-of-way of any street, alley or way shall be installed prior to the improvement of any such street, alley or way in the subdivision. Incidental appurtenances, such as transformers and their enclosures, pedestal mounted terminal boxes, meters and meter cabinets may be placed above ground but shall be located so as not to be unsightly or hazardous to the public. Such incidental appurtenances shall be in accordance with the standards and specifications of the City. If overhead utility lines or wires are permitted, they shall be placed in the easements provided in the rear of the lots. In their determination on whether or not to require underground utilities, the Council and Commission may consider that soil, topographical, or other conditions make such installations within the subdivision unreasonable or impractical.

8. All plans, specifications, installation and construction required by this chapter shall be subject to review, approval and inspection by the City Engineer or an authorized representative.
 - A. The Council may require contracts for all public improvements to be executed on forms furnished and approved by the City Attorney and the Council.
 - B. The subdivider shall furnish the City Engineer with a construction schedule prior to commencement of any and/or all construction, and shall notify the City Engineer not less than forty-eight (48) hours in advance of readiness for required inspection. The subdivider shall reimburse the City for the cost expended for all inspection services and tests furnished and conducted by or on behalf of the City.
 - C. The subdivider shall furnish the City Engineer with a set of mylar plastic reproducible drawings showing the "as constructed" location and elevation of all improvements required by this chapter, within a reasonable time, following completion and acceptance of the improvement.
9. The subdivider shall be responsible for the installation and/or construction of all improvements required by this chapter, and shall warrant the design, materials and workmanship of such improvements, installation and construction for a period of four (4) years from and after completion. Such warranty shall be by bond or other acceptable collateral; and shall be subject to review by the City Attorney; shall assure the expedient repair or replacement of defective improvements under warranty; and shall indemnify the City from all costs or losses resulting from or contributing to such defective improvements.

13-1-12 Variations and Exceptions:

Whenever the tract proposed to be subdivided is of such unusual size or shape or is surrounded by such development or unusual conditions that the strict application of the requirements contained in this chapter would result in substantial hardships or injustices, the Council upon written recommendation of the Commission may modify or vary such requirements to the end that the subdivider is allowed to develop the property in a reasonable manner; provided, however, that all such variations and exceptions granted hereunder shall be in harmony with the intended spirit of this chapter and granted with the view toward protecting the public welfare and interest of the City and surrounding area.

13-1-13 Fees:

Before an Auditor's plat, preliminary plat, or final plat shall be considered by the Commission, the subdivider or agent shall deposit with the Development Services Department a fee in accordance with

the City fee schedule as adopted by resolution from time to time by City Council. A receipt of such filing fee shall be filed with the plats. All additional costs incurred by the City for plat review by the City Engineer and/or City Attorney shall be reimbursed to the City by the subdivider or agent in full amount.

13-1-14 Enforcement:

1. No plat of any subdivision shall be entitled to be recorded in the County Recorder's office or have any validity until it shall have been approved in the manner prescribed herein.
2. The Zoning Administrator and/or Building Inspector shall not issue permits for any structure located on a lot in any subdivision, the plat of which has been prepared after the date of the adoption of this chapter but which has not been approved in accordance with these provisions contained herein.
3. The Council shall not permit any public improvements over which it has any control to be made or any money expended for improvements in any area that has been subdivided or upon any street that has been platted after the date of the adoption of this chapter unless such subdivision or street has been approved in accordance with the provisions contained herein.

13-1-15 Changes and Amendments:

Any regulation or provision of this chapter may be changed and amended from time to time by the Council; provided, however, such changes and amendments shall not become effective until after study and report by the Commission and until after a public hearing has been held, public notice of which shall have been given in a newspaper of general circulation in the City at least fifteen (15) days prior to such hearing.

1. "N.W. 110th Street" in Princeton Plat No. 1 Subdivision and Princeton Plat No. 2 Subdivision shall be renamed to "Destination Drive";
"N.W. 108th Street" in Princeton Plat No. 1 Subdivision shall be renamed to "Miehe Drive";
"N.W. 62nd Avenue" beginning at the east City Limits of Grimes to the centerline of James Street, including Princeton Plat No. 1 Subdivision shall be renamed "S.E. 19th Street";
"N.W. 62nd Avenue" beginning at the centerline of James Street extended to the west City Limits of Grimes, including Princeton Plat No. 1 Subdivision shall be renamed "S.W. 19th Street".

13-2 Standards and Specifications of the City

13-2-1 Title:

This chapter shall be known and may be cited as the Grimes Standards and Specifications Ordinance.

13-2-2 Definitions:

For the purposes of this chapter, the following terms and words are defined.

Standards and Specifications of the City shall be defined as the Iowa Statewide Urban Designs and Specifications (SUDAS) also known as, Urban Standard Specifications for Public Improvements Manual, also known as, Metro Standard Specifications as adopted by the City of Grimes in Resolution #12-0103

on December 11, 2001. Hereinafter the use of the terminology "Standards and Specifications of the City" shall mean "SUDAS."

City Engineer means the City Engineer of the City, or a person who is hired and designated by the City Council to administer and enforce the provisions of this Chapter.

Council means the City Council of the City of Grimes.

13-2-3 Sections 7010 – Portland Cement Concrete Pavement:

Part 1 – General.

1.02 Description of Work.

- D. All public and private streets in new developments and/or subdivisions shall be Portland Cement Concrete pavement with integral curb and gutter unless otherwise approved by the City Council after consultation with the City Engineer.

13-2-4 Section 7020 Asphaltic Cement Concrete Pavement:

Part 1 – General

1.02 Description of Work.

- C. Asphaltic Cement Concrete Pavement is not allowed for use in public right-of-way or on public or private streets unless otherwise approved by the City Council after consultation with the City Engineer.
- D. Asphaltic Cement Concrete Pavement is allowed for overlay, maintenance, or repair of existing streets.
- E. All driveway approaches located within public right-of-way shall be portland concrete cement pavement.
- F. All trails and sidewalks located within the public right-of-way shall be portland concrete cement pavement.
- G. Asphaltic cement concrete pavement is allowed in private parking lots, however, a 24" wide portland concrete curb and gutter section is required around the periphery of the parking lot and parking lot islands.
- H. Asphaltic cement concrete pavement is allowed in trails located outside the public right-of-way.
- I. The minimum thickness for asphaltic cement concrete used in private parking lots and trails located outside of the public right-of-way shall be 6" thick unless approved by the City Engineer.
- J. Residential Driveway Design Criteria: Per Iowa SUDAS Standard 5I-01 for residential driveways.

The maximum width of a driveway is 24 ft and the minimum width is 10 ft.

The maximum approach flare width is 5 ft with a minimum of 3 ft.

The maximum approach opening (curb cut) is 34 ft.

Exception – the driveway may be extended on the private side by 2 ft on one side, for a maximum width of 26 ft at the sidewalk.

13-3 Utility Connection Fee Districts

13-3-1 Purpose:

The City has determined the necessity of establishing a policy and a procedure to be utilized to recover the cost of designing and constructing major sanitary sewer, water system facilities and stormwater drainage facilities in those instances in which a significant number of the properties to be benefited by such facilities are not sufficiently developed to permit the recovery of those costs through the special assessment process as provided in chapter 384, division IV of the Iowa Code. The City hereby declares its intent to utilize connection fees, as herein provided, to recover the costs of designing and constructing such major sanitary sewer, water system facilities or stormwater drainage facilities from property owners who connect to such facilities subsequent to their construction.

It is the intent of this section to set forth the method of recovery of proportional cost shares from those property owners who connect their properties to major sanitary sewer, water system facilities or stormwater drainage facilities subsequent to their construction, so that in the event that all property, other than street and road right of way, which lies within the benefited district and is connected to the major sanitary sewer or water system facilities or within the drainage area of a major stormwater drainage facility during their expected useful life, then those properties shall bear, in the aggregate, up to one hundred percent (100%) of the cost of designing and constructing such facilities, including legal and administrative expenses associated therewith.

13-3-2 Sanitary Sewer and Water Connection Fee Districts:

The connection fee ordinance may provide, at the City Council's discretion, that single-family residences within the benefited district and located within the corporate limits of the City are eligible for connection to the major sanitary sewer and water system facility. The applicable connection fee for a single-family residence shall be:

1. That the owners of residences on parcels of less than one acre in size located within the City may connect such residences to the major sanitary sewer or water system facility upon approval of their application for connection, payment of the connection fee for the parcel as determined by the per acre fee multiplied by the area of the lot of record on which such residence is located and construction, at the owner's expense, of appropriate connection structures, as determined necessary by the City Engineer.
2. That the owners of residences on parcels in excess of one acre in size located within the City may connect such residences to the major sanitary sewer or water system facility upon approval of their application for connection, designation in writing of a one acre single residence parcel and a remainder parcel, payment of the connection fee for the area of the one acre residence parcel, and construction of the owner's expense, of appropriate

connection structures, as determined necessary by the City Engineer. Any future development of said parcel shall necessitate a revised application for connection and payment of the appropriate connection fee.

All other property located within the corporate limits of the City and within a benefited district shall be eligible for connection to the major sanitary sewer or water system facility upon approval of an application for connection by the owner thereof as hereafter provided, and payment of the connection fee for such property, provided such property has been appropriately subdivided for development, and, where applicable, all sanitary sewer and water system improvements necessary to serve said property have been constructed, at the owner's expense, and accepted by the City. The area for payment of the connection fee shall be determined by the total area subdivided.

13-3-3 Stormwater Drainage Connection Fee Districts:

For major stormwater drainage facilities for which a connection fee district has been established all improvements existing and under construction at the time of establishment of the stormwater connection fee district shall be exempt from the fee. Any improvements or modifications to the property that increase the impervious area of the property that are initiated after the establishment of the connection fee district shall subject the property to the connection fee, except improvements to a single-family residence lot where the primary structure existed or was under construction on the date of establishment of the connection fee district shall not subject the property to the connection district fee.

13-3-4 Establishment of Districts:

Before the establishment of a connection fee district the City shall conduct a public hearing as required under Chapter 384 of the Code of Iowa. At the public hearing, the owners of property within the proposed benefited district shall be heard and may offer comments or objections as to:

1. The necessity for the project;
2. The calculation of the area benefited by the proposed major sanitary sewer, water system or stormwater drainage facilities;
3. The estimated cost of the proposed facilities; and
4. The proposed per acre connection fee.

Upon concluding the hearing, the City council shall rule upon the objections presented during the hearing and may consider the adoption of the proposed connection fee ordinance. Upon consideration of the proposed connection fee ordinance, the council may:

1. Adopt the ordinance as proposed;

2. Delete elements or portions of the proposed major sanitary sewer, water system or stormwater drainage facilities from the proposed project and the properties served thereby from the benefited district proposed; or
3. Amend the ordinance to revise the connection fee.

13-3-5 Connection Fee:

After adoption, publication and recording by the City Clerk in each county where property in the benefited district is located, of a connection fee ordinance for a benefited district, all owners of those properties within the benefited district whose properties are eligible for connection and who propose to connect such properties directly or indirectly to the major sanitary sewer or water system facility or shall make improvements to the property that increases the impervious area of the property, shall make application to the City for such connection or improvement. The submittal of construction plans to the City for sanitary sewer, water system or site improvements on property being developed or subdivided for development shall constitute an application to the City for purposes of this section. No connection shall be made to a major sanitary sewer or water system facility until such application has been approved and until the required connection fee has been paid and in the case of a stormwater connection fee district no final plat, site plan or building permit shall be issued until the required connection fee has been paid.

13-3-6 Applicability and Payment:

The connection fees required by this section shall be due and payment to the City:

1. For property being platted the fee is due and payable before approval of the final plat.
2. For property subject to a site plan the fee is due and payable before approval of the site plan.
3. For all other property the fee is due and payable before issuance of a building permit.

Any connection fee required by this section is in addition to, and not in lieu of, any other fees required under other provisions of this code.

13-3-7 Annual Connection Fee Adjustment:

The sanitary sewer, water system or stormwater drainage connection fees shall be adjusted on July 1 of each calendar year based on the change in the Engineering News-Record (ENR) construction cost index for the one-year period ending in April of the calendar year in which the adjustment is made. The City Administrator shall determine the applicable connection fees for each established connection fee district and the City Clerk shall maintain on file the connection fees in each connection fee district effective July 1 of each calendar year.

13-3-8 Disconnection for Failure to Pay:

In the event any property owner connects his or her property within the benefited district in a major sanitary sewer or water system facility without having made application therefor or without having received approval thereof, or without having paid the required connection fee established by a connection fee ordinance, the City shall be entitled to disconnect such sewer or water connection until such time as the property owner has made and received approval of his or her application, and/or has paid the required connection fee.

13-3-9 Northwest Territory Lift Station Connection Fee District:

1. Connection Fee District. The Northwest Territory Lift Station Connection Fee District is hereby established consisting of a tract of land located in Sections 19 and 30, Township 80 North, Range 25 West of the 5th Principal Meridian, Polk County, Iowa, more particularly described as follows:

Commencing at the east one-quarter corner of Section 30, Township 80 North, Range 25 West of the 5th Principal Meridian; thence west along the south line of the northeast quarter of said Section 30 to the Center of said Section 30; thence west along the south line of the northwest quarter of said Section 30 to the West 1/4 Corner of said Section 30; thence north along the west line of the northwest quarter of said Section 30 to the Northwest Corner of said Section 30; thence north along the west line of Section 19, Township 80 North, Range 25 West of the 5th Principal Meridian a distance of 4,260.94 feet; thence southeasterly a distance of 463.2 feet; thence south a distance of 1,478.17 feet to a point on the north line of the southwest quarter of said Section 19; thence east along the north line of the southwest quarter of said Section 19 to the Center of said Section 19; thence east along the north line of the southeast quarter of said Section 19 to the East 1/4 Corner of said Section 19; thence south along the east line of the southeast quarter of said Section 19 to the Southeast Corner of said Section 19; thence west along the north line of the northeast quarter of Section 30, Township 80 North, Range 25 West of the 5th Principal Meridian to the northeast corner of the northwest quarter of the northeast quarter of said Section 30; thence south along the east line of the northwest quarter of the northeast quarter of said Section 30 to the southeast corner of the northwest quarter of the northeast quarter of said Section 30; thence east along the north line of the southeast quarter of the northeast quarter of said Section 30 to the northeast corner of the southeast quarter of the northeast quarter of said Section 30; thence south along the east line of the northeast quarter of said Section 30 to the Point of Beginning.

2. Fee Schedule. From the effective date hereof through June 30, 2022 a connection fee of \$1,513.00 per acre shall be imposed. The per acre connection fee shall be adjusted annually as of July 1 of each year according to the annual adjustment as provided in Section 13-3-7.
3. Property Outside District. Any property outside of the described connection fee district may connect to the sewer serving the district with the approval of the City Council and payment of the

appropriate connection fee. The number of connections to the system is limited and connections outside of the district may not be allowed.

13-3-10 Northwest Territory Trunk Sewer Connection Fee District:

1. Connection Fee District. The Northwest Territory Trunk Sewer Connection Fee District is hereby established consisting of a tract of land located in Section 30, Township 80 North, Range 25 West of the 5th Principal Meridian, Polk County, Iowa, more particularly described as follows:

Commencing at the East 1/4 corner of Section 30, Township 80 North, Range 25 West of the 5th Principal Meridian; thence west along the south line of the northeast one-quarter of said Section 30 to the Center of said Section 30; thence west along the south line of the northwest one-quarter of said Section 30; to the West 1/4 corner of said Section 30; thence north along the west line of the southwest quarter of the northwest one-quarter said Section 30 to the northwest corner of the southwest quarter of the northwest quarter of said Section 30; thence north along the west line of the northwest quarter of the northwest quarter of said Section 30 to a point 300 feet north of the southwest quarter of the northwest quarter of the northwest quarter of said Section 30; thence east to a point on the east line of the northwest quarter of the northwest quarter of said Section 30 said point being located 300 feet north of the southeast quarter of the northwest quarter of the northwest quarter of said Section 30; thence east to a point on the east line of the northeast quarter of the northwest quarter of said Section 30 said point being located a distance of 300 feet north of the southeast quarter of the northeast quarter of the northwest quarter of said Section 30; thence east along a line parallel to and 300 feet north of the south line of the northwest quarter of the northwest quarter of said Section 30 to a point 300 feet west of the east line of the northwest quarter of the northeast quarter of said Section 30, said point being located 300 feet north of the south line of the northwest quarter of the northeast quarter of said Section 30; thence north to a point on the north line of the northwest quarter of the northeast quarter of said Section 30, said point being 300 feet west of the northeast corner of the northwest quarter of the northeast quarter of said Section 30; thence east along the north line of the northwest quarter of the northeast quarter of said Section 30 to the northeast corner of the northwest quarter of the northeast quarter of said Section 30; thence south along the east line of the northwest quarter of the northeast quarter of said Section 30 to the southeast corner of the northwest quarter of the northeast quarter of said Section 30; thence east along the north line of the southeast quarter of the northeast quarter of said Section 30 to the northeast corner of the southeast quarter of the northeast quarter of said Section 30; thence south along the east line of the southeast quarter of the northeast quarter of said Section 30, to the Point of Beginning.

2. Fee Schedule. From the effective date through June 30, 2022 a connection fee of \$2,442.00 per acre shall be imposed. The per acre connection fee shall be adjusted annual as of July 1 of each year according to the annual adjustment as provided in Section 13-3-7.
3. Property Outside District. Any property outside of the described connection fee district may

connect to the sewer serving the district with the approval of the City Council and payment of the appropriate connection fee. The number of connections to the system is limited and connections outside of the district may not be allowed.

4. Overlay District. The Northwest Territory Trunk Sewer Connection Fee District encompasses a portion of the Northwest Territory Lift Station Connection Fee District. Property located within the Northwest Territory Trunk Sewer Connection Fee District shall also be submit to the Northwest Territory Lift Station Connection Fee District. The Northwest Territory Trunk Sewer Connection Fee is established in addition to the Northwest Territory Lift Station Connection Fee District.

13-4 Acquisition, Development and Financing of Park System:

13-4-1 Legislative Findings:

The City Council of the City of Grimes finds, determines, and declares that:

- A. The City of Grimes must expand its park system in order to maintain current park standards if new development is to be accommodated without decreasing current standards. This must be done in order to promote and protect the public health, safety, and welfare. It is a primary concern that the increasing development of residential communities in the City will create a situation in which families and, more importantly, children, residing in new communities will not have open areas and safe areas in which to play and enjoy recreational activities. When such a situation arises, children often play in or near public streets. This gives rise to grave safety concerns for these children and the traveling public.
- B. Requiring developers to dedicate land for public parks is one method of ensuring that new development takes care of the park needs created by the new residents and their families moving into the new developments. This must be done in order to promote and protect the public health, safety and welfare of the citizens that will be residing in, or occupying, the new developments.
- C. Each of the types of land development described in Sections 13-4-7 (A.1) hereof will create demand for park facilities and park improvements and, without a dedication of additional parkland, will create a drain on the City's current park infrastructure.

13-4-2 Short Title:

This ordinance shall be known and may be cited as the "City of Grimes Public Parkland Dedication Ordinance."

13-4-3 Intents and Purposes:

- A. The purpose of this ordinance is to regulate the use and development of land so as to assure that new developments provide for the health, safety and welfare of future residents by providing land for public parks within the City of Grimes and within areas being newly developed or redeveloped for residential purposes.

13-4-4 Rules of Construction:

- A. The provisions of this ordinance shall be liberally construed so as to effectively carry out its purpose in the interest of the public health, safety, and welfare.
- B. For the purposes of administration and enforcement, unless otherwise stated in this ordinance, the following rules of construction shall apply to the text of this ordinance:
1. In case of any difference of meaning or implication between the text of this ordinance and any caption, illustration, summary table, or illustrative table, the text shall control.
 2. The word *shall* is always mandatory and not discretionary; the word *may* is permissive.
 3. Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.
 4. The phrase *used for* includes *arranged for*, *designed for*, *maintained for*, or *occupied for*.
 5. The word *person* includes an individual, a corporation, a partnership, an incorporated association, or any other legal entity.
 6. Unless the context clearly indicates the contrary, where a regulation involves two (2) or more items, conditions, provisions, or events connected by the conjunction *and*, *or* or *either...or*, the conjunction shall be interpreted as follows:
 - a. *And* indicates that all the connected terms, conditions, provisions, or events shall apply.
 - b. *Or* indicates that the connected items, conditions, provisions, or events may apply singly or in any combination.
 - c. *Either...or* indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.
 7. The word *includes* shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.
 8. *Zoning Administrator* means the zoning administrator or the municipal officials he/she may designate to carry out the administration of this ordinance.

13-4-5 Definitions:

A capital improvement includes parks planning, land acquisition, site improvements, buildings, and equipment but excludes maintenance and operation.

Development order means a regulatory approval by the City of Grimes.

A Dwelling Unit means a room or group of rooms which are arranged, designed, or used as a dwelling for the occupancy of one (1) family containing sleeping, bathroom, and kitchen facilities.

Multi-Family Dwelling means a dwelling designed for or occupied by three (3) or more families with separate housekeeping and cooking facilities for each but excluding townhomes or condominiums.

Single-family Attached Dwelling includes a two-family dwelling, townhomes and condominiums.

A Single-family Detached dwelling is a one family dwelling.

A Mobile Home is defined in Section 12-4-1

Private recreational facility is any recreational facility which is not owned by or dedicated to the City of Grimes.

Recreational facility improvements consist of the acquisition and installation of equipment, building construction, grading, landscaping, and extension of services. These improvements include only those activities that are directly associated with the development of the proposed recreational facilities from raw ground.

Developer means any person, individual, firm, partnership, association, corporation, estate, trust, or other entity acting or proposing to subdivide land for the construction of any of the residential buildings.

Park means any neighborhood park or neighborhood recreational trail.

Pond means any still body of standing water.

Waterway means a channel through which water runs.

13-4-6 Requirement of Dedication of Public Parkland:

- A. Any developer who, after the effective date of this ordinance, seeks to develop land for residential purposes within the City of Grimes, Iowa, shall be required to dedicate public parkland.
- B. No new plats or site plans for residential development shall be approved unless and until the provisions of this ordinance are complied with.

13-4-7 Computation of Amount of Public Parkland:

This section shall prescribe the minimum amount of space to be provided in a proposed development for use as a public park. Such space shall be required to be provided for by a developer who, after the effective date of this ordinance, seeks to develop land within the City of Grimes, Iowa, by submitting a plat or site plan for approval.

- A. The amount of Public Parkland required in a proposed development shall be a minimum of 20,000 square feet and computed as follows:
 1. Residential Occupancy Per Living Units: In determining the anticipated occupancy for the proposed development it shall be assumed that the following dwellings will accommodate the following number of individuals:

LAND USE TYPE (UNIT)	
Individuals Per Each Residential Living Unit:	
Single-Family Detached	2.980 individuals
Single-Family Attached	1.954 individuals
Multi-Family	1.615 individuals
Mobile Home each Unit	1.600 individuals

2. Public Parkland Per Individual: In determining the space required for public parkland in a proposed development, it shall be required that 5 acres of recreational space be provided for every 1,000 individuals. Since some developments will not house 1,000 individuals, the space requirement is to be applied on a per individual basis. Therefore, .005 acres of public

parkland shall be provided for each individual proposed to be housed in the new development based on the assumptions contained in paragraph A.1, above.

3. Calculation of Required Public Parkland for Each Development.

- a. For Single-Family Detached Developments generally intended for individual ownership, the following formula shall be utilized:

$$(\text{Number of lots}) \times (2.980 \text{ individuals/lot}) \times (.005 \text{ acres/individual})$$

Example for illustration purposes only: For a Single-Family Detached residential development subject to the requirements of this ordinance that proposes 75 lots, the calculation under this paragraph would be as follows:

$$75 \text{ lots} \times 2.980 \times .005 = 1.118 \text{ acres}$$

Under this illustration, the developer would be required to dedicate public parkland of at least 1.118 acres of property within the proposed development.

- b. For Single-Family Attached Developments generally intended for individual ownership, the following formula shall be utilized:

$$(\text{Number of lots}) \times (1.954 \text{ individual/lot}) \times (.005 \text{ acres/individual})$$

Example for illustration purposes only: For a Single-Family Attached residential development subject to the requirements of this ordinance that proposes 75 lots, the calculation under this paragraph would be as follows:

$$75 \text{ lots} \times 1.954 \times .005 = .7328 \text{ acres}$$

Under this illustration, the developer would be required to dedicate public parkland of at least .7328 acres of property within the proposed development.

- c. For Multi-Family Developments generally intended for rental, the following formula shall be utilized:

$$(\text{Number of units}) \times (1.615 \text{ individuals/unit}) \times (.005 \text{ acres/individual})$$

(Note: The 1.615 is based upon 2000 census for rental occupancy.)

Example for illustration purposes only: For a Multi-Family residential development subject to the requirements of this ordinance that proposes 100 units, the calculation under this paragraph would be as follows:

$$100 \text{ units} \times 1.615 \times .005 = .8075 \text{ acres}$$

Under this illustration, the developer would be required to dedicate public parkland of at least .8075 acres of property within the proposed development.

- d. For Mobile Home Developments, the following formula shall be utilized:

$$(\text{number of lots}) \times (1.60 \text{ individuals/lot}) \times (.005 \text{ acres/individual})$$

Example for illustration purposed only: For a Mobile Home development subject to the requirements of this ordinance that proposes 75 mobile home lots, the calculation under this paragraph would be as follows:

$$75 \text{ lots} \times 1.60 \times .005 = .60 \text{ acres}$$

Under this illustration, the developer would be required to dedicate public parkland of at least .60 acres of property within the proposed development.

- B. If a plat or site plan is requested for mixed uses, then paragraph A of this section shall apply only to those areas of the plat or site plan devoted to residential uses.
- C. The dedicated public parkland may include waterways and ponds, provided the area of such waterways and ponds is not used to satisfy the amount of public parkland required in paragraph A of this section. The area of any pond or waterway shall be considered the top of the bank of such feature.
- D. In the case of change of use, redevelopment, or expansion or modification of an existing use which requires the approval of an amended plat or site plan, the above space requirements for public parkland shall be based upon the new lots or new units being proposed for development.
- E. Where proposed subdivisions abut undeveloped lands, the dedicated public parkland shall be located adjacent to the subdivision boundaries with the undeveloped land, at the discretion of the City Council, to allow the public parkland to be increased in size when the adjacent property develops.
- F. The amount of public parkland required to be dedicated under this section shall be capped and shall not exceed the following percentages when compared to the number of acres being developed.
 - 1. Single-Family Detached: The number of acres required to be dedicated as public parkland shall not exceed 5% of the total number of acres being developed as single-family detached.
 - 2. Single-Family Attached and Multi-family: The number of acres required to be dedicated as public parkland shall not exceed 10% of the total number of acres being developed as long as the proposed development does not exceed 12 units per acre. If the proposed development exceeds 12 units per acre, the number of acres required to be dedicated as public parkland shall not exceed 15% of the total number of acres being developed as single-family attached or multi-family.
 - 3. Mobile Homes: The number of acres required to be dedicated as public parkland shall not exceed 10% of the total number of acres being developed as mobile homes.

13-4-8 Requirement of Dedication and Installation of Land or Easements for Trails:

Where bike/pedestrian or recreational trails are indicated in the Comprehensive Plan the developer shall be required to dedicate land or trail easements at least twenty (20) feet in width. Furthermore, the developer is required to install the trails to the width and specifications as required by the City Engineer. This land or easements, if approved by the City Council, may serve to satisfy parkland dedication requirements. The area of this land shall be considered the length of the trail multiplied by 20 feet. This includes land that is within public right-of-way.

13-4-9 Alternative to Dedication of Public Parkland:

If a developer does not desire to dedicate public parkland required in Section 13-4-7, the developer may make a request to the City Council that the developer be allowed to meet the requirements of Section 13-4-7 through other arrangements agreeable to the City Council and the developer as long as such agreement provides equal value to the City. Such arrangements shall be made between the City Council and the developer in the form of a Development Agreement.

13-4-10 Exemptions and Credits:

A. The following shall be exempted from the requirements of sections 13-4-6, 13-4-7 and 13-4-8:

1. Alterations or expansion of an existing building where no additional residential units are created and where the use is not changing.
2. The construction of accessory buildings or structures.
3. The replacement of a destroyed or partially destroyed building or structure with a new building or structure of the same size and use.
4. The installation of a replacement mobile home.
5. The construction of any non-residential building or structure or the installation of a nonresidential mobile home.

Any claim of exemption shall be made no later than the time of application for a preliminary plat approval. Any claim not so made shall be deemed to be waived.

13-4-11 Penalty Provisions:

A violation of this ordinance shall be prosecuted in the same manner as misdemeanors are prosecuted and upon conviction the violator shall be punishable according to law; however, in addition to or in lieu of any criminal prosecution, the City of Grimes shall have the power to issue a civil infraction for any violation of this chapter and shall be entitled to any fines, injunctive relief and other remedies allowed the City under the civil infraction provisions of the Code of Iowa. It is specifically declared that the failure of a developer, individual or entity to comply with the above provisions of the Public Parkland Dedication Ordinance shall be a nuisance subject to all fines and remedies provided in this Code.

13-5 Addressing

13-5-1 Purpose:

The purpose of this ordinance for street naming and addressing is to establish standards for naming roadways and assigning numbers to all dwellings, principal buildings, businesses and industries; and to assist emergency service agencies, the United States Postal Service and the public in the timely and efficient provision of services to residents and businesses of Grimes, Iowa.

13-5-2 Street Requiring Names:

A roadway will be named if it meets at least one of the following conditions:

1. If two or more dwelling units or business-related buildings exist, or are proposed to be constructed, that are accessed off a private roadway that is served by the public right-of-way.

2. If the roadway is maintained by the City.

13-5-3 Street Name Selection:

The following standards will be used:

1. Street names should be easy to read and pronounce so that the public, children in particular, can say the name in an emergency situation. Street names with confusing spellings should be avoided in the future.
2. Names with the same theme (i.e., flowers, states) are suggested for naming streets in an entire subdivision, as a means of general identification. (Refer to the Street Naming Theme Map and List.)
3. Historically used road names should be retained where possible.
4. Names tending to be confused as homonyms, having the same or similar pronunciation but with different spellings, shall not be used within the City (e.g., Smith, Smyth or Smythe; Ellis or Alice; Allen or Alan).
5. Street names should not be considered inappropriate in regards to race, color, sex, religion, national origin, ancestry, disability, or regarded as generally offensive.
6. Use of frivolous or complicated words, or unconventional spellings, in road names is discouraged.
7. Street names shall not duplicate or sound similar to other names even if the spelling is different (e.g. Bay View DR, Bayview DR or Brainard LN, Barnard LN). Care must be taken that the street names are also not similar to neighboring jurisdictions, which could cause confusion for emergency personnel who respond in several jurisdictions.
8. Do not use special characters in road names such as hyphens, apostrophes or dashes.
9. Geographic directions may not be used as part of the street name. Street names such as Southgate and Westport must be avoided in future developments. The use of north, south, east, west, and any variation should be reserved for prefix and suffix use only, so as not to cause any confusion. When verbally giving an address such as these, it would be impossible to distinguish between N. Shore and Northshore, for example.
10. A street type, like a direction, must be avoided as part of the root street name. Section "D. Suffixes" covers the standard for street types like Avenue, Court, and Boulevard. For example, a street named Winding Lane Drive is confusing since Lane and Drive are both street types.
11. Street names will be 12 characters or less, exclusive of prefixes and suffixes. Spaces between words will be counted as characters.
12. Street names should be no more than two words and unnecessary spacing in a name should be monitored. For example, Forestview is much preferred over Forest View.
13. Use of existing street names for street extensions will be maintained to the maximum extent possible. Streets with a curve or turn up to and including $90 \pm 15^\circ$ will retain a single street name so long as one segment is less than 600 feet. Except where absolutely necessary to fit the overall street network, platting of streets with significant turns (greater than 45°) with significant lengths (greater than 600 feet) is prohibited.

14. An "L" shaped street, one that has two segments of significant length (greater than 600 feet) separated by a significant curve (greater than 45°), shall have different names for each segment. Numbering will be in accordance with the Standard City Grid.
15. If the intermediate segment of an "S" shaped street is less than 600 feet, then the entire street will have the same name. Otherwise, that segment will have a separate name. Any segment less than 600 feet will have the same name as its adjacent segment. Numbering will be in accordance with the Standard City Grid.
16. In order to retain the same name throughout, a "U" shaped street must have a total length of less than 1200 feet. However, if one segment (separated by a $90 \pm 15^\circ$ turn) is greater than 600 feet, the street will have at least two names. The segment between two $90 \pm 15^\circ$ turns, if less than 600 feet, may retain the name of one of the other segments or have a separate name. If all three segments are greater than 600 feet, then each segment must have a separate name.

13-5-4 Directional Prefixes:

All streets north of 1st Street and east of James shall have a prefix of NE. All streets north of 1st Street and west of James shall have the prefix NW. All streets south of 1st Street and east of James shall have the prefix SE. All streets south of 1st Street and west of James shall have the prefix SW. All portions of 1st Street shall have a W prefix extending west from the intersection of James Street and an E prefix east of the intersection of James Street. All portions of James Street will have an N prefix north of the intersection of 1st Street and a S prefix south of the intersection of 1st Street.

13-5-5 Suffixes:

The following suffixes are suggested for naming a type of roadway. Other suffixes not listed below may be considered at the discretion of the City providing they meet valid street suffix abbreviations, as defined by the United States Postal Service (USPS) official suffix guidelines (USPS, Postal Addressing Standards, August 1995, Publication 28).

Avenue (AVE) – Thoroughfares that run north-south.

Boulevard (BLVD) – A street with a grassy median or a winding thoroughfare that may run in any direction.

Circle (CIR) – A street that has no dead end that starts and ends off another street.

Court (CT) – Any cul-de-sac.

Drive (DR) – A street that generally runs north and south but is not a thoroughfare.

Highway (HWY) – A primary State or Federal route, suitable for heavy traffic volume.

Lane (LN) – Usually short streets.

Parkway (PKWY) – A street with a grassy median or a winding thoroughfare that may run in any direction.

Road (RD) – A street that generally runs north and south.

Street (ST) – A street that generally runs east and west.

13-5-6 Municipal Annexation of Streets:

When the City annexes an existing roadway, the City may change the name of the annexed roadway to conform with the guidelines outlined herein.

13-5-7 Naming New Roads:

New streets will be named during the subdivision process. In case the requirements of the subdivision ordinance contradict this policy, the more restrictive requirements will apply.

13-5-8 New Street Names for New Developments:

The developer shall propose the naming of all streets within a new subdivision at the time of filing the preliminary plat. The City of Grimes will review all subdivisions for conformance with this street naming policy at the time of preliminary plat review.

Street name(s) become final upon recording of the final plat.

13-5-9 Renaming Existing Streets:

If the City of Grimes determines an existing street needs to be renamed, then the following procedures are recommended:

1. Eliminating Conflicting Street Names

In the case of two or more conflicting street names, the City of Grimes will use the following conditions to determine which street name should be changed.

Condition
Older recognized name (if known)
Greater number of addresses
Arterial street
Historical relevance
Existing street signs
Relatedness of town/subdivision names

2. Notification of Name Change

The City of Grimes will notify the affected property owners, the United States Postal Service (USPS), utility companies, Polk and/or Dallas County and emergency services of street name changes.

3. Ordinance and Signs

The City shall pass a resolution adopting the new street name and the appropriate signing, in accordance with the policies established herein. If an existing street name that was named by ordinance needs to be changed, established procedures will be followed to repeal the ordinance prior to adoption of the new street name. The sign installation shall take place no later than one hundred and eighty days (180) from the adoption of the change.

13-5-10 Addressing Agency:

The City shall establish and assign street address numbers in accordance with the guidelines set forth herein. All buildings used for residential, commercial, industrial, institutional or governmental purposes shall be provided with an address identifying the building.

13-5-11 Addressing Methodology:

The Frontage Interval Addressing System is based on the measurement of the intervals between the beginning of a road and the structures along the road. The frontage interval system will follow an interval guideline or measurement increment. The frontage interval system includes rules for the point of beginning of the road, the location of odd and even numbers along a road, the "take-off" point for semi-circular roads and numbering cul-de-sacs, numbering of diagonal roads, numbering of apartments and duplexes, numbering of businesses, trailer parks and stacked addresses.

The following list is a description of the generally acceptable numbering standards:

1. The Frontage Interval. The address closest to the center of each lot shall be used as the street address.
2. Odd/Even Number Location: Even numbers shall be assigned to buildings fronting on the west side of streets running north and south and on the south side of streets running east and west. Odd numbers shall be assigned to buildings fronting on the east side of streets running north and south and on the north side of streets running east and west.
3. Beginning Point: James Street and an imaginary line extended north from 1st Street through the center of subsequent sections constitute the base line for the numbering system as applied to streets running east and west. 1st Street constitutes the base line for the numbering system as applied to streets running north and south. Numbering should ascend away from the beginning point in either direction. In the case of a dead-end road, the beginning point will be at the point of departure from the main road, regardless of direction.
4. Fractional, Alphanumeric, Hyphenated Addresses: There should be no use of fractional addresses, alphanumeric address numbers, nor hyphenated address numbers (e.g. 34 ½ Ash St, 123A Main St, 41-656 Bell St). Rules B.1 through B.4 shall apply unless the city numbering scheme is continuing, as in leaving a city or subdivision where other numbers are being used. In this case, the existing system in place will dictate the beginning, odd/even number.

Recommendations for specific numbering situations are below. The general logical order of address elements should follow United States Postal Service (USPS) conventions: road number, pre-directional (if any), primary road name, suffix, post-directional (if any), and secondary number (if any) (e.g. 110 S Main St, Apt 304).

5. Diagonal Streets: Diagonal streets should be treated as either north-south or east-west streets. Arbitrary decisions on the direction are acceptable, but the primary direction should be chosen.
6. Street Orientation: For the purpose of determining which block a structure is addressed, the orientation of the street must be determined. The average direction will be determined by drawing a line from one endpoint of the street to the other to determine its orientation relative to North and South.

7. Circular Streets: Circular streets and roads begin at the low numbered intersection and are numbered with the even numbers on the inside of the circle. The outside of the circle is numbered first and consecutively. The inside is then numbered to match and mix with the outside. This will result, in some cases, in fewer numbers on the inside of the circle, and also with spaces between the numbers.
8. "U" Shaped Streets: Numbering of the "U" shaped streets containing more than one name will be in accordance with the Standard City Grid. Numbering of single named "U" shaped streets will start with the street endpoint closest to the Point of Origin. Odd and even addresses will be based on the orientation of the street at the starting point. The block number will be the block number of the street adjoining the starting point. If all three lengths are less than 600 feet and the total length is less than 600 feet, the Street Orientation rule shall apply.
9. Cul-de-sacs: The numbering begins from the intersection of the main road and ascends toward the cul-de-sac. Once in the cul-de-sac the numbers proceed even around the left side of the circle and odd around the right side of the circle progressing in the direction that the numbers increase. Odd and even numbers meet at mid-point or the back of the cul-de-sac. On rare occasions there may be structures inside the cul-de-sac. When this occurs, number the structure or structures in the way that will fit best. Generally, there are no houses in the middle ground.
10. Corner Lots: When assigning numbers to corner lots, the shortest street frontage or the main entrance location, if known, shall be used. Developers/owners may request a one-time only change of address when the main entrance location has been determined.
11. Crossing County Lines: When annexing across county lines, the municipal addressing system will prevail.
12. Stacked Addresses: Structures behind other structures facing the road, sharing a common driveway, should be numbered following the rules for distance and direction herein. Use of a hyphenated, alphanumeric or fractional number will not be allowed.
13. Apartments, Condos, and Cooperative Housing: Apartment complexes shall have a street address assigned to each building. Apartments and other multi-tenant structures should be numbered with the main building and then assigned apartment numbers as secondary location indicators (e.g. 202 Main St, Apt 303). If possible, use apartment numbers to indicate the floor location (e.g. Apt 303 is the third apartment on the third floor). Basements, or sub-levels, shall be assigned a two-digit unit number as a secondary location indicator (e.g. Unit 12 is in the first sub-level where as Unit 22 is in the second sub-level).
14. Townhouses: Townhouse addressing will be in accordance with the Standard City Grid.
15. Businesses: Businesses and business districts shall have a street address assigned to each building, with the offices or businesses in the building being numbered as suites (e.g. 225 Oak Dr, Suite 101). This rule may also be applied to "office parks" where each business has its own small building.
16. Shopping Malls and Strip Malls: Shopping malls shall have one address for all units accessible from the interior hallway. All interior units shall be assigned a four-digit unit number as a secondary location indicator with the first number indicating the level number (e.g. 2801 Grand Ave, Suite 1025). Exterior doors to interior units shall be labeled with either the unit number or

occupant name to assist emergency personnel in finding the unit should it be necessary to access the unit from the exterior. Exterior units shall have a separate street address and shall be treated as a strip mall.

Strip malls will use an increment of 4 per bay. For a one-for-one exchange of old and new tenants, there will not be a need to change the address between tenants. Where there is a change of tenants but not a one-for-one exchange, new addresses may be assigned. If a tenant moves out and a neighboring tenant expands into the vacated bay, there will be no change of address. If the neighbor decides to change entrances, there will be no change of address.

17. Mezzanines: Any mezzanine used as a separate unit shall be assigned a unit number in sequence to the floor directly below it.
18. Outlying Structures: The numbering sequence of outlying structures will be determined as if they were physically located within the strip mall building itself. For new outlying structures added to existing strip malls, the increment of 4 will be used. If the increment of 4 is in use, then an increment of 2 will be used.
19. Mobile Home Parks: Mobile home parks should name the road(s) in the park and number the homes as single-family dwellings following the rules for distance and direction herein (e.g. 45 Forest Ln). An alternative is to number the homes just like apartments with the homes being designated as lots instead of apartments (e.g. 334 Elm St., Lot 23). In either case, the number will be displayed on the mobile home in accordance with the municipal guidelines.
20. Structures: When assigning numbers to structures that are not a dwelling or business, the middle of the structure should determine the address assigned. Structures should always be numbered according to the road they face. An exception to this is when the structure is obscured or if the structure is best reached for emergency purposes by the driveway. In such cases, the address should be assigned where the driveway falls on the road.
21. Preplanning Subdivisions: New subdivisions will require street naming and address assignments to the lots prior to final approval. The City of Grimes Zoning Administrator/designee must review the plan for compliance with the various sections of this ordinance, as they relate to street naming and the assignment of address numbers.
22. Plats of Survey: All plats of survey shall be reviewed by the City of Grimes Zoning Administrator/designee for address changes. If the plat of survey consists of splitting (creating additional) or combining (deleting) lots, new addresses shall be assigned.

13-5-12 Exempt Buildings and Uses:

The following buildings and uses do not require an address, but may be addressed at the request of the property owner and will be provided in accordance with the municipal guidelines:

1. Farm buildings which are not residential or commercial
2. Accessory buildings which have uses that are accessory to the primary use of a residential, commercial, industrial, institutional or governmental building.

13-5-13 Changing Address Numbers:

If an address number is changed for any reason, the City shall be responsible for assigning the new address number. An application requesting the change shall be filed with the Zoning Administrator. When such a change is made, the City shall notify the building owner to make the change, and notify the United States Postal Service (USPS), Polk and/or Dallas County, utility companies, and emergency services. The owner of the building shall cause the posted address numbers to be changed within thirty (30) days of receipt of such notice. The resident of the building will be responsible for notifying all suppliers and others of the address change.

13-5-14 Addressing New Construction and Development:

1. Building Permit Requirements

Prior to beginning new construction, property owners shall submit an application for a building permit. Municipal building permit ordinances shall require that an address be assigned to the new building(s) before a building permit is awarded. For multi-family or business use, unit numbers shall be assigned prior to beginning new construction.

2. Subdivision Requirements

No residential, commercial or industrial subdivision or land development shall be approved or recorded unless it has been assigned address numbers and a street name. Current municipal subdivision ordinances and/or regulations shall be followed, if different from guidelines set forth herein.

13-5-15 Responsibility for Display of Address Numbers:

It shall be the responsibility of each and every property owner, trustee, lessee, agent and occupant of each residence, apartment building, business or industry to purchase, post and maintain address numbers as required under this ordinance at all times. It shall be the duty of the above mentioned, upon affixing a new address number, to remove any conflicting number. It shall be unlawful to cover any address number with any sign, drapery, or other obstruction tending to conceal such number.

13-5-16 Size and Location of Street Address Numbers:

1. Residences, Townhouses and Businesses

It shall be the duty of each and every property owner, trustee, lessee, agent and occupant of each residence, apartment building or business to display the assigned address number according to the guidelines set forth herein. The address number shall be made up of numbers and/or letters which are not less than four inches in height, contrasting in color with the background on which they are affixed, as near to the front entrance as possible and practical, so that the number is legible from the sidewalk (if any), the road and the opposite side of the street day or night.

2. Private Lane and Long Driveways

If any residence, apartment building or business (except malls or shopping centers) is located so that the address number is not clearly visible from the street, an additional address number shall be posted at the intersection of the driveway with the public street. The additional address number shall be made up of numbers and/or letters which are not less than four inches in height, contrasting in color with the background on which they are affixed, visible day or night, and placed upon a post or other structure which displays the number at least forty-eight inches above the

ground. The property owner is responsible for the installation of these additional sets of address identifiers.

3. Industrial and Commercial Structures

All industrial and commercial structures located in areas in which small residential style address numbers are not visible from the road, shall display address numbers that are visible from the nearest public road. The number shall contrast in color with the background on which it is affixed and shall be visible day or night, from the street. When possible, the number shall be displayed beside or over the main entrance of the structure.

4. Apartment Buildings, High-rises, and Multi-tenant Buildings

All apartment buildings, high-rises, and multi-tenant buildings shall display address numbers above or to the side of the primary entrance to the building. Address numbers shall contrast with the color of the background to which they are affixed, and shall be visible day or night from the opposite side of the street facing the main entrance. Apartment numbers for individual units within the complex shall be displayed on, above, or to the side of the doorway of each unit and shall not be less than 2 ½" in height.

13-5-17 Notice to Comply:

Municipal officials shall be authorized to enter upon private property for the purposes of inspection and to give notice by personal service or by certified mail to persons in violation of this ordinance directing them to abate the situation within thirty (30) days after issuance of such notice. Refusal to number a building or failure to abate after notice and a period of 30 days constitutes a municipal infraction subject to Chapter 4 of the Grimes Code of Ordinances.

13-5-18 Municipals Officials:

Municipal officials are responsible for:

1. Resolving road name duplications within a municipality in compliance with municipal policy
2. Maintaining a building permit ordinance requiring that the applicant have an address assigned prior to receiving a building permit and to enforce this ordinance
3. Maintaining a subdivision ordinance requiring that the applicant have approved street names for all proposed roads prior to receiving approval of preliminary plat and to enforce this ordinance
4. Passing ordinances to adopt names for all roads within the municipality
5. In the case that a street name must be changed, the City will inform property owners along the street
6. Fabricating and installing street name signs at the intersections of all new public roads in accordance with the current federal guidelines
7. Maintaining street name signs at the intersections of all existing public roads in accordance with the current federal guidelines
8. Requiring posting of address numbers consistent with this policy
9. Administering this policy

10. Maintaining a city database of street names
11. Reviewing subdivision requests for conformance with this policy
12. Reviewing requests for street name changes for compliance with this policy
13. Notifying the United States Postal Service (USPS), Polk and/or Dallas County, utility companies, and emergency services of street name changes
14. Establishing, assigning and when necessary, changing address numbers in accordance with this policy
15. Municipal officials will have the responsibility of notifying persons who are in violation of this policy.

13-5-19 United States Postal Service:

The United States Postal Service (USPS) is responsible for:

1. Maintaining a dual addressing system, delivering mail addressed to either address for a period of twelve months
2. Keeping a record of address change notifications as they are received from the City.

13-5-20 Property Owners and Residents:

Each and every property owner, trustee, lessee, agent and occupant of each residence, apartment building, business, industry or institution are responsible for:

1. Purchasing, posting and maintaining assigned address numbers in conformance with the guidelines set forth herein
2. Removing old address numbers when new numbers are posted
3. In the case of private lanes, purchasing and installing a street name sign in compliance with current City requirements.

13-5-21 Developers/Builders:

Developers shall be responsible for:

1. Obtaining approval for street names prior to receiving approval of preliminary plats
2. Obtaining an address before receiving a building permit or approval of a subdivision final plat
3. Purchasing and installing all street signs in compliance with current City requirements.

13-6 Trees

13-6-1 Definitions:

Following are definitions as they pertain to this chapter.

Parking area means that part of the public street right-of-way lying between the sidewalk line or right-of-way line and the curb line, edge of pavement or edge of traveled way.

Street tree means any City Council approved trees, shrubs, bushes, and all other woody vegetation located on public property.

Private trees are herein defined as trees, shrubs, bushes and all other woody vegetation owned by a person or group and kept for their exclusive use.

Heritage trees are herein defined as a (typically large) individual tree with unique value which is considered irreplaceable. The major criteria for heritage tree designation are age, rarity, and size as well as aesthetic, botanical, ecological, or historic value.

Tree Board is herein defined as an advisory board to the City Council to promote the growth and development of tree programs in the City of Grimes. Specifically, the Tree Board shall have the authority to establish certain guidelines for the care, preservation, trimming, planting, replanting, removal, or disposal of trees and other landscape plantings within street rights-of-way, parks and public places to ensure safety and to preserve and enhance the aesthetics of such public places.

13-6-2 Planting Restrictions:

No tree shall be planted on any parking area or within ten (10) feet of the lot line of private property abutting any street, without direct consent of City Council.

13-6-3 Street Tree Planting Standards:

The following standards shall guide the planting of street trees and other landscaping materials. *The National Arbor Day Foundation; International Society of Arboriculture; and American National Standards Institute established these standards.* All trees planted within public right-of-way must be approved per Grimes City Council.

- 1. No landscaping material may be planted which would cause a public danger or nuisance.
- 2. No tree shall be planted nearer than four feet to the sidewalk line or other impervious surface such as the curb and gutter line of the street.
- 3. A minimum of seven feet diameter without impervious surface must exist in the parking area, between the curb and sidewalk, to provide adequate growing conditions.
- 4. No street tree or shrub that will grow above 30 inches in height shall be planted on a corner lot where two streets intersect for a distance of 35 feet in any direction from the point of intersection at the curb line.
- 5. No street tree shall be planted within 15 lateral feet of an overhead utility line, five lateral feet from water or sanitary sewer lines, ten feet of a fire hydrant, five feet from a driveway or 35 feet from a traffic control sign.
- 6. The following trees are acceptable for street trees:

Acceptable Street Trees	
Botanical Name	Common Name
<i>Acer x Freemanii</i>	Freeman Maple
<i>Acer miyabei</i>	Miyabe Maple

Acceptable Street Trees	
Botanical Name	Common Name
<i>Acer rubrum</i>	Red Maple
<i>Acer saccharum</i>	Sugar Maple
<i>Celtis occidentalis</i>	Hackberry
<i>Corylus colurna</i>	Turkish Filbert
<i>Ginkgo biloba</i>	Ginkgo (male only)
<i>Gleditsia triacanthos var. inermis</i>	Thornless Honeylocust
<i>Gymnocladus dioicus</i>	Kentucky Coffeetree
<i>Liquidambar styraciflua</i>	Sweetgum
<i>Liriodendron tulipifera</i>	Tulip Tree
<i>Nyssa sylvatica</i>	Blackgum
<i>Malus spp.</i>	Crabapple (upright and columnar)
<i>Phellodendron spp.</i>	Corktree
<i>Platanus X acerfolia</i>	London Planetree
<i>Platanus occidentalis</i>	Sycamore
<i>Quercus bicolor</i>	Swamp White Oak
<i>Quercus macrocarpa</i>	Bur Oak
<i>Quercus muehlenbergii</i>	Chinkapin Oak
<i>Quercus robur</i>	English Oak
<i>Quercus rubra</i>	Red Oak
<i>Quercus velutina</i>	Black Oak
<i>Tilia American</i>	American Linden
<i>Tilia Cordata</i>	Littleleaf Linden
<i>Tilia tomentosa</i>	Silver Linden
<i>Ulmus Americana</i>	American Linden
<i>Zelkova serrata</i>	Zelkova

7. The following trees are not acceptable for planting on City of Grimes properties. These species are unsuitable for their shape, durability, climate hardiness, insect and disease susceptibility, or root characteristics and shall not be planted:

Trees/Shrubs Not Acceptable	
Botanical Name	Common Name
<i>Acer ginnala</i>	Amur Maple
<i>Acer negundo</i>	Boxelder
<i>Acer platanoides</i>	Norway Maple
<i>Ailanthus altissima</i>	Tree of Heaven
<i>Berberis thunbergii</i>	Barberry
<i>Elaeagnus angustifolia</i>	Russian Olive
<i>Elaeagnus umbellata</i>	Autumn Olive
<i>Euonymous alatus</i>	Burning Bush
<i>Fraxinus spp.</i>	Ash (all species)
<i>Ligustrum spp.</i>	Privet
<i>Gleditsia triacanthos</i>	Honeylocust
<i>Lonicera spp.</i>	Honeysuckle
<i>Malus spp.</i>	Crabapple (disease prone only)
<i>Moras spp.</i>	Mulberry
<i>Pinus nigra</i>	Austrian Pine
<i>Pinus sylvestris</i>	Scotch Pine
<i>Populus alba</i>	White Poplar
<i>Populus alba 'Pryamidalis'</i>	Bolleana Poplar
<i>Populus nigra 'Italica'</i>	Lombardy Poplar
<i>Prunus padus</i>	Mayday Cherry
<i>Prunus virginiana 'Schubert'</i>	Canada red cherry
<i>Rhamus cathartica,</i>	Common Buckthorn
<i>Rhamus frangula</i>	Glossy Buckthorn
<i>Robinia pseudoacacia</i>	Black Locust
<i>Salix spp.</i>	Willow species
<i>Sorbus aucuparia</i>	Mountain Ash
<i>Ulmus pumila</i>	Siberian Elm

A tree existing within the public right-of-way at the time of the adoption of the ordinance codified in this chapter, if damaged due to a windstorm, snow/ice storm, vandalism, or vehicular accident, may be

replaced by a tree from one of the species of trees identified in subsection 6 of this section if, in addition, the replacement tree is planted in conformance with the requirements of subsection 4 of this section and not within ten feet of a fire hydrant or 35 feet of a traffic control sign. Trees existing in the public right-of-way at the time of adoption of said ordinance which die of natural causes must be replaced in compliance with this chapter.

****Please Note:** The species offered below are for determining size-class.

- Small Trees: Crabapple, Redbud, Serviceberry, Japanese Tree Lilac.
- Medium Trees: Hackberry, Honey Locust, Linden, English Oak.
- Large Trees: Kentucky Coffee Tree, Sugar Maple, Bur Oak, Sycamore.

SPACING. The spacing of Street Trees will be in accordance with the three size classes listed above and no trees may be planted closer together than the following: Small trees, 25 feet; Medium trees 35 feet; and Large trees 45 feet. These may be altered in special plantings situations as designed and approved by a landscape architect or ISA Certified Arborist.

UTILITIES. No Street Trees other than those listed as Small Trees may be planted under or within 10 lateral feet of any overhead utility wire or over and within 5 lateral feet of any underground water line, sewer line, transmission line or any other utility.

PUBLIC TREE CARE. The City shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, parks, and public grounds as necessary to ensure public safety or preserve and enhance the symmetry and aesthetics of such public grounds.

13-6-4 Duty to Trim Trees:

The owner or agent of the abutting property shall keep the trees on, or overhanging the street, trimmed so that all branches will be at least fourteen (14) feet above the surface of the street and eight (8) feet above the sidewalks. If the abutting property owner fails to trim the trees, the City may serve notice on the abutting property owner requiring that such action be taken within five (5) days. If such action is not taken within that time, the City may perform the required action and assess the costs against the abutting property for collection in the same manner as a property tax.

(Code of Iowa, Sec. 364.12[2c, d & e])

13-6-5 Trimming Trees to be Supervised:

Except as allowed in Section 13-6-3, it is unlawful for any person to trim or cut any tree in a street or public place unless the work is done under the supervision of the City. For the purposes of this section, the determination for supervision shall be based upon the location of the trunk of the tree.

13-6-6 Disease Control:

Any dead, diseased or damaged tree or shrub which may harbor serious insects, pests, or disease injurious to other trees is hereby declared to be a nuisance.

13-6-7 Inspection and Removal:

The Council shall inspect or cause to be inspected any trees or shrubs in the City reported or suspected to be dead, diseased or damaged, and such trees and shrubs shall be subject to the following:

1. City Property. If it is determined that any such condition exists on any public property, including the strip between the curb and the lot line of private property, the Council may cause such condition to be corrected by treatment or removal. The Council may also order the removal of any trees on the streets of the City which interfere with the making of improvements or with travel thereon.
2. Private Property. If it is determined with reasonable certainty that any such condition exists on private property and that danger to other trees or to adjoining property or passing motorists or pedestrians is imminent, the City Council shall notify by certified mail the owner, occupant or person in charge of such property to correct such condition by treatment or removal within fourteen (14) days of said notification. If such owner, occupant or person in charge of said property fails to comply within fourteen (14) days of receipt of notice, the Council may cause the condition to be corrected and the cost assessed against the property.

(Code of Iowa, Sec. 364.12[3b & h])

13-6-8 Tree Topping Prohibited:

It is unlawful as a normal practice for any person or City department to top any street tree, park tree or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

13-6-9 Removal of Stumps:

All stumps of street trees shall be removed in a timely manner. Stumps that aren't removed should be painted a fluorescent color and flagged to mark stump location. Stumps should be removed below the surface to a depth of 6-8", filled with good soil to grade or slightly above, and seeded to match surrounding vegetation.

13-6-10 Arborists License & Bond:

It shall be unlawful for any person or firm to engage in the business or occupation of pruning, treating, or removing street trees without providing evidence of appropriate State licensing. However, no license shall be required of any City employee doing such work in the pursuit of their public service endeavors. Each service provided shall also provide evidence of possession of insurance adhering to the latest requirements of the City. The policy should specifically indemnify the City of any person injured or damaged resulting from the pursuit of such endeavors as herein described.

13-6-11 Review by City Council:

The City shall have the right to review the conduct, acts and decisions of the City Tree Board. Any person may appeal from any recommendation of the City Tree Board to the City.



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AGENDA MEMO

Item No. 12-2221
For Meeting of December 14, 2021

AGENDA HEADING: Resolution 12-22-21 Approving the Memorandum of Agreement between City of Grimes and Polk County – Grimes Precincts

SYNOPSIS: The City of Grimes is working through redistricting the city as part of the 2020 census. Precincts are not allowed to have islands of territories. Because of our location, we will be including territory from Polk County within two of our precincts. The Jefferson Township territories, north of 1st Street, will be in Grimes-3 and Webster Township territories, south of 1st Street, will be in Grimes-5. This agreement allows our ordinance to define these territories within our precincts.

FISCAL IMPACT: There are no fiscal impacts for this ordinance.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

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

RESOLUTION TO ENTER INTO AGREEMENT

Grimes Resolution No.12-2221

WHEREAS, the City of Grimes (Grimes) is looking to enter into a Memorandum of Agreement between City of Grimes and Polk County for our redistricting ordinance; and,

WHEREAS, this Memorandum of Agreement allows for unincorporated Polk County census blocks to be included within Grimes' redistricting ordinance;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Memorandum of Agreement with Polk County on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 14th day of December, 2021, and approved by the Mayor on the 14th day of December, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

MEMORANDUM OF AGREEMENT

The parties to this agreement are the City of Grimes, Iowa ("City"), and Polk County, Iowa ("County"). This agreement is entered into as of _____, 2021.

WHEREAS:

1. Following the federal decennial census, and after the redistricting of congressional and legislative districts, city councils and county board of supervisors are required to complete any necessary changes in precinct and ward boundaries (for cities) or precinct and supervisor districts (for counties)
2. Election precincts which are composed partially of unincorporated territory within a county and partially of part of a city may be established, if a mutual agreement which is satisfactory to the board of supervisors of the county and to the city council of the city is adopted and submitted to the state commissioner as part of the certification of precinct boundaries.
3. The City and County desire to have combined precincts, namely Grimes-3 and Grimes-5.

Therefore, the parties agree to the provisions set forth below:

1. Grimes – Precinct 3 shall be composed of an incorporated population of 2,882 persons who are residents of the City and an unincorporated population of 15 persons who are residents of Jefferson Township in Polk County. Further, Grimes – Precinct 5 shall be composed of an incorporated population of 3,396 persons who are residents of the City, and 6 persons who are residents of Webster Township, and 1 person who is a resident of the City of Urbandale.

This precincts established under this agreement shall be in effect for all federal elections.

Dated this _____ day of _____, 2021

City of Grimes

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

Polk County, Iowa

Angela Connolly, Chairperson Polk County
Board of Supervisors

Becky Dewey, Clerk to the Board



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AGENDA MEMO

Item No. 12-2321
For Meeting of December 14, 2021

AGENDA HEADING: Resolution 12-23-21 Approving the Memorandum of Agreement between City of Grimes and Polk County – Jefferson Township

SYNOPSIS: The City of Grimes is working through redistricting the city as part of the 2020 census. The City annexed Willow Hills and Putney Plat after January 1st, 2020. Because where the Census blocks are located, this agreement gives clarity to allow Polk County full control for precincting this area of Jefferson Township. The current and future Grimes residents will be a part of Jefferson-1 precinct which contains approximately 2,081 persons including some residents of Granger.

FISCAL IMPACT: There are no fiscal impacts for this ordinance.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

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

RESOLUTION TO ENTER INTO AGREEMENT

Grimes Resolution No.12-2321

WHEREAS, the City of Grimes (Grimes) is looking to enter into a Memorandum of Agreement between City of Grimes and Polk County for our redistricting ordinance; and,

WHEREAS, this Memorandum of Agreement allows for incorporated City of Grimes land to be included within Polk County's redistricting ordinance;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Memorandum of Agreement with Polk County on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 14th day of December, 2021, and approved by the Mayor on the 14th day of December, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

MEMORANDUM OF AGREEMENT

The parties to this agreement are the City of Grimes, Iowa ("City"), and Polk County, Iowa ("County"). This agreement is entered into as of _____, 2021.

WHEREAS:

1. Following the federal decennial census, and after the redistricting of congressional and legislative districts, city councils and county board of supervisors are required to complete any necessary changes in precinct and ward boundaries (for cities) or precinct and supervisor districts (for counties)
2. Election precincts which are composed partially of unincorporated territory within a county and partially of part of a city may be established, if a mutual agreement which is satisfactory to the board of supervisors of the county and to the city council of the city is adopted and submitted to the state commissioner as part of the certification of precinct boundaries.
3. The City and County desire to have a combined precinct, namely Jefferson-1.

Therefore, the parties agree to the provisions set forth below:

1. Jefferson-1 shall be composed of an incorporated population of 7 persons who are residents of the City (Census Blocks 191530113011024, 191530113011018, 191530113011007) and an unincorporated population of 2,081 persons who are residents of Jefferson Township in Polk County.

This precinct established under this agreement shall be in effect for all federal elections.

Dated this _____ day of _____, 2021

City of Grimes

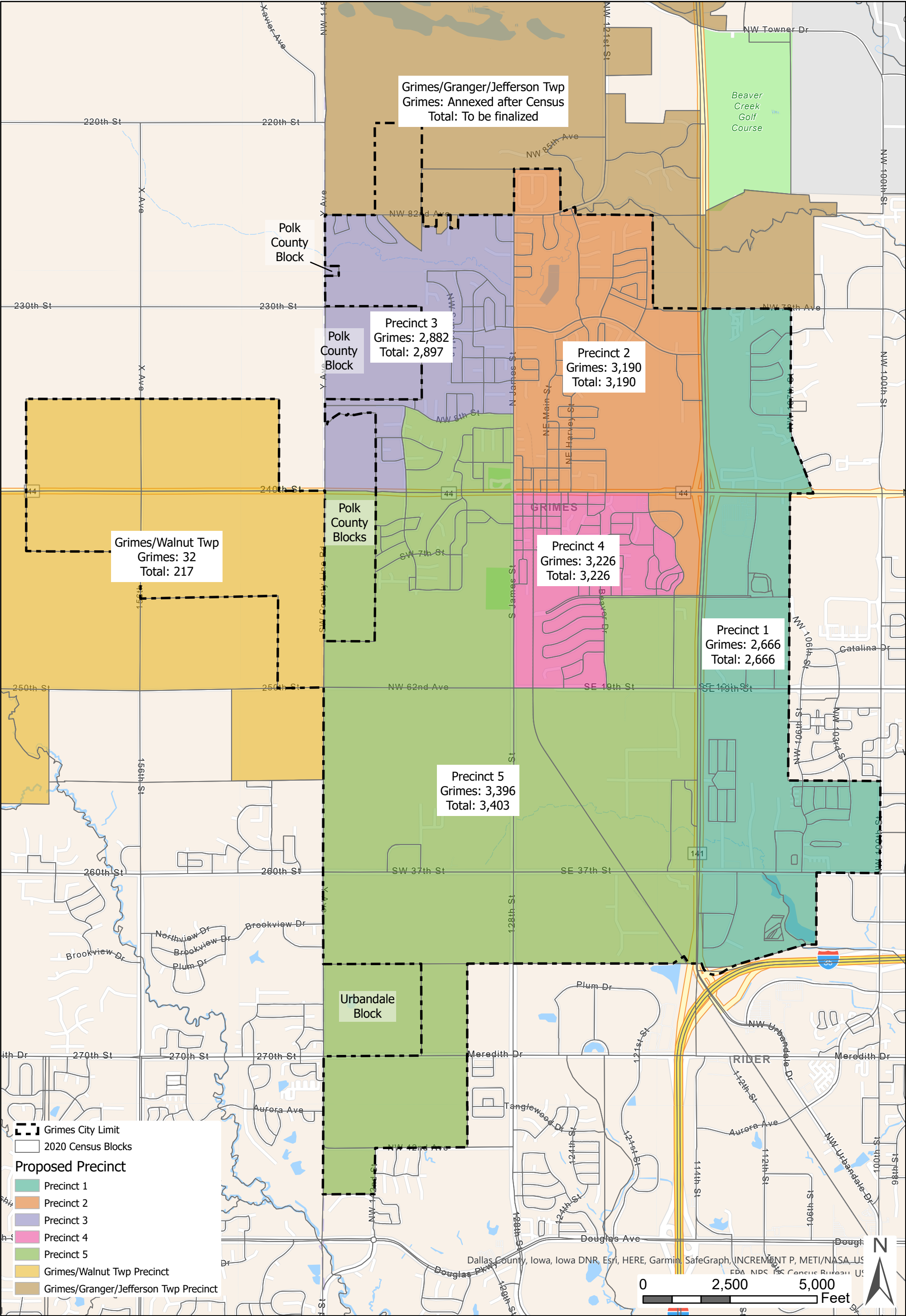
Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

Polk County, Iowa

Angela Connolly, Chairperson Polk County
Board of Supervisors

Becky Dewey, Clerk to the Board





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AGENDA MEMO

For Meeting of December 14, 2021

AGENDA HEADING: Ordinance 757

SYNOPSIS: The City of Grimes is required by state law to redistrict its city after the conclusion of the decadal census. On November 5th, 2021, Iowa Governor Kim Reynolds signed SF621 starting the 60-day countdown for cities to re-precinct their city. Every precinct cannot have more than 3,500 people living within it. Our situation is unique in the metro area as we have two counties, three school districts, two Iowa Legislature house districts, and islands of territory from Polk County and City of Urbandale. Because of Grimes' growth to 15,392 people, we are required to have at least 5 precincts within Polk County.

Therefore, attached is the proposed 5 precinct plan for the city. This was coordinated with Polk County, Dallas County, and City of Urbandale. We kept precinct 3 (renaming it to precinct 1) as east of 141 and a part of Johnston School District. Our land in Dallas County shifts to a Grimes/Walnut Township only precinct with likely polling place in Grimes to support our growth in the Meadows plat and future plats. The Grimes annexation of Willow Hills area occurred after the Census collected city limits which was then placed into a different Iowa House District. The Willow Hills will be with Jefferson Township and Granger. The rest of the city is segmented into quarters using major roads to not impact neighborhoods with us absorbing City of Urbandale and Polk County's islands.

FISCAL IMPACT: There are no fiscal impacts for this ordinance.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

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



ORDINANCE NO 757

AN ORDINANCE AMENDING CHAPTER 6, PART B, ENTITLED "ELECTION PRECINCTS"
OF THE CODE OF ORDINANCES OF THE CITY OF GRIMES, IOWA, TO
ESTABLISH PRECINCT BOUNDARIES BASED UPON THE 2020 CENSUS

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA

SECTION 1. Purpose. The purpose of this Ordinance is to amend Chapter 6, Part B, entitled "Election Precincts" of the Code of Ordinances of the City of Grimes to comply with state law. Every ten years in the year after the U.S. Census is taken, the City must adjust its precinct boundaries based upon population.

SECTION 2. Amendment. Chapter 6, Part B, entitled Election Precincts, is hereby amended to read as follows:

B. General Elections

6.10 Precincts Established

6.11 Precinct No. 1

6.12 Precinct No. 2

6.13 Precinct No. 3

6.14 Precinct No. 4

6.15 Precinct No. 5

6.16 Correction of errors.

6.17 Publication of changes.

6.10 PRECINCTS ESTABLISHED. The City is divided into five precincts as set forth in Section 6.11 through Section 6.15, with that area of the City which is located within Dallas County to be controlled by a separate Memorandum of Agreement with Dallas County, Iowa, to be included by Dallas County within its precinct ordinance and that area of the City which is located within Polk County contained within Iowa House Legislative District 45 to be controlled by a separate Memorandum of Agreement with Polk County, Iowa to be included within its precinct ordinance.

6.11 PRECINCT NO. 1. Precinct No. 1 consists of all properties in the City of Grimes, entirely in Polk County, that are east of the centerline of State Highway 141.

6.12 PRECINCT NO. 2. Precinct No. 2 consists of all properties in the City of Grimes, entirely in Polk County, that are bounded by the area legally described as follows: Beginning from the street intersection of the centerline of NE 18th Street with State Highway 141; thence south along the centerline of State Highway 141 to the centerline of SE 11th Street; thence west along the centerline of SE 11th Street to SE Gateway Drive; thence north along the centerline of SE Gateway Drive to the centerline of State Highway 44; thence west along the centerline of State Highway 44 to the centerline of James Street; thence north along the centerline of N James St until intersecting with the city limits of the City of Grimes; thence following the city limit of the City of Grimes clockwise to the east to the beginning point.

6.13 PRECINCT NO. 3. Precinct No. 3 consists of all properties in the City of Grimes, entirely in Polk County, that are bounded by the areas legally described as follows: Beginning from the street intersection of the centerline of N James Street and NW 27th Street; thence south along the centerline of N James Street to the centerline of

NW 8th Street; thence west along the centerline of NW 8th Street to the centerline of NW Brookside Drive; thence south along the centerline of NW Brookside Drive to the centerline of State Highway 44; thence west along the centerline of State Highway 44 to the city limits of the City of Grimes; thence following the city limits of the City of Grimes clockwise to the beginning point; AND also consists of all properties within Polk County (excluding properties within the city limits of the City of Grimes) north of the centerline of State Highway 44 and south of the NW 27th Street centerline, that are bounded on the west by the Polk-Dallas County Line, and on the east by the city limits of the City of Grimes; AND excluding the properties within the City of Grimes, entirely in Polk County, that are within Iowa House Legislative District 45.

6.14 PRECINCT NO. 4. Precinct No. 4 consists of all properties in the City of Grimes, entirely in Polk County, that are bounded by the area legally described as follows: Beginning from the street intersection of the centerline of S James Street and State Highway 44; thence east along the centerline of State Highway 44 to the centerline of SE Gateway Drive; thence south along the centerline of SE Gateway Drive to the centerline of SE 11th Street; thence west along the centerline of SE 11th Street to the centerline of SE Little Beaver Drive; thence south along the centerline of SE Little Beaver Drive to the centerline of SE 19th Street; thence west along the centerline of SE 19th Street to the centerline S James St; thence north along the centerline of S James Street to the beginning point.

6.15 PRECINCT NO. 5. Precinct No. 5 consists of all properties in the City of Grimes, entirely in Polk County, that are bounded by the area legally described as follows: Beginning from the street intersection of the centerline of N James Street and NW 8th Street; thence south along the centerline of James Street to the centerline of SE 19th Street; thence east along the centerline of SE 19th Street to the centerline of SE Little Beaver Drive; thence north along the centerline of SE Little Beaver Drive to the centerline of SE 11th Street; thence east along SE 11th Street to the centerline of State Highway 141; thence south along State Highway 141 to the city limits of the City of Grimes; thence following clockwise along the city limits of the City of Grimes until its intersection with State Highway 44; thence east along the centerline of State Highway 44 to the centerline of NW Brookside Drive; thence north along the centerline of NW Brookside Drive to the centerline of NW 8th Street; thence east along the centerline of NW 8th Street to the centerline of N James Street and also the beginning point. AND also consists of all properties within Polk County (excluding properties within the city limits of the City of Grimes) south of the centerline of State Highway 44 and north of NW 19th Street centerline, that are bounded on the west by the Polk-Dallas County Line, and on the east by the city limits of the City of Grimes; AND also consists of all properties within the City of Urbandale contained entirely within Polk County, that are bounded on the west by the Polk-Dallas County Line, and on the north, east, and south by the city limits of the City of Grimes.

6.16 CORRECTION OF ERRORS. If this chapter fails to place any part of the City within a precinct established by this chapter, the commissioner of elections shall assign the omitted area to an adjacent precinct within the same legislative district. If this chapter places any part of the City in more than one precinct established by this chapter, the commissioner of elections shall assign that territory to an adjacent precinct within the proper legislative district. The commissioner of elections may also correct obvious clerical errors in this chapter.

6.17 PUBLICATION OF CHANGES. The City shall publish notice of the boundaries for the precincts established by this chapter, pursuant to law. The city shall also certify the population of all precincts, a copy of this chapter, and a map drawn in conformance thereto, to the Secretary of State on or before January 4, 2022.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this 14th day of December, 2021.

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk



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AGENDA MEMO

Item No. 12-2121
For Meeting of December 14, 2021

AGENDA HEADING: Resolution 12-21-21 Approving the Amended Memorandum of Agreement between City of Grimes and Dallas County

SYNOPSIS: At the November 23rd, 2021 Council Meeting, the City of Grimes signed a Memorandum of Agreement between City of Grimes and Dallas County. After review by Dallas County and City of Waukee, it was identified that the bounds of Grimes/Walnut Precinct were incorrectly defined in the agreement. Here is the amended agreement.

This agreement replaces the previously signed one. There is no impact for current or future Grimes residents with this change.

FISCAL IMPACT: There are no fiscal impacts for this ordinance.

PREVIOUS COUNCIL ACTION(S):

Signed Memorandum of Agreement on November 23rd, 2021

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff has reviewed this Amended Memorandum of Agreement and recommends approval by the City Council.

RESOLUTION TO ENTER INTO AMENDED AGREEMENT

Grimes Resolution No.12-2121

WHEREAS, the City of Grimes (Grimes) is looking to enter into an Amended Memorandum of Agreement between City of Grimes and Dallas County for our redistricting ordinance; and,

WHEREAS, this Amended Memorandum of Agreement allows for incorporated Grimes' census blocks to be included within Dallas County's redistricting ordinance; and

WHEREAS, this Amended Agreement supersedes the November 23rd agreement with Dallas County;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Memorandum of Agreement with Dallas County on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 14th day of December, 2021, and approved by the Mayor on the 14th day of December, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



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AGENDA MEMO

For Meeting of December 14, 2021

AGENDA HEADING:

Freddy's/Panera Preliminary Plat

SYNOPSIS:

The applicant is requesting approval of a preliminary plat, which will allow for the future subdivision of the property. The proposed preliminary plat will provide for two development lots 1.0 and 1.16 acres in size for the proposed Freddy's and Panera restaurants.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Menards at Destination Market Plat 1 Final Plat - 2018

BOARD/COMMISSION ACTION(S):

Planning and Zoning Commission recommended approval – 12/07/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Freddy's/Panera preliminary plat subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: December 7, 2021
RE: Freddy's and Panera – Preliminary Plat

GENERAL INFORMATION:

Applicant:

Bishop Engineering

Requested Action

Preliminary Plat

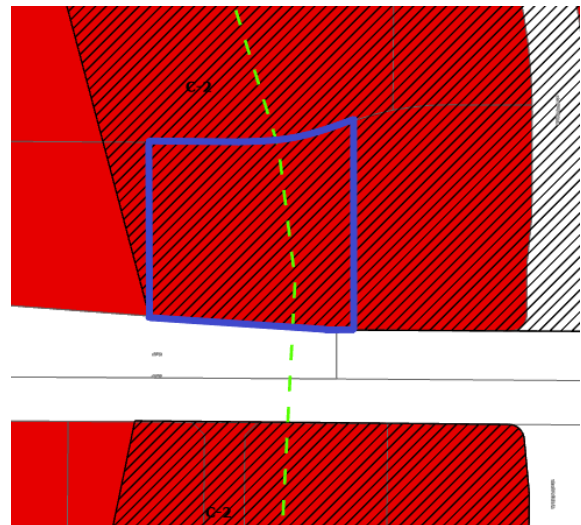
Location

2125 E 1st Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Commercial	C-2
North	Commercial	Commercial	C-2
South	Commercial	Commercial	C-2
East	Vacant	Commercial	C-2
West	Commercial	Commercial	C-2

BACKGROUND:

The applicant is requesting approval of a preliminary plat, which will allow for the future subdivision of the property. The proposed preliminary plat will provide for two development lots 1.0 and 1.16 acres in size for the proposed Freddy's and Panera restaurants.

ANALYSIS:

The preliminary plat shows the proposed site plan for both lots. The sites can be accessed from two shared driveways, one off of NE Telkay Lane and another off of the private Menard's drive to the west. Pedestrian access is proposed along NE Telkay Lane, East 1st Street, and the private Menards drive. Sanitary and water are provided off of NE Telkay Lane.

STAFF RECOMMENDATION:

Staff would recommend approval of the preliminary plat for Freddy's and Panera, 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

~~October 5, 2021~~

~~November 18, 2021~~

December 1, 2021

Bishop Engineering

Attn: Joel Jackson

3501 104th Street

Des Moines, IA 50322

RE: Freddy's/Panera Site Plan

Dear Project Contact:

The Development Services Department is in receipt of a proposed Site Plan for the Freddy's and Panera. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. Provide construction easement for east driveway connection to Destination Market Plat 5 Lot 2. **Please provide.**
2. Since Lot 1 does not provide the minimum number of parking spaces on its own, please provide a Declaration for shared parking with final plat. **Please provide.**
3. ~~Provide dumpster enclosure details. Provide dumpster enclosure detail for Panera.~~
4. Is there a flag pole proposed on site? The site details for Freddy's include flag pole lights but there doesn't appear to be a flag pole on the site plan. Please confirm. **Please provide a flag pole detail and include the pole height. The pole needs to be setback at least the height of the pole from all property lines. Please label the setback.**

C0.1:

1. ~~Update addresses.~~
 - a. ~~Lot 1 2103 E 1st St~~ **Revise to 1st St**
 - b. ~~Lot 2 2151 E 1st St~~
2. ~~Revise City standard note 1.f to obtain knox box at City Hall.~~ www.knoxbox.com rather than

- ~~3. Provide construction schedule.~~
- ~~4. Add Highway 141 Mixed Use Development Corridor District Zone 1 to the zoning.~~
- ~~5. Add maximum building height to zoning. Revise to 45'~~
- ~~6. Update required open space percentage to 20%.~~

C0.2:

- ~~1. Grind curb for SUDAS Type A driveway connection at north entrance.~~

C2.1:

- ~~1. Label width of east driveway.~~
- ~~2. No more than 12 parking spaces are permitted in a row without a landscape island.~~

C3.1:

- ~~1. Adjust ramp grade along the west property line. 8.4% is too steep.~~
- ~~2. Add cross slope for the ramps south of the Panera drive thru.~~
- ~~3. For the ADA parking stalls, label the slope and cross slope.~~
- ~~4. Label the cross slope of the ramps leading to the ADA parking stalls.~~
- ~~5. For the ramp on the north side of Freddy's, please label the ramp slope and cross slopes.~~
- ~~6. Provide truncated domes on the ramps at the two driveway entrances.~~
- ~~7. Provide stop sign locations at the entrance driveways into the site.~~

C4.1:

- ~~2. Existing sanitary MH in driveway will need three piece casting with adjusting mechanism and chimney shrink sleeves.~~
- ~~3. Sanitary services to 6" diameter.~~

- ~~4. Who is responsible for the sanitary sewer from main to MH 33 and 34?~~
- ~~5. Verify proposed 15" RCP will fit into existing storm intake. How will flow from proposed 15" be directed through invert entering existing structure against the flow? Provide flowline information on existing structure. Label the existing flowline elevation to the west (out).~~
- ~~6. Provide valve on domestic and fire lines 5' +/- from building on each building.~~
- ~~7. Label 150' linear hydrant coverage along the route of travel for the fire trucks. Routes cannot be obstructed by parking, landscaping, etc. Please see the attached PDF from the fire marshal showing the suggested hydrant locations. The current locations do not provide coverage for the south sides of the buildings and are obstructed by parking.~~
8. Label FDC and knox box locations. The FDCs are blocked by parking. Please move to an unobstructed location within 100' for a hydrant. Could they be moved to be placed in front of the ADA van loading areas? Staff would also accept remote FDC locations.
- ~~9. Hydrant in the median can't be blocked by parking.~~
- ~~10. Add note to utilize three piece casting for existing storm MH located in the north driveway.~~
11. Because the lot will be split, the utility layout will need to be adjusted. With the current set up, the sanitary and water would need to be 8" public mains with construction drawings prepared. Our preference would be to have a separate private sanitary and water service for both lots. We apologize for the late catch. Please let me know if you have any questions.

C5.1:

- ~~1. Update required open space square footage. A minimum of 20% open space is required for each lot.~~
- ~~2. Update required open space plantings per the 20% open space requirement.~~
- ~~3. Provide shrub calculations per 165A.16.3 and 165A.16.9.~~
- ~~4. Provide ROW landscape buffer planting calculations.~~
- ~~5. Please revise Note 13 to require City authorization for landscape planting changes.~~

- ~~6. Please provide shrubs along the north parking spaces to shield headlights from the street.~~

Architecture (Freddy's):

- ~~1. Provide building material percentages (excluding windows and doors). A minimum of 75% of each façade is required to be primary material. EIFs is not considered primary material. Please see Zone 1 architecture requirements in Section 165A.24 for reference.~~
- ~~2. Provide glazing percentages. The south façade is required to have 20% glazing. Please revise.~~
- ~~3. Provide list of 5 treatments demonstrated on the elevations per 165A.24 (page 15).~~
- ~~4. Update the direction labels of the building faces to match the site plan (north, south, east, west).~~
- ~~5. Label the red LED strip on the elevations.~~
- ~~6. Is the LED strip proposed to changes colors or flash?~~
- ~~7. Any roof mounted equipment will need to be screened from view. Provide screening details for units that will be visible.~~
- ~~8. Provide height dimensions.~~
- ~~9. All signs will be reviewed under separate sign permit.~~

Architecture (Panera):

- ~~1. Provide building material percentages (excluding windows and doors).~~
- ~~2. Provide glazing percentages.~~
- ~~3. Provide material details for roof top equipment screening.~~
- ~~4. Provide listing of 5 treatments demonstrated on the elevations per 165A.24 (page 15).~~
- ~~5. Provide height dimensions.~~

- ~~6. Are the three signs on the parking field elevation window signs? If so, they will need to be applied to the inside of the windows or will be limited to 10% if applied to the exterior of the window.~~
- ~~7. The Panera logo on the north side of the building will not be permitted. Painted building signs are not permitted.~~
- ~~8. All signs will be reviewed under a separate sign permit.~~
- ~~9. Add N1 to the keyed notes.~~
- ~~10. Where is light fixture N proposed? Under the canopies?~~

Lighting:

- ~~1. Provide lighting cut sheets for building and parking lot lights. Please highlight the lighting specs chosen for each fixture on the Panera cut sheets.~~
- ~~2. Please provide all lighting details to be presented at P&Z and Council. Any lighting not presented will need to go back to P&Z/Council for approval.~~

Stormwater Pollution Prevention Plan (SWPPP)

1. Provide final SWPPP and NPDES permit.

Stormwater Management Plan (SWMP)

- ~~1. Storm Sewer Design Spreadsheet. Update pipe slopes and sizes to match plans.~~

Site Plan

- ~~1. Sheet C4.1: Provide pipe size of existing storm sewer to the north of structure #5. Provide existing invert elevations on existing intake north of structure #4.~~

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: October 12, 2021
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: November 2, 2021 at 5:30

COUNCIL MEETING:

November 23, 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

FREDDY'S & PANERA - GRIMES

SITE PLAN/PRELIMINARY PLAT

PROPERTY DESCRIPTION:

(FROM TITLE OPINION)
LOT 3 IN MENARDS AT DESTINATION MARKET PLAT 1, AN
OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART
OF THE CITY OF GRIMES, POLK COUNTY, IOWA

ADDRESS:

LOT 1 - 2103 E 1ST STREET
LOT 2 - 2151 E 1ST STREET
GRIMES, IOWA 50111

OWNER:

MENARD INC
5101 MENARD DR
EAU CLAIRE, WISCONSIN 54703-9604

PREPARED FOR:

MLY REAL ESTATE INC.
STEVEN YOUNG

ZONING:

INFORMATION OBTAINED FROM
GRIMESIOWA.GOV
ZONED: C-2 COMMERCIAL DISTRICT AND HIGHWAY 141
MIXED USE DEVELOPMENT CORRIDOR DISTRICT ZONE 1
SETBACKS:
FRONT: 25 FEET
SIDE: NONE
REAR: 25 FEET
MAXIMUM BUILDING HEIGHT: 45 FEET
FOR AN OFFICIAL ZONING REPORT PLEASE CALL CITY OF
GRIMES AT 515.986.3036

PARKING REQUIREMENTS:

LOT 1 (PANERA): (10 PER 1000SF OF GFA + 1 PER 100SF
PATIO AREA OVER 300 SF)
STALLS PROVIDED: 33 STALLS (INCL. 2 HC STALLS)
STALLS REQUIRED: $\frac{10000}{1000} \times 10 + \frac{1000}{1000} = 36$ W/ 400SF PATIO

LOT 2 (FREDDY'S): (10 PER 1000SF OF GFA + 1 PER 100SF
PATIO AREA OVER 300 SF)
STALLS PROVIDED: 40 STALLS (INCL. 2 HC STALLS)
STALLS REQUIRED: $\frac{10000}{1000} \times 10 + \frac{1000}{1000} = 35$ STALLS W/ 600SF
PATIO

TOTAL PARKING BOTH LOTS COMBINED:
REQUIRED: 36 + 35 = 71 STALLS
PROVIDED: 32 + 39 = 71 STALLS

OPEN SPACE REQUIREMENTS:

LOT 1 (PANERA):
SITE AREA: 50,508 SF (1.16 AC)
OPEN SPACE: 10,848 SF (28.6%)
REQUIRED: 20%

LOT 2 (FREDDY'S):
SITE AREA: 43,663 SF (1.00 AC)
OPEN SPACE: 10,089 SF (23.10%)
REQUIRED: 20%

IMPERVIOUS SURFACE:

LOT 1 (PANERA):
SITE AREA: 50,508 SF (1.16 AC)
IMPERVIOUS AREA: 39,660 SF
ALLOWABLE: 90% (45,450 SF)

LOT 2 (FREDDY'S):
SITE AREA: 43,663 SF (1.0 AC)
IMPERVIOUS AREA: 33,574 SF
ALLOWABLE: 90% (39,236 SF)

BENCHMARK:

BENCHMARK DATUM = CITY DATUM OR NAVD88, GEOID 12A

POINT #9004
NORTHING = 615591.84
EASTING = 1568441.19
ELEVATION = 984.28
DESCRIPTION: BURY BOLT

POINT #9000
NORTHING = 615464.88
EASTING = 1568456.37
ELEVATION = 983.74
DESCRIPTION: ¾" IRON PIPE W/ RED PLASTIC CAP

CONSTRUCTION SCHEDULE:

GRADING - NOV 15, 2021
UTILITIES - MARCH 1, 2021
OPENING - JUNE 1, 2021

UTILITY MAPS PROVIDED BY:

- ELECTRIC (MIDAM / 515.252.6972)
- FIBER OPTIC (CENTURYLINK (LUMEN) / 919.547.0147)
- FIBER OPTIC (IOWA COMMUNICATION NETWORK / 800.572.3940)
- GAS (BLACK HILLS ENERGY / 515.343.2037)
- WATER (CITY OF GRIMES / AWOOD@USWATERCORP.NET)



UTILITY NOTE:

THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY, EXISTING PUBLIC RECORDS, AND PLANS PROVIDED BY OTHERS. SURFACE UTILITY LOCATIONS HAVE BEEN FIELD LOCATED BY BISHOP ENGINEERING, UNLESS OTHERWISE NOTED. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS ONLY. BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES SHOWN AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT, A REQUEST WAS MADE TO IOWA ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.

GENERAL NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATIONS AND ANY AND ALL CITY/COUNTY SUPPLEMENTAL SPECIFICATIONS. THE CITY OF GRIMES MUST BE NOTIFIED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK.
- IN EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
- ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
- BISHOP ENGINEERING SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
- THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
- THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCHEDULE FOR PERFORMANCE OF WORK ITEMS. THIS SCHEDULE SHALL BE PROVIDED BY THE CONTRACTOR AT THE PROJECT PRECONSTRUCTION CONFERENCE. NO WORK SHALL BEGIN UNTIL A SCHEDULE HAS BEEN SUBMITTED AND ACCEPTED. THE CONTRACTOR SHALL THEN PERFORM WORK TO CONFORM TO THE ACCEPTED SCHEDULE.
- LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- SOIL IMPORT OR EXPORT ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
- THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
- THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNERS REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF GRIMES.
- GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.
- THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED UNTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
- DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.

PAVING NOTES:

- THE PAVING/ GRADING CONTRACTOR SHALL BACKFILL THE PAVING SLAB AND FINE GRADE THE RIGHT OF WAY AS SOON AFTER THE PAVING AS POSSIBLE. ALL AREAS SHALL BE SEEDED IN ACCORDANCE WITH CITY OF GRIMES STANDARD SPECIFICATIONS AND THE CURRENT VERSION OF SUDAS.
- SUBGRADE PREPARATION AND PAVEMENTS WILL BE CONSTRUCTED FOLLOWING RECOMMENDATIONS IN THE SOILS REPORT. APPROVED SOILS ENGINEER MUST SIGN OFF ON SUBBASE PRIOR TO ANY PAVEMENT BEING PLACED.
- SEE DETAILS FOR ALL PAVEMENT THICKNESS.
- ALL PEDESTRIAN WALKWAYS THAT UNLOAD INTO A VEHICLES TRAVELED PATH MUST HAVE A.D.A. DETECTABLE WARNING PANEL(S) AS PER A.D.A. REGULATIONS. PANEL TYPE & COLOR SHALL BE PER CITY STANDARD.
- ALL WALKS, PARKING LOTS, HANDICAP PARKING, RAMPS, ETC. SHALL COMPLY WITH ALL A.D.A. AND CITY CODES. HANDICAP PARKING SIGNAGE IS REQUIRED FOR ALL HANDICAP STALLS AND SHALL BE CONSIDERED INCIDENTAL. IN EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE A.D.A./CITY CODES THE A.D.A./CITY CODES SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING A.D.A. CODES ARE MET.

UTILITY NOTES:

- QUANTITY CALLOUTS ON PIPE LENGTHS ARE APPROXIMATE AND SHOULD BE USED FOR REFERENCE ONLY.
- THE CONTRACTOR SHALL PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION AND ALL COSTS ASSOCIATED WITH AS-BUILT TOPO OF DETENTION POND & DETENTION POND STORM SEWER. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING BISHOP ENGINEERING (DAVID BENTZ AT 515-276-0467) TO PERFORM SAID AS-BUILT SURVEY. IF DETENTION PONDS HAVE BEEN GRADED INCORRECTLY, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBSEQUENT AS-BUILT TOPO SURVEYS UNTIL ISSUES HAVE BEEN RECTIFIED.
- THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN ACCORDANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
- ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE.
- ALL PROPOSED RCP STORM SEWER PIPE JOINTS SHALL BE FABRIC WRAPPED AND THE LAST 3 PIPE SECTIONS ON THE APRON SHALL BE TIED WITH RF-14 TYPE II CONNECTORS. ALL APRONS SHALL HAVE A STANDARD FOOTING AND TRASH GUARD.
- ALL RIP RAP CALLED OUT ON PLANS SHALL BE UNDERLAIN WITH ENGINEERING FABRIC.
- SANITARY SEWER SERVICE CONNECTIONS SHALL BE PLACED AT A SLOPE OF NO LESS THAN 2%. SERVICES SHALL MAINTAIN 18" OF VERTICAL SEPARATION FROM THE WATERMAIN WITH 18" OF COMPACTED LOW PERMEABILITY SOIL BETWEEN THE UTILITIES WITHIN 10' OF THE CROSSING.
- MANDREL AND PRESSURE TESTS SHALL BE REQUIRED FOR ALL PROPOSED SANITARY LINES. TELEVISIONING OF THE SANITARY SEWER SYSTEM SHALL BE COMPLETED PRIOR TO PAVING UNLESS OTHERWISE APPROVED BY JURISDICTION.
- WATERMAINS SHALL BE C-900. SIZE OF WATERMAIN AS SHOWN ON PLANS.
- THRUST BLOCKS SHALL BE INSTALLED AS REQUIRED AND SHALL BE CONSIDERED INCIDENTAL TO WATERMAIN CONSTRUCTION.
- PROPOSED WATERMAIN SHALL BE PRESSURE TESTED, BACTERIA TESTED AND CHLORINATED. THE FILLING OF THE WATER MAIN SHALL BE DONE BY THE CITY OF GRIMES.
- TRACER WIRE SHALL BE ADDED TO ALL WATER MAIN, AND BROUGHT TO THE SURFACE AT EVERY HYDRANT.
- ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
- THE MINIMUM HYDRANT LEAD SHALL BE 3.5 FEET.

UTILITY CONFLICT NOTES:

- UTILITY CONFLICTS MAY EXIST ACROSS THE SITE WITH NEW UTILITIES, GRADING, PAVING ETC. MOST UTILITY CONFLICTS HAVE BEEN CALLED OUT FOR CONTRACTOR CONVENIENCE.
- CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICTS THAT ARE EITHER CALLED OUT ON THE PLANS OR THAT CAN BE SEEN ON THE PLANS BETWEEN AN EXISTING UTILITY AND PROPOSED CONSTRUCTION

WETLAND NOTES:

- BISHOP ENGINEERING DOES NOT PERFORM WETLAND STUDIES OR WETLAND MITIGATION. IT IS THE OWNER'S RESPONSIBILITY TO DETERMINE IF ANY WETLANDS ARE LOCATED ON THE PROJECT SITE AND PERFORM ANY NECESSARY MITIGATION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

SURVEY NOTES:

- SURVEY WORK WAS COMPLETED BY BISHOP ENGINEERING ON 8-14-2021. SEE SITE SURVEY PROVIDED AS PART OF THIS SET OF PLANS FOR EXISTING SITE CONDITIONS AND BOUNDARY INFORMATION.

CITY OF GRIMES STANDARD NOTES:

1. GENERAL NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS.
- A PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING. CONTACT CITY OF GRIMES ENGINEERING DEPT. (515.986.4050).
- ALL PERMITS (IDNR, SWP, IDOT, ARMY CORP., ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
- THE DEVELOPER AND/OR CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE CITY OF GRIMES WITH RECORD DRAWINGS OF ALL IMPROVEMENTS AS PER CITY STANDARD PROCEDURES.
- TYPICAL BUILDING SERVICE LAYOUT TO REFLECT THE CITY'S SERVICE ORDER FROM LEFT TO RIGHT FACING THE LOT, SANITARY, WATER, SUMP.
- A KNOX BOX IS REQUIRED BY THE FIRE DEPARTMENT AND SHALL BE OBTAINED AT WWW.KNOXBOX.COM.
- ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHT-OF-WAYS.
- PROVIDE A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS

2. SANITARY SEWER NOTES:

- THE CONTRACTOR IS REQUIRED TO PLACE A TEMPORARY PLUG IN THE EXISTING DOWNSTREAM SANITARY SEWER MANHOLE PRIOR TO THE START OF CONSTRUCTION. THE PLUG SHALL BE REMOVED FOLLOWING APPROVAL OF CONSTRUCTION BY THE CITY OF GRIMES.
- SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS (8" TO 15").
- SANITARY GRAVITY SERVICE PIPE MATERIAL SHALL BE PVC SDR 23.5 (4" TO 6").
- ALL SANITARY SEWER MANHOLES SHALL HAVE STEPS.
- ALL SANITARY SEWER MANHOLES CASTINGS SHALL BE SEALED WITH HEAT SHRINK SLEEVES.
- ALL SANITARY SEWER MANHOLE CASTINGS LOCATED WITHIN PAVEMENT SHALL BE TYPE B-PCC W/ADJUSTING MECHANISM.
- SANITARY SEWER TESTING, CLEANING & TELEVISIONING SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISIONING.

3. WATER MAIN NOTES:

- ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL-WATEROUS PACER WB-67-250, MUELLER SUPER CENTURION 250 (3-WAY A-423), OR CLOW MEDALLION F-2545. ALL HYDRANTS SHALL HAVE THE FOLLOWING: 6" MJ SHOE, 2-1/2" HOSE NOZZLE, 4-1/2" STEAMER NOZZLE, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
- ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
- A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
- ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
- WATER SERVICE SHALL BE 1-INCH MINIMUM TYPE K COPPER.
- PROPOSED WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED BY THE DEVELOPER. THE FILLING OF THE WATER MAIN SHALL BE DONE BY THE CITY OF GRIMES. THE BACTERIA TEST AND SUBMITAL OF TEST TO LAB SHALL BE DONE BY THE DEVELOPER AND RESULTS PROVIDED TO THE CITY OF GRIMES ENGINEERING DEPT. AND BY FAX TO US WATER AT 515-986-7300. IF THE TEST DOES NOT PASS, THE CONTRACTOR WILL BE REQUIRED TO PAY FOR ALL THE WATER USED TO REPEAT THE TEST.
- ALL WATERMAIN FITTINGS TO BE RESTRAINED JOINT, MEGA-LUG OR APPROVED EQUAL.

4. STORM SEWER NOTES:

- ALL STORM SEWER IN THE ROW SHALL BE RCP, UNLESS OTHERWISE APPROVED BY THE CITY.
- ALL FLARED END SECTIONS SHALL HAVE FOOTINGS AND APRON GRATES. THE LAST 3 PIPE SECTIONS AND THE FLARED END SECTION ON ALL CULVERTS SHALL BE TIED. ALL STORM SEWER JOINTS SHALL BE WRAPPED WITH ENGINEERING FABRIC.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY FIELD TILE DAMAGED DURING CONSTRUCTION. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES.
- STORM SEWER CLEANING & TELEVISIONING SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISIONING.
- USE O RING GASKETS ON STORM SEWERS CROSSING OVER WATERMAIN PER IDNR REQUIREMENT.

SHEET INDEX:

C0.1 COVER SHEET

C0.2 SITE SURVEY

C1.1 DEMO PLAN

C2.1 LAYOUT PLAN

C3.1 GRADING PLAN

C4.1 UTILITY PLAN

C5.1 LANDSCAPE PLAN

C6.1 DETAILS SHEET

C7.1 SWPPP



VICINITY MAP
SCALE: 1" = 1,000'

LEGEND:

- SAN — SANITARY SEWER
- ST — STORM SEWER
- W — WATER LINE
- G — GAS LINE
- UE — UNDERGROUND ELECTRIC
- OE — OVERHEAD ELECTRIC
- TELE — TELEPHONE LINE
- FO — FIBER OPTIC
- CATV — CABLE TV
- SM — STORM MANHOLE
- CI — CURB INTAKE
- SI — SURFACE INTAKE
- FE — FLARED END SECTION
- SMH — SANITARY MANHOLE
- CO — CLEANOUT
- FD — FIRE HYDRANT
- SP — SPRINKLER
- ICV — IRRIGATION CONTROL VALVE
- WMH — WATER MANHOLE
- W — WELL
- WV — WATER VALVE
- WSH — WATER SHUT OFF
- YH — YARD HYDRANT
- EMH — ELECTRIC MANHOLE
- EM — ELECTRIC METER
- ER — ELECTRIC RISER
- EV — ELECTRIC VAULT
- PP — POWER POLE
- TPP — TRANSFORMER POLE
- LP — LIGHT POLE
- EJC — ELECTRIC JUNCTION BOX
- EP — ELECTRIC PANEL
- TR — TRANSFORMER
- GL — GROUND LIGHT
- GW — GUY WIRE
- EHH — ELECTRIC HANDHOLE
- GM — GAS METER
- GV — GAS VALVE
- ACU — AIR CONDITIONING UNIT
- TRR — TELEPHONE RISER
- TMV — TELEPHONE VAULT
- TMH — TELEPHONE MANHOLE
- TSM — TRAFFIC SIGNAL MANHOLE
- FOM — FIBER OPTIC MANHOLE
- FOR — FIBER OPTIC RISER
- FVV — FIBER OPTIC VAULT
- CTVR — CABLE TV RISER
- S — SIGN
- B — BOLLARD
- 7 — DENOTES NUMBER OF PARKING STALLS
- PC — PROPERTY CORNER - FOUND AS NOTED
- PPC — PROPERTY CORNER- PLACED AS NOTED
- SC — SECTION CORNER - FOUND AS NOTED

ABBREVIATIONS:

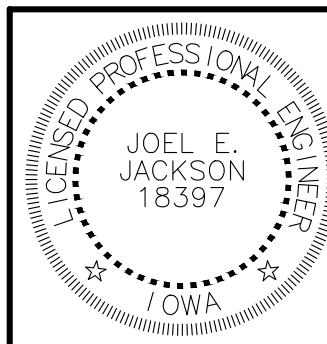
- AC ACRES
- ASPH ASPHALT
- BK BOOK
- CONC CONCRETE
- D DEEDED DISTANCE
- EX EXISTING
- ENCL ENCLOSURE
- FF FINISHED FLOOR
- FL FLOW LINE
- FRAC FRACTIONAL
- M MEASURED DISTANCE
- MH MANHOLE
- OPC ORANGE PLASTIC CAP
- P PLATED DISTANCE
- PG PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PRA PREVIOUSLY RECORDED AS
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- RPC RED PLASTIC CAP
- SF SQUARE FEET
- SAN SANITARY
- TYP TYPICAL
- YPC YELLOW PLASTIC CAP
- N NORTH
- S SOUTH
- E EAST
- W WEST

SIGNED:

JOEL E. JACKSON, P.E. 18397

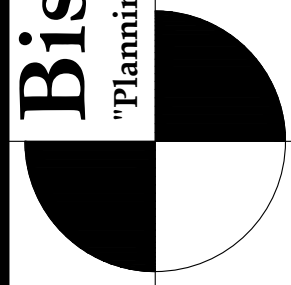
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Civil Engineering & Land Surveying

FREDDY'S & PANERA
GRIMES, IOWA

COVER SHEET

REFERENCE NUMBER:

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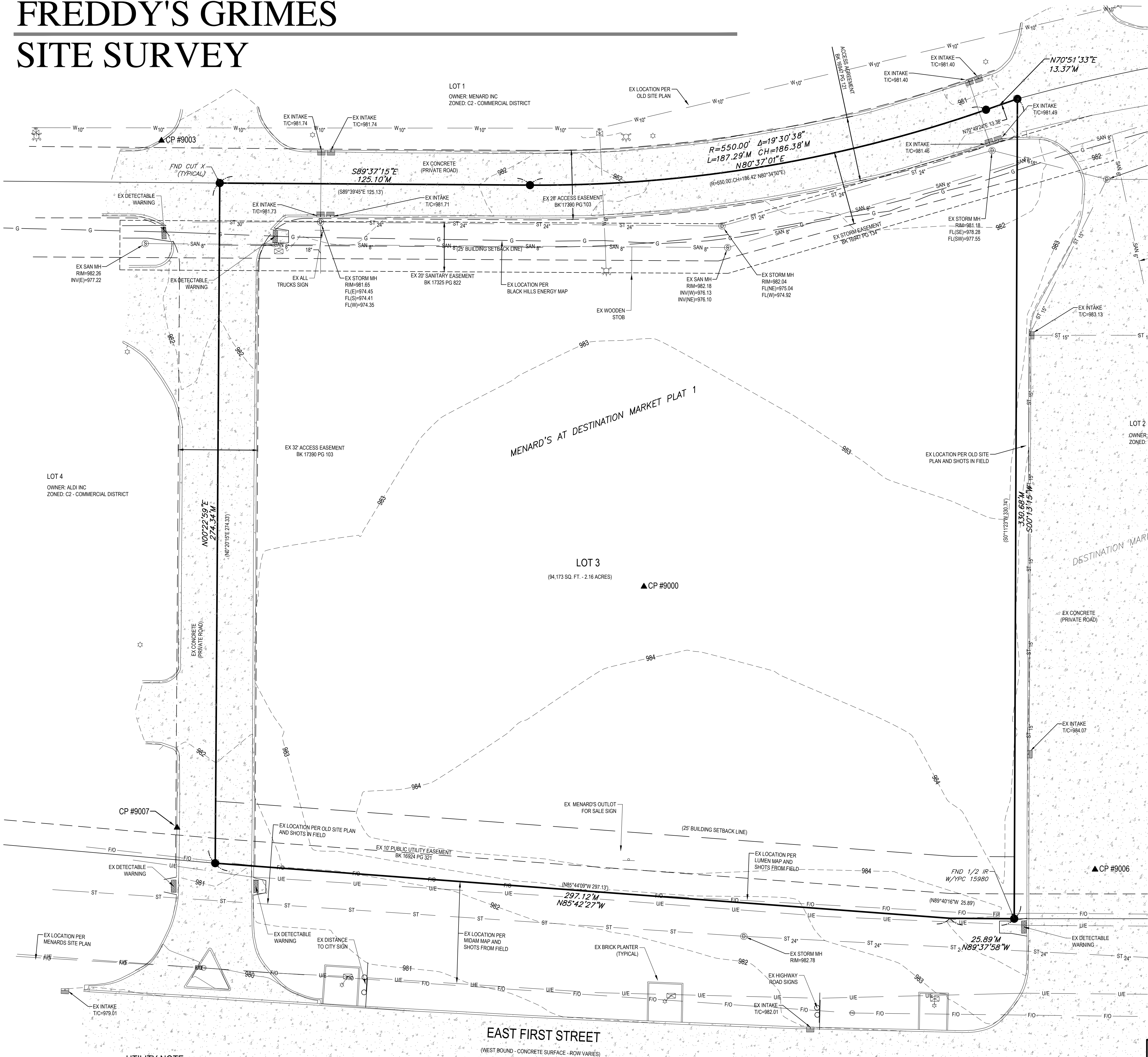
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FREDDY'S GRIMES SITE SURVEY



VICINITY MAP
SCALE: NOT TO SCALE

LEGEND:

- SAN — SANITARY SEWER
- ST — STORM SEWER
- W — WATER LINE
- G — GAS LINE
- UE — UNDERGROUND ELECTRIC
- OIE — OVERHEAD ELECTRIC
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- F/O — FIBER OPTIC
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- ① — STORM MANHOLE
- ② — CURB INTAKE
- ③ — SURFACE INTAKE
- ④ — FLARED END SECTION
- ⑤ — SANITARY MANHOLE
- ⑥ — CLEANOUT
- ⑦ — FIRE HYDRANT
- ⑧ — SPRINKLER
- ⑨ — IRRIGATION CONTROL VALVE
- ⑩ — WATER MANHOLE
- ⑪ — WELL
- ⑫ — WATER VALVE
- ⑬ — WATER SHUT OFF
- ⑭ — YARD HYDRANT
- ⑮ — ELECTRIC MANHOLE
- ⑯ — ELECTRIC METER
- ⑰ — ELECTRIC RISER
- ⑱ — ELECTRIC VAULT
- ⑲ — POWER POLE
- ⑳ — TRANSFORMER POLE
- ㉑ — LIGHT POLE
- ㉒ — ELECTRIC JUNCTION BOX
- ㉓ — ELECTRIC PANEL
- ㉔ — TRANSFORMER
- ㉕ — GROUND LIGHT
- ㉖ — GUY WIRE
- ㉗ — ELECTRIC HANDHOLE
- ㉘ — GAS METER
- ㉙ — GAS VALVE
- ㉚ — AIR CONDITIONING UNIT
- ㉛ — TELEPHONE RISER
- ㉜ — TELEPHONE VAULT
- ㉝ — TELEPHONE MANHOLE
- ㉞ — TRAFFIC SIGNAL MANHOLE
- ㉟ — FIBER OPTIC MANHOLE
- ㊱ — FIBER OPTIC RISER
- ㊲ — FIBER OPTIC VAULT
- ㊳ — CABLE TV RISER
- ㊴ — SIGN
- — BOLLARDS
- ⑦ — DENOTES NUMBER OF PARKING STALLS
- — PROPERTY CORNER - FOUND AS NOTED
- — PROPERTY CORNER - PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID # 26776 OR AS NOTED
- ⊙ — SECTION CORNER - FOUND AS NOTED
- ▲ — SITE CONTROL POINT - MONUMENT AS NOTED

PROPERTY DESCRIPTION:

(FROM TITLE OPINION)
LOT 3 IN MENARDS AT DESTINATION MARKET PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA

ADDRESS:

2125 EAST 1ST STREET
GRIMES, IOWA 50111

OWNER:

MENARD INC
5101 MENARD DR
EAU CLAIRE, WISCONSIN 54703-9604

PREPARED FOR:

MLY REAL ESTATE INC.
STEVEN YOUNG

ZONING:

INFORMATION OBTAINED FROM
GRIMESIOWA.GOV
ZONED: COMMERCIAL DISTRICT
SETBACKS:

FRONT: 25 FEET
SIDE: NONE
REAR: 25 FEET

FOR AN OFFICIAL ZONING REPORT PLEASE CALL CITY OF GRIMES AT 515.986.3036

SITE CONTROL AND BENCHMARKS:

BASIS OF BEARING OBTAINED FROM GPS OBSERVATIONS
DATUM = NAD 83, IOWA SOUTH
BENCHMARK DATUM = CITY DATUM OR NAVD88, GEOID 12A)

POINT #9004

NORTHING = 615591.84
EASTING = 1566441.19
ELEVATION = 984.28
DESCRIPTION: BURY BOLT

POINT # 9000

NORTHING = 615464.88
EASTING = 1566456.37
ELEVATION = 983.74
DESCRIPTION: 3/4" IRON PIPE W/ RED PLASTIC CAP

ABBREVIATIONS:

AC ACRES
ASPH ASPHALT
BK BOOK
CONC CONCRETE
D DEEDED DISTANCE
EX EXISTING
ENCL ENCLOSURE
FF FINISHED FLOOR
FL FLOW LINE
FRAC FRACTIONAL
M MEASURED DISTANCE
MH MANHOLE
OPC ORANGE PLASTIC CAP
P PLATTED DISTANCE
PG PAGE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PRA PREVIOUSLY RECORDED AS
PUE PUBLIC UTILITY EASEMENT
ROW RIGHT OF WAY
RPC RED PLASTIC CAP
SF SQUARE FEET
SAN SANITARY
TYP TYPICAL
YPC YELLOW PLASTIC CAP
N NORTH
S SOUTH
E EAST
W WEST

NOTES:

- ADJACENT PROPERTY OWNER INFORMATION OBTAINED FROM POLK COUNTY ASSESSORS WEB PAGE
- PARENTHESES () DENOTES PREVIOUSLY RECORDED BEARINGS AND DISTANCES



UTILITY NOTE:

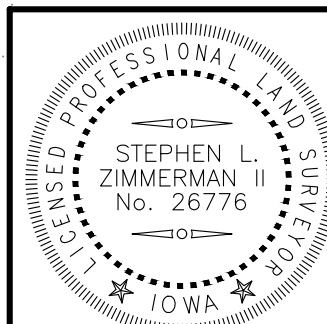
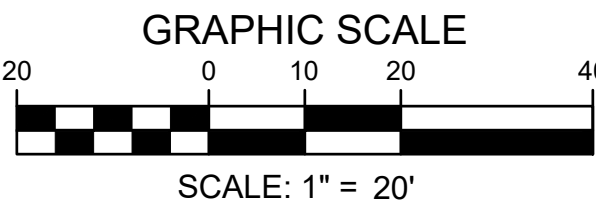
THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY. EXISTING PUBLIC RECORDS, AND PLANS PROVIDED BY OTHERS. SURFACE UTILITY LOCATIONS HAVE BEEN FIELD LOCATED BY BISHOP ENGINEERING. UNLESS OTHERWISE NOTED, ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS ONLY. BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES SHOWN AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT. A REQUEST WAS MADE TO IOWA ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.

UTILITY MAPS PROVIDED BY:

- ELECTRIC (MIDAM / 515.252.6972)
- FIBER OPTIC (CENTURYLINK (LUMEN) / 918.547.0147)
- FIBER OPTIC (IOWA COMMUNICATION NETWORK / 800.572.3940)
- GAS (BLACK HILLS ENERGY / 515.343.2037)
- WATER (CITY OF GRIMES / AWOOD@USWATERCORP.NET)

FIELD WORK COMPLETED ON: 8-14-2021

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SIGNED: STEPHEN L. ZIMMERMAN II, P.L.S. 26776 DATE:

LICENSE RENEWAL DATE: DEC. 31, 2022
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2125 EAST 1ST STREET
GRIMES, IOWA

SITE SURVEY

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MDH

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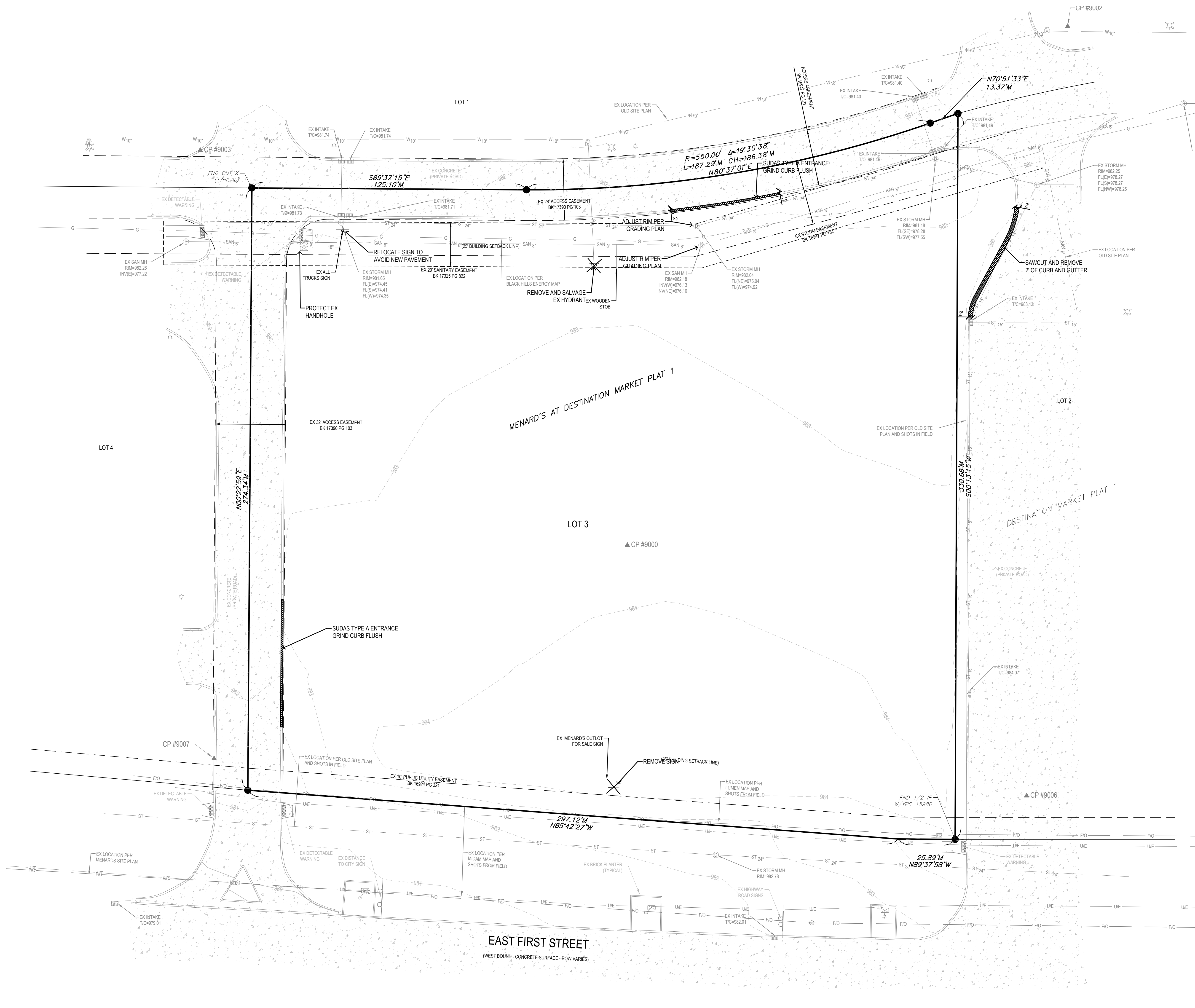
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- DEMO NOTES:
1. SAWCUT & REMOVE ALL PAVEMENT TO FULL DEPTH OF SLAB.
 2. PROTECT ALL TREES NOT CALLED OUT FOR REMOVAL WITH ORANGE CONSTRUCTION FENCE AT THE DRIP LINE.
 3. PAVEMENT STRIPING CALLED OUT FOR REMOVAL SHALL BE SANDBLASTED. NO GRINDING WILL BE ALLOWED.

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DEMO PLAN

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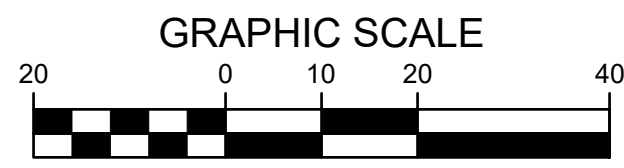
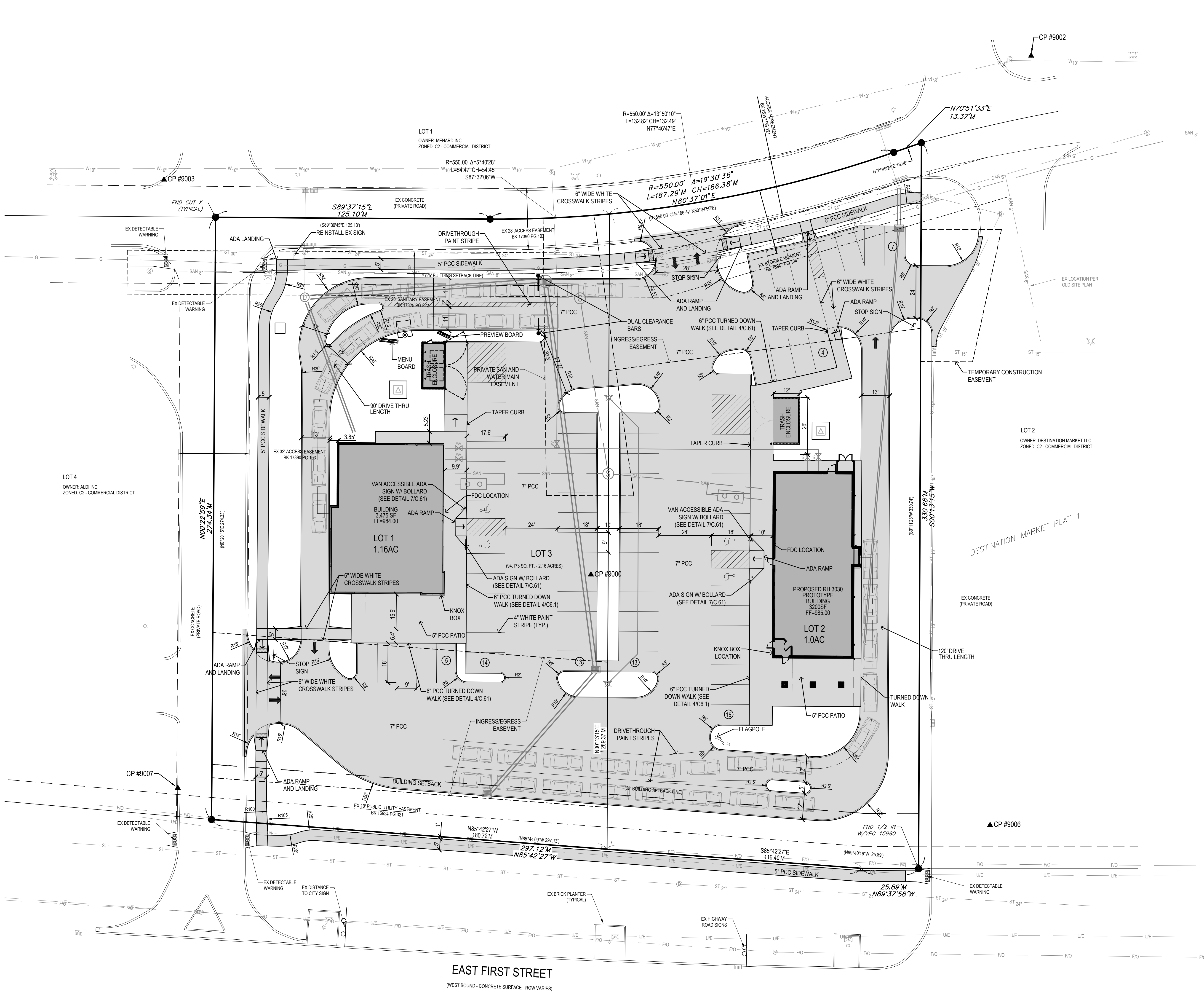
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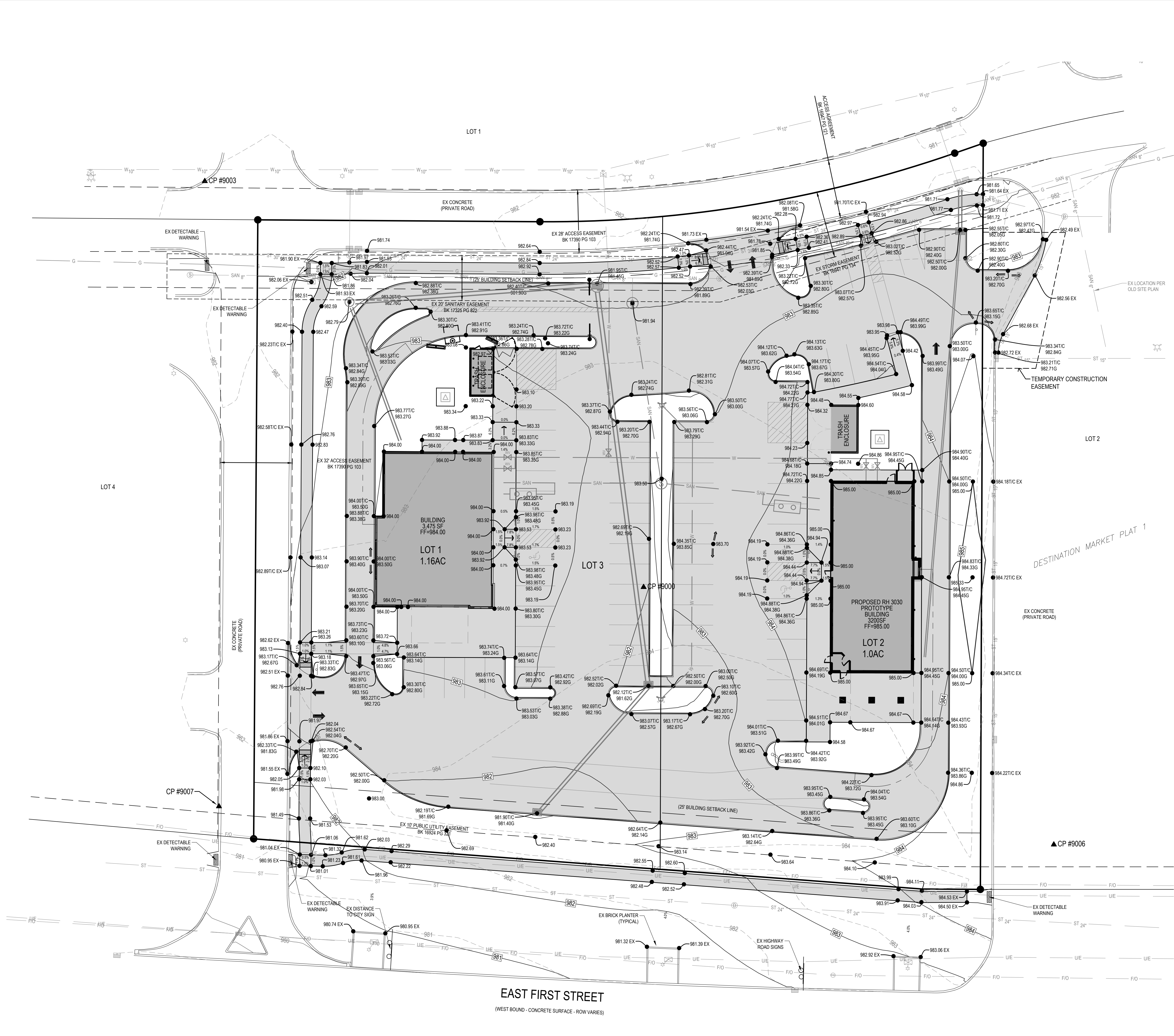
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GRIMES, IOWA

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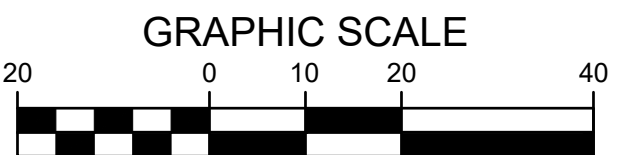
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LAYOUT PLAN



- TOPSOIL NOTES:**
1. STRIP AND STOCKPILE THE TOP 8" OF SOIL ON ALL DISTURBED AREAS.
 2. RESPREAD TOPSOIL TO A MINIMUM DEPTH OF 8" ON ALL GREEN (NON PAVED) AREAS. IMPORT TOPSOIL AS NECESSARY TO ACHIEVE A MINIMUM DEPTH OF 8".
 3. TOPSOIL SHALL BE FREE OF ALL ROCK AND DEBRIS LARGER THAN 3/4" IN SIZE.
 4. TOPSOIL IS DEFINED AS: FERTILE, FRIABLE LOAM, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FROM WELL DRAINED SITE FREE FROM FLOODING, IN FROZEN OR MUDDY CONDITIONS; REASONABLE FREE FROM SUBSOIL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES LARGER THAN 3/4 INCH IN DIAMETER, FOREIGN MATTER; ACIDITY RANGE (PH) OF 5.5 TO 7.5; CONTAINING MINIMUM PERCENT AND MAXIMUM 20 PERCENT ORGANIC MATTER.
 5. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.

- GRADING LEGEND:**
- | | | |
|---------------------------|-----|-----------|
| EXISTING CONTOUR | --- | 150 |
| PROPOSED CONTOUR | --- | 150 |
| FINISHED GROUND ELEVATION | ● | 150.50 |
| TOP OF CURB ELEVATION | ● | 150.50T/C |
| GUTTER ELEVATION | ● | 150.50G |
| TOP OF WALL ELEVATION | ● | 150.50T/W |
| BOTTOM OF WALL ELEVATION | ● | 150.50B/W |
| EDGE OF WALK ELEVATION | ● | 150.50E/W |
| TOP OF STAIR ELEVATION | ● | 150.50T/S |
| BOTTOM OF STAIR ELEVATION | ● | 150.50B/S |
- NOTE: WALL ELEVATIONS SHOWN ON PLAN ARE FINISHED GROUND GRADES AT THE TOP AND BOTTOM OF THE WALL.



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GRIMES, IOWA

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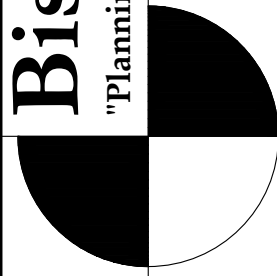
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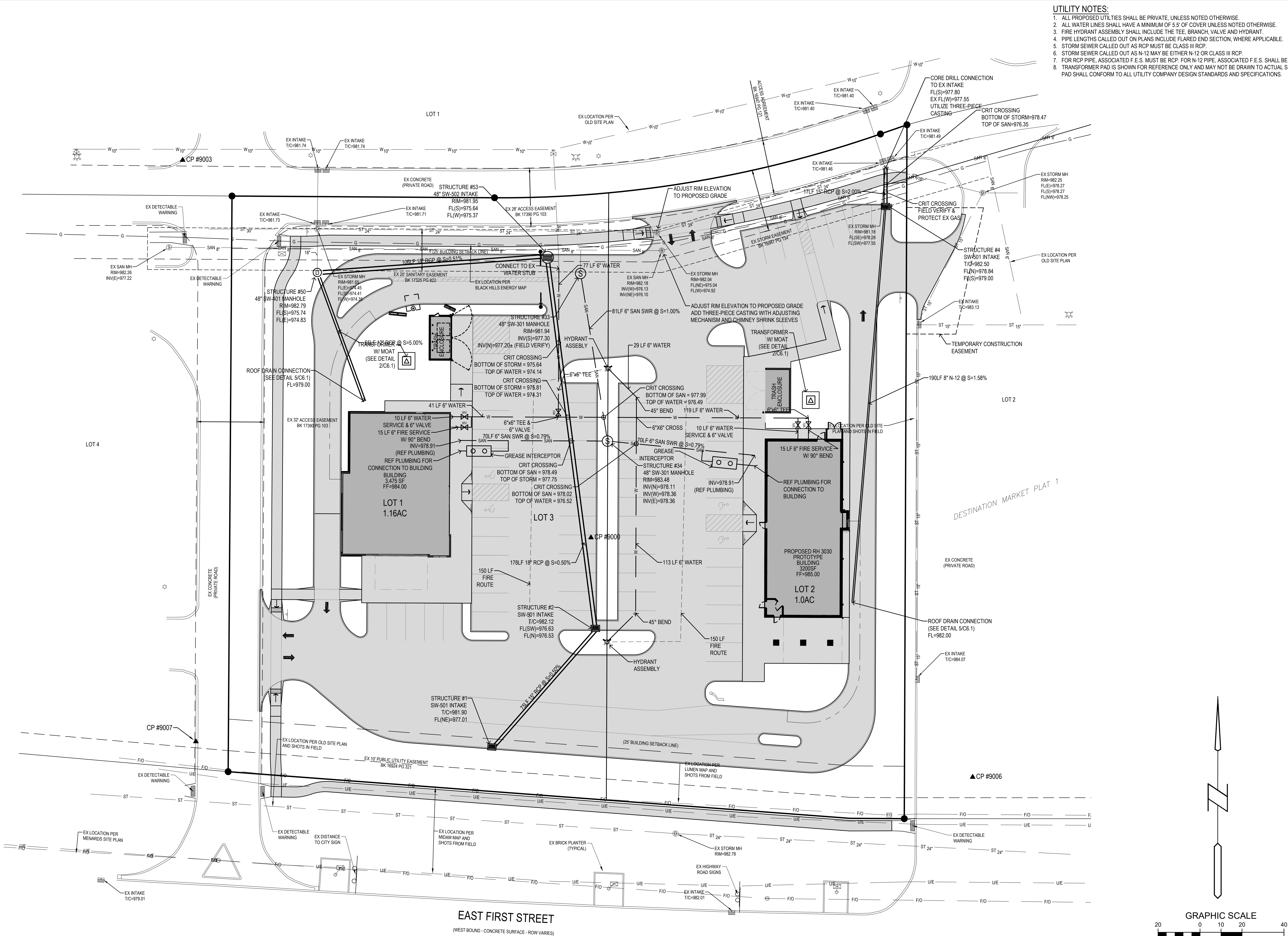


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GRADING PLAN



- UTILITY NOTES:
1. ALL PROPOSED UTILITIES SHALL BE PRIVATE, UNLESS NOTED OTHERWISE.
 2. ALL WATER LINES SHALL HAVE A MINIMUM OF 5'5" OF COVER UNLESS NOTED OTHERWISE.
 3. FIRE HYDRANT ASSEMBLY SHALL INCLUDE THE TEE, BRANCH, VALVE AND HYDRANT.
 4. PIPE LENGTHS CALLED OUT ON PLANS INCLUDE FLARED END SECTION, WHERE APPLICABLE.
 5. STORM SEWER CALLED OUT AS RCP MUST BE CLASS III RCP.
 6. FOR RCP PIPE, ASSOCIATED F.E.S. MUST BE EITHER N-12 OR CLASS III RCP.
 7. FOR RCP PIPE, ASSOCIATED F.E.S. MUST BE RCP. FOR N-12 PIPE, ASSOCIATED F.E.S. SHALL BE CMP.
 8. TRANSFORMER PAD IS SHOWN FOR REFERENCE ONLY AND MAY NOT BE DRAWN TO ACTUAL SIZE. PAD SHALL CONFORM TO ALL UTILITY COMPANY DESIGN STANDARDS AND SPECIFICATIONS.

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LANDSCAPE NOTES:

- ALL SODDING & LANDSCAPE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
- SOD ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE. SOD LIMITS SHOWN ON PLAN ARE FOR REFERENCE ONLY. FINAL LIMITS MAY CHANGE BASED ON CONSTRUCTION ACTIVITIES.
- STAKE SOD ON ALL SLOPES 3 : 1 OR GREATER.
- PLANT QUANTITIES ARE FOR CONTRACTORS CONVENIENCE, THE DRAWING SHALL PREVAIL IF A CONFLICT OCCURS.
- ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
- CONTRACTOR SHALL WARRANTY ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF INITIAL ACCEPTANCE.
- FOR WARRANTY PURPOSES, THE DATE OF INITIAL ACCEPTANCE SHALL BE SUBMITTED IN WRITING TO THE OWNER AND/OR OWNER'S REPRESENTATIVE AFTER ALL PLANT MATERIALS HAVE BEEN INSTALLED AND REVIEWED BY OWNER OR OWNER'S REPRESENTATIVE. PLANT MATERIALS WILL ONLY BE ACCEPTED IF THEY ARE IN AN ALIVE AND THRIVING CONDITION.
- CONDITIONAL ACCEPTANCE OF PLANT MATERIAL MAY BE GIVEN FOR PLANTS INSTALLED IN A DORMANT CONDITION WITH INITIAL ACCEPTANCE OCCURRING THE FOLLOWING SPRING ONCE THEY ARE SHOWN TO BE ALIVE AND THRIVING.
- IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE IDENTIFICATION TAGS AND CORDS ON ALL PLANT MATERIAL PRIOR TO THE COMPLETION OF THE CONTRACT. IDENTIFICATION TAGS (INCLUDING SIZING INFORMATION) MUST BE LEFT ON UNTIL AFTER ACCEPTANCE BY OWNER OR OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH AROUND ALL TREES, SHRUBS AND GROUND COVER BEDS TO A DEPTH OF 4 INCHES, UNLESS NOTED.
- STAKING AND GUYING OF TREES SHALL BE AT THE DISCRETION OF THE CONTRACTOR BASED ON CURRENT ACCEPTED NURSERY STANDARDS. GENERALLY, TREES IN LARGE OPEN AREAS SUBJECT O SIGNIFICANT WIND SHALL BE STAKED. STAKE AND WRAP TREES IMMEDIATELY AFTER PLANTING. CONTRACTOR SHALL ADJUST AND MAINTAIN GUYING TENSION THROUGHOUT THE PLANT ESTABLISHMENT PERIOD. REMOVE ALL STAKES AND GUY WIRES NO MORE THAN ONE YEAR AFTER INSTALLATION.
- THE LANDSCAPING CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITE WORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
- NO LANDSCAPE MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF THE LANDSCAPE ARCHITECT AND THE CITY OF GRIMES.
- ALL EDGING SHALL BE DURAEEDGE 3/16" STEEL EDGING - COLOR BLACK, OR APPROVED EQUAL..
- CONTRACTOR SHALL BE RESPONSIBLE MAINTAINING APPROPRIATE LEVEL OF WATERING FOR ALL NEW PLANTS FOR A PERIOD OF 30 DAYS.
- ALL SHRUB AND PERENNIAL PLANTING BEDS SHALL INCORPORATE TYPAR 3301 NONWOVEN LANDSCAPE FABRIC (OR SIMILAR) AND 3" THICK LAYER OF WASHED RIVER ROCK (1.5" NOMINAL SIZE).
- ALL BEDS TO RECEIVE GRANULAR PRE-EMERGENT WEED CONTROL BEFORE AND AFTER ROCK IS INSTALLED.

PLANTING SCHEDULE

CODE	QUAN	COMMON NAME	LATIN NAME	SIZE	ROOT	NOTES
OVERSTORY TREES						
OG	4	OCTOBER GLORY MAPLE	ACER RUBRUM 'OCTOBER GLORY'	2.0" CAL	B&B	MATCHED SPECIMENS
AH	4	AMERICAN HORNBREAM	CARPINUS CAROLINIANA	2.0" CAL	B&B	MATCHED SPECIMENS
SH	2	SKYLINE HONEYLOCUST	GLEDTISIA TRICANTHOS 'INERMIS' 'SKYLINE'	2.0" CAL	B&B	MATCHED SPECIMENS
KC	7	KENT UCKY COFFEETREE	GYMNOLADUS DIOICUS	2.0" CAL	B&B	MATCHED SPECIMENS
CO	3	CHINKAPIN OAK	QUERCUS MUEHLENBERGII	2.0" CAL	B&B	MATCHED SPECIMENS
RO	3	RED OAK	QUERCUS RUBRA	2.0" CAL	B&B	MATCHED SPECIMENS
ORNAMENTAL TREES						
ER	7	EAST ERN REDBUD	CERCIS CANADENSIS	1.5" CAL	B&B	MATCHED SPECIMENS
PF	4	PRAIRIE FIRE CRABAPPLE	MALUS X PRAIRIE FIRE	1.5" CAL	B&B	MATCHED SPECIMENS
WA	3	WHITE ANGEL CRABAPPLE	MALUS X 'WHITE ANGEL'	1.5" CAL	B&B	MATCHED SPECIMENS
RS	4	ROYAL STAR MAGNOLIA	MAGNOLIA STELLATA 'ROYAL STAR'	1.5" CAL	B&B	MATCHED SPECIMENS
EVERGREEN TREES						
BH	6	BLACK HILLS SPRUCE	PICEA GLAUCOA DENSATA	6'	B&B	FULL FORM TO GROUND
SHRUBS						
EA	7	EMERALD ARBORVITAE	THUJA OCCIDENTALIS 'SMARAGD'	4'	B&B	FULL FORM - MATCHED
RL	33	REDLEAF BARBERRY	BERBERIS THUNBERGII 'ATROPURPUREA'	#5	CONT	FULL FORM - MATCHED
LD	37	LITTLE DEVIL NINEBARK	PHYSCARPUS OPULIFOLIUS 'LITTLE DEVIL'	#3	CONT	FULL FORM - MATCHED
GL	8	GROW LO SUMAC	RHUS AROMATICA 'GROW LOW'	#5	CONT	FULL FORM - MATCHED
KR	4	KNOCKOUT ROSE	ROSA X 'RAD RAZZ'	#5	CONT	FULL FORM - MATCHED
AW	123	ANTHONY WATERER SPIREA	SPIRAEA BUMALDA 'ANTHONY WATERER'	#5	CONT	FULL FORM - MATCHED
CV	4	COMPACT VIBURNUM	VIBURNUM TRILOBUM 'COMPACTA'	#5	CONT	FULL FORM - MATCHED
ORNAMENTAL GRASSES						
KF	30	KARL FOERSTER FEAT HER REED GRASS	CALAMAGROSIS ACUTIFLORA 'KARL FOERSTER'	#1	CONT	FULLY ROOTED IN CONTAINER
PV	11	SHENANDOAH SWIT CHGRASS	PANICUM VIRGATUM 'SHENANDOAH'	#1	CONT	FULLY ROOTED IN CONTAINER

SOD: PROVIDE AND INSTALL SOD FROM LOCAL SUPPLIERS. AREAS TO BE SODDED MUST BE FREE OF ALL CONSTRUCTION DEBRIS AND ANY DIRT CLUMPS OVER 1" IN DIAMETER. THOROUGHLY WATER SOD UPON INSTALLATION. CONTRACTOR TO MAINTAIN WATERING UNTIL SOD IS ESTABLISHED (ROOTS KNITTED INTO SUBSURFACE)

GENERAL LANDSCAPE REQUIREMENTS

LOT 1 (PANERA)	
SITE AREA	50,500 SF
OPEN SPACE PROVIDED	14,453 SF
OPEN SPACE REQUIRED (20%)	10,100 SF

LOT 2 (FREDDY'S)	
SITE AREA	43,593 SF
OPEN SPACE PROVIDED	12,088 SF
OPEN SPACE REQUIRED (20%)	8,720 SF

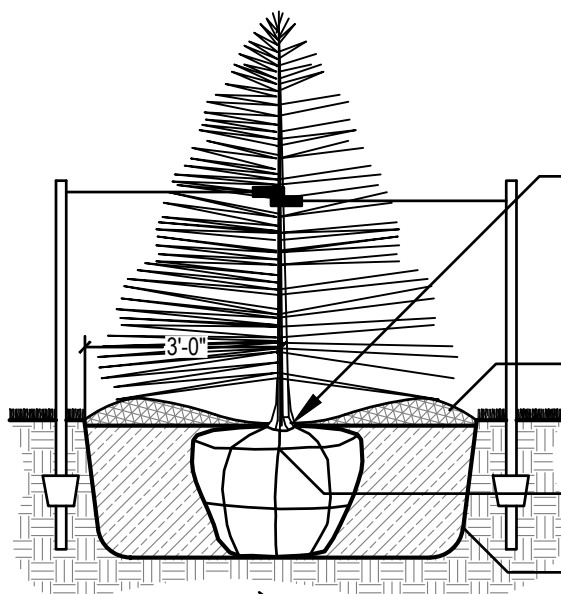
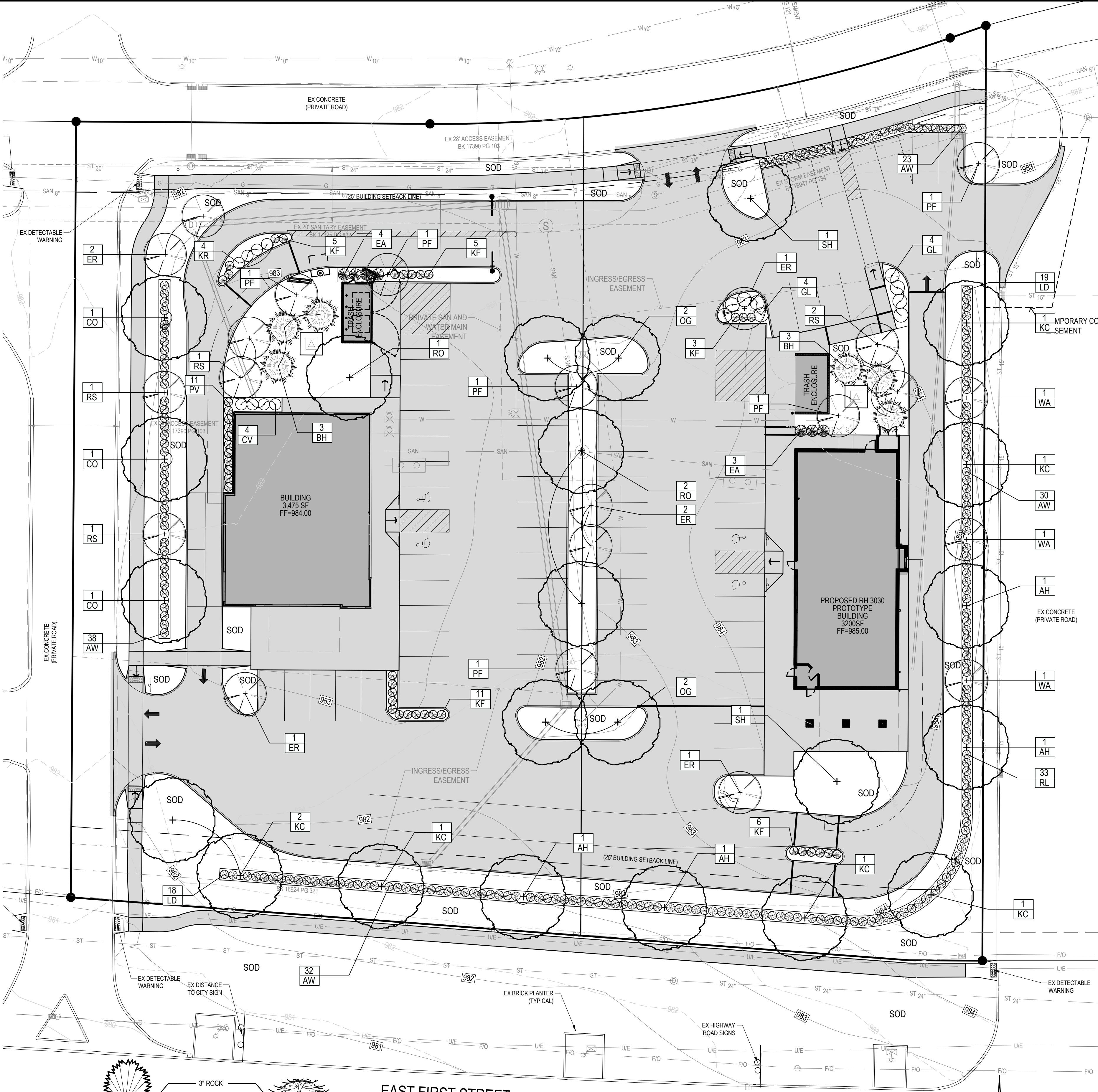
GENERAL OPEN SPACE REQUIREMENT	
LOT 1 (PANERA)	21
TOTAL REQUIRED TREES (2 / 1,000 SF REQUIRED OPEN SPACE)	21
TOTAL TREES PROVIDED (50% OVERSTORY, 2" CAL)	21
TOTAL SHRUBS REQUIRED (1 / 500 SF REQUIRED OPEN SPACE)	50
TOTAL SHRUBS PROVIDED	

LOT 2 (FREDDY'S)	18
TOTAL REQUIRED TREES (2 / 1,000 SF REQUIRED OPEN SPACE)	18
TOTAL TREES PROVIDED (50% OVERSTORY, 2" CAL)	18
TOTAL SHRUBS REQUIRED (1 / 500 SF REQUIRED OPEN SPACE)	76
TOTAL SHRUBS PROVIDED	

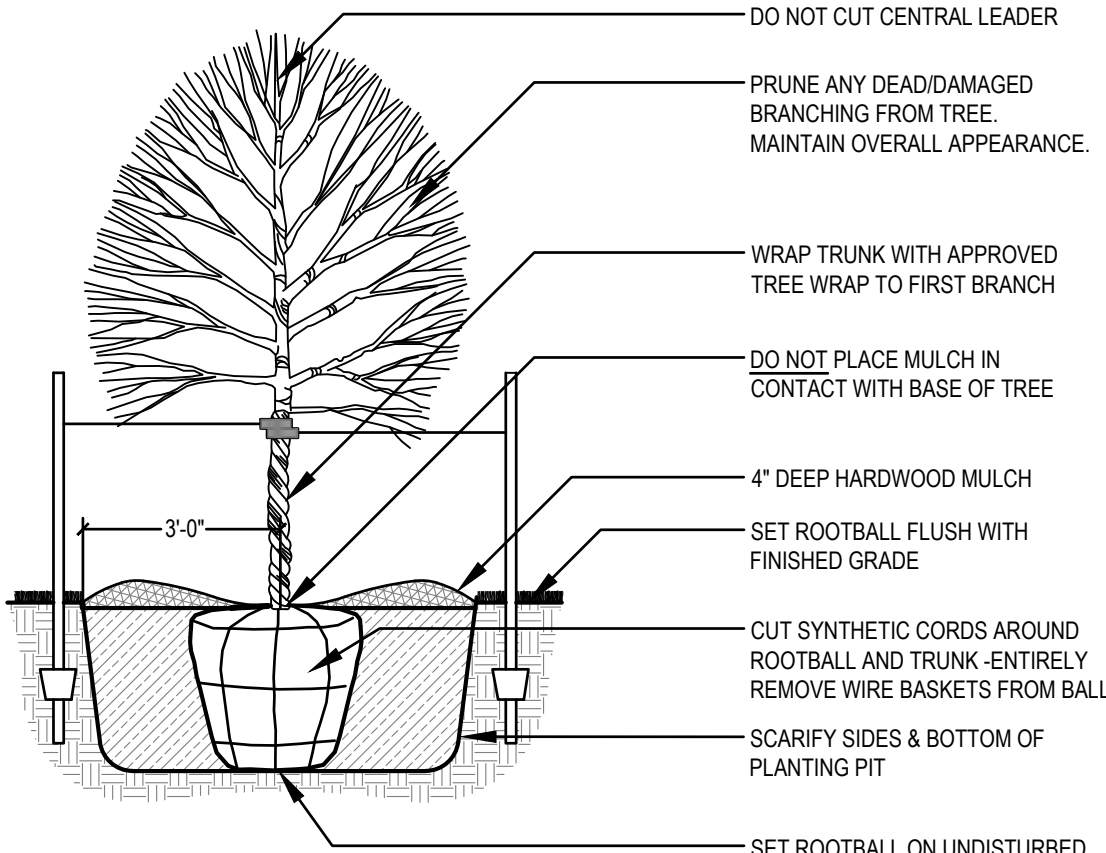
BUFFER PLANTING ADJACENT TO EAST 1ST ST (PER 163.16.3)	322
TOTAL LENGTH OF FRONTAGE	7
TOTAL REQUIRED TREES (1 / 50 LF)	7
TOTAL TREES PROVIDED	81
TOTAL SHRUBS REQUIRED (1 / 4 LF)	81
TOTAL SHRUB PROVIDED	

IRRIGATION NOTES:

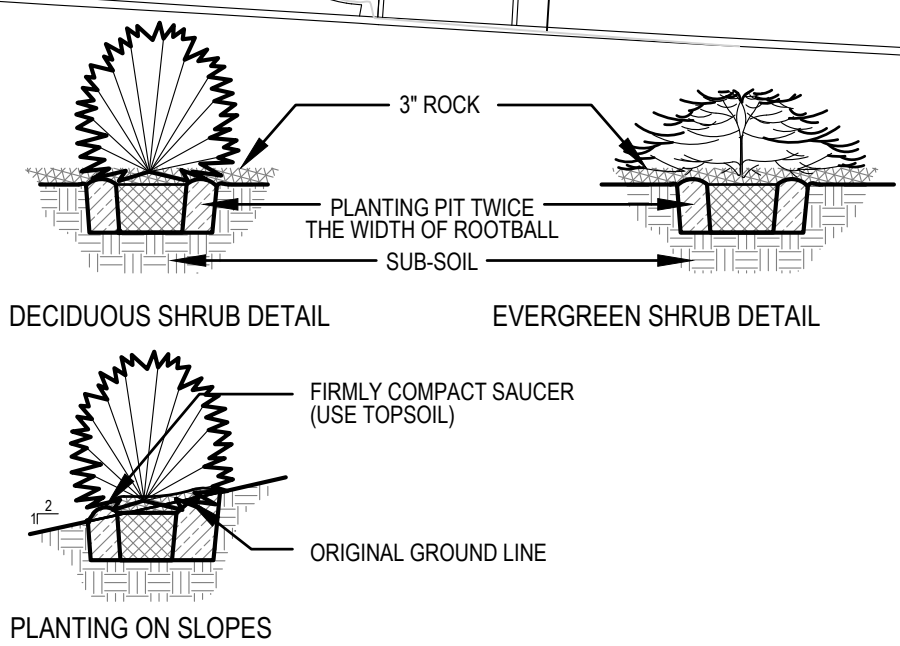
- FOR BIDDING PURPOSES, THIS PROJECT DOES NOT INCLUDE A SITE IRRIGATION SYSTEM.
- CONTRACTOR SHALL SUBMIT TO THE OWNER OR OWNER'S REPRESENTATIVE A SEPARATE PROPOSAL FOR A SITE IRRIGATION SYSTEM. PROPOSAL SHALL BE DESIGN/BUILD FOR A COMPLETE OPERATIONAL IRRIGATION SYSTEM APPROPRIATE FOR THE SITE. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DESIGN, COORDINATION, TESTING, PERMITS, INSPECTIONS, ETC.



STAKING ORIENTATION
NORTH NORTH
2 STAKES - 3" CAL. & LESS
3 STAKES - GREATER THAN 3" CAL.
USE HOSE GUARDS AROUND TRUNK ON STAKING WIRE. TIE WIRE TO STEEL POSTS PLACED OUTSIDE PLANT PIT.
LEAVE STAKES IN PLACE NO MORE THAN 1 YEAR FROM INSTALLATION. CONTRACTOR RESPONSIBLE FOR REMOVAL.



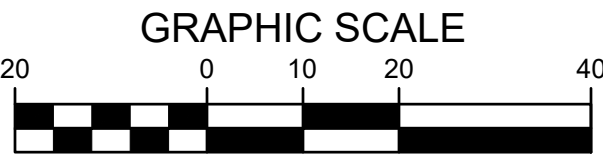
DO NOT CUT CENTRAL LEADER
PRUNE ANY DEAD/DAMAGED BRANCHING FROM TREE. MAINTAIN OVERALL APPEARANCE.
WRAP TRUNK WITH APPROVED TREE WRAP TO FIRST BRANCH
DO NOT PLACE MULCH IN CONTACT WITH BASE OF TREE
4" DEEP HARDWOOD MULCH
SET ROOTBALL FLUSH WITH FINISHED GRADE
CUT SYNTHETIC CORDS AROUND ROOTBALL AND TRUNK - ENTIRELY REMOVE WIRE BASKETS FROM BALL
SCARIFY SIDES & BOTTOM OF PLANTING PIT
SET ROOTBALL ON UNDISTURBED SUBGRADE
SET ROOTBALL ON UNDISTURBED SUBGRADE



DECIDUOUS SHRUB DETAIL
EVERGREEN SHRUB DETAIL
PLANTING ON SLOPES
FIRMLY COMPACT SAUCER (USE TOPSOIL)
ORIGINAL GROUND LINE

EAST FIRST STREET

(WEST BOUND - CONCRETE SURFACE - ROW VARIES)



FREDDY'S & PANERA
GRIMES, IOWA

Bishop Engineering
"Planning Your Successful Development"

3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

REFERENCE NUMBER:

DRAWN BY:

CHECKED BY:

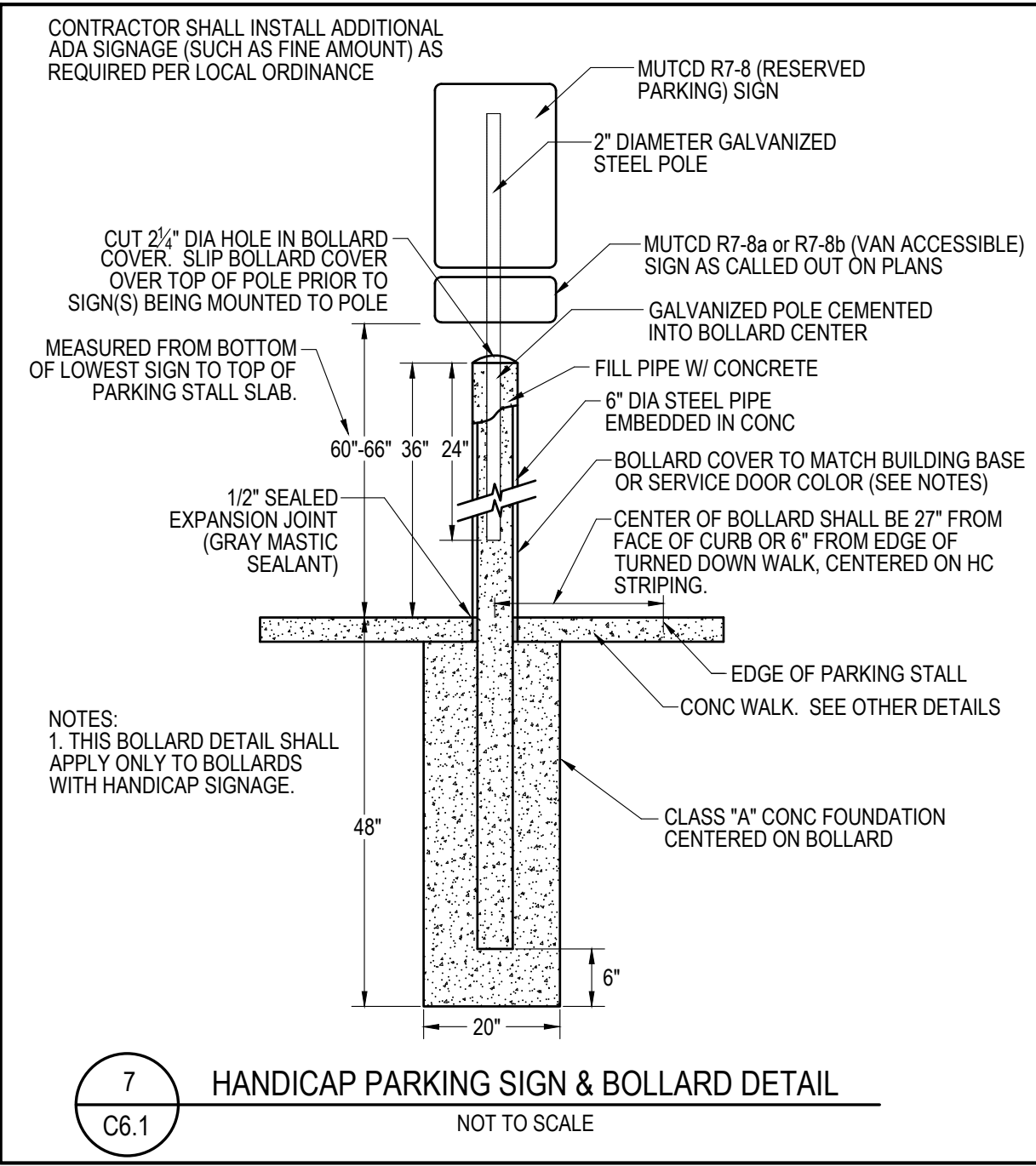
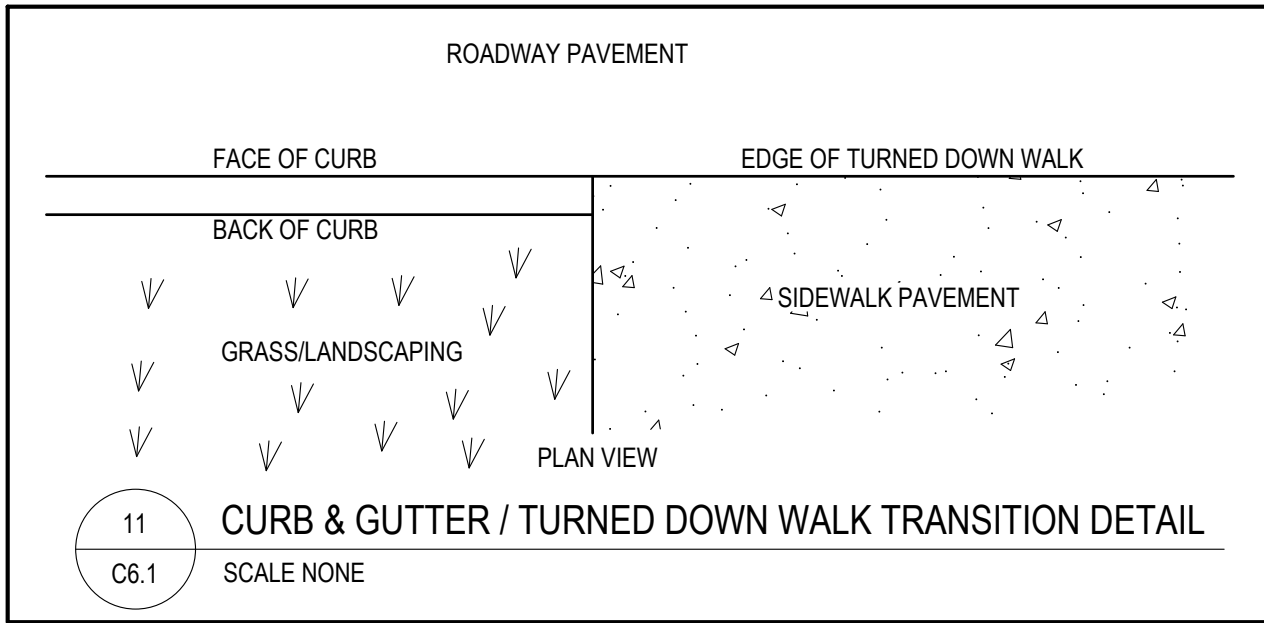
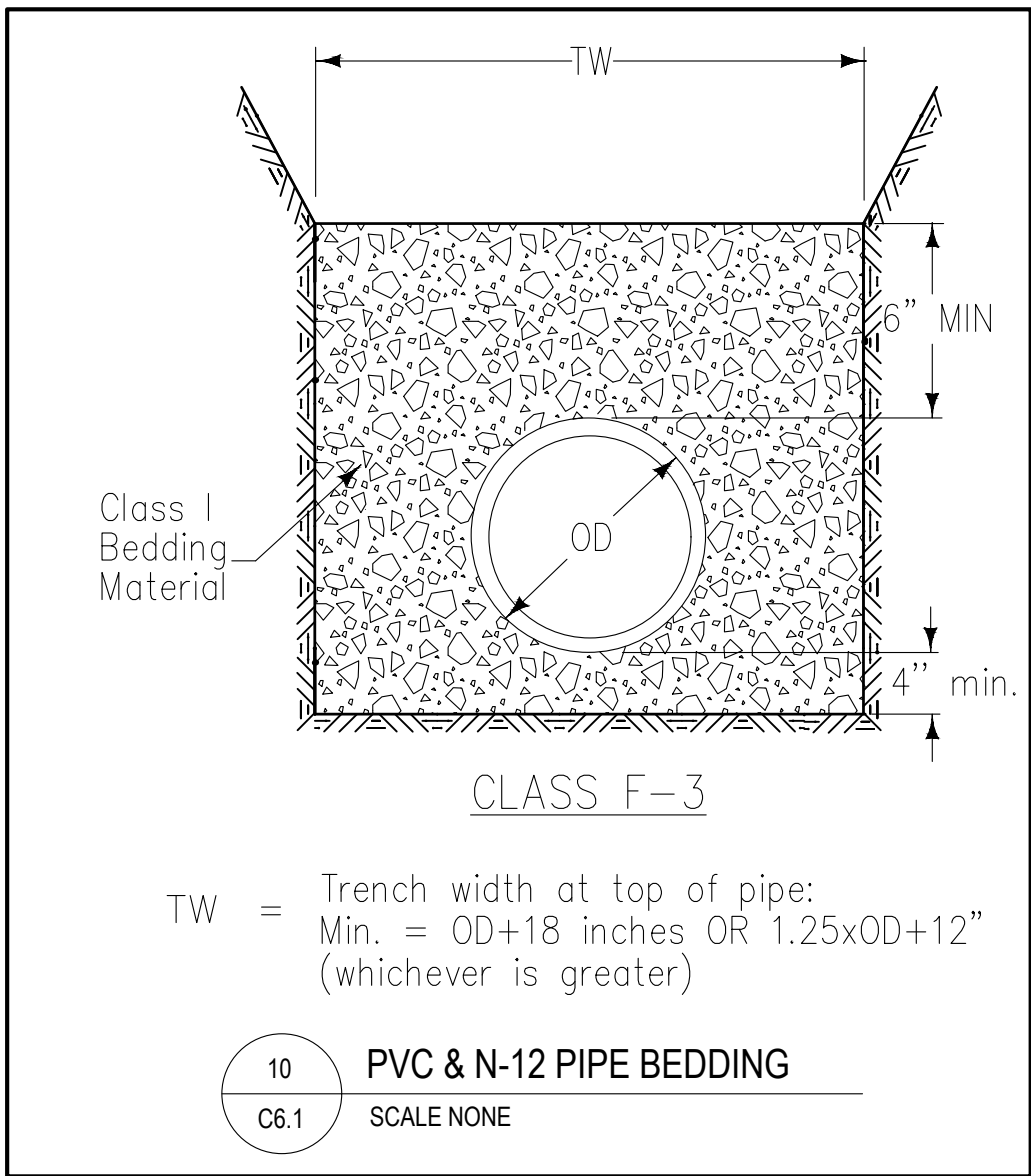
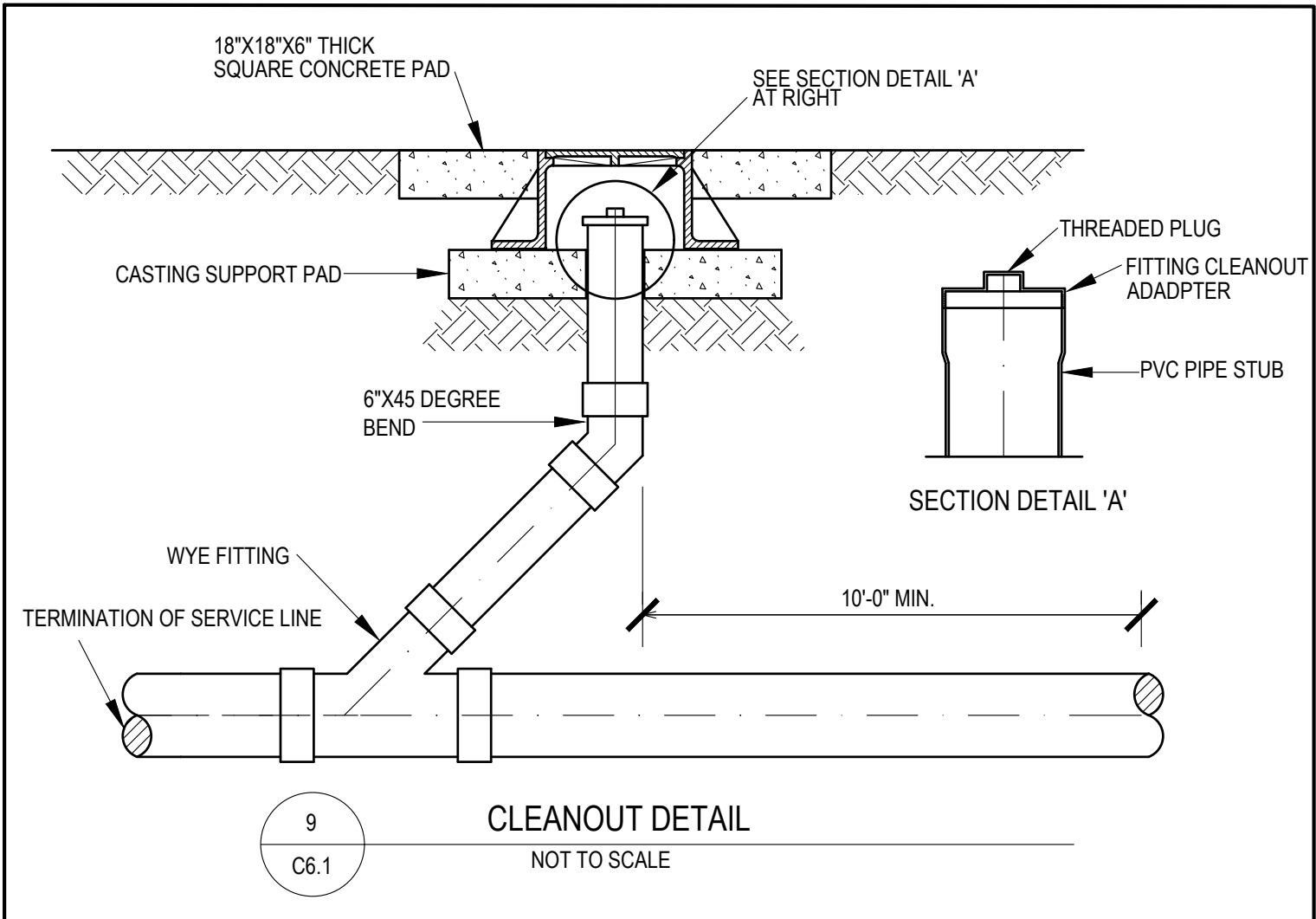
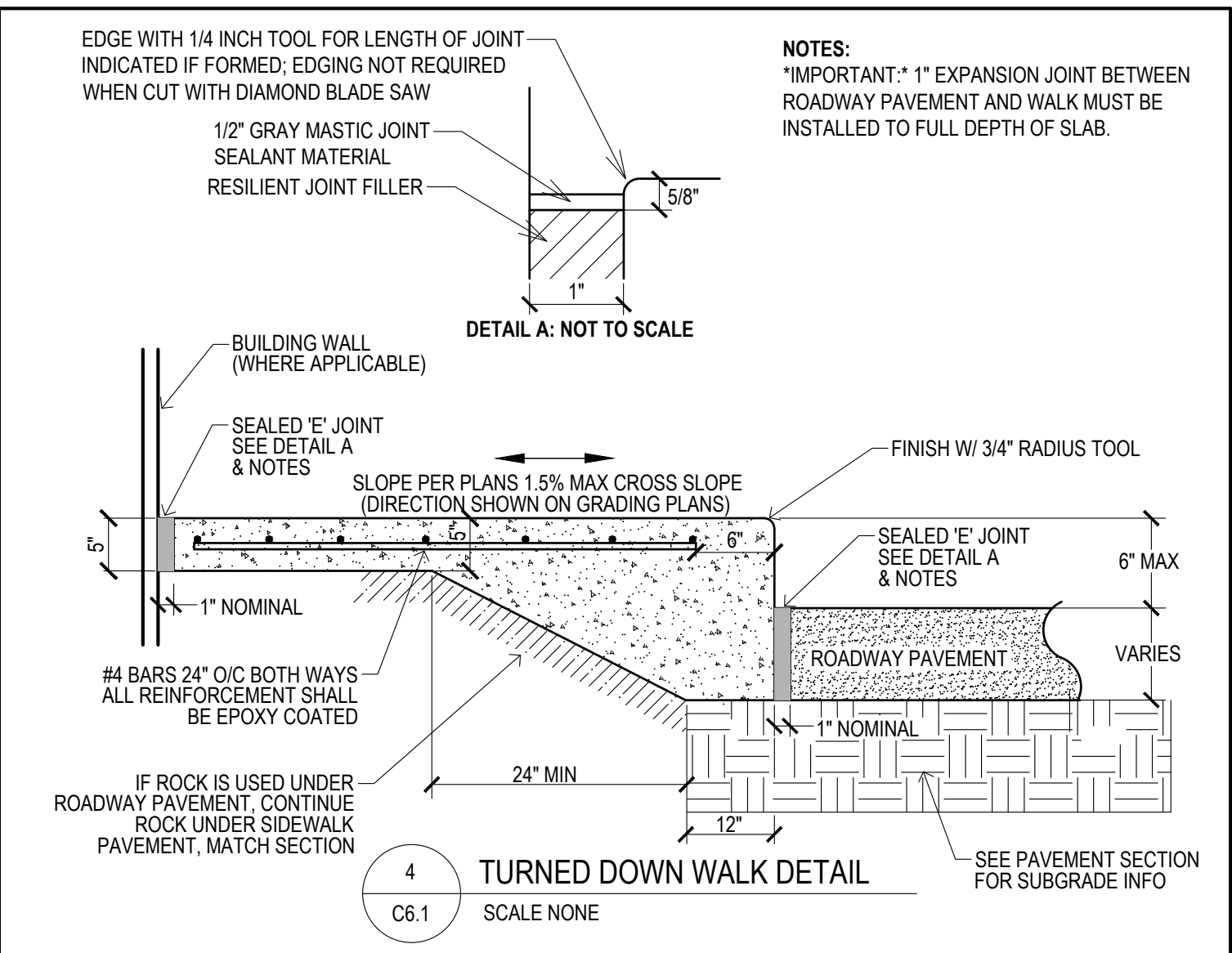
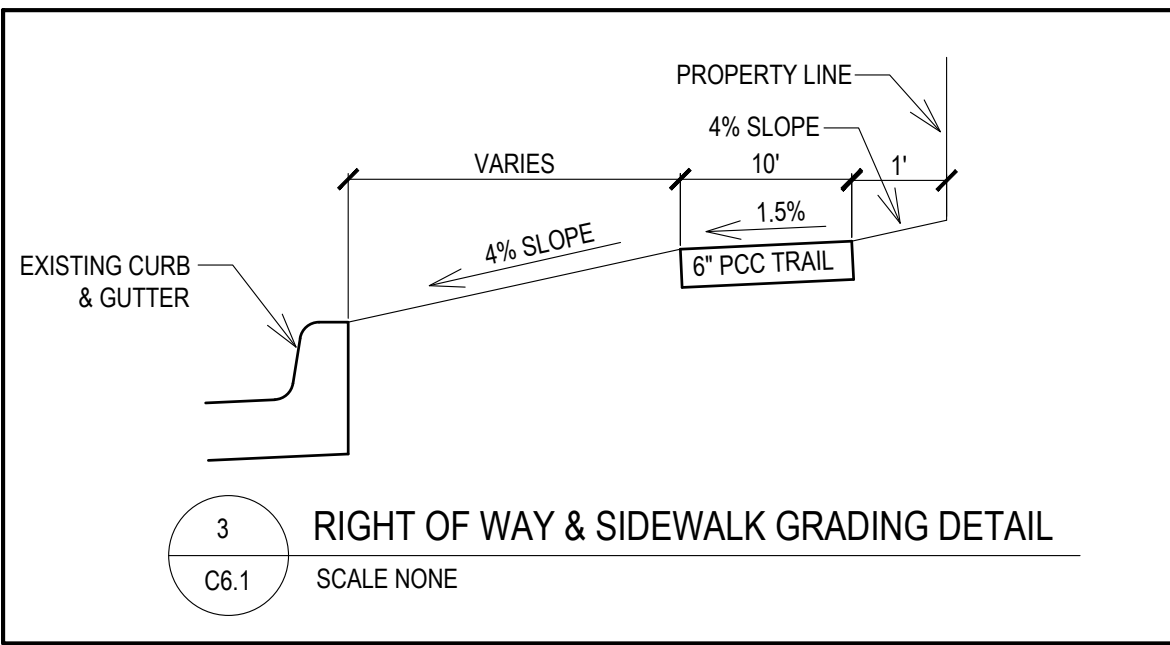
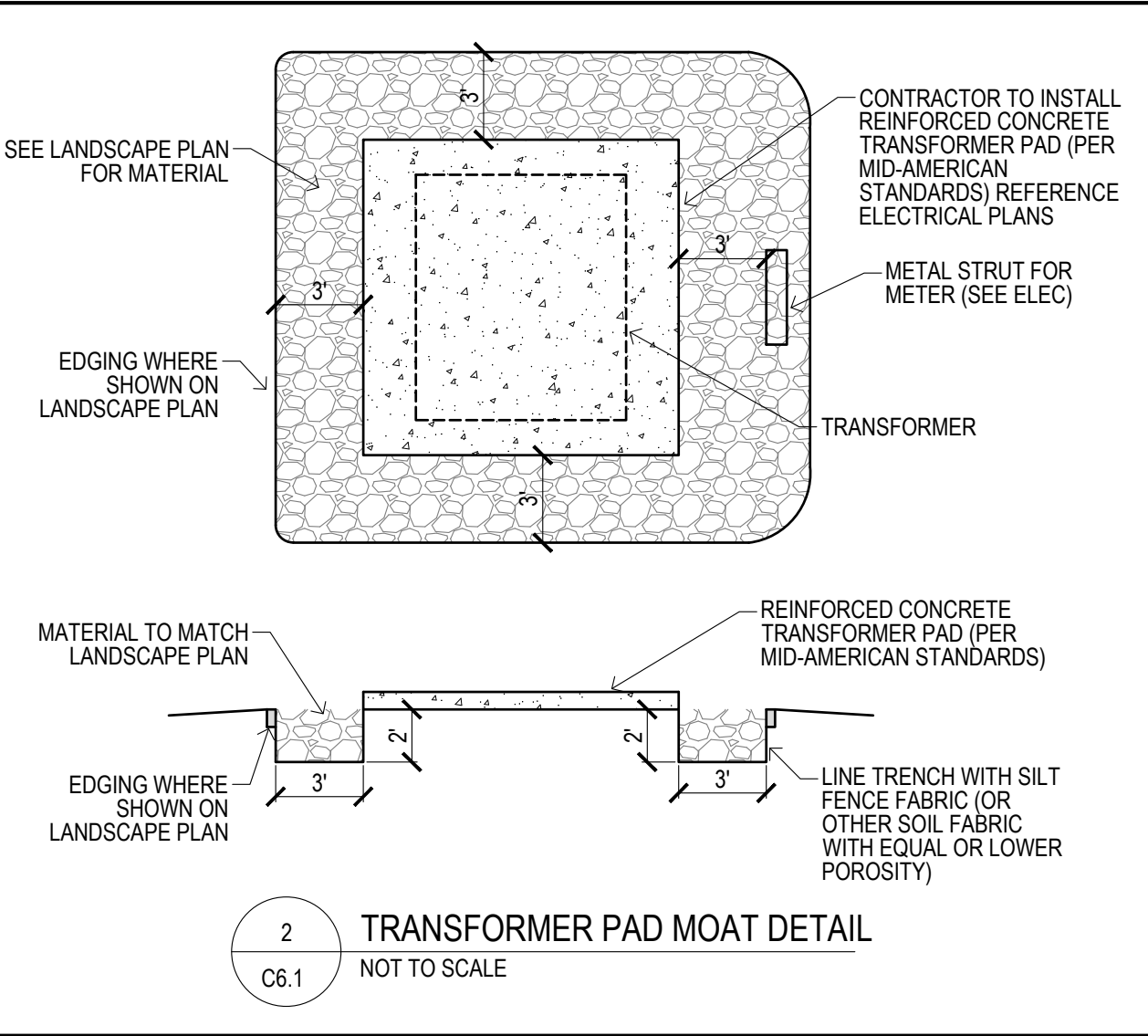
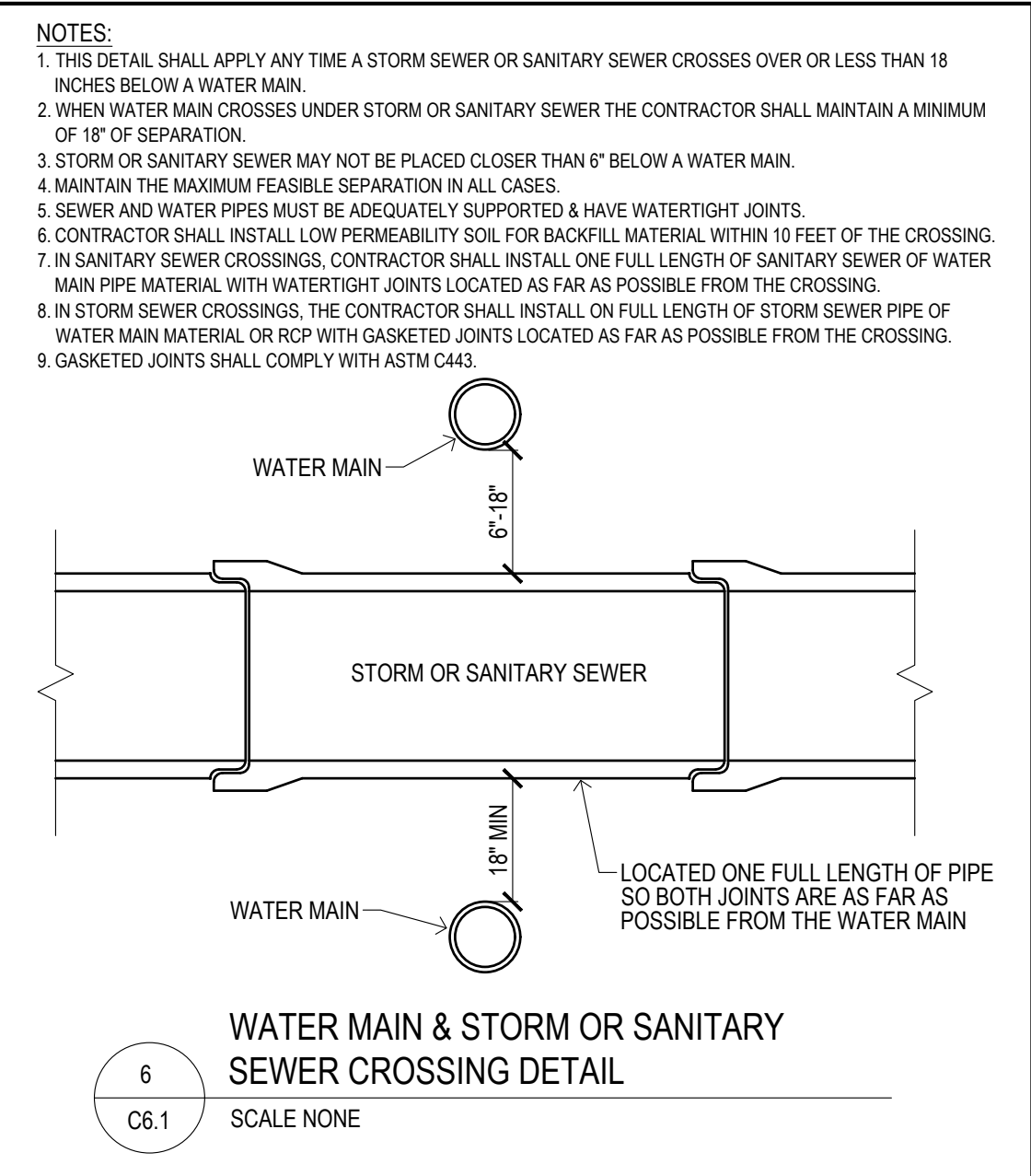
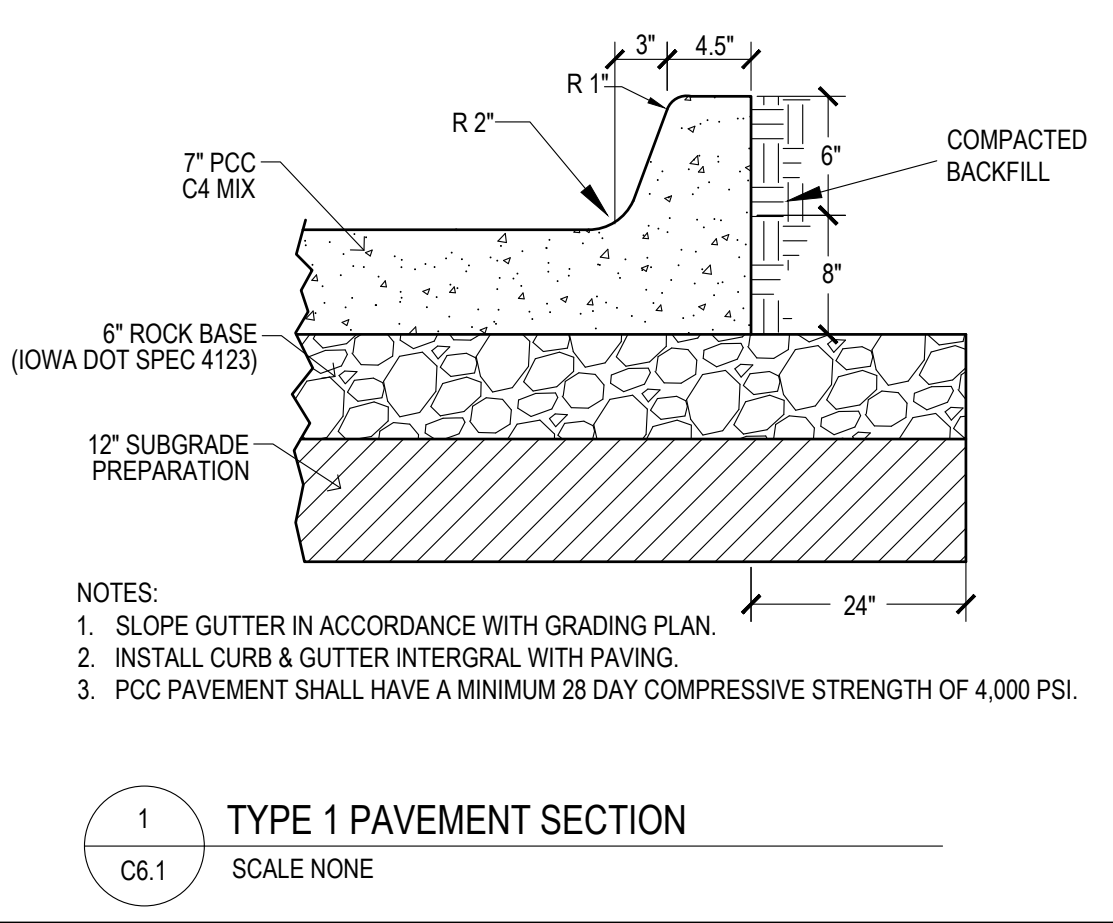
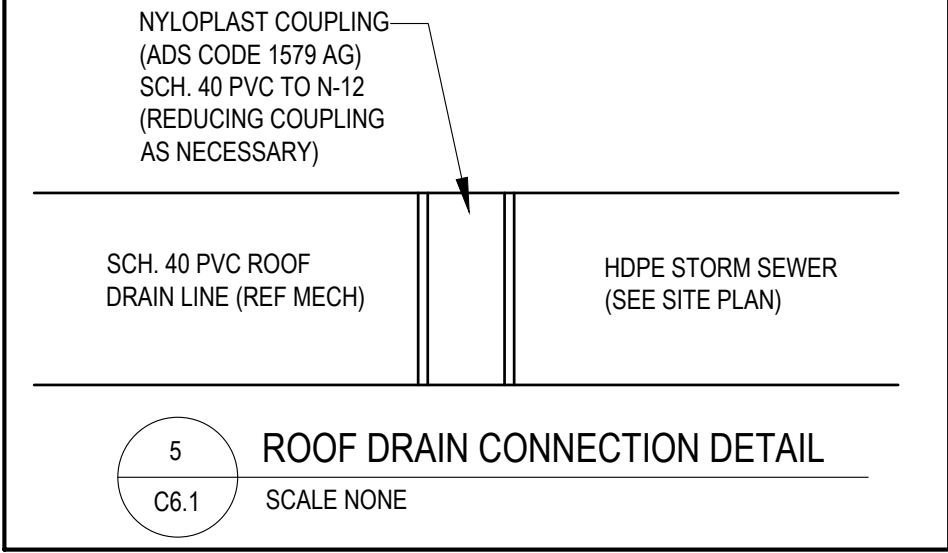
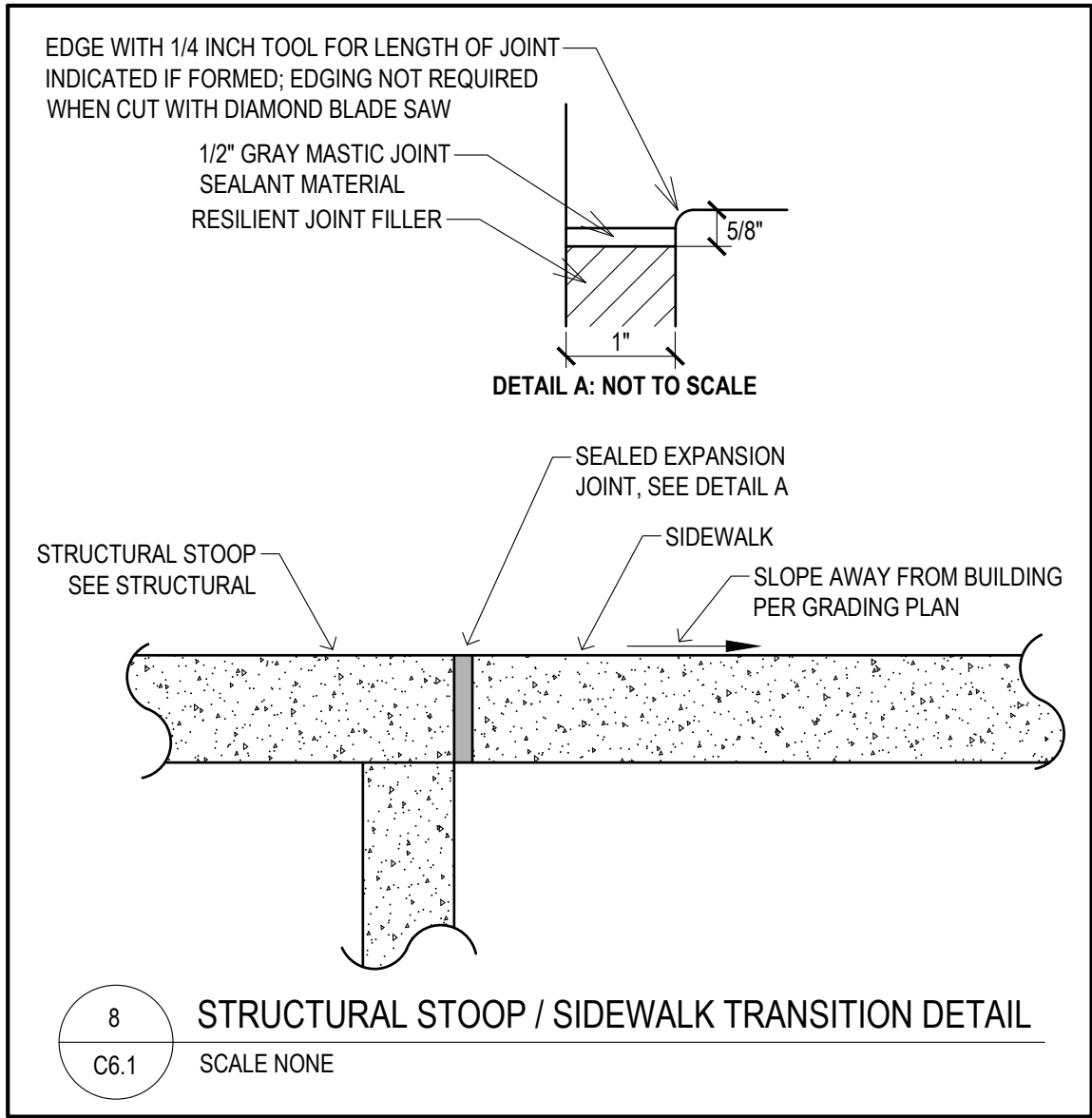
REVISION DATE: 9/27/2021 - 1ST SUBMITTAL
11/8/2021 - 2ND SUBMITTAL
11/29/21 - 3RD SUBMITTAL

PROJECT NUMBER:
210343

SHEET NUMBER:

C5.1

LANDSCAPE PLAN



STORM WATER POLLUTION PREVENTION PLAN

PROPERTY DESCRIPTION:
(FROM TITLE OPINION)
LOT 3 IN MENARDS AT DESTINATION MARKET PLAT 1, AN
OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART
OF THE CITY OF GRIMES, POLK COUNTY, IOWA

ADDRESS:
2125 EAST 1ST STREET
GRIMES, IOWA 50111

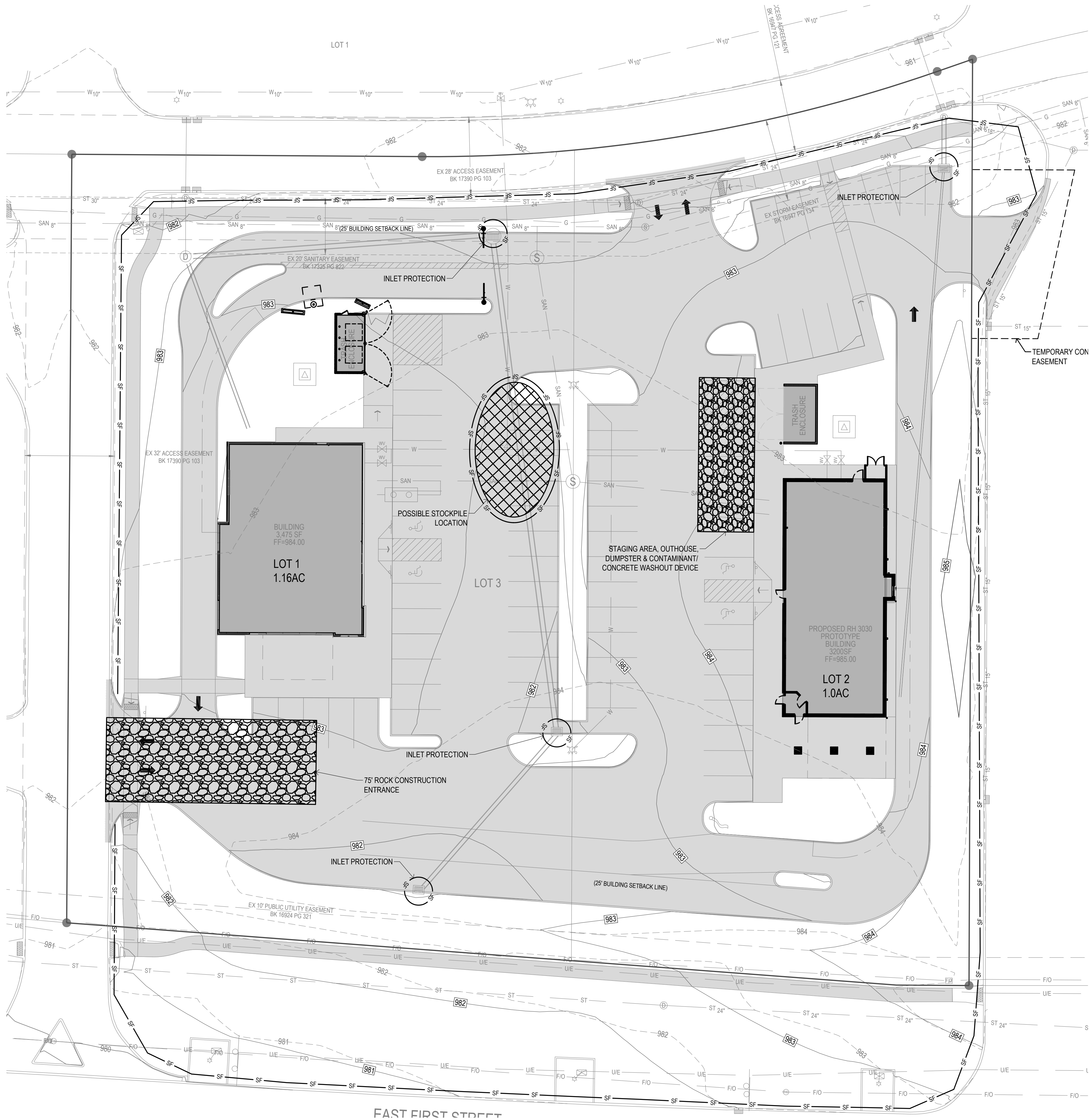
OWNER:
MENARD INC
5101 MENARD DR
EAU CLAIRE, WISCONSIN 54703-9604

SITE AREA:
2.16 ACRES

BENCHMARK:
BENCHMARK DATUM = CITY DATUM OR NAVD88, GEOID 12A

POINT #9004
NORTHING = 615591.84
EASTING = 1566441.19
ELEVATION = 984.28
DESCRIPTION: BURY BOLT

POINT #9000
NORTHING = 615464.88
EASTING = 1566456.37
ELEVATION = 983.74
DESCRIPTION: 3" IRON PIPE W/ RED PLASTIC CAP

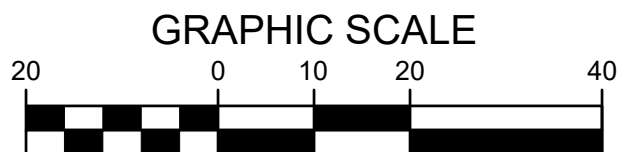
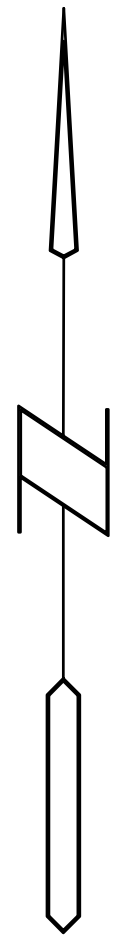


VICINITY MAP
NOT TO SCALE

- EROSION CONTROL NOTES:**
- SEE SUPPLEMENTAL DETAIL STORM WATER POLLUTION PLAN NARRATIVE FOR ALL EROSION CONTROL MEASURES, ADDITIONAL DETAILS AND NOTE. ADDITIONAL NOTES AND MEASURES IN NARRATIVE SHALL BE CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE ORIGINAL BID.
 - SWPPP PLAN AND NARRATIVE ARE CONSIDERED A LIVING DOCUMENT AND WILL NEED PERIODIC UPDATES AND ADJUSTMENTS AS NECESSARY DEPENDING ON SITE CONDITIONS TO ASSURE COMPLIANCE WITH NPDES GENERAL PERMIT NO. 2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UPDATE THE SWPPP AND IMPLEMENT ANY AND ALL MEASURES NECESSARY TO COMPLY WITH SAID PERMIT NO. 2.
 - INSTALL PERIMETER SILT FENCE AS SHOWN ON PLANS PRIOR TO CONSTRUCTION.
 - INSTALL INTAKE PROTECTION WITH SILT FENCE IMMEDIATELY AFTER STORM SEWER CONSTRUCTION.
 - INSTALL FINISHED PAVING INLET PROTECTION IMMEDIATELY AFTER PAVING IS COMPLETED AROUND INTAKE.
 - OTHER EROSION CONTROL TYPES MAY NOT BE SUBSTITUTED FOR SILT FENCE.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING A CONCRETE WASHOUT IN ACCORDANCE WITH NPDES GENERAL PERMIT NO. 2 DURING ALL CONCRETE WORK.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING TEMPORARY RESTROOM FACILITIES. SANITARY WASTE SHALL BE DISPOSED OF PER ALL FEDERAL, STATE AND LOCAL REGULATIONS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.

- EROSION CONTROL REMOVAL NOTES:**
- AFTER FINAL STABILIZATION HAS OCCURED, AS DEFINED IN NPDES GENERAL PERMIT NO. 2, CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TEMPORARY EROSION CONTROL DEVICES INCLUDING, BUT NOT LIMITED TO: SILT FENCE, INLET PROTECTION, AND TEMPORARY STANDPIPES.

- LEGEND:**
- 120--- EXISTING CONTOUR
 - 120--- PROPOSED CONTOUR
 - SF--- SILT FENCE
 - SAN--- SANITARY SEWER
 - ST--- STORM SEWER
 - W--- WATER LINE
 - G--- GAS LINE
 - UE--- UNDERGROUND ELECTRIC
 - O/E--- OVERHEAD ELECTRIC
 - TELE--- TELEPHONE LINE
 - F/O--- FIBER OPTIC
 - CATV--- CABLE TV
 - ⊙ STORM MANHOLE
 - ⊙ CURB INTAKE
 - ⊙ SURFACE INTAKE
 - ⊙ FLARED END SECTION
 - ⊙ SANITARY MANHOLE
 - ⊙ CLEANOUT
 - ⊙ FIRE HYDRANT
 - ⊙ SPRINKLER
 - ⊙ IRRIGATION CONTROL VALVE
 - ⊙ WATER MANHOLE
 - ⊙ WELL
 - ⊙ WATER VALVE
 - ⊙ WATER SHUT OFF
 - ⊙ YARD HYDRANT
 - ⊙ ELECTRIC MANHOLE
 - ⊙ ELECTRIC METER
 - ⊙ ELECTRIC RISER
 - ⊙ ELECTRIC VAULT
 - ⊙ POWER POLE
 - ⊙ TRANSFORMER POLE
 - ⊙ LIGHT POLE
 - ⊙ ELECTRIC JUNCTION BOX
 - ⊙ ELECTRIC PANEL
 - ⊙ TRANSFORMER
 - ⊙ GROUND LIGHT
 - ⊙ GUY WIRE
 - ⊙ ELECTRIC HANDHOLE
 - ⊙ GAS METER
 - ⊙ GAS VALVE
 - ⊙ AIR CONDITIONING UNIT
 - ⊙ TELEPHONE RISER
 - ⊙ TELEPHONE VAULT
 - ⊙ TELEPHONE MANHOLE
 - ⊙ TRAFFIC SIGNAL MANHOLE
 - ⊙ FIBER OPTIC RISER
 - ⊙ FIBER OPTIC FAULT
 - ⊙ CABLE TV RISER
 - ⊙ SIGN



UTILITY NOTE:
THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS AND ARE APPROXIMATE LOCATIONS. THE EXACT LOCATIONS OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

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Civil Engineering & Land Surveying Established 1959

FREDDY'S & PANERA
GRIMES, IOWA

SWPPP

REFERENCE NUMBER:	
DRAWN BY:	DRL
CHECKED BY:	
REVISION DATE:	9/27/2021 - 1ST SUBMITTAL 11/8/2021 - 2ND SUBMITTAL 11/29/21 - 3RD SUBMITTAL
PROJECT NUMBER:	210343
SHEET NUMBER:	C7.1



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

AGENDA MEMO

For Meeting of December 14, 2021

AGENDA HEADING:

Freddy's/Panera Site Plan

SYNOPSIS:

The applicant is requesting approval of the site plan for a 3,475 square foot Panera located at 2103 E 1st Street and a 3,200 Freddy's located at 2151 E 1st Street. These properties are located within the C-2 zoning district and Zone 1 of the Highway 141 Mixed Use Development Corridor District.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Menards at Destination Market Plat 1 Final Plat – 2018

BOARD/COMMISSION ACTION(S):

Planning and Zoning Commission recommended approval – 12/07/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Freddy's/Panera site plan subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: December 7, 2021
RE: Freddy's and Panera – Site Plan

GENERAL INFORMATION:

Applicant:

Bishop Engineering

Requested Action

Site Plan

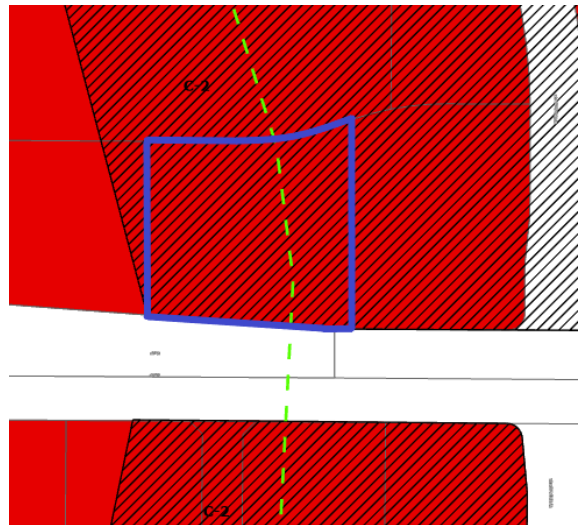
Location

Lot 1 (Panera): 2103 E 1st Street
Lot 2 (Freddy's): 2151 E 1st Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Commercial	C-2
North	Commercial	Commercial	C-2
South	Commercial	Commercial	C-2
East	Vacant	Commercial	C-2
West	Commercial	Commercial	C-2

BACKGROUND:

The applicant is requesting approval of the site plan for a 3,475 square foot Panera located at 2103 E 1st Street and a 3,200 Freddy's located at 2151 E 1st Street. These properties are located within the C-2 zoning district and Zone 1 of the Highway 141 Mixed Use Development Corridor District.

ANALYSIS:*Building/Elevations:*

The façade of Panera is proposed to be principally constructed of Nichiha paneling and brick. Fiberglass panels and canopies will provide additional architectural detailing. The dumpster enclosure will be constructed of CMU with metal-framed composite gates. Wall lighting is proposed on south, east, and west elevations with accent lighting above the canopies.

The façade of Freddy's is proposed to be principally constructed of brick with fiber cement and EIFS and red and white awnings. Red LED strip lighting is proposed along the top of the building. Red goosenecks lights will be provided along the west and east sides of the building. The dumpster enclosure will be constructed of paintable split face CMU with metal-framed wood gates.

Site Layout:

The sites will be accessed from a shared driveway along NE Telkay Lane and another shared driveway along the private Menards drive to the west. Pedestrian connectivity to the site will be provided along NE Telkay Lane, E 1st Street and along the private drive. Sidewalk connections into the site will be provided from both NE Telkay Ln and the private Menards drive.

A drive-thru with two lanes will be provided on the north and west side of Panera and another drive-thru with two lanes will be provided on the south and east of Freddy's. More than the required five queueing spaces are provided for each drive-thru. In addition, a 400 square foot patio is proposed on the south side of Panera and a 600 square foot patio is proposed on the south of Freddy's.

Pole lights are proposed throughout the shared parking lot.

Parking:

The site provides more than the required number of parking spaces for the site but does not provide more than 25% above the minimum required spaces therefore no additional open space is required. The site will provide 73 total parking spaces.

Landscaping/Streetscape:

The site meets the minimum required number of plantings within the Highway 141 Corridor District. Landscaping is provided along NE Telkay Lane, E 1st Street, private Menard's drive, within parking islands throughout the site and to shield the transformers from view.

Utilities:

A 6" sanitary sewer service will connect to the existing 8" sanitary sewer on the north side of the site and a grease interceptor will be provided for each site.

A 6" water service will be constructed to the buildings and connect to the existing 10" water main along NE Telkay Lane. Each buildings is proposed to be fitted with a fire suppression system and therefore FDCs and appropriate hydrant coverage has been provided.

Storm sewer onsite will run north and west to the existing regional detention basin located northwest of the site.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for Freddy's and Panera 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

~~October 5, 2021~~

~~November 18, 2021~~

December 1, 2021

Bishop Engineering

Attn: Joel Jackson

3501 104th Street

Des Moines, IA 50322

RE: Freddy's/Panera Site Plan

Dear Project Contact:

The Development Services Department is in receipt of a proposed Site Plan for the Freddy's and Panera. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. Provide construction easement for east driveway connection to Destination Market Plat 5 Lot 2. **Please provide.**
2. Since Lot 1 does not provide the minimum number of parking spaces on its own, please provide a Declaration for shared parking with final plat. **Please provide.**
3. ~~Provide dumpster enclosure details. Provide dumpster enclosure detail for Panera.~~
4. Is there a flag pole proposed on site? The site details for Freddy's include flag pole lights but there doesn't appear to be a flag pole on the site plan. Please confirm. **Please provide a flag pole detail and include the pole height. The pole needs to be setback at least the height of the pole from all property lines. Please label the setback.**

C0.1:

1. ~~Update addresses.~~
 - a. ~~Lot 1 2103 E 1st St~~ **Revise to 1st St**
 - b. ~~Lot 2 2151 E 1st St~~
2. ~~Revise City standard note 1.f to obtain knox box at City Hall.~~ www.knoxbox.com rather than

- ~~3. Provide construction schedule.~~
- ~~4. Add Highway 141 Mixed Use Development Corridor District Zone 1 to the zoning.~~
- ~~5. Add maximum building height to zoning. Revise to 45'~~
- ~~6. Update required open space percentage to 20%.~~

C0.2:

- ~~1. Grind curb for SUDAS Type A driveway connection at north entrance.~~

C2.1:

- ~~1. Label width of east driveway.~~
- ~~2. No more than 12 parking spaces are permitted in a row without a landscape island.~~

C3.1:

- ~~1. Adjust ramp grade along the west property line. 8.4% is too steep.~~
- ~~2. Add cross slope for the ramps south of the Panera drive thru.~~
- ~~3. For the ADA parking stalls, label the slope and cross slope.~~
- ~~4. Label the cross slope of the ramps leading to the ADA parking stalls.~~
- ~~5. For the ramp on the north side of Freddy's, please label the ramp slope and cross slopes.~~
- ~~6. Provide truncated domes on the ramps at the two driveway entrances.~~
- ~~7. Provide stop sign locations at the entrance driveways into the site.~~

C4.1:

- ~~2. Existing sanitary MH in driveway will need three piece casting with adjusting mechanism and chimney shrink sleeves.~~
- ~~3. Sanitary services to 6" diameter.~~

- ~~4. Who is responsible for the sanitary sewer from main to MH 33 and 34?~~
- ~~5. Verify proposed 15" RCP will fit into existing storm intake. How will flow from proposed 15" be directed through invert entering existing structure against the flow? Provide flowline information on existing structure. Label the existing flowline elevation to the west (out).~~
- ~~6. Provide valve on domestic and fire lines 5' +/- from building on each building.~~
- ~~7. Label 150' linear hydrant coverage along the route of travel for the fire trucks. Routes cannot be obstructed by parking, landscaping, etc. Please see the attached PDF from the fire marshal showing the suggested hydrant locations. The current locations do not provide coverage for the south sides of the buildings and are obstructed by parking.~~
8. Label FDC and knox box locations. The FDCs are blocked by parking. Please move to an unobstructed location within 100' for a hydrant. Could they be moved to be placed in front of the ADA van loading areas? Staff would also accept remote FDC locations.
- ~~9. Hydrant in the median can't be blocked by parking.~~
- ~~10. Add note to utilize three piece casting for existing storm MH located in the north driveway.~~
11. Because the lot will be split, the utility layout will need to be adjusted. With the current set up, the sanitary and water would need to be 8" public mains with construction drawings prepared. Our preference would be to have a separate private sanitary and water service for both lots. We apologize for the late catch. Please let me know if you have any questions.

C5.1:

- ~~1. Update required open space square footage. A minimum of 20% open space is required for each lot.~~
- ~~2. Update required open space plantings per the 20% open space requirement.~~
- ~~3. Provide shrub calculations per 165A.16.3 and 165A.16.9.~~
- ~~4. Provide ROW landscape buffer planting calculations.~~
- ~~5. Please revise Note 13 to require City authorization for landscape planting changes.~~

- ~~6. Please provide shrubs along the north parking spaces to shield headlights from the street.~~

Architecture (Freddy's):

- ~~1. Provide building material percentages (excluding windows and doors). A minimum of 75% of each façade is required to be primary material. EIFs is not considered primary material. Please see Zone 1 architecture requirements in Section 165A.24 for reference.~~
- ~~2. Provide glazing percentages. The south façade is required to have 20% glazing. Please revise.~~
- ~~3. Provide list of 5 treatments demonstrated on the elevations per 165A.24 (page 15).~~
- ~~4. Update the direction labels of the building faces to match the site plan (north, south, east, west).~~
- ~~5. Label the red LED strip on the elevations.~~
- ~~6. Is the LED strip proposed to changes colors or flash?~~
- ~~7. Any roof mounted equipment will need to be screened from view. Provide screening details for units that will be visible.~~
- ~~8. Provide height dimensions.~~
- ~~9. All signs will be reviewed under separate sign permit.~~

Architecture (Panera):

- ~~1. Provide building material percentages (excluding windows and doors).~~
- ~~2. Provide glazing percentages.~~
- ~~3. Provide material details for roof top equipment screening.~~
- ~~4. Provide listing of 5 treatments demonstrated on the elevations per 165A.24 (page 15).~~
- ~~5. Provide height dimensions.~~

- ~~6. Are the three signs on the parking field elevation window signs? If so, they will need to be applied to the inside of the windows or will be limited to 10% if applied to the exterior of the window.~~
- ~~7. The Panera logo on the north side of the building will not be permitted. Painted building signs are not permitted.~~
- ~~8. All signs will be reviewed under a separate sign permit.~~
- ~~9. Add N1 to the keyed notes.~~
- ~~10. Where is light fixture N proposed? Under the canopies?~~

- ~~1. Provide lighting cut sheets for building and parking lot lights. Please highlight the lighting specs chosen for each fixture on the Panera cut sheets.~~
- ~~2. Please provide all lighting details to be presented at P&Z and Council. Any lighting not presented will need to go back to P&Z/Council for approval.~~

1. Provide final SWPPP and NPDES permit.

- ~~1. Storm Sewer Design Spreadsheet. Update pipe slopes and sizes to match plans.~~

- ~~1. Sheet C4.1: Provide pipe size of existing storm sewer to the north of structure #5. Provide existing invert elevations on existing intake north of structure #4.~~

SITE PLAN SUBMITTAL SCHEDULE:

COUNCIL MEETING:

November 23, 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

FREDDY'S & PANERA - GRIMES

SITE PLAN/PRELIMINARY PLAT

PROPERTY DESCRIPTION:
(FROM TITLE OPINION)
LOT 3 IN MENARDS AT DESTINATION MARKET PLAT 1, AN
OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART
OF THE CITY OF GRIMES, POLK COUNTY, IOWA

ADDRESS:
LOT 1 - 2103 E 1ST STREET
LOT 2 - 2151 E 1ST STREET
GRIMES, IOWA 50111

OWNER:
MENARD INC
5101 MENARD DR
EAU CLAIRE, WISCONSIN 54703-9604

PREPARED FOR:
MLY REAL ESTATE INC.
STEVEN YOUNG

ZONING:
INFORMATION OBTAINED FROM
GRIMESIOWA.GOV
ZONED: C-2 COMMERCIAL DISTRICT AND HIGHWAY 141
MIXED USE DEVELOPMENT CORRIDOR DISTRICT ZONE 1
SETBACKS:
FRONT: 25 FEET
SIDE: NONE
REAR: 25 FEET
MAXIMUM BUILDING HEIGHT: 45 FEET
FOR AN OFFICIAL ZONING REPORT PLEASE CALL CITY OF
GRIMES AT 515.986.3036

PARKING REQUIREMENTS:
LOT 1 (PANERA): (10 PER 1000SF OF GFA + 1 PER 100SF
PATIO AREA OVER 300 SF)
STALLS PROVIDED: 33 STALLS (INCL. 2 HC STALLS)
STALLS REQUIRED: $(\frac{1000}{1000}) \cdot 10 + (\frac{1000}{1000}) = 36$ W/ 400SF PATIO

LOT 2 (FREDDY'S): (10 PER 1000SF OF GFA + 1 PER 100SF
PATIO AREA OVER 300 SF)
STALLS PROVIDED: 40 STALLS (INCL. 2 HC STALLS)
STALLS REQUIRED: $(\frac{1000}{1000}) \cdot 10 + (\frac{1000}{1000}) = 35$ STALLS W/ 600SF
PATIO

TOTAL PARKING BOTH LOTS COMBINED:
REQUIRED: 36 + 35 = 71 STALLS
PROVIDED: 32 + 39 = 71 STALLS

OPEN SPACE REQUIREMENTS:
LOT 1 (PANERA):
SITE AREA: 50,508 SF (1.16 AC)
OPEN SPACE: 10,848 SF (28.6%)
REQUIRED: 20%

LOT 2 (FREDDY'S):
SITE AREA: 43,663 SF (1.00 AC)
OPEN SPACE: 10,089 SF (23.10%)
REQUIRED: 20%

IMPERVIOUS SURFACE:
LOT 1 (PANERA):
SITE AREA: 50,508 SF (1.16 AC)
IMPERVIOUS AREA: 39,660 SF
ALLOWABLE: 90% (45,450 SF)

LOT 2 (FREDDY'S):
SITE AREA: 43,663 SF (1.0 AC)
IMPERVIOUS AREA: 33,574 SF
ALLOWABLE: 90% (39,236 SF)

BENCHMARK:
BENCHMARK DATUM = CITY DATUM OR NAVD88, GEOID 12A

POINT #9004
NORTHING = 615591.84
EASTING = 1568441.19
ELEVATION = 984.28
DESCRIPTION: BURY BOLT

POINT #9000
NORTHING = 615464.88
EASTING = 1568456.37
ELEVATION = 983.74
DESCRIPTION: ¾" IRON PIPE W/ RED PLASTIC CAP

CONSTRUCTION SCHEDULE:
GRADING - NOV 15, 2021
UTILITIES - MARCH 1, 2021
OPENING - JUNE 1, 2021

UTILITY MAPS PROVIDED BY:
1. ELECTRIC (MIDAM / 515.252.6972)
2. FIBER OPTIC (CENTURYLINK (LUMEN) / 919.547.0147)
3. FIBER OPTIC (IOWA COMMUNICATION NETWORK / 800.572.3940)
4. GAS (BLACK HILLS ENERGY / 515.343.2037)
5. WATER (CITY OF GRIMES / AWOOD@USWATERCORP.NET)



UTILITY NOTE:
THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY, EXISTING PUBLIC
RECORDS, AND PLANS PROVIDED BY OTHERS. SURFACE UTILITY LOCATIONS HAVE BEEN FIELD LOCATED BY BISHOP
ENGINEERING, UNLESS OTHERWISE NOTED. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS
ONLY. BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL
BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES SHOWN
AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT, A REQUEST WAS MADE
TO IOWA ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.

GENERAL NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATIONS AND ANY AND ALL CITY/COUNTY SUPPLEMENTAL SPECIFICATIONS. THE CITY OF GRIMES MUST BE NOTIFIED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK.
- IN EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
- ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
- BISHOP ENGINEERING SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
- THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
- THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCHEDULE FOR PERFORMANCE OF WORK ITEMS. THIS SCHEDULE SHALL BE PROVIDED BY THE CONTRACTOR AT THE PROJECT PRECONSTRUCTION CONFERENCE. NO WORK SHALL BEGIN UNTIL A SCHEDULE HAS BEEN SUBMITTED AND ACCEPTED. THE CONTRACTOR SHALL THEN PERFORM WORK TO CONFORM TO THE ACCEPTED SCHEDULE.
- LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- SOIL IMPORT OR EXPORT ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
- THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
- THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNERS REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF GRIMES.
- GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.
- THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED UNTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
- DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.

PAVING NOTES:

- THE PAVING/ GRADING CONTRACTOR SHALL BACKFILL THE PAVING SLAB AND FINE GRADE THE RIGHT OF WAY AS SOON AFTER THE PAVING AS POSSIBLE. ALL AREAS SHALL BE SEEDED IN ACCORDANCE WITH CITY OF GRIMES STANDARD SPECIFICATIONS AND THE CURRENT VERSION OF SUDAS.
- SUBGRADE PREPARATION AND PAVEMENTS WILL BE CONSTRUCTED FOLLOWING RECOMMENDATIONS IN THE SOILS REPORT. APPROVED SOILS ENGINEER MUST SIGN OFF ON SUBBASE PRIOR TO ANY PAVEMENT BEING PLACED.
- SEE DETAILS FOR ALL PAVEMENT THICKNESS.
- ALL PEDESTRIAN WALKWAYS THAT UNLOAD INTO A VEHICLES TRAVELED PATH MUST HAVE A.D.A. DETECTABLE WARNING PANEL(S) AS PER A.D.A. REGULATIONS. PANEL TYPE & COLOR SHALL BE PER CITY STANDARD.
- ALL WALKS, PARKING LOTS, HANDICAP PARKING, RAMPS, ETC. SHALL COMPLY WITH ALL A.D.A. AND CITY CODES. HANDICAP PARKING SIGNAGE IS REQUIRED FOR ALL HANDICAP STALLS AND SHALL BE CONSIDERED INCIDENTAL. IN EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE A.D.A./CITY CODES THE A.D.A./CITY CODES SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING A.D.A. CODES ARE MET.

UTILITY NOTES:

- QUANTITY CALLOUTS ON PIPE LENGTHS ARE APPROXIMATE AND SHOULD BE USED FOR REFERENCE ONLY.
- THE CONTRACTOR SHALL PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION AND ALL COSTS ASSOCIATED WITH AS-BUILT TOPO OF DETENTION POND & DETENTION POND STORM SEWER. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING BISHOP ENGINEERING (DAVID BENTZ AT 515-276-0467) TO PERFORM SAID AS-BUILT SURVEY. IF DETENTION PONDS HAVE BEEN GRADED INCORRECTLY, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBSEQUENT AS-BUILT TOPO SURVEYS UNTIL ISSUES HAVE BEEN RECTIFIED.
- THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN ACCORDANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
- ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE.
- ALL PROPOSED RCP STORM SEWER PIPE JOINTS SHALL BE FABRIC WRAPPED AND THE LAST 3 PIPE SECTIONS ON THE APRON SHALL BE TIED WITH RF-14 TYPE II CONNECTORS. ALL APRONS SHALL HAVE A STANDARD FOOTING AND TRASH GUARD.
- ALL RIP RAP CALLED OUT ON PLANS SHALL BE UNDERLAIN WITH ENGINEERING FABRIC.
- SANITARY SEWER SERVICE CONNECTIONS SHALL BE PLACED AT A SLOPE OF NO LESS THAN 2%. SERVICES SHALL MAINTAIN 18" OF VERTICAL SEPARATION FROM THE WATERMAIN WITH 18" OF COMPACTED LOW PERMEABILITY SOIL BETWEEN THE UTILITIES WITHIN 10' OF THE CROSSING.
- MANDREL AND PRESSURE TESTS SHALL BE REQUIRED FOR ALL PROPOSED SANITARY LINES. TELEVISIONING OF THE SANITARY SEWER SYSTEM SHALL BE COMPLETED PRIOR TO PAVING UNLESS OTHERWISE APPROVED BY JURISDICTION.
- WATERMAINS SHALL BE C-900. SIZE OF WATERMAIN AS SHOWN ON PLANS.
- THRUST BLOCKS SHALL BE INSTALLED AS REQUIRED AND SHALL BE CONSIDERED INCIDENTAL TO WATERMAIN CONSTRUCTION.
- PROPOSED WATERMAIN SHALL BE PRESSURE TESTED, BACTERIA TESTED AND CHLORINATED. THE FILLING OF THE WATER MAIN SHALL BE DONE BY THE CITY OF GRIMES.
- TRACER WIRE SHALL BE ADDED TO ALL WATER MAIN, AND BROUGHT TO THE SURFACE AT EVERY HYDRANT.
- ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
- THE MINIMUM HYDRANT LEAD SHALL BE 3.5 FEET.

UTILITY CONFLICT NOTES:

- UTILITY CONFLICTS MAY EXIST ACROSS THE SITE WITH NEW UTILITIES, GRADING, PAVING ETC. MOST UTILITY CONFLICTS HAVE BEEN CALLED OUT FOR CONTRACTOR CONVENIENCE.
- CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICTS THAT ARE EITHER CALLED OUT ON THE PLANS OR THAT CAN BE SEEN ON THE PLANS BETWEEN AN EXISTING UTILITY AND PROPOSED CONSTRUCTION

WETLAND NOTES:

- BISHOP ENGINEERING DOES NOT PERFORM WETLAND STUDIES OR WETLAND MITIGATION. IT IS THE OWNER'S RESPONSIBILITY TO DETERMINE IF ANY WETLANDS ARE LOCATED ON THE PROJECT SITE AND PERFORM ANY NECESSARY MITIGATION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

SURVEY NOTES:

- SURVEY WORK WAS COMPLETED BY BISHOP ENGINEERING ON 8-14-2021. SEE SITE SURVEY PROVIDED AS PART OF THIS SET OF PLANS FOR EXISTING SITE CONDITIONS AND BOUNDARY INFORMATION.

CITY OF GRIMES STANDARD NOTES:

1. GENERAL NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS.
- A PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING. CONTACT CITY OF GRIMES ENGINEERING DEPT. (515.986.4050).
- ALL PERMITS (IDNR, SWP, IDOT, ARMY CORP., ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
- THE DEVELOPER AND/OR CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE CITY OF GRIMES WITH RECORD DRAWINGS OF ALL IMPROVEMENTS AS PER CITY STANDARD PROCEDURES.
- TYPICAL BUILDING SERVICE LAYOUT TO REFLECT THE CITY'S SERVICE ORDER FROM LEFT TO RIGHT FACING THE LOT, SANITARY, WATER, SUMP
- A KNOX BOX IS REQUIRED BY THE FIRE DEPARTMENT AND SHALL BE OBTAINED AT WWW.KNOXBOX.COM.
- ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHT-OF-WAYS.
- PROVIDE A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS

2. SANITARY SEWER NOTES:

- THE CONTRACTOR IS REQUIRED TO PLACE A TEMPORARY PLUG IN THE EXISTING DOWNSTREAM SANITARY SEWER MANHOLE PRIOR TO THE START OF CONSTRUCTION. THE PLUG SHALL BE REMOVED FOLLOWING APPROVAL OF CONSTRUCTION BY THE CITY OF GRIMES.
- SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS (8" TO 15").
- SANITARY GRAVITY SERVICE PIPE MATERIAL SHALL BE PVC SDR 23.5 (4" TO 6").
- ALL SANITARY SEWER MANHOLES SHALL HAVE STEPS.
- ALL SANITARY SEWER MANHOLES CASTINGS SHALL BE SEALED WITH HEAT SHRINK SLEEVES.
- ALL SANITARY SEWER MANHOLE CASTINGS LOCATED WITHIN PAVEMENT SHALL BE TYPE B-PCC W/ADJUSTING MECHANISM.
- SANITARY SEWER TESTING, CLEANING & TELEVISIONING SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISIONING.

3. WATER MAIN NOTES:

- ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL-WATEROUS PACER WB-67-250, MUELLER SUPER CENTURION 250 (3-WAY A-423), OR CLOW MEDALLION F-2545. ALL HYDRANTS SHALL HAVE THE FOLLOWING: 6" MJ SHOE, 2-1/2" HOSE NOZZLE, 4-1/2" STEAMER NOZZLE, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
- ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
- A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
- ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
- WATER SERVICE SHALL BE 1-INCH MINIMUM TYPE K COPPER.
- PROPOSED WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED BY THE DEVELOPER. THE FILLING OF THE WATER MAIN SHALL BE DONE BY THE CITY OF GRIMES. THE BACTERIA TEST AND SUBMITAL OF TEST TO LAB SHALL BE DONE BY THE DEVELOPER AND RESULTS PROVIDED TO THE CITY OF GRIMES ENGINEERING DEPT. AND BY FAX TO US WATER AT 515-986-7300. IF THE TEST DOES NOT PASS, THE CONTRACTOR WILL BE REQUIRED TO PAY FOR ALL THE WATER USED TO REPEAT THE TEST.
- ALL WATERMAIN FITTINGS TO BE RESTRAINED JOINT, MEGA-LUG OR APPROVED EQUAL.

4. STORM SEWER NOTES:

- ALL STORM SEWER IN THE ROW SHALL BE RCP, UNLESS OTHERWISE APPROVED BY THE CITY.
- ALL FLARED END SECTIONS SHALL HAVE FOOTINGS AND APRON GRATES. THE LAST 3 PIPE SECTIONS AND THE FLARED END SECTION ON ALL CULVERTS SHALL BE TIED. ALL STORM SEWER JOINTS SHALL BE WRAPPED WITH ENGINEERING FABRIC.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY FIELD TILE DAMAGED DURING CONSTRUCTION. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES.
- STORM SEWER CLEANING & TELEVISIONING SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISIONING.
- USE O RING GASKETS ON STORM SEWERS CROSSING OVER WATERMAIN PER IDNR REQUIREMENT.



VICINITY MAP
SCALE: 1" = 1,000'

LEGEND:

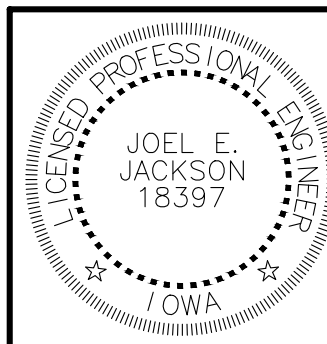
- SAN — SANITARY SEWER
- ST — STORM SEWER
- W — WATER LINE
- G — GAS LINE
- UE — UNDERGROUND ELECTRIC
- OE — OVERHEAD ELECTRIC
- TELE — TELEPHONE LINE
- FO — FIBER OPTIC
- CATV — CABLE TV
- SM — STORM MANHOLE
- CI — CURB INTAKE
- SI — SURFACE INTAKE
- FE — FLARED END SECTION
- SMH — SANITARY MANHOLE
- CO — CLEANOUT
- FH — FIRE HYDRANT
- SP — SPRINKLER
- ICV — IRRIGATION CONTROL VALVE
- WMH — WATER MANHOLE
- W — WELL
- WV — WATER VALVE
- WSH — WATER SHUT OFF
- YH — YARD HYDRANT
- EMH — ELECTRIC MANHOLE
- EM — ELECTRIC METER
- ER — ELECTRIC RISER
- EV — ELECTRIC VAULT
- PP — POWER POLE
- TPP — TRANSFORMER POLE
- LP — LIGHT POLE
- EJC — ELECTRIC JUNCTION BOX
- EP — ELECTRIC PANEL
- TR — TRANSFORMER
- GL — GROUND LIGHT
- GW — GUY WIRE
- EHH — ELECTRIC HANDHOLE
- GM — GAS METER
- GV — GAS VALVE
- ACU — AIR CONDITIONING UNIT
- TRR — TELEPHONE RISER
- TMV — TELEPHONE VAULT
- TMH — TELEPHONE MANHOLE
- TSM — TRAFFIC SIGNAL MANHOLE
- FOM — FIBER OPTIC MANHOLE
- FOR — FIBER OPTIC RISER
- FVV — FIBER OPTIC VAULT
- CTVR — CABLE TV RISER
- S — SIGN
- B — BOLLARD
- 7 — DENOTES NUMBER OF PARKING STALLS
- PC — PROPERTY CORNER - FOUND AS NOTED
- PPC — PROPERTY CORNER- PLACED AS NOTED
- SC — SECTION CORNER - FOUND AS NOTED

ABBREVIATIONS:

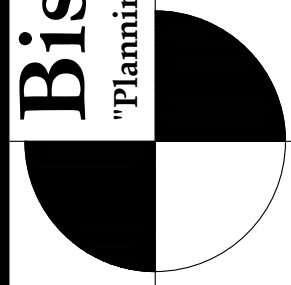
- AC ACRES
- ASPH ASPHALT
- BK BOOK
- CONC CONCRETE
- D DEEDED DISTANCE
- EX EXISTING
- ENCL ENCLOSURE
- FF FINISHED FLOOR
- FL FLOW LINE
- FRAC FRACTIONAL
- M MEASURED DISTANCE
- MH MANHOLE
- OPC ORANGE PLASTIC CAP
- P PAGE
- PG PLATTED
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PRA PREVIOUSLY RECORDED AS
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- RPC RED PLASTIC CAP
- SF SQUARE FEET
- SAN SANITARY
- TYP TYPICAL
- YPC YELLOW PLASTIC CAP
- N NORTH
- S SOUTH
- E EAST
- W WEST

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: _____ DATE: _____
JOEL E. JACKSON, P.E. 18397
LICENSE RENEWAL DATE: DEC. 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL: C0.1 - C7.1



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"Planning Your Successful Development"



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Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0217

Civil Engineering & Land Surveying Established 1959

FREDDY'S & PANERA
GRIMES, IOWA

COVER SHEET

REFERENCE NUMBER:

DRAWN BY:
DRL

CHECKED BY:

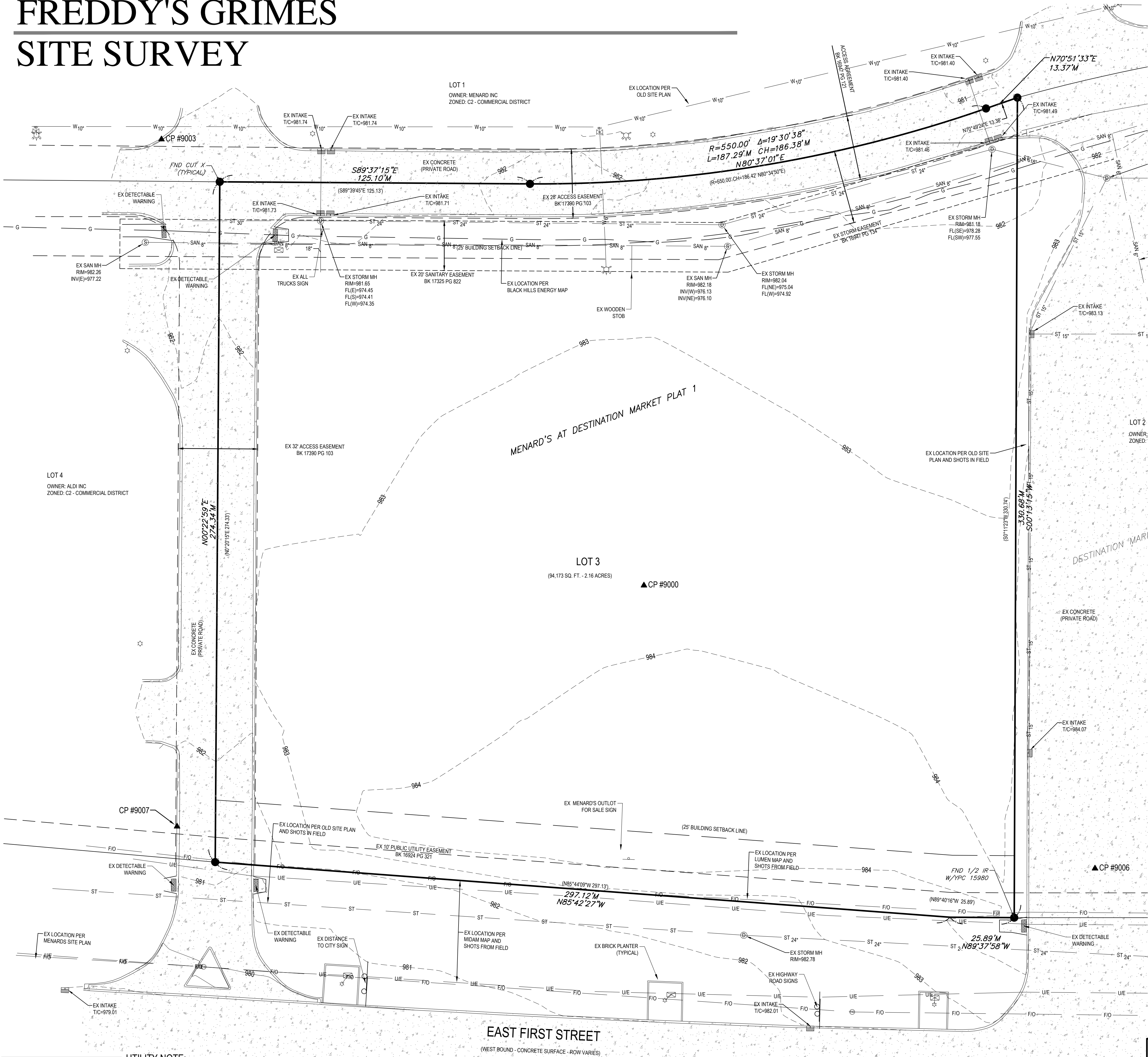
REVISION DATE:
9/27/2021 - 1ST SUBMITTAL
11/8/2021 - 2ND SUBMITTAL
11/29/21 - 3RD SUBMITTAL

PROJECT NUMBER:
210343

SHEET NUMBER:

C0.1

FREDDY'S GRIMES
SITE SURVEY



VICINITY MAP
SCALE: NOT TO SCALE

LEGEND:

- SAN — SANITARY SEWER
- ST — STORM SEWER
- W — WATER LINE
- G — GAS LINE
- U-E — UNDERGROUND ELECTRIC
- O-E — OVERHEAD ELECTRIC
- TELE — TELEPHONE LINE
- F/O — FIBER OPTIC
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- ① — STORM MANHOLE
- ② — CURB INTAKE
- ③ — SURFACE INTAKE
- ④ — FLARED END SECTION
- ⑤ — SANITARY MANHOLE
- ⑥ — CLEANOUT
- ⑦ — FIRE HYDRANT
- ⑧ — SPRINKLER
- ⑨ — IRRIGATION CONTROL VALVE
- ⑩ — WATER MANHOLE
- ⑪ — WELL
- ⑫ — WATER VALVE
- ⑬ — WATER SHUT OFF
- ⑭ — YARD HYDRANT
- ⑮ — ELECTRIC MANHOLE
- ⑯ — ELECTRIC METER
- ⑰ — ELECTRIC RISER
- ⑱ — ELECTRIC VAULT
- ⑲ — POWER POLE
- ⑳ — TRANSFORMER POLE
- ㉑ — LIGHT POLE
- ㉒ — ELECTRIC JUNCTION BOX
- ㉓ — ELECTRIC PANEL
- ㉔ — TRANSFORMER
- ㉕ — GROUND LIGHT
- ㉖ — GUY WIRE
- ㉗ — ELECTRIC HANDHOLE
- ㉘ — GAS METER
- ㉙ — GAS VALVE
- ㉚ — AIR CONDITIONING UNIT
- ㉛ — TELEPHONE RISER
- ㉜ — TELEPHONE VAULT
- ㉝ — TELEPHONE MANHOLE
- ㉞ — TRAFFIC SIGNAL MANHOLE
- ㉟ — FIBER OPTIC MANHOLE
- ㊱ — FIBER OPTIC RISER
- ㊲ — FIBER OPTIC VAULT
- ㊳ — CABLE TV RISER
- ㊴ — SIGN
- — BOLLARDS
- ⑦ — DENOTES NUMBER OF PARKING STALLS
- — PROPERTY CORNER - FOUND AS NOTED
- — PROPERTY CORNER - PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID # 26776 OR AS NOTED
- ⊙ — SECTION CORNER - FOUND AS NOTED
- ▲ — SITE CONTROL POINT - MONUMENT AS NOTED

PROPERTY DESCRIPTION:

(FROM TITLE OPINION)
LOT 3 IN MENARDS AT DESTINATION MARKET PLAT 1, AN
OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF
THE CITY OF GRIMES, POLK COUNTY, IOWA

ADDRESS:

2125 EAST 1ST STREET
GRIMES, IOWA 50111

OWNER:

MENARD INC
5101 MENARD DR
EAU CLAIRE, WISCONSIN 54703-9604

PREPARED FOR:

MLY REAL ESTATE INC.
STEVEN YOUNG

ZONING:

INFORMATION OBTAINED FROM
GRIMESIOWA.GOV
ZONED: COMMERCIAL DISTRICT
SETBACKS:

FRONT: 25 FEET
SIDE: NONE
REAR: 25 FEET

FOR AN OFFICIAL ZONING REPORT PLEASE CALL CITY OF
GRIMES AT 515.986.3036

SITE CONTROL AND BENCHMARKS:

BASIS OF BEARING OBTAINED FROM GPS OBSERVATIONS
DATUM = NAD 83, IOWA SOUTH
BENCHMARK DATUM = CITY DATUM OR NAVD88, GEOID 12A)

POINT #9004

NORTHING = 615591.84
EASTING = 1566441.19
ELEVATION = 984.28
DESCRIPTION: BURY BOLT

POINT # 9000

NORTHING = 615464.88
EASTING = 1566456.37
ELEVATION = 983.74
DESCRIPTION: 3/4" IRON PIPE W/ RED PLASTIC CAP

ABBREVIATIONS:

AC ACRES
ASPH ASPHALT
BK BOOK
CONC CONCRETE
D DEEDED DISTANCE
EX EXISTING
ENCL ENCLOSURE
FF FINISHED FLOOR
FL FLOW LINE
FRAC FRACTIONAL
M MEASURED DISTANCE
MH MANHOLE
OPC ORANGE PLASTIC CAP
P PLATTED DISTANCE
PG PAGE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PRA PREVIOUSLY RECORDED AS
PUE PUBLIC UTILITY EASEMENT
ROW RIGHT OF WAY
RPC RED PLASTIC CAP
SF SQUARE FEET
SAN SANITARY
TYP TYPICAL
YPC YELLOW PLASTIC CAP
N NORTH
S SOUTH
E EAST
W WEST

NOTES:

- ADJACENT PROPERTY OWNER INFORMATION OBTAINED
FROM POLK COUNTY ASSESSORS WEB PAGE
- PARENTHESES () DENOTES PREVIOUSLY RECORDED
BEARINGS AND DISTANCES



UTILITY NOTE:

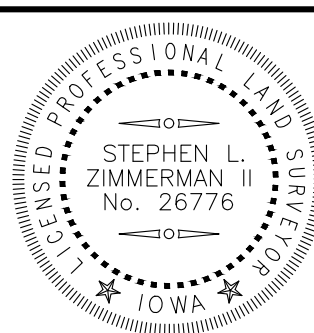
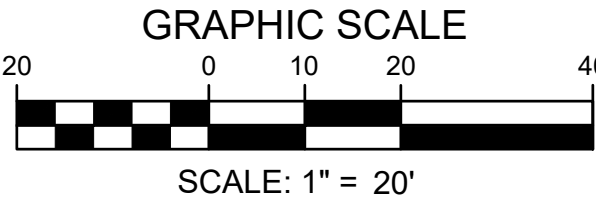
THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY. EXISTING PUBLIC
RECORDS, AND PLANS PROVIDED BY OTHERS. SURFACE UTILITY LOCATIONS HAVE BEEN FIELD LOCATED BY BISHOP
ENGINEERING, UNLESS OTHERWISE NOTED. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS
ONLY. BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL
BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES SHOWN
AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT. A REQUEST WAS MADE
TO IOWA ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.

UTILITY MAPS PROVIDED BY:

- ELECTRIC (MIDAM / 515.252.6972)
- FIBER OPTIC (CENTURYLINK (LUMEN) / 918.547.0147)
- FIBER OPTIC (IOWA COMMUNICATION NETWORK / 800.572.3940)
- GAS (BLACK HILLS ENERGY / 515.343.2037)
- WATER (CITY OF GRIMES / AWOOD@USWATERCORP.NET)

FIELD WORK COMPLETED ON: 8-14-2021

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I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED
AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY
DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED
PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: STEPHEN L. ZIMMERMAN II, P.L.S. 26776 DATE:

LICENSE RENEWAL DATE: DEC. 31, 2022 C0.2
PAGES OR SHEETS COVERED BY THIS SEAL:

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"Planning Your Successful Development"

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Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

2125 EAST 1ST STREET
GRIMES, IOWA

SITE SURVEY

REFERENCE NUMBER:

DRAWN BY:

MDH

CHECKED BY:

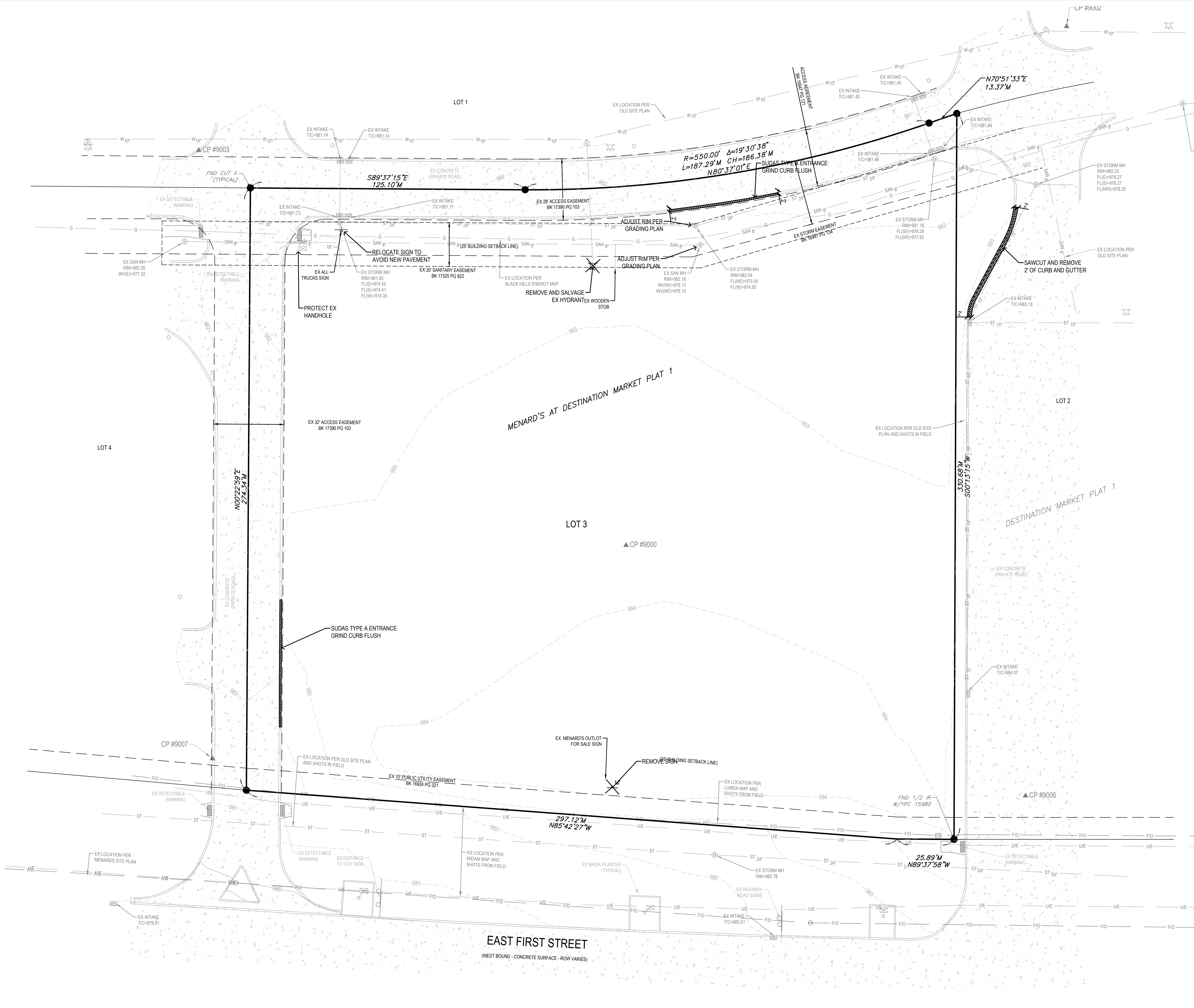
REVISION DATE:

PROJECT NUMBER:

210343

SHEET NUMBER:

C0.2



- DEMO NOTES:
1. SAWCUT & REMOVE ALL PAVEMENT TO FULL DEPTH OF SLAB.
 2. PROTECT ALL TREES NOT CALLED OUT FOR REMOVAL WITH ORANGE CONSTRUCTION FENCE AT THE DRIP LINE.
 3. PAVEMENT STRIPING CALLED OUT FOR REMOVAL SHALL BE SANDBLASTED. NO GRINDING WILL BE ALLOWED.

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FREDDY'S & PANERA
GRIMES, IOWA

DEMO PLAN

REFERENCE NUMBER:

DRAWN BY:

DRL

CHECKED BY:

REVISION DATE:

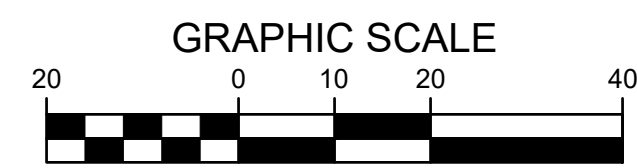
9/27/2021 - 1ST SUBMITTAL
11/8/2021 - 2ND SUBMITTAL
11/29/21 - 3RD SUBMITTAL

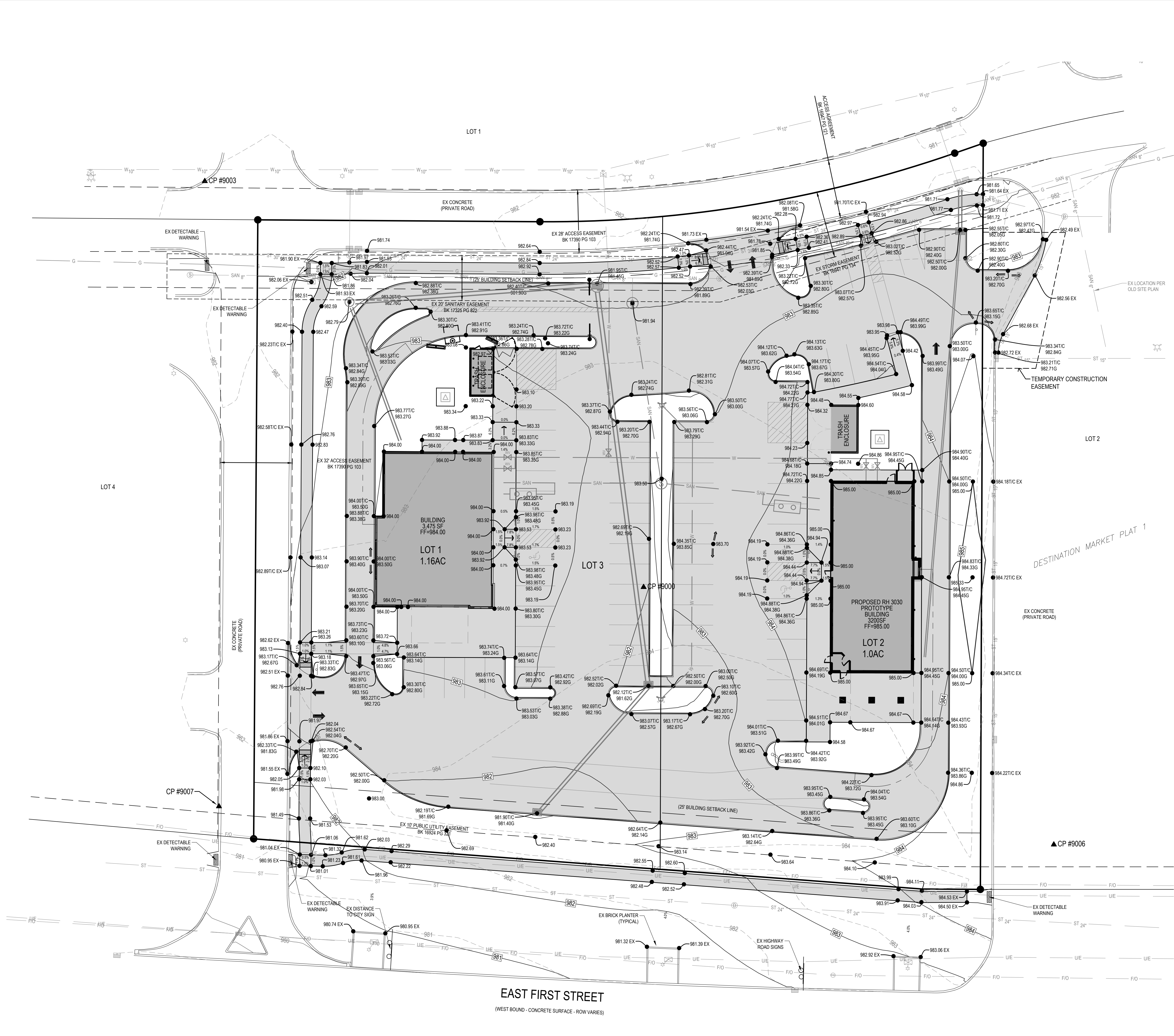
PROJECT NUMBER:

210343

SHEET NUMBER:

C1.1





TOPSOIL NOTES:

1. STRIP AND STOCKPILE THE TOP 8" OF SOIL ON ALL DISTURBED AREAS.
2. RESPREAD TOPSOIL TO A MINIMUM DEPTH OF 8" ON ALL GREEN (NON PAVED) AREAS. IMPORT TOPSOIL AS NECESSARY TO ACHIEVE A MINIMUM DEPTH OF 8".
3. TOPSOIL SHALL BE FREE OF ALL ROCK AND DEBRIS LARGER THAN 3/4" IN SIZE.
4. TOPSOIL IS DEFINED AS: FERTILE, FRIABLE LOAM, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FROM WELL DRAINED SITE FREE FROM FLOODING, IN FROZEN OR MUDDY CONDITIONS; REASONABLE FREE FROM SUBSOIL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES LARGER THAN 3/4 INCH IN DIAMETER, FOREIGN MATTER; ACIDITY RANGE (PH) OF 5.5 TO 7.5; CONTAINING MINIMUM PERCENT AND MAXIMUM 20 PERCENT ORGANIC MATTER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.

GRADING LEGEND:

- | | | |
|---------------------------|-----|-----------|
| EXISTING CONTOUR | --- | 150 |
| PROPOSED CONTOUR | --- | 150 |
| FINISHED GROUND ELEVATION | ● | 150.50 |
| TOP OF CURB ELEVATION | ● | 150.50T/C |
| GUTTER ELEVATION | ● | 150.50G |
| TOP OF WALL ELEVATION | ● | 150.50T/W |
| BOTTOM OF WALL ELEVATION | ● | 150.50B/W |
| EDGE OF WALK ELEVATION | ● | 150.50E/W |
| TOP OF STAIR ELEVATION | ● | 150.50T/S |
| BOTTOM OF STAIR ELEVATION | ● | 150.50B/S |

NOTE: WALL ELEVATIONS SHOWN ON PLAN ARE FINISHED GROUND GRADES AT THE TOP AND BOTTOM OF THE WALL.

GRAPHIC SCALE



FREDDY'S & PANERA
GRIMES, IOWA

REFERENCE NUMBER:

DRAWN BY:
DRL

CHECKED BY:

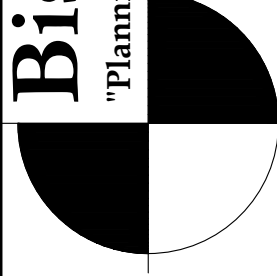
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PROJECT NUMBER:
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SHEET NUMBER:

C3.1

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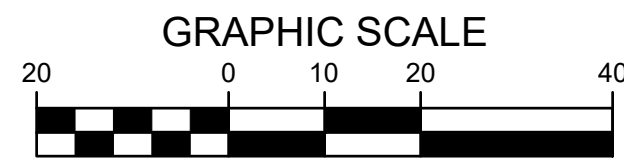


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GRADING PLAN



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UTILITY PLAN

REFERENCE NUMBER:
DRAWN BY: DRL
CHECKED BY:
REVISION DATE: 9/27/2021 - 1ST SUBMITTAL 11/8/2021 - 2ND SUBMITTAL 11/29/21 - 3RD SUBMITTAL
PROJECT NUMBER: 210343
SHEET NUMBER: C4.1

LANDSCAPE NOTES:

- ALL SODDING & LANDSCAPE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
- SOD ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE. SOD LIMITS SHOWN ON PLAN ARE FOR REFERENCE ONLY. FINAL LIMITS MAY CHANGE BASED ON CONSTRUCTION ACTIVITIES.
- STAKE SOD ON ALL SLOPES 3 : 1 OR GREATER.
- PLANT QUANTITIES ARE FOR CONTRACTORS CONVENIENCE, THE DRAWING SHALL PREVAIL IF A CONFLICT OCCURS.
- ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
- CONTRACTOR SHALL WARRANTY ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF INITIAL ACCEPTANCE.
- FOR WARRANTY PURPOSES, THE DATE OF INITIAL ACCEPTANCE SHALL BE SUBMITTED IN WRITING TO THE OWNER AND/OR OWNER'S REPRESENTATIVE AFTER ALL PLANT MATERIALS HAVE BEEN INSTALLED AND REVIEWED BY OWNER OR OWNER'S REPRESENTATIVE. PLANT MATERIALS WILL ONLY BE ACCEPTED IF THEY ARE IN AN ALIVE AND THRIVING CONDITION.
- CONDITIONAL ACCEPTANCE OF PLANT MATERIAL MAY BE GIVEN FOR PLANTS INSTALLED IN A DORMANT CONDITION WITH INITIAL ACCEPTANCE OCCURRING THE FOLLOWING SPRING ONCE THEY ARE SHOWN TO BE ALIVE AND THRIVING.
- IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE IDENTIFICATION TAGS AND CORDS ON ALL PLANT MATERIAL PRIOR TO THE COMPLETION OF THE CONTRACT. IDENTIFICATION TAGS (INCLUDING SIZING INFORMATION) MUST BE LEFT ON UNTIL AFTER ACCEPTANCE BY OWNER OR OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH AROUND ALL TREES, SHRUBS AND GROUND COVER BEDS TO A DEPTH OF 4 INCHES, UNLESS NOTED.
- STAKING AND GUYING OF TREES SHALL BE AT THE DISCRETION OF THE CONTRACTOR BASED ON CURRENT ACCEPTED NURSERY STANDARDS. GENERALLY, TREES IN LARGE OPEN AREAS SUBJECT O SIGNIFICANT WIND SHALL BE STAKED. STAKE AND WRAP TREES IMMEDIATELY AFTER PLANTING. CONTRACTOR SHALL ADJUST AND MAINTAIN GUYING TENSION THROUGHOUT THE PLANT ESTABLISHMENT PERIOD. REMOVE ALL STAKES AND GUY WIRES NO MORE THAN ONE YEAR AFTER INSTALLATION.
- THE LANDSCAPING CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITE WORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
- NO LANDSCAPE MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF THE LANDSCAPE ARCHITECT AND THE CITY OF GRIMES.
- ALL EDGING SHALL BE DURAEEDGE 3/16" STEEL EDGING - COLOR BLACK, OR APPROVED EQUAL..
- CONTRACTOR SHALL BE RESPONSIBLE MAINTAINING APPROPRIATE LEVEL OF WATERING FOR ALL NEW PLANTS FOR A PERIOD OF 30 DAYS.
- ALL SHRUB AND PERENNIAL PLANTING BEDS SHALL INCORPORATE TYPAR 3301 NONWOVEN LANDSCAPE FABRIC (OR SIMILAR) AND 3" THICK LAYER OF WASHED RIVER ROCK (1.5" NOMINAL SIZE).
- ALL BEDS TO RECEIVE GRANULAR PRE-EMERGENT WEED CONTROL BEFORE AND AFTER ROCK IS INSTALLED.

PLANTING SCHEDULE

CODE	QUAN	COMMON NAME	LATIN NAME	SIZE	ROOT	NOTES
OVERSTORY TREES						
OG	4	OCTOBER GLORY MAPLE	ACER RUBRUM 'OCTOBER GLORY'	2.0" CAL	B&B	MATCHED SPECIMENS
AH	4	AMERICAN HORNBEEAM	CARPINUS CAROLINIANA	2.0" CAL	B&B	MATCHED SPECIMENS
SH	2	SKYLINE HONEYLOCUST	GLEDTISIA TRICANTHOS 'INERMIS' 'SKYLINE'	2.0" CAL	B&B	MATCHED SPECIMENS
KC	7	KENT UCKY COFFEETREE	GYMNOLADUS DIOICUS	2.0" CAL	B&B	MATCHED SPECIMENS
CO	3	CHINKAPIN OAK	QUERCUS MUEHLENBERGII	2.0" CAL	B&B	MATCHED SPECIMENS
RO	3	RED OAK	QUERCUS RUBRA	2.0" CAL	B&B	MATCHED SPECIMENS
ORNAMENTAL TREES						
ER	7	EAST ERN REDBUD	CERCIS CANADENSIS	1.5" CAL	B&B	MATCHED SPECIMENS
PF	4	PRAIRIE FIRE CRABAPPLE	MALUS X PRAIRIE FIRE	1.5" CAL	B&B	MATCHED SPECIMENS
WA	3	WHITE ANGEL CRABAPPLE	MALUS X 'WHITE ANGEL'	1.5" CAL	B&B	MATCHED SPECIMENS
RS	4	ROYAL STAR MAGNOLIA	MAGNOLIA STELLATA 'ROYAL STAR'	1.5" CAL	B&B	MATCHED SPECIMENS
EVERGREEN TREES						
BH	6	BLACK HILLS SPRUCE	PICEA GLAUCOA DENSATA	6'	B&B	FULL FORM TO GROUND
SHRUBS						
EA	7	EMERALD ARBORVITAE	THUJA OCCIDENTALIS 'SMARAGD'	4'	B&B	FULL FORM - MATCHED
RL	33	REDLEAF BARBERRY	BERBERIS THUNBERGII 'ATROPURPUREA'	#5	CONT	FULL FORM - MATCHED
LD	37	LITTLE DEVIL NINEBARK	PHYSCARPUS OPULIFOLIUS 'LITTLE DEVIL'	#3	CONT	FULL FORM - MATCHED
GL	8	GROW LO SUMAC	RHUS AROMATICA 'GROW LOW'	#5	CONT	FULL FORM - MATCHED
KR	4	KNOCKOUT ROSE	ROSA X 'RAD RAZZ'	#5	CONT	FULL FORM - MATCHED
AW	123	ANTHONY WATERER SPIREA	SPIRAEA BUMALDA 'ANTHONY WATERER'	#5	CONT	FULL FORM - MATCHED
CV	4	COMPACT VIBURNUM	VIBURNUM TRILOBUM 'COMPACTA'	#5	CONT	FULL FORM - MATCHED
ORNAMENTAL GRASSES						
KF	30	KARL FOERSTER FEAT HER REED GRASS	CALAMAGROSIS ACUTIFLORA 'KARL FOERSTER'	#1	CONT	FULLY ROOTED IN CONTAINER
PV	11	SHENANDOAH SWIT CHGRASS	PANICUM VIRGATUM 'SHENANDOAH'	#1	CONT	FULLY ROOTED IN CONTAINER

SOD: PROVIDE AND INSTALL SOD FROM LOCAL SUPPLIERS. AREAS TO BE SODDED MUST BE FREE OF ALL CONSTRUCTION DEBRIS AND ANY DIRT CLUMPS OVER 1" IN DIAMETER. THOROUGHLY WATER SOD UPON INSTALLATION. CONTRACTOR TO MAINTAIN WATERING UNTIL SOD IS ESTABLISHED (ROOTS KNITTED INTO SUBSURFACE)

GENERAL LANDSCAPE REQUIREMENTS

LOT 1 (PANERA)	
SITE AREA	50,500 SF
OPEN SPACE PROVIDED	14,453 SF
OPEN SPACE REQUIRED (20%)	10,100 SF

LOT 2 (FREDDY'S)	
SITE AREA	43,593 SF
OPEN SPACE PROVIDED	12,088 SF
OPEN SPACE REQUIRED (20%)	8,720 SF

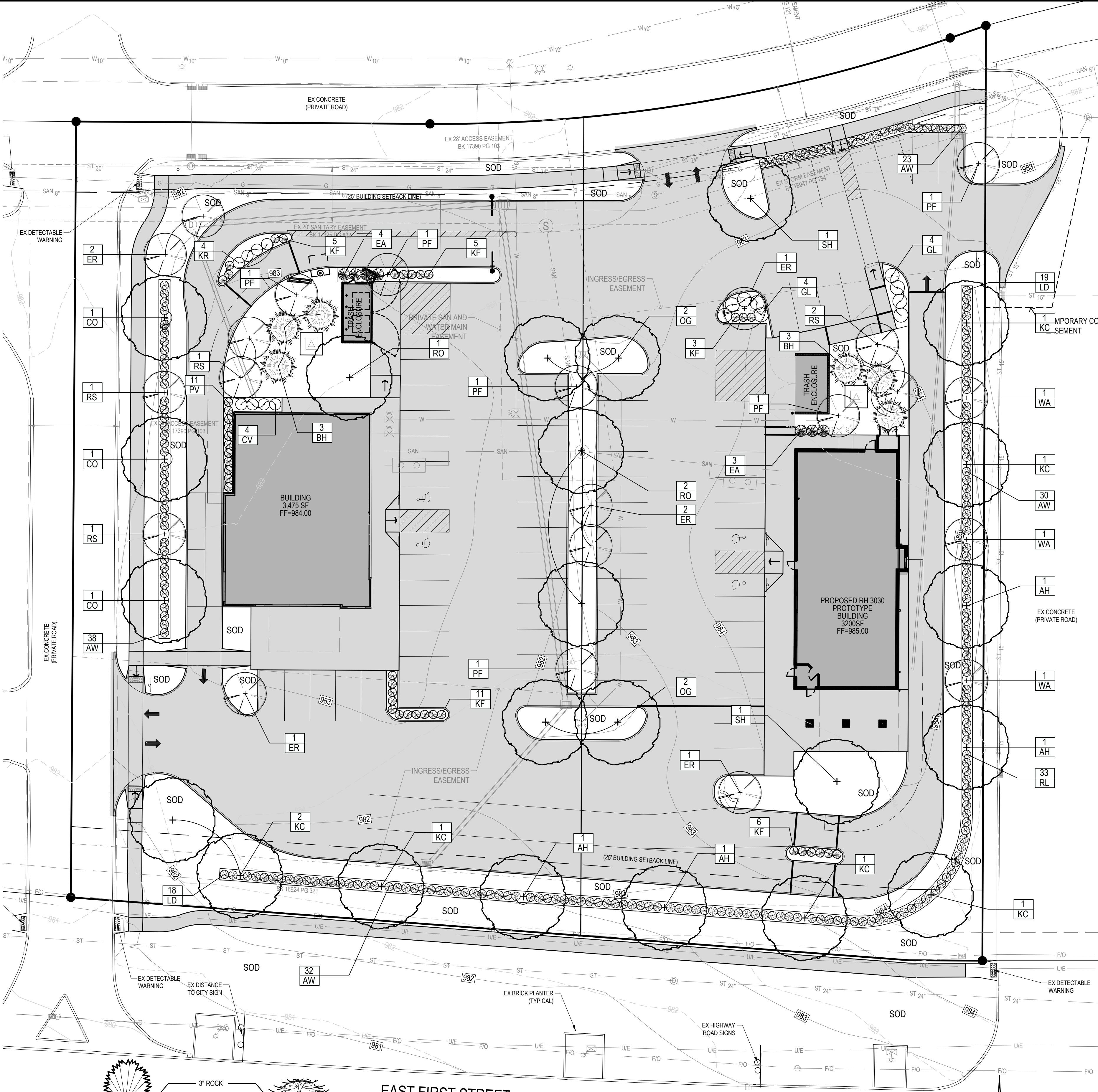
GENERAL OPEN SPACE REQUIREMENT	
LOT 1 (PANERA)	21
TOTAL REQUIRED TREES (2 / 1,000 SF REQUIRED OPEN SPACE)	21
TOTAL TREES PROVIDED (50% OVERSTORY, 2" CAL)	21
TOTAL SHRUBS REQUIRED (1 / 500 SF REQUIRED OPEN SPACE)	50
TOTAL SHRUBS PROVIDED	

LOT 2 (FREDDY'S)	18
TOTAL REQUIRED TREES (2 / 1,000 SF REQUIRED OPEN SPACE)	18
TOTAL TREES PROVIDED (50% OVERSTORY, 2" CAL)	18
TOTAL SHRUBS REQUIRED (1 / 500 SF REQUIRED OPEN SPACE)	76
TOTAL SHRUBS PROVIDED	

BUFFER PLANTING ADJACENT TO EAST 1ST ST (PER 163.16.3)	322
TOTAL LENGTH OF FRONTAGE	7
TOTAL REQUIRED TREES (1 / 50 LF)	7
TOTAL TREES PROVIDED	81
TOTAL SHRUBS REQUIRED (1 / 4 LF)	81
TOTAL SHRUB PROVIDED	

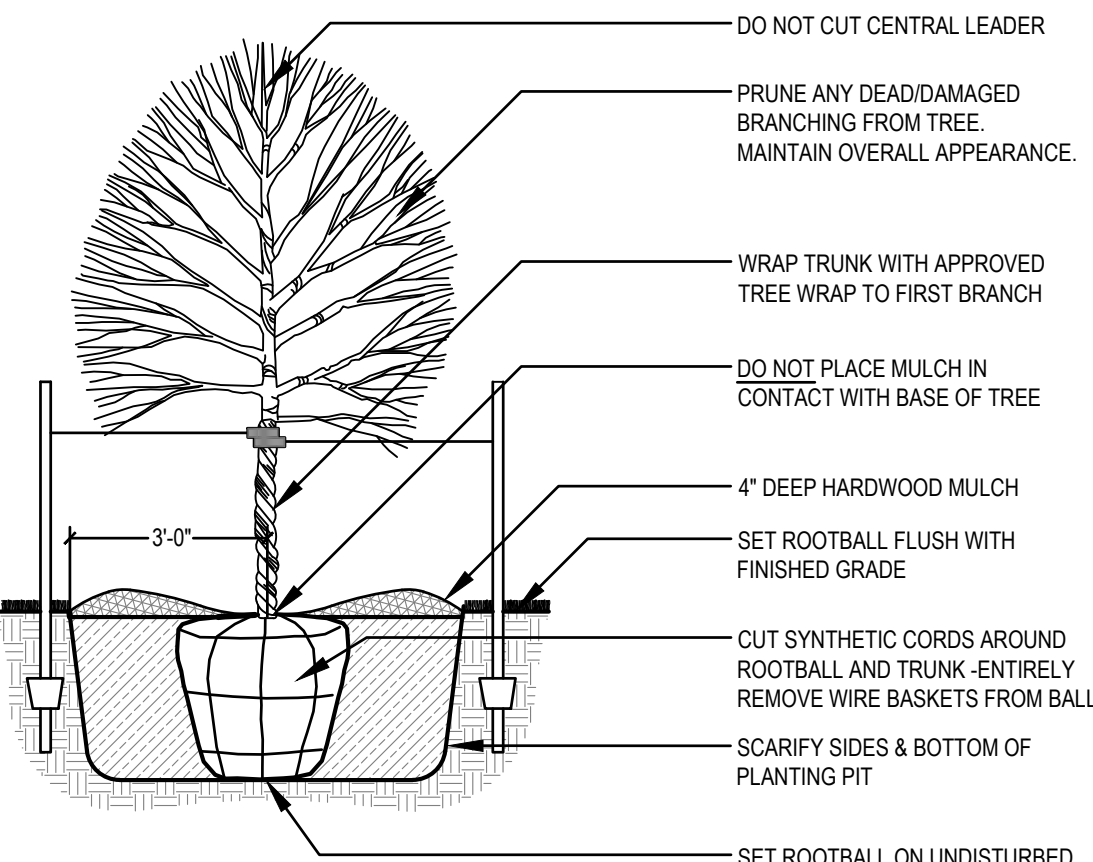
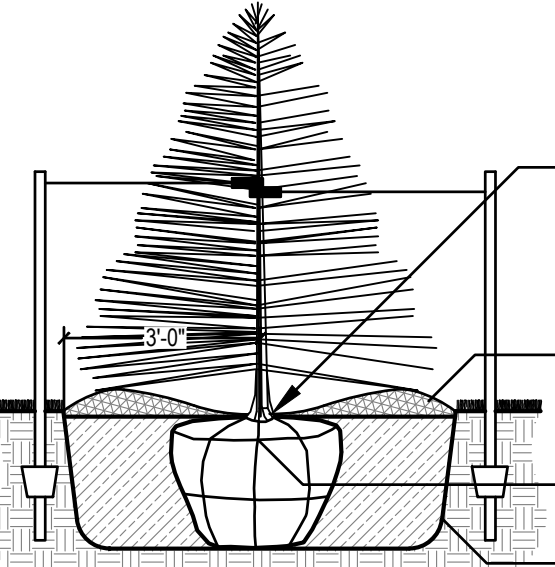
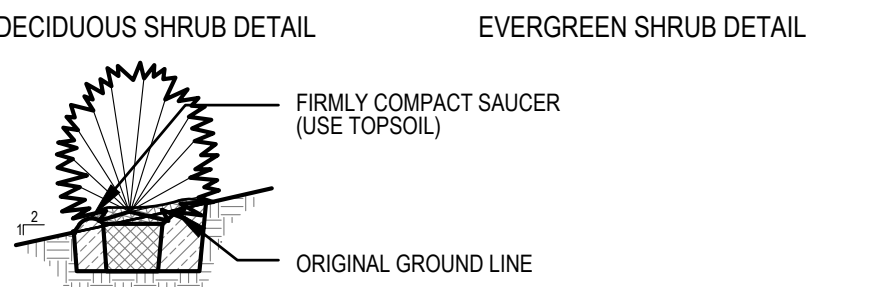
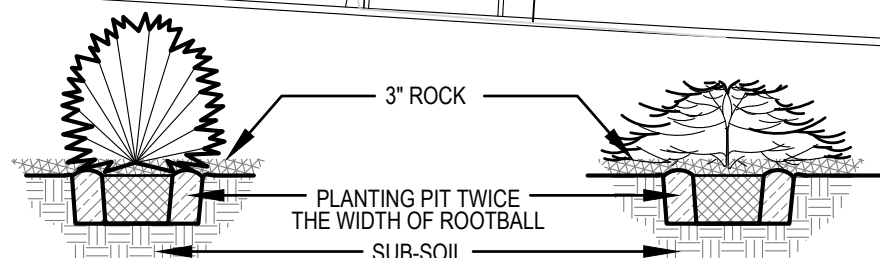
IRRIGATION NOTES:

- FOR BIDDING PURPOSES, THIS PROJECT DOES NOT INCLUDE A SITE IRRIGATION SYSTEM.
- CONTRACTOR SHALL SUBMIT TO THE OWNER OR OWNER'S REPRESENTATIVE A SEPARATE PROPOSAL FOR A SITE IRRIGATION SYSTEM. PROPOSAL SHALL BE DESIGN/BUILD FOR A COMPLETE OPERATIONAL IRRIGATION SYSTEM APPROPRIATE FOR THE SITE. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DESIGN, COORDINATION, TESTING, PERMITS, INSPECTIONS, ETC.



EAST FIRST STREET

(WEST BOUND - CONCRETE SURFACE - ROW VARIES)



EVERGREEN TREE PLANTING (B&B)

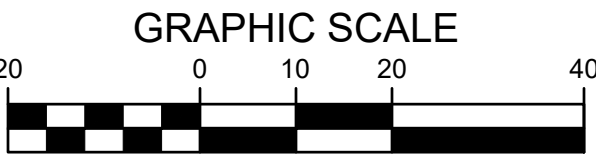
SCALE: NOT TO SCALE

DECIDUOUS TREE PLANTING (TYP.)

SCALE: NOT TO SCALE

SHRUB PLANTING (TYP)

SCALE: NOT TO SCALE



FREDDY'S & PANERA
GRIMES, IOWA

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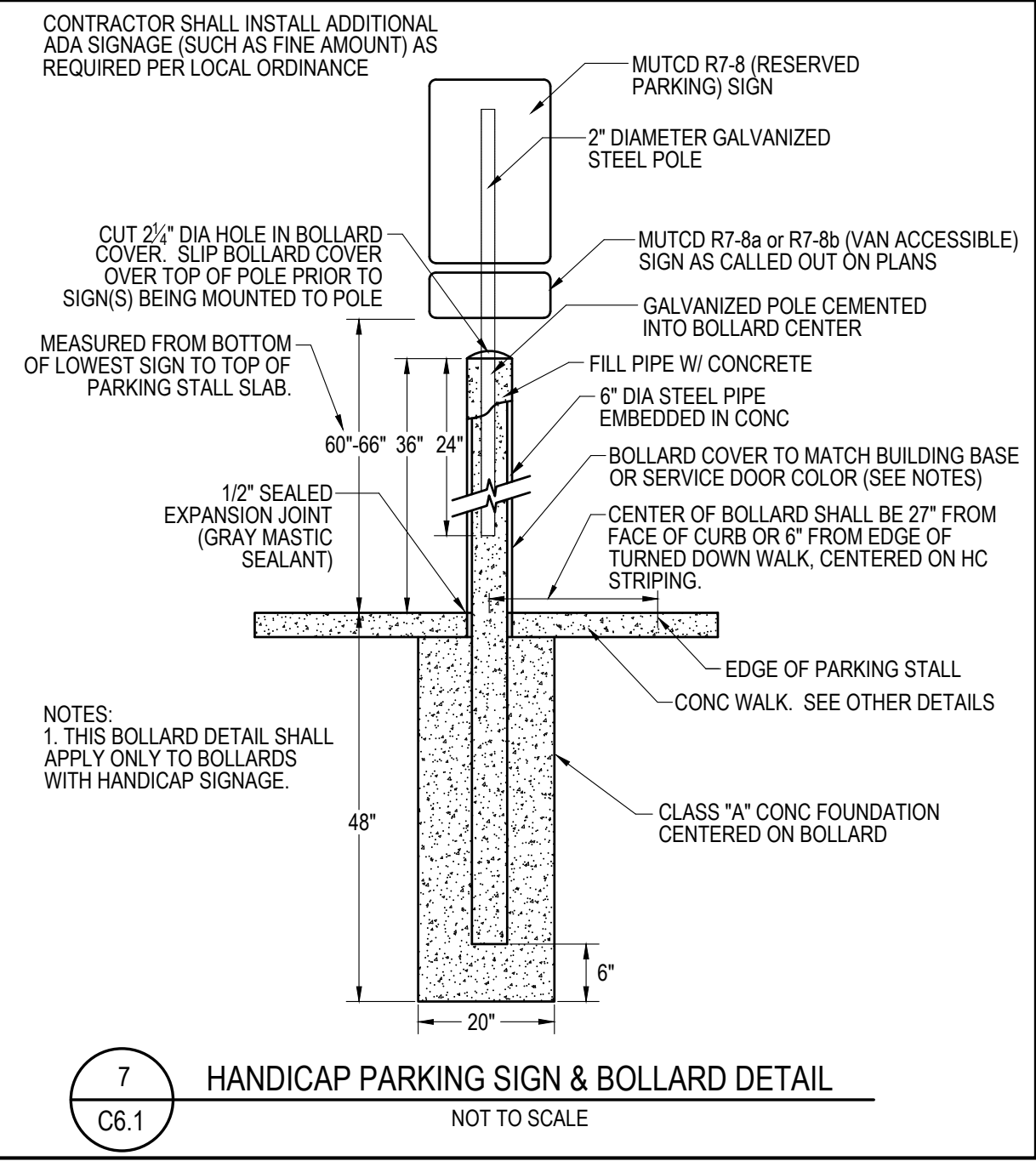
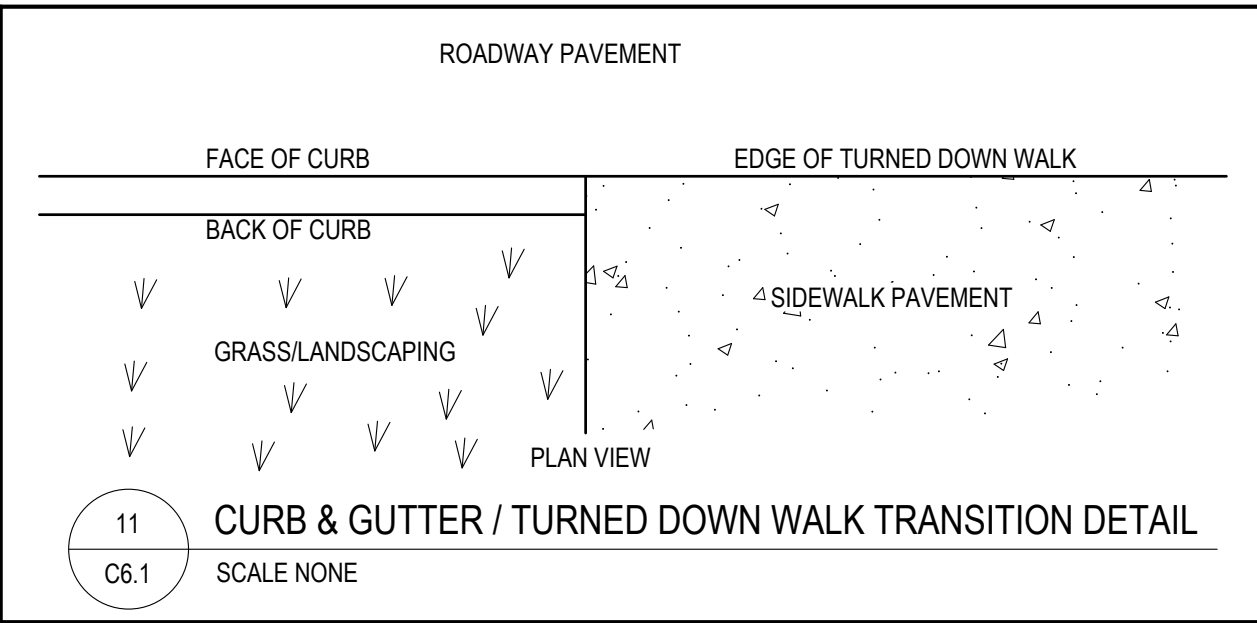
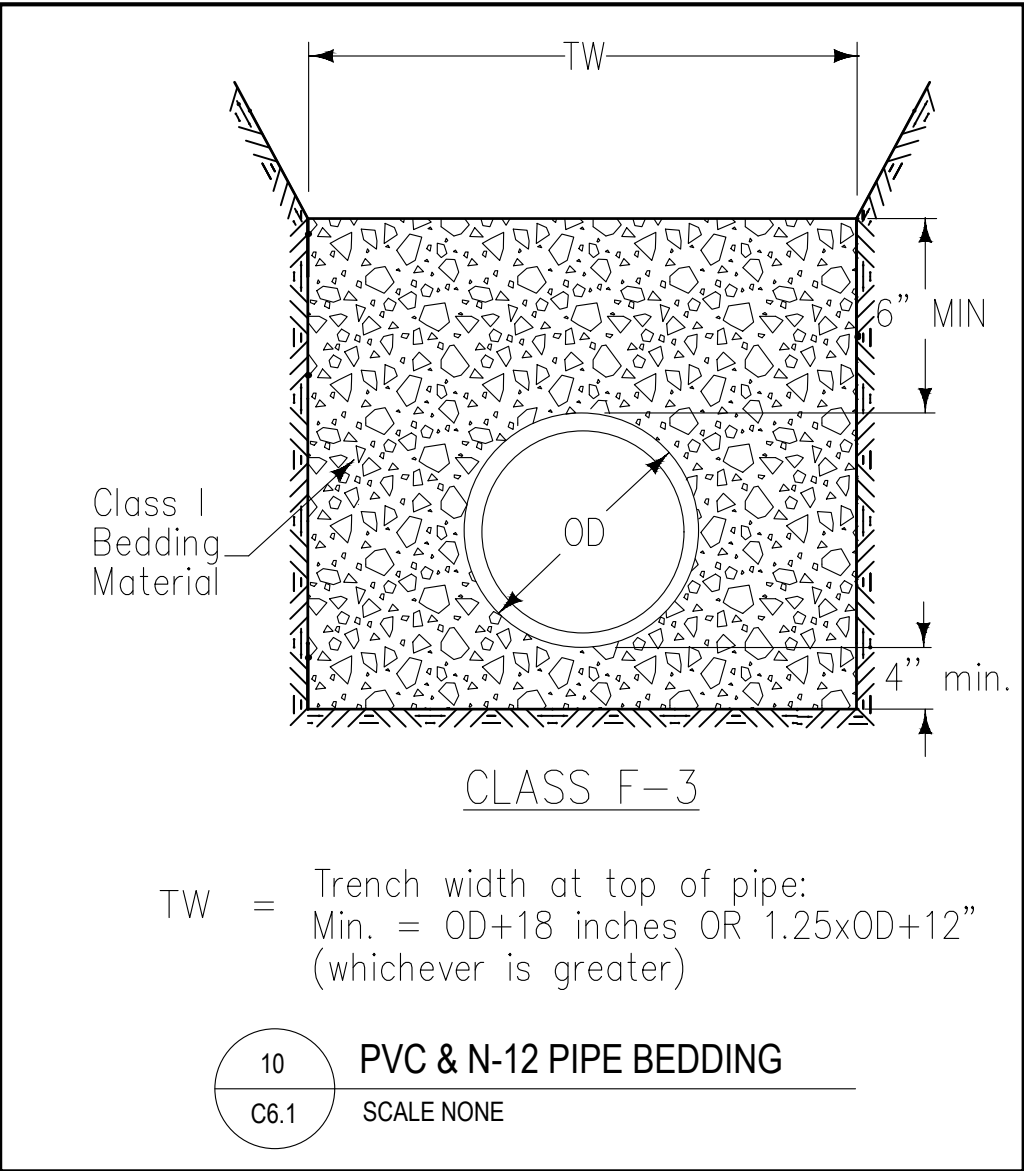
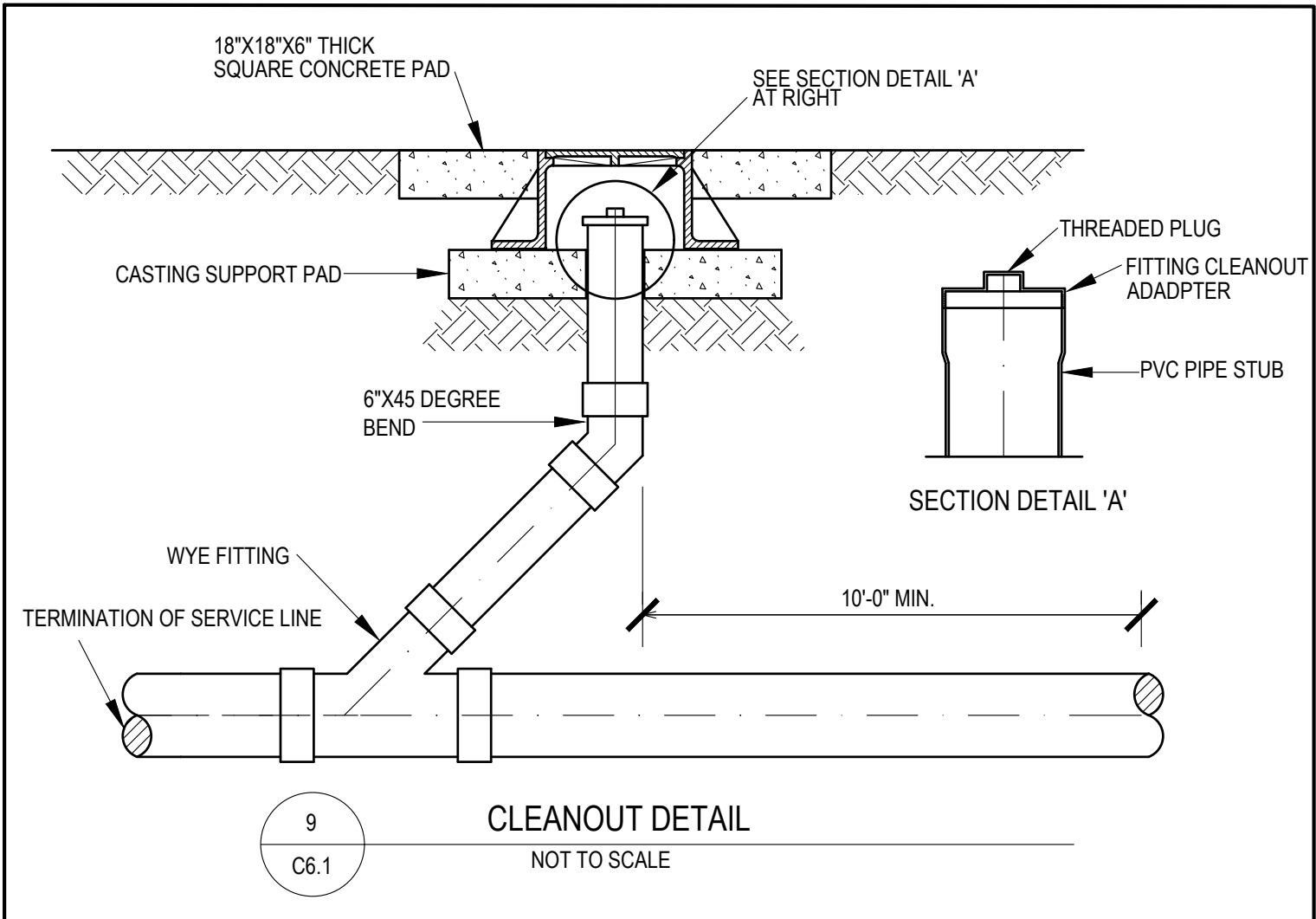
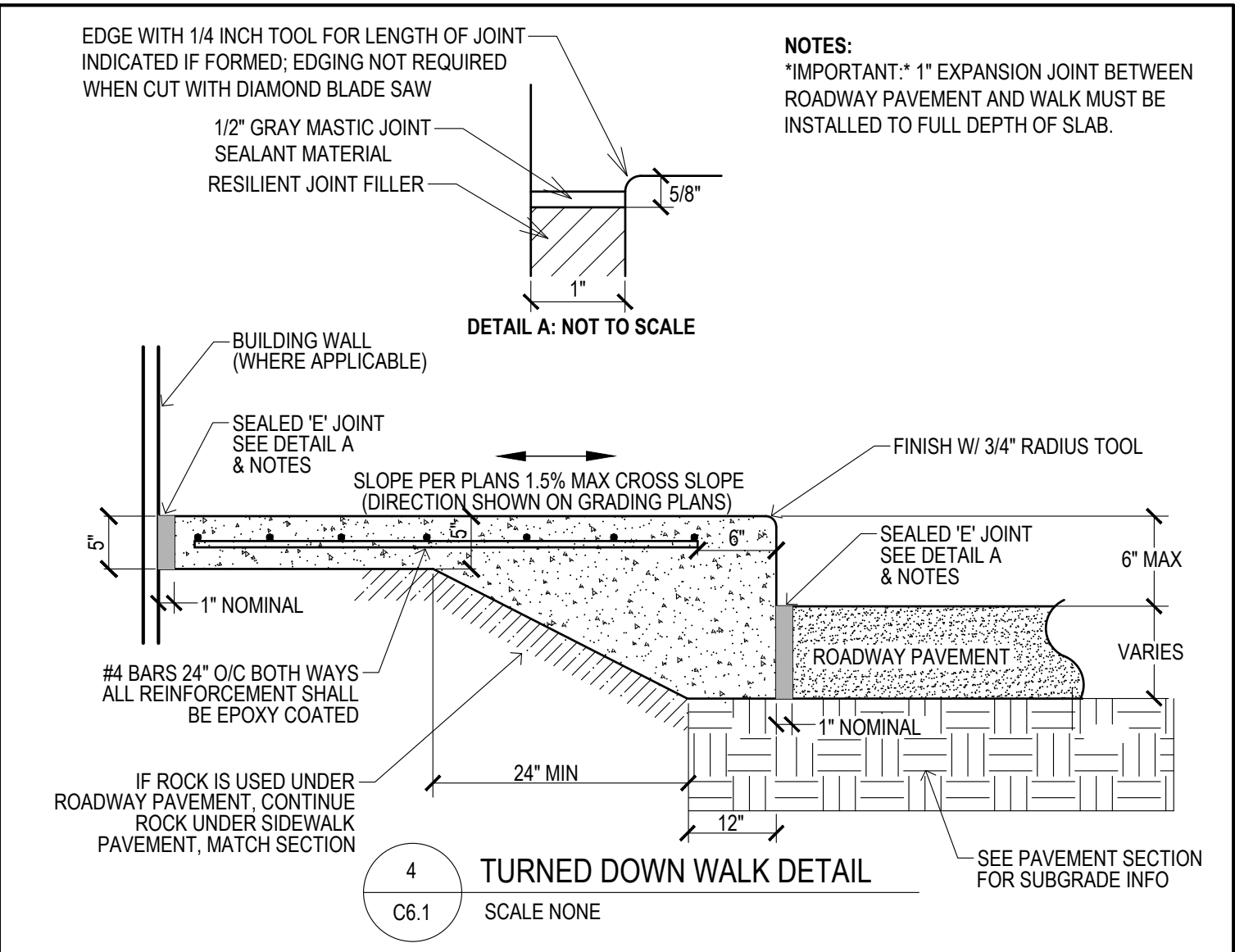
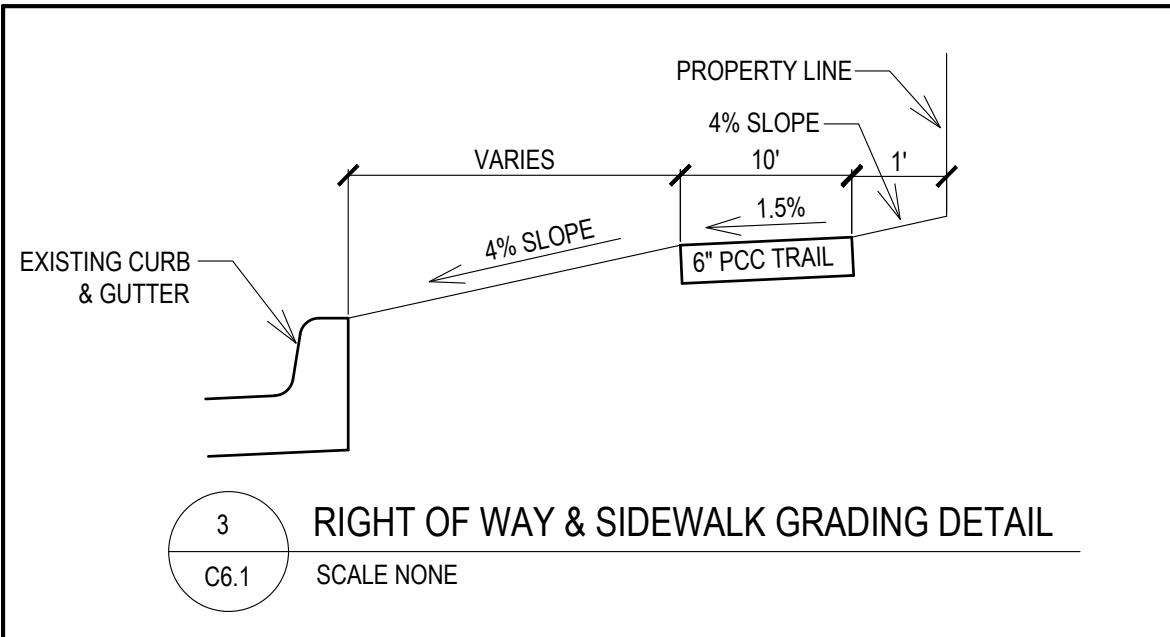
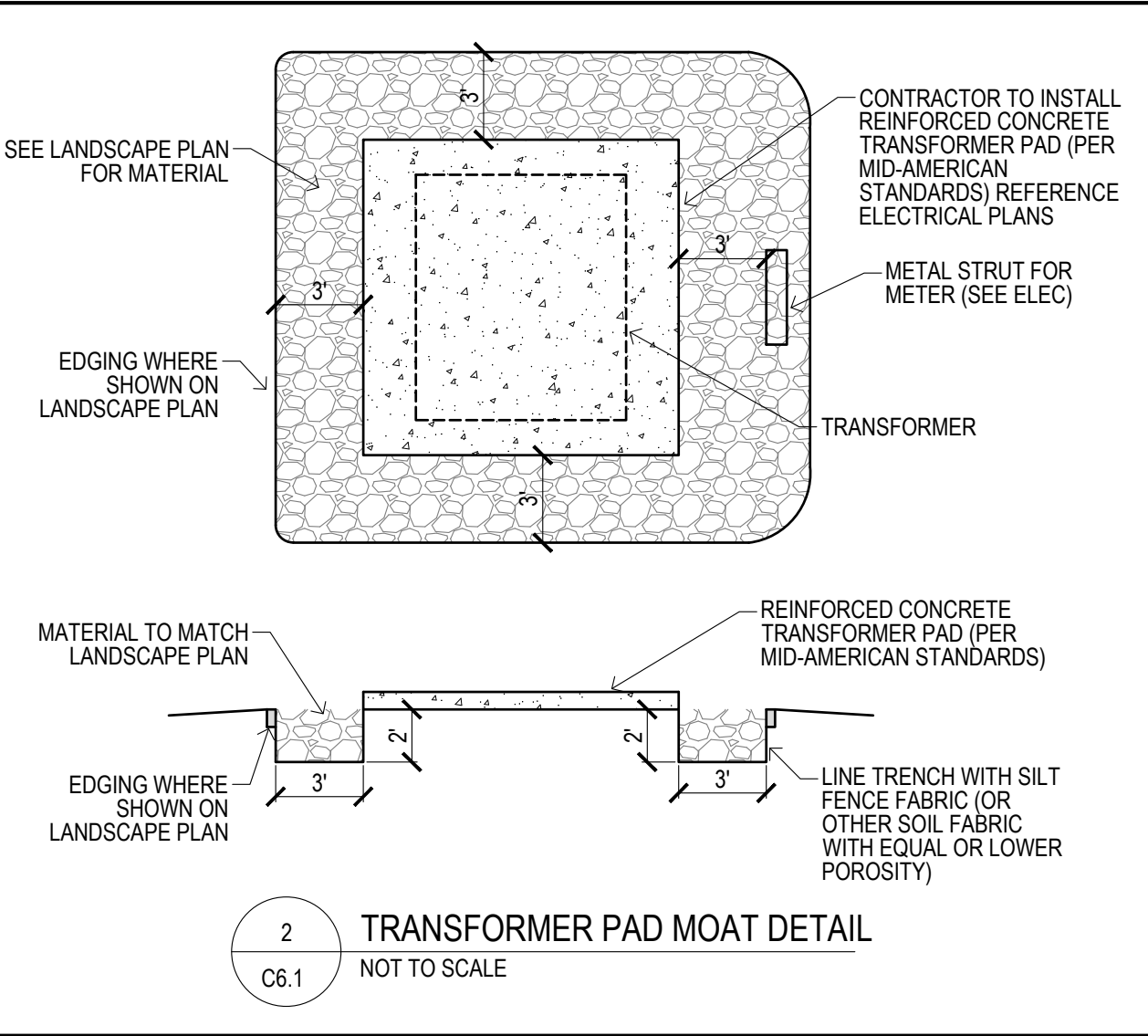
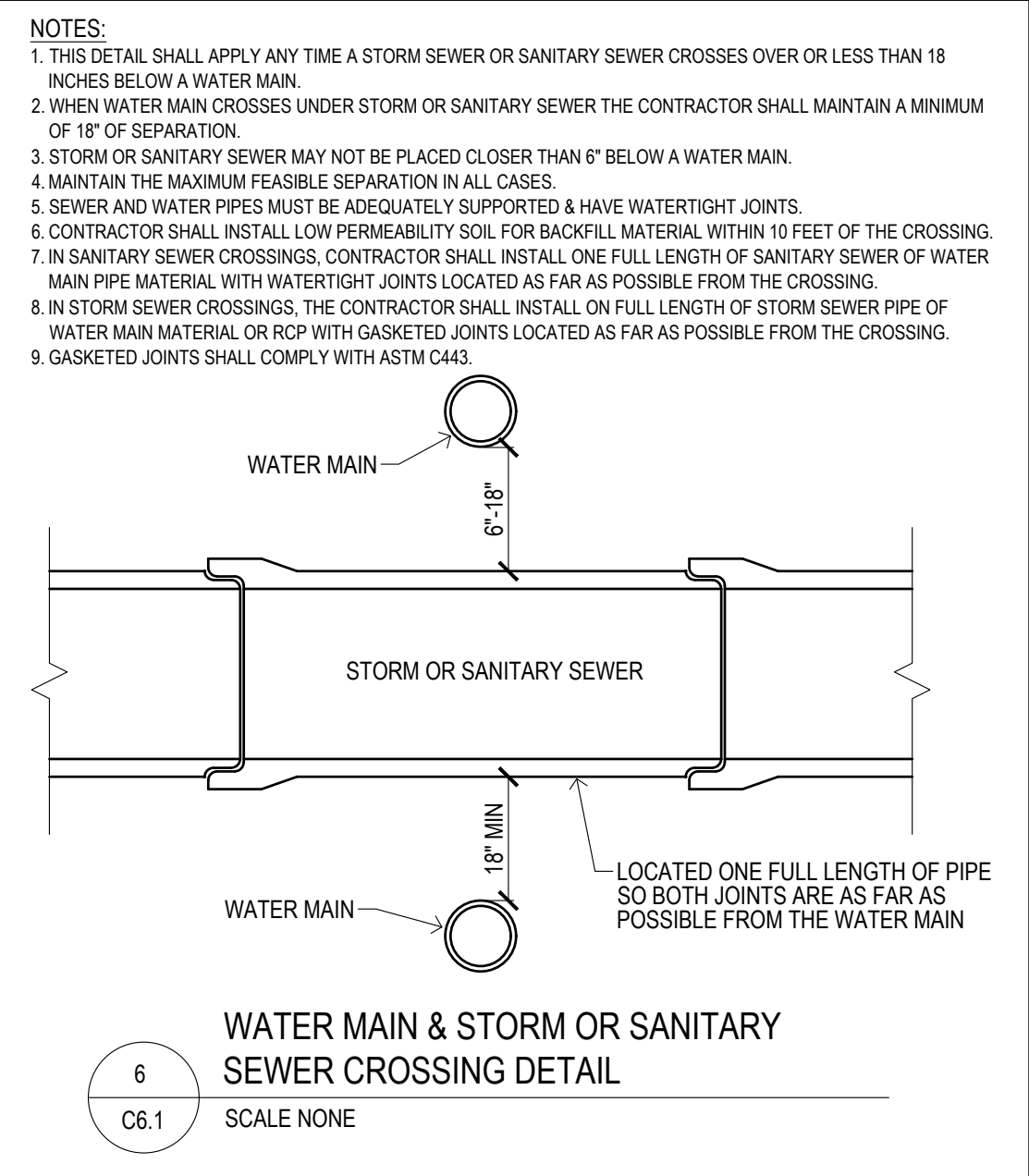
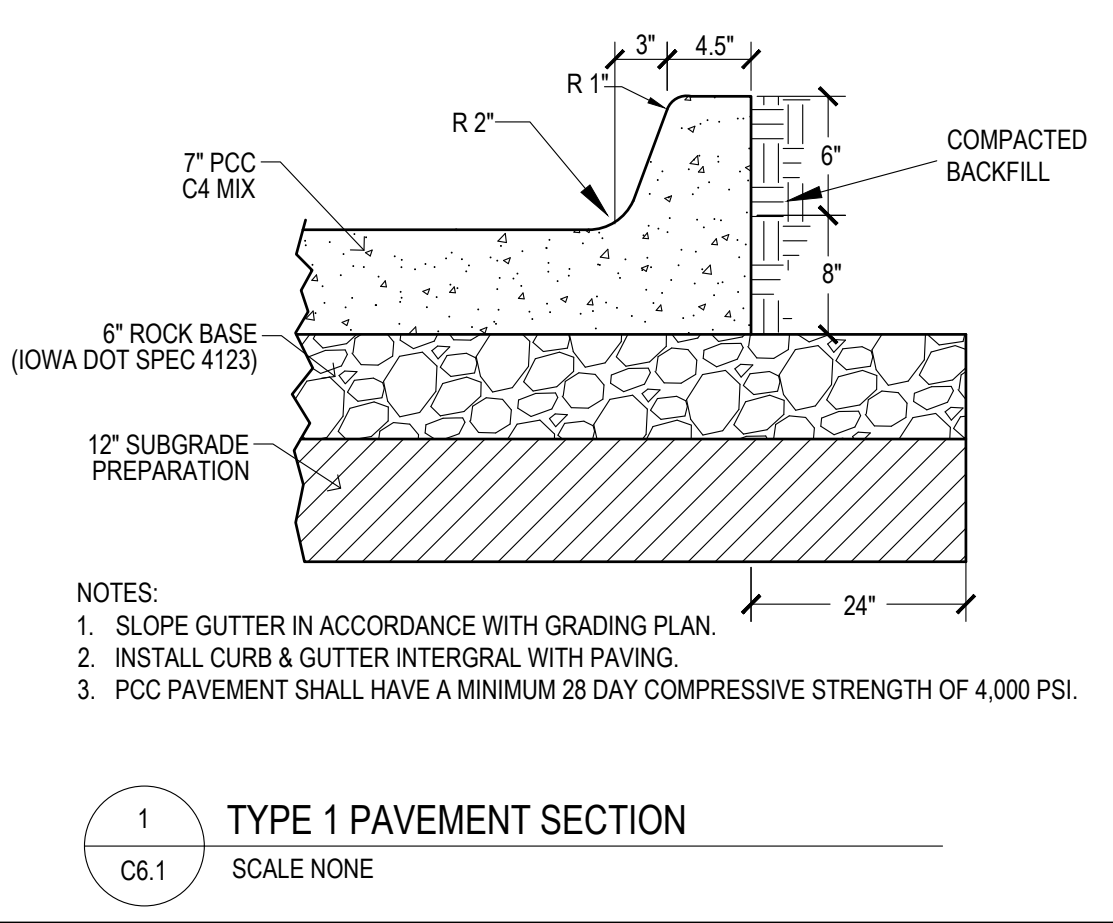
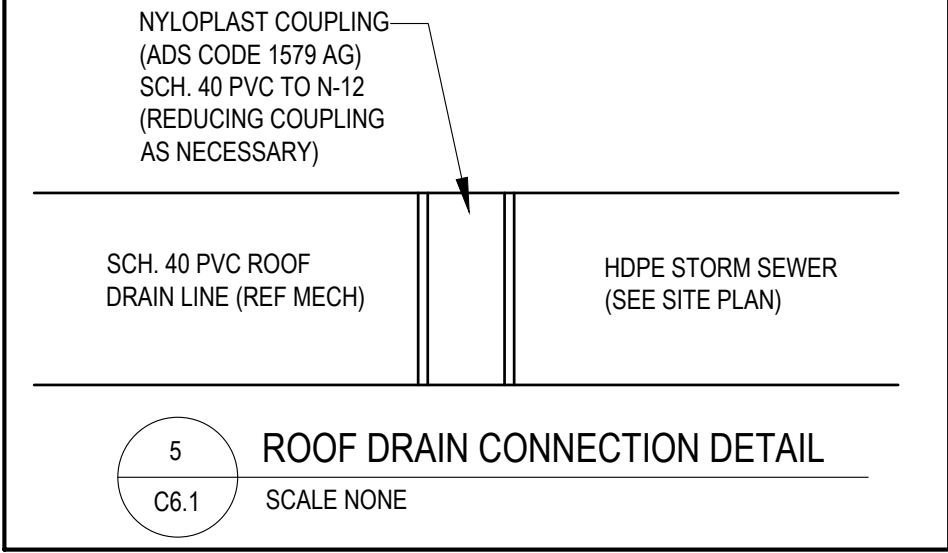
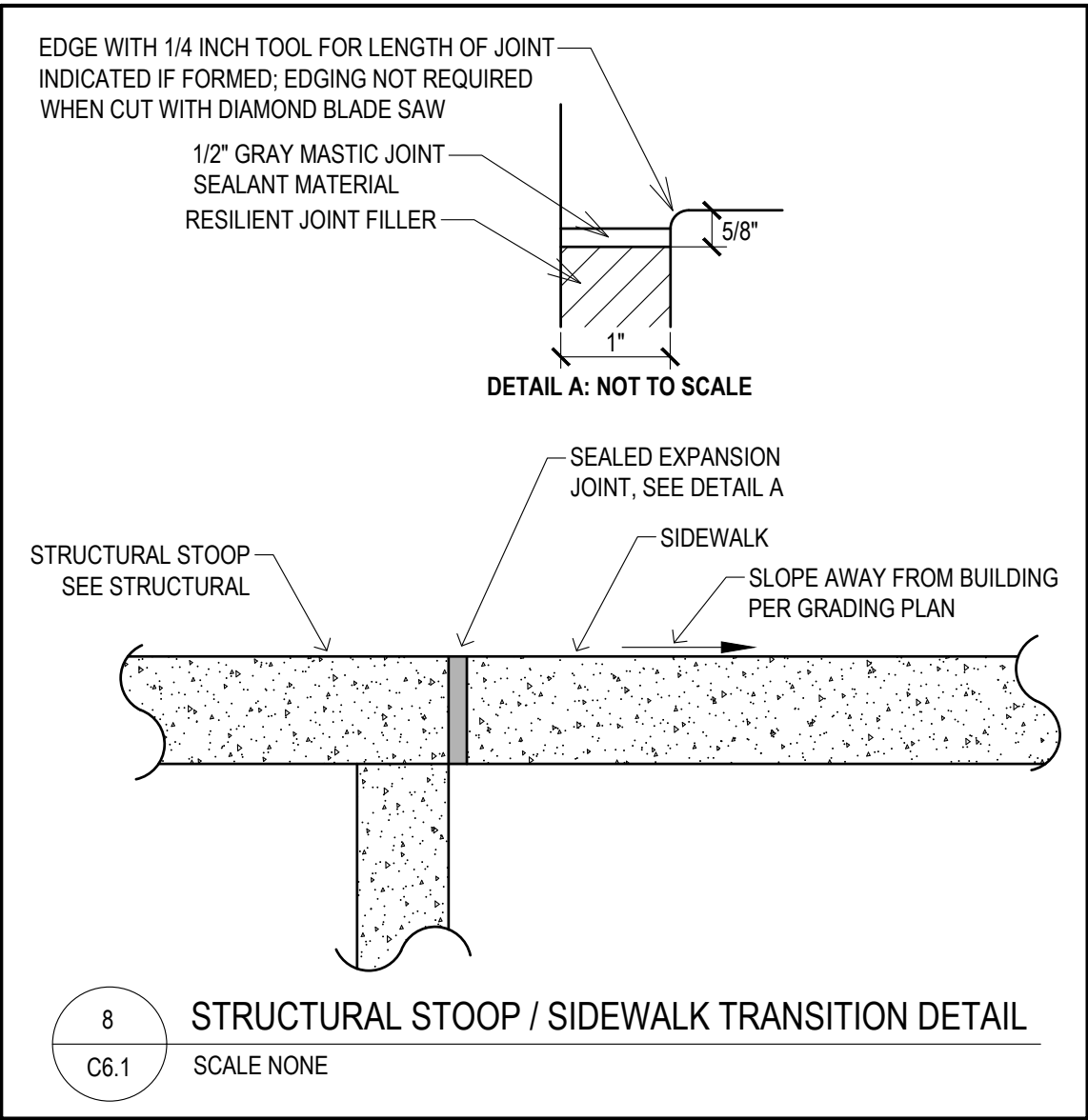
CHECKED BY:

REVISION DATE: 9/27/2021 - 1ST SUBMITTAL
11/8/2021 - 2ND SUBMITTAL
11/29/21 - 3RD SUBMITTAL

PROJECT NUMBER:
210343

SHEET NUMBER:

C5.1



STORM WATER POLLUTION PREVENTION PLAN

PROPERTY DESCRIPTION:
(FROM TITLE OPINION)
LOT 3 IN MENARDS AT DESTINATION MARKET PLAT 1, AN
OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART
OF THE CITY OF GRIMES, POLK COUNTY, IOWA

ADDRESS:
2125 EAST 1ST STREET
GRIMES, IOWA 50111

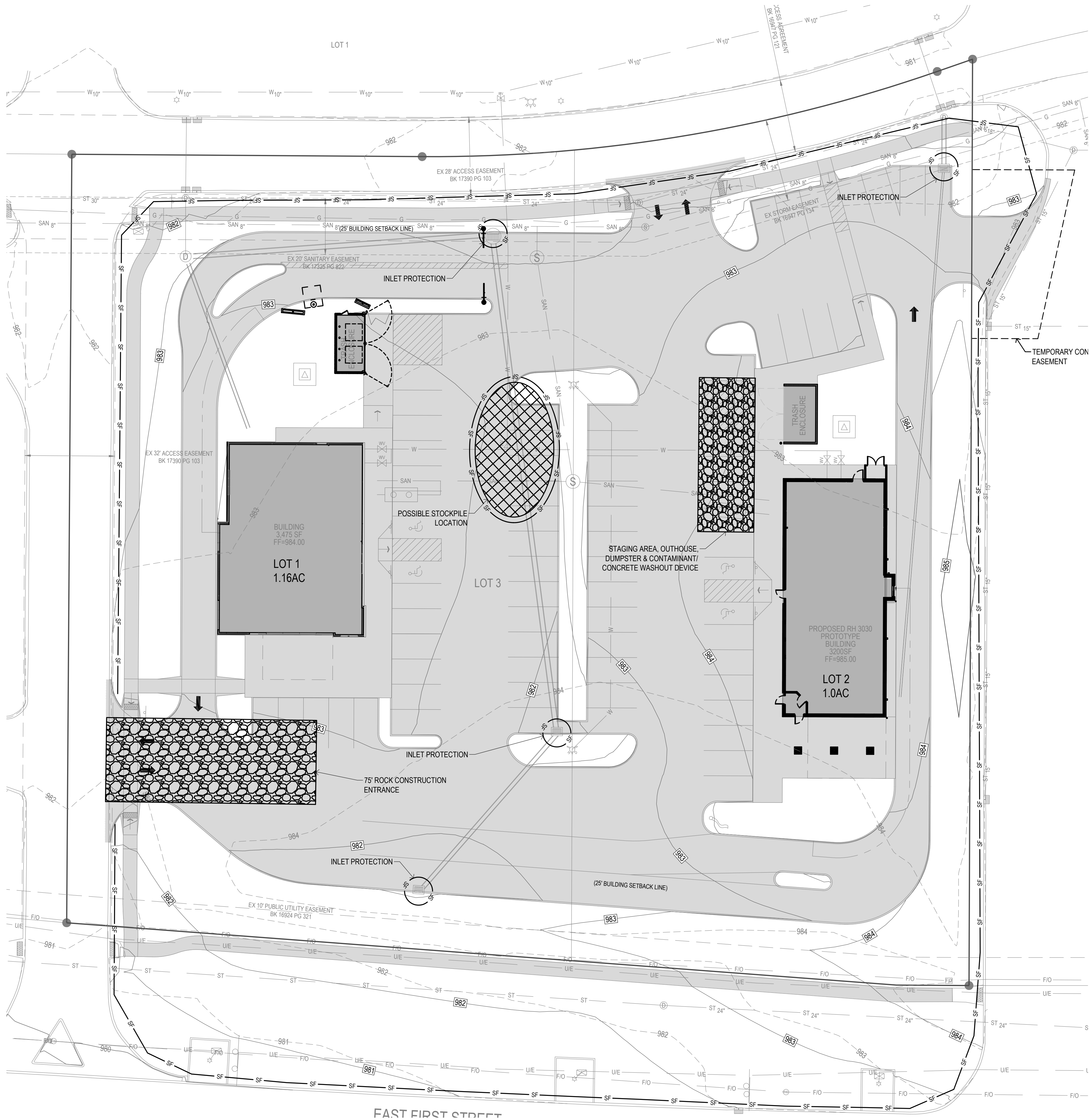
OWNER:
MENARD INC
5101 MENARD DR
EAU CLAIRE, WISCONSIN 54703-9604

SITE AREA:
2.16 ACRES

BENCHMARK:
BENCHMARK DATUM = CITY DATUM OR NAVD88, GEOID 12A

POINT #9004
NORTHING = 615591.84
EASTING = 1566441.19
ELEVATION = 984.28
DESCRIPTION: BURY BOLT

POINT #9000
NORTHING = 615464.88
EASTING = 1566456.37
ELEVATION = 983.74
DESCRIPTION: 3/4" IRON PIPE W/ RED PLASTIC CAP

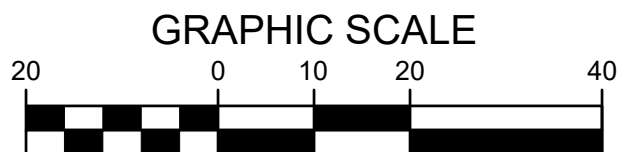
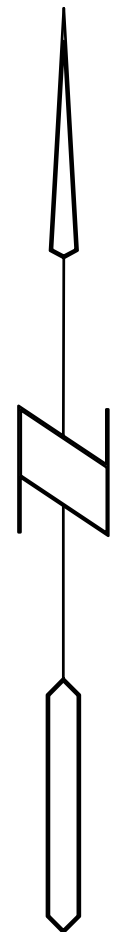


VICINITY MAP
NOT TO SCALE

- EROSION CONTROL NOTES:**
- SEE SUPPLEMENTAL DETAIL STORM WATER POLLUTION PLAN NARRATIVE FOR ALL EROSION CONTROL MEASURES, ADDITIONAL DETAILS AND NOTE. ADDITIONAL NOTES AND MEASURES IN NARRATIVE SHALL BE CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE ORIGINAL BID.
 - SWPPP PLAN AND NARRATIVE ARE CONSIDERED A LIVING DOCUMENT AND WILL NEED PERIODIC UPDATES AND ADJUSTMENTS AS NECESSARY DEPENDING ON SITE CONDITIONS TO ASSURE COMPLIANCE WITH NPDES GENERAL PERMIT NO. 2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UPDATE THE SWPPP AND IMPLEMENT ANY AND ALL MEASURES NECESSARY TO COMPLY WITH SAID PERMIT NO. 2.
 - INSTALL PERIMETER SILT FENCE AS SHOWN ON PLANS PRIOR TO CONSTRUCTION.
 - INSTALL INTAKE PROTECTION WITH SILT FENCE IMMEDIATELY AFTER STORM SEWER CONSTRUCTION.
 - INSTALL FINISHED PAVING INLET PROTECTION IMMEDIATELY AFTER PAVING IS COMPLETED AROUND INTAKE.
 - OTHER EROSION CONTROL TYPES MAY NOT BE SUBSTITUTED FOR SILT FENCE.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING A CONCRETE WASHOUT IN ACCORDANCE WITH NPDES GENERAL PERMIT NO. 2 DURING ALL CONCRETE WORK.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING TEMPORARY RESTROOM FACILITIES. SANITARY WASTE SHALL BE DISPOSED OF PER ALL FEDERAL, STATE AND LOCAL REGULATIONS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.

- EROSION CONTROL REMOVAL NOTES:**
- AFTER FINAL STABILIZATION HAS OCCURED, AS DEFINED IN NPDES GENERAL PERMIT NO. 2, CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TEMPORARY EROSION CONTROL DEVICES INCLUDING, BUT NOT LIMITED TO: SILT FENCE, INLET PROTECTION, AND TEMPORARY STANDPIPES.

- LEGEND:**
- 120--- EXISTING CONTOUR
 - 120--- PROPOSED CONTOUR
 - SF--- SILT FENCE
 - SAN--- SANITARY SEWER
 - ST--- STORM SEWER
 - W--- WATER LINE
 - G--- GAS LINE
 - UE--- UNDERGROUND ELECTRIC
 - O/E--- OVERHEAD ELECTRIC
 - TELE--- TELEPHONE LINE
 - F/O--- FIBER OPTIC
 - CATV--- CABLE TV
 - ⊙ STORM MANHOLE
 - ⊕ CURB INTAKE
 - ⊙ SURFACE INTAKE
 - ⊕ FLARED END SECTION
 - ⊙ SANITARY MANHOLE
 - ⊕ CLEANOUT
 - ⊙ FIRE HYDRANT
 - ⊕ SPRINKLER
 - ⊙ IRRIGATION CONTROL VALVE
 - ⊕ WATER MANHOLE
 - ⊙ WELL
 - ⊕ WATER VALVE
 - ⊙ WATER SHUT OFF
 - ⊕ YARD HYDRANT
 - ⊙ ELECTRIC MANHOLE
 - ⊕ ELECTRIC METER
 - ⊙ ELECTRIC RISER
 - ⊕ ELECTRIC VAULT
 - ⊙ POWER POLE
 - ⊕ TRANSFORMER POLE
 - ⊙ LIGHT POLE
 - ⊕ ELECTRIC JUNCTION BOX
 - ⊙ ELECTRIC PANEL
 - ⊕ TRANSFORMER
 - ⊙ GROUND LIGHT
 - ⊕ GUY WIRE
 - ⊙ ELECTRIC HANDHOLE
 - ⊕ GAS METER
 - ⊙ GAS VALVE
 - ⊕ AIR CONDITIONING UNIT
 - ⊙ TELEPHONE RISER
 - ⊕ TELEPHONE VAULT
 - ⊙ TELEPHONE MANHOLE
 - ⊕ TRAFFIC SIGNAL MANHOLE
 - ⊙ FIBER OPTIC RISER
 - ⊕ FIBER OPTIC FAULT
 - ⊙ CABLE TV RISER
 - ⊕ SIGN



UTILITY NOTE:
THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS AND ARE APPROXIMATE LOCATIONS. THE EXACT LOCATIONS OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

FREDDY'S & PANERA
GRIMES, IOWA

REFERENCE NUMBER:	
DRAWN BY:	DRL
CHECKED BY:	
REVISION DATE:	9/27/2021 - 1ST SUBMITTAL 11/8/2021 - 2ND SUBMITTAL 11/29/21 - 3RD SUBMITTAL
PROJECT NUMBER:	210343
SHEET NUMBER:	C7.1

SWPPP

1. GENERAL CONTRACTOR TO COORDINATE W/ OWNER'S SIGN VENDOR ACCESS REQUIREMENTS FOR SIGNAGE TRANSFORMERS
2. SEE SHEET A600 FOR EXTERIOR FINISH SCHEDULE

ASPECT
architecture:design

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DRAWN BY: JAS
APPROVED: SLE
JOB DATE: DEC. 1, 2021
JOB NO: 21032

[illegible]

FREDDY'S FROZEN CUSTARD
MYL INVESTMENTS, LLC
GRIMES, IA

ARCHITECTURAL
EXTERIOR ELEVATIONS

DRAWING
201

WEST FACADE WALL AREA EXCLUDING
WINDOWS AND DOORS: 1,508 SF

BRICK:	978 SF (65%)
FIBER CEMENT:	408 SF (27%)
EIFS:	122 SF (8%)

WEST FACADE WINDOWS AND DOORS: 212 SF

SCALE: 3/16" = 1'-0"

NOTE: PER 165A.24 (5) EXTERIOR FACADE TREATMENTS

1. VERTICAL ARCHITECTURAL TREATMENT A MINIMUM OF 12" IN WIDTH.
2. COLOR, TEXTURE, OR MATERIAL CHANGE
3. ARCHITECTURAL BANDING
4. AWNINGS
5. DECORATIVE PARAPET
6. COVERED WALKWAY / PATIO



**SOUTH FACADE WALL AREA EXCLUDING
WINDOWS AND DOORS: 646 SF**

BRICK:	314 SF (49%)
FIBER CEMENT:	272 SF (42%)
EIFS:	60 SF (9%)

SOUTH FACADE WINDOWS AND DOORS: 255 SF

SCALE: 1/4" = 1'-0"



NOTE TO AWNING MANUFACTURER &
AWNING INSTALLER. AWNING FRAME TO BE
ENGINEERED FOR APPROVAL BY LOCAL
CODE & DESIGNED TO MISS ALL BUILDING
PROTRUSIONS NOT SHOWN ON PLANS

SCALE: 1/4" = 1'-0"



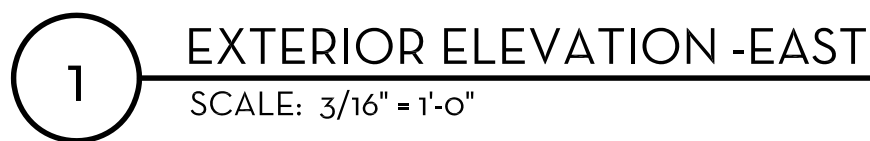
PRELIMINARY
NOT FOR
CONSTRUCTION

1. GENERAL CONTRACTOR TO COORDINATE W/ OWNER'S SIGN VENDOR ACCESS REQUIREMENTS FOR SIGNAGE TRANSFORMERS
2. SEE SHEET A600 FOR EXTERIOR FINISH SCHEDULE

ASPECT *architecture:design*

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APPROVED: SLE
JOB DATE: DEC. 1, 2021
JOB NO: 21032



2 EXTERIOR ELEVATION - NORTH
SCALE: 3/16" = 1'-0"

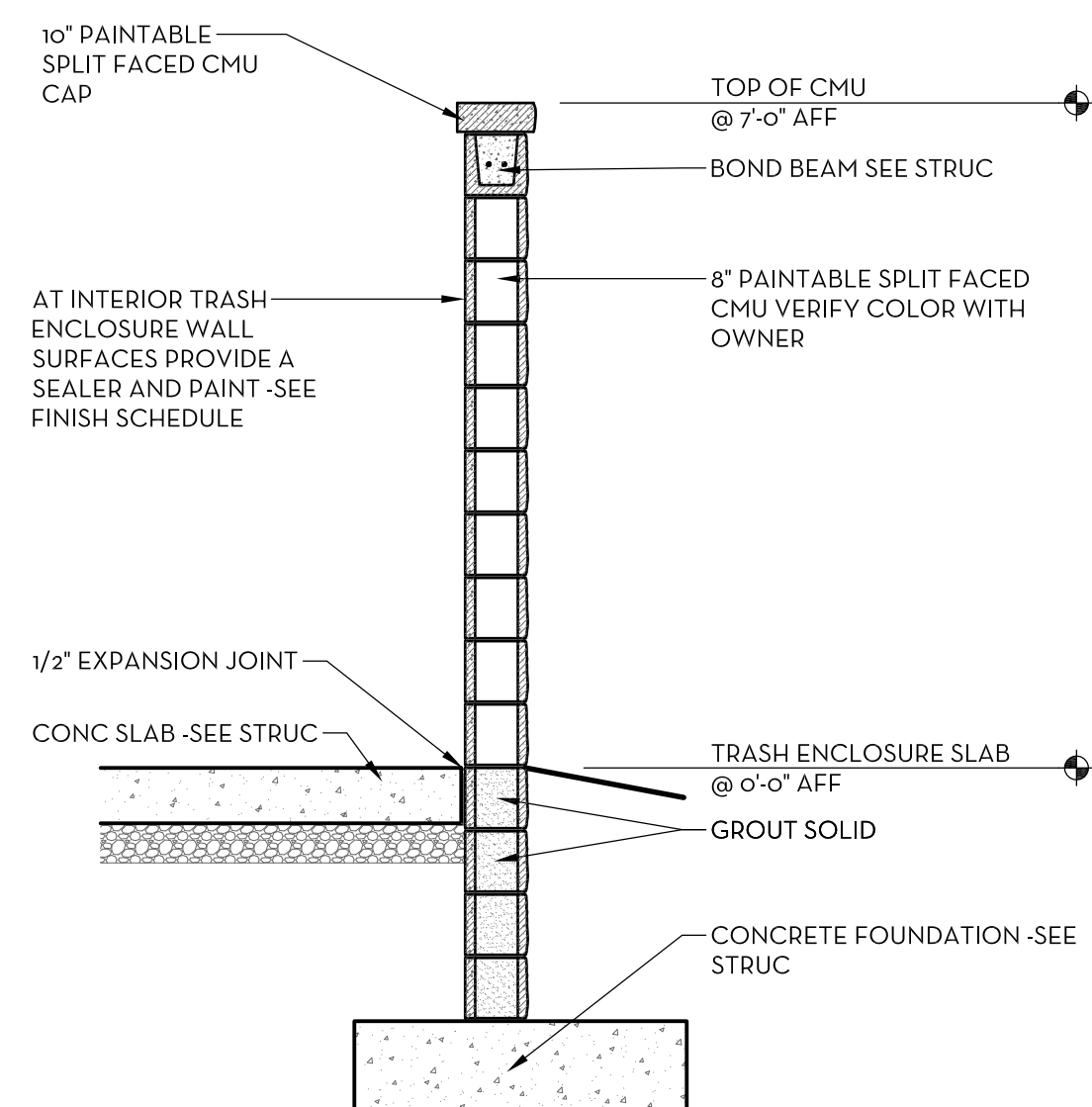
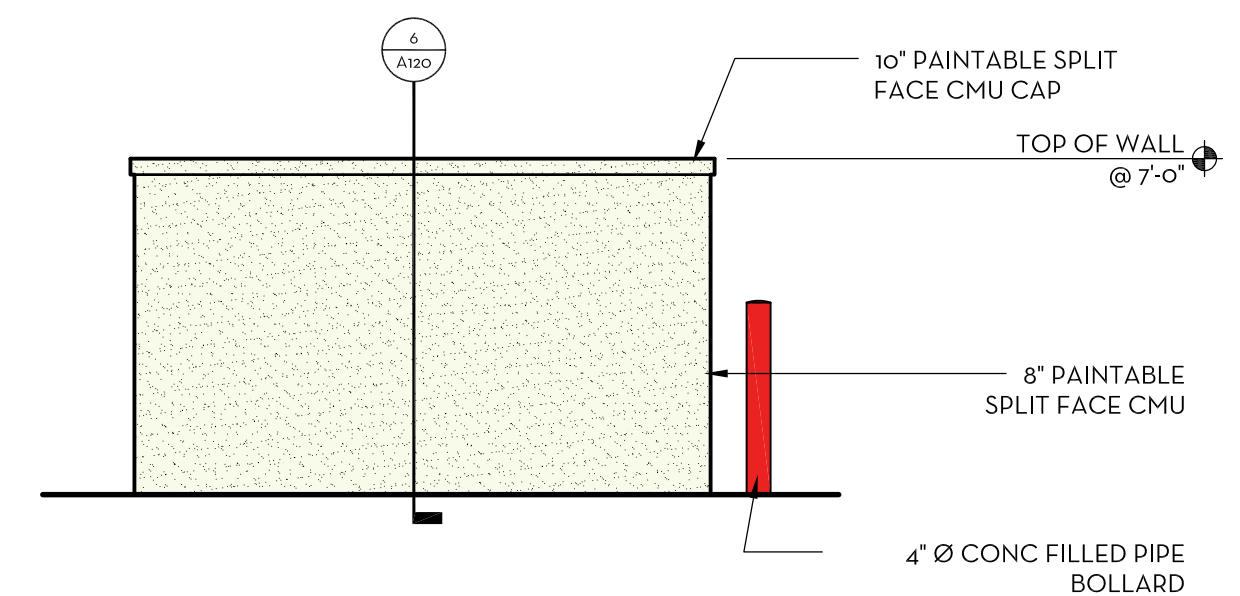
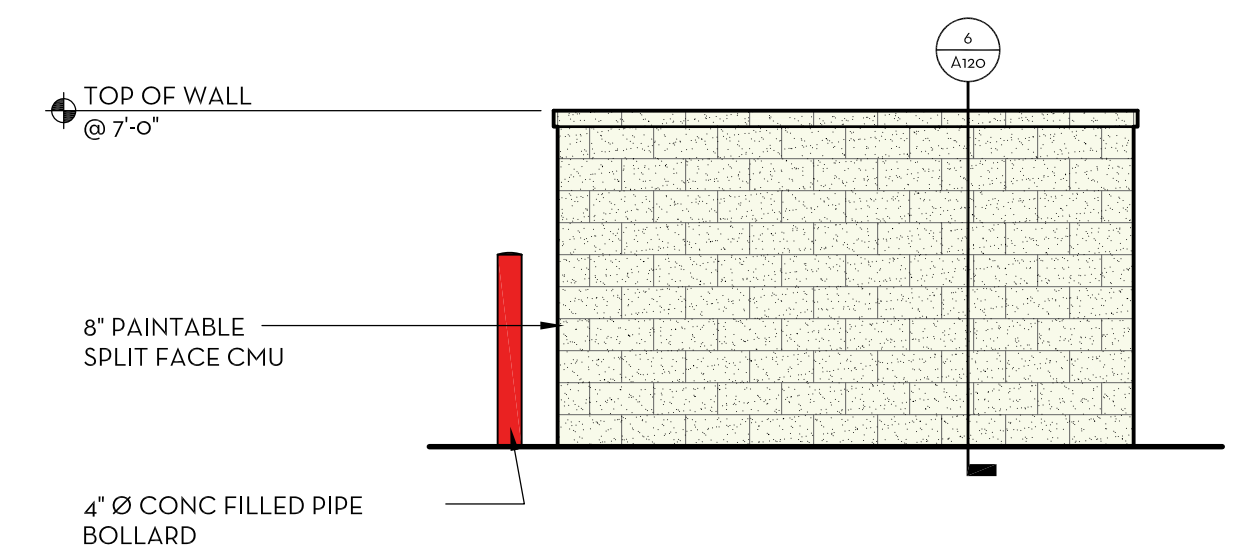
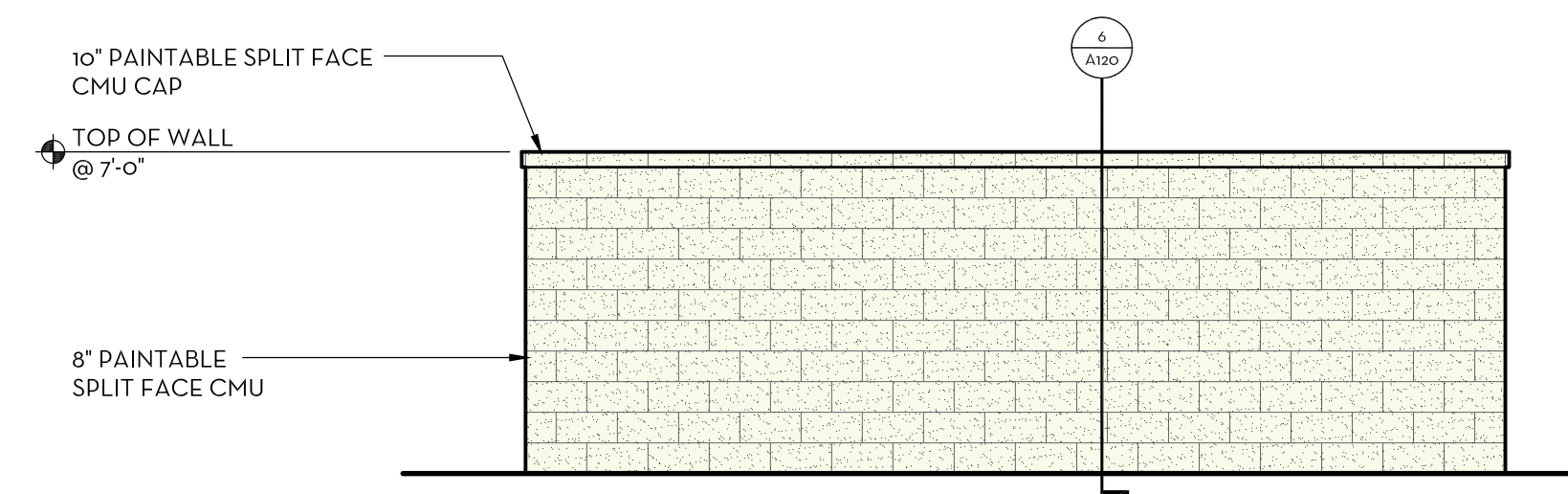
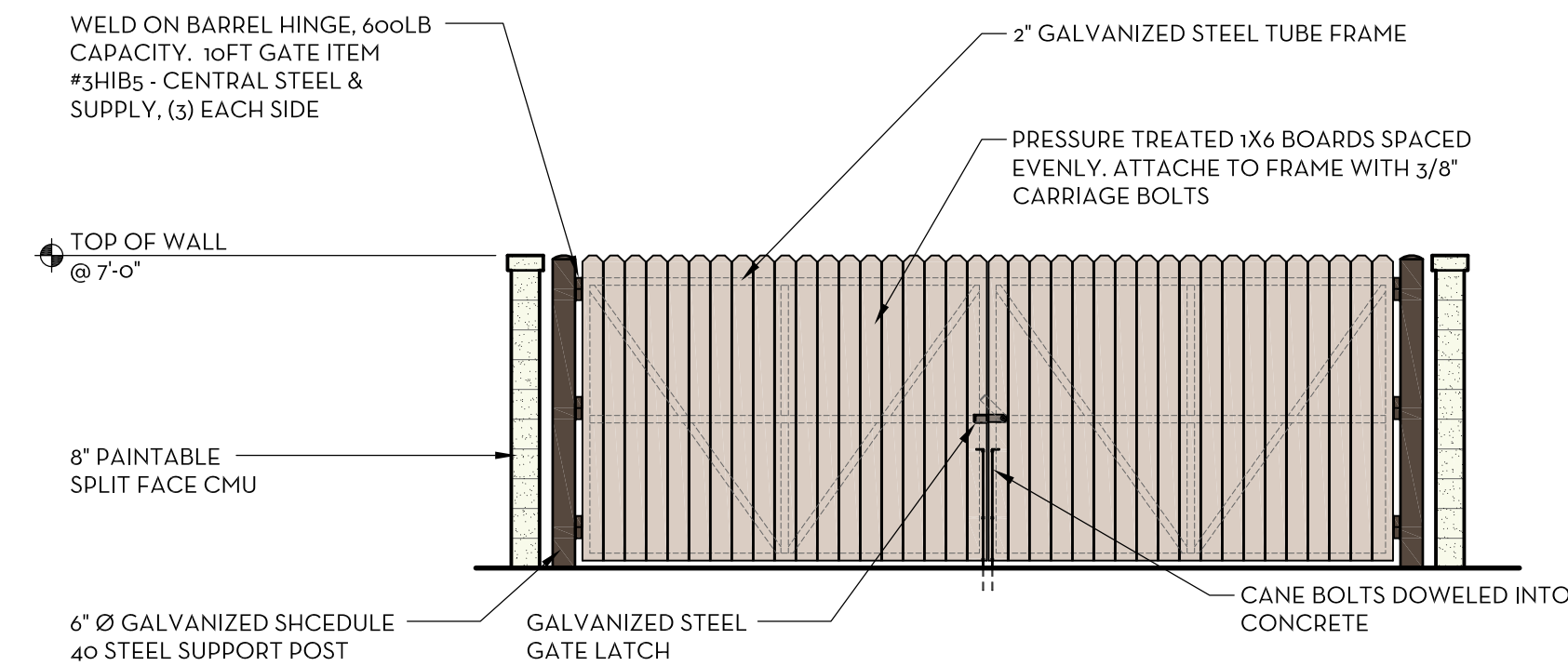
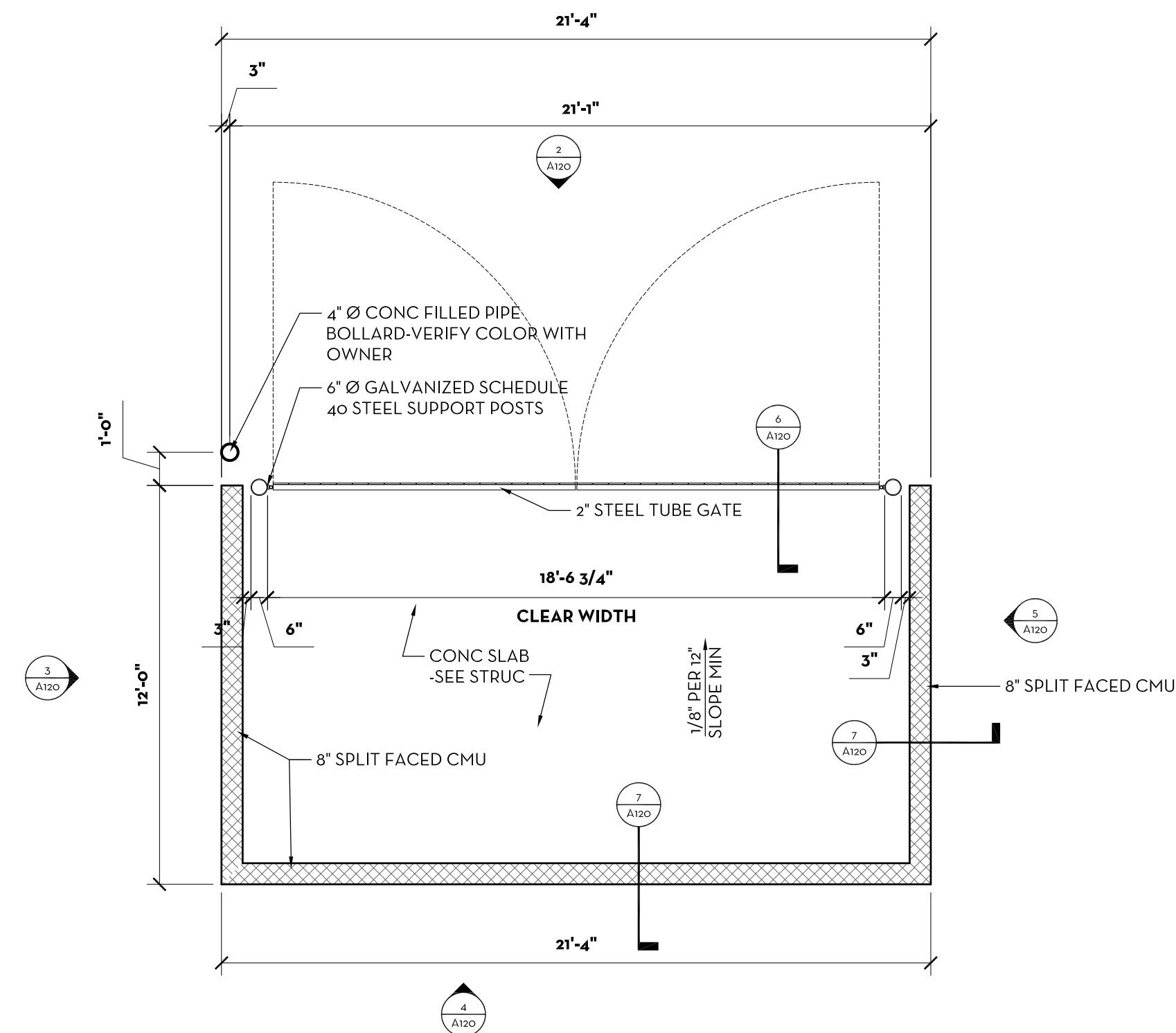
3 AWNING COLOR KEY
SCALE: 1/4" = 1'-0"

PRELIMINARY
NOT FOR
CONSTRUCTION

FREDDY'S FROZEN CUSTARD
 MYL INVESTMENTS, LLC
 GRIMES, IA
 ARCHITECTURAL
 EXTERIOR ELEVATIONS

AWING

A202



BAR IS ONE INCH ON
OFFICIAL DRAWINGS
1"

IF NOT ONE INCH,
ADJUST SCALE ACCORDINGLY

ASPECT
architecture:design

⑤

DRAWN BY: TMD
APPROVED: SLE
JOB DATE: NOV. 04, 2021
JOB NO: 21032

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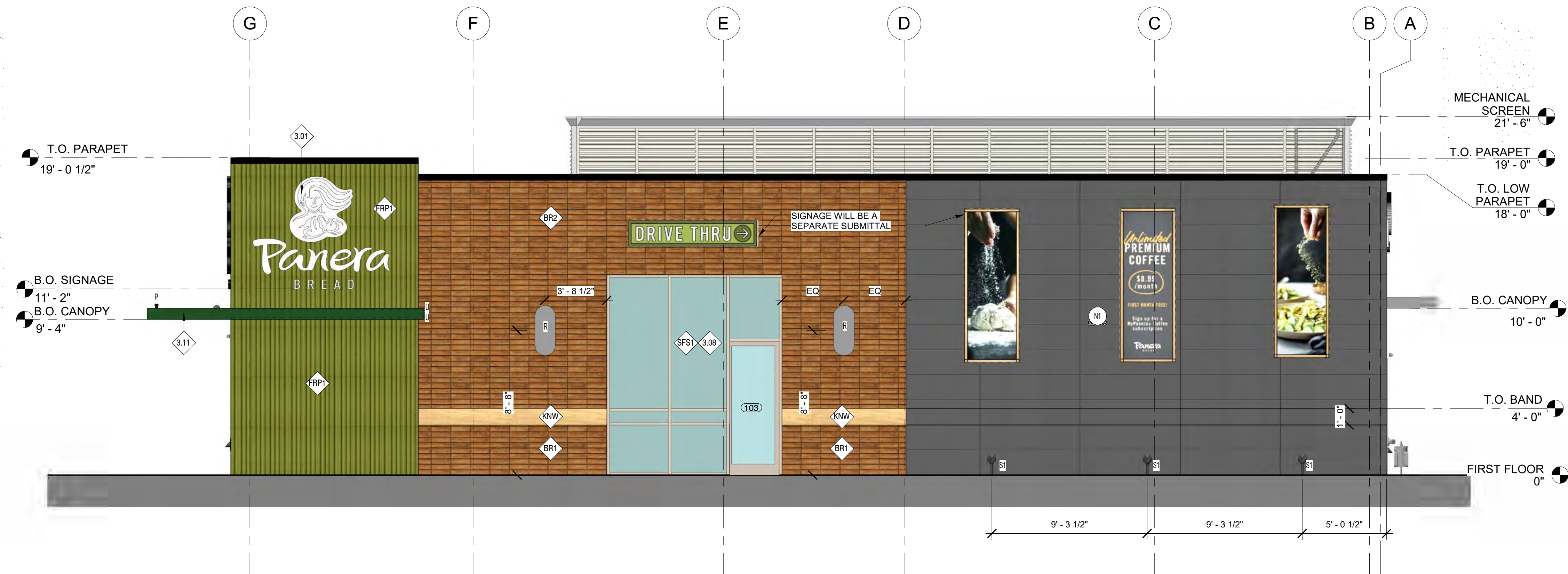
FREDDY'S FROZEN CUSTARD
 MYL INVESTMENTS, LLC
 GRIMES, IA
 ARCHITECTURAL
 TRASH ENCLOSURE PLAN, EXTERIOR ELEVATIONS,
 SECTIONS, AND DETAILS

RAWING

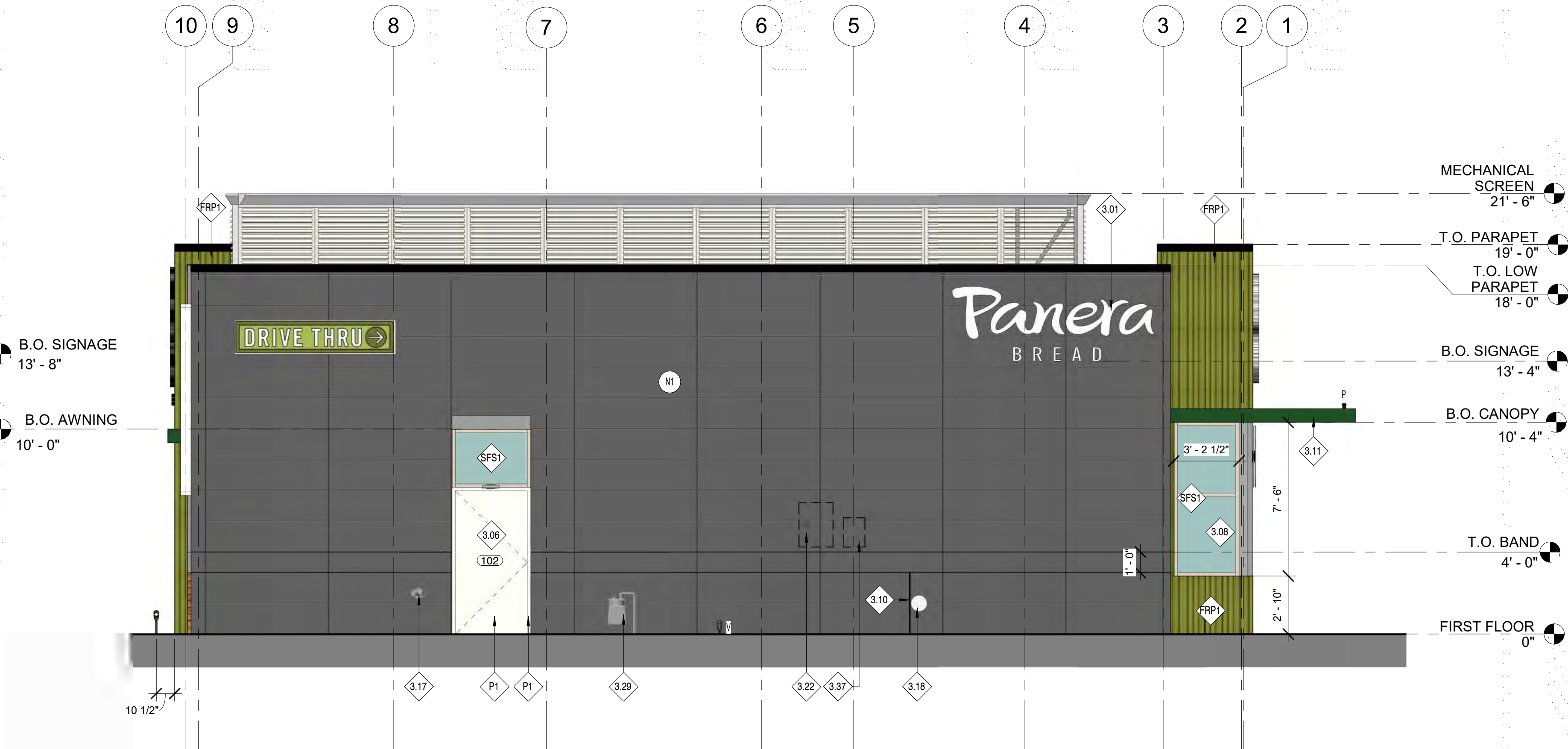
A120

PRELIMINARY
NOT FOR
CONSTRUCTION

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22 RIGHT EXTERIOR - EAST ELEVATION
1/4" = 1'-0"



24 REAR EXTERIOR - NORTH ELEVATION
1/4" = 1'-0"

MATERIAL PERCENTAGES

BR1 = 5%
BR2 = 28%
FRP1 = 19%
KNW = 2%
N1 = 46%

GLAZING = 10%

GENERAL NOTES:

- A. ALL GLAZING TO BE G1 UNLESS NOTED OTHERWISE. FOR STOREFRONT / WINDOW ELEVATIONS SEE SHEET A611.

KEYED NOTES

- 3.01 INTERNALLY ILLUMINATED CLIP LETTERS; PROVIDED AND INSTALLED BY SIGN VENDOR UNDER SEPARATE PERMIT. G.C. TO PROVIDE BLOCKING IN WALL FOR SIGN AND PROVIDE ACCESS PANEL ON BACKSIDE OF PARAPET FOR ACCESS AS REQUIRED. (UNDER SEPARATE SIGNAGE PERMIT).
- 3.06 HOLLOW METAL SERVICE DOOR. REFER TO A601 FOR ADDITIONAL INFORMATION. | PAINT TO MATCH ADJACENT WALL COLOR.
- 3.08 ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLAZING. COLR:TBD. REFER TO SHEET A602 FOR FURTHER INFORMATION.
- 3.10 CONTROL JOINT(S) WHERE INDICATED | PROVIDE SEALANT TO MATCH ADJACENT WALL MATERIAL.
- 3.11 PRE-MANUFACTURED ALUMINUM CANOPY, INSTALLED BY G.C. | SOLID PANEL OVER DOOR AREA(S) | 8" CHANNEL DEPTH. REFER TO WALL SECTIONS FOR ATTACHMENT METHODS. | COLOR: CUSTOM COLOR TO MATCH PMS 2307C.
- 3.17 FIRE DEPARTMENT CONNECTION (FDC) BY LANDLORD
- 3.18 NICKEL BRONZE NOZZLE RWL/OVERFLOW DRAIN THRU ROOF. MIN. 12" ABOVE GRADE. SEE DETAIL 1/A141.
- 3.22 ELECTRICAL SWITCHGEAR CABINETS. REFER TO ELECTRICAL FOR FURTHER INFORMATION INSTALLED BY LL
- 3.29 GAS METER - REFER TO PLUMBING DRAWINGS FOR FURTHER INFORMATION
- 3.37 BUILDING DEMARC - SEE CIVIL AND ELECTRICAL.
- BR1 BRICK, TYPE: THIN BRICK (HORIZONTAL) FINISH:TBD, DIMS.: 3-5/8"W X 3/4"TH X 11-5/8"L.
- BR2 BRICK, TYPE: THIN BRICK (VERTICAL) FINISH:TBD, DIMS.: 3-5/8"W X 3/4"TH X 11-5/8"L.
- FRP1 FIBERGLASS REINFORCED PANEL | SMOOTH TROWEL FINISH | MFR: FORMGLAS | COLOR: TO MATCH PMS 2307 C
- KNW KNOTWOOD CLADDING| COLOR: TBD
- P1 PAINT | EMERALD EXTERIOR ACRYLIC LATEX PAINT MFR: SHERWIN WILLIAMS | COLOR: TBD | FINISH: EGGSHELL
- SFS1 CW-1, "ALUMINUM STOREFRONT | 2" x 6" PROFILE | THERMAL BREAK | COLOR: TBD | 1" CLEAR INSULATED GLAZING: PPG SOLARBAN 70XL (OR APPROVED EQUAL) | REFER TO SHEET A602 FOR ADDITIONAL INFORMATION"
- N1 NICHHA TUFFBLOCK MODERN SERIES - COLOR: PEWTER 17 7/8" H X 71 9/16" L PANEL SIZE (LARGE FORMAT PANELS NOT AVAILABLE IN IA)

MATERIAL PERCENTAGES

FRP1 = 6%
N1 = 92%

GLAZING/DOOR = 7%

Bakery-Cafe:

0000

SYSTEM: NEXT GEN

Project Team:

Design Forum Architects Inc.

2056 Byers Rd
Miamiburg, OH 45342
Tel: (614) 804-7700

Donald J. Rethman
Architect in Charge

Professional Seal:

Project Title:

Bakery Cafe#0000
XXXXX XXXXX RD
GRIMES, IA



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No.	Description	Date
1	Bid Set	03/26/21

EXTERIOR ELEVATIONS

Project Number:

Sheet Number:

PBC009.04

Drawn By:

Author:

Issue Date:

04/26/2021

DPM:

DM:

CPM:

DC

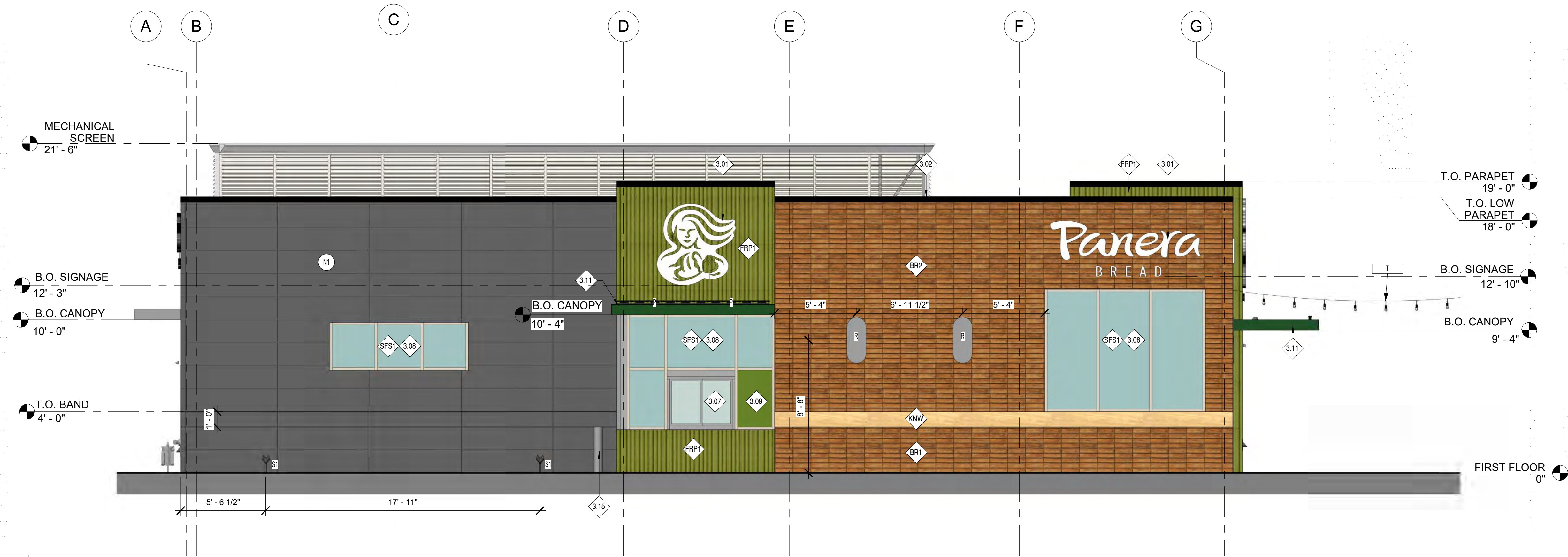
CH

JP

A201

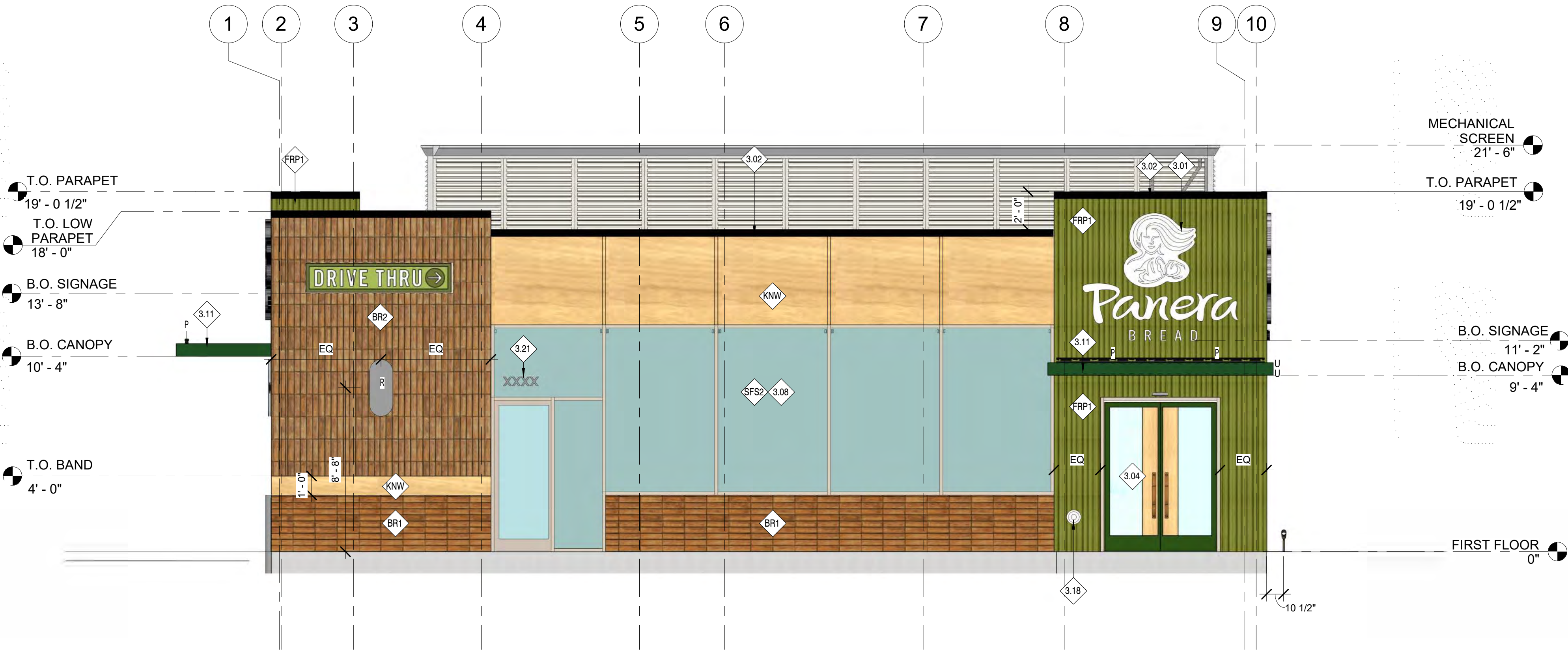
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PR020-02/1



22 LEFT DRIVE THRU EXTERIOR - WEST ELEVATION

1/4" = 1'-0"



24 STOREFRONT EXTERIOR - SOUTH ELEVATION

1/4" = 1'-0"

MATERIAL PERCENTAGES

BR1 = 8%
BR2 = 31%
FRP1 = 13%
KNW = 3%
N1 = 45%

GLAZING = 15%

GENERAL NOTES:

A. ALL GLAZING TO BE G1 UNLESS NOTED OTHERWISE. FOR STOREFRONT / WINDOW ELEVATIONS SEE SHEET A602.

KEYED NOTES

- 3.01 INTERNALLY ILLUMINATED CLIP LETTERS; PROVIDED AND INSTALLED BY SIGN VENDOR UNDER SEPARATE PERMIT. G.C. TO PROVIDE BLOCKING IN WALL FOR SIGN AND PROVIDE ACCESS PANEL ON BACKSIDE OF PARAPET FOR ACCESS AS REQUIRED. (UNDER SEPARATE SIGNAGE PERMIT).
- 3.02 PRE-FINISHED METAL COPING | FINISH:BLACK MATTE, COLOR:#RAL 9005 (49/80350)
- 3.04 MAIN ENTRANCE/EXIT | REFER TO A601 AND A602 FOR ADDITIONAL INFORMATION.
- 3.07 DRIVE-THRU WINDOW | MFR: QUIKSERV | MODEL: FM42E | COLOR TO MATCH STOREFRONT. INSTALLED BY LL.
- 3.08 ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLAZING. COLR:TBD. REFER TO SHEET A602 FOR FURTHER INFORMATION.
- 3.09 BREAK METAL AS REQUIRED. FINISH TO MATCH ADJACENT STOREFRONT SYSTEM.
- 3.11 PRE-MANUFACTURED ALUMINUM CANOPY. INSTALLED BY G.C. | SOLID PANEL OVER DOOR AREA(S) | 8" CHANNEL DEPTH. REFER TO WALL SECTIONS FOR ATTACHMENT METHODS. | COLOR: CUSTOM COLOR TO MATCH PMS 2307C.
- 3.15 6" DIA. CONCRETE BOLLARD | FINISH: PAINT P107 | REFER TO SHEET A014 FOR FURTHER INFORMATION
- 3.18 NICKEL BRONZE NOZZLE RWL/OVERFLOW DRAIN THRU ROOF. MIN. 12" ABOVE GRADE. SEE DETAIL 1/A141.
- 3.21 BUILDING ADDRESS SIGN | VERIFY SIZE, LOCATION, AND STYLE WITH LOCAL FIRE DEPARTMENT
- BR1 BRICK, TYPE: THIN BRICK (HORIZONTAL) FINISH:TBD, DIMS.: 3-5/8"W X 3/4"TH X 11-5/8"L.
- BR2 BRICK, TYPE: THIN BRICK (VERTICAL) FINISH:TBD, DIMS.: 3-5/8"W X 3/4"TH X 11-5/8"L.
- FRP1 FIBERGLASS REINFORCED PANEL | SMOOTH TROWEL FINISH | MFR: FORMGLAS | COLOR: TO MATCH PMS 2307 C
- KNW KNOTWOOD CLADDING| COLOR: TBD
- SFS1 CW-1, "ALUMINUM STOREFRONT | 2" x 6" PROFILE | THERMAL BREAK | COLOR: TBD | 1" CLEAR INSULATED GLAZING: PPG SOLARBAN 70XL (OR APPROVED EQUAL) | REFER TO SHEET A602 FOR ADDITIONAL INFORMATION"
- SFS2 ALUMINUM STOREFRONT | 2" x 4 1/2" PROFILE | THERMAL BREAK | COLOR: TBD | 1" CLEAR INSULATED GLAZING: PPG SOLARBAN 70XL (OR APPROVED EQUAL) | REFER TO SHEET A602 FOR ADDITIONAL INFORMATION
- N1 NICHHA TUFFBLOCK MODERN SERIES - COLOR: PEWTER 17 7/8" H X 71 9/16" L PANEL SIZE (LARGE FORMAT PANELS NOT AVAILABLE IN IA)

MATERIAL PERCENTAGES

BR1 = 18%
BR2 = 27%
FRP1 = 28%
KNW = 27%

GLAZING = 36%

Bakery-Cafe:

0000

SYSTEM: NEXT GEN

Project Team:

Design Forum Architects Inc.

2056 Byers Rd
Miami, OH 45342
Tel: (844) 804-7700

Donald J. Rethman
Architect in Charge

Professional Seal:

Project Title:

Bakery Cafe#0000
XXXXX XXXXX RD
GRIMES, IA



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No.	Description	Date
1	Bid Set	03/26/21

EXTERIOR ELEVATIONS

Project Number:

Sheet Number:

PBC009.04

Drawn By:

CHANGEUP

Issue Date:

04/26/2021

DPM:

DC

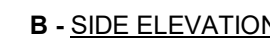
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CH

CPM:

JP

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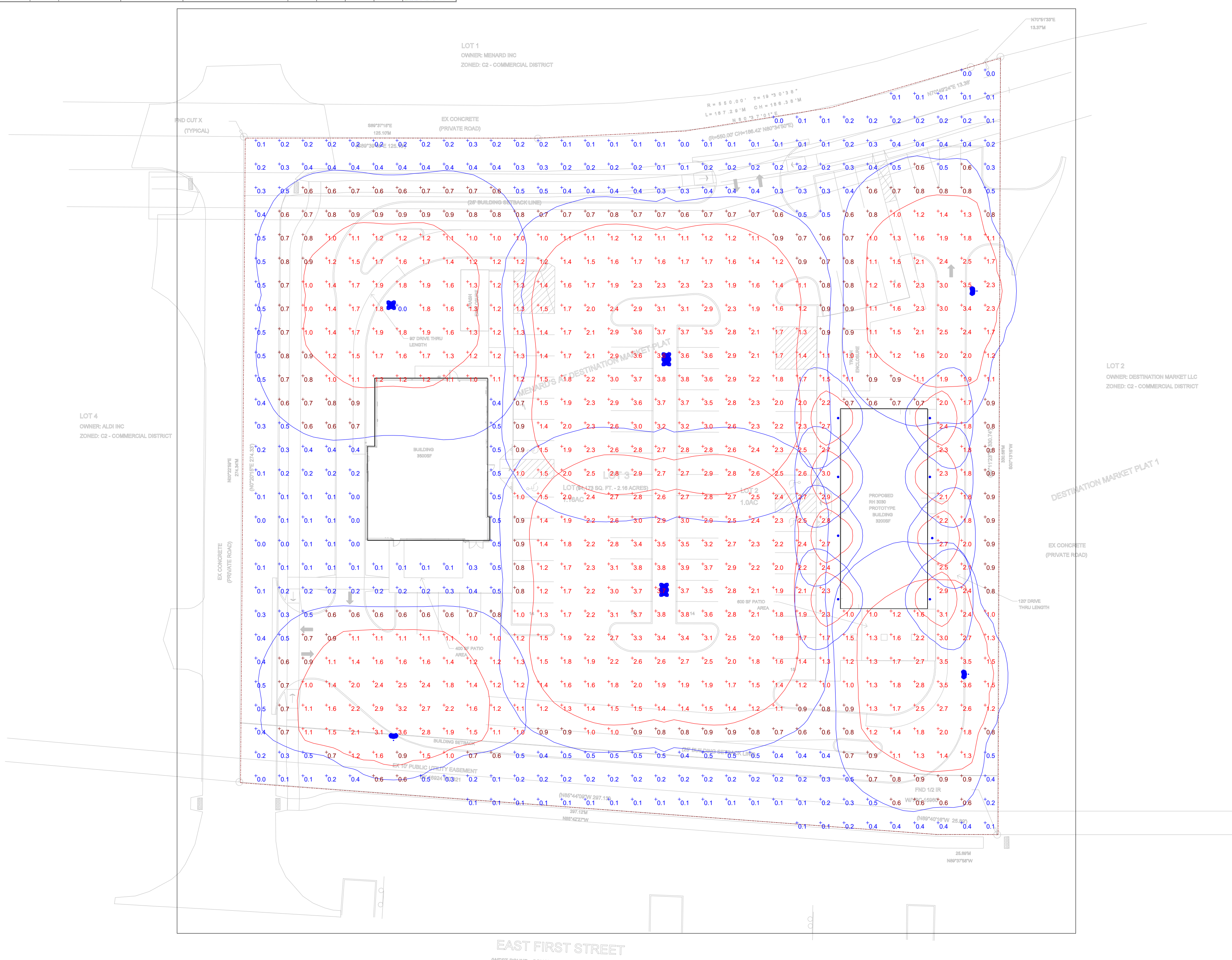


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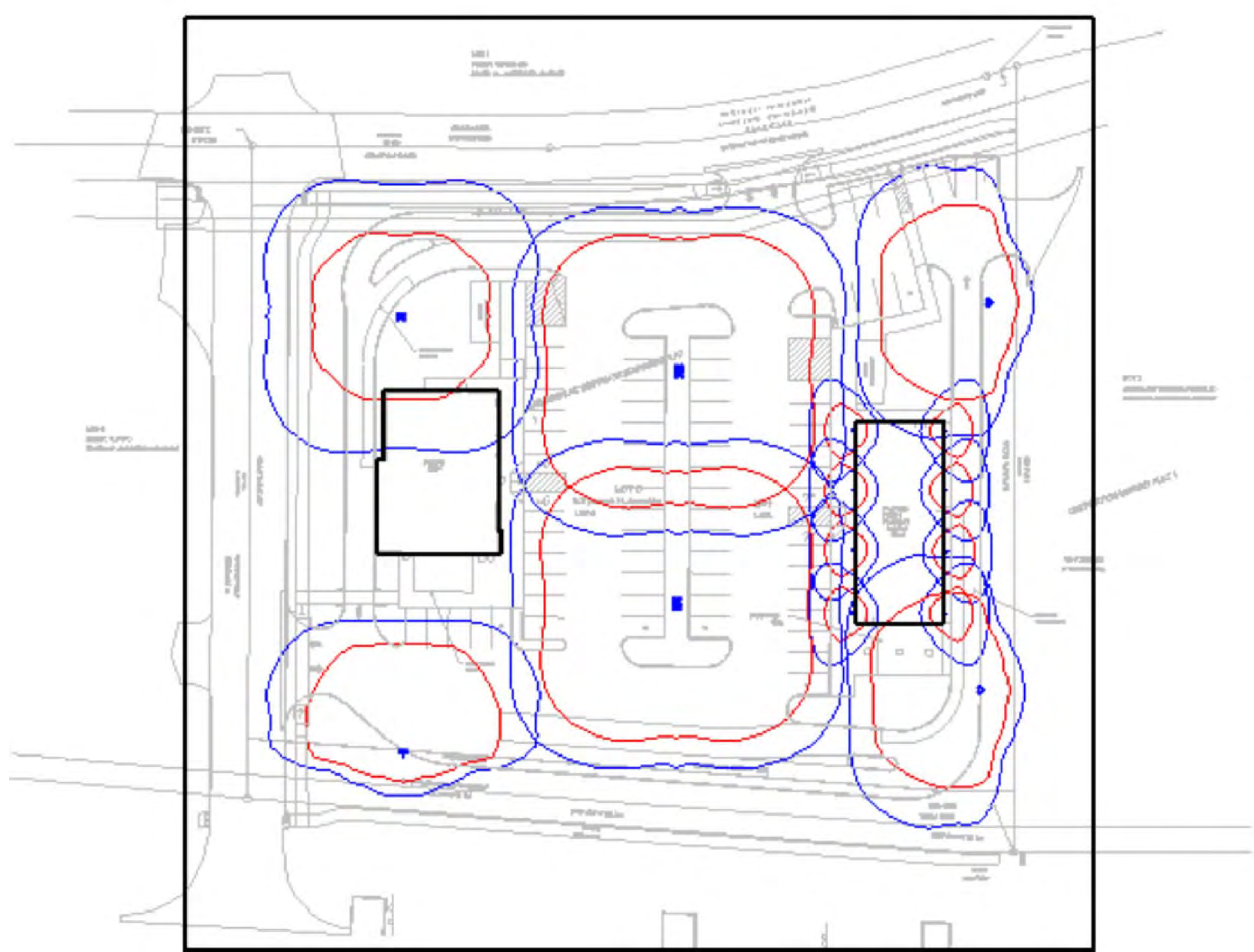
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4	D	ft-cd	1	LED	LED	LED	1	1	1	1	1

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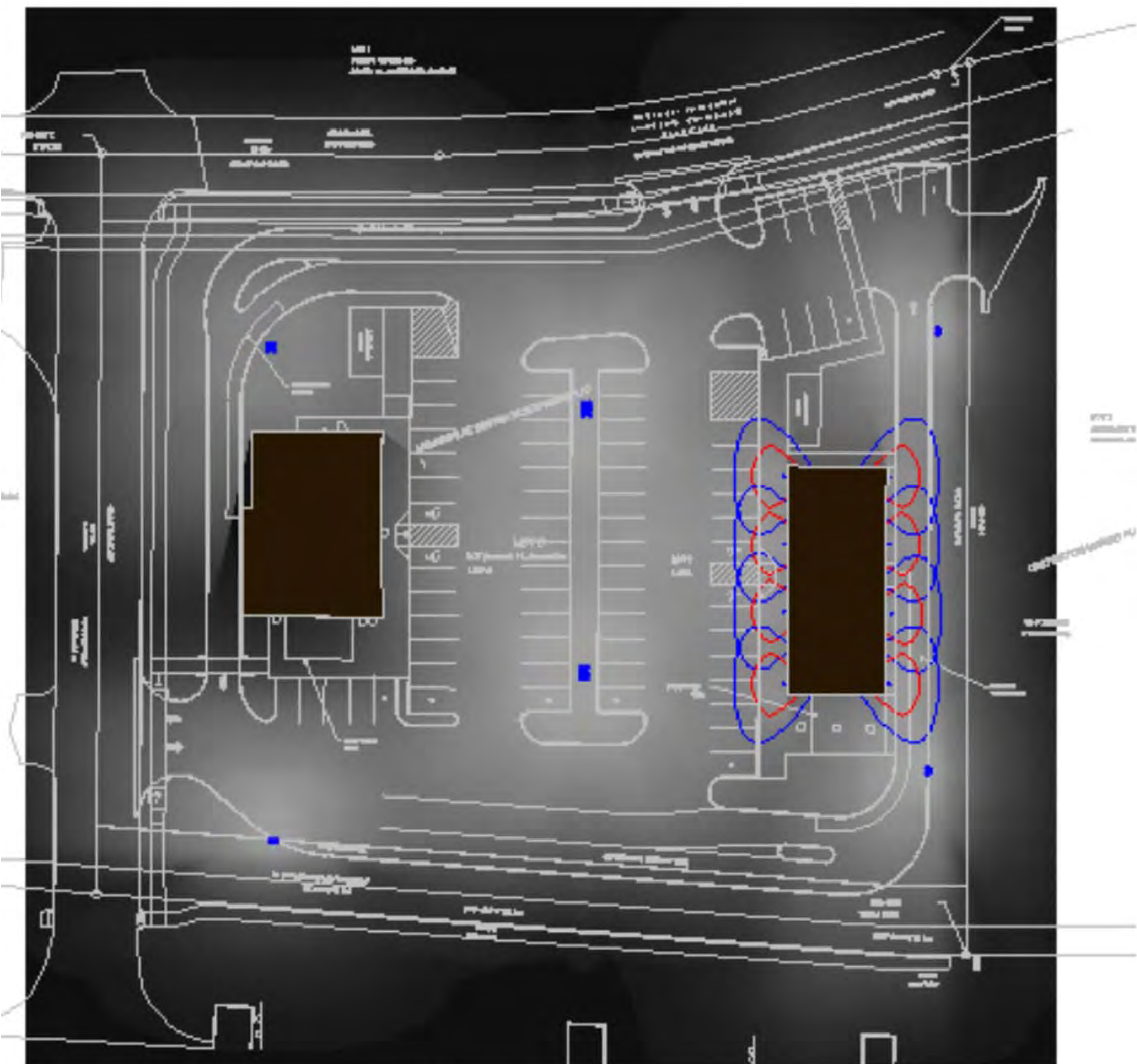
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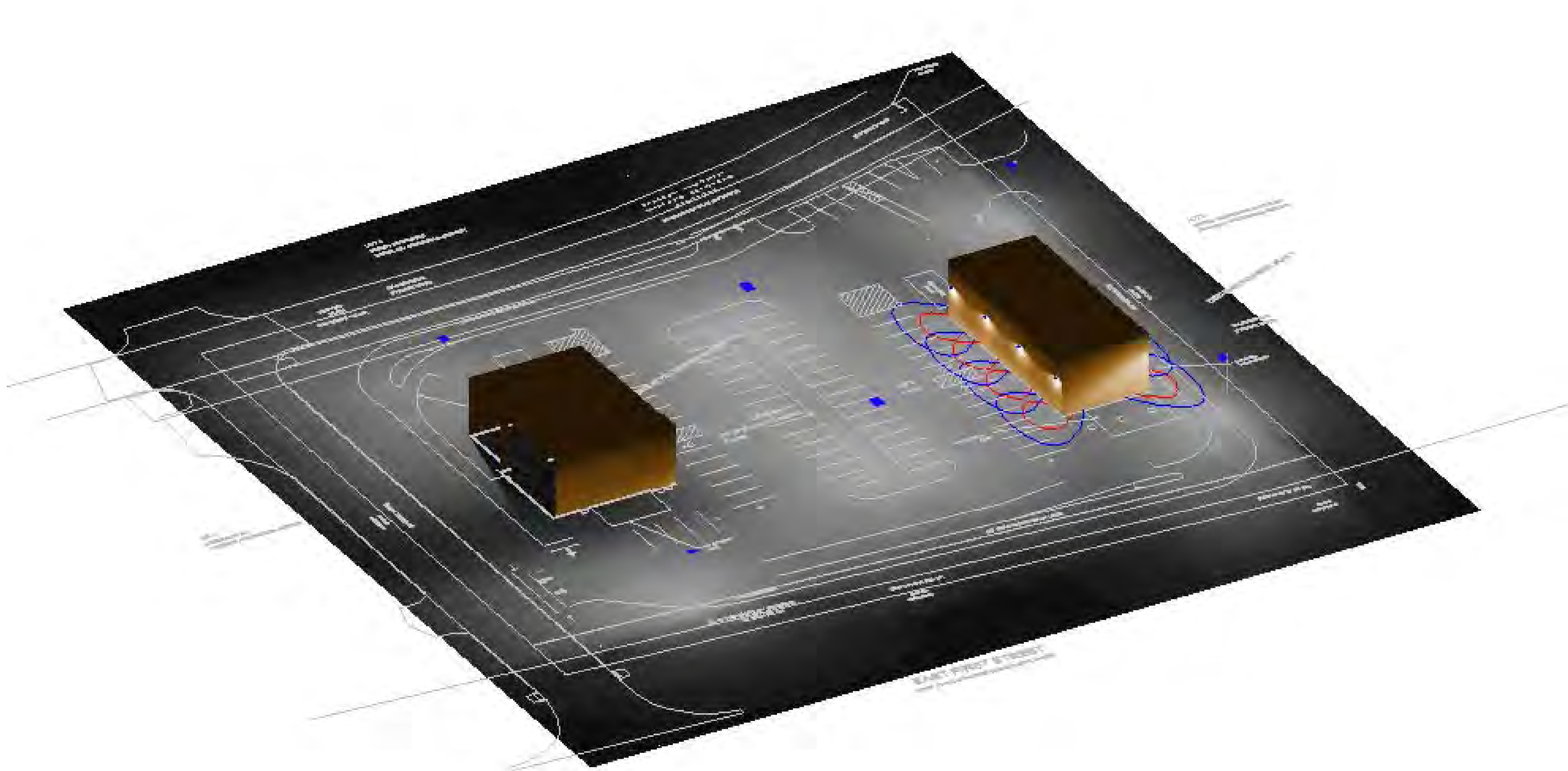
Plan View
Scale - 1" = 30'



View #1



View #3



View #4

