

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 | Eric Johansen, Andy Borcharding,
David Gisch, Ryan Burger, Laurie DePhillips

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 Meeting April 23, 2024 In Person at Grimes Community Center, 410 SE Main Street

The public is welcome and encouraged to attend City Council meetings.

Public Comment: If you would like to address the City Council during the Public Comment portion of the meeting, please use the sign-up sheet upon arrival. Participants must be recognized by the presiding officer and must state their full name and address before addressing the City Council. The Mayor will recognize you for 3 minutes of comment. 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 about attending the meeting, please call: 515-986-3036

Meetings will be recorded

AGENDA ITEMS FOR APRIL 23, 2024, AT 5:30 PM AT GRIMES COMMUNITY CENTER

1. Call to Order
Pledge of Allegiance
2. Roll Call
3. Approval of Agenda
4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Resolution 04-2824 Minutes approval from previous meeting
 - B. Resolution 04-2924 Claims Report \$1,874,163.57
 - C. Resolution 04-3024 Approving Bills and Quotes over \$10,000
 - D. Resolution 04-3124 Approving State of Iowa Alcohol Licenses
 - a. Grimes Liquor Shop: 3600 SE Crossroads Dr. Suite A– Class E Retail Alcohol License
 - b. Aldi Inc #109: 2055 E. 1st Street - Class C Retail Liquor License
 - c. Cloud Wine-409 NW Sunset Lane- Special Class C Retail Alcohol License

- d. Paddock Lounge- 1350 SE Gateway Dr. Special Class C Retail Alcohol License
- E. Resolution 04-3224 Approving Payments for Professional Services
 - a. Pay Request #18 Civil Design Advantage - GrimesPlex \$27,524.85
 - b. Pay Request #11 Foth Infrastructure & Environment, LLC - SE/SW 19th Street Sanitary Sewer Extension \$8,700.62
 - c. Pay Request #17 McClure Engineering Company - North Jordan Well Repairs \$1,755.00 (Insurance)
 - d. Pay Request #19 McClure Engineering Company - Phase 1A Water System Improvements \$27,983.33
 - e. Pay Request #7 MSA Professional Services, Inc. - SE Little Beaver Dr. and SE 4th Thru 6th Sts. Water Main \$3,663.99
- F. Resolution 04-3324 Approving Capital Project Payment Requests
 - a. Pay Request #6 Absolute Concrete Construction, Inc. - S James Street and SE 11th Street Improvements \$297,055.02
 - b. Pay Request #1 Jackson Creek Enterprises, L.C. - SE Little Beaver, 4th, 5th & 6th Water Main \$60,975.27
 - c. Pay Request #9 (Retainage) Redbud Landscaping, LLC - Kennybrook Wetland (Landscaping) \$3,497.57
 - d. Pay Request #13 (Retainage) Redbud Landscaping, LLC - Native Vegetation Enhancements in Storm Water Treatment Facilities \$1,629.55
 - e. Pay Request #15 S.M. Hentges & Sons, Inc. - WRA Grimes Connector - Contract 2 \$49,550.00
- G. Resolution 04-3424 Approving Change Orders
 - a. Change Order #1 Jackson Creek Enterprises, L.C. - SE Little Beaver, 4th, 5th, & 6th Water Main - Increasing \$4,190.00
 - b. Change Order #1 Iowa Sports Turf - GrimesPlex Batting Cages & Bullpens - Increasing \$3,429.65
- H. Resolution 04-3524 Setting the Time and Place for a Public Hearing on the Second Amendment to the Fiscal Year 2023-2024 Budget for May 14, 2024
- I. Resolution 04-3624 Accepting the Native Vegetation Enhancements in Storm Water Treatment Facilities
- J. Resolution 04-3724 Accepting the Kennybrook Wetland (Landscaping)
- K. Resolution 04-3824 Approving a Professional Services Agreement with MSA Professional Services, Inc. for the SE Little Beaver Dr. and SE 4th Thru 6th Streets Reconstruction and Patching
- L. Resolution 04-3924 Approving repairs to Well No. 101
- M. Resolution 04-4024 Approving Professional Services Agreement - Grimes Public Administration Building Construction Manager Services - The Weitz Company
- N. Resolution 04-4124 Approving Professional Services Agreement - Grimes Public Administration Building Owners Representative Services - Sidekick Development
- O. Resolution 04-4224 Approving Personnel Transactions

- P. Resolution 04-4324 Splashpad access control
 - Q. Resolution 04-4424 Splashpad security camera
 - R. Resolution 04-4524 Approving Fiscal Year 2023-2024 Spring Transfers
5. **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.

- 1. Ordinance 787 Amending Grimes Code of Ordinances Title 8 Public Ways and Properties, Title 11 Building Regulations, and Title 13 Subdivision Regulations
 - A. Public Hearing on Ordinance 787 Amending Grimes Code of Ordinances Title 8 Public Ways and Properties, Title 11 Building Regulations, and Title 13 Subdivision Regulations
 - B. 1st Consideration of Ordinance 787 Amending Grimes Code of Ordinances Title 8 Public Ways and Properties, Title 11 Building Regulations and Title 13 Subdivision Regulations
- 2. Ordinance 788 Amending the Meadows Planned Unit Development
 - A. Public Hearing on Proposed Ordinance 788 Amending the Meadows Planned Unit Development
 - B. 1st Consideration of Ordinance 788 Amending the Meadows Planned Unit Development
- 3. Legacy at James Street Lot 4 Site Plan
- 4. City of Grimes Budget Fiscal Year 2024-2025
 - A. Public Hearing on City of Grimes Budget Fiscal Year 2024-2025
 - B. Resolution 04-0424 Approving City of Grimes Annual Budget Fiscal Year 2024-2025
- 5. Resolution 04-4624 Authorizing and Approving a Loan Agreement, Providing for the Sale and Issuance of General Obligation Corporate Purpose Bonds, Series 2024A, and Providing for the Levy of Taxes to Pay the Same
- 6. 19th Street Sanitary Sewer Connection Fee District
 - A. Public Hearing on Proposed Ordinance Amending Title 13-3 Adding the 19th Street Sanitary Sewer Connection Fee District
 - B. 1st Consideration of Ordinance Amending Grimes Code of Ordinances Title 13-3 Connection Fees adding the 19th Street Sanitary Sewer Connection Fee District

ADJOURNMENT

RESOLUTION 04-2824 APPROVING THE GRIMES CITY COUNCIL MINUTES

Grimes Resolution No. 04-2824

WHEREAS, the City Clerk shall keep minutes of all City Council meetings;

WHEREAS, the minutes according to Iowa Code Section 21.3 are required to show the date, time and place, the members present, and the action taken at each meeting.

WHEREAS, the minutes shall show the results of each vote taken and information sufficient to indicate the vote of each member present;

WHEREAS, Iowa Code Section 372.13(6) requires that within 15 days following a regular or special meeting the Council, the clerk shall cause the minutes to the proceedings of the Council, including the total expenditure from each city fund, to be published in a newspaper of general circulation in the city.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, recommend approval of the attached (Exhibit A) minutes.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

CITY COUNCIL MEETING

Tuesday, April 9, 2024

The Grimes City Council Public Hearing on Proposed Property Tax Levy Fiscal Year 2024-2025. was held in-person and via Zoom. The meeting was called to order by Mayor Mikkelsen, April 9, 2024, at 5:30 p.m. 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 via Zoom, Council Members- Eric Johansen, Andrew Borcharding, David Gisch, Laurie DePhillips, Ryan Burger.

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda for the Public Hearing on Proposed Property Tax Levy Fiscal Year 2024-2025.

Moved by Johansen, Second by Burger, to approve the agenda.

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

PUBLIC HEARING

Finance Director Marcia Woodke provided an overview of the Proposed Property Tax Levy Fiscal Year 2024-2025. Woodke said that changes in Iowa Code require the City to hold this Public Hearing on the proposed tax levy rate. Woodke said information on the proposed tax rate showing current, effective, and proposed tax levies and property tax dollars has been provided to the City, County and School District. Woodke noted the proposed rate the Council has incorporated for fiscal year 2024 lowers the City's levy rate by just over \$.23035/\$1,000 of taxable value. She added that this rate provides an additional \$1,151,806 to the city for fiscal year 2025. Woodke said these additional dollars will be used for debt service to pay for capital projects as well as a 28% increase in Fire and EMS services.

Mayor Mikkelsen opened the Public Hearing on the Proposed Property Tax Levy Fiscal Year 2024-2025 at 5:34. Being no written or public comment, Mayor Mikkelsen closed the Public Hearing at 5:34.

ADJOURN

Motion by Johansen, Second by Borcharding to Adjourn.

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

The Grimes City Council Regular Meeting was held in-person and via Zoom. The meeting was called to order by Mayor Mikkelsen, April 9, 2024, at 5:35 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.

ROLL CALL

Present: Mayor Scott Mikkelsen via Zoom, Council Members- Eric Johansen, Andrew Borcharding, David Gisch, Laurie DePhillips, Ryan Burger.

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.

Moved by Johansen, Second by Burger, to approve the agenda.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

CONSENT AGENDA

A. Resolution 04-0124 Minutes Approval from Previous Meeting B. Resolution 04-0224 Claims Report \$1,784,689.30 C. Resolution 04-0324 Approving Bills and Quotes over \$10,000 D. Filing and Receiving of Reports E. Finance Report for March F. Resolution 04-0524 Setting the Public Hearing Date for the Fiscal Year 2024- 2025 Budget for April 23, 2024, G. Resolution 04-0624 Approving a Senior Bond Issuance Certificate of Wastewater Reclamation Authority (WRA) Participating Community H. Resolution 04-0724 Approving Personnel Transactions I. Public Works 2023 Annual Report J. Resolution 04-0824 Renewing Contract of Cemetery Lawn Care Services and Chemical Application K. Resolution 04-0927 Approving Fundraising Events for New Library Project in the Parking Lot of Grimes Public Library L. Resolution 04-1024 Accepting Public Improvements in Destination Ridge Plat 7 M. Resolution 04-1124 Approving State of Iowa Alcohol Licenses a. Casey's General Store #2520: 206 E. 1st Street- Class E Retail Alcohol License b. Spirits Liquor-1: 109 E. 1st Street- Class E Retail Liquor License N. Resolution 04-1224 Accepting the SE Jacob Street Reconstruction and Storm Sewer O. Resolution 04-1324 Ordering Construction of the NW County Line Road Water Main and Fixing a Date for Hearing Thereon and Taking of Bids Therefor P. Resolution 04-1424 Approving Capital Project Payment Requests a. Pay Request #11 (Retainage to be paid in accordance with contract terms and Iowa Code Chapter 573) Reilly Construction - SE Jacob Street Reconstruction & Storm Sewer \$34,354.55. b. Pay Request #3 S.M. Hentges & Sons - SE/SW 19th Street Sanitary Sewer Extension \$558,791.24 c. Pay Request #4 Preload, LLC - Ground Storage Reservoir \$97,523.20 d. Pay Request #1 Traffic Control Corp. - Traffic Signal Communication Network \$167,664.50 Q. Resolution 04-1524 Approving Asbestos Abatement Bid at 309 E. 1st Street R. Resolution 04-1624 Approving the Bid to Demolish 309 E. 1st Street S. Resolution 04-1724 Approving the Waterworks Park Splash Pad Rules T. Resolution 04-1824 approving the Grimes Farmers Market Agreement U. Resolution 04-1924 approving the GrimesPlex sponsorship agreement concession buildings between the City of Grimes and Destination Grille V. Resolution 04-2024 approving the lease agreement between the City of Grimes and Polk County for the use of the Grimes Community Complex as a senior meal site W. Resolution 04-2124 Resolution setting the date for sale of General Obligation Corporate Purpose Bonds, Series 2024A and authorizing the use of a preliminary official statement in connection therewith X. Resolution 04-2224 Approving Change Orders a. Change Order #3 S.M. Hentges & Sons - SE/SW 19th St. Sanitary Sewer Extension Increasing \$37,733.28 b. Change Order #4 S.M. Hentges & Sons - WRA Grimes Connector - Contract 2 Increasing \$98,666.00 c. Change Order #10 Van Maanen Electric Inc. Increasing the Contract \$5,500.69 Y. Resolution 04-2324 Approving Payments for Professional Services a. Pay Request #17 Civil Design Advantage - GrimesPlex \$39,487.49 b. Pay Request #4 McClure Engineering Co. - SE 41st St. & SE Park Dr. Extension \$34,256.30 c. Pay Request #64 Veenstra & Kimm, Inc. - WRA Grimes Connector \$21,265.18 d. Pay Request #7 Snyder & Associates - Iowa Highway 44 Trail Extension \$3,734.03 e. Pay Request #17 Snyder & Associates - NE Destination Dr. & NE Beaverbrooke Blvd. Improvements \$6,975.76 Z. Resolution 042424 Approving Street Closing for The Repair Companies Shop Auto Show During Governor's Days AA. Resolution 04-2524 Final Acceptance of Prime Contractor - Forrest & Associates, Inc for the New Grimes Public Library Project BB. Resolution 04-2624 Resolution approving equipment transactions pursuant to FY24 budget CC. Resolution 04-2724 Setting a Public Hearing on the Proposed Amendment to the Grimes Urban Renewal Area.

Motion by Johansen, Second by Gisch, to approve the Consent Agenda.

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

PUBLIC FORUM - None

PUBLIC AND COUNCIL AGENDA ITEMS

1. Ordinance 786 Amending Fees Charges Under Grimes Code of Ordinances Section 9-15-6 (1) for Collection of Recyclable Materials, and Section 9-13-9 (1) for Collection of Solid Waste Effective July 1, 2024.

Finance Director Marcia Woodke provided details of the upcoming fee rates from Metro Waste for recycling and Garbage collections. Woodke noted the increase on the total bill would come to \$4.30 for each household with one cart.

1.a. Second Reading of Ordinance 786 Amending Fees Charged Under Grimes Code of Ordinances Section 9-15-6 (1) for Collection of Recyclable Materials, and Section 9-13-9 (1) for Collection of Solid Waste Effective July 1, 2024

Motion by Gisch, Second by Burger, to Approve the Second Reading of Ordinance 786 Amending Fees Charged Under Grimes Code of Ordinances Section 9-15-6 (1) for Collection of Recyclable Materials, and Section 9-13-9 (1) for Collection of Solid Waste Effective July 1, 2024.

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

Motion by Gisch, Second by Borcharding, to Waive the Third Reading of Ordinance 786 Amending Fees Charged Under Grimes Code of Ordinances Section 9-15-6 (1) for Collection of Recyclable Materials, and Section 9-13-9 (1) for Collection of Solid Waste Effective July 1, 2024.

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

Motion by Gisch, Second by Borcharding, to pass the Final Reading of Ordinance 786 Amending Fees Charged Under Grimes Code of Ordinances Section 9-15-6 (1) for Collection of Recyclable Materials, and Section 9-13-9 (1) for Collection of Solid Waste Effective July 1, 2024.

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

ADJOURN

There being no further business the meeting was adjourned at 5:43 p.m.

Motion by Gisch, Second by Johansen to adjourn.

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

ATTEST:

Jake Anderson, City Clerk

Scott Mikkelsen, Mayor

RESOLUTION 04-2924 APPROVING AND AUTHORIZING EXPENDITURES

Grimes Resolution No. 04-2924

WHEREAS, the Finance Department prepares a list of authorized expenditures to be approved by the Grimes City Council

WHEREAS, the attached (exhibit A) has been reviewed as being justified and properly due and made in accordance to city guidelines.

WHEREAS, the listing has been prepared and reviewed by the Finance Department Staff and is being submitted to the City Council for approval.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, to recommend approval of the attached (Exhibit A) expenditures.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

City of Grimes Claims 4.23.24

IMPACT7G	GRANT WRITING	\$	3,580.00
D&K PRODUCTS	FIELD MARKING CHALK/TURF CHEMICALS	\$	6,294.70
ABSOLUTE CONCRETE	S JAMES/SE 11TH ST IMPVMT #6	\$	297,055.02
A KINGS THRONE LLC	PORTABLE RESTROOMS	\$	1,048.30
AMERICAN FENCE COMPANY	BATTING CAGE HINGE	\$	18.90
ALLENDER BUTZKE ENGINEERS	GEOTECHNICAL EXPLORATION-FD	\$	8,240.00
BAKER & TAYLOR	LIBRARY MATERIALS	\$	2,083.27
BANKERS TRUST COMPANY	CONFERENCES/TESTING/SUPPLIES	\$	9,665.83
BLACK HILLS ENERGY	GAS	\$	1,337.22
BDI SIGNS	DRY ERASE BOARD-GRIMESPLEX	\$	1,039.50
BOMGAARS	TOOLS/SUPPLIES/CLOTHING-PW/PARKS	\$	2,033.32
BROCKWAY MECHANICAL	GCC ROOF REPAIRS	\$	383.46
CDW GOVERNMENT, INC.	RACKMOUNT UPS/SENSOR/CAMERA	\$	8,088.75
CAPITAL CITY EQUIP. CO.	S-501 SUPPLIES-LOCKS	\$	267.86
CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES - LIB	\$	295.52
CITY OF JOHNSTON	28E FIRE/AMB MONTHLY APR/MAY 2024	\$	496,408.00
CITY OF DES MOINES	WRA MAY 2024	\$	200,119.20
CIVIL DESIGN ADVANTAGE	GRIMESPLEX PAYMENT #18	\$	29,649.35
CLIVE POWER EQUIPMENT	POWER BROOM-GRIMESPLEX	\$	564.98
COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	1,378.42
CORE & MAIN	WATER CHEMICALS/SUPPLIES	\$	393.79
DEMCO	LAMINATION/OFFICE SUPPLIES-LIB	\$	456.06
DES MOINES STAMP MFG CO.	ENGRAVED PLATE - DS	\$	50.00
DOORS, INC.	MEETING ROOM DOOR SERVICE-LIB	\$	120.00
CFI SALES	S307 TIRES FOR HOTBOX	\$	1,203.77
GRAINGER	PALLET RACK/JACK/SUPPLIES-PW/GP	\$	5,149.98
HAWKEYE TRUCK EQUIPMENT	S204 SUPPLIES-GAUGE	\$	24.00
HILLYARD	SUPPLIES - PW/GCC/GP	\$	2,846.52
HOOPLA	LIBRARY MATERIALS	\$	1,778.44
STATE HYGIENIC LABORATORY	WATER TESTING	\$	33.00
IOWA ASSN OF MUNICIPAL UTILITIES	SGCIS APR-JUN 2024 SAFETY TRAINING	\$	5,592.62
IOWA DEPT OF REVENUE	MAR2024 WH/WATER/EXCISE/SALES TAX	\$	18,970.46
IPERS	IPERS- REGULAR	\$	65,025.43
HEID CHERYL	PLA CONF TRAVEL REIMBURSEMENT	\$	140.91
KLEENER IMAGE, INC.	RIVER ROCK-ROW AFTER VALVE REPLCMT	\$	42.40
KLINE ELECTRIC INC	LIGHT FIXTURE REPAIRS-GCC/SWITCH-PW	\$	4,109.63
LEAF	COPIER CONTRACT - PARKS	\$	87.72
WOODKE MARCIA	CONFERENCE MILEAGE REIMBURSEMENT	\$	24.12
LIBERTY READY MIX	CONCRETE FOR SOUTH COMPLEX	\$	2,042.00
LOGAN CONTRACTORS SUPPLY	CONCRETE SUPPLIES	\$	744.22
LOGOED APPAREL & PROMOTION	CLOTHING-FEICK/COX/SAFETY - PW	\$	521.82
MAIL SERVICES	UB MONTHLY SERVICE/REMINDERS	\$	3,555.64
METRO WASTE AUTHORITY	DUMPSTER DISPOSAL	\$	257.20

MACQUEEN EQUIPMENT	STREET SWEEPER MAINTENANCE	\$	5,924.38
MIDWEST WHEEL COMPANIES	S304 TRAILER LIGHTS	\$	37.50
MUNICIPAL SUPPLY, INC.	METERS/GASKET/LOCK LID	\$	16,929.25
O'REILLY AUTO PARTS	R411 BATTERY	\$	161.28
ONESOURCE BACKGROUND CHECK	BACKGROUND CHECKS	\$	418.00
TRUE VALUE	PARTS - WATER SUPPLIES	\$	23.67
PLASTIC RECYCLING	GRIMESPLEX POND-BENCH/TRASH CAN	\$	2,190.92
RACO INDUSTRIES	BACKUP ALARM MONITORING 6/22-6/23	\$	450.00
SITEONE LANDSCAPE SUPPLY	STRAW NET S 19TH/ISLAND	\$	152.56
CINTAS CORPORATION	GCC AED LEASE 3/31/24	\$	250.00
ULINE	GLOVES/DOME MIRROR/PAINT DRUM	\$	912.04
VERIZON WIRELESS	CELL PHONES/HOT SPOTS - PW/DS	\$	552.05
VAN WALL EQUIPMENT	ZERO TURN OIL/FILTERS	\$	433.14
WRIGHT OUTDOOR SOLUTIONS	INTERIOR PLANTS - LIB	\$	3,631.22
ELM USA	DISC BUFFER - LIB	\$	25.00
CENTURY LINK	4/10-5/9/24 PHONE SERVICE	\$	1,675.15
INFOMAX OFFICE SYSTEMS	COPIER CONTRACT APRIL - LIB	\$	578.76
EFTPS	FED/FICA TAX	\$	88,533.71
KANOPY INC	LIBRARY MATERIALS	\$	50.00
CSG FORTE PAYMENTS, INC	CREDIT CARD FEES	\$	4,765.85
FIK ERIK	NPELRA CONF PER DIEM/SUBCRIP REIMB	\$	785.37
PFALTZGRAFF ALEX	NATIONAL PLANNING CONF 24 PER DIEM	\$	355.50
DES MOINES ASPHALT	DIRT DUMP FEE	\$	125.00
MENARDS	TOOLS/BATTERY/SUPPLIES-PW/PARKS/GP	\$	986.46
MCCLURE ENGINEERING	WATER SYS IMPROV PHASE 1A #19	\$	27,983.33
BULK TRANSPORT CO EAST	DELIVERY OF LIME	\$	2,382.79
VOYA	DEFER COMP PRE	\$	3,066.92
FOTH INFRASTRUCTURE	SE 19TH ST SANITARY SW EXT #11	\$	8,700.62
AIG	DEFER COMP ROTH	\$	882.50
HORACE MANN	DEFER COMP ROTH	\$	500.00
MASSMUTUAL	DEFER COMP PRE	\$	2,268.00
NILLES ASSOCIATES	TOPOGRAPH SURVEY-156TH/250TH/LEGACY	\$	5,825.00
LUMEN CENTURY LINK	3/12-4/11/24 PHONE SERVICE	\$	170.28
MSA PROFESSIONAL SERVICES	SE LTL BEAV/4TH-6TH MAIN #7	\$	3,663.99
REDBUD LLC	KENNY LANDSCP9/NATIVE VEG13- RETAIN	\$	5,127.12
ACME TOOLS	WATER TOOLS - PW	\$	390.69
SCENTAIR TECHNOLOGIES	GCC IONIZATION	\$	1,082.00
RENEWABLE ENERGY GROUP	FUEL-PW/DS/PARKS/FD	\$	5,236.60
EBS	MAY PREMIUMS	\$	62,018.85
ROTARY CLUB OF WEST POLK CO	QUARTERLY DUES/MEALS-ANDERSON	\$	390.00
MUSCO SPORTS LIGHTING	LASER GRADING - N/S COMPLEX	\$	1,800.00
THE WEITZ COMPANY	PRECONSTRUCTION SERVICES-FD	\$	25,400.00
CITY OF GRIMES FLEX	EMPLOYEE FLEX SPENDING	\$	2,433.08
S.M. HENTGES & SONS INC	WRA CONNECTOR CONTRACT 2 #15	\$	49,550.00

CIT SEWER SOLUTIONS	CLEANING & TELEVISIONING PMNT #2	\$ 53,215.98
INSTITUTE FOR TRANSPORTATION	DTIMS ANNUAL MAINT/MGMT/TRAINING	\$ 1,125.00
USDA APHIS WILDLIFE SVC	BEAVER RELOCATION	\$ 75.01
HEARTLAND BUSINESS	ARUBA SWITCH/LICENSES/OFFICE 365	\$ 15,016.00
IOWA POND GUY LLC	HERITAGE PARK FOUNTAIN INSTALL	\$ 275.00
CITY OF GRIMES HSA	EMPLOYEE FLEX SPENDING	\$ 715.34
AMAZON	SUPPLIES-PW/IT/PARKS/LIB/DS	\$ 1,927.59
SVPA ARCHITECTS	TOPOGRAPHIC SURVEY-FIRE STATION	\$ 22,038.15
MIDWEST TURF SUPPORT LLC	TURF CHEMICALS	\$ 2,298.00
MANNEL MOLLY	NATIONAL PLANNING CONF 24 PER DIEM	\$ 355.50
LIBRARY MARKET	LIBRARY DATABASE	\$ 1,500.00
PLAYAWAY PRODUCTS	LIBRARY MATERIALS	\$ 54.14
MARTIN EVANN	NATIONAL PLANNING CONF 24 PER DIEM	\$ 355.50
DANIELS FILTER SERVICE	LIFT STATION FILTERS	\$ 67.92
FIRST CHOICE COFFEE	COFFEE RENTAL/SUPPLIES - LIB	\$ 2,107.59
JACKSON CREEK ENTERPRISES	SE LTL BEAV/4TH-6TH MAIN #1	\$ 60,975.27
DRAPER BRETT	SURVEY FEE RETURN	\$ 400.00
MERCHANTS BONDING COMPANY	INSURANCE PREMIUM 3/24-3/2027	\$ 710.00
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	\$ 189,411.67
	CLAIMS TOTAL	\$ 1,874,163.57
	GENERAL FUND	\$ 700,949.17
	LIBRARY FUND	\$ 44,803.04
	ROAD USE TAX FUND	\$ 26,281.01
	EMPLOYEE BENEFITS FUND	\$ 164,197.71
	CP - GRIMES COMMUNITY COM FUND	\$ 14,205.48
	KENNYBROOK PK WQI IMPRV FUND	\$ 3,497.57
	2019 OVERLAY PROJECT FUND	\$ 4,625.00
	19TH ST SEWER EXTENSION FUND	\$ 8,700.62
	PAVEMENT COND ANALYSIS FUND	\$ 1,125.00
	ANNUAL WATER MAIN REPLACE FUND	\$ 64,639.26
	GRIMES LIBRARY BLDG FUND	\$ 3,631.22
	WRA SANI SWR PHASE 2 FUND	\$ 49,550.00
	GRIMESPLEX FUND	\$ 27,524.85
	SE 11TH & JAMES FUND	\$ 297,055.02
	BLDG ACCESS CONTROL PROJ FUND	\$ 11,608.70
	WATER PRODUCTION PROJECTS FUND	\$ 27,983.33
	FIRE STATION FUND	\$ 55,678.15
	WATER FUND	\$ 62,874.52
	SEWER FUND	\$ 291,088.33
	STORM WATER FUND	\$ 14,145.59
		\$ 1,874,163.57

RESOLUTION 04-3024 APPROVING QUOTES AND BILLS OVER \$10,000 ACCORDING TO
THE GRIMES PURCHASING AND PROCUREMENT POLICY.

Grimes Resolution No. 04-3024

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 item and/or service with a value of between \$1,000 and \$10,000 requires 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, IT IS HEREBY 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 on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, 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 NE HARVEY ST
GRIMES IA 50111-2051

CUSTOMER#: 91-102
INVOICE#: 202404164952
INVOICE DATE: 4/16/2024
DUE DATE : 5/15/2024
P.O. # :

===== CHARGE DETAIL =====

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
28E MONTHLY INVOICE MAY 2024	0.00		0.00	0.00
FIRE GENERAL FUND	0.00		0.00	63,043.82
FIRE GENERAL FUND TORT	0.00		0.00	1,985.63
FIRE EMPLOYEE BENEFITS	0.00		0.00	21,345.55
AMB GENERAL FUND	0.00		0.00	122,116.37
AMB GENERAL FUND TORT	0.00		0.00	1,985.63
AMB EMPLOYEE BENEFITS	0.00		0.00	37,727.00

CITY OF GRIMES

91-102

INVOICE#: 202404164952

TOTAL DUE : \$248,204.00

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT

THANK YOU

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 NE HARVEY ST
GRIMES IA 50111-2051

CUSTOMER#: 91-102
INVOICE#: 202404164950
INVOICE DATE: 4/16/2024
DUE DATE : 5/16/2024
P.O. # :

===== CHARGE DETAIL =====

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
28E MONTHLY INV APR 2024	0.00		0.00	0.00
FIRE GENERAL FUND	0.00		0.00	63,043.82
FIRE GENERAL FUND TORT	0.00		0.00	1,985.63
— FIRE EMPLOYEE BENEFITS 112	0.00		0.00	21,345.55
AMB GENERAL FUND	0.00		0.00	122,116.37
AMB GENERAL FUND TORT	0.00		0.00	1,985.63
— AMB EMPLOYEE BENEFITS 112	0.00		0.00	37,727.00

112.150.6110 3380.68
112.150.6130 3707.45
112.150.6150 378.44
112.150.6170 4505

CITY OF GRIMES

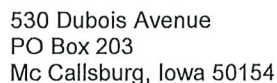
91-102

INVOICE#: 202404164950

TOTAL DUE : \$248,204.00

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT

THANK YOU



610-815-6397
Cleaning & Television
Print #2
Invoice

3/28/2024

6075

20237075

Phone # 515-434-2248

www.citsewer.com

City of Grimes
101 NE Harvey St
Grimes, IA 50111

PALL

P.O. No.	Due Date	Project
	3/28/2024	

[illegible]

office@citsewer.com

CIT Sewer Solutions offers E-mailed Invoices and Credit Card payments. A Convenience Fee of 3% will be charged on all credit card payments. Please let us know if you would like to use these services.

RESOLUTION TO APPROVE SANITARY SEWER CLEANING AND TELEVISIONING SERVICES
CONTRACT

Grimes Resolution No. 11-1023

WHEREAS, the Public Works Department has requested bids from several firms for sanitary sewer cleaning and televising for approximately sixty three thousand (63,000) feet of pipe; and,

WHEREAS, bids were received from five (5) companies; and,

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

WHEREAS, Central Iowa Televising DBA CIT Sewer Solutions provided the most advantageous pricing;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Director is authorized to enter into an agreement with Central Iowa Televising DBA CIT Sewer Solutions to conduct sewer line cleaning and televising as described in the attached Request for Bid.

PASSED and APPROVED on November 14, 2023.


Scott Mikkelsen (Nov 15, 2023 09:11 CST)

Scott Mikkelsen, Mayor

Attested:



Rochelle Williams, City Clerk



www.svpa-architects.com
Phone 515.327.5990

1466 28th Street, Suite 200
West Des Moines, Iowa 50266

PAID

20237113 AP

Jake Anderson
City of Grimes
410 SE Main Street
Suite 102
Grimes, IA 50111

378.1506490

April 3, 2024

Project No: 23012.00

Invoice No: 0039416

**Please see the second
page for the total due.
Thank you**

Project 23012.00 City of Grimes - Grimes Fire Station
janderson@grimesiowa.gov
angie@sidekickdevelopment.com
accountspayable@grimesiowa.gov

Beyond Fee: Civil Design Advantage Topographic Survey \$6,800.00.

Beyond Fee: Civil Design Advantage Topographic Survey - New Site \$1,575.00.

Professional Services from March 4, 2024 to March 31, 2024

Phase 01 Programming

Fee

Billing Phase	Fee	Percent Complete	Earned
Programming	11,900.00	100.00	11,900.00
Schematic Design	107,100.00	100.00	107,100.00
Design Development	107,100.00	100.00	107,100.00
Construction Documents	220,150.00	10.00	22,015.00
Bidding/Negotiation	17,850.00	0.00	0.00
Construction	130,900.00	0.00	0.00
Administration			
Amendment #1: Library	12,400.00	77.00	9,548.00
Total Fee	607,400.00		257,663.00
		Previous Fee Billing	235,648.00
		Current Fee Billing	22,015.00
		Total Fee	22,015.00
		Total this Phase	\$22,015.00

Phase 05 Construction Documents

Reimbursable Expenses

Printing	9.75	
Mileage & Parking	13.40	
Total Reimbursables	23.15	23.15

Project	23012.00	City of Grimes - Grimes Fire Station	Invoice	0039416
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Total this Phase \$23.15

Total this Invoice \$22,038.15

Billings to Date

	Current	Prior	Total
Fee	22,015.00	235,648.00	257,663.00
Consultant	0.00	8,375.00	8,375.00
Expense	23.15	467.33	490.48
Unit	0.00	159.50	159.50
Totals	22,038.15	244,649.83	266,687.98

Authorized By: Robert F. Ormsby

Robert Ormsby



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

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

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

WATS (800) 747-2025

After Hours: (515)262-1300, Option 5

SOLD TO:
CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:
CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

BUYER: Brad Feick

CUSTOMER P.O. JOB NAME
WATER PWD / BRAD INVENTORY WATER DEPT.

SHIP VIA
KENT

TERMS
NET 30 DAYS

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
M510MF13WXMI SGL PORT WIRED SMART POINT	EACH	54.00	54.00	0.00	169.00	9,126.00
TP4011 3/4" X 1/8" RUBBER MTR GASKET	EACH	1,000.00	1,000.00	0.00	0.22	220.00
TP4012 1" X 1/8" RUBBER MTR GASKET	EACH	200.00	200.00	0.00	0.30	60.00
I2S5GBXX 3/4S 1GAL IPERL MTR 7W SM 25'	EACH	48.00	48.00	0.00	155.00	7,440.00

ORDER # 169289

PLEASE REMIT TO:
1550 NE 51ST Avenue
DES MOINES, IA 50313

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

Net Invoice: 16,846.00
Freight: 0.00
Sales Tax: 0.00
Invoice Total: 16,846.00

RESOLUTION 04-3124 APPROVING STATE OF IOWA ALCOHOL LICENSES

Grimes Resolution No. 04-3124

WHEREAS, the Grimes City Code 5-1-4 states the City Council shall either approve or disapprove the issuance of liquor licenses or retail wine and beer permits;

WHEREAS, after consideration by the City Council, the City Clerk shall forward such decision to the Iowa Alcoholic Beverage Division for further action;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, The attached (Exhibit A) Alcohol Licenses shall be approved.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

Council Meeting April 23rd, 2024

ABD License Renewal

1. **Grimes Liquor Shop: 3600 SE Crossroads Dr. Suite A**– Class E Retail Alcohol License
2. **Aldi Inc #109: 2055 E. 1st Street** - Class C Retail Liquor License
3. **Paddock Lounge- 1350 SE Gateway Dr.-** Special Class C Retail Alcohol License
4. **Cloud Wine-409 NW Sunset Lane-** Special Class C Retail Alcohol License



**ALCOHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM**

Establishment Name: Aldi Inc #109

Establishment Address: 2055 E. 1st Street

License Class: ☒ Class C Retail Liquor License

Privileges: Outdoor Service Catering New ☐ Renewal

Fire Department Approval

Fire Inspection Date: 4/18/24

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: 

Building Department Approval -NA

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

Planning Approval -NA

Approval: Yes ☐ No ☐

Reason for not approving: _____

Planning Signature: _____



**ALCOHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM**

Establishment Name: Grimes Liquor Shop

Establishment Address: 3600 SE Crossroads Dr. Suite A

License Class: ☒ Class E Retail Liquor License

Privileges: Outdoor Service Catering New ☐ Renewal ☒

Fire Department Approval

Fire Inspection Date: 4/18/24

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: [Signature]

Building Department Approval -NA

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

Planning Approval -NA

Approval: Yes ☐ No ☐

Reason for not approving: _____

Planning Signature: _____



**ALCOHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM**

Establishment Name: Paddock Lounge

Establishment Address: 1350 SE Gateway Dr. #108

License Class: ☒ Class C Retail Liquor License

Privileges: Outdoor Service Catering ☒ New ☐ Renewal

Fire Department Approval

Fire Inspection Date: 4/18/24

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: 

Building Department Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Building Official Signature: 

Planning Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Planning Signature: 



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CLOUD WINE, LLC	Lucky Wife Wine Slushies	(515) 368-0295		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
409 Northwest Sunset Lane		Grimes	Iowa	50548
MAILING ADDRESS	CITY	STATE	ZIP	
409 Northwest Sunset Lane	Grimes	Iowa	50111	

Contact Person

NAME	PHONE	EMAIL
Dawn Thompson	(515) 368-0295	luckywifewineslushies4@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
June 18, 2024	June 22, 2024	

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Dawn Thompson	Grimes	Iowa	50111	owner/ceo	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

June 18, 2024

POLICY EXPIRATION DATE

June 23, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Event Lease Agreement

THIS AGREEMENT, made and entered into this 21st day of March, 2024, by and between Jodi Graham (Lessor) and Dawn Thompson of Cloud Wine dba Lucky Wife Wine Slushies ("Lessee").

In consideration of the mutual promises contained herein, the parties agree as follows:

1. **PREMISES.** Lessor agrees to lease to the Lessee a portion of the property located on the 409 NW Sunset Lane (address) Grimes, (city) IA, (state) 50111, (Zip code) as designated by the Lessor. The parties agree to abide by the applicable ordinances.
2. **TERM.** Lessor agrees to lease said premises to the Lessee on the 20th day of June 2024.

LESSOR:

Jodi Graham/owner

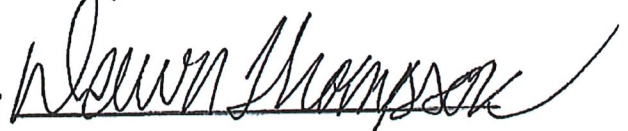
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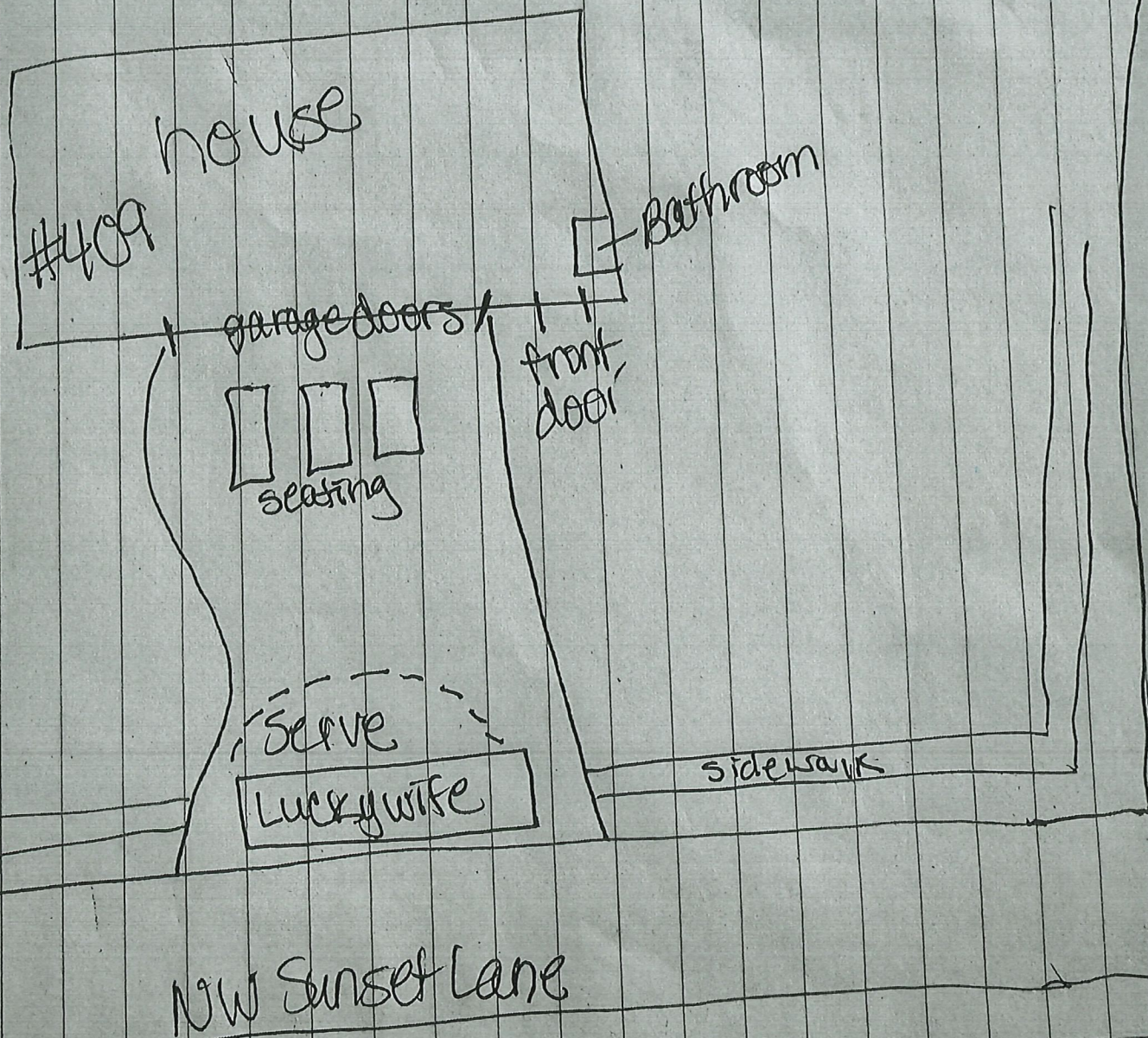


LESSEE:

Dawn Thompson Cloud Wine LLC
dba Lucky Wife Wine Slushies

By







Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
PADDOCK LOUNGE, LLC	PADDOCK LOUNGE	(760) 933-4302		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1350 Southeast Gateway Drive	108	Grimes	Polk	50111
MAILING ADDRESS	CITY	STATE	ZIP	
5681 Edison Place	Carlsbad	California	92008	

Contact Person

NAME	PHONE	EMAIL
Paul Klukas	(760) 933-4302	pklukas@planningsystems.net

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	12 Month	Pending Dramshop Review
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
May 1, 2024	Apr 30, 2025		
SUB-PERMITS			
Special Class C Retail Alcohol License			
PRIVILEGES			

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
James D'Ambrosio	San Diego	California	92122	Sole member	0.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Paddock Lounge LLC	82-1133175	Carlsbad	California	92008	100.00

Insurance Company Information

INSURANCE COMPANY

HDI Global Specialty SE

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Floor Plan

PADDOCK LOUNGE

K1 SPEED

LAND USE/COASTAL PLANNING
 ENVIRONMENTAL MITIGATION
 POLICE AND PROSECUTION
 PLANNING
 SYSTEMS
 1530 PARKWAY AVENUE, SUITE 100, CANTERBURY, GA 30506
 (706) 931-0700 FAX (706) 931-0744



K1 Speed - Grimes, IA
 Floor Plan
 1350 SE Gateway Dr, Suite 108, Grimes, IA 50111

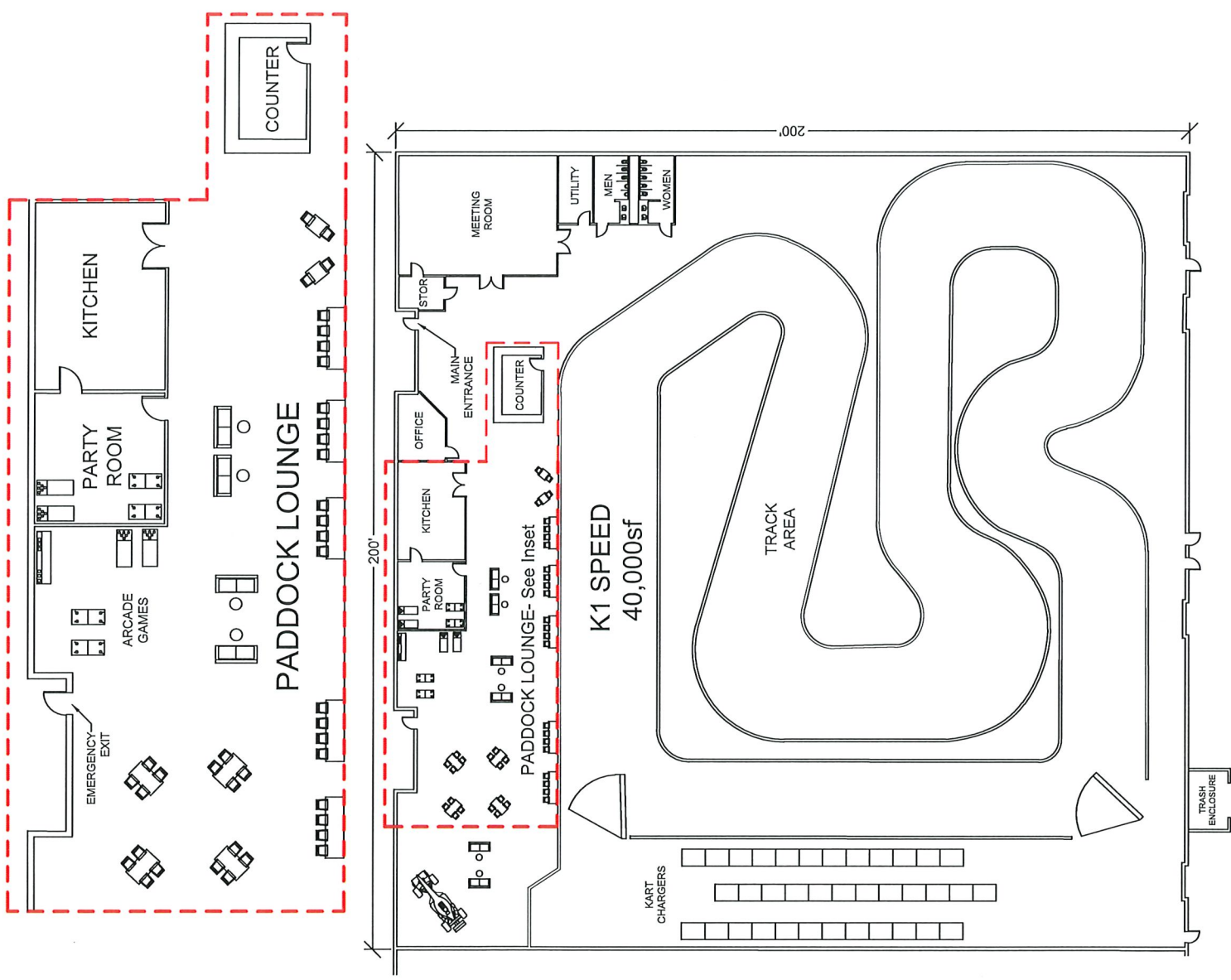
Date: 3/29/2024
 Scale: 1"=40'
 Sheet: 2 of 2 Sheets

2
 FLOOR PLAN



NORTH

SCALE: 1" = 40'



Grimes Resolution No.

WHEREAS,

WHEREAS,

WHEREAS,

WHEREAS,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, _____.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

RESOLUTION 04-3224 APPROVING PAYMENTS FOR PROFESSIONAL SERVICES

Grimes Resolution No. 04-3224

WHEREAS, the City of Grimes has identified the need to retain consultants for professional services;

WHEREAS, the consultants have agreed to provide a scope of work for the City;

WHEREAS, the consultants have completed all or portions of the scope of work and are requesting payment of those services;

WHEREAS, the requests for payments have been reviewed and approved by City staff as due and payable;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, the professional payments that are listed shall be approved as submitted.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Grimes Plex
Contractor: Civil Design Advantage
Address: 4121 NW Urbandale Drive, Urbandale, Iowa 50322
Finance Budget Code: 367-470-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 22, 2022 **Vendor #** 1243

Date of Council Meeting: April 23, 2024 **PAYMENT REQUEST #** 18
PAYMENT PERIOD: From: March 4, 2024 Through: March 31, 2024

Contract Summary

Original Contract Amount:	\$	178,900.00	
Net change by Change Orders:	\$	563,195.00	
Contract Amount to Date: (line 1 ± 2)	\$	742,095.00	
Total completed and stored to date:	\$	717,633.05	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	717,633.05	
Less previous applications for payment:	\$	690,108.20	
SUBTOTAL	\$	27,524.85	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 27,524.85

Balance to finish, including retainage: \$ 24,461.95

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:

Civil Design Advantage
Firm Name

Signature

4-10-24

Date

City of Grimes Staff Approval:

Signature

4-17-24

Date

City of Grimes Council Approval:

Council 4-23-24

Signature

Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 24, 2022	\$ 12,171.27
2	June 28, 2022	\$ 26,623.03
3	August 9, 2022	\$ 26,447.25
4	September 13, 2022	\$ 99,482.25
5	November 22, 2022	\$ 79,855.13
6	January 24, 2023	\$ 41,333.65
7	April 11, 2023	\$ 30,093.92
8	May 9, 2023	\$ 22,215.41
9	May 23, 2023	\$ 49,688.87
10	June 13, 2023	\$ 37,747.94
11	August 22, 2023	\$ 61,806.67
12	September 26, 2023	\$ 30,031.77
13	December 12, 2023	\$ 55,582.74
14	December 26, 2023	\$ 20,827.95
15	January 23, 2024	\$ 23,566.68
16	February 27, 2024	\$ 33,146.18
17	April 9, 2024	\$ 39,487.49
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **\$ 690,108.20**

Record of Change Orders

No.	Date	Amount
1	October 11, 2022	\$ 28,015.00
2	November 8, 2022	\$ 456,130.00
3	March 26, 2024	\$ 79,050.00
4		
5		
6		
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25		

TOTAL **\$ 563,195.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 22, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Invoice

Civil Design Advantage LLC
4121 NW Urbandale Drive
Urbandale, Iowa 50322
(515) 369-4400

City of Grimes
Alex Pfaltzgraff
410 SE Main Street, Suite 102
Grimes, IA 50111

April 8, 2024
Project No: 2202.086
Invoice No: 44362

Project 2202.086 City of Grimes - Grimes Plex
Professional Services from March 4, 2024 through March 31, 2024

Task 102 Topographic Survey

Professional Personnel

	Hours	Rate	Amount	
Technician 2	4.00	73.00	292.00	
Technician 3	.75	84.00	63.00	
Technician 5	1.00	108.00	108.00	
Technician 8	6.00	139.00	834.00	
Total Labor				1,297.00
		Total this Task		\$1,297.00

Task 201 Concept Refinement

Professional Personnel

	Hours	Rate	Amount	
Engineer 2	8.00	106.00	848.00	
Total Labor				848.00
		Total this Task		\$848.00

Task 203 SWMP

Total this Task 0.00

Task 205 SWPPP

Total this Task 0.00

Task 230 Estimate Construction Costs

Professional Personnel

	Hours	Rate	Amount	
Technician 3	6.00	84.00	504.00	
Total Labor				504.00
		Total this Task		\$504.00

Task 235 Lions Park Concept

Total this Task 0.00

Task 236 Signage Graphic

Total this Task 0.00

Task 302 Hope Plat 4 CD Rev

Total this Task 0.00

Project	2202.086	City of Grimes - Grimes Plex	Invoice	44362
Task	306	Easement Plat Preparation	Total this Task	0.00
Task	401	Site Plan Revisions	Total this Task	0.00
Task	402	Site Plan Revisions - Buildings	Total this Task	0.00
Task	404	Turf Revisions		
Professional Personnel				
			Hours	Rate
				Amount
Principal/Senior Engineer			2.00	205.00
				410.00
Total Labor				410.00
			Total this Task	\$410.00
Task	405	Bullpen and Batting Cage Revisions		
Professional Personnel				
			Hours	Rate
				Amount
Engineer 2			59.50	106.00
				6,307.00
Engineer 7			19.50	167.00
				3,256.50
Engineer 8			4.50	179.00
				805.50
Total Labor				10,369.00
			Total this Task	\$10,369.00
Task	501	Project Development and Coordination		
Professional Personnel				
			Hours	Rate
				Amount
Engineer 8			3.50	179.00
				626.50
Total Labor				626.50
			Total this Task	\$626.50
Task	503	Color Rendering	Total this Task	0.00
Task	504	Project Manual	Total this Task	0.00
Task	505	Bidding Services	Total this Task	0.00
Task	506	Bid Letting Services	Total this Task	0.00
Task	507	Major Addendum	Total this Task	0.00
Task	508	Pre-Construction Meetings	Total this Task	0.00
Task	601	Construction Staking		

Professional Personnel

	Hours	Rate	Amount	
Technician 1	1.50	60.00	90.00	
Technician 2	3.00	73.00	219.00	
Technician 8	5.00	139.00	695.00	
Total Labor				1,004.00
Total this Task				\$1,004.00

Task 603 Construction Administration

Professional Personnel

	Hours	Rate	Amount	
Engineer 7	14.00	167.00	2,338.00	
Engineer 8	1.00	179.00	179.00	
Senior Project Manager	33.00	191.00	6,303.00	
Total Labor				8,820.00
Total this Task				\$8,820.00

Task 604 Construction Observation

Professional Personnel

	Hours	Rate	Amount	
Technician 4	2.00	97.00	194.00	
Total Labor				194.00
Total this Task				\$194.00

Task 605 Record Drawings

Professional Personnel

	Hours	Rate	Amount	
Engineer 7	16.00	167.00	2,672.00	
Engineer 8	2.00	179.00	358.00	
Total Labor				3,030.00
Total this Task				\$3,030.00

Task 613 Shop Drawing Review

Total this Task 0.00

Task 701 Geotechnical Investigation

Total this Task 0.00

Task 702 Electrical Design

Total this Task 0.00

Task 703 Sub-consultant - IMEG Construction

Total this Task 0.00

Task 704 Sub-consultant - Barrel Age Productions

Total this Task 0.00

Task 998 Permits & Fees

Total this Task 0.00

Task 999 Reimbursable Expenses

Project	2202.086	City of Grimes - Grimes Plex	Invoice	44362
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Consultants

Sub-consultant				
3/31/2024	Quest Construction Data Network LLC	Plans	352.00	
	Total Consultants		352.00	352.00

Unit Billing

3/29/2024	Mileage	105.0 miles @ 0.67	70.35	
	Total Units		70.35	70.35
		Total this Task		\$422.35

Billing Limits

		Current	Prior	To-Date
Total Billings		27,524.85	690,108.20	717,633.05
Limit				742,095.00
Remaining				24,461.95
			Total this Invoice	<u>\$27,524.85</u>

Outstanding Invoices

Number	Date	Balance
44031	3/11/2024	39,487.49
Total		39,487.49

Project Manager Keith Weggen

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 19th Street Sanitary Sewer Extension
Contractor: Foth Infrastructure & Environment, LLC
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 331-815-6407 **Finance Project #**
Vendor Project or Invoice #: 22G009.00 **PO #**
Original Contract Date: February 22, 2022 **Vendor #** 2972

Date of Council Meeting: April 23, 2024 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: February 1, 2024 Through: February 29, 2024

Contract Summary

Original Contract Amount:	\$	124,200.00	
Net change by Change Orders:	\$	84,000.00	
Contract Amount to Date: (line 1 ± 2)	\$	208,200.00	
Total completed and stored to date:	\$	166,065.70	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	166,065.70	
Less previous applications for payment:	\$	157,365.08	
SUBTOTAL	\$		8,700.62

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 8,700.62

Balance to finish, including retainage: \$ 42,134.30

Contract Time Remaining (If applicable) - WORKING DAYS

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment, LLC

Firm Name

Signature

Date

04-15-2024

City of Grimes Staff Approval:

Signature

Date

4-17-24

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 26, 2022	\$ 10,066.91
2	August 23, 2022	\$ 49,409.76
3	September 27, 2022	\$ 9,935.00
4	November 8, 2022	\$ 6,724.00
5	December 13, 2022	\$ 13,709.00
6	February 28, 2023	\$ 3,510.00
7	April 25, 2023	\$ 11,902.00
8	July 25, 2023	\$ 13,727.50
9	October 10, 2023	\$ 2,126.35
10	March 26, 2024	\$ 36,254.56
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 157,365.08

Record of Change Orders

No.	Date	Amount
1	November 14, 2023	\$ 84,000.00
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TOTAL \$ 84,000.00

Contract Time Remaining

Contract Period: WORKING DAYS
Original Contract Date: February 22, 2022
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -

Invoice

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

NOTE: Communications concerning disputed debts, including an instrument rendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasurer, 2121 Innovation Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

April 15, 2024

Project No: 0022G009.00

Invoice No: 89543

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

Invoice Total USD 8,700.62

Project 0022G009.00 SE 19th St. Sanitary Sewer Extension

Professional Services through February 29, 2024

Professional Personnel

	Hours	Rate	Amount
Project Manager II	9.00	208.00	1,872.00
Project Engineer II	18.00	172.00	3,096.00
Staff Engineer II	2.00	142.00	284.00
Technician IX	7.00	181.00	1,267.00
Technician V	4.00	140.00	560.00
Technician IV	1.00	129.00	129.00
Technician II	13.50	109.00	1,471.50
Totals	54.50		8,679.50
Total Labor			8,679.50

Expenses 21.12

Billing Limits	Current	Prior	To-Date
Total Billings	8,700.62	157,365.08	166,065.70
Limit			208,200.00
Remaining			42,134.30
Total This Invoice			USD 8,700.62

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Jordan Well Repairs
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 372-810-6407 **Finance Project #**
Vendor Project or Invoice #: 2022000892-000 **PO #**
Original Contract Date: June 28, 2022 **Vendor #** 2830

Date of Council Meeting: April 23, 2024 **PAYMENT REQUEST #** 17
PAYMENT PERIOD: From: February 25, 2024 Through: March 30, 2024

Contract Summary

Original Contract Amount:	\$	55,000.00	
Net change by Change Orders:	\$	195,000.00	
Contract Amount to Date: (line 1 ± 2)	\$	250,000.00	
Total completed and stored to date:	\$	227,424.79	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$	227,424.79	
Less previous applications for payment:	\$	225,669.79	
SUBTOTAL	\$		1,755.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,755.00

Balance to finish, including retainage: \$ 22,575.21

Contract Time Remaining (If applicable) - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Co

Firm Name

Signature

April 15, 2024

Date

City of Grimes Staff Approval:

Signature

4-17-24

Date

City of Grimes Council Approval:

Council 4-23-24

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 22, 2022	\$ 74,776.08
2	December 27, 2022	\$ 48,883.76
3	January 24, 2023	\$ 32,874.65
4	February 14, 2023	\$ 26,175.79
5	March 28, 2023	\$ 7,096.45
6	April 25, 2023	\$ 15,662.75
7	May 23, 2023	\$ 641.25
8	June 27, 2023	\$ 371.25
9	July 25, 2023	\$ 708.75
10	August 22, 2023	\$ 5,110.68
11	September 26, 2023	\$ 405.00
12	October 24, 2023	\$ 2,025.00
13	December 12, 2023	\$ 1,971.03
14	Decmber 12, 2023	\$ 5,440.79
15	February 27, 2024	\$ 1,434.06
16	March 26, 2024	\$ 2,092.50
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 225,669.79

Record of Change Orders

No.	Date	Amount
1	November 8, 2022	\$ 195,000.00
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TOTAL \$ 195,000.00

Contract Time Remaining

Contract Period:	<u>Working Days</u>
Original Contract Date:	<u>June 28, 2022</u>
Original Contract Time:	<u></u>
Added by Change Order:	<u></u>
Contract Time to Date:	<u>-</u>
Time Used to Date:	<u></u>
Contract Time Remaining:	<u><u>-</u></u>



1360 NW 121st Street
Clive, IA 50325

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

March 30, 2024
Project No: 2022000892-000
Invoice No: 151334
Due Date: April 29, 2024

Project 2022000892-000 Grimes North Jordan Well Repairs

Professional Services from February 25, 2024 to March 30, 2024

Phase 163 Project Administration

	Hours	Rate	Amount	
Principal	1.50	270.00	405.00	
Project Coordinator	1.00	135.00	135.00	
Totals	2.50		540.00	
Total Labor				540.00
Total this Phase				\$540.00

Phase 592 Coordination with Permitting and Insurance Agencies

	Hours	Rate	Amount	
Principal	2.00	270.00	540.00	
Totals	2.00		540.00	
Total Labor				540.00
Total this Phase				\$540.00

Phase 850 Coordination with Suppliers & Contractors

	Hours	Rate	Amount	
Principal	2.50	270.00	675.00	
Totals	2.50		675.00	
Total Labor				675.00
Total this Phase				\$675.00

Total Due this Invoice \$1,755.00

Outstanding Invoices

Number	Date	Balance
150844	2/24/2024	2,092.50
Total		2,092.50

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Phase 1A Water System Improvements
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Fin ## ## 374-810-6407 **Finance Project #**
Vendor Project or Invoice #: 211186-010, -020, -030, -040 **PO #**
Original Contract Date: August 23, 2022 **Vendor #** 2830

Date of Council Meeting: April 23, 2024 **PAYMENT REQUEST #** 19
PAYMENT PERIOD: From: February 25, 2024 Through: March 30, 2024

Contract Summary

Original Contract Amount:	\$	1,168,650.00	
Net change by Change Orders:	\$	461,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,630,150.00	
Total completed and stored to date:	\$	942,819.54	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$	942,819.54	
Less previous applications for payment:	\$	914,836.21	
SUBTOTAL	\$		27,983.33

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 27,983.33

Balance to finish, including retainage: \$ 687,330.46

Contract Time Remaining (If applicable) - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Co

Firm Name

Signature

April 15, 2024

Date

City of Grimes Staff Approval:

Signature

4-17-24

Date

City of Grimes Council Approval:

Council 4-23-24

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 27, 2022	\$ 9,533.25
2	October 25, 2022	\$ 69,899.99
3	November 22, 2022	\$ 79,736.54
4	December 27, 2022	\$ 42,120.02
5	January 24, 2023	\$ 69,644.61
6	February 14, 2023	\$ 79,545.35
7	March 23, 2023	\$ 80,719.55
8	April 25, 2023	\$ 102,195.11
9	May 23, 2023	\$ 45,750.47
10	June 27, 2023	\$ 76,818.83
11	July 25, 2023	\$ 76,239.09
12	August 22, 2023	\$ 31,601.15
13	September 26, 2023	\$ 32,613.69
14	October 24, 2023	\$ 25,947.21
15	November 28, 2023	\$ 16,792.38
16	December 12, 2023	\$ 27,465.60
17	February 27, 2024	\$ 42,548.84
18	March 26, 2024	\$ 5,664.53
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 914,836.21

Record of Change Orders

No.	Date	Amount
1	August 8, 2023	\$ 461,500.00
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TOTAL \$ 461,500.00

Contract Time Remaining

Contract Period:	<u>Working Days</u>
Original Contract Date:	<u>August 23, 2022</u>
Original Contract Time:	<u></u>
Added by Change Order:	<u></u>
Contract Time to Date:	<u>-</u>
Time Used to Date:	<u></u>
Contract Time Remaining:	<u>-</u>



1360 NW 121st Street
Clive, IA 50325

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

March 30, 2024
Project No: 0000211186-010
Invoice No: 151365
Due Date: April 29, 2024

Project 0000211186-010 Grimes Phase 1A Water System Improvements 19th Street Tower Interconnect Water Main

Professional Services from February 25, 2024 to March 30, 2024

Phase 600 Construction Contract Administration

	Hours	Rate	Amount	
Principal	1.50	270.00	405.00	
Project Manager III	1.50	230.00	345.00	
Project Coordinator	1.00	135.00	135.00	
Totals	4.00		885.00	
Total Labor				885.00

	Current	Prior	To-Date	
Total Billings	885.00	27,031.29	27,916.29	
Contract Limit (not-to-exceed)			90,000.00	
Contract Limit Remaining			62,083.71	
		Total this Phase		\$885.00
		Total Due this Invoice		\$885.00



1360 NW 121st Street
Clive, IA 50325

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

March 30, 2024
Project No: 0000211186-020
Invoice No: 151366
Due Date: April 29, 2024

Project 0000211186-020 Grimes Phase 1A Water System Improvements NW County Line Road Water Main

Professional Services from February 25, 2024 to March 30, 2024

Phase 501 Final Design Phase

	Hours	Rate	Amount
Engineering Technician III	1.00	155.00	155.00
Project Manager III	6.50	230.00	1,495.00
Totals	7.50		1,650.00
Total Labor			1,650.00

	Current	Prior	To-Date
Total Billings	1,650.00	46,993.20	48,643.20
Contract Limit (not-to-exceed)			168,350.00
Contract Limit Remaining			119,706.80
Total this Phase			\$1,650.00

Phase 602 Bidding Phase

	Hours	Rate	Amount
Principal	2.00	270.00	540.00
Project Manager III	1.00	230.00	230.00
Totals	3.00		770.00
Total Labor			770.00

	Current	Prior	To-Date
Total Billings	770.00	0.00	770.00
Contract Limit (not-to-exceed)			10,000.00
Contract Limit Remaining			9,230.00
Total this Phase			\$770.00

Phase 720 Plats, Easements, & Legal Descriptions

	Hours	Rate	Amount
Project Manager III	1.00	230.00	230.00
Totals	1.00		230.00
Total Labor			230.00

Project	0000211186-020	Grimes Phase 1A NW County Rd Water Main	Invoice	151366
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	Current	Prior	To-Date	
Total Billings	230.00	6,715.00	6,945.00	
Contract Limit (not-to-exceed)			7,000.00	
Contract Limit Remaining			55.00	
Total this Phase				\$230.00

Phase 851 Project Administration

	Hours	Rate	Amount	
Project Coordinator	.50	135.00	67.50	
Totals	.50		67.50	
Total Labor				67.50

	Current	Prior	To-Date	
Total Billings	67.50	7,985.00	8,052.50	
Contract Limit (not-to-exceed)			10,000.00	
Contract Limit Remaining			1,947.50	
Total this Phase				\$67.50
Total Due this Invoice				\$2,717.50



1360 NW 121st Street
Clive, IA 50325

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

March 30, 2024
Project No: 0000211186-030
Invoice No: 151367
Due Date: April 29, 2024

Project 0000211186-030 Grimes Phase 1A Water System Improvements N James Street Feeder Main

Professional Services from February 25, 2024 to March 30, 2024

Phase 303 SRF Loan Administration

	Hours	Rate	Amount
Project Manager III	1.75	230.00	402.50
Project Coordinator	.50	135.00	67.50
Totals	2.25		470.00
Total Labor			470.00

	Current	Prior	To-Date
Total Billings	470.00	888.75	1,358.75
Contract Limit (not-to-exceed)			30,000.00
Contract Limit Remaining			28,641.25
Total this Phase			\$470.00

Phase 600 Construction Contract Administration

	Hours	Rate	Amount
Project Manager III	5.50	230.00	1,265.00
Totals	5.50		1,265.00
Total Labor			1,265.00

Reimbursable Expenses

Mileage			79.87
Meals			12.11
Lodging			219.30
Total Reimbursables			311.28

	Current	Prior	To-Date
Total Billings	1,576.28	14,941.87	16,518.15
Contract Limit (not-to-exceed)			75,000.00
Contract Limit Remaining			58,481.85
Total this Phase			\$1,576.28

Phase 651 Resident Project Representative

	Hours	Rate	Amount
Project Manager I	1.00	185.00	185.00

Project	0000211186-030	Grimes Phase 1A N James St Feeder Main	Invoice	151367
On Site Representative I		2.50	115.00	287.50
Totals		3.50		472.50
Total Labor				472.50
		Current	Prior	To-Date
Total Billings		472.50	230.00	702.50
Contract Limit (not-to-exceed)				55,000.00
Contract Limit Remaining				54,297.50
			Total this Phase	\$472.50

Phase	700	Construction Survey		
		Hours	Rate	Amount
Crew Chief		1.00	135.00	135.00
Totals		1.00		135.00
Total Labor				135.00
Mileage (.90 p/mile)				25.20
		Current	Prior	To-Date
Total Billings		160.20	1,916.20	2,076.40
Contract Limit (not-to-exceed)				12,500.00
Contract Limit Remaining				10,423.60
			Total this Phase	\$160.20

Phase	851	Project Administration		
		Hours	Rate	Amount
Principal		2.00	270.00	540.00
Project Coordinator		1.25	135.00	168.75
Totals		3.25		708.75
Total Labor				708.75
		Current	Prior	To-Date
Total Billings		708.75	8,392.45	9,101.20
Contract Limit (not-to-exceed)				10,000.00
Contract Limit Remaining				898.80
			Total this Phase	\$708.75
			Total Due this Invoice	\$3,387.73



1360 NW 121st Street
Clive, IA 50325

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

March 30, 2024
Project No: 0000211186-040
Invoice No: 151379
Due Date: April 29, 2024

Project 0000211186-040 Grimes Phase 1A Water System Improvements Ground Storage Reservoir

Professional Services from February 25, 2024 to March 30, 2024

Phase 303 SRF Loan Administration

	Hours	Rate	Amount	
Project Manager III	1.50	230.00	345.00	
Totals	1.50		345.00	
Total Labor				345.00
Total this Phase				\$345.00

Phase 600 Construction Contract Administration

	Hours	Rate	Amount	
Project Manager I	10.00	185.00	1,850.00	
Engineer I	34.00	125.00	4,250.00	
Project Manager III	8.00	230.00	1,840.00	
Totals	52.00		7,940.00	
Total Labor				7,940.00

Consultants

Krishna Engineering Consultants, Inc.			888.34	
Total Consultants			888.34	888.34
Total this Phase				\$8,828.34

Phase 651 Resident Project Representative

	Hours	Rate	Amount	
Project Manager I	23.00	185.00	4,255.00	
On Site Representative I	34.50	115.00	3,967.50	
Totals	57.50		8,222.50	
Total Labor				8,222.50

Mileage (.67/.50 p/mile)				152.76
Total this Phase				\$8,375.26

Phase 700 Construction Survey

Project	0000211186-040	Grimes Phase 1A Ground Storage Reservoir	Invoice	151379
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	Hours	Rate	Amount	
Project Manager I	1.50	185.00	277.50	
Crew Chief	12.00	135.00	1,620.00	
Totals	13.50		1,897.50	
Total Labor				1,897.50

Mileage (.90 p/mile)				
				72.00
		Total this Phase		\$1,969.50

Phase	851	Project Administration
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	Hours	Rate	Amount	
Engineer II	1.50	155.00	232.50	
Principal	2.00	270.00	540.00	
Project Coordinator	1.00	135.00	135.00	
Totals	4.50		907.50	
Total Labor				907.50
		Total this Phase		\$907.50

	Current	Prior	To-Date	
Total Billings	20,425.60	339,088.77	359,514.37	
Contract Limit (not-to-exceed)			613,100.00	
Contract Limit Remaining			253,585.63	
		Total Due this Invoice		\$20,425.60

Outstanding Invoices

Number	Date	Balance
150849	2/24/2024	567.50
Total		567.50

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Little Beaver Dr. and SE 4th Thru 6th Sts. Water Main
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 345-810-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 28, 2023 **Vendor #** 3134

Date of Council Meeting: April 23, 2024 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: 03/01/2024 Through: 03/23/2024

Contract Summary

Original Contract Amount:	\$	84,800.00	
Net change by Change Orders:	\$	32,500.00	
Contract Amount to Date: (line 1 ± 2)	\$		117,300.00
Total completed and stored to date:	\$	98,073.81	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$		98,073.81
Less previous applications for payment:	\$		94,409.82
SUBTOTAL			\$ 3,663.99

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,663.99

Balance to finish, including retainage: \$ 19,226.19

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:

Firm Name

Signature

Date

Engineer / Consultant Approval:

MSA Professional Services, Inc.

Firm Name

04/11/2024

Signature

Date

City of Grimes Staff Approval:

4-17-24

Signature

Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 13, 2023	\$ 44,690.00
2	July 11, 2023	\$ 7,930.00
3	August 8, 2023	\$ 7,930.00
4	September 12, 2023	\$ 16,760.00
5	February 27, 2024	\$ 7,490.00
6	March 26, 2024	\$ 9,609.82
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **\$ 94,409.82**

Record of Change Orders

No.	Date	Amount
1	January 23, 2024	\$ 32,500.00
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TOTAL **\$ 32,500.00**

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	March 28, 2023
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Please remit to:
MSA
1230 South Boulevard
Baraboo, WI 53913

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

INVOICE

INTEREST AT THE RATE OF 1.5% PER MONTH ON
UNPAID BALANCE WILL BE ADDED TO YOUR
NEXT STATEMENT. A 3% SERVICE FEE WILL BE
ADDED TO INVOICES PAID BY CREDIT CARD.

Invoice No: 003786
Invoice Date: 4/12/2024
Invoice Terms: Due upon receipt
Project No: R09410023.00
Project Manager: Nichole Sungren
Client Liaison: Nichole Sungren

From February 29, 2024 To March 23, 2024

R09410023.00 Grimes IA Little Beaver Water Main CRS

Grimes IA Little Beaver Water Main CRS

R09410023.00.100; Construction Administration

Subtotal	1,558.75
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R09410023.00.200; Construction Staking

Subtotal	2,105.24
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Invoice subtotal	3,663.99
Total	3,663.99

For ACH notification, remit to:

ach@msa-ps.com

Account Number: 101065930

Routing Number: 075901590

Bank Information: ACH/Wire, Baraboo State Bank, 101 3rd Avenue Baraboo, WI 53913

RESOLUTION 04-3324 APPROVING CAPITAL PROJECT PAYMENT REQUESTS

Grimes Resolution No. 04-3324

WHEREAS, The Grimes City Council entered into construction contracts for the construction of certain public improvements;

WHEREAS, the contractor for each project shall submit progress payment requests;

WHEREAS, the engineering firm overseeing the project along with the City Engineer review the pay requests and submit them for payment;

WHEREAS, the attached pay requests have been reviewed and have been determined to be due and payable to the contractor.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, recommend payment of the attached pay requests.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S James Street and SE 11th Street Improvements
Contractor: Absolute Concrete Construction, Inc.
Address: 1800 Burr Oak Blvd., Granger, Iowa 50109
Finance Budget Code: 369-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 22, 2023 **Vendor #** 1072

Date of Council Meeting: April 23, 2024 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: March 1, 2024 Through: March 31, 2024

Contract Summary

Original Contract Amount:	\$	9,047,309.99	
Net change by Change Orders:	\$	24,551.35	
Contract Amount to Date: (line 1 ± 2)	\$	9,071,861.34	
Total completed and stored to date:	\$	2,546,520.78	
Retainage: 5 % of Completed Work:	\$	127,326.04	
Total Earned less Retainage:	\$	2,419,194.74	
Less previous applications for payment:	\$	2,122,139.72	
SUBTOTAL	\$		297,055.02

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 297,055.02

Balance to finish, including retainage: \$ 6,652,666.60

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 Construction, Inc.


Signature _____ Firm Name _____ Date 4-11-24

Engineer / Consultant Approval:

Signature _____ Firm Name _____ Date _____

City of Grimes Staff Approval:


Signature _____ Date 4-11-24

Submit to: Matt Ahrens, P.E. - City Engineer - Engineering Department
E-mail: mahrens@grimesiowa.gov **Phone:** (515) 986-4050 **Fax:** (515) 986-4480

Date Printed: 4/11/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL														
ITEM NO.	SUDAS ITEM CODE	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	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	2.01	CLEARING AND GRUBBING, UNITS	UNIT	74.80		74.80	\$ 150.00	\$ 11,220.00	-	\$ -	\$ -	\$ -	74.80	0.00%
2	2.02	CLEARING AND GRUBBING, ACRE	ACRE	1.00		1.00	\$ 9,500.00	\$ 9,500.00	1.00	\$ 9,500.00	\$ -	\$ 9,500.00	-	100.00%
3	2.03	TOPSOIL, ON-SITE	CY	9,848.00		9,848.00	\$ 8.50	\$ 83,708.00	4,982.00	\$ 42,347.00	\$ -	\$ 42,347.00	4,866.00	50.59%
4	2.04	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	13,150.00		13,150.00	\$ 3.55	\$ 46,682.50	8,422.00	\$ 29,898.10	\$ -	\$ 29,898.10	4,728.00	64.05%
5	2.05	EXCAVATION, CLASS 10, CHANNEL	CY	1,286.00		1,286.00	\$ 4.75	\$ 6,108.50	-	\$ -	\$ -	\$ -	1,286.00	0.00%
6	2.06	EXCAVATION, CLASS 10, CONTRACTOR FURNISH	CY	20,641.00		20,641.00	\$ 14.00	\$ 288,974.00	12,500.00	\$ 175,000.00	\$ -	\$ 175,000.00	8,141.00	60.56%
7	2.07	EXCAVATION, CLASS 10, WASTE	CY	4,667.00		4,667.00	\$ 11.00	\$ 51,337.00	-	\$ -	\$ -	\$ -	4,667.00	0.00%
8	2.08	BELOW GRADE EXCAVATION (CORE OUT)	CY	1,100.00		1,100.00	\$ 81.25	\$ 89,375.00	-	\$ -	\$ -	\$ -	1,100.00	0.00%
9	2.09	SUBGRADE PREPARATION, 12 IN.	SY	33,087.00		33,087.00	\$ 2.75	\$ 90,989.25	-	\$ -	\$ -	\$ -	33,087.00	0.00%
10	2.10	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR, TYPE 3	SY	12,500.00		12,500.00	\$ 5.00	\$ 62,500.00	-	\$ -	\$ -	\$ -	12,500.00	0.00%
11	2.11	MODIFIED SUBBASE	CY	6,084.00		6,084.00	\$ 69.50	\$ 422,838.00	-	\$ -	\$ -	\$ -	6,084.00	0.00%
12	2.12	REMOVAL OF ABANDONED RAILROAD	LF	213.00		213.00	\$ 15.00	\$ 3,195.00	210.00	\$ 3,150.00	\$ -	\$ 3,150.00	3.00	98.59%
13	3.01	TRENCH FOUNDATION	TON	100.00		100.00	\$ 45.00	\$ 4,500.00	-	\$ -	\$ -	\$ -	100.00	0.00%
14	4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF	377.00		377.00	\$ 70.50	\$ 26,578.50	419.00	\$ 29,539.50	\$ -	\$ 29,539.50	(42.00)	111.14%
15	4.02	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	1,057.00		1,057.00	\$ 91.50	\$ 96,715.50	664.00	\$ 60,756.00	\$ -	\$ 60,756.00	393.00	62.82%
16	4.03	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	559.00		559.00	\$ 103.00	\$ 57,577.00	17.00	\$ 1,751.00	\$ -	\$ 1,751.00	542.00	3.04%
17	4.04	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	LF	620.00		620.00	\$ 106.50	\$ 66,030.00	-	\$ -	\$ -	\$ -	620.00	0.00%
18	4.05	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	LF	1,151.00		1,151.00	\$ 167.50	\$ 192,792.50	90.00	\$ 15,075.00	\$ -	\$ 15,075.00	1,061.00	7.82%
19	4.06	STORM SEWER, TRENCHED, RCP, CLASS III, 54 IN.	LF	961.00		961.00	\$ 213.00	\$ 204,693.00	962.00	\$ 204,906.00	\$ -	\$ 204,906.00	(1.00)	100.10%
20	4.07	STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN.	LF	1,571.00		1,571.00	\$ 50.50	\$ 79,335.50	378.50	\$ 19,114.25	\$ -	\$ 19,114.25	1,192.50	24.09%
21	4.08	STORM SEWER, TRENCHED, RCP, CLASS V, 18 IN.	LF	536.00		536.00	\$ 64.00	\$ 34,304.00	236.00	\$ 15,104.00	\$ -	\$ 15,104.00	300.00	44.03%
22	4.09	STORM SEWER, TRENCHED, HDPE, 12-IN	LF	127.00		127.00	\$ 57.00	\$ 7,239.00	-	\$ -	\$ -	\$ -	127.00	0.00%
23	4.10	REMOVAL OF STORM SEWER, LESS THAN OR EQUAL TO 36 IN.	LF	2,097.00		2,097.00	\$ 19.50	\$ 40,891.50	800.00	\$ 15,600.00	\$ -	\$ 15,600.00	1,297.00	38.15%
24	4.11	REMOVAL OF STORM SEWER, GREATER THAN 36 IN.	LF	58.00		58.00	\$ 35.50	\$ 2,059.00	58.00	\$ 2,059.00	\$ -	\$ 2,059.00	-	100.00%
25	4.12	PIPE CULVERT, DRIVEWAY, CMP, 12 IN.	LF	12.00		12.00	\$ 60.00	\$ 720.00	-	\$ -	\$ -	\$ -	12.00	0.00%
26	4.13	PIPE APRON, CMP, 12 IN.	EA	2.00		2.00	\$ 1,075.00	\$ 2,150.00	-	\$ -	\$ -	\$ -	2.00	0.00%
27	4.14	PIPE APRON, CONCRETE, 24 IN.	EA	4.00		4.00	\$ 2,705.00	\$ 10,820.00	4.00	\$ 10,820.00	\$ -	\$ 10,820.00	-	100.00%
28	4.15	PIPE APRON, CONCRETE, 36 IN.	EA	2.00		2.00	\$ 3,825.00	\$ 7,650.00	-	\$ -	\$ -	\$ -	2.00	0.00%
29	4.16	PIPE APRON, CONCRETE, 42 IN.	EA	1.00		1.00	\$ 4,415.00	\$ 4,415.00	1.00	\$ 4,415.00	\$ -	\$ 4,415.00	-	100.00%
30	4.17	PIPE APRON, CONCRETE, 54 IN.	EA	2.00		2.00	\$ 5,650.00	\$ 11,300.00	2.00	\$ 11,300.00	\$ -	\$ 11,300.00	-	100.00%
31	4.18	SUBDRAIN, CORRUGATED, PVC, TYPE 1, CASE B, 6 IN.	LF	9,111.00		9,111.00	\$ 22.50	\$ 204,997.50	12.50	\$ 281.25	\$ -	\$ 281.25	9,098.50	0.14%
32	4.19	SUBDRAIN, CORRUGATED, HDPE, TYPE 1, CASE B, 6 IN.	LF	310.00		310.00	\$ 22.50	\$ 6,975.00	-	\$ -	\$ -	\$ -	310.00	0.00%
33	4.20	SUBDRAIN CLEANOUT, TYPE A-1	EA	45.00		45.00	\$ 905.00	\$ 40,725.00	1.00	\$ 905.00	\$ -	\$ 905.00	44.00	2.22%
34	4.21	SUBRAIN, OUTLET, CMP, CONNECTION TO INTAKE	EA	68.00		68.00	\$ 400.00	\$ 27,200.00	-	\$ -	\$ -	\$ -	68.00	0.00%
35	4.22	FIELD TILE REPAIR, PVC, UNSPECIFIED DIAMETER	LF	250.00		250.00	\$ 49.00	\$ 12,250.00	279.50	\$ 13,695.50	\$ -	\$ 13,695.50	(29.50)	111.80%
36	5.01	WATER MAIN, TRENCHED, PVC, DR18, 4 IN.	LF	120.00		120.00	\$ 32.00	\$ 3,840.00	-	\$ -	\$ -	\$ -	120.00	0.00%
37	5.02	WATER MAIN, TRENCHED, PVC, DR18, 6 IN.	LF	56.00		56.00	\$ 23.00	\$ 1,288.00	-	\$ -	\$ -	\$ -	56.00	0.00%
38	5.03	WATER MAIN, TRENCHED, PVC, DR18, 8 IN.	LF	666.00		666.00	\$ 51.00	\$ 33,966.00	682.00	\$ 34,782.00	\$ -	\$ 34,782.00	(16.00)	102.40%
39	5.04	WATER MAIN, TRENCHED, PVC, DR18, 12 IN.	LF	26.00		26.00	\$ 110.00	\$ 2,860.00	-	\$ -	\$ -	\$ -	26.00	0.00%
40	5.05	WATER MAIN,TRENCHED, DIP, C151, CLASS 52, 8 IN.	LF	28.00		28.00	\$ 95.00	\$ 2,660.00	-	\$ -	\$ -	\$ -	28.00	0.00%
41	5.06	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, DR18, 8 IN.	LF	1,008.00		1,008.00	\$ 53.00	\$ 53,424.00	518.50	\$ 27,480.50	\$ -	\$ 27,480.50	489.50	51.44%
42	5.07	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, DR18, 16 IN.	LF	3,879.00		3,879.00	\$ 124.00	\$ 480,996.00	1,449.00	\$ 179,676.00	\$ 217,485.00	\$ 397,161.00	2,430.00	37.35%
43	5.08	WATER MAIN W/ CASING PIPE, TRENCHED, RESTRAINED JOINT, PVC, DR18, 8 IN.	LF	40.00		40.00	\$ 200.00	\$ 8,000.00	40.00	\$ 8,000.00	\$ -	\$ 8,000.00	-	100.00%
44	5.09	WATER MAIN W/ CASING PIPE, TRENCHED, RESTRAINED JOINT, PVC, DR18, 16 IN.	LF	20.00		20.00	\$ 455.00	\$ 9,100.00	20.00	\$ 9,100.00	\$ -	\$ 9,100.00	-	100.00%
45	5.10	FITTING, 6" BEND	EA	15.00		15.00	\$ 900.00	\$ 13,500.00	-	\$ -	\$ -	\$ -	15.00	0.00%
46	5.11	FITTING, 6" CAP/PLUG	EA	1.00		1.00	\$ 355.00	\$ 355.00	-	\$ -	\$ -	\$ -	1.00	0.00%
47	5.12	FITTING, 8" BEND	EA	48.00		48.00	\$ 995.00	\$ 47,760.00	12.00	\$ 11,940.00	\$ -	\$ 11,940.00	36.00	25.00%
48	5.13	FITTING, 8" CAP/PLUG	EA	5.00		5.00	\$ 450.00	\$ 2,250.00	-	\$ -	\$ -	\$ -	5.00	0.00%
49	5.14	FITTING, 8"X4" REDUCER	EA	1.00		1.00	\$ 550.00	\$ 550.00	-	\$ -	\$ -	\$ -	1.00	0.00%
50	5.15	FITTING, 8"X6" TEE	EA	1.00		1.00	\$ 1,015.00	\$ 1,015.00	-	\$ -	\$ -	\$ -	1.00	0.00%
51	5.16	FITTING, 8"X8" TEE	EA	2.00		2.00	\$ 1,085.00	\$ 2,170.00	-	\$ -	\$ -	\$ -	2.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

52	5.17	FITTING, 12" BEND	EA	1.00		1.00	\$ 1,275.00	\$ 1,275.00	-	\$ -	\$ -	\$ -	1.00	0.00%
53	5.18	FITTING, 12" CAP/PLUG	EA	2.00		2.00	\$ 685.00	\$ 1,370.00	-	\$ -	\$ -	\$ -	2.00	0.00%
54	5.19	FITTING, 12"X12" TEE	EA	1.00		1.00	\$ 1,650.00	\$ 1,650.00	-	\$ -	\$ -	\$ -	1.00	0.00%
55	5.20	FITTING, 16" BEND	EA	22.00		22.00	\$ 1,365.00	\$ 30,030.00	14.00	\$ 19,110.00	\$ -	\$ 19,110.00	8.00	63.64%
56	5.21	FITTING, 16" CAP/PLUG	EA	3.00		3.00	\$ 1,165.00	\$ 3,495.00	-	\$ -	\$ -	\$ -	3.00	0.00%
57	5.22	FITTING, 16"X8" REDUCER	EA	1.00		1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	-	100.00%
58	5.23	FITTING, 16"X6" TEE	EA	1.00		1.00	\$ 2,180.00	\$ 2,180.00	-	\$ -	\$ -	\$ -	1.00	0.00%
59	5.24	FITTING, 16"X8" TEE	EA	10.00		10.00	\$ 2,300.00	\$ 23,000.00	2.00	\$ 4,600.00	\$ -	\$ 4,600.00	8.00	20.00%
60	5.25	FITTING, 16"X12" TEE	EA	4.00		4.00	\$ 2,550.00	\$ 10,200.00	2.00	\$ 5,100.00	\$ -	\$ 5,100.00	2.00	50.00%
61	5.26	FITTING, 16"X16" TEE	EA	1.00		1.00	\$ 3,050.00	\$ 3,050.00	1.00	\$ 3,050.00	\$ -	\$ 3,050.00	-	100.00%
62	5.27	WATER SERVICE STUB, COPPER, 1 IN.	LF	270.00		270.00	\$ 27.00	\$ 7,290.00	-	\$ -	\$ -	\$ -	270.00	0.00%
63	5.28	WATER SERVICE STUB, COPPER, 2 IN.	LF	10.00		10.00	\$ 82.00	\$ 820.00	-	\$ -	\$ -	\$ -	10.00	0.00%
64	5.29	WATER SERVICE CORPORATION	EA	4.00		4.00	\$ 795.00	\$ 3,180.00	-	\$ -	\$ -	\$ -	4.00	0.00%
65	5.30	WATER SERVICE CURB STOP AND BOX	EA	4.00		4.00	\$ 1,010.00	\$ 4,040.00	-	\$ -	\$ -	\$ -	4.00	0.00%
66	5.31	WATER SERVICE, TEMPORARY CONNECTION	EA	4.00		4.00	\$ 1,350.00	\$ 5,400.00	-	\$ -	\$ -	\$ -	4.00	0.00%
67	5.32	WATER MAIN REMOVAL	LF	4,534.00		4,534.00	\$ 16.50	\$ 74,811.00	-	\$ -	\$ -	\$ -	4,534.00	0.00%
68	5.33	VALVE, GATE, 4 IN.	EA	1.00		1.00	\$ 1,500.00	\$ 1,500.00	-	\$ -	\$ -	\$ -	1.00	0.00%
69	5.34	VALVE, GATE, 6 IN.	EA	3.00		3.00	\$ 1,805.00	\$ 5,415.00	-	\$ -	\$ -	\$ -	3.00	0.00%
70	5.35	VALVE, GATE, 8 IN.	EA	14.00		14.00	\$ 2,525.00	\$ 35,350.00	6.00	\$ 15,150.00	\$ -	\$ 15,150.00	8.00	42.86%
71	5.36	VALVE, GATE, 12 IN.	EA	1.00		1.00	\$ 4,310.00	\$ 4,310.00	-	\$ -	\$ -	\$ -	1.00	0.00%
72	5.37	VALVE, GATE, 16 IN.	EA	7.00		7.00	\$ 11,700.00	\$ 81,900.00	4.00	\$ 46,800.00	\$ -	\$ 46,800.00	3.00	57.14%
73	5.38	VALVE, GATE, 12 IN. LIVE INSERT	EA	2.00		2.00	\$ 19,775.00	\$ 39,550.00	-	\$ -	\$ -	\$ -	2.00	0.00%
74	5.39	LINE STOP, 12 IN.	EA	2.00		2.00	\$ 16,300.00	\$ 32,600.00	-	\$ -	\$ -	\$ -	2.00	0.00%
75	5.40	FIRE HYDRANT ASSEMBLY	EA	23.00		23.00	\$ 7,690.00	\$ 176,870.00	11.00	\$ 84,590.00	\$ -	\$ 84,590.00	12.00	47.83%
76	5.41	FIRE HYDRANT ASSEMBLY REMOVAL	EA	7.00		7.00	\$ 500.00	\$ 3,500.00	-	\$ -	\$ -	\$ -	7.00	0.00%
77	5.42	TEMPORARY CONNECTION, WATER MAIN	EA	2.00		2.00	\$ 6,175.00	\$ 12,350.00	-	\$ -	\$ -	\$ -	2.00	0.00%
78	5.43	RELOCATION OF IRRIGATION METER	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	-	\$ -	\$ -	\$ -	1.00	0.00%
79	6.01	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	1.00		1.00	\$ 4,360.00	\$ 4,360.00	1.00	\$ 4,360.00	\$ -	\$ 4,360.00	-	100.00%
80	6.02	MANHOLE, STORM SEWER, SW-401, 48 IN.	EA	5.00		5.00	\$ 4,000.00	\$ 20,000.00	2.00	\$ 8,000.00	\$ -	\$ 8,000.00	3.00	40.00%
81	6.03	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	4.00		4.00	\$ 4,615.00	\$ 18,460.00	-	\$ -	\$ -	\$ -	4.00	0.00%
82	6.04	MANHOLE, STORM SEWER, SW-401, 72 IN.	EA	6.00		6.00	\$ 7,425.00	\$ 44,550.00	-	\$ -	\$ -	\$ -	6.00	0.00%
83	6.05	MANHOLE, STORM SEWER, SW-401, 96 IN.	EA	3.00		3.00	\$ 13,500.00	\$ 40,500.00	2.00	\$ 27,000.00	\$ -	\$ 27,000.00	1.00	66.67%
84	6.06	INTAKE, SINGLE GRATE, SW-501	EA	4.00		4.00	\$ 3,000.00	\$ 12,000.00	1.00	\$ 3,000.00	\$ -	\$ 3,000.00	3.00	25.00%
85	6.07	INTAKE, SINGLE GRATE W/ MANHOLE, SW-503	EA	1.00		1.00	\$ 3,975.00	\$ 3,975.00	-	\$ -	\$ -	\$ -	1.00	0.00%
86	6.08	INTAKE, DOUBLE GRATE, SW-505	EA	18.00		18.00	\$ 4,400.00	\$ 79,200.00	2.00	\$ 8,800.00	\$ -	\$ 8,800.00	16.00	11.11%
87	6.09	INTAKE, DOULBE GRATE, SW-505, MOD1	EA	1.00		1.00	\$ 7,650.00	\$ 7,650.00	-	\$ -	\$ -	\$ -	1.00	0.00%
88	6.10	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506	EA	5.00		5.00	\$ 6,500.00	\$ 32,500.00	4.00	\$ 26,000.00	\$ -	\$ 26,000.00	1.00	80.00%
89	6.11	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506, MOD1	EA	6.00		6.00	\$ 9,450.00	\$ 56,700.00	4.00	\$ 37,800.00	\$ -	\$ 37,800.00	2.00	66.67%
90	6.12	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506, MOD2	EA	5.00		5.00	\$ 11,725.00	\$ 58,625.00	3.00	\$ 35,175.00	\$ -	\$ 35,175.00	2.00	60.00%
91	6.13	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506, MOD3	EA	1.00		1.00	\$ 11,675.00	\$ 11,675.00	-	\$ -	\$ -	\$ -	1.00	0.00%
92	6.14	INTAKE, CIRCULAR AREA, SW-512, CASE 1, 18 IN.	EA	2.00		2.00	\$ 1,850.00	\$ 3,700.00	-	\$ -	\$ -	\$ -	2.00	0.00%
93	6.15	INTAKE, DRAIN BASIN, PVC, 12 IN. DOME GRATE	EA	3.00		3.00	\$ 2,250.00	\$ 6,750.00	-	\$ -	\$ -	\$ -	3.00	0.00%
94	6.16	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	2.00		2.00	\$ 2,025.00	\$ 4,050.00	-	\$ -	\$ -	\$ -	2.00	0.00%
95	6.17	MANHOLE ADJUSTMENT, SANITARY, MAJOR	EA	3.00		3.00	\$ 3,050.00	\$ 9,150.00	-	\$ -	\$ -	\$ -	3.00	0.00%
96	6.18	INTAKE ADJUSTMENT, MAJOR	EA	1.00		1.00	\$ 2,300.00	\$ 2,300.00	-	\$ -	\$ -	\$ -	1.00	0.00%
97	6.19	CONNECTION TO EXISTING INTAKE	EA	1.00		1.00	\$ 4,550.00	\$ 4,550.00	-	\$ -	\$ -	\$ -	1.00	0.00%
98	6.20	REMOVE MANHOLE	EA	3.00		3.00	\$ 750.00	\$ 2,250.00	-	\$ -	\$ -	\$ -	3.00	0.00%
99	6.21	REMOVE INTAKE	EA	8.00		8.00	\$ 725.00	\$ 5,800.00	-	\$ -	\$ -	\$ -	8.00	0.00%
100	7.01	PAVEMENT, PCC, CLASS C, CLASS 4, 7 IN.	SY	954.00		954.00	\$ 60.00	\$ 57,240.00	-	\$ -	\$ -	\$ -	954.00	0.00%
101	7.02	PAVEMENT, PCC, CLASS C, CLASS 4, 9 IN.	SY	26,596.00		26,596.00	\$ 70.50	\$ 1,875,018.00	-	\$ -	\$ 132,255.25	\$ 132,255.25	26,596.00	0.00%
102	7.03	PAVEMENT, PCC, CLASS C, CLASS 4, 9 IN. COLORED	SY	500.00		500.00	\$ 137.00	\$ 68,500.00	-	\$ -	\$ -	\$ -	500.00	0.00%
103	7.04	PAVEMENT, REINFORCED PCC, CLASS C, CLASS 4, 9 IN.	SY	700.00		700.00	\$ 101.00	\$ 70,700.00	-	\$ -	\$ -	\$ -	700.00	0.00%
104	7.05	CONCRETE MEDIAN, DOWELED	SY	70.00		70.00	\$ 160.00	\$ 11,200.00	-	\$ -	\$ -	\$ -	70.00	0.00%
105	7.06	PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	\$ 7,500.00	\$ 7,500.00	-	\$ -	\$ -	\$ -	1.00	0.00%
106	7.07	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	SY	3,075.00		3,075.00	\$ 6.00	\$ 18,450.00	1,372.00	\$ 8,232.00	\$ -	\$ 8,232.00	1,703.00	44.62%
107	7.08	REMOVAL OF DRIVEWAY	SY	2,679.00		2,679.00	\$ 6.50	\$ 17,413.50	197.00	\$ 1,280.50	\$ -	\$ 1,280.50	2,482.00	7.35%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

108	7.09	REMOVAL OF CURB	LF	15.00		15.00	\$ 16.00	\$ 240.00	-	\$ -	\$ -	\$ -	15.00	0.00%
109	7.10	SHARED USE PATH, PCC, 6 IN.	SY	6,565.00		6,565.00	\$ 55.00	\$ 361,075.00	-	\$ -	\$ -	\$ -	6,565.00	0.00%
110	7.11	SIDEWALK, PCC, 5 IN.	SY	237.00		237.00	\$ 60.00	\$ 14,220.00	-	\$ -	\$ -	\$ -	237.00	0.00%
111	7.12	SIDEWALK, CLASS A, PCC, 5 IN.	SY	66.00		66.00	\$ 90.00	\$ 5,940.00	-	\$ -	\$ -	\$ -	66.00	0.00%
112	7.13	DETECTABLE WARNINGS	SF	666.00		666.00	\$ 60.00	\$ 39,960.00	-	\$ -	\$ -	\$ -	666.00	0.00%
113	7.14	SIDEWALK TRENCH DRAIN	EA	1.00		1.00	\$ 3,500.00	\$ 3,500.00	-	\$ -	\$ -	\$ -	1.00	0.00%
114	7.15	DRIVEWAY, PCC, 6 IN.	SY	324.00		324.00	\$ 70.00	\$ 22,680.00	-	\$ -	\$ -	\$ -	324.00	0.00%
115	7.16	DRIVEWAY, PCC, 7 IN.	SY	2,862.00		2,862.00	\$ 75.00	\$ 214,650.00	-	\$ -	\$ -	\$ -	2,862.00	0.00%
116	7.17	GRANULAR SURFACING, DRIVEWAY	TON	50.00		50.00	\$ 47.00	\$ 2,350.00	-	\$ -	\$ -	\$ -	50.00	0.00%
117	7.18	PAVEMENT REMOVAL	SY	15,193.00		15,193.00	\$ 5.50	\$ 83,561.50	-	\$ -	\$ -	\$ -	15,193.00	0.00%
118	7.19	CURB AND GUTTER REMOVAL	LF	280.00		280.00	\$ 10.00	\$ 2,800.00	-	\$ -	\$ -	\$ -	280.00	0.00%
119	7.20	TEMPORARY PAVEMENT, PCC, 6 IN.	SY	1,077.00		1,077.00	\$ 55.00	\$ 59,235.00	-	\$ -	\$ -	\$ -	1,077.00	0.00%
120	7.21	TEMPORARY PAVEMENT, HMA, 6 IN.	SY	1,643.00		1,643.00	\$ 60.00	\$ 98,580.00	116.00	\$ 6,960.00	\$ -	\$ 6,960.00	1,527.00	7.06%
121	7.22	TEMPORARY GRANULAR	TON	300.00		300.00	\$ 46.50	\$ 13,950.00	-	\$ -	\$ -	\$ -	300.00	0.00%
122	8.01	TRAFFIC SIGNALIZATION	LS	1.00		1.00	\$150,000.00	\$ 150,000.00	-	\$ -	\$ -	\$ -	1.00	0.00%
123	8.02	REMOVAL OF TEMPORARY TRAFFIC SIGNALIZATION	LS	1.00		1.00	\$ 4,053.00	\$ 4,053.00	-	\$ -	\$ -	\$ -	1.00	0.00%
124	8.03	RELOCATION OF TEMPORARY SIGNAL POLE	LS	1.00		1.00	\$ 1,121.00	\$ 1,121.00	-	\$ -	\$ -	\$ -	1.00	0.00%
125	8.04	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	126.21		126.21	\$ 62.00	\$ 7,825.02	-	\$ -	\$ -	\$ -	126.21	0.00%
126	8.05	PAINTED PAVEMENT MARKINGS, DURABLE	STA	171.41		171.41	\$ 132.00	\$ 22,626.12	-	\$ -	\$ -	\$ -	171.41	0.00%
127	8.06	WET, RETROFLECTIVE REMOVABLE TAPE MARKINGS	STA	10.64		10.64	\$ 200.00	\$ 2,128.00	-	\$ -	\$ -	\$ -	10.64	0.00%
128	8.07	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	41.00		41.00	\$ 250.00	\$ 10,250.00	-	\$ -	\$ -	\$ -	41.00	0.00%
129	8.08	PAVEMENT MARKINGS REMOVED	STA	154.85		154.85	\$ 55.00	\$ 8,516.75	-	\$ -	\$ -	\$ -	154.85	0.00%
130	8.09	GROOVES CUT FOR PAVEMENT MARKINGS	STA	171.41		171.41	\$ 95.00	\$ 16,283.95	-	\$ -	\$ -	\$ -	171.41	0.00%
131	8.10	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	41.00		41.00	\$ 195.00	\$ 7,995.00	-	\$ -	\$ -	\$ -	41.00	0.00%
132	8.11	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$75,000.00	\$ 75,000.00	-	\$ -	\$ -	\$ -	1.00	0.00%
133	8.12	TEMPORARY DIRECTIONAL AND ACCESS SIGNS	EA	10.00		10.00	\$ 300.00	\$ 3,000.00	-	\$ -	\$ -	\$ -	10.00	0.00%
134	8.13	PORTABLE DYNAMIC MESSAGE BOARDS	CDAY	100.00		100.00	\$ 100.00	\$ 10,000.00	2.00	\$ 200.00	\$ -	\$ 200.00	98.00	2.00%
135	8.14	TEMPORARY BARRIER RAIL, CONCRETE	LF	225.00		225.00	\$ 40.00	\$ 9,000.00	153.00	\$ 6,120.00	\$ -	\$ 6,120.00	72.00	68.00%
136	8.15	TYPE A SIGN ASSEMBLY, REMOVE AND SALVAGE	EA	67.00		67.00	\$ 100.00	\$ 6,700.00	-	\$ -	\$ -	\$ -	67.00	0.00%
137	8.16	FLASHING BEACON SIGN, REMOVE AND SALVAGE	EA	4.00		4.00	\$ 441.00	\$ 1,764.00	-	\$ -	\$ -	\$ -	4.00	0.00%
138	8.17	FLASHING BEACON SIGN, REINSTALL	EA	2.00		2.00	\$ 1,900.00	\$ 3,800.00	-	\$ -	\$ -	\$ -	2.00	0.00%
139	8.18	CONDUIT, HDPE, SDR 13.5, 2"	LF	4,230.00		4,230.00	\$ 18.00	\$ 76,140.00	-	\$ -	\$ -	\$ -	4,230.00	0.00%
140	8.19	FIBER REMOVE AND REINSTALL	LF	4,955.00		4,955.00	\$ 2.20	\$ 10,901.00	-	\$ -	\$ -	\$ -	4,955.00	0.00%
141	8.20	FUSION SPLICE	EA	28.00		28.00	\$ 108.00	\$ 3,024.00	-	\$ -	\$ -	\$ -	28.00	0.00%
142	8.21	PULL ROPE	LF	4,445.00		4,445.00	\$ 0.75	\$ 3,333.75	-	\$ -	\$ -	\$ -	4,445.00	0.00%
143	8.22	TRACER WIRE	LF	4,445.00		4,445.00	\$ 1.10	\$ 4,889.50	-	\$ -	\$ -	\$ -	4,445.00	0.00%
144	8.23	HANDHOLE, TYPE II, FURNISH AND INSTALL	EA	4.00		4.00	\$ 1,200.00	\$ 4,800.00	-	\$ -	\$ -	\$ -	4.00	0.00%
145	8.24	HANDHOLE, TYPE IV, FURNISH AND INSTALL	EA	1.00		1.00	\$ 3,600.00	\$ 3,600.00	-	\$ -	\$ -	\$ -	1.00	0.00%
146	8.25	REMOVE HANDHOLE	EA	4.00		4.00	\$ 375.00	\$ 1,500.00	-	\$ -	\$ -	\$ -	4.00	0.00%
147	9.01	CONVENTIONAL SEEDING, TYPE 1 (PERM. LAWN MIX.)	ACRE	9.00		9.00	\$ 2,300.00	\$ 20,700.00	-	\$ -	\$ -	\$ -	9.00	0.00%
148	9.02	CONVENTIONAL SEEDING, TYPE 2 (SLOPE AND DITCH)	ACRE	2.00		2.00	\$ 2,000.00	\$ 4,000.00	-	\$ -	\$ -	\$ -	2.00	0.00%
149	9.03	CONVENTIONAL SEEDING, TYPE 4 (URBAN TEMP. EROS. CONTROL MIX)	ACRE	15.00		15.00	\$ 650.00	\$ 9,750.00	0.50	\$ 325.00	\$ -	\$ 325.00	14.50	3.33%
150	9.04	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), PREPARATION	LS	1.00		1.00	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	\$ -	\$ 1,800.00	-	100.00%
151	9.05	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1.00		1.00	\$10,800.00	\$ 10,800.00	0.25	\$ 2,700.00	\$ -	\$ 2,700.00	0.75	25.00%
152	9.06	FILTER SOCK, 12 IN. INSTALLATION	LF	12,000.00		12,000.00	\$ 2.75	\$ 33,000.00	220.00	\$ 605.00	\$ -	\$ 605.00	11,780.00	1.83%
153	9.07	FILTER SOCK, MAINTENANCE AND REMOVAL	LF	12,000.00		12,000.00	\$ 0.20	\$ 2,400.00	-	\$ -	\$ -	\$ -	12,000.00	0.00%
154	9.08	TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP), TYPE 2C	SY	6,000.00		6,000.00	\$ 1.20	\$ 7,200.00	-	\$ -	\$ -	\$ -	6,000.00	0.00%
155	9.09	RIP RAP, CLASS E	TON	1,320.00		1,320.00	\$ 80.50	\$ 106,260.00	615.50	\$ 49,547.75	\$ -	\$ 49,547.75	704.50	46.63%
156	9.10	RIP RAP, EROSION STONE	TON	16.00		16.00	\$ 88.00	\$ 1,408.00	-	\$ -	\$ -	\$ -	16.00	0.00%
157	9.11	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF	7,000.00		7,000.00	\$ 1.75	\$ 12,250.00	-	\$ -	\$ -	\$ -	7,000.00	0.00%
158	9.12	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	7,000.00		7,000.00	\$ 0.05	\$ 350.00	-	\$ -	\$ -	\$ -	7,000.00	0.00%
159	9.13	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	7,000.00		7,000.00	\$ 0.05	\$ 350.00	-	\$ -	\$ -	\$ -	7,000.00	0.00%
160	9.14	EROSION CONTROL, HYDROMULCHING	ACRE	13.00		13.00	\$ 2,700.00	\$ 35,100.00	0.50	\$ 1,350.00	\$ -	\$ 1,350.00	12.50	3.85%
161	9.15	INLET PROTECTION DEVICE, DROP-IN, INSTALLATION	EA	84.00		84.00	\$ 200.00	\$ 16,800.00	-	\$ -	\$ -	\$ -	84.00	0.00%
162	9.16	INLET PROTECTION DEVICE, DROP-IN, MAINTENANCE	EA	84.00		84.00	\$ 10.00	\$ 840.00	-	\$ -	\$ -	\$ -	84.00	0.00%
163	9.17	INLET PROTECTION DEVICE, ROCK, INSTALLATION	EA	41.00		41.00	\$ 205.00	\$ 8,405.00	-	\$ -	\$ -	\$ -	41.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

164	9.18	INLET PROTECTION DEVICE, ROCK, MAINTENANCE	EA	41.00		41.00	\$ 150.00	\$ 6,150.00	-	\$ -	\$ -	\$ -	41.00	0.00%
165	9.19	CHAIN LINK FENCE	LF	109.00		109.00	\$ 28.35	\$ 3,090.15	-	\$ -	\$ -	\$ -	109.00	0.00%
166	9.20	REMOVE AND REINSTALL FENCE, WOOD	LF	30.00		30.00	\$ 42.00	\$ 1,260.00	-	\$ -	\$ -	\$ -	30.00	0.00%
167	9.21	REMOVAL OF FENCE, CHAIN LINK	LF	109.00		109.00	\$ 6.00	\$ 654.00	-	\$ -	\$ -	\$ -	109.00	0.00%
168	9.22	REMOVAL OF FENCE, FIELD FENCE	LF	637.00		637.00	\$ 3.00	\$ 1,911.00	-	\$ -	\$ -	\$ -	637.00	0.00%
169	9.23	TEMPORARY FENCE, CONSTRUCTION	LF	500.00		500.00	\$ 4.75	\$ 2,375.00	-	\$ -	\$ -	\$ -	500.00	0.00%
170	9.24	TEMPORARY FENCE, CHAIN LINK	LF	84.00		84.00	\$ 8.50	\$ 714.00	-	\$ -	\$ -	\$ -	84.00	0.00%
171	9.25	MEMORIAL BENCH, REMOVAL AND SALVAGE TO CITY	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	-	\$ -	\$ -	\$ -	1.00	0.00%
172	11.01	MOBILIZATION	LS	1.00		1.00	\$400,000.00	\$ 400,000.00	0.50	\$ 200,000.00	\$ -	\$ 200,000.00	0.50	50.00%
173	11.02	MAINTENANCE OF POSTAL SERVICE	LS	1.00		1.00	\$14,000.00	\$ 14,000.00	-	\$ -	\$ -	\$ -	1.00	0.00%
174	11.03	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		1.00	\$14,000.00	\$ 14,000.00	-	\$ -	\$ -	\$ -	1.00	0.00%
175	11.04	CONCRETE WASHOUT	LS	1.00		1.00	\$20,000.00	\$ 20,000.00	0.08	\$ 1,600.00	\$ -	\$ 1,600.00	0.92	8.00%
176	12.01	COMPACTING BACFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	38.00		38.00	\$ 150.00	\$ 5,700.00	38.00	\$ 5,700.00	\$ -	\$ 5,700.00	-	100.00%
177	12.02	REMOVALS, AS PER PLAN	LS	1.00		1.00	\$10,500.00	\$ 10,500.00	-	\$ -	\$ -	\$ -	1.00	0.00%
178	12.03	FLOODED BACKFILL	CY	685.00		685.00	\$ 62.00	\$ 42,470.00	530.64	\$ 32,899.68	\$ -	\$ 32,899.68	154.36	77.47%
179	12.04	EXCAVATION, CLASS 20	CY	4,192.00		4,192.00	\$ 16.50	\$ 69,168.00	3,118.00	\$ 51,447.00	\$ -	\$ 51,447.00	1,074.00	74.38%
180	12.05	GRANULAR MATERIAL FOR BLANKET	CY	349.00		349.00	\$ 88.00	\$ 30,712.00	227.00	\$ 19,976.00	\$ -	\$ 19,976.00	122.00	65.04%
181	12.06	STRUCTURAL CONCRETE (RCB CULVERT)	CY	443.50		443.50	\$ 640.00	\$ 283,840.00	443.50	\$ 283,840.00	\$ -	\$ 283,840.00	-	100.00%
182	12.07	REINFORCING STEEL	LBS	60,825.00		60,825.00	\$ 1.50	\$ 91,237.50	60,825.00	\$ 91,237.50	\$ -	\$ 91,237.50	-	100.00%
183	12.08	PRECAST CONCRETE BOX CULVERT, 8 FT X 4 FT	LF	148.00		148.00	\$ 625.00	\$ 92,500.00	70.00	\$ 43,750.00	\$ -	\$ 43,750.00	78.00	47.30%
184	12.09	PRECAST BOX CULVERT STRAIGHT END SECTION, 8 FTX 4 FT	EA	2.00		2.00	\$15,000.00	\$ 30,000.00	1.00	\$ 15,000.00	\$ -	\$ 15,000.00	1.00	50.00%
185	12.10	TEMPORARY SHORING	LS	1.00		1.00	\$116,000.00	\$ 116,000.00	0.75	\$ 87,000.00	\$ -	\$ 87,000.00	0.25	75.00%
186	12.11	EROSION STONE	TON	12.00		12.00	\$ 88.00	\$ 1,056.00	-	\$ -	\$ -	\$ -	12.00	0.00%
187	12.12	FENCE, CHAIN LINK, VINYL COATED	LF	166.20		166.20	\$ 175.00	\$ 29,085.00	-	\$ -	\$ -	\$ -	166.20	0.00%
188	12.13	REMOVE AND REINSTALL EXISTING PRECAST BOX CULVERT	LS	1.00		1.00	\$40,000.00	\$ 40,000.00	0.26	\$ 10,400.00	\$ -	\$ 10,400.00	0.74	26.00%
		Change Order Item												
CO1.1		RCB COLLAR	EA		1.00	1.00	\$10,000.00	\$ 10,000.00	-	\$ -	\$ -	\$ -	1.00	0.00%
CO1.2		COLD WEATHER PROTECTION	CY		357.50	357.50	\$ 17.00	\$ 6,077.50	357.50	\$ 6,077.50	\$ -	\$ 6,077.50	-	100.00%
CO1.3		HOT WATER FEE	CY		357.50	357.50	\$ 7.00	\$ 2,502.50	357.50	\$ 2,502.50	\$ -	\$ 2,502.50	-	100.00%
CO2.1		TRAFFIC SIGNAL BLACK PAINT	LS		1.00	1.00	\$ 5,971.35	\$ 5,971.35	-	\$ -	\$ -	\$ -	1.00	0.00%
						-	\$ -	\$ -	-	\$ -			-	0.00%
						-	\$ -	\$ -	-	\$ -			-	0.00%
						-	\$ -	\$ -	-	\$ -			-	0.00%
						-	\$ -	\$ -	-	\$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 9,071,861.34

\$ 2,546,520.78

28.07%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 14, 2023	\$ 29,996.25
2	December 26, 2023	\$ 782,466.64
3	January 23, 2024	\$ 987,543.39
4	February 13, 2024	\$90,208.43
5	March 26, 2024	\$ 231,925.01
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 2,122,139.72

Record of Change Orders

No.	Date	Amount
1	January 23, 2024	\$ 18,580.00
2	March 26, 2024	\$5,971.35
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TOTAL \$ 24,551.35

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	August 22, 2023
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

STORED MATERIALS COST

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	PROPOSED STORED VALUE	QUANTITY CHANGE - 1	QUANTITY CHANGE - 2	TOTAL VALUE	EQUIVALENT UNIT PRICE	STORED AMOUNT	REMAINING AMOUNT	VALUE OF STORED MATERIALS REMAINING	PERCENT REMAINING
1	CLEARING AND GRUBBING, UNITS	UNIT				\$ -	\$ 150.00	0.00	0.00	\$ -	0.00%
2	CLEARING AND GRUBBING, ACRE	ACRE				\$ -	\$ 9,500.00	0.00	0.00	\$ -	0.00%
3	TOPSOIL, ON-SITE	CY				\$ -	\$ 8.50	0.00	0.00	\$ -	0.00%
4	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY				\$ -	\$ 3.55	0.00	0.00	\$ -	0.00%
5	EXCAVATION, CLASS 10, CHANNEL	CY				\$ -	\$ 4.75	0.00	0.00	\$ -	0.00%
6	EXCAVATION, CLASS 10, CONTRACTOR FURNISH	CY				\$ -	\$ 14.00	0.00	0.00	\$ -	0.00%
7	EXCAVATION, CLASS 10, WASTE	CY				\$ -	\$ 11.00	0.00	0.00	\$ -	0.00%
8	BELOW GRADE EXCAVATION (CORE OUT)	CY				\$ -	\$ 81.25	0.00	0.00	\$ -	0.00%
9	SUBGRADE PREPARATION, 12 IN.	SY				\$ -	\$ 2.75	0.00	0.00	\$ -	0.00%
10	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR, TYPE 3	SY				\$ -	\$ 5.00	0.00	0.00	\$ -	0.00%
11	MODIFIED SUBBASE	CY				\$ -	\$ 69.50	0.00	0.00	\$ -	0.00%
12	REMOVAL OF ABANDONED RAILROAD	LF				\$ -	\$ 15.00	0.00	0.00	\$ -	0.00%
13	TRENCH FOUNDATION	TON				\$ -	\$ 45.00	0.00	0.00	\$ -	0.00%
14	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF				\$ -	\$ 70.50	0.00	0.00	\$ -	0.00%
15	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF				\$ -	\$ 91.50	0.00	0.00	\$ -	0.00%
16	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF				\$ -	\$ 103.00	0.00	0.00	\$ -	0.00%
17	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	LF				\$ -	\$ 106.50	0.00	0.00	\$ -	0.00%
18	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	LF				\$ -	\$ 167.50	0.00	0.00	\$ -	0.00%
19	STORM SEWER, TRENCHED, RCP, CLASS III, 54 IN.	LF				\$ -	\$ 213.00	0.00	0.00	\$ -	0.00%
20	STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN.	LF				\$ -	\$ 50.50	0.00	0.00	\$ -	0.00%
21	STORM SEWER, TRENCHED, RCP, CLASS V, 18 IN.	LF				\$ -	\$ 64.00	0.00	0.00	\$ -	0.00%
22	STORM SEWER, TRENCHED, HDPE, 12-IN	LF				\$ -	\$ 57.00	0.00	0.00	\$ -	0.00%
23	REMOVAL OF STORM SEWER, LESS THAN OR EQUAL TO 36 IN.	LF				\$ -	\$ 19.50	0.00	0.00	\$ -	0.00%
24	REMOVAL OF STORM SEWER, GREATER THAN 36 IN.	LF				\$ -	\$ 35.50	0.00	0.00	\$ -	0.00%
25	PIPE CULVERT, DRIVEWAY, CMP, 12 IN.	LF				\$ -	\$ 60.00	0.00	0.00	\$ -	0.00%
26	PIPE APRON, CMP, 12 IN.	EA				\$ -	\$ 1,075.00	0.00	0.00	\$ -	0.00%
27	PIPE APRON, CONCRETE, 24 IN.	EA				\$ -	\$ 2,705.00	0.00	0.00	\$ -	0.00%
28	PIPE APRON, CONCRETE, 36 IN.	EA				\$ -	\$ 3,825.00	0.00	0.00	\$ -	0.00%
29	PIPE APRON, CONCRETE, 42 IN.	EA				\$ -	\$ 4,415.00	0.00	0.00	\$ -	0.00%
30	PIPE APRON, CONCRETE, 54 IN.	EA				\$ -	\$ 5,650.00	0.00	0.00	\$ -	0.00%
31	SUBDRAIN, CORRUGATED, PVC, TYPE 1, CASE B, 6 IN.	LF				\$ -	\$ 22.50	0.00	0.00	\$ -	0.00%
32	SUBDRAIN, CORRUGATED, HDPE, TYPE 1, CASE B, 6 IN.	LF				\$ -	\$ 22.50	0.00	0.00	\$ -	0.00%
33	SUBDRAIN CLEANOUT, TYPE A-1	EA				\$ -	\$ 905.00	0.00	0.00	\$ -	0.00%
34	SUBRAIN, OUTLET, CMP, CONNECTION TO INTAKE	EA				\$ -	\$ 400.00	0.00	0.00	\$ -	0.00%
35	FIELD TILE REPAIR, PVC, UNSPECIFIED DIAMETER	LF				\$ -	\$ 49.00	0.00	0.00	\$ -	0.00%
36	WATER MAIN, TRENCHED, PVC, DR18, 4 IN.	LF				\$ -	\$ 32.00	0.00	0.00	\$ -	0.00%
37	WATER MAIN, TRENCHED, PVC, DR18, 6 IN.	LF				\$ -	\$ 23.00	0.00	0.00	\$ -	0.00%
38	WATER MAIN, TRENCHED, PVC, DR18, 8 IN.	LF				\$ -	\$ 51.00	0.00	0.00	\$ -	0.00%
39	WATER MAIN, TRENCHED, PVC, DR18, 12 IN.	LF				\$ -	\$ 110.00	0.00	0.00	\$ -	0.00%
40	WATER MAIN, TRENCHED, DIP, C151, CLASS 52, 8 IN.	LF				\$ -	\$ 95.00	0.00	0.00	\$ -	0.00%
41	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, DR18, 8 IN.	LF				\$ -	\$ 53.00	0.00	0.00	\$ -	0.00%
42	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, DR18, 16 IN.	LF	\$347,170.50			\$347,170.50	\$ 89.50	3879.00	2,430.00	\$ 217,485	62.65%
43	WATER MAIN W/ CASING PIPE, TRENCHED, RESTRAINED JOINT, PVC, DR18, 8 IN.	EA				\$ -	\$ 200.00	0.00	0.00	\$ -	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

44	WATER MAIN W/ CASING PIPE, TRENCHED, RESTRAINED JOINT, PVC, DR18, 16 IN.	EA				\$ -	\$ 455.00	0.00	0.00	\$ -	0.00%
45	FITTING, 6" BEND	EA				\$ -	\$ 900.00	0.00	0.00	\$ -	0.00%
46	FITTING, 6" CAP/PLUG	EA				\$ -	\$ 355.00	0.00	0.00	\$ -	0.00%
47	FITTING, 8" BEND	EA				\$ -	\$ 995.00	0.00	0.00	\$ -	0.00%
48	FITTING, 8" CAP/PLUG	EA				\$ -	\$ 450.00	0.00	0.00	\$ -	0.00%
49	FITTING, 8"X4" REDUCER	EA				\$ -	\$ 550.00	0.00	0.00	\$ -	0.00%
50	FITTING, 8"X6" TEE	EA				\$ -	\$ 1,015.00	0.00	0.00	\$ -	0.00%
51	FITTING, 8"X8" TEE	EA				\$ -	\$ 1,085.00	0.00	0.00	\$ -	0.00%
52	FITTING, 12" BEND	EA				\$ -	\$ 1,275.00	0.00	0.00	\$ -	0.00%
53	FITTING, 12" CAP/PLUG	EA				\$ -	\$ 685.00	0.00	0.00	\$ -	0.00%
54	FITTING, 12"X12" TEE	EA				\$ -	\$ 1,650.00	0.00	0.00	\$ -	0.00%
55	FITTING, 16" BEND	EA				\$ -	\$ 1,365.00	0.00	0.00	\$ -	0.00%
56	FITTING, 16" CAP/PLUG	EA				\$ -	\$ 1,165.00	0.00	0.00	\$ -	0.00%
57	FITTING, 16"X8" REDUCER	EA				\$ -	\$ 1,500.00	0.00	0.00	\$ -	0.00%
58	FITTING, 16"X6" TEE	EA				\$ -	\$ 2,180.00	0.00	0.00	\$ -	0.00%
59	FITTING, 16"X8" TEE	EA				\$ -	\$ 2,300.00	0.00	0.00	\$ -	0.00%
60	FITTING, 16"X12" TEE	LF				\$ -	\$ 2,550.00	0.00	0.00	\$ -	0.00%
61	FITTING, 16"X16" TEE	LF				\$ -	\$ 3,050.00	0.00	0.00	\$ -	0.00%
62	WATER SERVICE STUB, COPPER, 1 IN.	EA				\$ -	\$ 27.00	0.00	0.00	\$ -	0.00%
63	WATER SERVICE STUB, COPPER, 2 IN.	EA				\$ -	\$ 82.00	0.00	0.00	\$ -	0.00%
64	WATER SERVICE CORPORATION	EA				\$ -	\$ 795.00	0.00	0.00	\$ -	0.00%
65	WATER SERVICE CURB STOP AND BOX	LF				\$ -	\$ 1,010.00	0.00	0.00	\$ -	0.00%
66	WATER SERVICE, TEMPORARY CONNECTION	EA				\$ -	\$ 1,350.00	0.00	0.00	\$ -	0.00%
67	WATER MAIN REMOVAL	EA				\$ -	\$ 16.50	0.00	0.00	\$ -	0.00%
68	VALVE, GATE, 4 IN.	EA				\$ -	\$ 1,500.00	0.00	0.00	\$ -	0.00%
69	VALVE, GATE, 6 IN.	EA				\$ -	\$ 1,805.00	0.00	0.00	\$ -	0.00%
70	VALVE, GATE, 8 IN.	EA				\$ -	\$ 2,525.00	0.00	0.00	\$ -	0.00%
71	VALVE, GATE, 12 IN.	EA				\$ -	\$ 4,310.00	0.00	0.00	\$ -	0.00%
72	VALVE, GATE, 16 IN.	EA				\$ -	\$11,700.00	0.00	0.00	\$ -	0.00%
73	VALVE, GATE, 12 IN. LIVE INSERT	EA				\$ -	\$19,775.00	0.00	0.00	\$ -	0.00%
74	LINE STOP, 12 IN.	EA				\$ -	\$16,300.00	0.00	0.00	\$ -	0.00%
75	FIRE HYDRANT ASSEMBLY	EA				\$ -	\$ 7,690.00	0.00	0.00	\$ -	0.00%
76	FIRE HYDRANT ASSEMBLY REMOVAL	LS				\$ -	\$ 500.00	0.00	0.00	\$ -	0.00%
77	TEMPORARY CONNECTION, WATER MAIN	EA				\$ -	\$ 6,175.00	0.00	0.00	\$ -	0.00%
78	RELOCATION OF IRRIGATION METER	EA				\$ -	\$ 2,500.00	0.00	0.00	\$ -	0.00%
79	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA				\$ -	\$ 4,360.00	0.00	0.00	\$ -	0.00%
80	MANHOLE, STORM SEWER, SW-401, 48 IN.	EA				\$ -	\$ 4,000.00	0.00	0.00	\$ -	0.00%
81	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA				\$ -	\$ 4,615.00	0.00	0.00	\$ -	0.00%
82	MANHOLE, STORM SEWER, SW-401, 72 IN.	EA				\$ -	\$ 7,425.00	0.00	0.00	\$ -	0.00%
83	MANHOLE, STORM SEWER, SW-401, 96 IN.	EA				\$ -	\$13,500.00	0.00	0.00	\$ -	0.00%
84	INTAKE, SINGLE GRATE, SW-501	EA				\$ -	\$ 3,000.00	0.00	0.00	\$ -	0.00%
85	INTAKE, SINGLE GRATE W/ MANHOLE, SW-503	EA				\$ -	\$ 3,975.00	0.00	0.00	\$ -	0.00%
86	INTAKE, DOUBLE GRATE, SW-505	EA				\$ -	\$ 4,400.00	0.00	0.00	\$ -	0.00%
87	INTAKE, DOULBE GRATE, SW-505, MOD1	EA				\$ -	\$ 7,650.00	0.00	0.00	\$ -	0.00%
88	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506	EA				\$ -	\$ 6,500.00	0.00	0.00	\$ -	0.00%
89	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506, MOD1	EA				\$ -	\$ 9,450.00	0.00	0.00	\$ -	0.00%
90	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506, MOD2	EA				\$ -	\$11,725.00	0.00	0.00	\$ -	0.00%
91	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506, MOD3	EA				\$ -	\$11,675.00	0.00	0.00	\$ -	0.00%

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92	INTAKE, CIRCULAR AREA, SW-512, CASE 1, 18 IN.	EA				\$ -	\$ 1,850.00	0.00	0.00	\$ -	0.00%
93	INTAKE, DRAIN BASIN, PVC, 12 IN. DOME GRATE	EA				\$ -	\$ 2,250.00	0.00	0.00	\$ -	0.00%
94	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA				\$ -	\$ 2,025.00	0.00	0.00	\$ -	0.00%
95	MANHOLE ADJUSTMENT, SANITARY, MAJOR	EA				\$ -	\$ 3,050.00	0.00	0.00	\$ -	0.00%
96	INTAKE ADJUSTMENT, MAJOR	EA				\$ -	\$ 2,300.00	0.00	0.00	\$ -	0.00%
97	CONNECTION TO EXISTING INTAKE	EA				\$ -	\$ 4,550.00	0.00	0.00	\$ -	0.00%
98	REMOVE MANHOLE	SY				\$ -	\$ 750.00	0.00	0.00	\$ -	0.00%
99	REMOVE INTAKE	SY				\$ -	\$ 725.00	0.00	0.00	\$ -	0.00%
100	PAVEMENT, PCC, CLASS C, CLASS 4, 7 IN.	SY				\$ -	\$ 60.00	0.00	0.00	\$ -	0.00%
101	PAVEMENT, PCC, CLASS C, CLASS 4, 9 IN.	SY	\$132,255.26			\$ -	\$ 7.29	18142.01	18,142.01	\$ 132,255.25	0.00%
102	PAVEMENT, PCC, CLASS C, CLASS 4, 9 IN. COLORED	SY				\$ -	\$ 137.00	0.00	0.00	\$ -	0.00%
103	PAVEMENT, REINFORCED PCC, CLASS C, CLASS 4, 9 IN.	LS				\$ -	\$ 101.00	0.00	0.00	\$ -	0.00%
104	CONCRETE MEDIAN, DOWELED	SY				\$ -	\$ 160.00	0.00	0.00	\$ -	0.00%
105	PAVEMENT SAMPLES AND TESTING	SY				\$ -	\$ 7,500.00	0.00	0.00	\$ -	0.00%
106	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	LF				\$ -	\$ 6.00	0.00	0.00	\$ -	0.00%
107	REMOVAL OF DRIVEWAY	SY				\$ -	\$ 6.50	0.00	0.00	\$ -	0.00%
108	REMOVAL OF CURB	SY				\$ -	\$ 16.00	0.00	0.00	\$ -	0.00%
109	SHARED USE PATH, PCC, 6 IN.	SY				\$ -	\$ 55.00	0.00	0.00	\$ -	0.00%
110	SIDEWALK, PCC, 5 IN.	SF				\$ -	\$ 60.00	0.00	0.00	\$ -	0.00%
111	SIDEWALK, CLASS A, PCC, 5 IN.	EA				\$ -	\$ 90.00	0.00	0.00	\$ -	0.00%
112	DETECTABLE WARNINGS	SY				\$ -	\$ 60.00	0.00	0.00	\$ -	0.00%
113	SIDEWALK TRENCH DRAIN	SY				\$ -	\$ 3,500.00	0.00	0.00	\$ -	0.00%
114	DRIVEWAY, PCC, 6 IN.	TON				\$ -	\$ 70.00	0.00	0.00	\$ -	0.00%
115	DRIVEWAY, PCC, 7 IN.	SY				\$ -	\$ 75.00	0.00	0.00	\$ -	0.00%
116	GRANULAR SURFACING, DRIVEWAY	LF				\$ -	\$ 47.00	0.00	0.00	\$ -	0.00%
117	PAVEMENT REMOVAL	SY				\$ -	\$ 5.50	0.00	0.00	\$ -	0.00%
118	CURB AND GUTTER REMOVAL	SY				\$ -	\$ 10.00	0.00	0.00	\$ -	0.00%
119	TEMPORARY PAVEMENT, PCC, 6 IN.	TON				\$ -	\$ 55.00	0.00	0.00	\$ -	0.00%
120	TEMPORARY PAVEMENT, HMA, 6 IN.	LS				\$ -	\$ 60.00	0.00	0.00	\$ -	0.00%
121	TEMPORARY GRANULAR	LS				\$ -	\$ 46.50	0.00	0.00	\$ -	0.00%
122	TRAFFIC SIGNALIZATION	LS				\$ -	\$150,000.00	0.00	0.00	\$ -	0.00%
123	REMOVAL OF TEMPORARY TRAFFIC SIGNALIZATION	STA				\$ -	\$ 4,053.00	0.00	0.00	\$ -	0.00%
124	RELOCATION OF TEMPORARY SIGNAL POLE	STA				\$ -	\$ 1,121.00	0.00	0.00	\$ -	0.00%
125	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA				\$ -	\$ 62.00	0.00	0.00	\$ -	0.00%
126	PAINTED PAVEMENT MARKINGS, DURABLE	EA				\$ -	\$ 132.00	0.00	0.00	\$ -	0.00%
127	WET, RETROFLECTIVE REMOVABLE TAPE MARKINGS	STA				\$ -	\$ 200.00	0.00	0.00	\$ -	0.00%
128	PAINTED SYMBOLS AND LEGENDS, DURABLE	STA				\$ -	\$ 250.00	0.00	0.00	\$ -	0.00%
129	PAVEMENT MARKINGS REMOVED	EA				\$ -	\$ 55.00	0.00	0.00	\$ -	0.00%
130	GROOVES CUT FOR PAVEMENT MARKINGS	LS				\$ -	\$ 95.00	0.00	0.00	\$ -	0.00%
131	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA				\$ -	\$ 195.00	0.00	0.00	\$ -	0.00%
132	TEMPORARY TRAFFIC CONTROL	CDAY				\$ -	\$75,000.00	0.00	0.00	\$ -	0.00%
133	TEMPORARY DIRECTIONAL AND ACCESS SIGNS	LF				\$ -	\$ 300.00	0.00	0.00	\$ -	0.00%
134	PORTABLE DYNAMIC MESSAGE BOARDS	EA				\$ -	\$ 100.00	0.00	0.00	\$ -	0.00%
135	TEMPORARY BARRIER RAIL, CONCRETE	EA				\$ -	\$ 40.00	0.00	0.00	\$ -	0.00%
136	TYPE A SIGN ASSEMBLY, REMOVE AND SALVAGE	EA				\$ -	\$ 100.00	0.00	0.00	\$ -	0.00%
137	FLASHING BEACON SIGN, REMOVE AND SALVAGE	LF				\$ -	\$ 441.00	0.00	0.00	\$ -	0.00%
138	FLASHING BEACON SIGN, REINSTALL	LF				\$ -	\$ 1,900.00	0.00	0.00	\$ -	0.00%
139	CONDUIT, HDPE, SDR 13.5, 2"	EA				\$ -	\$ 18.00	0.00	0.00	\$ -	0.00%

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140	FIBER REMOVE AND REINSTALL	LF				\$ -	\$ 2.20	0.00	0.00	\$ -	0.00%
141	FUSION SPLICE	LF				\$ -	\$ 108.00	0.00	0.00	\$ -	0.00%
142	PULL ROPE	EA				\$ -	\$ 0.75	0.00	0.00	\$ -	0.00%
143	TRACER WIRE	EA				\$ -	\$ 1.10	0.00	0.00	\$ -	0.00%
144	HANDHOLE, TYPE II, FURNISH AND INSTALL	EA				\$ -	\$ 1,200.00	0.00	0.00	\$ -	0.00%
145	HANDHOLE, TYPE IV, FURNISH AND INSTALL	ACRE				\$ -	\$ 3,600.00	0.00	0.00	\$ -	0.00%
146	REMOVE HANDHOLE	ACRE				\$ -	\$ 375.00	0.00	0.00	\$ -	0.00%
147	CONVENTIONAL SEEDING, TYPE 1 (PERM. LAWN MIX.)	ACRE				\$ -	\$ 2,300.00	0.00	0.00	\$ -	0.00%
148	CONVENTIONAL SEEDING, TYPE 2 (SLOPE AND DITCH)	LS				\$ -	\$ 2,000.00	0.00	0.00	\$ -	0.00%
149	CONVENTIONAL SEEDING, TYPE 4 (URBAN TEMP. EROS. CONTROL MIX)	LS				\$ -	\$ 650.00	0.00	0.00	\$ -	0.00%
150	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), PREPARATION	LF				\$ -	\$ 1,800.00	0.00	0.00	\$ -	0.00%
151	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LF				\$ -	\$10,800.00	0.00	0.00	\$ -	0.00%
152	FILTER SOCK, 12 IN. INSTALLATION	SY				\$ -	\$ 2.75	0.00	0.00	\$ -	0.00%
153	FILTER SOCK, MAINTENANCE AND REMOVAL	TON				\$ -	\$ 0.20	0.00	0.00	\$ -	0.00%
154	TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP), TYPE 2C	TON				\$ -	\$ 1.20	0.00	0.00	\$ -	0.00%
155	RIP RAP, CLASS E	LF				\$ -	\$ 80.50	0.00	0.00	\$ -	0.00%
156	RIP RAP, EROSION STONE	LF				\$ -	\$ 88.00	0.00	0.00	\$ -	0.00%
157	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF				\$ -	\$ 1.75	0.00	0.00	\$ -	0.00%
158	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	ACRE				\$ -	\$ 0.05	0.00	0.00	\$ -	0.00%
159	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	EA				\$ -	\$ 0.05	0.00	0.00	\$ -	0.00%
160	EROSION CONTROL, HYDROMULCHING	EA				\$ -	\$ 2,700.00	0.00	0.00	\$ -	0.00%
161	INLET PROTECTION DEVICE, DROP-IN, INSTALLATION	EA				\$ -	\$ 200.00	0.00	0.00	\$ -	0.00%
162	INLET PROTECTION DEVICE, DROP-IN, MAINTENANCE	EA				\$ -	\$ 10.00	0.00	0.00	\$ -	0.00%
163	INLET PROTECTION DEVICE, ROCK, INSTALLATION	LF				\$ -	\$ 205.00	0.00	0.00	\$ -	0.00%
164	INLET PROTECTION DEVICE, ROCK, MAINTENANCE	LF				\$ -	\$ 150.00	0.00	0.00	\$ -	0.00%
165	CHAIN LINK FENCE	LF				\$ -	\$ 28.35	0.00	0.00	\$ -	0.00%
166	REMOVE AND REINSTALL FENCE, WOOD	LF				\$ -	\$ 42.00	0.00	0.00	\$ -	0.00%
167	REMOVAL OF FENCE, CHAIN LINK	LF				\$ -	\$ 6.00	0.00	0.00	\$ -	0.00%
168	REMOVAL OF FENCE, FIELD FENCE	LF				\$ -	\$ 3.00	0.00	0.00	\$ -	0.00%
169	TEMPORARY FENCE, CONSTRUCTION	EA				\$ -	\$ 4.75	0.00	0.00	\$ -	0.00%
170	TEMPORARY FENCE, CHAIN LINK	LS				\$ -	\$ 8.50	0.00	0.00	\$ -	0.00%
171	MEMORIAL BENCH, REMOVAL AND SALVAGE TO CITY	LS				\$ -	\$ 2,500.00	0.00	0.00	\$ -	0.00%
172	MOBILIZATION	LS				\$ -	\$400,000.00	0.00	0.00	\$ -	0.00%
173	MAINTENANCE OF POSTAL SERVICE	LS				\$ -	\$14,000.00	0.00	0.00	\$ -	0.00%
174	MAINTENANCE OF SOLID WASTE COLLECTION	CY				\$ -	\$14,000.00	0.00	0.00	\$ -	0.00%
175	CONCRETE WASHOUT	LS				\$ -	\$20,000.00	0.00	0.00	\$ -	0.00%
176	COMPACTING BACFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY				\$ -	\$ 150.00	0.00	0.00	\$ -	0.00%
177	REMOVALS, AS PER PLAN	CY				\$ -	\$10,500.00	0.00	0.00	\$ -	0.00%
178	FLOODED BACKFILL	CY				\$ -	\$ 62.00	0.00	0.00	\$ -	0.00%
179	EXCAVATION, CLASS 20	CY				\$ -	\$ 16.50	0.00	0.00	\$ -	0.00%
180	GRANULAR MATERIAL FOR BLANKET	LBS				\$ -	\$ 88.00	0.00	0.00	\$ -	0.00%
181	STRUCTURAL CONCRETE (RCB CULVERT)	LF				\$ -	\$ 640.00	0.00	0.00	\$ -	0.00%
182	REINFORCING STEEL	EA				\$ -	\$ 1.50	0.00	0.00	\$ -	0.00%
183	PRECAST CONCRETE BOX CULVERT, 8 FT X 4 FT	LS				\$ -	\$ 625.00	0.00	0.00	\$ -	0.00%
184	PRECAST BOX CULVERT STRAIGHT END SECTION, 8 FT X 4 FT	TON				\$ -	\$15,000.00	0.00	0.00	\$ -	0.00%
185	TEMPORARY SHORING	LF				\$ -	\$116,000.00	0.00	0.00	\$ -	0.00%
186	EROSION STONE	LS				\$ -	\$ 88.00	0.00	0.00	\$ -	0.00%
187	FENCE, CHAIN LINK, VINYL COATED	LF				\$ -	\$ 175.00	0.00	0.00	\$ -	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

188	REMOVE AND REINSTALL EXISTING PRECAST BOX CULVERT	LS				\$ -	\$40,000.00	0.00	0.00	\$ -	0.00%
	Change Order Item										
1	RCB COLLAR	EA				\$ -	\$10,000.00	0	-	\$ -	0.00%
2	COLD WEATHER PROTECTION	CY				\$ -	\$ 17.00	0	-	\$ -	0.00%
3	HOT WATER FEE	CY				\$ -	\$ 7.00	0	-	\$ -	0.00%
4	TRAFFIC SIGNAL BLACK PAINT	LS				\$ -	\$ 5,971.35	0	-	\$ -	0.00%
5						\$ -	\$ -				0.00%
6						\$ -	\$ -				0.00%
7						\$ -	\$ -				0.00%
8						\$ -	\$ -				0.00%

TOTAL VALUE OF STORED MATERIALS AND VALUE OF STORED
MATERIALS REMAINING TO DATE

\$347,170.50

\$ 349,740.25 100.74%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Little Beaver, 4th, 5th & 6th Water Main
Contractor: Jackson Creek Enterprises, L.C.
Address: 2232 120th Street, Allerton, IA 50008
Finance Budget Code: 345-810-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: December 12, 2023 **Vendor #** 4695

Date of Council Meeting: April 23, 2024 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: March 1, 2024 Through: March 31, 2024

Contract Summary

Original Contract Amount:	\$	761,624.00	
Net change by Change Orders:	\$	4,190.00	
Contract Amount to Date: (line 1 ± 2)	\$	765,814.00	
Total completed and stored to date:	\$	64,184.50	
Retainage: 5 % of Completed Work:	\$	3,209.23	
Total Earned less Retainage:	\$	60,975.27	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$	60,975.27	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 60,975.27

Balance to finish, including retainage: \$ 704,838.73

Contract Time Remaining (If applicable) 80.00 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: Jackson Creek Enterprises, L.C.

Signature: David Wampler Firm Name: _____ Date: 04/09/2024

Engineer / Consultant Approval: _____
Firm Name: _____

Signature: _____ Date: _____

City of Grimes Staff Approval: _____
Signature: [Signature] Date: 4-9-24

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.	SUDAS 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	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	2.01	CLEARING AND GRUBBING	LS	1.00		1.00	\$ 16,500.00	\$ 16,500.00	1.00	\$ 16,500.00	\$ -	\$ 16,500.00	-	100.00%
2	3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$ 8,000.00	\$ 8,000.00	-	\$ -	\$ -	\$ -	1.00	0.00%
3	4.01	STORM SEWER, TRENCHED, RCP W/ GASKETED JOINTS, 15-IN	LF	8.00		8.00	\$ 145.00	\$ 1,160.00	-	\$ -	\$ -	\$ -	8.00	0.00%
4	4.02	STORM SEWER, TRENCHED, RCP W/ GASKETED JOINTS, 18-IN	LF	8.00		8.00	\$ 150.00	\$ 1,200.00	-	\$ -	\$ -	\$ -	8.00	0.00%
5	4.03	REMOVAL OF STORM SEWER, LESS THAN 36-IN	LF	16.00		16.00	\$ 25.00	\$ 400.00	-	\$ -	\$ -	\$ -	16.00	0.00%
6	5.01	WATER MAIN, TRENCHED, C900 DR-18 PVC, 8-IN	LF	176.00		176.00	\$ 100.00	\$ 17,600.00	-	\$ -	\$ -	\$ -	176.00	0.00%
7	5.02	WATER MAIN, TRENCHLESS, C900 DR-18 PVC, 8-IN	LF	2,819.00		2,819.00	\$ 100.00	\$ 281,900.00	180.00	\$ 18,000.00	\$ -	\$ 18,000.00	2,639.00	6.39%
8	5.03	FITTING, TEE, 8-IN X 8-IN	EA	3.00	(3.00)	-	\$ 1,600.00	\$ -	-	\$ -	\$ -	\$ -	-	0.00%
9	5.04	FITTING, BEND, 45 DEGREE, 8-IN	EA	5.00		5.00	\$ 1,305.00	\$ 6,525.00	-	\$ -	\$ -	\$ -	5.00	0.00%
10	5.05	WATER SERVICE STUB, SAME SIDE OF STREET, COPPER, 1-IN	EA	29.00		29.00	\$ 1,900.00	\$ 55,100.00	-	\$ -	\$ -	\$ -	29.00	0.00%
11	5.06	WATER SERVICE STUB, OPPOSITE SIDE OF STREET, COPPER, 1-IN	EA	23.00		23.00	\$ 2,400.00	\$ 55,200.00	-	\$ -	\$ -	\$ -	23.00	0.00%
12	5.07	CONNECTION TO EXISTING WATER MAIN	EA	5.00		5.00	\$ 4,500.00	\$ 22,500.00	-	\$ -	\$ -	\$ -	5.00	0.00%
13	5.08	VALVE, GATE, RW, 8-IN.	EA	9.00		9.00	\$ 3,000.00	\$ 27,000.00	2.00	\$ 6,000.00	\$ -	\$ 6,000.00	7.00	22.22%
14	5.09	VALVE, GATE, RW, 8-IN., LIVE INSERT	EA	1.00		1.00	\$ 8,800.00	\$ 8,800.00	-	\$ -	\$ -	\$ -	1.00	0.00%
15	5.10	LINE STOP, 8-IN	EA	1.00		1.00	\$ 8,800.00	\$ 8,800.00	-	\$ -	\$ -	\$ -	1.00	0.00%
16	5.11	FIRE HYDRANT ASSEMBLY	EA	2.00		2.00	\$ 6,970.00	\$ 13,940.00	-	\$ -	\$ -	\$ -	2.00	0.00%
17	5.12	ALTERNATE FIRE HYDRANT ASSEMBLY	EA	4.00		4.00	\$ 7,215.00	\$ 28,860.00	1.00	\$ 7,215.00	\$ -	\$ 7,215.00	3.00	25.00%
18	5.13	TEMPORARY 2-IN. FLUSHING DEVICE, BLOWOFF	EA	4.00		4.00	\$ 3,000.00	\$ 12,000.00	-	\$ -	\$ -	\$ -	4.00	0.00%
19	5.14	FIRE HYDRANT REMOVAL	EA	6.00		6.00	\$ 1,200.00	\$ 7,200.00	-	\$ -	\$ -	\$ -	6.00	0.00%
20	5.15	VALVE BOX REMOVAL	EA	11.00		11.00	\$ 350.00	\$ 3,850.00	-	\$ -	\$ -	\$ -	11.00	0.00%
21	7.01	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00	-	\$ -	\$ -	\$ -	1.00	0.00%
22	7.02	REMOVAL OF SIDEWALK	SY	363.00		363.00	\$ 20.00	\$ 7,260.00	11.10	\$ 222.00	\$ -	\$ 222.00	351.90	3.06%
23	7.03	REMOVAL OF DRIVEWAY	SY	186.00		186.00	\$ 30.00	\$ 5,580.00	-	\$ -	\$ -	\$ -	186.00	0.00%
24	7.04	SIDEWALK, PCC, 4-IN. THICKNESS	SY	358.00		358.00	\$ 87.00	\$ 31,146.00	-	\$ -	\$ -	\$ -	358.00	0.00%
25	7.05	SIDEWALK, PCC, 6-IN. THICKNESS	SY	5.00		5.00	\$ 124.00	\$ 620.00	-	\$ -	\$ -	\$ -	5.00	0.00%
26	7.06	DETECTABLE WARNINGS	SF	8.00		8.00	\$ 50.00	\$ 400.00	-	\$ -	\$ -	\$ -	8.00	0.00%
27	7.07	DRIVEWAY, PAVED, PCC, 6-IN. THICKNESS	SY	186.00		186.00	\$ 124.00	\$ 23,064.00	-	\$ -	\$ -	\$ -	186.00	0.00%
28	7.08	SIDEWALK ASSURANCE TESTING	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	-	\$ -	\$ -	\$ -	1.00	0.00%
29	7.09	FULL DEPTH PATCHES, PCC	SY	19.00		19.00	\$ 132.00	\$ 2,508.00	-	\$ -	\$ -	\$ -	19.00	0.00%
30	7.10	TEMPORARY PATCHES, PCC, 4-IN THICKNESS	SY	103.00		103.00	\$ 87.00	\$ 8,961.00	-	\$ -	\$ -	\$ -	103.00	0.00%
31	8.01	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 15,750.00	\$ 15,750.00	0.25	\$ 3,937.50	\$ -	\$ 3,937.50	0.75	25.00%
32	8.02	REMOVE & SALVAGE SIGN TO OWNER	EA	5.00		5.00	\$ 100.00	\$ 500.00	-	\$ -	\$ -	\$ -	5.00	0.00%
33	9.01	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING (BFM), TYPE	LS	1.00		1.00	\$ 7,000.00	\$ 7,000.00	-	\$ -	\$ -	\$ -	1.00	0.00%
34	9.02	WATTLE, INSTALLATION	LF	1,600.00		1,600.00	\$ 5.00	\$ 8,000.00	75.00	\$ 375.00	\$ -	\$ 375.00	1,525.00	4.69%
35	9.03	WATTLE, REMOVAL	LF	1,600.00		1,600.00	\$ 2.00	\$ 3,200.00	-	\$ -	\$ -	\$ -	1,600.00	0.00%
36	9.04	HYDRAULIC MULCHING, TEMPORARY	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	0.10	\$ 500.00	\$ -	\$ 500.00	0.90	10.00%
37	9.05	INTAKE PROTECTION DEVICE, INSTALLATION & REMOVAL	EA	15.00		15.00	\$ 500.00	\$ 7,500.00	3.00	\$ 1,500.00	\$ -	\$ 1,500.00	12.00	20.00%
38	9.06	INTAKE PROTECTION DEVICE, MAINTENANCE	EA	15.00		15.00	\$ 200.00	\$ 3,000.00	-	\$ -	\$ -	\$ -	15.00	0.00%
39	11.01	MOBILIZATION	LS	1.00		1.00	\$ 33,000.00	\$ 33,000.00	0.25	\$ 8,250.00	\$ -	\$ 8,250.00	0.75	25.00%
40	11.02	REMOVE, SALVAGE & REINSTALL MAILBOX	EA	7.00		7.00	\$ 400.00	\$ 2,800.00	-	\$ -	\$ -	\$ -	7.00	0.00%
41	11.03	CONCRETE WASHOUT	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	-	\$ -	\$ -	\$ -	1.00	0.00%
Change Order Item														
CO1.1		SUMP LINE REPAIR	EA	5.00		5.00	\$ 450.00	\$ 2,250.00	-	\$ -	\$ -	\$ -	5.00	0.00%
CO1.2		FITTING, ANCHOR TEE, 8-IN X 8-IN	EA	4.00		4.00	\$ 1,685.00	\$ 6,740.00	1.00	\$ 1,685.00	\$ -	\$ 1,685.00	3.00	25.00%
						-		\$ -		\$ -			-	0.00%
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						-		\$ -		\$ -			-	0.00%
						-		\$ -		\$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 765,814.00

\$ 64,184.50

8.38%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

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TOTAL \$ -

Record of Change Orders

No.	Date	Amount
1	April 23, 2024	\$ 4,190.00
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TOTAL \$ 4,190.00

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	December 12, 2023
Original Contract Time:	90.00
Added by Change Order:	
Contract Time to Date:	90.00
Time Used to Date:	10.00
Contract Time Remaining:	80.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Kennybrook Wetland (Landscaping)
Contractor: Redbud Landscaping, LLC
Address: 1208 E 20th Court, Des Moines, IA 50317
Finance Budget Code: 319-865-6490 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: June 22, 2021 **Vendor #** 3569

Date of Council Meeting: April 23, 2024 **PAYMENT REQUEST #** 9 (retainage)
PAYMENT PERIOD: From: November 17, 2023 Through: December 29, 2023

Contract Summary

Original Contract Amount:	\$	60,130.50	
Net change by Change Orders:	\$	9,821.00	
Contract Amount to Date: (line 1 ± 2)	\$		69,951.50
Total completed and stored to date:	\$	69,951.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		69,951.50
Less previous applications for payment:	\$		66,453.93
SUBTOTAL			\$ 3,497.57
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		3,497.57
Balance to finish, including retainage:	\$		-

Contract Time Remaining (If applicable) - WORKING DAYS

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: Redbud Landscaping, LLC
travis baker Firm Name
Signature Date 4/2/2024

Engineer / Consultant Approval: Nilles Associates, Inc.
Firm Name
John Nilles Signature Date 4/2/2024

City of Grimes Staff Approval: *Matt Ahrens* Signature Date 4-17-24

City of Grimes Council Approval: Council 4-23-24
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	VEGETATION REMOVAL FOR NATIVE SEEDING	AC	0.50		0.50	\$ 3,500.00	\$ 1,750.00	0.50	\$ 1,750.00	-	100.00%
2.02	TURF REMOVAL, PLANTING BED AREAS	SY	384.00		384.00	\$ 5.00	\$ 1,920.00	384.00	\$ 1,920.00	-	100.00%
2.03	AMEND TOPSOIL WITH COMPOST, PLANTING BED AREAS	CY	3.00		3.00	\$ 100.00	\$ 300.00	3.00	\$ 300.00	-	100.00%
8.01	TEMPORARY TRAFFIC CONTROL	LS	1.00	(1.00)	-	\$ 900.00	\$ -		\$ -	-	0.00%
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.50		0.50	\$ 2,150.00	\$ 1,075.00	0.50	\$ 1,075.00	-	100.00%
9.02	HYDRAULIC MULCHING, BONDED FIBER MATRIX (BFM)	AC	4.00		4.00	\$ 3,400.00	\$ 13,600.00	4.00	\$ 13,600.00	-	100.00%
9.03	CONVENTIONAL SEEDING, CUSTOM NATIVE DRY-MESIC SEED MIXTURE	AC	2.50		2.50	\$ 2,400.00	\$ 6,000.00	2.50	\$ 6,000.00	-	100.00%
9.04	CONVENTIONAL SEEDING, CUSTOM NATIVE WET-MESIC SEED MIXTURE	AC	1.00		1.00	\$ 2,600.00	\$ 2,600.00	1.00	\$ 2,600.00	-	100.00%
9.05	NATIVE VEGETATION ESTABLISHMENT, 3.5 ACRES	TRIP	6.00		6.00	\$ 1,050.00	\$ 6,300.00	6.00	\$ 6,300.00	-	100.00%
9.06	SHRUBS AND PERENNIALS, WITH WARRANTY	EA	152.00		152.00	\$ 37.00	\$ 5,624.00	152.00	\$ 5,624.00	-	100.00%
9.07	SHREDDED CYPRESS MULCH	SY	384.00		384.00	\$ 11.00	\$ 4,224.00	384.00	\$ 4,224.00	-	100.00%
9.08	IOWA FIELD STONE BOULDERS	TON	5.00		5.00	\$ 315.00	\$ 1,575.00	5.00	\$ 1,575.00	-	100.00%
9.09	LIMESTONE EDGING	LF	200.00		200.00	\$ 14.00	\$ 2,800.00	200.00	\$ 2,800.00	-	100.00%
9.10	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 2C	SY	3,600.00	514.00	4,114.00	\$ 1.50	\$ 6,171.00	4,114.00	\$ 6,171.00	-	100.00%
9.11	SURFACE ROUGHENING	SY	14,250.00		14,250.00	\$ 0.25	\$ 3,562.50	14,250.00	\$ 3,562.50	-	100.00%
11.01	MOBILIZATION	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	-	100.00%
12.01	CO#1 DRY CREEK BED	LS		1.00	1.00	\$ 1,900.00	\$ 1,900.00	1.00	\$ 1,900.00	-	100.00%
12.02	CO#2 EROSION REPAIR, TOPSOIL & COCONUT FIBER MAT	LS		1.00	1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	-	100.00%
12.03	CO#2 PLANTING BED AREA WEEDS MAINTENANCE	TRIP		9.00	9.00	\$ 250.00	\$ 2,250.00	9.00	\$ 2,250.00	-	100.00%
12.04	CO#3 EROSION REPAIR - 3 CY SOIL, GRADE, STRAW RECP TYPE 2.C	LS		1.00	1.00	\$ 750.00	\$ 750.00	1.00	\$ 750.00	-	100.00%
12.05	12.05 TEMP EROSION CONTROL - OATS, NET STRAW BLANKET	LS		1.00	1.00	\$ 950.00	\$ 950.00	1.00	\$ 950.00	-	100.00%
12.06	12.06 OVERSEED, CUSTOM REPAIR MIX, 2 ACRES	LS		1.00	1.00	\$ 2,600.00	\$ 2,600.00	1.00	\$ 2,600.00	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 69,951.50

\$ 69,951.50

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 11, 2022	\$ 39,432.13
2	June 14, 2022	\$ 13,389.30
3	August 23, 2022	\$ 935.75
4	October 25, 2022	\$ 2,959.25
5	December 13, 2022	\$ 1,710.00
6	July 25, 2023	\$ 1,971.25
7	August 8, 2023	\$ 1,638.75
8	December 12, 2023	\$ 4,417.50
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Previous Applications for Payment

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TOTAL **\$ 66,453.93**

Record of Change Orders

No.	Date	Amount
1	June 14, 2022	\$ 1,771.00
2	August 23, 2022	\$ 3,750.00
3	December 13, 2022	\$ 750.00
4	July 25, 2023	\$ 3,550.00
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TOTAL **\$ 9,821.00**

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	June 22, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Native Vegetation Enhancements in Storm Water Treatment Facilities
Contractor: Redbud Landscaping, LLC
Address: 1208 E 20th Court, Des Moines, IA 50317
Finance Budget Code: 740-865-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 3569

Date of Council Meeting: April 23, 2024 **PAYMENT REQUEST #** 13 (retainage)
PAYMENT PERIOD: From: October 10, 2023 Through: December 9, 2023

Contract Summary

Original Contract Amount:	\$	19,201.50	
Net change by Change Orders:	\$	13,389.50	
Contract Amount to Date: (line 1 ± 2)	\$	32,591.00	
Total completed and stored to date:	\$	32,591.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	32,591.00	
Less previous applications for payment:	\$	30,961.45	
SUBTOTAL			\$ 1,629.55

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,629.55

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) - #

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: Redbud Landscaping, LLC

travis baker

Signature

Firm Name

4/2/2024

Date

Engineer / Consultant Approval: Nilles Associates, Inc.

John Nilles

Signature

Firm Name

4/2/2024

Date

City of Grimes Staff Approval: *Matt Ahrens*

Signature

4-17-24

Date

City of Grimes Council Approval: Council 4-23-24

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	August 2020 - Mowing	AC	1.70		1.70	\$ 370.00	\$ 629.00	1.70	\$ 629.00	-	100.00%
2	September 2020 - Herbicide	AC	3.80	0.20	4.00	\$ 350.00	\$ 1,400.00	4.00	\$ 1,400.00	-	100.00%
3	October 2020 - Herbicide	AC	1.70	0.20	1.90	\$ 125.00	\$ 237.50	1.90	\$ 237.50	-	100.00%
4	November 2020 - Native Seeding	AC	1.70	0.10	1.80	\$ 2,900.00	\$ 5,220.00	1.80	\$ 5,220.00	-	100.00%
5	November 2020 - BFM Hydromulch	AC	1.60	(1.60)	-	\$ 3,800.00	\$ -		\$ -	-	0.00%
6	November 2020 - Rolled Erosion Control Product	SY	400.00		400.00	\$ 2.95	\$ 1,180.00	400.00	\$ 1,180.00	-	100.00%
7	May 2021 - Mowing	AC	1.70	0.10	1.80	\$ 250.00	\$ 450.00	1.80	\$ 450.00	-	100.00%
8	June 2021 - Herbicide	AC	3.80	0.20	4.00	\$ 350.00	\$ 1,400.00	4.00	\$ 1,400.00	-	100.00%
9	September 2021 - Herbicide	AC	3.80	0.20	4.00	\$ 350.00	\$ 1,400.00	4.00	\$ 1,400.00	-	100.00%
10	November 2021 - Mowing	AC	1.70	(1.70)	-	\$ 250.00	\$ -		\$ -	-	0.00%
11	CO#1 - September 2020 - Mowing	AC		1.80	1.80	\$ 370.00	\$ 666.00	1.80	\$ 666.00	-	100.00%
12	CO#1-Conventional Seeding - Type 1 Lawn	AC		0.20	0.20	\$ 7,285.00	\$ 1,457.00	0.20	\$ 1,457.00	-	100.00%
13	CO#1-Repair Seeding - Mesic Mix	AC		0.10	0.10	\$ 2,900.00	\$ 290.00	0.10	\$ 290.00	-	100.00%
14	CO#2 - Preparation and Mesic Mix Seeding	AC		2.00	2.00	\$ 4,595.00	\$ 9,190.00	2.00	\$ 9,190.00	-	100.00%
15	CO#2 - May 2022 - Mowing	AC		-	-	\$ 250.00	\$ -		\$ -	-	0.00%
16	CO#2 - June 2022 - Herbicide	AC	3.80	1.00	4.80	\$ 350.00	\$ 1,680.00	4.80	\$ 1,680.00	-	100.00%
17	CO#3 - Systemic Herbicide - July 2022 - Autumn Park, NW 8th - 2x	AC		0.70	0.70	\$ 700.00	\$ 490.00	0.70	\$ 490.00	-	100.00%
18	CO#3 - Mowing - July 2022 - NE Little Beaver Drive Basin	AC		0.80	0.80	\$ 350.00	\$ 280.00	0.80	\$ 280.00	-	100.00%
19	CO#3 - Spot Herbicide - August 2022 - All areas	AC		6.00	6.00	\$ 350.00	\$ 2,100.00	6.00	\$ 2,100.00	-	100.00%
20	CO#3 - Mowing - September 2022 - NE Little Beaver Drive Basin	AC		-	-	\$ 350.00	\$ -		\$ -	-	0.00%
21	CO#3 - Repair Native Seeding - Sept 2022 - NW Brookside, Gabus	AC		0.50	0.50	\$ 2,900.00	\$ 1,450.00	0.50	\$ 1,450.00	-	100.00%
22	CO#3 - Mowing - July 2023 - Autumn Pk, NW 8th, NE Little Beaver	AC		0.80	0.80	\$ 351.00	\$ 280.80	0.80	\$ 280.80	-	100.00%
23	CO#3 - Mowing - Sept 2023 - Autumn Pk, NW 8th, NE Little Beaver	AC		0.80	0.80	\$ 352.00	\$ 281.60	0.80	\$ 281.60	-	100.00%
24	CO#3 - Spot Herbicide - October 2023 - All areas	AC		4.70	4.70	\$ 353.00	\$ 1,659.10	4.70	\$ 1,659.10	-	100.00%
25	CO#4 - Wattles removal, dispose of materials, and repair native seeding	LS		1.00	1.00	\$ 850.00	\$ 850.00	1.00	\$ 850.00	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 32,591.00

\$ 32,591.00

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 8, 2020	\$ 597.55
2	October 27, 2020	\$ 2,188.33
3	February 9, 2021	\$ 7,739.65
4	June 22, 2021	\$ 427.50
5	August 10, 2021	\$ 1,329.52
6	October 12, 2021	\$ 10,060.98
7	August 23, 2022	\$ 1,596.00
8	September 27, 2022	\$ 731.02
9	November 8, 2022	\$ 1,995.48
10	December 13, 2022	\$ 2,185.00
11	August 8, 2023	\$ 266.76
12	November 28, 2023	\$ 1,843.66
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 30,961.45

Record of Change Orders

No.	Date	Amount
1	September 8, 2020	\$ 3,438.00
2	June 8, 2021	\$ 10,390.00
3	June 28, 2022	\$ 9,668.50
4	November 8, 2022	\$ (6,060.00)
5	November 28, 2023	\$ (4,047.00)
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TOTAL \$ 13,389.50

Contract Time Remaining

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: WRA Grimes Connector - Contract 2
Contractor: S. M. Hentges & Sons, Inc.
Address: 650 Quaker Avenue, Jordan, MN 55352
Finance Budget Code: 362-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 8, 2022 **Vendor #** 4294

Date of Council Meeting: April 23, 2024 **PAYMENT REQUEST #** 15
PAYMENT PERIOD: From: December 1, 2023 Through: March 31, 2024

Contract Summary

Original Contract Amount:	\$ 9,530,000.00	
Net change by Change Orders:	\$ 525,317.30	
Contract Amount to Date: (line 1 ± 2)	\$ 10,055,317.30	
Total completed and stored to date:	\$ 9,968,330.20	
Retainage: 5 % of Completed Work:	\$ 100,000.00	
Total Earned less Retainage:	\$ 9,868,330.20	
Less previous applications for payment:	\$ 9,818,780.20	
SUBTOTAL		\$ 49,550.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 49,550.00

Balance to finish, including retainage: \$ 186,987.10

Contract Time Remaining (If applicable) (152.00) 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: S. M. Hentges & Sons, Inc.

Signature: [Signature] Firm Name: S. M. Hentges & Sons, Inc. Date: 04.09.2024

Engineer / Consultant Approval: Veenstra & Kimm, Inc.

Signature: [Signature] Firm Name: Veenstra & Kimm, Inc. Date: 4/9/2024

City of Grimes Staff Approval: [Signature] Date: 4-17-24

City of Grimes Council Approval: Council 4-23-24

Signature: [Signature] Date: [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

[illegible]**TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE**

\$ 10 055 317.30

\$ 9,968,330,20

99.13%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 13, 2022	\$ 322,598.34
2	October 11, 2022	\$ 35,134.33
3	November 8, 2022	\$1,410,519.62
4	December 13, 2022	\$2,096,792.75
5	January 10, 2023	\$1,017,464.75
6	February 14, 2023	\$1,400,085.17
7	March 14, 2023	\$1,296,023.00
8	April 11, 2023	\$1,098,062.07
9	May 9, 2023	\$ 346,588.31
10	June 13, 2023	\$ 246,981.24
11	July 11, 2023	\$ 46,033.91
12	October 10, 2023	\$ 81,517.60
13	November 14, 2023	\$ 189,123.11
14	December 12, 2023	\$ 231,856.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 9,818,780.20

Record of Change Orders

No.	Date	Amount
1	February 14, 2023	\$ 56,925.00
2	November 14, 2023	\$ 328,739.20
3	March 26, 2024	\$ 40,987.10
4	April 9, 2024	\$ 98,666.00
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TOTAL \$ 525,317.30

Contract Time Remaining

Contract Period:	<u>Working Days</u>
Original Contract Date:	<u>March 8, 2022</u>
Original Contract Time:	<u>480.00</u>
Added by Change Order:	<u> </u>
Contract Time to Date:	<u>480.00</u>
Time Used to Date:	<u>632.00</u>
Contract Time Remaining:	<u>(152.00)</u>

RESOLUTION 04-3424 APPROVING CHANGE ORDERS

Grimes Resolution No. 04-3424

WHEREAS, the City of Grimes has retained the services of professional contractors for City projects;

WHEREAS, the contractor has agreed to provide a scope of work for the City;

WHEREAS, the contractor from time deems it necessary to amend a construction contract that changes the contractor's scope of work or materials;

WHEREAS, the City Engineer has reviewed and approved the attached change orders.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, the attached change orders shall be approved as submitted.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: SE Little Beaver, 4th, 5th, & 6th Water Main, Change Order #1

BACKGROUND: A change order request has been made for the SE Little Beaver, 4th, 5th & 6th Water Main project. The purpose and details are as follows:

Additional amount needed to reconnect sump lines encountered during construction and the swapping of regular tees for anchor tees.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by \$4,190.00.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

*Great Place to Live/Expanded Quality of Life Amenities ☐

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: The staff has reviewed this Change Order and recommends approval by the City Council.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Aaron Jarosh, Staff Engineer, AJarosh@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Aaron Jarosh

CHANGE ORDER FORM



Project Title: SE Little Beaver, 4th, 5th & 6th Water Main
Contractor: Jackson Creek Enterprises, L.C.
Address: 2232 120th Street, Allerton, IA 50008
Finance Budget Code: 345-810-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: December 12, 2023 **Vendor #** 4695

Change Order Number: 1

Change Order Date: April 23, 2024

Purpose of Change Order:

Sump Line Repair- additional amount needed to reconnect sump lines encountered during construction. Anchor Tees - deduction of 8-in x 8-in standard tees and the addition of 8-in x 8-in anchor tees.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
CO1.1	SUMP LINE REPAIR	EA	5.00	\$ 450.00	\$ 2,250.00
CO1.2	FITTING, ANCHOR TEE, 8-IN X 8-IN	EA	4.00	\$ 1,685.00	\$ 6,740.00
8	FITTING, TEE, 8-IN X 8-IN	EA	(3.00)	\$ 1,600.00	\$ (4,800.00)
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the contract: \$ 4,190.00

Contractor Accepted: Jackson Creek Enterprises, L.C.

Signature: David Wampler Firm Name: 04/09/2024 Date

Engineer Approved: City of Grimes

Signature: 4-9-24 Firm Name: Date

Owner Accepted: City of Grimes

Signature: Title: Date:

Attest for Owner:

Signature: Title: Date:

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 761,624.00
1	April 23, 2024	\$ 4,190.00
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Revised Contract Amount \$ 765,814.00

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: GrimesPlex Batting Cages & Bullpens, Change Order #1.

BACKGROUND: A change order request has been made for the Batting Cages & Bullpens project. The purpose and details are as follows:

Revisions to the fencing, sidewalk, water valve, and turf.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by \$3,429.65.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

*Great Place to Live/Expanded Quality of Life Amenities ☐

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: The staff has reviewed this Change Order and recommends approval by the City Council.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

CHANGE ORDER FORM



Project Title: Grimes Plex Batting Cages & Bullpens
Contractor: Iowa Sports Turf
Address: 742 NE 47th Place, Des Moines, IA 50313
Finance Budget Code: 367-470-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 26, 2024 **Vendor #** 4159

Change Order Number: 1

Change Order Date: April 23, 2024

Purpose of Change Order:

Fencing, sidewalk, water valve, and turf revisions based on Proposal Request #1 (see attached). No change in contract duration.

Details of Change Order:

ITEM #	DESCRIPTION	EXTENDED PRICE
1	Fencing, sidewalk, water valve, turf revisions based on attached Proposal Request #1	\$ 3,429.65
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

Change Order Number: 1 makes the following adjustments to the contract: \$ 3,429.65

Contractor Accepted: Iowa Sports Turf
Firm Name
Signature: [Signature] Date: 4-16-24

Engineer Approved: Civil Design Advantage
Firm Name
Signature: [Signature] Date: 4-16-24

Owner Accepted: City of Grimes MSA 4-16-24
Signature: _____ Title: _____
Date: _____

Attest for Owner:

Signature: _____ Title: _____
Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 1,076,890.00
1	April 23, 2024	\$ 3,429.65
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Revised Contract Amount \$ 1,080,319.65



Proposal Request

PROJECT:

Grimes Plex Batting Cages & Bullpens
1000 NE Heritage Drive
Grimes, Iowa 50111

OWNER:

City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

FROM ENGINEER:

Civil Design Advantage
4121 NW Urbandale Drive
Urbandale, Iowa 50322

PROPOSAL REQUEST NO:

1

Owner:

**DATE OF ISSUANCE:**

April 3, 2024

Architect:

**CONTRACT FOR:**

General Construction

Engineer:

**CONTRACT DATE:**

March 26, 2024

Contractor:

**ENGINEER'S PROJECT NO:**

2202.086

Other:

**TO CONTRACTOR:**

Musco Sports Lighting, LLC dba Iowa Sports Turf Management
100 1st Avenue West
Oskaloosa, Iowa 52577

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within ten (10) days, the Contractor must submit this proposal or notify the Engineer, in writing, of the date on which submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

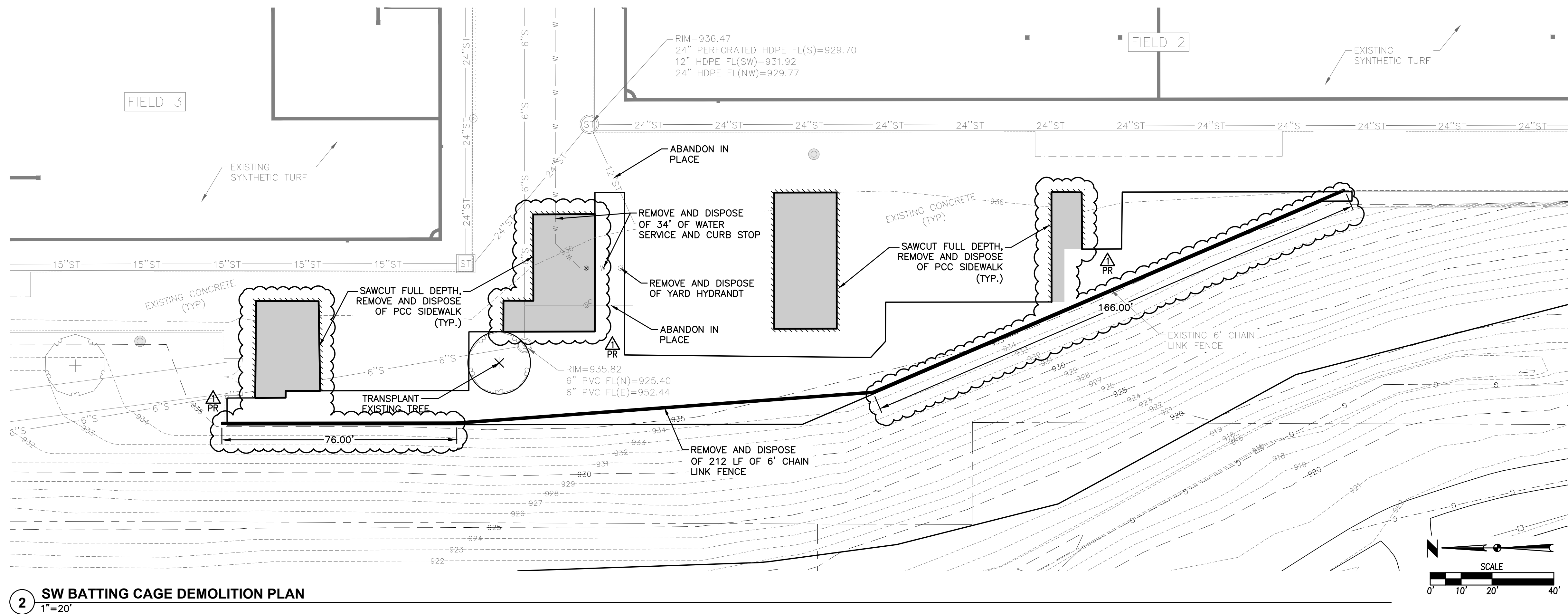
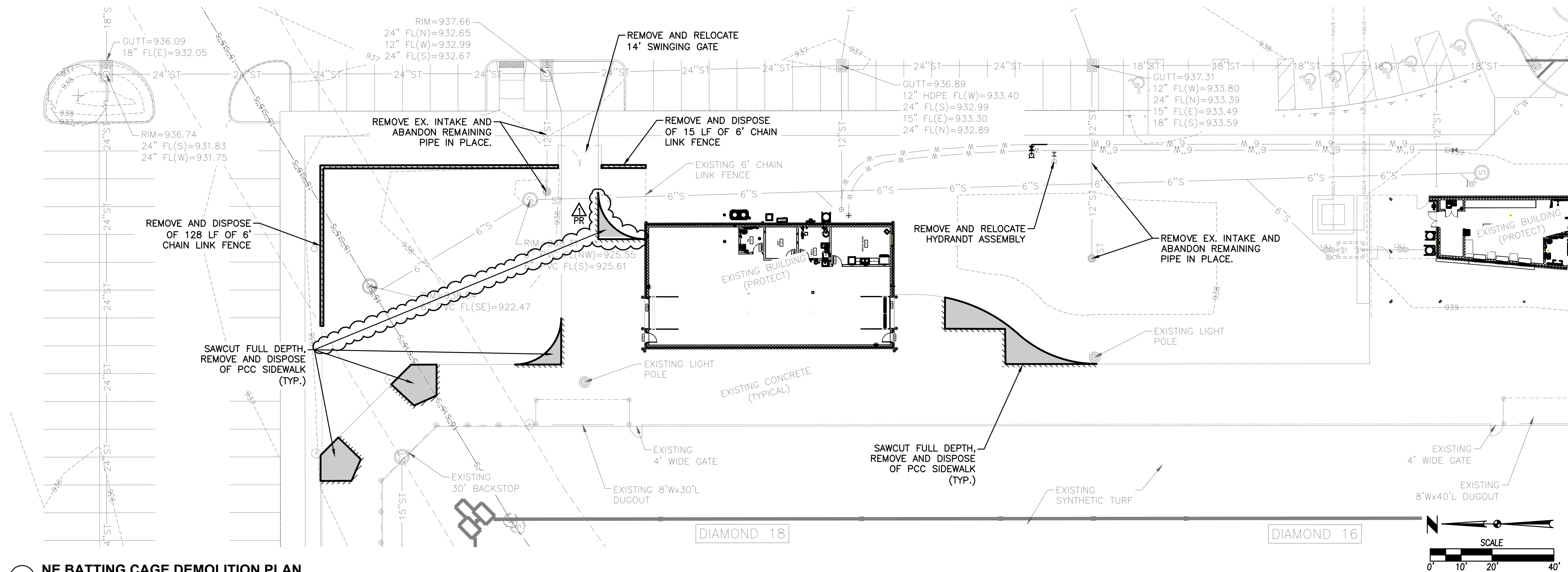
DESCRIPTION:

1. **REVISE** demolition limits of existing sidewalk and fencing near the SW batting cage area as shown on attached revised drawing C2.0.
2. **ADD** demolition of existing concrete near the maintenance building as shown on attached revised drawing C2.0.
3. **ADD** concrete sidewalk near the maintenance building as shown on attached revised drawing C3.0.
4. **REVISE** limits of proposed fencing, sidewalk and related grading near the SW batting cage area as shown on attached revised drawing C3.2.
5. **REVISE** proposed quick couple near the SW batting cage area changing the quick coupler valve to a flush-mount anti-siphon freezeless yard hydrant (Woodford model Y95, or approved substitute), as shown on attached revised drawing C3.2.
6. **REVISE** application of synthetic turf from gluing to nailing. The contractor shall provide recommendations of nail type, size, and spacing to the Engineer for review.
7. **REVISE** placement of synthetic turf in batting cages such that 15' roll of turf is centered on the length of the batting cages with seamed strips of turf placed between sides of adjacent multiple cages.

REQUESTED BY THE ENGINEER:

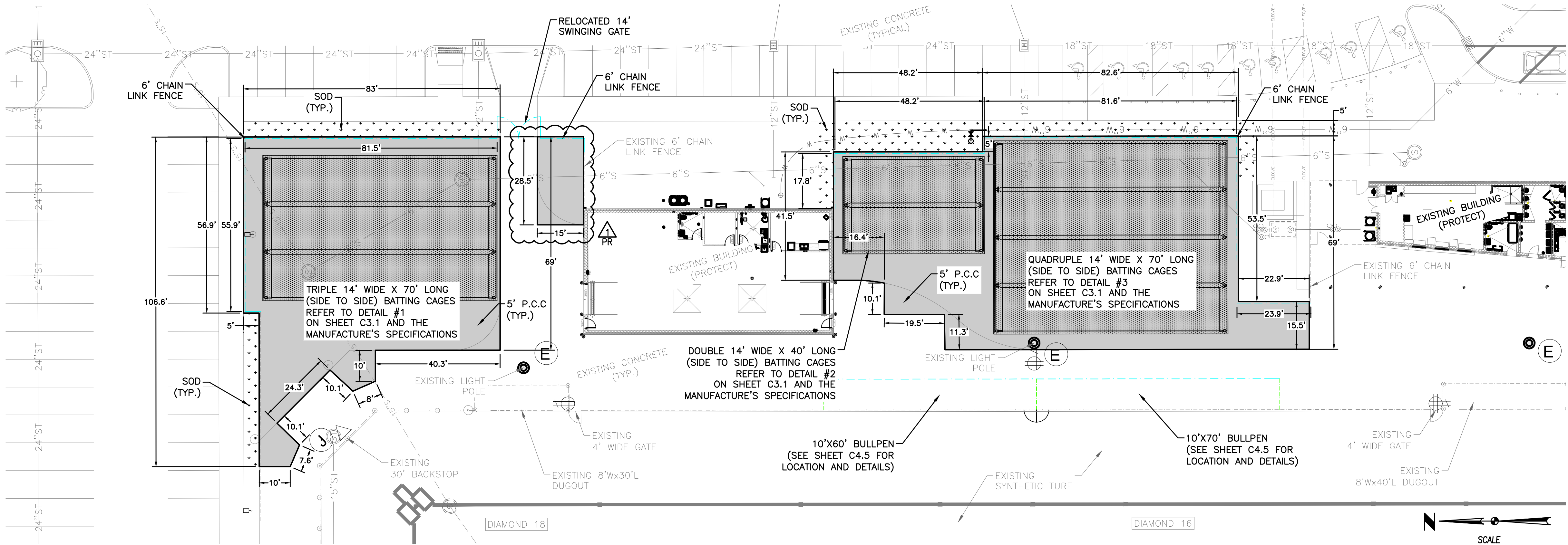
CIVIL DESIGN ADVANTAGE

Keith Weggen, ASLA

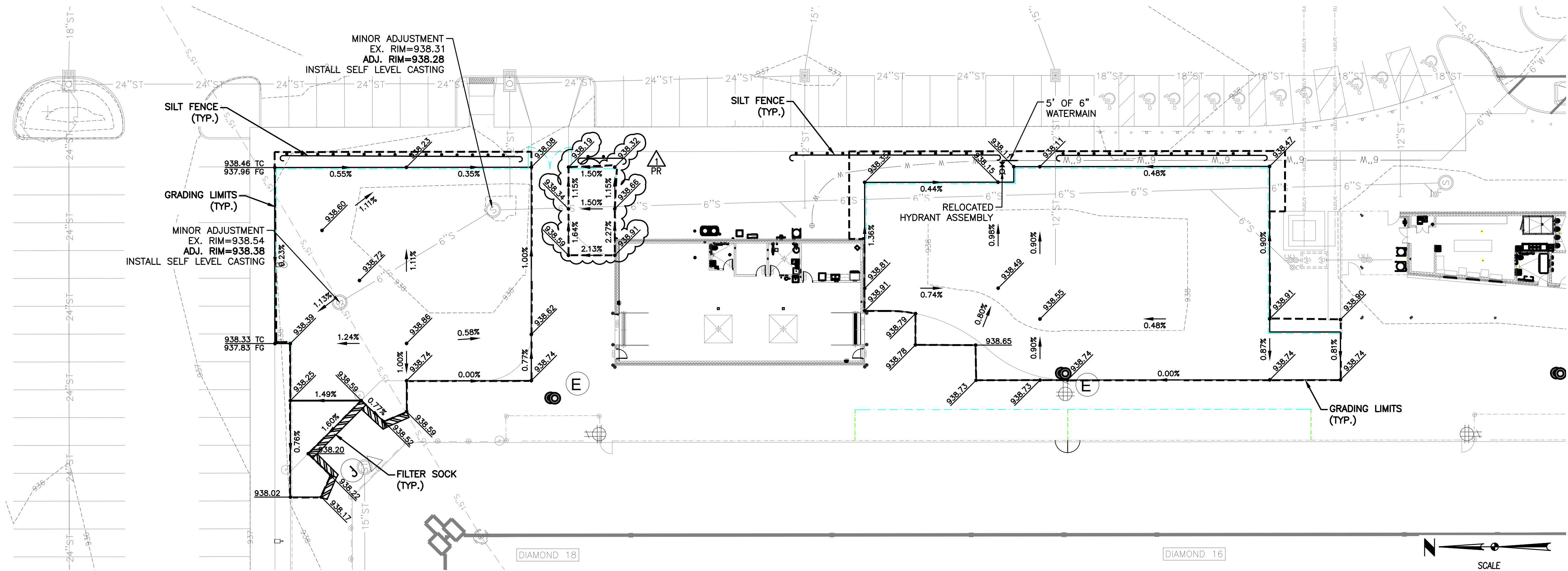


4	PROPOSAL REQUEST #1 - MATCH EXISTING CONCRETE	03/23/2024	
2	ADDENDUM #2 - REMOVE AND REPLACE CONCRETE	03/14/2024	
NO.	REVISIONS	DATE	BY

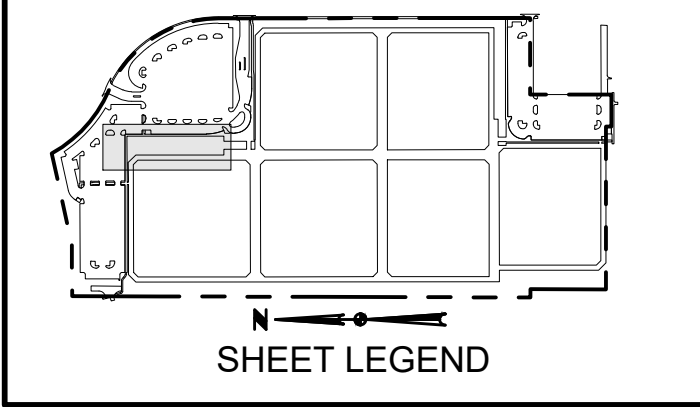
FILE: H:\2022\2202086\DWG\BULLPEN-BATTING CAGE BID SET\2202086-DEMO
SHEETS-BULLPEN-BATTING CAGE.DWG
FILE DATE: 4/9/24
DATE PLOTTED: 4/9/2024 1:37 PM
COMMENTS:
PLOTTED BY: KRIS BOWER
TECH:
ENG:



1 NE BATTING CAGE DIMENSION PLAN
1"=20'



2 NE BATTING CAGE GRADING PLAN
1"=20'



FENCE LEGEND

- 6' CHAIN LINK FENCE
- 10' CHAIN LINK FENCE
- SWING GATE

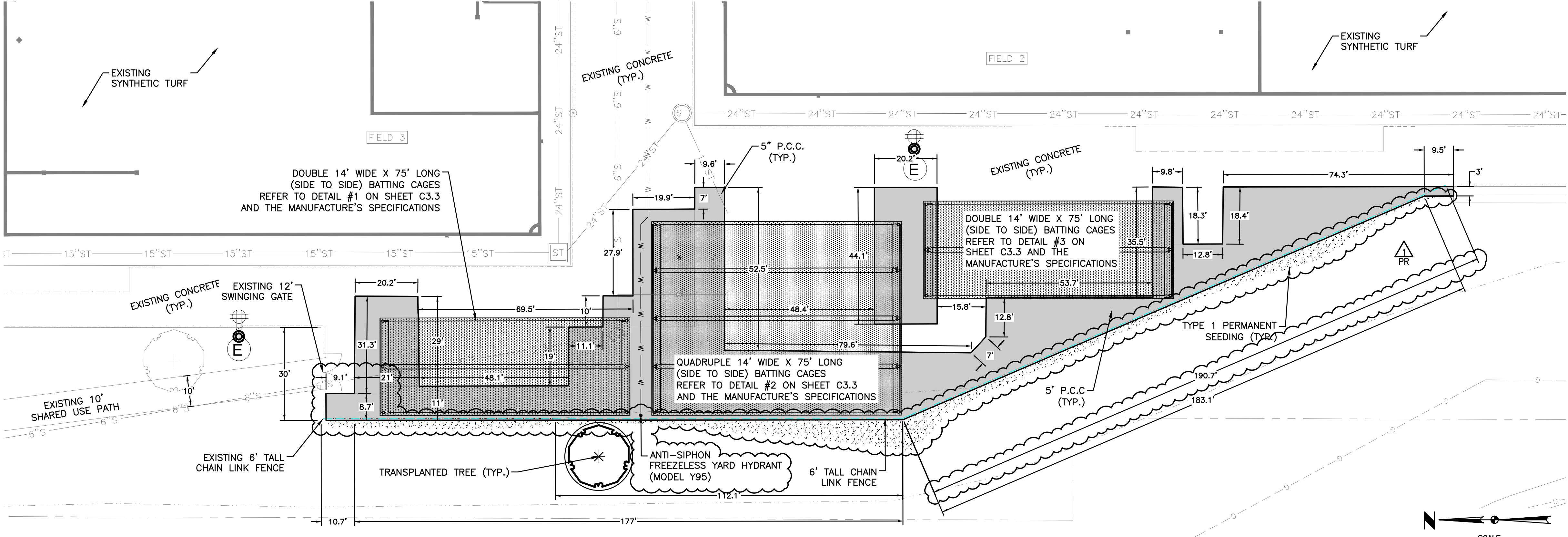
LANDSCAPE LEGEND

- SOD
- SEED
- SYNTHETIC TURF

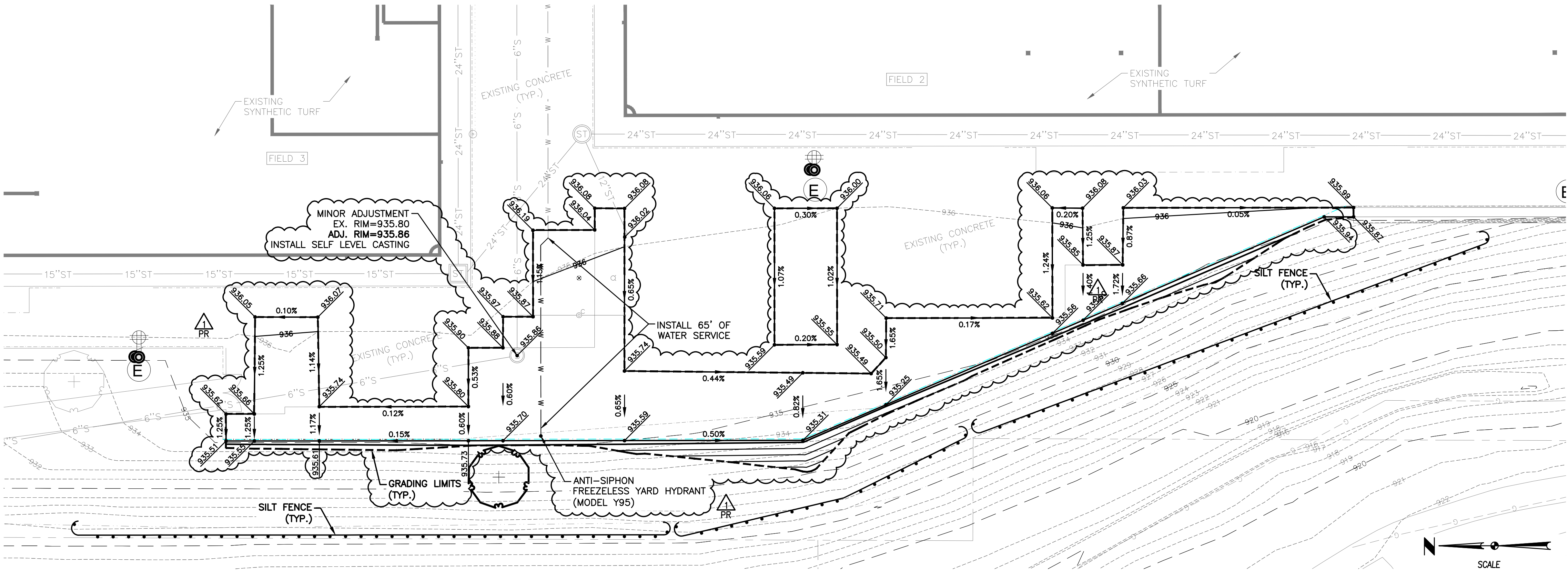
NOTES:
1.) REFER TO MANUFACTURER DRAWINGS AND SPECIFICATIONS FOR ALL BATTING CAGES.
2.) ALL FENCES AND GATES ARE TO BE VINYL COATED CHAIN LINK AND BLACK IN COLOR.

NO.	REVISIONS	DATE	BY
1	ISSUED FOR PERMIT	02/27/2024	KRS
2	REVISED PER CITY OF GRIMES COMMENTS	03/01/2024	KRS
3	REVISED PER CITY OF GRIMES COMMENTS	03/01/2024	KRS
4	REVISED PER CITY OF GRIMES COMMENTS	03/01/2024	KRS
5	REVISED PER CITY OF GRIMES COMMENTS	03/01/2024	KRS
6	REVISED PER CITY OF GRIMES COMMENTS	03/01/2024	KRS
7	REVISED PER CITY OF GRIMES COMMENTS	03/01/2024	KRS
8	REVISED PER CITY OF GRIMES COMMENTS	03/01/2024	KRS
9	REVISED PER CITY OF GRIMES COMMENTS	03/01/2024	KRS
10	REVISED PER CITY OF GRIMES COMMENTS	03/01/2024	KRS

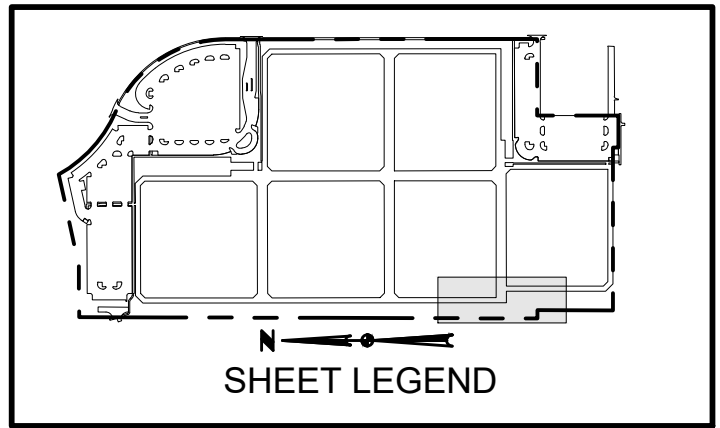
4. PROPOSAL REQUEST #1 - MATCH EXISTING CONCRETE 03/29/2024
3. ADDENDUM #3 - ADDED MINOR RIM ADJUSTMENT 03/15/2024
2. ADDENDUM #2 - REMOVE AND REPLACE CONCRETE 03/14/2024
1. NO REVISIONS
FILE: H:\2202\2202086\SW BATTING CAGE BID SET\2202086-DIMENSION - GRADING
FILE DATE: 4/9/24 DATE PLOTTED: 4/9/2024 1:37 PM COMMENT:
PLOT BY: KRS BOWEN
BY: DATE



1 SW BATTING CAGE DIMENSION PLAN
1"=20'



2 SW BATTING CAGE GRADING PLAN
1"=20'



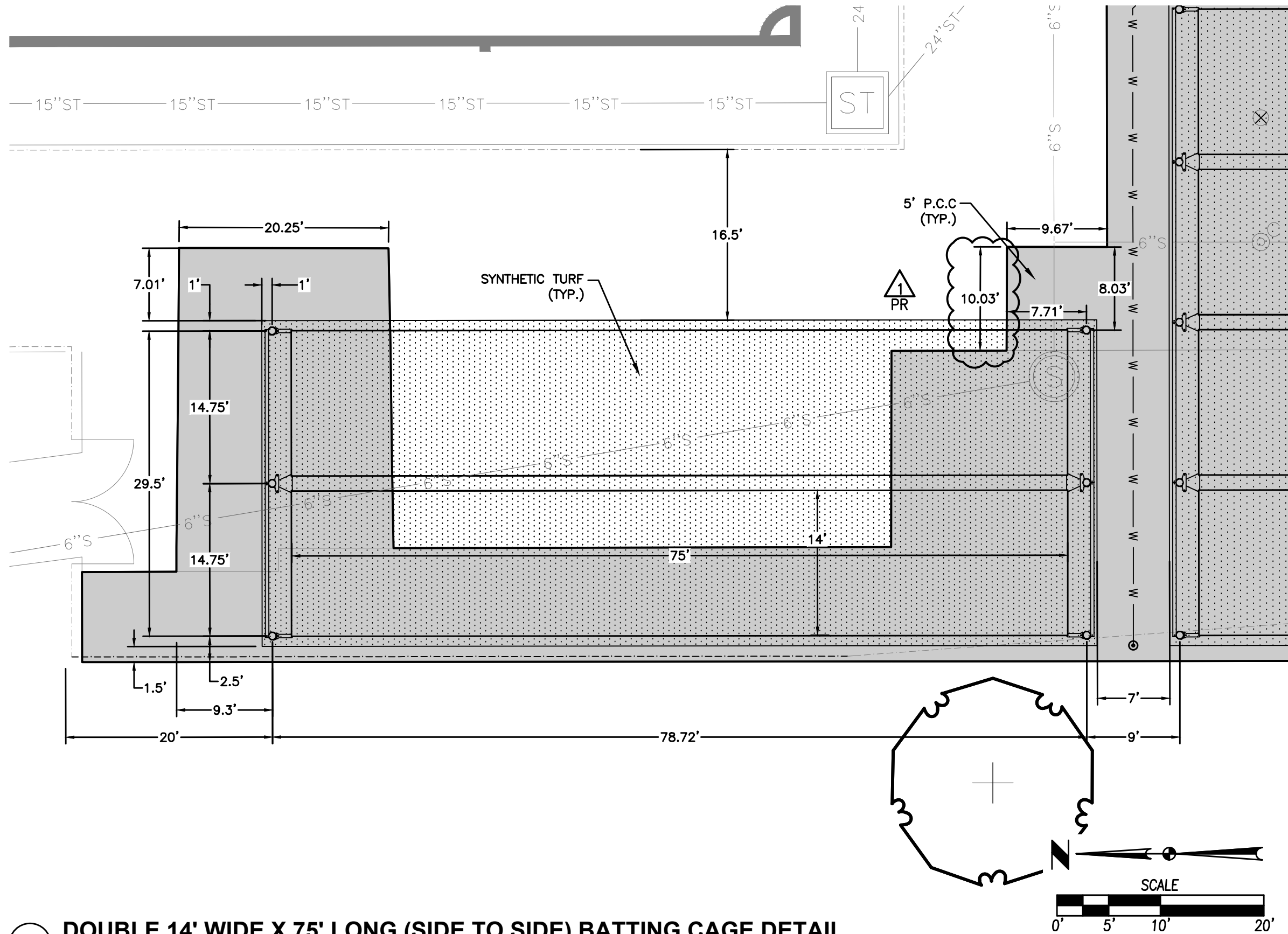
FENCE LEGEND
6' CHAIN LINK FENCE
10' CHAIN LINK FENCE
SWING GATE

LANDSCAPE LEGEND
SOD
SEED
SYNTHETIC TURF

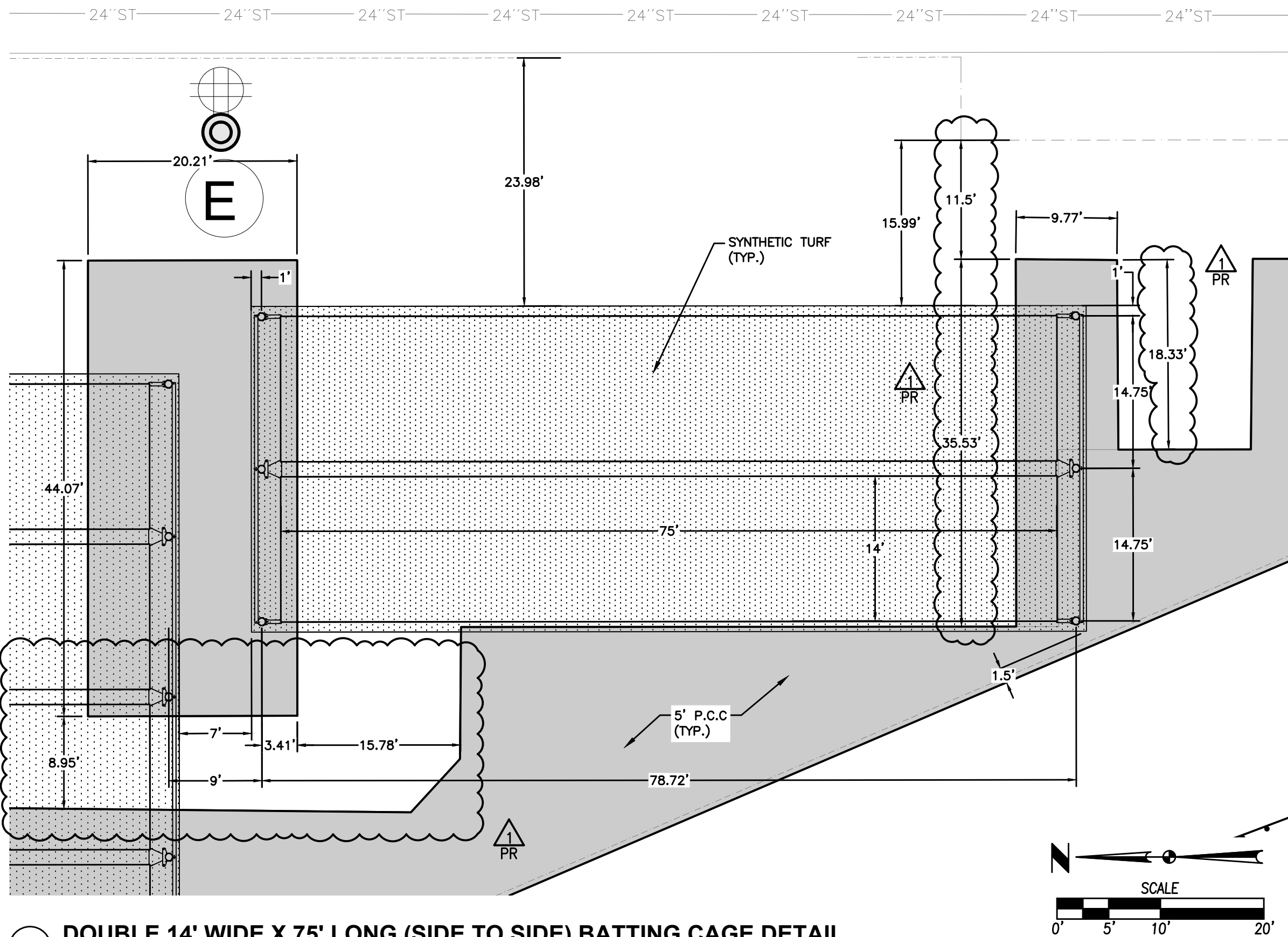
NOTES:
1.) REFER TO MANUFACTURER DRAWINGS AND SPECIFICATIONS FOR ALL BATTING CAGES.
2.) ALL FENCES AND GATES ARE TO BE VINYL COATED CHAIN LINK AND BLACK IN COLOR.

FILE: H:\2202\2202086\SW BATTING CAGE BID SET\2202086-DIMENSION - GRADING
FILE DATE: 4/9/24 DATE PLOTTED: 4/9/2024 1:37 PM COMMENT:
TECH: ENG:
PROTOD BY: KRS BOWEN
NO. REVISIONS
BY
DATE

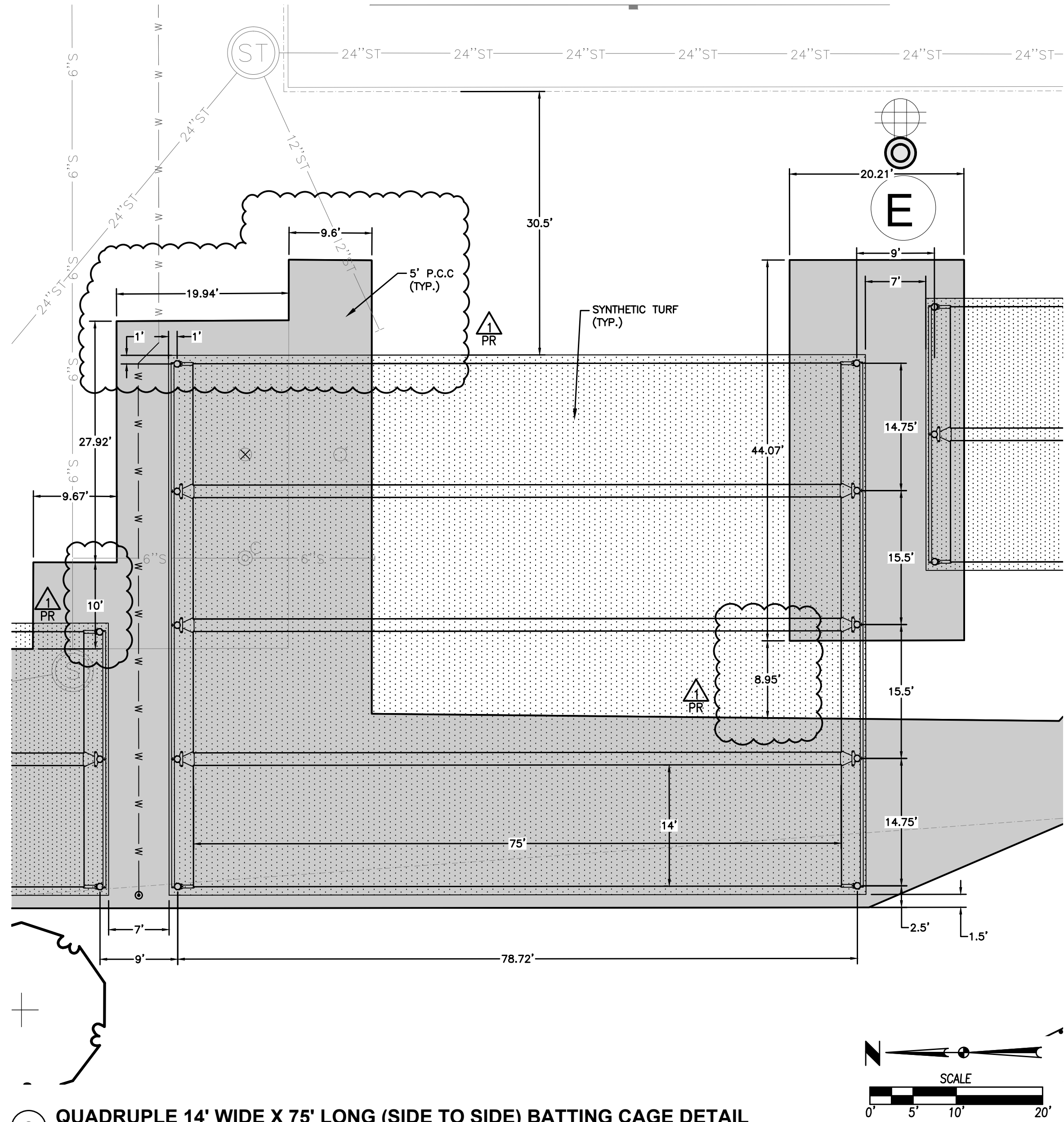
4	PROPOSAL REQUEST #1 - MATCH EXISTING CONCRETE	02/29/2024
2	ADDENDUM #2 - REMOVE AND REPLACE CONCRETE	03/14/2024



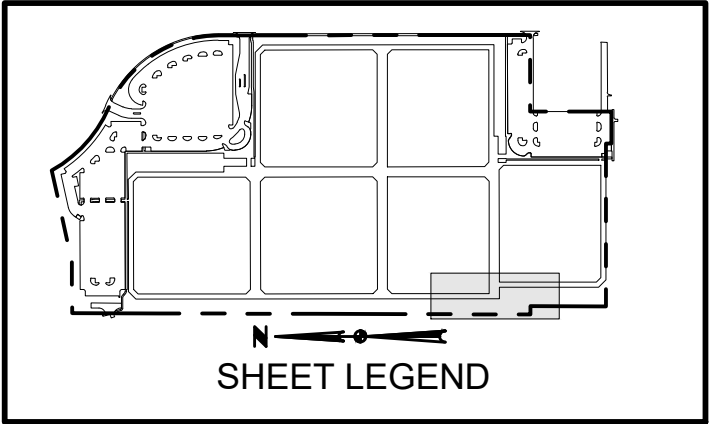
1 DOUBLE 14' WIDE X 75' LONG (SIDE TO SIDE) BATTING CAGE DETAIL
1"=10'



3 DOUBLE 14' WIDE X 75' LONG (SIDE TO SIDE) BATTING CAGE DETAIL
1"=10'



2 QUADRUPLE 14' WIDE X 75' LONG (SIDE TO SIDE) BATTING CAGE DETAIL
1"=10'



FENCE LEGEND

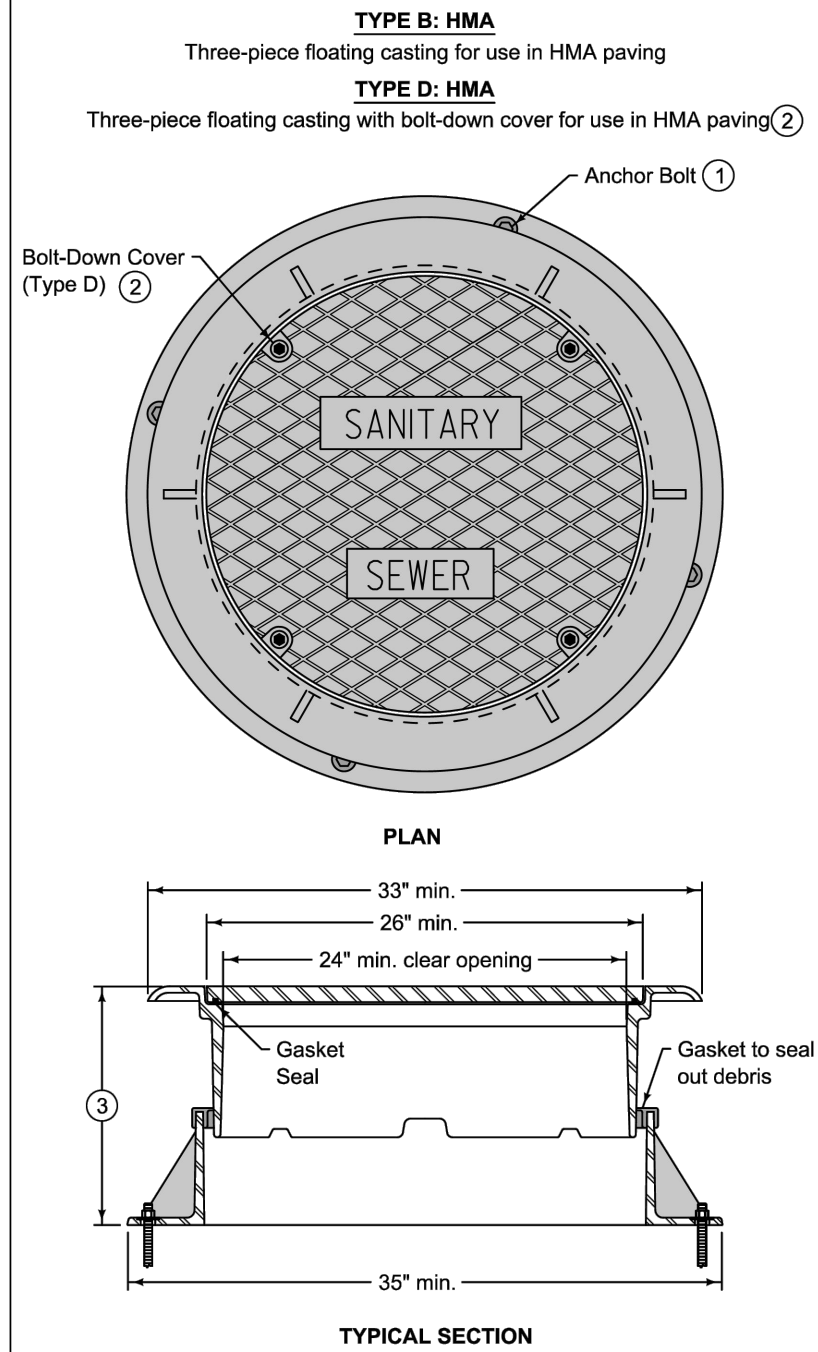
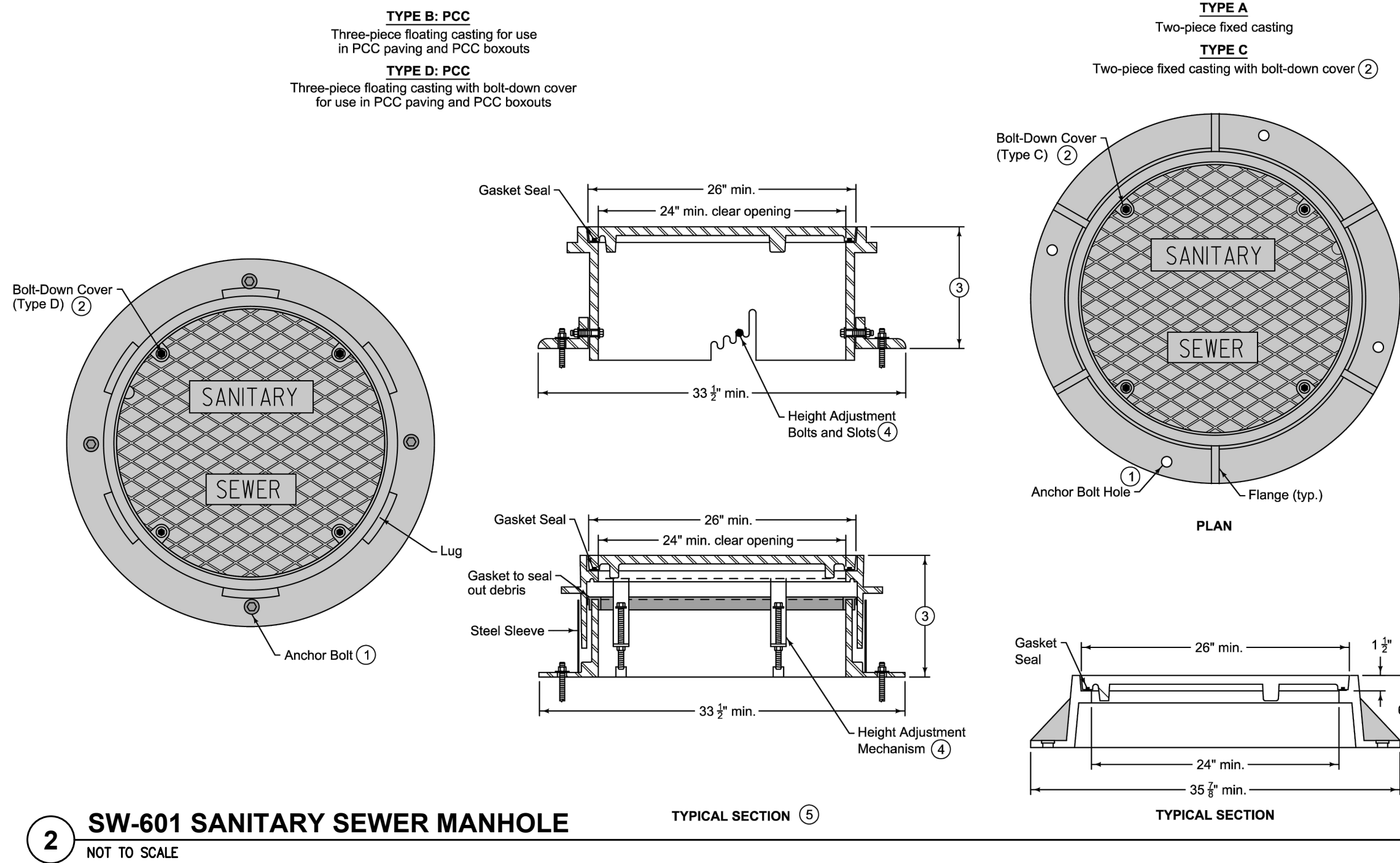
- 6' CHAIN LINK FENCE
- 10' CHAIN LINK FENCE
- SWING GATE

LANDSCAPE LEGEND

- SOD
- SEED
- SYNTHETIC TURF

- NOTES:
- 1.) REFER TO MANUFACTURER DRAWINGS AND SPECIFICATIONS FOR ALL BATTING CAGES.
 - 2.) ALL FENCES AND GATES ARE TO BE VINYL COATED CHAIN LINK AND BLACK IN COLOR.

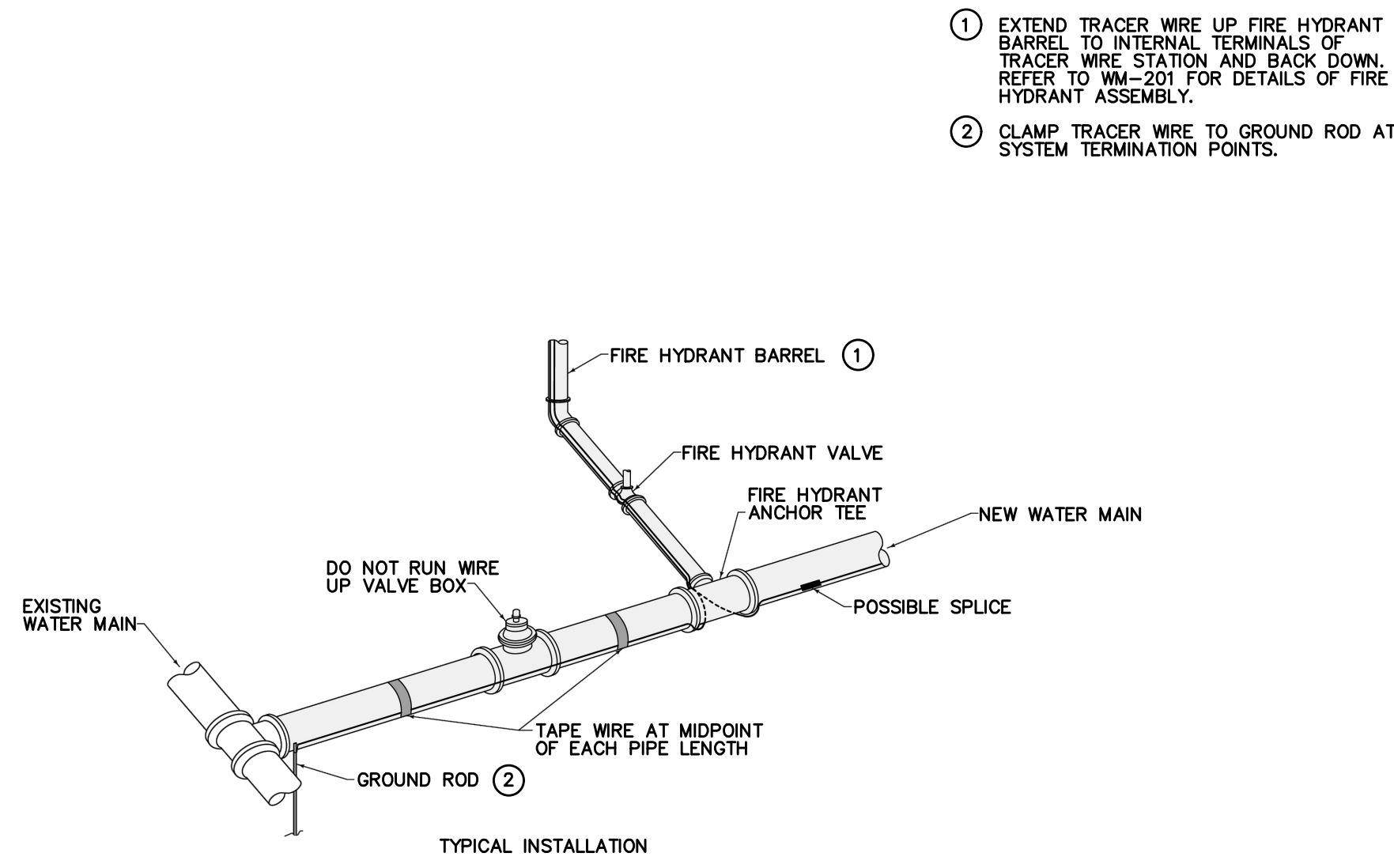
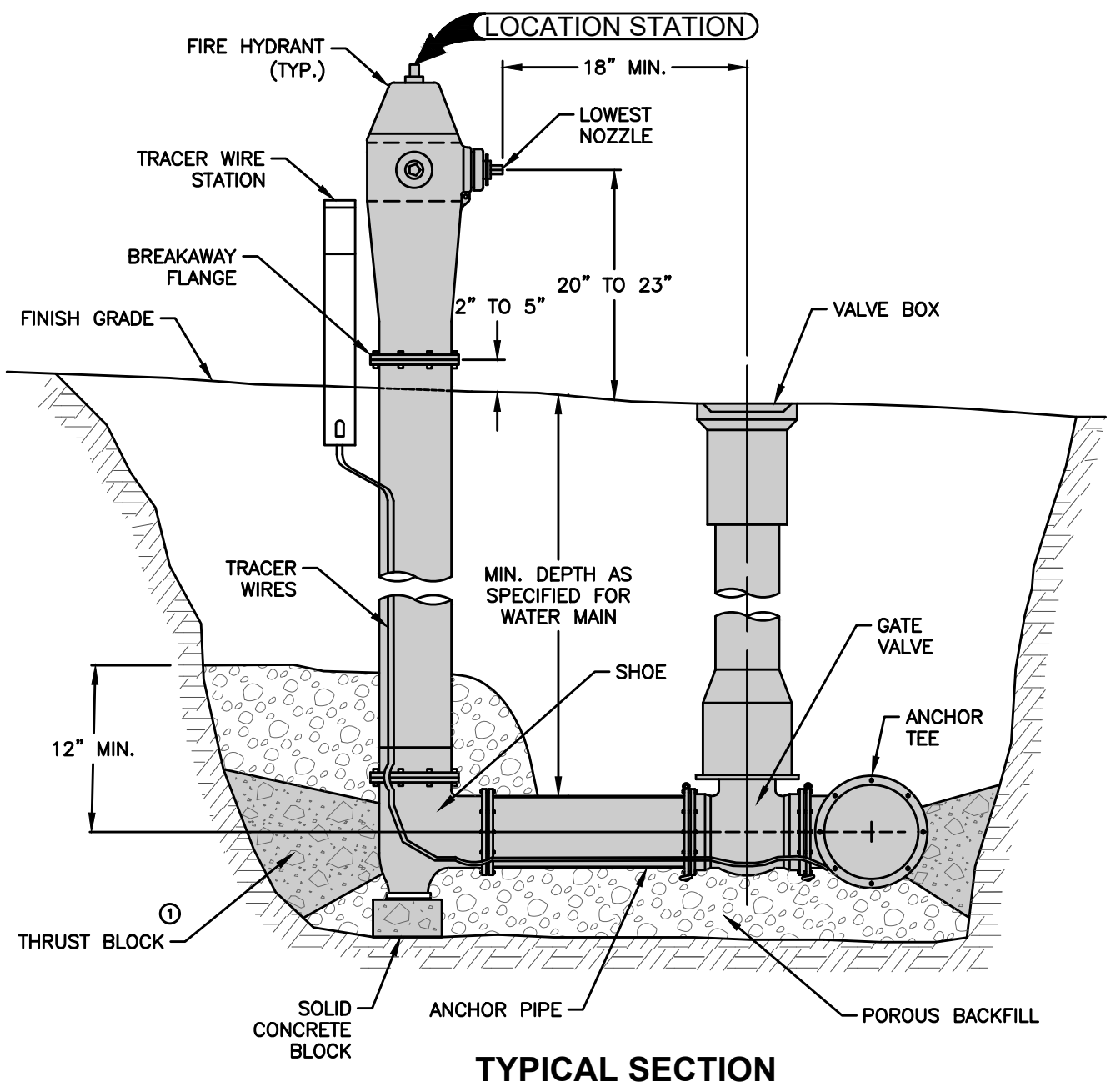
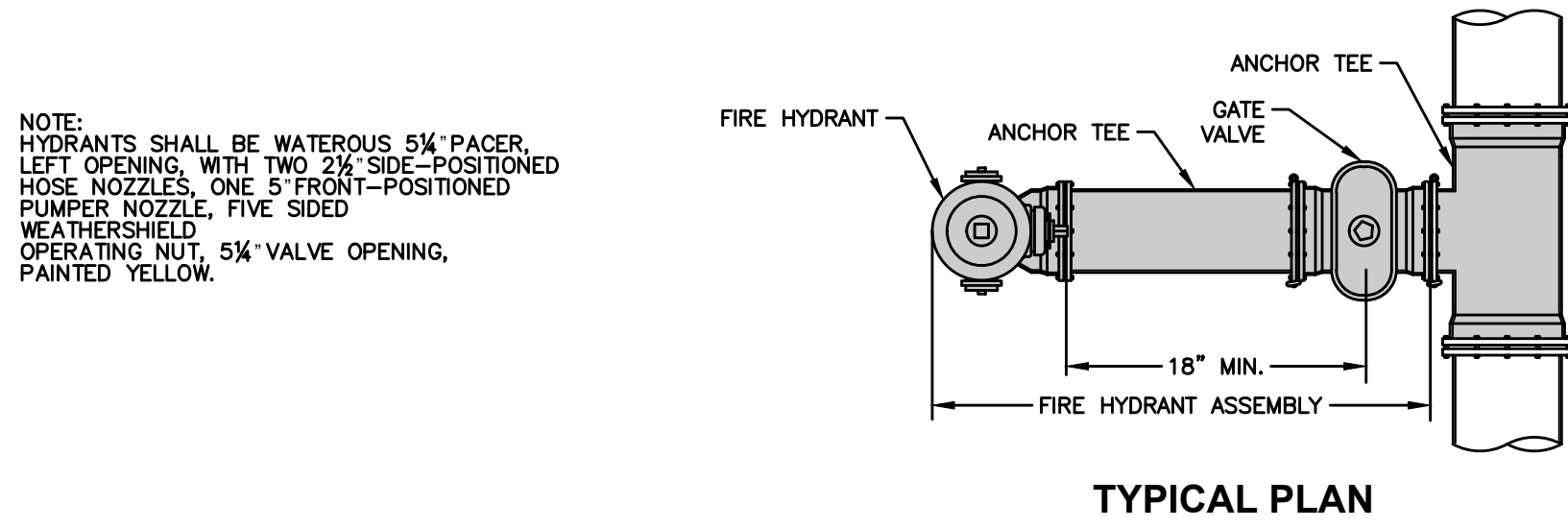
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SET\2202086-DETAILS-BULLPEN-BATTING CAGE.DWG
FILE DATE: 4/1/24 DATE PLOTTED: 4/9/2024 1:38 PM
PLOTTED BY: KRIS BOWER TECH:



FRAME NOTES:
SIZE, SPACING, AND NUMBER OF LUGS AND
FLANGE MAY VARY.

COVER NOTES:
ROUGHNESS PATTERN AND TEXT STYLE MAY VARY.
MINIMUM ONE CONCEALED PICKHOLE

- ANCHOR THE LOWER FRAME OF ALL
THREE-PIECE CASTINGS TO THE MANHOLE
STRUCTURE, WHEN SPECIFIED IN THE CONTRACT
DOCUMENTS, ANCHOR THE FRAME OF
TWO-PIECE CASTINGS TO THE MANHOLE
STRUCTURE, IF CASTING FRAME DOES NOT
INCLUDE ANCHOR HOLES OR SLOTS, DRILL
FOUR (4) DIAMETER HOLES, EQUALLY SPACED
AROUND THE FRAME.
- IF SPECIFIED, FURNISH BOLT DOWN FRAME AND
COVER WITH FOUR 1/2" MINIMUM DIAMETER
STAINLESS STEEL, HEX NUT, RECESSED CAP
WASHERS, AND RUBBER GASKET SEALS.
- CASTING HEIGHT VARIES. MINIMUM ADJUSTMENT
RANGE OF 4 INCHES.
- SET CASTING AT PROPER GRADE USING THE
ADJUSTMENT SLOTS OR ADJUSTMENT
MECHANISM. REGRADING BY THE MECHANISM
UPON COMPLETION OF PAYING.
- HEIGHT ADJUSTMENT METHOD MAY VARY; TWO
OPTIONS ARE SHOWN.



- ① EXTEND TRACER WIRE UP FIRE HYDRANT BARREL TO INTERNAL TERMINALS OF TRACER WIRE STATION AND BACK DOWN. REFER TO WM-201 FOR DETAILS OF FIRE HYDRANT ASSEMBLY.
- ② CLAMP TRACER WIRE TO GROUND ROD AT SYSTEM TERMINATION POINTS.

PROPOSAL REQUEST NO. 1

1. **REVISE** demolition limits of existing sidewalk and fencing near the SW batting cage area as shown on attached revised drawing C2.0.

Labor: VanderPool - \$500.00, DSM Steel Fence - \$800.00
Materials: \$0.00
Profit (5%): \$65.00
Total: \$1,365.00 ADD

2. **ADD** demolition of existing concrete near the maintenance building as shown on attached revised drawing C2.0.

Labor: VanderPool - \$1,100.00
Materials: \$0.00
Profit (5%): \$55.00
Total: \$1,155.00 ADD

3. **ADD** concrete sidewalk near the maintenance building as shown on attached revised drawing C3.0.

Labor: TK Concrete - \$1,875.00
Materials: TK Concrete - \$1050.00
Profit (5%): \$146.25
Total: \$3,071.25 ADD

4. **REVISE** limits of proposed fencing, sidewalk and related grading near the SW batting cage area as shown on attached revised drawing C3.2.

Labor: DSM Steel Fence - \$2,600.00
Materials: DSM Steel Fence - \$5,968.00
Profit (5%): \$428.40
Total: \$8,996.40 ADD

5. **REVISE** proposed quick couple near the SW batting cage area changing the quick coupler valve to a flush-mount anti-siphon freezeless yard hydrant (Woodford model Y95, or approved substitute), as shown on attached revised drawing C3.2.

Labor: \$0.00
Materials: \$0.00
Profit: \$0.00
Total: \$0.00

6. **REVISE** application of synthetic turf from gluing to nailing. The contractor shall provide recommendations of nail type, size, and spacing to the Engineer for review.

Nail Type/Size: Tapcon Power Actuated Pins - 1-1/2" pin with washer
Spacing: 4' or less around the perimeter

Labor: (\$4,125.00)
Materials: (\$12,000.00)
Total: (\$16,125.00) DEDUCT



7. **REVISE** placement of synthetic turf in batting cages such that 15' roll of turf is centered on the length of the batting cages with seamed strips of turf placed between sides of adjacent multiple cages.

Labor: Iowa Sports Turf Management - \$1,700.00
Materials: Iowa Sports Turf Management - \$2,300.00
Profit (10%): \$400.00
Total: \$4,400.00 ADD

8. Revise fencing near landscaping and electrical area to keep rock planting bed and plants.

Labor: DSM Steel Fence - \$140.00
Materials: DSM Steel Fence - \$400.00
Profit (5%): \$27.00
Total: \$567.00 ADD

ADD: \$19,554.65
DEDUCT: \$16,125.00
TOTAL: \$3,429.65 ADD

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: Setting the Time and Place for a Public Hearing on the Second Amendment to the Fiscal Year 2023-2024 Budget for May 14, 2024

BACKGROUND: The city is required to hold a public hearing when proposing to amend the budget. The attached notice will be published on May 1, 2024. The proposed second amendment for the fiscal year 2023-2024 budget will provide for the expenditure of additional funds for the fire station building design, fire equipment, additional liability insurance, employee retirements, the mowing contract for the cemetery, a shared street project with the City of Johnston, the amphitheater project, and additional transfers that were not previously known. The city also has additional revenue for the shared street project, interest on investments, local option sales and service tax, a Bravo grant, sale of fire equipment, ambulance fees, and transfers between funds.

BUDGETARY CONSIDERATIONS: \$4,140,110 in additional expenses and \$2,318,619 in additional revenue and transfers are included in the amendment.

STRATEGIC PLANNING:

Prioritized: X YES ☐ NO

*High-Performing Organization/Exception Professional Services ☐

*Great Place to Live/Expanded Quality of Life Amenities X

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: The budget was approved and adopted on March 28, 2023, and the first amendment to the budget was approved on January 23, 2024.

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Marcia Woodke

Return to: Marcia Woodke

RESOLUTION 04-3524 SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON
THE SECOND AMENDMENT TO THE FISCAL YEAR 2023-2024 BUDGET FOR MAY 14,
2024

Grimes Resolution No. 04-3524

WHEREAS, the City Council of the City of Grimes, Iowa (the "City") desires to consider the proposed Second Amendment to the fiscal year 2023-2024 budget; and

WHEREAS, a public hearing on the proposed Second Amendment to the fiscal year 2023-2024 budget shall be held and a time and place for the hearing thereon should be fixed.

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

1. That a public hearing be held by the Grimes City Council on the proposed Second Amendment to the fiscal year 2023-2024 budget at the Grimes Community Center, 410 SE Main Street, Grimes, Iowa, at 5:30 p.m. on the 14th day of May 2024, at which time the City Council will consider any objections to the proposed budget amendment.
2. That the City Clerk shall publish notice of said hearing, the same being attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall not be less than ten (10) and not more than twenty (20) days before the date set for hearing.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of GRIMES				
Fiscal Year July 1, 2023 - June 30, 2024				
The City of GRIMES will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024				
Meeting Date/Time: 5/14/2024 05:30 PM		Contact: Marcia Woodke		Phone: (515) 986-3036
Meeting Location: Grimes Community Center 410 SE Main St, Grimes, Iowa				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	13,175,110	0	13,175,110
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	13,175,110	0	13,175,110
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	6,519,924	0	6,519,924
Other City Taxes	6	2,722,440	500,000	3,222,440
Licenses & Permits	7	503,300	0	503,300
Use of Money & Property	8	1,888,758	535,000	2,423,758
Intergovernmental	9	3,387,714	310,000	3,697,714
Charges for Service	10	13,832,603	60,000	13,892,603
Special Assessments	11	0	0	0
Miscellaneous	12	880,386	361,700	1,242,086
Other Financing Sources	13	34,200,500	10,000	34,210,500
Transfers In	14	22,656,957	541,919	23,198,876
Total Revenues & Other Sources	15	99,767,692	2,318,619	102,086,311
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	7,969,166	0	7,969,166
Public Works	17	3,353,308	283,000	3,636,308
Health and Social Services	18	8,000	0	8,000
Culture and Recreation	19	3,356,082	47,400	3,403,482
Community and Economic Development	20	3,687,893	99,435	3,787,328
General Government	21	2,254,087	195,700	2,449,787
Debt Service	22	7,109,088	0	7,109,088
Capital Projects	23	58,720,635	2,854,000	61,574,635
Total Government Activities Expenditures	24	86,458,259	3,479,535	89,937,794
Business Type/Enterprise	25	12,452,362	118,656	12,571,018
Total Gov Activities & Business Expenditures	26	98,910,621	3,598,191	102,508,812
Transfers Out	27	22,656,957	541,919	23,198,876
Total Expenditures/Transfers Out	28	121,567,578	4,140,110	125,707,688
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-21,799,886	-1,821,491	-23,621,377
Beginning Fund Balance July 1, 2023	30	73,808,901	0	73,808,901
Ending Fund Balance June 30, 2024	31	52,009,015	-1,821,491	50,187,524
Explanation of Changes: The City has increased expense for the new Fire Station building design, fire equipment, cyber and liability insurance, employee retirements, new economic development director, mowing contract for the cemetery, a shared street project with Johnston, the amphitheater project, and additional transfers that were unknown at the time of budget and the prior amendment. The City has additional revenue for the shared street project, interest on investments, local option sales and service tax, Bravo grant, Rotary donation, sale of fire equipment, ambulance fees and transfers between funds.				

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: Native Vegetation Enhancements in Storm Water Treatment Facilities – Project Acceptance

BACKGROUND: The actions that are in front of the council are to provide appropriate actions on any retainage payments; receive and file the Certificate of Completion from the project engineer; and consider approval of a resolution officially accepting the project by the City of Grimes.

Redbud Landscaping, LLC started this project in the Fall of 2020 and fully completed the project in late 2023. There is a retainage payment to be made 30 days following project acceptance.

BUDGETARY CONSIDERATIONS: This project's final construction contract amount is \$32,591.00 which is \$13,389.50 more than the original construction contract amount.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

*Great Place to Live/Expanded Quality of Life Amenities ☐

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution accepting the project with Redbud Landscaping, LLC. in the final contract amount of \$32,591.00.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 04-3624 ACCEPTING THE NATIVE VEGETATION ENHANCEMENTS IN
STORM WATER TREATMENT FACILITIES

Grimes Resolution No. 04-3624

WHEREAS, on the **11th** day of **August, 2020**, the Mayor and Clerk of the City of Grimes, Iowa, entered into a construction contract with **Redbud Landscaping, LLC of Des Moines, Iowa**, for the construction of certain public improvements generally described as the Native Vegetation Enhancements in Storm Water Treatment Facilities; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on **April 23, 2024**:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be **\$32,591.00**, as shown in the report of the Engineer.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

CERTIFICATE OF COMPLETION

Native Vegetation Enhancements in Storm Water Treatment Facilities

Grimes, Iowa

April 23, 2024

This is to certify that the construction improvements on the ***Native Vegetation Enhancements in Storm Water Treatment Facilities*** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is **\$32,591.00**. I hereby recommend acceptance of the project.

Respectfully submitted,



*Jacob Nilles, PE
Project Manager
Nilles Associates, Inc.
Iowa License Number 26369*

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: Kennybrook Wetland (Landscaping) – Project Acceptance

BACKGROUND: The actions that are in front of the council are to provide appropriate actions on any retainage payments; receive and file the Certificate of Completion from the project engineer; and consider approval of a resolution officially accepting the project by the City of Grimes.

Redbud Landscaping, LLC started this project in the Summer of 2021 and fully completed the project in late 2023. There is a retainage payment to be made 30 days following project acceptance.

BUDGETARY CONSIDERATIONS: This project's final construction contract amount is \$69,951.50 which is \$9,821.00 more than the original construction contract amount.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

*Great Place to Live/Expanded Quality of Life Amenities ☐

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution accepting the project with Redbud Landscaping, LLC in the final contract amount of \$69,951.50.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 04-3724 ACCEPTING THE KENNYBROOK WETLAND (LANDSCAPING)

Grimes Resolution No. 04-3724

WHEREAS, on the 22nd day of June, 2021, the Mayor and Clerk of the City of Grimes, Iowa, entered into a construction contract with Redbud Landscaping, LLC of Des Moines, Iowa, for the construction of certain public improvements generally described as the Kennybrook Wetland (Landscaping); and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on April 23, 2024

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$69,951.50, as shown in the report of the Engineer.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

CERTIFICATE OF COMPLETION

Kennybrook Wetland (Landscaping)

Grimes, Iowa

April 23, 2024

This is to certify that the construction improvements on the ***Kennybrook Wetland (Landscaping)*** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***\$69,951.50***. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Jacob Nilles".

*Jacob Nilles, PE
Project Manager
Nilles Associates, Inc.
Iowa License Number 26369*

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: SE Little Beaver Drive and SE 4th thru 6th Sts. Reconstruction and Patching – MSA Professional Services, Inc. Professional Services Agreement.

BACKGROUND: The City of Grimes has identified the need for engineering services to design a street reconstruction & patching project in the SE Little Beaver Drive area. The project includes the reconstruction of SE Little Beaver Drive from 130 ft south of SE 6th St. to SE 3rd St. and SE 4th Street from SE Little Beaver Drive to SE Trail Ridge Road. The project also includes the patching of SE 5th and 6th Streets from SE Little Beaver Drive to SE Trail Ridge Road. This project is a continuation of the city's efforts to reinvest in existing neighborhoods with the water main replacements occurring this year and the planned street improvements for next year. The schedule will be bidding over the winter and construction starting in the early part of the 2025 construction season.

The staff selected MSA Professional Services because of their background in roadway and drainage design and their performance on the SE Trail Ridge Road Reconstruction project. They also have a great deal of familiarity with the project area due to the SE Little Beaver Water Main project, which they designed and provided some of the construction engineering services.

BUDGETARY CONSIDERATIONS: The total fee proposed for the engineering services is a not to exceed amount of \$106,200 based off hourly rates and fixed expenses. The funding source for this work will be from the line item for this project in the current CIP.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

*Great Place to Live/Expanded Quality of Life Amenities ☐

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

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

RESPONSIBLE STAFF/CONTACT INFORMATION:

Aaron Jarosh, Staff Engineer, AJarosh@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Aaron Jarosh

RESOLUTION 04-3824 ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES WITH
MSA PROFESSIONAL SERVICES, INC. FOR THE SE LITTLE BEAVER DR. AND SE 4TH
THRU 6TH STS. RECONSTRUCTION AND PATCHING

Grimes Resolution No. 04-3824

WHEREAS, the City of Grimes (Grimes) desires to reconstruct SE Little Beaver Drive from SE 3rd Street to approximately 130 feet south of SE 6th Street; SE 4th Street from SE Trail Ridge Road to SE Little Beaver Drive; and patching along SE 5th and 6th Street from SE Trail Ridge Road to SE Little Beaver Drive; and,

WHEREAS, the engineering firm of MSA Professional Services, Inc (Engineer), has experience in transportation and utility infrastructure design, and is qualified to provide project administration, mapping & existing utility review, preliminary design, final design and bid letting services;

WHEREAS, Engineer has proposed the attached Standard Professional Services Agreement that has scope of work to be supplied by the Engineer and compensation to be paid by Grimes for Engineer's design services related to this transportation and utility project;

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

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 23rd day of April, 2024, and approved by the Mayor on the 23rd day of April, 2024.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

SE LITTLE BEAVER DR. AND SE 4TH THRU 6TH STS. RECONSTRUCTION AND PATCHING DESIGN AND BIDDING SERVICES

This Agreement is made and entered into this 23 day of April, 2024, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and MSA Professional Services, Inc., party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant

a. <u>Mapping & Existing Utility Review</u>	<u>\$ 5,060.00</u>
b. <u>Preliminary Design</u>	<u>\$ 46,950.00</u>
c. <u>Final Design</u>	<u>\$ 30,990.00</u>
d. <u>Neighborhood Meeting</u>	<u>\$ 2,240.00</u>
e. <u>Bidding Phase</u>	<u>\$ 6,090.00</u>
f. <u>Project Administration</u>	<u>\$ 14,870.00</u>

Total	<u>\$106,200.00</u>
-------	---------------------

- B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.
- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a

period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

- E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.
- F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.
- G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of Grimes
Attn: Matt Ahrens, P.E.
Title: City Engineer
Address: 410 SE Main Street, #102
City, State: Grimes, IA 50111

FOR THE CONSULTANT:

Name: MSA Professional Services, Inc.
Attn: Jacob Huck, P.E.
Title: Operations Leader
Address: 1555 SE Delaware Ave., Suite F
City, State: Ankeny, IA 50021

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations and technical standards or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgements or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under

this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under

the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement.

Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. If requested by the City, the Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs and expenses during mediation. The cost of the mediator shall be shared equally by the parties.

If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party court costs provided by Iowa law and interest at the legal rate. The City and Consultant agree that the jurisdiction and venue for any legal proceeding arising from this Agreement are the Iowa District Court for Polk County.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

CITY OF GRIMES

BY:  _____

BY: _____

Name: Jacob Huck, P.E. _____

Scott Mikkelsen, Mayor

Title: Operations Leader _____

ATTEST

Name: _____

Title: _____

PROJECT DESCRIPTION

The project consists of Design and Bidding Services for the SE Little Beaver Dr. and SE 4th Thru 6th Sts. Reconstruction and Patching.

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. Mapping & Existing Utility Review

- **Incorporation of Water Main As-Built Drawings**

- i. ENGINEER shall review the location of utilities within the existing right-of-way for the project. As-built documentation from the SE Little Beaver Dr. and SE 4th Thru 6th Sts. Water Main project shall be incorporated into the basemap for the project.

- **Existing Utility Review**

- i. ENGINEER shall review the condition of sanitary manholes along the project limits and recommend manhole replacements necessary.
 - 1. Televising to be provided by OWNER.
 - 2. Spot repair locations will be recommended by OWNER and designed by ENGINEER.
 - 3. ENGINEER shall recommend manhole replacements to OWNER for approval prior to design.
 - 4. Includes one (1) site visit to review manhole conditions.

- **Review and Recommendation of Pavement Rehabilitation Methods**

- i. Engineer shall visit the project site to review the condition of the roadway pavement along SE 5th and 6th Streets.
 - 1. Includes one (1) site visit to evaluate roadway condition.
- ii. Engineer shall evaluate pavement to determine recommendations for partial vs. full depth patching based on City of Grimes specifications.
- iii. Engineer shall provide an aerial or plan sketch of the proposed patching plan to the City for review and approval

2. Design

- **Preliminary Design**

- o Roadway Design:

- **Project Limits**

- ❖ SE Little Beaver Drive from Trail Ridge project tie-in to plat boundary

- i. Full PCC reconstruction

- ❖ SE 4th, 5th and 6th Streets from SE Trail Ridge Drive to SE Little Beaver Drive

- i. SE 4th Street

- 1. Full PCC reconstruction

- ii. SE 5th Street

- 1. Patching meeting City of Grimes specifications

- 2. Full depth reconstruction on returns Little Beaver

- iii. SE 6th Street

- 1. Patching meeting City of Grimes specifications

2. Full depth reconstruction on returns Little Beaver

- Roadway Cross Section
 - ❖ The urban roadway is assumed to be 25' wide back-to-back with standard curb (to match existing roadway width).
 - ❖ Roadway shall consist of P.C. concrete with:
 - 6" granular base
 - 6" subgrade preparation
- Intersection Design:
 - Engineer will provide layout for intersections:
 - a. SE Little Beaver Dr. and SE 6th St.
 - b. SE Little Beaver Dr. and SE 5th St.
 - c. SE Little Beaver Dr. and SE 4th St.
 - Standard Intersections
 - a. Will not require conceptual intersection layouts prior to preliminary design
- Sanitary Sewer Spot Repair Design:
 - Develop horizontal and vertical alignments for sanitary sewer where spot repairs are necessary.
 - It is assumed that no more than three (3) spot repairs are necessary.
- Storm Sewer Design:
 - ENGINEER to evaluation for the potential to add storm sewer and/or intakes north of SE 5th Street
 - Determine existing storm sewer inlet and discharge locations.
 - Determine storm water spread at existing intakes.
 - Determine if any additional storm sewer intakes or piping can be added to the project area. Develop routing and sizing for storm sewer, if applicable. Show surface water drainage and provide storm water management plan.
- ADA Design:
 - Engineer will review existing ADA ramp crossings for access management and will review with City staff.
 - Engineer will eliminate any crossings that are not needed or are not ADA compliant after review with the City.
 - Engineer will provide design for ADA ramps along the corridor.
- **Plan Preparation and Drafting**
 - Preliminary Plan Preparation: Prepare preliminary plans, horizontal and vertical alignments of utilities, typical cross section, and typical construction details.
- **Construction Cost Estimates**
 - Preliminary Construction Cost Estimate: Develop a preliminary construction cost estimate based on preliminary plans.
- **Quality Assurance/Quality Control**
 - Employ documented quality-assurance/quality-control procedures throughout project.

3. Final Design

- **Final Design**
 - Plan set revisions per comments from preliminary set comments from OWNER.
 - ENGINEER shall develop Erosion control plan and SWPPP. OWNER shall provide SWPPP Template.
 - ENGINEER shall develop phasing and traffic control plans; as necessary.
- **Plan Preparation and Drafting**
 - Final Plan Preparation: Prepare final plans based on preliminary plans, Owner feedback, and additional design development.
 - ENGINEER shall prepare Traffic Control Plan in accordance with latest MUTCD and SUDAS guidance.
 - Finalize ADA ramp design and layout
- **Front-end documents**
 - Front-end documents: Create Front Ends from City templates for OWNER, as necessary
- **Permits**: Prepare permit application and required attachments for:
 - i. NPDES General Permit No. 2
 - 1. MSA to develop SWPPP
 - 2. Contractor shall:
 - a. File public notice, Notice of Intent, Pay associated fees
 - b. After project award
 - c. Included as a project bid item
- **Construction Cost Estimates**
 - i. Check and Final Construction Cost Estimates: Develop construction cost estimates based on check and final plans. Develop an Engineers Estimate of Construction cost based on quantities computed from project plans.
- **Quality Assurance/Quality Control**
 - Employ documented quality-assurance/quality-control procedures throughout project.

4. Neighborhood Meeting

- **Neighborhood Meeting**
 - i. Conduct one meeting. The meeting shall be open house format with no formal presentation.
 - 1. Engineer shall prepare two (2) project exhibits for use display at the meeting.
 - 2. Task includes attendance and travel to and from meeting for MSA participants.
 - ii. Neighborhood Meeting shall occur after the completion of the Preliminary Plans (50%) City review and comment.

5. Bidding

- Printing of bidding Documents
 - i. Provide OWNER with (3) 11x17 paper copies of final plans and (3) paper copies of the front-end documents.
- Assist Owner in Advertising and Soliciting for Bids
- Administer Bid Document Distribution Process utilizing QuestCDN
- Respond to Contractor questions during quotation process.

- Issue Addenda as appropriate to clarify, correct, or change the bidding documents
- Attend a Public Bid Opening at Grimes City Hall
- Prepare bid tabulation
- Assist the OWNER in evaluating quotations and make a recommendation for award
- Preparation of construction contract for signature and distribute signed contracts
- Review completed contract, bonds, and insurance

6. Project Administration

- **Project Administration**
 - Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- **Utility Coordination**
 - Coordination and Communication
 - Inform private utility companies (gas, electric, and communications) of the project scope and timeline.
 - Note utility locations (as provided by utility companies and/or one-call locate) on the project plans.
 - Provide utility companies with preliminary and final plans for the project.
- **Design Meetings**
 - Project kick-off and scoping meeting: Attend one meeting with staff prior to starting work on the project.
 - Preliminary Plan (50%) review: Attend one meeting with staff after preliminary plans are complete, prior to starting check plans.
 - Check Plan (90%) review: Attend one meeting with staff after check plans are complete, prior to starting final plans.
 - Final Plan (100%) review: Attend one meeting with staff, prior to project letting.

DELIVERABLES

MSA will provide the following deliverables:

1. Preliminary plans: one PDF file of the preliminary plans and construction cost estimate for Owner review (50%).
2. Check plans: one PDF file of the check plans and construction cost estimate for Owner review (90%).
3. Final plans: three (3) paper copies and one PDF file of the final plans and construction cost estimate, for Owner review (100%)
 - (3) 11x17 paper copies of final plans and (3) paper copies of the specifications
 - CAD file of final design for City records
 - GPS points of survey points

ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Additional meetings not identified in the scope
2. Survey of the patching limits identified in the field condition review assessment
3. Geotechnical Services

4. Permit fee payment on behalf of the OWNER.
5. The Contractor, after the project award, shall be required to file the required public notices, file a Notice of Intent for coverage of the project under the Iowa DNR NPDES General Permit No. 2. The Contractor shall pay the associated publication and NPDES permit fees and this will be included as a part of the project bid items
6. Construction Related Services
 - a. Will be completed by Amendment to this agreement following award of the construction contract. Amendment will include construction administration, observation, staking and as-built drawings. Additional public engagement, including project construction updates, will be included as a part of this amendment.
7. Assistance with acquisition of real estate and/or temporary or permanent easements
8. Utility system modeling
9. Funding applications and administration
10. Additional meetings not specifically listed in the scope.
11. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
12. Permit assistance related to surface waters and wetlands.

OWNER'S RESPONSIBILITIES

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will operate Owner's systems (hydrants, valves, manholes, etc.) as needed for MSA to obtain required information for the completing project.
- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).
- Owner will authorize submittal of necessary permit applications and pay associated fees.
- Owner will pay MSA as follows:

FEE SUMMARY

The Owner will compensate MSA for the Scope of Services listed above follows:

Total Design Services (Hourly Not to Exceed)	\$106,200.00
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PROJECT SCHEDULE**SE Little Beaver Dr. and SE 4th thru 6th Sts. Reconstruction**

The project from Design, through bidding services shall be performed by ENGINEER in accordance with a schedule generally described as follows:

Project Task	Start	End
Project Authorization from City	04/23/24	N/A
Pavement Rehabilitation Review	04/24/24	05/03/24
Preliminary Plan Preparation	05/06/24	06/14/24
Preliminary Plan Submittal	06/14/24	N/A
City Preliminary Plan Review	06/17/24	06/28/24
Check Plan Preparation	07/01/24	08/23/24
Neighborhood Meeting	07/15/24	07/26/24
Check Plan Submittal	08/23/24	N/A
City Check Plan Review	08/26/24	09/06/24
Final Plan Preparation	09/09/24	10/04/24
Final Plan Submittal	10/04/24	N/A
City Final Plan Review	10/07/24	10/18/24
Submit Notice to Bidders and Notice of Public Hearing to City	10/11/24	N/A
Final Plans to Clerk for December 3rd Letting	10/21/24	N/A
Set Bid Date and Public Hearing Date	10/22/24	N/A
Post Notice to Bidders and Notice of Public Hearing to Iowa League & MBI	10/25/24	N/A
Publish Notice to Bidders and Notice of Public Hearing in Local Newspaper	11/22/24	N/A
Bid Letting	12/03/24	N/A
Award of Contract	12/10/24	N/A
Project Construction	Spring 2025	Winter 2025

ENGINEER shall not be responsible for delays in schedule which are beyond the ENGINEER's control.

ATTACHMENT B: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 75 – \$150/hr.
Architects	\$ 75 – \$215/hr.
Community Development Specialists	\$135 – \$185/hr.
Digital Design	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists	\$105 – \$185/hr.
Geographic Information Systems (GIS)	\$ 95 – \$185/hr.
Housing Administration	\$ 95 – \$170/hr.
HR	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators	\$105 – \$130/hr.
IT Support	\$175 – \$195/hr.
Land Surveying	\$ 75 – \$185/hr.
Landscape Designers & Architects	\$ 75 – \$215/hr.
Planners	\$ 75 – \$205/hr.
Principals	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems	\$150 – \$200/hr.
Project Managers	\$150 – \$230/hr.
Real Estate Professionals	\$135 – \$165/hr.
Staff Engineers	\$ 75 – \$145/hr.
Technicians	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator	\$ 90 – \$115/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.12/page
Plots	\$0.006/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour
Dini Laser Level	\$30/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.



PROJECT DATE:	DRAWN BY:	LEK	NO.	DATE	REVISION	BY
	DESIGNED BY:	AJI				
	CHECKED BY:	NES				
PLOT DATE: 2/8/2023 8:01 AM, G:\09\09410\09410015\CADD\Construction Documents\09410015 A Sheets.dwg						

FINAL PLANS



ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1555 SE Delaware Ave, Ankeny IA 50021
(515) 964-1920 www.msa-ps.com
© MSA Professional Services, Inc.

SE TRAIL RIDGE ROAD RECONSTRUCTION
CITY OF GRIMES
POLK COUNTY, IOWA

PROJECT OVERVIEW

PROJECT NO:
09410015
SHEET
A.02

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: Resolution Approving Repairs to Well No 101

BACKGROUND: Upon review of TV surveys completed on Well No 101, it was discovered that the submersible motor exhibits significant pitting, and there is noticeable wear in the thrust bearing. Additionally, the pump bowl assembly's cast iron material has deteriorated to a point where repair is not possible. Two (2) 8" x 21' drop pipe and 8" check valve should also be replaced. The following repairs have been quoted to make the appropriate repairs:

1. 50 HP Submersible motor.
2. Goulds 8RJLC-3 stage pump bowl assembly.
3. 8" x 12" TBE pipe nipple.
4. 8" x 42' T&C drop pipe.
5. 8" DI Check valve with fittings.

BUDGETARY CONSIDERATIONS: \$19,841.00

STRATEGIC PLANNING:

Prioritized: ____YES __x__NO

*High-Performing Organization/Exception Professional Services __x__

*Great Place to Live/Expanded Quality of Life Amenities ____

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Staff Recommend Council Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Kevin Hensley, Public Works Director, 515-986-9636, khensley@grimesiowa.gov

Prepared by: JB

Return to: KH

RESOLUTION TO APPROVE REPAIRS TO WELL NO, 101

Grimes Resolution No. 04-3924

WHEREAS, Well No. 101 is a vital component of our City's water distribution infrastructure, providing essential water supply to our community; and

WHEREAS, a recent TV surveying and inspection of the pumping unit at Well No. 101 revealed significant issues, including large pitting in the submersible motor, wear in the thrust bearing, and deterioration of the pump bowl assembly cast iron to a point where repair is not feasible; and

WHEREAS, Northway Well and Pump Co. has presented a detailed proposal outlining the necessary repairs, including the replacement of the submersible motor and the pump bowl assembly;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Director is authorized to take all necessary actions to expedite the procurement of materials and services required for the repairs.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

Northway Well and Pump Co.

4895 8th Avenue
Marion, Iowa 52302

April 15, 2024

Revised: April 8, 2024

Mr. Kevin Hensley
City of Grimes Public Works Director
1801 N James St.
Grimes, Iowa 50111

Dear Mr. Hensley,

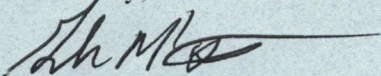
The TV surveys of Well No. 101 found that the screen and casing are in good condition. The chemical cleaning doubled the specific capacity of the well, please see attached report.

Inspection of the pumping unit found that the submersible motor has large pitting and it has wear in the thrust bearing. The pump bowl assembly cast iron is deteriorated to the point that it cannot be repaired. Also two (2) 8" x 21' drop pipe and 8" check valve should be replaced.

1. 50 HP Submersible motor.	\$ 7,374.00
2. Goulds 8RJLC-3 stage pump bowl assembly.	\$ 7,048.00
3. 8" x 12" TBE pipe nipple.	\$ 288.00
4. 8" x 42' T&C drop pipe.	\$ 3,465.00
5. 8" DI Check valve with fittings.	\$ 1,666.00
Total	\$19,841.00

Thank you for your time and consideration on this project. If you have any questions, please feel free to call me @ 800-747-4575.

Sincerely,



Gale McIntosh
Branch Manager
NORTHWAY WELL & PUMP COMPANY

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: Professional Services Agreement - Grimes Public Administration Building
Construction Manager Services - The Weitz Company

BACKGROUND: The City Council has directed Staff to prepare for the design and construction of a new public administration building. Staff has previously worked with Weitz, specifically on the Grimes Public Library and Grimes Public Safety Center. In addition, Weitz has demonstrated experience with similar administration facilities, and will be able to provide expertise during the design and construction phases.

BUDGETARY CONSIDERATIONS: 3.5% of the construction costs, and \$85,000 for pre-construction services. General conditions will be established upon completion of the design.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

*Great Place to Live/Expanded Quality of Life Amenities ☐

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alex Pfaltzgraff, Development Services Director, 515-986-4050, apfaltzgraff@grimesiowa.gov

Prepared by: Alex Pfaltzgraff

Return to: Alex Pfaltzgraff

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT - GRIMES PUBLIC
ADMINISTRATION BUILDING CONSTRUCTION MANAGER SERVICES - THE WEITZ
COMPANY

Grimes Resolution No. 04-4024

WHEREAS, The City Council has directed Staff to prepare for the design and construction of a new public administration building

WHEREAS, the Weitz Company, LLC is currently engaged with the City of Grimes on the construction of the new Grimes Public Library and Grimes Public Safety Center; and

WHEREAS, the Weitz Company, LLC. has demonstrated experience with similar facilities and have extensive expertise in the Des Moines Metro area; and

WHEREAS, the City Attorney has reviewed the attached AIA Document C132-2019 the Weitz Company, LLC.

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

Section 1. The AIA Document C132-2019 with the Weitz Company, LLC is hereby approved.

Section 2. The Mayor is hereby authorized to execute the attached document on behalf of the City of Grimes.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

DRAFT AIA® Document C132™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the «Twenty-Fifth» day of «March» in the year «Two Thousand and Twenty Four»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«City of Grimes »« »
«101 NE Harvey Street »
«Grimes, IA 50111 »
« »

and the Construction Manager:
(Name, legal status, address, and other information)

The Weitz Company, LLC« »« »
«611 5th Ave, Suite 300 »
«Des Moines, IA 50309 »
« »

for the following Project:
(Name, location, and detailed description)

« Grimes Administration Facility »
« Grimes, Iowa »
« »

The Architect:
(Name, legal status, address, and other information)

«To be Determined »« »
«»
« »
« »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«The Owner (City of Grimes, IA) has retained the Construction Manager to assist in constructing an Administration Facility in Grimes, Iowa. Sidekick Development is acting as Owner's Representative for Grimes and [To Be Determined] is the Architect.»

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« To be added by Amendment »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

«\$10,000,000 »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«Contract documents complete by [To be determined after selection of Architect] (date) »

.2 Construction commencement date:

«Spring, 2025»

.3 Substantial Completion date or dates:

«Fall, 2026. Exact date to be established upon completion of the Design Phase »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

«Construction Manager shall recommend, for Owner's approval, multiple competitively bid trade packages. »

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

« N/A »

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« N/A »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

« N/A »

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

«Angie Pfannkuch »
«SideKick Development »
«220 SE 6th Street, Suite 330 »
«Des Moines, IA 50309 »
«515.822.3257 »
«Email: angie@sidekickdevelopment.com »

Architect: [To be determined]
Grimes City Administrator: Jake Anderson

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address, and other contact information.)

« »

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

«TBD »« »

« »

« »

« »

« »

.2 Geotechnical Engineer:

«TBD »« »

« »

« »

« »

« »

.3 Civil Engineer:

«TBD »« »

« »

« »

« »

« »

.4 Contractors, as defined in Section 1.4:

« To be determined by Competitive Bids »

.5 Separate Contractors, as defined in Section 1.4:

« N/A »

.6 Other, if any:

(List any other consultants retained by the Owner.)

« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

« »

«The Weitz Company »

«611 5th Ave, Suite 300 »

«Des Moines, IA 50309 »

« Email: »

« Phone: »

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

«To be added by amendment»

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

«N/A »

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

«N/A »

§ 1.1.16 Other Initial Information on which this Agreement is based:

«N/A »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or other document agreed upon, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or other document agreed upon, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, or other document agreed upon, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition or other document agreed upon by the Owner and Architect. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The

Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than «Two Million Dollars » (\$ «2,000,000 ») for each occurrence and «Four Million » (\$ «4,000,000 ») in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than «One Million Dollars » (\$ «1,000,000 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy..

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than «Five Hundred Thousand Dollars » (\$ «500,000 ») each accident, «Five Hundred Thousand Dollars » (\$ «500,000 ») each employee, and «Five Hundred Thousand Dollars » (\$ «500,000 ») policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «One Million Dollars » (\$ «1,000,000 ») per claim and «Two Million Dollars » (\$ «2,000,000 ») in the aggregate.

§ 2.8.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims to the extent caused by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, umbrella or excess policies. All liability policies except Worker's Compensation shall be endorsed as follows: "The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to City of Grimes under Iowa Code Section 670.4 as it now exists or may be amended from time to time." The certificate of insurance relating to all liability coverages shall state: "The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defense of governmental immunity available to the City of Grimes under Iowa Code Chapter 670 as it now exists or may be amended from time to time."

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, or other document agreed upon, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Architect shall be designated the Responsible Project Participant in section 3.5 of E203-2013, or other document agreed upon, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following: *(List any items to be included that are not listed in Article 3 of E203-2013.)*

« »

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, or other document agreed upon by the Owner and Architect. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for

Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the

management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

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§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25.1 Upon achievement of Substantial Completion, the Construction Manager shall assist the Architect in performing its responsibilities in accordance with procedures for the review and processing of applications by contractors for progress payments and final payments as the Owner's Designated Representative under Iowa law for purposes of evaluating the release of retainage.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, and Architect. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	Owner
§ 4.1.1.2 Tenant-related services	Owner
§ 4.1.1.3 Commissioning	Construction Manager
§ 4.1.1.4 Development of a commissioning plan	Construction Manager
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Owner
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Owner
§ 4.1.1.8 Assistance with site selection	N/A
§ 4.1.1.9 Assistance with selection of the Architect	N/A
§ 4.1.1.10 Furnish land survey	Owner
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	N.A
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Construction Manager
§ 4.1.1.14 Stakeholder relationships management	Construction Manager
§ 4.1.1.15 Owner moving coordination	Owner
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Construction Manager
§ 4.1.1.17 Other Supplemental Services	
§ 4.1.1.17.1 A/V and Technology Design	Architect
§ 4.1.1.17.2 Security Design	Architect
§ 4.1.1.17.3 Furniture Selection and Bid Package	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« To be determined by mutual agreement, if required »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

«To be determined by mutual agreement, if required. »

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§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within «To be added by Amendment » (« ») months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, or other document agreed to by the Owner and Architect. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect’s scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager’s services.

§ 5.5.1 The Mayor and City Council of the City of Grimes, or its authorized designee, to the extent such designation is permitted by law, shall be solely authorized to act on the Owner’s behalf with respect to the Project Change Order Approvals and the Approved Construction Budget. The Owner’s administrative representative or their designee shall be available during working hours as often as may be necessary to render decisions which can be made without the Mayors or the City Council’s approval and to furnish information in a timely manner. The Owner shall provide to the Construction Manager the contact information for the Owner’s contact person(s). If it becomes necessary to appoint a new representative, such appointment shall be communicated to the Construction Manager in writing within three (3) days of such appointment.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner’s responsibility in Section 4.1.1.

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§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service or any fault or defect in the Construction Manager’s services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with

applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order..

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction. The parties to this Agreement expressly waive their rights to a trial by jury.

☐ Other: *(Specify)*

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If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 60 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

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(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

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§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. Except as otherwise agreed between the parties, all legal and equitable proceedings, controversies or disputes arising from this Agreement shall be venued in the Iowa District Court for Polk County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

«Lump sum cost of \$85,000 based on Preconstruction services being complete by May 1, 2025. Payment shall be made monthly based on percent complete of Preconstruction Services. »

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

«Three and one-half percent (3.5%) of the Cost of the Work as defined in Article 6. »

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

«Apply same fee as outlined in Article 11.1.2 for all additive changes. There shall be no reduction in Fee for deductive changes. »

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus «Three and one-half » percent («3.5 » %), or as follows:

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See Attached Exhibit A»

Employee or Category

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus «Three and One Half » percent («3.5 » %) of the expenses incurred.

§ 11.7 **Construction Manager's Insurance.** If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

« »

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of «Zero Dollars » (\$ «0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «thirty » («30 ») days after the invoice date shall bear interest at the rates specifically set by rule pursuant to Iowa Code Section 74A.2 or the rate set by Iowa Code Section 573.14 whichever is less. (Insert rate of monthly or annual interest agreed upon.)

«1.0 » % «per month »

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[«N/A »] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

« »

[«X »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

«Exhibit A – Hourly Staff Billing Rates
Exhibit B – Grimes Administration Facility Proposal dated March 8, 2024 »

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

«To be added by Amendment »

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«Michael Tousley »«Executive Vice President »

(Printed name and title)

TEL 212

EXHIBIT A
Grimes Administration Facility

1. Salary Staff Rates
 - a. Sr. Project Manager - \$130/hour
 - b. Project Superintendent - \$105/hour
 - c. Project Engineer - \$80/hour
 - d. Project Coordinator - \$65/hour

EXHIBIT B

WEITZ



THE WEITZ COMPANY **GRIMES** **ADMINISTRATION FACILITY**

CITY OF GRIMES

March 8, 2024

/// BUILD A BETTER WAY.™



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/// BUILD A BET

Section 01 //

About The Weitz Company



FIRM INFORMATION

ABOUT WEITZ

In 1855, Charles Weitz founded his construction company in Des Moines on the basis of quality craftsmanship and a commitment to client satisfaction. In the 169 years since then, a lot has changed at The Weitz Company, but the ideals upon which our company was founded remain the same.

Today, Weitz is one of the nation's premier general contractors, operating its home office in Des Moines, Iowa and other offices in Arizona, Colorado, Florida, Nebraska and Minnesota. According to the 2023 Engineering News-Record, Weitz is ranked the 72nd top contractor on the Top 400 Contractors List.

At Weitz, we understand that each build is different and each client's expectations are unique. We ask the questions that no one else thinks or dares to ask. We listen and uncover your expectations, then delivering. Beyond the blueprints. Beyond the timeliness. Beyond the materials. Let us show you how we will exceed your expectations and **Build a Better Way**.



CHARLES H. WEITZ

DIFFERENTIATING FROM THE COMPETITION

- Financially Stable with **\$1.2B in Revenue**
- Total Bonding Capacity of **\$1B**
- Awarded Business Record's Best of Des Moines Best General Contractor for the past **26 years**
- Innovative and Operationally Excellent
- Safety-Focused Culture and Commitment
- National Partnering Experience
- Exceptional Management of Cost, Schedule, & Quality Control

The Weitz Company is a full-service construction company, general contractor, design-builder and construction manager. With more than 169 years of engineering and craftsmanship experience, our mission and mantra to Build a Better Way continues to be realized through our testament of integrity, commitment to safety, quality and performance.



2023
BEST
OF DES MOINES
BUSINESS
RECORD

COMPANY PHILOSOPHY

The Weitz Company is the sixth oldest Architectural/Engineering/Construction firm in the United States. We have forged our reputation of Building a Better Way by continuously seeking new construction innovations and technologies that provide our clients with predictable, reliable and collaborative services. Our financial strength, longevity and stability through more than 169 years of economic cycles have positioned us as a recognizable leader in the construction industry. **Our job is first, and foremost, about our customers.** Keeping our customers at the forefront of each build helps us determine what project success looks like, long before the first piece of construction equipment arrives on the jobsite.

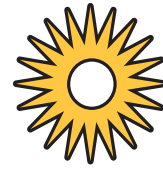
This goes beyond cost, schedule and quality. It's about relationships, innovation, efficiency, empowerment and learning. We work with our clients to reveal potential pressures, challenges and concerns that face them in the process of building their project and uncover their expectations. We then respond by developing solutions and taking steps to address these needs.

From our first interaction with clients through project closeout, The Weitz Way is all about delivering value and eliminating waste during the construction process. What separates Weitz from the competition is our ability to effectively align and elevate these practices to meet the specific needs (and wants) of every client. **The end result is a project experience that is impossible to duplicate.**

Our best resource and our biggest differentiator is our people. A large majority of our staff have started their careers with Weitz and continue to be with us today. A deep understanding of our core values allows our people to continually grow and develop leading to a trusted partner for the owner. Our Weitz team members are experienced, consistent, and well versed on making the construction process fun for all parties.

As a testament to our reputation and quality of service, **Weitz has been voted "Best General Contractor in the Des Moines area" for the last 26 consecutive years.** The over 100+ clients we have worked with over that time period have consistently voted Weitz the best. We are excited and honored to bring that same level of customer service and quality to the City of Grimes.

WEITZ CORE VALUES



HONESTY & INTEGRITY

We Embrace the "Light of Day" Test



RESPECT FOR PEOPLE

People Matter & We Live It



PERFORMANCE WITH ABSOLUTE RELIABILITY

We Amaze the Customer at Every Opportunity



LONG-TERM PERSPECTIVE

We Deliver Today with an Eye on Tomorrow



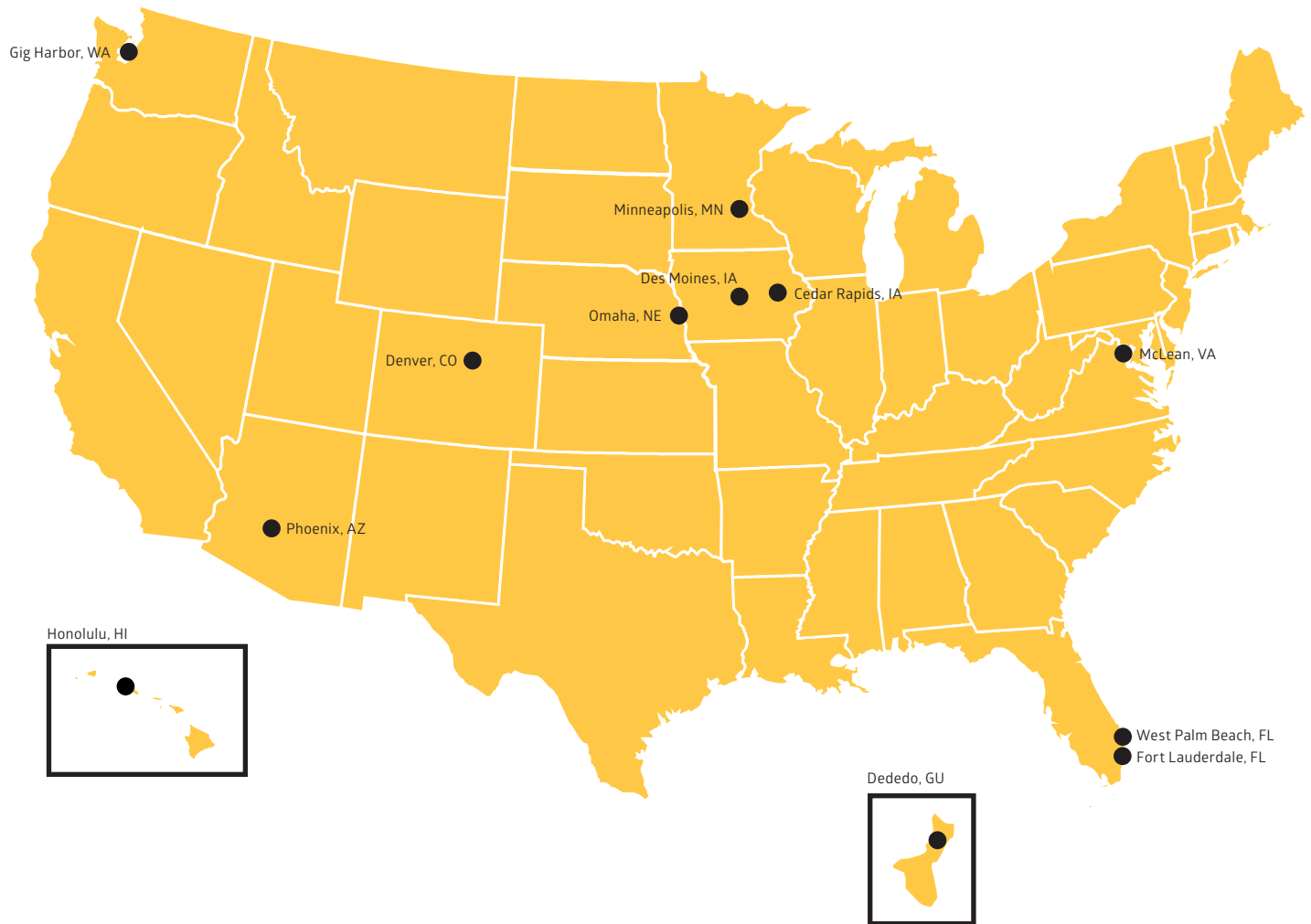
NURTURING PERSONAL GROWTH

We Provide Opportunities to Learn, Lead & Have Fun

NATIONAL REACH

BUILDING A BETTER WAY FROM COAST TO COAST

WEITZ OFFICE LOCATIONS:



#72

on ENR's Top 400 List



1,200+

employees



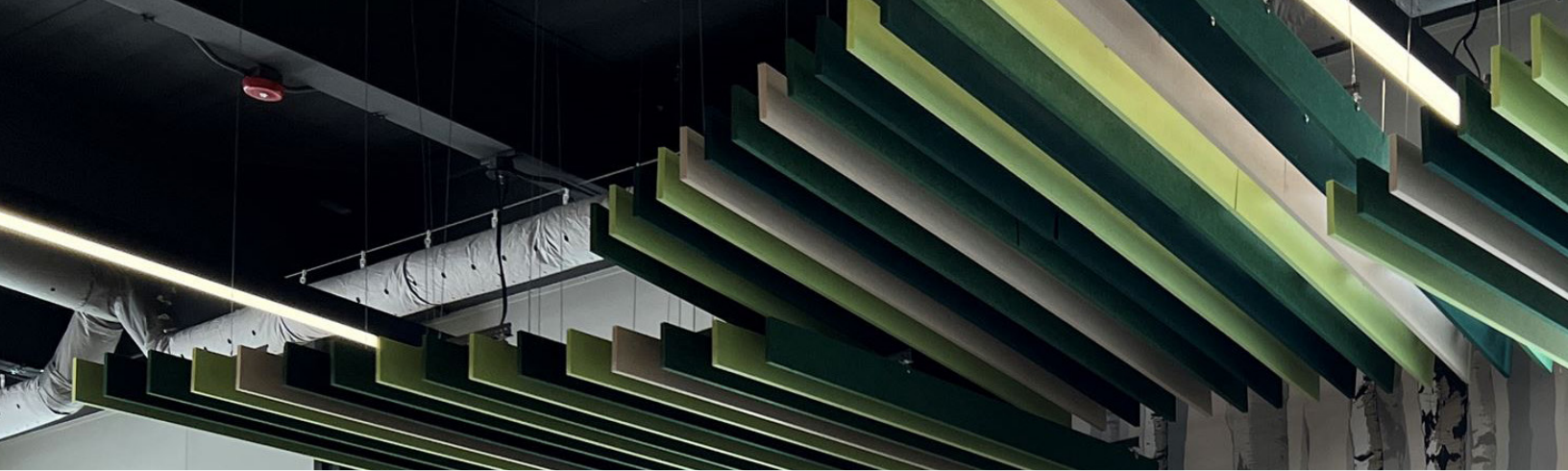
\$1B+

in annual revenue



50

licensed to build in
all 50 states



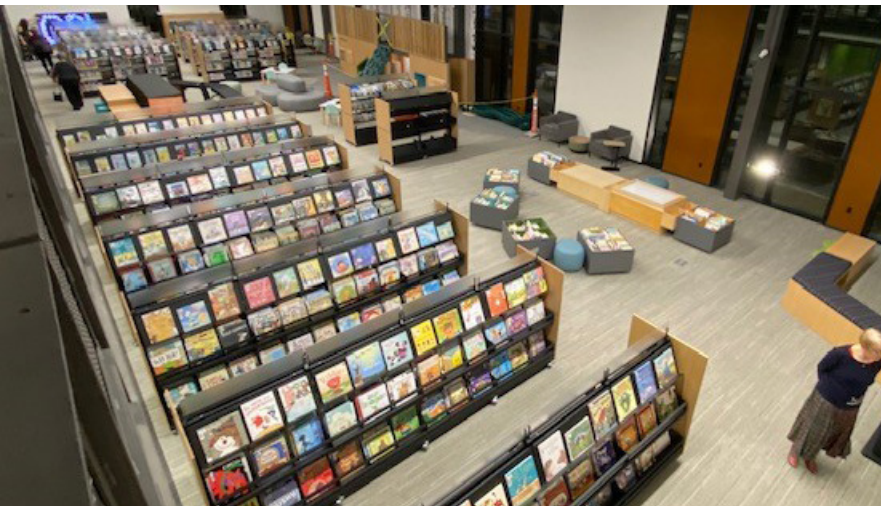
Section 02 //

Experience & CMa Expertise



GRIMES PUBLIC LIBRARY

Grimes, IA



PROJECT DESCRIPTION

The Grimes Public Library is a new two-story, 22,300 SF facility developed to better accommodate the quickly-growing Grimes population.

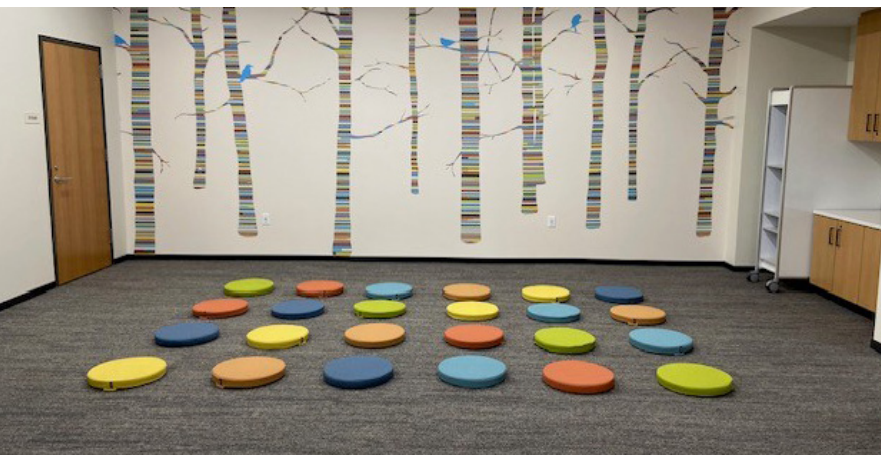
The facility was designed to accommodate the entire community with spaces specialized for all ages and abilities. Along with book areas, the library includes five study rooms, meeting rooms, and a variety of social spaces. Some highlights include a mezzanine area for teens, a fireplace, an interactive sensory wall, coffee bar, childrens play area, and a drive-thru for book drop off and pickup.

BUILDING EXPERIENCE

Civic

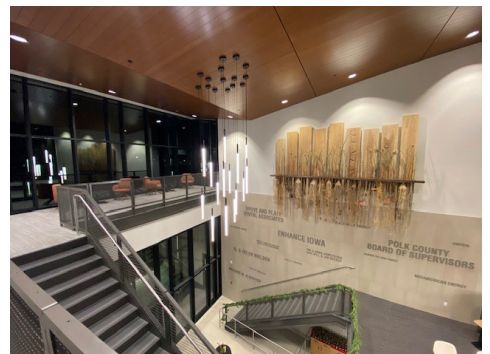
PROJECT DETAILS

- + 22,260 SF
- + CMa Delivery



Grimes Public Library Project

A LOOK THROUGH THE MILESTONES



CITY OF GRIMES FIRE STATION

Grimes, IA



PROJECT DESCRIPTION

The Weitz Company is currently working with SVPA and the City of Grimes on the new Grimes Fire Station Project.

LOCAL CMA EXPERTS

CM AGENT LIKE A GENERAL CONTRACTOR

Even though we will act on your behalf in a CMA delivery approach, we will manage the project through the eyes of a successful Iowa general contractor. This makes us stronger at delivering projects in a CMA environment as we understand what it takes to be a builder, not just a manager of prime contractors. This unique approach prevents issues in the field and achieves proactive solutions.

On the work we deliver as a general contractor, we self-perform carpentry and concrete scopes of work with a workforce of more than 150-250 hourly employees. We understand what it takes to successfully schedule and sequence a project so it flows efficiently and smoothly among trades. You can rely on our team to assist the prime contractors in coordinating their work with others and helping them solve problems proactively.

By choosing The Weitz Company, you get the best of both worlds: A company very familiar with the CMA delivery and a general contractor, trusted by local prime contractors, to lead your project in a manner our owners have come to expect.

EXTENSIVE CMA EXPERIENCE

As shown in the list on the following page, Weitz has a long track record of delivering CMA projects for public entities within the state of Iowa. **In total, we have completed over 30 CMA projects in the state of Iowa.** These projects are a variety of project types which include K-12 education, higher education, libraries, transit facilities, and event centers.

CMA EXPERTS FOR PUBLIC ENTITIES IN THE STATE OF IOWA

PROJECT	SIZE	VALUE
Bridge View Events Center	112,000 SF	\$20 M
Des Moines Animal Control Facility	21,900 SF	\$10 M
Des Moines Public Library - Central Branch	145,500 SF	\$29 M
Des Moines Public Library - East Branch	14,900 SF	\$2.9 M
Des Moines Public Library - Forest Branch	12,349 SF	\$1.4 M
Des Moines Public Library - North Branch	9,111 SF	\$0.80 M
Des Moines Public Library - Southside Branch	12,570 SF	\$0.78 M
City of Grimes Public Library	22,260 SF	\$12 M
City of Grimes Fire Station	Under Development	
Hy-Vee Hall	250,000 SF	\$77 M
Iowa State University Bessey Hall Addition	63,425 SF	\$19.8 M
Iowa State University Football Training Facility	63,000 SF	\$14.25 M
Iowa State University Jack Trice East Renovation	18,480 SF	\$11 M
Iowa State University Jack Trice Renovation Phase I	37,470 SF	\$13 M
Iowa State University Agricultural & Biosystems Engineering	190,000 SF	\$51.7 M
Iowa State University Howe Hall	180,000 SF	\$25.30 M
Iowa State University Jack Trice Stadium South End Zone Renovation	438,000 SF	\$40 M
Johnston Public Library	32,468 SF	\$4.9 M
MetroLINK Transit Maintenance Facility	145,000 SF	\$34 M
Southeast Polk Community School District 6-7 Middle School	210,000 SF	\$57 M
Southeast Polk Community School District Willowbrook Elementary	65,000 SF	\$2.6 M
Southeast Polk Community School District Junior High Conversion	205,000 SF	\$20 M
Wells Fargo Arena	428,700 SF	\$140 M
West Central Valley Community School District Athletic Facilities	NA	\$6 M
West Des Moines Community Schools Clive Elementary Renovation & Addition	68,000 SF	\$6.2 M
West Des Moines Community Schools Crestview Elementary Renovation & Additions	63,000 SF	\$5.5 M
West Des Moines Community Schools Elementary School Building	84,000 SF	\$12.5 M
West Des Moines Community Schools Fairmeadows Elementary Reno & Addition	51,435 SF	\$4 M
West Des Moines Community Schools Indian Hills Junior High Renovation	80,000 SF	\$4.8 M
West Des Moines Community Schools Stilwell Junior High Phase II	MEP SF	\$1.3 M
West Des Moines Community Schools Stilwell Junior High Phase III	110,000 SF	\$4.1 M
West Des Moines Community Schools Stilwell Junior High Renovation & Addition	28,112 SF	\$2.8 M
West Des Moines Community Schools Valley High School Football Stadium	14,000 SF	\$7.5 M
West Des Moines Community Schools Valley High School Phase I	344,213 SF	\$33.6 M
West Des Moines Community Schools Walnut Creek Campus	41,000 SF	\$5.3 M
West Des Moines Community Schools Western Hills Elementary Reno & Addition	74,800 SF	\$5.1 M

A photograph of a modern library interior. In the foreground, a round wooden table with black legs is surrounded by black plastic chairs with light-colored wooden legs. The floor is covered in a grey and black patterned carpet. In the background, a large glass wall reveals a staircase and bookshelves. The ceiling is a grid of white tiles with a long, illuminated light fixture. A semi-transparent white box containing the section title is overlaid on the upper part of the image.

Section 03 // Project Approach

APPROACH TO PROJECT COMMUNICATION

Our job is first, and foremost, about our customers. Keeping our customers at the forefront helps us determine what project success really looks like, long before the first piece of construction equipment arrives on the jobsite. This goes beyond cost, schedule and quality. It's about relationships, innovation, efficiency, empowerment, learning, and most importantly communication. We work with our clients to uncover their expectations to reveal other pressures, challenges and concerns that face them in the process of building their project. Then, we respond by communicating with everyone involved with the project on a daily basis to ensure we are doing everything we can to achieve each goal.

All in all, we pride ourselves on being 100% open book. We know effective communication is a pillar of a successful project, and we value our ability to over-communicate along the way.

COST CONTROL DURING CONSTRUCTION

Our cost control process is 100% open book. As part of our standard process, our project teams will review cost management and change management on a weekly basis. These weekly reports help create our monthly project status reports which are reviewed at all levels of our business unit. The reports allow us to accurately and predictably forecast all costs for the remainder of the job. This information is communicated to all project stakeholders throughout the entire process.

Also, during the course of the project, we will track overall cost savings so our client can decide to add value to the project if they wish. By choosing Weitz, you are assured of teaming with a partner who operates in an open book environment. All of our costs are exposed, and the team uses our subcontractor and supplier relationship to make certain you receive the best value for your project.

SCHEDULING

Weitz uses Lean Construction fundamentals on every project. Lean Construction is a process to design production systems to minimize waste of materials, time and effort in order to generate the maximum possible amount of value. Outlined below is the schedule management plan/process we will implement on your project



PULL PLANNING SESSIONS

Pull planning involves all the members of the project team, including: The Weitz Company, City of Grimes, Sidekick Development, designers and design consultants, prime contractors, suppliers, etc., providing input to create the project schedule.



6-WEEK LOOK-AHEAD

A 6-Week Look-Ahead (Make Work Ready Plan) is a filter of the master schedule that is created in a Pull Session. The 6-Week Look-Ahead presents the activities that will be taking place in the next six weeks and ensures reliable promises have been made. The 6-Week Look-Ahead is reviewed weekly by the project team at staff meetings.



WEEKLY WORK PLANS

The Weekly Work Plan (WWP) is a tool used to pre-plan and coordinate the needed commitments, activities, manpower, equipment and materials required to accomplish the current scope of work scheduled on the 6-Week Look Ahead Schedule in the safest and highest quality manner possible. By breaking down activities with multiple day durations into the appropriate batch size, the plan required to accomplish the activity can be easily recognized and communicated to all team members, or responsible individuals.



DAILY STAND-UPS

Stand-up meetings will be held outside of The Weitz Company's construction site trailer and are intended to provide a daily opportunity to allow and to encourage communication between all team members and responsible individuals, on project needs related to Safety.

BIDDING STRATEGY & BID PHASE ADMINISTRATION

Today's robust construction market is seeking qualified prime contractors. Contractors will be targeted and consulted on an ongoing basis as the documents progress to keep them informed on the project scope, schedule, and complexity. We have had great success over the last half-decade working with contractors to ensure they know everything they need to in order to submit a qualified responsible bid. Examples of participation strategies can be found below.



SAVE THE DATE

Potential Contractors are kept "in the loop" by identifying the probable bid date so they can keep their calendars open. If contractors know in advance, the likelihood of bidding increases dramatically.



BID PACKAGE REVIEW

Communicating bid package scope helps to ensure that the scope matches the most attractive package amongst competing Contractors. Contractors generally will not bid work scope that they are not comfortable with.



UNDERSTANDING COMMUNICATION

Searching for the right time to bid is more critical than ever. Competing projects can dramatically change the pool of interested contractors need to be actively managed. It is our job to know what other projects are out there and when they hit the market.

ON-SITE SUPERVISION

The Weitz Company's on-site supervision for the Grimes Administration Facility Project will be indistinguishable from our approach to lump sum contract projects. Our Superintendent will be on site every day focused on safety, schedule, quality, and ensuring the goals for the project are being met every day. Likewise, we will have our Project Engineer on site every day to assist with schedule, quality, budget, and overall site coordination. Our Project Manager will be on site several days a week as well, this team truly will provide the City of Grimes with the confidence and assurance that everything is going as planned.

CHANGE ORDER PROCEDURES/NEGOTIATIONS

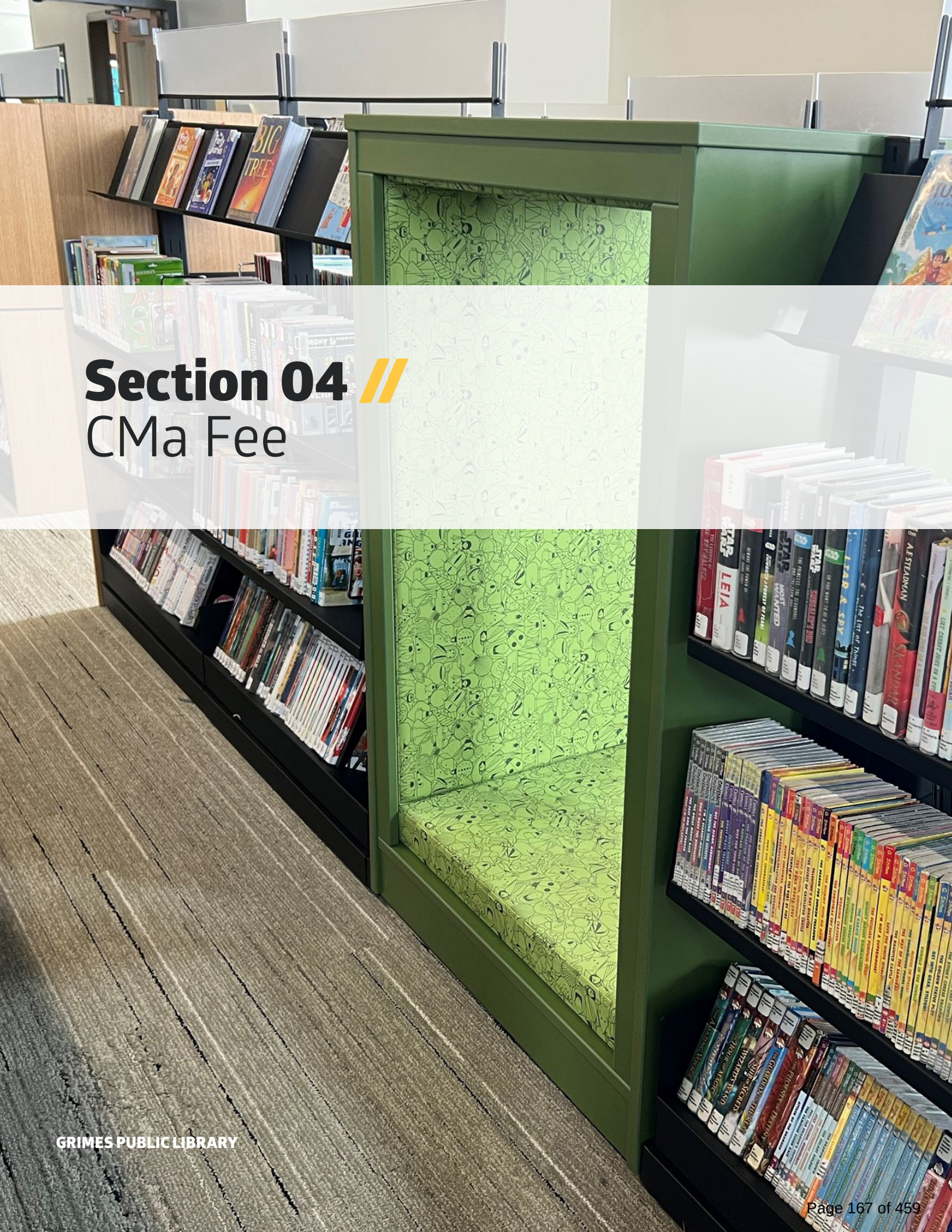
Scope changes can and do occur on most projects. Weitz works hard from project start to finish to manage the change process. It starts during the bidding stage, where Weitz makes it our priority to communicate scope to all subcontractors and supplier bidders, along with another scope check prior to subcontract award. This process minimizes scope-gap change order requests from subcontractors. Therefore, the majority of change requests will likely originate from the Owner and the Architect as the Project Team attempts to fine-tune certain aspects of this project during construction. Our ultimate goal is to eliminate all change orders, but if they occur, we will use our industry knowledge to ensure that the subcontractors are not overcharging for changes during construction, and provide a full backup of every dollar spent with subcontractor and suppliers invoices and quotes. You can rely on Weitz to track potential change orders once the budget is established.

FINAL START-UP, TESTING & OCCUPANCY

Weitz takes a very active role in all final start up, testing, and occupancy activities. Starting with several pre-planning checklists (Building Pre-Energization Plan for example), Weitz ensures all installations are complete and accurate when systems are initially turned on. Weitz will lead weekly meetings to review all testing and balancing and commissioning items and progress prior to owner move in to confirm building systems are operational and functioning properly.

We will also take an active role in owner occupancy. Starting several months prior to owner move-in, we will facilitate an owner move-in pull plan to accurately schedule and coordinate all owner move in activities. This ranges from final equipment delivery and install to IT systems being hooked up. This is part of our standard process and truly allows the owner to have a smooth move in process.

Weitz takes pride in being able to provide value to our clients. By taking a true "hands-on" approach to start up, testing, and occupancy, we allow our clients the comfort and confidence for a complete and successful building turnover.



Section 04 //

CMa Fee



CMA FEE

The Weitz Company values our relationship with the City of Grimes and looks forward to partnering together on another project for the community. Please see below for our proposed preconstruction and construction fee.

A. Preconstruction Fee — We propose a lump sum Preconstruction Fee of \$85,000.

B. Construction Fee — We propose a Construction Fee of three point five percent (3.5%) of the total cost of construction.



GRIMES PUBLIC LIBRARY



Mike Tousley

Executive Vice President & General Manager

THE WEITZ COMPANY

611 5th Ave, Suite 300,
Des Moines, IA 50309

E: mike.tousley@weitz.com

P: 515.246.4752

/// **BUILD A BETTER WAY.™**

DRAFT AIA® Document A232® – 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

«Grimes Administration Facility »
«Grimes, IA »

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

«The Weitz Company, LLC »« »
«611 5th Ave, Suite 300
Des Moines, IA 50309 »

THE OWNER:

(Name, legal status, and address)

«City of Grimes »« »
«101 NE Harvey Street
Grimes, IA 50111 »

THE ARCHITECT:

(Name, legal status, and address)

« »« »
«»

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building

Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent

for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require

additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed

in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with

information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is

attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract

Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste

materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information,

and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the

Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final

Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the

Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing

the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds

from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager,

Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the

other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be

initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor, Construction Manager and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting

data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the

other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: Approving Professional Services Agreement - Grimes Public Administration Building Owners Representative Services - Sidekick Development

BACKGROUND: The City Council has directed staff to prepare for the design and construction of a new public administration building. In prior projects of this scale and complexity, the City of Grimes has hired an owner's representative to assist the construction of the project. Staff met with Sidekick Development owner, Angie Pfannkuch, and have negotiated the terms of the agreement. Angie has significant experience in the public sector, completing similar projects such as the Clive Public Safety Building, and Altoona City Hall/Police Station. Angie was also part of the owner's representative team on the Grimes Public Library, and is the current owner's representative on the Grimes Public Safety Center.

BUDGETARY CONSIDERATIONS: 2.0% of construction project cost.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

*Great Place to Live/Expanded Quality of Life Amenities ☐

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alex Pfaltzgraff, Development Services Director, 515-986-4050, apfaltzgraff@grimesiowa.gov

Prepared by: Alex Pfaltzgraff

Return to: Alex Pfaltzgraff



Consulting Services Agreement – City of Grimes – Administration Building

This Consulting Services Agreement (“Agreement”) is entered into between Sidekick Development (“Consultant”), an independent contractor having its principal place of business at 220 SE 6th, Ste 330, Des Moines, IA 50309 and City of Grimes (“City”), Grimes, IA 50111. Consultant and City may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, City desires to engage Consultant to provide construction monitoring as outlined in the attached Statement(s) of Work; and

WHEREAS, Consultant desires to provide these services as outlined in the attached Statement(s) of Work;

NOW THEREFORE, in consideration of the promises and mutual agreements herein, the receipt and sufficiency of which are hereby acknowledged, City and Consultant agree as follows:

1. Statement of Work: The services to be offered are described in a Statement of Work attached to this Agreement and any additional Statements of Work referencing this Agreement, signed and executed by both Parties. In the event of conflict between any Statement of Work and this Agreement, the Agreement shall be controlling. Consultant will undertake and provide services in accordance to standards acceptable to City.
2. Independent Contractor: The Parties recognize and agree that Consultant will act as an independent contractor and will have sole responsibility for income taxes, social security taxes, and worker’s compensation or disability benefits. Nothing in this Agreement shall create an employee-employer relationship or change the preexisting legal status of either Party.
3. Power to Act on Behalf of City: Consultant will have no authority to create any obligation, express or implied, or make any representation on behalf of City except as expressly authorized from time to time by City.
4. Warranty: Consultant warrants that Consultant will perform the required services in a commercially reasonable manner, pursuant to City’s direction and specification.

5. Invoices/Payment: City shall pay Consultant for Consultant's undisputed services as set forth in the applicable Statement of Work, on a monthly basis for undisputed time worked.
6. Compliance with Laws and Regulations: Consultant agrees that it shall comply with all applicable state and federal laws and regulations, including those that provide for the protection of health, financial or personal information.
7. Compliance with City Policies and Procedures: Consultant agrees it to comply at all times with all applicable City policies, procedures, and ethical standards.
8. Work Product Rights/Access: Consultant agrees that it acquires no title or rights to confidential or proprietary information, including any de-identified information created from the confidential or proprietary information. Consultant further agrees to waive any and all rights in the work product (excluding Consultant's proprietary tools and methodologies which shall remain the sole property of Consultant) delivered pursuant to this Agreement. If City requests Consultant to perform work on software, City represents and warrants that it has the right to do so and agrees to protect, defend, hold harmless, and indemnify Consultant from all infringement claims and resulting damages but only to the extent that Consultant's work on that software was within the scope of the Statement of Work and this Agreement.
9. Conflict of Interest: During the term of this Agreement, Consultant shall promptly disclose to City any actual or apparent conflicts of interest that may arise through the work of Consultant or any of Consultant's employees or independent contractors. In the instance where a conflict of interest is disclosed, City and Consultant shall use good faith efforts to resolve the conflict. At the time the conflict is disclosed and until the conflict is resolved, Consultant shall cease all work under and Statements of Work, unless City directs otherwise. If resolution cannot be reached, City may, in its sole discretion, immediately terminate the Agreement, notwithstanding other termination provisions herein. If it is revealed that an actual conflict of interest occurred that was not promptly disclosed to City, Consultant shall fully refund any compensation paid by City to Consultant during the period in which the conflict existed, regardless of whether City suffered any actual harm as a result of the conflict.
10. Term and Termination: This Agreement shall remain in effect until March 1, 2027 but may be extended by mutual written consent of both parties. Either Party may terminate this Agreement or an assignment hereunder upon thirty (30) days written notice to the other Party without cause, reason or penalty. Only costs incurred to date would be paid.
11. RESERVED
12. Indemnification: Consultant shall defend, indemnify and hold City harmless from and against any and all actions, claims, damages, expenses, losses, or liability,



including reasonable attorney's fees, court costs and all other costs or expenses of litigation or enforcement suffered or incurred as a result of any breach of this Agreement or Statement of Work by, gross negligence or willful misconduct of Consultant, its agents, employees, directors or officers.

14. Counterparts

This Agreement may be executed in any number of counterparts, all of which shall constitute a single agreement, and any party thereto may execute this Agreement by signing any such counterpart. Faxed, scanned or photocopied signatures shall be deemed equivalent to original signatures for purposes hereof

15. Disputes: In the event of any dispute arising out of or relating to the engagement of Consultant by City, the Parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in Des Moines, Iowa. The arbitrator shall be agreed upon by the Parties, or, if the Parties cannot agree within 30 (thirty) days, before an arbitrator selected by the AAA. Any arbitration decision shall be final. The arbitrators shall have no power or authority to award punitive or exemplary damages, attorney fees or costs. Any arbitration shall be confidential, and except as required by law, neither Party may disclose the content or results of any arbitration hereunder without the prior written consent of the other Party, except that disclosure is permitted to a Party's auditor and legal advisors.

16. Limitations of Disputes: No dispute arising out of the transactions under this Agreement may be brought by either Party more than one (1) year after termination of the Statement of Work that is the subject of the dispute.

17. Choice of Law: This Agreement shall be governed and interpreted in accordance with the laws of the State of Iowa.

18. Binding Nature of Assignment: This Agreement shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other. Consultant may not subcontract for any services to be performed under any Statement of Work without the prior written approval of City.

19. Waiver: Failure of either Party to enforce any of the provisions of this Agreement, to enforce any rights with respect thereto, or to exercise any election provided herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement.



20. Severability: If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement.

21. Notices: Whenever under this Agreement one Party is required to give notice to the other, such notice shall be deemed given if mailed by First Class United States mail, postage prepaid, and addressed as follows:

Sidekick Development
220 SE 6th Street Ste 330
Des Moines, IA 50309

City of Grimes
200 S James Street
Grimes, IA 50111

Either Party may at any time change its address for notification purposes by mailing a notice to the other party stating the change and setting forth the new address.

22. Article Headings: The article headings used are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

23. Force Majeure: Consultant shall be excused from performance under this Agreement for any period Consultant is prevented from performing any services pursuant hereto, in whole or in part, as a result of an Act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control.

24. Entire Agreement: This Agreement consists of this document and all Statements of Work attached hereto, as well as the Confidentiality and Non-disclosure Agreement and the BACA that may be incorporated herein, and makes up the entire Agreement between the Parties. There are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced. This Agreement supersedes any prior agreements, understandings, restrictions, prohibitions and /or limitations between the Parties whether written or oral and they affirm by their signatures below that this is their definitive understanding unless modified in writing by them.

IN WITNESS WHEREOF, Consultant and City have caused this Agreement and all applicable parts, to be signed and delivered by their duly authorized representatives, as of the date set forth below.



CITY OF GRIMES

By: _____

Name: _____

Title: _____

Date: _____

SIDEKICK DEVELOPMENT

By: _____

Name: Angie Pfannkuch

Title: President

Date: 03/12/2024



STATEMENT OF WORK #1 TO
CONSULTING SERVICES AGREEMENT BETWEEN CITY OF GRIMES
("CITY ") AND SIDEKICK DEVELOPMENT, LLC ("CONSULTANT")

I. STATEMENT OF WORK

This document comprises Statement of Work #1 ("Statement of Work"), effective as of TBD ("Effective Date") under the Consulting Services Agreement (the "Agreement") made as of March 12, 2024 between Consultant and City.

Project: City of Grimes Administration Building

This Statement of Work establishes the working boundaries for the engagement, subject to the terms and conditions of the Agreement and the Confidentiality and Non-disclosure Agreement entered into by the Parties. This Statement of Work shall incorporate the terms of the Agreement by reference, and is an addendum to, and governed by, the Agreement.

The Parties agree that executing this Statement of Work is necessary to commit the City to compensate Consultant for work referenced herein and to commit Consultant to perform the work according to its written description, for an amount not to exceed the fee provided in the Statement of Work.

II. ENGAGEMENT INFORMATION

- Term/Termination: The Statement of Work shall begin TBD and shall terminate upon completion of the project, unless otherwise agreed to in writing by the Parties. This Statement of Work may be terminated with 30 (thirty) days written notice by either party and for any reason.
- Expenses: No Consultant expenses shall be reimbursed unless they are extraordinary and are pre-approved by City in writing. If pre-approved, reimbursement of expenses will be in accordance with the City's guidelines for reimbursement of expenses for its own employees. These guidelines may be provided to Consultant as deemed appropriate by the City upon Consultant's request.

Fee Structure: Sidekick Development will perform services as provided in this Statement of Work. Billing for services shall be provided monthly based on 2.00% of total project cost (including hard and soft costs), which is approximately \$11,000,000. City shall pay Consultant under the terms provided in the Agreement. The total will be reconciled at completion of the project.

Consultant's services shall be provided by Angie Pfannkuch. Compensation rates for services shall be as follows:

Billing: Consultant shall be paid as follows: Equal monthly payments per month billed over the duration of the project with remaining lump sum total billed at occupancy. (Example 1/24th if the project is 24 months).

Acceptance: Any services, items, and/or deliverables which the Consultant must deliver to City , as noted in the Statement of Work, shall be delivered to the City Administrator. City shall have the right to object to any services, items, and/or deliverables that do not meet the City 's standards, and at City 's request, Consultant shall re-perform at no additional cost to City .

Change in Scope: If Parties determine a change in scope of the Statement of Work is necessary, Parties shall revise this Statement of Work in an amendment executed by both Parties. Consultant shall not be authorized to do any work and City shall not be obligated to pay any costs unless the revised statement of work has been authorized by City .

City Responsibilities: City shall provide Consultant with reasonable access to information required by Consultant that is necessary to fulfill Consultant's requirements under the Agreement, including reasonable access to administrative services as needed to fulfill Consultant's requirements under the Agreement. City agrees to work with Consultant in good faith to meet project deadlines and goals.

III. SCOPE OF SERVICES

The purpose of this engagement is for the Consultant to provide City with Consultant's experience and expertise as set forth below. Consultant agrees to work with City in good faith to meet project deadlines and goals in providing services in relation to any of the following areas:

Duties will include:

Development/ Pre-Construction

- Manage to the owner's goals
- Interview and select an architecture firm and consultants
- Lead a project team of professional consultants to ensure effective project delivery
- Help review CMA contract and team
- Create & Review proforma
- Help determine scope of project
- Cost/Benefit Review
- Assist owner with construction design decisions
- Review drawings and specifications
- Review project budget and schedule
- Attend weekly design and construction meetings
- Resolve design conflicts
- Consult with city on code issues
- Filter and present owner decision options with solutions



- Review and negotiate contracts
- Bi-weekly meetings with City Staff
- Attend Council Meetings as needed

Construction

- Review monthly pay applications
- Weekly onsite meetings and walk thru's
- Main point of contact for contractor and architect
- Review and respond to Requests For Information (RFI's)
- Review and respond to Architects Supplemental Information (ASI's)
- Help manage Primes/Sub
- Change order management/cost control
- Open communication with the owner
- Bi-weekly meetings with City Staff
- Attend Council meetings as needed
- Report on schedule, budget
- Additional insight as team sees fit
- Oversee punchlist items and completion
- Review project at the 11 month walk to ensure owner items are address
- Ensure O&M's are turned over and all training has taken place



IV. ACKNOWLEDGMENT

The signatures below indicate review and agreement of the terms set forth in this Statement of Work as of the Effective Date. This Statement of Work may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

City of Grimes

By:

Print Name:

Title:

Date:

Sidekick Development

By:

Print Name: Angie Pfannkuch

Title: President

Date: 03/12/2024

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: Resolution Approving Personnel Transactions

BACKGROUND: The resolution authorizes names of individuals and their specific rates of pay to fill positions consistent with job descriptions and salary ranges previously approved and adopted by City Council, in the normal course of the HR Department's business. This resolution also authorizes compensation adjustments for employees who have completed a six-month probationary period with appropriate performance review, consistent with the compensation policy. Finally, this resolution addresses any position creations or adjustments, when necessary.

BUDGETARY CONSIDERATIONS: Any adjustments recommended in this resolution are within existing budgets for the current fiscal year unless stated otherwise.

STRATEGIC PLANNING:

Prioritized: ____ YES ☒ NO

*High-Performing Organization/Exception Professional Services ____

*Great Place to Live/Expanded Quality of Life Amenities ____

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: n/a

STAFF RECOMMENDATION: Staff recommends approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Erik Fisk, Director Human Resources, 515-986-3036, efisk@grimesiowa.gov

Prepared by: Erik Fisk

Return to: Erik Fisk

Grimes Resolution No. 04-4224

WHEREAS, pursuant to duly authorized job description and approved wage ranges by the City Council, Tanner Wheeler at a rate of \$16.50/hour, Traeton Wheeler at a rate of \$16.00/hour, Brandon Meyeraan at a rate of \$16.00/hour, Kendal Bickford at a rate of \$16.00/hour, Jaxson Murphy at a rate of \$15.00/hour, Tanner Reel at a rate of \$15.00/hour, and Zack Sigler at a rate of \$15.00/hour were hired as Public Works - seasonal employees.

WHEREAS, pursuant to duly authorized job description and approved wage ranges by the City Council, Gaige Pickett was hired at a rate of \$22.00/hour as a seven-month Maintenance Worker in Parks and John Santaga was hired at a rate of \$16.00/hour as a Parks - seasonal employee.

WHEREAS, for completing the probationary period and receiving appropriate performance review, Engineering Technician Jose Zamora is entitled to an adjustment of pay to an hourly rate of \$32.9272, effective in the first pay period after the period including April 09, 2024.

WHEREAS, the position of City Clerk has been reclassified, with an emphasis on record management, administrative support to the City Administrator, and capabilities to leverage document management and related technology to streamline all recordkeeping and related functions in City government. The reclassification has resulted in an updated job description, title, and wage range of \$37.94 - \$49.22/hour, all of which are reflected in the attached job description.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, _____.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

City of Grimes Job Description
Council Approval: April 23, 2024

Title: City Clerk

Department/Location: City Administrator's Office/City Hall

FLSA/Pay Status: Hourly

Hourly/Annual Pay: \$37.94 - \$49.22

Reports to: City Administrator

Position Overview:

Under the general supervision of the City Administrator, the City Clerk performs the functions defined under Iowa law and the City's municipal ordinance and is responsible for administrative management of all meetings of the Mayor and City Council, maintains all official documents and records of the City, and serves as the official custodian of City records. The City Clerk also provides essential administrative support to the City Administrator, including managing the scheduling and communication functions of the City Administrator's office.

Essential Functions:

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

Conducts policy and legal research and analyzing laws, regulations, and other legal or regulatory resources to assist preparing reports, policy documents, resolutions, or other municipal communications or records.

Acts as custodian of municipal records, including maintaining records, updating, certifying, codification, public records requests, and other recordkeeping tasks related to legal and regulatory requirements.

Processes City liquor licenses; cigarette, peddler, and transient merchant permits; and pet licenses.

Schedules and attends governmental meetings (including evening City Council meetings); takes votes and records minutes; prepares agendas and supporting meeting materials, including legal posting/publication requirements; prepares and attests to ordinances, resolutions, and minutes of official proceedings; and complies with required certification or publication requirements.

Facilitates risk management policies, including property and casualty insurance, incident reporting, long-term planning, in coordination with Department Directors and other leadership staff.

Provides high-level administrative support and assistance to the City Administrator and/or other assigned leadership staff.

Performs other related duties as assigned.

Periodic duties include: performing statutory functions for City elections, including City office candidates and coordinating with County in municipal elections; maintains current records and provides notifications regarding appointees to Boards and Commissions; manages and oversees census and special census proceedings for the City of Grimes.

Qualifications:

Any combination of education or work experiences that would include or equate to the following: associate's degree in Business, Business Administration, Public Administration, Law and Policy, or related fields, bachelor's degree preferred. Five years or more experience in administering or maintaining complex and multifaceted administrative systems or processes, or experience as an executive assistant, board secretary, paralegal, management or policy analyst, or similar role. Certified Clerk or ability to obtain within 3 years of hire. Public sector experience preferred but not required.

Licenses/Certifications:

Valid Iowa drivers' license.

Skills:

Demonstrated proficiency in Microsoft suite computer software or adequate equivalent aptitude, including word processing, spreadsheets, email, databases and internet research. Ability to take initiative, work independently and provide problem-solving skills to a broad range of City employee, public, and official inquiries related to the City's business.

Knowledge:

Modern office technology including MS Office, Outlook, Forms, Excel, Word and similar, with preference given to demonstrated proficiency in or aptitude in using technology to solve complex problems. Principles and procedures for record keeping, and knowledge of postage machines, calculators, multi-line telephone, photo-copier/printer/scanner.

Working Conditions and Physical Requirements:

Mostly sedentary office work with occasional light work requirements to lift or carry up to 25 pounds.

Ability to speak, hear, and see to share information, receive instructions, and complete tasks using a computer screen and typical office equipment including printers/copiers, telephones and similar, with or without modifications.

Ability to function productively in a standard office environment accessing cabinets, shelving, work areas.

The City of Grimes is an Equal Opportunity Employer. This job description reflects the administration's assignment of essential functions, and nothing herein restricts the administration's right to assign duties and responsibilities to this job at any time. This job description is not a contract for employment.

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: Splashpad access control

BACKGROUND: In the summer of 2023, the City of Grimes established a unified building access control system. This system has been implemented across the three primary City facilities. The system was designed to be able to expand it to other facilities as they are remodeled or added. With the Splashpad ready to be completed and open to the public, the City needs to add this facility to the unified access control system.

BUDGETARY CONSIDERATIONS: The total fee proposed for equipment and installation is estimated at \$18,855. The funding source for this work will come from the current CIP for FY 2023/2024.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

*Great Place to Live/Expanded Quality of Life Amenities ☐

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: None

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rob Fox, IT Director, rfox@grimesiowa.gov

Prepared by: Robert Fox

Return to: Robert Fox

SPASHPAD ACCESS CONTROL AND CAMERAS

Grimes Resolution No. 04-4324

WHEREAS, the City of Grimes (Grimes) needs to expand the existing building access system across a new City of Grimes facility (Splashpad);and,

WHEREAS, the Finance Department's purchasing policy provides for the procurement of goods and/or services from supply schedules established by the State of Iowa Department of Administrative Services (DAS), without conforming to the competitive bidding requirements of the Purchasing Policy; and

WHEREAS, the Salto Unified Access Control System is available to be procured using the State of Iowa (DAS) purchasing contract number 005-20359

WHEREAS, the Salto Unified Access Control system is being purchased and installed by Baker Group, L.L.C. (Gary Bridgewater, CEO, 1600 SE Corporate Woods Drive, Ankeny, IA 50021) in the amount of \$18,855.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, _____.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk



Baker Group
1600 SE Corporate Woods Drive
Ankeny, Iowa 50021-7501
Phone: 515.262.4000
855.262.4000
Fax: 515.266.1025
www.thebakergroup.com

April 11 2024

Rob Fox
City of Grimes

Subject: Splashpad Access Control and Video Cameras

After site and/or document review, we propose the following:

Baker Group will perform the following access control scope:

- Provide and install 5 hardwired doors of access control per walk through of the site.
- Provide and install required request to exit devices and door position switches.
- Provide and install required electric strikes for 4 doors and install one Sergeant panic bar motor on the 5th door.
- Provide and install the required enclosures for control panels.
- Provide and install 24vdc power supplies for access control doors.
- Provide and install all necessary cables.
- Provide all required technician labor to install, commission and test.

Installation Total for above work would be: \$18,855.00

Baker Group will perform the following video security scope:

- Provide and install 1 – 180 3 head camera on the south side.
- Provide and install 2 – 360 4 head pole mount cameras south side parking lot and jungle jim area.
- Provide and install 1 – single sensor bullet camera on the west side..
- Provide and install required licensing.
- Includes all required mounts and cabling.
- Price assumes that there are clean pathways to the pole cameras for us to run CAT6 in the low voltage conduits.
- Price includes surge suppression.
- Cameras will stream back to City of Grimes existing Server/NVR.

Installation Total for above work would be: \$16,360.00

Clarifications:

Card Access System:

- 50 access control cards and 20 Fobs are provided.

IP Video Systems:

- Video retention is estimated at least 30 days. This is only an educated estimate.
- Proper lighting provided by others if applicable. .
- The IP Video System and Access Control systems are separate. There is no integration or Interface between these two systems.

Electrical:

- Installation pricing assumes clear cable pathways.
- Price assumes shortest cable paths available.
- Electrical power for Baker Group systems and equipment will be provided by others.

Servers and Client PC's

- All servers and client PC's provided by others. (We have one provided at Grimesplex.

Networks:

- Active network connection needs to be provided by others to Access Control panels and Network Video Server.
- All network switches, routers or network associated equipment provided by others.
- End User to provide any network racking.

Miscellaneous:

- Pricing assumes that all customer provided equipment is in working order.
- Engineered drawings are not provided in this proposal.
- Overtime Labor not included in this proposal
- Baker Group one-year warranty period will start upon beneficial use of the project.

We appreciate the opportunity to earn your business. Upon your approval, please sign this document and return a copy to my attention. If you have additional questions, please feel free to contact us at your convenience.

Sincerely,

Doug Ruschill

Doug Ruschill
Project Manager
Office: 515.299.4184
Cell: 515.202.6736
E-Mail: Ruschilld@thebakergroup.com

Approved by:

Signature: _____

P.O. #: _____

Name: _____

Title: _____

FIRE, PARKING AND SECURITY PROJECT TERMS AND CONDITIONS

GENERAL

1. This Proposal is valid for a period of 60 days after issuance.
2. Customer shall provide reasonable access to all areas and equipment and will allow Baker Group to service/test equipment as necessary to fulfill the terms of the Proposal. All work will be performed during normal working hours, 7:00 AM to 4:30 PM, Monday through Friday.
3. Customer agrees to pay all invoices within 30 days of invoice. Any balance unpaid for 30 days shall incur a finance charge of 1.50% per month, which is an annual rate of 18%.
4. In addition to any price specified on the face hereof, customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery of any products, services or the work furnished hereunder or for their use by Baker Group on behalf of Customer whether such tax shall be local, state, or federal in nature.
5. Customer agrees that false alarm assessments, taxes, registrations, fees, permit fees, or like charges may be imposed by local government bodies or other organizations who Baker Group or the third party monitoring company is directed to report alarm activity. Customer agrees that any or all of such false alarm fees shall not excuse the performance of customer's obligation under this agreement. In the event that any assessment, tax, fee, fine, or like charge is assessed for false alarms, permits, registrations, failure to meet compliance standards, or any other like charge originating from customer's premises, customer will pay immediately.
6. Customer agrees that Baker Group is not an insurer and that no insurance coverage is offered herein. Payments by customer for system monitoring are designed to reduce certain risks of loss, though there are no guarantees that the system or system monitoring will reduce such risk or that no loss will occur.
7. In the event Baker Group must commence legal action in order to recover any amount payable under this Agreement, customer shall pay Baker Group all court costs and attorney's fees incurred by Baker Group.
6. Any legal action relating to this Proposal, or the breach thereof, shall be commenced within one (1) year from the date of the work.

WARRANTY, LIMITATIONS OF LIABILITY AND INDEMNITIES

1. Baker Group shall perform all work in a careful and workmanlike manner and shall furnish materials of good quality. Baker Group warrants materials only to the extent and for the time period said materials are warranted to Baker Group by the manufacturer(s) of the same for up to one year after beneficial use of the project. Baker Group's liability, if any, upon any warranty, either express or implied, shall be limited to repair or replacement of defective materials and correction of faulty workmanship that is in violation of local, state, or federal building codes at the time of performance of the work by Baker Group. All warranties hereunder shall terminate and expire one (1) year after substantial completion of the work.
2. The warranties provided hereunder are conditional on proper operation and maintenance. If Customer does not perform required fire, security and parking system maintenance per code or per manufacturer's requirements, Baker Group shall not be liable for any malfunctioning components or non-functioning of the system.
3. Adding, removing or making changes to your electrical power distribution system may affect your NFPA 70, 70B or 70E Electrical Arc Flash ratings. Unless specifically stated, our scope does not include creating or updating the code required power study for your facility. Customer acknowledges that signals which are transmitted over telephone lines, air waves, and/or other modes of communication pass through communication networks wholly beyond the control of Baker Group and are not maintained by Baker Group and therefore Baker Group shall not be liable for any equipment failure which prevents transmission signals from reaching the third party monitoring company or monitoring workstation or for any damages arising there from.
4. Baker Group assumes no responsibility and therefore shall not be liable to customer for any loss or damage suffered by customer as a result of burglary, hold-up, fire, smoke, water damage, equipment failure, failure of central station, or municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury or death was caused or contributed to by Baker Group's or the third party monitoring company's negligent performance or failure to perform any obligations.
5. Baker Group assumes no responsibility and therefore shall not be liable to customer for any loss or damage suffered by customer by power surges, vehicles, storms, extreme heat or cold weather conditions beyond equipment specifications, operator functions/errors, turning equipment on and off, foreign objects inside parking equipment, improper preventative maintenance or cleaning on parking equipment, light bulbs, broken gate arms, credit card acceptance problems relating to (or data recovery resulting from) clearinghouse and/or credit card circuit issues. In addition, theft by others, of any part of a parking revenue control system, including monetary value, shall not be the responsibility of Baker Group.
6. Baker Group shall not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, terrorism, war, act of God, or any other cause beyond Baker Group's reasonable control.
7. In no event, whether as a result of a claim of breach of contract, breach of warranty, negligence, or otherwise, shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages arising out of or relating to this Proposal, including but not limited to, loss of profit or revenues, loss of use of any products, machinery, systems or equipment, damage to associated products, machinery, systems, or equipment, cost of capital, cost of substitute products, machinery, systems, equipment, facilities, services or replacement power, down time costs, PCI DSS compliance fines, or claims of customer's clients for such damages.
8. In no event shall Baker Group's liability to customer for claims arising from this Proposal or work performed hereunder, whether sounding in warranty, contract, tort or otherwise, exceed the price paid under this Proposal.
9. THE WARRANTIES, GUARANTEES AND REMEDIES SET OUT IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES AND REMEDIES, EXPRESS OR IMPLIED, AND BAKER GROUP HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, GUARANTEES AND REMEDIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF WORKMANSHIP, QUALITY, OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: Splashpad security cameras

BACKGROUND: The City of Grimes has established a unified security camera platform. All security camera systems are being consolidated into this new single platform. The GrimesPlex was the first new facility to be added to the unified platform. The platform was designed to be able to add new or remodeled facilities. With the addition of the Splashpad facility, they will be added to this platform.

BUDGETARY CONSIDERATIONS: The total fee proposed for equipment and installation is estimated at \$16,360. The funding source for this work will come from the current CIP for FY 2023/2024.

STRATEGIC PLANNING:

Prioritized: ☒X YES ☐NO

*High-Performing Organization/Exception Professional Services ☒X

*Great Place to Live/Expanded Quality of Life Amenities ☐

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: None

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rob Fox, IT Director, rfox@grimesiowa.gov

Prepared by: Robert Fox

Return to: Robert Fox



Baker Group
1600 SE Corporate Woods Drive
Ankeny, Iowa 50021-7501
Phone: 515.262.4000
855.262.4000
Fax: 515.266.1025
www.thebakergroup.com

April 11 2024

Rob Fox
City of Grimes

Subject: Splashpad Access Control and Video Cameras

After site and/or document review, we propose the following:

Baker Group will perform the following access control scope:

- Provide and install 5 hardwired doors of access control per walk through of the site.
- Provide and install required request to exit devices and door position switches.
- Provide and install required electric strikes for 4 doors and install one Sergeant panic bar motor on the 5th door.
- Provide and install the required enclosures for control panels.
- Provide and install 24vdc power supplies for access control doors.
- Provide and install all necessary cables.
- Provide all required technician labor to install, commission and test.

Installation Total for above work would be: \$18,855.00

Baker Group will perform the following video security scope:

- Provide and install 1 – 180 3 head camera on the south side.
- Provide and install 2 – 360 4 head pole mount cameras south side parking lot and jungle jim area.
- Provide and install 1 – single sensor bullet camera on the west side..
- Provide and install required licensing.
- Includes all required mounts and cabling.
- Price assumes that there are clean pathways to the pole cameras for us to run CAT6 in the low voltage conduits.
- Price includes surge suppression.
- Cameras will stream back to City of Grimes existing Server/NVR.

Installation Total for above work would be: \$16,360.00

Clarifications:

Card Access System:

- 50 access control cards and 20 Fobs are provided.

IP Video Systems:

- Video retention is estimated at least 30 days. This is only an educated estimate.
- Proper lighting provided by others if applicable. .
- The IP Video System and Access Control systems are separate. There is no integration or Interface between these two systems.

Electrical:

- Installation pricing assumes clear cable pathways.
- Price assumes shortest cable paths available.
- Electrical power for Baker Group systems and equipment will be provided by others.

Servers and Client PC's

- All servers and client PC's provided by others. (We have one provided at Grimesplex.

Networks:

- Active network connection needs to be provided by others to Access Control panels and Network Video Server.
- All network switches, routers or network associated equipment provided by others.
- End User to provide any network racking.

Miscellaneous:

- Pricing assumes that all customer provided equipment is in working order.
- Engineered drawings are not provided in this proposal.
- Overtime Labor not included in this proposal
- Baker Group one-year warranty period will start upon beneficial use of the project.

We appreciate the opportunity to earn your business. Upon your approval, please sign this document and return a copy to my attention. If you have additional questions, please feel free to contact us at your convenience.

Sincerely,

Doug Ruschill

Doug Ruschill
Project Manager
Office: 515.299.4184
Cell: 515.202.6736
E-Mail: Ruschilld@thebakergroup.com

Approved by:

Signature: _____

P.O. #: _____

Name: _____

Title: _____

FIRE, PARKING AND SECURITY PROJECT TERMS AND CONDITIONS

GENERAL

1. This Proposal is valid for a period of 60 days after issuance.
2. Customer shall provide reasonable access to all areas and equipment and will allow Baker Group to service/test equipment as necessary to fulfill the terms of the Proposal. All work will be performed during normal working hours, 7:00 AM to 4:30 PM, Monday through Friday.
3. Customer agrees to pay all invoices within 30 days of invoice. Any balance unpaid for 30 days shall incur a finance charge of 1.50% per month, which is an annual rate of 18%.
4. In addition to any price specified on the face hereof, customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery of any products, services or the work furnished hereunder or for their use by Baker Group on behalf of Customer whether such tax shall be local, state, or federal in nature.
5. Customer agrees that false alarm assessments, taxes, registrations, fees, permit fees, or like charges may be imposed by local government bodies or other organizations who Baker Group or the third party monitoring company is directed to report alarm activity. Customer agrees that any or all of such false alarm fees shall not excuse the performance of customer's obligation under this agreement. In the event that any assessment, tax, fee, fine, or like charge is assessed for false alarms, permits, registrations, failure to meet compliance standards, or any other like charge originating from customer's premises, customer will pay immediately.
6. Customer agrees that Baker Group is not an insurer and that no insurance coverage is offered herein. Payments by customer for system monitoring are designed to reduce certain risks of loss, though there are no guarantees that the system or system monitoring will reduce such risk or that no loss will occur.
7. In the event Baker Group must commence legal action in order to recover any amount payable under this Agreement, customer shall pay Baker Group all court costs and attorney's fees incurred by Baker Group.
6. Any legal action relating to this Proposal, or the breach thereof, shall be commenced within one (1) year from the date of the work.

WARRANTY, LIMITATIONS OF LIABILITY AND INDEMNITIES

1. Baker Group shall perform all work in a careful and workmanlike manner and shall furnish materials of good quality. Baker Group warrants materials only to the extent and for the time period said materials are warranted to Baker Group by the manufacturer(s) of the same for up to one year after beneficial use of the project. Baker Group's liability, if any, upon any warranty, either express or implied, shall be limited to repair or replacement of defective materials and correction of faulty workmanship that is in violation of local, state, or federal building codes at the time of performance of the work by Baker Group. All warranties hereunder shall terminate and expire one (1) year after substantial completion of the work.
2. The warranties provided hereunder are conditional on proper operation and maintenance. If Customer does not perform required fire, security and parking system maintenance per code or per manufacturer's requirements, Baker Group shall not be liable for any malfunctioning components or non-functioning of the system.
3. Adding, removing or making changes to your electrical power distribution system may affect your NFPA 70, 70B or 70E Electrical Arc Flash ratings. Unless specifically stated, our scope does not include creating or updating the code required power study for your facility. Customer acknowledges that signals which are transmitted over telephone lines, air waves, and/or other modes of communication pass through communication networks wholly beyond the control of Baker Group and are not maintained by Baker Group and therefore Baker Group shall not be liable for any equipment failure which prevents transmission signals from reaching the third party monitoring company or monitoring workstation or for any damages arising there from.
4. Baker Group assumes no responsibility and therefore shall not be liable to customer for any loss or damage suffered by customer as a result of burglary, hold-up, fire, smoke, water damage, equipment failure, failure of central station, or municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury or death was caused or contributed to by Baker Group's or the third party monitoring company's negligent performance or failure to perform any obligations.
5. Baker Group assumes no responsibility and therefore shall not be liable to customer for any loss or damage suffered by customer by power surges, vehicles, storms, extreme heat or cold weather conditions beyond equipment specifications, operator functions/errors, turning equipment on and off, foreign objects inside parking equipment, improper preventative maintenance or cleaning on parking equipment, light bulbs, broken gate arms, credit card acceptance problems relating to (or data recovery resulting from) clearinghouse and/or credit card circuit issues. In addition, theft by others, of any part of a parking revenue control system, including monetary value, shall not be the responsibility of Baker Group.
6. Baker Group shall not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, terrorism, war, act of God, or any other cause beyond Baker Group's reasonable control.
7. In no event, whether as a result of a claim of breach of contract, breach of warranty, negligence, or otherwise, shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages arising out of or relating to this Proposal, including but not limited to, loss of profit or revenues, loss of use of any products, machinery, systems or equipment, damage to associated products, machinery, systems, or equipment, cost of capital, cost of substitute products, machinery, systems, equipment, facilities, services or replacement power, down time costs, PCI DSS compliance fines, or claims of customer's clients for such damages.
8. In no event shall Baker Group's liability to customer for claims arising from this Proposal or work performed hereunder, whether sounding in warranty, contract, tort or otherwise, exceed the price paid under this Proposal.
9. THE WARRANTIES, GUARANTEES AND REMEDIES SET OUT IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES AND REMEDIES, EXPRESS OR IMPLIED, AND BAKER GROUP HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, GUARANTEES AND REMEDIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF WORKMANSHIP, QUALITY, OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: Resolution Approving Fiscal Year 2023-2024 Spring Transfers

BACKGROUND: Council approved the FY 2023-2024 budget, which did include transfers between funds. This resolution provides for transfers from enterprise funds for debt payments, funding for the Equipment Replacement Program (ERP), and various capital projects. We will transfer funds from the general fund to solid waste, the library second 1/2 year funding, and fire/ambulance reserves to the ERP. Tax Increment Finance (TIF) dollars will be transferred to the general fund for the admin support program and the debt service fund for the TIF portion of debt payments. Local option sales & service fund dollars will be transferred to the T & A fund for tax reduction, the amphitheater project, debt payment on the 2021B bond, and to the trail improvement project. The Road Use Tax (RUT) fund will transfer monies to street and signal projects, and we have various transfers between capital projects for close-outs. Staff will plan for one additional transfer at year-end.

BUDGETARY CONSIDERATIONS: Total transfer amount \$17,182,611.11- Exhibit A attached

STRATEGIC PLANNING:

Prioritized: X YES ☐ NO

*High-Performing Organization/Exception Professional Services ☐

*Great Place to Live/Expanded Quality of Life Amenities X

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: Council approved the FY24 budget on March 28, 2023, and the first ½ year transfers on December 12, 2023.

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Marcia Woodke

Return to: Marcia Woodke

RESOLUTION 04-4524 APPROVING FISCAL YEAR 2023-2024 SPRING TRANSFERS

Grimes Resolution No. 04-4524

WHEREAS, the City Council did approve the fiscal year 2023-2024 budget; and

WHEREAS, the fiscal year 2023-2024 budget did include transfers between funds; and

WHEREAS, the City Finance Director recommends the attached fiscal year 2023-2024 transfers between funds for debt payments, library funding, capital projects, equipment funding, and tax reduction;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the City Finance Director is directed to make the listed transfers.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

Exhibit A
Spring Transfers FY24

From/Out	To/In	Amount	
110-910-6910	371-910-4830	\$ 500,000.00	Transfer out of Road Use Tax and into project #371
110-910-6910	340-910-4830	\$ 225,000.00	Transfer from Road Use Tax into project #340
110-910-6910	355-910-4830	\$ 50,000.00	Transfer in from Road Use Tax into project #355
125-910-6911	001-910-4831	\$ 493,385.00	Transfer from TIF to General for TIF Admin Support payment
125-910-6911	200-910-4831	\$ 2,643,471.00	Transfer for TIF to debt service for bond payments
170-910-6910	399-910-4830	\$ 34,239.98	Transfer Fire reserve funds into ERP
370-910-6910	367-910-4830	\$ 300,000.00	Transfer to project #367
121-910-6910	001-910-4830	\$ 1,222,752.00	Transfer from Local Option to General-Tax reduction
358-910-6910	377-910-4830	\$ 40,221.49	Move to #377 to close project
001-910-6910	112-910-4830	\$ 1,322,239.00	Transfer from General to Employee Benefits
001-910-6910	002-910-4830	\$ 541,950.00	Transfer to Library Fund- second 1/2 operating funds
349-910-6910	369-910-4830	\$ 1,663.25	Project complete- transfer funds to project #369
121-910-6910	309-910-4830	\$ 350,000.00	Transfer from Local Option to Ampitheater project #309
365-910-6910	309-910-4830	\$ 1,036,760.50	Transfer to park project #309 account
121-910-6910	200-910-4830	\$ 256,750.00	Transfer out of Local Option for 2021B debt payment
121-910-6910	358-910-4830	\$ 300,000.00	Transfer from Local Option to #358 Trail Imp
600-910-6910	602-910-4830	\$ 2,118,438.00	Transfer out of Water to Sinking Fund for Debt
610-910-6910	611-910-4830	\$ 1,096,000.00	Transfer out of Sewer to Sinking Fund for Debt
600-910-6910	374-910-4830	\$ 3,300,000.00	Transfer from Water to #374 projects
347-910-6910	309-910-4830	\$ 5,444.39	Move excess project funds to project #309
346-910-6910	377-910-4830	\$ 5,000.00	Move excess project funds to project #377
740-910-6910	399-910-4830	\$ 184,183.00	Transfer from Storm Water to ERP
369-910-6910	336-910-4830	\$ 1,957.50	Transfer from #369 to close out SE 11th RR & James
001-910-6910	670-910-4830	\$ 162,701.00	Transfer from General to Solid Waste
334-910-6910	367-910-4830	\$ 82,862.55	Project complete transfer cash to project #367
610-910-6910	399-910-6910	\$ 100,000.00	Sewer Fund to ERP
600-910-6910	399-910-4830	\$ 34,310.00	Transfer from Water Fund to ERP
600-910-6910	360-910-4830	\$ 70,280.00	Transfer from Water to close out water main project
315-910-6910	331-910-4830	\$ 4,808.51	Project complete move funds to project #331
600-910-6910	602-910-4830	\$ 63,156.00	Transfer to sinking fund for additional water loan payment
001-910-6910	399-910-4830	\$ 78,304.09	Transfer Fire Reserves to ERP for 28E equipment purchase
001-910-6910	399-910-4830	\$ 16,218.47	Transfer Ambulance Reserves to ERP for 28E equipment purchase
302-910-6910	367-910-4830	\$ 3,020.07	Move excess project funds to project #367
304-910-6910	367-910-4830	\$ 150,318.53	Move excess project funds to project #367
307-910-6910	367-910-4830	\$ 110,418.26	Move excess project funds to project #367
740-910-6910	367-910-4830	\$ 153,319.80	Transfer from Storm Water Fund to project #367
356-910-6910	366-910-4830	\$ 75,000.00	Transfer from Pavement project to Jacob St Overlay
740-910-6910	366-910-4830	\$ 21,680.20	Transfer from Storm Water Fund to Jacob St for storm portions
317-910-6910	367-910-4830	\$ 11,721.80	Project complete move funds to project #367
309-910-6910	319-910-4830	\$ 5,027.47	Transfer from Park project #309 to close out project
320-910-6910	323-910-4830	\$ 7,800.05	Project complete move funds to #323 tower project
600-910-6910	323-910-4830	\$ 1,007.10	Transfer from Water Fund to close out project-complete
600-910-6910	324-910-4830	\$ 1,202.10	Transfer from Water Fund to close out project-complete
TOTAL SPRING FY24 TRANSFERS		\$ 17,182,611.11	

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: Ordinance 787 Amending Grimes Code of Ordinances Title 8 Public Ways and Properties, Title 11 Building Regulations, and Title 13 Subdivision Regulations

BACKGROUND: *Title 8*

Chapter 13-6 Trees, which addresses requirements for trees located in the right-of-way was moved from Title 13 into Title 8. Title 8 addresses regulations for public right-of-way and property so the new location is most appropriate. No other changes were made to the regulations.

Title 11

The City of Grimes is currently on the 2018 Code Cycle with certain local amendments. Staff have evaluated the 2021 Codes and are proposing to adopt said codes with certain local amendments and includes updates to fire sprinkler thresholds. Amendments to the Grimes Rental Code are proposed to provide clarification of requirements. In addition, regulations regarding stormwater management, erosion control and post-construction stormwater management were moved from Title 11 to Title 13.

Title 13

Staff have developed an amendment to the Code of Ordinances Title 13 Subdivision Regulations to reflect current development practices, incorporate the City's supplemental specifications for development design and construction, and coordinate the regulations with the upcoming Master Streets Design Guide, which is expected to be adopted at the same time as this ordinance. The subdivision regulations include requirements for street and utility design and construction, and preliminary and final plat requirements and approval. The stormwater management, erosion control and post-construction stormwater management regulations were moved from Title 11 Building Regulations into Title 13 Subdivision Regulations. Staff felt Title 13 was the most appropriate location for said regulations within the Code of Ordinances. In addition, the addressing and parkland dedication ordinances were rewritten to help the city establish consistent addressing practices and establish an adequate park system for our current and future residents. Finally, a section creating the 19th Street Sewer Connection Fee District was added to establish the required sanitary sewer connection fees for new development connecting to the new sanitary line along 19th Street, generally located between SE Little Beaver and the mid-block point between S James Street and SW County Line Road.

The proposed draft amendments are provided for reference and review.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: Yes

*High-Performing Organization/Exception Professional Services ☒X

*Great Place to Live/Expanded Quality of Life Amenities __X__
*Dynamic Town/Strong Sense of Community ____
*More Beautiful/Vibrant Community __X__

BOARD/COMMISSION ACTIONS: Recommendation of Approval for Chapter 13-4 Community Recreation Areas – Parks and Recreation Board, 03/27/2024

Recommendation of Approval for Title 13 Subdivision Regulations - Planning and Zoning Commission, 04/02/2024

STAFF RECOMMENDATION: Staff recommends approval of Ordinance.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Evann Martin, Assistant Planner, 515-986-4050, emartin@grimesiowa.gov

Prepared by: Evann Martin, Senior Planner
Return to: Evann Martin, Senior Planner

ORDINANCE 787

AN ORDINANCE AMENDING GRIMES CODE OF ORDINANCES TITLE 8 PUBLIC WAYS AND PROPERTIES, TITLE 11 BUILDING REGULATIONS, AND TITLE 13 SUBDIVISION REGULATIONS

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 Title 8 Public Ways and Properties which defines the regulations regarding public right-of-way and property.

SECTION 2. Purpose. The purpose of this Ordinance is to amend Grimes Code of Ordinance Title 11 Building Regulations which defines the requirements for construction of buildings and property maintenance.

SECTION 3. Purpose. The purpose of this Ordinance is to amend Grimes Code of Ordinance Title 13 Subdivision Regulations which defines the requirements for subdividing land and design standards for development.

SECTION 4. Amendment. The Grimes Code of Ordinance Title 8 is amended.

See attached Exhibit A

SECTION 5. Amendment. The Grimes Code of Ordinance Title 11 is amended.

See attached Exhibit B

SECTION 6. Amendment. The Grimes Code of Ordinance Title 13 is amended.

See attached Exhibit C

SECTION 7. 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 8. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 9. 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 10. 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 _____, 2024.

Scott Mikkelsen, Mayor

Jake Anderson, City Clerk

Exhibit A

8-5 Trees

Contents:

- 8-5-1 Definitions
- 8-5-2 Planting Restrictions
- 8-5-3 Street Tree Planting Standards
- 8-5-4 Duty to Trim Trees
- 8-5-5 Trimming Trees to be Supervised
- 8-5-6 Disease Control
- 8-5-7 Inspection and Removal
- 8-5-8 Tree Topping Prohibited
- 8-5-9 Removal of Stumps
- 8-5-10 Arborists License & Bond
- 8-5-11 Review by City Council

8-5-1 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.

8-5-2 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.

8-5-3 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 (4) feet to the sidewalk line or other impervious surface such as the curb and gutter line of the street.
3. A minimum of seven (7) 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 thirty (30) inches in height shall be planted on a corner lot where two (2) streets intersect for a distance of thirty-five (35) feet in any direction from the point of

intersection at the curb line.

5. No street tree shall be planted within fifteen (15) lateral feet of an overhead utility line, five (5) lateral feet from water or sanitary sewer lines, ten (10) feet of a fire hydrant, five (5) feet from a driveway or thirty-five (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
<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 Honey Locust
<i>Gymnocladus dioicus</i>	Kentucky Coffee Tree
<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>Euonymus alatus</i>	Burning Bush

Trees/Shrubs Not Acceptable	
Botanical Name	Common Name
<i>Fraxinus spp.</i>	Ash (all species)
<i>Ligustrum spp.</i>	Privet
<i>Gleditsia triacanthos</i>	Honey Locust
<i>Lonicera spp.</i>	Honeysuckle
<i>Malus spp.</i>	Crabapple (disease prone only)
<i>Morus spp.</i>	Mulberry
<i>Pinus nigra</i>	Austrian Pine
<i>Pinus sylvestris</i>	Scotch Pine
<i>Populus alba</i>	White Poplar
<i>Populus alba 'Pyramidalis'</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>Rhamnus cathartica,</i>	Common Buckthorn
<i>Rhamnus 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 (10) feet of a fire hydrant or thirty-five (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, twenty-five (25) feet; Medium trees, thirty-five (35) feet; and Large trees, forty-five (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 ten (10) lateral feet of any overhead utility wire or over and within five (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.

8-5-4 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])

8-5-5 Trimming Trees to be Supervised

Except as allowed in Section 8-5-4, 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.

8-5-6 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.

8-5-7 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])

8-5-8 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.

8-5-9 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 six to eight (6-8) inches, filled with good soil to grade or slightly above, and seeded to match surrounding vegetation.

8-5-10 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.

8-5-11 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.

Exhibit B

TITLE 11 BUILDING REGULATIONS

Contents:

- 11-1 Purpose
- 11-2 Warning
- 11-3 Property Maintenance Code
- 11-4 Fuel Gas Code
- 11-5 Energy Code
- 11-6 Fire Code
- 11-7 Plumbing Code
- 11-8 Residential Building Code
- 11-9 Mechanical Code
- 11-10 Electrical Code
- 11-11 Building Code
- 11-12 Existing Building Code
- 11-13 Fuel Gas Code

11-1 Purpose

It is the purpose of this title to require architects, builders, contractors, property owners, their agents, and others to meet their responsibilities with respect to proper construction, construction techniques, and premises safety, and to provide for inspection as a means of compelling compliance therewith. It is not the purpose of this title 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 title to create any duty or liability by the city, its officers, agents, or employees, to premises occupants, owners, tenants, or any other person.

11-2 Warning

No person shall place reliance upon this title, any inspections performed, or certificates issued pursuant to this title as indicating the safety of or quality of construction of any particular premises. Neither this title nor inspections made pursuant thereto nor certificates issued are intended to assume the duty of any person to adequately construct, install, and maintain a premises or provide a safe premises or to, in any way, indicate a decrease in the risk associated with the use or occupancy of any premises. A certification that a premise has been inspected pursuant to this title shall not in any way constitute a warranty or guarantee of the safety or quality of that premises.

11-2-1 Interpretation

The foregoing statements of legislative intent shall govern and take precedence over any other language contained in this title.

11-2-2 Indemnification

The applicant for any permit under this title, by making such application, assumes and agrees to pay for all loss or damage to property whatsoever, and injury to or death of any person or persons whomsoever, including all costs and expenses incident thereto, however arising from or in connection with or related to the issuance of such permit or the doing of anything there under, 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 title or any other ordinance of the city; and such applicant, by making such application, forever indemnifies the city, its officers and employees and agrees to save it and them harmless from any and all claims, demands, lawsuits, or liability whatsoever for any loss, damage, injury or death, costs and expenses, by reason of the foregoing even though acts or omissions of the city, its officers or employees may have caused or contributed thereto. The foregoing provisions shall be deemed to be a part of any permit issued under this title whether expressly recited therein or not.

11-3 Property Maintenance Code

Contents:

- 11-3-1 Adoption of International Property Maintenance Code
- 11-3-2 Applicability

11-3-3 Deletions**11-3-4 Amendments, Modifications, Additions, Deletions and Definitions****11-3-5 Residential Rental Program****11-3-1 Adoption of International Property Maintenance Code**

Pursuant to published notice and public hearing as required by law, the 2021 International Property Maintenance Code and Appendix A is hereby adopted in full except for such provisions as may hereinafter be deleted, modified or amended. An official copy of the International Property Maintenance Code, as adopted, and a certified copy of this chapter, can be viewed in the Development Service Department.

11-3-2 Applicability

The 2021 International Property Maintenance Code applies to all properties within the City of Grimes.

11-3-3 Deletions

The following sections are deleted from the International Property Maintenance Code, 2021 Edition, and are of no force or effect in this chapter:

1. Section 103 Department of Property Maintenance.
2. Section 106 Violations.
3. Section 111 Means of Appeal.

11-3-4 Amendments, Modifications, Additions, Deletions and Definitions

The following amendments, modifications, and additions to the International Property Maintenance Code (IPMC) 2021, Edition, are hereby made:

1. Amend Section 101.1 Title, by inserting City of Grimes, Iowa as name of jurisdiction.
3. Amend Section 102.1 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, invalid, or void, this shall not cause any other part or provision of this code to be illegal, invalid, or void.
4. Amend Section 102.11 Applicability by adding the following subsection thereto: Section 102.11 Permits required. No 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. Amend Section 102.3 By deleting "International Zoning Code" and inserting "applicable zoning codes that are adopted by the City of Grimes."
6. Amend Section 103.1. Creation of Agency, by inserting "Development Services Department."
7. Amend Section 105.2, 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.
9. Delete Chapter 108 Board of Appeals - Replace with: City Ordinance Chapter [3-6](#) Board of Appeals
11. Amend Section 202. General Definitions, by adding the following definitions:

"Agent" means an individual of legal majority who has been designated by the owner as the agent of the owner or manager of the property under the provisions of this chapter.

"Apartment house or multi-family residence" means any building or portion thereof which is designed, rented, leased, hired out to be occupied, or which is occupied as a dwelling or residence of two or more families living independently of each other and doing their own cooking in said building.

"Bed and breakfast" means an owner-occupied dwelling unit that contains more than one guest room where lodging, with or without meals, is provided for compensation.

"Dwelling unit" means a single unit providing complete independent living facilities for a family, including permanent provisions for living, sleeping, eating, cooking, and sanitation. For the purposes of this definition, a bed, day bed, couch, futon, or other similar multipurpose sleeping furniture shall constitute the provisions for sleeping. Similarly, a hotplate, microwave, toaster oven, or similar cooking appliance shall constitute the provisions for cooking.

"Hotel" means one or more buildings containing six or more guest rooms, with such rooms being designed, intended to be used, or are used as temporary or overnight accommodations for guests in which daily services of linen change, central telephone switchboard, towel change, general cleaning, and a registration lobby staffed on a 24 hour daily basis are provided by the management. Access to all rooms shall be provided through one or more common entrance(s). All hotels shall be licensed and inspected by the State of Iowa in accordance with Iowa Code Chapter 137C.

"Hotel, extended stay" means one or more buildings containing six or more guest rooms with the provisions necessary for living, sleeping, eating, cooking, and sanitation, with such guest rooms being designed, intended to be used, or are used as a temporary residence not exceeding six months, which weekly services of linen change, central telephone switchboard, towel change, general cleaning, and a registration lobby staffed on a 24 hour daily basis are provided by the management. Access to all rooms shall be provided through one or more common entrance(s). All extended stay hotels shall be licensed and inspected by the State of Iowa in accordance with Iowa Code Chapter 137C.

"Kitchen" means any room or portion of rooms which are occupied or are intended and designed to be used for cooking and preparation of food, including any room having a sink and provisions for either a gas or electric stove.

In addition to the above definitions, the following criteria shall be utilized to determine if the intent of a single family dwelling unit has been met:

There shall not be more than one kitchen for each single family zoned property address with the following exception: additional sinks, wet-bars, or kitchen areas will not be considered an additional kitchen provided walls, floors, and locking doors, as specified below, do not separate the dwelling into multiple tenant use.

There shall not be more than one electric meter, gas meter, or water meter for each single family zoned property address.

There shall not be any walls or floor/ceiling assemblies in any single family zoned property address, which separates the one-family dwelling into more than one unit. Determining factors shall include locked or locking interior doors and separate entrances, which make portions of the unit inaccessible to all "family" members.

"Motel" means one or more buildings containing six or more guest rooms, with such rooms being designed, intended to be used, or are used as temporary or overnight accommodations for guests in which daily services of linen change, central telephone switchboard, towel change, general cleaning, and a registration lobby staffed on a 24 hour daily basis are provided by the management. Individual access to each room shall be provided from outside of the building. Each room may be equipped with cooking facilities. All motels shall be licensed and inspected by the State of Iowa in accordance with Iowa Code Chapter 137C.

"Rental certificate" means a certificate that is issued by the Development Services Department after written application if the dwelling unit, at the date of such application, is entitled thereto. Such a certificate shall thereafter be known as a rental certificate.

"Rental unit" means any house or building or portion thereof which is occupied in whole or part as a home or residence of one or more tenants, on a rental basis, or when, in return for housing, a tenant agrees to occupy and maintain the premises and pay utilities. A dwelling unit or portion of such dwelling unit that is being rented for a period of no more than 30 days in a single instance and no more than 90 days in a single calendar year.

"Tenant" means: (i) a person occupying a dwelling unit who pays (or has payments made on their behalf) a stated payment at fixed intervals for the use of the dwelling unit; or (ii) a person occupying a dwelling unit owned by another individual, who, in return for housing, agrees to occupy and maintain the premises and pay utilities.

12. Amend Section 302.4. Weeds, by deleting "jurisdiction to insert height in inches" and inserting "twelve inches on the average."

13. Amend Section 303.2., by deleting Enclosures and inserting "Enclosures, covers, and gates protecting swimming pools and hot tubs and spas shall be installed and maintained in accordance with [TITLE 11](#) of the city code."

14. Amend Section 304.14. Insect Screens, by inserting "April 1st to November 1st" as applicable dates.

15. Amend Section 307.1 Handrails and Guardrails by deleting this section and inserting the following "General. Existing handrails and guardrails as constructed in accordance with standards in place at the time of the building's construction may be maintained. Handrails and guardrails undergoing any change, remodel or replacement shall be installed in accordance with the Grimes Building Code."

16. Amend Section 404.4.1 Room Area by deleting this section and inserting the following: "Every living room shall contain not less than 120 square feet and every bedroom shall contain not less than 70 square feet."

17. Amend Section 404.5 Overcrowding by deleting this section in its entirety, including table 404.5, and replace with the following.

Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of the following table.

Room Type	Room Area	Maximum Occupant Load
Bedroom	At least 70 sq. ft. but less than 120 sq. ft.	1 per room
Bedroom	120 sq. ft. to 180 sq. ft.	2 per room
Bedroom	180 sq. ft. or more	3 per room
Multipurpose Room	At least 70 sq. ft.	1 per room, not more than 2 per dwelling unit

See Section 202 for bedroom definition

For the purposes of this section, a multi-purpose room may include a living room, den, study, or other similar room that by design or layout is not primarily intended to be used as a bedroom, but that is otherwise habitable and provides accommodations for sleeping such as a bed, daybed, couch, futon or similar multipurpose sleeping furniture.

18. Amend Section 602.3. Heat Supply, by inserting "September 1st to May 30th" as applicable dates.

19. Amend Section 602.4. Occupiable Work Spaces, by inserting "September 1st to May 30th" as applicable dates.

20. Add Section 603.7 Corrugated Stainless Steel Tubing (CSST) Corrugated stainless steel tubing shall be bonded to the electrical grounding system or panelboard utilized by the existing electrical service. This shall be done in accordance with the tubing manufacturer's recommendations.

21. Amend Section 604.2 Service by adding the following sentence thereto:

"Single Family, Duplex and Row Townhomes shall have a minimum of 100 amperes."

22. Amend Section 604.2 Service 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."

23. Add Section 605.2.1 Kitchen Receptacles: All 15 and 20 amp receptacle outlets that serve kitchen countertop areas shall be ground fault circuit interrupter (GFCI) protected.

24. Add Section 605.2.2 Bathroom Receptacles: All 15 and 20 amp receptacle outlets located within bathrooms shall be ground fault circuit interrupter (GFCI) protected.

25. Add Section 605.2.3 Other Receptacle Outlet: All 15 and 20 amp receptacle outlets located within 6' of a sink shall be ground fault circuit interrupter (GFCI) protected.

26. Add Section 605.2.4 Garage/Accessory Building Receptacles: All 15 and 20 amp receptacle outlets located within garages/accessory buildings shall be ground fault circuit interrupter (GFCI) protected.

27. Add Section 605.2.5 Outdoor Receptacles: All 15 and 20 amp receptacle outlets located outdoors shall be ground fault circuit interrupter (GFCI) protected.

28. Amend Section 705.1 to add the following language to the end of the paragraph: In addition, carbon monoxide alarms and detectors shall be installed in accordance with Iowa Administrative Code Sections 661-221.1 to 661-221.8.

29. Add new Section 705.3 with the following language: 705.3 Installation Locations. Installation locations shall be in conformance with the International Building Code, International Fire Code, International Residential Code, Iowa Code, and at the location closest to the hazard of an attached garage or fuel-fired appliance.

11-3-5 Residential Rental Program

11-3-5A Purpose

In compliance with Iowa Code Section 364.17, it is the purpose of this section to require property owners, their agents and others who rent residential dwelling/sleeping units to meet their responsibilities with respect to premise safety and to provide for inspection as a means of compelling compliance therewith. It is not the purpose of this section 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 section to create any duty or liability by the City, its officers, agents or employees, to premises' occupants, owners, tenants or any other person.

11-3-5B Scope

The provisions of this section shall apply to the maintenance, repair, equipment, use, and occupancy of all residential rental buildings and accessory structures now in existence or hereafter constructed, habilitated, renovated, or converted to residential use within the corporate limits, including, but not limited to, single- and two-family dwellings, multiple-family dwellings and rooming/sleeping units with the following exceptions:

1. Single-family dwellings occupied by the owner, or members of that owner's immediate family. Such members are defined as parents, grandparents, children, grandchildren, and siblings.
2. A duplex, at least one of the units of which is occupied by the owner, and the other unit is occupied by a member of that owner's immediate family. Such members are defined as parents, grandparents, children, grandchildren and siblings.
3. Transient shelters and group homes subject to state licensing.
4. Hotels, motels, extended stay hotels, and other similar uses subject to state licensing.

11-3-5C Code Reference

1. Building Codes Referenced. The International Building Code, International Residential Code, International Fire Code, National Electrical Code, International Plumbing Code, International Mechanical Code, and International Fuel Gas Code that are adopted and enforced at the time of inspection are adopted, as referenced for requirements, location, and maintenance of building elements needed to provide structural, fire, and building safety for occupants. This enforcement includes, but is not limited to, stairways, smoke detectors, sprinklers, handrails/guardrails, lighting, and exits unless otherwise stated in this section.
2. Public Health. Those nuisances and public health conditions not addressed by this Code of Ordinances shall be governed and regulated by the respective County Department(s) of Health.

11-3-5D Interpretations

1. In interpreting and applying the provisions of this section, such provisions shall be held to the minimum requirements for the promotion of the public health, safety, and welfare. These regulations shall be construed broadly to promote the purposes for which they are adopted.
2. These regulations are not intended to interfere with, abrogate, or annul any other ordinance, rule, or regulation, statute, private covenants, or other provision of law except as provided in these regulations. If a conflict between requirements appears within this section, the most restrictive requirement shall prevail.
3. Information erroneously presented by any official or employee of the City does not negate or diminish the provisions of this section pertaining thereto.
4. Whenever a number of days is specified in this section, or in any permit, condition of approval or notice issued or given as set forth in this section, such number of days shall be deemed to be consecutive calendar days, unless otherwise specified.
5. Whenever application of this section results in standards being expressed in fractions of whole numbers, such fractions are to be rounded to the next higher whole number.
6. No action of the City, its City Council, Development Services Department staff, or the Board of Appeals shall be deemed invalid by reason of failure to comply with or conform to the provisions of this section, provided that the procedural requirements of the Iowa Code have been met.
7. It is the intent of this section that all questions of interpretation and enforcement shall be first presented to the administrative official, and that such questions shall be presented to the Board of Appeals only on appeal from the decision of the administrative official and that recourse from the decision of the Board of Appeals shall be as provided by law.

11-3-5E Indemnification

The applicant of any rental certificate under this section, by making such application, assumes and agrees to pay for all loss or damage to property whatsoever, and injury to or death of any person or persons whomsoever, including all costs and expenses incident thereto, however arising from or in connection with or

related to the issuance of such rental certificate 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 section or any other ordinance of the City; and such applicant, by making such application, forever indemnifies the City, its officers and employees and agrees to save it and them harmless from any and all claims, demands, lawsuits, or liability whatsoever for any loss, damage, injury or death, costs and expenses, caused by any negligent, gross negligent, willful, wanton, or reckless action of applicant. The foregoing provisions shall be deemed to be a part of any application or certificate issued under this section, if expressly referenced therein.

11-3-5F Code Official

It shall be the duty of the Building Official, appointed under provisions and direction of the Development Services Director, to administer and enforce the provisions of this section and to make any required inspections or tests. For the purposes of this Residential Rental Code they may also be referred to as the Code Official. A person or persons may be appointed as assistants or agents of the Building Official or Development Services Director as may be necessary to carry out the provisions of this section. For the purpose of making inspections, tests, or otherwise discharging their official duties, the Code Official or inspector shall have the authority to enter at any time any building, site, or manhole upon notifying the company or individual owning or having charge or control of the same.

11-3-5G Rental Certification Requirements and Conditions

1. **Required Registration.** After the effective date hereof, no person shall rent, lease, let, operate, or otherwise allow the occupancy of any dwelling unit or any portion of any dwelling unit (including sleeping rooms) unless they hold a valid rental inspection certificate issued by the Development Services Department.
2. **Issuance.** Following submission of a proper registration application, self-inspection checklist on forms provided by the Development Services Department, and review of the residential rental unit for compliance with the provisions of this section, the Development Services Department shall issue a rental certificate to the owner.
3. **Rental Certificate Displayed.** The owner of a multiple-family dwelling shall display a copy of the rental certificate in a common hallway or each building or in the on-site management office. The owner of a single-family or duplex dwelling must be able to show a copy of the rental certificate upon request.
4. **New Units.** New construction projects, which have received a final inspection and have passed and hold a full certificate of occupancy within the last two years from the adoption date of this section and has all required owner/agent information on file with the City, shall be considered to be in compliance with the provisions of this section for a period of two years from the adoption date.
5. **Expiration.** Prior to the expiration date of the rental certificate, the Development Services Department shall mail a renewal notice to the owner advising of the requirements for renewal of the rental certificate. Failure of the owner to complete the requirements for renewal will result in a late payment penalty being applied to the balance owed. If the renewal is not completed within 30 days following expiration of the rental certificate, a notice of violation will be issued to the property owner.
6. **Revocation.** Any rental certificate may be summarily revoked by the Board of Appeals upon the review of a notice of violation of any provision of this section. If, at the discretion of the Building Official, an emergency exists which threatens the immediate health, safety, or general welfare of the occupant(s) or general public, the Building Official may immediately issue an order suspending the rental certificate. Upon issuance of the order, the occupant(s) of the unit(s) shall immediately vacate the premises until the rental certificate is reinstated.
7. **Transfer.** Rental certificates shall not be transferable to succeeding owners. Rental certificates shall automatically terminate and become null and void, without further action of the City, upon transfer of property ownership or upon execution of an agreement to purchase property on contract.
8. **Every seller of a residential rental property shall give notice to the Development Service Department within seven days after closing or execution of a contract for sale. This notice shall include the name and address of the buyer.**
9. **Every buyer of a residential rental property, including contract buyer, shall give notice to the Development Services Department within seven days after closing. This notice shall include the name and address of the buyer and their agent.**
10. **Outstanding Issues.** If an owner has outstanding fees, fines, or violations on any property within the City, the issuance of a rental certificate may be withheld by the Development Services Department.

11-3-5H Inspections

1. **Self-Inspection.** The owner of the rental unit shall provide, on forms provided by the Development Services Department, a certification of self-inspection. The self-inspection checklist shall be provided for every unit being registered, and shall be provided every two (2) years with the submission of registration and certification forms.

2. Audit-Inspection. The Development Services Department shall seek to conduct an audit inspection of every rental unit within the corporate limits of the City every four (4) years. As part of the inspection process, the City may determine to extend or shorten the timeframe to the next scheduled inspection. Factors that may influence the City to inspect more or less frequently include, but are not limited to, the following:
 - A. Age and condition of building or unit;
 - B. Inspection history;
 - C. Tenant/management/resident complaints;
 - D. Natural disasters such as flooding;
 - E. Delayed maintenance/repairs, follow-up, or fee payments by the owner.
3. 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.

11-3-5I Complaint by Tenant

Unless there are significant health, safety, or general welfare issues, a tenant must first complain to the owner or agent. Complaint forms for that purpose will be available from the Development Services Department.

1. An owner or agent shall have seven days to address the complaint. If the complaint is not remedied to the tenant's satisfaction within ten (10) days, the Development Services Department will schedule an inspection with the tenant and owner. If violations are found, an inspection fee shall be charged to the owner.
2. No person shall pursue an action for eviction because the occupant has reported a violation of this section to the Development Services Department.
3. No person shall cause any service, facility, equipment, or utility required under this section to be removed, shut off, or discontinued in retaliation for a complaint.

11-3-5J Collection of Fees, Fines and Costs

1. The fees for activities and services performed by the Development Services Department in carrying out its responsibilities under this Residential Rental Code shall be as indicated in a fee schedule adopted from time to time by the City Council.
2. All fees, fines, penalties, and costs imposed upon an owner in the enforcement of this section shall be due when notice of the amount of such fees, fines, penalties, and costs is mailed to the owner.
 - A. If notice containing the information required by Iowa Code Section 364.17 is given and the total amount of such fees, fines, penalties, and costs is not paid within thirty (30) days of when due, or within ten (10) days of the final action of the Board of Appeals, then:
 1. The owner shall be charged a late payment penalty in the amount set forth in the fee schedule adopted by the City Council from time to time;
 2. Interest shall thereafter accrue on the unpaid balance at the rate of one and one-half (1.5) percent per month; and,
 3. The City may certify the unpaid balance, interest, and late payment penalty to the County Auditor as a lien upon the rental property for collection in the same manner as a property tax.

11-3-5K Appeals

Any person affected by a decision of the Building Official may request and shall be granted a hearing on the decision before the Board of Appeals as set forth in Chapter [3-6](#) of this Code of Ordinances. Such appeal shall be taken within ten (10) days by filing an application request on the forms provided by the Development Services Department. Additionally, the application must be accompanied with the appropriate fee as determined in the fee schedule adopted from time to time by the City Council. An appeal stays all proceedings in furtherance of the action appealed from, unless the Building Official certifies to the Board of Appeals after notice of appeal shall have been filed that by reason of facts stated in the certificate a stay would, in the opinion of the Building Official, cause imminent peril to life or property. In such case proceedings shall not be stayed other than by a restraining order which may be granted by the Board of Appeals or by a court of record on application, on due cause shown.

11-3-5L Violations

Violations of the provisions of this section, or failure to comply with any of its requirements, shall constitute a municipal infraction as set forth in Chapter [1-3](#) of this Code of Ordinances. Each day that a violation occurs shall constitute a separate offense. In the event that the City seeks court intervention for a violation of any provision of this section, the City may seek reimbursement for reasonable attorney fees and additional costs.

Nothing herein contained shall prevent the City from taking such other lawful actions as necessary to prevent or remedy violations.

11-4 Fuel Gas Code

Contents:

- 11-4-1 Adoption of International Fuel Gas Code
- 11-4-2 Amendments, Modifications and Deletions
- 11-4-3 Conflicts with State Law
- 11-4-4 Notice to Owner
- 11-4-5 Conduct of Hearing
- 11-4-6 Posting of Signs
- 11-4-7 Right to Demolish
- 11-4-8 Costs

11-4-1 Adoption of International Fuel Gas Code

Pursuant to published notice and public hearing as required by law, the 2021 International Fuel Gas Code, and all the provisions of the International Fuel Gas Code Standards, published in the 2021 International Fuel Gas Code are hereby adopted in full except for such provisions as may hereinafter be deleted, modified or amended. An official copy of the International Fuel Gas Code, as adopted, and a certified copy of this chapter, can be viewed in the Development Service Department.

11-4-2 Amendments, Modifications and Deletions

The following amendments, modifications, additions and deletions to the 2021 International Fuel Gas Code are hereby made:

Amend Code Section to 403.4.5:

Add the following language:

Section 402 403.4.5 Corrugated Stainless Steel Tubing. 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 manufacturer's 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.

11-4-3 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.

11-5 Energy Code

Contents:

- 11-5-1 Adoption of the Grimes Energy Code and State of Iowa Energy Code
- 11-5-2 Applicability
- 11-5-3 Amendments, Modifications and Deletions
- 11-5-4 Conflict with State Laws
- 11-5-5 Administration and Enforcement
- 11-5-6 Plan Approval

11-5-1 Adoption of the Grimes Energy Code and State of Iowa Energy Code

Pursuant to published notice and public hearing as required by law, the provisions of the 2012 International Energy Conservation 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 "this code" and these regulations shall be known as the Grimes Energy Code. Construction or work for which a permit is required shall be subject to third party inspections. The Code Official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability. Any portion that does not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Code Official. An official copy of the International Energy Conservation Code, as adopted, and a certified copy of this chapter, can be viewed in the Development Service Department.

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 Grimes Energy 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.

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.

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 authority having jurisdiction.

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 authority having jurisdiction.

11-5-4 Conflict with State Laws

Nothing in this chapter or in the Grimes Energy 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 Building Official or their designee 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 one hundred thousand (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

Contents:

11-6-1 Purpose
11-6-2 Warning-Reliance upon Chapter
11-6-3 Interpretation
11-6-4 Adoption of International Fire Code
11-6-5 Enforcement
11-6-6 Department of Fire Prevention
11-6-7 Definitions
11-6-8 Establishment of Limits of Districts in Which Storage of Flammable or Combustible Liquids in Outside Aboveground Tanks are to be Prohibited
11-6-9 Establishment of Limits in Which Bulk Storage of Liquefied Petroleum Gases are to be Restricted
11-6-10 Requirements for Temporary Installations of Liquefied Petroleum Tanks
11-6-11 Establishment of Limits in Which Storage of Explosive and Blasting Agents is to be Prohibited
11-6-12 Additions, Deletions, Modifications and Amendments
11-6-13 New Materials, Processes or Occupancies which Require Permits
11-6-14 Outstanding Permits

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 Section 11-6-12 shall govern and take precedence over any other language contained in this chapter or the International Fire Code, 2021 Edition, adopted in this chapter.

11-6-4 Adoption of International Fire Code

The International Fire Code, 2021 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." An official copy of the International Fire Code, as adopted, and a certified copy of this chapter, can be viewed in the Development Service Department.

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:

1. Wherever the word "jurisdiction" is used in the International Fire Code, it shall be held to mean City of Grimes, Iowa.
2. 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 (1,000) 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 one thousand five hundred (1,500) gallons of Class II fuel in a NFPA/UL compliant sub-base tank; quantities greater than one thousand five hundred (1,500) gallons but less than five thousand one (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 four hundred ninety-nine (499) lbs., individually or in aggregate, require a permit and the location must be identified with the permit application. Permits are good for thirty (30) calendar days. Installations requiring more than thirty (30) days will require a permit renewal. Residential properties will have a maximum of six hundred (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), 2021 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 (1) 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 (3,048 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 road 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	299	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 Sections 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 six (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 608 deletion – Mechanical Refrigeration

Section 608.13.4, of the IFC is hereby amended by deleting item #5 "By other approved means."

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 (20) feet 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:

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 in 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 18,000 square feet to include all floors of each townhome and attached garages.
3. The Building is a townhome complex that contains eight or more dwelling units.

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 weatherproof 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 above the Fire Department connection in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 903, of the IFC, is hereby amended by adding a new section, 903.7, as follows:

Section 903.7 Fire Sprinkler for canopies. A canopy covering a door that is required to be marked as an exit shall be required to have fire sprinklers installed outside that door if the canopy extends more than 4 feet out from the door, regardless of whether the canopy is combustible or non-combustible. Canopies that have vehicle access under them with door openings shall be required to have fire sprinklers installed under the total canopy regardless of whether the canopy is combustible or non-combustible.

Exception: If the Code does not require a building to have a fire sprinkler system, Section 903.7 does not apply.

Section 905 addition – Standpipe Systems

Section 905.3, of the IFC, is hereby amended by adding a new section, 905.3.9 (correlation: IBC 905.3.9), as follows:

Section 905.3.9 Building Footprint and Access. Where the most remote portion of a floor or story is more than 400 feet from a hose connection or fire department access road the Fire Code Official is authorized to require standpipes to be provided in approved locations. Class I manual standpipes shall be allowed.

Section 907 amendments and additions – Fire Alarm and Detection Systems:

Section 907.1, of the IFC (correlation: IBC 907.1.4), is hereby amended by adding a new section, 907.1.4, as follows:

907.1.4 FACP (Fire Alarm Control Panels). Each building shall have no more than 1 FACP. Installation of fire alarm panel shall not exceed six feet in height measured from the floor to the top of the unit.

Exception: Suppression system releasing panels are not required to meet the height requirement or the limitation in the number of panels.

Section 907.2, of the IFC (correlation: IBC 907.2), is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 907.2 Where required - new buildings and structures. An approved fire alarm system meeting provisions of this code and NFPA 72 shall be installed when the gross square footage of a building is equal to or greater than the area as specified in Sections 903.2.1 through 903.2.10 inclusive, subject to the authority having jurisdiction or by Section 907, whichever 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.

When an entire building is protected throughout with an NFPA 13 suppression system, then one manual pull station shall be located by the FACP for testing purposes or where approved 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 (2,787 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 inches 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 the Mechanical Code and 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 the Mechanical Code and 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 by 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 41 SPECIAL EVENTS**SECTION 4101 GENERAL**

4101.1 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.

4101.2 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.
10. Fuel in fuel tanks does not exceed one-quarter tank or 5 gallons (whichever is least.)

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 4102 DEFINITIONS

4102.1 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.****4103 GENERAL REQUIREMENTS**

4103.1 Access for firefighting and medical services. Approved vehicle access for firefighting and medical services shall be provided in accordance with Sections 503 and 512.

4103.2 Combustible storage. Combustible materials stored at special events shall be stored in approved locations and containers.

4103.3 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.

4103.4 Decorative materials and furnishings. Curtains, drapes and decorations including, but 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.

4103.5 Fire protection equipment clearance. Clearance around all fire protection equipment shall be in accordance with Section 901.4.6.

4103.6 Fire extinguishers. Fire extinguishers shall be in accordance with Section 906 and NFPA 10.

4103.7 Fire watch. Fire watch shall be in accordance with Section 403.12.1.

4103.8 Fireworks, pyrotechnics. Fireworks and pyrotechnics shall comply with Chapter 56.

4103.9 Housekeeping. The special event area and related areas shall be kept free from combustible debris at all times.

4103.10 LP-gas heaters. Fuel supplies for liquefied-petroleum gas-fired heaters shall comply with Chapter 61 of the International Fire Code.

4103.11 Open flame devices. Open flame devices shall comply with Section 308.

4103.12 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 4104 TRADE SHOWS AND EXHIBITIONS

4104.1 General. Trade shows and exhibitions conducted within any occupancy shall comply with Chapter 40.

4104.2 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.

4104.3 Means of egress. *Means of egress* shall comply with this section and the requirements of Chapter 10.

4104.3.1 Travel distance. The maximum travel distance from any point in an exhibit to an exit access aisle shall not exceed 50 feet (15,240 mm).

4104.3.2 Aisles.

4104.3.2.1 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 (1,393m ²)	10 feet (3,048 mm)
5,000 square feet (465 m ²) to 15,000 square feet (1,393m ²)	8 feet (2,438 mm)
Less than 5,000 square feet (465 m ²)	6 feet (1,829 mm)

4104.3.3 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.

4104.3.4 Exit signs. Exit signs shall be visible from all locations in the occupancy.

4104.4 Exhibit construction and materials. The materials used for an exhibit shall comply with Section 3804.4 and Chapter 8

4104.4.1 Materials. Shall be one of the following:

1. Noncombustible or limited-combustible materials.
2. Wood that is greater than ¼-inch (6 mm) nominal thickness
3. Wood ¼-inch (6 mm) 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.

4104.4.1.1 Flame retardant materials. Materials shall comply with Chapter 8.

4104.4.1.2 Wall and ceiling coverings. Textile wall coverings, such as carpeting and similar products used as wall or ceiling finishes, shall comply with Chapter 8.

4104.4.1.3 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.

4104.5 Combustible materials storage.

4104.5.1 Quantity. Combustible materials shall be limited to a one-day supply.

4104.5.2 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.

4104.6 Covered exhibits and booths.**4104.6.1 Fire Protection.**

4104.6.1.1 Automatic sprinkler systems. An approved sprinkler system shall be provided in covered exhibits and booths exceeding 300 square feet (2,787 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.

4104.7 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.

4104.8 Hazardous Materials. Hazardous materials shall comply with this section and Chapters 50 through 67.

4104.8.1 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.

4104.9 Demonstration cooking and warming equipment or devices.

4104.9.1 General. Cooking and warming devices for demonstration purposes only shall be in accordance with Section 3804.9.

4104.9.2 Public Isolation. Equipment and devices shall be isolated from the public by not less than 4 feet (1,219 mm) or by a noncombustible 3-sided barrier between the equipment and devices and the public.

4104.9.3 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 (1,858 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 (609 mm).
5. A 30 lb. Type K fire extinguisher shall be provided for every cooking site or vendor.

4104.9.4 Cooking equipment shall be separated from combustible materials by a horizontal distance of at least 2 feet (609 mm).

4104.9.5 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.

4104.9.5.1 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 (284 gL) 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 4105 OUTDOOR ASSEMBLY EVENTS

4105.1 General. Outdoor assembly events shall be in accordance with this Section 4005 and Chapter 10.

4105.2 Occupant load. The Fire Code Official shall establish an occupant load for the event site.

4105.3 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

4105.3.1 Width. The aggregate clear width of exits shall be a minimum of 36 inches wide (914 mm) for each 500 persons to be accommodated.

4105.3.2 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 (22,860 mm). Placement of the exit signs shall be approved by the Fire Code Official.

4105.4 Concession stands, food booths, and retail booths.

4105.4.1 General. Concession stands, food booths and retail booths shall be in accordance with Section 3805.4.

4105.4.1.1 Distances. A minimum of 20 feet (6,096 mm) shall be provided between every 150 linear feet (45,720 mm) of booth space. A minimum of 30 feet (9,144 mm) shall be provided between booths used for cooking and the vehicles, generators, or any other internal combustion engines. A minimum of 30 feet (9,144 mm) shall be provided between booths used for cooking and amusement rides or devices.

4105.4.2 Cooking appliances or devices.

4105.4.2.1 Public isolation. Cooking appliances or devices shall be isolated from the public by not less than 4 feet (1,219 mm) or by a non-combustible 3-sided barrier between the equipment and devices and the public.

4105.4.2.2 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 (18,580 mm).
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 (609 mm).

4105.4.2.3 Liquefied petroleum gas (LP-gas). LP-gas shall be in accordance with Chapter 61 and NFPA 58.

4105.4.2.3.1 Maximum number and quantity. A maximum of a total aggregate water capacity of 50 gallons (95 L) of LP-gas is permitted at one concession stand or booth used for cooking.

4105.4.2.3.2 LP-gas high-pressure cylinder hoses. Hoses shall be designed for a working pressure of 350 PSIG (2,413 kPa) with a safety factor of 5 to 1 and shall be continuously marked with LP-GAS, PROPANE, 350 PSI (2,413 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 (4,826 kPa). Hose shall not exceed 12 feet (3,638 mm) unless approved by the Fire Code Official.

4105.4.2.3.3 LP-gas low-pressure cylinder hoses. Hoses with a working pressure of 5 PSIG shall be allowed when a fix regulator is set at 5 PSI and is connected directly to the LP-GAS cylinder. The hose shall not exceed 12 feet (3,658 mm) unless approved by the Fire Code Official.

4105.4.3.3 Storage of containers. Containers shall be stored in accordance with Chapter 61.

4105.4.4 Generators / electrical.

The generators shall be installed at least 10 feet (3,048 mm) from combustible materials, and shall be isolated from the public by physical guard, fence, or enclosure installed at least 3 feet (914 mm) away from the internal combustion power source, and be provided with a compliant portable fire extinguisher per Section 906 and NFPA 10.

4105.4.5 Temporary water stations.

When outdoor temperatures are expected to exceed 90°F (35°C), 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 4106 MOBILE FOOD VEHICLES

4106.1 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.

4106.2 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*.

4106.2.1 Maintenance. Hoods shall be inspected, tested, and maintained in accordance with this code and the *International Mechanical Code*.

4106.2.2 Inspections and tests. Kitchen hood extinguishing systems shall be inspected and tested every six months by a state of Iowa licensed fire protection contractor.

4106.3 Fire extinguishers. Portable fire extinguishers shall be provided within a 30-foot (9,144 mm) travel distance of commercial-type cooking equipment. An approved 2A:20B:C rated dry chemical fire extinguisher shall be provided within 30 feet (9,144 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.

4106.4 Liquefied petroleum gas (LP-gas). LP-gas shall be in accordance with Chapter 61 and NFPA 58.

4106.4.1 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.

4106.4.2 LP-gas cylinder hoses. Hoses shall be designed for a working pressure of 350 PSIG (2,413 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 (4,826 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.

4106.5 Location. Mobile food vehicles shall not be located within 20 feet (6,096 mm) of buildings, tents, canopies or membrane structures.

SECTION 4107 SPECIAL AMUSEMENT BUILDINGS

4107.1 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.

4107.2 Use of combustible decorative materials. Use of combustible decorative materials shall be in accordance with Chapter 8.

4107.3 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.

4107.4 Automatic sprinkler system. Special amusement buildings shall be equipped throughout with an automatic sprinkler system in accordance with Chapter 9.

4107.4.1 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 4108 MAZES

4108.1 General. Mazes including, but not limited to, corn stalk or hedge mazes, shall be in accordance with Section 3808.

4108.1.2 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 (15,240 mm).

4108.1.3 Paths. Paths throughout the maze shall be a minimum of 36 inches (914 mm) in width and shall be clear and unobstructed width.

4108.1.4 Separation. A minimum of 20 feet (6,096 mm) shall be provided between mazes and buildings and structures. The 20-foot (6,096 mm) clearance shall be free from vegetation and obstructions.

4108.1.5 Means of egress. Each exit shall be a minimum of 6 feet (1,828 mm) wide.

4108.1.5.1 Travel distance. The maximum travel distance to reach an exit access shall not exceed 75 feet (22,860 mm). The travel distance shall be determined by using the maze path.

4108.1.5.2 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.

4108.1.5.3 Exit signs. Exit signs shall be provided next to or above each exit. The lettering shall be a minimum of 12 inches (305 mm) high with 2-inch (51 mm) brushstroke. The signs shall read EXIT with lettering in a color contrasting to the sign's background.

4108.2 Event plans. The following plans shall be submitted to the Fire Code Official.

4108.2.1 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.

4108.2.2 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.

4108.2.3 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.

4108.2.4 Maze rules. Maze rules shall be posted at maze entrance.

4108.3 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.

4108.3.1 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.

4108.3.2 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.

4108.4 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.

4108.5 Buildings and structures. When buildings and structures are intended to be occupied by attendees, the building and structure shall comply with Section 3807.

SECTION 4109 COVERED MALL BUILDINGS

4109.1 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.

4109.2 General requirements.

4109.2.1 Main aisle width. Main aisles shall be a minimum of 10 feet (3,048 mm) 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.

4109.2.2 Cross aisle width. Cross aisles shall be a minimum of 15 feet (4,572 mm) in width or the required means of egress width, whichever is greater, and shall be maintained in accordance with Chapter 10.

4109.2.3 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.

4109.3 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 an 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 (3,785 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.

Adoption Appendix D

Appendix D is being adopted by specific reference as the guideline for Fire Apparatus Access Roads.

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 an 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**Contents:**

11-7-1 Adoption of Uniform Plumbing Code

11-7-2 Amendments, Modifications and Deletions

11-7-1 Adoption of Uniform Plumbing Code

Pursuant to published notice and public hearing as required by law, the 2021 Uniform Plumbing Code, as prepared and edited by the International Association of Plumbing and Mechanical Officials, as currently adopted and amended by the Plumbing and Mechanical Systems Board, Iowa Department of Public Health, is hereby adopted as further clarified by the Grimes Plumbing Code. An official copy of the Uniform Plumbing Code, as adopted, and a certified copy of this chapter, can be viewed in the Development Service Department.

11-7-2 Amendments, Modifications and Deletions

The following amendments, modifications, additions and deletions to the Grimes Uniform Plumbing Code are hereby made:

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 418.3

Insert the following language:

- (5) At least one floor drain or receptor approved by the authority having jurisdiction 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 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 authority having jurisdiction 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.

Modify Code Section: UPC 718.3

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 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 authority having jurisdiction.

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.

11-8 Residential Building Code

Contents:

- 11-8-1 Adoption of International Residential Code
- 11-8-2 Amendments, Modifications and Deletions
- 11-8-3 Temporary Permit
- 11-8-4 Conflicts with State Law
- 11-8-5 Administration and Enforcement

11-8-1 Adoption of International Residential Code

Pursuant to published notice and public hearing as required by law, the 2021 International Residential Code is hereby adopted in full except for such provisions as may hereinafter be deleted, modified or amended. An official copy of the International Residential Code, as adopted, and a certified copy of this chapter, can be viewed in the Development Service Department.

11-8-2 Amendments, Modifications and Deletions

The following amendments, modifications, additions and deletions to the 2021 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 $\frac{5}{8}$ " 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 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	M An T
	Speed MPH	Topographic effects		Weathering	Frost line Depth	Termite	Design Temp	Ice Barrier Req'd	NFIP Acceptance Zone C		
30 PSF	115	NO	A	Severe	42"	Mod/ Heavy	-5F	Yes	30-Sep-83 – No local amendments.	1833	4

Modify Table: IRC R302.6

Replace with the following revised table:

TABLE R302.6 DWELLING-GARAGE SEPARATION	
SEPARATION	MATERIAL
From the residence and attics	Not less than 5/8-inch Type X gypsum board or equivalent applied to the garage side
From habitable rooms above the garage and structure(s) supporting floor/ceiling assemblies used for separation required by this section	Not less than 5/8-inch Type X gypsum board or equivalent
Garages located less than 5 feet from a dwelling unit on the same lot	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

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 (1,524 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 Exception to Code Section: IRC R310.7

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.

Delete Exception to Code Section: IRC R310.7.1 exceptions 1 & 2. Do not replace with any other language.

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.

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. The building is a townhome complex where the aggregate area of the building does not exceed 18,000 square feet.
3. The building is a townhome complex that contains eight or less dwelling units.

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. 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.

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 1-½") 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 walls 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
		Unit				
Gross	Net	Concrete	Masonry	Concrete	Masonry	Masonry
8	7' 8"	7 1/2"	8"	1/2"horizontal bars, placement in the middle, and near the top & bottom – 1/2" bars @ 6' max. vertically.	0.075 square inch bar 8' o.c. vertically in fully grouted cells. If block is 12" nominal thickness, may be unreinforced.	Type M or S. Grout & Mortar shall meet provisions of Chapter 21 IBC
9	8' 8"	8"	See Chapter 18 IBC	1/2" bars 2' o.c. horizontally & 20" vertically o.c.	See Chapter 18 IBC	Same as above
10	9' 8"	8"	See Chapter 18 IBC	(5/8" bars 2' o.c. horizontally & 30" vertically o.c.)	See Chapter 18 IBC	Same as above

*Concrete floor slab to be nominal 4". If such floor slab is not provided prior to backfill, provide 1) 36" vertical #4 rebar embedded in the footing @ maximum 7' O.C. spacing -and/or- 2) full depth nominal 2"depth x 4"width keyway in footing

** All reinforcement bars shall meet ASTM A6175 grade 40 minimum and be deformed. Placement of bars shall be in center of wall and meet the provisions of Chapters 18, 19, and 21 of the International Building Code.

NOTE: Cast in place concrete shall have a compressive strength of 3,000 lbs @ 28 days. Footings shall contain continuous reinforcement of minimum 2 – 1/2" 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.

Add additional item to Code Section: IRC M1602.3

Insert the following language:

- 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. Add Code Section: 327.2 – 327.14 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 provides 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 allow to be constructed any alteration, addition, remodeling or other improvements to a swimming pool without a permit therefor. 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 Electrical 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.

327.3 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 327.4 through 327.14.

Exceptions:

1. Spas and hot tubs with a lockable safety cover that complies with ASTM F1346.
2. Swimming pools with a powered safety cover that complies with ASTM F1346.

327.4 Outdoor swimming pools and spas. Outdoor pools and spas and indoor swimming pools shall be surrounded by a barrier that complies with Sections 327.5 through 327.14.

327.5 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 (1,219 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).

327.6 Openings. Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.

327.7 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 (1,143 mm), the horizontal members shall be located on the pool or spa side of the fence. Spacing between vertical members shall not exceed 1 $\frac{3}{4}$ inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1 $\frac{3}{4}$ inches (44 mm) in width.

327.8 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 (1,143 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 $\frac{3}{4}$ inches (44 mm).

327.9 Chain link dimensions. The maximum opening formed by a chain link fence shall be not more than 1 $\frac{3}{4}$ inches (44 mm). Where the fence is provided with slats fastened at the top and bottom that reduce the openings, such openings shall not exceed 1 $\frac{3}{4}$ inches (44 mm).

327.10 Gates. Access gates shall comply with the requirements of Sections 327.11 through 327.14 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.

327.11 Utility or service gates. Gates not intended for pedestrian use, such as utility or service gates, shall remain locked when not in use.

327.12 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 $\frac{1}{2}$ inch (12.7 mm) within 18 inches (457 mm) of the latch release mechanism.

327.13 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 (1,219 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 327.5.
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.

327.14 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 Building Official or their designee 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 2021 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 Building Official or their designee unless in accordance with the provisions of this chapter.

11-9 Mechanical Code

Contents:

11-9-1 Adoption of International Mechanical Code

11-9-2 Amendments, Modifications, and Deletions

11-9-3 Conflicts with State Law

11-9-1 Adoption of International Mechanical Code

Pursuant to published notice and public hearing as required by law, the 2021 International Mechanical Code, published by the International Code Council, Inc., as currently adopted and amended by the Plumbing and Mechanical Systems Board, Iowa Department of Public Health, is hereby adopted as further clarified by the Grimes Mechanical Code. An official copy of the International Mechanical Code, as adopted, and a certified copy of this chapter, can be viewed in the Development Service Department.

11-9-2 Amendments, Modifications, and Deletions

The following amendments, modifications, additions and deletions to the Grimes Mechanical Code are hereby made:

1. 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.

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

Contents:

11-10-1 Purpose; Reliance Upon Chapter

11-10-2 Interpretations

11-10-3 Adoption of National Electrical Code

11-10-4 Scope

11-10-5 Application to Move Buildings

11-10-6 Deletions, Modifications, and Amendments

11-10-7 Official Copy

11-10-8 Outstanding Permits

11-10-8 Governments Exempt

11-10-9 Conflict with 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 of National Electrical Code

Pursuant to state-published notice and public hearing, as required by state law, the 2020 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; and
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.

11-10-8 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.

11-10-9 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

Contents:

- 11-11-1 Adoption of International Building Code
- 11-11-2 Amendments, Modifications, and Deletions
- 11-11-3 Temporary Permit
- 11-11-4 Conflict with State Laws
- 11-11-5 Administration and Enforcement
- 11-11-6 Climate and Geographical Criteria

11-11-1 Adoption of International Building Code

Pursuant to published notice and public hearing as required by law, the 2021 International Building Code is hereby adopted in full except for such provisions as may hereinafter be deleted, modified or amended. An official copy of the International Building Code, as adopted, and a certified copy of this chapter, can be viewed in the Development Service Department.

11-11-2 Amendments, Modifications, and Deletions

The following amendments, modifications, additions and deletions to the 2018 International Building Code are hereby made:

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 places 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 502.1. 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	½
100	199	6	¾
200	299	8	1
For each additional 100		Increase 2	Increase ½

^a Exterior suite identification, minimum height shall be 4 inches and stroke width shall be ½ inch.
^b Interior suite identification, minimum height shall be 2 inches and stroke width shall be ¼ inch.

Add Exception to Code Section: IBC 707.5

Add the following language (Exception #3):

707.5 covers fire barriers/continuity and this adds an exception for shaft enclosures to the section.

3. Shafts required to be constructed as per Section 713.3.2 having exterior walls that are not required to be fire rated per Section 707.4 shall be permitted to be constructed of materials permitted by the building type of construction so long as a complete non-combustible separation of 2 hours is provided between the shaft and adjoining structure. In addition, the provisions of Section 1023.7 shall be met.

Delete Code Section: IBC 713.3

Replace with the following language:

713.3 Materials. Shaft enclosures shall be as described in Sections 713.3.1 and 713.3.2.

Add Code Section: IBC 713.3.1

Add the following language:

713.3.1 – 1 Hour Shafts. Shafts that are allowed to have a fire resistance rating of 1 hour or less are allowed to be constructed of materials permitted by the building type of construction.

Add Code Section: IBC 713.3.2

Add the following language:

713.3.2 – 2 Hour Shafts. Shafts that are required to have a fire resistance rating of 2 hours or more serving Interior exit stairs or Interior exit ramps shall be constructed of concrete or masonry. All other shafts that are required to have a fire resistance rating of 2 hours or more shall be constructed of non-combustible materials.

Insert New Code Section: IBC 902.1.1.1 (correlation: IFC 901.4.6.1.1)

Language:

902.1.1.1 Fire Sprinkler Riser Room.

A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be accessed from the electrical room, but the electrical room may be accessed from the fire riser room.

Delete Section 903.2 Fire Sprinkler requirements, inserted in the Fire Code Ordinance Chapter 154

903.4.2 Alarms.

An approved weather-proof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Modify Code Section: IBC 903.3.1.2 (correlation: IFC 903.3.1.2)

Replace with the following language:

903.3.1.2 NFPA 13R sprinkler systems. *Automatic sprinkler systems* in Group R and I occupancies up to and including four stories in height in buildings not exceeding 60 feet (18,288 mm) in height above grade plane shall be installed throughout in accordance with NFPA 13, unless allowed to be sprinklered in accordance with NFPA 13D by the *International Building Code*. The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 of the *International Building Code* shall be measured from the horizontal assembly creating separate buildings.

903.2.11.1.3 Basements

Where any portion of a *basement* is located more than 75 feet (22,860 mm) from openings required by Section 903.2.11.1, the *basement* shall be equipped throughout with an *approved automatic sprinkler system*.

Insert Code Section: IBC 905.3.9 (correlation: IFC 905.3.9)

Language:

905.3.9 Building Footprint and Access

Where the most remote portion of a floor or story is more than 400 feet from a hose connection or fire department access road the Fire Code Official is authorized to require standpipes to be provided in *approved* locations. Class I manual standpipes shall be allowed.

Modify Code Section: IBC 907.2 (correlation: IFC 907.2)

Add the following exception:

3. Prior to July 1, 2016 any jurisdiction requiring reduced fire areas or reduced occupant loads in 907.2.1 through 907.2.23 may continue to utilize these methods as previously established by local jurisdiction determining the requirements for fire alarm systems in Section 907.2.1 through 907.2.23.

Insert Code Section: IBC 907.1.4 (correlation: IFC 907.1.4)

Language:

907.1.4 FACP (Fire Alarm Control Panels)

Each building shall have no more than 1 FACP.

Installation of fire alarm panel shall 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 (2,787 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:

5. 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 current 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.

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 is 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 allow to be constructed 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 adopted by resolution by the Grimes City Council, 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 Electrical 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 F1346.
2. Swimming pools with a powered safety cover that complies with ASTM F1346.

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 (1,219 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 (1,143 mm), the horizontal members shall be located on the pool or spa side of the fence. Spacing between vertical members shall not exceed 1 ¾ inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1 ¾ 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 (1,143 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 ¾ inches (44 mm).

3109.7 Chain link dimensions. The maximum opening formed by a chain link fence shall be not more than 1 ¾ inches (44 mm). Where the fence is provided with slats fastened at the top and bottom that reduce the openings, such openings shall be not greater than 1 ¾ 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 ½ 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 (1,219 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.

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 Building Official or their designee 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 2021 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 Building Official or their designee 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	M An T
	Speed MPH	Topographic effects		Weathering	Frost line Depth	Termite	Design Temp	Ice Barrier Req'd	NFIP Acceptance Zone C		
30 PSF	115	NO	A	Severe	42"	Mod/ Heavy	-5F	Yes	30-Sep-83 – No local amendments.	1833	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.

11-12 Existing Building Code

Contents:

11-12-1 Adoption of International Existing Building Code

11-12-2 Amendments, Modifications and Deletions

11-12-3 Conflicts with State Law

11-12-1 Adoption of International Existing Building Code

Pursuant to published notice and public hearing as required by law, the 2021 International Existing Building Code, and all the provisions of the International Existing Building Code Standards, published in the 2021 International Existing Building Code, are hereby adopted in full except for such provisions as may hereinafter be deleted, modified or amended. An official copy of the International Existing Building Code, as adopted, and a certified copy of this chapter, can be viewed in the Development Service Department.

11-12-2 Amendments, Modifications and Deletions

The following amendments, modifications, additions and deletions to the 2021 Existing Building Code are hereby made:

Delete Chapter 112 Board of Appeals - Replace with:

City Ordinance Chapter 3-6 Board of Appeals

Delete Code Section: IEBC 303.2

Replace with the following language (Sections 303.2.1, 303.2.2, 303.2.3, and 303.2.4):

Section 303.2.1 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.

303.2.2 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.

303.2.3 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.

303.2.4 Occupancy Classification. The occupancy classification for storm shelters shall be determined in accordance with Section 423.3 of the International Building Code.

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.

11-12-3 Conflicts with State Law

Nothing in this chapter or in the International Existing Building 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.

Exhibit C

TITLE 13 SUBDIVISION REGULATIONS

Contents:

- 13-1 Subdivision Regulations
- 13-2 Definitions
- 13-2 Standards and Specifications of the City
- 13-3 Utility Connection Fee Districts
- 13-4 Community Recreation Areas
- 13-5 Addressing
- 13-6 Stormwater Management and Erosion and Sediment Control
- 13-7 Post Construction Stormwater Management

13-1 Subdivision Regulations

Contents:

- 13-1-1 Title
- 13-1-2 Purpose
- 13-1-3 Applicability
- 13-1-2 Definitions
- 13-1-4 Plats in Unincorporated Areas Within Two Miles of the City
- 13-1-5 Auditor's Plats
- 13-1-6 Plat of Survey and Acquisition Plat Review and Approval
- 13-1-7 Preliminary Plat Review and Approval
- 13-1-8 Final Plat Review and Approval
- 13-1-9 Information Required on Preliminary Plats
- 13-1-10 Information Required on Final Plats
- 13-1-11 Design and Development Standards
- 13-1-12 Improvements
- 13-1-13 Variations and Exceptions
- 13-1-14 Fees
- 13-1-15 Enforcement
- 13-1-15 Changes and Amendments

13-1-1 Title

This chapter shall be known and may be cited and referred to as the Subdivision Ordinance of the City of Grimes.

13-1-2 Purpose

The Subdivision Ordinance regulates the way land is to be divided and made ready for development. The standards for design and development established within this title are intended to provide adequate public utilities, city services, and emergency services, protect existing development, ensure accurate records, and improve the health, safety, and general welfare.

The subdivision of land shall be coordinated with the Comprehensive Plan, neighborhood and area plans, Master Streets Design Guide, the Parks and Trails Master Plan, the Grimes Zoning Ordinance, and Standards and Specifications of the City, to preserve and enhance the development of neighborhoods as planned and envisioned by the City.

13-1-3 Applicability

1. This chapter shall govern:
 - A. The subdivision of all lands within the corporate limits of the City in accordance with Iowa Code Chapter 354; and
 - B. All subdivisions located in the unincorporated area of Polk County and Dallas County within a two-mile radius of the Grimes corporate limits in accordance with Iowa Code Section 354.9 and the regulations herein.
2. For the purpose of this chapter, a subdivision of land is either:
 - A. The division of land into two (2) or more tracts, sites or parcels.
 - B. The combination of two (2) or more tracts, sites or parcels into one (1) tract, site, or parcel. Any number of lots may be combined into one (1) lot to the discretion of the Development Services Director to ensure that the subdivision meets the intent of this title and the surrounding development.
 - C. Establishment or dedication of a road, highway, street, alley, or private drive through a tract of land regardless of area.
3. No subdivision, whether created by plat of survey, final plat, auditor's plat, or other document or instrument, except for an acquisition plat, shall be submitted for filing of record in the offices of the appropriate County Recorder, Auditor, and Assessor until all provisions set forth in this title have been satisfied in full and all approvals required by this title have been obtained and remain valid.
4. Improvements or development shall not be commenced within any proposed subdivision, and improvements within a subdivision shall not be accepted for public ownership and maintenance until all provisions set forth in this title have been satisfied in full and all approvals required by this title have been obtained and remain valid.

13-1-4 Plats in Unincorporated Areas Within Two Miles of the City

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.

1. Subdivision Requirements. With regard to the subdivision of all land located within 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.
2. Review by the City. The Development Services Department 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 for the City. The plat shall be presented to the Commission. If the Commission is satisfied that these conditions are provided for, the Commission shall provide recommendation to the Council. Upon approval by the Council, the Clerk shall certify the Resolution which shall be recorded with the plat.
3. Waiving Subdivision Requirements. The Council shall have the right to waive such requirements as are contained in this chapter by Resolution to the end that the Council is satisfied that equally suitable regulations have been placed on these subdivisions by the County 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.
4. Waiver of Review. The Council shall have the right to waive review of a proposed subdivision by Resolution. In such case, consideration by the Commission shall not be required.

The City Clerk of the City of Grimes shall record this ordinance section with the County Recorders for both Dallas County and Polk County and file the same with the County Auditors of said counties.

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 subdivisions and public improvements outlined in Section 13-1-9, 13-1-11 and 13-1-12 providing there is on file with the Commission and Council 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. Auditor's plats shall be

considered for approval by the Commission and Council. Approvals through Council shall be through Resolution.

13-1-6 Plat of Survey and Acquisition Plat Review and Approval

1. Plat of Survey. A plat of survey shall be required to be submitted to the Development Services Department for review. The plat of survey shall contain a metes and bounds description of the property and be assigned parcel numbers by the appropriate county jurisdiction. The Development Services Department shall review such plat of survey as to its compliance with the standards and requirements outlined in this chapter. The Development Services Department shall administratively approve the plat of survey, provide City stamp of approval of the final copy, and direct the property owner to submit the plat or survey to the County Recorder. The number of copies submitted to the County Recorder shall comply with the County requirements.
2. Acquisition Plat. An acquisition plat shall be required to be submitted to the Development Services Department for review. The acquisition plat shall contain a metes and bounds description of the property. Upon closing of the property, the acquisition plat shall be recorded with the County Recorder along with the supporting closing documents.

13-1-7 Preliminary Plat Review and Approval

Whenever the owner of any tract or parcel of land within the corporate limits of the City wishes to make a subdivision of the same, said owner shall cause to be prepared a preliminary plat of said subdivision and shall submit said preliminary plat and other such information as is hereinafter required to the Development Services Department for its review. The preliminary plat shall contain such information as is outlined in Section 13-1-9 hereof. The Development Services Department shall review such preliminary plat as to its compliance with the standards and requirements outlined in this chapter. The Development Services Department shall submit recommendations along with a copy of the preliminary plat to the Commission for its recommendation to the City Council. The recommendation of the preliminary plat by the Commission shall be null and void unless the preliminary plat is submitted to the Council within one (1) year after the date of recommendation by the Commission. The Council shall provide final approval or denial of the preliminary plat.

13-1-8 Final Plat Review and Approval

Whenever the owner of any tract or parcel of land within the corporate limits of the City wishes to make a subdivision of the same, said owner shall cause to be prepared a final plat of said subdivision and shall submit said final plat and other such information as is hereinafter required to the Development Services Department for its review. The final plat shall contain such information as is outlined in Section 13-1-10 hereof. The Development Services Department shall review such final plat as to its compliance with the standards and requirements outlined in this chapter. The Development Services Department shall submit recommendations along with a copy of the final plat to the Commission for its recommendation to the City Council. The recommendation of the final plat by the Commission shall be null and void unless the final plat is submitted to the Council within one (1) year after the date of recommendation by the Commission. The Council shall provide final approval or denial of the final plat

After approval of the final plat of the subdivision by the Council, copies of the final plat shall be submitted to the County Recorder for the acceptance of all streets, alleys, easements, community recreation areas or other areas reserved for or dedicated to the public, along with any required agreements guaranteeing that the improvements required under Section 13-1-12 herein shall be installed. The number of copies submitted to the County Recorder shall comply with the County requirements. If the Commission does not recommend the final plat for approval, the Council may approve said plat and accept the public areas and easements thereon only by a four-fifths (4/5) 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 one (1) year after the date of approval, unless application for an extension of time is made in writing during said one (1) year period to the Development Service Department, and granted.

13-1-9 Information Required on Preliminary Plats

Each subdivider of land should confer with the Development Services Department before preparing the preliminary plat in order to become thoroughly familiar with the Comprehensive Plan and with other municipal plans and regulations affecting the area in which the proposed subdivision lies. The owner shall submit to the Development Services Department an electronic version in portable document format (PDF),

which shall be drawn to a scale of not less than one (1) inch to one hundred (100) feet by a registered engineer or licensed land surveyor and shall show the information listed below. Any plat not containing all information specified below shall not be considered by the City Council.

1. Title of the proposed subdivision.
2. Name(s) and address(es) of the applicant(s). Name(s) and address(es) of the owner(s) of record of the property.
3. North point, scale of plat, date, and certification of surveyor and engineer preparing the plat.
4. Property addresses and street names as assigned by the City.
5. A vicinity sketch 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.
6. 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.
7. Property to be dedicated to the City.
8. The zoning district or districts governing the subdivided land, including any overlay districts and references to any development agreements by county recorder book and page.
9. Water and wastewater demand, if requested by the Development Services Department
10. Typical road cross section with easements.
11. 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.
12. 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 City or the Dallas County or Polk County Health Department.
13. 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.
14. 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.
15. Adjoining streets and alleys with their names and widths.
16. Transportation connectivity to adjacent property.
17. All public improvements, including new roadways, turn lanes, public sidewalks and trails, and utilities.
18. Dimensions and lot areas of all lots to be platted measured to the nearest tenth of a foot.
19. Building lines.
20. Proposed phasing lines, if any.
21. A conceptual development layout showing how the lots could be developed and the relation to the location of proposed utilities and demonstrating required landscape buffers and street trees.

13-1-10 Information Required on Final Plats

1. Following preliminary plat approval, an electronic version in PDF of the final plat shall be submitted to the Development Services Department for review. Final plats shall be drawn from an accurate survey by a licensed land surveyor or engineer and drawn to a scale of not less than one inch to one hundred (100) feet. The final plat shall include the following:
 - A. Title of the proposed subdivision.
 - B. Name(s) and address(es) of the applicant(s). Name(s) and address(es) of the owner(s) of record of the property.
 - C. North point, scale of plat, date, and certification of surveyor and engineer preparing the plat.
 - D. Property addresses and street names as assigned by the City.
 - E. A vicinity sketch 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.

- F. The complete legal description of the property to be platted.
 - G. 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.
 - H. The zoning district or districts governing the subdivided land, including any overlay districts and references to any development agreements by county recorder book and page.
 - I. All lot lines, lot and block numbers, lot area, building lines and their dimensions.
 - J. All dimensions and bearings, 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.
 - K. Radii, arc and chords, points of tangency, central angles for all curvilinear streets, and radii for rounded corners.
 - L. All surveyor's monuments, together with their descriptions. Monumentation shall meet the requirements of Iowa Code Chapter 355.
 - M. 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.
 - N. The lines of adjoining streets and alleys with their width and names.
 - O. All easements with their dimensions and purpose.
 - P. Prior to Council approval of a final plat, plans for all public improvements, if any, shall be submitted to the Development Services Department for review. Plans and profiles shall be submitted for all streets, alleys, and public utilities at the recommended twenty (20) feet horizontal scale and five (5) feet vertical scale. 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.
2. The following documentation shall be submitted for review and recorded with any final plat as applicable:
- A. A title 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.
 - B. A certificate by the owner(s) that the subdivision is with their free consent and is in accordance with the desire of the owner(s). This certificate must be signed and acknowledged by the owner(s) before a notary.
 - C. 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 a notary.
 - D. 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 Iowa Code Chapter 354.
 - E. Approval of the subdivision name from the County, if required.
 - F. A resolution and certificate for approval by the Council and signatures of the Mayor and Clerk.
 - G. Any easement documents and their legal descriptions.
 - H. Declaration and Covenants, Restrictions, and Easements, if applicable.
 - I. Any deeds for property intended to be dedicated for public use.
 - J. A list of the minimum protection elevations (MPEs) for each lot within the plat. This document shall be certified by a licensed engineer.
 - K. Agreement to Complete Public Improvements with performance bond for incomplete public improvements, if applicable.
 - L. Four (4) year maintenance bonds for public improvements, if applicable.
 - M. Executed electric and gas distribution agreements.

13-1-11 Design and Development Standards

No subdivision plat shall be approved 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. Subdivision Arrangement. Whenever property is divided into lots that will eventually be resubdivided into smaller buildable lots, consideration shall be given to the street and lot arrangement of the original subdivision so that additional streets can be constructed to logically serve the future resubdivided 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 streets in the new subdivision shall connect with existing streets, or new streets shall extend to the property line of adjoining property that is not yet subdivided. Street and alley arrangements shall provide for convenient access to adjacent unsubdivided property and shall not cause hardship to adjacent property owners when they seek to plat their land. The platting of half streets shall not be permitted. 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. Streets Design.
 - A. Street design and width shall conform to the Standards and Specifications of the City and Master Streets Design Guide.
 - B. The minimum right-of-way width for local service streets shall be sixty (60) feet. However, if city improvements easements are provided, the right-of-way may be reduced in width.
 - C. Street intersections shall be as close to ninety (90) degree angles as possible. A minimum radius of twenty-five (25) feet shall be provided at the street corner. A greater radius shall be required for intersections as specified in the Master Streets Design Guide or as determined necessary by the City. A cut-off or chord may be substituted for the circular arc.
 - D. Cul-de-sacs shall not be over six hundred (600) feet in length and shall have a minimum right-of-way width of sixty (60) feet leading to a turnaround. All cul-de-sacs shall terminate in a circular right-of-way with a minimum diameter of one hundred twenty (120) feet and paved section diameter of ninety (90) feet. Cul-de-sac length may be extended under unique circumstances such as topography, waterways, natural features, and upon recommendation of the City Engineer.
 - E. The maximum grade for any street shall be established according to the most current version of the Standards and Specifications of the City.
 - F. All public and private streets in new developments and/or subdivisions shall be portland cement concrete pavement with integral curb and gutter. Asphalt pavement is allowed for overlay, maintenance, or repair of existing streets by the City.
 - G. All temporary dead-end streets serving four (4) or more lots or exceeding two hundred (200) feet in length shall terminate in a temporary turn-around constructed consistent with the Standards and Specifications of the City.
4. Blocks. No block shall be longer than one thousand five hundred (1,500) 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 Development Services Department 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.
 - C. Corner lots shall have sufficient width to accommodate required yards as defined in the zoning ordinance.
 - D. All lot lines at street intersections shall have a radius of not less than fifteen (15) feet at the street corner. A greater radius may be required for intersections involving higher street classifications to be consistent with or accommodate street radii as shown in the Master Streets Design Guide.
6. Residential Driveway.

- A. The maximum width of a driveway shall be twenty-four (24) feet and the minimum width shall be ten (10) feet. The maximum approach flare width shall be three (3) feet. The maximum approach opening (curb cut) shall be thirty (30) feet.
- B. Exception – the driveway may be extended on the private side by two (2) feet on one (1) side, for a maximum width of twenty-six (26) feet at the sidewalk.
- 7. Street Names. All street names shall follow Section 13-5.
- 8. Water and Sewers.
 - A. Watermains, sanitary sewer lines, and storm sewers and their appurtenances shall be constructed and installed in accordance with the Standards and Specifications of the City.
 - B. Fire hydrant spacing shall be established according to the most current version of SUDAS.
 - C. Water, sanitary and storm sewer lines shall be made accessible to each lot.
- 9. Character of Development. The Commission and Council shall have the right to require that certain minimum regulations regarding the character of the development be incorporated in restrictive covenants. 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.
- 10. 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 their own expense, make adequate provisions for 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 event of one hundred (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 one hundred (100) year frequency, but in no case shall such easement be less than twenty (20) feet.
- 11. Easements for Public Utilities. Easements shall be reserved for adequate provision of public utilities, such as electric poles, wires, conduits, gas, telephone, fiber, and other similar utilities, to all lots.
- 12. Easements for City Utilities. Easements for storm sewer, sanitary sewer, and watermain shall be a minimum of fifteen (15) feet or two (2) times the depth of the utility line, whichever is greater. Easements of greater width may be required along lot lines or across lots where necessary for the extension of city utilities.

13-1-12 Improvements

Before the final plat of any area shall be approved by the Council and recorded, the subdivider shall make and install all required improvements in accordance with standards and specifications of the City. 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 (1) 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. 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 and the Master Streets Design Guide.
- 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 construction of residences or other structures thereon.
- 3. The subdivider shall construct sanitary and storm sewers in accordance with the Standards and Specifications of the City and provide a connection for each lot to the sanitary and storm sewers. Where existing public sewer outlets are not within reasonable distance in accordance with Chapter 9-6, 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 stating that the proposed lots have been tested and found suitable for septic tank installation. In addition, a future utility connection agreement shall be approved by the City of Grimes.
4. The subdivider shall provide for the installation of water mains, water services, and fire hydrants in the subdivided area in accordance with the Standards and Specifications of the City.
 5. The subdivider shall install all streets, water mains, sanitary sewers, storm sewers, sidewalks, trails or other improvements to the boundary of the plat. In the event that the extension of these improvements is determined to not be possible by the City, the subdivider shall provide to the City an amount necessary to cover the cost of the extension of said improvements. All such improvements shall still be designed to the plat boundary.
 6. The subdivider shall provide for the installation of sidewalks and ramps along all new or existing streets in the subdivision. The sidewalks shall be built according to the Standards and Specifications of the City.
 7. In residential developments, the subdivider shall provide for the installation of mailbox pads and accompanying ramps in accordance to the Standards and Specifications of the City and the U.S. Post Office.
 8. 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.
 9. 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. 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 their determination on whether or not to require underground utilities, the Commission and Council may consider that soil, topographical, or other conditions make such installations within the subdivision unreasonable or impractical.
 10. 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. Plans and profiles shall be submitted for all streets and alleys. Twenty (20) feet horizontal scale and five (5) feet vertical scale is 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.
 - C. The Council may require contracts for all public improvements to be executed on forms furnished and approved by the City Attorney and the Council.
 - D. The subdivider shall furnish the City with a construction schedule prior to commencement of any and/or all construction, and shall notify the City not less than forty-eight (48) hours in advance of the start of construction. 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 based on the City's fee schedule.
 - E. The subdivider shall furnish the City with PDF drawings and CAD files showing the "as constructed" location and elevation of all improvements required by this chapter within one (1) month following completion and acceptance of the improvement.
 11. 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 City acceptance. Such warranty shall be by bond or other acceptable collateral; 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.

13-1-13 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.

13-1-14 Fees

Before a plat of survey, preliminary plat, or final plat shall be reviewed, 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 kept in the Development Services Department records. 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.

13-1-15 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 that has been platted after the date of the adoption of this chapter unless such subdivision has been approved in accordance with the 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.

13-2 Definitions

13-2-1 Definitions

Alley See Section 12-4-1.

Applicant means a property owner or agent of a property owner who has filed an application.

Approval means formal, written consent by the City Council, or authorized representative of the City.

Attached residential dwelling means dwelling units that are connected to other dwelling units including two-family dwellings, townhomes or row homes, multi-family dwellings, and condominiums.

Auditor's plat means a subdivision plat required by either the auditor or the assessor, prepared by a surveyor under the direction of the auditor.

Best Management Practice (BMP) means:

1. (when related to post-construction stormwater control) physical practices or structures determined to be practices used to reduce pollutant loads, discharge volumes, peak flow discharge rates, and detrimental changes in stream temperature that affect water quality and habitat. BMP's can be structural or non-structural.
2. (when related to stormwater management and erosion and sediment control) 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.

BMP, non-structural means a BMP that focuses on preserving open space, protecting natural systems, and incorporating existing landscape features such as wetlands and stream corridors into a site plan to manage

stormwater at its source.

BMP, structural means constructed ponds, pavement systems, oil/grease separators, planted vegetative areas such as grassed swales, bioretention and other infiltration-based practices, outlet structures and other constructed facilities intended to manage stormwater.

Better Site Design means techniques applied early in the process to preserve natural areas, reduce impervious cover, distribute runoff and use pervious areas to more effectively treat stormwater runoff.

Buffer means a vegetative area, including trees, shrubs, and herbaceous vegetation, that exists or is established to protect a stream system, lake or reservoir area.

Building See Section [12-4-1](#).

Building line means a line on a property denoting an area between said line and the property line where no building or structures may be erected.

City means the City of Grimes, Iowa.

City Council means the City Council of Grimes, Iowa.

City Engineer means the City Engineer of the City of Grimes.

City Stormwater Requirements or Standards mean the guidelines provided for in the Iowa Stormwater Management Manual.

Commission means the Planning and Zoning Commission of the City of Grimes.

Community recreation area means property designed for recreational use which is operated and maintained by the City, including, but not limited to, parkland, greenways, and trails.

Community recreation system means the complete network of community recreation areas throughout the City.

Construction Activity means, in the context of stormwater management and erosion and sediment control, but is not limited to construction activity as defined in Title 40 of the Code of Federal Regulations (CFR) part 122.26(b)(14)(x) and small construction activity as defined in Title 40 CFR part 122.26(b)(15). This includes a disturbance 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.

Cul-de-sac means a dead-end street permanently closed to through traffic and terminated by a paved circular vehicular turn-around.

Dedication means the conveyance of property or an easement by its owner to the City for general public use.

Detached residential dwelling means a dwelling unit that is not connected to another dwelling unit.

Developer means any person, individual, firm, partnership, association, corporation, estate, trust, or other entity acting or proposing to subdivide land for the construction of public improvements and/or buildings and associated accessory structures or a person who undertakes land disturbance activities.

Development means:

1. (when related to post construction stormwater control)
 - A. Land disturbance activity exceeding one (1) 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 (1) 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 property owner to a grantee allowing the use of private land for stormwater management purposes.

Dwelling Unit See Section [12-4-1](#).

Easement means a granted right by a property owner to a person, government agency, or public utility company to use land owned by another for a specific purpose.

Enforcement Officer means that person or persons designated by the City having responsibility for administration and enforcement of the post construction stormwater management chapter.

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:

1. 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 seventy percent (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;
2. 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 (1) above.

Iowa Stormwater Management Manual (ISWMM) 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.

Lot See Section [12-4-1](#).

Maintenance Agreement means a legally recorded document that acts as a property deed restriction, and which provides for long-term maintenance of stormwater BMPs.

Mobile Home See Section [12-4-1](#).

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.

National Pollutant Discharge Elimination System (NPDES) means 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.

Native vegetation means vegetation originating naturally in this region of the state. Native vegetation is not to be confused with all existing vegetation. Area preserved in native vegetation shall not contain noxious or invasive weeds as identified by the Iowa Code Section 317.1A.

Natural condition means meadow in good condition, with times of concentrations calculated and Curve Numbers selected based on those natural surface conditions and drainage patterns. Curve Numbers shall be selected based on the Hydrologic Soil Group for site soils, but the weighted Curve Number used to determine allowable release rates for the site to be served by the detention practice shall not exceed a Curve Number of 58 unless demonstrated by a geotechnical report that a higher Curve Number is warranted. In the case a higher Curve Number is warranted, the higher Curve Number shall not exceed 71.

Owner means the legal or beneficial owner of land or property, including those holding the right to purchase or lease the land or property, or any other person holding proprietary rights in the land or property.

Permittee means a person or persons, firm or governmental agency or other institution that holds a permit which has not expired nor been revoked.

Plat means a map prepared by a registered land surveyor or engineer which shows the boundaries and location of individual properties along with any easements, streets, alleys, or other divisions and dedications.

Plat, acquisition means the graphical representation of the division of land or rights in land, created as the result of a conveyance or condemnation for right-of-way purposes by an agency of the government or other persons having the power of eminent domain.

Plat, final means a complete and exact plat of permanent nature prepared in accordance with the accuracy required by the Iowa Code and this title for a subdivision, for the purpose of obtaining city approval of the proposed subdivision and subsequently recording it as an official plat.

Plat, preliminary means a proposed plan for a subdivision which includes, lot layouts, streets, grading, and utilities serving the development.

Plat of survey means a graphical representation of a survey of one (1) or more parcels of land, together with a complete and accurate description of each parcel, that is prepared by a licensed professional land surveyor for the purposes of selling land or combining existing platted lots. In the case of subdividing property, such land covered by the plat of survey is not considered developable until the property is included in a final plat and is recorded with the appropriate County. In the case of combining lots, such land covered by the plat of survey is considered a developable lot, meaning the previous common property line(s) are no longer recognized or deemed to effect setbacks requirements.

Private recreation area means any recreation area which is not owned, operated, maintained by or dedicated to the City of Grimes.

Public improvement means the components of a water, wastewater, transportation, drainage, or trail system that are designed to serve the general public and are owned and maintained by the City. Sidewalks along public streets are considered public improvements but are not maintained by the City. Such maintenance is the responsibility of the abutting property owner.

Redevelopment means, when related to post construction stormwater management, any manmade change to a previously developed site, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations whether as a single site or part of a larger common plan of development.

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.

Subdivision means the division of a lot, tract or parcel of land into two 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 resubdivision and when appropriate to the context relates to the process of subdividing or to the land subdivided.

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.

Standards and Specification of the City means the current version of the Iowa Statewide Urban Designs and Specifications (SUDAS), also known as, Urban Standard Specifications for Public Improvements Manual and the City of Grimes Supplemental Specifications.

Stormwater means stormwater runoff, snow melt runoff and surface runoff and drainage. (NOTE: Agricultural stormwater runoff is excluded by Federal Regulation 40 CFR 122.3(e) as amended through June 15, 1992.)

Stormwater Management means the use of BMPs that are designed in accordance with City stormwater requirements to reduce stormwater runoff pollutant loads, discharge volumes, peak flow discharge rates and detrimental changes in stream temperature that affect water quality and habitat.

Stormwater Management Plan means the plan produced by a Professional Engineer (P.E.) licensed in the State of Iowa demonstrating how stormwater management will be accomplished by a development.

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 and as defined in the the Iowa NPDES stormwater general permits.

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 (2) 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))

13-3 Utility Connection Fee Districts

Contents:

- 13-3-1 Purpose
- 13-3-2 Sanitary Sewer and Water Connection Fee Districts
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- 13-3-11 19th Street Sewer Connection Fee District

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 Iowa Code Chapter 384, Subchapter IV. 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 chapter 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 (1) 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 (1) 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 (1) acre single residence parcel and a

remainder parcel, payment of the connection fee for the area of the one (1) acre residence parcel, and construction, at 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 Iowa Code Chapter 384. 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 chapter 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 chapter 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 ¼ 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 ¼ 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 ¼ 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 one thousand five hundred thirteen dollars (\$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 $\frac{1}{4}$ 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 $\frac{1}{4}$ corner of said Section 30; thence north along the west line of the southwest quarter of the northwest one-quarter of 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 two thousand four hundred forty-two dollars (\$2,442.00) 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.
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.

13-3-11 19th Street Sewer Connection Fee District

1. Connection Fee District. The 19th Street Sewer Connection Fee District is hereby established consisting of a parcel of land located in Section 5, 6, 7, and 8 of Township 79 North, Range 25 West of the Fifth Principal Meridian in Polk County, Iowa, Grimes, Iowa more particularly described as follows:

Beginning at the southwest corner section 6, township 79 north, range 25 west of the fifth principal meridian; thence easterly along the south line of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ to the southeast corner of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said section 6; thence northerly along the west line of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ to the northeast corner of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said section 6; thence easterly along the south line of the north half of the southeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ to the southeast corner of the northeast $\frac{1}{4}$ of the southeast

¼ of the southwest ¼ of said section 6; thence northerly along the east line of the northeast ¼ of the southeast ¼ of the southwest ¼ to the northeast corner of the northeast ¼ of the southeast ¼ of the southwest ¼ of said section 6 also being the southwest corner of the northwest ¼ of the southeast ¼ of said section 6; thence easterly along the south line of the northwest ¼ of the southeast ¼ of said section 6 to the southeast corner of the northwest ¼ of the southeast ¼ of said section 6; thence northerly along the west line of the northeast ¼ of the southeast ¼ of said section 6 to the northwest corner of the northeast ¼ of the southeast ¼ of said section 6; thence easterly along the north line of the northeast ¼ of the southeast ¼ of section 6 to the east corner of said section 6; thence southerly along the east line of the southeast ¼ of section 6 to the northwest corner lot 1 of the South James Plat as recorded in book 18533 page 353; thence easterly along the north line of said lot 1 to the northeast corner of lot 1 also being the west right-of-way of the Norfolk Southern Railway; thence southerly along said railroad west right-of-way to the south line of the southwest ¼ of section 5, township 79 north, range 25 west of the fifth principal meridian; thence easterly along the south line of the southwest ¼ of said section 5 to the south corner of said section 5 also being the north corner of section 8, township 79 north, range 25 west of the fifth principal meridian; thence southerly along the east line of the northeast ¼ of the northwest ¼ to the southeast corner of the northeast ¼ of the northwest ¼ of said section 8; thence westerly along the south line of the north half of the northwest ¼ of said section 8 to the southwest corner of the northwest ¼ of the northwest ¼ of said section 8; thence southerly along the west line of the northwest ¼ of said section 8 to the west corner of said section 8 also being the east corner of said section 7; thence westerly along the south line of the northeast ¼ of section 7 to the center of said section 7; thence westerly along the south line of the northwest ¼ of section 7 to the west corner of said section 7; thence northerly along the west line of the northwest ¼ of section 7 to the northwest corner of said section 7 also being the southwest corner of said section 6 and also being the point of beginning.

2. Fee Schedule. From the effective date hereof through June 30, 2024, a connection fee of two thousand nine hundred thirty-four dollars (\$2,934.00) 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.

13-4 Community Recreation Areas

Contents:

- 13-4-1 Purpose
- 13-4-2 Applicability and Exemptions
- 13-4-3 Dedication of Land
- 13-4-4 Determination of Land to be Dedicated
- 13-4-5 Determination of Amount of Land
- 13-4-5 Definitions
- 13-4-6 Alternative Means of Dedication of Land; Master Agreement
- 13-4-7 Parks and Recreation Board Review
- 13-4-8 Site Improvements
- 13-4-9 Fee in Lieu of Dedication
- 13-4-10 Credits
- 13-4-11 Separate Account

13-4-1 Purpose

This chapter is enacted to ensure land is adequately located and preserved so that the community recreation system can accommodate future growth of the community and provide enjoyment for the public.

13-4-2 Applicability and Exemptions

1. Residential Development. This chapter shall apply to all new residential development, except in the case where one (1) additional residential unit is constructed on an existing residential lot.
2. Applicability to Land Zoned Planned Unit Development (PUD): Land zoned R-4 (PUD) may include residential uses, neighborhood commercial uses and neighborhood office uses which encourage the more efficient use of land through the incorporation of both public and private open spaces to accent and enhance both the architectural and natural features of a development and provide for natural stormwater management systems. A development plan and development agreement are required for all PUD districts. The city and the developer of land zoned PUD shall address and satisfy the private and public open space and community recreation area requirements in the development agreement. All PUD districts shall comply with the intent and purpose of this chapter; however, the application of the standards to PUD zoning districts may be more flexible in order to create equivalent recreational facilities while accommodating the mixed uses present in such developments.
3. Exemptions. The following shall be exempted from the requirements of this chapter.
 - A. Existing developments which are presently constructed.
 - B. The construction of accessory buildings or structures.
 - C. The replacement of a destroyed or partially destroyed building or structure with a new building or structure of the same size and use.
 - D. Alterations or expansion of an existing building where no additional residential units are created and where the use is not changing.
 - E. The installation of a replacement mobile or manufactured home.
 - F. The construction of any non-residential building or structure or the installation of a non-residential mobile or manufactured home.
 - G. Developments that have received City approvals but have not yet started or completed construction.
 - H. Assisted living facilities and independent living facilities which are licensed by the State of Iowa. However, should the use of the facilities be converted to residential in the future, the development shall provide community recreation areas in accordance with this chapter.

13-4-3 Dedication of Land

Within the corporate limits of the city, the developer shall provide and dedicate to the public adequate land to provide for community recreation needs of the development and the public benefits associated with community recreation areas. The dedication of land to the city shall be accomplished by the developer providing a properly executed warranty deed conveying the required land to the city without cost to the city.

13-4-4 Determination of Land to be Dedicated

In the design of the plat of a subdivision, planned unit development or site plan for development, consideration shall be given to ensure adequate provision of community recreation areas in correlation with the following:

1. The Grimes Comprehensive Plan
2. The Grimes Parks and Trails Master Plan
3. Neighborhood Area Plan
4. The topography, geology, access, and location of land in the subdivision which are suitable for the development of neighborhood and community parks or greenways.
5. The availability and access to public utilities and transportation networks.
6. Visibility of land from public streets.
7. The size and shape of the subject property and land available for dedication.
8. The location of existing or proposed community recreation areas, greenways and trails.

13-4-5 Determination of Amount of Land

During the review of the subdivision plat, planned unit development, or site plan, staff shall determine and indicate to the applicant, the amount of land to be provided for community recreation areas. The amount of land to be provided for community recreation areas shall be determined based upon projected population of

the residential land shown on the preliminary plat or site plan. The projected population of residential land shall be calculated as follows:

1. For single-family residences: Three (3) persons per household.
2. For townhome and mobile home residences: Two (2) persons per household.
3. For multi-family residences: One and three-quarter (1.75) persons per household.

The per capita parkland dedication requirement shall be six and one half (6.5) acres per one thousand (1,000) residents or 0.00650 acre per resident. The minimum dedication shall be four (4) acres. For purposes of illustration, if a development is projected to contain three hundred (300) single-family residences, the projected population for the development is nine hundred (900) persons. The amount of land dedicated for parkland would be calculated as 0.00650 acre per resident multiplied by nine hundred (900) projected residents equals 5.85 acres.

13-4-6 Alternative Means of Dedication of Land; Master Agreement

If the land to be developed is a part of a larger area being developed by a single developer or by a group of developers, the developer(s) may enter into a written agreement with the city providing for the dedication of the land relating to the present development in a future subdivision plat, which land shall be dedicated for community recreation areas serving the larger area under development by the developer(s). The written agreement between the city and the developer(s) shall establish the timetable for the dedication of the land by the developer(s). The amount of land dedicated and the method of dedication shall be in accordance with the provisions of this chapter.

13-4-7 Parks and Recreation Board Review

Prior to the consideration and approval of the plat of a subdivision, planned unit development, or site plan for development by the City Council, the Parks and Recreation Board shall review the community recreation proposal and make a recommendation. The provided recommendation will be forwarded to the City Council for reference in their own respective consideration process.

13-4-8 Site Improvements

In addition to the dedication of land, this chapter requires the provision of initial development for community recreation areas. The following will be required of any development adjacent to a community recreation area: Reasonable improvements and access to the land dedicated, utility connections, if determined necessary by the City, and full street improvements adjoining the land, including curbs, gutters, street paving, sidewalks adjoining streets, and traffic control devices. On-site improvements including grading and seeding shall be required.

13-4-9 Fee in Lieu of Dedication

If the City determines that a dedication of land is not feasible or practical within a new development, the developer shall have the option to voluntarily provide a fee to the City, consistent with the value of the land normally required to be dedicated to the City.

1. The City shall first determine the amount of land that would be required to be dedicated in accordance with Section [13-4-5](#).
2. The fee in lieu of said land dedication shall be determined annually by the adoption of land values within the City fee schedule. If the land values do not reflect the current fair and reasonable value of the land, the fair value of said land may be determined by an impartial appraisal, and in such manner as may be designated by the City Council, cost for said appraisal to be shared equally between developer and city.
3. Any such fee shall be deposited and used only in full accord with Section [13-4-1](#).

13-4-10 Credits

In certain circumstances, credits to the total parkland dedication may be applied if determined to be eligible. The following options are provided below; however, the City Council may consider additional credits in certain unique circumstances that may not be contemplated by this chapter.

1. Private Recreation Areas. If a proposed plat of a subdivision, planned unit development, or site plan for development includes private recreation areas, a credit up to twenty-five (25) percent of the community

recreation area land dedication requirement prescribed by this chapter may be considered. In order to be considered eligible, the private recreation areas must be available without rental charges to all residents within the private development. At the time of approval, the developer shall enter into a Private Recreation Agreement with the City.

2. **Greenway Credits.** If a greenway is to be located within the land to be dedicated, the Developer may request the area covered by the greenway to be included in the total amount of land required to be dedicated up to twenty-five (25) percent of the total required parkland dedication for the development. In order for a greenway to be determined eligible, the developer shall design and construct a trail through the greenway to connect to the existing community recreation area or trail system or to future planned community recreation areas or trails.

13-4-11 Separate Account

1. Any fees or other funds that are collected by the city for the purpose of satisfying the requirements of this chapter shall be deposited in a separate account, and shall be used only to acquire or develop new public community recreation areas, open spaces or public community recreation infrastructure that most-directly benefits the residential development from which the funds were obtained, and as shall be approved, ordered and directed by the City Council. The City Council may, at its sole discretion, request or direct the Parks and Recreation Board to make a recommendation for the expenditure of said funds.
2. Any and all interest accumulated from such funds shall accrue to the separate account, and shall be used only for acquisition and development of public community recreation areas and open spaces in the same manner as the funds that generated the interest to the extent practical, but in all cases to provide additional public community recreation areas, open space and park infrastructure that will serve and benefit the residents of the developments that provided such funds.
3. No such funds or accumulated interest shall be used to replace, repair or maintain any public community recreation infrastructure that exists or did exist at any prior time, or otherwise finds that expenditure of such funds or interest to re-establish the previously existing infrastructure does in fact thereby constitute and provide new and additional recreational opportunities and services to the residents of a new development from which such funds or interest were generated.

13-5 Addressing

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- 13-5-5 Suffixes
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- 13-5-7 Street Naming Guidelines
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13-5-1 Purpose

The purpose of this ordinance is to establish standards for the naming of roadways and assignment of numbers to all dwellings, principal buildings, businesses and industries to assist emergency service agencies, the United States Postal Service, and the public.

13-5-2 Assigned By

The Development Services Director, or designated person, shall be the Addressing Administrator for the City.

1. In those situations where the Addressing Administrator is unsure of the need for street names, or is unclear as to the best manner in which to address a residential subdivision or commercial, office, or industrial development, the Addressing Administrator may request the assistance of the Addressing Review Committee.
2. The Addressing Review Committee shall be formed by the Addressing Administrator from time to time as needed and will be comprised of one (1) representative from the following departments:
 - A. Police
 - B. Fire
 - C. EMS
 - D. GIS
 - E. Planning Division
 - F. Building Division
 - G. Public Works

13-5-3 When Assigned

Street names and addresses will be assigned during the Development Review Process by the Addressing Administrator. Street Names and Addresses will be finalized at the time of Site Plan and Final Plat approval.

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 shall 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 Addressing Review Committee as long as the suffix is defined by the United States Postal Service (USPS) official suffix guidelines.

1. Major and minor arterial streets shall be identified with any of the following suffixes:
 - A. Boulevard (BLVD)

- B. Drive (DR)
 - C. Highway (HWY)
 - D. Road (RD)
 - E. Street (ST)
2. Major and minor collector streets shall be identified with any of the following suffixes:
 - A. Avenue (AVE)
 - B. Circle (CIR)
 - C. Crossing (XING)
 - D. Drive (DR)
 - E. Glenn (GLN)
 - F. Lane (LN)
 - G. Road (RD)
 - H. Street (ST)
 3. Dead end and loop streets shall be identified with any of the following suffixes:
 - A. Circle (CIR)
 - B. Court (CT)
 - C. Crossing (XING)
 - D. Lane (LN)
 - E. Place (PL)
 - F. Point (PT)

13-5-6 Streets Requiring Names

A roadway will be named if it is determined by the Addressing Administrator that the layout and density of a project requires street names in order to provide adequate emergency services. The following factors shall be considered when determining whether a street should be named:

1. If the roadway is maintained by the City.
2. Number of vehicle access drives into or within the development.
3. Location of full access turning movements into a site from adjacent main thoroughfares.
4. Geometry of streets within development.
5. The density of development.
6. Multiple buildings or lots.
7. Provides vehicle access to public use areas.
8. Has been identified by any emergency response agency to aid in response to any residential, commercial, or industrial building or development.

For the purpose of naming streets only, roadways are defined as that public or private right-of-way which provides vehicular access to the associated parking areas for any business, multi-family dwelling, or public use area, or which provides vehicular access to individual private driveways for single-family and townhome dwellings and commercial properties. Vehicle drive aisles through parking lots shall not be considered roadways for naming purposes.

13-5-7 Street Naming Guidelines

The following standards shall be used:

1. Streets shall not have complicated words, duplicate, similar sounding, or similarly spelled names.
2. In general, north/south streets shall be named and east/west streets shall be numbered.
3. Parallel streets shall not have the same root name. In situations where street spacing or alignment prevents the numbering of north-south streets without duplication of a neighboring street's root name, such streets shall be named
4. Numbers used as street names shall not be spelled out (e.g., First Street is not allowed).
5. Cardinal directions shall not be used as street names (e.g., East Street is not allowed).

6. Punctuation or special characters in street names shall not be allowed. No periods or spaces shall be placed after initials of streets (e.g., J W Grimes Blvd, J. W. Grimes Blvd, and J-W Grimes Blvd are not allowed).
7. A single street name shall not include multiple suffixes as defined by the United States Postal Service. (e.g., 4th Street Place is not allowed).
8. Streets shall not be named after a person's first or last name unless done so by proclamation of the City Council in order to honor an individual.
9. If a proposed street is a natural extension of or is in general alignment with an existing street, the proposed street shall have the same root street name as the existing street. The appropriate suffix shall be given depending upon whether the street appears to be a permanent dead end or could possibly be extended at a future time. A proposed street shall be considered in general alignment with an existing street if it is located less than one hundred fifty (150) feet from centerline to centerline.
10. Where a street involves a curve that changes the predominate direction of the street, as determined by the Addressing Administrator, a different street name shall be required either at the curve's midpoint or at an intersecting street if it is in close proximity to the curves midpoint.
11. Street names should to the extent possible be a maximum of twenty-four (24) characters in length, including spaces and street prefix and suffix.
12. Themed streets are encouraged for large subdivisions, but are not required. The need for themed streets shall be at the discretion of the Addressing Administrator.
13. Diagonal streets shall be treated as either north-south or east-west streets.
14. "U" shaped or circular streets shall have addresses start from an intersection and increase along the centerline. Odd addresses shall be on one side of the street and even addresses shall be on the opposite side of the street for the entire street centerline.

13-5-8 Address Numbering General Rules

1. East/west streets shall have odd addresses on the north side and even addresses on the south side of the street. Numbering will increase north or south as the distance from 1st Street increases.
2. North/south streets shall have even addresses on the west side and odd addresses on the east side of the street. Numbering will increase east or west as the distance from James Street increases.
3. Two sites shall not have the same address number if their streets have the same root name but different suffixes.
4. Where a street involves a curve that changes the predominate direction of the street and the street name changes, the numbering shall change from east-west numbering to north-south numbering or visa-versa.
5. Address numbers shall be proportioned along the length of each block to allow for future infill.
6. Hundred blocks should change near the address map grid lines or at a street intersection. Minor deviations of hundred block locations are allowable to make block number changes at street intersections or other logical locations and/or to fit in with the existing surrounding area addresses. The general hundred block length is approximately three hundred (300) feet in both directions.
7. There shall 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).

13-5-9 Reserved Address Numbers

Address numbers XX00, XX01, XX98, and XX99 at each street intersection shall be reserved for utility boxes, traffic signal boxes, etc.

13-5-10 Residential Address Numbering

1. Detached Residential Dwellings. Each lot shall be assigned an individual address number based on the center of the lot. Corner lots may be assigned multiple addresses, one for each street frontage. The owner/builder shall choose which address to use based on the location of the front entry. Accessory buildings shall be addressed if the building contains a housing unit.
2. Attached Residential Dwellings. The Addressing Administrator shall have the discretion to use one (1) of the following naming/addressing measures:
 - A. Buildings with a dedicated external entry into each individual dwelling unit shall be assigned an individual address number for the primary entry that faces the roadway. The address number is based

on the center of the unit.

1. The address numbers shall increment by four (4) for each unit within a given structure.
- B. Each building with a common entry which has interior corridors leading to individual dwelling units shall have an individual address off of a named roadway. Dwelling units within the building shall be numbered based upon a combination of the floor and unit number: the floor being the first digit(s) followed by the two-digit unit number. The address number is based on the center of the building.
 1. 101 Main St, 2nd Floor, Unit 3 would be addressed as 101 Main St, Unit 203.
 2. Apartment units shall be denoted as Apt.
 3. Condominium units shall be denoted as Unit.
- C. Road names shall end in Lane (LN) within the development unless continuing through to adjacent properties.
3. Mobile home parks shall name the road(s) in the park and number the homes as single-family dwellings with sequential addressing.

13-5-11 Commercial Address Numbering

1. Each building receives an individual address off a named roadway. For buildings under three hundred (300) feet in length, the address shall be determined by the center of the building on the street where the full access is granted.
 - A. For multiple habitable buildings on site, counting up by ten (10) is strongly encouraged for buildings in the rear. The parcel address is the first building on site.
 - B. A building is assigned an address if the habitable space exceeds one thousand (1000) square feet, or if a fire suppression system is required.
 - C. A site may use BLDG 1, 2, 3, etc. instead of individual addresses for each structure.
2. In multi-tenant buildings, suites shall use a numerical system starting with one hundred (100) and counting up by four (4) along the main vehicle travel path of the building. For buildings over forty thousand (40,000) square feet, the use of the hundreds shall be used.
3. In multi-story buildings, the first digit of the suite numbers shall correspond to the floor the suite is located (i.e. 201 is on the second floor, 303 is on the third floor).
4. No suites shall move their number from the original location. If a suite expands into a neighboring suite, both suites shall use the same suite number.
5. Alpha lettering (A, B, C, etc.) is not allowed for suites.
6. All exterior doors shall be labeled with a suite number.

13-5-12 Responsibility for Display of Address Numbers

Size and location of address numbers shall be consistent with requirements in the Grimes Building Code [11-11](#) and the Grimes Fire Code [11-6](#).

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 address number. It shall be unlawful to cover any address number with any sign, drapery, or other obstruction tending to conceal such number.

13-5-13 Developers/Builders

1. A developer may request a street name within a development. The Addressing Administrator will decide the final name.
2. Signs shall be constructed in conformance with the current Manual on Uniform Traffic Control Devices (MUTCD).
3. Street names signs are required to follow the design standards established by Grimes Public Works.
4. Signs shall generally not be installed within public utility easements.
5. All financial costs associated with the production, installation, and maintenance of private roadway signs are the responsibility of the property owner.

6. Developer/builder shall install private street signs when the project is substantially completed and before any occupancy permit will be issued.
7. Developer/builder shall obtain an address for each lot, building, and/or bay before receiving a building permit or approval of a subdivision plat. If a building has multiple units or suites, unit or suite numbers shall be assigned prior to beginning construction. If the lot has two addresses, such as a corner lot, the developer/builder shall request the address corresponding with the primary entry.

13-5-14 Private Street Signs

1. Street Name Sign Design.
 - A. As part of the development review process, for any project with named private streets, the developer shall submit a signage plan for street name signs. The plan shall detail the location of the street name signs and any wayfinding signs.
 - B. Street name sign blades for private roadways shall match public street signs in design and color with the exception that they shall have 'PVT' following the street name. The developer shall contact Public Works when the sign schedule has been finalized. Public Works will manufacture and furnish the signs and posts. The developer shall pay for the signs at the time of pick up from the Public Works Facility. All signs identified in a sign plan shall be picked up all at once regardless of construction phasing. Fees for the signs and posts shall be established by the City fee schedule.
2. Street Sign Maintenance.
 - A. All private street name signs shall be maintained in an upright position.
 - B. Legibility of all private street name signs shall be maintained. As determined by the City, any private street name sign that is damaged or faded to the point legibility is compromised, such sign shall be repaired or replaced. Any Public Safety agency may notify the City to any private street sign that needs replaced or maintained.
 - C. The City will identify and replace any damaged street name signs, install the new street name sign, and bill the private property owner for the cost to replace the sign.
 - D. On-going maintenance, repair, and replacement of all other private signs shall be the responsibility of the property owner.

13-5-15 Readdressing

Outlined below is a process for assigning street names to existing roadways and readdressing established structures in order to assist emergency services agencies in the timely and efficient provision of services.

1. The Addressing Administrator will determine if readdressing an existing development or site is necessary based on the following criteria:
 - A. If any one of the emergency service agencies deems it necessary to aid in the response to any residential, commercial, or industrial building or development.
 - B. The existing address number is out of sequence with the adjacent address numbers.
 - C. The address number is duplicated or the same address number exists on a similarly named street.
 - D. The existing or newly remodeled main entrance is on a different street.
 - E. The existing address or street name is not in conformance with this chapter.
 - F. Other hardship as determined by the Addressing Administrator.
2. New addresses and/or street names will be assigned by the designated Addressing Administrator with the assistance of the Addressing Review Committee upon request.
3. All readdressing of structures and renaming streets will go before the City Council for consideration following adequate notification to the property owners before the meeting date.

If an address number or street name is changed for any reason, the City shall be responsible for assigning the new address. 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 change the posted address numbers within thirty (30) days of receipt of such notice. The property owner or business owner/manager will be responsible for notifying all suppliers and others of the address change. The City shall provide a change of address letter to the property owner and/or business owner/manager.

13-5-16 Petitioner's Request for Readdressing

A property owner and/or homeowner's association may submit a written petition to the Addressing Administrator requesting a readdressing of an established development. In developments with multiple property owners, eighty percent (80%) of the property owners must consent to the readdressing with a non-response considered as a non-consenting vote.

1. The Addressing Administrator will review the request based on the following criteria:
 - A. Number of vehicle access drives into or within a development.
 - B. Location of full-access turning movements into a site from adjacent main thoroughfares.
 - C. Geometry of streets within development.
 - D. Density of the development.
 - E. Number of buildings.
 - F. Vehicle access to public use areas.
 - G. Provision of emergency services.
2. The petitioner will be responsible for all costs associated with the readdressing request including but not limited to the following; production, installation and maintenance of private street signs, staff time, and additional wayfinding signage as deemed necessary by Emergency Service agencies.

13-5-17 Municipal Annexation

1. When the City annexes an existing roadway, the City shall change the name of the annexed roadway to conform with the guidelines outlined herein.
2. When the City annexes existing land, the City shall change the address of the property to conform with the guidelines outlined herein, unless otherwise noted in the annexation agreement.

13-5-18 Municipal Officials

Municipal officials are responsible for:

1. Resolving road name duplication within a municipality in compliance with municipal policy.
2. Requiring that the applicant have an address assigned prior to receiving a building permit.
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. Informing property owners along the street in the event a street name must be changed.
5. Fabricating and installing street name signs at the intersections of all new public roads in accordance with the current federal guidelines.
6. Maintaining street name signs at the intersections of all existing public roads in accordance with the current federal guidelines.
7. Requiring posting of address numbers consistent with this policy.
8. Administering this policy.
9. Maintaining a City database of street names and addresses.
10. Reviewing subdivision requests for conformance with this policy.
11. Reviewing requests for street name changes for compliance with this policy.
12. Notifying the United States Postal Service (USPS), Polk and/or Dallas County, utility companies, and emergency services of street name changes.
13. Establishing, assigning and, when necessary, changing address numbers in accordance with this policy.
14. Having the responsibility of notifying persons who are in violation of this policy.

13-5-19 Notice to Comply

Municipal officials shall be authorized to inspect 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 thirty (30) days constitutes a municipal infraction subject to Chapter 1-3 of the Grimes Code of Ordinances.

13-5-20 Street Names in Dallas County

1. The first mile west of County Line Road shall use road names common with meadows.
 - A. Meadowbrooke, Blossom, Winterberry, Tigerlily, Switchgrass, Feather Reed, Hawthorne, Elderberry, Fern, Cattail, Arrowwood, Merrybell, Goldfield, Aster, Mustang Run, Coldstream, Creekbend, Blue Sky, Creekside, Boulder, Echo Hill, Wolf Creek, Deer Run, Spring View, River Run, Apple Creek, and Prairie View.
2. The second mile west of County Line Road shall use road names common with birds and butterflies.
 - A. Lark, Oriole, Raven, Falcon, Robin, Sparrow, Blue Jay, Blue Heron, Goldfinch, Starling, Brimstone, Golden Eagle, Grayling, Monarch, Mallard, Pintail, Hummingbird, Kingfisher, Barn Owl, Chichadee, and Grackle.

13-6 Stormwater Management and Erosion and Sediment Control

Contents:

13-6-1 Purpose

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13-6-6 Enforcement of Stop Work Order

13-6-7 Enforcement by Legal or Administrative Action

13-6-8 Appeal

13-6-1 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.

13-6-2 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 stormwater 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.

13-6-3 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.

13-6-4 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 13-6-6.
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.

13-6-5 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 13-6-6 and 13-6-7 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 [13-6-6](#) or [13-6-7](#) 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.

13-6-6 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 [13-6-7](#) 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 [13-6-7](#) 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 [13-6-7](#) 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.

13-6-7 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 Section 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.

13-6-8 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 Iowa Code Chapter 21, 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 Iowa Code Chapter 17A. 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.

13-7 Post Construction Stormwater Management

Contents:

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- 11-2-2 Definitions
- 13-7-2 Findings of Fact
- 13-7-3 Incorporation by Reference
- 13-7-4 Stormwater Management Standards
- 13-7-5 Applicability of Stormwater Management Standards
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- 13-7-8 Permit Procedures and Requirements
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- 13-7-13 Enforcement by Legal or Administrative Action
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13-7-1 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:

1. 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;
2. Minimize increases in nonpoint source pollution caused by stormwater runoff from development which would otherwise degrade local water quality;
3. 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

4. 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.
5. Minimize the amount of Total Suspended Solids (TSS) present in stormwater runoff from development which would otherwise degrade local water quality.

Terms in this chapter other than those specifically defined in [13-2](#) shall have the meanings set out in the Iowa Stormwater Management Manual.

13-7-2 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 stormwater 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.

13-7-3 Incorporation by Reference

For the purpose of this chapter, the City hereby adopts the Iowa Stormwater Management Manual (ISWMM), in its most current form, and any future editions thereof, for management of stormwater. The ISWMM is written as a guideline recommending certain techniques and advising against others in order to accomplish goals related to managing water volume and quality. Unless otherwise stated in this ordinance, any BMP installation that complies with the provisions of the ISWMM, or future editions thereof, at the time of installation shall be deemed to have been installed in accordance with this ordinance.

1. Terms. The terms of the ISWMM shall be used in the following ways in the City:
 - A. Where the ISWMM states a design element or technique is "Essential", it shall be required by the City.
 - B. Where the ISWMM states a design element or technique is "Target", such design element or technique is desired by the City and a property owner or development applicant shall make every

effort to accomplish.

- C. Where the ISWMM states a given design element or technique is "Advisory", the design element or technique shall not be used in the City.
- D. In cases where the ISWMM does not speak to a stormwater issue, such as sizing or installation of pipes, the City shall follow the Statewide Urban Design and Specifications (SUDAS) and the City of Grimes Supplemental Specifications to SUDAS, or streambank stabilization in the Iowa River Restoration Toolbox, on file with the Iowa DNR, as applicable.

13-7-4 Stormwater Management Standards

When applicable as described in Section 13-7-5 of this ordinance, all development and redevelopment sites shall meet the requirements of the Unified Sizing Criteria (USC), as described within the Iowa Stormwater Management Manual (ISWMM) and as noted below, unless management has been designated for an alternative off-site location or some other exemption or allowance has been prior approved by the City as described in Sections 13-7-6 and 13-7-9 of this ordinance.

1. Water Quality Volume Standard: To reduce potential increases in downstream water pollution, practices or techniques shall be employed that capture and treat runoff from a one and one-quarter (1.25) inch rainfall event, as further defined within the ISWMM.
2. Channel Protection Standard: As urban developments occur, some of the largest increases in runoff rate and volume (by percentage increase) occur during the smaller, more frequently occurring storm events. For this reason, practices or techniques shall be employed that provide extended detention of the 1-year, 24-hour storm event – with release rates established as per methods defined within the ISWMM manual to provide a minimum drawdown period of twenty-four (24) hours.
3. Overbank Flood Protection Standards: To minimize surcharge of downstream storm sewer systems and reduce the frequency of flash flooding along urban streams and tributaries, practices and techniques shall be employed that limit allowable peak release rates that are anticipated to occur post-development during the 2-, 5- and 10-year, 24-hour storm events to levels no greater than those expected to occur from natural conditions a given site from a similar storm event (e.g. the post-development release rate from a 5-year storm event will be no greater than the natural release rate from a 5-year storm event).
 - A. Natural conditions shall be defined as stated in Chapter 13-2, with times of concentration and Curve Numbers calculated or selected on that basis.
 - B. Soil Group information shall be determined from current County Soil maps as available through the NRCS. If a Soil Group type has not been identified for a given location, the natural condition shall be assumed to be Hydrologic Soil Group B and the post-developed condition shall be assumed to be Hydrologic Soil Group C, unless geotechnical studies are provided for City review that provide evidence for use of another Soil Group for analysis.
4. Extreme Flood Protection Standard: To reduce the frequency and impacts caused by larger flood events practices and techniques shall be employed that limit allowable peak release rates that are anticipated to occur post-development during the 25-, 50-, and 100-year, 24-hour storm events to levels no greater than those expected to occur from natural conditions on a given site from a similar storm event (e.g. the post-development release rate from a 100-year storm event will be no greater than the natural release rate from a 100-year storm event).
 - A. Natural conditions shall be defined as previously noted, with times of concentration and Curve Numbers calculated or selected on that basis.
 - B. Detention of events larger than the 100-year storm event are not required, however, the runoff pattern expected to be created by the 500-year, 24-hr storm event should be studied.
 - C. Surface water flowage easements shall be provided as needed to reserve a safe and clear path for the width of expected concentrated flows for this type of event.
5. All development or redevelopment sites shall be designed using Better Site Design principals. Better Site Design principals shall be defined as noted in Chapter 13-2. Site design should address open space protection, impervious cover minimization, and runoff distribution and minimization, and runoff utilization through considerations such as:
 - A. Open Space Protection and Restoration
 1. Conservation of existing natural areas (upland and wetland)
 - a. Reforestation

- b. Re-establishment of prairies
 - c. Restoration of Wetlands
 - d. Establishment or protection of stream, shoreline and wetland buffers
 - e. Re-establishment of native vegetation into the landscape
- B. Reduction of impervious cover
- 1. Reduce new impervious area through redevelopment of existing sites and use of existing roadways, trails, etc.
 - 2. Minimize street width, parking space size, driveway length, sidewalk width.
 - 3. Reduce impervious surface footprint.
- C. Distribution and minimization of runoff.
- 1. Utilize vegetated areas for stormwater treatment (e.g. parking lot islands, vegetated areas along property boundaries, front and rear yards, building landscaping).
 - 2. Direct impervious surface runoff to vegetated areas or to designed treatment areas (roofs, parking, driveways drain to pervious areas, not directly to storm sewer or other conveyances)
 - 3. Encourage infiltration and soil storage of runoff through grass channel, soil compost amendment, vegetated swales, raingardens, etc.
 - 4. Plant vegetation that does not require irrigation beyond natural rainfall and runoff from the site.

13-7-5 Applicability of Stormwater Management Standards

The above stated requirements of the USC as presented by the ISWMM are to be implemented when any of the criteria presented in this section are met. This ordinance shall not be applicable to subdivisions or site plan applications that are eligible for an exemption under Section [13-7-6](#) of this ordinance or are granted a waiver by the City under Section [13-7-9](#) of this chapter.

- 1. New Development. Any new development of land adding more than ten thousand (10,000) square feet of new impervious surface shall provide stormwater management as outlined above. This threshold is a cumulative amount of new square footage and may be reached over time in increments. At such time that a development site exceeds ten thousand (10,000) cumulative square feet of new impervious surface, the site will be required to become compliant with this ordinance.
- 2. Redevelopment. Any redevelopment adding more than ten thousand (10,000) square feet of new impervious surface but disturbing less than fifty percent (50%) of the site shall provide stormwater management at the Water Quality Volume standard. Sites meeting this criteria shall also be asked to meet the Channel Protection standard or demonstrate why doing so is infeasible. This threshold is cumulative and may be met over time by multiple redevelopment projects. At such time that redevelopment causes a cumulative addition of ten thousand (10,000) square feet or more of impervious surface, the site shall be required to become compliant with this ordinance.
- 3. Any redevelopment disturbing fifty percent (50%) or more of site shall be required to meet the same stormwater management standards as a new development. This threshold is cumulative and may be reached over time. At such time that redevelopment causes a cumulative area of fifty percent (50%) of the site or more to be disturbed, the site shall be required to become compliant with this ordinance.
- 4. City Projects. Stormwater management standards shall apply to all City projects including new community recreation areas and city buildings.

13-7-6 Exemptions

The following activities shall be exempted from meeting the stormwater management standards of this ordinance. When a site development plan is submitted that qualifies as a development defined under Section [13-7-6](#) of this ordinance, decisions on permitting and appropriate on-site BMPs shall be made in accordance with the ISWMM. Final authorization of all development and redevelopment will be determined after a review by the City.

- 1. New development adding less than ten thousand (10,000) square feet of new impervious surface to the site.
- 2. Redevelopment adding less than ten thousand (10,000) square feet of new impervious surface.
- 3. Removal and replacement of impervious surface of the exact same location and area.

4. Logging and agricultural activity that is consistent with an approved soil conservation plan or timber management plan prepared or approved by the appropriate agency, as applicable.
5. Additions or modifications to single family structures.
6. Repairs to any stormwater management BMP deemed necessary by the City.
7. Linear projects such as road construction.

13-7-7 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 102, "Stormwater Management and Erosion and Sediment Control," and Chapter 103, "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.

13-7-8 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:
 1. One (1) electronic copy (.pdf) of the stormwater management concept plan;
 2. 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 13-7-10 of this ordinance.
3. Application Review Fees shall be those set forth in Chapter 13-6 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. All development or redevelopment projects shall begin with a pre-application meeting with the City staff. At said pre-application meeting, City staff will discuss the proposed project with the developer or developer representatives and will review preliminary information provided regarding stormwater management as indicated as required at the pre-application meeting on the City's Stormwater Management Plan Review Checklist.
 1. Items in the pre-application phase need not be final reports or engineering studies nor is that the intent. Rather, these are items for discussion before a lot of site design has taken place. A designer should consider these items at the start of the design process and should discuss with staff. Examples of the items in this section should include: Natural Resources Inventory as listed in Section 13-7-10(2H), Soil Management Plan as listed in Section 13-7-10(2I), map(s) showing existing and proposed conditions as discussed in Section 13-7-10(5), and preparation to discuss Better Site Design Principals being incorporated into the site plan.
 - C. Permit applications shall include the documents defined in 13-7-8(2.B)
 - D. Within fourteen (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.
 - E. 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 fourteen (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.

- F. 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.

13-7-9 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 13-7-9(2) hereof, or unless a written request to the City for a general waiver of BMPs is granted pursuant to paragraph 13-7-9(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:
 1. The proposed development is not likely to impair attainment of the objectives of this ordinance.
 2. 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.
 3. 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 13-7-9(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 13-7-9(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:
 1. Deterioration of existing culverts, bridges, dams, and other structures; or
 2. Degradation of biological functions or habitat; or
 3. Accelerated streambank or streambed erosion or siltation; or
 4. 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 13-7-9(2.A) above can be established to a certainty, or that any one or more of the impacts to downstream waterways specified in 13-7-9(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:
 1. 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.
 2. 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.

3. 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.
4. 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.

13-7-10 Post-Construction Stormwater Management Plan Requirements for Approval

The purpose of a Stormwater Management Plan is to identify in detail how stormwater runoff will be managed from a site including specifications on what stormwater management techniques and facilities will be used and where they will be located. It is the policy of the City of Grimes that stormwater management is planned and designed early in the development process so that developments are built in harmony with nature versus forcing stormwater management to fit a development site design. Therefore, certain items will be discussed at time of a pre-application meeting so that they can be considered before a lot of engineering site design has occurred.

1. Stormwater Management 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. The stormwater management plan shall be prepared by a licensed professional engineer (PE). Each item below shall be submitted by the Applicant to constitute a complete site plan, plat, or grading plan application for City staff review.

2. Report and Narrative Information

- A. Cover sheet including project name, location, engineer and developer contact information.
- B. Table of Contents indication sections and page numbers
- C. Professional certification from an Iowa Licensed Engineer
- D. Summary of any previous studies or master plans.
- E. Natural Conditions and runoff analysis summary
- F. Description and explanation of storm water analysis (i.e. computer-generated hydrographs)
- G. Summary of stormwater management plan detailing compliance with design standards
- H. Natural Resources Inventory
 1. Soil conditions (karst, hydric, etc.)
 2. Forest cover
 3. Topography
 4. Wetlands/Prairie Potholes
 5. Streams and floodplains
 6. Review of FEMA Firm maps
 7. Other Native Vegetative Areas
 8. Environmentally Sensitive Areas such as archeological and/or cultural resources and wildlife areas.
 9. Wellhead protection and drinking water supply management areas

10. Areas of existing stormwater storage
 - I. Soil Management Plan
 1. Review NRCS or USGS soils maps or Geotech reports to identify areas of higher quality soils.
 2. Avoid disturbance of higher quality soils to maximum extent possible including disturbance activities under the drip line of any trees intended to be preserved.
 3. Identify where topsoil is to be stripped, stockpiled and replaced
 4. Identify locations where Soil Quality Restoration techniques are proposed to be used to manage water quality treatment requirements.
 - J. Summary of how Better Site Design Principals have been incorporated into site design.
 - K. Geotechnical report
 - L. Army Corp Section 404 Permit, if applicable
3. Calculation Information

For each calculation, exhibits shall be provided that demonstrate how each is calculated and the assumptions made.

 - A. Runoff coefficient and/or curve number calculations (allowable release rates)
 - B. Time of concentration calculations
 - C. Water volume infiltrated
 - D. Water Quality Volume calculations detention volume required and proposed
 - E. Channel Protection Volume calculations detention volume required and proposed
 - F. Large storm (100 year) calculations detention volume required and proposed
 - G. Storm system capacity calculations (outlet control, pipe capacity, swale/ditch capacity, erosion control and emergency dissipation measures, downstream capacity calculations)
 - H. Runoff and routing hydrographs
 - I. Floodplain modeling if applicable and base flood elevations
4. Project Summary
 - A. Identify method(s) and location of proposed post-construction stormwater management BMPs
 1. Map indicating drainage area of each post-construction BMP
 - B. Describe key design conclusions
 - C. Discuss how proposed management methods comply with requirements
 - D. Post-construction BMP maintenance and repair plan
 1. Operation and maintenance of post-construction BMPs
 - E. Identify post development stormwater impacts to adjacent properties and mitigation measures for any potential impacts.
 - F. Offsite conditions and runoff analysis if applicable
5. Maps
 - A. Existing drainage contour map illustrating and labeling pre-development drainage patterns, basins, swales/ditches, creeks, river, streams, etc. and any other relevant on-site or off-site information
 - B. Proposed drainage contour map illustrating and labeling post development drainage patterns, areas for which storm water management will be provided, conveyance methods (pipes, swales, etc.) and any other relevant on-site or off-site information.
 1. Location of existing and proposed buildings, roads, parking areas, utilities and stormwater management facilities and erosion/sediment control, easements, ROWs
 2. Preliminary stormwater storage estimation
 3. Proposed land use
 4. Existing and proposed drainage patterns
 5. Limits of clearing and grading
 - C. Map(s) identifying where stormwater runoff enters and leaves the project limits.
 - D. Watershed area delineations
 - E. Floodplain delineations

F. Natural Resources Inventory Map

6. Operation and Maintenance

Prior to approval, the developer shall provide to the City an operation and maintenance plan detailing the operation and maintenance and repair procedures for all stormwater BMPs. These plans will identify the parts of components of a stormwater BMP that will need maintained and the equipment or skills/training necessary. The operation and maintenance plan will also identify the responsible parties.

The City will be provided with an easement, right-of-way, or right of access to all stormwater BMPs and shall have the right, but not the obligation to perform any necessary maintenance and repairs in the event the responsible party does not and shall charge or assess expense for said maintenance and repairs to the responsible party.

7. 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 twenty-five (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 completion of various development stages can be made at the discretion of City.

8. 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 year.

B. The maintenance performance security or bond may be released by the City upon a showing satisfactory to the City that:

1. The permit holder has assigned to another boni-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
2. Said assignee-legal-entity has fully accepted such responsibility in a written document that qualifies for recording and has been recorded in the county recorders office under Iowa law; and
3. Said assignee-legal-entity posts a substitute maintenance performance security 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 judgement, still reasonably effective.

13-7-11 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:
 1. Dimensions;
 2. Elevations; and
 3. 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.

13-7-12 Maintenance and Repair of Stormwater BMPs

1. The applicant or owner of every site, or an assignee qualified pursuant to Section 13-7-11, shall be responsible for maintaining as-built stormwater BMPs in an effective state as determined in the sole judgment of City for four (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 13-7-10 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 three (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.

13-7-13 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 Section 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.

13-7-14 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 Iowa Code Chapter 21, 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 Iowa Code Chapter 17A. 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.

**CITY OF
GRIMES**
CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM:

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services ____

*Great Place to Live/Expanded Quality of Life Amenities ____

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to:

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM:

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services ____

*Great Place to Live/Expanded Quality of Life Amenities ____

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to:

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: Meadows Planned Unit Development Amendment

BACKGROUND: The Meadows PUD is proposed to be amended by changing two commercial land use areas along Highway 44 to townhome land use areas. Due to the access limitations and requirements for deceleration lanes along Highway 44, commercial development is not viable. In addition, future Mustang Road (north/south road just west of the development) will be constructed west of the development boundary so connection from the west will not be ideal for commercial development either. The two commercial areas were changed to townhomes to be consistent with the surrounding land use areas in the development. Building orientation and buffering requirements were added to the development agreement to address how the new townhome areas interact with Highway 44.

The multi-family land use area was amended to include civic uses as a permitted use to accommodate the Public Safety Center. Some of the standards for the multi-family area were changed in the development agreement to provide standards that are consistent with commercial development, including building height, parking, and architecture requirements.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: No

BOARD/COMMISSION ACTIONS: Recommendation of Approval – Planning and Zoning Commission – 04/02/2024

STAFF RECOMMENDATION: Staff recommends approval of the Ordinance.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Evann Martin, Assistant Planner, 515-986-4050, emartin@grimesiowa.gov

Prepared by: Evann Martin, Senior Planner

Return to: Evann Martin, Senior Planner

DATE

April 2, 2024

PROJECT NAME

Meadows PUD Amendment

APPLICANT

Hope K Farms, LLC

REQUESTED ACTION

Amendment to the existing Meadows PUD to change portions of commercial to town-home use and accommodate the public safety center

LOCATION

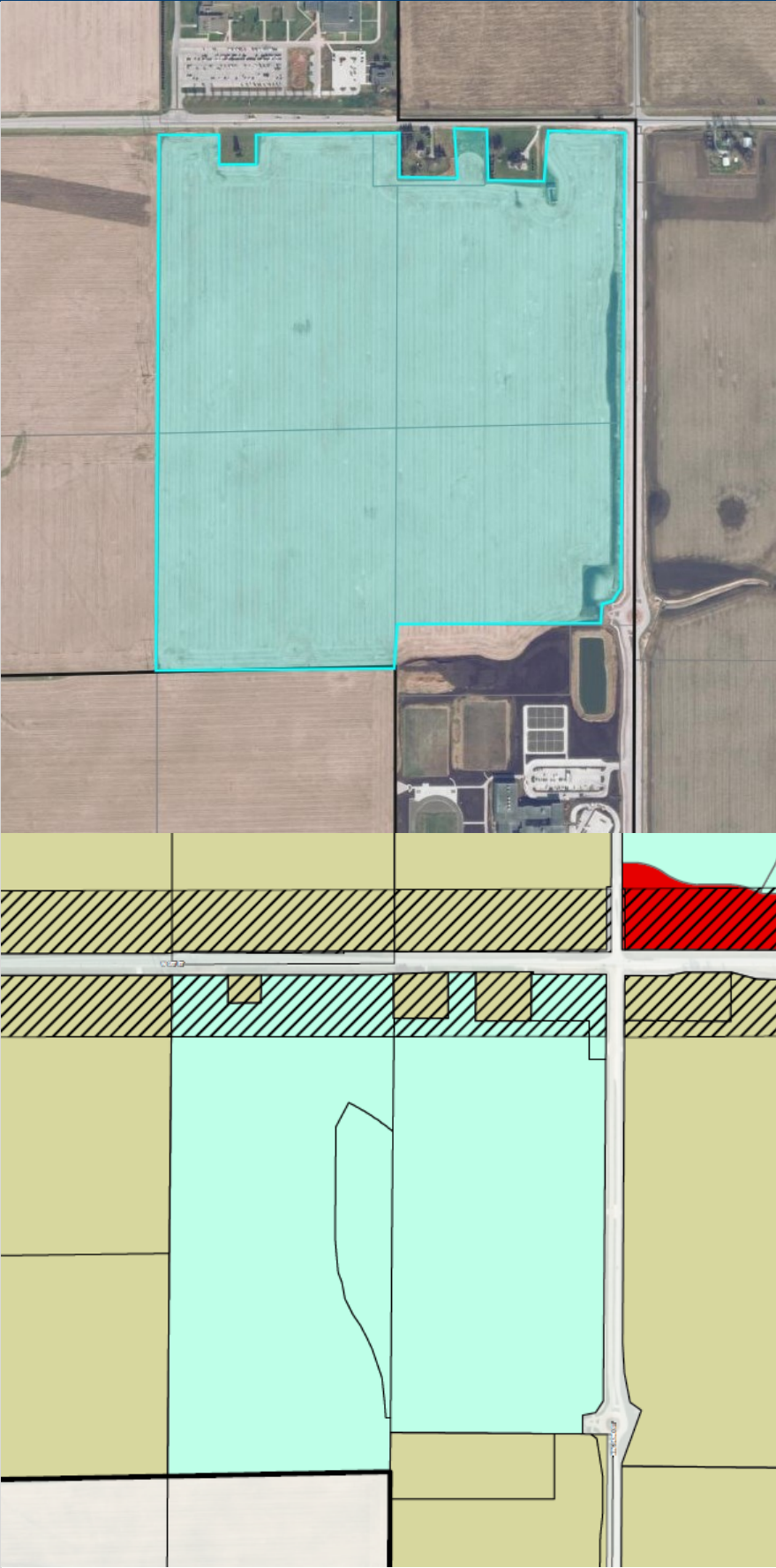
Southwest corner of Highway 44 and SW County Line Road

ZONING

R-4
Meadows PUD

PLANNER

Evann Martin
emartin@grimesiowa.gov
515-986-4050



Location Map

Zoning Map

Relation to Comprehensive & Area Plans

LAND USES & ZONING

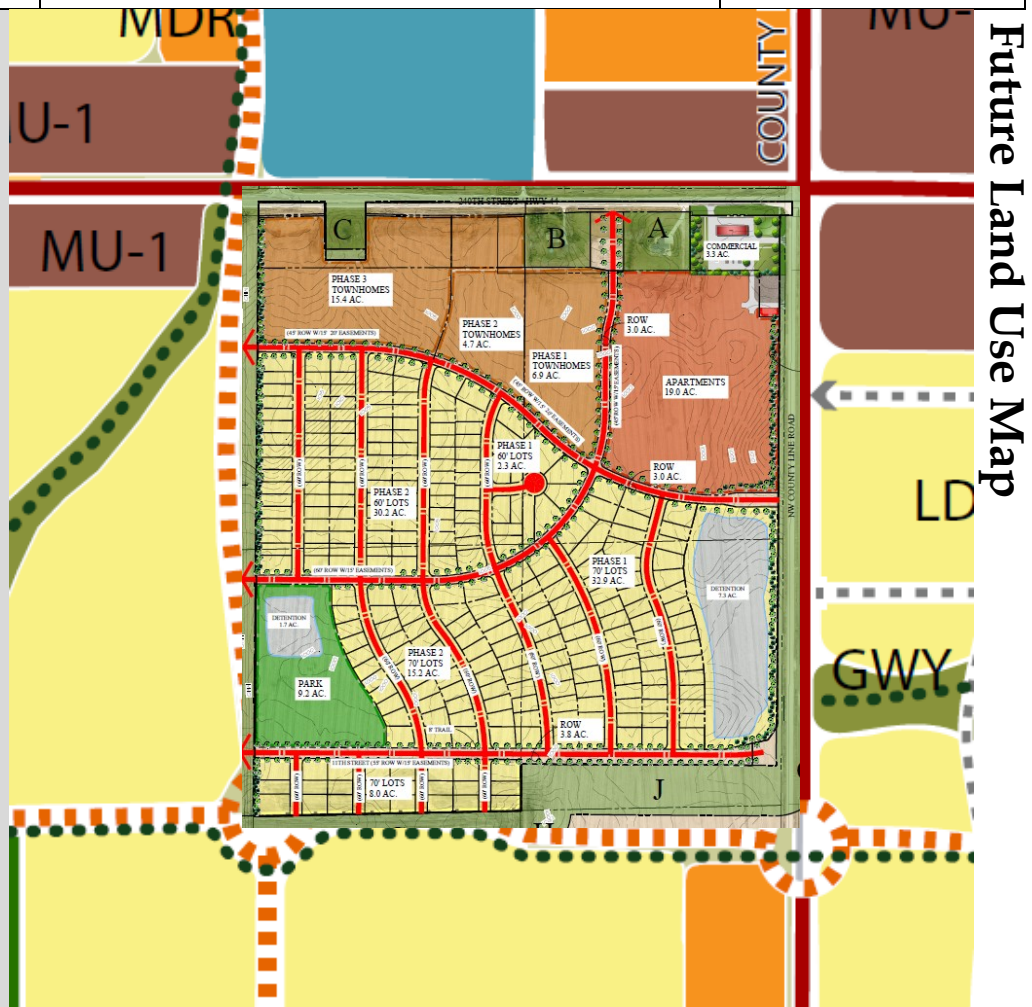
Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Low-Density, Medium-Density, High -Density Residential and Commercial	R-4
North	Vacant/School	Mixed-Use 1/Civic	A-1
South	Vacant/School	Low-Density/Medium Density Residential	A-1
East	Vacant	Low-Density/Medium Density Residential	A-1
West	Vacant	Low-Density/Medium Density Residential	A-1

PARKS

The Parks and Trails Master Plan anticipated a park on the property and a trail along SW 11th Street. The PUD shows a 9.2-acre park and 7.3-acre detention basin for public use as well as the trail along SW 11th Street to be consistent with the Master Plan. The PUD will also provide trail along SW6th/SW4th Street through the development.

No changes to the parks and trails are proposed with the PUD amendment. The existing PUD provides more than the required parkland acreage to cover the residential development, including the additional townhome land use areas.

The due to the small amount of area, approximately 3 acres, converting from commercial to townhome land use, there is no excepted negative impact to traffic or utility usage for the development.



The proposed land use in the Meadows PUD Amendment is consistent with the previous PUD with the exception of changing two commercial land use areas to townhome land use areas (medium-density residential). The change will be compatible with the previous approved land use and the land use of surrounding properties.

Site Layout

Access for the development will be provided via SW 11th Street, SW 6th/4th Street and SW Meadowbrooke Blvd. Access out to Highway 44 will be provided in the future widening improvements on Highway 44.

Trail will be provided along SW 11th Street and SW 6th/4th Street.

Approximately 3 acres of commercial area along Highway 44 is proposed to be converted to medium density townhome area. Buffering requirements along Highway 44 have been added to the development agreement . Alternatively, the townhomes can be designed to provide front porch entries along the highway.

The multi-family residential land use area was modified to include regulations for the public safety center, including to allow civic uses, reduce the building height, and adjusting the architectural requirements. The public safety center will follow the same height and architectural requirements as the commercial land use area in the PUD.



The existing Meadows PUD development agreement will be amended to reflect the proposed changes described throughout this report in relation to the conversion of two commercial land use areas to townhomes land use areas and to accommodate the public safety center.

Utilities & Landscaping

LANDSCAPING

Landscaping throughout the Meadows PUD will remain the same as previously approved with the addition of buffering requirements along Highway 44 for the new townhome areas.

Buffering will be provided where residential development abuts SW County Line Road and along the western boundary of the development. Buffering will also be provided between the Meadows PUD and the existing single-family lots along Highway 44.

Street trees will be provided along SW 11th Street, SW 6th/4th Street and SW Meadowbrooke Blvd.



SANITARY & WATER

No changes are proposed to the planned utilities. Sanitary and water will generally be provided along the public streets in the development.

STORM WATER

A large detention basin will be provide along SW County Line Road and within the future park on the west side of the development. Private detention basins will be provided along the north side of the development.

Conclusion

STAFF RECOMMENDATION

Staff recommends approval of the Meadows PUD Amendment.

Conclusion

The developer is requesting to change two commercial areas along Highway 44, totaling approximately 3 acres, to townhome land use areas. Buffering and building orientation requirements along Highway 44 are proposed to be added to the development agreement.

Modifications to the development agreement are proposed to accommodate the public safety center, including modifications to building height, architecture, and allowing civic uses in the multi-family land use area.

Q:\A-FILES\A-2100\A-2116_C3D Drawings\Rezoning\A2116 Rezoning\G.dwg, 3/14/2024 9:57:30 AM, mshill, 1:1



LEGAL DESCRIPTION:
THE NORTHEAST FRACTIONAL QUARTER (NE 1/4) OF SECTION ONE (1), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, EXCEPT THE CEMETERY LOT BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: COMMENCING 20 RODS EAST OF THE NORTHWEST CORNER THEREOF, THENCE SOUTH 14 RODS; THENCE EAST 12 RODS; THENCE NORTH 14 RODS; THENCE WEST 12 RODS TO THE PLACE OF BEGINNING, AND EXCEPT PARCEL A OF THE NE 1/4 OF NE 1/4 IN SECTION ONE (1), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, AS SHOWN ON SURVEY RECORDED IN BOOK 2003 AT PAGE 21865, AND EXCEPT PARCEL "CC" OF THE NE 1/4 IN SECTION ONE (1), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, AS SHOWN ON SURVEY RECORDED IN BOOK 2012 AT PAGE 20906, AND EXCEPT PARCEL "18-150" OF THE SE 1/4 NE 1/4 OF SECTION 01, TOWNSHIP 19 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF GRIMES, DALLAS COUNTY, IOWA, AN OFFICIAL PARCEL RECORDED IN BOOK 2019, PAGE 2521 AT THE DALLAS COUNTY RECORDER'S OFFICE, CITY OF GRIMES, DALLAS COUNTY, IOWA.

AREA
941,446 SF REZONING AREA

- LEGEND**
- NEIGHBORING AREAS WITHIN 250' OF REZONING
 - AREA BEING REZONED TO R-2 60' SINGLE FAMILY RESIDENTIAL
 - AREA BEING REZONED TO R-2 60' SINGLE FAMILY RESIDENTIAL
 - AREA BEING REZONED TO R-3 MED MULTI-FAMILY RESIDENTIAL
 - AREA BEING REZONED TO R-3 HIGH MULTI-FAMILY RESIDENTIAL
 - AREA BEING REZONED TO C-1 COMMERCIAL

REZONING NEIGHBOR LIST

	Name of Property Owner	Property Address	Mailing Address
A	KNUDSEN, ROGER CHRISTIAN & GINA JTRS	2150 W 1ST ST	2150 W 1ST ST GRIMES IA 50111
B	STOKELY, SCOTT T & ELAINE L JTRS	2250 W 1ST ST	2250 W 1ST ST GRIMES IA 50111
C	CITY OF GRIMES, IOWA		101 NE HARVEY ST GRIMES IA 50111
D	BOHROFEN, J DENNIS		801 SW JAZZWOOD DR GRIMES IA 50111
E	BOHROFEN, J DENNIS		801 SW JAZZWOOD DR GRIMES IA 50111
F	HOPE K FARMS LLC		4500 WESTOWN PKWY STE 277 WEST DES MOINES IA 50266
G	HOPE K FARMS LLC		4500 WESTOWN PKWY STE 277 WEST DES MOINES IA 50266
H	DALLAS CENTER, GRIMES COMMUNITY SCHOOL DISTRICT	2555 W 1ST ST, GRIMES, IA 50111	
J	DALLAS CENTER, GRIMES COMMUNITY SCHOOL DISTRICT	2555 W 1ST ST, GRIMES, IA 50111	
K	ELLIS, LORRAINE E	23831 Y AVE	23831 Y AVE GRIMES, IA 50111
L	DALLAS CENTER-GRIMES COMMUNITY SCHOOL DISTRICT	2555 W 1ST ST, GRIMES, IA 50111	
M	WISE, PHYLLIS R REVOCABLE TRUST		30049 240th St., Dallas Center, IA 50063
N	MICHAEL F. & CHEREEN L BRODERICK	14172 NW 70TH AVE	14172 NW 70TH AVE GRIMES, IA 50111-2043
O	HOPE TIMBER LLC	14172 NW 70th Ave	4500 WESTOWN PKWY STE 277 WEST DES MOINES IA 50266
P	VINCENT R., MICHAEL F, CHEREEN L. BRODERICK	14172 NW 70th Ave	14172 NW 70TH AVE GRIMES, IA 50111-2043
Q	VINCENT R. & MICHAEL F BRODERICK	14172 NW 70th Ave	14172 NW 70TH AVE GRIMES, IA 50111-2043

SCALE: 1"=400' (11"x17")
SCALE: 1"=200' (22"x34")



Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 Urbandale, Iowa 50322
515.276.4884 mail@cecinc.com



DATE: March 14, 2024
DATE OF SURVEY:
DESIGNED BY:
DRAWN BY:
###

THE MEADOWS
GRIMES, IOWA
CONCEPT PLAN

SHEET
OF 1
A-2116

ORDINANCE 788

AN ORDINANCE AMENDING THE MEADOWS PLANNED UNIT DEVELOPMENT

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

SECTION 1. Purpose. This Ordinance is to amend the Meadows Planned Unit Development, for the property legally described in Exhibit A.

SECTION 2. Amendment. As part of this Ordinance, the Meadows Zoning Change and Development Agreement is hereby amended and restated as provided for in Exhibit B.

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. Authorization to Sign. The City Administrator is hereby authorized to and directed to execute the Amended and Restated Meadows Zoning Change and Development Agreement on behalf of the City of Grimes.

SECTION 6. 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 _____, 2024.

ATTEST:

Scott Mikkelsen, Mayor

Jake Anderson, City Clerk

Exhibit A

Legal Description

THE NORTHEAST FRACTIONAL QUARTER (NE FR1/4) OF SECTION ONE (1), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, EXCEPT THE CEMETERY LOT BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: COMMENCING 20 RODS EAST OF THE NORTHWEST CORNER THEREOF, THENCE SOUTH 14 RODS; THENCE EAST 12 RODS; THENCE NORTH 14 RODS; THENCE WEST 12 RODS TO THE PLACE OF BEGINNING, AND EXCEPT PARCEL A OF THE NE FR1/4 OF NE 1/4 IN SECTION ONE (1), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, AS SHOWN ON SURVEY RECORDED IN BOOK 2003 AT PAGE 21865, AND EXCEPT PARCEL "CC" OF THE NE 1/4 IN SECTION ONE (1), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, AS SHOWN ON SURVEY RECORDED IN BOOK 2012 AT PAGE 20906, AND EXCEPT PARCEL '18-158' OF THE SE1/4 NE1/4 OF SECTION 01, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF GRIMES, DALLAS COUNTY, IOWA, AN OFFICIAL PARCEL RECORDED IN BOOK 2019, PAGE 2521 AT THE DALLAS COUNTY RECORDER'S OFFICE, CITY OF GRIMES, DALLAS COUNTY, IOWA.

**AMENDED AND RESTATED MEADOWS
ZONING CHANGE AND DEVELOPMENT AGREEMENT**

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between the City of Grimes, IOWA, a municipal corporation (the "City") and Hope Development and Realty, LLC (the "Developer"), City, and MidAmerican Energy Company ("MidAmerican") (collectively referred to herein as "Property Owner" or "the Parties");

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

WHEREAS, the Property Owner has submitted a master plan prepared by Civil Engineering Consultants, Inc., identifying the Property to be developed as a mixed-use neighborhood as set forth in Exhibit "B", attached hereto (the "Master Plan"); and

WHEREAS, the City and Property Owner now desire that the Property be rezoned from A-1 to PUD, prior to development in accordance with, and in consideration of, the provisions of this Agreement and Section 414.5 of the Iowa Code; and

WHEREAS, Property Owner and the City wish to set forth their agreements with respect to the conditions and restrictions which will arise with respect to the Property as a result of such rezoning and development.

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

- 1) Rezoning. The property shall be rezoned from A-1 to PUD.
- 2) Master Plan. As required by the PUD regulations, the Property Owner has submitted a master plan, as shown on Exhibit "B", in conjunction with the Property Owners request for rezoning to PUD to allow for the development of the property for a commercial, and residential use neighborhood, referred to herein as the Meadows Development. The overall intent of the neighborhood is to provide reasonable accommodations for development, while preserving the natural areas, and integrating pedestrian facilities with the edges of the development. The Property Owner agrees that the development of the property shall be consistent with the master plan and shall satisfy the following requirements. Any area not addressed within this development agreement shall follow the City of Grimes Zoning Ordinance.
 - (a) Phasing of Subdivision. It is understood that the Property Owner intends to phase the development of the property, and that the Property Owner agrees to obtain

approval from the City of a Final Plat, which subdivides all of the Property into lots and outlots (referred to herein individually as a “Lot” or collectively as the “Lots”).

- (b) Site Plans Required. Property Owner agrees that preliminary plats and site plans will be required for the proposed improvements within each subdivision or lot. Preliminary Plats shall include sufficient details to ensure that the minimum development standards for the Property can be achieved.
- 3) Development Intent. Located along the west side of SW County Line Road and south of Highway 44, the Meadows Development will consist of a mix of residential dwellings, public park, and neighborhood oriented commercial uses. Each use area is further described as follows.
 - (a) Single-Family Residential. Areas designated as Single-Family Residential are intended for traditional stand-alone single-family lots. No multi-family units or commercial uses of any kind will be allowed in these areas. Driveways are to be street loaded and built with attached garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.
 - (b) Townhome Residential. Areas designated as Townhome Residential are intended for traditional attached dwelling units. No multi-family units or commercial uses of any kind will be allowed in these areas. Detached dwellings are considered acceptable, provided they are constructed with the benefit of an owner’s association. Driveways are to be connected to the private streets and constructed with attached garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.
 - (c) Multi-Family Residential. Areas designated as Multi-Family generally are intended for multi-family dwelling units and civic uses. No single-family or commercial uses of any kind will be allowed in these areas. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.
 - (d) Commercial. Areas designated as Commercial are intended to be located along Highway 44 and provide support services for the adjoining residential developments. This area is intended to be developed in a traditional suburban commercial format. Buildings within the Commercial area shall conform to standards within this document, and be reviewed by the City of Grimes.
- 4) Single-Family Residential Regulations. This area is intended to accommodate the construction of single-family dwelling units. The following regulations shall be applicable to any area identified as Single Family, as generally shown on the Master Plan.

(a) Single-Family 70' Wide Lots.

- (i.) Lot Dimensions. A minimum lot width of seventy (70) feet, and a minimum lot area of eight thousand five hundred (8,500) square feet shall be provided.
- (ii.) Minimum Dwelling Size. Single story dwellings must have a main floor finished area of not less than one thousand four hundred (1,400) square feet. All multi-level dwellings, including but not limited to split-levels, one and one-half story dwellings, two-story dwellings, and dwellings having more than two stories must have an above grade finished floor area of not less than one thousand six hundred (1,600) square feet. Basement or partial subgrade level square footage may not be counted towards minimum finished area.
- (iii.) Garage. A minimum three (3) car attached garage shall be provided for every lot.

(b) Single-Family 60' Wide Lots.

- (i.) Lot Dimensions (60' Lots). A minimum lot width of sixty (60) feet, and a minimum lot area of seven thousand five hundred (7,500) square feet shall be provided.
- (ii.) Minimum Dwelling Size. Single story dwellings must have a main floor finished area of not less than one thousand two hundred (1,200) square feet. All multi-level dwellings, including but not limited to split-levels, one and one-half story dwellings, two-story dwellings, and dwellings having more than two stories must have an above grade finished floor area of not less than one thousand four hundred (1,400) square feet. Basement or partial subgrade level square footage may not be counted towards minimum finished area.
- (iii.) Garage. A minimum two (2) car attached garage shall be provided for every lot.

(c) Setbacks. The following setbacks shall apply to all units:

- (i.) Front Yard – Thirty (30) Feet
- (ii.) Rear Yard – Twenty-Five (25) Feet
- (iii.) Side Yard – Five (5) Feet

A two (2) foot projection for non-habitable space is permitted, however the projection must meet all applicable building/fire code standards.

- (d) Height. The maximum height of any building shall be two (2) stories above grade (35-Feet maximum). (See Buffering Section for further requirements).
 - (e) Building Materials. All homes fronting the two (2) western north/south streets within the sixty-foot (60') lot area as shown on Exhibit B, shall be permitted to use vinyl siding. All other homes within the single-family areas shall be constructed with a cementitious siding material with a fifty (50) year warranty (i.e.: similar to James Hardi Plank or LP Smart Side siding) and architectural grade asphalt shingles. A minimum of twenty (20%) percent of the front façade shall be clad in brick/stone or masonry. Stucco shall not be considered a similar masonry material. The single-family dwellings should be designed in a way that compliments the architecture of the dwellings within the neighborhood. More specifically, attempts to include front porches, dormers and other decorative treatments shall be made. Repetition of front facades shall be discouraged.
 - (f) Corner Lots. The lot shall be wide enough to support a twenty-five (25) foot secondary front yard that provides adequate space for the homeowner to enjoy. Typically, this minimum width to support this shall not be less than one hundred and fifteen (115) feet.
 - (g) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.
 - (h) Landscaping (Interior Lots). All dwellings shall provide a minimum of two (2) trees per lot, with at least one (1) tree being planted in the front yard.
 - (i) Landscaping (Dual Frontage Lots). All dwellings shall provide a minimum of two (2) trees per lot planted between the sidewalk and curb along the side street to act as street trees. Street trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group.
- 5) Townhome Residential Regulations. This area is intended to accommodate the construction of attached dwelling units. The following regulations shall be applicable to any area identified as Townhome Residential, as generally shown on the Master Plan.
- (a) Lot Dimensions. No minimum lot dimensions shall apply. Postage Stamp lot development is permitted.
 - (b) Density. The maximum density within the Townhome Residential area shall be eight (8) units per acre.
 - (c) Setbacks. The following setbacks shall apply to all units:

- (i.) Front Yard – Thirty (30) Feet – External Property Lines
- (ii.) Rear Yard – Twenty (20) Feet – From Private Street or Private Sidewalk
- (iii.) Side Yard – Ten (10) Feet – From Private Street
- (iv.) Building Separation – Twenty (20) Feet – From Building Groups

A two (2) foot projection for non-habitable space is permitted, however the projection must meet all applicable building/fire code standards.

- (d) Minimum Dwelling Size. All dwellings with two more bedrooms must have a total finished area of not less than nine hundred (900) square feet, exclusive of garage area. Basement or partial subgrade level square footage may not be counted towards minimum finished area.
- (e) Height. The maximum height of any building shall be two (2) stories above grade (35-Feet maximum).
- (f) Garage. A minimum two (2) car attached garage shall be provided for every unit.
- (g) Parking. Visitor Parking shall be provided in accordance with the Grimes Zoning Ordinance.
- (h) Building Materials. All units shall be constructed with combinations and varying sizes of horizontal and lap siding and architectural grade asphalt shingles. A minimum of twenty-five percent (25%) of the front façade of the buildings shall be clad in brick/stone or masonry. For those buildings that orient towards a public street, a minimum of fifty percent (50%) of the front façade shall be clad in brick/stone or masonry. Comparable alternatives, such as Nichiha fiber cement panels (or similar product) shall be considered a viable substitute for brick/stone or masonry. The units should be designed in a way that compliments the architecture of the dwellings within the area. More specifically, attempts to include front porches, dormers and other decorative treatments shall be made. Repetition of front facades shall be discouraged, and a minimum of three (3) elevation packages shall be provided. The elevation packages should include varying colors, siding textures, and brick/stone or masonry.
- (i) Building Orientation.
 - (i.) SW 4th Street/SW 6th Street. Units along SW 4th Street/SW 6th Street shall have rear-loaded garages with the front door facing toward the public street.
 - (ii.) Highway 44. Units along Highway 44 shall have rear-loaded garages with the front door facing toward Highway 44. Alternatively, a buffer shall be

provided along Highway 44 in accordance with the Townhome Buffer requirements established herein.

- (j) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.
 - (k) Open Space. A minimum of twenty percent (20%) open space shall be provided.
 - (l) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage and located between the sidewalk and street. Street trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space trees. Foundation plantings shall be provided for units facing public streets for the public street facing facades only.
 - (m) Pedestrian. Connections from the units, to a common pedestrian network shall be provided. Future accommodations for connections to public sidewalk and trails should be planned for and constructed by the property owner or association. A five (5) foot PCC sidewalk shall be provided on at least one (1) side of any internal private street.
- 6) Multi-Family Residential Regulations. The following regulations shall be applicable to any multi-family unit or civic use constructed within the Multi-Family area.
- (a) Density. The maximum density within the Multi-Family Residential area shall be eighteen (18) units per acre.
 - (b) Setbacks. The following setbacks shall apply to all units:
 - (i.) Front Yard – Thirty (30) Feet – External Property Lines
 - (ii.) Rear Yard – Twenty (20) Feet – External Property Lines
 - (iii.) Side Yard – Ten (10) Feet – External Property Lines
 - (iv.) Building Separation – Twenty (20) Feet – From Building Groups

A two (2) foot projection for non-habitable space is permitted, however the projection must meet all applicable building/fire code standards.
 - (c) Minimum Dwelling Size. The minimum finished floor area shall be five hundred (500) square feet.
 - (d) Height.

(i.) Multi-Family Uses. The maximum height of any standalone multifamily building shall be four (4) stories above grade or fifty (50) feet maximum.

(ii.) Civic Uses. The maximum height of any building shall be three (3) stories above grade or forty-five (45) feet maximum.

(e) Parking.

(i.) Multi-Family uses shall follow the parking requirements in the Grimes Zoning Ordinance. Any detached garage structures shall not face the public streets. Accommodation for bicycle parking shall be provided as part of the site design. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than twenty (20) parking spaces shall be provided without a landscaped island.

(ii.) Civic uses shall follow the Grimes Zoning Ordinance.

(f) Building Materials.

(i.) Multi-Family - All units shall be constructed with a cementitious siding material with a fifty (50) year warranty (i.e.: similar to James Hardi Plank or LP Smart Side siding) and architectural grade asphalt shingles. A minimum of fifty percent (50%) of the front façade facing the street shall be clad in brick/stone or masonry. A minimum of twenty-five percent (25%) of all other facades shall be clad in brick/stone or masonry. Comparable alternatives, such as Nichiha fiber cement panels (or similar product) shall be considered a viable substitute for brick/stone or masonry. Additionally, door and window trims shall be utilized throughout the design.

(ii.) Civic - Building design shall include a variety of architectural elements and materials in order to break down the massing of the large building so that its scale is compatible to the adjoining residential neighborhood. A minimum of sixty percent (60%) of all façades (exclusive of doors/windows) shall contain brick/stone, or similar concrete or masonry materials.

(g) Façade Design.

(i.) Multi-Family Uses - Building facades shall include a variety of architectural elements in order to bring the scale of the large building down to that of the adjoining single-family neighborhood. The use of dormers, cupola, and articulation of the roof is required in order to bring the scale of

the large building down to that of the adjoining single-family neighborhoods.

(ii.) Civic Uses - Building design shall include a variety of architectural elements, including articulation of the building face in order to break down the massing of the large building so that its scale is compatible to the adjoining residential neighborhood. The use of articulation within the roof line and building face is required in order to bring the scale of the large roof structure down to that of the adjoining residential neighborhood.

(h) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.

(i) Open Space. A minimum of twenty percent (20%) open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space.

(j) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage and located between the sidewalk and street. Street trees shall be a combination of diverse species with no more than five trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space trees, however all terminal parking lot island shall be landscaped with trees.

(k) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access should include strong connections from the public right of way, to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one side of any internal private street.

(l) Signage. Through the development of a site plan, or master plan, a signage package shall be developed that clearly communicates the intent for the development as a whole. It is expected that the sign package, inclusive of building signs, monument signs, and directional signs, be designed consistently and holistically. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.

(m) Outdoor Storage. No outdoor storage is permitted upon the site.

7) Commercial Regulations. This area is intended to accommodate a range of neighborhood oriented commercial uses (retail and service). Auto-oriented uses including multi-tenant

retail, banks, convenience/gas and fast food are appropriate. The primary design consideration is that the uses are developed in a cohesive pattern with careful consideration of the orientation of the buildings along Highway 44 and SW County Line Road. An overall design theme and concept plan shall be developed for the entirety of the development and presented at the time of the plan approval.

(a) Permitted Uses. Any permitted use within the C-2 Zoning District shall be permitted, with the exception of the following.

- (i.) Heavy Automotive Body Repair/Vehicle Repair. Light service or repair shall be permitted.
- (ii.) Any outdoor exercise areas/runs for domesticated animal boarding/kennels shall be limited to use during normal business hours.
- (iii.) Industrial Warehouse Facilities
- (iv.) Mini Storage/Self Storage Facilities
- (v.) Used Car Lots

(b) Building Setbacks. The following setbacks shall apply to all buildings:

- (i.) Front Yard – Twenty- Five (25) Feet
- (ii.) Rear Yard – Twenty-Five (25) Feet
- (iii.) Side Yard (External) – Ten (10) Feet
- (iv.) Side Yard (Internal) – Zero (0) Feet, If the building is not constructed on the property line then five (5) Feet minimum shall be provided
- (v.) Building Separation –Twenty (20) Feet

(c) 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.

(d) Parking Requirements. Off-street parking shall be provided based on the individual uses defined at the time of site plan approval in accordance with the Grimes Zoning Ordinance. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than twenty (20) parking spaces shall be provided without a landscaped island.

- (e) 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.
- (f) Open Space. A minimum of twenty percent (20%) open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty percent (30%) of the required open space.
- (g) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage. Street trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space trees, however all terminal parking lot islands shall be landscaped with trees.

- (h) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access should include strong connections from the public right of way, to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one (1) side of any internal private street.
- (i) Height. The maximum height of any building shall be three (3) stories above grade or forty-five (45) feet maximum.
- (j) Building Materials. Building design shall include a variety of architectural elements and materials in order to break down the massing of the large building so that its scale is compatible to the adjoining residential neighborhood. A minimum of sixty percent (60%) of all façades (exclusive of doors/windows) shall contain brick/stone, or similar concrete or masonry materials.
- (k) Facade Design. Building design shall include a variety of architectural elements, including articulation of the building face in order to break down the massing of the large building so that its scale is compatible to the adjoining residential neighborhood. The use of articulation within the roof line and building face is required in order to bring the scale of the large roof structure down to that of the adjoining residential neighborhood.
- (l) Common Spaces. Planned plazas, patios, courtyards or other similar public spaces are encouraged and expected to be included as part of the site design. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty percent (30%) of the required open space.

- (m) Signage. Through the development of a site plan, or master plan, a signage package shall be developed that clearly communicates the intent for the development as a whole. It is expected that the sign package, inclusive of building signs, monument signs, and directional signs, be designed consistently and holistically. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.
- (n) Outdoor Storage. No outdoor storage is permitted upon the site.

8) 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) Commercial Buffers. A thirty (30) foot buffer shall be provided along the south side of the Commercial areas adjacent to residential development.
- (c) Multi-Family Buffers. A thirty (30) foot buffer shall be provided along Multi-Family area adjacent to the single-family and civic development.
- (d) Townhome Buffers. A thirty (30) foot buffer shall be provided along Highway 44 (if front doors are not oriented toward Highway 44), existing single-family development, and along the western edge of the development as shown in the Master Plan.
- (e) Single-Family Buffers. A thirty (30) foot buffer shall be provided along the rear yards of single-family lots that abut the SW County Line Road right-of-way and along rear yards that abut public streets internal to the development.
- (f) Buffer Landscape Quantities.
 - (i.) Commercial buffers, multi-family buffers, townhome buffers, and buffers for single-family lots that abut SW County Line Road shall provide the following:
 - 1. Thirty (30) foot landscape buffer with 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.
 - (ii.) Buffers for single-family lots that abut public streets internal to the Meadows development shall provide the following:

1. Twenty (20) foot landscape buffer with 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. Buffer landscape quantities shall be planted on top of a three (3) foot tall berm.

- (g) 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.
- (h) 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.

9) Lighting.

- (a) Parking Lot & Accent Lighting. All commercial and multi-family uses shall provide adequate lighting for the parking areas. Accent lighting shall be provided on all buildings, to accentuate the building form and architectural character.
- (b) Private Street Lighting. Street Lighting associated with the private streets shall be provided within the Townhome Residential Areas. All lights shall be downcast, and shall not exceed twenty-five (25) feet in height.
- (c) Public Street Lighting. Street lighting associated with public streets shall be standard MidAmerican Energy Street Lights and black in color.

10) Public and Site Improvements.

- (a) Public Improvements. Public Improvements include the construction of the following:
 - (i.) Developer agrees to construct the necessary streets, water main, sanitary sewer, and storm sewer to serve the development. Public construction drawings shall be prepared and submitted for review and approval.

- (b) Public Sidewalks. Five (5) foot PCC sidewalks shall be provided on two (2) sides of all public streets.
- (c) Private Sidewalks. Five (5) foot PCC sidewalks shall be provided on at least one (1) side of all private streets.
- (d) Trails. An eight (8) foot trail shall be provided along the south side of SW 11th Street and the north side of SW 4th/SW 6th Street.
- (e) 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 water main improvements must be submitted.
- (f) Fees. Developer shall be responsible for the cost associated with the extension of the two (2) northern most east-west streets as shown on the concept plan, from the western boundary of the Property, through the adjoining transmission line easement. The improvements associated with the extension of the two (2) northern most east-west streets shall be limited to PCC pavement, equal in width to the adjoining roads, and associated storm sewer. Developer will provide three estimates to the City at the time construction drawing approval for the adjoining improvements on the Property, and will remit payment to the City for the lower of the three estimates. Payment shall be due at the time of Final Plat.
- (g) Street Right of Way and Easements. At the time of Final Plat, the following street right-of-way shall be granted to the City.
 - (i.) 77.5-Foot Right-of-Way for SW 11th Street adjacent to Dallas Center-Grimes Middle School Plat 1.
 - (ii.) 55-Foot Right-of-Way for SW 11th Street west of Dallas Center-Grimes Middle School Plat 1.
 - (iii.) 45-Foot Right-of-Way for SW 7th Street, SW Meadowbrooke Blvd, SW 4th Street, and SW 6th Street
 - (iv.) 60-Foot Right-of-Way for all other public streets
 - (v.) 15-Foot City Improvement Easement on both sides of the SW 11th Street, SW 7th Street, SW Meadowbrooke Blvd, and the south side of SW 4th Street and SW 6th Street Right-of-Way.
 - (vi.) 20-Foot City Improvement Easement on the north side of SW 4th Street and SW 6th Street.

- 11) Parkland Dedication. The Developer agrees to dedicate parkland shown on Exhibit B, totaling no less than fourteen and one half (14.5) acres. The dedication shall occur with the platting of adjacent properties and street lots.
- 12) Transportation Mixed Use Development Corridor District Overlay. The Meadows Development shall follow the Transportation Mixed Use Development Corridor District Overlay regulations except as otherwise stated in this Agreement.
- 13) 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.
- 14) Security; Lien Rights of City. In the event that the City makes any payments or incurs any costs in connection with the Improvements, which payments or costs are agreed to be paid by Property Owner pursuant to this Agreement, Property Owner hereby agrees that the City shall have a lien on the Property in the amount agreed to be paid by Property Owner. Such lien by the City shall be released by written instrument recorded upon payment in full of the amount that Property Owner is obligated to pay. In the event that such a lien arises, the parties agree that the Property subject to such lien shall not be further platted or divided and no building permits shall issue until such lien is satisfied.
- 15) Binding Personal Obligation and Assignment. The parties hereby acknowledge that the security provided for in this Agreement is not the exclusive remedy available to the City. The obligations of the Property Owner hereunder are personal. In addition to the lien rights described in this Agreement, the City shall have all remedies available to it at law or in equity under the laws of the State of Iowa. The personal obligations of the Property Owner shall not be assignable, and the parties shall not be released from the obligations hereunder by virtue of such assignment, unless prior written approval of such assignment and release is given to the City. In the event that Property Owner sells a plat to a new owner, the City shall agree to the assignment of the obligations created under this Agreement to the purchaser.
- 16) 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.
- 17) 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.

- 18) 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.
- 19) Recording. This Agreement shall be recorded with the Dallas 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.

(SIGNATURE PAGES TO FOLLOW)

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 Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 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 _____

PROPERTY OWNER

Hope Development and Realty, LLC

By: REZA KARGARZADEH

Signature: [Signature]

Title: owner

STATE OF IOWA)

) ss:

COUNTY OF Polk)

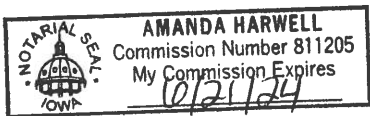
On this 8 day of April, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Reza Kargarzadeh to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Amanda Harwell

Notary Public in and for the

State of Iowa

My Commission expires 10/21/24



PROPERTY OWNER

City of Grimes

By: _____

Signature: _____

Title: _____

STATE OF IOWA)

) ss:

COUNTY OF _____)

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 _____

PROPERTY OWNER

MidAmerican Energy Company

By: BENJAMIN T. KEITH

Signature: [Signature]

Title: VICE PRESIDENT, ELECTRIC TRANSMISSION

STATE OF IOWA)

) ss:

COUNTY OF Scott)

On this 11th day of April, 20 24, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Benjamin T. Keith, 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.

[Signature]



Notary Public in and for the

State of Iowa

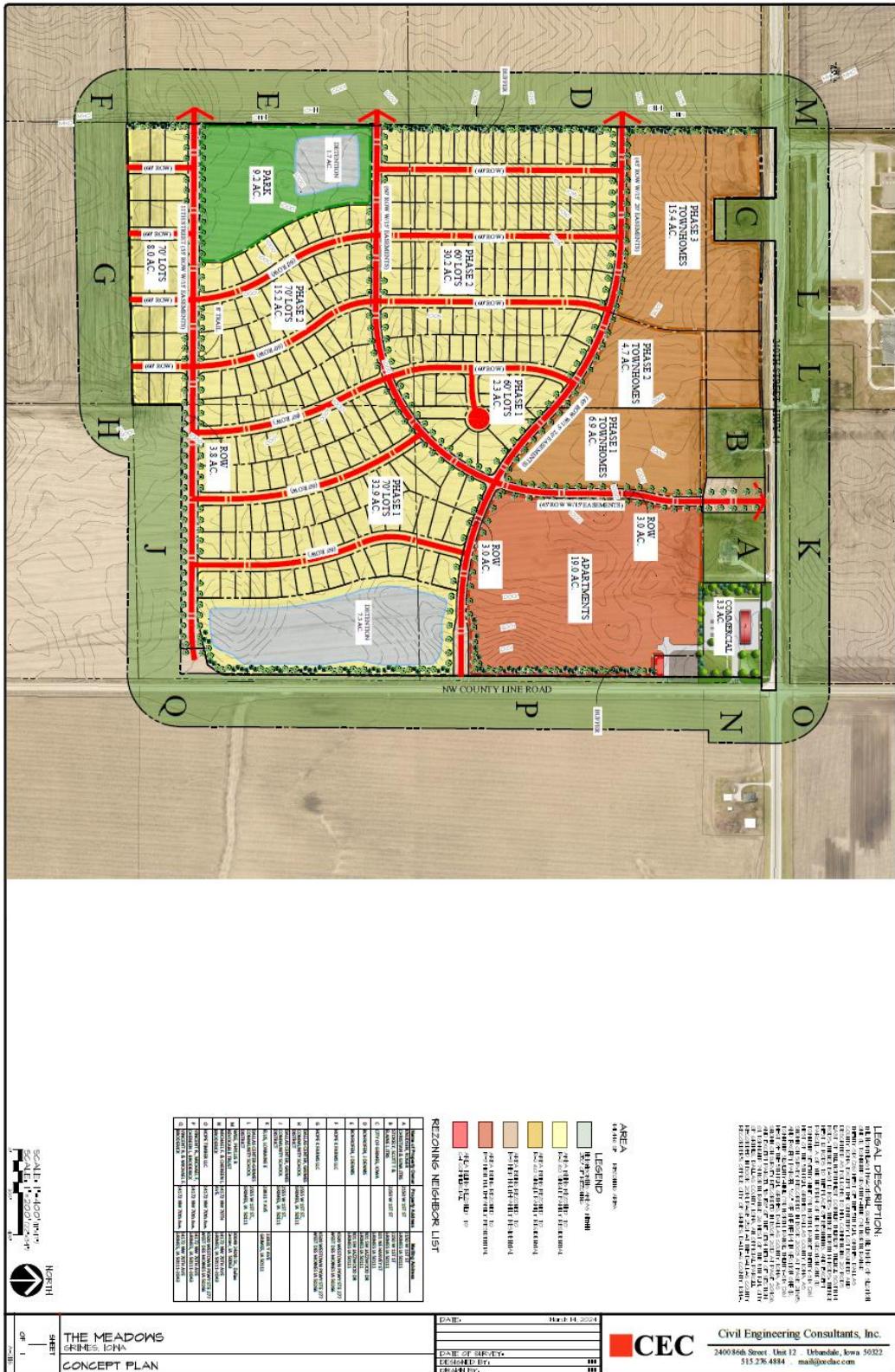
My Commission expires 09/27/2024

Exhibit A

Legal Description

THE NORTHEAST FRACTIONAL QUARTER (NE FR1/4) OF SECTION ONE (1), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, EXCEPT THE CEMETERY LOT BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: COMMENCING 20 RODS EAST OF THE NORTHWEST CORNER THEREOF, THENCE SOUTH 14 RODS; THENCE EAST 12 RODS; THENCE NORTH 14 RODS; THENCE WEST 12 RODS TO THE PLACE OF BEGINNING, AND EXCEPT PARCEL A OF THE NE FR1/4 OF NE 1/4 IN SECTION ONE (1), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, AS SHOWN ON SURVEY RECORDED IN BOOK 2003 AT PAGE 21865, AND EXCEPT PARCEL "CC" OF THE NE 1/4 IN SECTION ONE (1), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, AS SHOWN ON SURVEY RECORDED IN BOOK 2012 AT PAGE 20906, AND EXCEPT PARCEL '18-158' OF THE SE1/4 NE1/4 OF SECTION 01, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF GRIMES, DALLAS COUNTY, IOWA, AN OFFICIAL PARCEL RECORDED IN BOOK 2019, PAGE 2521 AT THE DALLAS COUNTY RECORDER'S OFFICE, CITY OF GRIMES, DALLAS COUNTY, IOWA.

Master Plan



**CITY OF
GRIMES**
CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM:

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services ____

*Great Place to Live/Expanded Quality of Life Amenities ____

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to:

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM:

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services ____

*Great Place to Live/Expanded Quality of Life Amenities ____

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to:

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: Legacy at James Street Lot 4 Site Plan

BACKGROUND: The applicant, Anderson Properties LLC, is requesting approval of a site plan for a 135,000 square-foot warehouse and flex space located at 3510 S James Street. The warehouse is orientated east towards S James Street, with overhead doors and loading docks facing west. The loading areas will be screened from the ROW by a mix of shrubs, evergreen trees and overstory trees. Access to the site will come from a private roadway to the north, or from SW 37th Street to the South. That access will be full access until the widening of SW 37th Street; where then a median will be installed and make that access right-in/right-out only. A sidewalk along SW 37th Street, and a trail along S James Street, will be installed with the future widening of both streets. Parking is measured for a flexible industrial/warehouse space. The site is proposing a total of 283 parking spaces.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: NO

BOARD/COMMISSION ACTIONS: Planning and Zoning Commission Recommendation of Approval - 04/02/2024

STAFF RECOMMENDATION: Staff recommends approval of the Legacy at James Street Lot 4 Site Plan

RESPONSIBLE STAFF/CONTACT INFORMATION:

Molly Mannel, Assistant Planner, 515-986-4050, mmannel@grimesiowa.gov

Prepared by: Molly Mannel, Assistant Planner

Return to: Molly Mannel, Assistant Planner

DATE

April 2, 2024

PROJECT NAME

Legacy at James Street Lot 4

APPLICANT

Anderson Properties

REQUESTED ACTION

Site Plan

LOCATION

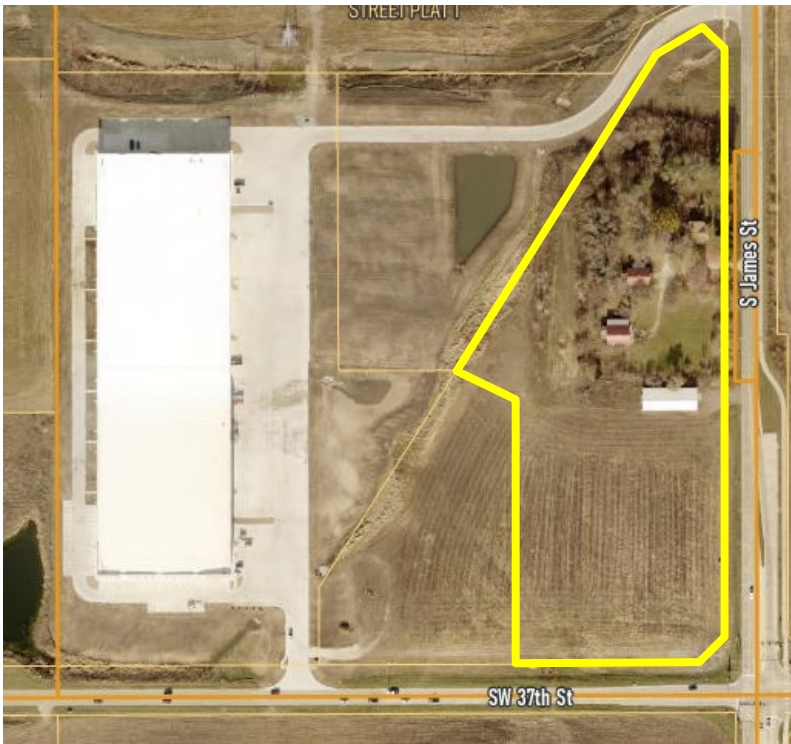
3510 S James Street

ZONING

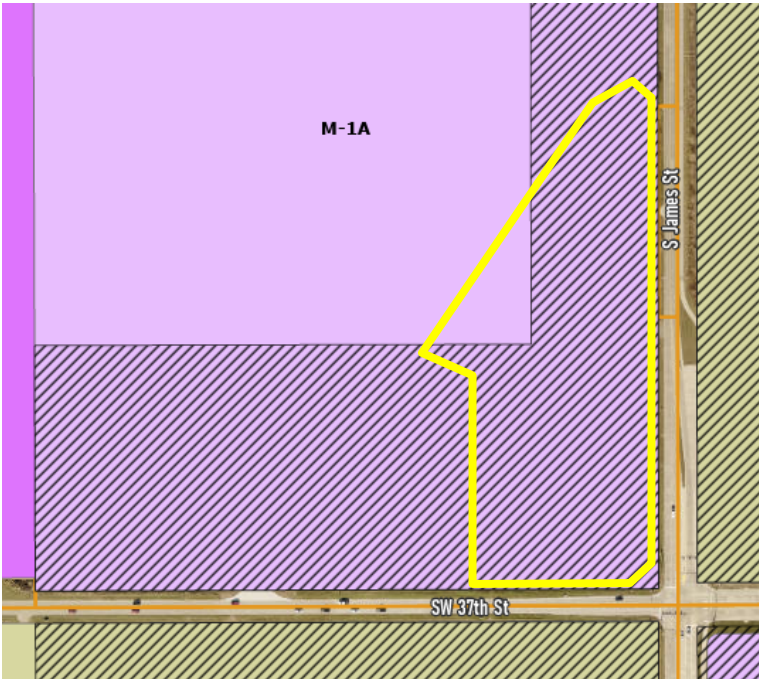
- M1-A
- Transportation Corridor Mixed Use Development Overlay District

PLANNER

Molly Mannel
Assistant Planner
515-956-4050



Location Map



Zoning Map

Relation to Comprehensive & Neighborhood Plans

LAND USES & ZONING

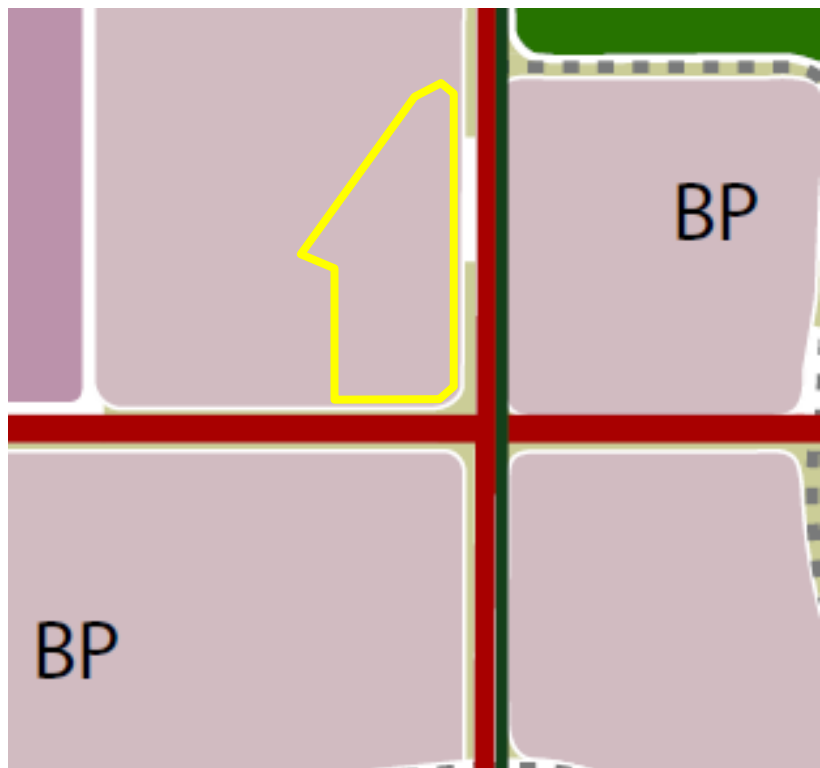
Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Business Park	M1-A
North	Vacant	Business Park	M1-A
South	Vacant	Business Park	A-1
East	Vacant	Business Park	A-1
West	Donovan Marine	General Industrial	M1-A

PARKS

This site is light industrial, so parkland dedication is not required. A 10' trail along S James Street is proposed to be installed with the future James Street improvements. The trail will then connect to a future 5' sidewalk along the north side of SW 37th Street. The sidewalk will be installed with the future improvements of SW 37th Street.

FUTURE NEIGHBORING PROJECTS

- Expanding S James Street (Spring 2026)
- Expanding SW 37th Street (TBD)



Future Land Use Map

The lot and use is consistent with the Legacy at James Street preliminary plat and the 2019 Future Land Use Plan.

Site Layout

Site Layout

ACCESS

Vehicles can access the site from S James Street or along SW 37th Street. Due to the location of the access on 37th Street, the access will eventually be right-in/right-out only once the improvements for SW 37th Street are complete.

BUILDING SETBACKS

Front: 25'

Side: 0'

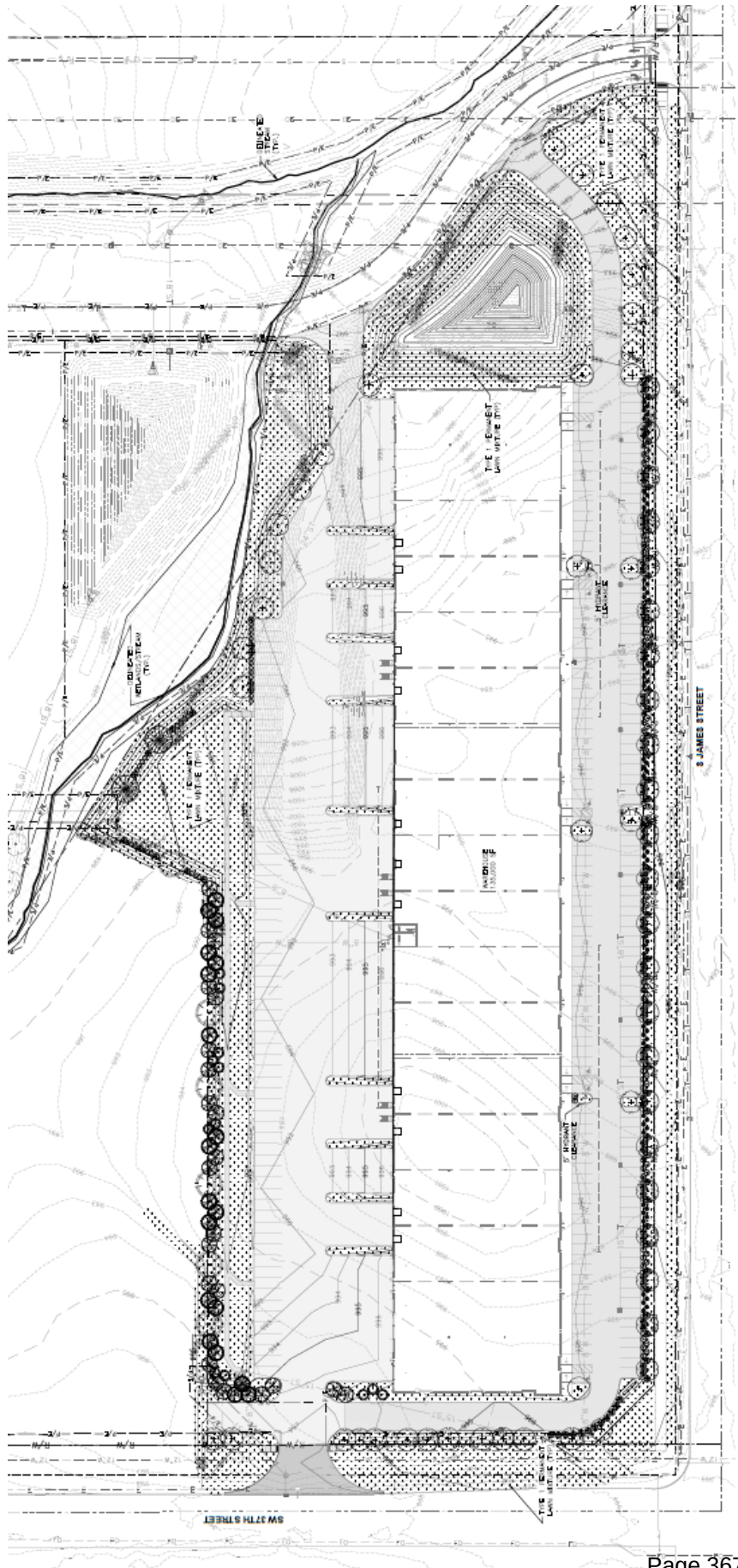
Rear: 25

ORIENTATION & SITE

The building is approximately 135,000 square feet, and is oriented to face east along S James Street. Truck and semi bays will be oriented to face West, and will be screened from the ROW with landscaping.

LANDSCAPING

Street trees will be provided along S James Street and SW 37th Street to provide buffering and screening for the loading docks and parking stall headlights. Additional trees will be planted in each parking island per the parking requirements.



Utilities

SANITARY

Sanitary will be stubs from the west and enter through the middle of the building

WATER

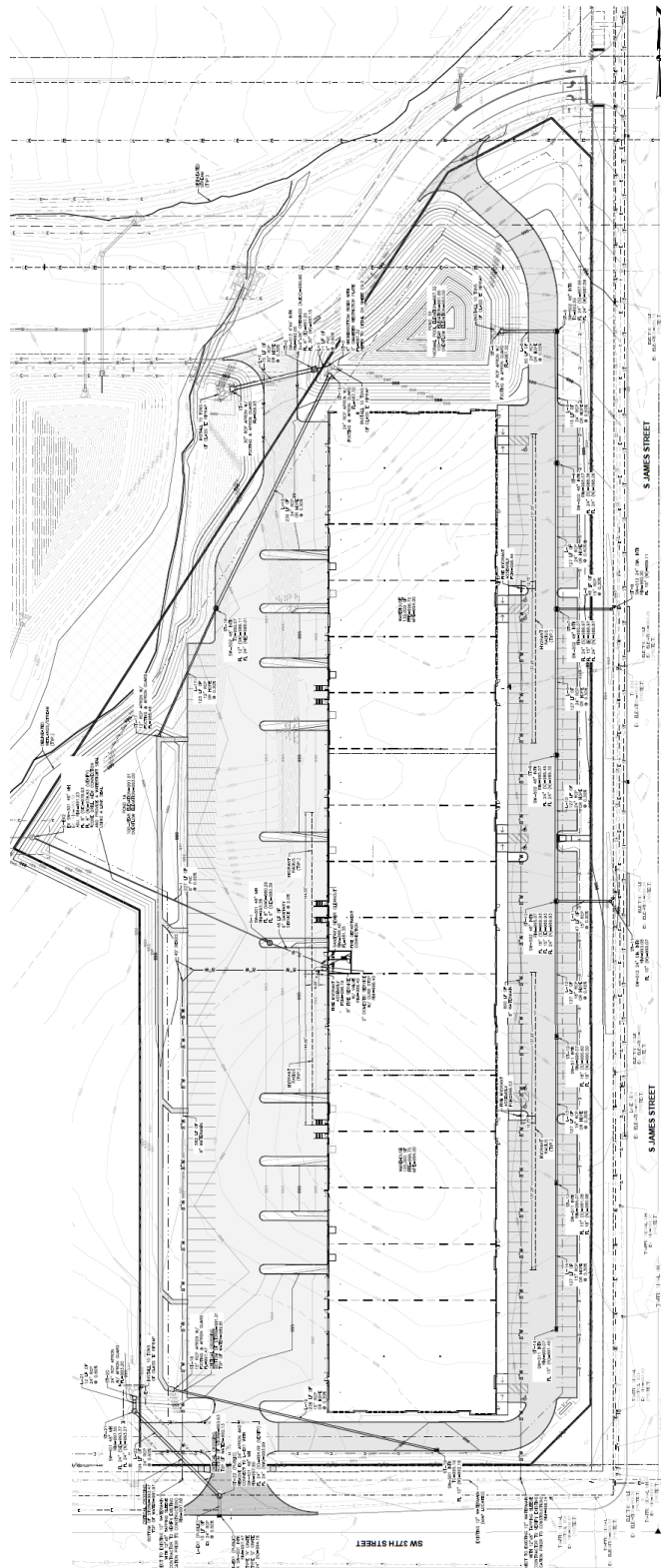
An 8" water main is proposed to be stubbed at the SW and SE corner of the site to provide hydrant coverage and water needs.

STORM WATER

Stormwater flows to the NE corner of the site. There is an existing delineated stream on the Legacy property that abuts Lot 4, and flows NE into S James Street. Two detention ponds to the north will mitigate the stormwater and overflow into the existing stream.

PARKING

The site is currently overparked, and the applicant will be required to provide justification for the over 25% of the max required parking requirement.



Utilities Map

Architecture & Conclusion



East Elevation



West Elevation



North Elevation



South Elevation

BUILDING & ELEVATIONS

The building is primarily made up of grey and natural-toned precast concrete panels. Glazing elements can be seen on the north and south elevations. Architectural features like the varying roofline heights, and sloped roof-line accents at the entry points help break up the look of a long blank wall space. There is no proposed dumpster enclosure for the site.

CONCLUSION

Staff recommends the Legacy at James Street Lot 4 site plan for approval, contingent upon any remaining staff comments.



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~March 25, 2024~~

April 12, 2024

Anderson Four LLC

Attn: Mark Anderson

4451 NW Urbandale Drive

Urbandale, IA 50322

RE: Legacy at James Street – Lot 4

Dear Mark,

The Development Services Department is in receipt of a proposed Site Plan for the Legacy at James Street – Lot 4. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. Please provide a signed application.
2. ~~Please update Grimes Standard Notes for Site Plans. They are attached.~~
3. Please provide a SWPPP, and a completed SWPPP checklist. The checklist is attached.
4. ~~The SW 37th Street fees identified in the development agreement will need to be paid with final comments. The property owner shall provide a fee in the amount of \$120 per linear foot of the respective site along SW 37th Street. Please provide this payment, plus the Donovan Marine payment, with final comments.~~
5. ~~Please include a stabilization plan with the landscape plan.~~
6. Please provide architectural elevations with material percentages. Does the applicant want to match a similar color scheme to the Donovan building, or just stay neutral toned?
7. Please provide a lighting plan, for parking lot and building lighting.
8. ~~Please show easements for public utilities.~~

- ~~9. Please provide a parking justification for being over 20% of the required parking amount. Please change the parking to the flex parking calculation.~~
- ~~10. Please label the detention easement as private. Are the detentions just serving Lot 4? If so, they may not be necessary to show.~~
- ~~11. What does the P/E dotted line stand for that encompasses the site?~~
12. Please show hydrant coverage. We now view radius as actual 150' radiuses, vs. the previous routes. Please show the hydrant coverage with actual radiuses. Please add hydrants to provide enough coverage for the entire building.
- ~~13. Are only two suites proposed for the building? We will need to know the number of suites when finalizing the site/building plans for addressing.~~
14. Staff will provide an observation fee template with final submittal comments. This will need to be filled out and returned with final submittal.
- ~~15. Please provide a quantity table for all utilities.~~
- ~~16. How will trash be handled? Is a dumpster enclosure proposed?~~
17. Please label transformer location, and coordinate with Mid-American energy. Please label the orientation of the doors.
18. Please label mailbox location, and coordinate with the Post Office.
- ~~19. Please provide a pedestrian connection from the public trail along S. James into the site.~~
- ~~20. Is outdoor storage proposed? A 30' buffer is required to screen from the ROW and shall incorporate 2 understory trees and 3 evergreen trees every 50 feet.~~

C3.0

- ~~1. Callout removal of FES along SE 37th Street~~

C4.0

- ~~1. Access on SW 37th Street will be RI/RO only with future 37th Street improvements.~~
2. The 10' trail will need to be raised to drain to the street. Please revise the grading on site to allow for a typical cross section with trail to be installed with no need for

retaining walls or significant site grading on the subject site. The City will permit a sidewalk/trail agreement in lieu of construction with the site plan along with the SW 37th sidewalk agreement.

3. Sidewalk agreement will be required for the sidewalk along SW 37TH Street. There are two options for the agreement. Please let us know what option the property owner prefers.
 - a. The property owner can provide the City with the cost of the sidewalk for the City to construct in the future. We are currently working on the agreement and will send it over once we have figured out a cost.
 - ~~b. The property owner can agree to construct the sidewalk after in the future upon notice from the City. We will draft a sidewalk agreement to be sent for the Property Owner's review.~~

C5.0

1. Grading between the ROW and Back of Curb along S James Street shall be graded as an urban section per the typical section shown in the Foth Traffic Study. The sidewalk shall be set at the typical section elevation. Please revise the grading on site to allow for a typical cross section with trail to be installed with no need for retaining walls or significant site grading on the subject site. The City will permit a sidewalk/trail agreement in lieu of construction with the site plan along with the SW 37th sidewalk agreement. The berm will cause ponding issues within the ROW. Please show a small 8" pipe and area intakes coming off the site to collect water in these areas.
2. Please elevate the grade from the BOC to the ROW along SW 37th Street to ensure urban section. Please revise the grading on site to allow for a typical cross section with trail to be installed with no need for retaining walls or significant site grading on the subject site. The City will permit a sidewalk/trail agreement in lieu of construction with the site plan along with the SW 37th sidewalk agreement. The berm will cause ponding issues within the ROW. Please show a small 8" pipe and area intakes coming off the site to collect water in these areas.
- ~~3. The flume in the detention basin shall have a minimum slope of 1%.~~

C5.1

- ~~1. How steep are the slopes under the permanent pool elevation in the basin?~~

- ~~2. If the slopes below the permanent pool elevation are 2:1. How are you going to keep the slopes from sloughing?~~

C6.0 and 6.1

- ~~1. Please clearly label discharge points for the site.~~
- ~~2. The pipe located at the SW corner of the site coming off SW 37th Street into the stream is proposed to be public. Please provide a profile view.~~
- ~~3. Ensure downslope perimeter controls are called for across the entire site. Perimeter controls are likely needed at the site exterior along James and 37th Street. Please add.~~
- ~~4. Please include temp stabilization in the quantity table.~~
- ~~5. Please ensure the stockpile is not in floodplain.~~
6. Please ensure inlet protection is called out at all intakes including flared end inlets.
Add inlet protection to all intakes, including area intakes. Please add inlet protection to the exterior intakes.
- ~~7. Any slopes 3:1 or steeper will need stabilized with matting or something similar~~
- ~~8. The flume needs to be 1% or steeper. Please adjust.~~
9. Ensure concrete wash pit is staged at least 50 feet from any storm structure, including detention ponds
10. Please show emergency overflow and scour protection for both detention ponds. Does emergency overflow need to be graded?
11. Sediment controls will be needed at curb cut drains until flume is poured.

C7.0

- ~~1. Please make sure the curb stop for the 2" domestic service is far enough away from the building that no landings or structures are built over the top—like Donovan Marine.~~
2. Please label knox box location.
3. Please provide roof drain connections.

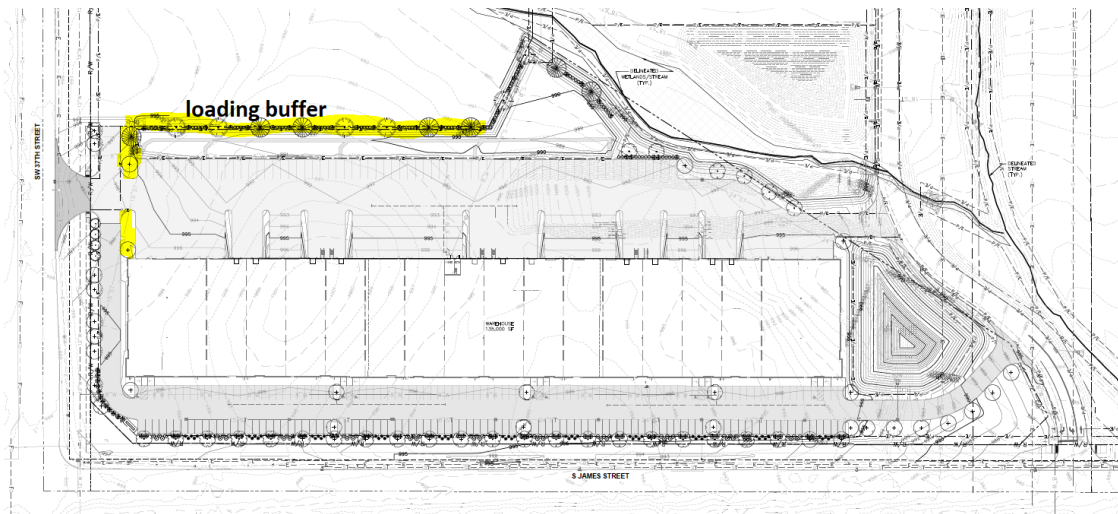
- ~~4. Please provide the quantities for the storm, sanitary, and water main improvements.~~
- ~~5. Please label ST-EX1, L-EX1 and ST-22 as public storm sewer.~~
- ~~6. Please verify constructability of ST-22.~~
- ~~7. Please eliminate ST-11 and L-11.~~
- ~~8. Please add a note to verify existing elevations at connection points for storm and sanitary sewer.~~
- ~~9. Please callout to use a link seal at connection to existing manhole S-EX2.~~

C7.1

- ~~1. Please provide bollards around the hydrant near the FDC.~~
- ~~2. Change the outlet for the north detention pond to go downstream with the culvert. Please update all sheets.~~
- ~~3. Please eliminate ST-8 and L-8.~~
- ~~4. Is there a sump condition at ST-5 or is it on a continuous grade?~~

C8.0

1. Is there flexibility to shift the whole site NE, to reduce the planting being within the 10' PUE? **Plantings cannot be within the PUE, please design the site to accommodate plantings per development agreement. Please verify that plantings won't disrupt the 10' PUE**
- ~~2. Loading buffer screening will require 2 understory trees and 3 evergreen trees for every 50 feet of ROW. Example shown below.~~



3. ~~Please label the ground cover and any mulch or rock for plant beds.~~
4. ~~Please change the Colorado Blue Spruce plantings on the east side of the SW 37th St driveway to an overstory. Staff have concerns that the evergreens will block visibility and over grow the sidewalk.~~
5. ~~Keep tree plantings at least 5' away from hydrants or provide shrubs in the islands instead of trees.~~
6. ~~Please provide more evergreen shrubs along S James ST to screen headlights out to the ROW.~~

SWMP

1. ~~Storm sewer spreadsheets: Add flowrates to the design cfs column for lines ST-20 to ST-EX1.~~
2. ~~Please provide a signed copy once the site plan has been approved.~~
3. Add contour elevation labels to drainage maps.
4. Submit signed copy once approved.

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: ~~March 8, 2024~~
 ~~April 1, 2024~~
 April 19, 2024
 (1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: ~~April 2, 2024, at 5:30~~

COUNCIL MEETING: April 23, 2024, at 5:30

Please feel free to contact me at mmannel@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,



Molly Mannel
Assistant Planner

1. THE 2024 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
5. ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S ENGINEERING DEPARTMENT.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY OF GRIMES STANDARDS.
7. ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
9. PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
11. ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
12. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
13. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
14. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
15. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
16. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
17. CONCRETE REMOVAL FOR DRIVEWAY APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH CITY OF GRIMES CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
18. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.
19. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTIFY (48 HRS NOTICE) THE FOLLOWING:
 - A. CITY OF GRIMES
 - B. APPROPRIATE UTILITY COMPANIES
 - C. OWNER
 - D. CIVIL DESIGN ADVANTAGE
21. PARKING LOT STRIPING SHALL BE A 4" WHITE STRIPE UNLESS OTHERWISE NOTED (MINIMUM TWO COATS).
22. ALL EXTERIOR LIGHTING SHALL BE LOW-GLARE FULL CUTOFF TYPE FIXTURES AND SHALL NOT EXCEED ZERO FOOT-CANDLES BEYOND THE PROPERTY LINE. THE CONTRACTOR SHALL COORDINATE FINAL LIGHTING AND ELECTRICAL DESIGN WITH THE OWNER.
23. ANY SITE CHANGES THAT DIFFER FROM THE SITE PLAN MUST BE APPROVED BY THE CITY OF GRIMES PRIOR TO INSTALLATION/AMENDMENT.
24. A SITE PLAN WILL NEED TO BE SUBMITTED IF FUTURE PARKING IS WARRANTED.
25. A STRUCTURAL RETAINING WALL DESIGN WILL NEED TO BE INCLUDED IF REQUIRED FOR CONSTRUCTION.

1. GENERAL NOTES:

- A. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS.
- B. A PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING.
- C. ALL PERMITS (IDNR, NPDES, IDOT, ARMY CORP., ETC) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
- D. PROVIDE THE CITY OF GRIMES WITH RECORD DRAWINGS (AS-BUILTS) OF ALL IMPROVEMENTS AND EASEMENTS AS PER CITY COMMERCIAL AS-BUILT POLICY.
- E. THE RECORD DRAWINGS SHOULD INCLUDE A CERTIFIED GRADING SHEET AND AS-BUILT PLANS OF ALL STORMWATER MANAGEMENT FACILITIES ON SITE WITH A CERTIFICATION STATEMENT SIGNED BY THE DESIGN ENGINEER INDICATING THAT THE FACILITIES WERE CONSTRUCTED AS DESIGNED.
- F. RECORD DRAWINGS TO INCLUDE ONE ELECTRONIC FILE IN .DWG AND .PDF FILE EXTENSIONS.
- G. TYPICAL BUILDING SERVICE LAYOUT TO REFLECT THE CITY'S SERVICE ORDER FROM LEFT TO RIGHT FACING THE LOT SANITARY, WATER, SUMP. MARK THE ENDS OF SERVICES WITH A STEEL FENCE POST AND PAINT GREEN FOR SANITARY, BLUE FOR WATER, AND WHITE FOR STORM. MARK THE ENDS OF SANITARY AND SUMP WITH A 2 X 4 FROM END OF PIPE TO 2' ABOVE GRADE.
- H. A KNOX BOX IS REQUIRED BY THE FIRE DEPARTMENT.
- I. ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHTS-OF-WAY.
- J. PROVIDE A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS (UTILITY, PAVING, SUBGRADE) WITH AN ITEMIZED COST BREAKDOWN.
- K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL NEWLY CONSTRUCTED PUBLIC AND PRIVATE UTILITIES ASSOCIATED WITH THE PROJECT AT THEIR EXPENSE UNTIL THE CITY ACCEPTS THE PROJECT THROUGH THE GRIMES CITY COUNCIL.

2. SANITARY SEWER NOTES:

- A. THE CONTRACTOR IS REQUIRED TO PLACE A TEMPORARY PLUG IN THE EXISTING DOWNSTREAM SANITARY SEWER MANHOLE PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL REMOVE THE PLUG FOLLOWING APPROVAL OF CONSTRUCTION BY THE CITY OF GRIMES.
- B. SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS (8" TO 15").
- C. SANITARY GRAVITY SERVICE PIPE MATERIAL SHALL BE PVC SDR 23.5 (4" TO 6").
- D. ALL SANITARY SEWER MANHOLES SHALL HAVE STEPS.
- E. ALL SANITARY SEWER MANHOLES CASTINGS SHALL BE SEALED WITH HEAT SHRINK SLEEVES.
- F. ALL SANITARY SEWER MANHOLE CASTINGS LOCATED WITHIN PAVEMENT SHALL BE TYPE B-PCC W/ADJUSTING MECHANISM.
- G. SANITARY SEWER CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. RUN SUFFICIENT DYED WATER THROUGH PIPE PRIOR TO TELEVISION. PROVIDE THE VIDEO AND INSPECTION REPORT TO THE CITY ENGINEERING DIVISION.

3. WATER MAIN NOTES:

- A. ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL-WATEROUS PACER WB-67-250, MUELLER SUPER CENTURION 250(3-WAY A-423), OR CLOW MEDALLION F-2545. ALL HYDRANTS SHALL HAVE THE FOLLOWING: 6" MJ SHOE, 2-1/2" HOSE NOZZLE, 4-1/2" STREAMER NOZZLE, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
- B. ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
- C. A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
- D. ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
- E. WATER SERVICE SHALL BE 1-INCH MINIMUM TYPE K COPPER.
- F. THE CITY OF GRIMES SHALL DO THE FILLING OF THE WATER MAIN.
- G. NEW WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED BY THE CONTRACTOR. THE BACTERIA TEST AND SUBMITTAL OF TEST TO LAB SHALL BE DONE BY THE CONTRACTOR AND RESULTS PROVIDED TO THE CITY OF GRIMES ENGINEERING DIVISION. ALL TESTS AND SAMPLING TO BE WITNESSED BY THE CITY ENGINEERING DIVISION. IF THE TEST DOES NOT PASS, THE CONTRACTOR WILL BE REQUIRED TO PAY FOR ALL THE WATER USED TO REPEAT THE TEST.
- H. ALL WATERMAIN FITTINGS TO BE RESTRAINED JOINT, MEGA-LUG OR APPROVED EQUAL.
- I. ALL DEAD-END WATER MAINS TO HAVE TEMPORARY BLOWOFF HYDRANTS.

4. STORM SEWER NOTES:

- A. ALL STORM SEWER IN THE ROW SHALL BE RCP, UNLESS OTHERWISE APPROVED BY THE CITY.
- B. ALL FLARED END SECTIONS SHALL HAVE FOOTINGS AND APRON GRATES. THE LAST 3 PIPE SECTIONS AND THE FLARED END SECTION ON ALL STORM SEWER SHALL BE TIED. ALL STORM SEWER JOINTS SHALL BE WRAPPED WITH ENGINEERING FABRIC UNLESS OTHERWISE DIRECTED.
- C. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY FIELD TILE DAMAGED DURING CONSTRUCTION. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES AND INCLUDE ON RECORD DRAWINGS.
- D. PUBLIC STORM SEWER CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. RUN SUFFICIENT DYED WATER THROUGH PIPE PRIOR TO TELEVISION. PROVIDE THE VIDEO AND INSPECTION REPORT TO THE CITY ENGINEERING DIVISION.
- E. USE O RING GASKETS ON STORM SEWERS CROSSING OVER WATERMAIN PER IDNR REQUIREMENT.

1. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
2. FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
3. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE.
4. BACKFILL ALL UTILITY TRENCHES ACCORDING TO THE 2024 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY OF GRIMES SUPPLEMENTALS. MAINTAIN A MINIMUM OF 5.5' COVER OVER ALL WATERMAINS.
5. ALL UTILITIES SHALL BE STUBBED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
6. ADJUST ALL MANHOLES AND INTAKES TO FINISHED GRADES.
7. ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
8. 18" MINIMUM VERTICAL CLEARANCE BETWEEN STORM SEWER AND SANITARY SEWER PIPES. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
9. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
10. WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
11. ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE 2024 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
13. PRIVATE UTILITIES TO BE INSTALLED PER THE CITY OF GRIMES' STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2006 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
14. OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES. PERIODIC MAINTENANCE AND CLEANING OF STORM AND SANITARY SEWER MAY BE NECESSARY.
15. CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.
16. INSTALL APRON GUARD AND FOOTING ON ALL APRONS.
17. BUILDING PLUMBING CONTRACTOR TO INSTALL BACKFLOW PREVENTION DEVICE ON WATER LINES ACCORDING TO WATER COMPANY REQUIREMENTS. SEE PLUMBING PLANS.
18. WATER PIPING SHALL BE DUCTILE IRON - AWWA C151 - CLASS 50 MINIMUM OR POLYVINYL CHLORIDE - AWWA C900 - MINIMUM OR IN COMPLIANCE WITH WATER COMPANY REQUIREMENTS.
19. ALL WATER PIPING SHALL HAVE A MINIMUM OF 5.5' COVER.
20. INSTALL VINYL IDENTIFICATION TAPE AT 2'-0" BELOW FINISH GRADE DIRECTLY ABOVE WATER LINES.
21. INSTALL SINGLE THHN - 12 GA TRACER WIRE WITH WATER PIPING (TAPE TO PIPE). TRACER WIRE TO BE EXTENDED IN CONDUIT TO 1'-0" ABOVE GROUND SURFACE AT FIRE HYDRANTS AND SHALL BE CONNECTED TO A 6'-0" X 1/2" Ø GROUND ROD AT CONNECTION TO MAIN AND AT DEAD ENDS. TRACER WIRE TO EXTEND UP INTO BUILDING AT SERVICE CONNECTIONS.
22. CONTRACTOR TO INSTALL TRANSFORMER PAD AND SECONDARY WIRING. UTILITY COMPANY TO INSTALL PRIMARY WIRING.
23. CONTACT CITY ENGINEERING DEPARTMENT PRIOR TO THE START OF ANY WATER MAIN WORK.
24. THE UTILITY CONTRACTOR WILL NEED TO HAVE A WATERMAIN CONNECTING PLAN TO BE PROVIDED AND APPROVED BY THE CITY OF GRIMES AND THORPE WATER AT THE TIME OF THE PRECONSTRUCTION MEETING.
25. ANY ABANDONED WATER MAIN SHALL BE REMOVED.

1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
3. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND DISEASES, AND WITHOUT DEVELOPING BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
4. INSTALL SOD AFTER INSTALLATION IS COMPLETE TO PREVENT SILT GETTING INTO TRENCH AND PLUGGING DRAIN.
5. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
6. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
7. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A MINIMUM DEPTH OF 3". ALL GROUPS OF MORE THAN ONE SHRUB SHALL BE MULCHED IN A CONTINUOUS BED, SEPARATED FROM TURF BY A 3" SPADE-CUT EDGE. MULCH AROUND ALL CONIFEROUS TREES SHALL BE A 10' DIAMETER CIRCLE. ALL EDGING SHALL BE SPADE-CUT EDGE.
8. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
9. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE CLOSE OF EACH WORK DAY.
10. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
11. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER FOR APPROVAL, IF REQUESTED.
12. NO PLANT SUBSTITUTIONS ARE ALLOWED WITHOUT OWNER AND CITY APPROVAL.

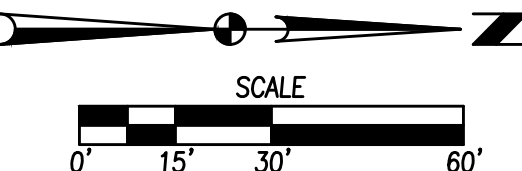
1. SIDEWALKS	4" P.C.C.
2. SIDEWALK CURB RAMPS	6" P.C.C.
3. PARKING AISLES & STALLS	6" P.C.C.
4. PAVEMENT WEST OF BUILDING (OUT OF ROW)	7" P.C.C.
5. TRASH ENCLOSURE PAD	8" P.C.C.
6. DRIVEWAY APPROACH IN ROW	8" P.C.C. REINFORCED

R7-8c
①

R7-8
(2)

R1-1
(3)

1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY OF GRIMES' BUILDING DIVISION.
2. THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF GRIMES GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.
3. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPAED AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
4. EXCAVATION SHALL BE IN ACCORDANCE WITH THE 2024 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY OF GRIMES SUPPLEMENTALS, IF APPLICABLE.
5. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
6. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
7. SITES SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
8. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
9. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS, ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
11. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
12. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
13. SIDEWALKS:
MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE; DEPTH: LONGITUDINAL 1/3, TRANSVERSE 1/4.
14. IN AREAS TO RECEIVE ADDITIONAL FILL OVER EXISTING FILL MATERIALS, REMOVE TOP 12" OF MATERIAL AND SCARIFY AND RECOMPACT THE NEXT 9" OF RESULTING SUBGRADE. COMPACT TO 95% STANDARD PROCTOR DENSITY. SUBSEQUENT FILL TO BE COMPACTED TO 95% STANDARD PROCTOR DENSITY TO WITHIN 1.0' OF FINAL SUBGRADE. THE FINAL 1.0' OF FILL TO BE COMPACTED TO 98% STANDARD PROCTOR.
15. SCARIFY AND RECOMPACT THE TOP 6" OF SUBGRADE IN ALL CUT AREAS AFTER ROUGH GRADING IS COMPLETED. COMPACT THE ENTIRE PAVING AND BUILDING SUBGRADE TO 95% STANDARD PROCTOR DENSITY TO WITHIN 1.0' OF FINAL SUBGRADE. THE FINAL 1.0' OF FILL TO BE COMPACTED TO 98% STANDARD PROCTOR.
16. PROVIDE MINIMUM OF 1.0' OF COMPACTED NON-EXPANSIVE COHESIVE SOIL BENEATH ALL PAVEMENTS.
17. FINISH CONTOURS SHOWN ARE TO TOP OF PAVEMENT OR TO TOP OF TOPSOIL. SEE BUILDING PLANS AND CONSTRUCTION DETAILS FOR FINISHED SUBGRADE BELOW FINISHED FLOOR AND PAVEMENT SECTIONS.
18. SCARIFY SUBGRADE TO DEPTH OF 3" WHERE TOPSOIL IS SCHEDULED. SCARIFY IN AREAS WHERE EQUIPMENT USED FOR HAULING AND SPREADING TOPSOIL HAS CAUSED COMPACTED SUBSOIL.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION, BOTH PUBLIC AND PRIVATE.



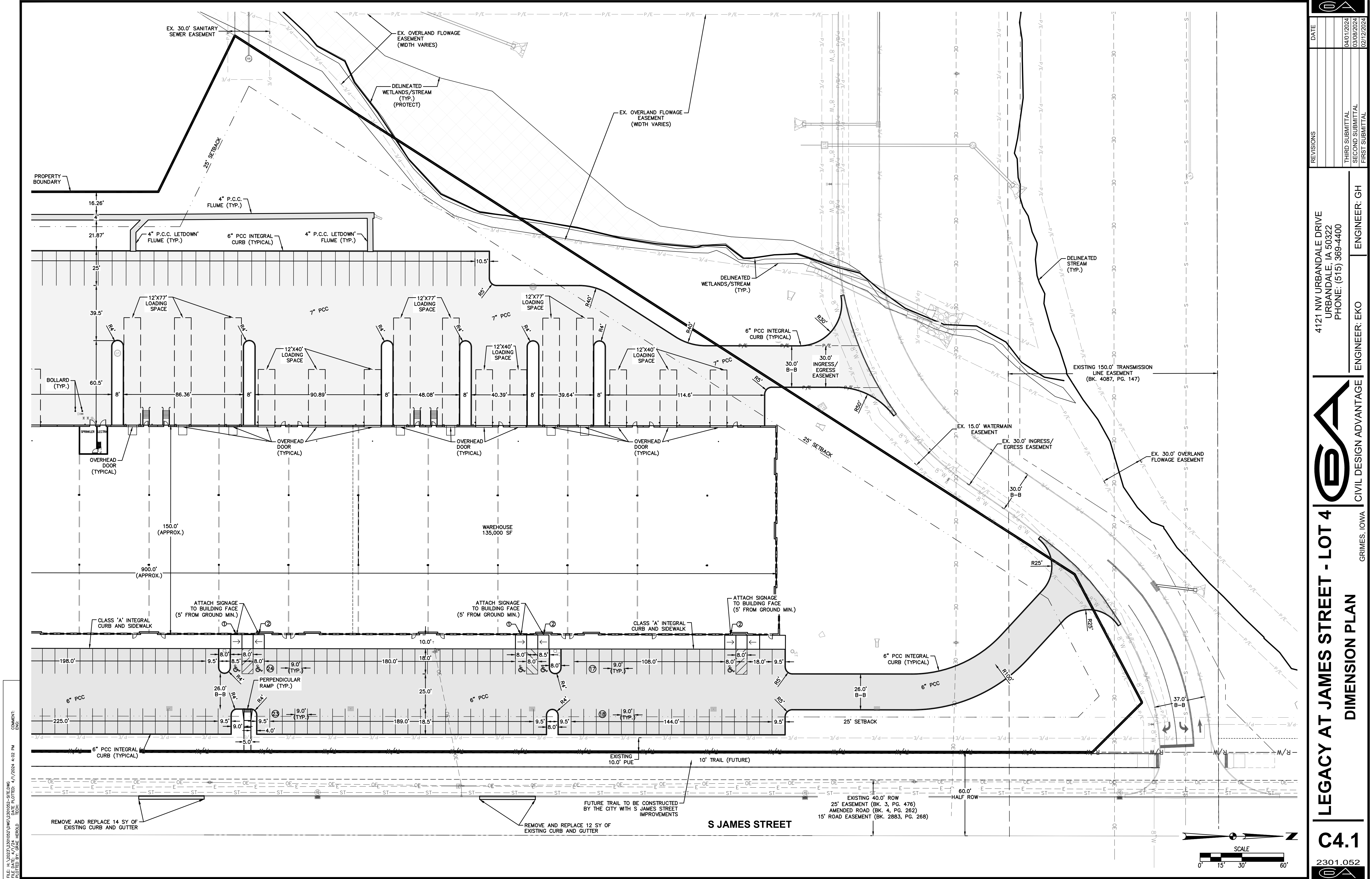
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: EKO	ENGINEER: GH
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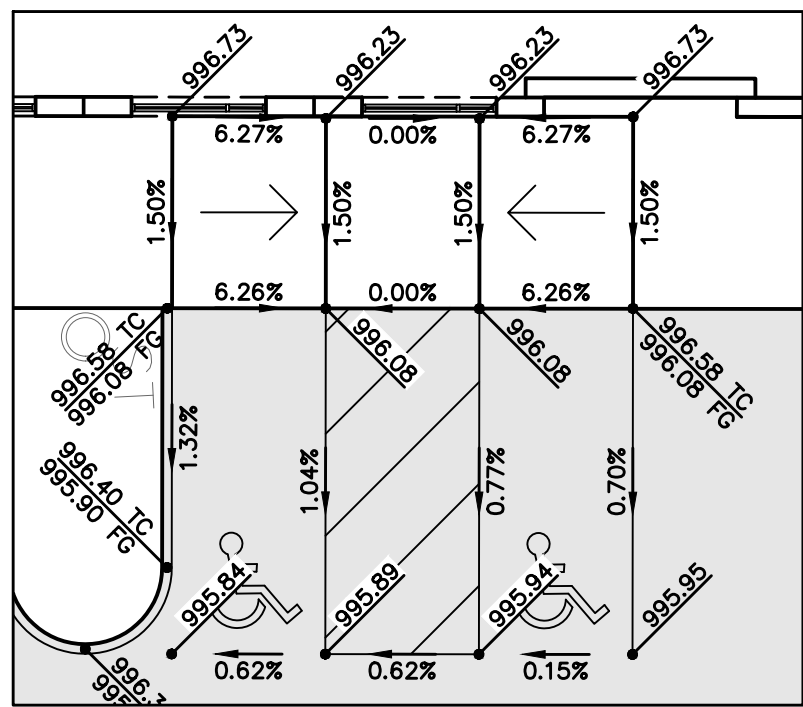
ENGINEER: EKO

GRIMES, IOWA

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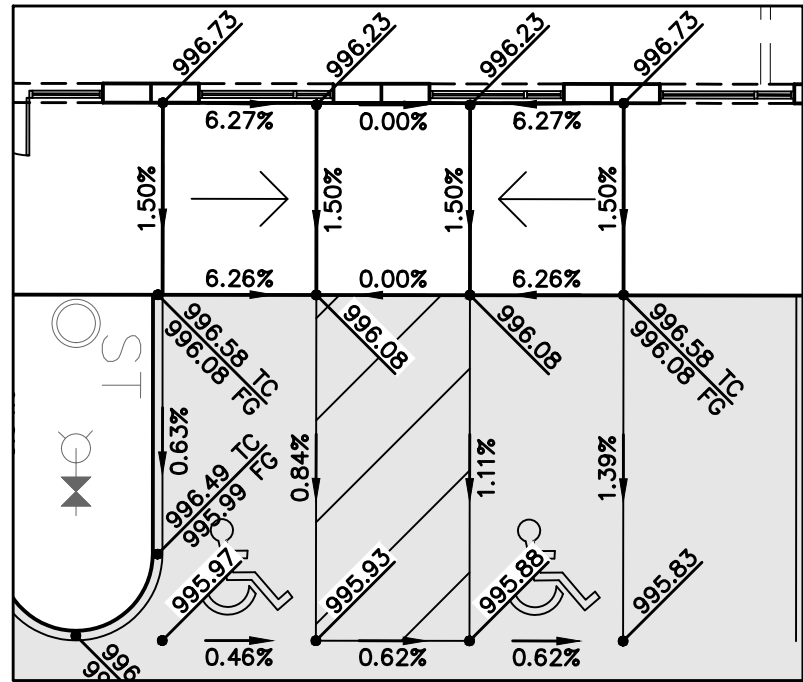


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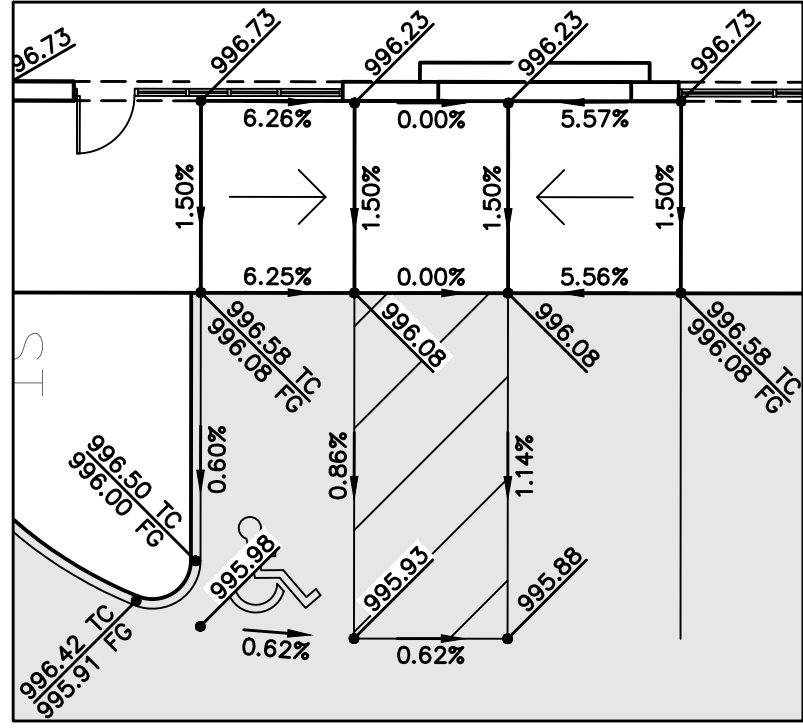


DETAIL 'D' - 1"=10' (FULL SIZE)

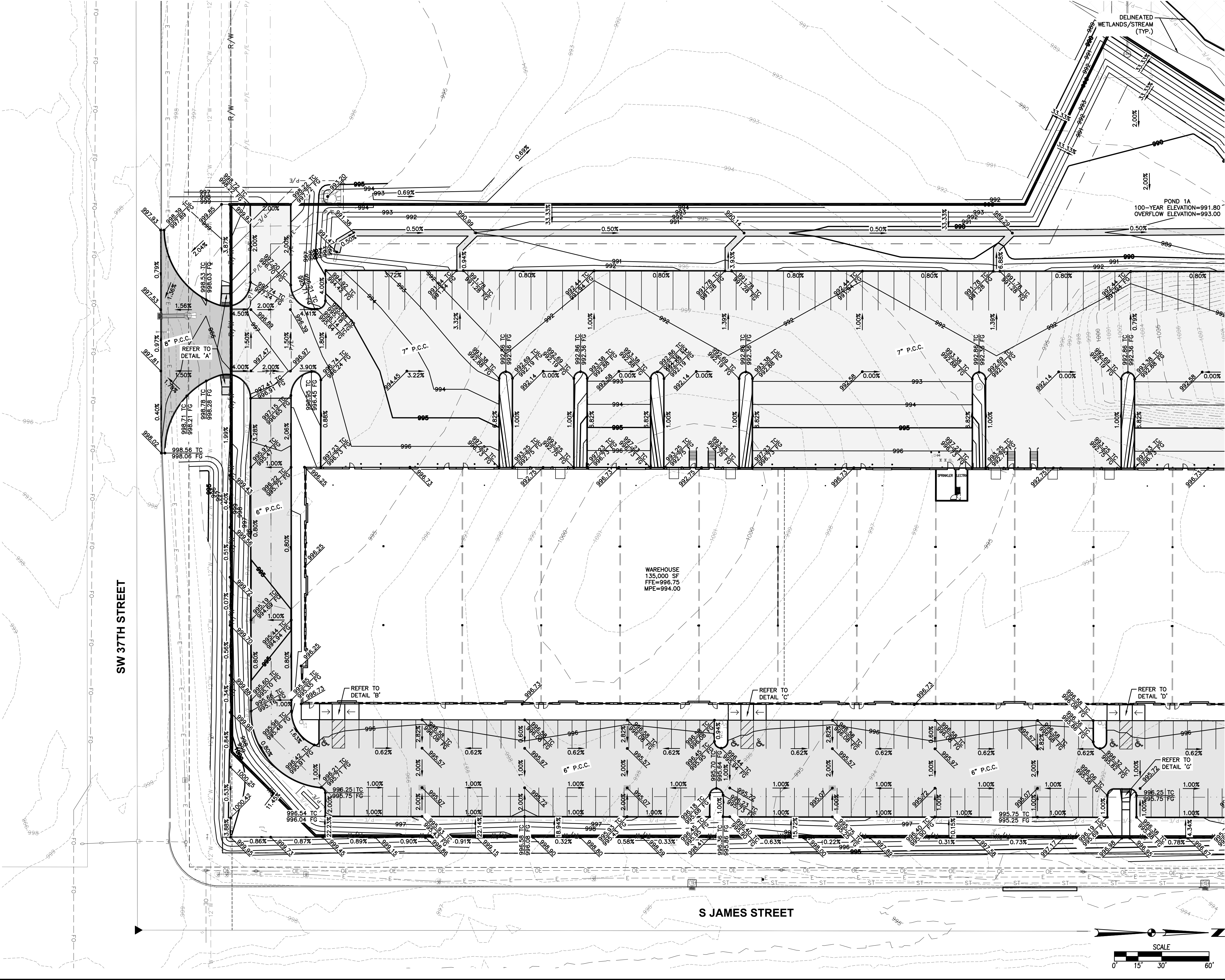
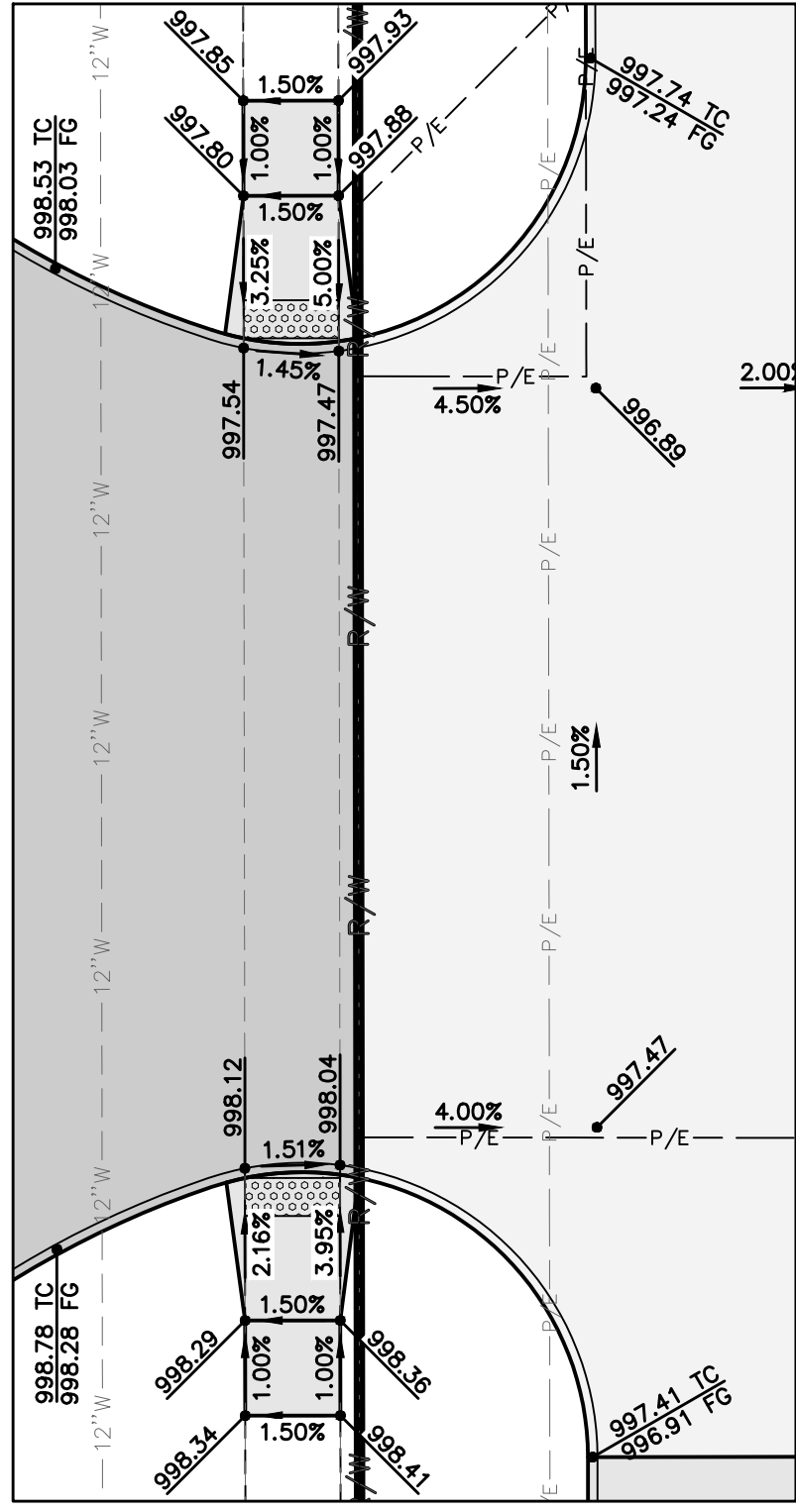
DETAIL 'C' - 1"=10' (FULL SIZE)

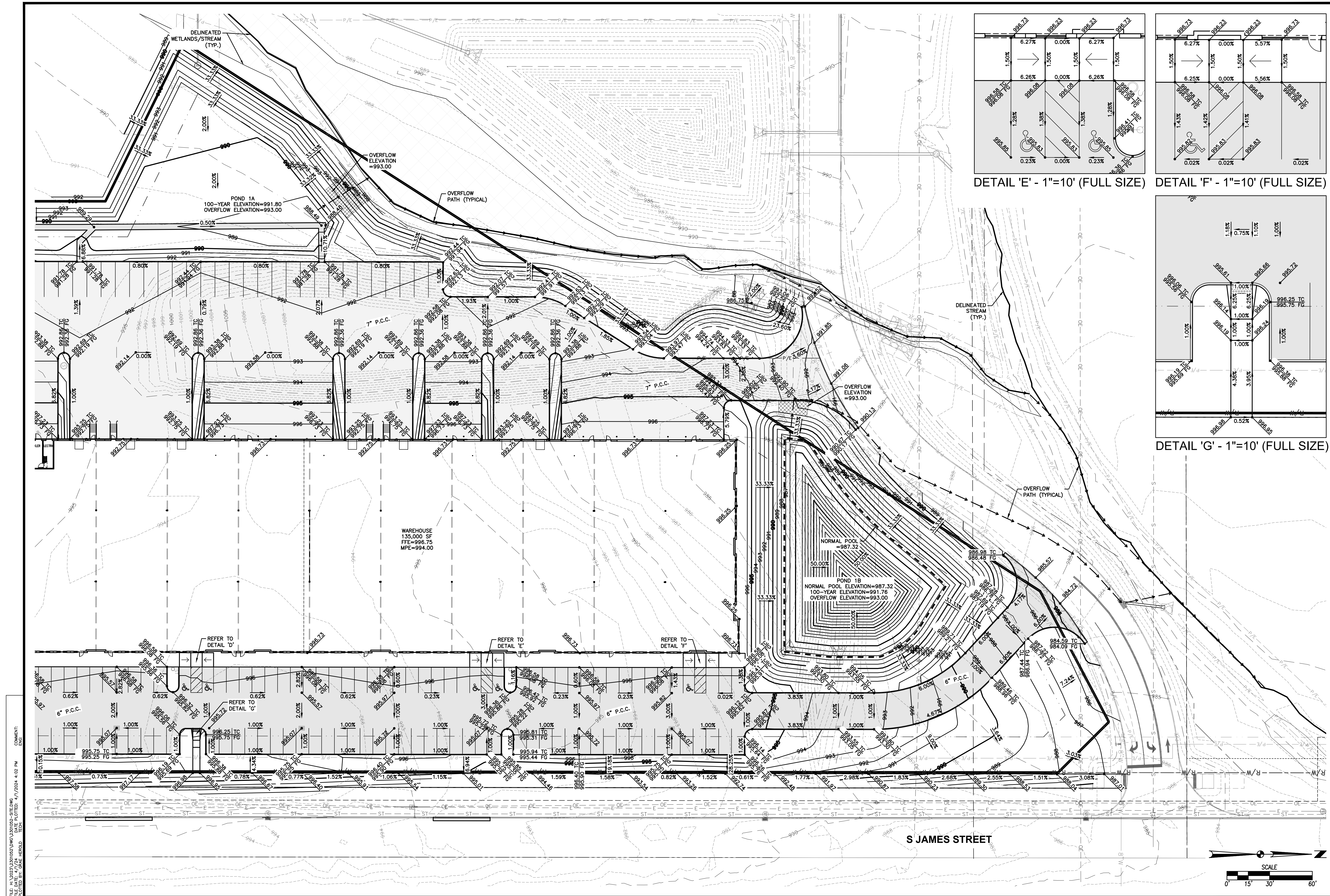


DETAIL 'B' - 1"=10' (FULL SIZE)



DETAIL 'A' - 1"=10' (FULL SIZE)





REVISIONS		DATE
	THIRD SUBMITTAL	04/01/2024
	SECOND SUBMITTAL	03/08/2024
	FIRST SUBMITTAL	02/12/2024

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400





C5.1

2301.052

LEGACY AT JAMES STREET - LOT 4

GRADING PLAN

GRIMES, IOWA

EROSION AND SEDIMENT CONTROL PLAN

NOT TO SCALE

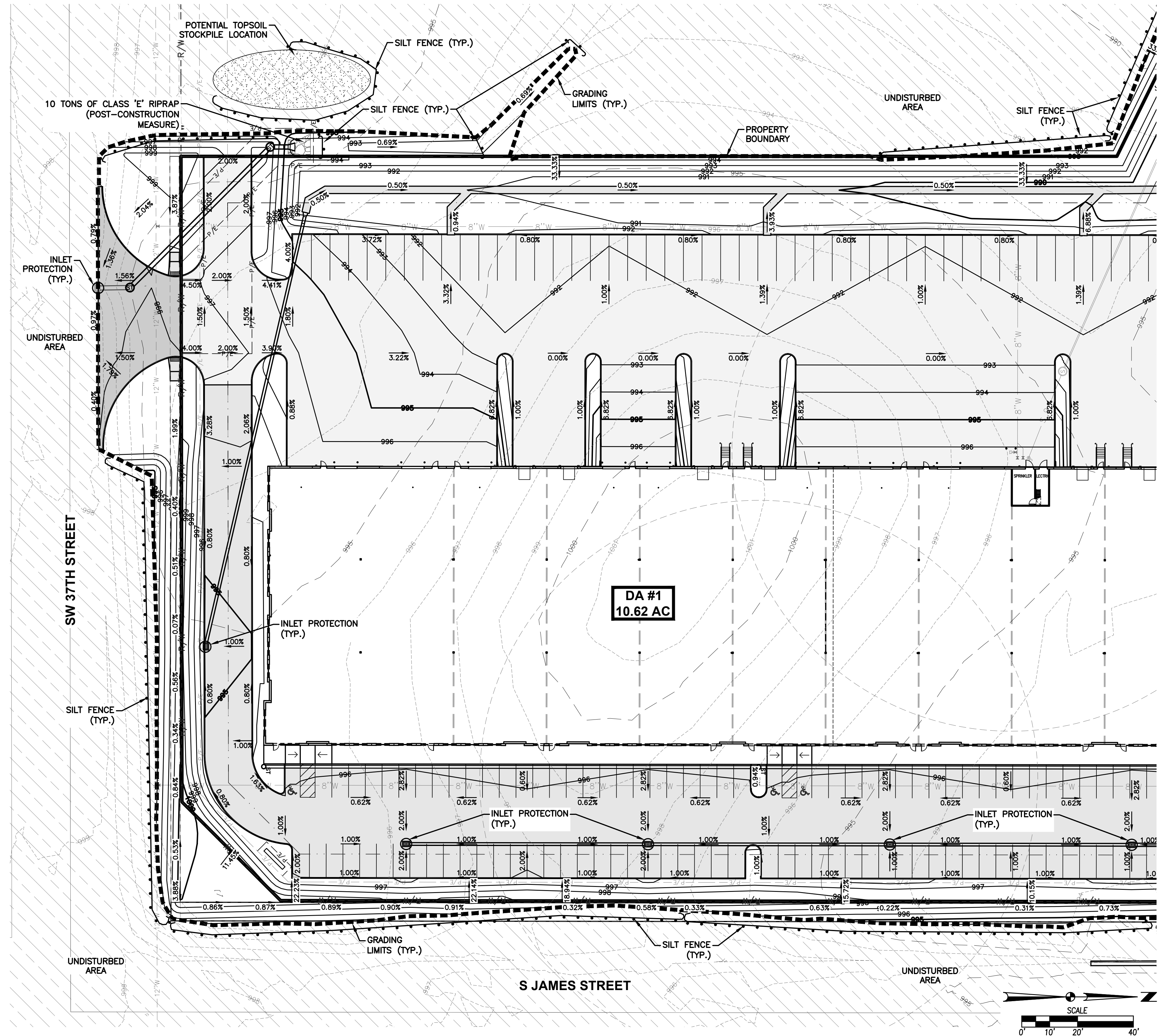


ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	3,083
2	FILTER SOCK	LF	7
3	TEMPORARY SEEDING, FERTILIZING, AND MULCHING	AC	2,698
4	TYPE 1 -- PERMANENT LAWN MIXTURE	AC	2,698
5	INLET PROTECTION DEVICES	EA	12
6	CONCRETE WASHOUT PIT	EA	1

1. IF DETERWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENT.
2. DISTURBED AREAS SHALL BE TEMPORARILY SEEDDED OR MULCHED IMMEDIATELY WHENEVER CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
3. STORM SEWERS AND DRAINAGE WAYS SHALL BE PROTECTED FROM CONCRETE SLURRY PRODUCED BY SAWCUTTING AND CONCRETE GRINDING.
4. IF SEED IS HAVING A HARD TIME GETTING ESTABLISHED ON 3:1 SLOPES A TEMPORARY MATTING SHALL BE USED TO HELP KEEP THE SEED IN PLACE OR THE AREA SHALL BE SODDED AS AN ALTERNATIVE.

<u>DISCHARGE POINT #1 DIRECTLY INTO NORTH WALNUT CREEK</u>	
TOTAL AREA DISTURBED TO DISCHARGE POINT	10.62 ACRES
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	38,232 CU FT
VOLUME PROVIDED IN SILT FENCE (3,083 LF @ 4.5 CU FT/LF OF FENCE)	13,874 CU FT
VOLUME PROVIDED IN FILTER SOCK (7 LF @ 2.0 CU FT/LF)	14 CU FT
VOLUME PROVIDED IN TSB #1B	44,031 CU FT
TOTAL VOLUME PROVIDED	57,919 CU FT

DRAINAGE ARROW	
GRADING LIMITS	
SILT FENCE	
FILTER SOCK	
INLET PROTECTION	
PORTABLE RESTROOM	
TEMPORARY STANDPIPE	
CONCRETE WASHOUT PIT	
UNDISTURBED AREA	
RIP-RAP	
GRAVEL ENTRANCE	
STAGING AREA	
TEMPORARY SEDIMENT BASIN	



REVISIONS	DATE
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ENGINEER: GH

ENGINEER: EKO



GRIMES, IOWA

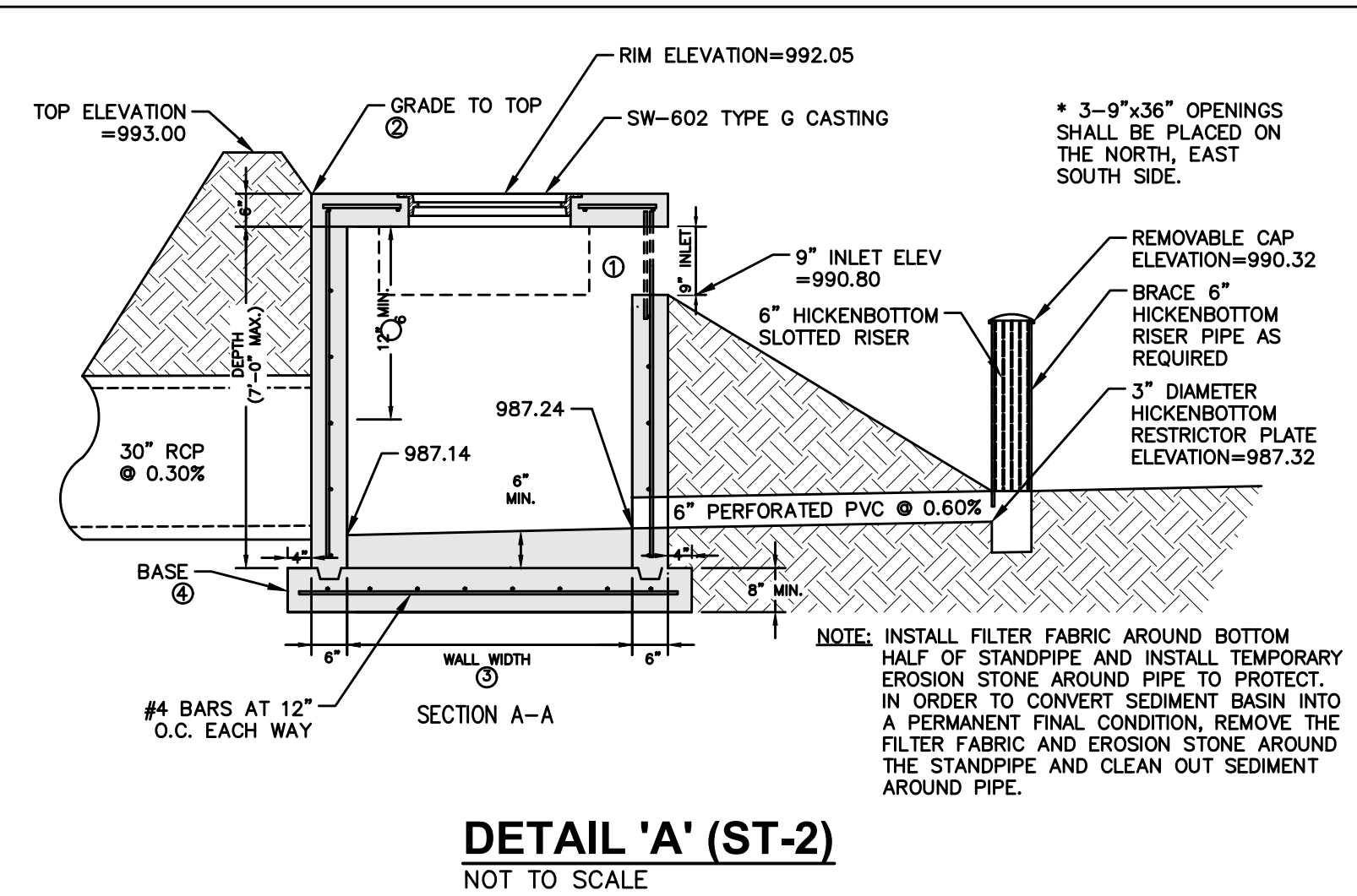
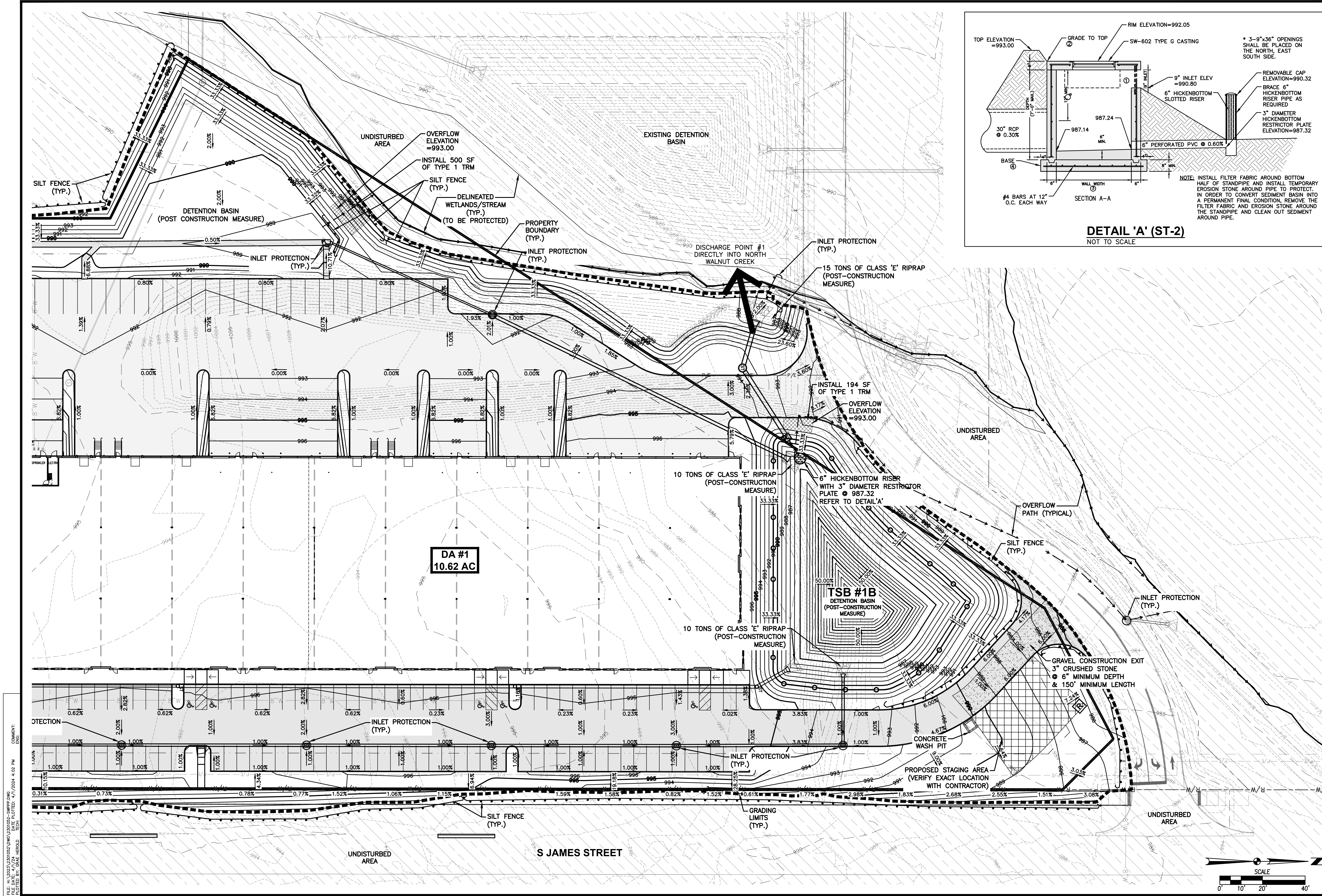
LEGACY AT JAMES STREET - LOT 4

EROSION AND SEDIMENT CONTROL PLAN

C6.0

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CHECKED BY: KARE HEROLD



DATE

04/01/2024

03/08/2024

02/12/2024

REVISIONS

THIRD SUBMITTAL

SECOND SUBMITTAL

FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
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ENGINEER: GH

LEGACY AT JAMES STREET - LOT 4

EROSION AND SEDIMENT CONTROL PLAN

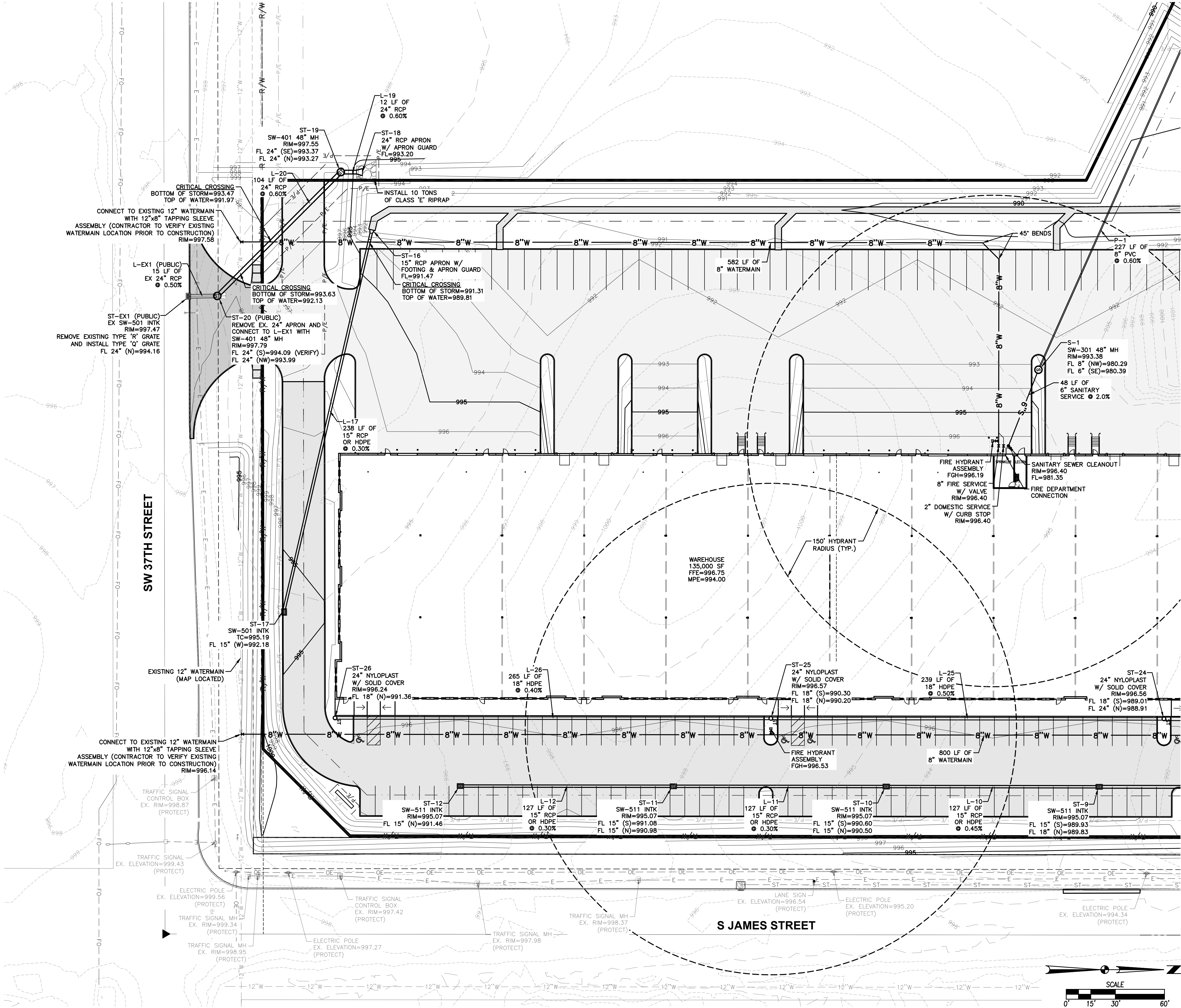
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CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

ESTIMATED PROJECT QUANTITIES			
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
1	SANITARY SEWER SERVICE, 6" DIA	LF	48
2	SANITARY SEWER GRAVITY MAIN, 8" DIA	LF	227
3	STORM SEWER, TRENCHED, 6" PVC	LF	14
4	STORM SEWER, TRENCHED, 12" RCP OR HDPE	LF	117
5	STORM SEWER, TRENCHED, 15" RCP OR HDPE	LF	613
6	STORM SEWER, TRENCHED, 18" HDPE	LF	504
7	STORM SEWER, TRENCHED, 18" RCP OR HDPE	LF	540
8	STORM SEWER, TRENCHED, 24" HDPE	LF	431
9	STORM SEWER, TRENCHED, 24" RCP OR HDPE	LF	334
10	STORM SEWER, TRENCHED, 30" RCP OR HDPE	LF	82
11	STORM SEWER, 12" RCP APRON W/ FOOTING & APRON GUARD	EA	1
12	STORM SEWER, 15" RCP APRON W/ FOOTING & APRON GUARD	EA	1
13	STORM SEWER, 18" RCP APRON W/ FOOTING & APRON GUARD	EA	1
14	STORM SEWER, 24" CMP APRON W/ APRON GUARD	EA	1
15	STORM SEWER, 24" RCP APRON W/ APRON GUARD	EA	1
16	STORM SEWER, 24" RCP APRON W/ FOOTING & APRON GUARD	EA	1
17	STORM SEWER, 30" RCP APRON W/ FOOTING & APRON GUARD	EA	1
18	WATER MAIN, 8" DIA	LF	1,381
19	FIRE HYDRANT ASSEMBLY	EA	3
20	12"x8" TAPPING SLEEVE ASSEMBLY	EA	2
21	8" FIRE SERVICE W/ VALVE	EA	1
22	2" DOMESTIC SERVICE W/ CURB STOP	EA	1
23	MANHOLE, SW-301, 48" (SANITARY SEWER)	EA	1
24	MANHOLE, SW-401, 48" (STORM SEWER)	EA	2
25	MANHOLE, SW-401, 60" (STORM SEWER)	EA	1
26	INTAKE, SW-501	EA	2
27	INTAKE, SW-502, 48"	EA	1
28	INTAKE, SW-511	EA	7
29	INTAKE, SW-513 4'x4'	EA	1
30	ROCK OUTLET PROTECTION, CLASS 'E' RIP RAP	TONS	55
31	TYPE 1 TURF REINFORCEMENT MAT	SF	694
32	24" NYLOPLAST W/ SOLID COVER	EA	5
33	SANITARY SEWER CLEANOUT	EA	1



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04/01/2024

03/08/2024

02/12/2024

THIRD SUBMITTAL
SECOND SUBMITTAL
FIRST SUBMITTAL

ENGINEER: GH

ENGINEER: EKO

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

CIVIL DESIGN ADVANTAGE

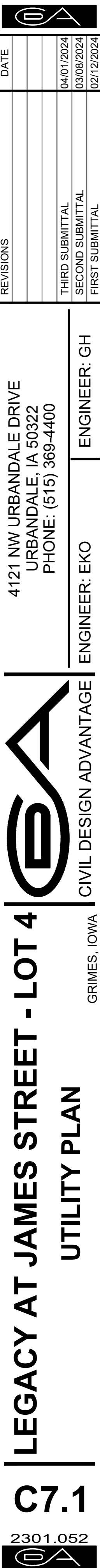
GRIMES, IOWA

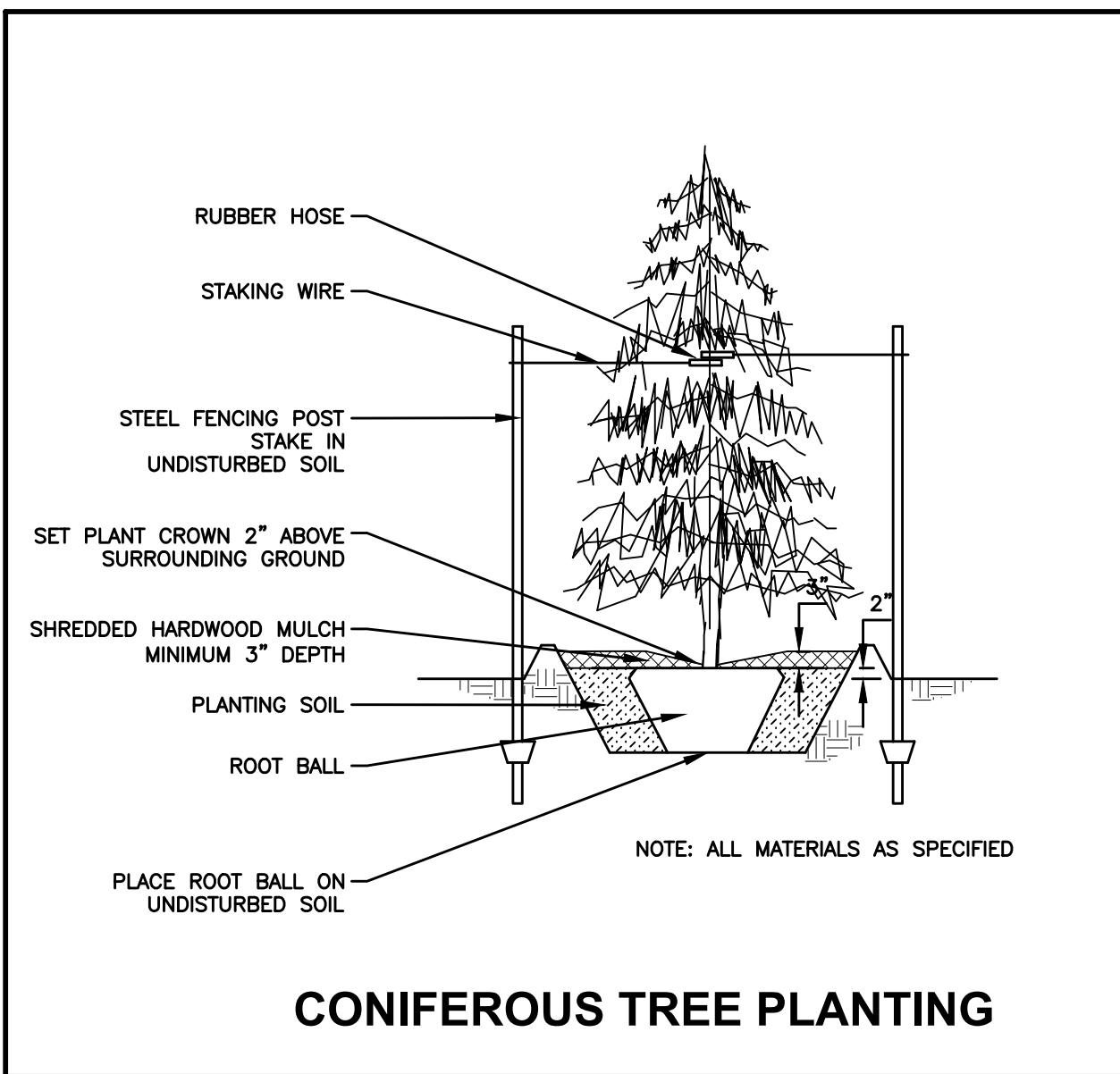
UTILITY PLAN

LEGACY AT JAMES STREET - LOT 4

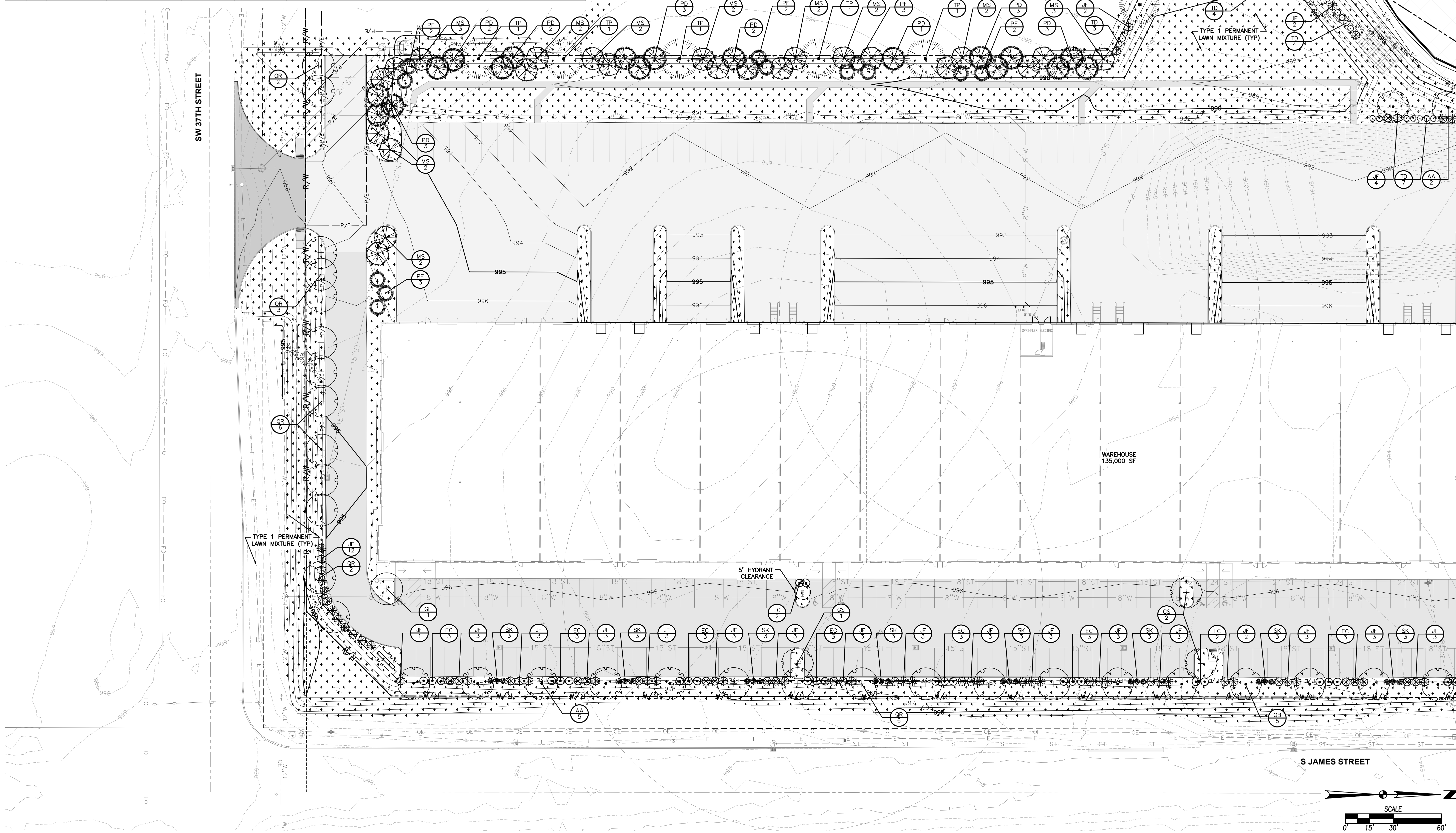
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PLANT SCHEDULE									
CODE	QTY	INTERIOR PARKING	LOADING AREA BUFFER	S. JAMES R.O.W.	SW 37TH R.O.W.	WEST SETBACK	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
EVERGREEN TREES									
PD	19		19				Douglas Fir	<i>Pseudotsuga menziesii</i>	B&B, 6' HEIGHT
PF	12		12				Pyramidal White Pine	<i>Pinus strobus</i> 'Fastigiata'	B&B, 6' HEIGHT
PS	2					2	White Pine	<i>Pinus strobus</i>	B&B, 6' HEIGHT
TP	7		5			2	Western Red Cedar	<i>Thuja plicata</i>	B&B, 6' HEIGHT
ORNAMENTAL TREES									
MS	22		22				Spring Snow Crab Apple	<i>Malus x</i> 'Spring Snow'	B&B, 1.5" CALIPER
OVERSTORY TREES									
AA	12					10	Autumn Blaze Red Maple	<i>Acer rubrum</i> 'Autumn Blaze'	B&B, 2" CALIPER
GL	10	3				7	Greenspire Linden	<i>Tilia cordata</i> 'Greenspire'	B&B, 2" CALIPER
GS	5	5					Skyline Honey Locust	<i>Gleditsia triacanthos</i> 'Skyline'	B&B, 2" CALIPER
QB	9					5	Swamp White Oak	<i>Quercus bicolor</i>	B&B, 2" CALIPER
QR	24	2			13	9	Red Oak	<i>Quercus rubra</i>	B&B, 2" CALIPER
SHRUBS									
EC	35	2				33	Compact Burning Bush	<i>Euonymus alatus</i> 'Compactus'	24" HT.
JF	92				12	66	Sea Green Juniper	<i>Juniperus chinensis</i> 'Sea Green'	24" HT.
SK	33					33	Miss Kim Korean Lilac	<i>Syringa pubescens</i> 'Miss Kim'	24" HT.
TD	28					28	Dense Yew	<i>Taxus x media</i>	24" HT.



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FIRST SUBMITTAL	02/12/2024

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: EKO

CRIMES: IOWA

LEGACY AT JAMES STREET - LOT 4

LANDSCAPE PLAN

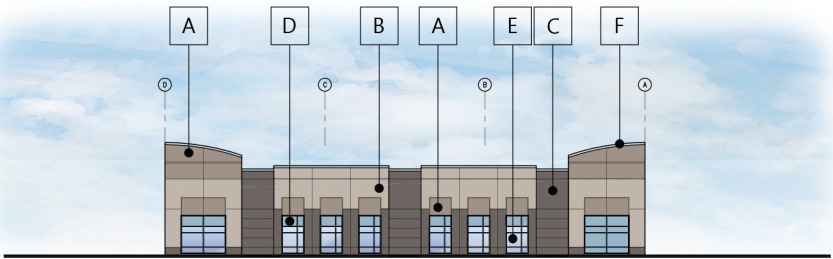
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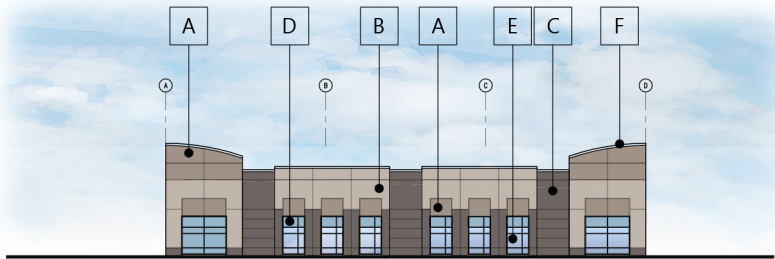


SOUTH FACADE GLAZING CALCULATION	
TYP. WINDOW LENGTH - TYPE 'A'	14'-0"
WINDOW QUANTITY	2
TYP. WINDOW LENGTH - TYPE 'B'	7'-0"
WINDOW QUANTITY	6
TOTAL LINEAR FEET GLAZING	70'-0"
TOTAL FACADE LENGTH (ft)	150'-0"
TOTAL % GLAZED	47%

EAST FACADE GLAZING CALCULATION	
TYP. WINDOW LENGTH - TYPE 'A'	14'-0"
WINDOW QUANTITY	2
TYP. WINDOW LENGTH - TYPE 'B'	7'-0"
WINDOW QUANTITY	60
TOTAL LINEAR FEET GLAZING	448'-0"
TOTAL FACADE LENGTH (ft)	900'-0"
TOTAL % GLAZED	50%

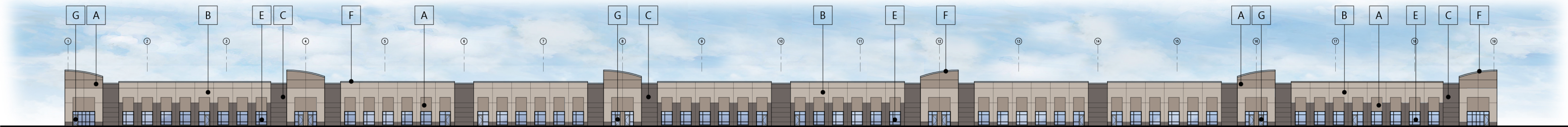


North Elevation

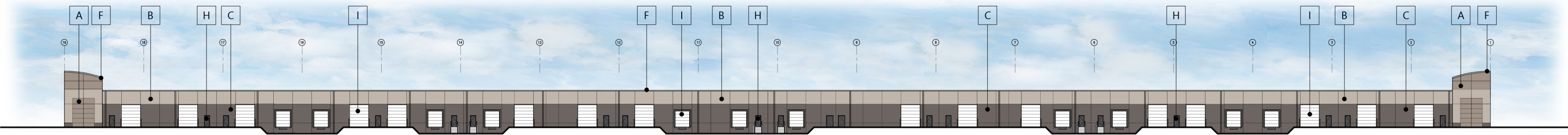


South Elevation

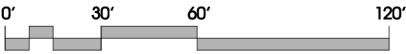
- MATERIALS KEY:
- A Precast Concrete Panel Painted Color "XP2" - Sherwin Williams SW9169 Chatura Gray
 - B Precast Concrete Panel Painted Color "XP1" - Sherwin Williams SW6072 Versatile Gray
 - C Precast Concrete Panel Painted Color "XP3" - Sherwin Williams SW6005 Folkstone
 - D 1" Insulated Glazing (Spandrel)
 - E Aluminum Storefront
 - F Premanufactured and Prefinished Aluminum Coping
 - G Aluminum Entrance With Medium Style Door
 - H Steel Door With Steel Frame
 - I Sectional Overhead Steel Door Vertical Lift



East Elevation



West Elevation



CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: City of Grimes Budget Fiscal Year 2024-2025

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services ____

*Great Place to Live/Expanded Quality of Life Amenities ____

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Marcia Woodke

Return to: Marcia Woodke

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: Public Hearing on City of Grimes Budget Fiscal Year 2024-2025

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services ____

*Great Place to Live/Expanded Quality of Life Amenities ____

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to:

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: Resolution Approving City of Grimes Annual Budget Fiscal Year 2024-2025

BACKGROUND: Following the Council's budget workshop on February 13th, Staff incorporated the Council's direction on the proposed property tax rate into the attached budget. The proposed budget funds the CIP, debt repayment, and city operations for fiscal year 2024-2025.

BUDGETARY CONSIDERATIONS: The proposed tax levy rate for FY2024-2025 will decrease property taxes by \$.23035/\$1000 and is set at \$10.84518. The total budgeted expenses, including transfers, are \$87,716,333, and the total budgeted revenue is \$82,645,591.

STRATEGIC PLANNING:

Prioritized: X YES ☐ NO

*High-Performing Organization/Exception Professional Services ☐

*Great Place to Live/Expanded Quality of Life Amenities X

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: Council held a budget workshop on February 13, 2024, the Public Hearing on the proposed property tax levy on April 9, 2024, and set the Public Hearing for the fiscal year 2024-2025 budget on April 9, 2024.

STAFF RECOMMENDATION: Staff recommends approval of the annual fiscal year 2024-2025 budget.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Marcia Woodke

Return to: Marcia Woodke

RESOLUTION 04-0424 APPROVING CITY OF GRIMES ANNUAL BUDGET FISCAL YEAR
2024-2025

Grimes Resolution No. 04-0424

WHEREAS, the Code of Iowa, Chapter 384, Section 16, requires that all cities prepare and adopt an annual budget of expenditures and receipts for at least the next fiscal year; and

WHEREAS, the Clerk shall certify the necessary tax levy for the next fiscal year to the County Auditors; and

WHEREAS, the Notice of Public Hearing Budget Estimate was published on April 10, 2024; and

WHEREAS, the Grimes City Council did hold a public hearing concerning the budget for the 2024-2025 fiscal year on April 23, 2024; and

WHEREAS, the Grimes City Council, after hearing all taxpayers wishing to be heard, gave final consideration to the proposed budget and any modifications proposed at the hearing.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that they do hereby approve the budget for the 2024-2025 fiscal year as attached in the budget forms.

BE IT FURTHER RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution and the City Clerk is directed to submit these forms to the Polk & Dallas County Auditors.

PASSED and APPROVED on April 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025
ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES
The City of : GRIMES County Name: POLK COUNTY, DALLAS

Adopted On: 4/23/2024 Resolution: 04-0424

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	1,267,158,745	2b	1,246,405,339	
DEBT SERVICE	3a	1,567,759,898	3b	1,547,006,492	
Ag Land	4a	4,374,570			

City Number: 77-719
Last Official Census: 15,392

Consolidated General Fund Levy Calculation

	CGFL Max Rate	CGFL Max Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2024 Budget Data	7.65636	8,874,375	1,159,085,148	9.32
	Limitation Percentage			
	3			
	CGFL Max Rate	CGFL Max Dollars	Revenue Growth %	
Max Allowed CGFL for FY 2025	7.43336	9,419,247	6.14	

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	ENTER FIRE DISTRICT RATE BELOW			(A) Request with Utility Replacement	(B) Property Taxes Levied		(C) Rate
384.1	7.43336	Consolidated General Fund			5	9,419,247	9,264,980	43	7.43336
		Non-Voted Other Permissible Levies							
384.12(1)	0.95000	Opr & Maint publicly owned Transit			7		0	45	0.00000
384.12(2)	0.27000	Aviation Authority (under sec.330A.15)			11		0	49	0.00000
384.12(3)	Amt Nec	Liability, property & self insurance costs			14		0	52	0.00000
384.12(5)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.			462		0	465	0.00000
		Voted Other Permissible Levies							
28E.22	1.50000	Unified Law Enforcement			24		0	62	0.00000
		Total General Fund Regular Levies (5 thru 24)			25	9,419,247	9,264,980		
384.1	3.00375	Ag Land			26	13,141	13,140	63	3.00375
		Total General Fund Tax Levies (25 + 26)			27	9,432,388	9,278,120		Do Not Add
		Special Revenue Levies							
384.6	Amt Nec	Police & Fire Retirement			29		0		0.00000
	Amt Nec	FICA & IPERS (if general fund at levy limit)			30		0		0.00000
Rules	Amt Nec	Other Employee Benefits			31	965,350	949,537		0.76182
		Subtotal Employee Benefit Levy (29,30,31)			32	965,350	949,537	65	0.76182
		Valuation							
386	As Req	With Gas & Elec		Without Gas & Elec					
	SSMID 1 (A)	0 (B)		0	34		0	66	0.00000
	SSMID 2 (A)	0 (B)		0	35		0	67	0.00000
	SSMID 3 (A)	0 (B)		0	36		0	68	0.00000
	SSMID 4 (A)	0 (B)		0	37		0	69	0.00000
	SSMID 5 (A)	0 (B)		0	555		0	565	0.00000
	SSMID 6 (A)	0 (B)		0	556		0	566	0.00000
	SSMID 7 (A)	0 (B)		0	1177		0	1179	0.00000
	SSMID 8 (A)	0 (B)		0	1185		0	1187	0.00000
		Total Special Revenue Levies			39	965,350	949,537		
384.4	Amt Nec	Debt Service Levy 76.10(6)			40	4,154,564	4,099,567	70	2.65000
384.7	0.67500	Capital Projects (Capital Improv. Reserve)			41		0	71	0.00000
		Total Property Taxes (27+39+40+41)			42	14,552,302	14,327,224	72	10.84518

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following: Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

(City Representative)

(Date)

(County Auditor)

(Date)

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 4/9/2024 Meeting Time: 05:30 PM Meeting Location: Grimes Community Center 410 SE Main St. Grimes, IA 50111

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.grimesiowa.gov

City Telephone Number
(515) 986-3036

Iowa Department of Management	Current Year Certified Property Tax 2023 - 2024	Budget Year Effective Property Tax 2024 - 2025	Budget Year Proposed Property Tax 2024 - 2025
Taxable Valuations for Non-Debt Service	1,140,310,823	1,246,405,339	1,246,405,339
Consolidated General Fund	8,730,630	8,730,630	9,264,980
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	0	0	0
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	0	0	0
FICA & IPERS (If at General Fund Limit)	0	0	0
Other Employee Benefits	1,048,139	1,048,139	949,537
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	1,353,403,702	1,547,006,492	1,547,006,492
Debt Service	3,383,509	3,383,509	4,099,567
CITY REGULAR TOTAL PROPERTY TAX	13,162,278	13,162,278	14,314,084
CITY REGULAR TAX RATE	11.07553	10.03271	10.84518
Taxable Value for City Ag Land	4,271,681	4,374,570	4,374,570
Ag Land	12,832	12,832	13,140
CITY AG LAND TAX RATE	3.00375	2.93332	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Residential	605	503	-16.86
Commercial property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Commercial	605	503	-16.86

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

Reasons for tax increase if proposed exceeds the current:

Increased tax dollars will be utilized for 28% increase in Fire/EMS primarily related to Fire Fighters union contract and new equipment. Property casualty insurance increased 46% and we expect a similar increase next year. Additional dollars utilized for debt service to pay for capital projects.

FUND BALANCE

City Name: GRIMES
Fiscal Year July 1, 2024 - June 30, 2025

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2023										
	1	12,330,174	7,851,099	511,645	993,267	23,302,967	0	44,989,152	20,171,930	65,161,082
	2	14,618,969	7,442,042	6,710,501	5,842,425	80,866,955	0	115,480,892	13,953,614	129,434,506
	3	14,579,670	7,119,178	5,923,819	5,924,191	73,093,368	0	106,640,226	14,146,461	120,786,687
	4	12,369,473	8,173,963	1,298,327	911,501	31,076,554	0	53,829,818	19,979,083	73,808,901
Re-Estimated FY 2024										
	5	12,369,473	8,173,963	1,298,327	911,501	31,076,554	0	53,829,818	19,979,083	73,808,901
	6	14,534,743	7,049,717	6,519,924	6,775,360	47,043,560	0	81,923,304	17,844,388	99,767,692
	7	21,286,719	6,676,446	6,522,749	7,109,088	59,414,337	0	101,009,339	16,420,936	117,430,275
	8	5,617,497	8,547,234	1,295,502	577,773	18,705,777	0	34,743,783	21,402,535	56,146,318
Budget FY 2025										
	9	5,617,497	8,547,234	1,295,502	577,773	18,705,777	0	34,743,783	21,402,535	56,146,318
	10	16,069,419	7,316,440	8,940,366	7,979,807	23,903,644	0	64,209,676	18,435,915	82,645,591
	11	16,069,419	7,467,902	7,943,458	7,962,926	29,773,694	0	69,217,399	18,569,853	87,787,252
	12	5,617,497	8,395,772	2,292,410	594,654	12,835,727	0	29,736,060	21,268,597	51,004,657

LOCAL EMC SUPPORT

City Name: GRIMES
Fiscal Year July 1, 2024 - June 30, 2025

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		0
Support of a Local Emerg.Mgmt.Comm.	0	0
TOTAL FOR FY 2025	0	0

City Name: GRIMES
Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
PUBLIC SAFETY									
Police Department/Crime Prevention	1 1,477,800	0						1,477,800	1,386,042
Jail	2							0	0
Emergency Management	3							0	0
Flood Control	4							0	0
Fire Department	5 1,855,538	261,463						2,117,001	843,533
Ambulance	6 1,537,264	458,944						1,996,208	1,721,942
Building Inspections	7 1,916,813	461,094						2,377,907	1,572,988
Miscellaneous Protective Services	8							0	0
Animal Control	9 250							250	224
Other Public Safety	10							0	0
TOTAL (lines 1 - 10)	11 6,787,665	1,181,501				0		7,969,166	5,524,729
PUBLIC WORKS									
Roads, Bridges, & Sidewalks	12 981,867	1,726,241						2,708,108	2,280,820
Parking - Meter and Off-Street	13							0	0
Street Lighting	14 198,500	30,000						228,500	197,069
Traffic Control and Safety	15	35,000						35,000	20,357
Snow Removal	16 5,000	376,700						381,700	123,876
Highway Engineering	17							0	0
Street Cleaning	18							0	0
Airport (if not Enterprise)	19							0	0
Garbage (if not Enterprise)	20							0	0
Other Public Works	21							0	0
TOTAL (lines 12 - 21)	22 1,185,367	2,167,941				0		3,353,308	2,622,122
HEALTH & SOCIAL SERVICES									
Welfare Assistance	23							0	0
City Hospital	24							0	0
Payments to Private Hospitals	25							0	0
Health Regulation and Inspection	26							0	0
Water, Air, and Mosquito Control	27 8,000							8,000	0
Community Mental Health	28							0	0
Other Health and Social Services	29							0	0
TOTAL (lines 23 - 29)	30 8,000	0				0		8,000	0
CULTURE & RECREATION									
Library Services	31 1,111,901	234,236						1,346,137	916,898
Museum, Band and Theater	32							0	0
Parks	33 604,682	121,623						726,305	647,437
Recreation	34 317,010	63,857						380,867	640,850
Cemetery	35 64,000	1,026						65,026	23,736
Community Center, Zoo, & Marina	36 246,670	34,561						281,231	168,850
Other Culture and Recreation	37							0	39,080
TOTAL (lines 31 - 37)	38 2,344,263	455,303				0		2,799,566	2,436,851

City Name: GRIMES
Fiscal Year July 1, 2023 - June 30, 2024

	GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
	COMMUNITY & ECONOMIC DEVELOPMENT									
39	Community Beautification								0	0
40	Economic Development	256,000	46,000	3,385,893					3,687,893	0
41	Housing and Urban Renewal								0	0
42	Planning & Zoning								0	0
43	Other Com & Econ Development								0	294,117
44	TIF Rebates								0	3,054,458
45	TOTAL (lines 39 - 44)	256,000	46,000	3,385,893			0		3,687,893	3,348,575
	GENERAL GOVERNMENT									
46	Mayor, Council, & City Manager	268,400	57,315						325,715	300,496
47	Clerk, Treasurer, & Finance Adm.	607,014	209,764						816,778	769,685
48	Elections	28,500							28,500	21,900
49	Legal Services & City Attorney	248,500							248,500	238,286
50	City Hall & General Buildings	336,244	4,120						340,364	481,564
51	Tort Liability	118,800							118,800	87,458
52	Other General Government	39,000							39,000	41,178
53	TOTAL (lines 46 - 52)	1,646,458	271,199	0			0		1,917,657	1,940,567
	DEBT SERVICE									
54	Gov Capital Projects				7,109,088				7,109,088	5,924,191
55	TIF Capital Projects					58,720,635			58,720,635	65,108,172
56									0	0
57	TOTAL CAPITAL PROJECTS	0	0	0		58,720,635	0		58,720,635	65,108,172
58	TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	12,227,753	4,121,944	3,385,893	7,109,088	58,720,635	0		85,565,313	86,905,207
	BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF									
59	Water Utility							3,118,197	3,118,197	2,636,471
60	Sewer Utility							4,402,884	4,402,884	3,084,246
61	Electric Utility								0	0
62	Gas Utility								0	0
63	Airport								0	0
64	Landfill/Garbage							962,786	962,786	847,113
65	Transit								0	0
66	Cable TV, Internet & Telephone								0	0
67	Housing Authority								0	0
68	Storm Water Utility							724,138	724,138	331,730
69	Other Business Type (city hosp., ISF, parking, etc.)							0	0	135
70	Enterprise DEBT SERVICE								0	2,595,363
71	Enterprise CAPITAL PROJECTS								0	0
72	Enterprise TIF CAPITAL PROJECTS								0	0
73	TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)							9,208,005	9,208,005	9,495,058
74	TOTAL ALL EXPENDITURES (lines 58+73)	12,227,753	4,121,944	3,385,893	7,109,088	58,720,635	0	9,208,005	94,773,318	96,400,265
75	Regular Transfers Out	9,058,966	2,554,502		0	693,702		7,212,931	19,520,101	21,517,061
76	Internal TIF Loan Transfers Out			3,136,856					3,136,856	2,869,361
77	Total ALL Transfers Out	9,058,966	2,554,502	3,136,856	0	693,702	0	7,212,931	22,656,957	24,386,422
78	Total Expenditures and Other Fin Uses (lines 74+77)	21,286,719	6,676,446	6,522,749	7,109,088	59,414,337	0	16,420,936	117,430,275	120,786,687
79	Ending Fund Balance June 30	5,617,497	8,547,234	1,295,502	577,773	18,705,777	0	21,402,535	56,146,318	73,808,901

RE-ESTIMATED REVENUES DETAIL

City Name: GRIMES
Fiscal Year July 1, 2023 - June 30, 2024

REVENUES & OTHER FINANCING SOURCES	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
Taxes Levied on Property	1 8,743,462	1,048,139		3,383,509				13,175,110	12,108,582
Less: Uncollected Property Taxes - Levy Year	2							0	0
Net Current Property Taxes (line 1 minus line 2)	3 8,743,462	1,048,139		3,383,509	0			13,175,110	12,108,582
Delinquent Property Taxes	4							0	0
TIF Revenues	5		6,519,924					6,519,924	6,591,900
Other City Taxes:									
Utility Tax Replacement Excise Taxes	6 143,745	17,255		46,936				207,936	197,435
Utility franchise tax (Iowa Code Chapter 364.2)	7							0	0
Parimutuel wager tax	8							0	0
Gaming wager tax	9							0	0
Mobile Home Taxes	10	0						0	0
Hotel/Motel Taxes	11	0	69,000					69,000	79,513
Other Local Option Taxes	12	2,445,504			0			2,445,504	3,037,566
Subtotal - Other City Taxes (lines 6 thru 12)	13 143,745	2,531,759		46,936	0			2,722,440	3,314,514
Licenses & Permits	14 503,300						0	503,300	677,729
Use of Money & Property	15 949,585	601		0	0		938,572	1,888,758	1,660,645
Intergovernmental:									
Federal Grants & Reimbursements	16 0				0		0	0	1,156,769
Road Use Taxes	17	2,008,656						2,008,656	2,119,076
Other State Grants & Reimbursements	18 263,895	35,571	0	94,592	895,000		0	1,289,058	1,074,855
Local Grants & Reimbursements	19 90,000							90,000	624,300
Subtotal - Intergovernmental (lines 16 thru 19)	20 353,895	2,044,227	0	94,592	895,000		0	3,387,714	4,975,000
Charges for Fees & Service:									
Water Utility	21						7,038,045	7,038,045	5,909,325
Sewer Utility	22						4,643,825	4,643,825	3,619,893
Electric Utility	23							0	0
Gas Utility	24							0	0
Parking	25							0	0
Airport	26							0	0
Landfill/Garbage	27						788,884	788,884	746,716
Hospital	28							0	0
Transit	29							0	0
Cable TV, Internet & Telephone	30							0	0
Housing Authority	31							0	0
Storm Water Utility	32								
Other Fees & Charges for Service	33 536,300	0					825,549	825,549	799,038
Subtotal - Charges for Service (lines 21 thru 33)	34 536,300	0		0	0	0	13,296,303	13,832,603	11,805,085
Special Assessments	35			0	0			0	0
Miscellaneous	36 227,500	102,752			347,760		202,374	880,386	9,671,188
Other Financing Sources:	37 2,583,071	1,322,239		606,852	11,600,800		3,407,139	19,520,101	21,517,061
Regular Operating Transfers In	38 493,385		0	2,643,471	0			3,136,856	2,869,361
Internal TIF Loan Transfers In	39 3,076,456	1,322,239	0	3,250,323	11,600,800	0	3,407,139	22,656,957	24,386,422
Subtotal ALL Operating Transfers In	40			0	34,200,000		0	34,200,000	54,232,618
Proceeds of Debt (Excluding TIF Internal Borrowing)	41				0			500	10,823
Proceeds of Capital Asset Sales	42 3,076,956	1,322,239	0	3,250,323	45,800,800	0	3,407,139	56,857,457	78,629,863
Subtotal-Other Financing Sources (lines 36 thru 38)	43 14,534,743	7,049,717	6,519,924	6,775,360	47,043,560	0	17,844,388	99,767,692	129,434,506
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	44 12,369,473	8,173,963	1,298,327	911,501	31,076,554	0	19,979,083	73,808,901	65,161,082
Beginning Fund Balance July 1	45 26,904,216	15,223,680	7,818,251	7,686,861	78,120,114	0	37,823,471	173,576,593	194,595,588
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)									

City Name: GRIMES
Fiscal Year July 1, 2024 - June 30, 2025

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
PUBLIC SAFETY										
Police Department/Crime Prevention	1 1,536,232	0						1,536,232	1,477,800	1,386,042
Jail	2							0	0	0
Emergency Management	3							0	0	0
Flood Control	4							0	0	0
Fire Department	5 1,451,475	187,909						1,639,384	2,117,001	843,533
Ambulance	6 1,734,358	508,052						2,242,410	1,996,208	1,721,942
Building Inspections	7 1,684,772	430,445						2,115,217	2,377,907	1,572,988
Miscellaneous Protective Services	8							0	0	0
Animal Control	9 250							250	250	224
Other Public Safety	10							0	0	0
TOTAL (lines 1 - 10)	11 6,407,087	1,126,406				0		7,533,493	7,969,166	5,524,729
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12 1,024,522	1,654,741						2,679,263	2,708,108	2,280,820
Parking - Meter and Off-Street	13							0	0	0
Street Lighting	14 180,000	30,000						210,000	228,500	197,069
Traffic Control and Safety	15	35,000						35,000	35,000	20,357
Snow Removal	16 5,000	376,700						381,700	381,700	123,876
Highway Engineering	17							0	0	0
Street Cleaning	18							0	0	0
Airport	19							0	0	0
Garbage (if not Enterprise)	20							0	0	0
Other Public Works	21							0	0	0
TOTAL (lines 12 - 21)	22 1,209,522	2,096,441			0			3,305,963	3,353,308	2,622,122
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23							0	0	0
City Hospital	24							0	0	0
Payments to Private Hospitals	25							0	0	0
Health Regulation and Inspection	26							0	0	0
Water, Air, and Mosquito Control	27 8,000							8,000	8,000	0
Community Mental Health	28							0	0	0
Other Health and Social Services	29							0	0	0
TOTAL (lines 23 - 29)	30 8,000	0			0			8,000	8,000	0
CULTURE & RECREATION										
Library Services	31 1,154,324	227,430						1,381,754	1,346,137	916,898
Museum, Band and Theater	32							0	0	0
Parks	33 750,924	168,015						918,939	726,305	647,437
Recreation	34 834,399	66,938						901,337	380,867	640,850
Cemetery	35 113,700	1,026						114,726	65,026	23,736
Community Center, Zoo, & Marina	36 177,327	0						177,327	281,231	168,850
Other Culture and Recreation	37	105,534						105,534	0	39,080
TOTAL (lines 31 - 37)	38 3,030,674	568,943				0		3,599,617	2,799,566	2,436,851

City Name: GRIMES
Fiscal Year July 1, 2024 - June 30, 2025

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39							0	0	0
Economic Development	40	456,450	91,971	3,860,895				4,409,316	3,687,893	0
Housing and Urban Renewal	41							0	0	0
Planning & Zoning	42							0	0	0
Other Com & Econ Development	43							0	0	294,117
TIF Rebates	44							0	0	3,054,458
TOTAL (lines 39 - 44)	45	456,450	91,971	3,860,895		0		4,409,316	3,687,893	3,348,575
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	282,460	57,984					340,444	325,715	300,496
Clerk, Treasurer, & Finance Adm.	47	659,667	193,315					852,982	816,778	769,685
Elections	48	29,000						29,000	28,500	21,900
Legal Services & City Attorney	49	251,000						251,000	248,500	238,286
City Hall & General Buildings	50	672,169	56,395					728,564	340,364	481,564
Tort Liability	51	125,000						125,000	118,800	87,458
Other General Government	52	189,000						189,000	39,000	41,178
TOTAL (lines 46 - 52)	53	2,208,296	307,694	0		0		2,515,990	1,917,657	1,940,567
DEBT SERVICE										
Gov Capital Projects	54			7,962,926				7,962,926	7,109,088	5,924,191
TIF Capital Projects	55				29,773,694			29,773,694	58,720,635	65,108,172
TOTAL CAPITAL PROJECTS	56							0	0	0
TOTAL (lines 54 - 56)	57	0	0	0	29,773,694	0		29,773,694	58,720,635	65,108,172
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	58	13,320,029	4,191,455	7,962,926	29,773,694	0		59,108,999	85,565,313	86,905,207
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
Water Utility	59						4,011,087	4,011,087	3,118,197	2,636,471
Sewer Utility	60						4,456,461	4,456,461	4,402,884	3,084,246
Electric Utility	61						0	0	0	0
Gas Utility	62						0	0	0	0
Airport	63						0	0	0	0
Landfill/Garbage	64						1,020,504	1,020,504	962,786	847,113
Transit	65						0	0	0	0
Cable TV, Internet & Telephone	66						0	0	0	0
Housing Authority	67						0	0	0	0
Storm Water Utility	68						739,085	739,085	724,138	331,730
Other Business Type (city hosp., ISF, parking, etc.)	69						5,500	5,500	0	135
Enterprise DEBT SERVICE	70						3,823,318	3,823,318	0	2,595,363
Enterprise CAPITAL PROJECTS	71						0	0	0	0
Enterprise TIF CAPITAL PROJECTS	72						0	0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73						14,055,955	14,055,955	9,208,005	9,495,058
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	13,320,029	4,191,455	7,962,926	29,773,694	0	14,055,955	73,164,954	94,773,318	96,400,265
Regular Transfers Out	75	2,749,390	3,276,447	0	0		4,513,898	10,539,735	19,520,101	21,517,061
Internal TIF Loan / Repayment Transfers Out	76			4,082,563				4,082,563	3,136,856	2,869,361
Total ALL Transfers Out	77	2,749,390	3,276,447	4,082,563	0	0	4,513,898	14,622,298	22,656,957	24,386,422
Total Expenditures & Fund Transfers Out (lines 74+77)	78	16,069,419	7,467,902	7,943,458	29,773,694	0	18,569,853	87,787,252	117,430,275	120,786,687
Ending Fund Balance June 30	79	5,617,497	8,395,772	2,292,410	12,835,727	0	21,268,597	51,004,657	56,146,318	73,808,901

REVENUES DETAIL

City Name: GRIMES
Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
REVENUES & OTHER FINANCING SOURCES										
Taxes Levied on Property	1	9,278,120	949,537	4,099,567	0			14,327,224	13,175,110	12,108,582
Less: Uncollected Property Taxes - Levy Year	2							0	0	0
Net Current Property Taxes (line 1 minus line 2)	3	9,278,120	949,537	4,099,567	0			14,327,224	13,175,110	12,108,582
Delinquent Property Taxes	4							0	0	0
TIF Revenues	5		8,940,366					8,940,366	6,519,924	6,591,900
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	154,267	15,813	54,997	0			225,077	207,936	197,435
Utility franchise tax (Iowa Code Chapter 364.2)	7							0	0	0
Parimutuel wager tax	8							0	0	0
Gaming wager tax	9							0	0	0
Mobile Home Taxes	10	0						0	0	0
Hotel/Motel Taxes	11	0	69,000					69,000	69,000	79,513
Other Local Option Taxes	12		2,764,170		0			2,764,170	2,445,504	3,037,566
Subtotal - Other City Taxes (lines 6 thru 12)	13	154,267	2,848,983	54,997	0			3,058,247	2,722,440	3,314,514
Licenses & Permits	14	507,400						507,400	503,300	677,729
Use of Money & Property	15	1,035,045	0	0	0		1,395,909	2,430,954	1,888,758	1,660,645
Intergovernmental:										
Federal Grants & Reimbursements	16	0			0		0	0	0	1,156,769
Road Use Taxes	17		2,047,136					2,047,136	2,008,656	2,119,076
Other State Grants & Reimbursements	18	221,417	22,097	87,802				331,316	1,289,058	1,074,855
Local Grants & Reimbursements	19	82,012						82,012	90,000	624,300
Subtotal - Intergovernmental (lines 16 thru 19)	20	303,429	2,069,233	0	0		0	2,460,464	3,387,714	4,975,000
Charges for Fees & Service:										
Water Utility	21							6,667,847	7,038,045	5,909,325
Sewer Utility	22							4,602,334	4,643,825	3,619,893
Electric Utility	23							0	0	0
Gas Utility	24							0	0	0
Parking	25							0	0	0
Airport	26							0	0	0
Landfill/Garbage	27						822,957	822,957	788,884	746,716
Hospital	28							0	0	0
Transit	29							0	0	0
Cable TV, Internet & Telephone	30							0	0	0
Housing Authority	31							0	0	0
Storm Water Utility	32						825,549	825,549	825,549	799,038
Other Fees & Charges for Service	33	803,782	0				0	803,782	536,300	730,113
Subtotal - Charges for Service (lines 21 thru 33)	34	803,782	0	0	0	0	12,918,687	13,722,469	13,832,603	11,805,085
Special Assessments	35			0	0	0		0	0	0
Miscellaneous	36	199,568	68,121		10,000		120,000	397,689	880,386	9,671,188
Other Financing Sources:										
Regular Operating Transfers In	37	3,172,956	1,380,566	254,250	1,730,644		4,001,319	10,539,735	19,520,101	21,517,061
Internal TIF Loan Transfers In	38	599,372		3,483,191				4,082,563	3,136,856	2,869,361
Subtotal ALL Operating Transfers In	39	3,772,328	1,380,566	0	1,730,644	0	4,001,319	14,622,298	22,656,957	24,386,422
Proceeds of Debt (Excluding TIF Internal Borrowing)	40				22,163,000			22,163,000	34,200,000	54,232,618
Proceeds of Capital Asset Sales	41	15,480			0			15,480	500	10,823
Subtotal-Other Financing Sources (lines 38 thru 40)	42	3,787,808	1,380,566	0	23,893,644	0	4,001,319	36,800,778	56,857,457	78,629,863
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43	16,069,419	7,316,440	8,940,366	23,903,644	0	18,435,915	82,645,591	99,767,692	129,434,506
Beginning Fund Balance July 1	44	5,617,497	8,547,234	1,295,502	18,705,777	0	21,402,535	56,146,318	73,808,901	65,161,082
TOTAL REVENUES & BEGIN BALANCE (lines 42-43)	45	21,686,916	15,863,674	10,235,868	42,609,421	0	39,838,450	138,791,909	173,576,593	194,595,588

ADOPTED BUDGET SUMMARY

City Name: GRIMES
Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
Revenues & Other Financing Sources										
Taxes Levied on Property	1 9,278,120	949,537		4,099,567	0	0		14,327,224	13,175,110	12,108,582
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0	0		0	0	0
Net Current Property Taxes	3 9,278,120	949,537		4,099,567	0	0		14,327,224	13,175,110	12,108,582
Delinquent Property Taxes	4 0	0		0	0	0		0	0	0
TIF Revenues	5		8,940,366					8,940,366	6,519,924	6,591,900
Other City Taxes	6 154,267	2,848,983		54,997	0	0		3,058,247	2,722,440	3,314,514
Licenses & Permits	7 507,400	0					0	507,400	503,300	677,729
Use of Money and Property	8 1,035,045	0	0	0	0	0	1,395,909	2,430,954	1,888,758	1,660,645
Intergovernmental	9 303,429	2,069,233	0	87,802	0	0	0	2,460,464	3,387,714	4,975,000
Charges for Fees & Service	10 803,782	0	0	0	0	0	12,918,687	13,722,469	13,832,603	11,805,085
Special Assessments	11 0	0	0	0	0	0	0	0	0	0
Miscellaneous	12 199,568	68,121		0	10,000	0	120,000	397,689	880,386	9,671,188
Sub-Total Revenues	13 12,281,611	5,935,874	8,940,366	4,242,366	10,000	0	14,434,596	45,844,813	42,910,235	50,804,643
Other Financing Sources:										
Total Transfers In	14 3,772,328	1,380,566	0	3,737,441	1,730,644	0	4,001,319	14,622,298	22,656,957	24,386,422
Proceeds of Debt	15 0	0	0	0	22,163,000	0	0	22,163,000	34,200,000	54,232,618
Proceeds of Capital Asset Sales	16 15,480	0	0	0	0	0	0	15,480	500	10,823
Total Revenues and Other Sources	17 16,069,419	7,316,440	8,940,366	7,979,807	23,903,644	0	18,435,915	82,645,591	99,767,692	129,434,506
Expenditures & Other Financing Uses										
Public Safety	18 6,407,087	1,126,406	0	0		0		7,533,493	7,969,166	5,524,729
Public Works	19 1,209,522	2,096,441	0	0		0		3,305,963	3,353,308	2,622,122
Health and Social Services	20 8,000	0	0	0		0		8,000	8,000	0
Culture and Recreation	21 3,030,674	568,943	0	0		0		3,599,617	2,799,566	2,436,851
Community and Economic Development	22 456,450	91,971	3,860,895			0		4,409,316	3,687,893	3,348,575
General Government	23 2,208,296	307,694	0	0		0		2,515,990	1,917,657	1,940,567
Debt Service	24 0	0	0	7,962,926		0		7,962,926	7,109,088	5,924,191
Capital Projects	25 0	0	0	0	29,773,694	0		29,773,694	58,720,635	65,108,172
Total Government Activities Expenditures	26 13,320,029	4,191,455	3,860,895	7,962,926	29,773,694	0		59,108,999	85,565,313	86,905,207
Business Type Proprietary: Enterprise & ISF	27						14,055,955	14,055,955	9,208,005	9,495,058
Total Gov & Bus Type Expenditures	28 13,320,029	4,191,455	3,860,895	7,962,926	29,773,694	0	14,055,955	73,164,954	94,773,318	96,400,265
Total Transfers Out	29 2,749,390	3,276,447	4,082,563	0	0	0	4,513,898	14,622,298	22,656,957	24,386,422
Total ALL Expenditures/Fund Transfers Out	30 16,069,419	7,467,902	7,943,458	7,962,926	29,773,694	0	18,569,853	87,787,252	117,430,275	120,786,687
Excess Revenues & Other Sources Over	31									
(Under) Expenditures/Transfers Out	32 0	-151,462	996,908	16,881	-5,870,050	0	-133,938	-5,141,661	-17,662,583	8,647,819
Beginning Fund Balance July 1	33 5,617,497	8,547,234	1,295,502	577,773	18,705,777	0	21,402,535	56,146,318	73,808,901	65,161,082
Ending Fund Balance June 30	34 5,617,497	8,395,772	2,292,410	594,654	12,835,727	0	21,268,597	51,004,657	56,146,318	73,808,901

LONG TERM DEBT SCHEDULE - LT DEBT1

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
2015 Bond Issue	1 8,500,000	GO	06-0315	410,000	164,825	574,825	500		287,663	287,662
2016 Bond Issue	2 5,545,000	GO	05-0416	240,000	38,781	278,781	500		139,640	139,641
2018A GO Bond Issue	3 9,855,000	GO	06-0518	300,000	249,031	549,031	600		274,816	274,815
2019A GO Bond Issue	4 4,645,000	GO	06-0319	735,000	59,920	794,920	600		397,760	397,760
2020A GO Bond Issue	5 8,385,000	GO	06-1120	475,000	116,100	591,100	600		295,850	295,850
2020B GO Bond Refunding (2012)	6 3,890,000	GO	08-2420	310,000	53,160	363,160	600		181,880	181,880
2021A GO Bond Issue	7 8,585,000	GO	06-1121	500,000	232,350	732,350	600		366,475	366,475
2021B GO LOSST Bond Issue	8 3,755,000	GO	06-0921	155,000	98,650	253,650	600		254,250	0
2022A GO Bond Issue	9 6,975,000	GO	05-4022	400,000	272,400	672,400	600		336,500	336,500
2023A GO Bond Issue	10 8,380,000	GO	04-3723	410,000	385,500	795,500	600		398,050	398,050
2023B GO LOSST Bond	11 14,355,000	GO	04-3823	0	663,350	663,350	600		331,975	331,975
SRF Drinking Water Loan D0276R 2013	12 2,147,019	NON-GO	05-0313	108,000	18,393	126,393	2,627		129,020	0
SRF Drinking Water Loan FS77-16-DWSRF-003	13 577,000	NON-GO	09-0216	27,000	6,353	33,353	907		34,260	0
SRF Jordan Well 2019 Loan	14 4,200,000	NON-GO	02-0419	193,000	57,453	250,453	8,207		258,660	0
SRF FS-77-18-DWSRF-016 (2) Tower	15 3,800,000	NON-GO	03-0919	169,000	55,213	224,213	7,887		232,100	0
SRF FS-77-18-DWSRF-016 (3) Water Main	16 1,559,000	NON-GO	05-0919	72,000	21,315	93,315	3,045		96,360	0
SRF FS-77-18-DWSRF-016 (4) Water Plant	17 21,990,000	NON-GO	12-0319	916,000	343,123	1,259,123	49,017		1,308,140	0
SRF Clean Water Loan C077RT 2016	18 3,435,000	NON-GO	09-0116	186,000	17,730	203,730	5,910		209,640	0
SRF Clean Water Loan CS-1920975-01 2022	19 36,573,000	NON-GO	05-1722	250,000	636,528	886,528	90,932		977,460	0
2024A GO Bond Prelevy	20 17,450,000	GO	03-3524	875,000	811,857	1,686,857	600		543,501	1,143,956
	21	-				0				0
	22	-				0				0
	23	-				0				0
	24	-				0				0
	25	-				0				0
	26	-				0				0
	27	-				0				0
	28	-				0				0
	29	-				0				0
	30	-				0				0
TOTALS				6,731,000	4,302,032	11,033,032	175,532	0	7,054,000	4,154,564

LONG TERM DEBT SCHEDULE - LT DEBT2

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	31	-				0				0
	32	-				0				0
	33	-				0				0
	34	-				0				0
	35	-				0				0
	36	-				0				0
	37	-				0				0
	38	-				0				0
	39	-				0				0
	40	-				0				0
	41	-				0				0
	42	-				0				0
	43	-				0				0
	44	-				0				0
	45	-				0				0
	46	-				0				0
	47	-				0				0
	48	-				0				0
	49	-				0				0
	50	-				0				0
	51	-				0				0
	52	-				0				0
	53	-				0				0
	54	-				0				0
	55	-				0				0
	56	-				0				0
	57	-				0				0
	58	-				0				0
	59	-				0				0
	60	-				0				0
TOTALS				6,731,000	4,302,032	11,033,032	175,532	0	7,054,000	4,154,564

LONG TERM DEBT SCHEDULE - LT DEBT3

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	61	-				0				0
	62	-				0				0
	63	-				0				0
	64	-				0				0
	65	-				0				0
	66	-				0				0
	67	-				0				0
	68	-				0				0
	69	-				0				0
	70	-				0				0
	71	-				0				0
	72	-				0				0
	73	-				0				0
	74	-				0				0
	75	-				0				0
	76	-				0				0
	77	-				0				0
	78	-				0				0
	79	-				0				0
	80	-				0				0
	81	-				0				0
	82	-				0				0
	83	-				0				0
	84	-				0				0
	85	-				0				0
	86	-				0				0
	87	-				0				0
	88	-				0				0
	89	-				0				0
	90	-				0				0
TOTALS				6,731,000	4,302,032	11,033,032	175,532	0	7,054,000	4,154,564

LONG TERM DEBT SCHEDULE - LT DEBT4

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	91	-				0				0
	92	-				0				0
	93	-				0				0
	94	-				0				0
	95	-				0				0
	96	-				0				0
	97	-				0				0
	98	-				0				0
	99	-				0				0
	100	-				0				0
	101	-				0				0
	102	-				0				0
	103	-				0				0
	104	-				0				0
	105	-				0				0
	106	-				0				0
	107	-				0				0
	108	-				0				0
	109	-				0				0
	110	-				0				0
	111	-				0				0
	112	-				0				0
	113	-				0				0
	114	-				0				0
	115	-				0				0
	116	-				0				0
	117	-				0				0
	118	-				0				0
	119	-				0				0
	120	-				0				0
TOTALS				6,731,000	4,302,032	11,033,032	175,532	0	7,054,000	4,154,564

LONG TERM DEBT SCHEDULE - LT DEBT5

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	121	-				0				0
	122	-				0				0
	123	-				0				0
	124	-				0				0
	125	-				0				0
	126	-				0				0
	127	-				0				0
	128	-				0				0
	129	-				0				0
	130	-				0				0
	131	-				0				0
	132	-				0				0
	133	-				0				0
	134	-				0				0
	135	-				0				0
	136	-				0				0
	137	-				0				0
	138	-				0				0
	139	-				0				0
	140	-				0				0
	141	-				0				0
	142	-				0				0
	143	-				0				0
	144	-				0				0
	145	-				0				0
	146	-				0				0
	147	-				0				0
	148	-				0				0
	149	-				0				0
	150	-				0				0
TOTALS				6,731,000	4,302,032	11,033,032	175,532	0	7,054,000	4,154,564

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	151	-				0				0
	152	-				0				0
	153	-				0				0
	154	-				0				0
	155	-				0				0
	156	-				0				0
	157	-				0				0
	158	-				0				0
	159	-				0				0
	160	-				0				0
	161	-				0				0
	162	-				0				0
	163	-				0				0
	164	-				0				0
	165	-				0				0
	166	-				0				0
	167	-				0				0
	168	-				0				0
	169	-				0				0
	170	-				0				0
	171	-				0				0
	172	-				0				0
	173	-				0				0
	174	-				0				0
	175	-				0				0
	176	-				0				0
	177	-				0				0
	178	-				0				0
	179	-				0				0
	180	-				0				0
TOTALS				6,731,000	4,302,032	11,033,032	175,532	0	7,054,000	4,154,564

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	181	-				0				0
	182	-				0				0
	183	-				0				0
	184	-				0				0
	185	-				0				0
	186	-				0				0
	187	-				0				0
	188	-				0				0
	189	-				0				0
	190	-				0				0
	191	-				0				0
	192	-				0				0
	193	-				0				0
	194	-				0				0
	195	-				0				0
	196	-				0				0
	197	-				0				0
	198	-				0				0
	199	-				0				0
	200	-				0				0
	201	-				0				0
	202	-				0				0
	203	-				0				0
	204	-				0				0
	205	-				0				0
	206	-				0				0
	207	-				0				0
	208	-				0				0
	209	-				0				0
	210	-				0				0
TOTALS				6,731,000	4,302,032	11,033,032	175,532	0	7,054,000	4,154,564

LONG TERM DEBT SCHEDULE - GRAND TOTALS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2025	Interest Due FY 2025	Total Obligation Due FY 2025	Bond Reg./ Paying Agent Fees Due FY 2025	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	4,810,000	3,145,924	7,955,924	7,000	0	3,808,360	4,154,564
NON GO - TOTAL	1,921,000	1,156,108	3,077,108	168,532	0	3,245,640	0
GRAND - TOTAL	6,731,000	4,302,032	11,033,032	175,532	0	7,054,000	4,154,564

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET
Fiscal Year July 1, 2024 - June 30, 2025

City of: GRIMES

The City Council will conduct a public hearing on the proposed Budget at: Grimes Community Center 410 SE Main St. Grimes, IA 50111 Meeting Date: 4/23/2024 Meeting Time: 05:30 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.				
The estimated Total tax levy rate per \$1000 valuation on regular property				10.84518
The estimated tax levy rate per \$1000 valuation on Agricultural land is				3.00375
At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.				
Phone Number (515) 986-3036			City Clerk/Finance Officer's NAME Marcia Woodke	
		Budget FY 2025	Re-estimated FY 2024	Actual FY 2023
Revenues & Other Financing Sources				
Taxes Levied on Property	1	14,327,224	13,175,110	12,108,582
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	14,327,224	13,175,110	12,108,582
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	8,940,366	6,519,924	6,591,900
Other City Taxes	6	3,058,247	2,722,440	3,314,514
Licenses & Permits	7	507,400	503,300	677,729
Use of Money and Property	8	2,430,954	1,888,758	1,660,645
Intergovernmental	9	2,460,464	3,387,714	4,975,000
Charges for Fees & Service	10	13,722,469	13,832,603	11,805,085
Special Assessments	11	0	0	0
Miscellaneous	12	397,689	880,386	9,671,188
Other Financing Sources	13	22,178,480	34,200,500	54,243,441
Transfers In	14	14,622,298	22,656,957	24,386,422
Total Revenues and Other Sources	15	82,645,591	99,767,692	129,434,506
Expenditures & Other Financing Uses				
Public Safety	16	7,533,493	7,969,166	5,524,729
Public Works	17	3,305,963	3,353,308	2,622,122
Health and Social Services	18	8,000	8,000	0
Culture and Recreation	19	3,599,617	2,799,566	2,436,851
Community and Economic Development	20	4,409,316	3,687,893	3,348,575
General Government	21	2,515,990	1,917,657	1,940,567
Debt Service	22	7,962,926	7,109,088	5,924,191
Capital Projects	23	29,773,694	58,720,635	65,108,172
Total Government Activities Expenditures	24	59,108,999	85,565,313	86,905,207
Business Type / Enterprises	25	14,055,955	9,208,005	9,495,058
Total ALL Expenditures	26	73,164,954	94,773,318	96,400,265
Transfers Out	27	14,622,298	22,656,957	24,386,422
Total ALL Expenditures/Transfers Out	28	87,787,252	117,430,275	120,786,687
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-5,141,661	-17,662,583	8,647,819
Beginning Fund Balance July 1	30	56,146,318	73,808,901	65,161,082
Ending Fund Balance June 30	31	51,004,657	56,146,318	73,808,901

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: Resolution Authorizing and Approving a Loan Agreement, Providing for the Sale and Issuance of General Obligation Corporate Purpose Bonds, Series 2024A, and Providing for the Levy of Taxes to Pay the Same

BACKGROUND: Council held a budget workshop in February and approved the CIP projects funded with this borrowing. This general obligation debt will provide funding for street, water system, sidewalk, sanitary sewer system and storm water drainage projects, acquiring and installing street lighting, signage and signalization improvements, and undertaking improvements to existing municipal parks. The general obligation urban renewal debt provides partial funding for the new Fire Station building. The Public Hearing was held on March 26, 2024, and bids were received today.

BUDGETARY CONSIDERATIONS: The principal not to exceed amount of the bonds is \$17,470,000.

STRATEGIC PLANNING:

Prioritized: X YES ____ NO

*High-Performing Organization/Exception Professional Services ____

*Great Place to Live/Expanded Quality of Life Amenities X

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: Council held a budget workshop on February 13, 2024 and included the CIP projects funded through this debt, and Council held the Public Hearing for the bonds on March 26, 2024.

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Marcia Woodke

Return to: Marcia Woodke

MINUTES TO AUTHORIZE SALE AND
ISSUANCE OF BONDS

419952-98

Grimes, Iowa

April 23, 2024

The City Council of the City of Grimes, Iowa, met on April 23, 2024, at 5:30 p.m., at the Grimes Community Complex, Grimes, Iowa.

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

Present: _____

Absent: _____.

This being the time and place fixed by the City Council for the consideration of bids for the purchase of General Obligation Corporate Purpose Bonds, Series 2024A to be issued in evidence of the City's obligation under a loan agreement, the Mayor announced that bids had been received and canvassed on behalf of the City at the time and place fixed therefor.

The results of the bids were then read and the substance of such bids was noted in the minutes, as follows:

Name and Address of Bidder

Final Bid (interest cost)

(Attached bid tabulation)

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

Ayes: _____

Nays: _____.

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

• • • •

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

Mayor Scott Mikkelsen

Attest:

City Clerk Jake Anderson

RESOLUTION NO. _____

Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of \$17,470,000 General Obligation Corporate Purpose Bonds, Series 2024A, and providing for the levy of taxes to pay the same

WHEREAS, the City of Grimes (the “City”), in the Counties of Polk and Dallas, heretofore proposed to enter into a General Obligation Loan Agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$12,025,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of (a) constructing street, water utility system, stormwater drainage, sanitary sewer system and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) acquiring equipment for, and undertaking improvements to, existing municipal parks (the “Essential Purpose Projects”), and pursuant to law and duly published notice of the proposed action has held a hearing thereon on March 26, 2024; and

WHEREAS, the City also proposed to enter into a General Obligation Urban Renewal Loan Agreement (the “Urban Renewal Loan Agreement” and together with the Essential Purpose Loan Agreement, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$6,475,000 pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa for the purpose of paying the cost, to that extent, of undertaking the Municipal Fire Station/EMS Building Project, an urban renewal project of the City authorized by action of the City Council on March 14, 2023 (the “Urban Renewal Project” and together with the Essential Purpose Projects, the “Projects”), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 26, 2024, no petition had been filed with the City asking that the question of entering into the Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City combined the Loan Agreements into a single loan agreement (the “Loan Agreement”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the General Obligation Corporate Purpose Bonds, Series 2024A (the “Bonds”) to be issued in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by PFM Financial Advisors LLC, as municipal advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds to be issued in evidence of the City’s obligation under the Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects; and

WHEREAS, upon final consideration of all bids, the bid of _____, _____ (the “Purchaser”), was the best, such bid proposing the lowest interest cost to the City; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Grimes, Iowa, as follows:

Section 1. The form of agreement of sale of the Bonds with the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to accept and execute the same for and on behalf of the City.

Section 2. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$17,470,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 3. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Bonds, in the aggregate principal amount of \$17,470,000, are hereby authorized to be issued in evidence of the City's obligations under the Loan Agreement. The Bonds shall be dated May 9, 2024, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2025	\$ 875,000	____%	2035	\$1,075,000	____%
2026	\$ 705,000	____%	2036	\$1,115,000	____%
2027	\$ 740,000	____%	2037	\$1,165,000	____%
2028	\$ 780,000	____%	2038	\$1,210,000	____%
2029	\$ 820,000	____%	2039	\$ 785,000	____%
2030	\$ 860,000	____%	2040	\$ 815,000	____%
2031	\$ 900,000	____%	2041	\$ 850,000	____%
2032	\$ 950,000	____%	2042	\$ 880,000	____%
2033	\$ 995,000	____%	2043	\$ 915,000	____%
2034	\$1,035,000	____%			

Section 4. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2033 to 2043, inclusive, prior to and in any order of maturity on June 1,

2032, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2024. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be

forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2024A

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, _____	May 9, 2024	398526 ____

The City of Grimes (the “City”), in Dallas and Polk Counties, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2024, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2024A (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of May 9, 2024 (the “Loan Agreement”), entered into by the City for the purpose of paying the cost, to that extent, of (a) constructing street, water utility system, stormwater drainage, sanitary sewer system and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; (c) acquiring equipment for, and undertaking improvements to, existing municipal parks; and (d) undertaking the Municipal Fire Station/EMS Building Project, an urban renewal project of the City authorized by action of the City Council on March 14, 2023.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on April 23, 2024, authorizing and approving

the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2033 to 2043, inclusive, prior to and in any order of maturity on June 1, 2032, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Grimes, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of May 9, 2024.

CITY OF GRIMES, IOWA

By (DO NOT SIGN)

Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB BANK, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature)

Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA _____
(Custodian)
As Custodian for _____
(Minor)
under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 7. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$ _____), including net original issue premium (\$ _____) (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$ _____) shall be retained by the Purchaser as the underwriter's discount.

A portion of the Loan Proceeds (\$ _____) (the "Project Proceeds") received from the sale of the Bonds shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds (\$ _____) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 8. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2033,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2034,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2035,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2036,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2037,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2038,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2039,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2040,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2041,
sufficient to produce the net annual sum of \$_____; and

For collection in the fiscal year beginning July 1, 2042,
sufficient to produce the net annual sum of \$_____.

(Such taxes being supplemental and additional to taxes
previously authorized by the City for this purpose for
collection in the fiscal year beginning July 1, 2024).

Section 9. A certified copy of this resolution shall be filed with the County Auditors of Dallas and Polk Counties, and the County Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Chapter 403 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. A portion of the projects identified in the preamble hereof have been authorized and approved as urban renewal projects of the City. The City hereby declares its intent to use incremental property tax revenues from its respective urban renewal areas pursuant to Section 403.19 of the Code of Iowa for the payment of some or all of the principal of and interest on the Bonds allocable to the financing of such urban renewal projects.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 12. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 13. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved April 23, 2024.

Mayor Scott Mikkelsen

Attest:

City Clerk Jake Anderson

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTIES OF DALLAS AND POLK SS:
CITY OF GRIMES

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing the Loan Agreement and providing for the sale and issuance of \$17,470,000 General Obligation Corporate Purpose Bonds, Series 2024A of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk Jake Anderson

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

DALLAS COUNTY

I, the undersigned, County Auditor of Dallas County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2024, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on April 23, 2024, entitled: "Resolution authorizing and approving Loan Agreement, providing for the sale and issuance of \$17,470,000 General Obligation Corporate Purpose Bonds, Series 2024A, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2025, and subsequent years as provided in the resolution, such taxes being supplemental and additional to taxes previously authorized by the City for such purpose for collection in the fiscal year beginning July 1, 2024.

WITNESS MY HAND this _____ day of _____, 2024.

County Auditor

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2024, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on April 23, 2024, entitled: "Resolution authorizing and approving Loan Agreement, providing for the sale and issuance of \$17,470,000 General Obligation Corporate Purpose Bonds, Series 2024A, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2025, and subsequent years as provided in the resolution, such taxes being supplemental and additional to taxes previously authorized by the City for such purpose for collection in the fiscal year beginning July 1, 2024.

WITNESS MY HAND this _____ day of _____, 2024.

County Auditor

LOAN AGREEMENT

This Loan Agreement is entered into as of May 9, 2024, by and between the City of Grimes, Iowa (the “City”), and _____, _____, _____ as Purchaser (the “Purchaser”). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$17,470,000, and the City’s obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2024A, in the aggregate principal amount of \$17,470,000 (the “Bonds”).

2. The City has adopted a resolution on April 23, 2024 (the “Resolution”) authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or upon the direction of the Purchaser to evidence the City’s obligation to repay the amounts payable hereunder. The Bonds shall be dated May 9, 2024, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF GRIMES, IOWA

By _____
Mayor Scott Mikkelsen

Attest:

City Clerk Jake Anderson

_____, _____
By _____

(Print Name and Title)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Grimes, Iowa (the “Issuer”), in connection with the issuance of \$17,470,000 General Obligation Corporate Purpose Bonds, Series 2024A (the “Bonds”), dated May 9, 2024. The Bonds are being issued pursuant to a resolution of the Issuer approved on April 23, 2024 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolutions, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2023-2024 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by

State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

- **Property Tax Valuations**
- **Property Valuations**
- **Larger Taxpayers**
- **Debt Limit**
- **Outstanding General Obligation Debt**
- **Outstanding Water Revenue Debt**
- **Outstanding Sewer Revenue Debt**
- **TIF-Backed Development Agreements**
- **Financial Summary**
- **LOSST Revenues**
- **Tax Rates**
- **Combined Historic Tax Rates**
- **Tax Collection History**
- **History of Taxable Retail Sales**
- **Investment of Public Funds (as of June 30)**
- **Employees and Pensions – City and City Employees’ Contribution to IPERS**
- **Building Permits**

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolutions.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be

recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolutions, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: May 9, 2024

CITY OF GRIMES, IOWA

By _____
Mayor Scott Mikkelsen

Attest:

By _____
City Clerk Jake Anderson

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this May 9, 2024 (the “Dated Date”) by and between the City of Grimes, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$17,470,000 General Obligation Corporate Purpose Bonds, Series 2024A hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
 - d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, n.a. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	City of Grimes, Iowa Attn: City Clerk City Hall 101 NE Harvey Street Grimes, Iowa 50111
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26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF GRIMES, IOWA

Mayor Scott Mikkelsen

Attest:

City Clerk Jake Anderson

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: _____
Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$600 annual |
| • Registered/Private Placement Bonds | \$750 initial/\$600 annual |

* Initial Fees charged at Closing

* Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------------|
| • Placement of CDs or Sinking Funds | \$500 per set up/outside UMB |
| • Late Payments | \$100 |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Paying Costs of Issuance | \$500 one-time fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|-----------------------|----------------|
| • Dissemination Agent | \$1,000 annual |
|-----------------------|----------------|

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM: 19th Street Sanitary Sewer Connection Fee District

BACKGROUND: As you are all aware, the City has retained Foth INC to develop plans for a trunk sewer that would serve 19th Street Development Area. This trunk sewer will provide immediate service to the development properties adjoining South James and 19th Street, which was recently seen an increased interest in development activity. The total service area of the sewer is approximately 541 acres of development.

With construction nearing completion, staff has anticipated since conception that this particular sewer shall be subject to a connection fee. Based upon the service area and costs, the following connection fees are recommended to be established.

19th Street Trunk Sewer Connection Fee:

Total Cost = \$1,850,000

Service Area = 541 Acres

City Share: 30%

Connection Fee: \$2,394.00/Acre

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: ____YES __X__NO

*High-Performing Organization/Exception Professional Services ____

*Great Place to Live/Expanded Quality of Life Amenities ____

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alex Pfaltzgraff, Development Services Director, 515-986-4050, apfaltzgraff@grimesiowa.gov

Prepared by: Alex Pfaltzgraff

Return to: Alex Pfaltzgraff

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF GRIMES, IOWA
BY ADDING A NEW CONNECTION FEE DISTRICT UNDER CHAPTER 13-3
CONNECTION FEE DISTRICTS**

WHEREAS, Chapter 13-3 of the Grimes Code of Ordinances establishes the procedure to be utilized in establishing connection fee districts and connection fees to recover the costs of constructing major sanitary sewer facilities, and

WHEREAS, upon due notice and hearing the City Council finds that the general health and welfare of the community will be benefited by the establishment of a sanitary sewer connection fee district of an area located in the vicinity of 19th Street, as more particularly described below (the "19th Street Sewer Connection Fee District").

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF GRIMES, POLK COUNTY, IOWA AS FOLLOWS:**

Section 1: Sanitary Sewer Connection Fee District. The Code of Ordinances is amended by adding the following:

13-3-11 – 19TH STREET SEWER CONNECTION FEE DISTRICT

1. Connection Fee District. The 19th Street Sewer Connection Fee District is hereby established consisting of a parcel of land located in Section 5, 6, 7, and 8 of Township 79 North, Range 25 West of the Fifth Principal Meridian in Polk County, Iowa, Grimes, Iowa more particularly described as follows:

BEGINNING AT THE SOUTHWEST CORNER SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE EASTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ TO THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 6; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ TO THE NORTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 6; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ TO THE SOUTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 6; THENCE NORTHERLY ALONG THE EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ TO THE NORTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 6 ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 6; THENCE EASTERLY ALONG THE SOUTH LINE OF THE

NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 6 TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 6; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 6 TO THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 6; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 6 TO THE EAST CORNER OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SECTION 6 TO THE NORTHWEST CORNER LOT 1 OF THE SOUTH JAMES PLAT AS RECORDED IN BOOK 18533 PAGE 353; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF LOT 1 ALSO BEING THE WEST RIGHT-OF-WAY OF THE NORFOLK SOUTHERN RAILWAY; THENCE SOUTHERLY ALONG SAID RAILROAD WEST RIGHT-OF-WAY TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE EASTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 5 TO THE SOUTH CORNER OF SAID SECTION 5 ALSO BEING THE NORTH CORNER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 8; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST ¼ OF SAID SECTION 8 TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 8; THENCE SOUTHERLY ALONG THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 8 TO THE WEST CORNER OF SAID SECTION 8 ALSO BEING THE EAST CORNER OF SAID SECTION 7; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF SECTION 7 TO THE CENTER OF SAID SECTION 7; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SECTION 7 TO THE WEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 7 TO THE NORTHWEST CORNER OF SAID SECTION 7 ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 6 AND ALSO BEING THE POINT OF BEGINNING.

2. Fee Schedule. From the effective date hereof through June 30, 2024, a connection fee of \$ 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.

Section 2: Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3: Severability. If any section, provisions, sentence, clause, phrase or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence, clauses, phrase or part hereof not adjudged invalid or unconstitutional.

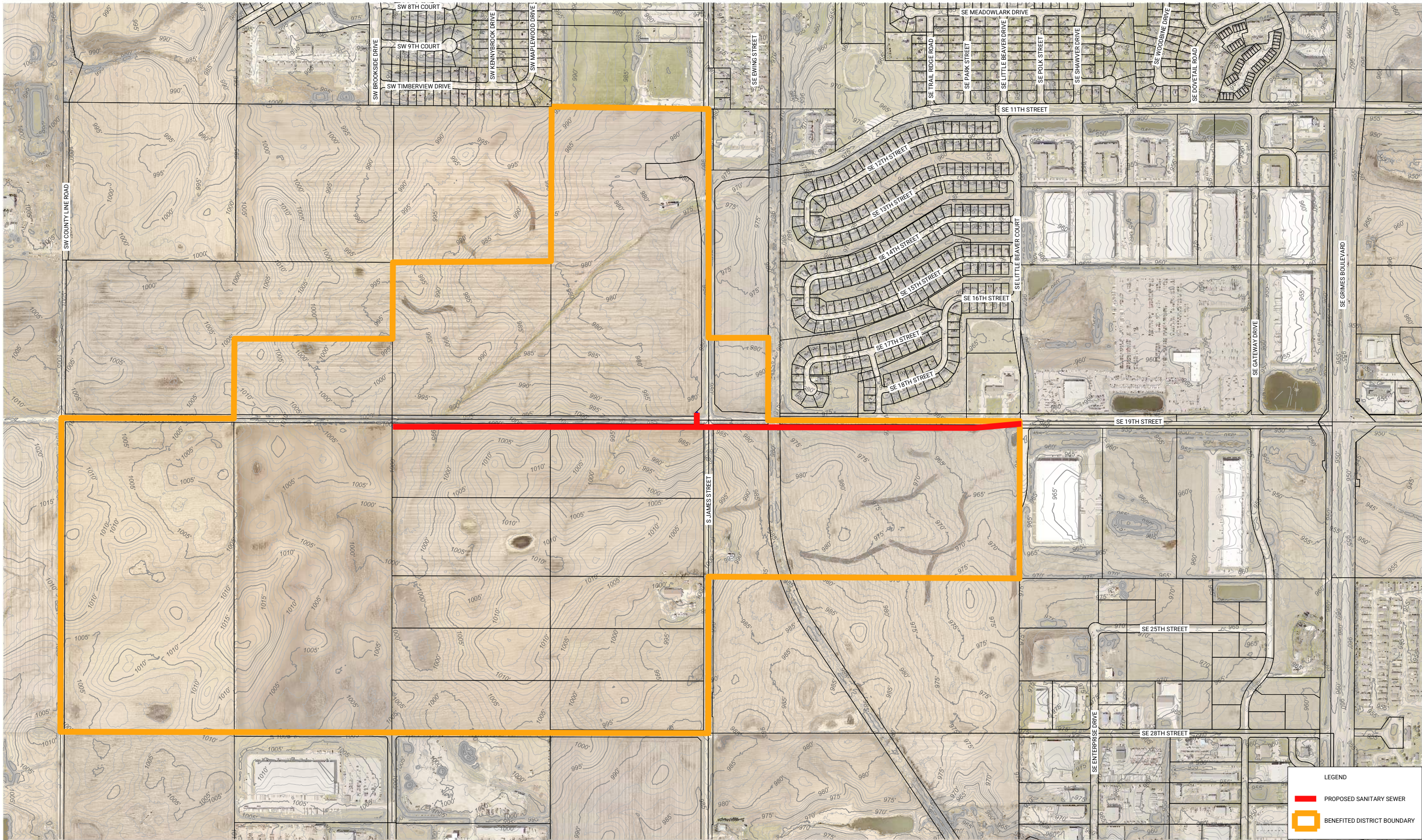
Section 4: Effective Date. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

Passed by the Grimes City Council on this ___ day of _____ and approved
on this ___ day of _____, 2024.

Scott Mikkelsen, Mayor

ATTEST:

City Clerk



DRAWN: J. PROVOST
CHECKED: J. DEBOWER

SE 19TH STREET SANITARY SEWER EXTENSION BENEFITED AREA MAP



**CITY OF
GRIMES**
CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM:

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services ____

*Great Place to Live/Expanded Quality of Life Amenities ____

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to:

**CITY OF
GRIMES**
CITY COUNCIL COMMUNICATION
Meeting Date: 4/23/2024

AGENDA ITEM:

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

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*Great Place to Live/Expanded Quality of Life Amenities ____

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to: