

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 May 28, 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 MAY 28, 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 05-2624 Minutes Approval from Previous Meeting
 - B. Filing and Receiving of Reports
 - a. Resolution 05-2724 Claims Report \$6,071,331.96
 - C. Resolution 05-2824 Approving Cigarette/Tobacco, Alternative Nicotine and Vapor Permits for 2024-2025
 - D. Resolution 05-2924 Accepting Public Improvements in Brookside Village Plat 1
 - E. Resolution 05-3024 Setting Public Hearing (06-25-2024, 5:30 PM): SE 4th and Main Street Rezone

- F. Resolution 05-3124 Setting Public Hearing (06-25-2024, 5:30 PM): T5 Data Center Rezone
- G. Resolution 05-3224 Adopting the Grimes Street Design Guide
- H. Resolution 05-3324 Adopting the City Design Standards and Supplemental Specification to the SUDAS Standard Specifications
- I. Resolution 05-3424 Approving Payments for Professional Services
 - a. Pay Request #19 Civil Design Advantage - GrimesPlex \$16,804.39
 - b. Pay Request #1 Nilles Associates, Inc. - Lions Park Existing Survey and Flood Study \$22,410.50
- J. Resolution 05-3524 Approving Capital Project Payment Requests
 - a. Pay Request #3 Concrete Technologies, Inc. - NE Beaverbrooke Boulevard & IA 141 Intersection Improvements \$303,836.73
 - b. Pay Request #3(Retainage) Iowa Signal, Inc. - S James St. and SW/SE 19th St. Temporary Traffic Signalization \$2,393.92
 - c. Pay Request #25 Shank Constructors, Inc. - WRA Grimes Connector - Contract 4 \$88,471.75
 - d. Pay Request #7 Absolute Concrete Construction - S James Street and SE 11th Street Improvements \$210,212.09
 - e. Pay Request #2 AccuJet, LLC - 2023 CIPP Lining Program \$149,721.90
 - f. Pay Request #2 Jackson Creek Enterprises, L.C. - SE Little Beaver, 4th, 5th & 6th Water Main \$239,324.03
 - g. Pay Request #9 Sternquist Construction, Inc. - SE Trail Ridge Road Reconstruction \$3,943.66
 - h. Pay Request #10(Retainage) Sternquist Construction, Inc. - SE Trail Ridge Road Reconstruction \$71,288.47
- K. Resolution 05-3624 Approving Change Orders
 - a. Change Order #9 Performance Contracting, Inc. - Grimes Public Library - Increasing \$16,064.58
 - b. Change Order #3 Absolute Concrete Construction - S James Street and SE 11th Street Improvements - Increasing \$1,155.00
 - c. Change Order #2 Jackson Creek Enterprises, L.C. - SE Little Beaver, 4th, 5th & 6th Water Main - Increasing \$14,900.73
 - d. Change Order #6 Sternquist Construction, Inc. - SE Trail Ridge Road Reconstruction - Decreasing \$65,070.24
- L. Resolution 05-3724 Ordering Construction of the Public Library Amphitheater, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor
- M. Resolution 05-3824 Ordering Construction of the Autumn Park Trail Reconstruction, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor
- N. Resolution 05-3924 Providing Additional Easement Payment and City of Gimes Utility Account Credit to Steve and Jill Shawhan for the WRA Grimes Connector - Contract 3 project at their Property at 400 NW 23rd Court

- O. Resolution 05-4024 Approving a Professional Services Agreement with McClure Engineering Company for the Capital Improvement Plan Update, Standpipe Improvements, Booster Pump Upgrades and On-Call Services.
 - P. Resolution 05-4124 Amending Contract for Professional Services with Foth Infrastructure and Environment, LLC for the 2023 CIPP Lining Program
 - Q. Resolution 05-4224 Accepting the S James Street and SW/SE 19th Street Temporary Traffic Signalization
 - R. Resolution 05-4324 Accepting the SE Trail Ridge Road Reconstruction
 - S. Resolution 05-4424 Approving Address Updates Across Grimes
 - T. Resolution 05-4524 on Notice and Intent to Vacant a Certain Public Detention Easement in James Pointe and Setting Public Hearing
 - U. Resolution 05-4624 Approve Electrical Repair Services Contract
 - V. Resolution 05-4724 Approving Replacement of Bard Cooling unit at the North Jordan Well
 - W. Resolution 05-4824 Approving Quote to Renovate Entrance to Public Works Building to Provide Access Control
 - X. Resolution 05-4924 Approving a Block Party in the City of Grimes
 - Y. Resolution 05-5024 Approving Fireworks Permit for Cutty's Des Moines Camping Club, Inc.
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. General Obligation Urban Renewal Loan Agreement
 - A. Public Hearing on Proposal to Enter into an Urban Renewal Loan Agreement
 - B. Resolution 05-5124 Taking Additional Action on Proposal to Enter into General Obligation Urban Renewal Loan Agreement
- 2. Third Reading of Ordinance 787 Amending Grimes Code of Ordinances Title 8 Public Ways and Properties, Title 11 Building Regulations, and Title 13 Subdivision Regulations
- 3. Third Reading of Ordinance 788 Amending the Meadows Planned Unit Development
- 4. Third Reading of Ordinance 789 Amending Grimes Code of Ordinances Title 13-3 Connection Fees adding the 19th Street Sanitary Sewer Connection Fee District
- 5. City of Grimes Public Safety Center Site Plan
- 6. Resolution 05-5224 Approving Final Plat of Hope Commercial Plat 6 and Certain Related Agreements and Easements
- 7. Grimes Public Library Amphitheater Site Plan

8. Resolution 05-5324 To Purchase the Assets from Gould Heights Water Company, a/k/a Gould Heights Water Service, Inc., an Iowa Corporation

ADJOURNMENT

CITY COUNCIL MEETING
Tuesday, May 14, 2024

The Grimes City Council Regular Meeting was held in-person. The meeting was called to order by Mayor Pro Tem Ryan Burger, May 14, 2024, at 5:31 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.

ROLL CALL

Present: Mayor Pro Tem: Ryan Burger, Council Members - Andrew Borcharding, David Gisch, Laurie DePhillips.

Absent: Mayor: Scott Mikkelsen, Council Member: Eric Johansen

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Pro Tem Burger asked for approval of the agenda.

Moved by Gisch, Second by DePhillips, to approve the agenda with Item 8 on the Public and Council Agenda Items removed due to Staff needing more time to collect appropriate documents.

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

CONSENT AGENDA

A. Resolution 05-0124 Minutes approval from previous meeting

B. Resolution 05-0224 Approving Bills and Quotes over \$10,000

C. Receiving and Filing of Reports

 a. Resolution 05-0324 Claims Report \$8,060,793.69

 b. Finance Report for April

 c. Engineering 2023 Annual Report

D. Resolution 05-0424 Approving State of Iowa Alcohol Licenses

 a. Kum & Go #141: 1880 SE Princeton Dr. - Class E Retail Alcohol License

 b. Kum & Go #237: 801 E 1st St. - Class E Retail Liquor License

 c. Grimes Chamber: 404 SE 2nd St. - Class C Retail Alcohol License, Outdoor

 d. Wal-Mart #5748: 2150 E 1st St. - Class E Retail Alcohol License

E. Resolution 05-0524 Approving Payments for Professional Services

 a. Pay Request #12 Foth Infrastructure & Environment, LLC - SE 19th Street Sanitary Sewer Extension \$15,683.94

 b. Pay Request #13 Foth Infrastructure & Environment, LLC - S James Street & SE 11th Street Improvements \$5,517.34

 c. Pay Request #14 Foth Infrastructure & Environment, LLC - 2021 Sanitary Sewer Collection System Study \$3,268.00

 d. Pay Request #5 McClure Engineering Company - SE 41st St. and SE Park Dr. Extension \$23,880.59

 e. Pay Request #8 MSA Professional Services, Inc. - SE Little Beaver Dr. and SE 4th Thru 6th St. Water Main \$5,250.46

 f. Pay Request #10 Snyder & Associates, Inc. - E Gateway Dr. & E 1st St. Intersection Improvements \$14,062.00

 g. Pay Request #18 Snyder & Associates, Inc. - NE Destination Dr. & NE Beaverbrooke Blvd. Improvements \$10,522.75

- h. Pay Request #65 Veenstra & Kimm, Inc. - WRA Grimes Connector \$2,912.22
- F. Resolution 05-0624 Approving Capital Project Payment Requests
 - a. Pay Request #2 Concrete Technologies, Inc. - NE Beaverbrooke Boulevard & IA 141 Intersection Improvements \$117,377.13
 - b. Pay Request #1 Iowa Sports Turf Management - GrimesPlex Batting Cages & Bullpens \$207,238.23
 - c. Pay Request #5 Preload, LLC - Grimes Ground Storage Reservoir \$166,003.95
 - d. Pay Request #4 S.M. Hentges & Sons, Inc. - SE/SW 19th Street Sanitary Sewer Extension \$193,976.71
- G. Resolution 05-0724 Approving Change Orders
 - a. Change Order #4 S.M. Hentges & Sons, Inc. - SE/SW 19th Street Sanitary Sewer Extension - Increasing \$6,673.97
- H. Resolution 05-1924 Approving Farm Tenant Crop Loss Agreement - Christensen
- I. Resolution 05-0924 Approving Personnel Transactions
- J. Resolution 05-1024 Approving Offer to Purchase and Agreement - NE Gateway and E 1st Street Intersection Improvement Easements - Hope K Farms
- K. Resolution 05-1124 Hazardous Waste Storage License for Metro Waste Authority
- L. Resolution 05-1224 Approving the North Complex and South Complex Concession Agreement
- M. Resolution 05-1324 Approval of Requests from Grimes Chamber and Economic Development Related to Governor's Days
- N. Resolution 05-1424 Approving a Professional Services Agreement with Nilles Associates, Inc. for the Lion's Park Existing Survey and Flood Study
- O. Resolution 05-1524 Ordering Construction of the Grimes Public Safety Center, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor
- P. Resolution 05-1624 Approving Cost of Sludge Hauling
- Q. Resolution 05-1724 Authorizing Entering a 28E Agreement between City of Grimes, City of Urbandale and Dallas County
- R. Resolution 05-1824 Setting the date for public hearing and additional action on proposal to enter into General Obligation Urban Renewal Loan Agreement and to borrow money thereunder

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

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

PUBLIC FORUM

Bob Start, 11360 NW 103rd Court, Granger, addressed the Council asking citizens to vote for him for Polk County Supervisor.

Dennis Hill, 8309 Twana Drive, Urbandale, addressed the Council about donating his life's work of artwork and requested a museum be constructed for viewing of said artwork.

PUBLIC AND COUNCIL AGENDA ITEMS

1. Second Amendment for the Fiscal Year 2023-2024 Budget
Finance Director Woodke explained details of the amendment.

A. Public Hearing on the Second Amendment for the Fiscal Year 2023-2024 Budget

Mayor Pro Tem Burger opened the Public Hearing at 5:41 PM. Being no written or oral comments, Mayor Pro Tem Burger closed the Public Hearing at 5:41 PM.

B. Resolution 05-0524 Approving the Second Amendment to the Fiscal Year 2023-2024 Budget

Motion by Gisch, Second by DePhillips, to approve Resolution 05-0824 Approving the Second Amendment to the Fiscal Year 2023-2024 Budget.

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

2. Urban Renewal Amendment

Finance Director Woodke presented details of the amendment.

A. Public Hearing on Proposed Amendment to the Grimes Urban Renewal Area and to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa

Mayor Pro Tem Burger opened the Public Hearing at 5:43 PM. Being no written or oral comments, Mayor Pro Tem Burger closed the Public Hearing at 5:44 PM.

B. Resolution 05-2024 To Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area

Motion by Borcharding, Second by Gisch, to approve Resolution 05-2024 To Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area

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

3. NW County Line Road Water Main

City Engineer Ahrens announced that Graff Excavating is the low bid, and the project should be complete by May 2025.

A. Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost for the NW County line Road Water Main Project

Mayor Pro Tem Burger opened the Public Hearing at 5:46 PM. Being no written or oral comments, Mayor Pro Tem Burger closed the Public Hearing at 5:47 PM.

B. Resolution 05-2124 Adopting Plans, Specifications, Form of contract and Estimate of Cost for the NW County Line Road Water Main

C. Resolution 05-2224 Making Award of Construction Contract for the NW County Line Road Water Main

D. Resolution 05-2324 Authorizing construction Contract and Bond for the NW County Line Road Water Main

Motion by Borcharding, Second by DePhillips, to approve Resolution 05-2124, Resolution 05-2224, and Resolution 05-2324

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

4. 19th Street Voluntary Annexation

Assistant Planner Mannel stated that all property owners consent to the annexation, and staff recommends approval.

A. Public Hearing on Proposed Voluntary Annexation of Property Generally Located Along SE 19th Street/250th Street in Dallas County, Iowa

Mayor Pro Tem Burger opened the Public Hearing at 5:50 PM. Being no written or oral comments, Mayor Pro Tem Burger closed the Public Hearing at 5:50 PM.

B. Resolution 05-2424 Approving Voluntary Annexation of Property Generally Located Along SW 19th Street/250th Street in Dallas County, Iowa

Development Services Director Pfaltzgraff confirmed to the Council that no islands would result from this annexation.

Motion by Gisch, Second by Borcharding, to approve Resolution 05-2424 Approving Voluntary Annexation of Property Generally Located Along SW 19th Street/250th Street in Dallas County, Iowa

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

5. Second Reading of Ordinance 787 Amending Grimes Code of Ordinances Title 8 Public Ways and Properties, Title 11 Building Regulations, and Title 13 Subdivision Regulations

Development Services Director Pfaltzgraff gave a brief summary of the Ordinance 787 Amendment.

Motion by Borcharding, Second by DePhillips, to approve Second Reading of Ordinance 787 Amending Grimes Code of Ordinances Title 8 Public Ways and Properties, Title 11 Building Regulations, and Title 13 Subdivision Regulations

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

6. Second Reading of Ordinance 788 Amending the Meadows Planned Unit Development

Development Services Director Pfaltzgraff gave a brief summary of the Ordinance 788 Amendment.

Motion by Gisch, Second by Borcharding, to approve Second Reading of Ordinance 788 Amending the Meadows Planned Unit Development

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

7. Second Reading of Ordinance 789 Amending Grimes Code of Ordinances Title 13-3 Connection Fees adding the 19th Street Sanitary Sewer Connection Fee District

Development Services Director Pfaltzgraff gave a brief summary of the Ordinance 789 Amendment.

Motion by DePhillips, Second by Gisch, to approve Second Reading of Ordinance 789 Amending Grimes Code of Ordinances Title 13-3 Connection Fees adding the 19th Street Sanitary Sewer Connection Fee District

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

ADJOURN

There being no further business the meeting was adjourned at 6:06 p.m.

Motion by Gisch, Second by Borcharding to adjourn.

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

ATTEST:

Jake Anderson, City Clerk

Scott Mikkelsen, Mayor

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

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: 5/28/2024

AGENDA ITEM: Claims Report \$6,071,331.96

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:

Grimes Resolution No. 05-2724

WHEREAS, the Finance Department prepares a list of authorized expenditures to be approved by the Grimes City Council; 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 May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

City of Grimes Claims 5.28.24

IT STRAPS ON, INC.	SIGN SUPPLIES-BRACKETS & BOLTS	\$ 2,095.20
D&K PRODUCTS	TURF CHEMICALS	\$ 1,113.48
ABSOLUTE CONCRETE	S JAMES/SE 11TH ST IMPVMT #7	\$ 210,212.09
A TECH INC.	FIRE MONITORING 6/1-8/31/24/LIB/PW	\$ 404.85
A KINGS THRONE LLC	GOV DAYS/PARKS RESTROOM RENTALS	\$ 8,406.80
ACCU JET	2023 CIPP LINING PROG PAY #2	\$ 149,721.90
ALLENDER BUTZKE ENGINEERS	LOCATION BORING-AMPHITHEATER	\$ 5,750.00
JOHNSON CONTROLS SECURITY	CH SECURITY 6/1-8/31/24	\$ 961.51
BAKER & TAYLOR	LIBRARY MATERIALS	\$ 1,642.69
BANKERS TRUST COMPANY	CONFERENCES/TESTING/SUPPLIES	\$ 6,888.98
BLACK HILLS ENERGY	GAS	\$ 486.64
BOMGAARS	TOOLS/SUPPLIES/CLOTH-PW/DS/PARK	\$ 435.86
CIVIL DESIGN ADVANTAGE	GRIMESPLEX PAYMENT #19	\$ 16,804.39
COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 1,378.42
CONCRETE TECHNOLOGIES INC	NE BVRBRK/141 INTERSECT #3	\$ 303,836.73
CORE & MAIN	HYDRANT PARTS/SUPPLIES	\$ 304.57
CUMMINS SALES AND SERVICE	WIRE HARNESS REPLACEMENT-PW	\$ 909.21
DOORS, INC.	LIBRARY KEYS	\$ 28.00
FASTENAL	SIGN SHOP SUPPLIES	\$ 124.32
EXCEL MECHANICAL CO	QUARTERLY INSPEC SERVICE-CITY BLDGS	\$ 5,840.34
FINISH LINE AUTO WORKS	OIL CHANGE/FILTER FORD - DS	\$ 54.66
CFI SALES	P-411 TIRES	\$ 768.00
GOLDEN RULE PLUMBING	TIF FY24 2ND 1/2	\$ 18,128.50
GRIMES ASPHALT AND PAVING	POTHOLE MIX	\$ 78.00
HY-VEE	HY-VEE #1 AND #2 TIF FY24 2ND 1/2	\$ 298,018.50
HAWKINS INC.	WATER CHEMICALS	\$ 8,000.00
HILLYARD	RESTROOM SUPPLIES - GP	\$ 1,868.78
IOWA FINANCE AUTHORITY	WATER/SEWER BOND PAYMENTS	\$ 2,550,293.13
INTEGRATEDPRINT SOLUTIONS	BUSINESS CARDS- LORD/TIBBLES	\$ 98.00
IOWA SIGNAL INC	S JAMES/SW SE 19TH TEMP #3 RETAINAGE	\$ 2,393.92
TENNAL KENTON	BASKETBALL CAMP INSTRUCTOR PYMT	\$ 448.00
KLINE ELECTRIC INC	LIGHT POLE REPAIR/REMOVAL	\$ 9,522.20
LEAF	COPIER CONTRACT - PARKS	\$ 87.72
WOODKE MARCIA	GFOA CONFERENCE PER DIEM	\$ 276.50
LIBERTY READY MIX	CONCRETE /SUPPLIES	\$ 5,632.50
LOGAN CONTRACTORS SUPPLY	CONCRETE SUPPLIES	\$ 470.55
LOGOED APPAREL & PROMOTION	PW STAFF/PARKS PROG/LORD CLOTHING	\$ 5,604.32
MAIL SERVICES	UB MONTHLY STATEMENTS	\$ 3,120.61
MEDIACOM	PW INTERNET AND TV	\$ 346.15
METRO WASTE AUTHORITY	DUMPSTER DISPOSAL	\$ 98.73
MUNICIPAL SUPPLY, INC.	METERS/FLAGS/SUPPLIES	\$ 11,574.79
NAPA AUTO PARTS	PAINT TRUCK/SWEEPER SUPPLIES	\$ 157.78
NATIONWIDE OFFICE CLEANER	WINDOW CLEANING - LIBRARY	\$ 773.50

NORWALK READY MIX CONCRETE	308 NW 7TH LIMESTONE	\$	835.00
O'HALLORAN INTERNATIONAL	S207 REPAIRS	\$	2,597.35
OVERDRIVE, INC	LIBRARY MATERIALS	\$	776.84
PC PRINT CENTER	PROGRAMMING SUPPLIES-LIBRARY	\$	1,180.00
PETTY CASH	CH PETTY CASH-POSTAGE/SUPPLIES	\$	71.35
ENVIRONMENTAL PROPERTY	ASBESTOS REMOVAL/DISPOSAL	\$	9,400.00
PITNEY BOWES POSTAGE	POSTAGE METER REFILL FEE	\$	9.75
RHINER'S PLUMBING	REPLACE STOPBOX - 11TH STREET	\$	2,400.00
TNC LLC	TNC TIF 1/2 FY24 2ND 1/2	\$	169.50
SITEONE LANDSCAPE SUPPLY	SEED/ STRAW MATS/ STAPLES	\$	611.54
SPRAYER SPECIALTIES	HOSE TO DRAIN BLDG/WWTP	\$	254.34
THORPE WATER DEVELOPMENT	MAY DISCONNECT	\$	50.00
TOMPKINS INDUSTRIES INC.	S401 SUPPLIES	\$	287.93
TRIPLETT OFFICE ESSENTIAL	OFFICE CHAIR - LORD	\$	436.80
UNIQUE MANAGEMENT SERVICE	LIBRARY COLLECTIONS	\$	46.60
UNITED CONTRACTORS, INC	BACKFILL CONCRETE	\$	152.46
CINTAS CORPORATION - #762	GCC AED LEASE	\$	337.50
USA BLUE BOOK	COLOR DYE FOR WATER TESTING	\$	128.00
VERIZON WIRELESS	PW/DS CELL PHONES & HOT SPOTS	\$	552.01
VESSCO, INC.	CHEMICAL TUBING	\$	1,246.96
VAN WALL EQUIPMENT	CARBURATOR TOOL - PARKS	\$	164.48
WRIGHT OUTDOOR SOLUTIONS	PLANT MAINTENANCE-LIBRARY	\$	166.00
CONTRACTOR SOLUTIONS	WWTP MAINTENANCE SUPPLIES	\$	35.00
CENTURY LINK	5/10-6/9/24 PHONE SERVICE	\$	1,684.69
INFOMAX OFFICE SYSTEMS	LIBRARY COPIER CONTRACT	\$	261.83
BLANK PARK ZOO	LIBRARY PROGRAMMING	\$	125.00
EFTPS	FED/FICA TAX	\$	75,816.95
BENTLEY RIDGE TREE FARM	BEAVERBROOKE ROW TREES	\$	954.00
AFTER-MOUSE.COM	INTERACTIVE TABLE-LIBRARY	\$	6,385.00
UMB BANK, N.A.	BOND FEES	\$	1,500.00
MENARDS	PARKS/DS/PW SUPPLIES/TOOLS	\$	751.93
BULK TRANSPORT CO EAST	DELIVERY OF LIME	\$	2,415.27
DAIMLER TRUCKS N AMERICA	DAIMLER TIF FY24 2ND 1/2	\$	247,700.00
R&R REALTY GROUP	PRAIRIE BUS PK3 FY24 2ND 1/2	\$	277,863.50
SHANK CONSTRUCTORS INC	WRA CONNECTOR CONTR 4 PYMT #25	\$	88,471.75
VOYA	DEFER COMP PRE	\$	3,066.92
AIG	DEFER COMP ROTH	\$	882.50
HORACE MANN	DEFER COMP ROTH	\$	500.00
MASSMUTUAL	DEFER COMP PRE	\$	2,268.00
NILLES ASSOCIATES	LION'S PARK SURVY/STUDY #1-SW REVIEW	\$	28,410.50
LUMEN CENTURY LINK	4/16-5/15/24 FIBER/PHONE SERVICE	\$	769.65
BTG IOWA	HUBBELL #4 TIF FY24 2ND FINAL	\$	56,733.00
ELECTRIC PUMP	N JORDAN WELL NETWORK PROGRAMMING	\$	1,165.00
MICROMARKETING LLC	LIBRARY MATERIALS	\$	188.28

AIRGAS USA LLC	WELDING GAS	\$	174.62
SCENTAIR TECHNOLOGIES	GCC/PW IONIZATION 5/10-6/9/24	\$	622.00
RENEWABLE ENERGY GROUP	FUEL-PW/DS/PARKS/FD	\$	8,120.71
EBS	JUNE 2024 PREMIUMS	\$	60,989.64
DELL MARKETING	ECON DEV DIRECTOR PC/COVER	\$	2,967.86
BAKER GROUP	SPLASH PAD ACCESS/SECURITY VIDEO	\$	15,000.00
HENSLEY KEVIN	APWA CONFERNECE STAY/PER DIEM	\$	1,294.24
SPORTS FACILITIES	GP EQUIP INSTALL-GREEN AIRFARE	\$	658.14
MONOPRICE INC	FIBER PATCH CABLES	\$	105.88
BRADSHAW FOWLER PROCTOR	ADMIN FACILITY PROJECT - LEGAL	\$	742.50
REINTS MATTHEW	CLOTHING ALLOWANCE REIMBURSEMENT	\$	11.99
DANIELS KENDRA E	CLOTHING ALLOWANCE REIMBURSEMENT	\$	153.67
FEICK BRADLEY	CLOTHING ALLOWANCE REIMBURSEMENT	\$	190.80
HOPE DEVELOPMENT & REALTY	TIF 1/2 FY24 #2 SUPPLEMT/COMPLEX PYMT	\$	204,509.50
CITY OF GRIMES FLEX	EMPLOYEE FLEX SPENDING	\$	2,433.08
KASTNER, LLC	HUBBELL #5 TIF FY24 2ND FINAL	\$	42,059.00
HEARTLAND BUSINESS	MONTHLY OFFICE 365	\$	3,763.10
TVEYES INC.	MEDIA MONITORING SUBSCRIPTION	\$	2,400.00
COMMONWEALTH ELECTRIC	DATA CABLES FOR NEW CUBICLES-GCC	\$	5,850.00
IOWA POND GUY LLC	HERITAGE FOUNTAIN MAINTENANCE	\$	250.00
CITY OF GRIMES HSA	EMPLOYEE FLEX SPENDING	\$	465.34
AMAZON	SUPPLIES-IT/PARKS/PW/DS/LIB	\$	1,933.50
TOP TRACT CORP	TIF FY24 2ND 1/2	\$	105,189.50
DESTINATION MARKET LLC	TIF FY24 2ND 1/2	\$	281,526.50
PIGOTT	LIBRARY FURNITURE	\$	5,980.13
SVPA ARCHITECTS	PROFESSIONAL SERVICES APRIL-FD	\$	110,127.93
RINGCENTRAL, INC.	CITY PHONE SERVICES-SHARED	\$	2,827.90
MIDWEST TURF SUPPORT LLC	TURF CHEMICALS	\$	1,224.00
STERNQUIST CONSTRUCTION	SE TRAIL RIDGE RD RECON #9/ RETAINAGE	\$	75,232.13
PLAYAWAY PRODUCTS	LIBRARY MATERIALS	\$	104.98
CHRISTENSON FARMS	CROP LOSS AGREEMENT RES #05-1924	\$	17,325.00
ALL MAKES OFFICE EQUIPMENT	GP OFFICE MEETING FURNITURE	\$	28,451.52
SUMMIT FIRE PROTECTION CO	REPLACE WATER PLANT OUTSIDE ALARM	\$	422.34
THORNBURG CAROL	GFOA CONFERENCE PER DIEM	\$	276.50
METRONET	INTERNET FOR FLEXNET SYSTEM	\$	237.25
HOPE K FARMS LLC	HOPE K FARMS TIF FY24 2ND 1/2	\$	44,863.50
ANDERSON FOUR LLC	TIF FY24 2ND 1/2	\$	61,488.50
TEAM SERVICES INC	CONSTRUCTION TESTING	\$	1,681.01
FIRST CHOICE COFFEE	COFFEE SUPPLIES - LIBRARY	\$	235.60
GREEN RESOURCE MANAGEMENT	CH SHREDDING SERVICE	\$	48.00
JACKSON CREEK ENTERPRISES	SE LTL BEAV/4TH-6TH MAIN #2	\$	239,324.03
LANG JORDAN	COMMAND SYSTEM COURSE PER DIEM	\$	206.50
PERFICUT COMPANIES INC	HORTICULTURE MAINTENCE- CITY PARKS	\$	50,305.00
CAPE CUSTOM CLOTHING	WEEKEND STAFF UNIFORMS-GP	\$	1,360.00

SCHAPPAUGH DOUG	GCC RENTAL REFUND	\$ 135.00
HAWKINS MARLA	YOUTH PROGRAM REFFUND	\$ 35.00
AHREND LORI LYNN	LIBRARY PROGRAMMING - MUSIC	\$ 350.00
GAMES ON TAP	LIBRARY PROGRAMMING - SHOW	\$ 150.00
PONTIERO ANTHONY RYAN	LIBRARY PROGRAMMING - SHOW	\$ 650.00
CULTUREALL	LIBRARY PROGRAMMING WORKSHOP	\$ 432.00
LORD KATIE	DEV24 CONF/MEETINGS REIMBURSEMENT	\$ 71.36
WILLOUGHBY BECKY	SWAG PROGRAM REIMBURSEMENT	\$ 750.00
CLARK BEN	SWAG PROGRAM REIMBURSEMENT	\$ 75.00
TRUE PITCH SPORTS LLC	GRIMESPEX TURF	\$ 53,568.00
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	\$ 176,998.21
	CLAIMS TOTAL	\$ 6,071,331.96
	GENERAL FUND	\$ 302,866.32
	LIBRARY FUND	\$ 50,227.12
	ROAD USE TAX FUND	\$ 27,772.89
	EMPLOYEE BENEFITS FUND	\$ 46,042.54
	TAX INCREMENT FINANCING FUND	\$ 1,638,249.50
	RESTRICTED GIFTS FUND	\$ 557.00
	DEBT SERVICE FUND	\$ 1,200.00
	CAPITAL PROJECT FUND	\$ 9,400.00
	CP - PARKS FUND	\$ 28,160.50
	CP - GRIMES COMMUNITY COM FUND	\$ 34,301.52
	CP - CITY HALL FUND	\$ 742.50
	WRA SANI SEWER PHASE 1 FUND	\$ 17,325.00
	ANN SANI SEWER I&I REHAB FUND	\$ 149,721.90
	ANNUAL WATER MAIN REPLACE FUND	\$ 239,324.03
	SPLASH PAD FUND	\$ 15,000.00
	TRAFFIC SIGNAL EQUIPMENT FUND	\$ 2,393.92
	WRA SANI SWR PHS 4 FUND	\$ 88,471.75
	GRIMESPLEX FUND	\$ 71,030.53
	SE 11TH & JAMES FUND	\$ 211,893.10
	NE DEST/NE BVRBROOKE IMP FUND	\$ 303,836.73
	SE TRL RDG RD RECONSTRUCT FUND	\$ 75,232.13
	FIRE STATION FUND	\$ 110,427.93
	WATER FUND	\$ 61,311.36
	WATER SINKING FUND	\$ 1,798,793.46
	SEWER FUND	\$ 25,977.69
	SEWER SINKING FUND	\$ 751,499.67
	LANDFILL/GARBAGE FUND	\$ 48.00
	STORM WATER FUND	\$ 9,524.87
		\$ 6,071,331.96

AMAZON CLAIMS 5.28.24		
Charges	Amount	Description
Parks & Rec	\$ 432.36	Foam/soft strike-bats/balls
	\$ 39.23	Office supplies
	\$ 452.49	First aid supplies-GCC/GP
Library	\$ 208.36	Materials
	\$ 99.67	Sanitizer sprays/markers
	\$ 91.92	Programming supplies
Public Works	\$ 40.09	Laser level mounting bracket
	\$ 245.24	Disposable boot/shoe covers
	\$ 60.06	Phone chargers/tool
	\$ 85.04	GCC hand sanitizer
IT	\$ 82.26	Coffee
Dev. Services	\$ 43.89	Asphalt depth gauge
	\$ 52.89	Office supplies
Total	\$ 1,933.50	

RESOLUTION 05-2824 APPROVING CIGARETTE/TOBACCO, ALTERNATIVE NICOTINE
AND VAPOR PERMITS FOR 2024-2025

Grimes Resolution No. 05-2824

WHEREAS, establishments within a city's limits may apply for cigarette/tobacco, alternative nicotine or vapor product permits with the city;

WHEREAS, permits for tobacco, alternative nicotine and vapor are renewed and approved annually by the Grimes City Council and run July 1st through June 30th of each year;

WHEREAS, approved/completed applications for which the permit fees have been paid to the City of Grimes are filed with Iowa Alcoholic Beverage Division;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the attached *Exhibit A* be approved for permits and authorizing the city clerk to issue permits.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

TOBACCO PERMITS

2024/2025

TAB	Name	Site Address	Mail Address	Permit #	Received	Council Date
1	Fareway Store	351 SE Gateway Dr.	PO Box 70 Boone, IA 50036	1853	5/10/24	05/28/24
2	Casey's # 2520	206 E 1st Street	1 SE Convenience Blvd. Ankeny IA 50021-8045	1345	4/17/24	05/28/24
3	Casey's # 3507	951 SE Gateway # 3507	1 SE Convenience Blvd. Ankeny IA 50021-8045	1678	4/17/24	05/28/24
4	Casey's # 3746	1650 NE Beaverbrooke Blvd	1 SE Convenience Blvd. Ankeny IA 50021-8045	1679	4/17/24	05/28/24
5	Kum & Go # 141	1880 SE Princeton Dr.	1450 Grand Avenue Des Moines IA 50309	1314	4/1/24	05/28/24
6	Kum & Go # 237	801 E. 1st Street	1450 Grand Avenue Des Moines IA 50309	1682	4/1/24	05/28/24
8	QuikTrip #531	1900 SE 37th St	QT, PO Box 3475 Tulsa, OK 74101-3475	1669		05/28/24
9	Dollar General 7305	421 SE Gateway Drive	100 Mission Ridge Goodlettsville TN 37072	1672		05/28/24
11	Spirits Liquor -1	109 E. 1st Street	ABC LLC, 109 E. 1st St.	2295	4/18/24	05/28/24
12	Atomic Cloud	200 SE Gateway DR #109	Atomic Cloud LLC 1721 Woodland Ave, WDM IA 502665	1675	5/10/24	05/28/24
13	Central Iowa Vapors	2250 E. 1st Street #200	11338 Aurora Ave #10 Urbandale IA 50322	1676		05/28/24
14	Kwik Star # 1024	1450 NE Gateway Ct.	Kwik Trip Inc. PO Box 2107 La Crosse WI 54602-2107	1683		05/28/24
15	Kwik Star # 1055	2351 E. 1st Street	Kwik Trip Inc. PO Box 2107 La Crosse WI 54602-2107	1684		05/28/24
16	Hy-Vee Fast & Fresh #1	1401 East 1st Street	5820 Westown Pkwy	1677	4/1/24	05/28/24
17	Hy-Vee Grocery	351 NE Gateway Dr.	5820 Westown Pkwy	1688	4/1/24	05/28/24
18	Hy-Vee Fast & Fresh #2	1701 SE 37th Street	5820 Westown Pkwy	1689	4/1/24	05/28/24
19	Grimes Smoke & Vape	250 SE Destination Dr	160 83rd Ave NW Fridley, MN 55432	1971		05/28/24
20	Grimes Liquor Shop	3600 SE Crossroads Dr. #400	2728 E. Porter Ave. DM IA 50320	2008	4/17/24	05/28/24
21	The Spot Truck Stop	1905 SE 37th St.	4215 Daina Dr. Cedar Falls IA 50613	2348		05/28/24

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Resolution 05-2924 Accepting Public Improvements in Brookside Village Plat 1

BACKGROUND: The public improvements for sanitary sewer, storm sewer, water main, streets, sidewalks, and trails within the Brookside Village Plat 1 have been completed and in a condition to be accepted by the City, and the City engineer has recommended such acceptance.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: NO

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval of the Resolution Accepting Public Improvements in Brookside Village Plat 1

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

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN BROOKSIDE VILLAGE PLAT 1

Grimes Resolution No. 05-2924

WHEREAS, approval of the final plat for Brookside Village Plat 1 (the "Plat") had previously been given by the Grimes City Council; and

WHEREAS, the approved construction drawings identified certain public improvements to be constructed; and

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

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

1. That the public improvements in Brookside Village Plat 1, including sanitary sewer, storm sewer, water main, street pavements, sidewalks, and trails are hereby accepted and incorporated into the respective sanitary sewer, storm sewer, water main, street systems, sidewalk and trail systems in the City of Grimes.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

CERTIFICATE OF COMPLETION

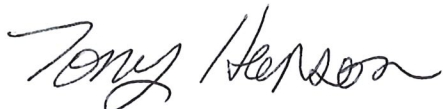
Brookside Village Plat 1

Grimes, Iowa

May 28, 2024

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

Respectfully submitted,



Tony Hanson
Senior Engineering Technician

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Resolution 05-3024 Setting Public Hearing (06-25-2024, 5:30 PM): SE 4th and Main Street Rezone

BACKGROUND: The subject property is owned by K & A Investments, LLC, which is generally located west of SE Main Street and between SE 3rd Street and SE 4th Street. The approximately 0.90-acre property is currently zoned C-1 and is identified as Downtown/Governor's District upon the Future Land Use Plan. The applicant is requesting to rezone the property to R-4 (PUD) to construct townhome and multi-family dwellings.

The projected activity for this property is somewhat consistent with the Future Land Use Plan designation. The Downtown/Governor's District allows commercial and office uses with limited upper level residential. The proposed multi-family building would provide upper level units as prescribed by the Downtown/Governor's District. However, both the multi-family and townhome buildings are proposed to have first floor units. Staff is supportive of the proposed plan to provide first floor dwelling units. Both properties are located off of the main commercial corridor of Main Street. Increasing the number of dwelling units downtown will help to drive development and support for new and existing businesses downtown. In addition, there are existing first floor residential homes and apartments surrounding the subject property. The proposed density is consistent with downtown development.

The proposed R-4 zoning district will allow residential uses to be constructed on the property. The current C-1 zoning district does not permit residential uses. As such, the conceptual plan for the site shows two development lots for the proposed buildings, one for townhomes and one for apartments.

The layout provided is only a conceptual rendering of the site. The concept will continue to be refined through the rezoning process as required improvements are determined. As this is only the initial step in the process, more detailed plans will become available as the project moves further along.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: No

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval of the Resolution.

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

RESOLUTION SETTING PUBLIC TIME AND PLACE FOR PUBLIC HEARING ON
PROPOSED REZONING OF PROPERTY GENERALLY LOCATED WEST OF SE MAIN
STREET AND BETWEEN SE 3RD STREET AND SE 4TH STREET FROM C-1 GENERAL
COMMERCIAL DISTRICT TO R-4 PLANNED UNIT DEVELOPMENT DISTRICT FOR THE SE
4TH AND MAIN STREET PUD

Grimes Resolution No. 05-3024

WHEREAS, certain land in the City of Grimes, Iowa, generally located west of SE Main Street and between SE 3rd Street and SE 4th Street and legally described on Exhibit A, attached hereto, is currently zoned C-1 (General Commercial District) (the "Property"); and

WHEREAS, the City Council of the City of Grimes desires to consider the amendment of the Grimes Code of Ordinances, and the zoning district boundaries of Title 12, Section 12-3-2 by rezoning the Property from C-1 (General Commercial District) to R-4 (Planned Unit Development District), and

WHEREAS, it is the desire of the City Council that the proposed Ordinance, amending the official zoning district map be considered by the Grimes Planning and Zoning Commission and such Commission file its report with the City Council prior to the time established herein for public hearing on the proposed amendment; and

WHEREAS, the proposed Ordinance amending the official zoning district map has been prepared and a public hearing upon the proposed amendment should be held and a time and place for 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 Ordinance amending the Grimes Code of Ordinances, at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Polk County, Iowa at 5:30 p.m. on the 25th day of June, 2024, at which time the City Council will consider any objections to the proposed amendment and will hear all interested persons.
2. That the Mayor and City Clerk be and are hereby authorized and instructed to give Notice of said public hearing as required by law.
3. That the Planning and Zoning Commission is hereby directed to consider the proposed amendment and to file its report with the City Council prior to the time of the public hearing.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

EXHIBIT A - LEGAL DESCRIPTION

LOT 2 IN BLOCK 10 AND THE NORTH 1/2 OF THE EAST-WEST ALLEY ABUTTING LOT 2, BLOCK 10, ALL IN THE TOWN OF GRIMES, AND THE WEST 1/2 OF NORTH-SOUTH ADJACENT ALLEY, AND THE SOUTH 1/2 OF ADJACENT PUBLIC RIGHT-OF-WAY, CITY OF GRIMES, POLK COUNTY, IOWA
AND

LOTS 3 AND 4 IN BLOCK 10 AND THE SOUTH 1/2 OF THE EAST-WEST ALLEY LYING NORTH AND ADJOINING SAID LOTS 3 AND 4 IN THE TOWN OF GRIMES, AND THE WEST 1/2 OF THE NORTH-SOUTH ADJACENT ALLEY, AND THE NORTH 1/2 OF ADJACENT PUBLIC RIGHT-OF-WAY, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA.

NOTICE OF PUBLIC HEARING ON PROPOSED REZONING OF PROPERTY REFERRED
TO AS SE 4TH & MAIN STREET GENERALLY LOCATED WEST OF SE MAIN STREET
AND BETWEEN SE 3RD STREET AND SE 4TH STREET FROM C-1 GENERAL
COMMERCIAL DISTRICT TO R-4 PLANNED UNIT DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa, will meet at the Grimes Community Complex, 410 SE Main Street, Room 202 in the City of Grimes, Iowa, at 5:30 p.m. on the 25th day of June, 2024, at which time and place the City Council will hold a public hearing on a proposed Ordinance Amending the Grimes Code of Ordinances and zoning district boundaries of Title 12, Section 12-3-2 by rezoning certain Property described on Exhibit A from C-1 (General Commercial District) to R-4 (Planned Unit Development District), as follows:

AMENDING THE GRIMES CODE OF ORDINANCES AND ZONING DISTRICT
BOUNDARIES OF TITLE 12, SECTION 12-3-2 BY REZONING OF PROPERTY
REFERRED TO AS SE 4TH & MAIN STREET GENERALLY LOCATED WEST OF SE
MAIN STREET AND BETWEEN SE 3RD STREET AND SE 4TH STREET FROM C-1
GENERAL COMMERCIAL DISTRICT TO R-4 PLANNED UNIT DEVELOPMENT
DISTRICT

For all the particulars of the proposed amendment, see the proposed Ordinance entitled as set forth above now on file at the Grimes City Hall with the City Clerk of the City of Grimes, which may be examined there. The proposed Ordinance is by this reference made a part of this Notice.

All interested persons may appear at the public hearing and at such time and place the Grimes City Council will consider any objections to the proposed Ordinance and give all interested persons an opportunity to be heard. This Notice is given by order of the City Council of the City of Grimes, Iowa on May 28, 2024.

Scott Mikkelsen, Mayor

ATTEST:

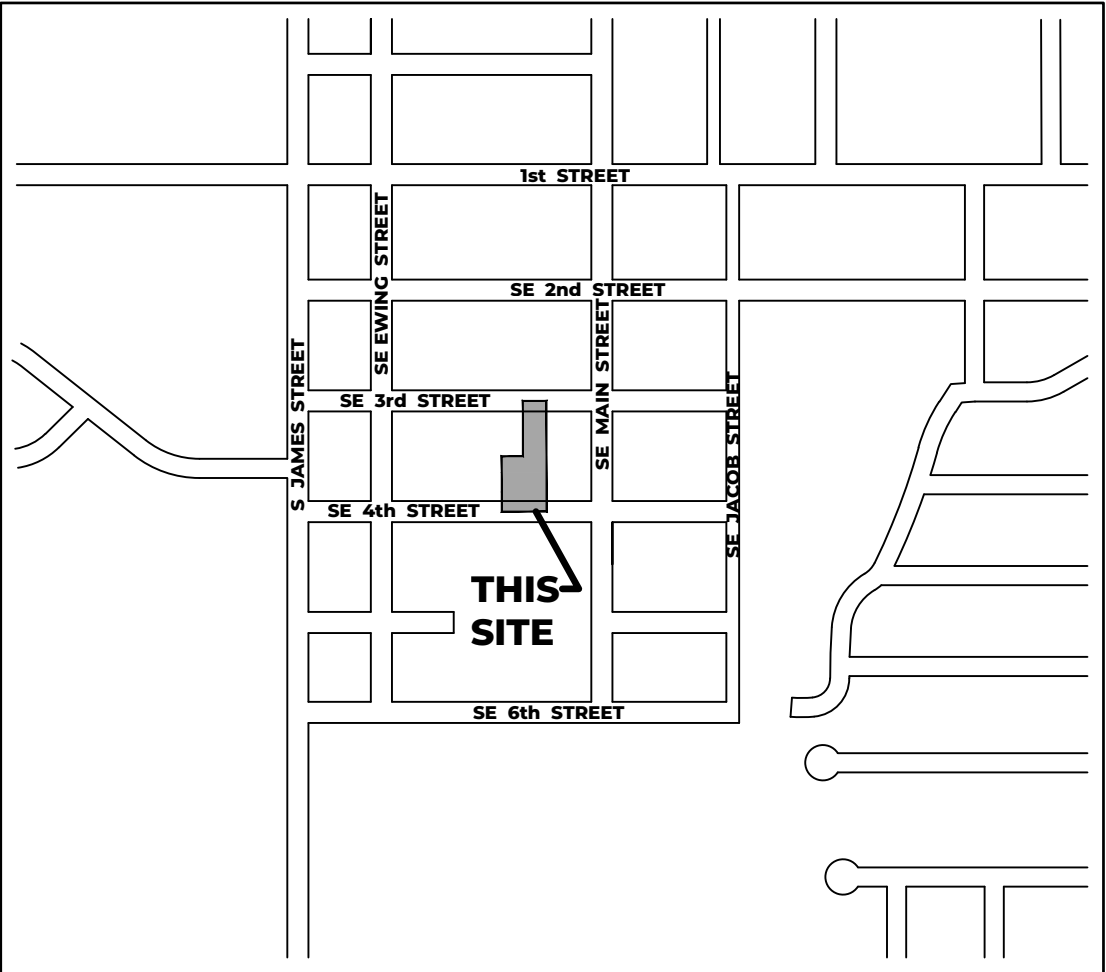
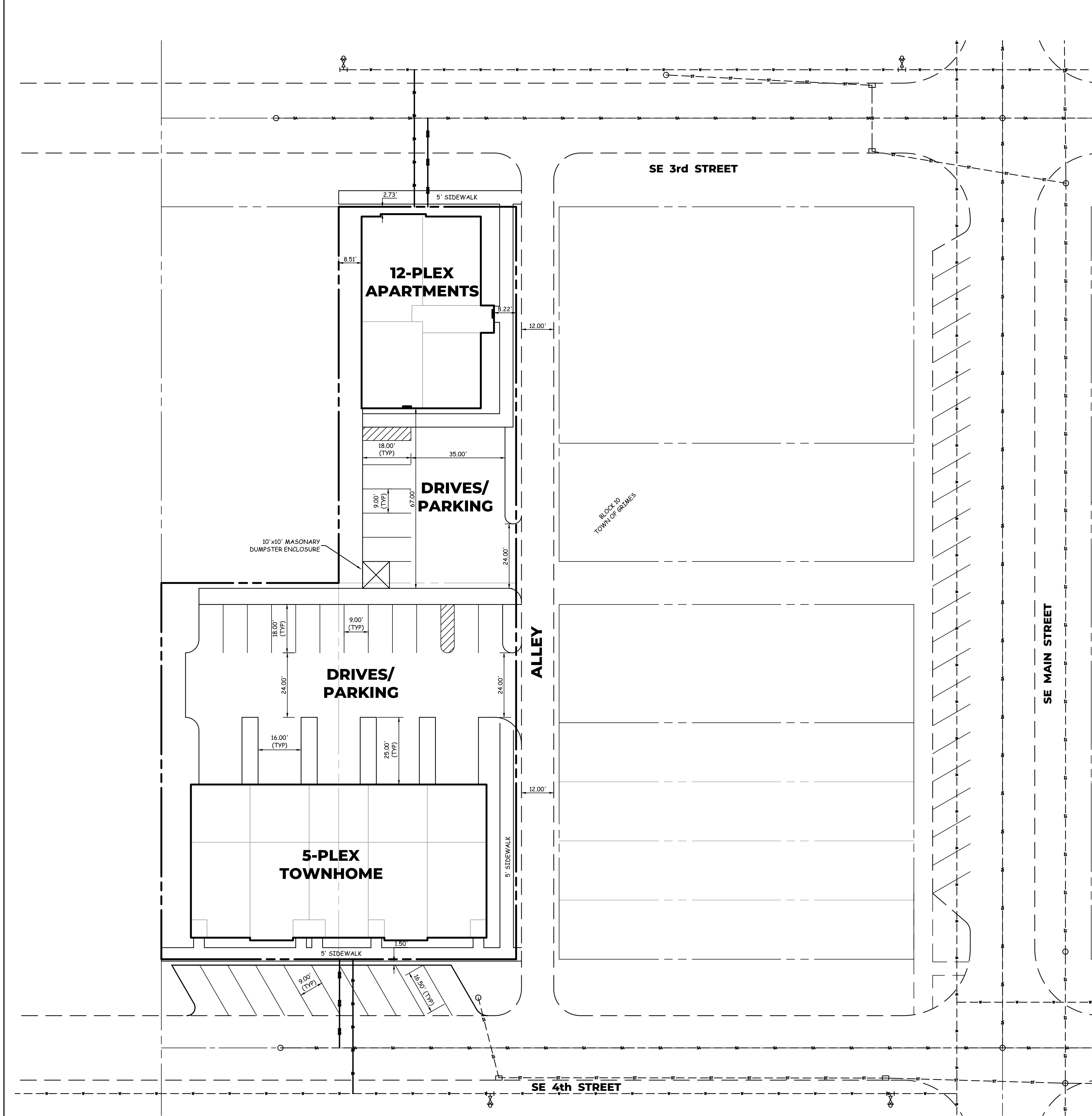
Jacob Anderson, City Clerk

Exhibit A – Rezone Legal Description

LOT 2 IN BLOCK 10 AND THE NORTH 1/2 OF THE EAST-WEST ALLEY ABUTTING LOT 2, BLOCK 10, ALL IN THE TOWN OF GRIMES, AND THE WEST 1/2 OF NORTH-SOUTH ADJACENT ALLEY, AND THE SOUTH 1/2 OF ADJACENT PUBLIC RIGHT-OF-WAY, CITY OF GRIMES, POLK COUNTY, IOWA

AND

LOTS 3 AND 4 IN BLOCK 10 AND THE SOUTH 1/2 OF THE EAST-WEST ALLEY LYING NORTH AND ADJOINING SAID LOTS 3 AND 4 IN THE TOWN OF GRIMES, AND THE WEST 1/2 OF THE NORTH-SOUTH ADJACENT ALLEY, AND THE NORTH 1/2 OF ADJACENT PUBLIC RIGHT-OF-WAY, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA.



VICINITY SKETCH

NORTH
SCALE: 1"=600'

CONCEPT PLAN
K&A INVESTMENTS

OWNER/APPLICANT

K&A INVESTMENTS, LLC
10640 JUSTIN DRIVE
URBANDALE, IOWA 50322-3755
ATTN: KIRK MICKELSEN
515-243-1191
kirk@krmdcv.com

PROPERTY ADDRESS

304 SE 3rd STREET
GRIMES, IOWA 50111

ZONING

EXISTING: C-1 COMMERCIAL DISTRICT
PROPOSED: R-4 DISTRICT

LAND USE

EXISTING: VACANT
PROPOSED: TOWNHOMES AND MIX-USE (COMMERCIAL AND RESIDENTIAL)

SETBACKS

FRONT - 0' MIN. / 5' MAX.
REAR - NONE
SIDE - 0' (INTERNAL)
7' (EXTERNAL)

BUILDING TYPES

- (1) 12-PLEX APARTMENTS
- (1) 5-PLEX TOWNHOMES

PARKING

APARTMENTS
(1) STALL PER UNIT

TOWNHOMES
(2) GARAGE SPACES PER UNIT
(2) DRIVEWAY SPACES PER UNIT

NOTE: DRIVEWAY SHALL ACCESS ALLEYS IN REAR OF UNITS

NOTES

- 1. EACH TOWNHOME UNIT WILL HAVE SEPARATE TRASH/RECYCLING CONTAINERS.

LEGEND

EXISTING/PROPOSED	
	PLAT BOUNDARY
	8" WATER MAIN & SIZE
	8" SANITARY SEWER & SIZE
	8" STORM SEWER & SIZE
	UNDERGROUND ELECTRIC CABLE
	UNDERGROUND TELEPHONE CABLE
	UNDERGROUND CABLE TV
	4" GAS MAIN & SIZE
	MANHOLE
	INTAKE
	HYDRANT
	POWER POLE/LIGHT POLE
	UTILITY BOX/TELEPHONE RISER
	EXISTING CONTOURS
	PROPOSED CONTOURS
	SILT FENCE OR APPROVED FILTRATION SOCK
	TREES

COOPER CRAWFORD & Associates
Civil Engineers & Land Surveyors
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 10-25-2023
REVISIONS: 1-5-2024
2-9-2024
5-20-2024

SCALE: 1"=20'

AS-BUILT: ---

JOB NUMBER

CC 2326

SHEET 1 OF 1

CONCEPT PLAN
GRIMES, IOWA



CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Resolution 05-3124 Setting Public Hearing (06-25-2024, 5:30 PM): T5 Data Center Rezone

BACKGROUND: The subject property is owned by Jay R. Fried Trust, Nancy D. Fried Trust, Megan Scott, Robert Fried, Beverly A. Kelly, Shirley I. Shipley, and Sharon Kramer. The subject property is generally located at the southwest corner of SW 37th Street and South James and contains approximately 260 acres. The property is currently zoned A-1 and is identified as Business Park and Mixed-Use 2 upon the Future Land Use Plan. The applicant, T5, is requesting to rezone the property to R-4 (PUD) for light industrial uses.

The projected activity for this property is generally consistent with the Future Land Use Plan designation. The proposed light industrial use is consistent with the Business Park and Mixed-Use 2 land use designations which allow office and light industrial uses. The only inconsistency would be that the mixed-use portions of the site would not provide a mix of uses as permitted by the comprehensive plan. However, the comprehensive plan does not prescribe specifics about how mixes of uses are provided. In addition, the City is in the process of developing an area plan that includes the subject property. Through that process, staff have planned to remove the Mixed-Use 2 designation on the property due to the unclear standards for the designation and the anticipated market in the area. Staff are supportive of the proposed light industrial use across the site as there are light industrial uses on the north side of SW 37th Street.

The proposed R-4 zoning district will allow light industrial uses to be constructed on the property. As such, the conceptual plan for the site shows sites for data center buildings and detention, along with the required public improvements, which include extensions of SW Brookside Drive and SW 41st Street.

The layout provided is only a conceptual rendering of the site. The concept will continue to be refined through the rezoning process as required improvements are determined. As this is only the initial step in the process, more detailed plans will become available as the project moves further along.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: No

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval of the Resolution.

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

RESOLUTION SETTING PUBLIC TIME AND PLACE FOR PUBLIC HEARING ON
PROPOSED REZONING OF PROPERTY GENERALLY LOCATED AT THE SOUTHWEST
CORNER OF SW 37TH STREET AND SOUTH JAMES STREET FROM A-1 AGRICULTURAL
DISTRICT TO R-4 PLANNED UNIT DEVELOPMENT DISTRICT FOR THE T5 DATA CENTER
PUD

Grimes Resolution No. 05-3124

WHEREAS, certain land in the City of Grimes, Iowa, generally located at the southwest corner of SW 37th Street and South James Street and legally described on Exhibit A, attached hereto, is currently zoned A-1 (Agricultural District) (the "Property"); and

WHEREAS, the City Council of the City of Grimes desires to consider the amendment of the Grimes Code of Ordinances, and the zoning district boundaries of Title 12, Section 12-3-2 by rezoning the Property from A-1 (Agricultural District) to R-4 (Planned Unit Development District), and

WHEREAS, it is the desire of the City Council that the proposed Ordinance, amending the official zoning district map be considered by the Grimes Planning and Zoning Commission and such Commission file its report with the City Council prior to the time established herein for public hearing on the proposed amendment; and

WHEREAS, the proposed Ordinance amending the official zoning district map has been prepared and a public hearing upon the proposed amendment should be held and a time and place for 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 Ordinance amending the Grimes Code of Ordinances, at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Polk County, Iowa at 5:30 p.m. on the 25th day of June, 2024, at which time the City Council will consider any objections to the proposed amendment and will hear all interested persons.
2. That the Mayor and City Clerk be and are hereby authorized and instructed to give Notice of said public hearing as required by law.
3. That the Planning and Zoning Commission is hereby directed to consider the proposed amendment and to file its report with the City Council prior to the time of the public hearing.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

Exhibit A

Rezone Description

THE FOLLOWING WERE PROVIDED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER CP72984, EFFECTIVE DATE OF DECEMBER 4TH, 2023, AT 7:00A.M., SCHEDULE A.

THE NORTHEAST QUARTER (NE1/4), OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA.

AND ALSO:

THE FOLLOWING WERE PROVIDED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER CP73109, EFFECTIVE DATE OF DECEMBER 29TH, 2023, AT 7:00A.M., SCHEDULE A.

THE EAST 51 ACRES OF NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LESS ROADS.

AND ALSO:

THE NORTH 1155 FEET OF WEST 118.5 RODS OF NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LESS ROADS,

MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 18, THENCE N 89°53'57" E, 1477.14 FEET ALONG THE NORTH LINE OF THE FRACTIONAL NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND ALSO ALONG THE CENTERLINE OF THE SW37TH STREET; THENCE N 89°51'20" E, 1330.10 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18 AND ALSO ALONG THE CENTERLINE OF SW 37TH STREET; THENCE N 89°49'13" E, 2667.82 FEET ALONG THE NORTHEAST FRACTIONAL OF SAID SECTION 18 AND THE CENTERLINE OF SW 37TH STREET TO THE INTERSECTION OF THE CENTERLINES OF SW 37TH STREET AND SOUTH JAMES STREET AND TO THE NORTHEAST CORNER OF SAID SECTION 18; THENCE S 00°01'09" W, 1314.33 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18 AND THE CENTERLINE OF SOUTH JAMES STREET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE S 00°00'2" E, 1314.33 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18 AND THE CENTERLINE OF SOUTH JAMES STREET TO THE EAST QUARTER CORNER OF SAID SECTION 18; THENCE S 89°36'10" W, 1324.50 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE S 89°35'59" W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE CENTER QUARTER CORNER OF SAID SECTION 18; THENCE S 89°41'23" W, 854.08 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, THENCE N 00°24'41" W, 669.64 FEET; THENCE N 00°24'41" W, 816.97 FEET; THENCE S 89°52'43" W, 1954.40 FEET TO THE WEST LINE OF THE FRACTIONAL NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18 AND CENTERLINE OF 142ND STREET; THENCE N 00°20'19" W, 1155.01 FEET ALONG THE WEST LINE OF THE FRACTIONAL NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18 AND THE CENTERLINE OF 142ND STREET TO THE NORTHWEST CORNER OF SAID SECTION 18 AND THE INTERSECTION OF THE CENTERLINES OF 142ND STREET AND SW 37TH STREET TO THE POINT OF BEGINNING.

NOTICE OF PUBLIC HEARING ON PROPOSED REZONING OF PROPERTY REFERRED
TO AS T5 DATA CENTER GENERALLY LOCATED AT THE SOUTHWEST CORNER OF
SW 37TH STREET AND SOUTH JAMES STREET FROM A-1 AGRICULTURAL DISTRICT
TO R-4 PLANNED UNIT DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa, will meet at the Grimes Community Complex, 410 SE Main Street, Room 202 in the City of Grimes, Iowa, at 5:30 p.m. on the 25th day of June, 2024, at which time and place the City Council will hold a public hearing on a proposed Ordinance Amending the Grimes Code of Ordinances and zoning district boundaries of Title 12, Section 12-3-2 by rezoning certain Property described on Exhibit A from A-1 (Agricultural District) to R-4 (Planned Unit Development District), as follows:

AMENDING THE GRIMES CODE OF ORDINANCES AND ZONING DISTRICT
BOUNDARIES OF TITLE 12, SECTION 12-3-2 BY REZONING OF PROPERTY
REFERRED TO AS T5 DATA CENTER GENERALLY LOCATED AT THE SOUTHWEST
CORNER OF SW 37TH STREET AND SOUTH JAMES STREET FROM A-1
AGRICULTURAL DISTRICT TO R-4 PLANNED UNIT DEVELOPMENT DISTRICT

For all the particulars of the proposed amendment, see the proposed Ordinance entitled as set forth above now on file at the Grimes City Hall with the City Clerk of the City of Grimes, which may be examined there. The proposed Ordinance is by this reference made a part of this Notice.

All interested persons may appear at the public hearing and at such time and place the Grimes City Council will consider any objections to the proposed Ordinance and give all interested persons an opportunity to be heard. This Notice is given by order of the City Council of the City of Grimes, Iowa on May 28, 2024.

Scott Mikkelsen, Mayor

ATTEST:

Jacob Anderson, City Clerk

Exhibit A – Rezone Legal Description

THE FOLLOWING WERE PROVIDED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER CP72984, EFFECTIVE DATE OF DECEMBER 4TH, 2023, AT 7:00A.M., SCHEDULE A.

THE NORTHEAST QUARTER (NE1/4), OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA.

AND ALSO:

THE FOLLOWING WERE PROVIDED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER CP73109, EFFECTIVE DATE OF DECEMBER 29TH, 2023, AT 7:00A.M., SCHEDULE A.

THE EAST 51 ACRES OF NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LESS ROADS.

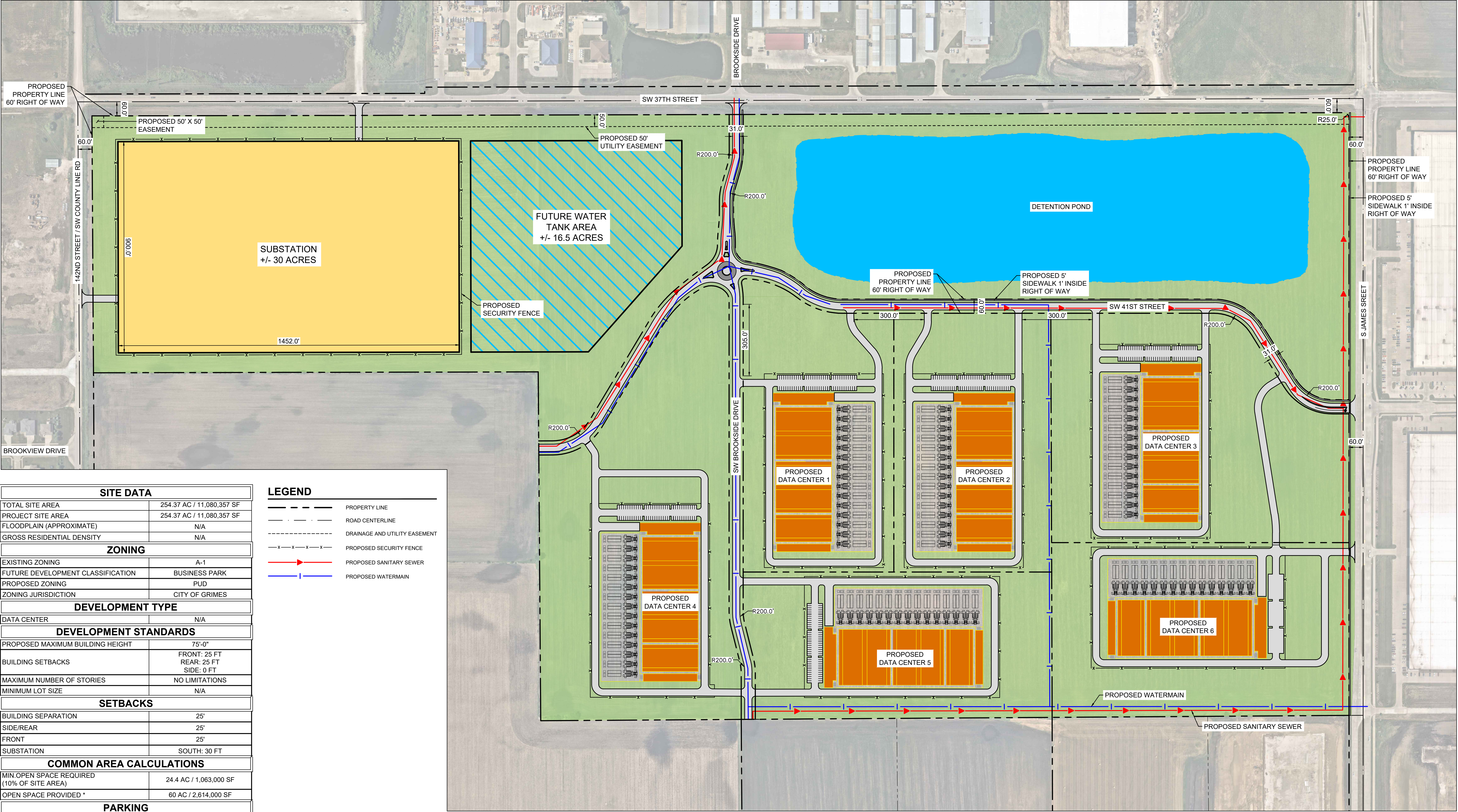
AND ALSO:

THE NORTH 1155 FEET OF WEST 118.5 RODS OF NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LESS ROADS,

MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 18, THENCE N 89°53'57" E, 1477.14 FEET ALONG THE NORTH LINE OF THE FRACTIONAL NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND ALSO ALONG THE CENTERLINE OF THE SW37TH STREET; THENCE N 89°51'20" E, 1330.10 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18 AND ALSO ALONG THE CENTERLINE OF SW 37TH STREET; THENCE N 89°49'13" E, 2667.82 FEET ALONG THE NORTHEAST FRACTIONAL OF SAID SECTION 18 AND THE CENTERLINE OF SW 37TH STREET TO THE INTERSECTION OF THE CENTERLINES OF SW 37TH STREET AND SOUTH JAMES STREET AND TO THE NORTHEAST CORNER OF SAID SECTION 18; THENCE S 00°01'09" W, 1314.33 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18 AND THE CENTERLINE OF SOUTH JAMES STREET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE S 00°00'2" E, 1314.33 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18 AND THE CENTERLINE OF SOUTH JAMES STREET TO THE EAST QUARTER CORNER OF SAID SECTION 18; THENCE S 89°36'10" W, 1324.50 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE S

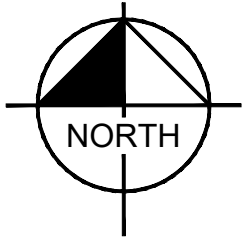
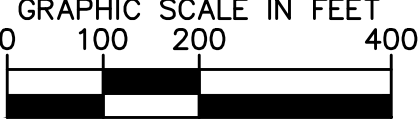
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SITE DATA	
TOTAL SITE AREA	254.37 AC / 11,080,357 SF
PROJECT SITE AREA	254.37 AC / 11,080,357 SF
FLOODPLAIN (APPROXIMATE)	N/A
GROSS RESIDENTIAL DENSITY	N/A
ZONING	
EXISTING ZONING	A-1
FUTURE DEVELOPMENT CLASSIFICATION	BUSINESS PARK
PROPOSED ZONING	PUD
ZONING JURISDICTION	CITY OF GRIMES
DEVELOPMENT TYPE	
DATA CENTER	N/A
DEVELOPMENT STANDARDS	
PROPOSED MAXIMUM BUILDING HEIGHT	75'-0"
BUILDING SETBACKS	FRONT: 25 FT REAR: 25 FT SIDE: 0 FT
MAXIMUM NUMBER OF STORIES	NO LIMITATIONS
MINIMUM LOT SIZE	N/A
SETBACKS	
BUILDING SEPARATION	25'
SIDE/REAR	25'
FRONT	25'
SUBSTATION	SOUTH: 30 FT
COMMON AREA CALCULATIONS	
MIN. OPEN SPACE REQUIRED (10% OF SITE AREA)	24.4 AC / 1,063,000 SF
OPEN SPACE PROVIDED *	60 AC / 2,614,000 SF
PARKING	
MINIMUM REQUIRED PARKING	1 PER 3 EMPLOYEES ON MAX SHIFT OR 1 PER 1,000 SF
TOTAL PROPOSED PARKING *	432
PARKING SETBACKS	ROW: 10' SIDE/REAR: 5'

LEGEND	
	PROPERTY LINE
	ROAD CENTERLINE
	DRAINAGE AND UTILITY EASEMENT
	PROPOSED SECURITY FENCE
	PROPOSED SANITARY SEWER
	PROPOSED WATERMAIN

* BASED OFF CONCEPTUAL SITE PLAN, SUBJECT TO CHANGE



Know what's below.
Call before you dig.

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Resolution 05-3224 Adopting the Grimes Street Design Guide

BACKGROUND: The City Council prioritized the development of a master streets plan for the City of Grimes as part of the 2023 Strategic Plan. The purpose of the master street plan is to establish street classifications, standards for street design, and access spacing to create clear expectations for the development of public streets and ensure adequate road networks are established. As such, Snyder & Associates, Inc. was hired to draft the plan and worked with City staff. The Grimes Street Design Guide has been developed and is now proposed for adoption and implementation.

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: N/A

STAFF RECOMMENDATION: Staff recommends approval of the Resolution.

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

RESOLUTION 05-3224 ADOPTING THE GRIMES STREET DESIGN GUIDE

Grimes Resolution No. 05-3224

WHEREAS, the City Council prioritized the development of a master streets plan for the City of Grimes as part of the 2023 Strategic Plan; and

WHEREAS, the purpose of the master street plan was to establish street classifications, standards for street design, and access spacing to create clear expectations for the development of public streets and ensure adequate road networks are established; and

WHEREAS, the City hired Snyder & Associates, Inc. to draft the plan in conjunction with City staff; and

WHEREAS, the Grimes Street Design Guide has been drafted; and

WHEREAS, the City Council desires to adopt the Grimes Street Design Guide.

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

1. That the Grimes Street Design Guide is hereby adopted.
2. That staff are directed to begin implementing and utilizing the Grimes Street Design Guide.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

GRIMES

Grimes Street Design Guide



Prepared for

The City of Grimes

May 28, 2024

Prepared by:



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Introduction

This reference guide provides a working definition and description of the different levels of street classifications with a corresponding example for Grimes. Graphic representations are included to provide a visual guide to the typical cross-section of the indicated street designations.

Certain street types have a number of traffic calming strategies identified that are appropriate for the identified classification. Additional information on each type of traffic calming measure, including whether each measure may be applied retroactively to existing streets or should be part of a street redesign or initial construction, may be found in the “Traffic Calming Measures Guide.” Traffic calming strategies must be reviewed and considered on a case-by-case basis and be studied to ensure proper selection of treatment and appropriate installation considerations.

Finally, this guide includes certain design criteria, access spacing guidelines for the identified categories of street and a reference chart for design options when considering new intersections. These design recommendations have been developed with input from City of Grimes Public Works, Development and Emergency Response staff and are based on criteria found in the Iowa Statewide Urban Design and Specifications Manual (SUDAS).

Street Design Criteria Table

The table below presents a number of design criteria depending on the classification and nature of the identified streets. The values listed in the table should be used as a starting point for roadway planning and design purposes and may be modified per specific situations. Refer to the currently adopted SUDAS additional roadway design criteria and guidance.

Design Elements	Local	Cul-de-sac	Collector		Arterial	
			Minor	Major	Minor	Major
General						
Lane Width (single lane) (ft)	11	11	11	12	12	12
Two-Way Left-Turn Lanes (TWLTL) (ft)	N/A	N/A	12	14	14	N/A
Object setback (ft)	1.5	1.5	1.5	3.0	3.0	3.0
Urban (2-lane undivided roadway)						
Roadway width with parking (one-side) (ft)	29	26	31	N/A	N/A	N/A
Roadway width without parking (ft)	26	26	29	31	31	N/A
Boulevard (4 or 6-lane divided roadway)						
Roadway width without parking (ft)	N/A	N/A	N/A	N/A	27 ¹	52 ²
Raised median width with left-turn lane (ft)	N/A	N/A	N/A	N/A	16	30

¹ Based on two lanes each direction.

² Based on three lanes each direction.

Major Arterial Streets

Definition

Major arterial streets serve major centers of activity in urbanized areas and should be used for the highest traffic volume corridors to carry most of the trips entering and leaving the area as well as trips that bypass the city center. Additionally, arterial streets should handle significant intra-area travel such as between central business districts and outlining residential areas, between major inner-city communities and between major suburban centers.

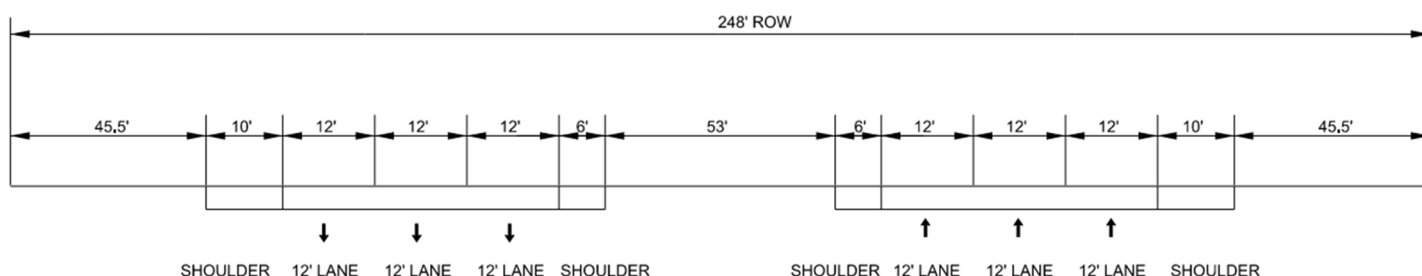
Private property access from major arterials is deliberately limited to reduce constraints on road capacity and user mobility. Access should generally be restricted to Interstate freeways, other major arterial streets and selected minor arterial streets. Arterial spacing varies, but may be spaced one mile apart in highly developed areas to five miles apart in developed suburban areas.ⁱ Signalized intersection spacing should be at least every ½ mile with one mile spacing preferred.

General arterial speed limits in Grimes are 50 - 55 MPH, with limited opportunities for pedestrian and bicycle crossings. Any crossings should be part of a larger bicycle/pedestrian system and designed to provide safe crossing opportunities without compromising arterial mobility.ⁱⁱ

Major arterial streets in Grimes include Iowa Highway 141.

Typical Cross Section

Major Arterial - Boulevard Section



Highway 141



Minor Arterial Streets

Definition

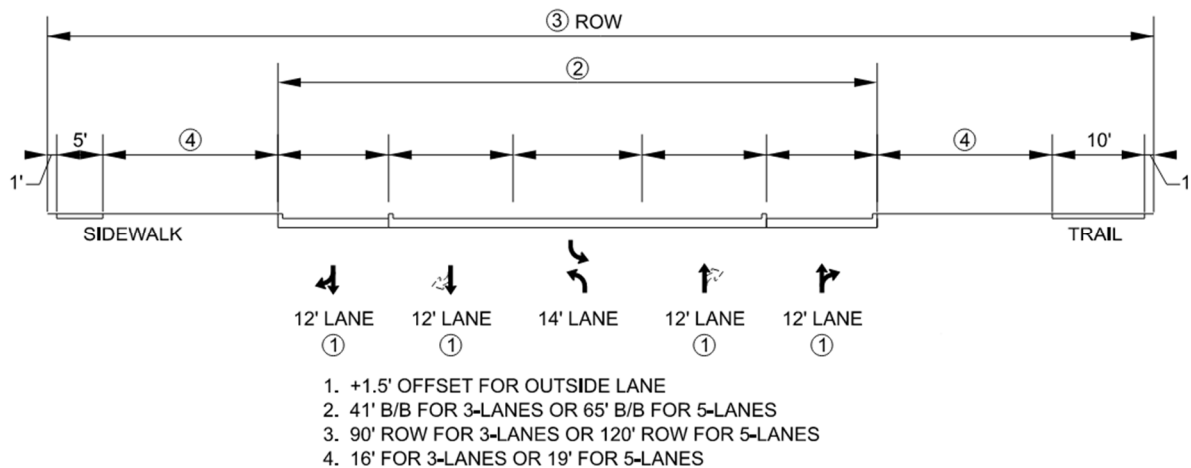
Minor arterial streets connect with and augment the major arterial streets system by increasing access to private land, neighborhoods and streets of a lower classification level while maintaining some limits on access points. The spacing of minor arterials may vary from $\frac{1}{8}$ to $\frac{1}{2}$ mile spacing in urban areas and up to 2 - 3 mile spacing on suburban fringes.ⁱⁱⁱ Signalized access should be spaced at least every $\frac{1}{4}$ mile, with $\frac{1}{2}$ mile spacing preferred.

General arterial speed limits in Grimes are currently posted at 35 MPH, with limited opportunities at controlled locations for pedestrian and bicycle crossings. Crossing opportunities should be adequately spaced and designed to allow for safe opportunities for bicycling and pedestrian users.^{iv}

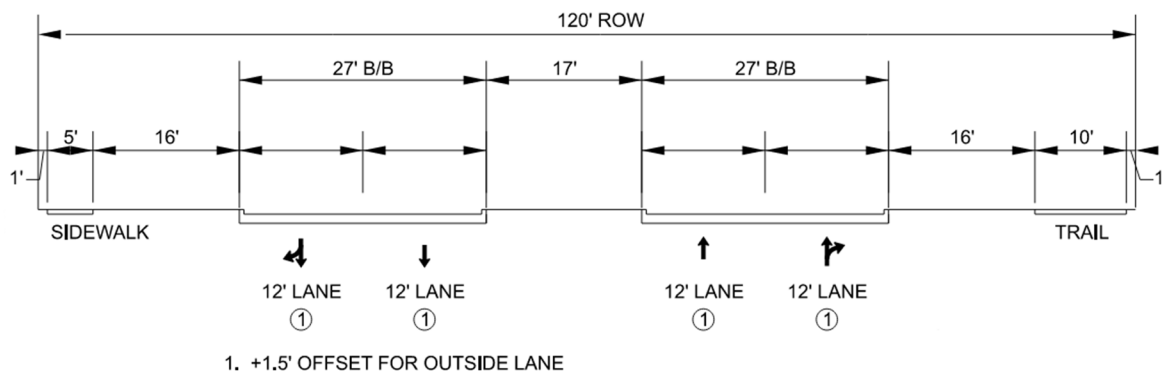
Grimes examples of minor arterial streets include Beaverbrooke Boulevard, Iowa Highway 44 (First St), 19th Street, 37th Street, and James Street.

Typical Cross Section

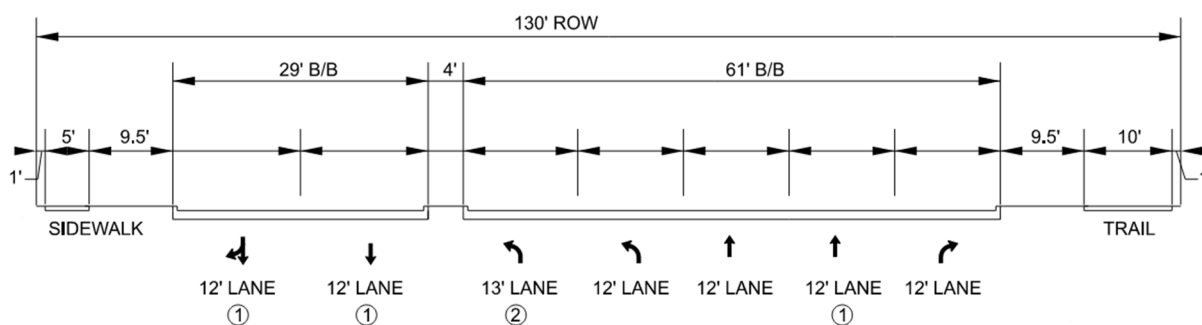
Minor Arterial - 3-Lane/5-Lane (or Right Turn Lanes)



Minor Arterial - Boulevard Section



Minor Arterial - Boulevard Section (at Intersections)



1. +2.5' OFFSET FOR OUTSIDE LANE
2. LEFT TURN LANE POSITION AND NUMBER WOULD BE DETERMINED ON A CASE BY CASE BASIS

NE Beaverbrooke Boulevard



Major Collector Streets

Definition

The collector street system provides both land access and traffic circulation within residential neighborhoods, commercial and industrial areas. Unlike arterial systems, collector streets penetrate residential neighborhoods, channeling trips to and from the arterial network. A major collector street connects arterial streets with minor collectors while also collecting traffic from local streets, residential and commercial areas. **Through movement is prioritized over direct land access on major collectors.**

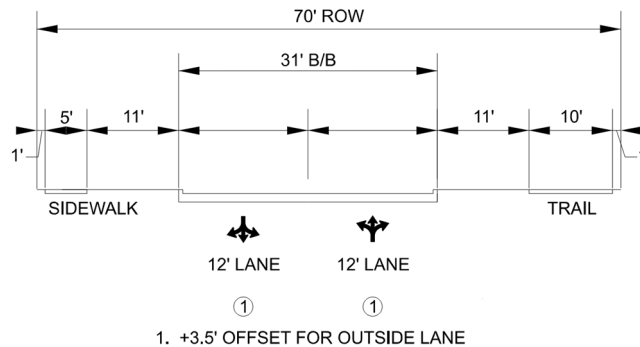
A major collector has control of access to abutting properties with a majority of access at local street connections.

Speed limits on major collector streets in Grimes range between 25 – 35 MPH. Future considerations may include standardizing speed limits to be 30 MPH across the community. Crossing opportunities for pedestrians and bicyclists should be regular, adequately spaced and designed to allow for safe opportunities for bicycling and pedestrian users, especially on roads that are currently posted at 25 MPH.

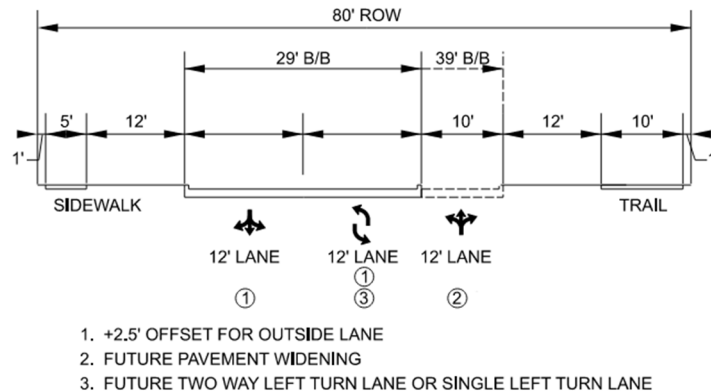
Grimes' examples of a major collector include NW 27th Street, SE/SW 11th Street, SE/SW 28th Street, County Line Road, Brookside Drive, Gateway Drive, and Destination Drive.

Typical Cross Section

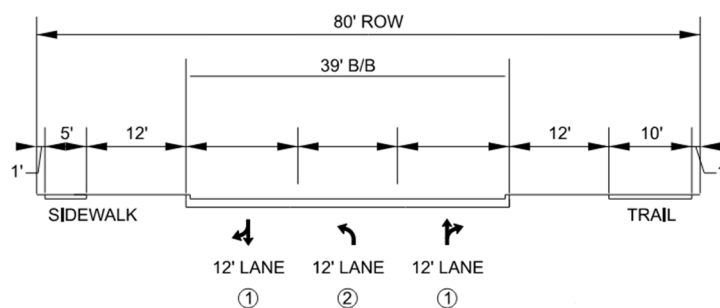
Major Collector - 2-Lane



Major Collector – 2-Lane with option for Center Turn Lane

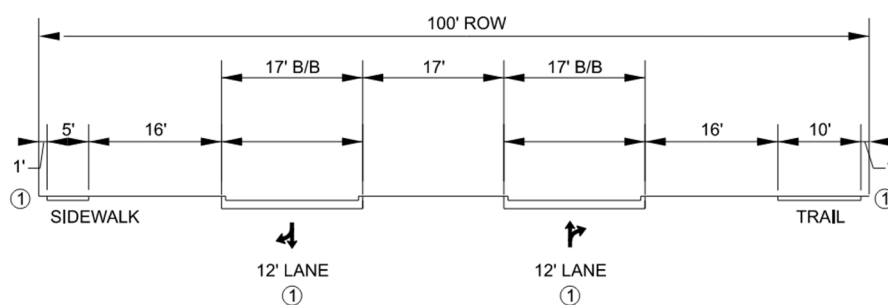


Major Collector - 2-Lane (Left Turn Lane at Intersections) / 3-Lane



1. +1.5' OFFSET FOR OUTSIDE LANE
2. TWO-WAY LEFT TURN LANE OR SINGLE LEFT TURN LANE

Major Collector – 2-Lane Boulevard



1. +2.5' OFFSET FOR CURB

NW Brookside Drive



Traffic Calming Designs

Traffic calming devices are used to encourage motorists to adhere to posted speed limits and create a safer roadway environment for all users, motorists, cyclists, and pedestrians. Additional information on traffic calming measures may be found in the Traffic Calming Reference Guide. Listed below are measures appropriate for Major Collector streets:

- Choker
- Corner Extension
- Median Islands
- Mini Roundabouts
- Roundabouts
- Speed Table / Raised Crosswalk

Minor Collector Streets

Definition

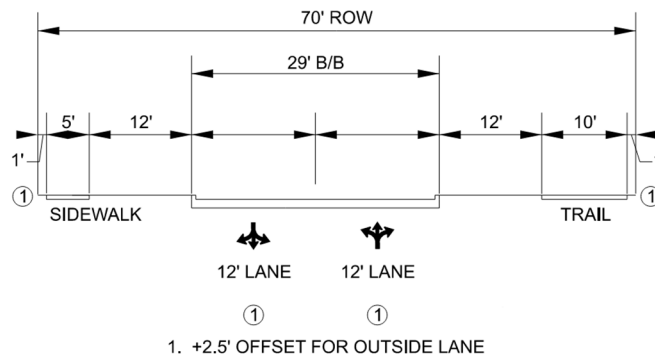
A minor collector provides movement between major collectors, residential, commercial, and local streets while providing access to abutting properties. Through movement of traffic and direct land access are weighed evenly when evaluating access points to minor collector streets. Signalized access should be spaced at least every $\frac{1}{4}$ mile.

Speed limits on minor collector streets in Grimes are 25 MPH and should provide regular opportunities for pedestrian and bicycle crossings. Crossing opportunities should be adequately spaced and designed to allow for safe opportunities for bicycling and pedestrian users.

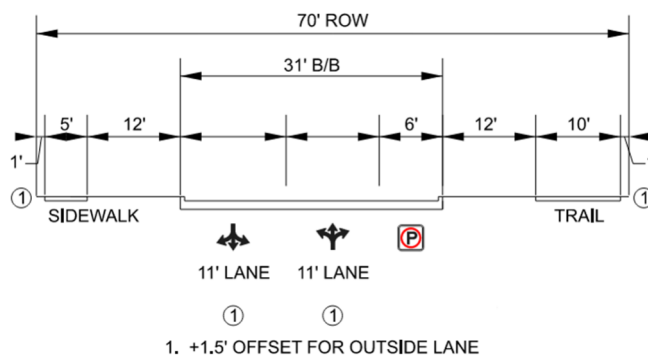
Grimes example of Minor Collector streets include NW 8th St, NE/SE Main St, NE Harvey St, and SE 6th St.^v

Typical Cross Section

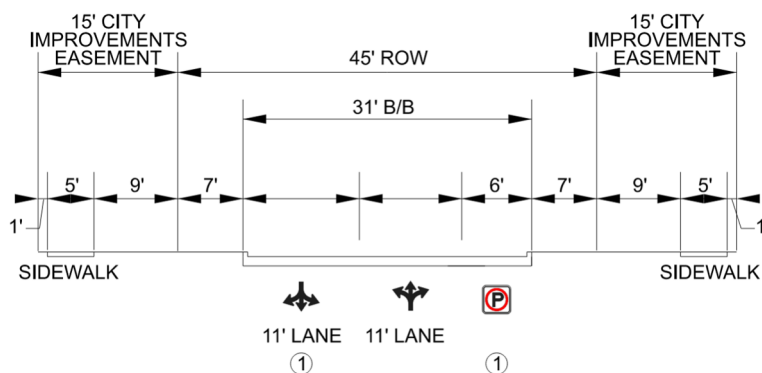
Minor Collector - 2-Lane – No Parking



Minor Collector - 2-Lane – With Parking



Minor Collector - 2-Lane - Public Improvements in Easements



1. +1.5' OFFSET FOR OUTSIDE LANE

NE Main Street



Traffic Calming Designs

Traffic calming devices are used to encourage motorists to adhere to posted speed limits and create a safer roadway environment for all users, motorists, cyclists, and pedestrians. Additional information on traffic calming measures may be found in the Traffic Calming Reference Guide. Listed below are measures appropriate for Minor Collector streets:

- Choker
- Corner Extension
- Mini Roundabouts
- Median Islands
- On-Street Parking
- Roundabouts
- Speed Tables / Raised Crosswalks

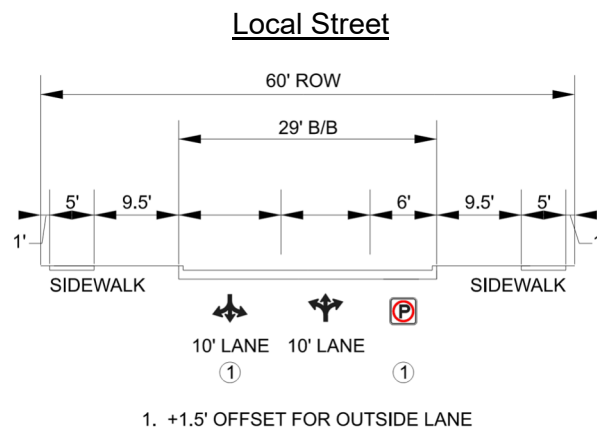
Local Streets

Definition

Local streets allow direct access to abutting land and provide connections to higher order street systems. They provide the lowest level of mobility and should deliberately discourage major through traffic movements. Examples of local streets in Grimes include the majority of residential streets throughout the community.

Local streets in Grimes have a maximum speed limit of 25 MPH and allow for pedestrian and bicycle accommodations on, along, or crossing local roads at any needed location.

Typical Cross Section



Traffic Calming Designs

Traffic calming devices are used to encourage motorists to adhere to posted speed limits and create a safer roadway environment for all users, motorists, cyclists, and pedestrians. Traffic calming devices on local streets may also discourage “cut-through” traffic that is more appropriate for collector streets.

Additional information on traffic calming measures may be found in the Traffic Calming Reference Guide. Listed below are measures appropriate for local streets:

- Choker
- Corner Extension
- Mini Roundabouts
- Median Islands
- On-Street Parking
- Roundabouts
- Speed Tables / Raised Crosswalks

Cul-De-Sac

Definition

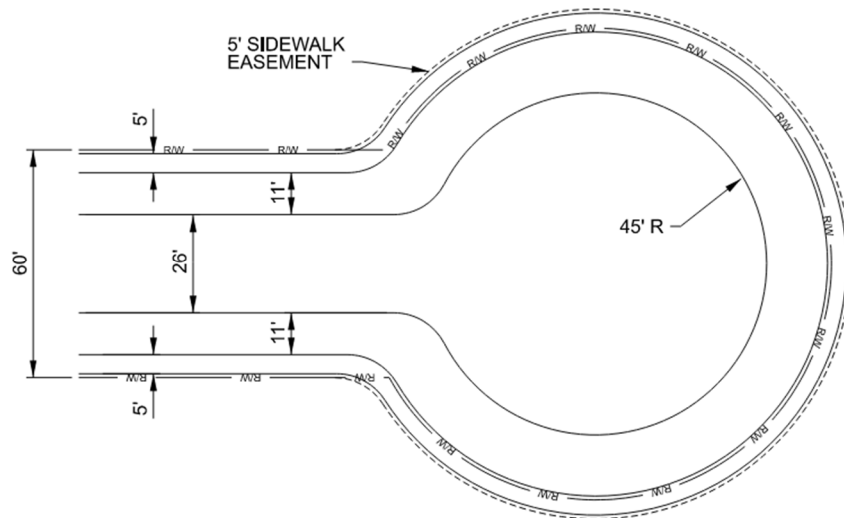
Cul-de-sacs allow for direct access to abutting land and provide connections typically to local streets. They do not connect adjacent areas and are highlighted by a dead-end street typically with homes or business driveways surrounding the circular roadway designed for vehicles to turnaround.

Development design should consider maximizing the number of through local streets and minimizing the number of cul-de-sacs. Number and location of cul-de-sacs must be coordinated with City staff.

Examples of cul-de-sacs in Grimes are the dead-end local streets in residential neighborhoods and could be utilized in commercial areas.

Typical Plan View

Local Cul-De-Sac



Access Spacing Criteria

The efficiency and safety of a street or highway depends largely upon the amount and character of interruptions to the movement of traffic. Access priority should be ranked to preserve the core functionality of the system; to provide for a supporting street and circulation system; to preserve the functional areas of planned intersections and interchanges; and to limit the number of conflict points along the corridor. If found to be in conflict, a lower ranked consideration should not be allowed to infringe upon that of a more highly ranked community priority.

The following general priorities should guide access requests to preserve the safety and efficiency of the subject roadway:

- Safety to the traveling public including considerations of vehicle safe stopping distance and the reduction of conflict areas;
- Preservation of the traffic-carrying capacity of the roadway and intersection functional areas;
- The impact upon the economy of the area; and,
- Balance the safety of the public with public road access by property owners.

The number of access points per mile has a direct relation to the number of expected crashes and should be controlled in the interest of public safety and roadway efficiency. Refer to the current SUDAS guidance for more details on access management.

Beyond limiting the number of access points and interaction opportunities, the placement of access points are important considerations. The following spacing table provides guidance on access placement that minimizes conflict frequency and considers necessary stopping distance for a number of roadway categories.

The City of Grimes reserves the right to modify the access spacing criteria based on existing conditions, development needs, and traffic study (as required) recommendations. This criterion is only guidance and development should coordinate spacing requirements with City staff.

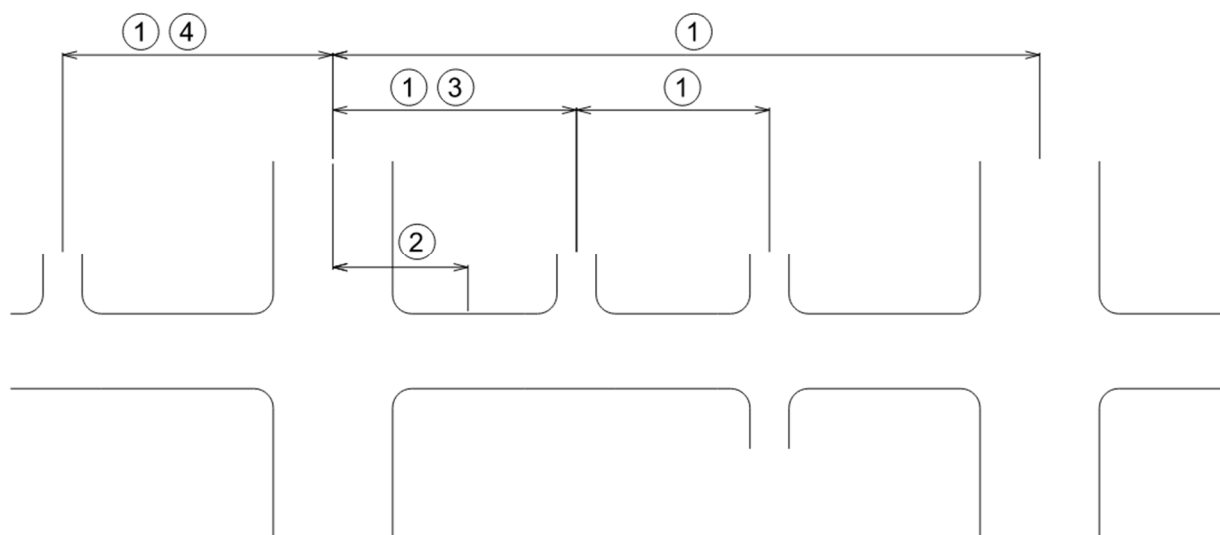
Street (Posted Speed)	Centerline to Centerline Full Access Spacing (Feet)	Centerline to ROW Line of Street Corner Clearance Spacing (Feet)
Local (25 MPH)		
Residential	50 (Average)	75
Commercial	75	100
Minor Collector (25 MPH)		
Residential	50	75
Commercial	100	150
Major Collector (30 MPH)	300 (150 ¹)	300 (250 ¹)
Minor Arterial (35 MPH)	600 (300 ¹)	600 (425 ² , 300 ³)
Major Arterial (45 MPH)	1,320 (600 ¹)	1,320 (600 ^{2,3})

¹ Right-In-Right-Out allowed at this spacing.

² For Right-In-Right-Out located upstream of intersection.

³ For Right-In-Right-Out located downstream of intersection.

Access Spacing Guidelines



- ① Centerline to Centerline Full Access Spacing
- ② Centerline to ROW Line of Street Corner Clearance Spacing
- ③ Right-In-Right-Out Located Upstream of Intersection
- ④ Right-In-Right-Out Located Downstream of Intersection

Access Management

Public streets and commercial/industrial driveways should be aligned across the intersecting street from each other. This will minimize conflict points including the potential for head-to-head left turn conflicts in a two-way left turn lane if the streets/driveways are negatively offset. Accesses blocked by medians (Right-In-Right-Out driveways) do not need to be aligned across the intersecting street. Residential driveways on local streets also do not need to be aligned.

Access Management Guidelines



Intersection Selection Guidance

When two or more roads intersect, there is potential for conflict between vehicles and between various modes of travel. A priority in the design of at-grade intersections is to reduce the potential severity of conflicts and at the same time, assure the convenience and ease of all users in making the necessary maneuvers.

Intersection Type Recommendation Table

The following table is meant only as a general guide for potential intersection treatments. Selection of the appropriate intersection control may require a traffic study. The appropriate intersection type for each location should be influenced by:

- Functional class of intersecting streets
- Traffic volumes, patterns, and speeds
- Design level of traffic
- All modes to be accommodated
- Number of intersecting legs
- Availability of right of way
- Topography
- Desired type of operation
- Access requirements

The minimum corner radii for the intersection should be selected based on the highest roadway classification for the intersection. The values shown are guidance for minimum values. Design vehicle turning templates should be utilized for final determination of corner radii with coordination from the City.

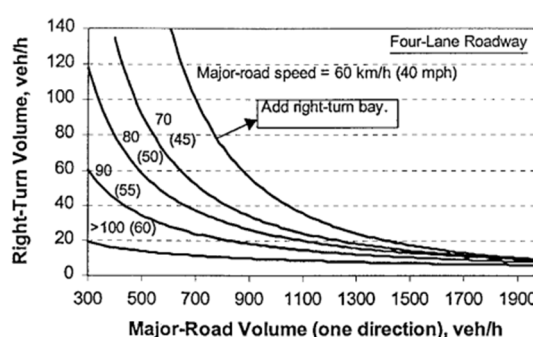
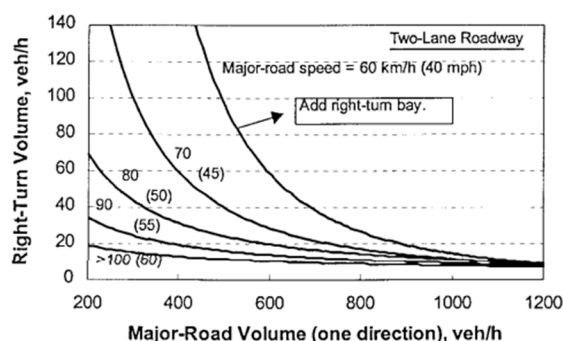
Type of Intersecting Street	Local	Minor Collector	Major Collector	Minor Arterial	Major Arterial	Minimum Corner Radii
Local	Two-Way Stop Control	Stop Control Mini-roundabout	Stop Control Additional Turn Lanes Roundabout	Right-in-Right-Out	Right-in-Right-Out	25 ft
Minor Collector	Stop Control Mini-roundabout	Stop Control Mini-roundabout	Stop Control Additional Turn Lanes Roundabout	Additional Turn Lanes Roundabout Signalized	Right-in-Right-Out	25 ft Residential 30 ft Commercial
Major Collector	Stop Control Additional Turn Lanes Roundabout	Stop Control Additional Turn Lanes Roundabout	Additional Turn Lanes Roundabout Signalized	Additional Turn Lanes Roundabout Signalized	Additional Turn Lanes Signalized	35 ft
Minor Arterial	Right-in-Right-Out	Additional Turn Lanes Roundabout Signalized	Additional Turn Lanes Roundabout Signalized	Additional Turn Lanes Roundabout Signalized	Additional Turn Lanes Signalized	40 ft
Major Arterial	Right-in-Right-Out	Right-in-Right-Out	Additional Turn Lanes Signalized	Additional Turn Lanes Signalized	Additional Turn Lanes Signalized	50 ft

Right Turn Lane Guidance

Dedicated right turn lanes can provide increased efficiency and safety at major driveways located on the **arterial and major collector roadway networks** by separating vehicles that are slowing to complete a right turn from the vehicles travelling through the intersection. Drawbacks to the addition of right turn lanes include additional crosswalk length across the arterial street (if a crosswalk is provided) and potential sight distance concerns for motorists exiting a side street or driveway when a significant volume of right turning vehicles are present.

Dedicated right turn lanes should be considered on arterial and major collector streets when significant traffic generators have direct access to the arterial roadway network. NCHRP Report 457 provides widely accepted guidance to determine when a dedicated right turn lane should be considered. The variables to consider include the volume of right turning traffic as well as the total volume of traffic in the direction of the right turning vehicles.

Offset right turn lanes (providing a buffer space between the turn lane and the adjacent through lane) should be considered for side-street stop-controlled intersections where there are significant volumes of both entering and exiting traffic occurring at the same time.



Traffic Impact Studies

City staff will determine if a traffic impact study should be completed on a case-by-case basis and will work with the site developer on the specific scope of work to be included in the study. If the Iowa DOT requires a traffic impact study due to proposed new access or access changes on IA Highway 141 or IA Highway 44, the Iowa DOT Guidelines for Traffic Impact Analysis will need to be followed.

Sources

- i. Iowa SUDAS, Design Manual, Chapter 5 – Roadway Design, 5B – Street Classifications
- ii. The City of Grimes Comprehensive Plan, 2018 Update, Chapter 3
- iii. Iowa SUDAS, Design Manual, Chapter 5 – Roadway Design, 5B – Street Classifications
- iv. The City of Grimes Comprehensive Plan, 2018 Update, Chapter 3
- v. Iowa SUDAS, Design Manual, Chapter 5 – Roadway Design, 5B – Street Classifications

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Resolution 05-3324 Adopting the City Design Standards and Supplemental Specification to the SUDAS Standard Specifications

BACKGROUND: The City Council prioritized the development of specifications for public improvements and construction practices for the City of Grimes as part of the 2023 Strategic Plan. The City currently follows the Iowa Statewide Urban Design & Specifications (SUDAS). The purpose of the specifications is to establish construction practices and design standards for public improvements in addition to SUDAS or to specify SUDAS requirements that are desired by the City. City staff have drafted the City Design Standards and Supplemental Specification to the SUDAS Standard Specifications which are now proposed for adoption and implementation.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: Yes

- *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 of the Resolution.

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

RESOLUTION 05-3324 ADOPTING THE GRIMES STREET DESIGN GUIDE & THE GRIMES
TRAFFIC CALMING AND INTERSECTION CONTROL GUIDE

Grimes Resolution No. 05-3324

WHEREAS, the City Council prioritized the development of specifications for public improvements and construction practices for the City of Grimes as part of the 2023 Strategic Plan; and

WHEREAS, the City follows the Iowa Statewide Urban Design & Specifications (SUDAS); and

WHEREAS, the purpose of the proposed specifications is to establish construction practices and design standards for public improvements in addition to SUDAS or to specify SUDAS requirements that are desired by the City; and

WHEREAS, City staff have drafted the City Design Standards and Supplemental Specification to the SUDAS Standard Specifications; and

WHEREAS, the City Council desires to adopt the City Design Standards and Supplemental Specification to the SUDAS Standard Specifications.

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

1. That the City Design Standards and Supplemental Specification to the SUDAS Standard Specifications are hereby adopted.
2. That staff are directed to begin implementing and utilizing the City Design Standards and Supplemental Specification to the SUDAS Standard Specifications.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk



CITY DESIGN STANDARDS AND
SUPPLEMENTAL SPECIFICATIONS
TO THE
SUDAS STANDARD SPECIFICATIONS



Adopted May 28, 2024

CITY DESIGN STANDARDS

1 General Requirements

- a) All work shall be done in accordance with the current version of the SUDAS Standard Specifications on the date of approval and the City of Grimes Supplemental Specifications.
- b) Provide geotechnical exploration and report for all proposed street, sanitary and storm sewer, and water main projects in accordance with the SUDAS Design Manual; submit written report and test results to City for review, prior to plan approval. Implementation of geotechnical recommendations as directed by the City.
- c) All lots in subdivision to be served with sanitary, water, sump services. Service order from left to right facing the lot is sanitary, water, sump. Sanitary and sump services to be 10' inside lot line, water curb stop to be at ROW line, do not place granular backfill or bedding material within 10 feet of the end of a sanitary sewer service stub. Mark ends of sanitary and sump with 2x4 from pipe to 2' above grade. All service ends to be marked with steel fence post and paint green for sanitary, blue for water, and white for storm.
- d) Developers' contractor to provide a 4-year maintenance bond for all public improvements beginning after acceptance of improvements by the city. Maintenance bond shall list each item and cost of each item covered by the bond.
 1. Water, sanitary sewer, storm sewer and subdrains including services to property.
 2. Street paving, trails, sidewalks.
 3. Subgrade preparation.
- e) Provide plans of proposed construction for review and approval by the City. All improvements to extend to the plat boundaries unless otherwise directed by the City. Submit as-built location for ends of all lot utility services in relation to lot corners.
- f) Utility easements to be 15' wide minimum or 2 times the depth of the utility whichever is greater unless otherwise specified by the City Engineer.
- g) Submit plans for proposed construction of watermain, sanitary sewers, and stormwater General Permit No. 2 to the IDNR for review and approval. Construction shall not begin until appropriate permits are in place.
- h) The engineer of record for the private developer shall review shop drawings and submittals prior to construction. Approved shop drawings and submittals shall be provided to the City prior to construction.
- i) Provide certified as-built record drawings provided in AutoCAD and PDF format to the City. Grading sheet shall provide point elevations for the low spot at each location where an overland flowage easement crosses a property line and the midpoint location across each lot. The grade between shots should also be labeled (2% min.). Measurements identifying the distance from the spot elevation to the nearest property line should also be indicated on the plans where the elevation is not on the property line. Intersection details to show as-built elevations and slope of all sidewalk ramps and design engineer to provide certification that all ramps meet ADA and PROWAG requirements.
- j) Furnish as-built plans of all storm water management facilities on site and a certification statement signed by the facility designer indicating that facilities were constructed as designed.
- k) Subdivider/developer to pay cost of all laboratory and job site tests including transportation charges on samples taken at job site. Submit copies of reports by an independent testing laboratory showing compliance with specifications. Selection of testing laboratory subject to approval by the City.
- l) Construction will be inspected by the City's Technician to ensure compliance with specifications.
- m) Construction working hours shall be from 7 am to 9 pm Monday – Saturday, and 9 am to 5 pm on Sunday and Holidays. Work done on Sunday and Holidays shall require written permission from the City.
- n) Notify the City Engineering Department not less than 48 hours in advance of any holiday or weekend work.

2 Earthwork

- a) Provide minimum surface grade of 2% slope for residential and commercial lots.
- b) Where surface water flowage is less than 3%, provide minimum 6" diameter perforated subdrain for areas with subsurface only and 8" diameter perforated subdrain if used in conjunction with storm water collection or as directed by the City.
- c) Concrete flumes may be used in commercial developments with a minimum slope of 1%. Concrete flumes are not allowed within residential developments.

3 Trench Excavation and Backfill

- a) Conduct moisture-density tests on pipe trench backfill; make a series of tests for each 2 vertical feet of consolidated fill, at a maximum of 200' LF horizontal spacing and at all street crossings.

CITY DESIGN STANDARDS

- b) Class I Granular Bedding Material complying with Section 3010, 2.02 shall be used for gravity pipe. Place according to Bedding Class R-2 for Rigid Pipe and Class F-3 for Flexible pipe complying with Figure 3010.102 and Figure 3010.103.
- c) Emergency utility repairs under street pavement shall be backfilled with bedding material to 12" above top of pipe and then Class A roadstone or approved equal to surface.

4 Sewers and Drains

- a) Sanitary gravity pipe material shall be PVC SDR 26 or Truss (8" to 15"). Material for pipes over 15" will be as directed by the City Engineer.
- b) Sanitary gravity service pipe material shall be PVC SDR 23.5 or approved equal.
 - 1) Minimum service pipe diameter for single family dwellings; 4" at minimum slope of 2%.
 - 2) Minimum service pipe diameter for Multifamily or commercial buildings; 6" at minimum slope of 1%.
- c) Shared sewer services from multiple buildings that are located on separately owned lots are not allowed.
- d) Sump gravity service pipe material shall be PVC Schedule 40 or approved equal, 2" diameter or otherwise approved.
- e) The contractor is required to place a temporary plug in the downstream sanitary sewer manhole prior to start of construction. The plug shall be removed following approval of construction by the City of Grimes.
- f) All manhole castings in pavement are to be SUDAS Type B or F: PCC W/Adjusting Mechanism
- g) All sanitary sewer manhole castings and adjusting rings shall be sealed with heat shrink sleeves.
- h) High point sanitary manholes are not allowed.
- i) After cleaning and prior to video inspection of sanitary and storm, run sufficient dyed water through the pipe to saturate potential low spots so they may be detected during inspection.
- j) Storm sewers that cross a street shall cross the street at no more than 15 degrees from perpendicular and be contained in one pavement panel.
- k) All storm sewers in the ROW shall be RCP, unless otherwise approved by the City.
- l) Developer is responsible to pay for all public sanitary sewer mains up to 15" in diameter. The City is responsible for paying the difference in material cost for any required upsizing.
- m) Developer is responsible to pay for all public storm sewer mains regardless of size.

5 Water Mains and Appurtenances

- 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.
- b) All hydrants shall have the following: 6" MJ Shoe, 2-1/2" Hose Nozzle, 4-1/2" Steamer Nozzle, NST Threads, Pentagon Operating Nut, Chain on cap, open left, 5-1/2' bury, and factory painted red. The minimum spool pipe length from auxiliary valve to hydrant shoe shall be 2.0'.
- c) Tracer wire to be run up hydrants only utilize AA Manufacturing Tracer Wire Receptacle Model TW-18-2. Install receptacle on lower flange at the back of the hydrant opposite the pumper nozzle.
- d) Water services to be Type K Copper from main to the stop box which is placed at the ROW. Minimum service size of 1" for single family building, minimum service size of 2" for multifamily or commercial building.
- e) All dead-end water mains and commercial service stubs shall have blow off hydrants.
- f) Developer is responsible to pay for all public water mains 12" and below in diameter. The City is responsible to pay for the difference in material cost for any required upsizing above 12" in diameter.

6 Structures for Sanitary and Storm

- a) Concrete adjusting rings are not allowed on intakes. If the top of intake structure is within 8" of bottom of pavement, riser can be poured with intake boxout pavement. If intake structure is below 8", walls of structure must be extended per SUDAS 6010.

7 Streets and Related Work

- a) Construct all streets of Portland cement concrete with integral curb and gutter.
- b) All concrete placed in the ROW to be C-4 or M-4 mix unless alternate mix is approved by the City.
- c) All streets to utilize Quarter Point Jointing according to SUDAS detail 7010.901 unless otherwise directed by the contract documents or by the City.
- d) Use a paving machine for all uniform width pavements 8 ½ feet or more in width and 150 feet or more in length unless alternate methods are approved by the City.

CITY DESIGN STANDARDS

- e) Minimum street pavement widths and thicknesses; 26' wide cul-de-sac shall be 7" thick, 29' wide local residential streets shall be 7" thick, All collectors, arterial, and all commercial/industrial streets shall be 8" thick with CD baskets.
- f) All cul-de-sacs shall be a maximum length of 600 ft from the center of intersection and center of cul-de-sac. The minimum diameter of the cul-de-sac shall be 90 feet from back of curb to back of curb.
- g) Sidewalks to be 5' wide 4" thick, 8' wide 5", trails to be 10' wide and 6" thick. All trails shall have 2" of compacted crushed rock.
- h) Truncated dome panels to be Brick Red in color. All dome panels installed on walkways 8' and wider shall be cast iron of natural color.
- i) Provide 2' clear zone from edge of trails and sidewalks to edge of hydrants, poles, street signs, streetlights, and other obstacles.
- j) Sidewalk and trails to utilize B joint at BOC.
- k) All driveways to be SUDAS Type A. Minimum 6" thick for residential and 8" thick for Commercial and Industrial up to the ROW or property side of the sidewalk through the driveway.
- l) The maximum driveway width is 24' and the minimum is 10'. The approach flare shall be a width of 3'.
- m) Sidewalk curb ramps, landings, emergency overflows, accessible route to mailbox clusters, and sidewalk adjacent to Outlots are required to be constructed with the public improvements and in compliance with PROWAG.
- n) All Abutting Joints ("B" and "BT") shall be sealed per SUDAS Section 7010.
- o) Temporary turn-around shall be constructed of 3 inches of 3-inch road stone base and 3 inches of 1-inch road stone on top with a minimum diameter of eighty (80) feet.
- p) All light poles and signal poles shall be black in color.

8 Traffic Control

- a) The placement of electronic message boards notifying the public of upcoming lane or street closure may be required by the City. If required by the City, the message boards are to be in place a minimum of seven calendar days prior to lane or street closure unless approved otherwise by the City. Message boards are to be visible for each direction of vehicle travel except for cul-de-sacs. All traffic control shall follow MUTCD.
- b) All pavement paint markings are to be grooved in with durable paint unless otherwise directed by the City.

9 Site Work and Landscaping

- a) All erosion controls shall be removed upon completion and acceptance of the project.
- b) All slopes 3:1 or steeper shall be required to be stabilized with rolled erosion control.
- c) All soil media used for water quality purposes shall be installed after the site/development is completely stabilized.

10 Demolition

- a) The contractor shall remove and replace any existing fence disturbed during construction not intended to be removed and/or relocated.
- b) All abandoned wells, utility lines, septic tanks, debris, and buried structures encountered during construction shall be removed in accordance with IDNR and/or County regulations.
- c) Burial of construction waste material shall be prohibited on all projects.

11 Waterbodies

- a) In order for wet detention basins to be dedicated to the City of Grimes for ownership and maintenance, the following criteria shall be met. However, acceptance of a wet detention basin shall be at the discretion of the City.
 - i. The detention basin shall have access from a public street.
 - ii. The detention basin shall be part of a City-owned park, and not within an outlot.
 - iii. The permanent pool area of the detention basin shall be a minimum of four (4) acres in size.
 - iv. A minimum of one hundred (100) feet shall be provided from the permanent pool elevation to the property line on all sides of the detention basin to provide an adequate maintenance area.

CITY DESIGN STANDARDS

- v. Within the one hundred (100) foot maintenance area, the first fifty (50) feet from the permanent pool elevation shall be no greater than ten percent (10%) slope. The remaining fifty (50) feet shall be no more than twenty-five percent (25%) slope.

DIVISION 1

GENERAL PROVISIONS AND COVENANTS

SECTION 1010 – DEFINITIONS

1.03 DEFINITIONS AND TERMS

(ADD) SCHEDULE. *A documented plan for performing work or achieving the completion of the work by a specified number of working days or by a specified date which indicates the order and allotted time for each part of the work.*

(REPLACE) WORKING DAY. Any calendar day, exclusive of Saturdays, Sundays, or holidays recognized by the Jurisdiction, on which weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal workday in the performance of a controlling item of work. *Saturdays, Sundays, and holidays recognized by the Jurisdiction will be included in working day counts if the Contractor is completing a controlling item of work.*

SECTION 1020 – PROPOSAL REQUIREMENTS AND CONDITIONS

1.05 INTERPRETATION OF THE CONTRACT DOCUMENTS

(REPLACE) If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer. Any interpretation of the contract documents will be made only by an addendum. *It is the responsibility of all prospective bidders to ensure that they have received all addenda prior to the submitting of their bid.*

1.06 ADDENDUM

(REPLACE) *It is the bidder's responsibility to be aware of all addenda and contract documents, and to take any steps necessary to obtain a complete set of contract documents.* Acknowledgement of the receipt of each addendum will be as provided in the proposal form.

1.09 PREPARATION OF THE PROPOSAL

B. Unit Price Attachment: **(REPLACE)** The Engineer, at its option, may allow the bidder to submit a computer-generated attachment, hereinafter referred to as unit price attachment, in lieu of completing that portion of the proposal identifying the bid items, description, unit, quantity, and unit prices.

9. **(ADD)** *For the purpose of the Jurisdiction reading the bid at the bid opening, the bidder shall enter the total amount bid, as shown on the unit price attachment, on the proposal in the space provided.*

SECTION 1050 – CONTROL OF WORK

1.03 COOPERATION BY THE CONTRACTOR

E. (ADD) *The Contractor shall coordinate the operation of public utility infrastructure with the Jurisdiction. The Contractor shall not operate any public utility infrastructure without the prior approval of the Jurisdiction.*

SECTION 1060 – CONTROL OF MATERIALS

1.03 SAMPLES AND TESTING

- D. (ADD) *On public improvement projects, the Engineer will provide all on-site observation and testing, unless otherwise specified in the contract documents. On development projects that will become public, the Owner/Developer shall provide a qualified representative for all on-site testing.*

SECTION 1070 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

PART 2 – RESPONSIBILITIES TO THE PUBLIC

2.06 TRAFFIC CONTROL

B. Closing Streets to Traffic:

- 2. (REPLACE) The Contractor shall notify the Engineer *a minimum of seven (7) calendar days* in advance of closing any roads, streets, or public thoroughfares. No road or street shall be closed without prior approval from the Engineer.
- 5. (ADD) *If required by the city engineer, the Contractor shall provide portable dynamic message signs (PDMS), a minimum of seven (7) calendar days prior to street closure.*

C. (ADD) Sidewalk Accessibility:

- 1. *The Contractor shall organize and complete the construction so that the existing sidewalks can remain open to residents as long as possible. The Contractor shall provide temporary pedestrian traffic control measures according to the Manual on Uniform Traffic Control Devices (MUTCD) and the contract documents. This includes but is not limited to installing Type II barricades with “SIDEWALK CLOSED” signs, temporary pedestrian ramps, and pedestrian detours when pedestrian access is not permissible.*
- 2. *The Contractor shall not block sidewalks with materials or equipment at any time.*

2.08 PROTECTION OF PROPERTY

- D. (ADD) *The Contractor shall coordinate with adjacent property owner(s) for the potential salvage of any private property such as fences, plants, or landscaping to be removed with construction prior to construction commencing.*
- E. (ADD) *Areas disturbed outside of the project area shall be restored by the Contractor to the satisfaction of the Engineer, including watering of the surface restoration if specified in the contract documents, at no additional cost to the City.*

2.16 (ADD) MAINTAINING GARBAGE AND RECYCLING SERVICES

- A. *The Contractor shall coordinate the collection of garbage and recycling from individual properties with the garbage and recycling collection companies that serve the residents of the Jurisdiction.*
- B. *The Contractor shall establish locations outside of the project area for the garbage and recycling collection companies to have access to collect the garbage and recycling.*
- C. *On the scheduled day of the week for each of the garbage and recycling companies, the Contractor shall collect the individual garbage and recycling from in front of each property within the project area. The Contractor shall transport these materials to the established collection points outside the project area by 7:00 a.m. and return the empty containers by 5:00 p.m.*

2.17 (ADD) WORKING HOURS

The Contractor shall not operate tools or equipment in the erection, demolition, excavation, drilling, or other such construction work between the hours of 9:00 p.m. and 7:00 a.m. without prior approval from the Jurisdiction.

SECTION 1080 – PROSECUTION AND PROGRESS

1.01 SUBLET OR ASSIGNMENT OF CONTRACT

C. Subcontracts:

- 3. *(ADD) Prior to commencing work on the project, the Contractor shall provide a complete list of all subcontractors that will be performing work on the project. The list shall include the company name, company address, company representative, representative email address, and representative phone number for each subcontractor performing work.*

1.13 BREACH OF CONTRACT

- F. *(ADD) Failure to provide minimum insurance coverage shall not be deemed a waiver of these requirements by the Jurisdiction. Failure of the Contractor to obtain or maintain the required insurance shall be considered a breach of contract.*

SECTION 1090 – MEASUREMENT AND PAYMENT

1.04 PAYMENT FOR CHANGE ORDERS

- C. The percentage markup to be allowed to the Contractor for extra work performed by a subcontractor shall be in accordance with the following:
 - 1. *(REPLACE) Extra Work Markup: Unless otherwise approved by the Engineer, the percentage markup allowed to the Contractor for extra work performed by a subcontractor shall be a maximum of 10%.*
 - 2. *(DELETE).*

1.05 PROGRESS PAYMENTS

- A. **(REPLACE) Limits:** Progress payment made under the contract, unless provided otherwise by law, shall be made according to Iowa Code Chapter 573, and shall be made on the basis of monthly estimates of labor performed and material delivered and incorporated into the work, as determined by the Engineer. *No payment will be made for materials not incorporated into the project.* Progress payment requests shall be accompanied by the documentation required in Section 1090, 1.07, B – Sales Tax and Use Tax.

DIVISION 2

EARTHWORK

SECTION 2010 – EARTHWORK, SUBGRADE, AND SUBBASE

PART 2 – PRODUCTS

2.04 FOUNDATION MATERIALS

D. Subbase:

1. Special Backfill:

- c. *(ADD) Only crushed stone or crushed PCC shall be used. Crushed PCC shall be from a single documented source and shall be approved by the Engineer prior to use.*

PART 3 – EXECUTION

3.06 SUBGRADE PREPARATION

- F. *(ADD) Protecting Subgrade from Water: The Contractor shall protect the subgrade through shaping and smoothing of the subgrade prior to forecasted / predicted rainfall events. The Contractor shall also remove standing water from the top of the excavated streets within 24 hours of a rain event or once per day during a rain event. Engineer may require re-proof roll of subgrade after a rain event.*

3.09 FIELD QUALITY CONTROL

C. Testing:

- 3. *(Add) Test only locations selected by the Engineer. Test to be witnessed by Engineer or Engineers representative.*

DIVISION 3

TRENCH EXCAVATION AND BACKFILL

SECTION 3010 – TRENCH EXCAVATION AND BACKFILL

PART 3 – EXECUTION

3.04 DEWATERING

- E. *(ADD) The Contractor shall remove standing water from the excavated trench within 24 hours of a rain event or once per day during a rain event.*

3.05 PIPE BEDDING AND BACKFILL

A. General:

- 7. *(ADD) Rigid gravity pipe trench bedding material shall be Class I Granular Bedding Material complying with Section 3010, 2.02. Material shall be placed according to Bedding Class R-2 per FIGURE 3010.102, unless otherwise specified in the contract documents.*
- 8. *(ADD) Flexible gravity pipe trench bedding material shall be Class I Granular Bedding Material complying with Section 3010, 2.02. Material shall be placed according to Bedding Class F-3 per FIGURE 3010.103, unless otherwise specified in the contract documents.*

D. Primary and Secondary Backfill:

1. General:

- c. *(ADD) Emergency utility repairs under street pavement shall be backfilled with bedding material to 12" above top of pipe and then Class A roadstone or approved equal to surface.*

DIVISION 4

SEWERS AND DRAINS

SECTION 4010 – SANITARY SEWERS

PART 1 – GENERAL

1.07 SPECIAL REQUIREMENTS

- A. **(ADD) Flexible gravity pipe:** Trench bedding material shall be Class I Granular Bedding Material complying with Section 3010, 2.02. Material shall be placed according to Bedding Class F-3 per FIGURE 3010.103, unless otherwise specified in the contract documents.
- B. **(ADD) Rigid gravity pipe:** trench bedding material for deep (greater than 25 feet) sanitary sewer installation shall be Class I Granular Bedding Material complying with Section 3010, 2.02. Material shall be placed according to Bedding Class F-3 per FIGURE 3010.103, unless otherwise specified in the contract documents.

2.04 SANITARY SEWER SERVICES

A. Connection to Main

1. PVC Main

- b. (REPLACE) Preformed saddle wye or saddle tee for service tap complying with ASTM D3034 or ASTM F 949. Connection to existing main to be made by use of Inserta Tee or approved equal.

2. PVC Composite Main

- b. (REPLACE) Preformed saddle wye or saddle tee for service tap complying with ASTM D 2680. Connection to existing main to be made by use of Inserta Tee or approved equal.

3. (REPLACE) RCP Main: Preformed wye or saddle tee service tap designed for use with RCP. Connection to existing main to be made by use of Inserta Tee or approved equal.

4. VCP Main:

- b. (REPLACE) Preformed saddle wye or saddle tee service tap designed for use with VCP. Connection to existing main to be made by use of Inserta Tee or approved equal.

PART 3 – EXECUTION

3.02 GRAVITY SEWER INSTALLATION

B. Trenched:

- 7. (REPLACE) Install wye or tee service fitting at each location as specified in the contract documents. No tees allowed in new main or service.

3.06 SANITARY SEWER SERVICE STUBS

- B. (REPLACE) Install wye or tee for each service connection. No tees allowed for new main or service.

1. Connection of sanitary service to new sewer main, except RCP:
 - a. (REPLACE) Use only factory wyes or tees. *No tees allowed.*
2. Connection to existing sewer main and new RCP:
 - a. (REPLACE) Cut sewer main for service tap with hole saw or sewer tap drill. *Use hole saw, size according to manufacturer's requirements.*
 - b. (REPLACE) Use preformed saddle wye or saddle tee for service tap. Use a gasketed saddle with rigid pipe mains and a solvent-cemented saddle wye with PVC mains. *Use an Inserta Tee or approved equal.*
 - d. (ADD) *Existing main to be televised at tap location after backfill and compaction are completed according to section 4060.*
 - e. (ADD) *Replacement bedding material shall comply with Section 3010, 2.02. Material shall be placed according to Bedding Class F-3 per FIGURE 3010.103.*
 - f. (ADD) *Replacement backfill material shall comply with Section 3010, 2.03.*
- C. Install service stub from sewer main to 10 feet beyond the right-of-way line or as specified in the contract documents. Comply with FIGURE 4010.201.
7. (ADD) *Do not place granular backfill or bedding material within 10 feet of the end of a sanitary sewer service stub.*

SECTION 4020 – STORM SEWERS

PART 1 – GENERAL

1.07 SPECIAL REQUIREMENTS

- A. (ADD) **Rigid gravity pipe:** *Trench bedding material shall be Class I Granular Bedding Material complying with Section 3010, 2.02. Material shall be placed according to Bedding Class R-2 per FIGURE 3010.102, unless otherwise specified in the contract documents.*

PART 3 – EXECUTION

3.06 APRONS

- B. (REPLACE) Install apron footings where specified in the contract documents. Construct according to Section 6010 and the contract documents. Dewater area as necessary to prevent installing the apron footing in water or on saturated soil or bedding. Do not allow water to rise around the apron footing prior to backfilling the area. *Apron guards required on all aprons 24" equivalent and larger. 18" equivalent and smaller aprons shall not have an apron guard.*
- E. (REPLACE) Install apron guard where specified in the contract documents. Construct according to Figure 4030.224 or 4030.225. Repair any damage to the galvanized coating that occurs due to storage, handling, or installation. *Apron guards required on aprons 24" equivalent and larger. 18" equivalent and smaller aprons shall not have an apron guard.*

SECTION 4040 – SUBDRAINS AND FOOTING DRAIN COLLECTORS

PART 2 – PRODUCTS

2.01 FOOTING DRAIN COLLECTORS

A. Polyvinyl Chloride Pipe and Fittings (Solid Wall PVC)

4. *(ADD) Slotted or perforated.*

B. Corrugated Polyvinyl Chloride Pipe and Fittings (Corrugated PVC):

5. *(ADD) Slotted or perforated.*

2.02 TYPE 1 SUBDRAINS (LONGITUDINAL SUBDRAIN)

D. (DELETE) Corrugated Polyethylene Tubing and Fittings (Corrugated PE): *and all sub-sections.*

2.03 TYPE 2 SUBDRAINS (COMBINATION SUBDRAIN / FOOTING DRAIN COLLECTOR)

B. Perforate all pipe per the following requirements:

3. *(DELETE)*

2.05 SUBDRAIN OUTLETS

B. (DELETE) Corrugated HDPE: *and all sub-sections.*

C. (DELETE) PVC: *and all sub-sections.*

2.06 SUBDRAIN OR FOOTING DRAIN CLEANOUTS

A. Type A-1 or A-2 Cleanouts:

3. *(ADD) Use Type A-1 Cleanout unless otherwise specified in the contract documents.*

2.08 STORM SEWER SERVICE STUBS

(REPLACE) Use materials complying with Section 4040, 2.01.A. Storm service to be 2" diameter.

PART 3 – EXECUTION

3.01 SUBDRAINS

- A. **(REPLACE)** Install Type 1 or Type 2 subdrain where specified in the contract documents. Comply with Figure 4040.231. *Eliminate engineering fabric from around porous backfill. Install subdrain at the back of curb unless otherwise specified in the contract documents.*
- D. **(ADD)** Storm sewer pipe within 3 feet of BOC shall replace subdrain and be utilized for subsurface drainage. *See City of Grimes Drawing #7 at the end of Division 4.*

3.02 FOOTING DRAIN COLLECTORS

- B. **(REPLACE)** If specified, install engineering fabric. *Eliminate engineering fabric from around porous backfill.*

3.03 FOOTING DRAIN SERVICE STUBS

- B. Install wye or tee for each service connection:
 - 2. **(REPLACE)** For existing storm sewers, existing footing drain collectors, and all RCP sewers, saw or drill a neat hole in main and install preformed saddle wyes according to the manufacturer's requirements. *Use an Inserta Tee or approved equal. Use a hole saw, size according to manufacturer's requirements.*
- D. **(ADD)** Mark the location of all footing drain service stubs with a 2x4 from the cap at the end of pipe to 2' above grade and mark with metal tee post at surface painted white.

FIGURE 4040.233: SUBDRAIN OUTLETS

NOTE 2: **(REPLACE)** Outlets through intake walls to be CMP; corrugated, double-walled HDPE; or PVC. *Utilize CMP for subdrain outlets.*

SECTION 4060 – CLEANING, INSPECTION, AND TESTING OF SEWERS

2.01 TESTING EQUIPMENT

B. Video Inspection:

- 1. Camera:
 - f. **(ADD)** *Equipped with depth gauge to measure depth of standing water in sags to the nearest 1/4".*

PART 3 – EXECUTION

3.02 VIDEO INSPECTION

A. General:

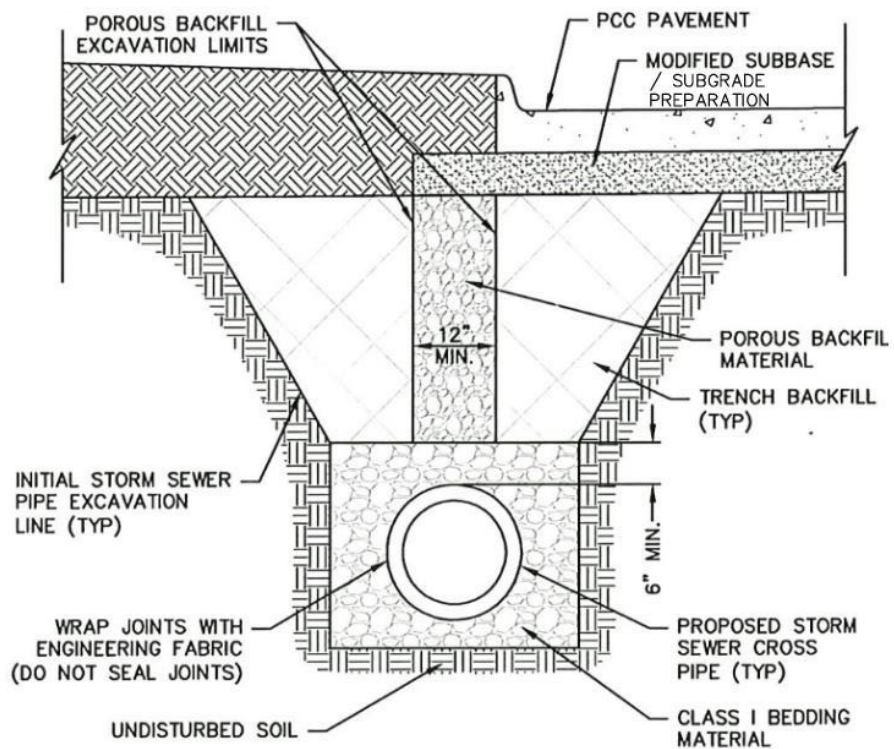
- 1. **(REPLACE)** Unless otherwise specified in the contract documents, conduct video inspection of all new and rehabilitated sanitary and storm sewers after all backfill and compaction operations are completed, but prior to paving. *The video inspection must be completed by a Pipeline Assessment Certification Program (PACP) certified surveyor and software.*

B. Inspection Procedure:

1. (REPLACE) *After cleaning and prior to video inspection, run sufficient dyed water through the pipe to saturate potential low spots so they may be detected during inspection. Allow excess dyed water to drain before starting inspection.*

C. Inspection Reporting:

3. (ADD) *Provide the inspection report, video and written, in Pipeline Assessment Certification Program (PACP) format. The following information shall be included:*
 - a. *Surveyed by,*
 - b. *Certificate Number,*
 - c. *Date (YYYYMMDD),*
 - d. *Time,*
 - e. *City,*
 - f. *Street,*
 - g. *Upstream MH Number, (number will be provided by the Public Works Department),*
 - h. *Downstream MH Number, (number will be provided by the Public Works Department),*
 - i. *Pipe Segment Reference, (number will be provided by the Public Works Department),*
 - j. *Direction of Survey,*
 - k. *Shape,*
 - l. *Height,*
 - m. *Material,*
 - n. *Pre-Cleaning,*
 - o. *Date Cleaned,*
 - p. *Use of Sewer,*
 - q. *Location Code,*
 - r. *Purpose of Survey, and*
 - s. *Project Name.*



City of Grimes
Subdrain/Storm Sewer Combination

Drawing #7
4040, 3.01

DIVISION 5

WATER MAINS AND APPURTENANCES

SECTION 5010 – PIPE AND FITTINGS

PART 2 – PRODUCTS

2.05 PIPELINE ACCESSORIES

B. Tracer System: Comply with FIGURE 5010.102.

5. Tracer Wire Station: Comply with the contract documents

- a. **(ADD) Residential Areas:** *Install a TW-18-2 Tracer Wire Receptacle manufactured by AA Manufacturing, or an Engineer approved equal, on either the left side or the right side of the hydrant, attached to the bottom flange bolts. Do not install on the sidewalk side of the hydrant.*
- b. **(ADD) All Other Areas:** *Install a TriView Test Station (Internal, in white, 48-inch length) manufactured by Rhino Marking and Protection Systems, or an Engineer approved equal, placed behind the hydrant, and buried a minimum of 24 inches, deep enough to not interfere with the operation of the hydrant.*

2.07 WATER SERVICE PIPE AND APPURTENANCES

A. Controlling Standards: Local plumbing and fire codes. *(ADD) Unless otherwise specified in the contract documents, all water services are to be a minimum 1" diameter copper tube sized (CTS) pipe from the public water main to the curb stop.*

B. Materials:

5. Polyethylene Pipe:

- a. *(ADD) ENDOT Industries – ENDOPOLY PE-4710/PE-3408, 1" CTS, with stainless steel insert stiffeners at all connections.*
- b. *(ADD) Polyethylene Technology, Inc. – BLUE ULTRA 200 PSI, 1" CTS, with stainless steel insert stiffeners at all connections.*

C. Corporations, Stops, and Stop Boxes:

1. **(ADD) Service Saddles:** *All service saddles shall be epoxy coated and secured with two stainless steel straps.*
 - a. *Approved saddle: Smith Blair 317 Series.*
 - b. *Approved corporation: Ford FB-600 Series NL – Flare Copper or Ford FB-1000 Series NL – CTS Pack Joint.*
2. **(ADD) Stop Box Assemblies:** *All stop box assemblies shall be arch style, have a 1" sleeve, have stainless steel shut-off rod and pin between 1' to 3' of finish grade, and have a two-hole Erie Pattern cap outside of concrete and a two-piece pentagon nut style cap if in concrete.*
 - a. *Approved curb stop: Ford B Series NL.*
 - b. *Approved stop box: A.Y. McDonald 5607.*

PART 3 – EXECUTION

3.01 PIPE INSTALLATION

A. General:

6. (REPLACE) Limit joint deflections to *4 inches maximum offset per joint, or less per manufacturer's recommended maximum limit. Excavation equipment shall not be used to obtain offset.*
8. (REPLACE) Install concrete thrust blocks *and restrained joints* on all fittings (comply with FIGURE 5010.101).

3.05 TRACER SYSTEM INSTALLATION

- H. (ADD) *Do not run tracer wire up through the valve boxes.*

3.09 WATER SERVICE STUB

- A. (REPLACE) Install water service pipe, corporations, stops, and stop boxes with stop box at ROW line. *The top of the shut-off rod shall be between 1 foot and 3 feet below finished grade. Any necessary extension to the curb box sleeve shall be made with galvanized threaded couplings and 1-inch threaded nipples. See City of Grimes Drawing #1 at the end of Division 5.*
- C. (ADD) *For all multi-unit commercial and residential buildings using an outside plumbing manifold, the curb boxes must be encased in concrete and correctly labeled, as depicted in City of Grimes Drawing #2 at the end of Division 5, included as a part of this supplemental specification.*

SECTION 5020 – VALVES, FIRE HYDRANTS, AND APPURTENANCES

PART 1 – GENERAL

1.07 SPECIAL REQUIREMENTS

- A. (Add) *Meter Pits when needed per City of Grimes Drawings #3, 4, or 5 at the end of Division 5.*

1.08 MEASUREMENT AND PAYMENT

- E. **Valve Box Adjustment, Minor:** (REPLACE) Measurement and payment for minor adjustment of an existing valve box by raising or lowering the adjustable valve box is incidental. *Valve box adjustment rings will be incidental. Tracer wire connections, if present in existing fixture, shall be restored incidental to any fixture adjustment.*

F. Valve Box Extension:

2. **Payment:** (REPLACE) Payment will be at the unit price for each valve box extension. *Tracer wire connections, if present in existing fixture, shall be restored incidental to any fixture adjustment.*

G. Valve Box Replacement:

2. **Payment:** (REPLACE) Payment will be at the unit price for each valve box replacement. *Tracer wire connections, if present in existing fixture, shall be restored incidental to any fixture adjustment.*

2.02 FIRE HYDRANT ASSEMBLY

B. Manufacturers: (REPLACE) *Allowable fire hydrants for new or replacement:*

1. *Waterous: Pacer WB-67-250*
2. *Mueller: Super Centurion 250 (3-way A-423)*
3. *Clow: Medallion F-2545*

C. Features:

6. **(REPLACE) City of Grimes Requirements:**
 - a. *Operating nut: Pentagonal*
 - b. *Pumper nozzle: 4 ½ inches in diameter, 2 ½ inch hose nozzle*
 - c. *NST Nozzle threads: Yes*
 - d. *Nominal bury length: 5 1/2 feet*
 - e. *Valve to hydrant shoe 2'*

D. Painting:

2. (REPLACE) Above grade exterior coating type and color to be *factory Red per City of Grimes Specifications.*

2.03 APPURTENANCES

A. (REPLACE) Flushing Device (Blowoff): *Temporary hydrants are required for flushing on all dead ends.*

B. Valve Box:

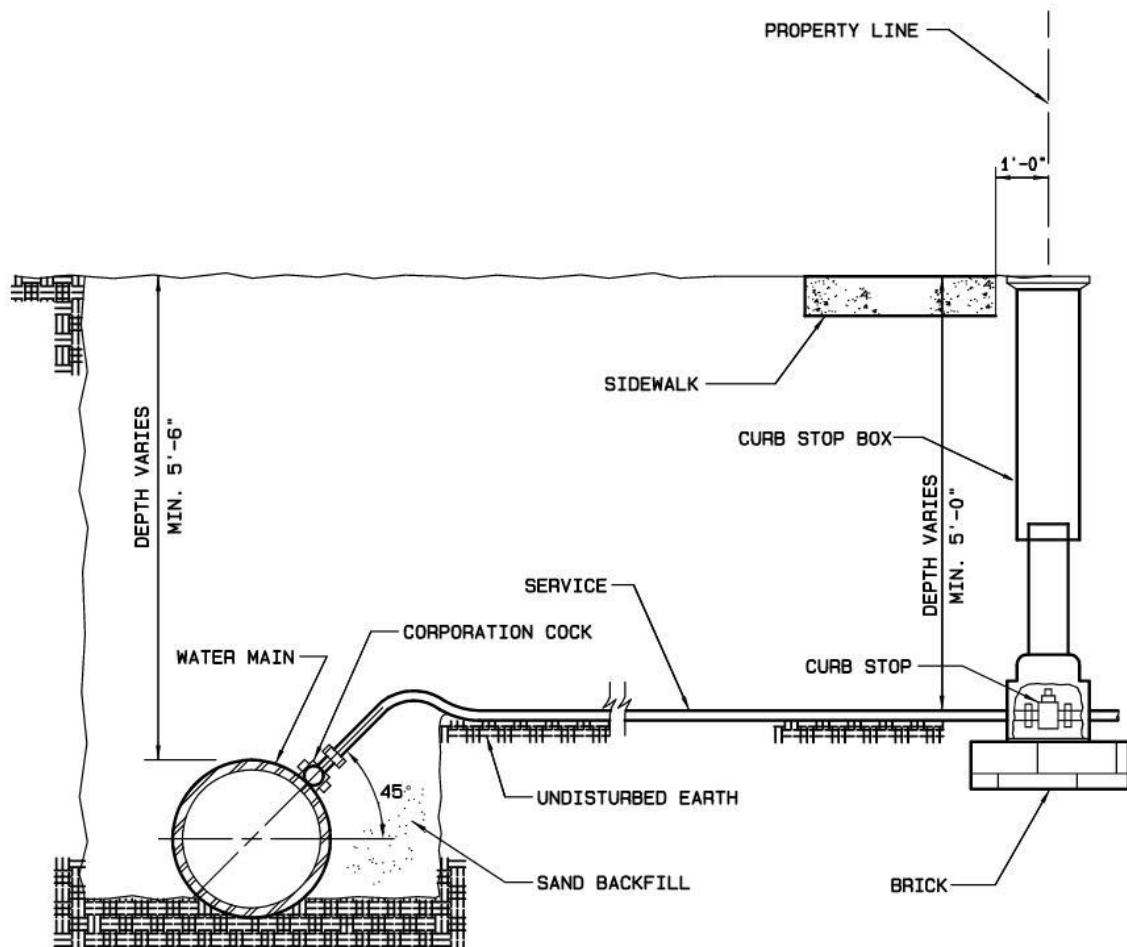
2. (REPLACE) **Manufacturer:** VB-267H Heavy Duty Construction manufactured by Sigma Corporation or approved equal.

C. Valve Stem Extension: (REPLACE) For all buried valves, provide as necessary to raise 2-inch operating nut to within 6 feet of the finished grade. Stem diameter according to valve manufacturer's recommendations, but not less than 1 inch.

PART 3 – EXECUTION

3.04 ADJUSTMENT OF EXISTING VALVE BOX OR FIRE HYDRANT

- E. **(ADD) All Adjustments, Extensions, and/or Replacements:** *Tracer wire connections, if present in existing fixture, shall be restored by cutting the wire 1" below the lowest point on the valve box lid while the lid is inside of the valve box, so as not to damage the tracer wire with the valve box lid and the valve box itself rubbing against each other.*



NOTES:

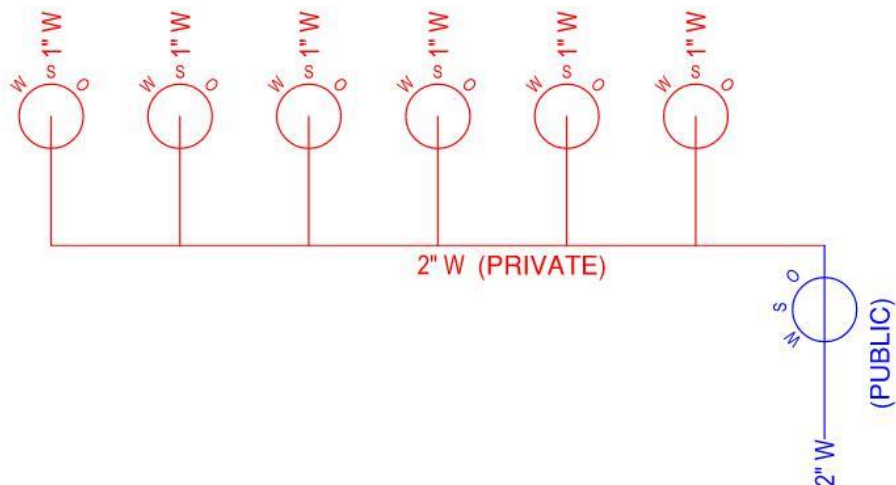
1. TERMINATE CURB STOP BOX ROD 1'-6" BELOW FINISHED GRADE.

City of Grimes
Water Service Connection

Drawing #1
5010, 3.09

WATER SERVICE MANIFOLD DETAIL

NO SCALE



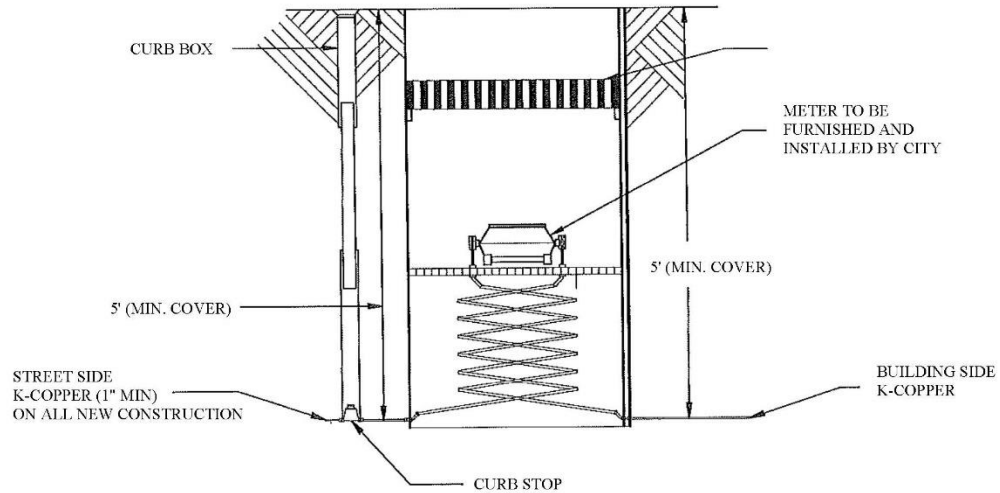
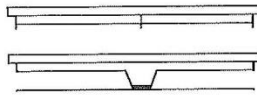
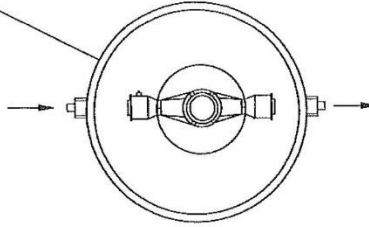
NOTES FOR WATER SERVICE MANIFOLD

1. INDIVIDUAL UNIT SHUTOFF VALVES (PRIVATE) AND THE VALVE OWNED BY THE CITY (PUBLIC) MUST BE WITHIN A POURED CONCRETE PAD.
2. UNIT ADDRESS LABELS MUST BE INCLUDED FOR EACH INDIVIDUAL UNIT SHUTOFF VALVE IN THE CONCRETE. IF THESE ARE MISLABELED, THE OWNER WILL REMOVE AND REPLACE THE CONCRETE PAD WITH THE UNITS CORRECTLY LABELED.

City of Grimes
Water Service Manifold Detail

Drawing #2
5010, 3.09

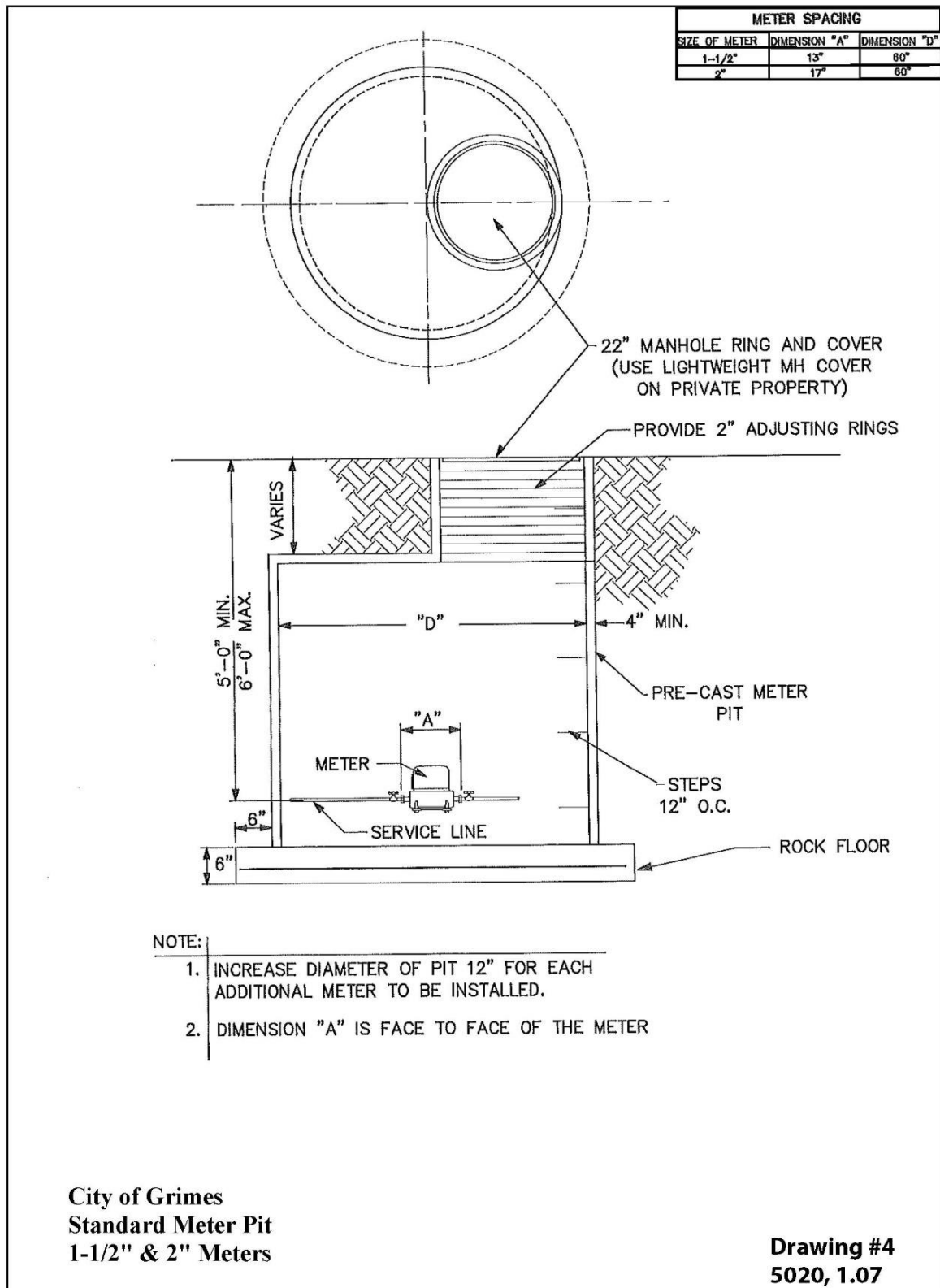
TOP VIEW RIGID
PVC METER PIT

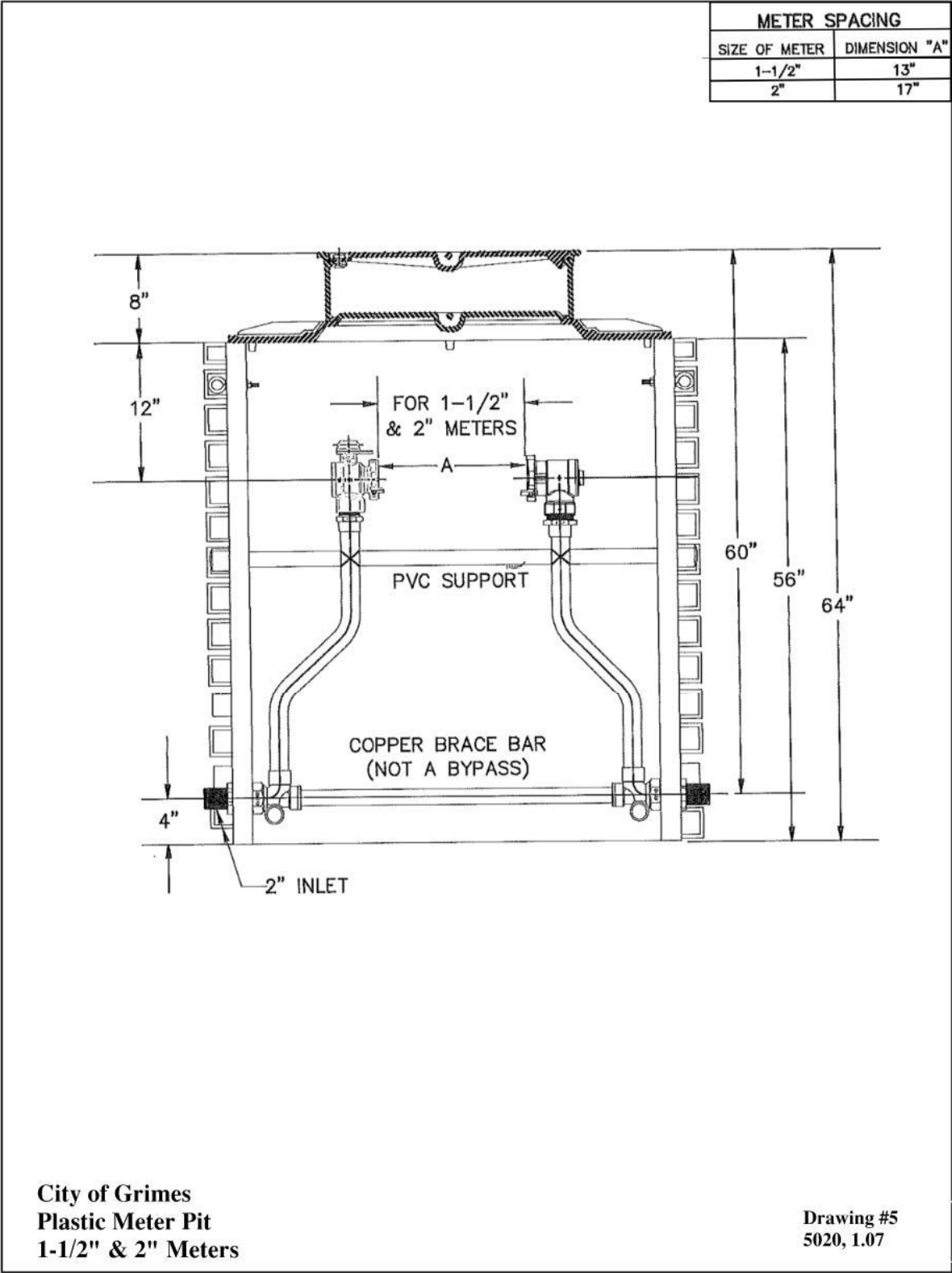


NOTE: METER BOX LOCATED AT PROPERTY LINE ON PRIVATE PROPERTY

**CITY OF GRIMES
STANDARD METER PIT
5/8", 3/4", & 1" METERS
(FOR OFF ROAD USE ONLY)**

**Drawing #3
5020, 1.07**





DIVISION 6

STRUCTURES FOR SANITARY AND STORM SEWERS

SECTION 6010 – STRUCTURES FOR SANITARY AND STORM SEWERS

PART 2 – PRODUCTS

2.09 MANHOLE OR INTAKE ADJUSTMENT RINGS (Grade Rings)

- A. Use one of the following methods for grade adjustments of manhole or intake frame and cover assemblies:
1. (REPLACE) Reinforced Concrete Adjustment Rings: Comply with ASTM S 478. Provide rings free from cracks, voids, and other defects. *Concrete rings are not allowed on intakes.*

2.10 CASTINGS (Ring, Cover, Grate, and Extensions)

D. Casting Types:

1. **Manholes:** (REPLACE) *in concrete paving to be Type B or F with Height Adjustment Mechanism.* The following table lists the manhole casting types.
2. **Intakes:**
 - a. Comply with Figures 6010.602 through 6010.604 and the contract documents.
 1. (ADD) *Driveway grates shall be Type Q per Figure 6010.603.*
 2. (ADD) *Curb inlet grates shall be Type R with bicycle safe vane-style grate per Figure 6010.603.*
 - b. (REPLACE) *All storm sewer castings shall be stamped to produce raised lettering with “DUMP NO WASTE – DRAINS TO RIVER” or similar message assuring NPDES compliance.*
3. **Manhole Casting Extension Ring:**
 - c. (ADD) *Only allowed for HMA overlay projects and with city engineer approval.*

2.11 ADDITIONAL MATERIALS FOR SANITARY SEWER MANHOLES

- A. (REPLACE) **Infiltration Barrier:** *All sanitary manhole chimney seals to be heat shrink sleeve unless approved by city engineer.*

2.13 STEPS

- A. (ADD) **Depths:** *Do not install steps in Storm manholes or intakes unless otherwise specified in the contract documents. All Sanitary manholes to have steps installed.*

2.16 DROP CONNECTION

- A. (ADD) **Internal:** *Do not use Receiving Bowl, utilize PVC or DI Tee according to **City of Grimes Standard Drawing #6 for internal drop** connection. Maximum of one internal drop per MH.*

PART 3 – EXECUTION

3.01 GENERAL REQUIREMENTS FOR INSTALLATION OF MANHOLES AND INTAKES

- I. **Adjustment Ring(s):** (ADD) Concrete rings are not allowed on intakes. If the top of intake structure is within 8" of bottom of pavement, riser can be poured with intake boxout pavement. If intake structure is below 8", walls of structure must be extended per SUDAS 6010.
- K. **(REPLACE) Infiltration Barrier:** Install on sanitary sewer manholes. Use Heat Shrink Sleeve unless alternative is approved by city engineer.

3.03 ADDITIONAL REQUIREMENTS FOR PRECAST CONCRETE STRUCTURES

- F. **(ADD) GENERAL:** When precast structures are used and a field adjustment is required, the adjustment shall be at the expense of the Contractor and at no cost to the City.

3.05 CONNECTION TO EXISTING MANHOLE OR INTAKE

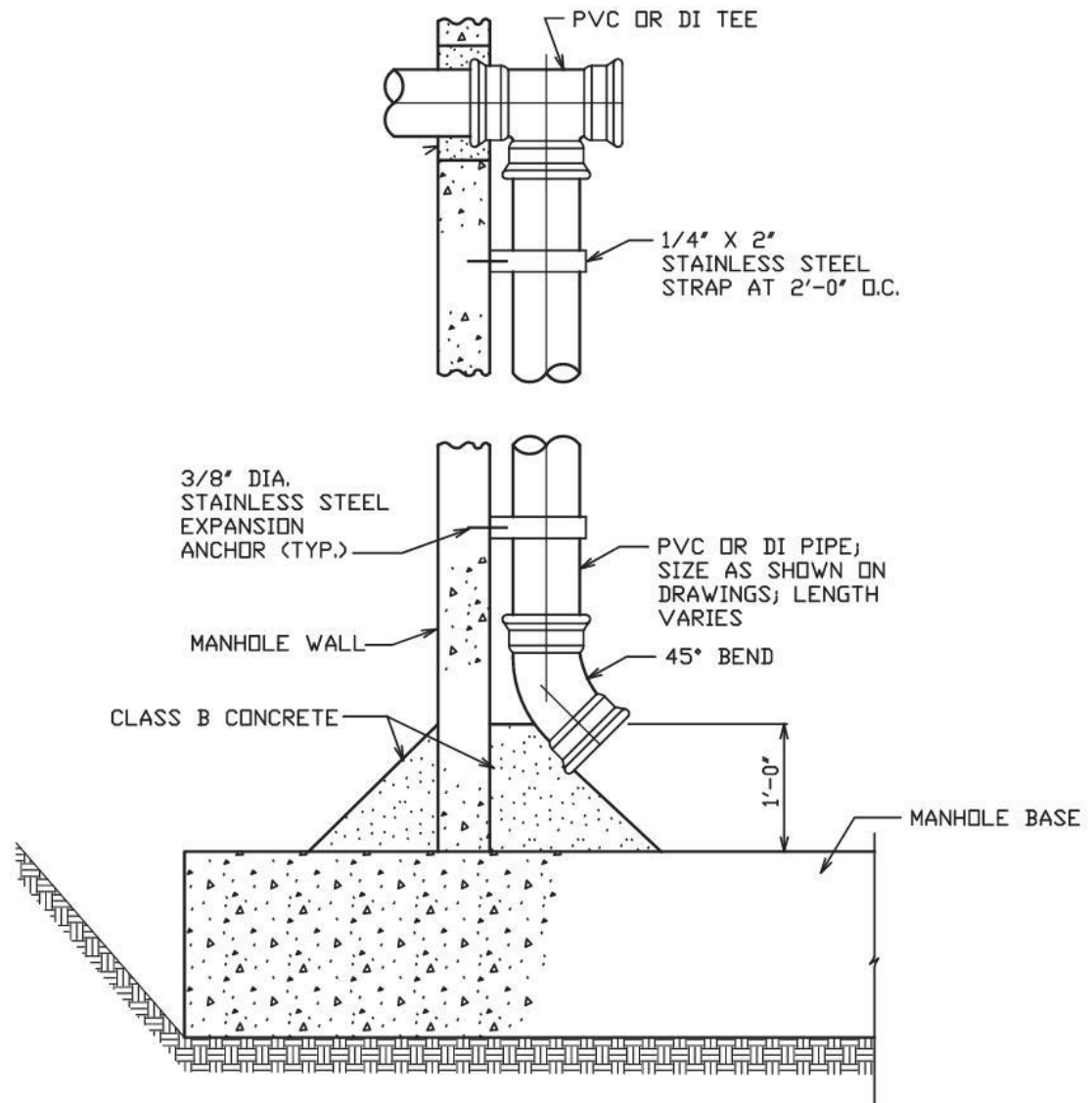
- C. **Sanitary Sewer:**
 - 3. **(REPLACE) Cut and Chipped Opening (Knock-out)** Connection to an existing MH or intake to be done with a core drill unless other technique is approved by city engineer.
- D. **Storm Sewer:**
 - 1. **(REPLACE) Cut and Chipped Opening:** Connection to an existing MH or intake to be done with a core drill unless other technique is approved by city engineer.

3.06 DROP CONNECTION TO SANITARY SEWER MANHOLE

- A. **Internal:**
 - 3. (REPLACE) Use of receiving bowl not allowed use a tee as shown on **City of Grimes Standard Drawing #6 for Inside drop.**
 - 4. (REPLACE) Use of receiving bowl not allowed use a tee as shown on **City of Grimes Standard Drawing #6 for Inside drop.**
 - 9. (REPLACE) Comply with **City of Grimes Standard Drawing #6 for Inside drop.**

FIGURE 6010.514: BOXOUTS FOR GRATE INTAKES

SHEET 2 OF 3: Replace the 30" width on both ends of the boxout with a 36" width.
SHEET 2 OF 3: Replace the 6" width from casting to edge of boxout with a 12" width.
SHEET 3 OF 3: Delete sheet. Alternate boxouts are not allowed.



City of Grimes
Sanitary Manhole Inside Drop

Drawing #6
Section 6010, 2.16

DIVISION 7

STREETS AND RELATED WORK

SECTION 7010 – PORTLAND CEMENT CONCRETE PAVEMENT

PART 2 – PRODUCTS

2.01 MATERIALS

- J. **(REPLACE) Metal Keyways:** Comply with Iowa DOT Section 4191. *The use of metal Keyways is not allowed.*

2.02 CONCRETE MIXES

- C. **Use of Fly Ash and Ground Granulated Blast Furnace Slag (GGBFS) as Supplementary Cementitious Materials:**

4. (Add) *The use of slag is not allowed.*

PART 3 – EXECUTION

3.02 PAVEMENT CONSTRUCTION

- C. **Surface Fixture Adjustment:**

4. (ADD) *Do not boxout for fixtures in new pavement.*

- I. **Finishing:**

4. **Straight edging:**

- c. (REPLACE) Check surface longitudinally while concrete is still plastic; correct any surface deviations greater than 1/8 inch in 10 feet. *Finish surface with 10' long lightweight float or straightedge.*

5. **Surface Treatment:**

- a. **(REPLACE) Drag Surface Treatment:** Unless otherwise specified, texture the finished surface with and artificial turf or burlap drag treatment. *Use burlap or broom texture only, unless alternate method is approved by engineer.*

3.05 USE OF PAVEMENT

(REPLACE) *Pavement shall demonstrate a minimum compressive strength of 3,000 psi prior to opening to traffic or construction loading. Compressive strength test cylinders are to be used to determine the minimum age for opening. The maturity method shall be used with approval from the City. The Contractor may elect to cast additional test cylinders to have available for testing at the Contractor's discretion.*

3.07 QUALITY CONTROL

C. Pavement Smoothness: (REPLACE) Evaluate pavement smoothness for all PCC pavement and overlay surfaces. *If, in the opinion of the Engineer, additional smoothness testing is necessary, the Contractor shall have the pavement smoothness measured by an inertial profiler at no additional cost to the Jurisdiction.*

E. Defects or Deficiencies:

1. (ADD) *Any individual pavement panel with two (2) or more random cracks will be required to be fully replaced by the Contractor at no additional cost to the Jurisdiction.*
2. (ADD) *Any individual pavement panel with vertical faulting in excess of 0.25 inches (1/4") will be required to be fully replaced by the Contractor at no additional cost to the City.*
3. (ADD) *Any individual pavement panel with exposed aggregate or excess spalling as determined by the city representative on site will be required to be fully replaced by the Contractor at no additional cost to the Jurisdiction.*

SECTION 7030 – SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS

PART 2 – PRODUCTS

2.07 DETECTABLE WARNINGS

- A.** (ADD) *For 4' sidewalk and 5' sidewalk, detectable warning panels (truncated domes) shall be Cast in Place Replaceable in Brick Red manufactured by ADA Solutions, Inc. or an Engineer approved equivalent.*
- B.** (ADD) *For 8' sidewalk and 10' shared use path, detectable warning panels (truncated domes) shall be Duralast® cast iron in Natural finish (uncoated) manufactured by EJ Group, Inc., or an Engineer approved equivalent. Unless otherwise specified in the contract documents, the Contractor shall utilize radial plates when abutting intersection radii.*

PART 3 – EXECUTION

3.02 SUBGRADE PREPARATION

- C.** (ADD) **Subbase:** *Provide 2" of compacted crushed stone (no sand) for trails and shared use paths.*

3.04 PCC SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS

F. Jointing:

4. Isolation Joints:

- a. (REPLACE) *Install isolation joints where sidewalks, shared use paths, parking lots, buildings, and structures. Isolation joints shall be 1/2" thick expansion ('E') joint.*

- b. (REPLACE) For a sidewalk constructed with a driveway, *install a ½ inch thick expansion ('E') joint around all four sides of the sidewalk portion through the driveway.*
- e. (ADD) *Expansion ('E') joints shall be installed at intervals not greater than 200 feet in sidewalks and shared use paths. The expansion material shall be ½ inch thick and shall be to the full depth of the pavement.*

3.12 (REPLACE) SIDEWALK AND CURB RAMP COMPLIANCE

Compliance with cross slopes and grades, as well as all other elements, for sidewalks and curb ramps is crucial. If the construction cannot be completed as specified in the contract documents, it may be necessary to adjust slopes within the accepted legal limitations. Contact the Engineer prior to placement of the concrete if changes from the values specified in the contract documents are being made.

FIGURE 7030.101: CONCRETE DRIVEWAY, TYPE A

NOTE 7: (REMOVE)

NOTE 11: (ADD) *Install ½ inch thick expansion ('E') joints around all four sides of the sidewalk portion through the driveway. The expansion material shall be to the full depth of the driveway pavement.*

TYPE A WITH FLARES: (REPLACE) *The 'C' or 'E' joint option on the street side of the sidewalk with an 'E' joint.*

TYPE A WITH FLARES: (REPLACE) *The 'B' joints on both edges of the sidewalk portion through the driveway with 'E' joints.*

TYPE A WITH RADII: (REPLACE) *The 'C' or 'E' joint option on the street side of the sidewalk with an 'E' joint.*

TYPE A WITH RADII: (REPLACE) *The 'B' joints on both edges of the sidewalk portion through the driveway with 'E' joints.*

DETAIL A: (REPLACE) *Driveway flare shall be 3'-0" maximum width.*

FIGURE 7030.102: CONCRETE DRIVEWAY, TYPE B

GENERAL NOTE FOR SINGLE-FAMILY RESIDENTIAL DRIVEWAYS: (ADD) *Type B driveway not allowed without Jurisdiction approval.*

FIGURE 7030.205: GENERAL SIDEWALK AND CURB RAMP DETAILS

TYPICAL SECTION CURB RAMP: (REPLACE) *The joint options at the back of curb with a standard 'B' joint. A bond breaker shall be placed between the street pavement and curb ramp.*

TYPICAL SECTION CURB RAMP: (REPLACE) *The joint options along the front sides of the turning space with a standard 'B' joint.*

TYPICAL SECTION CURB RAMP: (REPLACE) *The joint options along the back sides of the turning space with a standard 'E' joint.*

DIVISION 9

SITE WORK AND LANDSCAPING

SECTION 9010 – SEEDING

PART 1 – GENERAL

1.07 SPECIAL REQUIREMENTS

(DELETE) None.

A. (ADD) *On public improvement projects, the Jurisdiction will provide the Contractor with water free of charge, with the following requirements:*

1. *The water is to be metered and the Contractor must obtain the meter from the Jurisdiction.*
2. *The Contractor shall abide by the rules and regulations of water usage as written in the Jurisdiction's Code of Ordinances.*
3. *The Contractor shall only use hydrants that have been previously approved by the Jurisdiction for water usage.*

1.08 MEASUREMENT AND PAYMENT

A. Conventional Seeding:

1. Seeding:

- a. **Measurement:** (REPLACE) Measurement will be in *either acres or squares (100 square feet)* for each type of seed *as field measured by the Engineer.*
- b. **Payment:** (REPLACE) Payment will be in unit price *either per acre or per square (100 square feet)* for each type of seed.
- c. **Includes:** (REPLACE) Unit price includes, but is not limited to, removal of rock and debris from the area; repairing rills and washes; preparing the seedbed; furnishing and placing seed, including any treatment required; furnishing and placing fertilizer and mulch; *watering with water supplied by the Jurisdiction (public projects only);* and other care during the care period, unless these items are bid separately.

2. Fertilizing:

- a. **Measurement:** (REPLACE) Measurement will be in *either acres or squares (100 square feet)* of fertilizer.
- b. **Payment:** (REPLACE) Payment will be at the unit price *either per acre or per square (100 square feet)* of fertilizer.

3. Mulching:

- a. **Measurement:** (REPLACE) Measurement will be in *either acres or squares (100 square feet)* of mulch.
- b. **Payment:** (REPLACE) Payment will be in unit price *either per acre or per square (100 square feet)* of mulch.

B. Seeding, Fertilizing, and Mulching for Hydraulic Seeding:

1. **Measurement:** (REPLACE) Measurement will be in *either acres or squares (100 square feet)* for each type of seed *as field measured by the Engineer.*

2. **Payment:** (REPLACE) Payment will be in unit price *either per acre or per square (100 square feet)* for each type of seed.
3. **Includes:** (REPLACE) Unit price includes, but is not limited to, removal of rock and other debris from the area; repairing rills and washes; preparing the seedbed; furnishing and placing seed including any treatment required; furnishing and placing fertilizer and mulch; *watering with water supplied by the Jurisdiction (public projects only)*; and other care during the care period, unless these items are bid separately.

C. Seeding, Fertilizing, and Mulching for Pneumatic Seeding:

1. **Measurement:** (REPLACE) Measurement will be in *either acres or squares (100 square feet)* for each type of seed *as field measured by the Engineer*.
2. **Payment:** (REPLACE) Payment will be in unit price *either per acre or per square 100 square feet)* for each type of seed.
3. **Includes:** (REPLACE) Unit price includes, but is not limited to, removal of rock and other debris from the area; repairing rills and washes; preparing the seedbed; furnishing and placing seed including any treatment required; furnishing and placing fertilizer and mulch; *watering with water supplied by the Jurisdiction (public projects only)*; and other care during the care period, unless these items are bid separately.

SECTION 9020 – SODDING

PART 1 – GENERAL

1.07 SPECIAL REQUIREMENTS

(DELETE) None.

- A. (ADD) *On public improvements projects, the Jurisdiction will provide the Contractor with water free of charge, with the following requirements:*
 1. *The water is to be metered and the Contractor must obtain the meter from the Jurisdiction.*
 2. *The Contractor shall abide by the rules and regulations of water usage as written in the Jurisdiction's Code of Ordinances.*
 3. *The Contractor shall only use hydrants that have been previously approved by the Jurisdiction for water usage.*

1.08 MEASUREMENT AND PAYMENT

A. Sod:

1. **Measurement:** (REPLACE) Measurement will be in squares, each square containing 100 square feet of sod, *as field measured by the Engineer*.

2. **Payment:** (REPLACE) Payment will be at the unit price per square of sod. *Payment for sod will not be made until all the installed sod has been accepted by the Jurisdiction and upon the Jurisdiction receiving confirmation via meter readings that both the number and the rate of watering's have been satisfied.*
3. **Includes:** (REPLACE) Unit price includes, but is not limited to, preparation of sod and sodbed, stakes, fertilizing, maintenance, and clean up. Also includes any necessary sod replacements during maintenance period.

B. (ADD) Watering Sod:

1. **Measurement:** *Measurement will be by metering of water applied. If metering is not available, measurement will be by counting the loads from a transporting tank of known volume and gauging the contents of the transporting truck for partial loads.*
2. **Payment:** *Payment will be at the unit price per 1,000 gallons of water used.*

PART 3 – EXECUTION

3.03 SOD INSTALLATION

- A. (REPLACE) Do not install sod between the dates of *June 1* and *August 31*, unless authorized by the Engineer.

3.06 MAINTENANCE

- A. (REPLACE) Begin maintenance immediately following installation of sod and continue for a period until the sod is well established with sod rooted in place. The maintenance period will be for 30 days *or until the acceptance criteria have been met, whichever is longer.*

3.08 ACCEPTANCE

- A. Sod acceptance will be based on the following criteria:
 6. (ADD) *Proof that the required number of watering's at the specified rate has been completed.*

SECTION 9030 – PLANT MATERIAL AND PLANTING

PART 1 – GENERAL

1.07 SPECIAL REQUIREMENTS

(DELETE) None.

- A. (ADD) *On public improvement projects, the Jurisdiction will provide the Contractor with water free of charge, with the following requirements:*

1. *The water is to be metered and the Contractor must obtain the meter from the Jurisdiction.*
2. *The Contractor shall abide by the rules and regulations of water usage as written in the Jurisdiction's Code of Ordinances.*
3. *The Contractor shall only use hydrants that have been previously approved by the Jurisdiction for water usage.*

PART 2 – PRODUCTS

2.01 PLANT MATERIALS

A. General:

5. (ADD) *All overstory trees shall be 2 1/2-inch caliper, unless otherwise approved by the Engineer.*
6. (ADD) *All understory trees shall be 2-inch caliper, unless otherwise approved by the Engineer.*
7. (ADD) *All evergreen trees shall be 6-foot height, unless otherwise approved by the Engineer.*
8. (ADD) *All shrubs shall be 3-gallon container, unless otherwise approved by the Engineer.*
9. (ADD) *All ornamental grasses shall be 1-gallon container, unless otherwise approved by the Engineer.*

2.03 BACKFILL MATERIAL

- C. (ADD) *All required soil amendments shall be thoroughly mixed into excavated soil from the planting pit prior to backfill.*
- D. (ADD) *Peat Moss: Shredded, loose, sphagnum moss; free of lumps, roots, inorganic material, or acidic materials; minimum of 85 percent organic material measured by oven dry weight.*

2.10 RIVER ROCK

- A. (ADD) *River Rock shall be 2 to 3 inches diameter with no fines or debris.*
- B. (ADD) *Weed fabric barrier under river rock shall be a minimum 4 oz. woven needle punched polypropylene fabric permeable to water and air.*

PART 3 – EXECUTION

3.06 PLANTING

A. Bare Root Plants:

4. (REPLACE) *Place the plant centered, upright, plumb, and with desired orientation in the planting pit, with the root crown slightly above (1 to 2 inches) finished grade after settling.*
6. (REPLACE) *Add one (1) cubic foot of peat moss to the backfill material for each tree and one-third (1/3) cubic foot of peat moss to the backfill material for each shrub and mix thoroughly prior to*

backfilling. Carefully place and compact backfill material in layers, filling all voids and avoiding injury to the root system until two thirds of the planting pit is complete; fill the pit with water and allow the soil to settle.

B. Balled and Burlapped and Container Plants:

3. Container Plants:
 - c. (REPLACE) Place the plant centered, upright, plumb, and with desired orientation in planting pit with the root crown *slightly above (1 to 2 inches) finished grade after settling.*
4. Balled and Burlapped Plants:
 - a. (REPLACE) Place the plant centered, upright, plumb, and with desired orientation in planting pit with the root crown *slightly above (1 to 2 inches) finished grade after settling.*
5. (REPLACE) Add *one (1) cubic foot of peat moss to the backfill material for each tree and one-third (1/3) cubic foot of peat moss to the backfill material for each shrub and mix thoroughly prior to backfilling.* Carefully place and compact backfill material in layers, filling all voids until two thirds of the planting pit is complete; fill the pit with water and allow soil to settle.

3.08 MULCHING

- A. (REPLACE) Dig edges of mulched areas to ensure the top of the mulch at the edge of the planting area matches the existing ground surface. *Remove all grasses and weeds within the area to be mulched around trees and shrubs.*
- D. (REPLACE) Provide a continuous mulch area around plant groupings. *Place mulch around shrub groups or ornamental grass groups to cover all areas between shrubs or ornamental grasses.*
- F. (ADD) *Apply pre-emergent herbicide to all planting beds for shrub groups or ornamental grass groups at the manufacturer's recommended rate within three (3) days after planting and mulching are completed.*

3.14 (ADD) RIVER ROCK

- A. *Remove all debris, grasses, and weeds within the area to be covered with rock.*
- B. *Place weed fabric barrier as per manufacturer's recommendations overlapping eight (8) inches at the seams, adding staples per manufacturer's recommendations.*
- C. *Place river rock over weed fabric barrier to a minimum depth of four (4) inches.*
- D. *Apply a pre-emergent herbicide such as "Preen" or approved equal over the area at the manufacturer's recommended rate.*

SECTION 9040 – EROSION AND SEDIMENT CONTROL

PART 2 – PRODUCTS

2.18 INLET PROTECTION

C. (ADD) Rock Intake Protection:

1. *Use fiberglass mesh fabric, a steel plate, and six (6) inches of 1 1/2-inch concrete stone filter material placed over the intake.*
2. *Do not allow the device to completely block or plug the intake, preventing inflow. Temporarily prop up plate with brick on one side.*

PART 3 – EXECUTION

3.01 SWPPP PREPARATION

- F. (ADD) Prior to beginning grading, excavation, or clearing and grubbing operations, all erosion and sediment control measures identified in the SWPPP shall be installed or constructed.*

3.24 INLET PROTECTION

- C. (ADD) Existing intakes outside of and adjacent to the project area shall receive drop-in inlet protection devices prior to the commencement of pavement removal and/or grading operations.*
- D. (ADD) New intakes (minus tops) within the project area shall receive rock inlet protection devices immediately after construction of intake boxes.*
- E. (ADD) New intakes (including tops) within the project area shall receive drop-in inlet protection devices immediately after adjacent pavement operations are completed.*

RESOLUTION 05-3424 APPROVING PAYMENTS FOR PROFESSIONAL SERVICES

Grimes Resolution No. 05-3424

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 May 28, 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: May 28, 2024 **PAYMENT REQUEST #** 19
PAYMENT PERIOD: From: April 1, 2024 Through: April 28, 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:	\$	734,437.44	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	734,437.44	
Less previous applications for payment:	\$	717,633.05	
SUBTOTAL	\$		16,804.39

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 16,804.39

Balance to finish, including retainage: \$ 7,657.56

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

Date

5-14-24

City of Grimes Staff Approval:

Signature

Date

5-23-24

City of Grimes Council Approval:

Council 5-28-24

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
18	April 23, 2024	\$ 27,524.85
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Previous Applications for Payment

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TOTAL **\$ 717,633.05**

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
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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

May 8, 2024
Project No: 2202.086
Invoice No: 44844

Project 2202.086 City of Grimes - Grimes Plex
Professional Services from April 1, 2024 through April 28, 2024

Task	102	Topographic Survey	Total this Task	0.00
Task	201	Concept Refinement	Total this Task	0.00
Task	203	SWMP	Total this Task	0.00
Task	205	SWPPP	Total this Task	0.00
Task	230	Estimate Construction Costs	Total this Task	0.00
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
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	Total this Task	0.00
Task	405	Bullpen and Batting Cage Revisions		

Professional Personnel

			Hours	Rate	Amount	
	Principal/Senior Engineer		4.00	205.00	820.00	
	Engineer 2		41.50	106.00	4,399.00	
	Total Labor					5,219.00
				Total this Task		\$5,219.00
Task	501	Project Development and Coordination				
				Total this Task		0.00
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 2		11.00	73.00	803.00	
	Technician 8		12.50	139.00	1,737.50	
	Total Labor					2,540.50
				Total this Task		\$2,540.50

Task 603 Construction Administration

Professional Personnel

			Hours	Rate	Amount	
	Engineer 2		2.00	106.00	212.00	
	Engineer 8		6.50	179.00	1,163.50	
	Senior Project Manager		33.00	191.00	6,303.00	
	Total Labor					7,678.50
				Total this Task		\$7,678.50

Task 604 Construction Observation

Professional Personnel

			Hours	Rate	Amount	
	Engineer 2		2.00	106.00	212.00	
	Total Labor					212.00
				Total this Task		\$212.00

Project	2202.086	City of Grimes - Grimes Plex	Invoice	44844
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Task 605 Record Drawings

Professional Personnel

	Hours	Rate	Amount	
Senior Technician	7.25	152.00	1,102.00	
Total Labor				1,102.00
		Total this Task		\$1,102.00

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

Reimbursable Expenses

Shipping Charges/Postage				
4/23/2024	Advance Delivery	Delivery	27.60	
	Total Reimbursables		27.60	27.60

Unit Billing

4/15/2024	Mileage	37.0 miles @ 0.67	24.79	
	Total Units		24.79	24.79
		Total this Task		\$52.39

Billing Limits

	Current	Prior	To-Date
Total Billings	16,804.39	717,633.05	734,437.44
Limit			742,095.00
Remaining			7,657.56

Total this Invoice \$16,804.39

Project Manager Keith Weggen

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Lion's Park Existing Survey and Flood Study

Contractor: Nilles Associates, Inc.

Address: 1933 SW Magazine Road, Ankeny, IA 50023

Finance Budget Code: 309-430-6407

Finance Project # _____

Vendor Project or Invoice #: 23138.01

PO # _____

Original Contract Date: May 14, 2024

Vendor # 3129

Date of Council Meeting: May 28, 2024

PAYMENT REQUEST # 1

PAYMENT PERIOD: From: January 1, 2024 Through: May 17, 2024

Contract Summary

Original Contract Amount: \$ 37,500.00

Net change by Change Orders: \$ -

Contract Amount to Date: (line 1 ± 2) \$ 37,500.00

Total completed and stored to date: \$ 22,410.50

Retainage: 0 % of Completed Work: \$ -

Total Earned less Retainage: \$ 22,410.50

Less previous applications for payment: \$ -

SUBTOTAL \$ 22,410.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 22,410.50

Balance to finish, including retainage: \$ 15,089.50

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:

Nilles Associates, Inc.

Signature  Firm Name

Date 5/17/2024

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date 5-23-24

City of Grimes Council Approval:

Council 5-28-24

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

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Previous Applications for Payment

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TOTAL \$ -

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:
Original Contract Date: May 14, 2024
Original Contract Time:
Added by Change Order:
Contract Time to Date: -
Time Used to Date:
Contract Time Remaining: -

INVOICE

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

Invoice Date: 5/17/2024
Billing Period: 01/01/24-05/17/24

Invoice No: 23138.01
Project No: 23138

Project: Lion's Park Existing Survey and Flood Study

Current

Hourly Services:	Hours	Rate	Amount	
Engineer VII	20.5	\$178.00	\$3,649.00	
Landscape Architect V	4.5	\$148.00	\$666.00	
Land Surveyor VI	45.5	\$163.00	\$7,416.50	
Survey Technician V	39.5	\$116.00	\$4,582.00	
Survey Technician IV	47.0	\$105.00	\$4,935.00	
Survey Technician II	14.0	\$83.00	<u>\$1,162.00</u>	
	Subtotal:		\$22,410.50	<u>\$22,410.50</u>
Total Due this Invoice:				\$22,410.50

RESOLUTION 05-3524 APPROVING CAPITAL PROJECT PAYMENT REQUESTS

Grimes Resolution No. 05-3524

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 May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Beaverbrooke Boulevard & IA 141 Intersection Improvements
Contractor: Concrete Technologies, Inc.
Address: 1001 SE 37th Street Grimes, IA 50111
Finance Budget Code: 375-210-6499
Vendor #: 1250
Original Contract Date: September 26, 2023

Date of Council Meeting: May 28, 2024
PAYMENT REQUEST # 3
PAYMENT PERIOD: From: April 13, 2024 Through: May 6, 2024

Contract Summary

Original Contract Amount:	\$	1,348,967.60	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	1,348,967.60	
Total completed and stored to date:	\$	458,842.01	
Retainage: 5 % of Completed Work:	\$	22,942.10	
Total Earned less Retainage:	\$	435,899.91	
Less previous applications for payment:	\$	132,063.18	
SUBTOTAL	\$	303,836.73	

OTHER CHARGES (Attach an itemized list) \$ -

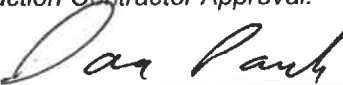
CURRENT PAYMENT DUE \$ 303,836.73

Balance to finish, including retainage: \$ 913,067.69

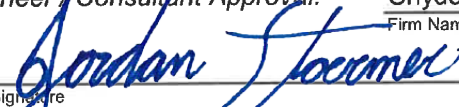
Contract Time Remaining (If applicable) 56.00 CALENDAR DAYS

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

Construction Contractor Approval: Concrete Technologies, Inc.


Signature Firm Name Date 5/10/24

Engineer / Consultant Approval: Snyder & Associates, Inc.


Signature Firm Name Date 5/13/24

City of Grimes Staff Approval:


Signature Date 5-23-24

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.	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
EARTHWORK													
2.1	TOPSOIL, ON-SITE	CY	2076		2,076.00	\$ 6.15	\$ 12,767.40		\$ -	\$ -	\$ -	2,076.00	0.00%
2.2	EXCAVATION, CLASS 10	CY	2253		2,253.00	\$ 7.15	\$ 16,108.95	1,492.00	\$ 10,667.80	\$ -	\$ 10,667.80	761.00	66.22%
2.3	SUBGRADE PREPARATION, 12 INCH	SY	5730		5,730.00	\$ 2.95	\$ 14,611.50	3,476.00	\$ 8,863.80	\$ -	\$ 8,863.80	2,254.00	60.66%
2.4	SUBBASE, MODIFIED, 6 INCH	SY	5730		5,730.00	\$ 11.75	\$ 67,327.50	3,476.00	\$ 40,843.00	\$ -	\$ 40,843.00	2,254.00	60.66%
2.5	COMPACTION TESTING	LS	1		1.00	\$ 4,100.00	\$ 4,100.00	0.25	\$ 1,025.00	\$ -	\$ 1,025.00	0.75	25.00%
TRENCH EXCAVATION AND BACKFILL													
3.1	TRENCH COMPACTION TESTING	LS	1		1.00	\$ 3,175.00	\$ 3,175.00		\$ -	\$ -	\$ -	1.00	0.00%
SEWERS AND DRAINS													
4.1	STORM SEWER, TRENCHED, RCP, 18 INCH DIAMETER	LF	20		20.00	\$ 61.25	\$ 1,225.00		\$ -	\$ 541.68	\$ 541.68	20.00	0.00%
4.2	STORM SEWER, TRENCHED, RCP, 24 INCH DIAMETER	LF	225		225.00	\$ 86.75	\$ 19,518.75	202.00	\$ 17,523.50	\$ -	\$ 17,523.50	23.00	89.78%
4.3	SUBDRAIN, CORRUGATED, PVC, 6 INCH	LF	1452		1,452.00	\$ 18.35	\$ 26,644.20	560.00	\$ 10,276.00	\$ -	\$ 10,276.00	892.00	38.57%
4.4	SUBDRAIN CLEANOUTS	EA	1		1.00	\$ 510.00	\$ 510.00		\$ -	\$ -	\$ -	1.00	0.00%
4.5	SUBDRAIN OUTLET AND CONNECTIONS	EA	7		7.00	\$ 255.00	\$ 1,785.00	1.00	\$ 255.00	\$ 364.29	\$ 619.29	6.00	14.29%
4.6	REMOVAL OF STORM SEWER	LF	82		82.00	\$ 15.30	\$ 1,254.60	82.00	\$ 1,254.60	\$ -	\$ 1,254.60	-	100.00%
4.7	PIPE APRON, 18", FOOTING, AND GUARD	EA	1		1.00	\$ 2,550.00	\$ 2,550.00		\$ -	\$ 1,815.32	\$ 1,815.32	1.00	0.00%
4.8	PIPE APRON, 24", FOOTING, AND GUARD	EA	4		4.00	\$ 2,650.00	\$ 10,600.00	2.00	\$ 5,300.00	\$ 3,384.00	\$ 8,684.00	2.00	50.00%
4.9	REMOVAL OF PIPE APRON, 24 INCH DIAMETER	EA	4		4.00	\$ 102.00	\$ 408.00	2.00	\$ 204.00	\$ -	\$ 204.00	2.00	50.00%
STRUCTURES FOR SANITARY AND STORM													
6.1	MANHOLE, SW-401, 48" DIAMETER	EA	1		1.00	\$ 2,855.00	\$ 2,855.00		\$ -	\$ 703.49	\$ 703.49	1.00	0.00%
STREETS AND RELATED WORK													
7.1	PAVEMENT, PCC, 8 INCH	SY	1197		1,197.00	\$ 77.00	\$ 92,169.00		\$ -	\$ -	\$ -	1,197.00	0.00%
7.2	PAVEMENT, PCC, 10 INCH	SY	3607		3,607.00	\$ 98.00	\$ 353,486.00	2,927.11	\$ 286,856.78	\$ -	\$ 286,856.78	679.89	81.15%
7.3	CURB AND GUTTER, 2.5 FEET, 6 INCH	LF	64		64.00	\$ 41.50	\$ 2,656.00		\$ -	\$ -	\$ -	64.00	0.00%
7.4	CONCRETE MEDIAN	SY	29		29.00	\$ 110.00	\$ 3,190.00		\$ -	\$ -	\$ -	29.00	0.00%
7.5	PCC PAVEMENT SAMPLES AND TESTING	LS	1		1.00	\$ 9,000.00	\$ 9,000.00		\$ -	\$ -	\$ -	1.00	0.00%
7.6	SHOULDER, GRANULAR, 10 INCH	TON	843		843.00	\$ 33.65	\$ 28,366.95		\$ -	\$ -	\$ -	843.00	0.00%
7.7	PAVEMENT REMOVAL	SY	1289		1,289.00	\$ 12.25	\$ 15,790.25	590.00	\$ 7,227.50	\$ -	\$ 7,227.50	699.00	45.77%
7.8	SIDEWALK, PCC, 6 INCH	SY	170		170.00	\$ 81.50	\$ 13,855.00		\$ -	\$ -	\$ -	170.00	0.00%
7.9	DETECTABLE WARNINGS	SF	52		52.00	\$ 50.00	\$ 2,600.00		\$ -	\$ -	\$ -	52.00	0.00%
TRAFFIC CONTROL													
8.1	TRAFFIC SIGNAL	LS	1		1.00	\$473,000.00	\$ 473,000.00	0.05	\$ 23,650.00	\$ -	\$ 23,650.00	0.95	5.00%
8.2	TRAFFIC SIGNAL REMOVAL	LS	1		1.00	\$ 9,450.00	\$ 9,450.00		\$ -	\$ -	\$ -	1.00	0.00%
8.3	PAINTED PAVEMENT MARKINGS, DURABLE	STA	76		76.00	\$ 214.00	\$ 16,264.00		\$ -	\$ -	\$ -	76.00	0.00%
8.4	PAINTED SYMBOLS AND LEGENDS	FA	7		7.00	\$ 224.50	\$ 1,571.50		\$ -	\$ -	\$ -	7.00	0.00%
8.5	PAVEMENT MARKINGS REMOVED	STA	30		30.00	\$ 102.00	\$ 3,060.00		\$ -	\$ -	\$ -	30.00	0.00%
8.6	GROOVES CUT FOR PAVEMENT MARKINGS	STA	76		76.00	\$ 148.00	\$ 11,248.00		\$ -	\$ -	\$ -	76.00	0.00%
8.7	GROOVES CUT FOR SYMBOLS AND LEGENDS	FA	7		7.00	\$ 204.00	\$ 1,428.00		\$ -	\$ -	\$ -	7.00	0.00%
8.8	TEMPORARY TRAFFIC CONTROL	LS	1		1.00	\$ 38,000.00	\$ 38,000.00	0.50	\$ 19,000.00	\$ -	\$ 19,000.00	0.50	50.00%
8.9	TRAFFIC SIGNS	EA	1		1.00	\$ 510.00	\$ 510.00		\$ -	\$ -	\$ -	1.00	0.00%
8.10	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	2		2.00	\$ 306.00	\$ 612.00	1.00	\$ 306.00	\$ -	\$ 306.00	1.00	50.00%
SITE WORK AND LANDSCAPING													
9.1	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	3		3.00	\$ 5,610.00	\$ 16,830.00		\$ -	\$ -	\$ -	3.00	0.00%
9.2	SWPPP PREPARATION	LS	1		1.00	\$ 1,530.00	\$ 1,530.00	1.00	\$ 1,530.00	\$ -	\$ 1,530.00	-	100.00%
9.3	SWPPP MANAGEMENT	LS	1		1.00	\$ 2,450.00	\$ 2,450.00	0.13	\$ 306.25	\$ -	\$ 306.25	0.88	12.50%
9.4	FILTER SOCK, 9 INCH	LF	1500		1,500.00	\$ 1.85	\$ 2,775.00		\$ -	\$ -	\$ -	1,500.00	0.00%
9.5	FILTER SOCK, REMOVAL	LF	1500		1,500.00	\$ 0.25	\$ 375.00		\$ -	\$ -	\$ -	1,500.00	0.00%
9.6	RIP RAP, CLASS E	TON	20		20.00	\$ 51.00	\$ 1,020.00		\$ -	\$ -	\$ -	20.00	0.00%
9.7	EROSION CONTROL MULCHING, CONVENTIONAL	AC	3		3.00	\$ 1,530.00	\$ 4,590.00		\$ -	\$ -	\$ -	3.00	0.00%
MISCELLANEOUS													
11.1	MOBILIZATION	LS	1		1.00	\$ 55,000.00	\$ 55,000.00	0.28	\$ 15,459.00	\$ -	\$ 15,459.00	0.72	28.11%
11.2	CONCRETE WASHOUT	LS	1		1.00	\$ 2,700.00	\$ 2,700.00	0.55	\$ 1,485.00	\$ -	\$ 1,485.00	0.45	55.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,348,967.60

\$ 458,842.01

34.01%

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	UNIT PRICE	EQUIVALENT UNIT AMOUNT	REMAINING EQUIVALENT AMOUNT	VALUE OF STORED MATERIALS REMAINING	PERCENT REMAINING
1	EARTHWORK										
2	TOPSOIL, ON-SITE	CY				\$ -	\$ 6.15	0	-	\$ -	0.00%
3	EXCAVATION, CLASS 10	CY				\$ -	\$ 7.15	0	-	\$ -	0.00%
4	SUBGRADE PREPARATION, 12 INCH	SY				\$ -	\$ 2.55	0	-	\$ -	0.00%
5	SUBBASE, MODIFIED, 6 INCH	SY				\$ -	\$ 11.75	0	-	\$ -	0.00%
6	COMPACTION TESTING	LS				\$ -	\$ 4,100.00	0	-	\$ -	0.00%
7	TRENCH EXCAVATION AND BACKFILL					\$ -	\$ -				0.00%
8	TRENCH COMPACTION TESTING	LS				\$ -	\$ 3,175.00	0	-	\$ -	0.00%
9	SEWERS AND DRAINS					\$ -	\$ -				0.00%
10	STORM SEWER, TRENCHED, RCP, 18 INCH DIAMETER	LF	\$ 541.68			\$ 541.68	\$ 61.25	8.843755102	8.8	\$ 541.68	100.00%
11	STORM SEWER, TRENCHED, RCP, 24 INCH DIAMETER	LF	\$ 3,354.24			\$ 3,354.24	\$ 86.75	38.66559078	-	\$ -	0.00%
12	SUBDRAIN, CORRUGATED, PVC, 6 INCH	LF	\$ 7,777.43			\$ 7,777.43	\$ 18.35	423.8383706	-	\$ -	0.00%
13	SUBDRAIN CLEANOUTS	EA				\$ -	\$ 510.00	0	-	\$ -	0.00%
14	SUBDRAIN OUTLET AND CONNECTIONS	EA	\$ 619.29			\$ 619.29	\$ 255.00	2.428606275	1.4	\$ 364.29	58.82%
15	REMOVAL OF STORM SEWER	LF				\$ -	\$ 15.30	0	-	\$ -	0.00%
16	PIPE APRON (18"), FOOTING, AND GUARD	EA	\$ 1,815.32			\$ 1,815.32	\$ 2,550.00	0.711890196	0.7	\$ 1,815.32	100.00%
17	PIPE APRON (24"), FOOTING, AND GUARD	EA	\$ 8,684.00			\$ 8,684.00	\$ 2,650.00	3.276981132	1.3	\$ 3,384.00	38.97%
18	REMOVAL OF PIPE APRON, 24 INCH DIAMETER	EA				\$ -	\$ 102.00	0	-	\$ -	0.00%
19	STRUCTURES FOR SANITARY AND STORM					\$ -	\$ -				0.00%
20	MANHOLE, SW-401, 48" DIAMETER	EA	\$ 703.49			\$ 703.49	\$ 2,855.00	0.246406305	0.2	\$ 703.49	100.00%
21	STREETS AND RELATED WORK					\$ -	\$ -				0.00%
22	PAVEMENT, PCC, 8 INCH	SY				\$ -	\$ 77.00	0	-	\$ -	0.00%
23	PAVEMENT, PCC, 10 INCH	SY	\$26,518.56			\$26,518.56	\$ 98.00	270.597551	-	\$ -	0.00%
24	CURB AND GUTTER, 2.5 FEET, 6 INCH	LF				\$ -	\$ 41.50	0	-	\$ -	0.00%
25	CONCRETE MEDIAN	SY				\$ -	\$ 110.00	0	-	\$ -	0.00%
26	PCC PAVEMENT SAMPLES AND TESTING	LS				\$ -	\$ 9,000.00	0	-	\$ -	0.00%
27	SHOULDER, GRANULAR, 10 INCH	TON				\$ -	\$ 33.65	0	-	\$ -	0.00%
28	PAVEMENT REMOVAL	SY				\$ -	\$ 12.25	0	-	\$ -	0.00%
29	SIDEWALK, PCC, 6 INCH	SY				\$ -	\$ 81.50	0	-	\$ -	0.00%
30	DETECTABLE WARNINGS	SF				\$ -	\$ 50.00	0	-	\$ -	0.00%
31	TRAFFIC CONTROL					\$ -	\$ -				0.00%
32	TRAFFIC SIGNAL	LS				\$ -	\$473,000.00	0	-	\$ -	0.00%
33	TRAFFIC SIGNAL REMOVAL	LS				\$ -	\$ 9,450.00	0	-	\$ -	0.00%
34	PAINTED PAVEMENT MARKINGS, DURABLE	STA				\$ -	\$ 214.00	0	-	\$ -	0.00%
35	PAINTED SYMBOLS AND LEGENDS	EA				\$ -	\$ 224.50	0	-	\$ -	0.00%
36	PAVEMENT MARKINGS REMOVED	STA				\$ -	\$ 102.00	0	-	\$ -	0.00%
37	GROOVES CUT FOR PAVEMENT MARKINGS	STA				\$ -	\$ 148.00	0	-	\$ -	0.00%
38	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA				\$ -	\$ 204.00	0	-	\$ -	0.00%
39	TEMPORARY TRAFFIC CONTROL	LS				\$ -	\$38,000.00	0	-	\$ -	0.00%
40	TRAFFIC SIGNS	EA				\$ -	\$ 510.00	0	-	\$ -	0.00%
41	REMOVE AND REINSTALL TRAFFIC SIGNS	EA				\$ -	\$ 306.00	0	-	\$ -	0.00%
42	SITE WORK AND LANDSCAPING					\$ -	\$ -				0.00%
43	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC				\$ -	\$ 5,610.00	0	-	\$ -	0.00%
44	SWPPP PREPARATION	LS				\$ -	\$ 1,530.00	0	-	\$ -	0.00%
45	SWPPP MANAGEMENT	LS				\$ -	\$ 2,450.00	0	-	\$ -	0.00%
46	FILTER SOCK, 9 INCH	LF				\$ -	\$ 1.85	0	-	\$ -	0.00%
47	FILTER SOCK, REMOVAL	LF				\$ -	\$ 0.25	0	-	\$ -	0.00%
48	RIP RAP, CLASS E	TON				\$ -	\$ 51.00	0	-	\$ -	0.00%
49	EROSION CONTROL MULCHING, CONVENTIONAL	AC				\$ -	\$ 1,530.00	0	-	\$ -	0.00%
50	MISCELLANEOUS					\$ -	\$ -				0.00%
51	MOBILIZATION	LS				\$ -	\$55,000.00	0	-	\$ -	0.00%
52	CONCRETE WASHOUT	LS				\$ -	\$ 2,700.00	0	-	\$ -	0.00%
53	#REF!					\$ -	\$ -				0.00%
54	#REF!	#REF!				\$ -	#REF!				0.00%
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73	#REF!	#REF!				\$ -	#REF!				0.00%
74	#REF!	#REF!				\$ -	#REF!				0.00%
75						\$ -	\$ -				0.00%

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

\$50,014.02

\$ 6,808.78 13.61%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 29, 2024	\$ 14,686.05
2	May 14, 2024	\$ 117,377.13
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 132,063.18

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	September 26, 2023
Original Contract Time:	75.00
Added by Change Order:	-
Contract Time to Date:	75.00
Time Used to Date:	19.00
Contract Time Remaining:	<u>56.00</u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S James Street and SW/SE 19th Street Temporary Traffic Signalization
Contractor: Iowa Signal
Address: 3711 SE Capitol Cir Street Grimes IA, 50111
Finance Budget Code: 355-240-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 28, 2023 **Vendor #** 1546

Date of Council Meeting: May 28, 2024 **PAYMENT REQUEST #** 3-Retainage
PAYMENT PERIOD: From: Through:

Contract Summary

Original Contract Amount:	\$	45,378.50	
Net change by Change Orders:	\$	2,500.00	
Contract Amount to Date: (line 1 ± 2)	\$		47,878.50
Total completed and stored to date:	\$	47,878.50	
Retainage: 0 % of Completed Work:	\$	0	
Total Earned less Retainage:	\$		47,878.50
Less previous applications for payment:	\$		45,484.58
SUBTOTAL			\$ 2,393.92

OTHER CHARGES (Attach an itemized list) \$0

CURRENT PAYMENT DUE \$ 2,393.92

Balance to finish, including retainage: \$0

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: Iowa Signal

Signature: Heather Lesley Date: 5/9/24
Firm Name

Engineer / Consultant Approval: FOTH

Signature: Date: May 8, 2024
Firm Name

City of Grimes Staff Approval: 5-23-24

Signature: Date:

City of Grimes Council Approval: Council 5-28-24

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	Temporary Traffic Signal	LS	1.00		1.00	\$45,378.50	\$ 45,378.50	1.00	\$ 45,378.50	-	100.00%
2	Traffic Signal Modification	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	-	100.00%
3					-		\$ -		\$ -	-	0.00%
4					-		\$ -		\$ -	-	0.00%
5					-		\$ -		\$ -	-	0.00%
6					-		\$ -		\$ -	-	0.00%
7					-		\$ -		\$ -	-	0.00%
8					-		\$ -		\$ -	-	0.00%
9					-		\$ -		\$ -	-	0.00%
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11					-		\$ -		\$ -	-	0.00%
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73					-		\$ -		\$ -	-	0.00%
74					-		\$ -		\$ -	-	0.00%
75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 47,878.50

\$ 47,878.50

0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 22, 2023	\$ 43,109.58
2	January 23, 2024	\$ 2,375.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **\$ 45,484.58**

Record of Change Orders

No.	Date	Amount
1	January 23, 2024	\$ 2,500.00
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TOTAL **\$ 2,500.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 28, 2023
Original Contract Time:	73.00
Added by Change Order:	
Contract Time to Date:	73.00
Time Used to Date:	73.00
Contract Time Remaining:	-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: WRA Grimes Connector - Contract 4
Contractor: Shank Constructors, Inc.
Address: 3501 85th Avenue North, Brooklyn Park, MN 55443
Finance Budget Code: 364-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: January 25, 2022 **Vendor #** 2926

Date of Council Meeting: May 28, 2024 **PAYMENT REQUEST #** 25
PAYMENT PERIOD: From: March 1, 2024 Through: April 30, 2024

Contract Summary

Original Contract Amount:	\$	8,068,100.00	
Net change by Change Orders:	\$	188,153.78	
Contract Amount to Date: (line 1 ± 2)	\$	8,256,253.78	
Total completed and stored to date:	\$	8,256,253.78	
Retainage: 0.73 % of Completed Work:	\$	60,270.65	
Total Earned less Retainage:	\$	8,195,983.13	
Less previous applications for payment:	\$	8,107,511.38	
SUBTOTAL	\$	88,471.75	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 88,471.75

Balance to finish, including retainage: \$ 60,270.65

Contract Time Remaining (If applicable) (40.00) 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: Shank Constructors, Inc.


Signature Firm Name Date 05/17/2024

Engineer / Consultant Approval: Veenstra & Kimm, Inc.


Signature Firm Name Date 5/17/2024

City of Grimes Staff Approval: 
Signature Date 5-23-24

City of Grimes Council Approval: Council 5-28-24
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

Date Printed: 5/17/2024

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	Mobilization	LS	1.00		1.00	\$285,000.00	\$ 285,000.00	100%	\$ 285,000.00	0%	100.00%
2	Site Demolition	LS	1.00		1.00	\$115,000.00	\$ 115,000.00	100%	\$ 115,000.00	0%	100.00%
3	Earth Retention	LS	1.00		1.00	\$ 1,921,503.00	\$ 1,921,503.00	100%	\$ 1,921,503.00	0%	100.00%
4	Earthwork	LS	1.00		1.00	\$546,000.00	\$ 546,000.00	100%	\$ 546,000.00	0%	100.00%
5	Site Utilities	LS	1.00		1.00	\$ 1,104,000.00	\$ 1,104,000.00	100%	\$ 1,104,000.00	0%	100.00%
6	Site Concrete	LS	1.00		1.00	\$35,000.00	\$ 35,000.00	100%	\$ 35,000.00	0%	100.00%
7	Cast In Place Concrete	LS	1.00		1.00	\$ 1,388,210.00	\$ 1,388,210.00	100%	\$ 1,388,210.00	0%	100.00%
8	Precast Materials	LS	1.00		1.00	\$207,500.00	\$ 207,500.00	100%	\$ 207,500.00	0%	100.00%
9	Precast Erection	LS	1.00		1.00	\$36,400.00	\$ 36,400.00	100%	\$ 36,400.00	0%	100.00%
10	Wood Blocking	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00	100%	\$ 3,000.00	0%	100.00%
11	Roofing	LS	1.00		1.00	\$40,200.00	\$ 40,200.00	100%	\$ 40,200.00	0%	100.00%
12	Hatches	LS	1.00		1.00	\$24,500.00	\$ 24,500.00	100%	\$ 24,500.00	0%	100.00%
13	Aluminum Doors and Windows	LS	1.00		1.00	\$18,250.00	\$ 18,250.00	100%	\$ 18,250.00	0%	100.00%
14	Coiling Door	LS	1.00		1.00	\$23,500.00	\$ 23,500.00	100%	\$ 23,500.00	0%	100.00%
15	Painting	LS	1.00		1.00	\$25,000.00	\$ 25,000.00	100%	\$ 25,000.00	0%	100.00%
16	Specialties	LS	1.00		1.00	\$ 1,800.00	\$ 1,800.00	100%	\$ 1,800.00	0%	100.00%
17	Bar Screens	LS	1.00		1.00	\$309,220.00	\$ 309,220.00	100%	\$ 309,220.00	0%	100.00%
18	Submersible Pumps	LS	1.00		1.00	\$333,000.00	\$ 333,000.00	100%	\$ 333,000.00	0%	100.00%
19	Slide Gates	LS	1.00		1.00	\$39,460.00	\$ 39,460.00	100%	\$ 39,460.00	0%	100.00%
20	Inside Process Piping	LS	1.00		1.00	\$227,000.00	\$ 227,000.00	100%	\$ 227,000.00	0%	100.00%
21	Jib Crane	LS	1.00		1.00	\$58,000.00	\$ 58,000.00	100%	\$ 58,000.00	0%	100.00%
22	Plumbing	LS	1.00		1.00	\$12,000.00	\$ 12,000.00	100%	\$ 12,000.00	0%	100.00%
23	HVAC	LS	1.00		1.00	\$329,460.00	\$ 329,460.00	100%	\$ 329,460.00	0%	100.00%
24	Electrical	LS	1.00		1.00	\$985,097.00	\$ 985,097.00	100%	\$ 985,097.00	0%	100.00%
25	CO #1 Additional Fencing	LS		1.00	1.00	\$ 2,493.33	\$ 2,493.33	1.00	\$ 2,493.33	-	100.00%
26	CO 2.1 Adding Color to Precast Concrete Wall Panels	LS		1.00	1.00	\$11,040.00	\$ 11,040.00	1.00	\$ 11,040.00	-	100.00%
27	CO 2.2 Change Hatches 6-9 Larger Size for Pumps	LS		1.00	1.00	\$ 4,884.00	\$ 4,884.00	1.00	\$ 4,884.00	-	100.00%
28	CO 3.1 Dewatering of the Pump Station Excavation	LS		1.00	1.00	\$92,000.00	\$ 92,000.00	1.00	\$ 92,000.00	-	100.00%
29	CO 3.2 Primary Power Conduit Extension	LS		1.00	1.00	\$11,001.73	\$ 11,001.73	1.00	\$ 11,001.73	-	100.00%
30	CO 3.3 Transformer Conduit & Conductor Extension	LS		1.00	1.00	\$16,445.36	\$ 16,445.36	1.00	\$ 16,445.36	-	100.00%
31	CO 3.4 Install Supports for Pump Discharge Pipes	LS		1.00	1.00	\$ 6,431.24	\$ 6,431.24	1.00	\$ 6,431.24	-	100.00%
32	CO 3.5 Install Supports for Discharge Valves	LS		1.00	1.00	\$ 6,398.69	\$ 6,398.69	1.00	\$ 6,398.69	-	100.00%
33	CO 3.6 Bypass Pumping	LS		1.00	1.00	\$28,000.00	\$ 28,000.00	1.00	\$ 28,000.00	-	100.00%
34	CO 3.7 Fiberglass Grating in Front of Bar Screens	LS		1.00	1.00	\$ 8,135.56	\$ 8,135.56	1.00	\$ 8,135.56	-	100.00%
35	CO 3.8 Change Finish on Doors to Match Water Plant	LS		1.00	1.00	\$ 1,323.87	\$ 1,323.87	1.00	\$ 1,323.87	-	100.00%
36					-	\$ -	\$ -		\$ -	-	0.00%
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60					-	\$ -	\$ -		\$ -	-	0.00%
61					-	\$ -	\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 8,256,253.78

\$ 8,256,253.78

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	\$ 179,581.03
2	May 10, 2022	\$ 152,544.50
3	June 14, 2022	\$ 635,744.26
4	July 12, 2022	\$ 547,628.35
5	August 9, 2022	\$ 756,106.14
6	September 13, 2022	\$ 949,547.80
7	October 11, 2022	\$ 420,971.27
8	November 8, 2022	\$ 252,582.76
9	December 13, 2022	\$ 298,450.30
10	January 10, 2023	\$ 133,038.53
11	February 14, 2023	\$ 565,243.94
12	March 14, 2023	\$ 424,548.09
13	April 11, 2023	\$ 406,928.99
14	May 9, 2023	\$ 57,058.90
15	June 13, 2023	\$ 235,379.16
16	July 11, 2023	\$ 474,905.50
17	August 8, 2023	\$ 86,604.00
18	September 12, 2023	\$ 498,311.44
19	October 10, 2023	\$ 229,922.50
20	November 14, 2023	\$ 190,056.93
21	December 12, 2023	\$ 112,363.44
22	January 9, 2024	\$ 116,931.15
23	February 13, 2024	\$ 46,792.11
24	March 26, 2024	\$ 336,270.29
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TOTAL \$ 8,107,511.38

Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

No.	Date	Amount
1	December 13, 2022	\$ 2,493.33
2	April 11, 2023	\$ 15,924.00
3	October 24, 2023	\$ 169,736.45
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TOTAL \$ 188,153.78

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	January 25, 2022
Original Contract Time:	583.00
Added by Change Order:	113.00
Contract Time to Date:	696.00
Time Used to Date:	736.00
Contract Time Remaining:	(40.00)

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: May 28, 2024 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: April 1, 2024 Through: April 30, 2024

Contract Summary

Original Contract Amount:	\$	9,047,309.99	
Net change by Change Orders:	\$	25,706.35	
Contract Amount to Date: (line 1 ± 2)	\$	9,073,016.34	
Total completed and stored to date:	\$	2,767,796.66	
Retainage: 5 % of Completed Work:	\$	138,389.83	
Total Earned less Retainage:	\$	2,629,406.83	
Less previous applications for payment:	\$	2,419,194.74	
SUBTOTAL	\$		210,212.09

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 210,212.09

Balance to finish, including retainage: \$ 6,443,609.51

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: 5-17-24

Engineer / Consultant Approval:

Signature: Firm Name: Date:

City of Grimes Staff Approval:

Signature:  Date: 5/22/24

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 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	13,450.00	\$ 188,300.00	\$ -	\$ 188,300.00	7,191.00	65.16%
7	2.07	EXCAVATION, CLASS 10, WASTE	CY	4,667.00		4,667.00	\$ 11.00	\$ 51,337.00	60.00	\$ 660.00	\$ -	\$ 660.00	4,607.00	1.29%
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	4,758.50	\$ 13,085.88	\$ -	\$ 13,085.88	28,328.50	14.38%
10	2.10	SUBGRADE TREATMENT, GEOTEXT, TRIANGULAR, TYPE 3	SY	12,500.00		12,500.00	\$ 5.00	\$ 62,500.00	855.50	\$ 59,457.25	\$ -	\$ 59,457.25	12,500.00	0.00%
11	2.11	MODIFIED SUBBASE	CY	6,084.00		6,084.00	\$ 69.50	\$ 422,838.00	210.00	\$ 3,150.00	\$ -	\$ 3,150.00	5,228.50	14.08%
12	2.12	REMOVAL OF ABANDONED RAILROAD	LF	213.00		213.00	\$ 15.00	\$ 3,195.00	-	\$ -	\$ -	\$ -	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	694.00	\$ 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	398.50	\$ 20,124.25	\$ -	\$ 20,124.25	1,172.50	25.37%
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	857.00	\$ 16,711.50	\$ -	\$ 16,711.50	1,240.00	40.87%
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	861.50	\$ 19,383.75	\$ -	\$ 19,383.75	8,249.50	9.46%
32	4.19	SUBDRAIN, CORRUGATED, HOPE, 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	7.00	\$ 6,335.00	\$ -	\$ 6,335.00	38.00	15.56%
34	4.21	SUBRAIN, OUTLET, CMP, CONNECTION TO INTAKE	EA	68.00		68.00	\$ 400.00	\$ 27,200.00	8.00	\$ 3,200.00	\$ -	\$ 3,200.00	60.00	11.76%
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, 12 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, 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, CASING PIPE, TRENCHED, RESTRAINED JOINT, PVC, DR18, 10 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%

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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	\$ 885.00	\$ 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	\$ -	-	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	\$ -	-	-	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	\$ -	-	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	\$ -	-	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	\$ -	-	-	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	\$ -	-	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	\$ -	-	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	\$ -	-	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	\$ -	-	-	100.00%
80	6.02	MANHOLE, STORM SEWER, SW-401, 48 IN.	EA	5.00	5.00	\$ 4,360.00	\$ 20,000.00	3.00	\$ 12,000.00	\$ -	-	2.00	60.00%
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	\$ -	-	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	\$ -	-	3.00	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	3.00	\$ 13,200.00	\$ -	-	15.00	16.67%
87	6.09	INTAKE, DOUBLE GRATE, SW-505, MOD1	EA	1.00	1.00	\$ 7,650.00	\$ 7,650.00	-	\$ -	\$ -	-	1.00	0.00%
88	6.10	INTAKE, DOUBLE GRATE W/ MANHOLE, SW-508	EA	5.00	5.00	\$ 6,500.00	\$ 32,500.00	4.00	\$ 26,000.00	\$ -	-	1.00	80.00%
89	6.11	INTAKE, DOUBLE GRATE W/ MANHOLE, SW-505, MOD1	EA	6.00	6.00	\$ 9,450.00	\$ 56,700.00	4.00	\$ 37,800.00	\$ -	-	2.00	66.67%
90	6.12	INTAKE, DOUBLE GRATE W/ MANHOLE, SW-506, MOD2	EA	5.00	5.00	\$ 11,725.00	\$ 58,625.00	3.00	\$ 35,175.00	\$ -	-	2.00	60.00%
91	6.13	INTAKE, DOUBLE 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	1.00	\$ 725.00	\$ -	-	7.00	12.50%
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	1,512.00	\$ 106,596.00	\$ 227,829.00	-	25,084.00	5.69%
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	\$ -	-	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	\$ -	-	2,482.00	7.35%

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108	7.09	REMOVAL OF CURB		15.00				15.00	\$	16.00	\$	240.00	-	\$	-	\$	-	15.00	0.00%
109	7.10	SHARED USE PATH, PCC, 6 IN.	LF					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	\$	14,272.00	-	\$	-	\$	-	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	\$	1,527.00	7.08%	
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	\$160,000.00		\$	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, RETRO-REFLECTIVE 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	\$	8,518.75	-	\$	-	\$	-	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	COPY	100.00				100.00	\$	100									

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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	REMOVE AND REINSTALL 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 BACKFILL 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 FT X 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%	
CO3.1		GAS UTILITY POTHOLING	LS	1.00		1.00	\$ 1,155.00	\$ 1,155.00	-	\$ -	-	\$ -	-	1.00	0.00%
									-	\$ -	-	\$ -	-	-	0.00%
									-	\$ -	-	\$ -	-	-	0.00%
									-	\$ -	-	\$ -	-	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 9,073,016.34

\$ 2,767,796.66

30.51%

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
6	April 23, 2024	\$ 297,055.02
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TOTAL \$ 2,419,194.74

Previous Applications for Payment

No.	Date	Amount
36		
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Record of Change Orders

No.	Date	Amount
1	January 23, 2024	\$ 18,580.00
2	March 26, 2024	\$ 5,971.35
3	May 28, 2024	\$ 1,155.00
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TOTAL \$ 25,706.35

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	SUBDRAIN, 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%

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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, DOUBBLE GRATE, SW-505, MOD1	EA					\$ -	\$ 7,650.00	0.00	0.00	\$ -	0.00%
88	INTAKE, DOUBBLE GRATE W/ MANHOLE, SW-506	EA					\$ -	\$ 6,500.00	0.00	0.00	\$ -	0.00%
89	INTAKE, DOUBBLE GRATE W/ MANHOLE, SW-506, MOD1	EA					\$ -	\$ 9,450.00	0.00	0.00	\$ -	0.00%
90	INTAKE, DOUBBLE GRATE W/ MANHOLE, SW-506, MOD2	EA					\$ -	\$ 11,725.00	0.00	0.00	\$ -	0.00%
91	INTAKE, DOUBBLE GRATE W/ MANHOLE, SW-506, MOD3	EA					\$ -	\$ 11,675.00	0.00	0.00	\$ -	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

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				\$132,255.26	\$ 7.29	18142.01	16,630.01	\$	121,233	91.67%
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, RETROREFLECTIVE 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	C DAY					\$ -	\$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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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

140	FIBER REMOVE AND REINSTALL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2023 CIPP Lining Program
Contractor: AccuJet, LLC
Address: 913 Evelyn Street, Perry, IA 50220
Finance Budget Code: 335-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: January 23, 2024 **Vendor #** 1082

Date of Council Meeting: May 28, 2024 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: March 1, 2024 Through: April 30, 2024

Contract Summary

Original Contract Amount:	\$ 264,087.00	
Net change by Change Orders:	\$ -	
Contract Amount to Date: (line 1 ± 2)	\$ 264,087.00	
Total completed and stored to date:	\$ 184,826.00	
Retainage: 5 % of Completed Work:	\$ 9,241.30	
Total Earned less Retainage:	\$ 175,584.70	
Less previous applications for payment:	\$ 25,862.80	
SUBTOTAL		\$ 149,721.90

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 149,721.90

Balance to finish, including retainage: \$ 88,502.30

Contract Time Remaining (If applicable) 11.00 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: AccuJet, LLC

Signature: Shannon Barnes Date: 5/15/24

Engineer / Consultant Approval:

Signature: Date:

City of Grimes Staff Approval:

Signature: Date: 5/22/24

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 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	4.1	PRE-REHABILITATION CLEANING AND INSPECTION, 8 IN.	LF	5,574.00		5,574.00	\$ 3.00	\$ 16,722.00	5,574.00	\$ 16,722.00	\$ -	\$ 16,722.00	-	100.00%
2	4.2	REMOVE PROTRUDING SERVICE CONNECTIONS	EA	3.00		3.00	\$ 375.00	\$ 1,125.00	3.00	\$ 1,125.00	\$ -	\$ 1,125.00	-	100.00%
3	4.3	CIPP MAIN LINING, 8 IN.	LF	5,574.00		5,574.00	\$ 29.00	\$ 161,646.00	5,026.00	\$ 145,754.00	\$ -	\$ 145,754.00	548.00	90.17%
4	4.4	BUILDING SANITARY SEWER SERVICE REINSTATEMENT	EA	102.00		102.00	\$ 75.00	\$ 7,650.00	95.00	\$ 7,125.00	\$ -	\$ 7,125.00	7.00	93.14%
5	4.5	CIPP END SEAL, 8 IN.	EA	40.00		40.00	\$ 150.00	\$ 6,000.00	34.00	\$ 5,100.00	\$ -	\$ 5,100.00	6.00	85.00%
6	4.6	INJECTION GROUTING OF SERVICE CONNECTIONS, 8 IN.	EA	102.00		102.00	\$ 400.00	\$ 40,800.00	-	\$ -	\$ -	\$ -	102.00	0.00%
7	4.7	CHEMICAL GROUT	GAL	102.00		102.00	\$ 35.00	\$ 3,570.00	-	\$ -	\$ -	\$ -	102.00	0.00%
8	4.8	BYPASS PUMPING	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00	0.50	\$ 1,500.00	\$ -	\$ 1,500.00	0.50	50.00%
9	4.9	VIDEO INSPECTION OF SANITARY SEWER	LF	5,574.00		5,574.00	\$ 1.00	\$ 5,574.00	-	\$ -	\$ -	\$ -	5,574.00	0.00%
10	8.1	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	\$ -	\$ 7,500.00	-	100.00%
11	11.1	MOBILIZATION	LS	1.00		1.00	\$ 10,500.00	\$ 10,500.00	-	\$ -	\$ -	\$ -	1.00	0.00%
		Change Order Item												
CO1						-		\$ -		\$ -			-	0.00%
CO2						-		\$ -		\$ -			-	0.00%
CO3						-		\$ -		\$ -			-	0.00%
CO4						-		\$ -		\$ -			-	0.00%
CO5						-		\$ -		\$ -			-	0.00%
CO6						-		\$ -		\$ -			-	0.00%
CO7						-		\$ -		\$ -			-	0.00%
CO8						-		\$ -		\$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 264,087.00

\$ 184,826.00

69.99%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 26, 2024	\$ 25,862.80
2		
3		
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Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
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48		
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TOTAL \$ 25,862.80

Record of Change Orders

No.	Date	Amount
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25		

TOTAL \$ -

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	January 23, 2024
Original Contract Time:	60.00
Added by Change Order:	
Contract Time to Date:	60.00
Time Used to Date:	49.00
Contract Time Remaining:	11.00

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: May 28, 2024 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: April 1, 2024 Through: May 15, 2024

Contract Summary

Original Contract Amount:	\$	761,624.00	
Net change by Change Orders:	\$	19,090.73	
Contract Amount to Date: (line 1 ± 2)	\$	780,714.73	
Total completed and stored to date:	\$	316,104.53	
Retainage: 5 % of Completed Work:	\$	15,805.23	
Total Earned less Retainage:	\$	300,299.30	
Less previous applications for payment:	\$	60,975.27	
SUBTOTAL			\$ 239,324.03
OTHER CHARGES (Attach an itemized list)			\$ -
CURRENT PAYMENT DUE			\$ 239,324.03
Balance to finish, including retainage:	\$	480,415.43	

Contract Time Remaining (If applicable) 70.00 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

Firm Name

05/17/2024
Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Grimes Staff Approval:


Signature

05/22/24
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.	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	94.00	\$ 9,400.00	\$ -	\$ 9,400.00	82.00	53.41%
7	5.02	WATER MAIN, TRENCHLESS, C900 DR-18 PVC, 8-IN	LF	2,819.00		2,819.00	\$ 100.00	\$ 281,900.00	1,648.00	\$ 164,800.00	\$ -	\$ 164,800.00	1,171.00	58.46%
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	\$ 6,525.00	\$ -	\$ 6,525.00	-	100.00%
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	2.00	\$ 9,000.00	\$ -	\$ 9,000.00	3.00	40.00%
13	5.08	VALVE, GATE, RW, 8-IN.	EA	9.00		9.00	\$ 3,000.00	\$ 27,000.00	8.00	\$ 24,000.00	\$ -	\$ 24,000.00	1.00	88.89%
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	\$ 13,940.00	\$ -	\$ 13,940.00	-	100.00%
17	5.12	ALTERNATE FIRE HYDRANT ASSEMBLY	EA	4.00		4.00	\$ 7,215.00	\$ 28,860.00	2.00	\$ 14,430.00	\$ -	\$ 14,430.00	2.00	50.00%
18	5.13	TEMPORARY 2-IN. FLUSHING DEVICE, BLOWOFF	EA	4.00		4.00	\$ 3,000.00	\$ 12,000.00	1.00	\$ 3,000.00	\$ -	\$ 3,000.00	3.00	25.00%
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	159.69	\$ 3,193.80	\$ -	\$ 3,193.80	203.31	43.99%
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	0.50	\$ 7,875.00	\$ -	\$ 7,875.00	0.50	50.00%
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	250.00	\$ 1,250.00	\$ -	\$ 1,250.00	1,350.00	15.63%
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	0.50	\$ 16,500.00	\$ -	\$ 16,500.00	0.50	50.00%
40	11.02	REMOVE, SALVAGE & REINSTALL MAILBOX	EA	7.00		7.00	\$ 400.00	\$ 2,800.00	4.00	\$ 1,600.00	\$ -	\$ 1,600.00	3.00	57.14%
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	1.00	\$ 450.00	\$ -	\$ 450.00	4.00	20.00%
CO1.2		FITTING, ANCHOR TEE, 8-IN X 8-IN	EA	4.00		4.00	\$ 1,685.00	\$ 6,740.00	4.00	\$ 6,740.00	\$ -	\$ 6,740.00	-	100.00%
CO2.1		RELOCATION OF HYDRANT (STA 4+41)	LS	1.00		1.00	\$ 4,075.65	\$ 4,075.65	1.00	\$ 4,075.65	\$ -	\$ 4,075.65	-	100.00%
CO2.2		DISCONNECTION OF UNKNOWN SERVICE LINE	LS	1.00		1.00	\$ 1,218.79	\$ 1,218.79	1.00	\$ 1,218.79	\$ -	\$ 1,218.79	-	100.00%
CO2.3		CONNECTION TO EXISTING WATER MAIN AT BEETH & LITTLE BEAVER	LS	1.00		1.00	\$ 9,363.79	\$ 9,363.79	1.00	\$ 9,363.79	\$ -	\$ 9,363.79	-	100.00%
CO2.4		VALVE BOX CLEANING AT SHAWVER	LS	1.00		1.00	\$ 242.50	\$ 242.50	1.00	\$ 242.50	\$ -	\$ 242.50	-	100.00%
						-		\$ -		\$ -			-	0.00%
						-		\$ -		\$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 780,714.73

\$ 316,104.53

40.49%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 23, 2024	\$ 60,975.27
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 60,975.27

Record of Change Orders

No.	Date	Amount
1	April 23, 2024	\$ 4,190.00
2	May 28, 2024	\$ 14,900.73
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TOTAL \$ 19,090.73

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:	20.00
Contract Time Remaining:	<u><u>70.00</u></u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Trail Ridge Road Reconstruction
Contractor: Sternquist Construction, Inc.
Address: 110 N. 14th Street, Indianola, IA 50125
Finance Budget Code: 376-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 14, 2023 **Vendor #** 4488

Date of Council Meeting: May 28, 2024 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: January 1, 2024 Through: April 30, 2024

Contract Summary

Original Contract Amount:	\$	1,445,265.55	
Net change by Change Orders:	\$	(19,496.23)	
Contract Amount to Date: (line 1 ± 2)	\$	1,425,769.32	
Total completed and stored to date:	\$	1,425,769.32	
Retainage: 5 % of Completed Work:	\$	71,288.47	
Total Earned less Retainage:	\$	1,354,480.85	
Less previous applications for payment:	\$	1,350,537.19	
SUBTOTAL	\$		3,943.66

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,943.66

Balance to finish, including retainage: \$ 71,288.47

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: Sternquist Construction, Inc.

Nick Waterhouse Firm Name
Signature Date 5/09/24
Digitally signed by Nick Waterhouse
DN: cn=Nick Waterhouse, o=Sternquist Construction, co,
email=nwaterhouse@sternquistconstruction.com, c=US
Date: 2024.05.09 13:41:23 -0500

Engineer / Consultant Approval:

Firm Name
Signature Date

City of Grimes Staff Approval:

 Signature Date 5/22/24

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.	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	Clearing and Grubbing	LS	1		1	\$24,274.00	\$ 24,274.00	1.00	\$ 24,274.00	\$ -	\$ 24,274.00	-	100.00%
2	Topsoil, On-site, Compost-amended	CY	1,149		1,149	\$ 79.50	\$ 91,345.50	1,149.00	\$ 91,345.50	\$ -	\$ 91,345.50	-	100.00%
3	Excavation, Class 10	CY	1,275		1,275	\$ 37.10	\$ 47,302.50	1,275.00	\$ 47,302.50	\$ -	\$ 47,302.50	-	100.00%
4	Subgrade Preparation, 6in Thickness	SY	8,343		8,343	\$ 3.20	\$ 26,697.60	8,343.00	\$ 26,697.60	\$ -	\$ 26,697.60	-	100.00%
5	Subbase, Granular, 6in Thickness	SY	8,343		8,343	\$ 15.90	\$ 132,653.70	8,343.00	\$ 132,653.70	\$ -	\$ 132,653.70	-	100.00%
6	Compaction Testing, Moisture & Density Control	LS	1		1	\$ 3,710.00	\$ 3,710.00	1.00	\$ 3,710.00	\$ -	\$ 3,710.00	-	100.00%
7	Below Grade Excavation (Core Out)	CY	835	(582.00)	253	\$ 79.50	\$ 20,113.50	253.00	\$ 20,113.50	\$ -	\$ 20,113.50	-	100.00%
8	Trench Compaction Testing	LS	1		1	\$ 1,590.00	\$ 1,590.00	1.00	\$ 1,590.00	\$ -	\$ 1,590.00	-	100.00%
9	Storm Sewer, Trenched, RCP, 15in	LF	1,022	10.00	1,032	\$ 51.00	\$ 52,632.00	1,032.00	\$ 52,632.00	\$ -	\$ 52,632.00	-	100.00%
10	Storm Sewer, Trenched, RCP, 18in	LF	171		171	\$ 56.20	\$ 9,610.20	171.00	\$ 9,610.20	\$ -	\$ 9,610.20	-	100.00%
11	Storm Sewer, Trenched, RCP, 24in	LF	38	(30.00)	8	\$ 91.15	\$ 729.20	8.00	\$ 729.20	\$ -	\$ 729.20	-	100.00%
12	Removal of Storm Sewer, Less than 36in	LF	71	(18.00)	53	\$ 79.50	\$ 4,213.50	53.00	\$ 4,213.50	\$ -	\$ 4,213.50	-	100.00%
13	Pipe Apron, Concrete, 15in	EA	1		1	\$ 4,240.00	\$ 4,240.00	1.00	\$ 4,240.00	\$ -	\$ 4,240.00	-	100.00%
14	Connect to Existing Storm Sewer	EA	5		5	\$ 4,028.00	\$ 20,140.00	5.00	\$ 20,140.00	\$ -	\$ 20,140.00	-	100.00%
15	Valve Box Adjustment	EA	19	(8.00)	11	\$ 1,325.00	\$ 14,575.00	11.00	\$ 14,575.00	\$ -	\$ 14,575.00	-	100.00%
16	Water Main Removal	LF	210	(19.00)	191	\$ 21.20	\$ 4,049.20	191.00	\$ 4,049.20	\$ -	\$ 4,049.20	-	100.00%
17	Lower Water Service, 1" Copper	LF	100	(100.00)	-	\$ 132.50	\$ -	-	\$ -	\$ -	\$ -	-	0.00%
18	Intake, SW-501	EA	9		9	\$ 4,452.00	\$ 40,068.00	9.00	\$ 40,068.00	\$ -	\$ 40,068.00	-	100.00%
19	Intake, SW-505	EA	6		6	\$ 6,466.00	\$ 38,796.00	6.00	\$ 38,796.00	\$ -	\$ 38,796.00	-	100.00%
20	Intake, SW-401, 48 in	EA	4		4	\$ 5,618.00	\$ 22,472.00	4.00	\$ 22,472.00	\$ -	\$ 22,472.00	-	100.00%
21	Intake, SW-401, 72 in	EA	1	(1.00)	-	\$ 7,632.00	\$ -	-	\$ -	\$ -	\$ -	-	100.00%
22	Manhole Adjustment, Minor	EA	7		7	\$ 2,226.00	\$ 15,582.00	7.00	\$ 15,582.00	\$ -	\$ 15,582.00	-	100.00%
23	Remove Intake	EA	2		2	\$ 2,120.00	\$ 4,240.00	2.00	\$ 4,240.00	\$ -	\$ 4,240.00	-	100.00%
24	Pavement, PCC, 7in Thickness	SY	7,389		7,389	\$ 64.00	\$ 472,896.00	7,389.00	\$ 472,896.00	\$ -	\$ 472,896.00	-	100.00%
25	PCC Pavement Samples and Testing	LS	1		1	\$ 3,950.00	\$ 3,950.00	1.00	\$ 3,950.00	\$ -	\$ 3,950.00	-	100.00%
26	Removal of Sidewalk	SY	445	94.75	539.75	\$ 12.75	\$ 6,881.81	539.75	\$ 6,881.81	\$ -	\$ 6,881.81	-	100.00%
27	Removal of Driveway	SY	532		532	\$ 12.75	\$ 6,783.00	532.00	\$ 6,783.00	\$ -	\$ 6,783.00	-	100.00%
28	Sidewalk, PCC, 4in Thickness	SY	362	231.00	593	\$ 42.40	\$ 25,143.20	593.00	\$ 25,143.20	\$ -	\$ 25,143.20	-	100.00%
29	Sidewalk, PCC, 6in Thickness	SY	119	8.00	127	\$ 58.30	\$ 7,404.10	127.00	\$ 7,404.10	\$ -	\$ 7,404.10	-	100.00%
30	Detectable Warning	SF	176		176	\$ 58.30	\$ 10,260.80	176.00	\$ 10,260.80	\$ -	\$ 10,260.80	-	100.00%
31	Driveway, Paved PCC, 6in Thickness	SY	590	29.55	619.55	\$ 63.60	\$ 39,403.38	619.55	\$ 39,403.38	\$ -	\$ 39,403.38	-	100.00%
32	Sidewalk Assurance Testing	LS	1		1	\$ 1,600.00	\$ 1,600.00	1.00	\$ 1,600.00	\$ -	\$ 1,600.00	-	100.00%
33	Pavement Removal	SY	7,892		7,892	\$ 9.60	\$ 75,763.20	7,892.00	\$ 75,763.20	\$ -	\$ 75,763.20	-	100.00%
34	Temporary Traffic Control	LS	1		1	\$ 19,610.00	\$ 19,610.00	1.00	\$ 19,610.00	\$ -	\$ 19,610.00	-	100.00%
35	Hydraulic Seeding, Seeding, Fertilizing, and Mulching (BFM) Type 1	AC	0.82	0.34	1.16	\$ 5,609.76	\$ 6,507.32	1.16	\$ 6,507.32	\$ -	\$ 6,507.32	-	100.00%
36	Hydraulic Mulching, Temporary	AC	0.82	(0.36)	0.46	\$ 3,180.00	\$ 1,462.80	0.46	\$ 1,462.80	\$ -	\$ 1,462.80	-	100.00%
37	Intake Protection Device, Installation & Removal	EA	17		17.00	\$ 153.75	\$ 2,613.75	17.00	\$ 2,613.75	\$ -	\$ 2,613.75	-	100.00%
38	Intake Protection Device, Maintenance	EA	17	(12.00)	5.00	\$ 26.50	\$ 132.50	5.00	\$ 132.50	\$ -	\$ 132.50	-	100.00%
39	Rip Rap, Erosion Stone	TON	46		46	\$ 106.00	\$ 4,876.00	46.00	\$ 4,876.00	\$ -	\$ 4,876.00	-	100.00%
40	Wattle, Installation	LF	3,845	(2,620.00)	1,225	\$ 2.15	\$ 2,633.75	1,225.00	\$ 2,633.75	\$ -	\$ 2,633.75	-	100.00%
41	Wattle, Removal	LF	3,845	(2,645.00)	1,200	\$ 0.40	\$ 480.00	1,200.00	\$ 480.00	\$ -	\$ 480.00	-	100.00%
42	Stormwater Pollution Prevention Plan (SWPPP) Preparation	LS	1		1	\$ 1,590.00	\$ 1,590.00	1.00	\$ 1,590.00	\$ -	\$ 1,590.00	-	100.00%
43	Stormwater Pollution Prevention Plan (SWPPP) Management	LS	1		1	\$ 4,770.00	\$ 4,770.00	1.00	\$ 4,770.00	\$ -	\$ 4,770.00	-	100.00%
44	Mobilization	LS	1		1	\$ 71,575.00	\$ 71,575.00	1.00	\$ 71,575.00	\$ -	\$ 71,575.00	-	100.00%
45	Concrete Washout	LS	1		1	\$ 3,850.00	\$ 3,850.00	1.00	\$ 3,850.00	\$ -	\$ 3,850.00	-	100.00%
46	Removal & Salvage Sign To Owner	EA	10		10	\$ 153.75	\$ 1,537.50	10.00	\$ 1,537.50	\$ -	\$ 1,537.50	-	100.00%
47	Remove, Salvage & Reinstall Mailbox	EA	30		30	\$ 238.50	\$ 7,155.00	30.00	\$ 7,155.00	\$ -	\$ 7,155.00	-	100.00%
48	Maintenance of Postal Services	LS	1		1	\$ 4,030.00	\$ 4,030.00	1.00	\$ 4,030.00	\$ -	\$ 4,030.00	-	100.00%
49	Maintenance of Solid Waste Collection	LS	1		1	\$ 8,615.00	\$ 8,615.00	1.00	\$ 8,615.00	\$ -	\$ 8,615.00	-	100.00%
Change Order Item													
1	Additional Tree for Removal	LS		1.00	1	\$ 2,420.00	\$ 2,420.00	1.00	\$ 2,420.00	\$ -	\$ 2,420.00	-	100.00%
2	Potholing Existing Utilities Prior to Start Date	LS		1.00	1	\$ 4,812.50	\$ 4,812.50	1.00	\$ 4,812.50	\$ -	\$ 4,812.50	-	100.00%
3	Additional Traffic Control	LS		1.00	1	\$ 2,876.48	\$ 2,876.48	1.00	\$ 2,876.48	\$ -	\$ 2,876.48	-	100.00%
4	Water Service Investigation	LS		1.00	1	\$ 2,651.00	\$ 2,651.00	1.00	\$ 2,651.00	\$ -	\$ 2,651.00	-	100.00%
5	Replace Storm Structure ST 3.08	LS		1.00	1	\$ 19,110.30	\$ 19,110.30	1.00	\$ 19,110.30	\$ -	\$ 19,110.30	-	100.00%
6	Modification of Storm Structure Due to Water Main Conflict	LS		1.00	1	\$ 5,088.60	\$ 5,088.60	1.00	\$ 5,088.60	\$ -	\$ 5,088.60	-	100.00%
7	Revised Storm Sewer Due to Sanitary Sewer Conflicts	LS		1.00	1	\$ 14,209.93	\$ 14,209.93	1.00	\$ 14,209.93	\$ -	\$ 14,209.93	-	100.00%
8	Remove and Replace Sidewalk	LS		1.00	1	\$ 4,042.50	\$ 4,042.50	1.00	\$ 4,042.50	\$ -	\$ 4,042.50	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,425,769.32

\$ 1,425,769.32

\$ 1,425,769.32

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 13, 2023	\$ 230,833.79
2	July 11, 2023	\$ 59,538.93
3	August 8, 2023	\$ 225,846.59
4	September 26, 2023	\$ 141,423.74
5	October 10, 2023	\$ 262,934.06
6	November 14, 2023	\$ 177,124.81
7	December 12, 2023	\$ 213,581.11
8	January 23, 2024	\$ 39,254.16
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **\$ 1,350,537.19**

Record of Change Orders

No.	Date	Amount
1	April 25, 2023	\$ 2,420.00
2	May 23, 2023	\$ 7,688.98
3	June 27, 2023	\$ 2,651.00
4	October 24, 2023	\$ 9,473.00
5	November 28, 2023	\$ 23,341.03
6	May 28, 2024	\$ (65,070.24)
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TOTAL **\$ (19,496.23)**

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	March 14, 2023
Original Contract Time:	100.00
Added by Change Order:	10.00
Contract Time to Date:	110.00
Time Used to Date:	124.00
Contract Time Remaining:	(14.00)

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Trail Ridge Road Reconstruction
Contractor: Sternquist Construction, Inc.
Address: 110 N. 14th Street, Indianola, IA 50125
Finance Budget Code: 376-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 14, 2023 **Vendor #** 4488

Date of Council Meeting: May 28, 2024 **PAYMENT REQUEST #** 10 (Retainage)
PAYMENT PERIOD: From: January 1, 2024 Through: April 30, 2024

Contract Summary

Original Contract Amount:	\$ 1,445,265.55	
Net change by Change Orders:	\$ (19,496.23)	
Contract Amount to Date: (line 1 ± 2)	\$ 1,425,769.32	
Total completed and stored to date:	\$ 1,425,769.32	
Retainage: 0 % of Completed Work:	\$ -	
Total Earned less Retainage:	\$ 1,425,769.32	
Less previous applications for payment:	\$ 1,354,480.85	
SUBTOTAL		\$ 71,288.47

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 71,288.47

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: Sternquist Construction, Inc.

Signature	Firm Name Nick Waterhouse Digitally signed by Nick Waterhouse DN: cn=Nick Waterhouse, o=Sternquist Construction, ou, email=nwaterhouse@sternquistconstruction.com, c=US Date: 2024.05.09 13:48:46 -0500	Date 5/09/24
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Engineer / Consultant Approval:

Signature	Firm Name	Date
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City of Grimes Staff Approval:

Signature		Date 5/22/24
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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	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	Clearing and Grubbing	LS	1		1	\$24,274.00	\$ 24,274.00	1.00	\$ 24,274.00	\$ -	\$ 24,274.00	-	100.00%
2	Topsoil, On-site, Compost-amended	CY	1,149		1,149	\$ 79.50	\$ 91,345.50	1,149.00	\$ 91,345.50	\$ -	\$ 91,345.50	-	100.00%
3	Excavation, Class 10	CY	1,275		1,275	\$ 37.10	\$ 47,302.50	1,275.00	\$ 47,302.50	\$ -	\$ 47,302.50	-	100.00%
4	Subgrade Preparation, 6in Thickness	SY	8,343		8,343	\$ 3.20	\$ 26,697.60	8,343.00	\$ 26,697.60	\$ -	\$ 26,697.60	-	100.00%
5	Subbase, Granular, 6in Thickness	SY	8,343		8,343	\$ 15.90	\$ 132,653.70	8,343.00	\$ 132,653.70	\$ -	\$ 132,653.70	-	100.00%
6	Compaction Testing, Moisture & Density Control	LS	1		1	\$ 3,710.00	\$ 3,710.00	1.00	\$ 3,710.00	\$ -	\$ 3,710.00	-	100.00%
7	Below Grade Excavation (Core Out)	CY	835	(582.00)	253	\$ 79.50	\$ 20,113.50	253.00	\$ 20,113.50	\$ -	\$ 20,113.50	-	100.00%
8	Trench Compaction Testing	LS	1		1	\$ 1,590.00	\$ 1,590.00	1.00	\$ 1,590.00	\$ -	\$ 1,590.00	-	100.00%
9	Storm Sewer, Trenched, RCP, 15in	LF	1,022	10.00	1,032	\$ 51.00	\$ 52,632.00	1,032.00	\$ 52,632.00	\$ -	\$ 52,632.00	-	100.00%
10	Storm Sewer, Trenched, RCP, 18in	LF	171		171	\$ 56.20	\$ 9,610.20	171.00	\$ 9,610.20	\$ -	\$ 9,610.20	-	100.00%
11	Storm Sewer, Trenched, RCP, 24in	LF	38	(30.00)	8	\$ 91.15	\$ 729.20	8.00	\$ 729.20	\$ -	\$ 729.20	-	100.00%
12	Removal of Storm Sewer, Less than 36in	LF	71	(18.00)	53	\$ 79.50	\$ 4,213.50	53.00	\$ 4,213.50	\$ -	\$ 4,213.50	-	100.00%
13	Pipe Apron, Concrete, 15in	EA	1		1	\$ 4,240.00	\$ 4,240.00	1.00	\$ 4,240.00	\$ -	\$ 4,240.00	-	100.00%
14	Connect to Existing Storm Sewer	EA	5		5	\$ 4,028.00	\$ 20,140.00	5.00	\$ 20,140.00	\$ -	\$ 20,140.00	-	100.00%
15	Valve Box Adjustment	EA	19	(8.00)	11	\$ 1,325.00	\$ 14,575.00	11.00	\$ 14,575.00	\$ -	\$ 14,575.00	-	100.00%
16	Water Main Removal	LF	210	(19.00)	191	\$ 21.20	\$ 4,049.20	191.00	\$ 4,049.20	\$ -	\$ 4,049.20	-	100.00%
17	Lower Water Service, 1" Copper	LF	100	(100.00)	-	\$ 132.50	\$ -	-	\$ -	\$ -	\$ -	-	0.00%
18	Intake, SW-501	EA	9		9	\$ 4,452.00	\$ 40,068.00	9.00	\$ 40,068.00	\$ -	\$ 40,068.00	-	100.00%
19	Intake, SW-505	EA	6		6	\$ 6,466.00	\$ 38,796.00	6.00	\$ 38,796.00	\$ -	\$ 38,796.00	-	100.00%
20	Intake, SW-401, 48 in	EA	4		4	\$ 5,618.00	\$ 22,472.00	4.00	\$ 22,472.00	\$ -	\$ 22,472.00	-	100.00%
21	Intake, SW-401, 72 in	EA	1	(1.00)	-	\$ 7,632.00	\$ -	-	\$ -	\$ -	\$ -	-	100.00%
22	Manhole Adjustment, Minor	EA	7		7	\$ 2,226.00	\$ 15,582.00	7.00	\$ 15,582.00	\$ -	\$ 15,582.00	-	100.00%
23	Remove Intake	EA	2		2	\$ 2,120.00	\$ 4,240.00	2.00	\$ 4,240.00	\$ -	\$ 4,240.00	-	100.00%
24	Pavement, PCC, 7in Thickness	SY	7,389		7,389	\$ 64.00	\$ 472,896.00	7,389.00	\$ 472,896.00	\$ -	\$ 472,896.00	-	100.00%
25	PCC Pavement Samples and Testing	LS	1		1	\$ 3,950.00	\$ 3,950.00	1.00	\$ 3,950.00	\$ -	\$ 3,950.00	-	100.00%
26	Removal of Sidewalk	SY	445	94.75	539.75	\$ 12.75	\$ 6,881.81	539.75	\$ 6,881.81	\$ -	\$ 6,881.81	-	100.00%
27	Removal of Driveway	SY	532		532	\$ 12.75	\$ 6,783.00	532.00	\$ 6,783.00	\$ -	\$ 6,783.00	-	100.00%
28	Sidewalk, PCC, 4in Thickness	SY	362	231.00	593	\$ 42.40	\$ 25,143.20	593.00	\$ 25,143.20	\$ -	\$ 25,143.20	-	100.00%
29	Sidewalk, PCC, 6in Thickness	SY	119	8.00	127	\$ 58.30	\$ 7,404.10	127.00	\$ 7,404.10	\$ -	\$ 7,404.10	-	100.00%
30	Detectable Warning	SF	176		176	\$ 58.30	\$ 10,260.80	176.00	\$ 10,260.80	\$ -	\$ 10,260.80	-	100.00%
31	Driveway, Paved PCC, 6in Thickness	SY	590	29.55	619.55	\$ 63.60	\$ 39,403.38	619.55	\$ 39,403.38	\$ -	\$ 39,403.38	-	100.00%
32	Sidewalk Assurance Testing	LS	1		1	\$ 1,600.00	\$ 1,600.00	1.00	\$ 1,600.00	\$ -	\$ 1,600.00	-	100.00%
33	Pavement Removal	SY	7,892		7,892	\$ 9.60	\$ 75,763.20	7,892.00	\$ 75,763.20	\$ -	\$ 75,763.20	-	100.00%
34	Temporary Traffic Control	LS	1		1	\$ 19,610.00	\$ 19,610.00	1.00	\$ 19,610.00	\$ -	\$ 19,610.00	-	100.00%
35	Hydraulic Seeding, Seeding, Fertilizing, and Mulching (BFM) Type 1	AC	0.82	0.34	1.16	\$ 5,609.76	\$ 6,507.32	1.16	\$ 6,507.32	\$ -	\$ 6,507.32	-	100.00%
36	Hydraulic Mulching, Temporary	AC	0.82	(0.36)	0.46	\$ 3,180.00	\$ 1,462.80	0.46	\$ 1,462.80	\$ -	\$ 1,462.80	-	100.00%
37	Intake Protection Device, Installation & Removal	EA	17		17.00	\$ 153.75	\$ 2,613.75	17.00	\$ 2,613.75	\$ -	\$ 2,613.75	-	100.00%
38	Intake Protection Device, Maintenance	EA	17	(12.00)	5.00	\$ 26.50	\$ 132.50	5.00	\$ 132.50	\$ -	\$ 132.50	-	100.00%
39	Rip Rap, Erosion Stone	TON	46		46	\$ 106.00	\$ 4,876.00	46.00	\$ 4,876.00	\$ -	\$ 4,876.00	-	100.00%
40	Wattle, Installation	LF	3,845	(2,620.00)	1,225	\$ 2.15	\$ 2,633.75	1,225.00	\$ 2,633.75	\$ -	\$ 2,633.75	-	100.00%
41	Wattle, Removal	LF	3,845	(2,645.00)	1,200	\$ 0.40	\$ 480.00	1,200.00	\$ 480.00	\$ -	\$ 480.00	-	100.00%
42	Stormwater Pollution Prevention Plan (SWPPP) Preparation	LS	1		1	\$ 1,590.00	\$ 1,590.00	1.00	\$ 1,590.00	\$ -	\$ 1,590.00	-	100.00%
43	Stormwater Pollution Prevention Plan (SWPPP) Management	LS	1		1	\$ 4,770.00	\$ 4,770.00	1.00	\$ 4,770.00	\$ -	\$ 4,770.00	-	100.00%
44	Mobilization	LS	1		1	\$ 71,575.00	\$ 71,575.00	1.00	\$ 71,575.00	\$ -	\$ 71,575.00	-	100.00%
45	Concrete Washout	LS	1		1	\$ 3,850.00	\$ 3,850.00	1.00	\$ 3,850.00	\$ -	\$ 3,850.00	-	100.00%
46	Removal & Salvage Sign To Owner	EA	10		10	\$ 153.75	\$ 1,537.50	10.00	\$ 1,537.50	\$ -	\$ 1,537.50	-	100.00%
47	Remove, Salvage & Reinstall Mailbox	EA	30		30	\$ 238.50	\$ 7,155.00	30.00	\$ 7,155.00	\$ -	\$ 7,155.00	-	100.00%
48	Maintenance of Postal Services	LS	1		1	\$ 4,030.00	\$ 4,030.00	1.00	\$ 4,030.00	\$ -	\$ 4,030.00	-	100.00%
49	Maintenance of Solid Waste Collection	LS	1		1	\$ 8,615.00	\$ 8,615.00	1.00	\$ 8,615.00	\$ -	\$ 8,615.00	-	100.00%
Change Order Item													
1	Additional Tree for Removal	LS		1.00	1	\$ 2,420.00	\$ 2,420.00	1.00	\$ 2,420.00	\$ -	\$ 2,420.00	-	100.00%
2	Potholing Existing Utilities Prior to Start Date	LS		1.00	1	\$ 4,812.50	\$ 4,812.50	1.00	\$ 4,812.50	\$ -	\$ 4,812.50	-	100.00%
3	Additional Traffic Control	LS		1.00	1	\$ 2,876.48	\$ 2,876.48	1.00	\$ 2,876.48	\$ -	\$ 2,876.48	-	100.00%
4	Water Service Investigation	LS		1.00	1	\$ 2,651.00	\$ 2,651.00	1.00	\$ 2,651.00	\$ -	\$ 2,651.00	-	100.00%
5	Replace Storm Structure ST 3.08	LS		1.00	1	\$ 19,110.30	\$ 19,110.30	1.00	\$ 19,110.30	\$ -	\$ 19,110.30	-	100.00%
6	Modification of Storm Structure Due to Water Main Conflict	LS		1.00	1	\$ 5,088.60	\$ 5,088.60	1.00	\$ 5,088.60	\$ -	\$ 5,088.60	-	100.00%
7	Revised Storm Sewer Due to Sanitary Sewer Conflicts	LS		1.00	1	\$ 14,209.93	\$ 14,209.93	1.00	\$ 14,209.93	\$ -	\$ 14,209.93	-	100.00%
8	Remove and Replace Sidewalk	LS		1.00	1	\$ 4,042.50	\$ 4,042.50	1.00	\$ 4,042.50	\$ -	\$ 4,042.50	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,425,769.32

\$ 1,425,769.32

\$ 1,425,769.32

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 13, 2023	\$ 230,833.79
2	July 11, 2023	\$ 59,538.93
3	August 8, 2023	\$ 225,846.59
4	September 26, 2023	\$ 141,423.74
5	October 10, 2023	\$ 262,934.06
6	November 14, 2023	\$ 177,124.81
7	December 12, 2023	\$ 213,581.11
8	January 23, 2024	\$ 39,254.16
9	May 28, 2024	\$ 3,943.66
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **\$ 1,354,480.85**

Record of Change Orders

No.	Date	Amount
1	April 25, 2023	\$ 2,420.00
2	May 23, 2023	\$ 7,688.98
3	June 27, 2023	\$ 2,651.00
4	October 24, 2023	\$ 9,473.00
5	November 28, 2023	\$ 23,341.03
6	May 28, 2024	\$ (65,070.24)
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TOTAL **\$ (19,496.23)**

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	March 14, 2023
Original Contract Time:	100.00
Added by Change Order:	10.00
Contract Time to Date:	110.00
Time Used to Date:	124.00
Contract Time Remaining:	(14.00)

RESOLUTION 05-3624 APPROVING CHANGE ORDERS

Grimes Resolution No. 05-3624

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 amendment 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 May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

CHANGE ORDER FORM



Project Title: Grimes Public Library
Contractor: Performance Contracting Inc.
Address: 3405 SE Crossroad Drive, Suite G Grimes IA 50111
Finance Budget Code: 350-410-6499 **Finance Project #** 0
Vendor Project or Invoice #: **PO #** 0
Original Contract Date: December 17, 2021 **Vendor #** 4367

Change Order Number: 9

Change Order Date: May 28, 2024

Purpose of Change Order:

CE 081 & CE 084 capture miscellaneous drywall and paint changes

Necessary due to misc damage & small design changes that occurred during construction

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 081 (PCO 077) Misc. Painting FWO's	LS	1.00	\$ 6,494.40	\$ 6,494.40
3	CE 084 (PCO 078) Misc. Drywall & Paint Items	LS	1.00	\$ 9,570.18	\$ 9,570.18
4		LS	1.00		\$ -
5		LS	1.00		\$ -
6		LS	1.00		\$ -
7		LS	1.00		\$ -
8		LS	1.00		\$ -
9		LS	1.00		\$ -
10					\$ -

Change Order Number: 9 makes the following adjustments to the contract: \$ 16,064.58

Contractor Accepted: Performance Contracting Inc.

Brad Klepper
 Signature
 Firm Name
 Date 5-21-24

Engineer Approved: INVISION Architecture

Signature
 Firm Name
 Date 05/21.24

Owner Accepted: City of Grimes MSA 5-22-24

Signature
 Title
 Date

Attest for Owner:

Signature
 Title
 Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 1,466,520.00
1	September 14, 2022	\$ 13,700.00
2	June 19, 2023	\$ 7,211.00
3	August 22, 2023	\$ 16,741.03
4	October 10, 2023	\$ 2,136.02
5	November 14, 2023	\$ 5,591.74
6	December 12, 2023	\$ 1,198.65
7	January 23, 2024	\$ 10,857.46
8	February 27, 2024	\$ 2,346.75
9	May 28, 2024	\$ 16,064.58
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Revised Contract Amount \$ 1,542,367.23

CHANGE ORDER FORM



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

Change Order Number: 3

Change Order Date: May 28, 2024

Purpose of Change Order:

Price for time and material for additional exploration of gas utilities to identify/confirm conflicts with proposed design.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
CO3.1	Gas Utility Potholing	LS	1.00	\$ 1,155.00	\$ 1,155.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 3 makes the following adjustments to the contract: \$ 1,155.00

Contractor Accepted: Absolute Concrete Construction, Inc.
 Firm Name
 Signature Date 5-14-24

Engineer Approved: City of Grimes
 Firm Name
 Signature Date 5/22/24

Owner Accepted: City of Grimes
 Signature Title
 Date

Attest for Owner:
 Signature Title
 Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 9,047,309.99
1	January 23, 2024	\$ 18,580.00
2	March 26, 2024	\$ 5,971.35
3	May 28, 2024	\$ 1,155.00
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Revised Contract Amount \$ 9,073,016.34

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: 2

Change Order Date: May 28, 2024

Purpose of Change Order:

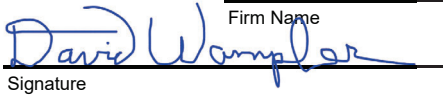
This change order covers cost associated with the relocation of the hydrant at station 4+41, Repair/disconnection of a unknown water services in front of 601 SE Little Beaver Drive, Connection to water main along SE 5th Street, and cleaning of the valve box at the intersection of SE Dolan Drive and SE Shawver Drive at the direction of the city.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
CO2.1	RELOCATION OF HYDRANT (STA 4+41)	LS	1.00	\$ 4,075.65	\$ 4,075.65
CO2.2	DISCONNECTION OF UNKNOWN SERIVE LINE	LS	1.00	\$ 1,218.79	\$ 1,218.79
CO2.3	CONNECTION TO EXISTING WATER MAIN AT SE 5TH & LITTLE BEAVER	LS	1.00	\$ 9,363.79	\$ 9,363.79
CO2.4	VALVE BOX CLEANING AT SHAWVER	LS	1.00	\$ 242.50	\$ 242.50
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 2 makes the following adjustments to the contract: \$ 14,900.73

Contractor Accepted: Jackson Creek Enterprises, L.C.

Signature: 
Firm Name

Date: 05/17/2024

Engineer Approved: City of Grimes

Signature: 
Firm Name

Date: 05/22/24

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
2	May 28, 2024	\$ 14,900.73
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Revised Contract Amount \$ 780,714.73

CHANGE ORDER FORM



Project Title: SE Trail Ridge Road Reconstruction
Contractor: Sternquist Construction, Inc.
Address: 110 N. 14th Street, Indianola, IA 50125
Finance Budget Code: 376-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 14, 2023 **Vendor #** 4488

Change Order Number: 6

Change Order Date: May 28, 2024

Purpose of Change Order:

This change order balances out the quantities based on actual quantities used in the field for project closeout.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
7	Below Grade Excavation (Core Out)	CY	(582.00)	\$ 79.50	\$ (46,269.00)
9	Storm Sewer, Trenched, RCP, 15in	LF	10.00	\$ 51.00	\$ 510.00
11	Storm Sewer, Trenched, RCP, 24in	LF	(8.00)	\$ 91.15	\$ (729.20)
12	Removal of Storm Sewer, Less than 36in	LF	(18.00)	\$ 79.50	\$ (1,431.00)
15	Valve Box Adjustment	EA	(8.00)	\$ 1,325.00	\$ (10,600.00)
16	Water Main Removal	LF	(19.00)	\$ 21.20	\$ (402.80)
17	Lower Water Service, 1" Copper	LF	(100.00)	\$ 132.50	\$ (13,250.00)
26	Removal of Sidewalk	SY	94.75	\$ 12.75	\$ 1,208.06
28	Sidewalk, PCC, 4in Thickness	SY	231.00	\$ 42.40	\$ 9,794.40
29	Sidewalk, PCC, 6in Thickness	SY	8.00	\$ 58.30	\$ 466.40
31	Driveway, Paved PCC, 6in Thickness	SY	29.55	\$ 63.60	\$ 1,879.38
35	Hydraulic Seeding, Seeding, Fertilizing, and Mulching (BFM) Type 1	AC	0.34	\$ 5,609.76	\$ 1,907.32
36	Hydraulic Mulching, Temporary	AC	(0.36)	\$ 3,180.00	\$ (1,144.80)
38	Intake Protection Device, Maintenance	EA	(12.00)	\$ 26.50	\$ (318.00)
40	Wattle, Installation	LF	(2,620.00)	\$ 2.15	\$ (5,633.00)
41	Wattle, Removal	LF	(2,645.00)	\$ 0.40	\$ (1,058.00)

Change Order Number: 6 makes the following adjustments to the contract: \$ (65,070.24)

Contractor Accepted: Sternquist Construction, Inc.

Nick Waterhouse

Signature

Date

Engineer Approved: City of Grimes

Signature

Date

Owner Accepted: City of Grimes

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 1,445,265.55
1	April 25, 2023	\$ 2,420.00
2	May 23, 2023	\$ 7,688.98
3	June 27, 2023	\$ 2,651.00
4	October 24, 2023	\$ 9,473.00
5	November 28, 2023	\$ 23,341.03
6	May 28, 2024	\$ (65,070.24)
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Revised Contract Amount \$ 1,425,769.32

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Public Library Amphitheater – Setting the dates for the bid letting and public hearing.

BACKGROUND: The action that is in front of the council is to set the bid letting and public hearing dates for the Public Library Amphitheater project. The proposed schedule for this project is to set the dates for the bid letting and public hearing on May 28th, hold the bid opening on June 18th @ 10:30 AM, hold the public hearing on June 25th @ 5:30 PM and award the project following the public hearing.

This project includes the construction of a new amphitheater located at the new public library site. This project is scheduled to start no earlier than July 15, 2024, and no later September 1, 2024 and reach substantial completion by November 30, 2024 and full completion by May 31, 2025. The project includes \$500/calendar day liquidated damages for non-compliance with substantial completion provisions and \$250/calendar day for non-compliance with full completion provisions.

BUDGETARY CONSIDERATIONS: The engineer's opinion of probable construction cost is estimated to be approximately \$584,650.00. This project will be funded through various fiscal sources, such as CIP, LOSST and donations.

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 to set the bid letting date of June 18th @ 10:30 AM and public hearing date of June 25th @ 5:30 PM.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 05-3724 ORDERING CONSTRUCTION OF THE PUBLIC LIBRARY
AMPHITHEATER, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS
THEREFOR

Grimes Resolution No. 05-3724

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Public Library Amphitheater; and

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

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

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

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

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

Amphitheater project to be constructed at the Grimes Public Library site 200 NE Beaverbrooke Boulevard, Grimes, IA 50111. Improvements include approximately 400 SY of concrete paving, 60 SY of integral colored concrete, 600 SF of overwater boardwalk with composite decking, approximately 30 tons of dry laid stone seatwalls, and accessible parking stalls. Other miscellaneous items include a flagpole, bollard lighting, event power, landscaping, and perforated subdrains.

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

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to June 18, 2024, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on

such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on June 25, 2024, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on June 25, 2024.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

PUBLIC LIBRARY AMPHITHEATER
CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **Public Library Amphitheater** project at its meeting at **5:30 P.M. on the 25th day of June, 2024**, in the City Council Chambers, Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Grimes City Hall on the **18th day of June 2024**, at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 18th day of June 2024**, in said Grimes City Hall, 101 NE Harvey Street. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 25th day of June 2024**, in said City Council Chambers, 410 SE Main Street. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than July 15, 2024, and no later than September 1, 2024**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in July 2024.

Contract Documents

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

An electronic copy of the Contract Documents is available at www.grimesiowa.gov under the "Business" section by selecting "Bids & RFPs" then "Project Bids" for no cost. Project information, estimated total cost, and plan holder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from Bolton & Menk, 430 E Grand Avenue, Suite 101, Des Moines, Iowa 50309 for a fee of Twenty-Five Dollars (\$25.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call Bolton & Menk at 515-259-9190 in advance to reserve a paper copy.

Preference of Products and Labor

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

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

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

General Nature of the Public Improvement

PUBLIC LIBRARY AMPHITHEATER

Amphitheater project to be constructed at the Grimes Public Library site 200 NE Beaverbrooke Boulevard, Grimes, IA 50111. Improvements include approximately 400 SY of concrete paving, 60 SY of integral colored concrete, 600 SF of overwater boardwalk with composite decking, approximately 30 tons of dry laid stone seatwalls, and accessible parking stalls. Other miscellaneous items include a flagpole, bollard lighting, event power, landscaping, and perforated subdrains.

Bid Security

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

The City of Grimes reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Grimes and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

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

Payment

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

Sales Tax Exemption

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

Completion of Work

The Contractor shall substantially complete the overall project on or before **November 30, 2024**. Substantial completion for the overall project shall be defined as all items except plantings and sod or seed restoration. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project on or before **May 31, 2025**. Full completion of the overall project shall be defined as all surface restoration and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Two Hundred Fifty Dollars (\$250.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

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

Dated at Grimes, Iowa, this **28th day of May 2024**.

Scott Mikkelsen, Mayor

ATTEST:

Jake Anderson, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **29th day of May 2024**.

Published in a newspaper with local circulation on the **11th day of June 2024**.

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Autumn Park Trail Reconstruction – Setting the dates for the bid letting and public hearing.

BACKGROUND: The action that is in front of the council is to set the bid letting and public hearing dates for the Autumn Park Trail Reconstruction project. The proposed schedule for this project is to set the dates for the bid letting and public hearing on May 28th, hold the bid opening on June 18th @ 10:30 AM, hold the public hearing on June 25th @ 5:30 PM and award the project following the public hearing.

This project includes the reconstruction of the existing trail within the Autumn Park neighborhood. This project is scheduled to have a late start date of September 9, 2024 and reach substantial completion within fifty-five (55) working days and full completion by May 31, 2025. The project includes \$1,000/calendar day liquidated damages for non-compliance with substantial completion provisions and \$500/calendar day for non-compliance with full completion provisions.

BUDGETARY CONSIDERATIONS: The engineer's opinion of probable construction cost is estimated to be approximately \$560,000.00. This project will be funded through the Annual Sidewalk & Trail Projects line item in the 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 recommends that the City Council approves the resolution to set the bid letting date of June 18th @ 10:30 AM and public hearing date of June 25th @ 5:30 PM.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Aaron Jarosh, Staff Engineer, AJarosh@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Aaron Jarosh

RESOLUTION 05-3824 ORDERING CONSTRUCTION OF THE AUTUMN PARK TRAIL
RECONSTRUCTION, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF
BIDS THEREFOR

Grimes Resolution No. 05-3824

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Autumn Park Trail Reconstruction; and

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

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

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

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

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

The Autumn Park Trail Reconstruction project includes reconstruction of trail through the Autumn Park and Parkview Plaza developments from approximately 1,000 feet east of NW Brookside Drive to N James Street, and approximately 150 feet north of HWY 44 to NW 8th Street.

The improvements include construction of approximately 3,800 SY of existing trail removal, 4,600 SY of 6-inch PCC trail, 390 CY of earthwork, subgrade preparation, pavement removal, pedestrian traffic control, erosion control, and miscellaneous associated work necessary to complete the project.

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

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site

sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to June 18, 2024, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on June 25, 2024, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on June 25, 2024.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

AUTUMN PARK TRAIL RECONSTRUCTION

CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **Autumn Park Trail Reconstruction** project at its meeting at **5:30 P.M. on the 25th day of June, 2024**, in the City Council Chambers, Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Grimes City Hall on the **18th day of June, 2024**, at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 18th day of June, 2024**, in said Grimes City Hall, 101 NE Harvey Street. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 25th day of June, 2024**, in said City Council Chambers, 410 SE Main Street. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no later than September 9, 2024**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in July 2024.

Contract Documents

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

An electronic copy of the Contract Documents is available at www.grimesiowa.gov under the "Business" section by selecting "Bids & RFPs" then "Project Bids" for no cost. Project information, estimated total cost and plan holder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the City of Grimes Development Services Department, 410 SE Main Street, Grimes, Iowa 50111, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-986-4050 in advance to reserve a paper copy.

Preference of Products and Labor

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

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

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

General Nature of the Public Improvement

AUTUMN PARK TRAIL RECONSTRUCTION

The Autumn Park Trail Reconstruction project includes reconstruction of trail through the Autumn Park and Parkview Plaza developments from approximately 1,000 feet east of NW Brookside Drive to N James Street, and approximately 150 feet north of HWY 44 to NW 8th Street.

The improvements include construction of approximately 3,800 SY of existing trail removal, 4,600 SY of 6-inch PCC trail, 390 CY of earthwork, subgrade preparation, pavement removal, pedestrian traffic control, erosion control, and miscellaneous associated work necessary to complete the project.

Bid Security

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

The City of Grimes reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Grimes and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

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

Payment

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

Sales Tax Exemption

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

Completion of Work

The Contractor shall substantially complete the overall project within **fifty-five (55) working days**. Substantial completion for the overall project shall be defined as all removal, grading, and trail construction completed, with the new trail fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project on or before **May 31, 2025**. Full completion of the overall project shall be defined as all surface restoration and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

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

Dated at Grimes, Iowa, this **28th day of May, 2024**.

Scott Mikkelsen, Mayor

ATTEST:

Jake Anderson, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **31st day of May, 2024**.

Published in a newspaper with local circulation the **11th day of June, 2024**.

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Steven and Jill Shawhan Additional Temporary Easement Compensation and Grimes Utility Account Credit

BACKGROUND: The construction of the WRA Grimes Connector – Contract 3 project goes through the property of Steven and Jill Shawhan in previously acquired easements. The original easement negotiations included a provision for the Shahan’s to water the seeded disturbed areas from construction in exchange for a Grimes Utility Account credit. During the construction of the project the contractor encountered poor subsurface soil conditions and had a lack of staging area in this portion of the project that caused an increase of disturbed areas from construction activities. This increased the temporary easement areas utilized on their property and will increase the area of seeded surface restoration and proportionally increase the amount of watering required by the property owner. The property owner negotiated an additional \$2,500 for usage of the additional temporary easement areas and \$2,000 credit to accommodate the extra watering.

BUDGETARY CONSIDERATIONS: The total additional temporary easement compensation will be \$2,500 and the Grimes Utility Account credit will be \$2,000 from the overall project fund in the 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 city staff has reviewed the additional temporary easement compensation and Grimes Utility Account credit and recommends approval of the resolution.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Matt Ahrens

Return to: Matt Ahrens

RESOLUTION 05-3924 TO PROVIDE ADDITIONAL EASEMENT COMPENSATION TO
STEVEN AND JILL SHAWHAN FOR THE USAGE AND WATERING OF ADDITIONAL
TEMPORARY EASEMENT AREAS ON THEIR PROPERTY AT 400 NW 23RD COURT

Grimes Resolution No. 05-3924

WHEREAS, the City of Grimes (Grimes) is currently constructing a project called the WRA Grimes Connector – Contract 3 (Project) that is partially located on the property of Steven and Jill Shawhan (Property Owners) within previously acquired easements; and,

WHEREAS, during the construction of the project the contractor needed to utilize areas outside the easements due to poor subsurface soil conditions and lack of staging area on this portion of the project; and,

WHEREAS, this added to the disturbed area outside the previously acquired temporary easements on the property located at 400 NW 23rd Court and increased the seeded disturbed areas that the Property Owners originally agreed to water following surface restoration; and,

WHEREAS, the initial easement negotiations included a provision for the Property Owners to receive a Grimes Utility Account credit in exchange for the watering of seeded disturbed areas from construction activities;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Property Owners are granted an additional \$2,000.00 Grimes Utility Account credit for the purpose of watering additional seeded disturbed areas following completion of the surface restoration work on the project and \$2,500.00 for the usage of the additional temporary easement areas.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Capital Improvements Plan Update, Standpipe Improvements, Booster Pump Upgrades, and On-Call Services – McClure Engineering Company Professional Services Agreement.

BACKGROUND: The City of Grimes has identified the need for engineering services to develop a 5-year Capital Improvements Plan (CIP) for the water system, complete standpipe modifications & improvements, perform water system booster pump upgrades and establish on-call water system services for Central Iowa Water Works (CIWW) and City of Grimes water treatment and distribution items. The project includes the update to the water system 5-year CIP, standpipe improvements design & construction, water system booster pump upgrades design & construction and on-call water system services. This project will include some items that will be covered under the CIWW umbrella and the rest will be covered by the City of Grimes. The proposed cost distribution is 55% CIWW and 45% Grimes.

The staff selected McClure Engineering Company because of their background in water treatment and distribution design & planning and their previous work on the RO water treatment plant, water study and Phase 1A water system improvements.

BUDGETARY CONSIDERATIONS: The total fee proposed for the engineering services is a not to exceed amount of \$164,000 based off hourly rates and fixed expenses. The proposed split is CIWW at \$91,000 and Grimes at \$73,000, with the Grimes portion being covered by water enterprise funds.

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:

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

Prepared by: Matt Ahrens

Return to: Matt Ahrens

RESOLUTION 05-4024 TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES
WITH MCCLURE ENGINEERING COMPANY FOR THE CAPITAL IMPROVEMENT PLAN
UPDATE, STANDPIPE IMPROVEMENTS, BOOSTER PUMP UPGRADES, AND ON-CALL
SERVICES

Grimes Resolution No. 05-4024

WHEREAS, the City of Grimes (Grimes) desires to develop a 5-year Capital Improvements Plan (CIP) for the water system, complete standpipe modifications & improvements, perform water system booster pump upgrades and establish on-call water system services for Central Iowa Water Works and City of Grimes water treatment and distribution items; and,

WHEREAS, the engineering firm of McClure Engineering Company (Engineer), has experience in water treatment and distribution infrastructure design and planning, and is qualified to provide project administration, the 5-year CIP, the standpipe modifications design & construction, the booster station upgrades design & construction and on-call services for the water system;

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 engineering services related to the water system;

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

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CAPITAL IMPROVEMENT PLAN UPDATE, STANDPIPE IMPROVEMENTS, BOOSTER PUMP UPGRADES, AND ON-CALL SERVICES (MEC PROJECT #2024001210-000)

This Agreement is made and entered into this 28th day of May, 2024, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and McClure Engineering Company, 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	<u>CIWW</u>	<u>Non-CIWW</u>
a. 5-Year Capital Improvement Plan	\$66,000.00	\$8,000.00
b. Standpipe Modifications Design & Construction	N/A	\$17,500.00
c. Booster Station Upgrades Design & Construction	N/A	\$17,500.00
d. On-Call Services: Water System	\$15,000.00	\$20,000.00
e. Project Administration	\$10,000.00	\$10,000.00
f. Additional Services (Time and Material)		
Total (Not to Exceed)	\$164,000.00	

- 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 authorized 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 authorized 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: McClure Engineering Company
Attn: Gary Brons
Title: VP, Water
Address: 1360 NW 121st Street
City, State: Clive, IA 50325

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: Gary Brons

Scott Mikkelsen, Mayor

Title: Vice President, Water

ATTEST

Name: _____

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

I. Basic Services

Project Description

A. 5-Year Capital Improvement Plan (CIWW and Non-CIWW):

- Prepare recommendations for source, treated capacity, pumping, storage, and major distribution system improvements. The plan will be staged to show priorities and an implementation schedule for all improvements based on water demand projections.
- Include in plan recommendations for expansion of system into planned development areas based upon the City's Future Land Use Plan.
- Prepare budgetary Opinions of Probable Construction Cost for recommended improvements for 5-year CIP.
- Subtasks:
 - Ground Water Model Report (CIWW)
 - Identify needs and constraints for new groundwater supply, including existing Jordan Aquifer wells, proposed new Jordan Aquifer well, existing ASR well, future ASR well, and potential impacts of Jordan Aquifer rule.
 - Identify potential locations for new wellfield.
 - Research available hydrogeological data.
 - Estimate wellfield capacity and water quality.
 - Prepare conceptual wellfield schematics.
 - Evaluate impact of new well source on treatment scheme.
 - Hydrogeological modeling: complete computer modeling of Jordan Aquifer to determine future capacity and well spacing, considering Tier 1, Tier 2, and Tier 3 protection levels for well drawdown. Evaluate suitability of new Jordan wells.
 - Prepare hydrogeological study report with summary of findings and recommendations.
 - Hydraulic Model Update and Analysis (CIWW)
 - Review hydraulic model and update as necessary based on development and infrastructure improvements completed since the previous update in 2021.
 - Prepare hydraulic model scenarios required to evaluate CIP recommendations.
 - Analyze proposed connection with CIWW System via the City of Urbandale, including water main sizing, tank elevation, and pressure requirements.
 - Analyze proposed connection with CIWW System via the City of Johnston, including water main sizing, tank elevation, and pressure requirements.
 - Large Industrial User Infrastructure Planning (Non-CIWW)
 - Review requirements provided by the **OWNER** for new large industrial water users including expected water use, required pressure, location, and other pertinent information.

- Based on the requirements outlined by the **OWNER**, provide recommendations on the adequacy of the existing water system to provide service to the potential large user.
- Provide infrastructure or operational improvements required for the **OWNER** to provide water service to the potential large user.
- CIWW Capacity Planning and Allocation Process (CIWW)
 - Review of CIWW documents, files, and proposals provided to **CONSULTANT** by the **OWNER**.
 - Review and analyze historical population data, building permits, and water demand to create a method for the City to anticipate decision thresholds for building new water infrastructure and increasing allocation from CIWW
 - Provide a plan and schedule for increased allocations and infrastructure improvements.
- Prepare DRAFT Capital Improvements Plan and submit to **OWNER** for review and comment.
- Receive comments from **OWNER** and incorporate as applicable into final report.
- Provide three (3) hard copies of the final report. Provide one (1) copy of an electronic version of the deliverable documents in PDF format.
- Correspondence and meetings with **OWNER** and others as applicable

B. Standpipe Modifications Design and Construction (Non-CIWW) is anticipated to include, but may not be limited to:

- The **CONSULTANT** shall consult on a regular basis with the **OWNER** to clarify and define the **OWNER**'s requirements for the Project and review available data. The **OWNER** agrees to furnish the **CONSULTANT** full information with respect to the **OWNER**'s requirements, including any special or extraordinary consideration for the Project or special services needed, and to make available existing data.
- The **CONSULTANT** will provide monthly progress reporting and project invoices to the **OWNER**. Task also includes scheduling of staff, review of progress, and senior review of deliverables.
- The **CONSULTANT** will provide preliminary plan sheets to the **OWNER** for review and comment.
- The **CONSULTANT** will prepare bid documents including the **OWNER**'s front-end documents modified to support the Project.
- The **CONSULTANT** will provide budgetary estimate for re-coating the interior and exterior of the standpipe. If **OWNER** elects to move forward with preparation of design specifications, **CONSULTANT** will perform design, bidding, and construction phase consulting services as new Task Order under Part D, On-Call Services.
- The **CONSULTANT** shall provide a Final Opinion of Probable Construction Cost for the project.
- The **CONSULTANT** shall be available to answer questions from Contractors prior to the bid date and issue addenda as appropriate.

- The **OWNER** shall receive bids and the **CONSULTANT** shall tabulate bid results and advise the **OWNER** of the responsiveness of the bidders and assist the **OWNER** in making the contract award.
- The **CONSULTANT** shall conduct a pre-construction meeting after award of construction contract for the **OWNER'S** Contractor, subcontractors, and other interested parties.
- The **CONSULTANT** shall review shop drawings, samples, and other data the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with information given in the contract documents. The **CONSULTANT** shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The **CONSULTANT** shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.
- The **CONSULTANT** shall make visits to the site at intervals appropriate to the various stages of construction as the **CONSULTANT** deems necessary (estimated to be two (2) site visits per month minimum with up to weekly visits during peak construction activity periods) to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall determine, in general, if such work is proceeding in accordance with the Plans, and the **CONSULTANT** shall keep the **OWNER** informed of the progress of the work.
- The purposed of the **CONSULTANT'S** visits to the site will be to enable the **CONSULTANT** to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the **CONSULTANT'S** efforts as an experienced and qualified design professional, to provide for the **OWNER** a greater degree of confidence that the completed work of the Contractor will conformed to the Plans, and the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- The **CONSULTANT** shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the **CONSULTANT** have authority over or responsibility of the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failures of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.
- During such visits, the **CONSULTANT** may disapprove of or reject the Contractor's work while it is in progress if the **CONSULTANT** believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.
- The **CONSULTANT** shall conduct weekly progress meetings with the **OWNER** and Contractor to review progress, updated the project schedule, resolve conflicts, and determine any corrective actions if necessary. The **CONSULTANT** shall assist the Contractor in communicating upcoming construction activities with the adjacent businesses and property owners. For estimated purposes, four (4) weekly construction meetings will be held.

- The **CONSULTANT** shall prepare contractor pay requests and issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required.
- The **CONSULTANT** shall conduct an inspection in the company of the **OWNER** to determine if the work is substantially completed and a final inspection to determine if the completed work is acceptable. The **CONSULTANT** may recommend, in writing, final payment to the Contractor and may give written notice to the **OWNER** and the Contractor that the work is acceptable. This task will also include assembling final project documentation and certifications.
- This task consists of preparation of construction record drawings defining the actual location of improvements. The **CONSULTANT** shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Project Representative. The **CONSULTANT** shall provide the **OWNER** with one (1) reproducible copy of the record drawings in both paper and PDF format.
- The **CONSULTANT** will provide a Resident Project Representative (RPR) to perform construction observation services for the **OWNER** and at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the construction work are in general compliance with the Contract Documents. It is assumed that construction observation will be performed part-time, approximately ten (10) hours per week for four (4) weeks, unless otherwise noted herein.
- The RPR shall attend the preconstruction conference and subsequent on-site meetings during construction, as necessary.
- The RPR will review the Contractor's work for general compliance with Plans and Specifications. The RPR shall verify materials provided by the Contractor are in accordance with the Plans and Specifications. The RPR shall observe traffic control operations to ensure general compliance with the Contract Documents. The RPR shall prepare a weekly report of working days. The RPR shall measure and keep record of contract quantities for payment applications and observe and document testing required of the Contractor.

C. Booster Station Improvements Design and Construction (Non-CIWW) is anticipated to include, but may not be limited to:

- The **CONSULTANT** shall consult on a regular basis with the **OWNER** to clarify and define the **OWNER's** requirements for the Project and review available data. The **OWNER** agrees to furnish the **CONSULTANT** full information with respect to the **OWNER's** requirements, including any special or extraordinary consideration for the Project or special services needed, and to make available existing data.
- The **CONSULTANT** will provide monthly progress reporting and project invoices to the **OWNER**. Task also includes scheduling of staff, review of progress, and senior review of deliverables.
- The **CONSULTANT** will provide preliminary plan sheets to the **OWNER** for review and comment.
- The **CONSULTANT** will prepare bid documents including the **OWNER's** front-end documents modified to support the Project.

- The **CONSULTANT** shall provide a Final Opinion of Probable Construction Cost for the project.
- The **CONSULTANT** shall be available to answer questions from Contractors prior to the bid date and issue addenda as appropriate.
- The **OWNER** shall receive bids and the **CONSULTANT** shall tabulate bid results and advise the **OWNER** of the responsiveness of the bidders and assist the **OWNER** in making the contract award.
- The **CONSULTANT** shall conduct a pre-construction meeting after award of construction contract for the **OWNER'S** Contractor, subcontractors, and other interested parties.
- The **CONSULTANT** shall review shop drawings, samples, and other data the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with information given in the contract documents. The **CONSULTANT** shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The **CONSULTANT** shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.
- The **CONSULTANT** shall make visits to the site at intervals appropriate to the various stages of construction as the **CONSULTANT** deems necessary (estimated to be two (2) site visits per month minimum with up to weekly visits during peak construction activity periods) to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall determine, in general, if such work is proceeding in accordance with the Plans, and the **CONSULTANT** shall keep the **OWNER** informed of the progress of the work.
- The purposed of the **CONSULTANT's** visits to the site will be to enable the **CONSULTANT** to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the **CONSULTANT's** efforts as an experienced and qualified design professional, to provide for the **OWNER** a greater degree of confidence that the completed work of the Contractor will conformed to the Plans, and the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- The **CONSULTANT** shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the **CONSULTANT** have authority over or responsibility of the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failures of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.
- During such visits, the **CONSULTANT** may disapprove of or reject the Contractor's work while it is in progress if the **CONSULTANT** believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.
- The **CONSULTANT** shall conduct weekly progress meetings with the **OWNER** and Contractor to review progress, updated the project schedule, resolve conflicts, and

- determine any corrective actions if necessary. The **CONSULTANT** shall assist the Contractor in communicating upcoming construction activities with the adjacent businesses and property owners. For estimated purposes, four (4) weekly construction meetings will be held.
- The **CONSULTANT** shall prepare contractor pay requests and issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required.
 - The **CONSULTANT** shall conduct an inspection in the company of the **OWNER** to determine if the work is substantially completed and a final inspection to determine if the completed work is acceptable. The **CONSULTANT** may recommend, in writing, final payment to the Contractor and may give written notice to the **OWNER** and the Contractor that the work is acceptable. This task will also include assembling final project documentation and certifications.
 - This task consists of preparation of construction record drawings defining the actual location of improvements. The **CONSULTANT** shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Project Representative. The **CONSULTANT** shall provide the **OWNER** with one (1) reproducible copy of the record drawings in both paper and PDF format.
 - The **CONSULTANT** will provide a Resident Project Representative (RPR) to perform construction observation services for the **OWNER** and at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the construction work are in general compliance with the Contract Documents. It is assumed that construction observation will be performed part-time, approximately ten (10) hours per week for four (4) weeks, unless otherwise noted herein.
 - The RPR shall attend the preconstruction conference and subsequent on-site meetings during construction, as necessary.
 - The RPR will review the Contractor's work for general compliance with Plans and Specifications. The RPR shall verify materials provided by the Contractor are in accordance with the Plans and Specifications. The RPR shall observe traffic control operations to ensure general compliance with the Contract Documents. The RPR shall prepare a weekly report of working days. The RPR shall measure and keep record of contract quantities for payment applications and observe and document testing required of the Contractor.

D. On-Call Services: Water System (CIWW and Non-CIWW) is anticipated to include, but may not be limited to:

- **CONSULTANT** agrees to provide technical assistance on an as requested basis for the client. General technical assistance requests and services will be billed under Task Order #1.
- Provide assistance to **OWNER** to switch existing chloramination system to free chlorine system. Services will be billed under Task Order #2. (CIWW Task)
- Provide assistance to **OWNER** to analyze connection with XENIA Rural Water District. Work to include analysis of providing water to XENIA, receiving water from

XENIA, and analysis of tank levels and required distribution pressures. Services will be billed under Task Order #3.

- **CONSULTANT** and **OWNER** shall add additional scope to the On-Call Services under separate Task Orders.

E. Project Administration

The **CONSULTANT**'s staff will maintain coordination with **OWNER** staff, prepare and distribute progress reports, prepare meeting minutes, conduct general communication with the **OWNER**, and complete and submit invoicing.

F. Additional Services

At the request of the **OWNER**, additional scope tasks may be added to the Contract. **CONSULTANT** will work with the **OWNER** to define the scope and provide additional services on a time and material basis.

II. Future Planning Phase, Design Phase, Construction Phase & Additional Services

- A. If applicable, future planning phase, design phase, construction phase and/or additional services not previously identified as included in the Basic Services shall be negotiated via amendment to this contract between **CONSULTANT** and **OWNER**.

III. Timeline

A. General Schedule

The **CONSULTANT** shall perform services upon the estimated project schedule as detailed in Attachment 2 – Project Schedule.

B. Schedule Delays

The **CONSULTANT** shall not be responsible for delays in the schedule that are beyond the **CONSULTANT**'s control.

IV. Fee Schedule

This Agreement is Hourly and based on 2024 Billing Rates, as outlined in Attachment 3 – Schedule of Fees.

V. Additional Services Not Included in this Agreement

Should additional services be determined necessary for the successful completion of the proposed project, such additional services shall be included by amendment, with related adjustment for fees and project schedule as applicable.

The following services are excluded from the Basic Services, but may be performed by the **CONSULTANT** upon written amendment to this agreement.

1. Media correspondence and public outreach planning documents.
2. Boundary survey and/or retracement of existing lots to set missing monuments.
3. Preparation of Acquisition Plats and Legal Descriptions.
4. Right-of-Way and easement staking.

5. Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
6. Grant Administration.
7. Right-of-Way Services, including Individual Parcel Exhibits, Preparation of Parcel Files, Appraisals and Compensation Estimates, Appraisal Review, Right-of-Way Negotiations/Acquisitions, Closing, Condemnation Services.
8. Material testing services.
9. Any permits that are not specifically identified or addressed, including publication fees associated with permit applications, shall be considered above and beyond the scope of services as identified herein.
10. Project management and coordination tasks beyond the scheduled project completion period.
11. Other services not specifically outlined in this Agreement.

ATTACHMENT 2 - PROJECT SCHEDULE

The estimated time of completion of the proposed scope of services under this Agreement is as follows:

A – 5-Year Capital Improvement Plan

Anticipated completion of Consultants work by September 1, 2024. Additional coordination with regulatory agencies, City staff, and CIWW may occur beyond September 1, 2024.

B – Standpipe Modifications Design and Construction

Substantial completion of work is anticipated by December 1, 2024. However, completion dates are estimates only as work is recommended to be performed outside of periods of anticipated peak water demands when the standpipe can be removed from service for modifications.

C – Booster Station Improvements Design and Construction

Substantial completion of work is anticipated by December 1, 2024. However, completion dates are estimates only due to variability of lead time of associated equipment and electrical components.

D – On-Call Services: Water System

TBD - based upon Scope of Services requested by Owner.

ATTACHMENT 3 - SCHEDULE OF FEES**CONSULTANT'S CURRENT STANDARD HOURLY RATE SCHEDULE****EXHIBIT B****McCLURE ENGINEERING COMPANY**

HOURLY RATE SCHEDULE

(Effective 1/1/2024 through 12/31/2024)



PERSONNEL	HOURLY RATE
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional.....	\$185 - \$285
Professional.....	\$155 - \$185
Junior Professional	\$125 - \$155
Senior Technician	\$155 - \$175
Technician.....	\$115 - \$135
Landscape Architect	\$125 - \$160
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative.....	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew	\$280
2 Member Survey Crew	\$210
1 Member Survey Crew	\$135
EQUIPMENT	
3D Scanner per Scan	\$30.00
Photogrammetry Drone per Flight.....	\$125.00
Sonar Boat	\$125.00
LiDAR Drone per Flight.....	\$250.00
MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate).....	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	Per Contract

*Rates are subject to change based on billing rates for future years

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the current standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.
4. All other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1, or upon written notification of **CONSULTANT**.

OWNER'S RESPONSIBILITIES:

- Owner is responsible for accuracy and completeness of information provided to **CONSULTANT**.
- Owner will provide **CONSULTANT** with full information as to Owner's requirements for the project.
- Owner will provide timely response to questions in order to meet anticipated deadlines as outlined in this Agreement.
- Owner will pay **CONSULTANT** as follows:

Fee Summary:

The Owner will compensate **CONSULTANT** for the Scope of Service identified as included in this Agreement as follows:

Capital Improvement Plan Update, Standpipe Improvements, Booster Station Upgrades, and On-Call Services - (Hourly Not to Exceed) \$ 164,000.00.

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: 2023 CIPP Lining Program – Foth Infrastructure and Environment, LLC. Professional Services Agreement Amendment No. 1 for engineering construction services.

BACKGROUND: The 2023 CIPP Lining Program project was bid in January and the construction contract awarded, which moved the project from the design phase to the construction phase. The PSA with Foth Infrastructure and Environment, LLC. (Foth) was setup to add the engineering services required during construction after award of the construction contract. Foth will be providing the following engineering construction services: construction administration. The construction is currently being completed with project substantial completion expected to occur this summer.

BUDGETARY CONSIDERATIONS: The total fee proposed for the construction engineering services is \$13,000.00. Following our review, this appears to be a reasonable fee for this work.

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 the Professional Services Agreement Amendment No. 1 and recommends approval by the City Council.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Matt Ahrens

Return to: Matt Ahrens

RESOLUTION 05-4124 TO AMEND CONTRACT FOR PROFESSIONAL SERVICES WITH
FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC. FOR THE 2023 CIPP LINING
PROGRAM

Grimes Resolution No. 05-4124

WHEREAS, the City of Grimes (Grimes) entered into a Professional Services Agreement (PSA) with Foth Infrastructure and Environment, LLC. (Foth) for consulting services for the 2023 CIPP Lining Program on September 12, 2023; and,

WHEREAS, it was determined that there was a need for additional services to be added to the PSA consisting of construction administration; and

WHEREAS, Foth has proposed the attached PSA Amendment that has a scope of work to be supplied by Foth and compensation to be paid by Grimes for their additional consulting services related to the 2023 CIPP Lining Program; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, the Mayor is authorized to execute the PSA Amendment with Foth on behalf of the City of Grimes.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

**PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 1
PROJECT NO. 0023G028.00**

THIS AMENDMENT, made and entered into this 28 day of May, 2024 by and between, the **CITY OF GRIMES, IOWA**, hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the "Consultant", for professional services in connection with 2023 CIPP Lining Program, hereby amends the original Agreement dated September 12, 2023 to include additional services associated with the following tasks:

II. CONSTRUCTION PERIOD SERVICES

The work tasks to be performed or coordinated by the Consultant during the Construction Period Services shall include the following:

A. CONSTRUCTION ADMINISTRATION

Construction Administration services shall consist of services to assist the City in implementing the construction contract for this project. The items below are the major work tasks to complete the construction administration services and are not intended to include all items of work related.

Task 1 - Project Management and Coordination

The project manager will be responsible for the development and tracking of the Consultants project plan and project development. This task includes task identifications, staff scheduling and coordination, project communications, progress reporting, invoicing, and other important elements of the project. For estimating purposes, it is assumed that the project will be completed in September 2024.

Task 2 - Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting prior to construction beginning for the City's Contractor, subcontractors, utility companies, and other interested parties.

Task 3 - Public Information Meetings

Task not used.

Task 4 - Public Communication Material

Task not used.

Task 5 - Shop Drawings

The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 6 - CCTV Review

In connection with City staff's observations of the Contractor's work while it is in progress:

- a. The Consultant shall review contractor provided CCTV at intervals appropriate to the various stages of construction as the Consultant deems necessary or as requested by the City to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained

during such video review and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.

Task 7 - Pay Requests

Task not used. The City shall prepare contractor pay requests with the assistance of the Contractor.

Task 8 - Design Interpretation Questions

The Consultant shall answer design interpretation questions from the City, Contractor, review agencies, and utilities.

Task 9 - Minor Plan Modifications

The Consultant shall provide minor design modifications during construction necessary due to changed field conditions, such as utility conflicts, and as requested by the City. Item includes creating and issuing revised plan sheets. For budget considerations it is assumed that there will be two (2) minor plan modifications requiring revised plan sheets.

Task 10 - Change Order Preparation

The Consultant shall issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required.

Task 11 - Record Drawings

The Consultant shall prepare record drawings showing those changes made during construction, based on plan changes issued and the marked-up drawings and other data furnished by the Contractor and the City Construction Observer. The Consultant will prepare a draft of the record drawings in electronic form at the conclusion of 2024 construction and make it available to the City for review. Following the conclusion of the project, the Consultant shall provide the City with one (1) reproducible copy of the record drawings.

Task 12 - Construction Meetings

The Consultant shall attend construction meetings, assume three (3), with the City and the Contractor as requested to monitor progress, answer questions, resolve issues and look to the schedule in the future. The City shall prepare an agenda and issue minutes.

Task 13 - Utility Coordination – Task not included

Task 14 - Limited Private Utility Observation – Task not included

Task 15 - Final Inspections and Project Close-Out

The Consultant shall conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable.

In consideration for these services, the City agrees to increase the compensation for services performed by the Consultant. These fees are based on the current standard hourly rates of the Consultant's personnel engaged in the performance of the services, plus direct out-of-pocket costs for expenses incurred by personnel who are engaged in the work and other direct costs. The total Hourly Not-to-Exceed fees for the professional engineering services as described in this amendment are as follows:

I. Construction Period Services	
A. Construction Administration	\$ 13,000.00
Total	\$ 13,000.00

THIS AMENDMENT is subject to all provisions of the original Agreement.

THIS AMENDMENT, together with the original Agreement represents the entire and integrated AGREEMENT between the City and Engineer.

THIS AMENDMENT executed the day and year written above.

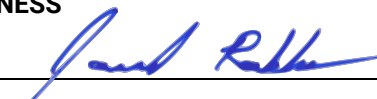
FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.

CITY OF GRIMES, IOWA

By: 
Joshua C. DeBower, P.E.
Local Municipal Lead

By: _____
Scott Mikkelsen, Mayor

WITNESS

By: 
Jared Rokke, P.E.
Lead Engineer/Project Manager

ATTEST

By: _____

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: S James St. and SW/SE 19th St. Temporary Traffic Signalization– 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.

Iowa Signal, Inc. started this project in the Spring of 2023 and fully completed the project later that year. There is a retainage payment to be made 30 days following project acceptance.

BUDGETARY CONSIDERATIONS: This project's final construction contract amount is \$47,878.50 which is \$2,500 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 Iowa Signal, Inc. in the final contract amount of \$47,878.50.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 05-4224 ACCEPTING THE S JAMES ST. AND SW/SE 19TH ST.
TEMPORARY TRAFFIC SIGNALIZATION

Grimes Resolution No. 05-4224

WHEREAS, on the **28th** day of **March, 2023**, the Mayor and Clerk of the City of Grimes, Iowa, entered into a construction contract with **Iowa Signal, Inc. of Grimes, Iowa**, for the construction of certain public improvements generally described as the S James St. and SW/SE 19th St. Temporary Traffic Signalization; 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 **May 28, 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 **\$47,878.50**, as shown in the report of the Engineer.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

CERTIFICATE OF COMPLETION

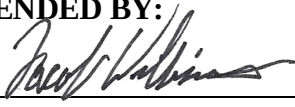
**S JAMES STREET AND SW/SE 19TH STREET
TEMPORARY TRAFFIC SIGNALIZATION
GRIMES, IOWA – 2023**

May 28, 2024

We hereby certify that we have made an on-site review of the completed construction for the above referenced project as performed by Iowa Signal, Inc.

As Construction Administrators and Observers for the project, it is our opinion that the work is in substantial accordance with the plans and specification and that the final amount of the contract is Forty-Seven Thousand Eight-Hundred Seventy-Eight Dollars and Fifty Cents (\$47,878.50).

RECOMMENDED BY:

Signed: 

Printed Name: Jacob Williams

Title: Project Civil Engineer

Date: 2/28/2024

Accepted: **CITY OF GRIMES, IOWA**

Signed: _____

Printed Name: _____

Title: _____

Date: _____

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: SE Trail Ridge Road Reconstruction – Project Acceptance.

BACKGROUND: The actions that are in front of the council are to provide appropriate actions on a final change order and final & 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.

Sternquist Construction, Inc. started this project in the Spring of 2023 and fully completed the project in spring of 2024. There is a retainage payment to be made 30 days following project acceptance.

BUDGETARY CONSIDERATIONS: This project's final construction contract amount is \$1,425,769.32 which is \$19,496.23 less 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 Sternquist Construction, Inc. in the final contract amount of \$1,425,769.32.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 05-4324 ACCEPTING THE SE TRAIL RIDGE ROAD RECONSTRUCTION

Grimes Resolution No. 05-4324

WHEREAS, on the 14th day of March, 2023, the Mayor and Clerk of the City of Grimes, Iowa, entered into a construction contract with Sternquist Construction, Inc. of Indianola, Iowa, for the construction of certain public improvements generally described as the SE Trail Ridge Road Reconstruction; 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 May 28, 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 \$1,425,769.32, as shown in the report of the Engineer.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

CERTIFICATE OF COMPLETION

SE Trail Ridge Road Reconstruction

Grimes, Iowa

May 28, 2024

This is to certify that the construction improvements on the *SE Trail Ridge Road Reconstruction* project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is **\$1,425,769.32**. I hereby recommend acceptance of the project.

Respectfully submitted,



*Aaron Jarosh, P.E.
Civil Engineer
City of Grimes
Iowa License Number 25709*

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Resolution Approving Address Updates Across Grimes

BACKGROUND: During preparation of the new address ordinance, staff found multiple private parcels which did not have their existing property address on file with the Polk County Auditor's office. This information flows onto their tax statements and data is used within the Assessor's office. The attached exhibit describes each parcel and the item needing updating. Exhibits A, B, and C, are city properties where we are setting up our address for the facilities. Exhibits D, E, F, and G are private property owners who need to have their address updated with the Polk County Auditor's office. The reason could be a readdress request, corner lot addressing, or missing existing property address for the parcel. Each private property owner has consented and is aware of this process. Exhibits H and I are City Right Of Way platted parcels that have had their street names changed with new plats.

BUDGETARY CONSIDERATIONS: None

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: Staff recommends approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Greg Jameson, GIS Technician, GJameson@grimesiowa.gov

Prepared by:

Greg Jameson

Return to: Greg
Jameson

RESOLUTION 05-4424 APPROVING ADDRESS UPDATES ACROSS GRIMES

Grimes Resolution No. 05-4424

WHEREAS, the City of Grimes has adopted an Addressing Ordinance for the city to follow.

WHEREAS, during our addressing review, multiple parcels were missing or had incorrect addresses on file with Polk County Auditor's Office.

WHEREAS, the private property owners have been notified and have consented to have their existing property address be updated by Polk County Auditors office.

WHEREAS, Exhibits A through G describe parcels which need their property address updated and Exhibits H and I describe platted City Right-of-Way parcels which need the street name updated.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the following parcels in the attached exhibit be assigned the corrected data. A copy of this resolution shall be filed of record with the Polk County, Iowa recorder.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

Exhibit A

Parcel Number: 7925.16.126.016

BEG 155.33F W OF NE COR THN W 100F ALNG N LN S 60F E 100F N 60F TO POB LT 1
CAPITOL CITY PARK

Property Address: 2402 SE 37th Street

Exhibit B

Parcel Number: 7925.08.427.008

S 50F W 85F LT 25 GATEWAY BUSINESS PARK

Property Address: 3253 SE Gateway Drive

Exhibit C

Parcel Number: 8025.29.300.013

PARCEL O BK 15781 PG 373 BEG NW COR THN W 309.32F S 878.20F W 313.49F N
876.63F POB SE 1/4 SW 1/4 SEC 29-80-25

Parcel Number: 8025.29.300.009

S 450F W 250F SE 1/4 SW 1/4 SEC 29-80-25

Property Address: 1850 NE Park Drive

Exhibit D

Parcel Number: 8025.32.452.009

LOT 3 HOPE COMMERCIAL PLAT 2

Property Address: 1301 E 1st Street

Exhibit E

Parcel Number: 8025.32.356.005

ALLEY LYG S & ADJ & S 56F LTS 1 & 2 & S 10F N 76F E 14F LT 2 BLK 10 CHANNONS
NORTH ADDITION TO GRIMES

Property Address: 207 NE Ewing Street

Exhibit F

Parcel Number: 7925.09.378.007

-EX BEG SE COR LT 2 THN W 267.16F NWLY ALNG CRV 47.09F N 82.55F NLY ALNG CRV 40.6F SE 4.83F SLY ALNG CRV 107.42F SELY ALNG CRV 13.93F SELY ALNG CRV 23.8F ELY ALNG CRV 5.12F E 264.54F SE 10.34F TO POB- & -EX LYG W OF LN BEG 267.16F W OF SE COR LT 2 THN

Property Address: 3601 SE Destination Drive

Exhibit G

Parcel Number: 7925.05.351.001

LOT 1 SOUTH JAMES PLAT 1

Property Address: 1801 S James Street

Exhibit H

LOT A DESTINATION RIDGE PLAT 2

Street Name is SE 3rd Street

Exhibit I

LOT B -EX BEG NW COR LOT C THN E 880.23F ELY ALNG CRV 85.74F SW 60F WLY ALNG CRV 76.04F W 880.23F N 60F TO POB- HOPE COMMERCIAL PLAT 2

Street Name is NE Heritage Drive

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Notice and Intent to Vacant a Certain Public Detention Easement in James Pointe and Setting Public Hearing

BACKGROUND: As part of the site plan for James Point Townhomes, located at the southwest corner of North James Street and NW 27th Street, the area of the existing public detention easement on the property was adjusted to better accommodate the proposed development. As such, the existing public detention easement is proposed to be vacated and a new detention easement will be established for the site.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: No

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval of the Resolution.

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

RESOLUTION 05-4524 ON NOTICE AND INTENT TO VACANT A CERTAIN PUBLIC
DETENTION EASEMENT IN JAMES POINTE AND SETTING PUBLIC HEARING

Grimes Resolution No. 05-4524

WHEREAS, the City of Grimes is the holder of certain detention easements within city limits located in James Pointe, namely:

A Detention Easement provided under the James Pointe Plat 2 Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, filed in the records of the Polk County recorder on April 20, 2011 at Book 13829 Page 356 (the "Existing Storm Water Agreement") and more specifically described as follows:

Beginning at the Northeast corner of Lot 30, James Pointe Plat 2, an official plat, Grimes, Polk County, Iowa, said point also being on the West right-of-way line of North James Street, as it is presently established; thence S89°55'21"W, 296.00 feet along the North line of Lots 26 thru 30 of said James Pointe Plat 2; thence N00° 04'39"W, 202.13 feet along the East line of Lots 23 thru 26 of said James Pointe Plat 2; thence N89°55'21"E, 15.00 feet; thence S75°00'00"E, 177.68 feet; thence S30°00'00"E, 156.81 feet; thence N89°55'21"E, 31.22 feet to the East line of Outlot 'Z' of James Pointe, an official plat, Grimes, Polk County, Iowa and to said West right-of-way line of North James Street; thence S00°04'39"E, 20.00 feet along said East line and said West right-of-way line to the Northeast corner of said Lot 30, and to the Point of Beginning (the "Detention Easement"), and other land; and

WHEREAS, as a condition to the re-platting of Outlot "Z" in James Pointe, an Official Plat, now included in and forming a part of the City of Grimes, the developer is required to execute a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement which will grant a detention easement to the City to serve the property within the James Point Townhomes development on Outlot "Z" in James Pointe an Official Plat, now included in and forming a part of the City of Grimes; and;

WHEREAS, the Detention Easement does not presently detain drainage from properties located within James Pointe Plat 2; and

WHEREAS, the City of Grimes intends to vacate, release, terminate and dispose of said Detention Easement in accordance with Section 364.7 of the Iowa Code, upon the condition that the developer grant and convey to the City a new Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to serve the property within Outlot "Z" in James Pointe, an Official Plat, now included in and forming a part of the City of Grimes, and upon the further condition that all other aspects of the Existing Storm Water Agreement, including easements granted over other property described in said Existing Storm Water Agreement, shall remain in full force and effect.

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

1. That pursuant to Iowa Code Section 364.7, a public hearing shall be held on June 25th, 2024 at 5:30 p.m. at the Grimes Community Complex, 410 SE Main Street, Room 202 Grimes,

Iowa 50111, regarding the proposal to partially vacate the Existing Storm Water Agreement to release the Detention Easement in Outlot "Z" in James Pointe by the City of Grimes.

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

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

NOTICE OF PUBLIC HEARING FOR THE CITY OF GRIMES TO CONSIDER VACATING
CERTAIN PUBLIC DETENTION EASEMENT IN JAMES POINTE

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa, will meet at the Grimes Community Complex, 410 SE Main Street, Room 202 in the City of Grimes, Iowa, 50111 at 5:30 p.m. on the 25th day of June, 2024, regarding the proposal to modify the James Pointe Plat 2 Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, filed in the records of the Polk County recorder on April 20, 2011 at Book 13829 Page 356, to specifically terminate and release by the City of Grimes a certain Detention Easement described in said Agreement, which encumbers Outlot "Z" in James Pointe, an Official Plat now included in and forming a part of the City of Grimes, Polk County, Iowa and is more particularly described as:

Beginning at the Northeast corner of Lot 30, James Pointe Plat 2, an official plat, Grimes, Polk County, Iowa, said point also being on the West right-of-way line of North James Street, as it is presently established; thence S89°55'21"W, 296.00 feet along the North line of Lots 26 thru 30 of said James Pointe Plat 2; thence N00° 04'39"W, 202.13 feet along the East line of Lots 23 thru 26 of said James Pointe Plat 2; thence N89°55'21"E, 15.00 feet; thence S75°00'00"E, 177.68 feet; thence S30°00'00"E, 156.81 feet; thence N89°55'21"E, 31.22 feet to the East line of Outlot 'Z' of James Pointe, an official plat, Grimes, Polk County, Iowa and to said West right-of-way line of North James Street; thence S00°04'39"E, 20.00 feet along said East line and said West right-of-way line to the Northeast corner of said Lot 30, and to the Point of Beginning.

at which time and place the City Council will hold a public hearing on a proposed Resolution Vacating Certain Public Detention Easement in James Pointe. Such Resolution is entitled as follows:

RESOLUTION ON NOTICE AND INTENT TO VACATE A CERTAIN PUBLIC DETENTION
EASEMENT IN JAMES POINTE AND SETTING PUBLIC HEARING

For all the particulars of the proposed easement vacation, see the proposed Resolution entitled as set forth above now on file at the Grimes City Hall with the City Clerk of the City of Grimes.

All interested persons may appear at the public hearing and at such time and place the Grimes City Council will consider any objections to the proposed Resolution and give all interested persons an opportunity to be heard. This Notice is given by order of the City Council of the City of Grimes, Iowa.

City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Resolution to Approve Electrical Repair Services Contract

BACKGROUND: The City of Grimes Public Works Department requested proposals on May 15, 2024 to provide Electrical Repair Services within the City of Grimes. Kline Electric provided all requested materials and supplied the lowest cost proposal. Staff feels that Kline is fully qualified to meet the terms of the agreement. Staff has worked with Kline Electric previously and is comfortable moving forward with accepting the proposal and awarding the contract for Electrical Repair Services to Kline Electric.

BUDGETARY CONSIDERATIONS: These services will be paid for out of budgeted funds

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 recommends 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 ELECTRICAL REPAIR SERVICES CONTRACT

Grimes Resolution No. 05-4624

WHEREAS, the Public Works Department requested proposals from several businesses for Electrical Repair Services; and,

WHEREAS, 3 proposals were submitted; 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, Kline Electric provided the most advantageous pricing as well as receiving the highest score; and;

WHEREAS, Staff has worked with Kline previously and believe that they will continue to provide exceptional services;

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 Kline Electric to provide Electrical Repair Services as described in the attached Request for Proposal.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

KLINE ELECTRIC PROPOSAL
CITY OF GRIMES
“ELECTRICAL REPAIR SERVICES”

SPECIFICATIONS

ELECTRICAL REPAIR SERVICES CITY OF GRIMES

I. STATEMENT OF PROJECT

- A. The intent and purpose of this Request for Proposal is to establish a contract to provide ELECTRICAL Repair Services at various City facilities owned or operated by the City of Grimes.
- B. The City will have sole discretion when selecting the Contractor. All responsive information submitted in the Request for Proposal will be evaluated and considered. The City reserves the right to select the Contractor whom the City believes will perform best pursuant to the terms and conditions of this Request for Proposal. Cost is one of the multiple factors the City will consider in selecting the Contractor. Other factors that will be considered include but are not limited to past comparable experience, references, equipment, and any other relevant consideration the City believes will affect the Contractor's ability to perform in accordance with the terms and conditions in this Agreement.

II. SCOPE OF WORK

- A. Contractor shall furnish all labor, equipment, supplies, and required materials to service and repair various types of ELECTRICAL equipment and fixtures at various facilities owned or operated by the City on an as-needed basis. This service shall include emergency coverage on a 24-hour, 7 day per week basis.
- B. Contractor shall supply, deliver, and perform services necessary to complete all ELECTRICAL repairs and services on an as-needed basis. This service may include, but is not limited to, streetlight repair and installation, commercial electrical repair and installation, wiring, fixtures, appliances and/or appurtenances in connection with various electrical systems.
- C. All electrical wiring, connections and equipment provided shall conform to the current standards of the National Electrical Manufacturer's Association (NEMA), and all materials and work shall conform to the current requirements of the National Electrical Code (NEC) as adopted by Grimes, National Electric Safety Code (NESC), and the Standards of the American Society for Testing Materials (ASTM), the American Standards Association (ASA), and Grimes ordinances. Miscellaneous electrical equipment and materials shall be Underwriters Laboratories (UL) approved. Contractor must have immediate access to a bucket truck and excavating equipment to routinely repair streetlights.
- D. Contractor shall receive notification via phone call, email and/or text message for scheduled work. Notification for Emergency work will be by phone call. An email address is required for all staff that need to have notification of pending work.

E. Contractor shall provide requested work as follows:

1. Contractor shall obtain all local, state, or federal licenses and permits necessary to complete this work.
2. Contractor shall leave any job site in a clean, safe, and orderly fashion.
3. Contractor is responsible to repair any damage caused to City owned or operated facilities and or equipment while engaged in doing this work.
4. Contractor shall follow all OSHA regulations and perform the work in a safe manner.
5. No part of any work performed under this contract may be subcontracted, without the City's prior approval, to other contractors or individuals not included and covered by the Contractor's insurance.

III. PERFORMANCE REQUIREMENTS

- A. **Personnel.** The Contractor shall provide the City with the names, addresses, and telephone number(s) and email addresses for at least **two** designated contact personnel responsible for ensuring response to the City's request for service. At least one of the contacts will be available and accessible twenty-four (24) hours per day, during the period the Agreement is in force including Saturdays, Sundays, and holidays.
- B. **Response Time.** The Contractor shall respond and begin any remediation/repair within two (2) hours after notification of an emergency call for service. In non-emergency repairs, the Contractor shall initiate work within twenty-four (24) hours from notification.
- C. **Authority/Direction.** The Contractor and their designated personnel shall respond to requests given by the City in a positive, courteous, and timely manner. The City reserves the right to reject any piece of equipment or personnel from continued or further engagement of services due to incompetence or inability of equipment to function properly for the requested services.
- D. **Property Damage.** The Contractor shall be responsible for any and all damage to private and public property (including public utilities) while performing services. Any damages caused by the Contractor shall be repaired to new or better condition as soon as practicable. The City has the option to withhold payment until proper repair or cleanup has been made.
- E. **Confined Space Entry Certification.** Prior to commencing work, Contractor will be required to provide proof on training certifications for confined space entry relevant to CFR 1910.146 on all personnel assigned to perform such tasks.

IV. PAYMENT

Contractor will be paid in arrears. Invoices must contain the contract number, location and detail on services provided. Invoices shall be sent to:

City of Grimes Finance Director
Accounts Payable
101 NE Harvey St
Grimes, IA 50111
accountspayable@grimesiowa.gov

V. CONTRACTOR'S PERSONNEL AND EQUIPMENT

- A. Any Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in the facility.
- B. No loud or boisterous conduct will be permitted.
- C. All Contractor personnel will have governmental issued identification. Accepted forms of identification shall be a valid state issued driver's license, or state issued identification.
- D. All equipment must be OSHA certified and/or meet all OSHA requirements. The Contractor must provide its own materials, equipment, chemicals, transportation, miscellaneous supplies, tools, personal protective equipment, ladders, scaffolding, power equipment, vehicles, etc., as needed to safely perform the requested repair services.

VI. LENGTH OF AGREEMENT

- A. Contract Term. The initial term of this contract shall be effective for the period of two (2) years from the date of execution. The City reserves the right to renew this contract on an annual basis per the same terms and conditions as set forth in the resulting contract. Any renewal contract requires the written, mutual consent of both the City and the Contractor prior to the expiration of the initial term and any subsequent term. Contract award and renewals shall be limited to a total of five (5) years from the original executed contract date. A renewal contract will have a 3% cost of living service increase for every year the contract is in effect for the length of the contract.
- B. Agreement Termination. This Contract may be terminated for any reason by the City during the contract period, subject to a thirty (30) day written notice being delivered by registered mail to the Contractor at the address referenced on the proposal form.

VII. INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain through the term of the contract, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the contract, but in no event, are such terms and limits to be less than those set forth below. The limits of liability under insurance policies required by the contract shall in no-way limit the

Contractor's actual liability.

- A. Commercial General Liability: Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The limits can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be named as additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Grimes.

Bodily Injury & Property Damage - Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury - Per Person	\$1,000,000
General Aggregate on the Above	\$2,000,000
Products & Completed Operations General Aggregate	\$2,000,000
Fire Damage Limit	\$100,000
Medical Expense Limit	\$5,000

- B. Business Automobile Liability Insurance: Including coverage for all owned, non- owned and hired automobiles with limits of liability not less than the following. The City of Grimes would be added as an additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Grimes.

Bodily Injury & Property Damage – Each Accident	\$1,000,000
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- C. Workers Compensation and Employers Liability: As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Grimes.

Part 1- Workers Compensation Benefits	Statutory
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- D. Employers Liability:

Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

- E. Umbrella Liability: The Contractor will maintain umbrella liability insurance in excess of the general liability, automobile liability and employer's liability insurance described above which is at least broad as all underlying policies including but not limited to additional insured, waiver of subrogation and primary and non- contributory.

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

- F. Installation Floater: The Contractor will maintain an installation floater policy that insures

property while stored off premises, while in transit and until it has been installed/incorporated into the building or structure undergoing construction, renovation or repair with a limit commiserate to the value of the property being installed.

Before providing any services, the Contractor shall furnish an insurance certificate to the City, showing adequate insurance to be in force.

Any City approved subcontractors utilized shall be subject to the same insurance requirements above.

VIII. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall hold harmless, indemnify and defend the City and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character both to person and property, arising out of, related to or connected to this contract or by reasons of the Contractor's performance under the contract.

This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgements, awards, decrees, attorney's fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by or assessed to the City, its officials, employees, agents, contractors and assigns. Contractor shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its sole option, defend or settle such claim, demand, or action.

Contractor understands and agrees that it shall have no right of coverage under any existing or future insurance policies owned by the City. Contractor also acknowledges that the City has no responsibility for any damage caused to the Contractor's property by any source.

This Indemnification and Hold Harmless provision is effective upon execution and shall be on indefinite duration and shall survive the termination of the contract.

IX. PROCESS AND EVALUATION CRITERIA

- A. Process. Proposers are to submit written proposals which present the proposers qualifications and understanding of the work to be performed. Proposers are requested to address each evaluation criterion in the order listed and to be specific in presenting their qualifications. The proposers shall provide all information which they consider pertinent to its qualifications for the proposal.
- B. Evaluation Criteria. Evaluation criteria shall include but are not limited to the following:
 - 1. Contractor's approach to the work to be performed.
 - 2. Qualifications and resumes of personnel who would be assigned to the City of Grimes.

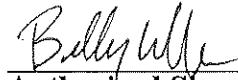
3. References from clients of similar size with the contract length noted. All clients must either be currently under contract or have been under contract within the last 24 months.
4. Number of years providing ELECTRICAL services.
5. Provide price as requested on the proposal form.

X. FURTHER INFORMATION

- A. Mandatory Drug and Alcohol Testing Programs. The Contractor certifies that all of their employees who may perform safety sensitive functions for the City are included in a substance abuse program that meets the requirements of Federal Department of Transportation Drug and Alcohol Testing regulations, (Code of Federal Regulations, 49 CFR., Part 382 and Part 40).
- B. Right-to-Know Statement. The proposer certifies that, in accordance with the “Hazard Communication Rule”, 29 CFR 1910.120 (the “Right-to-Know” Law) and the State of Iowa “Hazardous Chemical Risk Right-to-Know” rule, employees exposed to materials on the worksite will be trained for the materials in use by the successful Contractor as part of the Agreement. Material Safety Data Sheets (MSDS) for City materials will be supplied to the successful Contractor upon request.
- C. ADA Statement. Contractor will comply with all applicable provisions of the Americans with Disabilities Act and applicable Federal regulations under the Act.
- D. FLSA Statement. “We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders to the United States Department of Labor issued under Section 14 thereof.”
- E. Non-Discrimination Clause. The City of Grimes does not discriminate against any person on the basis of age, race, religion, creed, color, sex, sexual orientation, veteran status, gender identity, national origin, or disability. Contractor will not discriminate against any employee or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, veteran status, gender identity, national origin, or disability and to include a similar non- discrimination provision in all agreements associated with this procurement.
- F. Questions which may arise as a result of this Request for Proposal of a technical/operational nature should be directed to Kevin Hensley, at (515) 514-1035.

XI. ADDITIONAL TERMS

- A. Subletting or Assignment. Neither the Contractor nor the City shall assign its rights or obligations under this Agreement without the prior written consent of the other party.
- B. Entire Agreement. This Agreement, including any attached schedules of exhibits, constitutes the entire agreement and understanding between the parties hereto and is the final expression of their agreement and no evidence of oral or other written promises shall be binding. This Agreement may not be supplemented, amended, modified, or otherwise altered except by written instrument executed by both of the parties hereto and no course of dealing or trade usage between the parties shall be effective to supplement, amend, modify, or alter this Agreement.
- C. Waiver. The failure to enforce or to require the performance at any time of any of the provisions of this Agreement herein shall in no way be construed to be a waiver of such provisions, and shall not affect either the validity of this Agreement or any part hereof or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.



Authorized Signature

5/8/2024

Date

**PROPOSAL FORM
ELECTRICAL REPAIR SERVICES**

CITY OF GRIMES

We, the undersigned, hereby propose to provide ELECTRICAL Repair Services for the City of Grimes as described below.

Provide the required information in the space provided below or on attached sheets.

Contractor's approach to the work to be performed.

Kline Electric will respond in a fast and efficient manner. We will repair/replace the issue as fast as possible and do our best to keep the cost as minimal as possible given the circumstances. We value the importance of the City's time and response to its citizens and want to value the work given to us and show that on each and every trip we make. We will communicate with the City where projects stand and if there are hold ups why and what it will take to get them completed so you are always in the loop of the repairs or installations.

Does your Company own a bucket truck, and will the assigned electrician be certified to use the bucket truck?

*YES, KLINE ELECTRIC OWNS A BUCKET TRUCK AND THEY ARE CERTIFIED TO USE IT.
THE RATE FOR BUCKET TRUCK USE IS \$185 PER HOUR.*

Provide contact information for two (2) company representatives below. On a separate sheet provide Qualifications and resumes of personnel who would be assigned to the City of Grimes.

Name	Address	Phone	Email
<i>Ryan Yeggy</i>	<i>6355 NE 14th St Des Moines</i>	<i>515-979- 8974</i>	<i>ryeggy@klineelectric.com</i>
<i>Billy Wheeler</i>	<i>6355 NE 14th St, Des Moines</i>	<i>515-402- 8313</i>	<i>bwheeler@klineelectric.com</i>

PROPOSAL FORM ELECTRICAL REPAIR SERVICES

CITY OF GRIMES

List at least three (3) references for projects of similar scope that the Contractor is currently under contract or has successfully completed within the past twenty-four (24) months.

Contract & Location	Owner Name/Address/Phone	Contract Date	Contract \$ Value
<i>City of Grimes</i>	<i>City of Grimes/1700 SE Destination Dr, Grimes, IA 515-514-1035</i>	<i>11/24/2020-Present</i>	<i>Time and Material Contract</i>
<i>Solar FX</i>	<i>Gary Lass/1306 S. Marshall St, Boone, IA/ 515-292-3968</i>	<i>7/20/2023-Present</i>	<i>Time and Material Contract</i>
<i>JLL/Corporate Woods II</i>	<i>Stag Industrial Holdings (Through JLL)/ 801 Grand Ave, Des Moines/ 515-244-7801 (Amber Valentine)</i>	<i>9/17/2020-Present</i>	<i>Time and Material Contract</i>

Number of years providing ELECTRICAL services. *20 Years*

Proposed rates for Labor and Materials:

Hourly Rate	<i>\$100/hr 1 tech \$150/hr 2 techs</i>	Per hour, plus materials
Overtime Rate	<i>\$200/hr 1 tech \$265/hr 2 techs</i>	Per-hour plus materials
Sunday / Holiday Rate	<i>\$200/hr 1 tech \$265/hr 2 techs</i>	Per hour, plus materials
Trip Charge for Vehicle	<i>\$0.70 per mile from Kline Shop</i>	Per hour OR per trip (<i>specify per hour or per trip</i>)
Material Mark Up	<i>20%</i>	

Date:	5/8/2024
Authorized Name:	Billy Wheeler (Service Manager)
Authorized Signature:	
Company Name:	Kline Electric
Contact Phone Number:	515-963-1101 x220

Kline Electric Technicians Assigned to City of Grimes Experience Qualifications

Ryan Yeggy

- Class A Journeyman State of Iowa
- Kline Electric Employee since 2018
- Has been the main point of contact of last 4 years for City of Grimes Contract
- Knows City of Grimes infrastructure inside and out and is a constant asset.
- Main Commercial Service Tech for Kline Electric Service Dept since start of work at Kline Electric

Billy Wheeler

- Class A Journeyman State of Iowa since 2009
- Kline Electric Employee since 2012
- Service Manager at Kline Electric since 2015
- Worked in Service Department Residentially and Commercially since coming to Kline Electric in 2012

Cody Lyon

- Class A Journeyman State of Iowa
- Class A Master License State of Iowa as of 2024
- Kline Electric Employee since 2019
- Service Department Project Manager-
- Has extensive experience and knowledge doing many commercial projects and heavily operating our bucket truck as well. Troubleshooting knowledge is fantastic.

Phillip Williams

- Currently 4th year apprentice
- Has been Ryan Yeggy's right-hand guy with the City of Grimes service contract currently.
- Has great knowledge of current infrastructure system and power systems throughout the City.
- Has been a Kline Electric employee since 2021



City of Grimes
101 NE Harvey St
Grimes, IA 50111

Electrical Repair Services

Company/Contractor: Kline Electric 6355 NE 14 th St Des Moines, IA 50313	Department: Public Works 1700 SE Destination Dr Grimes, IA 50111
<u>Contract Terms:</u> Effective 5/28/2024 to 5/28/2026	
<u>DESCRIPTION OF ITEMS CONTRACTED:</u> Contract Agreement for Electrical Repair Services to various City facilities owned or maintained by the City of Grimes, Iowa, per the contract terms and conditions and the prices listed below: Normal Hours: <u> \$100 </u> /Hour Overtime: <u> \$200 </u> /Hour Sunday/Holiday: <u> \$200 </u> /Hour Trip Charge: <u> \$0.70 </u> per mile from Kline Shop Materials: <u> 20 </u> % Markup Contract Term. The initial term of this contract shall be effective for the period of two (2) years. Contract award and renewals shall be limited to a total of five (5) years with a 3% cost of living service increase for each subsequent year.	
Authorized Signature: <u>Billy Wheeler</u>	
Authorized Signature-Printed: <u>Billy Wheeler</u>	
Date: <u>5/16/24</u>	

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Resolution Approving Replacement of Bard Cooling unit at the North Jordan Well

BACKGROUND: The North Jordan Well is a key component of our City's water supply system, supplying essential services to the residents and businesses of our community. The existing cooling system at the well site is needing to be replaced to ensure that the operating systems are kept within safe operating temperatures.

BUDGETARY CONSIDERATIONS: \$18,799.00

STRATEGIC PLANNING:

Prioritized: ____YES __x__NO

*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 ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Staff Recommends Council Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: JB

Return to: KH

RESOLUTION APPROVING REPLACEMENT OF BARD COOLING UNIT AT THE NORTH
JORDAN WELL

Grimes Resolution No. 05-4724

WHEREAS, the North Jordan Well is a critical component of the city's water supply system, providing essential services to the residents and businesses of our community; and

WHEREAS, the cooling system in the well building is not working; and

WHEREAS, the installation of a new BARD Cooling Unit will provide a reliable, energy-efficient, and cost-effective solution to our cooling needs at the North Jordan Well; and

WHEREAS, Excel Mechanical is the City's contracted HVAC company to perform HVAC work,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Director is authorized to execute any necessary agreements and documents related to the purchase and installation of the BARD Cooling Unit.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk



PROPOSAL



5636 NE 17th Street ▪ Des Moines, Iowa 50313 ▪ phone 515.288.1450

PROPOSAL SUBMITTED TO: City of Grimes	JOB NAME: Replace Bard Cooling Only Unit	DATE: 04/05/2024
STREET: 410 Se Main St,	JOB LOCATION: Well Fields	
CITY, STATE, AND ZIP CODE: Grimes, IA 50111	ATTENTION: Dave Guthrie	PHONE/FAX/EMAIL: 515-866-6564

We hereby submit for your consideration the following scope of work:

Replace BARD Cooling Only Unit:

- Demo existing BARD 5 Ton Cooling only Unit
- Install New BARD 5 TON Cooling Unit of the same.
- Demo Existing BARD DC3003 Controller
- Install New BARD DC3003 Controller of same
- Reuse existing piping and electrical
- Perform Start-up per manufactures specifications
- All work to be performed during normal working hours

This unit needs to be replaced do to these issues per technician:

- Unit is over amping on the compressor. (Replace Compressor)
- The blower motor bearings are shot. (Replace bearing)
- The blower wheels are plugged, the evaporator coil is plugged and charred. (Damage from Fire)
- The heat strips are hot spotting seeing some spots over 300 degrees and other spots around 110 degrees.
- Controller is unresponsive to user interface. (Replace Controller)

We propose to furnish the above scope of work for the sum of:

Eighteen Thousand Seven Hundred Ninety Nine Dollars 00/100

\$18,799.00

Labor warranty is 30 days. Parts warranty as per manufacturer only. No other warranty or liability assumed unless addressed otherwise above. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Use of any Owner furnished equipment is deemed as rented and is included in the above pricing.

Authorized
Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: 5/13/24

Signature: _____

Company: _____

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Resolution Approving Quote to Renovate Entrance to Public Works Building to Provide Access Control

BACKGROUND: The City of Grimes Public Works Building has experienced increased traffic from residents and vendors due to the city's continued growth. There are times when access control is needed to prevent the public entering without authorization from City staff. The Public Works Department would like to alter the entrance of the Public Works Building to be more in line with other city-owned facilities that have access controls already in place.

BUDGETARY CONSIDERATIONS: \$15,950.00 from CIP funds

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:

STAFF RECOMMENDATION: Staff recommends 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 QUOTE TO RENOVATE THE ENTRANCE TO THE PUBLIC
WORKS BUILDING TO PROVIDE ACCESS CONTROL

Grimes Resolution No. 05-4824

WHEREAS, the City of Grimes Public Works Facility has experienced increased pedestrian traffic from residents and vendors; and

WHEREAS, access control is needed to provide safety to city staff and protect city assets; and

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

WHEREAS, Septagon Construction has submitted a quote to perform the necessary work;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Director is authorized to execute any necessary agreements and documents related to the purchase of materials and renovation to the Public Works Building.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk



SEPTAGON CONSTRUCTION

May 14, 2024
Dave Guthrie
City of Grimes
Subject: Public Works Entry modifications

Dear Dave,

Septagon is pleased to submit this proposal to modify the entryway of your public works facility in Grimes, Iowa. This information has been based upon our discussions with you, and our understanding of your project needs. Below includes the assumptions made in our proposal.

DIVISION 1 – GENERAL CONDITIONS

1. Project supervision and coordination
2. Rubbish clean-up for our work
3. Dumpster
4. Standard contractor's liability insurance
5. Building permit by Owner
6. Provide plastic barrier to mitigate dust

DIVISION 6 – Carpentry

1. Frame new metal stud walls to 6" above the grid ceiling per plan
2. Relocate existing entry door and infill with metal studs, insulation and drywall
3. Cut new opening in existing South entry wall for reinstall of metal door and frame
4. Hang, bead, tape and finish drywall on new walls per plan.

DIVISION 8-Doors and Windows

1. Remove and reinstall existing interior entry door on the south wall
2. Install owner provided door in new west interior entry wall
3. Provide and install (1) 4'x4' transaction window with aluminum sash and slot for transactions. Glass to be 1/4" tempered glass. *4 week lead time item

DIVISION 9 – Finishes

1. Patch ceiling tiles and grid to new walls
2. Paint new walls to match existing colors
3. Flooring and base by owner
4. \$500 Allowance has been given to select a countertop for the transaction area

PROPOSED PRICE

The price for the above building work including tax, freight, labor, materials, and contractor's normal liability insurance is **\$15,950.00**

Exclusions: any electrical work, low voltage, hvac, sprinkler work or removal of anything else that might be in the way

Sincerely,

A handwritten signature in black ink, appearing to read 'Andy Stoecken', with a long horizontal flourish extending to the right.

Andy Stoecken
Septagon Construction

Grimes Resolution No. 05-4924

WHEREAS, the residents of the City of Grimes desire to hold a block party at the culdesac of NW 3rd Court on June 8, 2024, from 5:00 PM - 10:00 PM;

WHEREAS, the City of Grimes supports and encourages community events that bring neighbors together and promote a sense of community pride and unity;

WHEREAS, the block party organizer has submitted a complete application to the City of Grimes and have agreed to comply with all applicable rules and regulations;

WHEREAS, the Fire Chief has reviewed the block party plans, Public Works will make available arrangements for necessary traffic control at the intersections and the Polk County Sheriff's office has been made aware of the request.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, the request for street closure shall be approved.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk



Today's date: ____ Marisa Dahl _____

Name of Organizer/ Planner: _____

Address: _1000 NW 3rd Ct_____

City: ____ Grimes _____ State: _IA_ Zip Code ____ 50111__

Phone: ____ 515-570-0740 _____ Alternate phone: _____

Email: _marisadah1@gmail.com_____

Date(s) / Time(s) for Event ____ June 8th, 2024 _____

Date: __6/8/24__ Start Time: _5:00__ ☐ AM X PM End Time: __10:00pm__ ☐ AM X PM

Optional Rain Date (must fall within same weekend) ____ NA _____

Date: _____ Start Time: _____ ☐ AM ☐ PM End Time: _____ ☐ AM ☐ PM

*Street Closures – please include a map of the area you desire to close and where you would like barricades

Street(s) to be blocked off:

Intersections: _NW 3rd Ct_____ AND _____

The Grimes City Council must approve all requests for street closures.

Please check all that apply:

X Erection of a tent or canopy

☐ Amplified sound (amplified music or band)

X Inflatables

☐ Food truck -

IMPORTANT: Portable equipment, or structures of any kind must not be located in the street to allow for emergency vehicle access if needed.

Fire Department Approval _____

Public Works Approval _____

Grimes City Council Approval _____



**CITY OF GRIMES
STREET CLOSURE
APPROVAL FORM**

Resident Name: Marisa Dahl

Resident Address: 1000 NW 3rd Ct

Erection of Tent or Canopy ☒ Amplified Sound ☐ Inflatables On Private Property Only ☒

Food Truck ☐

Fire Department Approval

Fire Inspection Date: _____

Approval: Yes ☐ No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Public Works Department Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Public Works Official Signature: 



**CITY OF GRIMES
STREET CLOSURE
APPROVAL FORM**

Resident Name: Marisa Dahl

Resident Address: 1000 NW 3rd Ct

Erection of Tent or Canopy ☒ Amplified Sound ☐ Inflatables On Private Property Only ☒

Food Truck ☐

Fire Department Approval

Fire Inspection Date: 5/24/24

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: Jim Clark Fire Chief

must leave 1 lane access for emergencies

Public Works Department Approval

Approval: Yes ☐ No ☐

Reason for not approving: _____

Public Works Official Signature: _____

Grimes Resolution No. 05-5024

WHEREAS, the City of Grimes has received a request from Cutty's Des Moines Camping Club, Inc. for permission for a fireworks display;

WHEREAS, the Grimes City Code under 6-4-12 Fireworks Regulation and Permitting the City Council may, upon application, grant a permit for the display of fireworks;

WHEREAS, Cutty's Des Moines Camping Club, Inc. has hired J&M Displays for the fireworks display on July 6th, and September 28th, 2024 at the campground located at 250 SE 37th Street;

WHEREAS, J&M Displays will supply the City with a Letter of Clearance for each crew member;

WHEREAS, the Grimes Fire Marshal has reviewed the request and finds no issues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, the Mayor and City Clerk are authorized to execute and attest to the fireworks permit on behalf of the City for July 6, and September 28, 2024.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

Cutty's shoot site

Lat 41.654625°
Log -93.764747°

Legend

- 210' radius shown
- Barricade ribbon
- Cakes / candles
- Shoot site





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC dba Britton Gallagher 3737 Park East Dr. STE 204 Beachwood OH 44122	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS:	FAX (A/C, No): 216-658-7101
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Everest Denali Insurance Company		16044
INSURER B : Axis Surplus Ins Company		26620
INSURER C : Everest Indemnity Insurance Co.		10851
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1908681825**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			SI8ML00060-241	1/15/2024	1/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			SI8CA00033-241	1/15/2024	1/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED ☐ RETENTION \$			P-001-000063943-06	1/15/2024	1/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2			SI8EX01313-241	1/15/2024	1/15/2025	Each Occ/ Aggregate \$4,000,000 Total Limits \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement or permit.

FIREWORKS DISPLAY DATES: JULY 6 AND SEPTEMBER 28, 2024

RAIN DATE: TBD

LOCATION OF EVENT: CAMPGROUND

ADD'L INSURED: THE CITY OF GRIMES, IOWA, ITS EMPLOYEES, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS, PARTNERS, SUBSIDIARIES, DIVISIONS & AFFILIATES, EVENT SPONSORS & LANDOWNERS AS THEIR INTEREST MAY APPEAR IN RELATION TO THIS EVENT; CUTTY'S DES MOINES CAMPING CLUB (SPONSOR/LANDOWNER)

CERTIFICATE HOLDER**CANCELLATION**

Cutty's Des Moines Camping Club
2500 SE 37th Street, Unit A
Grimes IA 50111

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

Page 244 of 502



J&M Displays Proposal for: Cutty's Des Moines Camping Saturday July 6, 2024

Opening

Multi-shell Barrage Units

Quantity	Name	Rising Effect
2	V shape candle bundle 300 shot - Lemon	
Category Shell Count: 600		

Ground Displays

Quantity	Name	Rising Effect
1	U. S. Flag 5' by 8'	
Category Shell Count: 0		
Section Shell Count: 600		

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	Gold palm with colored tips 25 shot (30 sec)	
Category Shell Count: 25		

1.4G Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	(UN0431) Silver whirl to RWB with whistles & finale 25 Shot cake	
1	(UN0431) Assortment E of 4 Different RWB 25 shot cakes	
Category Shell Count: 125		

2.5 Inch Color Shells

Quantity	Name	Rising Effect
1	Assortment W of 15 pairs (30 shells) of J&M Brand shells ELECTRIC FIRE	
Category Shell Count: 30		

3 Inch Color Shells

Quantity	Name	Rising Effect
2	3" Shell Blue with palm pistil	
2	3" Shell Pink	
2	3" YELLOW PEONY with palm pistil	
2	Peony with brocade ring assorted	
1	Glittering Willow to Mult-Color With Pistil	
1	Glittering silver to yellow chrysanthemum	
1	Green crackling	
1	Reddish gamboge to var. color chrysanthemum	
1	Reddish gamboge to yellow chrysanthemum	
1	Reddish gamboge to yellow to green chrysanthemum	
1	Silver chrysanthemum with red pistil	
1	Assortment X of 20 (5 salute, 15 color) J&M Brand Shells ELECTRIC FIRE	
1	Wizard 3" Assortment B of 24 different (72 shells) shells E-fire	
Category Shell Count: 107		



J&M Displays Proposal for: Cutty's Des Moines Camping Saturday July 6, 2024

Main Event

3 Inch Special Effect Shells

Quantity	Name	Rising Effect
----------	------	---------------

2	Blue to red ghost peony	
3	Heart pattern to crackle	

Category Shell Count: 5

Section Shell Count: 292

Finales

Multi-shell Barrage Units

Quantity	Name	Rising Effect
----------	------	---------------

1	Small Finale #2 with reports 100 shot	
---	---------------------------------------	--

Category Shell Count: 100

Section Shell Count: 100

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect
----------	------	---------------

150	Igniter 2 meter leads	
23	MJG 10' (non-regulated ATF) Igniters with 10' leads (FWI 10 - 30 per box)	

Category Shell Count: 0

Section Shell Count: 0

8% Free for Early Payment

Multi-shell Barrage Units

Quantity	Name	Rising Effect
----------	------	---------------

2	Firing Squad 25 shot	
1	Silver Tail to Variegated Coconut Chrys 25 shot	
1	Silver tail to silver time rain 25 shot	

Category Shell Count: 100

3 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

1	Lemon eddy in chrysanthemum	
2	Six Angle brocade crown	

Category Shell Count: 3

Section Shell Count: 103

15% Free for Loyalty Program



J&M Displays Proposal for: Cutty's Des Moines Camping Saturday July 6, 2024

15% Free for Loyalty Program

Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	RWB tails to reports with 1 peony 25 shot cake	
Category Shell Count: 25		

1.4G Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	Crackling Comet 36s Z cake (20 sec)	
1	(UN0431) Assortment E of 4 Different RWB 25 shot cakes	
Category Shell Count: 136		

3 Inch Color Shells

Quantity	Name	Rising Effect
2	3" Shell Sea Blue crossette	
1	Glittering willow	
1	Gold Willow with color pistil	
1	Willow to multi-color swimming star	
Category Shell Count: 5		
Section Shell Count: 166		



J&M Displays Proposal for: Cutty's Des Moines Camping Saturday July 6, 2024

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Total Price of Show: **\$5,000.00**

Total Shot Count: 1261

Packing Check: 218

Date of Display: 07/06/24

Customer Number: 10460

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.



J&M Displays Proposal for: Cutty's Des Moines Camping Fall show Sept 28, 2023

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	V shape candle bundle 300 shot - Pink	
1	V shape candle bundle 300 shot - Silver	
1	Assorted Rings with strobe pistil 25 shot (30 sec)	

Category Shell Count: 625

1.4G Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	Crackling Comet 36s Z cake (20 sec)	
1	Crossette Combos alternated with Brocade/Willow 36 shot Fan (30sec)	
1	Multi-Effect Straight Cake 66 shot (85sec)	
1	(UN0431) Assortment E of 4 Different RWB 25 shot cakes	

Category Shell Count: 238

2.5 Inch Color Shells

Quantity	Name	Rising Effect
1	Assortment G of 15 pairs (30 shells) J&M Brand Shells ELECTRIC FIRE	
1	Assortment T of 30 different J&M Brand Shells ELECTRIC FIRE	

Category Shell Count: 60

3 Inch Color Shells

Quantity	Name	Rising Effect
1	Colorful crackling flower dahlia	
1	Glittering Willow to Multicolor With Pistil	
1	Glittering willow	
1	Green eddy in chrysanthemum	
1	Red crackling	
1	Reddish gamboge to yellow chrysanthemum	
1	Six Angle brocade crown	
1	White strobe with red dahlia	
1	Willow to multi-color swimming star	
1	Assortment X of 20 (5 salute, 15 color) J&M Brand Shells ELECTRIC FIRE	

Category Shell Count: 29

Section Shell Count: 952

Finales

Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	Red Blue & White strobe finale cake 49 shot	

Category Shell Count: 49

Section Shell Count: 49

Miscellaneous



J&M Displays Proposal for: Cutty's Des Moines Camping Fall show Sept 28, 2023

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect
100	Igniter 2 meter leads	
7	MJG 15' (non-regulated ATF) Igniters with 15' leads (FWI15 - 20 per box)	
Category Shell Count: 0		
Section Shell Count: 0		

8% Free for Early Payment

1.4G Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	Colorful World of Crossettes 49 shot (25sec)	
Category Shell Count: 49		

Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	Silver tail to silver time rain 25 shot	
Category Shell Count: 25		

3 Inch Color Shells

Quantity	Name	Rising Effect
1	Lemon eddy in chrysanthemum	
Category Shell Count: 1		
Section Shell Count: 75		

15% Free for Loyalty Program

1.4G Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	(UN0431) Assortment D of 4 Different 25 shot cakes	
Category Shell Count: 100		
Section Shell Count: 100		



J&M Displays Proposal for: Cutty's Des Moines Camping Fall show Sept 28, 2023

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Total Price of Show: **\$3,000.00**

Total Shot Count: 1176

Packing Check: 131

Date of Display: 09/28/24

Customer Number: 10460

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

CUSTOMER WANTS APPROX 20 MINUTE SHOW !!

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Resolution Taking Additional Action on Proposal to Enter into General Obligation Urban Renewal Loan Agreement

BACKGROUND: Council considered Capital Projects and the options for a Public Administration (City Hall) building during the Budget workshop. With the Community Center building infrastructure issues and the efficiency to be realized when combining multiple departments currently housed in various buildings, Council authorized PSA agreements with the Weitz Company and Sidekick Development in conjunction with this project. The "City Hall project" has been amended into the Grimes Urban Renewal Area.

BUDGETARY CONSIDERATIONS: This loan agreement has a not to exceed principal amount of \$12,000,000.

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: Council authorized the "City Hall Project" in the Grimes Urban Renewal Area on May 14, 2024. Council approved agreements with Sidekick and Weitz on April 23, 2024 and set the Public Hearing on the General Obligation Urban Renewal Loan Agreement on May 14, 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

May 21, 2024

Via Email

Jake Anderson
City Administrator/City Hall
Grimes, Iowa

Re: General Obligation Urban Renewal Loan Agreement
Our File No. 419952-100

Dear Jake:

We have prepared and attach proceedings related to the action to be taken on the City's General Obligation Urban Renewal Loan Agreement (the "Loan Agreement") at the May 28, 2024 City Council meeting.

The proceedings attached include the following items:

1. Minutes of the meeting covering the public hearing, followed by the resolution taking additional action in connection with the Loan Agreement. This resolution sets forth the City Council's determination to enter into the Loan Agreement in the future, and its adoption constitutes the "additional action" required by the Iowa Code.
2. Attestation Certificate with respect to the validity of the transcript.

On May 28, 2024, the City Council should meet as scheduled, hold the hearing on its intention to enter into the Loan Agreement and adopt the attached resolution. The minutes as drafted assume that no petition will be filed asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City. If a petition is filed asking that the proposal to enter into the Loan Agreement be put to an election, please contact us right away.

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings. If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Marcia Woodke
PFM Financial Advisors LLC
Diana VanVleet

MINUTES FOR HEARING AND
ADDITIONAL ACTION ON ENTERING
INTO A LOAN AGREEMENT

419952-100

Grimes, Iowa

May 28, 2024

The City Council of the City of Grimes, Iowa, met on May 28, 2024, at 5:30 p.m., at the Grimes Community Center, 410 SE Main Street, Grimes, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into an General Obligation Urban Renewal Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$12,000,000, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

After due consideration and discussion, Council Member _____ introduced the resolution next hereinafter set out 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.

RESOLUTION NO. _____

Resolution taking additional action on proposal to enter into General Obligation
Urban Renewal Loan Agreement

WHEREAS, the City of Grimes (the “City”), in Dallas and Polk Counties heretofore proposed to enter into a loan agreement (the “Urban Renewal Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$12,000,000, pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking the City Hall Project, an urban renewal project in the Grimes Urban Renewal Area which was authorized by action of the City Council on May 14, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of May 28, 2024, no petition has been filed with the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Grimes, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that general obligation bonds or notes be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa with respect to Loan Agreement.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 28, 2024.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

SS:

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the public hearing and additional action on the City Council's intention of entering into a certain Loan Agreement in the future.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Third Reading of 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

Approval of First Reading of Ordinance 787 - City Council, 04/23/2024

Approval of Second Reading of Ordinance 787 - City Council, 05/14/2024

STAFF RECOMMENDATION: Staff recommends approval of Ordinance 787.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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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 Gas 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 903.2.3 of the IFC (correlation: 903.2.3), is hereby amended by deleting said section, and inserting in lieu thereof the following:

903.2.3 Group E. An automatic sprinkler system shall be provided throughout stories containing Group E occupancies and throughout all stories from the Group E occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

- . The fire area exceeds 1,500 square feet (139.4 m²).
- . The fire area has an occupant load of 50 or more.
- . The fire area is located on a floor other than a level of exit discharge serving such occupancies.

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 mm) in height above the lowest level of fire department vehicle access, two temporary or permanent stairways shall be provided. As construction progresses, such stairways shall be extended to within one floor of the highest point of construction having secured decking or flooring.

Section 3313 amended – Standpipes

Section 3313.1, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

3313.1 Where required. In buildings required to have standpipes by Section 905.3.1, not less than one standpipe shall be provided for use during construction. Such standpipe shall be installed prior to construction exceeding 30 feet (9.144 mm) in height above the lowest level of fire department vehicle access. Such standpipe shall be provided with fire department hose connections at approved locations complying with Section 3311.1. As construction progresses, such standpipes shall be extended to within one floor of the highest of construction having secured decking or flooring.

Chapter 40 addition - Special Events

Chapter 40, of the IFC, is hereby added as follows:

CHAPTER 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 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 To
	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
Gross	Net	Concrete	Masonry	Concrete	Masonry	Masonry
8	7' 8"	7 ½"	8"	½" horizontal bars, placement in the middle, and near the top & bottom – ½" bars @ 6' max. vertically.	0.075 square inch bar 8' o.c. vertically in fully grouted cells. If block is 12" nominal thickness, may be unreinforced.	Type M or S. Grout & Mortar shall meet provisions of Chapter 21 IBC
9	8' 8"	8"	See Chapter 18 IBC	½" 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 – ½" diameter rebar throughout. Placement of reinforcement and concrete shall meet the requirements of Chapter 19 of the International Building Code.

NOTE: Material used for backfilling shall be carefully placed granular soil of average or high permeability and shall be drained with an approved drainage system as prescribed in Section 1805.4 of the International Building Code. Where soils containing a high percentage of clay, fine silt or similar materials of low permeability or expansive soils are encountered or where backfill materials are not drained or an unusually high surcharge is to be placed adjacent to the wall, a specially designed wall shall be required.

NOTE: Foundation plate or sill anchorage shall be installed in accordance with the respective codes as applicable.

Add Code Section: IRC R506.2.4

Insert the following language and Exception:

Section R506.2.4. Reinforcement Support. Where provided in slabs-on-ground, reinforcement shall be supported to remain in place from the center to upper one-third of the slab for the duration of the concrete placement.

Exception: Non-structural slabs

Add Code Section: IRC R1305.1.1.1

Insert the following language:

M1305.1.1.1 Appliances in Closets, Alcoves, or similar compartments. Appliances installed within a closet, alcove or compartment: such space shall measure no less than 30 inches wide and the opening into such space shall also be no less than 30 inches wide.

Add additional item to Code Section: IRC M1602.3

Insert the following language:

4. Return air openings shall be a minimum four (4) feet measured in any direction from Supply Air Diffusers.

Delete Code Section: IRC G2414.5.3 (403.5.4)

Replace with the following language:

G2414.5.3 (403.5.4): Corrugated Stainless-Steel Tubing.

Arc resistant corrugated stainless-steel tubing shall be listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26.

Steel Tubing.

Arc resistant corrugated stainless-steel tubing shall be listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26.

Delete Code Section: IRC G2415.5.2 (404.2)

Replace with the following language:

G2415.2 (404.2) CSST.

Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section G2411. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

Add Code Section: IRC E3704.7.1

Insert the following language:

3704.7 Prohibited Locations. Feeders supplying a Townhome shall not cross a property line other than the individual unit served. For the purposes of this provision, the term Townhome shall mean a single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on not less than two sides.

1. 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	1/2
100	199	6	3/4
200	299	8	1
For each additional 100		Increase 2	Increase 1/2
^a Exterior suite identification, minimum height shall be 4 inches and stroke width shall be 1/2 inch.			
^b Interior suite identification, minimum height shall be 2 inches and stroke width shall be 1/4 inch.			

Add Exception to Code Section: IBC 707.5

Add the following language (Exception #3):

707.5 covers fire barriers/continuity and this adds an exception for shaft enclosures to the section.

3. Shafts required to be constructed as per Section 713.3.2 having exterior walls that are not required to be fire rated per Section 707.4 shall be permitted to be constructed of materials permitted by the building type of construction so long as a complete non-combustible separation of 2 hours is provided between the shaft and adjoining structure. In addition, the provisions of Section 1023.7 shall be met.

Delete Code Section: IBC 713.3

Replace with the following language:

713.3 Materials. Shaft enclosures shall be as described in Sections 713.3.1 and 713.3.2.

Add Code Section: IBC 713.3.1

Add the following language:

713.3.1 – 1 Hour Shafts. Shafts that are allowed to have a fire resistance rating of 1 hour or less are allowed to be constructed of materials permitted by the building type of construction.

Add Code Section: IBC 713.3.2

Add the following language:

713.3.2 – 2 Hour Shafts. Shafts that are required to have a fire resistance rating of 2 hours or more serving Interior exit stairs or Interior exit ramps shall be constructed of concrete or masonry. All other shafts that are required to have a fire resistance rating of 2 hours or more shall be constructed of non-combustible materials.

Insert New Code Section: IBC 902.1.1.1 (correlation: IFC 901.4.6.1.1)

Language:

902.1.1.1 Fire Sprinkler Riser Room.

A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be accessed from the electrical room, but the electrical room may be accessed from the fire riser room.

Delete Section 903.2 Fire Sprinkler requirements, inserted in the Fire Code Ordinance Chapter 154

903.4.2 Alarms.

An approved weather-proof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Modify Code Section: IBC 903.3.1.2 (correlation: IFC 903.3.1.2)

Replace with the following language:

903.3.1.2 NFPA 13R sprinkler systems. *Automatic sprinkler systems* in Group R and I occupancies up to and including four stories in height in buildings not exceeding 60 feet (18,288 mm) in height above grade plane shall be installed throughout in accordance with NFPA 13, unless allowed to be sprinklered in accordance with NFPA 13D by the *International Building Code*. The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 of the *International Building Code* shall be measured from the horizontal assembly creating separate buildings.

903.2.11.1.3 Basements

Where any portion of a *basement* is located more than 75 feet (22,860 mm) from openings required by Section 903.2.11.1, the *basement* shall be equipped throughout with an *approved automatic sprinkler system*.

Insert Code Section: IBC 905.3.9 (correlation: IFC 905.3.9)

Language:

905.3.9 Building Footprint and Access

Where the most remote portion of a floor or story is more than 400 feet from a hose connection or fire department access road the Fire Code Official is authorized to require standpipes to be provided in *approved* locations. Class I manual standpipes shall be allowed.

Modify Code Section: IBC 907.2 (correlation: IFC 907.2)

Add the following exception:

3. Prior to July 1, 2016 any jurisdiction requiring reduced fire areas or reduced occupant loads in 907.2.1 through 907.2.23 may continue to utilize these methods as previously established by local jurisdiction determining the requirements for fire alarm systems in Section 907.2.1 through 907.2.23.

Insert Code Section: IBC 907.1.4 (correlation: IFC 907.1.4)

Language:

907.1.4 FACP (Fire Alarm Control Panels)

Each building shall have no more than 1 FACP.

Installation of fire alarm panel shall not exceed six feet in height measured from the floor to the top of the unit.

Exception: Suppression system releasing panels are not required to meet the height requirement or the limitation in the number of panels.

Modify Code Section: IBC 907.6.6 (correlation: IFC 907.6.6)

Replace with the following language:

907.6.6 Monitoring

Fire alarm systems required by this chapter or by the International Building Code shall be monitored by a central station approved and listed under UL 827 in accordance with NFPA 72.

Exception: Monitoring station is not required for:

1. Automatic sprinkler and fire alarm systems in one- and two- family dwellings.

Section 907.2.9, of the IFC (correlation: IBC 907.2.9), is hereby amended by adding a new section, 907.2.9.4 and subsections 907.2.9.4.1 through 907.2.9.4.3 as follows:

907.2.9.4 Group R-4. Fire alarm systems and smoke alarms shall be installed in Group R-4 occupancies as required in Sections 907.2.10.1 through 907.2.10.3.

907.2.9.4.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-4 occupancies.

Exceptions:

1. A manual fire alarm system is not required in buildings not more than two stories in height where all individual sleeping units and contiguous attic and crawl spaces to those units are separated from each other and public or common areas by not less than 1-hour fire partitions and each individual sleeping unit has an exit directly to a public way, egress court or yard.
2. Manual fire alarm boxes are not required throughout the building where all of the following conditions are met:
 - 2.1 The building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2.
 - 2.2 The notification appliances will activate upon sprinkler water flow.
 - 2.3 Not fewer than one manual fire alarm box is installed at an *approved* location.

3. Manual fire alarm boxes in resident or patient sleeping areas shall not be required at *exits* where located at all nurses' control stations or other constantly attended staff locations, provided such stations are visible and continuously accessible and that the distances of travel required in Section 907.4.2.1 are not exceeded.

907.2.10.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in corridors, waiting areas open to corridors and habitable spaces other than sleeping units and kitchens. Exceptions: 1. Smoke detection in habitable spaces is not required where the facility is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1. 2. An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress door opening directly to an exit or to an exterior exit access that leads directly to an exit.

907.2.10.3 Smoke alarms. Single- and multiple-station smoke alarms shall be installed in accordance with Section 907.2.11.

Modify Code Section: IBC 910.2.1 (correlation: IFC 910.2.1)

Replace with the following language:

910.2.1 Group F-1 or S-1. Smoke and heat vents installed in accordance with Section 910.3 or a mechanical smoke removal system installed in accordance with Section 910.4 shall be installed in buildings and portions thereof used as a Group F-1 or S-1 occupancy having more than **30,000** square feet (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 $\frac{3}{4}$ 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.

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 $\frac{3}{4}$ inches (44 mm).

3109.7 Chain link dimensions. The maximum opening formed by a chain link fence shall be not more than 1 $\frac{3}{4}$ inches (44 mm). Where the fence is provided with slats fastened at the top and bottom that reduce the openings, such openings shall be not greater than 1 $\frac{3}{4}$ inches (44 mm).

3109.8 Gates. Access gates shall comply with the requirements of Sections 3109.9 through 3109.11 and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool or spa, shall be self-closing and shall have a self-latching device.

3109.9 Utility or service gates. Gates not intended for pedestrian use, such as utility or service gates, shall remain locked when not in use.

3109.10 Double or multiple gates. Double gates or multiple gates shall have at least not fewer than one leaf secured in place and the adjacent leaf shall be secured with a self-latching device. The gate and barrier shall not have openings larger than $\frac{1}{2}$ inch (12.7 mm) within 18 inches (457 mm) of the latch release mechanism.

3109.11 Onground residential pool structure as a barrier. An onground residential pool wall structure or a barrier mounted on top of an onground residential pool wall structure shall serve as a barrier where all of the following conditions are present:

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than 48 inches (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 To
	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
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- 13-1-9 Information Required on Preliminary Plats
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- 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
- 13-3-3 Stormwater Drainage Connection Fee Districts
- 13-3-4 Establishment of Districts
- 13-3-5 Connection Fee
- 13-3-6 Applicability and Payment
- 13-3-7 Annual Connection Fee Adjustment
- 13-3-8 Disconnection for Failure to Pay
- 13-3-9 Northwest Territory Lift Station Connection Fee District
- 13-3-10 Northwest Territory Trunk Sewer Connection Fee District
- 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 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 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 ¼2; 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 ¼ of the southwest ¼ to the southeast corner of the southwest ¼ of the southwest ¼ of said section 6; thence northerly along the west line of the southwest ¼ of the southeast ¼ of the southwest ¼ to the northeast corner of the southwest ¼ of the southeast ¼ of the southwest ¼ of said section 6; thence easterly along the south line of the north half of the southeast ¼ of the southwest ¼ to the southeast corner of the northeast ¼ 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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13-5-1 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

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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

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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 Principles 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 COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Third Reading of Ordinance 788 Amending the Meadows Planned Unit Development

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

Approval of First Reading of Ordinance 788 – City Council – 04/23/2024

Approval of Second Reading of Ordinance 788 – City Council – 05/14/2024

STAFF RECOMMENDATION: Staff recommends approval of the Ordinance 788.

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

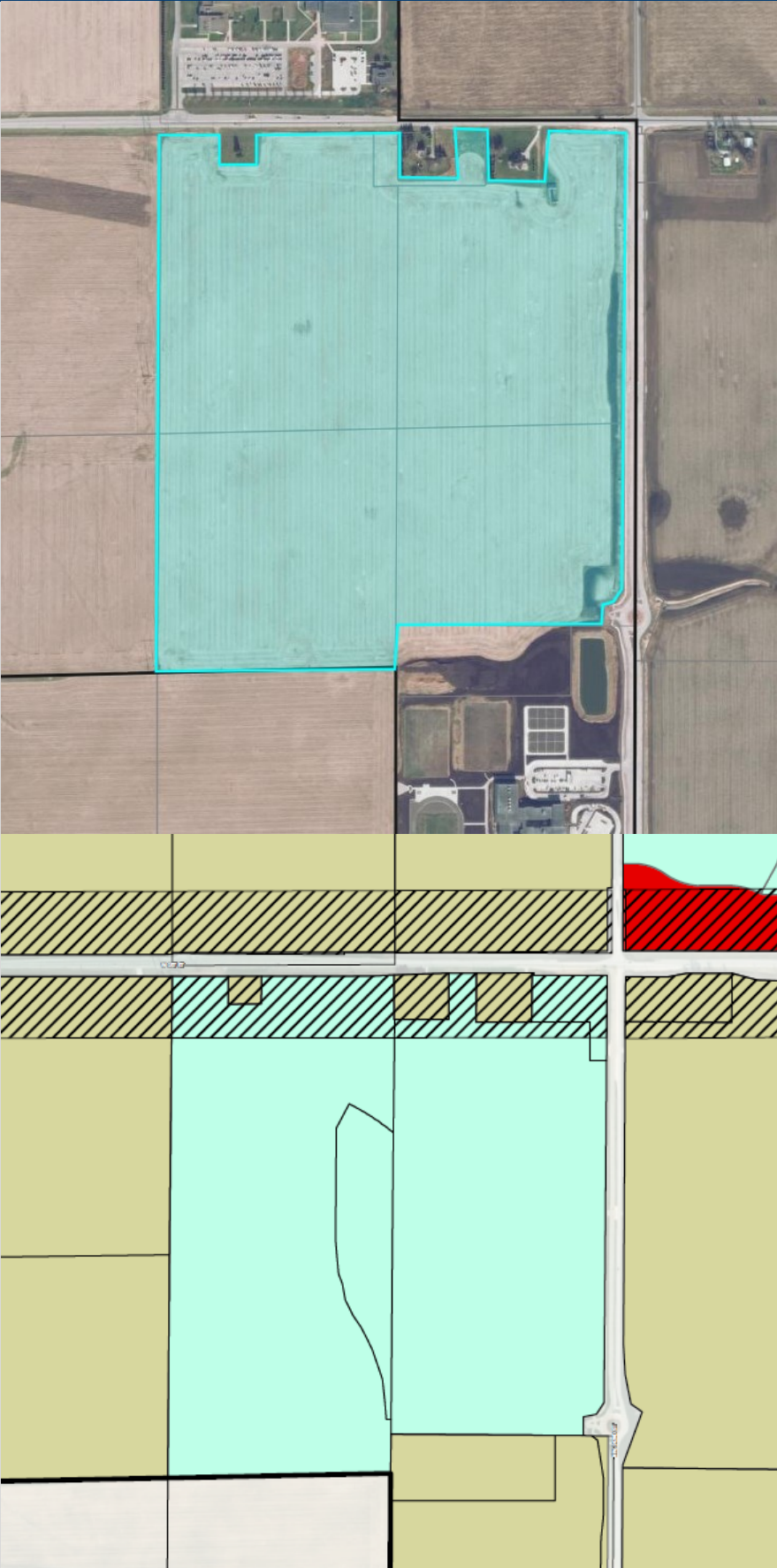
Southwest corner of Highway 44 and SW County Line Road

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

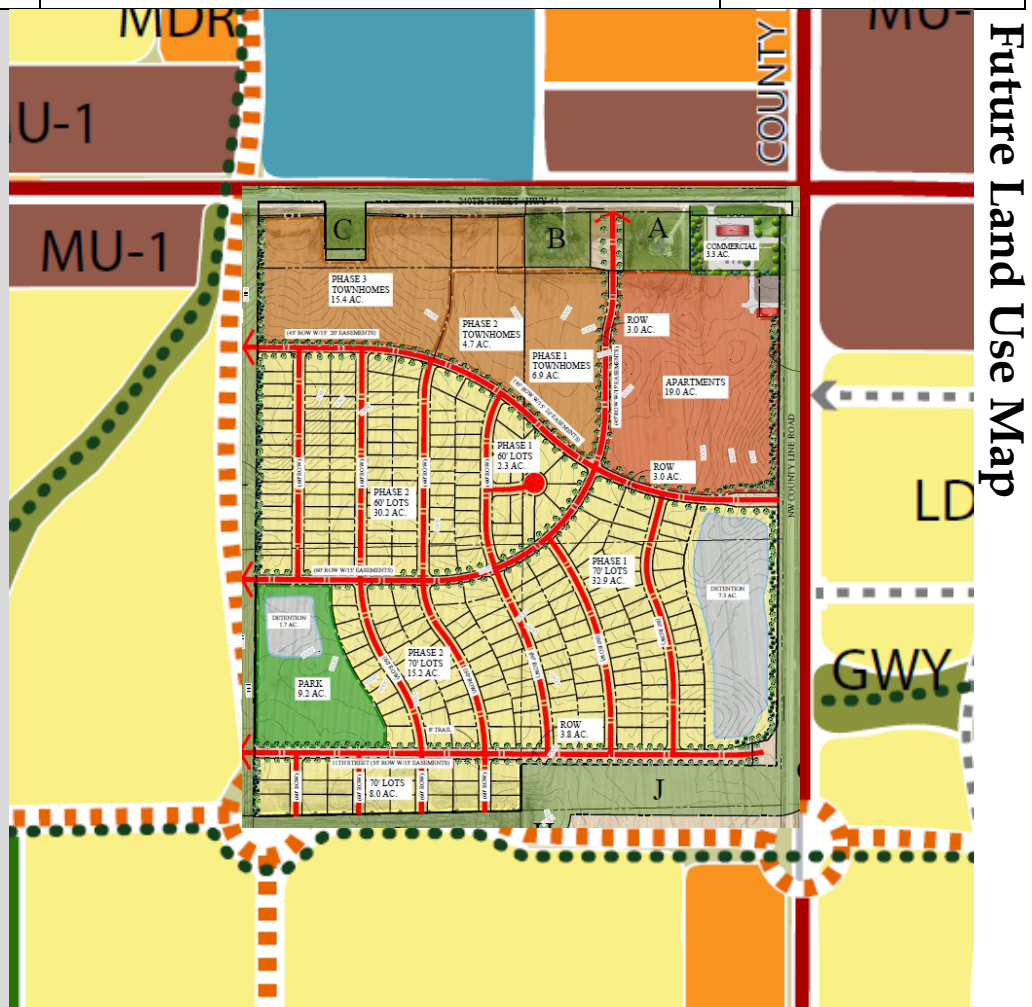
Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Low-Density, Medium-Density, High -Density Residential and Commercial	R-4
North	Vacant/School	Mixed-Use 1/Civic	A-1
South	Vacant/School	Low-Density/Medium Density Residential	A-1
East	Vacant	Low-Density/Medium Density 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

Page 359 of 502

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.

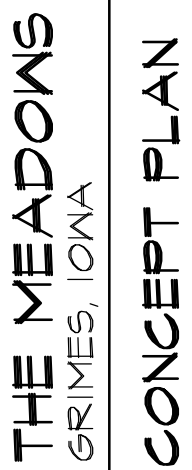


THE NORTHEAST FRACTIONAL QUARTER (NE 1/4) OF SECTION ONE (1), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, EXCEPT THE CEMETERY LOT BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: COMMENCING 20 RODS SOUTH OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, 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 2012 AT PAGE 20906E AND EXCEPT PARCEL 18-158* OF THE SE 1/4 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, AN OFFICIAL RECORD OF THE CITY OF GRIMES, DALLAS COUNTY, IOWA.

941,446 SF REZONING AREA

	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

	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, PHYLIS R REVOCABLE TRUST		30049 240th St., Dallas Center, IA 50063
N	MI 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



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 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 GroupsA 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)

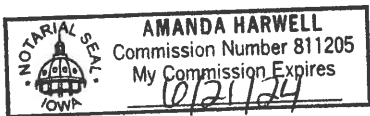
On this 8 day of April, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Reza Kargarzadeh to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary 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

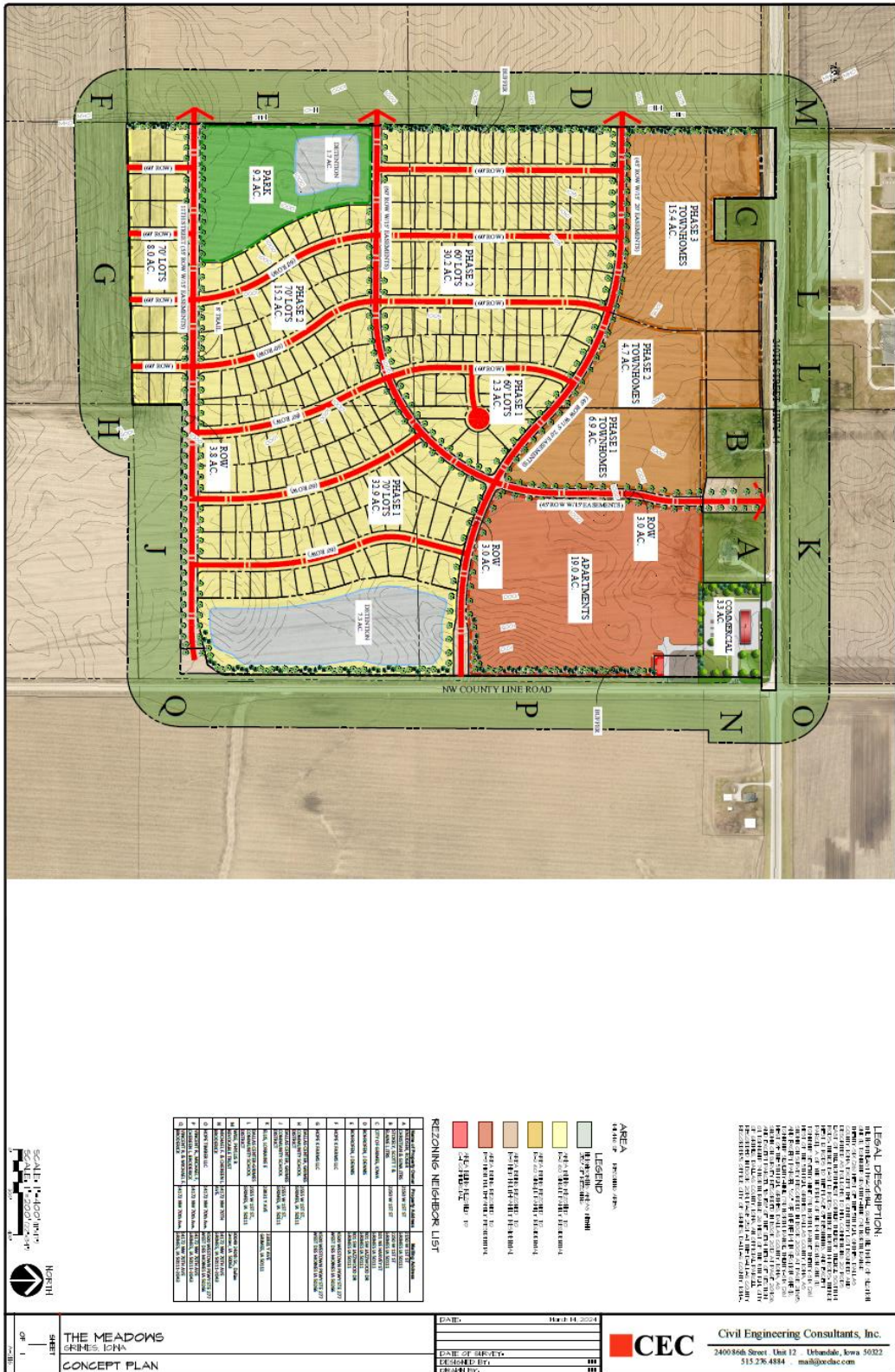


Exhibit A

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 COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM:

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 ____ 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

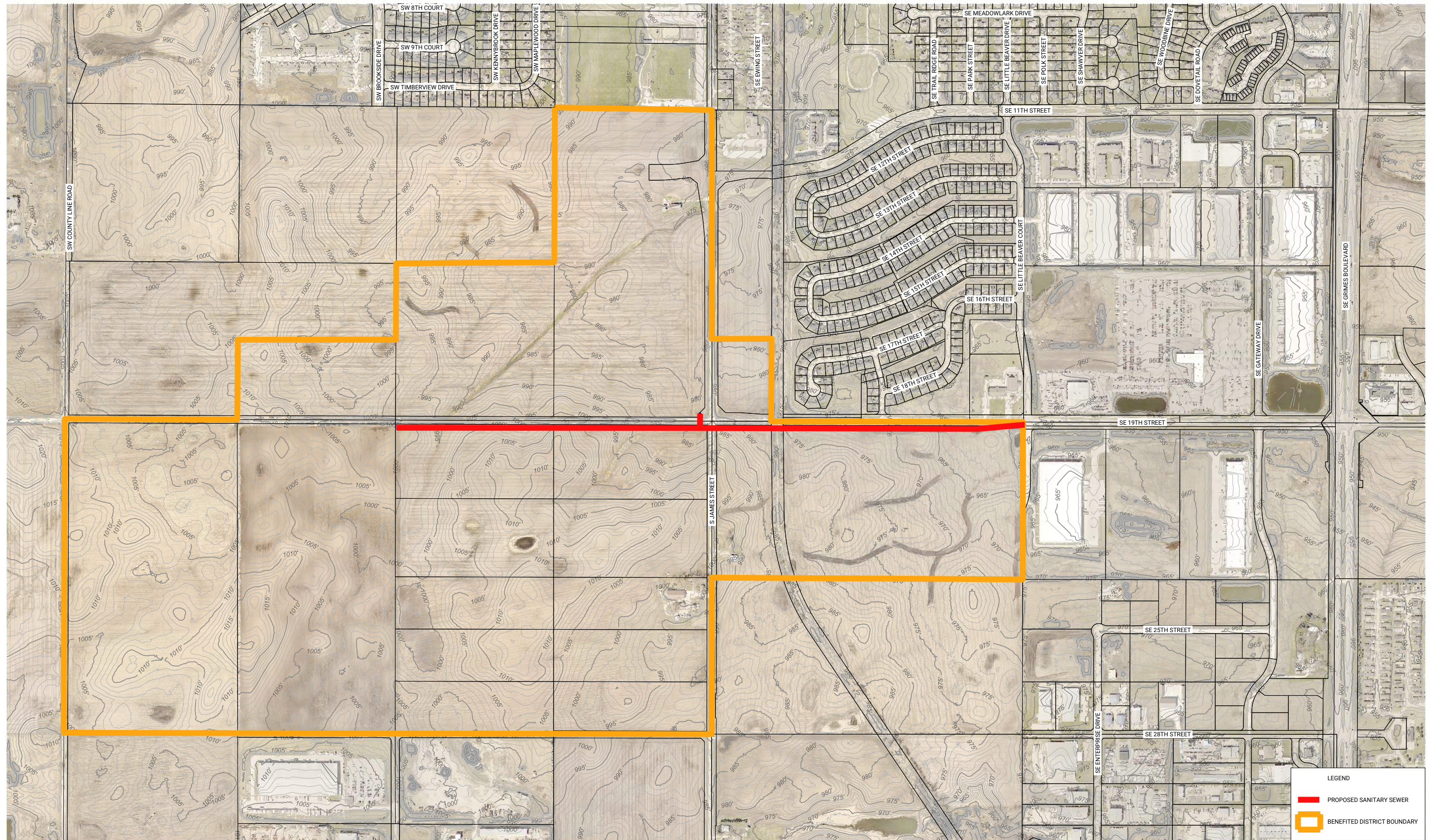
STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Alex Pfaltzgraff, AICP

Return to: Alex Pfaltzgraff, AICP



DRAWN: J. PROVOST
CHECKED: J. DEBOWER

SE 19TH STREET SANITARY SEWER EXTENSION BENEFITED AREA MAP



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 $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 6 TO THE SOUTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 6; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 6 TO THE NORTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 6; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 6 TO THE EAST CORNER OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ 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 $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE EASTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ 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 $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ TO THE SOUTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 8; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 8 TO THE SOUTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 8; THENCE SOUTHERLY ALONG THE WEST LINE OF THE NORTHWEST $\frac{1}{4}$ 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 $\frac{1}{4}$ OF SECTION 7 TO THE CENTER OF SAID SECTION 7; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7 TO THE WEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHWEST $\frac{1}{4}$ 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

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: City of Grimes Public Safety Center Site Plan

BACKGROUND: The City of Grimes is proposing to construct an approximately 16,500 square foot public safety center on a 4.18 acre site for the Johnston-Grimes Fire Department. The City of Grimes has selected this site to accommodate for the future growth in population. An analysis was completed with respect to response time standards, and the results indicated that a station should be located along the west side of the City, adjacent to County Line Road. The City then prioritized locations along County Line Road that were available from an infrastructure and development perspective.

The site will consist of four bays, an office space for the Polk County Sheriff's Department, and two opportunities for future expansion at the NW and SE corners of the building. The trail along SW County Line Road will connect to a sidewalk to the north of SW 6th Street, and provide access into the site. The center's site sits directly north of the detention pond, and ensures there is limited light flooding into the residential homes to the south.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: YES

*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: Board of Adjustment - granted approval for a special use permit - 03/20/2024

Planning and Zoning Commission recommendation for approval - 04/02/2024

Fire Board recommendation for approval - 05/07/2024

STAFF RECOMMENDATION: Staff would recommend the City of Grimes Public Safety Center site plan for approval, contingent upon any remaining staff comments.

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

Grimes Public Safety Center

APPLICANT

City of Grimes
Civil Design Advantage
SVPA

REQUESTED ACTION

Site Plan

LOCATION

2001 SW 6th Street

ZONING

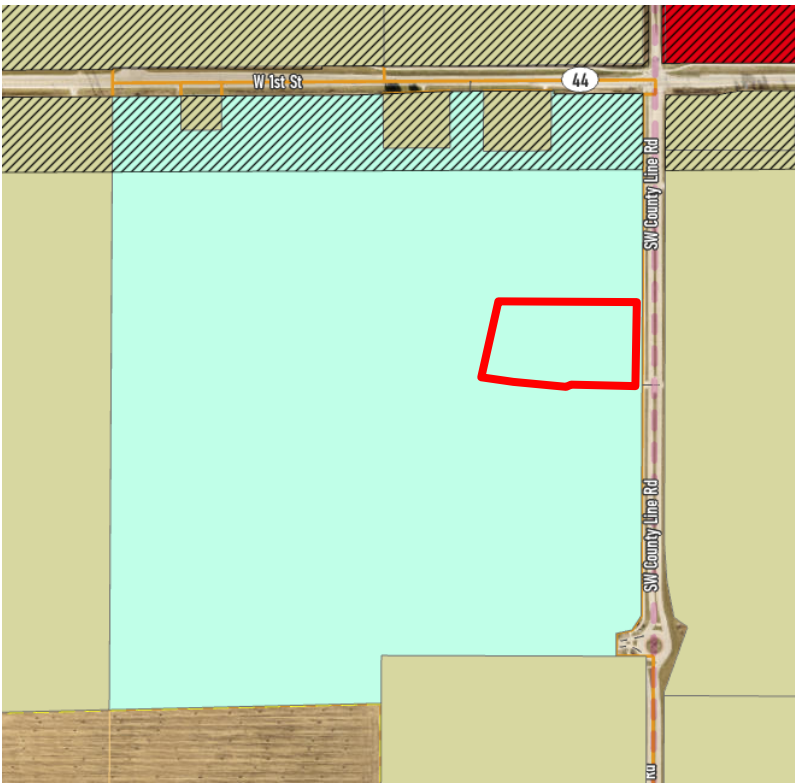
Hope Meadows PUD

PLANNER

Molly Mannel
Assistant Planner
mmannel@grimesiowa.gov
515-986-4050



Location Map



Zoning Map

Relation to Comprehensive & Neighborhood Plans

LAND USES & ZONING

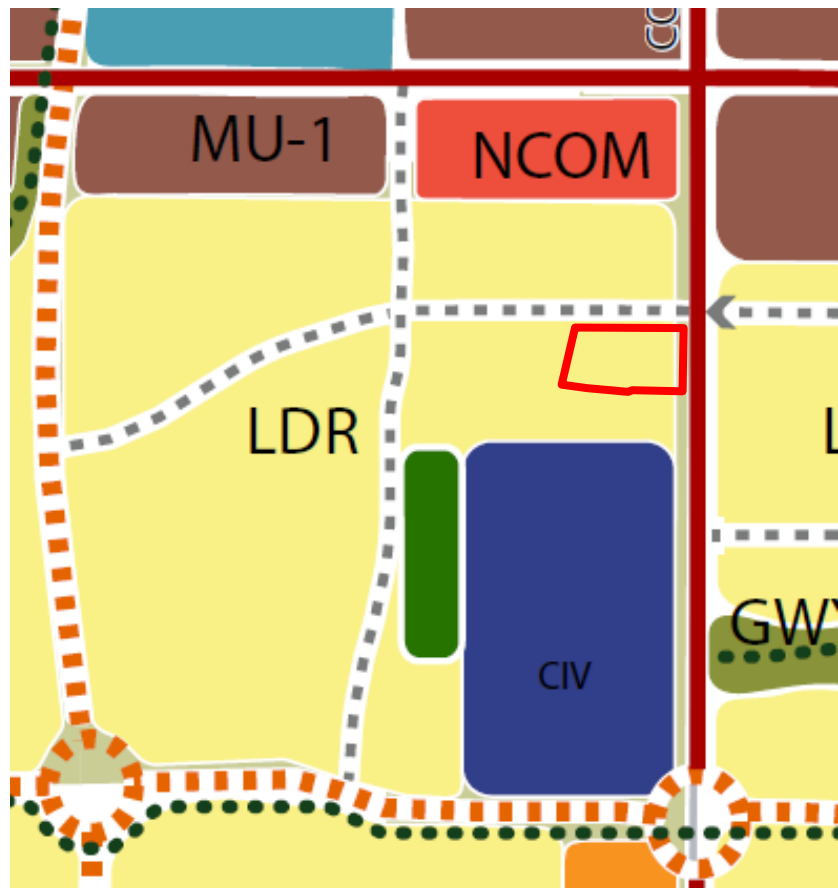
Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Low-Density Residential	PUD
North	Vacant	Neighborhood Commercial	PUD
South	DCG Oak View Middle School	Civic	PUD
East	Vacant	Low-Density Residential	A-1
West	Vacant	Low-Density Residential	PUD

PARKS & RECREATION

A trail exists today along the eastern edge of the Public Safety Center property. Currently it is a 10' wide trail along the west side of SW County Line Road, that extends from Oak View Middle School up to Highway 44.

A sidewalk will be along the northside of SW 6th Street, and connect to the trail along SW County Line Road and to a private sidewalk interior to the site. This will provide a walking path for employees or the public to use.

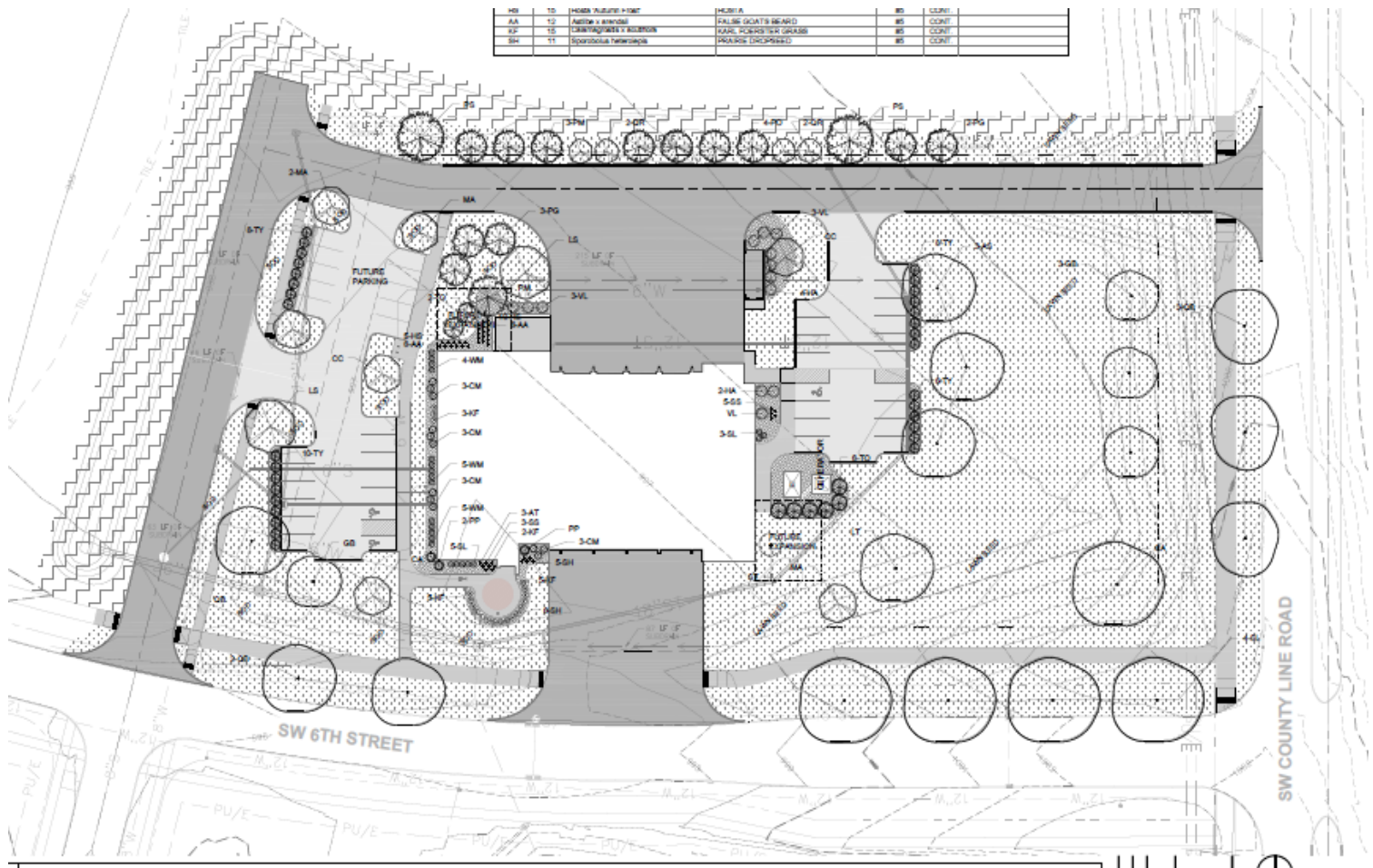
Because the Public Safety Center site plan is a civic use, no parkland dedication is required.



Future Land Use Map

The City of Grimes selected this site to accommodate for the future growth in population. An analysis was completed with respect to response time standards, and the results indicated that a station should be located along the west side of the City, adjacent to County Line Road. The City then prioritized locations along County Line Road that were available from an infrastructure and development perspective. This particular site met the criteria and the City negotiated the acquisition of the site.

Site Layout



ACCESS

A private right-in/right-out access is proposed along the north side of the site off SW County Line Road. This access is for emergency vehicles only, and will have signage to prevent public drivers from entering. An additional access will be provided at the intersection along SW 6th Street and a private street. This will be where visitors or employees of the Center will enter and park. The private street will continue north to provide access to the future multi-family development north of the Public Safety Center site.

BUILDING SETBACKS

Front: 25'

Side: 10'

Rear: 25'

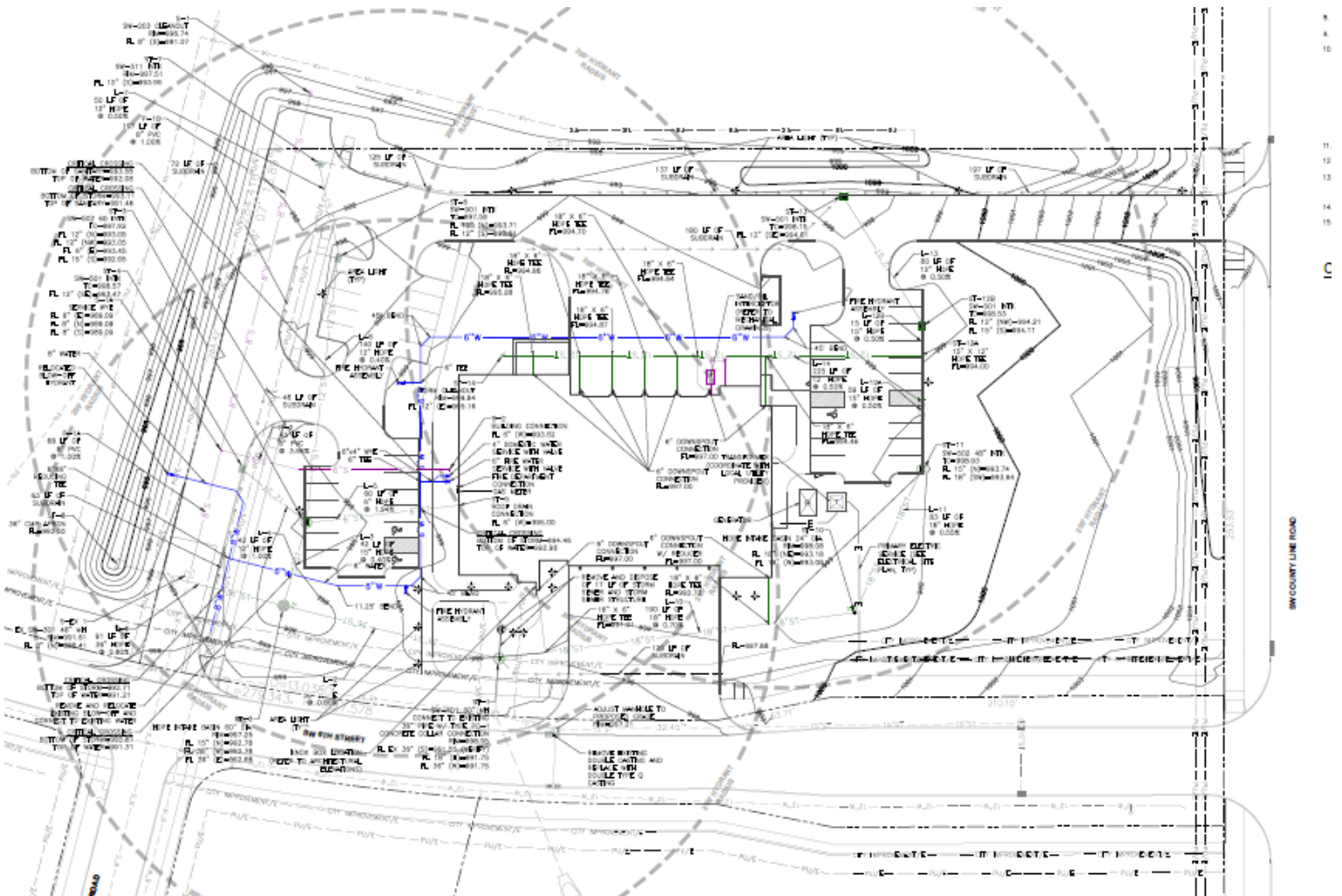
PARKING:

Parking calculations are based off a Civic Use for this site. For the 11,100 proposed square footage (not counting the four apparatus bays), and will and calculation of 3 spaces per 1,000 square feet, the parking space requirement is 34 spaces. The applicant is proposing 41 spaces. Parking will be used by visitors, fire department staff, and staff for the Polk County Sheriff's Department.

INSERT DETAILS OF IMPORTANCE

The site is located within Lot 3 of the Hope Meadows development, at the NW intersection of SW 6th Street and SW County Line Road. The building will be one of the stations for the Johnston Crimes Fire Department, as well as the Polk County Sheriff's Department.

Utilities



SANITARY

An 8" sanitary will be extended through the private street, extending north. A 6" sanitary main will be stubbed from the 8", and extend into the site to meet the sanitary needs. A sand/oil interceptor will be installed and tied to the floor drains within the apparatus bays.

WATER

A 6" water main will be stubbed from an 8" water main along the private street. The site does meet the 150' radius requirements for hydrant coverage.

STORM WATER

Stormwater mains are provide throughout the site to provide stormwater mitigation. The site drains to the south to a wet detention basin.

Architecture



BUILDING & ELEVATIONS

The building is oriented southwards and faces SW 6th Street. It is primarily constructed of precast and face brick in neutral colors. The building is proposed to be 1 to 1 1/2 stories tall and will compliment the neighboring residential uses.

DUMPSTER ENCLOSURE

The dumpster enclosure will be constructed with grey-toned precast that will match the primary building. The door will be an opaque composite wood, and will be oriented inwards to the site. Bollards are placed between the doors to provide protection for garbage trucks loading/unloading the dumpsters.

LIGHTING

Uplighting is proposed along the elevations to illuminate building signage, flag poles, etc. A street pole is proposed at the intersection of the parking lot driveway and the private street.

Board of Adjustment & Conclusion

BOARD OF ADJUSTMENT

City staff took the Public Safety Center site plan to the Board of Adjustment on March 20th, 2024. The City of Grimes was the applicant and requested a special use permit for the construction of a civic building.

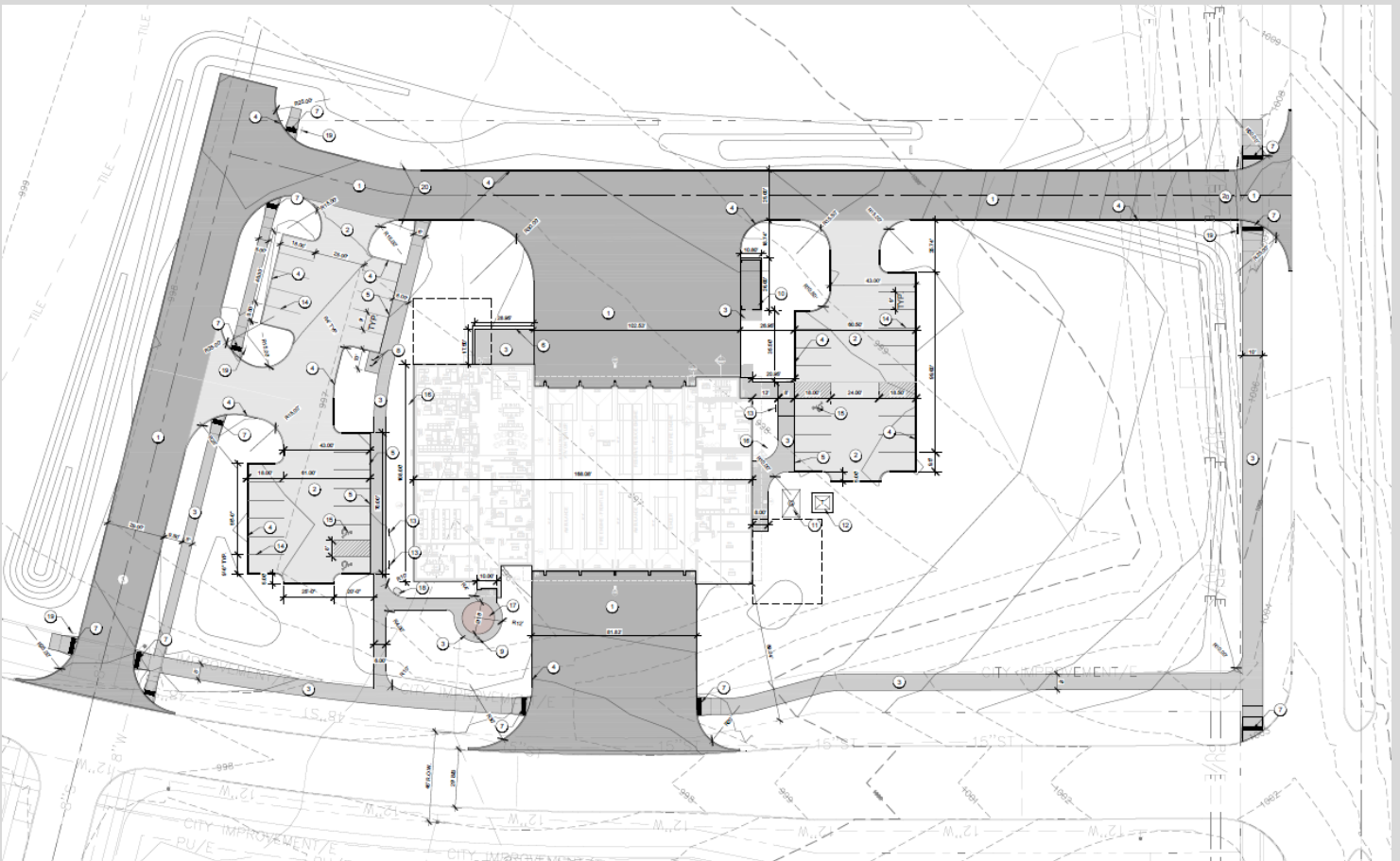
Per Section 12-2-1 of the City of Grimes Code of Ordinances, "Any public building erected and used by a department of the City shall require a special use permit."

The site is located in a recently rezoned property call Hope Meadows. The property was rezoned in August of 2021 from A-1 to PUD. A development agreement for the rezone lists the approved uses for the PUD that include single-family residential, townhome residential, multi-family residential, and commercial. Additional requirements are provided for each use, that include architectural and material requirements, landscaping, and access. The PUD is currently being updated to reflect the bulk requirements for the public safety center.

The Board of Adjustment approved the request for the special use permit for the civic building.

STAFF RECOMMENDATION

Staff recommends the Public Safety Center site plan for approval, subject to any remaining staff comments.





Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~March 1, 2024~~

~~March 26, 2024~~

May 20, 2024

Civil Design Advantage

Attn: Keith Weggen

4121 NW Urbandale Drive

Urbandale, IA 50322

RE: Public Safety Center – Site Plan

Dear Keith,

The Development Services Department is in receipt of a proposed Site Plan for the Public Safety Center. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. Please update Grimes Standard Notes for Site Plans. They are attached. **Please include the general notes as well from the City of Grimes Standard Notes for Site Plans.** On sheet C300, under City of Grimes Standard Notes for Site Plans, please change #2 to “The contractor shall be responsible for reviewing, signing, and returning the preconstruction packet to the Development Services Department prior to the start of construction.”
- ~~2. Please provide a lighting plan and lighting spec sheets for parking lot and building lighting. Staff suggests a light pole along the private drive on the west side.~~
- ~~3. Please provide a completed SWPPP and SWPPP checklist. The checklist is attached.~~
- ~~4. Please show the frost protected stoops at each egress door.~~
- ~~5. Please provide a KnoxBox location. Per 11-6-12 Fire Code Additions, Deletions, Modifications, and Amendments—Section 506.1 requires the installation of a knoxbox.~~
- ~~6. Please provide stop signs at all drives/roadway intersections.~~
- ~~7. The dumpster enclosure shows two dumpsters. Will one be a recycling dumpster?~~

8. Please provide mailbox location. This will need to be coordinated with the Post Office. I do not see a callout for #21, please show on plan set.
9. ~~Remove the buffer easement on the lot.~~
10. ~~Show ingress/egress/ water main, and storm easements on the plan.~~
11. Please provide as-built record drawings per the City of Grimes As-Built Policy
12. ~~Please provide complete legends to match plans.~~

Cover Sheet:

1. Please add project contact information. Please add engineer and architect contact information. Please list architect and engineer's names for who's overseeing project.
2. ~~Please add a construction schedule.~~
3. ~~Please add the north arrow.~~
4. ~~Please provide property description. Please relabel SW to say "NW intersection"~~
5. ~~Please provide zoning and bulk regulations. Please update the bulk regs to match the PUD amendment~~
6. ~~Please provide parking calculations.~~
7. ~~Provide open space calculations.~~
8. ~~Provide legal description.~~

Sheet C300:

1. ~~Staff questions the curb transitions on the north and south side of the apparatus apron. Is there a reason for not keeping it full curb all the way to the bay doors?~~
2. ~~Please show hatch for pavement.~~

Sheet C301:

1. ~~Please provide a minimum 5-foot safety shelf on the west side of the trail along SW County Line Road.~~

- ~~2. Label ADA parking slopes on the detail for Alternate #1.~~
- ~~3. Staff questions how the grade will be cut along the trail to the east of the site with the existing utilities. Shift grade outside of PUE.~~

Sheet C302:

- ~~1. The discharge point arrow is unclear, as it looks as if the site is discharging from the street intake on 6th street. Please revise or clarify.~~
- ~~2. Please add temporary stabilization to the quantities tab.~~
- ~~3. Please ensure all intakes, including area intakes and flared end inlets, have inlet protection.~~
- ~~4. Please add inlet protection east of the driveway and along County Line Road for other driveway to meet requirements normally covered in pre-construction meeting.~~
- ~~5. Please add controls to protect the stockpile to meet topsoil preservation requirements.~~
- ~~6. Please ensure sediment controls are included on all down slope perimeters.~~

Sheet C400:

- ~~1. Please provide critical crossing elevations for all utilities.~~
- ~~2. Please provide a minimum of 5 feet of horizontal separation between subdrain and water main.~~
- ~~3. Please verify that a 4" domestic service is necessary for the building.~~
- ~~4. Is extending the water main east of the rear apparatus drive necessary? Looks like it could stop before the driveway and still serve the fire needs.~~
- ~~5. Will there be floor drains within the fire truck bays? If so, they will be required to be tied into a sand/oil separator.~~
- ~~6. Is the third hydrant at the SW corner needed?~~
- ~~7. Please verify sanitary sewer service stubbed to the lot. Service shall be removed back to sanitary main, and wye capped.~~

- ~~8. Please provide sanitary sewer cleanout 5' outside the building.~~
- ~~9. Please extend P-1B to terminate outside the swale.~~
- ~~10. Please provide storm sewer cleanouts for the subdrain.~~
- ~~11. Please relabel 18" x 6" HDPE Tees to a 6" Inserta tees.~~
- ~~12. L-2 label is covered. Please fix.~~

Sheet L200:

- ~~1. Please add "Do not enter" signage at north entrance — or "Emergency vehicles only."~~
- ~~2. Please delineate sidewalk through the driveways with 1/2" expansion joints on each side.~~

Sheet L201:

- ~~1. Label lot dimensions and make the property line more pronounced on the plan.~~
- ~~2. Are the labels for the generator and transformer switched? Please verify.~~
- ~~3. How tall will the generator be?.~~
4. **Coordinate transformer location with Mid-American. Label the direction of the doors.**
Please provide final cut sheets
- ~~5. Is monument signage proposed?~~

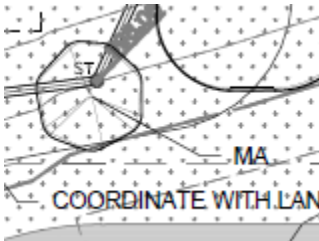
Sheet L300:

- ~~1. Please revise to SOD the west half of the building/site, and around buildings/parking areas. Large open area to east can be seeded. Label sod in the ROW. Label sod in the island by the dumpster enclosure.~~
- ~~2. Please move trees along SW 6th St to be centered between the sidewalk and property line. The trees are currently on the property line. Please have the property line be more pronounced/bolded. Please move trees between sidewalk and property line into the city improvement easement.~~

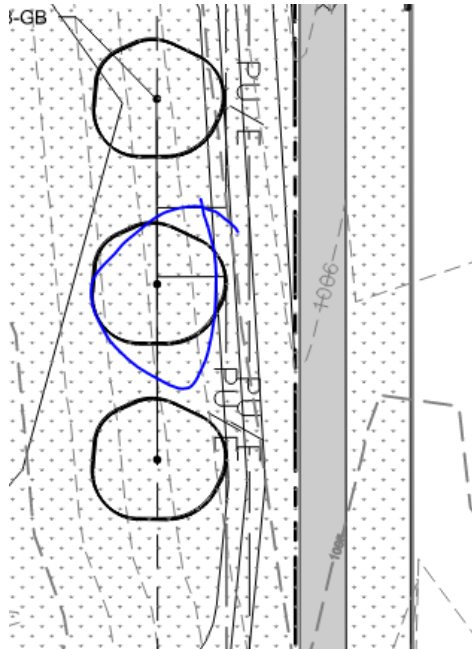
- ~~3. Provide 1 tree per 50 of frontage on SW 6th St and County Line Rd. Include calculations. No more than 5 of the same species can be planted in a row. Please move the trees to the west side of the trail.~~
- ~~4. Change the plantings around the generator and transformer to be evergreen plantings to screen the height of both structures year around.~~

Sheet L400:

- ~~1. What is the proposed height of the flagpole?~~
- ~~2. Provide detail for bike racks.~~
- ~~3. Please place evergreen shrubs along the east parking lot to screen headlights.~~
4. Add utilities to the landscape sheet to ensure there are no conflicts. **The utilities on the landscaping plan do not match the other sheets. Please revise, and make them more visible. Please shift the tree at the SE corner of the front future expansion, out of the storm main.**



- ~~5. Provide evergreen shrubs along the parking spaces to screen headlights year round.~~
- ~~6. Remove keyway joint and rebar from Section: Curb and Gutter, Typ.~~
- ~~7. Suggest moving the tree away from the PUE along County Line Rd.~~



Building Elevations:

1. ~~There is a note on the South Elevation “SVPA_Solid White” I assume this is erroneous.~~
2. ~~Are the wall mounted letters intended to be lit?~~
3. ~~On the north elevation, there is a balcony shown. Are there stairs proposed off the balcony?~~
4. ~~Provide dumpster enclosure detail.~~
5. ~~Provide material percentages. A minimum of 60% of all facades, excluding windows and doors, shall contain brick/stone or similar concrete or masonry material. Please revise the material percentages to exclude glazing and doors from the total wall area and percentages.~~
6. ~~Label building lighting locations.~~
7. ~~Is roof mounted equipment proposed? All equipment needs to be screened with parapet or point in place screening. Provide details for any screening. Please provide detail for the screen in the elevation drawings and show screen locations on the roof.~~

SWPPP

1. Please change “site owner” to City of Grimes, mahrens@grimesiowa.gov, 515-986-4050. Site owner name still needs changed on NOI
2. Include site supervisor contact information once known
3. Include swPPP monitoring contact information once known
4. ~~A signed copy of the owner’s certification statement~~
5. Total disturbed area cannot be greater than total area of site. Please revise.
6. Edit contact information on NOI to responsible contractor
7. Include signed affidavit of publication once available Still need signed affidavit.
8. Include copy of NPDES permit once available (IDNR letter of authorization)
9. ~~Include dewatering protocol as stated in the GP2~~
10. ~~Add City of Grimes Public Works to spill response notification.~~
11. Include and updated construction schedule once known
12. Include signed contractor/subcontractor certification statements for all contractors involved
13. Ensure site plan within document is kept up to date with each submittal/ revision
14. Include a filled out copy of inspector qualifications
15. Include a filled out copy of SWPPP Training log
16. Include copy of blank inspection report that will be used on site (obtain from contractor)

SWMP

1. Please provide intake design spreadsheet.
2. Storm Sewer Map: Does DA 5 all go to the west, north, or south? There are 3 roof drain connections to this section. Does DA 15 all go to the north?

3. Storm Sewer Spreadsheet: Either add a ST-12A structure to the spreadsheet or add the DA from L-14 to ST-12B. L-12A should have an equivalent 0.868 acres going to it. Same with ST-3.
4. Storm Sewer Spreadsheet: ST-3 accumulated E.A. should be 0.672 acres. Possible adjustment may need to be made based on comment above.
5. Storm Sewer Spreadsheet: ST-2 accumulated E.A. should be 9.632 acres.
6. Storm Sewer Spreadsheet: ST-1 accumulated E.A. should be 11.06 acres.

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 2, 2024
May 27, 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

CITY OF GRIMES PUBLIC SAFETY CENTER

City Of Grimes
2001 SW 6th Street
Grimes, Iowa 50111

CONFLUENCE

SHEET INDEX

SHEET NO.	SHEET TITLE
L000	COVER SHEET
L001	GENERAL NOTES
	CIVIL SHEETS
C300	GRADING PLAN
C301	GRADING PLAN
C302	EROSION AND SEDIMENT CONTROL PLAN
C400	UTILITY PLAN
	LANDSCAPE SHEETS
L100	SITE PREPARATION PLAN
L200	LAYOUT PLAN
L300	PLANTING PLAN
L400	DETAILS
L401	PLANTING DETAILS

PROJECT CONTACT INFORMATION
JIM CLARK - FIRE CHIEF 515-251-7690 JCLARK@CITYOFJOHNSTON.COM

PROPERTY DESCRIPTION
LOCATED NW OF INTERSECTION OF SW 6TH & COUNTY LINE ROAD. ADDRESS - 2001 SW 6TH STREET.

LEGAL DESCRIPTION
LOT 3, HOPE MEADOWS PLAT 1

ZONING REQUIREMENTS
MEADOWS P.U.D. ORDINANCE 751 AND TRANSPORTATION CORRIDOR MIXED USE OVERLAY.

BULK REGULATIONS
MULTI-FAMILY AREA REGULATIONS
FRONT SETBACK : 30'
REAR SETBACK: 20'
SIDE SETBACK: 10'
PARKING SETBACK: 10'
BUILDING HEIGHT: MAX. 45' (4 STORIES)

CONSTRUCTION SCHEDULE
GRADING & UTILITIES - SUMMER 2024
BUILDING - SUMMER 2024 - SPRING 2025
PAVING - SUMMER 2024 - FALL 2024
LANDSCAPING - SPRING 2025

PARKING CALCULATIONS
11,100 GSF (DOES NOT INCLUDE APPARATUS BAY)
CIVIC USE = 3 SPACES / 1,000 GSF. 11.1 X 3 = 33.3
34 SPACES REQUIRED
41 SPACES PROVIDED

OPEN SPACE PROVIDED
TOTAL SITE AREA 163,072 SQ FT.
TOTAL AREA OF BUILDING, PARKING, AND DRIVES ON LOT = 70,836 SQ FT.
163,072 - 70,836 = 92,236 / 163,072 = .565
56% OPEN SPACE

VICINITY MAP



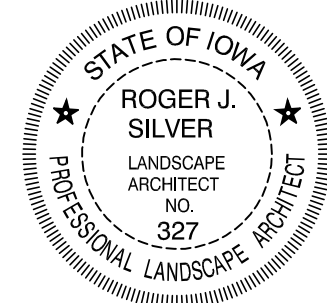
01 | 42 STALLS- 3 ADA, 41 TYPICAL
GRIMES FIRE DEPARTMENT
GRIMES, IOWA

CONFLUENCE
January 10, 2024 | 23014

ARCHITECT
SVPA ARCHITECTS INC.
1466 28TH ST
WEST DES MOINES, IA 50266
PH: (515) 327-5990
CONTACT

CIVIL ENGINEER
CIVIL DESIGN ADVANTAGE
4121 NW Urbandale Dr
Urbandale, IA 50322
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CONTACT

LANDSCAPE ARCHITECT
CONFLUENCE
525 17TH STREET
DES MOINES, IA 50309
PH: (515) 288-4875
www.thinkconfluence.com
CONTACT



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

ROGER J. SILVER IOWA LICENSE #327 03-25-2025
SHEETS COVERED BY THIS SEAL: 0005-0201 + L100-L400

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ISSUED FOR
SITE PLAN
SUBMITTAL



COVER

CONFLUENCE PROJECT # 23014

L000

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- A. CIVIL DESIGN ADVANTAGE (CDA) PREPARED THE SURVEY FOR THIS PROJECT. IMMEDIATELY NOTIFY CIVIL DESIGN ADVANTAGE OF ANY ANY DISCREPANCIES BETWEEN THE SURVEY AND FIELD CONDITIONS.
- B. THE CONTRACTOR SHALL NOTIFY THE 811 ONE CALL CENTER TO REQUEST THE LOCATION OF ALL UTILITIES WITHIN THE CONSTRUCTION AREA PRIOR TO ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL PRIVATE UTILITIES NOT COVERED BY 811 ONE CALL. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
- C. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL EXISTING CONDITIONS, IMPROVEMENTS, VEGETATION AND UTILITIES TO REMAIN. ANY DAMAGE SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST.
- D. THE CONTRACTOR SHALL CONSTRUCT ALL ITEMS WITHIN THIS CONTRACT IN ACCORDANCE WITH ALL STATE AND LOCAL CODES, REGULATIONS AND ENGINEERING STANDARDS. CONTRACTOR TO COMPLY WITH ALL APPLICABLE STATE AND LOCAL CODES OF LAW OR STREETS WITH THE APPROPRIATE JURISDICTIONS.
- E. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.

- A. PRIOR TO ANY EXCAVATION AT THE SITE, CONTRACTOR SHALL CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANIES REPRESENTATIVES TO DETERMINE POSSIBLE UTILITY LOCATIONS AND RESULTS TO COMPENSATION WILL BE ALLOWED FOR DAMAGE DERIVING FROM FAILURE TO COMPLY WITH THIS REQUIREMENT. REPORT ANY DAMAGE TO EXISTING UTILITIES PRIOR TO REPAIR. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER OF THE UTILITY.
- B. FIELD VERIFY EXISTING GRADES AND LOCATIONS OF EXISTING UTILITIES, CONDUITS, ETC., PRIOR TO PAVING, BUILT-UP AND OTHER SITE STRUCTURES. PRIOR TO DEMOLITION OR CONSTRUCTION AND IMMEDIATELY INFORM THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. THE CONTRACTOR SHALL REPORT TO THE OWNER ANY DAMAGE TO OWNER'S PROPERTY PRIOR TO REPAIR.
- C. PROTECT ALL ITEMS WITHIN CONTRACT LIMITS NOT INDICATED TO BE REMOVED. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
- D. CONTACT THE LANDSCAPE ARCHITECT PRIOR TO REMOVING ANY PLANT MATERIAL NOT INDICATED TO BE PROTECTED OR REMOVED.
- E. CONTRACTOR TO PROVIDE ADEQUATE BARRICADES AND TRAFFIC CONTROL. COMPLY WITH REQUIREMENTS OF LOCAL JURISDICTION.
- F. CONTRACTOR SHALL SAW CUT ALL ASPHALT OR CONCRETE TO BE REMOVED TO THE NEAREST CONTROL JOINT WHERE PRACTICAL.
- G. PROTECT ALL ITEMS WITHIN CONTRACT LIMITS NOT INDICATED TO BE REMOVED. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.

- A. ALL CURB AND GUTTER DIMENSIONS ARE TO FACE OF CURB. ALL SIDEWALK DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
- B. WHEN CONTROL POINTS ARE PROVIDED THE CONTRACTOR SHALL VERIFY CONTROL POINTS PRIOR TO CONSTRUCTION.
- C. ALL RAMPS AND CURB RAMPS SHALL COMPLY WITH FEDERAL AND LOCAL ACCESSIBILITY STANDARDS.
- D. CONTRACTOR TO SUPPLY AND INSTALL ALL NECESSARY SLEEVES UNDER PAVING AND WALKS. COORDINATE LOCATIONS WITH GENERAL CONTRACTOR.
- E. SITE PLAN SHOWS DIAGRAMMATIC LAYOUT OF CONTROL JOINTS. UNLESS NOTED OTHERWISE EXPANSION JOINTS SHALL BE PLACED AT A MAXIMUM OF 35' O.C. AND ADJACENT TO FIXED VERTICAL STRUCTURES SUCH AS WALLS, CURBS, STEPS AND BUILDINGS.
- F. PROPOSED SIGNAGE TO MEET LOCAL SIGN CODES. CONTRACTOR SHALL SECURE SIGN PERMITS WHERE REQUIRED.

- PLANT QUANTITIES IN PLANT SCHEDULE ARE FOR CONVENIENCE ONLY AND ARE NOT GUARANTEED. QUANTITIES ON PLAN WILL PREVAIL IF DISCREPANCIES OCCUR.
- B. THE CONTRACTOR SHALL SHOW PROOF OF PROCUREMENT, SOURCES, QUANTITIES AND VARIETIES FOR ALL SHRUBS, PERENNIALS, ORNAMENTAL GRASSES, AND ANNUALS WITHIN 21 DAYS FOLLOWING THE AWARD OF CONTRACT. TIMELY PROCUREMENT OF ALL PLANT MATERIAL IS ESSENTIAL TO THE SUCCESSFUL COMPLETION AND ACCEPTANCE OF THE PROJECT.
- C. SUBSTITUTIONS SHALL ONLY BE ALLOWED WHEN THE CONTRACTOR HAS EXHAUSTED ALL SOURCES FOR THE SPECIFIED MATERIAL, AND HAS PROVEN THAT THE SPECIFIED MATERIAL IS NOT AVAILABLE. THE CONTRACTOR MUST PROVIDE NAME AND VARIETY OF SUBSTITUTION TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO TAGGING OR PLANTING. SUBSTITUTIONS SHALL BE NEAREST EQUIVALENT SIZE OF VARIETY OF PLANT HAVING SAME ESSENTIAL CHARACTERISTICS.
- D. ALL PLANT MATERIAL SHALL BE NURSERY GROWN, SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECTS, DISEASE AND INJURIES, WITH 100% GROWTH THAT IS NORMAL FOR THE SPECIES. SIZES SHALL BE EQUAL TO OR EXCEEDING SIZES INDICATED ON THE PLANT LIST. KIND, SIZE AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1), MOST RECENT EDITION.
- E. STAKE OR PLACE ALL PLANTS IN FIELD AS INDICATED ON THE DRAWINGS OR AS DIRECTED BY THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PLANTING.
- F. PLANT FIVE TREES FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO PLANTING THE REMAINING TREES ON SITE. DEMONSTRATION SHOULD ILLUSTRATE A COMPREHENSIVE UNDERSTANDING OF INFORMATION INCLUDED IN PLANTING DETAILS AND SPECIFICATIONS.
- G. PROVIDE A MINIMUM OF 48 HOURS NOTICE FOR APPROVAL OF PLANT LAYOUT AND SAMPLE TREE PLANTINGS.
- H. THE CONTRACTOR SHALL REPORT SUBSURFACE SOIL OR DRAINAGE PROBLEMS TO THE LANDSCAPE ARCHITECT PRIOR TO PLANTING.
- I. SEED ALL AREAS WITHIN CONTRACT LIMITS, NOT COVERED BY PAVING, BUILDINGS, OR PLANTING BEDS, UNLESS OTHERWISE NOTED.
- J. ALL SODDING SHALL COMPLY WITH IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SDAS) SECTION 9020.
- K. ALL SEEDING SHALL COMPLY WITH IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SDAS) SECTION 9010. SEED MIXES DEFINED ON LANDSCAPE SHEETS. SEEDING SHALL COMPLY WITH SECTION 10.00 CONVENTIONAL SEEDING. SEEDS AREAS SHALL HAVE HYDRAULIC MULCH APPLIED WITH MECHANICALLY BONDED FIBER MATRIX (MBFM) AT A RATE OF 3,000 LBS/ ACRE. HYDRAULIC MULCH MAY ONLY BE PLACED AFTER SEEDING - NO HYDRAULIC SEEDING PERMITTED.
- L. CONTRACTOR SHALL PLACE SHREDDED BARK MULCH AROUND ALL TREES AND IN ALL PLANTING BEDS TO A DEPTH OF 3".
- M. SEE SPECIFICATIONS FOR PLANT MAINTENANCE AND WARRANTY REQUIREMENTS.

PROPOSED	— — — — —	SANITARY MANHOLE	
PROPERTY BOUNDARY	— — — — —	WATER VALVE BOX	
SECTION LINE	— — — — —	FIRE HYDRANT	
CENTER LINE	— — — — —	WATER CURB STOP	
RIGHT OF WAY	— — — — —	WELL	
BUILDING SETBACK	— — — — —	STORM SEWER MANHOLE	
PERMANENT EASEMENT	— — — — —	STORM SEWER SINGLE INTAKE	
TEMPORARY EASEMENT	— — — — —	STORM SEWER DOUBLE INTAKE	
TYPE SW-501 STORM INTAKE		FLARED END SECTION	
TYPE SW-502 STORM INTAKE		DECIDUOUS TREE	
TYPE SW-503 STORM INTAKE		CONIFEROUS TREE	
TYPE SW-505 STORM INTAKE		DECIDUOUS SHRUB	
TYPE SW-506 STORM INTAKE		CONIFEROUS SHRUB	
TYPE SW-512 STORM INTAKE		ELECTRIC POWER POLE	
TYPE SW-513 STORM INTAKE		GUY ANCHOR	
TYPE SW-401 STORM MANHOLE		STREET LIGHT	
TYPE SW-402 STORM MANHOLE		POWER POLE W/ TRANSFORMER	
FLARED END SECTION		UTILITY POLE W/ LIGHT	
TYPE SW-301 SANITARY MANHOLE		ELECTRIC BOX	
STORM/SANITARY CLEANOUT		ELECTRIC TRANSFORMER	
WATER VALVE		ELECTRIC MANHOLE OR VAULT	
FIRE HYDRANT ASSEMBLY		TRAFFIC SIGN	
SIGN		TELEPHONE JUNCTION BOX	
DETECTABLE WARNING PANEL		TELEPHONE MANHOLE/VAULT	
WATER CURB STOP		TELEPHONE POLE	
SANITARY SEWER	— — — — — S — — — — —	GAS VALVE BOX	
SANITARY SERVICE	— — — — — S — — — — —	CABLE TV JUNCTION BOX	
STORM SEWER	— — — — — ST — — — — —	CABLE TV MANHOLE/VAULT	
STORM SERVICE	— — — — — ST — — — — —	MAIL BOX	
WATERMAIN WITH SIZE	— — — — — W — — — — —	BENCHMARK	
WATER SERVICE	— — — — — W — — — — —	SOIL BORING	
SAWCUT (FULL DEPTH)		UNDERGROUND TV CABLE	— — — — —
SILT FENCE		GAS MAIN	— — — — —
USE AS CONSTRUCTED	(UAC)	FIBER OPTIC	— — — — —
MINIMUM PROTECTION ELEVATION	MPE	UNDERGROUND TELEPHONE	— — — — —
		OVERHEAD ELECTRIC	— — — — —
		UNDERGROUND ELECTRIC	— — — — —
		FIELD TILE	— — — — —
		SANITARY SEWER W/ SIZE	— — — — —
		STORM SEWER W/ SIZE	— — — — —
		WATER MAIN W/ SIZE	— — — — —

ALT	ALTERNATE	LP	LOW POINT
ALW	ALLOWANCE	MFG	MANUFACTURER
ADA	AMERICANS WITH	MANH	MANHOLE
APPROX	DISABILITIES	ME	MATCH EXISTING
	APPROXIMATE	MAX	MAXIMUM
	ARCHITECT	MIN	MINIMUM
	AVERAGE		
B&B	BALLED AND BURLAPPED	NOM	NOMINAL
BOC	BACK OF CURB	N	NORTH
BW	BOTH WAYS	NIC	NOT IN CONTRACT
BC	BOTTOM OF CURB	NTS	NOT TO SCALE
BS	BOTTOM OF STEPS	NO	NUMBER
BLDG	BUILDING	OC	ON CENTER
CAL	CALIPER	OD	OUTSIDE DIAMETER
CIP	CAST IN PLACE	PT	POINT
CL	CENTER LINE	PC	POINT OF CURVE
CLR	CLEAR	PI	POINT OF INTERSECTION
CO	CLEANOUT	PE	POLYETHYLENE
CONC	CONCRETE	PVC	POLY VINYL CHLORIDE
CONT	CONTINUOUS	PL	PROPERTY LINE
CF	CUBIC FEET		
CY	CUBIC YARD	QTY	QUANTITY
DEMO	DEMOLISH	R	RADIUS
DTL	DETAIL	REF	REFERENCE
DIA	DIAMETER	REINF	REINFORCE
DIM	DIMENSION	R-EJ	REINFORCED EXPANSION JT
DWG	DRAWING	REQD	REQUIRED
DN	DOWN	REV	REVISION
		ROW	RIGHT-OF-WAY
EW	EACH WAY		
EA	EACH	S	SOUTH
E	EAST	SAN	SANITARY
EL	ELEVATION	SF	SQUARE FEET
ENG	ENGINEER	SHT	SHEET
EQ	EQUAL	SIM	SIMILAR
EST	ESTIMATE	SPTS	SPECIFICATIONS
EXIST	EXISTING	STC	STORM SEWER
EXP	EXPANSION	SY	SQUARE YARD
EXP	EXPANSION JOINT	STA	STATION
FJ	FACE OF CURB	STD	STANDARD
FO	FACE OF WALL	SYM	SYMMETRICAL
FW	FEET	SQ	SQUARE
FT			
FFE	FINISHED FLOOR ELEV	TH	THICK
FG	FINISHED GRADE	TBD	TO BE DETERMINED
FES	FINISHED SURFACE	T&B	TOP AND BOTTOM
FES	FLARED END SECTION	TC	TOP OF CURB
FL	FLOW LINE	TS	TOP OF STEPS
FTG	FOOTING	TW	TOP OF WALL
		TOPO	TOPOGRAPHY
GALV	GALVANIZED	TYP	TYPICAL
GA	GAUGE		
GEN	GENERAL	UNO	UNLESS NOTED OTHERWISE
HDPE	HIGH DENSITY POLYETHYLENE	VAR	VARIES
HP	HIGH POINT	VE	VERIFY EXISTING
HORIZ	HORIZONTAL	VOL	VOLUME
IN	INCHES	WT	WEIGHT
INCL	INCLUDED	WWM	WELDED WIRE MESH
ID	INSIDE DIAMETER	W	WEST
IE	INVERT ELEVATION	W/	WITH
		W/O	WITHOUT
JT	JOINT	YD	YARD

	PROPERTY LINE
	EASEMENT
	SETBACK
	EXISTING INDEX CONTOUR
	EXISTING CONTOUR
	PROPOSED INDEX CONTOUR
	PROPOSED CONTOUR
	COMMUNICATIONS
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	FIBER OPTIC
	SANITARY SEWER
	STORM SEWER
	UNDERDRAIN
	TELEPHONE
	WATER
	FENCE
	FENCE
	FENCE

2001 SW 6th STREET
GRIMES, IA 50111

SITE PLAN SUBMITTAL
04/3/2024

NOT FOR CONSTRUCTION

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PROJECT NUMBER

23012

L001

OVEREXCAVATION NOTES

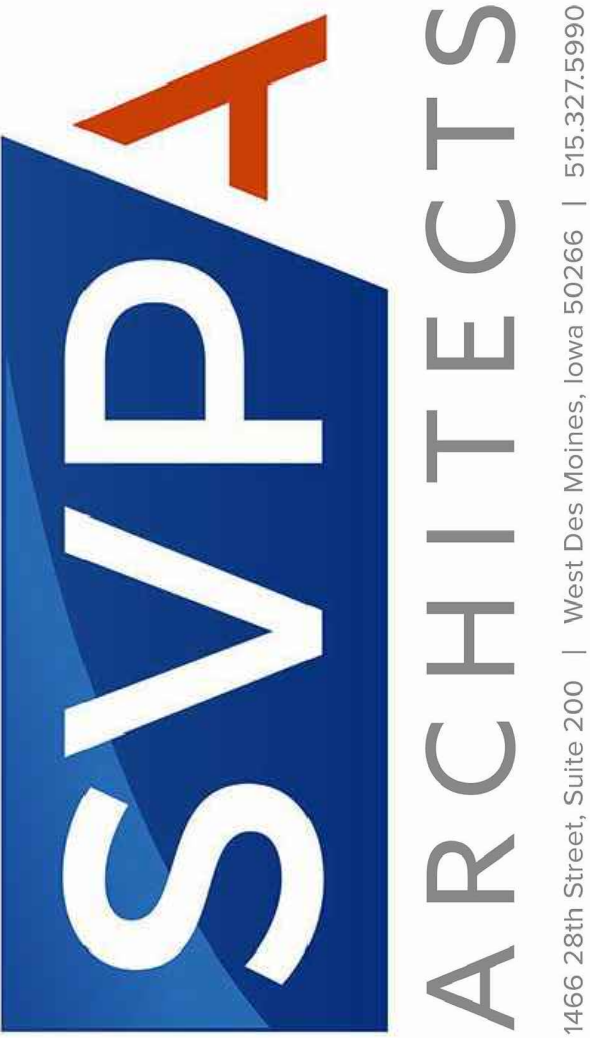
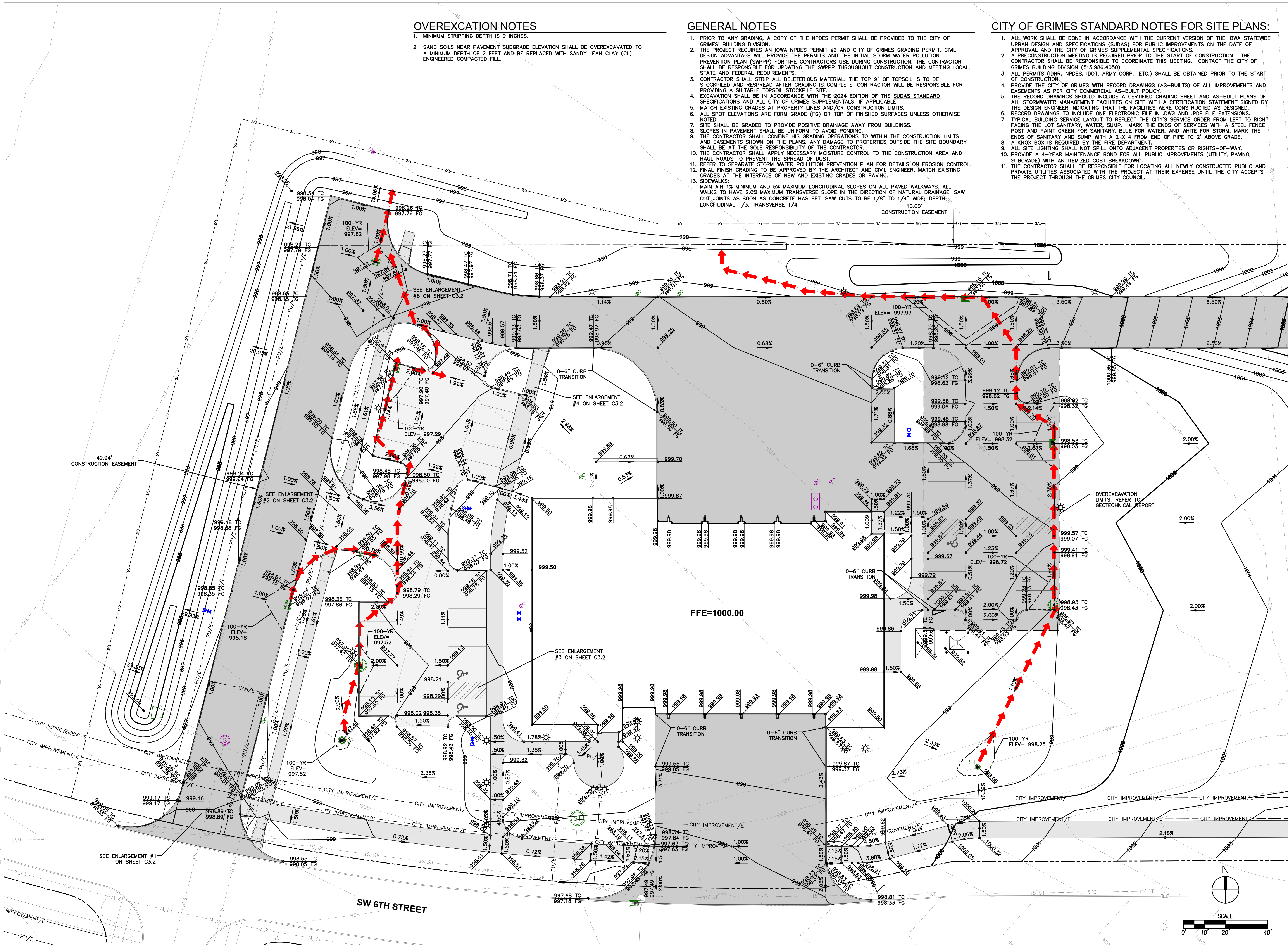
1. MINIMUM STRIPPING DEPTH IS 9 INCHES.
2. SAND SOILS NEAR PAVEMENT SUBGRADE ELEVATION SHALL BE OVEREXCAVATED TO A MINIMUM DEPTH OF 2 FEET AND BE REPLACED WITH SANDY LEAN CLAY (CL) ENGINEERED COMPACTED FILL.

GENERAL NOTES

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 9" OF TOPSOIL IS TO BE STOCKPILED AND RESPREAD 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. SITE 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 HAIL 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 T/3, TRANSVERSE T/4.

CITY OF GRIMES STANDARD NOTES FOR SITE PLANS:

1. 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.
2. A PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING. CONTACT THE CITY OF GRIMES BUILDING DIVISION (515.986.4050).
3. ALL PERMITS (DNR, NPDES, IDOT, ARMY CORP., ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
4. PROVIDE THE CITY OF GRIMES WITH RECORD DRAWINGS (AS-BUILTS) OF ALL IMPROVEMENTS AND EASEMENTS AS PER CITY COMMERCIAL AS-BUILT POLICY.
5. 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.
6. RECORD DRAWINGS TO INCLUDE ONE ELECTRONIC FILE IN .DWG AND .PDF FILE EXTENSIONS.
7. 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.
8. A KNOX BOX IS REQUIRED BY THE FIRE DEPARTMENT.
9. ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHTS-OF-WAY.
10. PROVIDE A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS (UTILITY, PAVING, SUBGRADE) WITH AN ITEMIZED COST BREAKDOWN.
11. 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.



1466 28th Street, Suite 200 | West Des Moines, Iowa 50266 | 515.327.5990



City of Grimes Public Safety Center

2001 SW 6th STREET
GRIMES, IA 50111

ISSUANCE

SITE PLAN SUBMITTAL
04/02/2024

REVISIONS

NOT FOR
INSTRUCTION

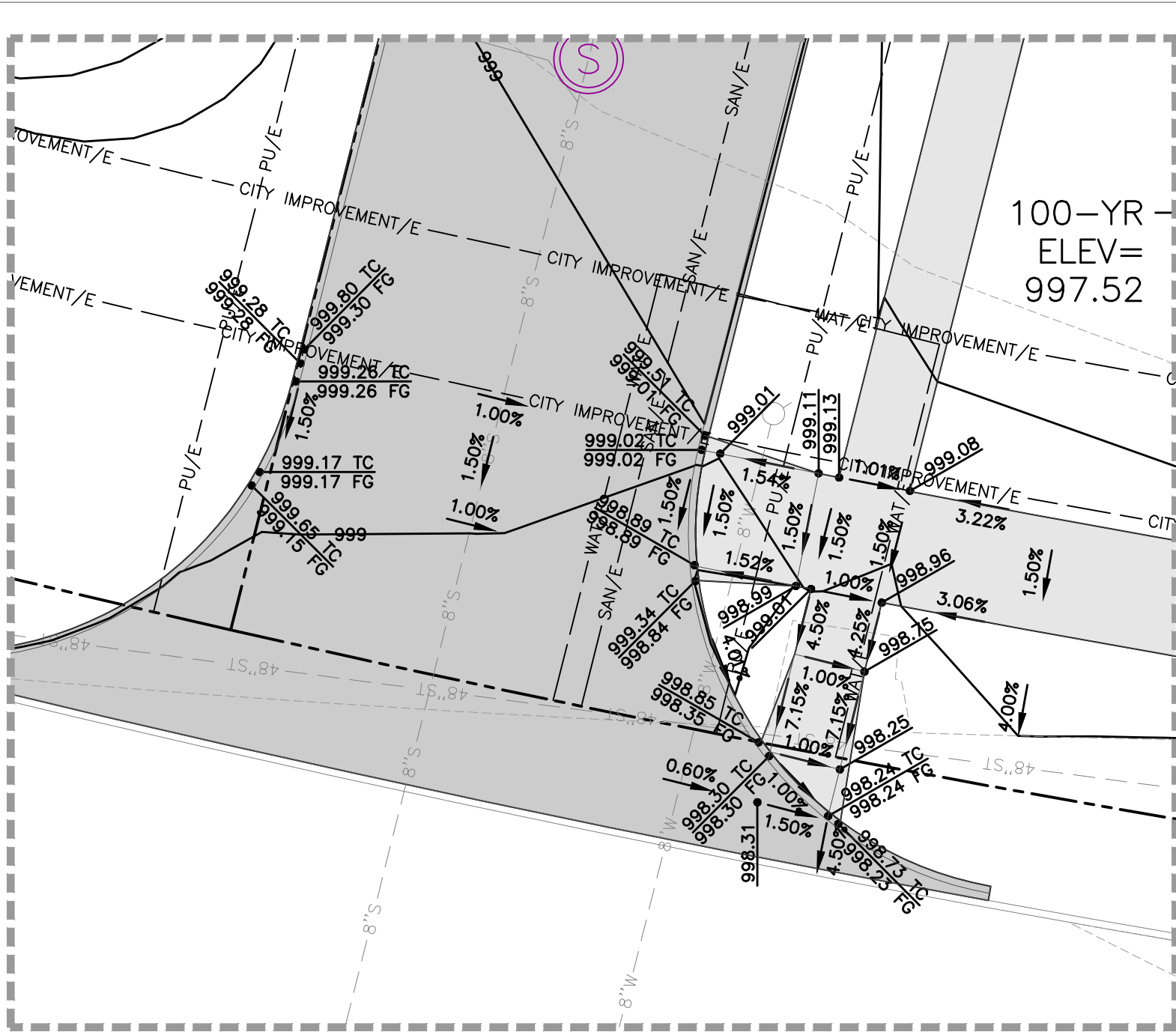
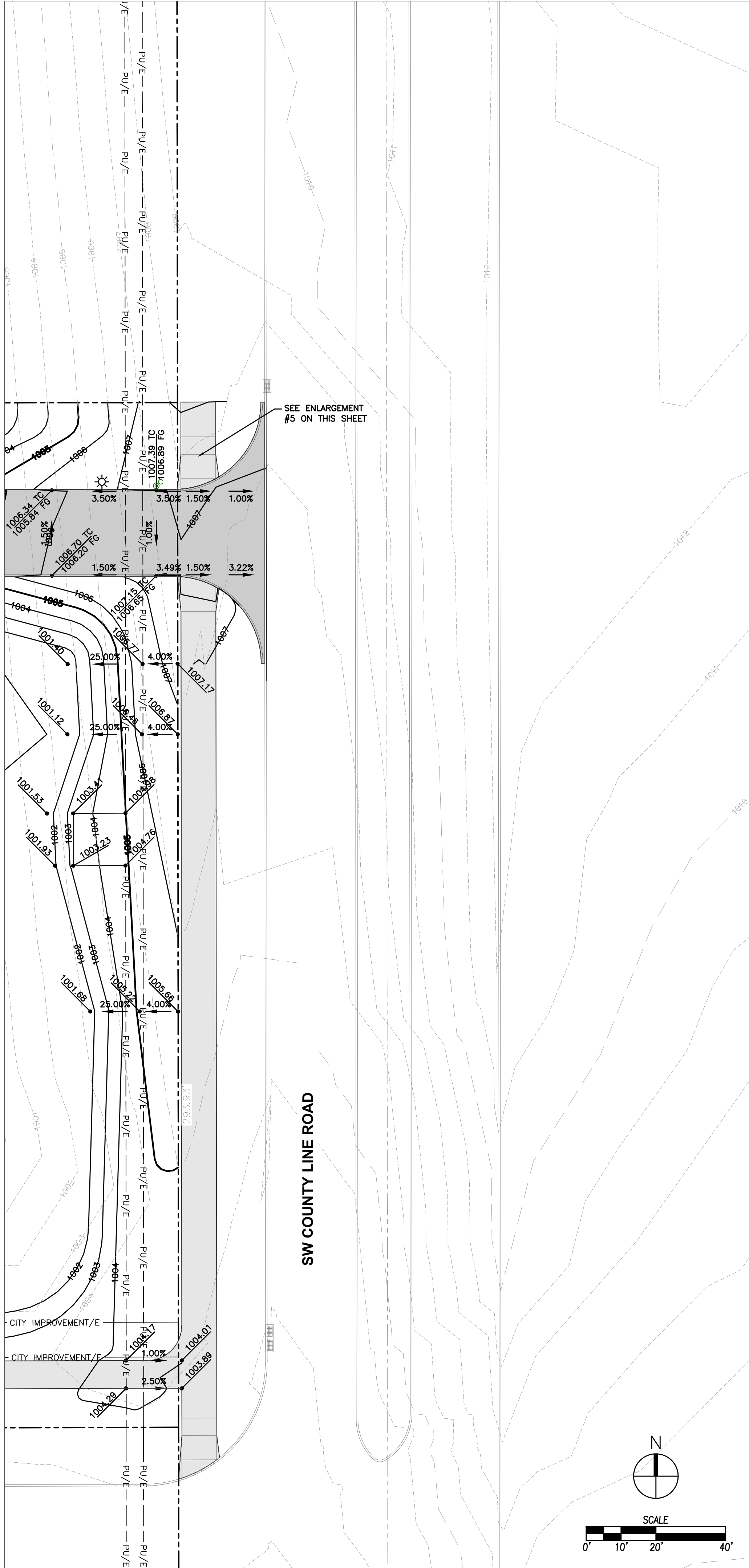
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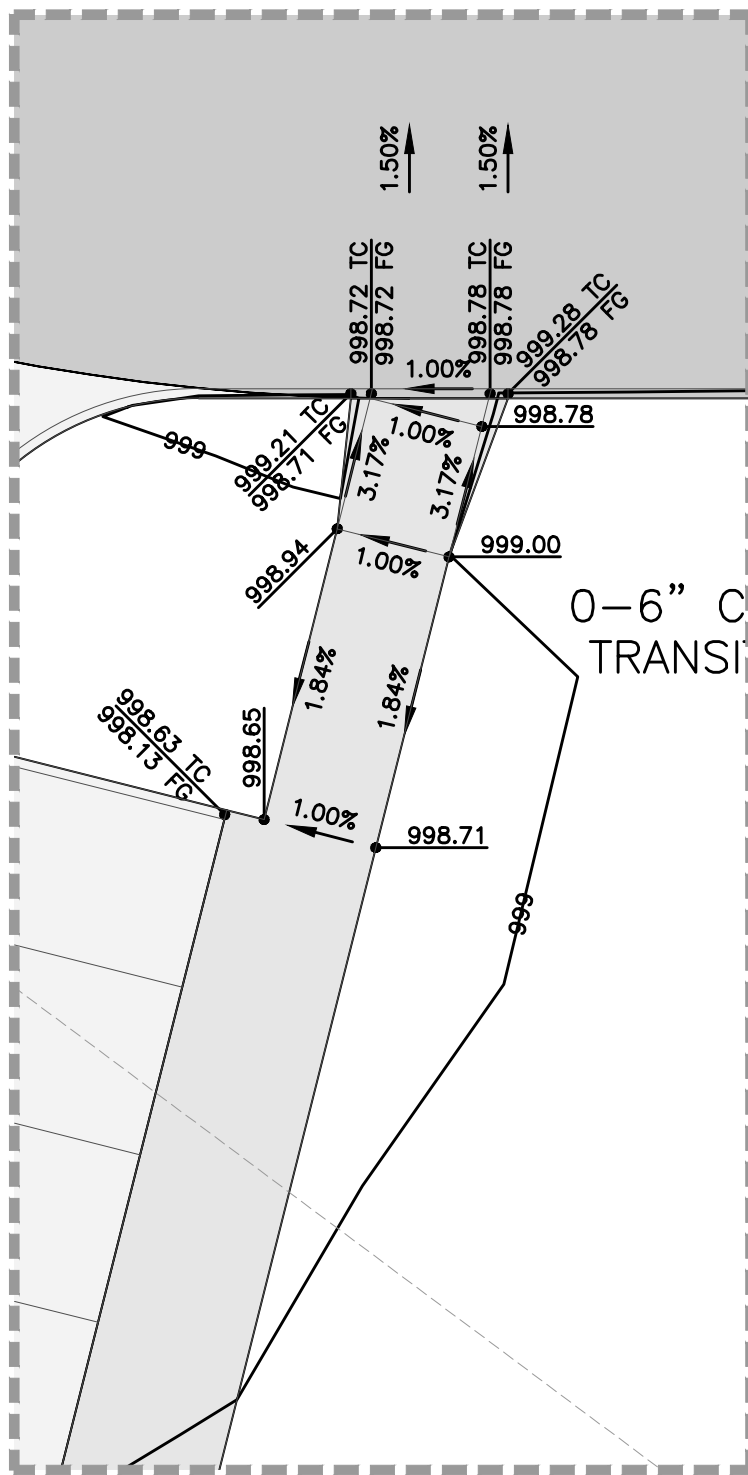
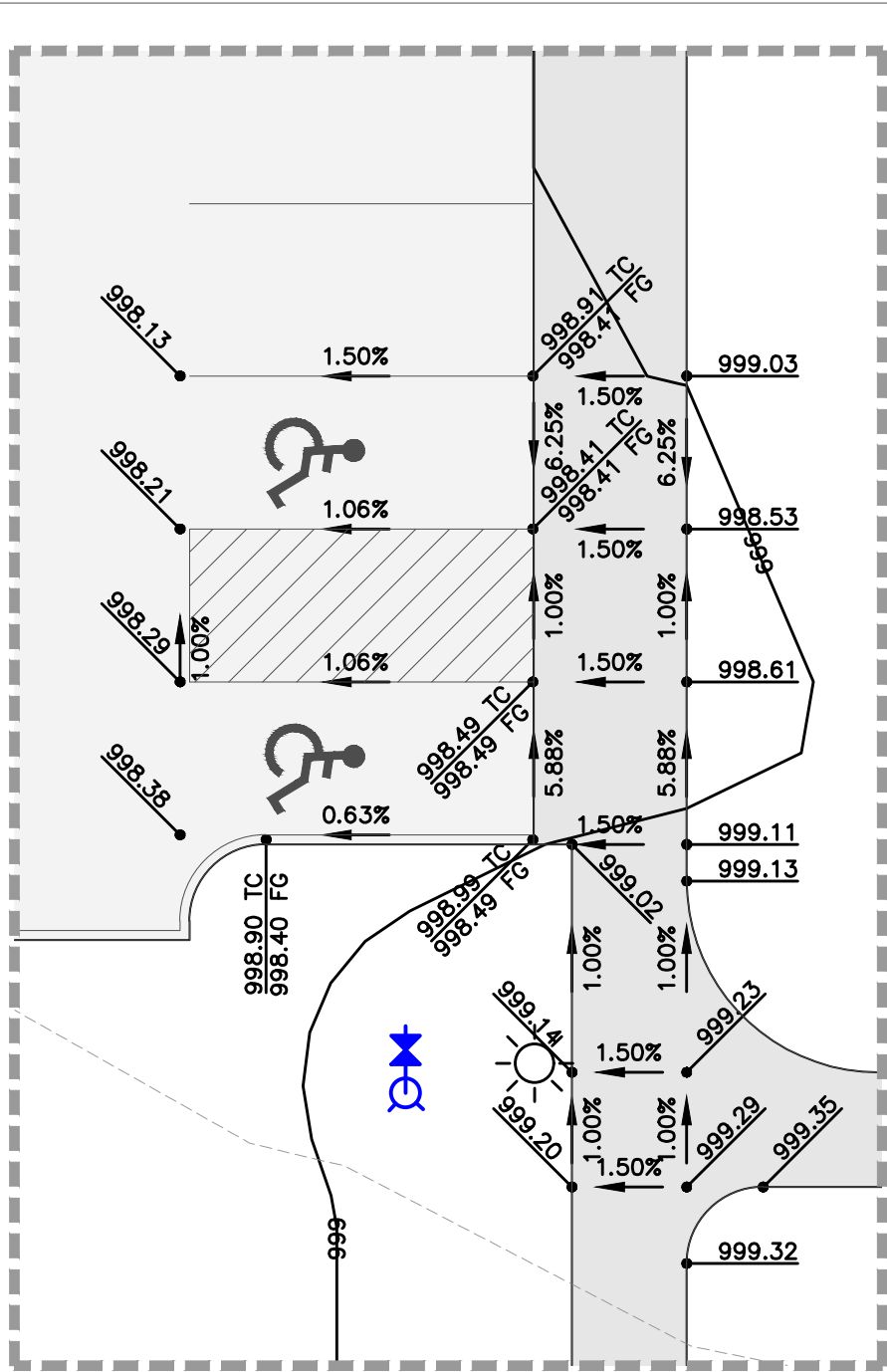
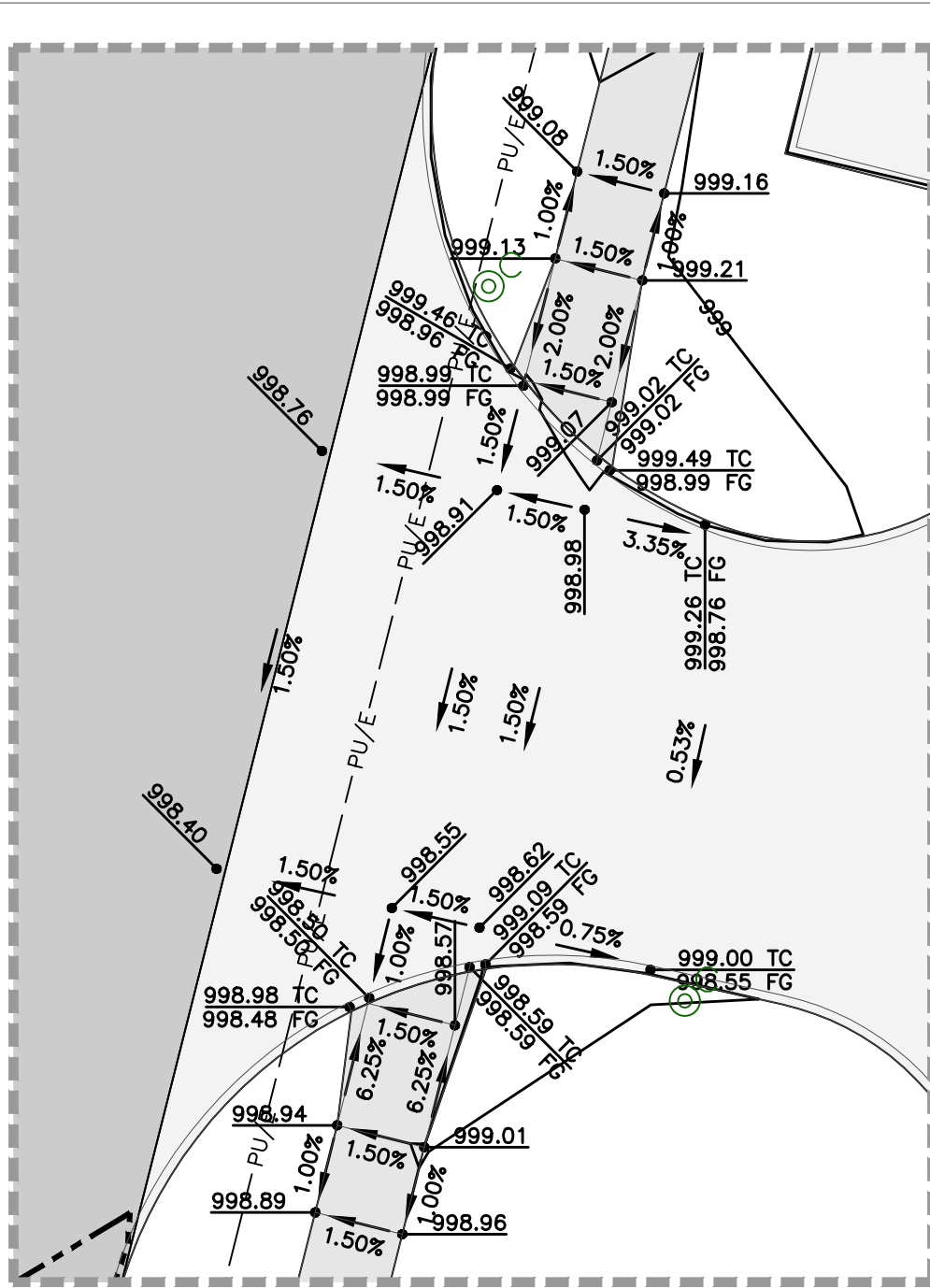
PROJECT NUMBER
23012

GRADING PLAN

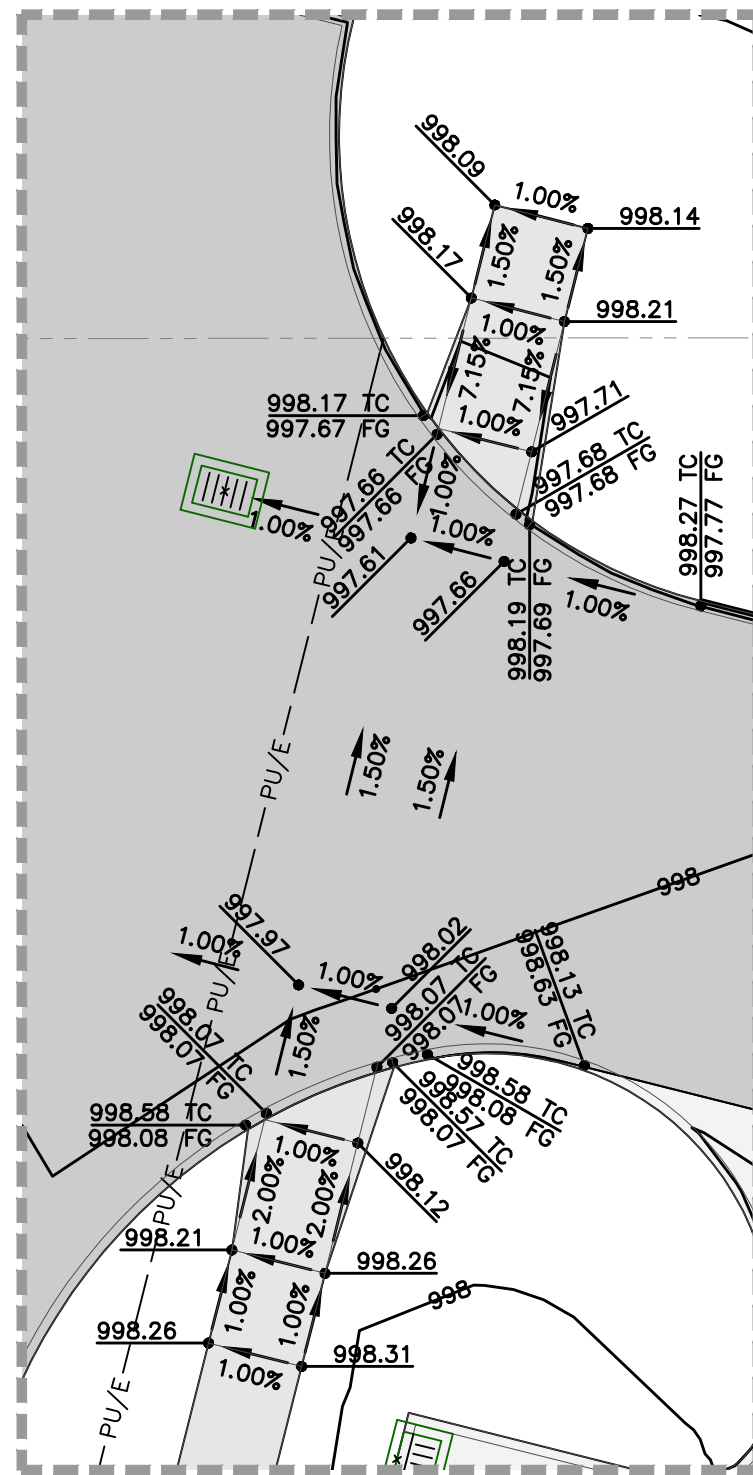
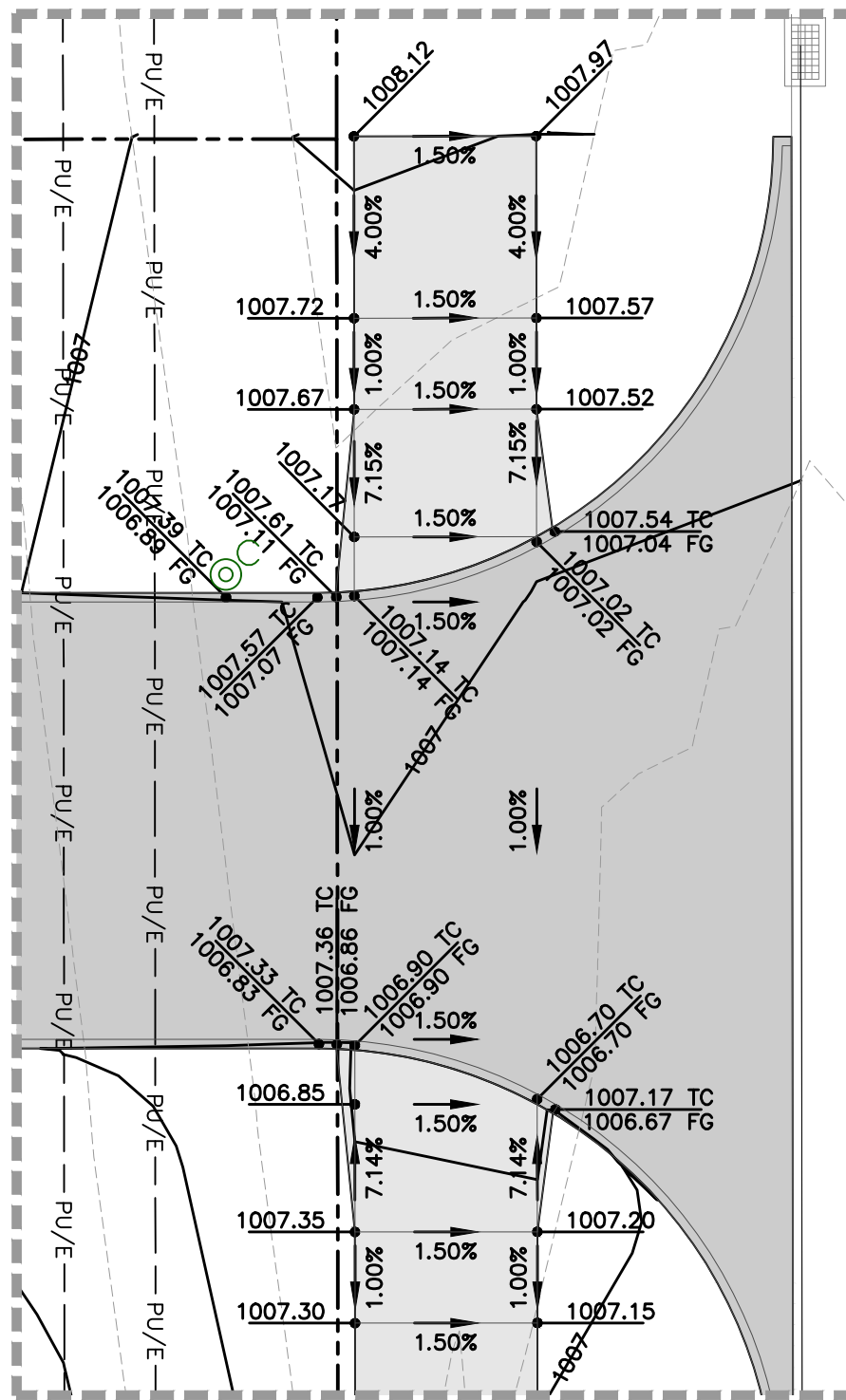
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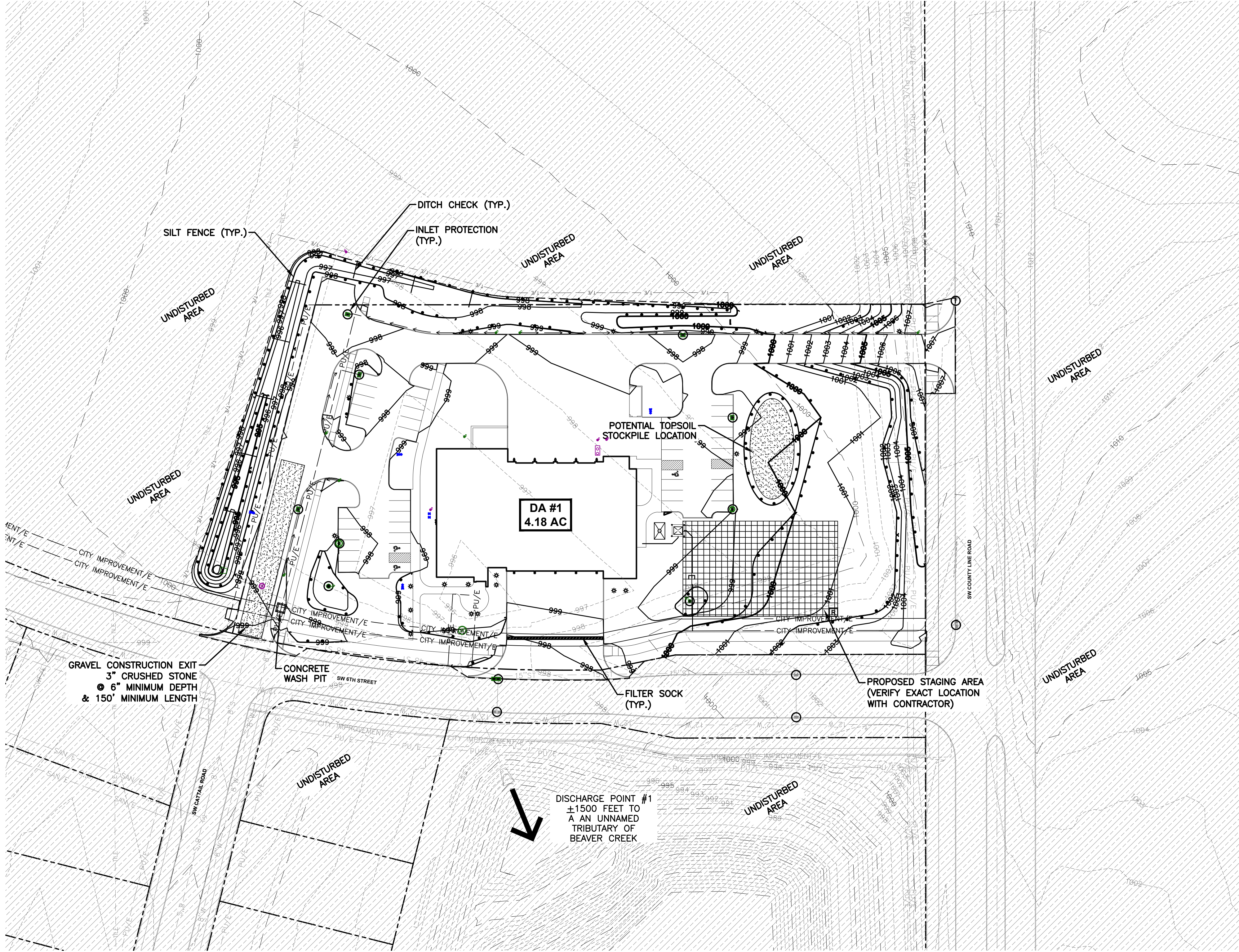


1 ENLARGEMENT #1
1"=10'



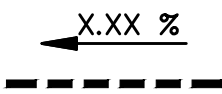
4 ENLARGEMENT #4
1"=10'





SWPPP LEGEND

DRAINAGE ARROW



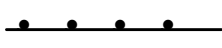
GRADING LIMITS



FILTER SOCK



SILT FENCE



DITCH CHECK



INLET PROTECTION



PORTABLE RESTROOM



TEMPORARY STANDPIPE



CONCRETE WASHOUT PIT



AREA TO BE SEEDED



STRAW MAT



UNDISTURBED AREA



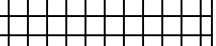
RIP-RAP



GRAVEL ENTRANCE



STAGING AREA



TEMPORARY SEDIMENT TRAP



TEMPORARY SEDIMENT BASIN



NOTES:

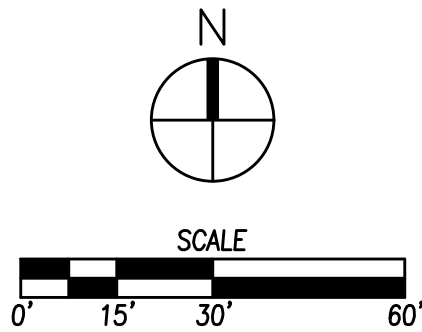
- IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENT.
- DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED IMMEDIATELY WHENEVER CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
- STORM SEWERS AND DRAINAGE WAYS SHALL BE PROTECTED FROM CONCRETE SLURRY PRODUCED BY SAWCUTTING AND CONCRETE GRINDING.

STABILIZATION QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	3,325
2	DITCH CHECKS	LF	120
3	FILTER SOCK	LF	81
4	SEEDING, FERTILIZING, AND MULCHING	AC	3.03
5	TEMPORARY SEEDING (TYPE 1)	AC	4.18
6	INLET PROTECTION DEVICES	EA	16
7	CONCRETE WASHOUT PIT	EA	1

DISCHARGE POINT SUMMARY

DISCHARGE POINT #1 TO AN UNNAMED TRIBUTARY OF BEAVER CREEK ±1500 FT	
TOTAL AREA DISTURBED TO DISCHARGE POINT	4.18 ACRES
STORAGE VOLUME REQUIRED (4.18 OF ACRES*3600 CU FT)	15,048 CU FT
VOLUME PROVIDED IN FILTER SOCK (81 LF @ 2.0 CU FT/LF OF SOCK)	162 CU FT
VOLUME PROVIDED IN SILT FENCE (3,325 LF @ 4.5 CU FT/LF OF FENCE)	14,963 CU FT
VOLUME PROVIDED IN DITCH CHECK (120 LF @ 4.5 CU FT/LF)	540 CU FT
TOTAL VOLUME PROVIDED	15,665 CU FT





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. THE CONTRACTOR SHALL BE RESPONSIBLE 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 SDGAS STANDARD SPECIFICATIONS AND ALL CITY OF GRIMES SUPPLEMENTALS. MAINTAIN A MINIMUM COVER OVER ALL UTILITIES OF 6 FEET.
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 EXISTING UTILITY STRUCTURES, FIXTURES, AND APPURTENANCES TO FINISHED GRADE.
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.
9. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
10. A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
11. 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 LOCATE AND IDENTIFY THE OWNERS OF SUCH UTILITIES AT THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES, UNDERGROUND FACILITIES, STRUCTURES AND CONTENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING RECORDS, THEREFORE, THESE 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 PROVIDE ADEQUATE WARNING SIGNALS. ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8889 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL ADDITIONAL PERMITS WITH THE 2024 EDITION OF THE SDGAS STANDARD SPECIFICATIONS, AND ALL CITY SUPPLEMENTALS. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
13. PERMITS SHALL BE INSTALLED TO THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2012 UNIFORM PLUMBING CODE. CONTRACT BUILDING INSTALLATION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
14. OWNER RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES.
15. CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO ANY EXISTING OR NEW OPENINGS. IF SUCH MATERIAL CONTAINS POLLUTANTS, IT SHALL BE REMOVED. DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER, INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.

SANITARY SEWER NOTES

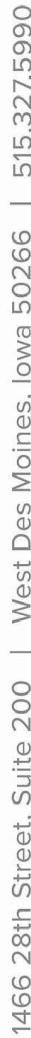
1. THE CONTRACTOR IS REQUIRED TO PLACE A TEMPORARY PLUG IN THE EXISTING DOWNSTREAM SANITARY SEWER MANHOLE PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL REMOVE THE PLUG FOLLOWING APPROVAL OF CONSTRUCTION BY THE CITY OF CHICAGO.
2. SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS (8" TO 15").
3. SANITARY GRAVITY SERVICE PIPE MATERIAL SHALL BE PVC SDR 23.5 (4" TO 6").
4. ALL SANITARY SEWER MANHOLE CASTINGS SHALL BE SEALED WITH HEAT SHRINK SLEEVES.
5. ALL SANITARY SEWER MANHOLE CASTINGS LOCATED WITHIN PAVEMENT SHALL BE TYPE B-PCC W/ADJUSTING MECHANISM.
6. SANITARY SEWER CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAYING OFF THE SUFFICIENT DYE WATER THROUGH THE PIPE PRIOR TO TELEVISION. PROVIDE THE VIDEO AND INSPECTION REPORT TO THE CITY ENGINEERING DIVISION.

WATER MAIN NOTES

1. ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL-WATERPROOF 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 SH, 2-1/2" HOSE NOZZLE, 4-1/2" STEAMER NOZZLE, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, and FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
2. ALL HYDRANTS SHALL BE PROVIDED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
3. A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
4. ALL HYDRANT VALVES SHALL BE RESILIENT MEDIUM GRADE CAST IRON.
5. WATER SERVICE SHALL BE 1-INCH MINIMUM TYPE K COPPER.
6. THE CITY OF GIMES SHALL DO THE FILLING OF THE WATER MAIN.
7. NEW WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED BY THE CONTRACTOR. THE BATHYMETRIC SURVEYING OF THE MAIN TO BE Laid SHALL BE DONE BY THE CONTRACTOR AND RESULTS PROVIDED TO THE CITY OF GIMES 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 RE-TESTS.
8. ALL WATERMAIN FITTINGS TO BE RESTRAINED JUNT, MEGA-LUG OR APPROVED EQUAL.
9. ALL DEAD-END WATER MAINS TO HAVE TEMPORARY BLOWOFF HYDRANTS.

STORM SEWER NOTES

1. ALL STORM SEWER IN THE ROW SHALL BE RCP, UNLESS OTHERWISE APPROVED BY THE CITY.
2. ALL FLARED END SECTIONS SHALL HAVE FOOTINGS AND APRON GRATES. THE LAST 3' OF SECTIONS AND THE FLARED END SECTION ON ALL STORM SEWERS SHALL BE TIED. ALL STORM SEWER JOINTS SHALL BE WRAPPED WITH ENGINEERING FABRIC.
3. UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER, THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY FIELD TILE DAMAGED DURING CONSTRUCTION. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF AVAILABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL TILES AND INCLUDE ON RECORD DRAWINGS.
4. PUBLIC STORM SEWER CLEANING AND TELEVISION SHALL BE COMPLETED PRIOR TO THE START OF RUN. THE CONTRACTOR SHALL DYE-TEST THROUGH PIPE PRIOR TO TELEVISION. PROVIDE THE VIDEO AND INSPECTION REPORT TO THE CITY ENGINEERING DIVISION.
5. USE OF RING GASKETS ON STORM SEWERS CROSSING OVER WATERMAIN PER IDNR REQUIREMENT.



2001 SW 6th STREET
GRIMES, IA 50111

ISSUANCE

SITE PLAN SUBMITTAL
04/02/2024

REVISIONS

NOT FOR INSTRUCTION

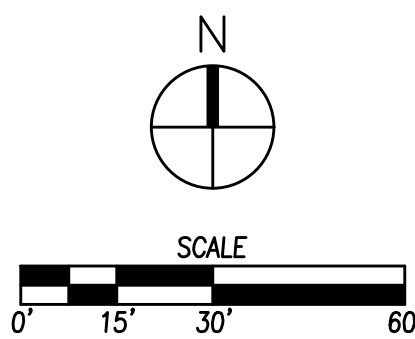
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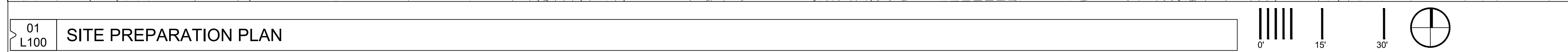
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23012

UTILITY PLAN

C400





A. REFERENCE ALL NOTES ON SHEET G001 AND SPECIFICATION MANUAL

B. PRESERVE AND PROTECT ALL EXISTING PAVEMENT OUTSIDE OF CONTRACT LIMIT

- ① PCC CURB AND GUTTER REMOVAL
- ② FUTURE TYPE A SUDAS ENTRY DRIVE (8" DEPTH)
- ③ PRESERVE AND PROTECT EXISTING UTILITIES
- ④ INTAKE AND STORM SEWER PLANNED AS PART OF PUBLIC STREET PROJECT MAY NEED TO BE REMOVED. REFER TO SHEET C400 UTILITY PLAN FOR ADDITIONAL INFORMATION.

CITY OF
GRIMES

CONFLUENCE

Twin Rivers Engineering Consultants

WEITZ

CIVIL DESIGN ADVANTAGE

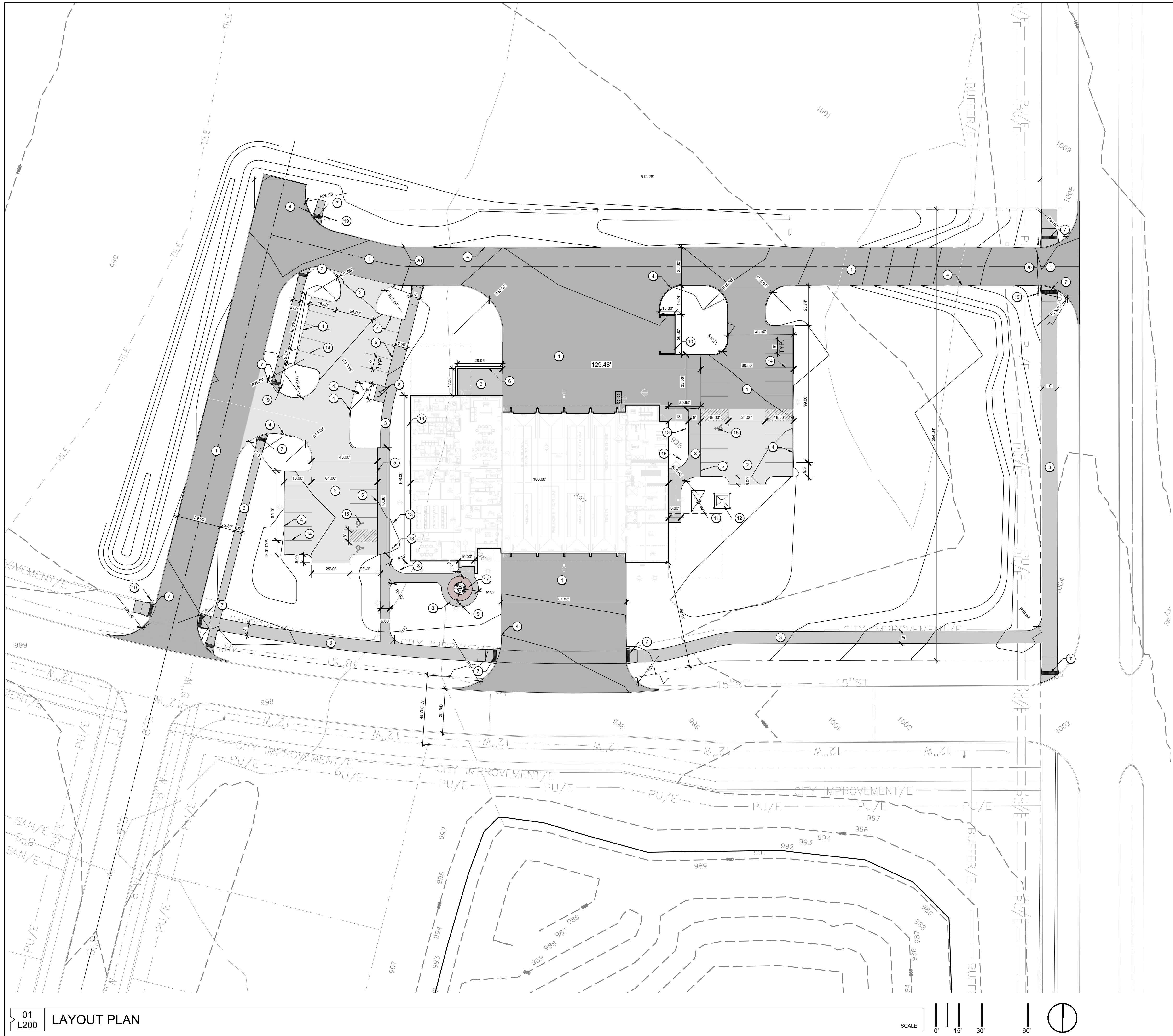
sidekick
DEVELOPMENT

kppf

REVISIONS

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L100



GENERAL NOTES

- A. REFERENCE ALL NOTES ON SHEET G001 AND SPECIFICATION MANUAL
- B. PRESERVE AND PROTECT ALL EXISTING PAVEMENT OUTSIDE OF CONTRACT LIMIT

KEYNOTES

- 1 TYPE 1 PCC PAVEMENT (8" THICK), SEE DETAIL 01/L400
- 2 TYPE 2 PCC PAVEMENT (6" THICK), SEE DETAIL 02/L400
- 3 TYPE 3 PCC SIDEWALK (5" THICK), SEE DETAIL 03/L400
- 4 STANDARD CURB AND GUTTER, SEE DETAIL 04/L400
- 5 INTEGRAL CURB AND GUTTER, SEE DETAIL 05/L400
- 6 SEAT WALL, SEE DETAIL 12/L400
- 7 CURB RAMP, SEE DETAILS 9/L400
- 8 2 BIKE RACKS, SEE SPECS
- 9 FLAGPOLE, SEE DEATIL
- 10 TRASH ENCLOSURE, SEE ARCHITECTURAL SHEETS
- 11 GENERATOR, SEE MEP SHEETS
- 12 TRANSFORMER, SEE MEP SHEETS
- 13 ADA PARKING SIGNAGE, SEE DETAIL 11/L400
- 14 PARKING LOT STRIPING
- 15 ADA PARKING SYMBOL, SEE DETAIL 10/L400
- 16 PLANTING AREA
- 17 SPECIALTY PAVING
- 18 HUTCHESON MEMORIAL BOULDER
- 19 STOP SIGN - MUTCD TYPE R1-1
- 20 DO NOT ENTER / EMERGENCY VEHICLES ONLY SIGN
MUTCD TYPE R5-1 ABOVE PS-17
- 21 PROPOSED MAILBOX LOCATION - INSTALL POST AT 19" BEHIND CURB.



1466 28th Street, Suite 200 | West Des Moines, Iowa 50266 | 515.327.5990



City of Grimes
Public Safety
Center

2001 SW 6th STREET
GRIMES, IA 50111

ISSUANCE

SITE PLAN SUBMITTAL
04/3/2024

REVISIONS

NOT FOR
INSTRUCTION

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PROJECT NUMBER

23012

SITE LAYOUT
ALTERNATE 1

L200

GENERAL NOTES

- A. REFERENCE ALL NOTES ON SHEET G001 AND SPECIFICATION MANUAL.
- B. PRESERVE AND PROTECT ALL EXISTING PAVEMENT OUTSIDE OF CONTRACT LIMIT.
- C. NATIVE GRASS SEED MIX SHALL COMPLY WITH SUDAS TYPE 3 PERMANENT WARM SEASON SLOPE AND DITCH MIXTURE - SECTION 9010.
- D. LAWN SEED MIX SHALL COMPLY WITH SUDAS TYPE 1 PERMANENT LAWN MIXTURE - SECTION 9010.

PLANT SCHEDULE						
KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING & REMARKS
OVERSTORY TREES						
GB	4	Ginkgo biloba	GINKGO	2.0" CAL.	B&B	
SI	4	Tilia americana 'McK'Sentry'	AMERICAN SENTRY LINDEN	2.0" CAL.	B&B	
AS	3	Acer saccharum	SUGAR MAPLE	2.0" CAL.	B&B	
QB	6	Quercus bicolor	SWAMP WHITE OAK	2.0" CAL.	B&B	
LT	1	Liriodendron tulipifera	TULIP TREE	2.0" CAL.	B&B	
QR	4	Quercus x warei 'Long'	REGAL PRINCE OAK	1.5" CAL.	B&B	
LS	2	Liquidambar styraciflua	SWEETGUM	1.5" CAL.	B&B	
UNDERSTORY TREES						
CA	1	Cornus alternifolia	PAGODA DOGWOOD	1.5" CAL.	B&B	
CC	2	Cercis canadensis	EASTERN REDBUD	1.5" CAL.	B&B	
MA	3	Malus x 'Adirondack'	ADIRONDACK CRABAPPLE	1.5" CAL.	B&B	
EVERGREEN TREES						
PS	2	Pinus strobus	WHITE PINE	8' HT.	B&B	
PM	4	Pseudotsuga menziesii	DOUGLAS FIR	8' HT.	B&B	
PG	5	Picea glauca	WHITE SPRUCE	8' HT.	B&B	
PO	4	Picea omorika	SERBIAN SPRUCE	8' HT.	B&B	
DECIDUOUS SHRUBS						
HA	6	Hydrangea paniculata 'Limelight'	LIMELIGHT HYDRANGEA	#5	CONT.	
SL	8	Syringa x 'SMNSDTP'	BABY KIM LILAC	#5	CONT.	
ST	1	Cotinus coggygria	SMOKE TREE	#5	CONT.	
VL	7	Viburnum lantana 'Mohican'	MOHICAN VIBURNUM	#5	CONT.	
WM	14	Weigela 'Minuet'	MINUET WEIGELA	#2	CONT.	
EVERGREEN SHRUBS						
PP	3	Picea pungens 'Glaucia Globosa'	GLOBE BLUE SPRUCE	#5	CONT.	
CM	12	Chamaecyparis pisifera 'Golden Mop'	GOLDEN MOP CHAMAECYPARIS	#5	CONT.	
TO	8	Thuja occidentalis 'Bailiohn'	TECHNITO ARBORVITE	#5	CONT.	
TY	31	Taxus x media 'Tauntoni'	TAUNTON YEW	#5	CONT.	
PERENNIALS						
SS	3	Schizachyrium scoparium	LITTLE BLUESTEM	#5	CONT.	
AT	24	Asclepias tuberosa	BUTTERFLY MILKWEED	#5	CONT.	
HS	15	Hosta 'Autumn Frost'	HOSTA	#5	CONT.	
AA	12	Astilbe x arendsii	FALSE GOATS BEARD	#5	CONT.	
KF	15	Calamagrostis x acutiflora	KARL FOERSTER GRASS	#5	CONT.	
SH	11	Sporobolus heterolepis	PRAIRIE DROPSEED	#5	CONT.	
BS	18	Liatris Kobold	BLAZING STAR		CONT.	
BB	18	Monarda 'Fire Marshall'	BEE BALM		CONT.	

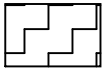
LANDSCAPE REQUIREMENTS

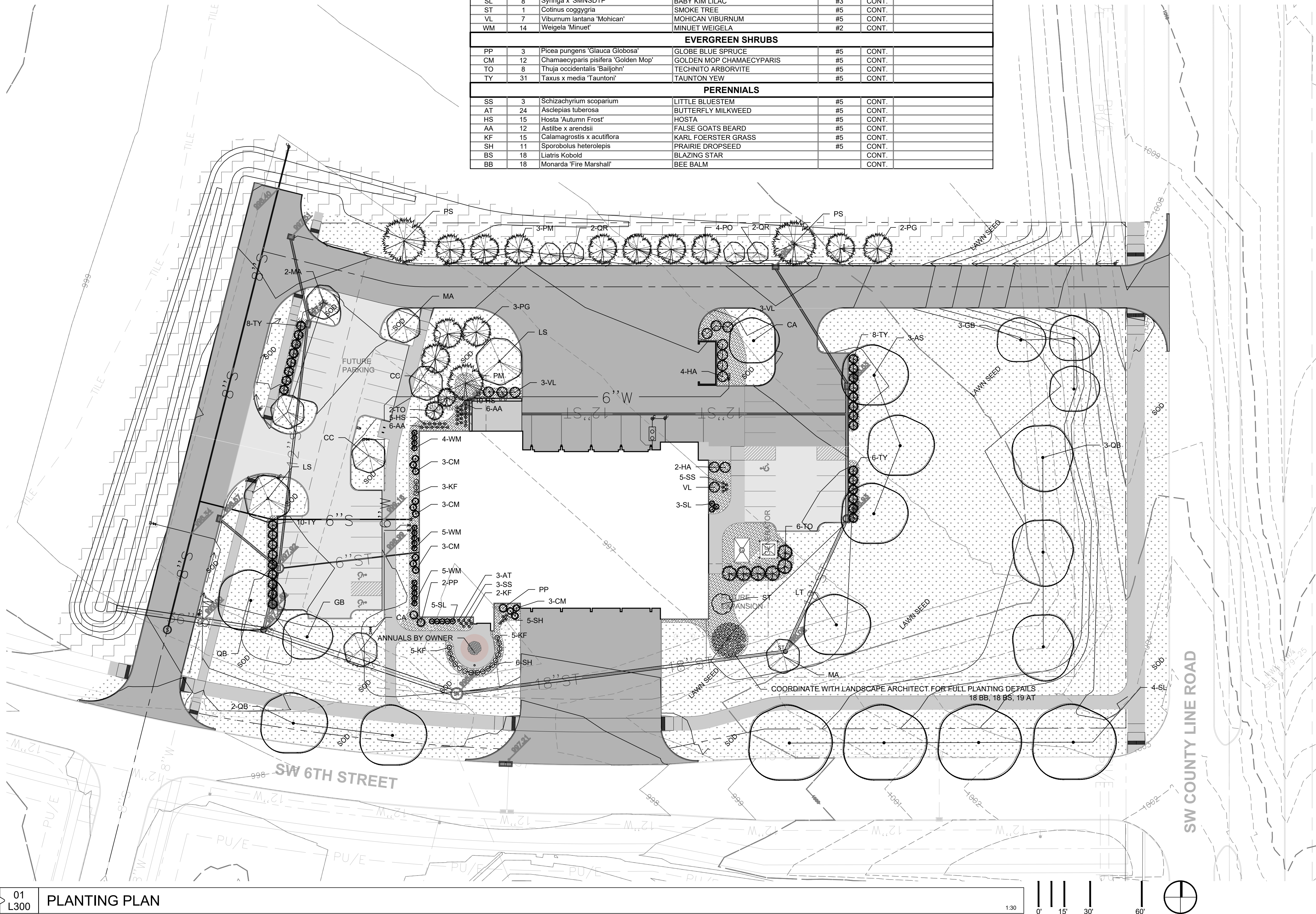
STREET TREES:
SW 6th = 385' OF FRONTAGE NOT INCLUDING DRIVEWAY LENGTH OR VISION TRIANGLE.
385 / 50 = 7.7 (8 TREES REQUIRED) 6 TREES PROVIDED. REDUCED # TO PRESERVE LARGER VISION TRIANGLE FOR EMERGENCY VEHICLES.

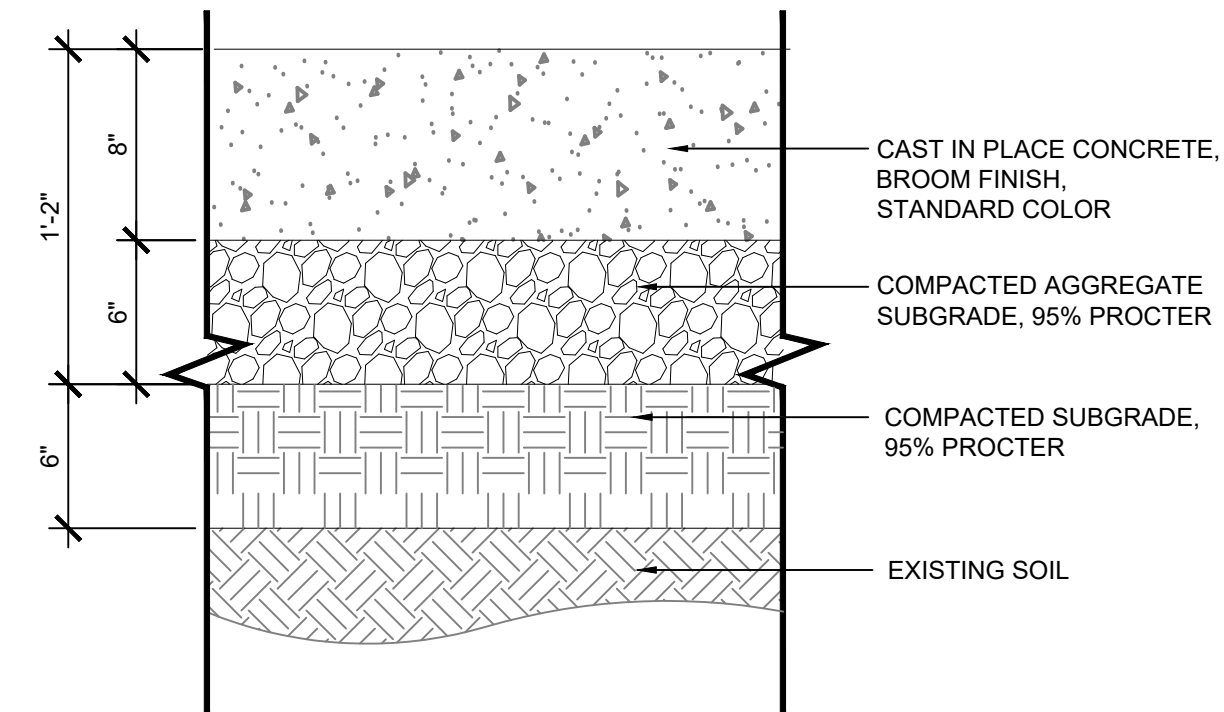
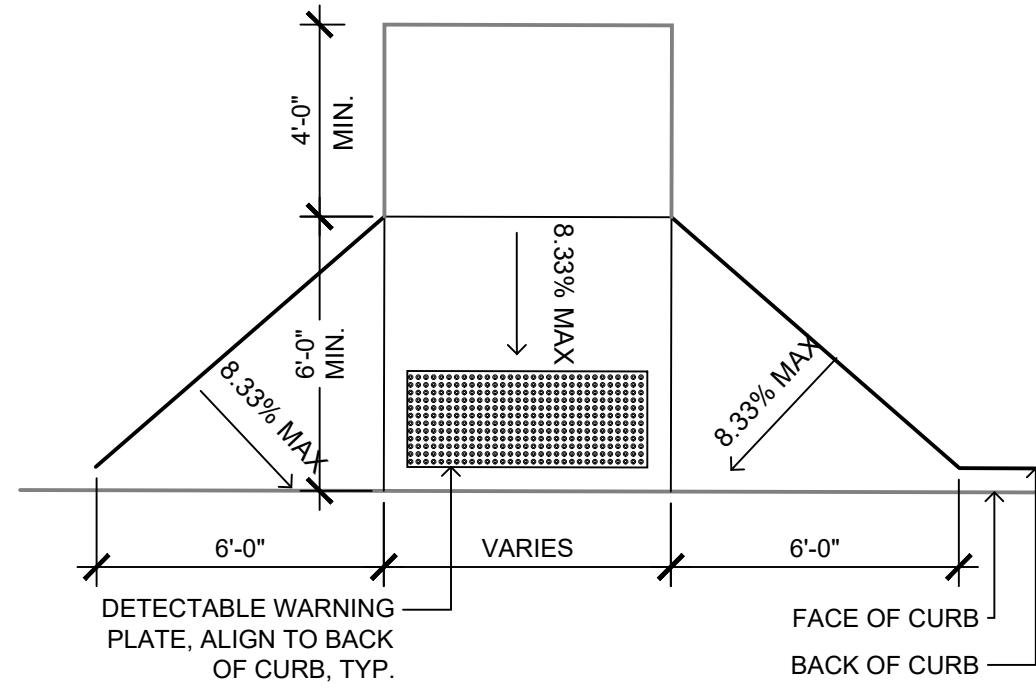
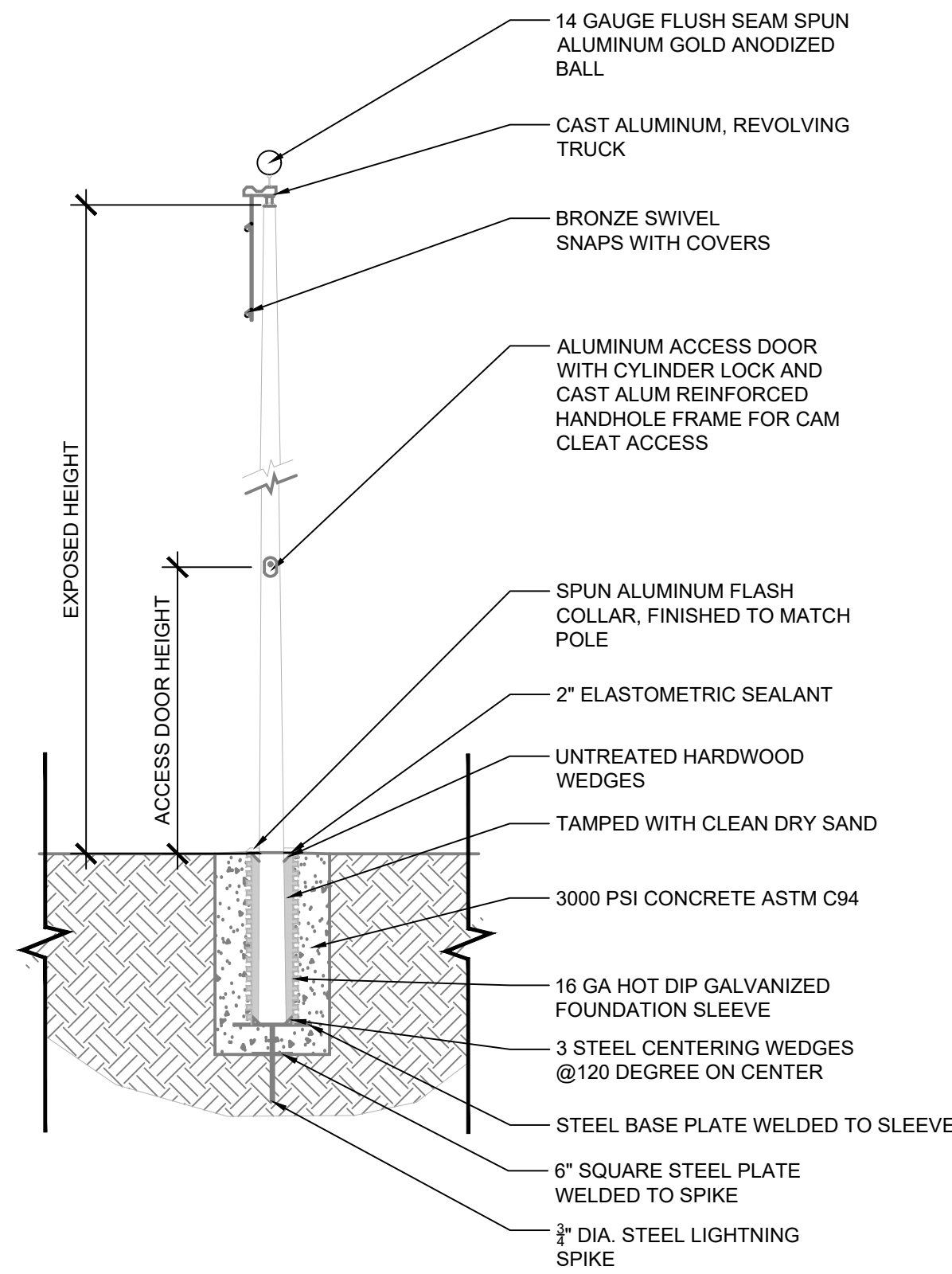
COUNTY LINE ROAD = 200' OF FRONTAGE NOT INCLUDING DRIVEWAY LENGTH OR VISION TRIANGLE.
200 / 50 = 4 (4 TREES REQUIRED) 3 TREES PROVIDED. REDUCED # TO PRESERVE LARGER VISIBILITY TRIANGLE FOR EMERGENCY VEHICLES.

OPEN SPACE:
1 TREE PER 1,000 SF OF REQUIRED OPEN SPACE (20% OF SITE)
163,072 TOTAL SF x 20% = 32,614 SF = 32.6 = 33 TREES REQUIRED

HATCH LEGEND

-  LAWN SEED MIX
-  NATIVE GRASS MIX
-  HARDWOOD MULCH

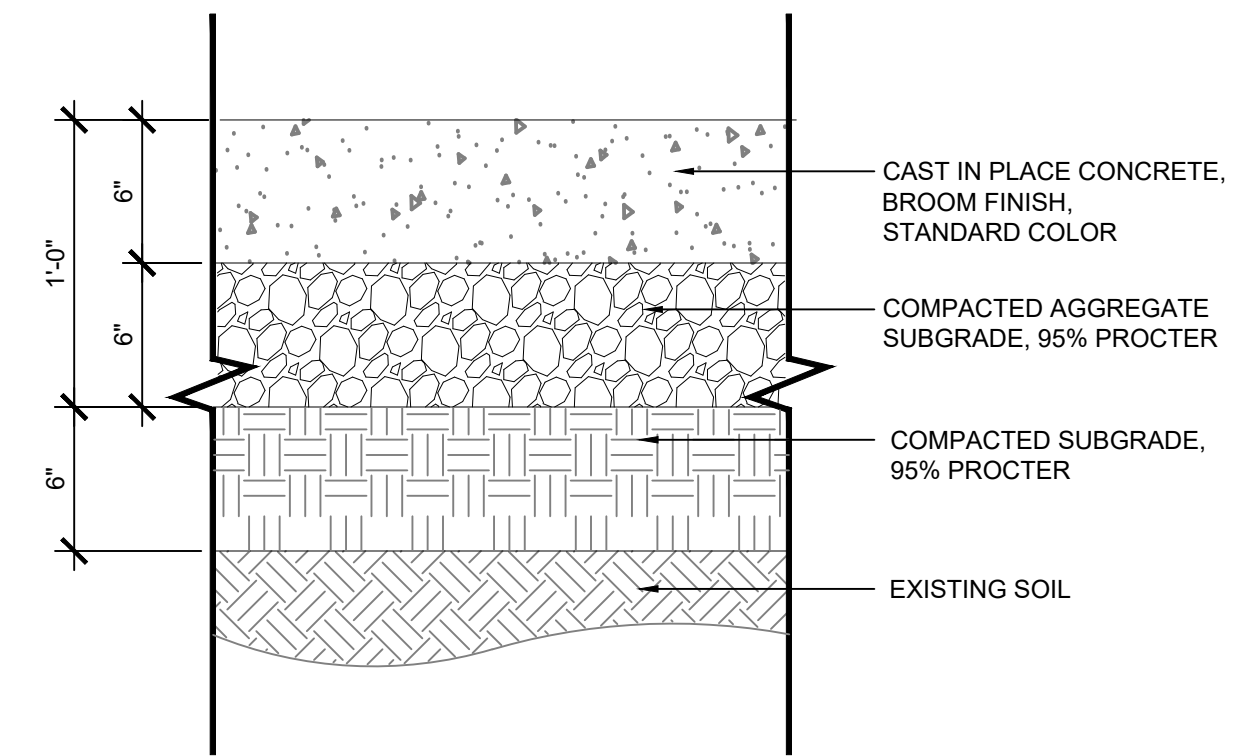
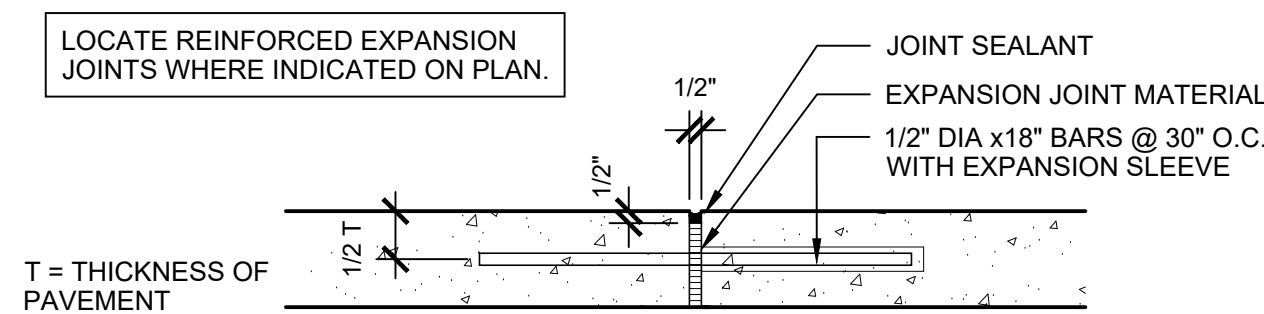
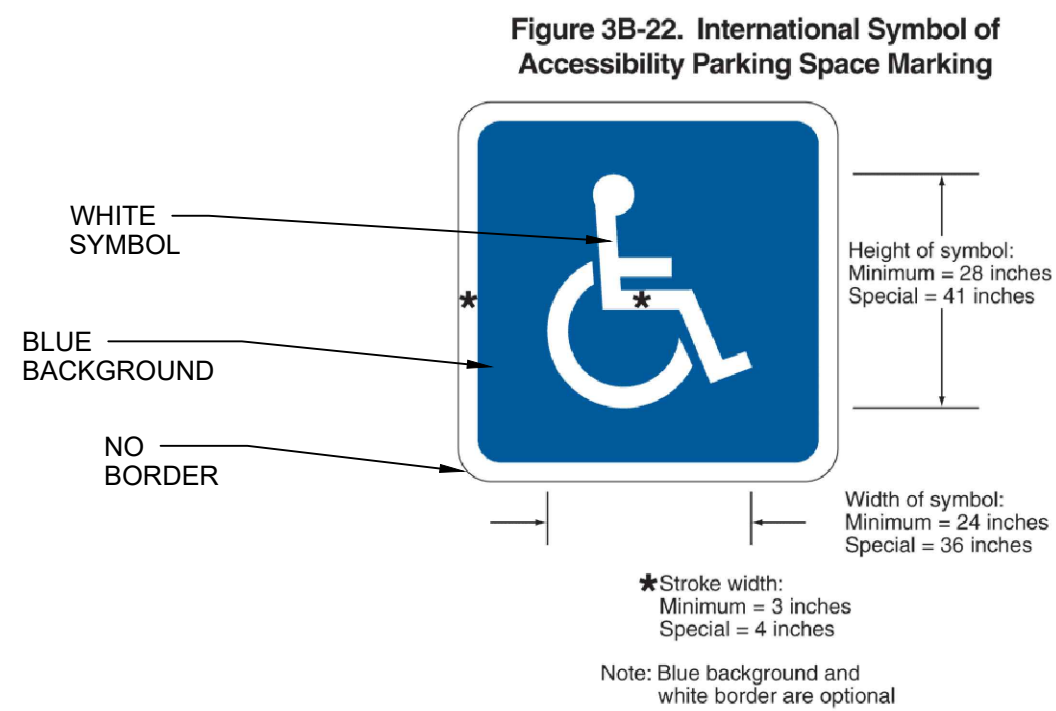




09 L400 PLAN: ADA RAMP, FLARE CURB, TYP 1/4"=1'-0"

05 L400 SECTION: INTEGRAL CURB, TYP 3/4"=1'-0"

01 L400 SECTION: PCC PAVEMENT TYPE 1 1-1/2"=1'-0"

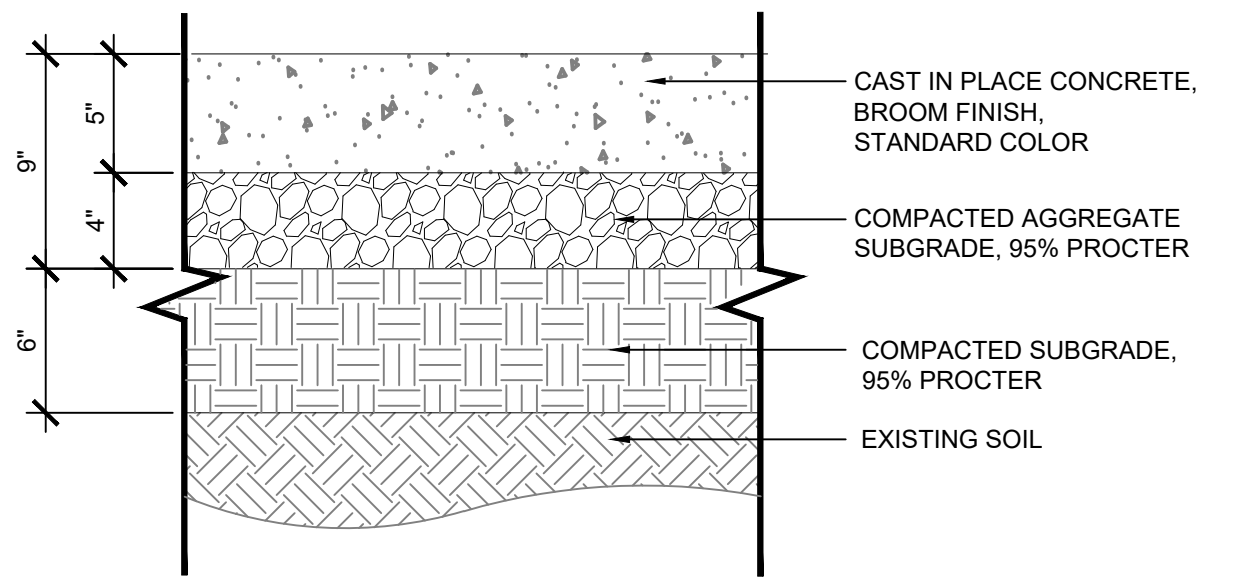
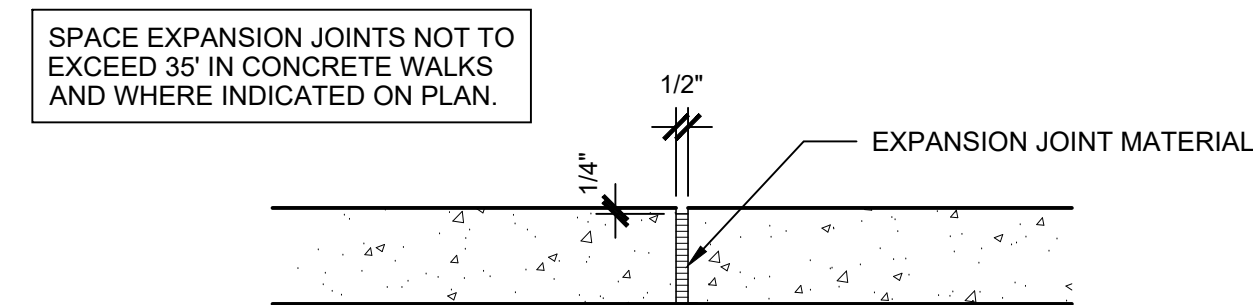
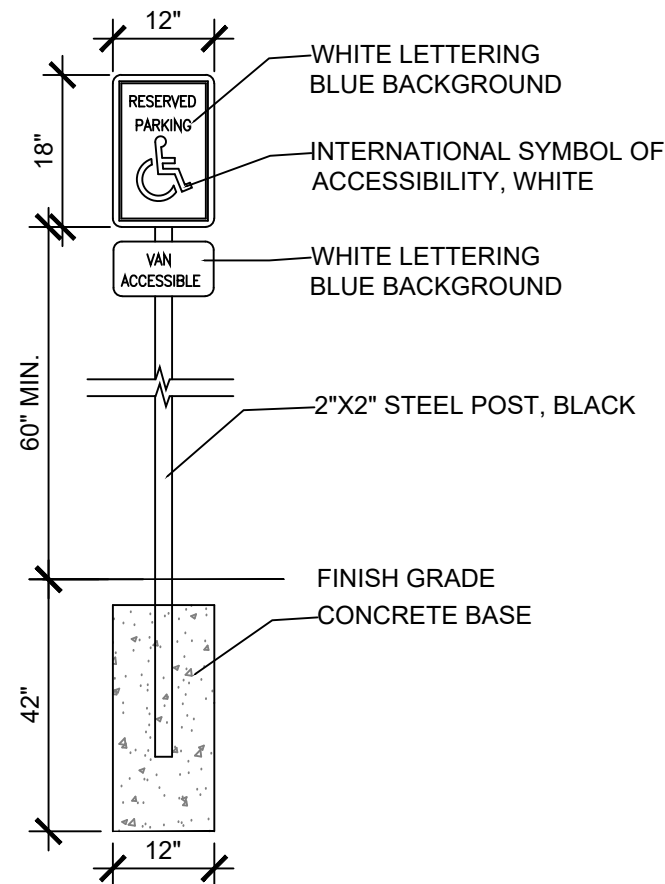
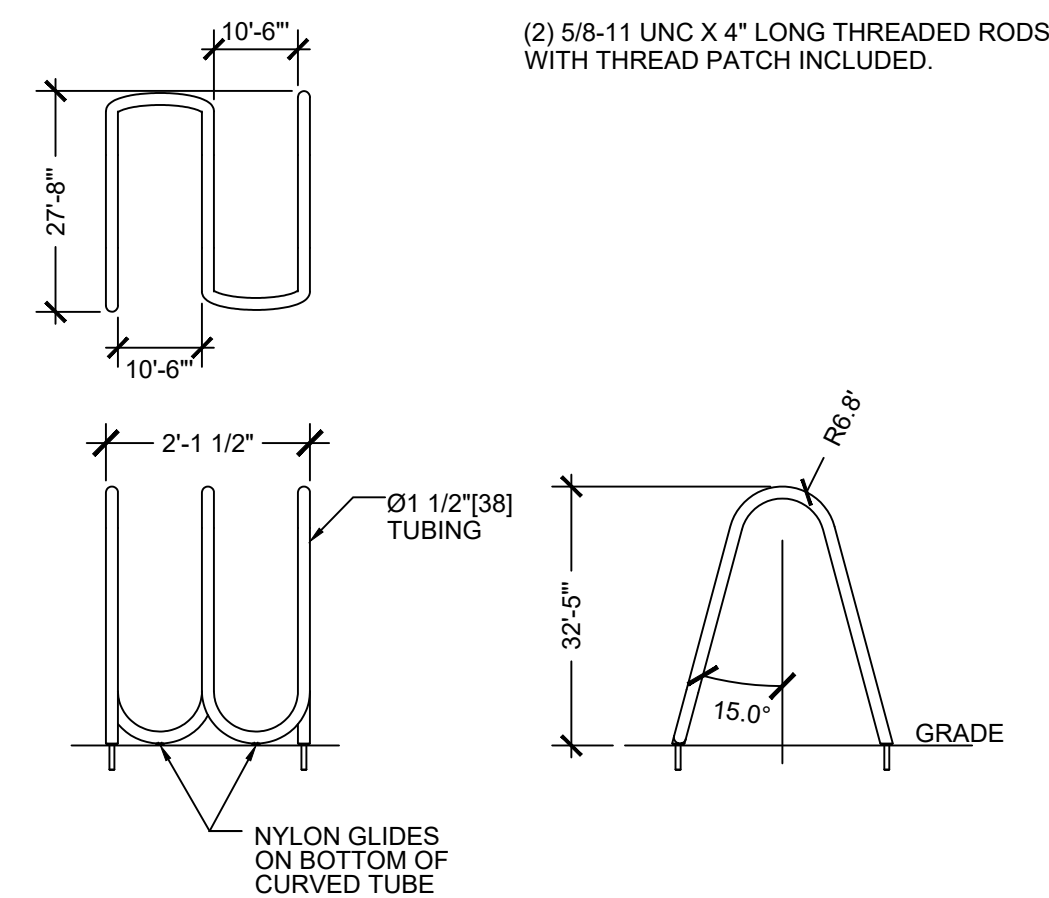


13 L400 SECTION: FLAGPOLE 3/8"=1'-0"

10 L400 LAYOUT: ADA PARKING SYMBOL, TYP 3/8"=1'-0"

06 L400 SECTION: EXPANSION JOINT, REINFORCED, TYP 1-1/2"=1'-0"

02 L400 SECTION: PCC PAVEMENT TYPE 2 1-1/2"=1'-0"

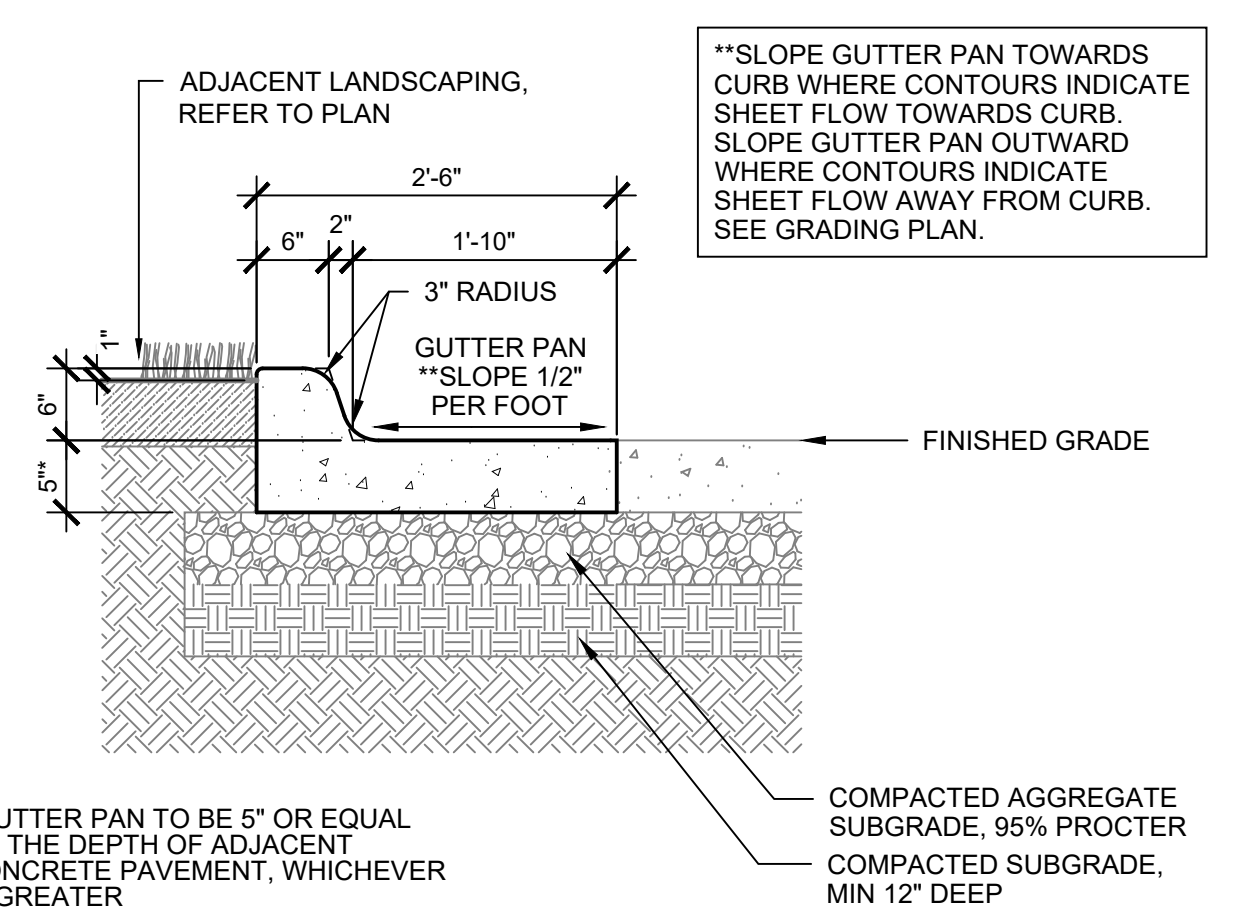
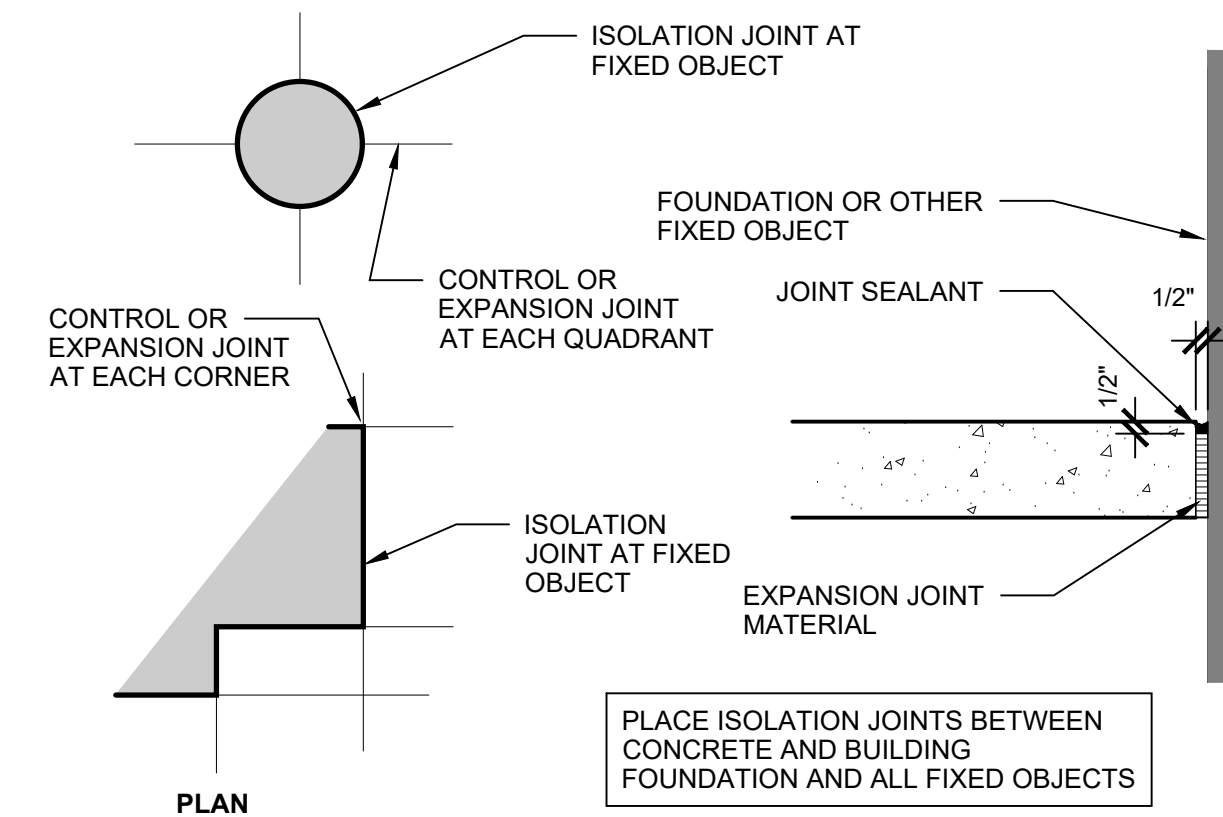
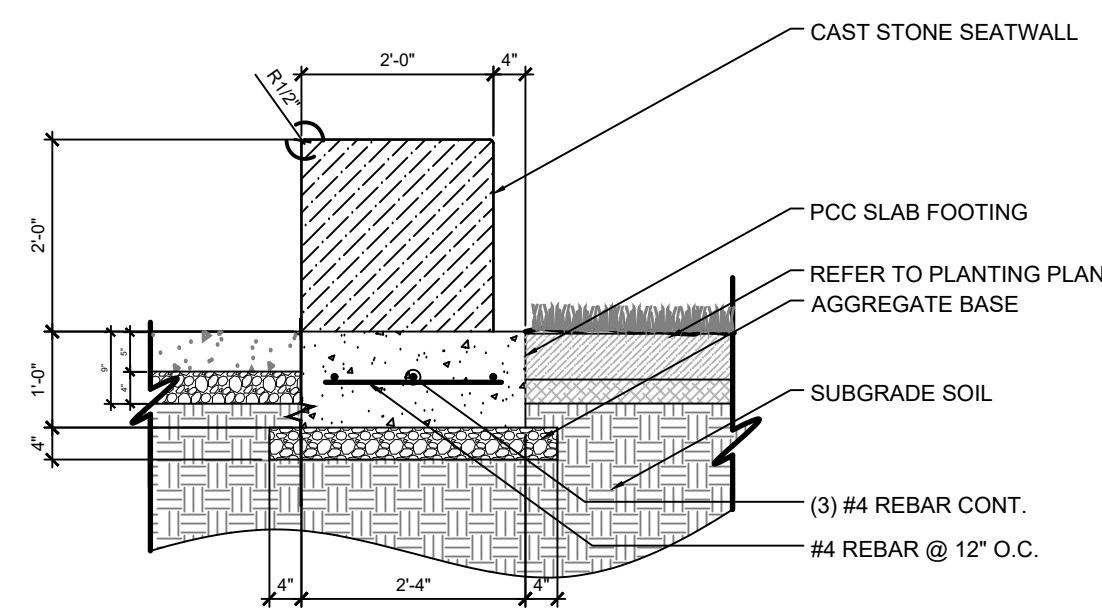
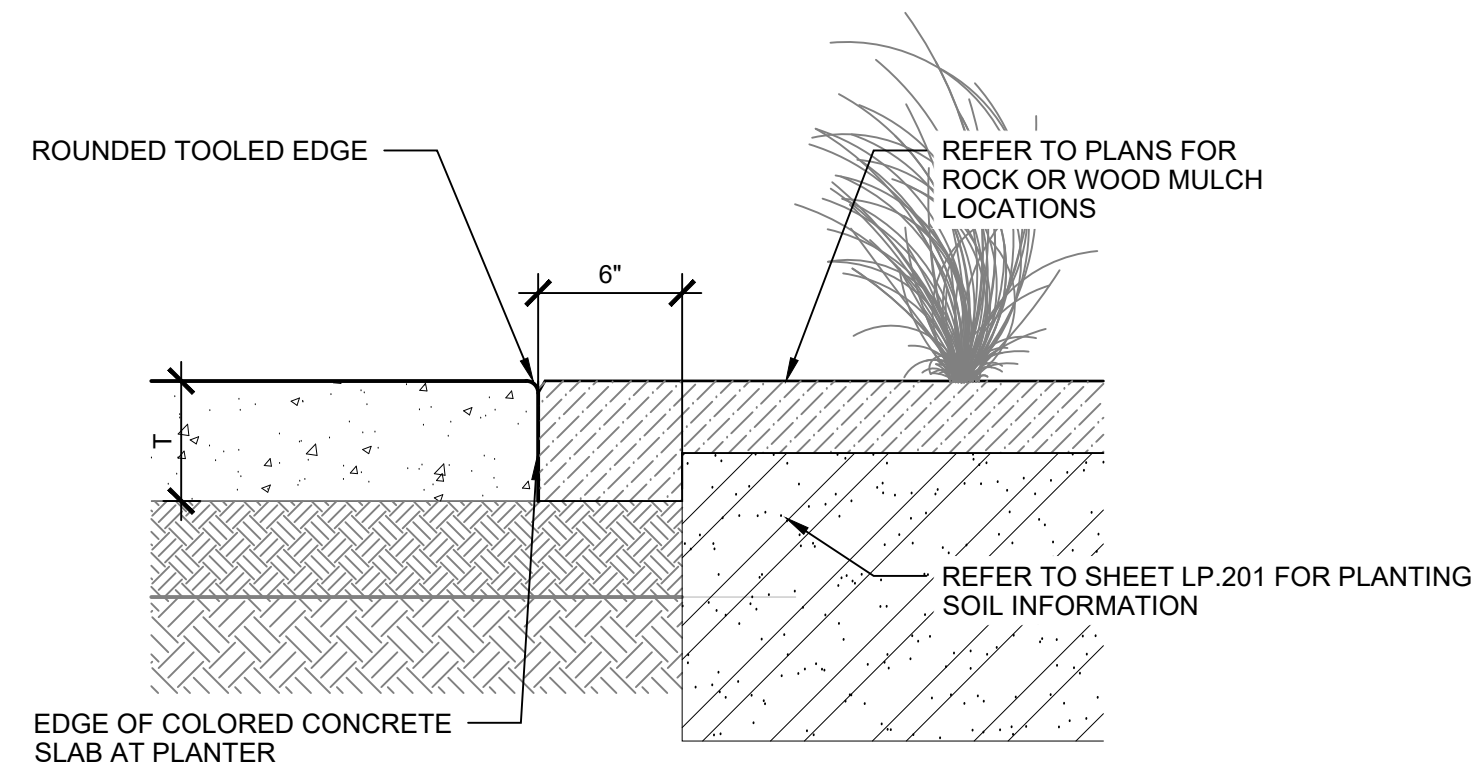


14 L400 SECTION: BIKE RACK 1/2"=1'-0"

11 L400 SECTION: ADA PARKING SIGNAGE 3/8"=1'-0"

07 L400 SECTION: EXPANSION JOINT, TYP 1-1/2"=1'-0"

03 L400 SECTION: PCC PAVEMENT TYPE 3 1-1/2"=1'-0"

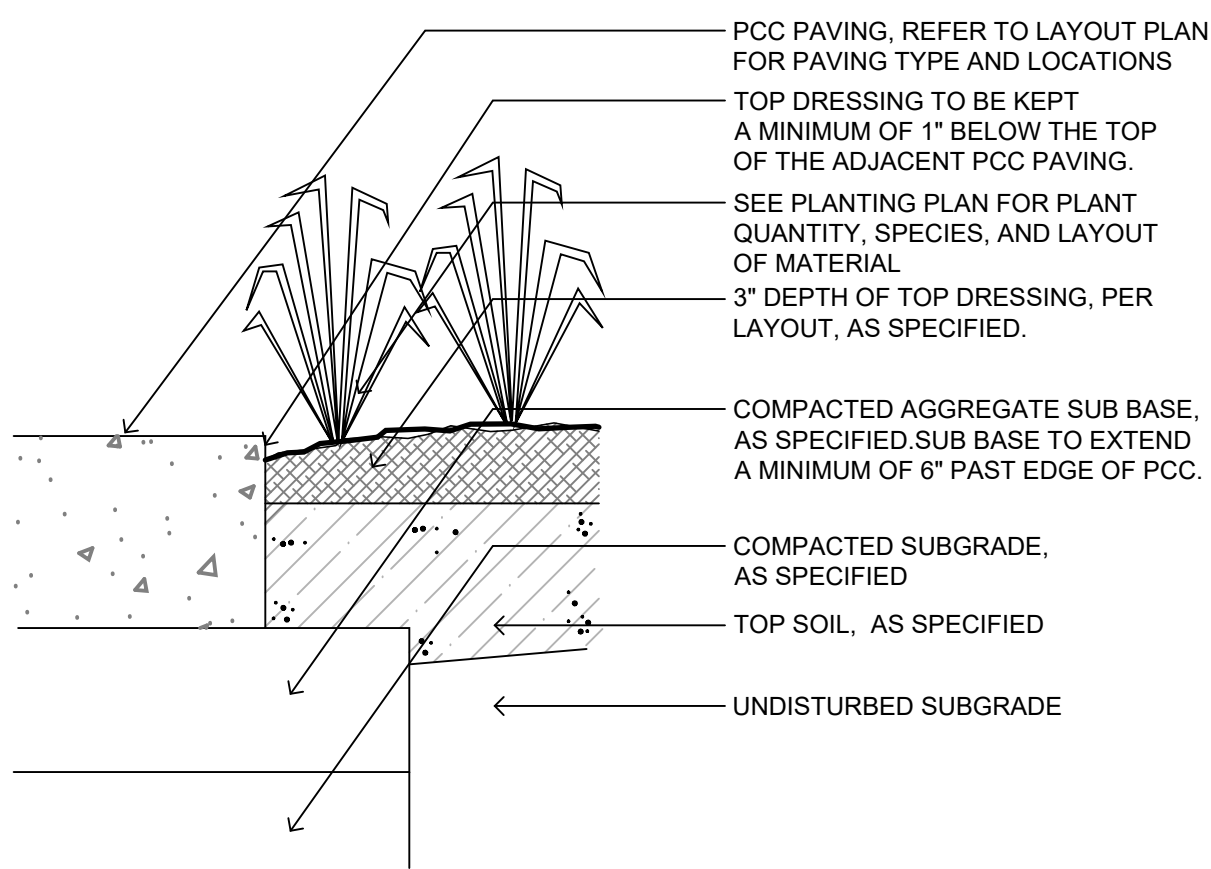


15 L400 SECTION: SPECIALTY PAVING EDGE 1 1/2"=1'-0"

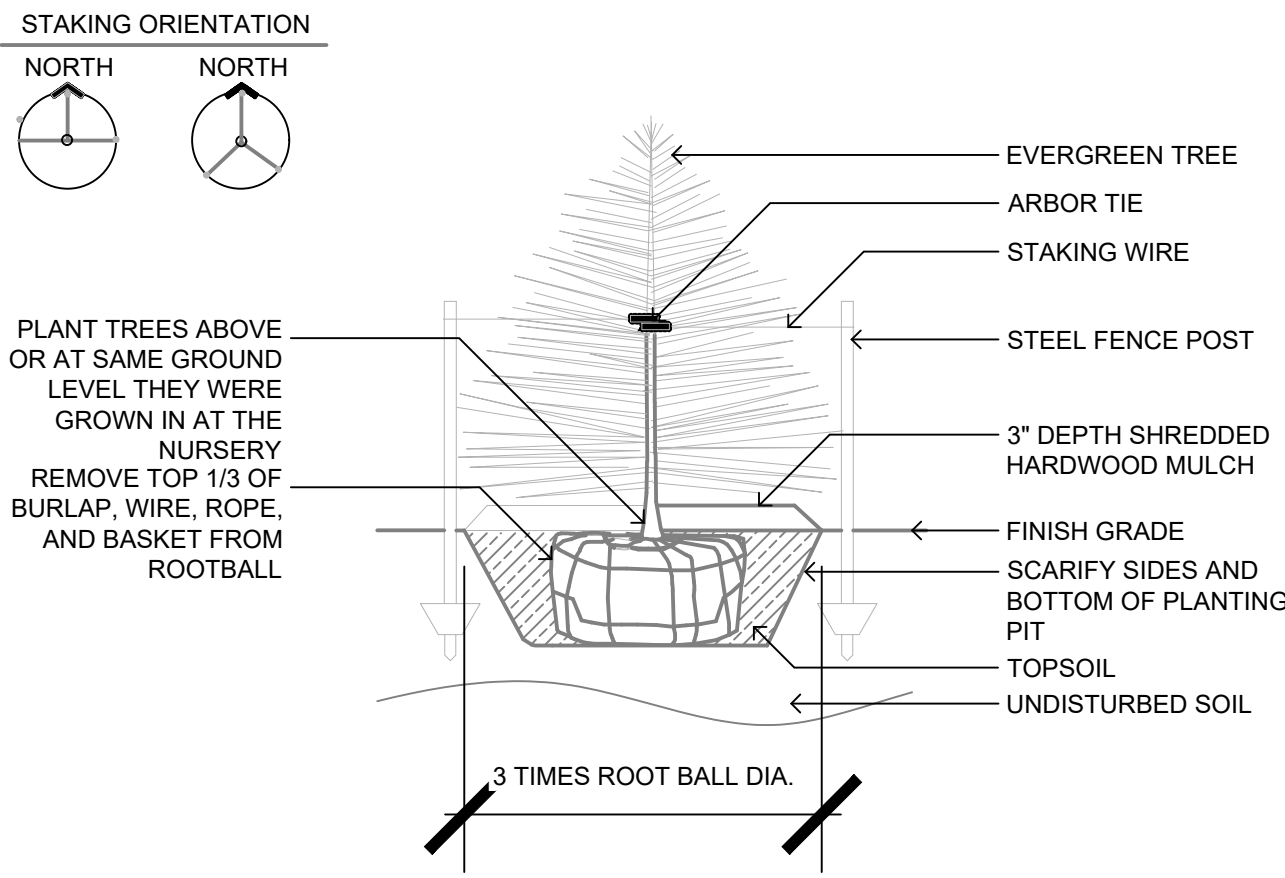
12 L400 SECTION: SEAT WALL 1/2"=1'-0"

08 L400 SECTION: ISOLATION JOINT, TYP 1-1/2"=1'-0"

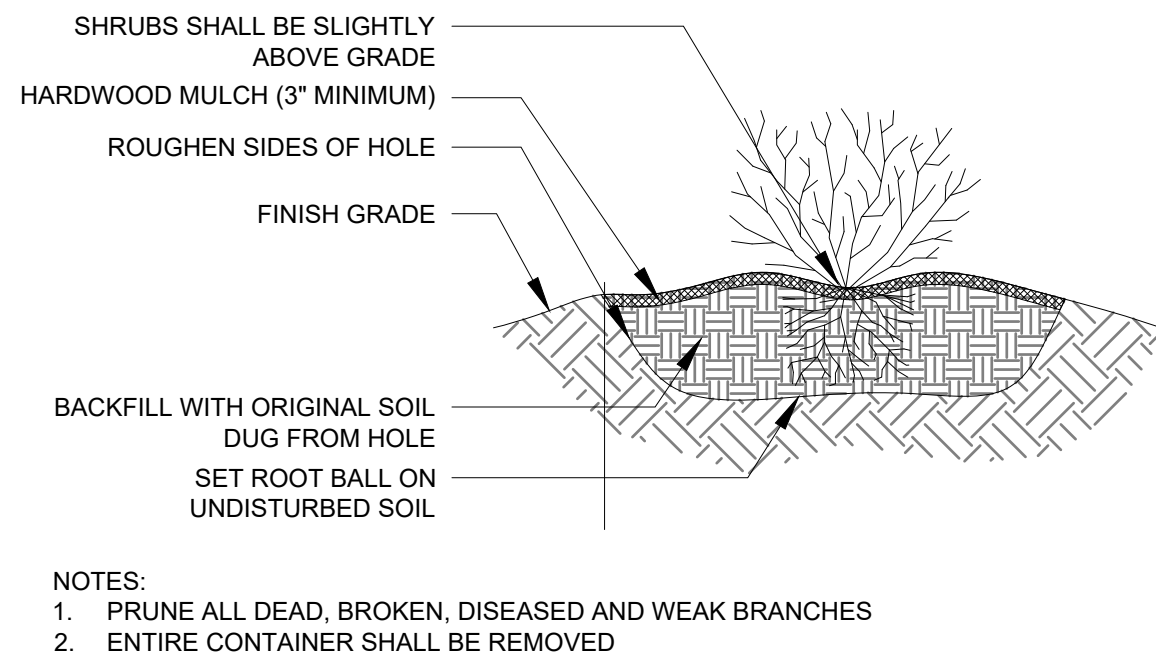
04 L400 SECTION: CURB AND GUTTER, TYP 3/4"=1'-0"



9
L401
SECTION: PLANTING BED @ PCC EDGE, TYP SCALE

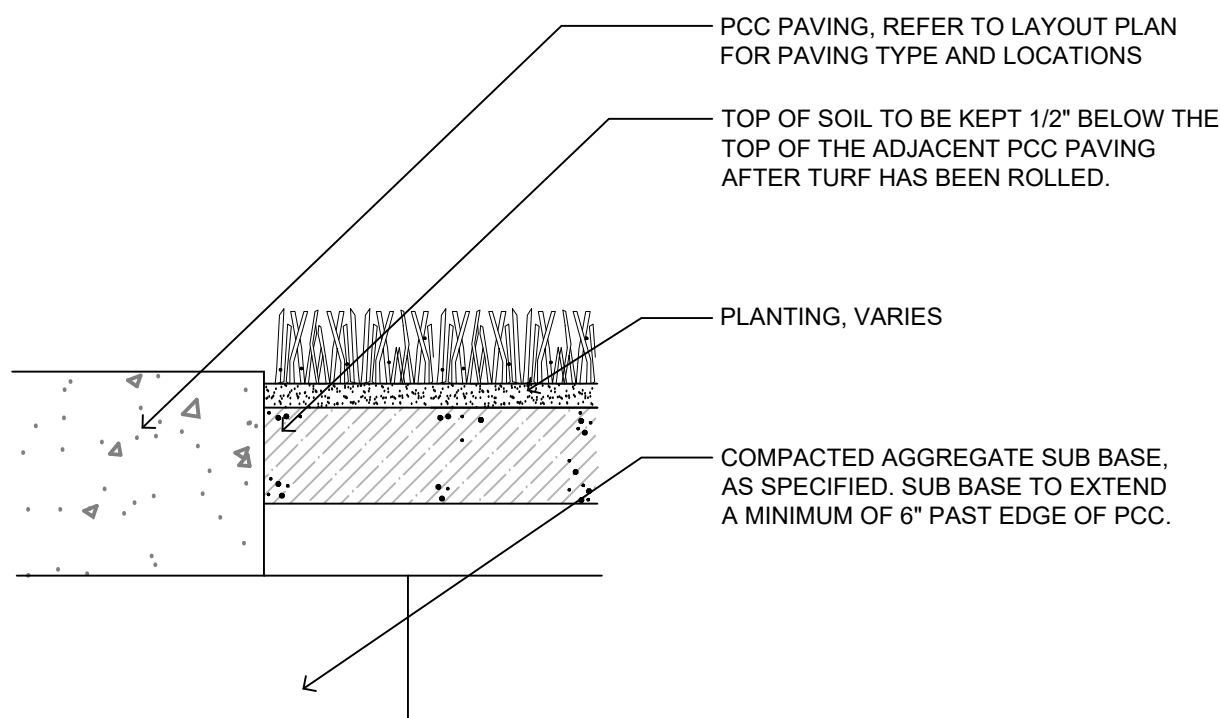


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SECTION: EVERGREEN TREE, TYP SCALE

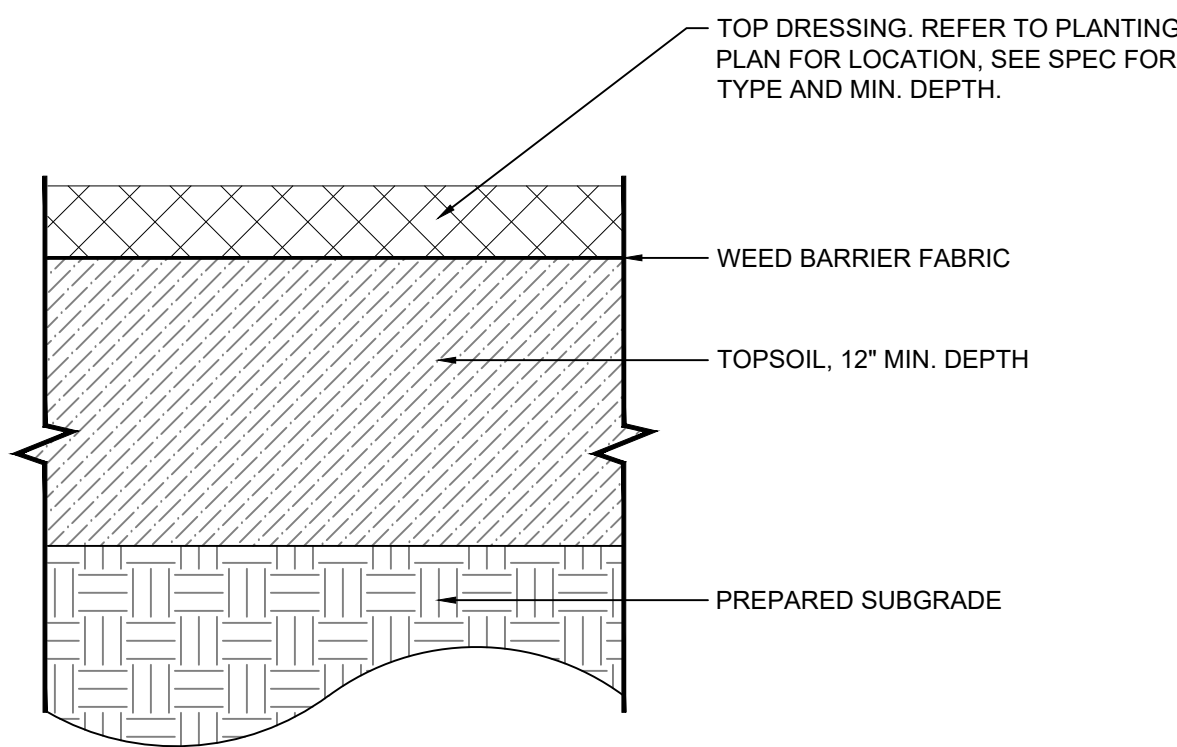


- NOTES:
1. PRUNE ALL DEAD, BROKEN, DISEASED AND WEAK BRANCHES
 2. ENTIRE CONTAINER SHALL BE REMOVED

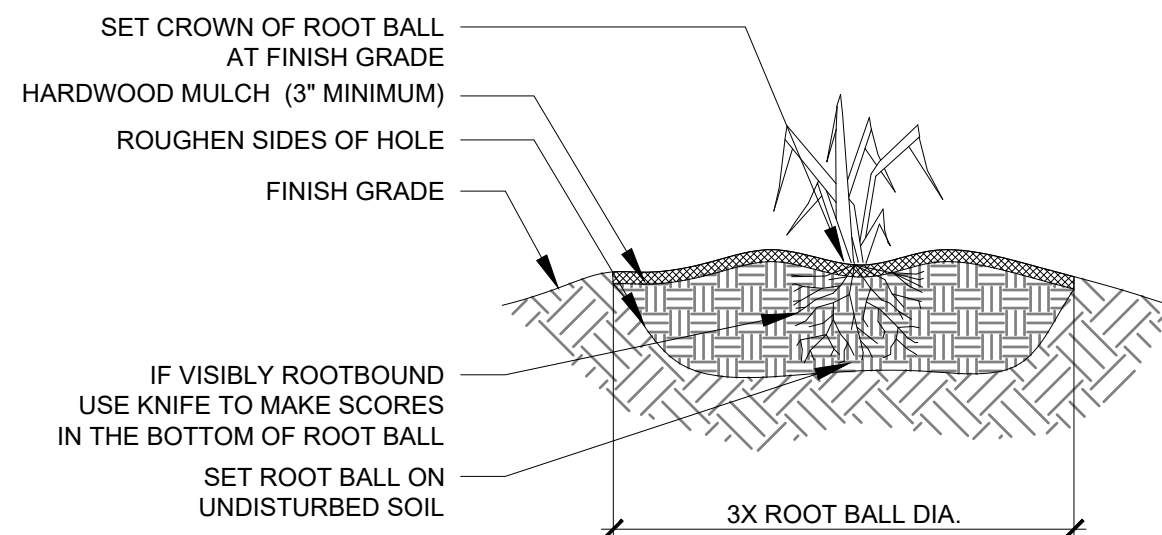
01
L401
SECTION: SHRUBS, TYP SCALE



10
L401
SECTION: SEED/SOD @ PCC EDGE, TYP SCALE

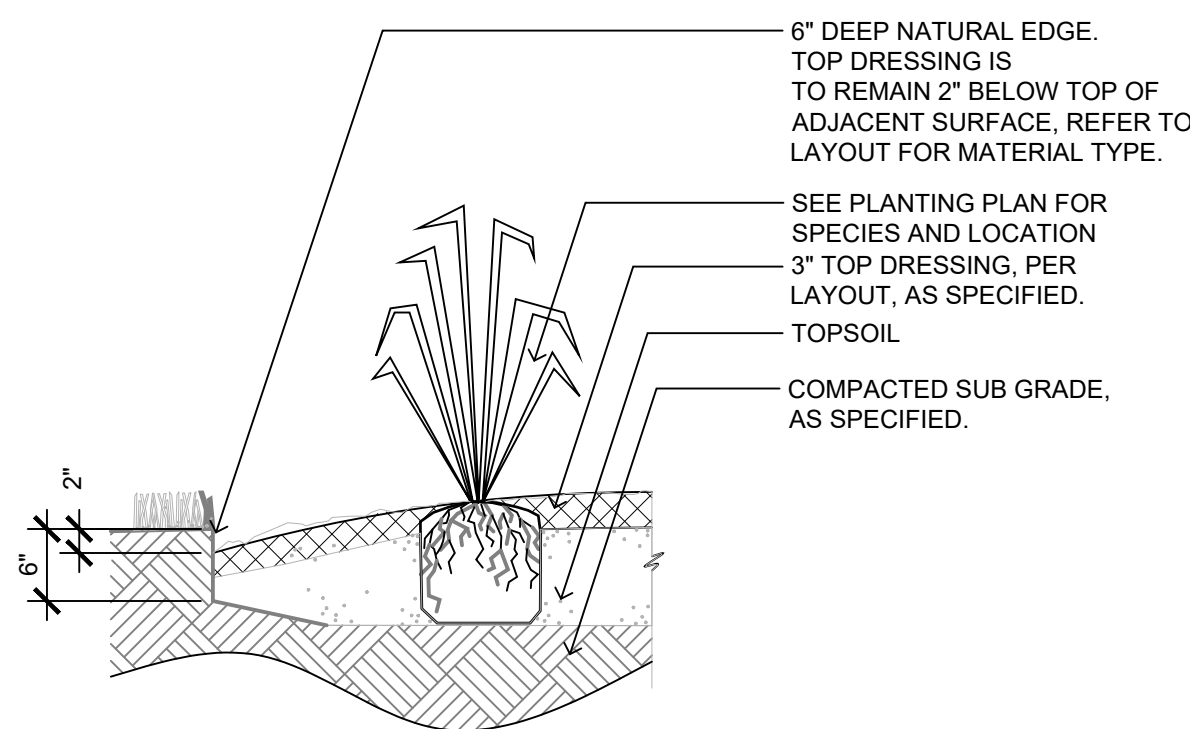


06
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SECTION: TOP DRESSING, TYP SCALE

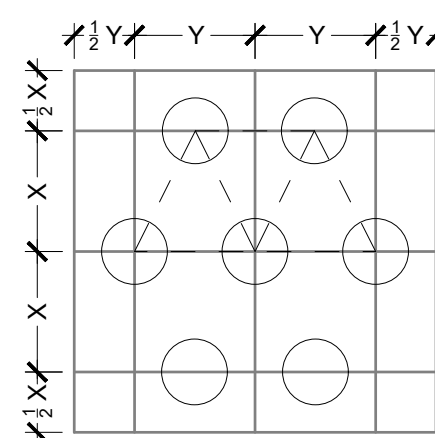


- NOTES:
1. REMOVE ALL POTS AND CONTAINERS BEFORE PLANTING
 2. REMOVE DAMAGED STEMS AND SPENT BLOOMS AFTER PLANTING
 3. WATER IMMEDIATELY AFTER PLANTING IS COMPLETED

02
L401
SECTION: PERENNIALS, TYP SCALE

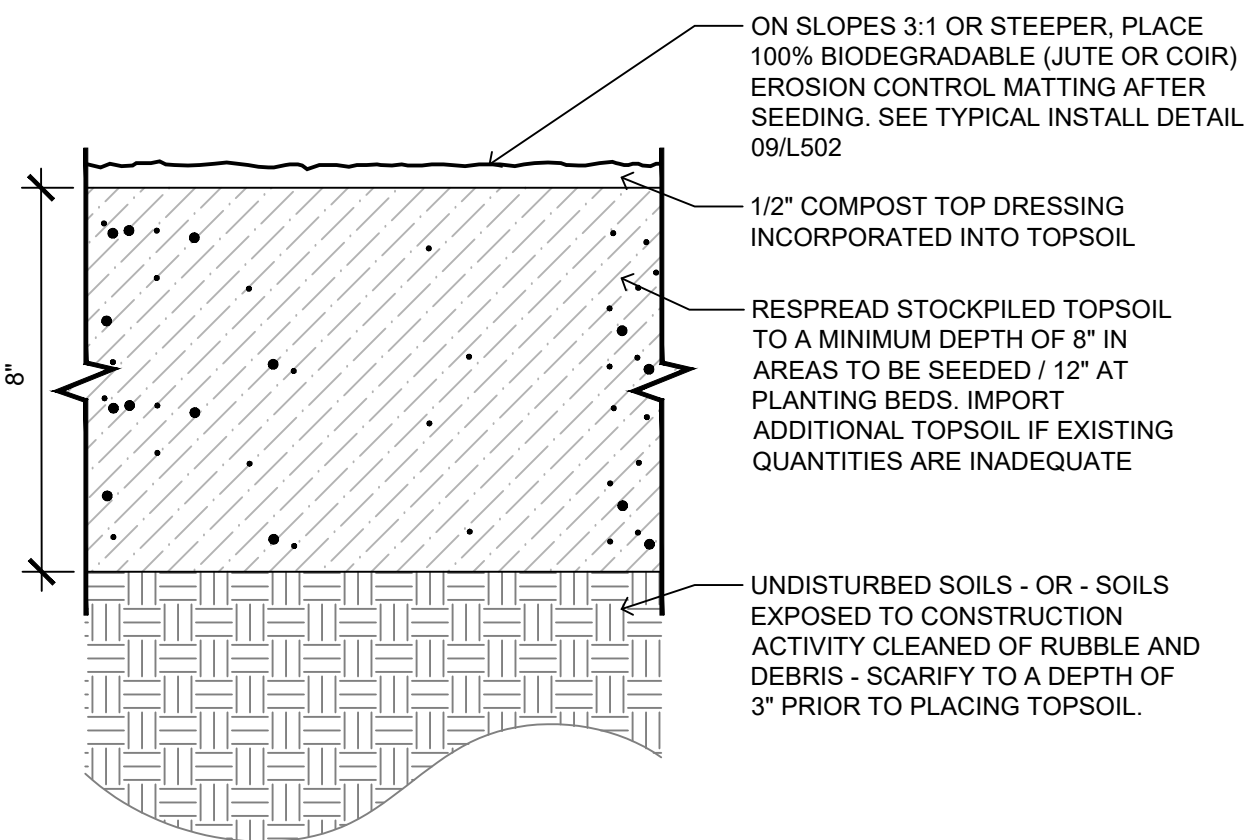


07
L401
SECTION: SPADE CUT EDGE, TYP SCALE

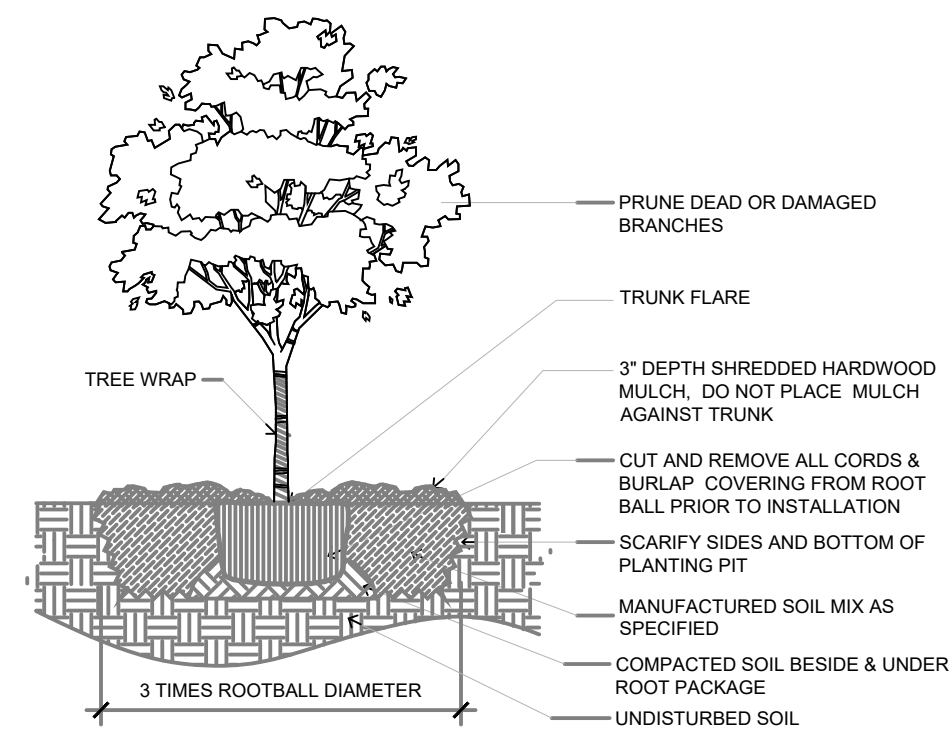


- NOTES:
1. SPACING PATTERN APPLIES TO ALL PERENNIALS, GROUNDCOVERS AND BULBS UNLESS OTHERWISE SPECIFIED
 2. SEE PLANT TABLE FOR SPACING SPECIFICATION

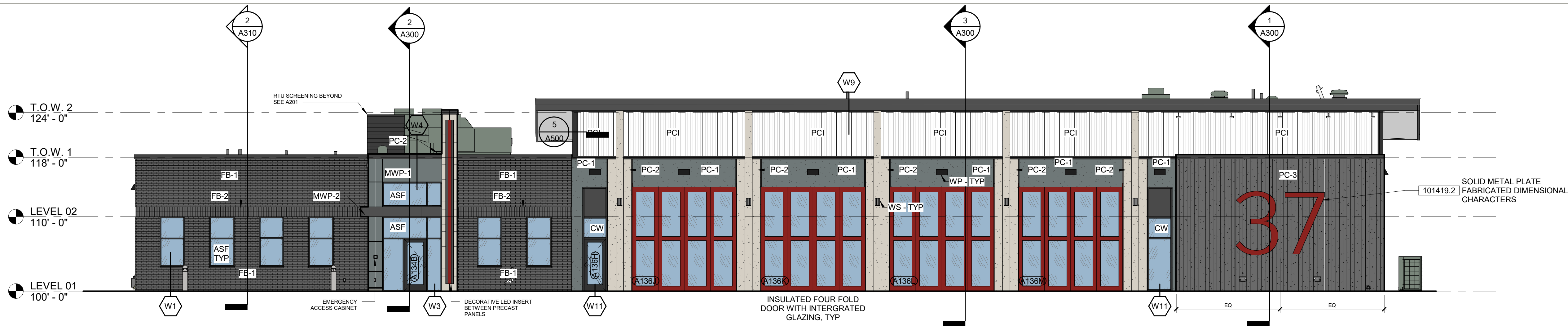
03
L401
SECTION: PLANT SPACING, TYP SCALE



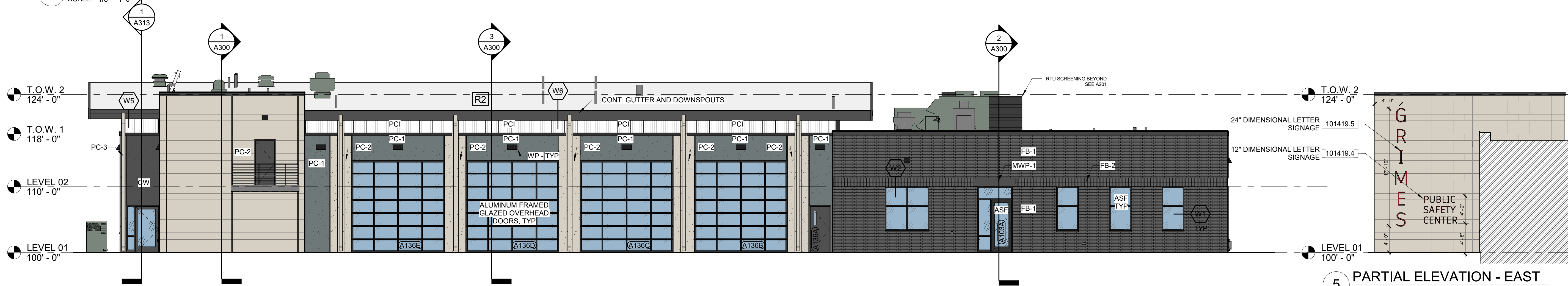
08
L401
SECTION: SEEDING, TYP SCALE



04
L401
SECTION: DECIDUOUS TREE, TYP SCALE

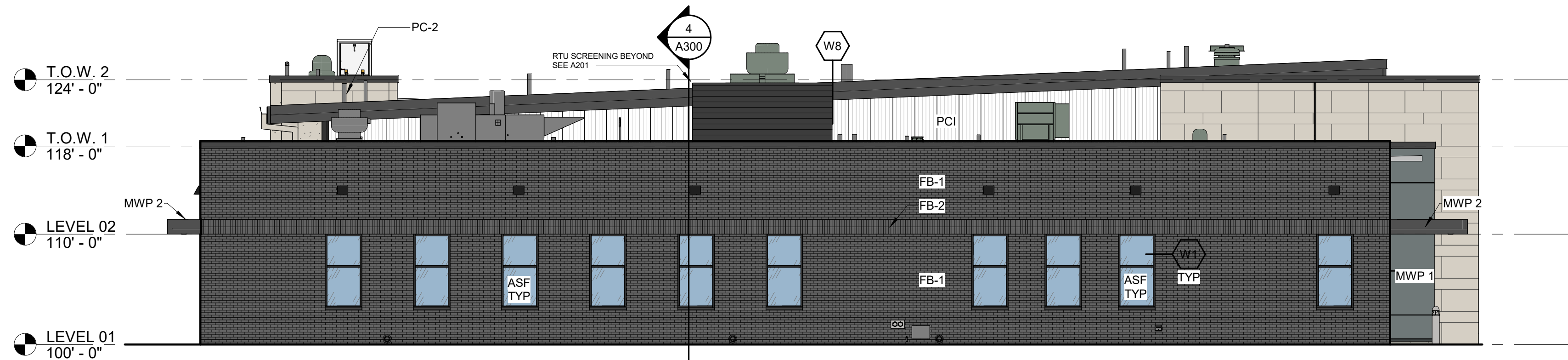


1 EXTERIOR ELEVATION - SOUTH
SCALE: 1/8" = 1'-0"

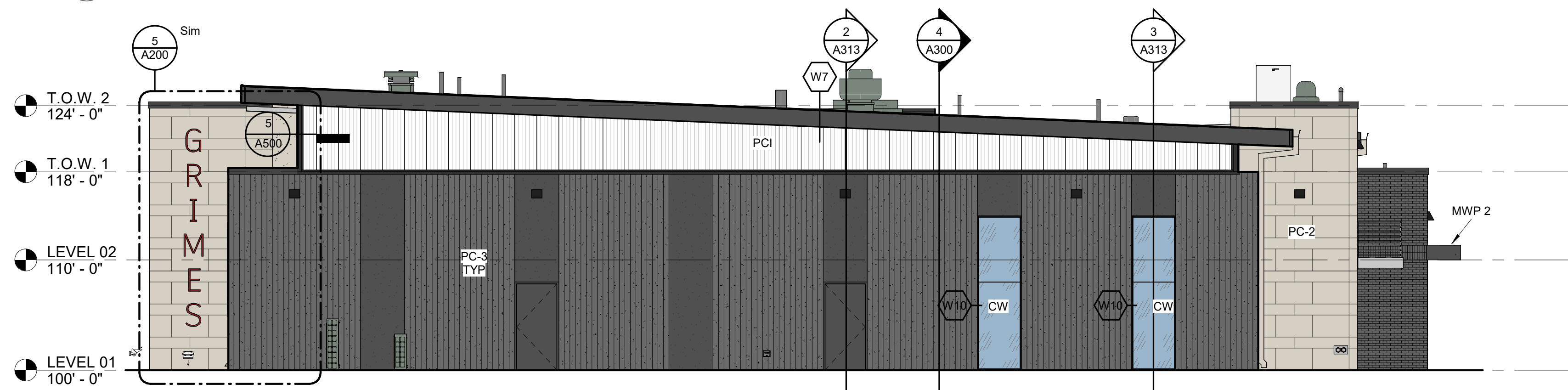


2 EXTERIOR ELEVATION - NORTH
SCALE: 1/8" = 1'-0"

5 PARTIAL ELEVATION - EAST
SCALE: 1/8" = 1'-0"



3 EXTERIOR ELEVATION - WEST
SCALE: 1/8" = 1'-0"



4 EXTERIOR ELEVATION - EAST
SCALE: 1/8" = 1'-0"

MATERIAL PERCENTAGES

NORTH

TOTAL SF = 2,063 SF		
	SF	%
MASONRY	906	44
PRECAST	1,149	55
METAL WALL PANEL	8	1

SOUTH

TOTAL SF = 1,951 SF		
	SF	%
MASONRY	705	36
PRECAST	1172	60
METAL WALL PANEL	74	4

WEST

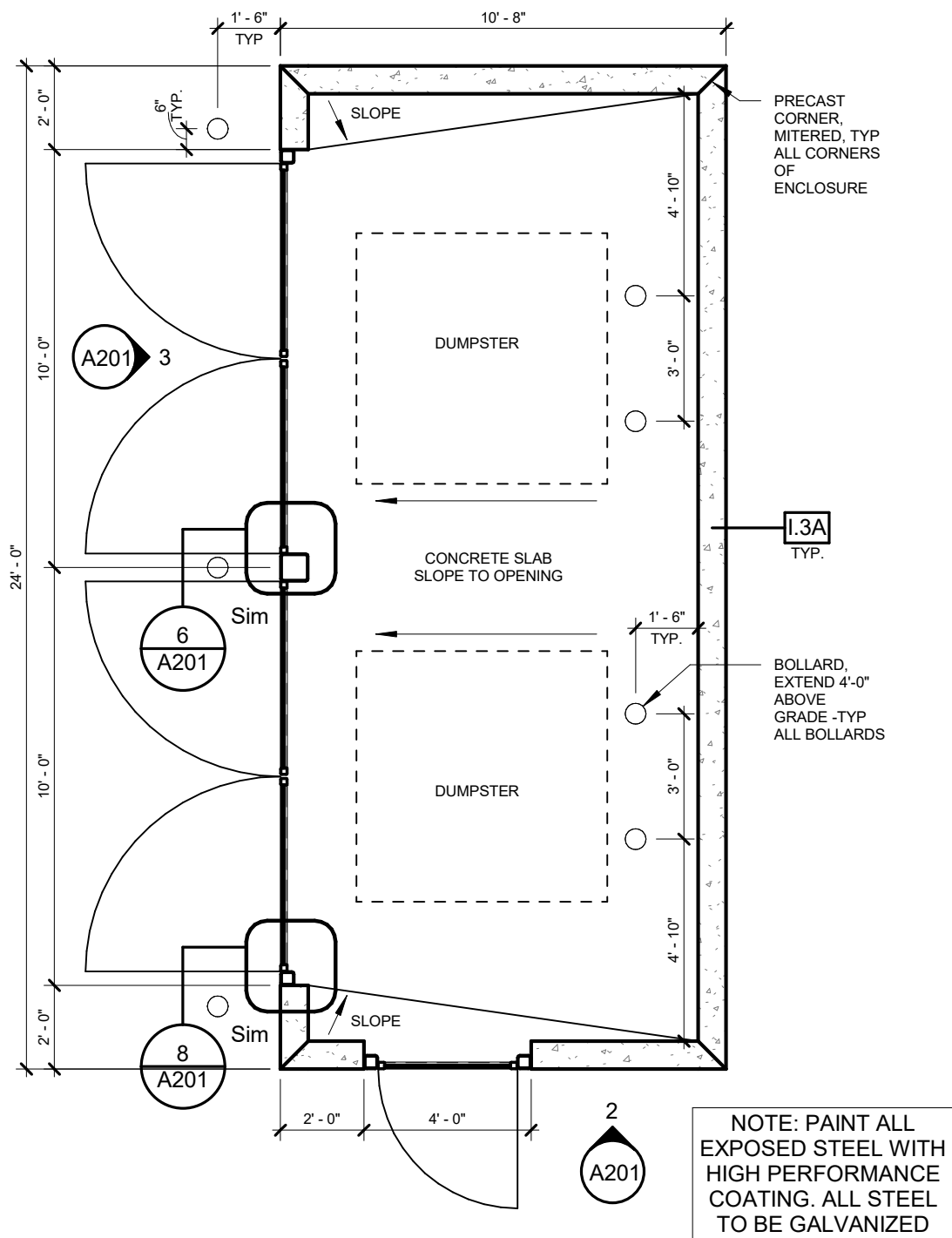
TOTAL SF = 2,044 SF		
	SF	%
MASONRY	1,721	84
PRECAST	242	12
METAL WALL PANEL	80	4

EAST

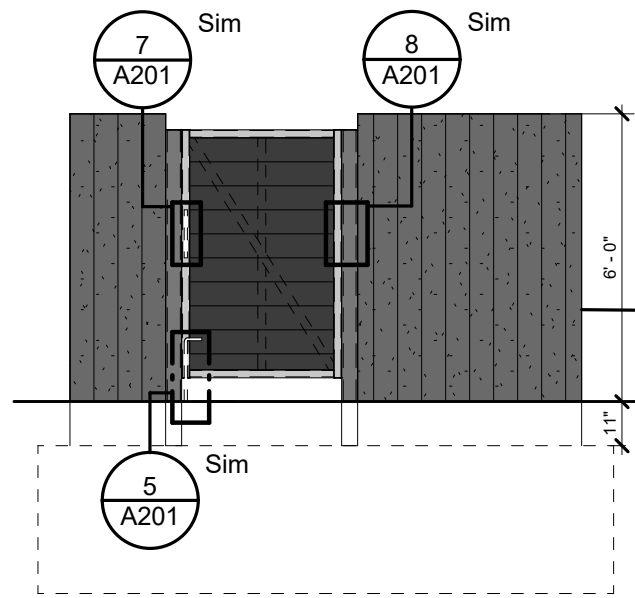
TOTAL SF = 1,809 SF		
	SF	%
MASONRY	114	6
PRECAST	1,691	93
METAL WALL PANEL	4	1

MATERIAL TYPE LEGEND

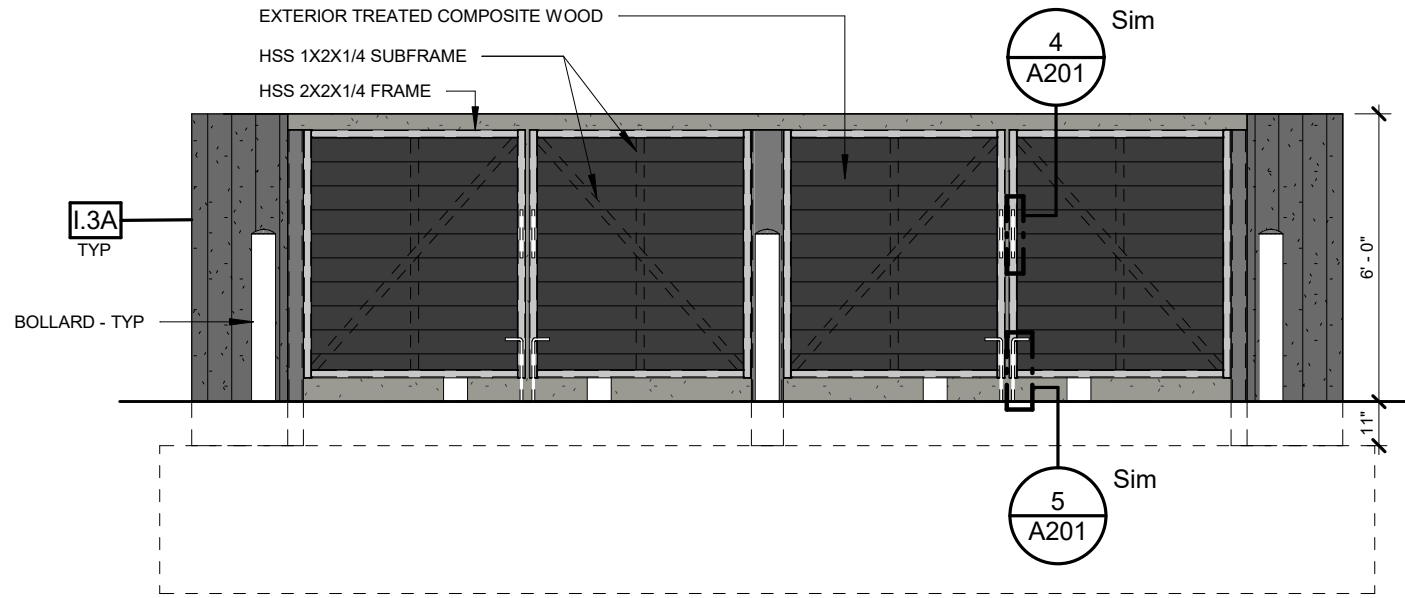
FB-1	FACE BRICK 1: MANGANESE IRON SPOT COLOR, SMOOTH FINISH, MODULAR SIZED, RUNNING BOND
FB-2	FACE BRICK 2: MANGANESE IRON SPOT COLOR, SMOOTH FINISH, MODULAR SIZED, SOLDIER BOND, RECESS 1/2"
MWP-1	ALUMINUM COMPOSITE METAL WALL PANEL, PANEL COLOR; AGED ZINC
PC-1	PRECAST CONCRETE PANEL 1; PANEL FINISH; ACID WASH PREP, PANEL STAIN; AGED ZINC
PC-2	PRECAST CONCRETE PANEL 2; PANEL FINISH; ACID WASH PREP, PANEL COLOR; INTEGRAL COLORED COLOR, BUFF
PC-3	PRECAST CONCRETE PANEL 3; PANEL FINISH; BOARD FORM FINISH BEDLINER, PANEL STAIN; CHARCOAL
ASF	ALUMINUM FRAMED STOREFRONT SYSTEM.
CW	STICK BUILT ALUMINUM CURTAIN WALL SYSTEM.
PCI	TRANSLUCENT POLYCARBONATE GLAZING
WP	SURFACE MOUNTED WALL PACK LIGHT
WS	SURFACE MOUNTED WALL SCONCE LIGHT



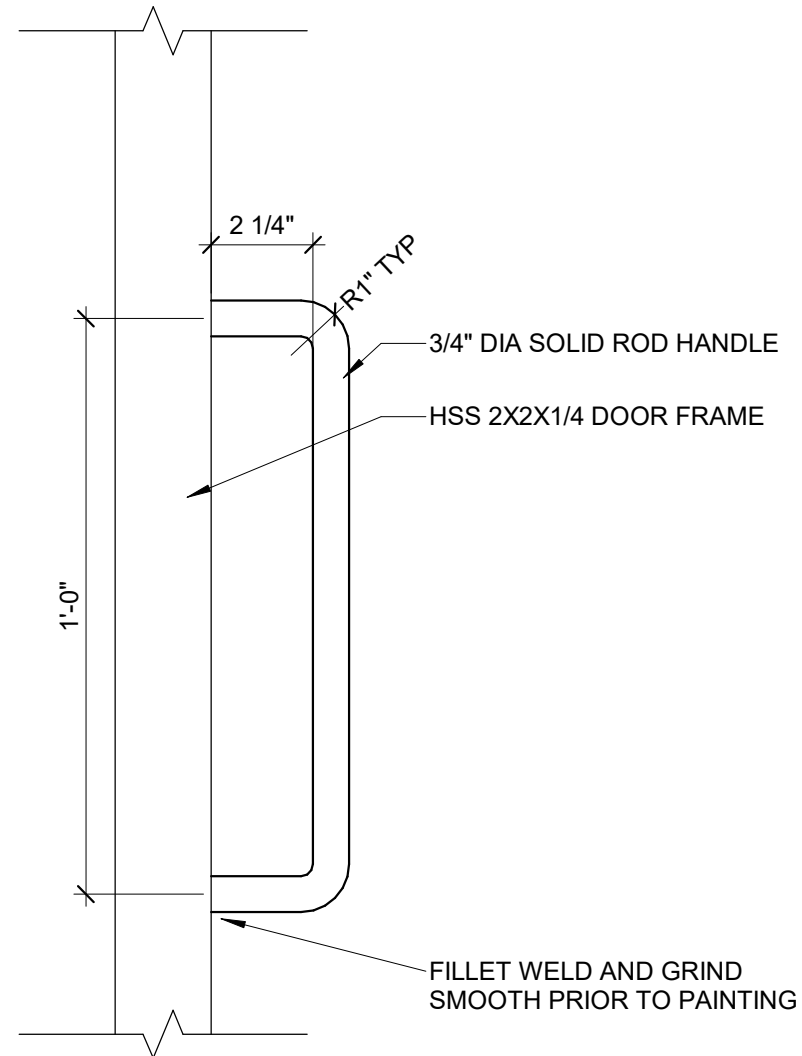
1 FLOOR PLAN - TRASH ENCLOSURE
SCALE: 1/4" = 1'-0"



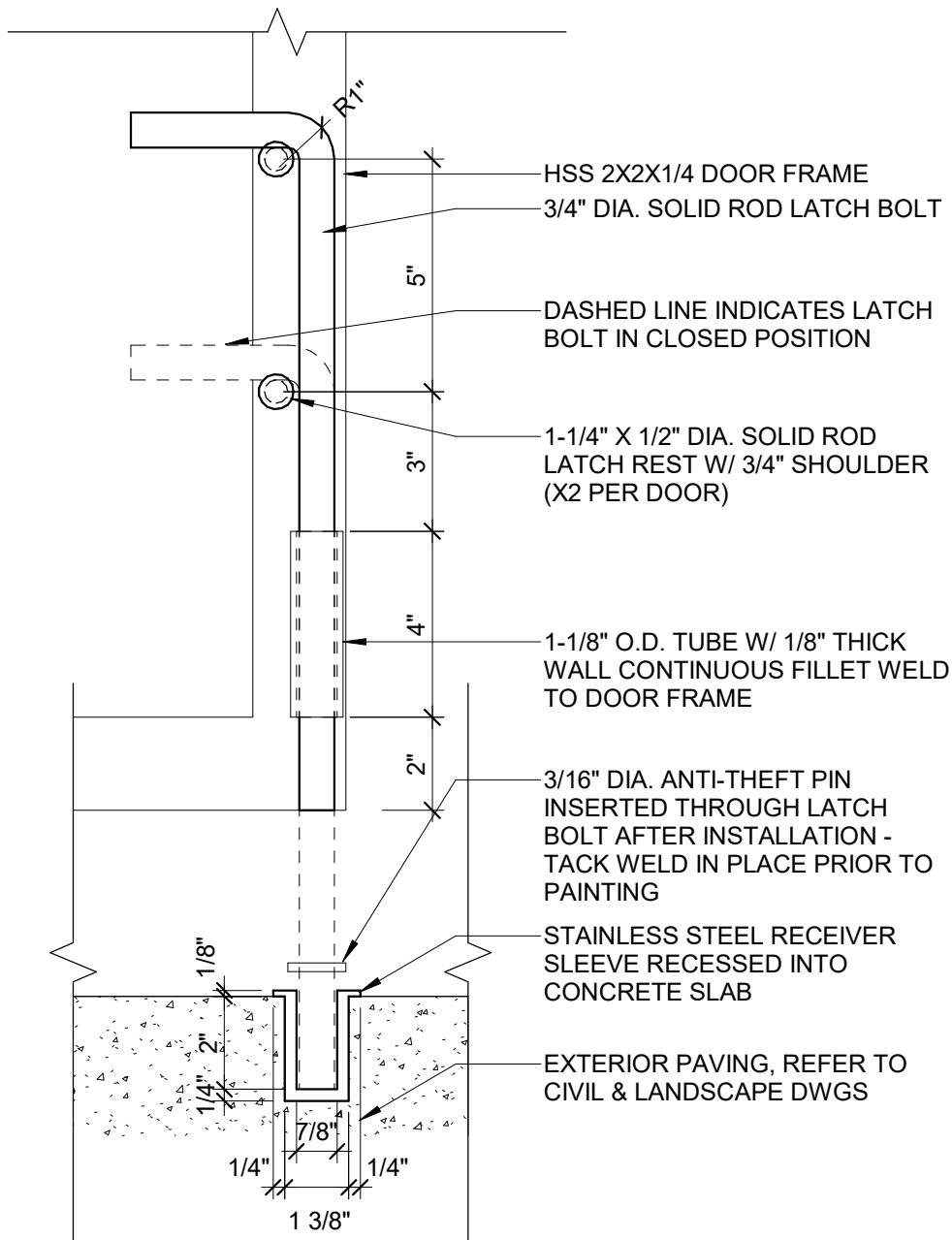
2 TRASH ENCLOSURE - SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



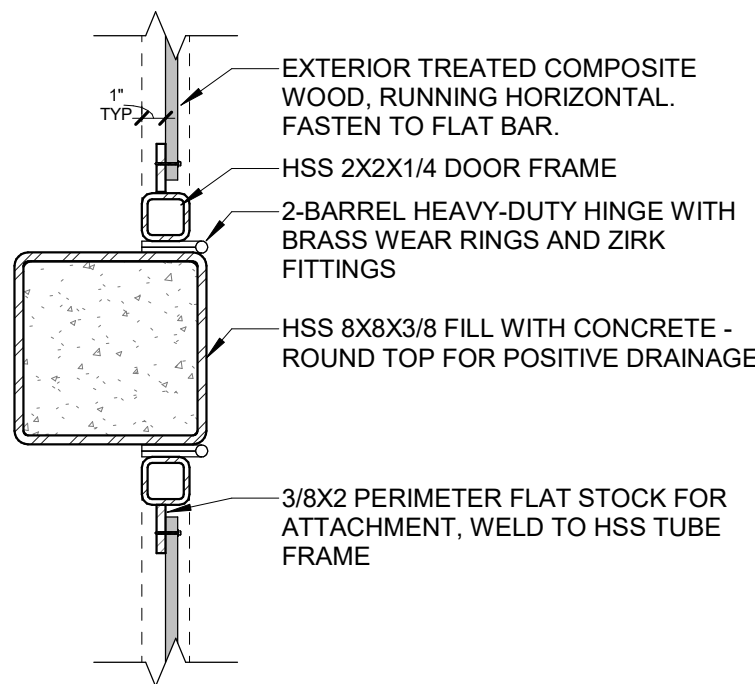
3 TRASH ENCLOSURE - WEST ELEVATION
SCALE: 1/4" = 1'-0"



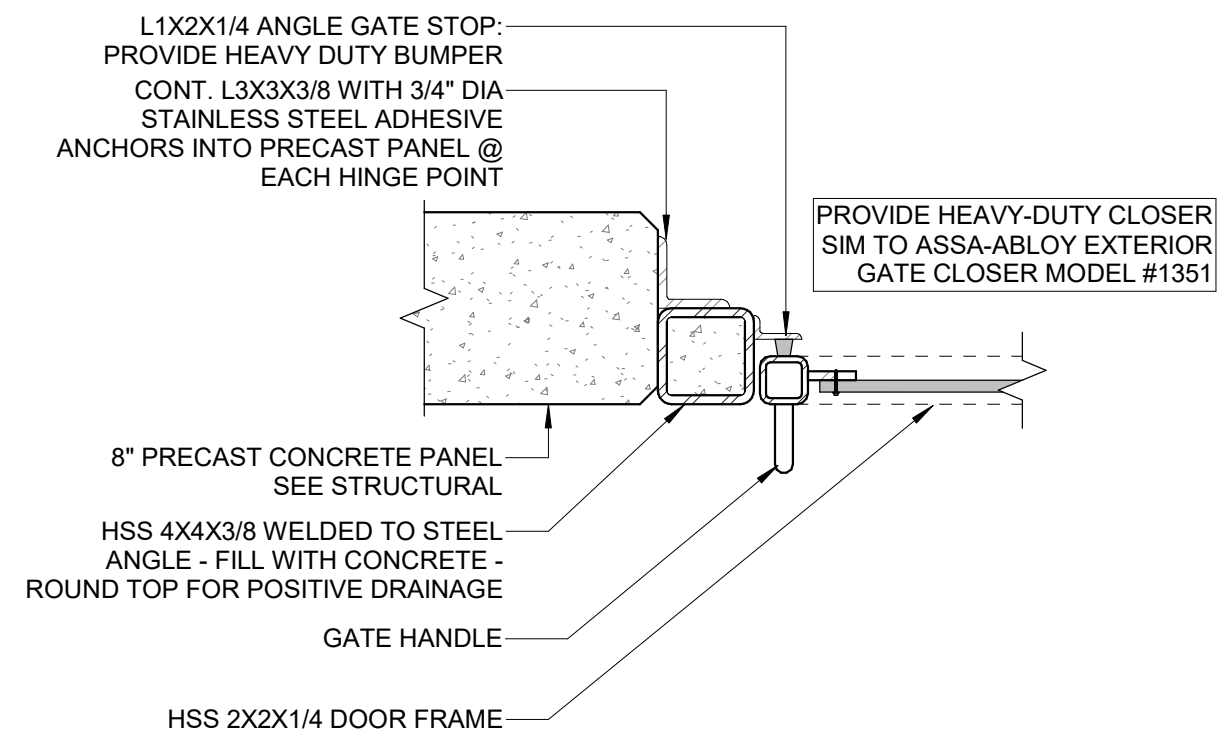
4 HANDLE DETAIL
SCALE: 3" = 1'-0"
NOTE: PROVIDE ONE HANDLE AT EACH DOOR



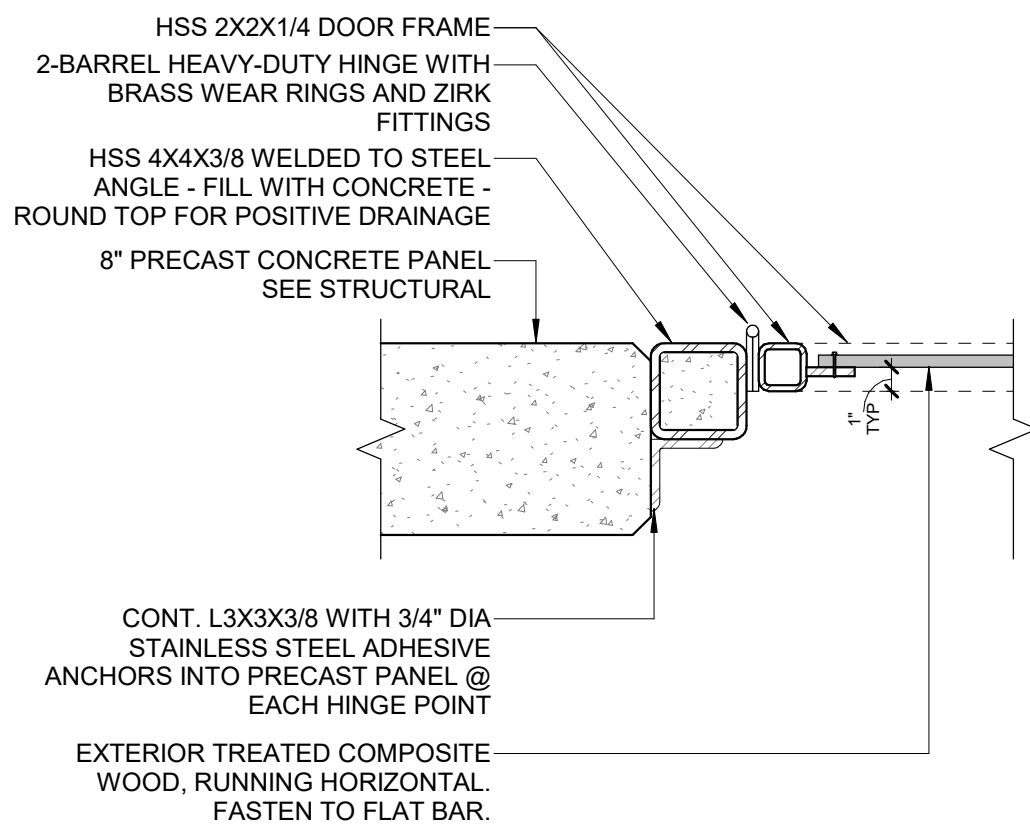
5 LATCH DETAIL
SCALE: 3" = 1'-0"
NOTE: PROVIDE ONE LATCH BOLT AT EACH DOOR



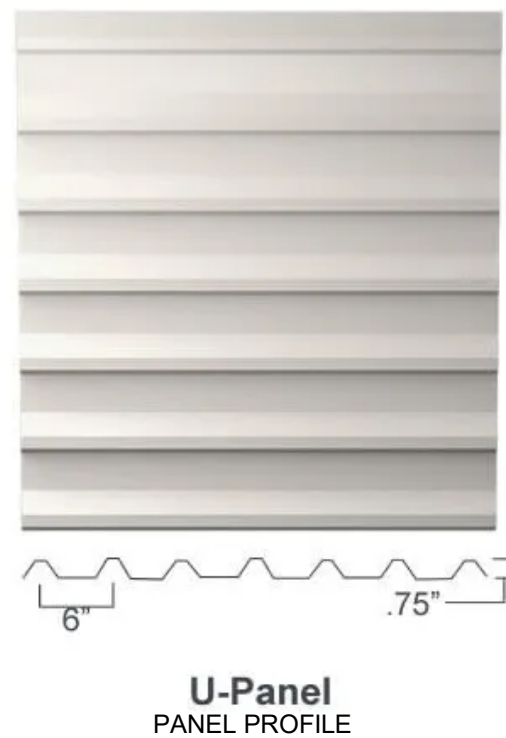
6 GATE DETAIL
SCALE: 1 1/2" = 1'-0"



7 GATE DETAIL
SCALE: 1 1/2" = 1'-0"



8 GATE DETAIL
SCALE: 1 1/2" = 1'-0"



9 RTU SCREEN EXAMPLES
SCALE: 1/2" = 1'-0"



CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Resolution 05-5224 Approving Final Plat of Hope Commercial Plat 6 and Certain Related Agreements and Easements

BACKGROUND: The applicant, Hope K Farms, LC, is requesting approval of a final plat for Hope Commercial Plat 6 located at the southwest corner of NE Gateway Drive and NE Beaverbrooke Blvd. The final plat consists of 34.41 acres with four development lots, one outlot for the private detention basin, and one street lot for the new extension of NE 12th Street. A traffic signal and sidewalk easement will be provided along NE Beaverbrooke Blvd to accommodate the future intersection improvements.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: No

BOARD/COMMISSION ACTIONS: Planning and Zoning Commission Recommendation of Approval - 04/02/2024

STAFF RECOMMENDATION: Staff recommend approval of the Resolution.

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

RESOLUTION 05-5224 APPROVING FINAL PLAT OF HOPE COMMERCIAL PLAT 6 AND CERTAIN RELATED AGREEMENTS AND EASEMENTS

Grimes Resolution No. 05-5224

WHEREAS, the preliminary plat and accompanying materials for Hope Commercial Plat 6, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa (the "Plat"), have been filed with the City Clerk of the City of Grimes, Iowa, by Hope K Farms, LC, (the "Developer"); and

WHEREAS, approval of the preliminary plat of the Plat has previously been given by the Grimes City Council at a regular meeting thereof; and

WHEREAS, the Developer has requested final approval of the Plat; and

WHEREAS, the Grimes Planning and Zoning Commission has recommended that the Plat be approved; and

WHEREAS, the Developer has not yet completed the installation of certain Public Improvements to be dedicated to the City, including water main, sanitary sewer, storm sewer lines, pavement, streetlights, and trail in the Plat, and the Developer has entered into an Agreement to Complete Public Improvements; and

WHEREAS, the Developer has submitted to the City of Grimes all necessary easements within the Plat; and

WHEREAS, the Developer has submitted to the City of Grimes Warranty Deed for right-of-way located within the Plat; and

WHEREAS, the Developer has filed with the City of Grimes a Reaffirmation and Addition of Land to Owner's Association & Declaration of Covenants, Conditions, Easements, and Restrictions for Hope Commercial Plat 4 to be recorded with the Plat; and

WHEREAS, the plat of Hope Commercial Plat 6 and the documents relating thereto comply in all other respects with the City of Grimes's Subdivision Ordinance.

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

1. That the plat of Hope Commercial Plat 6 be and the same is hereby accepted and approved by the City Council of the City of Grimes.

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the Agreement to Complete Public Improvements; and

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the following additional easements to be filed with the Plat:

1. Landscape Buffer Easement
2. Public Utility Easement
3. Water Main Easement
4. Traffic Signal and Sidewalk Easement
5. Trail Easement
6. Sidewalk Easement
7. Sidewalk and Electric Easement; and

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the Warranty Deed for right-of-way, and

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the Reaffirmation and Addition of Land to Owner's Association & Declaration of Covenants, Conditions, Easements, and Restrictions for Hope Commercial Plat 4 and the City Clerk is directed to file such Covenants with the Plat; and

BE IT FURTHER RESOLVED that the required sidewalks and trails within the Plat are not now constructed, provided, however, that in no event shall a certificate of occupancy be issued on a lot within the Plat until all sidewalks on such lot that are required by the Plat are constructed. Issuance of the certificate of occupancy shall constitute the City's acceptance of such sidewalk or trail; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute all other associated agreements, and file the final plat of Hope Commercial Plat 6, as well as any other documents related thereto, with the Polk County Recorder.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

Relation to Comprehensive & Neighborhood Plans

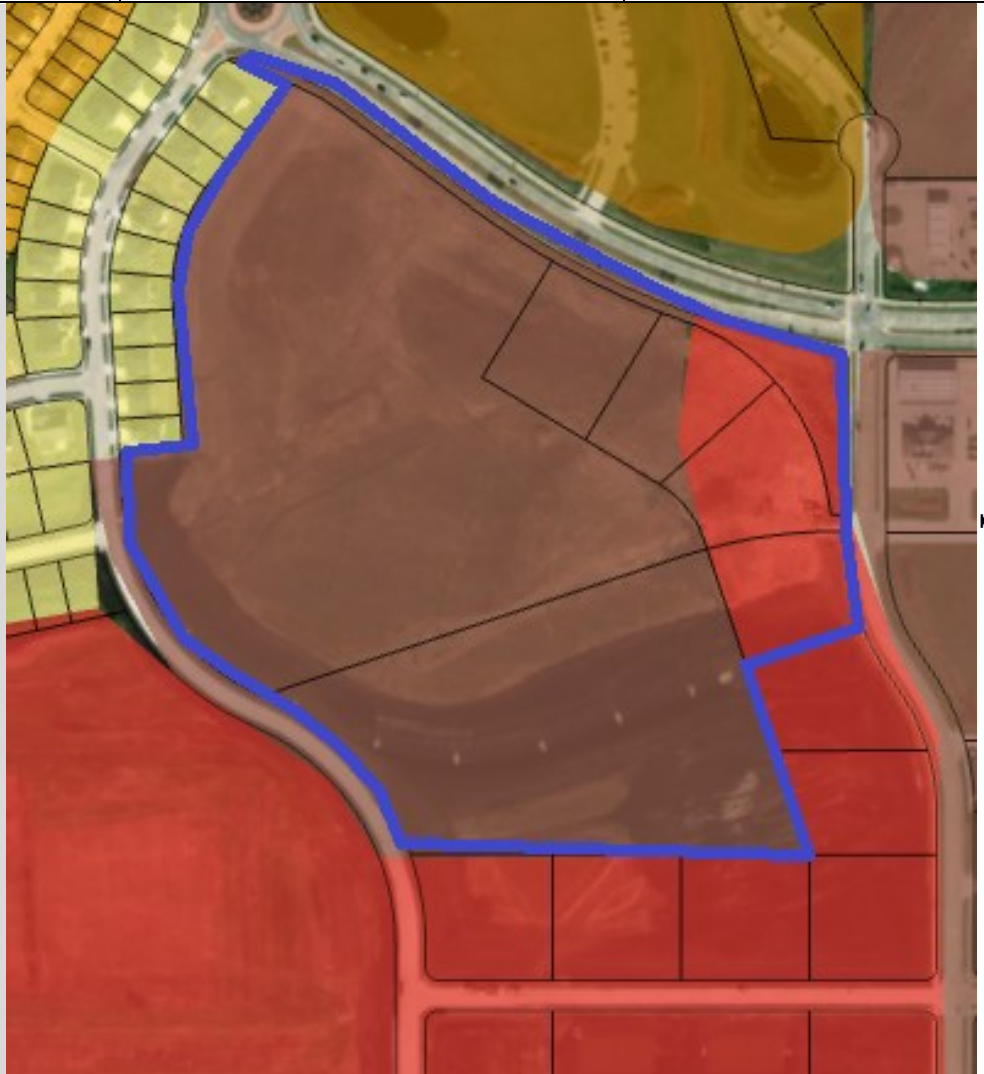
LAND USES & ZONING

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Mixed Use/Commercial	R-4
North	Church	High Density Residential	R-4
South	Vacant	Commercial	R-4
East	Vacant/Commercial	Mixed Use 1	R-4
West	Single-Family	Low Density Residential	R-4

PARKS

The Parks and Trails Master Plan planned for a trail connection from NE Gateway Drive to the west to connect with the trail along Lions Park. The Hope Commercial PUD plans for a trail on the north side of NE 12th Street which will align partially with the Master Plan. The trail will not continue west to connect to the Lions Park trail due to the Grimes Plex. However, trail is existing along NE Heritage Drive, around the basin, and down to E 1st Street which ultimately provides a connection to the Lion Park trail. Sidewalks along NE 12th Street and NE Park Street can also connect patrons to the trail along Lions Park.

Parkland dedication for the Hope Commercial PUD was satisfied with the large regional detention basin and surrounding trail. No additional parkland is required.



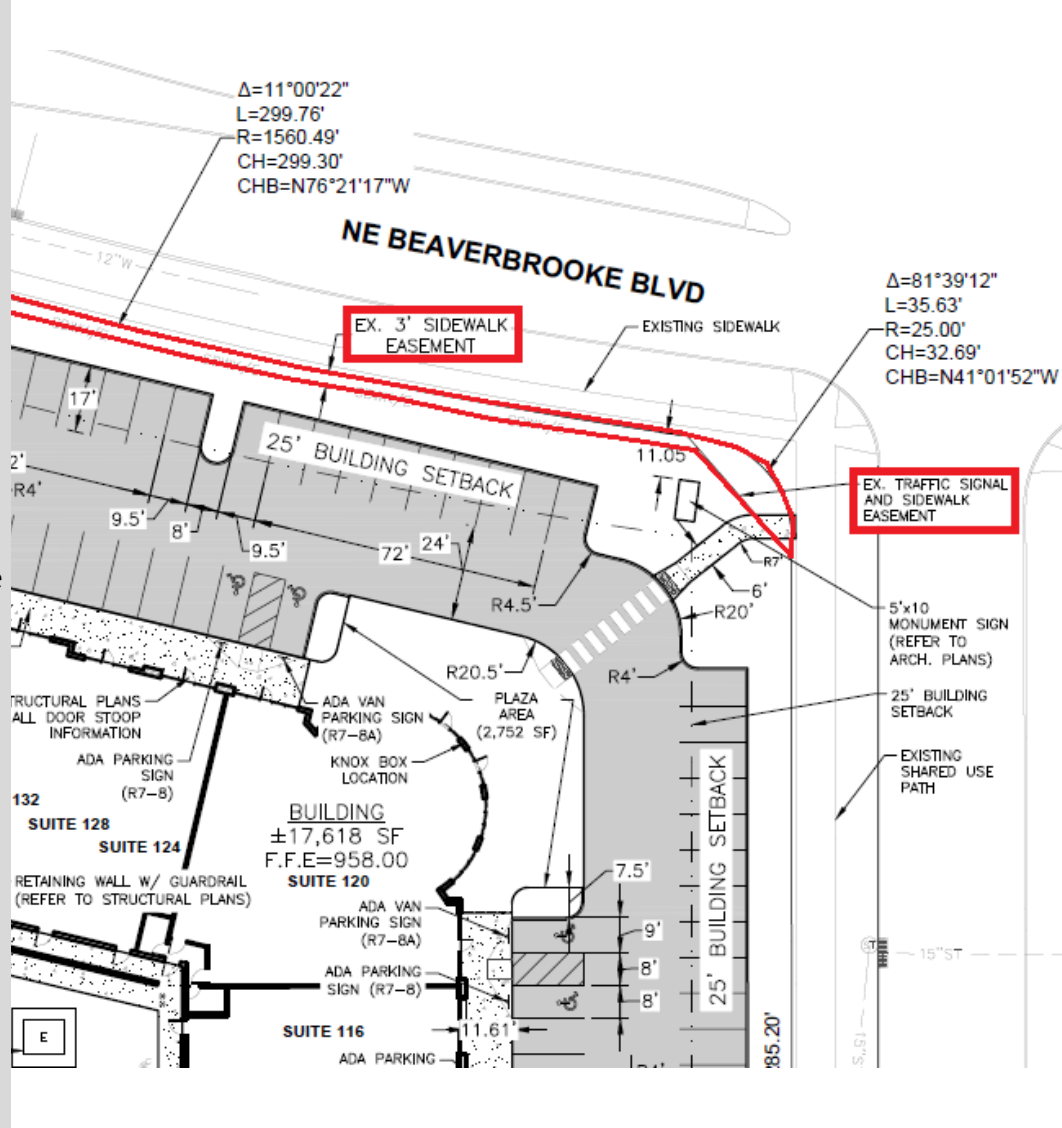
Future Land Use Map

Relation to Studies & Legal

RELATION TO STUDIES

The City hired Snyder & Associates to complete a traffic study of the Hope Commercial District which identified several roadway improvements throughout the development. The City was able to incorporate some of the improvements into the construction drawings including turn lanes on NE 10th Street and NE Heritage Drive and planning multiple access locations for the Grimes Plex. Staff has started the design process for improvements to the NE Gateway and E 1st Street intersection as identified in the traffic study which includes widening Gateway at the intersection and providing additional turn lanes.

Staff has started working with Snyder & Associates regarding future improvements to the NE Gateway Drive and Beaverbrooke Blvd intersection, including a traffic signal, addition of turn lanes, and modified turning radii.



Legal

The plat is part of the Hope Commercial PUD and the associated development agreement which identifies development standards and required public improvements.

The plat includes the construction of NE 12th Street connecting from NE Heritage Drive to NE Gateway Drive as required in the development agreement. Right-of-way will be dedicated to the City for the public street.

The existing PUE identified in Hope Commercial Plat 4 along the north edge of the development will be relocated to better suit the new proposed development and lot lines. The easement vacation has been approved through Council and a new easement will be established with the final plat.

A sidewalk and traffic signal easement will be provided along the north side of the plat to accommodate future intersection improvements and traffic signal.

Site Layout

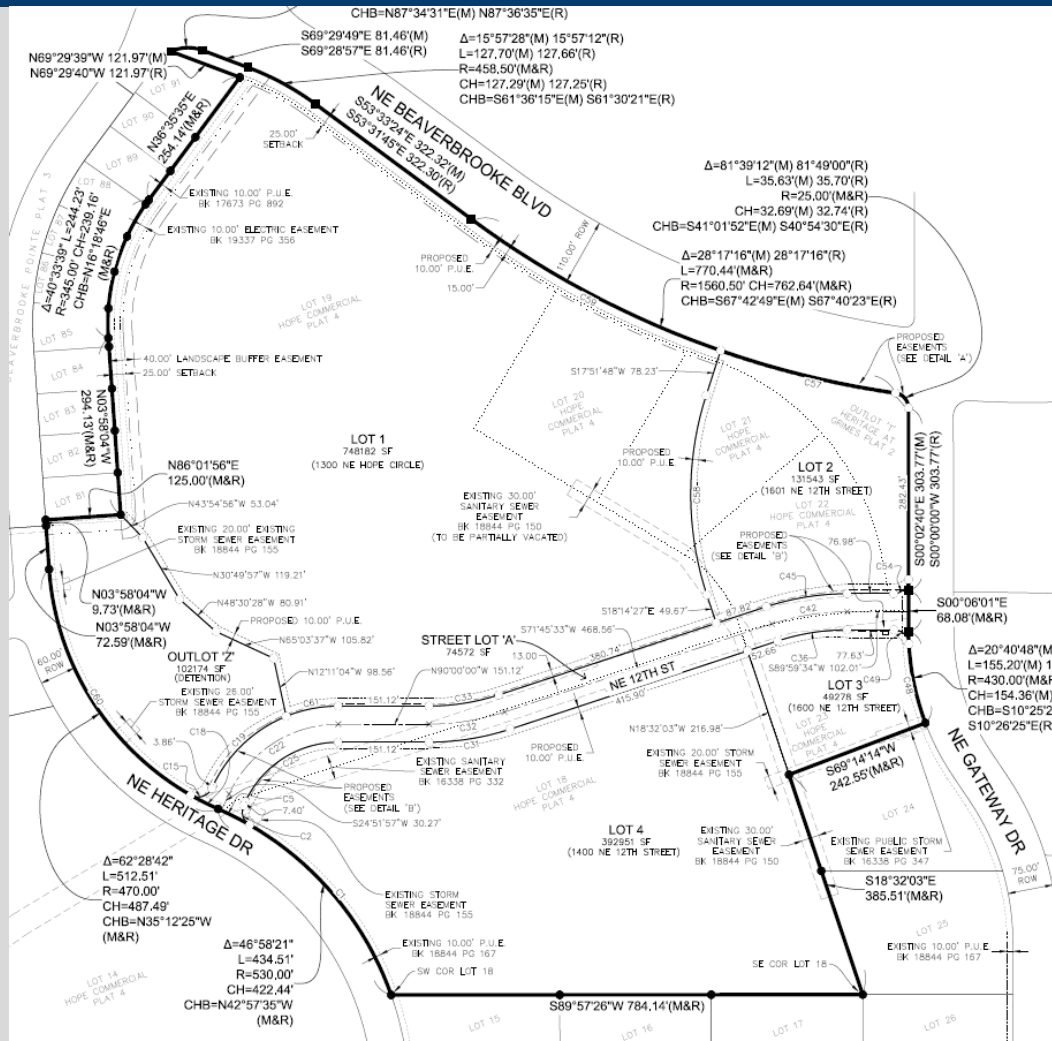
ACCESS

Access will be provided via NE 12th Street and a private drive connecting from NE 12th Street to NE Beaverbrooke Blvd.

All driveways will be located off of NE 12th Street or the private street, with the exception of Lot 1 which will have a right-in/right-out access on NE Beaverbrooke Blvd.

PLAT LAYOUT

Four development lots are proposed, with one outlot for the detention basin and a street lot for NE 12th Street.



SANITARY

Sanitary is existing south of NE 12th Street. A portion of existing sanitary sewer north of NE 12th Street will be removed due to the new proposed lot layout and new sewer will be extended to serve the commercial lots along NE Gateway Drive. Services will be provided to each development lot.

WATER

Water will be constructed on the south side of NE 12th Street and services will be stubbed to each development lot.

STORM WATER

Two private basins will be constructed on the west side of the plat.

LANDSCAPING

The existing landscaping along NE Beaverbrooke Blvd will remain in place aside from a portion of the existing berm at the northeast corner of the plat. Additional landscaping will be provided with site plans.

Conclusion

STAFF RECOMMENDATION

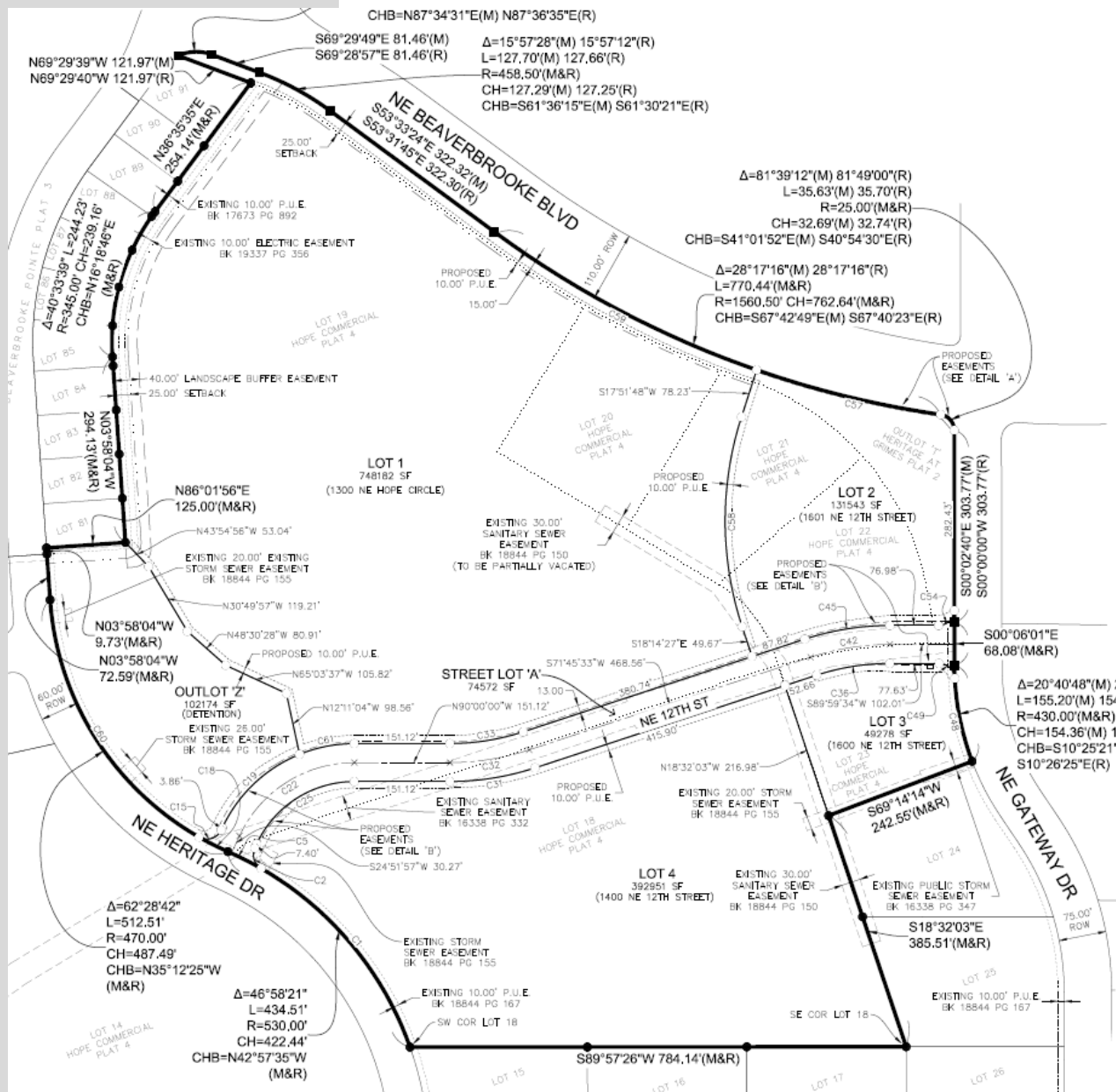
Staff recommends approval of the Hope Commercial Plat 6 Final Plat.

Conclusion

The plat proposes 4 development lots, one outlot for detention, and street lot for NE 12th Street.

A private street will be constructed with the commercial development on Lot 2.

A new public utility easement will be established along NE Beaverbrooke Blvd and a sidewalk and traffic signal easement will be provided to accommodate future improvements at the intersection.





Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~February 13, 2024~~

May 17, 2024

Civil Design Advantage

Attn: Josh Trygstad

4121 NW Urbandale Drive

Urbandale, IA 50322

RE: Hope Commercial Plat 6 Final Plat

Dear Mr. Trygstad:

The Development Services Department is in receipt of a proposed Final Plat for Hope Commercial Plat 6. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Provide \$2000 plat review fee.~~

Sheet 2:

- ~~1. Please change the proposed sidewalk and utility easement on the north side of NE 12th St to "trail easement (width varies)" to match the trail easement at the intersection of NE 12th and Gateway.~~
- ~~2. Please change the sidewalk and utility easement in the south side of NE 12th St to "sidewalk and electric easement". Other utilities shouldn't need to cross the easement.~~

Legal Comments:

- ~~1. Title opinion~~
 - ~~a. The title opinion should reference the Hope Commercial Zoning Change and Development Agreement and the Amended and Restated Hope Commercial PUD Zoning Change and Development Agreement. It appears these were not recorded. Staff will record these and provide the BK PG.~~
- ~~2. Consent(s) to Plat~~
 - ~~a. Owner consent~~

- ~~b. Mortgagee consent (if applicable)~~
- ~~3. Treasurer's Certificate~~
- ~~4. County Subdivision Name Approval~~
- ~~5. Legal description in Word format~~
- ~~6. Easement documents and legal description.~~
 - ~~a. Public Utility Easement~~
 - ~~b. Landscape Buffer Easement~~
 - ~~c. Traffic Signal and Sidewalk Easement~~
 - ~~d. Sidewalk Easement~~
 - ~~e. Trail Easement~~
 - ~~f. Sidewalk and Electric Easement~~
 - ~~g. Water Main Easement~~
- ~~7. Declaration and Covenants, Restrictions and Easements~~
- 8. Executed Mid-American Energy electric and Black Hills gas distribution agreement. Streetlights to be black.
- 9. Agreement to Complete with performance bond (if applicable) If a bond and agreement to complete is not provided, staff will hold on to the plat and Resolution until all public improvements are completed. The plat would be released for recording upon completion. Provide performance bond.
- 10. 4-year maintenance bond (can be provided upon completion of construction)
- 11. Letter from the surveyor confirming that monuments are in place. Confirmation is required prior to issuing a Certificate of Occupancy.
- ~~12. Warranty Deed for ROW.~~
 - ~~a. Reference Iowa Code 428A.2(6) for tax exemption.~~
- ~~13. For consistency, please provide a cover sheet for all easements.~~
- ~~14. Traffic Signal and Sidewalk Easement and Sidewalk and Electric Easement had the legal description in two places. Exhibit A can be deleted.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: February 13, 2024
(1 PDF of Final Plat and Legals)

PLANNING & ZONING: March 5, 2024 at 5:30

COUNCIL MEETING: May 28, 2024 at 5:30

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Senior Planner

INDEX LEGEND

LOCATION: LOTS 18-23, HOPE COMMERCIAL PLAT 4, AND
OUTLOT 'T', HERITAGE AT GRIMES PLAT 2
CITY OF GRIMES, POLK COUNTY, IOWA

REQUESTOR: HOPE K FARMS LLC

PROPRIETOR: HOPE K FARMS LLC
1548 S 45TH ST
WEST DES MOINES, IA 50265-5765

SURVEYOR: MICHAEL A. BROONER

SURVEYOR
COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY
& RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: 515-369-4400

HOPE COMMERCIAL PLAT 6

FINAL PLAT

$\Delta=45^{\circ}45'44''$ (M) $45^{\circ}48'56''$ (R)
L=52.71'(M) 52.78'(R)
R=66.00'(M&R)
CH=51.32'51.38'(R)
CHB=N87°34'31"E(M) N87°36'35"E(R)
S69°29'49"E 81.46'(M)
S69°28'57"E 81.46'(R)

$\Delta=15^{\circ}57'28''$ (M) $15^{\circ}57'12''$ (R)
L=127.70'(M) 127.66'(R)
R=458.50'(M&R)
CH=127.29'(M) 127.25'(R)
CHB=S61°36'15"E(M) S61°30'21"E(R)

$\Delta=81^{\circ}39'12''$ (M) $81^{\circ}49'00''$ (R)
L=35.63'(M) 35.70'(R)
R=25.00'(M&R)
CH=32.69'(M) 32.74'(R)
CHB=S41°01'52"E(M) S40°54'30"E(R)

$\Delta=28^{\circ}17'16''$ (M) $28^{\circ}17'16''$ (R)
L=770.44'(M&R)
R=1560.50' CH=762.64'(M&R)
CHB=S67°42'49"E(M) S67°40'23"E(R)

OWNER / DEVELOPER

HOPE K FARMS LLC
1548 S 45TH ST
WEST DES MOINES, IA 50265-5765
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMG.COM

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322

ZONING

R-4 HOPE COMMERCIAL PUD
(PLANNED UNIT DEVELOPMENT)

BULK REGULATIONS

SETBACKS:
FRONT YARD: 25' BEAVERBROOKE DRIVE
FRONT YARD: 0' HERITAGE DRIVE
REAR YARD: 25'
SIDE YARD: 10' (EXTERNAL)
SIDE YARD: 0' (INTERNAL)

DATE OF SURVEY

OCTOBER 18, 2023

PLAT DESCRIPTION

LOTS 18 THROUGH 23, HOPE COMMERCIAL PLAT 4, AN
OFFICIAL PLAT AND OUTLOT 'T', HERITAGE AT GRIMES
PLAT 2, AN OFFICIAL PLAT, ALL IN THE CITY OF GRIMES,
POLK COUNTY, IOWA.

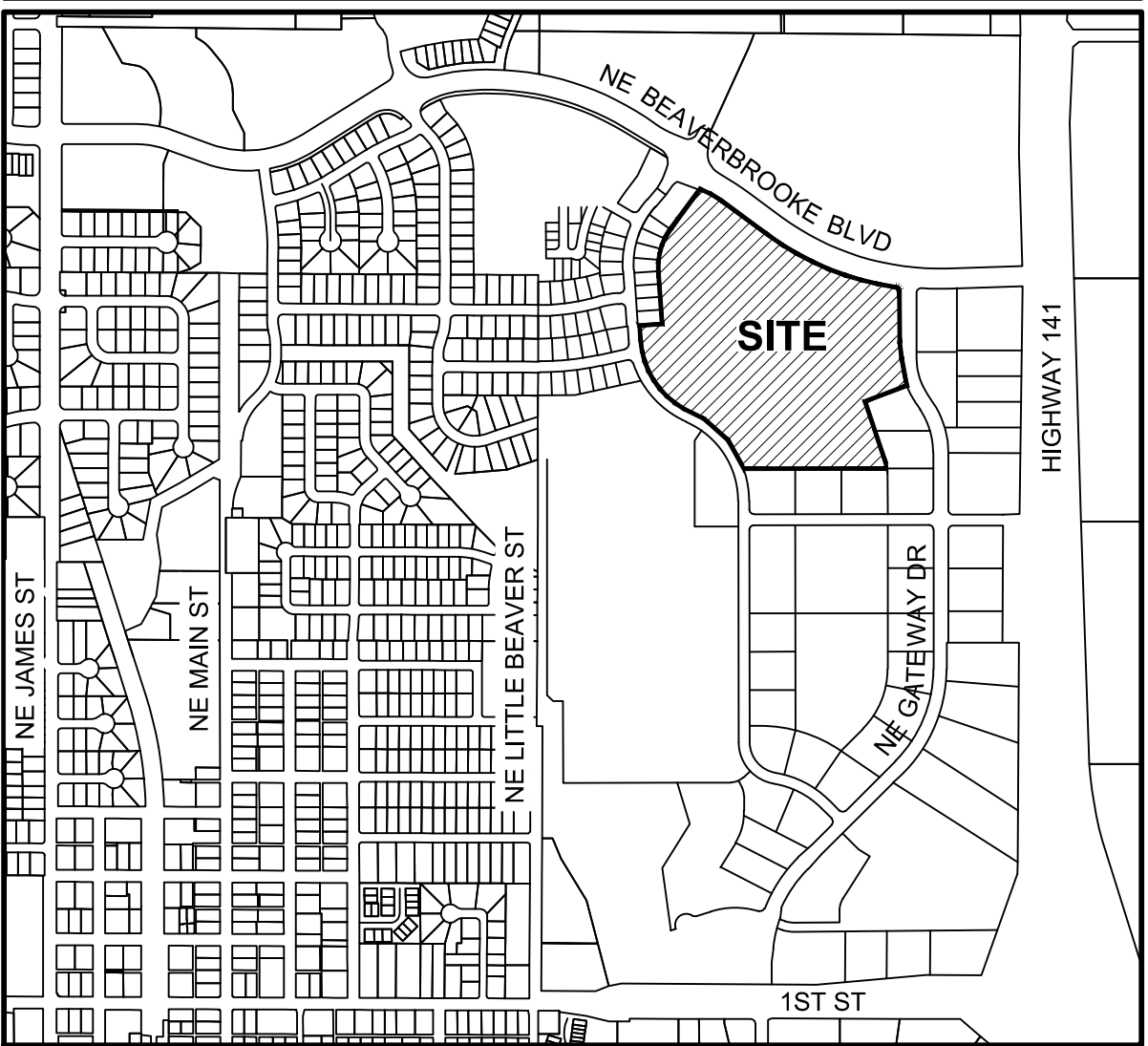
THE PROPERTY CONTAINS 34.41 ACRES (1,498,701
SQUARE FEET) AND IS SUBJECT TO ANY AND ALL
EASEMENTS OF RECORD.

NOTES

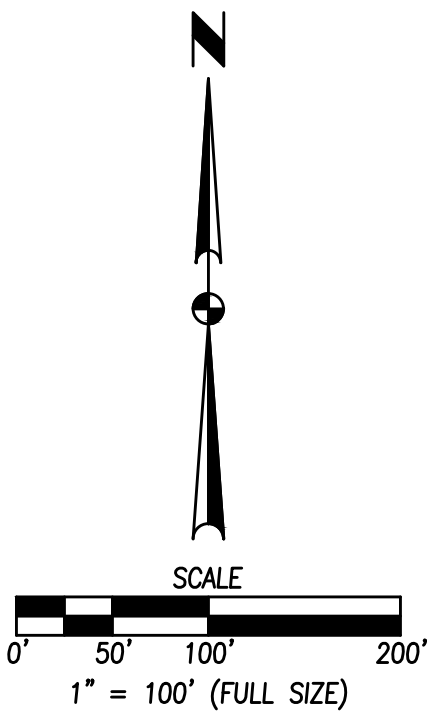
- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL
BE COMPLETED WITHIN ONE YEAR FROM THE DATE
THIS PLAT WAS RECORDED.
- LOTS MAY BE SUBJECT TO MINIMUM PROTECTION
ELEVATIONS AND OTHER ELEVATION RESTRICTIONS
NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED
PROJECT ENGINEERING DOCUMENTS FOR ANY
ELEVATION RESTRICTIONS.
- STREET LOT 'A' TO BE DEDICATED TO THE CITY OF
GRIMES.

VICINITY MAP

SCALE: 1"=500'

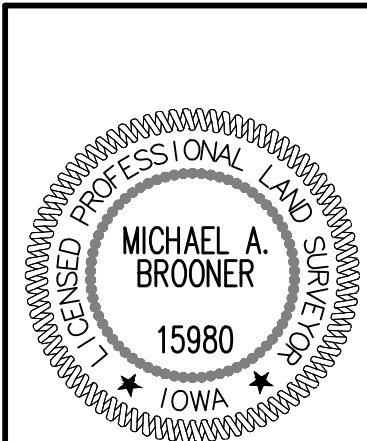


GRIMES, IOWA



LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP #15980 (UNLESS OTHERWISE NOTED)	●	○
1/2" PIPE, W/CAP #14775 (UNLESS OTHERWISE NOTED)	■	□
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE	---	---
SECTION LINE	---	---
EASEMENT LINE	---	---
BUILDING SETBACK LINE	---	---
PLAT BOUNDARY	---	---



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

MICHAEL A. BROONER, P.L.S. DATE

LICENSE NUMBER 15980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 1 AND 2



DATE	REVISIONS	REVISOR
05/10/24		

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

REVIEW:

TECH:

ENGINEER:



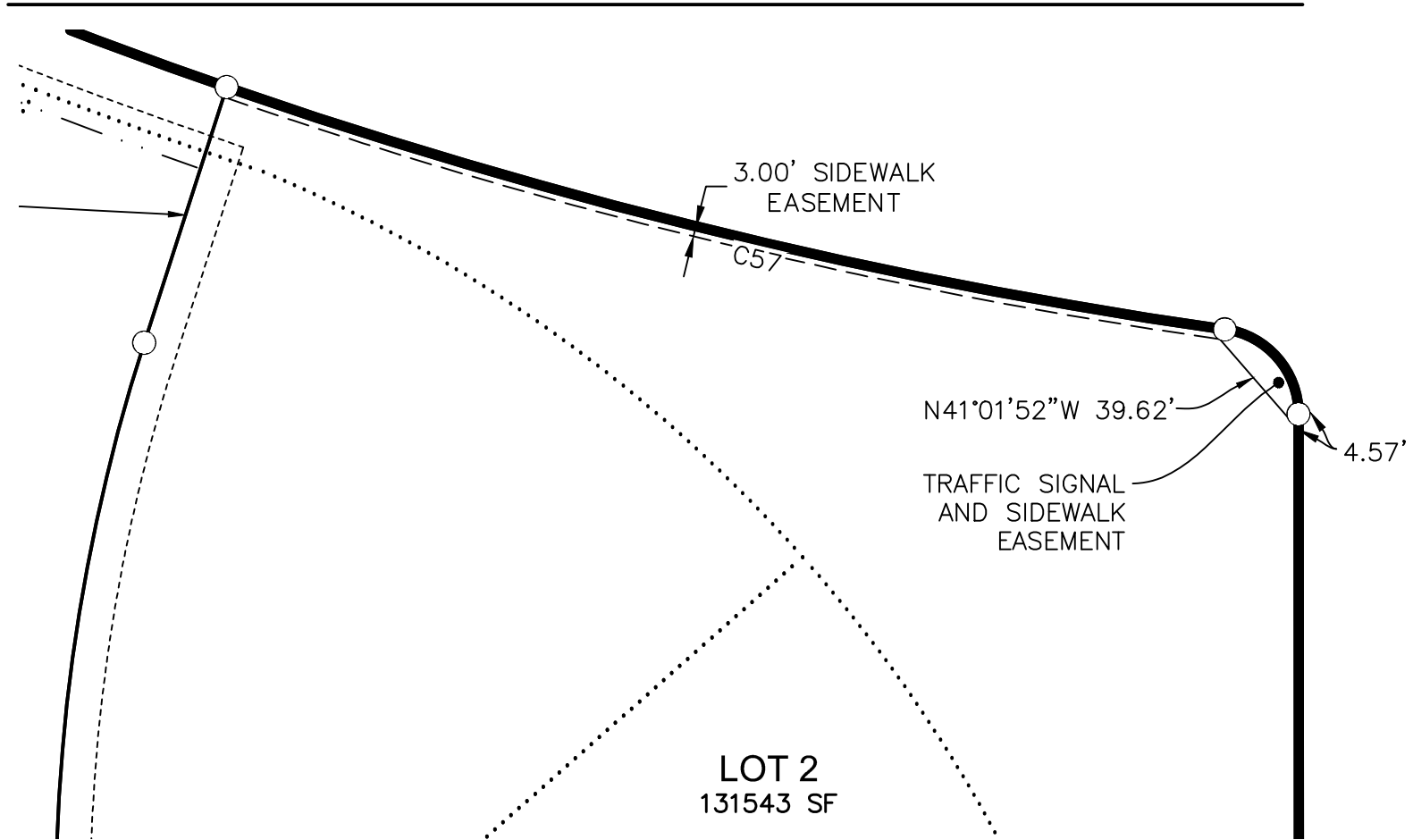
GRIMES, IOWA

HOPE COMMERCIAL PLAT 6

FINAL PLAT

HOPE COMMERCIAL PLAT 6
FINAL PLAT

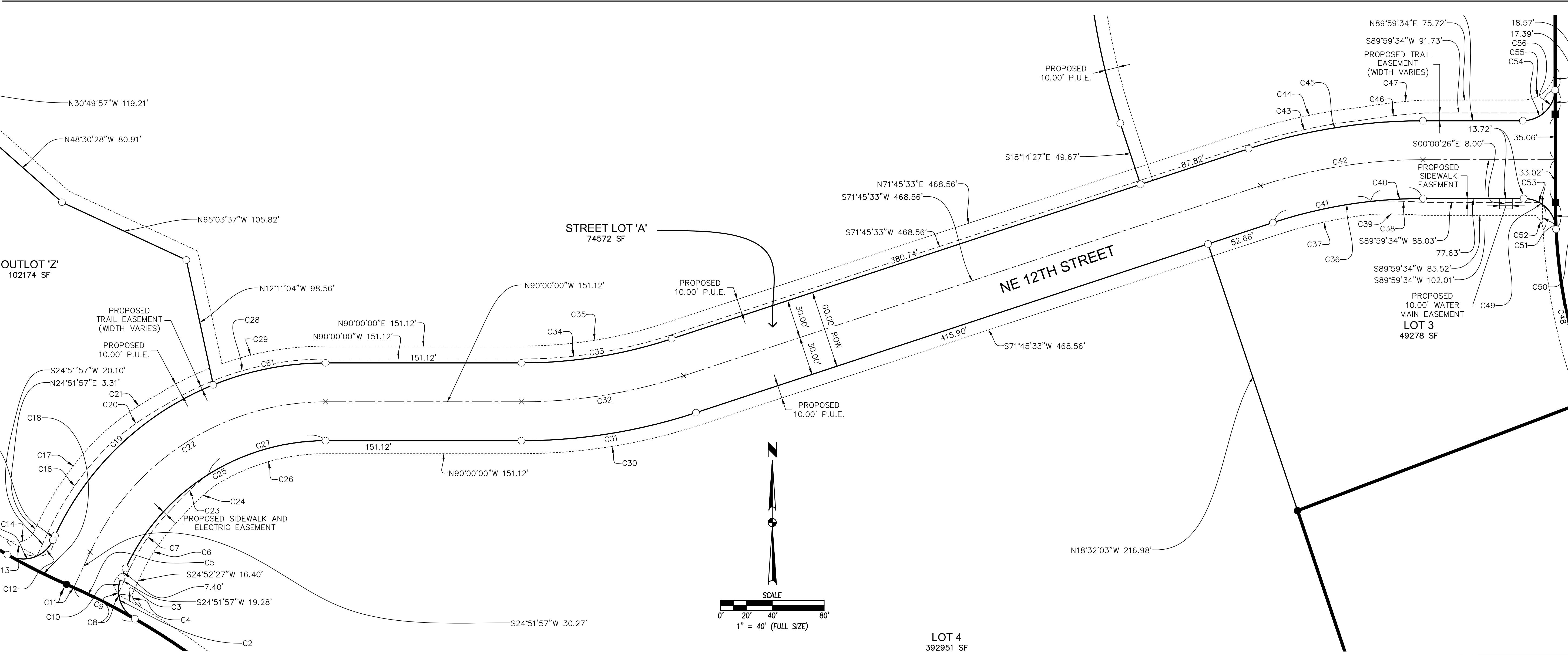
DETAIL 'A'



CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	40°35'44"	530.00'	375.52'	N39°46'17"W	367.71'	C18	6°13'28"	470.00'	51.06'	S63°20'01"E	51.03'	C35	18°14'27"	357.00'	113.66'	N80°52'46"E	113.18'	C52	50°05'35"	15.00'	13.11'	N28°05'27"W	12.70'
C2	84°56'05"	25.00'	37.06'	N17°36'06"W	33.76'	C19	43°01'02"	230.00'	172.68'	S46°22'28"W	168.66'	C36	18°14'02"	370.00'	117.75'	N80°52'33"E	117.25'	C53	6°51'22"	25.00'	2.99'	N58°13'18"W	2.99'
C3	2°05'36"	540.00'	19.73'	S61°06'57"E	19.73'	C20	12°56'18"	234.10'	52.86'	S54°39'29"W	52.75'	C37	11°56'27"	360.00'	75.03'	S77°43'46"W	74.89'	C54	93°12'58"	25.00'	40.67'	S43°23'05"W	36.33'
C4	48°04'49"	15.00'	12.59'	S36°01'44"E	12.22'	C21	12°56'14"	244.10'	55.12'	N54°35'30"E	55.00'	C38	6°25'58"	371.29'	41.69'	N88°53'30"W	41.66'	C55	90°02'14"	25.00'	39.29'	N44°58'27"E	35.37'
C5	6°22'36"	530.00'	58.99'	S63°15'27"E	58.96'	C22	65°08'03"	200.00'	227.36'	S57°25'58"W	215.32'	C39	6°26'07"	361.29'	40.58'	N88°50'00"W	40.56'	C56	46°19'21"	25.00'	20.21'	N26°17'45"E	19.67'
C6	20°18'10"	157.00'	55.63'	S35°01'02"W	55.34'	C23	12°57'45"	168.02'	38.01'	S46°57'33"W	37.93'	C40	6°14'07"	370.00'	40.27'	S86°52'30"W	40.25'	C57	11°00'22"	1560.50'	299.76'	S76°21'16"E	299.30'
C7	20°09'29"	167.00'	58.75'	S34°56'41"W	58.45'	C24	12°57'54"	158.02'	35.76'	S46°48'59"W	35.68'	C41	11°59'54"	370.00'	77.48'	S77°45'30"W	77.34'	C58	36°06'15"	535.00'	337.12'	S00°11'20"E	331.57'
C8	4°29'12"	25.00'	1.96'	S05°44'07"E	1.96'	C25	65°08'03"	170.00'	193.26'	N57°25'58"E	183.02'	C42	18°14'02"	400.00'	127.30'	S80°52'33"W	126.76'	C59	17°16'54"	1560.50'	470.68'	S62°12'39"E	468.90'
C9	5°42'50"	530.00'	52.85'	N62°55'34"W	52.83'	C26	31°57'04"	160.00'	89.22'	S74°01'28"W	88.07'	C43	12°00'09"	433.00'	90.71'	S77°45'37"W	90.54'	C60	56°15'13"	470.00'	461.45'	N32°05'40"W	443.14'
C10	28°21'27"	25.00'	12.37'	S10°41'13"W	12.25'	C27	32°05'27"	170.00'	95.22'	S73°57'17"W	93.98'	C44	11°57'46"	443.00'	92.49'	N77°44'26"E	92.33'	C61	22°07'01"	230.00'	88.78'	S78°56'29"W	88.23'
C11	0°39'47"	530.00'	6.13'	N66°06'52"W	6.13'	C28	32°08'02"	233.00'	130.68'	S73°55'59"W	128.97'	C45	18°14'02"	430.00'	136.84'	S80°52'33"W	136.27'	C62	20°49'03"	146.00'	53.05'	S10°24'32"E	52.76'
C12	40°32'09"	25.00'	17.69'	N45°08'01"E	17.32'	C29	32°04'01"	243.00'	136.00'	N73°58'00"E	134.23'	C46	6°24'09"	437.07'	48.84'	S83°27'17"W	48.81'	C63	18°52'39"	496.00'	163.42'	S30°15'22"E	162.68'
C13	3°18'32"	460.00'	26.56'	S61°06'00"E	26.56'	C30	18°14'27"	440.00'	140.08'	S80°52'46"W	139.49'	C47	6°24'03"	447.07'	49.94'	N83°29'35"E	49.92'	C64	129°39'08"	60.00'	135.77'	S25°07'52"W	108.60'
C14	95°41'19"	15.00'	25.05'	N72°42'36"E	22.24'	C31	18°14'27"	430.00'	136.90'	N80°52'46"E	136.32'	C48	17°54'55"	430.00'	134.45'	S11°48'18"E	133.91'	C65	5°34'20"	530.00'	51.54'	N22°15'35"W	51.52'
C15	94°54'46"	25.00'	41.41'	S72°19'20"W	36.84'	C32	18°14'27"	400.00'	127.35'	S80°52'46"W	126.81'	C49	87°09'35"	25.00'	38.03'	S46°25'38"E	34.47'						
C16	20°06'19"	236.00'	82.81'	S34°55'06"W	82.39'	C33	18°14'27"	370.00'	117.79'	S80°52'46"W	117.30'	C50	2°45'53"	430.00'	20.75'	S01°27'54"E	20.75'						
C17	20°10'15"	246.00'	86.60'	N34°57'04"E	86.16'	C34	18°14'27"	367.00'	116.84'	S80°52'46"W	116.35'	C51	2°33'27"	440.00'	19.64'	S01°37'04"E	19.64'						

DETAIL 'B'



FILE: H:\2022\2205357\DWG\2205357-FINAL PLAT.DWG
DATE PLOTTED: 5/10/2024 11:08 AM
PLOTTER: HP DesignJet 5000PS
DRAWN BY: JON ERODAIL
CHECKED BY: JON ERODAIL
COMMENTS:

CA

DATE

REVISIONS

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVIEW:

5/10/2024

CA

HOPE COMMERCIAL PLAT 6
FINAL PLAT

2/2

2205.357

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-4050
Return to: City Clerk, City of Grimes, 101 NE Harvey St., Grimes, Iowa 50111 (515) 986-3036

AGREEMENT TO COMPLETE PUBLIC IMPROVEMENTS HOPE COMMERCIAL PLAT 6

THIS AGREEMENT made and entered into as of the ____ day of _____, 2024 by and between Hope Development & Realty, LLC ("Developer"), and the City of Grimes, Iowa, an Iowa municipal corporation ("Grimes").

WHEREAS, Developer has submitted to Grimes final plat entitled Hope Commercial Plat 6 ("Plat") for its consideration and approval; and

WHEREAS, Chapter 409A of the Iowa Code provides that Grimes may require Developer to bring all streets to a grade acceptable to the City Council and may also require the installation of sidewalks, trails, paving, sewers, water, gas and electric utilities before the Plat is approved; and

WHEREAS, certain such public improvements have not yet been completed by Developer to the satisfaction of Grimes; and

WHEREAS, Developer is desirous of installing such public improvements in accordance with the regulations and requirements of Grimes and is desirous of having said Plat finally approved by Grimes prior to completion of said improvements subject to the terms and conditions of this Agreement; and

WHEREAS, Grimes is desirous of granting final approval of said Plat subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of Grimes granting final approval of the Plat and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

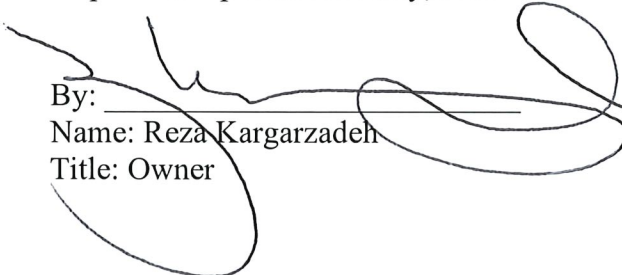
1. Developer shall complete the work specified in the approved construction plans and drawings for the Plat including the installation of the water, sanitary sewer, storm sewer lines, pavement, streetlights, and trail (collectively, the "Improvements"). All work shall be performed in accordance with Grimes specifications and shall be completed prior to November 30, 2024.

2. Developer agrees to pay to Grimes upon receipt of a bill therefor, an amount equal to all actual costs incurred by the City of Grimes for legal services, engineering services and services of other persons or entities employed by the City, or any way involved in, the review and inspection of said Plat and public utility extensions contemplated thereby including but not limited to streets, sidewalks, water lines, sanitary sewer lines, storm sewer lines, street lights, electrical lines, gas lines, cable-vision lines, telephone lines, water retention areas and all other improvements intended for public use or benefit or to be constructed or caused to be constructed by Developer.
3. Developer, in order to secure the full and timely completion of the Improvements as defined in paragraph 1 and to secure the payments referred to in paragraph 2 above, hereby delivers unto Grimes a bond in the amount of \$257,700.00 for all Improvements, which bond may be drawn upon by Grimes, in order to complete the Improvements, in the event of a breach of this Agreement by Developer.
5. Developer hereby agrees that Grimes shall not issue any permanent certificates of occupancy within the Plat until the Improvements as defined in paragraph 1 have been completed as set forth in this Agreement.
6. Developer further agrees that at the time the public improvements are accepted, Developer shall cause 4-year maintenance bonds to be issued to the City in connection with the Improvements defined in paragraph 1.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Hope Development & Realty, LLC

CITY OF GRIMES, IOWA

By: 
Name: Reza Kargarzadeh
Title: Owner

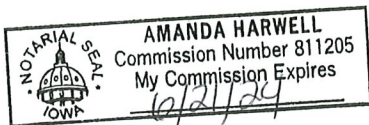
By: _____
Scott Mikkelsen, Mayor

ATTEST:

Jacob Anderson, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 20 day of May, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Reza Kargarzadeh to me personally known, who, being by me duly sworn, did say that he is the owner of Hope Development & Realty, LLC, and that said instrument was signed on behalf of the said company by authority of its managers and the said person acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Amanda Harwell
Notary Public in and for the State
of Iowa
My commission expires: 6/21/24

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ___ day of _____, 20__, before me, _____, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Jacob Anderson, 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. _____ passed by the City Council, under Roll Call No. _____ of the City Council on the ___ day of _____, 20__, and that Scott Mikkelsen and Jacob Anderson acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State
of Iowa
My commission expires: _____

CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Grimes Public Library Amphitheater Site Plan

BACKGROUND: The City is requesting approval of a site plan for the Grimes Public Library Amphitheater located at 200 NE Beaverbrooke Blvd. An outdoor amphitheater with 70-100 person capacity is proposed on the east side of the Grimes Library site looking over the existing detention basin. The existing trail connecting NE Beaverbrooke Blvd to NE 14th Court will be removed, and a new looped trail will be constructed around the amphitheater with connections to NE Beaverbrooke Blvd and NE 14th Court. In addition to the amphitheater, a boardwalk will be constructed over the detention basin and two ADA parking spaces will be added at the southeast corner of the library parking lot to provide access to the amphitheater and boardwalk. The new improvements are planned to be used by the Library and Parks & Recreation for programming, including youth science and STEM education, story time, small live music events, and fishing.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: No

BOARD/COMMISSION ACTIONS:

Planning & Zoning Commission Recommendation of Approval - 05/07/2024

Library Board Recommendation of Approval - 05/21/2024

STAFF RECOMMENDATION: Staff recommends approval of the Grimes Public Library Amphitheater Site Plan.

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

May 7, 2024

PROJECT NAME

Grimes Public Library
Amphitheater

APPLICANT

City of Grimes

REQUESTED ACTION

Approve a site plan for an out
door amphitheater and board
walk

LOCATION

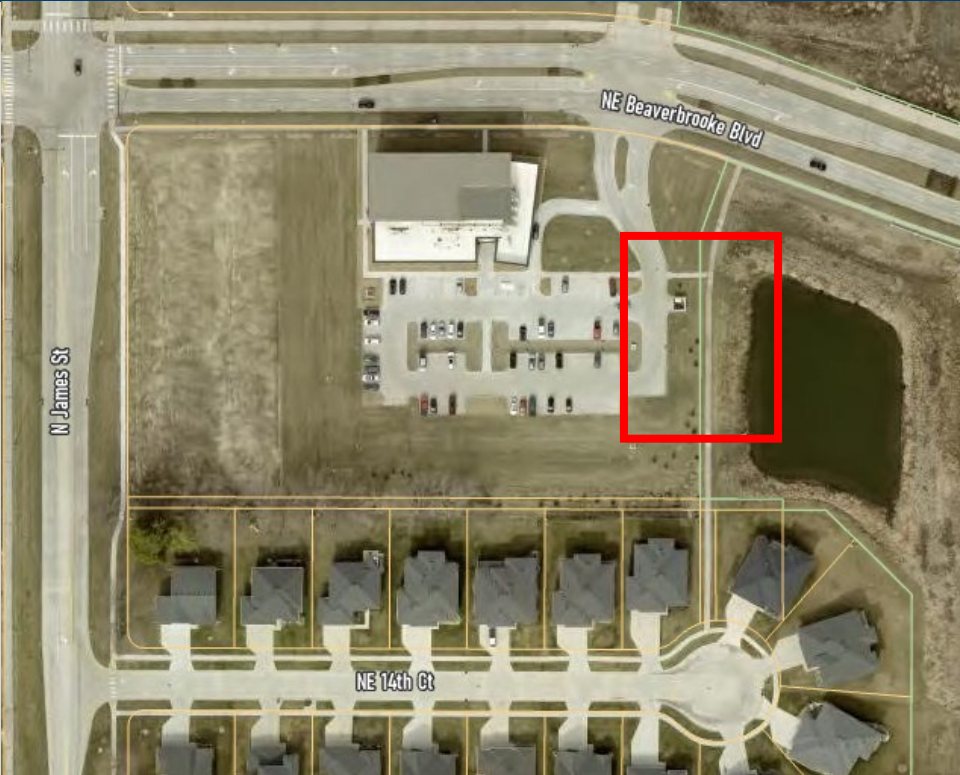
200 NE Beaverbrooke Blvd

ZONING

R-4
Heritage PUD

PLANNER

Evann Martin
emartin@grimesiowa.gov
515-986-4050



Location Map



Zoning Map

Relation to Comprehensive & Neighborhood Plans

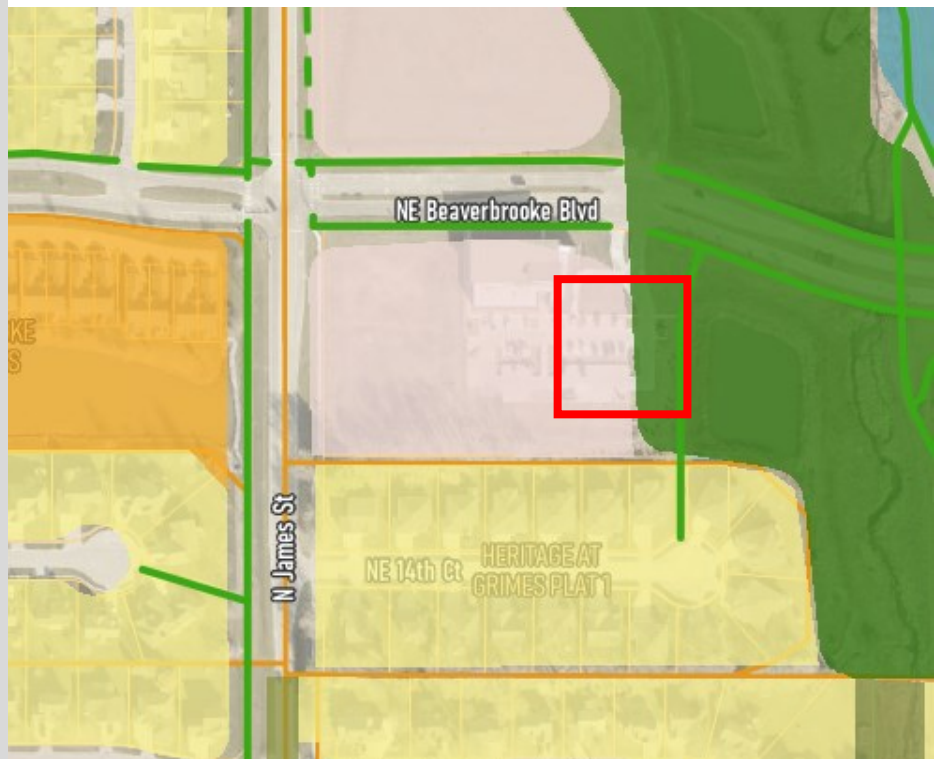
LAND USES & ZONING

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Civic	Neighborhood Commercial	R-4/Park
North	Vacant	Neighborhood Commercial	R-4
South	Residential	Low-Density Residential	R-4
East	Greenway	Park	Park
West	Residential	Medium-Density Residential	R-3

PARKS

The Parks and Trails Master Plan identifies the greenway to the east of the library site as a park with a trail which is consistent with the future land use plan. The amphitheater was not specifically planned for in the Master Plan but is consistent with the Plan.

The library site is not residential, therefore parkland dedication is not required.



Future Land Use Map

The amphitheater is consistent with the zoning and future land use plan.

Site Layout

Site Layout

ACCESS

Access will be provided via two side-walk connections from the library parking lot and from the existing trail that connects from NE Beaverbrooke Blvd to NE 14th Court.

PARKING

Two ADA parking stall will be constructed at the SE corner of the library parking lot to provide ADA access to the amphitheater. Across the site, a total of 75 parking spaces are provided which is more than the minimum 25 parking spaces required for the amphitheater.

LIGHTING

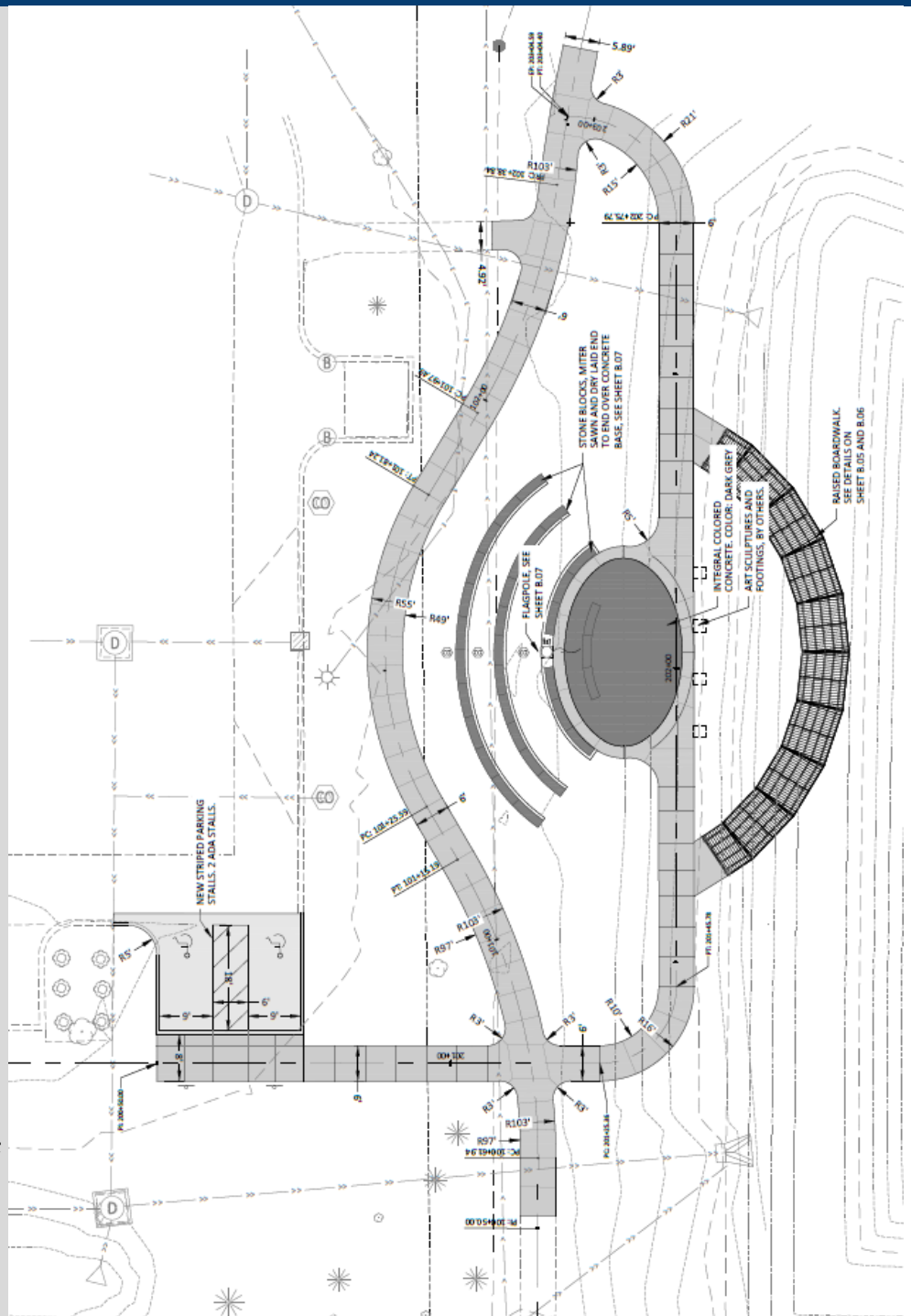
Light bollards will be provided around the amphitheater area along the side-walks.

SITE FEATURES

The amphitheater will consist of four rows of limestone bench seating overlooking the existing detention basin to the east with lawn space on either side of the seating area. The total capacity of the amphitheater is 70-100 people. A composite boardwalk with railing will be constructed over the water of the basin that can be used for fishing. The site will reserve space for four art sculptures between the amphitheater and the boardwalk.

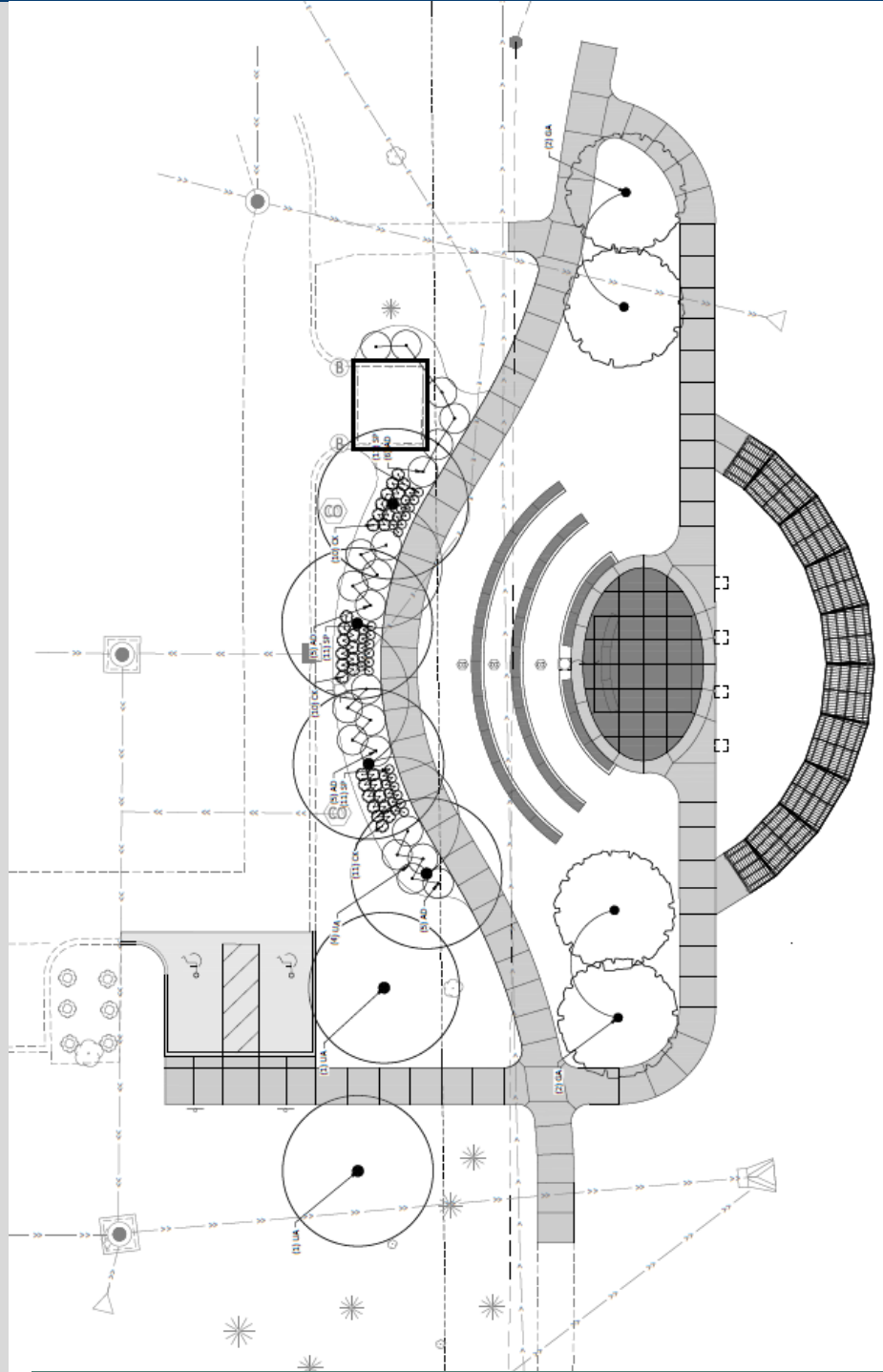
PROGRAMMING

The amphitheater will primarily be used by the library for youth educational events.



Landscaping Plan

Six existing trees will be removed and relocated elsewhere on the site to accommodate the construction of the amphitheater. A row of trees and shrubs will be provided between the parking lot and the trail and a few trees will be planted the lawn space.



Staff recommends approval of the site plan.

An amphitheater and boardwalk is proposed along the east side of the Grimes Public Library site. The amphitheater will hold 70-100 people. The amphitheater and boardwalk will primarily be used by the library for youth educational events. However, the boardwalk will also be available as a fishing pier.



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~April 23, 2024~~

~~May 3, 2024~~

~~May 9, 2024~~

May 23, 2024

Bolton & Menk, Inc.

Attn: Nate Weitzl

430 E Grand Avenue, Suite 101

Des Moines, IA 50309

RE: Grimes Public Library Amphitheater

Dear Mr. Weitzl:

The Development Services Department is in receipt of a proposed Site Plan Amendment for the Grimes Public Library Amphitheater. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. What is the capacity of the amphitheater?~~
- ~~2. Does this require an architectural review by the Heritage Committee?~~
- ~~3. Only show details that are planned for use~~
- ~~4. Provide SWPPP and filled out SWPPP Checklist. Checklist is attached.~~
- ~~5. Provide detail/spec sheet for the light bollards. Will these match the existing light bollards at the library?~~
- ~~6. Add city standards notes. Provided.~~
- ~~7. Floodplain permit is required. Please provide complete application. Provided. Please provide City floodplain permit. Staff can fill out any unknown information.~~
- ~~8. CAD files will be required with the final plans.~~
- ~~9. Provide calculation to show how much impervious surface will be added.~~

10. ~~At P&Z, we received a suggestion from the Commission to add a bike rack near the amphitheater in anticipation of kids riding bikes to fish but could also be used for patrons at the amphitheater. We would like to add a location on the site plan. Please include a bike rack detail.~~

Sheet A.01:

1. ~~Add site address. 200 NE Beaverbrooke Blvd.~~
2. ~~Add property legal description.~~
3. ~~Update Des Moines specifications to Grimes.~~

Sheet A.03:

1. ~~The code that Grimes has adopted is the 2018 IBC. Please update the design criteria to meet the 2018 IRC.~~

Sheet B.01

1. ~~Are all of these used? Label thickness on D.01 or update details to match the proposal.~~

Sheet B.06:

1. ~~Provide the guard heights and joist hangers on details 2 and 3.~~
2. ~~Provide an electrical grounding detail. Provide what grounding methods you are planning to achieve 25 ohms of resistance that is approved under article 250.52 & 250.53 of the 2020 NEC. If you are able to connect to the buildings electrical panel, it would be covered under the building's grounding system but you may want to add supplemental grounding electrodes.~~
3. ~~On detail 5, please provide the NEMA Rating.~~
4. ~~Provide details on the helical piers and diamond piers that being proposed. Both of these products require an engineer signoff on the installation.~~

Sheet B.08:

1. ~~Keep in mind that 3'6" is the minimum guard required. The rail can be taller.~~

2. We will plan to move forward with the ADA rail. To meet the 25% requirement, it looks like 4.5 of the rails would be required to be at the ADA height. To make it practical and look nice, we suggest making 6 of the rails at the ADA so there is an even number. We suggest making one 6-rail section in the middle of the boardwalk for the ADA height rail. Below is a detail and additional information regarding the ADA rail. In the rail detail, the lower rail would need to be removed to provide the minimum 9" spacing at the bottom of the rail. The boardwalk will need to extend a minimum of 12" out from the railing. Please revise boardwalk design accordingly.

- a. The rail will need to meet the 2009 ICC A117.1 code section 1105 and at least 25% of the area would need to meet section 1105.

1105.3.2 Extended Ground or Deck Surface.

The ground or deck surface shall extend 12 inches (305 mm) minimum beyond the inside face of the railing. Toe clearance shall be provided and shall be 30 inches (760 mm) minimum in width and 9 inches (230 mm) minimum in height above the ground or deck surface beyond the railing.

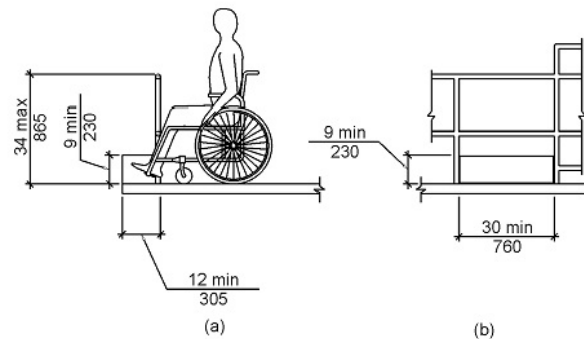


FIGURE 1105.3.2 EXTENDED GROUND OR DECK SURFACE AT FISHING PIERS AND PLATFORMS

Sheet B.10

1. Please specify the color for the bike rack as graphite grey.

Sheet CE.01:

1. ~~BMPs needed at downslope perimeter of project until completion.~~
2. ~~Clearly mark discharge points~~
3. ~~Mark proposed staging areas on this sheet.~~
4. ~~Mark proposed concrete washout location—ensure it is at least 50 feet from any storm structure including but not limited to intakes and ponds.~~

Sheet D.01:

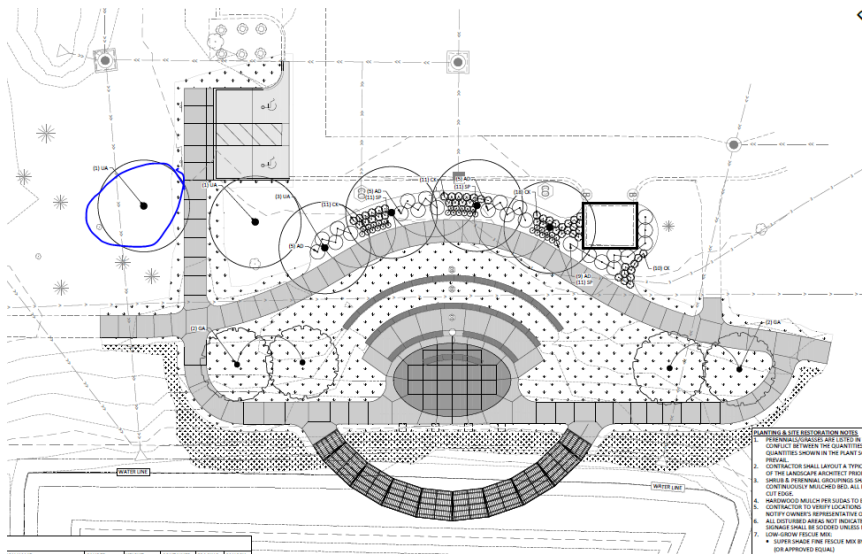
1. ~~Update trail to 6" thick.~~
2. ~~The sod areas between the seating will be hard to maintain. Please consider alternative options such as pavers for high foot traffic areas. Is there a seed mix that is best suited for higher traffic areas that can be used around the amphitheater to reduce maintenance needs?~~
3. ~~If there is grass between the seating, a minimum 6' needs to be provided to accommodate a mower.~~

Sheet J.01:

1. ~~Extend the sidewalk closed sign up to the cul-de-sac where the trail begins.~~

Sheet K.01:

1. Can the trees that are proposed to be removed be replanted and incorporated in the landscape plan? We would like to determine the locations now and to show them on the plan. Staff suggest moving the evergreen trees along the south side of the site to enhance the buffer between the library and single-family. Could the overstory tree be relocated to one of the planned overstory tree locations on the landscape plan? For example, the location below? If not, please move it to the landscape buffer. **If possible, please move the 5 evergreens to the south 35' feet of the property so the trees can be added to the landscape buffer and hopefully not have to be removed with the future parking lot expansion. The trees can be placed anywhere in the south 35' where they do not conflict with utilities and drainage. Please label the relocated trees on the landscape plan.**



2. Label the ground cover type.
3. Will there be any rock/mulch areas? If so, please label.

Sheet P.01:

1. Please make note for conduit as being schedule 80 1" Ridged Non-Metallic Conduit at 18" of depth per table 300.5 of the 2020 NEC.
2. Is there going to be a new electrical feeder pulled for the proposed work or are you planning on tapping into the existing electrical? In discussion with the electrician from the original library build, there is going to be no way to get power from the building to the amphitheater location. Panel is pretty much maxed out and there are no empty conduits leading to the area. Suggest pulling power from the southeast corner of the site and installing a metered RV pedestal. See example below.

GE
**Metered RV Pad Mount Pedestal with 50 Amp and 30 Amp RV
Receptacles and 20 Amp GFCI Receptacle**

★★★★☆ (20) Questions & Answers (19)



Sheet R.01:

1. Please update the note for the landscape removal to say “Remove trees and save for relocation as noted on sheet K.01.”

Sheet T.01:

1. ~~According to the Heritage at Grimes Plat 2 construction documents, the 100-Year of the basin is 911.42. Is the electrical disconnect going to be in the 100-year flood elevation?~~
2. ~~Provide 2’ safety shelf on the east side of the sidewalk. Will the new grading affect the existing FES in the basin?~~

Sheet W.01-W.03

1. ~~Hard to see cross sections. Please revise with dense lines.~~

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: April 30, 2024
(1 PDF of Site plan with Elevation Plan included)

LIBRARY BOARD: May 21, 2024 at 5:00

COUNCIL MEETING: May 28, 2024 at 5:30

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Senior Planner

CITY OF GRIMES, IOWA

100% CONSTRUCTION DOCUMENTS FOR

PUBLIC LIBRARY AMPHITHEATER

GOVERNING SPECIFICATIONS

THE 2024 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" AND CITY OF GRIMES SPECIFICATIONS.

THE MOST RECENT VERSION OF THE MUTCD ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITHIN THE CONSTRUCTION OF THIS PROJECT.



NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL 1-800-292-8989 OR 811

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

CONSTRUCTION SCHEDULE SHALL BE COORDINATED WITH THE CITY OF GRIMES AND ENGINEER TO MITIGATE CONSTRUCTION ACTIVITIES TO NOT AFFECT GOVERNORS DAY PARADE ON JUNE 11TH.

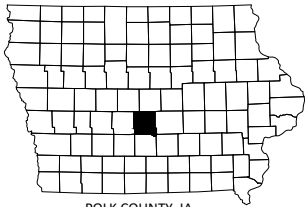
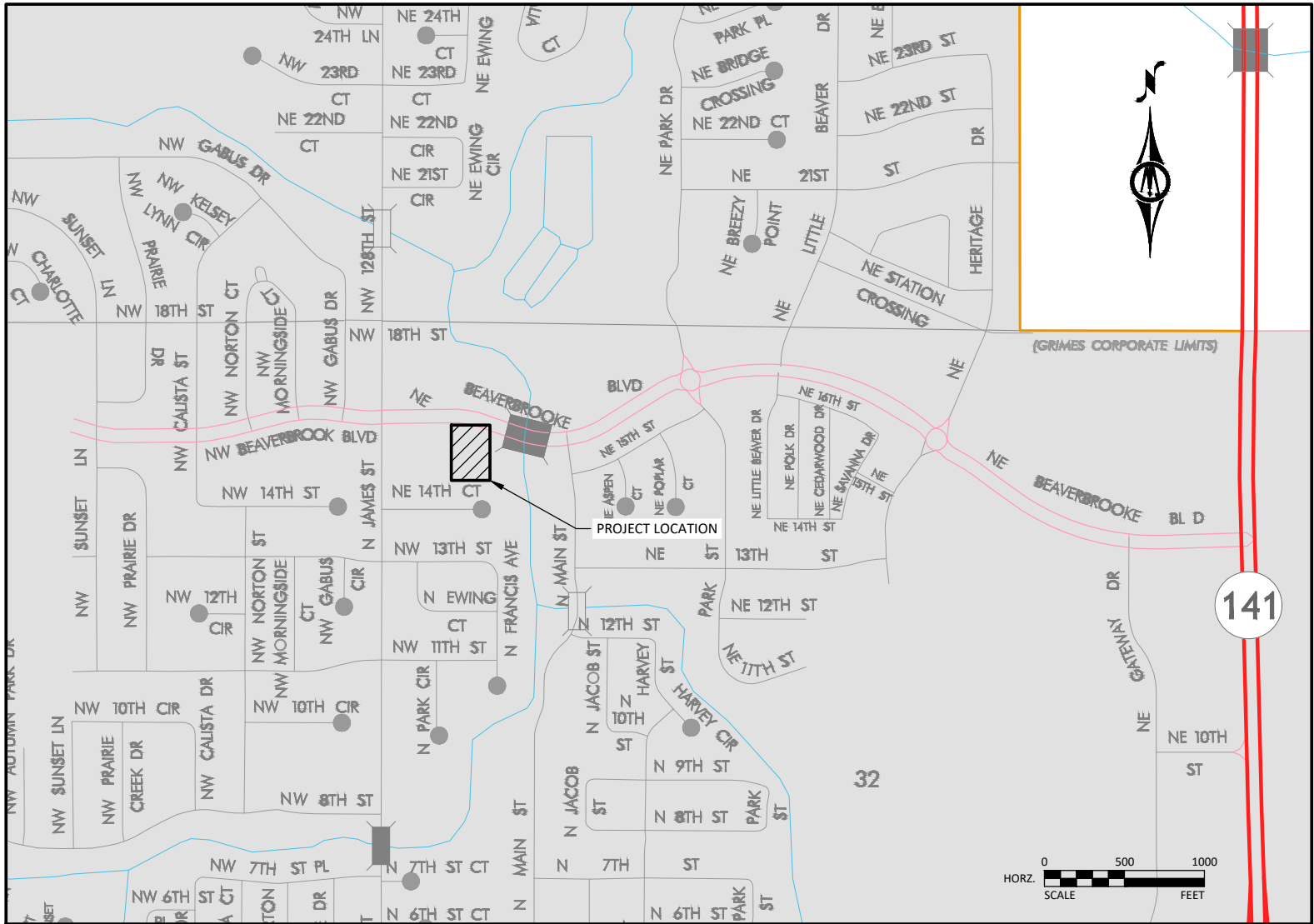
PROJECT SUMMARY

SITE ADDRESS:
200 NE BEAVERBROOKE BLVD.

LEGAL DESCRIPTION:
EX S 10.39F LOT 6 HERITAGE AT GRIMES PLAT 2 &
EX BEG SW CORNER LOT 6 THN N 10.39F E 80.53F S 10.39F W 80.53F TO POB- OUTLOT Y HERITAGE AT GRIMES PLAT 2

SITE SUMMARY:
PROJECT AREA: 18,090 SF (0.42 AC) TOTAL OF PARCELS

- EXISTING IMPERVIOUS AREA: 1,220 SF (0.03 AC)
- PROPOSED IMPERVIOUS AREA: 4,055 SF (0.09 AC)

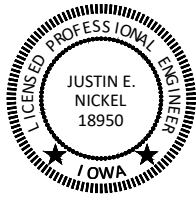


MAP OF THE
CITY OF GRIMES
POLK / DALLAS COUNTY, IA

PREPARED FOR:

CITY OF
GRIMES

DEVELOPMENT SERVICES
410 SE MAIN STREET #102
GRIMES, IA 50111



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

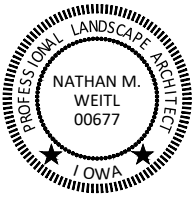
JUSTIN E. NICKEL, P.E.

REG. NO. 18950 DATE:

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS: A.01-A.03, B.01-B.05, C.01-C.02, CE.01, G.01, J.01, L.01-L.02, M.01, N.01, R.01-W.02



I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

NATHAN M. WEITZEL, PLA

LIC. NO. 00677

DATE: 12/01/2022

MY LICENSE RENEWAL DATE IS JUNE 30, 2025

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I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature

Jason C. Graham

Printed or Typed Name

My license renewal date is December 31, 2024

Pages or sheets covered by this seal:
SHEETS: A.03, B.07, B.08

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W.02	CROSS SECTIONS	

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DES MOINES, IOWA 50309
Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
www.bolton-menk.com

CITY OF
GRIMES

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EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		SATELLITE DISH
	AIR CONDITION UNIT		SIGN TRAFFIC
	ANTENNA		SIGNAL CONTROL CABINET
	AUTO SPRINKLER CONNECTION		SOIL BORING
	BARRICADE PERMANENT		SIREN
	BASKETBALL POST		TELEPHONE BOOTH
	BENCH		TILE INLET
	BIRD FEEDER		TILE OUTLET
	BOLLARD		TILE RISER
	BUSH		TRANSFORMER-ELECTRIC
	CATCH BASIN RECTANGULAR CASTING		TREE-CONIFEROUS
	CATCH BASIN CIRCULAR CASTING		TREE-DEAD
	CURB STOP		TREE-DECIDUOUS
	CLEAN OUT		TREE STUMP
	CULVERT END		TRAFFIC ARM BARRIER
	DRINKING FOUNTAIN		TRAFFIC SIGNAL
	DOWN SPOUT		TRASH CAN
	FILL PIPE		UTILITY MARKER
	FIRE HYDRANT		VALVE
	FLAG POLE		VALVE POST INDICATOR
	FLARED END / APRON		VALVE VAULT
	FUEL PUMP		VAULT
	GRILL		VENT PIPE
	GUY WIRE ANCHOR		WATER SPIGOT
	HANDHOLE		WELL
	HANDICAP SPACE		WETLAND DELINEATED MARKER
	IRRIGATION SPRINKLER HEAD		WETLAND
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT
	LIFT STATION		
	LIGHT POLE		
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	ORDER MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		
	REGULATION STATION GAS		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS
	LIGHT POLE

SURVEY SYMBOLS

	BENCHMARK LOCATION		CAST IRON MONUMENT
	CONTROL POINT		STONE MONUMENT
	MONUMENT FOUND		

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS
	BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING
	TRENCHLESS PIPE (PLAN VIEW)
	TRENCHLESS PIPE (PROFILE VIEW)

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROJECT LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

HATCH PATTERNS

	HMA PAVEMENT		SIDEWALK		PCC PAVEMENT
	DRIVEWAY		GRAVEL		

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL - 1-800-252-8989

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THE UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND REVISION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL OTHER THAN D:

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: G-A G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

LEVEL D - INFORMATION COMES SOLELY FROM EXISTING UTILITY RECORDS.

LEVEL C - SURVEYING ABOVE GROUND UTILITY FACILITIES, SUCH AS MANHOLES, VALVE BOXES, ETC; AND CORRELATING THIS INFORMATION WITH EXISTING UTILITY RECORDS.

LEVEL B - THE USE OF SURFACE GEOPHYSICAL TECHNIQUES TO DETERMINE THE EXISTENCE AND HORIZONTAL POSITION OF UNDERGROUND UTILITIES.

LEVEL A - THE USE OF NONDESTRUCTIVE DIGGING EQUIPMENT AT HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GV	GATE VALVE	SAN	SANITARY SEWER
ADJ	ADJUST	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
ALT	ALTERNATE	HH	HANDHOLE	SERV	SERVICE
B-B	BACK TO BACK	HMA	HOT MIX ASPHALT	SHLD	SHOULDER
BLDG	BUILDING	HP	HIGH POINT	STA	STATION
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STD	STANDARD
BR	BEGIN RADIUS	HYD	HYDRANT	STM	STORM SEWER
BV	BUTTERFLY VALVE	I	INVERT	TC	TOP OF CURB
CB	CATCH BASIN	K	CURVE COEFFICIENT	TE	TEMPORARY EASEMENT
C&G	CURB AND GUTTER	L	LENGTH	TEMP	TEMPORARY
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TNH	TOP NUT HYDRANT
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TP	TOP OF PIPE
CL	CENTER LINE	LT	LEFT	TYP	TYPICAL
CL	CLASS	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CSP	CORRUGATED STEEL PIPE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CLVT	CULVERT	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL	WS	WATER SERVICE
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE		
E	EXTERNAL CURVE DISTANCE	PCC	PORTLAND CEMENT CONCRETE	AC	ACRES
ESMT	EASEMENT	PE	PERMANENT EASEMENT	CF	CUBIC FEET
ELEC	ELECTRIC	PED	PEDESTRIAN, PEDESTAL	CV	COMPACTED VOLUME
ELEV/EL	ELEVATION	PERF	PERFORATED PIPE	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERM	PERMANENT	EA	EACH
ER	END RADIUS	PI	POINT OF INTERSECTION	EV	EXCAVATED VOLUME
EX	EXISTING	PL	PROPERTY LINE	LB	POUND
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LF	LINEAR FEET
F-F	FACE TO FACE	PT	POINT OF TANGENT	LS	LUMP SUM
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	LV	LOOSE VOLUME
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SF	SQUARE FEET
FM	FORCEMAIN	R	RADIUS	SV	STOCKPILE VOLUME
FO	FIBER OPTIC	RCP	REINFORCED CONCRETE PIPE	SY	SQUARE YARD
F.O.	FIELD ORDER	RET	RETAINING		
GRAN	GRANULAR	R/W	RIGHT-OF-WAY		
GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT		
GU	GUTTER	RT	RIGHT		

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CITY OF GRIMES STANDARD NOTES FOR SITE PLANS:

1. GENERAL NOTES:

- a. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS.
- b. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING, SIGNING, AND RETURNING THE PRECONSTRUCTION PACKET TO THE DEVELOPMENT SERVICES DEPARTMENT PRIOR TO THE START OF CONSTRUCTION.
- 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 & TELEVISIONING SHALL BE COMPLETED PRIOR TO PAVING. RUN SUFFICIENT DYED WATER THROUGH PIPE PRIOR TO TELEVISIONING. 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" STEAMER NOZZLE, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2' BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
- b. ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
- c. A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
- d. ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
- e. WATER SERVICE SHALL BE 1-INCH MINIMUM TYPE K COPPER.
- f. 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 SEWERS 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 & TELEVISIONING SHALL BE COMPLETED PRIOR TO PAVING. RUN SUFFICIENT DYED WATER THROUGH PIPE PRIOR TO TELEVISIONING. 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.

STRUCTURAL NOTES

DESIGN CRITERIA & LOADING

- 1. CODE: 2015 INTERNATIONAL BUILDING CODE (IBC), PER CURRENT IOWA BUILDING CODE.
- 2. DESIGN LOADING
 - WIND LOAD (W)115 MPH
 - RISK CATEGORYII
 - EXPOSURE CATEGORYB
 - DEAD LOADS (D)CALCULATED
 - MATERIALS
 - LIVE LOADS (L)60 PSF
 - WALKWAY
 - SNOW LOADS (L)25 PSF
 - WALKWAY

MATERIAL NOTES:

REINFORCED CONCRETE (PIER AND ABUTMENT FOOTINGS):

CONCRETE:	4000 PSI @ 28 DAYS AIR CONTENT: 6.5% ± 1.5% W/C+P: 0.42
REINFORCEMENT BARS: DEFORMED BARS	ASTM A615, GRADE 60

CONCRETE NOTES:

- 1. LAP SPLICES AND 90 DEGREE END HOOKS SHALL BE AS SHOWN BELOW UNLESS NOTED. WHEN BARS OF TWO DIFFERENT SIZES ARE SPLICED, THE LONGER LAP LENGTH SHALL APPLY.

F'C=4000 PSI	SLAB, WALL, COLUMN		BEAM		90 DEGREE HOOK
BAR SIZE	BAR LAP	TOP BAR	BAR LAP	TOP BAR	
#3	19 IN.	24 IN.	28 IN.	36 IN.	6 IN.
#4	25 IN.	32 IN.	37 IN.	48 IN.	8 IN.
#5	31 IN.	40 IN.	46 IN.	60 IN.	10 IN.
#6	37 IN.	48 IN.	56 IN.	72 IN.	12 IN.
- *TOP BAR LAP SPLICES ARE HORIZONTAL REINFORCEMENT PLACED SUCH THAT MORE THAN 12 IN. OF CONCRETE IS CAST IN THE MEMBER BELOW THE SPLICE.
- 2. REINFORCING BARS SHALL HAVE THE FOLLOWING CONC. COVER UNLESS NOTED OTHERWISE.
 - FOOTINGS AND OTHER UNFORMED SURFACES3"
 - CONCRETE EXPOSED TO EARTH, WEATHER OR FLUIDS1-1/2"
 - #5 BARS OR SMALLER
- 3. CAST-IN-PLACE CONCRETE SHALL NOT BE PLACED IN STANDING WATER, ON FROZEN SOIL OR ON FROZEN CONCRETE.
- 4. FOR LOCATIONS AND DIMENSIONS OF SLEEVES, CURB, OPENINGS AND DEPRESSIONS NOT SHOWN ON THE STRUCTURAL DRAWINGS, SEE CIVIL DRAWINGS. CONTRACTOR SHALL VERIFY AND COORDINATE REQUIREMENTS FOR AND LOCATION OF ABOVE ITEMS WHETHER SHOWN ON THE STRUCTURAL DRAWINGS OR NOT.
- 5. BEVEL ALL EXPOSED CORNERS OF CONCRETE 3/4" x 3/4".

EXCAVATION NOTES:

- 1. TEMPORARY GROUND CONTROL IS BY CONTRACTOR DESIGN.
- 2. CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL TEMPORARY SHEETING AND BRACING NECESSARY TO PROTECT PERSONNEL AND ADJACENT PROPERTY FROM INJURY OR DAMAGE DURING CONSTRUCTION OPERATION.
- 3. EXCAVATIONS OR TRENCHING WITHIN CLOSE PROXIMITY TO UNDERGROUND STRUCTURES, UTILITIES, OR UTILITY POLES WILL REQUIRE PROTECTION AND SUPPORT TO PREVENT DAMAGE OR INTERRUPTION TO SERVICE. THE COST TO PROVIDE THIS PROTECTION SHALL BE INCLUDED IN THE CONTRACTOR'S TOTAL BASE BID PRICE.

INTERPRETATION OF CONFLICT:

- 1. SHOULD CONFLICT OCCUR IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REQUEST INTERPRETATION BEFORE PROCEEDING WITH THE ASSOCIATED WORK. ALL SUCH REQUESTS SHALL FIRST BE PRECEDED BY A DILIGENT INVESTIGATION INTO THE CONTRACT DOCUMENTS. EVIDENCE OF SUCH INVESTIGATION SHALL BE COMBINED IN ALL REQUESTS FOR INTERPRETATIONS SUBMITTED.
- 2. IF THE CONTRACTOR FAILS TO MAKE SUCH A REQUEST, NO EXCUSE WILL THEREAFTER BE ENTERTAINED FOR FAILURE TO CARRY OUT THE WORK IN A SATISFACTORY MANNER. SHOULD CONFLICTS OCCUR IN OR BETWEEN DRAWINGS AND SPECIFICATIONS, THE CONTRACTOR IS DEEMED TO HAVE ESTIMATES ON THE MORE EXPENSIVE WAY OF DOING THE WORK UNLESS HAVING ASKED FOR, AND OBTAINED, WRITTEN DECISION BEFORE SUBMISSION OF PROPOSAL AS TO WHICH METHOD OF MATERIALS WILL BE REQUIRED.

LUMBER NOTES:

- LUMBER:
 - 1. NATIONAL DESIGN SPECIFICATION FOR STRESS-GRADE LUMBER AND ITS FASTENINGS - LATEST EDITION.
 - 2. DIMENSION LUMBER SHALL BE AS NOTED IN THE "STRENGTH OF MATERIALS" SECTION.
 - 3. ALL MEMBER SIZES GIVEN ON PLAN ARE NOMINAL DIMENSIONS.
 - 4. SPACING OF BLOCKING FOR JOISTS SHALL NOT EXCEED 5 FEET.
 - 5. ALL BEAMS AND JOISTS NOT BEARING ON SUPPORTING MEMBERS SHALL BE FRAMED WITH "SIMPSON" JOIST HANGERS OR EQUAL.
 - 6. WOOD REQUIREMENTS FOR VARIOUS USES SHALL BE AS FOLLOWS:
 - A. WOOD BEAM AND JOIST: SOUTHERN PINE, DENSE SELECT STRUCTURAL GRADE
 - a. E=1,900 KSI, Fb=1,950 PSI
 - B. BLOCKING: #2 SY
 - C. FOR RAIL, BLOCKING, AND PLATING DIMENSIONS ARE NOMINAL
 - D. ALL LUMBER SHALL BE PRESSURE TREATED AND FINISHED ACCORDING TO PROJECT REQUIREMENTS.
 - 7. ALL WORK SHALL BE CUT AND FITTED AS NECESSARY BY CONDITIONS ENCOUNTERED AND SHALL BE PLUMBED, LEVELED, AND BRACED WITH SUFFICIENT NAILS, SPIKES, BOLTS, AND OTHER FASTENERS TO ENSURE RIGIDITY.
 - 8. WASHERS SHALL BE USED IN CONTACT WITH ALL BOLT HEADS AND NUTS THAT WOULD OTHERWISE BE IN CONTACT WITH WOOD.
 - 9. CONNECTORS, HANGERS, AND STRAP TIES ARE HOT DIPPED GALVANIZED AND INSTALLED PER MANUFACTURE'S RECOMMENDATIONS.

FOUNDATION AND SOIL NOTES:

- 1. THE GEOTECHNICAL ENGINEER SHALL REVIEW AND APPROVE FOUNDATION BEARING SURFACES PRIOR TO THE PLACEMENT OF FOOTINGS OR FOUNDATION.
- 2. PROVIDE A MINIMUM OF 3'-6" OF SOIL COVER AT ALL UNHEATED STRUCTURE FOOTINGS.
- 3. PROTECT FOUNDATION SOILS FROM FREEZING DURING CONSTRUCTION.
- 4. PLACE FILL AND BACKFILL AND COMPACT TO FOLLOWING MAXIMUM STANDARD PROCTOR DENSITIES UNLESS NOTED OTHERWISE IN THE SPECIFICATIONS:

LOCATION	DENSITY
FILL BELOW FOOTINGS	100%
FILL BELOW SLABS ON GRADE	98%
- 5. FOUNDATION DESIGN IS BASED ON REQUIREMENTS OF GEOTECHNICAL EVALUATION REPORT NO. PN 241119 DATED: 4/30/2024 PREPARED BY: ALLENDER BUTZKE ENGINEERS, INC.
- 6. SOIL BEARING PRESSURES:
 - ALLOWABLE SOIL BEARING PRESSURE: 2,500 PSF
 - BEARING CAPACITY FAILURE FACTOR OF SAFETY: 3
- 7. FOLLOW SOIL PREPARATION PER GEOTECHNICAL REPORT

GENERAL NOTES

- 1. TYPICAL STRUCTURAL DETAILS AND NOTES SHALL APPLY UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- 2. EXAMINE SITE AND DRAWINGS TO DETERMINE LOCATIONS AND DIMENSIONS OF UTILITIES, AND SITE IMPROVEMENTS.
- 3. BEFORE CONSTRUCTION FABRICATION AND ERECTION OF ANY MATERIALS, CONTRACTOR SHALL FIELD VERIFY ALL EXISTING ELEVATIONS, DIMENSIONS AND CONDITIONS AS SHOWN ON THE DRAWINGS AND REPORT DISCREPANCIES TO THE ENGINEER AT ONCE FOR RESOLUTION.
- 4. ALL DIMENSIONS, LOCATIONS, ELEVATIONS AND CONDITIONS OF EXISTING STRUCTURES SHOWN ON THE CONTRACT DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
- 5. THE STRUCTURAL DESIGN IS BASED ONLY ON THE STRUCTURE IN ITS COMPLETED STATE. CONTRACTORS AND THEIR SUBCONTRACTORS SHALL TAKE WHATEVER PRECAUTIONS ARE NECESSARY TO WITHSTAND ALL HORIZONTAL AND VERTICAL LOADING THAT MAY BE ENCOUNTERED DURING THE CONSTRUCTION PROCESS PRIOR TO THE COMPLETION OF THE STRUCTURE.
- 6. WRITTEN DISTANCES & ELEVATIONS SHALL GOVERN OVER SCALED DISTANCES & ELEVATIONS.

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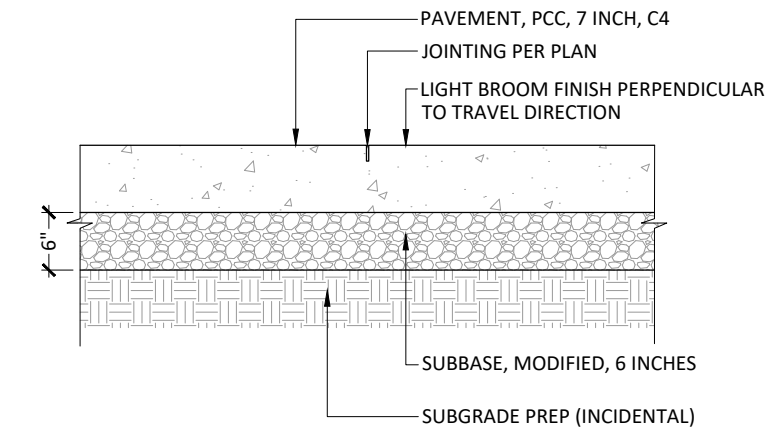


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GENERAL NOTES

SHEET

A.03

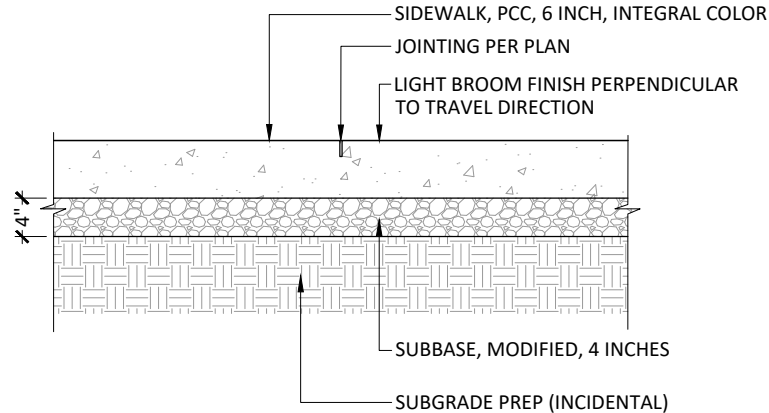


1 PAVEMENT, PCC, 7 INCH, C4 (PARKING LOT PAVEMENT)
SCALE: N.T.S.

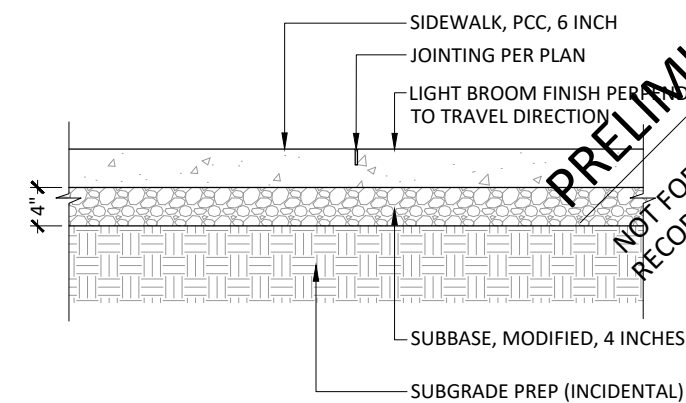
INTEGRAL COLOR PRODUCT:
SIKACOLOR - 100P
COLOR: U28 CHARCOAL
MANUFACTURER: SIKI CORPORATION
201 POLITO AVENUE
LYNDHURST NEW JERSEY 07071
UNITED STATES OF AMERICA
PHONE: +1 (201) 933-8800
FAX: +1 (201) 804-1076

OR APPROVED EQUAL

FOLLOW MANUFACTURER SPECIFICATIONS FOR MIXING, PLACEMENT, CURING AND SEALING

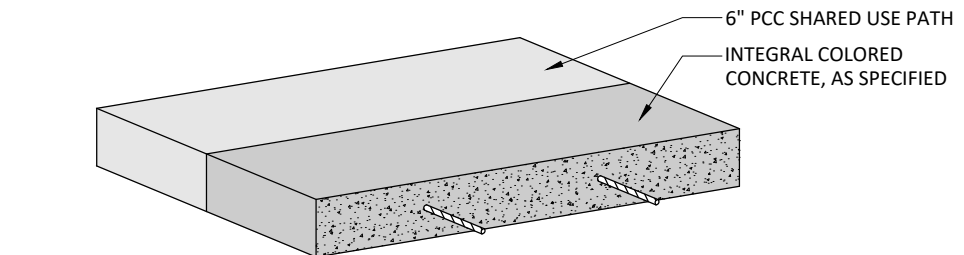
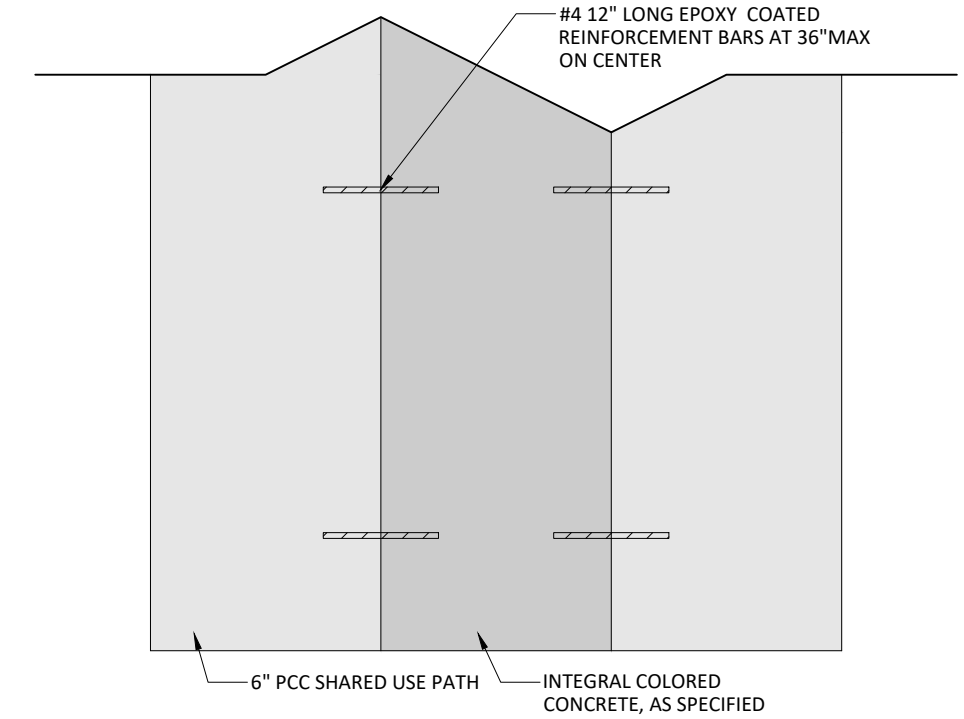


2 SIDEWALK, PCC, 6 INCH, INTEGRAL COLOR
SCALE: N.T.S.



3 SIDEWALK, PCC, 6 INCH
SCALE: N.T.S.

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4 INTEGRAL COLORED CONCRETE ADJACENT TO REGULAR CONCRETE
SCALE: N.T.S.

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AUGUSTES CI - JAWA1133088 CAD (3D) 13-3088001.dwg 5/14/2024 4:01:50 PM



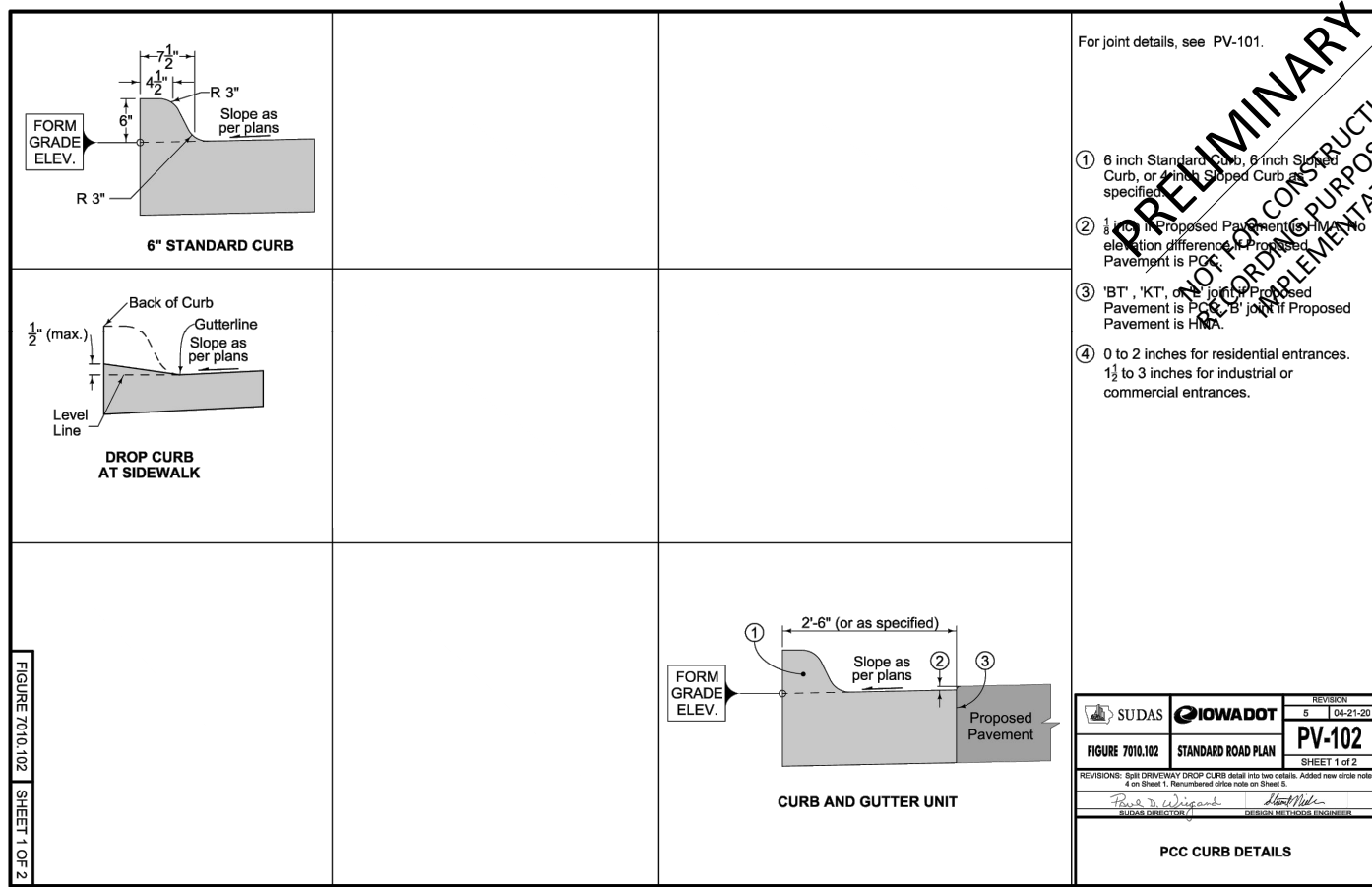
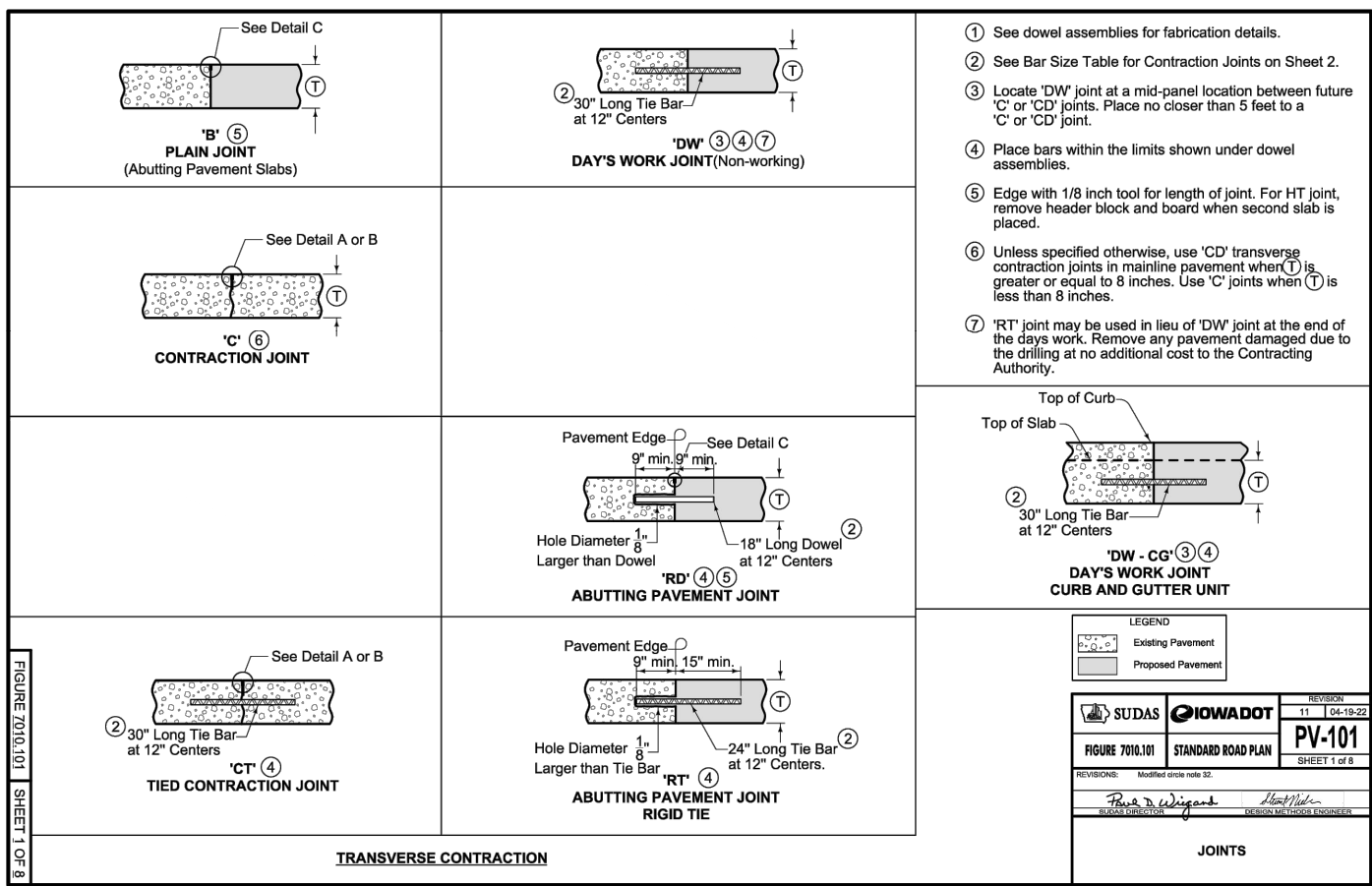
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TYPICAL DETAILS	

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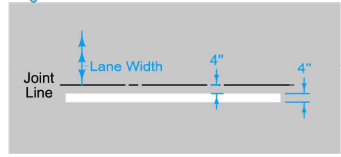
GRIMES, IOWA
PUBLIC LIBRARY AMPHITHEATER
TYPICAL DETAILS

SHEET

B.03

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SLW4 SOLID LANE LINE (White)



Lane layouts shown are typical.

Centerlines and lane lines may be painted either side of centerline.

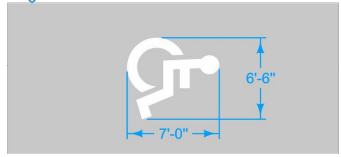
Drawings on sheets 1 and 2 are oriented to represent direction of traffic moving from left to right.

Possible Contract Item:
Pavement Marking Line Items

Possible Tabulation:
108-22

 STANDARD ROAD PLAN	REVISION	
	3	04-21-20
	PM-110	
REVISIONS: Modified NPYL		
		
APPROVED BY DESIGN METHOD ENGINEER		
LINE TYPES		

WCSW WHEELCHAIR SYMBOL (White)



② When placed across one lane, use the smaller dimensions shown. When placed across two lanes, use the larger dimensions shown.

 STANDARD ROAD PLAN	REVISION	
	4	04-21-20
	PM-111	
REVISIONS: Added BLW.		
		
APPROVED BY DESIGN METHOD ENGINEER		
SYMBOLS AND LEGENDS		

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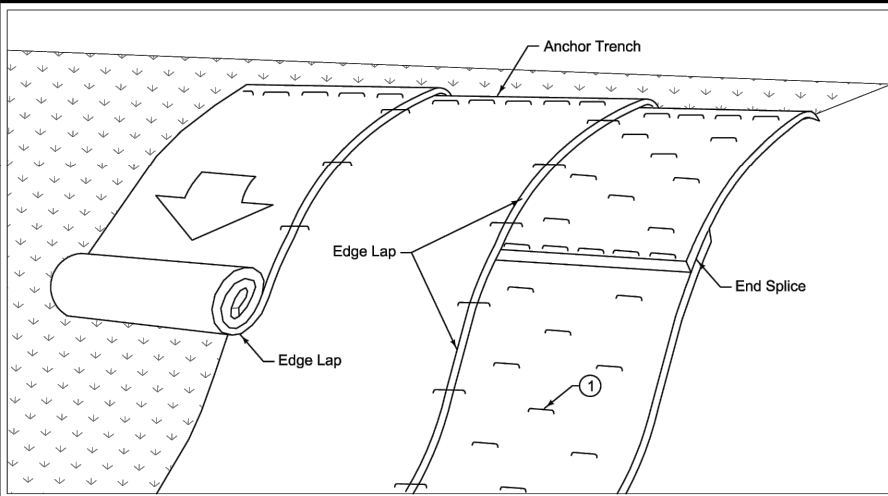
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GRIMES

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TYPICAL DETAILS

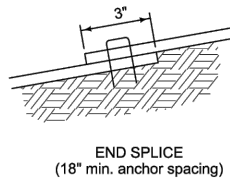
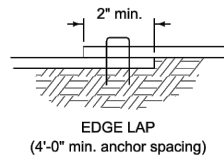
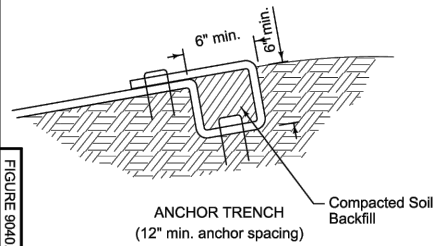
SHEET

B.04

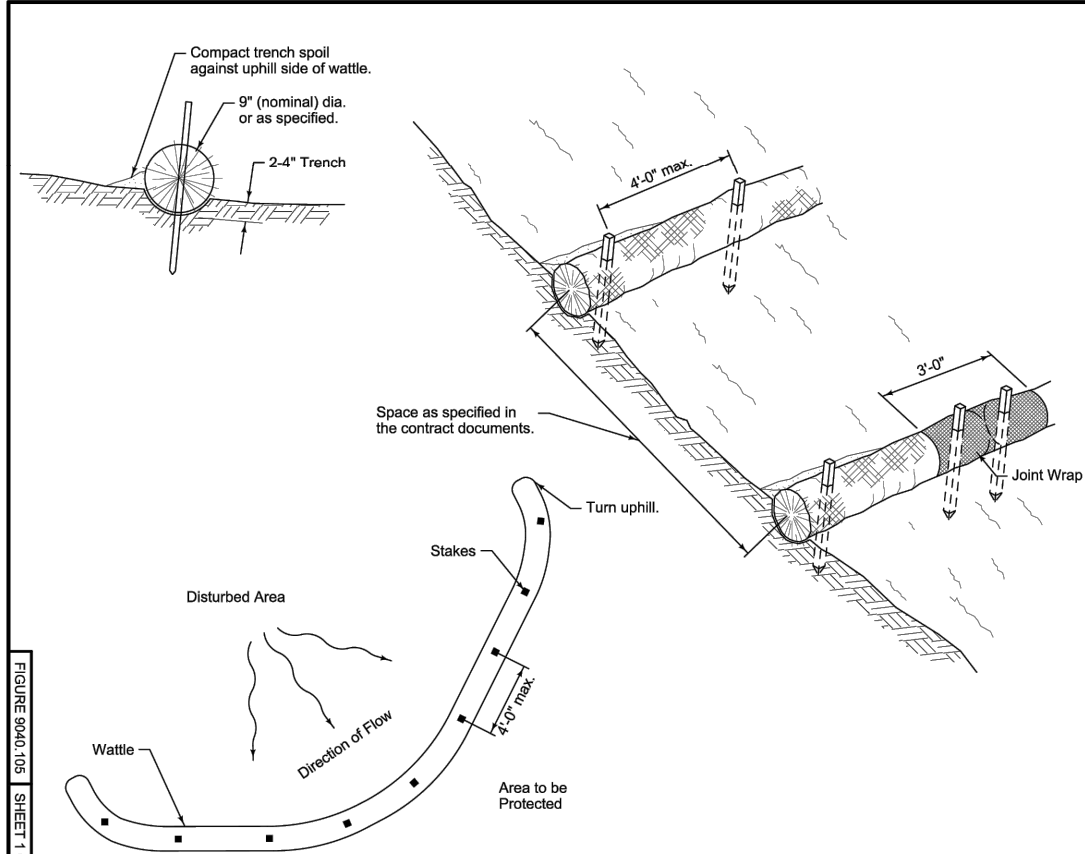


- ① Secure blanket to ground according to manufacturer's recommended anchoring pattern and minimum shown in Table 1.

TABLE 1	
Max. slope	Min. anchors
≤ 3:1	1.5/yd²
2:1	2/yd²
1:1	2.5/yd²

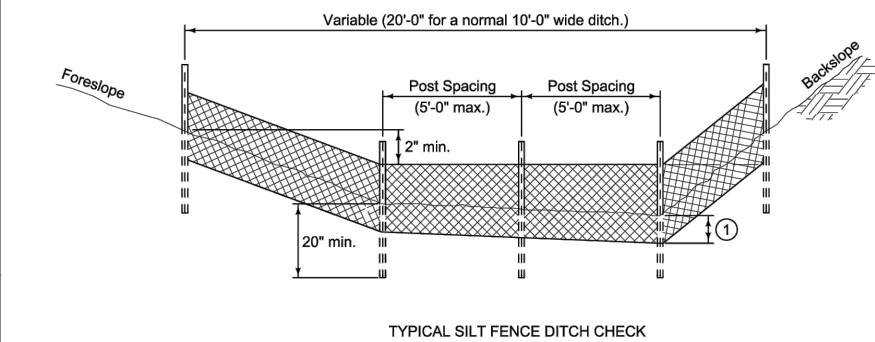


	REVISION
	2 10-21-14
SUDAS 9040.103	
SHEET 1 of 1	
SUDAS Standard Specifications	
ROLLED EROSION CONTROL PRODUCT (RECP)	
INSTALLATION ON SLOPES	

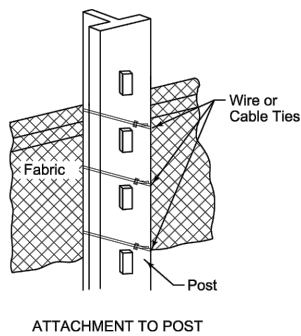


	REVISION
	2 10-21-14
SUDAS 9040.105	
SHEET 1 of 1	
SUDAS Standard Specifications	
WATTLE	

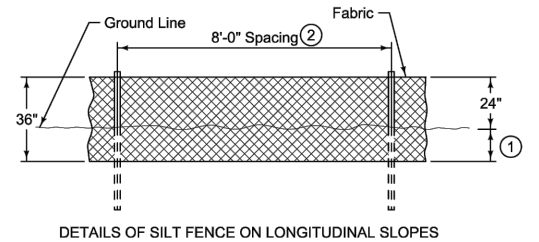
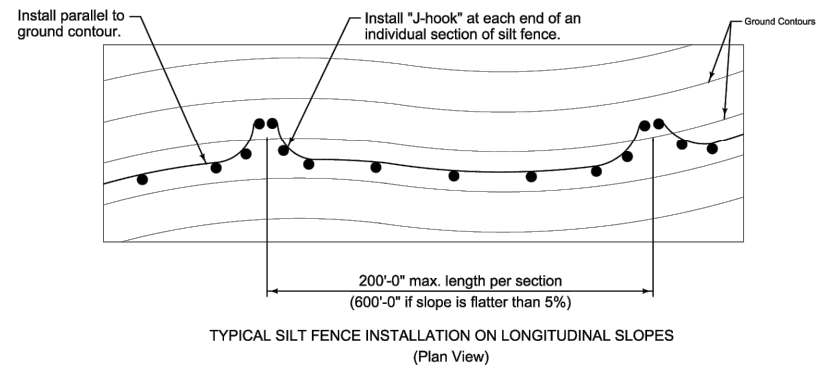
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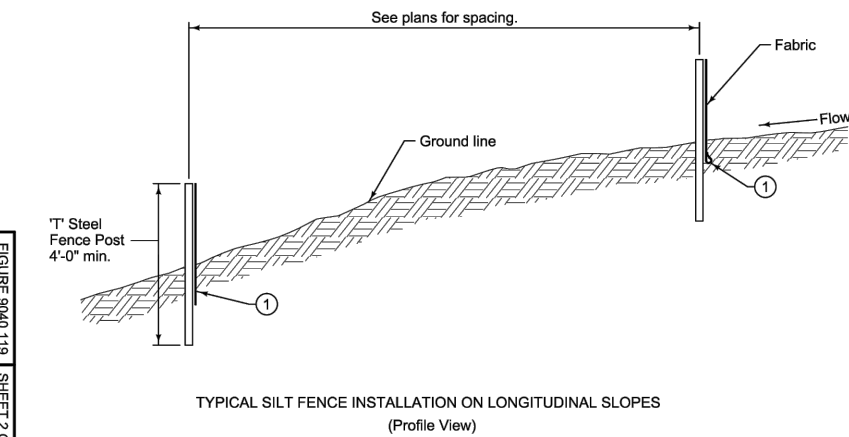
- ① Insert 12 inches of fabric a minimum of 6 inches deep (fabric may be folded below the ground line).



	REVISION
	2 10-21-14
SUDAS 9040.119	
SHEET 1 of 2	
SUDAS Standard Specifications	
SILT FENCE	



- ① Insert 12 inches of fabric a minimum of 6 inches deep (fabric may be folded below the ground line).
② Reduce post spacing to 5'-0" at water concentration areas, or as required to adequately support fence.



	REVISION
	2 10-21-14
SUDAS 9040.119	
SHEET 2 of 2	
SUDAS Standard Specifications	
SILT FENCE	

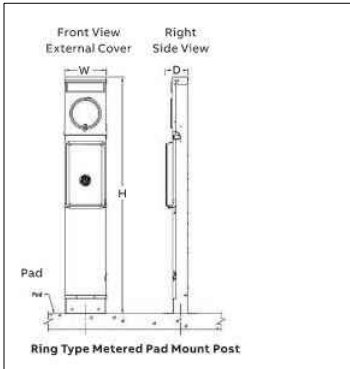
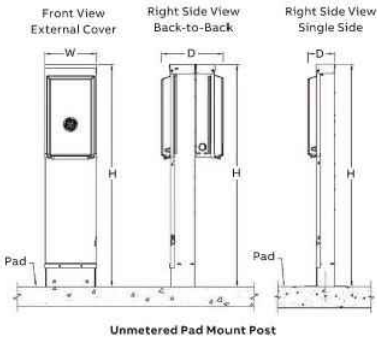
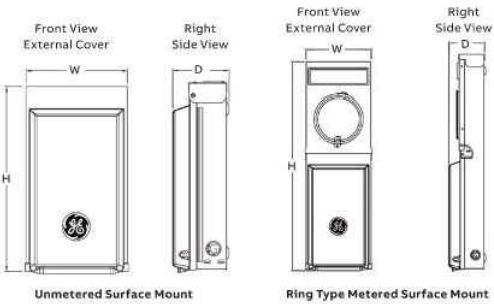
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GE RV Park Power Equipment

NOTE: SELECTED PEDESTAL IS NEMA 3R WEATHERPROOF ENCLOSURE

Dimensions and Weights

Product Number	Enclosure	Unit Weight (lbs)	Dimensions (in.)	Height Above Grade
GE1LU032SS	N3R	14	17 (H) x 9.5 (W) x 5.2 (D)	N/A
GE1LU502SS	N3R	10	14 (H) x 7 (W) x 3.8 (D)	N/A
GE1LU532SS	N3R	16	17 (H) x 9.5 (W) x 5.2 (D)	N/A
GE1LM032SS	N3R	24	29.5 (H) x 9.5 (W) x 3.8 (D)	N/A
GE1LM502SS	N3R	25	29.5 (H) x 9.5 (W) x 3.8 (D)	N/A
GE1LM532SS	N3R	25	29.5 (H) x 9.5 (W) x 3.8 (D)	N/A
GE1LU532PB	N3R	62	40.6 (H) x 9.5 (W) x 4.7 (D)	N/A
GE1LU532PS	N3R	47	41.1 (H) x 9.5 (W) x 3.6 (D)	N/A
GE1LU532PSL	N3R	36	41.1 (H) x 9.5 (W) x 3.6 (D)	N/A
GE1LM532PS	N3R	59	53.6 (H) x 9.5 (W) x 3.6 (D)	N/A
GE1LU032ES	N3R	32	62 (H) x 7 (W) x 3.6 (D)	38.00
GE1LU032ESL	N3R	30	62 (H) x 7 (W) x 3.6 (D)	38.00
GE1LU532EB	N3R	62	65.1 (H) x 9.5 (W) x 8.4 (D)	41.10
GE1LU532ES	N3R	47	65.1 (H) x 9.5 (W) x 3.6 (D)	41.10
GE1LU532ESG	N3R	47	65.1 (H) x 9.5 (W) x 3.6 (D)	41.10
GE1LU532ESL	N3R	36	65.1 (H) x 9.5 (W) x 3.6 (D)	41.10
GE1LM032ES	N3R	53	77.6 (H) x 9.5 (W) x 3.6 (D)	53.60
GE1LM532EB	N3R	82	53.1 (H) x 9.5 (W) x 8.9 (D)	N/A
GE1LM532ES	N3R	59	77.6 (H) x 9.5 (W) x 3.6 (D)	53.60
GE1LM532ESG	N3R	59	77.6 (H) x 9.5 (W) x 3.6 (D)	53.60
GE1LM532ESL	N3R	59	77.6 (H) x 9.5 (W) x 3.6 (D)	53.60



MANUFACTURER: ABB (OR APPROVED EQUAL)
ORDERING CODE: GE1M532PS
DESCRIPTION: RING TYPE METERED PAD MOUNT POST
RECEPTACLES: 50A, 30A, 20A GFCI
COLOR: N/A
CONTACT: 1-800-431-7867

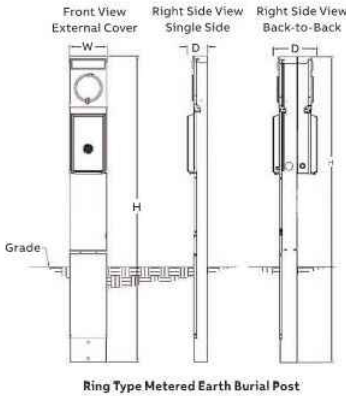
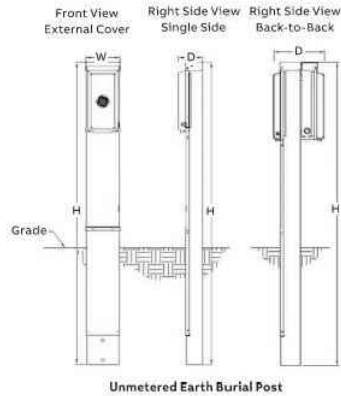


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305 Gregson Drive
Cary, NC 27511

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electrification.us.abb.com

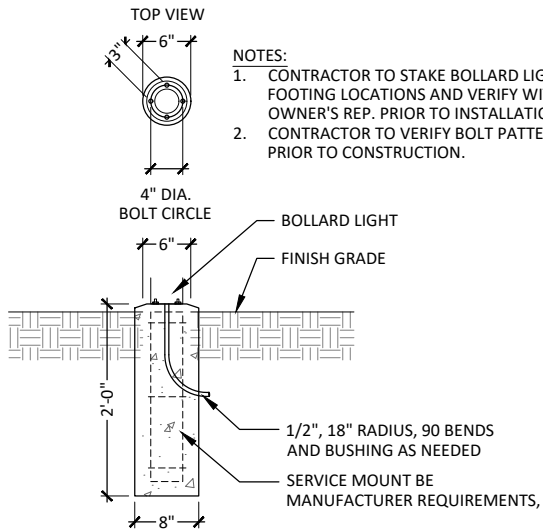
DET-708D 11/19



- BOLLARD LIGHT:**
1. MANUFACTURER: LIGMAN LIGHTING
 2. MODEL: UJE-10581(JET 58 CYLINDRICAL SINGLE HEAD BOLLARD)
 3. LAMP: 1618 LAMP
 4. BEAM: WIDE 36°
 5. LED COLOR: W30-3000K
 6. FINISH COLOR: BLACK RAL 9011
 7. MOUNTING: SURFACE MOUNT ON FOOTING

OR APPROVED EQUAL

CONTACT:
LIGMAN LIGHTING
MERCER ZIMMERMAN
5500 West Parkway
Johnston, IA 50131
515-402-4681
http://mzlgtg.com



1 50 AMP EVENT POWER PEDESTAL
SCALE: N.T.S.

2 BOLLARD LIGHT
SCALE: N.T.S.

3 CONCRETE BOLLARD LIGHT FOOTING
SCALE: N.T.S.

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SUBMIT SHOP DRAWINGS

BOARDWALK NOTES:

CONTRACTOR TO PROVIDE SHOP DRAWINGS IDENTIFYING ALL WOOD MEMBERS, DECKING, FOUNDATIONS AND SUPPORTS, ABUTMENTS, ATTACHMENTS, HARDWARE, AND ANY OTHER NECESSARY INFORMATION FOR COMPLETE INSTALLATION.

CONTRACTOR TO SUBMIT SOIL TEST AND REPORT WITH SHOP DRAWINGS.

COMPOSITE DECKING:

1. MANUFACTURER: TREX
2. MODEL: TREX TRANSCEND
3. COLOR: SPICED RUM

OR APPROVED EQUAL

CONTACT:

TREX
1-800-289-8739
<https://www.trex.com>

GUARDRAIL:

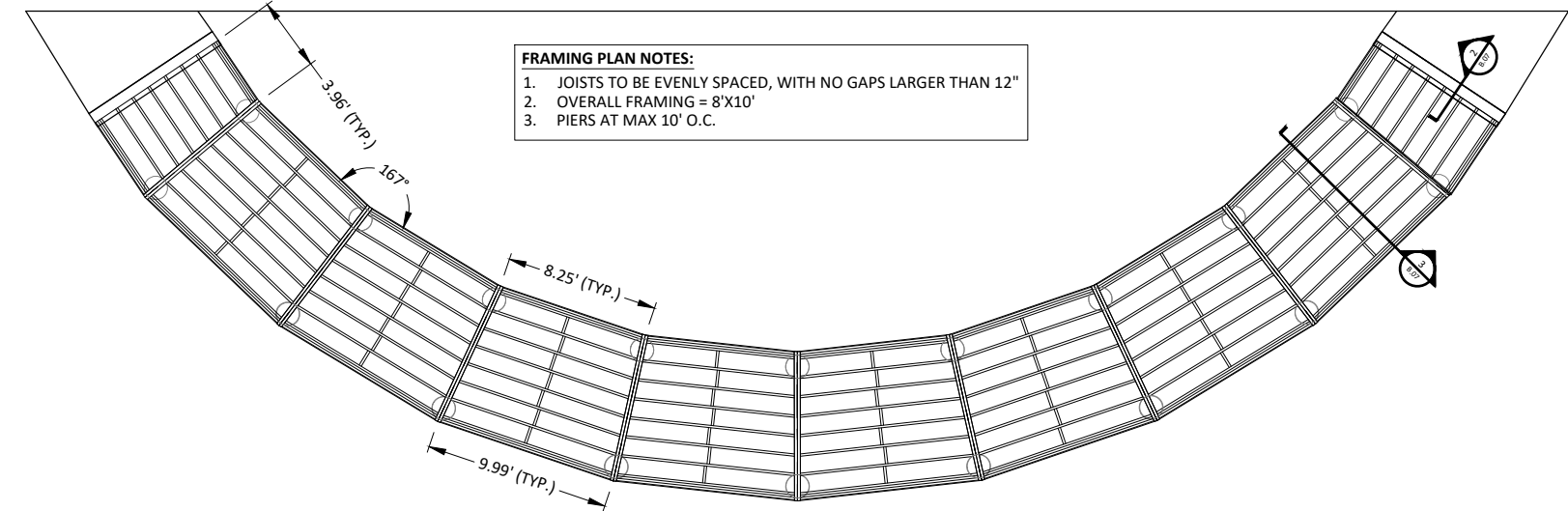
1. MANUFACTURER: TREX
2. MODEL: TREX SIGNATURE (LOOK A: ALUMINUM, ALUMINUM ROUND BALUSTER)
3. COLOR: CHARCOAL BLACK

OR APPROVED EQUAL

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IMPLEMENTATION.

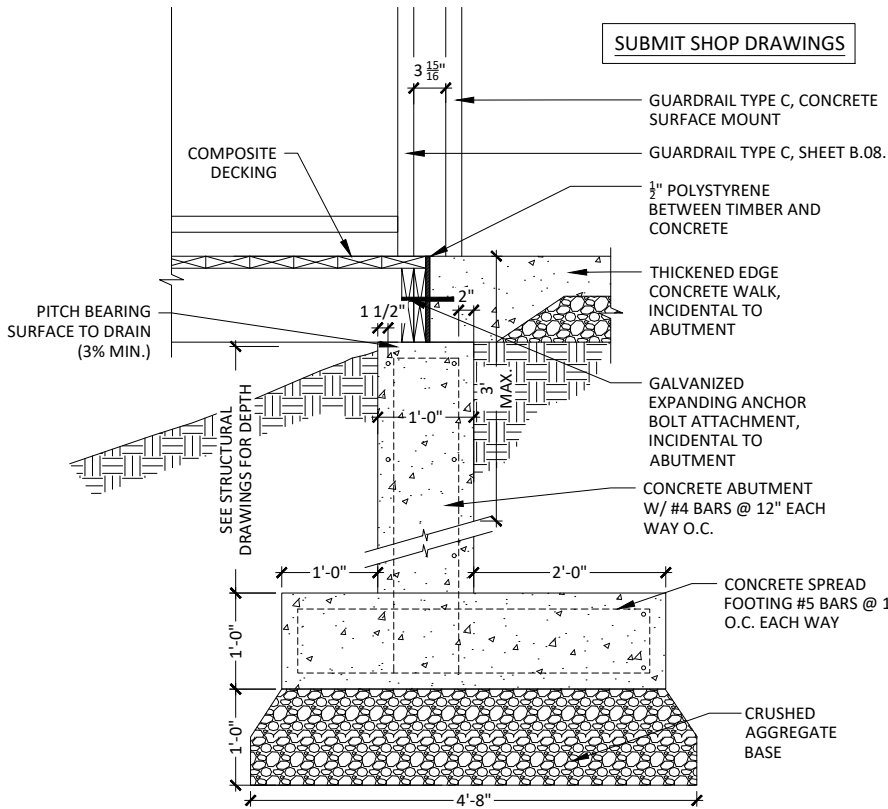
FRAMING PLAN NOTES:

1. JOISTS TO BE EVENLY SPACED, WITH NO GAPS LARGER THAN 12"
2. OVERALL FRAMING = 8'X10'
3. PIERS AT MAX 10' O.C.

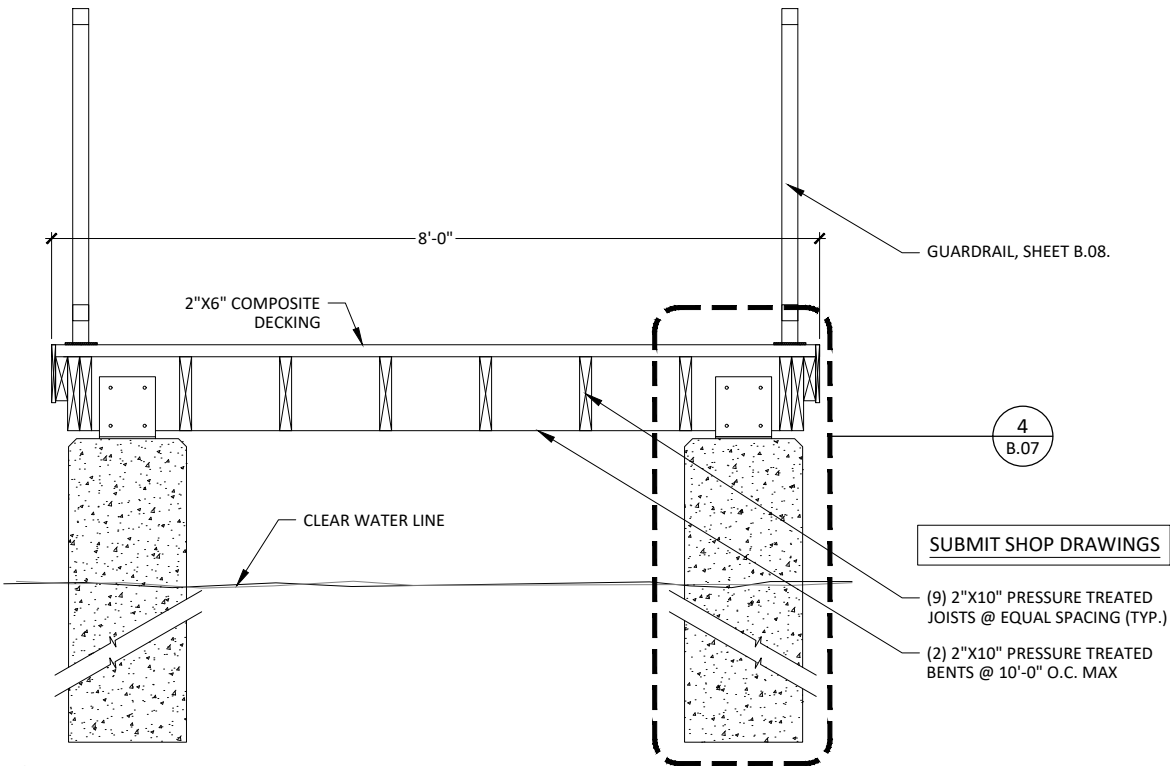


1 FRAMING & PIER LAYOUT PLAN
SCALE: N.T.S.

SUBMIT SHOP DRAWINGS

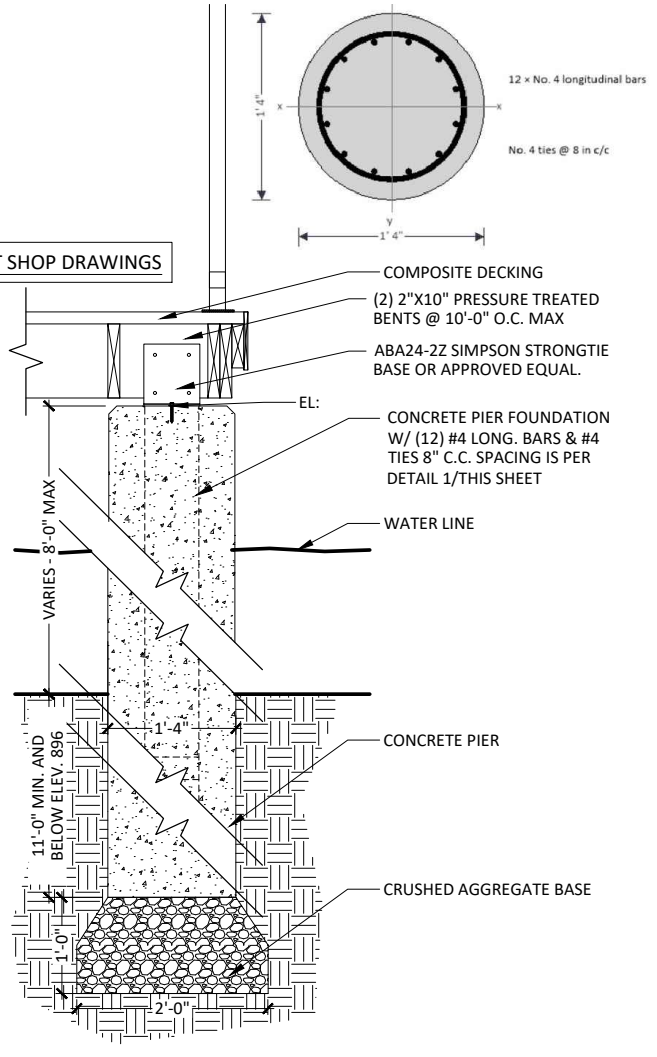


2 BOARDWALK ABUTMENT
SCALE: N.T.S.



3 BOARDWALK STRUCTURE
SCALE: N.T.S.

SUBMIT SHOP DRAWINGS



4 BOARDWALK FOOTING
SCALE: N.T.S.

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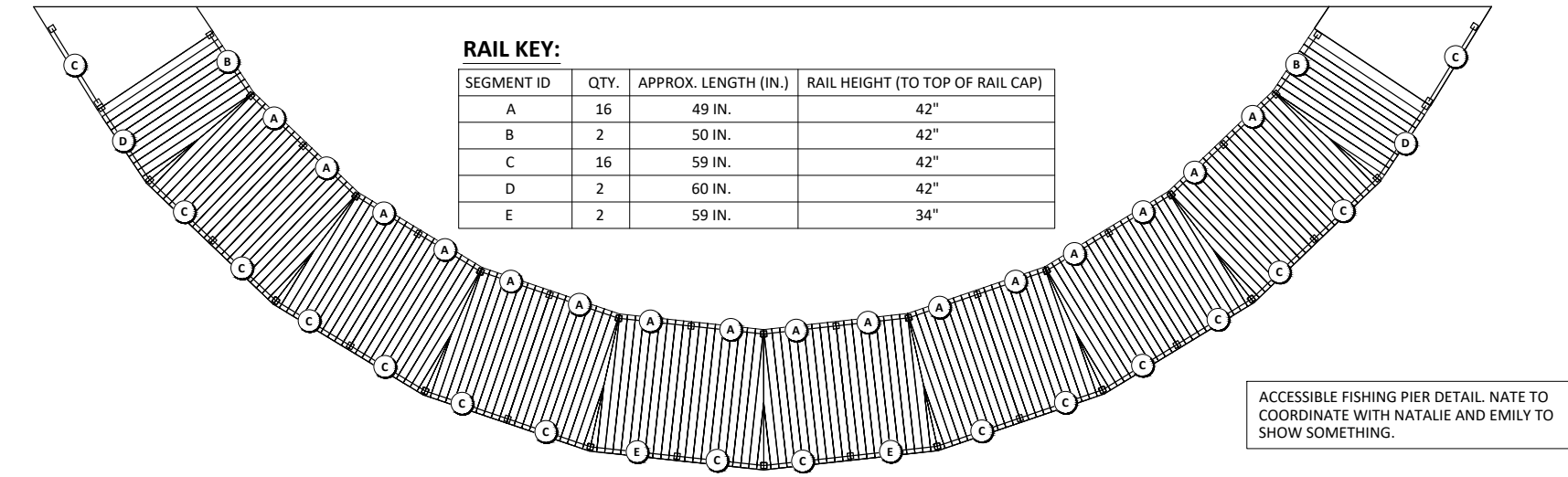
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TYPICAL DETAILS

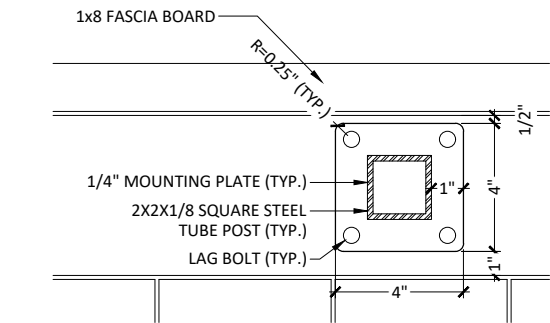
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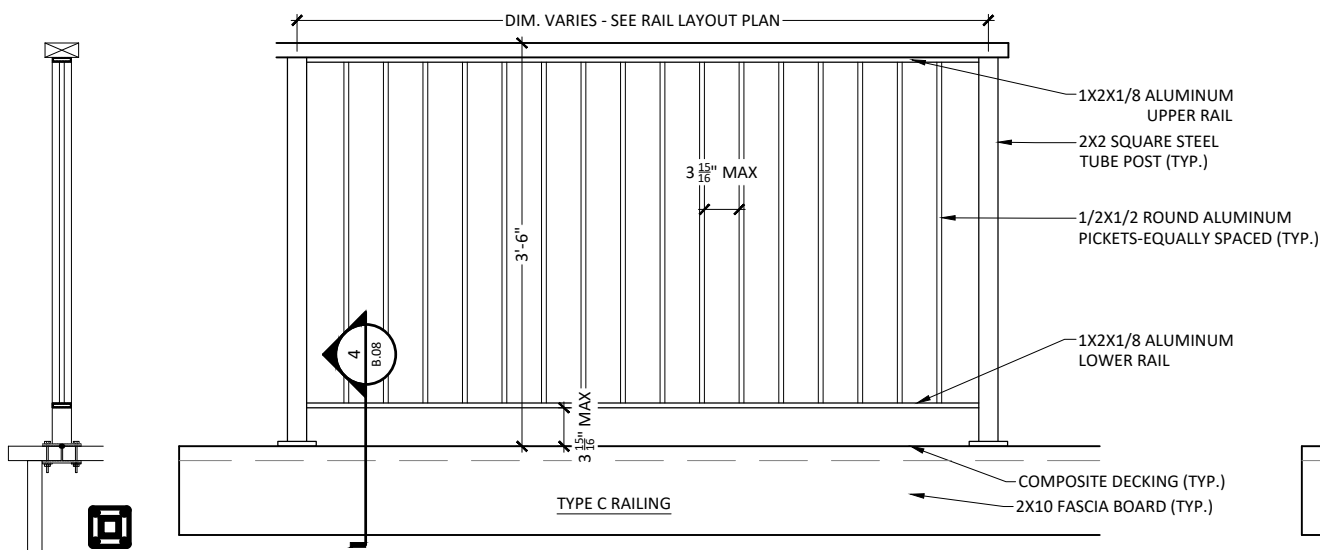
1 RAIL & DECKING LAYOUT PLAN
SCALE: N.T.S.



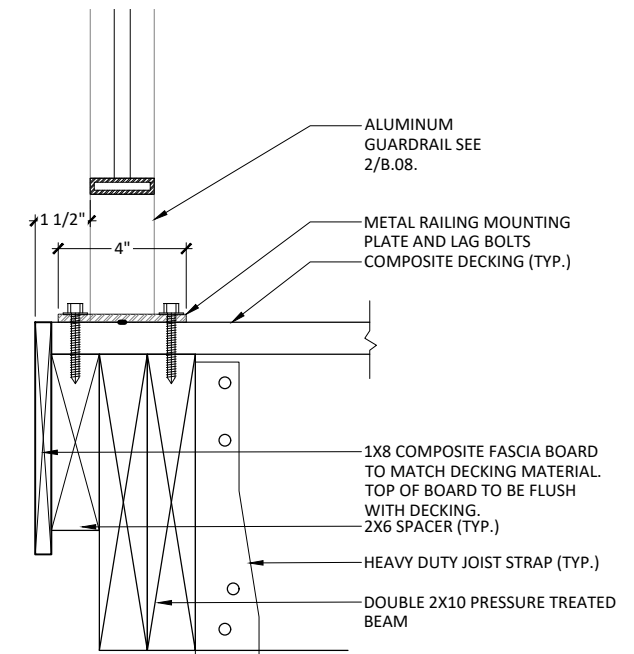
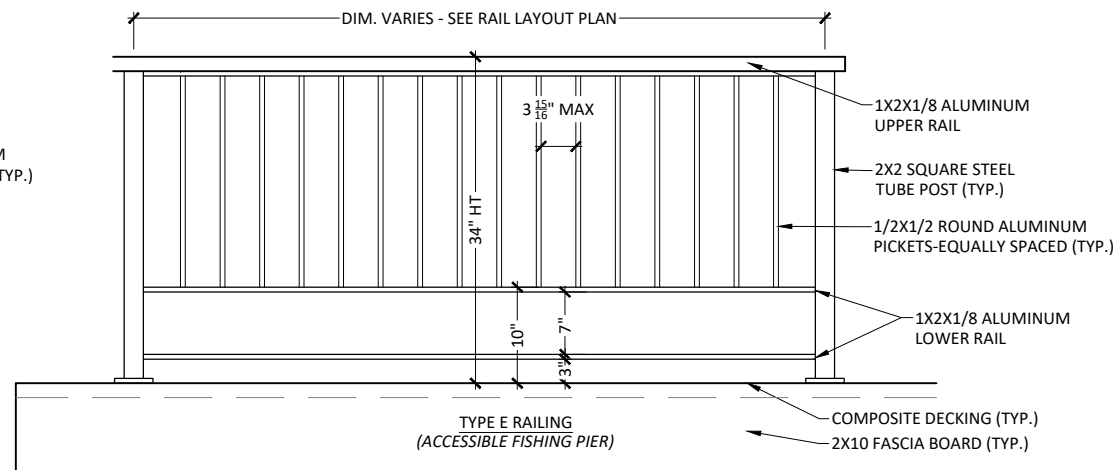
4 PLAN: GUARDRAIL POST BRACKET
SCALE: N.T.S.

METAL RAILING NOTES:

1. ALL METAL RAILING COMPONENTS TO BE POWDER COATED
2. POWDER COAT COLOR TO BE DETERMINED BY OWNER PRIOR TO FABRICATION
3. ALL WELDS TO BE CONTINUOUS AND SMOOTH
4. CONTRACTOR TO FIELD VERIFY RAIL DIMENSIONS
5. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR ALL RAILING SEGMENTS



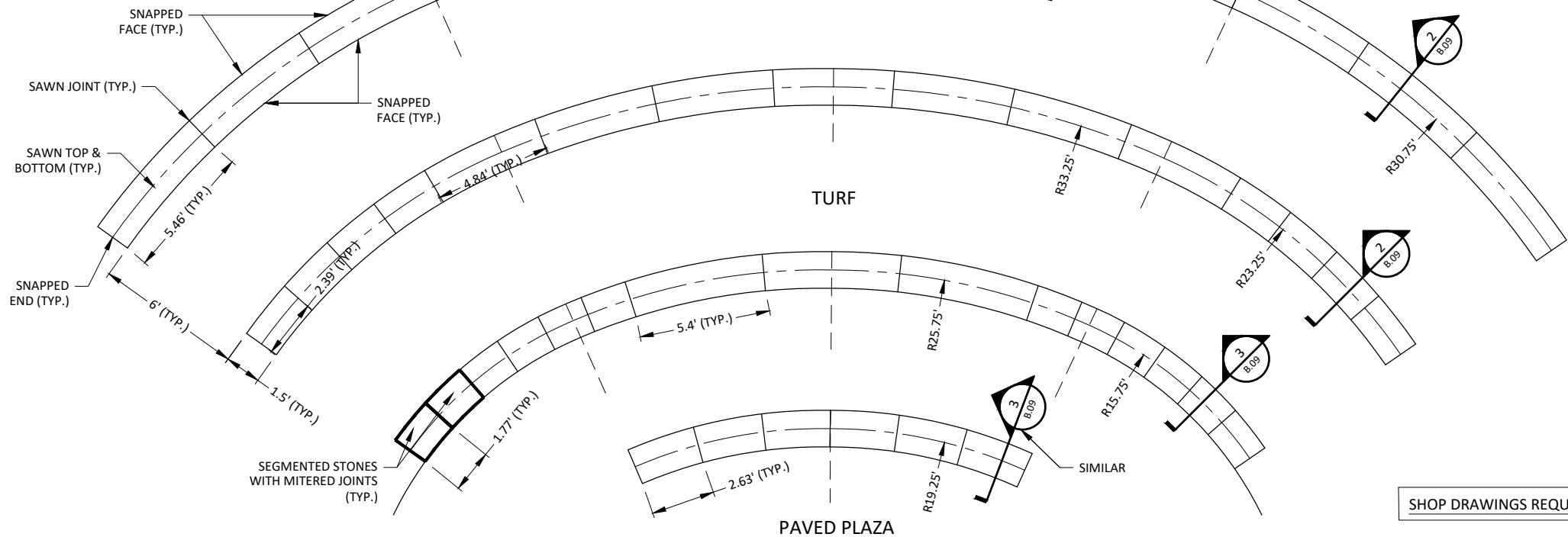
2 GUARDRAIL
SCALE: N.T.S.



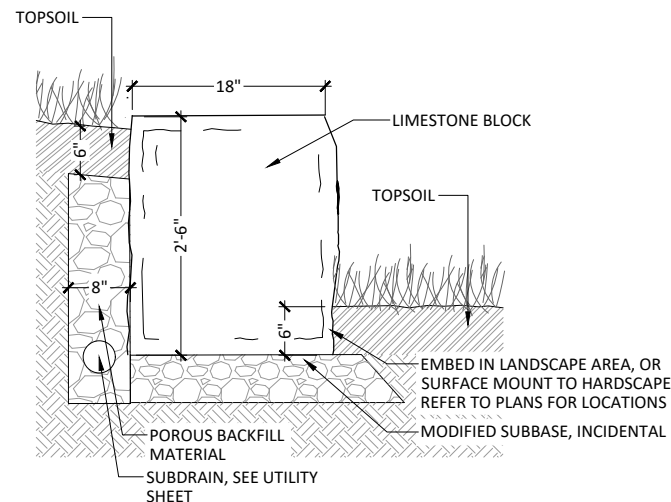
3 GUARDRAIL/BOARDWALK CONNECTION
SCALE: N.T.S.

LIMESTONE NOTES:

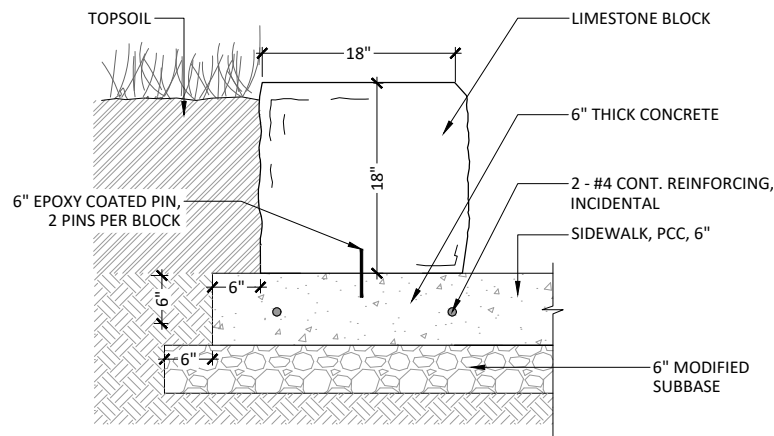
RADII CENTERLINES SHOWN TO AID IN LAYOUT ONLY. INDIVIDUAL STONES SHALL BE STRAIGHT SEGMENTS WITH MITERED JOINTS ARRANGED ALONG THE RADII SHOWN.



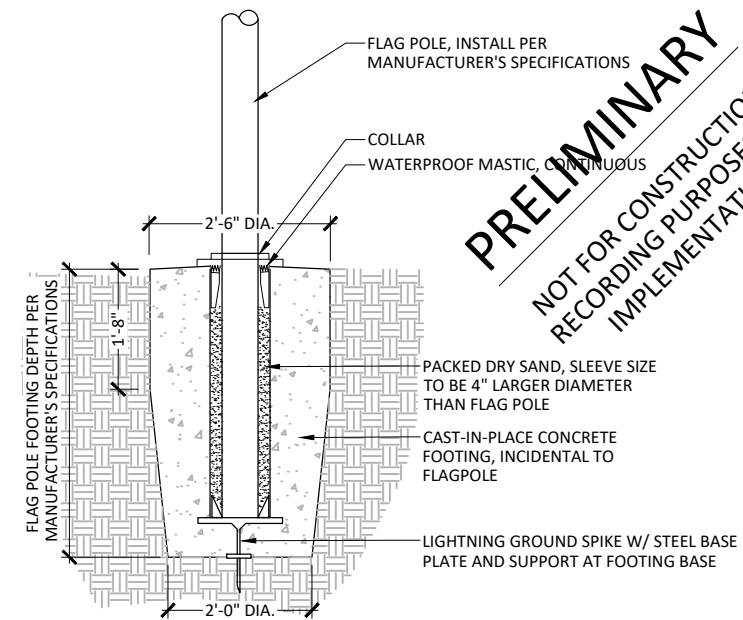
1 STONE SEATWALL
SCALE: N.T.S.



2 STONE SEATWALL IN LANDSCAPE
SCALE: N.T.S.



3 STONE SEATWALL ON CONCRETE
SCALE: N.T.S.



4 TYPICAL SECTION: FLAGPOLE
SCALE: N.T.S.

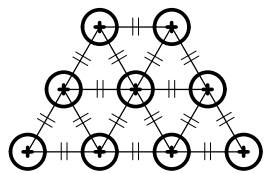


FLAGPOLE:
1. MANUFACTURER: LIBERTY FLAGPOLES
2. MODEL: LIB-ECX25 (25' ALUMINUM FLAGPOLE - EXTERNAL HALYARD - COMMERCIAL GRADE)
3. FINISH: SATIN ALUMINUM
4. MOUNTING: EMBEDDED PER MANUFACTURER
OR APPROVED EQUAL
CONTACT:
LIBERTY FLAGPOLES
800-314-2392
support@libertyflagpoles.com

FLAGPOLE LIGHT:
1. MANUFACTURER: LARSON ELECTRONICS
2. MODEL: LED1X10WRE-1S-FLGP
3. COLOR: BLACK
4. MOUNTING: ADJUSTABLE U-BRACKET
OR APPROVED EQUAL
CONTACT:
LARSON ELECTRONICS
1-877-492-8439
sales@larsonelectronics.com

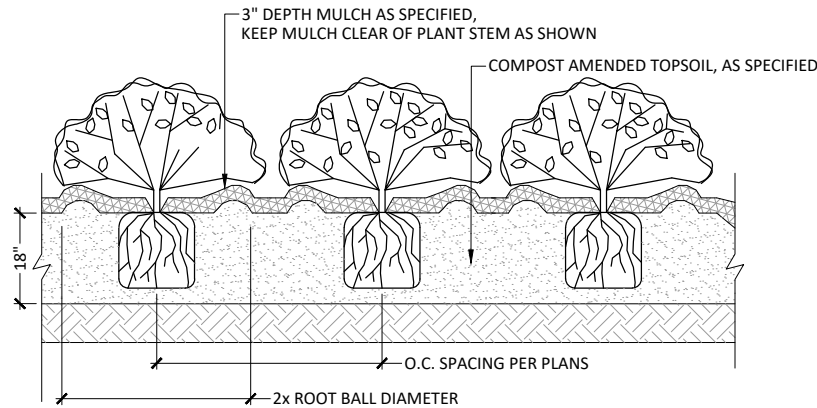
5 FLAGPOLE & FLAGPOLE LIGHT
SCALE: N.T.S.

PRELIMINARY
NOT FOR CONSTRUCTION,
RECORDING PURPOSES, OR
IMPLEMENTATION.



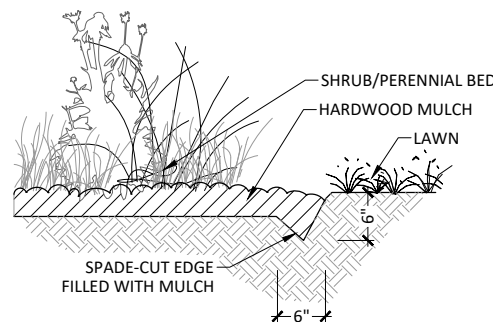
- NOTES:
1. O.C. TRIANGULAR PLANT SPACING PER PLANS
 2. AREAS IDENTIFIED ON PLANTING PLAN AS O.C. SHALL BE TRIANGULAR SPACED
 3. SEE PLANTING PLAN/SCHEDULE FOR SPECIES

PERENNIAL PLANT SPACING
SCALE: N.T.S.

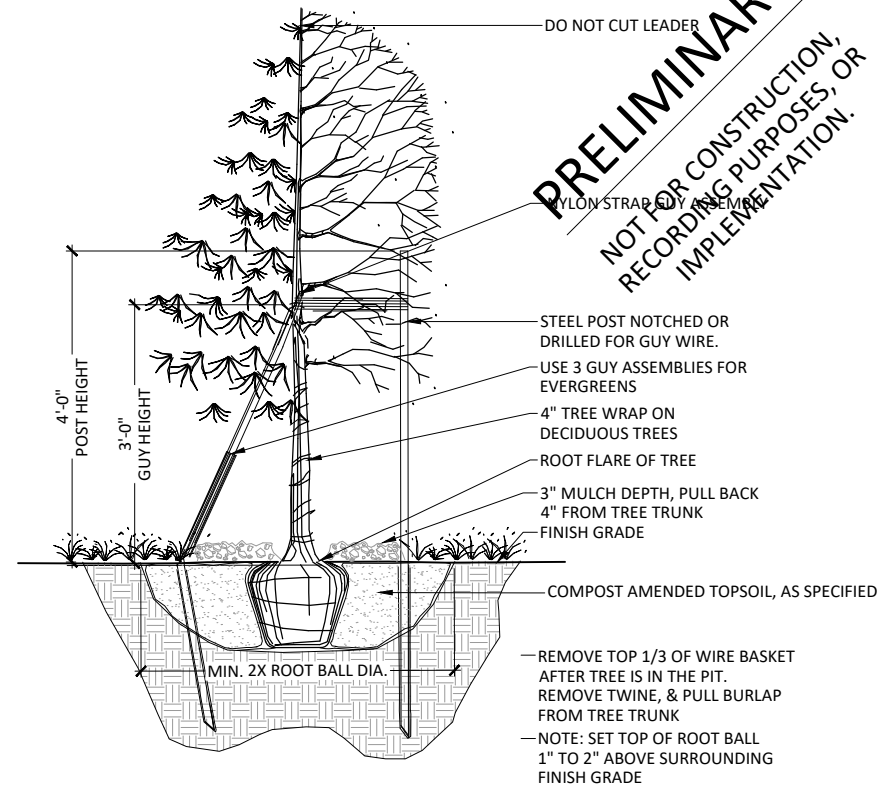


PERENNIAL / SHRUB PLANTING
SCALE: N.T.S.

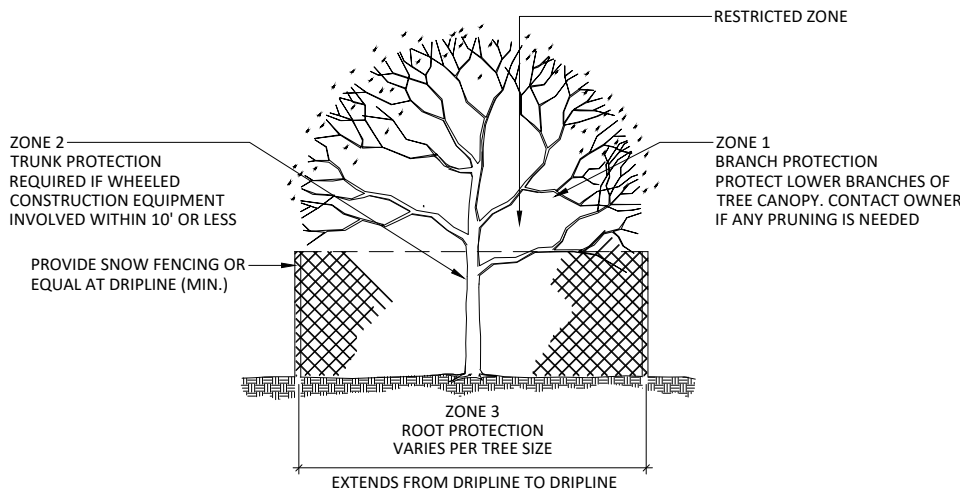
NOTES:
SPADE-CUT EDGE TO BE INCIDENTAL TO PLANT MATERIAL AND SHALL BE USED WHERE ALL LANDSCAPE BEDS MEET ADJACENT SEEDED OR LAWN AREAS.



SECTION: SPADE-CUT EDGE
SCALE: N.T.S.



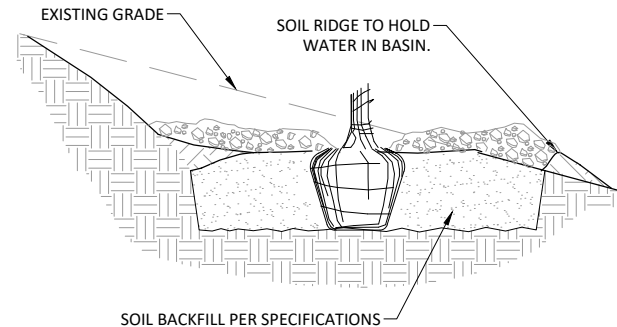
TREE PLANTING
SCALE: N.T.S.



EXISTING TREE PROTECTION
SCALE: N.T.S.

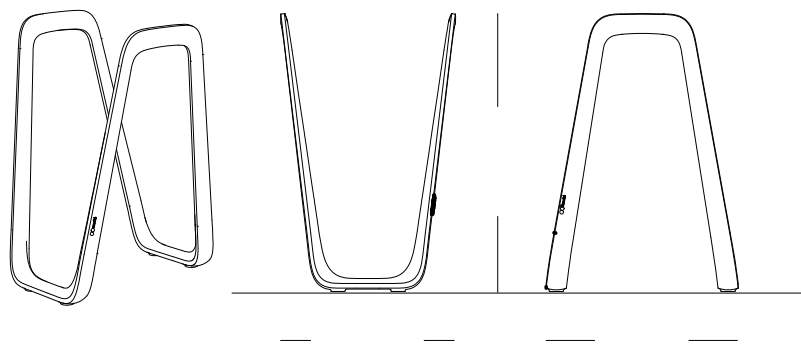
TREE PROTECTION NOTES

1. ALL TREES TO BE PROTECTED AND PRESERVED SHALL BE PER DETAIL. GROUPING OF MORE THAN ONE TREE MAY OCCUR.
2. TREES TO BE PROTECTED AND PRESERVED SHALL BE IDENTIFIED ON THE TRUNK WITH WHITE SURVEY TAPE.
3. TO PREVENT TREE ROOT SMOTHERING, SOIL STOCKPILES, SUPPLIES, EQUIPMENT OR ANY OTHER MATERIAL SHALL NOT BE PLACED OR STORED WITHIN A TREE DRIP LINE OR WITHIN 15 FEET OF A TREE TRUNK, WHICHEVER IS GREATER.
4. TREE ROOTS SHALL NOT BE CUT UNLESS CUTTING IS UNAVOIDABLE.
5. TRENCHES SHALL BE HAND DUG WITHIN THE DRIP LINE IN AREAS WHERE ROOTS TWO INCHES IN DIAMETER AND GREATER ARE PRESENT, OR WHEN IN CLOSE PROXIMITY TO LOW BRANCHING TREES. WHENEVER POSSIBLE, ROOTS TWO INCHES OR GREATER IN DIAMETER SHALL BE TUNNELED OR BORED UNDER AND SHALL BE COVERED TO PREVENT DEHYDRATION.
6. WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN SHARP CUT SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTS SHOULD BE MADE BACK TO A LATERAL ROOT. WHENEVER POSSIBLE, TREE ROOTS SHOULD BE CUT BETWEEN LATE FALL AND BUD OPENING, WHEN ROOT ENERGY SUPPLIES ARE HIGH AND CONDITIONS ARE LEAST FAVORABLE FOR DISEASE CAUSING AGENTS. EXPOSED ROOTS SHALL BE COVERED IMMEDIATELY TO PREVENT DEHYDRATION. ROOTS SHALL BE COVERED WITH SOIL OR BURLAP AND KEPT MOIST.
7. WATERING OF PROTECTED TREES IN WHICH ROOTS WERE CUT SHALL BE PROVIDED BY THE CONTRACTOR.
8. AUGER TUNNELING RATHER THAN TRENCHING SHOULD BE USED FOR UTILITY PLACEMENT WITHIN DRIP LINE OF TREE.
9. FENCING MATERIAL SHALL ENCIRCLE ANY TREE WHOSE OUTER DRIP LINE EDGE IS WITHIN 20 FEET OF ANY CONSTRUCTION ACTIVITIES.
10. FENCING MATERIAL SHALL BE BRIGHT, CONTRASTING COLOR, DURABLE, AND A MINIMUM OF FOUR FEET IN HEIGHT.
11. FENCING MATERIAL SHALL BE SET AT THE DRIP LINE OR 15 FEET FROM TREE TRUNK, WHICHEVER IS GREATER, AND MAINTAINED IN AN UPRIGHT POSITION THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES.
12. ANY GRADE CHANGES (SUCH AS THE REMOVAL OF TOPSOIL OR ADDITION OF FILL MATERIAL) WITHIN THE DRIP LINE SHOULD BE AVOIDED FOR EXISTING TREES TO REMAIN. RETAINING WALLS AND TREE WELLS ARE ACCEPTABLE ONLY WHEN CONSTRUCTED PRIOR TO GRADE CHANGE.



— ON 2:1 SLOPES OR GREATER, DO NOT CONSTRUCT THE UPHILL HALF OF THE WATERING BASIN.

TREE PLANTING ON SLOPES
SCALE: N.T.S.



BIKE RACK DETAIL
SCALE: N.T.S.

CONTACT:
MMCITE
704-995-1942
info@mmcite.com

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ESTIMATED PROJECT QUANTITIES - BASE BID					
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITY	AS-BUILT QTY.
1	2010-C	CLEARING AND GRUBBING	LS	1	
2	2010-D-1	TOPSOIL, ON-SITE	CY	163	
3	2010-D-2	TOPSOIL, COMPOST AMENDED	CY	100	
4	2010-E	EXCAVATION, CLASS 10	CY	155	
5	2010-J	SUBBASE, MODIFIED, 4 INCHES	SY	410	
6	2010-J	SUBBASE, MODIFIED, 6 INCHES	SY	140	
7	4040-A	SUBDRAIN, TYPE 2D, HDPE, 8 INCH	LF	310	
8	4040-C-1	SUBDRAIN CLEANOUT, TYPE A-1, 8 INCH	EA	3	
9	4040-D-1	SUBDRAIN OUTLETS AND CONNECTIONS, DITCH, 8 INCH	EA	2	
10	7010-A	PAVEMENT, PCC, 7 INCH, C4	SY	60	
11	7030-A-1	REMOVAL OF SIDEWALK	SY	145	
12	7030-E	SIDEWALK, PCC, 6 INCH	SY	350	
13	7030-E	SIDEWALK, PCC, 6 INCH, INTEGRAL COLOR	SY	60	
14	7040-I	CURB AND GUTTER REMOVAL	LF	30	
15	8020-C	PAINTED PAVEMENT MARKINGS, DURABLE	LS	1	
16	8020-G	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	3	
17	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	
18	8040-A	TRAFFIC SIGNS, R7-8A, 12 X 18	EA	2	
19	8040-A	TRAFFIC SIGNS, R7-8BP, 18 X 9	EA	2	
20	8040-F	ROUND STEEL POSTS	LF	2	
21	9010-A	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1 - PERMANENT LAWN	LS	1	
22	9010-A	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 2 - UNITED SEED SUPER TURF 2	LS	1	
23	9010-A	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, NATIVE GRASS AND FORBS (WILDFLOWER) SEEDING	LS	1	
24	9010-D	WATERING	MGAL	35	
25	9020-A	SOD	SQ	45	
26	9030-B	PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, (5 CONT)	EA	24	
27	9030-B	PLANTS WITH WARRANTY, PERENNIAL GROUND COVER/ORNAMENTAL GRASS, (1 GAL)	EA	83	
28	9030-B	PLANTS WITH WARRANTY, DECIDUOUS TREE, (2" CAL B&B)	EA	10	
29	9040-A-1	SWPPP PREPARATION	LS	1	
30	9040-A-2	SWPPP MANAGEMENT	LS	1	
31	9040-D-1	FILTER SOCK, 9 INCH	LF	740	
32	9040-E	TEMPORARY RECP, 2	SY	200	
33	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	460	
34	9040-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	460	
35	9040-T-1	INLET PROTECTION DEVICE, WATTLES	EA	4	
36	9060-F	TEMPORARY FENCE, CHAIN LINK, 60 INCH	LF	550	
37	11020-A	MOBILIZATION	LS	1	
38	11050-A	CONCRETE WASHOUT	LS	1	
39	12010-X-X	BIKE RACK	EA	1	
40	12030-X-X	ELECTRICAL CONDUIT, OPEN CUT, HDPE OR PVC, 2-INCH	LS	1	
41	12040-X-X	FLAG POLE	EA	1	
42	12050-X-X	STONE SEATWALL	TON	31	
43	12060-X-X	BOLLARD LIGHTING	EA	11	
44	12070-X-X	EVENT POWER (50 AMP)	EA	1	
45	12080-X-X	BOARDWALK, CONCRETE PIERS	EA	20	
46	12090-X-X	BOARDWALK, CONCRETE ABUTMENTS	EA	2	
47	12090-X-X	BOARDWALK, TREX OR APPROVED EQUAL	SF	650	
48	12090-999-X	CONCRETE WHEEL STOPS	EA	2	
49	12090-999-X	GUARDRAIL	LF	170	
50	12090-999-X	DEWATERING	LS	1	

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-C	CLEARING AND GRUBBING THIS ITEM SHALL INCLUDE ALL NECESSARY TRIMMING AND CLEARING AND GRUBBING TO COMPLETE CONSTRUCTION. PROTECTION OF ALL TREES NOT MARKED FOR REMOVAL SHALL BE INCIDENTAL TO THIS ITEM. THIS ITEM SHALL ALSO INCLUDE RELOCATING REMOVED TREES AS DIRECTED BY THE OWNER INCIDENTAL TO THIS ITEM.
2	2010-D-1	TOPSOIL, ON-SITE TOPSOIL WITHIN THE GRADING LIMITS OF THE PROJECT SHALL BE STRIPPED, SALVAGED, AND RESPREAD AT A MINIMUM DEPTH OF 6 INCHES. TOPSOIL MAY REMAIN ON PROJECT PROPERTY OR HAULED OFF SITE TO A LOCATION APPROVED BY THE OWNER. ITEM INCLUDES HAULING OFF SITE TO STORE AND HAULING BACK IN IF NEEDED. CONTRACTOR TO PAY FOR RESTORATION COST FOR STORING OFF SITE. EXCAVATION SHALL BE PAID SEPERATELY. MEASUREMENT WILL NOT BE MADE AND QUANTITY PAID WILL BE ON A PERCENT OF ITEM COMPLETE. RAW STRIP = 163 CY, RAW FILL = 115 CY, ADJUSTED FILL (1.40 FACTOR) = 161 CY
3	2010-D-2	TOPSOIL, COMPOST AMENDED ITEM INCLUDES FURNISHING AND INCORPORATING TOPSOIL, SAND, AND COMPOST TO BE PLACED IN PLANTINGS BEDS AT THE DEPTHS INDICATED IN THE B SHEETS. MEASUREMENT SHALL BE THE AMOUNT OF COMPOST AMENDED TOPSOIL PLACED. MIX RATIO IS SPECIFIED ON SHEET K.01. EXCESS HAUL OFF SHALL BE INCIDENTAL.
4	2010-E	EXCAVATION, CLASS 10 THIS ITEM SHALL INCLUDE THE REMOVAL OF EXISTING SOIL, HAULING, DISPOSAL/EXPORT AND RE-GRADING AS PER PLAN TO FACILITATE ALL PROPOSED SECTIONS. ALL BORROW SHALL BE PROVIDED BY THE CONTRACTOR. EXCESS OR UNSUITABLE EXCAVATED MATERIAL WILL BECOME PROPERTY OF THE CONTRACTOR AND WILL BE HAULED OFF-SITE INCIDENTAL TO THE ITEM. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR OVERHAUL OF WASTE. TOPSOIL MEASUREMENT SHALL NOT BE PAID AS PART OF THIS EXCAVATION ITEM. RAW CUT = 125 CY, RAW FILL = 111 CY, ADJUSTED FILL (1.40 FACTOR) = 155 CY RAW EARTHWORK QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY ARE A COMPARISON OF EXISTING CONDITIONS AND PROPOSED CONDITIONS AND MAY INCLUDE MATERIALS AND OPERATIONS PAID FOR UNDER OTHER BID ITEMS E.G. PAVEMENT REMOVAL, STORM SEWER TRENCHED, PCC PAVEMENT, SUBBASE, TOPSOIL, COMPOST AMENDMENT, ETC. MEASUREMENT WILL NOT BE MADE AND QUANTITY PAID WILL BE ON A PERCENT OF ITEM COMPLETE.
5	2010-J	SUBBASE, MODIFIED, 4 INCHES THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, COMPACTION OF SUBGRADE, FURNISHING, PLACING, COMPACTING, AND TRIMMING TO THE PROPER GRADE. IT SHALL BE PLACED 1' OUTSIDE OF THE SIDEWALK EXTENTS.
6	2010-J	SUBBASE, MODIFIED, 6 INCHES THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, COMPACTION OF SUBGRADE, FURNISHING, PLACING, COMPACTING, AND TRIMMING TO THE PROPER GRADE.
7	4040-A	SUBDRAIN, TYPE 2D, HDPE, 8 INCH ENGINEERING FABRIC SHALL BE INCIDENTAL TO THIS ITEM. LENGTHS OF ALL FITTINGS WILL BE INCLUDED IN LENGTH OF PIPE MEASURED.
8	4040-C-1	SUBDRAIN CLEANOUT, TYPE A-1, 8 INCH 8" TEE FITTING OR APPROVED EQUAL SHALL BE INCIDENTAL TO THIS ITEM.
9	4040-D-1	SUBDRAIN OUTLETS AND CONNECTIONS, DITCH, 8 INCH MATERIAL SHALL BE CORRUGATED HDPE. INSTALL RMEOVABLE FORK RODENT GUARD. REMOVABLE FORK TYPE RODENT GUARD SHALL BE INCIDENTAL TO THIS ITEM.
10	7010-A	PAVEMENT, PCC, 7 INCH, C4 INTEGRAL CURB AND GUTTER SHALL BE INCIDENTAL TO THIS ITEM.
11	7030-A-1	REMOVAL OF SIDEWALK ALL REMOVALS TO BE MARKED AND MEASURED BY THE ENGINEER. FULL DEPTH SAW CUTS ALONG THE REMOVAL LIMITS ARE INCIDENTAL TO THIS ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL REMOVAL, EARTHWORK, SUBGRADE PREPARATION, MODIFIED SUBBASE AND PAVING EXPENSES DUE TO DAMAGED EDGES. ADDITIONAL REMOVAL TO BE DETERMINED BY ENGINEER. PAYMENT SHALL BE MADE FOR THE AREA OF PAVEMENT REMOVED REGARDLESS OF THICKNESS.
12	7030-E	SIDEWALK, PCC, 6 INCH CONCRETE WILL BE C OR M MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. SLAG IS NOT ALLOWED. TRIMMING AND COMPACTION OF SUBGRADE AND SUBBASE IS INCIDENTAL TO THIS ITEM. INTEGRAL CURB, BARS AND REINFORCEMENT, JOINTS AND SEALING, SURFACE CURING, PAVEMENT PROTECTION, SAFETY FENCING, CONCRETE FOR RIGID HEADERS, AND BOXOUTS FOR FIXTURES SHALL BE INCIDENTAL TO THIS ITEM. CONCRETE TESTING WILL BE PROVIDED BY THE OWNER. NO EXTRA PAYMENT FOR COLD WEATHER PAVING.
13	7030-E	SIDEWALK, PCC, 6 INCH, INTEGRAL COLOR SEE ITEM 12. SEE TECHNICAL SPECIFICATIONS. INCLUDES INCORPORATION OF INTEGRAL COLOR PIGMENTATION IN THE MIX, MOCKUPS OF EACH SPECIFIED COLOR FOR REVIEW BY THE ENGINEER, AND SURFACE SEALANT AS RECOMMENDED BY THE MANUFACTURER.
14	7040-I	CURB AND GUTTER REMOVAL
15	8020-C	PAINTED PAVEMENT MARKINGS, DURABLE THIS ITEM SHALL INCLUDE ALL MATERIALS, EQUIPMENT, AND LABOR TO INSTALL PAVEMENT MARKINGS AS SHOWN IN THE PLANS. PAVEMENT MARKINGS SHALL BE PROTECTED FROM SCUFFS OR OTHER DAMAGE AFTER INSTALLATION.
16	8020-G	PAINTED SYMBOLS AND LEGENDS, DURABLE THIS ITEM SHALL INCLUDE ALL MATERIALS, EQUIPMENT, AND LABOR TO INSTALL PAINTED SMYBOLS AND LEGENDS. PAINTED SMYBOLS AND LEGENDS SHALL BE PROTECTED FROM SCUFFS OR OTHER DAMAGE AFTER INSTALLATION.
17	8030-A	TEMPORARY TRAFFIC CONTROL THIS ITEM SHALL INCLUDE INSTALLATION, MAINTENANCE, AND REMOVAL OF TEMPORARY TRAFFIC CONTROL; REMOVAL AND REINSTALLATION OR COVERING OF PERMANENT TRAFFIC CONTROL DEVICES THAT CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL PLAN; MONITORING AND DOCUMENTING TRAFFIC CONTROL CONDITIONS; AND FLAGGERS. WHEN REQUIRED IN THE CONTRACT DOCUMENTS, THE FOLLOWING ARE ALSO INCLUDED IN TRAFFIC CONTROL UNLESS A SEPARATE BID ITEM IS PROVIDED; PORTABLE DYNAMIC MESSAGE SIGNS, TEMPORARY BARRIER RAIL, TEMPORARY FLOOD LIGHTING, AND PILOT CARS.
18	8040-A	TRAFFIC SIGNS, R7-8A, 12 X 18 SEE N SHEETS. THIS ITEM SHALL INCLUDE ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO INSTALL SIGNS, INCLUDING MOUNTING HARDWARE. REFER TO THE MOST CURRENT MUTCD FOR MOUNTING HEIGHT. THE MINIMUM HEIGHT, MEASURED VERTICALLY FROM THE BOTTOM OF THE SIGN TO THE ELEVATION OF THE NEAR EDGE OF THE TRAVELED WAY, SHALL BE 7 FEET.
19	8040-A	TRAFFIC SIGNS, R7-8BP, 18 X 9 SEE ITEM 18

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20	8040-F	<u>ROUND STEEL POSTS</u> SEE N SHEETS. THIS ITEM SHALL INCLUDE ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO INSTALL POSTS, INLCUDING ALL MOUNTING HARDWARE. POSTS SHOULD MATCH EXISTING POSTS IN LIBRARY PARKING LOT.
21	9010-A	<u>CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1 - PERMANENT LAWN</u> SEED ALL AREAS DISTURBED BY CONSTRUCTION AS INDICATED ON PLANS. THE COST FOR WATERING UNTIL SEED ESTABLISHMENT IS ACCEPTED SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ROCK PICKING, FINISH GRADING, SEED BED PREP AND RESEEDING ARE CONSIDERED INCIDENTAL TO THIS ITEM. SEED AND FERTILIZER SHALL BE APPLIED PRIOR TO MULCHING. THE CONTRACTOR IS RESPONSIBLE FOR MOWING AND MAINTAINING SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. SEEDING OF AREAS DISTURBED OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER. THE SEEDING RATE SHALL BE AT LEAST 260 LBS/ACRE. APPLY A 6-24-24, NITROGEN, PHOSPHATE, POTASH, COMMERCIAL FERTILIZER OR EQUIVALENT AT THE RATE OF 300 LBS PER ACRE. APPLY MULCHING PER MANUFACTERS RECOMMENDATIONS. SEEDING AREAS ASSUMED FOR TWO APPLICATIONS OVER THE AREAS DISTURBED.
22	9010-A	<u>CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 2 - UNITED SEED SUPER TURF 2</u> SEED ALL AREAS DISTURBED BY CONSTRUCTION AS INDICATED ON PLANS. THE COST FOR WATERING UNTIL SEED ESTABLISHMENT IS ACCEPTED SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ROCK PICKING, FINISH GRADING, SEED BED PREP AND RESEEDING ARE CONSIDERED INCIDENTAL TO THIS ITEM. SEED AND FERTILIZER SHALL BE APPLIED PRIOR TO MULCHING. THE CONTRACTOR IS RESPONSIBLE FOR MOWING AND MAINTAINING SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. SEEDING OF AREAS DISTURBED OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER. THE SEEDING RATE SHALL BE AT LEAST 260 LBS/ACRE. APPLY A 6-24-24, NITROGEN, PHOSPHATE, POTASH, COMMERCIAL FERTILIZER OR EQUIVALENT AT THE RATE OF 300 LBS PER ACRE. APPLY MULCHING PER MANUFACTERS RECOMMENDATIONS. SEEDING AREAS ASSUMED FOR TWO APPLICATIONS OVER THE AREAS DISTURBED.
23	9010-A	<u>CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, NATIVE GRASS AND FORBS (WILDFLOWER) SEEDING</u> SEED ALL AREAS DISTURBED BY CONSTRUCTION AS INDICATED ON PLANS. THE COST FOR WATERING UNTIL SEED ESTABLISHMENT IS ACCEPTED SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ROCK PICKING, FINISH GRADING, SEED BED PREP AND RESEEDING ARE CONSIDERED INCIDENTAL TO THIS ITEM. SEED AND FERTILIZER SHALL BE APPLIED PRIOR TO MULCHING. THE CONTRACTOR IS RESPONSIBLE FOR MOWING AND MAINTAINING SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. SEEDING OF AREAS DISTURBED OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER. THE SEEDING RATE SHALL BE AT LEAST 260 LBS/ACRE. APPLY A 6-24-24, NITROGEN, PHOSPHATE, POTASH, COMMERCIAL FERTILIZER OR EQUIVALENT AT THE RATE OF 300 LBS PER ACRE. APPLY MULCHING PER MANUFACTERS RECOMMENDATIONS. SEEDING AREAS ASSUMED FOR TWO APPLICATIONS OVER THE AREAS DISTURBED.
24	9010-D	<u>WATERING</u>
25	9020-A	<u>SOD</u> SOD ALL AREAS DISTURBED BY CONSTRUCTION UNLESS INDICATED ON PLANS. COST FOR WATERING SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ROCK PICKING, FINISH GRADING, AND REWORK, INCLUDING REGRADING AND ADJUSTING GRADING, ARE CONSIDERED INCIDENTAL TO THIS ITEM. CONTRACTOR RESPONSIBLE FOR PROTECTING ALL SODDED AREAS THRU ESTABLISHMENT AND ACCEPTANCE. CONTRACTOR RESPONSIBLE FOR MOWING AND MAINTAINING SODDED AREAS UNTIL PROJECT IS ACCEPTED BY OWNER. SODDING OF AREAS OUTSIDE OF CONSTRUCTION LIMITS SHALL BE RESPONSIBILITY OF CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
26	9030-B	<u>PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, (5 CONT)</u> THIS ITEM INCLUDES LABOR, MATERIAL, AND EQUIPMENT TO FURNISH AND INSTALL SHRUBS AS INDICATED IN THE PLANS. PLANTINGS SHALL HAVE ONE YEAR WARRANTY FROM DATE OF FINAL ACCEPTANCE FOR ALL PLANTINGS IN THE PROJECT. ACCEPTANCE OF PLANT MATERIALS CONSTRUES FULL PAYMENT (MINUS ANY PROJECT RETAINAGE). INCLUDES ALL, BUT NOT LIMITED TO, WATERING, EXCAVATION, INSTALLATION, MULCHING, HERBICIDE, MAINTENANCE DURING ESTABLISHMENT PERIOD, AND WARRANTY AND REJECTION REPLACEMENTS.
27	9030-B	<u>PLANTS WITH WARRANTY, PERENNIAL GROUND COVER/ORNAMENTAL GRASS, (1 GAL)</u> THIS ITEM INCLUDES LABOR, MATERIAL, AND EQUIPMENT TO FURNISH AND INSTALL PERENNIALS AND ORNAMENTAL GRASSES AS INDICATED IN THE PLANS. PLANTINGS SHALL HAVE ONE YEAR WARRANTY FROM DATE OF FINAL ACCEPTANCE FOR ALL PLANTINGS IN THE PROJECT. ACCEPTANCE OF PLANT MATERIALS CONSTRUES FULL PAYMENT (MINUS ANY PROJECT RETAINAGE). INCLUDES ALL, BUT NOT LIMITED TO, WATERING, EXCAVATION, INSTALLATION, MULCHING, HERBICIDE, MAINTENANCE DURING ESTABLISHMENT PERIOD, AND WARRANTY AND REJECTION REPLACEMENTS.
28	9030-B	<u>PLANTS WITH WARRANTY, DECIDUOUS TREE, (2" CAL B&B)</u> THIS ITEM INCLUDES LABOR, MATERIAL, AND EQUIPMENT TO FURNISH AND INSTALL TREES AS INDICATED IN THE PLANS. PLANTINGS SHALL HAVE ONE YEAR WARRANTY FROM DATE OF FINAL ACCEPTANCE FOR ALL PLANTINGS IN THE PROJECT. ACCEPTANCE OF PLANT MATERIALS CONSTRUES FULL PAYMENT (MINUS ANY PROJECT RETAINAGE). INCLUDES ALL, BUT NOT LIMITED TO, WATERING BAG, AMENDED SOILS DELIVERY, EXCAVATION, INSTALLATION, MULCHING, HERBICIDE, MAINTENANCE DURING ESTABLISHMENT PERIOD, AND WARRANTY AND REJECTION REPLACEMENTS.
29	9040-A-1	<u>SWPPP PREPARATION</u> DEVELOPMENT OF A SWPPP BY THE CONTRACTOR MEETING LOCAL AND STATE AGENCY REQUIREMENTS, FILING THE REQUIRED PUBLIC NOTICES, FILING A NOTICE OF INTENT FOR COVERAGE OF THE PROJECT UNDER THE IOWA DNR NPDES GENERAL PERMIT NO. 2, AND PAYMENT OF ASSOCIATED NPDES PERMIT FEES.
30	9040-A-2	<u>SWPPP MANAGEMENT</u> THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, ALL WORK REQUIRED TO COMPLY WITH THE ADMINISTRATIVE PROVISIONS OF THE IOWA DNR NPDES GENERAL PERMIT NO.2; INCLUDING RECORD KEEPING, DOCUMENTATION, UPDATING THE SWPPP, FILING THE NOTICE OF DISCONTINUATION, ETC. ITEM ALSO INCLUDES WEEKLY INSPECTION REQUIRED TO SATISFY THE PROVISIONS OF GENERAL PERMIT NO. 2.
31	9040-D-1	<u>FILTER SOCK, 9 INCH</u>
32	9040-E	<u>TEMPORARY RECP, 2</u> THIS ITEM IS TO ESTABLISH A UNIT PRICE. THIS ITEM SHALL BE USED ONLY AS APPROVED BY ENGINEER. MAINTENANCE AND REMOVAL OF RECP SHALL BE INCIDENTAL TO THIS ITEM. IF APPROVED FOR USE, SODDING THE AREA AFTER USE SHALL BE PAID AS A SEPARATE ITEM.
33	9040-N-1	<u>SILT FENCE OR SILT FENCE DITCH CHECK</u> MAINTENANCE OF THIS ITEM SHALL BE INCIDENTAL.
34	9040-N-3	<u>SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE</u> REMOVAL OF SILT FENCE SHALL BE EXECUTED AFTER SEEDING IS ESTABLISHED OR AS DIRECTED BY ENGINEER.
35	9040-T-1	<u>INLET PROTECTION DEVICE, WATTLES</u> THIS ITEM SHALL INCLUDE ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO INSTALL, MAINTAIN, AND REMOVE WATTLES. THIS ITEM SHALL BE MEASURED AS 0.5 FOR INSTALLING, AND 0.5 FOR REMOVING.
36	9060-F	<u>TEMPORARY FENCE, CHAIN LINK, 60 INCH</u>
37	11020-A	<u>MOBILIZATION</u>

38	11050-A	<u>CONCRETE WASHOUT</u> CONTRACTOR TO PROVIDE AND MAINTAIN A TEMPORARY CONCRETE WASHOUT CONTAINMENT AREA LOCATED WITHIN THE PROJECT AREA. SEE CE SHEETS FOR POSSIBLE LOCATIONS FOR WASHOUT.
39	12010-X-X	<u>BIKE RACK</u>
40	12030-X-X	<u>ELECTRICAL CONDUIT, OPEN CUT, HDPE OR PVC, 2-INCH</u> INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR FURNISHING COMPLETE INSTALLATION OF ALL COMPONENTS FOR THE ELECTRICAL SYSTEMS AS INDICATED IN THE DRAWINGS. MEASUREMENT AND PAYMENT SHALL BE BY LUMP SUM FOR COMPLETE INSTALLATION OF THE ELECTRICAL SYSTEMS. ALL ELECTRICAL DEMOLITION, TRANSFORMERS/CABINETS, CONNECTIONS, PHOTOCELLS, CONDUIT, WIRE, HANDHOUSING BREAKERS, DUPLEX RECEPTACLES, TRENCHING, EXCAVATIONS, BACKFILL, CONNECTION INTO EXISTING ELECTRICAL SYSTEM, AND COORDINATION WITH MIDAMERICAN ARE CONSIDERED INCIDENTAL TO THIS ITEM.
41	12040-X-X	<u>FLAG POLE</u> THIS ITEM INCLUDES ALL MATERIALS, LABOR, FLAG LIGHT, CONNECTION INTO EXISTING ELECTRICAL SYSTEM, AND EQUIPMENT NECESSARY FOR FURNISHING, AND COMPLETE INSTALLATION OF THE FLAG PER MANUFACTURER REQUIREMENTS.
42	12050-X-X	<u>STONE SEATWALL</u> STONE SEATWALL AS INDICATED ON THE PLANS, COMPLETE-IN-PLACE WILL BE MEASURED AND PAID AS PER TON OF SEATWALL STONE INSTALLED COMPLETE. UNIT BID PRICE SHALL INCLUDE, BUT NOT LIMITED TO, FURNISH AND INSTALL OF ALL ITEMS NECESSARY TO COMPLETE SEATWALL COMPLETE INCLUDING OVER-EXCAVATION, MODIFIED SUBBASE, DELIVERY AND DRY PLACEMENT OF CUSTOM-QUARRIED STONE BLOCKS, MINOR ON-SITE SHAPING TO ENSURE FIT OF STONES, AND BACKFILLING OF STONE BLOCKS.
43	12060-X-X	<u>BOLLARD LIGHTING</u> THIS ITEM INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR FURNISHING, AND COMPLETE INSTALLATION OF BOLLARD LIGHTING PER MANUFACTURER REQUIREMENTS.
44	12070-X-X	<u>EVENT POWER (50 AMP)</u> INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR FURNISHING COMPLETE INSTALLATION OF ALL COMPONENTS FOR THE ELECTRICAL SYSTEMS AS INDICATED IN THE DRAWINGS.
45	12080-X-X	<u>BOARDWALK, CONCRETE PIERS</u> THIS ITEM INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION OF REINFORCED CONCRETE PIERS PER MANUFACTURER REQUIREMENTS/SHOP DRAWINGS. ENGINEERING AND DESIGN OF THE PIER FOUNDATIONS SHALL BE COMPLETED BY THE MANUFACTURER. INCIDENTAL TO THIS ITEM IS EXCAVATION FOR CONCRETE PIER FOOTINGS, CONSTRUCTION FORMS, REINFORCING, ANCHOR BOLTS, GRANULAR BACKFILL AND COMPACTION, AND MANUFACTURER'S STRUCTURAL ENGINEERING FEES AS NECESSARY.
46	12090-X-X	<u>BOARDWALK, CONCRETE ABUTMENTS</u>
47	12090-X-X	<u>BOARDWALK, TREX OR APPROVED EQUAL</u> A. ITEM SHALL INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR FURNISHING AND COMPLETE INSTALLATION OF ALL COMPONENTS OF THE BOARDWALK AS INDICATED IN THE PLANS, MANUFACTURER REQUIREMENTS, AND SHOP DRAWINGS. SEE SHEET T.01 FOR LOCATION AND SHEET B.07 FOR DETAILS. INCIDENTAL TO THIS ITEM ARE ALL BASE PREP, COMPONENTS OF THE FOOTING SYSTEMS (DIAMOND OR HELICAL PIERS) AND FULL FABRICATION AND ASSEMBLY OF BOARDWALK. THIS ITEM WILL BE MEASURED AND PAID FOR ON A LUMP SUM BASIS. B. CONTACTOR SHALL SUBMIT SIGNED AND SEALED DRAWING FOR FOOTING FOUNDATION DESIGN. DESIGN SHALL INCORPORATE 100 YEAR FLOOD FLOWS IN ADDITION TO NORMAL FOUNDATION DESIGN CRITERA.
48	12090-999-X	<u>CONCRETE WHEEL STOPS</u> THIS ITEM SHALL INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT TO FURNISH AND INSTALL A CONCRETE WHEEL STOP. PRODUCT SHALL EXISTING CONCRETE WHEEL STOPS IN LIBRARY PARKING LOT OR APPROVED EQUAL. SUBMITTAL REQUIRED.
49	12090-999-X	<u>GUARDRAIL</u>
50	12090-999-X	<u>DEWATERING</u>

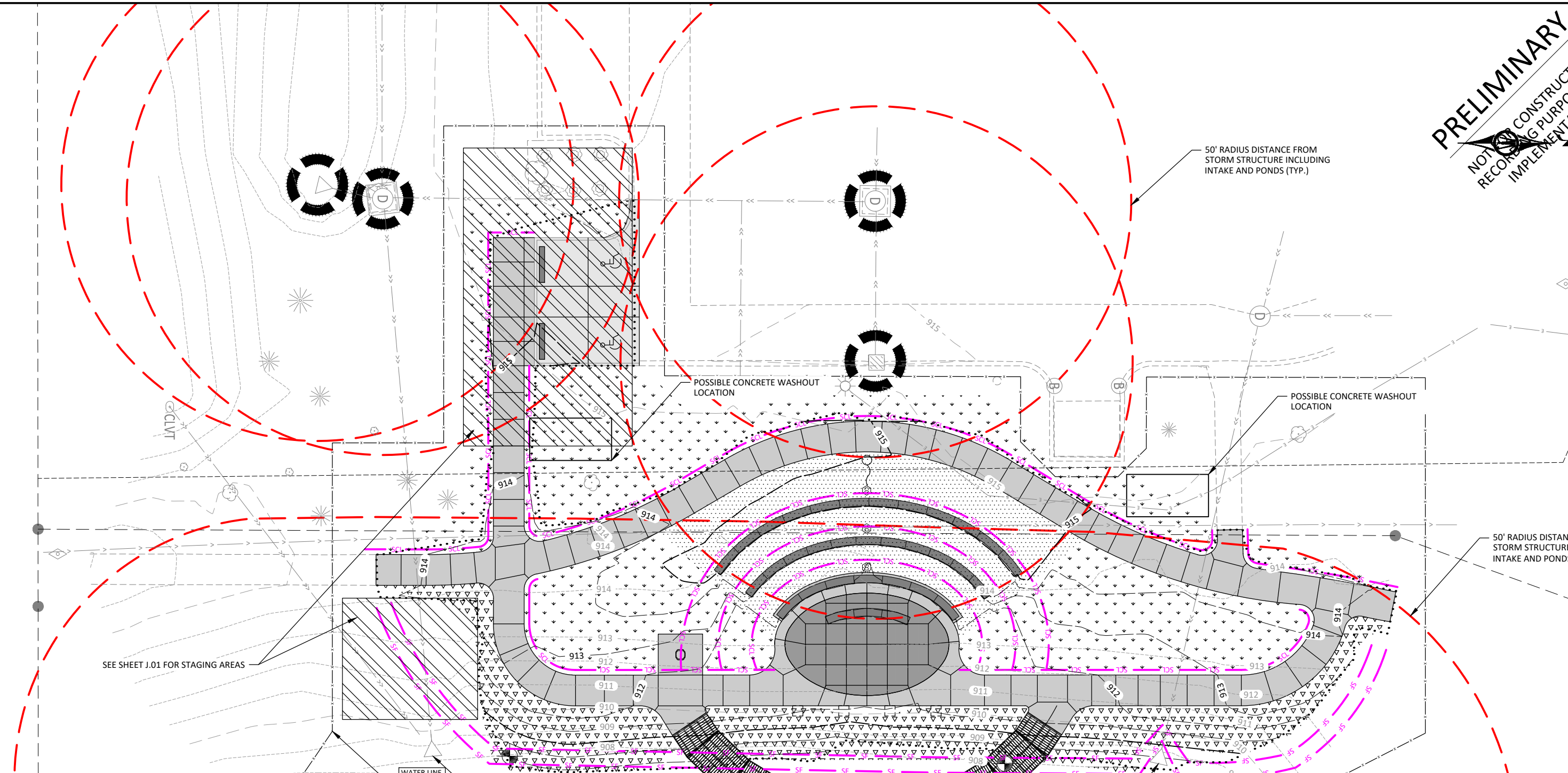
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ESTIMATE REFERENCE NOTES

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C.02

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SEE SHEET J.01 FOR STAGING AREAS

WATER LINE

STORMWATER DISCHARGE POINT

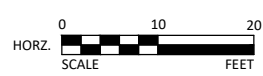
SEE SHEET J.01 FOR FENCING

NOTE:
CONCRETE WASHOUT SHALL NOT BE WITHIN 50' OF ANY STORM STRUCTURE INCLUDING BUT NOT LIMITED TO INTAKES AND POOLS. CONTRACTOR TO VERIFY DISTANCE IN FIELD.

NOTE:
EROSION CONTROL BEST MANAGEMENT PRACTICES (BMPs) AS SHOWN ON THIS PLAN SHEET ARE RECOMMENDATIONS. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNING, INSTALLING, AND MODIFYING BMPs AS NECESSARY TO PREVENT ILLICIT DISCHARGE FROM THE PROJECT SITE.

EROSION CONTROL LEGEND

	SCL	SEDIMENT CONTROL LOG/FILTER SOCK		SOD
	SF	SILT FENCE		RECP AS APPROVED BY ENGINEER. SOD AFTER
		MAJOR CONTOUR - EXISTING		SEED MIX TYPE 2 (UNITED SEED SUPER TURF 2)
		MINOR CONTOUR - EXISTING		
		MAJOR CONTOUR - PROPOSED		
		MINOR CONTOUR - PROPOSED		
		INLET PROTECTION DEVICE		



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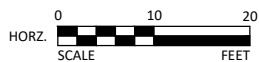
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EROSION CONTROL

SHEET
CE.01

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PLAN VIEW

SHEET
D.01

1. GENERAL NOTES:

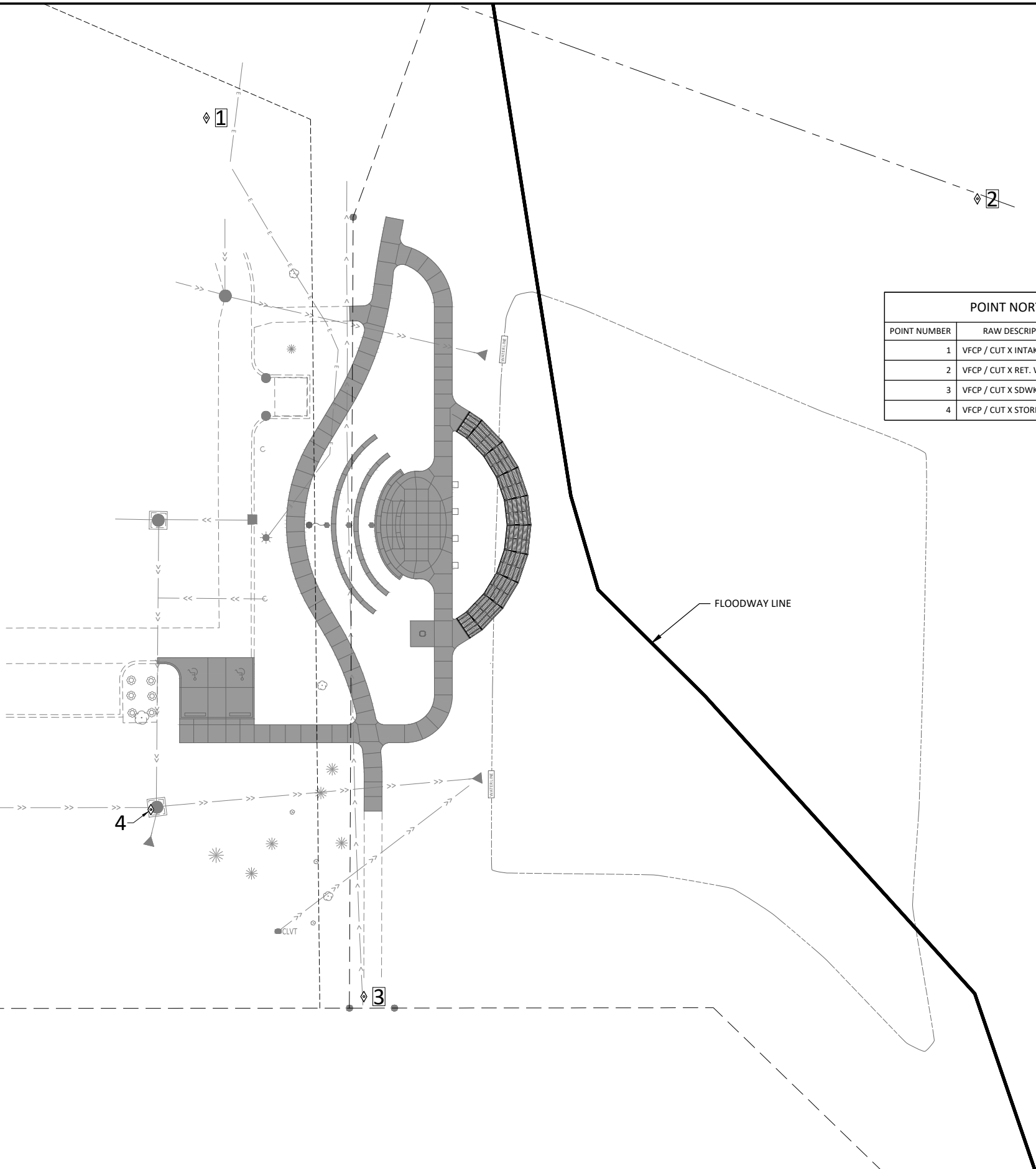
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATION (SUDAS) FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL BY THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING, SIGNING, AND RETURNING THE PRECONSTRUCTION PACKAGE TO THE DEVELOPMENT SERVICES DEPARTMENT PRIOR TO THE START OF CONSTRUCTION.
- ALL PERMITS (IDNR, NPDES, IDOT, ARMY CORPS, ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
- PROVIDE THE CITY OF GRIMES WITH RECORD DRAWINGS (AS-BUILT) OF ALL IMPROVEMENTS AND EASEMENTS PER CITY COMMERCIAL AS-BUILT POLICY.
- THE RECORD DRAWINGS SHOULD INCLUDE A CERTIFICATE 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 SHOWN.
- RECORD DRAWINGS TO INCLUDE ONE ELECTRONIC FILE IN .DWG AND .PDF FILE EXTENSIONS.
- 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.
- A KNOX BOX IS REQUIRED BY THE FIRE DEPARTMENT.
- ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHTS-OF-WAY.
- PROVIDE A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS (UTILITY, PAVING, SUBGRADE) WITH AN ITEMIZED COST BREAKDOWN.
- 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.

PAVEMENT LEGEND

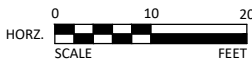
- 6" PCC SIDEWALK
- PARKING LOT PAVEMENT
- 6" COLORED CONCRETE

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POINT NORTHING/EASTING DATA				
POINT NUMBER	RAW DESCRIPTION	ELEVATION	NORTH	EAST
1	VFCP / CUT X INTAKE GPS	914.806	7528706.92	18479282.14
2	VFCP / CUT X RET. WALL GPS	918.079	7528679.79	18479540.38
3	VFCP / CUT X SDWK GPS	917.345	7528412.52	18479334.85
4	VFCP / CUT X STORM MH GPS	915.567	7528475.15	18479263.52



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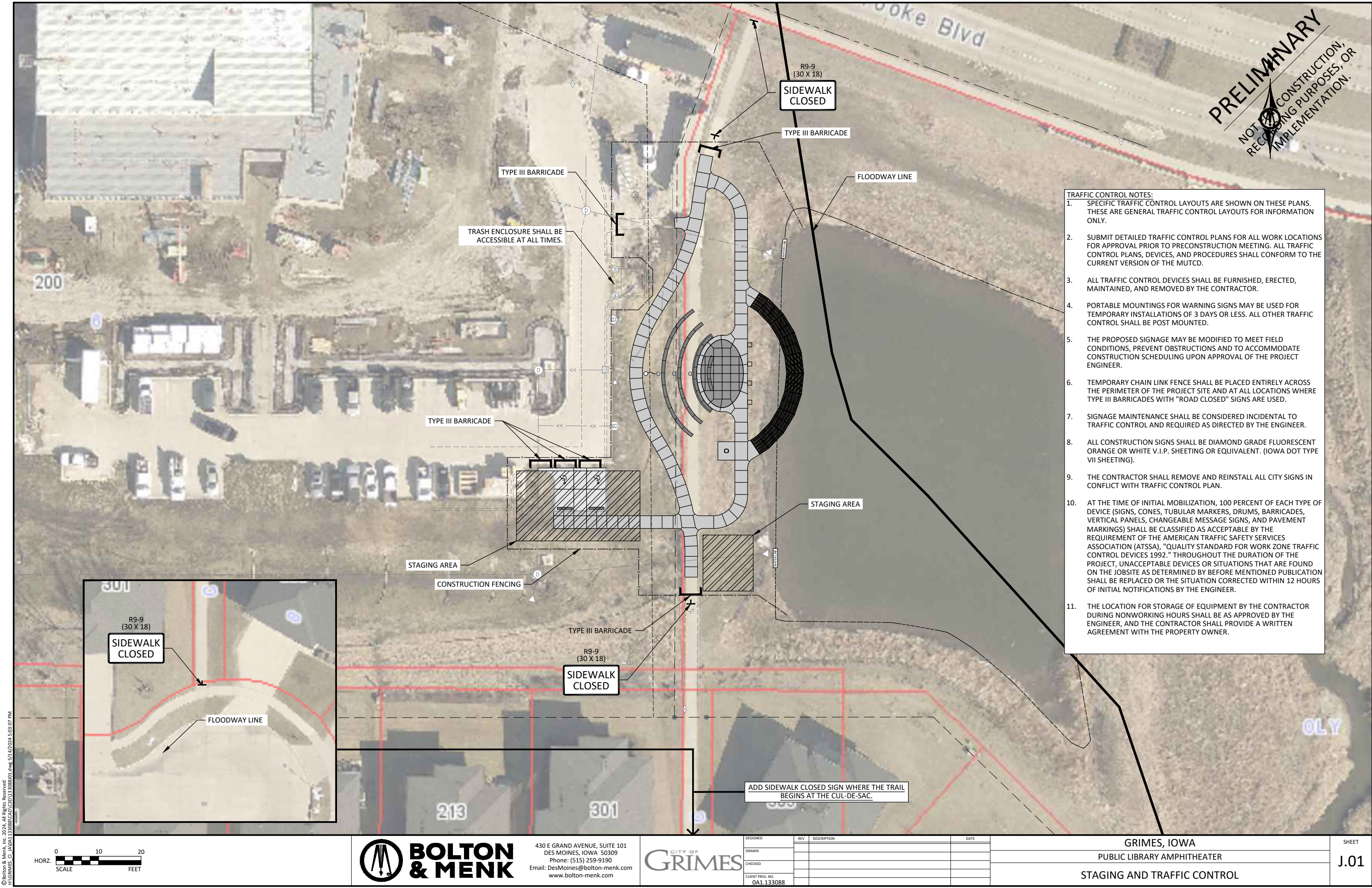
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REFERENCES & BENCHMARKS

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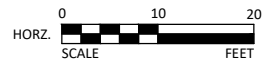
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- TRAFFIC CONTROL NOTES:**
1. SPECIFIC TRAFFIC CONTROL LAYOUTS ARE SHOWN ON THESE PLANS. THESE ARE GENERAL TRAFFIC CONTROL LAYOUTS FOR INFORMATION ONLY.
 2. SUBMIT DETAILED TRAFFIC CONTROL PLANS FOR ALL WORK LOCATIONS FOR APPROVAL PRIOR TO PRECONSTRUCTION MEETING. ALL TRAFFIC CONTROL PLANS, DEVICES, AND PROCEDURES SHALL CONFORM TO THE CURRENT VERSION OF THE MUTCD.
 3. ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
 4. PORTABLE MOUNTINGS FOR WARNING SIGNS MAY BE USED FOR TEMPORARY INSTALLATIONS OF 3 DAYS OR LESS. ALL OTHER TRAFFIC CONTROL SHALL BE POST MOUNTED.
 5. THE PROPOSED SIGNAGE MAY BE MODIFIED TO MEET FIELD CONDITIONS, PREVENT OBSTRUCTIONS AND TO ACCOMMODATE CONSTRUCTION SCHEDULING UPON APPROVAL OF THE PROJECT ENGINEER.
 6. TEMPORARY CHAIN LINK FENCE SHALL BE PLACED ENTIRELY ACROSS THE PERIMETER OF THE PROJECT SITE AND AT ALL LOCATIONS WHERE TYPE III BARRICADES WITH "ROAD CLOSED" SIGNS ARE USED.
 7. SIGNAGE MAINTENANCE SHALL BE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL AND REQUIRED AS DIRECTED BY THE ENGINEER.
 8. ALL CONSTRUCTION SIGNS SHALL BE DIAMOND GRADE FLUORESCENT ORANGE OR WHITE V.I.P. SHEETING OR EQUIVALENT. (IOWA DOT TYPE VII SHEETING).
 9. THE CONTRACTOR SHALL REMOVE AND REINSTALL ALL CITY SIGNS IN CONFLICT WITH TRAFFIC CONTROL PLAN.
 10. AT THE TIME OF INITIAL MOBILIZATION, 100 PERCENT OF EACH TYPE OF DEVICE (SIGNS, CONES, TUBULAR MARKERS, DRUMS, BARRICADES, VERTICAL PANELS, CHANGEABLE MESSAGE SIGNS, AND PAVEMENT MARKINGS) SHALL BE CLASSIFIED AS ACCEPTABLE BY THE REQUIREMENT OF THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), "QUALITY STANDARD FOR WORK ZONE TRAFFIC CONTROL DEVICES 1992." THROUGHOUT THE DURATION OF THE PROJECT, UNACCEPTABLE DEVICES OR SITUATIONS THAT ARE FOUND ON THE JOBSITE AS DETERMINED BY BEFORE MENTIONED PUBLICATION SHALL BE REPLACED OR THE SITUATION CORRECTED WITHIN 12 HOURS OF INITIAL NOTIFICATIONS BY THE ENGINEER.
 11. THE LOCATION FOR STORAGE OF EQUIPMENT BY THE CONTRACTOR DURING NONWORKING HOURS SHALL BE AS APPROVED BY THE ENGINEER, AND THE CONTRACTOR SHALL PROVIDE A WRITTEN AGREEMENT WITH THE PROPERTY OWNER.



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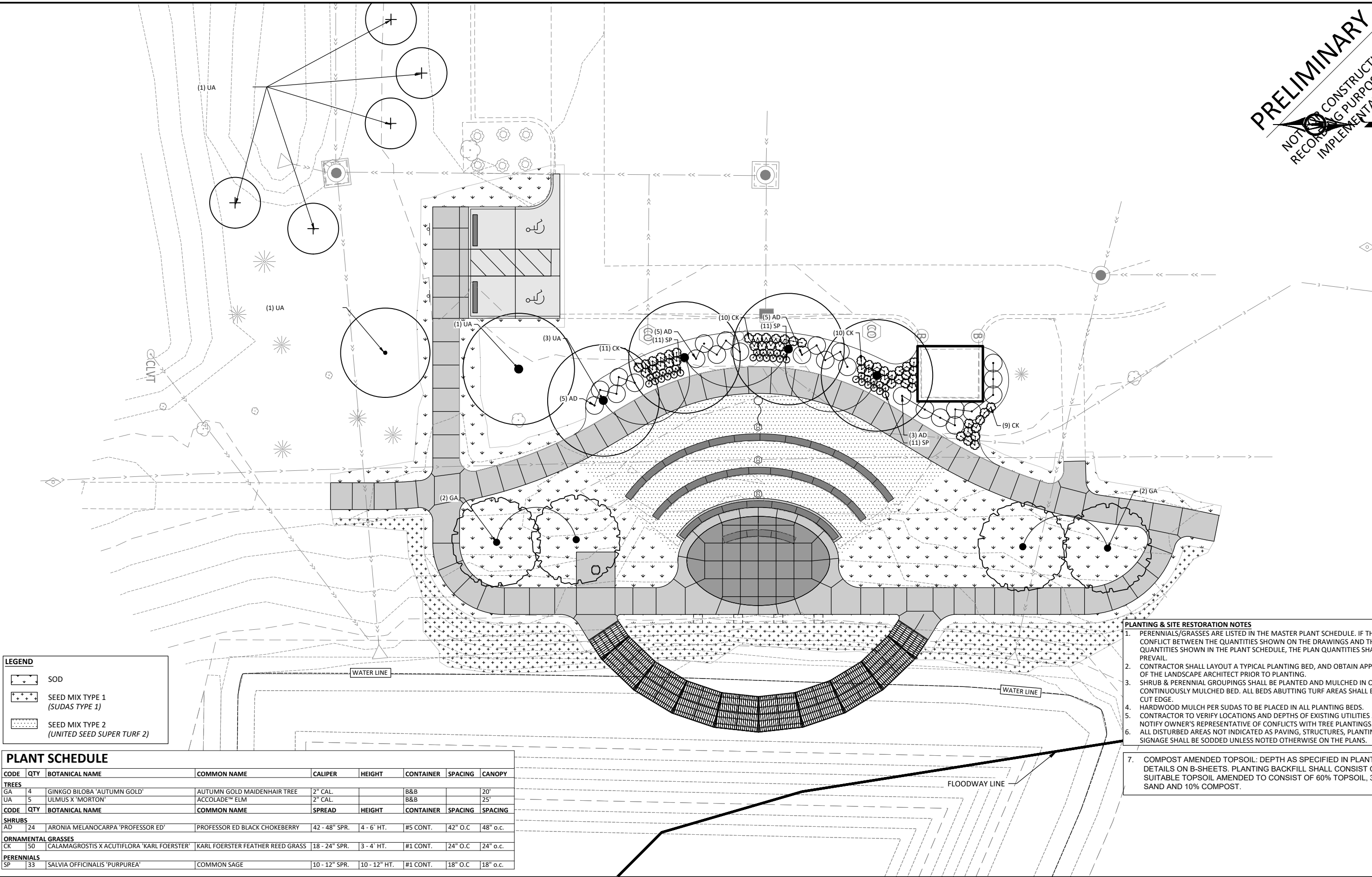
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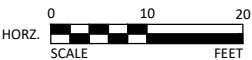
SEED MIX TYPE 1
(SUDAS TYPE 1)

SEED MIX TYPE 2
(UNITED SEED SUPER TURF 2)

PLANT SCHEDULE								
CODE	QTY	BOTANICAL NAME	COMMON NAME	CALIPER	HEIGHT	CONTAINER	SPACING	CANOPY
TREES								
GA	4	GINKGO BILOBA 'AUTUMN GOLD'	AUTUMN GOLD MAIDENHAIR TREE	2" CAL.		B&B		20'
UA	5	ULMUS X 'MORTON'	ACCOLADE™ ELM	2" CAL.		B&B		25'
CODE	QTY	BOTANICAL NAME	COMMON NAME	SPREAD	HEIGHT	CONTAINER	SPACING	SPACING
SHRUBS								
AD	24	ARONIA MELANOCARPA 'PROFESSOR ED'	PROFESSOR ED BLACK CHOKEBERRY	42 - 48" SPR.	4 - 6' HT.	#5 CONT.	42" O.C	48" o.c.
ORNAMENTAL GRASSES								
CK	50	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	18 - 24" SPR.	3 - 4' HT.	#1 CONT.	24" O.C	24" o.c.
PERENNIALS								
SP	33	SALVIA OFFICINALIS 'PURPUREA'	COMMON SAGE	10 - 12" SPR.	10 - 12" HT.	#1 CONT.	18" O.C	18" o.c.

- PLANTING & SITE RESTORATION NOTES**
- PERENNIALS/GRASSES ARE LISTED IN THE MASTER PLANT SCHEDULE. IF THERE IS A CONFLICT BETWEEN THE QUANTITIES SHOWN ON THE DRAWINGS AND THE QUANTITIES SHOWN IN THE PLANT SCHEDULE, THE PLAN QUANTITIES SHALL PREVAIL.
 - CONTRACTOR SHALL LAYOUT A TYPICAL PLANTING BED, AND OBTAIN APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO PLANTING.
 - SHRUB & PERENNIAL GROUPINGS SHALL BE PLANTED AND MULCHED IN ONE CONTINUOUSLY MULCHED BED. ALL BEDS ABUTTING TURF AREAS SHALL BE SPADE CUT EDGE.
 - HARDWOOD MULCH PER SUDAS TO BE PLACED IN ALL PLANTING BEDS.
 - CONTRACTOR TO VERIFY LOCATIONS AND DEPTHS OF EXISTING UTILITIES AND NOTIFY OWNER'S REPRESENTATIVE OF CONFLICTS WITH TREE PLANTINGS.
 - ALL DISTURBED AREAS NOT INDICATED AS PAVING, STRUCTURES, PLANTINGS, OR SIGNAGE SHALL BE SODDED UNLESS NOTED OTHERWISE ON THE PLANS.
 - COMPOST AMENDED TOPSOIL: DEPTH AS SPECIFIED IN PLANTING DETAILS ON B-SHEETS. PLANTING BACKFILL SHALL CONSIST OF SUITABLE TOPSOIL AMENDED TO CONSIST OF 60% TOPSOIL, 30% SAND AND 10% COMPOST.

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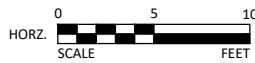
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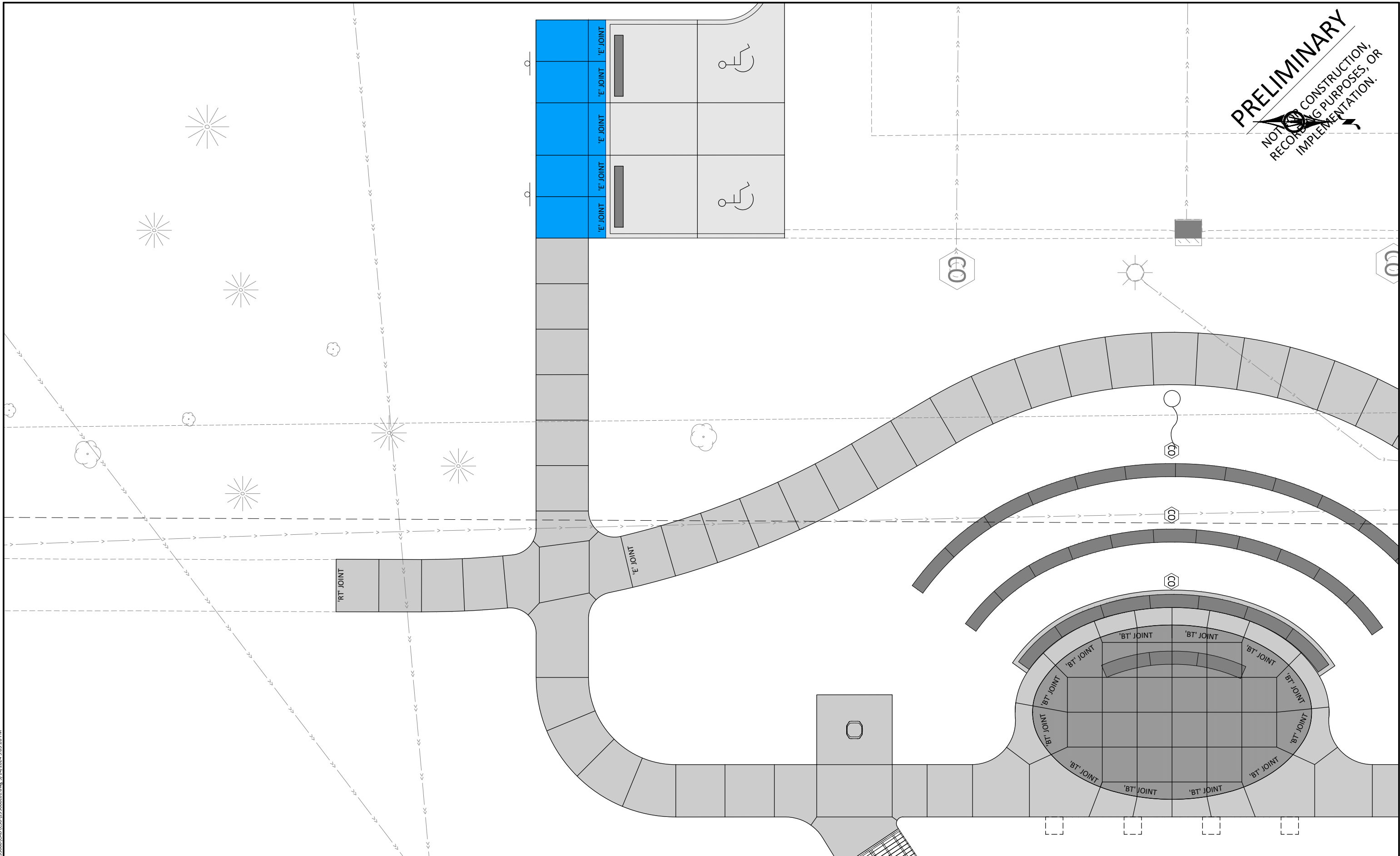
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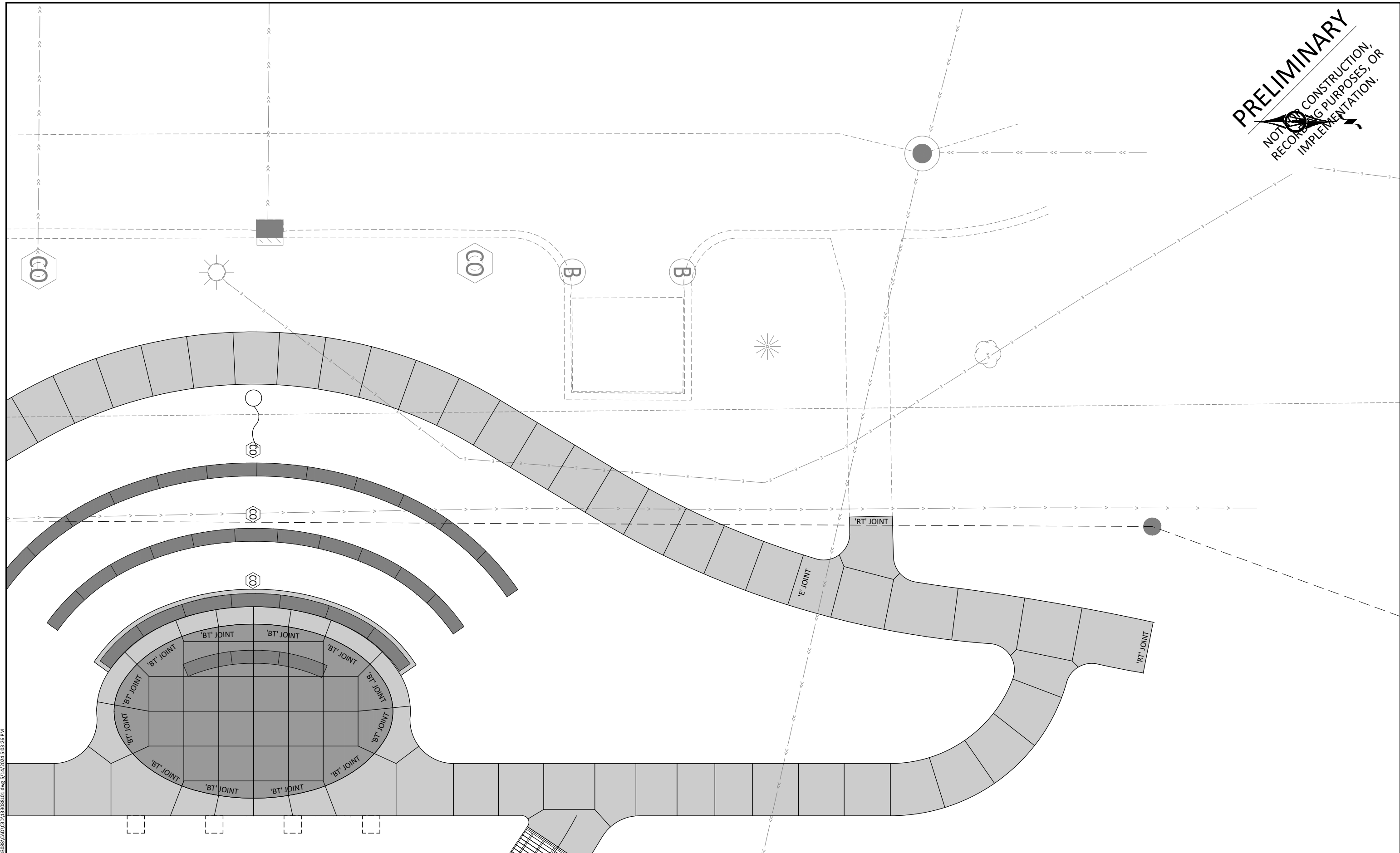
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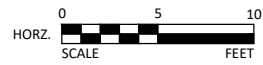
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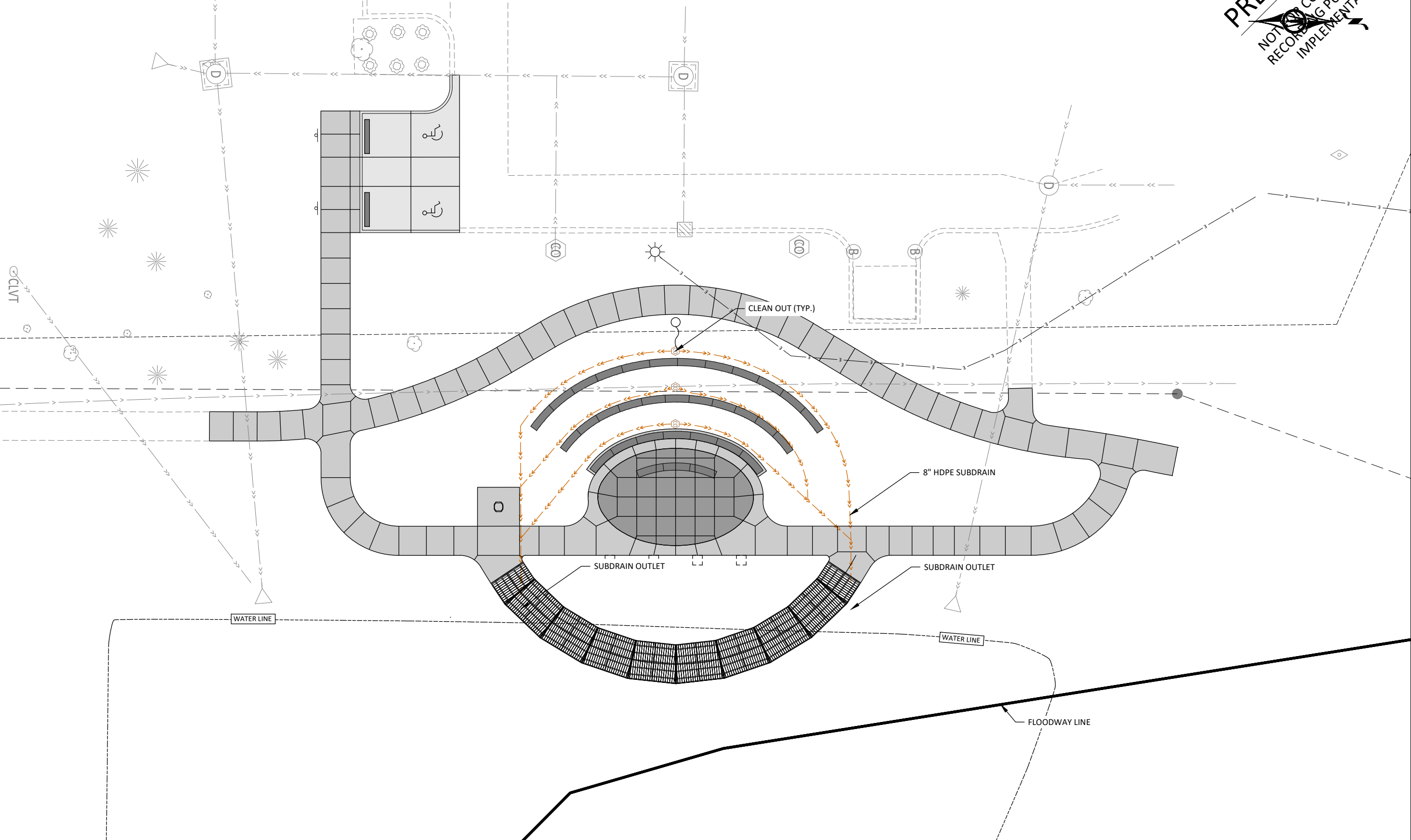


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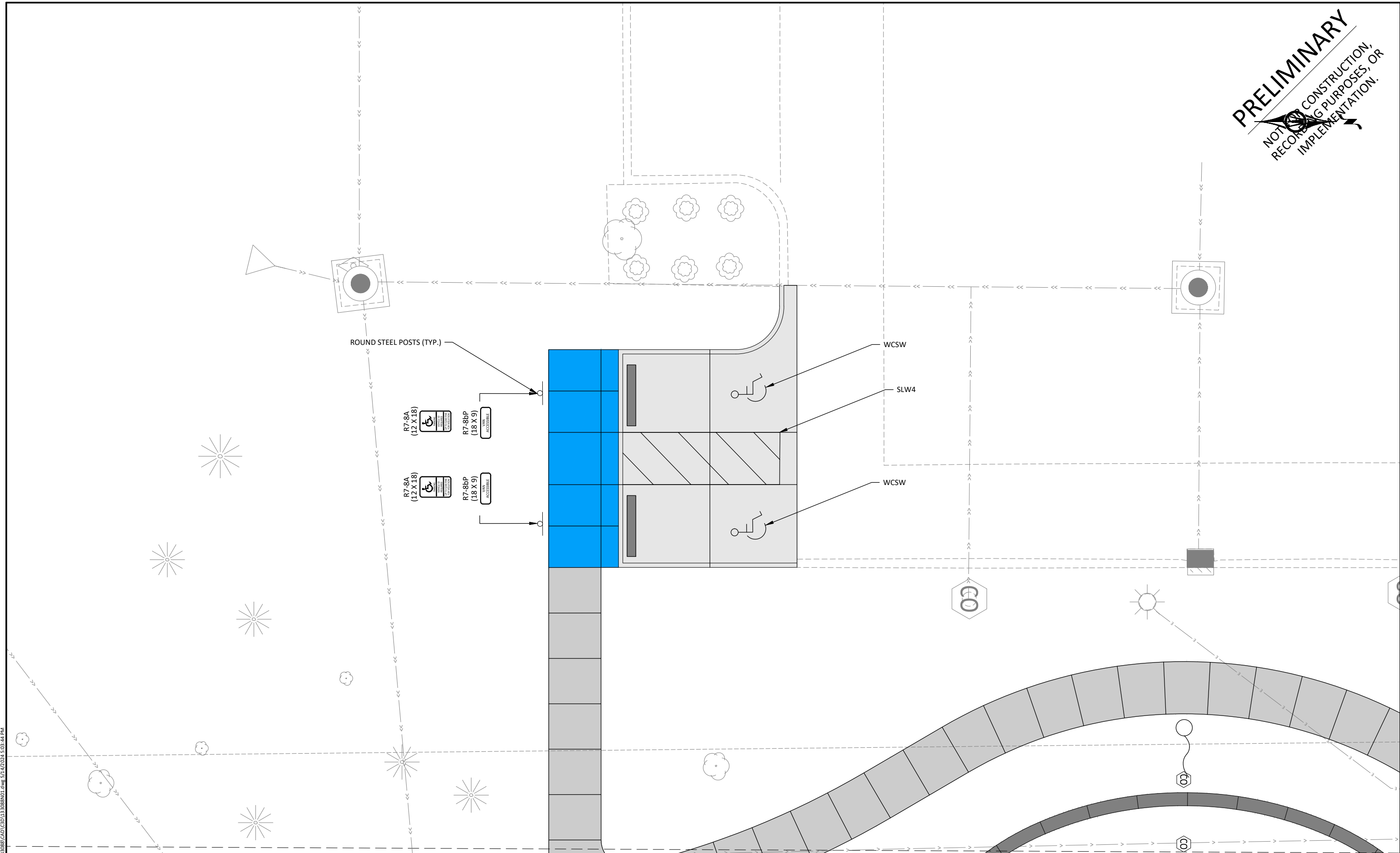


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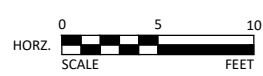
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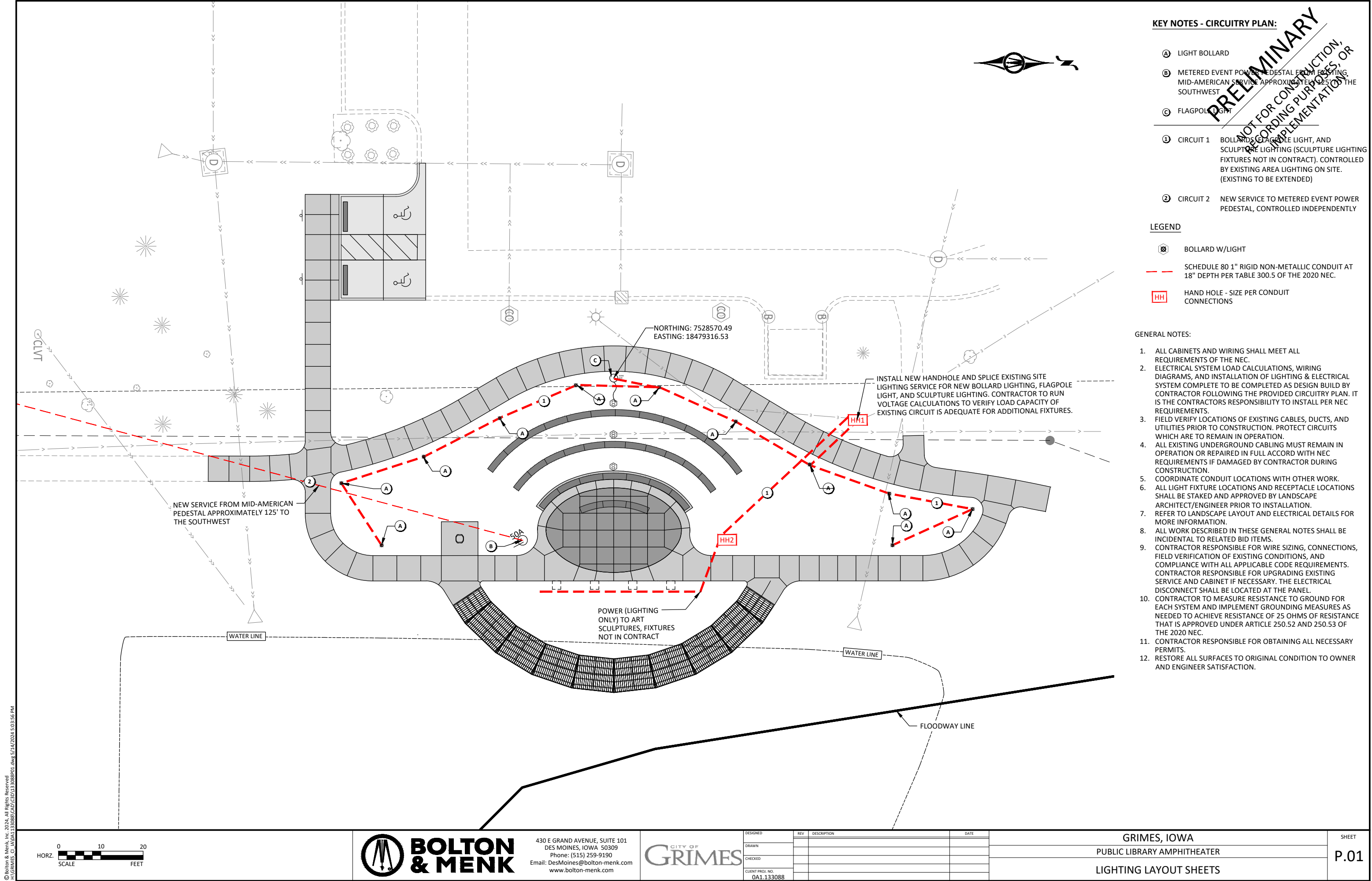
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KEY NOTES - CIRCUITRY PLAN:

- A LIGHT BOLLARD
 - B METERED EVENT POWER PEDESTAL FROM EXISTING MID-AMERICAN SERVICE APPROXIMATELY 125' TO THE SOUTHWEST
 - C FLAGPOLE LIGHT
- 1 CIRCUIT 1 BOLLARDS, FLAGPOLE LIGHT, AND SCULPTURE LIGHTING (SCULPTURE LIGHTING FIXTURES NOT IN CONTRACT). CONTROLLED BY EXISTING AREA LIGHTING ON SITE. (EXISTING TO BE EXTENDED)
- 2 CIRCUIT 2 NEW SERVICE TO METERED EVENT POWER PEDESTAL, CONTROLLED INDEPENDENTLY

LEGEND

- BOLLARD W/LIGHT
- SCHEDULE 80 1" RIGID NON-METALLIC CONDUIT AT 18" DEPTH PER TABLE 300.5 OF THE 2020 NEC.
- HAND HOLE - SIZE PER CONDUIT CONNECTIONS

GENERAL NOTES:

- ALL CABINETS AND WIRING SHALL MEET ALL REQUIREMENTS OF THE NEC.
- ELECTRICAL SYSTEM LOAD CALCULATIONS, WIRING DIAGRAMS, AND INSTALLATION OF LIGHTING & ELECTRICAL SYSTEM COMPLETE TO BE COMPLETED AS DESIGN BUILD BY CONTRACTOR FOLLOWING THE PROVIDED CIRCUITRY PLAN. IT IS THE CONTRACTORS RESPONSIBILITY TO INSTALL PER NEC REQUIREMENTS.
- FIELD VERIFY LOCATIONS OF EXISTING CABLES, DUCTS, AND UTILITIES PRIOR TO CONSTRUCTION. PROTECT CIRCUITS WHICH ARE TO REMAIN IN OPERATION.
- ALL EXISTING UNDERGROUND CABLING MUST REMAIN IN OPERATION OR REPAIRED IN FULL ACCORD WITH NEC REQUIREMENTS IF DAMAGED BY CONTRACTOR DURING CONSTRUCTION.
- COORDINATE CONDUIT LOCATIONS WITH OTHER WORK.
- ALL LIGHT FIXTURE LOCATIONS AND RECEPTACLE LOCATIONS SHALL BE STAKED AND APPROVED BY LANDSCAPE ARCHITECT/ENGINEER PRIOR TO INSTALLATION.
- REFER TO LANDSCAPE LAYOUT AND ELECTRICAL DETAILS FOR MORE INFORMATION.
- ALL WORK DESCRIBED IN THESE GENERAL NOTES SHALL BE INCIDENTAL TO RELATED BID ITEMS.
- CONTRACTOR RESPONSIBLE FOR WIRE SIZING, CONNECTIONS, FIELD VERIFICATION OF EXISTING CONDITIONS, AND COMPLIANCE WITH ALL APPLICABLE CODE REQUIREMENTS. CONTRACTOR RESPONSIBLE FOR UPGRADING EXISTING SERVICE AND CABINET IF NECESSARY. THE ELECTRICAL DISCONNECT SHALL BE LOCATED AT THE PANEL.
- CONTRACTOR TO MEASURE RESISTANCE TO GROUND FOR EACH SYSTEM AND IMPLEMENT GROUNDING MEASURES AS NEEDED TO ACHIEVE RESISTANCE OF 25 OHMS OF RESISTANCE THAT IS APPROVED UNDER ARTICLE 250.52 AND 250.53 OF THE 2020 NEC.
- CONTRACTOR RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
- RESTORE ALL SURFACES TO ORIGINAL CONDITION TO OWNER AND ENGINEER SATISFACTION.

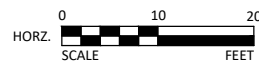
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- REMOVAL NOTES**
1. FIELD VERIFY ALL UTILITIES PRIOR TO REMOVALS. IF THE CONTRACTOR DETERMINES THAT FIELD CONDITIONS DIFFER FROM INFORMATION PROVIDED, THEY SHALL CEASE CONSTRUCTION ACTIVITIES AND CONTACT THE ENGINEER FOR DIRECTION.
 2. SAW PAVEMENT FULL DEPTH AND IN STRAIGHT LINE (WHEN POSSIBLE) TO PROVIDE A UNIFORM EDGE.
 3. PROTECT ALL EXISTING FEATURES NOT DESIGNATED FOR REMOVAL ALL IN GRADE UTILITY BOXES AND HANDHOLES SHALL BE COORDINATED WITH THE UTILITY PROVIDER TO BE PROTECTED OR TEMPORARILY REMOVED AND REPLACED AND/OR ADJUSTED TO NEW FINISHED GRADES.
 4. UNLESS NOTED OTHERWISE, ALL DEMOLISHED AND/OR REMOVED ITEMS SHALL BE HAULED COMPLETELY AWAY FROM THE SITE AND LEGALLY DISPOSED OF BY THE CONTRACTOR.
 5. ALL VOIDS REMAINING AFTER THE REMOVAL OF PIPE, MANHOLES AND INLET STRUCTURES SHALL BE FILLED AND RECOMPACTED PER IOWA DOT STANDARDS.

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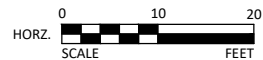
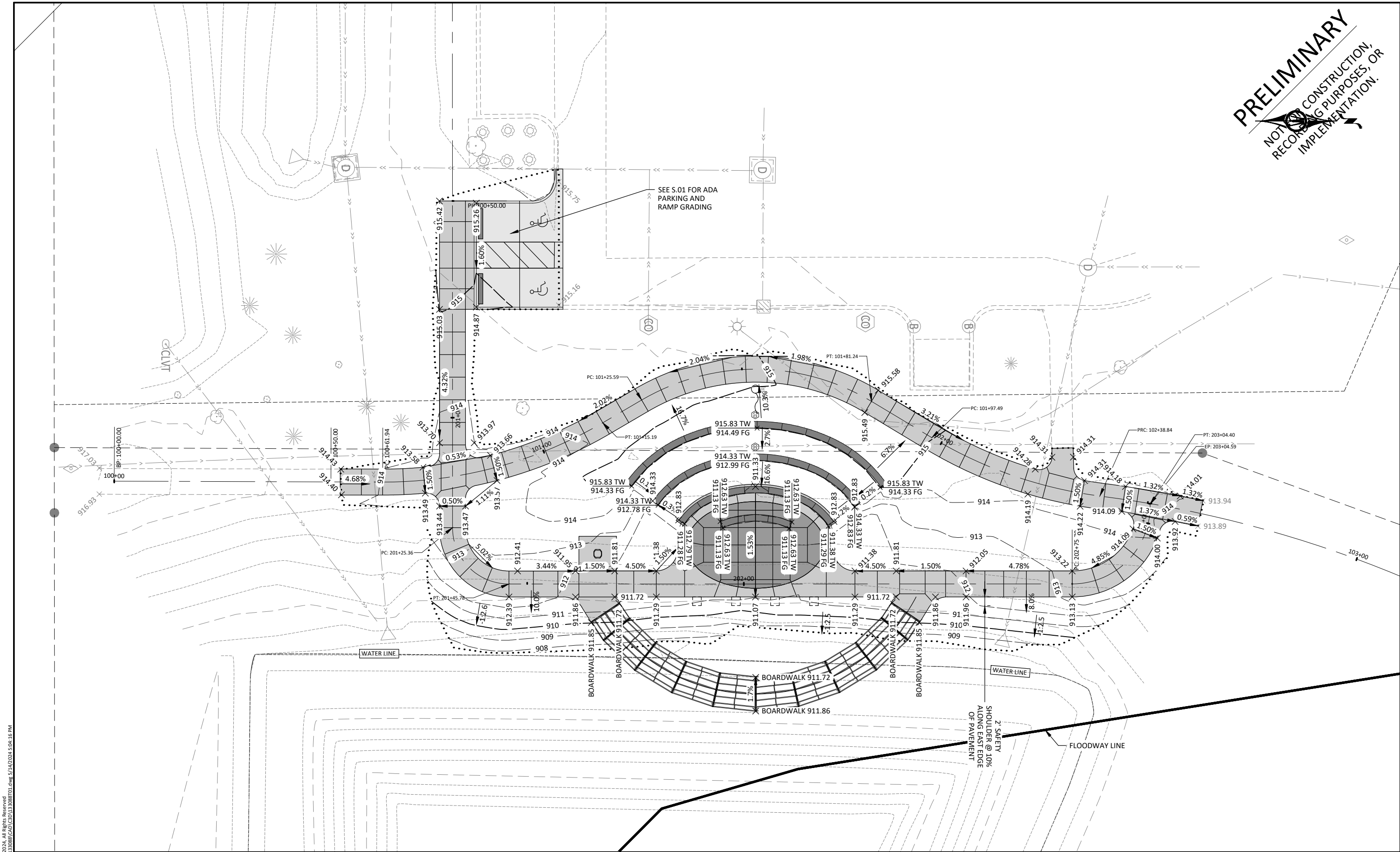
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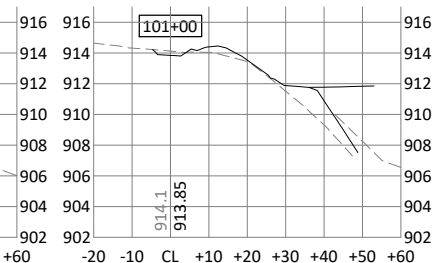
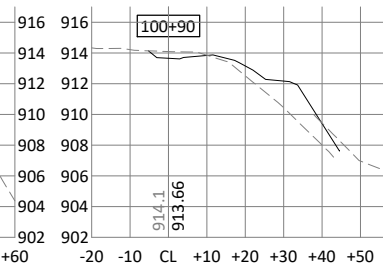
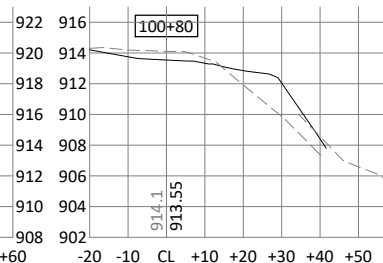
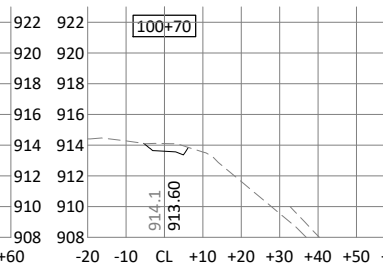
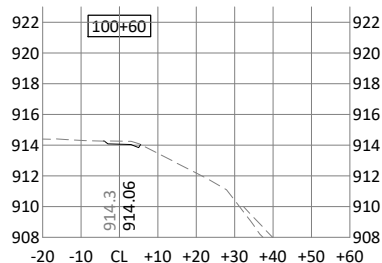
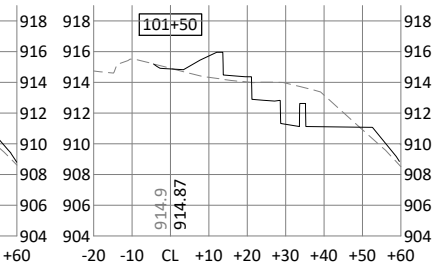
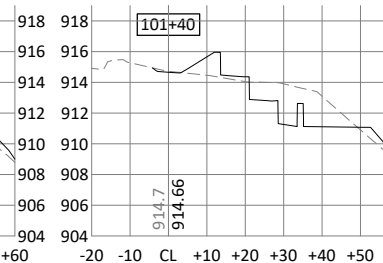
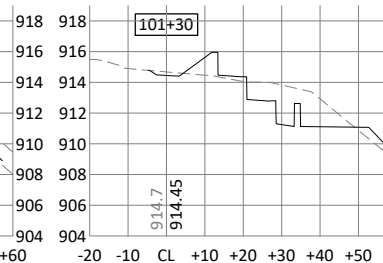
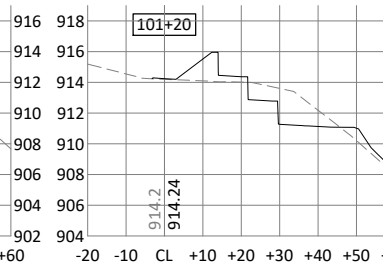
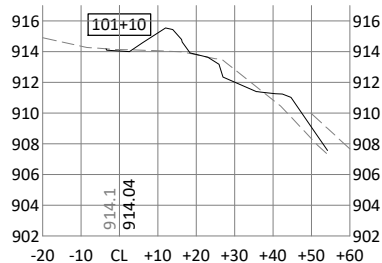
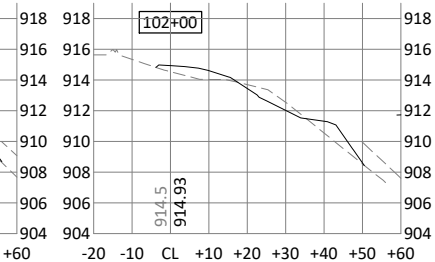
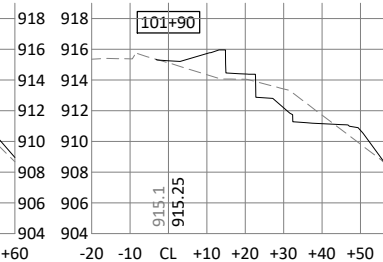
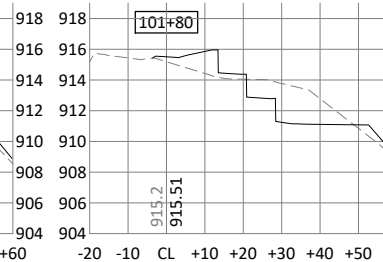
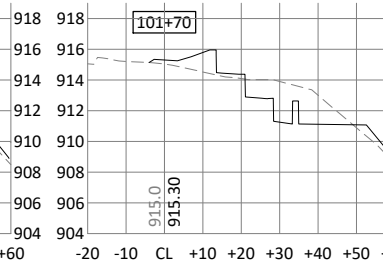
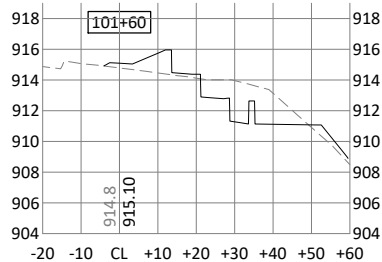
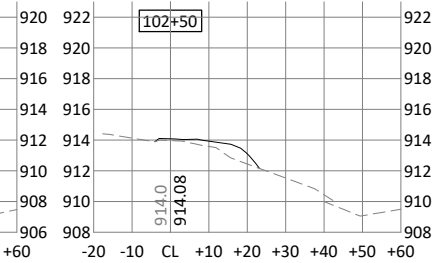
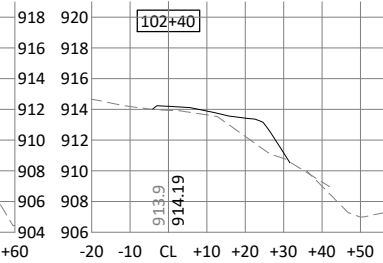
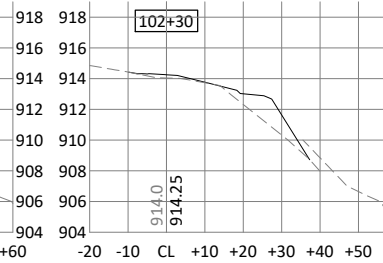
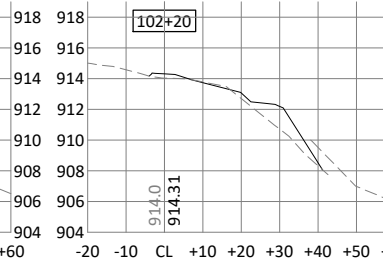
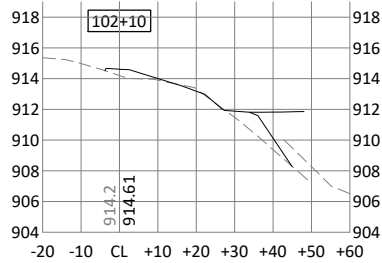
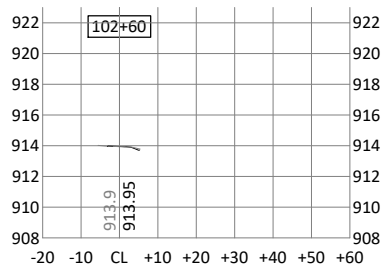


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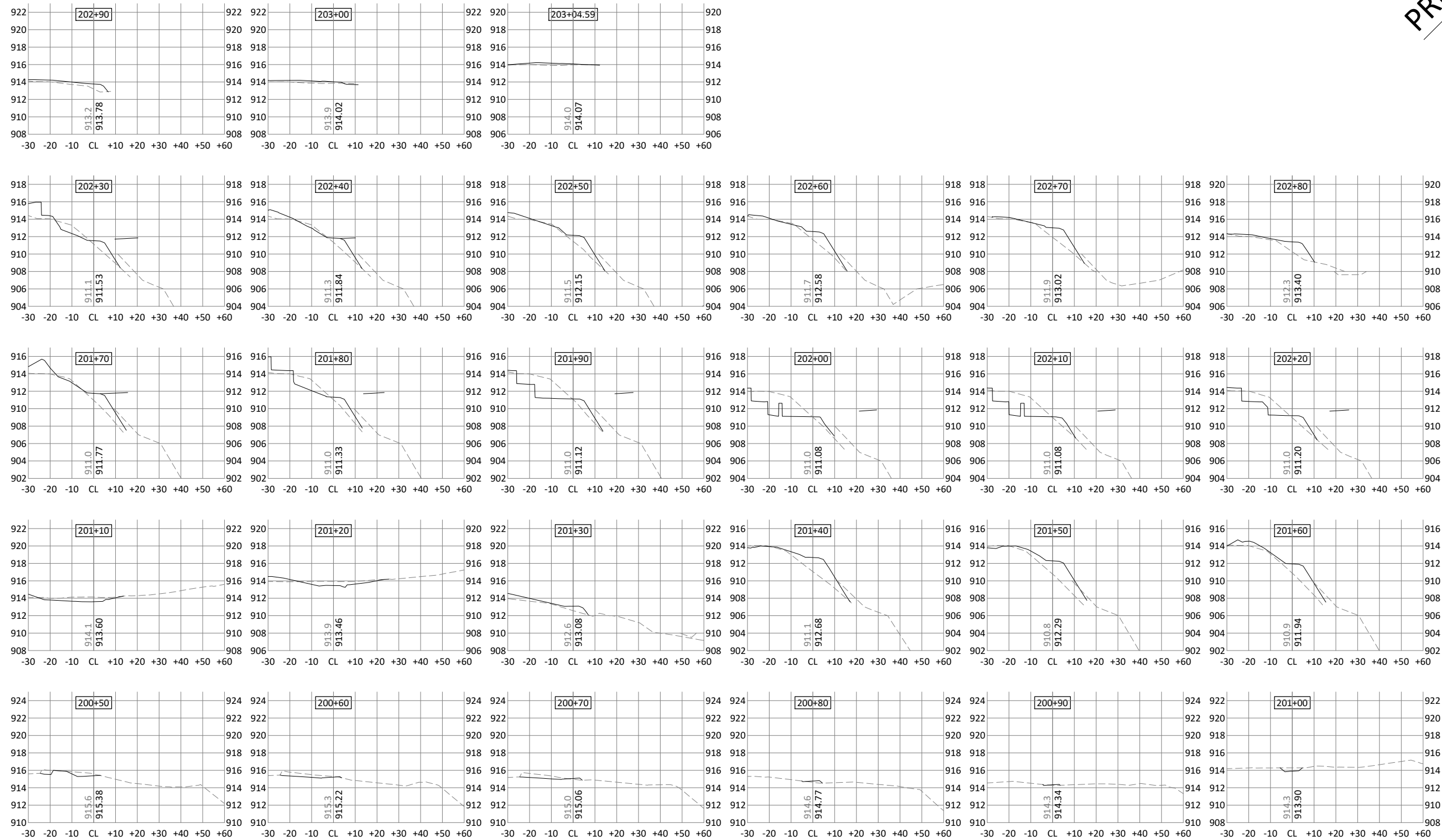
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CITY COUNCIL COMMUNICATION
Meeting Date: 5/28/2024

AGENDA ITEM: Resolution To Purchase the Assets from Gould Heights Water Company, a/k/a Gould Heights Water Service, Inc., an Iowa Corporation

BACKGROUND: The City of Grimes has provided water in bulk to Gould Heights Water Company (Gould Heights) for several decades. This water is distributed by Gould Heights primarily to Grimes residents. Grimes engaged Raftelis to provide valuation consulting expertise to the City regarding the Gould Heights distribution system. Upon recommendations from Raftelis, the City moved forward into preliminary negotiations with Gould Heights Water Company a/k/a Gould Heights Water Service, Inc. These negotiations resulted in a letter of Intent to Purchase Assets dated February 5, 2024. The letter of intent was signed by Tom Thorpe on February 15, 2024, and approved by Council on February 27, 2024. City Staff and the City Attorney drafted the attached purchase agreement after performing a due diligence investigation. The City will take possession of the Gould Heights assets on July 9, 2024.

BUDGETARY CONSIDERATIONS: The purchase price will be a total of \$3,600,000 payable in two installments. The first is due on July 9, 2024, and the second is due on July 9, 2025.

STRATEGIC PLANNING:

Prioritized: X YES ____NO

*High-Performing Organization/Exceptional 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: The project was included in the FY25 budget which was approved by Council on April 23, 2024, and Council approved the Letter of Intent to Purchase Agreement on February 27, 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 05-5324 TO PURCHASE ASSETS FROM GOULD HEIGHTS WATER
DEVELOPMENT CO., A/K/A GOULD HEIGHTS WATER SERVICE, INC.

Grimes Resolution No. 05-5324

WHEREAS, the City of Grimes (City) has provided water in bulk for a number of years to Gould Heights Water Development Company, a/k/a Gould Heights Water Service, Inc. (Gould Heights), which in turn supplies this water primarily to City residents;

WHEREAS, the City has engaged the services of Raftelis, a management consulting firm, to conduct a comprehensive system valuation report for Gould Heights distribution system and customer base; and

WHEREAS, the City, recognizing the importance of providing quality city services, including clean water, to City residents in the Gould Heights area, and deems it in the City's best interests to acquire this asset; and

WHEREAS, Grimes has engaged in a due diligence investigation and collaborative negotiations have occurred between the City and Gould Heights that have resulted in the attached Purchase Agreement and Consulting Agreement; and

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

1. The attached Purchase Agreement and Consulting Agreement (Agreements) and their essential terms are hereby approved;
2. That the City Administrator is empowered to negotiate the closing and/or effective dates for the Agreements, and any modifications to the non-essential terms of the Agreements, and report any changes to the Mayor prior to final execution of the Agreements;
3. The Mayor and City Clerk are duly authorized to affix their signatures to the final Purchase Agreement and Consulting Agreement on behalf of the City of Grimes.

PASSED and APPROVED on May 28, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, City Clerk

RESOLUTION TO PURCHASE ASSETS FROM GOULD HEIGHTS WATER DEVELOPMENT CO., A/K/A GOULD
HEIGHTS WATER SERVICE, INC.

Grimes Resolution No. _____

WHEREAS, the City of Grimes (City) has provided water in bulk for a number of years to Gould Heights Water Development Company, a/k/a Gould Heights Water Service, Inc. (Gould Heights), which in turn supplies this water primarily to City residents;

WHEREAS, the City has engaged the services of Raftelis, a management consulting firm, to conduct a comprehensive system valuation report for Gould Heights distribution system and customer base; and

WHEREAS, the City, recognizing the importance of providing quality city services, including clean water, to City residents in the Gould Heights area, and deems it in the City's best interests to acquire this asset; and

WHEREAS, Grimes has engaged in a due diligence investigation and collaborative negotiations have occurred between the City and Gould Heights that have resulted in the attached Purchase Agreement and Consulting Agreement; and

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

1. The attached Purchase Agreement and Consulting Agreement (Agreements) and their essential terms are hereby approved;
2. That the City Administrator is empowered to negotiate the closing and/or effective dates for the Agreements, and any modifications to the non-essential terms of the Agreements, and report any changes to the Mayor prior to final execution of the Agreements;
3. The Mayor and City Clerk are duly authorized to affix their signatures to the final Purchase Agreement and Consulting Agreement on behalf of the City of Grimes.

PASSED and APPROVED on May _____, 2024.

Scott Mikkelsen, Mayor

Attested:

Jake Anderson, Acting City Clerk

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into on this ____ day of May, 2024 (the "Effective Date") by and between Gould Heights Water Company, a/k/a Gould Heights Water Service, Inc., an Iowa corporation; ("Sellers") and the City of Grimes, an Iowa municipal corporation (the "City"). In consideration of and in reliance upon the terms, covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and the City agree as follows:

1. **Purchase and Sale.** Seller is the owner of the "Gould Heights Water District", which currently supplies water to consumers within the City Limits of Grimes, and other areas (the "Water District"), in Polk County, Iowa. Subject to and upon the terms and conditions set forth herein, Seller hereby agrees to sell to the City, and the City hereby agrees to buy from Seller, the Water District, including the following described interests in property (all of which are hereinafter collectively referred to as the "Assets"):

- (a) All real property/infrastructure assets of Seller used in or relating to the operations of the Water District including all real estate, plants, and assignment of any and all easements; and all other tangible personal property of every kind and description situated in, on, over and under the Water District or used in connection therewith, in which Seller has an interest, including, without limitation, any and all supplies, equipment, inventory, and all other similar or related goods or items, together with all replacements and substitutions therefor, including those items specifically identified on ***Exhibit A***, attached hereto (the "Tangible Property"); and
- (b) All intangible assets of every kind and description used in connection with the operation of the Water District, in which Seller has an interest, including but not limited to customer, vendor, distributor and supplier lists, records and databases (past and current), trade secrets, confidential or proprietary information and all other customer, vendor, distributor or supplier information, together with all replacements and substitutions therefor, and the other intangible personal property now or hereafter owned by Seller or in which Seller has an interest, and used in connection with the Water District or any part thereof, including, without limitation, all certificates of occupancy, permits, licenses, approvals of governmental authorities, claims, and choses in action, (together with the Assumed Contracts hereinafter identified, collectively, the "Intangible Property"); and
- (c) All right, title and interest of Seller in and to any leases and existing contracts for the sale of water to customers within the Water District, including those items specifically identified on ***Exhibit B*** attached hereto (the "Assumed Contracts").
- (d) Notwithstanding the foregoing, the items described on ***Exhibit C***, attached hereto and incorporated herein, are not included in the sale pursuant to this Agreement. Except as otherwise expressly set forth in this Agreement, the City does not assume any duties, liabilities, responsibilities, debts, payables, costs, accounts payable, loans, expenses or obligations of any kind or nature whatsoever of Seller. Seller will timely and fully satisfy all such unassumed duties, liabilities, responsibilities, debts, payables, costs, expenses and obligations as they become due, and Seller shall indemnify, defend and hold the City harmless therefrom. Should the City receive payment on any of Seller's accounts receivable post-closing, the City shall forward such payments received by it which are payments for said account receivables within 10 business days of receipt.

2. **Purchase Price.** The Purchase Price for the Assets shall be \$3,600,000.00 (the "Purchase Price"). The Purchase Price (adjusted to reflect the adjustments and prorations to be made as set forth in this Agreement), shall be paid by the City to Seller in cash, by cashier's check, or by wire transfer of immediately available funds for the account of Sellers and to such account as Sellers shall designate in writing, as follows:

- (a) \$1,800,000.00, payable July 9, 2024, or such other date as mutually agreed upon by the parties (the "Possession Date")
- (b) \$1,800,000.00, payable on July 9, 2025 (the "Closing Date").

3. **Prorations and Adjustments.**

- (a) Seller shall pay all of the real estate taxes that are liens on the Assets for prior years, and all those due and payable in the fiscal year in which the Possession Date occurs. All real estate taxes for the fiscal year in which the Possession Date occurs, due and payable in the following fiscal year, shall be prorated between Seller and the City as of the Possession Date, based upon the most recent assessment and levy rate.
- (b) Seller shall be responsible for, and shall timely pay, any sales, use, transfer or other taxes arising out of or payable with respect to the sale and transfer of the Assets pursuant to this Agreement. If any such taxes are not determinable at or prior to the Possession Date or the City otherwise so elects, Seller shall pay all such taxes to the applicable authority when and as the taxes are due and payable.
- (c) Seller shall pay all special assessments that are a lien on the Assets as of the Possession Date. Any preliminary or deficiency assessment that cannot be discharged by payment shall be paid through an escrow account with sufficient funds to pay such liens when payable with any unused funds returned to Seller.
- (d) Seller shall pay all outstanding and unpaid bills and invoices relating to the Assets which are incurred by Seller prior to the Possession Date.
- (e) The City shall assume all operation of the Water District as of the Possession Date. All subsequent real estate taxes, special assessments and charges shall be paid by the City, to the extent that the City is obligated to pay such charges as a municipal corporation.

4. **Due Diligence.**

- (a) The City shall have, at its sole cost and expense, until the Possession Date to inspect and review the Assets (including conducting such soil tests, environmental tests, surveys, and other engineering and feasibility tests and studies as it determines appropriate, itself and/or with the assistance of others), to determine, in its sole discretion, that the Assets are in sound condition, suitable for the purposes for which the City intends to use the Assets and meets the reasonable criteria and expectations of the City.
- (b) Seller shall cooperate with the City and make available to the City without warranty all documents in Seller's possession with regard to the operation of the Assets including site plans, drawings, engineering plans or architectural plans, environmental studies or investigations and reports, geotechnical reports, covenants or restrictions, easements, leases, and any other reports or documents in Seller's possession and that may assist the City in evaluating the Assets for purchase.
- (c) Seller shall continue to provide the City with access to the Assets and Seller's financial statements, books, records, reports, files, properties, contracts, assets and other information pertaining to Seller, the Water District or the Assets as may be requested by the City for the purpose of permitting the City to investigate and review the financial condition, business, status, properties and assets and the titles thereto, litigation and other matters relating to Seller, the Water District or the Assets, including historical water sales and current accounts receivables, assets and liabilities. Seller will assist the City and the City's designated representatives in the City's activities, investigations, reviews and inquiries. Among other matters, the City shall be permitted to (i) inspect the Intangible Property; (ii) inspect the Tangible Property, including with respect to the quality and condition thereof, environmental matters and access, ingress and egress; and (iii) review all agreements and documents necessary to determine and identify the Assumed Contracts. Seller shall promptly advise the City in writing of any changes to the condition of the Assets promptly give to the City copies of any written notices which Seller receives concerning the Assets.

5. **Conditions Precedent to Closing.** The parties' respective obligations to perform their part of this Agreement on the Possession Date and the Closing Date is conditioned upon the fulfillment or waiver of each of the following events on or before the date specified:

- (a) Commencing at the Effective Date and until the Possession Date, Seller shall not permit any act of waste or act that would tend to diminish the value of the Assets for any reason, except that caused by ordinary wear and tear. Without limiting the foregoing, Seller shall not:
- a. incur any obligation or liability, absolute or contingent, except current liabilities incurred, and obligations under contracts entered into, in the normal and ordinary course of the operation of the Water District, consistent with past practices;
 - b. execute, grant or suffer any encumbrance whatsoever upon any of the Assets;
 - c. effect any sale, transfer, encumbrance or other disposition whatsoever of any assets or properties that are included in the Assets;
 - d. enter into any agreement or transaction or series of related or unrelated transactions other than in the normal and ordinary course of the Water District, consistent with past practices;
 - e. modify, cancel or amend, or take or omit to take any action that may be a breach or nonfulfillment of, or a default under, any of the Assumed Contracts;
- (b) Seller also covenants and agrees that Seller will, from the date of this Agreement through the Possession Date:
- a. carry on the operations of the Water District in the usual, regular and ordinary course, consistent with good business practices and with past practices and the terms of this Agreement;
 - b. maintain the Assets in existing operating repair and maintain levels of inventory and supplies in accordance with past practices;
 - c. pay and discharge as they become due all costs and expenses of carrying on Seller's operations of the Water District and of maintaining and operating Seller's assets and properties, and pay and discharge any such costs and expenses which at the date hereof are past due, unless contested in good faith, and pay all liabilities and obligations existing as of the Possession Date;
 - d. comply with all of the terms and conditions of the Assumed Contracts and this Agreement;
 - e. maintain in effect all insurance policies with respect to the Water District and the Assets, with coverage consistent with past practices through the Possession Date; and
 - f. maintain Seller's books, accounts and records in accordance with, and in a manner consistent with, past practices and this Agreement.
- (c) Except as expressly assumed by the City in writing, the Closing shall be conditioned upon the termination or assignment without further liability of Seller's obligations under all leases, contracts, and agreements pertaining to or affecting the Assets at the Closing. Before the Closing Date, to the extent the any lease or contract to be assumed by City requires consent to any assignment, such party shall have consented to the assignment to the City on terms and conditions acceptable to the City.
- (d) The City shall be satisfied, in its sole discretion, with the information it obtains as a result of the City's activities, reviews, inquiries and inspections pursuant to Section 2 or as may be otherwise conducted or engaged in by the City or its representatives in connection with this Agreement or the transactions contemplated hereby.
- (e) Seller shall, if requested by the City, cooperate with the City in the preparation of a letter to be forwarded to any or all of the customers, vendors, distributors and/or suppliers of Seller and the Water District and in the preparation of a mutually agreeable news release announcing the sale of the Assets contemplated by this Agreement.
- (f) All representations and warranties of Seller in this Agreement and the agreements, documents and instruments contemplated hereby shall be true, correct and complete on the Possession Date and the Closing Date, and Seller shall have performed and complied with all covenants, agreements and conditions contained in this Agreement required to be performed or complied with by them prior to or at the Closing. Seller shall not take or omit to take any action at any time between the date hereof and the Closing Date that shall cause any of their representations or warranties to be untrue, incorrect or incomplete at any time on or before the Closing Date.

5. **Sellers' Representations and Warranties.** Seller represent and warrant to the City that:

- (a) Seller is a corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority, and holds and possesses all licenses, permits, qualifications, and governmental approvals necessary to own its property (including the Assets) and carry on the business of the Water District.
- (b) Seller has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. No consent, approval or authorization of, or any filings with, any governmental or other regulatory authority or any other person are necessary or appropriate, whether before or after the Closing, in order to authorize, or otherwise due to or arising from, the execution, delivery or performance of this Agreement.
- (c) There is no litigation, suit, action, proceeding, claim, counterclaim, demand or governmental investigation pending, or threatened, or any set of facts or other basis known by Seller, against Seller that, individually or in the aggregate, may have a materially adverse effect upon (i) any of the Assets, (ii) the Water District; (iii) the execution and performance of this Agreement.
- (d) There are no unpaid charges, debts, liabilities, claims or obligations of Seller or arising from the Water District or the ownership, operation, maintenance or repair of the Assets that could give rise to any mechanics', materialmen's or other constitutional, statutory, regulatory or other lien against any of the Assets, Water District or any part thereof or for which Seller, the Water District, or any of the Assets could otherwise be responsible or liable.
- (e) Seller has complied in all material respects with, and has not violated in any material way, any law, rule, regulation or order applicable to the Water District, or the ownership, lease, possession, use or operation of any of the Assets, including all foreign, federal, state or local laws, rules, regulations or orders in any way related to licensing or permits, employment, the environment (including air, water or land) or hazardous or toxic substances. Without limiting the generality of the foregoing, Seller has obtained and holds all active licenses, permits, consents or authorizations required by any foreign, federal, state or local governmental or regulatory authority with respect to the Water District and the Assets, and Seller is not in breach or nonfulfillment of, or default thereof.
- (f) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and therefore is exempt from the withholding requirements thereof;
- (g) To Seller's knowledge, there is no current or pending default under any contract or agreement relating to the use or operation of the Water District. Seller shall, upon request of the City, provide estoppels confirming that Seller is in compliance with the terms of the Assumed Contracts;
- (h) To the knowledge of Seller, the Assets contain no underground storage tanks and is not contaminated with, or threatened with contamination by any Hazardous Substances, nor has the Seller used any portion of the Assets as a landfill or dumpsite, or for the storage of Hazardous Substances and the Assets are not subject to any local, state or federal administrative action, investigation or order with regard to any environmental laws, regulations or ordinances. The term "Hazardous Substances" shall mean any substances defined as hazardous substances in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §96019657, as amended, or as defined in any similar state law or ordinance; and
- (i) All of the representations, warranties, covenants and agreements of the parties to this Agreement and in the agreements, documents or instruments contemplated hereby or delivered pursuant hereto or in connection with this Agreement or the transactions contemplated hereby or thereby, shall survive the Closing and the execution and/or delivery of this Agreement and such other agreements, documents and instruments, and shall remain in full force and effect regardless of the Closing, and they shall be fully enforceable at law or in equity.

6. **Closing; Possession and Title.**

- (a) Time, Date and Location. The closing (the "Closing") of the purchase and sale of the Assets shall be held on July 9, 2025 in the offices of Whitfield & Eddy PLC, or at such other date, time or place as may be mutually agreed by the parties (the "Closing Date").

- (b) Deliveries at Closing. The purchase and sale of the Assets contemplated by this Agreement shall be closed by Seller's delivery to the City of full possession of the Assets on the Possession Date, including properly executed conveyance documents conveying title to the Assets to the City subject only to Permitted Encumbrances (as defined below), and assignment of all easements and any Assumed Contracts to the City, in exchange for the City's payment of the Purchase Price for the Assets, together with the parties' execution and delivery all such other agreements, certificates, instruments, or documents as shall be necessary and proper, including, without limitation, a properly executed Bill of Sale, assignments of easements, leases, and contracts, and such other documents as counsel for either party may require subject to approval by counsel for the other party, to consummate the transactions contemplated by and otherwise to give effect to the purpose and intent of this Agreement.
- (c) On the Possession Date, Thomas W. Thorpe, President of Seller, and the City shall enter into a Consulting Agreement, a copy of which is attached hereto as ***Exhibit D***, and incorporated herein by this reference.
- (d) Closing Costs. At the Closing, Sellers shall pay (1) all fees and expenses of Seller's attorneys, (2) initial abstracting, any additional abstracting due to any act or omission of Seller, and title correction costs, (3) any transfer or conveyance fees or taxes, and (4) all other costs and expenses actually incurred by Seller. The City shall pay (1) the recording fees for the conveyance documents, (2) all fees and expenses of the the City's attorneys, (3) any costs relating to the City's investigations of the Assets, and (4) any other costs and expenses actually incurred by the City.
- (e) Seller shall, from time to time after the Closing, at the request and expense of the City and without further consideration, execute and deliver such other instruments of sale, assignment, conveyance and transfer and take all such other actions as the City may reasonably request to more effectively sell, assign, convey and transfer to and vest in the City good and marketable title to and possession and control of the Assets and the Water District, and to otherwise more fully effectuate the intent and purposes of this Agreement and the agreements, documents and instruments contemplated hereby.

7. **Title.**

- (a) Conveyance of Title. Seller shall sell, assign, transfer and convey all of the Assets to the City free and clear of all liens, restrictions on transferability, reservations, financing statements, security interests, mortgages, deeds of trust, easements, leases (other than any leases as may be included in the Assumed Contracts), licenses, tax liens, charges, contracts of sale, mechanic's, materialmen's or other statutory or regulatory liens, and any and all other liens, encumbrances, claims, demands, reservations and restrictions of any type or nature whatsoever, except for: (a) taxes and assessments payable by the City subsequent to the Closing; (b) any easements, restrictions, protective covenants, public roads, and public rights of way of record acceptable to the City; (c) current subdivision or zoning regulations and conditions acceptable to the City; and (d) any title matters not objected to by the City (collectively, "Permitted Encumbrances"). Seller agrees to deliver to the City's attorney an abstract of title for any real property Assets updated through the Effective Date, showing marketable title in Sellers in conformity with this Agreement and with the land title examination standards of the Iowa State Bar Association. At the Closing, the abstract of title shall become the property of the City.
- (b) Title Objections. The City shall notify Seller of any objections they have to title within fifteen (15) days after the City receives the abstract of title from Seller. Seller shall use its best efforts at all times prior to the Closing to cause any title exceptions to which the City objects to be satisfied prior to or at the Closing. If Seller is unable to satisfy the City's title objections, or to obtain title insurance insuring against such objections in a manner satisfactory to the City, the City shall have the option, in its sole discretion, either to (a) terminate this Agreement, in which event the transactions contemplated by this Agreement shall not be closed, or (b) waive such objections to title and proceed to close the transaction contemplated by this Agreement.
- (c) No Additional Encumbrances. Seller covenants and agrees it shall not permit any party to encumber or transfer title to, or any interest in, the Assets from and after the Effective Date through the Possession Date or other termination of this Agreement in accordance with its terms. Prior to or at the Possession

Date, Sellers shall be obligated to satisfy any title defects or encumbrances imposed upon the Assets in violation of the foregoing covenants and agreement.

8. **Property Condition.** Seller agrees to maintain and keep in force all liability, property damage, and fire and extended coverage insurance that it currently carries on the Assets with the same limits and deductibles at all times prior to and including the Possession Date. In the event of substantial damage or destruction prior to the Possession Date, this Agreement shall be null and void; provided, however, the City shall have the option to complete the Closing and receive insurance proceeds regardless of the extent of damages. The Assets shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the Closing Date.

9. **Brokerage Representations and Fee.** The parties represent and warrant to each other that they have not dealt with any real estate broker or agent who would be entitled to a brokerage commission or finder's fee as a result of this Agreement. Each party hereby agrees to protect, defend, indemnify and hold the other harmless from any and all liability and expenses, including reasonable attorney's fees, from any claim for brokerage commissions or finder's fees due any other licensed real estate broker engaged by or on behalf of said party in connection with the sale of the Assets. This Paragraph shall survive the Closing.

10. **Notices.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally or electronically with acknowledgement of receipt obtained by the delivering party or mailed by U.S. Certified Mail, return receipt requested, or sent by overnight carrier. Until further notification by written notice in the manner required by this paragraph, notices to the parties shall be delivered as follows:

If to City:

City of Grimes
Attn: Jake Anderson, City
Administrator
101 NE Harvey Street
Grimes, Iowa 50111

d/b/a Thorpe Water Development Company
c/o Tom W. Thorpe
1485 NE 70th Ave.
PO Box 555
Ankeny, IA 50021
tom@thorpewater.com

With copy to:

Whitfield & Eddy, P.L.C.
Attn: Thomas Henderson and
Alecia A. Cederdahl
699 Walnut Street, Ste. 2000
Des Moines, IA 50309
henderson@whitfieldlaw.com
cederdahl@whitfieldlaw.com

With copy to:

BrownWinick
Attn: Joe Leo
666 Grand Avenue, Suite 2000
Des Moines, Iowa 50309
joe.leo@brownwinick.com

If to Seller:

Water Development Co.

If notice is given by mailing, then the notice shall be deemed to have been given on the date the envelope containing the notice is deposited in the United States mail, properly addressed to party to whom it is directed, postage prepaid. If notice is sent by overnight carrier, it shall be deemed given upon receipt as evidenced by the signature obtained by the carrier.

11. **Default.** If the City defaults and fails to cure said default within ten (10) days after written notice, Seller may elect, as its sole and exclusive remedies at law and in equity, either (i) to pursue an action to recover damages for the City's breach of this Agreement, or (ii) terminate this Agreement and recover the Assets from the City. If Seller defaults and fails to cure said default within ten (10) days after written notice, then City may elect, as their sole and exclusive remedies at law and in equity, either (i) to pursue an action to specifically

enforce Seller's obligations under this Agreement or (ii) terminate this Agreement and receive reimbursement from Seller for the sum of \$25,000.00, which represents the costs incurred by the City in securing an appraisal of the Water District, without thereby waiving any right to damages. In the event legal action is instituted to interpret or enforce the provisions of this Agreement, each party shall be responsible for that party's costs and attorneys' fees, including, without limitation, all costs and fees that are incurred in any trial, on any appeal and/or in any bankruptcy proceeding.

12. **Assignment.** The City shall have the right to assign and transfer all, or any part, of its interest in this Agreement without Seller's consent, in one or more separate transactions. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their heirs, legal representatives, successors and assigns.

13. **Entire Agreement; Modification.** This Agreement contains the entire agreement between Seller and the City; and all prior communications or agreements between the parties to this Agreement or their representatives, whether oral or written, are merged into this Agreement and extinguished. Nothing contained in this Agreement or any agreement, document or instrument contemplated hereby and no action taken or failed or omitted to be taken by the parties pursuant hereto or thereto shall be deemed to constitute any of the parties a partnership, an association, a joint venture or other entity. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the party or parties to this Agreement to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties to this Agreement acknowledge and agree that this Agreement represents a negotiated Agreement, having been drafted, negotiated and agreed upon by the parties and their legal counsel. Therefore, the parties agree that the fact that one party or the other may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such party.

14. **Waivers.** Time is of the essence in the performance of this Agreement. No party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing specifically describing the condition or breach waived. The waiver by either party to this Agreement of any condition of, or breach of any term, condition or covenant contained in, this Agreement shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.

15. **Governing Law.** This Agreement is made and executed under and in all respects is to be governed and construed by the laws of the State of Iowa.

16. **Survival of Terms; Counterparts.** All terms, covenants and conditions of this Agreement shall survive the Closing and delivery of the Deed. This Agreement and any amendment hereto may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. An electronically transmitted signature shall in all regards be considered an original.

17. **Approval by City Council.** This Agreement shall not be binding until it has received final approval by Resolution of the Grimes City Council.

IN WITNESS WHEREOF, Seller and the City have duly executed this Agreement as of the year and day first above written.

City of Grimes

By: _____
Scott Mikkelson, Mayor

Attest: _____
City Clerk

Gould Heights Water Company, a/k/a Gould Heights Water Service, Inc., an Iowa corporation

By: _____
Thomas W. Thorpe, President

EXHIBIT A
Tangible Property

1. Water Main Easement from Ryko Manufacturing Company, an Iowa Corporation, to Gould Heights Water Service, Inc., a non-profit Iowa Corporation, filed August 6, 1992 in Book 6612, Page 793 of the Polk County records.
2. Easement dated April 20, 1979 from Economy Brick Homes Co. to Water Development Company, f/k/a Water Development Manufacturing and Supply Company, and assigned to Gould Heights Water Service, Inc., as evidenced by Assignment of Easement, filed on July 20, 1995 in Book 7229, Page 969 of the Polk County records.
3. Easement dated April 3, 1979, from Robert R. Harvey and Mary Lou Harvey, to Water Development Company, f/k/a Water Development Manufacturing and Supply Company, and assigned to Gould Heights Water Service, Inc., as evidenced by Assignment of Easement, filed on July 20, 1995 in Book 7229, Page 968 of the Polk County records.
4. Water Pipeline Easement from Cutty's Inc. to Water Development Company, dated November 17, 1978, and filed April 23, 1979 in Book 4905, Page 65 of the Polk County records, and assigned to Gould Heights Water Service, Inc., by Assignment of Easement, filed July 20, 1995 in Book 7229, Page 967 of the Polk County records.
5. Easement from J.A. Shaddock and Abigail C. Shaddock to Water Development Company, f/k/a Water Development Manufacturing and Supply Company, and assigned to Gould Heights Water Service, Inc., as evidenced by Assignment of Easement filed July 20, 1995 in Book 7229, Page 978 of the Polk County records.
6. Easement from the City of Grimes to Gould Heights Water Service, Inc., filed September 27, 2004 in Book 10748, Page 797 of the Polk County records.
7. Easement for Water Main from Park View West Mobile Home Court, Ltd., an Iowa limited partnership, to Gould Heights Water Service, Inc., filed September 27, 2004 in Book 10748, Page 794-796 of the Polk County records.
8. Easement described in Affidavit Explanatory of Title by Thomas W. Thorpe, filed January 10, 2001 in Book 8679, Page 485 of the Polk County records; as supplemented by Corrective Affidavit Explanatory Title by Thomas W. Thorpe, filed May 14, 2001 in Book 8813, Page 263 of the Polk County records.
9. Easement described in Affidavit by Tom W. Thorpe, filed July 20, 1995 in Book 7229, Page 977 of the Polk County records.
10. Easement described in Affidavit Explanatory of Title by Thomas W. Thorpe, filed January 10, 2001 in Book 8679, Page 483 of the Polk County records.
11. All assets described in Bill of Sale and Security Agreement from Water Development Company to Gould Heights Water Service, Inc., filed July 20, 1995 in Book 7229, Page 972 of the Polk County records.
12. All assets described in Bill of Sale and Security Agreement from Water Development Company to Gould Heights Water Service, Inc., filed January 20, 1999 in Book 8120, Page 357 OF the Polk County records.
13. All assets described in Bill of Sale and Security Agreement from Water Development Company to Gould Heights Water Service, Inc., filed January 20, 1999 in Book 8120, Page 356 OF the Polk County records.
14. Existing Real Estate, Geoparcels No. 7925-14-126-005, vested in Gould Heights Water Association, Inc.

EXHIBIT B
Assumed Contracts

1. Conveyance of Interest from Water Development Company, f/k/a Water Development Manufacturing and Supply Company, to Gould Heights Water Service, Inc., filed on July 20, 1995 in Book 7229, Page 976 of the Polk County records.
2. Conveyance of Interest in Shaddock Acres from Water Development Company, f/k/a Water Development Manufacturing and Supply Company, to Gould Heights Water Service, Inc., filed July 20, 1995 in Book 7229, Page 975 of the Polk County records.
3. Conveyance of Interest from Water Development Company to Gould Heights Water Service, Inc., filed January 20, 1999 in Book 8120, Page 363 OF the Polk County records.
4. A Conveyance of Interest from Water Development Company, to Gould Heights Water Service, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
5. Agreement filed June 13, 1995 in Book 7209, Page 127 in the Polk County records by and between Gould Heights Water Association, Inc. and Water Development Manufacturing and Supply Co. of Des Moines; as assigned to Gould Heights Water Service Inc., by Assignment of Agreement, filed July 20, 1995 in Book 7229, Page 973 of the Polk County records.
6. Lease Agreement between J.A. Shaddock and Abigail C. Shaddock, husband and wife, and Water Development Manufacturing & Supply Co., filed May 5, 1967 in Book 3849, Page 623 of the Polk County records, and assigned to Gould Heights Water Service, Inc., by Assignment of Lease, by Water Development Company, f/k/a Water Development Manufacturing and Supply Co., filed July 20, 1995 in Book 7229, Page 974 of the Polk County records.
7. A Rental Agreement from Ryko Manufacturing Company to Gould Heights Water Service, Inc., filed August 6, 1992 in Book 6612, Page 788 of the Polk County records.
8. A Consent to Sublease Agreement by and between Sprint Spectrum, L.P., a Delaware limited partnership, Ryko Manufacturing Company, and Gould Heights Water Service, Inc., filed May 17, 1996 in Book 7402, Page 518 of the Polk County records.
9. An Unrecorded Agreement for Water Service, by and between Albert C. Nichols d/b/a Capitol City Builders, and Water Development Company, dated March 11, 1991
10. Unrecorded Agreement between Cantex Industries, Champlin Petroleum Company, Capitol City Builders, and Water Development Company, dated November 28, 1978, as assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed on January 20, 1999 in Book 8120, Page 355 of the Polk County records.
11. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Frank L. Comes, 5084 NW 111th Dr., filed June 30, 1992 in Book 6588, Page 610 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
12. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and F.W. Schoeneman, 5099 NW 114th St., filed June 28, 1994 in Book 7044, Page 732 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
13. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Agvis, LC, 5115 NW 111th, filed June 28, 1994 in Book 7044 Page 730 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
14. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Scott Killian, 5149 NW 111th Drive, filed February 24, 1999 in Book 8148, Page 218 of the Polk County records.
15. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Juanita F. Sawdey, 5166 NW 111th, filed January 19, 1995 in Book 7144, Page 494 of the Polk County

- records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
16. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Pat De Mouth, 5222 NW 111th, filed January 19, 1995 in Book 7144, Page 500 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
 17. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Don Griess, 5261 NW 114th, filed April 11, 1994 in Book 6995, Page 988 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
 18. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Robert J. Cox, 5301 NW Burr Oak Drive, filed April 11, 1994 in Book 6995, Page 992 of the Polk County records
 19. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Randall C. Rogers, 5324 NW 91st Ct., filed January 19, 1995 in Book 7144, Page 496 of the Polk County records.
 20. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Charles H. Day, 5325 NW Burr Oak Drive, filed June 19, 1998 in Book 7935, Page 278 of the Polk County records.
 21. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Druno D. Andreini, 5350 NW 111th Drive, filed January 19, 1995 in Book 7144, Page 492 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
 22. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Connie Tully, 5358 NW 89th Ct., filed April 11, 1994 in Book 6995, Page 980 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 23. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Dan Wilson, 5368 NW 88th Ct., filed January 19, 1995 in Book 7144, Page 484 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 24. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Joy Streufert, 5373 NW 91st Ct., filed June 30, 1992 in Book 6588, Page 612 of the Polk County records.
 25. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and 141 Carwash, LLC, 5420 NW 112th Street, filed February 12, 2004 in Book 10389, Page 272-274 of the Polk County records.
 26. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and David Wetsch, 5421 NW 112th Street, filed November 25, 1996 in Book 7528, Page 842 of the Polk County records.
 27. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and John D. Gamble, 5501 NW 112th Street, filed February 12, 2004 in Book 10389, Page 287-289 of the Polk County records.
 28. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Bertini & Bertini LLC, 5551 NW 112th Street, filed February 12, 2004 in Book 10389, Page 281-283 of the Polk County records.
 29. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Dennis & Paula Miles, 8772 NW 53rd Pl., filed June 28, 1994 in Book 7044, Page 734 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.

30. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Barnes Realty LC, 8626 NW 53rd Pl., filed October 2, 1995 in Book 7272, Page 808 of the Polk County records.
31. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Joel A. Schwery, 8735 NW 53rd Pl, filed November 15, 1992 in Book 6676, Page 50 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
32. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and BethAnne M. Forbes, 8744 NW 53rd Pl., filed November 16, 1992 in Book 6676, Page 52 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
33. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Susan K. Frampton, 10300 NW 54th Ave., filed November 14, 1996 in Book 7522, Page 250 of the Polk County records.
34. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Cuttys Des Moines Camping Club, 10500 NW 54th Ave., filed April 11, 1994 in Book 6995, Page 982 of the Polk County records.
35. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Murray Hill Congregation of Jehovahs, 10887 NW 54th Ave., filed April 21, 1995 in Book 7181, Page 770 of the Polk County records.
36. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and James T. Manson, 11015 NW 51st Pl., filed April 21, 1995 in Book 7181, Page 767 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
37. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and John W. Corroll, 11018 NW 51st Pl., filed October 2, 1995 in Book 7272, Page 810 of the Polk County records.
38. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Cooper Properties, 11060 NW 51st Pl., filed January 19, 1995 in Book 7144, Page 490 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
39. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Roy C. Kipper, 11082 NW 51st Pl., filed November 16, 1992 in Book 6676, Page 56 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
40. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Steve Blakley, 11112 NW 51st, filed April 11, 1994 in Book 6995, Page 990 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 off the Polk County records.
41. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Selbert Farms, Inc., 11145 NW 51st Pl., filed April 11, 1994 in Book 6995, Page 984 of the Polk County records.
42. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Lawrence M. Wolinski, 11185 NW 52nd Ave., filed January 19, 1995 in Book 7144, Page 488 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
43. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and John Chavas, 11191 NW 52nd Ave., filed April 11, 1994 in Book 6995, Page 986 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.

44. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Sprayer Specialties Inc., 11199 NW 52nd Ave., filed January 19, 1995 in Book 7144, Page 486 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
45. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Scott W. Krueger, 11304 NW 54th, filed February 12, 2004 in Book 10389, Page 275-277 of the Polk County records.
46. An Agreement for Water Service by and between Water Development Company and Monty Main, 5344 NW 90th Court, filed June 30, 1992 in Book 6588, Page 616 of the Polk County records. Assigned to Gould Heights Water Service, Inc., filed January 20, 1999 in Book 8120, Page 361 of the Polk County records.
47. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Todd Hingtgen, 8772 NW 53rd Place, filed June 28, 1994 in Book 7044, Page 734 of the Polk County records.
48. An Agreement for Water Service by and between Water Development Company and Alex Despenas, 11075 NW 51st, filed June 30, 1992 in Book 6588, Page 618 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
49. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Ben and LeAnn Lund, 5325 NW 91st Ct., filed February 12, 2004 in Book 10389, Page 284-286 of the Polk County records.
50. An Agreement for Water Service by and between Gould Heights Water Service, Inc. and Ward Phifer, 5501 NW 112th Street, filed February 12, 2004 in Book 10389, Page 269-271 of the Polk County records.
51. An Agreement for Water Service by and between Water Development Company, and Robert Anderson, 8714 NW 53rd Place, filed October 10, 1990 in Book 6294, Page 893 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
52. An Agreement for Water Service by and between Water Development Company and Larry Hildebrand, 8761 NW 53rd Place, filed June 3, 1987 in Book 5729, Page 561 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
53. An Agreement for Water Service by and between Water Development Company and Larry Wieland, 8791 NW 53rd Place, filed August 16, 1988 in Book 5927, Page 041 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
54. An Agreement for Water Service by and between Water Development Company and Marty McDonald, 8798 NW 53rd Place, filed June 3, 1987 in Book 5729, Page 566 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
55. An Agreement for Water Service by and between Water Development Company, and Kevin Fredregill, 8652 NW 53rd Place, filed August 8, 1985 in Book 5480, Page 713 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
56. An Agreement for Water Service by and between Water Development Company and Joseph Sloan, 8684 NW 53rd Place, 1989, filed July 31, 1989 in Book 6130, Page 794 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
57. An Agreement for Water Service by and between Water Development Company and Allen Frizzell, 8679 NW 53rd Place, filed September 1, 1988 in Book 5939, Page 451 of the Polk County records.

- Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
58. An Agreement for Water Service by and between Water Development Company and Brett Pruitt, 8746 NW 54th Avenue, filed November 4, 1991 in Book 6455, Page 657 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 59. An Agreement for Water Service by and between Water Development Company and Matthew Hansen, 8716 NW 5th Avenue, filed October 10, 1990 in Book 6294, Page 887 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 60. An Agreement for Water Service by and between Water Development Company and Dennis Comer, 8686 NW 54th Avenue, filed June 9, 1981 in Book 5105, Page 36 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 61. An Agreement for Water Service by and between Water Development Company and Anna Zemke, 5386 NW 88th court, filed July 31, 1989 in Book 6130, Page 785 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 62. An Agreement for Water Service by and between Water Development Company and Tony Rezek, 5338 NW 88th Court, filed July 31, 1989 in Book 6130, Page 787 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 63. An Agreement for Water Service by and between Water Development Company and Thomas Vath, 5324 NW 88th Court, filed July 31, 1989 in Book 6130, Page 783 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 64. An Agreement for Water Service by and between Water Development Company and Vicki Ruggles, 8786 NW 54th Avenue, filed September 1, 1988 in Book 5939, Page 454 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 65. An Agreement for Water Service by and between Water Development Company and Marlow Hillger, 5354 NW 88th Court, filed September 1, 1988 in Book 5939, Page 453 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 66. An Agreement for Water Service by and between Water Development Company and Greg Jennings, 8834 NW 53rd Place, filed July 31, 1989 in Book 6130, Page 791 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 67. An Agreement for Water Service by and between Water Development Company and Frank Grant, 8707 NW 53rd Place, filed November 4, 1991 in Book 6455, Page 659 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 68. An Agreement for Water Service by and between Water Development Company and William Shambaugh, 5385 NW 89th Court, filed June 9, 1981 in Book 5105, Page 30 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 69. An Agreement for Water Service by and between Water Development Company and Barbara Maus, 5325 NW 89th Court, filed June 9, 1981 in Book 5105, Page 31 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.

70. An Agreement for Water Service by and between Water Development Company and Kim Swalwell 5324 NW 89th Court, filed March 28, 1990 in Book 6217, Page 643 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
71. An Agreement for Water Service by and between Water Development Company and Don Cruikshank, 5369 NW 88th Court, filed September 1, 1988 in Book 5939, Page 452 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
72. An Agreement for Water Service by and between Water Development Company, and Terry Johnson, 5305 NW 89th Court, filed June 9, 1981 in Book 1505, Page 35 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
73. An Agreement for Water Service by and between Water Development Company and Richard Heinen 5372 NW 89th Court, filed June 9, 1981 in Book 5105, Page 38 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
74. An Agreement for Water Service by and between Water Development Company and W.L. Piner, 5345 NW 89th Court, filed June 9, 1981 in Book 5105, Page 39 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
75. An Agreement for Water Service by and between Water Development Company and Allan Ellis, 5384 NW 90th Court, filed July 2, 1991 in Book 6398, Page 815 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
76. An Agreement for Water Service by and between Water Development Company and Mark Breneman, 5372 NW 90th Court, filed March 28, 1990 in Book 6217, Page 645 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
77. An Agreement for Water Service by and between Water Development Company and Dennis Dohrman, 5358 NW 90th Court, filed June 3, 1987 in Book 5729, Page 568 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
78. An Agreement for Water Service by and between Water Development Company and Doyle Sanders, 5325 NW 90th Court, filed July 31, 1985 in Book 5481, Page 230 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
79. An Agreement for Water Service by and between Water Development Company and Deb Smith, 5324 NW 90th Court, filed June 3, 1987 in Book 5729, Page 569 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
80. An Agreement for Water Service by and between Water Development Company and Gonzalo Montero, 5345 NW Court, filed June 3 in 1987, Book 5729, Page 567 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
81. An Agreement for Water Service by and between Water Development Company and Darrell Forslund, 5385 NW 90th Court, dated August 28, 1986, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
82. An Agreement for Water Service by and between Water Development Company and Joy Streufert, 5373 NW 91st Court, filed November 30, 1992 in Book 6455, Page 655 of the Polk County records.

- Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
83. An Agreement for Water Service by and between Water Development Company and Keith Peterson, 5358 NW 91st Court, filed November 27, 1989 in Book 6177, Page 42 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 84. An Agreement for Water Service by and between Water Development Company and John Campbell, 5344 NW 91st Court, filed November 27, 1989 in Book 6177, Page 40 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 85. An Agreement for Water Service by and between Water Development Company and Dan Shank, 5372 NW 91st Court, filed August 8, 1985 in Book 5480, Page 712 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 86. An Agreement for Water Service by and between Water Development Company and Russell Spurgeon, 5384 NW 91st Court, filed June 9, 1981 in Book 5105, Page 33 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 87. An Agreement for Water Service by and between Water Development Company and Curt Carlson, 5305 NW 91st Court, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 88. An Agreement for Water Service by and between Water Development Company and Graig Paine, 5384 NW 89th Court, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 89. An Agreement for Water Service by and between Water Development Company and Bruce Cadwell, 5344 NW 89th Court, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 90. An Agreement for Water Service by and between Water Development Company and Dr. John Clark, 5304 NW 89th Court, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 91. An Agreement for Water Service by and between Water Development Company and Daryl Myers, 5359 NW 89th Court, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 92. An Agreement for Water Service by and between Water Development Company and Dick Dewhurst, 5373 NW 89th Court, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 93. An Agreement for Water Service by and between Water Development Company and Kim Mitchell, 8627 NW 53rd Place, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 94. An Agreement for Water Service by and between Water Development Company and Bruce Grimm, 8653 NW 53rd Place, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 360 of the Polk County records.
 95. An Agreement for Water Service by and between Water Development Company and Drywall Distributors, 5293 NW 114th, filed June 9, 1981 in Book 5105, Page 01 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
 96. An Agreement for Water Service by and between Water Development Company and Safety Kleen, 5318 NW 111th, filed June 9, 1981 in Book 5101, Page 983 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.

97. An Agreement for Water Service by and between Water Development Company and Al Edmonds, NW 111th, filed June 9 1981 in Book 5105, Page 05 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
98. An Agreement for Water Service by and between Gould Heights Water Service, Inc., and Capital City Mini-Storage 5059 NW 111th, filed June 9, 1981 in Book 5105, Page 09 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
99. An Agreement for Water Service by and between Water Development Company and Capital City Builders, 5059 NW 111th, filed June 9, 1981 in Book 5101, Page 989 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
100. An Agreement for Water Service by and between Water Development Company and Swimming Pool Supply, 5292 NW 111th, filed June 9, 1981 in Book 5101, Page 985 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
101. An Agreement for Water Service by and between Water Development Company and Anthony Herman, 5267 NW 111th, filed July 2, 1991 in Book 6398, Page 817 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
102. An Agreement for Water Service by and between Water Development Company and Mid America Sales, 11107 NW 51st Place, filed November 4, 1991 in Book 6455, Page 653 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
103. An Agreement for Water Service by and between Water Development Company and A & W Electric, 5372 NW 111th, filed June 3, 1987 in Book 5729, Page 572 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
104. An Agreement for Water Service by and between Water Development Company and Tom & Shirley Davis, 5335 NW 111th, filed June 9, 1981 in Book 5101, Pages, 991, 993, 995, 997, 999 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
105. An Agreement for Water Service by and between Water Development Company and Continental Construction, 5371 NW 111th, filed September 1, 1988 in Book 5939, Page 447 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
106. An Agreement for Water Service by and between Water Development Company and Frito Lay, NW 114th, filed June 3, 1987 in Book 5729, Page 571 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
107. An Agreement for Water Service by and between Water Development Company and Schwan Sales, 11151 NW 54th, filed June 3, 1987 in Book 5729, Page 570 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
108. An Agreement for Water Service by and between Water Development Company and Alliance Shippers, Inc., 5129 NW 114th, filed August 8, 1985 in Book 5480, Page 716 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
109. An Agreement for Water Service by and between Water Development Company and Roto Rooter, 5225 NW 114th, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.

110. An Agreement for Water Service by and between Water Development Company and Ace Construction, 5059 NW 114th, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
111. An Agreement for Water Service by and between Water Development Company and Orr Trucking, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
112. An Agreement for Water Service by and between Water Development Company and A.L. Atcheson, RTowing, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
113. An Agreement for Water Service by and between Water Development Company and Rail Flite Trans. Inc., not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
114. An Agreement for Water Service by and between Water Development Company and Wilson Eng Power Inc, 5303 NW 111th, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
115. An Agreement for Water Service by and between Water Development Company and M.C. of A. Inc, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed January 20, 1999 in Book 8120, Page 363 of the Polk County records.
116. An Agreement for Water Service by and between Water Development Company and Gary Cassabaum, filed July 2, 1991 in Book 6398, Page 813 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed July 20, 1995 in Book 7229, Page 975 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed July 20, 1995 in Book 7229, Page 976 of the Polk County records.
117. An Agreement for Water Service by and between Water Development Company and Clarence Stennes, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed July 20, 1995 in Book 7229, Page 975 of the Polk County records.
118. An Agreement for Water Service by and between Water Development Company and Duane L. White, filed October 10, 1990 in Book 6294, Page 899 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed July 20, 1995 in Book 7229, Page 975 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed July 20, 1995 in Book 7229, Page 976 of the Polk County records.
119. An Agreement for Water Service by and between Water Development Company and Mary Rogers, filed November 27, 1989 in Book 6177, Page 49 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed July 20, 1995 in Book 7229, Page 975 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed July 20, 1995 in Book 7229, Page 976 of the Polk County records.
120. An Agreement for Water Service by and between Water Development Company and Charles Eagle, not recorded. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed July 20, 1995 in Book 7229, Page 975 of the Polk County records.
121. An Agreement for Water Service by and between Water Development Company and Michael Skahan, filed November 27, 1989 in Book 6177, Page 44 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed July 20, 1995 in Book 7229, Page 976 of the Polk County records.
122. An Agreement for Water Service by and between Water Development Company and Earl Miller, filed June 9, 1981 in Book 5105, Page 29 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed July 20, 1995 in Book 7229, Page 976 of the Polk County records.
123. An Agreement for Water Service by and between Water Development Company and Linda M. Mitchell, filed June 9, 1981 in Book 5105, Page 29 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed July 20, 1995 in Book 7229, Page 976 of the Polk County records.

124. An Agreement for Water Service by and between Water Development Company and Robert E. Stetson, filed November 27, 1989 in Book 6176, Page 961 of the Polk County records. Assigned to Gould Heights Water Service, Inc., by Conveyance of Interest, filed July 20, 1995 in Book 7229, Page 976 of the Polk County records.
125. An Agreement for Water Service by and between Gould Heights and the owner of 5275 NW Burr Oak Drive, filed September 25, 2002 in Book 9344, Page 340-341 of the Polk County records.

EXHIBIT C
Items Not Included in Sale

1. Any marketable securities, prepaid expenses, and any cash on hand or in checking accounts, bank deposits or money market accounts;
2. Sellers' accounts receivable;
3. Any tax refunds or income tax receivables payable to Sellers and all claims for refunds of taxes or other governmental charges paid by Sellers;
4. The minute books and company records of Sellers;
5. All insurance policies issued to Seller and all rights thereunder;
6. All employment files, accounting records, records relating to debts of Sellers, records required to be kept confidentially;
7. Chemicals;
8. Leased equipment;
9. Service contracts for maintenance, monitoring, testing, and/or repair of the Assets;
10. Water System Service and Maintenance Agreement by and between Water Development Company, Inc., and Gould Heights Water Service, Inc., dated November 14, 1991, as modified by Addendum filed January 20, 1999, in Book 8120 Page 359, further modified by Addendum filed January 20, 1999 in Book 8120, Page 358 of the Polk County records and further modified by Amendment filed September 5, 2002, in Book 9311 Page 573 of the Polk County records;
11. Operation Contract between Park View Village and Thorpe Water Development Company, with a commencement date of October 1, 2023.

EXHIBIT D
Consulting Agreement

Grimes Consulting Agreement

This Consulting Agreement (the "**Agreement**") is made and entered into as of the ____ day of May, 2024, by and between Thomas Thorpe (the "**Consultant**") and the City of Grimes, an Iowa, an Iowa municipality (the "**City**").

WHEREAS, Consultant is an experienced water company owner; and

WHEREAS, contemporaneous with entering into this Agreement, City has entered into an Asset Purchase Agreement with the Consultant as President of Gould Heights Water Service Co. (Gould Heights) for the City to purchase substantially all of the assets of the Gould Heights Water District; and

WHEREAS, Consultant has agreed to provide information and advice to City so as to insure a smooth transition of ownership of the Gould Heights Water District system from Seller to City.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, the parties agree as follows:

1. Term. The Consultant's term of consulting hereunder shall be from the period beginning on July 9, 2024 (the "**Effective Date**") through and including July 9, 2025. The period during which the Consultant is consulting for the City hereunder is hereinafter referred to as the "**Consulting Term**."

2. Position and Duties.

2.1 Position. During the Consulting Term, the Consultant shall communicate with the Public Works Director of the City, unless the City Administrator shall designate another individual for whom the Consultant shall communicate.

2.2 Duties. During the Consulting Term, the Consultant shall provide services up to ten (10) hours per week, assisting with the City with information and advice related to the Gould Heights Water District, including field review of valves, lines, and equipment, as requested by the City. In the performance of his services hereunder, Consultant shall be considered an independent contractor and not an employee of the City.

3. Place of Performance. The Consultant shall be required to perform his duties and such other services at such locations, as may be reasonably agreed upon by the parties.

4. Compensation. The City shall pay the Consultant an hourly fee of \$150.00 per hour ("Fee"). The Consultant shall bill the City monthly by submitting an invoice to the City detailing hourly increments, and the Fee shall be payable after approval by the City Council.

5. Termination of Agreement. The Consulting Term and the Consultant's obligation to provide services hereunder may be terminated by the Consultant after giving the City at least thirty (30) days advance written notice of any termination of the Consultant's services. Upon termination of the Consultant's services during the Consulting Term by the Consultant, the Consultant shall be entitled to the compensation through such date of termination ("Termination Date"), but shall have no further rights to any compensation or any other benefits from the City or any of its affiliates thereafter. Upon termination of the Consultant's services during the Consulting Term by the City, with or without cause, the Consultant shall be entitled to full compensation for all services provided through the Termination Date.

5.1 Notice of Termination. Any termination of the Consultant's services hereunder by the City or by the Consultant during the Consulting Term, shall be communicated by written notice of termination ("**Notice of Termination**") to the other party hereto in accordance with Section 13.

6. Governing Law, Jurisdiction, and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of Iowa without regard to conflicts of law principles. Any action or proceeding by either of the parties to enforce this Agreement may be brought in any court with competent jurisdiction. The parties hereby irrevocably submit to the exclusive jurisdiction of such court and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue. In the event an action or proceeding is commenced, the prevailing party thereto shall be entitled to be reimbursed all of its attorneys' fees and court costs.

7. Entire Agreement. Unless specifically provided herein, this Agreement, contains all of the understandings and representations between the Consultant and the City pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

8. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Consultant and by the Mayor of the City. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time.

9. Severability. Should any provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

10. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

11. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

12. Successors and Assigns. This Agreement is personal to the Consultant and shall not be assigned by the Consultant. Any purported assignment by the Consultant shall be null and void from the initial date of the purported assignment. The City may assign this Agreement to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the City. This Agreement shall inure to the benefit of the City and permitted successors and assigns.

13. Notice. Notices and all other communications provided for in this Agreement shall be given in writing by personal delivery, electronic delivery, or by registered mail to the parties at the addresses set forth below (or such other addresses as specified by the parties by like notice):

If to the City:

Grimes City Administrator
Grimes City Hall
101 NE Harvey St.,
Grimes, Iowa 50111

If to the Consultant:

Thomas Thorpe
1485 N.E. 70th Ave.
Ankeny, Iowa 50021

14. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Grimes

Thomas Thorpe

By _____
Mayor Scott Mikkelsen

ATTEST:

By _____
Jake Anderson
Grimes City Clerk