



City Council Agenda

Grimes City Council
October 28, 2025 @ 5:30 PM
Grimes Community Center, 410 SE Main Street

Public Comment: If you would like to address the City Council during the Public Comment portion of the meeting, please sign up upon entrance to the meeting. Participants must be recognized by the presiding officer and must state their full name and address before addressing the City Council. The presiding officer will recognize you for 3 minutes of comment, and your microphone will be turned on. Pursuant to §21.4(2) of the Code of Iowa (2019), the City has the right to amend this agenda up until 24 hours before the posted meeting time. For any additional assistance or questions in attending the meeting, please call 515-986-3036. Meetings will be recorded.

BUSINESS MEETING AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
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.**)
6. Approval of the Proposed 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 10-2725 Approving Previous Meeting Minutes
 - b. Receiving and Filing Reports
 - i. Economic Development Annual Report
 - c. Resolution 10-2825 Approving Development Agreement - SE 41st RISE Grant with ATI
 - d. Resolution 10-3025 Setting Public Hearing (11-25-2025, 5:30 PM): Fox Glen & Prairie Heights Rezone
 - e. Resolution 10-3125 Setting Public Hearing (11-25-2025, 5:30 PM): Park Village Rezone
 - f. Resolution 10-3225 Approving Personnel Transactions
 - g. Resolution 10-3325 Deleting Property from the Grimes Urban Renewal Area
 - h. Resolution 10-3425 Approving an Agreement with the City of Grimes and the Iowa Department of Transportation to Obtain Funding through "Revitalize Iowa's Sound"

Economy” (R.I.S.E.) Program for the SE 41st Street and SE Park Drive Extension Project

- i. Resolution 10-3525 To Amend Contract for Professional Services with MSA Professional Services, Inc. for SE Little Beaver Dr and SE 4th-6th Sts. Reconstruction
- j. Resolution 10-3625 Designating the Official Depositories for the City of Grimes for 2026 & 2027
- k. Resolution 10-3725 Approving a 6-year Aerial Imagery Contract with Pictometry International Corp. dba EagleView
- l. Resolution 10-3825 Amending 2025 Grimes Civic Calendar
- m. Resolution 10-3925 Approving Tuckpointing at the Water Plant
- n. Resolution 10-4025 Approving State of Iowa Alcohol License

PROPOSED ACTION ITEMS

- 1. Presentation by CATCH Des Moines
- 2. First Consideration of Ordinance 803 Amending Grimes Code of Ordinances, Title 3 Boards and Commissions and Title 11 Building Regulations associated with Chapters 3-6 Board of Appeals, 11-3 Property Maintenance Code, 11-4 Fuel Gas Code, 11-6 Fire Code, 11-8 Residential Building Code, 11-11 Building Code, 11-12 Existing Code and Creation of 11-13 Swimming Pool and Spa Code.
 - a. Public hearing on Ordinance 803 Amending Grimes Code of Ordinances, Title 3 Boards and Commissions and Title 11 Building Regulations associated with Chapters 3-6 Board of Appeals, 11-3 Property Maintenance Code, 11-4 Fuel Gas Code, 11-6 Fire Code, 11-8 Residential Building Code, 11-11 Building Code, 11-12 Existing Code and Creation of 11-13 Swimming Pool and Spa Code.
 - b. First Consideration of Ordinance 803 Amending Grimes Code of Ordinances, Title 3 Boards and Commissions and Title 11 Building Regulations associated with Chapters 3-6 Board of Appeals, 11-3 Property Maintenance Code, 11-4 Fuel Gas Code, 11-6 Fire Code, 11-8 Residential Building Code, 11-11 Building Code, 11-12 Existing Code and Creation of 11-13 Swimming Pool and Spa Code.
- 3. Public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement
 - a. Resolution 10-4125 Taking additional action on proposal to enter into a Water Revenue Loan and Disbursement Agreement
- 4. First Consideration of Ordinance 804 Deleting Property from the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa
 - a. Public hearing on Ordinance 804 Deleting Property from the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa
 - b. First Consideration of Ordinance 804 Deleting Property from the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa
- 5. First Consideration of Ordinance 805 Repealing Ordinance No. 689 Providing for the Division of Taxes Levied on Taxable Property in the Grimes Urban Renewal Area

- a. Public hearing on Ordinance 805 Repealing Ordinance No. 689 Providing for the Division of Taxes Levied on Taxable Property in the Grimes Urban Renewal Area
 - b. First Consideration of Ordinance 805 Repealing Ordinance No. 689 Providing for the Division of Taxes Levied on Taxable Property in the Grimes Urban Renewal Area
6. Public hearing on the proposed expansion of the Grimes Urban Renewal Area
 - a. Resolution 10-4225 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
7. Third Consideration of Ordinance 802 Hope Meadows Phase 2 Rezone
8. DeCarlo Site Plan
9. Staff Reports
10. Mayor and City Council Reports
11. Adjournment



AGENDA ITEM: Approving Previous Meeting Minutes

BACKGROUND: The City Clerk keeps minutes of all City Council meetings according to Iowa Code Section 21.3. The minutes are published in a newspaper of general circulation in the city within 15 days following a Council meeting.

BUDGETARY CONSIDERATIONS:

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:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rachel Greving, City Clerk, 515-986-4050, rgreving@grimesiowa.gov

Prepared by: Rachel Greving

Return to: Rachel Greving

RESOLUTION 10-2725 APPROVING PREVIOUS MEETING MINUTES

Grimes Resolution No. 10-2725

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

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

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

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

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

1. The minutes of the previous meeting are hereby approved as presented.
2. The City Clerk shall ensure that the approved minutes are properly recorded and maintained as part of the official records of the City of Grimes.
3. The City Clerk shall also ensure compliance with all application publication and record-keeping requirements as outlined in Iowa law.

PASSED and APPROVED on October 28, 2025.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

CITY COUNCIL MEETING
Tuesday, October 14, 2025

The Grimes City Council Meeting was held in-person. The meeting was called to order by Mayor Pro Tem Ryan Burger October 14, 2025, at 5:31 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.

BUSINESS MEETING AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call

Present: Council Members: Andrew Borcharding, Ryan Burger, David Gisch, Laurie DePhillips
Absent: Council Member: Mayor: Scott Mikkelsen, Council Member: Eric Johansen

4. Approval of Agenda

Mayor Pro Tem Burger asked for approval of the agenda.
Moved by DePhillips, Second by Gisch, to approve the agenda.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

5. Public Forum

No speakers addressed the Council during Public Forum.

6. Approval of the Consent Agenda

- a. Resolution 10-0125 Approving Previous Meeting Minutes
- b. Resolution 10-0225 Claims Report \$2,438,890.07
- c. Receiving and Filing Reports
 - i. Finance Report for September 2025
- d. Resolution 10-0325 Approving Payments for Professional Services
 - i. Invoice #12 Confluence, Inc. - Lions Park - Phase One \$7,123.23
 - ii. Invoice #11 Foth Infrastructure & Environment, LLC - S James Street Improvements - SE 37th St. to SE 11th St. \$19,187.50
 - iii. Invoice #16 Foth Infrastructure & Environment, LLC - SE 19th Street Sanitary Sewer Extension \$639.00
 - iv. Invoice #25 Foth Infrastructure & Environment, LLC - SE 11th Street & S James Street Improvements \$8,212.00
 - v. Invoice #3 McClure Engineering Company - SW 19th St. and SW Jazzwood Dr. Functional Design \$35,848.75
 - vi. Invoice #11 Snyder & Associates, Inc. - East Gateway Dr. & East 1st St. Intersection Improvements \$17,246.70
 - vii. Invoice #29 Snyder & Associates, Inc. - NE Destination Dr. & NE Beaverbrooke Blvd. Improvements \$5,391.00

- e. Resolution 10-0425 Approving Capital Project Payment Requests
 - i. Pay Request #1 Edge Commercial, LLC - Lions Park \$179,788.49
- f. Resolution 10-0525 Approving Change Orders
 - i. Change Order #8 DDVI - Grimes Public Safety Center \$8,990.43
 - ii. Change Order #1 Edge Commercial, LLC - Lions Park \$35,508.00
 - iii. Change Order #2 Kruck Plumbing & Heating, Inc. - Grimes Public Safety Center \$2,847.04
- g. Resolution 10-0625 Setting Public Hearing (10-28-2025, 5:30 PM): Sienna Hills Rezone
- h. Resolution 10-0725 Setting Public Hearing (10-28-2025, 5:30 PM): Fox Glen and Prairie Heights Rezone
- i. Resolution 10-0825 Setting Public Hearing (10-28-2025, 5:30 PM): Park Village Rezone
- j. Resolution 10-0925 Approving the Fiscal Year 2024-2025 State of Iowa Annual Finance Report
- k. Resolution 10-1025 Approving the 2024-2025 Fiscal Year Annual Street Finance Report
- l. Resolution 10-1125 Appointing Mark Schulz to the Board of Appeals
- m. Resolution 10-1225 Authorizing Internal Advance for Funding of Urban Renewal Administration and Professional Support Program for the Grimes Urban Renewal Area
- n. Resolution 10-1325 Approving Personnel Transactions
- o. Resolution 10-1425 to Make a One-Time Water and Sewer Adjustment for a Customer
- p. Resolution 10-1525 Approving State of Iowa Alcohol Licenses
- q. Resolution 10-1625 to Fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$5,000,000
- r. Resolution 10-1725 Approving Consent and Agreement to Improvements Within A Public Storm Sewer and Overland Flowage Easement for Lot 44 of Willow Hills Plat 2
- 1284 NW 29th Court
- s. Resolution 10-1825 Approving Consent and Agreement to Improvements Within An Overland Flowage Easement for Lot 77 of Breaverbrooke Pointe Plat 3 - 912 NE 13th Street
- t. Resolution 10-1925 Approving Consent and Agreement to Improvements Within An Overland Flowage Easement for Lot 49 of Brentwood Estates - 2938 NE Brentwood Circle
- u. Resolution 10-2025 Project Initiation - Setting Bid Letting and Public Hearing Dates -S James Street & S 19th Streets Improvements
- v. Resolution 10-2125 Project Initiation - Setting Bid Letting and Public Hearing Dates -SW 19th Street SRF Sponsored Pond
- w. Resolution 10-2225 To Enter into Contract for Professional Services with Nilles for Lions Park
- x. Resolution 10-2325 Accepting a Proposal from Midamerican Energy Company in the Amount of \$588,797.91 for the Relocation of Overhead Electric Facilities to Underground Along S. James St. from 11th St. to 19th St.
- y. Resolution 10-2425 Authorizing Entering into 28E Agreement Between the City of Grimes and the City of Urbandale for the 142nd Street Paving
- z. Resolution 10-2525 To Amend Contract for Professional Services with OPN Architects for the Grimes Public Administration Building
- aa. Resolution 10-2625 Nunc Pro Tunc Correcting And Amending A Scrivener's Error In The Legal Description Of The City Of Urbandale Meredith Drive Right-Of-Way Boundary Adjustment Territory

Mayor Pro Tem Burger asked for approval of the consent agenda.

Moved by Borcharding, Second by Gisch, to approve the consent agenda.

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

PROPOSED ACTION ITEMS

1. Presentation from Grimes Farmers and Community Market

Karena Cruse, Market Director for the Grimes Farmers and Community Market shared some accomplishments of the Market since it's start in 2023.

No action taken.

2. Second Consideration of Ordinance 802 Hope Meadows Phase 2 Rezone

Senior Planner Coffey shared that there were no changes to the rezone since the first reading and highlighted some of the features of the concept plan.

Mayor Pro Tem Burger asked for approval of Second Consideration of Ordinance 802 Hope Meadows Phase 2 Rezone

Moved by Gisch, Second by Borcharding, to approve Second Consideration of Ordinance 802 Hope Meadows Phase 2 Rezone

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

3. Staff Reports

City Manager Anderson informed Council of the potential to change the December 9, 2025 Council meeting to December 16, 2025.

4. Mayor and City Council Reports

Council member Gisch commented that the next Fire Board meeting is coming up.

5. Adjournment

There being no further business, the meeting was adjourned at 5:51 p.m.

Motion by Gisch, Second by Borcharding to adjourn.

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

ATTEST:

Rachel Greving, City Clerk

Scott Mikkelsen, Mayor



AGENDA ITEM: Economic Development Annual Report

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:

Katie Lord, Economic Development Director, klord@grimesiowa.gov

Prepared by: Katie Lord, Economic Development Director, klord@grimesiowa.gov

Return to: Katie Lord, Economic Development Director, klord@grimesiowa.gov



ANNUAL REPORT

2025

ECONOMIC
DEVELOPMENT

DIRECTOR'S LETTER

I am pleased to submit the following report of economic development activities since May 2024. A significant part of the first eighteen months of economic development activities involved setting a foundation, embracing the principle: "go slow to go fast". Much of this work was done behind-the-scenes and with the support of other City staff and community partner organizations including the Grimes Chamber and Economic Development (GCED).

This internal and external capacity building is in pursuit of providing exceptional economic development services and includes:

- Data compilation and creation of informational marketing materials showcasing Grimes' strengths
- Established regular meetings with key stakeholders and community partners to enhance communications and collaboration
- Relationships established with commercial real estate developers and brokers, key resource providers and utility partners
- Representation of Grimes on the Professional Developers of Iowa board of directors, Greater Dallas County Development Alliance board of directors and at Greater Des Moines Partnership economic development practitioners' events
- Adoption of a customer relationship management software program to track and enhance project management and reporting

Other programming and activity foundational to economic development has been established, is ongoing and includes:

Thriving Existing Business Growth

- Strategic list of key employers identified and prioritized for annual business visits
- Business retention and expansion program survey tool specific to Grimes created, leveraging regional and State resources
- Nine strategic business visits completed, data collected and reported to the State of Iowa

Impact: Relationships built with existing key employers; established direct line of communication with company leaders and provided resources to aid company success.

Targeted Marketing and Media Relations

- Proactive and targeted media outreach resulted in numerous articles and interviews highlighting Grimes' economic development activity and community growth
- Pilot program created for advertisement highlighting the Hope District in the Business Record, in partnership with GCED, Hope Realty and Development and Jones Lang LaSalle
- Marketing flyer created to showcase the Hope District and Hy-Vee Multiplex, drawing attention to the Multiplex as an economic driver of business investment and tourism in the community

Impact: Strategically raising awareness of Grimes development activity and keeping the community top of mind for potential investors.

Strategic Business Attraction

- Hosted 88 meetings and presentations with real estate professionals and organizations, promoting Grimes and identifying specific business attraction targets and real estate opportunities
- Provided site, building, zoning, incentive information or data for 66 project inquiries, highlighting Grimes' real estate opportunities and value as a place to invest
- Hosted City's first formal site visit with out-of-state client, bringing together regional partners to showcase the community as a place to invest
- Successfully competed for Van Trust Real Estate's 215,000 square foot distribution center,

representing approximately \$15 million in new industrial property valuation

Impact: Continuous promotion of Grimes as a place to invest, with emphasis on commercial and retail businesses.

Future annual reports will provide an overview of these three segments of economic development activity, as well as others that will be included in the updated Economic Development Action Plan, scheduled for completion late fall 2025.

STRATEGIC PLANNING

Staff participated in the strategic planning process in the fall of 2024 and was assigned to lead several initiatives. An update on each item is listed below.

Current Strategic Planning Priorities

- Entertainment venue attraction strategy
 - In May, staff initiated a retail market study with Confluence, Inc., as part of the Comprehensive Plan process. The retail market study will provide data that identify market strengths, retail absorption rates over the next ten years, and will specifically identify entertainment opportunities appropriate for Grimes. Results will be used to inform business attraction, incentive policies and will also be incorporated into the Comprehensive Land Use Plan
- Hope District Area Development
 - First annual Hy-Vee Multiplex/Hope District Commercial Real Estate Showcase was held October 2, engaging more than fifty real estate professionals
 - The Tru by Hilton hotel opened September 2025
 - Staff continually leverage the City's investment in the Hy-Vee Multiplex by promoting the Hope District as a retail and entertainment destination with developers and businesses
 - Staff are coordinating marketing efforts with GCED and the Parks and Recreation department to ensure visitors of the Multiplex have an awareness of local businesses they can support while visiting Grimes, seeking to keep visitors' spending in Grimes
- Economic Development incentive policy review and direction
 - Review of the existing Grimes economic development incentive policy has been completed and research has been conducted on incentives offered by peers in the Des Moines Metro, as well as cities Grimes competes with for business across the state
 - A draft incentive policy has been completed and will be presented to Council for review once the Comprehensive Plan has been accepted, early 2026
 - The Revolving Loan Fund is being analyzed and recommendations for revised program guidelines will be included with the incentive policy review
- Economic Development Action Plan
 - A full review of the existing Action Plan has been completed and a draft of the new plan is nearly complete
 - A revised Action Plan will be presented to the City Council for consideration late 2025
- Governors District Revitalization
 - A Downtown Assessment was completed early May 2025. The Downtown Assessment report is being finalized and recommendations will be presented once complete late 2025.
 - Signage and parking were discussed during the Downtown Assessment. Signage has been

added to City-owned parking lots in the Governors District, welcoming visitors and providing regulations around use of the lots. Wayfinding signage has been installed on SE Main Street as well.

- Public Art Master Plan Implementation
 - During the Downtown Assessment, Dallas Center – Grimes (DC-G) High School students expressed an interest in providing input for public art. Since then, staff has been working with a building owner in the Governors District that had expressed interest in a mural on the side of their building, and DC-G High School students to provide input on design of the mural. Staff applied for a public art grant through BRAVO to partially support the mural and will learn the outcome of the application in December 2025.
- Chamber of Commerce Budget 2025
 - The City Council approved a one-year contract with GCED in February 2025
 - The contract extension clearly defines roles and responsibilities associated with economic development activities in Grimes
- Urban Renewal Restatement
 - Staff catalogued all Urban Renewal (UR) and Tax Increment Finance (TIF) ordinance activity since the inception of the UR program in 1987 and contracted with Civil Design Advantage to map each action in coordination with the City's GIS Analyst. Updated Urban Renewal and TIF ordinance maps were also created.
 - Clean-up items require City Council action and were initially presented at the September 9 City Council meeting and will be finalized October 28.

It has been an honor to join the City of Grimes team. Please do not hesitate to contact me with any questions regarding economic development activities or this report.

Respectfully submitted,



Katie Lord
Economic Development Director



AGENDA ITEM: Resolution Approving Development Agreement - SE 41st RISE Grant with ATI

BACKGROUND:

Background

In 2024, ATI approached the City of Grimes regarding the construction of SE 41st Street within the Ryder Logistics Development. ATI sought to utilize the Iowa DOT RISE program, which provides up to 50% funding assistance for eligible roadway construction costs. The City of Grimes submitted a RISE grant application to the Iowa DOT on ATI's behalf, and the project was subsequently awarded funding by the DOT Commission.

The City has not provided any additional incentives for this roadway project. Accordingly, the developer remains responsible for the remaining 50% of construction costs. As the RISE program requires the local jurisdiction to publicly bid the project, an agreement between the City and the developer is necessary to formalize repayment of the costs not covered by the grant.

Also appearing on this City Council agenda is the final Iowa DOT RISE Grant Agreement for SE 41st Street. This agreement outlines the terms and conditions of the state's funding participation and authorizes the City to proceed with project administration under the RISE program.

Developer Agreement Provisions

The proposed agreement between the City and ATI includes standard protections to ensure cost recovery in the event of default. Specifically, the agreement requires ATI to provide a surety instrument guaranteeing repayment of the developer's share of construction costs. In addition, the agreement outlines remedies available to the City if ATI fails to meet its obligations under the RISE program—such as delivering eligible job-creating tenants or reimbursing the City for its share of the project costs. These provisions are intended to safeguard the City's financial position and maintain compliance with Iowa DOT RISE grant requirements.

Next Steps

Following Council approval of both the RISE Grant Agreement and the Developer Repayment Agreement, City staff will coordinate final plan reviews, initiate the public bidding process in accordance with DOT requirements, and return to Council for award of contract.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: ____YES __X__NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alex Pfaltzgraff, Development Services Director/Assistant City Manager , 515-986-4050,
apfaltzgraff@grimesiowa.gov

Prepared by: Alex Pfaltzgraff, AICP

Return to: Alex Pfaltzgraff, AICP

RESOLUTION APPROVING DEVELOPMENT AGREEMENT - SE 41ST RISE GRANT WITH
ATI

Grimes Resolution No. 10-2825

WHEREAS, ATI has proposed the construction of SE 41st Street improvements necessary to serve the Ryder Logistics Development located within the City of Grimes; and

WHEREAS, the City of Grimes (City) submitted an application to the Iowa Department of Transportation (Iowa DOT) for funding through the Revitalize Iowa's Sound Economy program (RISE), which was subsequently awarded by the Iowa DOT Commission, providing up to fifty percent (50%) reimbursement for eligible roadway construction costs; and

WHEREAS, the RISE program requires the local jurisdiction to publicly bid and administer the project, with reimbursement provided directly to the City upon project completion and acceptance; and

WHEREAS, the City has not provided any additional incentives for the construction of SE 41st Street, and the developer remains responsible for the remaining fifty percent (50%) of the total project cost; and

WHEREAS, the City and ATI have negotiated a Development Reimbursement Agreement that establishes the terms and conditions under which ATI shall reimburse the City for its share of project costs, including provisions requiring surety and other cost recovery measures to protect the City in the event of default or failure to deliver eligible job-creating tenants as required under the RISE grant.

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

1. The Development Reimbursement Agreement between the City of Grimes and ATI, substantially in the form presented to the Council, is hereby approved.
2. The Mayor and City Clerk are authorized to execute the agreement on behalf of the City.
3. City staff are directed to take all necessary steps to administer the RISE grant, publicly bid the project in accordance with Iowa DOT and City requirements, and proceed with construction and cost reimbursement consistent with the terms of both the RISE Grant Agreement and the Development Reimbursement Agreement.

PASSED and APPROVED on October 28, 2025.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made as of this 10th day of OCTOBER, 2025 (the “Effective Date”), by and between the CITY OF GRIMES, IOWA, a municipal corporation with offices at 101 NE Harvey Street, Grimes, IA 50111 (the “City”), and ODC ATI GRIMES, L.L.C.; Eric Ziel and Carol Ziel, as Trustees of the Eric and Carol Ziel Joint Revocable Trust dated February 17, 2015; TJL Investments, L.L.C.; Murphy Commercial Properties, L.L.C.; ATI Group, LLC; Wave Capital Group, LLC; Leo Investments, L.L.C.; T. Leo Capital, LLC; Shafbo, LLC; BS Equity, LLC; and E&M Investments, LLC (collectively, “Property Owners”), with an address for purposes of this Agreement of 1535 SW Market St Suite 200, Ankeny, IA 50023.

RECITALS:

- A. The Property Owners are the titleholders of the real property situated in the City of Grimes, Polk County, Iowa, identified as Parcel Number 42517-176-001 and legally described as:
Outlot Z, Rider Logistics Center Plat 1, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa (the “Property”).
- B. Property Owners intend to develop the Property in three lots totaling approximately sixty (60) acres for office, distribution, and warehousing purposes to attract value-adding businesses which will bring new dollars to the State of Iowa (“State”) and create and retain jobs in the City of Grimes.
- C. The development of the Property requires the construction and installation of certain public roadway improvements to SE Park Drive and SE 40th Street, consisting of construction of approximately nine hundred forty-five (945) feet of SE Park Drive and approximately seven hundred ninety (790) feet of SE 40th Street (the “Street Project”) in order to maximize the economic benefit to the City and State.
- D. In order to support the development of the Property, the City is participating in the Revitalize Iowa’s Sound Economy (RISE) Program administered by the Iowa Department of Transportation (Iowa DOT) pursuant to Iowa Code Chapter 315 and regulations promulgated under 761 Iowa Administrative Code Ch. 163. The City has applied for and received approval for grant (the “RISE Grant”) totaling approximately [\$2,100,000.00] (the “Grant Funds”) pursuant to a RISE Grant Agreement dated [May 9, 2023] (the “RISE Grant Agreement”) a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.
- E. The City and Property Owners desire to enter into this Agreement for the purpose of detailing the conditions and responsibilities of each party relating to the construction and implementation of the Project and compliance with all applicable requirements for RISE Grant and the RISE Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, undertakings, and conditions set forth in this Agreement, the parties agree as follows:

1. CITY PERFORMANCE SCHEDULE. The City shall:

1. Subject to Section 11, below, execute the funding agreement, together with all other instruments and/or agreements with the State and the Iowa DOT necessary to obtain the full amount of the Grant Funds;
2. Complete all design required for the Street Project on or before October 31, 2025;
3. Subject to conveyance of necessary easements and right of way by Property Owners as provided in Section 4(b), below, complete all necessary bid letting for the Street Project on or before December 31, 2025; and
4. Commence construction of the Street Project in on or before June 1, 2026.

2. ADDITIONAL CITY OBLIGATIONS. In addition to the requirements set forth in Section 1, above, and not in limitation thereof,

- a) the City shall administer construction of the Street Project in accordance with plans and specifications, and as required by RISE Program policy. All work related to the Street Project shall be completed in a good and workmanlike manner, and in compliance with all applicable laws;
- b) the City shall properly maintain all aspects of the Street Project pursuant to the RISE Grant Agreement; and
- c) shall provide all documentation required by Section 3, below.

3. PROPERTY OWNERS' REIMBURSEMENT OBLIGATIONS.

- a) Property Owners shall reimburse the City for fifty percent (50%) of the RISE-eligible design costs of the Street Project within thirty (30) days of the City submitting a statement to the Property Owners of the design costs, but in all cases not later than December 31, 2025. For reference purposes, the total RISE-eligible design costs are currently estimated at \$77,000.00.
- b) Upon completion of the Street Project in accordance with the terms of this Agreement and acceptance of the Street Project by the City, the Property Owners shall reimburse the City for all amounts expended by the City related to the Street Project (other than design costs allocated in subsection (a), above) in excess of the Grant Funds. Upon completion and acceptance of the Street Project, the City will submit a statement to the Property Owners, showing the amount due and payable for construction of the Street Project, and Property Owners shall remit payment for the amount shown on the statement within thirty (30) days of the receipt of the City's statement.

4. ADDITIONAL OBLIGATIONS OF PROPERTY OWNERS. In addition to the obligations of Section 3, above, and not limitation thereof:

- a) Prior to requesting any building or development permits from the City of Grimes for the Property, Property Owners shall certify to the City, on a form reasonably acceptable to the City, that the Property and the Property Owners' work thereon is in compliance with the terms of this Agreement and RISE program requirements.
- b) Property Owners will complete all activities necessary for development of the RISE eligible land uses, including but not limited to subdivision, platting and construction (the "RISE Requirements"). Property Owners are responsible for all NPDES permitting requirements, all utility fees and the installation of street lighting, gas mains, electric power lines, communication lines, and other utilities serving the

Property related to the RISE Requirements. Property Owners will dedicate and convey all necessary easements and fee title rights of way necessary for completion of the Street Project as determined by the City. Such conveyances shall be in form and substance acceptable to the City and suitable for recording and shall be completed prior to and as a condition precedent to the City's bid letting obligations under Section 1(c), above.

- c) If at any time during the term of the RISE Grant Agreement the Property is not in compliance with the terms of RISE program policy, the RISE Grant Agreement, or this Agreement due to any act or omission of Property Owners or their lessees, then Property Owners agree to promptly reimburse the City for any fines, fees, costs, or grant repayment obligations imposed on the City by Iowa DOT related to such noncompliance. Property Owners further agree to indemnify, release, save, and hold harmless the City from any and all liability, claims, litigation, loss, damages, costs, and expenses arising out of any act or omission of the Property Owners or their officers, agents, employees, assigns, or contractors or in any way connected to Property Owners' performance of this Agreement. The Property Owners' obligations under this paragraph shall include an obligation to pay all reasonable costs incurred by the City in defending itself or enforcing the provisions of this paragraph, including all out-of-pocket expenses and attorneys' fees. In such event, the City shall submit invoices to the Property Owners for reimbursement.
- d) Property Owners shall provide to the City one or more surety bonds or alternative guaranty acceptable to the City that guarantee the faithful performance of this Agreement for the anticipated full value of the completed Project, in a form reasonably acceptable to the City, as follows:
 - 1. During construction of the Project, Property Owners shall provide surety bond(s) in the amount of 50 percent of the total anticipated construction costs of the Project, as determined in the Engineer's Opinion of Probable Cost prepared by the City's engineer.
 - 2. After completion of construction, the Property Owners shall provide surety bond(s) in the amount of 50 percent of the actual construction costs, or the amount of the RISE grant funding, whichever is greater. The surety bond(s) shall remain in effect for a period of five years from the date of completion of the Project.
 - 3. If the surety for the Project fails for any reason or is insufficient, the City reserves the right to require additional financial assurances from the Property Owners.
- e) Property Owners will grant to the City any right of way, permanent and temporary easements for construction reasonably necessary to complete the Street Project at no additional cost to the City.
- f) If and as required to comply with the rules and regulations of the Iowa Department of Transportation, the Property Owners shall annually certify to the City: (i) the jobs assisted by the Project, including the number of Full-Time Equivalent (40 hours/week) jobs retained and created by Property Owners and each of their lessees as of May 1 and as of the first day of each of the preceding eleven (11) months (prorated for the first certification), and the average hourly wage; and (ii) the amount of private funds expended by existing and new businesses for infrastructure associated with the Property, such as water, electricity, natural gas, telephone, storm sewer, sanitary sewer, buildings, equipment, land, and non-RISE transportation facilities (i.e. rail spur); (iii) the number of Lots/Acres of undeveloped land remaining in the Property; (iv) the number of Lots/Acres of land which have been developed but are unoccupied; (v) the number of Lots/Acres of land which have been developed and are occupied by a business; (vi) that Property Owners are not in default in the fulfillment of any of the terms and conditions of this Agreement or if Property Owners are aware of any such default, event or Event of Default, Property Owners shall disclose the details of default, its period of existence and what action, if any, has been taken or is proposed to be taken to correct the default; and (vii) any additional supporting information for its annual certifications as may be requested by the City, Iowa DOT, or other state or federal agency related to this Agreement, the RISE Grant Agreement, to ensure compliance with said agreements and with the rules and regulations promulgated by the Iowa DOT for

RISE funded projects, as amended from time to time. The certification and supporting documentation shall be provided not later than November 15, 2026 and on or before November 15 of each subsequent year for a period of five (5) years following the completion of construction of the Project, or the Iowa DOT monitoring period for economic impact under the RISE Grant Agreement, whichever is longer.

5. REPRESENTATIONS AND WARRANTIES OF THE CITY:

- a) The City is a municipal corporation and municipality organized under the provisions of the constitution and the laws of the State of Iowa and has power to enter into this Agreement and carry out its obligations and undertakings hereunder.
- b) All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity hereof.

6. REPRESENTATIONS AND WARRANTIES OF PROPERTY OWNERS:

- a) Property Owners have all requisite power and authority to enter into and perform the obligations under this Agreement.
- b) Property Owners represent and warrant that Property Owners have marketable title to the Property.
- c) This Agreement has been duly and validly authorized, executed, and delivered by Property Owners and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid, legally binding instrument of Property Owners and enforceable in accordance with its terms.
- d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement of instrument of whatever nature to which any of the Property Owners are now a party or by which the Property is bound, nor do they constitute a default under any of the foregoing.
- e) There are no actions, lawsuits, or proceedings pending, threatened against, or affecting Property Owners in any court, before any arbitrator, or before or by any governmental body for which there is a reasonable possibility of an adverse decision which in manner raises any questions affecting the validity of the Agreement or Property Owners' ability to perform its obligations under this Agreement.
- f) Property Owners have not received any notice from any local, state, or federal official that the activities the Property may or will be in violation of any environmental law or regulation. Property Owners are not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state, or federal environmental law, regulation, or review procedure applicable to the Property or the Project and Property Owners not currently aware of any violation of any local, state, or environmental law, regulation, or review procedure which would give any person a valid claim under any state or environmental statute with respect thereto.
- g) No statement of fact made by or on behalf of Property Owners in this Agreement or in any other document or certificate delivered to City by Property Owners contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to Property Owners which has not been disclosed to City which could

have a material adverse effect on the eligibility of the Project for RISE funding.

- h) Property Owners certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Property Owners hereby agrees to defend, indemnify and hold harmless the City from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
- i) Property Owners agree that (a) all of the representations and warranties of Property Owners set forth in this Agreement are made as of the date hereof (except as expressly otherwise provided) and (b) all representations, warranties, and covenants made by Property Owners shall continue until the termination of this Agreement.

7. DEFAULT

- a) Events of Default Defined: The following shall be Events of Default under this Agreement. The term "Event of Default", whenever used in this Agreement, shall mean any one or more of the following events:
 - 1. Any representation or warranty made by the City in this Agreement shall prove to have been incorrect, incomplete, or misleading in any material respect on, or as of the date of, the issuance;
 - 2. Failure by either party to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement; or
 - 3. Any representation or warranty made by the Property Owners in this Agreement, or made by the Property Owners in any written statement or certificate furnished by the Property Owners pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on, or as of the date of, the issuance or making thereof.
- b) City's Remedies on Default. Whenever any Event of Default referred to in Section 7(a) of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days written notice by the City to the Property Owners of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Property Owners do not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible
 - 1. The City may suspend its performance under this Agreement until it receives assurances from the Property Owners, deemed adequate by the City, that the Property Owners will cure its default and continue its performance under this Agreement;
 - 2. The City may terminate this Agreement;
 - 3. The City may take any other action, including legal, equitable, or administrative action, which may appear necessary or desirable to recover damages or enforce performance and observance of any obligation, agreement, or covenant of the Property Owners under this Agreement, including but not limited to claiming the bond(s) provided pursuant to Paragraph 2(f) or filing any appropriate liens.
- c) No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, now or hereafter existing at law, in equity, or by statute. No delay or omission to exercise any right or power accruing upon

any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

- d) No Implied Waiver. In the event any agreement contained in this Agreement should be breached by the Property Owners and thereafter waived by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach hereunder.
 - e) Property Owners' Remedies on Default. Whenever any Event of Default occurs by the City, the Property Owners may terminate this Agreement, and the Property Owners may take any legal action it considers necessary to recover damages from the City or to enforce this Agreement, subject to a ninety (90) day written notice to the City with an opportunity for the City to cure the Event of Default during the ninety (90) day notice period.
8. NO THIRD-PARTY BENEFICIARIES. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.
9. MISCELLANEOUS.
- a) Notices and Demands. A notice, demand, or other communication wider than this Agreement, by any party to the other shall be sufficiently given or delivered if it is dispatched by a registered or certified mail, postage prepaid, return receipt requested at the addresses listed above, or delivered personally.
 - b) Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute one in the same instrument.
 - c) Governing Office. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.
 - d) Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof and supersedes all prior agreements, negotiations, or discussions, whether oral or written.
 - e) Amendment. No amendment or modification hereof shall be deemed valid unless first reduced to writing and dated and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless such waiver is in writing, duly executed and dated by the party or parties sought to be charged therewith.
 - f) Successors and Assigns. This Agreement is intended to and shall insure to the benefit of and be binding upon the parties hereto and their respective permitted assessors and assigns. Property Owners shall not assign their rights and obligations under this Agreement to any other party without written permission of the City.
 - g) Runs with Land. The obligations of the Property Owners and their successors and assigns shall be a burden upon and covenants running with ownership of the Property.
10. TERMINATION. Unless otherwise terminated as otherwise provided in this Agreement, this

Agreement shall terminate upon fulfillment by each party of the obligations set forth herein.

11. ADDITIONAL CONDITIONS PRECEDENT.

- a) Approval of RISE Grant Agreement. Notwithstanding any other provision of this Agreement, the parties' obligations is Agreement shall be conditioned upon the City and State entering into a final, binding agreement for award of a RISE grant to fund the Project. In the event that the RISE Grant Agreement is not fully approved and executed on or before March, 1, 2026, this Agreement shall terminate and neither party shall have any further obligations with respect hereto.
- b) Approval By Council. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution.

[Signature Pages Follow]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in name and its behalf by its Mayor and its seal to be duly affixed and attested to by its City Clerk as of the date first above written.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rachel Greving, City Clerk

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this day of _____, 2025, before me a Notary Public in and for said State, personally appeared Scott Mikkelsen and Rachel Greving, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa, a municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipality, and that said instrument was signed and sealed on behalf of said municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public – State of Iowa

IN WITNESS WHEREOF, the Property Owners have executed this Agreement as of the date first above written.

PROPERTY OWNERS:



STATE OF IOWA)
)ss
COUNTY OF POLK)

This record was acknowledged before me on the 10th day of October, 2025, by
Tyler Leo.




Notary Public – State of Iowa

EXHIBIT A: RISE GRANT AGREEMENT



AGENDA ITEM: Resolution 10-3025 Setting Public Hearing (11-25-2025, 5:30 PM): Fox Glen & Prairie Heights Rezone

BACKGROUND: The subject property is currently owned by F18 Holdings, LLC, which is generally located at the northwest corner of SW 19th Street and SW Jazzwood Drive and the east side of SW Jazzwood Drive. The approximately 52-acre property is currently zoned A-1 and is identified on the Future Land Use Plan as Low-Density Residential on the west side of SW Jazzwood Drive and Medium-Density Residential on the east side of SW Jazzwood Drive. The applicant is requesting to rezone the property to R-4 (PUD) to allow for a mix of uses including, single-family and townhome residential and commercial. The proposed zoning is generally consistent with the Future Land Use Plan, however, a portion of the Low-Density Residential at the intersection of SW 19th Street and SW Jazzwood Drive is proposed to be swapped for Medium-Density Residential. Conversely, the Medium-Density Residential on the east side of SW Jazzwood Drive is proposed to be swapped for Low-Density Residential. Staff are supportive of the changes given that similar sized areas of Low-Density and Medium-Density are being swapped for one another. In addition, Medium-Density was swapped for Low-Density along SW Jazzwood Drive in the Hope Meadows Phase 2 rezone located just north of this project. Both developments would provide single-family development abutting SW Jazzwood Drive. The area of proposed commercial land use at the intersection of SW Jazzwood Drive and SW 19th Street differs from the future land use plans, however the change is supported by staff given the neighborhood scale and location at the intersection.

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 Coffey, Senior Planner, 515-986-4050, ecoffey@grimesiowa.gov

Prepared by: Evann Coffey, Senior Planner
Return to: Evann Coffey, Senior Planner

RESOLUTION SETTING PUBLIC TIME AND PLACE FOR PUBLIC HEARING ON
PROPOSED REZONING OF PROPERTY GENERALLY LOCATED NORTH OF SW 19TH
STREET AND EAST OF SW JAZZWOOD DRIVE FROM A-1 AGRICULTURAL DISTRICT TO
R-4 (PUD)

Grimes Resolution No. 10-3025

WHEREAS, certain land in the City of Grimes, Iowa, generally located north of SW 19th Street and east of SW Jazzwood Drive 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); 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 Room 202, in the City of Grimes, Polk County, Iowa at 5:30 p.m. on the 25th day of November, 2025, 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 October 28, 2025.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

FILE: H:\2502\2502080\2502080 - REZONING MAP.DWG
DRAWN BY: JOSH TRYGSTAD
CHECKED BY: JOSH TRYGSTAD
DATE: 10/22/2025 3:04 PM
COMMENTS:

ZONING

EXISTING: A-1: AGRICULTURE DISTRICT (52.00 AC)

PROPOSED: FOX GLEN: PUD (R-2): SINGLE-FAMILY DWELLING DISTRICT (10.68 AC)
AREA 'A': PUD (R-2): SINGLE-FAMILY DWELLING DISTRICT (28.80 AC)
AREA 'B': PUD (R-3 MED): MEDIUM DENSITY TWO OR MORE FAMILY DWELLING DISTRICT(10.85 AC)
AREA 'C': C-1: GENERAL COMMERCIAL DISTRICT (1.67 AC)

PARKLAND DEDICATION (PRAIRIE HEIGHTS ONLY)

PARKLAND REQUIRED

SINGLE-FAMILY :
62 LOTS X 3 PEOPLE/LOT X 6.5 ACRES/1000 PEOPLE = 0.70 ACRES

MULTI-FAMILY:
108 UNITS (MAX 10 UNITS/AC)
X 2 PEOPLE/UNIT X 6.5 ACRES/1000 PEOPLE = 1.40 ACRES
*TOTAL REQUIRED: = 2.10 ACRES

*NOTE:
TOTAL AMOUNT OF PARKLAND REQUIRED IS BASED ON MAXIMUM DENSITY BEING PROVIDED IN THE MULTI-FAMILY RESIDENTIAL AREA AND THE PRELIMINARY LOT CONFIGURATION OF THE SINGLE FAMILY AREA. ACTUAL AMOUNT REQUIRED FOR THE MULTI-FAMILY RESIDENTIAL AREA WILL BE BASED ON ACTUAL UNITS SHOWN IN THE SITE PLAN. ACTUAL AMOUNT REQUIRED FOR THE SINGLE FAMILY RESIDENTIAL AREA WILL BE BASED ON THE FINAL PLAT.

OWNER/APPLICANT

F18 HOLDINGS, LLC
CONTACT: JUSTIN FRAMPTON
1220 NE STATION CROSSING DR STE 112
GRIMES, IA 50111
PH: (515) 559-4443

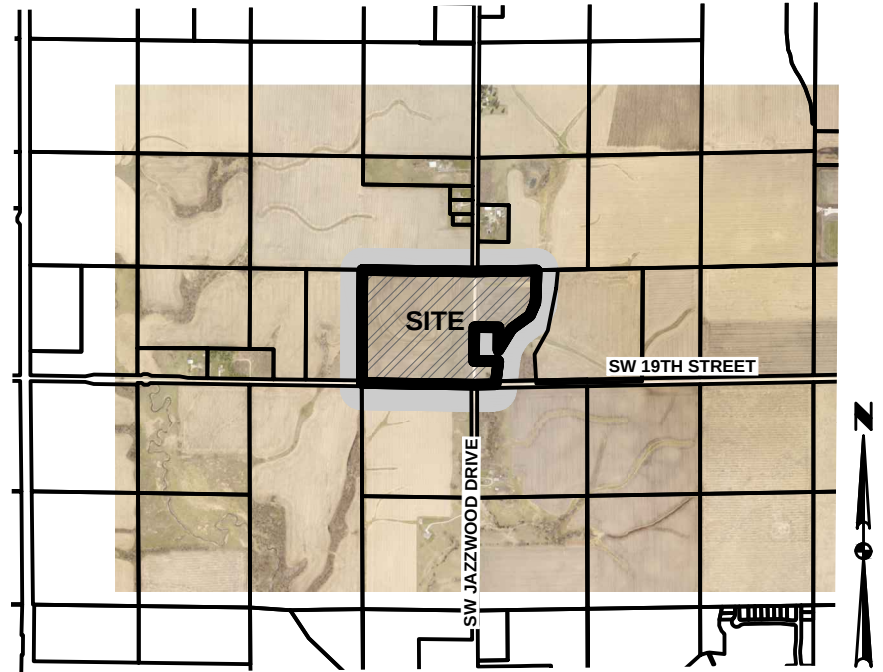
ENGINEER / SURVEYOR:

CIVIL DESIGN ADVANTAGE
CONTACT: JOSH TRYGSTAD
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369-4400
EMAIL: JOSHT@CDA-ENG.COM

LEGAL DESCRIPTION:

PARCEL "22-171" OF PLAT OF SURVEY RECORDED IN BOOK 2023 PAGE 1056, BEING A PART OF THE SW1/4 OF THE SW1/4 OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26, WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA;
AND THE SE1/4 OF THE SE1/4 OF SECTION 2, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA

VICINITY MAP:



GRIMES, IOWA

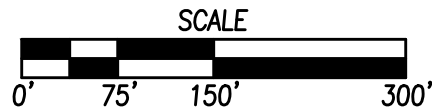
LEGEND:

- FOX GLEN AND AREA 'A'
PUD (R-2 70):
SINGLE-FAMILY DWELLING DISTRICT
- AREA 'B'
PUD (R-3, MED):
MEDIUM DENSITY, TWO OR MORE
FAMILY RESIDENTIAL DISTRICT
- AREA 'C'
C-1:
GENERAL COMMERCIAL DISTRICT

ADJACENT OWNERSHIP:

Parcel No.	Owner Address	Mailing	Area (ac.)	Area (%)	CONSENTING
1	SANDRA TAMKIN PO BOX 500 NEVADA, IA 50201		0.00	0.00%*	
2	HOPE K FARMS LLC 4500 WESTOWN PKWY STE 277 WEST DES MOINES, IA 50266		5.06	32.97%	32.97%
3	CITY OF GRIMES 101 NE HARVEY ST GRIMES, IA 50111		0.00	0.00%*	
4	SOLID GROUND LLC 1040 SE FRONTIER AVE STE 160 WAUKEE, IA 50263		0.34	2.21%	2.21%
5	JERRY WITMER 5940 156TH ST GRIMES, IA 50111		0.00	0.00%*	
6	MARCO PROPERTIES 6000 DOUGLAS AVE STE 210 DES MOINES, IA 50322		0.00	0.00%*	
7	PARK VILLAGE, LLC 9500 UNIVERSITY AVE, STE 2112 WEST DES MOINES, IA 50266		7.38	48.07%	48.07%
8	LAWRENCE AND BARBARA EVANS 101 NE HARVEY ST GRIMES, IA 50111		2.57	16.74%	
TOTAL =			15.35	100.00%	83.25%

* CITY PROPERTY AND AREAS OUTSIDE OF THE CORPORATE LIMITS ARE EXCLUDED FROM THE CONSENTING PERCENTAGES.



BULK REGULATIONS:

PUD (R-2 70) -- FOX GLEN AND PRAIRIE VILLAGE AREA 'A'

MINIMUM LOT AREA = 8,500 SF
MINIMUM LOT WIDTH = 70 FT

SETBACKS:
FRONT YARD = 30 FT
REAR YARD = 25 FT
SIDE YARD = 7/15 FT

MAX BUILDING HEIGHT = 35 FT
MAXIMUM DENSITY = 5.0 UNITS / ACRE

PUD (R-3 MED) -- AREA 'B'

MINIMUM LOT AREA = 80,000 SF
MINIMUM LOT WIDTH = 200 FT

SETBACKS:
FRONT YARD = 30 FT
REAR YARD = 30 FT
SIDE YARD = 7/14 FT (1.5 STORIES)
15/30 FT (2-3 STORIES)

MAX BUILDING HEIGHT = 40 FT
MAXIMUM DENSITY = 10.0 UNITS / ACRE

C-1 -- AREA 'C'

MINIMUM LOT AREA = NONE (SAME AS R-3 FOR R USES)
MINIMUM LOT WIDTH = NONE (SAME AS R-3 FOR R USES)

SETBACKS:
FRONT YARD = 0 FT
REAR YARD = 0 FT (25' ADJOINING R DISTRICT)
SIDE YARD = 0 FT (10' ADJOINING R DISTRICT)

MAX BUILDING HEIGHT = 50 FT

DATE

10/17/2025

09/10/2025

08/08/2025

REVISIONS

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

TECH:

ENGINEER: JAT

FOX GLEN & PRAIRIE HEIGHTS
REZONING MAP

2502.080

EXHIBIT A – LEGAL DESCRIPTION

PARCEL “22-171” OF PLAT OF SURVEY RECORDED IN BOOK 2023 PAGE 1056, BEING A PART OF THE SW1/4 OF THE SW1/4 OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26, WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA;

AND

THE SE1/4 OF THE SE1/4 OF SECTION 2, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA



AGENDA ITEM: Resolution 10-3125 Setting Public Hearing (11-25-2025, 5:30 PM): Park Village Rezone

BACKGROUND: The subject property is currently owned by Park Village, LLC, which is generally located north of SW 19th Street between SW Jazzwood Drive and W Ave/Alice's Road. The approximately 105.22-acre property is currently zoned A-1 and is identified primarily as Low-Density and Urban Reserve upon the Future Land Use Plan. Through staff's area planning efforts, the property has been identified as Low-Density Residential for all parcels in the development. The applicant is requesting to rezone the property to R-2 70 (Single- and Two-Family Dwelling District). The proposed zoning is consistent with the Future Land Use Plan and area plan land use.

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 Coffey, Senior Planner, 515-986-4050, ecoffey@grimesiowa.gov

Prepared by: Evann Coffey, Senior Planner

Return to: Evann Coffey, Senior Planner

RESOLUTION SETTING PUBLIC TIME AND PLACE FOR PUBLIC HEARING ON
PROPOSED REZONING OF PROPERTY GENERALLY LOCATED NORTH OF SW 19TH
STREET AND EAST OF SW JAZZWOOD DRIVE FROM A-1 AGRICULTURAL DISTRICT TO
R-2 70.

Grimes Resolution No. 10-3125

WHEREAS, certain land in the City of Grimes, Iowa, generally located north of SW 19th Street between SW Jazzwood Drive and W Ave/Alice's Road 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-2 70 (Single- and Two-Family Dwelling 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 Room 202, in the City of Grimes, Polk County, Iowa at 5:30 p.m. on the 25th day of November, 2025, 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 October 28, 2025.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

PARK VILLAGE PROPERTY

REZONING MAP

OWNER/APPLICANT

PARK VILLAGE, LLC
9500 UNIVERSITY AVE. STE. 2112
WEST DES MOINES, IA 50266
PH: (515) 327-0800
EMAIL: JJOHNSON@ACCURATEDVELOPMENT.COM

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: JOSH TRYGSTAD
4121 NW URBANDALE DR
URBANDALE, IOWA 50322
PH: 515-369-4400

ZONING

EXISTING:

A-1: AGRICULTURE DISTRICT (105.22 AC)

PROPOSED:

AREA 'A' R-1: SINGLE-FAMILY DWELLING DISTRICT (62.27 AC)

AREA 'B' R-2 70: SINGLE- AND TWO- FAMILY DWELLING DISTRICT (42.94 AC)

BULK REGULATIONS

R-2 70 LOTS

MINIMUM LOT AREA = 8,500 SF
MINIMUM LOT WIDTH = 70 FT

SETBACKS:

FRONT YARD = 30 FT
REAR YARD = 25 FT
SIDE YARD = 8/17 FT *
* ASSUMES MORE THAN 50% OF LOTS ARE ≥ 80' WIDE

MAX BUILDING HEIGHT = 35 FT

MAXIMUM DENSITY = 5.0 UNITS / ACRE

LEGEND:

 R-2 70:
SINGLE- AND TWO-FAMILY DWELLING DISTRICT

PARKLAND DEDICATION (PRAIRIE HEIGHTS ONLY)

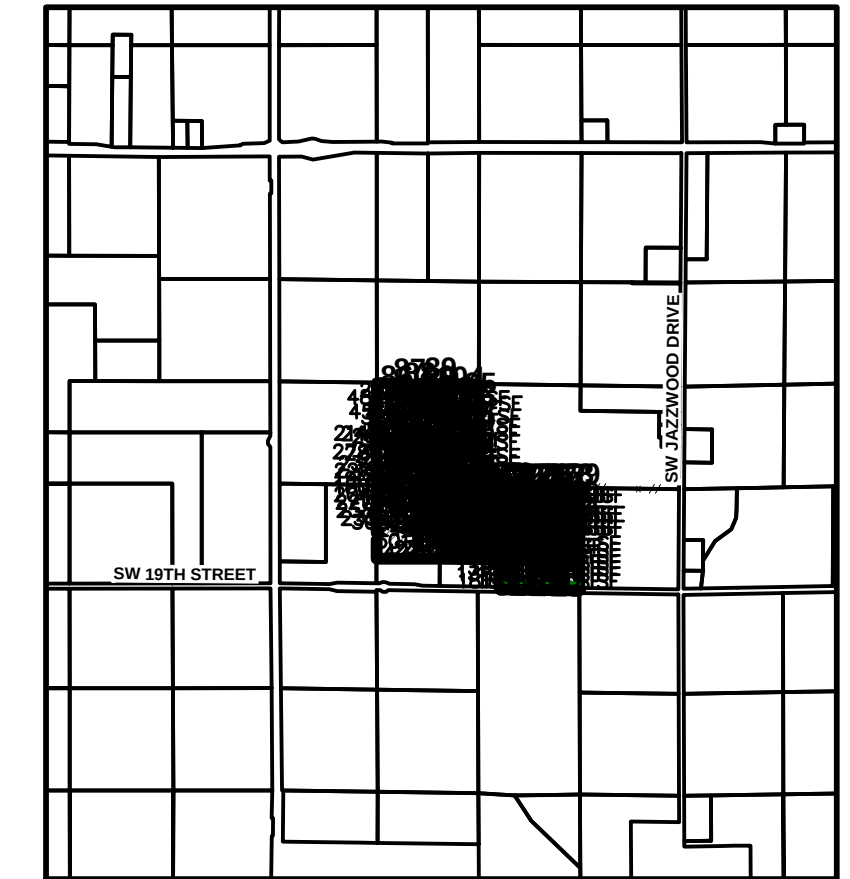
PARKLAND REQUIRED

SINGLE-FAMILY :
164 LOTS X 3 PEOPLE/LOT X 6.5 ACRES/1000 PEOPLE = 3.18 ACRES

* NOTE:

TOTAL AMOUNT OF PARKLAND REQUIRED IS BASED ON THE PRELIMINARY LOT CONFIGURATION OF THE SINGLE FAMILY AREA. ACTUAL AMOUNT REQUIRED FOR THE SINGLE FAMILY RESIDENTIAL AREA WILL BE BASED ON THE FINAL PLAT.

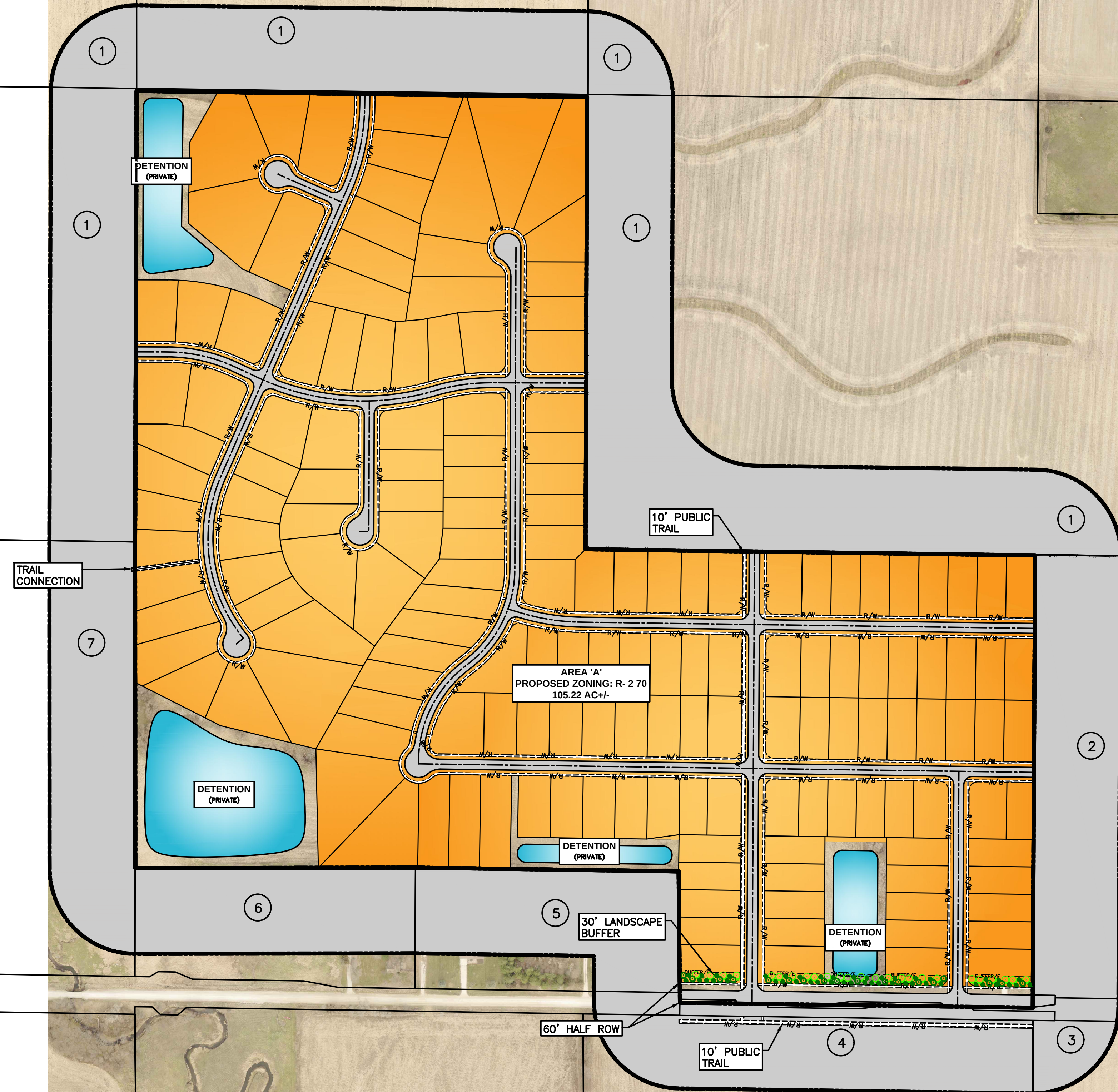
VICINITY MAP



GRIMES, IA



SCALE
0' 100' 200' 400'



PARK VILLAGE PROPERTY

REZONING MAP

REZONING DESCRIPTION

THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) AND THE WEST 660 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWO, TOWNSHIP SEVENTY–NINE, RANGE TWENTY–SIX (2–79–26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA,

EXCEPT THAT PART OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 2–79–26 WEST OF THE 5TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH SECTION LINE, 2232.4 FEET EAST OF THE SOUTHWEST (SW) CORNER OF SAID SECTION 2. PROCEED NORTH 250.8 FEET ON A LINE PERPENDICULAR TO THE SOUTH LINE OF SECTION 2, THENCE EAST 200 FEET; THENCE SOUTH 250.8 FEET TO THE SOUTH LINE OF SECTION 2; THENCE WEST 200 FEET TO THE POINT OF BEGINNING, SUBJECT TO EXISTING ROAD RIGHT–OF–WAY ON THE SOUTH 33 FEET, CONTAINING 1.15 ACRES, MORE OR LESS, ALL NOW BEING IN AND FORMING A PART OF DALLAS COUNTY, IOWA

AND INCLUDING THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWO, TOWNSHIP SEVENTY–NINE, RANGE TWENTY–SIX (2–79–26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST (SE) CORNER OF SAID SECTION 2, THENCE WEST ALONG THE SOUTH LINE THEREOF 1964.0 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 305.23’; THENCE EAST 244.0 ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF SAID SECTION 2; THENCE S 18°26’ W 227.68’; THENCE SOUTH 89.23’ TO SAID SOUTH LINE OF SECTION 2; THENCE WEST 172.0’ ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING; SAID PARCEL BEING SUBJECT TO ANY EASEMENT OF RECORD FOR ROAD PURPOSES.

AND EXCEPT THAT PART OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 2–79–26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) 490.67 FEET WEST OF THE SOUTH QUARTER (S 1/4) CORNER OF SAID SECTION 2; THENCE N 90°00’W (ASSUMED FOR THE PURPOSE OF THIS DESCRIPTION ONLY), ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), 817.37 FEET TO A POINT THAT IS 1308.03 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE N 00°25’36” E, ALONG THE WEST LINE OF SAID EAST HALF (E 1/2) SOUTHWEST QUARTER (SW 1/4), 371.0 FEET; THENCE N 89°03 ’E, 814.70 FEET; THENCE S 00°00’ E, 383.30 FEET TO THE POINT OF BEGINNING; CONTAINING 7.06 ACRES, MORE OR LESS, SUBJECT TO EXISTING ROAD RIGHT–OF–WAY OVER THE SOUTH 33.0 FEET THEREOF CONTAINING 0.62 ACRES, MORE OR LESS.

AND EXCEPT THAT PART OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 2–79–26 WEST OF THE 5TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH SECTION LINE 2125.40 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE N 00°00’ E, (ASSUMED FOR THE PURPOSE OF THESE DESCRIPTIONS ONLY), 250.80 FEET ON A LINE PERPENDICULAR TO THE SOUTH LINE OF SECTION 2; THENCE N90°00’E, 107.00 FEET; THENCE S 00°00’ W. 250.80 FEET TO THE SOUTH LINE OF SECTION 2; THENCE S 90°00’ W, 107.00 FEET TO THE POINT OF BEGINNING, SUBJECT TO EXISTING ROAD RIGHT–OF–WAY OVER THE SOUTH 33.0 FEET THEREOF CONTAINING 0.62 ACRES, MORE OR LESS, ALL NOW BEING IN AND FORMING A PART OF DALLAS COUNTY, IOWA

AND EXCEPT BEGINNING AT THE SOUTH QUARTER (S 1/4) CORNER OF SECTION 2–79–26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA; THENCE S 90°00’ W 183.67 FEET, THENCE N 00°00’ E 250.8 FEET; THENCE S 90°00’ W 307.00 FEET, THENCE N 1°20’30” W 132.50 FEET, THENCE S 89°57’51” E 769.15 FEET. THENCE S 1°20’30” E 383.3 FEET TO THE SOUTH LINE OF SECTION 2, THENCE N 89°56’30” W 279.70 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, INCLUDING 0.35 ACRES ROAD RIGHT OF WAY.

AND

THE EAST 660 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 2, IN TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA.

ADJACENT OWNERSHIP

Parcel No.	Owner Address	Mailing	Area (ac.)	Area (%)	CONSENTING
1	SANDRA TAMKIN PO BOX 500 NEVADA, IA 50201		32.44	0.00% *	
2	FI8 HOLDINGS, LLC 1220 NE STATION CROSSING DR STE 112 GRIMES, IA 5011		7.55	100.00%	100.00%
3	JERRY WITMER 5940 156TH ST GRIMES, IA 50111		1.13	0.00% *	
4	MARCO PROPERTIES 6000 DOUGLAS AVE STE 210 DES MOINES, IA 50322		7.04	0.00% *	
5	RUSS & JESSICA REAMES 32429 250TH ST GRIMES, IA 50111		5.18	0.00% *	
6	DAVID & JULIE ROBERTSON PO BOX 592 WAUKEE, IA 50263		4.69	0.00% *	
7	JON FINDLEY 2143 COWLEY WAY SAN DIEGO, CA 92110		6.58	0.00% *	
TOTAL =			64.61	100.00%	100.00%

* CITY PROPERTY AND AREAS OUTSIDE OF THE CORPORATE LIMITS ARE EXCLUDED FROM THE CONSENTING PERCENTAGES.

DATE

10/17/2025

09/10/2025

08/08/2025

REVISIONS

REVISED

SUBMITAL #2

PREPARED

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

TECH:

ENGINEER: JAT

PARK VILLAGE PROPERTY

REZONING MAP

2507.581

2

2

GRIMES, IOWA

CSA

CIVIL DESIGN ADVANTAGE

Page 38 of 277

EXHIBIT A - PARK VILLAGE
ZONING DESCRIPTION

THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) AND THE WEST 660 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWO, TOWNSHIP SEVENTY-NINE, RANGE TWENTY-SIX (2-79-26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA,

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EXHIBIT A - PARK VILLAGE
ZONING DESCRIPTION

AND

THE EAST 660 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 2, IN TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA.



CITY COUNCIL COMMUNICATION
Meeting Date: 10/28/2025

AGENDA ITEM: Resolution Approving Personnel Transactions

BACKGROUND: This resolution authorizes names of individuals and their specific rates of pay to fill positions consistent with job descriptions and salary ranges previously approved and adopted by City Council, in the normal course of the HR Department's business.

BUDGETARY CONSIDERATIONS: These positions were included in the previously approved budget for FY25, unless otherwise stated herein.

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: n/a

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Erik Fisk, Director Human Resources, 515-986-3036, efisk@grimesiowa.gov

Prepared by: Lindsey Edgeton

Return to: Lindsey Edgeton, Erik Fisk, Marcia Woodke, Carol Thornburg

RESOLUTION APPROVING PERSONNEL TRANSACTIONS

Grimes Resolution No. 10-3225

WHEREAS, pursuant to duly authorized job descriptions and approved wage ranges by the City Council, Karley Evans, Abigail Embree, and Kelly Brouard were hired as Part-Time Library Associates at the rate of \$16.26 per hour and with a start date of October 13, 2025.

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

PASSED and APPROVED on October 28, 2025.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk



AGENDA ITEM: Resolution Deleting Property from the Grimes Urban Renewal Area

BACKGROUND: The City Council identified Urban Renewal Restatement as a priority during its 2024 Strategic Planning process. Staff has catalogued all Urban Renewal action since the program's inception in 1987. Upon review, it was determined that land no longer within Grimes' corporate boundary is still included in the Urban Renewal plan. This Amendment removes property from the Urban Renewal plan that is no longer in Grimes as well as land intended to be removed by a 1990 Amendment, but that was not formally approved by the City.

BUDGETARY CONSIDERATIONS: None

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: City Council last amended the Urban Renewal Plan in October 2024.

STAFF RECOMMENDATION: Staff recommends approval of the Amendment.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Katie Lord, Economic Development Director, klord@grimesiowa.gov

Prepared by: Katie Lord, Economic Development Director, klord@grimesiowa.gov

Return to: Katie Lord, Economic Development Director, klord@grimesiowa.gov

DELETING PROPERTY FROM URBAN
RENEWAL AREA

419952-111

Grimes, Iowa

October 28, 2025

The City Council of the City of Grimes, Iowa, met on October 28, 2025, at 5:30 p.m., at the Grimes Community Complex, 410 SE Main Street, for the purpose of deleting property from the Grimes Urban Renewal Area.

The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

Council Member _____ moved the adoption of the following resolution entitled "Resolution Deleting Property from the Grimes Urban Renewal Area," and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as follows:

RESOLUTION NO. _____

Resolution Deleting Property from the Grimes Urban Renewal Area

WHEREAS, the City of Grimes, Iowa (the “City”), has previously established the Grimes Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives to be undertaken therein; and

WHEREAS, the City Council now desires to decrease the size of the Urban Renewal Area by deleting certain property (the “Property”) from the Urban Renewal Area, as set out on Exhibit A hereto; and

NOW, THEREFORE, Be It Resolved by the City Council of Grimes, Iowa, as follows:

Section 1. The Property as described on Exhibit A hereto is hereby deleted from the Urban Renewal Area.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved October 28, 2025.

Mayor

Attest:

City Clerk

EXHIBIT A
Description of
Property Deleted from the
Grimes Urban Renewal Area
October 28, 2025

THE SOUTH 330 FEET OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF URBANDALE, DALLAS COUNTY, IOWA.

AND

THE SOUTH 30.20 ACRES OF THE WEST 118.50 ACRES OF THE NORTHWEST FRACTIONAL QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER, ALL BEING OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF URBANDALE, POLK COUNTY, IOWA.

AND

THE WEST HALF OF THE SOUTHEAST QUARTER, ALL BEING OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF GRIMES, POLK COUNTY, IOWA.

AND

THE NORTHWEST QUARTER, THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL BEING OF SECTION 19, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF GRIMES, POLK COUNTY, IOWA.

AND

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF URBANDALE, POLK COUNTY, IOWA.

AND

THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF URBANDALE, POLK COUNTY, IOWA.

AND

THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER ALL BEING OF SECTION 20, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF URBANDALE, POLK COUNTY, IOWA.



AGENDA ITEM: SE 41st Street and SE Park Drive Extension – Iowa Department of Transportation "Revitalize Iowa's Sound Economy" (R.I.S.E.) Agreement.

BACKGROUND: On January 24, 2024, Council approved the grant application to obtain funding through the Iowa Department of Transportation's "Revitalize Iowa's Sound Economy" (R.I.S.E.) Program for the improvements along SE 41st Street and SE Park Drive. The application was approved by the Transportation Commission on May 9, 2023. Following the application an agreement for the construction of approximately 945 feet of SE Park Drive and 790 feet of SE 41st Street was produced. Through the agreement the IDOT would cover 50 percent of eligible items associated with the project up to \$1,033,391.00 and the developer would reimburse the City for the balance not covered by the agreement. The project is scheduled to be bid this winter and begin construction in the spring.

BUDGETARY CONSIDERATIONS: The agreement will cover 50% of the total cost of the eligible items up to \$1,033,391 and the developer will reimburse the City for the balance not covered by the agreement.

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: The staff recommends approval by the City Council.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 10-3425 APPROVING AN AGREEMENT WITH THE CITY OF GRIMES AND
THE IOWA DEPARTMENT OF TRANSPORTATIONS TO OBTAIN FUNDING THROUGH
“REVITALIZE IOWA’S SOUND ECONOMY” (R.I.S.E.) PROGRAM FOR THE SE 41ST
STREET AND SE PARK DRIVE EXTENSION PROJECT

Grimes Resolution No. 10-3425

WHEREAS, the State of Iowa has developed a program of funding, administered through the Iowa Department of Transportation entitled "Revitalize Iowa's Sound Economy" (R.I.S.E.), and

WHEREAS, , said program assists cities in the development of appropriate transportation systems to attract and retain business and industry, creating job opportunities for the citizens of those communities and improving the overall economic character of the area, and

WHEREAS, there is demand from businesses for parcels in Grimes with adequate transportation access, and

WHEREAS, the future economic growth should create new jobs for central Iowans and long term investments for businesses.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Authority approves the Agreement with the City of Grimes and the Iowa DOT for R.I.S.E. funding which will partially finance the SE 41th Street and SE Park Drive Extension Project..

PASSED and APPROVED on October 28, 2025.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

Iowa Department of Transportation Agreement for a Revitalize Iowa's Sound Economy Program (RISE) Project

RECIPIENT: Grimes

PROJECT NO: RM-3125(618)--9D-77

IOWA DOT AGREEMENT NO.: 2023-R-007

This is an agreement between Grimes (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Recipient submitted an application to the DOT for funding through the Revitalize Iowa's Sound Economy (RISE) fund under Iowa Code Chapter 315, and the application was approved by Transportation Commission Order No. TD-2023-72 on May 9, 2023.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules the DOT agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the construction of approximately 945 feet of SE Park Drive and 790 feet of SE 40th Street located on the south side of town.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead organization for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be Jennifer Kolacia, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1738, email Jennifer.Kolacia@iowadot.us. The Recipient's contact person shall be Matt Ahrens, PE, City Engineer, City of Grimes, 101 NE Harvey Street, Grimes, IA 50111, mahrens@grimesiowa.com, 515-986-4050.
3. The Recipient shall be responsible for the development and completion of the following described project:

Construction of approximately 945 feet of SE Park Drive and 790 feet of SE 40th Street located on the south side of town.

Provide improved access to three lots totaling more than 57 acres for office, distribution and warehousing purposes. The associated economic development is the majority of the designated development area (more than 57 acres in total and shown on Exhibit A highlighted in yellow) will be developed with RISE eligible land uses.

See Exhibit A.

4. Eligible project costs for the project described in Section 3 of this agreement, listed above, date of project approval (funding commitment) by the Transportation Commission shall be paid as follows:

City RISE Funds:	\$1,033,391
Grimes Local Contribution:	\$1,033,390
Project Total:	\$2,066,781

5. The local contribution stated above may include cash or non-cash contributions to the project. The Recipient shall certify to the DOT the value of any non-cash contribution to the project prior to it being incurred. For right of way contributions, the recipient shall submit an appraisal from a qualified independent appraiser. The DOT reserves the right to review the Recipient's certificate of value and has sole authority to determine the value of the Recipient's non-cash contribution for the purposes of this agreement. If, as a result of the DOT's determination, the Recipient's total cash and non-cash contribution is below that stated in the terms of this agreement, the Recipient shall increase its cash contribution in order to complete the Recipient's local contribution, or the grant and/or loan amount associated with this project shall be reduced accordingly.
6. The portion of total project costs paid by RISE grant shall not exceed the amount stated above \$1,033,391 or 50 percent of the total cost of the eligible items, whichever is the smaller amount. Any cost overruns shall be paid solely by the applicant.
7. Project activities or costs eligible for funding include only those items set out in Exhibit B which is attached hereto and by this reference incorporated into this agreement, and which are necessary to complete the project as described in Section 3.
8. Activities or costs ineligible for funding include but are not limited to those items set out in Exhibit C which is attached hereto and by this reference incorporated into this agreement.
9. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the DOT shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.
10. The DOT reserves the right to delay reimbursement of funds to the Recipient if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the DOT shall so notify the Recipient in writing and shall give the Recipient an estimate of when reimbursement might be expected. The DOT shall establish a system to equitably make reimbursements to all Recipients so affected.
11. The attached project implementation schedule, Exhibit D, shall be used unless the Recipient submits to the DOT, no later than 30 days subsequent to the Recipient's signature date on this agreement, a revised implementation schedule.
12. The Recipient must have let the contract or construction started within three years of the date this project is approved by DOT. If the Recipient does not do this, they will be in default for which the DOT can revoke funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.

13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
16. This agreement is not assignable without the prior written consent of the DOT.
17. If the project described in Section 3 of this agreement crosses a DOT primary road, then:
 - A. If right of way is required for the project, the LPA shall acquire the necessary right of way in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. For right of way acquisitions that impact a primary road, the LPA shall submit preliminary right of way plans to the DOT's Right of Way Bureau (Property Management LPA Coordinator) for review and approval prior to the commencement of any acquisition negotiations.
 - B. The Recipient shall submit six copies of plans for all primary road system crossings to the DOT contact person for review and approval by the District Offices for necessary permits, Road Design and Maintenance Bureau with regard to crossing design and location, signing, fencing, safety, maintenance, compliance with access control policy, etc. Said approval shall be obtained before the Recipient proceeds with the construction of any primary road system crossing.
 - C. The use of primary highway right of way for this projects' purpose shall be subject to any rights enjoyed by any existing utility lines presently within the right of way. If excavation of a utility line over which this project has been placed is necessary for any reason, the utility shall be responsible for proper backfilling of said excavation to ground level. The Recipient shall be responsible for any necessary resurfacing or restoration.
 - D. The use of primary highway right of way for this projects' purposes shall be subject to any future plans for reconstruction, improvement, maintenance, and/or relocation of the highway by the DOT. Any relocation of this project necessary because of said plans shall be at the expense of the Recipient, all at no cost to the DOT.
18. The Recipient shall acquire the project right of way, whether by lease, easement or fee title and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in the DOT's Right of Way manual. The Recipient shall contact the DOT for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds in the right of way purchase are involved. The Recipient will need to comply with all state and local environmental requirements and regulations before acquiring any needed right of way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal-aid participation for right of way acquisition, the Recipient will need to get environmental concurrence and Federal Highway Administration (FHWA) authorization before purchasing any needed right of way.

19. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highways Right of Way and the Policy for Accommodating Utilities on Primary Road system when on the DOT's right of way. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal-aid reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.
20. The Recipient shall be responsible for obtaining any permits, such as the Right to Occupy and/or Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to the start of construction.

The Recipient shall complete all known required environmental permits before the project is advertised for letting. In addition, the Recipient shall fully comply with all applicable environmental requirements before funds are reimbursed or credited.

The approval of the project application for funding nor the signing of this agreement nor the concurrence to advertise shall be construed as approval of any required permit from DOT.

21. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
22. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC Chapter 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
23. The project plans, specifications and cost estimate shall be prepared and certified by a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other agreement documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient. However, the plans, specifications and other agreement documents for each division must be submitted at least thirty (30) days prior to the project advertising of each division. Project cannot be advertised until DOT concurrence has been acquired. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project letting. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
24. The Recipient shall be responsible for the daily inspection of the project. For projects let to contract, the Recipient shall compile a daily log of materials and quantities. For projects constructed with local forces, the Recipient shall compile a daily log of materials, equipment and labor on the project. The DOT reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.

25. The Recipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The Recipient shall also make such materials available at all reasonable times during the construction period and for three years from the date of final reimbursement, for inspection by the DOT, FHWA, or any authorized representatives of the Federal government. Copies of said materials shall be furnished by the Recipient if requested.
26. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
27. The DOT shall reimburse the Recipient for properly documented and certified claims for eligible project activity costs less a retainage of not more than five percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the DOT determines the Recipient is overpaid, the Recipient shall reimburse the overpaid amount to the DOT.
28. Upon completion of the project described in this agreement, a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.

In addition, prior to final reimbursement for the project the Recipient shall furnish a set of "as-built" plans of the project to the DOT.

Final reimbursement of funds, including retainage, shall be made only after the DOT accepts the project as complete.

29. If, in the opinion of the Recipient, the specific provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, prove to be burdensome to the Recipient or otherwise not in the public interest, and if the Recipient decides that the provisions of this agreement can be otherwise complied with without endangering public safety, the Recipient may request that said provisions be waived on all or specific parts of the project identified by the Recipient. Such request shall be made in writing to the DOT's contact person who shall, after consultation with other DOT staff, as necessary, make the final determination concerning said waiver. If said waiver is granted, all provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall be performed by the Recipient's contact person or designee.
30. The Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews and funding participation.
31. This agreement may be declared to be in default by the DOT if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or

misrepresentations; or if the DOT determines that the project is not developed as described in the application.

32. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or a notice of continued default.
33. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of funds loaned or granted by this agreement. By signing this agreement, the Recipient agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the DOT Commission and may include cash repayment, installment repayments with negotiable interest rates, charges against the Recipient's share of road use tax funds, or other methods as approved by the Commission.
34. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this section for arbitration.
35. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the DOT. Failure to comply with this provision may be considered a default of this agreement.
36. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, national origin, religion, pregnancy, or disability.
37. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit E which is attached hereto and by this reference incorporated into this agreement.
38. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules. For portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the Recipient shall provide the DOT file copies of project letting documents within five (5) working days after the letting. The Recipient must wait for DOT concurrence before making the final award.
39. The Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa

Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

40. Local Development: The Recipient shall notify the DOT's contact person within 30 days of the date the RISE project was constructed and open to traffic. The Recipient shall certify to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic any associated economic development which has resulted from the project, including infrastructure improvements, capital investment, and/or job creation. This certification by the Recipient is subject to review by the DOT.

Land: The Recipient shall also provide certification documentation to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic that the majority of the area that was developed is RISE eligible. The Recipient will certify that the developed area has been maintained as a RISE eligible development and that the said development meets RISE eligibility requirements. This certification by the Recipient is subject to audit by the DOT and the DOT has sole authority to determine whether the associated economic development has been accomplished. If the majority of the developed area is not RISE eligible then the Recipient shall pay back an amount determined by the DOT up to the full repayment of the RISE award.

The DOT shall monitor the progress of the associated economic development following the construction of the RISE project. Failure to certify the associated economic development shall be considered a default under this agreement.

41. This agreement as set forth in sections 1 through 41 herein, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2023-R-007 as of the date shown opposite its signature below.

RECIPIENT: Grimes

By: _____ Date _____, _____

Title: Mayor

CERTIFICATION:

I, _____, certify that I am the Clerk of the city, and that
(Name of City Clerk)

_____, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city, on the ____ day of _____, _____.

Signed: _____

City Clerk of Grimes, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division
800 Lincoln Way, Ames, Iowa 50010

By: _____ Date _____, 20__

Debra Arp
Grant Team Leader
Local Systems Bureau

Exhibit A

Project Site Map:

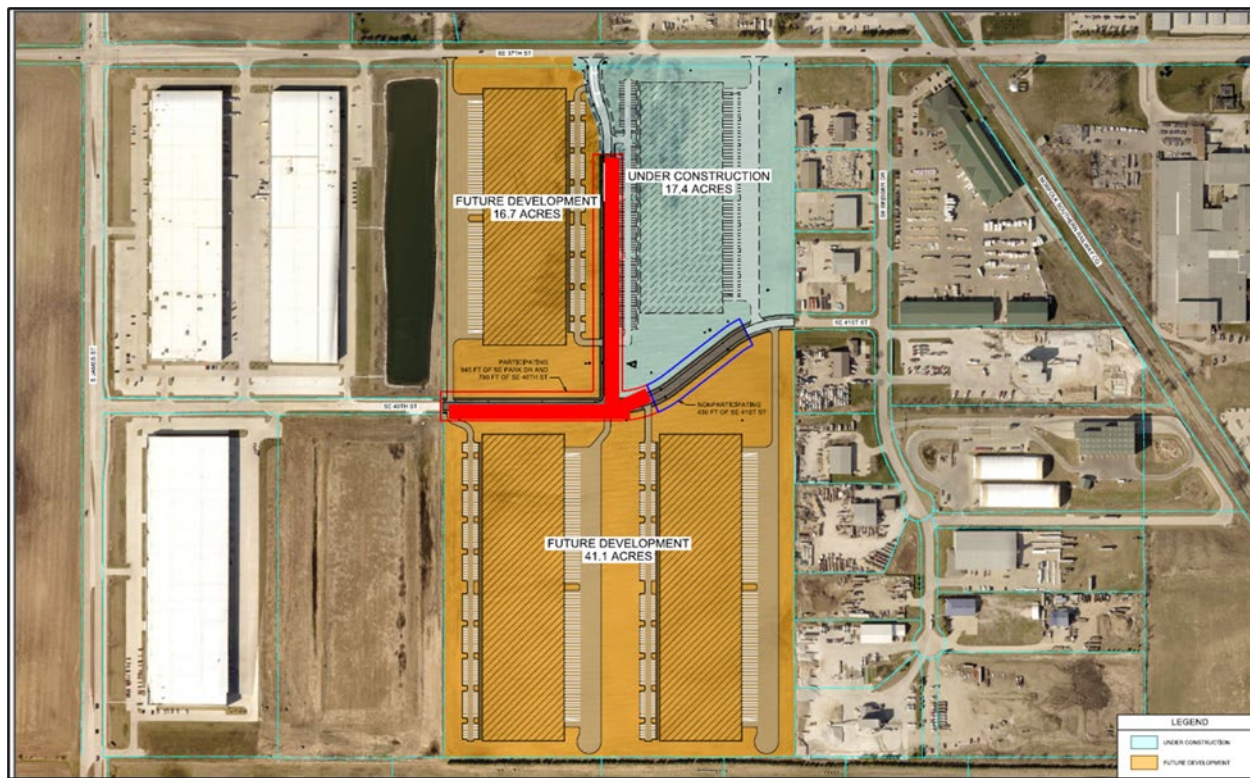


Exhibit B

Project activities or costs eligible for RISE funding, and which may be counted as part of the non-RISE participation in immediate opportunity and local development roadway projects, include only the following:

- a. Roadway resurfacing, rehabilitation, modernization, upgrading, reconstruction or initial construction, including grading and drainage, paving, erosion control, pavement overlays and shoulder widening and stabilization.
- b. Bridge and culvert repair, modernization, replacement or initial construction.
- c. Roadway intersection and interchange improvements including warranted traffic signalization when it is integral to the improvement.
- d. Public transportation system improvements, including but not limited to bus shelters, bus turnouts, and passenger information signage, when they are integral to the roadway improvement and were approved for inclusion in the project by the Department prior to the funding commitment.
- e. Bicycle and pedestrian infrastructure improvements, including but not limited to sidewalks, at-grade pedestrian crossings, bike lanes, and separated bike lanes, when they are integral to the roadway improvement and were approved for inclusion in the project by the Department prior to the funding commitment.
- f. Right-of-way acquisition costs, including but not limited to appraisals, negotiation, compensation, and cultural resources surveys necessary to comply with applicable local, state and federal laws, rules and regulations.
- g. Construction or improvement of motorist rest areas, welcome centers and information centers.
- h. Design engineering costs leading to construction plan development and construction inspection costs associated with RISE-financed projects.
- i. County and City bond principal and interest payments associated with RISE projects. No financing expenses incurred prior to funding commitment shall be eligible.
- j. Storm drainage and storm sewer costs to the extent needed for draining the roadway.
- k. Reconstruction or adjustment of utilities, including but not limited to water, sanitary sewer, electric, telephone, and natural gas, when utilities are located on private property and require replacement or relocation due to project construction; or said utilities are located in the public right-of-way and the utility is not required to relocate at its own expense.
- l. Costs associated with the acquisition of local, state and federal permits required for roadway construction.

Exhibit C

Activities or costs ineligible for RISE funding, and which may not be counted as part of the non-RISE participation in immediate opportunity or local development roadway projects, include but are not limited to the following:

- a. Any and all costs incurred prior to a funding commitment by the commission notwithstanding rule 761—163.9(315).
- b. Routine roadway, bridge and culvert maintenance, including but not limited to pothole filling, crack sealing, seal coating, patching, shoulder maintenance, gravel or earth roadway maintenance, and bridge painting.
- c. Winter roadway and bridge maintenance, including but not limited to snow plowing, sanding and salting.
- d. Overhead and operating costs associated with eligible project activities, including auditing.
- e. Expenses associated with the preparation and submission of applications for RISE funding.
- f. Pre-design engineering, feasibility or alignment studies, and other planning expenses.
- g. Traffic signalization, except as an integral part of a roadway project.
- h. Pavement marking and traffic signs, except as an integral part of a roadway project.
- i. Utility construction, reconstruction or adjustment except for those activities or costs described in Exhibit B, Item k.
- j. Safety appurtenances, except as an integral part of a roadway project.
- k. Lighting, except as an integral part of a roadway project.
- l. Lighting energy and maintenance costs.
- m. Sidewalks, bicycle paths and railroad-highway crossings, except when replacing those facilities in service and affected by the project, or as an integral part of a roadway project.
- n. Parking expenditures, including those for structure, lots, meters, paving, and marking whether on-street or off-street parking.
- o. Non-roadway transportation expenditures, including those for railway, aviation, public transportation and inland waterway facilities and equipment.
- p. Purchase of furnishings, construction equipment and personal property.
- q. General government expenses and expenses associated with the provision of any public service which are not eligible for RISE program assistance.
- r. Donated right of way.

Exhibit D

Project Implementation Schedule:

Commission Approval Date:	May 9, 2023
Design Completion:	October 2025
Letting/Bid Date:	December 2025
Project Closeout:	May 2027

Exhibit E

CONTRACT PROVISION

**Targeted Small Business (TSB)
Affirmative Action Responsibilities**
on
Non-Federal Aid Projects (Third-Party State-Assisted Projects)

October 2024

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars, and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority
Targeted Small Business Certification Program
1963 Bell Ave.
Suite 200
Des Moines, IA 50315
Phone: (515) 348-6200
Website: <https://www.iowaeda.com/small-business/targeted-small-business/>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufacturers and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTORS SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority, and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing, and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6200) to identify potential material suppliers, manufacturers, and contractors.
- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.

TSB Affirmative Action Responsibilities

- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are submitted. Maintain complete records of negotiations efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work, or other commercially useful function.

A. The bidder may count:

- 1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- 2) Work to be subcontracted to a TSB; or
- 3) Any other commercially useful function.

B. The contractor may count:

- 1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- 2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- 3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- 4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus Form 730007, TSB Pre-Bid Contact Information. Form 730007 can be found here:

<https://iowadot.seamlessdocs.com/f/TargetedSmallBusinessTSBPrebidContactInfo>

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-BID Contract Information Form.

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contact Information Form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- 1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- 2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- 3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- 4) Were initial solicitations of interested TSBs followed up?
- 5) Were TSBs provided with adequate information about the plans, specifications, and requirements of the contract?
- 6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- 7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- 8) Were services used of minority community organization, minority contractors' groups; local State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

Contractor _____

Page# _____

Project# _____

County _____

City _____

TARGETED SMALL BUSINESS (TSB)

PRE-BID CONTACT INFORMATION

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ _____

List items by name to be subcontracted:

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds. Refer to Local Systems [I.M. 5.020](#) for additional information.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6200) or from its website at: <https://www.iowaeda.com/small-business/targeted-small-business/>
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available in Local Systems [I.M. 5.020](#).
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.

Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT Administering Bureau the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. Form 260017 "Checklist and Certification for the Utilization of Targeted Small Businesses (TSB)" shall be filled out upon completion of each project.
<https://iowadot.seamlessdocs.com/f/ChecklistandCertforUtilizationofTSBonNonFederalProjects>.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Economic Development Authority? ☐ YES ☐ NO

If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date



CITY COUNCIL COMMUNICATION

Meeting Date: 10/28/2025

AGENDA ITEM: SE Little Beaver Dr. and SE 4th – 6th Sts. Reconstruction – MSA Professional Services, Inc. Professional Services Agreement Amendment No. 3 for engineering construction services.

BACKGROUND: The SE 5th Street and SE 6th Street Reconstruction project shall be bid and the construction contract awarded early next year, which will move the project from the design phase to the construction phase. This will be the second of two reconstruction projects within the Beavercrest Neighbor. The first project consisted of the reconstruction of SE Little Beaver Drive and SE 4th Streets. The PSA with MSA Professional Services, Inc. (MSA) was setup to add the engineering services required during construction after the design phase. MSA will be providing the following engineering construction services: construction administration and staking. The construction schedule is to hold the preconstruction meeting this winter with construction starting in the spring. Project substantial completion is targeted for late summer with final completion for restoration this fall.

BUDGETARY CONSIDERATIONS: The total fee proposed for the construction engineering services is \$53,000.00. The construction portion is about a 15.5% fee compared to the engineer's opinion of probable costs. 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: N/A

STAFF RECOMMENDATION: The staff has reviewed the Professional Services Agreement Amendment No. 3 and recommends approval by the City Council.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Aaron Jarosh, Civil Engineer, AJarosh@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Aaron Jarosh

RESOLUTION 10-3525 TO AMEND CONTRACT FOR PROFESSIONAL SERVICES WITH
MSA PROFESSIONAL SERVICES, INC. FOR SE LITTLE BEAVER DR AND SE 4TH - 6TH
STS. RECONSTRUCTION

Grimes Resolution No. 10-3525

WHEREAS, the City of Grimes (Grimes) entered into a Professional Services Agreement (PSA) with MSA Professional Services, Inc. (MSA) for consulting services for the SE Little Beaver Dr. and SE 4th – 6th Sts. Reconstruction on April 23, 2024; and,

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

WHEREAS, MSA has proposed the attached PSA Amendment No. 3 with a scope of work to be supplied by MSA and compensation to be paid by Grimes for their additional consulting services related to the SE Little Beaver Dr. and SE 4th – 6th Sts. Reconstruction; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the PSA Amendment No. 3 with MSA on behalf of the City of Grimes.

PASSED and APPROVED on October 28, 2025.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk



Amendment

Amendment No: 3

MSA Project Number: 09410029
Date of Issuance: October 28, 2025

This is an amendment to the Agreement dated April 23, 2024 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1555 SE Delaware Ave, Suite F, Ankeny, IA 50021

Phone: (515) 964-1920

Representative: Nichole Sungren, PE

Email: nsungren@msa-ps.com

CITY OF GRIMES (OWNER)

Address: 101 NE Harvey St, Grimes, IA 50111

Phone: (515) 986-3036

Representative: Matt Ahrens

Email: mahrens@grimesiowa.gov

Project Name: SE Little Beaver Dr. and SE 4th Thru 6th Sts. Reconstruction and Patching Design and Bidding Services

The project scope has changed due to: The addition of Project Manual & Bidding and Construction Services

The scope of the work authorized is: See Attachment A: Scope of Services

The estimated fee for the work is: \$53,000.00

Any attachments or exhibits referenced in this Amendment are made part of the original Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF GRIMES

Scott Mikkelsen

Mayor

Date: _____

MSA PROFESSIONAL SERVICES, INC.

Nichole Sungren

Nichole Sungren, PE

Team Leader/Project Manager

Date: 10/16/2025

OWNER ATTEST:

Rachel Greving

City Clerk

Date: _____

PROJECT DESCRIPTION

Project Manual & Bidding and Construction Services for SE 5th & 6th Street Reconstruction Project.

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. Project Manual, Plan Updates & Bidding

- Project Manual: Create Front Ends Documents from City templates for OWNER, as necessary
- Plan Updates: Review final plans dated 12-03-2024 and update based on City comments.
 - i. Revise plans , quantities and estimate reference information to reflect change from seeding to sodding made, by change order, during construction for the SE Little Beaver and SE 4th Street Reconstruction project during 2025 construction season.
- Bidding:
 - i. Printing of bidding Documents
 - 1. Provide OWNER with (3) 11x17 paper copies of final plans and (3) paper copies of the front-end documents.
 - ii. Assist Owner in Advertising and Soliciting for Bids
 - iii. Administer Bid Document Distribution Process utilizing QuestCDN
 - iv. Respond to Contractor questions during quotation process.
 - v. Issue Addenda as appropriate to clarify, correct, or change the bidding documents
 - vi. Attend a Public Bid Opening at Grimes City Council Chambers
 - vii. Prepare bid tabulation
 - viii. Assist the OWNER in evaluating quotations and make a recommendation for award
 - ix. Preparation of construction contract for signature and distribute signed contracts
 - x. Review completed contract, bonds, and insurance

2. Construction Administration

- Project Administration: Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- QA/QC: Employ documented quality-assurance/quality-control procedures throughout project.
- Pre-Construction Meeting: Coordinate and Conduct Preconstruction Meeting
- Construction Progress Meetings: Facilitate and attend weekly meetings. An assumption of twelve (12) onsite meetings is with this scope by project engineer and by project manager.
- Contractor Communication: Respond to Contractor Requests for Information and assist in interpretation of contract documents in person, in writing, or by telephone.
- Utility Coordination: Continue the utility coordination with contacts from the design phase and provide the Contractor with any utility contacts, utility relocation plans and pothole information, if received from the utility. Meet with the Contractor onsite with utilities to discuss any relocations and any design changes, if required.

- Submittal Review: Review Contractor Shop Drawings, Submittals, Schedules and Samples for compliance with Construction Documents.
- Site Visits: Onsite engineering site visits by the project engineer and project manager have been estimated to be twelve (12) hours during project construction for any questions from the Contractor or City inspector.
- Change Orders: Review Change Order requests from Contractor; recommend Change Orders to Owner as appropriate.
- Project Closeout: Prepare punch list (items to be completed or corrected), and Substantial Completion Certificate. Review Contractor work and completion documents for compliance with construction contract and readiness for final payment (*includes warranty documentation and lien waiver review*).

3. Construction Staking

- Provide line and grade stakes for:
 - Storm Sewer and/or structures
 - Roadway subgrade and base courses
 - Concrete Curb and Gutter and Pavement
 - Sidewalk and ADA ramps

DELIVERABLES

MSA will provide the following deliverables:

1. N/A

ADDITIONAL SERVICES

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

1. Attendance of additional meetings that are not specifically addressed above shall be considered above and beyond the scope of services as identified herein.
2. Additional site visits to review project progress or to review contractor punch list progress that are not specifically addressed above shall be considered above and beyond the scope of services as identified herein.
3. Additional stakes, due to the Contractor's negligence, will be at the Contractor's expense. The Engineer will notify the City, in writing (email) of the staking needs prior to staking in the field.

EXCLUSIONS

MSA will not provide the following services related to this project:

1. Construction Administration
 - a. Applications for Payment: City Staff will review Contractor Applications for Payment
2. Post Construction
 - a. Record Drawings: Preparation of Record Drawings will be done by City Staff.

OWNER'S RESPONSIBILITIES

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will pay MSA as follows:

FEE SUMMARY

The Owner will compensate MSA for the Scope of Services listed above (exclusive of Construction Observation) as follows:

Project Manual, Plan Updates & Bidding	\$ 9,400
Construction Administration	\$34,900
Construction Staking	\$8,700
Total	\$53,000

ATTACHMENT B: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 85 – \$154/hr.
Architects	\$ 85 – \$198/hr.
Community Development Specialists	\$137 – \$198/hr.
Digital Design.....	\$115 – \$151/hr.
Environmental Scientists/Hydrogeologists.....	\$110 – \$193/hr.
Geographic Information Systems (GIS).....	\$100 – \$193/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$110 – \$160/hr.
IT Support	\$175 – \$193/hr.
Land Surveying	\$ 85 – \$198/hr.
Landscape Designers & Architects.....	\$ 85 – \$220/hr.
Planners.....	\$ 85 – \$215/hr.
Principals	\$225 – \$314/hr.
Professional Engineers/Designers of Engineering Systems	\$155 – \$204/hr.
Project Managers.....	\$120 – \$248/hr.
Real Estate Professionals	\$140 – \$193/hr.
Staff Engineers	\$ 85 – \$149/hr.
Technicians.....	\$100 – \$151/hr.
Wastewater Treatment Plant Operator	\$ 92 – \$118/hr.

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2025.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports.....	\$10
Copies	\$0.14/ page
.....	\$0.16/page for DOT
Plots	\$0.01/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour - \$11.25/hour for DOT
GPS R2 Equipment	\$20/hour - \$2/hour for DOT
Dini Laser Level	\$85/per day - \$86/day for DOT
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70/mile standard/
.....	\$0.74/mile for DOT
Nuclear Density Testing.....	\$30/day - \$35/day for DOT
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour - \$11/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter	\$30/hour
Drone Flight	\$375/flight - \$330/flight for DOT

Expense rates represent an average or range for a particular category. These rates are in effect until December 31, 2025.



AGENDA ITEM: Resolution Designating the Official Depositories for the City of Grimes for 2026 & 2027

BACKGROUND: Every two years, the City of Grimes designates its financial depositories for city funds. This complies with all applicable provisions of Iowa Code 452 and 453 (1983), as amended by 1984 Iowa Act S.F.2220. The city works with all the institutions listed on the attached resolution for banking services to a varying degree. The depositories can be updated with future needs, or will be routinely updated in 2027.

BUDGETARY CONSIDERATIONS:

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 designated depositories in December 2023 for the calendar years of 2024 and 2025.

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 10-3625 DESIGNATING THE OFFICIAL DEPOSITORIES FOR THE CITY OF GRIMES FOR 2026 & 2027

Grimes Resolution No. 10-3625

WHEREAS, the following list of financial institutions meets the criteria for depositories and is presented for approval:

Bankers Trust	Des Moines, IA	\$65,000,000.00
City State Bank	Norwalk, IA	\$40,000,000.00
IPAIT/PTMA	Naperville, IL	\$60,000,000.00
Raccoon Valley Bank	Perry, IA	\$35,000,000.00
Midwest Heritage Bank	Des Moines, IA	\$10,000,000.00
Green State Credit Union	Iowa City, IA	\$10,000,000.00
Vision Bank	Grimes, IA	\$10,000,000.00

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that these financial institutions are hereby designated as the official depositories for 2026 and 2027; and

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

PASSED and APPROVED on October 28, 2025.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk



AGENDA ITEM: 2025 - 2030 EagleView Aerial Imagery Contract

BACKGROUND: The City of Grimes has identified the continued need for aerial imagery flights for the city. This agreement builds on our partnership since 2021. Pictometry International dba EagleView offers certified, 4-band, 3-inch imagery and a 1-inch imagery for the city at a competitive price by piggybacking off their Dallas and Polk County Agreements. Staff performed a comprehensive review and adjusted our capture region due to annexations and continued growth of the City. We added a spring flight to enhance our pavement preservation and construction occurring in Dallas County. This imagery will enable us to continue monitoring the growth of the City, vegetation and soil health, stormwater management and utility, digitizing existing city infrastructure, providing imagery to our consultants, pavement condition, additional oblique imagery, seamless citywide aerial, and tree canopy analysis. These flights occur in late November and early April each year.

Pictometry has been flying for Polk County annually since 2001 and with Dallas County since 2006. They have flown 4 flights for us. Their data is wildly used by staff to monitor and document construction within the City including evidence for resident complaints. The data is housed within our GIS system for use by and consultants in their work.

BUDGETARY CONSIDERATIONS: The total cost over the 6-year term is \$60,000 with payments due after each flight. This is a planned expense within the Public Works budget. The cost breakdown by fiscal year is noted below:

FY26 - \$10,200
FY27 - \$10,500
FY28 - \$10,200
FY29 - \$10,500
FY30 - \$8,400

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 __X__

BOARD/COMMISSION ACTIONS: City Council approved a 3-year contract with EagleView in November 2022 that concluded with the 2024 flight with Resolution 11-0622.

STAFF RECOMMENDATION: Staff have reviewed this agreement and recommends approval by City Council.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Greg Jameson, GIS Analyst, GJameson@grimesiowa.gov

Prepared by: Greg Jameson

Return to: Greg Jameson

RESOLUTION 10-3725 APPROVING A 6-YEAR AERIAL IMAGERY CONTRACT WITH
PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW

Grimes Resolution No. 10-3725

WHEREAS, the City of Grimes has identified the continued need to have aerial imagery and oblique flights for the City; and,

WHEREAS, Pictometry International Corp dba EagleView has substantial experience in aerial imagery capture and is currently under contract with Dallas and Polk Counties; and,

WHEREAS, EagleView has offered Grimes a discounted rate to fly each Fall and Spring by coordinating with those contracts for a six-year term; and,

WHEREAS, this imagery will enable staff to monitor the growth of the City, vegetation and soil health, stormwater management, digitize existing infrastructure, providing imagery to our consultants, pavement preservation, and oblique imagery;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the agreement with EagleView on behalf of the City of Grimes.

PASSED and APPROVED on October 28, 2025.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

CUSTOMER NAME:	City of Grimes, IA
ATTN:	GIS Department
CUSTOMER ADDRESS:	410 SE Main St, Suite 102 Grimes, Iowa 50111
CUSTOMER PHONE:	515-514-1045
CUSTOMER E-MAIL:	gis@grimesiowa.gov

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of the date of last signature below (the “Effective Date”) by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with a place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). Customer and EagleView may be referred to individually as “Party” and, collectively, as “Parties.” EagleView will provide the Products and Services in accordance with and subject to the conditions of this Agreement during the applicable Term.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. “Account” means an account created for Customer by EagleView for the purpose of providing access to the Products and Services.

1.2. “Activation” means the point in time when Customer has access to an Account and the Products and Services are available to Customer.

1.3. “Authorized User” means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Products and Services; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer, so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Products and Services and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.

1.4. “Confidential Information” means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Products and Services including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work, as applicable, and related pricing, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information will not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.

1.5. “Documentation” means the materials describing the features and functions of the Products and Services as may be updated from time to time by EagleView.

1.6. “Fee” means the fees charged by EagleView for the Products and Services as identified in an Order Form or an invoice issued by EagleView.

1.7. “Intellectual Property Rights” means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. “Malware” means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. “Order Form” means a mutually agreeable order signed and dated by both Parties describing the Products and Services purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form will prevail; provided that notwithstanding anything to the contrary, no Order Form shall exist or be effective except to the extent it is governed by this Agreement.

1.10. “Products and Services” means EagleView’s proprietary products, services and content, whether or not identified in an Order Form, developed and owned or licensed by EagleView, its Affiliates (defined as its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView), and/or their licensors.

2. ACCESS AND USE OF THE PRODUCTS AND SERVICES

2.1. Access to the Products and Services. Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Products and Services identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to Products and Services is set forth in an Order Form, the right to access and use the Products and Services for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary administrator Account for managing and granting access to its Authorized Users. Customer will be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. Access Restrictions. Access by Customer and its Authorized Users to the Products and Services is subject to the following conditions:

2.2.1. Customer will not access the Products and Services or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Products and Services.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Products and Services, (b) modify, disassemble, decompile, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Products and Services; (c) create derivative works from the Products and Services; (d) use the Products and Services in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Products and Services; (f) cause harm in any way to the Products and Services or cause Malware to harm the Products and Services; (g) work around the Products and Services’ technical limitations; (h) remove any proprietary notices from the Products and Services, software related to the Products and Services, documentation or any other EagleView materials furnished or made available hereunder; (i) access the software related to the Products and Services in order to build a competitive product or service; or (j) copy any features, functions or graphics of the software related to the Products and Services.

2.2.3. Customer will not use the Products and Services in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Products and Services, or any software or documentation related to the Products and Services, in violation of export control laws and regulations.

2.2.4. Customer and its Authorized Users shall only use the Products and Services for the use and purpose set out in this Agreement, and for no other purpose.

2.2.5. EagleView may suspend the Products and Services if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Products and Services from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, then Customer must promptly suspend any relevant access and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer will preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer will not assert any implied or other rights in or to any of EagleView's Intellectual Property Rights or Products and Services. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on its use of the Products and Services ("Feedback"). Customer agrees that EagleView will have all right, title, and interest to use such Feedback without any restrictions and without any payment or other compensation to Customer.

3. PAYMENT

3.1. Fees. Customer will pay the Fees within thirty (30) days of receipt of invoice. EagleView will have the right to assess a late payment charge on any overdue amounts equal to the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate allowed by applicable law. Additional or different payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Products and Services ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary in the Order Form. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer will be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Products and Services until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. If any Order Form is subject to renewal or extension, automatic or otherwise, EagleView may adjust the pricing for any Products and Services upon any renewal or extension of an Order Form by providing notice thereof at least ninety (90) days prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Products and Services ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the Effective Date and will remain in effect for so long as there exists an open Order Form and for a period of twelve (12) months thereafter ("Term"). After expiration or early termination, Customer will not have any access to content or any Products and Services.

4.2. Termination; Suspension. Either Party may terminate this Agreement or any Order Form upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement or any Order Form and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend access to the Products and Services in the event



Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had access to the Products and Services not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees will be made, or (b) where Customer, at the time of termination, is accessing on-line imagery and data access and/or software related to any Products and Services, EagleView will refund any unused prorated, prepaid fees for the Products and Services.

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer or due to section 4.2 (ii) applying, Customer will be responsible for all Fees and Taxes under any current Order Form(s).

4.5. Survival. Upon any expiration or termination of any Order Form or this Agreement, the following sections will survive with respect thereto: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order, Freedom of Information Act request, or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 will be restricted to include the least amount of Confidential Information necessary to comply with the law or order. All costs incurred by the Recipient in connection with complying with such order will be paid solely by the Recipient.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is an organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and any Order Forms has the requisite authority to bind the party to this Agreement and the Order Form, respectively.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Products and Services with commercially reasonable care and skill; and (ii) the Products and Services will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy will be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE



MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Products and Services infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView; provided, however, that Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Products and Services in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Products and Services are held or is believed by EagleView to infringe or misappropriate any Intellectual Property Rights of a third party, EagleView will have the option, at its expense, to: (i) replace the Products and Service with a non-infringing equivalent, (ii) modify the Products and Services to be non-infringing, (iii) obtain for Customer a license to continue using the Products and Services; or (iv) terminate this Agreement or any relevant Order Form and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS

9.1. Export Laws. The Products and Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access, use, export, reexport, or transfer, directly or indirectly, any Products and Services or content in a U.S.-embargoed country or region

(including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party will have the power or authority to control the activities or operations of the other. At all times, the status of the Parties will be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations, each Party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other Party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming Party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and providing reports that provide Customer with generally available information relating to EagleView's information security practices. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the state the Customer is located in without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remaining sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView will be provided to the address listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer will be sent to the address identified on the Order Form and addressed to the individual signing said Order Form and will be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, certified or registered mail, or when



deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, support plan, or other similar provisions, such notices will be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance will be binding upon the Parties executing this Agreement.

9.11. Order of Precedence. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

9.12. Entire Agreement. This Agreement, along with the Order Form(s), and any attached exhibits, which are all incorporated into this Agreement by reference, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder will not constitute a waiver of any subsequent breach or failure.

[Signature page follows]

CUSTOMER	EAGLEVIEW
CITY OF GRIMES, IA	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
Government	a Delaware corporation
SIGNATURE:	SIGNATURE: <i>Robert Locke</i> Robert Locke (Oct 11, 2025 08:16:06 EDT)
NAME:	NAME: Robert Locke
TITLE:	TITLE: President
EXECUTION DATE:	EXECUTION DATE: 10/11/25

EXHIBIT A
AGREEMENT NON-STANDARD TERMS AND CONDITIONS

The terms and conditions of this Exhibit A include all mutually agreed upon changes to the terms and conditions of this Agreement. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

Not applicable to this Agreement.

[Remainder of page intentionally left blank]



ORDER FORM

CUSTOMER NAME:	City of Grimes, IA
ORDER FORM TERM (DURATION):	6 year(s)
ORDER FORM EFFECTIVE DATE:	
MASTER SERVICES AGREEMENT EFFECTIVE DATE: This Order Form is governed by the terms and conditions of the Master Services Agreement with the effective date listed between Pictometry International Corp. dba EagleView and City of Grimes, IA.	

ORDER #
LC-10014540

BILL TO
City of Grimes, IA
GIS Department
410 SE Main St, Suite 102
Grimes, Iowa 50111
(515) 514-1045
gis@grimesiowa.gov

SHIP TO
City of Grimes, IA
GIS Department
410 SE Main St, Suite 102
Grimes, Iowa 50111
(515) 514-1045
gis@grimesiowa.gov

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1145197	Ryan Poots	Semi-Annual

REFRESH 1		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
21	EagleView Cloud - Imagery - 3in - Certified - Four Band	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Each refresh upgraded to include a certified orthomosaic and the collection of a near-infrared fourth band. Certified orthomosaics produced in accordance with state and local requirements and include the application of visual improvements to customer' orthomosaic imagery. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - Four Band - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.

REFRESH 2		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
1	EagleView Cloud - Physical Delivery - Orthomosaic - 1in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.

6	EagleView Cloud - Imagery - 1in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
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REFRESH 3

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
21	EagleView Cloud - Imagery - 3in - Certified - Four Band	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Each refresh upgraded to include a certified orthomosaic and the collection of a near-infrared fourth band. Certified orthomosaics produced in accordance with state and local requirements and include the application of visual improvements to customer' orthomosaic imagery. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - Four Band - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.

REFRESH 4

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
6	EagleView Cloud - Imagery - 3in - Certified	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers' orthomosaic imagery. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.

REFRESH 5

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
21	EagleView Cloud - Imagery - 3in - Certified - Four Band	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Each refresh upgraded to include a certified orthomosaic and the collection of a near-infrared fourth band. Certified orthomosaics produced in accordance with state and local requirements and include the application of visual improvements to customer' orthomosaic imagery. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - Four Band - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.

REFRESH 6		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
1	EagleView Cloud - Physical Delivery - Orthomosaic - 1in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
6	EagleView Cloud - Imagery - 1in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.

REFRESH 7		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
21	EagleView Cloud - Imagery - 3in - Certified - Four Band	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Each refresh upgraded to include a certified orthomosaic and the collection of a near-infrared fourth band. Certified orthomosaics produced in accordance with state and local requirements and include the application of visual improvements to customer' orthomosaic imagery. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - Four Band - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.

REFRESH 8		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
6	EagleView Cloud - Imagery - 3in - Certified	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers' orthomosaic imagery. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.

REFRESH 9		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
21	EagleView Cloud - Imagery - 3in - Certified - Four Band	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Each refresh upgraded to include a certified orthomosaic and the collection of a near-infrared fourth band. Certified orthomosaics produced in accordance with state and local requirements and include the application of visual improvements to customer' orthomosaic imagery. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - Four Band - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.

REFRESH 10		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
1	EagleView Cloud - Physical Delivery - Orthomosaic - 1in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
6	EagleView Cloud - Imagery - 1in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.

REFRESH 11		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
21	EagleView Cloud - Imagery - 3in - Certified - Four Band	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Each refresh upgraded to include a certified orthomosaic and the collection of a near-infrared fourth band. Certified orthomosaics produced in accordance with state and local requirements and include the application of visual improvements to customer' orthomosaic imagery. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - Four Band - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.



FEES

Due at Initial Activation of Services	\$8,400.00
Due at First Anniversary of Initial Activation of Services	\$1,800.00
Due at Second Anniversary of Initial Activation of Services	\$8,400.00
Due at Third Anniversary of Initial Activation of Services	\$2,100.00
Due at Fourth Anniversary of Initial Activation of Services	\$8,400.00
Due at Fifth Anniversary of Initial Activation of Services	\$1,800.00
Due at Sixth Anniversary of Initial Activation of Services	\$8,400.00
Due at Seventh Anniversary of Initial Activation of Services	\$2,100.00
Due at Eighth Anniversary of Initial Activation of Services	\$8,400.00
Due at Ninth Anniversary of Initial Activation of Services	\$1,800.00
Due at Tenth Anniversary of Initial Activation of Services	\$8,400.00

Ownership of Delivered Orthogonal Imagery to Customer: Customer shall own the copies of the orthogonal imagery delivered to Customer by EagleView pursuant to this Order Form. EagleView shall own all copies of the orthogonal imagery, including all formats in which such copies are maintained (including, but not limited to, electronic), that remain in EagleView's possession and reserves all rights thereto. All inventions, discoveries, improvements, technology, designs, works of authorship, patents, copyrights, technical information, data, databases, software, business information, and other information used to create the orthogonal imagery remain the sole and exclusive property of EagleView. All oblique imagery, software, online services and online content, or other deliverables not specifically mentioned above which are produced by EagleView pursuant to this Order Form remain the sole and exclusive property of EagleView.

PRODUCT PARAMETERS

Disaster Response Program ("DRP")

If EagleView Cloud - Disaster Response Program is listed in the above product table, then this section applies to this Order Form. If EagleView Cloud - Disaster Response Program is not listed in the above product table, then this section does not apply to this Order Form.

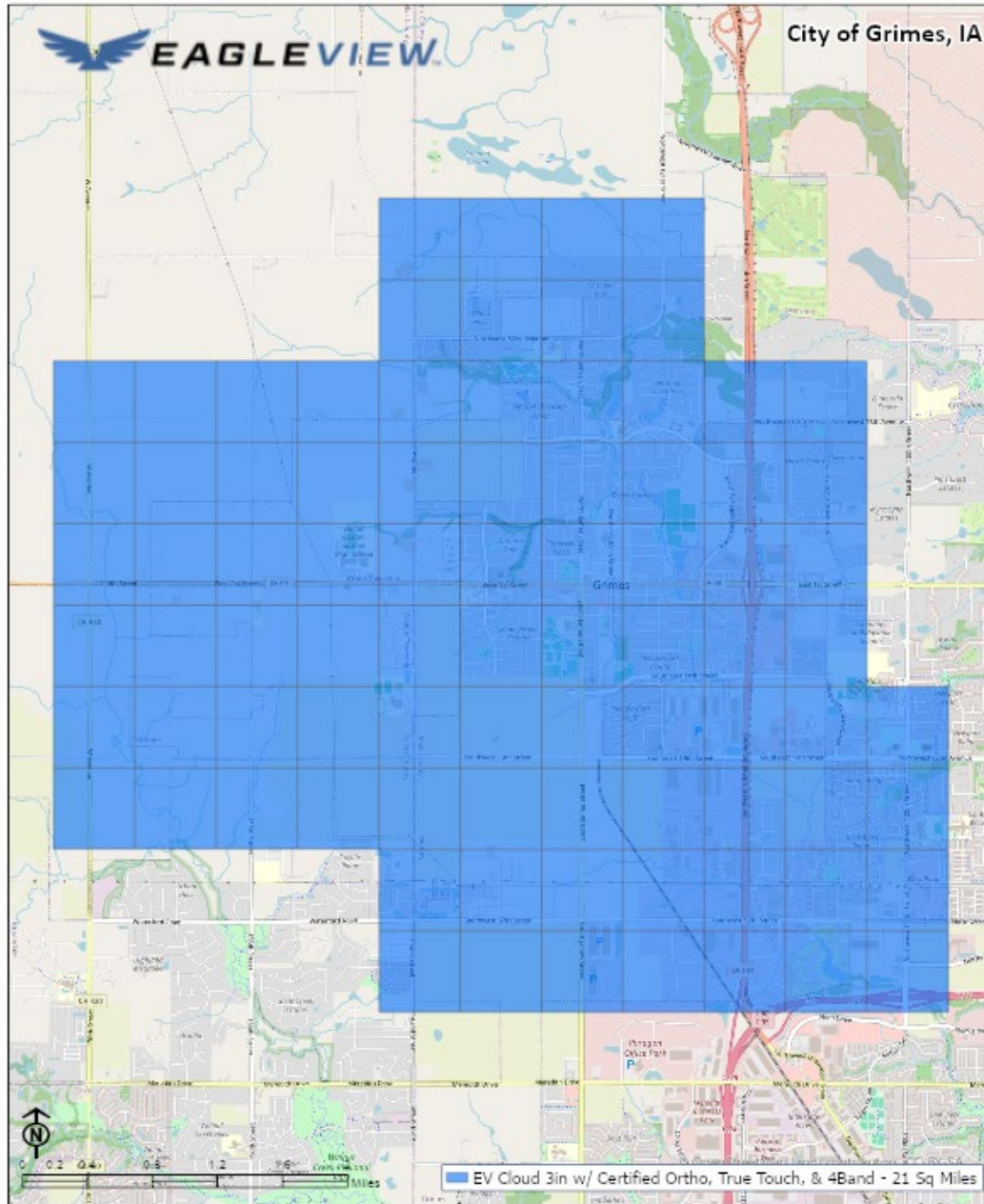
This Order Form includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured "as-is".

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

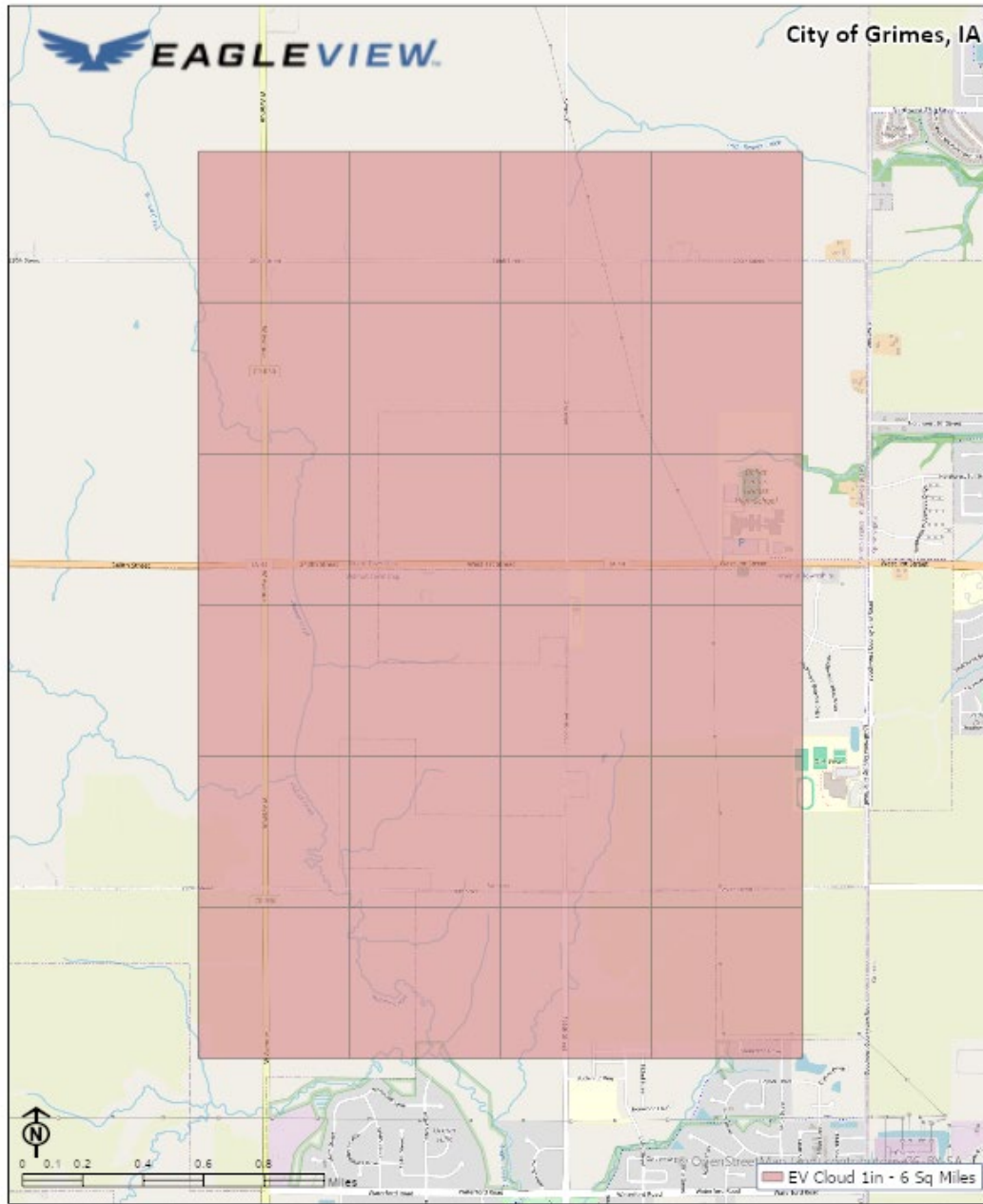
- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

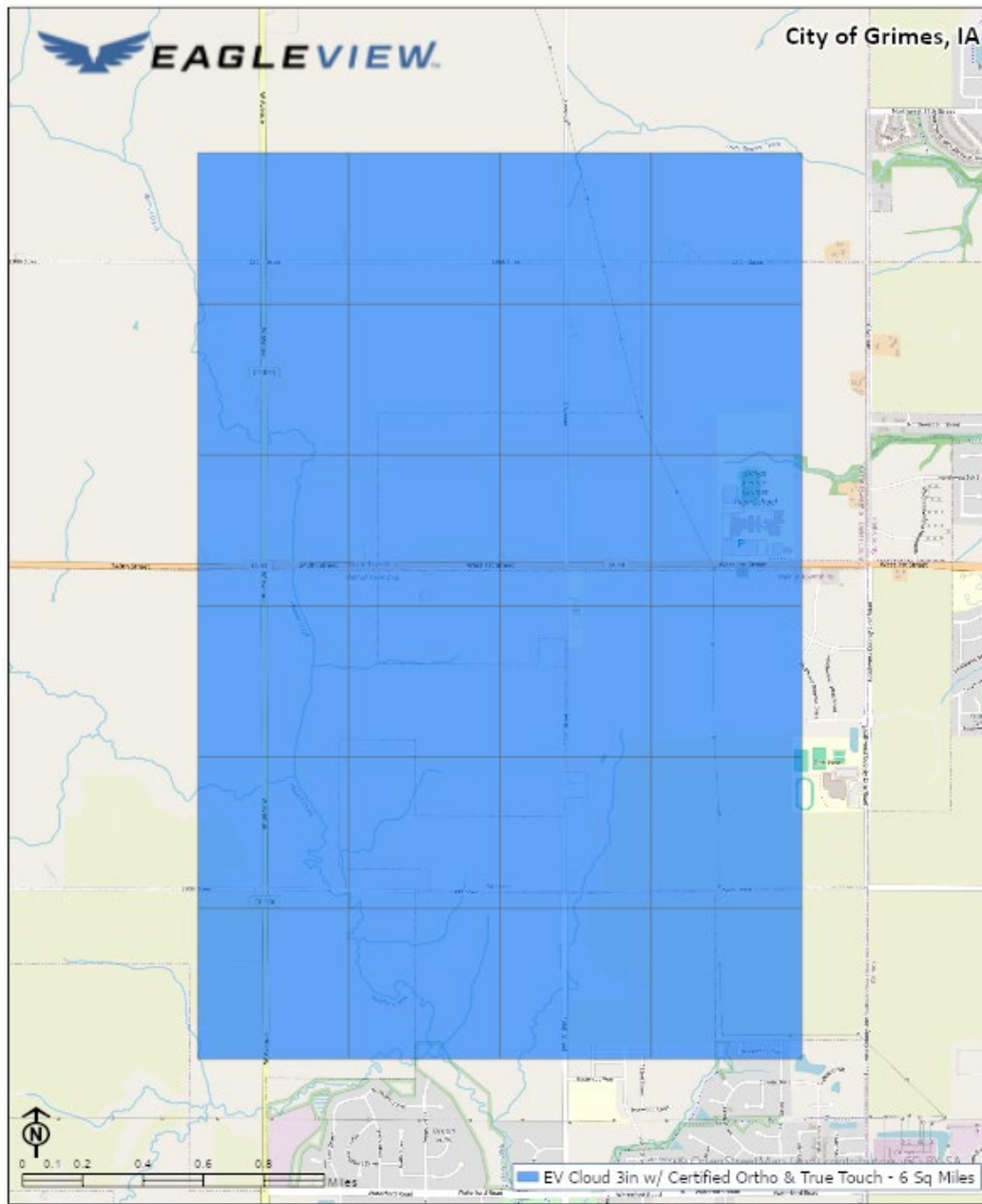
B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

AOI(S) IF APPLICABLE



Contains information from OpenStreetMap, which is made available here under the Open Database License (ODbL). openstreetmap.org/copyright





Contains information from OpenStreetMap, which is made available here under the Open Database License (ODbL). openstreetmap.org/copyright

[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between EagleView and Customer.

CUSTOMER	EAGLEVIEW
CITY OF GRIMES, IA	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
Government	a Delaware corporation
SIGNATURE:	SIGNATURE: <i>Robert Locke</i> Robert Locke (Oct 11, 2025 08:16:06 EDT)
NAME:	NAME: Robert Locke
TITLE:	TITLE: President
EXECUTION DATE:	EXECUTION DATE: 10/11/25

IA City of Grimes_EV Cloud MSA_10-10-25

Final Audit Report

2025-10-11

Created:	2025-10-10
By:	Matthew Hurst (matthew.hurst@eagleview.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXnMkwGQyqc1G7s3dj-NBKzup4e5QOjHf

"IA City of Grimes_EV Cloud MSA_10-10-25" History

-  Document created by Matthew Hurst (matthew.hurst@eagleview.com)
2025-10-10 - 9:13:21 PM GMT
-  Document emailed to Robert Locke (robert.locke@eagleview.com) for signature
2025-10-10 - 9:13:26 PM GMT
-  Email viewed by Robert Locke (robert.locke@eagleview.com)
2025-10-11 - 12:15:36 PM GMT
-  Document e-signed by Robert Locke (robert.locke@eagleview.com)
Signature Date: 2025-10-11 - 12:16:06 PM GMT - Time Source: server
-  Agreement completed.
2025-10-11 - 12:16:06 PM GMT



AGENDA ITEM: Amending 2025 Grimes Civic Calendar

BACKGROUND: City Council and staff have found that an additional meeting scheduled for November 10th would be beneficial especially to the development of the comprehensive plan. City Council and staff have also found that there is a conflict with the originally scheduled December 9, 2025, Council meeting. December 16th was found as an appropriate make-up date.

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:

Rachel Greving, City Clerk, 515-986-4050, rgreving@grimesiowa.gov

Prepared by: Rachel Greving

Return to: Rachel Greving

RESOLUTION 10-3825 AMENDING 2025 GRIMES CIVIC CALENDAR

Grimes Resolution No. 10-3825

WHEREAS, the City of Grimes holds various civic meetings throughout the year;

WHEREAS, the City of Grimes recently provided direction as it relates to the Grimes City Council Meetings;

WHEREAS, the City Council of the City of Grimes desire to approve a civic calendar for 2025;

WHEREAS, Council and staff members have determined an additional meeting on November 10th is necessary;

WHEREAS, Council and staff members have determined the December 9th date for Council would have better attendance if moved to December 16th.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Amended Grimes City Council Schedule for 2025 is hereby approved.

PASSED and APPROVED on October 28, 2025.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk



2025 AMENDED COUNCIL SCHEDULE

Council Date	Meeting Type
Jan 14	Business
Jan 28	No Meeting
Feb 11	Business/Budget Workshop
Feb 25	Business
Mar 11	Business
Mar 25	Business
Apr 08	Business
Apr 22	Business
May 13	No Meeting
May 27	Business
Jun 10	No Meeting
Jun 24	Business
Jul 08	No Meeting
Jul 22	Business
Aug 12	No Meeting
Aug 26	Business
Sep 09	Business/Joint PZ/CC Comp Plan Land Use Workshop
Sep 23	Business
Oct 14	Business/Joint PZ/CC Comp Plan Goals & Priorities Workshop
Oct 28	Business
Oct 30-Nov 7	Strategic Planning Workshop/No Business Meeting
Nov 10	Business/Joint PZ/CC Comp Plan Open House & Final Draft Workshop
Nov 25	Business/CIP Workshop
Dec 16	Business
Dec 23	No Meeting



AGENDA ITEM: Resolution Approving Tuckpointing at the Water Plant

BACKGROUND: At the time of the recent replacement of the roof of the Lime Plant it was discovered that tuckpointing needed to be completed. Quotes were solicited from five masonry contractors. Two contractors submitted quotes, Woods Waterproofing and Restoration Company provided the lowest base bid of \$18,800.00.

BUDGETARY CONSIDERATIONS: Base cost of \$18,800.00 plus additional costs for any additional requested work. This project will be reimbursed by CIWW.

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, JB

Grimes Resolution No. 10-3925

WHEREAS, Central Iowa Water Works (CIWW) owns the Water Treatment Plant located in Grimes, Iowa, which serves as a critical component of the City's water treatment and supply system; and

WHEREAS, the facility's masonry has deteriorated over time, requiring tuckpointing to maintain the building's structural integrity and prevent water damage; 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 proposals meet those policy requirements; and,

WHEREAS, the City of Grimes, under its operating responsibilities for CIWW facilities, solicited five quotes and received two proposals, with **Woods Waterproofing and Restoration Company** providing the lowest base bid of **\$18,800.00**;

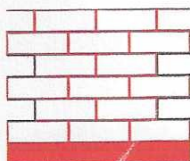
NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Director is hereby authorized to execute all necessary documents and agreements with **Woods Waterproofing and Restoration Company** to complete the tuckpointing work at the CIWW Water Lime Plant in the amount of **\$18,800.00 with a plus or minus of 20% as needed. Additions or minus of footage will be made at \$20 per foot.**

PASSED and APPROVED on October 28, 2025.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk



Proposal

Woods Waterproofing & Restoration Company

Box 151
Norwalk, Iowa 50211
(515) 491-2588

No. _____
Date 9/15/25
Sheet No. _____

Proposal Submitted To:

Name: USW Nick Deardorff
Street: Grimes Water Plant -
City: Tuck pointing
State/Zip: _____
Phone: _____

Work To Be Performed At:

Name: _____
Street: 1850 NE Park Dr
City: Grimes
State/Zip: IA
Phone: 515-822-4501

Job : exterior masonry repairs of all #4 elevations,
and tuckpointing back deteriorated mortar joints where required with a Base bid linear footage allowance of 200 linear feet of mortar joints with a 20% plus or minus allowance , anything more or less with a \$20 add or deduct per linear foot, Any extra work if so requested by property management would be a written add on. Base bid \$18,800.00 for all work as described above, Payment due in full with standard monthly processing. Any questions please call directly 515-491 2588 any time, Sincerely Dennis Woods -owner-operator

Job procedure : cut

ANY PAST DUE BALANCES ACCRUE INTEREST AT 1.5%/MO.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and the specifications submitted for above work and completed in a substantial workman-like manner for the sum of _____ dollars (\$ _____) with payments to be made as follows: _____

ALL OTHER WARRANTIES INCLUDING IMPLIED WARRANTIES ARE DISCLAIMED.

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 upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Woods Waterproofing & Restoration Company. Contractor shall be entitled to attorney fees in the event of arbitration AIA Document A 201 is expressly incorporated herein by reference.

Respectfully submitted: Dennis Woods
Dennis W. Woods, Owner

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance Proposal

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

Signature _____

Date: _____

Signature _____



AGENDA ITEM: Approving State of Iowa Alcohol Licenses

BACKGROUND: Traveling Tapster, LLC has requested a temporary alcohol license to serve alcohol at a retirement party at 3050 SE Enterprise Drive.

BUDGETARY CONSIDERATIONS:

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:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rachel Greving, City Clerk, 515-986-4050, rgreving@grimesiowa.gov

Prepared by: Rachel Greving

Return to: Rachel Greving

RESOLUTION 10-4025 APPROVING STATE OF IOWA ALCOHOL LICENSE

Grimes Resolution No. 10-4025

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

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

WHEREAS, Traveling Tapster, LLC has requested a temporary license for a retirement party at 3050 SE Enterprise Drive.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, the Alcohol License for Traveling Tapster shall be approved.

PASSED and APPROVED on October 28, 2025.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

City Council Meeting October 28, 2025
Alcohol License

- 1. Traveling Tapster, LLC – 3050 SE Enterprise Drive**



AGENDA ITEM:

BACKGROUND: Over the past year, City staff has been working to update the Building Code, transitioning from the 2021 International Codes to the 2024 editions. Prior to this effort, the plumbing, electrical, and mechanical codes had already been brought up to the most current standards. As part of this update, staff has focused on minimizing local amendments wherever feasible, aiming to align more closely with the base codes.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: NO

BOARD/COMMISSION ACTIONS: The City of Grimes Board of Appeals met and reviewed the proposed amendments to Chapters 3-6 Board of Appeals, 11-3 Property Maintenance Code, 11-4 Fuel Gas Code, 11-8 Residential Building Code, 11-11 Building Code, 11-12 Existing Code and Creation of 11-13 Swimming Pool and Spa Code. Unanimously the Board approved the proposed amendments. The Board recommends approval of the proposed amendments.

The Johnston Grimes Fire Board are meeting in early November to review the proposed 11-6 Fire Code amendments and will be making their recommendations at that time.

STAFF RECOMMENDATION: Approve First Consideration of Ordinance 803 Amending Grimes Code of Ordinance Chapters 3-6 Board of Appeals, 11-3 Property Maintenance Code, 11-4 Fuel Gas Code, 11-6 Fire Code, 11-8 Residential Building Code, 11-11 Building Code, 11-12 Existing Code and Creation of 11-13 Swimming Pool and Spa Code.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Steve Tibbles, Deputy Building Official, STibbles@grimesiowa.gov

Prepared by: Steve Tibbles; Building Official

Return to: Steve Tibbles; Building Official

ORDINANCE 803

AN ORDINANCE AMENDING GRIMES CODE OF ORDINANCES TITLE 3 BOARD AND COMMISSIONS AND TITLE 11 BUILDING REGULATIONS ASSOCIATED WITH CHAPTERS 3-6 BOARD OF APPEALS, 11-3 PROPERTY MAINTENANCE CODE, 11-4 FUEL GAS CODE, 11-6 FIRE CODE, 11-8 RESIDENTIAL BUILDING CODE, 11-11 BUILDING CODE, 11-12 EXISTING BUILDING CODE, AND CREATION OF 11-13 SWIMMING POOL AND SPA CODE.

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 3 Boards and Commissions and Title 11 Building Regulations which defines the requirements for construction of buildings and property maintenance.

SECTION 2. Amendment. The Grimes Code of Ordinance Chapter 3-6 Board of Appeals is amended.

See attached Exhibit A

SECTION 3. Amendment. The Grimes Code of Ordinance Chapter 11-3 Property Maintenance Code is amended.

See attached Exhibit B

SECTION 4. Amendment. The Grimes Code of Ordinance Chapter 11-4 Fuel Gas Code is amended.

See attached Exhibit C

SECTION 5. Amendment. The Grimes Code of Ordinance Chapter 11-6 Fire Code is amended.

See attached Exhibit D

SECTION 6. Amendment. The Grimes Code of Ordinance Chapter 11-8 Residential Building Code is amended.

See attached Exhibit E

SECTION 7. Amendment. The Grimes Code of Ordinance Chapter 11-11 Building Code is amended.

See attached Exhibit F

SECTION 8. Amendment. The Grimes Code of Ordinance Chapter 11-12 Existing Building Code is amended.

See attached Exhibit G

SECTION 9. Amendment. The Grimes Code of Ordinance Chapter 11-13 Swimming Pool and Spa Code is Created.

See attached Exhibit H

SECTION 10. 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 11. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 12. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 13. 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 ____, 2025.

Scott Mikkelsen, Mayor

Rachel Greving , City Clerk

3-6 Building Regulations Board of Appeals

Contents:

3-6-1 Board Created

3-6-2 Organization

3-6-3 Election of Officers

3-6-4 Powers and Duties

3-6-5 Procedures

3-6-6 Open Hearing

3-6-7 Board Decision

3-6-8 Records and Copies

3-6-9 Court Review

3-6-10 Stays of Enforcement

3-6-1 Board Created:

A **Building Regulations** Board of Appeals is created to accomplish the following purpose:

1. To hear an appeal filed by any property owner adversely affected by a decision, order or determination of the Development Services Director, Building Administrator, Code Enforcement Officer, Fire Chief, Fire Marshal or other Building or Fire Department Representative, relative to the application of Building Codes, Fire Codes, City Ordinances, and any City adopted International Building Code, International Residential Code, International Existing Building Code or International Property Maintenance Code with regard to property maintenance, fire or building code compliance.
2. To formulate and report to the appropriate governing body from time to time recommendations for action by them upon such amendments to the City Ordinances relating to City Building Codes as the public welfare, health and safety may require.

3-6-2 Organization:

The **Building Regulations** Board of Appeals shall consist of not less than five (5) members who are qualified by experience and training to act on matters pertaining to building construction, property maintenance, hazards of fire or hazardous conditions and who are not employees of the City. Members shall be appointed by the Mayor and approved by City Council for five-year terms. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. Matters relating to the powers and duties of the Appeals Board shall be as provided by any applicable state statutory provisions and the terms of this chapter.

1. Chairperson. The duties of the Chairperson shall be:
 - A. To preside over all meetings of the Board.
 - B. To call special meetings.
 - C. To represent or designate a representative of the Board at public affairs.
 - D. To act as the liaison between the Board and the Council.
2. Vice Chairperson. The duties of the Vice Chairperson shall be:
 - A. To act as the Acting Chairperson in the event that the office of the Chairperson is vacated due to illness, resignation, absence or other cause.
 - B. To perform other duties as assigned at the request of the Chairperson.
3. Secretary. The duties of the Secretary shall be:

- A. To review and maintain a permanent record of and sign the proceedings of all Appeals Board meetings.
- B. To be responsible for forwarding copies of all proceedings to the office of the City Clerk.
- C. To notify Appeals Board members and others entitled to be informed of any special meetings.
- D. Perform other duties as assigned at the request of the Chairperson.

The Appeals Board shall be appointed by the Mayor and approved by the Grimes City Council, and shall serve staggered and overlapping terms.

An Appeals Board member shall not vote on an appeal in which that member has a personal, professional or financial interest.

3-6-3 Election of Officers:

1. The officers of the Appeals Board will be a Chairperson, Vice Chairperson and Secretary.
2. The Chairperson, Vice Chairperson and the Secretary will be elected by the Appeals Board at the first meeting in January, nomination having been made from the floor. A majority vote of those present shall constitute an election, providing a quorum is present.
3. Tenure of Office. The tenure of an officer shall be for a period of one (1) year. An officer may be elected for a succeeding year but not more than three (3) years.

3-6-4 Powers and Duties:

Hearing appeals based on claims that the true intent of the City Building Code, City Ordinances or any City adopted International Building Code, International Existing Building Code, International Fire Code, International Residential Code or International Property Maintenance Code have been incorrectly interpreted or that the provisions of those codes or ordinances do not apply to a specified circumstance on appeal.

The Board shall adopt rules necessary to the conduct of its affairs and in keeping with the provisions of this chapter. Meetings shall be held at the call of the Chairperson, or Acting Chairperson in the absence of a Chairperson, and at such other times as the Board may determine. The Chairperson, or in the Chairperson's absence the Acting Chairperson, may administer oaths. All meetings shall be open to the public. The Board shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep a record of any appeal hearing and the Appeals Board's written decision on any appeal, all of which shall be of public record and be immediately filed in the office of the City Clerk.

3-6-5 Procedures:

Any person directly affected by a decision, notice or order of the Development Services Director, Building Official, Fire Chief, Fire Marshal, Code Enforcement Officer, or other Building or Fire Department Representative issued under this code shall have the right to appeal to the **Building Regulations** Board of Appeals, provided that a written application for appeal is filed within ten (10) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of the building code or ordinance has been incorrectly interpreted, the provisions of the building code or ordinance provisions in question do not apply, or the requirements of the building code or ordinance are adequately satisfied by other means. When an appeal is filed with the Board, the appellant shall pay a fee to the Clerk to be credited to the General Fund of the City in accordance to the City fee schedule as adopted by resolution by City Council from time to time.

The Development Service Director shall forthwith transmit to the Appeals Board all papers constituting the record upon which the action appealed from was taken. The Appeals Board shall fix a reasonable time for the hearing on the appeal, give public notice thereof as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing, any party may appear in person, by designee or attorney.

3-6-6 Open Hearing:

Hearings before the Appeals Board shall be open to the public. The appellant, the appellant's representative, the Development Services Director, Building Administrator, Fire Chief, Fire Marshal and/or the Building or Fire Department Official's designee, witnesses of the parties and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of three-fifths of the Board membership.

3-6-7 Board Decision:

The Appeals Board shall modify or reverse the decision of the Development Services Director, Building Administrator, Fire Chief, Fire Marshal, Code Enforcement Officer or other Building Department Representative only by a concurring vote of a majority of the total number of appointed Board members. The Development Services Director or Fire Chief shall take immediate action in accordance with the decision of the Board.

3-6-8 Records and Copies:

The decision of the Board shall be recorded with the City Clerk. Copies shall be sent to the Appellant and to the Development Services Director.

3-6-9 Court Review:

The Appellant shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision with the City Clerk.

3-6-10 Stays of Enforcement:

Appeals to the **Building Regulations Board of Appeals Appeals Board** of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is decided by the Appeals Board.

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 **20212024** 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.

(Ord. # **787**, 05/28/2024)

11-3-2 Applicability

The **20212024** International Property Maintenance Code applies to all properties within the City of Grimes.

(Ord. # **787**, 05/28/2024)

11-3-3 Deletions

The following sections are deleted from the International Property Maintenance Code, **20212024** 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.

(Ord. # **787**, 05/28/2024)

11-3-4 Amendments, Modifications, Additions, Deletions and Definitions

The following amendments, modifications, and additions to the International Property Maintenance Code (IPMC) **20212024**, 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 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.

(Ord. # 787, 05/28/2024)

11-3-5 Residential Rental Program

Contents:

11-3-5A Purpose

11-3-5B Scope

11-3-5C Code Reference

11-3-5D Interpretations

11-3-5E Indemnification

11-3-5F Code Official

11-3-5G Rental Certification Requirements and Conditions

11-3-5H Inspections

11-3-5I Complaint by Tenant

11-3-5J Collection of Fees, Fines and Costs

11-3-5K Appeals

11-3-5L Violations

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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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. Properties are required to register with the City of Grimes within 30 days of establishment of a new rental unit.
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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

Draft

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

11-4-1 Adoption of International Fuel Gas Code

Pursuant to published notice and public hearing as required by law, the ~~2021~~2024 International Fuel Gas Code, and all the provisions of the International Fuel Gas Code Standards, published in the ~~2021~~2024 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.

(Ord. # 787, 05/28/2024)

11-4-2 Amendments, Modifications and Deletions

The following amendments, modifications, additions and deletions to the 2021~~14~~ 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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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, 2021¹⁴ Edition, adopted in this chapter.

(Ord. # 787, 05/28/2024)

11-6-4 Adoption of International Fire Code

The International Fire Code, 2021¹⁴ 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 incorporated by reference 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.

(Ord. # 787, 05/28/2024)

11-6-5 Enforcement

The fire code shall be enforced by the Fire Chief of the Fire Department, Building Official or their designees.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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 **unless explicitly permitted by the Zoning Ordinance of the City of Grimes. 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.

(Ord. # [787](#), 05/28/2024)

11-6-9 Establishment of Limits in Which Bulk Storage of Liquefied Petroleum Pass 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.

(Ord. # [787](#), 05/28/2024)

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.

(Ord. # [787](#), 05/28/2024)

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.

(Ord. # [787](#), 05/28/2024)

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 105.6.2716 amended -LP-Gas

Section 105.6.2716, of the IFC, is hereby amended by adding the following exception:

Section 105.6.27 -LP-Gas Exception #21 Permanent installations, if used exclusively for heating of such premises, in excess of 999 lbs., will require an operational permit.

Section 109-112 amended – Board of Appeals

Section 109112, of the IFC is hereby amended by deleting sections 108.112.1, 108112.2, and 108112.3. and inserting in lieu thereof the following:

Section 109.112.1 Board of appeals established. City Ordinance Chapter 283-6 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 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building.

Exceptions:

1. For Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m).
2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 600 feet (183 m).
3. For structures and facilities other than one and two family dwellings and their associated accessory structures the required fire flows and number of fire hydrants shall be provided in accordance with Appendix B and Appendix C, on-site fire hydrants and mains shall be provided where 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, 901.4.76.1.1, as follows:

Section 901.4.76.1.1 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:

901.4.7.3.16.5 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 903.4.32, of the IFC (correlation: 903.4.2), is hereby amended by deleting said section, and inserting in lieu thereof the following:

Section 903.4.32 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, 905.3.89 (correlation: IBC 905.3.9), as follows:

Section 905.3.89 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 the second paragraph and exceptions of said section, and inserting at the end of the first paragraph 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 907.2.9, 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 Smoke alarms. Single- and multiple-station smoke alarms shall be installed in accordance with Section 907.2.11.

Section 907.2.110, of the IFC, is hereby amended by deleting said section, including exceptions, and inserting in lieu thereof the following:

Section 907.2.110 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 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.

Delete Chapter 10 of the International Fire Code except for section 1032: Maintenance of the Means of Egress. Refer to the Grimes Building Code.

Section 1008 amendments and additions - Means of Egress Illumination

Section 1008.2, of the IFC (correlation: IBC 1008.2.4), is hereby amended by adding a new section, 1008.2.4, as follows:

Section 1008.2.4 Additional emergency lights. Emergency lights may be required at the discretion of the Code Official to clarify an exit or exit access.

Section 1008.3.3, of the IFC (correlation: IBC 1008.3.3), is hereby amended by deleting said section, and inserting in lieu thereof the following:

1008.3.3 Rooms and spaces. In the event of a power supply failure, an emergency electrical system shall automatically illuminate all of the following areas:

1. Electrical equipment rooms
2. Fire command centers
3. Fire pump rooms
4. Generator rooms
5. Public restrooms that contain at least one water closet/urinal or that are accessible
6. Meeting/conference rooms with an area greater than 400 square feet.
7. Classrooms in an E occupancy with an area greater than 400 square feet.

Section 1009 addition - Accessible Means of Egress:

Section 1009.2, of the IFC (correlation: IBC 1009.2), is hereby amended by adding Item #11, as follows:

11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1010 additions - Doors, Gates and Turnstiles:

Section 1010.1.6, of the IFC (correlation: IBC 1010.1.6.1), is hereby amended by adding a new section, 1010.1.6.1, as follows:

Section 1010.1.6.1 For landings required by Section 1010.1.5 to be at the same elevation on each side of the door, exterior landings at doors shall be provided with frost protection.

Section 1010.1.9.1, of the IFC (correlation: IBC 1010.1.9.1), is hereby amended by deleting said section, and inserting in lieu thereof the following:

1010.1.9.1 Hardware. Door handles, pulls, latches, locks and other operating devices on doors required to be accessible by Chapter 11 of the International Building Code shall not require tight grasping, tight pinching or twisting of the wrist to operate. This includes thumb turn locks.

Section 1013 addition and deletion - Exit Signs:

Section 1013.1 of the IFC (correlation: IBC 1013.1.1), is hereby amended by adding a new section, 1013.1.1, as follows:

Section 1013.1.1 Additional Exit Signs: Exit signs may be required at the discretion of the Code Official to clarify an exit or exit access.

Section 1015 addition – Guards

Section 1015, of the IFC (correlation: IBC 1014.4), is hereby amended by adding a new section, 1015.9, as follows:

1015.9 Walking surfaces. A guard shall be provided along retaining walls where a finished walking surface such as sidewalks, patios, driveways, parking lots or similar is located on the top side of a retaining wall. The guard shall be installed along any portion of the wall measuring 30 inches or greater in height measured at any point within 36 inches horizontally to the edge of the open side. A guard shall not be required along portions of the retaining wall where the horizontal distance between the edge of the finished walking surface and the face of the wall is greater than 72 inches.

Section 1028 addition – Exit Discharge

Section 1028.5, of the IFC (correlation: IBC 1028.5.1), is hereby amended by adding a new section, 1028.5.1, as follows:

Section 1028.5.1 Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1030 addition – Emergency Escape and Rescue

Section 1030.4, of the IFC (correlation: IBC 1030.4.3), is hereby amended by adding a new section, 1030.4.3, as follows:

Section 1030.4.3 Window wells drainage. All window wells shall be provided with approved drainage.

Section 1107 addition – Requirements for Fuel Fired Appliances

Chapter 11, of the IFC, is hereby amended by adding a new section, 1107, and subsections 1107.1 through 1107.3 as follows:

1107.1 Protection of Fuel Fired Appliances. Where required or upon notification from the Fire Code Official an existing building or tenant space containing a fuel fired appliance(s) shall be protected with 1 hour rated construction enclosure or a limited area sprinkler system complying with Section 903.3.8.

Exception: Buildings protected by an approved automatic fire sprinkler system complying with Section 903.3.1.1 or 903.3.1.2.

1107.2 CSST Bonding Requirements in Rental Dwellings. All rental dwellings shall be bonded in accordance with the Mechanical Code and Fuel Gas Code, unless deemed technically infeasible by the Code Official.

1107.3 CSST Bonding Requirements for Alterations, Repairs, or Additions. For other than rental dwelling units, where alterations, repairs or additions requiring a permit to occur, CSST shall be bonded in accordance with the Mechanical Code and Fuel Gas Code, unless deemed technically infeasible by the Code Official.

Section 1203 addition – Emergency and Standby Power Systems

Section 1203, of the IFC, is hereby amended by adding new sections, 1203.7 and 1203.8 as follows:

Section 1203.7 Shutdown of Emergency and Standby Power Systems. In addition to the requirements of NFPA 110 for a remote manual stop, a switch of an approved type shall be provided to shut down the generator. The switch shall be provided at an approved location.

Section 1203.8 Emergency Generator Signs. Main electrical disconnects and main breaker panels supplied by the generator shall be provided with approved signs.

Additionally, doors accessing emergency and standby power systems shall be provided with approved signs. When approved switches for emergency power shut-down are located remote from the fire alarm annunciator, an approved sign shall be provided at fire alarm annunciator. Approved signs shall contain the word CAUTION in black letters at least 2 inches (50 mm) high on a yellow background. Such warning signs shall be placed so as to be readily discernible.

Section 2306 amended – Flammable and Combustible Liquid Motor Fuel-Dispensing Facilities

Section 2306.2.5 Portable Tanks is hereby amended by defining the time limit as thirty calendar days. Uses exceeding thirty calendar days will require a new permit application.

Section 3202 amended – Definitions

Section 3202, of the IFC, is hereby amended by adding new language as follows:

SPECULATIVE BUILDING. A Group S, F or M occupancy having an interior clear height greater than 12 feet (3657 mm) where high-piled storage may accrue and the client leasing or the occupant owner does not know the commodity that will be stored or the method of storage.

Section 3206 amendments and additions – General Fire Protection and Life Safety Features

Section 3206.2, of the IFC, is hereby amended by adding a new section, 3206.2.1, as follows:

Section 3206.2.1 Speculative building. Group S, F and M speculative buildings that have an interior clear height greater than 12 feet where high piled storage may accrue shall comply with this chapter.

Section 3206.4, of the IFC, is hereby amended by adding a new section, 3206.4.2, and subsections 3206.4.2.1 through 3206.4.2.7

Section 3206.4.2 Sprinkler design.

Section 3206.4.2.1 General. The design of *automatic sprinkler systems* for the protection of Group M and S occupancies containing high-piled storage or high-challenge commodities over an area equal to or greater than 2,500 ft.² (232 m²) and designed for the protection of hazardous materials stored more than one pallet high in Group M, S or H occupancies, shall be in accordance with this section. This section does not apply to miscellaneous storage within the scope of NFPA 13.

Section 3206.4.2.2 Requirements for all plan submittals. See Section 903.1.9. and 3201.3 for plan submittal requirements.

Section 3206.4.2.3 Minimum design requirements for speculative warehouses. The design of the *automatic sprinkler system* for speculative warehouses shall be based on storage of a cartoned Class A nonexpanded plastic to the available storage height. The storage height shall be determined by subtracting 48 inches (from the highest point of the roof above each system) for ESFR and 30 inches for area density applications.

Section 3206.4.2.4 Minimum requirements for client leased or occupant-owned warehouses. The design of an automatic sprinkler system for client leased or occupant owned buildings containing high piled storage shall be based on the requirements of NFPA 13. The responsible Fire Protection Contractor shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The Contractor shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration.

The sprinkler design shall be based on the most demanding requirements determined through the on-site survey and discussions with the building owner or operator. Technical Report shall clearly define the basis for determining the commodity and sprinkler design selection, along with how the commodities will be isolated or separated, and the referenced design document(s), including NFPA 13 or the current applicable Factory Mutual Data Sheets. If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

Section 3206.4.2.5 Required information at plan submittal. All plans, hydraulic calculations and technical reports shall be submitted with the plan submittal form. The individual submitting the design package shall ensure that all of the required information requested on the plan submittal form is included.

Section 3206.4.2.6 Minimum plan information requirements. In addition to the requirements of NFPA 13, the following information shall be included in the plans or technical report.

Section 3206.4.2.6.1 Class I-IV and Group A plastic commodities.

- A) An owner's certificate in accordance with NFPA 13. The design criteria, e.g., NFPA 13, Factory Mutual Data Sheet, or a specific fire test report.
- B) A Water Supply Flow & Pressure Test Report performed within 90 days of the plan submittal.
- C) The type of design, e.g., Control Mode Density/Design Area Method; Specific Application Control Mode Method; Suppression Mode Method, including appropriate code references.
- D) A description of the stored commodities and how the commodity classification was determined.
- E) A layout of the proposed storage arrangement. If the storage is in racks, a plan and elevation detail illustrating rack heights, flue dimensions and arrangement. This detail is not required for speculation warehouses.
- F) The aisle dimensions between each storage array.
- G) If a high challenge commodity is separated using fire-resistive construction, the boundary of the fire-resistive construction shall be illustrated.
- H) A data sheet for the backflow preventer. If a data sheet is not available, the design professional shall include a statement addressing the minimum required pressure loss.
- I) A data sheet for each installed automatic sprinkler.
- J) A data sheet for each pipe hanger used to hang or support the sprinkler piping.
- K) If a fire pump will be installed or used, the manufacturer's factory test curve shall be included in the submittal.
- L) A cross-section view illustrating obstructions to the ceiling sprinklers, e.g., lights, structural members, cable trays, electrical bus ducts and HVAC ductwork.

Section 3206.4.2.6.2 Hazardous materials. In addition to the requirements of this section, the following information shall be included in a *hazardous materials* technical report.

- A) A hazardous materials inventory statement.

- B) For flammable & combustible liquids, an analysis of the miscibility of Class I liquids, the size and type of the packaging, the packaging materials of construction, and if the containers have a pressure relieving mechanism.
- C) For Level 2 or 3 aerosols, a statement indicating that the aerosols are cartoned or uncartoned.

3206.4.2.7 Identification of sprinkler system capabilities and limitations. A label shall be permanently installed at or adjacent to each sprinkler riser. When a building contains more than four risers, the sign shall be located at an approved location inside the building. The minimum sign dimension is 6-inches (152 mm) high by 4-inches (101 mm) wide. The sign shall specify the capabilities and limitations of the *automatic sprinkler system*. The sign shall include the following information:

- A) The design base or basis, including the edition used.
- B) A statement indicating if the sprinkler design is control mode density area method, control mode specific application, suppression mode, or any combination thereof.
- C) When used, all of the storage conditions stipulated by NFPA 13 for Special Designs.
- D) The maximum storage height.
- E) The minimum required aisle width.
- F) If storage is in racks, the maximum rack width and minimum transverse and longitudinal flue widths.
- G) Storage Capabilities: Commodities designed to be protected by the automatic sprinkler system.
- H) Limits on storage heights of idle wood and plastic storage.
- I) Limits on storage heights of miscellaneous Group A plastic, tire and rolled paper storage.
- J) Locations where in-rack sprinklers are required.
- K) Locations where horizontal and/or vertical barriers are required.
- L) Information explaining the manufacturer, sprinkler identification number, k-factor, and operating temperature of the overhead sprinklers protecting the high-piled storage.
- M) Fire Protection Contractor contact information.

The following example illustrates a suggested label or sign:

Automatic Sprinkler System Capabilities & Limitations

Stored Commodity	Class I water miscible flammable liquids in 1 & 5 gallon polyethylene containers in fiberboard cartons
Design Documents	NFPA 13, 2013 edition & NFPA 30
Design Type	Control Mode, Density/Area Method
Max. Storage Height	25 feet
Min. Aisle Width	8 feet
Max. Rack Width	9 feet
Flue Dimensions	Longitudinal: Min. 6 inches Transverse: Min. 3 inches
System Capabilities	Class I-IV commodities, stored commodity, solid pile or palletized Group A plastics to 12 feet, rack storage of Group A plastics to 25 feet.
Idle Pallets	6 feet maximum storage height
Tire Storage	5 feet maximum storage height
Rolled Paper Storage	5 feet maximum storage height
In-rack sprinklers	In-rack sprinklers are required at each of 3 rack tiers containing the stored commodity. In-rack sprinklers are Tyco/Central FS-B, 17/32" orifice, QR 155°F element, SIN TY0041
Horizontal Barriers	Required at each rack tier containing the stored commodity.
Ceiling Sprinkler	Tyco ELO-231B, ¾" orifice, SR 286°F element, upright, SIN TY0030
FP Contractor	ABC Sprinkler Co. Designer: John Smith

Section 3301 amended – General

Section 3301.2, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof, the following:

Section 3301.2 Purpose. This chapter prescribes minimum safeguards for construction, alteration and demolition operations to provide reasonable safety to life and property from fire and other emergencies during such operations.

Section 3310 addition – Access for Fire Fighting

Section 3310.1.1, of the IFC, is hereby amended by adding a new section, 3310.1.1, as follows:

Section 3310.1.1 Construction Site Access. *Approved* fire apparatus access roads shall be provided for every facility, building or portion of a building as soon as construction commences. The fire apparatus access road shall comply with the requirements of Section 503.2 and this section and shall extend to within 100 feet (45,720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an *approved* route around the exterior of the building or facility.

Exception: The *Fire Code Official* is authorized to increase the dimension of 100 feet (45,720 mm) where:

1. The building is equipped throughout with an *approved automatic sprinkler system* that is fully functional and installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar

Section 3311 amended – Means of Egress

Section 3311.1, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

3311.1 Stairways required. Where building construction exceeds 30 feet (9.144 m) in height above the lowest level of fire department vehicle access, two temporary or permanent stairways shall be provided. As construction progresses, such stairways shall be extended to within one floor of the highest point of construction having secured decking or flooring.

Section 3313 amended – Standpipes

Section 3313.1, of the IFC, is hereby amended by deleting said section, and inserting in lieu thereof the following:

3313.1 Where required. In buildings required to have standpipes by Section 905.3.1, not less than one standpipe shall be provided for use during construction. Such standpipe shall be installed prior to construction exceeding 30 feet (9.144 m) in height above the lowest level of fire department vehicle access. Such standpipe shall be provided with fire department hose connections at approved locations complying with Section 3311.1. As construction progresses, such standpipes shall be extended to within one floor of the highest of construction having secured decking or flooring.

Chapter 40 addition – Special Events

Chapter 40, of the IFC, is hereby added as follows:

CHAPTER 41 SPECIAL EVENTS

SECTION 4101 GENERAL

4101.1 Scope. Special events including trade shows and exhibitions, outdoor assembly events, outdoors mazes, special amusement buildings, and special scaffolding structures shall comply with this chapter and Section 1028. Temporary indoor vehicle displays and vehicle competition or demonstrations shall comply with this chapter and Section 314.

4101.2 Site plans.

A detailed site plan shall be submitted to the Fire Code Official with each permit application for approval.

- 1. Outdoor events:** The permit application and site plan shall be submitted a minimum of 30 business days prior to the event. Site plans shall include, but not be limited to:
 1. The means of egress.
 2. Location and width of exits and aisles.
 3. Location of exit signs.
 4. Location of fencing or means used to confine attendees.
 5. Total square footage of enclosed space.
 6. Location and arrangement of all tents, booths or cooking equipment.
 7. Locations of fire apparatus access roads.
 8. Location of fire protection equipment.
 9. Type and location of heating and electrical equipment where applicable.
 10. Location of temporary staffed water stations and permanent water fountains.
- 2. Trade shows and exhibitions:** The permit application and site plan shall be submitted a minimum of 30 business days prior to the event. Site plans shall include, but not be limited to:
 1. The means of egress.
 2. Location and width of exits and aisles.
 3. Location of exit signs.
 4. Total square footage of space.

5. Location and arrangement of all booths and cooking equipment.
6. Location of all fire protection equipment.
7. Type and location of heating and electrical equipment where applicable.
8. Location of covered or multi-level exhibits or booths.
3. **Mazes.** The permit application and site plan shall be submitted a minimum of 30 business days prior to the event. Site plans shall include, but not be limited to:
 1. Means of egress.
 2. Location and width of exits and aisles.
 3. Location of exit signs.
 4. Total square footage of space.
 5. Location and arrangement of all booths and cooking equipment.
 6. Location of all fire protection equipment.
 7. Location of means to confine attendees.
 8. Locations of *fire apparatus access roads*.
 9. Type and location of heating and electrical equipment where applicable.
 10. Locations of structures.

At time of permit application, the event coordinator shall submit a letter from the property owner authorizing the use of the site, the address of the site, dates and hours of operation and names and 24-hour phone numbers of at least two principals.

4. **Temporary indoor vehicle displays:** The permit application and site plan shall be submitted a minimum of 10 business days prior to the display of electric, liquid or gas-fueled vehicles, boats or other motor craft. Floor plans shall include, but not be limited to:
 1. The means of egress.
 2. Location and width of exits and aisles.
 3. Location of exit signs.
 4. Total square footage of space.
 5. Location and arrangement of all booths and cooking equipment.
 6. Location of all fire protection equipment.
 7. Type and location of heating and electrical equipment where applicable.
 8. Location and size of exhibits and booths.
 9. Location of structures.
 10. Fuel in fuel tanks does not exceed one-quarter tank or 5 gallons (whichever is least.)

Exception: Auto dealerships.

5. **Vehicle competition or demonstration.** The permit application and site plan shall be submitted a minimum of 10 business days prior to the competition or demonstration of electric, liquid or gas-fueled vehicles, boats or other motor craft. A floor plan shall include, but not be limited to:
 1. The means of egress.
 2. Location and width of exits and aisles.
 3. Location of exit signs.
 4. Total square footage of space.
 5. Location and arrangement of all booths and cooking equipment.

6. Location of all fire protection equipment.
7. Type and location of heating and electrical equipment where applicable.
8. Location and size of exhibits and booths.
9. Location of structures.
10. Location of *fire apparatus access roads* where applicable.

SECTION 4102 DEFINITIONS

4102.1 Definitions. The following words and terms are defined in Chapter 2.

CROSS AISLES.

EXHIBITS.

FLAME EFFECT.

MAIN AISLE.

MAZE.

OUTDOOR ASSEMBLY EVENT.

TEMPORARY STRUCTURES.

TRADE SHOWS OR EXHIBITIONS.

4103 GENERAL REQUIREMENTS

4103.1 Access for firefighting and medical services. Approved vehicle access for firefighting and medical services shall be provided in accordance with Sections 503 and 512.

4103.2 Combustible storage. Combustible materials stored at special events shall be stored in approved locations and containers.

4103.3 Crowd managers. Crowd managers shall be provided where the Fire Code Official determines that an indoor or outdoor gathering warrants crowd control. Crowd managers shall be in accordance with Section 403.3.

4103.4 Decorative materials and furnishings. Curtains, drapes and decorations including, but not limited to, drapes, signs, banners, acoustical materials, cotton, hay, fabric, paper, straw, moss, split bamboo, and wood chips shall be flame resistant as demonstrated by testing in accordance with NFPA 701, or provide documentation of flame retardancy. Field flame test shall be in accordance with Section 320. Materials that cannot be treated for flame retardancy shall not be used unless approved by the Fire Code Official. This includes but is not limited to oilcloth, tarpaper, nylon, plastic cloth, and other plastic materials.

4103.5 Fire protection equipment clearance. Clearance around all fire protection equipment shall be in accordance with Section 901.4.6.

4103.6 Fire extinguishers. Fire extinguishers shall be in accordance with Section 906 and NFPA 10.

4103.7 Fire watch. Fire watch shall be in accordance with Section 403.12.1.

4103.8 Fireworks, pyrotechnics. Fireworks and pyrotechnics shall comply with Chapter 56.

4103.9 Housekeeping. The special event area and related areas shall be kept free from combustible debris at all times.

4103.10 LP-gas heaters. Fuel supplies for liquefied-petroleum gas-fired heaters shall comply with Chapter 61 of the International Fire Code.

4103.11 Open flame devices. Open flame devices shall comply with Section 308.

4103.12 Waste disposal. Combustible debris shall not be accumulated at special events. Combustible debris, rubbish and waste material shall be removed from special events at the end of each shift of work. Combustible debris, rubbish and waste material shall not be disposed of by burning on the site unless approved.

SECTION 4104 TRADE SHOWS AND EXHIBITIONS

4104.1 General. Trade shows and exhibitions conducted within any occupancy shall comply with Chapter 40.

4104.2 Vehicles. Liquid- and gas-fueled and electric vehicles, boats or other motor-craft and equipment used for display, competition or demonstration within a building shall be in accordance with Section 314.

4104.3 Means of egress. *Means of egress* shall comply with this section and the requirements of Chapter 10.

4104.3.1 Travel distance. The maximum travel distance from any point in an exhibit to an exit access aisle shall not exceed 50 feet (15,240 mm).

4104.3.2 Aisles.

4104.3.2.1 Aisle width. Minimum aisle width inside a trade show or exhibition shall comply with the following:

Square Footage of Trade Show or Exhibition	Minimum Aisle Width
Greater than 15,000 square feet (1,393m ²)	10 feet (3,048 mm)
5,000 square feet (465 m ²) to 15,000 square feet (1,393m ²)	8 feet (2,438 mm)
Less than 5,000 square feet (465 m ²)	6 feet (1,829 mm)

4104.3.3 Obstructions. Aisles shall be kept clear of all obstructions, including, but not limited to, fixtures and displays of goods for sale, chairs, tables, product, displays, vehicles, and trailer tongues.

4104.3.4 Exit signs. Exit signs shall be visible from all locations in the occupancy.

4104.4 Exhibit construction and materials. The materials used for an exhibit shall comply with Section 3804.4 and Chapter 8

4104.4.1 Materials. Shall be one of the following:

1. Noncombustible or limited-combustible materials.
2. Wood that is greater than ¼-inch (6 mm) nominal thickness
3. Wood ¼-inch (6 mm) nominal thickness or less that is pressure-treated fire-retardant wood meeting the requirements of NFPA 703, Standard for Fire Retardant Impregnated Wood and Fire Retardant Coatings for Building Materials. The product shall be marked or labeled by the manufacturer. The product shall not be painted or similarly modified until the material has been inspected and the marking or labeling verified, or provide documentation acceptable to the Fire Code Official.

4104.4.1.1 Flame retardant materials. Materials shall comply with Chapter 8.

4104.4.1.2 Wall and ceiling coverings. Textile wall coverings, such as carpeting and similar products used as wall or ceiling finishes, shall comply with Chapter 8.

4104.4.1.3 Plastics. Plastics shall be limited to those that comply with Chapter 8. Plastics used in trade shows and exhibitions with an occupant load of 300 or more shall be Class A or Class B. Plastics used in trade shows and exhibitions with an occupant load of less than 300, shall be Class A, Class B or Class C.

4104.5 Combustible materials storage.

4104.5.1 Quantity. ~~Combustible materials shall be limited to a one-day supply.~~

4104.5.2 Location. ~~Storage of combustible materials behind exhibits, booths, or tents is prohibited. Combustible materials, including, but not limited to, wood crates, paper and cardboard boxes, shall be stored outside the building in an approved area or in a storeroom having a fire-resistance rating of at least one hour and protected by an approved automatic fire-extinguishing system.~~

4104.6 Covered exhibits and booths.

4104.6.1 Fire Protection.

4104.6.1.1 Automatic sprinkler systems. ~~An approved sprinkler system shall be provided in covered exhibits and booths exceeding 300 square feet (2,787 m²). Each level of multi-level exhibit booths shall be protected throughout, including the uppermost level where the uppermost level is covered with a ceiling.~~

4104.7 Multi-level booths. ~~Construction documents for all multi-level exhibits shall be approved and stamped by a licensed structural engineer or architect and shall be submitted with the permit application. This includes any exhibit where a live load is proposed above the exhibit area floor level, regardless of the accessibility of the area to the public. Upper levels of multi-level booths with an occupant load greater than 10 persons shall have at least 2 remote exits.~~

4104.8 Hazardous Materials. ~~Hazardous materials shall comply with this section and Chapters 50 through 67.~~

4104.8.1 Specific prohibitions. ~~The following hazardous materials shall not be stored, handled or used in trade shows and exhibitions:~~

- ~~1. Division 1.1, 1.2, 1.3, and 1.5 explosives as classified by the U.S. Department of Transportation.~~
- ~~2. Detonable, Class I and Class II organic peroxides.~~
- ~~3. Class I-A flammable liquids.~~
- ~~4. Class 4 and Class 3 oxidizers.~~
- ~~5. Class 4 and Class 3 (unstable) reactive materials.~~
- ~~6. Class 3 water-reactive materials.~~
- ~~7. Pyrophoric materials.~~
- ~~8. Highly toxic materials~~
- ~~9. Toxic gases.~~
- ~~10. Fueling or defueling of flammable or combustible that are stored or used as liquids, cryogenics or compressed gases.~~

4104.9 Demonstration cooking and warming equipment or devices.

4104.9.1 General. ~~Cooking and warming devices for demonstration purposes only shall be in accordance with Section 3804.9.~~

4104.9.2 Public Isolation. ~~Equipment and devices shall be isolated from the public by not less than 4 feet (1,219 mm) or by a noncombustible 3-sided barrier between the equipment and devices and the public.~~

4104.9.3 Protection. ~~Single-well cooking equipment using combustible oils or solids shall meet the following:~~

- ~~1. A noncombustible lid shall be immediately available. The lid shall be of sufficient size to cover the cooking well completely.~~
- ~~2. The cooking surface shall not exceed 288 square inches (1,858 cm²).~~
- ~~3. The equipment shall be placed on a noncombustible surface.~~

4. The equipment shall be separated from each other by a horizontal distance of not less than 2 feet (609 mm).
5. A 30-lb. Type-K fire extinguisher shall be provided for every cooking site or vendor.

4104.9.4 Cooking equipment shall be separated from combustible materials by a horizontal distance of at least 2 feet (609 mm).

4104.9.5 Butane. Butane for cooking equipment shall be limited to one 10-oz cylinder and one spare in storage, of the same size, per appliance. Storage location shall be approved by the Fire Code Official.

4104.9.5.1 Portable butane-fueled appliances. Portable butane-fueled appliances are allowed in restaurants and in attended commercial food catering operations where fueled by not more than two 10-oz (284 gL) LP-gas capacity, nonrefillable butane containers that have a water capacity not exceeding 1.08 lb (0.5 kg) per container. The containers shall be directly connected to the appliance, and manifolded containers is not permitted. Storage of cylinders is limited to 24 containers, with an additional 24 permitted where protected by a 2-hour fire-resistance-rated barrier.

Section 3107, of the IFC, is hereby amended by inserting said section, including in lieu thereof, the following:

SECTION 41053107 OUTDOOR ASSEMBLY EVENTS

41053107.1 General. Outdoor assembly events shall be in accordance with this Section, Section 403.11, 4005 and Chapter 10 of the Grimes Building Code.

4105.2 Occupant load. The Fire Code Official shall establish an occupant load for the event site.

4105.33107.3.2.1 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

4105.3.13107.3.2.2 Width. The aggregate clear width of exits shall be a minimum of 36 inches wide (914 mm) for each 500 persons to be accommodated.

4105.3.23107.3.2.3 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

4106.1.1 Location. ~~Mobile food vehicles shall not be located within 20 feet (6,096 mm) of buildings, tents, canopies or membrane structures.~~

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*.

4106.3.12.2 Inspections and tests. Kitchen hood extinguishing systems shall be inspected and tested every six months by a state of Iowa licensed fire protection contractor.

4106.4.2.13 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.

4106.4.2.2 Liquefied petroleum gas (LP-gas). LP-gas shall be in accordance with Chapter 61 and NFPA 58.

4106.4.2.31 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.

4106.4.2.42 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.

4106.1.15 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 B

Appendix B is being adopted Incorporated by reference by specific reference as the guideline for Fire-Flow Requirements for Buildings.

Adoption Appendix C

Appendix C is being adopted Incorporated by reference by specific reference as the guideline for Fire Hydrant Locations and Distribution.

Adoption Appendix D

Appendix D is being adopted Incorporated by reference by specific reference as the guideline for Fire Apparatus Access Roads.

Adopting Appendix I

Appendix I is being adopted Incorporated by reference by specific reference as the guideline for Fire Protection Systems - Noncompliant Conditions.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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~~2024~~18~~ 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.

(Ord. # 787, 05/28/2024)

11-8-2 Amendments, Modifications and Deletions

The following amendments, modifications, additions and deletions to the ~~2021~~2024 International Residential Code are hereby made:

Section 4. Delete Section R31309; 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~~508.5 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 NFIP Acceptance Zone C	Air Freezing Index	Mean Annual Temp
	Speed MPH	Topographic effects		Weathering	Frost line Depth	Termite	Design Temp	Ice Barrier Req'd			
3033 PSF	115	NO	A	Severe	42"	Mod/ Heavy	-5F	Yes	30-Sep-83 – No local amendments.	1833	48.6

Modify Table: IRC R302.6

Replace with the following revised table:

**TABLE R302.6
DWELLING-GARAGE SEPARATION**

SEPARATION	MATERIAL
<i>From the residence and attics</i>	<i>Not less than 5/8-inch Type X gypsum board or equivalent applied to the garage side</i>
<i>From habitable rooms above the garage and structure(s) supporting floor/ceiling assemblies used for separation required by this section</i>	<i>Not less than 5/8-inch Type X gypsum board or equivalent</i>
<i>Garages located less than 5 feet from a dwelling unit on the same lot</i>	<i>Not less than 5/8-inch Type X gypsum board or equivalent applied to the interior side of exterior walls and ceilings within the garage</i>

Delete Code Section: IRC 302.13

Modify Code Section: IRC R303.3R325.3

Replace with the following language and exception:

Section R303.3R325.3 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 R305.1.1R313.1.1 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 R308.4.2R324.4.2 (Existing exceptions to remain)

Replace with the following language:

Section R308.4.2R324.4.2 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 R308.4.3R324.4.3.
4. Glazing that is adjacent to the fixed panel of patio doors.

Insert Exception #1 into Code Section: IRC 310.2.2R319.2.3

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~~R318.3.2

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~~318.7.5.1

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~~R309.1

Replace with the following language:

~~313.1~~R309.1 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~~R309.2

Replace with the following language:

~~313.2~~R309.2 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			
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	(⅝" bars 2' o.c. horizontally & 30" vertically o.c.)	See Chapter 18 IBC	Same as above

Table 404.1.3.2.3

Foundation walls for conventional light frame wood construction

Height of Foundation Wall (Net measured from top of basement slab to top of foundation wall)*	Thickness of Foundation Walls		Reinforcement type and placement within Foundation Wall**	Reinforcement type and placement within Foundation Wall** (maximum 12' span between corners and supporting cross walls.)	Type of Mortar
	Unit				
Gross	Net	Concrete	Masonry	Concrete	Masonry
*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~~R506.3.4

Insert the following language and Exception:

Section ~~R506.2.4~~R506.3.4. 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~~M1602.2

Insert the following language:

~~11.4.~~

Return air openings shall be a minimum four (4) feet measured in any direction from Supply Air Diffusers.

- ~~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 UniformGrimes 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 (445 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed $1\frac{3}{4}$ inches (445 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 (445 mm).

327.9 Chain link dimensions. The maximum opening formed by a chain link fence shall be not more than $2\frac{1}{4}$ 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 (445 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 ½ 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.

(Ord. # 787, 05/28/2024)

11-8-3 Temporary Permit

The Building ~~Administrator~~Official 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.

(Ord. # 787, 05/28/2024)

11-8-4 Conflicts with State Law

Nothing in this chapter or in the ~~2021~~2024 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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

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~~2024 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.

(Ord. # 787, 05/28/2024)

11-11-2 Amendments, Modifications, and Deletions

The following amendments, modifications, additions and deletions to the ~~2018~~2024 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 423.45 (including subsections 423.4.123.5 and 423.4.2423.5.1)

Replace with and add the following language:

423.45 Group E occupancies. 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.

423.45.1 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 *approved by the building official*, the actual number of occupants for whom each occupied space, floor or *building* is designed, although less than that determined by occupant load calculation, shall be permitted to be used in the determination of the required design occupant capacity for the *storm shelter*.
2. 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.
3. Where approved by the Code Official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the campus or site.

423.4.2 Location. ~~Storm shelters shall be located within the buildings they serve, or shall be located where the maximum distance of travel from not fewer than one exterior door of each building to a door of the shelter serving that building does not exceed 1,000 feet.~~

IBC Section Replace with the following:

Delete Code Section: IBC 502.1

Replace with the following language:

502.1 Address identification. New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall be black or white and shall contrast with their background. Where required by the *Fire Code Official*, address numbers shall be provided in greater dimension or additional *approved* locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and a minimum stroke width as dictated by Table 502.1. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

Table 502.1 Minimum Height and Stroke Width ^{a b}				
Distance from the centerline of the Public Way (ft)		Minimum Height (in)		Minimum Stroke Width (in)
Less than 100		4		½
100	199	6		¾
200	299	8		1
For each additional 100		Increase 2		Increase ½
^a Exterior suite identification, minimum height shall be 4 inches and stroke width shall be ½ inch.				
^b Interior suite identification, minimum height shall be 2 inches and stroke width shall be ¼ inch.				

Add Exception to Code Section: IBC 707.5

Add the following language (Exception #34):

707.5 covers fire barriers/continuity and this adds an exception for shaft enclosures to the section.

3. 4. 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) Delete Chapter 9 of the International Building Code. Refer to the Grimes Fire Code.

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 # **53** with the following language:

5.

Restrooms

~~containing at least one water closet/urinal or that are accessible.~~

~~5. Restrooms containing at least one water closet/urinal or that are accessible.~~

1008.3.3

3. In Other Rooms and spaces. In the event of a power supply failure, an emergency electrical system shall automatically illuminate all of the following areas:

1. **3.1** Electrical equipment rooms.
2. **3.2** Fire command centers.
3. **3.3** Fire pump rooms.
4. **3.4** Generator rooms.
5. **3.5** Public restrooms that contain more than one water closet/urinal or that are accessible.
6. **3.6** Meeting/conference rooms with an area greater than 400 square feet.
7. **3.7** 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:

1010.1.65.1 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:

1010.1.9.11010.2.2 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 **3033** 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.

~~Add~~ **Section 3109.12** ~~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 Grimes Plumbing Code.
- H. Electrical. All electrical construction shall be installed in accordance with the current National Electrical Code.
- I. ~~This Ordinance shall apply to all existing and new swimming pools. All existing swimming pools shall comply within fourteen (14) days of the effective date of this ordinance.~~

For reference the IBC states the following:

3109.2 Residential swimming pools

Residential swimming pools shall comply with Sections ~~3109.2.1 through 3109.11~~

~~3109.2.1 General. The provisions of this section shall apply to the design of barriers for pools and spas. These design controls are intended to provide protection against the potential drowning and near drowning by restricting access to such pools or spas. These requirements provide an integrated level of protection against potential drowning through the use of physical barriers and warning devices restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 3109.3 through 3109.11.~~

Exceptions:

- 1. ~~Spas and hot tubs with a lockable safety cover that complies with ASTM F1346.~~
- 2. ~~Swimming pools with a powered safety cover that complies with ASTM F1346.~~

~~3109.2.2 Outdoor swimming pools and spas. Outdoor pools and spas and indoor swimming pools shall be surrounded by a barrier that complies with Sections 3109.3 through 3109.11.~~

~~3109.3 Barrier height and clearances. Barrier heights and clearances shall be in accordance with all of the following:~~

- 1. ~~The top of the barrier shall be not less than 48 inches (1,219 mm) above grade where measured on the side of the barrier that faces away from the pool or spa.~~
- 2. ~~Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the pool or spa structure. Where the barrier is mounted on the top of the pool or spa, the vertical clearance between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).~~

~~3109.4 Openings. Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.~~

~~3109.5 Closely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1,143 mm), the horizontal members shall be located on the pool or spa side of the fence. Spacing between vertical members shall not exceed 1 ¾ inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1 ¾ inches (44 mm) in width.~~

~~3109.6 Widely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1,143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, the interior width of the cutouts shall not exceed 1 ¾ inches (44 mm).~~

~~3109.7 Chain-link dimensions. The maximum opening formed by a chain-link fence shall be not more than 1 ¾ inches (44 mm). Where the fence is provided with slats fastened at the top and bottom that reduce the openings, such openings shall be not greater than 1 ¾ inches (44 mm).~~

~~3109.8 Gates. Access gates shall comply with the requirements of Sections 3109.9 through 3109.11 and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool or spa, shall be self-closing and shall have a self-latching device.~~

~~3109.9 Utility or service gates. Gates not intended for pedestrian use, such as utility or service gates, shall remain locked when not in use.~~

~~3109.10 Double or multiple gates. Double gates or multiple gates shall have at least not fewer than one leaf secured in place and the adjacent leaf shall be secured with a self-latching device. The gate and barrier shall not have openings larger than ½ inch (12.7 mm) within 18 inches (457 mm) of the latch release mechanism.~~

~~3109.11 Onground residential pool structure as a barrier. An onground residential pool wall structure or a barrier mounted on top of an onground residential pool wall structure shall serve as a barrier where all of the following conditions are present:~~

- ~~1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than 48 inches (1,219 mm) above grade for the entire perimeter of the pool, the wall complies with the requirements of Section 3109.3 and the pool manufacturer allows the wall to serve as a barrier.~~
- ~~2. Ladders or steps used as means of access to the pool are capable of being secured, locked or removed to prevent access except where the ladder or steps are surrounded by a barrier that meets the requirements of Section 3110.~~
- ~~3. Openings created by the securing, locking or removal of ladders and steps do not allow the passage of a 4-inch (102 mm) diameter sphere.~~
- ~~4. Barriers that are mounted on top of onground residential pool walls are installed in accordance with the pool manufacturer's instructions.~~

3109.12 Prohibited locations.

Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

11-11-4 Conflict with State Laws

Nothing in this chapter or in the ~~2021~~2024 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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

11-11-6 Climate and Geographical Criteria

Amend IRC Table R301.2(1) to read as follows:

TABLE R301.2(1)											
CLIMATE AND GEOGRAPHICAL CRITERIA											
Ground Snow Load	Wind Design		Seismic Design Category	Subject to Damage From			Winter		Flood Hazards	Air Freezing Index	Mean Annual Temp
	Speed MPH	Topographic effects		Weathering	Frost line Depth	Termite	Design Temp	Ice Barrier Req'd	NFIP Acceptance Zone C		
303 3 PSF	115	NO	A	Severe	42"	Mod/ Heavy	-5F	Yes	30-Sep-83 – No local amendments.	1833	48.6

Severability Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

(Ord. # 787, 05/28/2024)

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~~2024 International Existing Building Code, and all the provisions of the International Existing Building Code Standards, published in the ~~2021~~2024 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.

(Ord. # 787, 05/28/2024)

11-12-2 Amendments, Modifications and Deletions

The following amendments, modifications, additions and deletions to the ~~2021~~2024 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.

(Ord. # 787, 05/28/2024)

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.

(Ord. # 787, 05/28/2024)

11-13 Swimming Pool and Spa Code

11-13-1 Short Title

This chapter shall be known as the Grimes Swimming Pool and Spa Code, and may be cited as such, and may be referred to herein as this chapter.

11-13-2 Adoption of Swimming Pool and Spa Code

Pursuant to published notice and public hearing as required by law, the 2024 International Swimming Pool and Spa Code is hereby adopted in full except for such provisions as may hereinafter be deleted, modified or amended. An official copy of the International Swimming Pool and Spa Code, as adopted, and a certified copy of this chapter, can be viewed in the Development Service Department.

11-13-3 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS.

The International Swimming Pool and Spa Code, 2024 Edition (hereinafter known as the ISPSC), is amended as hereinafter set out in Sections.

MODIFY SECTION 101.1 - TITLE.

Section 101.1, Title, of the ISPSC is hereby deleted and there is enacted in lieu thereof the following section:

Section 101.1 Title These regulations shall be known as the Grimes Swimming Pool and Spa Code, hereinafter known as "this code."

MODIFY SECTION 103.1 INSERTION - CREATION OF ENFORCEMENT AGENCY.

Section 103.1, Creation of Enforcement Agency, of the ISPSC is hereby modified by inserting the following:

Section 103.1 Creation of Enforcement Agency (insert): [Grimes Building Division].

DELETE SECTION 105.4.3 - EXPIRATION.

Section 105.4.3, Expiration, of the ISPSC, is hereby amended by deleting said section and all permits are to follow the City of Grimes Policies and Procedures Regarding Permits and Certificate of Occupancy as adopted by Resolution by the City of Grimes City Council.

Delete section 105.4.4 Extensions - Replace with:

City Ordinance Chapter 3-6 Building Regulations Board of Appeals

MODIFY SECTION 107.2 - RETENTION OF CONSTRUCTION DOCUMENTS.

Section 107.2, Retention of Construction Documents, of the ISPSC, is hereby amended by deleting the last sentence of said paragraph.

MODIFY SECTION 112 - MEANS OF APPEAL.

Section 112, Means of Appeal, of the ISPSC, is hereby amended by deleting said section and inserting in lieu thereof the following:

Section 112 Building Regulations Board of Appeals Pursuant to the Grimes Code Ordinance Section 3-6, there is hereby created the Grimes Building Regulations Board of Appeals. Appeals shall be in accordance thereof.

MODIFY SECTION 113.4 - VIOLATION PENALTIES.

Section 113.4, Violation penalties, of the ISPSC, is hereby amended by deleting said section and inserting in lieu thereof the following:

Section 113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, installs, alters or repairs a pool or spa in violation of the approved construction documents or directive of the Code Official, or of a permit issued under the provisions of this code, shall be subject to penalties as prescribed by law under section 1-3 Municipal Infractions of the Grimes Code of Ordinance.

MODIFY SECTION 305.2.8 - CHAIN LINK DIMENSIONS.

Section 305.2.8, Chain Link Dimensions of the ISPSC, is hereby amended by striking 1-3/4 inches (44mm) and inserting in lieu thereof 2-1/4 inches (57mm).

MODIFY SECTION 305.3 - DOORS and GATES.

Section 305.3, Doors and Gates, of the ISPSC, is hereby amended by adding the following exception.

Section 305.3 exception Pedestrian access doors and gates in barriers for residential pools and spas shall be allowed to swing inward towards the pool or spa.

11-13-4 Conflicts with State Law

Nothing in this chapter or in the 2024 International Swimming Pool and Spa 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.



AGENDA ITEM: Public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement

BACKGROUND: The council voted to join the Central Iowa Water Works (CIWW) in 2024. In December 2024, the council signed a portion of our assets over to the CIWW, and they assumed the outstanding debt associated with those assets. The city now needs to issue water revenue debt to fund our capital contribution to CIWW. The final construction loan application was approved at the meeting on October 14, 2025. The city is required to hold a public hearing on the proposed issuance of debt. The following resolution will allow the city to take additional action on the proposal to enter into a Water Revenue Loan and Disbursement Agreement, and borrow funds from the Iowa Finance Authority.

BUDGETARY CONSIDERATIONS: The not-to-exceed amount of the debt issuance is \$5,000,000.

STRATEGIC PLANNING:

Prioritized: X YES ____ NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: Council voted to join the CIWW in 2024. Council set the public hearing and approved the final construction loan on October 14, 2025.

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Marcia Woodke/ Dorsey & Whitney

Return to: Marcia Woodke

October 22, 2025

VIA EMAIL

Jake Anderson
City Administrator/City Hall
Grimes, Iowa

Re: \$5,000,000 SRF Water Revenue Loan and Disbursement Agreement
Our File No. 419952-112

Dear Jake:

We have prepared and attach proceedings for the October 28, 2025, City Council meeting related to the public hearing and additional action on the Water Revenue Loan and Disbursement Agreement (the "Agreement").

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 Agreement. This resolution simply sets forth the City Council's determination to enter into the 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 October 28, the City Council should meet as scheduled and hold the hearing on its intention to enter into the Agreement. The minutes as drafted assume that no objections will be filed or made.

Please return one fully executed copy of these proceedings to our office as soon as possible. Please call Erin Regan, Emily Hammond, Lauren Baker or me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Rachel Greving
Marcia Woodke
Tony Toigo
Lee Wagner
Yolanda Attaway
Susanne Gerlach

(Hearing – Water Revenue)

419952-112

Grimes, Iowa

October 28, 2025

The City Council of the City of Grimes, Iowa, met on October 28, 2025, at 5:30 p.m., at the Grimes Community Complex, in the City. The meeting was called to order by the Mayor, and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

This being the time and place specified for holding the public hearing and taking action on the proposal to enter into a Water Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

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

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as follows:

RESOLUTION NO. ____

Resolution taking additional action on proposal to enter into a Water Revenue Loan and Disbursement Agreement

WHEREAS, the City of Grimes (the “City”), in Dallas and Polk Counties, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the “Utility”) in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$3,800,000 Taxable Water Revenue Bond, SRF Series 2019A, dated April 12, 2019 (the “Series 2019A Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$8,543,000 Water Revenue Bond, SRF Series 2023, dated November 3, 2023 (the “Series 2023 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to the resolutions (the “Outstanding Bond Resolutions”) authorizing the issuance of the Series 2019A Bond and the Series 2023 Bond (hereinafter collectively referred to as the “Outstanding Bonds”), the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bonds under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain Water Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$5,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of funding the capital contribution to Central Iowa Water Works, and has published notice of the proposed action and has held a hearing thereon on October 28, 2025;

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 Agreement in the future and orders that Water Revenue Bonds 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.

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 October 28, 2025.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
DALLAS AND POLK COUNTIES SS:
CITY OF GRIMES

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 hearing on the City Council's intention to enter into a Water Revenue Loan and Disbursement Agreement in a principal amount not to exceed \$5,000,000.

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk



AGENDA ITEM: Ordinance 804 Deleting Property from the Tax Increment Financing District

BACKGROUND: The City Council identified Urban Renewal Restatement as a priority during its 2024 Strategic Planning process. Staff has catalogued all Urban Renewal and TIF Ordinance actions since the program's inception in 1987. Upon review, it was determined that TIF Ordinance 237 includes property that was recently severed and annexed into Urbandale. This amendment removes that property from the TIF ordinance.

BUDGETARY CONSIDERATIONS: None.

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: City Council approved Ordinance 237 June 9, 1987.

STAFF RECOMMENDATION: Staff recommends adoption of the Ordinance.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Katie Lord, Economic Development Director, klord@grimesiowa.gov

Prepared by: Katie Lord, Economic Development Director, klord@grimesiowa.gov

Return to: Katie Lord, Economic Development Director, klord@grimesiowa.gov

MINUTES PROVIDING FOR PASSAGE
OF AN ORDINANCE DELETING
PROPERTY FROM A TAX INCREMENT
FINANCING DISTRICT FOR THE
GRIMES URBAN RENEWAL AREA

419952-111

Grimes, Iowa

October 28, 2025

The City Council of the City of Grimes, Iowa, met on October 28, 2025 at 5:30 o'clock p.m., at the Grimes Community Complex, 410 SE Main Street, in the City.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

Council Member _____ introduced an ordinance entitled "Ordinance No. 804. An Ordinance Deleting Property From the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its first consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

It was moved by Council Member _____ and seconded by Council Member _____ that the statutory rule requiring an ordinance to be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed be suspended. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried.

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance entitled "Ordinance No. 804. An Ordinance Deleting Property From the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa," now be put upon its final consideration and adoption. The Mayor put the question on the final consideration and adoption of the ordinance and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and the ordinance duly adopted, as follows:

ORDINANCE NO. 804

An Ordinance Deleting Property From the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Grimes, Iowa (the “City”) previously enacted a certain ordinance providing for the division of taxes levied on taxable property in the Grimes Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to such ordinance, a portion of the Grimes Urban Renewal Area in the City was designated a “tax increment district”; and

WHEREAS, the City Council now desires to decrease the size of the “tax increment district” by deleting certain property;

BE IT ENACTED by the City Council of the City of Grimes, Iowa:

Section 1. Purpose. The purpose of this ordinance is to delete certain property from the tax increment financing district for the Grimes Urban Renewal Area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“Deleted Property” shall mean the real property legally described as follows:

PARCELS 2023-186, 2023-187, 2023-188, 2023-189, 2023-190 AND 2023-191, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 19668, PAGE 700, ALL BEING IN THE NORTH HALF OF SECTION 19, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF GRIMES, POLK COUNTY IOWA

AND

THAT PART OF MEREDITH DRIVE ROAD RIGHT OF WAY IN SAID SECTION 19 AND ADJOINING SAID PARCELS.

Section 3. The Deleted Property is hereby removed from the tax increment financing district for the Grimes Urban Renewal Area. No division of property tax revenues as provided under Section 403.19 of the Code of Iowa shall be done with respect to the Deleted Property without further action by the City Council.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving 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 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Grimes, Iowa, on October 28, 2025.

Mayor

Attest:

City Clerk

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
DALLAS AND POLK COUNTIES SS:
CITY OF GRIMES

I, the undersigned, City Clerk of the City of Grimes, Iowa do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of the City relating to the adoption of an ordinance entitled “Ordinance No. 804. An Ordinance Deleting Property From the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa.”

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, Iowa in the State of Iowa, do hereby certify that on the ____ day of _____, 2025, the City Clerk of the City of Grimes, Iowa, filed in my office a copy of an ordinance of the City shown to have been adopted by the Council and approved by the Mayor thereof on October 28, 2025, entitled: "Ordinance No. 804. An Ordinance Deleting Property From the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ____ day of _____, 2025.

County Auditor

STATE OF IOWA
DALLAS AND POLK COUNTIES SS:
CITY OF GRIMES

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that I caused to be published "Ordinance No. 804. An Ordinance Deleting Property From the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa," of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

(Attach hereto publisher's affidavit of publication with clipping of ordinance as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published ordinance and have verified that it was published on the date indicated in the publisher's affidavit.)



AGENDA ITEM: Ordinance 805 Repealing Ordinance No. 689

BACKGROUND: The City Council identified Urban Renewal Restatement as a priority during its 2024 Strategic Planning process. Staff has catalogued all Urban Renewal and TIF Ordinance action since the program's inception in 1987. Upon review, it was determined that the Grimes City Council originally approved TIF Ordinance 689 on November 28, 2017, but when provided to Polk County for implementation, they determined the legal descriptions were inaccurate. The City Administrator, at that time by way of email, withdrew Ordinance 689 from Polk County, however, it was never formally repealed by the City Council. This action formally repeals Ordinance 689.

BUDGETARY CONSIDERATIONS: None

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: City Council adopted Ordinance 689 November 28, 2017.

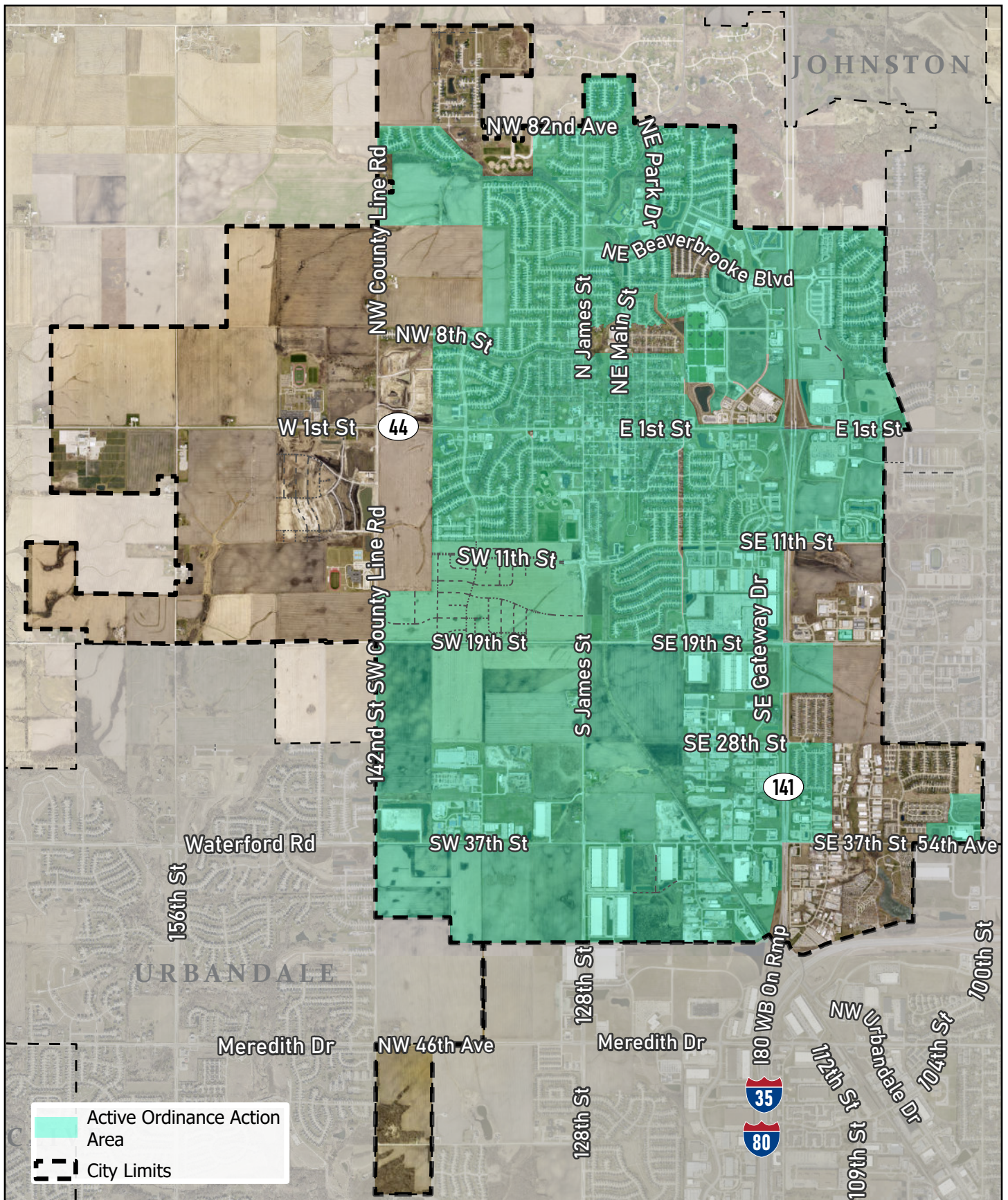
STAFF RECOMMENDATION: Staff recommends adoption of the Ordinance.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Katie Lord, Economic Development Director, klord@grimesiowa.gov

Prepared by: Katie Lord, Economic Development Director, klord@grimesiowa.gov

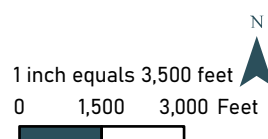
Return to: Katie Lord, Economic Development Director, klord@grimesiowa.gov



2025 Urban Renewal Update

Active Urban Renewal Area as of 10/29/2025

Date Printed: 10/22/2025 9:36 AM



MINUTES PROVIDING FOR PASSAGE
OF AN ORDINANCE REPEALING TIF
ORDINANCE FOR GRIMES URBAN
RENEWAL AREA

419952-111

Grimes, Iowa

October 28, 2025

The City Council of the City of Grimes, Iowa, met on October 28, 2025, at 5:30 p.m., at the Grimes Community Complex, 410 SE Main Street, in the City. The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

Council Member _____ introduced an ordinance entitled “Ordinance No. 805. An Ordinance Repealing Ordinance No. 689 Providing for the Division of Taxes Levied on Taxable Property in the Grimes Urban Renewal Area.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its first consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

It was moved by Council Member _____ and seconded by Council Member _____ that the statutory rule requiring said ordinance to be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed be suspended. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried.

It was moved by Council Member _____ and seconded by Council Member _____ that the aforementioned ordinance be given its final consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and the ordinance duly adopted, as follows:

ORDINANCE NO. 805

An Ordinance Repealing Ordinance No. 689 Providing for the Division of Taxes
Levied on Taxable Property in the Grimes Urban Renewal Area

WHEREAS, the City Council (the “Council”) of the City of Grimes, Iowa (the “City”) previously enacted Ordinance No. 689, dated November 27, 2017 (the “Ordinance”), providing for the division of taxes levied on certain taxable property in the Grimes Urban Renewal Area (the “Urban Renewal Area”) pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, it is now necessary for the Council to take action to repeal the Ordinance;

BE IT ENACTED by the City Council of the City of Grimes, Iowa:

Section 1. Purpose. The Ordinance is hereby repealed, and the division of incremental property tax revenues from the Urban Renewal Area under the Ordinance is hereby terminated.

Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Saving 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 4. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Grimes, Iowa, on October 28, 2025.

Mayor

Attest:

City Clerk

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
POLK AND DALLAS COUNTIES SS:
CITY OF GRIMES

I, the undersigned, City Clerk of the City aforementioned, do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of the City relating to the adoption of an ordinance entitled "Ordinance No. 805. An Ordinance Repealing Ordinance No. 689 Providing for the Division of Taxes Levied on Taxable Property in the Grimes Urban Renewal Area."

WITNESS MY HAND hereto affixed this _____ day of _____,
2025.

City Clerk

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, Iowa, in the State of Iowa, do hereby certify that on the ____ day of _____, 2025, the City Clerk of the City of Grimes, Iowa, filed in my office a copy of an ordinance of the City shown to have been adopted by the City Council and approved by the Mayor thereof on October 28, 2025, entitled: "Ordinance No. 805. An Ordinance Repealing Ordinance No. 689 Providing for the Division of Taxes Levied on Taxable Property in the Grimes Urban Renewal Area," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND affixed this _____ day of _____, 2025.

County Auditor

STATE OF IOWA
POLK COUNTY
CITY OF GRIMES

SS:

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that I caused to be published "Ordinance No. 805. An Ordinance Repealing Ordinance No. 689 Providing for the Division of Taxes Levied on Taxable Property in the Grimes Urban Renewal Area," of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in the City.

WITNESS MY HAND affixed this _____ day of _____, 2025.

City Clerk

(Attach hereto publisher's affidavit of publication with clipping of ordinance as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published ordinance and have verified that it was published on the date indicated in the publisher's affidavit.)



AGENDA ITEM: Public hearing on the proposed expansion of the Grimes Urban Renewal Area

BACKGROUND: The City Council identified Urban Renewal Restatement as a priority during its 2024 Strategic Planning process. Staff has catalogued all Urban Renewal action since the program's inception in 1987. Upon review, it was determined that multiple properties were not included in the Plan in their entirety due to incorrect legal descriptions. This Amendment fixes those parcels to be included entirely within the Plan. Additionally, this Plan amendment adds Brentwood Estates, which was inadvertently omitted from a previous Plan amendment.

BUDGETARY CONSIDERATIONS: None

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: City Council last amended the Urban Renewal Plan in October 2024.

STAFF RECOMMENDATION: Planning and Zoning Commission considered this item at its October 7, 2025 meeting, and determined it is consistent with the City's Comprehensive Land Use Plan.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Katie Lord, Economic Development Director, klord@grimesiowa.gov

Prepared by: Katie Lord, Economic Development Director, klord@grimesiowa.gov
Return to: Katie Lord, Economic Development Director, klord@grimesiowa.gov

October 20, 2025

VIA EMAIL

Katie Lord
Economic Development Director/City Hall
Grimes, IA

Re: Grimes Urban Renewal Area (October, 2025 Addition)
Our File No. 419952-111

Dear Katie:

Attached please find the proceedings for use by your City Council at their October 28, 2025 meeting covering the City Council's action in holding a public hearing on the designation of the expanded Grimes Urban Renewal Area for the City and adopting a resolution to approve the amended urban renewal plan for that area.

Please return one fully executed set of these proceedings, and contact John Danos or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Alex Pfaltzgraff
Rachel Greving
Marcia Woodke

HEARING ON DESIGNATION OF
OCTOBER, 2025 ADDITION TO THE
GRIMES URBAN RENEWAL AREA AND
URBAN RENEWAL PLAN
AMENDMENT

419952-111

Grimes, Iowa

October 28, 2025

The City Council of the City of Grimes, Iowa, met on October 28, 2025, at 5:30 p.m., at the Grimes Community Complex, 410 SE Main Street, in the City for the purpose of conducting a public hearing on the designation of an expanded Urban Renewal Area and on a proposed urban renewal plan amendment. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the designation of the expanded Grimes Urban Renewal Area and on an urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled “Resolution 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,” seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. _____

Resolution 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

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the development of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Grimes, Iowa (the “City”) by resolution previously established the Grimes Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the description set out in Exhibit A hereto; and

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development area; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which covers the addition of the Property to the Urban Renewal Area; and

WHEREAS, notice of a public hearing by the City Council on the question of amending the Plan and designating an expanded Urban Renewal Area was heretofore given in strict compliance with the provisions of Chapter 403, Code of Iowa, and the Council has conducted said hearing on October 28, 2025; and

WHEREAS, the Planning and Zoning Commission of the City has reviewed and commented on the proposed Amendment; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Polk County, Dallas County, the Dallas Center–Grimes Community School District, the Johnston Community School District, and the Urbandale Community School District; the consultation meeting was held on _____, 2025; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Grimes, Iowa, as follows:

Section 1. An economic development area as defined in Chapter 403 of the Code of Iowa, is found to exist in the City on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa, and is hereby designated the October, 2025 Addition to the Urban Renewal Area.

Section 3. The development of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. The Amendment conforms to the general plan of the municipality as a whole; and

B. It is not intended that families will be displaced as a result of the City's undertakings on the Property. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 5. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved October 28, 2025.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

EXHIBIT A
Legal Description
Expanded Grimes Urban Renewal Area
(October, 2025 Addition)

THAT PART OF LOT 26, TAYLOR ESTATES PLAT NO 5, AN OFFICIAL PLAT, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 80, RANGE 25 WEST OF THE 5TH P.M., BEING IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AND

THAT PART OF LOTS 19, 20 AND 21, TAYLOR ESTATES PLAT NO 6, AN OFFICIAL PLAT, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 80, RANGE 25 WEST OF THE 5TH P.M., BEING IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AND

THAT PART OF OUTLOT "Y", TAYLOR ESTATES PLAT 9, AN OFFICIAL PLAT, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 80, RANGE 25 WEST OF THE 5TH P.M., BEING IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AND

THAT PART OF BEAVERBROOKE POINTE PLAT 3, AN OFFICIAL PLAT LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80, RANGE 25 WEST OF THE 5TH P.M., BEING IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AND

THAT PART OF LOT 21, BEAVERBROOKE POINTE PLAT 1, AN OFFICIAL PLAT LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80, RANGE 25 WEST OF THE 5TH P.M., BEING IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AND

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 80, RANGE 25 WEST OF THE 5TH P.M., BEING IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AND

BRENTWOOD ESTATES, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA, EXCEPT THAT PART LYING SOUTHEASTERLY OF THE CENTERLINE OF NE 27TH STREET.

STATE OF IOWA
COUNTIES OF DALLAS AND POLK SS:
CITY OF GRIMES

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Grimes, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with designating the expanded Grimes Urban Renewal Area for the City and on an urban renewal plan amendment.

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

(Please attach to this certificate a copy of the minutes or a resolution of the Planning and Zoning Commission showing the action taken by that Commission with respect to the urban renewal plan amendment.)



AGENDA ITEM: Resolution [NOTE] to Approve Urban Renewal Plan Amendment

BACKGROUND: The City Council identified Urban Renewal Restatement as a priority during its 2024 Strategic Planning process. Staff has catalogued all Urban Renewal action since the program's inception in 1987. Upon review, it was determined that multiple properties were not included in the Plan in their entirety due to incorrect legal descriptions. This Amendment fixes those parcels to be included entirely within the Plan. Additionally, this Plan amendment adds Brentwood Estates, which was inadvertently omitted from a previous Plan amendment. The Planning and Zoning Commission reviewed the amendment at its October 7, 2025, meeting and determined it is consistent with the City's Comprehensive Land Use Plan.

BUDGETARY CONSIDERATIONS: None.

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: City Council last amended the Urban Renewal Plan in October 2024.

STAFF RECOMMENDATION: Staff recommends approval of the Urban Renewal Plan Amendment.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Katie Lord, Economic Development Director, klord@grimesiowa.gov

Prepared by: Katie Lord, Economic Development Director, klord@grimesiowa.gov

Return to: Katie Lord, Economic Development Director, klord@grimesiowa.gov

RESOLUTION 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

Grimes Resolution No. 10-4225

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the development of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Grimes, Iowa (the “City”) by resolution previously established the Grimes Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the description set out in Exhibit A hereto; and

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development area; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which covers the addition of the Property to the Urban Renewal Area; and

WHEREAS, notice of a public hearing by the City Council on the question of amending the Plan and designating an expanded Urban Renewal Area was heretofore given in strict compliance with the provisions of Chapter 403, Code of Iowa, and the Council has conducted said hearing on October 28, 2025; and

WHEREAS, the Planning and Zoning Commission of the City has reviewed and commented on the proposed Amendment; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Polk County, Dallas County, the Dallas Center–Grimes Community School District, the Johnston Community School District, and the Urbandale Community School District; the consultation meeting was held on October 10, 2025; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. An economic development area as defined in Chapter 403 of the Code of Iowa, is found to exist in the City on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa, and is hereby designated the October, 2025 Addition to the Urban Renewal Area.

Section 3. The development of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. The Amendment conforms to the general plan of the municipality as a whole;
and

B. It is not intended that families will be displaced as a result of the City's undertakings on the Property. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 5. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED and APPROVED on October 28, 2025.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

October 20, 2025

VIA EMAIL

Katie Lord
Economic Development Director/City Hall
Grimes, IA

Re: Grimes Urban Renewal Area (October, 2025 Addition)
Our File No. 419952-111

Dear Katie:

Attached please find the proceedings for use by your City Council at their October 28, 2025 meeting covering the City Council's action in holding a public hearing on the designation of the expanded Grimes Urban Renewal Area for the City and adopting a resolution to approve the amended urban renewal plan for that area.

Please return one fully executed set of these proceedings, and contact John Danos or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Alex Pfaltzgraff
Rachel Greving
Marcia Woodke

HEARING ON DESIGNATION OF
OCTOBER, 2025 ADDITION TO THE
GRIMES URBAN RENEWAL AREA AND
URBAN RENEWAL PLAN
AMENDMENT

419952-111

Grimes, Iowa

October 28, 2025

The City Council of the City of Grimes, Iowa, met on October 28, 2025, at 5:30 p.m., at the Grimes Community Complex, 410 SE Main Street, in the City for the purpose of conducting a public hearing on the designation of an expanded Urban Renewal Area and on a proposed urban renewal plan amendment. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the designation of the expanded Grimes Urban Renewal Area and on an urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled “Resolution 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,” seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. _____

Resolution 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

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the development of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Grimes, Iowa (the “City”) by resolution previously established the Grimes Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the description set out in Exhibit A hereto; and

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development area; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which covers the addition of the Property to the Urban Renewal Area; and

WHEREAS, notice of a public hearing by the City Council on the question of amending the Plan and designating an expanded Urban Renewal Area was heretofore given in strict compliance with the provisions of Chapter 403, Code of Iowa, and the Council has conducted said hearing on October 28, 2025; and

WHEREAS, the Planning and Zoning Commission of the City has reviewed and commented on the proposed Amendment; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Polk County, Dallas County, the Dallas Center–Grimes Community School District, the Johnston Community School District, and the Urbandale Community School District; the consultation meeting was held on _____, 2025; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Grimes, Iowa, as follows:

Section 1. An economic development area as defined in Chapter 403 of the Code of Iowa, is found to exist in the City on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa, and is hereby designated the October, 2025 Addition to the Urban Renewal Area.

Section 3. The development of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. The Amendment conforms to the general plan of the municipality as a whole; and

B. It is not intended that families will be displaced as a result of the City's undertakings on the Property. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 5. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved October 28, 2025.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

EXHIBIT A
Legal Description
Expanded Grimes Urban Renewal Area
(October, 2025 Addition)

THAT PART OF LOT 26, TAYLOR ESTATES PLAT NO 5, AN OFFICIAL PLAT, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 80, RANGE 25 WEST OF THE 5TH P.M., BEING IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AND

THAT PART OF LOTS 19, 20 AND 21, TAYLOR ESTATES PLAT NO 6, AN OFFICIAL PLAT, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 80, RANGE 25 WEST OF THE 5TH P.M., BEING IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AND

THAT PART OF OUTLOT "Y", TAYLOR ESTATES PLAT 9, AN OFFICIAL PLAT, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 80, RANGE 25 WEST OF THE 5TH P.M., BEING IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AND

THAT PART OF BEAVERBROOKE POINTE PLAT 3, AN OFFICIAL PLAT LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80, RANGE 25 WEST OF THE 5TH P.M., BEING IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AND

THAT PART OF LOT 21, BEAVERBROOKE POINTE PLAT 1, AN OFFICIAL PLAT LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80, RANGE 25 WEST OF THE 5TH P.M., BEING IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AND

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 80, RANGE 25 WEST OF THE 5TH P.M., BEING IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AND

BRENTWOOD ESTATES, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA, EXCEPT THAT PART LYING SOUTHEASTERLY OF THE CENTERLINE OF NE 27TH STREET.

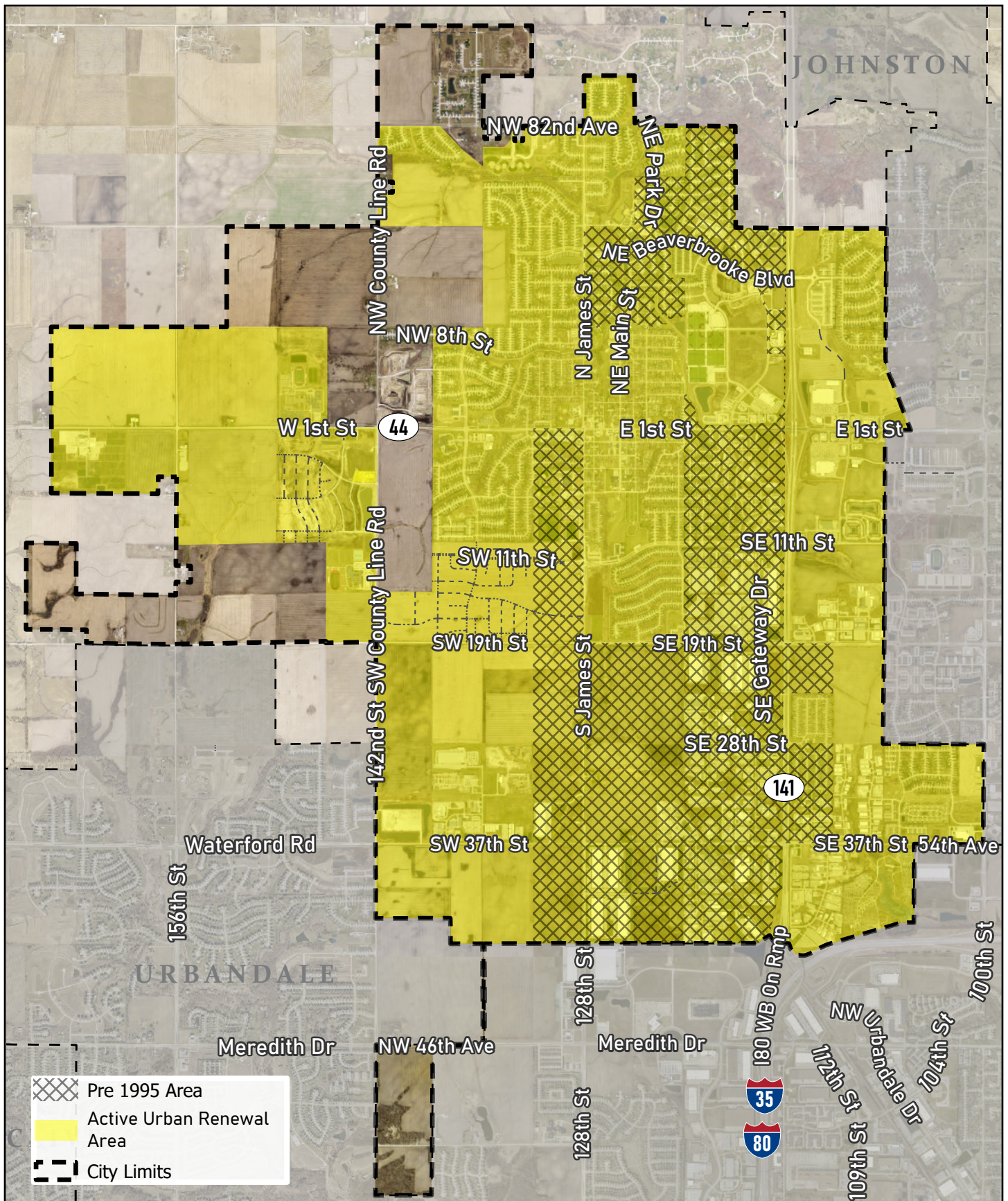
STATE OF IOWA
COUNTIES OF DALLAS AND POLK SS:
CITY OF GRIMES

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Grimes, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with designating the expanded Grimes Urban Renewal Area for the City and on an urban renewal plan amendment.

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

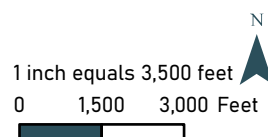
(Please attach to this certificate a copy of the minutes or a resolution of the Planning and Zoning Commission showing the action taken by that Commission with respect to the urban renewal plan amendment.)



2025 Urban Renewal Update

Active Urban Renewal Area as of 10/29/2025

Date Printed: 10/22/2025 9:36 AM





AGENDA ITEM: Third Consideration of Ordinance 802 Hope Meadows Phase 2 Rezone

BACKGROUND: The subject property is currently owned by Hope K Farms, LLC, and is generally located at the south of SW 11th Street and east of SW Jazzwood Drive. The approximately 124.55-acre property is currently zoned A-1 and is identified primarily as Low-Density with Medium-Density Residential and Future Park upon the Future Land Use Plan. The applicant is requesting to shift the Medium-Density Residential land use area from SW Jazzwood Drive to the east side of the development adjacent to DCG Oakview Middle School and change the area along SW Jazzwood Drive to Low-Density Residential. In doing so, the applicant has significantly reduced the density of the medium-density area, to be more in line with a traditional single-family development. The concept for the medium density development indicates that the development will provide single-story attached townhomes, with ponds, a clubhouse, pickleball courts and a dog park. Through staff's area planning efforts, the parkland was shifted to the north side of SW 11th Street, removing the Future Park from the subject property. However, two greenways with trail were identified along the property: one along the creek on the west side of the property and one along the transmission line corridor on the eastern half of the property.

The applicant is requesting to rezone the property to R-2 60 (Single- and Two-Family Dwelling District) for the Low Density land use areas and R-3 Medium (Medium Density Two or More Family Dwelling District) for the Medium-Density land use area to allow single-family and medium-density residential, and parkland. The proposal is generally consistent with the future land use plan and area plan future land use plan except the aforementioned relocation of the medium-density residential area. With the density capped at 5 du/a, and it's location next to DCG Oak View Middle School, staff is supportive of the proposal to change the location and size of the medium-density residential area. With the relocation of the medium density land use, both sides of the greenway and trail system will be developed as single-family.

The conceptual plan for the property shows the proposed layout of each land use and zoning area. 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: Parks & Recreation Advisory Board recommendation of approval - 08/27/2025
Planning & Zoning Commission recommendation of approval - 09/02/2025
Council approved first reading - 09/23/2025
Council approved second reading - 10/14/2025

STAFF RECOMMENDATION: Staff recommend approval of the Ordinance.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Evann Coffey, Senior Planner, 515-986-4050, ecoffey@grimesiowa.gov

Prepared by: Evann Coffey, Senior Planner

Return to: Evann Coffey, Senior Planner

DATE

September 2, 2025

PROJECT NAME

Hope Meadows Phase 2 Rezone

APPLICANT

Hope K. Farms LLC

REQUESTED ACTION

Requesting to rezone 124.55 acres to allow single-family residential, and medium-density residential, and public greenway

LOCATION

Generally located north of SW 19th Street, east of SW Jazzwood Drive, and south of SW 11th Street

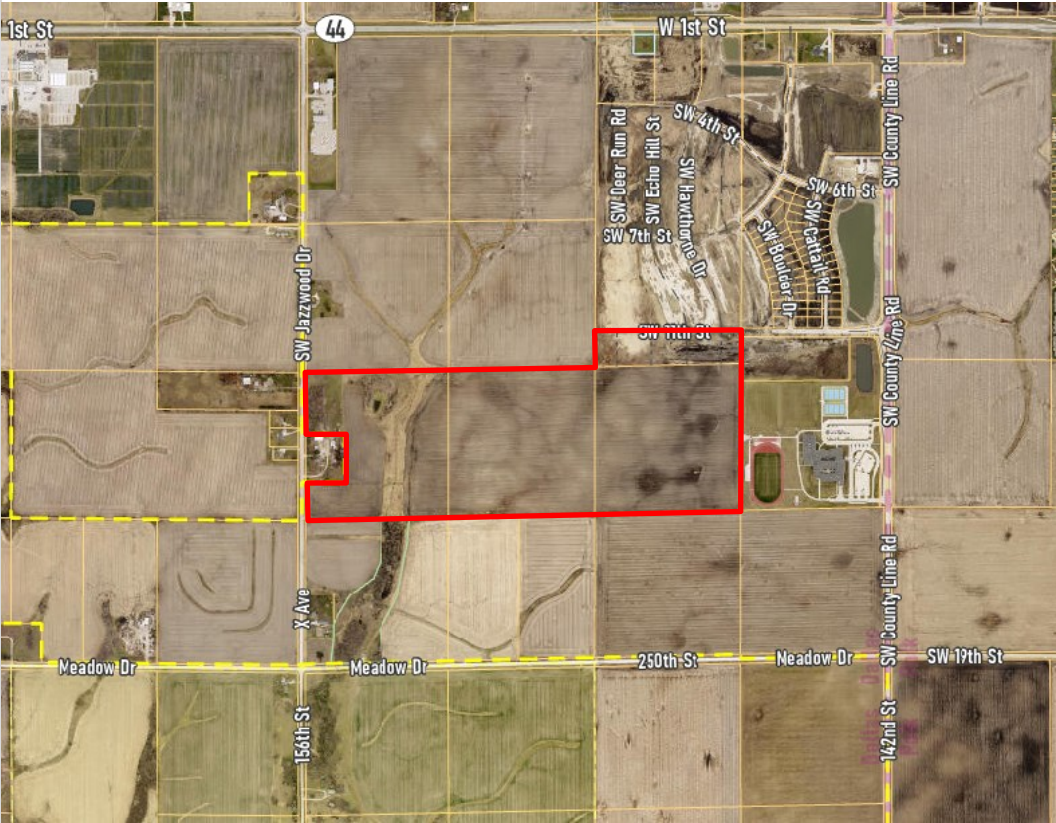
ZONING

Current Zoning – A-1
Proposed Zoning – R-2 60 & R-3 Medium

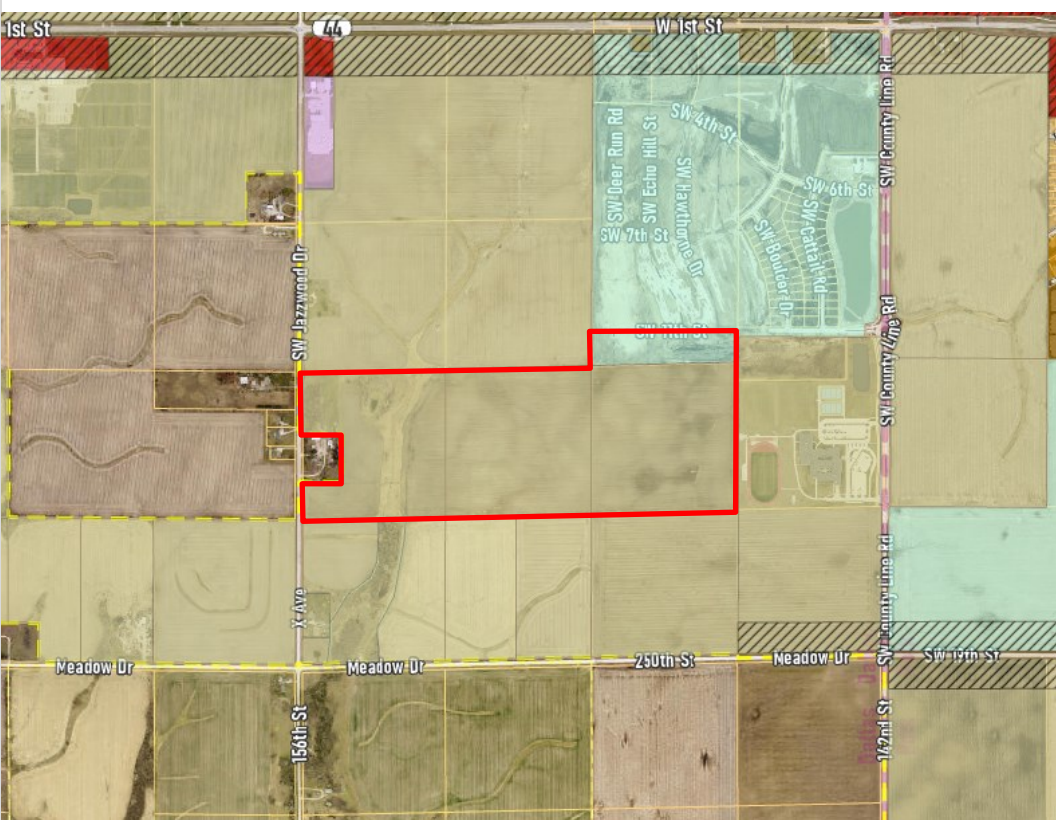
PLANNER

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/ Agriculture	Low-Density Residential	A-1
North	Vacant/ Agriculture	Low-Density Residential	A-1 & R-4
South	Vacant/ Agriculture; Farm Estate	Low-Density Residential	A-1
East	School	Civic	A-1
West	Vacant/ Agriculture; Farm Estate	Low-Density Residential	Agricultural (Dallas County)

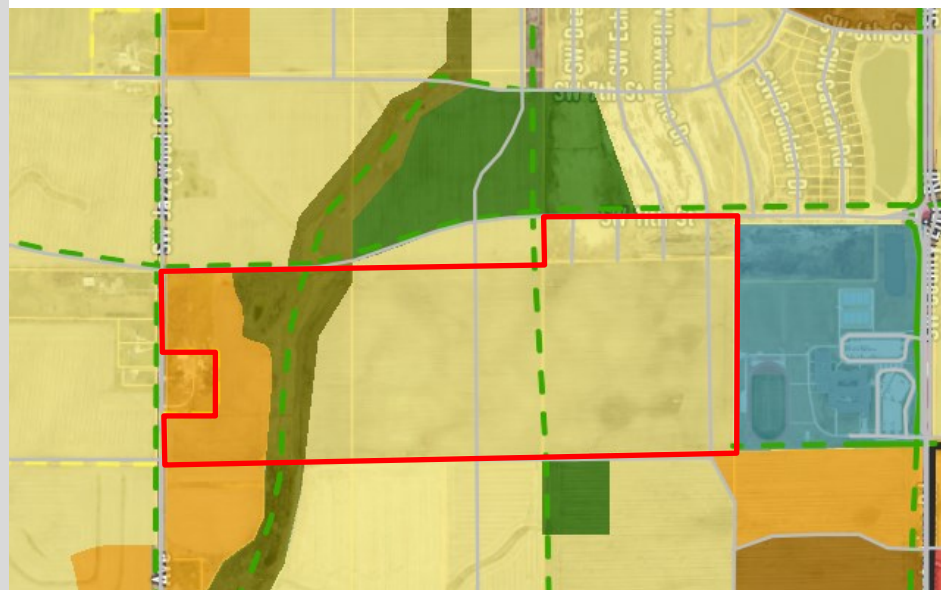
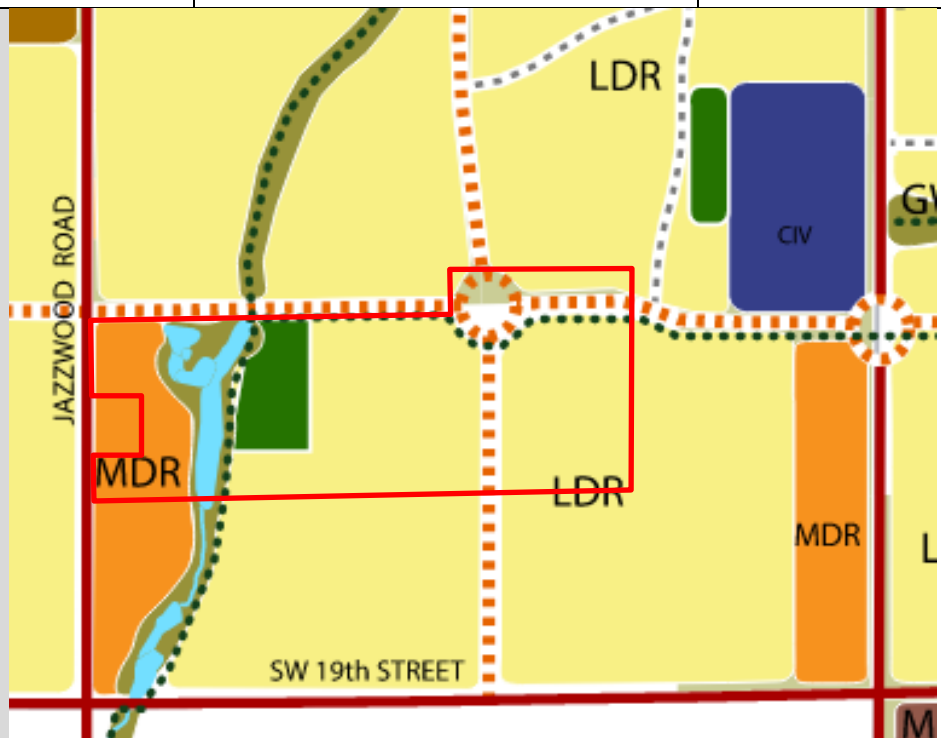
PARKS

The Parks & Trails Master Plan identifies a trail through the existing greenway and a park along the greenway.

When staff re-evaluated the land use through the are planning efforts, the park location was shifted to the north of SW 11th Street to provide a larger park to serve the area. In addition, a trail was added through the transmission corridor. The proposed rezone is consistent with the area plan future land use plan.

The applicant is proposing to dedicate the two greenways through the development to the City for future trail corridor. Fee in lieu of land dedication will be provided for the remaining required parkland dedication. The Parks and Recreation Advisory Board recommended approval of the proposal.

The proposed rezone is generally consistent with the future land use plans. The medium-density area has shifted to the east and increase in size by 10 acres. However, the density will be limited to 5u/a. Staff is supportive of the proposed change.



Future Land Use Map

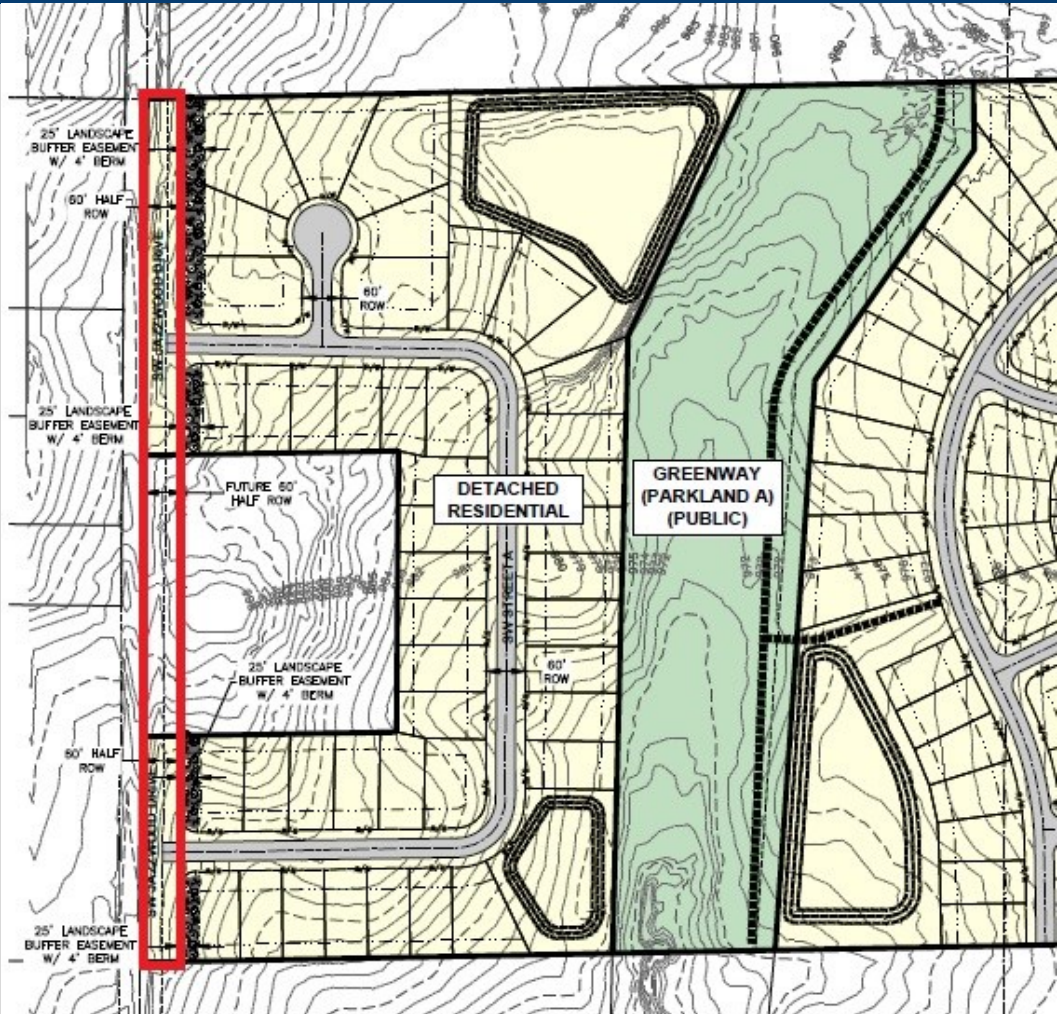
Area Plan Future Land Use Map

Relation to Studies & Legal

RELATION TO STUDIES & CITY PROJECTS

The rezone concept is consistent with the Grimes Street Design Guide.

The development will be served by the WRA sewer.



Legal

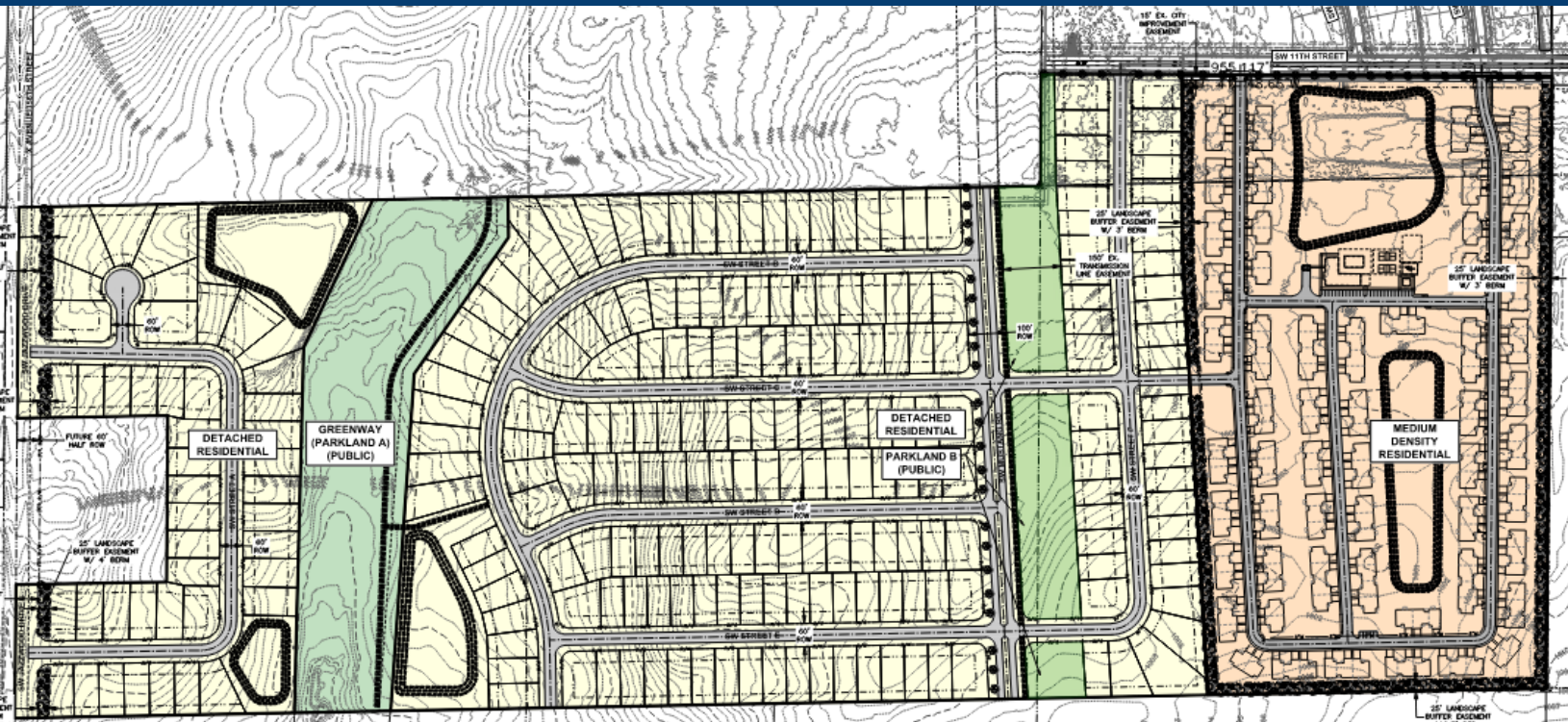
A Zoning Change and Development Agreement will be approved with the rezone and will outline the zoning standards and expectations for public improvements.

Fees will be required for SW Jazzwood Drive to contribute to the asphalt overlay.

The development will require right-of-way dedication along SW Jazzwood Drive to provide 60' to centerline.

The developer will be responsible for construction of SW Mustang Road through the property, which will include a boulevard.

Site Layout



STREET ACCESS

Access will be provided on SW 11th Street and SW Jazzwood Drive. With future development, residents could also use Mustang Rd to connect to SW 19th Street and Hwy 44.

PEDESTRIAN ACCESS

10' trails will be provided along SW 11th Street and through the greenway and transmission corridor. 5' sidewalk will be provided on both sides of the local streets.

LANDSCAPING

A 4' berm with landscaping will be provided along SW Jazzwood Drive. Street trees will be required along SW 11th Street and SW Mustang Road.

DEVELOPMENT STANDARDS – R-2 60

Minimum Lot Dimensions – 60' wide, 7,500 sf

Setbacks

Front – 30'

Side – 7', 14' or 15' total based on number of stories

Rear – 25'

Minimum Dwelling Size – 1,200sf, 1,400sf for 2 or more stories

Garage – Minimum 2-car

Maximum Height – 35'

Open Space – 40%

Landscaping – 2 trees per lot

DEVELOPMENT STANDARDS – R-3 Medium

Density – 5 dwelling units per acre

Minimum Lot Dimensions – 200' wide, 80,000 sf

Setbacks

Front – 30'

Side – 7', 14' or 15' total based on number of stories

Rear – 30'

Minimum Separation Between Garage and Edge of Common Drive – 25'

Building Faces with No Driveways along the Private Street – 10' from Private Street or Private Sidewalk

Minimum Dwelling Size – 900sf

Garage – Minimum 2-car

Maximum Height – 40', 3 stories

Open Space – 40%

Development Standards & Conclusion

STAFF RECOMMENDATION

Staff recommend approval of the Hope Meadows Phase 2 Rezone.

DEVELOPMENT STANDARDS – R-3 Medium Cont'd

Architecture – 25% brick/stone/masonry along front building faces and any side and rear building faces along private streets. 25% brick/stone/masonry on all building faces along the public street.

Landscaping – 1 tree per 1,000sf of open space
- 1 tree per 50' of public street frontage

Buffers – 30' wide, 3' berm; 1 overstory, 2 understory, 1 evergreen every 50'

Conclusion

Applicant is requesting to rezone 124.55 acres to R-2 60 and R-3 Medium to allow single-family lots and townhomes.

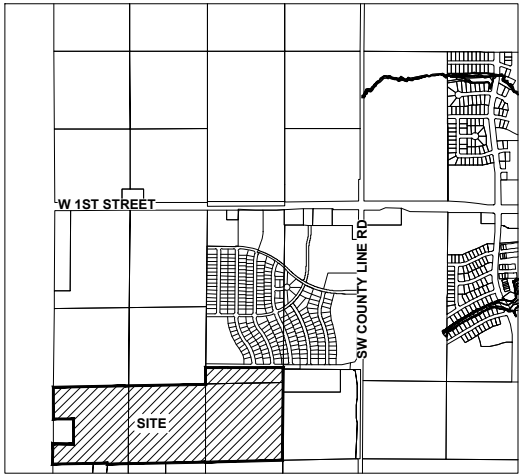
The proposal is generally consistent with the future land use plans with the exception of shifting the medium-density area to the east side of the development.

The existing greenway and transmission corridor will be dedicated to the City with 10' trails constructed.

Right-of-way will be dedicated for SW Jazzwood Drive and Mustang Road.

Landscape berm and buffer will be required along SW Jazzwood. Street trees will be required along SW 11th Street and SW Mustang Road.

VICINITY MAP



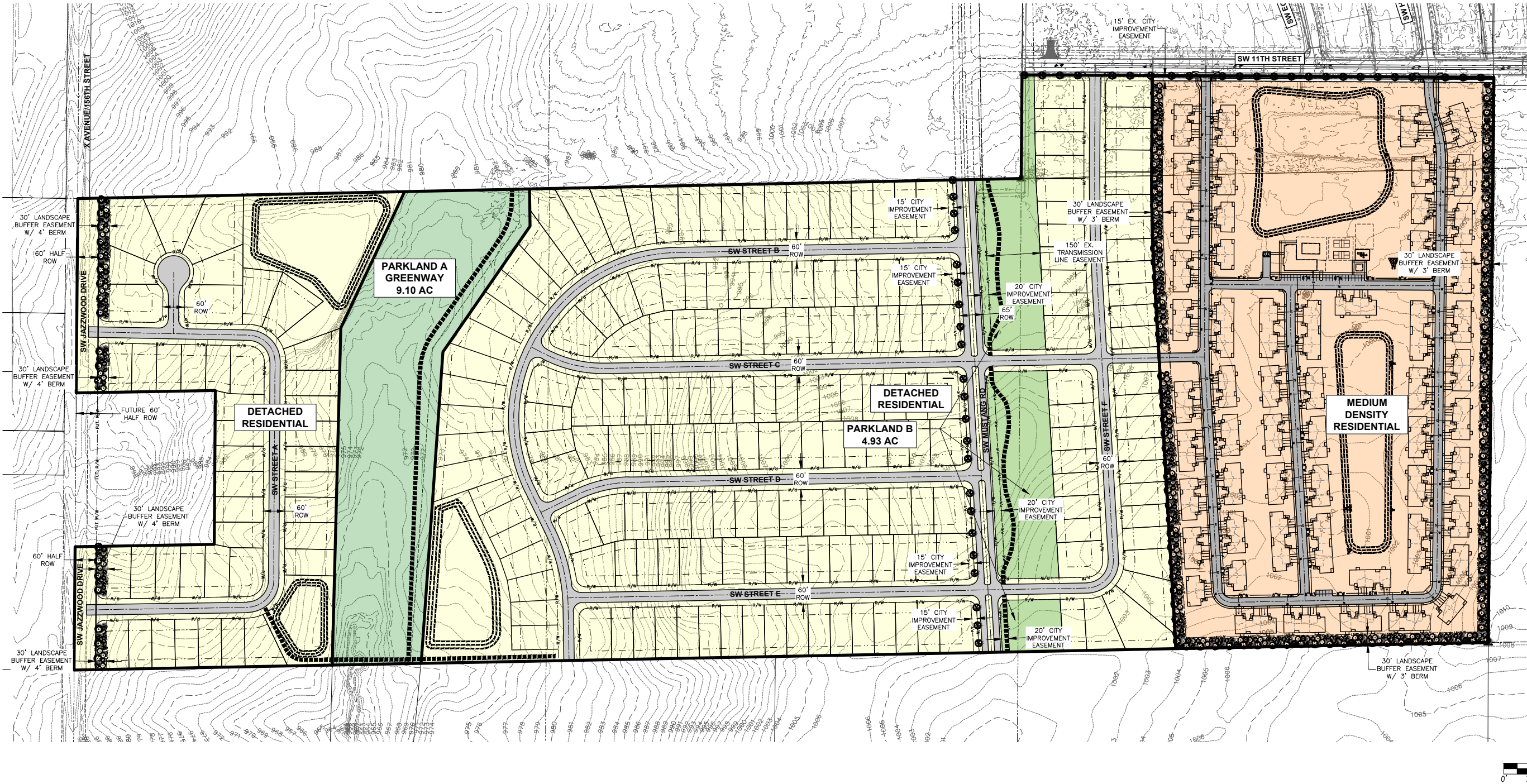
GRIMES, IOWA

OWNER/APPLICANT:

HOPE K FARMS LLC
CONTACT: ARASH RAZIZADEH
4500 WESTOWN PARKWAY, SUITE #277
WEST DES MOINES, IA 50266
PH: (515) 381-3925
EMAIL: ARASH.RAZIZADEH@EPCMFG.COM

ENGINEER / SURVEYOR:

CIVIL DESIGN ADVANTAGE
CONTACT: JARED MURRAY
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: (515) 369-4400
EMAIL: JAREDM@CDA-ENG.COM



FILE: H:\2022\2210689\2210689-1 LAND USE EXHIBIT.DWG
DATE PLOTTED: 9/5/2025 3:02 PM
PLOTTER: JARED MURRAY
DRAWN BY: JARED MURRAY
CHECKED BY: JARED MURRAY
SCALE: 1\"/>

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2210.689

HOPE MEADOWS PHASE 2

LAND USE EXHIBIT

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

TECH: JDS

ENGINEER: JMM

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

TECH: JDS

ENGINEER: JMM

REVISIONS

DATE

THIRD SUBMITTAL

SECOND SUBMITTAL

FIRST SUBMITTAL

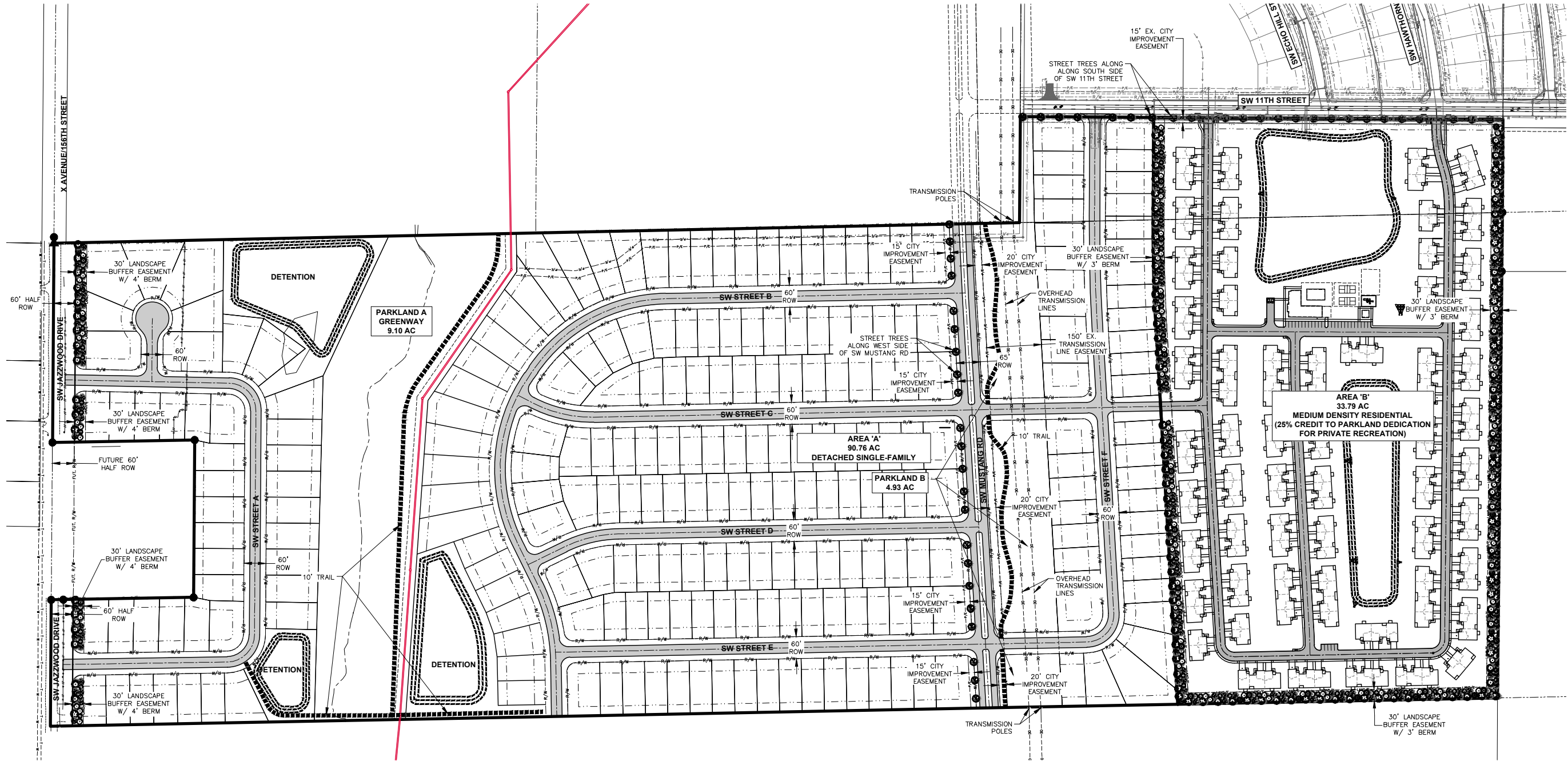
09/02/2025

08/08/2025

07/14/2025

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DATE: 9/5/2025 3:00 PM
PLOTTER: HP DesignJet T1100E
PLOTTER: HP DesignJet T1100E

COMMENTS:
NONE



AREA 'A' DEVELOPMENT SUMMARY

ZONING: R-2 60: SINGLE-FAMILY DWELLING

SETBACKS:	
FRONT YARD	= 30 FEET
REAR YARD	= 25 FEET
SIDE YARD (1-1/2 STORIES)	= 7 FEET MINIMUM (14 FEET TOTAL)
SIDE YARD (2-3 STORIES)	= 7 FEET MINIMUM (15 FEET TOTAL)
MAX BUILD HEIGHT/STORIES	= 35 FT/3 STORIES
MAX LOTS/ACRE	= 6.0 LOTS/ACRE
MIN. LOT WIDTH	= 60 FEET
MIN. LOT AREA	= 7,500 SQUARE FEET
MIN. GREENSPACE	= 40%

AREA 'B' DEVELOPMENT SUMMARY

ZONING: R-3 MED: MULTIPLE-FAMILY DWELLING

SETBACKS:	
FRONT YARD	= 30 FEET
REAR YARD	= 30 FEET
SIDE YARD (1-1/2 STORIES)	= 7 FEET MINIMUM (14 FEET TOTAL)
SIDE YARD (2-3 STORIES)	= 15 FEET MINIMUM (30 FEET TOTAL)
BUILDING SEPARATION	= 16 FEET (30 FT IF WALL IS ONLY SOURCE OF AIR AND LIGHT FOR LIVING UNIT)
MAX BUILD HEIGHT/STORIES	= 40 FT/3 STORIES
MAX UNITS/ACRE	= 5.0 UNITS/AC
MIN. LOT WIDTH	= 200 FEET
MIN. LOT AREA	= 80,000 SQUARE FEET
MIN. GREENSPACE	= 40%

PARKLAND DEDICATION

PARKLAND REQUIRED	
SINGLE-FAMILY (AREA 'A'): 241 LOTS X 3 PEOPLE/LOT X 6.5 ACRES/1000 PEOPLE	
(25% CREDIT APPLIED TO GREENWAY (PARKLAND A))	= 4.70 ACRES * 0.75 = 3.53 ACRES
MULTI-FAMILY (AREA 'B'): 168 UNITS (MAX 5 UNITS/AC) X 2 PEOPLE/UNIT X 6.5 ACRES/1000 PEOPLE	
(25% CREDIT APPLIED TO PRIVATE AMENITIES WITHIN AREA 'B')	= 2.18 ACRES * 0.75 = 1.63 ACRES
*TOTAL REQUIRED:	= 6.88 ACRES * 0.75 = 5.16 ACRES
PARKLAND PROVIDED (PARKLAND A AND PARKLAND B AREA):	= 14.03 ACRES
TOTAL PARKLAND DEDICATION RECEIVING CREDIT (4.70 * 0.25 + 2.18 * 0.25)	= 1.72 ACRES (5.16 ACRES SHORT)
FEE IN LIEU CALCULATION	
SINGLE FAMILY (3.53 ACRES * \$50,000)	= \$176,500
MULTI-FAMILY (1.63 ACRES * \$50,000)	= \$81,500
TOTAL TO BE DEDICATED AS FEE IN LIEU	= \$258,000
* NOTE:	
TOTAL AMOUNT OF PARKLAND REQUIRED IS BASED ON MAXIMUM DENSITY BEING PROVIDED IN THE MULTI-FAMILY RESIDENTIAL AREA. ACTUAL AMOUNT REQUIRED FOR THE MULTI-FAMILY RESIDENTIAL AREA WILL BE BASED ON ACTUAL UNITS SHOWN IN THE SITE PLAN.	
FEE IN LIEU OF LAND WILL BE PROVIDED FOR ANY SHORTAGE.	

BUFFER REQUIREMENTS

- BUFFERING TO BE PROVIDED PER DEVELOPMENT AGREEMENT.
- BERMING TO BE PROVIDED PER DEVELOPMENT AGREEMENT.
- NO FENCES WILL BE PERMITTED IN THE LANDSCAPE BUFFER EASEMENT.
- STREET TREES WILL BE REQUIRED WITH HOME CONSTRUCTION IN ALL LOTS WITH SECONDARY FRONTAGE ALONG THE WEST SIDE OF SW MUSTANG ROAD AND THE SOUTH SIDE OF SW 11TH STREET.

ORDINANCE #802

AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 12-3-5 TO PROVIDE FOR THE FOLLOWING REZONING REQUEST FOR HOPE MEADOWS PHASE 2 AND ASSOCIATED ZONING CHANGE AND DEVELOPMENT AGREEMENT

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 123 acres legally described on Exhibit A (the "Property") from A-1 (Agricultural District) to R-2 60 (One and Two Family Dwelling District) and R-3 MED (Medium Density Two or More Family Dwelling District).

SECTION 2. ADDITIONAL ZONING RESTRICTIONS. As part of this Ordinance and the rezoning established herein, certain permanent conditions and restrictions are hereby imposed upon the Property, which conditions and restrictions are in addition to existing regulations for the R-2 60 and R-3 MED Classification. Said restrictions are set forth in the Zoning Change and Development Agreement (the "Agreement") by and between the City of Grimes, Iowa, and Hope K Farms, LLC. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Grimes, Iowa; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor. All such conditions and restrictions are established, and such Agreement executed and entered into, pursuant to and in accordance with the provisions of Section 414.5 of the 2025 Code of Iowa, as amended.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved by the City Council on this ____ day of _____, 2025.

ATTEST:

Scott Mikkelsen, Mayor

Rachel Greving, City Clerk

Exhibit A

Legal Description of Property

R-2 60 Zoning District

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND A PART OF OUTLOT 'X', HOPE MEADOWS PLAT 1, AN OFFICIAL PLAT, ALL BEING IN THE CITY OF GRIMES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 88°52'57" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 1320.35 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 88°52'58" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 1320.32 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00°25'45" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 345.42 FEET; THENCE NORTH 89°02'06" EAST, 389.10 FEET; THENCE NORTH 00°25'45" EAST, 430.00 FEET; THENCE SOUTH 89°02'06" WEST, 389.10 FEET TO SAID WEST LINE; THENCE NORTH 00°25'45" EAST, 543.91 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 88°47'04" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 2639.95 FEET TO THE CENTER OF SAID SECTION 1; THENCE NORTH 00°23'54" EAST ALONG THE WEST LINE OF SAID OUTLOT 'X', 289.51 FEET; THENCE SOUTH 89°41'49" EAST, 364.53 FEET; THENCE SOUTH 00°18'11" WEST, 269.81 FEET; THENCE SOUTH 00°03'24" EAST, 61.68 FEET; THENCE SOUTH 00°47'13" EAST, 61.68 FEET; THENCE SOUTH 01°31'02" EAST, 61.68 FEET; THENCE SOUTH 02°14'50" EAST, 61.68 FEET; THENCE SOUTH 02°58'37" EAST, 61.70 FEET; THENCE SOUTH 03°18'36" EAST, 1026.39 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 88°52'55" WEST ALONG SAID SOUTH LINE, 441.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 90.76 ACRES (3,953,548 SQUARE FEET).

R-3 Medium Zoning District

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'X', HOPE MEADOWS PLAT 1, AN OFFICIAL PLAT, ALL BEING IN THE CITY OF GRIMES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 88°52'55" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 874.01 FEET; THENCE NORTH 03°18'36" WEST, 1026.39 FEET; THENCE NORTH 02°58'37" WEST, 61.70 FEET; THENCE NORTH 02°14'50" WEST, 61.68 FEET; THENCE NORTH 01°31'02" WEST, 61.68 FEET; THENCE NORTH 00°47'13" WEST, 61.68 FEET; THENCE NORTH 00°03'24" WEST, 61.68 FEET; THENCE NORTH 00°18'11" EAST, 269.81 FEET; THENCE SOUTH

89°41'49" EAST, 955.12 FEET TO THE EAST LINE OF SAID OUTLOT 'X'; THENCE SOUTH 00°24'04" WEST ALONG SAID EAST LINE, 254.44 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00°34'56" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 1326.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 33.79 ACRES (1,471,731 SQUARE FEET).

**HOPE MEADOWS PHASE 2
ZONING CHANGE AND DEVELOPMENT AGREEMENT
Recorder's Cover Sheet**

Preparer Information: Evann Coffey, City of Grimes, 410 SE Main St Ste 102 Grimes, IA 50111
515-986-4050

Taxpayer Information: Hope K Farms, LLC 4500 Westown Parkway Ste 277 West Des Moines,
IA 50322 515-381-3925

Return To: City of Grimes
101 NE Harvey St.
Grimes, Iowa 50111
Phone (515) 986-3036

Type of Document: Development Agreement

Legal Description: See Page 13 & 14

Document or instrument number of previously recorded documents: N/A

**HOPE MEADOWS PHASE 2
ZONING CHANGE AND DEVELOPMENT AGREEMENT**

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025, by and between the City of Grimes, IOWA, a municipal corporation (the "City") and Hope K Farms, LLC (the "Developer"), collectively referred to herein as ("the Parties").

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

WHEREAS, the Property Owner has submitted a master plan prepared by Civil Design Advantage identifying the Property to be developed as a single-family and medium-density residential 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 R-2 60 (Single- and Two-Family Dwelling District) and R-3 Medium (Medium Density Two or More Family Dwelling District), prior to development in accordance with, and in consideration of, the provisions of this Agreement and Section 414.5 of the Iowa Code; and

WHEREAS, Property Owner and the City wish to set forth their agreements with respect to the conditions and restrictions which will arise with respect to the Property as a result of such rezoning and development.

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 R-2 60 and R-3 Medium.
- 2) Master Plan. As required by the zoning regulations, the Property Owner has submitted a master plan, as shown on Exhibit "B", in conjunction with the Property Owners request for rezoning to R-2 60 and R-3 Medium to allow for the development of the property for single-family and townhome neighborhood, referred to herein as the Hope Meadows Phase 2 Development. The overall intent of the neighborhood is to provide reasonable accommodation for development 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 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 south of SW 11th Street and east of SW Jazzwood Drive, the Hope Meadows Phase 2 Development will consist of single-family lots and attached and detached townhome residential dwellings, and public greenways. Each area is further described as follows.
- a) R-2 60 (Single- and Two-Family Dwelling District). Areas designated as Single-Family Residential are intended for traditional stand-alone single-family lots. No other housing types, such as duplexes, townhomes or 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) R-3 Medium (Medium Density Two or More Family Dwelling District). Areas designated as Medium-Density Residential are intended for traditional attached and detached townhome dwelling units. No single-family, multi-family, 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 circulation routes 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.
- 4) R-2 60 (Single- and Two-Family Dwelling District) Regulations. This area is intended to accommodate the construction of traditional 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) Lot Dimensions. 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.
 - b) Setbacks. The following setbacks shall apply to all lots:
 - i) Front Yard – Thirty (30) Feet
 - ii) Secondary Front Yard – Thirty (30) Feet
 - iii) Rear Yard – Twenty-five (25) Feet
 - iv) Side Yard (1 and 1 ½ story dwellings) – Seven (7) Feet, Fourteen (14) Feet Total
 - v) Side Yard (2-3 story dwellings) – Seven (7) Feet, Fifteen (15) Feet Total

A two (2) foot projection for non-habitable space is permitted, however the projection shall meet all applicable building/fire code standards.

- c) Minimum Dwelling Size. Single story dwellings shall 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 shall 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.
 - d) Garage. A minimum two (2) car attached garage shall be provided for every lot.
 - e) Height. The maximum height of any building shall be three (3) stories above grade and thirty-five (35) feet maximum.
 - f) Building Materials and Façade Design. 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. Buildings are encouraged to be designed in a manner that does not cause the garage to protrude from the living space and become the primary focus from the street, but rather to design the buildings with living space in line with the garage or of comparable width to the garage to reduce the overall presence of the garage.
 - 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) Open Space. A minimum of forty percent (40%) open space shall be provided.
 - i) Landscaping. All dwellings shall provide a minimum of two (2) trees per lot, with at least one (1) tree being planted in the front yard. These plantings are in addition to any required buffer plantings or required street trees.
- 5) R-3 Medium (Medium Density Two or More Family Dwelling District) Regulations. This area is intended to accommodate the construction of attached or detached townhome dwelling units. The following regulations shall be applicable to any area identified as R-3 Medium-Density Residential, as generally shown on the Master Plan.
- a) Lot Area and Dimensions. The minimum lot area shall be eighty thousand (80,000) square feet. The minimum lot width shall be two hundred (200) feet. Postage Stamp lot development is permitted, in which case the minimum lot area and dimensions established in this section would apply to the entire project area of the postage stamp development.
 - b) Density. The maximum density within the Medium-Density Residential area shall be five

(5) units per acre.

c) Setbacks & Bulk Regulations. The following setbacks shall apply to all units:

- (i.) Front Yard – Thirty (30) Feet (External Property Lines)
- (ii.) Secondary Front Yard – Thirty (30) Feet (External Property Lines)
- (iii.) Rear Yard – Thirty (30) Feet (External Property Lines)
- (iv.) Side Yard (1 and 1 ½ story dwellings) – Seven (7) Feet, Fourteen (14) Feet Total (External Property Lines)
- (v.) Side Yard (2-3 story dwellings) – Fifteen (15) Feet, Thirty (30) Feet Total (External Property Lines)
- (vi.) Postage Stamps Lots – Zero (0) Feet
- (vii.) Building Faces with No Driveways along the Private Street – Ten (10) Feet from Private Street or Private Sidewalk
- (viii.) Building Separation – Sixteen (16) Feet Between Principal Buildings, Thirty (30) Feet Between Principal Buildings when that wall surface is the only source of light and air for the living unit.
- (ix.) Building Separation Between Principal and Accessory Buildings – Ten (10) Feet
- (x.) Minimum Separation Between Garage and Edge of Common Drive (Driveway approach) – Twenty-five (25) feet

A two (2) foot projection for non-habitable space is permitted, however the projection shall meet all applicable building/fire code standards.

- d) Minimum Dwelling Size. All dwellings shall 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 three (3) stories above grade and forty (40) feet maximum.
- f) Garage. A minimum of two (2) car attached garage shall be provided for all units.
- g) Parking. Visitor Parking shall be provided in accordance with the Grimes Zoning Ordinance.
- h) Building Materials. All principal buildings shall provide a minimum of twenty-five percent (25%) brick, stone or masonry along all front building faces and any side and rear building faces that front along the private streets. All building faces that front the public street shall provide a minimum of twenty-five percent (25%) brick, stone or masonry.
- i) Façade Design.

- i) All Units. All units shall be constructed with combinations and varying sizes of horizontal and lap siding and architectural grade asphalt shingles. 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 are encouraged. Repetition of front facades shall be discouraged, and a minimum of two (2) elevation variations shall be provided that include varying colors and/or materials.
- ii) Public Streets. Building faces along the public street shall include enhanced design elements and changes in materials to break up the blank walls, such as including porches, windows, changes in roof forms, offsets, etc.
- 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 forty percent (40%) 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 to a public street. Trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group.

The perimeter of all parking lots located along interior side and rear lot lines shall be planted with evergreen shrubs to screen headlights from neighboring properties.

Required frontage trees and buffer trees may count towards the required open space trees, however all terminal parking lot islands shall be landscaped with trees, except when utility conflicts exist.

Foundation plantings shall be provided along facades facing the public street when berms are not provided.

- m) Pedestrian. Connections from the units to a common pedestrian network shall be provided. Future accommodation for connections to public sidewalk and trails shall 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) Buffering and Landscaping.

- 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) Medium-Density Buffers. A thirty (30) foot buffer with minimum three (3) foot tall berm shall be provided along the east, west, and south property lines. A thirty (30) foot buffer with three (3) foot tall berm shall be provided along public streets when the backs of units face the public streets. If units are oriented so that the front doors are facing the public streets, a berm and buffer is not required, however the required street frontage plantings shall be provided. No fences shall be permitted within the buffer easements.
- c) Single-Family Buffers. A thirty (30) foot buffer with four (4) foot tall berm shall be provided along the single-family lots that abut SW Jazzwood Drive right-of-way. No fences shall be permitted within the buffer easement.
- d) Buffer Landscape Quantities.
 - i) SW Jazzwood Drive Buffers. Buffers along SW Jazzwood Drive shall provide the following number of trees per fifty (50) linear feet of buffer: One (1) overstory tree, three (3) understory trees, and one (1) evergreen tree. Half of the required evergreen trees may be swapped for one (1) overstory tree.
 - ii) All Other Buffers. All other buffers not along SW Jazzwood Drive shall provide the following number of trees per fifty (50) linear feet of buffer: One (1) overstory tree, two (2) understory trees, and one (1) evergreen tree.
- e) Berming and Screening. 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 development are desired; therefore, buffer vegetation may be clustered and situated to screen parking, drive-thrus, and other negative site elements such as trash enclosures, transformers, loading docks, etc.
- f) Continuity. Buffers shall be designed 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.
- g) Street Trees.
 - i) Dual Frontage Lots. All lots with secondary frontage along the west side of SW Mustang Road and SW 11th Street shall provide two (2) overstory trees along the side street located between the sidewalk and street within the city improvement easement.
 - ii) All street trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group.

7) Lighting.

- a) Private Street Lighting. Street Lighting associated with the private streets shall be provided within the R-3 Medium-Density Residential area. All lights shall be downcast and shall not exceed twenty-five (25) feet in height. Residential decorative coach lights mounted to the buildings can be used to provide lighting for private streets in residential areas. Floodlights are not permitted.
- b) Public Street Lighting. Street lighting associated with public streets shall be standard MidAmerican Energy Street Lights and black in color.

8) Public and Site Improvements.

- a) Public Improvements. Developer agrees to construct the necessary public improvements, including 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. The following trails shall be provided:
 - i) A ten (10) foot trail shall be provided through the western greenway as generally shown on the Master Plan. The trail shall be at least six (6) feet from the property line of the abutting single-family lots.
 - ii) A ten (10) foot trail shall be provided along the east side of SW Mustang Road through the transmission corridor as generally shown on the Master Plan. The trail shall be at least six (6) feet from the property line of the abutting single-family lots along the transmission corridor.
 - iii) A ten (10) foot trail shall be provided along the south side of SW 11th Street.
- e) Trail Culvert. The City agrees to reimburse the Developer for the cost of the culvert required to construct the trail across the greenway in Parkland A on the Master Plan. The Developer shall be responsible for the cost of the remainder of the trail connection.
- f) Construction/Bonds. All public improvements listed above shall be constructed in accordance with SUDAS and all City of Grimes standards. At the time of completion, a four (4) year maintenance bond for the public improvements shall be submitted.
- g) Fees.
 - (i.) SW Jazzwood Drive. The property owner shall provide a fee in the amount of \$150 per linear foot of frontage along SW Jazzwood Drive. The fee

payment shall be due at the time of Final Plat approval. The property owner shall have no further financial responsibility for SW Jazzwood Drive.

- h) 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.) 65-Foot Right-of-Way with boulevard section for SW Mustang Road with 15-Foot City Improvement Easement on the sidewalk side.
 - (ii.) Right-of-Way along SW Jazzwood Drive to provide sixty (60) feet to centerline.
 - (iii.) 60-Foot Right-of-Way with 29-Foot B/B for all other public streets, except cul-de-sacs which may be 26-Foot B/B.
- 9) Parkland Dedication. The Developer agrees to dedicate parkland generally consistent with the area shown on Exhibit B, totaling approximately 14.03 acres. Minor adjustments to the total parkland acreage are permitted due to finalization of future street alignments and other public improvements. This parkland is generally described as the greenway along the WRA sewer (Parkland A) and the greenway through the transmission corridor (Parkland B). The dedication shall occur with the platting of adjacent properties and street lots or site plan approval. The greenways shall be improved consistent with the Subdivision Ordinance. The Developer is utilizing the credits available in the Subdivision Ordinance for the greenway and private recreation within the R-3 Medium zoning district. Not all land dedicated for recreation in the development is eligible to count toward the total required parkland dedication. The Developer agree to provide fee in lieu of land dedication for the deficit in required parkland. Said fee will be used for improvements within Meadows Park.

a) Parkland Calculations

- i) Required Parkland Dedication
 - (1) Single-Family required land dedication = 4.7 ac
 - (2) Townhome required land dedication = 2.18 ac
 - (3) Total required land dedication = 6.88 ac
- ii) Parkland Credits (based on the required parkland dedication)
 - (1) 25% credit applied for greenway - Single-Family required to dedicate 3.53 ac (4.7 ac x 75%)
 - (2) 25% credit applied for private recreation – Townhomes required to dedicate 1.63 ac (2.18 ac x 75%)
 - (3) Total eligible land dedication receiving credit = 1.72 ac
- iii) Fee in Lieu of Land Dedication
 - (1) 6.88 total required land dedication – 1.72 ac eligible land dedication = 5.16 ac remaining (developer plans to provide fee in lieu for the remaining land dedication)
 - (2) 5.16 ac x \$50,000/ac = \$258,000 total fee in lieu to be provided
 - (3) Single-Family fee in lieu = \$176,500 (4.7ac * 0.75 * \$50,000)

(4) Townhome fee in lieu = Maximum \$81,500 (2.18ac * 0.75 * \$50,000). Fee will be based on actual units provided in the approved site plan.

- 10) Access. Access locations for the development shall follow the Master Streets Design Guide. Access locations beyond the scope of these documents may be evaluated by the City Engineer for approval.
- 11) Amendment Procedure. The terms of this Agreement may be amended by mutual agreement of the Parties hereto, following a notification process to surrounding Property Owners, a review by the Grimes Planning and Zoning Commission and a Public Hearing before the Grimes City Council.
- 12) Security; Lien Rights of City. In the event that the City makes any payments or incurs any costs in connection with the Improvements, which payments or costs are agreed to be paid by the Property Owner pursuant to this Agreement, Property Owner hereby agrees that the City shall have a lien on the Property in the amount agreed to be paid by Property Owner. Such lien by the City shall be released by written instrument recorded upon payment in full of the amount that Property Owner is obligated to pay. In the event that such a lien arises, the parties agree that the Property subject to such lien shall not be further platted or divided and no building permits shall issue until such lien is satisfied.
- 13) Binding. 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.
- 14) Warranty of Title. Property Owner hereby warrants to the City that Property Owner is the owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.
- 15) 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.
- 16) 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:

Rachel Greving, 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 Rachel Greving, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rachel Greving 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 K Farms, LLC

By: [Signature]
Signature: [Signature]
Title: [Signature]

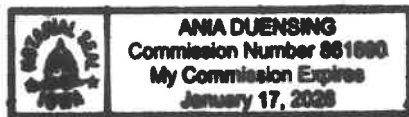
STATE OF IOWA)

) ss:

COUNTY OF Folk)

On this 28 day of October, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Reza Karganzahh, the CEO/Owner of Hope K Farms LLC, 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 January 17, 2028

Exhibit A

Legal Description

R-2 60 Zoning District

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND A PART OF OUTLOT 'X', HOPE MEADOWS PLAT 1, AN OFFICIAL PLAT, ALL BEING IN THE CITY OF GRIMES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

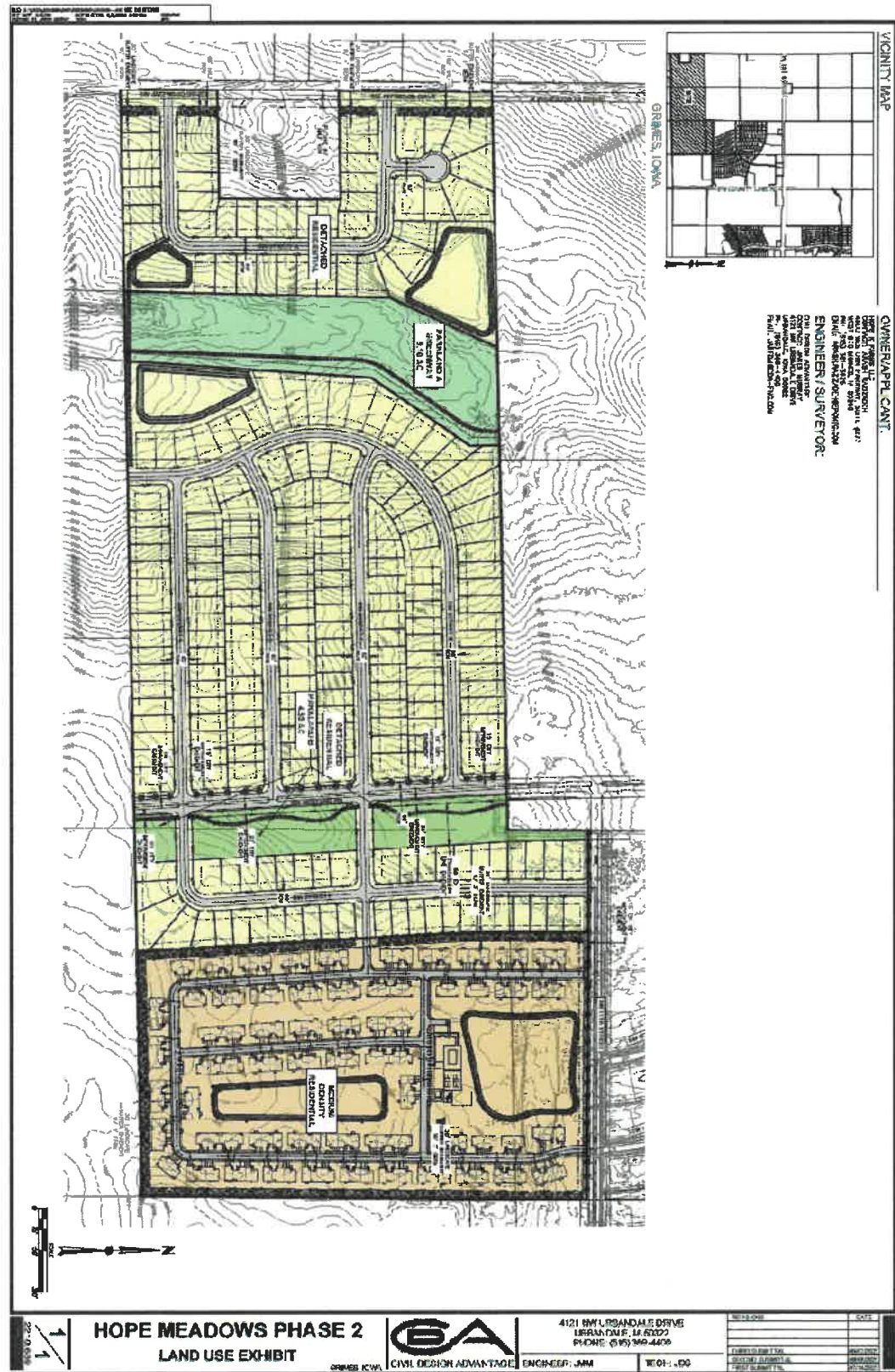
BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 88°52'57" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 1320.35 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 88°52'58" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 1320.32 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00°25'45" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 345.42 FEET; THENCE NORTH 89°02'06" EAST, 389.10 FEET; THENCE NORTH 00°25'45" EAST, 430.00 FEET; THENCE SOUTH 89°02'06" WEST, 389.10 FEET TO SAID WEST LINE; THENCE NORTH 00°25'45" EAST, 543.91 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 88°47'04" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 2639.95 FEET TO THE CENTER OF SAID SECTION 1; THENCE NORTH 00°23'54" EAST ALONG THE WEST LINE OF SAID OUTLOT 'X', 289.51 FEET; THENCE SOUTH 89°41'49" EAST, 364.53 FEET; THENCE SOUTH 00°18'11" WEST, 269.81 FEET; THENCE SOUTH 00°03'24" EAST, 61.68 FEET; THENCE SOUTH 00°47'13" EAST, 61.68 FEET; THENCE SOUTH 01°31'02" EAST, 61.68 FEET; THENCE SOUTH 02°14'50" EAST, 61.68 FEET; THENCE SOUTH 02°58'37" EAST, 61.70 FEET; THENCE SOUTH 03°18'36" EAST, 1026.39 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 88°52'55" WEST ALONG SAID SOUTH LINE, 441.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 90.76 ACRES (3,953,548 SQUARE FEET).

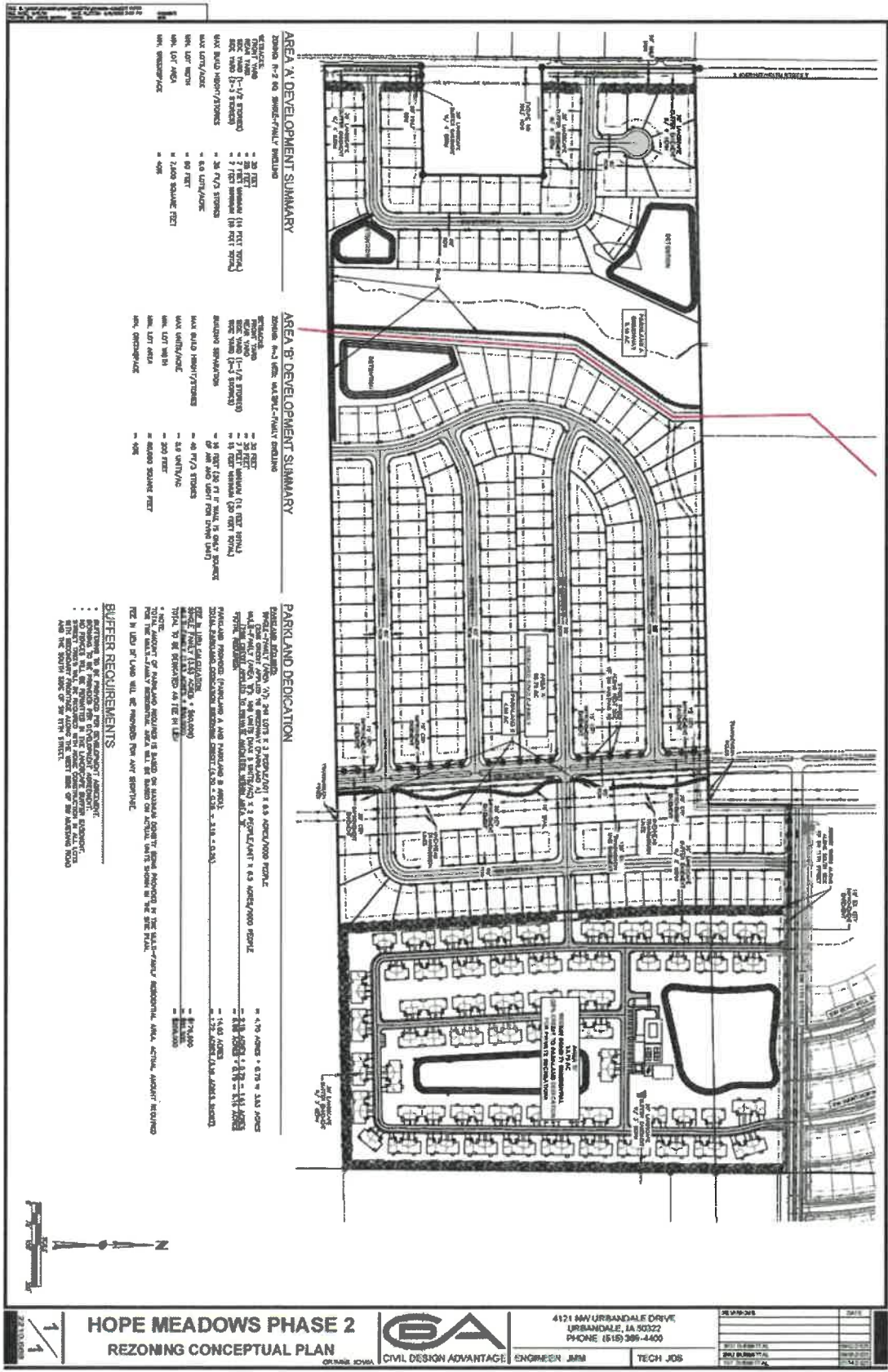
R-3 Medium Zoning District

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'X', HOPE MEADOWS PLAT 1, AN OFFICIAL PLAT, ALL BEING IN THE CITY OF GRIMES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Exhibit B - Master Plan







AGENDA ITEM:

BACKGROUND: The applicant, DeCarlo Properties, is requesting approval of a site plan located at 3905 SE Capitol Circle to construct 21,000 sf multi-tenant building, dumpster enclosure, fence, parking lot, detention basin, and outdoor storage yard resurfacing on the 9.34 acre property. Access to the site will be provided by the existing 2 full access driveways off of SE Capitol Circle. Surface parking is provided on the south and west sides of the building. The outdoor storage area will be resurfaced with asphalt millings, in accordance with a previously granted variance, and a detention basin will also be added to the area to provide on site detention.

The building will be constructed with stone and 2 color variations of metal panels. The proposed building will have a sloped roof with no rooftop units, wall pack lighting, overhead doors on the north and south sides, and a variation of architectural treatments to comply with the Highway 141 Mixed Use Development Corridor Zone 1 overlay requirements.

Prior to the submittal of the proposed site plan, the property owner had received two variances from the Grimes Board of Adjustment. The variance granted were to reduce the outdoor storage screening requirements and to utilize aggregate surfacing instead of concrete for the outdoor storage area. A combination of agreements will also accompany this project, including a sidewalk agreement, consent to improvements agreement, lot tie agreement, sanitary sewer easement vacation, and a new established sanitary sewer easement.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: No

BOARD/COMMISSION ACTIONS: Board of Adjustment approval of variance for aggregate material - 02/21/2024

Board of Adjustment approval of reduced outdoor screening material - 02/21/2024

Planning and Zoning Commission recommendation of approval - 10/07/2025

STAFF RECOMMENDATION: Staff recommend approval subject to remaining staff comments.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alivia Hoodjer, Assistant Planner , ahoodjer@grimesiowa.gov

Prepared by: Alivia Hoodjer, Assistant Planner

Return to: Alivia Hoodjer, Assistant Planner

EXTERIOR MATERIAL LEGEND	
MAT. LABEL	MATERIAL DESCRIPTION
AWN-1	CANOPY, PRE-ENGINEERED, PRE-FINISHED, CANOPY SYSTEM; COLOR: BLACK, W/ HANGER RODS (MAPES OR APPROVED EQUAL)
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FS	PREFINISHED METAL FASCIA TRIM. FINISH: MATCH ROOF.
GTR	PREFINISHED OVERSIZED GUTTER. FINISH: MATCH TRIM.
RF	STANDING SEAM METAL ROOF SYSTEM (INSTALLED PER MFR.) W/ CONCEALED FASTENERS; GALVALUME
SL-1	PRECAST CONCRETE SILL AND HEAD. FINISH: MATCH STONE.
ST-1	MANUFACTURED VENEER STONE (INSTALLED PER MFR.) FINISH: CENTURION STONE, MT. RUNDLE DESIGNER SERIES W/ BLACK GROUT
TR-2	PREFINISHED METAL ACCENT BAND. FINISH: FIRESTONE MATTE BLACK OR EQUAL.
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WP-2	PEMB PREFINISHED VERTICAL RIBBED METAL PANEL. FINISH: DARK GRAY.

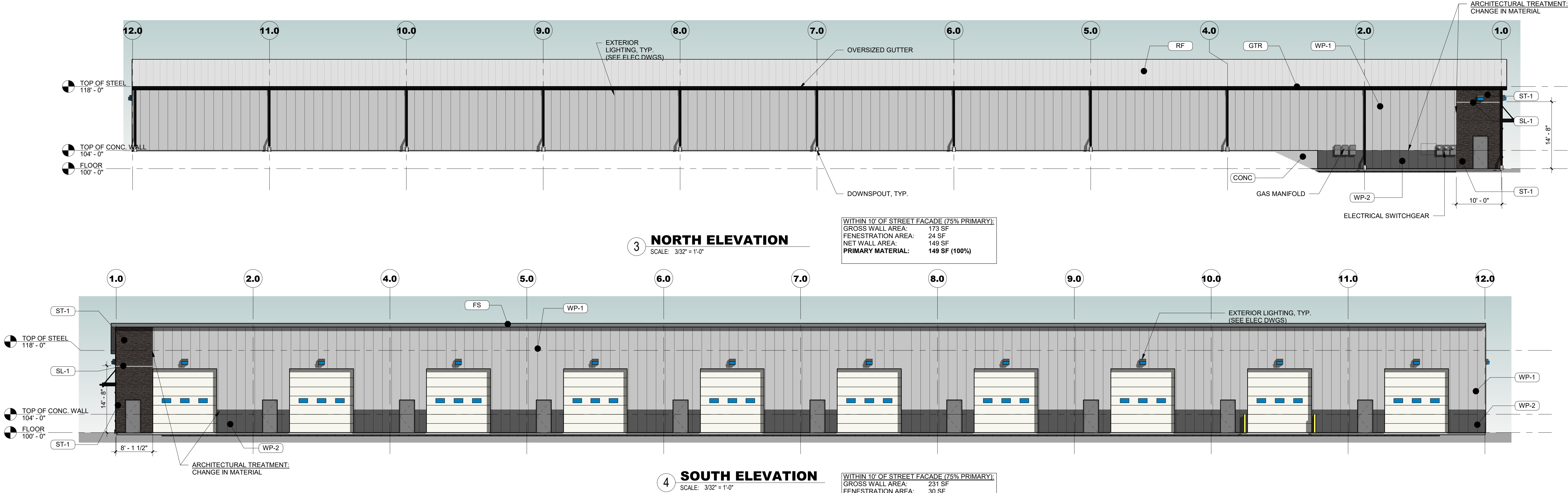
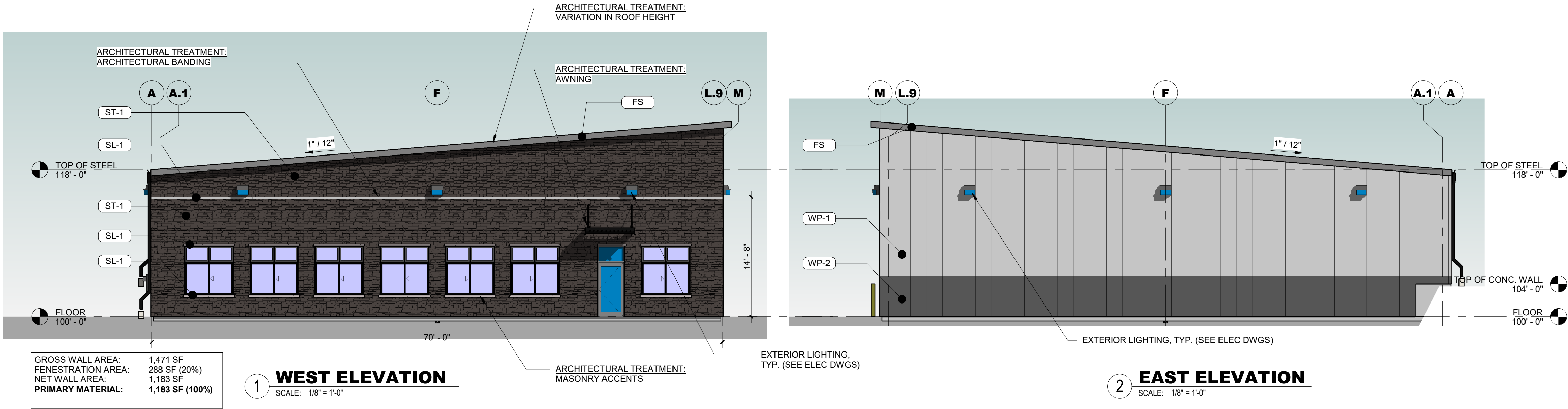
MISC EXTERIOR MATERIAL FINISHES

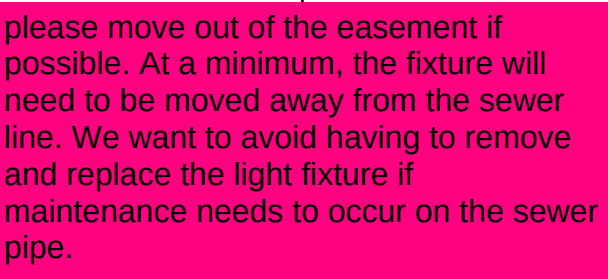
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 - BOLLARDS: CONCRETE FILLED STEEL BOLLARDS PAINTED SAFETY YELLOW.
 - EXPOSED LINTELS: GALVANIZED & PAINTED TO MATCH ADJACENT MATERIAL ABOVE.
 - FASCIA & SOFFIT: METAL PREFINISHED TO MATCH ADJACENT ROOF COLOR.
 - GUTTERS & DOWNSPOUTS: METAL PREFINISHED TO MATCH ADJ. MATERIAL.
 - CAULKS & SEALANTS: COLOR MATCHED TO ADJACENT MATERIAL.
 - HOLLOW METAL MAN DOORS & FRAMES: PAINTED TO MATCH ADJACENT MATERIAL.
 - OVERHEAD PANEL DOORS: METAL PRE-FINISHED WHITE.
 - LOUVERS: METAL PRE-FINISHED TO MATCH ADJACENT MATERIAL COLOR.

GENERAL EXTERIOR ELEVATION NOTES

- REFER TO ADDITIONAL NOTES AND REQUIREMENTS ON ALL OTHER DOCUMENTS AND OTHER DISCIPLINES DOCUMENTS.
- ALL CONDUIT RUNS & SERVICE LINES SHALL BE GROUPED TOGETHER IN A NEAT & ORDERLY MANNER AND SHOULD PENETRATE THE WALL AT THE LOWEST POINT AND ARE NOT TO RUN OVER THE TOP OF PARAPET. ALL OTHER CONDUITS & JUNCTION BOXES FOR EXTERIOR FIXTURES & EQUIPMENT SHALL BE FULLY CONCEALED WITHIN THE BUILDING CONSTRUCTION.
- ALL HORIZONTAL TRANSITIONS BETWEEN DIFFERENT MATERIALS SHALL BE FLASHED CONTINUOUS FROM UP BEHIND UPPER MATERIAL AND EXTEND OVER TO EXTERIOR FACE OF LOWER MATERIAL WITH DRIP EDGE.
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- MATERIALS ABOVE CANOPIES & AWNINGS TO BE CONTINUED DOWN BEHIND THEM U.O.N., TYP.
- ANY EXPOSED ROOFING MEMBRANE VISIBLE FROM A PUBLIC RIGHT AWAY MUST MATCH THE PRIMARY WALL MATERIAL COLOR.
- INSTALL VERTICAL EXPANSION JOINTS PER STRUCTURAL OR MINIMAL AT COLUMN/GRID LINES AND AT THE HEAD OF DOOR JAMBS/OPENINGS OR AS OTHERWISE NOTED OR WHERE REQUIRED PER STANDARD MATERIAL PRACTICE TO REDUCE STRESS CRACKING. NO CONTROL JOINT/EXPANSION JOINT AT MAIN STRUCTURAL BEARING LOCATIONS. VERIFY JOINTS WITH ARCHITECT.
- CAULK & SEAL ALL TRANSITION-CONTROL-EXPANSION AT ALL EXTERIOR MATERIALS.
- INSULATE AND SEAL TO ENSURE ADEQUATE AIR INFILTRATION BARRIER AROUND ALL EXTERIOR PENETRATIONS TO PREVENT WATER AND SPRINKLER PIPE FREEZING.
- WHERE EXTERIOR PAVING ADJACENT TO BUILDING, TOP OF PAVING TO BE 1/4" LOWER THAN INTERIOR FINISH FLOOR, SLOPING CONTINUOUSLY AWAY FROM BUILDING A MINIMUM OF 5'. WHERE DOOR STOOP, 48" OUT FROM DOOR 1:48(2%) MAX. SLOPE, AFTER 48" AWAY FROM DOOR 1:20(5%) MAXIMUM SLOPE TO PUBLIC WAY. (REFER TO CIVIL)
- WHERE NO EXTERIOR PAVING ADJACENT TO BUILDING, TOP OF FINISHED LANDSCAPE A MINIMUM OF 4" BELOW INTERIOR FINISH FLOOR AND 4" BELOW EXTERIOR WALL FLASHING/WEEPS, SLOPING CONTINUOUSLY AWAY FROM BUILDING A MINIMUM OF 5'. (REFER TO CIVIL)
- ADDRESS SHALL BE PROVIDED ON STREET SIDE OF BUILDING AND ON MONUMENT SIGN. NUMBERS A MINIMUM 5 INCH CONTRASTING COLOR NUMBERS WITH MINIMUM 1/2" STROKE.
- IF ANY SIGNAGE OR SIGN BASE IS SHOWN IT IS FOR REFERENCE ONLY. FINAL DESIGNS AND/OR ALLOWANCES SHALL BE DETERMINED WITH APPROVED SIGNAGE PERMIT(S).

ACTUAL DETAILS & DIMENSIONS MAY VARY AND ARE SUBJECT TO CHANGE. ALL DRAWINGS ARE SUBJECT TO AUTHORITY HAVING JURISDICTION APPROVAL. SIGNAGE SHOWN DOES NOT REPRESENT ALLOWABLE SIGNAGE PERMITTING/APPROVAL OF ALL SIGNAGE PER CURRENT CITY ORDINANCE BY OTHERS.





Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
SITE Planar	Illuminance	Fc	0.96	3.9	0.1	9.60	39.00

Footcandles will need to be an average of 0 at the property line. Please revise and show the property lines and the footcandling.

Please provide cut sheets for the proposed light fixtures. Based on the schedule, there are no issues with the proposed fixtures.

Please update the site plan with updated lighting locations.



Steve Rigolle
953 73rd Street
Windsor Heights, IA 50324
Phone: (515) 273-0100
Fax: (515) 273-0108
Steve.Rigolle@3e-co.com

Revisions		
#	Date	Comments
1		

Drawn By: Steve Rigolle
Checked By:
Date: 10/6/2025
Scale:

Not to Scale

This drawing and the related fixture schedule are the intellectual property of 3E. All documents and the information contained within are intended for the purpose of dealing with 3E and its agents. Any use for any other purpose is strictly prohibited and may result in charges for design services.



Development Services

410 SE Main St, Unit 102
Grimes, IA 50111
(515)986-4050
www.grimesiowa.gov

August 29, 2025
September 24, 2025
October 3, 2025

Snyder & Associates, Inc.

Attn: Brent Culp
2727 SW Snyder Boulevard
Ankeny, IA 50023

RE: DeCarlo Site Plan

Dear Mr. Culp:

The Development Services Department is in receipt of a proposed Site Plan for DeCarlo. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. Ensure all plan review fees are paid prior to the project going on the Council agenda (\$2,000 site plan, \$1,200 SWMP, \$250 SWPPP, \$50 Consent to Improvements agreement) \$2,850 of the total fee was paid on 8/12/25 via check. **\$650 will need to be provided prior to the project going on the Council agenda.**
2. Note that the observation fee template will be sent after plans are completed.
3. Note that the preconstruction packet will be sent after the site plan and building permit plans are completed.
4. Note that CAD Files will be provided with the final plans.
 - a. All new utilities to be installed and any removed.
 - b. Pavement within the project site
 - c. Finished grade surface of grading area (XML file)
 - d. All trees that are to be added or removed.
 - e. Survey file of existing conditions with any private utilities located.
 - f. Sign locations and pavement markings
 - g. Any recorded easements
5. Note that as-builts are required to be provided after construction is completed. **As-builts are required for all projects that occur within the City, both private and public projects. Attached via email is the City's as-built policy.**

~~6. D103.5 Fire apparatus access road gates.~~

~~INSIGHTS~~

~~Gates securing the fire apparatus access roads shall comply with all of the following criteria:~~

- ~~a. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm).
Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).~~
- ~~b. Gates shall be of the horizontal swing, horizontal slide, vertical lift or vertical pivot type.~~

- ~~e. Construction of gates shall be of materials that allow manual operation by one person.~~
 - ~~d. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.~~ 5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
 - ~~e. Methods of locking shall be submitted for approval by the fire code official.~~
 - ~~f. Electric gate operators, where provided, shall be listed in accordance with UL 325.~~
 - ~~g. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.~~
7. Please provide SWPPP and filled out SWPPP review checklist in submittal.
- ~~a. Keep maps in SWPPP up to date with each plan submittal.~~
 - b. Total area disturbed cannot be greater than total area of the site.**
 - ~~c. Include a signed affidavit of publication.~~
 - d. All contractors/ subcontractors must sign certification statement prior to working on site. All certification statements must be kept in SWPPP.**
 - ~~e. Include a signed copy of the owner's certification statement.~~
 - f. Include a site supervisor contact once known.**
 - g. Include a swppp monitoring contact once known.**
 - ~~h. Include notification to City of Grimes Public Works in spill reporting.~~
 - ~~i. Include signature on NOI.~~
 - ~~j. Include affidavit of publication for public notice.~~
 - ~~k. Include IDNR letter of authorization once available.~~
 - ~~l. Include signature on City of Grimes SWPPP certification.~~
 - ~~m. Provide construction schedule once known.~~
 - n. Include filled out copy of inspector qualifications sheet once known.**
 - o. Include filled out stormwater pollution prevention training log once known .**
 - ~~p. Include blank inspection report from company responsible for SWPPP monitoring.~~
8. Provide a photometric plan and lighting cut sheets. This will need to be provided prior to Council meeting.
9. Note that staff will use the previously drafted sidewalk agreement for the future sidewalk. Staff will send drafted agreement for property owners to review and sign.
10. Note that staff is drafting a consent to improvements agreement for the fence crossing the sanitary sewer easement. This agreement generally states that the City is not liable for any costs associated with removing the fence if the sanitary sewer infrastructure is needing to be maintained, replaced, etc. This agreement will need to be signed and notarized by the property owner(s) and will be put on the Council consent agenda. The agreement will then be sent to the County to be recorded with the property. The agreement does have a \$50 fee to cover the Council and County recording costs.
11. Complete (edit, review, and sign) sanitary sewer easement documents. Staff is currently working on template.
12. Complete (review and sign) lot tie agreement (Declaration of Site Restrictions). Staff is currently working on template.

13. Please provide elevation for dumpster enclosure prior to Council meeting. Dumpster enclosure will need to be 100% masonry enclosure that matches the primary building with opaque gates due to it being visible from public street.

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	October 17, 2025 (1 PDF of Rezoning Map and Concept Plan)
PLANNING & ZONING:	October 7, 2025, at 5:30 PM; Grimes Council Chambers
COUNCIL MEETING:	October 28, 2025, at 5:30 PM; Grimes Council Chambers

Please feel free to contact me at ahoodjer@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Alivia Hoodjer
Assistant Planner

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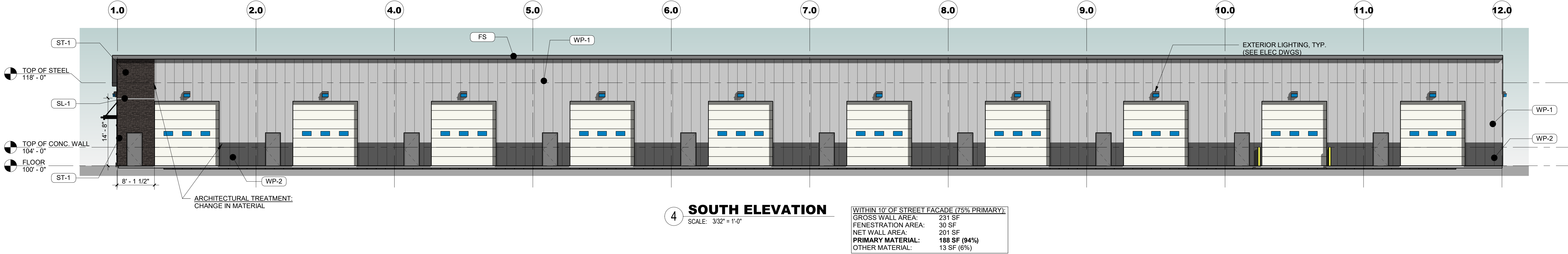
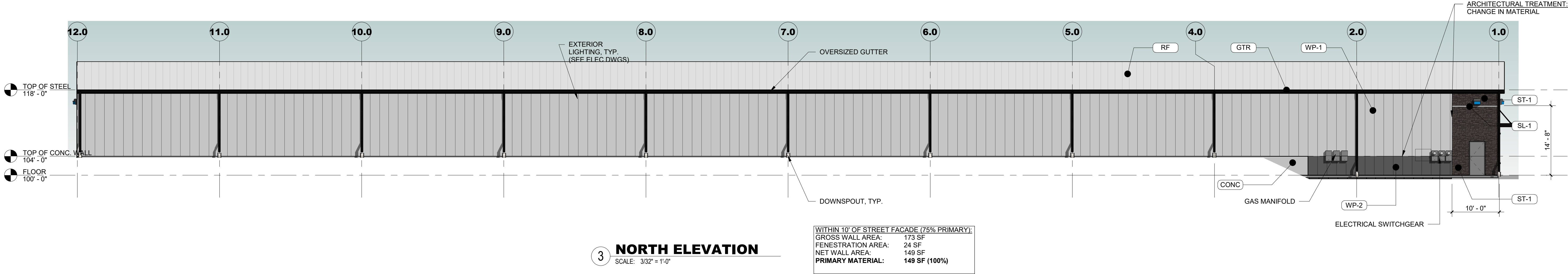
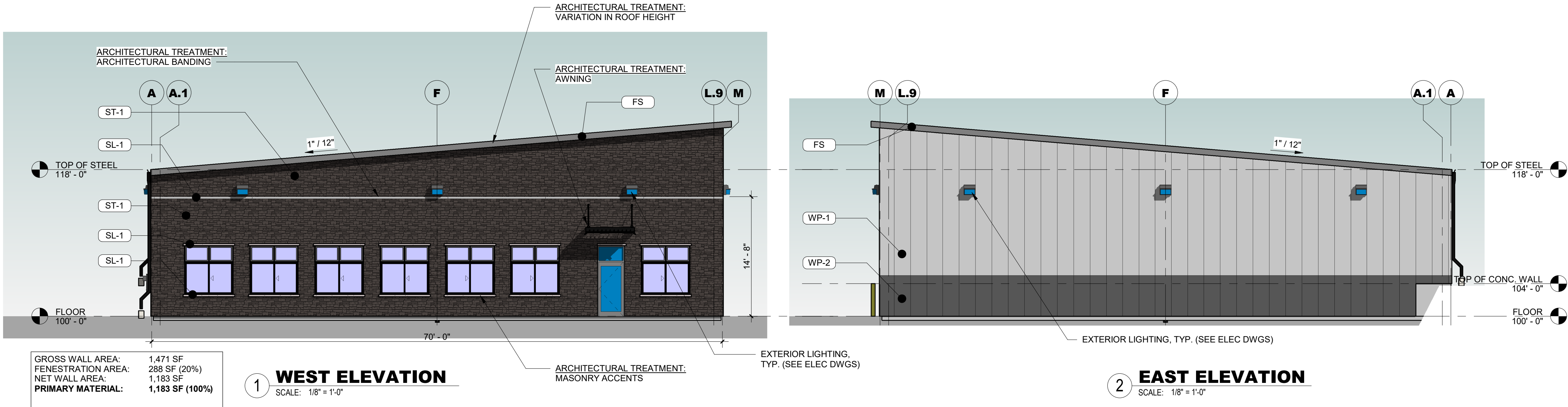
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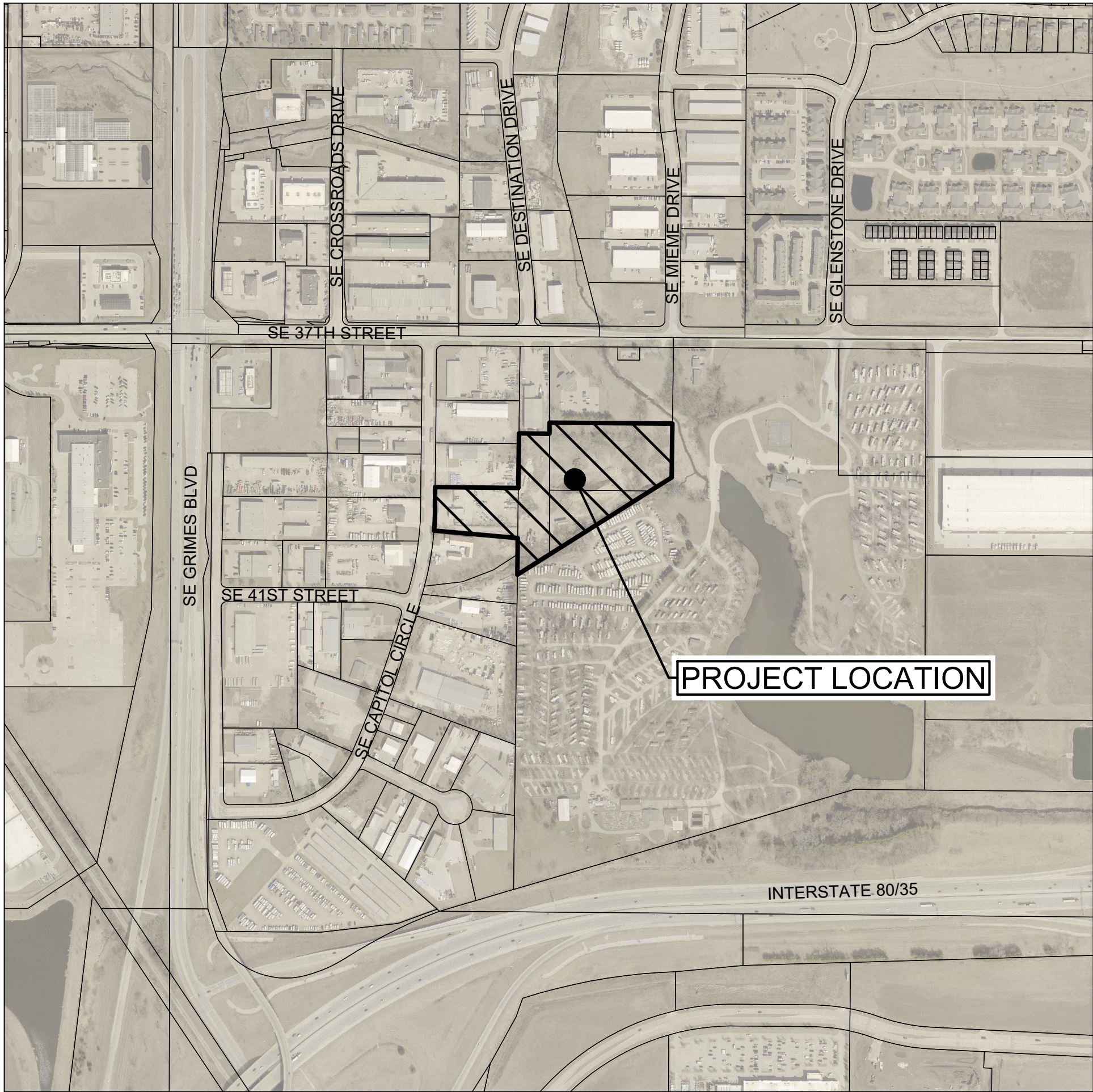
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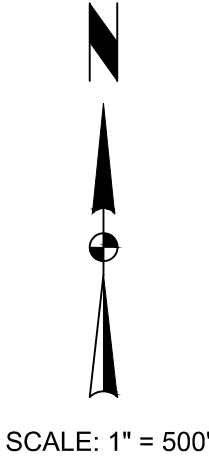


UPDATED SITE PLAN
FOR
DECARLO - 3905 SE CAPITOL CIRCLE
CITY OF GRIMES, POLK COUNTY, IOWA

Planner Comments
Complete



VICINITY MAP



INDEX OF SHEETS

- C100 TITLE SHEET
- C101 PROJECT INFORMATION
- C200 DEMOLITION PLAN
- C201 DEMOLITION PLAN
- C300 OVERALL SITE LAYOUT PLAN
- C301 DIMENSION PLAN
- C400 GRADING AND EROSION CONTROL PLAN
- C401 GRADE PLAN
- C500 UTILITY PLAN
- C600 LANDSCAPE PLAN

OWNER
THE GROUNDS KEEPER, INC.
3905 SE CAPITOL CIRCLE
GRIMES, IA 50111

DEVELOPER
DECARLO PROPERTIES
4514 NE 3RD ST
DES MOINES, IA 50313-2304
KELLY DECARLO

ENGINEER
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IA 50023
CHAD DEVORE, P.E.
(515) 964-2020

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.

Nicholas L. Huss, PLA _____ Date _____

License Number 835

Pages or sheets covered by this seal:
C600

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.

Chad D. DeVore, P.E. _____ Date _____

License Number P16007

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:
C100 - C500

DECARLO - 3905 SE CAPITOL CIRCLE

TITLE SHEET

SNYDER & ASSOCIATES, INC.

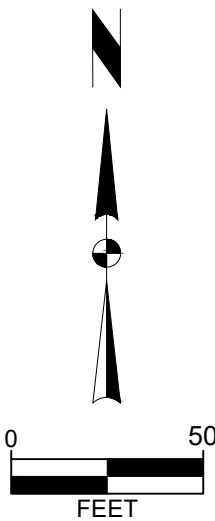
GRIMES, IOWA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 124.0220.01
Sheet C100

MARK	REVISION	DATE	BY
2	REVISED PER CITY COMMENTS	10-01-25 AWS	
1	REVISED PER CITY COMMENTS	09-06-25 AWS	
Engineer: CDD	Checked By: BKC	Date: 8-11-2025	Scale: 1" = 500'
Technician: AWS		Date: T-R-S: 79N-25W-16	

Sheet C100



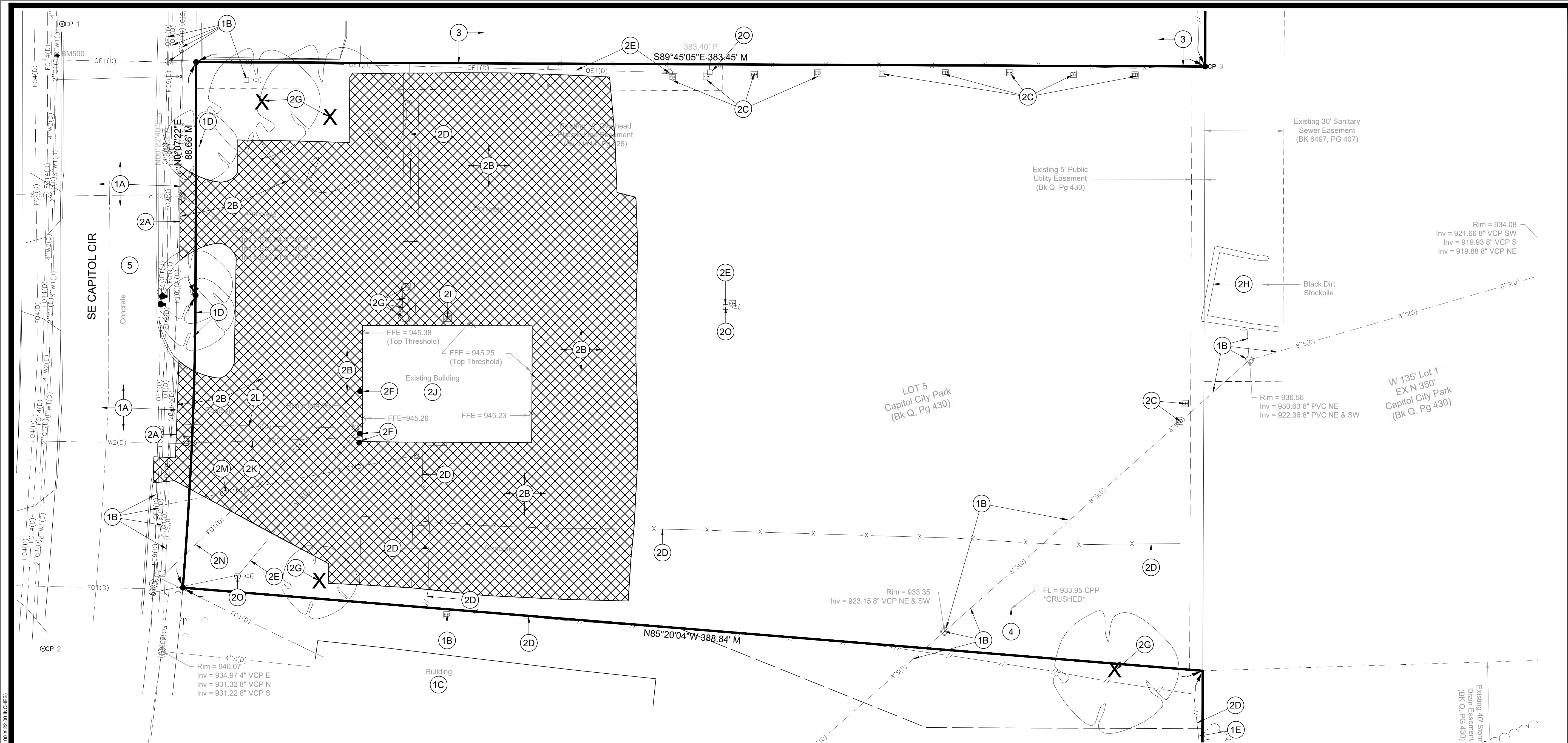
DEMOLITION PLAN CONSTRUCTION NOTES

1. EXISTING FEATURES, PROTECT THE FOLLOWING:
 - A. PAVEMENT TO REMAIN.
 - B. EXISTING UTILITIES. COORDINATE ANY RELOCATIONS OR ADJUSTMENTS WITH UTILITY SERVICE PROVIDER AS NECESSARY.
 - C. PROTECT EXISTING BUILDING.
 - D. EXISTING TREES.
 - E. EXISTING FENCE.
2. DEMOLITION, REMOVE THE FOLLOWING:
 - A. SAWCUT CLEAN VERTICAL EDGE FOR PAVEMENT ADDITION.
 - B. SAWCUT FULL DEPTH AT REMOVAL LIMITS AND REMOVE EXISTING PAVEMENT.
 - C. REMOVE EXISTING ELECTRICAL BOXES/TRUCK PLUG-INS.
 - D. REMOVE FENCE.
 - E. CONTRACTOR TO COORDINATE WITH MID-AMERICAN ENERGY TO RELOCATE OVERHEAD ELECTRICAL LINES AND POLES.
 - F. REMOVE EXISTING BOLLARDS.
 - G. REMOVE EXISTING PLANT MATERIAL INCLUDING ROOTBALL TO MINIMUM 24" DEPTH.
 - H. REMOVE EXISTING TOPSOIL STORAGE AREA AND RETAINING WALLS.
 - I. REMOVE EXISTING AIR CONDITIONING UNIT.
 - J. REMOVE EXISTING BUILDING.
 - K. REMOVE/ABANDON EXISTING WATER SERVICE PER CITY OF GRIMES REQUIREMENTS. THE EXISTING WATER SERVICE SHALL BE CAPPED AT THE CORPORATION VALVE.
 - L. REMOVE/ABANDON EXISTING SANITARY SEWER SERVICE PER CITY OF GRIMES REQUIREMENTS.
 - M. REMOVE EXISTING GAS SERVICE. COORDINATE W/ MID AMERICAN ENERGY CO.
 - N. REMOVE EXISTING COMMUNICATION LINE. COORDINATE WITH SERVICE PROVIDER.
 - O. REMOVE EXISTING LIGHT.
3. COORDINATE WITH OWNER, ADJACENT PROPERTY OWNERS AND CITY OF GRIMES ON EXISTING FENCE AND REQUIREMENTS FOR OPAQUE 6' FENCE.
4. CONTRACTOR TO REVIEW EXISTING STORM PIPE OUTLET TO DETERMINE IF IT IS STILL IN USE. IF THE STORM PIPE IS STILL IN USE, CONNECT TO EXISTING PIPE AND EXTEND SOUTH TO TOP OF SLOPE. IF THE STORM PIPE IS NOT IN USE, THEN ABANDON IN PLACE.
5. CONTRACTOR TO OBTAIN A ROW PERMIT FROM PUBLIC WORKS PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN THE SE CAPITOL CIRCLE RIGHT-OF-WAY.

Project No:	124.0220.01
Sheet	C200

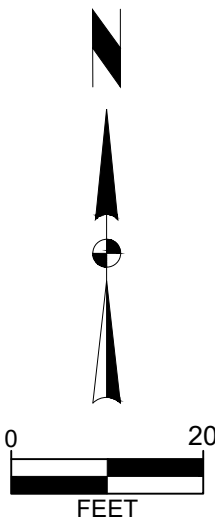
SNYDER & ASSOCIATES, INC.

V:\Projects\2024\124.0220\124.0220.DWG, ALLAN SMITH, DEMOLITION PLAN, 2025/10/01, 1:31 PM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)



DEMOLITION PLAN CONSTRUCTION NOTES

- EXISTING FEATURES, PROTECT THE FOLLOWING:
 - PAVEMENT TO REMAIN.
 - EXISTING UTILITIES. COORDINATE ANY RELOCATIONS OR ADJUSTMENTS WITH UTILITY SERVICE PROVIDER AS NECESSARY.
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DECARLO - 3905 SE CAPITOL CIRCLE

DEMOLITION PLAN

GRIMES, IOWA

SNYDER & ASSOCIATES, INC. |



Project No: 124.0220.01

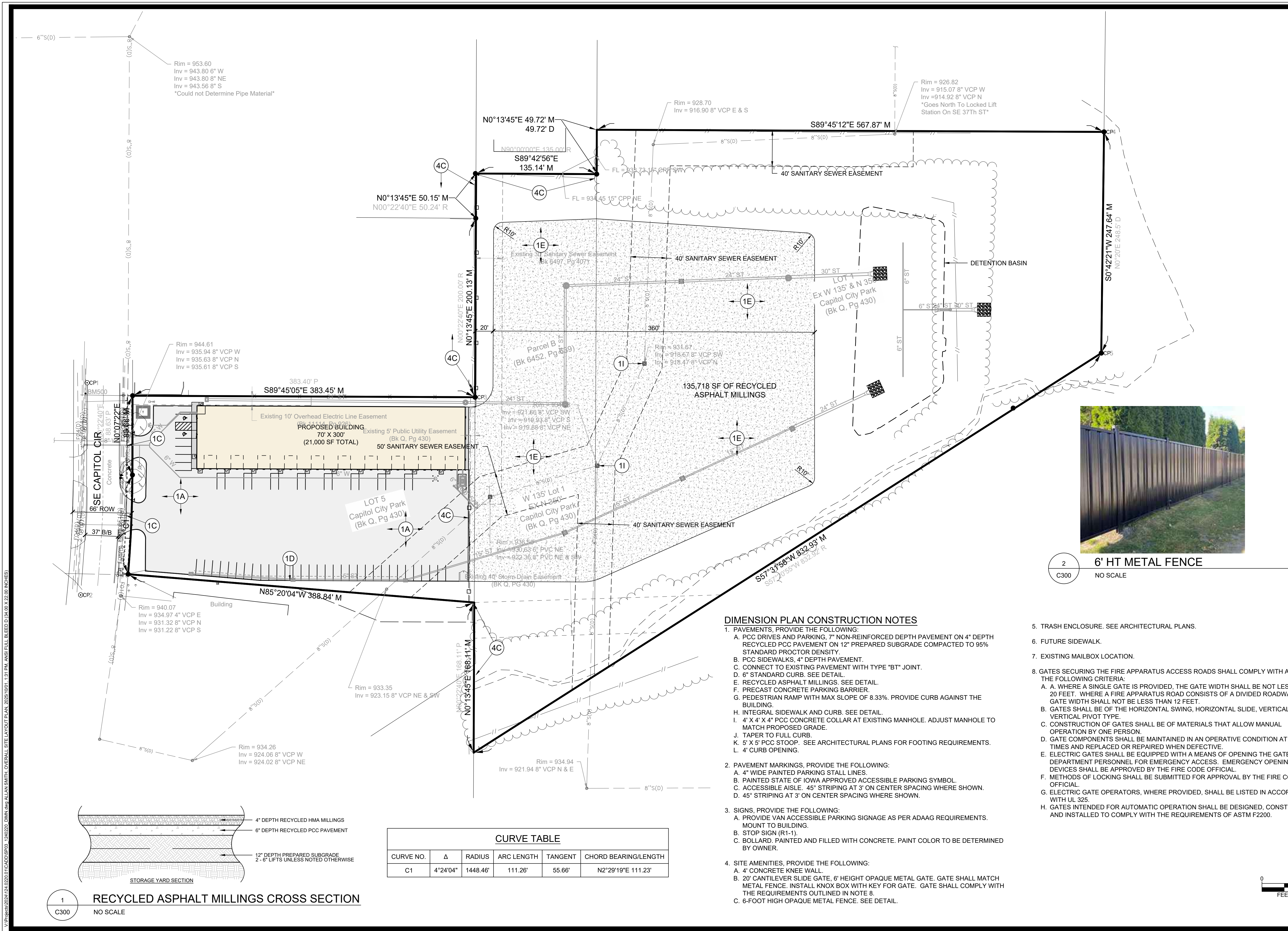
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MARK	REVISION	DATE	BY
2	REVISED PER CITY COMMENTS	10-01-25 AWS	
1	REVISED PER CITY COMMENTS	09-06-25 AWS	
Engineer:	CDD	Checked By:	BKC
Technician:	AWS	Date:	8-11-2025
		Scale:	1" = 20'
			T-R-S: 79N-25W-16

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-364-2020 | www.snyder-associates.com

Project No: 124.0220.01

Sheet C201

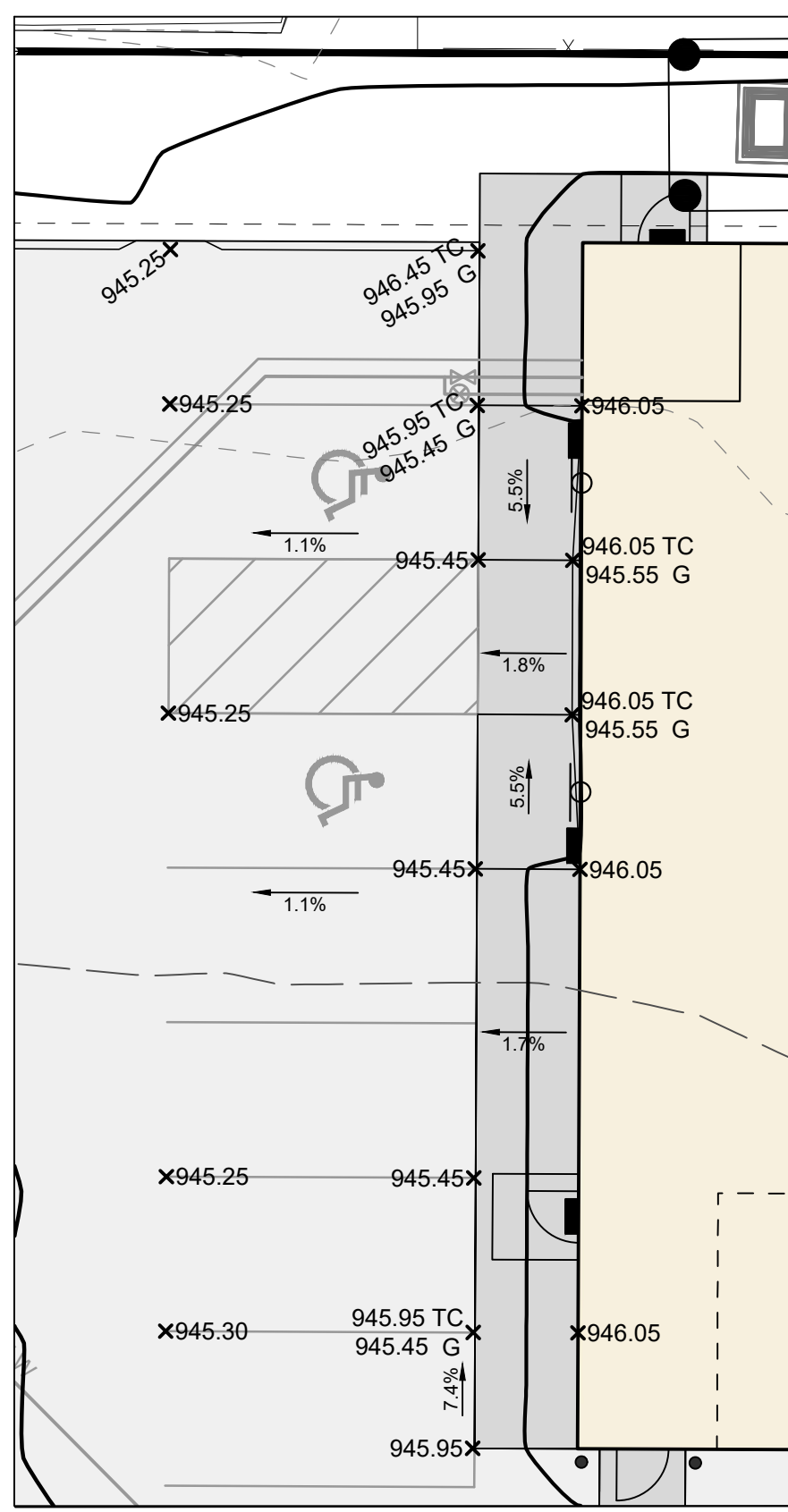
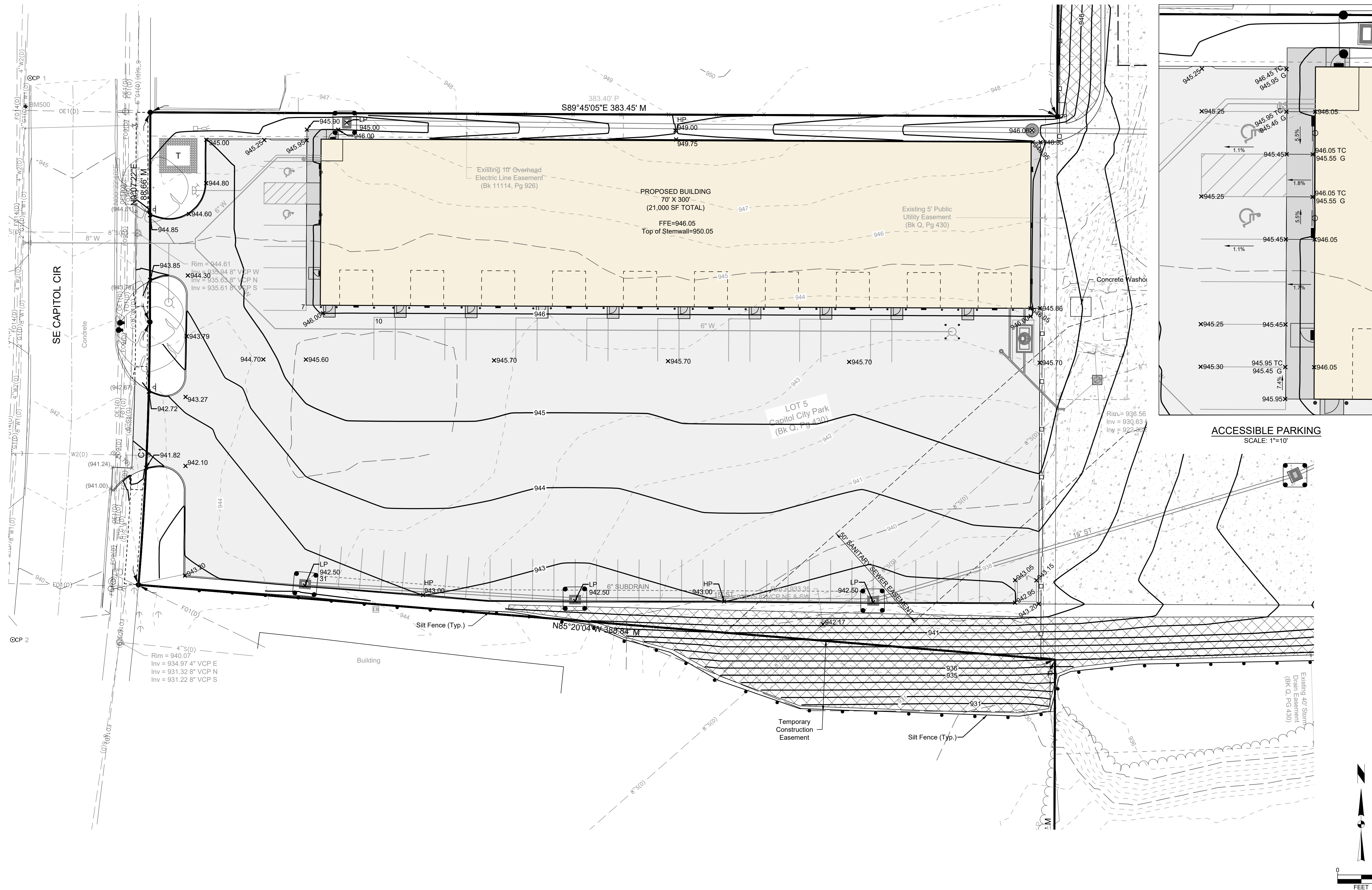


2
C300

6' HT METAL FENCE
NO SCALE

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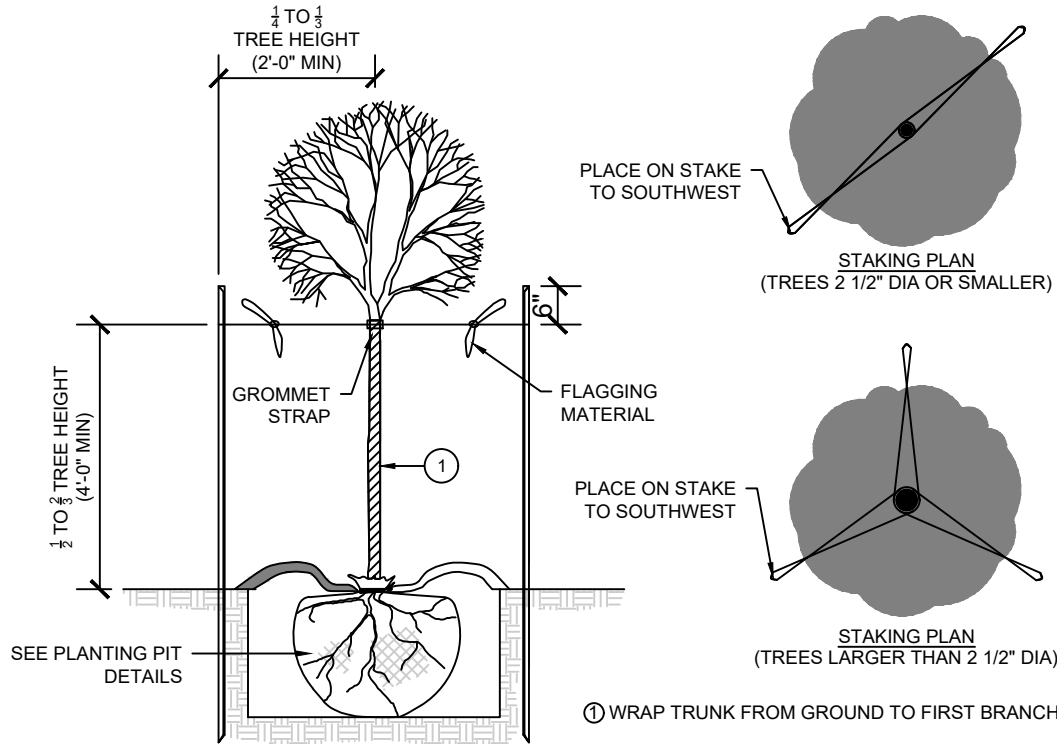
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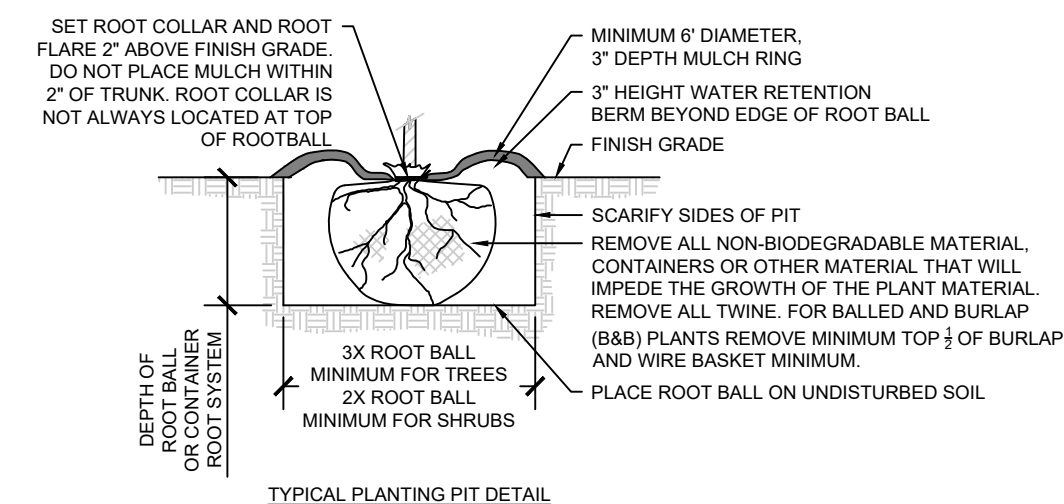
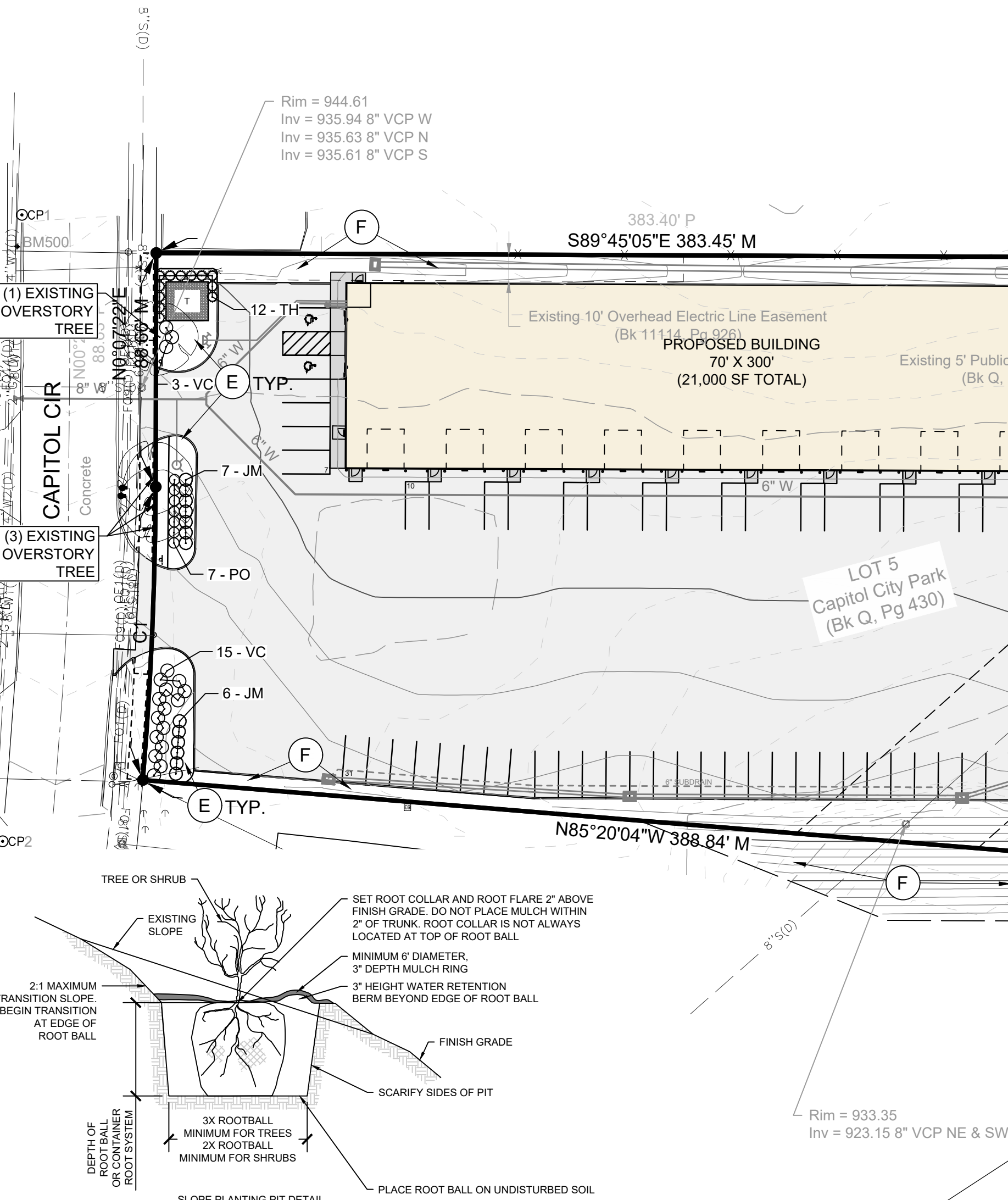
ACCESSIBLE PARKING
SCALE: 1"=10'

 SNYDER & ASSOCIATES		DECARLO - 3905 SE CAPITOL CIRCLE GRADE PLAN SNYDER & ASSOCIATES, INC.		2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020 www.snyder-associates.com	
		GRIMES, IOWA			
DATE	BY	REVISION	CHECKED BY	SCALE	PROJECT NO.
				1" = 20'	124 0220.01
				Sheet C401	

V:\P\04\2024\124.0220\124.0220\LANDSCAPE PLAN.dwg ALAN SMITH LANDSCAPE PLAN 2025/0001 1:30 PM, ANSI FULL BLEED (0.25" X 2.00" INCHES)



1
C600
DECIDUOUS TREE STAKING DETAIL
NO SCALE



2
C600
PLANTING PIT DETAILS
NO SCALE

PLANTING PLAN REQUIREMENTS

LANDSCAPE REQUIREMENTS AND CALCULATIONS:
(AS PER CITY OF GRIMES SITE PLAN OPEN SPACE AND LANDSCAPING REQUIREMENTS, ZONING M1-A AND HIGHWAY 141 MIXED USE DEVELOPMENT CORRIDOR DISTRICT ZONE 2b)

OPEN SPACE REQUIREMENTS:
407,444 SF (9.35 AC.) OVERALL PROPERTY x 15% MIN. OPEN SPACE = 61,117 SF OPEN SPACE REQ'D
--TOTAL HARD SURFACE (DRIVES, PARKING, AND BUILDINGS) = 210,260 SF (197,186 SF) = 48.4% TOTAL OPEN SPACE PROVIDED

61,117 SF OPEN SPACE REQ. / 1000 SF = 61.12 P.U.
61.12 x 2 TREES = 122.24 TREES REQUIRED (123 PROVIDED)
59,610 SF EX. TREE CANOPY / 708 SF = 84 EX. TREES; 39 PROP. TREES PROVIDED
61.12 x 2 SHRUBS = 122.24 SHRUBS REQUIRED (123 PROVIDED)

FRONTAGE LANDSCAPING HIGHWAY 141 MIXED USE DEV. CORRIDOR DISTRICT
1 TREE PER 50' AND 1 SHRUB PER 4' ALONG SE CAPITOL CIRCLE
200' FRONTAGE = 4 TREES AND 50 SHRUBS
--4 EX. TREES COUNTED TOWARDS REQUIREMENT
--50 PROPOSED SHRUBS PROVIDED

PLANT SCHEDULE					
NOTE: QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY PLANT MATERIAL PRIOR TO BIDDING. IN THE CASE OF A DISCREPANCY, THE PLAN QUANTITY SHALL GOVERN.					
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
TREES					
GA	3	Ginkgo biloba 'Autumn Gold' TM	Autumn Gold Maidenhair Tree	1.5" Cal.	B&B
GS	8	Gleditsia triacanthos inermis 'Shademaster'	Shademaster Honey Locust	1.5" Cal.	B&B
	84		Existing Open Space Trees		
	4		Existing Frontage Trees		
EVERGREEN TREES					
PP	28	Picea pungens 'Fat Albert'	Fat Albert Colorado Spruce	6' Ht.	B&B
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
SHRUBS					
JM	13	Juniperus chinensis 'Maneyi'	Maney Juniper	3 gal.	Pot
JF	44	Juniperus chinensis 'Sea Green'	Sea Green Juniper	3 gal.	Pot
PO	49	Physocarpus opulifolius 'Donna May' TM	Little Devil Dwarf Ninebark	3 gal.	Pot
TH	12	Thuja occidentalis 'Holmstrup'	Holmstrup Arborvitae	5 gal.	Pot
VC	55	Viburnum carlesii	Koreanspice Viburnum	3 gal.	Pot

PLANTING PLAN GENERAL NOTES

- A. UTILITY WARNING:**
THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.
- B. NOTIFY UTILITY OWNERS PRIOR TO BEGINNING ANY CONSTRUCTION.** CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION AND DEPTH OF ALL UTILITIES. AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTION.
- C. ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARDS FOR NURSERY STOCK" (ANSI Z60.1-LATEST EDITION).**
- D. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.**
- E. PROVIDE 3-INCH DEPTH SHREDDED HARDWOOD MULCH IN PLANT BED AREAS AS INDICATED ON PLAN AND PROVIDE A MIN 3-FOOT PERIMETER RING AROUND ALL TREES. PROVIDE VERTICAL CUT NATURAL EDGE TO A DEPTH OF 4-INCHES.**
- F. SEED ALL AREAS DISTURBED BY CONSTRUCTION WITH TYPE 1 SUDAS PERMANENT LAWN SEED MIX, UNLESS NOTED OTHERWISE.**
- G. FURNISH AND INSTALL STORM DETENTION BASIN SEED MIX BY PRAIRIE MOON NURSERY. WWW.PRAIRIEMOON.COM, 32115 PRAIRIE LANE, WINONA, MN 55987, OR APPROVED EQUAL. SEEDING RATE: 11.48 LBS/ACRE. INSTALL AS PER SUDAS SPECIFICATIONS 9010 SEEDING. FURNISH AND INSTALL REGREEN, Trifolium aestivum, SHORT-LIVED STERILE PERENNIAL WHEAT/WHEAT GRASS HYBRID OR APPROVED EQUAL AS A COVER CROP, TO BE INSTALLED AT THE SAME TIME WITH THE STORM DETENTION BASIN SEED MIX. APPLY AT 30 LBS/ACRE.**
- H. PROVIDE MECHANICALLY BONDED FIBER MATRIX(MBFM) IMMEDIATELY FOLLOWING SEED APPLICATION ON ALL AREAS SEEDED WITH A SLOPE OF 6:1 OR GREATER. ACCEPTABLE PRODUCTS AND MANUFACTURERS:**

PROFILE PRODUCTS LLC., 750 LAKE COOK ROAD - SUITE 400
BUFFALO GROVE, IL 60089
TEL: 1-800-366-1180
WWW.PROFILEPRODUCTS.COM OR APPROVED EQUAL.

DECARLO - 3905 SE CAPITOL CIRCLE

LANDSCAPE PLAN

GRIMES, IOWA

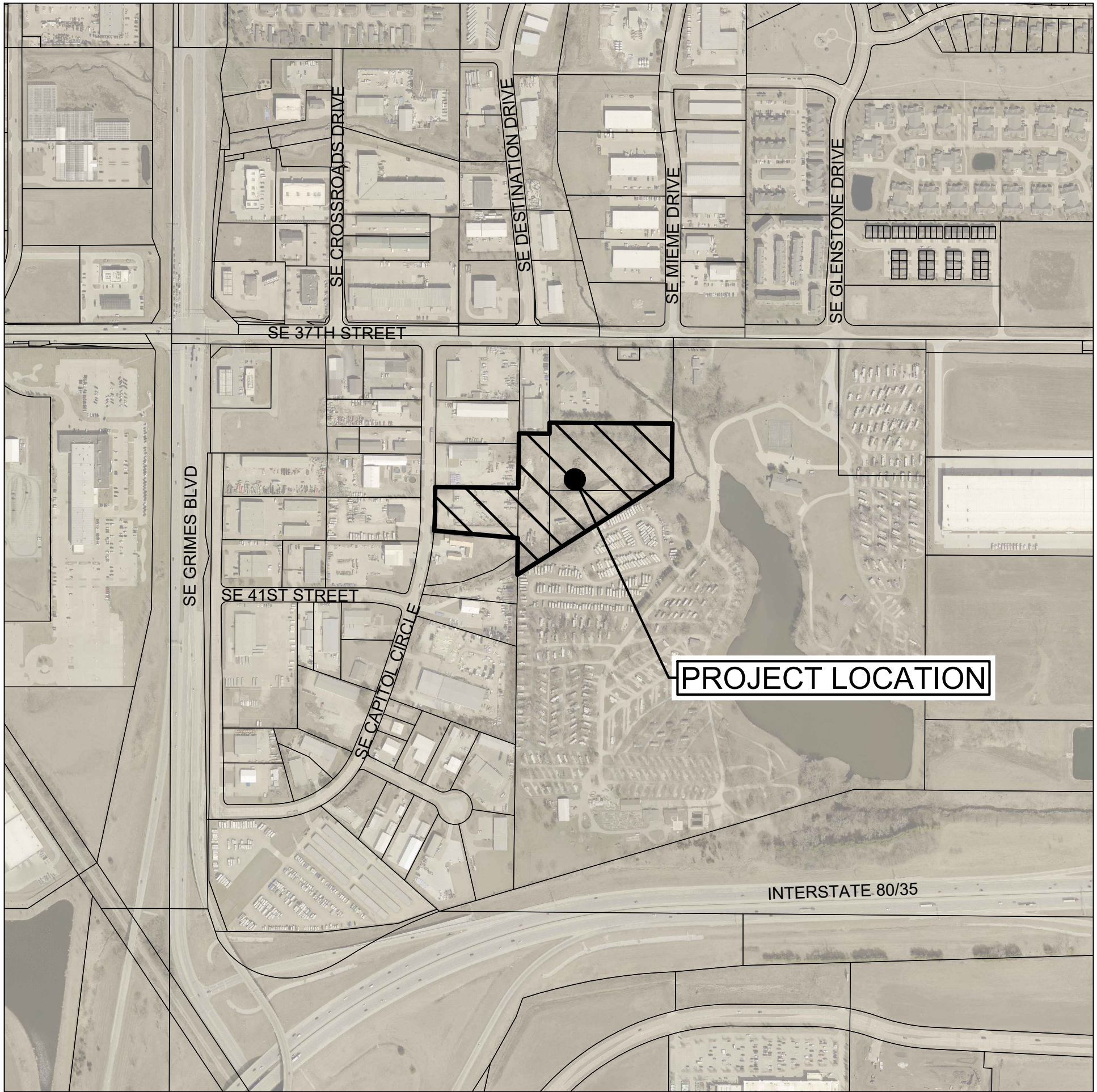
SNYDER & ASSOCIATES, INC. |



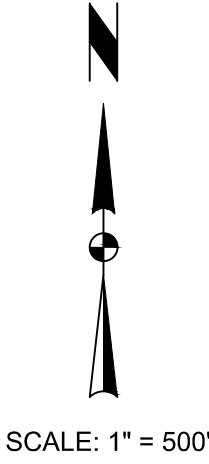
Project No: 124.0220.01

Sheet C600

UPDATED SITE PLAN
FOR
DECARLO - 3905 SE CAPITOL CIRCLE
CITY OF GRIMES, POLK COUNTY, IOWA



VICINITY MAP



OWNER
THE GROUNDS KEEPER, INC.
3905 SE CAPITOL CIRCLE
GRIMES, IA 50111

DEVELOPER
DECARLO PROPERTIES
4514 NE 3RD ST
DES MOINES, IA 50313-2304
KELLY DECARLO

ENGINEER
SNYDER & ASSOCIATES., INC.
2727 SW SNYDER BOULEVARD
ANKENY, IA 50023
CHAD DEVORE, P.E.
(515) 964-2020

INDEX OF SHEETS

- C100 TITLE SHEET
- C101 PROJECT INFORMATION
- C200 DEMOLITION PLAN
- C201 DEMOLITION PLAN
- C300 OVERALL SITE LAYOUT PLAN
- C301 DIMENSION PLAN
- C400 GRADING AND EROSION CONTROL PLAN
- C401 GRADE PLAN
- C500 UTILITY PLAN
- C600 LANDSCAPE PLAN

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.

Nicholas L. Huss, PLA _____ Date _____

License Number 835

Pages or sheets covered by this seal:
C600

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.

Chad D. DeVore, P.E. _____ Date _____

License Number P16007

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:
C100 - C500

DECARLO - 3905 SE CAPITOL CIRCLE

TITLE SHEET

GRIMES, IOWA

SNYDER & ASSOCIATES, INC. |



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Project No: 124.0220.01			Sheet C100

FEATURES

FEATURES

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

- 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 2" TYP. RUBBERIZING. UNLESS OTHERWISE DIRECTED BY THE CITY.
- c. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY FIELD TILE DAMAGED DURING CONSTRUCTION. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES AND INCLUDE ON RECORD DRAWINGS.
- d. PUBLIC STORM SEWER CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. RUN SUFFICIENT DYED WATER THROUGH PIPE PRIOR TO TIE-ING. PROVIDE THE VIDEO AND INSPECTION REPORT TO THE CITY ENGINEERING DIVISION.
- e. USE O RING GASKETS ON STORM SEWERS CROSSING OVER WATERMAIN PER IDNR REQUIREMENT.

1. NOTIFY UTILITY PROVIDERS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES AND COORDINATE WITH UTILITY PROVIDERS AS NECESSARY DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION, AND DEPTH OF ALL UTILITIES. PROTECT ALL UTILITY LINES AND STRUCTURES NOT SHOWN FOR REMOVAL OR MODIFICATION. ANY DAMAGES TO UTILITY ITEMS NOT SHOWN FOR REMOVAL OR MODIFICATION SHALL BE REPAIRED TO THE UTILITY OWNER'S SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.
2. CONSTRUCTION OF ALL STREET AND UTILITY IMPROVEMENTS SHALL CONFORM TO THE 2025 SUDAS STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS, AND THE SOILS REPORTS PREPARED BY OTHERS.
3. LENGTH OF UTILITIES SHOWN ON PLANS ARE DIMENSIONED FROM CENTERLINE OF STRUCTURE TO CENTERLINE OF STRUCTURE.
4. ALL TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). WHEN CONSTRUCTION ACTIVITIES OCCUPY PORTIONS OF THE ROADWAY, FLAGGERS SHALL BE PROVIDED. FLAGGERS SHALL CONFORM TO THE MUTCD IN APPEARANCE, EQUIPMENT AND ACTIONS.
5. NOTIFY OWNER, ENGINEER, AND CITY OF GRIMES PUBLIC WORKS AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
6. CONSTRUCT MANHOLES AND APPURTENANCES AS WORK PROGRESSES. BACKFILL WITH SUITABLE MATERIAL AND COMPACT TO 95% MAXIMUM DENSITY.
7. IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
8. ALL FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE RECONNECTED AND NOTED ACCORDINGLY ON THE AS-BUILT DOCUMENTS.
9. DIMENSIONS, BUILDING LOCATION, UTILITIES AND GRADING OF THIS SITE ARE BASED ON AVAILABLE INFORMATION AT THE TIME OF DESIGN. DEVIATIONS MAY BE NECESSARY IN THE FIELD. ANY SUCH CHANGES OR CONFLICTS BETWEEN THIS PLAN AND FIELD CONDITIONS ARE TO BE REPORTED TO THE ARCHITECT/ENGINEER PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT VERIFICATION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION.
10. CONTRACTOR TO LOAD AND TRANSPORT ALL MATERIALS CONSIDERED TO BE UNDESIRABLE TO BE INCORPORATED INTO THE PROJECT TO AN APPROVED OFF-SITE WASTE SITE.
11. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 8" DEPTH TO FINISH GRADES.
12. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB (GUTTER), UNLESS OTHERWISE NOTED.
13. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM NEIGHBORING STREETS, DRIVEWAYS, AND SIDEWALKS CAUSED BY CONSTRUCTION ACTIVITIES IN A TIMELY MANNER.
14. THE ADJUSTMENT OF ANY EXISTING UTILITY APPURTENANCES TO FINAL GRADE IS CONSIDERED INCIDENTAL TO THE SITE WORK.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES AS NECESSARY. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING ANY EXISTING EROSION CONTROL MEASURES ON SITE AT THE TIME OF CONSTRUCTION. GRADING AND SOIL EROSION CONTROL CODE REQUIREMENTS SHALL BE MET BY CONTRACTOR. A GRADING PERMIT IS REQUIRED FOR THIS PROJECT.
16. CONTRACTOR TO COORDINATE NATURAL GAS, ELECTRICAL, TELEPHONE AND ANY OTHER FRANCHISE UTILITY SERVICES WITH UTILITY SERVICE PROVIDER, CITY OF GRIMES, AND THE OWNER PRIOR TO CONSTRUCTION.
17. CONTRACTOR TO VERIFY ALL UTILITY CROSSINGS AND MAINTAIN MINIMUM 18" VERTICAL AND HORIZONTAL CLEARANCE BETWEEN UTILITIES. CONTRACTOR TO COORDINATE UTILITY ROUTING TO BUILDING AND VERIFY CONNECTION LOCATIONS AND INVERTS PRIOR TO CONSTRUCTION.
18. CONTRACTOR TO PROVIDE INFORMATION TO ENGINEER AS NECESSARY TO COMPLETE THE COMMERCIAL AS-BUILT SUBMITTAL REQUIREMENTS OF THE CITY OF GRIMES.

G1-UNDERGROUND GAS	MIDAMER-GAS Jaime Neer (515) 252-6972 MECDSMDesignLocates@midamerican.com
FO1-FIBER OPTIC	CENTURYLINK SADIE HULL (918) 547-0147 sadie.hull@lumen.com
FO14-FIBER OPTIC	CONSOLIDATED COMMUNICATIONS PHILLIP WILLIAMS JR (515) 867-4769 phillip.williams@consolidated.com
FO4-FIBER OPTIC	AUREON NETWORK SERVICES Jeff Klocko (515) 830-0445 jeff.klocko@aureon.com
OE-1 OVERHEAD ELECTRIC	MIDAMER-ELEC Jaime Neer (515) 252-6972 MECDSMDesignLocates@midamerican.com
FO9-OVERHEAD FIBER	METRO FIBERNET, LLC LORI KEMPER (812) 213-1050 811design@metronet.com
W1-WATER MAIN	GRIMES, CITY OF
W2-WATER MAIN	DAVE GUTHRIE (515) 986-9636 locates@grimesiowa.gov

FEBRUARY 29, 2024

M-1A: COMMERCIAL AND LIMITED LIGHT INDUSTRIAL DISTRICT
HIGHWAY 141 MIXED USE DEVELOPMENT CORRIDOR DISTRICT ZONE 2

LIGHT INDUSTRIAL

FRONT YARD SETBACK = 25'
SIDE YARD SETBACK = NONE, UNLESS ADJACENT R DISTRICT OR STREET ROW LINE, THEN 25'
REAR YARD SETBACK = 25', HOWEVER FOR EVERY FOOT OVER 25' THE FRONT YARD IS INCREASED, THE REAR MAY BE DECREASED. IN NO CASE SHALL THE REAR YARD BE LESS THAN 10'.

MAXIMUM HEIGHT = 50'
MAXIMUM NUMBER OF STORIES = NO LIMITATIONS.

2 SPACES PER 1000 SF OF FLEXIBLE SPACE (INDUSTRIAL/WAREHOUSE)
18,900 SF/1,000 x 2 PARKING SPACES= 38 SPACES REQUIRED
4 SPACES PER 1000 SF OF RETAIL SPACE (WEST BAY)
2,100 SF/1,000 x 4 = 9 SPACES REQUIRED
= 47 SPACES TOTAL REQUIRED
47 SPACES PROVIDED (INCLUDING 2 ACCESSIBLE STALLS.)

<u>ACTIVITY</u>	<u>SCHEDULE</u>
EARTHWORK	OCTOBER 2025
FOUNDATION	NOVEMBER 2025
UNDERGROUND	NOVEMBER 2025
PAVEMENT	APRIL 2026
LANDSCAPE/FINISH	SEPTEMBER 2026

MINIMUM OPEN SPACE = 15%
TOTAL AREA = 407,446 SF (9.35 AC)
OPEN SPACE REQUIRED = 407,446 X 0.15 = 61,117 SF
TOTAL HARD SURFACE (DRIVES, BUILDINGS,
PARKING, ASPHALT MILLINGS) = 206,860 SF
OPEN SPACE PROVIDED = 200,586 SF (49.2%)

PROPOSED BUILDING IS OFFICE AND SHOP SPACE FOR CONTRACTOR. ASPHALT MILLINGS AREA ON EAST SIDE OF SITE FOR STORAGE OF EQUIPMENT AND MATERIALS.

AT THE FEBRUARY 21, 2024 GRIMES BOARD OF ADJUSTMENT MEETING A REQUEST FOR VARIANCE WAS APPROVED TO ALLOW THE USE OF AGGREGATE SURFACE FOR OUTDOOR STORAGE AND HEAVY EQUIPMENT. AT THE SAME MEETING, A REQUEST FOR VARIANCE WAS ALSO APPROVED TO REDUCE THE SCREENING REQUIREMENTS FOR OUTDOOR STORAGE AND HEAVY EQUIPMENT.

AREA = 21,000 SF (70' x 300')
BUILDING HEIGHT = 18' WALL HEIGHT, 23'-10" PEAK HEIGHT

OWA REGIONAL COORDINATE SYSTEM ZONE 8 (AMES - DES MOINES)
NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

CP1 N=7512521.38 E=18485151.97 Z=946.52
CUT 'X' TOP OF CURB, WEST SIDE CAPITAL CIR, NORTH SIDE OF SOUTH
ENTRANCE OF SWIMMING POOL SURVEY.

CP2 N=7512283.87 E=18485144.66 Z=939.50
CUT 'X' TOP OF CURB, WEST SIDE CAPITAL CIR, SOUTH SIDE OF SOUTH
ENTRANCE OF FIRST CALL, NORTH SIDE OF STORM INTAKE

CP3 N=7512505.23 E=18485586.32 Z=947.63
5/8" REBAR, MTI'S SE CORNER PROPERTY 440' EAST OF CP1

CP4 N=7512802.11 E=18486290.52 Z=919.81
5/8" REBAR, NE CORNER OF SITE, WEST 20' OF CREEK

CP5 N=7512554.49 E=18486287.47 Z=919.35
1/2" REBAR YELLOW PLASTIC CAP SE CORNER OF SITE 30' NORTH OF
CREEK

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)
IARTN DERIVED - US SURVEY FEET

BM500 N=7512509.-- E=18485150.-- ELEV=947.45
RAILROAD SPIKE IN POWER POLE, NORTH SIDE OF SOUTH
ENTRANCE OF SWIMMING POOL SUPPLY

THIS PROPERTY IS LOCATED WITHIN ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND WITHIN ZONE A - AREAS WITH A 1% ANNUAL CHANCE OF FLOODING WITH NO DEPTHS OR BASE FLOOD ELEVATIONS SHOWN ON MAP NUMBER 19153C0167F EFFECTIVE FEBRUARY 1, 2019. ZONE A IS LOCATED OUTSIDE THE DISTURBANCE LIMITS OF THE PROJECT.

DECARLO - 3905 SE CAPITOL CIRCLE

PROJECT INFORMATION

GRIMES, IOWA

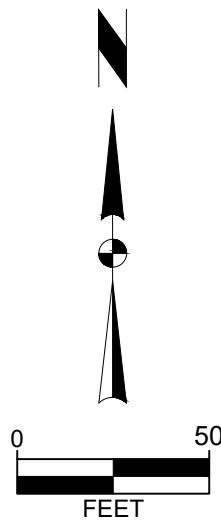
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Project No: 124.0220.01

Sheet C101



DEMOLITION PLAN CONSTRUCTION NOTES

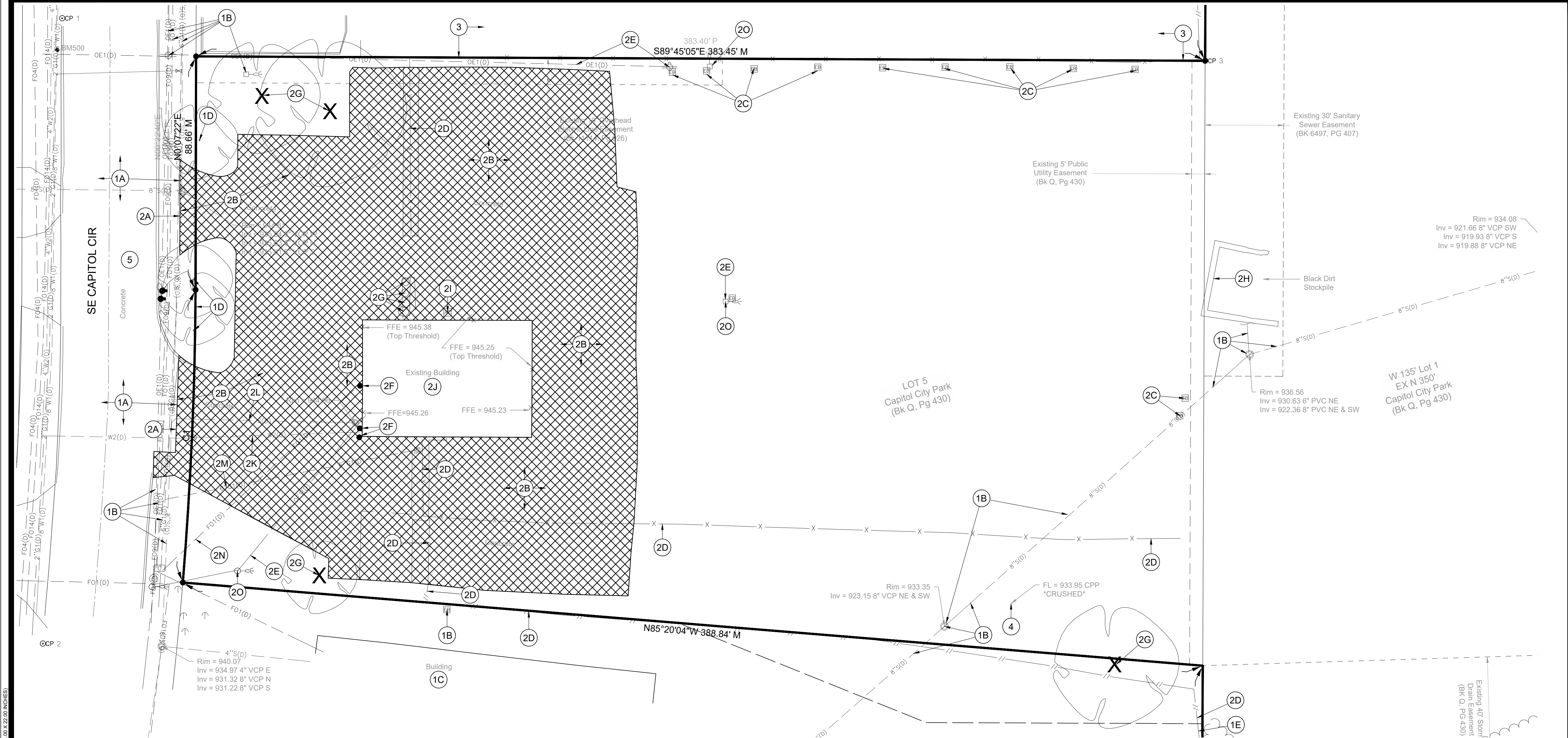
1. EXISTING FEATURES, PROTECT THE FOLLOWING:
 - A. PAVEMENT TO REMAIN.
 - B. EXISTING UTILITIES. COORDINATE ANY RELOCATIONS OR ADJUSTMENTS WITH UTILITY SERVICE PROVIDER AS NECESSARY.
 - C. PROTECT EXISTING BUILDING.
 - D. EXISTING TREES.
 - E. EXISTING FENCE.
2. DEMOLITION, REMOVE THE FOLLOWING:
 - A. SAWCUT CLEAN VERTICAL EDGE FOR PAVEMENT ADDITION.
 - B. SAWCUT FULL DEPTH AT REMOVAL LIMITS AND REMOVE EXISTING PAVEMENT.
 - C. REMOVE EXISTING ELECTRICAL BOX/STUCK PLUG-INS.
 - D. REMOVE FENCE.
 - E. CONTRACTOR TO COORDINATE WITH MID-AMERICAN ENERGY TO RELOCATE OVERHEAD ELECTRICAL LINES AND POLES.
 - F. REMOVE EXISTING BOLLARDS.
 - G. REMOVE EXISTING PLANT MATERIAL INCLUDING ROOTBALL TO MINIMUM 24" DEPTH.
 - H. REMOVE EXISTING TOPSOIL STORAGE AREA AND RETAINING WALLS.
 - I. REMOVE EXISTING AIR CONDITIONING UNIT.
 - J. REMOVE EXISTING BUILDING.
 - K. REMOVE/ABANDON EXISTING WATER SERVICE PER CITY OF GRIMES REQUIREMENTS. THE EXISTING WATER SERVICE SHALL BE CAPPED AT THE CORPORATION VALVE.
 - L. REMOVE/ABANDON EXISTING SANITARY SEWER SERVICE PER CITY OF GRIMES REQUIREMENTS.
 - M. REMOVE EXISTING GAS SERVICE. COORDINATE W/ MID AMERICAN ENERGY CO.
 - N. REMOVE EXISTING COMMUNICATION LINE. COORDINATE WITH SERVICE PROVIDER.
 - O. REMOVE EXISTING LIGHT.
3. COORDINATE WITH OWNER, ADJACENT PROPERTY OWNERS AND CITY OF GRIMES ON EXISTING FENCE AND REQUIREMENTS FOR OPAQUE 6" FENCE.
4. CONTRACTOR TO REVIEW EXISTING STORM PIPE OUTLET TO DETERMINE IF IT IS STILL IN USE. IF THE STORM PIPE IS STILL IN USE, CONNECT TO EXISTING PIPE AND EXTEND SOUTH TO TOP OF SLOPE. IF THE STORM PIPE IS NOT IN USE, THEN ABANDON IN PLACE.
5. CONTRACTOR TO OBTAIN A ROW PERMIT FROM PUBLIC WORKS PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN THE SE CAPITOL CIRCLE RIGHT-OF-WAY.

Project No: 124.0220.01

Sheet C200

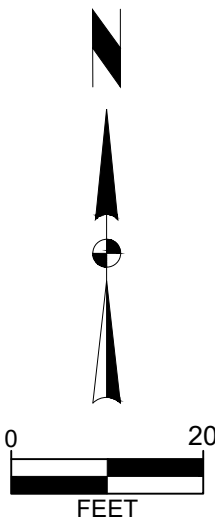
SNYDER & ASSOCIATES, INC.

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DEMOLITION PLAN CONSTRUCTION NOTES

- EXISTING FEATURES, PROTECT THE FOLLOWING:
 - PAVEMENT TO REMAIN.
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DECARLO - 3905 SE CAPITOL CIRCLE

DEMOLITION PLAN

GRIMES, IOWA

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Project No: 124.0220.01

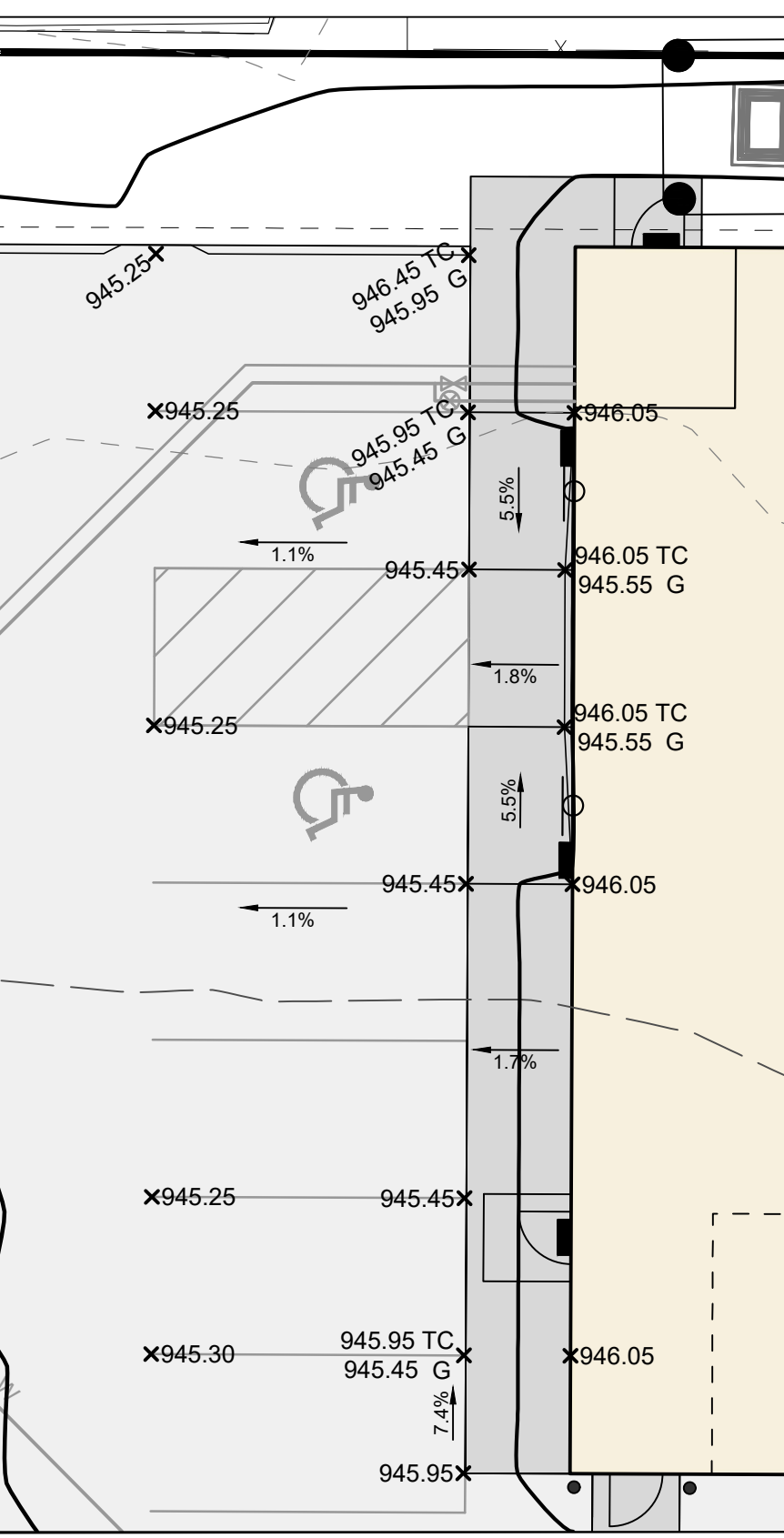
Sheet C201

MARK	REVISION	DATE	BY
2	REVISED PER CITY COMMENTS	10-01-25 AWS	
1	REVISED PER CITY COMMENTS	09-06-25 AWS	
Engineer:	CDD	Checked By:	BKC
Technician:	AWS	Date:	8-11-2025
		Scale:	1" = 20'
			T-R-S: 79N-25W-16

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Project No: 124.0220.01

Sheet C201



DECARLO - 3905 SE CAPITOL CIRCLE

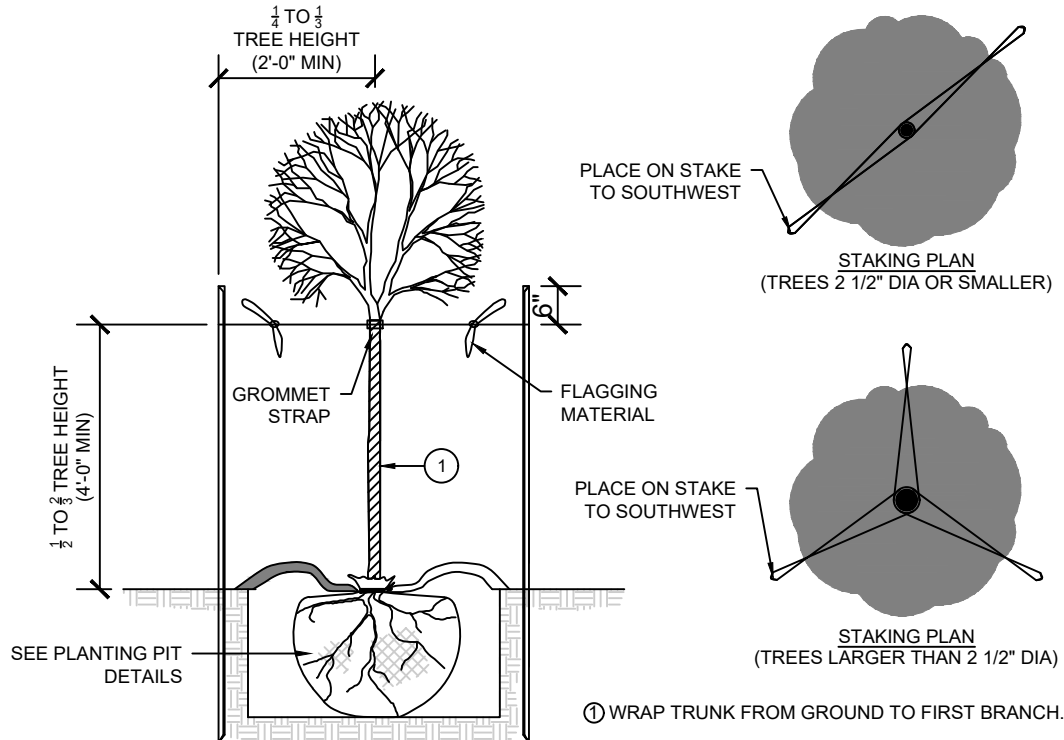
GRADE PLAN

GRIMES, IOWA

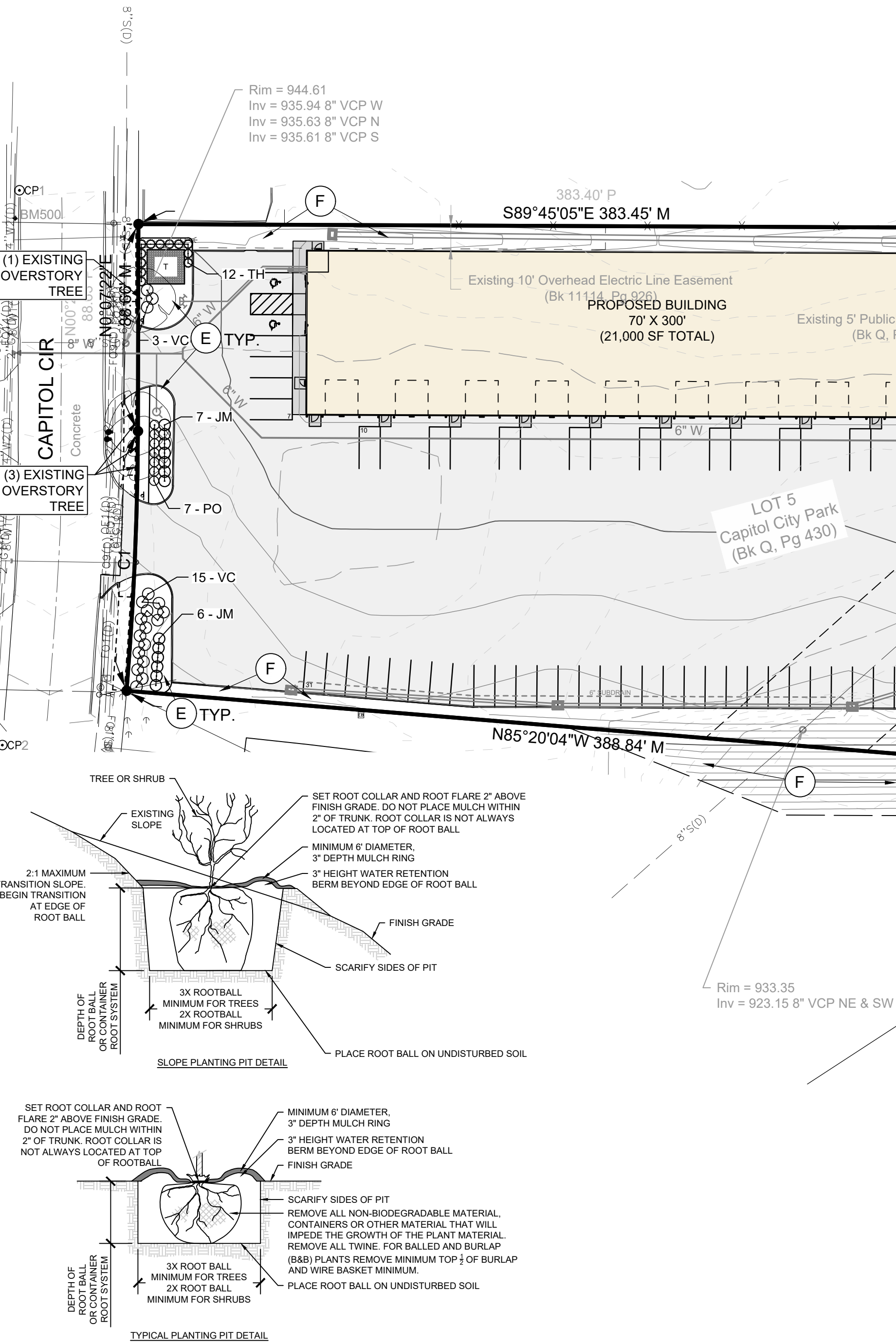
Project No: 124.0220.01

Sheet C401

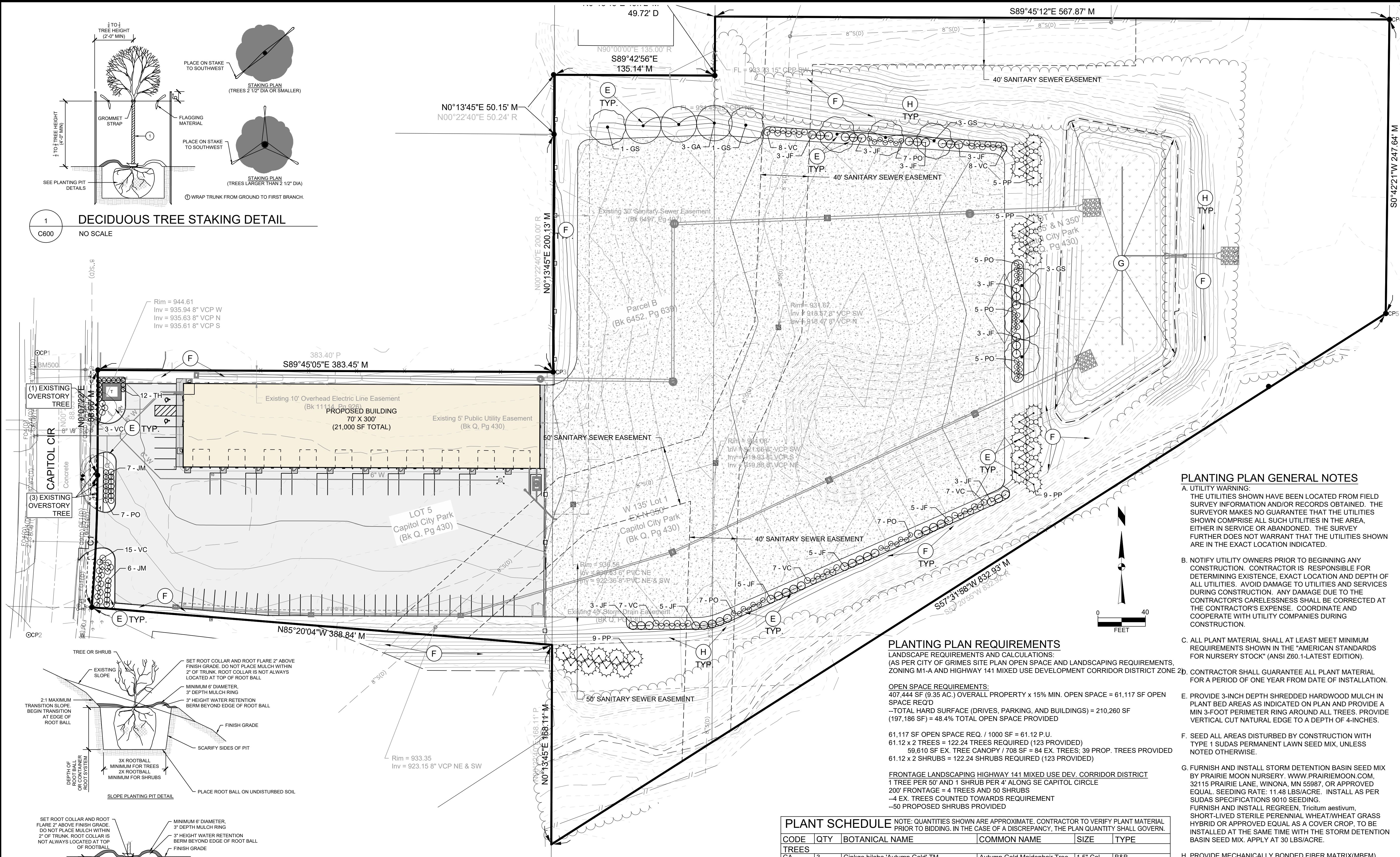
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1 DECIDUOUS TREE STAKING DETAIL
C600 NO SCALE



2 PLANTING PIT DETAILS
C600 NO SCALE



PLANTING PLAN GENERAL NOTES

A. UTILITY WARNING:
THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.

B. NOTIFY UTILITY OWNERS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION AND DEPTH OF ALL UTILITIES. AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTION.

C. ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARDS FOR NURSERY STOCK" (ANSI Z60.1-LATEST EDITION).

D. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.

E. PROVIDE 3-INCH DEPTH SHREDDED HARDWOOD MULCH IN PLANT BED AREAS AS INDICATED ON PLAN AND PROVIDE A MIN 3-FOOT PERIMETER RING AROUND ALL TREES. PROVIDE VERTICAL CUT NATURAL EDGE TO A DEPTH OF 4-INCHES.

F. SEED ALL AREAS DISTURBED BY CONSTRUCTION WITH TYPE 1 SUDAS PERMANENT LAWN SEED MIX, UNLESS NOTED OTHERWISE.

G. FURNISH AND INSTALL STORM DETENTION BASIN SEED MIX BY PRAIRIE MOON NURSERY. WWW.PRAIRIEMOON.COM, 32115 PRAIRIE LANE, WINONA, MN 55987, OR APPROVED EQUAL. SEEDING RATE: 11.48 LBS/ACRE. INSTALL AS PER SUDAS SPECIFICATIONS 9010 SEEDING. FURNISH AND INSTALL REGREEN, Trifolium aestivum, SHORT-LIVED STERILE PERENNIAL WHEAT/WHEAT GRASS HYBRID OR APPROVED EQUAL AS A COVER CROP, TO BE INSTALLED AT THE SAME TIME WITH THE STORM DETENTION BASIN SEED MIX. APPLY AT 30 LBS/ACRE.

H. PROVIDE MECHANICALLY BONDED FIBER MATRIX(MBFM) IMMEDIATELY FOLLOWING SEED APPLICATION ON ALL AREAS SEED WITH A SLOPE OF 6:1 OR GREATER. ACCEPTABLE PRODUCTS AND MANUFACTURERS:

PROFILE PRODUCTS LLC., 750 LAKE COOK ROAD - SUITE 400 BUFFALO GROVE, IL 60089
TEL: 1-800-366-1180
WWW.PROFILEPRODUCTS.COM OR APPROVED EQUAL.

PLANTING PLAN REQUIREMENTS

LANDSCAPE REQUIREMENTS AND CALCULATIONS:
(AS PER CITY OF GRIMES SITE PLAN OPEN SPACE AND LANDSCAPING REQUIREMENTS, ZONING M1-A AND HIGHWAY 141 MIXED USE DEVELOPMENT CORRIDOR DISTRICT ZONE 2b)

OPEN SPACE REQUIREMENTS:
407,444 SF (9.35 AC.) OVERALL PROPERTY x 15% MIN. OPEN SPACE = 61,117 SF OPEN SPACE REQ'D
--TOTAL HARD SURFACE (DRIVES, PARKING, AND BUILDINGS) = 210,260 SF (197,186 SF) = 48.4% TOTAL OPEN SPACE PROVIDED

61,117 SF OPEN SPACE REQ. / 1000 SF = 61.12 P.U.
61.12 x 2 TREES = 122.24 TREES REQUIRED (123 PROVIDED)
59,610 SF EX. TREE CANOPY / 708 SF = 84 EX. TREES; 39 PROP. TREES PROVIDED
61.12 x 2 SHRUBS = 122.24 SHRUBS REQUIRED (123 PROVIDED)

FRONTAGE LANDSCAPING HIGHWAY 141 MIXED USE DEV. CORRIDOR DISTRICT
1 TREE PER 50' AND 1 SHRUB PER 4' ALONG SE CAPITOL CIRCLE
200' FRONTAGE = 4 TREES AND 50 SHRUBS
--4 EX. TREES COUNTED TOWARDS REQUIREMENT
--50 PROPOSED SHRUBS PROVIDED

PLANT SCHEDULE					
NOTE: QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY PLANT MATERIAL PRIOR TO BIDDING. IN THE CASE OF A DISCREPANCY, THE PLAN QUANTITY SHALL GOVERN.					
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
TREES					
GA	3	Ginkgo biloba 'Autumn Gold' TM	Autumn Gold Maidenhair Tree	1.5" Cal.	B&B
GS	8	Gleditsia triacanthos inermis 'Shademaster'	Shademaster Honey Locust	1.5" Cal.	B&B
	84		Existing Open Space Trees		
	4		Existing Frontage Trees		
EVERGREEN TREES					
PP	28	Picea pungens 'Fat Albert'	Fat Albert Colorado Spruce	6' Ht.	B&B
SHRUBS					
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
JM	13	Juniperus chinensis 'Maneyi'	Maney Juniper	3 gal.	Pot
JF	44	Juniperus chinensis 'Sea Green'	Sea Green Juniper	3 gal.	Pot
PO	49	Physocarpus opulifolius 'Donna May' TM	Little Devil Dwarf Ninebark	3 gal.	Pot
TH	12	Thuja occidentalis 'Holmstrup'	Holmstrup Arborvitae	5 gal.	Pot
VC	55	Viburnum carlesii	Koreanspice Viburnum	3 gal.	Pot

DECARLO - 3905 SE CAPITOL CIRCLE

LANDSCAPE PLAN

GRIMES, IOWA

SNYDER & ASSOCIATES, INC. |



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Sheet C600