



101 NE Hawey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

### CITY COUNCIL MEETING

Grimes City Hall  
101 NE Harvey Street  
March 8, 2016 at 5:30 pm

**Mayor Thomas M. Armstrong**

**City Council: Jill Altringer, Eric Johansen, Jeremy Hamp  
Ty Blackford and Doug Bickford, City Administrator Kelley Brown  
City Clerk Rochelle Williams, City Treasurer Deb Gallagher,  
City Attorneys Tom Henderson, Erik Fisk, City Engineer John Gade**

Every member of the public and every Council Member desiring to speak shall address the presiding officer, and upon recognition by the presiding officer, shall confine comments to the question under debate, avoiding all indecorous language and references to personalities and abiding by the following rules of civil debate.

- We may disagree, but we will be respectful of one another
- All comments will be directed to the issue at hand
- Personal attacks will not be tolerated

### GENERAL AGENDA ITEMS.

1. Call to Order  
Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda
4. Presentation on Updates from The Greater Des Moines Convention and Visitors Bureau – Greg Edwards
5. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
  - A. Minutes from previous meeting
  - B. Custom Steel Buildings, Inc – snow blades for truck \$2,500
  - C. Municipal Supply Inc. – water meters \$9,925
  - D. Resolution 03-0216 Amending its amended and restated \$7,200,000 Education Facility Revenue Note, Series 2004 Des Moines Christian School Project
  - E. Change Order #1 for the 2015 Grimes Parkland Improvements Project by Covenant Construction Services decreasing the contract \$133,008 (revisions to timber truss system, windows, translucent panels, metal panel siding, replacing sod with seed)
  - F. Change Order #2 Heritage at Grimes Plat 2 Phase 2 – Little Beaver Creek Tributary Crossing (adjustment of time for delays due to flooding and work-site contamination sewage)



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

- G. Pay Request #6 for the Heritage at Grimes Plat 2 Phase 2 Little Beaver Creek Tributary Crossing to Jensen Construction Company - \$115,374.65
  - H. Pay Request #2 for the 2015 Grimes Parkland Improvements Project – Covenant Construction Services, LLC - \$61,644.76
  - I. Bond Refinancing
    - a. Approve Review of Refinancing Timeline and Refinancing Estimate (outlines the preliminary timeline and discussed the economics of refinancing the City’s Series 2007 GO Bonds)
    - b. Approve Engagement Letter with Piper Jaffray, including related disclosures (outlines the nature of the agreement with Piper Jaffray, including underwriting efforts)
6. Fire Chief Report
7. Patrol Report

**PUBLIC AGENDA ITEMS Council may consider and potentially act on the following Public Agenda items.**

- A. Public Hearing on Granting Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, a Delaware Corporation, its lessees, successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Grimes, Iowa.
- B. First Reading of Ordinance 654 granting Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, a Delaware Corporation, its lessees, successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Grimes, Iowa.
- C. Resolution 03-0116 Approving No Public Measure Blackhills
- D. Kennybrooke Final Plat
- E. Voss Concrete Site Plan
- F. Resolution 03-0316 Authorizing Emergency Expenditure (purchase of water treatment equipment)
- G. Public Hearing for the 2016-2017 City Budget
- H. Approval of 2016-2017 City Budget

**PUBLIC FORUM**

**“Those people wishing to address the Council need to sign up on the sheet which has been provided on the table near the door. Each person will be allowed three minutes from the podium and may address no more than two issues per Grimes Rules of Procedure for Conduct of City Business – May 2005.”**



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

## **COUNCIL ACTIONS**

## **COUNCIL DISCUSSIONS**

1. Mayor's Report
2. City Attorney's Report
3. City Engineer's Report
4. City Staff Report
5. Old Business
6. New Business

## **ADJOURNMENT**

**CITY COUNCIL MEETING**  
Tuesday, February 23, 2016  
**Grimes City Hall 5:30 P.M.**

The regular meeting of the Grimes City Council was called to order by Mayor Tom Armstrong on Tuesday, February 23, 2016 at 5:30 P.M. at the Grimes City Hall. The Pledge of Allegiance was led by Mayor Armstrong.

Roll Call: Present: Bickford, Hamp, Blackford, Altringer Absent: Johansen

**Presentation on Update from The Greater Des Moines Convention and Visitors Bureau – Greg Edwards – President and CEO**

Council Member Johansen arrives during presentation.

Greg Edwards the President and CEO of The Greater Des Moines Convention and Visitors Bureau updated the Council on upcoming events in the greater Des Moines area and their financial impact on the metro area. Edwards stated that currently 15 communities are members from around the metro area. He added the mission is to bring more visitors to the metro area which include meetings, sporting events, conventions, tours, and leisure and business travelers. Edwards added that their funding is received from cities through 2/7 of their hotel/motel tax or amount 28%. He stated the other funding is around a million dollars from private sector funds. Edwards stated that money also comes in through 870 partnerships along with 20 high level corporate partnerships. He added that the three main markets are meetings and conventions, sporting events and leisure travels. Edwards provided some information on the upcoming NCAA Tournaments coming to Des Moines and some volunteer opportunities that are still needed.

**GENERAL AGENDA ITEMS.**

**APPROVAL OF THE AGENDA**

Mayor Armstrong asked for approval of the agenda with a request to move item S. regarding Heritage Box Culvert Change Order for sanitary sewer cleanup cost and adding 10 working days to contract to Council Actions.

Moved by Altringer, Seconded by Blackford; the Agenda with the change requested by the Mayor shall be approved.

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

**Approval of the Consent Agenda**

A.Minutes from previous meeting B.Municipal Supply Inc. – water meters \$3,807 C.Mississippi Lime Company – Quicklime \$3,577.50 D.Mercy College of Health Sciences - \$2,900 (4 students EMT-B Class) E. AECOM – Grimes NW Transportation Corridor Feasibility Study F.Gortz Haus Gallery alcohol license refund from local authority \$112.50 (business closed) G. Mustang Grill Alcohol License Renewal Class C Liquor with Outdoor Services and Sunday Sales H. Trans-Iowa Equipment \$6,643.53 (maintenance and repairs to the street sweeper) I. Halvorson Trane \$3,819.57 (repair MAU Unit) J.Request for a GLOFA Walk/Run at the Grimes Sports Complex on April 15, 2016 beginning at 9 pm (Fundraising event that will benefit the fine arts programs at DC-G High School) K.Set Public Hearing and First Reading for Granting Black Hills/Iowa Gas Utility Company, LLC D/B/A Black Hills Energy, a Delaware Corporation, its lessees, successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Grimes, Iowa for March 8, 2016. L.Request to Relieve a Portion of Sewer Charges - \$47.33

credit M. USIC Pricing Proposal for City of Grimes for locating all city utilities including street lights, water, sanitary and storm sewers (locates in Heritage) N.Right of Way Services Agreement JCG Land Services (work for Highway 141 utility relocation project and the North James Street Improvement project and other projects and/or assignments as requested periodically by the acquiring authority) O.Request to write off remaining EMS charges for veteran family member reference to Resolution #08-0215 Supporting The Home Base Iowa Initiative - \$122.64 P.Hawkeye Truck Equipment – retro fit para-glide front wing post \$7,050 and full moldboard trip front wing post assembly additional \$1,775 (price does not include any new parts that may be need for wing to function properly)Q.Set a Public Hearing and Bid Date for Heritage at Grimes Plat 2 Phase 4 – Division I: NE Beaverbrooke Boulevard Paving Improvements and Division II – Highway 141 Turn Lanes and Traffic Signal for a bid date of March 16, 2016 at 1 pm and Public Hearing for March 22, 2016 at 5:30 pm. both meetings held at Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa R. Claims Report - \$408,638.95 (moved to Council Actions) S. Heritage Box Culvert Change Order for sanitary sewer cleanup cost and add 10 working days to contract T.Carpet Replacement for shop at GCC to low bid at Flooring America U. Public Purpose Expenditures per Resolution 06-2014 Acceptance of IDOT Funds for North James Street Bridge over Little Beaver Creek in an amount not to exceed \$1,000,000. Moved by Johansen, Seconded by Bickford; the Consent Agenda shall be approved. Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

### **US Water Report**

Andy Wood of US Water and Grimes Water and Wastewater provided a maintenance update on the plants to the Council.

### **PUBLIC AGENDA**

#### **A.Discussion/presentation from Homeowner Requesting to Build a Tiny Home**

Jim Moriset of 808 SE 16<sup>th</sup> Street, Grimes was present to address his interest in placing a tiny home that he is in the process of building on a lot in the City of Grimes. Moriset was asking for a variance to the International Residential Code requirements. He provided pictures of the structure he is currently building at his son's home. Moriset stated he has had trouble finding a location to place the Tiny Home. He added that he is interested in placing the home at 2<sup>nd</sup> and Jacob but his plans are to have it there for 5 years and then build a regular size home. Mayor Armstrong stated that in most new developments there are covenants that govern the square foot minimum a house must be. He added that Moriset was interested in an older part of town that does not have a covenant. Mayor Armstrong stated that to allow this the Council would need to amend the building code or to look at the zoning ordinance to see what they would like to allow for square footage. Council Member Johansen thanked Moriset for his service and for presenting this issue to them. He stated he knows these homes are growing in popularity across Iowa and the country. Council Member Johansen added that as a Council it was important for them to look at this as an all over issue and not just Moriset's request. He stated that possibly there is a place for Tiny Homes in Grimes but need to look at this as a broader issue and not just this one instance. Council Member Johansen stated he did not feel he had enough information at this time. He asked that we find out what other communities have done across the state and if so what did those approvals look like. He added there are just a lot of unanswered questions he had at this time. Council Member Johansen wanted Moriset to know that he thought it was a wonderful concept. He added that maybe this could fit into its own development and not have a mismatch of homes but added this is a chance for us to possibly do something cutting edge in Iowa. Council Member Johansen clarified that taking that step he didn't

want to rush into it and not just address Moriset but possibly a Tiny Home community or within a development. Council Member Blackford stated he agreed it was worth looking at further. Council Member Bickford agreed that it was something that needed to have the big picture looked at but shared Council Member Johansen's enthusiasm. Mayor Armstrong added that members from Planning and Zoning Board have expressed an interest that if we are going to look at this issue they would like to have input. Council Member Altringer stated that she felt the Council was interested in exploring the issue but that there were questions that staff would need to have addressed. She added that some of her questions included: are there examples of existing communities, life expectancy of the houses adding that she would want these homes to still look good in 20 to 30 years, where would they be located if within a development, pros and cons to a community. She added in the situation with Moriset would they need approval from surrounding residents. Council Member Altringer asked staff to compile some information for them. Council Member Bickford asked that they look at this expeditiously as this is important to Moriset. Council Member Hamp asked Moriset if he had a timeframe in mind. Moriset stated he would like to know in 30 days. Mayor Armstrong stated that due to meeting requirements it would take two to three months. He added that 30 days from now he might have better information on how this is moving along. Council Member Hamp stated that he understood from Moriset that on this property he was only planning to have the Tiny Home there for 5 years as he would build a regular home at that time but wondered what happens if his plans change. Moriset stated that at the end of five years the Tiny Home will be removed. Council Member Hamp thanked Moriset for bringing this to them but that they had a lot of things to consider when they look long term for the City of Grimes. The Mayor and Council thanked Moriset for coming and presenting.

### **PUBLIC FORUM**

No one addressed the Council

### **COUNCIL ACTIONS**

(moved from consent agenda)

#### **S. Heritage Box Culvert Change Order for Sanitary Sewer Cleanup Cost and Add 10 Working Days to Contract**

Mayor Armstrong advised that he asked to have this item moved off the consent agenda to make sure the Council understood the action that was being passed. City Engineer Gade stated that Fox Engineering recommended awarding Jensen Construction the request 10 working days as part of a change order to remedy the delay in progress due to a cleanup of the floodwater at the Heritage Box Culvert construction site. He added the cleanup was likely due to the manhole lid being left off at the site and improper grading of the temporary crossing which was constructed by Elder Corporation. Gade was therefore recommending that Jensen go back to Elder Corporation for the \$10,154 requested. Mayor Armstrong wanted to make it clear the Council was only voting to add the 10 working days to the contract. Moved by Johansen, Seconded by Bickford to approve the 10 additional working days and not the additional money requested.

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

### **COUNCIL DISCUSSIONS**

#### **Mayors Report**

Mayor Armstrong advised that at the MPO policy meeting he was made aware that since we are over 10,000 in population at this time we receive a second voting member. He added that he will be appointing an additional primary member and alternate at an upcoming meeting.

**City Attorney Report**

**No Report**

**City Engineer Report**

City Engineer Gade stated he had received a letter from FEMA that the 90 day appeal process has started and they will be checking into it. Council Member Johansen asked if this information was on the website and Gade advised he would see that it is placed there for the community to view.

**City Staff Report**

No Report

**Old Business**

None

**New Business**

None

**Recess Open Session at 6:15 pm.**

**Reconvene Open Session at 6:35 pm.**

Moved by Altringer, Seconded by Blackford that Resolution 02-0116 providing for Closed Session ref 21.5 1 (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation; shall be approved.

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

Moved by Blackford, Seconded by Johansen to rise from closed session at 7:55 pm.

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

Mayor Armstrong advised there was no action coming out of closed session.

Moved by Hamp; Seconded by Altringer; there being no further business, the meeting shall be adjourned at 7:56 p.m.

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

ATTEST:

\_\_\_\_\_  
Rochelle Williams, City Clerk

\_\_\_\_\_  
Thomas M. Armstrong, Mayor



The workshop meeting of the Grimes City Council was called to order by Mayor Armstrong on Tuesday, February 23, 2016 at 7:55 pm at Grimes City Hall.

Roll Call: Present: Altringer, Blackford, Bickford, Johansen, Hamp

**APPROVAL OF THE AGENDA**

Moved by Blackford, seconded by Bickford; the agenda shall be approved.

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

City Attorney Henderson provided information to the Council on some changes to Iowa Code Chapter 26 regarding specific requirements when purchasing a public improvement.

**Update on the Water System and ASR – Fox Engineering**

Fox Engineering provided updates on the water system and the ASR well for the Council.

**Budget Follow Up Discussion**

The Council had follow up budget discussion along with discussion about delegates to the annual Greater Des Moines Partnership Washington DC trip.

Council also discussed an interest in a Council retreat.

**New Business**

Moved by Hamp, Seconded by Altringer; there being no further business, the workshop meeting is adjourned at 9:40 pm.

ATTEST:

\_\_\_\_\_  
Rochelle Williams, City Clerk

\_\_\_\_\_  
Thomas M. Armstrong, Mayor

**CUSTOM STEEL BUILDERS, INC**

3055 S.E. ENTERPRISE DRIVE  
GRIMES, IA 50111

**INVOICE**

Invoice Number: 38235  
Invoice Date: Feb 10, 2016  
Page: 1

Voice: 515-986-4399  
Fax: 515-986-4759

RECEIVED FEB 18

<b>Bill To:</b>
GRIMES, CITY OF 101 N. HARVEY GRIMES, IA 50111 POLK

<b>Ship to:</b>
GRIMES, CITY OF 101 N. HARVEY GRIMES, IA 50111 POLK

<b>Customer ID</b>	<b>Customer PO</b>	<b>Payment Terms</b>	
GRIM02		Net 30 Days	
<b>Sales Rep ID</b>	<b>Shipping Method</b>	<b>Ship Date</b>	<b>Due Date</b>
	UPS Ground		3/11/16

Quantity	Item	Description	Unit Price	Amount
10.00		SETS 400 AR PLATE 8-2 SNOW BLADE	250.00	2,500.00
		<p>PO #12</p> <p>CC App 3-8-16</p> <p>110-210-6750</p>	<p>✓</p> <p>✓</p>	
Subtotal				2,500.00
Sales Tax				
Total Invoice Amount				2,500.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>2,500.00</b>

Check/Credit Memo No:



**MUNICIPAL SUPPLY, INC.**

*Municipal, Contractor, and Industrial Supplies*

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

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

WATS (800) 747-2025

INVOICE NUMBER: 0614903-IN  
INVOICE DATE: 2/24/2016

ORDER NUMBER:  
ORDER DATE:  
SHIP DATE: 2/22/2016  
SALESPERSON: C. ALAN BURNHAM  
CUSTOMER NO: 10-GRIMES

RECEIVED FEB 25

SOLD TO:  
**CITY OF GRIMES**  
101 N E HARVEY  
GRIMES, IA 50111

SHIP TO:  
**CITY OF GRIMES**  
101 N E HARVEY  
GRIMES, IA 50111

BUYER:

CUSTOMER P.O.	JOB NAME	SHIP VIA			TERMS	
JAKE		AL			NET 30 DAYS	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
I2S5GMXX 3/4S 100G IPERL MTR SM 25' 3W	EACH	48.00	48.00	0.00	116.000	5,568.00
M510RC13W3WAL DUAL PORT WIRED MXU	EACH	27.00	27.00	0.00	141.000	3,807.00
C38-232.5NL 5/8"NL X 3/4", 3/4" MTR CPLG	EACH	50.00	50.00	0.00	11.000	550.00

ORDER# 475123

PO #12  
cc 3-8-16

600-5-810-6350.3

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

Net Invoice: 9,925.00  
Freight: 0.00  
Sales Tax: 0.00  
**Invoice Total: 9,925.00**

P.O. No. \_\_\_\_\_

17410 ✓

# CITY OF GRIMES

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

## PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Municipal Supply, Inc.  
Name

1550 N.E. 51st Avenue, Des Moines, IA 50313  
Address

515-262-1300/515-262-6662  
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
IPERL Meter	48	116.00	5,568.00
MXU	27	141.00	3,807.00
Meter Coupling	50	11.00	550.00
		Total	9,925.00

PURCHASE JUSTIFICATION: \_\_\_\_\_  
600-5-810-6350-3

DEPARTMENT: Water

LINE ITEM: \_\_\_\_\_

BEGINNING BUDGET BALANCE: \_\_\_\_\_

ENDING BUDGET BALANCE: \_\_\_\_\_

PURCHASE REQUESTED BY: J. Solsma DATE: 2-25-2016  
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown  
Kelley L. Brown City Administrator/Clerk

2-25-16  
Date

cc 3-8-16

Council Approval date: (if over \$2500)

- Purchaser's Copy
- Vendor's Copy
- File Copy

APPROVAL OF AMENDMENT TO  
NOTE FOR DES MOINES CHRISTIAN  
SCHOOL ASSOCIATION

Grimes, Iowa

March 8, 2016

The City Council of Grimes, Iowa, met in regular session on the above date, at \_\_\_\_\_ p.m., at the Council Chambers at City Hall in Grimes, Iowa. The meeting was called to order by the Mayor and the roll being called, there were present the Mayor and the following named Council Members:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* Other Business \* \* \*

Member \_\_\_\_\_ introduced the following resolution and moved its adoption, seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the Council, the Mayor put the question on the motion and upon the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

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

RESOLUTION 03-0216

Resolution amending its amended and restated \$7,200,000 Education Facility Revenue Note, Series 2004 (Des Moines Christian School Project)

WHEREAS, the Issuer has previously issued its \$7,200,000 Education Facility Revenue Note, Series 2004 (Des Moines Christian School Project) (the "Note") dated October 1, 2004, on behalf of Des Moines Christian School Association (the "Borrower") pursuant to a Loan Agreement (the "Loan Agreement") dated as of October 1, 2004 between the Issuer and the Borrower; and

WHEREAS, the Borrower arranged for the sale of the Note, and the Note is currently held by Iowa State Bank (the "Purchaser"); and

WHEREAS, upon request of the Borrower, the Issuer previously approved an amendment to the Note (the "First Amended Note") on February 26, 2013 to lower the interest rate to reduce the overall financing costs for the Borrower; and

WHEREAS, the Borrower requests that the Issuer approve a second amended and restated Note (the "Second Amended Note") in order to lower the interest rate to reduce the overall financing costs for the Borrower and the Borrower has obtained the consent of such amendment from the Purchaser; and

WHEREAS, a form of the Second Amended Note has been prepared and presented to the City Council for consideration; and

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

Section 1. The Second Amended Note is hereby approved and the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Second Amended Note on behalf of the Issuer in substantially the form as has been submitted to and considered by the City Council with such changes therein as may be necessary by Bond Counsel. The Mayor and the City Clerk are hereby authorized to execute any and all documents necessary related to the Second Amended Note as required by Bond Counsel.

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

Section 3. That this Resolution shall become effective immediately upon its passage and approval.

Passed and approved March 8, 2016.

CITY OF GRIMES, IOWA

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Mayor Thomas M. Armstrong

Attest:

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City Clerk Rochelle Williams

\* \* \*Other Business\* \* \*

On motion and vote, the meeting adjourned.

Grimes, DMCS  
4839-5259-5502\2\419952\00021

STATE OF IOWA  
COUNTY OF POLK           SS:  
CITY OF GRIMES

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting designee of the City Clerk of the aforementioned City and that as such I have in my possession, or have access to, the complete corporate records of said City and of this Council and its officers; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; and that said transcript hereto attached is a true, correct and complete copy of the all the corporate records in relation to the adoption of a Resolution authorizing amendments to its \$7,200,000 Education Facility Revenue Note, Series 2004 (Des Moines Christian School Project), as previously amended.

WITNESS my hand and the corporate seal of said City hereto affixed this \_\_ day of March, 2016.

\_\_\_\_\_  
City Clerk Rochelle Williams

(Seal)

# Change Order No. 1

Project: <b>2015 Grimes Parkland Improvements Project</b>	Date of Contract: <b>October 27, 2015</b>
Owner: <b>City of Grimes</b>	Owner's Contract No.:
Engineer: <b>FOX Engineering</b>	Engineer's Project No.: <b>8630-16P</b>
Contractor: <b>Covenant Construction Services</b>	Date of Issuance: <b>March 3, 2016</b>

**The Contract Documents are modified as follows upon execution of this Change Order:**

**DESCRIPTIONS:** Value Engineering of Concession Stand and Autumn Park

Item 1 Value Engineering (VE) performed by FEH Design to reduce the cost of the concession stand:

- a. Includes revisions to timber truss system, windows, translucent panels, metal panel siding, etc. per FEY Design revised drawings. Includes costs for bond and insurance. Additional item to be assessed in proportion with item 9.01 (Concession Stand) as follows:
  - i. Concession Stand VE Credit - Decreases by 1 LS @ \$95,880.00 = **(\$95,880.00)**

Item 2 Value Engineering (VE) at Autumn Park:

- a. Includes replacing sod at Autumn Park with seed. Includes costs for bond and insurance. Additional item to be assessed in proportion with item 9.13 (Hydraulic Seeding, Seeding, Fertilizing, and Mulching - Type 1 - Autumn Park) as follows:
  - ii. Autumn Park Sod VE Credit - Decreases by 1 LS @ \$37,128.00 = **(\$37,128.00)**

Total for Change Order No. 1 = **(\$133,008.00)**

Attachments: Revised Concession Stand Drawings from FEH, Covenant Construction Services Change Order Request Dated February 24, 2016

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$1,511,342.23	Original Contract <input type="checkbox"/> Working <input type="checkbox"/> Calendar Substantial completion: Ready for final payment:
<input type="checkbox"/> Increase <input type="checkbox"/> Decrease from previously approved Change Orders: \$0	<input type="checkbox"/> Increase <input type="checkbox"/> Decrease from previously approved Change Orders: Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: \$1,511,342.23	Contract Times prior to this Change Order: Substantial completion: Ready for final payment:
<input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease of this Change Order: \$ 133,008.00	<input type="checkbox"/> Increase <input type="checkbox"/> Decrease of this Change Order: Substantial completion (days): Ready for final payment (days):
Contract Price incorporating this Change Order: \$1,378,334.23	Contract Times with all approved Change Orders: Substantial completion: Ready for final payment:

RECOMMENDED:  
By: [Signature]  
Engineer (Authorized Signature)  
Date: 3/3/16

ACCEPTED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)  
Date: \_\_\_\_\_

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)  
Date: 3/3/16

# Change Order No. 2

Project: <b>Heritage at Grimes Plat 2 Phase 2 - Little Beaver Creek Tributary Crossing</b>	Date of Contract: <b>August 11, 2015</b>
Owner: <b>City of Grimes</b>	Owner's Contract No.:
Engineer: <b>FOX Engineering</b>	Engineer's Project No.: <b>1005-15C</b>
Contractor: <b>Jensen Construction Company</b>	Date of Issuance: <b>March 3, 2016</b>

**The Contract Documents are modified as follows upon execution of this Change Order:**

**DESCRIPTIONS:** Additional time for cleanup of Contaminated Floodwater.

Item 1 Adjustment of time for delays due to flooding and work-site contamination (sewage) in accordance with the Standard General Conditions of the Contract Documents (C-700, 12.03).

I. No Change in Contract Price

Total for Change Order No. 2 = **\$0**

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$1,604,310.00	Original Contract <input type="checkbox"/> Working <input checked="" type="checkbox"/> Calendar Substantial completion: June 30, 2016 Ready for final payment: August 30, 2016
<input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease from previously approved Change Orders: \$ 46,529.56	<input type="checkbox"/> Increase <input type="checkbox"/> Decrease from previously approved Change Orders: Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: \$1,650,839.56	Contract Times prior to this Change Order: Substantial completion: June 30, 2016 Ready for final payment: August 30, 2016
<input type="checkbox"/> Increase <input type="checkbox"/> Decrease of this Change Order: \$ 0.00	<input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease of this Change Order: Substantial completion (days): 10 Working Days Ready for final payment (days): 10 Working Days
Contract Price incorporating this Change Order: \$1,650,839.56	Contract Times with all approved Change Orders: Substantial completion: June 30, 2016 + 10 Working Days Ready for final payment: August 30, 2016 + 10 Working Days

RECOMMENDED: By: _____ Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: <u><i>Rylin</i></u> Contractor (Authorized Signature)
Date: _____	Date: _____	Date: <u>3 MAR 16</u>

Unit Price Contract

# Contractor's Application for Payment No. 6

Project:	Heritage at Grimes Plat 2 Phase 2 - Little Beaver Creek Tributary Crossing	From (Contractor):	Jensen Construction Company	Application Date:	3/2/2016
To (Owner):	City of Grimes	Owner's Project No.:		Period From:	2/1/2016
Via (Engineer):	FOX Engineering	Engineer's Proj. No.:	1005-15C	Period To:	2/29/2016

Approved Change Order Summary:			
No.	Date Approved	Additions	Deductions
1	11/10/2015	\$46,529.56	
TOTALS		\$46,529.56	
NET CHANGE BY CHANGE ORDERS			\$46,529.56

1. ORIGINAL CONTRACT PRICE.....	\$ 1,604,310.00
2. Net change by Change Orders.....	\$ 46,529.56
3. Current Contract Price (Line 1 + 2).....	\$ 1,650,839.56
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 833,911.56
5. RETAINAGE:	
a. 5% X \$833,911.56 Work Completed.....	\$ 41,695.58
b. 5% X _____ Stored Material.....	\$ _____
c. Less Total Retainage Released Early.....	\$ _____
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$ 41,695.58
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 792,215.98
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 676,841.33
8. AMOUNT DUE THIS APPLICATION.....	\$ 115,374.65
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 858,623.58

<b>Contractor's Certification</b>	
<p>The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>	
By:	Date: <u>2 MAR 16</u>

Payment of:	\$	<b>115,374.65</b>	
			(Line 8 or other - attach explanation of the other amount)
is recommended by:			<u>3/3/16</u>
		(Engineer)	(Date)
Payment of:	\$	<b>115,374.65</b>	
			(Line 8 or other - attach explanation of the other amount)
Is approved by:			
		(Owner)	(Date)

Endorsed by the Construction Specifications Institute.

# Progress Estimate

# Contractor's Application

For (contract): Heritage at Grimes Plat 2 Phase 2 - Little Beaver Creek Tributary  
 Contractor: Jensen Construction Company

Owner's Proj. No.:  
 Engineer's Proj. No.: 1005-15C

Application Number: 6  
 Application Date: 3/2/2016

A		B				C	D	E	F		G	
Bid Item No.	Description	Bid Quantity	Qty added by Change Order	Unit Price	Bid Value	Total Value After Change Orders	Estimated Quantity Installed	Value	Materials Presently Stored (in \$)	Total and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
<b>ESTIMATED CULVERT QUANTITIES</b>												
1.1	STRUCTURAL CONCRETE (RCB)	755		\$800.00	\$604,000.00	\$604,000.00	755	\$604,000.00		\$604,000.00	100.0%	
1.2	GRANULAR BACKFILL	1,480		\$45.00	\$66,600.00	\$66,600.00	720	\$32,400.00		\$32,400.00	48.6%	\$34,200.00
1.3	SPECIAL BACKFILL	465		\$57.00	\$26,505.00	\$26,505.00	465	\$26,505.00		\$26,505.00	100.0%	
1.4	REVTMENT, CLASS E	490		\$48.00	\$23,520.00	\$23,520.00						\$23,520.00
1.5	ELECTRICAL CIRCUITS	1		\$10,000.00	\$10,000.00	\$10,000.00						\$10,000.00
<b>ESTIMATED RETAINING WALL QUANTITIES</b>												
2.1	STRUCTURAL CONCRETE (MISC)	735		\$830.00	\$610,050.00	\$610,050.00	143	\$118,690.00		\$118,690.00	19.5%	\$491,360.00
2.2	GRANULAR BACKFILL	1,870		\$64.00	\$119,680.00	\$119,680.00						\$119,680.00
2.3	ORNAMENTAL METAL RAILING	615		\$70.00	\$43,050.00	\$43,050.00						\$43,050.00
2.4	PRECAST CONCRETE COLUMN CAPS	19		\$1,500.00	\$28,500.00	\$28,500.00						\$28,500.00
2.5	CONCRETE RUSTICATION AESTHETICS	8,045		\$9.00	\$72,405.00	\$72,405.00	643	\$5,787.00		\$5,787.00	8.0%	\$66,618.00
CO1.1	QUAD BOX BASE OVER-EXC.-FIXED COSTS (LS)		1	\$12,000.00		\$12,000.00	1	\$12,000.00		\$12,000.00	100.0%	
CO1.2	QUAD BOX BASE OVER-EXC.-EXCAVATION (CY)		306	\$31.00		\$9,486.00	306	\$9,486.00		\$9,486.00	100.0%	
CO1.3	QUAD BOX BASE OVER-EXC.-SUBBASE (TON)		472.52	\$53.00		\$25,043.56	472.52	\$25,043.56		\$25,043.56	100.0%	
<b>Totals</b>					<b>\$1,604,310.00</b>	<b>\$1,650,839.56</b>		<b>\$833,911.56</b>		<b>\$833,911.56</b>	<b>52.0%</b>	<b>\$816,928.00</b>

Unit Price Contract

# Contractor's Application for Payment No. 2

Project:	2015 Grimes Parkland Improvements Project	From (Contractor):	Covenant Construction Services, LLC	Application Date:	3/8/2016
To (Owner):	City of Grimes	Owner's Project No.:		Period From:	1/1/2016
Via (Engineer):	FOX Engineering	Engineer's Proj. No.:	8630-16P	Period To:	2/29/2016

Approved Change Order Summary:			
No.	Date Approved	Additions	Deductions
1	3/8/2016		-\$133,008.00
TOTALS			-\$133,008.00
NET CHANGE BY CHANGE ORDERS			-\$133,008.00

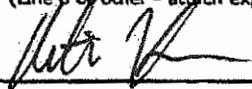
1. ORIGINAL CONTRACT PRICE.....						\$	1,511,342.23
2. Net change by Change Orders.....						\$	-133,008.00
3. Current Contract Price (Line 1 + 2).....						\$	1,378,334.23
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....						\$	116,055.42
5. RETAINAGE:							
a. 5%           X	\$116,055.42	Work Completed.....				\$	5,802.77
b. 5%           X		Stored Material.....				\$	
c. Less Total Retainage Released Early.....						\$	
d. Total Retainage (Line 5a + Line 5b - Line 5c).....						\$	5,802.77
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....						\$	110,252.65
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....						\$	48,607.89
8. AMOUNT DUE THIS APPLICATION.....						\$	61,644.76
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....						\$	1,401,089.58

**Contractor's Certification**

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

By:  Date: 3/4/2016

Payment of: \$ 61,644.76  
(Line 8 or other - attach explanation of the other amount)

Is recommended by:  3/4/16  
(Engineer) (Date)

Payment of: \$ 61,644.76  
(Line 8 or other - attach explanation of the other amount)

Is approved by: \_\_\_\_\_  
(Owner) (Date)

Endorsed by the Construction Specifications Institute.

# Progress Estimate

# Contractor's Application

For (contract): 2015 Ghmes Parkland Improvements Project  
 Contractor: Covenant Construction Services, LLC

Owner's Proj. No.:  
 Engineer's Proj. No.: 8630-16P

Application Number: 2  
 Application Date: 3/8/2016

A		B					C	D	E	F		G
Bid Item No.	Item Description	Bid Quantity	Quantity Change (By Change Order)	Total Quantity	Unit Price	Extended Price	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1.01	Mobilization	1		1	\$50,325.00	\$50,325.00	0.6	\$30,195.00		\$30,195.00	60.0%	\$20,130.00
1.02	Removals	1		1	\$5,032.00	\$5,032.00						\$5,032.00
2.01	Earthwork - North Sports Complex	1		1	\$47,676.00	\$47,676.00	0.2	\$9,535.20		\$9,535.20	20.0%	\$38,140.80
2.02	Earthwork - Autumn Park	1		1	\$12,714.00	\$12,714.00						\$12,714.00
2.03	Earthwork - Glenstone Park	1		1	\$1,271.00	\$1,271.00						\$1,271.00
2.04	Subgrade Preparation - Parking Lot	1,433		1433	\$7.42	\$10,632.86						\$1,271.00
2.05	Ag-Lime Placement, 6-inch	1,550		1560	\$6.75	\$10,530.00	1400	\$9,450.00		\$9,450.00	89.7%	\$10,632.86
2.06	Playground Area - Autumn Park	1		1	\$15,892.00	\$15,892.00						\$1,080.00
4.01	Subdrain, 6-inch	90		90	\$68.87	\$6,198.30						\$15,892.00
4.02	FES, 6-inch	1		1	\$530.00	\$530.00						\$6,198.30
4.03	Subdrain Cleanout	2		2	\$741.50	\$1,483.00						\$530.00
6.01	Modify Existing Intake	1		1	\$2,649.00	\$2,649.00						\$1,483.00
7.01	Sidewalk, PCC, 4-inch - North Sports Complex	514		514	\$38.14	\$19,503.96						\$2,649.00
7.02	Trail, PCC, 4-inch - North Sports Complex	2049		2049	\$40.26	\$82,492.74						\$19,503.96
7.03	Integral Sidewalk - North Sports Complex	1877		1877	\$44.50	\$83,526.50						\$82,492.74
7.04	Bleacher/Dugout Paving, PCC, 5-inch - North	1323		1323	\$40.26	\$53,263.98						\$83,526.50
7.05	Sidewalk/Trail, PCC - Autumn Park	543		543	\$40.26	\$21,861.18						\$53,263.98
7.06	Sidewalk/Trail, PCC - Glenstone Park	508		508	\$42.38	\$21,529.04						\$21,861.18
7.07	8" Rock Subbase	600		600	\$31.78	\$19,068.00						\$21,529.04
7.08	Parking Lot Paving, 6-inch PCC	5199		5199	\$34.96	\$181,757.04						\$19,068.00
7.09	Painting & Signage	1		1	\$2,961.00	\$2,961.00						\$181,757.04
9.01	Concession Stand	1		1	\$514,778.00	\$514,778.00						\$2,961.00
9.02	Ballfield #1, Baseball Fence	1		1	\$24,474.00	\$24,474.00	0.55	\$13,460.70		\$13,460.70	55.0%	\$514,778.00
9.03	Ballfield #2 Thru #6, Softball Fence	5		5	\$19,780.20	\$98,901.00	2.6	\$51,428.52		\$51,428.52	52.0%	\$11,013.30
9.04	Batting Cage & Pitching Warmup Construction	2		2	\$12,576.00	\$25,152.00						\$47,472.48
9.05	4-ft Chain link Fence	313		313	\$14.00	\$4,382.00						\$25,152.00
9.06	Dugout Construction	12		12	\$3,430.00	\$41,160.00						\$4,382.00
9.07	Basketball Court (Half)	1		1	\$21,251.00	\$21,251.00						\$41,160.00
9.08	Landscaping - North Sports Park	1		1	\$47,305.00	\$47,305.00						\$21,251.00
9.09	Landscaping - Autumn Park	1		1	\$58,112.00	\$58,112.00						\$47,305.00
9.10	Irrigation Fixture Adjustment	10		10	\$105.90	\$1,059.00						\$58,112.00
9.11	Irrigation Modification - Field 1	1		1	\$1,986.00	\$1,986.00	1	\$1,986.00		\$1,986.00	100.0%	\$1,059.00
9.12	Hydraulic Seeding, Seeding, Fertilizing, and Mulching - North Sports Park	2		2	\$4,502.50	\$9,005.00						\$9,005.00
9.13	Hydraulic Seeding, Seeding, Fertilizing, and Mulching - Type 1 - Autumn Park	0.5		0.5	\$4,502.50	\$2,251.25						\$2,251.25
9.14	Hydraulic Seeding, Seeding, Fertilizing, and Mulching - Type 1 - Glenstone Park	0.25		0.25	\$4,502.50	\$1,125.63						\$1,125.63
9.15	Erosion Control Mulching, Hydromulching - North Sports Park	2		2	\$2,648.50	\$5,297.00						\$5,297.00
9.16	Erosion Control Mulching, Hydromulching - Autumn Park	0.5		0.5	\$2,649.00	\$1,324.50						\$1,324.50
9.17	Erosion Control Mulching, Hydromulching - Glenstone Park	0.25		0.25	\$2,649.00	\$662.25						\$662.25
9.18	Filter Sock	1000		1000	\$2.12	\$2,120.00						\$2,120.00
CO1	Value Engineering		1	1	-\$133,008.00	-\$133,008.00						-\$133,008.00
<b>Totals</b>								<b>\$116,055.42</b>		<b>\$116,055.42</b>	<b>7.7%</b>	<b>\$1,395,286.81</b>



## City of Grimes

\$2,700,000 General Obligation Refunding Bonds, Series 2016  
{Advance Refunding Series 2007 GO Bonds}

Timetable as of March 3, 2016

Prior to March 8, 2016	Piper Jaffray provide City with "simple" refinancing analysis
March 8, 2016	<b>COUNCIL MEETING (Regular)</b> Review Refinancing Consideration and Approval of Engagement Letter with Piper Jaffray
March 9, 2016	Piper Jaffray circulates preliminary bonding information to Finance team
March 16, 2016	First draft preliminary official statement (POS) circulated
March 16, 2016	Rating request sent to Moody's
March 21 - 25, 2016	Due Diligence call between members of Finance team (TBD)
March 21 - 25, 2016	Rating Conference call to be scheduled (TBD)
March 22, 2016	<b>COUNCIL MEETING (Regular)</b> Council set Hearing on Loan Agreements (Refunding)
March 25, 2016	Comments on POS due
March 25, 2016	Draft legal opinion / continuing disclosure agreement due from Bond Counsel
March 28, 2016	POS sent to Council for approval
April 12, 2016	<b>COUNCIL MEETING (Regular)</b> Council Holds Hearing on Loan Agreements (Refunding) Resolution authorizing official statement and various other bond related items - Council sets date for sale / authorizes Piper Jaffray to distribute POS Council approved amendment to Dissemination Agent Agreement with PJC
April 13, 2016	Rating due; POS published
April 26, 2016	<b>SALE DATE / COUNCIL MEETING (Regular)</b> Final Bond Pricing during the day (City Officials required) - Results are reviewed and tabulated Council Meeting at _____ PM - Piper Jaffray reviews results of sale with Council - Council Adopts Resolution Directing Sale of Bonds / Approving BPA
May 10, 2016	<b>COUNCIL MEETING (Regular)</b> Resolution authorizing issuance of Bonds
May 25, 2016	Closing Date – Bond funds received

### COUNCIL MEETINGS

Council has Regular Meetings on the 2nd and 4th Tuesday of Every Month  
Timeline may be able to be accelerated if Special Meetings are Utilized  
\*\* Council packet information is due the Thursday before the meeting at noon

PiperJaffray.

REALIZE THE POWER  
OF PARTNERSHIP.



3900 Ingersoll Ave. Suite 110, Des Moines, IA 50312

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Tel: 800-333-6008

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Piper Jaffray & Co. Since 1895. Member SIPC and NYSE

March 3, 2016

City of Grimes  
c/o Ms. Kelley Brown, City Administrator  
101 N. Harvey Street  
Grimes, IA 50111

Re: Engagement Letter for General Obligation Refunding Bonds, Series 2016

Dear Ms. Brown:

We understand that the City of Grimes, Iowa (the "Issuer") wishes to issue General Obligation Refunding Bonds (to advance refunding the Issuer's Series 2007 GO Bonds), (collectively, the "Bonds," the "Bond Issue" or the "Project") and has selected Piper Jaffray & Co. ("Piper" or the "Underwriter") to serve as underwriter for the proposed issuance. We appreciate the opportunity to serve you in this manner. This letter will serve as an agreement regarding the terms of this engagement. In addition, we would like to take this opportunity to set forth some pertinent information about the process of underwriting.

Although the Underwriter intends to work closely with you during the period preceding the pricing and sale of the proposed Bond Issue with the aim of timely completion of the financing, we are not herein making a final commitment to underwrite bonds until certain events have occurred. Such a commitment is subject to, among other things, satisfactory completion and execution of all final documentation for an offering (including a Bond Purchase Agreement containing all provisions necessary to satisfy federal securities laws and the rules of the Municipal Securities Rulemaking Board, and all other applicable rules and regulations); absence of any material adverse change in the financial markets or in the financial condition, operations or prospects of the Issuer; receipts of all required governmental approvals and appropriate legal opinions; an underwriter's review ("due diligence") of the offering documents, as required under federal securities laws; the negotiation of appropriate indemnification; state blue sky reviews, as appropriate; and credit approval by the Underwriter. This Agreement is therefore not a final commitment by the Underwriter, express or implied, to underwrite or purchase any securities, nor does it obligate the Underwriter to enter into a Bond Purchase Agreement. While we do not anticipate difficulties in the course of the proposed financing, and look forward to a successful conclusion to this engagement, we prefer to identify these conditions to our final commitment at the outset.

Our efforts will include:

- a) Preparation of numbers describing various options to finance the Project
- b) Assistance securing rating on proposed bonds
- c) If a portion of any financing considered includes an advance refunding, subscribe for SLGS or acquire U.S. Treasury securities as agent for and on behalf of the Issuer
- d) Assistance with disclosure counsel regarding preparation of the official statement
- e) Marketing the bonds to potential investors
- f) Coordination of closing effort for bonds

During the course of the engagement, Piper will participate in discussions with bond counsel, finance officials or internal legal counsel of the Issuer to assist in advising the Issuer, as part of the underwriting process, of various financial structures for the proposed offering and their probable reception in the municipal bond markets.

The Underwriter will perform due diligence respecting any offering documents as part of their obligation under federal securities laws. If a final commitment to underwrite the Bonds is approved by the Underwriter, and subject to the conditions described above, the Underwriter will underwrite the Bonds and manage a public offering of the Bonds. Further details regarding the underwriting will be set forth in a Bond Purchase Agreement to be executed at the time of pricing of the Bonds. The Issuer and its chosen counsel agree to cooperate with and assist the Underwriter in connection with such duties.

As compensation for the Underwriter's services, the Issuer will pay the Underwriter a fee to be determined by the nature of the offering as set forth in Schedule A hereto. Fees will be payable to the Underwriter in the form of an underwriter's discount on the Bond Issue as set forth therein. The fees, disbursements and other charges of the Underwriter's outside legal counsel will be added to the underwriter's discount. The Underwriter shall select such counsel in its sole discretion.

The Issuer may not terminate this Agreement at any time prior to completion of the Project other than for non performance on the part of the Underwriter, in which case the Issuer may terminate this agreement, and upon such termination, all fees due to the Underwriter for time served assisting with the Project shall be due and payable immediately by the Issuer. The Underwriter may terminate this Agreement at any time on 30 days written notice.

Assignment Neither the Underwriter nor the Issuer shall have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party. In the event of acquisition of the Underwriter by a third party firm, notice shall be given to the Issuer regarding the acquisition and the Issuer shall have the opportunity to consent to the assignment of this Agreement, which consent shall not be unreasonably withheld.

No Advisory or Fiduciary Role. We are writing to provide you with certain regulatory disclosures as required by the Municipal Securities Rulemaking Board. As part of our services, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Jaffray is underwriting or placing. However, Piper Jaffray intends to serve as Underwriter and not as a financial advisor to you in this transaction; and the primary role of Piper Jaffray is to purchase securities for resale to investors or arrange for the placement of securities in an arm's length commercial transaction between you and Piper Jaffray. Piper Jaffray has financial and other interests that differ from your interests.

No Recourse for Tax Matters. No recourse shall be had against the Underwriter for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Issuer arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Bonds or otherwise relating to the tax treatment of interest on the Bond.

City of Grimes  
Page Three  
March 3, 2016

Governance This Agreement will be governed by, and construed in accordance with, the laws of the State of Iowa, without regard to principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The Issuer and the Underwriter each hereby irrevocably waive any right they may have to a trial by jury in respect of any claim based upon or arising out of this Agreement or the transactions contemplated hereby.

Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of the Federal court sitting in Des Moines, Iowa with respect to any actions and proceedings arising out of or relating to this Agreement, (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in the Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Waiver of Jury Trial. The parties each hereby agree to waive any right to a trial by jury with respect to any claim, counterclaim or action arising out of or in connection with this agreement or the transactions contemplated hereby.

Waiver of attorney client privilege. The Issuer hereby recognizes its open records responsibilities under the Code. The Issuer represents that it has retained bond counsel to render specific services under an engagement letter (to be provided to the Underwriter as soon as practical after acceptance by the Issuer). The Issuer may seek and receive guidance, interpretation, information etc. from the firm acting as bond counsel on matters not covered by the engagement letter, including guidance regarding this Agreement. The Issuer hereby waives any attorney client privilege with respect to any information or guidance, whether written or oral, received from bond counsel or any other firm providing legal counsel to the Issuer with respect to this Agreement or the services provided by Piper covered by this Agreement, with respect to the Project or any future Project Amendment, not covered by said counsel's engagement letter in place at the time of this Agreement.

This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by both the Underwriter and Issuer except that to the extent that any term of an executed Bond Purchase Agreement conflicts with the terms of this Agreement, in which case the terms of the Bond Purchase Agreement shall have precedence.

This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this letter agreement.

### **Schedule A – Maximum Fees**

The fee charged will be 0.4% of the par amount of Bonds, plus the actual takedowns paid to support the sales effort.

Maximums outlined below are by rating level:

If the rating is "Aa3" or higher, the maximum fee shall be 1.00%

If the rating is below "A3" to "A1", the maximum fee shall be 1.10%

If the rating is below "A3" or not rated, the maximum fee shall be 1.350%

**Schedule B – Base Form of Bond Purchase Agreement**

To be provided in separate document to the Issuer in an agreeable format with the Issuer's  
Counsel

## Appendix A – G-17 Disclosure

We are providing you with certain disclosures relating to the captioned bond issue (the Bonds), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 in accordance with MSRB Notice 2012-25 (May 7, 2012). Under new federal regulations, all underwriters and placement agents are now required to send the following disclosures to you (as the Issuer of the Bonds) in order to clarify with you the role of an underwriter or placement agent and other matters relating to an underwriting of the Bonds.

Piper Jaffray intends to serve as an underwriter or placement agent respecting the Bonds and not as a financial advisor or municipal advisor to you. As part of our services as an underwriter or placement agent, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Jaffray is underwriting or placing.

If Piper Jaffray is engaged to act as your underwriter in a negotiated underwriting, by engaging Piper Jaffray as your underwriter, you determined to sell the Bonds by negotiated sale. A negotiated sale is the sale of a new issue of municipal securities by an issuer directly to an underwriter or underwriting syndicate selected by the issuer. A negotiated sale is distinguished from a sale by competitive bid, which requires public bidding by the underwriters. Piper Jaffray did not advise you as to what method of sale (competitive or negotiated sale) you used for this issuance of municipal securities.

### ***Our Role as Underwriter:***

In serving as underwriter for the Bonds, these are some important disclosures that clarify our role and responsibilities:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the Issuer and it has financial and other interests that differ from those of the Issuer;
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;
- (iv) The underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The underwriter will review the official statement for the Issuer's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.<sup>1</sup>

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<sup>1</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure for investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

***Our Role as Placement Agent:***

In serving as placement agent for the Bonds, these are some important disclosures that clarify our role and responsibilities:

- (i) MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors;
- (ii) Our primary role in this transaction is to facilitate the sale and purchase of municipal securities between you and one or more investors for which we will receive compensation;
- (iii) Unlike a municipal advisor, we do not have a fiduciary duty to you under the federal securities laws and are, therefore, not required by federal law to act in your best interests without regard to our own financial or other interests;
- (iv) We have a duty to arrange the purchase securities from you at a fair and reasonable price, but must balance that duty with our duty to arrange the sale to investors at prices that are fair and reasonable; and
- (v) In the event an official statement is prepared, we will review the official statement for your securities in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

***Our Compensation:***

As underwriter, compensation will be by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. As placement agent, compensation will be by a fee that was negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee, discount or placement agent fee will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter or placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

***Conflicts of Interest for Underwritings:***

We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

You may elect to retain us to serve as a bidding agent with respect to the investment of the proceeds of the Bonds. We will be separately compensated for serving in that capacity.

***Risk Disclosures:***

In accordance with the requirements of MSRB Rule G-17, attached as Appendix B is a description of the material aspects of a typical fixed rate offering, including the Bonds. This letter may be later supplemented if the material terms of the Bonds change from what is described here.

If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to me at the contact information below. In addition, you should consult with your own financial, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

## Appendix B – Risk Disclosures

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

### Financial Characteristics

*Maturity and Interest.* Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

*Redemption.* Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

### Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

#### *General Obligation Bonds*

“General obligation bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term “limited” tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

#### *Revenue Bonds*

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue

source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

#### General Fund Obligations

"General Fund Obligations" are debt securities that are payable from an issuer's general fund and are not secured by a specific tax levy like a general obligation bond or a specific revenue pledge like a revenue bond. General fund obligations come in many varieties and may be a continuing obligation of the general fund or may be subject to annual appropriation. Often general fund obligations are issued in the form of certificates of participation in a lease obligation of the issuer.

#### **Financial Risk Considerations**

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

##### Risk of Default and Fiscal Stress

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and may include the exercise of available remedies against you on behalf of the holders of the bonds. Depending on state law, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes or other budgetary adjustments may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, subject to applicable state law and the terms of the authorizing documents, you may be required to take steps to increase the available revenues that are pledged as security for the bonds.

Bonds payable from the general fund, particularly bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service on the bonds. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your

credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

#### Redemption Risk

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

#### Refinancing Risk

If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

#### Reinvestment Risk

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

#### Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

Simple Refinancing Analysis: Advance Refunding Series 2007 GO Bonds (Crossover)

**Escrow of Bonds**

Escrow

	(1)	(2)	(3)	(4)	(5)
Escrow Payment Dates	Present Value Periods For Escrow	Interest On New Bonds	Call of Prior Bonds	Combined Escrow Requirements	PV of equirements @ 0.600%
6/1/2014					
12/1/2014	-2.97	0		0	0
6/1/2015	-1.97	0		0	0
12/1/2015	-0.97	0		0	0
6/1/2016	0.03	0		0	0
12/1/2016	1.03	13,911		13,911	13,868
6/1/2017	2.03	13,463	2,105,000	2,118,463	2,105,598
<b>Totals:</b>		27,374	2,105,000	2,132,374	2,119,467

**Existing Debt that is target of refunding**

1-Aug-07 Series 2007 General Obligation Corporate Purpose Bonds

	(1)	(2)	(3)	(4)	(5)
Date	1-Aug-07 Principal Payment	1-Aug-07 Interest Payment	Paying Agent Expense	1-Aug-07 P & I Payment	1-Aug-07 Interest Rate
6/1/2014					
12/1/2014					
6/1/2015					
12/1/2015		57,455		57,455	
6/1/2016	355,000	57,455	500	412,955	4.000%
12/1/2016		50,355		50,355	
6/1/2017	370,000	50,355	500	420,855	4.000%
12/1/2017		42,955		42,955	
6/1/2018	385,000	42,955	500	428,455	4.050%
12/1/2018		35,159		35,159	
6/1/2019	405,000	35,159	500	440,659	4.050%
12/1/2019		26,958		26,958	
6/1/2020	420,000	26,958	500	447,458	4.100%
12/1/2020		18,348		18,348	
6/1/2021	440,000	18,348	500	458,848	4.100%
12/1/2021		9,328		9,328	
6/1/2022	455,000	9,328	500	464,828	4.100%
<b>Totals:</b>	2,830,000	481,113	3,500	3,314,613	

**Sources & Uses of Funds**

Grimes, Iowa

Dated: 5/25/2016

Closing 5/25/2016

Uses of Funds

Bond Called: 6/1/2017

<b>Purchase of Escrow Securities</b>	
Call of Prior Bonds on 06/01/17	2,105,000
Interest on New Bonds to 06/01/1	27,374
Less interest earnings in escrow	-12,907
<hr/>	
Net cost of Escrow securities	2,119,466.70
<b>Bond Issuance Expenses</b>	
Issuance Costs	21,300.00
Underwriting Costs	21,650.00
Original Issue Discount	0.00
<hr/>	
Net Bond Issuance Expenses	42,950.00
Deposit to Sinking (Accrued):	
Rounding	2,583.30
<hr/>	
Total Uses of Funds:	2,165,000.00

**Sources of Funds**

Bond Proceeds:	2,165,000.00
Accrued Interest:	
Original Issue Premium:	0.00
<hr/>	
Total Sources of Funds:	2,165,000.00

**Summary of Financing**

Average Maturity of Bonds:	4.04
Average Interest Rate:	1.31565140%
Net Interest Cost:	1.56304934%
Net Interest Cost (\$)	136783.75
Bond Yield:	1.31397434%
True Interest Cost (TIC):	1.57092425%
All-In True Interest Cost:	1.82694216%

Simple Refinancing Analysis: Advance Refunding Series 2007 GO Bonds (Crossover)

**Debt Service Schedule ("New Debt")**

Grimes, Iowa

Dated: 5/25/2016

Closing: 5/25/2016

Bond Called: 6/1/2017

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Date	Proposed New Bonds Principal Payments	Interest	Less Interest Paid from Escrow	Existing unrefunded Principal Payments	Interest	Paying Agent Expense	Annual Debt Service	Interest Rate
6/1/2014								
12/1/2014								
6/1/2015								
12/1/2015				0	57,455			
6/1/2016				355,000	57,455	500	470,410	
12/1/2016		13,911	-13,911	0	50,355			
6/1/2017		13,463	-13,463	370,000	50,355	500	471,210	
12/1/2017		13,463						
6/1/2018	425,000	13,463				500	452,425	0.950%
12/1/2018		11,444						
6/1/2019	425,000	11,444				500	448,388	1.100%
12/1/2019		9,106						
6/1/2020	430,000	9,106				500	448,713	1.250%
12/1/2020		6,419						
6/1/2021	440,000	6,419				500	453,338	1.350%
12/1/2021		3,449						
6/1/2022	445,000	3,449				500	452,398	1.550%
Totals:	2,165,000	115,134	-27,374	725,000	215,620	3,500	3,196,880	

**Savings Analysis**

Grimes, Iowa

	(1)	(2)	(3)	(4)	(5)	(6)
Date	Existing Bond Payments	Proposed "New" Bond Payments	Estimated Semi-Annual Savings	Plus Surplus Bond \$	Annual Savings	Present Value of Savings
6/1/2014						
12/1/2014						
6/1/2015				2,583	2,583	2,583
12/1/2015	57,455	57,455	0			0
6/1/2016	412,955	412,955	0		0	0
12/1/2016	50,355	50,355	0			0
6/1/2017	420,855	420,855	0		0	0
12/1/2017	42,955	13,463	29,493			28,912
6/1/2018	428,455	438,963	-10,508		18,985	-10,234
12/1/2018	35,159	11,444	23,715			22,946
6/1/2019	440,659	436,944	3,715		27,430	3,571
12/1/2019	26,958	9,106	17,851			17,048
6/1/2020	447,458	439,606	7,851		25,703	7,449
12/1/2020	18,348	6,419	11,929			11,244
6/1/2021	458,848	446,919	11,929		23,858	11,170
12/1/2021	9,328	3,449	5,879			5,469
6/1/2022	464,828	448,949	15,879		21,758	14,676
<b>Totals:</b>	<b>3,314,613</b>	<b>3,196,880</b>	<b>117,733</b>	<b>2,583</b>	<b>120,316</b>	<b>114,834</b>
	Savings as a % of refunded bonds:					4.06%

This resolution will be on a future agenda when the third reading of Ordinance 654 is approved

RESOLUTION NO.  
DISPENSING WITH THE SPECIAL ELECTION REQUIREMENT  
ON THE MATTER OF GRANTING A GAS FRANCHISE TO  
BLACK HILLS/IOWA GAS UTILITY COMPANY, LLC, D/B/A BLACK HILLS ENERGY

WHEREAS, The City Council of the City of Grimes, Iowa (hereafter referred to as "City") on the \_\_\_ day of \_\_\_\_\_, 2016 passed Ordinance No. \_\_\_\_\_, entitled: "An Ordinance granting Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, a Delaware limited liability corporation, its successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City; and

WHEREAS, under the laws of the State of Iowa any gas franchise granted by the City, shall be effective if submitted to the voters of said City in an election, or if the City Council dispenses with such election requirement, if no petition is filed by voters of said City in accordance with section 362.4 of the Iowa Code; and

WHEREAS, the City Council was elected to represent the residents of the City and the City has not received a petition requesting the issue be placed on the ballot; and

WHEREAS, the City has studied the franchise and matters concerning the operations of Black Hills Energy, and finds there are no compelling reasons to submit the franchise renewal to the electorate;

WHEREAS, Black Hills Energy has not at any time sought approval of the franchise ordinance by the way of an election, and instead desires that the Council dispense with any elections related to the passage or approval of its natural gas franchise;

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby dispenses with the franchise renewal election requirement under section 364.2(b) of the Iowa Code;

RESOLVED FURTHER, that the City Council hereby declares that Ordinance No. <Insert Ord. #> \_\_\_\_\_ shall be effective fourteen (14) days after the date this Resolution is Passed and Approved, unless a petition is filed in accordance with section 362.4 of the Iowa Code, and prior to such effective date;

RESOLVED FURTHER, that in connection with the resolutions set forth above, the members of the Council and the City Clerk be, and each of them hereby is, empowered, authorized and directed to execute and deliver any and all documents and instruments and to take such actions as such persons may deem necessary or appropriate in their sole discretion, and all actions taken in furtherance of the foregoing resolutions are hereby ratified, approved, and adopted as the acts and deeds of the Council.

PASSED AND APPROVED, this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor Thomas M. Armstrong

ATTEST: \_\_\_\_\_  
City Clerk Rochelle Williams

(CITY SEAL)

## **Ordinance No. 654**

**An Ordinance granting Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, a Delaware corporation, its lessees, successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Grimes, Iowa**

Be it ordained by the City Council of the City of Grimes, Iowa, as follows:

### **FRANCHISE GRANTED**

The City of Grimes, Iowa (hereinafter referred to as "Grantor"), hereby grants a non-exclusive franchise to Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, a Delaware limited liability corporation (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over, above or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public easements as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, poles, communication devices, conduits and all other apparatus and appliances necessary or convenient for transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

### **TERM**

The rights and privileges granted hereunder shall remain in effect for a period of twenty five (25) years from the effective date of this Ordinance.

### **FRANCHISE FEES OR TAXES**

Grantor may, during the term of this franchise, in its discretion, in compliance with and as authorized by state law, after public hearing and upon a majority vote of a majority of the members of the Grantor's City Council then present, pass an ordinance imposing a franchise fee on Grantee's customers located within Grantor's corporate limits; provided, however, that the franchise fee shall not be effective, and Grantee shall not be obligated to collect and pay same, unless and until: (1) it is satisfactory to Grantee with respect to its compatibility with Grantee's billing system; (2) the form of assessment and collection of the franchise fee is based on either: (a) a percentage of Grantee's gross receipts of regulated sales or transportation revenues collected from Grantee's customers within Grantor's corporate limits; (b) a volumetric fee based upon Grantee's delivery of energy within Grantor's corporate limits; or (c) a flat fee collected on a nondiscriminatory basis from each of Grantee's customers within Grantor's corporate limits;

and (3) Grantor has imposed a franchise fee on all other parties supplying energy within Grantor's corporate limits, calculated in the same manner as the franchise fee imposed on Grantee's customers.

### **GOVERNING RULES AND REGULATIONS**

The franchise granted hereunder is subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee, shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body having proper jurisdiction take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken. In determining the rights and duties of the Grantee, the terms of this Ordinance shall take precedence over any conflicting terms or requirements contained in any other ordinance enacted by the Grantor.

### **PROVISION FOR INADEQUATE ENERGY SUPPLIES**

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

### **CONSTRUCTION AND MAINTENANCE OF GRANTEE'S FACILITIES**

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and the general public as is reasonably necessary, and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this franchise, it will use its best efforts to maintain its facilities and equipment in a condition sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance and will fix its excavations within a commercially reasonable time period, except that in emergency situations Grantee shall take such immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible. Within a reasonable time thereafter, Grantee shall request and Grantor shall issue any permits or authorizations required by Grantor for the actions conducted by Grantee during the emergency situation.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which the work is to proceed. The notice shall be given to the Grantee as soon as practical in advance of the actual commencement of the work, considering seasonable working conditions, to permit the Grantee to make any additions, alterations, or repairs to its facilities.

#### **EXTENSION OF GRANTEE'S FACILITIES**

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria as approved by the Iowa Utilities Board make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

#### **RELOCATION OF GRANTEE'S FACILITIES**

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, unless otherwise reimbursed by federal, state or local legislative act or governmental agency, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee, if such removal is necessary to prevent interference with Grantor's facilities.

If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference with such project, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment.

Grantor shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of way until it (a) if applicable, receives the reasonable cost of relocating the same and (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

#### **CONFIDENTIAL INFORMATION**

Grantor acknowledges that certain information it might request from Grantee pursuant to this Ordinance may be of a proprietary and confidential nature, and that such requests may be subject to the Homeland Security Act or other confidentiality protections under state or federal law. If

Grantee requests that any information provided by Grantee to Grantor be kept confidential due to its proprietary or commercial value, Grantor and its employees, agents and representatives shall maintain the confidentiality of such information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such proprietary or confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief.

#### **FORCE MAJEURE**

It shall not be a breach or default under this Ordinance if either party fails to perform its obligations hereunder due to force majeure. Force majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and (4) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid force majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance of its obligations hereunder; provided, however, that this provision shall not obligate a party to settle any labor strike.

#### **HOLD HARMLESS**

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in constructing, operating, and maintaining its distribution and transmission facilities or equipment; provided, however, that Grantee need not save Grantor harmless from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

#### **SUCCESSORS AND ASSIGNS**

All rights, privileges and authority granted to Grantee hereunder shall inure to the benefit of Grantee's lessees, successors and assigns, subject to the terms, provisions and conditions herein contained, and all obligations imposed upon Grantee hereunder shall be binding upon Grantee's lessees, successors and assigns.

#### **NO THIRD PARTY BENEFICIARIES**

This Ordinance constitutes a franchise agreement between the Grantor and Grantee. No provision of this Ordinance shall inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

#### **SEVERABILITY**

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

**NON WAIVER**

Any waiver of any obligation or default under this Ordinance shall not be construed as a waiver of any future defaults, whether of like or different character.

**REPEAL CONFLICTING ORDINANCES**

This Ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to the franchise granted by Grantor hereunder, and the same shall supersede all prior ordinances relating thereto, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No. \_\_\_\_\_ of the City of Grimes, Iowa, is hereby repealed as of the effective date hereof.

**EFFECT AND INTERPRETATION OF ORDINANCE**

The captions that precede each section of this Ordinance are for convenience and/or reference only and shall not be taken into consideration in the interpretation of any of the provisions of this Ordinance.

**EFFECTIVE DATE AND ACCEPTANCE**

This Ordinance shall become effective and be a binding contract between the Grantor and Grantee upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon Grantee’s acceptance by written instrument, within sixty (60) days of passage by the city council, and filing with the Clerk of the City of Grimes, Iowa. The Clerk of the City of Grimes, Iowa shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance, either express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

Passed and approved by the city council of the City of Grimes, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
[Mayor or other Authorized Official]

Attest:

\_\_\_\_\_  
Clerk of City of Grimes, Iowa

## Notice of Public Hearing

Notice is hereby given that the City Council of the City of Grimes, will conduct a Public Hearing March 8, 2016 at 5:30 o'clock p.m. (local time) Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa to receive comments on the following item:

Granting Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, a Delaware Corporation, its lessees, successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Grimes, Iowa. The rights and privileges granted hereunder shall remain in effect for a period of twenty five (25) years from the effective date of the Ordinance.

Any and all residents and interested property owners are invited and encouraged to attend this hearing at the time and place mentioned above and to submit comments either orally, in writing or both. For further information, please contact City Hall 515-986-3036

Approved by the Grimes City Council on February 23, 2016

Rochelle Williams, City Clerk



February 25, 2016

**Erin Ollendike**  
Civil Design Advantage  
3405 SE Crossroads Drive, Suite G  
Grimes, IA 50111

**Kennybrook South Plat 1 – Final Plat**

*FOX Ref No: 8630-981.291*

FOX Engineering with assistance from David Schneider, PLS, has completed the first review of the Final Plat for Kennybrook South Plat 1. Please address the following comments:

1. If you have not done so, please submit a check for Final Plat Fees to the City of Grimes as per Chapter 166.13.
2. Please provide minimum protection elevations for lots adjacent to detention and conveyance structures and swales. This shall include the swale along lots 15-20 (1-ft above 100-yr flow elevation) as necessary.
3. Please provide a .dwg of the final plat so that the city may assign addresses to the lots (must be provided on the final plat).
4. Please provide the Post-Construction Maintenance Agreement for this development. This document shall indicate who will be taking care of the pond area and what the maintenance requirements are.
5. 166.09.09, the following shall also be attached to and accompany the Final Plat (some of which have already been submitted for review):
  - a. A certificate by the owner that the subdivision is with their free consent and is in accordance with the desire of the owner. This certificate must be signed and acknowledged by the owner and spouse before some officer authorized to that the acknowledgement of deeds.
  - b. A statement from the mortgage holders or lien holders that the plat is prepared with their free consent and in accordance with their desire, signed and acknowledged before an officer authorized to take the acknowledgment of deeds.
  - c. An opinion by an attorney-at-law who has examined the abstract of title of the land being platted. The opinion shall state the names of the proprietors and holders of mortgages, liens or other encumbrances on the land being platted and shall note the encumbrances, along with any bonds securing the encumbrances.
  - d. A resolution and certificate for approval by the Council and signatures of the Mayor and Clerk.
  - e. A certificate of the County Treasurer that the land is free from certified taxes and certified special assessments and that the certified special assessments are secured by bond in compliance with Chapter 354 of the Code of Iowa.
  - f. Please send FOX (John Gade – [jgade@foxeng.com](mailto:jgade@foxeng.com)) and the City Attorney (Erik Fisk - [Fisk@whitfieldlaw.com](mailto:Fisk@whitfieldlaw.com)) a copy of all the proposed easement descriptions. Please DO NOT send original documents. A pdf of the documents via e-mail is the preferred method. Note that the provided easement documents do not contain the exhibit that is referenced in the document that states the legal description of the easement.
6. The Developer has provided parkland (Outlot Z) to meet city of Grimes parkland dedication requirements.

- 
7. Please provide a 4-year maintenance bond for all the pavement and utilities that will be dedicated to the city. The City Engineer shall review the cost estimates for all improvements to verify the bond amount. Note that the City will not accept the final plat until all improvements (this includes temporary and permanent seeding/stabilization) have been installed unless a performance bond or letter of credit is submitted to the City of Grimes (all Punchlist Items shall be addressed). Prior to the City releasing the resolution, all public improvements shall be completed and accepted by the City.
    - a. The temporary & permanent seeding will not be completed (stabilized), thus a performance bond or letter of credit will be necessary.
    - b. All City invoices shall be paid prior to release of the final plat.
  8. Please DO NOT send original copies of the plats to the City of Grimes. The City does NOT require originals to be stamped. The approval of the plat is the signed resolution by City Council. Note that the signed resolution will not be given to the Developer until all items have been addressed.
  9. Once the Final Plat has been accepted by P&Z and Council, the City requires the following:
    - a. Signed PDF
    - b. 1 Mylar - Signed
    - c. Resolution - The City holds the resolution until all legals, comments, and subdivision punchlist have been addressed.
    - d. Filing - The Developer files the plat once the City releases the resolution.
  10. Please submit record drawings of the Construction Plans. These drawings shall be completed within 30 days of the acceptance of the Final Plat. These drawings shall include all public improvements. A digital copy of the Final Plat and Record Drawings is also required.

**FINAL PLAT SCHEDULE:**

**PLANNING & ZONING:** March 1, 2016 at 5:30 at the Grimes City Hall

**COUNCIL MEETING:** March 8, 2016 at 5:30 at the Grimes City Hall

If you have any questions or concerns, please contact John Gade or myself at (515) 233-0000. The City reserves the right to modify or add to these comments.

FOX ENGINEERING ASSOCIATES, INC.

*Mitch Holtz*

Mitch Holtz, P.E.

Copy to: Kelley Brown, City of Grimes  
Erik Fisk, City Attorney

**BULK REGULATIONS:**

**UNDERLYING R2-70 (LOTS 1-24)**  
 MIN. FRONT YARD = 30'  
 MIN. REAR YARD = 25'  
 MIN. SIDE YARD = 5/10' TOTAL

**UNDERLYING R2-70 (LOT 25)**  
 MIN. FRONT YARD = 30'  
 MIN. REAR YARD = 25'  
 MIN. SIDE YARD = 7/14' TOTAL

**R-3 MEDIUM DENSITY (LOT 26)**  
 MIN. FRONT YARD = 30'  
 MIN. REAR YARD = 30'  
 MIN. SIDE YARD = 7/14' TOTAL  
 (1-1/2 STORES)  
 (2-3 STORES)

**LEGEND:**

SECTION CORNER AS NOTED  
 1/2" REBAR, YELLOW CAP#6747  
 (UNLESS OTHERWISE NOTED)  
 1/2" REBAR, YELLOW CAP#5980  
 (UNLESS OTHERWISE NOTED)  
 PLATTED BEARING & DISTANCE  
 MEASURED BEARING & DISTANCE  
 RECORDED BEARING & DISTANCE  
 DEED/D BEARING & DISTANCE  
 MINIMUM PROTECTION ELEVATION  
 PUBLIC UTILITY EASEMENT  
 CENTRALINK  
 SECTION LINE  
 EASEMENT LINE

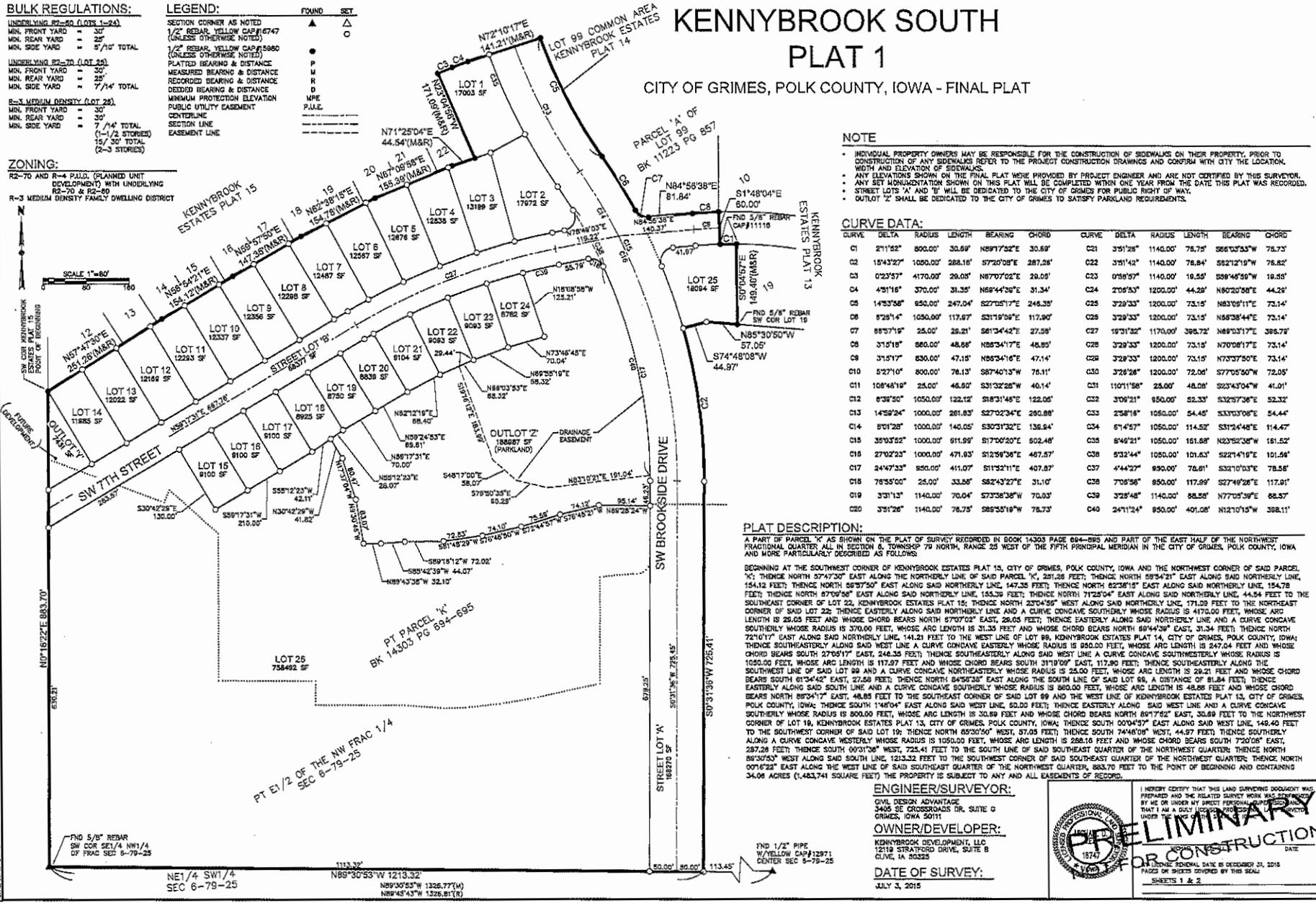
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 P.U.E.

**ZONING:**

R2-70 AND R-4 P.U.D. PLANNED UNIT DEVELOPMENT WITH UNDERLYING R2-70 & R2-80  
 R-3 MEDIUM DENSITY FAMILY DWELLING DISTRICT

# KENNYBROOK SOUTH PLAT 1

CITY OF GRIMES, POLK COUNTY, IOWA - FINAL PLAT



**NOTE**

- INDIVIDUAL PROPERTY OWNERS MAY BE RESPONSIBLE FOR THE CONSTRUCTION OF SIDEWALKS ON THEIR PROPERTY, PRIOR TO CONSTRUCTION OF ANY SIDEWALKS REFER TO THE PROJECT CONSTRUCTION DRAWINGS AND CONFIRM WITH CITY THE LOCATION, WIDTH AND ELEVATION OF SIDEWALKS.
- ANY ELEVATIONS SHOWN ON THE FINAL PLAT WERE PROVIDED BY PROJECT ENGINEER AND ARE NOT CERTIFIED BY THIS SURVEYOR.
- ANY SET DOCUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
- STREET LOTS 'A' AND 'B' WILL BE DEDICATED TO THE CITY OF GRIMES FOR PUBLIC RIGHT OF WAY.
- OUTLOT 'Z' SHALL BE DEDICATED TO THE CITY OF GRIMES TO SATISFY PARKLAND REQUIREMENTS.

**CURVE DATA:**

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	21°52'	800.00'	30.69'	N89°17'32"E	30.69'	C21	3°51'28"	1140.00'	76.75'	S86°03'53"W	76.75'
C2	18°43'27"	1050.00'	288.18'	S72°02'08"E	287.28'	C22	3°14'42"	1140.00'	114.00'	S22°12'19"W	76.82'
C3	02°37'57"	4170.00'	29.05'	N87°07'02"E	29.05'	C23	0°58'57"	1140.00'	19.55'	S88°46'59"W	19.55'
C4	4°51'18"	370.00'	31.35'	N66°44'39"E	31.34'	C24	2°05'33"	1200.00'	44.29'	N60°20'58"E	44.29'
C5	1°53'38"	650.00'	247.04'	S27°05'17"E	248.33'	C25	3°29'33"	1200.00'	73.15'	N63°09'11"E	73.14'
C6	8°28'14"	1050.00'	117.67'	S31°09'09"E	117.90'	C26	3°29'33"	1200.00'	73.15'	N58°38'44"E	73.14'
C7	88°17'15"	25.00'	28.21'	S61°34'42"E	27.58'	C27	1°31'32"	1170.00'	398.72'	N68°03'17"E	398.72'
C8	3°15'18"	860.00'	48.86'	N85°34'17"E	48.89'	C28	3°29'33"	1200.00'	73.15'	N70°08'17"E	73.14'
C9	3°15'17"	830.00'	47.15'	N85°34'16"E	47.14'	C29	3°29'33"	1200.00'	73.15'	N73°07'50"E	73.14'
C10	5°27'10"	800.00'	78.13'	S87°40'13"W	78.11'	C30	3°28'28"	1200.00'	72.06'	S77°05'50"W	72.05'
C11	10°48'41"0"	25.00'	46.60'	S31°32'28"W	40.14'	C31	11°01'58"	25.00'	48.08'	S23°43'04"W	41.01'
C12	8°32'50"	1050.00'	122.12'	S18°31'48"E	122.05'	C32	3°06'21"	950.00'	52.33'	S32°57'36"E	52.32'
C13	14°59'24"	1000.00'	261.83'	S27°02'34"E	260.88'	C33	2°58'18"	1050.00'	54.45'	S33°10'08"E	54.44'
C14	8°01'28"	1000.00'	140.05'	S30°31'32"E	136.94'	C34	6°14'57"	1050.00'	114.52'	S31°24'48"E	114.47'
C15	3°50'32"	1000.00'	611.99'	S17°09'20"E	602.48'	C35	8°48'21"	1050.00'	161.88'	N23°02'28"E	161.82'
C16	27°02'23"	1000.00'	471.83'	S12°56'36"E	467.87'	C36	5°32'44"	1050.00'	101.63'	S22°41'19"E	101.56'
C17	24°47'33"	850.00'	411.07'	S11°52'11"E	407.87'	C37	4°44'27"	850.00'	78.61'	S32°10'03"E	78.58'
C18	7°53'00"	25.00'	33.58'	S82°43'27"E	31.10'	C38	7°05'58"	850.00'	117.99'	S27°49'26"E	117.91'
C19	3°31'13"	1140.00'	70.04'	S73°38'38"W	70.03'	C39	3°28'48"	1140.00'	88.58'	N77°05'39"E	88.37'
C20	3°31'26"	1140.00'	78.73'	S85°55'18"W	78.73'	C40	24°11'24"	850.00'	401.08'	N12°10'15"W	388.11'

**PLAT DESCRIPTION:**

A PART OF PARCEL 'K' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 14303 PAGE 694-695 AND PART OF THE EAST HALF OF THE NORTHWEST QUARTER, ALL IN SECTION 6, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF KENNYBROOK ESTATES PLAT 15, CITY OF GRIMES, POLK COUNTY, IOWA AND THE NORTHWEST CORNER OF SAID PARCEL 'K'; THENCE NORTH 87°47'30" EAST ALONG THE NORTHERLY LINE OF SAID PARCEL 'K', 251.28 FEET; THENCE NORTH 59°54'21" EAST ALONG SAID NORTHERLY LINE, 154.12 FEET; THENCE NORTH 85°57'50" EAST ALONG SAID NORTHERLY LINE, 147.38 FEET; THENCE NORTH 82°58'15" EAST ALONG SAID NORTHERLY LINE, 154.78 FEET; THENCE NORTH 87°09'58" EAST ALONG SAID NORTHERLY LINE, 134.39 FEET; THENCE NORTH 71°29'04" EAST ALONG SAID NORTHERLY LINE, 44.54 FEET TO THE SOUTHEAST CORNER OF LOT 22, KENNYBROOK ESTATES PLAT 15; THENCE NORTH 23°04'55" WEST ALONG SAID NORTHERLY LINE, 171.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 22; THENCE EASTERLY ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 4170.00 FEET, WHOSE ARC LENGTH IS 29.05 FEET AND WHOSE CHORD BEARS NORTH 87°07'02" EAST, 29.05 FEET; THENCE EASTERLY ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 370.00 FEET, WHOSE ARC LENGTH IS 31.35 FEET AND WHOSE CHORD BEARS NORTH 66°44'39" EAST, 31.34 FEET; THENCE SOUTHEASTERLY ALONG SAID WEST LINE A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 650.00 FEET, WHOSE ARC LENGTH IS 247.04 FEET AND WHOSE CHORD BEARS SOUTH 27°05'17" EAST, 248.33 FEET; THENCE SOUTHEASTERLY ALONG SAID WEST LINE A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1050.00 FEET, WHOSE ARC LENGTH IS 117.67 FEET AND WHOSE CHORD BEARS SOUTH 31°09'09" EAST, 117.90 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF SAID LOT 99 AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 28.21 FEET AND WHOSE CHORD BEARS NORTH 61°34'42" EAST, 27.58 FEET; THENCE NORTH 1°48'04" EAST ALONG SAID WEST LINE, 80.00 FEET; THENCE EASTERLY ALONG SAID WEST LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 800.00 FEET, WHOSE ARC LENGTH IS 30.69 FEET AND WHOSE CHORD BEARS NORTH 89°17'32" EAST, 30.69 FEET TO THE NORTHWEST CORNER OF LOT 16, KENNYBROOK ESTATES PLAT 13, CITY OF GRIMES, POLK COUNTY, IOWA; THENCE SOUTH 00°45'37" EAST ALONG SAID WEST LINE, 148.40 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE NORTH 82°30'50" WEST, 57.00 FEET; THENCE SOUTH 74°40'10" WEST, 44.87 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1050.00 FEET, WHOSE ARC LENGTH IS 288.18 FEET AND WHOSE CHORD BEARS SOUTH 72°08'08" EAST, 287.28 FEET; THENCE SOUTH 00°31'06" WEST, 725.41 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 80°00'00" WEST ALONG SAID SOUTH LINE, 123.32 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°17'22" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, 863.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.00 ACRES (1,483,741 SQUARE FEET), THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

**ENGINEER/SURVEYOR:**  
 CIVIL DESIGN ADVANTAGE  
 3405 SE CROSSROADS DR, SUITE G  
 GRIMES, IOWA 50111

**OWNER/DEVELOPER:**  
 KENNYBROOK DEVELOPMENT, LLC  
 12115 STRATFORD DRIVE, SUITE B  
 CLIVE, IA 50325

**DATE OF SURVEY:**  
 JULY 3, 2015

**PRELIMINARY FOR CONSTRUCTION**

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

DATE: \_\_\_\_\_  
 SHEETS 1 & 2

**REVISIONS**

DATE	DESCRIPTION

3405 S.E. CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111  
 PHONE: (515) 384-4400 FAX: (515) 369-4410

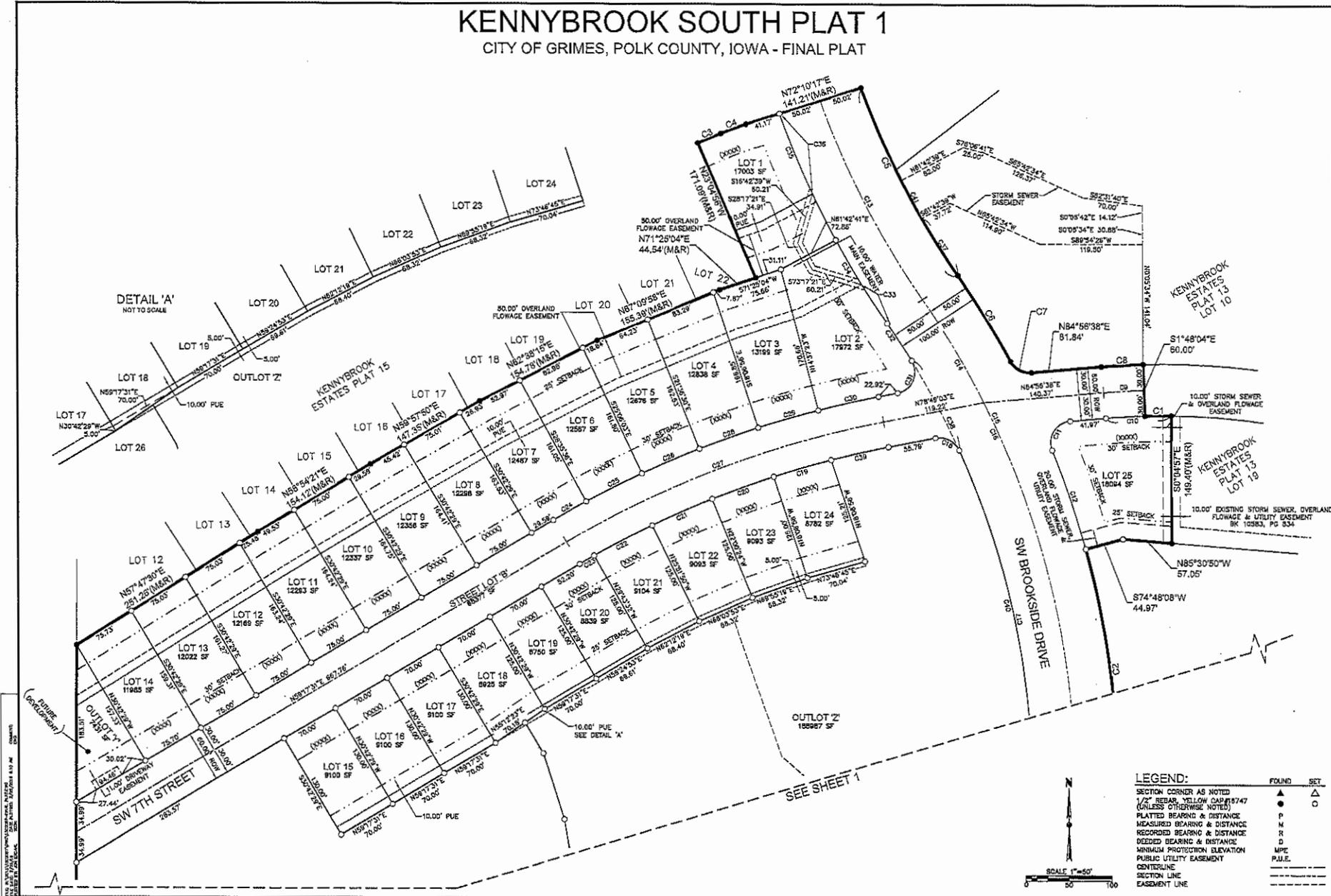
**TECH:** \_\_\_\_\_  
**ENGINEER:** \_\_\_\_\_

**KENNYBROOK SOUTH PLAT 1**  
 CITY OF GRIMES, POLK COUNTY, IOWA - FINAL PLAT

1/2  
 1502.027

# KENNYBROOK SOUTH PLAT 1

## CITY OF GRIMES, POLK COUNTY, IOWA - FINAL PLAT



**LEGEND:**

SECTION CORNER AS NOTED	FOUND	SET
1/2" REAR YELLOW CAP #18747 (UNLESS OTHERWISE NOTED)	●	△
PLATTED BEARING & DISTANCE	P	M
MEASURED BEARING & DISTANCE	M	R
RECORDED BEARING & DISTANCE	R	D
DEEDED BEARING & DISTANCE	D	MPE
MINIMUM PROTECTION ELEVATION	MPE	P.U.E.
PUBLIC UTILITY EASEMENT	P.U.E.	
CENTERLINE	---	
SECTION LINE	---	
EASEMENT LINE	---	

DATE: \_\_\_\_\_

REVISIONS: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

TECH: \_\_\_\_\_

3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PHONE: (515) 365-4400 FAX: (515) 369-4410

1502.067

2

2

1502.067

2

2



**KENNYBROOK SOUTH PLAT 1**  
 CITY OF GRIMES, POLK COUNTY, IOWA - FINAL PLAT  
 CIVIL DESIGN ADVANTAGE  
 GRIMES, IOWA









# CODE ANALYSIS

## VOSS BUILDING

CODE: 2009 I.B.C., I.F.C.  
 OCCUPANCY: MIXED USE GROUPS B (OFFICE AREA), F-1 (SHOP AREA)  
 BUILDING TYPE: TYPE II-B

REQUIREMENTS FOR TYPE II-B CONSTRUCTION:  
 EXTERIOR BEARING WALLS NON-RATED  
 INTERIOR BEARING WALLS NON-RATED  
 EXTERIOR NON-BEARING WALLS NON-RATED  
 PARTITIONS - PERMANENT NON-RATED  
 STRUCTURAL FRAME NON-RATED  
 FLOOR CONSTRUCTION NON-RATED  
 ROOF CONSTRUCTION NON-RATED

TABLE 503 - ALLOWABLE BUILDING HEIGHTS AND AREA (F-1 MOST RESTRICTIVE)  
 MAXIMUM HEIGHT: 3 STORIES / 85 FEET  
 ACTUAL HEIGHT: 1 STORY / 26'-8" FEET  
 MAXIMUM AREA: 15,500 S.F.

ACTUAL AREA:  
 F-1 AREA (SHOP) - 8,010 S.F.  
 B AREA (OFFICE) - 2,185 S.F.  
 TOTAL - 10,195 S.F.

AREA INCREASES: SPRINKLER INCREASE 300% PER SECTION 506.3  
 15,500 + 300% = 48,500 S.F. > 10,195 S.F.

AREA SEPARATIONS:  
 NO SEPARATION REQUIREMENT BETWEEN B AND F-1 - TABLE 508.4  
 BULK OIL IS AN ACCESSORY USE TO THE F-1 OCCUPANCY (NO SEPARATION)  
 FIRE EXTINGUISHERS - PROVIDED PER I.F.C. MAXIMUM TRAVEL DISTANCE 75 FEET.

FIRE SEPARATION DISTANCE:  
 TYPE II-B BUILDINGS LOCATED TEN OR MORE FEET FROM ADJACENT BUILDINGS OR PROPERTY LINES SHALL NOT BE REQUIRED TO HAVE RATED EXTERIOR WALLS.

AUTOMATIC SPRINKLER SYSTEM:  
 PROVIDED IN ACCORDANCE WITH FIRE CODE TABLE 3206.2  
 AUTOMATIC FIRE DETECTION SYSTEM:  
 REQUIRED

SMOKE & HEAT REMOVAL:  
 REQUIRED PER FIRE CODE TABLE 3206.2, INSTALLED PER FIRE CODE SECTION 910

OCCUPANT LOAD:  
 "F-1" AREA - 8,010 SQ FT/200 = 40 OCCUPANTS  
 "B" AREA (MAIN) - 2,185 SQ FT/100 PER PERSON = 29 OCCUPANTS

TOTAL 69 OCCUPANTS

### NUMBER OF EXITS

MAIN FLOOR, B OCCUPANCY >50 OCCUPANTS REQUIRES TWO EXITS (NOT REQUIRED)

### EXIT WIDTH:

CORRIDOR - 29 OCCUPANTS X .2" PER = 6" MIN. (60" PROVIDED)  
 EXIT TRAVEL DISTANCE DOES NOT EXCEED 250 FEET.

ACCESSIBILITY:  
 BUILDING IS DESIGNED IN ACCORDANCE WITH CHAPTER 11 OF THE 2012 IBC AS WELL AS THE ADAAG GUIDELINES.

MECHANICAL, ELECTRICAL, AND PLUMBING WORK SHALL BE COMPLETED ON A DESIGN/BUILD BASIS. DRAWINGS SHALL BE SUBMITTED BY THE INDIVIDUAL SUB-CONTRACTOR RESPONSIBLE FOR THE WORK AND CERTIFIED BY A MECHANICAL / ELECTRICAL ENGINEER AS REQUIRED.



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 registered architect under the laws of the state of Iowa.

KARL E. CHAMBERS  
 License No. 5488  
 Pages or sheets covered by this seal:  
 D100-A101-A102-A103-A104-A201-A202

Date Issued: 2016 FEB 05

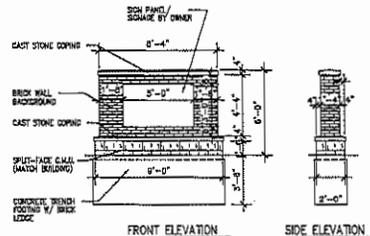
# PROJECT: VOSS CONCRETE BUILDING 1305 SE 28th GRIMES IA

ARCHITECT:  
**IMPRINT ARCHITECTS**

1605 N. ANKENY BLVD, STE 130  
 ANKENY, IA 50023  
 CONTACT: KARL CHAMBERS  
 KARL@IMPRINTARCHITECTS.COM  
 515-965-5336

STRUCTURAL ENGINEER:  
**RAKER RHODES ENGINEERING**

4717 GRAND AVE  
 DES MOINES, IOWA 50312  
 CONTACT: BRIAN THOMAS  
 BTHOMAS@RAKERRHODES.COM  
 515-277-0275



### GENERAL NOTES

- THESE DRAWINGS ARE FOR ARCHITECTURAL DESIGN INTENT ONLY. SEE STRUCTURAL, MECHANICAL OR ELECTRICAL DRAWINGS FOR DESIGN DRAWINGS IF REQUIRED.
- ALL WORK INCLUDED UNDER THIS CONTRACT SHALL BE IN COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL CODES, STANDARDS AND REGULATIONS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO FURNISH ALL AFFIDAVITS, CERTIFICATES AND REPORTS AS MAY BE REQUIRED FOR ANY AND/OR ALL AGENCIES UPON REQUEST.
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- WALLS ARE DIMENSIONED TO CENTERLINE OF METAL STUD.
- ALL INTERIOR FINISHES SHALL MEET CLASS 'O' FLAME SPREAD RATING.

### ABBREVIATIONS

ABV. ABOVE	ACQ. ACQUISITIVE CEILING TILE	ALUM. ALUMINUM	APP. APPENDIX	AWK. AWKING	BRC. BEARING	BWL. BEAM	CAB. CABINET	C.J. CONTROL JOINT	C.D. CEILING	C.M.U. CONCRETE MASONRY UNIT	COL. COLUMN	CONC. CONCRETE	CONT. CONTINUOUS	OPT. CARPET	CSMT CASPNET	CSMT CASPNET TILE	CS. CEILING	DBL. DOUBLE	D.H. DOUBLE HUNG	DM. DIMENSION	DR. DOOR	D.S. DOWNDRAFT	D.W. DOWNSHOWER	EA. EACH	EPS EXTERIOR INSULATION AND FRESH SYSTEM	EL. ELEVATION	EL. EQUAL	EXT. EXISTING	EXT. EXISTING	F.B.G. FURNISHED BY OWNER	F.G. FLOOR GRAIN	F.E. FIRE EXTINGUISHER	FLOR. FLOORING	F.P.P. FIRE RETARDANT PLYWOOD	F.T. FOOTING	G.V. GALVANIZED	G.F. GROUND FAULT CIRCUIT INTERRUPTER	GL. GLASS	G.P. GYPSUM BOARD	H.W. HOLLOW METAL	H.V.A.C. HEATING VENTILATING & AIR CONDITIONING	HORIZ. HORIZONTAL	INSUL. INSULATED/INSULATION	LAV. LAVATORY	MFR. MANUFACTURER	M.C. MEDICINE CABINET	M.D. MEDIUM DENSITY OVERLAY	MTL. METAL	MIDM. MEDIUM	N.T.S. NOT TO SCALE	O.C. ON CENTER	ORND. OVERHEAD	O.H.C. OVERHEAD CABINET	PER. PERESTIAL	PAST. PASTY	PL. PLATE	P. LAM. PLASTIC LAMINATE	P.S.F. FINISHES PER SQUARE FOOT	R.D. ROOF DRAIN	R.F. REFRIGERATOR	R.S. ROUND SAWN	S.D. SMOKE DETECTOR	SK. SHELF	S.F. SQUARE FOOT	S.G.L.D.R. SLIDING GLASS DOOR	SPR. SPRINKLER	TEMP. TEMPERATURE	THD. THRESHOLD	TRE. TREATED	U.N.D. UNLESS NOTED OTHERWISE	VB. VENT BASE	VCT. VENT COMPOSITION TILE	VERT. VERTICAL	W. WITH	W.C. WATER CLOSET	WD. WOOD	W.W. WINDOW	WH. WATER HEATER	W.P. WEATHERPROOF	WR. WATER RESISTANT	W.S. WIRE SHELF
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### SYMBOLS

⬅	ELEVATION DRAWING NUMBER SHEET NUMBER
⬇	SECTION DRAWING NUMBER SHEET NUMBER
⬅	DETAIL DRAWING NUMBER SHEET NUMBER
⬆	ELEVATION HEIGHT ELEVATION TYPE
⬆	DECORATIVE COLUMN TYPE
⬆	DOOR NUMBER
⬆	WINDOW TYPE
⬆	WALL TYPE

### INDEX

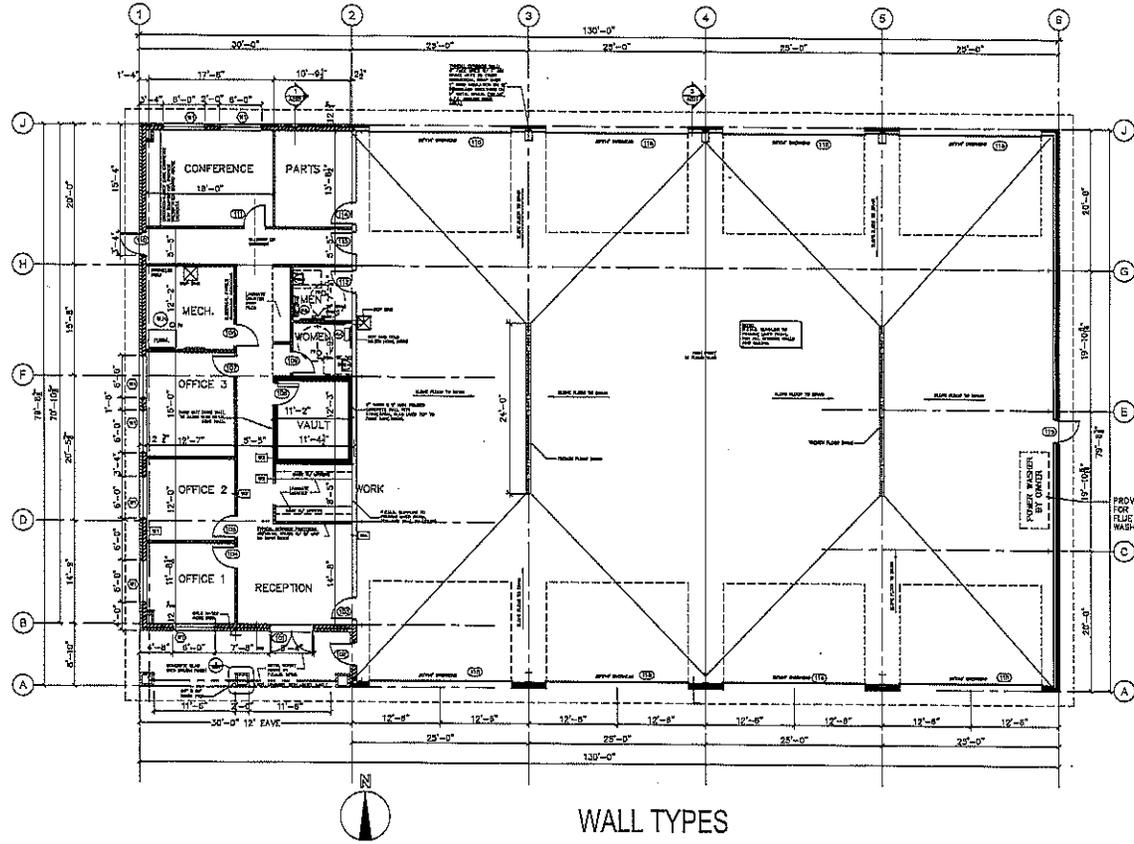
ARCHITECTURAL	ASSOCIATED
CSH	CEILING SHEET
FLR	FLOOR PLAN - 1/4" SCALE
FRM	FOUNDATION PLAN - 1/4" SCALE
INT	INTERIOR FINISHES PLAN - 1/4" SCALE
MEP	MECHANICAL, ELECTRICAL AND PLUMBING PLAN
SEC	SECTION DRAWING
WALL	WALL SECTION

### MATERIALS

CONCRETE BLOCK	GRAVEL	SOUND INSULATION IN WALL
BRICK	GYPSUM BOARD	WOOD OR WOOD STUD WALL
CONCRETE	INSULATION	
CEMENT	PLUMBING	
ROCK INSULATION	STEEL OR STEEL STUD WALL	

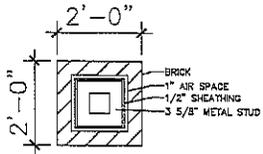
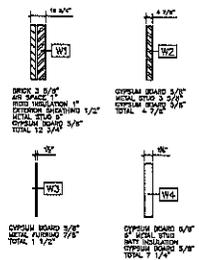
G100

- INTERIOR FINISH NOTES:**
1. FRAME ALL WALLS TO STRUCTURE ABOVE. SEAL AND INSULATE WITH SOUND ATTENUATION BLANKETS.
  2. ALL OFFICES AND CORRIDOR GET 24" X 24" ACUSTICAL CEILING TILE @ 8'-0".
  3. RESTROOMS GET GYP. BD. LUS AT 8'-0" ASF.
  4. MECH-RANGER ROOM HAS NO CEILING.
  5. ALL DOORS TO BE FLUSH OVER IN HOLLOW METAL FRAME, STAINED UNLESS NOTED OTHERWISE.
  6. ALL WINDOWS TO BE ALUMINUM STOREFRONT W/ 1" I.C.

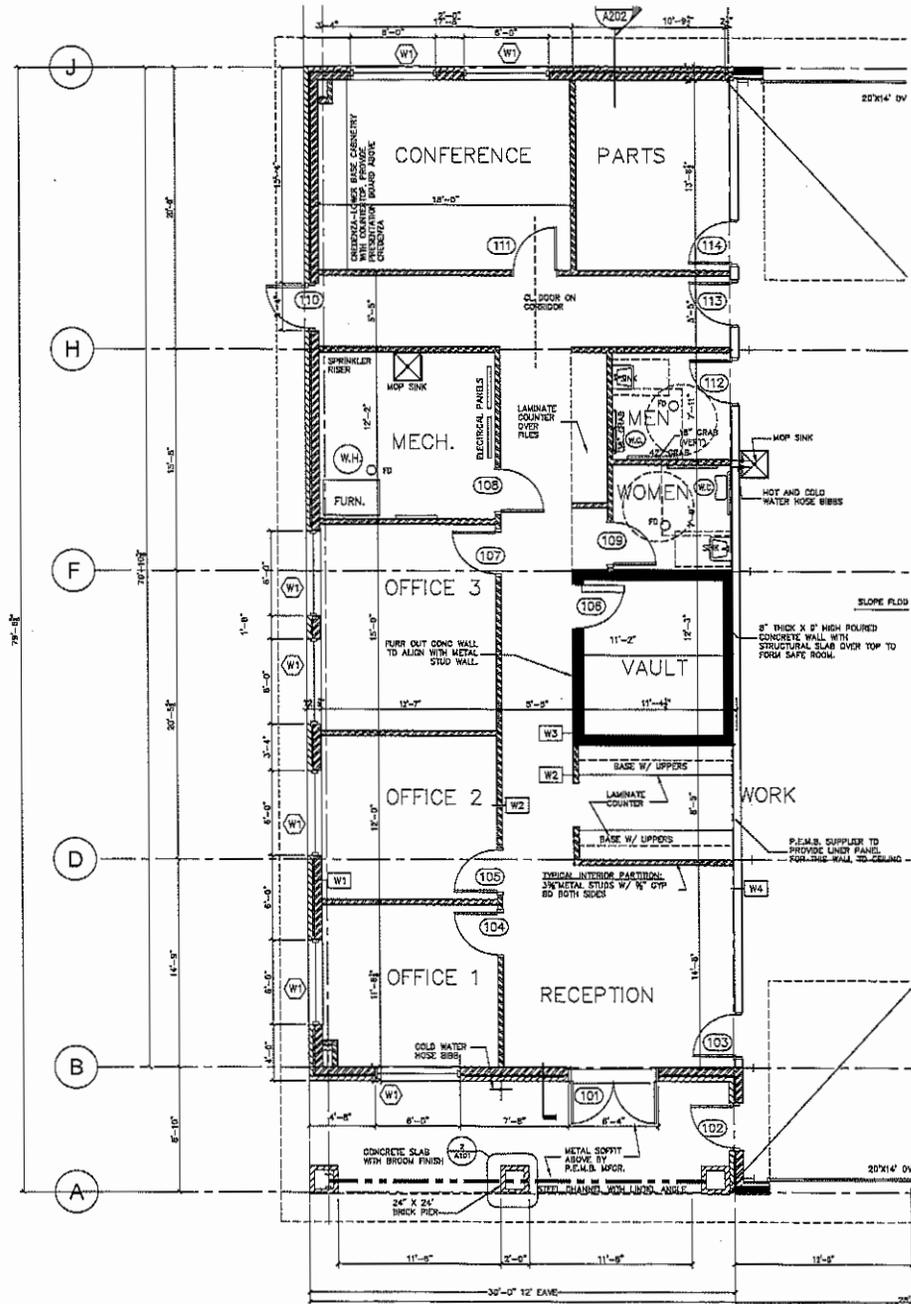


PROVIDE HOOK-UPS FOR WATER, GAS, AND FLUE FOR POWER WASHER

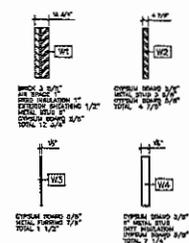
**WALL TYPES**

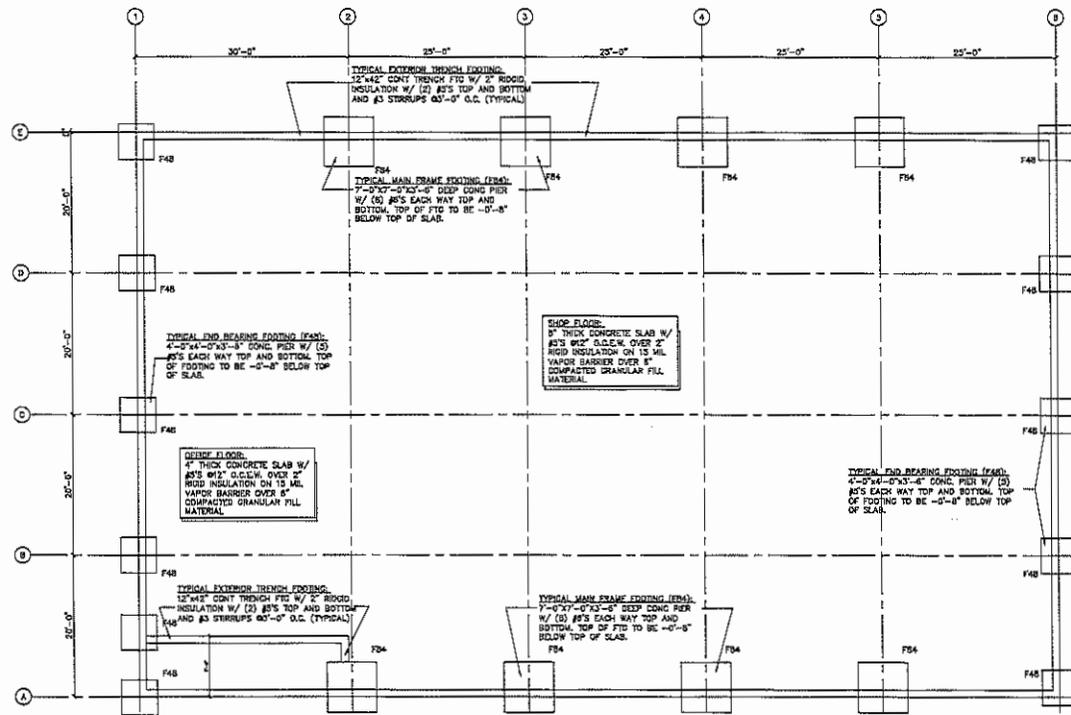


- INTERIOR FINISH NOTES:
1. FRAME ALL WALLS TO STRUCTURE ABOVE. SEAL AND INSULATE WITH SOUND ATTENUATION BLANKETS
  2. ALL OFFICES AND CORRIDOR GET 24" X 24" ACOUSTICAL CEILING TILE @ 9'-0"
  3. RESTROOMS GET GYP. BD. LID AT 9'-0" AFF
  4. MECHANICAL ROOM HAS NO CEILING
  5. ALL DOORS TO BE FLUSH OAK IN HOLLOW METAL FRAME. STAINED UNLESS NOTED OTHERWISE.
  6. ALL WINDOWS TO BE ALUMINUM STOREFRONT W/ 1" I.G.



WALL TYPES





**GENERAL NOTES**

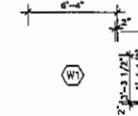
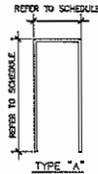
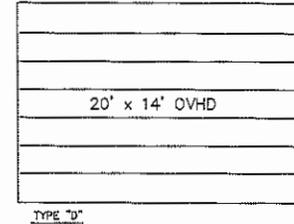
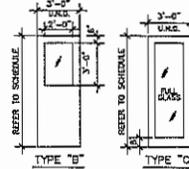
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- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR BARRICADES/ENCLOSURES TO ASSURE PUBLIC, CONTRACTOR EMPLOYEE, AND WORKER PROTECTION AT AREAS OF CONSTRUCTION. COORDINATE EXTENT AND LOCATIONS WITH OWNER.
- INTERRUPTION OF EXISTING UTILITIES AND SERVICES AS NECESSARY MUST BE COORDINATED WITH THE BUILDING OWNER & TENANTS WITH A MINIMUM OF 48 HOURS PRIOR NOTICE.
- NOTIFY ARCHITECT OF ANY DISCREPANCIES FROM THE DRAWINGS. ANY NON-COMPLYING CONDITIONS RESOLVED IN THE FIELD WITHOUT THE ARCHITECT'S KNOWLEDGE OR INPUT DISSOLVES THE ARCHITECT OF ANY RESPONSIBILITY FOR THAT CONDITION.
- ALL WALLS ARE DIMENSIONED TO FACE OF STUD OF INTERIOR WALLS, AND TO INSIDE FACE OF STUD ON EXISTING EXTERIOR WALLS.
- PROVIDE 5/8" WATER RESISTANT GYPSUM BOARD TO ALL WALLS AND CEILINGS AROUND WET AREAS (SERVICE SINKS, BATHROOMS, ETC.).
- TOILET ROOM FINISHES SHALL BE NON-POROUS.
- ALL INTERIOR FINISHES SHALL MEET CLASS 'C' FLAME SPREAD RATING.
- GENERAL CONTRACTOR TO LOCATE ALL FLOOR DRAINS.

DOOR & FRAME SCHEDULE										AL-ALUMINUM GHM-GALVANIZED HOLLOW METAL GL-GLASS		HM-HOLLOW METAL PTD-PAINTED STN-STAINED		WD-WOOD		REMARKS												
DOOR #	TYPE	MATERIAL	FINISH	THICKNESS	WIDTH	HEIGHT	GLASS	LABEL	FRAME TYPE	MATERIAL	FINISH	HEAD	JAMB	SEIL	GLASS		LABEL	LOCK	HANDLES	EXIT DEVICE	CLOSER	PULL	PUSH PLATE	LOOK PLATE	SCOP	BLENDERS	THRESHOLD	FINISH
101	G	AL/GL		1 3/4"	3'-0"	7'-10"	G1	-	A	AL							H1	X	X	X	X	X						PAIR
102	B	GHM	PTD	1 3/4"	3'-0"	7'-10"	G1	-	A	GHM	PTD						H1	X	X	X	X	X						2
103	A	HM	PTD	1 3/4"	3'-0"	8'-0"	-	-	A	HM	PTD						H3	X	X	X	X	X						
104	A	WD	STN	1 3/4"	3'-0"	8'-0"	-	-	A	HM	PTD						H3	X	X	X	X	X						
105	A	WD	STN	1 3/4"	3'-0"	8'-0"	-	-	A	HM	PTD						H3	X	X	X	X	X						
106																												1
107	A	WD	STN	1 3/4"	3'-0"	8'-0"	-	-	A	HM	PTD						H3	X	X	X	X	X						
108	A	WD	STN	1 3/4"	3'-0"	8'-0"	-	-	A	HM	PTD						H2	X	X	X	X	X						
109	A	WD	STN	1 3/4"	3'-0"	8'-0"	-	-	A	HM	PTD						H4	X	X	X	X	X						
110	B	GHM	PTD	1 3/4"	3'-0"	7'-10"	G1	-	A	GHM	PTD						H2	X	X	X	X	X						2
111	A	WD	STN	1 3/4"	3'-0"	8'-0"	-	-	A	HM	PTD						H4	X	X	X	X	X						
112	A	HM	PTD	1 3/4"	3'-0"	8'-0"	-	-	A	HM	PTD						H4	X	X	X	X	X						
113	A	HM	PTD	1 3/4"	3'-0"	8'-0"	-	-	A	HM	PTD						H3	X	X	X	X	X						
114	A	HM	PTD	1 3/4"	3'-0"	8'-0"	-	-	A	HM	PTD						H5	X	X	X	X	X						
115	B	GHM	PTD	1 3/4"	3'-0"	7'-10"	G1	-	A	GHM	PTD						H1	X	X	X	X	X						2
116	D				20'-0"	14'-0"																						3

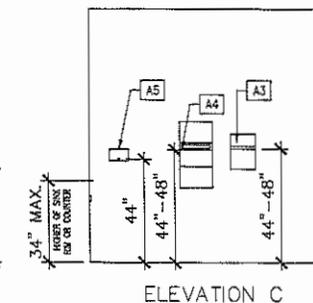
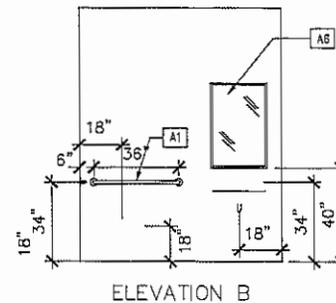
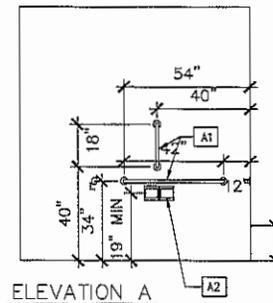
REMARKS:  
 1. CUSTOM DOOR SUPPLIED BY OWNER, INSTALLED BY CONTRACTOR.  
 2. SUPPLIED BY P.E.M.B.  
 3. OVERHEAD GARAGE DOOR-INSULATED

GLASS TYPES:  
 G1-CLEAR TEMPERED

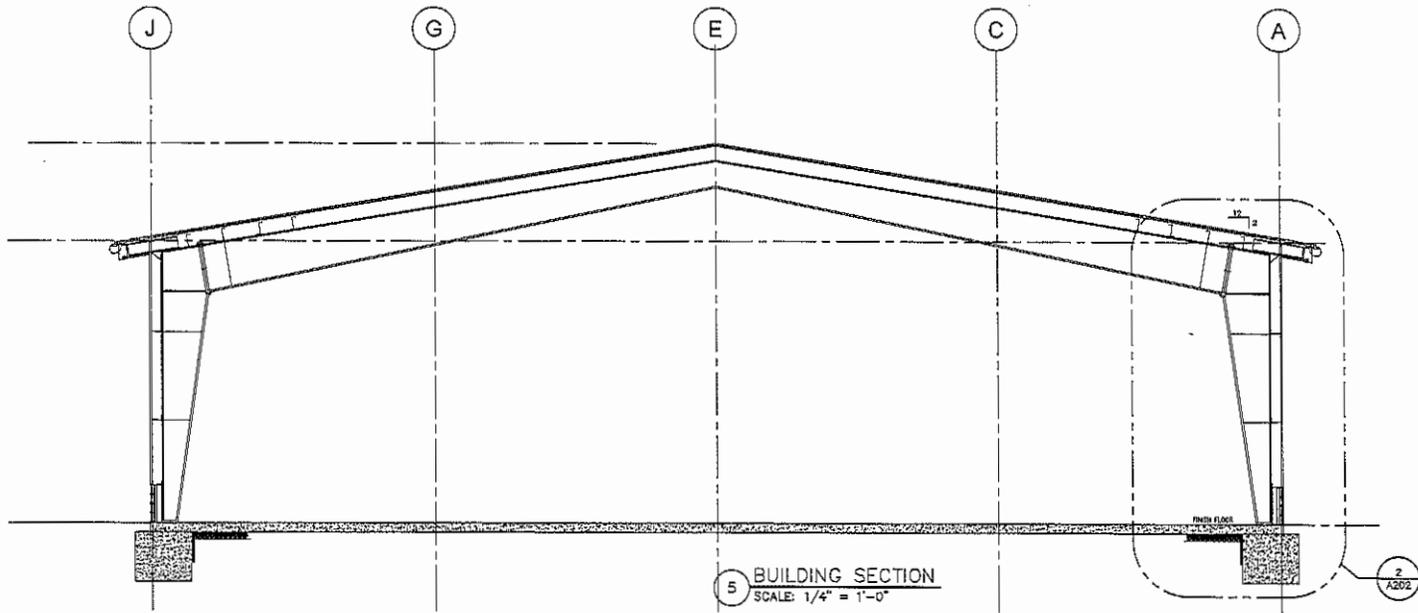
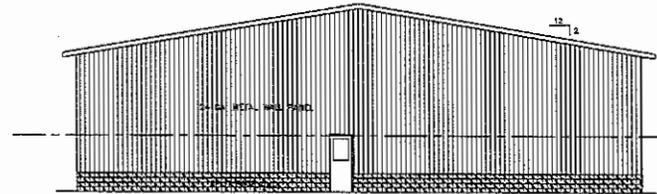
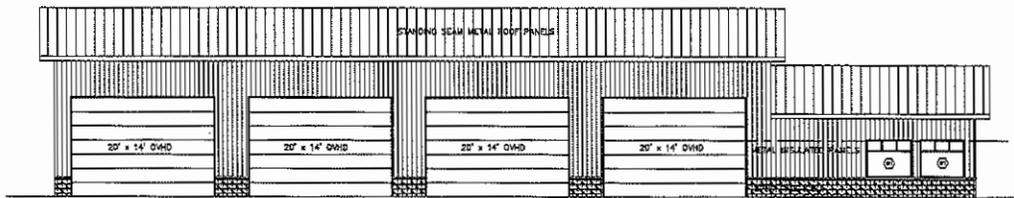
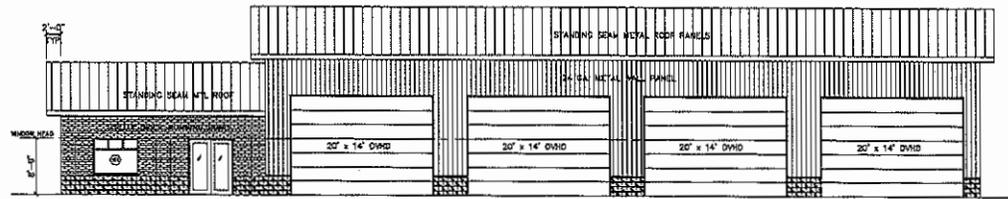
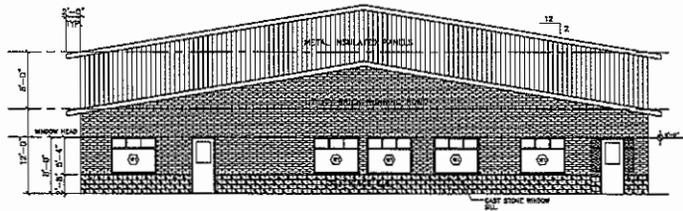
H1: PASSAGE HARDWARE-VESTIBULE  
 H2: PASSAGE HARDWARE  
 H3: OFFICE LOCKSET  
 H4: OFFICE LOCKSET  
 H5: STORAGE LOCKSET



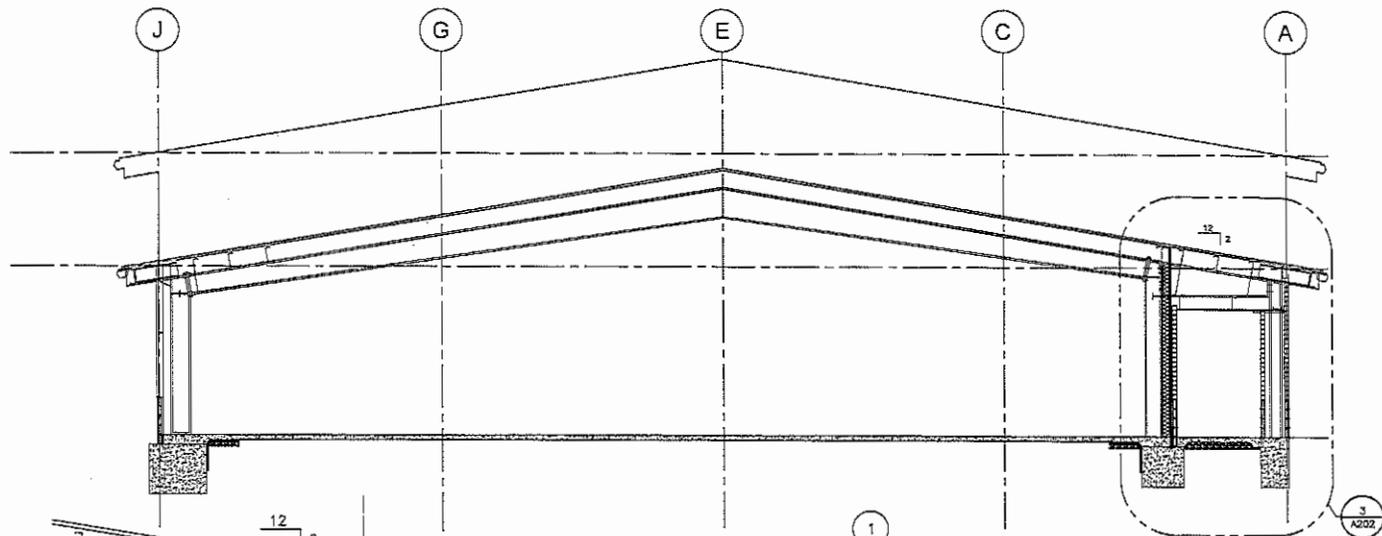
TOILET ROOM NOTES		
A. CONTRACTOR TO VERIFY ALL ACCESSORIES WITH OWNER		
B. REFER TO PLANS AND ELEVATIONS FOR LOCATIONS		
C. PROVIDE BLOODING IN WALLS AS PER TOILET FINISHES		
TOILET ROOM ACCESSORIES		
A-1	GRAB BARS	AS 1 1/2" DIA. CHROME BAR (BIDDY 3002) * SEE ELEVATIONS FOR BIDDY LOCATIONS & MOUNTING HEIGHTS
A-2	TOILET TISSUE DISPENSER	AS 6" DIA. WALL MOUNT-RECESSED W/ 2" PASS
A-3	HANDEN DISPOSAL (WOMAN'S RM ONLY)	AS RECESSED, W/ 2" PASS
A-4	PAPER TOWEL DISPENSER (W/AVE RECEPTACLE)	AS RECESSED, W/ 2" PASS
A-5	SOAP DISPENSER	AS 2" DIA. MOUNTED HORIZONTAL SOAP DISPENSER MODEL 2110
A-6	MIRROR	AS 24" WIDE, 36" H 24" X 36" CHANNEL FRAME MIRROR



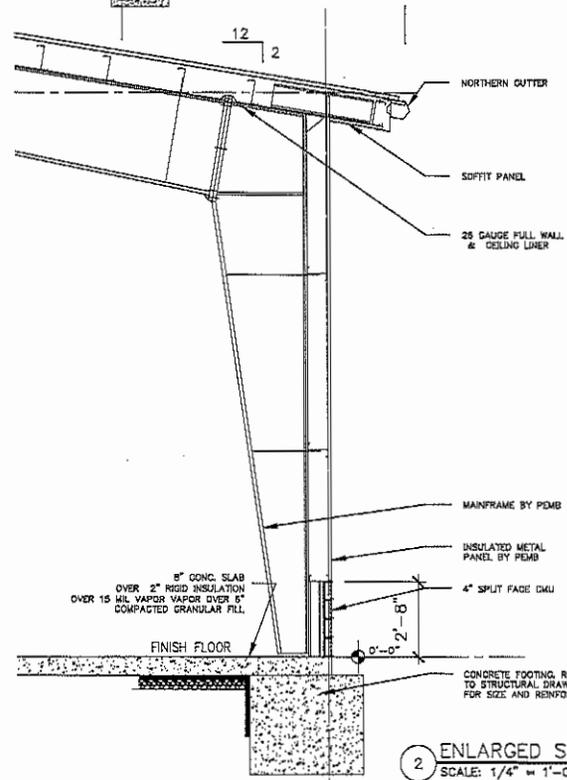
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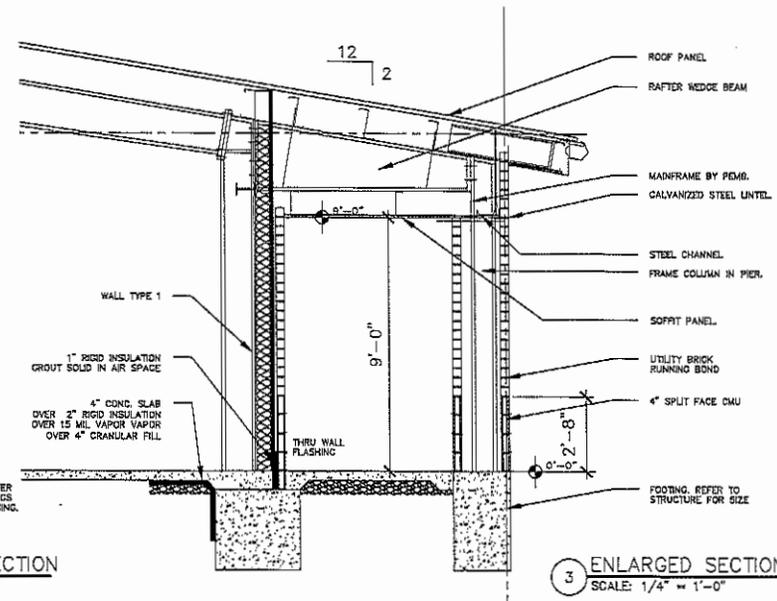
A201



1 BUILDING SECTION  
SCALE: 1/4" = 1'-0"



2 ENLARGED SECTION  
SCALE: 1/4" = 1'-0"



3 ENLARGED SECTION  
SCALE: 1/4" = 1'-0"

A202



April 10, 2015

**Mr. Dan DeCamp**  
Abaci Consulting, Inc.  
101 NE Circle Drive  
Grimes, IA 50111

**100 NE 2<sup>nd</sup> Street Parking Lot Construction – Site Plan**

*FOX Ref No: 8630-15C.240*

FOX Engineering has completed the second review of the 100 NE 2<sup>nd</sup> Street parking Lot Construction Site Plan dated April 8, 2015. Please address the following comments:

**General Comments:**

1. Discussion is necessary whether further screening is necessary for reinforcing steel that is planned to be stored on the paved area north of the east storage building.

**Sheet 1 - Cover:**

2. Please add the landscaping plan to be included in the planset.

**Sheet 3 – Grading & Erosion Control:**

3. Please consider providing erosion control at the NW corner of the east detention area near the curb line as it appears that the stormwater from the north will be concentrated at this location.

**Sheet 4 – Storm Sewer, Water, & Sanitary Sewer:**

4. Will there be roof drains on the main structure? If so, please show. Is that what “D” stands for?
5. Please provide a curb stop for the domestic line coming into the building.

**Landscape Plan:**

6. Please clarify how the open areas (other than detention areas) will be seeded. This does not seem to be specified anywhere. It is assumed that this will be SUDAS Type 1 lawn seeding or equivalent.

**Storm Water Pollution Prevention Plan:**

7. Please provide a SWPPP for review.
8. Please provide NPDES permit.
9. Please submit a City of Grimes Grading/Certification for Development form.

**Storm water Management Plan:**

10. The Summary for Pond 2P indicates that the “#2 Secondary Device” is made up of a 7” Horizontal Orifice/Grate. However, should this outlet length/height actually be the weir length to accurately model the flows into the intake? Would 7-inches equate to a standpipe that is 7” in diameter? Please clarify and revise accordingly.
11. Please reference the M-Keds stormwater management plan as verification that the proposed discharge will be far less than allowed.

---

**Elevation Plan**

12. It is highly recommended that you bring detailed building materials and color schemes with you to P & Z.

**Post Construction Stormwater Agreement**

13. Please submit a post construction stormwater agreement for this development. The agreement should identify all existing and proposed stormwater facilities that require inspections as per the ordinance. This agreement should define how the pond vegetation and structures shall be maintained.

**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:**

**PLANNING & ZONING:** March 1, 2016 at 5:30 at the Grimes City Hall

**COUNCIL MEETING:** March 8, 2016 at 5:30 at the Grimes City Hall

Please do not submit hard copies of the site plan or any submittals to the city of Grimes. Hard copies of signed plan sets are required after all revisions are made and the site plan is completely finalized.

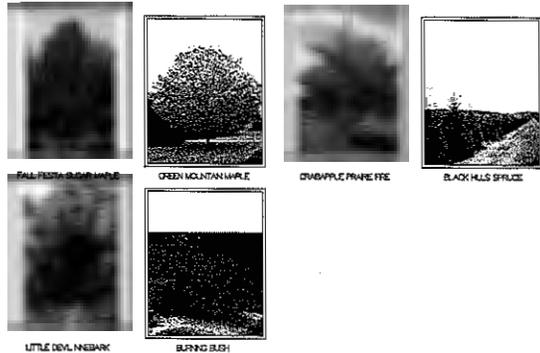
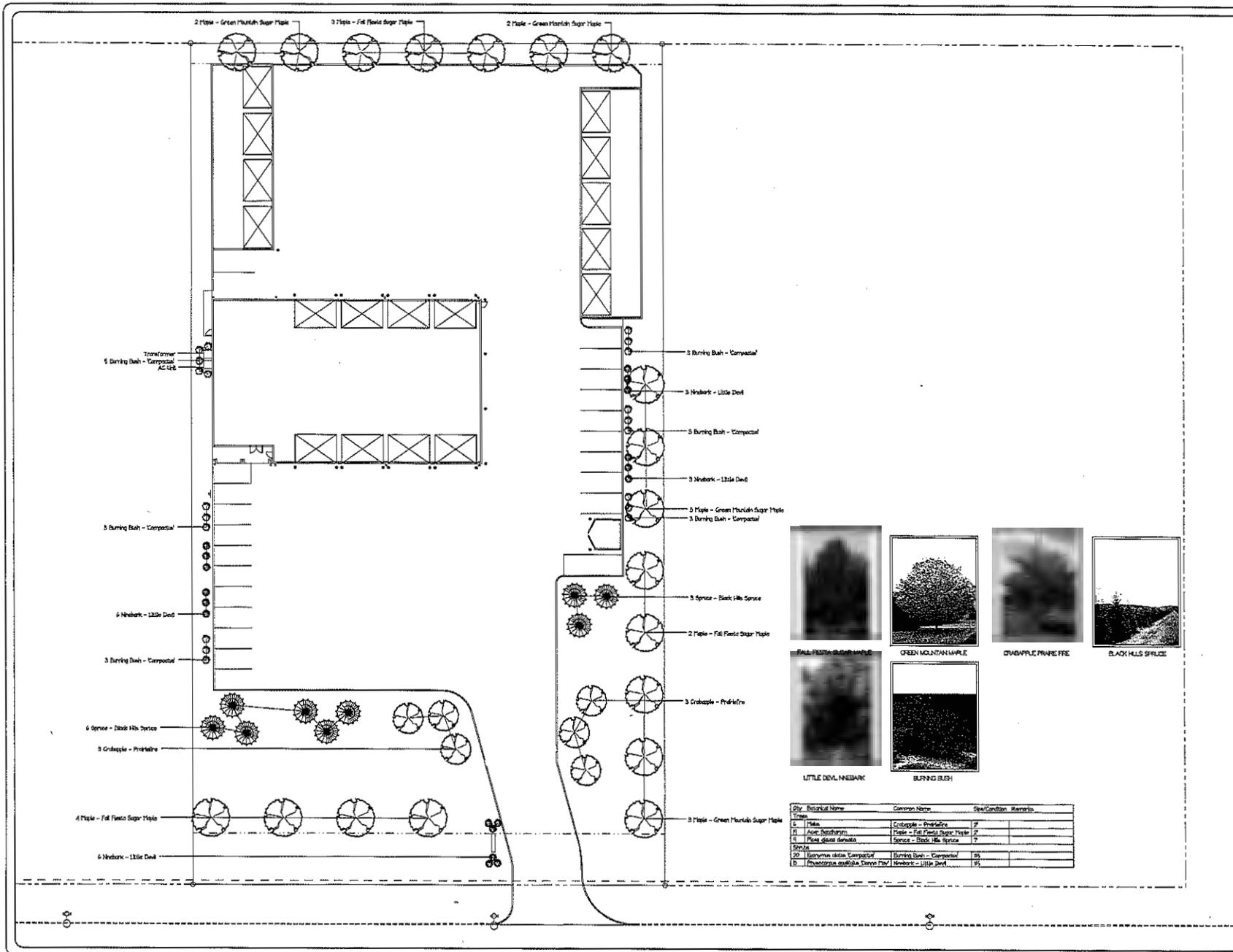
If you have any questions or concerns, please contact John Gade or myself at (515) 233-0000.

FOX ENGINEERING ASSOCIATES, INC.

*Mitch Holtz*

Mitch Holtz, P.E.

Copy to: Kelley Brown, City of Grimes  
Scott Clyce, City of Grimes



Qty	Botanical Name	Common Name	Size/Condition	Remarks
2	Maple	Crabapple - Pricklytree	7'	
21	Acer floridanum	Maple - Fall Fiesta Sugar Maple	7'	
3	Picea canadensis	Spruce - Black Hills Spruce	7'	
30	Euonymus alatus	Burning Bush - Compacta	6'	
6	Physocarpus opulifolius	Nivalink - Little Dend	14'	

NOTES




The information in this document is the property of Twin Oaks Landscaping and is proprietary and / or copyright material. This information and this document may not be used without the express authorization of Twin Oaks Landscaping. Any unauthorized use or disclosure is unlawful.

L301

DATE	5-27	PROJECT	
DRAWN			
CHECKED			
DATE			

GRIMES RESOLUTION NO. 03-0316

WHEREAS, the City of Grimes has an obligation to provide its citizens with a plentiful and safe supply of water; and

WHEREAS, a large portion of the Grimes water supply has recently become aerated, making it unsuitable for water treatment for use by the citizens of Grimes; and

WHEREAS, the large amount of aerated water has forced the water treatment plant to take additional steps in which to eliminate aerated water so that there is access to water which is suitable for treatment, but this has increased costs and reduced the Grimes' water treatment's capacity to provide enough water capacity for projected high use in the Spring and Summer months; and

WHEREAS, there are no reliable sources of supplemental water that may be purchased on a long term basis for meeting Grimes' needs in the upcoming months; and

WHEREAS, the Grimes City Engineer has certified that the emergency repairs are necessary (see attached Exhibit A); and

WHEREAS, a repair alternative recommended by the City Engineer could be available, installed and operational by June, but will cost in excess of \$30,000.00; and

WHEREAS, the advertising and public letting process to obtain the equipment for the repair alternative would require time that would make it impossible to have the equipment installed prior to August or September of this year; and

WHEREAS, it is the determination of the Mayor and City Council that there is a necessity to institute an emergency proceeding under Iowa Code Section 384.103(2) to have this equipment installed as early as possible, because to follow the bidding process might cause serious loss or injury to Grimes; and

IT IS HEREBY RESOLVED, by the Grimes City Council that:

1. There is a necessity to institute emergency proceedings under Iowa Code Section 384.103(2) to purchase water treatment equipment to be installed at the water treatment plant to meet the City of Grimes' need for clean and plentiful water, and that a delay in having this equipment installed that would occur by advertising and public letting might cause serious loss or injury to the City.
2. The Grimes City Engineer has certified that the emergency repairs are necessary to the water treatment facility.
3. The Mayor is hereby authorized to accept, enter into, and make payment under a contract for emergency repairs without holding a public hearing or advertising for bids as the provisions of Iowa Code Chapter 26 do not apply. (See attached Exhibit B).

This Resolution passed by a vote of \_\_\_\_\_ to \_\_\_\_\_, on this \_\_\_\_\_ day of February, 2016.

ATTEST:

CITY OF GRIMES, IOWA

\_\_\_\_\_  
Rochelle Williams, City Clerk

\_\_\_\_\_  
Thomas M. Armstrong, Mayor

**NOTICE OF PUBLIC HEARING  
BUDGET ESTIMATE**

FISCAL YEAR BEGINNING JULY 1, 2016 - ENDING JUNE 30, 2017

City of Grimes, Iowa

The City Council will conduct a public hearing on the proposed Budget at Grimes City Hall 101 NE Harvey Street  
on 03/08/2016 at 5:30 p.m.

The Budget Estimate Summary of proposed receipts and expenditures is shown below.

Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property ... 12.91473

The estimated tax levy rate per \$1000 valuation on Agricultural land is ... 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

515-986-3036  
phone number

Kelley Brown, City Administrator  
City Clerk/Finance Officer's NAME

		Budget FY 2017	Re-est. FY 2016	Actual FY 2015
		(a)	(b)	(c)
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	7,215,858	6,404,140	6,109,133
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	<b>3</b>	<b>7,215,858</b>	<b>6,404,140</b>	<b>6,109,133</b>
Delinquent Property Taxes	4	1,000	1,000	0
TIF Revenues	5	1,724,601	1,351,603	1,298,253
Other City Taxes	6	356,102	332,733	267,063
Licenses & Permits	7	422,025	532,525	655,214
Use of Money and Property	8	43,500	52,800	153,058
Intergovernmental	9	2,034,954	1,289,379	1,635,992
Charges for Services	10	5,897,200	5,807,100	5,497,314
Special Assessments	11	100,000	100,000	161,553
Miscellaneous	12	78,000	72,000	215,820
Other Financing Sources	13	2,000,000	3,758,000	9,082,736
Transfers In	14	4,868,912	3,842,827	6,409,140
<b>Total Revenues and Other Sources</b>	<b>15</b>	<b>24,740,152</b>	<b>23,544,107</b>	<b>31,485,276</b>
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	3,517,441	3,125,591	2,433,724
Public Works	17	2,484,115	2,014,000	1,640,767
Health and Social Services	18	30,000	30,000	17,350
Culture and Recreation	19	1,481,570	1,246,766	1,512,321
Community and Economic Development	20	179,110	162,570	143,281
General Government	21	1,081,931	887,609	1,044,049
Debt Service	22	3,061,789	3,459,292	5,706,862
Capital Projects	23	7,125,000	7,225,000	6,020,914
<b>Total Government Activities Expenditures</b>	<b>24</b>	<b>18,950,956</b>	<b>18,150,828</b>	<b>18,519,268</b>
Business Type / Enterprises	25	4,244,808	4,195,292	3,280,834
<b>Total ALL Expenditures</b>	<b>26</b>	<b>23,205,764</b>	<b>22,346,120</b>	<b>21,800,102</b>
Transfers Out	27	4,868,912	3,842,827	6,409,140
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>28,072,676</b>	<b>26,188,947</b>	<b>28,209,242</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>-3,332,524</b>	<b>-2,644,840</b>	<b>3,276,034</b>
Beginning Fund Balance July 1	30	14,627,175	17,272,015	13,995,981
<b>Ending Fund Balance June 30</b>	<b>31</b>	<b>11,294,651</b>	<b>14,627,175</b>	<b>17,272,015</b>



**CITY COUNCIL MEETING**  
**Workshop Immediately Following Council Meeting**  
**Tuesday March 8, 2016**  
**Grimes City Hall**

**Following the City Council Meeting**  
**Mayor Tom Armstrong**

**City Council: Jill Altringer, Ty Blackford, Doug Bickford, Jeremy Hamp, Eric Johansen**  
**City Administrator Kelley Brown, City Clerk Rochelle Williams,**  
**City Treasurer Deb Gallagher**  
**City Attorneys Tom Henderson**  
**City Engineer John Gade**

**I. GENERAL AGENDA ITEMS**

1. Call to Order
2. Roll Call
3. Approval of the Agenda
4. Tiny House Discussion
5. Wrap Up Discussions on Budget for 2016-17
6. New Business
  - a. general discussion

**II. ADJOURNMENT.**



101 N Harvey Grimes, Iowa 50111 Phone 515.986.3036 Fax 505.986.3846

## Tiny House Research

**Dear Honorable Mayor and Council Member,**

The Building Department has done extensive research of the Tiny House issue and here are our findings.

We contacted cities in the metro area along with other cities in the state. Currently there is not any jurisdiction that has a Building Code that would allow the tiny houses in their City proper. Some cities have said they wouldn't allow them based on zoning requirements and not meeting the minimum foot print of both width and depth of the lot. Other cities are like ours and would not allow them because they would not meet Building Code requirements. We have included email correspondence of their responses.

The life expectancy of these homes would be close to a modern 2x4 Single Family House, of course based on individual builder's knowledge base of Residential Code structural requirements and how closely they follow them.

Nationally cities that have approved them have done so by creating a PUD or Village as some call them. They would need to modify their Building Codes for the PUD as well. I included the potential changes below where they modified to utilize some base requirements of an efficiency apartment.

Below is a list of researched pros and cons the staff put together:

### PROS

- 1) Affordable
- 2) Low cost of living
- 3) Small environmental footprint

### CONS:

- 1) Not legal anywhere in Iowa unless a PUD is constructed
- 2) Does not meet code requirements (i.e. square footage, ceiling height, stair height)

- 3) Most covenants and or zoning ordinances have a square footage requirement
- 4) No permanent foundation
- 5) Utility hookups needed
- 6) House size is trending up
- 7) Not enough interest to construct a PUD

A trend has been started with downsizing living space and some have gone to extremely small. Some houses being built are less than 160 sqft, the average of the "Tiny Houses" are around 250 sqft. Most of the time the houses are in Cities that do not have building codes or ag properties without building requirements. Currently the more dense population of tiny home builders are in Colorado, Florida, Texas, Wisconsin and California.

Currently our Ordinance Zoning Code does not have a minimum depth requirement for a house but only a minimum width (20 ft). Some of the tiny houses could meet the width even though they may be only 8-12 feet in depth.

Our Residential Building Code is the factor that is preventing a tiny house to be installed at the current time. The Code has minimum sqft to be considered as habitual below are those requirements.

IRC 2009 Chapter 3 (Residential Code)

In typical houses, all living, sleeping, eating or cooking areas qualify as habitable spaces. Bathrooms, toilet rooms, closets, halls, storage or utility spaces aren't defined as habitable, for any dwelling. Here are minimum room sizes:

- *Minimum area.* One habitable room that's at least 120 square feet.
- *Other rooms.* At least 70 square feet.
- *Minimum dimensions.* At least 7 feet in any horizontal dimension.
- *Height effect on room area.* At least 7 feet high. If sloped, also over 5 feet.

In cities that have allowed the tiny houses have done so by modifying their codes to allow a tiny house to meet the requirements of an efficiency dwelling unit described in the Building Code. See below.

#### **1208.4 Efficiency dwelling units.**

An efficiency living unit shall conform to the requirements of the code except as modified herein:

1. The unit shall have a living room of not less than 220 square feet (20.4 m<sup>2</sup>) of floor area. An additional 100 square feet (9.3 m<sup>2</sup>) of floor area shall be provided for each occupant of such unit in excess of two.

2. The unit shall be provided with a separate closet.
3. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided.
4. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.

The Residential Code 2015 which we may adopt this removes the 120 square feet minimum requirement.

Some of the tiny dwellers like the mobility of their tiny house so they would not be willing to remove the wheels to anchor the house to footings or spend the extra money on footings so this would disqualify them from a standard lot and would be classified as a RV which could be parked in a backyard of an existing house. Some cities have limitations on temporary habitation of RV's.

Below is metro area Building and Zoning Responses

## METRO AREA RESPONSES TO TINY HOUSES

**Initial Question:** Recently, we had a resident approach the city and ask to place a tiny home on a residential lot. The house measure 24 X 8 and only has 6'6" ceiling on the first floor and approximately a 5'5" ceiling on the second floor loft area. His request was denied due to several code issues, but he spoke with the city council about changing the ordinance. Before the city council makes a decision, they want all possible information. What do your codes and ordinances state about tiny houses?

### **Responses:**

**Polk County:** Residential houses have to meet the room sizes and ceiling height in the IRC and other sections. This is what we use. – Christopher Rardin

**City of Clive:** I think it would be a great option as an accessory dwelling unit! Our ordinance establishes minimum floor area requirements based upon the Zoning District. See below. Without a variance, you aren't going to get anywhere close to a "tiny house". For example, R-5 is going to be the least restrictive, allowing 900 square feet for a single story. The minimums go up from there. Let us know if you need anything else. – Ryan Mayer

**City of Ankeny:** Good afternoon. Neither our current zoning or construction codes define or mention tiny houses or offer relief thereto from code requirements. – Jeff Junker

**City of Waukee:** My response for Waukee would mirror [City of Ankeny's] response. – Keith Rash

**City of Altoona:** My response for Waukee would mirror [City of Ankeny's] response. – Jeff Harden

**City of Johnston:** My response for Waukee would mirror [City of Ankeny's] response. – Doug Sandvig

**City of Pleasant Hill:** We have an ordinance that has a minimum requirement for residential structures, that would not allow the "tiny house" that you have described. – Mike Pardekooper

**City of West Des Moines:** We do not have any specific language one way or the other regarding tiny houses. However, unless a developer comes in with a very specific project designed for "tiny houses" it would seem that their biggest obstacle would be the existing restrictive covenants in most neighborhoods, which we do not enforce, and the cost of the lot. There is one additional factor in West Des Moines that may affect the small house intent. A few years back, a provision was added to our zoning ordinance that requires a minimum of a 1 ½ car garage for any single family house or town house. I believe the intent was to encourage a place for storage on any new or re-developed project. – Rod VanGenderen

**City of Des Moines:** Tiny Homes are not defined in our zoning ordinances, but the regulations are not conducive to building such small structures in residential zoning districts. The best way for such a proposal to work in Des Moines will be through a planned unit development (PUD) that allows such construction to take place. Good luck. – Cody Christensen

Below is a Tiny Home Owners List of his perceived Pros and Cons and community responses.

## Actual Tiny Home Resident pro's and con's list

### CONS of TINY HOUSE LIVING:

1. No home office space. We both work for ourselves (a builder and a designer) and need space for filing, accounting, bidding, designing, planning, and creating.
2. No personal space. When a couple gets married they are still two individual humans with individual needs. The book, A Pattern Language, writes that a house for a couple needs separate spaces for each individual (pattern 77). A Tiny House just doesn't provide this on it's own. Perhaps with a shop and a studio we could have made it work. Perhaps our own train? With 3-4 cars...
3. Not enough storage space – for everyday items or for bulk storage. Getting things out and putting them away was a complex puzzle. We were always losing stuff, believe it or not. Too tucked away maybe?
4. Hitting elbows on walls... Hitting elbows on each other... tripping over the dog... Claustrophobic.
5. No room for yoga... or just stretching out on the floor... playing with the dog. I've spent a lot of time laying out on the living room rug in our new rental house... feels so spacious!
6. Really hot in the summer. Mobile Tiny Houses cannot have large roof overhangs, allowing for too much solar gain in the summer.
7. Small Kitchen = we started eating a lot of Trader Joe's frozen dinners that only required one pan to cook. Ugh. Not healthy.
8. No privacy.
9. Toilets... I've written about tiny house toilet woes and options a lot... and decided that flushing toilets are the nectar of the gods. We're going to be adding a flush RV toilet connected to a septic system.
10. No bathtub.

### PROS of TINY HOUSE LIVING:

1. You're always close to a window when you're inside = intimate connection to the outdoors.
2. Very cozy in the winter – easy to warm up and keep warm.
3. Affordable to build – you can own your own home! Freedom from a mortgage!
4. Mobile. Great if you're not sure where you want to live.
5. Very cheap to live in. We paid \$300 – \$400 a month rent for land + maybe \$40 a month for propane and electricity. Easy to save up money for... a bigger house.
6. Very efficient to clean. And very efficient to communicate with others in the house – no intercom system required!
7. Easy to renovate – you own it and it's inexpensive to make changes.
8. Small environmental footprint.
9. Great conversation starter! You live in a what? How big?? Oh wow.
10. Fosters community. Claustrophobia will drive you out into public where you can sprawl out on the floors of cafes and coffee shops. Also, you'll develop a ... memorable relationship with your neighbors when you fire up that incinerating toilet.

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## **New Zoning/Development Code Details**

The City of Fresno enacted a new Development Code in November 2015 which is very favorable to tiny homes and tiny homes on wheels on single family residential lots of 6000 sq ft or more (5000 sq ft if corner lot) as secondary dwelling units.

Specifically, Code Section 15-2754 Second Dwelling Units, Backyard Cottages, and Accessory Living Quarters, sets forth regulations for siting such units and further adds a definition in the code to include "tiny homes on wheels" as an acceptable "backyard cottage."

This new ordinance, which goes in affect January 3, 2016, becomes a template that can be used by other cities and counties for permitting tiny homes and tiny homes on wheels.

We must give a great deal of thanks to Fresno Council Member Esmeralda Soria for carrying forward such progressive legislation in the Development Code update. We at California Tiny Homes are proud that Member Soria represents our business in her Council district. We were pleased that Fresno Mayor Ashley Swearengin is a supporter of the tiny home movement and, with assistance from the City's Development Department, moved forward to make the code changes a reality. The Fresno City Council unanimously accepted these amendments for tiny homes on wheels.

Below is a complete copy of the relevant sections of the City of Fresno Development code:

### **Recently enacted City of Fresno Development Code Requirements for Second Dwelling Units, Backyard Cottages (including Tiny Homes on Wheels), and Accessory Living Quarters (Effective January 3, 2016)**

#### **15-2754 Second Dwelling Units, Backyard Cottages, and Accessory Living Quarters**

**A. Purpose.** The purpose of this section is to:

- 1. Maintain the character of single-family neighborhoods;**
- 2. Ensure that new units are in harmony with developed neighborhoods; and**
- 3. Allow Second Dwelling Units as an accessory use to Single-Unit Dwellings, consistent with the Government Code (Section 65852.2).**

**B. Architectural Compatibility.** If visible from a public street or park, the architectural design, roofing material, exterior materials and colors, roof pitch and style, type of windows, and trim details of the Second Dwelling Unit, Backyard Cottage, or Accessory Living Quarters shall be substantially the same as and visually compatible with the primary dwelling.

**C. District Standards.** Second Dwelling Units, Backyard Cottages and Accessory Living Quarters may be established on any lot in any residential district where single-unit dwellings are permitted. Only one Second Unit, Backyard Cottage or Accessory Living Quarters may be permitted on any one lot. Minor Deviations and/or Variances to meet the minimum lot sizes are not permitted.

**D. Minimum Lot Sizes.**

- 1. Second Dwelling Unit. 6,200 square feet.**
- 2. Backyard Cottage.**
  - a. Interior Lot Size: 6,000 square feet.**
  - b. Corner Lot Size: 5,000 square feet.**
- 3. Accessory Living Quarters. 5,000 square feet.**

**E. Type of Unit.**

1. **Second Dwelling Unit.** May provide separate, independent living quarters for one household. Units may be attached, detached, or located within the living areas of the primary dwelling unit on the lot, subject to the standards of this subsection. Kitchens, including cooking devices are permitted.

2. **Backyard Cottage.** May provide separate, independent living quarters for one household. Units may be attached, detached, or located within the living areas of the primary dwelling unit on the lot, subject to the standards of this subsection. Kitchens, including cooking devices are permitted. Backyard Cottages shall be located behind the primary dwelling unit, unless attached and integral to the primary dwelling unit.

a. A Tiny House may be considered a Backyard Cottage if it meets all the requirements of this section.

b. The Director shall review the design of the Tiny House to insure that the structure is compatible with the main home and the neighborhood.

3. **Accessory Living Quarters.** Accessory Living Quarters provide dependent living quarters. They may be attached, detached, or located within the living areas of the primary dwelling unit on the lot, subject to the standards of this subsection. Accessory Living Quarters may not provide kitchen facilities, however a bar sink and an undercounter refrigerator are allowed, but no cooking devices or other food storage facilities are permitted. Accessory Living Quarters shall not be located in front of the primary single-family dwelling.

**F. Maximum Floor Area.** The following are the maximum square footages of habitable area. The following calculations only include habitable floor space. Minor Deviations and/or Variances are not permitted to increase the maximum floor areas.

1. **Second Dwelling Units.** 1,250 square feet.

2. **Backyard Cottages.** 440 square feet.

3. **Accessory Living Quarters.** 500 square feet or 30 percent of the primary single-family dwelling, whichever is less.

**G. Development Standards.** Units shall conform to the height, setbacks, lot coverage and other zoning requirements of the zoning district in which the site is located, the development standards as may be modified per this subsection, other requirements of the zoning ordinance, and other applicable City codes.

**H. Lot Coverage.** Per the underlying zone district.

**I. Setbacks.**

1. **Front Yards.** Per the underlying zone district.

2. **Side Yards/Street Side Yards.** Per the underlying district.

3. **Rear Yards.** Shall be separated from the main home by a minimum of six feet.

a. *Second Dwelling Unit.* Per the underlying zone district.

b. *Backyard Cottage and Accessory Living Quarters.*

i. **Alley Present.** Three feet.

ii. **No Alley Present.**

(1) *Abutting an RS.* 10 feet.

c. A tandem parking space may also be used to meet the parking requirement for the Second Dwelling Unit, providing such space will not encumber access to a required parking space for the primary single-unit dwelling.

d. An existing two vehicle garage and/or carport may not be provided in-lieu of these parking requirements unless the parking spaces are accessed from different garage doors.

3. Backyard Cottage. No additional parking required.

4. Accessory Living Quarters. No additional parking required.

O. Access. Vehicular access shall be provided in the following manner:

1. Driveways. Shall be provided per the underlying district.

2. Pedestrian access. An all-weather surface path to the Second Dwelling Unit, Backyard Cottage, or Accessory Living Quarters shall be provided from the street frontage.

P. Mechanical Equipment. Mechanical equipment shall be located on the ground or, in the case of a tiny house on wheels, incorporated into the structure, but shall in no case be located on the roof.

Q. Utility Meters/Addresses.

1. Second Dwelling Units. Separate gas and electric meters may be permitted if approved by the Building Official and Pacific Gas & Electric.

2. Backyard Cottage and Accessory Living Quarters. Separate utility meters and/or addresses are not permitted.

R. Home Occupations. Home occupations are permitted pursuant to Section 15-2735, Home Occupations.

S. Airports. All applications shall comply with operative airports plans.

T. Owner Occupancy Requirements. The following shall apply prior to the issuance of a building permit.

1. Second Dwelling Unit and Backyard Cottage.

a. Either the primary dwelling unit, the Second Dwelling Unit, or the Backyard Cottage shall be owner-occupied.

b. The property owner shall enter into a restrictive covenant with the City, which shall be recorded against the property.

c. The covenant shall confirm that either the primary dwelling unit, the Second Dwelling Unit, or the Backyard Cottage shall be owner-occupied and prohibit rental of both units at the same time.

d. It shall further provide that the Second Dwelling Unit or Backyard Cottage shall not be sold, or title thereto transferred separate and apart from the rest of the property.

**Definition of Tiny House added to City of Fresno Development Code**

**Tiny House.** A structure intended for separate, independent living quarters for one household that meets these six conditions:

- Is licensed and registered with the California Department of Motor Vehicles and meets ANSI 119.2 or 119.5 requirements;

- **Is towable by a bumper hitch, frame-towing hitch, or fifth-wheel connection. Cannot (and is designed not to) move under its own power. When sited on a parcel per requirements of this Code, the wheels and undercarriage shall be skirted;**
- **Is no larger than allowed by California State Law for movement on public highways;**
- **Has at least 100 square feet of first floor interior living space;**
- **Is a detached self-contained unit which includes basic functional areas that support normal daily routines such as cooking, sleeping, and toiletry; and**
- **Is designed and built to look like a conventional building structure.**

# Article published by American Tiny Home Association

## Living Legally in Your Tiny House Progress in 2015

This year we've seen encouraging progress in the acceptance of tiny houses across the country:

1. In Rockledge, FL, thanks to American Tiny House Association state chapter leader Rene' Hardee, legislation was passed to allow a community of tiny houses; some on foundations and some on wheels.
2. Madison, WI, created a new definition for tiny houses on wheels as portable shelters and accepted them in a tiny house community for the homeless.
3. A bill was introduced in Washington state to eliminate minimum square foot requirements for houses on foundations.
4. The tiny house community/RV park in Orlando, Florida grew to eleven tiny houses.
5. A number of counties changed zoning regulations to accept tiny houses in backyards as accessory dwelling units.
6. In Fresno, CA, thanks to Pat Mosley of California Tiny House, legislation was passed to allow tiny houses on wheels as backyard cottages. While a number of California communities allow tiny houses on wheels as backyard cottages for caregivers, Fresno is the first to eliminate the requirement to be a caretaker cottage.

We anticipate more tiny house friendly changes in the coming year!

- Atlanta, Georgia is commissioning a feasibility study to determine how best to include tiny houses within the city. The study is expected to be comprehensive and provide background on what other cities have done to accommodate tiny houses on their own land, in backyards (accessory dwelling units), in communities, and in RV parks. The feasibility study has yet to be awarded, but Southface, with participation from our association and Tiny House Atlanta, are being considered. From the study, recommendations should come for tiny house friendly changes to building and zoning codes, and these recommendations could serve as a model for not only Atlanta, but also other American cities

