

1. Agenda

Documents:

[042820 CC AGENDA.PDF](#)

2. Meeting Materials

Documents:

[042820 CC PACKET2.PDF](#)

Grimes City Council Agenda

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

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

Mission Statement

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

Electronic Meeting as Provided Under Iowa Code, Chapter 21*

*Please note that this Grimes City Council Meeting will be an electronic meeting pursuant to Iowa Code Section 21.8 due to the national health emergency that makes it impossible or impractical for an in person meeting.

The public is welcome and encouraged to attend and participate in this meeting by either internet or phone as follows:

1. Internet- Meeting attendance may be obtained by "Join Zoom Meeting". Simply enter the following internet address and ID:

<https://zoom.us/j/99995899603>

Meeting ID: 999 9589 9603

2. By Phone: 877 853 5257 US Toll-free.

3. Public Comment : If you would like to address the City Council during the Public Comment portion of the meeting, please contact the City Clerk by 4:30 p.m. on the date of the meeting by email at rwilliams@grimesiowa.gov with your name and address. The Mayor will recognize you for 3 minutes of comment, and your microphone will be turned on.

4. Hearing Assistance: If you are hearing impaired, Grimes will provide a sign language communicator on the internet Zoom meeting video presentation upon request. Please contact the Grimes City Clerk Rochelle Williams by email at rwilliams@grimesiowa.gov to request this service 24 hours in advance of the meeting.

For any additional assistance or questions in attending the meeting, please call 515-986-3036 from 8 a.m. to 5 p.m., or contact the Grimes City Clerk Rochelle Williams by email at rwilliams@grimesiowa.gov.

Meetings will be recorded

AGENDA ITEMS FOR APRIL 28, 2020 AT 5:30 PM AT GRIMES CITY HALL

1. Call to Order – Statement from the Mayor Regarding the Electronic Meeting
Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda

4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
- A. Minutes from previous meeting
 - B. Municipal Supply Inc \$10,082.50 water meters
 - C. Kleener Image \$5,245.99 materials for patio at North Sports Complex
 - D. Landscape by Design, Inc. \$23,284.71 park improvements at North and South Sports Complexes
 - E. Computer Resource Specialists \$5,223.45
 - F. AccuJet \$22,208.00 CIPP Lining
 - G. Grimes Chamber and Economic Development \$12,254.50
 - H. Resolution 04-1820 Approving the City of Grimes Fee Schedule for 2020
 - I. Professional Service Agreements:
 - a. MSA – 2020 North Sports Complex Sewer Extension; 2020 North Pointe Storm Sewer Extension
 - b. Calhoun-Burns and Associates – City of Grimes 2020 Bridge Inspection Program
 - c. Snyder & Associates – Iowa Highway 141 Southbound Ramp and Iowa Highway 44 Traffic Signal and Turn Lane Improvements
 - J. Payments for Professional Services
 - a. RDG Planning & Design – Multipurpose Building \$1,820.00
 - b. RDG Planning & Design – South Sports Complex \$2,445.00
 - c. RDG Planning & Design – Lions Park \$5,437.14
 - d. RDG Planning & Design – North Sports Complex \$1,537.10
 - e. Payment #5 to McClure Engineering for the New 1.5 MG Elevated Storage \$10,193.00
 - f. Payment #6 to McClure Engineering for the Reverse Osmosis Water Treatment Plant \$45,078.45
 - g. Pay Request #3 Civil Design Advantage – WRA Sanitary Sewer Connection – PA #3 - \$5,864.62
 - h. Pay Request #5 HR Green – SE 37th Street and Highway 141 Reconstruction – PA #5 - \$12,539.88
 - i. Bishop Engineering – Heritage @ Grimes – Invoice - \$500.00
 - j. Allender Butzke Engineers - Reverse Osmosis Water Treatment Plant – Phase 1 – Invoice \$801.25
 - k. Allender Butzke Engineers - Reverse Osmosis Water Treatment Plant – Phase 1 \$1,179.20
 - l. FOX Engineering Associates \$11,606.25
 - m. Allender Butzke Engineers – Concrete Testing for 1.5 MG Water Tank \$357.40
 - K. Pay Requests and Change Orders
 - a. Concrete Technologies – SE 37th Street and Highway 141 Reconstruction \$312,702.18
 - b. Resolution 04-0820 Approving Change Order #7 and Pay Application #11 with Deductions for the Little Beaver and Prairie Creek Channel Improvements
 - 1. Change Order #7 All Terrain Seeding – Little Beaver and Prairie Creek Channel Improvements decreasing contract \$26,974.00
 - 2. Pay Request #11 to All Terrain Seeding for the Little Beaver and Prairie Creek Project \$40,260.64
 - L. Resolution 04-0920 Approving Consent and Agreement for Improvements within Storm Sewer and Overland Flowage Easement for Lot 10 in Glenstone Trail Plat 7 Lot 10 (3001 SE Keystone)
 - M. Resolution 04-1020 Approving Consent and Agreement for Improvements within Water Main Easement Lot 30 in Millard Place Pat 2 (101 NE 7th Court)

- N. Resolution 04-1120 Approving Consent and Agreement for Improvements within Overland Flowage Easement for Lot 11 in Autumn Park West Plat 1 (1601 NW 8th Street)
- O. Resolution 04-1220 Approving Consent and Agreement for Improvements within Overland Flowage Easement for Lot 102 in Beaverbrooke West Plat 8 (1713 NW Prairie Creek Drive)
- P. Resolution 04-1320 Approving Consent and Agreement for Improvements within Surface Water Flowage Easement for Lot 26 in Silkwood Meadows Plat 1 (2200 NE 10th Court)
- Q. Resolution 04-1420 Approving Consent and Agreement for Improvements within Overland Flowage Easement for Lot 30 in Brooke Ridge West Plat 3 (2612 NW Ridgewood Drive)
- R. Licensing
 - a. Renewal of Spirits Liquors Class E Liquor with Sunday Sales
 - b. Renewal of Plaza Tapia Class C Liquor with Sunday Sales
- S. Claims Report

Public Comment

PUBLIC AND COUNCIL AGENDA ITEMS

Council may consider and potentially act on the following Public Agenda items

- A. Urban Renewal Plan Amendment
 - a. Public Hearing on Urban Renewal Plan Amendment
 - b. Resolution 04-1520 to Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area
- B. Development Agreement with Anderson Four, LLC,
 - a. Public Hearing on Development Agreement for Anderson Four, LLC
 - b. Resolution 04-1620 Approving Development Agreement with Anderson Four, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- C. Legacy Park Lot 1 – Site Plan
- D. Third Reading of Ordinance 732 Rezoning Hope Commercial from A-1 to C-2
- E. Hope Commercial Plat 2 – Preliminary Plat
- F. Third Reading of Ordinance 733 Rezoning 3.28 acres from A-1 to R-1 for Kasperbauer Property
- G. Kyler Kiner Memorial Plat 1 – Preliminary Plat
- H. Resolution 04-1920 Kyler Kiner Memorial Plat 1 – Final Plat
- I. Resolution 04-1720 Setting a Public Hearing for Approval of Proposal to Grant to JRL Dev, LLC an Easement Over City Property for Ingress/Egress for May 12, 2020
- J. M-Keds Home Plat Plat 1, Lot 2 – Site Plan
- K. Second Reading of Ordinance 734 Adjusting Water and Sewer Rates and Collection of Recycling Materials

COUNCIL DISCUSSIONS

- 1. Mayor's Report
- 2. City Staff's Report
- 3. Council Reports

ADJOURNMENT

CITY COUNCIL MEETING

**Tuesday April 14, 2020
Grimes City Hall 5:30 P.M.**

*Please note that this City Council Meeting was held as an electronic meeting pursuant to Iowa Code Section 21.8 due to the national health emergency that makes it impossible or impractical for an in person meeting.

The regular meeting of the Grimes City Council was called to order by electronic meeting/Zoom on Tuesday April 14, 2020 at 5:33 P.M. Mayor Mikkelsen stated the meeting was being held electronically as provided under Iowa Code, Chapter 21.8 due to the national health emergency that makes it impossible or impractical for an in person meeting. The Pledge of Allegiance was led by Mayor Mikkelsen.

Roll Call: Present: Johansen, Gisch, Borcharding, Altringer, Absent: Burger

AGENDA ITEMS

Approval of the Agenda

Mayor Mikkelsen asked for approval of the agenda.

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

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

CONSENT AGENDA

A. Minutes from previous meeting B. Proclaiming the last Friday in April as Arbor Day C. Hawkeye Truck Equipment \$17,950 D. Contract with Mitel for Phone Services E. Utility Refunds F. Water Meter Refund G. Building Permit Refund H. Reimbursement for 3rd Quarter Wages and Supplies for Fire Department to the City of Johnston \$21,371.12 I. Resolution 04-0120 Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Anderson Four, LLC, Including Annual Appropriation Tax Increment Payments for April 28, 2020 J. Pay Requests: a. Pay Request #6 to McAninch Corporation for Hope Commercial Plat 1 \$277,462.61 b. Pay Request #6 to Concrete Technologies Inc for SW County Line Road Improvements \$141,675.39 c. Pay Request #19 to Concrete Technologies Inc for SE 37th Street at Highway 141 \$103,014.70 d. Pay Request #4 Shank Constructors, Inc for the Reverse Osmosis Water Treatment Plant Phase I \$983,421.00 K. Professional Services Payments: a. Pay Request #13 Veenstra & Kimm, Inc – engineering services for WRA Connector Phase 1 Alignment Selection and Facility Plan \$1,506.55 b. Pay Request #3 Veenstra & Kimm, Inc – engineering services for WRA Connector Phase 2 Design Services \$5,165.23 c. Pay Request #5 Bolton & Menk Inc for SW County Line Road Improvements Construction Services \$19,981.00 d. Pay Request #6 Bolton & Menk, Inc for SW County Line Road Improvements Construction Services \$16,605.00 e. Pay Request # 5 to Bolton & Menk for Hope Commercial Plat 1 Improvements Construction Services \$3,655.00 f. Pay Request #6 to Bolton & Menk for Hope Commercial Plat 1 Improvements Construction Services \$2,330.00 g. Pay Request #3 to Bolton & Menk, Inc for Highway 44 & SW County Line Road Intersection Improvements \$1,627.00 h. Pay Request #4 to Bolton & Menk, Inc for Highway 44 & SW County Line Road Intersection Improvements \$2,195.00 i. Lee Chamberlin Consultant Engineers for 2020 City of Grimes Drainage Improvements Trailridge and Little Beaver \$17,212.50 j. Lee Chamberlin Consultant Engineers for GIS Program \$9,700 k. RDG Planning and Design - \$90,749.11 – Park development per contract l. Christensen Development 1 LLC \$10,454.00 Owner's Representative Fee - Library m. Whitfield and Eddy Law \$15,092.50 L. Resolution 04-0220 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Brentwood Estates, Lot 14

M. Resolution 04-0320 Approving Consent and Agreement for Improvements Within Overland Flowage Easement, Sanitary Sewer Easement, and Detention Easement for Chevalia Pointe Plat 1, Lot 2
N. Resolution 04-0420 Approving Consent and Agreement for Improvements Within Overland Flowage Easement and Land Buffer Easement for Lot 9 in Heritage at Grimes Plat 3 2016 NE Park Drive
O. Resolution 04-0620 Approving Professional Services Agreement with Veenstra and Kimm, Inc for the NW Territory Lift Station and Force Main
P. Resolution 04-0520 To Authorize the Installation of a Patio for the Concession Stand Area Located at the North Sports Complex and Drainage Improvement at the South Sports Complex
Q. Resolution 04-0720 Personnel Transactions
R. Finance Report for March 2020
S. Claims Report \$2,520,369.65

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

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

PUBLIC FORUM

Cheryl Marvin, 3305 SE Glenstone Drive, addressed the Council with questions on where to get a copy of the recently released City Budget and wanting updates on the Council's plan for addressing Covid-19 and personnel questions. Mayor Mikkelsen directed staff to relay the information once the meeting concluded.

PUBLIC AND COUNCIL AGENDA ITEMS

A. Second Reading of Ordinance 732 Rezoning Hope Commercial from A-1 to C-2

Development Services Coordinator Alex Pfaltzgraff stated that this is the second review of the proposed rezoning request from Hope Commercial. Pfaltzgraff stated the concept drawing shows approximately 18.6 acres of property generally located north of E. 1st Street and west of highway 141. He said this concept plan is consistent with the Future Land Use Plan and adjoining classification. Pfaltzgraff added that a draft zoning change and development agreement that outlines restricted uses and expectations would be available for approval with the final consideration of Ordinance 732.

Moved by Gisch, Second by Borcharding, to approve the Second Reading of Ordinance 732 Rezoning Hope Commercial from A-1 to C-2.

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

B. Second Reading of Ordinance 733 Rezoning 3.28 acres from A-1 to R-1 for Kasperbauer Property.

Pfaltzgraff stated that this is the second reading for the applicant requesting approval of a rezone from A-1 to R-1. Pfaltzgraff stated the property is currently located within unincorporated Polk County. He said the annexation process was initiated in January of 2020 and that was approved by Council on February 25, 2020. Pfaltzgraff said that following the approval, the request was submitted to the City Development Board who will hear the case in April. Pfaltzgraff stated that following the annexation of property into Grimes, all properties are zoned A-1 Agriculture. He added that the current A-1 regulations do not allow for the construction of a single-family dwelling upon any lot less than 10-acres in size, therefore a rezone is required. He added that in this particular case, the applicant has indicated a desire to subdivide the approximately 3.28 acres property into two single family lots and one outlot for parkland dedications. Pfaltzgraff stated that the single family lots are 1.45 and 1.37 acres in size, and the outlot for parkland dedication totals .46 acres and meets the future land use plan for this area to be low density residential.

Moved by Johansen, Second by Gisch, to approve the Second Reading of Ordinance 733 Rezoning 3.28 acres from A-1 to R-1 for Kasperbauer Property.

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

C. Public Hearing and First Reading of Ordinance 734 Adjusting Water and Sewer Rates and Collection of Recycling Materials

City Administrator Jake Anderson addressed the Council stating that at the advice of the City Financial Advisor, the purpose of this Ordinance is to amend the Grimes Code of Ordinances Section 92.02(1) and 99.04 to increase the amount charged for water and sewer rates in order to adjust for increasing costs of maintenance, construction, production, storage and treatment of water and sewage. He added that Section 108.06(1B) is increased to account for increased costs related to recyclable material collection services.

Anderson provided an overview of the charges stating the charge for water for residential and commercial use will go to \$10.20 per each thousand gallons used, and the sewer service rate shall be \$7.65 for 1000 gallons. Anderson said that the monthly charge for collection of recyclable materials shall be \$3.45. He added these rates would be applied to usage that is billed on July 1, 2020.

a. Public Hearing on Adjusting Water and Sewer Rates and Collection of Recycling Materials

Mayor Mikkelsen opened the Public Hearing at 5:46 PM. Being no verbal or written public questions or comments from the public, the Mayor closed the Public Hearing at 5:46 PM.

b. First Reading of Ordinance 734 Adjusting Water and Sewer Rates and Collection of Recycling Materials

Council Member Johansen stated that this was not an increase that anyone wanted to be adding at this time; however, he wanted to acknowledge that this increase was to assure that several very needed and necessary water and sewer related infrastructure projects that were already in progress could continue. Johansen noted that to keep the costs in perspective; the neighboring community of Waukee was currently charging \$12.42 for the first 1,000 gallons, and \$8.44 for every 1,000 above that, with sewer rates at \$ 14.37 for the first 1,000 and \$10.86 for every 1,000 after that. Johansen stressed that the rates in Grimes are not out of the normal spectrum for growing communities, in fact rating well within the median for the metro area. Council Member Gisch also noted that it was very unfortunate timing for many residents, but acknowledged that the projects and services were not ones that could be delayed. Motion by Gisch, Second by Johansen, to approve the First Reading of Ordinance 734 Adjusting Water and Sewer Rates and Collection of Recycling Materials.

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

COUNCIL DISCUSSIONS

1. Mayor's Report

Mayor Mikkelsen acknowledged that knowing so many residents have been challenged in both their work and professional lives over the last month, he wanted to share his thoughts, and assure everyone that he and the Council representatives are doing everything they can to help the residents and their families at this time. Mikkelsen said that there were a number of very encouraging activities that he had seen in Grimes with residents, individuals, and groups, going above and beyond in showing the strength of the community. Mikkelsen stated that among those to note, Grimes Volunteer Services, which helps serve hundreds of people every month for years by offering rides to doctor appointments or other errands for those that might not otherwise be able to get out. He noted that this is a completely volunteer driven program, that in these unrepresented times, have still found ways to continue serving those in need by delivering meals, or providing pick up or drop off for food. Mikkelsen also noted the Food Bank has had approximately a 25 percent increase in demand for food. He said while they had to make

adjustments to the process of how they provide these necessities, they are still able to keep operating. Mayor Mikkelsen said new volunteers have stepped in to help, and critically needed donations have increased as well to continue to take care of those in need. Mayor Mikkelsen wanted to make sure everyone was aware of these organizations, and encouraged those that are hungry or in need, to please reach out. Mayor Mikkelsen expressed appreciation as well for those that were able to continue to patronize those local businesses that were still open and to support their efforts in getting through these times. He was very encouraged by seeing the residents pull together as they have in so many ways and working as a community. Mayor Mikkelsen also noted that while it is still too early to tell what the full impact will be to the economy from Covid-19, he wanted to assure the residents that it is the job of the Mayor and Council to do everything possible to represent our city. He added they are doing everything they can to help the community and will deliver the very best services possible.

2. City Staff's Report

a. Update on Parkland Dedication Ordinance

Pfaltzgraff said that while everyone is working thru how to operate with the Covid-19 restrictions, they are still very focused on the City Strategic Plan. He noted that parkland dedication had been selected as a high priority, and that City Staff are currently monitoring surrounding communities and observing their practices and drafting a modification to the current policies and Ordinance to both improve and ensure the quality and quantity of future growth.

b. Update on Outdoor Storage Ordinance

Pfaltzgraff reported that staff is looking at how to proceed with those businesses that require outdoor storage and drafting guidelines for effective screening to maintain a high quality environment.

3. Council Reports

Council Member Gisch wanted to reiterate that the fiscal situation impacted by Covid-19 would be closely watched.

ADJOURNMENT

Meeting Adjourned at 6:00 PM

Invoice

REC'D APR 10 2020

Page 1 of 2



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: 0757750-IN

INVOICE DATE: 4/8/2020

ORDER NUMBER: 0065986

ORDER DATE: 4/6/2020

SHIP DATE: 4/6/2020

SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

BUYER:

CUSTOMER P.O. 1998	JOB NAME	SHIP VIA WC		TERMS NET 30 DAYS		
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
C21XXXXG1GAXX 2" C2 OMNI COMP MTR 1000G 17"L	EACH	2.00	2.00	0.00	1,589.000	3,178.00
TP1003A 2" X 1/16" METER FLG. GASKET	EACH	6.00	6.00	0.00	2.900	17.40
I2S5GMXX 3/4S 100G IPERL MTR SM 25' 3WI	EACH	16.00	16.00	0.00	130.000	2,080.00
M510MF13W3WMI DUAL PORT WIRED SMART POINT	EACH	27.00	27.00	0.00	171.000	4,617.00
105-424NL 3/4" SPRING CHECK VALVE	EACH	3.00	3.00	0.00	12.750	38.25
2329-007 3/4" PVC THRD/SW TRUE UNION BA	EACH	1.00	1.00	0.00	62.350	62.35
2329-010 1" PVC TH/SW TRUE UNION BALL V	EACH	1.00	1.00	0.00	74.250	74.25

Continued

**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: 0757750-IN

INVOICE DATE: 4/8/2020

ORDER NUMBER: 0065986

ORDER DATE: 4/6/2020

SHIP DATE: 4/6/2020

SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

BUYER:

CUSTOMER P.O.
 1998

JOB NAME

SHIP VIA
 WC

TERMS
 NET 30 DAYS

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
PVC17C-030 QUART 717 CLEAR	EACH	1.00	1.00	0.00	15.250	15.25

ORDER# 65986

Net Invoice: 10,082.50

Freight: 0.00

Sales Tax: 0.00

 Invoice Total: 10,082.50

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



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

AGENDA MEMO

Item No. X
For Meeting of 4/28/2020

AGENDA HEADING: Kleener Image Invoices

SYNOPSIS: Kleener Image provided materials used in the installation of a patio at the North Sports Complex.

FISCAL IMPACT:

North Sports Complex Pavers and Installation Supplies – \$4601.99

North Sports Complex Designer Shades - \$84.00

North Sports Complex Polymeric Sand - \$560.00

Total - \$5,245.99

PREVIOUS COUNCIL ACTION(S): Approved resolution 04-0520 authorizing the project and materials.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: Staff recommends paying the invoices submitted by Kleener Image in the amount of \$5,245.99.

North Sports Complex

SALE

Seener Image, Inc.
3250 SE Gateway Drive
Grimes, IA 50111
(515) 556-8673

Page: 1
04/13/20
9:47 AM

Invoice Number : 20872

Sold to: City of Grimes
1700 SE Destination Dr
Grimes, IA50111

Qty	Description	Price	Disc.	Amount
20	Gator Maxx G2 Bond Beige Item Number: GATORMAXX BE PO North Complex	28.00		560.00

1.5% late charge applies on balances over 30 days. Thank you.

SUB-TOTAL	560.00
TAX	0.00
TOTAL	560.00
CUST #	01-000220
Customer Account	560.00
CHANGE	0.00

SALE

Kleener Image, Inc.
3250 SE Gateway Drive
Grimes, IA 50111
(515) 556-8673

Page: 1
01/10/20
9:02 AM

Invoice Number : 19558

Sold to: City of Grimes
1700 SE Destination Dr
Grimes, IA50111

Qty	Description	Price	Disc.	Amount
	North Sports Complex			
386.84	Blu Grande Slate - Champlain Item Number: 2204	4.92	1.17	1450.65
386.84	Blu Grande Slate - Chestnut B Item Number: 2206	4.92	1.17	1450.65
169.92	Blu 60 Smooth - Champlain Gre Item Number: 002324	4.69	0.94	637.20
116.05	Blu 60 Slate 6x13 Onyx Black Item Number: 002063	5.09		590.69
5	Gator Edge Rigid Item Number: GATOREDGE	8.20		41.00
1	12" Smooth Spikes Case 50# Item Number: FCMST 12-50#	55.00		55.00
1	GF5 Woven 6.25x300 Item Number: GF5	211.80		211.80
11	Techo Bloc Pallet Charge Item Number: PC TB	15.00		165.00

1.5% late charge applies on balances over 30 days. Thank you.

SUB-TOTAL	4601.99
TAX	0.00
TOTAL	4601.99
CUST #	01-000220
Customer Account	4601.99
CHANGE	0.00

SALE

Kleener Image, Inc.
3250 SE Gateway Drive
Grimes, IA 50111
(515) 556-8673

Page: 1
01/16/20
2:19 PM

Invoice Number : 19750

Sold to: City of Grimes
1700 SE Destination Dr
Grimes, IA50111

Qty	Description	Price	Disc.	Amount
30	Black Designer Shades Item Number: A05-6402	2.80		84.00

1.5% late charge applies on balances over 30 days.Thank you.

SUB-TOTAL	84.00
TAX	0.00
TOTAL	84.00
CUST #	01-000220
Customer Account	84.00
CHANGE	0.00



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

AGENDA MEMO

Item No. X
For Meeting of 4/28/2020

AGENDA HEADING: Landscapes by Design, Inc. invoices for park improvements at the North and South Sports Complexes.

SYNOPSIS: Landscapes by Design, Inc. installed a rain garden at the South Sports Complex to improve water drainage near the skate park and soccer fields. They have also begun construction on the installation of a patio at the North Sports Complex to allow for more seating and creating more shade next to the concession stand area.

FISCAL IMPACT:

North Sports Complex conduit installation - \$1666.00
North Sports Complex patio installation - \$13447.96
North Sports Complex patio materials - \$3622.00
South Sports Complex rain garden installation - \$2998.80
South Sports Complex rain garden materials - \$1549.95

Total - \$23,284.71

PREVIOUS COUNCIL ACTION(S): Approved resolution 04-0520 authorizing the project.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: Staff recommends paying Landscapes by Design, Inc. \$23,284.71 for materials and work completed on the new patio at the North Sports Complex and rain garden at the South Sports Complex.

Landscapes By Design, Inc.
PO Box 506
Slater, IA 50244
(515) 685-2508
lbd@lbdiaowa.com
www.lbdiaowa.com



INVOICE

BILL TO

City of Grimes
1700 SE Destination Dr.
Grimes, IA 50111

INVOICE # 14466
DATE 12/16/2019
DUE DATE 01/15/2020
TERMS Net 30

JOB NUMBER

Rain Garden

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Rain Garden - South Sports Complex			
	Landscape Install Crew	45	66.64	2,998.80
				Subtotal: 2,998.80

Terms: Net 30. Accounts not paid within 30 days will be charged a 1.5% SERVICE CHARGE on the unpaid balance or \$.50 cents, whichever is greater. Landscapes By Design, Inc. accepts cash, check, Visa or Mastercard. There is a 3.5% service charge when using a credit card.

BALANCE DUE

\$2,998.80

Landscapes By Design, Inc.

PO Box 506
Slater, IA 50244
(515) 685-2508
lbd@lbdiaowa.com
www.lbdiaowa.com



INVOICE

BILL TO

City of Grimes
1700 SE Destination Dr.
Grimes, IA 50111

INVOICE # 14467

DATE 12/16/2019

DUE DATE 01/15/2020

TERMS Net 30

JOB NUMBER

Rain Garden

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Rain Garden - South Sports Complex			
	3" - 8" over sized River Rock; cu yd	16	54.85	877.60
	Walk behind loader	1	62.12	62.12
	Trench and Edger - 4" wide x 5" deep	1	28.50	28.50
	Material delivery	2.50	108.82	272.05
	Construction tool trailer	2	28.26	56.52
	Construction dump truck, 1 ton	2	76.94	153.88
	Crew truck, 1 ton	2	49.64	99.28

Terms: Net 30. Accounts not paid within 30 days will be charged a 1.5% SERVICE CHARGE on the unpaid balance or \$.50 cents, whichever is greater. Landscapes By Design, Inc. accepts cash, check, Visa or Mastercard. There is a 3.5% service charge when using a credit card.

BALANCE DUE

\$1,549.95

Landscapes By Design, Inc.
PO Box 506
Slater, IA 50244
(515) 685-2508
lbd@lbdia.com
www.lbdia.com



INVOICE

BILL TO

City of Grimes
1700 SE Destination Dr.
Grimes, IA 50111

INVOICE # 14565
DATE 01/24/2020
DUE DATE 02/23/2020
TERMS Net 30

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Setting Post and Conduit Installation			
	Landscape Install Crew	25	66.64	1,666.00
				Subtotal: 1,666.00

Terms: Net 30. Accounts not paid within 30 days will be charged a 1.5% SERVICE CHARGE on the unpaid balance or \$.50 cents, whichever is greater. Landscapes By Design, Inc. accepts cash, check, Visa or Mastercard. There is a 3.5% service charge when using a credit card.

BALANCE DUE

\$1,666.00

Landscapes By Design, Inc.

PO Box 506
Slater, IA 50244
(515) 685-2508
lbd@lbdiowa.com
www.lbdiowa.com



INVOICE

BILL TO

City of Grimes
1700 SE Destination Dr.
Grimes, IA 50111

INVOICE # 14567

DATE 01/24/2020

DUE DATE 02/23/2020

TERMS Net 30

JOB NUMBER

North Sports Complex

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	North Sports Complex - Material			
	U Start Base Block	112	3.90	436.80
	Tandem Wall, Ashlar Danville Beige	280.40	2.94	824.38
	Tandem Wall, Veneer Danville Beige	227.15	2.94	667.82
	Tandem Wall Cap, Danville Beige	40	8.61	344.40
	Tandem Wall Column Frame	10	62.34	623.40
	Lafitt Tandem, 8 L Connector	360	0.63	226.80
	Tandem Wall Column Connector	10	24.84	248.40
	Delivery of materials to jobsite	1	250.00	250.00

Terms: Net 30. Accounts not paid within 30 days will be charged a 1.5% SERVICE CHARGE on the unpaid balance or \$.50 cents, whichever is greater. Landscapes By Design, Inc. accepts cash, check, Visa or Mastercard. There is a 3.5% service charge when using a credit card.

BALANCE DUE

\$3,622.00

Landscapes By Design, Inc.
PO Box 506
Slater, IA 50244
(515) 685-2508
lbd@lbdia.com
www.lbdia.com



INVOICE

BILL TO

City of Grimes
1700 SE Destination Dr.
Grimes, IA 50111

INVOICE # 14566

DATE 01/24/2020

DUE DATE 02/23/2020

TERMS Net 30

JOB NUMBER

North Sports Complex

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Retaining Wall and Columns			
	Landscape Install Crew - Labor for demo, footings and wall	132	66.64	8,796.48
	Landscape Install Crew - Labor to install caps	12	66.64	799.68
	Plate compactor - reversible - Reversible plate compactor	2	35.30	70.60
	Walk behind loader - Dingo TX525 wide track machine	6	62.12	372.72
	Yanmar Vio35 - 28hp, 17ft reach, 10 ft dig depth	1	168.88	168.88
				Subtotal: 10,208.36
	Patio - Less cutting (no 45)			
	Landscape Install Crew - Labor to excavate, fabric, forms, base, sand, pavers, polysand and edging r	34	66.64	2,265.76
	Plate compactor - reversible - Reversible plate compactor	2	35.30	70.60
	Walk behind loader - Dingo TX525 wide track machine	2	62.12	124.24
				Subtotal: 2,460.60
	Mobilization			
	Construction Tool Trailer	10	28.26	282.60
	Crew Truck - 1 Ton	10	49.64	496.40
				Subtotal: 779.00

Terms: Net 30. Accounts not paid within 30 days will be charged a 1.5% SERVICE CHARGE on the unpaid balance or \$.50 cents, whichever is greater. Landscapes By Design, Inc. accepts cash, check, Visa or Mastercard. There is a 3.5% service charge when

BALANCE DUE

\$13,447.96

using a credit card.

REC'D APR 08 2020

Invoice**Computer
Resource
Specialists**

2201 Hayes Ave
Ames, IA 50010
(515)290-0989
craig@crsiowa.com

DATE	INVOICE #
4/4/2020	576

BILL TO

City of Grimes
101 NE Harvey
Grimes, IA 50111

TERMS

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	NOTE: All this work and equipment is related to the work from home initiative in response to the COVID-19 virus			
3/10/2020	helped Jeff order items for remote access	0.5	90.00	45.00
3/13/2020	answered questions for Jeff	0.25	90.00	22.50
3/16/2020	came and helped begin to get set up for remote work, installed and configured SSL VPN, began to set up laptops, began finding and ordering used laptops	10.5	90.00	945.00
3/17/2020	continued purchasing laptops	1	90.00	90.00
3/18/2020	came and helped Jeff troubleshoot the SSL VPN, began installing the laptops that had been ordered	9	90.00	810.00
3/19/2020	came and installed and configured the Global VPN	2.5	90.00	225.00
3/20/2020	came and continued setting up laptops for working from home, helped troubleshooting connectivity issues	5.5	90.00	495.00
3/23/2020	answered questions for Jeff	0.5	90.00	45.00
3/24/2020	answered questions for Jeff	0.25	90.00	22.50
3/26/2020	tested the domain connectivity remotely, came and did troubleshooting on the global vpn	4	90.00	360.00
4/3/2020	came and helped with IP addressing and laptops and backups	2.25	90.00	202.50
3/16/2020	two used Dell Latitude E5470 laptops from eBay (see copy of order)	1	620.58	620.58
3/16/2020	four used Dell Latitude E5470 laptops from eBay (see copy of order)	1	1,104.95	1,104.95
3/17/2020	four used Dell Latitude E5470 laptops from eBay (see copy of order)	1	1,062.45	1,062.45
3/20/2020	refund of shipping from late delivery of four laptops	1	-206.45	-206.45
				5,223.45
Total			\$5,844.03	

ACCUJET LLC
12155 J AVE
PERRY, IA 50220
(515)360-8582
mindy@accujetiowa.com
http://www.accujetiowa.com



Estimate

ESTIMATE # 1843
DATE 02/13/2020

ADDRESS

Grimes City of
101 N Harvey st
Grimes, IA 50111 USA

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Recommended Lines in need of CIPP Lining. Work includes pre-lining prep, Installation of liner per ASTM1216 specifications and post lining video inspection.			
	Mainline liner Install liner per ASTM1216 specs. MH G6I-005 to G6I-006. 128' 8" line.	1	4,096.00	4,096.00
	Mainline liner Install liner per ASTM1216 specs. MH G7E-002 to G7E-001. 168' 8" line.	1	5,376.00	5,376.00
	Mainline liner Install liner per ASTM1216 specs. MH G7B-007 to G7B-006. 398' 8" line.	1	12,736.00	12,736.00
TOTAL				\$22,208.00

Accepted By

Accepted Date

404 SE 2nd Street
Suite 200
Grimes, IA 50111

Date	Invoice #
4/22/2020	885

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

(515) 986-5770

www.grimesiowa.com



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

AGENDA MEMO

For Meeting of April 28, 2020

AGENDA HEADING:

Resolution Adopting the City of Grimes Fee Schedule for 2020

SYNOPSIS:

Staff has been working to assemble all of the fees that are currently charged by the City for services that it provides through the year. No fees were increased or decreased with this exercise.

Many of the fees are either stated in the ordinance, some form of policy, or are unwritten. As such, staff felt it was necessary to create a centralized home for all fees. This will ensure that all fees can be accurately described to the public, and can be accessed by all City staff.

As the City continues to modify ordinances which contain fees, best practices would indicate that those fees be relocated into the fee schedule. This will allow for a more efficient modification and management process.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution Adopting the City of Grimes Fee Schedule for 2020

RESOLUTION NO. 04-1820

RESOLUTION ADOPTING THE CITY OF GRIMES FEE SCHEDULE FOR 2020

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

WHEREAS, the City Council of the City of Grimes desires to approve and adopt the City of Grimes Fee Schedule for 2020; and

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

1. That the City of Grimes Fee Schedule for 2020, a copy of which is attached, is hereby approved, effective April 28, 2020.

PASSED AND APPROVED this ____ day of _____, 2020.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Department Fee Schedules 2020

Adopted: February XX, 2020

CITY OF
GRIMES



101 NE Harvey Street
Grimes, IA 50111

P|515.986.3036
www.grimesiowa.gov

City of Grimes Fee Schedule 2019

Development Services

DEVELOPMENT SERVICES

Description

Fee

Administrative:

Board of Adjustment - Residential	\$25
Minor Site Plan	\$550
Site Plan (not in Overlay District or PUD)	\$1550
Site Plan in Overlay District or PUD	\$2150
Stormwater Management Plan (SWMP)	\$600
Stormwater Post Construction Easement	\$500
Stormwater Pollution Prevention Plan (SWPPP)	\$250
Traffic Impact Study	\$400
Preliminary Plat	\$1,800
Final Plat	\$1,600
Zoning	\$1,000
Construction Drawings	\$1,400

Building Permit Fees:

Building permit fees with the exception of the job types identified below shall be calculated based on the 1996 Building Permit Fee Calculation Worksheet. (See attached)	
Inspections outside of normal business	\$100
Work Without Permit	\$ Double fee per ordinance
Building Permit Re-Issuance/Transfer Fee	\$ 25% of BP FEE
Shed	\$20
Fence	\$15
Deck	\$20
In-ground Pool/Hot Tub	\$50
Above Ground Pool/Hot Tub (Less than 3' in depth)	\$15
New Residential Mechanical Permit	\$75
New Residential Electrical Permit	\$75
New Residential Plumbing Permit	\$75
Demolition Permit	\$60 - Minor \$120 – Major (Bldg/Utility Removal)
Excavation/Grading Permit	\$ Included in Bldg Permit
Energy Code Review/Inspection	\$ Included in Bldg Permit
Sidewalk/Approach Replacement	\$30 – \$10.00 Sidewalk only
Application for Temporary CO	\$ none

Miscellaneous:

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

Building Valuation Data

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

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

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

Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average
1. APARTMENT HOUSES:		7. DWELLINGS:		13. JAILS:		20. RESTAURANTS:	
Type I or II F.R.*	\$ 70.40	Type V- Masonry	59.90	Type I or II F.R.	126.70	Type 111-N	26.30
(Good) \$85.80		(Good) \$76.80		Type 111-1-Hour	115.20	Type V-1-Hour	22.80
Type V- Masonry		Type V-Wood Frame	51.50	Type V-1-Hour	82.80	21. SCHOOLS:	
(or Type III)	56.00	(Good) \$72.90		14. LIBRARIES:		Type 111-1-Hour	73.70
(Good) \$69.70		Basements-		Type I or II F.R.	92.80	Type 111-N	70.20
Type V- Wood Frame	49.80	Semi-Finished	16.00	Type 111-1-Hour	64.90	Type V-1-Hour	65.30
(Good) \$63.00		(Good) \$18.20		Type 111-N	61.60	Type V-N	62.20
Type I-Basement Garage	29.50	Unfinished	12.00	Typell-1-Hour	70.60	22. SERVICE STATIONS:	
2. AUDITORIUMS:		(Good) \$14.10		Type 111-N	67.20	Type 11-N	52.60
Type I or II F.R.	82.60	8. FIRE STATIONS:		Type V-1-Hour	63.30	Type 111-1-Hour	52.80
Type 11-1-Hour	58.60	Type I or II F.R.	90.40	Type V-N	60.30	Type V-1-Hour	46.40
Type 11-N	55.70	Type 11-1-Hour	58.60	15. MEDICAL OFFICES:		Canopies	20.30
Type 111-1-Hour	62.70	Type 11-N	55.70	Type I or II F.R.*	94.80	23. STORES:	
Type 111-N	59.80	Type 111-1-Hour	65.20	Type 11-1-Hour	70.50	Type I or II F.R.*	66.40
Type V-1-Hour	57.50	Type 111-N	61.90	Type 111-1-Hour	67.20	Type 11-1-Hour	40.00
Type V-N	54.70	Type V-1-Hour	58.30	Type 111-N	77.10	Type 11-N	39.20
3. BANKS:		Type V-N	55.40	Type 111-1-Hour	73.60	Type 111-1-Hour	48.90
Type I or II F.R.*	118.20	9. HOMES FOR THE ELDERLY:		Type V-1-Hour	71.80	Type 111-N	46.10
Type 11-1-Hour	84.90	Type I or II F.R.	81.60	Type V-N	67.90	Type V-1-Hour	39.00
Type 11-N	80.90	Type 11-1-Hour	65.40	16. OFFICES**:		Type V-N	36.50
Type 111-1-Hour	96.30	Type 11-N	62.30	Type I or II F.R.*	84.90	24. THEATERS:	
Type 111-N	91.90	Type 111-1-Hour	68.20	Typell-1-Hour	55.00	Type I or II F.R.	86.50
Type V-1-Hour	84.90	Type 111-N	65.20	Type 11-N	52.40	Type 111-1-Hour	62.70
Type V-N	80.80	Type V-1-Hour	65.00	Type 111-1-Hour	60.50	Type 111-N	59.70
4. BOWLING ALLEYS:		Type V-N	61.80	Type 111-N	57.70	Type V-1-Hour	56.50
Type 11-1-Hour	39.50	10. HOSPITALS:		Type V-1-Hour	56.00	Type V-N	54.00
Type 11-N	37.70	Type I or II F.R.*	129.60	17. PRIVATE GARAGES:		25. WAREHOUSES* ..:	
Type 111-1-Hour	43.30	Type 111-1-Hour	107.80	Wood Frame	18.30	Type I or II F.R.	39.30
Type 111-N	41.30	Type V-1-Hour	100.00	Masonry	21.70	Type II or V-1-Hour	23.20
Type V-1-Hour	36.90	11. HOTELS AND MOTELS:		Open Carports	13.00	Type II or V-N	21.90
5. CHURCHES:		Type I or II F.R.*	81.00	18. PUBLIC BUILDINGS:		Typell-1-Hour	26.70
Type I or II F.R.*	78.00	Type 111-1-Hour	69.90	Type I or II F.R.*	98.90	Type 111-N	25.50
Type 11-1-Hour	58.30	Type 111-N	66.60	Type 11-1-Hour	73.80	EQUIPMENT	
Type 11-N	55.40	Type V-1-Hour	61.00	Type 11-N	70.50	AIR CONDITIONING:	
Type 111-1-Hour	62.60	Type V-N	58.20	Type 111-1-Hour	82.60	Commercial	3.40
Type 111-N	59.60	12. INDUSTRIAL PLANTS:		Type 111-N	78.90	Residential	2.80
Type V-1-Hour	56.90	Type I or II F.R.	44.90	Type V-1-Hour	73.00	SPRINKLER SYSTEMS	
Type V-N	54.20	Type 11-1-Hour	30.60	Type V-N	70.00		1.60
6. CONVALESCENT HOSPITALS:		Type 11-(Stock)	29.00	19. PUBLIC GARAGES:			
Type I or II F.R.*	110.60	Type 111-1-Hour	33.80	Type I or II F.R.*	39.00		
Type 111-1-Hour	78.90	Type 111-N	32.30	Type I or II Open Parking*	30.50		
Type V-1-Hour	71.00	nit-up	22.70	Type 11-N	22.90		
		Type V-1-Hour	30.50	Type 111-1-Hour	27.50		
		Type V-N	28.80				

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

**Deduct 20 percent for shell-only buildings.

***Deduct 11 percent for mini-warehouses.

REGIONAL MODIFIERS

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

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

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

Building Valuation Data

Although a list of numerous building in official, *Building Statistics* offers the following building valuation data representing average costs for most buildings. Be aware that the building area is the most common form; many others, two general classes are considered for these, one for "average" construction and the other for "good." A distinction should be made for special features and the location of the project. Higher or lower unit costs may often result.

The unit costs are intended to comply with the definition of "valuation" in Section 423 of the Uniform Building Code and thus include architectural, structural, electrical, plumbing and mechanical work, except as specifically listed below. The unit costs also include the contractor's profit, which should not be omitted.

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

Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average
1. APARTMENT HOUSES:		7. DWELLINGS:		13. JAILS:		Type 111-N	26.30
Type I or II F.R.*	\$ 70.40	Type V-Masonry	59.90	Type I or II F.R.*	126.70	Type V-1-Hour	22.10
(Good)	\$85.80	(Good)	\$76.10	Type 111-1-Hour	115.20	20. RESTAURANTS:	
Type V-Masonry		Type V-Wood Frame	51.50	Type V-1-Hour	82.80	Type 111-1-Hour	73.70
(or Type III)	56.00	(Good)	\$72.90	14. LIBRARIES:		Type 111-N	70.10
(Good)	\$69.70	Basements-		Type I or II F.R.*	92.80	Type V-1-Hour	65.10
Type V-Wood Frame	49.80	Semi-Finished	16.00	Type 11-1-Hour	64.90	Type V-N	62.20
(Good)	\$63.00	(Good)	\$18.20	Type 111-1-Hour	61.60	21. SCHOOLS:	
Type I-Basement Garage	29.50	Unfinished	12.00	Type 111-N	70.60	Type I or II F.R.*	88.70
2. AUDITORIUMS:		(Good)	\$14.10	Type 111-1-Hour	67.20	Type 11-1-Hour	63.20
Type I or II F.R.	82.60	8. FIRE STATIONS:		Type 111-N	63.30	Type 111-1-Hour	63.70
Type 11-1-Hour	58.60	Type I or II F.R.	90.40	Type V-N	60.30	Type 111-N	60.10
Type 11-N	55.70	Type 11-1-Hour	58.60	15. MEDICAL OFFICES:		Type V-1-Hour	58.10
Type 111-1-Hour	62.70	Type 11-N	55.70	Type I or II F.R.*	94.80	Type V-N	55.20
Type 111-N	59.80	Type III-1-Hour	65.20	Type 11-1-Hour	70.50	22. SERVICE STATIONS:	
Type V-1-Hour	57.50	Type 111-N	61.90	Type 11-N	67.20	Type 11-N	52.60
Type V-N	54.70	Type V-1-Hour	58.30	Type 111-1-Hour	77.10	Type 111-1-Hour	52.80
3. BANKS:		Type V-N	55.40	Type 111-N	73.60	Type V-1-Hour	46.40
Type I or II F.R.*	118.20	9. HOMES FOR THE ELDERLY:		Type V-1-Hour	7180	Canopies	20.30
Type 11-1-Hour	84.90	Type I or II F.R.	81.60	Type V-N	67.90	23. STORES:	
Type 11-N	80.90	Type 11-1-Hour	65.40	16. OFFICES**:		Type I or II F.R.*	66.40
Type 111-1-Hour	96.30	Type 11-N	62.30	Type I or II F.R.*	84.90	Type 11-1-Hour	40.00
Type 111-N	91.90	Type 111-1-Hour	68.20	Type 11-1-Hour	55.00	Type 11-N	39.20
Type V-1-Hour	84.90	Type 111-N	65.20	Type 11-N	52.40	Type 111-1-Hour	48.90
Type V-N	80.80	Type V-1-Hour	65.00	Type III-1-Hour	60.50	Type 111-N	46.10
4. BOWLING ALLEYS:		Type V-N	61.80	Type 111-N	57.70	Type V-1-Hour	39.00
Type 11-1-Hour	39.50	10. HOSPITALS:		Type V-1-Hour	56.00	Type V-N	36.50
Type 11-N	37.70	Type I or II F.R.	129.60	Type V-N	53.40	24. THEATERS:	
Type 111-1-Hour	43.30	Type 111-1-Hour	107.80	17. PRIVATE GARAGES:		Type I or II F.R.	86.50
Type 111-N	41.30	Type V-1-Hour	100.00	Wood Frame	18.30	Type III-1-Hour	62.70
Type V-1-Hour	36.90	11. HOTELS AND MOTELS:		Masonry	21.70	Type 111-N	59.70
5. CHURCHES:		Type I or II F.R.*	81.00	Open Carports	13.10	Type V-1-Hour	56.50
Type I or II F.R.	78.00	Type 111-1-Hour	69.90	18. PUBLIC BUILDINGS:		Type V-N	54.00
Type 11-1-Hour	58.30	Type 111-N	66.60	Type I or II F.R.*	98.90	25. WAREHOUSES***:	
Type 11-N	55.40	Type V-1-Hour	61.00	Type 11-1-Hour	73.80	Type I or II F.R.	39.30
Type 111-1-Hour	62.60	Type V-N	58.20	Type 11-N	70.50	Type II or V-1-Hour	23.20
Type 111-N	59.60	12. INDUSTRIAL PLANTS:		Type 111-1-Hour	82.60	Type II or V-N	21.90
Type V-1-Hour	56.90	Type I or II F.R.	44.90	Type 111-N	78.90	Type 111-1-Hour	26.70
Type V-N	54.20	Type 11-1-Hour	30.60	Type V-1-Hour	73.00	Type 111-N	25.50
6. CONVALESCENT HOSPITALS:		Type 11-(Stock)	29.00	Type V-N	70.00	EQUIPMENT	
Type I or II F.R.*	110.60	Type 111-1-Hour	33.80	19. PUBLIC GARAGES:		AIR CONDITIONING ;	
Type II-1-Hour	78.90	Type 111-N	32.30	Type I or II F.R.*	39.00	Commercial	3.40
Type V-1-Hour	71.00	Tilt-up	22.70	Type I or II Open Parking*	30.50	Residential	2.80
		Type V-1-Hour	30.50	Type 11-N	22.90	SPRINKLER SYSTEMS	1.60
		Type V-N	28.80	Type 111-1-Hour	27.50		

*Add 0.5 percent to total cost for each story over three. **Deduct 20 percent for shell-only buildings. ***Deduct 11 percent for mini-warehouses.

REGIONAL MODIFIERS

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

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

Eastern U.S.	Modifier	Eastern U.S. (cont.)	Modifier	Central U.S.	Modifier	Western U.S.	Modifier
Connecticut	0.95	Pennsylvania		Kentucky	0.77	Arizona	0.82
Delaware	0.87	Philadelphia	0.90	Louisiana	0.78	California	
District of Columbia	0.87	Other	0.83	Michigan	0.84	Los Angeles	1.00
Florida	0.74	Rhode Island	0.94	Minnesota	0.86	San Francisco	1.13
Georgia	0.68	South Carolina	0.70	Mississippi	0.71	Other	1.19
Maine	0.81	Vermont	0.80	Missouri	0.78	Colorado	0.8
Maryland	0.7	Virginia	0.73	Nebraska	0.7	Hawaii	1.10
Massachusetts	0.94	West Virginia	0.82	North Dakota	0.00	Idaho	0.8
New Hampshire	0.12	Central U.S.		Ohio	0.80	Montana	0.79
New Jersey	0.91	Alabama	0.72	Oklahoma	0.71	Nevada	0.86
New York		Arkansas	0.70	South Dakota	0.78	New Mexico	0.73
New York City	1.16	Illinois	0.87	Tennessee	0.7	Oregon	0.85
Other	0.87	Indiana	0.8	Texas	0.74	Utah	0.78
North Carolina	0.70	Iowa	0.80	Wisconsin	0.85	Washington	0.80
		Kansas	0.74	Alaska	1.10	Wyoming	0.

City of Grimes Fee Schedule 2020

Fire Department

Johnston Grimes Metropolitan Fire Department Fee Schedule

<u>Description</u>	<u>Fee</u>
Fire Department:	
Fire Sprinkler Plans – 1 st Riser	\$150
Additional Riser	\$50
Standpipe	\$150
Fire Pump	\$150
Clean Agent System	\$150
Fire Alarm – Non Addressable	\$50
Fire Alarm – Non Addressable	\$100
Each Additional Increment of 30 Devices	\$25
1 st Re-inspection Fee	\$0
2 nd Re-inspection Fee	\$100
3 rd Re-inspection Fee	\$200
4 th Re-inspection Fee	\$300
5 th Re-inspection Fee	\$400
Subsequent Re-inspection Fee	\$500
Nuisance Alarms in 12 months (Alarms 1-3)	\$0
4 th Nuisance Alarm	\$100
5 th Nuisance Alarm	\$200
6 th Nuisance Alarm	\$300
7 th Nuisance Alarm	\$400
Subsequent Nuisance Alarms	\$500

CITY HALL

<u>Description</u>	<u>Fee</u>
Utilities Billing:	
Meters:	
5/8" X 3/4"	\$1.62
3/4" X 3/4"	\$1.62
1"	\$1.62
1 1/2"	\$2.37
2"	\$8.33
3"	\$10.51
4"	\$17.19
Meter Install	\$20
Hydrant Meters:	
3/4"	\$325
3"	\$2500
Hookup (first 30 days)	\$200
Hookup (additional 30 days)	\$75
Irrigation Meters:	
3/4"	\$325
1"	\$400
Meter Testing	\$25
Construction Water Permit	\$100
Late Penalty	1.5% of amount due
Disconnect Notice	\$5
Reconnect Fee	\$25
Reconnect Fee (between 3:00 & 5:00)	\$50
Rental Resident Deposit	\$100
Garbage & Recycle	\$10.68/month
Compost Carts (Annual)	\$105

Administrative:

Tickets:	
Parking	\$10
Handicap Parking	\$50
Fire Lane Parking	\$50
Fireworks (first offence)	\$100
Fireworks (second offence)	\$750
Tobacco License (Full Year)	\$75
Tobacco License (Oct-Dec)	\$56.25
Tobacco License (Jan-Mar)	\$37.50
Tobacco License (Apr-Jun)	\$18.75
Pet License	\$5 annually
Compost Bag	\$1.60
Compost Bags (bundle of 5)	\$8
Compost Sticker	\$1.25

City of Grimes Fee Schedule 2020**City Hall**

Incinerator Permit	\$10 annually
Disposal Site License	\$1,000 annually
Permit to Haul Waste	\$5 per vehicle annually
Hazardous Waste Storage Permit	\$1,000 annually
Peddlers License (Week)	\$20 + \$200 cash bond
Peddlers License (Month)	\$50 + \$200 cash bond
Peddlers License (Three Months)	\$100 + \$200 cash bond
Transient Merchant License (7 days)	\$150
Transient Merchant License (90 days)	\$300
Transient Merchant License (Annual)	\$500
House Mover Permit	\$100
Cemetery Lot (Resident)	\$250
Cemetery Lot (Non-Resident)	\$500
Fax (first page)	\$1.10
Fax (all pages after first)	\$0.35

Municipal Services:

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

City of Grimes Fee Schedule 2020

Library

Grimes Library

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

City of Grimes Fee Schedule 2020

Parks & Recreation

Grimes Community Complex & Recreation Programming

Facility:	Description	Fee	
		Resident Rate	Non-Resident
	Batting Cage	\$15 per hr	\$30 per hr
	Room 106	\$10 per hr	\$20 per hr
	Room 107	\$10 per hr	\$20 per hr
	Room 202/203	\$30 per hr	\$50 per hr
	Room 205	\$10 per hr	\$20 per hr
	Kitchen/Cafeteria	\$15 per hr	\$30 per hr
	Gym	\$20 per hr	\$40 per hr
	Gym with Bounce House	\$50 per hr	\$70 per hr
	Banquet Hall	\$30 per hr	\$60 per hr
	Room 402	\$20 per hr	\$40 per hr
	After Hour Parties for any room	+ \$20 per hr	+ \$30 per hr
Programming/Sports:			
	Football- Flag (7 weeks)	\$40 per child	\$65 per child
	Bam Bam (6 times)	\$35 per child	\$45 per child
	Tiny Kickers (6 times)	\$35 per child	\$45 per child
	Basketball (8 weeks)	\$40 per child	\$65 per child
	Sports Clinics- Basketball, Football, Wrestling, Soccer (6 times)	\$35 per child	\$45 per child
	Volleyball (7 weeks)	\$35 per child	\$55 per child
	Adult Men's Basketball	\$200 per team	\$250 per team
	Adult Indoor Volleyball	\$100 per team	
	Adult Sand Volleyball	\$60 per team	
	Adult Slow Pitch Softball	\$150 per team	
	Boot Camp	\$45 per person	
	Taekwondo	\$60 per person	
	Annual Halloween Fest	\$5 per family, \$1 per person	
	Citywide Garage Sale	\$5 per sale to be listed	
	Shade Grimes (Max of 2 per household)	\$35 per tree	\$40 per tree
	Grimes Giving Garden	\$10 per garden plot	
	Summer Adventures	\$40 per child per week (MWF)	
	Running Camp	\$35 per child	\$45 per child
	Safety City (Thurs-Fri)	\$25 per child	\$35 per child
	Tennis Clinic	\$35 per child	\$45 per child
	Tiny Adventures (Mon-Wed)	\$35 per child	\$45 per child
Shelters:			
	Resident- 4 hour rental at all	Free	
	Non-Resident- 4 hour rental at all	\$40	

PSA's for items Ia, Ib, and Ic will be available Monday April 27, 2020

AGREEMENT

THIS IS AN AGREEMENT effective as of _____, 2020 ("Effective Date") between the City of Grimes, Iowa ("City") and Calhoun-Burns and Associates, Inc., West Des Moines, Iowa ("Engineer"). Engineer agrees to provide the services described below to City for 2020 bridge inspection in the City of Grimes, Iowa ("Assignment").

Description of Engineer's Services:

- Routine inspection of two (2) bridges - Attachment A
- Includes updates to the load rating certifications as required.
- Above work will be in accordance with Iowa Department of Transportation and Federal Highway Administration guidelines and requirements.

City and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and City shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to City.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If City fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, Engineer may, without liability, after giving seven days written notice to City, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.01 Additional Services

A. If authorized by City, or if required because of changes in the Assignment, Engineer shall furnish services in addition to those set forth above.

B. City shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Assignment an amount equal to the cumulative hours charged to the Assignment by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by City to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Assignment are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to City on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by City effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Assignment materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the State of Iowa.

6.01 Successors, Assigns, and Beneficiaries

A. Neither City nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and City may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents.

C. To the fullest extent permitted by law, City and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and officials, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment, and (2) agree that Engineer's total liability to City under this Agreement shall be limited to \$10,000.00 or the total amount of compensation received by Engineer, whichever is greater, unless the Engineer has available liability insurance coverage for the claim.

D. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until City: (i) retains appropriate specialist or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between City and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment

A. Using the procedures set forth in paragraph 2.01, City shall pay Engineer as follows:

- | | |
|--|--|
| 1. Routine Visual Inspections: | Lump Sum = \$ 1,000.00 |
| 2. Updated Load Rating Certifications: | At Current Hourly Rates
Not-To-Exceed \$500.00
Without Further Authorization |

B. The Engineer's compensation is conditioned on the time to complete the Assignment not exceeding six (6) months. Should the time to complete the assignment be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

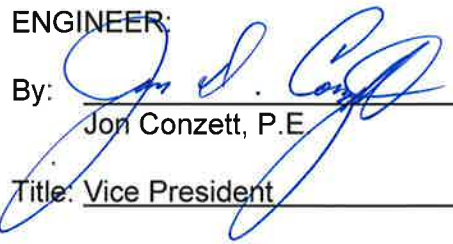
CITY:

By: _____
Scott Mikkelsen

Title: Mayor

Date: _____

ENGINEER:

By:  _____
Jon Konzett, P.E.

Title: Vice President

Date: 4/27/20

ATTESTED BY:

By: _____
Rochelle Williams

Title: City Clerk

Date: _____

ATTACHMENT A

City of Grimes, Iowa Bridge Inspection Program – 2020

1. Initial and routine inspections shall be performed and completed reports submitted on the following bridges:

FHWA NO.	LOCATION
282271	North James Street
505485	NE Beaverbrooke Boulevard



CALHOUN-BURNS AND ASSOCIATES, INC.

BRIDGES ♦ STRUCTURES ♦ TRANSPORTATION

HOURLY BILLING RATES (EFFECTIVE JULY, 2019)

PRINCIPAL OF FIRM IV	\$ 210.00 / HOUR
PRINCIPAL OF FIRM III	\$ 202.00 / HOUR
PRINCIPAL OF FIRM II	\$ 194.00 / HOUR
PRINCIPAL OF FIRM I	\$ 185.00 / HOUR
SENIOR PROJECT MANAGER IV	\$ 170.00 / HOUR
SENIOR PROJECT MANAGER III	\$ 166.00 / HOUR
SENIOR PROJECT MANAGER II	\$ 162.00 / HOUR
SENIOR PROJECT MANAGER I	\$ 158.00 / HOUR
PROJECT MANAGER IV	\$ 160.00 / HOUR
PROJECT MANAGER III	\$ 156.00 / HOUR
PROJECT MANAGER II	\$ 152.00 / HOUR
PROJECT MANAGER I	\$ 148.00 / HOUR
SENIOR PROJECT ENGINEER IV	\$ 147.00 / HOUR
SENIOR PROJECT ENGINEER III	\$ 139.00 / HOUR
SENIOR PROJECT ENGINEER II	\$ 130.00 / HOUR
SENIOR PROJECT ENGINEER I	\$ 121.00 / HOUR
PROJECT ENGINEER IV	\$ 136.00 / HOUR
PROJECT ENGINEER III	\$ 126.00 / HOUR
PROJECT ENGINEER II	\$ 116.00 / HOUR
PROJECT ENGINEER I	\$ 106.00 / HOUR
SENIOR DESIGN ENGINEER IV	\$ 123.00 / HOUR
SENIOR DESIGN ENGINEER III	\$ 113.00 / HOUR
SENIOR DESIGN ENGINEER II	\$ 103.00 / HOUR
SENIOR DESIGN ENGINEER I	\$ 93.00 / HOUR
DESIGN ENGINEER IV	\$ 113.00 / HOUR
DESIGN ENGINEER III	\$ 107.00 / HOUR
DESIGN ENGINEER II	\$ 101.00 / HOUR
DESIGN ENGINEER I	\$ 95.00 / HOUR
ENGINEER INTERN	\$ 80.00 / HOUR
SENIOR TECHNICIAN IV	\$ 122.00 / HOUR
SENIOR TECHNICIAN III	\$ 117.00 / HOUR
SENIOR TECHNICIAN II	\$ 112.00 / HOUR
SENIOR TECHNICIAN I	\$ 107.00 / HOUR
TECHNICIAN IV	\$ 108.00 / HOUR
TECHNICIAN III	\$ 104.00 / HOUR
TECHNICIAN II	\$ 100.00 / HOUR
TECHNICIAN I	\$ 96.00 / HOUR
OFFICE MANAGER	\$ 136.00 / HOUR
ADMINISTRATIVE ASSISTANT IV	\$ 92.00 / HOUR
ADMINISTRATIVE ASSISTANT III	\$ 88.00 / HOUR
ADMINISTRATIVE ASSISTANT II	\$ 84.00 / HOUR
ADMINISTRATIVE ASSISTANT I	\$ 80.00 / HOUR
MILEAGE:	CURRENT IRS STANDARD RATE
EXPENSES:	ACTUAL COST

**HOURLY RATES SHALL BE ADJUSTED ANNUALLY IN ACCORDANCE WITH
CONSULTING ENGINEERS' NORMAL BUSINESS PRACTICE.**



Professional Services Agreement

This AGREEMENT (Agreement) is made today April 28, 2020 by and between CITY OF GRIMES (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: North Sports Complex Sanitary Sewer Extension and
North Pointe Storm Sewer Extension

The scope of the work authorized is: See Attachment B

The schedule to perform the work is: See Attachment C

The cost, not to exceed for the work is: \$20,250.00

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF GRIMES

MSA PROFESSIONAL SERVICES, INC.

Scott Mikkelsen

Mayor

Date: _____

Jason Miller, PE

Vice President

Date: April 23, 2020

ATTEST:

Rochelle Williams

City Clerk

101 NE Harvey Street

Grimes, IA 50111

Phone: (515) 986-3036

Fax: (515) 986-3846

1555 SE Delaware Ave, Suite F

Ankeny, IA 50021

Phone: (515) 635-3404

Fax: (515) 964-4003

ATTACHMENT A: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects	\$115 – \$175/hr.
Clerical	\$ 60 – \$115/hr.
CAD Technician	\$ 95 – \$143/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$143/hr.
Housing Administration	\$ 75 – \$120/hr.
Hydrogeologists	\$125 – \$155/hr.
Planners	\$ 85 – \$170/hr.
Principals.....	\$175 – \$275/hr.
Professional Engineers	\$ 86 – \$190/hr.
Project Manager	\$ 150 – \$238/hr.
Professional Land Surveyors	\$ 87 – \$165/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians	\$ 65 – \$128/hr.
Wastewater Treatment Plant Operator.....	\$ 75 – \$ 95/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Fax	\$1.00/page
GPS Equipment	\$40/hour
Mailing/UPS	At cost
Mileage – Reimbursement (currently \$0.575/mile).....	Rate set by Fed. Gov.
Mileage – MSA Vehicle (currently \$0.70/mile)	Rate set by Fed. Gov
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing	At cost
Trimble Geodimeter.....	\$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2021.

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no

time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA's Workers' Compensation and General Liability will be in compliance with requirements specified by Iowa's Statewide Urban Design Standards (SUDAS). The OWNER will be listed as an additional insured on the General Liability insurance policy. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is individually responsible for OWNER'S attorneys' fees, unless the attorney fees are provided under MSA's General Liability insurance policy coverage. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is individually responsible for MSA's attorneys' fees, unless those attorney fees are covered under OWNER's General Liability insurance policy coverage. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters through mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the state court of the state of Iowa.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall only be liable for damages that are directly related to a breach of contract or negligent act by the Consultant. Consultant shall not be liable, in contract or tort or otherwise, for any special indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Iowa.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Iowa for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

PROJECT DESCRIPTION

North Sports Complex Sanitary Sewer Extension

The project consists of sanitary sewer extension to serve a greater area for future development near the North Sports Complex. Project includes, but is not limited to, sanitary sewer extension, manhole installation and capped services.

North Pointe Park Storm Sewer Extension

The project also includes extension of a storm sewer outlet from its current location into North Pointe where it outlets into an existing detention basin. Project includes, but is not limited to, storm sewer extension and grading of associated areas.

SCOPE OF SERVICES

MSA will provide services as set forth below.

SANITARY SEWER EXTENSION – NORTH SPORTS COMPLEX

1. Project Administration

- Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.

2. Quality Assurance/Quality Control

- Employ documented quality-assurance/quality-control procedures throughout project.

3. Project Site Information

- Right-of-Way Research: utilize recorded survey documentation in project area to determine right-of-way locations.
- Contact Utility One Call: utilize marking and mapping provided by one-call agency to assess locations of existing private utilities in the area.
- Topographic Survey: collect location and elevation data of existing features at the site for use as basis of design.
- Utility Structure Survey: investigate utility structures to obtain field measured invert elevations, penetrating pipe information, and condition assessment.
- Wetland Investigation: Desktop evaluation to assess site for presence of wetlands utilizing publicly available wetland and soils maps. (Wetland delineation and permitting not included).
- Floodplain Investigation: Assess site for presence of floodplain and floodway utilizing online Flood Insurance Rate Maps (permitting not included).

4. Design –Sanitary Sewer

- Sanitary Sewer Design: Develop horizontal and vertical alignments for sanitary sewer. Determine structure, lateral, and connection locations. Perform required design computations regarding pressure and capacity. Prepare construction details.
- Erosion Control Design: Determine location and type of erosion control devices needed to meet regulatory requirements.
- Traffic Control Design: Determine location and type of traffic control devices needed to safely route traffic around and through the construction site.
- Construction Cost Estimate: Develop a preliminary construction cost estimate based on preliminary plans. Develop an Engineers Estimate of Construction cost based on quantities computed from final plans.

5. Plan Preparation and Drafting

- Preliminary Plan Preparation: Prepare preliminary plans showing topographic survey information, horizontal and vertical alignments of utilities and roadway, typical roadway cross section, and typical construction details.
- Final Plan Preparation: Prepare final plans based on preliminary plans, Owner feedback, and additional design development. Final plans will include:
 - Title Sheet
 - Details & General Information Sheet
 - Quantities and Reference Information Sheet
 - Sanitary Plan and Profile Sheet
 - Reference & Staking Sheet
 - Traffic Control Sheet
 - Site Grading Sheet

6. Project Manual

- Project Manual: Prepare project manual utilizing Owners Informal bid front end documents and referencing SUDAS.

7. Utility Coordination

- Coordination and Communication
 - Inform private utility companies (gas, electric, and communications) of the project scope and timeline.
 - Note utility locations (as provided by utility companies and/or one-call locate) on the project plans.
 - Provide utility companies with preliminary and final plans for the project.
 - Invite utilities to pre-construction meeting.

8. Permits: Prepare permit application and required attachments for:

- Sanitary Sewer Extension (Iowa DNR)
 - Permit fee will be paid by Owner.

9. Design Meetings: Assumed 3 meetings included

- Project kick-off: Attend one meeting with staff prior to starting work on the project.
- Preliminary Plan review: Attend one meeting with staff after preliminary plans are complete, prior to starting final plans.
- Final Plan review: Attend one meeting with staff.
- Unless otherwise noted, all meetings will take place via remote meeting

10. Bidding (Informal)

- Assist Owner in Distributing Invitation to selected bidders.
- Issue Addenda as appropriate to clarify, correct, or change the bidding documents
- Prepare Tabulation of Bids
- Assist Owner in evaluating bids.
- Assist Owner in execution of contract, PP&M bond and review of Certificate of Insurance

STORM SEWER EXTENSION – NORTH POINTE

1. Project Administration

- Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.

2. Quality Assurance/Quality Control

- Employ documented quality-assurance/quality-control procedures throughout project.

3. Project Site Information

- Right-of-Way Research: utilize recorded survey documentation in project area to determine right-of-way locations.
- Contact Utility One Call: utilize marking and mapping provided by one-call agency to assess locations of existing private utilities in the area.
- Topographic Survey: collect location and elevation data of existing features at the site for use as basis of design.
- Utility Structure Survey: investigate utility structures to obtain field measured invert elevations, penetrating pipe information, and condition assessment. Potholing of potential utility crossing shall also be performed (up to 6 included within contract, assuming site is accessible by heavy equipment).
- Wetland Investigation: Desktop evaluation to assess site for presence of wetlands utilizing publicly available wetland and soils maps. (Wetland delineation and permitting not included).
- Floodplain Investigation: Assess site for presence of floodplain and floodway utilizing online Flood Insurance Rate Maps (permitting not included).

4. Design – Storm Sewer

- Storm sewer Design: Determine storm sewer inlet and discharge locations. Develop routing and sizing for storm sewer and surface water drainage and storm water management practices. Prepare construction details.
- Erosion Control Design: Determine location and type of erosion control devices needed to meet regulatory requirements.
- Construction Cost Estimate: Develop a preliminary construction cost estimate based on preliminary plans. Develop an Engineers Estimate of Construction cost based on quantities computed from final plans.

5. Plan Preparation and Drafting

- Preliminary Plan Preparation: Prepare preliminary plans showing topographic survey information, horizontal and vertical alignments of utilities and roadway, typical roadway cross section, and typical construction details.
- Final Plan Preparation: Prepare final plans based on preliminary plans, Owner feedback, and additional design development. Final plans will include:
 - Title Sheet
 - Details & General Information Sheet
 - Quantities and Reference Information Sheet
 - Storm Plan and Profile Sheet
 - Swale Plan and Profile Sheet
 - Swale Cross Section Sheet
 - Reference & Staking Sheet

6. Project Manual

- Specifications: Prepare project manual utilizing Owners Informal bid front end documents and referencing SUDAS.

7. Utility Coordination

- Coordination and Communication
 - Inform private utility companies (gas, electric, and communications) of the project scope and timeline.
 - Note utility locations (as provided by utility companies and/or one-call locate) on the project plans.
 - Provide utility companies with preliminary and final plans for the project.
 - Invite utilities to pre-construction meeting.

8. Design Meetings: Assumed 3 meetings included

- Project kick-off: Attend one meeting with staff prior to starting work on the project.
- Preliminary Plan review: Attend one meeting with staff after preliminary plans are complete, prior to starting final plans.
- Final Plan review: Attend one meeting with staff.
- Unless otherwise noted, all meetings will take place via remote meeting.

9. Bidding (Informal)

- Assist Owner in distributing Invitation to Selected Bidders
- Issue Addenda as appropriate to clarify, correct, or change the bidding documents
- Prepare Tabulation of Bids
- Assist Owner in evaluating bids
- Assist Owner in execution of contract, PP&M bond and review of Certificate of Insurance.

DELIVERABLES

MSA will provide the following deliverables for each sub-project, North Pointe Storm and North Sports Sewer, as applicable:

1. Topographic base map: one electronic files, one PDF format.
2. Preliminary plans: two (2) paper copies, one PDF file of the preliminary plans, and construction cost estimate for Owner review.
3. Preliminary Construction Cost Estimate
4. Final plans: two (2) paper copies and one PDF file of the final plans and construction cost estimate, for Owner review.
5. Final Construction Cost Estimate
6. Permit Applications: One PDF file (per application) containing permit application with attachments, and one paper copy for submittal to permitting authority. (Sanitary Extension only)
7. Bidding Documents: two (2) paper copies, one PDF file of the bidding documents, including project manual, plan sets and any addenda. Plans for bidding process will be provided to Contractors, by Invitation, electronically.

ADDITIONAL SERVICES

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

1. Construction related services, including, but not limited to:
 - a. Construction Administration
 - b. Construction Staking
 - c. Construction Observation
 - d. Post Construction Services
2. Easement document preparation
 - a. Preparation of temporary or permanent easement documents for use for real estate acquisition in conjunction with the above projects
3. Survey mapping and monumentation
4. Utility system modeling
5. Funding applications and administration
6. Additional meetings not specifically listed in the scope.
7. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
8. Permit assistance related to surface waters and wetlands.
9. Variance requests (if required for permit applications included in the scope).
10. Updates to Owner's electronic Geographic Information System to reflect changes from project.

**ATTACHMENT B:
SCOPE OF SERVICES**

OWNER'S RESPONSIBILITIES

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

FEE SUMMARY

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

Sanitary Sewer Extension – North Sports Complex	\$8,600.00
Storm Sewer Extension – North Pointe	\$11,650.00
Total	\$20,250.00

The Owner will compensate MSA for above services on a time and expense basis, not to exceed, \$20,250.00.

PROJECT SCHEDULENorth Sports Complex Sanitary Sewer Extension and
North Pointe Storm Sewer Extension

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

MILESTONE	DATE
• Project Authorization from City	April 28, 2020
• Begin Survey	April 29-May 1, 2020
• Begin Preliminary Design	May 4, 2020
• Preliminary Plan Submittal	May 15, 2020
• City Preliminary Plan Review	May 18-22, 2020
• Final Plan Submittal	May 29, 2020
• City Final Plan Review	June 1-5, 2020
• Final Plans to Clerk for May 12th Letting	June 9, 2020
• Send Out Notice to Bidders	June 12, 2020
• Informal Bid Letting *	July 8, 2020
• Award of Contract	July 14, 2020
• Project Construction	Fall 2020

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

* Bid date for North Sports Complex Sanitary Sewer Extension is subject to DNR Sanitary Sewer Permit review schedule and may be delayed based on extended review times.



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form - modified)

NOW ON THIS 28th day of April, 2020, **Snyder & Associates, Inc.**,
2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and
City of Grimes, 101 NE Harvey St, Grimes, IA 50111

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Iowa Highway 141 SB & Iowa Highway 44 Traffic Signal and Turn Lane Improvements
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
 - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
 - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
 - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
 - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
 - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.
6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
 - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
 - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
 - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
 - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:
 - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
 - 9.2. If requested, provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
- 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
- 9.5. Review and examine (and shall seek the advice of an attorney, insurance counselor, financial and other advisors or consultants, as Client deems necessary relative to such review and examination) all studies, reports, sketches, drawings, specifications, proposals, alternate solutions, sample or proposed legal documents and other documents submitted by Professional and render to Professional written interim and/or final decisions thereto.
- 9.6. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services when known to the Client.
- 9.7. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
- 9.8. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
- 10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.
- 10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 18, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1.1 above).

11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **LIMITATION:** In allocating the risks of this Project, Client agrees that: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Professional and the Professional's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed, in the aggregate, the limits of the Professional's available insurance. This limitation shall apply regardless of the cause of action or legal theory pled or asserted unless otherwise prohibited by law.

14. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.
- 14.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.
- 14.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.
- 14.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.
- 14.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.
15. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.
16. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

17. **SUSPENSION OF SERVICES:** If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

17.1.If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

17.2.If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

18. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

18.1.The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

18.2.The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

18.3.It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

19. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

19.1.The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

19.2.Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

19.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

19.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

19.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

19.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

19.3. In the event of any termination that is not the fault of the Professional, the client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

20. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

21. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 16 above).

22. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

23. **PROOF OF INSURANCE:** Professional will maintain liability insurance per Exhibit C. Professional will include the Client as an additional insured to applicable policies per Exhibit C, and provide a copy of its current insurance declaration sheet(s) to the Client's City Clerk.

24. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit A Scope of Services

Exhibit B Standard Fee Schedule

Exhibit C Insurance

Exhibit

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

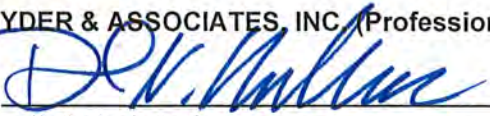
City of Grimes (Client)

By: _____
(Authorized agent)

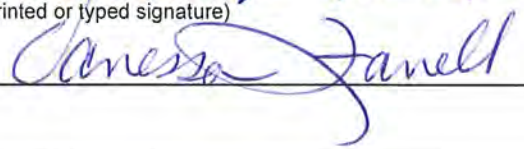
Scott Mikkelsen, Mayor
(Printed or typed signature)

Attest: _____
Rochelle Williams
City Clerk

SNYDER & ASSOCIATES, INC. (Professional)

By: 
(Authorized agent)

David N. Moeller, P.E., President
(Printed or typed signature)

Attest: 

Route executed copy to: Todd Knox

EXHIBIT A – SCOPE OF SERVICES

IOWA HIGHWAY 141 SOUTHBOUND & IOWA HIGHWAY 44 TRAFFIC SIGNAL AND TURN LANE IMPROVEMENTS

I. SCOPE OF WORK

A. GENERAL

The PROFESSIONAL shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as follows:

1. The PROJECT includes the design and construction of ramp improvements and a new traffic signal at the intersection of Iowa Highway 141 (IA 141) southbound (SB) and Iowa Highway 44 (IA 44) (aka East 1st Street) in the City of Grimes. The traffic signal improvements will consist of providing traffic signalization and Accessible Pedestrian Signals (APS) with additional pedestal poles, as needed. The PROJECT includes widening the southbound exit ramp (Ramp A) from IA 141 to accommodate a right turn lane and a through / left turn lane.
2. The PROJECT includes reviewing the existing curb ramps at the intersection for ADA (American with Disabilities Act) compliance. New curb ramps will be designed and constructed as part of the PROJECT if the existing curb ramps are not in compliance.
3. The PROJECT may include a culvert extension and minor drainage improvements to accommodate the widening along Ramp A.
4. The PROJECT includes a pavement marking and signing plan.
5. The PROJECT will have one set of plans for the improvements to be constructed in 2021. The PROFESSIONAL shall prepare a separate set of contract documents to solicit quotations from potential suppliers for the CLIENT to furnish the traffic signal poles and equipment for the PROJECT. All signal equipment will be installed as part of the project construction.
6. The PROFESSIONAL will complete design, plans, contract documents, specifications, and bid phase assistance, defined in Article I.B, for the proposed PROJECT.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows:

1. PROJECT ADMINISTRATION AND COORDINATION

- a. Monthly progress reports.
- b. Monthly billing reports.
- c. Project coordination for engineering and coordination with the CLIENT, Iowa DOT, and utility companies, as needed.
- d. Project design review with the CLIENT, as needed.
- e. One meeting with the CLIENT to review the project plans, construction staging, signal improvements, and project schedule.
- f. Prepare USTEP and TSIP grant applications on behalf of the CLIENT for submittal to the Iowa DOT.

2. SURVEY AND BASE DRAWINGS

The PROFESSIONAL shall provide topographic survey for proposed improvements. This service includes:

- a. Horizontal Datum will be provided using Iowa State Planes South.
- b. Vertical Datum will be provided using NAVD 88.
- c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1000 feet horizontal or 25 feet vertical.
- d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25 foot grid will be used to create the topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.
- e. Contours shall be shown at 1-foot intervals.
- f. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements.

- g. A boundary survey will be performed to establish the existing right-of-way along the southbound ramps within the project limits. The Polk County's Assessor and Recorder sites will be researched to obtain recorded easement information on parcels adjacent to each intersection.
- h. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level "C" Subsurface Utility Engineering survey as outlined below.

Quality Level "C" involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

3. DESIGN AND PLAN PREPARATION

The PROFESSIONAL shall complete the design and prepare plans, specifications, and bid documents for the improvements for the established scope for this project and furnish a copy of these documents to the CLIENT for review and approval prior to final acceptance and distribution for a local letting. This will also involve the development of project details, general notes, and special provisions as needed to supplement SUDAS specifications, control reference notes, staging, and coordination.

- a. Plan and vertical geometry information for widening along the west side of the southbound exit ramp, replacing the shoulder, culvert extension, ditch regrading, and sidewalk improvements. The stationing for the ramp widening will match the Iowa DOT's as built plans.
- b. Grading plan and stakeless grading file(s).
- c. Construction staging layouts and plans. Through traffic along the ramp will be maintained during construction.

- d. Pavement marking and signage layouts, including interim layouts.
- e. The project information will include full plan sheets including A-, B- and C- sheets; plan view sheet (D-sheet); pavement marking, staging and traffic control (J-Sheets); horizontal and vertical geometry and jointing (L- and S-Sheets); and U-Sheets for special details. Specifications may include Special Provisions to supplement SUDAS Standard Specifications and the City of Grimes Supplemental Specifications.
- f. One meeting with the CLIENT to review design comments received from the CLIENT and Iowa DOT.
- g. Final Opinion of Probable Construction Cost. Prepare a final opinion of total probable construction cost based on the design developed for each phase.
- h. Permits: Prepare and submit to CLIENT for submittal to the Iowa DOT the Traffic Signal Device and Work in Highway ROW permits.

4. TRAFFIC SIGNAL DESIGN AND PLANS

The PROFESSIONAL shall perform design and prepare plans for the traffic signal improvements as follows:

- a. Utilize project base mapping and proposed intersection layout to prepare traffic signal plans for a new traffic signal installation at the intersection.
- b. Prepare preliminary traffic signal layout and fiber optic connection to be included in the preliminary plan submittal for the project.
- c. Prepare traffic signal check plans and provide to the CLIENT to be included with the widening project.
- d. Prepare cost opinion for proposed traffic signal improvements.
- e. Prepare traffic signal special provisions, as needed, to supplement SUDAS Standard Specifications.
- f. Complete final plans, based on CLIENT comments received.
- g. Coordinate with suppliers to pre-order signal equipment with longer lead times (more than 3 months). Expected equipment includes traffic signal mast arm poles, ATC cabinet/equipment, and LED indications.

5. PROJECT INFORMATION MEETING

It is not anticipated a Project Information Meeting will be held for this PROJECT.

6. BID PERIOD ASSISTANCE

The PROFESSIONAL shall perform the following services:

- a. Bidding Documents. The PROJECT will be let by the CLIENT, and the PROFESSIONAL shall supply the necessary Contract Documents for this process. The PROFESSIONAL shall distribute the Contract Documents to potential bidders via upload to QuestCDN and make available paper copies at City Hall and the PROFESSIONAL's Ankeny Office.
- b. Advertising. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services.
- c. Bidding. The PROJECT will be bid in one bid letting. The PROFESSIONAL shall attend the meeting at which bids are received, tabulate the bids, make a recommendation to the CLIENT regarding award of the construction contract to the lowest qualified bidder, prepare the construction contract, payment, performance, and maintenance bonds, and review the Certificate of Insurance.
- d. The PROFESSIONAL shall prepare document and facilitate obtaining quantities for suppliers to deliver traffic signal equipment and poles to the CLIENT. The traffic signals will be installed by the contractor as part of the PROJECT but furnished by the CLIENT.

C. CONSTRUCTION SERVICES

Construction services shall be performed under a separate Agreement or Amendment.

D. ADDITIONAL SERVICES

The PROFESSIONAL shall provide additional services as follows. Payment shall be as specified in Article III in Exhibit A of this Agreement.

1. UTILITY POTHOLING

Utility potholing services are not anticipated for this PROJECT. If required, services shall be performed under separate Agreement or Amendment.

2. RIGHT-OF-WAY SERVICES

Right-of-way acquisition services are not anticipated for this PROJECT. If required, right-of-way services shall be performed under separate Agreement or Amendment.

3. PERMIT FEES AND REIMBURSABLES

This item is for required permit fees, plan download costs, and other direct costs to the Project, to be billed to the CLIENT.

4. CHANGES IN THE SCOPE OF SERVICES

The CLIENT may request Extra Services from the PROFESSIONAL not included in the Scope of Services as outlined. Extra Services may include, but not be limited to, expanding the scope of the PROJECT and work to be completed; requesting the development of various documents; or requesting additional work items that increases the Professional Services and corresponding costs. Extra Services shall be performed as requested in writing by the CLIENT on an hourly basis in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule as included in Exhibit B. All services quoted on a lump sum basis shall be valid for one year from the contract date.

E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS

1. PROFESSIONAL'S Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial Storm Water Pollution Prevention Plan (SWPPP), then and in that event and notwithstanding any provision to the contrary, PROFESSIONAL shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial Storm Water Pollution Prevention Plan for the site using the SWPPP template provided by the CLIENT.

2. CLIENT'S Responsibility

CLIENT shall be solely responsible for: a) the submittal of the Notice of Intent, to be published by the PROFESSIONAL; b) the implementation, administration and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and, e) compliance with all NPDES or storm water discharge statutes, rules, regulations or ordinances

applicable to the site. The PROFESSIONAL will include the initial Storm Water Pollution Prevention Plan (SWPPP) as a part of the Contract Documents using the SWPPP template provided by the CLIENT.

3. Indemnification

PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless against all damages, liabilities or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by PROFESSIONAL'S errors, omissions or negligent acts relating to the preparation of the Notice of Intent or creation of the initial Storm Water Pollution Prevention Plan. CLIENT shall protect, defend, indemnify and hold PROFESSIONAL harmless from any and all Claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance, unless said Claims were primarily caused by the PROFESSIONAL'S own negligent acts. CLIENT shall release, waive and otherwise discharge any and all Claims that CLIENT may assert against PROFESSIONAL relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of PROFESSIONAL'S work on the site.

II. WORK SCHEDULE

This PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Notice to Proceed	April 28, 2020
Topo and Boundary Survey	May 1, 2020
Design and Plan Completion	July 1, 2020
TSIP Application	August 15, 2020
Bid Letting	March, 2021

III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "B". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC ENGINEERING SERVICES

1. Project Administration, Coordination, Funding Applications	\$	7,900
2. Survey and Base Drawings	\$	6,650
3. Design and Plan Preparation	\$	13,400
4. Traffic Signal Design and Plans	\$	16,500
5. Bid Period Assistance (One Letting)	\$	3,500

TOTAL	\$	47,950
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B. CONSTRUCTION SERVICES

1. Construction Administration	(By Amendment)
2. Construction Staking	(By Amendment)
3. Construction Observation	(By Amendment)

TOTAL**C. ADDITIONAL SERVICES**

1. Utility Potholes	(By Amendment)
2. Right-of-Way Services	(By Amendment)

TOTAL

TOTAL CONTRACT AMOUNT	\$	47,950
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SNYDER & ASSOCIATES, INC.
2020-21
STANDARD FEE SCHEDULE

Billing Classification/Level		Billing Rate	
Professional			
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer			
Principal II		\$214.00	/hour
Principal I		\$203.00	/hour
Senior		\$182.00	/hour
VIII		\$169.00	/hour
VII		\$160.00	/hour
VI		\$152.00	/hour
V		\$142.00	/hour
IV		\$132.00	/hour
III		\$120.00	/hour
II		\$109.00	/hour
I		\$96.00	/hour
Technical			
CADD, Survey, Construction Observation			
Lead		\$129.00	/hour
Senior		\$123.00	/hour
VIII		\$115.00	/hour
VII		\$106.00	/hour
VI		\$95.00	/hour
V		\$85.00	/hour
IV		\$78.00	/hour
III		\$66.00	/hour
II		\$58.00	/hour
I		\$50.00	/hour
Administrative			
II		\$66.00	/hour
I		\$54.00	/hour
Reimbursables			
Mileage		current IRS standard rate	
Outside Services		As Invoiced	

EXHIBIT C
SNYDER & ASSOCIATES, INC.
SHUCK-BRITSON, INC.
SNYDER & ASSOCIATES ENGINEERS & PLANNERS, INC.
INSURANCE

1. **INSURANCE.** The Professional will endeavor to obtain and maintain the following insurance policies with coverage and limits as indicated for the period of design and construction of the Project and for a period of three (3) years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. Professional will provide certificates of insurance showing the following coverage:
 - 1.1. **Commercial General Liability Policy** with limits of \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate per project. This policy shall be written or endorsed to include the following provisions:
 - 1.1.1. Client and Owner shall be named as additional insureds with 30 day notice of cancellation.
 - 1.1.2. Products/Completed Operations
 - 1.1.3. Personal and Advertising Injury
 - 1.1.4. Damage to Rented Premises
 - 1.1.5. Waiver of Subrogation
 - 1.2. **Commercial Automobile Liability Policy** with limits of \$1,000,000.00 each accident, combined single limits. This policy shall be written or endorsed to include the following:
 - 1.2.1. Client and Owner shall be named as additional insureds with 30 day notice of cancellation.
 - 1.2.2. Any Auto; Hired Autos; and, Non-owned Autos.
 - 1.3. **Umbrella Liability Policy** with limits of \$5,000,000.00 each occurrence and \$5,000,000.00 aggregate with \$10,000.00 retention.
 - 1.4. **Professional Liability Policy** with limits of \$2,000,000.00 per claim and \$4,000,000.00 aggregate.
 - 1.4.1. Client and Owner to be given 30 day notice of cancellation.
 - 1.5. **Workers Compensation Policy** as required by statute, including Employers' Liability, with limits of:
 - 1.5.1. \$1,000,000.00 each accident
 - 1.5.2. \$1,000,000.00 Disease - each employee
 - 1.5.3. \$1,000,000.00 Disease – policy limit
2. The indicated coverage shall be subject to all of the terms, exclusions and conditions of the policies.
3. For the purposes of this Agreement, *reasonably available* shall mean that the Professional can secure at least three premium quotes for comparable coverage by admitted, A.M. Best Co. A-rated carriers. *Commercially affordable* shall mean the premium charged is no more than a multiple of one and one-half (1 ½) times the premium paid for comparable coverage in place when this Agreement was executed.



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

AGENDA MEMO

Item No. X
For Meeting of 4/28/2020

AGENDA HEADING: RDG Planning and Design Invoices

SYNOPSIS: RDG Planning and Design has submitted invoices for work done on park improvements as outlined in a PSA with the City of Grimes.

FISCAL IMPACT:

- 1) Multipurpose Building Feasibility Study - \$1820
- 2) South Sports Complex Field Lighting Design - \$2445
- 3) Lions Park Improvements Design- \$5437.14
- 4) North Sports Complex Improvements Design - \$1537.10

Invoice Total -\$11,239.24

PREVIOUS COUNCIL ACTION(S): Council approved PSA with RDG Planning and Design for park improvement design

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: Staff recommends paying RDG Planning and Design \$11,239.24 for design work conducted for park improvements.



March 31, 2020

Project No: R3003.704.00

Invoice No: 47061

Weston Wunder
Public Works Director
City of Grimes
101 North Harvey Street
Grimes, IA 50111

Project R3003.704.00 Grimes, City of - Multipurpose Building
Professional Services through March 31, 2020
Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Fee	95,000.00	32.7789	31,140.00	29,320.00	1,820.00
Total Fee	95,000.00		31,140.00	29,320.00	1,820.00
			Total Fee		1,820.00
				Total this Invoice	\$1,820.00

Outstanding Invoices

Number	Date	Balance
46740	1/31/2020	19,409.09
46973	2/29/2020	6,374.20
Total		25,783.29



March 31, 2020

Project No: R3003.706.00

Invoice No: 47062

Weston Wunder
Public Works Director
City of Grimes
101 North Harvey Street
Grimes, IA 50111

Project R3003.706.00 Grimes, City of - South Sports Complex

Professional Services through March 31, 2020

Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Fee	25,000.00	64.38	16,095.00	13,650.00	2,445.00
Total Fee	25,000.00		16,095.00	13,650.00	2,445.00
Total Fee					2,445.00
Total this Invoice					\$2,445.00

Outstanding Invoices

Number	Date	Balance
46741	1/31/2020	6,300.00
46975	2/29/2020	2,875.46
Total		9,175.46

REC'D APR 13 2020



March 31, 2020

Project No: R3003.707.00

Invoice No: 47063

Weston Wunder
Public Works Director
City of Grimes
101 North Harvey Street
Grimes, IA 50111

Project R3003.707.00 Grimes, City of - Lions Park
Professional Services through March 31, 2020
Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee	
Schematic Design	117,300.00	48.2776	56,629.67	51,202.07	5,427.60	
Design Development	112,700.00	0.00	0.00	0.00	0.00	
Total Fee	230,000.00		56,629.67	51,202.07	5,427.60	
			Total Fee			5,427.60

Reimbursable Expenses

Printing					9.54	
Total Reimbursables					9.54	9.54

Total this Invoice **\$5,437.14**

Outstanding Invoices

Number	Date	Balance
46742	1/31/2020	24,093.54
46976	2/29/2020	10,866.64
Total		34,960.18



March 31, 2020

Project No: R3003.702.00

Invoice No: 47060

Weston Wunder
Public Works Director
City of Grimes
101 North Harvey Street
Grimes, IA 50111

Project R3003.702.00 Grimes, City of - North Sports Complex

Professional Services through March 31, 2020**Fee**

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee	
Schematic Design	12,500.00	100.00	12,500.00	12,500.00	0.00	
Design Development	12,500.00	95.00	11,875.00	10,625.00	1,250.00	
Total Fee	25,000.00		24,375.00	23,125.00	1,250.00	
Total Fee						1,250.00

Reimbursable Expenses

Miscellaneous					287.10	
Total Reimbursables					287.10	287.10

Total this Invoice **\$1,537.10**

Outstanding Invoices

Number	Date	Balance
46647	12/31/2019	3,855.18
46972	2/29/2020	10,625.00
Total		14,480.18



Project	R3003.702.00	Grimes, City of - North Sports Cpx	Invoice	47060
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Billing Backup

Friday, April 10, 2020

RDG IA

Invoice 47060 Dated 3/31/2020

7:51:27 AM

Project	R3003.702.00	Grimes, City of - North Sports Complex
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Reimbursable Expenses

Miscellaneous

AP 135053	3/17/2020	 Davis, Brown, Koehn, Shors & Roberts, P.C. / Services / Invoice: 1430322, 3/13/2020	287.10
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Total Reimbursables**287.10****287.10****Total this Project****\$287.10****Total this Report****\$287.10**



REC'D APR 13 2020

In Account With

DAVIS, BROWN, KOEHN, SHORS & ROBERTS, P.C.

Attorneys and Counselors at Law
 215 10th Street, Suite 1300
 Des Moines, IA 50309-3993
 (515) 288-2500
 Federal ID. No. 42-1343884

OK to pay
 3-16-20

RDG Planning & Design
 c/o Samuel B. Smith
 301 Grand Avenue
 Des Moines, IA 50309

Statement: 1430322
 Date: 3/13/2020

Re: 6648105-24000 - General

For Professional Services Rendered

R3003.513.02 Roquette 1,073.00 DE
 R3003.691.00 Grand View 174.00 DE
 R3003.702.00 Grimes 261.00 DE
 R3003.783.00 Hampton 232.00 DE

Professional Fees

Hours Amount

02/04/2020	MRIC	Revise Roquette document after their revisions (Project R3003.513.02).	1.40	406.00
02/04/2020	MRIC	Telephone with Sam regarding revised Roquette document (Project R3003.513.02).	0.50	145.00
02/05/2020	MRIC	Make final revisions and create execution copy for Grand View Project No. 3003.691.00.	0.60	174.00
02/05/2020	MRIC	Telephone call with Sam regarding changes to the Roquette project (Project R3003.513.02).	0.20	58.00
02/05/2020	MRIC	Review RDG Prof Liab policy to see if it has extended reporting period, as required by Roquette document, which it does (Project R3003.513.02).	0.10	29.00
02/05/2020	MRIC	Second call with Sam on Roquette (Project R3003.513.02).	0.20	58.00
02/05/2020	MRIC	Review RDGs general liability policy for exclusion regarding first party bad faith, for the Roquette contract (Project R3003.513.02).	0.10	29.00
02/05/2020	MRIC	Make new revisions to contract adding final payment amount and changing the total visits amount, and send to Roquette for their review (Project R3003.513.02).	0.10	29.00
02/06/2020	MRIC	Telephone with Jean Kormin, attorney for Roquette, regarding small revisions to the contract (Project R3003.513.02).	0.20	58.00
02/06/2020	MRIC	Telephone with Sam regarding Roquette's request of reasonable review of the costing (Project R3003.513.02).	0.10	29.00
02/07/2020	MRIC	Prepare specialized release of claims relating to water drainage consultant for Greg Pierce at RDG on Project No. 3003.702.00	0.90	261.00
02/07/2020	MRIC	Revise contract for Project No. R3003.783.00 and send to attorney for Hampton	0.70	203.00
02/10/2020	MRIC	Revise contract to show final positions with strikethrough and underlining and send to all parties in Project R3003.513.02.	0.80	232.00
02/10/2020	MRIC	Phone call with Kristine regarding status of contract review in project no. - email Sam updating her on email review (Project R3003.783.00)	0.10	29.00

Sub-total Fees: \$1,740.00

Rate Summary

Michael C. Richards

6.00 hours at \$290.00/hr

1,740.00

Total hours: 6.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: New 1.5 MG Elevated Storage Tower - Construction Phase
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 323-810-6407 **Finance Project #**
Vendor Project or Invoice #: 128415 **PO #**
Original Contract Date: September 10, 2019 **Vendor #** 2830

Date of Council Meeting: 4-28-20 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: March 1, 2020 Through: 3/38/2020

Contract Summary

Original Contract Amount:	\$	218,080.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	218,080.00	
Total completed and stored to date:	\$	85,945.60	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	85,945.60	
Less previous applications for payment:	\$	75,752.60	
SUBTOTAL	\$		10,193.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 10,193.00

Balance to finish, including retainage: \$ 132,134.40

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

Submit to:

Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail:

Mahrens@GrimesIowa.gov

Phone:

(515) 986-4050

Fax:

(515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 22, 2019	\$ 9,697.00
2	January 14, 2020	\$ 50,943.10
3	February 11, 2020	\$ 11,164.00
4	March 12, 2020	\$ 3,948.50
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 75,752.60

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	September 10, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



1360 NW 121st Street
Clive, IA 50325

Rochelle Williams
City of Grimes, IA
101 Northeast Harvey Street
Grimes, IA 50111

March 31, 2020
Project No: 0000191105-000
Invoice No: 128415
Due Date: April 30, 2020

Project 0000191105-000 New 1.5 MG Elevated Storage Tower - Construction Phase

Professional Services from March 1, 2020 to March 28, 2020

Phase K. Construction Administration

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administrations	80,400.00	69.00	55,476.00	49,848.00	5,628.00
Total Fee	80,400.00		55,476.00	49,848.00	5,628.00
Total Fee					5,628.00
Total this Phase					\$5,628.00

Phase M. Resident Project Representative

	Hours	Rate	Amount
On-Site Representative II	29.00	145.00	4,205.00
Totals	29.00		4,205.00
Total Labor			4,205.00
	Current	Prior	To-Date
Total Billings	4,205.00	24,577.20	28,782.20
Contract Limit (not-to-exceed)			120,000.00
Contract Limit Remaining			91,217.80
Total this Phase			\$4,205.00

Phase Q. Record Drawings

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit (not-to-exceed)			4,480.00
Contract Limit Remaining			4,480.00
Total this Phase			0.00

Phase T. SRF Loan Application & Administrative Services

Project	0000191105-000	Grimes - New 1.5 MG Elevated Storage	Invoice	128415
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		Hours	Rate	Amount	
Project Coordinator		4.00	90.00	360.00	
Totals		4.00		360.00	
Total Labor					360.00
		Current	Prior	To-Date	
Total Billings		360.00	1,327.50	1,687.50	
Contract Limit (not-to-exceed)				8,400.00	
Contract Limit Remaining				6,712.50	
			Total this Phase		\$360.00
			Total Due this Invoice		\$10,193.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Reverse Osmosis Water Treatment Plant - Phase 1
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 324-810-6407 **Finance Project #**
Vendor Project or Invoice #: 128413 **PO #**
Original Contract Date: August 13, 2019 **Vendor #** 2830

Date of Council Meeting: 4-28-20 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: March 1, 2020 Through: March 28, 2020

Contract Summary

Original Contract Amount:	\$	1,183,985.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	1,183,985.00	
Total completed and stored to date:	\$	303,554.38	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	303,554.38	
Less previous applications for payment:	\$	258,475.93	
SUBTOTAL	\$		45,078.45

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 45,078.45

Balance to finish, including retainage: \$ 880,430.62

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

4-22-20

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

E-mail: Mahrens@GrimesIowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 24, 2019	\$ 39,284.00
2	October 22, 2019	\$ 18,073.50
3	January 14, 2020	\$ 87,335.85
4	February, 2020	\$ 67,693.38
5	3-24-20	\$ 67,693.38
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Previous Applications for Payment

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TOTAL \$ 242,386.73

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
 Original Contract Date: August 13, 2019
 Original Contract Time: _____
 Added by Change Order: _____
 Contract Time to Date: _____
 Time Used to Date: _____
 Contract Time Remaining: _____



1360 NW 121st Street
Clive, IA 50325

Rochelle Williams
City of Grimes, IA
101 Northeast Harvey Street
Grimes, IA 50111

March 31, 2020
Project No: 0000190904-000
Invoice No: 128413
Due Date: April 30, 2020

Project 0000190904-000 Grimes Reverse Osmosis Water Treatment Plant - Phase 1

Professional Services from March 1, 2020 to March 28, 2020

Phase H. Value Engineering/Design Thoroughness Review

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing	
Value Engineering/Design Thoroughness Re	49,105.00	100.00	49,105.00	49,105.00	0.00	
Total Fee	49,105.00		49,105.00	49,105.00	0.00	
Total Fee						0.00
Total this Phase						0.00

Phase I. Advertising, Bidding, Contract Award

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing	
Advertising, Bidding, Contract Award	24,490.00	100.00	24,490.00	24,490.00	0.00	
Total Fee	24,490.00		24,490.00	24,490.00	0.00	
Total Fee						0.00
Total this Phase						0.00

Phase J. Paper Copies of Final Project Documents

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing	
Paper Copies of Final Project Documents	7,100.00	100.00	7,100.00	7,100.00	0.00	
Total Fee	7,100.00		7,100.00	7,100.00	0.00	
Total Fee						0.00
Total this Phase						0.00

Phase K. Construction Administration

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	128413
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Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administration	557,700.00	21.80	121,578.60	102,059.10	19,519.50
Total Fee	557,700.00		121,578.60	102,059.10	19,519.50
Total Fee					19,519.50
Total this Phase					\$19,519.50

Phase	L.	Construction Staking			
			Hours	Rate	Amount
Crew Chief			2.50	120.00	300.00
Totals			2.50		300.00
Total Labor					300.00
			Current	Prior	To-Date
Total Billings			300.00	7,500.00	7,800.00
Contract Limit (not-to-exceed)					20,570.00
Contract Limit Remaining					12,770.00
Total this Phase					\$300.00

Phase	M.	Resident Project Representative			
			Hours	Rate	Amount
Project Manager I			2.50	170.00	425.00
On Site Representative I			115.50	105.00	12,127.50
On-Site Representative II			83.00	145.00	12,035.00
Totals			201.00		24,587.50
Total Labor					24,587.50
Runzheimer Mileage					198.95
			Current	Prior	To-Date
Total Billings			24,786.45	65,534.33	90,320.78
Contract Limit (not-to-exceed)					478,500.00
Contract Limit Remaining					388,179.22
Total this Phase					\$24,786.45

Phase	Q.	Record Drawings			
Total this Phase					0.00

Phase	T.	SRF Loan Administration			
			Hours	Rate	Amount
Project Coordinator			5.25	90.00	472.50
Totals			5.25		472.50
Total Labor					472.50
			Current	Prior	To-Date
Total Billings			472.50	2,687.50	3,160.00
Contract Limit (not-to-exceed)					20,280.00

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	128413
Contract Limit Remaining			17,120.00	
Total this Phase				\$472.50
Total Due this Invoice				\$45,078.45

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Concept Planning - WRA Sanitary Sewer Connection
Engineer: Civil Design Advantage
Address: 3405 SE Crossroads Drive, Suite G, Grimes, IA 50111
Finance Budget Code: 328-815-6490 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: January 28, 2020 **Vendor #** 1243

Date of Council Meeting: April 28, 2020 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: March 2, 2020 Through: March 29, 2020

Contract Summary

Original Contract Amount:	\$	44,660.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	44,660.00	
Total completed and stored to date:	\$	26,325.22	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	26,325.22	
Less previous applications for payment:	\$	20,460.60	
SUBTOTAL	\$		5,864.62

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 5,864.62

Balance to finish, including retainage: \$ 18,334.78

Contract Time Remaining (If applicable) - WORKING DAYS

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval: Civil Design Advantage

Firm Name

Signature

Date

March 30, 2020

City of Grimes Staff Approval:

Signature

Date

4-3-20

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

E-mail: Mahrens@GrimesIowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

Date Printed: 3/30/2020

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 10, 2020	\$ 4,791.60
2	March 24, 2020	\$ 15,669.00
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Previous Applications for Payment

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TOTAL \$ 20,460.60

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	January 28, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Invoice

Civil Design Advantage LLC
3405 SE Crossroads Drive Suite G
Grimes, Iowa 50111
(515) 369-4400

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

April 03, 2020
Project No: 2001.043
Invoice No: 29780

Project 2001.043 C. Grimes -WRA Sanitary Sewer Connection

Professional Services from March 02, 2020 through March 29, 2020

Task 107 Gravity Sewer Service Area Analysis

Professional Personnel

	Hours	Rate	Amount	
Engineer 5	.75	125.00	93.75	
Project Manager 6	14.75	134.00	1,976.50	
Total Labor				2,070.25
Total this Task				\$2,070.25

Task 201 Concept Planning

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	9.00	180.00	1,620.00	
Project Manager 6	9.00	134.00	1,206.00	
Total Labor				2,826.00
Total this Task				\$2,826.00

Task 214 Force Main Alignment Alternatives

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	5.00	180.00	900.00	
Total Labor				900.00
Total this Task				\$900.00

Task 215 Typical Section

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	3.00	180.00	540.00	
Total Labor				540.00
Total this Task				\$540.00

Task 501 Design Meetings

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	1.00	180.00	180.00	
Total Labor				180.00
Total this Task				\$180.00

Total this Invoice \$6,516.25
10% Reduction -\$651.63

Total Invoice Amount \$5,864.62

Contract Information

Contract Amount:	\$44,660
10% Reduction	\$4,660

Limit:	\$40,194
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Project Manager	Gary Reed
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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 37th Street @ Highway 141 Reconstruction
Contractor: HR Green, Inc.
Address: 5525 Merle Hay Road, Suite 200, Johnston, IA 50131
Finance Budget Code: 325-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: September 10, 2019 **Vendor #** 2628

Date of Council Meeting: April 28, 2020 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: February 22, 2020 Through: March 20, 2020

Contract Summary

Original Contract Amount:	\$	206,407.00	
Net change by Change Orders:	\$	73,040.00	
Contract Amount to Date: (line 1 ± 2)	\$	279,447.00	
Total completed and stored to date:	\$	211,313.19	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	211,313.19	
Less previous applications for payment:	\$	198,773.31	
SUBTOTAL	\$		12,539.88

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 12,539.88

Balance to finish, including retainage: \$ 68,133.81

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

HR Green, Inc.

Firm Name

Signature

Date

April 16, 2020

City of Grimes Staff Approval:

Signature

Date

4-22-20

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

E-mail: Mahrens@GrimesIowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

Date Printed: 4/16/2020

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 12, 2019	\$ 70,738.15
2	January 14, 2020	\$ 107,048.88
3	February 25, 2020	\$ 10,591.90
4	March 24, 2020	\$ 10,394.38
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Previous Applications for Payment

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TOTAL \$ 198,773.31

Record of Change Orders

No.	Date	Amount
1	February 25, 2020	\$ 73,040.00
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TOTAL \$ 73,040.00

Contract Time Remaining

Contract Period:	<u>Working Days</u>
Original Contract Date:	<u>September 10, 2019</u>
Original Contract Time:	<u></u>
Added by Change Order:	<u></u>
Contract Time to Date:	<u>-</u>
Time Used to Date:	<u></u>
Contract Time Remaining:	<u>-</u>



Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
1-800-728-7805

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

April 14, 2020
Project No: 190974
Invoice No: 134305
Invoice Total: \$12,539.88

Project 190974 Grimes, IA - SE 37th Street Reconstruction CPS

37th Street Reconstruction - Construction Administration

Professional Services Through March 20, 2020

Phase 1 Project Management & Administration

Professional Personnel

	Hours	Amount	
Principal	.50	145.00	
Senior Professional	3.50	822.50	
Admin Coordinator	.50	47.50	
Totals	4.50	1,015.00	
Total Labor			1,015.00
Total this Phase			\$1,015.00

Phase 2 Construction

Professional Personnel

	Hours	Amount	
Senior Professional	2.50	587.50	
Professional	18.00	2,700.00	
Field Personnel	26.00	3,510.00	
Junior Field Personnel	9.50	760.00	
Totals	56.00	7,557.50	
Total Labor			7,557.50

Unit Charges

Mileage -0.575	37.38	
Total Unit Charges	37.38	37.38
Total this Phase		\$7,594.88

Phase 8 Out of Scope

Professional Personnel

	Hours	Amount	
Senior Professional	.50	117.50	
Junior Professional	30.50	3,812.50	
Totals	31.00	3,930.00	
Total Labor			3,930.00
Total this Phase			\$3,930.00

Project	190974	Grimes, IA - SE 37th Street Reconstruct			Invoice	134305
Billing Limits		Current	Prior	To-Date		
Total Billings		12,539.88	198,773.31	211,313.19		
Limit				279,447.00		
Remaining				68,133.81		
				Total this Invoice	<u>\$12,539.88</u>	

To: Matt Ahrens
From: Casey Patton
Subject: SE 37th Street @ Highway 141 Reconstruction
Date: April 16, 2020

The following services or deliverables have been completed in association with invoice period through March 20, 2020:

Phase 1 – Project Management & Administration

- Project performance review
- Progress Reports

Phase 2 – Construction

- Construction observation and documentation services
- Traffic control and erosion control inspections
- Updating field book

Phase 3 – Project Closeout

- No effort during this period.

Phase 4 – Expenses

- No expenses during this period

Phase 5 – Subconsultants

- No expenses during this period

Phase 8 – Out of Scope Work

- Investigation into retaining wall location and proposed revisions
- Capital Drive width revisions
- Running total of Out of Scope Work (\$22,710)

REC'D APR 17 2020



BISHOP ENGINEERING COMPANY
 3501 104TH STREET
 DES MOINES, IA 50322
 515-276-0467

PAID

CITY OF GRIMES
 101 NORTH HARVEY STREET
 GRIMES, IA 50111
 ROCHELLE WILLIAMS

Invoice number **27871**
 Date **03/31/2020**

Project **120101 HERITAGE AT GRIMES**

Professional Services through 03/31/2020

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
COMMERCIAL REVIEWS					
EARL MAY	500.00	100.00	500.00	500.00	0.00
CASEY'S	500.00	100.00	500.00	500.00	0.00
KWIK STAR	500.00	100.00	500.00	500.00	0.00
RACCOON VALLEY BANK	500.00	100.00	500.00	500.00	0.00
HERITAGE COMMERCIAL PLAT 1	500.00	100.00	500.00	500.00	0.00
BEAVERBROOKE POINTE PLAT 1	500.00	100.00	500.00	500.00	0.00
HERITAGE TOWN CENTER PHASE 1	500.00	100.00	0.00	500.00	500.00
Subtotal	3,500.00	100.00	3,000.00	3,500.00	500.00
Total	3,500.00	100.00	3,000.00	3,500.00	500.00

Invoice total **500.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
27871	03/31/2020	500.00	500.00				
	Total	500.00	500.00	0.00	0.00	0.00	0.00

For Invoicing Questions, Please contact Melva (mburich@bishopengr.com) or Karen (khallagin@bishopengr.com)

INVOICE

ALLENDER BUTZKE ENGINEERS INC.

TO: City of Grimes
101 NE Harvey Street
Grimes, IA 50111

PROJECT NO: 195247

INVOICE NO: 195247C2

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Concrete Testing and Observations
Grimes RO WTP
NW 18th St & N James St, Grimes, Iowa

INVOICE DATE: 4/13/2020

Description of Services	Amount	Unit Price	Total
Technician III	3.5 hrs	\$63.00 /Hour	\$220.50
Technician III Overtime Rate	1.5 hrs	\$94.50 /Hour	\$141.75
Transportation Charges	30.0 miles	\$0.78 /Mile	\$23.40
Engineering Review & Report Preparation	1.0 hrs	\$148.00 /Hour	\$148.00
Compressive Strength of Cylinder ASTM C39 (set of 3)	12.0 tests	\$19.50 /Test	\$234.00
Disposable cylinder molds	12.0 ea	\$2.80 /Ea.	\$33.60
Invoice for Concrete Cylinder Set Numbers: 76722, 76723, 76724			
Total Due			\$801.25
324-810-6499			

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon
receipt of invoice. Accounts not
paid within 30 days after invoice
date are subject to a 1 1/2% per
month late charge.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

INVOICE

ALLENDER BUTZKE ENGINEERS INC.

TO: City of Grimes
101 NE Harvey Street
Grimes, IA 50111

PROJECT NO: 195247

INVOICE NO: 195247F10

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Density Testing Compacted Fills
Grimes RO WTP
NW 18th St & N James St, Grimes, Iowa

INVOICE DATE: 4/14/2020

Description of Services	Amount	Unit Price	Total
Technician III	8.5 hrs	\$63.00 /Hour	\$535.50
Technician III Overtime Rate	0.5 hrs	\$94.50 /Hour	\$47.25
Transportation Charges	90.0 miles	\$0.78 /Mile	\$70.20
Nuclear moisture/density gauge(102-120)	19.0 tests	\$14.75 /Test	\$280.25
Engineering Review & Report Preparation	0.5 hrs	\$148.00 /Hour	\$74.00
Standard Proctor (ASTM D698)	1.0 tests	\$172.00 /Test	\$172.00
Total Due			\$1,179.20

324-810-6499

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon receipt of invoice. Accounts not paid within 30 days after invoice date are subject to a 1 1/2% per month late charge.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

Statement



FOX Engineering Associates, Inc.
 414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Grimes
 101 NE Harvey Street
 Grimes, IA 50111

Statement date: 4/16/2020

	Invoice Number	Invoice Date	Amount
City of Grimes			
100517B Grimes S James Street & SE 37th Street Intersection Improvements			
	46119	3/30/2020	<u>522.00</u>
	Project Outstanding		522.00
336417D Grimes New Jordan Well			
	46102	3/30/2020	<u>2,267.00</u>
	Project Outstanding		2,267.00
336417E Grimes 16-inch Raw Water Main			
	46123	3/30/2020	<u>210.50</u>
	Project Outstanding		210.50
702403S Grimes Phase II Stormwater Permit			
	46134	3/30/2020	<u>5,324.00</u>
	Project Outstanding		5,324.00
702415B Little Beaver & Prairie Creek Channel Improvements			
	46135	3/30/2020	<u>939.25</u>
	Project Outstanding		939.25
863019A Dallas Center-Grimes Middle School			
	46203	3/30/2020	<u>1,357.00</u>
	Project Outstanding		1,357.00
863019B Dallas-Center Grimes Administration Building			
	46204	3/30/2020	<u>471.00</u>
	Project Outstanding		471.00
863098A Grimes City Engineering			
	46202	3/30/2020	<u>515.50</u>
	Project Outstanding		515.50
	Client Outstanding		11,606.25

Statement



City of Grimes						
Outstanding	Current	31-60 Days	61-90 Days	91-120 Days	121+ Days	Prepayment
11,606.25	11,606.25	0.00	0.00	0.00	0.00	0.00

INVOICE

REC'D APR 13 2020

ALLENDER BUTZKE ENGINEERS INC.

TO: City of Grimes
101 NE Harvey Street
Grimes, IA 50111

PROJECT NO: 195078

INVOICE NO: 195078C5

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Concrete Testing and Observations
Grimes 1.5 MG Water Tank
SE Enterprise Dr & SE 25th Ct, Grimes, Iowa

INVOICE DATE: 4/6/2020

Description of Services	Amount	Unit Price	Total
Technician III	3.0 hrs	\$61.00 /Hour	\$183.00
Transportation Charges	20.0 miles	\$0.78 /Mile	\$15.60
Engineering Review & Report Preparation	0.5 hrs	\$144.00 /Hour	\$72.00
Compressive Strength of Cylinder ASTM C39 (set of 3)	4.0 tests	\$19.00 /Test	\$76.00
Disposable cylinder molds	4.0 ea	\$2.70 /Ea.	\$10.80
Invoice for Concrete Cylinder Set Numbers: 76693			
Total Due			\$357.40

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon
receipt of invoice. Accounts not
paid within 30 days after invoice
date are subject to a 1 1/2% per
month late charge.

PAID

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.



Iowa Department of Transportation

Construction Pay Estimate Report

SE 37th Street @ Highway 141

4/20/2020 6:54 PM

FieldManager 5.3c

Contract: _77-3125-614, PCC Pavement- Grade and Replace

Estimate No. 20	Estimate Date 4/18/2020	Entered By Chris Wion	Estimate Type Semi-Monthly	Managing Office HR Green- Des Moines
All Contract Work Completed		Construction Started Date 4/22/2019	Prime Contractor Concrete Technologies Inc 1001 SE 37th Street Grimes IA 50111	
Comments				

Item Usage Summary

Project: 77-3125-614, SE 37th Street

Category: 1, participating

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
EXCAVATION, CL 10, RDWY+BORROW	CY	2102-2710070	0020	0010	00	000	1,208.595	18.75	\$22,661.16
SPECIAL COMPACTION OF SUBGRADE	STA	2109-8225100	0040	0020	00	000	19.810	1,500.00	\$29,715.00
MODIFIED SUBBASE	CY	2115-0100000	0060	0030	00	000	491.412	62.50	\$30,713.25
STD/S-F PCC PAV'T, CL C CL 3, 9.5"	SY	2301-1033095	0120	0060	00	000	2,383.333	69.50	\$165,641.64
RMVL OF EXIST STRUCT	LS	2401-6745650	0210	0105	00	000	0.800	15,000.00	\$12,000.00
SUBDRAIN, PERFORATED PLASTIC PIPE, 4"	LF	2502-8212204	0330	0165	00	000	192.000	18.75	\$3,600.00
SUBDRAIN, PERFORATED PLASTIC PIPE, 8"	LF	2502-8212208	0340	0170	00	000	315.000	22.50	\$7,087.50
SUBDRAIN RISER, 6"	EACH	2502-8221006	0350	0175	00	000	6.000	690.00	\$4,140.00
RMV STORM SWR PIPE LE 36"	LF	2503-0200036	0420	0215	00	000	254.000	37.50	\$9,525.00
RMVL OF PAVT	SY	2510-6745850	0450	0230	00	000	1,562.011	11.75	\$18,353.63
RMVL OF SIDEWALK	SY	2511-6745900	0460	0235	00	000	23.000	10.00	\$230.00
FLAGGER	EACH	2528-8445113	0580	0295	00	000	2.000	480.00	\$960.00
PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	2528-9290050	0590	0300	00	000	10.000	125.00	\$1,250.00
PERIMETER+SLOPE SEDIMENT CNTL DEVICE, 9"	LF	2602-0000309	0770	0390	00	000	100.000	3.25	\$325.00
MOBILIZATION, EROSION CONTROL	EACH	2602-0010010	0790	0400	00	000	1.000	500.00	\$500.00
TEMP BARRIER RAIL, CONC Temporary Barrier Rail (TBR), Concrete	LF	2528-8400048	0865	0470	SA	008	100.000	30.00	\$3,000.00



Construction Pay Estimate Report

Item Usage Summary

Project: 77-3125-614, SE 37th Street

Category: 1, participating

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
('LUMP SUM' ITEM) Traffic Signal LS Mast-Arm Shim Adjustment		2599-9999010	0870	0475	SA	009	1.000	3,000.00	\$3,000.00
Subtotal for Category 1:									\$312,702.18
Subtotal for Project 77-3125-614:									\$312,702.18
Total Estimated Item Payment:									\$312,702.18

Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	Overall Contract Site	Working Days	13	\$0
Total Liquidated Damages:				\$0

Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
77-3125-614, SE 37th Street	0011	\$312,702.18	\$0.00	\$312,702.18
Voucher Total:				\$312,702.18

Summary

Current Voucher Total:	\$312,702.18	Earnings to date:	\$4,928,188.03
-Current Retainage:	\$0.00	- Retainage to date:	\$30,000.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
Total Estimated Payment:	\$312,702.18	Net Earnings to date:	\$4,898,188.03
		- Payments to date:	\$4,585,485.85
		Net Earnings this period:	\$312,702.18



Construction Pay Estimate Report

Estimate Certification

The work items shown herein are just and unpaid, and the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

Concrete Technologies Inc

4-21-20

(Date)

Matt Ahrens, P.E., City of Grimes

(Date)

Casey Patton

Digitally signed by Casey Patton
DN: c=US, e=cpatton@hrgreen.com, o=HR Green, ou=Highways Inc., cn=Casey Patton
Reason: I have reviewed this document
Date: 2020.04.21 07:25:05 -0500

4/21/2020

Casey Patton, P.E., HR Green

(Date)



Construction Pay Estimate Amount Balance Report

Estimate: 20

Iowa Department of Transportation

4/20/2020 6:54 PM
FieldManager 5.3c

Contract: 77-3125-614, PCC Pavement-Grade and Replace
Project: 77-3125-614, SE 37th Street

Category: 1, participating

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0010	CLEAR+GRUBB	2101-0850002	27.600	UNIT	0.000	0.000			300.00000	
0020	EXCAVATION, CL 10, RDWY+BORROW	2102-2710070	8,837.000	CY	1,208.595	10,815.595	10,815.595	122%	18.75000	\$202,792.41
0030	TOPSOIL, STRIP, SALVAGE+SPREAD	2105-8425015	5,197.000	CY		330.770	330.770	6%	18.75000	\$6,201.94
0040	SPECIAL COMPACTION OF SUBGRADE	2109-8225100	47.600	STA	19.810	47.600	47.600	100%	1,500.00000	\$71,400.00
0050	GRANULAR MAT'L	2110-3825010	500.000	TON		347.360	347.360	69%	30.00000	\$10,420.80
0060	MODIFIED SUBBASE	2115-0100000	4,982.000	CY	491.412	4,297.969	4,297.969	86%	62.50000	\$268,623.08
0070	GRANULAR SHLD, TYPE A	2121-7425010	261.800	TON		107.850	107.850	41%	37.50000	\$4,044.38
0080	SHLD FINISH, EARTH	2123-7450020	73.200	STA		15.810	15.810	22%	225.00000	\$3,557.25
0090	RELOCATION OF MAIL BOX	2213-7100400	6.000	EACH		5.000	5.000	83%	600.00000	\$3,000.00
0100	PAV'T, SCARIFICATION	2214-5145150	441.000	SY		417.223	417.223	95%	10.50000	\$4,380.84
0110	STD/S-F PCC PAV'T, CL C CL 3, 8"	2301-1033080	1,131.000	SY		3,078.330	3,078.330	272%	95.00000	\$292,441.35
0120	STD/S-F PCC PAV'T, CL C CL 3, 9.5"	2301-1033095	26,899.000	SY	2,383.333	24,169.815	24,169.815	90%	69.50000	\$1,679,802.16
0130	MEDIAN, PCC, 6"	2301-4875006	451.800	SY		26.000	26.000	6%	100.00000	\$2,600.00
0140	PCC PAV'T SAMPLE	2301-6911722	1.000	LS		0.000			5,000.00000	
0150	HMA HT BASE, 3/4"	2303-1041750	295.300	TON		262.930	262.930	89%	120.00000	\$31,551.60
0160	HMA HT INTERMEDIATE, 1/2"	2303-1042500	154.400	TON		0.000			120.00000	
0170	HMA HT SURF, 1/2", NO FRIC	2303-1043500	443.900	TON		0.000			105.00000	
0180	ASPH BINDER, PG 58-28S	2303-1258283	12.000	TON		13.240	13.240	110%	650.00000	\$8,606.00
0190	ASPH BINDER, PG 58-28H	2303-1258284	38.800	TON		0.000			725.00000	
0200	TEMPORARY PAV'T	2304-0101000	1,076.000	SY		2,458.930	2,458.930	229%	65.00000	\$159,830.46
0210	RMVL OF EXIST STRUCT	2401-6745650	1.000	LS	0.800	1.000	1.000	100%	15,000.00000	\$15,000.00
0220	RMVL OF SIGN	2401-6745910	6.000	EACH		2.000	2.000	33%	65.00000	\$130.00
0230	APRON, CONC, 15"	2416-0100015	2.000	EACH		2.000	2.000	100%	1,500.00000	\$3,000.00
0240	APRON, CONC, 24"	2416-0100024	1.000	EACH		1.000	1.000	100%	2,000.00000	\$2,000.00
0250	SEGMENTAL BLOCK RETAIN WALL	2431-0000100	3,585.000	SF		2,350.000	2,350.000	66%	45.25000	\$106,337.50
0260	INTAKE, SW-501	2435-0250100	3.000	EACH		3.000	3.000	100%	6,250.00000	\$18,750.00
0270	INTAKE, SW-505	2435-0250500	15.000	EACH		15.000	15.000	100%	6,900.00000	\$103,500.00
0280	INTAKE, SW-506	2435-0250600	2.000	EACH		2.000	2.000	100%	11,300.00000	\$22,600.00

Contract: 77-3125-614

Estimate: 20



Construction Pay Estimate Amount Balance Report

Estimate: 20

Iowa Department of Transportation

4/20/2020 6:54 PM
FieldManager 5.3c

Project: 77-3125-614, SE 37th Street

Category: 1, participating

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0290	INTAKE, SW-507	2435-0250700	1,000	EACH	1,000	1,000	1,000	100%	5,000.00000	\$5,000.00
0300	INTAKE, SW-509	2435-0250900	5,000	EACH	5,000	5,000	5,000	100%	9,375.00000	\$46,875.00
0310	INTAKE, SW-512, 24"	2435-0251224	1,000	EACH	1,000	1,000	1,000	100%	2,875.00000	\$2,875.00
0320	MANHOLE ADJUSTMENT, MINOR	2435-0600010	6,000	EACH	5,000	5,000	5,000	83%	1,250.00000	\$6,250.00
0330	SUBDRAIN, PERFORATED PLASTIC PIPE, 4"	2502-8212204	2,022,000	LF	192,000	1,461,000	1,461,000	72%	18.75000	\$27,393.75
0340	SUBDRAIN, PERFORATED PLASTIC PIPE, 8"	2502-8212208	315,000	LF	315,000	315,000	315,000	100%	22.50000	\$7,087.50
0350	SUBDRAIN RISER, 6"	2502-8221006	6,000	EACH	6,000	6,000	6,000	100%	690.00000	\$4,140.00
0360	SUBDRAIN OUTLET, DR-303	2502-8221303	8,000	EACH	1,000	1,000	1,000	13%	250.00000	\$250.00
0370	SUBDRAIN OUTLET, 500-10	2502-8225010	2,000	EACH	2,000	2,000	2,000	100%	470.00000	\$940.00
0380	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 12"	2503-0114212	2,000	LF	2,000	2,000	2,000	100%	563.00000	\$1,126.00
0390	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 15"	2503-0114215	285,000	LF	301,000	301,000	301,000	106%	100.00000	\$30,100.00
0400	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 18"	2503-0114218	184,000	LF	192,000	192,000	192,000	104%	106.50000	\$20,448.00
0410	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 24"	2503-0114224	242,000	LF	242,000	242,000	242,000	100%	120.00000	\$29,040.00
0420	RMV STORM SWR PIPE LE 36"	2503-0200036	1,074,000	LF	254,000	1,074,000	1,074,000	100%	37.50000	\$40,275.00
0430	ENGINEER FABRIC	2507-3250005	112,000	SY	77,778	77,778	77,778	69%	6.25000	\$486.11
0440	EROSION STONE	2507-8029000	22,000	TON	108,730	108,730	108,730	494%	75.00000	\$8,154.75
0450	RMVL OF PAVT	2510-6745950	13,604,000	SY	1,562,011	14,542,001	14,542,001	107%	11.75000	\$170,868.51
0460	RMVL OF SIDEWALK	2511-6745900	23,000	SY	23,000	23,000	23,000	100%	10.00000	\$230.00
0470	DRIVEWAY, PCC, 7"	2515-2475007	1,384,000	SY	282,530	282,530	282,530	20%	75.00000	\$21,189.75
0480	SAFETY CLOSURE	2518-6910000	31,000	EACH	16,000	16,000	16,000	52%	125.00000	\$2,000.00
0490	RMV+REINSTALL SIGN	2524-6765010	2,000	EACH	2,000	2,000	2,000	100%	190.00000	\$380.00
0500	TRAFFIC SIGNALIZATION	2525-0000100	1,000	LS	0.980	0.980	0.980	98%	392,000.00000	\$384,160.00
0510	PAINTED PAVT MARK, WATERBORNE/SOLVENT	2527-9263109	177,200	STA	0.000	0.000	0.000		40.00000	
0520	PAINTED PAVT MARK,	2527-9263118	152,200	STA	323,040	323,040	323,040	212%	165.00000	\$53,301.60

Contract: 77-3125-614

Estimate: 20



Construction Pay Estimate Amount Balance Report

Estimate: 20

4/20/2020 6:54 PM
FieldManager 5.3c

Iowa Department of Transportation

Project: 77-3125-614, SE 37th Street

Category: 1, participating

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0530	PAINTED SYMBOL+LEGEND, WATERBORNE/SOLVNT	2527-9263137	13.000	EACH		2.000	2.000	15%	108.00000	\$216.00
0540	PAV'T MARK RMVD	2527-9263180	13.100	STA		36.510	36.510	279%	69.00000	\$2,519.19
0550	GROOVE CUT - PAV'T MARK	2527-9270111	127.400	STA		0.000	0.000		45.00000	
0560	GROOVE CUT - SYMBOL+LEGEND	2527-9270120	12.000	EACH		0.000	0.000		125.00000	
0570	TRAFFIC CONTROL	2528-8445110	1.000	LS		0.850	0.850	85%	200,000.00000	\$170,000.00
0580	FLAGGER	2528-8445113	10.000	EACH	2.000	85.000	85.000	850%	480.00000	\$40,800.00
0590	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	2528-9290050	15.000	C DAY	10.000	38.000	38.000	253%	125.00000	\$4,750.00
0600	MOBILIZATION	2533-4980005	1.000	LS		1.000	1.000	100%	473,000.00000	\$473,000.00
0610	TRENCH FOUNDATION	2552-0000210	100.000	TON		0.000	0.000		50.00000	
0620	REPLACEMENT OF UNSUITABLE BACKFILL MAT'L	2552-0000220	200.000	CY		0.000	0.000		15.00000	
0630	TRENCH COMPACTION TESTING	2552-0000300	1.000	LS		0.000	0.000		17,500.00000	
0640	VALVE BOX EXTENSION	2554-0212020	12.000	EACH		5.000	5.000	42%	250.00000	\$1,250.00
0650	(EACH' ITEM) HYDRANT RELOCATION	2599-9999005	1.000	EACH		0.000	0.000		4,500.00000	
0660	(EACH' ITEM) PROTECT TREE	2599-9999005	8.000	EACH		0.000	0.000		500.00000	
0670	(LINEAR FEET ITEM) SUBDRAIN TRENCHED 15IN DIA	2599-9999009	2,626.000	LF		2,316.000	2,316.000	88%	100.00000	\$231,600.00
0680	(LINEAR FEET ITEM) SUBDRAIN TRENCHED 18IN DIA	2599-9999009	254.000	LF		254.000	254.000	100%	145.00000	\$36,830.00
0690	(LINEAR FEET ITEM) SUBDRAIN TRENCHED 24IN DIA	2599-9999009	41.000	LF		43.000	43.000	105%	200.00000	\$8,600.00
0700	MULCH, WOOD CELLULOSE FIBER	2601-2634150	2.700	ACRE		4.230	4.230	157%	2,750.00000	\$11,632.50
0710	SEED+FERTILIZE (URBAN)	2601-2636044	5.400	ACRE		0.890	0.890	16%	1,190.00000	\$1,059.10
0720	SLOPE PROTECTION, WOOD EXCELSIOR	2601-2638352	34.000	SQ		0.000	0.000		25.00000	
0730	SILT FENCE	2602-0000020	3,180.000	LF		685.000	685.000	22%	1.90000	\$1,301.50
0740	RMVL OF SILT FENCE/SILT FENC-DITCH CHECK	2602-0000071	3,180.000	LF		0.000	0.000		0.25000	
0750	MAINT OF SILT FENC/SILT FENC-DITCH CHECK	2602-0000101	3,180.000	LF		0.000	0.000		0.25000	
0760	STAB CONSTR ENTRANCE, EC-303	2602-0000150	144.000	LF		0.000	0.000		95.00000	

Contract: 77-3125-614

Estimate: 20



Construction Pay Estimate Amount Balance Report

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4/20/2020 6:54 PM
FieldManager 5.3c

Iowa Department of Transportation

Project: 77-3125-614, SE 37th Street

Category: 1, participating

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0770	PERIMETER+SLOPE SEDIMENT CNTL DEVICE, 9"	2602-0000309	1,040.000	LF	100.000	2,780.000	2,780.000	267%	3.25000	\$9,035.00
0780	RMVL OF PERIMETER+SLOPE SEDIMENT CNTL DEV	2602-0000350	1,040.000	LF		0.000			0.25000	
0790	MOBILIZATION, EROSION CONTROL	2602-0010010	12.000	EACH	1.000	6.000	6.000	50%	500.00000	\$3,000.00
0800	MOBILIZATION, EMERGENCY EROSION CONTROL	2602-0010020	4.000	EACH		0.000			1,000.00000	
0805	CONNECTION TO EXIST MANHOLE	2435-0700010	1.000	EACH		1.000	1.000	100%	800.00000	\$800.00
0810	(EACH ITEM) Traffic Control with Detour Sign Set-up	2599-9999005	2.000	EACH		2.000	2.000	100%	3,000.00000	\$6,000.00
0815	(EACH ITEM) Control Cabinet Foot Adjustment	2599-9999005	1.000	EACH		1.000	1.000	100%	700.00000	\$700.00
0840	(CUBIC YARDS ITEM) Cold Weather Paving Protection Hot Water for PCC Mixing	2599-9999003	777.000	CY		1,892.000	1,892.000	244%	7.50000	\$14,190.00
0845	(SQUARE YARDS ITEM) Cold Weather Paving Protection Coverage Layer 1	2599-9999018	3,279.000	SY		3,279.000	3,279.000	100%	5.00000	\$16,395.00
0850	(SQUARE YARDS ITEM) Cold Weather Paving Protection Coverage Layer 2	2599-9999018	767.000	SY		767.000	767.000	100%	3.50000	\$2,684.50
0855	(SQUARE YARDS ITEM) Cold Weather Paving Protection Coverage Layer 3 and 4	2599-9999018	767.000	SY		767.000	767.000	100%	3.50000	\$2,684.50
0860	(TONS ITEM) Cold Mix Patch	2599-9999020	11.440	TON		0.000			145.00000	
0865	TEMP BARRIER RAIL, CONC Temporary Barrier Rail (TBR), Concrete	2528-8400048	100.000	LF	100.000	100.000	100.000	100%	30.00000	\$3,000.00
0870	(LUMP SUM ITEM) Traffic Signal Mast-Arm Shim Adjustment	2599-9999010	1.000	LS	1.000	1.000	1.000	100%	3,000.00000	\$3,000.00

Subtotal for Category 1: 4928188.03

Subtotal for Project 77-3125-614: 4928188.03

Percentage of Contract Completed(curr): 93%

(total earned to date / total of all authorized work)

Total Amount Earned This Estimate: \$312,702.18

Total Amount Earned To Date: \$4,928,188.03

Contract: 77-3125-614

Estimate: 20

Page 4 of 4

RESOLUTION APPROVING CHANGE ORDER NO. 7
AND PAY APP NO. 11 WITH DEDUCTION

Grimes Resolution No. 04-0820

WHEREAS, All Terrain Seeding (ATS) has submitted Change Order No. 7 and Payment Application No. 11, attached as Exhibits A and B regarding contract work on the Little Beaver & Prairie Creek Channel Improvements Project (Project); and

WHEREAS, Project delays by ATS have resulted, in part, in increased costs to Grimes, including engineering expenses, and ATS has indicated that it would accept responsibility for payment of a substantial portion of the expenses in exchange for a chance to complete the project by July 6, 2020; and

WHEREAS, the City of Grimes will benefit from reimbursement of expenses and from a timely completion of the Project without additional delays and extra expenses associated with bidding, contracting and scheduling of a new contractor; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that Change Order No. 7 attached as Exhibit A be approved, and that Payment Application No. 11 attached as Exhibit B be approved with a deduction from payment of \$26,974, and that the Project Engineer is instructed to direct the Project's completion in compliance with the terms of the contract and accepted change orders.

Passed by the City Council of the City of Grimes, Iowa, by a vote of ___to___ this 28th day of April, 2020, and approved this 28th day of April, 2020.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

Date of Issuance: April 22, 2020

Effective Date: April 28, 2020

Owner: City of Grimes

Owner's Contract No.:

Contractor: All Terrain Seeding

Contractor's Project No.:

Engineer: FOX Engineering

Engineer's Project No.: 7024-15B

Project: Little Beaver & Prairie Creek Channel Improvements

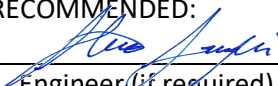
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

CO No. 7 Item 1 - Change to extend the contract times for Substantial Completion by 355 days and Final Completion by 314 days for a lump sum deduct of \$26,974.00. **Deduct \$26,974.00.**

Attachments: *None.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>1,075,192.00</u>	Original Contract Times: Substantial Completion: <u>July 1, 2019</u> Ready for Final Payment: <u>September 13, 2019</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : \$ <u>24,660.00</u>	Increase from previously approved Change Orders No. to No. <u>6</u> : Substantial Completion: <u>15 days</u> Ready for Final Payment: <u>15 days</u> days
Contract Price prior to this Change Order: \$ <u>1,099,852.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 16, 2019</u> Ready for Final Payment: <u>September 28, 2019</u> dates
Decrease of this Change Order: \$ <u>26,974.00</u>	Increase of this Change Order: Substantial Completion: <u>355 days</u> Ready for Final Payment: <u>314 days</u> days
Contract Price incorporating this Change Order: \$ <u>1,072,878.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 5, 2020</u> Ready for Final Payment: <u>August 7, 2020</u> dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____
Date: <u>04/22/2020</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Contractor's Application for Payment No.

11

Application Period: 1/21/2020 to 4/22/2020		Application Date: 4/22/2020	
To (Owner): City of Grimes	From (Contractor): All Terrain Seeding	Via (Engineer): FOX Engineering	
Project: Little Beaver & Prairie Creek Channel Improvements		Contractor's Project No.:	
Owner's Contract No.:		Engineer's Project No.: 7024-15B	

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$16,380.00	
2	\$1,400.00	
3		\$600.00
5	\$2,200.00	
6	\$5,280.00	
7		\$26,974.00
TOTALS	\$25,260.00	\$27,574.00
NET CHANGE BY CHANGE ORDERS	-\$2,314.00	

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,075,192.00
2. Net change by Change Orders.....	\$	-\$2,314.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,072,878.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$630,414.91
5. RETAINAGE:		
a. 5% X \$629,589.91 Work Completed.....	\$	\$31,479.50
b. 5% X \$825.00 Stored Material.....	\$	\$41.25
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$31,520.75
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$598,894.16
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$558,633.52
8. AMOUNT DUE THIS APPLICATION.....	\$	\$40,260.64
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$473,983.84

Contractor's Certification

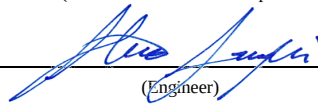
The undersigned Contractor certifies, to the best of its knowledge, the following:

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

Contractor Signature

By: _____ Date: _____

Payment of: \$ 40,260.64
(Line 8 or other - attach explanation of the other amount)

is recommended by:  04/22/2020
(Engineer) (Date)

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

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Little Beaver & Prairie Creek Channel Improvements Project								Application Number: 11				
Application Period: January 21, 2020 to April 22, 2020								Application Date: 4/22/2020				
A						B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)							
1.01	MOBILIZATION	1	LS	\$38,000.00	\$38,000.00	0.9	\$34,200.00		\$34,200.00	90.0%	\$3,800.00	
1.02	TRAFFIC CONTROL	1	LS	\$4,500.00	\$4,500.00	1	\$4,500.00		\$4,500.00	100.0%		
1.03	EXPLORATORY DIGGING	20	HR	\$175.00	\$3,500.00	8.65	\$1,513.75		\$1,513.75	43.3%	\$1,986.25	
1.04	REMOVE AND REPLACE EXISTING FIELD FENCE	110	LF	\$15.00	\$1,650.00	99	\$1,485.00		\$1,485.00	90.0%	\$165.00	
1.05	REMOVE AND REPLACE EXISTING CHAIN LINK FENCE	54	LF	\$30.00	\$1,620.00						\$1,620.00	
1.06	REMOVE AND REPLACE EXISTING WOOD FENCE	145	LF	\$25.00	\$3,625.00						\$3,625.00	
1.07	REMOVALS, DEBRIS REMOVAL, DEBRIS RELOCATION, AND MISCELLANEOUS REMOVALS	20	HR	\$300.00	\$6,000.00	31.21	\$9,363.00		\$9,363.00	156.1%	-\$3,363.00	
1.08	TEMPORARY STREAM FLOW MANAGEMENT	1	LS	\$10,371.00	\$10,371.00	1	\$10,371.00		\$10,371.00	100.0%		
2.01	CLEARING AND GRUBBING, TREE AND BRUSH REMOVAL WITH DISPOSAL OFFSITE, TYPE A	6.4	AC	\$10,125.00	\$64,800.00	6.4	\$64,800.00		\$64,800.00	100.0%		
2.02	CLEARING AND GRUBBING, SELECTIVE TREE AND BRUSH REMOVAL WITH DISPOSAL OFFSITE, TYPE B	1.9	AC	\$10,000.00	\$19,000.00	1.9	\$19,000.00		\$19,000.00	100.0%		
2.03	CLEARING AND GRUBBING, SELECTIVE TREE AND BRUSH REMOVAL WITH DISPOSAL OFFSITE, TYPE C	3.8	AC	\$10,000.00	\$38,000.00	3.42	\$34,200.00		\$34,200.00	90.0%	\$3,800.00	
2.04	ADDITIONAL TREE REMOVAL, 6 TO 12-INCH	25	EA	\$550.00	\$13,750.00	14	\$7,700.00		\$7,700.00	56.0%	\$6,050.00	
2.05	ADDITIONAL TREE REMOVAL, 13 TO 24-INCH	15	EA	\$1,000.00	\$15,000.00	9	\$9,000.00		\$9,000.00	60.0%	\$6,000.00	
2.06	ADDITIONAL TREE REMOVAL, 25 TO 48-INCH	5	EA	\$2,250.00	\$11,250.00						\$11,250.00	
2.07	TOPSOIL, STRIP, SALVAGE, AND RESPREAD, 6-INCHES	3837	CY	\$10.00	\$38,370.00	3837	\$38,370.00		\$38,370.00	100.0%		
2.08	EARTHWORK, CHANNEL	10473	CY	\$7.00	\$73,311.00	10473	\$73,311.00		\$73,311.00	100.0%		
2.09	ENGINEERING FABRIC	500	SY	\$4.00	\$2,000.00	40	\$160.00		\$160.00	8.0%	\$1,840.00	
2.10	TEMPORARY SURFACING, CLASS A ROADSTONE	125	TON	\$40.00	\$5,000.00	71.9	\$2,876.00		\$2,876.00	57.5%	\$2,124.00	
2.11	TEMPORARY STREAM CROSSING	3	EA	\$2,000.00	\$6,000.00	2.5	\$5,000.00		\$5,000.00	83.3%	\$1,000.00	
2.12	SECTION A CHANNEL REPAIR	570	LF	\$12.00	\$6,840.00	570	\$6,840.00		\$6,840.00	100.0%		
2.13	SECTION B CHANNEL REPAIR	1237	LF	\$6.00	\$7,422.00	1237	\$7,422.00		\$7,422.00	100.0%		
2.14	SECTION C CHANNEL REPAIR	1188	LF	\$13.00	\$15,444.00	1188	\$15,444.00		\$15,444.00	100.0%		
2.15	SECTION D CHANNEL REPAIR	742	LF	\$9.00	\$6,678.00	742	\$6,678.00		\$6,678.00	100.0%		
2.16	SECTION E CHANNEL REPAIR	520	LF	\$9.00	\$4,680.00	520	\$4,680.00		\$4,680.00	100.0%		
2.17	CHANNEL TOE REPAIR	2110	LF	\$19.00	\$40,090.00	25	\$475.00		\$475.00	1.2%	\$39,615.00	
2.18	CHANNEL SLOPE REPAIR	1190	LF	\$25.00	\$29,750.00	1065	\$26,625.00		\$26,625.00	89.5%	\$3,125.00	
3.01	TRENCH FOUNDATION	100	TON	\$40.00	\$4,000.00	4.13	\$165.20		\$165.20	4.1%	\$3,834.80	
3.02	REPLACEMENT OF UNSUITABLE BACKFILL, TRENCH	100	CY	\$45.00	\$4,500.00	32	\$1,440.00		\$1,440.00	32.0%	\$3,060.00	
4.01	CORRUGATED POLYETHYLENE TUBING, 6-INCH	50	LF	\$10.00	\$500.00						\$500.00	
4.02	CORRUGATED POLYETHYLENE TUBING, 8-INCH	50	LF	\$10.00	\$500.00						\$500.00	
4.03	SDR 35 PVC, 4-INCH	60	LF	\$12.00	\$720.00	83	\$996.00		\$996.00	138.3%	-\$276.00	
4.04	CMP TILE OUTLET PIPE, 6-INCH	100	LF	\$22.00	\$2,200.00						\$2,200.00	
4.05	CMP TILE OUTLET PIPE, 8-INCH	50	LF	\$28.00	\$1,400.00						\$1,400.00	
4.06	CMP TILE OUTLET PIPE, 10-INCH	20	LF	\$40.00	\$800.00						\$800.00	
4.07	CMP TILE OUTLET PIPE, 12-INCH	10	LF	\$40.00	\$400.00						\$400.00	
4.08	CMP TILE OUTLET PIPE, 15-INCH	20	LF	\$50.00	\$1,000.00						\$1,000.00	
4.09	TILE REPAIR, 4 TO 6-INCH	8	EA	\$500.00	\$4,000.00						\$4,000.00	
4.10	TILE REPAIR, 8 TO 10-INCH	5	EA	\$800.00	\$4,000.00						\$4,000.00	
4.11	REMOVE FLARED END SECTION	6	EA	\$250.00	\$1,500.00	4	\$1,000.00		\$1,000.00	66.7%	\$500.00	
4.12	STORM SEWER W/ FLARED END SECTION, 15-INCH	65	LF	\$115.00	\$7,475.00	30	\$3,450.00		\$3,450.00	46.2%	\$4,025.00	
4.13	STORM SEWER W/ FLARED END SECTION, 18-INCH	95	LF	\$275.00	\$26,125.00	36	\$9,900.00		\$9,900.00	37.9%	\$16,225.00	
4.14	STORM SEWER W/ FLARED END SECTION, 24-INCH	30	LF	\$450.00	\$13,500.00	30	\$13,500.00		\$13,500.00	100.0%		
6.01	STORM SEWER STRUCTURE, SW-401, 48-INCH	1	EA	\$4,800.00	\$4,800.00	1	\$4,800.00		\$4,800.00	100.0%		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Little Beaver & Prairie Creek Channel Improvements Project								Application Number: 11			
Application Period: January 21, 2020 to April 22, 2020								Application Date: 4/22/2020			
A						B	C	D	E	F	
Item			Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
6.02	REMOVE AND REINSTALL SANITARY SEWER MANHOLE CONE AND BARREL SECTION	1	LS	\$6,200.00	\$6,200.00	0.041	\$254.20	\$825.00	\$1,079.20	17.4%	\$5,120.80
7.01	PAVEMENT AND TRAIL REMOVAL	596	SY	\$15.00	\$8,940.00	375.6	\$5,634.00		\$5,634.00	63.0%	\$3,306.00
7.02	PCC TRAIL, 6-INCHES	596	SY	\$45.00	\$26,820.00	375.6	\$16,902.00		\$16,902.00	63.0%	\$9,918.00
9.01	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - TYPE 1	1.6	AC	\$4,500.00	\$7,200.00	0.49	\$2,205.00		\$2,205.00	30.6%	\$4,995.00
9.02	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - MODIFIED TYPE 3A	0.6	AC	\$4,000.00	\$2,400.00	0.46	\$1,840.00		\$1,840.00	76.7%	\$560.00
9.03	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - MODIFIED TYPE 3B	9.1	AC	\$3,200.00	\$29,120.00	6.36	\$20,352.00		\$20,352.00	69.9%	\$8,768.00
9.04	OVERSEEDING - MODIFIED TYPE 3B	1.6	AC	\$1,500.00	\$2,400.00						\$2,400.00
9.05	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - TYPE 4	1.6	AC	\$1,200.00	\$1,920.00						\$1,920.00
9.06	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - TYPE 5	12	AC	\$1,500.00	\$18,000.00						\$18,000.00
9.07	CROSS VANE, CLASS D RIPRAP	30	TON	\$185.00	\$5,550.00	15	\$2,775.00		\$2,775.00	50.0%	\$2,775.00
9.08	ROCK RIFFLE, CLASS D RIPRAP	340	TON	\$70.00	\$23,800.00	255	\$17,850.00		\$17,850.00	75.0%	\$5,950.00
9.09	STONE DEFLECTORS, CLASS B RIPRAP	100	TON	\$60.00	\$6,000.00	27.61	\$1,656.60		\$1,656.60	27.6%	\$4,343.40
9.10	TOE PROTECTION, CLASS D RIPRAP	3212	TON	\$52.00	\$167,024.00	1295.32	\$67,356.64		\$67,356.64	40.3%	\$99,667.36
9.11	TOE PROTECTION, 12-INCH COIR LOG	4394	LF	\$9.50	\$41,743.00	3610	\$34,295.00		\$34,295.00	82.2%	\$7,448.00
9.12	RIP RAP, EROSION STONE	300	TON	\$40.00	\$12,000.00						\$12,000.00
9.13	RIP RAP, CLASS D REVETMENT	250	TON	\$55.00	\$13,750.00						\$13,750.00
9.14	RIP RAP, CLASS E REVETMENT	450	TON	\$45.00	\$20,250.00	34	\$1,530.00		\$1,530.00	7.6%	\$18,720.00
9.15	TEMPORARY ROLLED EROSION CONTROL PRODUCT, FIBER MATTING	18223	SY	\$3.00	\$54,669.00						\$54,669.00
9.16	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 2.C	100	SY	\$4.00	\$400.00	77.33	\$309.32		\$309.32	77.3%	\$90.68
9.17	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 2.D	100	SY	\$4.00	\$400.00						\$400.00
9.18	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 3.B	100	SY	\$4.00	\$400.00						\$400.00
9.19	TURF REINFORCEMENT MATTING, TYPE 2	275	SY	\$16.00	\$4,400.00	62.3	\$996.80		\$996.80	22.7%	\$3,403.20
9.20	EROSION CONTROL, SILT FENCE, INSTALL & REMOVE	1565	LF	\$3.00	\$4,695.00	2530	\$7,590.00		\$7,590.00	161.7%	-\$2,895.00
9.21	EROSION CONTROL, STABILIZED CONSTRUCTION ENTRANCE	366	TON	\$40.00	\$14,640.00	75.25	\$3,010.00		\$3,010.00	20.6%	\$11,630.00
9.22	EROSION CONTROL, TILE OUTLET PROTECTION	25	EA	\$500.00	\$12,500.00	3	\$1,500.00		\$1,500.00	12.0%	\$11,000.00
9.23	EROSION CONTROL, SURFACE ROUGHENING	11	AC	\$200.00	\$2,200.00	9.24	\$1,848.00		\$1,848.00	84.0%	\$352.00
9.24	EROSION CONTROL, TEMPORARY ROCK CHECK DAM	4	EA	\$1,200.00	\$4,800.00	0.5	\$600.00		\$600.00	12.5%	\$4,200.00
9.25	EROSION CONTROL, STRAW WATTLE, 6-INCH	2500	LF	\$2.00	\$5,000.00	1150	\$2,300.00		\$2,300.00	46.0%	\$2,700.00
9.26	TREE DRY WELL	10	EA	\$650.00	\$6,500.00	5	\$3,250.00		\$3,250.00	50.0%	\$3,250.00
9.27	PLANTS WITH WARRANTY, 1-1/2 INCH CALIPER TREE	33	EA	\$300.00	\$9,900.00	40	\$12,000.00		\$12,000.00	121.2%	-\$2,100.00
A1.01	NATIVE SEEDING MAINTENANCE	1	LS	\$9,500.00	\$9,500.00						\$9,500.00
A1.02	ADDITIONAL MOWING	4	EA	\$2,000.00	\$8,000.00						\$8,000.00
CHANGE ORDERS											
CO1	Additional Tree Removal (Raw Water Main Project)	1	LS	\$16,380.00	\$16,380.00	1	\$16,380.00		\$16,380.00	100.0%	
CO2	Tree Transplant and 48-inch Tree Removal	1	LS	\$1,400.00	\$1,400.00	1	\$1,400.00		\$1,400.00	100.0%	
CO3	Seeding, Fertilizing, and Straw Mulch	3	AC	\$3,000.00	\$9,000.00	2.05	\$6,150.00		\$6,150.00	68.3%	\$2,850.00
CO3	Hydraulic Seeding, Fertilizer, and Mulching - Modified Type 3B	-3	AC	\$3,200.00	-\$9,600.00						-\$9,600.00
CO5.1	Headwall Addition	1	LS	\$1,400.00	\$1,400.00	1	\$1,400.00		\$1,400.00	100.0%	
CO5.2	Additional Tree Trimming	10	HR	\$80.00	\$800.00	7.93	\$634.40		\$634.40	79.3%	\$165.60
CO6	Additional Pipe Work	48	HR	\$110.00	\$5,280.00	48	\$5,280.00		\$5,280.00	100.0%	
CO7	Change in Contract Times	1	LS	-\$26,974.00	-\$26,974.00	1	-\$26,974.00		-\$26,974.00	100.0%	
Totals					\$1,072,878.00		\$629,589.91	\$825.00	\$630,414.91	58.8%	\$442,463.09

Stored Material Summary

Contractor's Application

[illegible]

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515)986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS (“Agreement”) is entered into by and between Jeremy and Jennie MacVarish (collectively, the “Property Owners”) and the City of Grimes, Iowa, a municipal corporation (hereinafter called “City”):

1. **PROPERTY DESCRIPTION.** Property Owners own that property legally described as:

Lot 10 of Glenstone Trail Plat 7 (3001 SE Keystone Drive), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa (“Property”).
2. **EXISTING EASEMENT.** Jeremy and Jennie MacVarish or Property Owner’s predecessor in title, granted that certain buffer easement, recorded on January 30, 2008, in Book 12527, Page 359, in the real property records of Polk County, Iowa (the “Easement”) to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the “Easement Area”) without the prior written consent of the City.
3. **EXISTING EASEMENT.** Jeremy and Jennie MacVarish or Property Owner’s predecessor in title, granted that certain overland flowage easement, recorded on January 30, 2008, in Book 12527, Page 371, in the real property records of Polk County, Iowa (the “Easement”) to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the “Easement Area”) without the prior written consent of the City.
4. **IMPROVEMENTS.** The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the “Improvement”), which encroaches into the Easement Area,

and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.

5. CITY CONSENT TO INSTALLATION OF IMPROVEMENTS. The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.
6. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.
7. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.
8. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.
9. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.
10. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this ____ day of _____, 20__.

PROPERTY OWNERS

Jeremy MacVarish

Jennie MacVarish

STATE OF IOWA)
) SS
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeremy MacVarish, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Notary Public in and for the
State of Iowa

My Commission expires _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jennie MacVarish, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

Notary Public in and for the
State of Iowa

My Commission expires _____

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____



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

AGENDA MEMO

For Meeting of _____

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement and buffer easement for Glenstone Trail Plat 7 Lot 10.

SYNOPSIS: The owner of 3001 SE Keystone Drive has requested approval to install a fence within the overland flowage easement and buffer easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement and buffer easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve overland flowage easement and buffer easement for Glenstone Trail Plat 5.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement and buffer easement for Glenstone Trail Plat 7 Lot 10.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT AND BUFFER EASEMENT FOR
LOT 10 IN GLENSTONE TRAIL PLAT 7
3001 SE KEYSTONE DRIVE

WHEREAS, the owners of Lot 10 in Glenstone Trail Plat 7 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement and buffer easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within overland flowage easement and buffer easement.

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

That the Consent and Agreement for Improvements within overland flowage easement and buffer easement ("Consent and Agreement") regarding Lot 10, Glenstone Trail Plat 7, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this ____ day of _____, 20__.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of 4-28-20

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within water main easement for Millard Place Plat 2 Lot 30.

SYNOPSIS: The owner of 101 NE 7th Court has requested approval to install a fence within the water main easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the water main easement.

FISCAL IMPACT:
N/A

PREVIOUS COUNCIL ACTION(S):
Approve water main easement for Millard Place Plat 2.

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within water main easement for Millard Place Plat 2 Lot 30.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN WATER MAIN
EASEMENT FOR
LOT 30 IN MILLARD PLACE PLAT 2
101 NE 7TH COURT

WHEREAS, the owners of Lot 30 in Millard Place Plat 2 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within water main easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within water main easement.

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

That the Consent and Agreement for Improvements within water main easement ("Consent and Agreement") regarding Lot 30, Millard Place Plat 2, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this ____ day of _____, 20__.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515)986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Austin Jennings and Ashlee Binns (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

1. **PROPERTY DESCRIPTION.** Property Owners own that property legally described as:

Lot 30 of Millard Place Plat 2 (101 NE 7th Ct), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. **EXISTING EASEMENT.** Austin Jennings and Ashlee Binns or Property Owner's predecessor in title, granted that certain water main easement as shown in Millard Place Plat 2, recorded on March 16, 1989, in Book 6074, Page 205, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **IMPROVEMENTS.** The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.
4. **CITY CONSENT TO INSTALLATION OF IMPROVEMENTS.** The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall

obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.
6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.
7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.
8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.
9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this ____ day of _____, 20__.

PROPERTY OWNERS

Austin Jennings

Ashlee Binns

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Austin Jennings, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Notary Public in and for the
State of Iowa

My Commission expires _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ashlee Binns, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

Notary Public in and for the
State of Iowa

My Commission expires _____

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A fence made of galvanized chainlink standing at five feet has been proposed to be constructed in a water main easement in Lot 30 of Millard Place Plat 2 (101 NE 7th Court) in accordance to permit number FN-20-06812.



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

AGENDA MEMO

For Meeting of 4-28-20

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Autumn Park West Plat 1 Lot 11.

SYNOPSIS: The owner of 1601 NW 8th Street has requested approval to install a fence the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve overland flowage easement for Autumn Park West Plat 1.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Autumn Park West Plat 1 Lot 11.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 11 IN AUTUMN PARK WEST PLAT 1
1601 NW 8TH STREET

WHEREAS, the owners of Lot 11 in Autumn Park West Plat 1 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within overland flowage easement.

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

That the Consent and Agreement for Improvements within overland flowage easement ("Consent and Agreement") regarding Lot 11, Autumn Park West Plat 1, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this ____ day of _____, 20__.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515)986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Lindsey and Sean Hergenrader (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

1. **PROPERTY DESCRIPTION.** Property Owners own that property legally described as:

Lot 11 of Autumn Park West Plat 1 (1601 NW 8th Street), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. **EXISTING EASEMENT.** Lindsey and Sean Hergenrader or Property Owner's predecessor in title, granted that certain overland flowage easement, dated August 24, 2018, recorded on November 30, 2018, in Book 17164, Page 765, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **IMPROVEMENTS.** The Property Owners desire to install an overland flowage easement on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.
4. **CITY CONSENT TO INSTALLATION OF IMPROVEMENTS.** The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of

the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.
6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.
7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.
8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.
9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this ____ day of _____, 20__.

PROPERTY OWNERS

Lindsey Hergenrader

Sean Hergenrader

STATE OF IOWA)
) SS
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lindsey Hergenrader to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Notary Public in and for the
State of Iowa

My Commission expires _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sean Hergenrader, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

Notary Public in and for the
State of Iowa

My Commission expires _____

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 6' black chainlink fence has been proposed to be constructed in an overland flowage easement on Lot 11 of Autumn Park West Plat 1 (1601 NW 8th Street) in accordance to permit number FN-20-06816.



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

AGENDA MEMO

For Meeting of 4-28-20

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within storm sewer and overland flowage easement for Beaverbrooke West Plat 8 Lot 102.

SYNOPSIS: The owner of 1713 NW Prairie Creek Drive has requested approval to install a fence within the storm sewer and overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the storm sewer and overland flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve storm sewer and overland flowage easement for Beaverbrooke West Plat 8.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within storm sewer and overland flowage easement for Beaverbrooke West Plat 8 Lot 102.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN SEWER
EASEMENT AND OVERLAND FLOWAGE EASEMENT FOR
LOT 102 IN BEAVERBROOKE WEST PLAT 8
1713 NW PRAIRIE CREEK DRIVE

WHEREAS, the owners of Lot 102 in Beaverbrooke West Plat 8 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within sewer storm easement and overland flowage easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within storm sewer easement and overland flowage easement.

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

That the Consent and Agreement for Improvements within sewer storm easement and overland flowage easement ("Consent and Agreement") regarding Lot 102, Beaverbrooke West Plat 8, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this ____ day of _____, 20__.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515)986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Joshua Reichardt and Jessica Radmaker Reichardt (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

1. **PROPERTY DESCRIPTION.** Property Owners own that property legally described as:

Lot 102 of Beaverbrooke West Plat 8 (1713 NW Prairie Creek Drive), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** Joshua Reichardt and Jessica Radmaker Reichardt or Property Owner's predecessor in title, granted that certain storm sewer and overland flowage easement, dated October 11, 2013, recorded on October 17, 2013, in Book 14996, Page 909, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **IMPROVEMENTS.** The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.
4. **CITY CONSENT TO INSTALLATION OF IMPROVEMENTS.** The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the

Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.
6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.
7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.
8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.
9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this ____ day of _____, 20__.

PROPERTY OWNERS

Joshua Reichardt

Jessica Radmaker Reichardt

STATE OF IOWA)
) SS
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joshua Reichardt to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Notary Public in and for the
State of Iowa

My Commission expires _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jessica Radmaker Reichardt, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

Notary Public in and for the
State of Iowa

My Commission expires _____

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' black chain link fence has been proposed to be constructed in a storm sewer and overland flowage easement on Lot 102 of Beaverbrooke West Plat 8 (1713 NW Prairie Creek Drive) in accordance to permit number FN-20-06815.



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

AGENDA MEMO

For Meeting of 4-28-20

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within surface water flowage easement for Silkwood Meadows Plat 1 Lot 26.

SYNOPSIS: The owner of 2200 NE 10th Court has requested approval to install a fence within the surface water flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the surface water flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve surface water flowage easement for Silkwood Meadows Plat 1.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within surface water flowage easement for Silkwood Meadows Plat 1 Lot 26.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN SURFACE WATER
FLOWAGE EASEMENT FOR
LOT 26 IN SILKWOOD MEADOWS PLAT 1
2200 NE 10TH COURT

WHEREAS, the owners of Lot 26 in Silkwood Meadows Plat 1 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within surface water flowage easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within surface flowage easement

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

That the Consent and Agreement for Improvements within surface flowage easement ("Consent and Agreement") regarding Lot 26, Silkwood Meadows Plat 1, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this ____ day of _____, 20__.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515)986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Tracey Shell (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

1. **PROPERTY DESCRIPTION.** Property Owners own that property legally described as:

Lot 26 of Silkwood Meadows Plat 1 (2200 NE 10th Court), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. **EXISTING EASEMENT.** Tracey Shell or Property Owner's predecessor in title, granted that certain Surface Water Flowage Easement, dated August 15, 2013, recorded on September 12, 2013, in Book 14956, Page 766, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **IMPROVEMENTS.** The Property Owners desire to install a Surface Water Flowage Easement the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.
4. **CITY CONSENT TO INSTALLATION OF IMPROVEMENTS.** The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of

the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.
6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.
7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.
8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.
9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this ____ day of _____, 20__.

PROPERTY OWNERS

Tracey Shell

STATE OF IOWA)
) SS
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tracey Shell, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Notary Public in and for the
State of Iowa

My Commission expires _____

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' decorative steel fence has been proposed to be constructed in a surface water flowage easement on Lot 26 of Silkwood Meadows Plat 1 (2200 NE 10th Court) in accordance to permit number FN-20-06814 .



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

AGENDA MEMO

For Meeting of 4-28-20

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Brooke Ridge West Plat 3 Lot 30.

SYNOPSIS: The owner of 2612 NW Ridgewood Drive has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve overland flowage easement for Brooke Ridge West Plat 3.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Brooke Ridge West Plat 3 Lot 30.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 30 IN BROOKE RIDGE WEST PLAT 3
2612 NW RIDGEWOOD DRIVE

WHEREAS, the owners of Lot 30 in Brooke Ridge West Plat 3 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within overland flowage easement.

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

That the Consent and Agreement for Improvements within overland flowage easement ("Consent and Agreement") regarding Lot 30, Brooke Ridge West Plat 3, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this ____ day of _____, 20__.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515)986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between John and Roni Benson (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

1. **PROPERTY DESCRIPTION.** Property Owners own that property legally described as:

Lot 30 of Brooke Ridge West Plat 3 (2612 NW Ridgewood Drive), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. **EXISTING EASEMENT.** John and Roni Benson or Property Owner's predecessor in title, granted that certain overland flowage easement, dated January 20, 2015 recorded on January 30, 2015, in Book 15454, Page 395, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **IMPROVEMENTS.** The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.
4. **CITY CONSENT TO INSTALLATION OF IMPROVEMENTS.** The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the

foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.
6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.
7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.
8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.
9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this ____ day of _____, 20__.

PROPERTY OWNER

John Benson

Roni Benson

STATE OF IOWA)
) SS
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Benson, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Notary Public in and for the
State of Iowa

My Commission expires _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roni Benson, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

Notary Public in and for the
State of Iowa

My Commission expires _____

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' chain link fence has been proposed to be constructed in an overland flowage easement on Lot 30 of Brooke Ridge West Plat 3 (2612 NW Ridgewood Drive) in accordance to permit number FN-20-06811.

Privileges LE0002891, Spirits Liquor, Grimes



After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.
The navigation links on the top may also be used to move around the application.

Select one or more of the privileges you wish to have for your Class E Liquor License (LE). If no privileges are applicable please leave all boxes unchecked and hit the next button.

PRIVILEGES:	
☐	Class B Native Wine Permit
☒	Class B Wine Permit (Carryout Wine - Includes Native Wine)
☒	Class C Beer Permit (Carryout Beer)
☐	Living Quarters
☐	Outdoor Service
☒	Sunday Sales

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Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

- [Terms and Conditions](#)

•

Privileges LC0043360, Plaza Tapatia, Grimes



After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

Select one or more of the privileges you wish to have for your Class C Liquor License (LC) (Commercial). If no privileges are applicable please leave all boxes unchecked and hit the next button.

PRIVILEGES:	
☐	Brew Pub
☐	Catering Privilege
☐	Class B Native Wine Permit
☐	Class B Wine Permit (Carryout Wine - Includes Native Wine)
☐	Living Quarters
☐	Outdoor Service
☒	Sunday Sales

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Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021

Bankers Trust Credit Cards			
City of Grimes			
7015	\$21.19	Adobe PS Creative CLD Weston Photo Shop	
	\$22.25	Adobe PS Creative CLD Jeremy Thayer	
	\$24.00	Cognito-Team HTTPWWW.COGN SC	
	\$29.00	Campaign Monitor	
	\$0.29	International Trans Fee	
	\$14.99	Adobe Acrobat STD- Tammy Johnson	
	\$239.94	Amazon-4 port POE switch	
	\$87.92	Amazon-POE injector	
	\$103.88	Amazon- various lengths cables	
	\$358.09	Staples-6 web cams	
	-\$23.15	credit from Staples for sales tax charged	
	\$651.60	Virtual Graffite Inc - VPN licenses for Sonic Firewall	
	\$13.90	certified mail to All Terrain Seeding	
	\$30.00	security certif for city website	
	\$334.12	Zoom Video conferencing	
	\$142.48	10 laptop bags	
	\$66.40	10 corded mouse	
	\$620.58	2 laptops	
	\$135.48	Zoom Video conferencing	
	\$579.59	Zoom Video conferencing	
	\$3,452.55		
Administration			
8054			
	\$1,188.00	Teamviewer - COVID	
	-\$350.00	Refund/Iowa League of Cities meeting	
	\$838.00		
Public Works			
8021			
	\$192.82	Trash holder that bolts to the mower	
	\$32.96	Trash grabber	
	\$225.78		
Library			
8070			
	\$7.61	Amazon - Library Materials	
	\$105.92	Amazon - Library Materials	
	\$106.94	Amazon - Library Materials	
	-\$2.44	Amazon - Library Materials	
	\$65.94	Amazon - Library Materials	
	-\$0.03	Amazon - Library Materials	
	-\$1.84	Amazon - Library Materials	
	\$282.10		
total		\$4,798.43	

City of Grimes Claims 4 28 2020

PRINCIPAL LIFE INSURANCE	EMPLOYEE INSURANCE	2,018.12
ALTRINGER JILL	WASH DC TRIP 5/7/2020 FLIGHT	588.6
ALLENDER BUTZKE ENGINEERS	RO WATER PLANT	2,337.85
BAKER & TAYLOR	LIBRARY MATERIALS	301.62
BANKERS TRUST COMPANY	EQUIPMENT/SUPPLIES COVID19	4,850.92
BISHOP ENGINEERING	REVIEWS-HERITAGE TOWN CENTER	500
BLUE TARP CREDIT SERVICES	REPAIR GENERATOR	99.88
BOMGAARS	FAN/SUPPLIES	456.05
COMPUTER RESOURCE SPECIAL	WK FROM HOME COVID 19 EXP-COMPUTERS	5,223.45
CIVIL DESIGN ADVANTAGE	WRA SANITARY SEWER CONNECTION	5,864.62
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,539.28
CONCRETE TECHNOLOGIES INC	SE 37TH & HWY 141	312,802.64
CONTINENTAL RESEARCH CORP	CLEANING SUPPLIES COVID 19	210.95
CUMMINS SALES AND SERVICE	GENERATOR REPAIR-WELL FIELD	2,318.23
DALLAS COUNTY NEWS, INC.	SUBSCRIPTION	46
DELTA DENTAL OF IOWA	EMPLOYEE INSURANCE	5,641.16
EMERGENCY APPARATUS MAINT	SERVICE & TESTEING L375	2,712.37
RDG PLANNING AND DESIGN	VARIOUS PARK PROJECT PLANNING	11,239.24
FOX ENGINEERING ASSOCIATE	46134 PHASE II STMWTR PERMIT/PROJECTS	11,606.25
CFI SALES	S302 TIRE REPAIR	32.81
HAWKINS INC.	CHLORINE CYLINDER	5
STATE HYGIENIC LABORATORY	STATE TESTS	815.5
IOWA DEPT OF REVENUE	STATE TAX	13,672.00
IOWA ONE CALL	MARCH LOCATES	370.8
IOWA FIRE EQUIPMENT CO.	SERVICE	177
IOWA PRISON INDUSTRIES	SIGN BLANKS	967.75
IPERS	IPERS- REGULAR	49,938.14
THAYER JEREMY	MILEAGE REIMBURSEMENT	146.05
KECK ENERGY	FUEL	1,479.08
ENDSLEY KEVIN	SPRING 2020 HBI	500
KLEENER IMAGE, INC.	N COMPLEX PROJECT	5,245.99
LEAF	COPIER	77.97
WOODKE MARCIA	COVID CLEANING SUPPLIES	18.33
LOGAN CONTRACTORS SUPPLY	MAINTENANCE	1,071.38
LANDSCAPES BY DESIGN	NORTH SPORTS COMPLEX	23,284.71
MAIL SERVICES	APRIL BILLING	3,248.00
MEDIACOM	INTERNET	374.92
MIDAMERICAN ENERGY	POWER	10,875.22
MTI DISTRIBUTING INC.	IRRIGATION REPAIRS S COMPLEX	129.02
MUNICIPAL SUPPLY, INC.	METERS	10,082.50
MULCH MART	BULK MULCH	579
OFFICE DEPOT LIBRARY	PAPER	89.97
OFFICE DEPOT CITY HALL	SUPPLIES	76.95
TUMBLEWEED PRESS INC	LIBRARY SUBSCRIPTION MATERIALS	599
ARNOLD MOTOR SUPPLY	S451 MAINT	43.75
POLK COUNTY TREASURER	MARCH ANIMAL CONTROL	1,936.82
RACOM CORPORATION	EDACS ACCESS	589.93
RANKIN COMMUNICATION	PHONES & FIREWALL COVID19	793.5
SHRED-IT USA	MARCH SERVICE	96.3
P.R.I.M.E. BENEFIT SYSTEM	FLEX SPENDING	1,509.22
SYNCB/AMAZON	LIBRARY CLEANING SUPPLIES, SANITIZER	101.61
UNIQUE MANAGEMENT SERVICE	LIBRARY COLLECTION SERVICE	44.75
UNITED RENTALS	TOOTHBUCKET ATTACHMENT	2,375.68
US WATER	Monthly bill	70,010.74
CINTAS CORPORATION - #762	RUGS	438.48
USA BLUE BOOK	GLOVES & BOOTS	254.39
VERIZON WIRELESS, BELLEVU	CELL PHONES/IPADS	563.18
QUICK SUPPLY CO.	N COMPLEX PATIO PROJECT	1,238.45
VITAL IMAGERY LTD.	PROGRAMMING SUPPLIES	50
VAN WALL EQUIPMENT	MOWER MAINTENANCE	75
WD DOOR	REPAIRS	294

WEST SIDE MECHANICS	E371 REPAIRS	1,531.94
WELLMARK BLUE CROSS	EMPLOYEE INSURANCE	55,322.78
MERCYONE OCCUPATIONAL HEA	FD PHYSICALS	980
ELM USA	DISC BUFFER	25
JOHNSON TAMMY	MILEAGE REIMBURSEMENT	20.7
CENTURY LINK	PHONES	1,448.20
INFOMAX OFFICE SYSTEMS, I	COPIER CONTRACT	182.93
EFTPS	FED/FICA TAX	39,980.36
MARTIN OIL WHOLESALE	GREASE & HYDRAULIC OIL	75.35
TRUMARK ATHLETICS	PAINT	128
HR GREEN	SE 37TH & HWY 141	12,539.88
WORLD BOOK, INC	LIBRARY MATERIALS	588
ZIMCO	GRASS SEED/SE 37 & HWY 141	960
MENARDS GRIMES	CONCRETE MATERIALS	59.83
MCCLURE ENGINEERING	RO WTR TREATMENT PLANT	55,271.45
BOOT BARN	SAFETY-NICK DUCKETT	279.7
COPY SYSTEMS INC	COPIER MONTHLY CHG	46.58
RENAISSANCE GROUP INC	MILEAGE-LIBRARY PROJECT	12.65
VOYA	DEFER COMP ROTH	871
AIG	DEFER COMP ROTH	332.5
HORACE MANN	DEFER COMP ROTH	150
MASSMUTUAL	DEFER COMP PRE	435
CHRISTENSEN DEVELOP 1 LLC	LIBRARY BUILDING MARCH 2020	10,454.00
GOUX, COREY	IR WATER METER REFUND	325
HOCHSTETLER, GREGG	RM RENTAL REFUND COVID 19	60
CASE, EMILY	RM RENTAL REFUND COVID 19	250
VANDERWEERDT, SARA	RM RENTAL REFUND COVID 19	20
MOYLAN, ANN	RM RENTAL REFUND COVID 19	80
CROSSING POINTE HOA	RM RENTAL REFUND COVID 19	10
BAKER, SELENA	RENTAL REFUND COVID19	150
O'BEREMBT, KATHRYN	RENTAL REFUND COVID19	90
KLOEWER, JILL	RENTAL REFUND COVID19	80
CATRON, KINDRA	RENTAL REFUND COVID19	120
KING, SHELBY	RENTAL REFUND COVID19	50
HAYES, GREG	RENTAL REFUND COVID19	100
ROSE, KRISTINA	RENTAL REFUND COVID19	290
FRASCHT, CONNIE J	MARCH CELL PHONE REIMBURSEMENT	25
HOKEL MACHINE SUPPLY	EQUIP MAINTENANCE/PW SUPPLIES	352.82
DEPOSIT REFUNDS	REFUND DATE 04/22/2020	217.48
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	112,168.45
	CLAIMS TOTAL	870,714.72
	GENERAL FUND	247,853.29
	ROAD USE TAX FUND	9,525.40
	EMPLOYEE BENEFITS FUND	52,754.56
	CP - PRAIRIE/LITTLE BEAVE FUND	939.25
	CP - PARKS FUND	36,459.64
	CP - S JAMES/SE 37TH ST FUND	522
	CP-New Jordan Well 2019 FUND	2,267.00
	CP-16 Water Main FUND"	210.5
	CP-Water Tower 2019 FUND	10,550.40
	CP-Water Plant Exp 2019 FUND	47,058.90
	SE 37TH HWY 141 PROJECT FUND	326,202.06
	WRA SANI SEWER CONNECTION FUND	5,864.62
	GRIMES LIBRARY BLDG FUND FUND	10,466.65
	WATER FUND	62,564.51
	SEWER FUND	48,196.71
	LANDFILL/GARBAGE FUND	96.3
	STORM WATER FUND	9,182.93
		870,714.72



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

AGENDA MEMO

For Meeting of April 14, 2020

AGENDA HEADING:

Public Hearing – Grimes Urban Renewal Plan Amendment and Anderson 4 Development Agreement

SYNOPSIS:

At the March 24, 2020 City Council Meeting, the City Council set a public hearing to consider an amendment to the Grimes Urban Renewal Plan, which would add an economic development project for Legacy Point.

Additionally, at the April 14, 2020 City Council Meeting, the City Council set a public hearing to consider the approval of a development agreement with Anderson Properties related to a TIF rebate.

The proposed TIF Rebate is capped at a total of \$500,000, which will be rebated over a 5-year period. The actual rebate amount will be determined by the incremental property taxes generated off of the anticipated improvements. The rate at which it will be rebated is proposed at the following schedule:

Year 1: 75%
Year 2: 60%
Year 3: 45%
Year 4: 30%
Year 5: 15%

FISCAL IMPACT:

Maximum rebate of \$500,000, spread over the upcoming 5 fiscal years.

PREVIOUS COUNCIL ACTION(S):

Set Public Hearing, Urban Renewal Plan Amendment– City Council, 03/24/2020
Approve Site Plan Amendment, Lot 1, Building 1 – City Council, 03/24/2020
Set Public Hearing, Development Agreement – City Council, 04/4/2020

BOARD/COMMISSION ACTION(S):

Approve Site Plan Amendment, Lot 1, Building 1 – Planning and Zoning, 12/03/2019



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

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of Resolution 04-1520 to Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area and Resolution 04-1620 Approving Development Agreement with Anderson Four, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

HEARING ON AND APPROVAL OF 2020
AMENDMENT TO THE GRIMES
URBAN RENEWAL AREA

419952-76

Grimes, Iowa

April 28, 2020

The City Council of the City of Grimes, Iowa, met on April 28, 2020, at 5:30 o'clock, p.m., for the purpose of conducting a public hearing on a proposed urban renewal plan amendment.

The City Council met electronically via Zoom, which was accessible at the following:

[Insert electronic access information]

The City Council conducted this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

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

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the City Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled "Resolution to Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area," seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO.04-1520

Resolution to Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Grimes, Iowa (the "City"), by prior resolution established the Grimes Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of a new urban renewal project (the "Project") in the Urban Renewal Area consisting of providing tax increment financing support to Anderson Four, LLC in connection with the construction of a new commercial/industrial building; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on April 28, 2020; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Polk County and the Dallas Center-Grimes Community School District; the consultation meeting was held on the 2nd day of April, 2020; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Project proposed under the Amendment conforms to the general plan for the development of the City;

B. The Project proposed under the Amendment is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise with future projects, then the City

will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved April 28, 2020.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

(Attach copy of the urban renewal plan amendment to this resolution.)

• • • •

Upon motion and vote, the meeting adjourned.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

STATE OF IOWA
COUNTY OF POLK
CITY OF GRIMES

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Grimes, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the urban renewal plan amendment for the Grimes Urban Renewal Area in the City of Grimes, Iowa.

WITNESS MY HAND this ____ day of _____, 2020.

City Clerk Rochelle Williams

CITY OF GRIMES, IOWA
URBAN RENEWAL PLAN AMENDMENT
GRIMES URBAN RENEWAL AREA

April, 2020

The Urban Renewal Plan (the “Plan”) for the Grimes Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purpose of identifying a new urban renewal project to be undertaken therein.

1) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Name of Project: Anderson Four, LLC Development Project

Name of Urban Renewal Area: Grimes Urban Renewal Area

Date of Council Approval of Project: April 28, 2020

Description of Project and Project Site: Anderson Four, LLC (the “Company”) has proposed to undertake the construction of a 15,000 square foot commercial/industrial building (the “Project”) on certain real property in the Urban Renewal Area bearing Polk County Property Tax Parcel Identification Number 311/00305-990-002 (the “Property”).

It has been requested that the City provide tax increment financing assistance to the Company in support of the efforts to complete the Project.

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$8,000.

Description of Public Infrastructure Projects: It is not anticipated that the City will install public infrastructure in connection with the Project.

Description of Properties to be Acquired in Connection with Project: It is not anticipated that the City will acquire real property in connection with the Project.

Description of Use of TIF: The City intends to enter into a development agreement with the Company with respect to the development and construction of the completed Project and to provide economic development payments (the “Payments”) to the Company thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$500,000, plus the Admin Fees.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$69,656,630</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed maximum indebtedness to be incurred in connection with this April, 2020 Amendment:*	<u>\$ 508,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Anderson Four, LLC)

419552-76

Grimes, Iowa

April 28, 2020

A meeting of the City Council of the City of Grimes, Iowa, was held at 5:30 o'clock p.m., on April 28, 2020, pursuant to the rules of the City Council.

The City Council met electronically via Zoom, which was accessible at the following:

[Insert electronic access information]

The City Council conducted this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

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

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the City Council to conduct a public hearing on a Development Agreement between the City and Anderson Four, LLC had been published according to law and as directed by the City Council and that this is the time and place at which the City Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the City Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections or comments, the Mayor announced that the hearing was closed.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION 04-1620

Resolution Approving Development Agreement with Anderson Four, LLC,
Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain
Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Grimes, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Grimes Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, the City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the "Agreement") between the City and Anderson Four, LLC (the "Company") has been prepared in connection with the construction of a new commercial/industrial building (the "Project") in the Urban Renewal Area; and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Company in a total amount not exceeding \$500,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on April 28, 2020, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Grimes and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company thereunder.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Anderson Four, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Grimes, Polk County, State of Iowa, more particularly described as follows:

That real property bearing Polk County Property Tax Parcel Identification Number 311/00305-990-002.

Section 5. The City hereby pledges to the payment of the Agreement the Anderson Four, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Anderson Four, LLC Subfund are appropriated for such purpose by the City Council.

Section 6. After the certification of indebtedness to the County Auditor of Polk County, Iowa and the continuing pledging of the Anderson Four, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved April 28, 2020.

Mayor Scott Mikkelsne

Attest:

City Clerk Rochelle Williams

• • • • •

On motion and vote the meeting adjourned.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

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

I, the undersigned, Clerk of the City of Grimes, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this ____ day of _____, 2020.

City Clerk Rochelle Williams



April 22, 2020

VIA EMAIL

Jake Anderson
City Administrator/City Hall
Grimes, IA

Re: Anderson Four, LLC Development Agreement
File No. 419552-76

Dear Jake:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with Anderson Four, LLC, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to make the payments under the Agreement.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Please call John Danos or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Rochelle Williams



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

AGENDA MEMO

For Meeting of April 28, 2020

AGENDA HEADING:

Legacy Park Lot 1 – Site Plan Approval

SYNOPSIS:

The applicant, Anderson Companies, is requesting approval of a site plan that would allow for the construction of 4 warehouse/flex spaces at the intersection of SE 19th St and HWY 141. The plans indicate the project will be broken into 2 phases, with the 1st phase proposed to include 2 of the 4 buildings, and the associated paving/utilities.

The project is located within the M-1A Zoning District, and the HWY 141 Zone 1 Corridor.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Final Plat – July 2017

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, December 2019

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Site Plan for Legacy Park Lot 1, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Alex Pfaltzgraff, Development Services Director
DATE: December 3, 2019
RE: Legacy Park Lot 1 – Site Plan

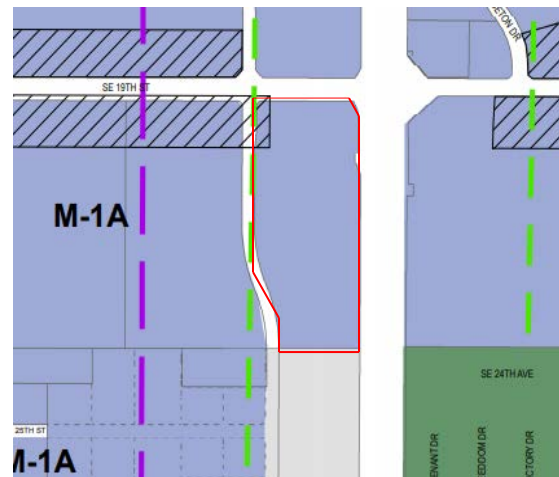
GENERAL INFORMATION:

Applicant:	Anderson Companies
Requested Action	Site Plan Approval
Location	2105 SE 19 th St

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Mixed Use 2/Open Space	M-1A (Zone 1)
North	Light Industrial	Mixed Use 2/Open Space	M-1A (Zone 1)
South	Agricultural	Mixed Use 2	A-1 (Zone 1)
East	Agricultural	Mixed Use 2/Open Space	M-1A (Zone 1)
West	Light Industrial	Light Industrial	M-1A (Zone 2)

BACKGROUND:

The applicant, Anderson Companies, is requesting approval of a site plan that would allow for the construction of 4 warehouse/flex spaces at the intersection of SE 19th St and HWY 141. The plans indicate the project will be broken into 2 phases, with the 1st phase proposed to include 2 of the 4 buildings, and the associated paving/utilities.

The project is located within the M-1A Zoning District, and the HWY 141 Zone 1 Corridor.

ANALYSIS:

Building/Elevations:

The first two buildings proposed within the development are to be constructed out of pre-cast concrete, similar to the previously constructed buildings within the Legacy Park development. Due to the location within the Zone 1 Corridor, the glazing along the elevations that face the public ROW has been increased to 30% of the wall area.

The 5 factors are being met with the utilization of roof height variations, arched treatments, awnings, color changes and reveals.

As required by the Zone 1 Corridor, architectural up-lighting is being provided for the facades that face the public ROW.

The eastern building is proposed at 50,000 square feet, while the western building is proposed at 10,000 square feet.

Site Layout:

The site is accessed from 2 points along SE Gateway Drive. Both of these access points correspond to the existing access points to Legacy Park Lot 2. No additional points of access to SE 19th or HWY 141 have been proposed.

A central drive, dividing the two phases is proposed from SE Gateway Drive, heading east towards HWY 141. Off of the central drive, access to the motor court between the buildings is provided, as well as access to the front of the buildings.

Pedestrian connections from SE Gateway are provided in two locations, as well as internal sidewalks to each of the buildings and parking spaces.

Site lighting is provided via a combination of pole mounted and building mounted lighting fixtures. Staff has reviewed the lighting proposal, and finds no issue with the placement and spacing.

No dumpster enclosures are provided, and notes on the plan indicate that all waste/recycling must be kept inside each tenant space.

Parking:

The Zoning Ordinance requires that a minimum of 1 stall per 2,000 square feet of warehouse space be provided. Based upon the phase 1 square footage of 60,000 square feet, a total of 30 parking spaces is required.

Due to the typical tenant demand, 166 parking spaces are being provided. This is a rate of 2.67 spaces per 1,000 square feet. The increased parking will allow for the tenant spaces to be utilized in a retail/office fashion if desired by the tenant.

The phase 1 site also provided for the possibility of 24 future stalls along the central drive.

Landscaping/Streetscape:

The site is required to provide a minimum of 10% open space. The proposed site provides a total of 37.7% open space over both phases.

The site requires plantings per open space requirements, street frontage and parking buffer.

Based upon the open space requirements, a total of 134 trees and 134 shrubs are to be provided on the site. The plan indicates that 134 trees and 134 shrubs have been provided over both phases.

Based upon the street frontage, a total of 58 trees are to be provided. The plan indicates that the 58 trees have been provided over both phases.

Based upon the proposed parking areas, a total of 780 feet of parking buffer is required to be provided along these areas. The plans indicate this is being satisfied with the planting of shrubs and trees along the parking edges that face the public streets.

In addition to the above plantings, a berm and landscape buffer have been provided at the SE corner of the site. The intent of the berm/buffer is to further screen the motor court within phase 1. The berm has a proposed height of 4 feet, and has 10 black hills spruce trees planted

upon the top. In addition to the spruce trees, there are 5 overstory trees planted along the street edge, that will provide a second layer of screening.

Utilities:

Storm water management is being provided in 2 locations within the site; along SE Gateway south of the main entrance and along SE 19th Street.

Storm sewer is proposed along all parking areas and within the motor court.

Water main is provided from two stubs west of SE Gateway, and loops the entire site. Appropriate hydrant coverage/routing is provided throughout the site. Hydrants are positioned to be within 100-feet of the FDC as required by the fire code.

Sanitary sewer is being provided from a connection along SE 19th St.

STAFF RECOMMENDATION:

Staff would recommend approval of the Site Plan for Legacy Park Lot 1, subject to any remaining staff comments.

CITY OF GRIMES

A handwritten signature in black ink, appearing to read "Alex Pfaltzgraff". The signature is fluid and cursive, with the first name "Alex" written in a larger, more prominent script than the last name "Pfaltzgraff".

Alex Pfaltzgraff
Development Services Director



November 5, 2019

Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

Bishop Engineering

Attn: Brad Kuehl

3501 104th Street

Urbandale, IA 50322

RE: Legacy Park Lot 1 Site Plan

Dear Mr. Kuehl:

The Development Services Department is in receipt of a proposed Site Plan for the Legacy Park Lot 1 Site Plan. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Please include all proposed building addresses under the principal lot address. Note that the address is not off of SE 19th, but SE Gateway.~~
- ~~2. Please provide the parking requirement calculations on the plans.~~
- ~~3. Please identify a project schedule for Phase 1 as well as Phase 2.~~
- ~~4. Note that a KNOX box is required for each building. This may be purchased directly from KNOX.~~
- ~~5. Staff questions if any sight lighting is proposed. If so, please provide a photometric plan and fixture cut sheets. Staff know sees that this was submitted. Please see below for comments.~~
 - Please provide architectural up lighting, along all elevations that face public ROW (Hwy 1414, SE 19th and SE Gateway) **Please provide cut sheets and locations on architectural sheets.**

Sheet C.02

- ~~6. The existing contours are from how it should have been graded at the completion of Plat 1, however, the drainage swale along the south and east sides of the property was not graded. Please revise. Please provide prior to P&Z~~

- ~~7. Please revise to show the Hwy 141 lane/shoulder widening and box culvert extension. We are concerned about the changes in the existing grades and suggest a new topographic survey for existing conditions. Please provide prior to P&Z~~

Sheet C2.1

- ~~8. Please include the proposed sidewalk along SE 19th ST.~~
- ~~9. Staff questions if the linework coming across SE Gateway is existing water service lines. If they are not needed (see fire comments on hydrant layout), please note that the service lines need to be removed to the main, and the main repaired.~~
- ~~10. The phase 2, east building appears to have the incorrect square footage. Please review and revise.~~
- ~~11. Please extend the sidewalk north of the buildings in Phase 2, across the common driveway.~~
- ~~12. Please provide a corresponding ramp across from the ramp to the south of phase 2, into phase 1 (west side of site along central drive between two phases)~~
- ~~13. Please extend the sidewalk along the south side of Phase 1 across the common drive and out to the public ROW along SE Gateway.~~
- ~~14. Please add corresponding ramps for the sidewalk between the central drive along the east side of Phase 1/2.~~
- ~~15. Please add a pedestrian connection from the SE Gateway public ROW to the west phase 2 building.~~
- ~~16. Staff questions how garbage/recycling is handled on site. If dumpster enclosures are proposed, please provide locations and details.~~

Sheet C2.2

- ~~17. Please modify the radii along the central drive out to SE Gateway from 15 feet to 25 feet.~~
- ~~18. Please modify the radii SE of Building 3 from 9 feet to 15 feet.~~

- ~~19. Please note on the plans that within Zone 1, no outdoor storage is permitted. As such, please remove the trailer parking area and undescribed storage area to the north of the trailer parking area.~~

Sheet C3.1

- ~~20. Staff would ask that additional berm height be provided along the SW corner of the site, where the back of Building 3 is visible from SE Gateway.~~

21. Please provide an enlarged detail for each sidewalk ramp and accessible stall ramp. Please identify the proposed slope of the ramp areas. **Please provide prior to P&Z**

- ~~22. The original contours appear to be wrong. Please provide prior to P&Z~~

- 23. Staff questions if there should be an emergency overflow spillway for the south detention basin. Staff does not see the spillway elevation and treatment called out.**

- ~~24. Staff questions if existing sanitary manholes between parking lot and Hwy 141 will need to be adjusted due to grade change.~~

- 25. Would suggest extending the PCC flume south from the NE corner of the site to the box culvert beneath Hwy 141. Reason is because grade is very flat and easy backed up with debris/vegetation in the existing flow path. There is significant standing water in the NE corner of the site.**

Sheet C4.1

- ~~26. Staff questions if a rain guardian or similar would be better option than the scour stop mat for the two curb openings on the western basin.~~

- ~~27. The hydrant layout does not meet the minimum requirements per Section 507.5.1 and 507.51.1.1 of the City of Grimes Fire Code. The code requires all portions of the building to be within 150 feet of a fire hydrant along an approve route. Staff is reviewing.~~

- ~~28. Please ensure the FDC is within 100 feet of a fire hydrant.~~

- ~~29. Proposed plantings appear to be located in a manner that would impact the 5-foot clear space requirement for the hydrants within the parking islands. The FD would like to see the trees shifted 1-2 feet further south to allow for tree growth.~~

~~30. Please provide details for new storm structure #1. Please provide prior to P&Z~~

Sheet C4.2

~~31. Please provide details for new storm structures #31 and 32. because they are final stormwater release point there should be a temporary structure to release "surface water". Silt fence will not meet the requirement. Please update the detail of structure #32 to match the outlet control listed in the SWMP and modeled in Hydraflow. The detail does not correspond to the model.~~

Sheet C4.3

~~32. The hydrant layout does not meet the minimum requirements per Section 507.5.1 and 507.51.1.1 of the City of Grimes Fire Code. The code requires all portions of the building to be within 150 feet of a fire hydrant along an approve route. Staff is reviewing.~~

~~33. Please ensure the FDC is within 100 feet of a fire hydrant~~

Sheet C5.1

~~34. Please consider replacing the evergreens (BH) with an overstory to allow for a less obstructed view when exiting the common driveway ways.~~

~~35. Please add landscaping to the top of berm (reference comment 16) to provide more screening.~~

~~36. Please relocate shrubs as noted in comment 21.~~

Sheet C5.2

~~37. Please consider additional plants south of the basin, near the central portion, to provide additional screening to into the rear of the buildings.~~

~~38. As part of grading the north detention basin and installing landscaping the area between the north detention basin and SE 19th Street will get disturbed, please state type of seeding to restore the area.~~

Sheet C5.3

- 39. Please label seed type and sod areas.
- 40. Please consider replacing the evergreens (BH) with an overstory to allow for a less obstructed view when exiting the common driveway ways.
- 41. Please relocate shrubs as noted in comment 21.
- 42. North detention basin is intended to be planted to "wetland seed mixture". With a seeding window of April 1 to June 30 it is anticipated there will need to be cover vegetation until the seeding window arrives. Please state what seed mixture will be utilized until wetland seed can be seeded/established.

Sheet C7.1

- 43. Erosion Control Note 11. Please revise note to include sod. Please reference there are seed types in landscaping plans.

Sheet C7.3-7.4

- 44. There is an area intake, in middle of sheet, future pavement, that needs control.
- 45. The detention basin should have a temporary detention structure, need details.

SWMP

- 46. Please provide your Tc calculation for the total basin as routed. Staff is reviewing.
- 47. Please provided additional drainage maps that correspond to the model. Staff is reviewing.
- 48. Please provide pipe sizing information. Staff is reviewing.
- 49. Please provide the pond report in the Hydraflow model. Staff is reviewing.

Architecture

- 50. Please provide the required 5 architectural factors as required in 165A. Please note the 5 required factors on the architectural sheets.

~~51. Please revise the elevations to meet the minimum glazing requirements. Chapter 165A requires that 30% of the elevations facing the Public ROW to be glass. The architect has instead calculated the horizontal length. Based upon staff calculations, additional glazing is needed. If the area above each existing window is replaced with glazing, the minimums would likely be met.~~

~~52. Please provide the roof deck height as it relates to the parapet. Note that all roof top mechanical units must be screened from view if above the parapet height.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: November 11th, 2019
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: December 3rd at 5:30 at the Grimes City Hall

COUNCIL MEETING: December 10th at 5:30 at the Grimes City Hall

Please feel free to contact me at apfaltzgraff@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,



Alex Pfaltzgraff
Development Services Director

LOT 1 LEGACY PARK SITE DEVELOPMENT PLAN

SHEET INDEX:

- C0.1 COVER SHEET
- C0.2 EXISTING CONDITIONS
- C2.1 OVERALL LAYOUT PLAN
- C2.2 LAYOUT PLAN - PHASE 1
- C2.3 LAYOUT PLAN - PHASE 2
- C3.1 OVERALL GRADING PLAN
- C3.2 GRADING PLAN - PHASE 1
- C3.3 GRADING PLAN - PHASE 1
- C3.4 GRADING PLAN - PHASE 2
- C4.1 UTILITY PLAN - PHASE 1
- C4.2 UTILITY PLAN - PHASE 1
- C4.3 UTILITY PLAN - PHASE 2
- C5.1 LANDSCAPE PLAN - PHASE 1
- C5.2 LANDSCAPE PLAN - PHASE 1
- C5.3 LANDSCAPE PLAN - PHASE 2
- C6.1 DETAILS SHEET
- C7.1 SWPPP
- C7.2 SWPPP
- C7.3 SWPPP
- C7.4 SWPPP

BUILDING ELEVATIONS (BY OTHERS)

PROPERTY DESCRIPTION:

LOT 1, LEGACY PARK, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

SAID PARCEL CONTAINS 15.33 ACRES (667,782 SF).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

ADDRESS:

BUILDING 1 - 2105 SE GATEWAY DRIVE (SUITES 100-170)
BUILDING 2 - 2105 SE GATEWAY DRIVE (SUITES 200-270)
BUILDING 3 - 2105 SE GATEWAY DRIVE (SUITES 300-370)
BUILDING 4 - 2105 SE GATEWAY DRIVE (SUITES 400-403)
GRIMES, IOWA 50111

OWNER:

ANDERSON FOUR LLC
CONTACT: W. MARK ANDERSON
3041 JUSTIN DRIVE
URBANDALE, IA 50322
PH: (515)-270-6104

ZONING:

M1-A: COMMERCIAL & LIMITED LIGHT INDUSTRIAL DISTRICT
SETBACKS:
FRONT-25 FEET
SIDE-NONE, EXCEPT ADJACENT TO R DISTRICT THEN 25 FEET
REAR-25 FEET
MAX. BUILDING HEIGHT=50 FEET

LAND USE:

WAREHOUSE, TRUCKING & DISTRIBUTION FACILITY
TRASH AND RECYCLING WILL BE HANDLED INTERNALLY

OVERLAY DISTRICT:

HIGHWAY 141 MIXED USE CORRIDOR ZONE 1
NO OUTDOOR STORAGE IS PERMITTED WITHIN ZONE 1

PARKING REQUIREMENTS:

REQUIRED: 1 STALL PER 2,000 SF WAREHOUSE
PHASE 1 (60,000 SF): = 30 STALLS
PHASE 2 (90,000 SF): = 45 STALLS

PROVIDED:

PHASE 1: = 166 STALLS (INC. 6 HANDICAP)
= 24 FUTURE STALLS
PHASE 2: = 230 STALLS (INC. 8 HANDICAP)
= 30 FUTURE STALLS

OPEN SPACE REQUIREMENTS:

TOTAL SITE AREA = 667,782 SF (15.33 AC)
OPEN SPACE REQUIRED (10%) = 66,778 SF
OPEN SPACE PROVIDED (37.7%) = 251,641 SF (PHASE 1 AND 2)

IMPERVIOUS SURFACE:

PHASE 1 TOTAL: = 192,009 SF
BUILDING = 60,000 SF
PAVEMENT = 124,085 SF
SIDEWALK = 7,924 SF

PHASE 2 TOTAL:

BUILDING = 90,000 SF
PAVEMENT = 121,490 SF
SIDEWALK = 7,642 SF

PROJECT SCHEDULE:

BEGIN CONSTRUCTION
PHASE 1 - SPRING/SUMMER 2020
PHASE 2 - SPRING/SUMMER 2022

END CONSTRUCTION

PHASE 1 - 9 MONTHS AFTER BEGINNING
PHASE 2 - 9 MONTHS AFTER BEGINNING

GENERAL NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATIONS AND ANY AND ALL CITY/COUNTY SUPPLEMENTAL SPECIFICATIONS. THE CITY OF GRIMES MUST BE NOTIFIED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK.
- IN EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
- ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
- BISHOP ENGINEERING SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
- THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
- THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCHEDULE FOR PERFORMANCE OF WORK ITEMS. THIS SCHEDULE SHALL BE PROVIDED BY THE CONTRACTOR AT THE PROJECT PRECONSTRUCTION CONFERENCE. NO WORK SHALL BEGIN UNTIL A SCHEDULE HAS BEEN SUBMITTED AND ACCEPTED. THE CONTRACTOR SHALL THEN PERFORM WORK TO CONFORM TO THE ACCEPTED SCHEDULE.
- LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- SOIL IMPORT OR EXPORT ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
- THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
- THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNERS REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF GRIMES.
- GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.
- THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED UNTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
- DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.

PAVING NOTES:

- THE PAVING/ GRADING CONTRACTOR SHALL BACKFILL THE PAVING SLAB AND FINE GRADE THE RIGHT OF WAY AS SOON AFTER THE PAVING AS POSSIBLE. ALL AREAS SHALL BE SEEDED IN ACCORDANCE WITH CITY OF GRIMES STANDARD SPECIFICATIONS AND THE CURRENT VERSION OF SUDAS.
- SUBGRADE PREPARATION AND PAVEMENTS WILL BE CONSTRUCTED FOLLOWING RECOMMENDATIONS IN THE SOILS REPORT. APPROVED SOILS ENGINEER MUST SIGN OFF ON SUBASE PRIOR TO ANY PAVEMENT BEING PLACED.
- SEE DETAILS FOR ALL PAVEMENT THICKNESS.
- ALL PEDESTRIAN WALKWAYS THAT UNLOAD INTO A VEHICLES TRAVELED PATH MUST HAVE A.D.A. DETECTABLE WARNING PANEL(S) AS PER A.D.A. REGULATIONS. PANEL TYPE & COLOR SHALL BE PER CITY STANDARD.
- ALL WALKS, PARKING LOTS, HANDICAP PARKING, RAMPs, ETC. SHALL COMPLY WITH ALL A.D.A. AND CITY CODES. HANDICAP PARKING SIGNAGE IS REQUIRED FOR ALL HANDICAP STALLS AND SHALL BE CONSIDERED INCIDENTAL. IN EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE A.D.A./CITY CODES THE A.D.A./CITY CODES SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING A.D.A. CODES ARE MET.

UTILITY NOTES:

- QUANTITY CALLOUTS ON PIPE LENGTHS ARE APPROXIMATE AND SHOULD BE USED FOR REFERENCE ONLY.
- THE CONTRACTOR SHALL PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION AND ALL COSTS ASSOCIATED WITH AS-BUILT TOPO OF DETENTION POND & DETENTION POND STORM SEWER. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING BISHOP ENGINEERING (DAVID BENTZ AT 515-276-0467) TO PERFORM SAID AS-BUILT SURVEY. IF DETENTION PONDS HAVE BEEN GRADED INCORRECTLY, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBSEQUENT AS-BUILT TOPO SURVEYS UNTIL ISSUES HAVE BEEN RECTIFIED.
- THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN ACCORDANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
- ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE.
- ALL PROPOSED RCP STORM SEWER PIPE JOINTS SHALL BE FABRIC WRAPPED AND THE LAST 3 PIPE SECTIONS ON THE APRON SHALL BE TIED WITH RF-14 TYPE II CONNECTORS. ALL APRONS SHALL HAVE A STANDARD FOOTING AND TRASH GUARD.
- ALL RIP RAP CALLED OUT ON PLANS SHALL BE UNDERLAIN WITH ENGINEERING FABRIC.
- SANITARY SEWER SERVICE CONNECTIONS SHALL BE PLACED AT A SLOPE OF NO LESS THAN 2%. SERVICES SHALL MAINTAIN 18" OF VERTICAL SEPARATION FROM THE WATERMAIN WITH 18" OF COMPACTED LOW PERMEABILITY SOIL BETWEEN THE UTILITIES WITHIN 10' OF THE CROSSING.
- MANDREL AND PRESSURE TESTS SHALL BE REQUIRED FOR ALL PROPOSED SANITARY LINES. TELEVISION OF THE SANITARY SEWER SYSTEM SHALL BE COMPLETED PRIOR TO PAVING UNLESS OTHERWISE APPROVED BY JURISDICTION.
- WATERMAINS SHALL BE C900 OR C905. SIZE OF WATERMAIN AS SHOWN ON PLANS.
- THRUST BLOCKS & RESTRAIN JOINT PIPE SHALL BE INSTALLED AS REQUIRED AND SHALL BE CONSIDERED INCIDENTAL TO WATERMAIN CONSTRUCTION.
- PROPOSED WATERMAIN SHALL BE PRESSURE TESTED, BACTERIA TESTED AND CHLORINATED. THE FILLING OF THE WATER MAIN SHALL BE DONE BY THE CITY OF GRIMES.
- TRACER WIRE SHALL BE ADDED TO ALL WATER MAIN, AND BROUGHT TO THE SURFACE AT EVERY HYDRANT.
- ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
- THE MINIMUM HYDRANT LEAD SHALL BE 3.5 FEET.
- A KNOX BOX IS REQUIRED FOR EACH BUILDING AND MAY BE PURCHASED DIRECTLY FROM KNOX



UTILITY NOTE:

THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY, EXISTING PUBLIC RECORDS, AND PLANS PROVIDED BY OTHERS. SURFACE UTILITY LOCATIONS HAVE BEEN FIELD LOCATED BY BISHOP ENGINEERING, UNLESS OTHERWISE NOTED. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS ONLY. BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES SHOWN AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT. A REQUEST WAS MADE TO IOWA ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.

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UTILITY CONFLICT NOTES:

- UTILITY CONFLICTS MAY EXIST ACROSS THE SITE WITH NEW UTILITIES, GRADING, PAVING ETC. MOST UTILITY CONFLICTS HAVE BEEN CALLED OUT FOR CONTRACTOR CONVENIENCE.
- CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICTS THAT ARE EITHER CALLED OUT ON THE PLANS OR THAT CAN BE SEEN ON THE PLANS BETWEEN AND EXISTING UTILITY AND PROPOSED CONSTRUCTION

WETLAND NOTES:

- BISHOP ENGINEERING DOES NOT PERFORM WETLAND STUDIES OR WETLAND MITIGATION. IT IS THE OWNER'S RESPONSIBILITY TO DETERMINE IF ANY WETLANDS ARE LOCATED ON THE PROJECT SITE AND PERFORM ANY NECESSARY MITIGATION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

SWPPP NOTE:

- SWPPP NARRATIVE HAS BEEN PREPARED BY BISHOP ENGINEERING. CONTACT CHUCK BISHOP (515-276-0467) FOR A COPY OF THE SWPPP NARRATIVE.

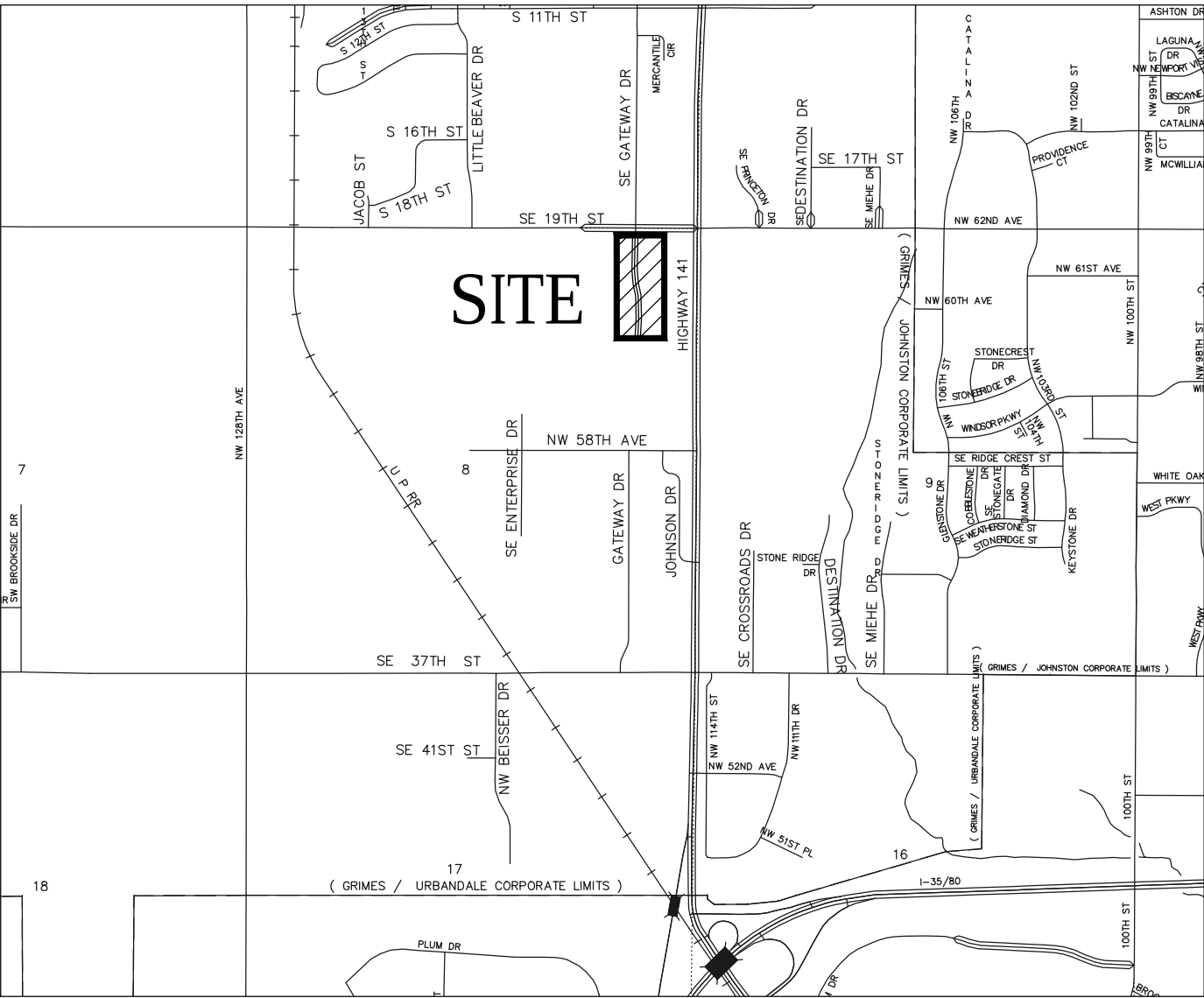
CITY OF GRIMES STANDARD NOTES:

- GENERAL NOTES:**
 - ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE URBAN STANDARDS SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS) ON THE DATE OF APPROVAL AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS AS STATED HEREIN.
 - A PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING. CONTACT BRANDT WILLIAMSON WITH FOX ENGINEERING (515.233.0000).
 - ALL PERMITS (DNR, IDOT, ARMY CORP., ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
 - THE DEVELOPER AND/OR CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE CITY OF GRIMES WITH RECORD DRAWINGS OF ALL IMPROVEMENTS AS PER CITY STANDARD PROCEDURES.
 - ALL SERVICES SHOULD BE MARKED WITH A PAINTED POST. (WATER-BLUE, STORM-WHITE, SANITARY-GREEN). POSTS SHOULD BE A 6-FOOT POST WITH FOUR-FEET EXPOSED ABOVE GROUND.
 - ALL SERVICE LOCATIONS ARE TO BE STAMPED INTO THE CURB (TOP & FACE) AND INTO THE GUTTER WITH LETTER IRONS AS PER CITY STANDARD PROCEDURES.
 - SANITARY SEWER NOTES:**
 - THE CONTRACTOR IS REQUIRED TO PLACE A TEMPORARY PLUG IN THE EXISTING DOWNSTREAM SANITARY SEWER MANHOLE PRIOR TO THE START OF CONSTRUCTION. THE PLUG SHALL BE REMOVED FOLLOWING APPROVAL OF CONSTRUCTION BY THE CITY OF GRIMES.
 - SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS (8" TO 15").
 - SANITARY GRAVITY SERVICE PIPE MATERIAL SHALL BE PVC SDR 23.5 (4" TO 6").
 - ALL SANITARY SEWER MANHOLES SHALL HAVE STEPS.
 - ALL SANITARY SEWER MANHOLES CASTINGS SHALL BE SEALED WITH INTERIOR CHIMNEY SEALS.
 - ALL MANHOLES SHALL BE EXTERIOR COATED WITH BITUMINOUS WATERPROOFING.
 - ALL SANITARY SEWER MANHOLE CASTINGS LOCATED WITHIN PAVEMENT SHALL BE BOXED OUT.
 - TELEVISION OF THE SANITARY SEWER SYSTEM SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISION.
 - STORM MAIN NOTES:**
 - ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL-WATEROUS PACER WB-67-250, MUELLER SUPER CENTURION 250 (3-WAY A-423, OR CLOW MEDALLION F-3545. ALL HYDRANTS SHALL HAVE THE FOLLOWING: 6" MJ SHOE, 2-1/2" HOSE NOZZLE, 4-1/2" STEAMER NOZZLE, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
 - ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
 - A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT.
 - ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
 - WATER SERVICE SHALL BE 1-INCH MINIMUM TYPE K COPPER.
 - PROPOSED WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED BY THE DEVELOPER. THE FILLING OF THE WATER MAIN SHALL BE DONE BY THE CITY OF GRIMES. THE BACTERIA TEST AND SUBMITTAL OF TEST TO LAB SHALL BE DONE BY THE DEVELOPER AND RESULTS PROVIDED BY FAX TO US WATER AT 515-986-7300. IF THE TEST DOES NOT PASS, THE CONTRACTOR WILL BE REQUIRED TO PAY FOR ALL THE WATER USED TO REPEAT THE TEST.
 - STORM SEWER NOTES:**
 - ALL STORM SEWER IN THE ROW SHALL BE RCP, UNLESS OTHERWISE APPROVED BY THE CITY.
 - ALL FLARED END SECTIONS SHALL HAVE FOOTINGS AND APRON GRATES. THE LAST 3 PIPE SECTIONS AND THE FLARED END SECTION ON ALL CULVERTS SHALL BE TIED. ALL STORM SEWER JOINTS SHALL BE WRAPPED WITH ENGINEERING FABRIC.
 - THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY FIELD TILE DAMAGED DURING CONSTRUCTION. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES.
 - ALL SUMP SERVICE LINES SHALL HAVE TRACER WIRE.
 - TELEVISION OF STORM SEWER IS REQUIRED AS PER SUDAS.
- SIGNAGE NOTES:**
- ALL SIGNAGE SHALL BE SUPPLIED AND INSTALLED BY THE CITY OF GRIMES. THE CITY WILL BILL THE DEVELOPER FOR THE COSTS ASSOCIATED WITH THE SIGNAGE.
 - THE HEIGHT OF SIGNS SHALL BE 7- FEET FROM THE BASE OF THE SIGN TO THE GROUND.
 - ALL SIGNS SHALL BE NOT LESS THAN 1.5' FROM EDGE OF SIGN TO BACK OF CURB.
 - STOP SIGNS SHALL BE AS PER MUTCD R1-1 TYPE, 30"X30".
 - NO PARKING SIGNS SHALL BE AS PER MUTCD R8-3 TYPE, 12"X12". IF POSSIBLE, PLEASE MOUNT THE NO PARKING SIGNS TO LIGHT POLES (1ST PREFERENCE).
 - ALL SPEED LIMIT SIGNS SHALL BE AS PER MUTCD R2-1 (25 MPH), 24"X30".
 - ALL STREET NAME SIGNS SHALL BE WHITE ON BLACK ON A 6" BLANK WITH 4" LETTERS (LOCALS) OR 8" BLANK WITH 6" LETTERS (COLLECTORS/ARTERIALS) AND SHALL BE DIRECTLY FASTENED TO SQUARE TUBE POSTS. EACH SIGN POST SHALL HAVE FOUR (4) STREET SIGNS THAT SHALL BE CONNECTED TO POST BY RIVETING THE SIGNS BACK TO BACK ON OPPOSITE SIDES OF THE SQUARE TUBE POST. THE BACK TO BACK ENDS OF STREET NAME SIGNS SHALL BE CONNECTED WITH CIRCULAR STABILIZERS.
 - ALL SIGN POSTS SHALL BE TELESAR 2'X2" SQUARE TUBE POWDER COATED BLACK GALVANIZED STEEL (14 GAUGE MIN.) WITH 7/16" KNOCK-OUT STYLE PERFORATIONS THAT ARE PRE-PUNCHED.
 - ROAD CLOSED SIGNS SHALL BE AS PER IDOT ROAD STANDARD SH-182.
 - ALL SIGNS SHALL BE HIGH INTENSITY PRISMATIC.

BENCHMARK:

BM1: NORTHEAST BURY BOLT ON HYDRANT ON EAST SIDE OF SE LITTLE BEAVER DRIVE NORTH OF SE 19TH STREET. ELEVATION=962.83 (NAVD 88 DATUM)

BM2: NORTHWEST BURY BOLT ON HYDRANT AT NORTHWEST QUADRANT OF SE 19TH STREET & SE GATEWAY DRIVE. ELEVATION=955.14 (NAVD 88 DATUM)



VICINITY MAP
NOT TO SCALE

LEGEND:

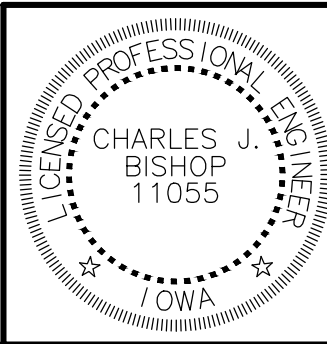
- SAN — SANITARY SEWER
- ST — STORM SEWER
- W — WATER LINE
- G — GAS LINE
- U/E — UNDERGROUND ELECTRIC
- O/E — OVERHEAD ELECTRIC
- TELE — TELEPHONE LINE
- F/O — FIBER OPTIC
- CATV — CABLE TV
- Ⓢ — STORM MANHOLE
- Ⓤ — CURB INTAKE
- — SURFACE INTAKE
- Ⓛ — FLARED END SECTION
- Ⓢ — SANITARY MANHOLE
- Ⓢ — CLEANOUT
- Ⓢ — FIRE HYDRANT
- Ⓢ — SPRINKLER
- Ⓢ — IRRIGATION CONTROL VALVE
- Ⓢ — WATER MANHOLE
- Ⓢ — WELL
- Ⓢ — WATER VALVE
- Ⓢ — WATER SHUT OFF
- Ⓢ — YARD HYDRANT
- Ⓢ — ELECTRIC MANHOLE
- Ⓢ — ELECTRIC METER
- Ⓢ — ELECTRIC RISER
- Ⓢ — ELECTRIC VAULT
- Ⓢ — POWER POLE
- Ⓢ — TRANSFORMER POLE
- Ⓢ — LIGHT POLE
- Ⓢ — ELECTRIC JUNCTION BOX
- Ⓢ — ELECTRIC PANEL
- Ⓢ — TRANSFORMER
- Ⓢ — GROUND LIGHT
- Ⓢ — GUY WIRE
- Ⓢ — ELECTRIC HANDHOLE
- Ⓢ — GAS METER
- Ⓢ — GAS VALVE
- Ⓢ — AIR CONDITIONING UNIT
- Ⓢ — TELEPHONE RISER
- Ⓢ — TELEPHONE VAULT
- Ⓢ — TELEPHONE MANHOLE
- Ⓢ — TRAFFIC SIGNAL MANHOLE
- Ⓢ — FIBER OPTIC RISER
- Ⓢ — FIBER OPTIC FAULT
- Ⓢ — CABLE TV RISER
- Ⓢ — SIGN
- Ⓢ — DENOTES NUMBER OF PARKING STALLS
- — PROPERTY CORNER - FOUND AS NOTED
- — PROPERTY CORNER- PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #1475
- Ⓢ — SECTION CORNER - FOUND AS NOTED

ABBREVIATIONS:

AC ACRES
ASPH ASPHALT
BK BOOK
CONC CONCRETE
D DEEDED DISTANCE
EX EXISTING
ENCL ENCLOSURE
FF FINISHED FLOOR
FL FLOW LINE
FRAC FRACTIONAL
M MEASURED DISTANCE
MH MANHOLE
OPC ORANGE PLASTIC CAP
P PLATTED DISTANCE
PG PAGE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PRA PREVIOUSLY RECORDED AS
PUE PUBLIC UTILITY EASEMENT
ROW RIGHT OF WAY
RPC RED PLASTIC CAP
SF SQUARE FEET
SAN SANITARY
TYP TYPICAL
YPC YELLOW PLASTIC CAP
N NORTH
S SOUTH
E EAST
W WEST

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: PRELIMINARY DATE: _____
CHARLES J. BISHOP, P.E. 11055
LICENSE RENEWAL DATE: DEC. 31, 2020
PAGES OR SHEETS COVERED BY THIS SEAL: C0.1-C4.3 AND C6.1-C7.3



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LOT 1 LEGACY PARK GRIMES, IOWA

COVER SHEET

REFERENCE NUMBER:

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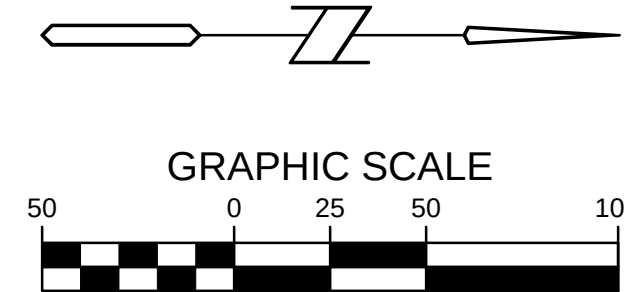
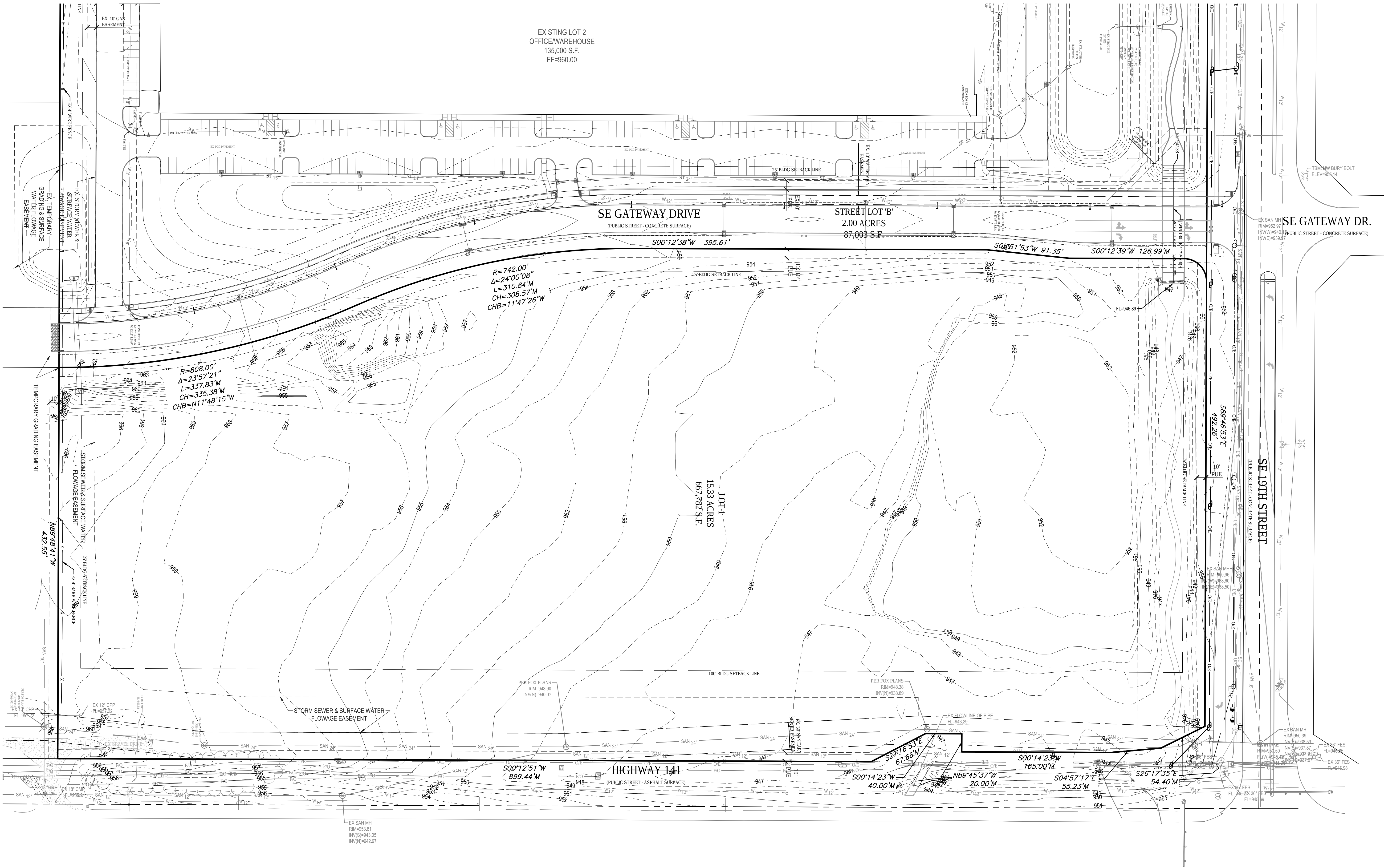
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11/11/19 CITY #2
11/25/19 CITY#3

PROJECT NUMBER:
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SHEET NUMBER:

C0.1



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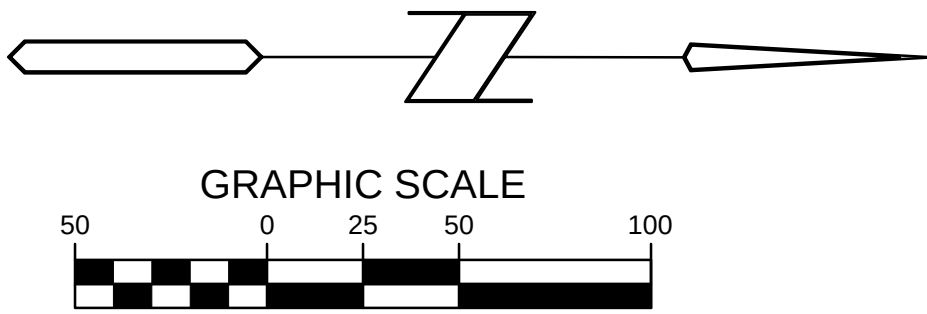
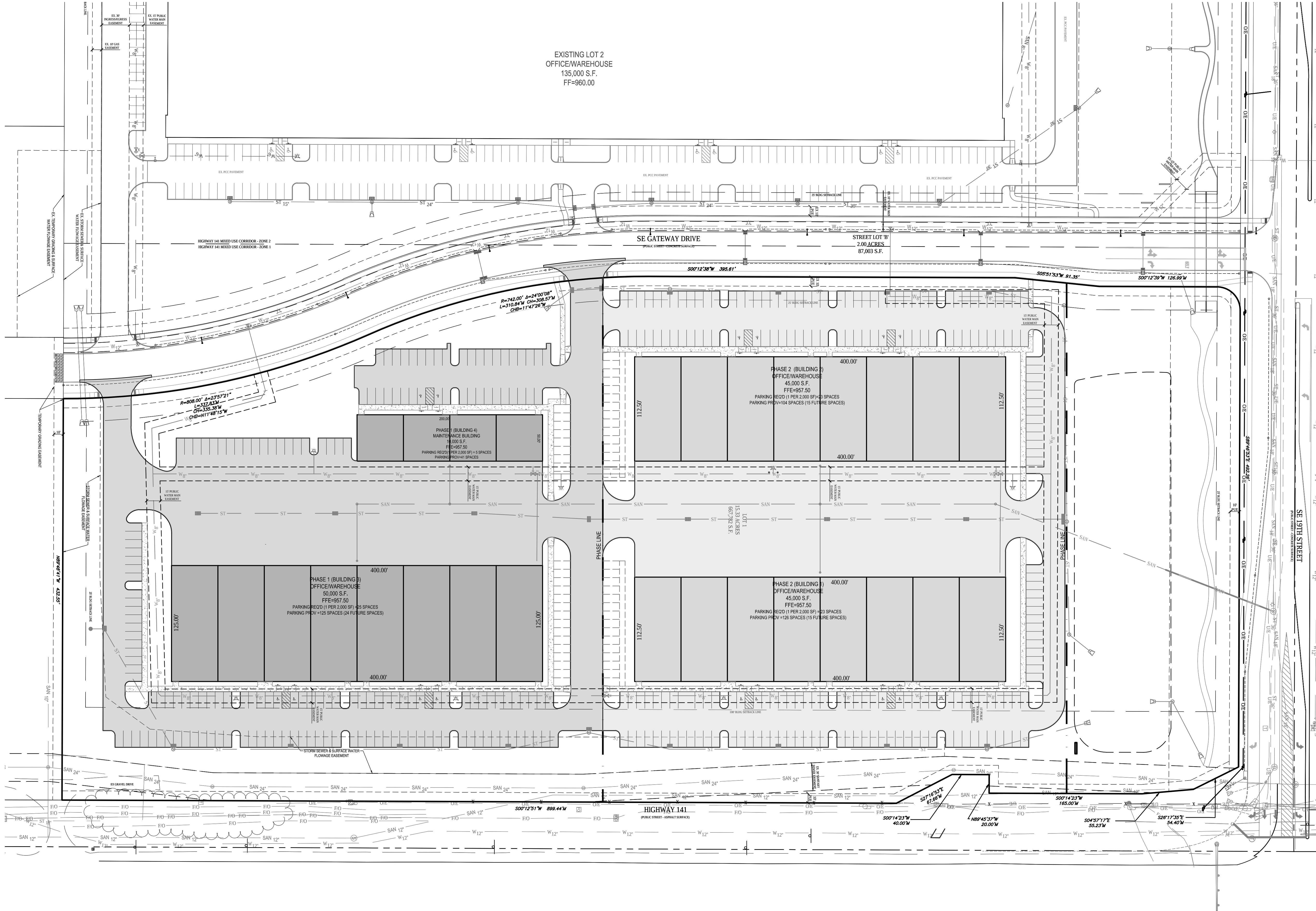
LOT 1 LEGACY PARK

GRIMES, IOWA

EXISTING CONDITIONS

REFERENCE NUMBER:
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REVISION DATE: 10/10/19 CITY #1 11/11/19 CITY #2 11/25/19 CITY#3
PROJECT NUMBER: 160387-1
SHEET NUMBER: C0.2

GENERAL NOTES:
1. REFER TO SHEET C0.1



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OVERALL LAYOUT PLAN

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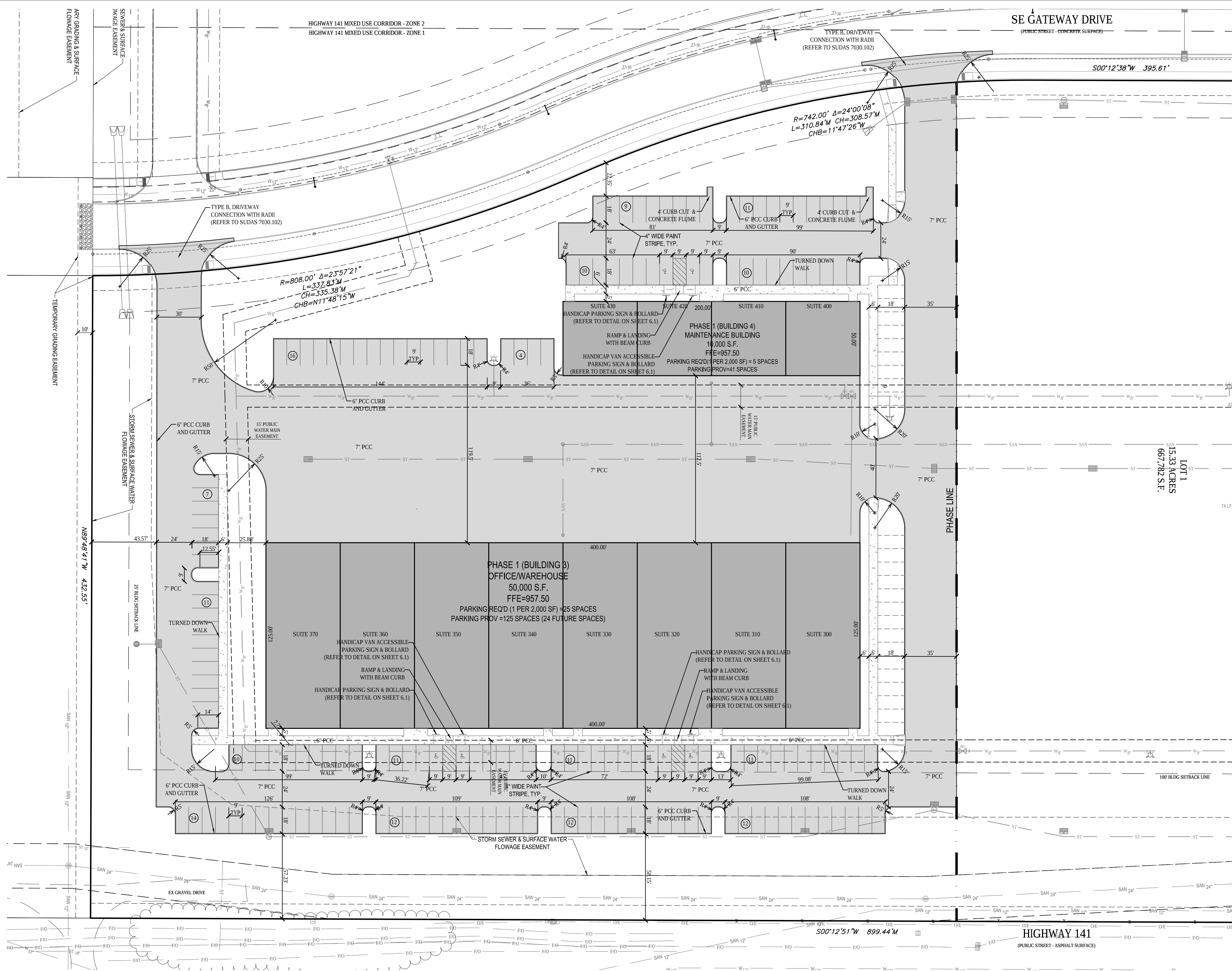
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REVISION DATE:
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11/11/19 CITY #2
11/25/19 CITY#3

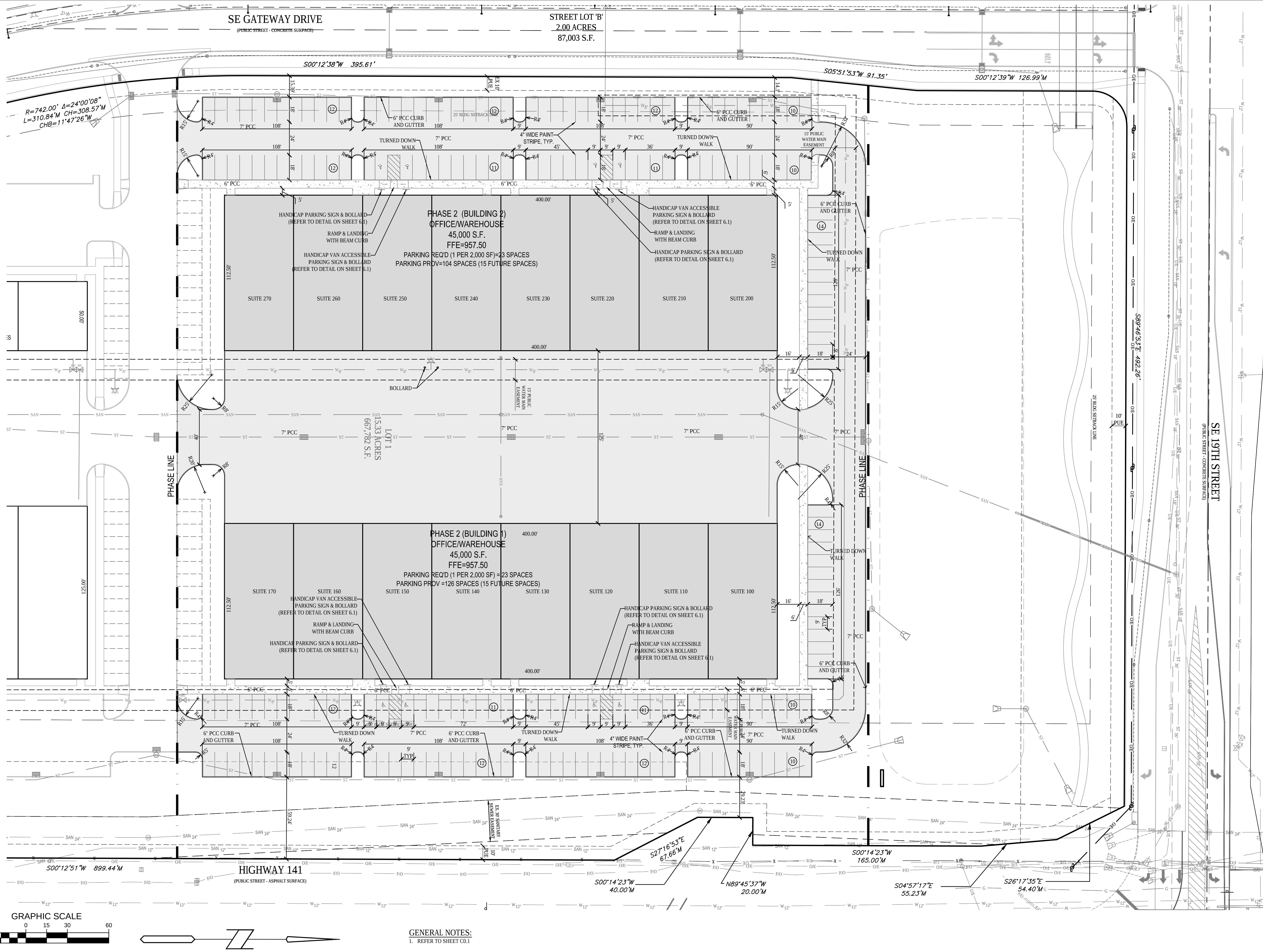
PROJECT NUMBER:
160387-1

SHEET NUMBER:

C2.1



GENERAL NOTES:
1. REFER TO SHEET C0.1



LOT 1 LEGACY PARK
GRIMES, IOWA

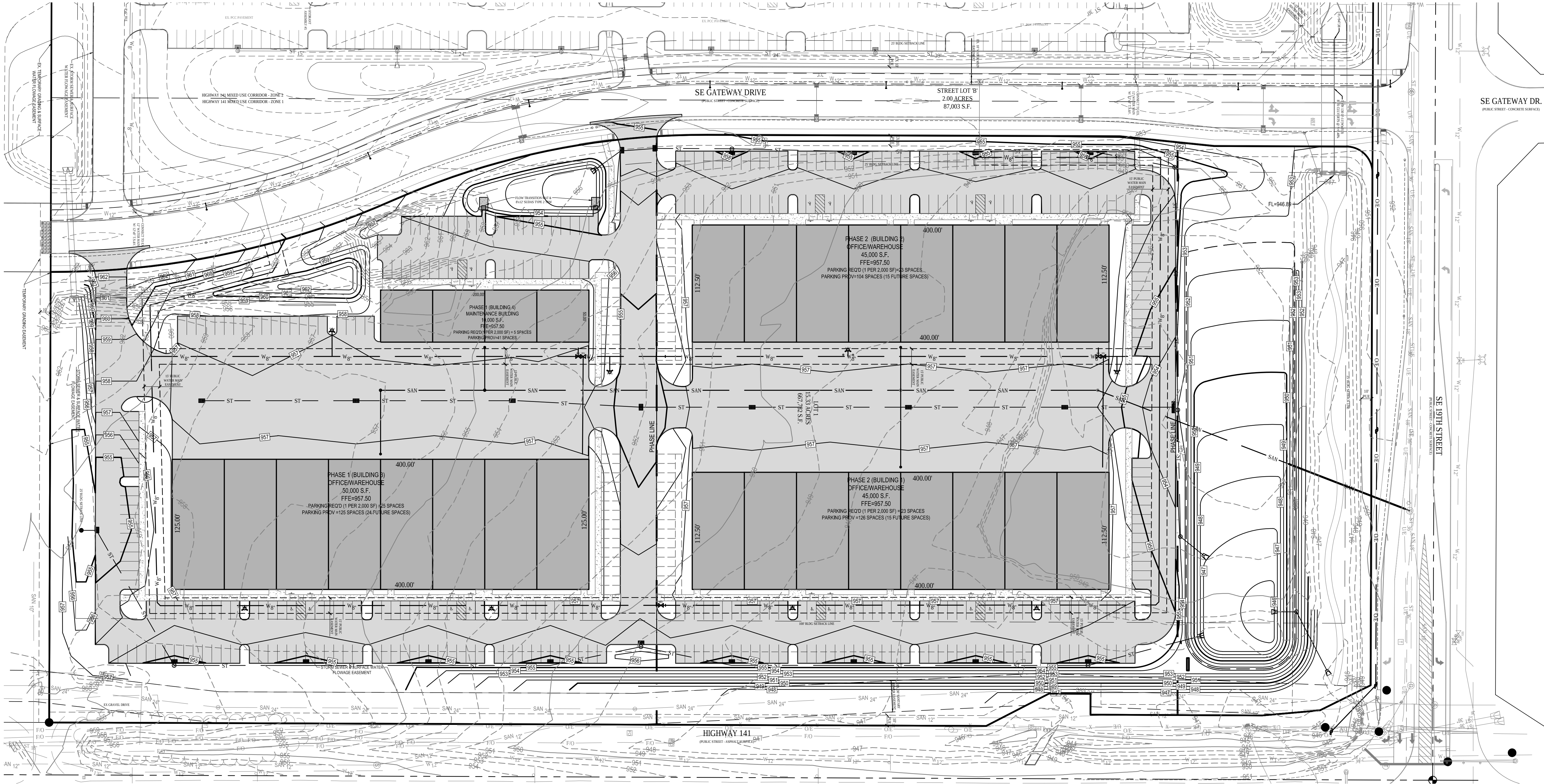
LAYOUT PLAN - PHASE 2

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PROJECT NUMBER: 160387-1
SHEET NUMBER: C2.3

TOPSOIL NOTES:
1. STRIP AND STOCKPILE THE TOP 8" OF SOIL ON ALL DISTURBED AREAS.
2. RESPREAD TOPSOIL TO A MINIMUM DEPTH OF 8" ON ALL GREEN (NON PAVED) AREAS. IMPORT TOPSOIL AS NECESSARY TO ACHIEVE A MINIMUM DEPTH OF 6".
3. TOPSOIL SHALL BE FREE OF ALL ROCK AND DEBRIS LARGER THAN 3/4" IN SIZE.
4. TOPSOIL IS DEFINED AS: FERTILE, FRIABLE LOAM, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FROM WELL DRAINED SITE FREE FROM FLOODING, NOT IN FROZEN OR MUDDY CONDITIONS; REASONABLE FREE FROM SUBSOIL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES LARGER THAN 3/4 INCH IN DIAMETER, AND FOREIGN MATTER; ACIDITY RANGE (PH) OF 5.5 TO 7.5; CONTAINING MINIMUM 4 PERCENT AND MAXIMUM 20 PERCENT ORGANIC MATTER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.



GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- FINISHED GROUND ELEVATION
- TOP OF CURB ELEVATION
- GUTTER ELEVATION
- TOP OF WALL ELEVATION
- BOTTOM OF WALL ELEVATION
- EDGE OF WALK ELEVATION
- TOP OF STAIR ELEVATION
- BOTTOM OF STAIR ELEVATION

NOTE: WALL ELEVATIONS SHOWN ON PLAN ARE FINISHED GROUND GRADES AT THE TOP AND BOTTOM OF THE WALL.

LOT 1 LEGACY PARK
GRIMES, IOWA

OVERALL GRADING PLAN

REFERENCE NUMBER:

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REVISION DATE:
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11/11/19 CITY #2
11/25/19 CITY#3

PROJECT NUMBER:
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SHEET NUMBER:

C3.1

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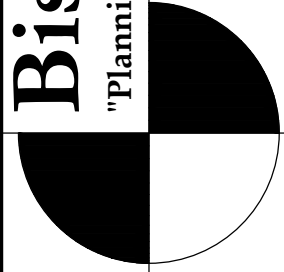
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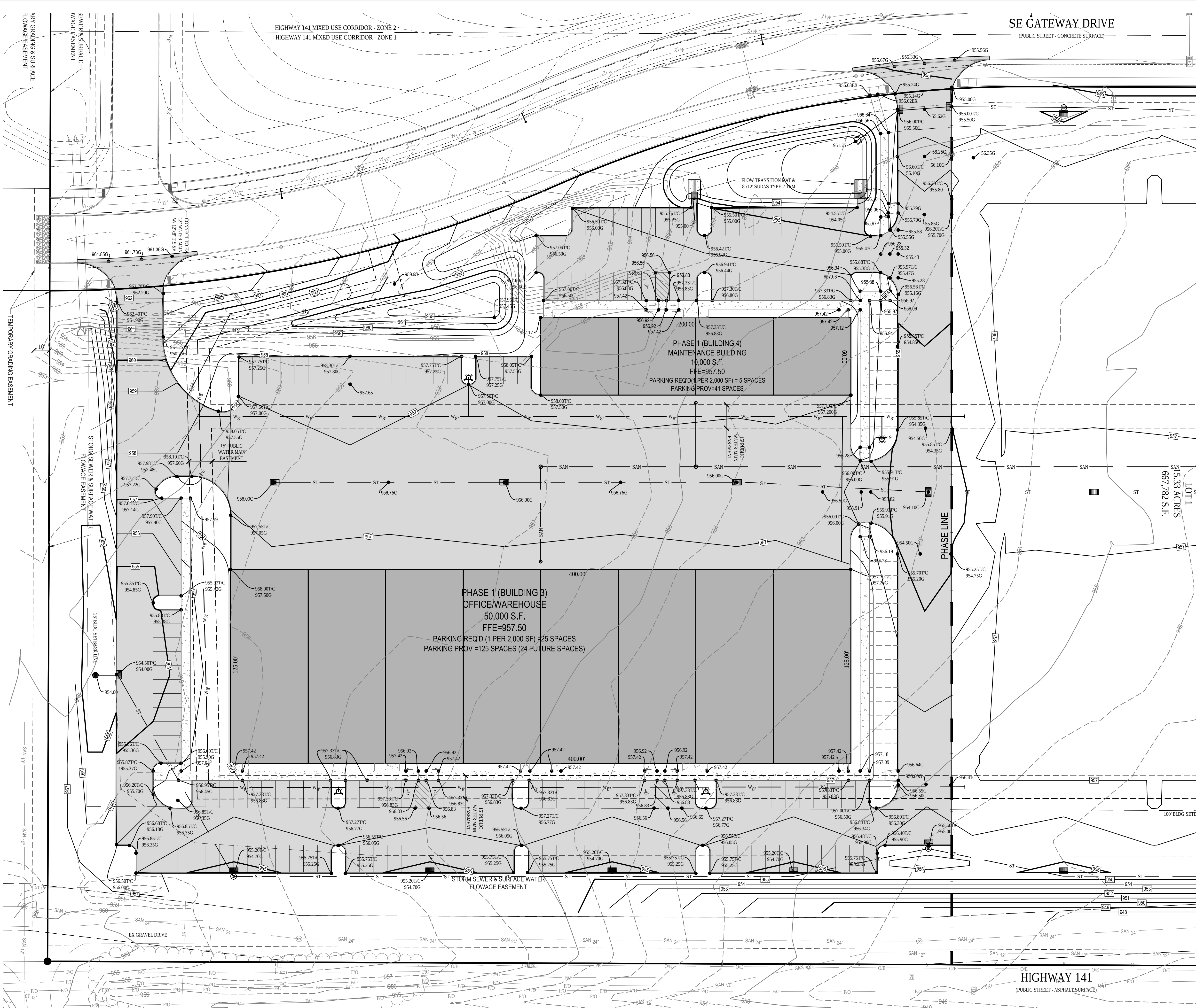
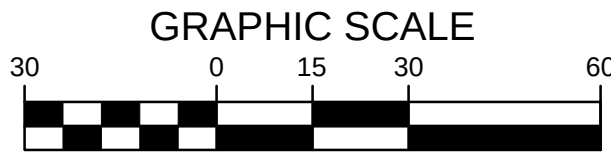


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GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- FINISHED GROUND ELEVATION
- TOP OF CURB ELEVATION
- GUTTER ELEVATION
- TOP OF WALL ELEVATION
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NOTE: WALL ELEVATIONS SHOWN ON PLAN ARE FINISHED GROUND GRADES AT THE TOP AND BOTTOM OF THE WALL.



LOT 1 LEGACY PARK
GRIMES, IOWA

REFERENCE NUMBER:

DRAWN BY:

CHKD BY:

REVISION DATE:
10/10/19 CITY #1
11/11/19 CITY #2
11/25/19 CITY #3

PROJECT NUMBER:
160387-1

SHEET NUMBER:

C3.2

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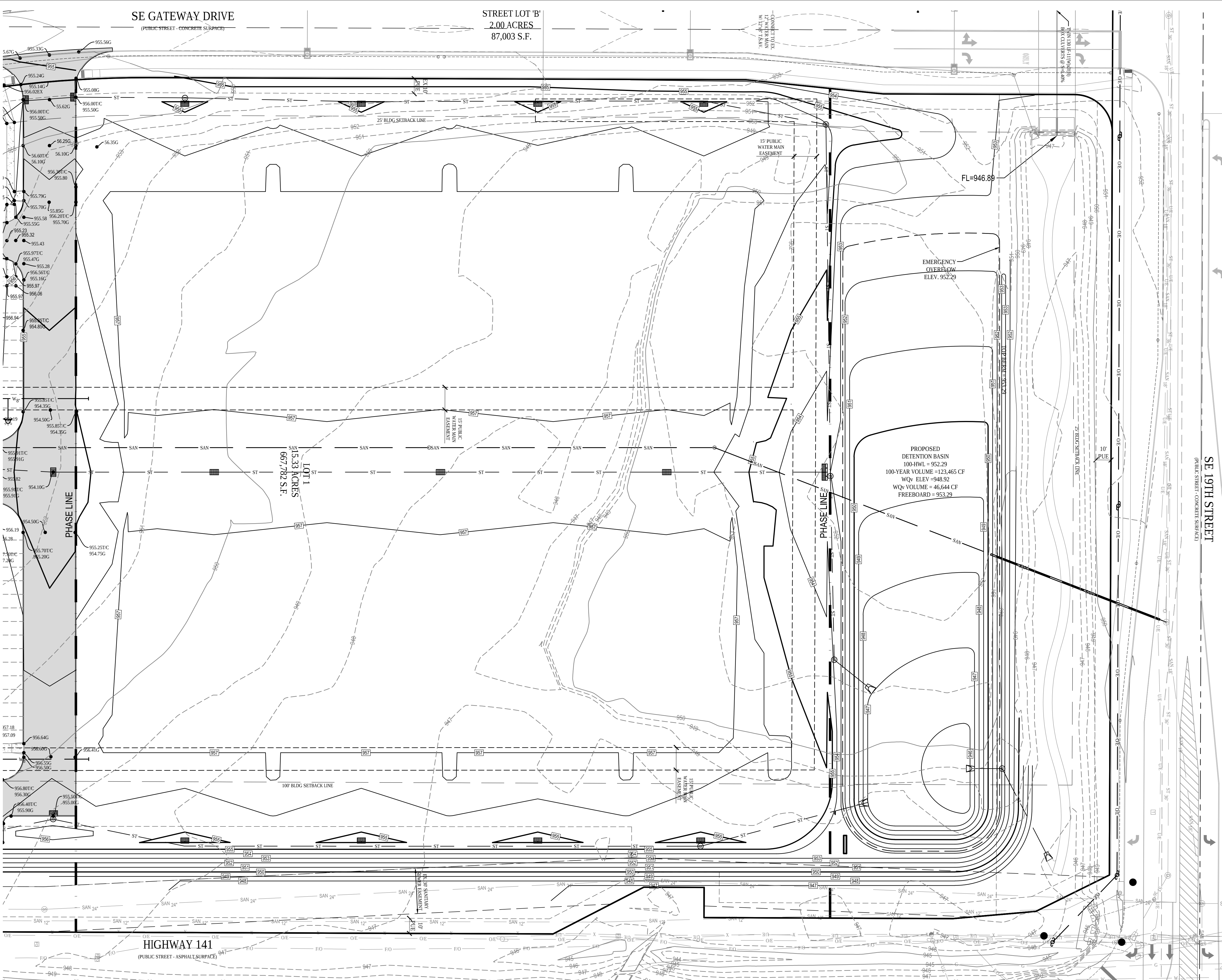
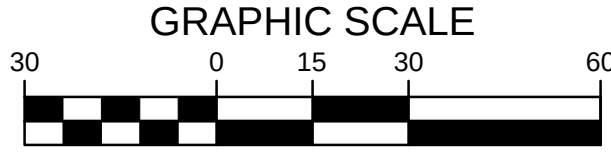
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GRADING PLAN - PHASE 1

GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- FINISHED GROUND ELEVATION
- TOP OF CURB ELEVATION
- GUTTER ELEVATION
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NOTE: WALL ELEVATIONS SHOWN ON PLAN ARE FINISHED GROUND GRADES AT THE TOP AND BOTTOM OF THE WALL.



LOT 1 LEGACY PARK
GRIMES, IOWA

GRADING PLAN - PHASE 1

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11/25/19 CITY#3

PROJECT NUMBER:
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SHEET NUMBER:
C3.3

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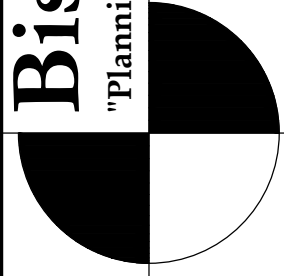
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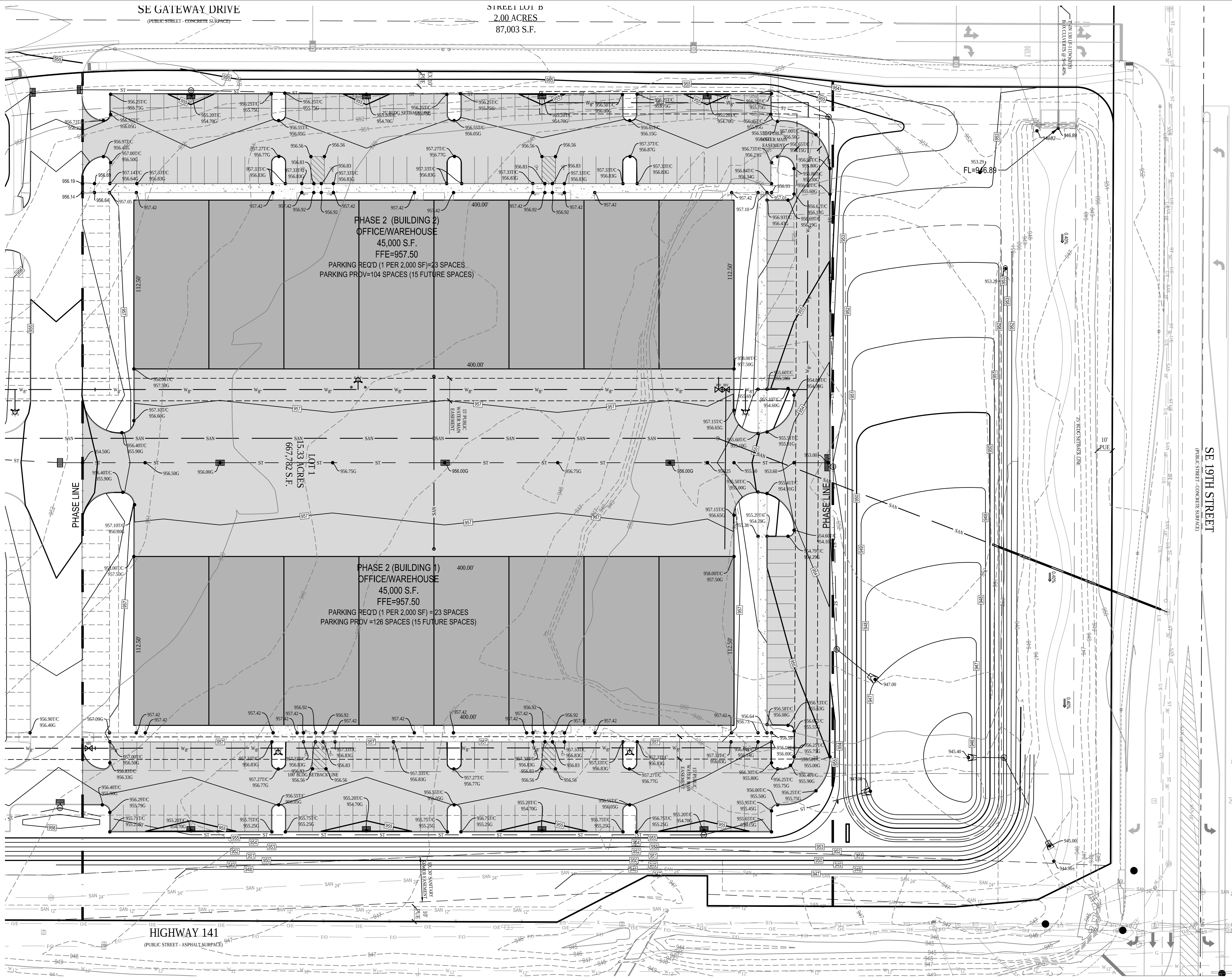
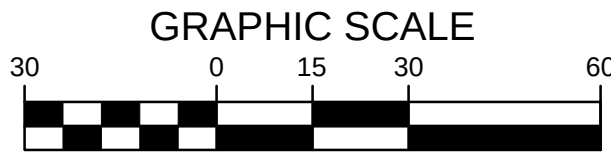
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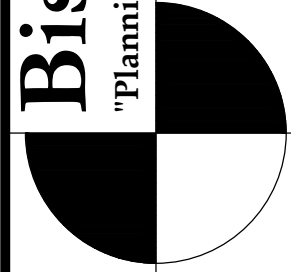
GRADING LEGEND:

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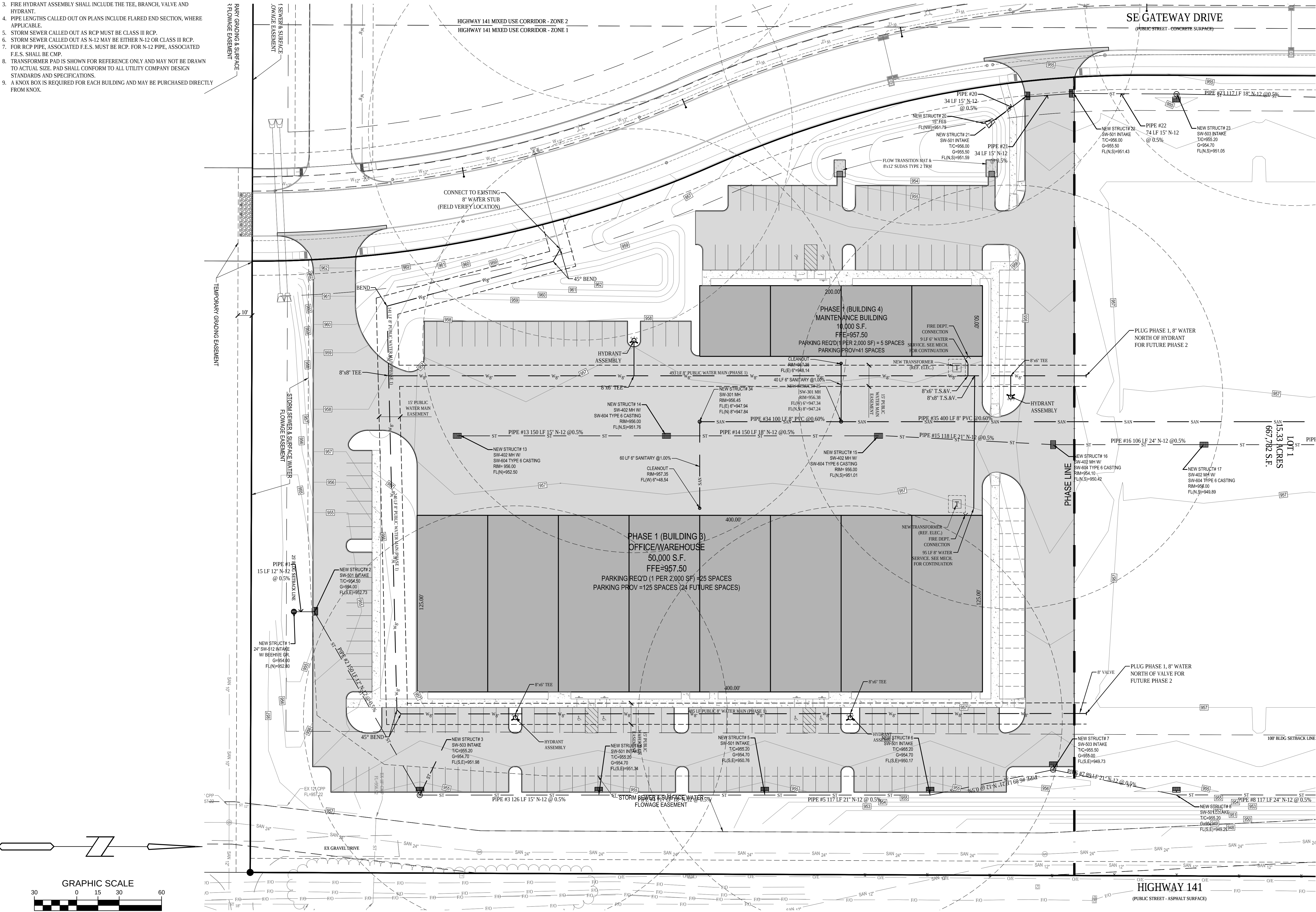
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11/25/19 CITY #3

PROJECT NUMBER:
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SHEET NUMBER:
C3.4

- UTILITY NOTES:
1. ALL PROPOSED UTILITIES SHALL BE PRIVATE, UNLESS NOTED OTHERWISE.
 2. ALL WATER LINES SHALL HAVE A MINIMUM OF 5.5' OF COVER UNLESS NOTED OTHERWISE.
 3. FIRE HYDRANT ASSEMBLY SHALL INCLUDE THE TEE, BRANCH, VALVE AND HYDRANT.
 4. PIPE LENGTHS CALLED OUT ON PLANS INCLUDE FLARED END SECTION, WHERE APPLICABLE.
 5. STORM SEWER CALLED OUT AS RCP MUST BE CLASS III RCP.
 6. STORM SEWER CALLED OUT AS N-12 MAY BE EITHER N-12 OR CLASS III RCP.
 7. FOR RCP PIPE, ASSOCIATED F.E.S. MUST BE RCP. FOR N-12 PIPE, ASSOCIATED F.E.S. SHALL BE CMP.
 8. TRANSFORMER PAD IS SHOWN FOR REFERENCE ONLY AND MAY NOT BE DRAWN TO ACTUAL SIZE. PAD SHALL CONFORM TO ALL UTILITY COMPANY DESIGN STANDARDS AND SPECIFICATIONS.
 9. A KNOX BOX IS REQUIRED FOR EACH BUILDING AND MAY BE PURCHASED DIRECTLY FROM KNOX.



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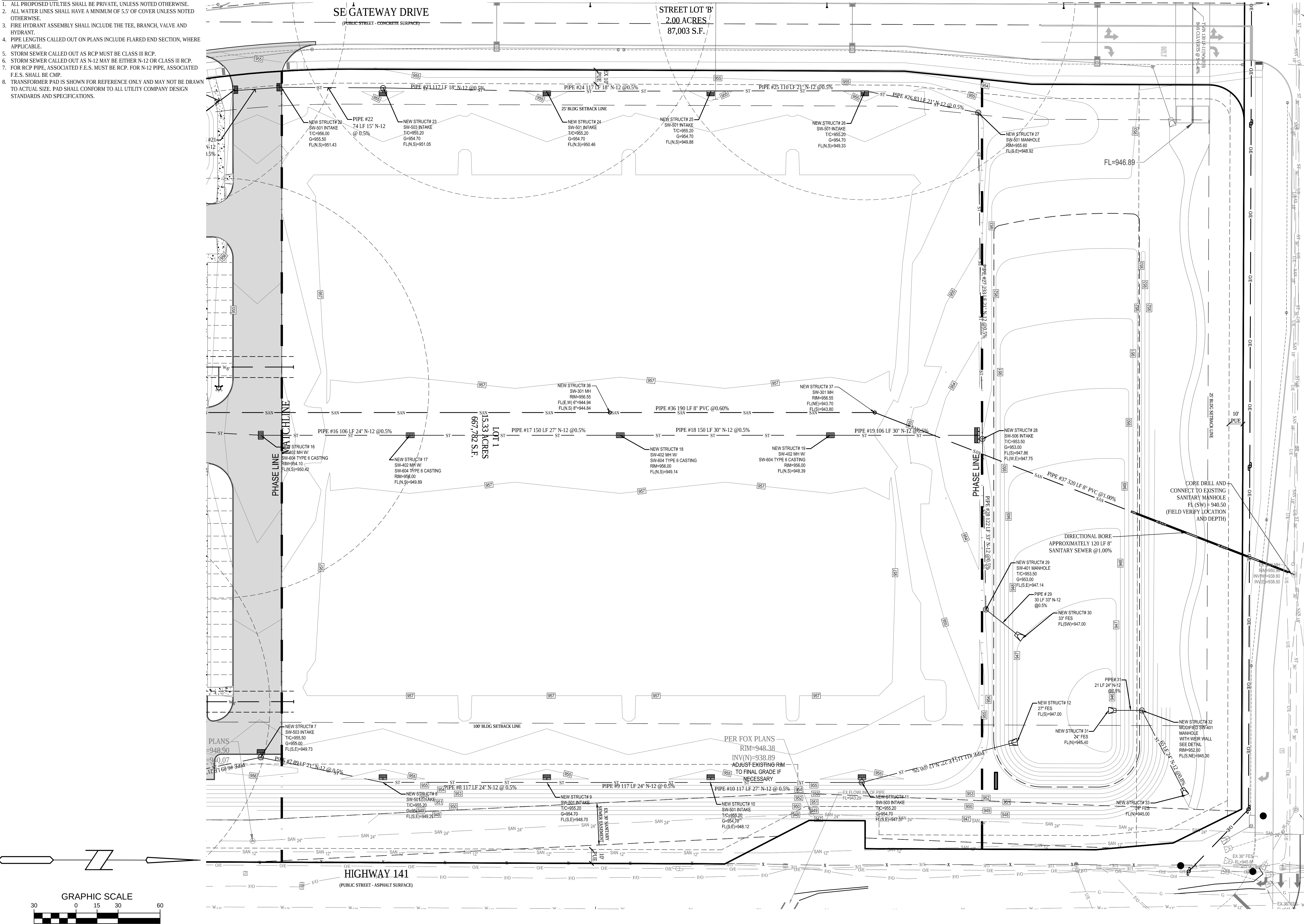
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GRIMES, IOWA**

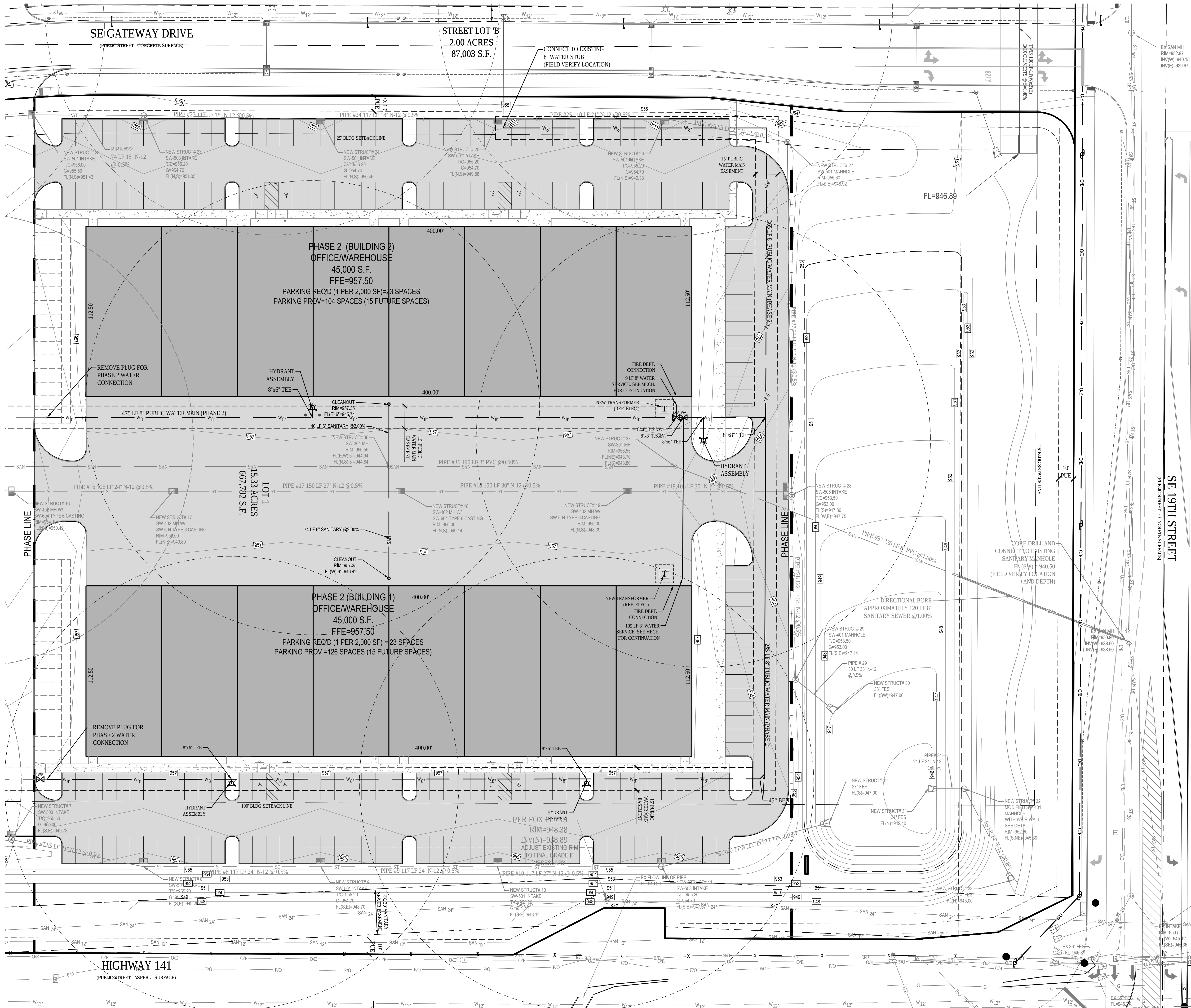
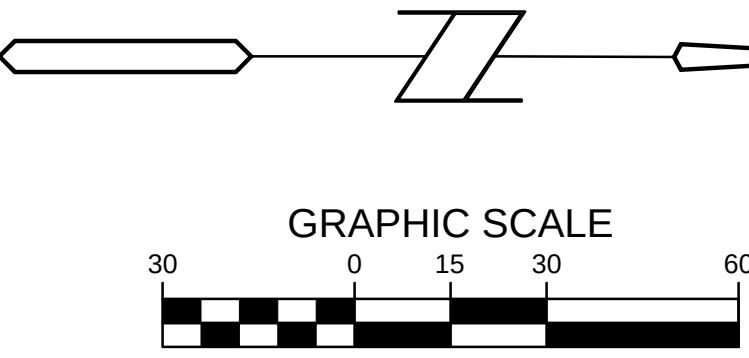
UTILITY PLAN - PHASE 1

REFERENCE NUMBER:
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REVISION DATE: 10/10/19 CITY #1 11/11/19 CITY #2 11/25/19 CITY #3
PROJECT NUMBER: 160387-1
SHEET NUMBER: C4.1

- UTILITY NOTES:
1. ALL PROPOSED UTILITIES SHALL BE PRIVATE, UNLESS NOTED OTHERWISE.
 2. ALL WATER LINES SHALL HAVE A MINIMUM OF 5.5' OF COVER UNLESS NOTED OTHERWISE.
 3. FIRE HYDRANT ASSEMBLY SHALL INCLUDE THE TEE, BRANCH, VALVE AND HYDRANT.
 4. PIPE LENGTHS CALLED OUT ON PLANS INCLUDE FLARED END SECTION, WHERE APPLICABLE.
 5. STORM SEWER CALLED OUT AS RCP MUST BE CLASS III RCP.
 6. STORM SEWER CALLED OUT AS N-12 MAY BE EITHER N-12 OR CLASS III RCP.
 7. FOR RCP PIPE, ASSOCIATED F.E.S. MUST BE RCP. FOR N-12 PIPE, ASSOCIATED F.E.S. SHALL BE CMP.
 8. TRANSFORMER PAD IS SHOWN FOR REFERENCE ONLY AND MAY NOT BE DRAWN TO ACTUAL SIZE. PAD SHALL CONFORM TO ALL UTILITY COMPANY DESIGN STANDARDS AND SPECIFICATIONS.



- UTILITY NOTES:
1. ALL PROPOSED UTILITIES SHALL BE PRIVATE, UNLESS NOTED OTHERWISE.
 2. ALL WATER LINES SHALL HAVE A MINIMUM OF 5.5' OF COVER UNLESS NOTED OTHERWISE.
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 5. STORM SEWER CALLED OUT AS RCP MUST BE CLASS III RCP.
 6. STORM SEWER CALLED OUT AS N-12 MAY BE EITHER N-12 OR CLASS III RCP.
 7. FOR RCP PIPE, ASSOCIATED F.E.S. MUST BE RCP. FOR N-12 PIPE, ASSOCIATED F.E.S. SHALL BE CMP.
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**LOT 1 LEGACY PARK
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UTILITY PLAN - PHASE 2

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REVISION DATE: 10/10/19 CITY #1 11/11/19 CITY #2 11/25/19 CITY #3
PROJECT NUMBER: 160387-1
SHEET NUMBER: C4.3

PLANTING SCHEDULE

CODE	QUAN-PHASE 1	QUAN-PHASE 2	COMMON NAME	LATIN NAME	SIZE	ROOT	NOTES
SW	6	NA	SWAMP WHITE OAK	QUERCUS BICOLOR	2.5" CAL	B&B	MATCHED SPECIMENS
WO	4	4	WHITE OAK	QUERCUS ALBA	2.5" CAL	B&B	MATCHED SPECIMENS
SL	9	5	SKYLINE HONEYLOCUST	GLADYSTIA TRIACANTHOS INERMIS 'SKYLINE'	2.5" CAL	B&B	MATCHED SPECIMENS
RO	15	10	RED OAK	QUERCUS RUBRA	2.5" CAL	B&B	MATCHED SPECIMENS
RB	4	NA	RIVER BIRCH	BETULA NIGRA	8" HT	B&B	MATCHED SPECIMENS
BH	5	14	BLACK HILLS SPRUCE	PICEA GLAUCA DENSATA	6" HT	B&B	MATCHED SPECIMENS
NS	11	4	NORWAY SPRUCE	PICEA ABIES	6" HT	B&B	MATCHED SPECIMENS
AP	10	NA	AUSTRIAN PINE	PINUS NIGRA	6" HT	B&B	MATCHED SPECIMENS
WP	4	NA	WHITE PINE	PINUS STROBUS	6" HT	B&B	MATCHED SPECIMENS
PC	6	10	PRAIRIE FIRE CRABAPPLE	MALUS PRAIRIE FIRE	1.5" CAL	B&B	MATCHED SPECIMENS
NP	5	3	NEWPORT PLUM	PRUNUS CERASIFERA 'NEWPORT'	1.5" CAL	B&B	MATCHED SPECIMENS
ER	2	1	EASTERN REDBUD	CERCIS CANADENSIS	1.5" CAL	B&B	MATCHED SPECIMENS
DB	79	128	DWARF BUSH HONEYSUCKLE	DIERVILLA LONICERA	#5	CONT	FULL FORM - MATCHED
AC	72	72	GREEN MOUND ALPINE CURRANT	RIBES ALPNUM 'GREEN MOUND'	#5	CONT	FULL FORM - MATCHED
KF	94	128	KARL FOERSTER GRASS	CALAMAGROSTIS ACUTIFOLIA	#1	CONT	FULLY ROOTED IN CONTAINER

LANDSCAPE NOTES:

- ALL SODDING & LANDSCAPE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
- SOD ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE. SOD LIMITS SHOWN ON PLAN ARE FOR REFERENCE ONLY. FINAL LIMITS MAY CHANGE BASED ON CONSTRUCTION ACTIVITIES.
- STAKE SOD ON ALL SLOPES 3 : 1 OR GREATER.
- PLANT QUANTITIES ARE FOR CONTRACTORS CONVENIENCE, THE DRAWING SHALL PREVAIL IF A CONFLICT OCCURS.
- ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
- CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE.
- IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE IDENTIFICATION TAGS AND CORDS ON ALL PLANT MATERIAL PRIOR TO THE COMPLETION OF THE CONTRACT. IDENTIFICATION TAGS MUST BE LEFT ON UNTIL AFTER ACCEPTANCE BY OWNER OR OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH AROUND ALL TREES, SHRUBS AND GROUND COVER BEDS TO A DEPTH OF 4 INCHES, UNLESS NOTED.
- STAKE AND WRAP ALL DECIDUOUS TREES IMMEDIATELY AFTER PLANTING. STAKE ALL TREES ACCORDING TO THE STAKING DETAILS. CONTRACTOR SHALL ADJUST AND MAINTAIN GUYING TENSION THROUGHOUT THE PLANT ESTABLISHMENT PERIOD.
- THE LANDSCAPING CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITE WORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
- NO LANDSCAPE MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
- ALL EDGING SHALL BE DURAEDED 1/8" STEEL EDGING - COLOR GREEN, OR APPROVED EQUAL.
- CONTRACTOR SHALL BE RESPONSIBLE MAINTAINING APPROPRIATE LEVEL OF WATERING FOR ALL NEW PLANTS FOR A PERIOD OF 30 DAYS.
- ALL SHRUB AND PERENNIAL PLANTING BEDS SHALL BE MULCHED WITH 4" THICK SHREDDED HARDWOOD MULCH.
- ALL BEDS TO RECEIVE GRANULAR PRE-EMERGENT WEED CONTROL BEFORE AND AFTER MULCH IS INSTALLED.

LANDSCAPE REQUIREMENTS:

TOTAL SIZE OF LOT 667,782 SF
- PHASE 1 = 387,765 SF
- PHASE 2 = 280,017 SF

TOTAL REQUIRED OPEN SPACE (10%) 66,779 SF
- PHASE 1 = 38,777 SF
- PHASE 2 = 28,002 SF

PER 165A - HWY 141 MIXED USE DISTRICT
TOTAL TREES REQUIRED (2 PER 1,000 SF OPEN SPACE) 134
- PHASE 1 = 78
- PHASE 2 = 56
TOTAL SHRUBS REQUIRED (1 PER 500 SF OPEN SPACE) 134
- PHASE 1 = 78
- PHASE 2 = 56

TOTAL LINEAR FEET OF PARKING BUFFER (SOLID SCREEN)
- PHASE 1 (340 LF)
- PHASE 2 (440 LF)

TOTAL LINEAR FEET OF STREET FRONTAGE - MINUS DRIVE AISLES (1 TREE/50 LF)
- PHASE 1 (680 LF, SE GATEWAY DRIVE) = 14
- PHASE 1 (700 LF, HIGHWAY 141) = 14
- PHASE 1 (405 LF, SE 19TH STREET) = 10
- PHASE 2 (500 LF, SE GATEWAY DRIVE) = 10
- PHASE 2 (500 LF, HIGHWAY 141) = 10

TOTAL TREES PROVIDED
- PHASE 1 = 83
- PHASE 2 = 56

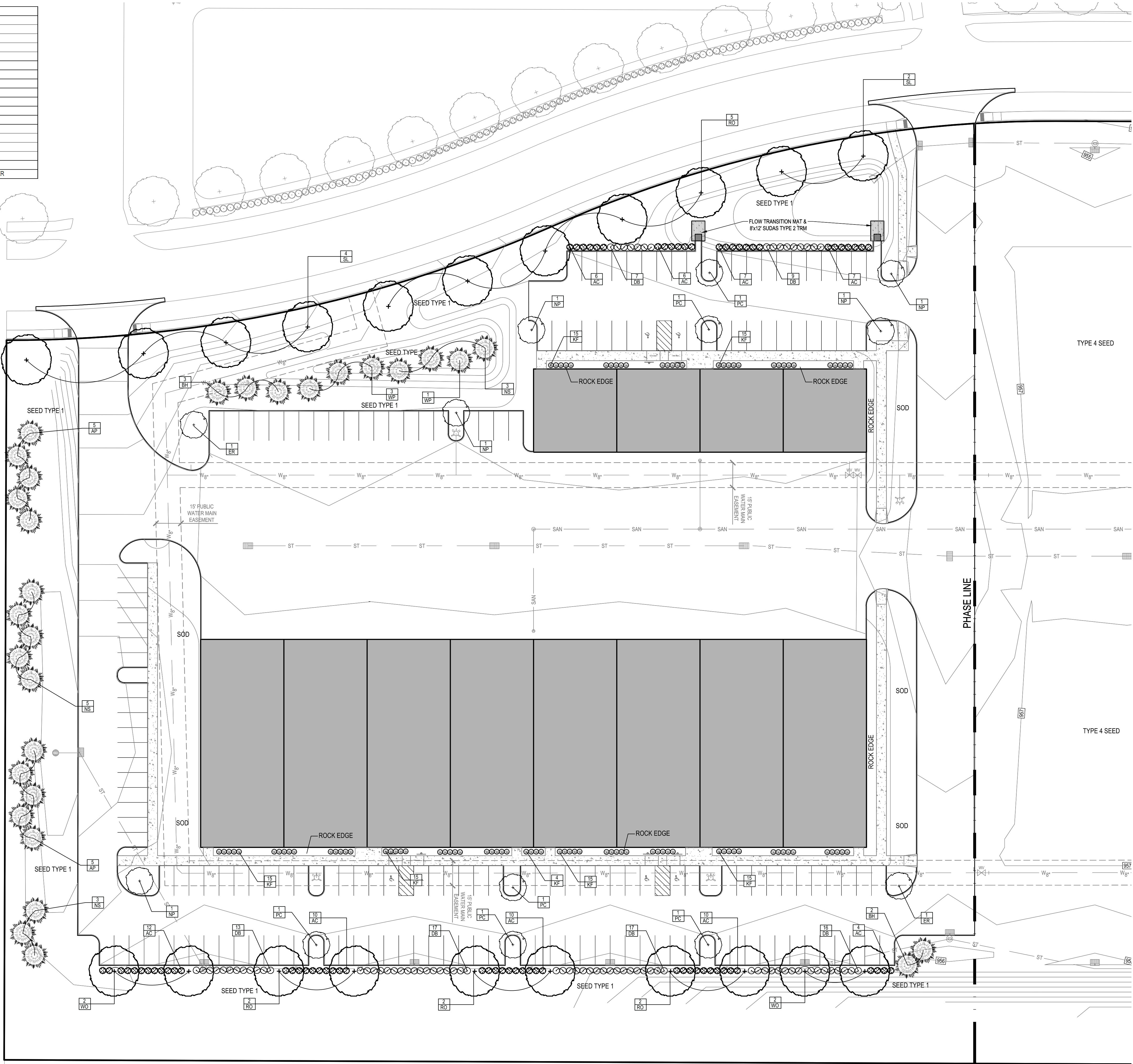
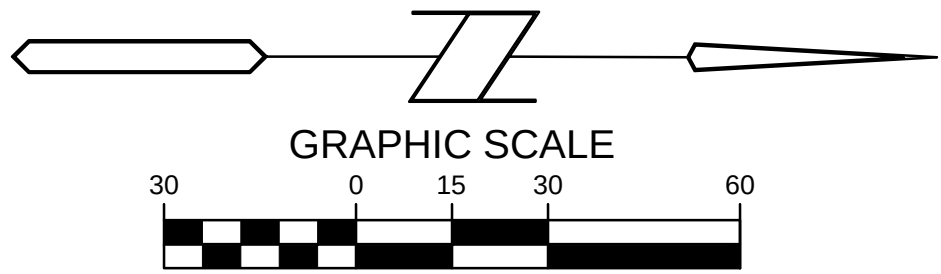
TOTAL SHRUBS PROVIDED
- PHASE 1 = 107
- PHASE 2 = 144

SEED - SUDAS TYPE 1; INSTALL PER SUDAS SPECIFICATIONS
SEE SHEETS C5.1, C5.2 & C5.3 FOR LOCATIONS

SEED - TYPE 2 (SUDAS WETLAND SEEDING); INSTALL PER SUDAS SPECIFICATIONS
SEE SHEET C5.2 FOR LOCATIONS
IF NOT SEEDED BETWEEN APRIL 1 AND JUNE 30, INSTALL SEED - SUDAS TYPE 4 UNTIL TYPE 2 CAN BE INSTALLED

SEED - SUDAS TYPE 4 (TEMP SEED); INSTALL PER SUDAS SPECIFICATIONS
SEE SHEETS C5.1 & C5.2 FOR LOCATIONS

SOD; INSTALL PER SUDAS SPECIFICATIONS
SEE SHEETS C5.1, C5.2 & C5.3 FOR LOCATIONS
PROVIDE AND INSTALL SOD FROM LOCAL SUPPLIERS. AREAS TO BE SODDED MUST BE FREE OF ALL CONSTRUCTION DEBRIS AND ANY DIRT CLUMPS OVER 1" IN DIAMETER. THOROUGHLY WATER SOD UPON INSTALLATION. CONTRACTOR TO MAINTAIN WATERING UNTIL SOD IS ESTABLISHED (ROOTS KNITTED INTO SUBSURFACE)



LOT 1 LEGACY PARK
GRIMES, IOWA

LANDSCAPE PLAN - PHASE 1

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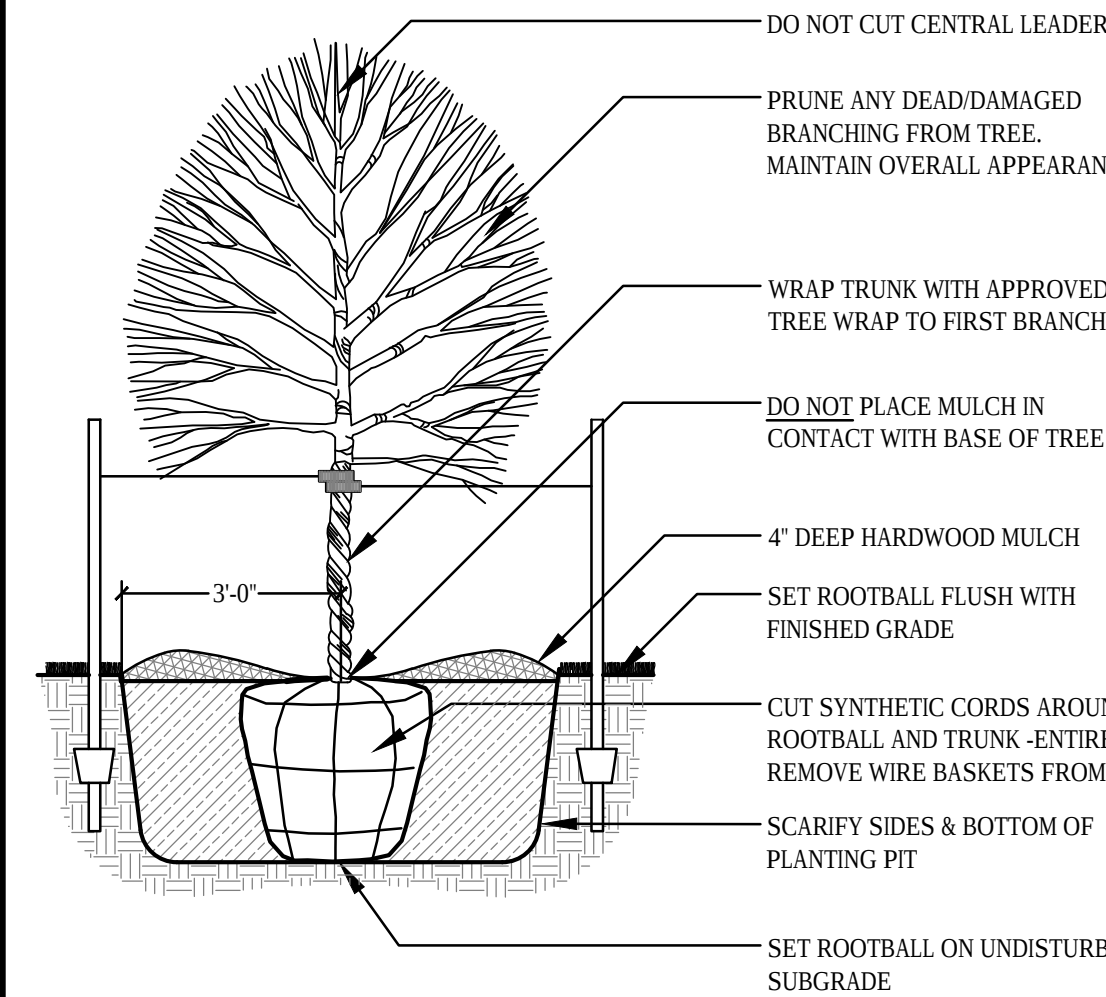
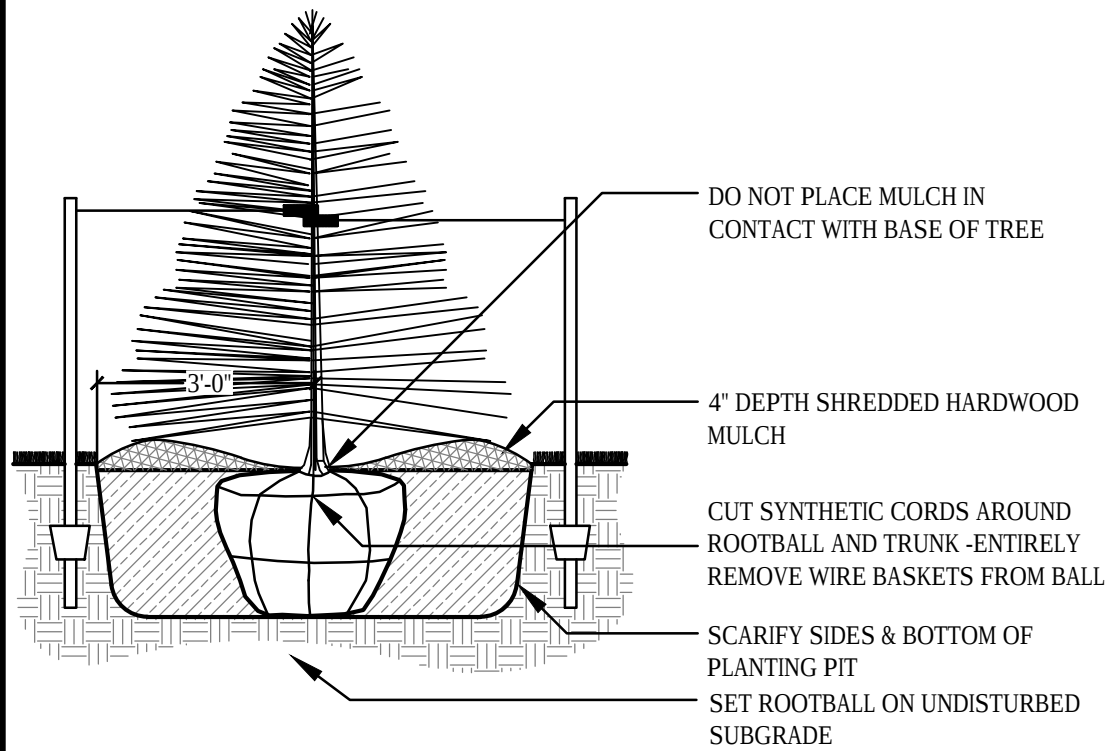
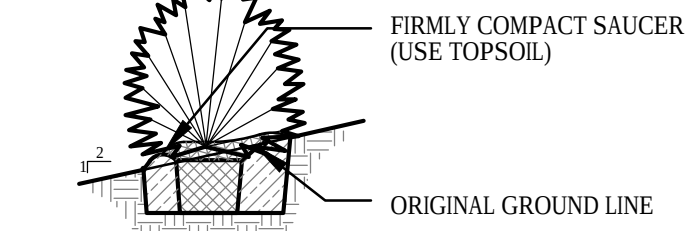
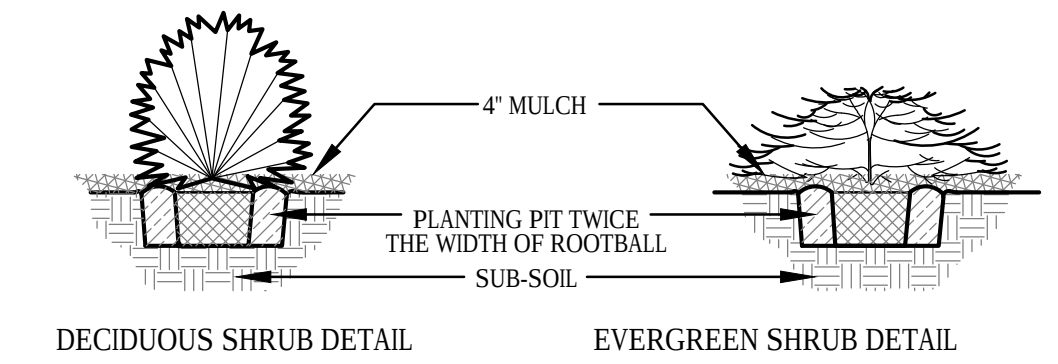
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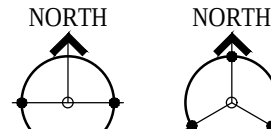
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C5.1

LANDSCAPE NOTES:

REFER TO SHEET C5.1



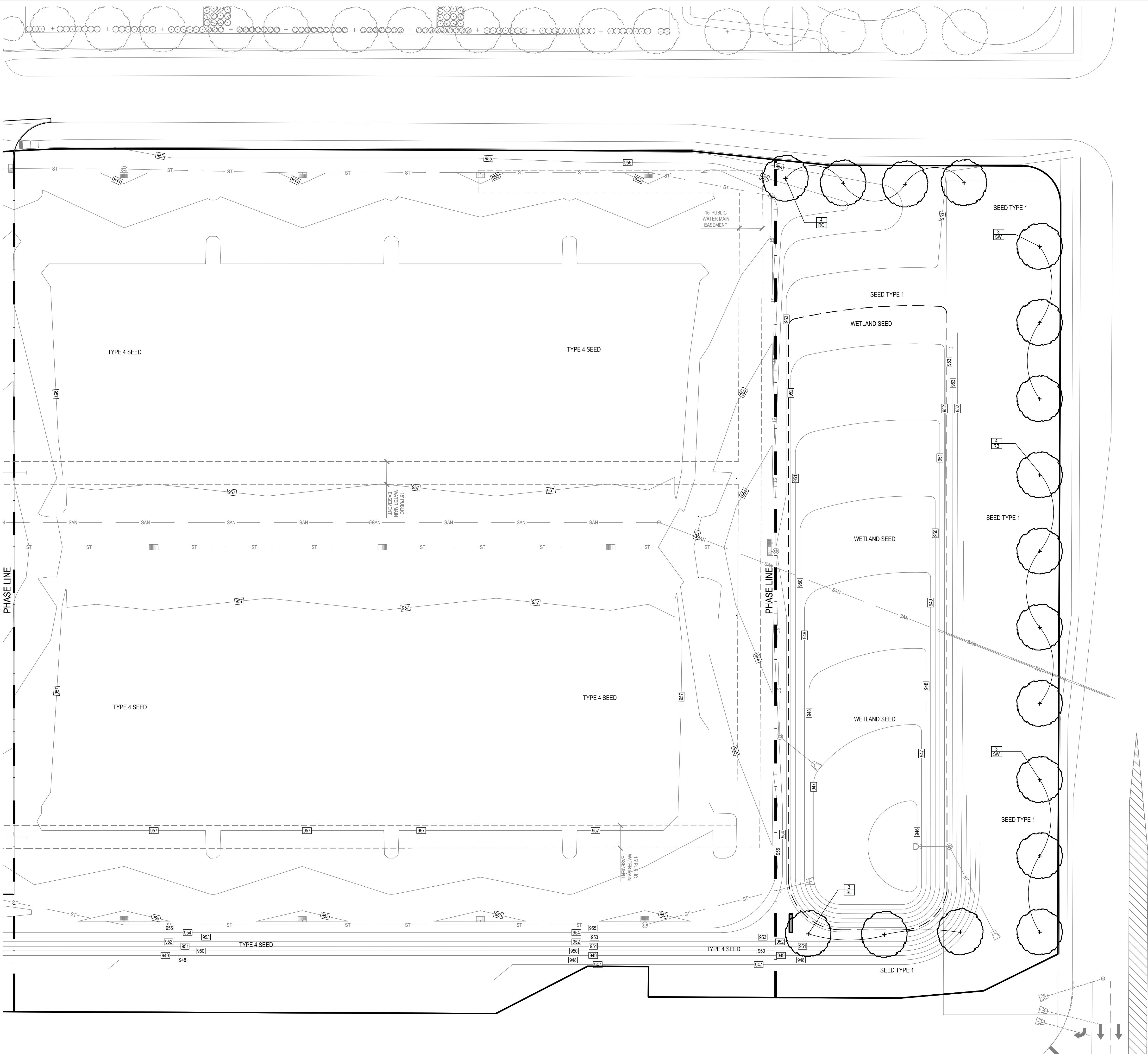
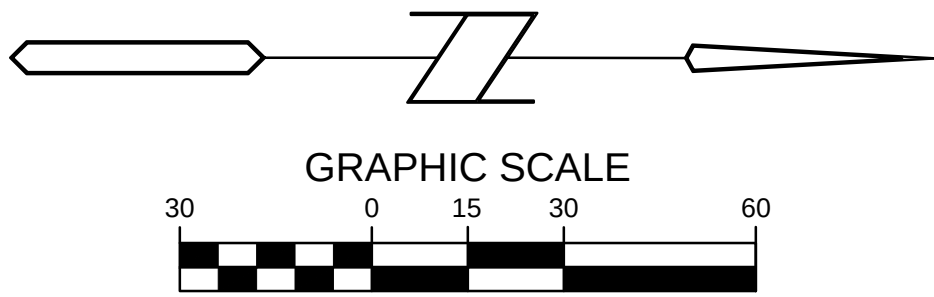
STAKING ORIENTATION



2 STAKES - 3" CAL. & LESS
3 STAKES - GREATER THAN 3" CAL.

USE HOSE GUARDS AROUND TRUNK ON STAKING WIRE. TIE WIRE TO STEEL POSTS PLACED OUTSIDE PLANT PIT..

LEAVE STAKES IN PLACE NO MORE THAN 1 YEAR FROM INSTALLATION. CONTRACTOR RESPONSIBLE FOR REMOVAL.



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**LOT 1 LEGACY PARK
GRIMES, IOWA**

LANDSCAPE PLAN - PHASE 1

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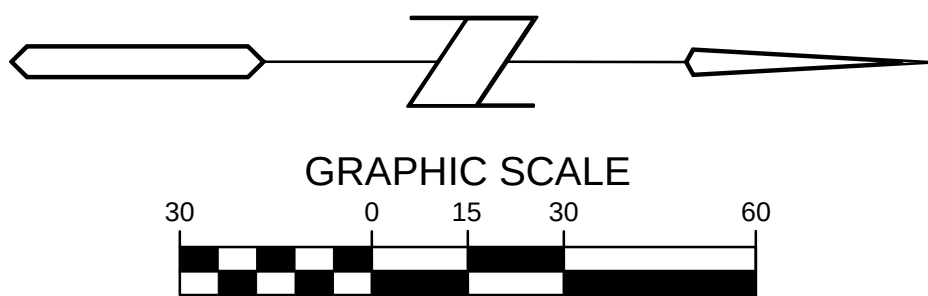
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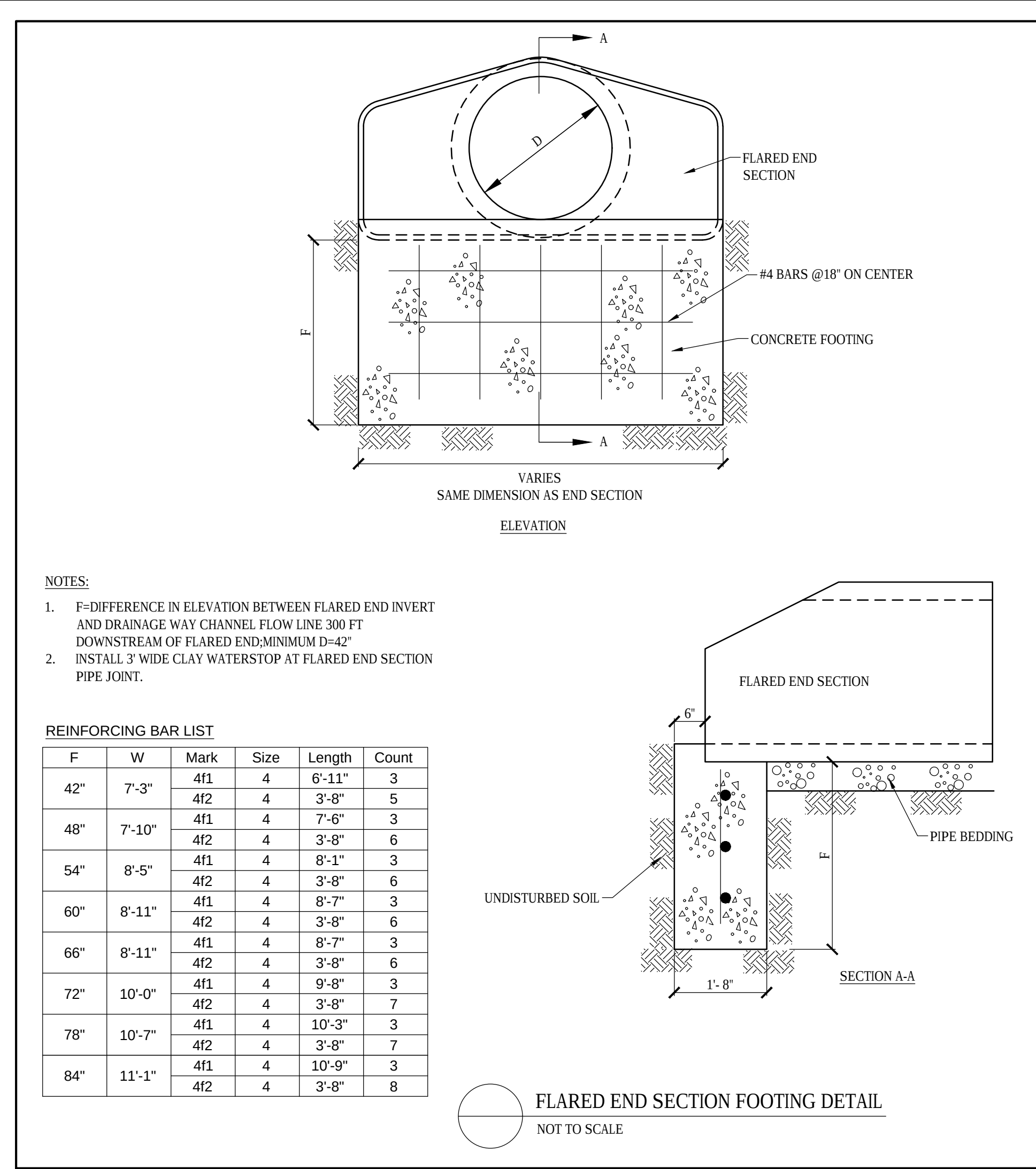
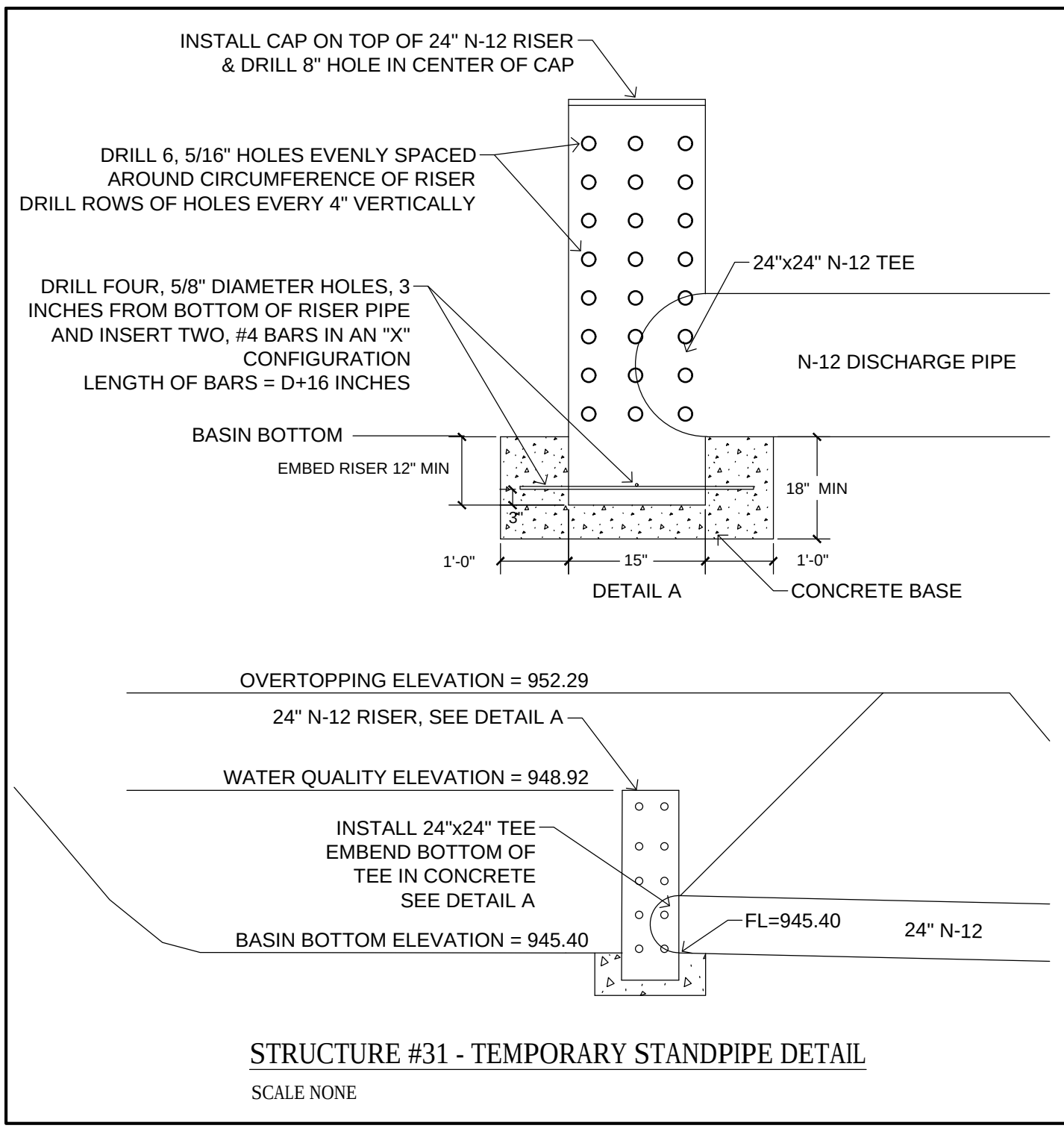
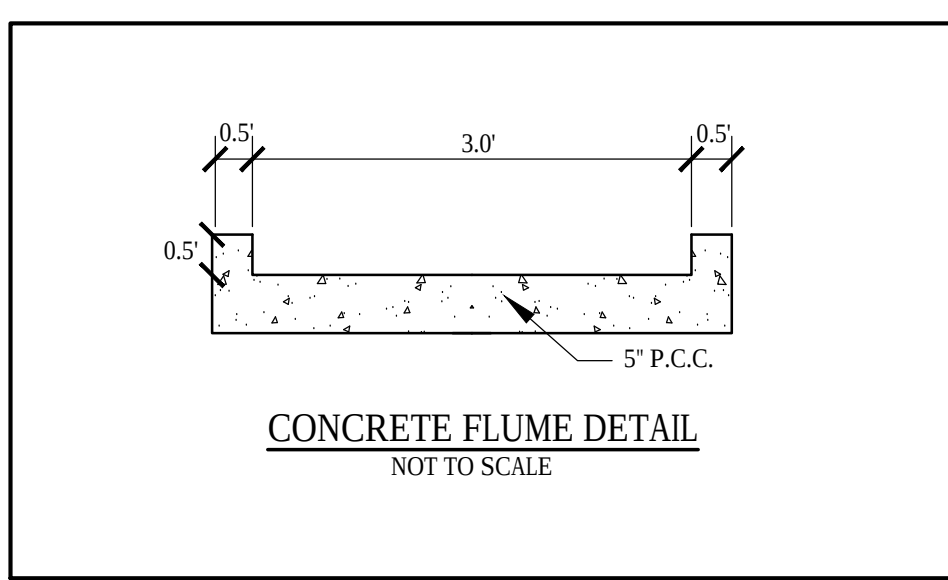
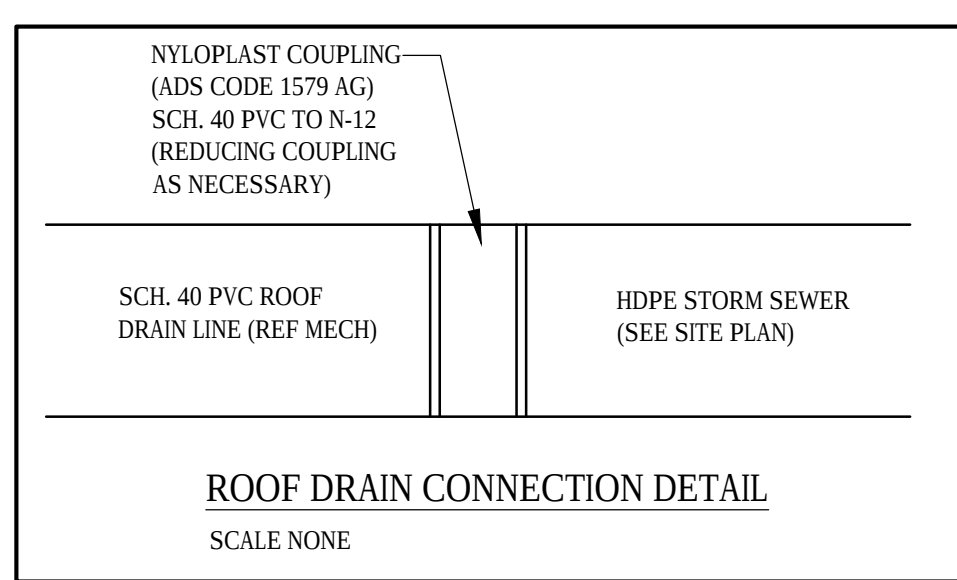
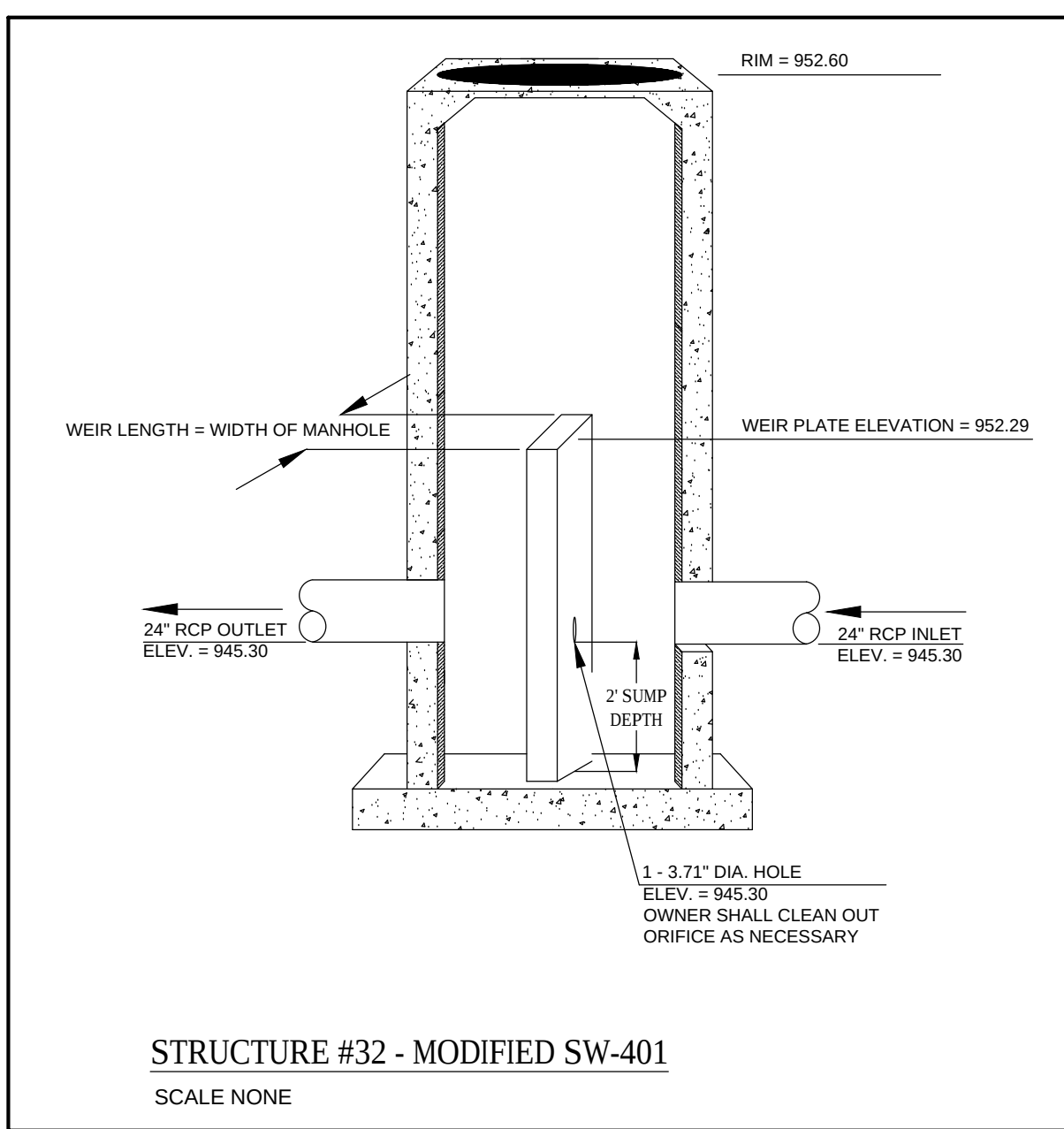
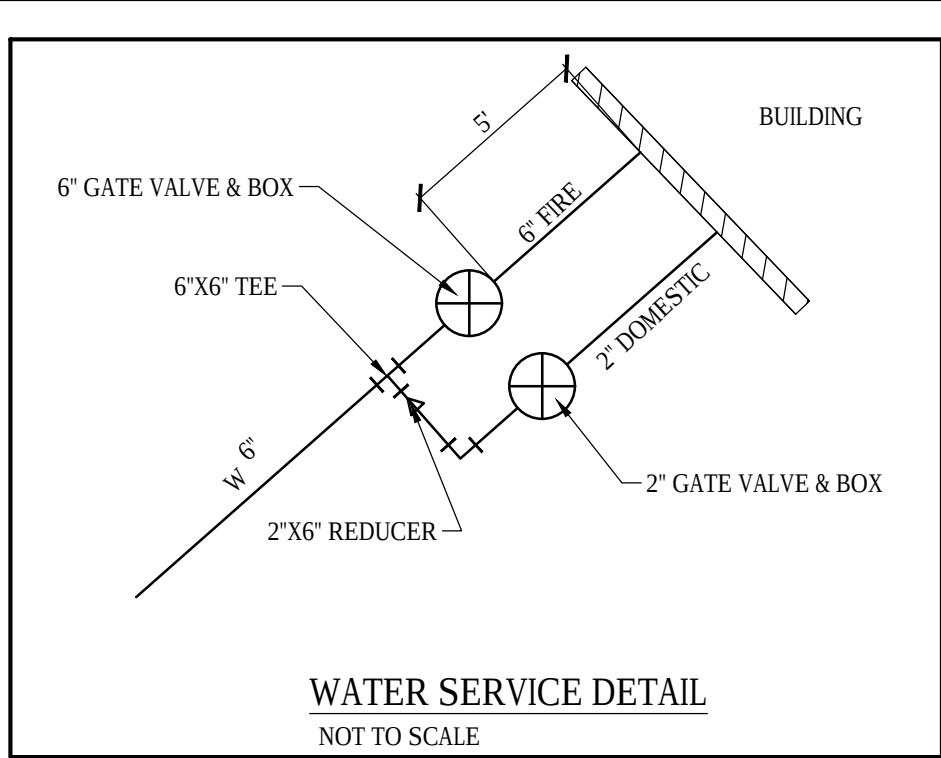
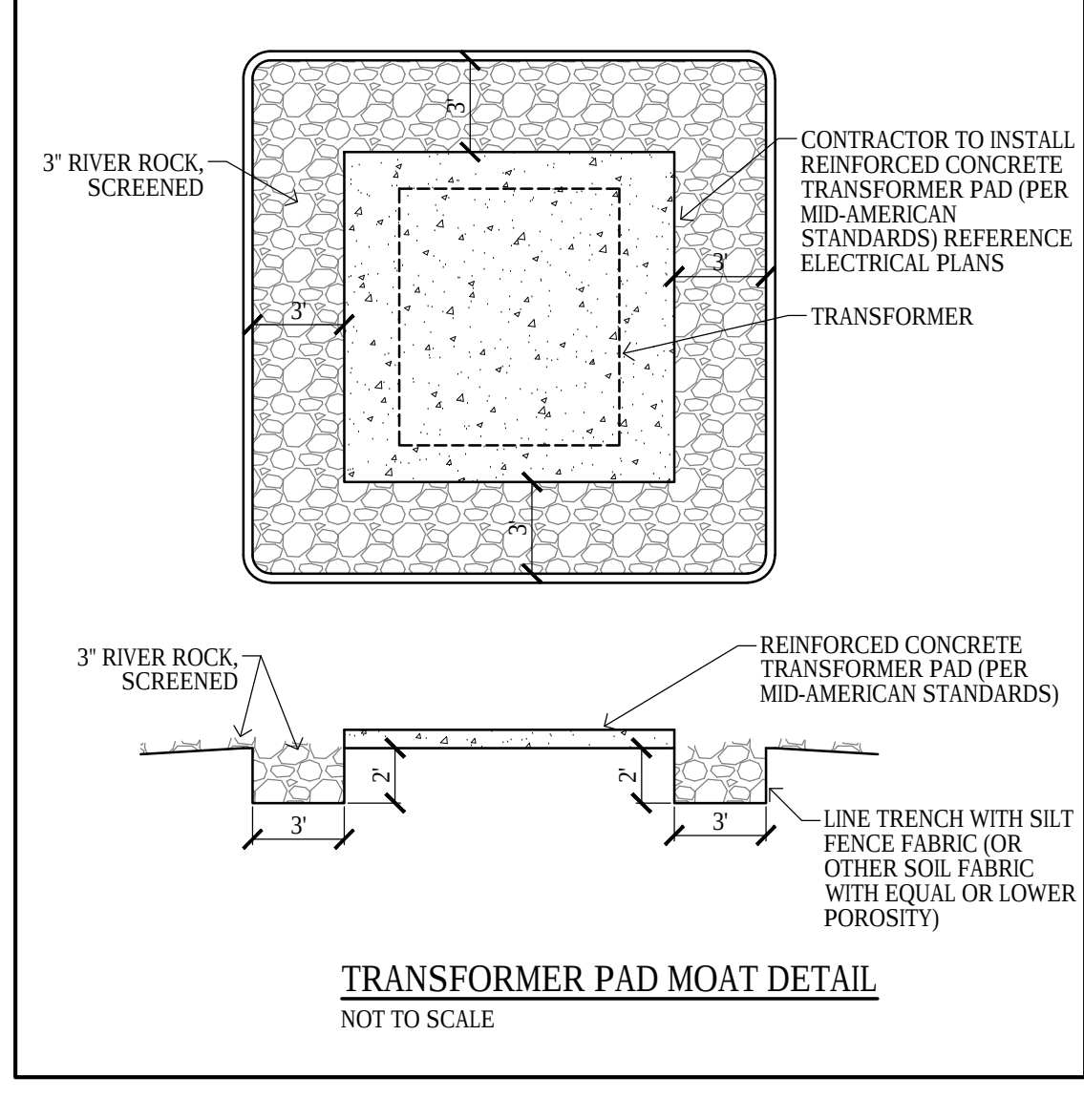
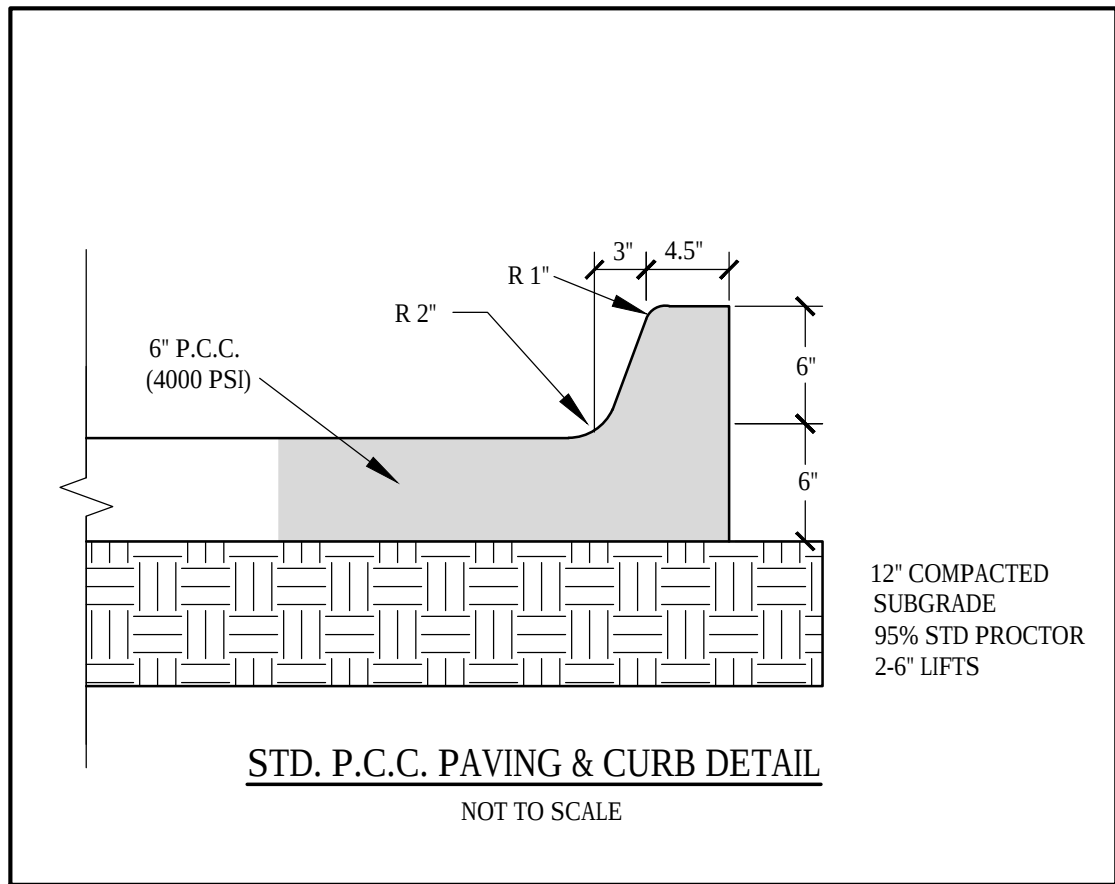
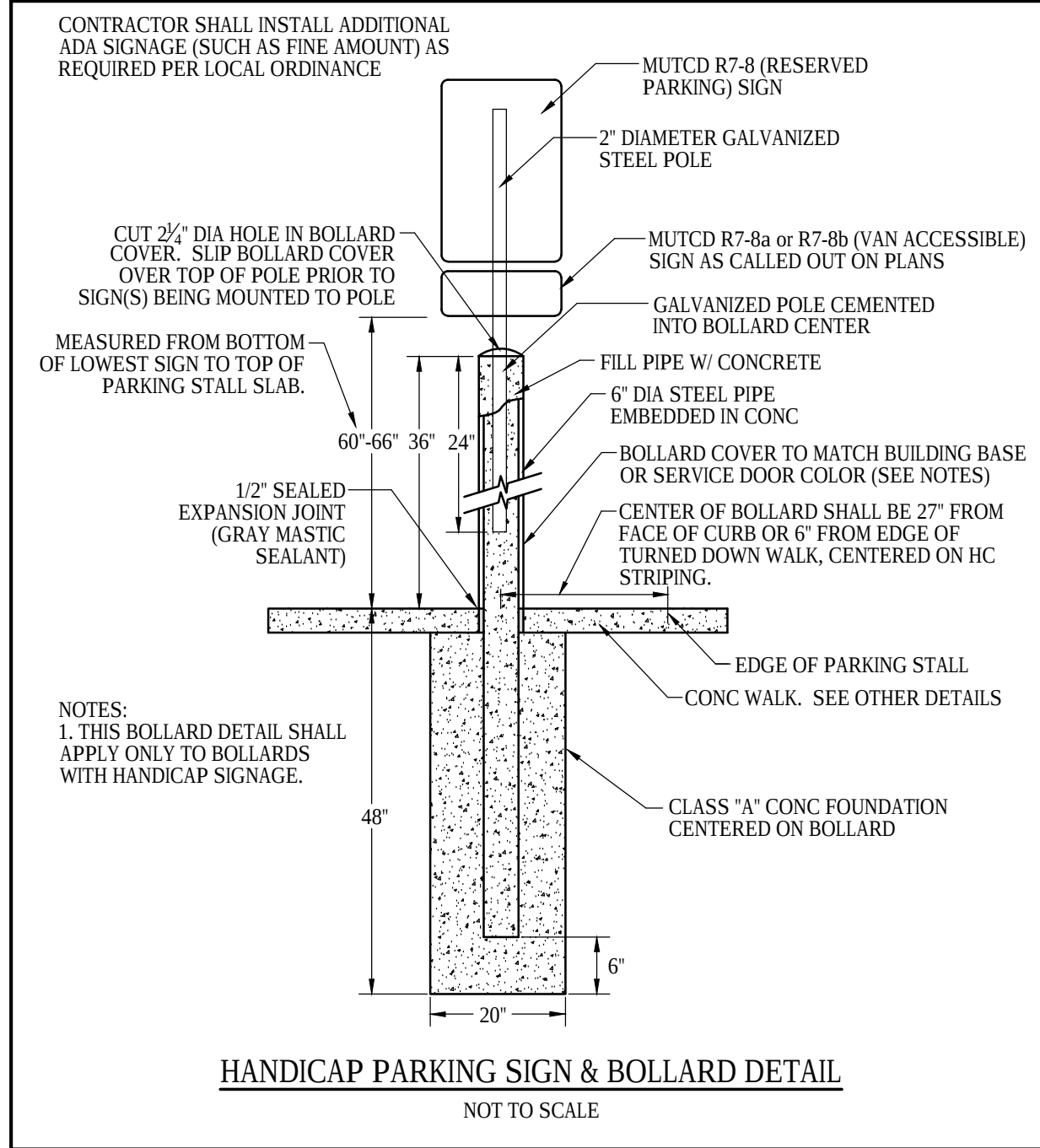
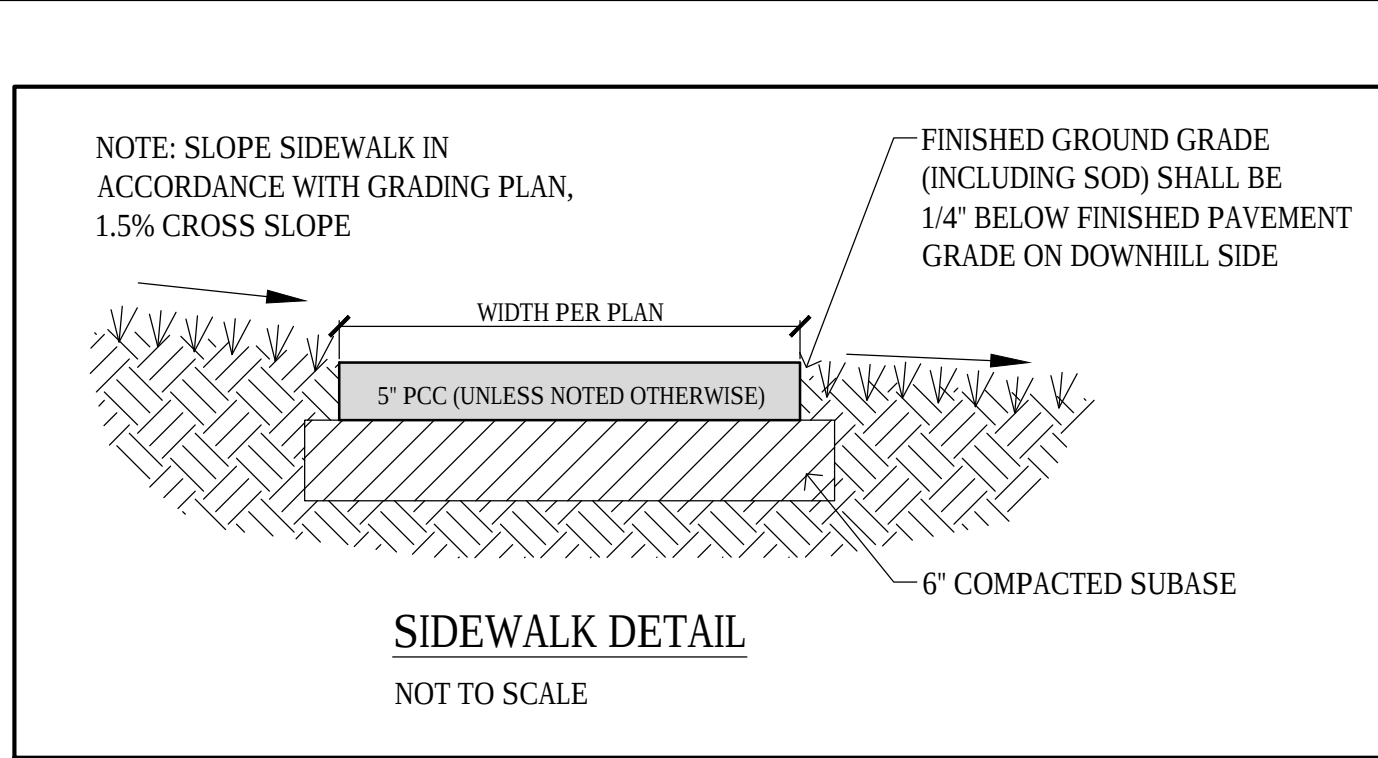
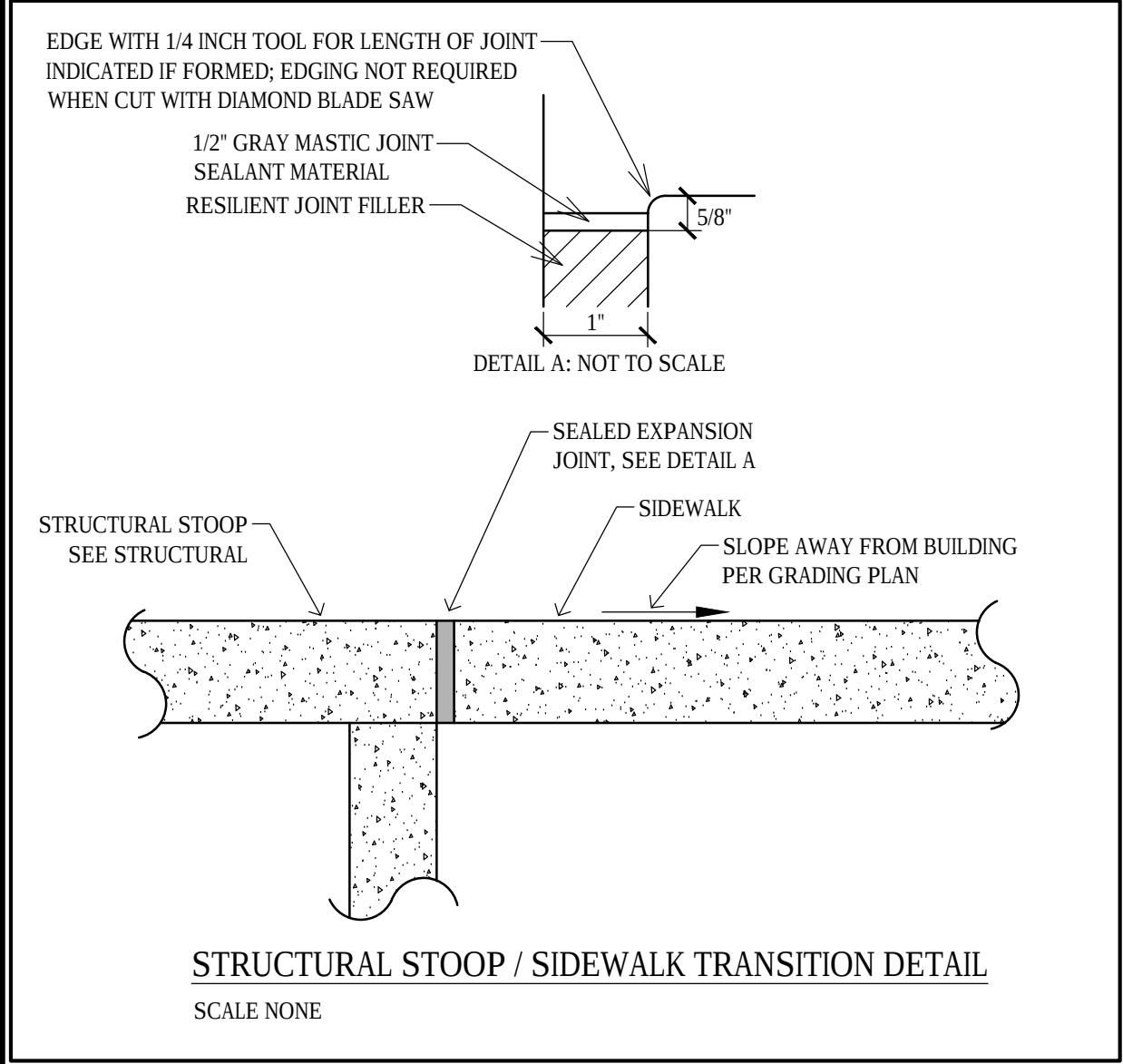
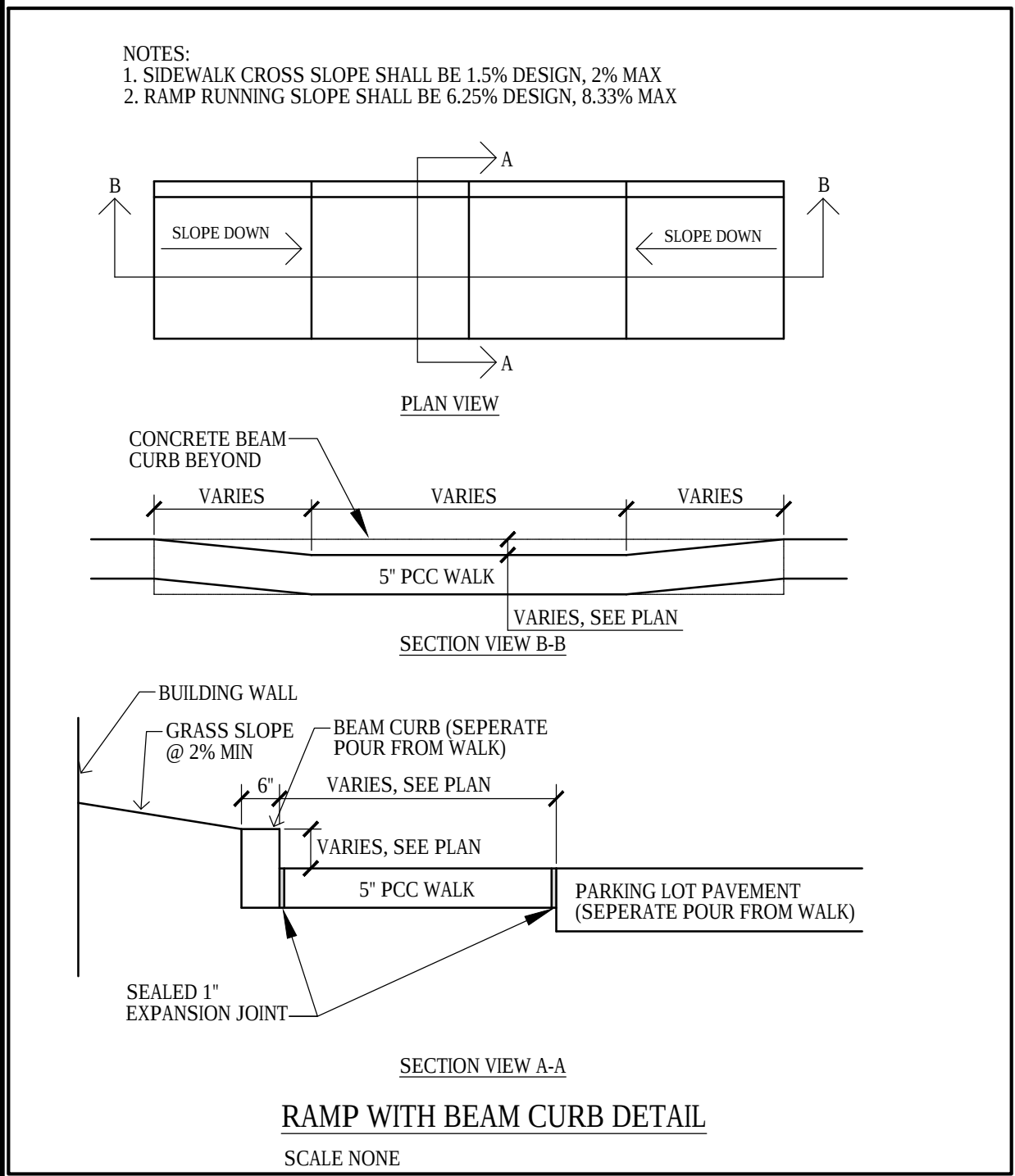
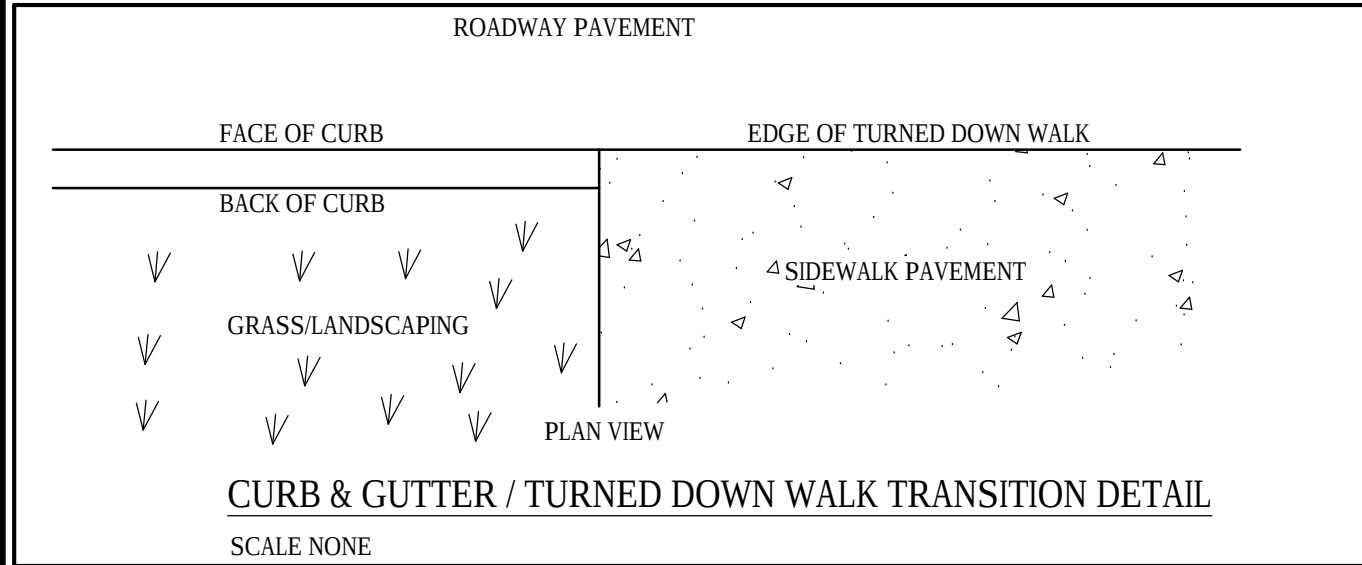
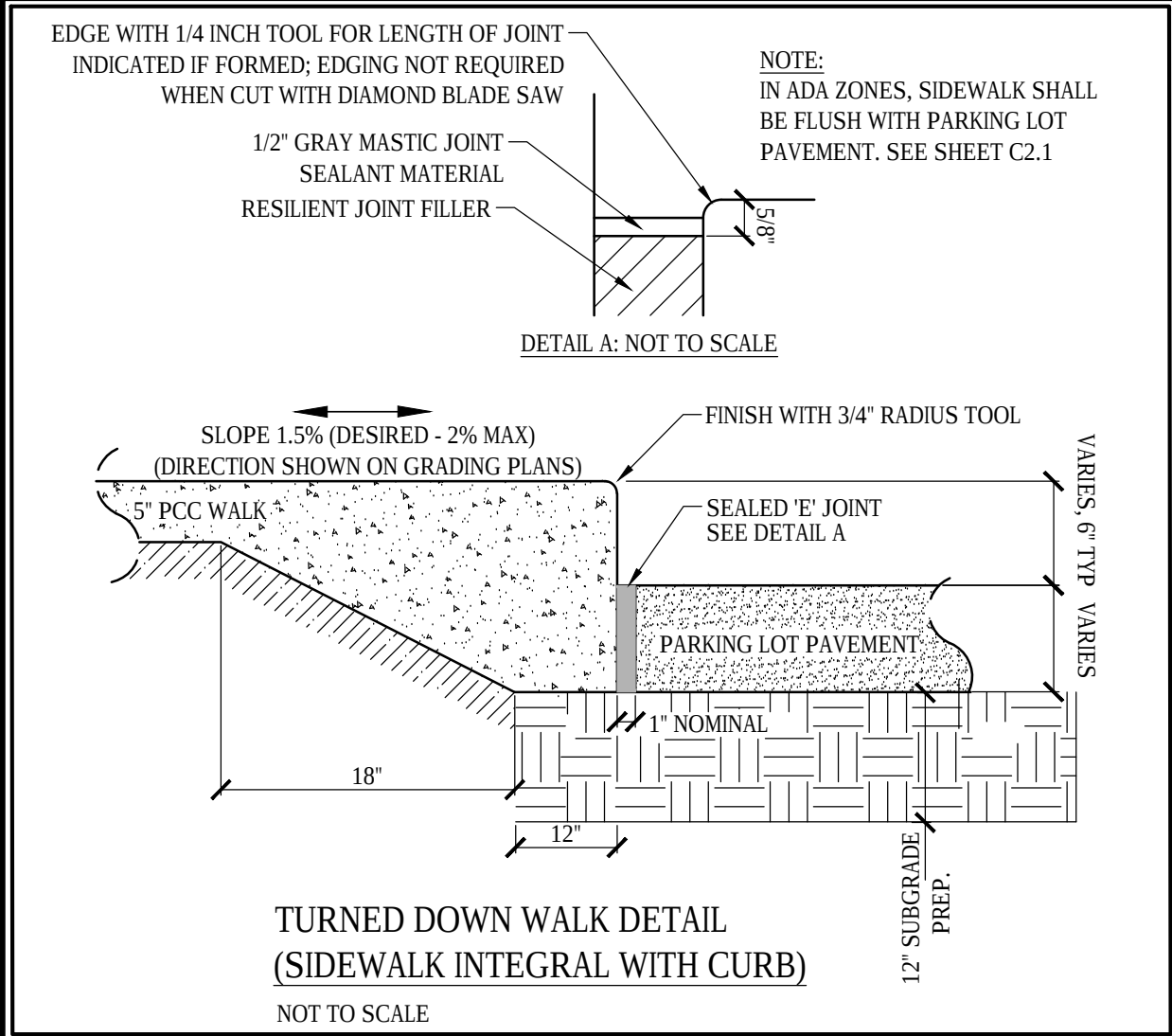
PROJECT NUMBER:
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SHEET NUMBER:

C5.2



MLAND PROJECTS 2016110387DWG.DWG\$ LOT 1 CG DETAILS 10/10/2019 3:23:13 PM



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PROJECT NUMBER:
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SHEET NUMBER:

C6.1

STORM WATER POLLUTION PREVENTION PLAN

PROPERTY DESCRIPTION:

LOT 1, LEGACY PARK, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

SAID PARCEL CONTAINS 15.33 ACRES (667,782 SF).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

ADDRESS:

2105 SE 19TH STREET
GRIMES, IOWA 50111

OWNER:

ANDERSON FOUR LLC
CONTACT: W. MARK ANDERSON
3041 JUSTIN DRIVE
URBANDALE, IA 50322
PH: (515)-270-6104

ZONING:

M1-A: COMMERCIAL & LIMITED LIGHT INDUSTRIAL DISTRICT

SETBACKS:

FRONT=25 FEET
SIDE=NONE, EXCEPT ADJACENT TO R DISTRICT THEN 25 FEET
REAR=25 FEET
MAX. BUILDING HEIGHT=50 FEET

LAND USE:

TRUCKING & DISTRIBUTION FACILITY

OVERLAY DISTRICT:

HIGHWAY 141 MIXED USE CORRIDOR ZONE 1 (LOT 1)

BENCHMARK:

BM1: NORTHEAST BURY BOLT ON HYDRANT ON EAST SIDE OF SE LITTLE BEAVER DRIVE NORTH OF SE 19TH STREET.
ELEVATION=962.83 (NAVD 88 DATUM)

BM2: NORTHWEST BURY BOLT ON HYDRANT AT NORTHWEST QUADRANT OF SE 19TH STREET & SE GATEWAY DRIVE.
ELEVATION=955.14 (NAVD 88 DATUM)

EROSION CONTROL NOTES:

- SEE SUPPLEMENTAL DETAIL STORM WATER POLLUTION PLAN NARRATIVE FOR ALL EROSION CONTROL MEASURES, ADDITIONAL DETAILS AND NOTE. ADDITIONAL NOTES AND MEASURES IN NARRATIVE SHALL BE CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE ORIGINAL BID.
- SWPPP PLAN AND NARRATIVE ARE CONSIDERED A LIVING DOCUMENT AND WILL NEED PERIODIC UPDATES AND ADJUSTMENTS AS NECESSARY DEPENDING ON SITE CONDITIONS TO ASSURE COMPLIANCE WITH NPDES GENERAL PERMIT NO. 2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UPDATE THE SWPPP AND IMPLEMENT ANY AND ALL MEASURES NECESSARY TO COMPLY WITH SAID PERMIT NO. 2.
- INSTALL PERIMETER SILT FENCE AS SHOWN ON PLANS PRIOR TO CONSTRUCTION.
- INSTALL INTAKE PROTECTION WITH SILT FENCE IMMEDIATELY AFTER STORM SEWER CONSTRUCTION.
- INSTALL FINISHED PAVING INLET PROTECTION IMMEDIATELY AFTER PAVING IS COMPLETED AROUND INTAKE.
- OTHER EROSION CONTROL TYPES MAY NOT BE SUBSTITUTED FOR SILT FENCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING A CONCRETE WASHOUT IN ACCORDANCE WITH NPDES GENERAL PERMIT NO. 2 DURING ALL CONCRETE WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING TEMPORARY RESTROOM FACILITIES. SANITARY WASTE SHALL BE DISPOSED OF PER ALL FEDERAL, STATE AND LOCAL REGULATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.
- WITH THE AMOUNT OF SAWCUTTING TAKING PLACE ON SE 19TH STREET CONTRACTOR WILL BE REQUIRED TO PICK UP AND AND COLLECT THE SAWCUTTING DUST OR SLURRY CREATED DURING THE CUTTING PROCESS.
- ALL AREAS SHALL BE SEEDED OR SODDED IN ACCORDANCE WITH CITY OF GRIMES STANDARD SPECIFICATIONS AND THE CURRENT VERSION OF SUDAS.
- REFER TO THE LANDSCAPE PLAN FOR PROPOSED SEED TYPES.

TOPSOIL NOTES:

- STRIP AND STOCKPILE THE TOPSOIL ON ALL DISTURBED AREAS.
- RESPREAD TOPSOIL IN COMPLIANCE WITH SUDAS SECTION 2010 ON ALL GREEN (NON-PAVED) AREAS.
- TOPSOIL SHALL BE FREE OF ALL ROCK AND DEBRIS LARGER THAN 3/4" IN SIZE.
- TOPSOIL IS DEFINED AS: FERTILE, FRIABLE LOAM, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FROM WELL DRAINED SITE FREE FROM FLOODING, NOT IN FROZEN OR MUDDY CONDITIONS; REASONABLE FREE FROM SUBSOIL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES LARGER THAN 3/4 INCH IN DIAMETER, AND FOREIGN MATTER; ACIDITY RANGE (PH) OF 5.5 TO 7.5; CONTAINING MINIMUM 4 PERCENT AND MAXIMUM 30 PERCENT ORGANIC MATTER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.

EROSION CONTROL REMOVAL NOTES:

- AFTER FINAL STABILIZATION HAS OCCURED, AS DEFINED IN NPDES GENERAL PERMIT NO. 2, CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TEMPORARY EROSION CONTROL DEVICES INCLUDING, BUT NOT LIMITED TO: SILT FENCE, INLET PROTECTION, AND TEMPORARY STANDPIPES.

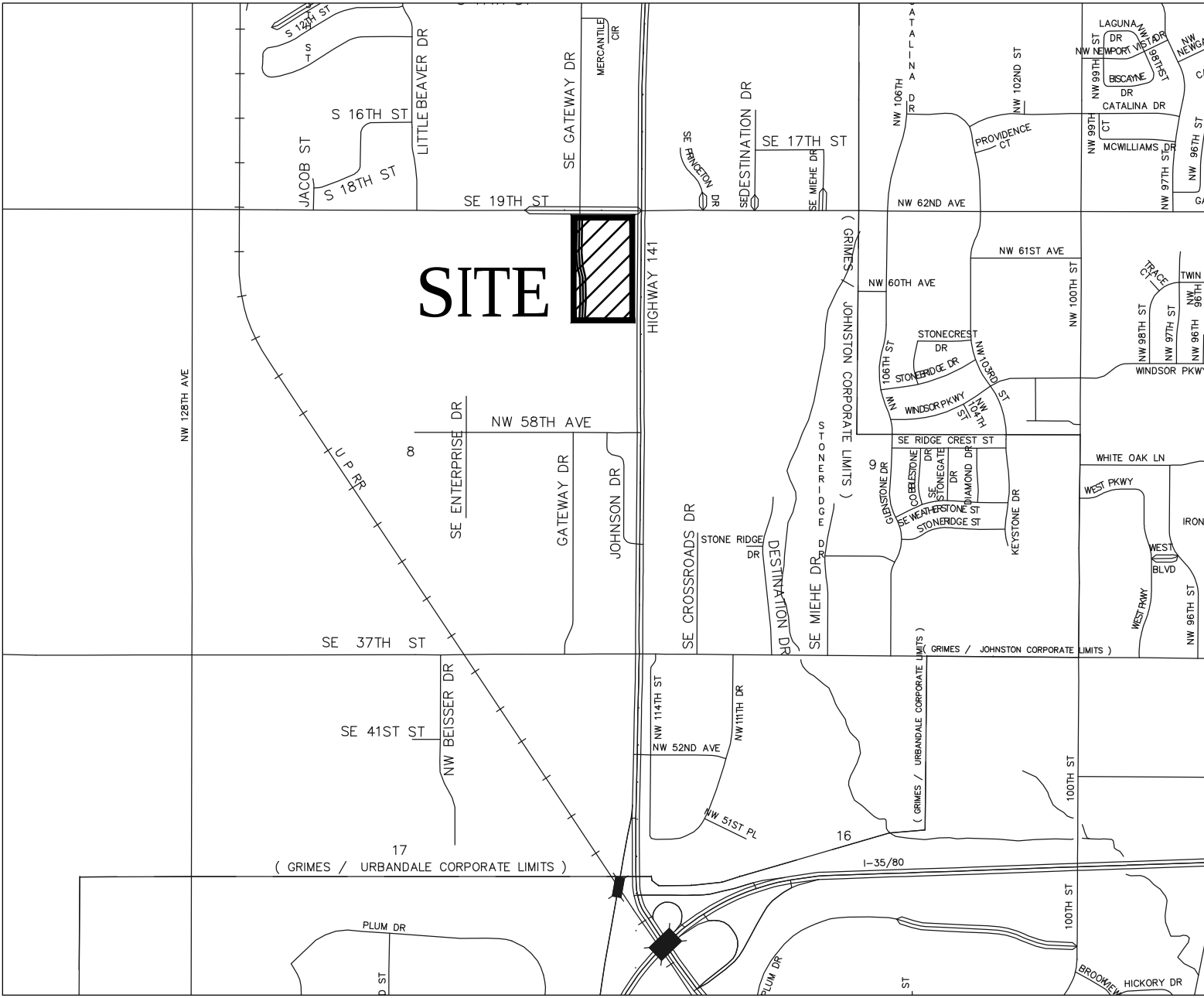
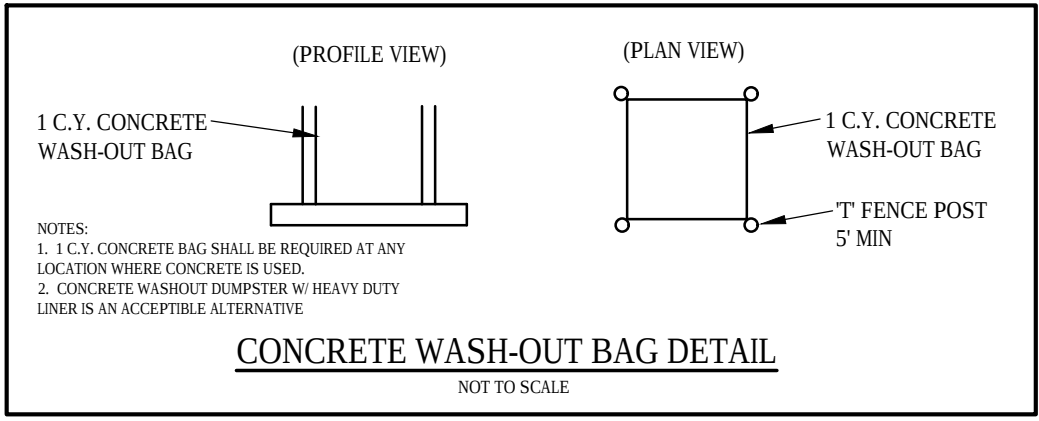
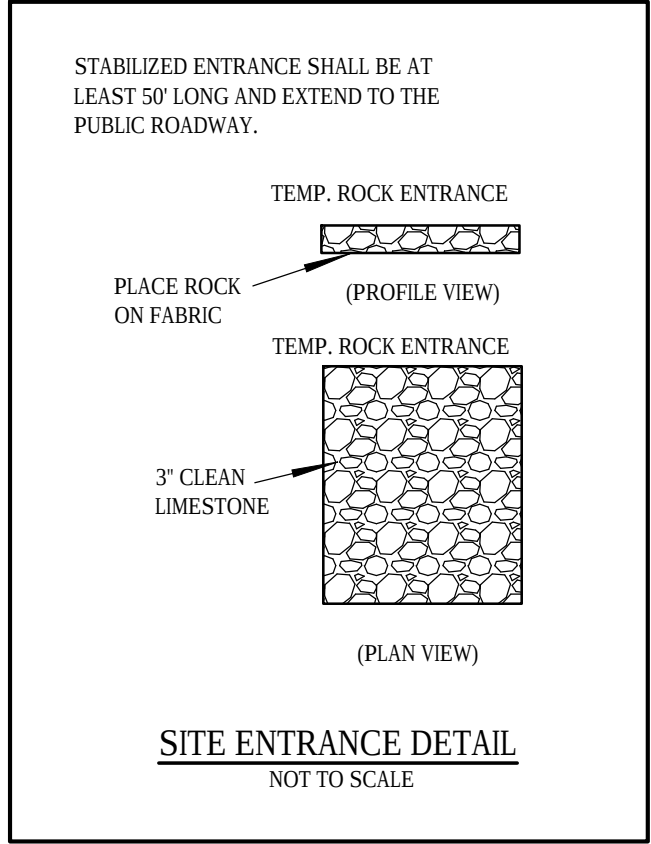
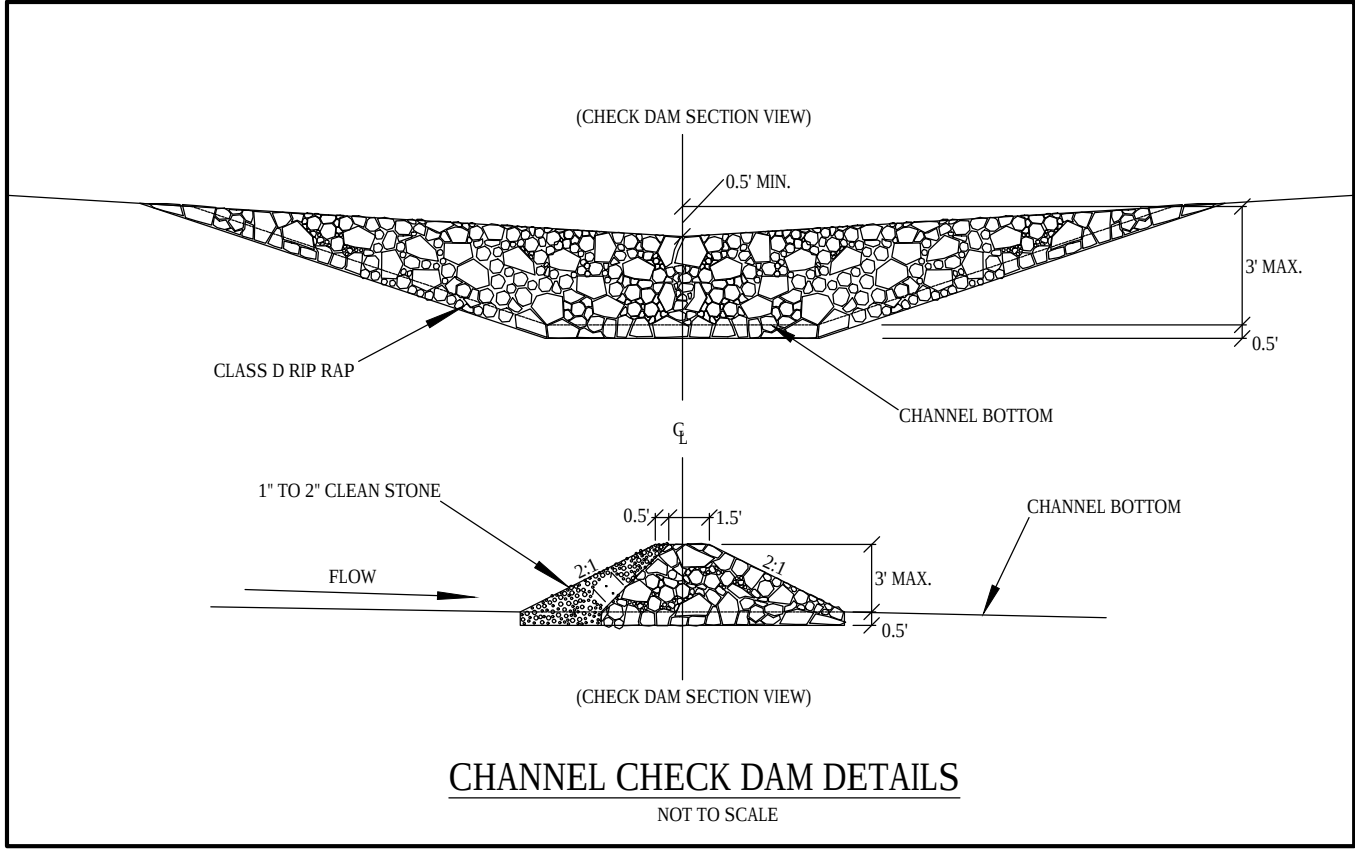
SWPPP LEGEND:

- SF SF SILT FENCE (TYP)
120 EXISTING CONTOUR
120 PROPOSED CONTOUR
STABILIZED ENTRANCE 30'X90'-6"
DEEP 2" CLEAN CRUSHED ROCK
DRIVE ON GEOTEXTILE



UTILITY NOTE:

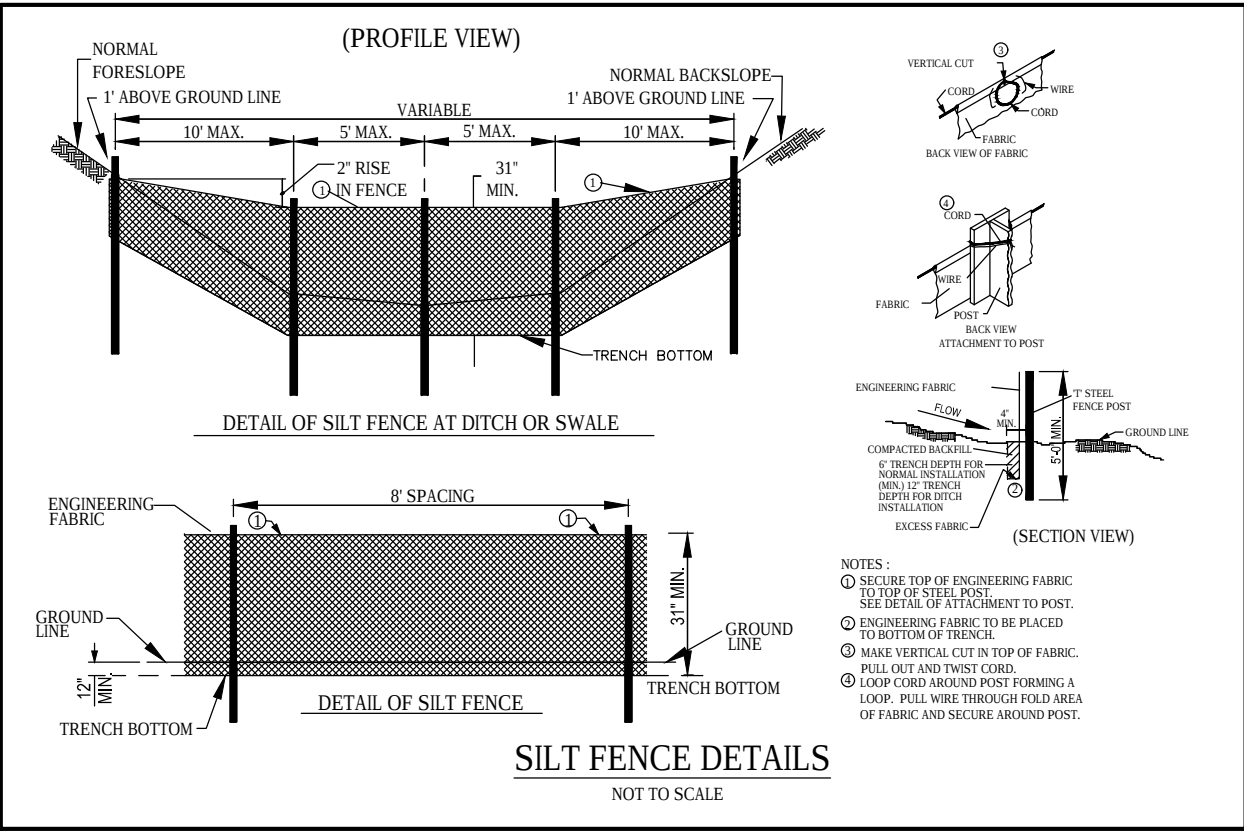
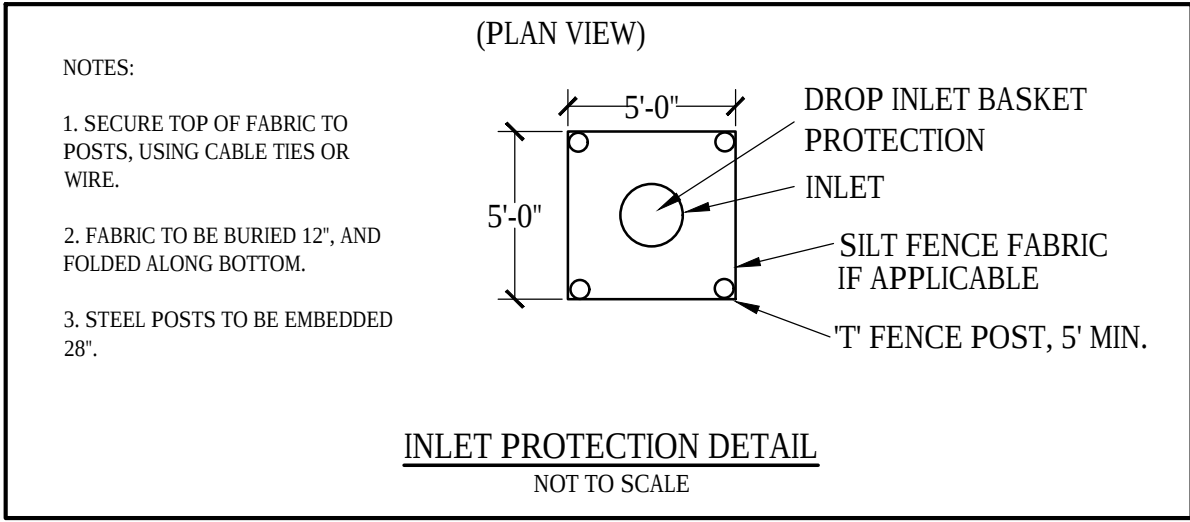
THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS AND ARE APPROXIMATE LOCATIONS. THE EXACT LOCATIONS OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.



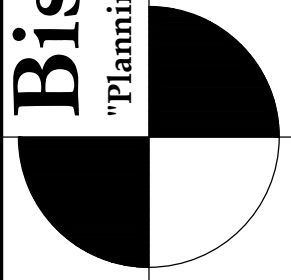
VICINITY MAP
NOT TO SCALE

LEGEND:

- 120 EXISTING CONTOUR
120 PROPOSED CONTOUR
SF SILT FENCE
SAN SANITARY SEWER
ST STORM SEWER
W WATER LINE
G GAS LINE
U/E UNDERGROUND ELECTRIC
O/E OVERHEAD ELECTRIC
TELE TELEPHONE LINE
F/O FIBER OPTIC
CATV CABLE TV
SM STORM MANHOLE
CI CURB INTAKE
SI SURFACE INTAKE
FES FLARED END SECTION
SM SANITARY MANHOLE
C CLEANOUT
FH FIRE HYDRANT
SP SPRINKLER
ICV IRRIGATION CONTROL VALVE
WM WATER MANHOLE
WELL
WV WATER VALVE
WSO WATER SHUT OFF
YH YARD HYDRANT
EM ELECTRIC MANHOLE
EM ELECTRIC METER
ER ELECTRIC RISER
EV ELECTRIC VAULT
PP POWER POLE
TP TRANSFORMER POLE
LP LIGHT POLE
EJB ELECTRIC JUNCTION BOX
EP ELECTRIC PANEL
TR TRANSFORMER
GL GROUND LIGHT
GW GUY WIRE
EH ELECTRIC HANDHOLE
GM GAS METER
GV GAS VALVE
ACU AIR CONDITIONING UNIT
TR TELEPHONE RISER
TV TELEPHONE VAULT
TM TELEPHONE MANHOLE
TSM TRAFFIC SIGNAL MANHOLE
FOR FIBER OPTIC RISER
FOF FIBER OPTIC FAULT
CTR CABLE TV RISER
S SIGN



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LOT 1 LEGACY PARK
GRIMES, IOWA

SWPPP

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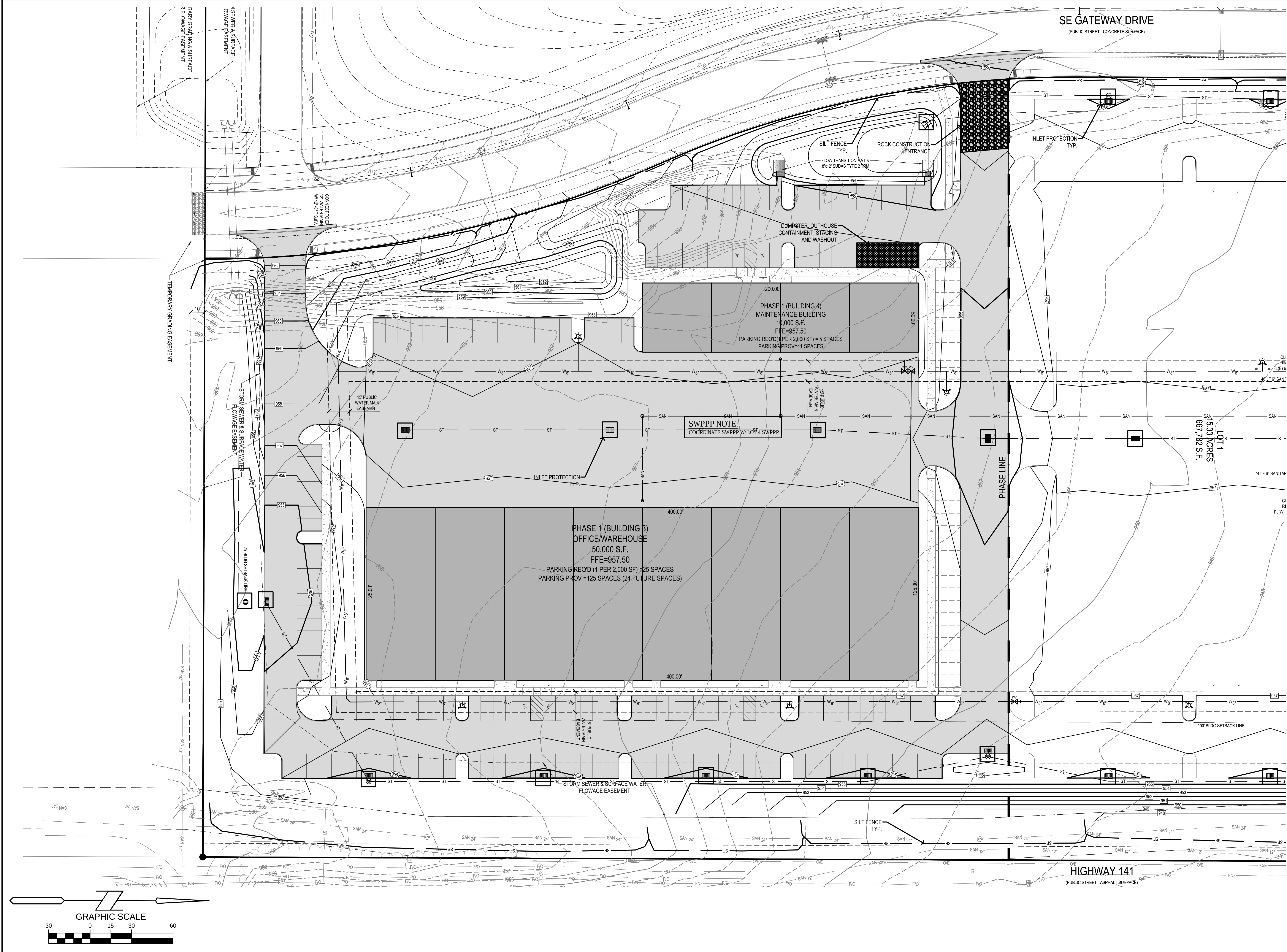
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11/25/19 CITY #3

PROJECT NUMBER:
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SHEET NUMBER:

C7.1



LOT 1 LEGACY PARK
GRIMES, IOWA

REFERENCE NUMBER:

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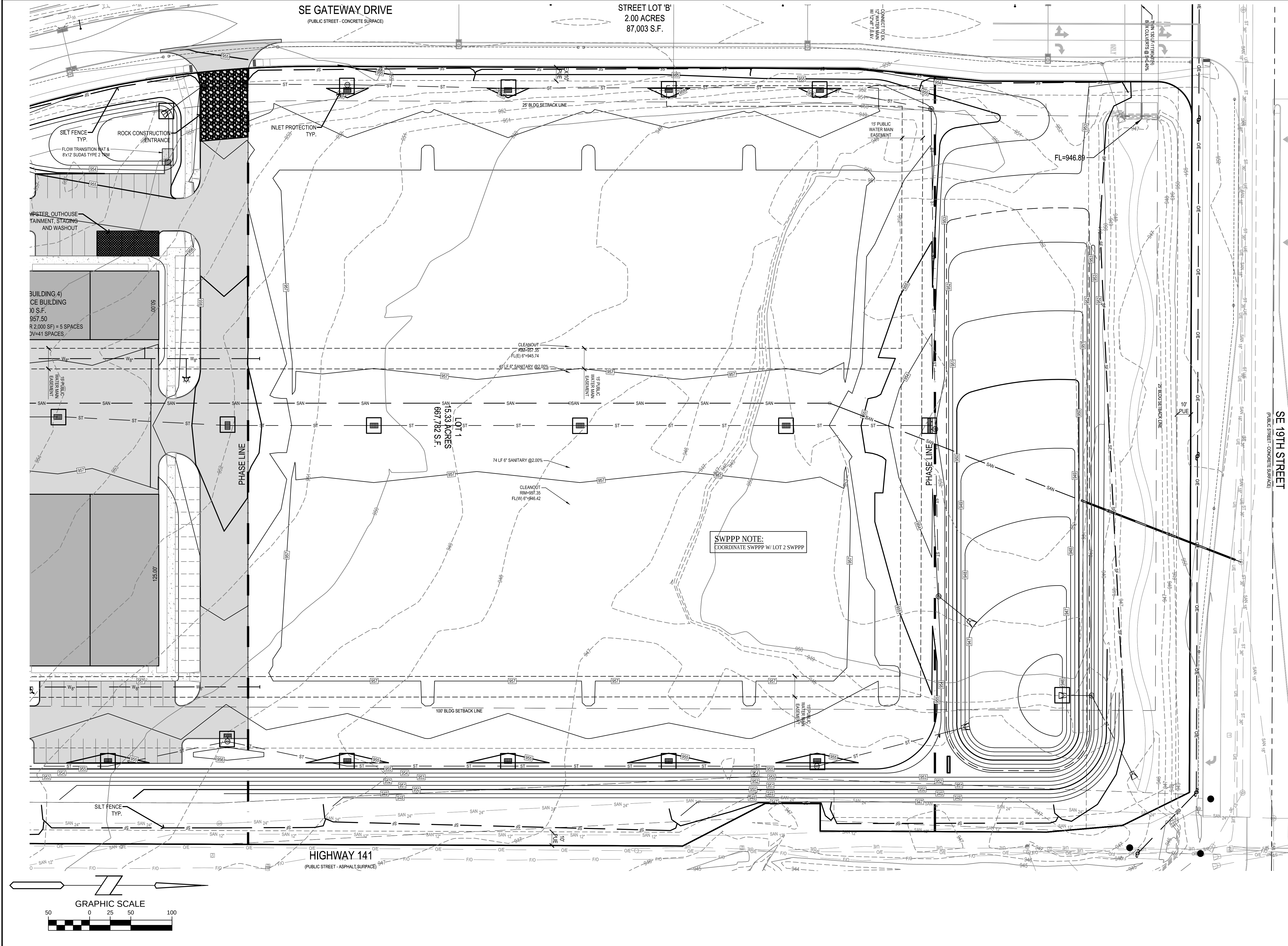
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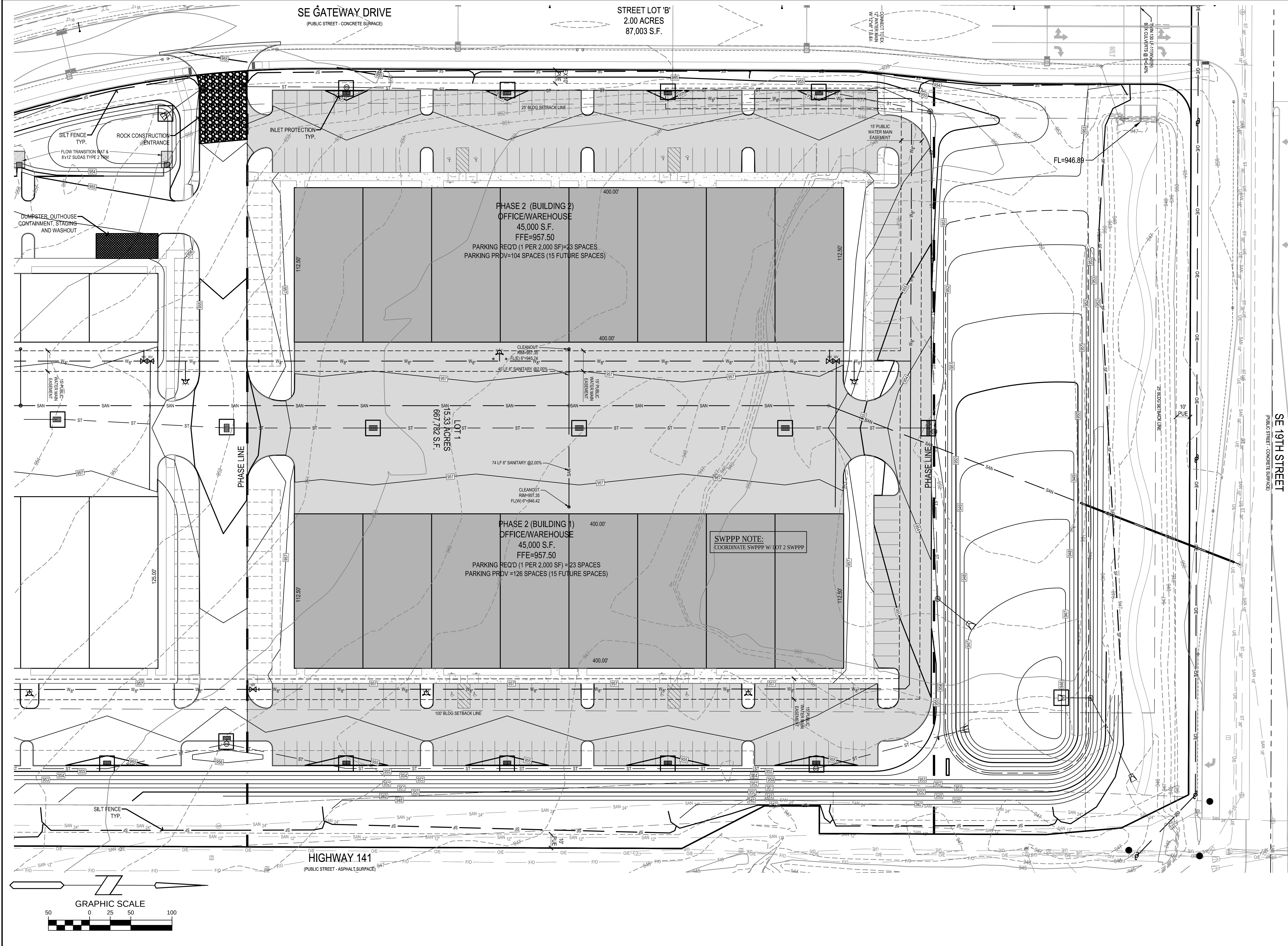
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LOT 1 LEGACY PARK GRIMES, IOWA	
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SHEET NUMBER: C7.3	

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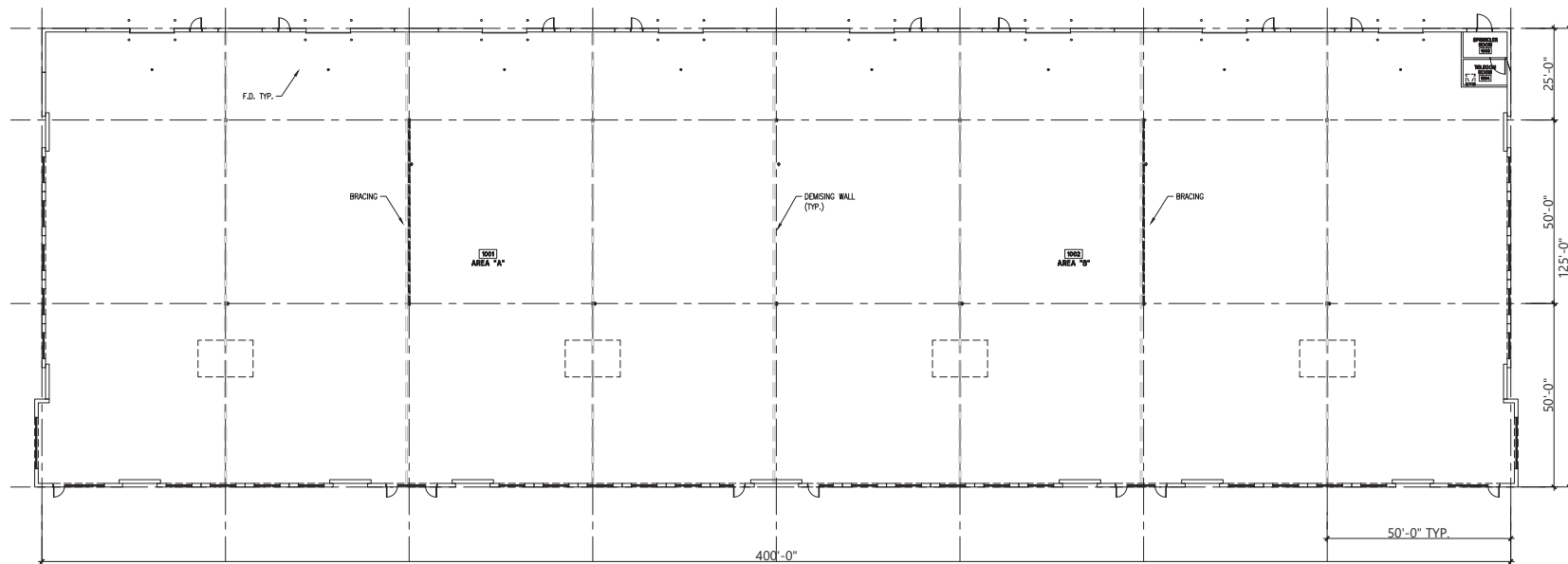
LOT 1 LEGACY PARK
GRIMES, IOWA

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PROJECT NUMBER: 160387-1
SHEET NUMBER: C7.4

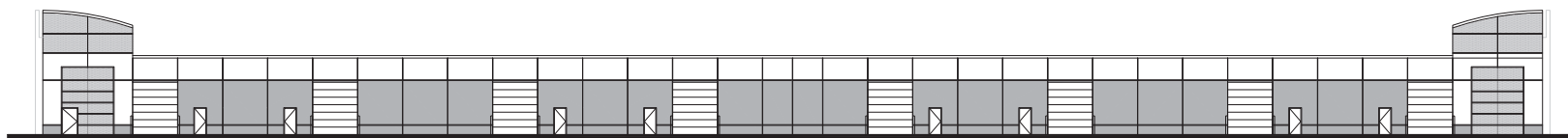
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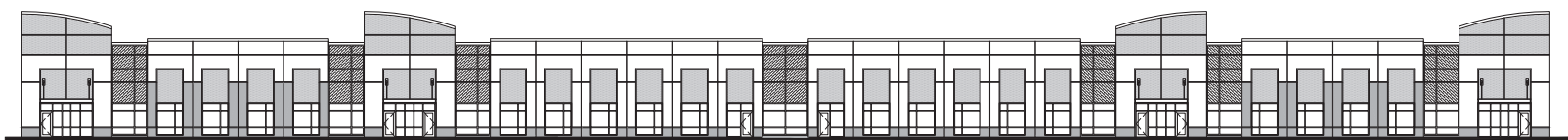
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Floor Plan



West Elevation



East Elevation



North Elevation



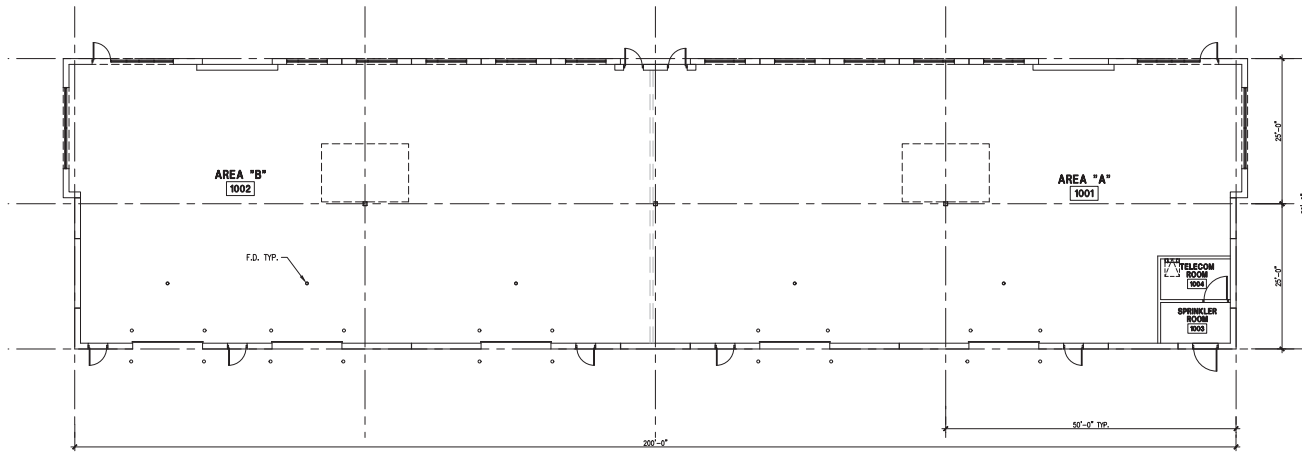
South Elevation

GROUND FLOOR FRONTAGE GLAZING (EAST WALL)

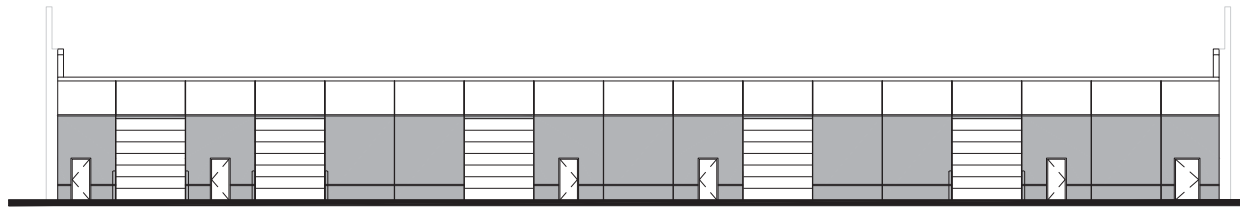
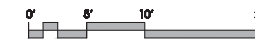
AREA OF WALLS	11,002 SF
TOTAL AREA OF WINDOWS / DOORS	3,334 SF 30.3% OF WALL

Exterior Elevations

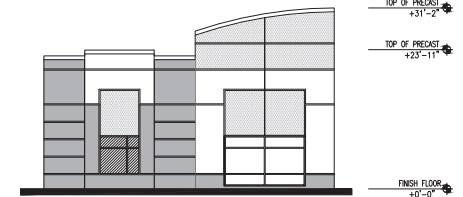




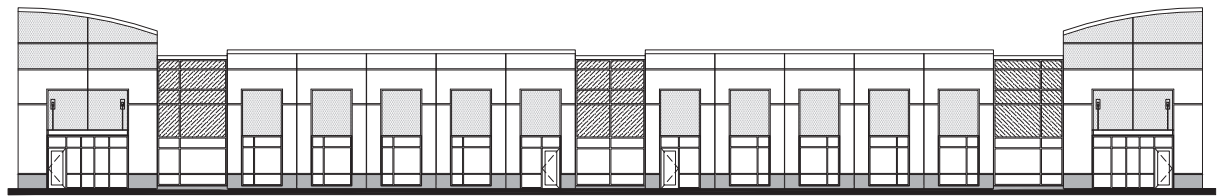
Floor Plan



East Elevation



North Elevation



West Elevation

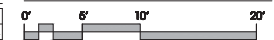


South Elevation

GROUND FLOOR FRONTAGE GLAZING (WEST WALL)

AREA OF WALLS	5,127 SF
TOTAL AREA OF WINDOWS / DOORS	1,643 SF 32.1% OF WALL

Exterior Elevations







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

AGENDA MEMO

For Meeting of April 28, 2020

AGENDA HEADING:

3rd Reading – Ordinance 732, Rezoning of Hope Commercial

SYNOPSIS:

The City of Grimes has received a request to rezone approximately 18.6 acres of property, generally located north of E 1st Street and west of HWY 141, located within the Hope Commercial Development.

The applicant, Hope K, is requesting a rezoning to C-2 Commercial, which is consistent with the Future Land Use Plan, and adjoining zoning classifications. A concept plan is included in your packet for reference.

Staff has also prepared a Zoning Change and Development Agreement. The agreement outlines a few restricted uses, as well as the expectation that property conforms to the Transportation Corridor Overlay District. It is expected that this agreement be approved with the final consideration of Ordinance 732.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Set Public Hearing – City Council, 2/25/2020

Approve 1st Consideration – City Council, 03/24/2020

Approve 2nd Consideration – City Council, 4/14/2020

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning Commission, 3/3/2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the third consideration of Ordinance 732

Planning & Zoning Memo



TO: Planning and Zoning Commission
FROM: Alex Pfaltzgraff, Development Services Director
DATE: March 3, 2020
RE: Hope Commercial Rezoning – C-2

BACKGROUND:

The applicant is requesting approval of a rezoning from A-1 to C-2. The property is generally located north of W 1st ST/HWY 44, and west of the future NE Gateway Drive extension.

NE Gateway Drive is currently under construction and is anticipated to be open to traffic mid-summer.

ANALYSIS:

Zoning/Development Intent:

The applicant has indicated a desire to rezone the property and subsequently subdivide the approximately 18.6-acre property, into nine commercial development lots and one outlot for storm water management/parkland. The nine commercial development lots will range in size from .84 acres to 4.76 acres.

The future land use plan calls for this area to be Mixed Use 2, which is consistent with the proposed development intent.

Utilities:

Water service is available along east side of NE Gateway Drive (future). Additional water main will be extended down the NE Gateway Drive cul-de-sac as well as NE 5th ST.

Sanitary sewer is being constructed with the NE Gateway Drive improvements. The sewer extends from NE Little Beaver, east through NE 2nd Court. From NE 2nd Court, a new sanitary sewer will extend north through the subject property, and be stubbed to the north to allow for future access.

Storm water management is handled regionally within the adjoining pond.

Access:

Access to the subdivision will be from the NE 2nd Ct, NE Gateway Drive and NE 5th ST. The rezoning concept, also shows a new right-in right-out along W 1st Street. Staff and the DOT

will evaluate the right-in right-out during the preliminary plat and construction drawing review period.

Development Characteristics:

The majority of the property is located within the Transportation Corridor Overlay. As such, staff is suggesting that for purposes of consistency within the development, that the entire 18.6 acres be subject to the Transportation Corridor Overlay. This not only address the concerns of consistency, but will also provide for a transition into the remaining Hope Commercial property. Staff envisions this area also carrying higher standard for design of site and buildings.

A Zoning Change and Development Agreement will outline all of the prior mentioned particulars.

RECOMMENDATION:

Staff would recommend approval of the Hope Commercial Rezoning from A-1 to C-2.

CITY OF GRIMES

Alex Pfaltzgraff
Development Services Director



ORDINANCE #732

AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 165.47 TO PROVIDE FOR THE FOLLOWING REZONING REQUEST:

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 18.16 acres legally described on Exhibit A (the "Property") from A-1 (Agriculture) to C-2 (Commercial)

SECTION 2. ADDITIONAL ZONING RESTRICTIONS. As part of this Ordinance and the rezoning established herein, certain permanent conditions and restrictions are hereby imposed upon the Property, which conditions and restrictions are in addition to existing regulations for the C-2 Zoning Classification. Said restrictions are set forth in the Zoning Change and Development Agreement (the "Agreement") by and between the City of Grimes, Iowa, and Hope K Farms, LLC. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Grimes, Iowa; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor. All such conditions and restrictions are established and such Agreement executed and entered into, pursuant to and in accordance with the provisions of Section 414.5 of the 2020 Code of Iowa, as amended.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council and approved by the City Council shall be approved.

ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

Exhibit A

Legal Description of Property

A PART OF OUTLOT 'X', HOPE COMMERCIAL PLAT 1, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'X'; THENCE NORTH 89°48'24" WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'X', 720.00 FEET; THENCE NORTH 00°11'36" EAST, 256.06 FEET; THENCE NORTH 83°07'18" EAST, 275.23 FEET; THENCE NORTH 71°51'34" EAST, 1.28 FEET; THENCE NORTH 07°43'11" WEST, 343.46 FEET; THENCE NORTH 32°09'24" EAST, 283.22 FEET; THENCE NORTH 16°53'02" WEST, 235.03 FEET; THENCE NORTH 00°03'35" WEST, 60.00 FEET; THENCE NORTH 89°56'25" EAST, 451.80 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 530.00 FEET, WHOSE ARC LENGTH IS 416.81 FEET AND WHOSE CHORD BEARS SOUTH 67°31'47" EAST, 406.15 FEET; THENCE SOUTH 45°00'00" EAST, 81.13 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 90°00'00" EAST, 35.36 FEET TO THE WEST LINE OF STREET LOT 'A', SAID HOPE COMMERCIAL PLAT 1; THENCE SOUTH 45°00'00" WEST ALONG SAID WEST LINE, 257.92 FEET; THENCE SOUTH 47°51'45" WEST CONTINUING ALONG SAID WEST LINE, 100.12 FEET; THENCE SOUTH 45°00'00" WEST CONTINUING ALONG SAID WEST LINE, 9.27 FEET; THENCE SOUTHWESTERLY ALONG SAID WEST LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 795.00 FEET, WHOSE ARC LENGTH IS 489.44 FEET AND WHOSE CHORD BEARS SOUTH 27°21'47" WEST, 481.74 FEET; THENCE SOUTH 10°56'24" WEST ALONG SAID WEST LINE, 139.32 FEET; THENCE SOUTH 00°11'36" WEST CONTINUING ALONG SAID WEST LINE, 124.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.16 ACRES (791,051 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

ZONING CHANGE AND DEVELOPMENT AGREEMENT

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2020, by and between the CITY OF GRIMES, IOWA, a municipal corporation (the "City") and Hope K Farms LLC., an Iowa limited liability company (referred to herein as "Property Owner") which includes in its terms all the following including the WHEREAS provisions:

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

WHEREAS, the City and Property Owner now desire that the Property be rezoned from A-1 (Commercial District) to C-2 (Commercial District), prior to development in accordance with, and in consideration of, the provisions of this Agreement and Section 414.5 of the Iowa Code; and

WHEREAS, Property Owner and the City have an existing Development Agreement signed October 23 2018.

WHEREAS, Property Owner and the City wish to set forth their agreements with respect to the conditions and restrictions which will arise with respect to the Property as a result of such rezoning and development.

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

1. Rezoning. This agreement is contingent on the Property being rezoned from A-1 to C-2 by the Grimes City Council as set forth in Exhibit A attached hereto.
2. Development Plan. The Property Owner has submitted the Development Plan in conjunction with the Property Owner's request for rezoning. A copy of the Development Plan is attached hereto as Exhibit B. The Property Owner agrees that the development of the property shall be generally consistent with the Development Plan and shall satisfy the following requirements. Planned points of access are preliminary shown on the Development Plan, however are subject to further review during the preliminary plat/site plan review process.
 - (a) Restriction on Uses. Notwithstanding that the property is zoned C-2, the following uses of the Property or any portion thereof shall not be permitted (terms defined in the City's Zoning Ordinance shall have the same meaning when used herein, unless defined otherwise in this Agreement):
 - i) Heavy Automotive Body Repair/Vehicle Repair. Light Service Or Repair Not Excluded.

- ii) Outdoor Exercise Areas/Runs For Domesticated Animal Boarding/Kennels
 - iii) Warehouse Facilities
 - iv) Mini Storage/Self Storage Facilities
 - v) Used Car Lots
 - b) Transportation Corridor Mixed Use Development Overlay District. For the purpose of consistency through the development, development of the Property shall be subject to the Grimes City Ordinances entitled as Transportation Corridor Mixed Use Development Overlay District.
3. Site Improvements/Requirements. Property Owner agrees that the following site improvements are required as part of the development of the Property, and that the costs for these site improvements are the obligation of the Property Owner:
- (a) NE 2nd Court. Property Owner agrees that certain public improvements to NE 2nd Court shall be made. These improvements shall include, but are not limited to 26-foot of PCC pavement, associated public and private utilities, streetlights and sidewalk.
 - (b) NE 5th Street. Property Owner agrees that certain future public improvements to NE 5th Street shall be made. These improvements shall include, but are not limited to 31-foot of PCC pavement, associated public and private utilities, streetlights and sidewalk.
4. Security; Lien Rights of City. In the event that the City makes any payments or incurs any costs in connection with the Site Improvements, specified in paragraph 3, which Property Owner has agreed are Property Owner's financial responsibilities, Property Owner hereby agrees that the City shall have a lien on the Property in the amount paid by the City. Such lien by the City shall be released by written instrument recorded upon payment in full of the amount of the lien. In the event that such a lien is filed by the City, the parties agree that the Property subject to such lien shall not be further platted or divided and no building or occupancy permits shall issue until such lien is satisfied.
5. Binding Personal Obligation and Assignment. The parties hereby acknowledge that the security provided for in this Agreement is not the exclusive remedy available to the City. The obligations of the Property Owner hereunder are personal. In addition to the lien rights described in this Agreement, the City shall have all remedies available to it at law or in equity under the laws of the State of Iowa. The personal obligations of the Property Owner shall not be assignable, and the parties shall not be released from the obligations hereunder by virtue of such assignment, unless prior written approval of such assignment and release is given to the City. In the event that Property Owner sells a plat to a new

owner, the assignment of the obligations created under this Agreement to the purchaser cannot occur without the prior written consent of the City.

6. Warranty of Title. Property Owner hereby warrants to the City that Property Owner is the sole owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.
7. Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto, and all of the terms and conditions of this Agreement shall constitute conditions, covenants and restrictions running with the land in perpetuity for the Property; provided, however, upon the Petition of the then owner of the Property or any portion thereof, the parties hereto agree that the terms of the ordinances of the City of Grimes and the laws of the statutes and courts of the State of Iowa governing rezoning shall control the change in such zoning as to the property owned by the person so petitioning.
8. Effective. This Agreement will take effect on the date in which both the rezoning referenced in paragraph 1 and this Agreement have been approved by the Grimes City Council and signed by the Mayor. . In the event the Grimes City Council does not approve said zoning change, this Agreement shall be null and void.
9. Recording. This Agreement shall be recorded with the Polk County, Iowa, Recorder, as an exhibit to the ordinance rezoning the Property and shall constitute a valid and effective agreement pursuant to the terms and conditions of Section 414.5 of the Iowa Code.

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

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

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 2020, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa
My Commission expires _____

PROPERTY OWNER:

Hope K Farms LLC

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Notary Public in and for the
State of _____
My Commission expires _____

Exhibit A

Legal Description of Property

A PART OF OUTLOT 'X', HOPE COMMERCIAL PLAT 1, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Development Plan

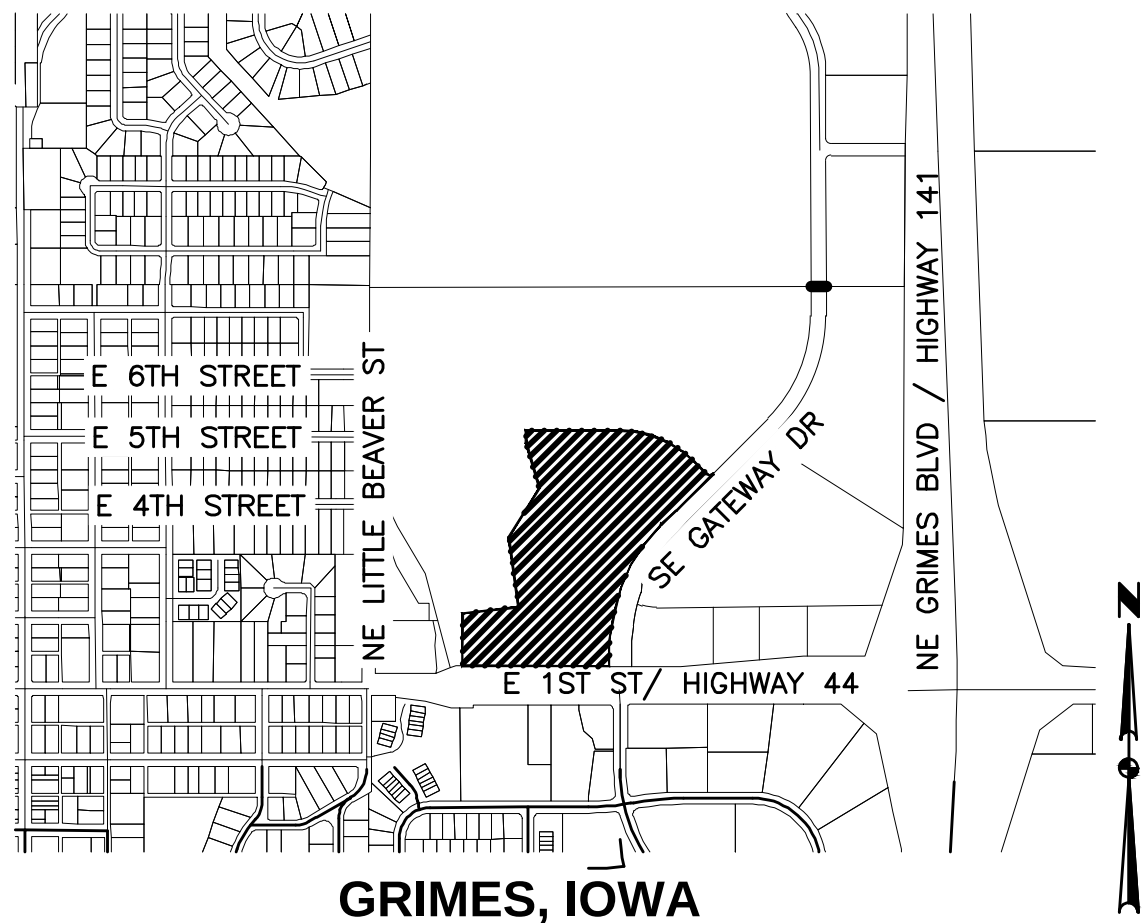


Hope Commercial

simonson
simonson & associates architects llc
1717 ingram hall westmonte suite 377 des moines ia 50309
888 313 440 3036 www.simonsonarchitects.com

This drawing has been prepared by the Architects of the A/S itself, based on the information furnished to it by the A/S itself, and is not intended to be relied upon for any purpose other than that of general information. The A/S itself is not responsible for any errors or omissions in this drawing, and is not liable for any damages or losses arising from its use. The A/S itself is not responsible for any errors or omissions in this drawing, and is not liable for any damages or losses arising from its use.

VICINITY MAP NOT TO SCALE



GRIMES, IOWA

OWNER / APPLICANT

HOPE K FARMS LLC
1548 S 45TH ST
WEST DES MOINES, IA 50265-5765

ENGINEER/SURVEYOR

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DR., SUITE G
GRIMES, IOWA 50111
CONTACT: JOSH TRYGSTAD (515) 369-4400

ZONING

EXISTING ZONING: A-1 AGRICULTURE DISTRICT
SITE IS WITHIN ZONE 2 OF THE HIGHWAY 141 MIXED USE CORRIDOR.
SITE IS WITHIN THE TRANSPORTATION OVERLAY DISTRICT.
PROPOSED ZONING: C-2 GENERAL AND HIGHWAY
SERVICE COMMERCIAL
DISTRICT

BULK REGULATIONS

C-2
MIN. FRONT YARD SETBACK = 25'
MIN. SIDE YARD SETBACK = NONE REQUIRED, EXCEPT WHEN ADJOINING ANY R' DISTRICT OR STREET RIGHT-OF-WAY LINE, IN WHICH CASE - 25 FEET
MIN. REAR YARD SETBACK = 25 FEET; HOWEVER, FOR EVERY FOOT THE FRONT YARD IS INCREASED OVER 25 FEET, THE REAR YARD MAY BE DECREASED IN DIRECT PROPORTION THERETO, BUT IN NO CASE SHALL THE REAR YARD BE LESS THAN 10 FEET
MAX HEIGHT = 45'
MAX # OF STORIES = 3 STORIES

HIGHWAY 141 CORRIDOR

MIN. HIGHWAY 141 SETBACK = 100'
MIN. PUBLIC STREET SETBACK = 25'
MINIMUM OPEN SPACE = 20%

REZONING DESCRIPTION

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ADJACENT OWNERSHIPS

		Area (ac.)	Area (%)
	1. HOPE K FARMS LLC 1548 S 45TH ST WEST DES MOINES, IA 50265-5765	14.11	67.24%
	2. HY-VEE 5820 WESTOWN PKWY WEST DES MOINES, IA 50266-8223	4.34	20.70%
	3. MCDONALDS REAL ESTATE CO POB 182571 COLUMBUS, OH 43218-2571	0.05	0.23%
	4. JOHNSTON CHARTER BANK 5526 NW 86TH ST JOHNSTON, IA 50131-2928	0.23	1.09%
	5. GRIMES PLAZA PARTNERS LLC 3737 WOODLAND AVE STE 100 WEST DES MOINES, IA 50266	0.20	0.93%
	6. JUDITH ANN PERRY 5649 LISBON ST PROLE, IA 50229	0.16	0.74%
	7. DESTINATION MARKET LLC 3737 WOODLAND AVE STE 100 WEST DES MOINES, IA 50266	0.44	2.07%
	8. THE CROSSINGS TOWNHOMES II 712 SE 13TH ST GRIMES, IA 50111-4804	0.12	0.56%
	9. HURD GRIMES LLC 2000 FULLER RD WEST DES MOINES, IA 50265	0.95	4.53%
	10. NEWBLOOD DEVELOPMENT LLC 10888 HICKMAN RD STE 3B CLIVE, IA 50325-3715	0.40	1.91%
	TOTAL:	20.99	100.00%

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CHECKED BY: J. TRYGSTAD

COMMENT:
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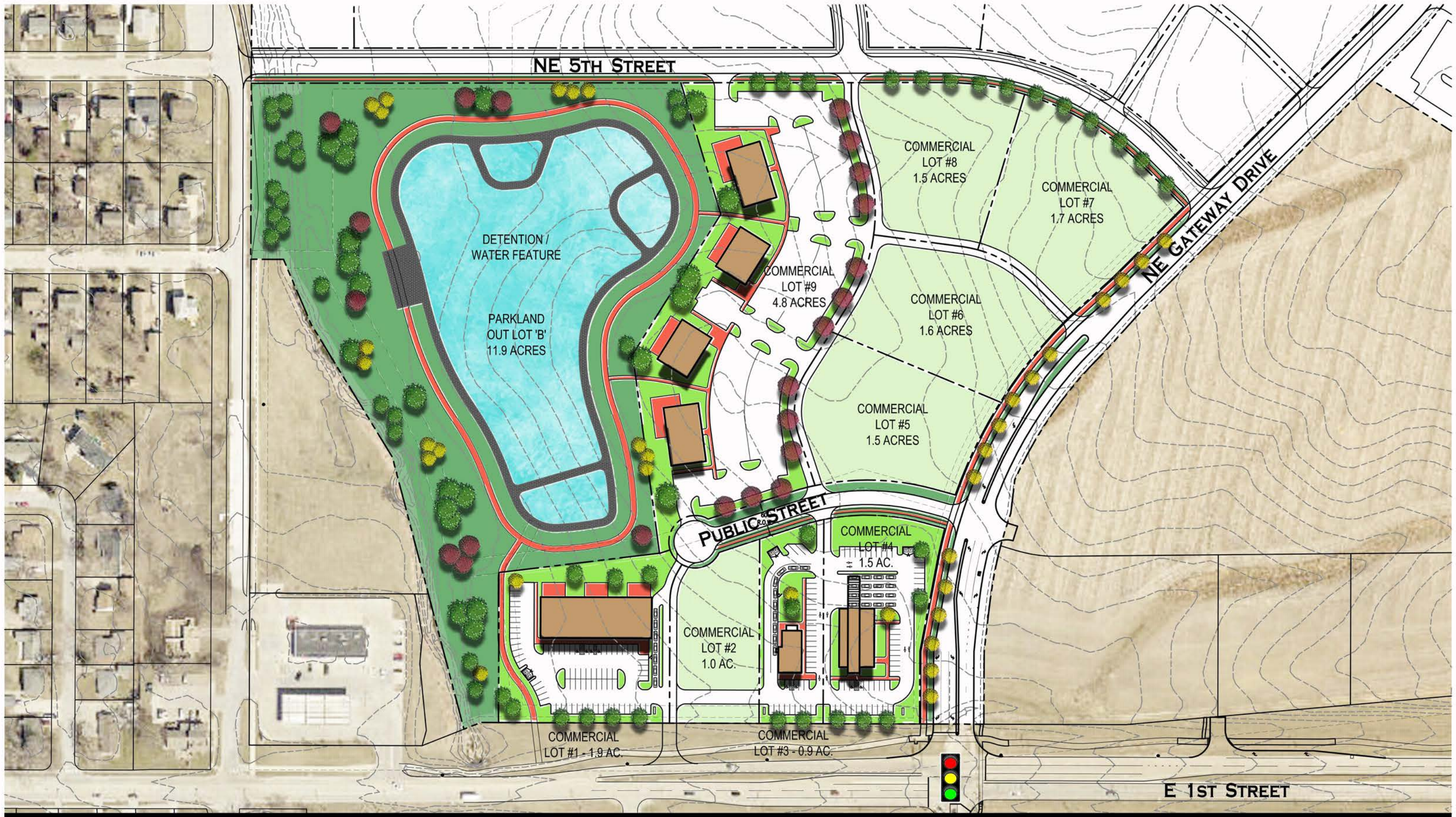
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This drawing has been prepared by the Architect, or under the Architect's direct supervision. This drawing is intended to be conceptual in nature only. Property boundaries, setbacks, easements, topography, utilities, structures and other physical features shown herein are based on the information available to the architect at the time of design. This document reflects a site plan concept only, and does not necessarily reflect all governing authority requirements, including green space calculations, bulk regulations, landscaping, storm water management, city input, site signage, grading, and other factors that may impact final site design. This drawing shall not be used for construction or legally binding documentation. (C) Copyright 2020 by Simonson & Associates Architects, L.L.C.

Hope Commercial

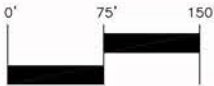
Proof of Concept
Grimes, Iowa

February 14, 2020



1" = 150'-0" @ 11"x17" Sheet
SAA# 19115

DRAWN BY: AVG



simonson

simonson & associates architects llc
1717 ingersoll avenue suite 117 des moines ia 50309
phn 515 440 5626 www.simonsonassoc.com



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

AGENDA MEMO

Item No. April 28, 2020

AGENDA HEADING:

Hope Commercial Plat 2 – Preliminary Plat

SYNOPSIS:

The subject property is currently in the process of being rezoned from A-1 to C-2 and is expected to be approved by Council on April 28th. As part of the typical development process, the applicant is now requesting approval of a preliminary plat, which will allow for the future subdivision of the approximately 18.16-acre property, into eight commercial lots, and associated street right-of-way.

The property is generally located north of W 1st ST/HWY 44, and west of the future NE Gateway Drive extension.

NE Gateway Drive is currently under construction and is anticipated to be open to traffic mid-summer.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning Commission, 04/07/2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Hope Commercial Plat 2 – Preliminary Plat, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: April 7, 2020
RE: Hope Commercial Plat 2 – Preliminary Plat

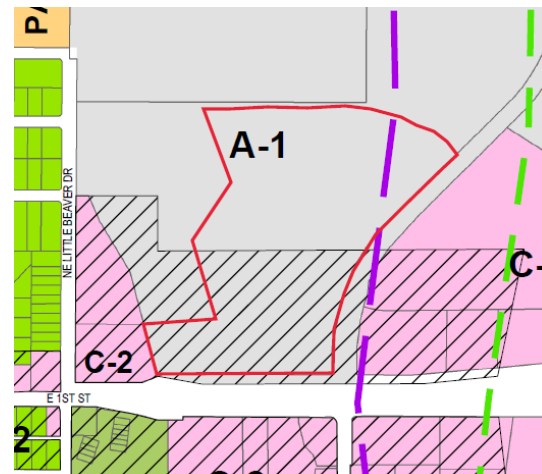
GENERAL INFORMATION:

Applicant:	Hope K Farms
Requested Action	Preliminary Plat
Location	NW corner of E 1 st St & NE Gateway Dr

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Commercial/Mixed Use	A-1
North	Vacant	Mixed Use	A-1
South	Commercial	Commercial	C-2
East	Vacant	Commercial	C-2
West	Commercial	Mixed Use	A-1/C-2

BACKGROUND:

The subject property is currently in the process of being rezoned from A-1 to C-2 and is expected to be approved by Council on April 28th. As part of the typical development process, the applicant is now requesting approval of a preliminary plat, which will allow for the future subdivision of the approximately 18.16-acre property, into eight commercial lots, and associated street right-of-way.

The property is generally located north of W 1st ST/HWY 44, and west of the future NE Gateway Drive extension.

NE Gateway Drive is currently under construction and is anticipated to be open to traffic mid-summer.

ANALYSIS:

A conceptual layout is shown for the preliminary plat. Access to the lots is proposed via two new public streets off of NE Gateway Drive: NE 2nd Court and NE 5th Street. The concept, also shows a new right-in right-out along E. 1st Street. A Traffic Impact Study is underway to evaluate the proposed access point. The construction drawings will reflect the results of the study and review by staff and the DOT.

An 8' trail is proposed along NE 5th Street. A trail easement is provided at the southwest corner of the proposed plat to allow for a sidewalk connection from the sidewalk along E. 1st Street/Highway 44 to the trail that is proposed to circle the existing regional detention basin just west of the proposed plat.

Water service is available along east side of NE Gateway Drive (future). Additional 12" water mains will be extended down the NE 2nd Court and NE 5th Street.

Sanitary sewer is being constructed with the NE Gateway Drive improvements. The sewer extends from NE Little Beaver, east through NE 2nd Court. From NE 2nd Court, a new sanitary sewer will extend north through the subject property, and be stubbed to the north of the Hope Commercial Plat 2 to allow for future access.

Storm water management is handled regionally within the adjoining pond.

STAFF RECOMMENDATION:

Staff would recommend approval of the preliminary plat for Hope Commercial Plat 2, subject to any remaining staff comments.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~March 3, 2020~~

~~March 19, 2020~~

April 3, 2020

Civil Design Advantage, LLC

Attn: Gary Reed

3405 Crossroads Drive, Suite G

Grimes, IA 50111

RE: Hope Commercial Plat 2 Preliminary Plat

Dear Mr. Reed:

The Development Services Department is in receipt of a proposed Preliminary Plat for Hope Commercial Plat 2. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Provide separate sheets regarding topography, dimension plan, grading, utilities, landscaping and concept. Need landscaping details for the ROW. Concept plan was not added.~~
- ~~2. For each of the separated sheets, please provide the details over 2 sheets. Further comments on utilities will be forthcoming once we receive the resubmittal.~~

Sheet 1/Cover:

- ~~1. The vicinity sketch is not to scale (500:1). Please update.~~
- ~~2. Identify the flood zone and effective date.~~
- ~~3. Please revise Note 2 to reflect dedication of both street lots.~~
- ~~4. Please remove all references to HWY 141 as the Transportation Corridor Overlay will supersede Zone 2. As such, update to reflect the Transportation Corridor Overlay standards. Remove reference to Highway 141 Zone 2.~~
- ~~5. Staff understand that Lot 1 and 2 are to be combined. Please revise.~~

Sheet 2:

- ~~1. Staff questions if the applicant is pursuing the RI/RO off 1st Street. If so, staff will contact the DOT for next steps.~~
- ~~2. Staff questions how internal ingress/egress will be handled through the sites.~~
- ~~3. Please show intended points of access along the roadways.~~

- ~~4. Staff questions if the applicant intends for the access point along NE Gateway at lots 6/7 to be full access. Where the median terminates is a bit awkward and may cause conflicts along the roadway.~~
- ~~5. Show sidewalk along all public streets (both sides). Show 10' sidewalk along Gateway Drive. Per the PUD discussions, please show an 8-foot trail along the north side of NE 5th ST.~~
- ~~6. Please provide pedestrian connection to the trail around the water feature. What is the width of the trail easement? Please provide details for the width.~~
- ~~7. Please show required landscaping along the public streets.~~
- ~~8. Staff is concerned with the width of Lot 3. At 110 feet of width, and the anticipated fast food user, circulation while maintaining the minimum bulk requirements may be challenging.~~
- ~~9. Staff questions if MPE's are needed for Lot 1/2 and 9.~~
- ~~10. Staff questions if a sidewalk easement is necessary for the cul-de-sac bulb.~~
- ~~11. On the concept plan, please remove the driveway from Lot 4 to NE 2nd Ct. The driveway is too close to the other two intersections to the east and west.~~

Pre-Construction Drawing Comments:

1. Please provide a SWMP for review.
2. Please provide a SWPPP for review.
3. Please provide IDNR permits for review.

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	February 24, 2020 March 10, 2020 (1 PDF of Preliminary Plat)
PLANNING & ZONING:	April 7, 2020 at 5:30 at the Grimes City Hall
COUNCIL MEETING:	April 28, 2020 at 5:30 at the Grimes City Hall

Please feel free to contact me at apfaltzgraff@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, reading "Alex Pfaltzgraff". The signature is written in a cursive, flowing style with a large initial "A" and "P".

Alex Pfaltzgraff
Development Services Director

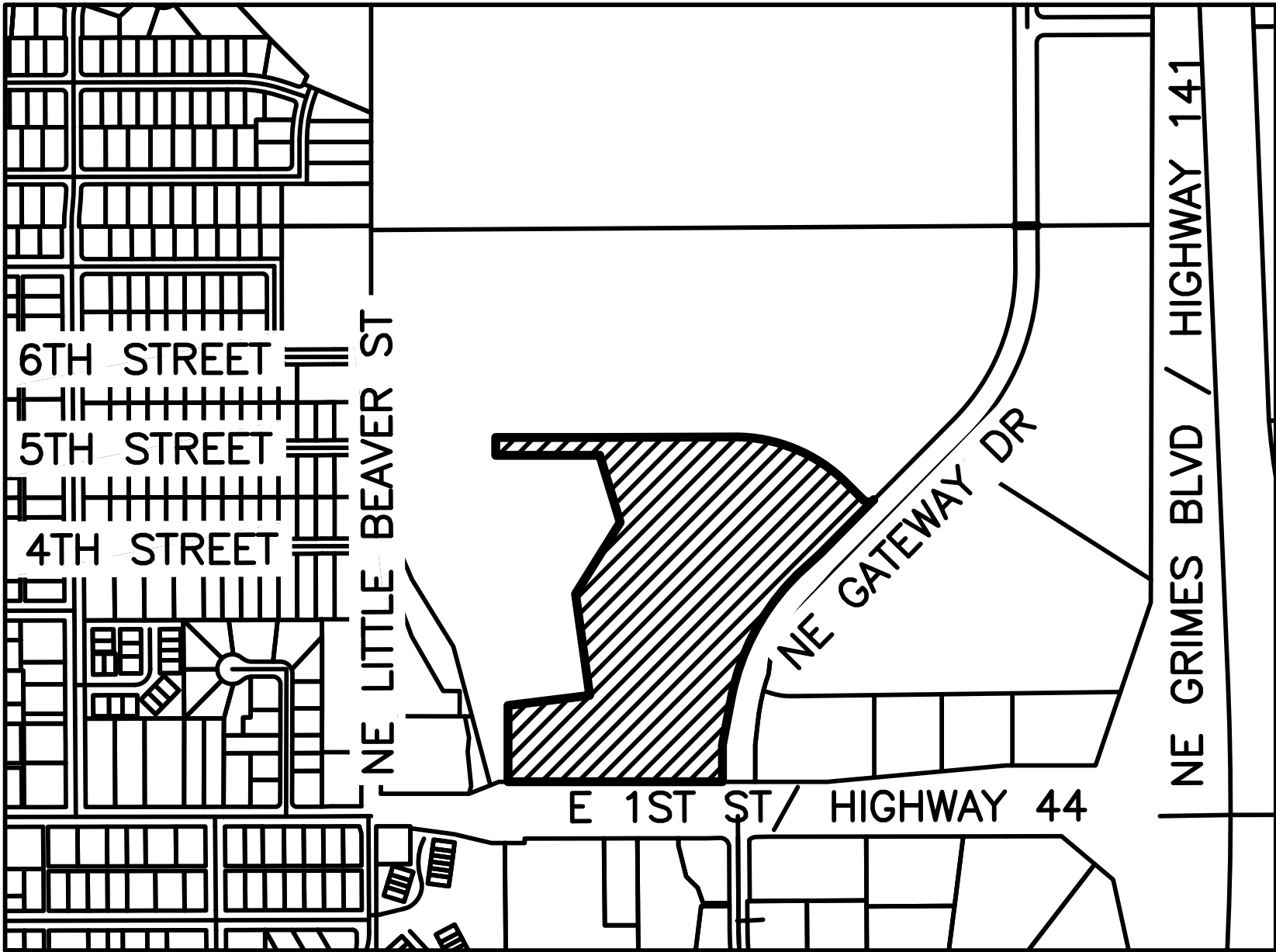
PRELIMINARY PLAT FOR:

HOPE COMMERCIAL PLAT 2

GRIMES, IOWA

VICINITY MAP

1"=500'



GRIMES, IOWA

OWNER

HOPE K FARMS LLC
1548 S 45TH ST
WEST DES MOINES, IA 50265-5765

ENGINEER/SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: GARY REED
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH. (515) 369-4400
FX. (515) 369-4410

NOTES:

- PROPOSED SPEED LIMIT ON NE GATEWAY DRIVE IS 35 MPH.
- STREET LOT A AND STREET LOT B TO BE DEDICATED TO THE CITY OF GRIMES.

FEMA FLOOD NOTE:

POLK COUNTY, PANEL 160 OF 555
MAP NUMBER= 19153C0160F
EFFECTIVE DATE= FEBRUARY 1, 2019

OPEN SPACE NOTE

THE TOTAL LAND AREA DEVOTED TO OPEN SPACE AND LANDSCAPING SHALL NOT BE LESS THAN THE SPECIFIED PERCENTAGE OF THE GROSS LAND AREA INCLUDED IN THE BUILDING LOT. SUCH OPEN SPACE SHALL BE MAINTAINED AS GRASSED AND LANDSCAPED AREA AND SHALL NOT INCLUDE ACCESS DRIVES, PARKING AREAS, STRUCTURES OR BUILDINGS, EXCEPT ORNAMENTAL STRUCTURES INCLUDED AS PART OF THE LANDSCAPING THEME

ZONING

EXISTING ZONING: A-1 AGRICULTURE DISTRICT

SITE IS WITHIN ZONE 2 OF THE HIGHWAY 141 MIXED USE CORRIDOR.

SITE IS WITHIN THE TRANSPORTATION OVERLAY DISTRICT.

PROPOSED ZONING: C-2 GENERAL AND HIGHWAY SERVICE COMMERCIAL DISTRICT

PLAT DESCRIPTION

A PART OF OUTLOT 'X', HOPE COMMERCIAL PLAT 1, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'X'; THENCE NORTH 89°48'24" WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'X', 710.00 FEET; THENCE NORTH 44°48'05" WEST, 14.14 FEET; THENCE NORTH 00°11'36" EAST, 246.06 FEET; THENCE NORTH 83°07'18" EAST, 275.23 FEET; THENCE NORTH 71°51'34" EAST, 1.28 FEET; THENCE NORTH 07°43'11" WEST, 343.46 FEET; THENCE NORTH 32°09'24" EAST, 283.22 FEET; THENCE NORTH 16°53'02" WEST, 235.03 FEET; THENCE SOUTH 89°56'25" WEST, 428.43 FEET; THENCE NORTH 00°03'35" WEST, 60.00 FEET; THENCE NORTH 89°56'25" EAST, 880.23 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 530.00 FEET, WHOSE ARC LENGTH IS 416.81 FEET AND WHOSE CHORD BEARS SOUTH 67°31'47" EAST, 406.15 FEET; THENCE SOUTH 45°00'00" EAST, 81.13 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 90°00'00" EAST, 35.36 FEET TO THE WESTERLY LINE OF STREET LOT 'A', SAID HOPE COMMERCIAL PLAT 1; THENCE SOUTH 45°00'00" WEST ALONG SAID WESTERLY LINE, 257.92 FEET; THENCE SOUTH 47°51'45" WEST CONTINUING ALONG SAID WESTERLY LINE, 100.12 FEET; THENCE SOUTH 45°00'00" WEST CONTINUING ALONG SAID WESTERLY LINE, 9.27 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID WESTERLY LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 795.00 FEET, WHOSE ARC LENGTH IS 489.44 FEET AND WHOSE CHORD BEARS SOUTH 27°21'47" WEST, 481.74 FEET; THENCE SOUTH 10°56'24" WEST CONTINUING ALONG SAID WESTERLY LINE, 139.32 FEET; THENCE SOUTH 00°11'36" WEST CONTINUING ALONG SAID WESTERLY LINE, 124.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.75 ACRES (816,707 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGEND

FEATURES

PROPOSED

GROUND SURFACE CONTOUR
TYPE SW-501 STORM INTAKE
TYPE SW-503 STORM INTAKE
TYPE SW-505 STORM INTAKE
TYPE SW-506 STORM INTAKE
TYPE SW-513 STORM INTAKE
TYPE SW-401 STORM MANHOLE
TYPE SW-402 STORM MANHOLE
TYPE SW-301 SANITARY MANHOLE

STORM/SANITARY CLEANOUT
WATER VALVE
FIRE HYDRANT ASSEMBLY
SIGN
DETECTABLE WARNING PANEL
SANITARY SEWER WITH SIZE
STORM SEWER
WATERMAIN WITH SIZE

SURVEY

SECTION CORNER
1/2" REBAR, YELLOW CAP #18660
(UNLESS OTHERWISE NOTED)
ROW MARKER
ROW RAIL
PLATTED DISTANCE
MEASURED BEARING & DISTANCE
RECORDED AS
DEED DISTANCE
CALCULATED DISTANCE
CURVE ARC LENGTH
MINIMUM 100 YEAR FLOOD
PROTECTION ELEVATION
CENTERLINE
SECTION LINE
1/4 SECTION LINE
1/4 1/4 SECTION LINE
EASEMENT LINE
LOT LINE
RIGHT OF WAY
BUILDING SETBACK
PLAT BOUNDARY

EXISTING

GROUND SURFACE CONTOUR
SANITARY MANHOLE
WATER VALVE BOX
FIRE HYDRANT
WATER CURB STOP
WELL
STORM SEWER MANHOLE
STORM SEWER SINGLE INTAKE
STORM SEWER DOUBLE INTAKE
FLARED END SECTION
DECIDUOUS TREE
CONIFEROUS TREE
DECIDUOUS SHRUB
CONIFEROUS SHRUB
ELECTRIC POWER POLE
GUY ANCHOR
STREET LIGHT
POWER POLE W/ TRANSFORMER
UTILITY POLE W/ LIGHT
ELECTRIC BOX
ELECTRIC TRANSFORMER
ELECTRIC MANHOLE OR VAULT
TRAFFIC SIGN
TELEPHONE JUNCTION BOX
TELEPHONE MANHOLE/VAULT
TELEPHONE POLE
GAS VALVE BOX
CABLE TV JUNCTION BOX
CABLE TV MANHOLE/VAULT
MAIL BOX
BENCHMARK
SOIL BORING
UNDERGROUND TV CABLE
GAS MAIN
FIBER OPTIC
UNDERGROUND TELEPHONE
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC
FIELD TILE
SANITARY SEWER W/ SIZE
STORM SEWER W/ SIZE
WATER MAIN W/ SIZE

BULK REGULATIONS

C-2

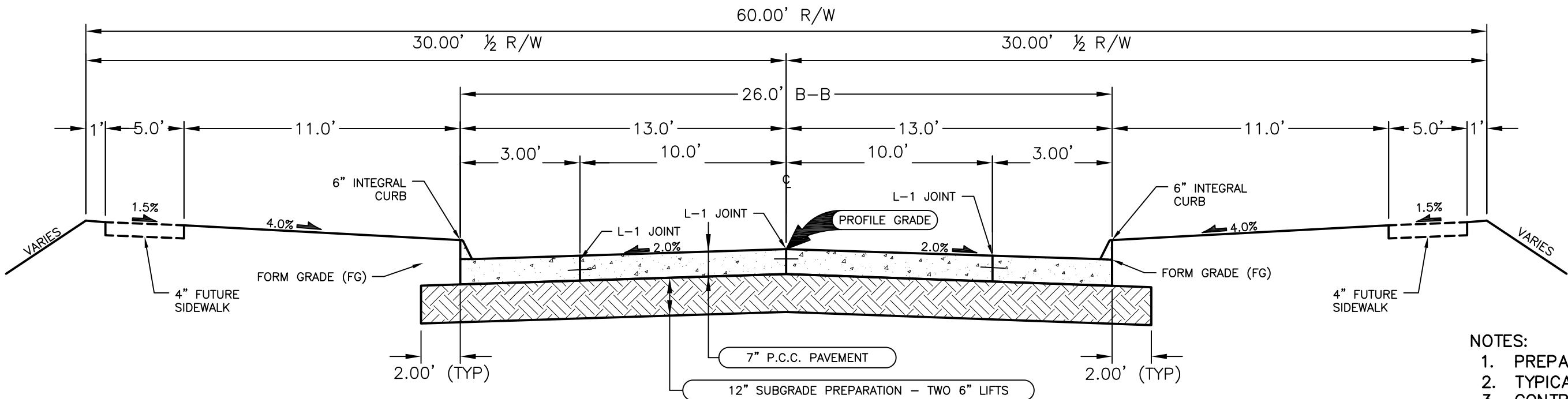
- MIN. FRONT YARD SETBACK = 25'
MIN. SIDE YARD SETBACK = NONE REQUIRED, EXCEPT WHEN ADJOINING ANY "R" DISTRICT OR STREET RIGHT-OF-WAY LINE, IN WHICH CASE -25 FEET
MIN. REAR YARD SETBACK = 25 FEET; HOWEVER, FOR EVERY FOOT THE FRONT YARD IS INCREASED OVER 25 FEET, THE REAR YARD MAY BE DECREASED IN DIRECT PROPORTION THERETO, BUT IN NO CASE SHALL THE REAR YARD BE LESS THAN 10 FEET
MAX HEIGHT = 45'
MAX # OF STORIES = 3 STORIES

BENCHMARKS

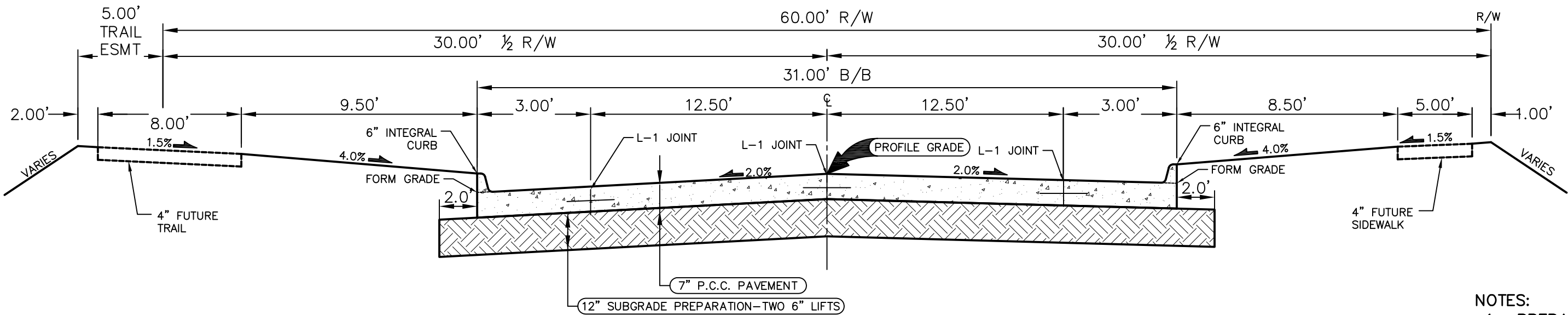
BURY BOLT ON HYDRANT @ SE CORNER OF HWY 44 & SE GATEWAY DRIVE
ELEVATION=940.44

CITY BENCHMARK G6J-012
CAP BOLT ON HYDRANT @ SW CORNER 5TH ST & NORTH LITTLE BEAVER DR.
ELEVATION=926.02

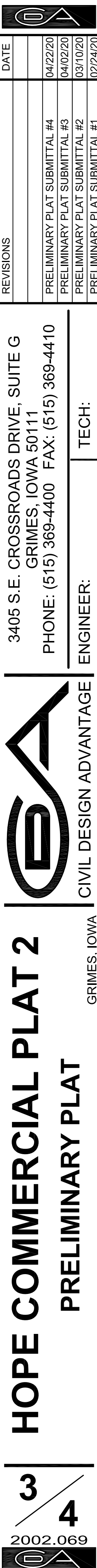
CITY BENCHMARK G6N-004
CAP BOLT ON FIRE HYDRANT AT THE SOUTHWEST CORNER OF NORTH 4TH STREET AND NORTH LITTLE BEAVER DRIVE
ELEVATION=927.36



TYPICAL SECTION - 26' P.C.C. ROADWAY WITH 60' ROW
NOT TO SCALE



TYPICAL SECTION - 31' P.C.C. ROADWAY WITH 60' ROW
NOT TO SCALE





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

AGENDA MEMO

For Meeting of April 28, 2020

AGENDA HEADING:

3rd Consideration – Ordinance 733, Rezoning of Kasperbauer

SYNOPSIS:

The City of Grimes has received a request to rezone approximately 3.2 acres of property, generally located south of NW 27th Street and west of James Street, located adjacent to the North Sports Complex.

The applicant, Roger and Patricia Kasperbauer, are requesting a rezoning to R-1 Single Family, which is consistent with the Future Land Use Plan, and adjoining zoning classifications. A concept plan, which identifies the future subdivision into 2 single family lots is included in your packet for reference.

Staff has also prepared a Zoning Change and Development Agreement. The agreement outlines certain expectations as it relates to use of property, access to infrastructure, easements and minimum standards for development.

The agreement also outlines that property owner shall cost share in the development of a project that will bring sewer to the property.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Set Public Hearing – City Council, 2/25/2020

Approve 1st Consideration – City Council, 3/24/2020

Approve 2nd Consideration – City Council, 2/14/2020

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning Commission, 3/3/2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the third consideration of Ordinance 733

Planning & Zoning Memo



TO: Planning and Zoning Commission
FROM: Alex Pfaltzgraff, Development Services Director
DATE: March 3, 2020
RE: Kasperbauer Rezoning

BACKGROUND:

The applicant is requesting approval of a rezoning from A-1 to R-1. Currently the property is located within unincorporated Polk County. The annexation process was initiated in January of 2020, and approved by the City Council on February 25, 2020. Following the approval, the request was submitted to the City Development Board, who will hear the case in April.

As such, staff has developed a schedule that will allow for the rezoning to be approved in April following the City Development Board decision.

ANALYSIS:

Zoning/Development Intent:

Following the annexation of property into Grimes, all properties are zoned A-1 Agriculture. The current A-1 regulations do not allow for the construction of a single-family dwelling upon any lot less than 10-acres in size, therefore a rezoning is required.

In this particular case, the applicant has indicated a desire to subdivide the approximately 3.28-acre property, into two single family lots, and one outlot for parkland dedication. The two single family lots are 1.45 and 1.37 acres in size, and the outlot for parkland dedication totals .46 acres. No street lot dedication is necessary as it was previously dedicated with the Town & Country Subdivision.

The future land use plan calls for this area to be Low Density Residential, which is consistent with the proposed development intent.

Utilities:

Water service is available along the north side of the property. Two water services will be tapped along the existing main and stubbed into the site.

Sanitary sewer is not currently available to the property; however, staff is evaluating a project to bring an 8" sanitary sewer main north from the sports complex to the subdivision. This will also serve an additional lot in the Town & County subdivision once they are ready to connect.

If it is determined that the sewer project is not feasible, the property may be served with septic systems until the sewer is within 100-feet of the property, per City Ordinance.

Access:

Access to the two lots will be managed in two ways. The western lot will have a new access out to NW 27th ST. It should be noted that there is an existing ingress/egress easement to the benefit of this parcel on the adjoining Town & Country lot. According to the applicant, the owner of the adjoining lot does not wish to share the driveway, and also states that are utility conflicts. It does appear that there is a hydrant located in the middle of the ingress/egress easement. Utilization of the drive would likely require the relocation of the hydrant.

The eastern lot is proposed to share access to the park road adjoining the property. The primary reason for this arrangement is to limit the number of driveways out to NW 27th St. Increased driveways will cause addition points of conflict and unnecessary friction.

Development Characteristics:

The applicant indicates that they are proposing to maintain the same or similar covenants as Town & Country. These are as follows:

1. Single Story Construction =1,600 square foot minimum. Multi-story Construction = 1,800 square foot minimum.
2. Minimum 2-car garage
3. All driveways shall be concrete.

Overall, the applicant intends to maintain a similar character for the development as the existing Town & Country subdivision.

A Zoning Change and Development Agreement will outline all of the prior mentioned particulars.

RECOMMENDATION:

Staff would recommend approval of the Kasperbauer Rezoning from A-1 to R-1.

CITY OF GRIMES

Alex Pfaltzgraff
Development Services Director



ORDINANCE #733

AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 165.47 TO PROVIDE FOR THE FOLLOWING REZONING REQUEST:

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 3.46 acres legally described on Exhibit A (the "Property") from A-1 (Agriculture) to R-1 (Single Family)

SECTION 2. ADDITIONAL ZONING RESTRICTIONS. As part of this Ordinance and the rezoning established herein, certain permanent conditions and restrictions are hereby imposed upon the Property, which conditions and restrictions are in addition to existing regulations for the R-1 Zoning Classification. Said restrictions are set forth in the Zoning Change and Development Agreement (the "Agreement") by and between the City of Grimes, Iowa, and JRL Development Group LLC. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Grimes, Iowa; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor. All such conditions and restrictions are established and such Agreement executed and entered into, pursuant to and in accordance with the provisions of Section 414.5 of the 2020 Code of Iowa, as amended.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council and approved by the City Council shall be approved.

ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

Exhibit A

Legal Description of Property

LOT 2, IN TOWN & COUNTRY, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S89°51'17"W ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 323.49 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S00°01'33"W ON SAID WEST LINE OF LOT 2 ALSO BEING THE EAST LINE OF PARCEL 2016-81 OF LOT 1 IN SAID TOWN AND COUNTRY PLAT, A DISTANCE OF 283.07 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2016-81; THENCE S00°08'28"E ON SAID WEST LINE OF LOT 2, A DISTANCE OF 216.79 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N89°50'56"E ON THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 135.78 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N43°23'01"E ON THE EAST LINE OF SAID LOT 2, A DISTANCE OF 270.90 FEET; THENCE N00°19'33"E ON THE EAST LINE OF SAID LOT 2, A DISTANCE OF 303.44 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 ALSO BEING THE POINT OF BEGINNING.

ZONING CHANGE AND DEVELOPMENT AGREEMENT

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2020, by and between the CITY OF GRIMES, IOWA, a municipal corporation (the "City") and JRL Development Group LLC., an Iowa limited liability company (referred to herein as "Property Owner") which includes in its terms all of the following including the WHEREAS provisions:

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

WHEREAS, the City and Property Owner now desire that the Property be rezoned from A-1 (Commercial District) to R-1 (Single Family District), prior to development in accordance with, and in consideration of, the provisions of this Agreement and Section 414.5 of the Iowa Code; and

WHEREAS, Property Owner and the City wish to set forth their agreements with respect to the conditions and restrictions which will arise with respect to the Property as a result of such rezoning and development.

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

1. Rezoning. This agreement is contingent on the Property being rezoned from A-1 (Commercial District) to R-1 (Single Family District) by the Grimes City Council as set forth in Exhibit A attached hereto.
2. Development Plan. The Property Owner has submitted the Development Plan in conjunction with the Property Owner's request for rezoning. A copy of the Development Plan is attached hereto as Exhibit B. The Property Owner agrees that the development of the property shall be generally consistent with the Development Plan and shall satisfy the following requirements.
 - (a) Platting of Lots. Property Owner agrees to obtain approval from the City of a final plat, which will subdivide all of the Property into lots and outlots (referred to herein individually as a "Lot" or collectively as the "Lots").
 - (b) Declaration of Covenants, Restrictions and Easements. The Property Owner shall, at the time of final platting, submit to the Grimes City Council for approval and subsequently record with the County recorder a declaration regarding the establishment of certain easements and the declaration of certain restrictions and covenants, including but not limited to, natural resource and open space

preservation requirements, specific house and site design criteria, and the responsibility for maintenance of various individual and common area amenities.

- (c) Access: Access to Lot 1 shall be permitted to NW 27th ST. Access to Lot 2 shall be permitted to the adjoining access road on Lot 3 of Town & Country Plat on the final plat.
 - (d) Easements. The Property Owner agrees to dedicate the following easements as shown on Exhibit B:
 - i) 30-Foot Sanitary Sewer Easement to the benefit of the City of Grimes
 - ii) 10-Foot Private Sanitary Sewer Service Easement to the benefit of Lot 2 of this Plat
 - iii) 10-Foot Private Sanitary Sewer Service Easement to the benefit of Lot 1 of Town and Country
 - (e) Restriction on Uses. Notwithstanding that the property is zoned R-1, the following uses of the Property or any portion thereof shall be permitted (terms defined in the City's Zoning Ordinance shall have the same meaning when used herein, unless defined otherwise in this Agreement):
 - i) Single Family Dwellings
 - (f) Minimum Standards. For the purpose of maintaining consistency with the adjoining development, the Property shall be subject to the terms outlined below:
 - i) Square Footage: Single story dwellings shall have a minimum square footage of no less than 1,600 square feet. Multi-story dwellings shall have a minimum square footage of no less than 1,800 square feet. For the purposes of calculating minimum square footage, only the above grade livable square footage shall be calculated. Garages, three season porches, covered porches, decks and basements shall not be utilized in the calculation of minimum square footage.
 - ii) Garages: All dwellings shall have a minimum 2-car garage attached.
 - iii) Driveways: All driveways shall be constructed out of Plain Cement Concrete (P.C.C.) in accordance with the City of Grimes Standards and Specifications.
3. Site Improvements/Requirements. Property Owner agrees that certain site improvements are required as part of the development of the Property, and that Property Owner is responsible for payment of any costs associated with the following improvements:
- (a) Trail: A minimum 8-foot wide multi-purpose recreation asphalt hard surface trail shall be constructed along the NW 27th ST frontage from property line to property

line. The trail shall be completed concurrently the construction of the single-family dwelling on the associated lot

- (b) Sanitary Sewer: The property owner shall be responsible for the connection and continuation of sanitary sewer service line from the public main, to the dwellings.
- (c) Water: The property owner shall be responsible for the connection and continuation of water service line from the public main, to the dwellings.
- (d) Parkland Dedication: The property agrees to dedicate parkland shown on the Exhibit B, totaling no less than .46 acres.

4. Development Fees.

- (a) Sanitary Sewer Construction. The Property Owner agrees to pay to the City \$15,000 for cost sharing in the sanitary sewer project. The payment shall be due within 30 days upon award of the sanitary sewer project.
- (b) Water Connection and Tapping Charge. At the time of each building permit approval, the Property Owner agrees to pay a connection fee to the City \$500.00 per dwelling.
- (c) Sewer Connection and Tapping Charge. At the time of each building permit approval, the Property Owner agrees to pay a connection fee to the City \$3,250.00 per dwelling.

5. Security; Lien Rights of City. In the event that the City makes any payments or incurs any costs in connection with the Site Improvements specified in paragraph 3, which Property Owner has agreed are Property Owner's financial responsibility, Property Owner hereby agrees that the City shall have a lien on the Property in the amount paid by the City. Such lien by the City shall be released by written instrument recorded upon payment in full of the amount of the lien. In the event that such a lien is filed by the City, the parties agree that the Property subject to such lien shall not be further platted or divided and no building or occupancy permits shall issue until such lien is satisfied.

6. Binding Personal Obligation and Assignment. The parties hereby acknowledge that the security provided for in this Agreement is not the exclusive remedy available to the City. The obligations of the Property Owner hereunder are personal. In addition to the lien rights described in this Agreement, the City shall have all remedies available to it at law or in equity under the laws of the State of Iowa. The personal obligations of the Property Owner shall not be assignable, and the parties shall not be released from the obligations hereunder by virtue of such assignment, unless prior written approval of such assignment and release is given to the City. In the event that Property Owner sells a lot to a new owner, the obligations under this agreement are assigned to the purchaser.

7. Warranty of Title. Property Owner hereby warrants to the City that Property Owner is the sole owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.
8. Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto, and all of the terms and conditions of this Agreement shall constitute conditions, covenants and restrictions running with the land in perpetuity for the Property; provided, however, upon the Petition of the then owner of the Property or any portion thereof, the parties hereto agree that the terms of the ordinances of the City of Grimes and the laws of the statutes and courts of the State of Iowa governing rezoning shall control the change in such zoning as to the property owned by the person so petitioning.
9. Effective. This Agreement will take effect on the date in which both the rezoning referenced in paragraph 1 and this Agreement have been approved by the Grimes City Council and signed by the Mayor. In the event the Grimes City Council does not approve said zoning change, this Agreement shall be null and void.
10. Recording. This Agreement shall be recorded with the Polk County, Iowa, Recorder, as an exhibit to the ordinance rezoning the Property and shall constitute a valid and effective agreement pursuant to the terms and conditions of Section 414.5 of the Iowa Code.

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

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

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 2020, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa
My Commission expires _____

PROPERTY OWNER:

JRL Development Group LLC

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Notary Public in and for the
State of _____
My Commission expires _____

Exhibit A

Legal Description of Property

LOT 2, IN TOWN & COUNTRY, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

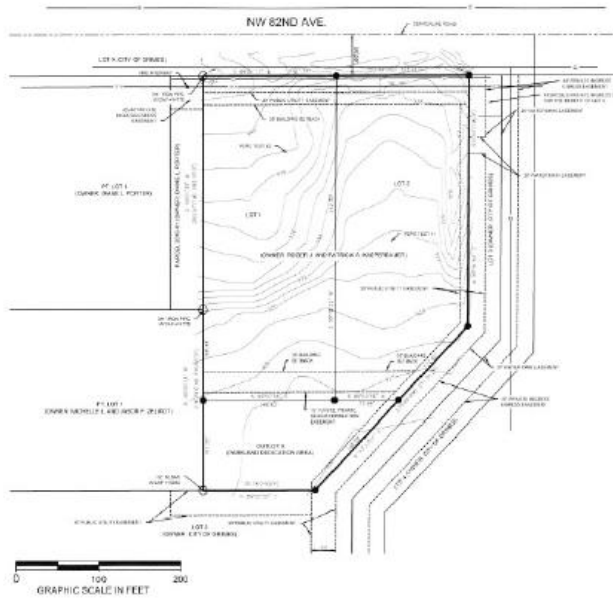
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S89°51'17"W ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 323.49 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S00°01'33"W ON SAID WEST LINE OF LOT 2 ALSO BEING THE EAST LINE OF PARCEL 2016-81 OF LOT 1 IN SAID TOWN AND COUNTRY PLAT, A DISTANCE OF 283.07 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2016-81; THENCE S00°08'28"E ON SAID WEST LINE OF LOT 2, A DISTANCE OF 216.79 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N89°50'56"E ON THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 135.78 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N43°23'01"E ON THE EAST LINE OF SAID LOT 2, A DISTANCE OF 270.90 FEET; THENCE N00°19'33"E ON THE EAST LINE OF SAID LOT 2,

A DISTANCE OF 303.44 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 ALSO BEING THE POINT OF BEGINNING.

Exhibit B

Development Plan

Rezoning Concept Plan



OWNER:

ROGER J. AND PATRICIA A. KASPERBAUER
301 SW MAPLEWOOD DR.
GRIMES, IOWA 50111

DEVELOPER:

JRL DEVELOPMENT GROUP, LLC
5001 NW 15TH COURT
GRANDVIEW, IOWA 50118

ZONING:

CURRENT ZONING= ESTATE RESIDENTIAL DISTRICT (POLK COUNTY ZONING)

PROPOSED ZONING= R1 SINGLE FAMILY DWELLING DISTRICT (CITY OF GRIMES)

BULK REGULATIONS
FRONT YARD: 35' REAR YARD: 35' SIDE YARD: 1-1/2 STORY: 7'14"
2-3 STORY: 10'00"

AREA OF PROPERTY:

3.28 ACRES TOTAL

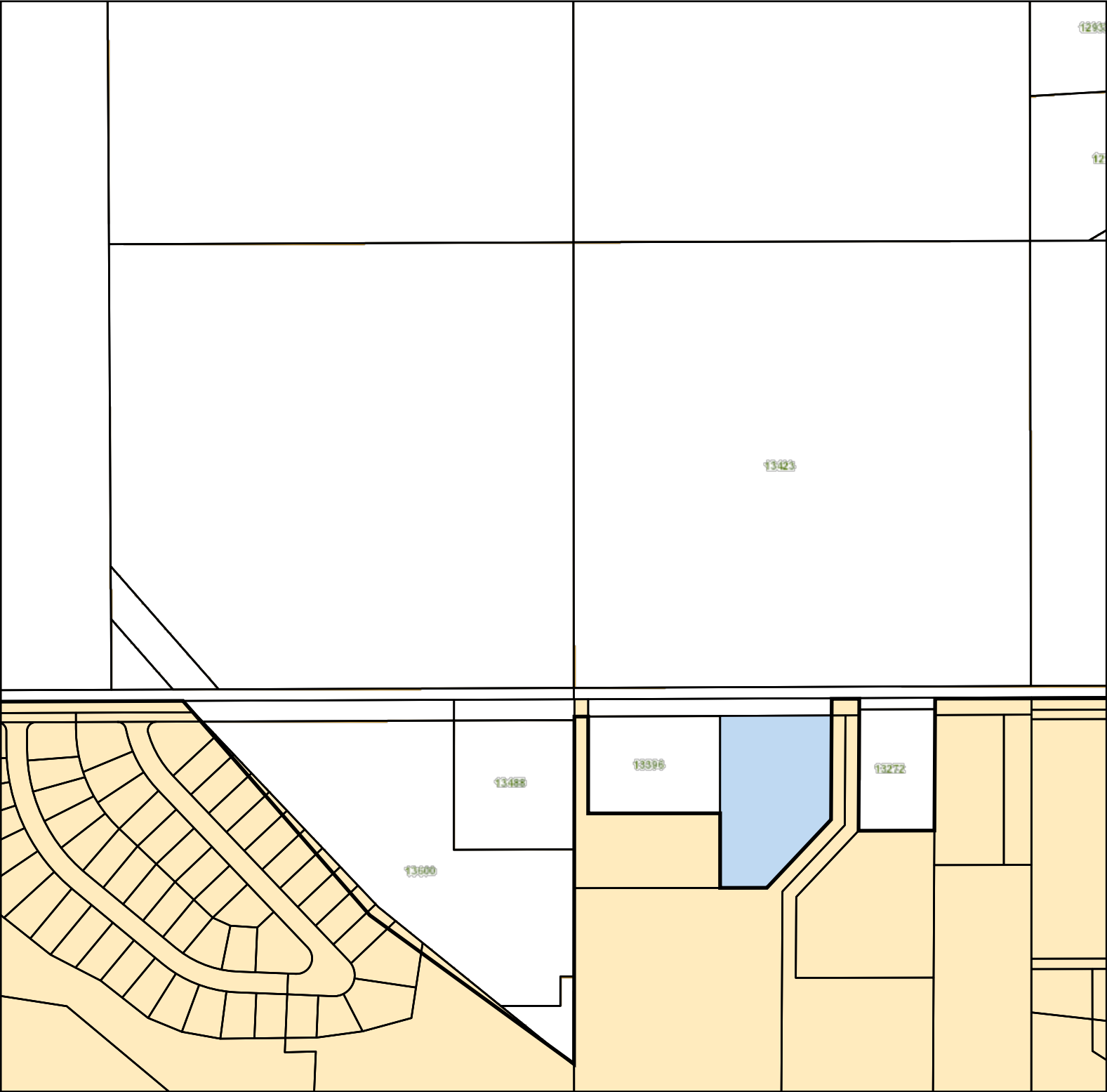
LOT 1= 1.45 ACRES TOTAL (SINGLE FAMILY)

LOT 2= 1.37 ACRES TOTAL (SINGLE FAMILY)

OUTLOT X= 0.46 ACRES TOTAL (PARK)

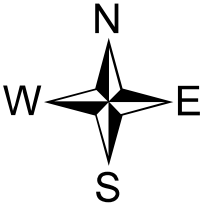

**13376 NW
82nd Ave**

Exhibit B

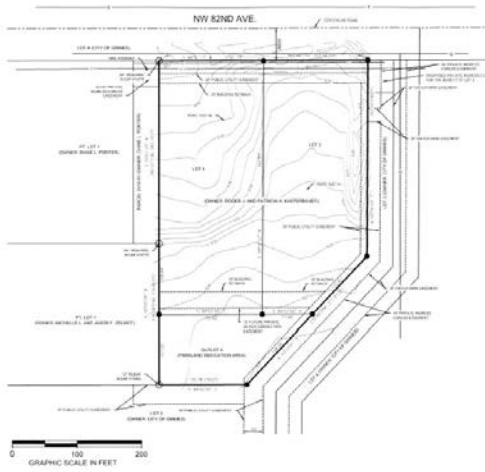


- ■ Corp Limits - Grimes
- Parcels - Grimes
- Parcels - Polk County
- Corp Limits - Grimes
- Kasperbauer

0 0.07 0.15 0.3 Miles



Rezoning Concept Plan



OWNER:
ROGER J. AND PATRICIA A. KASPERBAUER
201 SW MAPLEWOOD DR.
GRIMES, IOWA 50541

DEVELOPER:
JPL DEVELOPMENT GROUP, LLC
6860 NW 115TH COURT
GRANDVIEW, IOWA 50338

**13376 NW
82nd Ave**

ZONING:
CURRENT ZONING: ESTATE RESIDENTIAL DISTRICT (POLK COUNTY ZONING)
PROPOSED ZONING: R1 SINGLE FAMILY DWELLING DISTRICT (CITY OF GRIMES)
RUR REGULATIONS:
FRONT YARD: 35' REAR YARD: 35' SIDE YARD: 5-10 STORIES: 2-3
2-3 STORIES: 10-12'

ADJACENT PROPERTIES:
3.28 ACRES TOTAL
LOT 14: 1.45 ACRES TOTAL (SINGLE FAMILY)
LOT 15: 1.17 ACRES TOTAL (SINGLE FAMILY)
OUTLOT 14: 0.45 ACRES TOTAL (SPARK)



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

AGENDA MEMO

Item No. April 28, 2020

AGENDA HEADING:

Kyler Kiner Memorial Plat 1 – Preliminary Plat

SYNOPSIS:

The applicant is requesting approval of a preliminary plat, which will allow for the subdivision of the approximately 3.28-acre property, into two single-family lots, and one outlot for parkland dedication. The two single family lots are 1.41 and 1.34 acres in size, and the outlot for parkland dedication totals 0.46 acres. The purpose of the parkland dedication is to allow Public Works to address some drainage issues in the North Sports Complex.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Annexation, 2/25/2020

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 04/07/2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Preliminary Plat for Kyler Kiner Memorial Plat 1

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: April 7, 2020
RE: Kyler Kiner Memorial Plat 1 – Preliminary Plat

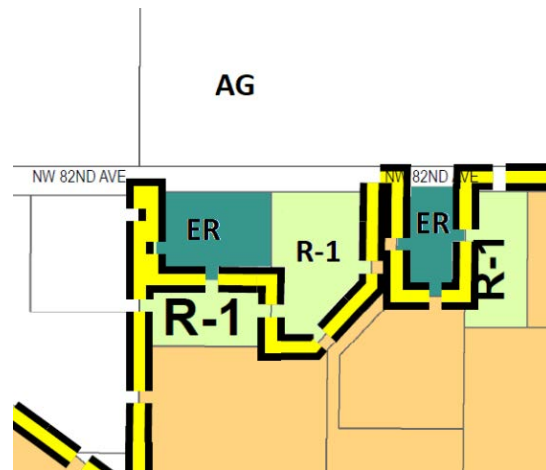
GENERAL INFORMATION:

Applicant:	JRL Development Group, LLC
Requested Action	Preliminary Plat
Location	13376 NW 82 nd Avenue

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Low Density Residential	A-1
North	Vacant/Residential	Agricultural (Polk County)	Agricultural (Polk County)
South	Park	Park	Park
East	Residential	Estate (Polk County)	Estate Residential (Polk County)
West	Residential	Estate (Polk County)	Estate Residential (Polk County)

BACKGROUND:

The subject property is currently in the process of being rezoned from A-1 to R-1 and is expected to be approved by Council on April 28th. As part of the typical development process, the applicant is now requesting approval of a preliminary plat, which will allow for the future subdivision of the approximately 3.28-acre property, into two single-family lots, and one outlot for parkland dedication. The two single family lots are 1.41 and 1.34 acres in size, and the outlot for parkland dedication totals 0.46 acres. The purpose of the parkland dedication is to allow Public Works to address some drainage issues in the North Sports Complex.

ANALYSIS:

A conceptual layout is shown for the preliminary plat. Access to Lot 1 will be from NW 82nd Avenue/NW 27th Street. A 40' by 50' ingress/egress easement is proposed to grant access for Lot 2 from the existing North Sports Complex entrance drive to the east to limit the number of driveways on NW 27th Street.

An 8' trail is proposed to be constructed along NW 27th Street.

Water service is available along the north side of the property. Two water services will be tapped along the existing main and stubbed into the site.

Sanitary sewer is not currently available to the property; however, staff is evaluating a project to bring an 8" sanitary sewer main north from the sports complex to the subdivision. This will also serve an additional lot in the Town & County subdivision once they are ready to connect. If it is determined that the sewer project is not feasible, the property may be served with septic systems until the sewer is within 100-feet of the property, per City Ordinance.

STAFF RECOMMENDATION:

Staff would recommend approval of the preliminary plat for Kyler Kiner Memorial Plat 1, subject to any remaining staff comments.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~March 3, 2020~~
March 19, 2020

JRL Development Group, LLC

Attn: Luke Wanninger

9960 NW 119th Ct

Granger, IA 50109

RE: Kyler Kiner Memorial Plat 1 Preliminary Plat

Dear Mr. Wanninger:

The Development Services Department is in receipt of a proposed Preliminary Plat for the Kyler Kiner Memorial Plat 1. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. The vicinity sketch doesn't show up, please add.~~
- ~~2. Identify the area of the private ingress egress easement for Lot 2 with striping. Include the dimensions of the area.~~
- ~~3. Identify the ingress egress easement on the property to the west of Lot 1 with striping.~~
- ~~4. At the southwest corner of Lot 1, show a 30' by 30' public sanitary sewer easement (See attached sketch).~~
- ~~5. On the western property line of Lot 1, show a 10' wide private sanitary sewer easement and extend at least 10' north of the southern property line of the Porter property (See attached sketch).~~
- ~~6. Remove the 10' future private sewer connection easement on Lot 2 (See attached sketch).~~
- ~~7. Under General Notes, Revise note #3 to read "Any building improvement of storm water discharge will be to the south a minimum of 10' from the property line".~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:

February 24, 2020

(1 PDF of Preliminary Plat)

PLANNING & ZONING: April 7, 2020 at 5:30 at the Grimes City Hall

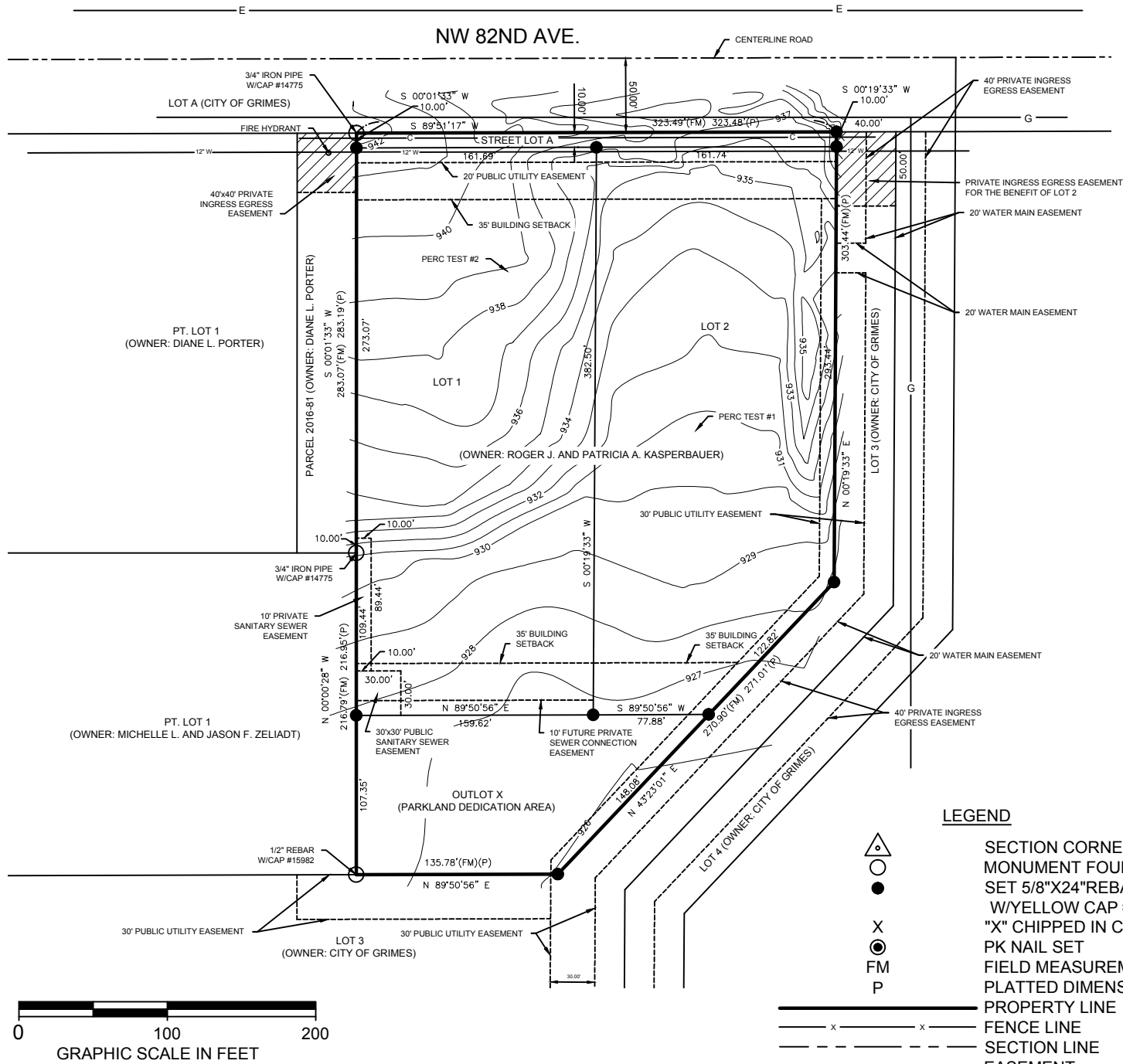
COUNCIL MEETING: April 28, 2020 at 5:30 at the Grimes City Hall

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

PRELIMINARY PLAT
KYLER KINER MEMORIAL PLAT 1



LEGEND

- SECTION CORNER MONUMENT FOUND SET 5/8"X24"REBAR W/YELLOW CAP #22850
- "X" CHIPPED IN CONC
- PK NAIL SET
- FIELD MEASUREMENT
- PLATTED DIMENSION
- PROPERTY LINE
- FENCE LINE
- SECTION LINE
- EASEMENT
- SANIATARY SEWER
- STORM SEWER
- WATER
- CABLE
- GAS
- EASEMENT AREA

NOTE: ALL BEARINGS ARE ASSUMED

CENTRAL IOWA SURVEYING, LLC
P.O. BOX 67 JEFFERSON, IOWA 50129
PHONE (515) 370-2399 EMAIL rbills@centraliowasurveying.com

PREPARED BY:

CENTRAL IOWA SURVEYING LLC
P.O. BOX 67
JEFFERSON, IOWA 50129

OWNER:

ROGER J. AND PATRICIA A. KASPERBAUER
301 SW MAPELWOOD DR.
GRIMES, IOWA 50111

DEVELOPER:

JRL DEVELOPMENT GROUP, LLC
9960 NW 119TH COURT
GRANGER, IOWA 50109

LEGAL DESCRIPTION:

KYLER KINER MEMORIAL PLAT 1, LOCATED IN ALL OF LOT 2, IN TOWN & COUNTRY, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S89°51'17"W ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 323.49 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S00°01'33"W ON SAID WEST LINE OF LOT 2 ALSO BEING THE EAST LINE OF PARCEL 2016-81 OF LOT 1 IN SAID TOWN AND COUNTRY PLAT, A DISTANCE OF 283.07 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2016-81; THENCE S00°08'28"E ON SAID WEST LINE OF LOT 2, A DISTANCE OF 216.79 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N89°50'56"E ON THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 135.78 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N43°23'01"E ON THE EAST LINE OF SAID LOT 2, A DISTANCE OF 270.90 FEET; THENCE N00°19'33"E ON THE EAST LINE OF SAID LOT 2, A DISTANCE OF 303.44 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 ALSO BEING THE POINT OF BEGINNING.

DATE OF SURVEY:

JANUARY 2020

ZONING:

CURRENT ZONING= ESTATE RESIDENTIAL DISTRICT (POLK COUNTY ZONING)

PROPOSED ZONING= R1 SINGLE FAMILY DWELLING DISTRICT (CITY OF GRIMES)
BULK REGULATIONS:
FRONT YARD: 35' REAR YARD: 35' SIDE YARD: 1-1/2 STORY= 7'/14'
2-3 STORY= 10'/20'

AREA OF PROPERTY:

3.28 ACRES TOTAL
LOT 1= 1.41 ACRES TOTAL (SINGLE FAMILY)
LOT 2= 1.34 ACRES TOTAL (SINGLE FAMILY)
OUTLOT X= 0.46 ACRES TOTAL (PARK)
STREET LOT A= 0.07 ACRES TOTAL

FEMA FLOOD ZONE:

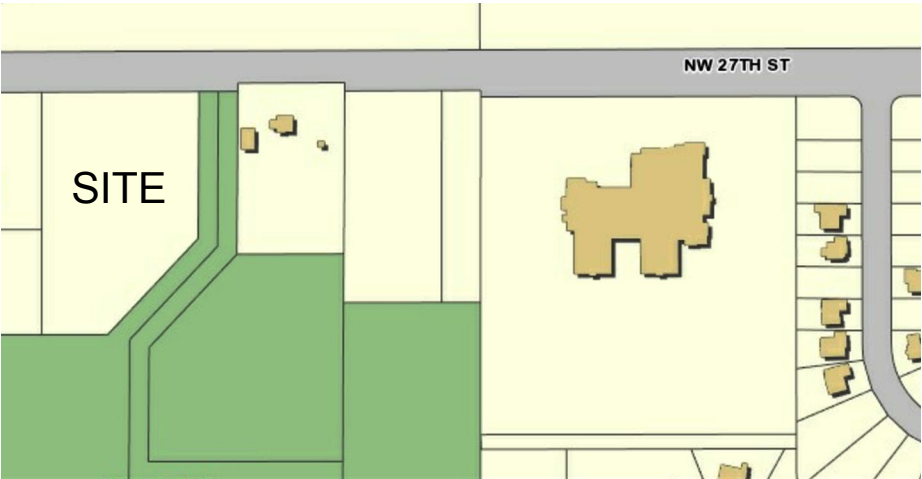
MAP # 19153C0160F EFFECTIVE DATE: 02/01/2019 ZONE: X

GENERAL NOTES:

UTILITIES SHOWN ON THIS MAP ARE APPROXIMATE ONLY AND IOWA ONE CALL SHALL BE NOTIFIED PRIOR TO ANY DIGGING OR CONSTRUCTION.

PROPERTY IS SUBJECT TO AN AGREEMENT REGARDING FUTURE PUBLIC UTILITY CONNECTIONS.

ANY BUILDING IMPROVEMENT OF STORM WATER DISCHARGE WILL BE TO THE SOUTH A MINIMUM OF 10 FEET FROM THE PROPERTY LINE.



VICINITY MAP SCALE 1"=400'



I hereby certify that this engineering document and the related engineering work was performed by me or under my direct personal supervision and that I am a duly licensed Engineer under the laws of the State of Iowa.

Signature: _____ Date: _____
Cody F. Forch

License number #22843
My license renewal date is Dec. 31, 2020
Pages or sheets covered by this seal: 1

I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signature: _____ Date: _____
Robert B. Bills

License number #22850
My license renewal date is Dec. 31, 2020
Pages or sheets covered by this seal: 1

FIELD WORK DATE: 01/2020

PAGE: 1/1

JOB # 20A01



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

AGENDA MEMO

Item No. April 28, 2020

AGENDA HEADING:

Resolution Approving Final Plat – Kyler Kiner Memorial Plat 1

SYNOPSIS:

The applicant is requesting approval of a final plat, which will allow for the subdivision of the approximately 3.28-acre property, into two single-family lots, and one outlot for parkland dedication. The two single family lots are 1.41 and 1.34 acres in size, and the outlot for parkland dedication totals 0.46 acres. The purpose of the parkland dedication is to allow Public Works to address some drainage issues in the North Sports Complex.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Annexation, 2/25/2020

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 04/07/2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution Approving Final Plat for Kyler Kiner Memorial Plat 1

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: April 7, 2020
RE: Kyler Kiner Memorial Plat 1 – Final Plat

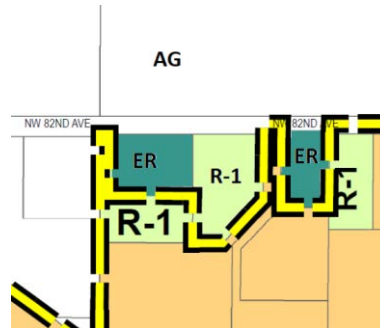
GENERAL INFORMATION:

Applicant:	JRL Development Group, LLC
Requested Action	Final Plat
Location	13376 NW 82 nd Avenue

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Low Density Residential	R-1
North	Vacant/Residential	Agricultural (Polk County)	Agricultural (Polk County)
South	Park	Park	Park
East	Residential	Estate (Polk County)	Estate Residential (Polk County)
West	Residential	Estate (Polk County)	Estate Residential (Polk County)

BACKGROUND:

The applicant is requesting approval of a final plat, which will allow for the subdivision of the approximately 3.28-acre property, into two single-family lots, and one outlot for parkland dedication. The two single family lots are 1.41 and 1.34 acres in size, and the outlot for parkland dedication totals 0.46 acres. The purpose of the parkland dedication is to allow Public Works to address some drainage issues in the North Sports Complex.

ANALYSIS:

The layout shown for the final plat is consistent with the preliminary plat.

Access to Lot 1 will be from NW 82nd Avenue/NW 37th Street. A 40' by 50' ingress/egress easement is proposed to grant access for Lot 2 from the existing North Sports Complex entrance drive to the east to limit the number of driveways on NW 37th Street.

An 8' trail is proposed to be constructed along NW 37th Street.

Water service is available along the north side of the property. Two water services will be tapped along the existing main and stubbed into the site.

Sanitary sewer is not currently available to the property; however, staff is evaluating a project to bring an 8" sanitary sewer main north from the sports complex to the subdivision. This will also serve an additional lot in the Town & County subdivision once they are ready to connect. If it is determined that the sewer project is not feasible, the property may be served with septic systems until the sewer is within 100-feet of the property, per City Ordinance.

STAFF RECOMMENDATION:

Staff would recommend approval of the final plat for Kyler Kiner Memorial Plat 1, subject to any remaining staff comments and submittal of all required legal documents.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~March 3, 2020~~

March 19, 2020

JRL Development Group, LLC

Attn: Luke Wanninger

9960 NW 119th Ct

Granger, IA 50109

RE: Kyler Kiner Memorial Plat 1 Final Plat

Dear Mr. Wanninger:

The Development Services Department is in receipt of a proposed Final Plat for Kyler Kiner Memorial Plat 1. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Identify the area of the private ingress egress easement for Lot 2 with striping. Include the dimensions of the area.~~
- ~~2. Identify the ingress egress easement on the property to the west of Lot 1 with striping.~~
- ~~3. At the southwest corner of Lot 1, show a 30' by 30' public sanitary sewer easement (See attached sketch).~~
- ~~4. On the western property line of Lot 1, show a 10' wide private sanitary sewer easement and extend at least 10' north of the southern property line of the Porter property (See attached sketch).~~
- ~~5. Remove the 10' future private sewer connection easement on Lot 2 (See attached sketch).~~

Legal Comments:

1. The following legal documents need to be provided for review:
 - Consent(s) to Plat (proprietor and mortgagee)
 - Treasure's Certificate
 - County Subdivision Name Approval
 - Easement (documents)
 - Warranty Deed, Ground Water Hazard Statement and Declaration of Value for the parkland dedication
2. A copy of the Declaration of Covenants, Restrictions and Easements will need to be provided for review.

3. A copy of the executed Mid-American Energy electric and Black Hills gas distribution agreement will need to be provided.

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

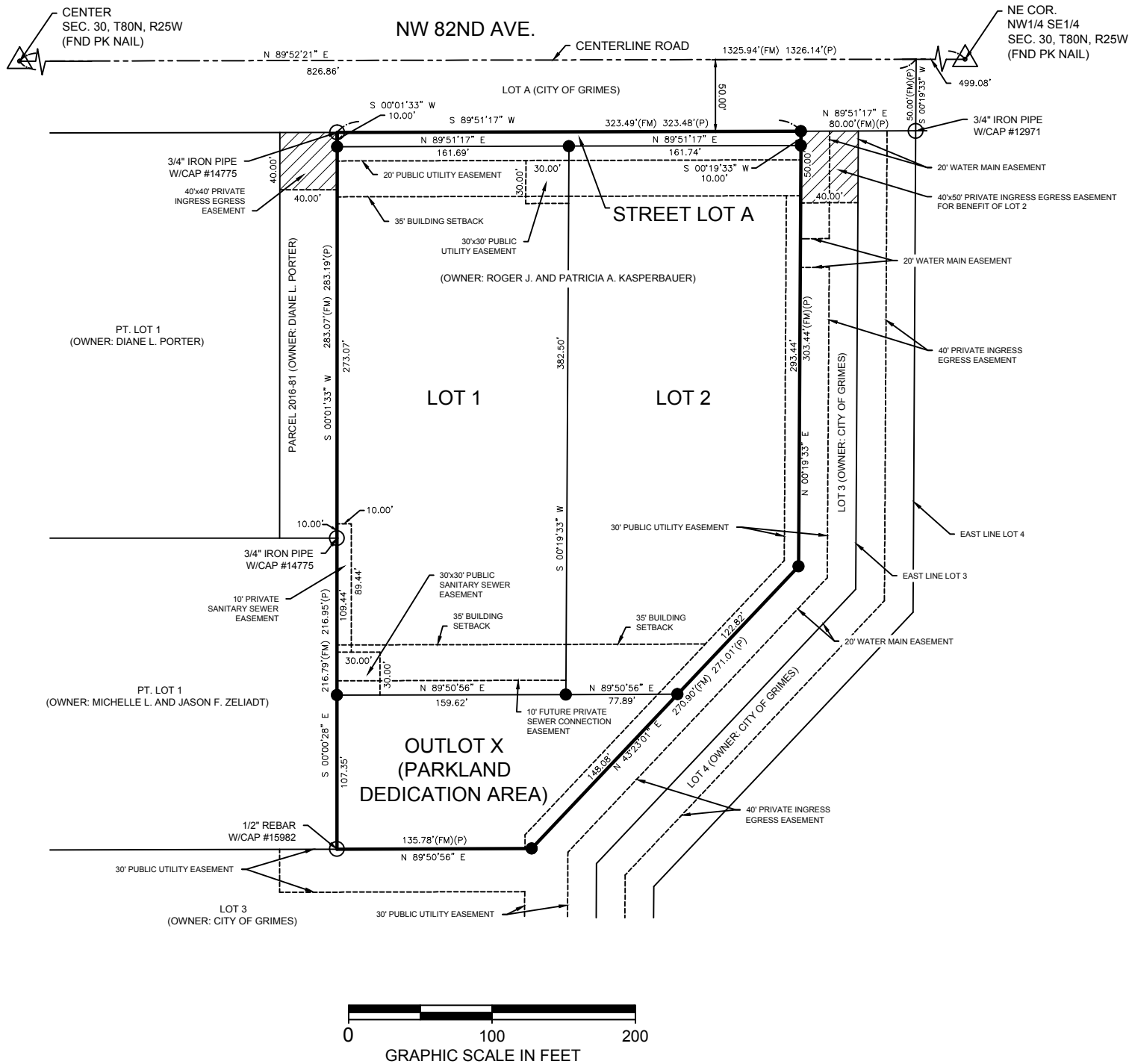
SUBMITTAL DATE:	February 24, 2020 (1 PDF of Final Plat and Legal Documents)
PLANNING & ZONING:	April 7, 2020 at 5:30 at the Grimes City Hall
COUNCIL MEETING:	April 28, 2020 at 5:30 at the Grimes City Hall

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

KYLER KINER MEMORIAL PLAT 1
FINAL PLAT



SURVEYOR:

CENTRAL IOWA SURVEYING LLC
P.O. BOX 67
JEFFERSON, IOWA 50129

OWNER:

JRL DEVELOPMENT GROUP, LLC
9960 NW 119TH COURT
GRANGER, IOWA 50109

DEVELOPER:

JRL DEVELOPMENT GROUP, LLC
9960 NW 119TH COURT
GRANGER, IOWA 50109

LEGAL DESCRIPTION:

KYLER KINER MEMORIAL PLAT 1, LOCATED IN ALL OF LOT 2, IN TOWN & COUNTRY, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S89°51'17"W ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 323.49 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S00°01'33"W ON SAID WEST LINE OF LOT 2 ALSO BEING THE EAST LINE OF PARCEL 2016-81 OF LOT 1 IN SAID TOWN AND COUNTRY PLAT, A DISTANCE OF 283.07 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2016-81; THENCE S00°08'28"E ON SAID WEST LINE OF LOT 2, A DISTANCE OF 216.79 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N89°50'56"E ON THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 135.78 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N43°23'01"E ON THE EAST LINE OF SAID LOT 2, A DISTANCE OF 270.90 FEET; THENCE N00°19'33"E ON THE EAST LINE OF SAID LOT 2, A DISTANCE OF 303.44 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 ALSO BEING THE POINT OF BEGINNING.

DATE OF SURVEY:

JANUARY 2020

ZONING:

CURRENT ZONING= ESTATE RESIDENTIAL DISTRICT (POLK COUNTY ZONING)

PROPOSED ZONING= R1 SINGLE FAMILY DWELLING DISTRICT (CITY OF GRIMES)

BULK REGULATIONS:
FRONT YARD: 35' REAR YARD: 35' SIDE YARD: 1-1/2 STORY= 7'/14'
2-3 STORY= 10'/20'

AREA OF PROPERTY:

3.28 ACRES TOTAL

LOT 1= 1.41 ACRES TOTAL (SINGLE FAMILY)

LOT 2= 1.34 ACRES TOTAL (SINGLE FAMILY)

OUTLOT X= 0.46 ACRES TOTAL (PARK)

STREET LOT A= 0.07 ACRES TOTAL

NOTES:

OUTLOT X SHALL BE DEDICATED TO THE CITY OF GRIMES TO SATISFY PARKLAND REQUIREMENTS.

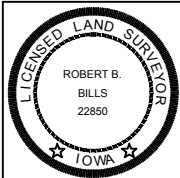
STREET LOT A SHALL BE DEDICATED TO THE CITY OF GRIMES FOR STREET RIGHT OF WAY.

A 40'x50' PRIVATE INGRESS EGRESS EASEMENT IS LOCATED IN THE NORTHEAST CORNER OF LOT 3 FOR THE BENEFIT OF LOT 2.

LEGEND

	SECTION CORNER MONUMENT FOUND
	SET 5/8"X24"REBAR W/YELLOW CAP #22850
	"X" CHIPPED IN CONC
	PK NAIL SET
	FIELD MEASUREMENT
	PLATTED DIMENSION
	PROPERTY LINE
	FENCE LINE
	SECTION LINE
	EASEMENT
	SANIATARY SEWER
	STORM SEWER
	WATER
	CABLE
	GAS

NOTE: ALL BEARINGS ARE ASSUMED



I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signature _____ Date _____
Robert B. Bills

License number #22850
My license renewal date is Dec, 31, 2020
Pages or sheets covered by this seal: 1

FIELD WORK DATE: 01/2020

CENTRAL IOWA SURVEYING, LLC
P.O. BOX 67 JEFFERSON, IOWA 50129
PHONE (515) 370-2399 EMAIL rbills@centraliowasurveying.com

KYLER KINER MEMORIAL PLAT 1
FINAL PLAT

PAGE: 1/1

JOB # 20A01

RESOLUTION NO. _____

RESOLUTION APPROVING FINAL PLAT OF KYLER KINER MEMORIAL PLAT 1 AND
CERTAIN RELATED AGREEMENTS AND EASEMENTS

WHEREAS, the preliminary plat and accompanying materials for Kyler Kiner Memorial Plat 1 , an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa (the "Plat"), have been filed with the City Clerk of the City of Grimes, Iowa, by JRL Dev. Group, LLC, (the "Developer"); and

WHEREAS, approval of the preliminary plat of the Plat has previously been given by the Grimes City Council at a regular meeting thereof; and

WHEREAS, the Developer has requested final approval of the Plat; and

WHEREAS, the Grimes Planning and Zoning Commission has recommended that the Plat be approved; and

WHEREAS, the Developer has submitted to the City of Grimes a Warranty Deed for future right of way within the Plat; and

WHEREAS, the Developer has filed with the City of Grimes a Declaration of Residential Covenants, Conditions, and Restrictions for the Plat to be recorded with the final plat thereof; and

WHEREAS, the plat of Kyler Kiner Memorial Plat 1 and the documents relating thereto comply in all other respects with the City of Grimes's Subdivision Ordinance.

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

That the plat of Kyler Kiner Memorial Plat 1 be and the same is hereby accepted and approved by the City Council of the City of Grimes.

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the following additional easements to be filed with the Plat:

1. Public Utility Easement
2. Sanitary Sewer Easement
3. Private Easement for Sanitary Sewer Line – 1
4. Private Easement for Sanitary Sewer Line – 2

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the Street Warranty Deed.

BE IT FURTHER RESOLVED, that the required sidewalk trail within the Plat is not now constructed, provided, however, that in no event shall a certificate of occupancy be issued on a lot within the Plat until all sidewalks on such lot that are required by the Plat are constructed. Issuance of the certificate of occupancy shall constitute the City's acceptance of such sidewalk trail.

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the Declaration of Residential Covenants, Conditions, and Restrictions for the Plat and the City Clerk is directed to file such Covenants with the Plat.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute all easement and other agreements, and file the final plat of Kyler Kiner Memorial Plat 1, as well as any other documents related thereto, with the Polk County Recorder.

PASSED AND APPROVED this ____ day of _____, 2020.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

Item No. April 28, 2020

AGENDA HEADING:

Resolution Setting Public Hearing – Granting an Ingress Egress Easement

SYNOPSIS:

With the approval of the Final Plat for Kyler Kiner Memorial Plat 1, staff is suggesting that the City grant an easement to JRL Dev, LLC for the use of an ingress/egress easement. The easement would allow for a driveway access to the North Sports Complex Park Road.

In doing so, this will remove the need for a driveway out to NW 27th, thus reducing any potential conflicts and unnecessary friction along the roadway.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Final Plat, 04/28/2020

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution Setting Public Hearing

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING FOR APPROVAL OF PROPOSAL
TO GRANT TO JRL DEV LLC., AN EASEMENT OVER CITY PROPERTY FOR
INGRESS/EGRESS.

WHEREAS, JRL DEV, LLC ("JRL") has requested approval of a Preliminary Plat and Final Plat to allow for the construction of two single family dwellings located along NW 27th ST, west of the North Sports Complex.

WHEREAS, the Preliminary Plat shows the installation of a future driveway connection onto property owned by the City of Grimes as legally described on the attached Exhibit A.

WHEREAS, the City desires to grant to an easement for ingress/egress, provided that JRL agrees to maintain such improvements.

WHEREAS, pursuant to Iowa Code Section 364.7, the City may not dispose of an interest in real property except in accordance with the notice and public hearing requirements set forth therein.

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

1. That a public hearing be held by the Grimes City Council on the proposed resolution approving the grant of an easement for Ingress/Egress to JRL DEV, LLC, at the Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, at 5:30 p.m. on the 12th day of May, 2020, at which time the City Council will consider any objections to the proposed easements and will hear all interested persons. The City Clerk is hereby authorized and instructed to give Notice of said public hearing, as required by law.

PASSED AND APPROVED THIS ____ of _____. 2020.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

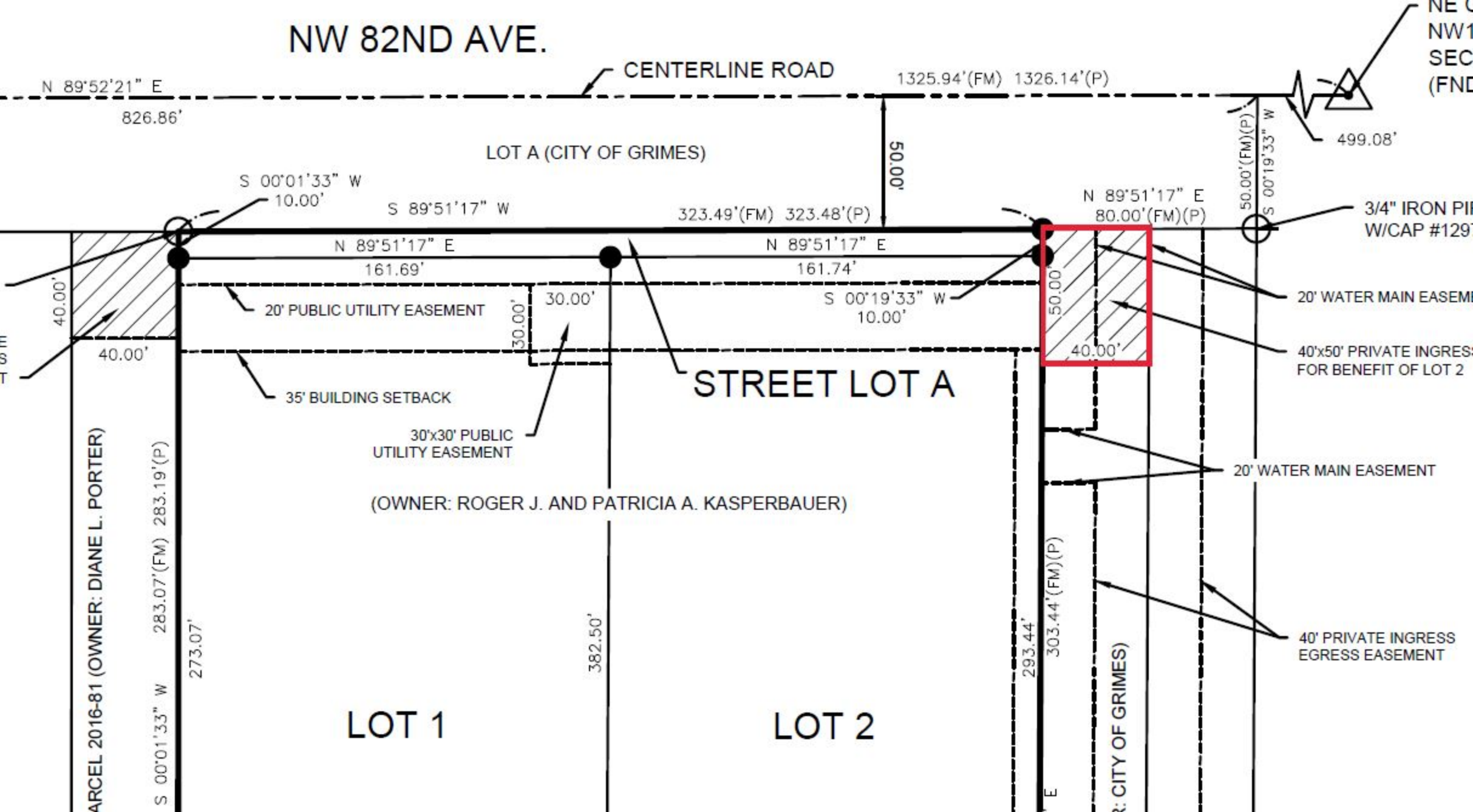
ATTEST:

Rochelle Williams, City Clerk

Exhibit A

TOWN & COUNTRY, LOT 3

NW 82ND AVE.





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

AGENDA MEMO

For Meeting of April 28, 2020

AGENDA HEADING:

M-Keds Home Place Plat 1, Lot 2 – Site Plan

SYNOPSIS:

The applicant is requesting approval of the site plan for M-Keds Home Place Plat 1, Lot 2 which consists of two buildings at approximately 24,000 square feet each.

The property is located within Zone 2 of the Highway 141 Mixed Use Development Corridor District.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Final Plat - 2006

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 04/07/2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Site Plan for M-Keds Home Place Plat 1, Lot 2, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: April 7, 2020
RE: M-Keds Home Place Plat 1, Lot 2 – Site Plan

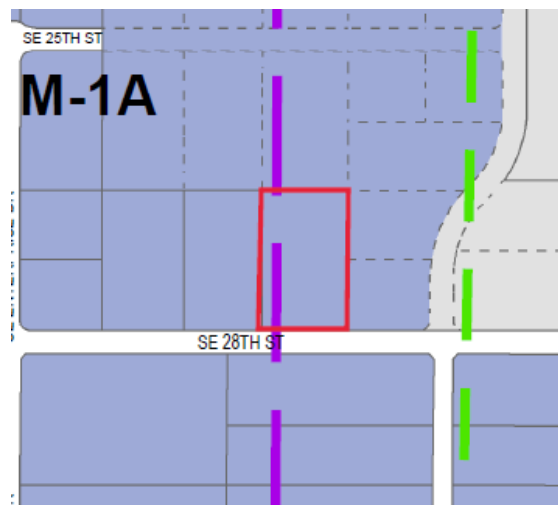
GENERAL INFORMATION:

Applicant:	HD Commercial, LLC
Requested Action	Site Plan
Location	1405 SE 28 th Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Light Industrial	M-1A
North	Vacant	Light Industrial	M-1A
South	Light Industrial	Business Parks	M-1A
East	Vacant	Light Industrial	M-1A
West	Light Industrial	Light Industrial	M-1A

BACKGROUND:

The applicant is requesting approval of the site plan for M-Keds Home Place Plat 1, Lot 2 which consists of two buildings at approximately 24,000 square feet each.

The property is located within Zone 2 of the Highway 141 Mixed Use Development Corridor District.

ANALYSIS:

Building/Elevations:

The façade is proposed to be principally constructed of stone with fiber cement siding. The remainder of the building will be constructed of two different colors of commercial steel. The building also includes a slanted roof, vertical and horizontal elements, and an awning. The building appears to meet all of the minimum architectural standards within the HWY 141 Zone 2 Overlay.

Site Layout:

The two buildings are situated along the eastern and western property lines. Parking is provided between the buildings and along the northern property line. Access to the property is from the south off of SE 28th Street. Two detention basins are located along the frontage.

There is no dumpster enclosure onsite. Trash is to be collected and stored within the individual units.

One pole mounted light fixture is proposed at the driveway and wallpack lights are proposed on the interior of the site. Uplighting will be placed on the front façade along SE 28th Street.

A Petition Waiver will be in place to cover future sidewalk installation along SE 28th Street.

Parking:

The site provides 27 parking spaces, two of which are handicap spaces, and exceeds the minimum spaces required.

Landscaping/Streetscape:

The site meets the minimum required number of plantings for the Highway 141 Mixed Use Development Corridor District. A majority of the landscaping is provided along the project frontage and the building frontage; however, some landscaping material is provided on the north side of the lot. ▸

Utilities:

Sanitary sewer access is provided from an existing 8" sewer running along the north side of SE 28th Street. A new public 6" sewer will be constructed from the existing line and run north under the drive aisle between the buildings. A sand and oil separator is proposed within the main drive between the buildings for future tenants as needed.

Water is provided from an existing 10" main on the south side of SE 28th Street. A new public 8" water main will be constructed along north from the existing line to the buildings. The buildings are proposed to be fitted with a fire suppression system, therefore the appropriate FDC and fire hydrant spacing is shown.

Storm water detention is being handled via two detention basins along the south side of the property. ▸

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for M-Keds Home Place Plat 1, Lot 2 Site Plan, subject to any remaining staff comments.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~March 4, 2020~~

~~March 19, 2020~~

March 31, 2020

Civil Design Advantage

Attn: Doug Mandernach

3405 Crossroads Drive, Suite G

Grimes, IA 50111

RE: M-Keds Plat 1 Lot 2 Site Plan

Dear Mr. Mandernach:

The Development Services Department is in receipt of a proposed Site Plan for M-Keds Plat 1 Lot 2. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. The building appears to be a speculative building per the definition provided in Chapter 32 of the City of Grimes Fire Code. Note that this building appears at this time to fall under the requirements of Chapter 32, which would require the presence of a sprinkler system designed for high piled combustible storage. Given this information, the 6" fire service main may not be adequate for the required fire sprinkler system.~~
- ~~2. The Knox Box listed in the notes shall be placed near the main entrance to the fire sprinkler riser/ fire alarm room.~~

Sheet 1/Cover:

- ~~1. NPDES note above title block calls for grading permit from City of Grimes.~~
- ~~2. Update the construction schedule to reflect the site plan approval schedule.~~
- ~~3. Update the open space calculation. 15% open space is required.~~
- ~~4. What is the phasing plan? Will you be building both buildings now?~~

Sheet 2:

- ~~1. Add a note to protect the manhole.~~

Sheet 3:

- ~~1. Insert updated Grimes Standard Site Plan Note (attached).~~
- ~~2. On General Note #5 Change Construction Division to Development Services.~~
- ~~3. Show a sidewalk along SE 28th Street. Petition waiver will be required to cover sidewalk installation in the future.~~
- ~~4. Include handicap parking and detail required signage. Please revise the handicap parking arrangement to meet the minimum ADA standards for protected aisle width. The aisle must be striped accordingly.~~
- ~~5. What are the 12' by 20' spaces next to the buildings at the north end of the project? Screening is required if outdoor storage is proposed. If this area is intended for parking, the proposed configuration doesn't allow for those spaces to be parked in. The likelihood that the spaces are converted to storage appears to be high, so therefore please provide screening (fence and landscaping)~~
- ~~6. Move the hydrant away from the door to ensure access to the riser room can be made.~~
- ~~7. The curb on the entrance drive needs to be standard 6" curb. Staff was previously mistaken. The HWY 141 Corridor Overlay does not permit rolled curbs.~~
- ~~8. The building man doors open into the parking spaces. There should be a 5' minimum clear area in front of the man doors. The spaces will need to be moved and some sort of barrier put in place to stop vehicles.~~
- ~~9. Is there any signage proposed?~~
- ~~10. What type of lighting is proposed? Please provide cut sheets and details for the locations.~~
- ~~11. How will the trash be handled? Please note on the plans if internal.~~

Sheet 4:

- ~~1. On Grading Note #4 change "Altoona" to Grimes.~~
- ~~2. Adjust driveway to drain onto site from ROW.~~

- ~~3. Add the grading contours in the ROW.~~
- ~~4. Show all storm sewer inlets and outlets.~~
- ~~5. Is Mid American okay with placing transformers in the detention pond area? Access may be challenging.~~

Sheet 5:

- ~~1. The detention ponds need to show 2% fall from inlet to outlet.~~

Sheet 6:

- ~~1. Verify if there is an existing sanitary service stub at connection to sanitary.~~
- ~~2. Sanitary services to be 6" diameter.~~
- ~~3. Separate domestic and fire services outside of building and provide a valve/curb stop on each.~~
- ~~4. Why is there a sand/oil separator located in the middle of the parking lot? Please provide details on the use/occupancy that would require a sand/oil separator.~~
- ~~5. Show roof drain connections.~~
- ~~6. The manhole along SE 28th Street may need to be adjusted due to proposed grading.~~

Sheet 7:

- ~~1. The 8" standpipe is called for on page 5 on detail 1 it is referred to as a riser with rock. Label each with the same name for clarity.~~
- ~~2. The orifice detail is showing installation on RCP pipe between joints, adjust detail to show how the plate will be installed on the proposed 8" HDPE at the 8" standpipe.~~
- ~~3. Add the elevation of the orifice plate per the SWMP details.~~

Sheet 8:

- ~~1. 32 trees and 31 shrubs are required (2 trees/1000sf open space & 1 shrub/500 sf open space). You are correct 31 trees and 31 shrubs are required. The minimum requirement will have to be met.~~

- ~~2. A minimum of 1 tree/50' of frontage on 28th Street shall be planted.~~
- ~~3. Landscaping is required along the building frontage facing SE 28th Street.~~
- ~~4. Add the type of ground cover to the plant schedule. Please revise to SOD.~~
- ~~5. Staff would suggest revising the tree species for those that are located in the detention basin side slope. Alternatively, the trees may be shifted south to the top of the berm. Please ensure there is at least 8 feet from the sanitary sewer main.~~

Architecture:

- ~~1. Five architecture elements are required per the Highway 141 Corridor design standards. It appears there are only two (awning and variation in roof height). Please add the 5 elements to the elevation plan.~~
- ~~2. The east and north wall is blank. No blank wall area or façade shall exceed 30 feet in horizontal or vertical direction.~~
- ~~3. Elevation is only shown for one of the buildings. Provide the elevation of the other building. Still needed.~~
- ~~4. Up lighting is required on the south elevation. Still needed.~~
- ~~5. The calculation for the stone area does not meet the 75% minimum (823 sf is required).~~
- ~~6. On the east elevation, show 10' of stone extending from the front building face.~~

Stormwater Review:

SWPPP

- ~~1. Vicinity Map on cover sheet and Erosion and Sediment control plan sheet is incorrect. Please rectify.~~

Stormwater Management Plan (SWMP)

- ~~1. Page 1: Include site area under "Site Characteristics" Section~~
- ~~2. Page 1: Include existing runoff coefficients.~~

- ~~3. Page 2: There is reference to an underground chamber system to provide water quality for the 1-year, 24-hour storm event, where is this at? We cannot find it on the plans.~~
- ~~4. Page 3: If an underground chamber system is used, please provide WQv calculation.~~
- ~~5. Please provide elevation labels on existing and proposed contours on the STORM SEWER MAP and POST DEVELOPED MAP.~~
- ~~6. Please verify offsite drainage area. There appears to be a swale to the north of the property.~~
- ~~7. Provide calculations for existing curve number and runoff coefficient.~~

Site Plan

- ~~1. Page 5: City of Grimes requires a minimum 2% slope on swales and basin bottoms. Please provide this slope on both basins. 2% slope in bottom of basins have not been revised.~~
- ~~2. Page 6: Include orifice plate detail.~~
- ~~3. Page 6: L-11 should be 1.55% as per SWMP.~~
- ~~4. Page 6: L-13 should be 0.75% as per SWMP.~~
- ~~5. Page 6: Show underground chamber system as referenced in SWMP.~~
- ~~6. Distance between ST-7 and ST-13 is roughly 70'. There should be 1.4' of elevation difference between the 2 inverts.~~
- ~~7. Distance between ST-17 and ST-3 is roughly 45'. There should be 0.9' of elevation difference between the 2 inverts.~~
- ~~8. ST-17 and ST-3 inverts are at 959.00 and the corresponding contour elevation on the finish grade is 961.0. Please rectify.~~
- ~~9. Page 6: ST-1 has a rim elevation of 958.75, instead of 960.00, is this correct?~~
- ~~10. Page 6: Pipes L-8A, L-9A, L-10A, L-11A, L-12A, L-14, L-15, L-18A, L-19A, L-21A, and L-22A do not match SWMP. Please rectify.~~

~~11. Page 6: ST 5, ST 6, ST 9, and ST 23 rim of FL elevations do not match SWMP.
Please rectify.~~

~~12. Page 7: On detail 3, please fix 8" PVC pipe slope, and provide an end view of the
pipe and orifice plate detail.~~

**Please provide a letter addressing all comments on this comment letter and/or state
what was modified on the site plan to address said comments.**

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: ~~February 14, 2020~~
 ~~March 11, 2020~~
 March 24, 2020
 (1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: April 7, 2020 at 5:30 at the Grimes City Hall

COUNCIL MEETING: April 28, 2020 at 5:30 at the Grimes City Hall

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

SITE PLAN FOR:
M-KEDS LOT 2

GRIMES, IOWA

INDEX OF SHEETS

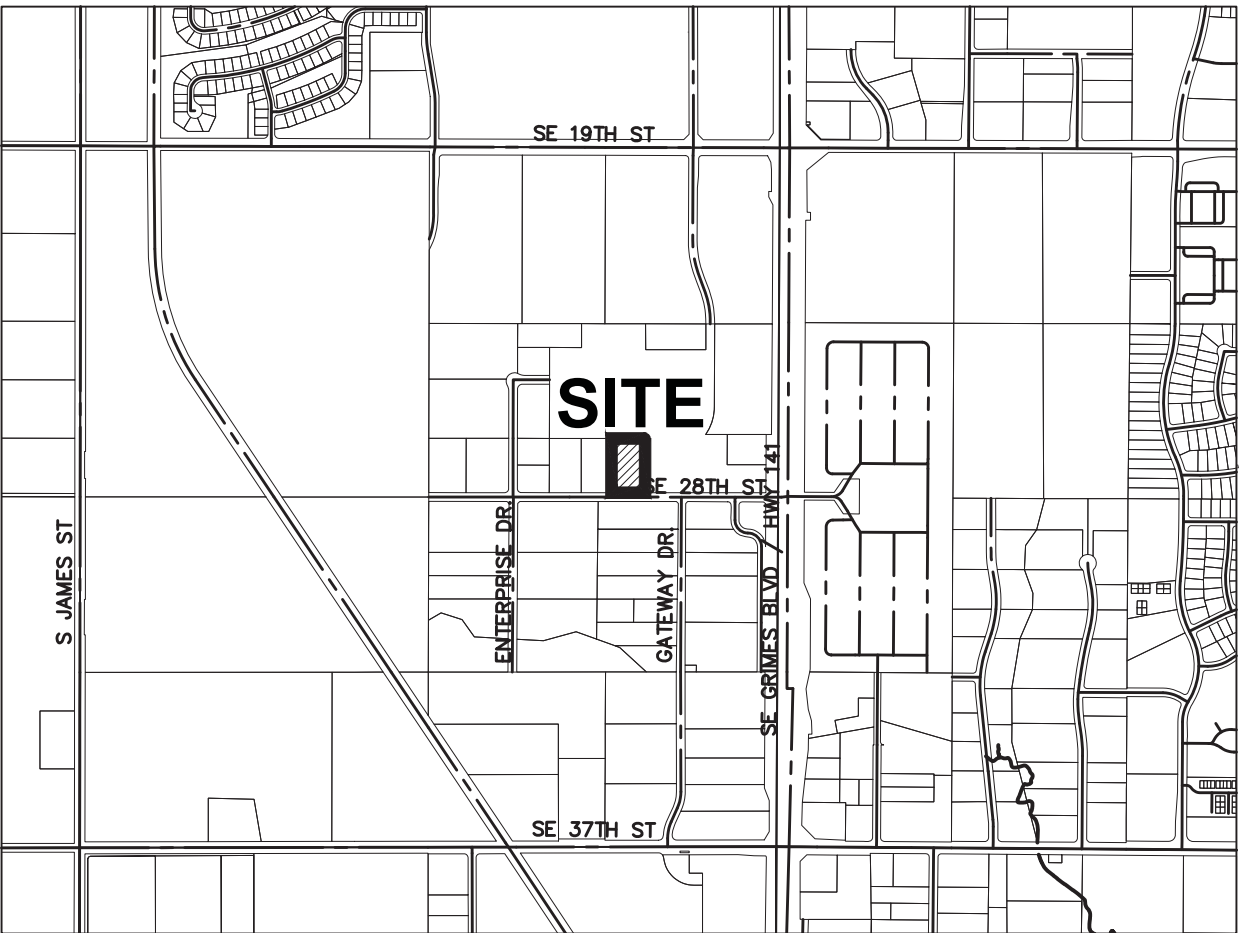
NO.	DESCRIPTION
1	COVER SHEET
2	TOPOGRAPHIC SURVEY AND DEMOLITION PLAN
3	DIMENSION PLAN
4	GRADING PLAN
5	EROSION AND SEDIMENT CONTROL PLAN
6	UTILITY PLAN
7	DETAILS
8	LANDSCAPE PLAN

GENERAL LEGEND

PROPOSED	EXISTING
PROPERTY BOUNDARY	SANITARY MANHOLE
SECTION LINE	WATER VALVE BOX
CENTER LINE	FIRE HYDRANT
RIGHT OF WAY	WATER CURB STOP
BUILDING SETBACK	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SW-501 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SW-502 STORM INTAKE	FLARED END SECTION
TYPE SW-503 STORM INTAKE	DECIDUOUS TREE
TYPE SW-505 STORM INTAKE	CONIFEROUS TREE
TYPE SW-506 STORM INTAKE	DECIDUOUS SHRUB
TYPE SW-512 STORM INTAKE	CONIFEROUS SHRUB
TYPE SW-513 STORM INTAKE	ELECTRIC POWER POLE
TYPE SW-401 STORM MANHOLE	GUY ANCHOR
TYPE SW-402 STORM MANHOLE	STREET LIGHT
FLARED END SECTION	POWER POLE W/ TRANSFORMER
TYPE SW-301 SANITARY MANHOLE	UTILITY POLE W/ LIGHT
STORM/SANITARY CLEANOUT	ELECTRIC BOX
WATER VALVE	ELECTRIC TRANSFORMER
FIRE HYDRANT ASSEMBLY	ELECTRIC MANHOLE OR VAULT
SIGN	TRAFFIC SIGN
DETECTABLE WARNING PANEL	TELEPHONE JUNCTION BOX
WATER CURB STOP	TELEPHONE MANHOLE/VAULT
SANITARY SEWER	TELEPHONE POLE
SANITARY SERVICE	GAS VALVE BOX
STORM SEWER	CABLE TV JUNCTION BOX
STORM SERVICE	CABLE TV MANHOLE/VAULT
WATERMAIN WITH SIZE	MAIL BOX
WATER SERVICE	BENCHMARK
SAWCUT (FULL DEPTH)	SOIL BORING
SILT FENCE	UNDERGROUND TV CABLE
USE AS CONSTRUCTED	GAS MAIN
MINIMUM PROTECTION ELEVATION	FIBER OPTIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE

VICINITY MAP

NOT TO SCALE



GRIMES, IOWA

APPLICANT/ OWNER

HD COMMERCIAL, LLC
2800 SE DESTINATION DRIVE
GRIMES, IA 50111
CONTACT: MATT HEUTON
EMAIL: MHEUTON@msn.com>
PH: (515) 201-8143

ENGINEER

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
CONTACT: DOUG MANDERNACH
EMAIL: DOUGM@CDA-ENG.COM
PH. (515) 369-4400
FX. (515) 369-4410

SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
CONTACT: CHARLIE MCGLOTHLEN
EMAIL: CHARLIEM@CDA-ENG.COM
PH. (515) 369-4400
FX. (515) 369-4410

BENCHMARKS

1. G8P-001: BURY BOLT ON FH W SIDE OF HIGHWAY 141, ACROSS FROM MOBILE HOME PARK CL OF HOUSE #6000 ELEV=962.83
2. G9C-003: BURY BOLT ON FH N SIDE OF NW 28TH AVE BY SE CORNER OF LOT 1 ADDRESS 11831 ELEV=971.38

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = 5/27/2020
ANTICIPATED FINISH DATE = 12/31/2020

SUBMITTAL DATES

FIRST SUBMITTAL: 2-13-2020
SECOND SUBMITTAL: 3-10-2020
THIRD SUBMITTAL: 3-24-2020

LEGAL DESCRIPTION

LOT 2 M-KEDS HOME PLACE PLAT 1
AN OFFICIAL PLAT IN THE CITY OF GRIMES, IOWA

ZONING

M-1A LIGHT INDUSTRIAL

PROJECT SITE ADDRESS

1405 SE 28TH STREET
GRIMES, IA 50111

DEVELOPMENT SUMMARY

LOT 1:

AREA: 2.36 ACRES (102,807.83 SF)

ZONING: M-1A COMMERCIAL AND LIMITED LIGHT INDUSTRIAL DISTRICT

SETBACKS:

FRONT: 25'
SIDE: NONE
REAR: 25'

PROPOSED USE:

FLEXSPACE BUILDINGS - POTENTIAL VEHICLE PARKING INSIDE BUILDINGS

OPEN SPACE CALCULATION:

TOTAL SITE: = 102,807.83 SF (2.36 AC.)
REQUIRED OPEN SPACE 15%= 15,421.17 SF

BUILDING - 48,000 SF
6" PARKING AREA - 26,115 SF
4" SIDEWALK - 171 SF
TOTAL IMPERVIOUS AREA= 74,286 SF

OPEN SPACE PROVIDED = 28,521.83 SF (27.74%)

PARKING:

FLEXSPACE UNITS. ONE (1) SPACE FOR EACH TWO (2) EMPLOYEES, BUT IN NO CASE LESS THAN ONE (1) SPACE FOR EACH TWO THOUSAND (2,000) SQUARE FEET OF GROSS FLOOR AREA.

TOTAL REQUIRED: FLEXSPACE: 48,000/2000=24 = 24 SPACES

TOTAL PROVIDED = 27 SPACES

ACCESSIBLE PARKING REQUIRED = 2 SPACES

ACCESSIBLE PARKING PROVIDED = 2 SPACES



UTILITY WARNING

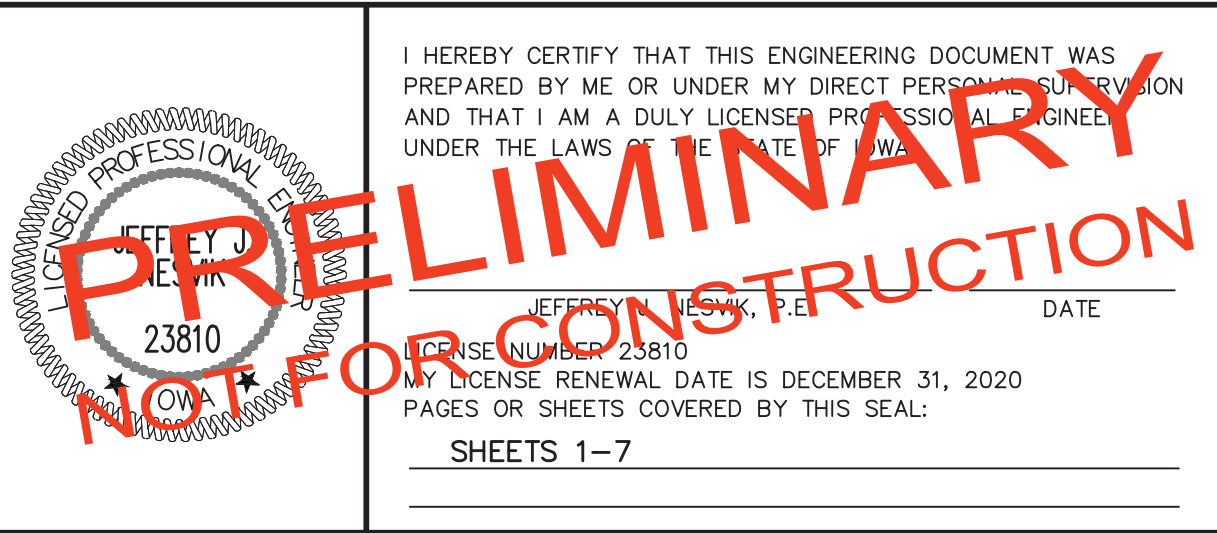
ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

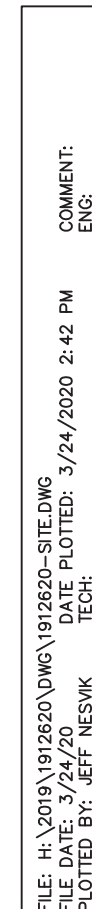


THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

THE 2020 EDITION OF THE SUDAS STANDARD SPECIFICATIONS, THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.



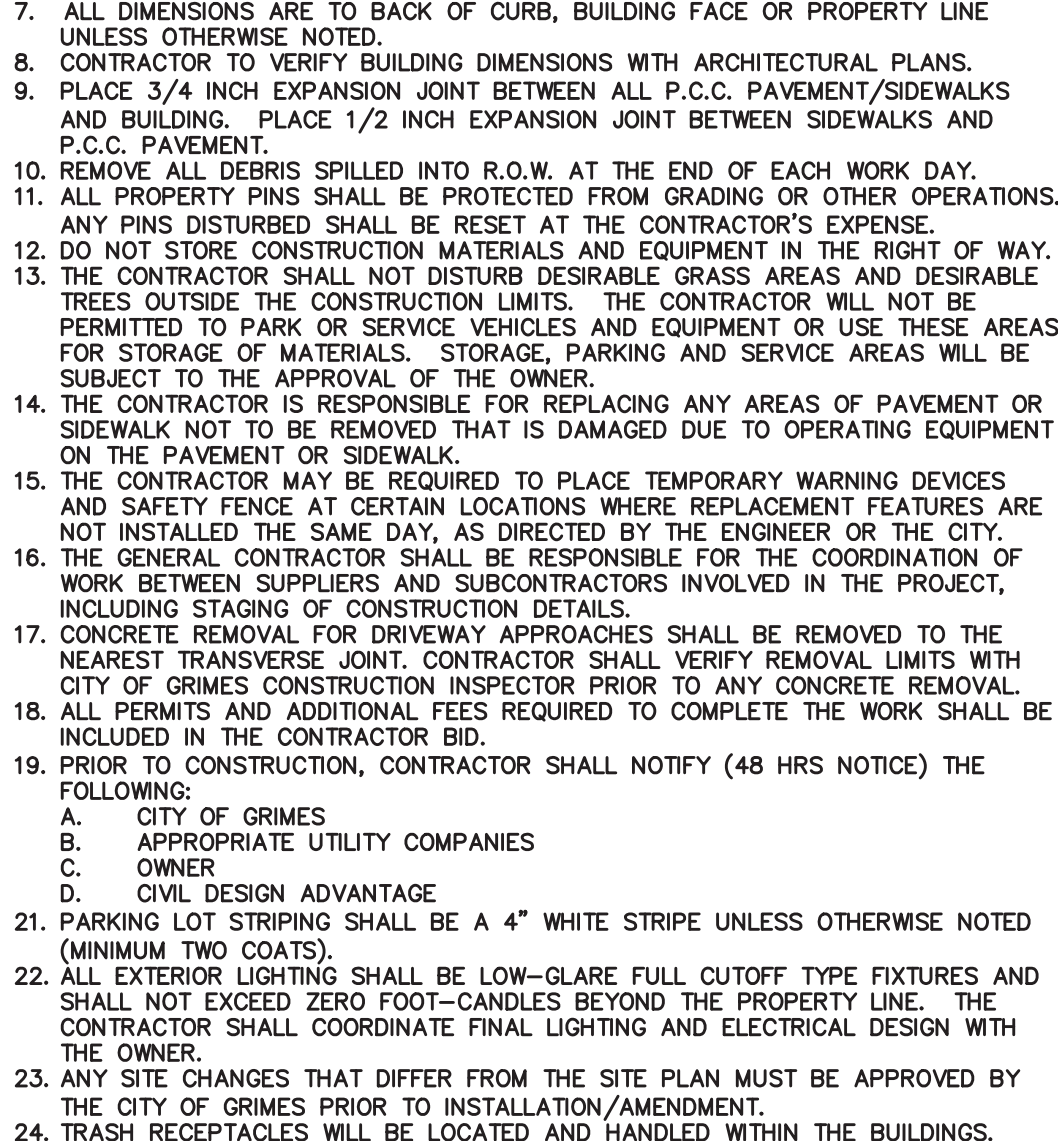


1. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
2. PRIOR TO DEMOLITION, CONTRACTOR SHALL NOTIFY IN WRITING (48 HRS NOTICE) THE FOLLOWING:
 - A. CITY
 - B. APPROPRIATE UTILITY COMPANIES
 - C. OWNER
 - D. CIVIL DESIGN ADVANTAGE
 - E. ARCHITECT
3. DO NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE NOTED. CONTRACTOR REMOVE OR GANDOWNMENT OF ALL UTILITIES WITH THE APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.
4. PROTECT EXISTING UTILITIES THAT ARE TO REMAIN. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
5. BACKFILL ALL EXCAVATIONS WITH COHESIVE MATERIAL COMPACTED TO 95% COMPACTED STANDARD SPECIFICATION (ASTM) AND MOISTURE RANGED OF OPTIMUM MOISTURE TO 4% ABOVE OPTIMUM MOISTURE. TESTING OF BACKFILL TO BE BY A GEOTECHNICAL ENGINEER EMPLOYED BY THE OWNER. IN THE EVENT OF A TEST FAILURE, ANY RETESTING SHALL BE PAID BY THE CONTRACTOR.
6. FIELD VERIFY EXISTING GRADAR, AND LOCATION OF EXISTING UTILITIES, CONDUIT, LINES, POLES, TREES, PAVING, BUILDING AND OTHER SITE FEATURES PRIOR TO DEMOLITION AND IMMEDIATELY INFORM THE ENGINEER AND/OR OWNER OF ANY DISCREPANCIES.
7. DEMOLITION NOTES ARE SHOWN ON THE PLANS ARE NOT ALL INCLUSIVE. CONTRACTOR TO ABANDON IN PLACE OR REMOVE AND DISPOSE OF ALL EXISTING SITE IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THIS DOCUMENT.
8. ALL CONSTRUCTION/DEMOLITION DEBRIS SHALL BE DISPOSED OFF SITE IN FULL COMPLIANCE WITH ENVIRONMENTAL REGULATIONS.
9. CONSTRUCTION LIMITS SHALL BE CONFINED TO THE SITE BOUNDARY AS NOTED. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. THE WORK SHALL BE ACCORDING TO ALL OSHA STANDARDS. NOTHING INDICATED ON THE DRAWING SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.

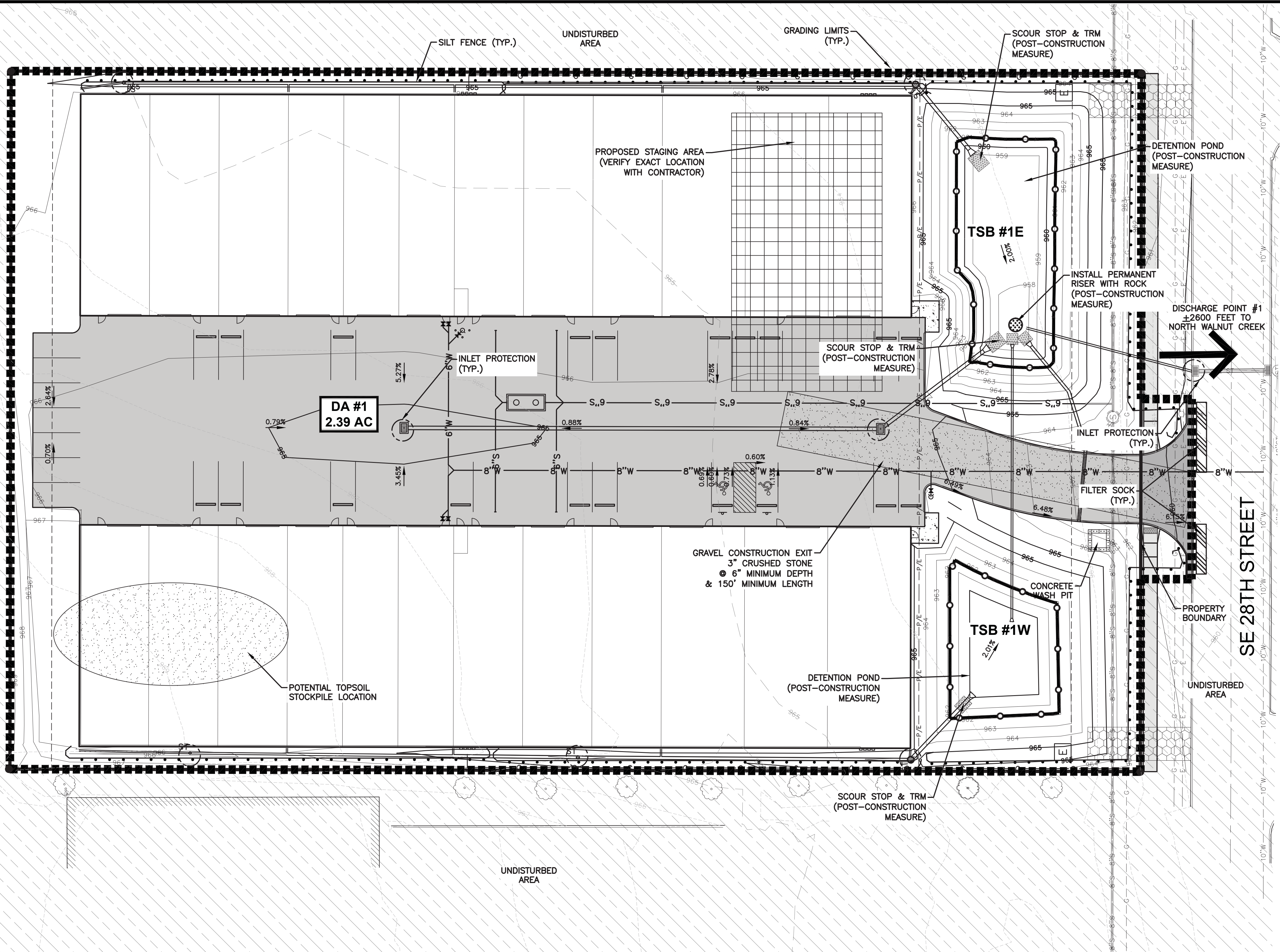
3405 S.E. CROSSROADS DRIVE, SUITE G GRIMES, IOWA 50111 PHONE: (515) 369-4400 FAX: (515) 369-4410	
ENGINEER: JUN	PM: DAM



M-KEDS LOT 2
TOPOGRAPHIC SURVEY AND DEMOLITION



FILE: H:\2019\1912620\DWG\1912620-SITE.DWG
FILE DATE: 3/24/20 DATE PLOTTED: 3/24/2020 2:42 PM
PLOTTED BY: JEFF NEESEY TECH.
COMMENT:
ENC.



SWPPP LEGEND

DRAINAGE ARROW	
GRADING LIMITS	
FILTER SOCK	
SILT FENCE	
INLET PROTECTION	
PORTABLE RESTROOM	
CONCRETE WASHOUT PIT	
AREA TO BE SEEDED	
STRAW MAT	
UNDISTURBED AREA	
RIP-RAP	
GRAVEL ENTRANCE	
STAGING AREA	
TEMPORARY SEDIMENT BASIN	

STABILIZATION QUANTITIES

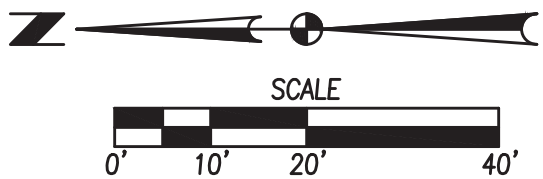
ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	1,045
2	FILTER SOCK	LF	43
3	SEEDING, FERTILIZING, AND MULCHING	AC	0.65
4	INLET PROTECTION DEVICES	EA	8
5	CONCRETE WASHOUT PIT	EA	1
6	8" PVC PERMANENT STANDPIPE	EA	1

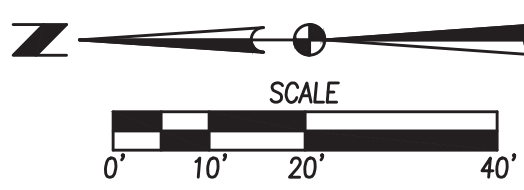
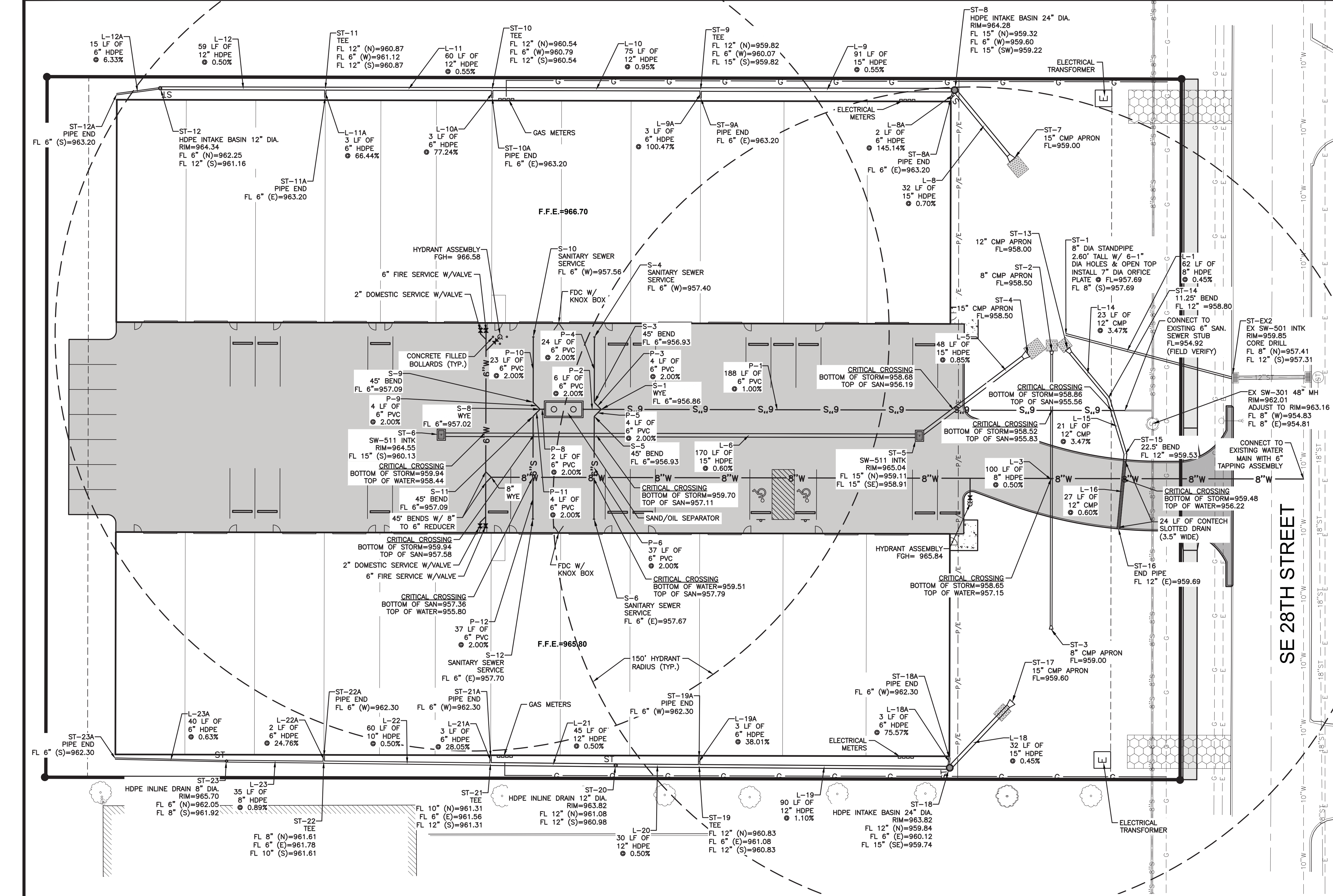
EROSION CONTROL NOTES

1. THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMIT AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL REQUIREMENTS OF THE SWPPP AND LOCAL STATE AND FEDERAL REQUIREMENTS. THE OWNER SHALL EMPLOY A SEPARATE FIRM TO PROVIDE SWPPP MONITORING AND UPDATES. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH THE SELECTED FIRM.
2. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED ACCORDING TO SUDAS CHAPTER 7 EROSION AND SEDIMENT CONTROL.
3. IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENTS.
4. DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED PRIOR TO THE SITE SHUTTING DOWN FOR WINTER CONDITIONS.
5. CAPTURE PCC SAWCUTTING SLURRY/GRINDING DUST.
6. IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENT.
7. DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED IMMEDIATELY WHENEVER CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.

DISCHARGE POINT SUMMARY

DISCHARGE POINT #1 TO NORTH WALNUT CREEK ±2600 FT	2.39 ACRES
TOTAL AREA DISTURBED TO DISCHARGE POINT	8,604 CU FT
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	
VOLUME PROVIDED IN FILTER SOCK (43 LF @ 2.0 CU FT/LF OF SOCK)	86 CU FT
VOLUME PROVIDED IN SILT FENCE (1,045 LF @ 4.5 CU FT/LF OF FENCE)	4,703 CU FT
VOLUME PROVIDED IN TSB (OVEREXCAVATE 3' @ 3:1)	10,164 CU FT
TOTAL VOLUME PROVIDED	14,953 CU FT





UTILITY NOTES

1. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
2. FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
3. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE.
4. BACKFILL ALL UTILITY TRENCHES ACCORDING TO THE 2020 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY OF GRIMES SUPPLEMENTALS. MAINTAIN A MINIMUM OF 5.5' COVER OVER ALL WATERMAINS.
5. ALL UTILITIES SHALL BE STUBBED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
6. ADJUST ALL MANHOLES AND INTAKES TO FINISHED GRADES.
7. ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
8. 18" MINIMUM VERTICAL CLEARANCE BETWEEN STORM SEWER AND SANITARY SEWER PIPES. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
9. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
10. WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
11. ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE 2020 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
13. PRIVATE UTILITIES TO BE INSTALLED PER THE CITY OF GRIME'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2006 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
14. OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES. PERIODIC MAINTENANCE AND CLEANING OF STORM AND SANITARY SEWER MAY BE NECESSARY.
15. CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.
16. INSTALL APRON GUARD AND FOOTING ON ALL APRONS.

DATE

03/24/2020

THIRD SUBMITTAL

03/10/2020

FIRST SUBMITTAL

02/13/2020

REVISIONS

DATE

DESCRIPTION

3405 S.E. CROSSROADS DRIVE, SUITE G

GRIMES, IOWA 50111

PHONE: (515) 369-4400 FAX: (515) 369-4410

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

ENGINEER: JJN

PM: DAM

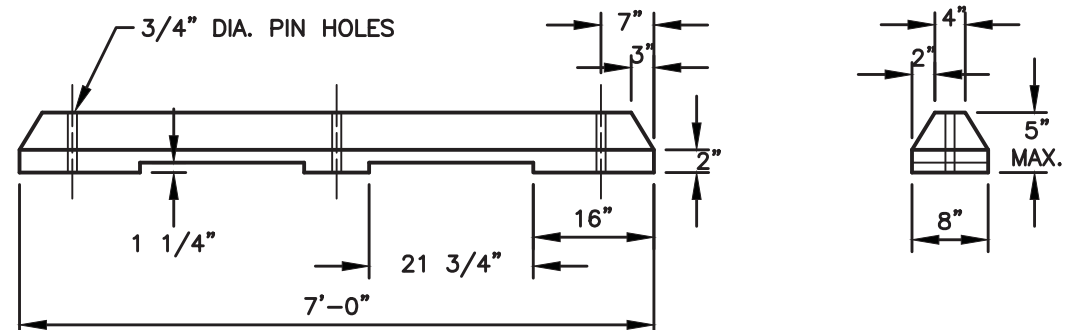
M-KEDS LOT 2

UTILITY PLAN

6

8

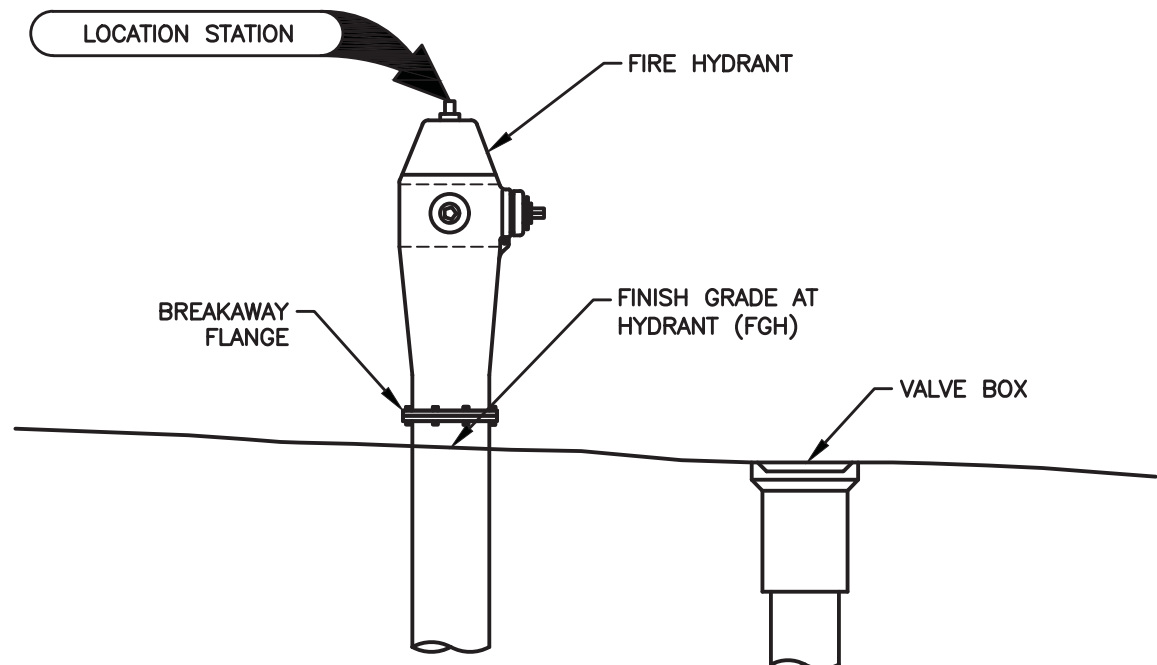
1912.620



GENERAL NOTES:

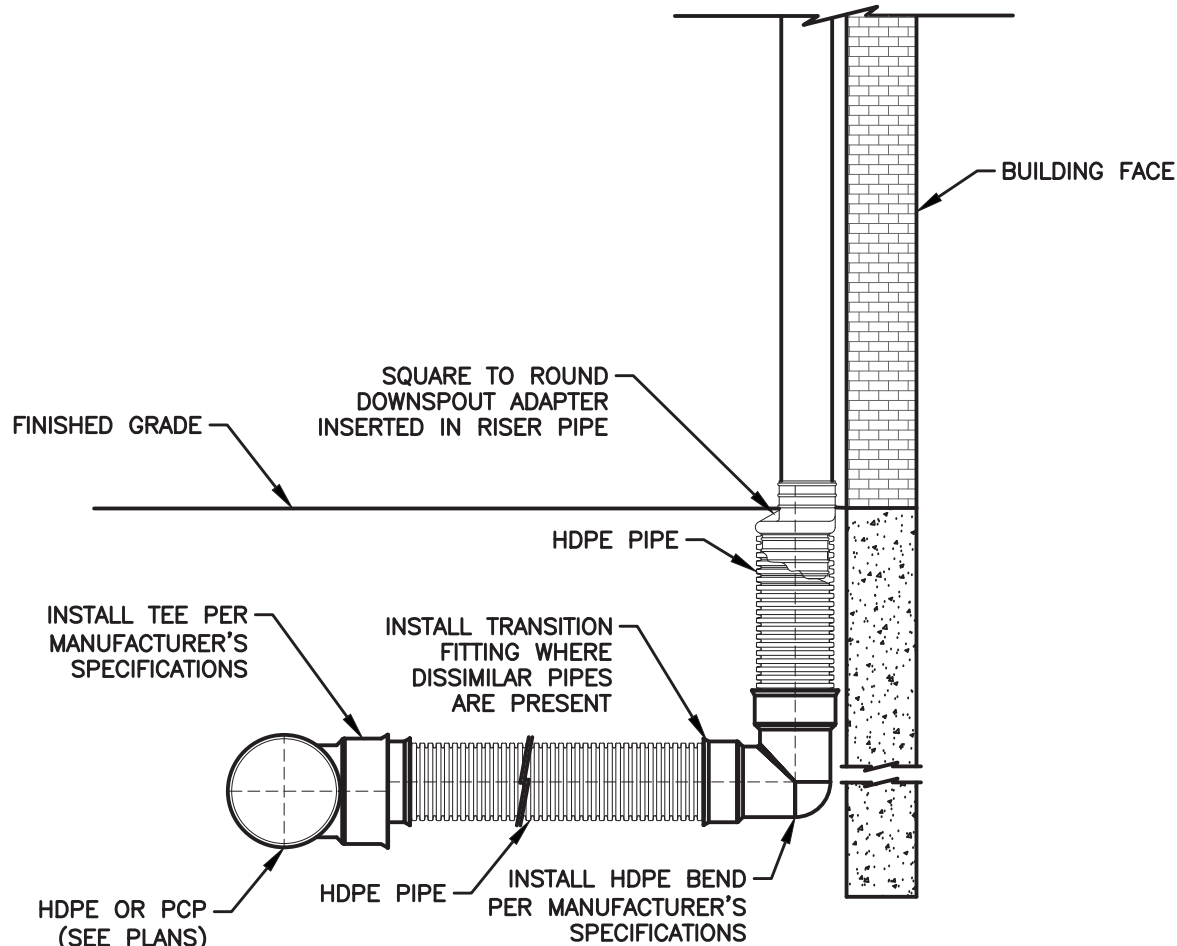
1. DETAILS INDICATED HEREON ARE TYPICAL ONLY. ALTERNATE DESIGNS MAY BE SUBMITTED TO THE ENGINEER FOR APPROVAL. ANY ALTERNATE DESIGN APPROVED FOR USE ON CONSTRUCTION SHALL CONFORM TO THE MINIMUM REQUIREMENTS AS SHOWN. REFER TO ADDITIONAL PORTIONS OF THE PROJECT PLANS FOR COMPLETE DATA AS TO INSTALLATION, LOCATION, ETC.
2. ANY PRECAST P.C.C. WHEELSTOP MEASURING LONGER THAN 6'-0" WILL REQUIRE 3 ANCHOR PINS TO HOLD WHEELSTOP IN POSITION.
3. ANCHOR PINS SHALL BE 5/8" DIAMETER, 1'-6" LONG. ANCHOR PINS THAT ARE NOT BEDDED IN CONCRETE SHALL BE GALVANIZED. GROUT ANCHOR PINS MINIMUM OF 2" DEEP.
4. REINFORCING STEEL USED IN PRECAST P.C.C. WHEELSTOPS SHALL HAVE A MINIMUM OF 2" CLEARANCE TO THE CONCRETE SURFACES.
5. MINIMUM CONCRETE STRENGTH IS 4,000 PSI. LOCATE 6" FROM EDGE OF PAVEMENT TO CENTER OF WHEELSTOP. CENTER WHEELSTOP IN EACH SPACE.

1 P.C.C. WHEELSTOP
NOT TO SCALE

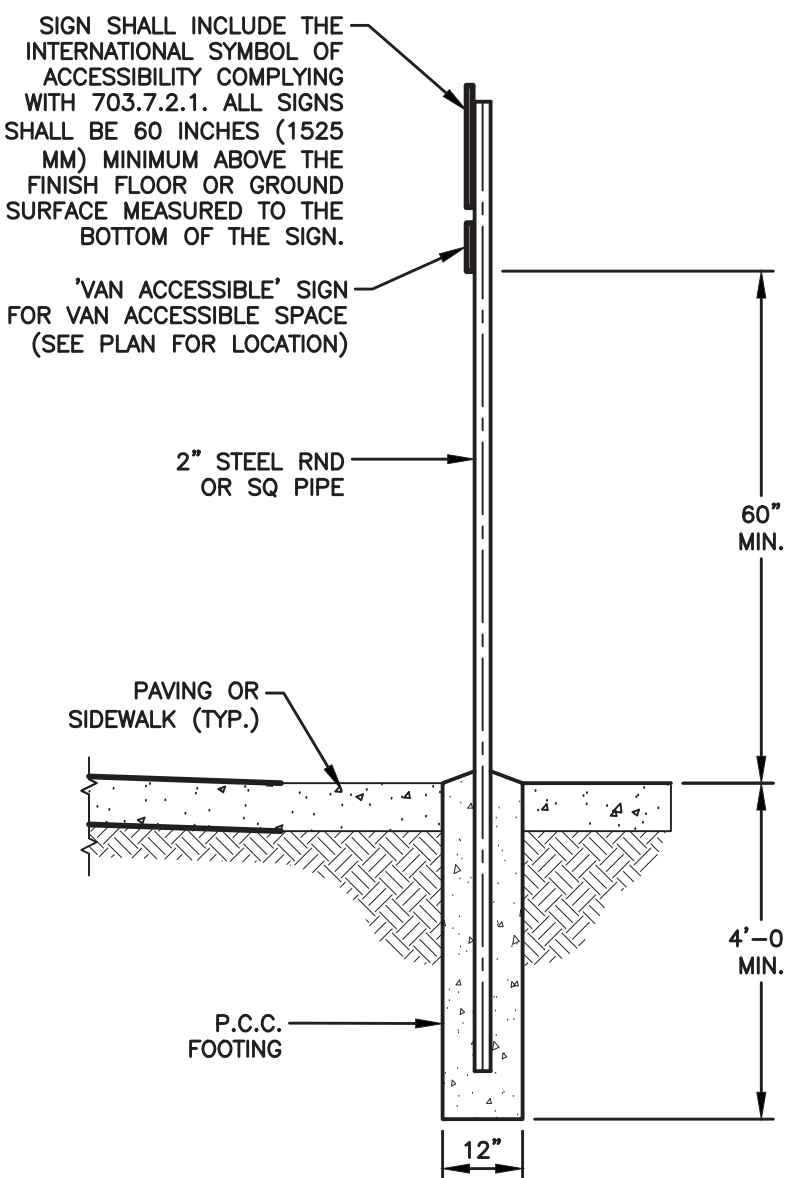


EXAMPLE: STA 10+00, 42' LT
HYDRANT ASSEMBLY
FGH = 987.6

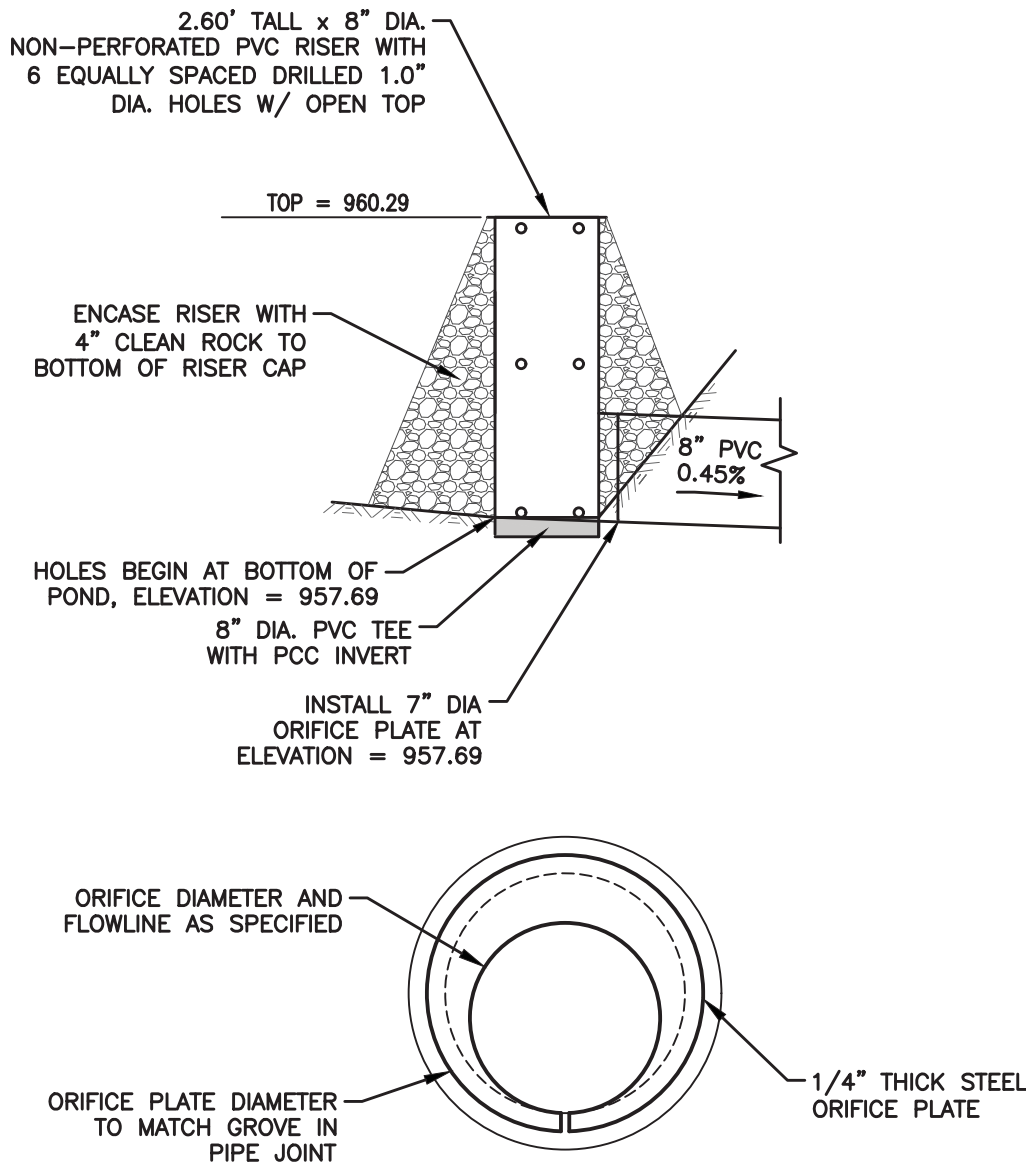
5 FIRE HYDRANT ASSEMBLY
SPOT ELEVATION REFERENCE
NOT TO SCALE



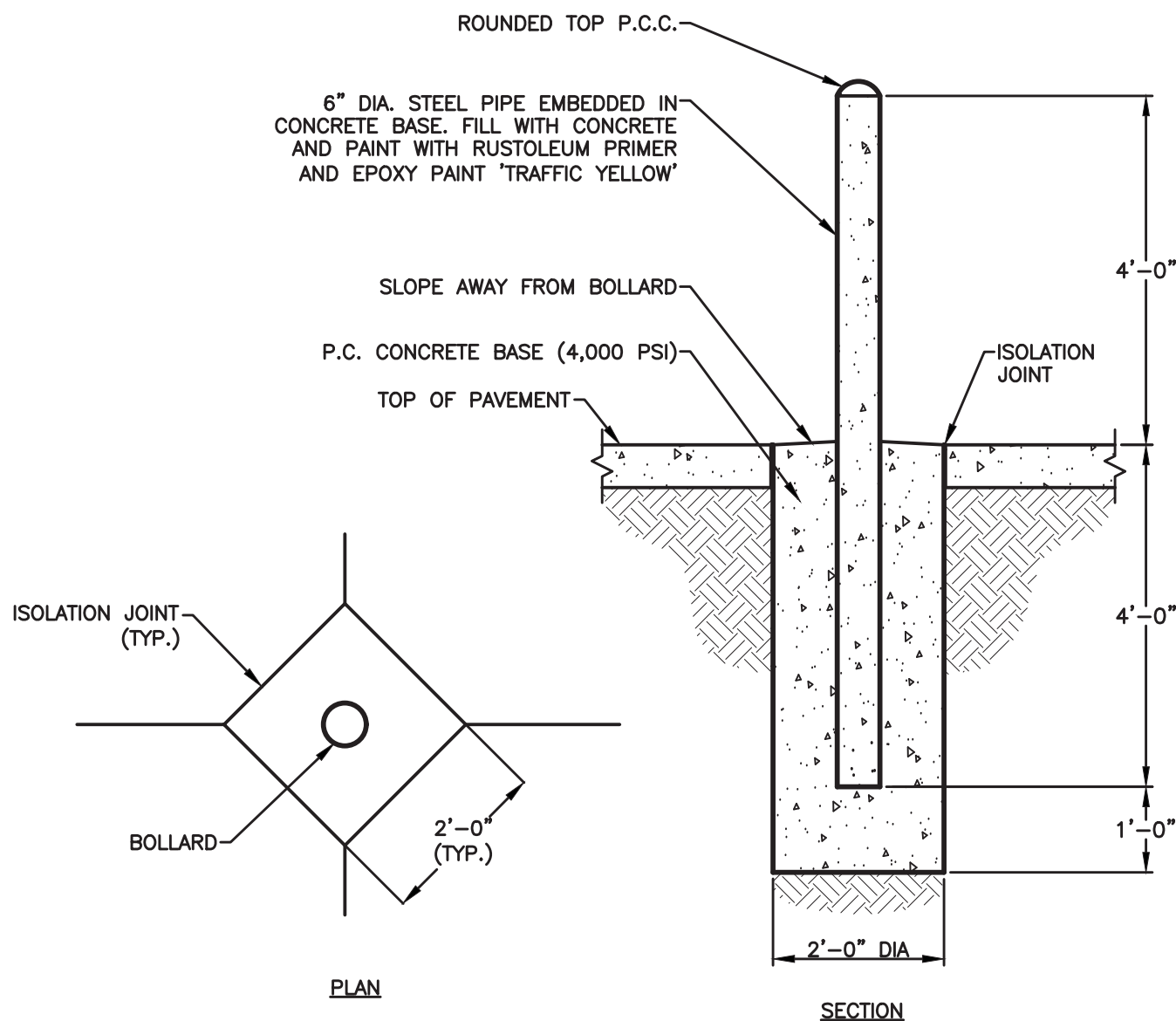
8 ROOF DRAIN CONNECTION WITH TEE
NOT TO SCALE



2 ACCESSIBLE PARKING SIGN
NOT TO SCALE

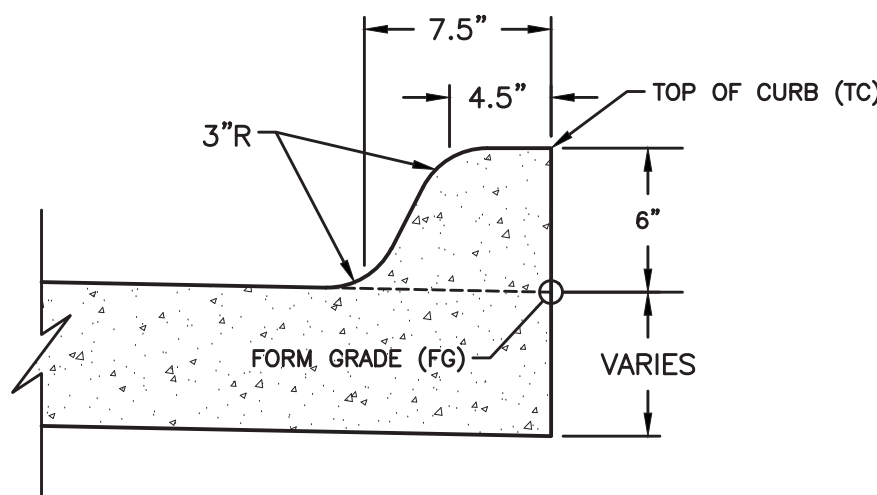


3 RISER WITH ROCK
NOT TO SCALE

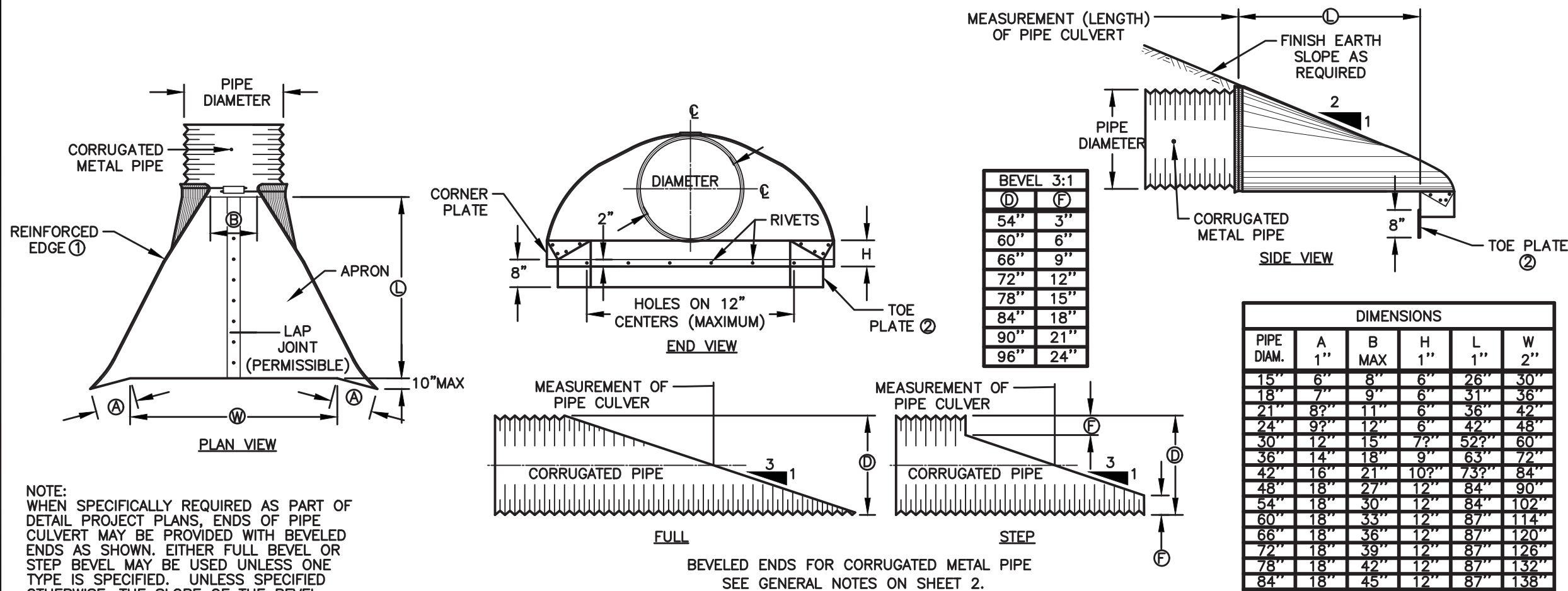


NOTE: SEE ARCHITECTURAL PLANS FOR BOLLARD LOCATIONS AND SIZES

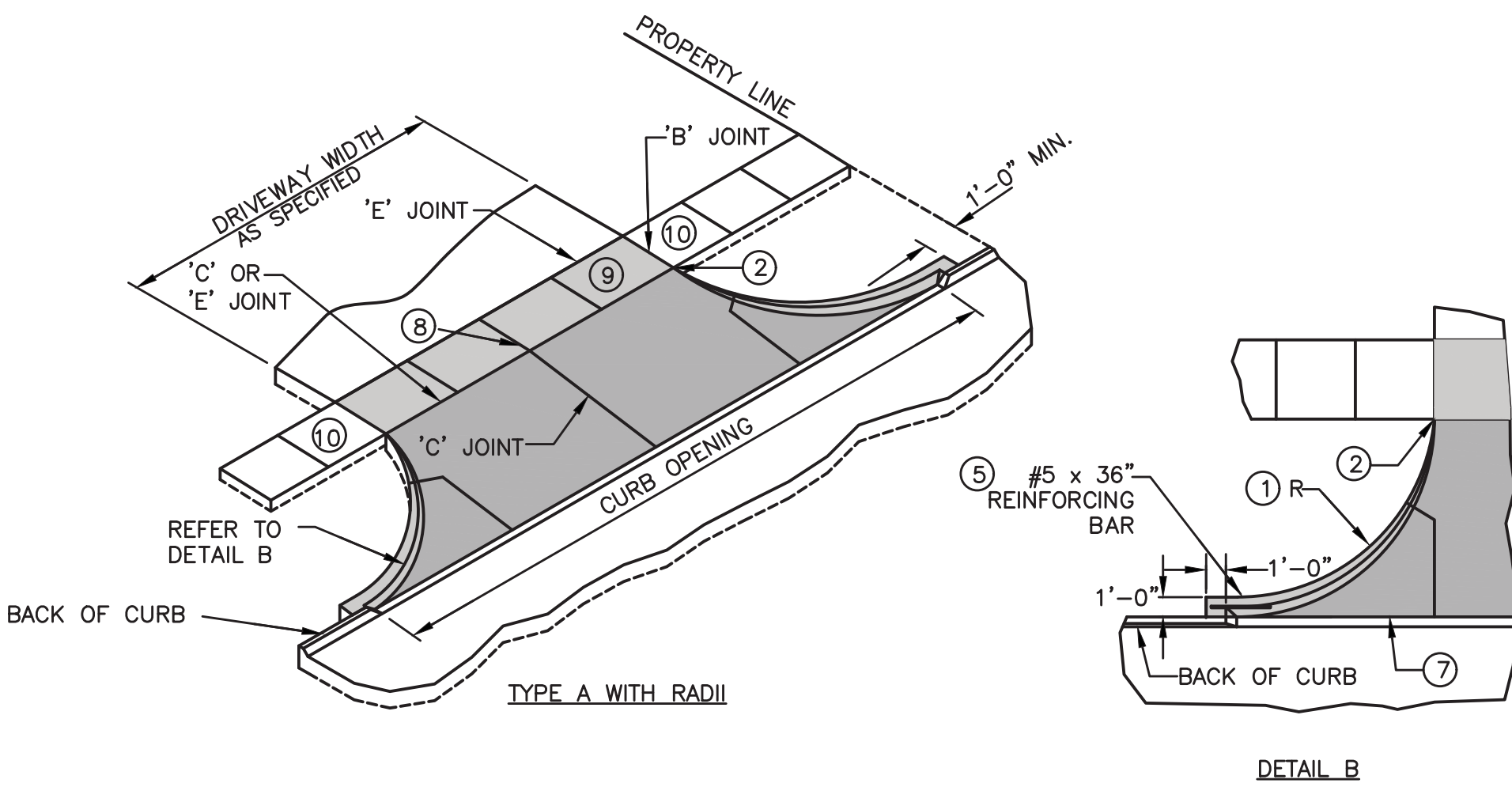
6 BOLLARD
NOT TO SCALE



9 INTEGRAL 6" STANDARD CURB
SPOT ELEVATION REFERENCE
NOT TO SCALE



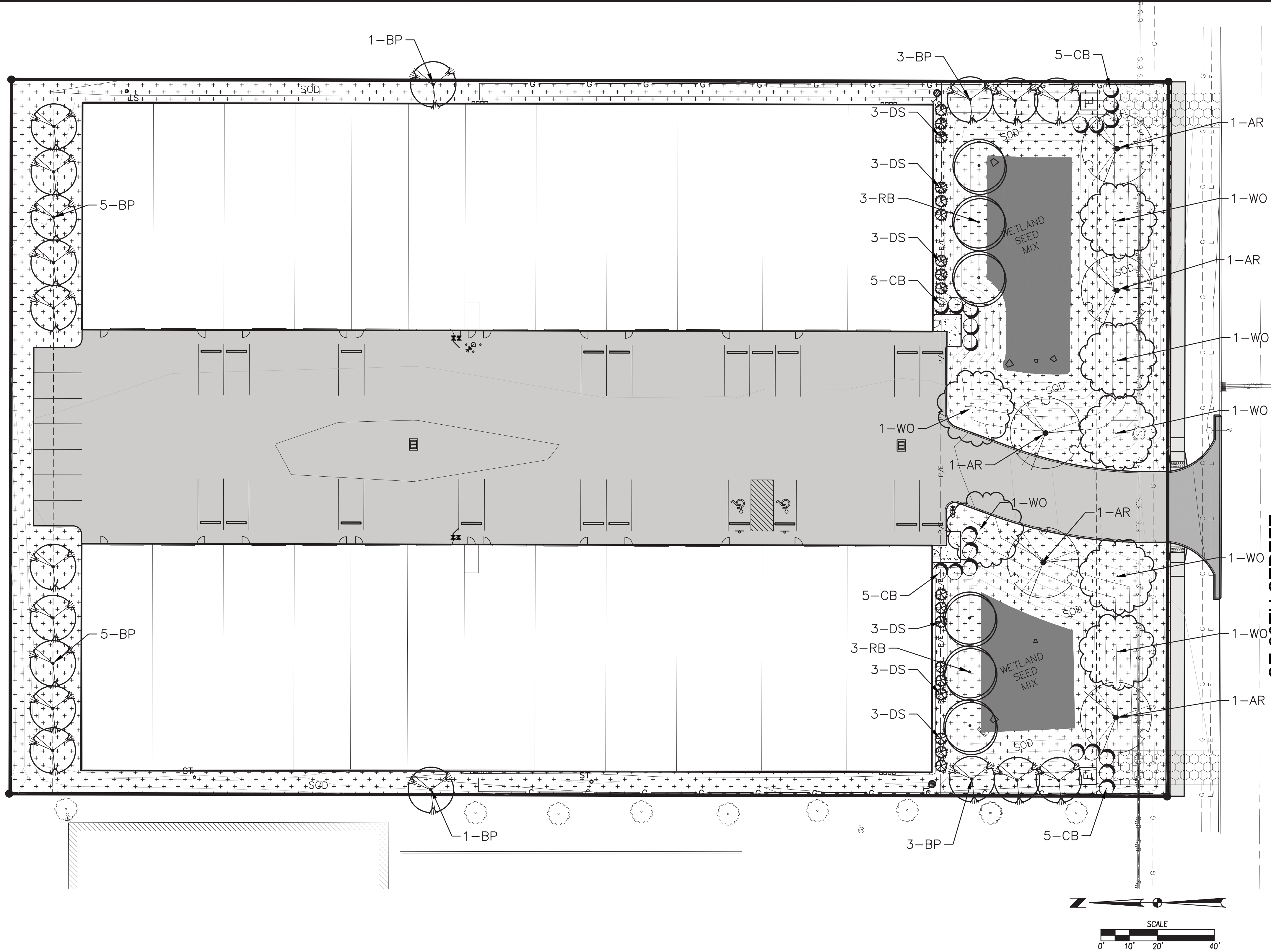
4 CORRUGATED METAL PIPE APRON
NOT TO SCALE



7 CONCRETE DRIVEWAY TYPE A
NOT TO SCALE

- 1 DRIVEWAY RADIUS (R).
- 2 TRANSITION THE CURB HEIGHT TO 0 INCHES AT END OF TAPER/RADIUS OR AT THE FRONT EDGE OF SIDEWALK. DO NOT EXTEND RAISED CURB ACROSS SIDEWALK.
- 3 PAVEMENT THICKNESS. RESIDENTIAL: 6 INCHES MINIMUM. COMMERCIAL AND INDUSTRIAL: 7 INCHES MINIMUM.
- 4 SIDEWALK THICKNESS THROUGH DRIVEWAY TO MATCH THICKNESS OF DRIVEWAY.
- 5 CENTER REINFORCING BAR VERTICALLY IN THE PAVEMENT.
- 6 MATCH THICKNESS OF ADJACENT ROADWAY, 8 INCHES MINIMUM.
- 7 PROVIDE 'E' JOINT AT BACK OF CURB UNLESS 'B' JOINT IS SPECIFIED.
- 8 FOR ALLEYS, INVERT THE PAVEMENT CROWN 2% TOWARD CENTER OF ALLEY.
- 9 TARGET CROSS SLOPE OF 1.5% WITH A MAXIMUM CROSS SLOPE OF 2.0%. IF SPECIFIED IN THE CONTRACT DOCUMENTS, CONSTRUCT THE SIDEWALK THROUGH THE DRIVEWAY 5 FEET WIDE TO SERVE AS A PASSING SPACE.
- 10 IF CROSS SLOPE OF ADJACENT SIDEWALK PANEL EXCEEDS 2.0%, REMOVE AND REPLACE TO TRANSITION FROM EXISTING SIDEWALK TO SIDEWALK THROUGH DRIVEWAY. IF ELEVATION CHANGE REQUIRES A CURB RAMP, COMPLY WITH FIGURE 7030.205; VERIFY NEED FOR DETECTABLE WARNING PANEL WITH ENGINEER.

NOTE:
WHEN SPECIFICALLY REQUIRED AS PART OF
DETAIL PROJECT PLANS, ENDS OF PIPE
CULVERT MAY BE PROVIDED WITH BEVELED
ENDS AS SHOWN. EITHER FULL BEVEL OR
STEP BEVEL MAY BE USED UNLESS ONE
TYPE IS SPECIFIED. UNLESS SPECIFIED
OTHERWISE, THE SLOPE OF THE BEVEL
SHALL BE 3:1.
BEVELED ENDS WILL NOT BE PAID FOR
SEPARATELY BUT, WHEN REQUIRED, SHALL
BE CONSIDERED INCIDENTAL TO THE PRICE
BID OF THE CULVERT.



LANDSCAPE NOTES

1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. THE 2020 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
5. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
6. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
7. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3".
8. ALL EDGING SHALL BE METAL LANDSCAPING.
9. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
10. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
11. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
12. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER, IF REQUESTED, FOR APPROVAL.

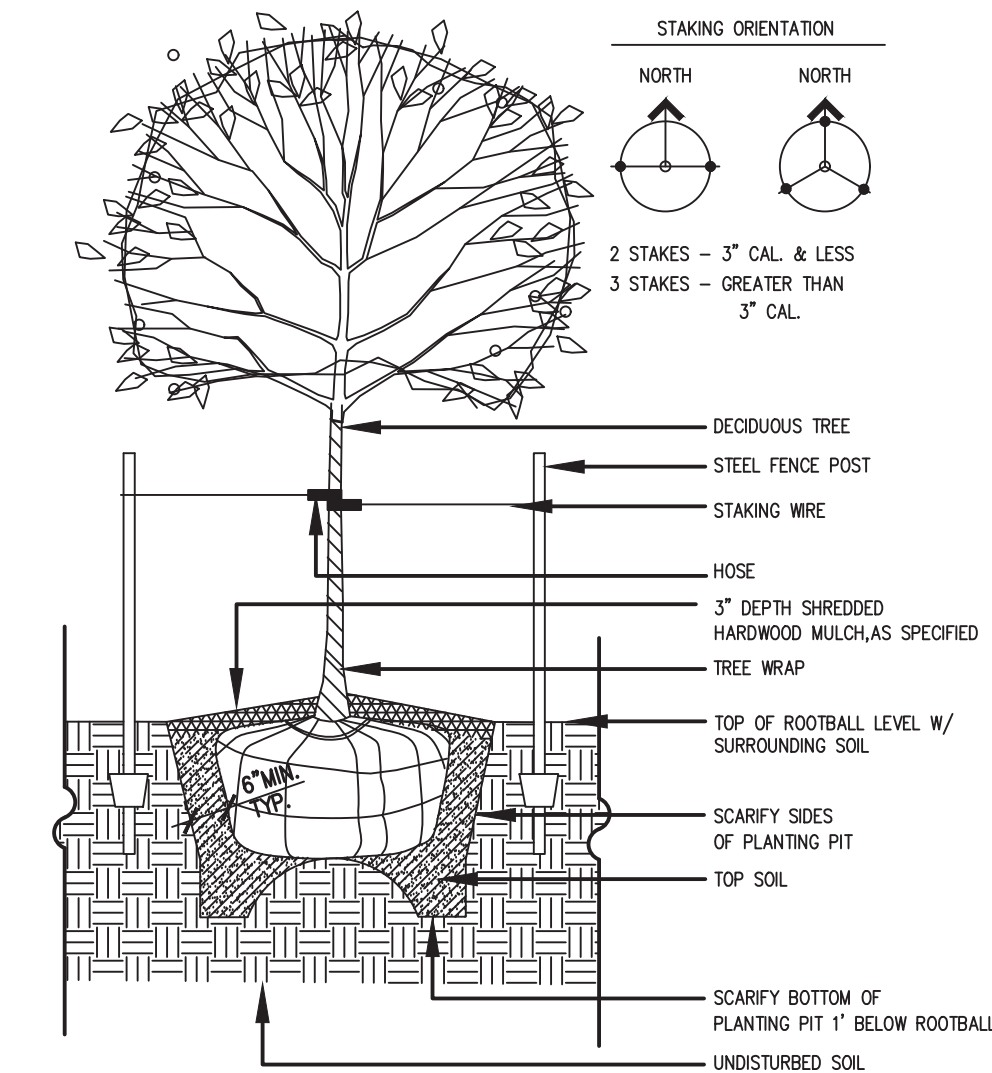
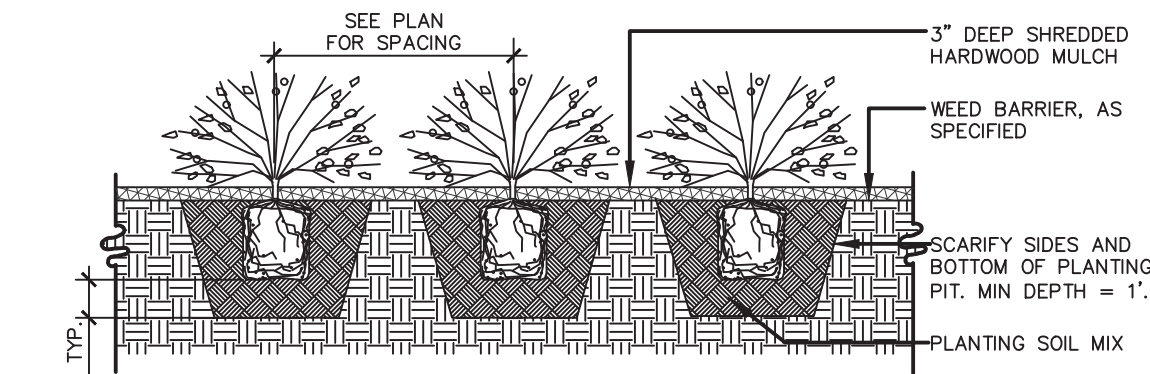
PLANT SCHEDULE

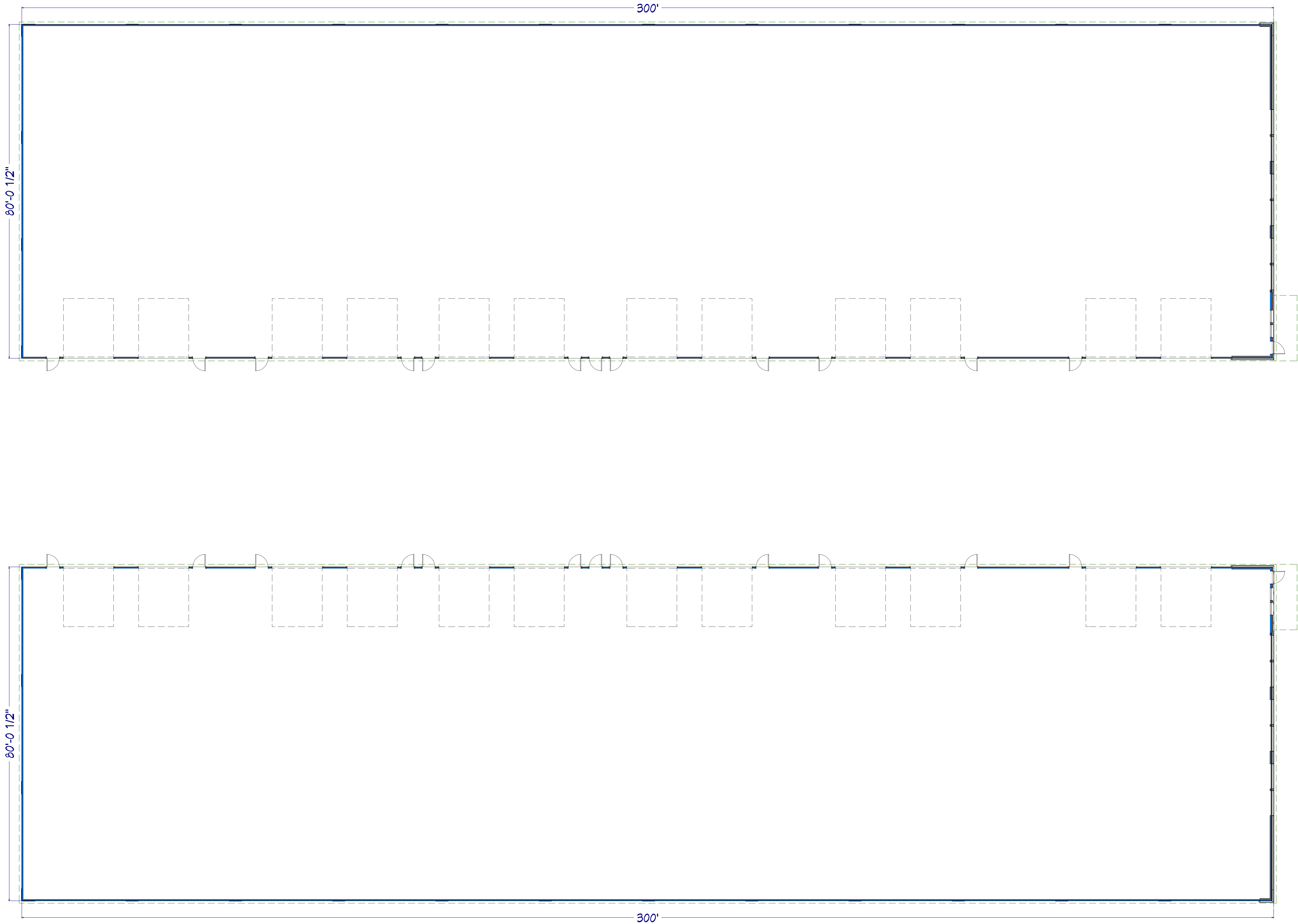
CODE	QTY.	OVERSTORY TREES	SIZE	COND
AR	5	ROYAL RED MAPLE	2" CAL	B&B
WO	7	WHITE OAK	2" CAL	B&B
BP	18	BRADFORD PEAR	1.5" CAL	B&B
RB	6	RIVER BIRCH	5 GAL	CONT.

CODE	QTY.	SHRUBS	SIZE	COND
CB	20	DWARF CRANBERRY BUSH	24" HT	CONT.
DS	18	DWARF ALBERTA SPRUCE	24" HT	CONT.

LANDSCAPE CALCULATIONS

REQUIREMENTS:
FRONTAGE: 1 TREE PER 50 LF OF STREET FRONTAGE
OPEN SPACE: 2 TREES PER 1,000 SF OF REQUIRED OPEN SPACE
1 SHRUB PER 500 SF OF REQUIRED OPEN SPACE
REQUIRED OPEN SPACE 15% = 15,421.17 SF
FRONTAGE: 251.98/50=5.04 = 5 TREES REQUIRED
5 TREES PROVIDED
OPEN SPACE: 15421/1000=15.4=15.4X2=30.8= 31 TREES REQUIRED
31 TREES PROVIDED
15421/500=30.84=31= 31 SHRUBS REQUIRED
38 SHRUBS PROVIDED





DRAWINGS PROVIDED BY:

FLEMING CONSTRUCTION LLC
3051 104TH Street Suite A
Urbandale, IA 50322

DATE:

3/18/2020

SCALE:

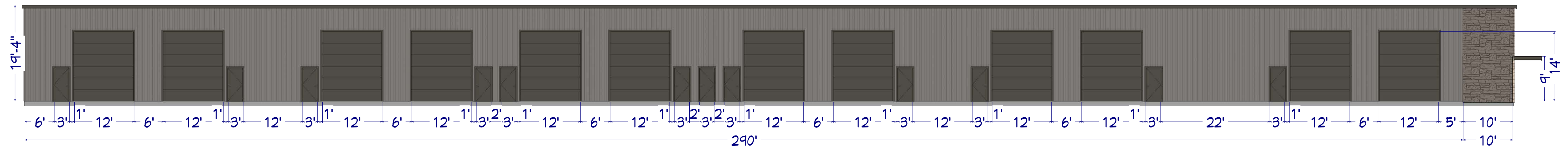
3/32"
unless
otherwise
noted

SHEET:

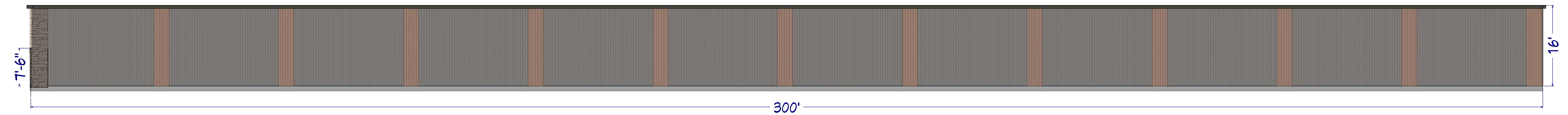
P-1



DRAWINGS PROVIDED FOR:
HD Commercial
2800 SE Destination Drive
Suite F
Grimes, IA 50111

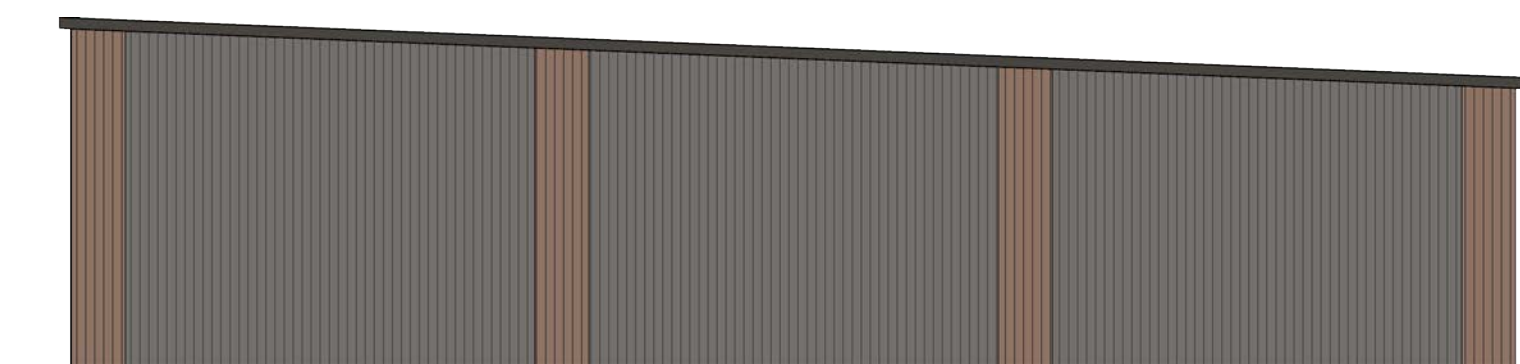


West Side Cross Section

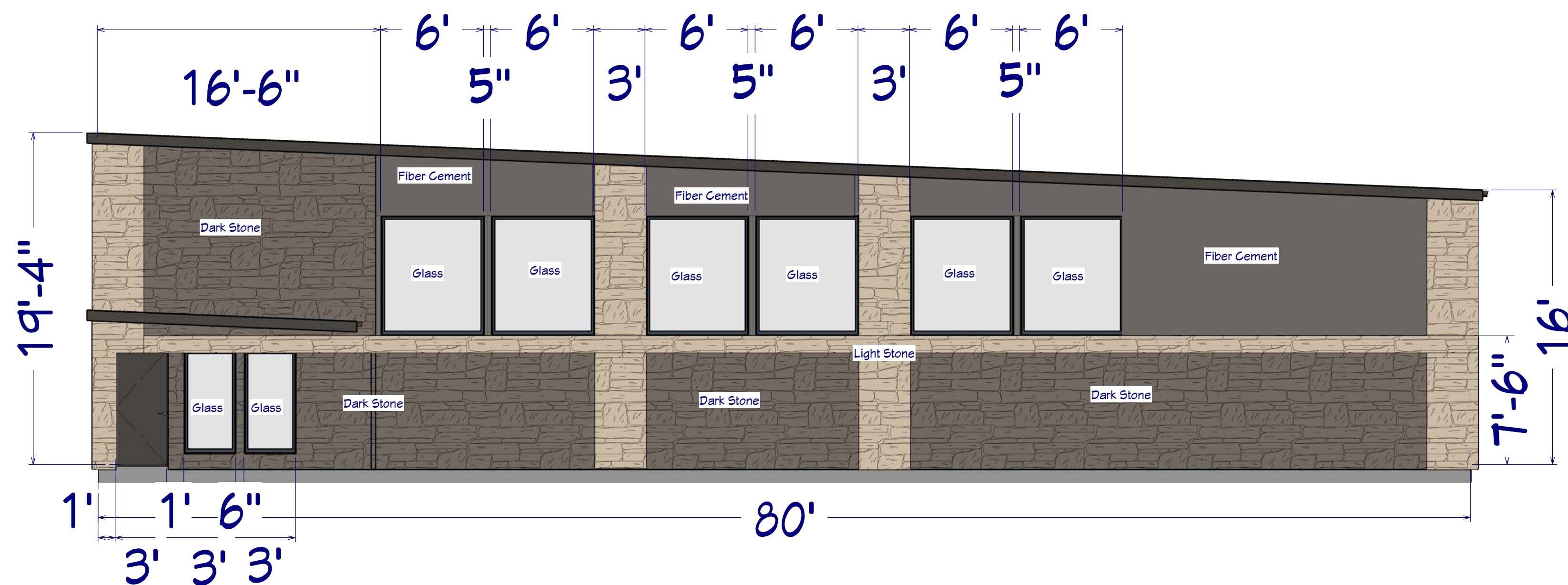


East Side Cross Section

Total Wall area approximately 1386 sq feet
 Glass area approximately 288 sq feet = 21%
 Stone area approximately 850 sq feet (268 light color) = 61%
 Fiber Cement Siding area approximately 248 sq feet = 18%
 Total area covered by stone and Siding = 1098 sq feet = 79%



North Side Cross Section



South Side Cross Section



DRAWINGS PROVIDED FOR:
 HD Commercial
 2800 SE Destination Drive
 Suite F
 Grimes, IA 50111



FLEMING CONSTRUCTION LLC
 3051 104TH Street Suite A
 Urbandale, IA 50322

DRAWINGS PROVIDED BY:

DATE:

3/18/2020

SCALE:

3/32"
 unless
 otherwise
 noted

SHEET:

P-2

RESOLUTION NO. 04-1720

RESOLUTION SETTING DATE OF PUBLIC HEARING FOR APPROVAL OF PROPOSAL
TO GRANT TO JRL DEV LLC., AN EASEMENT OVER CITY PROPERTY FOR
INGRESS/EGRESS.

WHEREAS, JRL DEV, LLC ("JRL") has requested approval of a Preliminary Plat and Final Plat to allow for the construction of two single family dwellings located along NW 27th ST, west of the North Sports Complex.

WHEREAS, the Preliminary Plat shows the installation of a future driveway connection onto property owned by the City of Grimes as legally described on the attached Exhibit A.

WHEREAS, the City desires to grant to an easement for ingress/egress, provided that JRL agrees to maintain such improvements.

WHEREAS, pursuant to Iowa Code Section 364.7, the City may not dispose of an interest in real property except in accordance with the notice and public hearing requirements set forth therein.

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

1. That a public hearing be held by the Grimes City Council on the proposed resolution approving the grant of an easement for Ingress/Egress to JRL DEV, LLC, at the Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, at 5:30 p.m. on the 12th day of May, 2020, at which time the City Council will consider any objections to the proposed easements and will hear all interested persons. The City Clerk is hereby authorized and instructed to give Notice of said public hearing, as required by law.

PASSED AND APPROVED THIS ____ of _____. 2020.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Exhibit A

TOWN & COUNTRY, LOT 3



ORDINANCE 734

AN ORDINANCE AMENDING GRIMES SECTION 92.02(1) WITH REGARD TO WATER SERVICE RATES, SECTION 99.04 WITH REGARD TO SEWER SERVICE RATES, AND SECTION 108.06 FOR COLLECTION OF RECYCLABLE MATERIALS

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances Section 92.02(1) and 99.04 to increase the amount charged for water and sewer rates in order to adjust for increasing costs of maintenance, construction, production, storage and treatment of water and sewage, and Section 108.06(1B) is increased to account for increased costs related to recyclable material collection services.

SECTION 2. Amendment. **Grimes Code of Ordinances Sections 92.02(1), 99.04(2), and 108.06(1B) shall be amended as stricken and underlined below:**

92.02 RATES FOR SERVICE AND METER RENTALS. Water service shall be furnished at the following monthly rates within the City:

1. Residential and Commercial Rates. The charge for water for residential and commercial use is ~~\$8.87~~ \$10.20 per each thousand gallons used.

99.04 SEWER USER CHARGE SYSTEM. Each user shall pay for the services provided by the City based on said user's use of the wastewater treatment works as determined by a water meter or a sewer meter acceptable to the City.

...

2. A. **Individual Sewer Service**-The minimum charge per month for individual sewer service shall be ~~\$6.65~~ \$7.65 for 1000 gallons. This total minimum charge shall be paid by the user responsible for the water meter. A partial month of sewer service shall be prorated.

In addition, each user responsible for a meter (except as provided in subsection 3 of this section) shall pay a user charge rate of ~~\$6.65~~ \$7.65 per 1,000 gallons for all usage in excess of 1000 gallons.

B. **Multi-Unit Sewer Service with One Meter**-In computing the minimum charge for a multi-unit apartment or business complex served by one water meter, the monthly minimum charge will be based upon the number of units per structure or complex times ~~\$6.65~~ \$7.65. The minimum sewer usage will be calculated by multiplying the number of units in the structure or complex times 1,000 gallons. This minimum sewer usage total shall be deducted from the total number of gallons used by the commercial apartment or complex during the month. An additional charged amount shall be

computed based on the gallons of water used in excess of the total minimum sewer usage calculation, and charged at a rate of ~~6.65~~ \$7.65 per thousand gallons. The City will bill only the property owner of the multi-unit apartment or business complex for these sewer usage fees, and the property owner will be legally responsible for the payment of the full sewer usage billing. A partial month of sewer service shall be prorated.

108.06 CHARGE FOR COLLECTION OF RECYCLABLE MATERIALS.

1. Charges for Service – The City Council shall establish the individual charge for recycling collection by ordinance. The City Clerk is authorized to collect this recycling charge by including the charge with and as a part of the bills sent out to the City's water service customers. These charges shall be billed as follows:

....

B. The monthly charge shall be ~~\$3.43~~ \$3.45 effective July 01, ~~2019~~ 2020.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law, except where an effective date is stated in the amendment.

Passed by the City Council on this ____ day of _____ and approved on this ____ day of _____, 2020.

ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

Grimes

Monthly Operations
and Maintenance
Report

March 2020

Prepared by:



1801 James Street
Grimes, IA 50111
(515)986-7300

www.uswutilitygroup.com

MONTHLY REPORT
MARCH 2020
GRIMES WATER & WASTEWATER TREATMENT PLANTS
DISTRIBUTION AND COLLECTION SYSTEMS

Prepared By:





Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

April 15, 2020

Mayor Scott Mikkelsen
City of Grimes
101 NE Harvey St.
Grimes, IA 50111

RE: Monthly Update March 2020

Dear Mayor Scott Mikkelsen:

In accordance with contract requirements, we are pleased to provide the following monthly report for March 2020. Below is a list of the significant events that occurred during the month:

SUBMITTED TO: Mayor Scott Mikkelsen
Jake Anderson, City Administrator
Rochelle Williams, City Clerk
City Council, City of Grimes
Jeff DuPont, U.S. Water Services Corporation

DNR Correspondence:

- Submitted March 2020 Monthly Operating Reports to IDNR.
- Staff continued to update Field Office #5 regarding project progress along with disposal of lime and biosolid residuals.
- Andrew Wood continues to update Field Office #5 on status and schedule changes due to Covid-19.

Safety Training

- Safety Training in March included a **“Safe Driving Online Course.”**

Safety Meeting

- The OSHA safety topics for all USW UTILITY GROUP employees for the month of March 2020 were **“Jackhammer Safety, An Open-and-Shut Case for Gate Valve Safety, Biohazards and Worker Safety and Weld Well to End Well.”**
- There will be a safety topic each week as they relate to the work environment.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Grimes Water Treatment Plant Report for March 2020

1. WTP monthly preventative maintenance and inspections were performed the first week of March. Inspections included the completion of thirty-two (32) work orders that are generated monthly from our Computerized Maintenance Management System.
2. Shank Constructors continued site work for the new Reverse Osmosis plant.
3. Staff repaired took the Solid Contact Unit #2 offline for cleaning and inspection. No major issues were found.
4. Progressive Structures, USW and Northway Well set up a plan and schedule to pressure test the 16" water main.
5. CB&I poured a test panel for the water tower. The panel was cleared by all.
6. Reverse Osmosis skids #1 and #2 performed well during the month March. Normalized flows were within design parameters. No filters were changed.
7. Staff attended progress and pre-con meetings throughout the month.
8. Mechanical and electrical gear installation for the new North Jordan Well has been delayed due to delivery issues related to Covid-19.
9. Lime residual hauling continues.
10. Exercised generators at WTP, Booster station, ASR Well and North Well Field in accordance with Iowa Administrative Code (IAC).
11. Paint work, site work and cleaning continue.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Grimes Distribution and Collection Report for March 2020

1. 132 field service work order were completed for the City.
2. 2 commercial and 23 residential water meters were installed.
3. 2 temporary hydrant flow meters were used.
4. 40 non-payment disconnects were completed.
5. 28 fire hydrants were inspected and flushed, 85 manholes were inspected and 18 valves were exercised.
6. Monthly water loss was estimated at 705,000 gallons due to normal maintenance.
7. There were zero (0) high usage calls.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Grimes Wastewater Treatment Plant Report for March 2020

1. Monthly preventative maintenance and inspections were performed the first week of March. Inspections included the completion of thirty-six (36) monthly work orders that are generated monthly from our Computerized Maintenance Management System.
2. Staff continues to monitor the known source of problematic discharge to the collection system. There were no issues in March.
3. Staff has had to clear more rags and debris from the bar screen and screw press system due to Covid-19 impacts, people staying home and users flushing non-flushable items into the sewer system. This has been common throughout the wastewater industry during these times and we have seen similar impacts to each of the utilities we operate around the Country.
4. Staff cleaned the scum out Scum Pit #3.
5. WRA engineering and design discussions continue.
6. Exercised WWTP, Gateway Lift Station and Southeast Lift Station generators according to Iowa Administrative Code (IAC).
7. Weekly lift station inspections were performed.
8. Painting of pipe and structures also continues.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

USW UTILITY GROUP

Staffing for Grimes, IA

Project Manager

- Andrew Wood
 - o IDNR Grade 3 WT, Grade 3 WWT, Grade 3 Distribution

Lead WTP Operator

- Jeff Waters
 - o IDNR Grade 3 WT, Grade 2 WWT, Grade 2 Distribution

Lead WWTP Operator

- Christina Shepherd
 - o IDNR Grade 3 WWT, Grade 2 WT

Operation/Maintenance Supervisor

- Mathew Gilmore
 - o IDNR Grade 4 WT, Grade 2 WWT, Grade 3 Distribution

Operator/Maintenance Tech

- Nick Deardorff
 - o IDNR Grade 2 WT, Grade 2 WWT, Grade 2 Distribution

Operator/Maintenance Tech

- Thomas Van Horn
 - o IDNR Grade 2 WT, Grade 2 WWT, Grade 2 Distribution

If you would like to meet to discuss any of the items noted above at your convenience, please do not hesitate to contact me.

Sincerely,

Andrew Wood
Project Manager
USW UTILITY GROUP



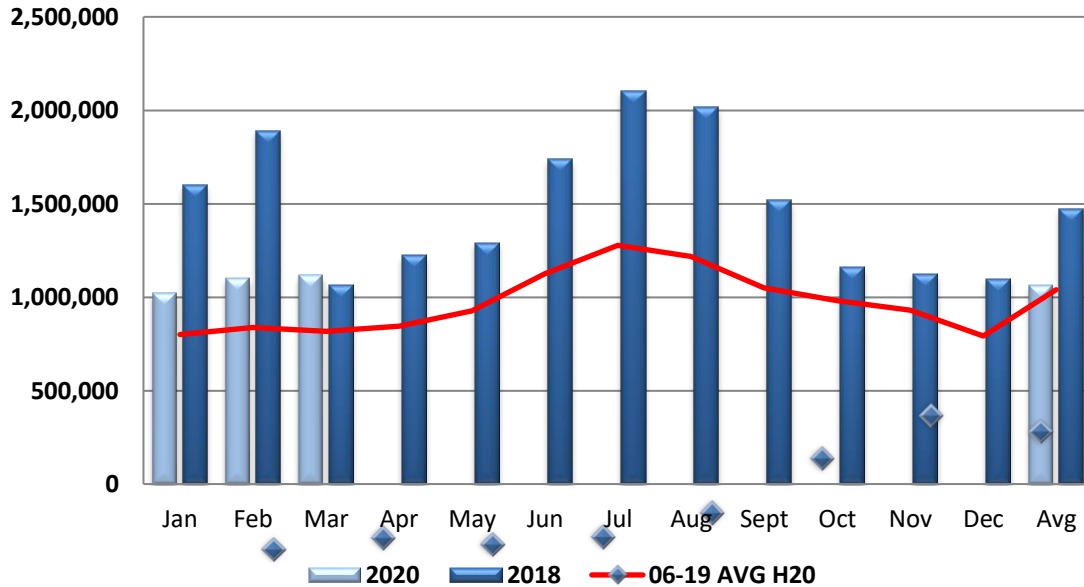
Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

		Mar-20	Feb-20	Mar-19
Water	Units			
Average Daily Pumped	gallons	1,116,806	1,099,655	1,066,065
Maximum Daily Pumped	gallons	1,307,000	1,320,000	1,657,000
Minimum Daily Pumped	gallons	954,000	909,000	869,000
Hardness				
Hardness - Avg Raw	grains	27.34	27.87	26.93
Hardness - Avg Finish	grains	5.08	5.49	5.72
Iron mg/l				
Avg Raw	mg/L	7.69	7.72	7.39
Avg Finish	mg/L	0.05	0.04	0.06
Fluoride mg/l				
Avg Raw Fl.	mg/L	0.47	0.31	0.38
Avg Finish Fl.	mg/L	0.39	0.24	0.24
Wastewater				
BOD	mg/L			
BOD Effluent Avg	mg/L	0.61	6.56	0.85
BOD Effluent Permit Limit	mg/L	25	25	25
TSS				
TSS Effluent Avg	mg/L	0.00	0.00	0.00
TSS Effluent Permit Limit	mg/L	30	30	30
Nitrogen Ammonia				
NH3-N Effluent Avg	mg/L	0.00	0.00	0.78
NH3-N Effluent Permit Limit	mg/L	2.8	5.8	2.8
Effluent Flow				
Average Daily	gallons	2,027,097	1,820,345	2,269,032
Maximum Daily	gallons	2,780,000	1,980,000	3,070,000
Minimum Daily	gallons	1,660,000	1,690,000	1,540,000
Distribution				
Work Orders	#	132	138	81
Locates	#	-	-	-
Meters Installed				
Residential	#	23	18	19
Commercial	#	2	1	4
Temporary Hydrants Meters	#	2	1	3
Disconnect Notices	#	-	-	84
Services Disconnected	#	40	26	20
Hydrants Inspected/Flushed	#	28	14	13
Valves Exercised	#	18	8	12
Manholes Inspected	#	85	45	14

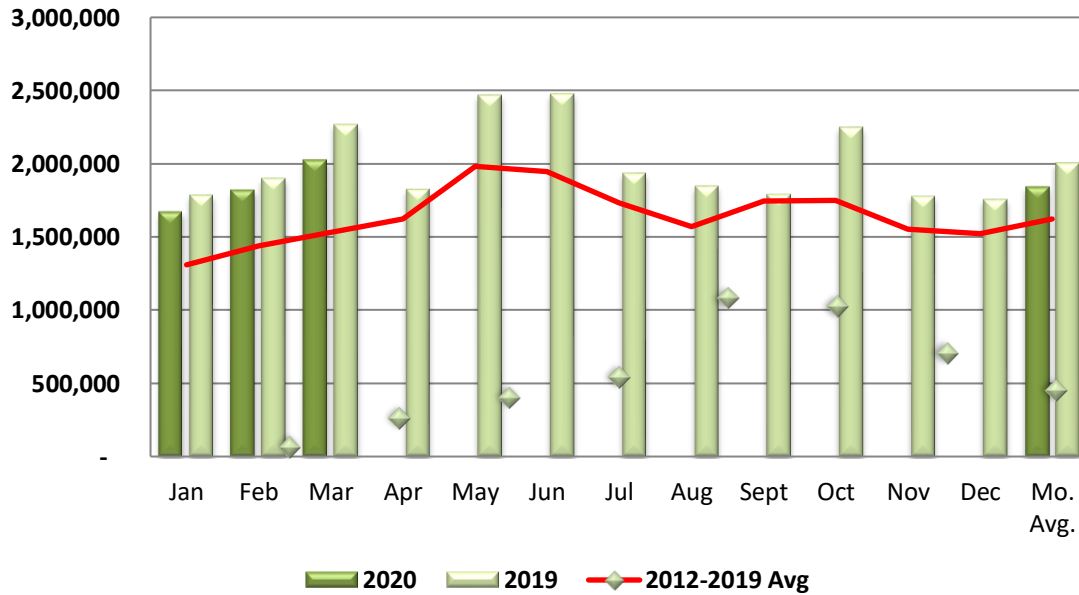


Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Average Daily Water Pumped - In Gallons



Average Daily Wastewater Pumped - In Gallons





Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

