

1. Agenda

Documents:

[082520 CC AGENDA2.PDF](#)

2. Meeting Materials

Documents:

[082520 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:

Join Zoom Meeting

<https://zoom.us/j/99151480939>

2. By Phone: US 16465588656

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 AUGUST 25, 2020 AT 5:30 PM AT GRIMES CITY HALL

1. Call to Order
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. Resolution 08-2620 Consent and Agreement for Improvements 201 NE 22nd Circle Lot 4 of Chevalia Valley
 - C. Resolution 08-2720 Consent and Agreement for Improvements 2204 Little Beaver Drive Heritage at Grimes Plat 6
 - D. Change Orders:
 - a. Change Order #1 to Shank Constructors, Inc for the Reverse Osmosis Water Treatment Plant - Phase 1 \$37,166.00
 - E. Pay Requests:
 - a. Pay Application #8 to Shank Constructors for the Reverse Osmosis Water Treatment Plant Phase 1 \$1,416,281.85
 - F. Professional Services Pay Requests:
 - a. Pay Request #10 McClure Engineering Company for the Reverse Osmosis Water Treatment Plant – Phase 1 \$49,286.35
 - b. Pay Request #9 McClure Engineering Company for the New 1.5 MG Elevated Storage Tower – Construction Phase \$11,215.00
 - c. Whitfield & Eddy Law \$16,445.00
 - d. Allender Butzke Engineers Inc. for Grimes Reverse Osmosis Water Treatment Plant \$6,402.70
 - e. FOX Engineering \$19,493.15
 - G. Resolution 08-2120 Approving the Annual Street Finance Report for 2020 Fiscal Year
 - H. Resolution 08-2520 Requesting Reimbursement from the Iowa COVID-19 Government Relief Fund
 - I. Wulfekuhle Injection and Pump \$40,109.08 lime removal
 - J. Grimes Purchasing & Procurement Policy Update
 - K. Authorizing Purchase of GPS Equipment
 - L. Authorizing Purchase of 2 Vehicles for Development Services
 - M. Resolution 08-2920 Setting a Date for a Public Hearing on Designation of the Expanded Grimes Urban Renewal Area and on Urban Renewal Plan Amendment
 - N. Claims Report

PUBLIC FORUM

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

PUBLIC AND COUNCIL AGENDA ITEMS

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

- A. Public Hearing and First Reading of Ordinance 738 for Willow Hills

- B. Crossroads Plat 6, Lot 1 Site Plan
- C. 37th Street Hy-Vee Fast and Fresh – Site Plan
- D. Resolution 08-2420 Authorizing and Approving a Loan Agreement, providing for the sale and issuance of \$4,170,000 General Obligation Refunding Bonds, Series 2020B, and providing for the levy of taxes to pay the same
- E. Resolution 08-2620 Approving Amended Development Agreement with Heritage at Grimes LLC
- F. Grimes Urban Renewal Area
 - a. Resolution 08-2820 Deleting Property from the Grimes Urban Renewal Area
 - b. An Ordinance Deleting Property from the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa

COUNCIL DISCUSSIONS

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

ADJOURNMENT

CITY COUNCIL MEETING
Tuesday August 11, 2020
410 SE Main Street, Grimes Community Complex 5:30 P.M.

*Please note that this City Council Meeting was held as an electronic and in person 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 in person and by electronic meeting/Zoom on Tuesday August 11, 2020 at 5:39 P.M. Mayor Mikkelsen and Council Members Johansen, Gisch, and Borcharding, attended the meeting by Zoom. 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: Mayor Scott Mikkelsen, David Gisch, Andrew Borcharding, Jill Altringer, Ryan Burger, Eric Johansen

AGENDA ITEMS

Approval of the Agenda

Mayor Mikkelsen asked for approval of the agenda.

Moved by Gisch, Second by Johansen, to approve the agenda with the addition of Item X as an Emergency Resolution 08-2320 waiving permit fees for 90 days due to storm repairs.

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

CONSENT AGENDA

A. Minutes from previous meeting B. J& M Lawn and Landscaping Bid for 19th and County Line Road Seeding and Mulch \$22,139.31 C. Cash Bond Refund \$64,910.30 to Kwik Star for Completion of Landscaping on Lot 1 of Destination Market D. 5 Year Lease with Koch Office Group for a Lanier IMC600 Copier for Development Services E. Assignment and Assumption of Development Agreement for Grimes Industrial Park 5 F. Resolution 08-0320 To Contract with Group Creative Services for Development of a Public Art Master Plan Consulting Services (BRAVO) G. Encode Plus \$36,589.00 Software License Fee, Maintenance, Build Fee #1 H. City of Des Moines 2020 WRA 28E Payment \$606,953.00 I. Resolution 08-1120 Amending Personnel Policies in Employee Handbook J. Resolution 08-0920 Accepting a Proposal from Redbud Landscaping in the amount \$19,201.50 for Native Vegetation Enhancements in Three Existing Storm Water Basins K. Resolution 08-1020 A Resolution Approving Job Description, Setting Pay Classifications and Making Pay Adjustments for Part-time Library Staff L. Purchase of Two F250 Ford Trucks \$60,194.00 M. Alcohol License Renewals a. Pole Positon Raceway Class B Beer License 1350 SE Gateway Drive b. Fareway Stores Class E Liquor License 351 Gateway Drive N. Hawkins, Inc \$7,187.56 water treatment O. Cruiser Electric LLC \$8,806.00 LED Lighting at Water Plant P. Municipal Supply, Inc \$11,305.25 water meters and parts Q. Consent and Agreement for Improvements a. Resolution 08-1220 Lot 47 of Brentwood Estates – 2942 NE Brentwood Circle b. Resolution 08-1320 Lot 15 of Kennybrook Estates Plat 10 – 211 SW Hickory Glen c. Resolution 08-1420 Lot 42 Glenstone Trail Plat 1 – 2901 SE Stone Ridge Street R. Professional Services a. Whitfield & Eddy Law \$13,457.85 b. Amendment No. 1 to MSA Contract for North Sports Complex Sanitary Sewer \$6,700.00 and North Pointe Storm Sewer Extension \$5,100.00 c. Pay Application #3 to MSA Professional Services, Inc for the North Pointe Storm Sewer Extension \$815.50 d. Pay Application #3 to MSA Professional Services, Inc for the North Sports Complex Sanitary Sewer

Extension \$774.00 e. Pay Application #10 to Bolton & Menk, Inc for SW County Line Road Improvements Construction Services \$13,132.00 f. Pay Application #7 to Bolton & Menk for Highway 44 and SW County Line Road Intersection Improvements \$11,325.00 g. Pay Application #9 Bolton & Menk, Inc for Hope Commercial Plat 1 Public Improvements Construction Services \$9,132.50 h. Pay Application #20 to Veenstra & Kimm, Inc for WRA Connector \$36,812.00 i. Pay Application #3 to Veenstra & Kimm, Inc for the Northwest Territory Lift Station and Forced Main Project \$5,264.00 j. Fox Engineering for \$8,879.25 k. Pay Application #2 to Foth Infrastructure & Environments, LLC for the S James Street and SE 6th Street Intersection Improvements \$985.56 l. Pay Application #3 to Foth Infrastructure & Environment, LLC for the S James Street and SE 6th Street Intersection Improvements \$472.00 S. Pay Applications: a. Pay Application #11 CB&I-1.5 MG Elevated Water Storage Tower \$279,415.86 b. Pay Application #10 to Lee Chamberlin Consultant Engineers, Inc for the SE Trailridge Road & SE Little Beaver Drive Culvert Improvements \$18,572.50 c. Pay Application #18 to Lee Chamberlin Consultant Engineers, Inc for the GIS Program \$70,258.75 d. Pay Application #13 to Grosch Irrigation Company for the New Jordan Well \$35,743.75 e. Little Beaver and Prairie Creek Channel Improvement Project 1. Change Order #8 Changing the contract units for balance of quantities deduct of \$278,101.18 2. Certificate of Substantial Completion of the Little Beaver and Prairie Creek Channel Improvements 3. Engineer's Statement of Completion of the Little Beaver and Prairie Creek Channel Improvements 4. Pay Application #14 to All Terrain Seeding for the Little Beaver and Prairie Creek Channel Improvements \$3,705.00 5. Pay Application #15 to All Terrain Seeding for the Little Beaver and Prairie Creek Channel Improvements retainage to be paid in 30 days \$39,738.84 f. Pay Application #9 to McAninch Corporation for Hope Commercial Plat 1 \$417,619.73 g. Pay Application #10 to Concrete Technologies Inc for SW County Line Road Improvements \$33,418.63 T. Resolution 08-2220 Approving Agreement Regarding Voluntary Annexation of Certain Property Into The City of Grimes U. Claims dated July 27, 2020 in the amount of \$583,121.73 V. Claims date August 11, 2020 in the amount of \$2,073,814.22 W. Finance Report for July 2020 X. Resolution 08-2320 Waiving Building Permit Fees Due to Storm Damage

Moved by Altringer, Second by Gisch, to approve the Consent Agenda.

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

PUBLIC FORUM - None

PUBLIC AND COUNCIL AGENDA ITEMS

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

A. Resolution 08-0120 Economic Development Action Plan and Incentive Policies

Development Services Director Alex Pfaltzgraff stated that during the 2019 Strategic Planning Process, Council prioritized the development of an Economic Development Action Plan as well as certain incentive policies. Pfaltzgraff said that staff has developed an action plan that outlines and clarifies the procedural framework that applicants must follow to apply for these incentives. He noted this strategy includes an action plan with numerous goals and objectives, as well as individual incentive policies for certain areas/developments within the City. Council Member Gisch asked what criteria was used to determine how and when incentives were appropriate. Economic Development Director Brian Buethe stated that there is an extensive application process and requirements to be met for any applicants, and ultimately, any approval would require a Development Agreement be in place as well as being subject to the discretion of the Council.

Motion by Altringer, Second by Burger, to approve Resolution 08-0120 Economic Development Action Plan and Incentive Policies.

Roll Call: Aye: All, Nays: 0 Motion passes 5-0

B. Resolution 08-0220 Adopting Final Assessment Schedule for the South James and SE 37th Street Improvements of the City of Grimes and Amending, Confirming and Levying the Assessments

City Attorney Tom Henderson addressed the Council to provide an overview of the assessment process and the legal issues addressed from the construction of the S James and SE 37th Street. Henderson stated the improvement project is now complete and the final assessment has been prepared.

Motion by Altringer, Second by Burger to approve Resolution 08-0220 Adopting Final Assessment Schedule for the South James and SE 37th Street Improvements of the City of Grimes and Amending, Confirming and Levying the Assessments

Roll Call: Aye: All, Nay: 0 Motion passes 5-0

C. Site Plan for Sweet Honey

Development Director Pfaltzgraff stated that the applicant is requesting approval of the site plan for a 10,000 square foot warehouse. Pfaltzgraff said this property is located on SE Destination Drive within the M-2 zoning district and is not within any overlay districts. Pfaltzgraff noted this site would have two entrances off of SE Destination Drive. Pfaltzgraff stated that there would not be any outdoor storage with this company and everything would be kept inside. Pfaltzgraff said the Planning and Zoning Commission had reviewed the Site Plan and recommend approval subject to any staff comments.

Motion by Altringer, Second by Burger, to approve the Site Plan for Sweet Honey.

Roll Call: Aye: All, Nay: 0 Motion passes 5-0

D. Second Reading of Ordinance 737 Prairie Business Park Rezone to Amend the Ordinance Pertaining to the Original Rezoning

Development Services Director Alex Pfaltzgraff addressed the Council stating that the owners approached city staff with this request on behalf of a potential tenant. Pfaltzgraff stated the tenant prospect needs to have the ability to park logoed vehicles upon the site, specifically semi-tractor trailers (8 detached trailers), as well as box vans (26 motorized vehicles). Pfaltzgraff said the tenant cannot be named at this time; however, he had confirmed that the vehicles will only be utilized for the distribution of product. Pfaltzgraff said the tenant prospect would be occupying approximately 20,000 to 30,000 square feet within the Prairie Business Park Building 2.

Pfaltzgraff stated he has evaluated the request, and believes that with appropriate screening and limitations to the number of vehicles, the request is found to be reasonable. Pfaltzgraff also noted that this request is not a waiver, and they are not asking for a change to the ordinance. He added that the owner is only seeking to clarify and better define their own self imposed restrictions regarding logoed vehicles. Pfaltzgraff stated the proposed area for storage of vehicles is a significant distance from SE 37th St and S. James Street. Pfaltzgraff said in the future SE 40th Street will extend east, however with the screening proposed, the viewpoints would be limited. Pfaltzgraff added that in 2019, the City Council approved a similar request for the storage of construction materials between Buildings 1 and 2. Pfaltzgraff stated that this amendment would only allow logo vehicles where appropriate screening is present.

Motion by Johansen, Second by Altringer, to approve Second Reading of Ordinance 737 Prairie Business Park Rezone to Amend the Ordinance Pertaining to the Original Rezoning

Roll Call: Aye: All, Nay: 0 Motion passes 5-0

Motion by Johansen, Second by Altringer to Waive the 3rd reading of Ordinance 737 Prairie Business Park Rezone to Amend the Ordinance Pertaining to the Original Rezoning

Roll Call: Aye: All, Nay: 0 Motion passes 5-0

Motion by Johansen, Second by Altringer to adopt Ordinance 737 Prairie Business Park Rezone to Amend the Ordinance Pertaining to the Original Rezoning

Roll Call: Aye: All, Nay: 0 Motion passes 5-0

E. Second Reading on Ordinance 736 on an Proposed Amendment to the Grimes Code of Ordinance Chapter 63 Regulating Speed Limits for 200 ft. east of NE Chevalia Drive and NE 27th Street intersection

City Engineer Matt Ahrens addressed the Council stating that the City has been working closely with Polk County on this section of road as it is subject to both jurisdictions. Ahrens said the purpose of this Ordinance is to amend Grimes Code of Ordinances Chapter 63 to add a new Section 63.10 to provide a speed limit of 35 miles per hour on NE 27th from N. James Street to the east, to a point 200 feet east of the intersection of NE 27th Street with NE Chevalia Drive. Ahrens stated that Polk County has completed their traffic studies and changed the speed limit on the county section to 35 miles per hour. Pfaltzgraff advised they would use the speed trailer at this location to advise the public in the change of speed limit.

Motion by Altringer, Second by Burger, to approve Second Reading and Waive the Third Reading on Ordinance 736 on a Proposed Amendment to the Grimes Code of Ordinance Chapter 63 Regulating Speed Limits for 200 ft. east of NE Chevalia Drive and NE 27th Street intersection

Roll Call: Aye: All, Nay: 0 Motion passes 5-0

Motion by Altringer, Second by Burger, to approve the Final Passage on Ordinance 736 on a Proposed Amendment to the Grimes Code of Ordinance Chapter 63 Regulating Speed Limits for 200 ft. east of NE Chevalia Drive and NE 27th Street intersection

Roll Call: Aye: All, Nay: 0 Motion passes 5-0

F. General Obligation Refunding Loan Agreement for \$4,400,000

Finance Director Marcia Woodke addressed the Council stating that this request is for refunding on the 2012 bond issue. Woodke stated that when the numbers were run in March of this year, the interest rates were not looking very attractive. She said since that time the rates have changed considerably, and estimates the city would save approximately \$162,000.00 by refunding that issue now. Woodke advised the Council that there would need to be a budget amendment to address this change.

Motion by Altringer, Second by Burger, to approve the General Obligation Refunding Loan Agreement for \$4,400,000.00

Roll Call: Aye: All, Nay: 0 Motion passes 5-0

a. Public Hearing on a Proposal to Enter Into a General Obligation Refunding Loan Agreement in the amount of \$4,400,000 Mayor Mikkelsen opened the Public Hearing at 6:18. Being no written or oral comments, Mayor

Mikkelsen closed the Public Hearing at 6:18.

b. Resolution 08-0420 Taking Additional Action on a Proposal to Enter Into a Loan Agreement, Setting the Date for Sale of General Obligation Refunding Bonds, Series 2020B and Authorizing the Use of a Preliminary Official Statement in Connection Therewith

Motion by Altringer, Second by Burger, to approve Resolution 08-0420 Taking Additional Action on a Proposal to Enter Into a Loan Agreement, Setting the Date for Sale of General Obligation Refunding Bonds, Series 2020B and Authorizing the Use of a Preliminary Official Statement in

Connection Therewith

Roll Call: Aye: All, Nay: 0 Motion passes 5-0

G. Resolution 08-0520 REAP Grant Application

Pfaltzgraff told the Council that Staff is seeking approval for a REAP, Resource Enhancement And Protection, grant application. Pfaltzgraff said eligible projects can receive funding for land acquisition for parkland and trail improvements. Pfaltzgraff said with the anticipated growth in the southern section of town, staff felt it was a good time to move forward with acquiring the land for future park and trail projects.

Motion by Altringer, Second by Burger, to approve Resolution 08-0520 REAP Grant Application.

Roll Call: Aye: All, Nay: 0 Motion passes 5-0

H. Resolution 08-0620 Accepting a Proposal from Vanderpool Construction, Inc. in the amount of \$59,970.00 for the Construction of the North Sports Complex Sanitary Sewer Extension Project

City Planner Matt Ahrens addressed the Council stating that this is an informal project, due to its size and scope, to get sewer service to several lots on the north end of Grimes. Ahrens said that a total of 7 bids came in on this project. Ahrens said Vanderpool Construction came in with the low bid, and he had experience working with Vanderpool and believed they had the necessary experience with projects such as this one.

Motion by Altringer, Second by Burger, to approve Resolution 08-0620 Accepting a Proposal from Vanderpool Construction, Inc. in the amount of \$59,970.00 for the Construction of the North Sports Complex Sanitary Sewer Extension Project

Roll Call: Aye: All, Nay: 0 Motion passes 5-0

I. Resolution 08-0720 Accepting a Proposal from Vanderpool Construction, Inc. in the Amount of \$51,335.00 for the Construction of the North Pointe Storm Sewer Extension Project

City Planner Ahrens stated that this is a similar project and had 5 bids come back. Ahrens said this project is to help with drainage issues in the North Pointe section of Grimes, and staff felt Vanderpool would be in a good position to coordinate with the sewer extension project as well. Ahrens said that inspections for this project would be performed in house by the Senior City Engineer Tech, Tony Hansen.

Council Member Altringer stated that due to technical difficulties affecting the meeting, as well as the non-sensitive nature of the items remaining, she recommended approving all remaining items in one vote. Mayor Mikkelsen agreed.

The following Items were voted on in one motion:

J. Iowa Department of Transportation Agreement for Urban-State Traffic Engineering Program (U-Step) Project (construction of east bound left turn lane and installation of new traffic signals at NW Brookside Drive and Iowa 44)

K. Resolution 08-0820 Authorizing the City of Grimes, Iowa, to Submit an Iowa Department of Transportation Traffic Safety Improvement Program Application for Partial Funding of the South Bound (SB) Iowa Hwy 141 Ramps & E 1st Street (Iowa Hwy 44) Traffic Signalization Project

L. Resolution 08-1520 Iowa Department of Transportation Cooperative Agreement for Primary Road Project between Johnston and Grimes to Develop a Master Plan for the Iowa 141 Corridor Study

M. Resolution 08-1620 To Enter Into a Contract for Professional Services with Bolton and Menk for Highway 44 Corridor Study

- N. Resolution 08-1720 To Enter Into a Contract for Professional Services with HR Green for Pavement Management Study**
 - O. Resolution 08-1820 To Enter Into A Contract for Professional Services with McClure Engineering for a Water System Study**
 - P. Resolution 08- 1920 To Enter Into A Contract for Professional Services with Foth Engineering for a James Street Corridor Study**
 - Q. Resolution 08-2020 To Enter Into A Contract for Professional Services with Snyder Engineering for a 2020 Signal Network Communication (ICAAP Application)**
- Motion by Altringer, Second by Burger, to approve all remaining items I – Q
Roll Call: Aye: All, Nay: 0 Motion passes 5-0

COUNCIL DISCUSSIONS

- 1. Mayor's Report** –Mayor Mikkelsen wanted to commend city staff on the great job they have been doing with ongoing clean up around town after the storms came through. He appreciated how quickly they pulled together and how they continue to provide ongoing service to the community with the clean-up.
- 2. City Staff's Report-** City Administrator Anderson agreed and thanked the Public Works crew for their efforts.
- 3. Council Reports-** None

ADJOURN

Motion by Burger to adjourn the meeting at 6:30 pm.
Roll Call: Ayes: All, Nays: None Motion passes 5 to 0

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

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 Gunnar and Renee Klyn (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 4 of Chevalia Valley 2 (201 NE 22nd Circle), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain storm water flowage easement, dated January 12, 2016 recorded on July 5, 2016, in Book 16076, Page 956, 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 17th day of August, 2020

PROPERTY OWNERS



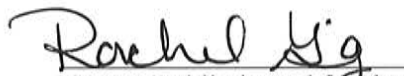
Gunnar Klyn



Renee Klyn

STATE OF IOWA)
COUNTY OF Polk) SS

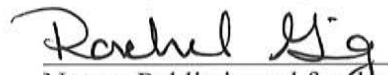
On this 17th day of August, 2020 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gunnar Klyn, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.


Notary Public in and for the
State of Iowa

My Commission expires April 26, 2022

STATE OF IOWA)
COUNTY OF Polk) SS

On this 17th day of August, 2020 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Renee Klyn, 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 April 26, 2022

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 Hawkey, 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 storm water flowage easement for Chevalia Valley 2 Lot 4.

SYNOPSIS: The owner of 201 NE 22nd Circle has requested approval to install a fence within the storm 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 storm water flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve storm water flowage easement for Chevalia Valley 2

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within storm water flowage easement for Chevalia Valley 2 Lot 4.

EXHIBIT A

EASEMENT AREA

A 4' black chain link fence has been proposed to be constructed in a storm water flowage easement on Lot 4 of Chevalia Valley 2 (201 NE 22nd Circle) in accordance to permit number FN-20-06898.

RESOLUTION NO. _____

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN STORM WATER
FLOWAGE EASEMENT FOR
LOT 4 IN CHEVALIA VALLEY 2
201 NE 22ND CIRCLE

WHEREAS, the owners of Lot 4 in Chevalia Valley 2 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within storm 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 storm water 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 storm water flowage easement ("Consent and Agreement") regarding Lot 4, Chevalia Valley 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



*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 for Heritage at Grimes Plat 6 Lot 4.

SYNOPSIS: The owner of 2204 NE Little Beaver 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 Heritage at Grimes Plat 6

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 Heritage at Grimes Plat 6 Lot 4.

EXHIBIT A

EASEMENT AREA

A 4' black chainlink fence has been proposed to be constructed in an overland flowage easement on Lot 4 of Heritage at Grimes Plat 6 (2204 NE Little Beaver Drive) in accordance to permit number FN-20-06901.

RESOLUTION NO. _____

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 4 IN HERITAGE AT GRIMES PLAT 6
2204 NE LITTLE BEAVER DRIVE

WHEREAS, the owners of Lot 4 in Heritage at Grimes Plat 6 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 4, Heritage at Grimes Plat 6, 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 Casey and Alissa Herrick 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 4 of Heritage at Grimes Plat 6 (2204 NE Little Beaver Drive), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated October 10, 2017 recorded on November 17, 2017 in Book 16729, Page 16, 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 17 day of August, 2020.

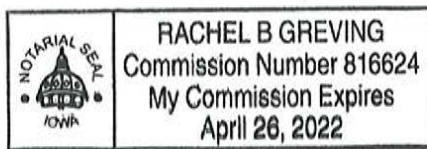
PROPERTY OWNERS

[Signature]
Casey Herrick

[Signature]
Alissa Herrick

STATE OF IOWA)
COUNTY OF Polk) SS

On this 17 day of August, 2020 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Casey Herrick, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.



[Signature]
Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2022

STATE OF IOWA)
COUNTY OF Polk) SS

On this 17 day of August, 2020 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Alissa Herrick, 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.



[Signature]
Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2022

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 _____

	CONTRACT CHANGE ORDER	Change Order Number:	001
		MEC Project Number:	190904-00
		Contract Date:	12/2/2019
For Contracted Project:	City of Grimes, IA Reverse Osmosis Water Treatment Plant - Phase 1 SRF # - FS-77-18-DWSRF-016	Date of Issuance:	8/17/2020
		Effective Date:	
		Original Contract Price:	\$ 17,951,200.00
Owner:	City of Grimes, IA 101 NE Harvey Street, Grimes, Iowa 50111	Current Contract Price:	\$ 17,951,200.00
Contractor:	Shank Constructors, Inc. 3501 85th Avenue North Brooklyn Park, MN 55443	Current Contingency Allowance:	\$ -
		Current Substantial Completion Date:	9/1/2021

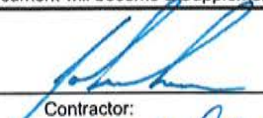
You are hereby requested to comply with the following changes below from the original contracted plans and specifications.

Description of Changes	ADJUSTMENT to Contingency Allowance	DECREASE in Contract Price	INCREASE in Contract Price
1. PCO-001 - Addition 16'-0" Double Leaf Northwest Gate on New Fence per Plan Sheet C102.	\$ -	\$ -	\$ 1,501.00
2. PCO-002 - Add 4" P-Trap to Plumbing Catch Basin CB-1.	\$ -	\$ -	\$ 1,829.00
3. PCO-003 - Relocation of Connection Point of 8" Concentrate Force Main at WWTF.	\$ -	\$ -	\$ 9,713.00
4. PCO-005 - Repair of Unforeseen Drain Tile at 8" Concentrate Force Main at Northeast Corner of Lime Sludge Lagoon - Extend to Daylight	\$ -	\$ -	\$ 2,159.00
5. PCO-006 - Installation of High Load Styrofoam Insulation Over Shallow Water Mains at Westside of New RO WTP.	\$ -	\$ -	\$ 7,284.00
6. PCO-007 - Relocation of SMH-20 per Plan Sheet C419	\$ -	\$ 9,713.00	\$ -
7. PCO-009 - Addition of Electric Latch & Hinges to Doors D119B & D120B.	\$ -	\$ -	\$ 3,606.00
8. PCO-010 - Additional Structural Support for Roof Post Aeration Blower Motors.	\$ -	\$ -	\$ 14,433.00
9. PCO-011 - Additional Structural Support for Roof Permeate Piping Supports at Post Aeration.	\$ -	\$ -	\$ 6,354.00
Totals:	\$ -	\$ 9,713.00	\$ 46,879.00
Contingency Allowance Remaining:	\$ -		
Net Change to Contract Price:		\$ 37,166.00	
Updated Contract Price:		\$ 17,988,366.00	

Justification:	See attached PCO documentation.
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The Amount of the Contingency Allowance will be UNCHANGED by the Sum of:	\$0.00
<i>Zero and 00/100 Dollars</i>	
The Total Remaining Contingency Allowance including this and previous Change Orders will be:	\$0.00
<i>Zero and 00/100 Dollars</i>	
The Amount of the Contract will be INCREASED by the Sum of:	\$37,166.00
<i>Thirty-seven Thousand One Hundred Sixty-six and 00/100 Dollars</i>	
The Total Contract Price including this and previous Change Orders will be:	\$17,988,366.00
<i>Seventeen Million Nine Hundred Eighty-eight Thousand Three Hundred Sixty-six and 00/100 Dollars</i>	
The Contract Period provided for Substantial Completion will be UNCHANGED :	09/01/2021

This Document will become a Supplement to the Contract dated December 2, 2019, and all Provisions will apply hereto.

Requested By:		Contractor:	Shank Constructors, Inc.	August 17, 2020
				Date
Recommended By:		Engineer:	McClure Engineering Co.	8-18-20
				Date
Accepted By:		Owner:	City of Grimes, IA	
				Date
Approved by Funding Agency: (if applicable)				
				Date

This information will be used as a record of any changes to the Original Construction Contract.

CHANGE ORDER #1 BREAKDOWN

PROJECT NO:		190904							
PROJECT:		Grimes, IA - Reverse Osmosis WTP - Phase 1							
CONTRACTOR:		Shank Constructors Brooklyn Park, MN 55443							
Original Contract Amount:		\$	17,951,200	Contract Amount after CO-001:					
PCO NO.	DESCRIPTION	REQUESTED BY	DATE REC'D		AMOUNT REQUESTED	MEC APPROVAL			COMMENTS
						YES/NO	DATE	AMOUNT	
1	Addition of North Gate	MEC	2/12/20		\$ 1,501.00	YES	8/17/20	\$ 1,501.00	MEC Requested PPC-001
2	Add 4" P-Trap to Plumbing Catch Basin	Contractor	2/11/20		\$ 1,829.00	YES	8/17/20	\$ 1,829.00	Response to RFI-013
3	Move 8" Conc. Force main	MEC	8/3/20		\$ 9,713.00	YES	8/17/20	\$ 9,713.00	MEC Requested PPC-002
5	Unforeseen Drain Tile at 8" Conc. - Extend to Daylight	Contractor	8/3/20		\$ 2,159.00	YES	8/17/20	\$ 2,159.00	Response to RFI-059
6	High Load Styrofoam Insulation Over Water Mains	Contractor	8/3/20		\$ 7,284.00	YES	8/17/20	\$ 7,284.00	Response to RFI-057
7	Relocate Manhole SMH-20	MEC	7/28/20		\$ (9,713.00)	YES	8/17/20	\$ (9,713.00)	MEC Requested PPC-003
9	Add Electric Latch & Hinge to 1 Leaf of Doors D119B & D120B	Contractor	8/6/20		\$ 3,606.00	YES	8/17/20	\$ 3,606.00	Response to RFI-038
10	Add Blower Support Frames	Contractor	7/30/20		\$ 14,433.00	YES	8/17/20	\$ 14,433.00	Response to RFI-042
11	Add Two Aerator Beams	Contractor	8/4/20		\$ 6,354.00	YES	8/17/20	\$ 6,354.00	Response to RFI-067
TOTALS:					\$	37,166.00		\$	37,166.00

PR PRICING REQUEST**CONTRACTOR:**

Shank Constructors, Inc.
3501 85th Ave. N.
Brooklyn Park, MN 55443
SCI Project #1300

PROJECT:

Grimes Reverse Osmosis WTP, Phase 1
Grimes, Iowa

OWNER:

City of Grimes

SCI PCO NO.: 01

DATE: 02/12/19

DESCRIPTION OF WORK: Add 16' Double Swing Gate

COST DESCRIPTION	SUB CONTRACTOR	SHANK CONSTRUCTORS	TOTAL
Direct Cost Cost of Work Des Moines Stl Fence	\$1,140	244.94	\$1,385
Total Direct Cost	\$1,140	\$245	\$1,385
Contractor's Fees Markup on Subcontractor - 5% Markup on SCI - 15%			\$57 \$37
Total Direct Cost & Fees			\$1,479
Supplement Costs Bonds & Insurances - 1.5%			\$22
GRAND TOTAL			\$1,501

The cost of this change order includes only those direct costs which can be identified at this time. There are no red-line drawings of the changes, impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact costs because of multiple changes, delays or other causes beyond our control, we will submit those costs at that time and expect to be paid for those costs.

Direct Job Time Extension:

We are unable to ascertain the time extension needed. Once the engineer has approved this change we will contact the supplier to obtain the time required.

Pricing is valid for 30 days, subject to review thereafter.

CPR Itemized Breakdown

Printed: 2/12/2020

PR PRICING REQUEST**CONTRACTOR:**

Shank Constructors, Inc.
3501 85th Ave. N.
Brooklyn Park, MN 55443
SCI Project #1300

PROJECT:

Grimes Reverse Osmosis WTP, Phase 1
Grimes, Iowa

OWNER:

City of Grimes

SCI PCO NO.: 02

DATE: 02/11/20

DESCRIPTION OF WORK: Add 4" P-Trap to Plumbing Catch Basin

COST DESCRIPTION	SUB CONTRACTOR	SHANK CONSTRUCTORS	TOTAL
Direct Cost Cost of Work		1,567.25	\$1,567
Total Direct Cost	\$0	\$1,567	\$1,567
Contractor's Fees Markup on Subcontractor - 5% Markup on SCI - 15%			\$0 \$235
Total Direct Cost & Fees			\$1,802
Supplement Costs Bonds & Insurances - 1.5%			\$27
GRAND TOTAL			\$1,829

The cost of this change order includes only those direct costs which can be identified at this time. There are no red-line drawings of the changes, impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact costs because of multiple changes, delays or other causes beyond our control, we will submit those costs at that time and expect to be paid for those costs.

Direct Job Time Extension:

We are unable to ascertain the time extension needed. Once the engineer has approved this change we will contact the supplier to obtain the time required.

Pricing is valid for 30 days, subject to review thereafter.

CPR Itemized Breakdown

Printed: 8/3/2020

PR PRICING REQUEST**CONTRACTOR:**

Shank Constructors, Inc.
3501 85th Ave. N.
Brooklyn Park, MN 55443
SCI Project #1300

PROJECT:

Grimes Reverse Osmosis WTP, Phase 1
Grimes, Iowa

OWNER:

City of Grimes

SCI PCO NO.: 03

DATE: 08/03/20

Revised

DESCRIPTION OF WORK: Move 8" Concentrate Force Main

NOTE: Price Per Completed Work

COST DESCRIPTION	SUB CONTRACTOR	SHANK CONSTRUCTORS	TOTAL
Direct Cost Cost of Work		8,321	\$8,321
Total Direct Cost	\$0	\$8,321	\$8,321
Contractor's Fees Markup on Subcontractor - 5% Markup on SCI - 15%			\$0 \$1,248
Total Direct Cost & Fees			\$9,569
Supplement Costs Bonds & Insurances - 1.5%			\$144
GRAND TOTAL			\$9,713

The cost of this change order includes only those direct costs which can be identified at this time. There are no red-line drawings of the changes, impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact costs because of multiple changes, delays or other causes beyond our control, we will submit those costs at that time and expect to be paid for those costs.

Direct Job Time Extension:

We are unable to ascertain the time extension needed. Once the engineer has approved this change we will contact the supplier to obtain the time required.

Pricing is valid for 30 days, subject to review thereafter.

CPR Itemized Breakdown

Printed: 7/30/2020

PR PRICING REQUEST**CONTRACTOR:**

Shank Constructors, Inc.
3501 85th Ave. N.
Brooklyn Park, MN 55443
SCI Project #1300

PROJECT:

Grimes Reverse Osmosis WTP, Phase 1
Grimes, Iowa

OWNER:

City of Grimes

SCI PCO NO.: 05

DATE: 08/03/20

DESCRIPTION OF WORK: Unforeseen Drain Tile at 8" CONC - Extend to Daylight

See RFI #59

COST DESCRIPTION	SUB CONTRACTOR	SHANK CONSTRUCTORS	TOTAL
Direct Cost Cost of Work		1,850	\$1,850
Total Direct Cost	\$0	\$1,850	\$1,850
Contractor's Fees Markup on Subcontractor - 5% Markup on SCI - 15%			\$0 \$277
Total Direct Cost & Fees			\$2,127
Supplement Costs Bonds & Insurances - 1.5%			\$32
GRAND TOTAL			\$2,159

The cost of this change order includes only those direct costs which can be identified at this time. There are no red-line drawings of the changes, impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact costs because of multiple changes, delays or other causes beyond our control, we will submit those costs at that time and expect to be paid for those costs.

Direct Job Time Extension:

We are unable to ascertain the time extension needed. Once the engineer has approved this change we will contact the supplier to obtain the time required.

Pricing is valid for 30 days, subject to review thereafter.

CPR Itemized Breakdown

Printed: 7/30/2020

PR PRICING REQUEST**CONTRACTOR:**

Shank Constructors, Inc.
3501 85th Ave. N.
Brooklyn Park, MN 55443
SCI Project #1300

PROJECT:

Grimes Reverse Osmosis WTP, Phase 1
Grimes, Iowa

OWNER:

City of Grimes

SCI PCO NO.: 06

DATE: 08/03/20

DESCRIPTION OF WORK: High Load Styrofoam Insulation Over Water Mains

COST DESCRIPTION	SUB CONTRACTOR	SHANK CONSTRUCTORS	TOTAL
Direct Cost Cost of Work		6,241	\$6,241
Total Direct Cost	\$0	\$6,241	\$6,241
Contractor's Fees Markup on Subcontractor - 5% Markup on SCI - 15%			\$0 \$936
Total Direct Cost & Fees			\$7,177
Supplement Costs. Bonds & Insurances - 1.5%			\$108
GRAND TOTAL			\$7,284

The cost of this change order includes only those direct costs which can be identified at this time. There are no red-line drawings of the changes, impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact costs because of multiple changes, delays or other causes beyond our control, we will submit those costs at that time and expect to be paid for those costs.

Direct Job Time Extension:

We are unable to ascertain the time extension needed. Once the engineer has approved this change we will contact the supplier to obtain the time required.

Pricing is valid for 30 days, subject to review thereafter.

CPR Itemized Breakdown

Printed: 7/30/2020

PR PRICING REQUEST**CONTRACTOR:**

Shank Constructors, Inc.
3501 85th Ave. N.
Brooklyn Park, MN 55443
SCI Project #1300

PROJECT:

Grimes Reverse Osmosis WTP, Phase 1
Grimes, Iowa

OWNER:

City of Grimes

SCI PCO NO.: 07

DATE: 07/28/20

DESCRIPTION OF WORK: Relocate Manhole SMH-20

COST DESCRIPTION	SUB CONTRACTOR	SHANK CONSTRUCTORS	TOTAL
Direct Cost Cost of Work		(9,250)	(\$9,250)
Total Direct Cost	\$0	(\$9,250)	(\$9,250)
Contractor's Fees Markup on Subcontractor - 5% Markup on SCI - 5%			\$0 (\$463)
Total Direct Cost & Fees			(\$9,713)
Supplement Costs Bonds & Insurances - 1.5%			\$0
GRAND TOTAL			(\$9,713)

The cost of this change order includes only those direct costs which can be identified at this time. There are no red-line drawings of the changes, impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact costs because of multiple changes, delays or other causes beyond our control, we will submit those costs at that time and expect to be paid for those costs.

Direct Job Time Extension:

We are unable to ascertain the time extension needed. Once the engineer has approved this change we will contact the supplier to obtain the time required.

Pricing is valid for 30 days, subject to review thereafter.

CPR Itemized Breakdown

Printed: 8/17/2020

PR PRICING REQUEST**CONTRACTOR:**

Shank Constructors, Inc.
3501 85th Ave. N.
Brooklyn Park, MN 55443
SCI Project #1300

PROJECT:

Grimes Reverse Osmosis WTP, Phase 1
Grimes, Iowa

OWNER:

City of Grimes

SCI PCO NO.: 09

DATE: 08/06/20

DESCRIPTION OF WORK: Add Electric Latch & Hinge to 1 Leaf of Doors D119B & D120B

See RFI #38

COST DESCRIPTION	SUB CONTRACTOR	SHANK CONSTRUCTORS	TOTAL
Direct Cost			
Cost of Work CEC Electric	\$485	2,647	\$3,132
Total Direct Cost	\$485	\$2,647	\$3,132
Contractor's Fees			
Markup on Subcontractor - 5%			\$24
Markup on SCI - 15%			\$397
Total Direct Cost & Fees			\$3,553
Supplement Costs			
Bonds & Insurances - 1.5%			\$53
GRAND TOTAL			\$3,606

The cost of this change order includes only those direct costs which can be identified at this time. There are no red-line drawings of the changes, impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact costs because of multiple changes, delays or other causes beyond our control, we will submit those costs at that time and expect to be paid for those costs.

Direct Job Time Extension:

We are unable to ascertain the time extension needed. Once the engineer has approved this change we will contact the supplier to obtain the time required.

Pricing is valid for 30 days, subject to review thereafter.

CPR Itemized Breakdown

Printed: 8/6/2020

CEC Electric
3 4th St NW
Fort Dodge, IA 50501 US
cecelectric@outlook.com

Estimate



ADDRESS

Shank Constructors
3501 85th Ave N
763-424-8300
Brooklyn Park, MN 55443

SHIP TO

Shank Constructors
Shank Constructors
3501 85th Ave N
Brooklyn Park, MN 55443
763-424-8300

ESTIMATE #	DATE	EXPIRATION DATE
1520	08/05/2020	09/05/2020

SALES REP

JH

	DESCRIPTION	QTY	RATE	AMOUNT
Labor	Installation of Yale power controller (1, supplied by others) in electric room near door access panel. Route circuit for access control panel to controller (120v). Connect power through controller through access control panel for operation of card readers for each door to operate panic bar installation. Connect hinges, panic bar connections for operation (installation of hardware by others).	1	400.00	400.00
Material	Materials for project include EMT conduit, THHN copper wire, mounting hardware, labels, terminations.	1	85.00	85.00

TOTAL

\$485.00

Accepted By

Accepted Date

PR PRICING REQUEST**CONTRACTOR:**

Shank Constructors, Inc.
3501 85th Ave. N.
Brooklyn Park, MN 55443
SCI Project #1300

PROJECT:

Grimes Reverse Osmosis WTP, Phase 1
Grimes, Iowa

OWNER:

City of Grimes

SCI PCO NO.: 10

DATE: 07/30/20

DESCRIPTION OF WORK: Add Blower Support Frames

COST DESCRIPTION			
	SUB CONTRACTOR	SHANK CONSTRUCTORS	TOTAL
Direct Cost Cost of Work		12,365	\$12,365
Total Direct Cost	\$0	\$12,365	\$12,365
Contractor's Fees			
Markup on Subcontractor - 5%			\$0
Markup on SCI - 15%			\$1,855
Total Direct Cost & Fees			\$14,219
Supplement Costs			
Bonds & Insurances - 1.5%			\$213
GRAND TOTAL			\$14,433

The cost of this change order includes only those direct costs which can be identified at this time. There are no red-line drawings of the changes, impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact costs because of multiple changes, delays or other causes beyond our control, we will submit those costs at that time and expect to be paid for those costs.

Direct Job Time Extension:

We are unable to ascertain the time extension needed. Once the engineer has approved this change we will contact the supplier to obtain the time required.

Pricing is valid for 30 days, subject to review thereafter.

CPR Itemized Breakdown

Printed: 7/31/2020

PR PRICING REQUEST**CONTRACTOR:**

Shank Constructors, Inc.
3501 85th Ave. N.
Brooklyn Park, MN 55443
SCI Project #1300

PROJECT:

Grimes Reverse Osmosis WTP, Phase 1
Grimes, Iowa

OWNER:

City of Grimes

SCI PCO NO.: 11

DATE: 08/04/20

DESCRIPTION OF WORK: Add 2 Aerator Beams

COST DESCRIPTION	SUB CONTRACTOR	SHANK CONSTRUCTORS	TOTAL
Direct Cost Cost of Work		5,444	\$5,444
Total Direct Cost	\$0	\$5,444	\$5,444
Contractor's Fees Markup on Subcontractor - 5% Markup on SCI - 15%			\$0 \$817
Total Direct Cost & Fees			\$6,260
Supplement Costs Bonds & Insurances - 1.5%			\$94
GRAND TOTAL			\$6,354

The cost of this change order includes only those direct costs which can be identified at this time. There are no red-line drawings of the changes, impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact costs because of multiple changes, delays or other causes beyond our control, we will submit those costs at that time and expect to be paid for those costs.

Direct Job Time Extension:

We are unable to ascertain the time extension needed. Once the engineer has approved this change we will contact the supplier to obtain the time required.

Pricing is valid for 30 days, subject to review thereafter.

CPR Itemized Breakdown

Printed: 8/4/2020

Contractor's Application for Payment No.

8 (Eight)

Application Period: 7/1/2020

to 7/31/2020

Application Date: 7/31/2020

To (Owner):	City of Grimes, IA 101 NE Harvey Street, Grimes, Iowa 50111	From (Contractor):	Shank Constructors, Inc. 3501 85th Avenue North, Brooklyn Park, MN 55443	Via (Engineer):	McClure Engineering Co. 1360 NW 121st St, Clive, IA 50325
Owner's DWSRF Number:	FS-77-18-DWSRF-016	Contractor's Contract Number:	1300	Engineer's Project Number:	190904
Project:	City of Grimes, IA - Reverse Osmosis Water Treatment Plant - Phase 1		Contract:	Grimes RO WTP - Phase 1	

Application For Payment - Change Order Summary

Approved Change Orders

Number	Additions	Deductions
Totals:	\$ -	\$ -
Net Change by Change Order:	\$ -	-

1. Original Contract Price.....	\$	17,951,200.00
2. Net change by Change Orders.....	\$	-
3. Current Contract Price (Line 1 ± 2).....	\$	17,951,200.00
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$	6,547,866.00
5. Retainage		
a. 5.0% X \$ 6,478,037.00 Work Completed.....	\$	323,901.85
b. 5.0% X \$ 69,829.00 Stored Material.....	\$	3,491.45
c. Early Release of Retainage.....	\$	-
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	327,393.30
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$	6,220,472.70
7. Less Previous Payments (Line 6 from prior Application).....	\$	4,804,190.85
8. Amount Due This Application.....	\$	1,416,281.85
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	11,730,727.30

Payment of: **\$1,416,281.85**

(Line 8 or other - attach explanation of the other amount)

is recommended by:

Mitchel Wohlschlag
(Engineer)

8-17-20
(Date)

Payment of:

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

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.

By: *[Signature]* Date: **8/10/2020**

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Grimes RO WTP - Phase 1				Application Number:	8 (Eight)		
Application Period:	7/1/2020	to	7/31/2020		Application Date:	7/31/2020		
A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 01 - General Requirements								
01.01	Bonds & Insurance	\$ 269,268.00	\$ 269,268.00			\$ 269,268.00	100.00%	\$ -
01.02	General / Mobilization	\$ 88,000.00	\$ 88,000.00			\$ 88,000.00	100.00%	\$ -
01.03	Furnishings / Appliance / AV Equipment Allowance	\$ 80,000.00	\$ -			\$ -	0.00%	\$ 80,000.00
01.04	Submittal Software Allowance	\$ 18,000.00	\$ 9,000.00			\$ 9,000.00	50.00%	\$ 9,000.00
Division 02 - Existing Conditions								
02.01	Demolition - Process	\$ 75,624.00	\$ -			\$ -	0.00%	\$ 75,624.00
02.02	Demolition - Existing Site Fence	\$ 7,800.00	\$ 3,000.00			\$ 3,000.00	38.46%	\$ 4,800.00
Division 03 - Concrete								
03.01	Cast In Place Concrete / Reinforcement							
03.01.1	Spread Footings Office Area	\$ 3,800.00	\$ -	\$ 500.00		\$ 500.00	13.16%	\$ 3,300.00
03.01.2	Ribbon Footings Process Area	\$ 96,250.00	\$ 25,000.00	\$ 71,250.00		\$ 96,250.00	100.00%	\$ -
03.01.3	Ribbon Footings Office Area	\$ 68,300.00	\$ -	\$ 30,000.00		\$ 30,000.00	43.92%	\$ 38,300.00
03.01.4	Foundation Walls Process Area	\$ 13,850.00	\$ 9,300.00	\$ 4,550.00		\$ 13,850.00	100.00%	\$ -
03.01.5	Pipe Trench Mat Slabs	\$ 179,240.00	\$ 179,240.00			\$ 179,240.00	100.00%	\$ -
03.01.6	Pipe Trench Walls & Piers	\$ 266,844.00	\$ 265,050.00	\$ 1,794.00		\$ 266,844.00	100.00%	\$ -
03.01.7	Basement Mat Slab	\$ 203,500.00	\$ 203,500.00			\$ 203,500.00	100.00%	\$ -
03.01.8	Basement Walls & Columns	\$ 234,450.00	\$ 234,450.00			\$ 234,450.00	100.00%	\$ -
03.01.9	Phosphate/Ammonia Area Slabs	\$ 29,462.00	\$ 29,462.00			\$ 29,462.00	100.00%	\$ -
03.01.10	Phosphate/Ammonia Area Walls	\$ 44,100.00	\$ 44,100.00			\$ 44,100.00	100.00%	\$ -
03.01.11	Chlorine Room Slabs	\$ 35,350.00	\$ 27,350.00	\$ 8,000.00		\$ 35,350.00	100.00%	\$ -
03.01.12	Chlorine Room Walls	\$ 40,050.00	\$ 40,050.00			\$ 40,050.00	100.00%	\$ -
03.01.13	Flushing Box	\$ 9,800.00	\$ 5,380.00			\$ 5,380.00	54.90%	\$ 4,420.00
03.01.14	Stoops	\$ 14,440.00	\$ 3,500.00			\$ 3,500.00	24.24%	\$ 10,940.00
03.01.15	Pump Room Elevated Slab	\$ 222,350.00	\$ 222,350.00			\$ 222,350.00	100.00%	\$ -
03.01.16	SOG East Process Area	\$ 95,350.00	\$ -	\$ 25,000.00		\$ 25,000.00	26.22%	\$ 70,350.00
03.01.17	SOG West Process Area	\$ 29,200.00	\$ -	\$ 24,000.00		\$ 24,000.00	82.19%	\$ 5,200.00
03.01.18	SOG Office Area	\$ 30,690.00	\$ -	\$ 3,000.00		\$ 3,000.00	9.78%	\$ 27,690.00
03.01.19	Generator Pad	\$ 49,070.00	\$ -	\$ 10,000.00		\$ 10,000.00	20.38%	\$ 39,070.00
03.01.20	Sign	\$ 10,700.00	\$ -	\$ 1,000.00		\$ 1,000.00	9.35%	\$ 9,700.00
03.01.21	Misc Equipment Pads	\$ 26,480.00	\$ -			\$ -	0.00%	\$ 26,480.00

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
03.01.22	Concrete Stair	\$ 4,500.00	\$ -			\$ -	0.00%	\$ 4,500.00
03.01.23	Precast Topping	\$ 4,800.00	\$ -			\$ -	0.00%	\$ 4,800.00
03.02	Precast Concrete	\$ 645,000.00	\$ 96,500.00	\$ 465,000.00		\$ 561,500.00	87.05%	\$ 83,500.00
Division 04 - Masonry								
04.01	Masonry	\$ 85,908.00	\$ -	\$ 25,000.00		\$ 25,000.00	29.10%	\$ 60,908.00
Division 05 - Metals								
05.01	Structural Steel & Misc Metal / Steel Joist - Decking / Stairs - Railings - Grating	\$ 422,040.00	\$ 31,000.00	\$ 305,000.00		\$ 336,000.00	79.61%	\$ 86,040.00
05.02	Metals & Precast Erection	\$ 270,711.00	\$ -	\$ 114,000.00		\$ 114,000.00	42.11%	\$ 156,711.00
Division 06 - Wood, Plastics, and Composites								
06.01	Rough Carpentry	\$ 2,500.00	\$ -			\$ -	0.00%	\$ 2,500.00
Division 07 - Thermal and Moisture Protection								
07.01	Damp Proofing - Insulation	\$ 17,245.00	\$ 14,500.00	\$ 2,000.00		\$ 16,500.00	95.68%	\$ 745.00
07.02	Roofing / Roofing Accessories	\$ 281,900.00	\$ -			\$ -	0.00%	\$ 281,900.00
07.03	Sealants	\$ 19,195.00	\$ -			\$ -	0.00%	\$ 19,195.00
Division 08 - Openings								
08.01	Doors / Frames / Hardware / Hatches							
08.01.1	Doors & Hardware	\$ 64,500.00	\$ 1,500.00	\$ 2,500.00		\$ 4,000.00	6.20%	\$ 60,500.00
08.01.2	Access Hatches	\$ 2,500.00	\$ -	\$ 2,500.00		\$ 2,500.00	100.00%	\$ -
08.02	Overhead Coiling Doors	\$ 52,000.00	\$ -			\$ -	0.00%	\$ 52,000.00
08.03	Aluminum Entrance & Storefronts	\$ 46,798.00	\$ -			\$ -	0.00%	\$ 46,798.00
08.04	Architectural Louvers	\$ 46,521.00	\$ -			\$ -	0.00%	\$ 46,521.00
Division 09 - Finishes								
09.01	Gypsum Board / Framing / Ceilings	\$ 79,904.00	\$ -			\$ -	0.00%	\$ 79,904.00
09.02	Floor Coverings	\$ 30,600.00	\$ -			\$ -	0.00%	\$ 30,600.00
09.03	Resinous Flooring	\$ 102,050.00	\$ -			\$ -	0.00%	\$ 102,050.00
09.04	Painting	\$ 284,354.00	\$ -			\$ -	0.00%	\$ 284,354.00
Division 10 - Specialties								
10.01	Signage	\$ 10,776.00	\$ -			\$ -	0.00%	\$ 10,776.00
10.02	Toilet Compartments & Accessories	\$ 2,710.00	\$ -			\$ -	0.00%	\$ 2,710.00
10.03	Shower Accessories	\$ 2,580.00	\$ -			\$ -	0.00%	\$ 2,580.00
10.04	Fire Extinguishers	\$ 1,540.00	\$ -			\$ -	0.00%	\$ 1,540.00
10.05	Lockers	\$ 3,275.00	\$ -			\$ -	0.00%	\$ 3,275.00

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 12 - Furnishings								
12.01	Sunshades	\$ 16,572.00	\$ -			\$ -	0.00%	\$ 16,572.00
12.02	Window Shades	\$ 2,555.00	\$ -			\$ -	0.00%	\$ 2,555.00
12.03	Institutional Casework	\$ 11,848.00	\$ -			\$ -	0.00%	\$ 11,848.00
12.04	Lab Casework	\$ 21,840.00	\$ -			\$ -	0.00%	\$ 21,840.00
Division 21 - Fire Suppression								
21.01	Fire Protection	\$ 143,575.00	\$ 7,200.00			\$ 7,200.00	5.01%	\$ 136,375.00
Division 22 - Plumbing								
22.01	Plumbing / Fixtures / Equipment							
22.01.1	Process Air Piping & Compressor	\$ 15,850.00	\$ -			\$ -	0.00%	\$ 15,850.00
22.01.2	Basement Plumbing Underground	\$ 58,788.00	\$ 53,788.00			\$ 53,788.00	91.49%	\$ 5,000.00
22.01.3	Process Area Plumbing Underground	\$ 86,105.00	\$ 35,800.00	\$ 15,000.00		\$ 50,800.00	59.00%	\$ 35,305.00
22.01.4	Office Area Plumbing Underground	\$ 38,200.00	\$ -	\$ 5,000.00		\$ 5,000.00	13.09%	\$ 33,200.00
22.01.5	Heating Water Piping	\$ 101,500.00	\$ -			\$ -	0.00%	\$ 101,500.00
22.01.6	Condensate Piping	\$ 7,500.00	\$ -			\$ -	0.00%	\$ 7,500.00
22.01.7	Building VT & Drain Process Area	\$ 38,500.00	\$ -			\$ -	0.00%	\$ 38,500.00
22.01.8	Building VT & Drain Office Area	\$ 38,500.00	\$ -			\$ -	0.00%	\$ 38,500.00
22.01.9	Domestic Water Piping Office Area	\$ 55,450.00	\$ -			\$ -	0.00%	\$ 55,450.00
22.01.10	Domestic Water Piping Process Area	\$ 33,280.00	\$ -			\$ -	0.00%	\$ 33,280.00
22.01.11	Plumbing Fixtures	\$ 18,500.00	\$ -	\$ 5,000.00		\$ 5,000.00	27.03%	\$ 13,500.00
22.01.12	Trench Drains	\$ 30,050.00	\$ 18,100.00	\$ 2,500.00		\$ 20,600.00	68.55%	\$ 9,450.00
22.01.13	Heating Equipment	\$ 22,100.00	\$ -			\$ -	0.00%	\$ 22,100.00
Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)								
23.01	HVAC							
23.01.1	Preconstruction/Mobilization	\$ 53,990.00	\$ 25,200.00	\$ 19,500.00		\$ 44,700.00	82.79%	\$ 9,290.00
23.01.2	Shop Fabrication	\$ 76,523.00	\$ -			\$ -	0.00%	\$ 76,523.00
23.01.3	HVAC Install	\$ 107,123.00	\$ -			\$ -	0.00%	\$ 107,123.00
23.01.4	HVAC Equipment	\$ 405,041.00	\$ -			\$ -	0.00%	\$ 405,041.00
23.01.5	HVAC Insulation	\$ 3,796.00	\$ -			\$ -	0.00%	\$ 3,796.00
23.01.6	Temperature Controls	\$ 105,622.00	\$ 16,000.00			\$ 16,000.00	15.15%	\$ 89,622.00
23.01.7	Test & Balance	\$ 5,565.00	\$ -			\$ -	0.00%	\$ 5,565.00
23.01.8	Commissioning	\$ 19,740.00	\$ -			\$ -	0.00%	\$ 19,740.00
23.01.9	Refrigeration Piping Modeling/Management	\$ 15,522.00	\$ -			\$ -	0.00%	\$ 15,522.00
23.01.10	Refrigeration Materials	\$ 15,995.00	\$ -			\$ -	0.00%	\$ 15,995.00
23.01.11	Refrigeration Labor	\$ 20,755.00	\$ -			\$ -	0.00%	\$ 20,755.00
23.02	Geothermal System	\$ 196,069.00	\$ -	\$ 10,000.00		\$ 10,000.00	5.10%	\$ 186,069.00
Division 25 - Integrated Automation								
25.01	Approved Design Submittals	\$ 25,000.00	\$ -			\$ -	0.00%	\$ 25,000.00

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
25.02	Control Panels	\$ 225,000.00	\$ -			\$ -	0.00%	\$ 225,000.00
25.03	Computer Equipment and Software	\$ 160,000.00	\$ -			\$ -	0.00%	\$ 160,000.00
25.04	System Programming	\$ 35,000.00	\$ -			\$ -	0.00%	\$ 35,000.00
25.05	Instrumentation	\$ 14,500.00	\$ -			\$ -	0.00%	\$ 14,500.00
25.06	On Site Start Up/Training	\$ 21,000.00	\$ -			\$ -	0.00%	\$ 21,000.00
Division 26 - Electrical								
26.01	Electrical	\$ 1,188,553.00	\$ 130,000.00	\$ 55,000.00		\$ 185,000.00	15.57%	\$ 1,003,553.00
26.02	Electrical Gear - MCC's, Etc.	\$ 528,000.00	\$ -			\$ -	0.00%	\$ 528,000.00
26.03	Generator	\$ 1,277,947.00	\$ 65,000.00			\$ 65,000.00	5.09%	\$ 1,212,947.00
Division 27 - Communications								
27.01	Communication	\$ 37,100.00	\$ -			\$ -	0.00%	\$ 37,100.00
Division 28 - Electronic Safety and Security								
28.01	Electronic Safety and Security	\$ 66,700.00	\$ -			\$ -	0.00%	\$ 66,700.00
Division 31- Earthwork								
31.01	Mobilization	\$ 40,000.00	\$ 30,000.00	\$ 5,000.00		\$ 35,000.00	87.50%	\$ 5,000.00
31.02	Construction Entrance	\$ 2,250.00	\$ 2,250.00			\$ 2,250.00	100.00%	\$ -
31.03	Strip, Stockpile & Respread Topsoil	\$ 65,000.00	\$ 26,000.00			\$ 26,000.00	40.00%	\$ 39,000.00
31.04	Site Excavating & Grading, Cut to Fill	\$ 85,000.00	\$ 34,000.00			\$ 34,000.00	40.00%	\$ 51,000.00
31.05	Over Excavation, Replace & Re-Compact of Building Pad Area 1	\$ 329,000.00	\$ 280,000.00			\$ 280,000.00	85.11%	\$ 49,000.00
31.06	Over Excavation & Replacement with Suitable Fill for Building Pad Area 2	\$ 595,000.00	\$ 595,000.00			\$ 595,000.00	100.00%	\$ -
31.07	Excavation of Pipe Gallery, Trench to Treatment Room & Trench in Treatment Room	\$ 55,000.00	\$ 55,000.00			\$ 55,000.00	100.00%	\$ -
31.08	Granular Backfill of Pipe Gallery, Trench to Treatment Room & Trench in Treatment Room	\$ 200,000.00	\$ 177,000.00	\$ 20,000.00		\$ 197,000.00	98.50%	\$ 3,000.00
31.09	Provide & Place Granular Subbase for Building Pad	\$ 54,179.00	\$ 28,000.00	\$ 10,000.00		\$ 38,000.00	70.14%	\$ 16,179.00
31.10	Silt Fence	\$ 3,055.00	\$ 3,055.00			\$ 3,055.00	100.00%	\$ -
31.11	Inlet Protection	\$ 540.00	\$ 540.00			\$ 540.00	100.00%	\$ -
Division 32- Exterior Improvements								
32.01	Seeding	\$ 19,351.00	\$ -			\$ -	0.00%	\$ 19,351.00
32.02	Plantings	\$ 11,200.00	\$ -			\$ -	0.00%	\$ 11,200.00
32.03	Sidewalks - Grading & Subgrade Prep	\$ 3,310.00	\$ -			\$ -	0.00%	\$ 3,310.00
32.04	Subgrade Prep for PCC Paving	\$ 30,690.00	\$ -			\$ -	0.00%	\$ 30,690.00
32.05	PCC Subbase - 6"including fabric	\$ 102,300.00	\$ -			\$ -	0.00%	\$ 102,300.00

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
32.06	Site PCC Paving	\$ 347,540.00	\$ -			\$ -	0.00%	\$ 347,540.00
32.07	Gravel Shoulders	\$ 2,660.00	\$ -			\$ -	0.00%	\$ 2,660.00
32.08	Gravel Drives including Fabric	\$ 33,660.00	\$ -			\$ -	0.00%	\$ 33,660.00
32.09	Install Vinyl Coated Fence	\$ 45,800.00	\$ 20,000.00			\$ 20,000.00	43.67%	\$ 25,800.00
32.10	Install Slide Gate & Operator	\$ 21,300.00	\$ -			\$ -	0.00%	\$ 21,300.00
Division 33 - Utilities								
33.01	Site Utilities / Water - Sewer - Storm							
33.01.1	Site Utility Mobilization	\$ 53,235.00	\$ 53,235.00			\$ 53,235.00	100.00%	\$ -
33.01.2	Buildng Overflow Drain Pipe	\$ 190,780.00	\$ 190,780.00			\$ 190,780.00	100.00%	\$ -
33.01.3	Sanitary Sewer Pipe & Structures	\$ 234,450.00	\$ 231,500.00			\$ 231,500.00	98.74%	\$ 2,950.00
33.01.4	Concentrate Pipe	\$ 397,450.00	\$ 364,500.00			\$ 364,500.00	91.71%	\$ 32,950.00
33.01.5	Perm Drain and Structure	\$ 218,730.00	\$ 218,730.00			\$ 218,730.00	100.00%	\$ -
33.01.6	RAW Piping	\$ 54,900.00	\$ 51,000.00	\$ 3,900.00		\$ 54,900.00	100.00%	\$ -
33.01.7	FW Piping	\$ 470,720.00	\$ 231,000.00	\$ 125,000.00		\$ 356,000.00	75.63%	\$ 114,720.00
33.01.8	CE Piping	\$ 206,380.00	\$ 105,000.00	\$ 50,000.00		\$ 155,000.00	75.10%	\$ 51,380.00
33.01.9	RCP Storm Drains	\$ 73,500.00	\$ 8,500.00			\$ 8,500.00	11.56%	\$ 65,000.00
33.01.10	SD Piping	\$ 28,330.00	\$ -			\$ -	0.00%	\$ 28,330.00
Division 40 - Process Interconnections								
40.01	Process Piping	\$ 788,732.00	\$ 25,000.00			\$ 25,000.00	3.17%	\$ 763,732.00
40.02	Process Valves	\$ 300,000.00	\$ -			\$ -	0.00%	\$ 300,000.00
40.03	Process Controls	\$ 38,500.00	\$ -			\$ -	0.00%	\$ 38,500.00
40.04	WTP Disinfection	\$ 10,000.00	\$ -			\$ -	0.00%	\$ 10,000.00
Division 41 - Material Processing and Handling Equipment								
41.01	Monorail Hoist	\$ 44,284.00	\$ -			\$ -	0.00%	\$ 44,284.00
Division 43 - Process Gas and Liquid Handling, Purification and Storage Equipment								
43.01	End Suction Pumps	\$ 22,000.00	\$ -			\$ -	0.00%	\$ 22,000.00
43.02	Vertical Turbine Pumps	\$ 285,000.00	\$ 28,500.00			\$ 28,500.00	10.00%	\$ 256,500.00
Division 46 - Water and Wastewater Equipment								
46.01	Chemical Feed / Valves / Mixers	\$ 407,871.00	\$ -			\$ -	0.00%	\$ 407,871.00
46.02	Lime Feed Equipment	\$ 442,500.00	\$ 45,000.00			\$ 45,000.00	10.17%	\$ 397,500.00
46.03	Aerators	\$ 77,629.00	\$ 7,800.00	\$ -	\$ 69,829.00	\$ 77,629.00	100.00%	\$ -
46.04	Harn RO System Assigned Contract Allowance	\$ 1,327,752.00	\$ 93,065.00			\$ 93,065.00	7.01%	\$ 1,234,687.00
46.05	Equipment Install	\$ 160,493.00	\$ -			\$ -	0.00%	\$ 160,493.00
Approved Project Change Orders								
	Total	\$ 17,951,200.00	\$ 5,057,043.00	\$ 1,420,994.00	\$ 69,829.00	\$ 6,547,866.00	36.48%	\$ 11,403,334.00

Stored Material Summary

Contractor's Application

For (Contract):	Grimes RO WTP - Phase 1						Application Number:		8 (Eight)	
Application Period:	7/1/2020 to 7/31/2020						Application Date:		7/31/2020	
A	B C			D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Stored Previously		Amount Stored this Month (\$)		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
				Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/ Year)	Amount (\$)	
46.03	77519	Force Draft Aerator	Site / Supplier	Jul-2020	\$ -	\$ 69,829.00	\$ 69,829.00	-	\$ -	\$ 69,829.00
		Totals			\$ -	\$ 69,829.00	\$ 69,829.00		\$ -	\$ 69,829.00

Contractor's Application

For (Contract):	City of Grimes, IA - Reverse Osmosis Water Treatment Plant - Phase 1 Grimes RO WTP - Phase 1					Application Number:	8 (Eight)
						Application Date:	7/31/2020
Application Period:	From:	7/1/2020	To:	7/31/2020	Contractor:	Shank Constructors, Inc. 3501 85th Avenue North, Brooklyn Park, MN 55443	

Original Contract Amount:	\$	17,951,200.00
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Approved Change Orders:

[illegible]

Revised Contract Amount: \$ 17,951,200.00

Pay Estimates Paid-to-Date

[illegible]

Total Estimates Paid to Date: \$ 4,804,190.85

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Total Construction Cost: \$ 4,804,190.85



P.O. BOX 65068
SALT LAKE CITY, UTAH 84165-0068
Tel: (801) 265-1000
Fax: 801-265-1080
ar@westech-inc.com

RECEIVED

JUN 26 2020

Shank Constructors, Inc

Invoice No.: 77519
Invoice Date: 06/26/20
Customer P.O. No.: 1300-14
Customer Job No.:

Job ID: 24080A -
Job Name: GRIMES REVERSE
Customer Account No.: SHA011
Payment Terms: NET 60 DAYS

INVOICE

Bill to: SHANK CONSTRUCTORS, INC
KAREN@SHANKCONSTRUCTORS.COM
3501 85TH AVENUE NORTH
BROOKLYN PARK, MN 55443
UNITED STATES OF AMERICA

Ship to: GRIMES WTP
1801 JAMES STREET NORTH
GRIMES, IA 50111
UNITED STATES OF AMERICA

VES

Qty	Item No.	Description	Unit Price	Net Amount
		100% DUE UPON SHIPMENT		
1		SECTION 46 51 55 FORCED DRAFT AERATOR	\$77,629.00	\$77,629.00
		IA- SLAE TAX EXEMPTION ON FILE		

ENTERED

JUL 06 2020

VIA ELECTRONIC TRANSFER
WESTECH ENGINEERING, INC
C/O WELLS FARGO BANK
SALT LAKE CITY, UTAH 84111

ACCOUNT NO: 4945003200
ABA ROUTING NO: 121000248
SWIFT: WFBUS6S

Subtotal: \$77,629.00

Taxes:

Total: US DOLLARS \$77,629.00

All accounts not paid after invoice due date will be charged a finance charge of 1 1/2% per month which is an annual rate of 18%.
Customer agrees to pay all cost and expenses, including reasonable attorney's fees and court cost incurred in case of default in compliance with terms.
Any invoices paid by credit card will be charged a credit card processing fee up to the allowable limit, where state law allows.

Contractor's Application for Payment No.

8 (Eight)

Application Period:

7/1/2020

to

7/31/2020

Application Date:

7/31/2020

To (Owner):	City of Grimes, IA 101 NE Harvey Street, Grimes, Iowa 50111	From (Contractor):	Shank Constructors, Inc. 3501 85th Avenue North, Brooklyn Park, MN 55443	Via (Engineer):	McClure Engineering Co. 1360 NW 121st St, Clive, IA 50325
Owner's DWSRF Number:	FS-77-18-DWSRF-016	Contractor's Contract Number:	1300	Engineer's Project Number:	190904
Project:	City of Grimes, IA - Reverse Osmosis Water Treatment Plant - Phase 1		Contract:	Grimes RO WTP - Phase 1	

Application For Payment - Change Order Summary

Approved Change Orders

Number	Additions	Deductions
Totals:	\$ -	\$ -
Net Change by Change Order:	\$ -	\$ -

1. Original Contract Price.....	\$	17,951,200.00
2. Net change by Change Orders.....	\$	-
3. Current Contract Price (Line 1 ± 2).....	\$	17,951,200.00
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$	6,547,866.00
5. Retainage		
a. 5.0% X \$ 6,478,037.00 Work Completed.....	\$	323,901.85
b. 5.0% X \$ 69,829.00 Stored Material.....	\$	3,491.45
c. Early Release of Retainage.....	\$	-
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	327,393.30
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$	6,220,472.70
7. Less Previous Payments (Line 6 from prior Application).....	\$	4,804,190.85
8. Amount Due This Application.....	\$	1,416,281.85
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	11,730,727.30

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.

By:

Date: 8/10/2020

Payment of: \$1,416,281.85

(Line 8 or other - attach explanation of the other amount)

is recommended by:

Matthew Wahl
(Engineer)

8-17-20
(Date)

Payment of:

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Matt Chum
City Engineer

8-18-20

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Grimes RO WTP - Phase 1				Application Number:	8 (Eight)			
Application Period:	7/1/2020	to	7/31/2020	Application Date:	7/31/2020			
A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 01 - General Requirements								
01.01	Bonds & Insurance	\$ 269,268.00	\$ 269,268.00			\$ 269,268.00	100.00%	\$ -
01.02	General / Mobilization	\$ 88,000.00	\$ 88,000.00			\$ 88,000.00	100.00%	\$ -
01.03	Furnishings / Appliance / AV Equipment Allowance	\$ 80,000.00	\$ -			\$ -	0.00%	\$ 80,000.00
01.04	Submittal Software Allowance	\$ 18,000.00	\$ 9,000.00			\$ 9,000.00	50.00%	\$ 9,000.00
Division 02 - Existing Conditions								
02.01	Demolition - Process	\$ 75,624.00	\$ -			\$ -	0.00%	\$ 75,624.00
02.02	Demolition - Existing Site Fence	\$ 7,800.00	\$ 3,000.00			\$ 3,000.00	38.46%	\$ 4,800.00
Division 03 - Concrete								
03.01	Cast In Place Concrete / Reinforcement							
03.01.1	Spread Footings Office Area	\$ 3,800.00	\$ -	\$ 500.00		\$ 500.00	13.16%	\$ 3,300.00
03.01.2	Ribbon Footings Process Area	\$ 96,250.00	\$ 25,000.00	\$ 71,250.00		\$ 96,250.00	100.00%	\$ -
03.01.3	Ribbon Footings Office Area	\$ 68,300.00	\$ -	\$ 30,000.00		\$ 30,000.00	43.92%	\$ 38,300.00
03.01.4	Foundation Walls Process Area	\$ 13,850.00	\$ 9,300.00	\$ 4,550.00		\$ 13,850.00	100.00%	\$ -
03.01.5	Pipe Trench Mat Slabs	\$ 179,240.00	\$ 179,240.00			\$ 179,240.00	100.00%	\$ -
03.01.6	Pipe Trench Walls & Piers	\$ 266,844.00	\$ 265,050.00	\$ 1,794.00		\$ 266,844.00	100.00%	\$ -
03.01.7	Basement Mat Slab	\$ 203,500.00	\$ 203,500.00			\$ 203,500.00	100.00%	\$ -
03.01.8	Basement Walls & Columns	\$ 234,450.00	\$ 234,450.00			\$ 234,450.00	100.00%	\$ -
03.01.9	Phosphate/Ammonia Area Slabs	\$ 29,462.00	\$ 29,462.00			\$ 29,462.00	100.00%	\$ -
03.01.10	Phosphate/Ammonia Area Walls	\$ 44,100.00	\$ 44,100.00			\$ 44,100.00	100.00%	\$ -
03.01.11	Chlorine Room Slabs	\$ 35,350.00	\$ 27,350.00	\$ 8,000.00		\$ 35,350.00	100.00%	\$ -
03.01.12	Chlorine Room Walls	\$ 40,050.00	\$ 40,050.00			\$ 40,050.00	100.00%	\$ -
03.01.13	Flushing Box	\$ 9,800.00	\$ 5,380.00			\$ 5,380.00	54.90%	\$ 4,420.00
03.01.14	Stoops	\$ 14,440.00	\$ 3,500.00			\$ 3,500.00	24.24%	\$ 10,940.00
03.01.15	Pump Room Elevated Slab	\$ 222,350.00	\$ 222,350.00			\$ 222,350.00	100.00%	\$ -
03.01.16	SOG East Process Area	\$ 95,350.00	\$ -	\$ 25,000.00		\$ 25,000.00	26.22%	\$ 70,350.00
03.01.17	SOG West Process Area	\$ 29,200.00	\$ -	\$ 24,000.00		\$ 24,000.00	82.19%	\$ 5,200.00
03.01.18	SOG Office Area	\$ 30,690.00	\$ -	\$ 3,000.00		\$ 3,000.00	9.78%	\$ 27,690.00
03.01.19	Generator Pad	\$ 49,070.00	\$ -	\$ 10,000.00		\$ 10,000.00	20.38%	\$ 39,070.00
03.01.20	Sign	\$ 10,700.00	\$ -	\$ 1,000.00		\$ 1,000.00	9.35%	\$ 9,700.00
03.01.21	Misc Equipment Pads	\$ 26,480.00	\$ -			\$ -	0.00%	\$ 26,480.00

A		B	Work Completed		E	F		G
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
03.01.22	Concrete Stair	\$ 4,500.00	\$ -			\$ -	0.00%	\$ 4,500.00
03.01.23	Precast Topping	\$ 4,800.00	\$ -			\$ -	0.00%	\$ 4,800.00
03.02	Precast Concrete	\$ 645,000.00	\$ 96,500.00	\$ 465,000.00		\$ 561,500.00	87.05%	\$ 83,500.00
Division 04 - Masonry								
04.01	Masonry	\$ 85,908.00	\$ -	\$ 25,000.00		\$ 25,000.00	29.10%	\$ 60,908.00
Division 05 - Metals								
05.01	Structural Steel & Misc Metal / Steel Joist - Decking / Stairs - Railings - Grating	\$ 422,040.00	\$ 31,000.00	\$ 305,000.00		\$ 336,000.00	79.61%	\$ 86,040.00
05.02	Metals & Precast Erection	\$ 270,711.00	\$ -	\$ 114,000.00		\$ 114,000.00	42.11%	\$ 156,711.00
Division 06 - Wood, Plastics, and Composites								
06.01	Rough Carpentry	\$ 2,500.00	\$ -			\$ -	0.00%	\$ 2,500.00
Division 07 - Thermal and Moisture Protection								
07.01	Damp Proofing - Insulation	\$ 17,245.00	\$ 14,500.00	\$ 2,000.00		\$ 16,500.00	95.68%	\$ 745.00
07.02	Roofing / Roofing Accessories	\$ 281,900.00	\$ -			\$ -	0.00%	\$ 281,900.00
07.03	Sealants	\$ 19,195.00	\$ -			\$ -	0.00%	\$ 19,195.00
Division 08 - Openings								
08.01	Doors / Frames / Hardware / Hatches							
08.01.1	Doors & Hardware	\$ 64,500.00	\$ 1,500.00	\$ 2,500.00		\$ 4,000.00	6.20%	\$ 60,500.00
08.01.2	Access Hatches	\$ 2,500.00	\$ -	\$ 2,500.00		\$ 2,500.00	100.00%	\$ -
08.02	Overhead Coiling Doors	\$ 52,000.00	\$ -			\$ -	0.00%	\$ 52,000.00
08.03	Aluminum Entrance & Storefronts	\$ 46,798.00	\$ -			\$ -	0.00%	\$ 46,798.00
08.04	Architectural Louvers	\$ 46,521.00	\$ -			\$ -	0.00%	\$ 46,521.00
Division 09 - Finishes								
09.01	Gypsum Board / Framing / Ceilings	\$ 79,904.00	\$ -			\$ -	0.00%	\$ 79,904.00
09.02	Floor Coverings	\$ 30,600.00	\$ -			\$ -	0.00%	\$ 30,600.00
09.03	Resinous Flooring	\$ 102,050.00	\$ -			\$ -	0.00%	\$ 102,050.00
09.04	Painting	\$ 284,354.00	\$ -			\$ -	0.00%	\$ 284,354.00
Division 10 - Specialties								
10.01	Signage	\$ 10,776.00	\$ -			\$ -	0.00%	\$ 10,776.00
10.02	Toilet Compartments & Accessories	\$ 2,710.00	\$ -			\$ -	0.00%	\$ 2,710.00
10.03	Shower Accessories	\$ 2,580.00	\$ -			\$ -	0.00%	\$ 2,580.00
10.04	Fire Extinguishers	\$ 1,540.00	\$ -			\$ -	0.00%	\$ 1,540.00
10.05	Lockers	\$ 3,275.00	\$ -			\$ -	0.00%	\$ 3,275.00

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 12 - Furnishings								
12.01	Sunshades	\$ 16,572.00	\$ -			\$ -	0.00%	\$ 16,572.00
12.02	Window Shades	\$ 2,555.00	\$ -			\$ -	0.00%	\$ 2,555.00
12.03	Institutional Casework	\$ 11,848.00	\$ -			\$ -	0.00%	\$ 11,848.00
12.04	Lab Casework	\$ 21,840.00	\$ -			\$ -	0.00%	\$ 21,840.00
Division 21 - Fire Suppression								
21.01	Fire Protection	\$ 143,575.00	\$ 7,200.00			\$ 7,200.00	5.01%	\$ 136,375.00
Division 22 - Plumbing								
22.01	Plumbing / Fixtures / Equipment							
22.01.1	Process Air Piping & Compressor	\$ 15,850.00	\$ -			\$ -	0.00%	\$ 15,850.00
22.01.2	Basement Plumbing Underground	\$ 58,788.00	\$ 53,788.00			\$ 53,788.00	91.49%	\$ 5,000.00
22.01.3	Process Area Plumbing Underground	\$ 86,105.00	\$ 35,800.00	\$ 15,000.00		\$ 50,800.00	59.00%	\$ 35,305.00
22.01.4	Office Area Plumbing Underground	\$ 38,200.00	\$ -	\$ 5,000.00		\$ 5,000.00	13.09%	\$ 33,200.00
22.01.5	Heating Water Piping	\$ 101,500.00	\$ -			\$ -	0.00%	\$ 101,500.00
22.01.6	Condensate Piping	\$ 7,500.00	\$ -			\$ -	0.00%	\$ 7,500.00
22.01.7	Building VT & Drain Process Area	\$ 38,500.00	\$ -			\$ -	0.00%	\$ 38,500.00
22.01.8	Building VT & Drain Office Area	\$ 38,500.00	\$ -			\$ -	0.00%	\$ 38,500.00
22.01.9	Domestic Water Piping Office Area	\$ 55,450.00	\$ -			\$ -	0.00%	\$ 55,450.00
22.01.10	Domestic Water Piping Process Area	\$ 33,280.00	\$ -			\$ -	0.00%	\$ 33,280.00
22.01.11	Plumbing Fixtures	\$ 18,500.00	\$ -	\$ 5,000.00		\$ 5,000.00	27.03%	\$ 13,500.00
22.01.12	Trench Drains	\$ 30,050.00	\$ 18,100.00	\$ 2,500.00		\$ 20,600.00	68.55%	\$ 9,450.00
22.01.13	Heating Equipment	\$ 22,100.00	\$ -			\$ -	0.00%	\$ 22,100.00
Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)								
23.01	HVAC							
23.01.1	Preconstruction/Mobilization	\$ 53,990.00	\$ 25,200.00	\$ 19,500.00		\$ 44,700.00	82.79%	\$ 9,290.00
23.01.2	Shop Fabrication	\$ 76,523.00	\$ -			\$ -	0.00%	\$ 76,523.00
23.01.3	HVAC Install	\$ 107,123.00	\$ -			\$ -	0.00%	\$ 107,123.00
23.01.4	HVAC Equipment	\$ 405,041.00	\$ -			\$ -	0.00%	\$ 405,041.00
23.01.5	HVAC Insulation	\$ 3,796.00	\$ -			\$ -	0.00%	\$ 3,796.00
23.01.6	Temperature Controls	\$ 105,622.00	\$ 16,000.00			\$ 16,000.00	15.15%	\$ 89,622.00
23.01.7	Test & Balance	\$ 5,565.00	\$ -			\$ -	0.00%	\$ 5,565.00
23.01.8	Commissioning	\$ 19,740.00	\$ -			\$ -	0.00%	\$ 19,740.00
23.01.9	Refrigeration Piping Modeling/Management	\$ 15,522.00	\$ -			\$ -	0.00%	\$ 15,522.00
23.01.10	Refrigeration Materials	\$ 15,995.00	\$ -			\$ -	0.00%	\$ 15,995.00
23.01.11	Refrigeration Labor	\$ 20,755.00	\$ -			\$ -	0.00%	\$ 20,755.00
23.02	Geothermal System	\$ 196,069.00	\$ -	\$ 10,000.00		\$ 10,000.00	5.10%	\$ 186,069.00
Division 25 - Integrated Automation								
25.01	Approved Design Submittals	\$ 25,000.00	\$ -			\$ -	0.00%	\$ 25,000.00

A		B	Work Completed		E	F		G
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
25.02	Control Panels	\$ 225,000.00	\$ -			\$ -	0.00%	\$ 225,000.00
25.03	Computer Equipment and Software	\$ 160,000.00	\$ -			\$ -	0.00%	\$ 160,000.00
25.04	System Programming	\$ 35,000.00	\$ -			\$ -	0.00%	\$ 35,000.00
25.05	Instrumentation	\$ 14,500.00	\$ -			\$ -	0.00%	\$ 14,500.00
25.06	On Site Start Up/Training	\$ 21,000.00	\$ -			\$ -	0.00%	\$ 21,000.00
Division 26 - Electrical								
26.01	Electrical	\$ 1,188,553.00	\$ 130,000.00	\$ 55,000.00		\$ 185,000.00	15.57%	\$ 1,003,553.00
26.02	Electrical Gear - MCC's, Etc.	\$ 528,000.00	\$ -			\$ -	0.00%	\$ 528,000.00
26.03	Generator	\$ 1,277,947.00	\$ 65,000.00			\$ 65,000.00	5.09%	\$ 1,212,947.00
Division 27 - Communications								
27.01	Communication	\$ 37,100.00	\$ -			\$ -	0.00%	\$ 37,100.00
Division 28 - Electronic Safety and Security								
28.01	Electronic Safety and Security	\$ 66,700.00	\$ -			\$ -	0.00%	\$ 66,700.00
Division 31- Earthwork								
31.01	Mobilization	\$ 40,000.00	\$ 30,000.00	\$ 5,000.00		\$ 35,000.00	87.50%	\$ 5,000.00
31.02	Construction Entrance	\$ 2,250.00	\$ 2,250.00			\$ 2,250.00	100.00%	\$ -
31.03	Strip, Stockpile & Respread Topsoil	\$ 65,000.00	\$ 26,000.00			\$ 26,000.00	40.00%	\$ 39,000.00
31.04	Site Excavating & Grading, Cut to Fill	\$ 85,000.00	\$ 34,000.00			\$ 34,000.00	40.00%	\$ 51,000.00
31.05	Over Excavation, Replace & Re-Compact of Building Pad Area 1	\$ 329,000.00	\$ 280,000.00			\$ 280,000.00	85.11%	\$ 49,000.00
31.06	Over Excavation & Replacement with Suitable Fill for Building Pad Area 2	\$ 595,000.00	\$ 595,000.00			\$ 595,000.00	100.00%	\$ -
31.07	Excavation of Pipe Gallery, Trench to Treatment Room & Trench in Treatment Room	\$ 55,000.00	\$ 55,000.00			\$ 55,000.00	100.00%	\$ -
31.08	Granular Backfill of Pipe Gallery, Trench to Treatment Room & Trench in Treatment Room	\$ 200,000.00	\$ 177,000.00	\$ 20,000.00		\$ 197,000.00	98.50%	\$ 3,000.00
31.09	Provide & Place Granular Subbase for Building Pad	\$ 54,179.00	\$ 28,000.00	\$ 10,000.00		\$ 38,000.00	70.14%	\$ 16,179.00
31.10	Silt Fence	\$ 3,055.00	\$ 3,055.00			\$ 3,055.00	100.00%	\$ -
31.11	Inlet Protection	\$ 540.00	\$ 540.00			\$ 540.00	100.00%	\$ -
Division 32- Exterior Improvements								
32.01	Seeding	\$ 19,351.00	\$ -			\$ -	0.00%	\$ 19,351.00
32.02	Plantings	\$ 11,200.00	\$ -			\$ -	0.00%	\$ 11,200.00
32.03	Sidewalks - Grading & Subgrade Prep	\$ 3,310.00	\$ -			\$ -	0.00%	\$ 3,310.00
32.04	Subgrade Prep for PCC Paving	\$ 30,690.00	\$ -			\$ -	0.00%	\$ 30,690.00
32.05	PCC Subbase - 6"including fabric	\$ 102,300.00	\$ -			\$ -	0.00%	\$ 102,300.00

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
32.06	Site PCC Paving	\$ 347,540.00	\$ -			\$ -	0.00%	\$ 347,540.00
32.07	Gravel Shoulders	\$ 2,660.00	\$ -			\$ -	0.00%	\$ 2,660.00
32.08	Gravel Drives including Fabric	\$ 33,660.00	\$ -			\$ -	0.00%	\$ 33,660.00
32.09	Install Vinyl Coated Fence	\$ 45,800.00	\$ 20,000.00			\$ 20,000.00	43.67%	\$ 25,800.00
32.10	Install Slide Gate & Operator	\$ 21,300.00	\$ -			\$ -	0.00%	\$ 21,300.00
Division 33 - Utilities								
33.01	Site Utilities / Water - Sewer - Storm							
33.01.1	Site Utility Mobilization	\$ 53,235.00	\$ 53,235.00			\$ 53,235.00	100.00%	\$ -
33.01.2	Buildng Overflow Drain Pipe	\$ 190,780.00	\$ 190,780.00			\$ 190,780.00	100.00%	\$ -
33.01.3	Sanitary Sewer Pipe & Structures	\$ 234,450.00	\$ 231,500.00			\$ 231,500.00	98.74%	\$ 2,950.00
33.01.4	Concentrate Pipe	\$ 397,450.00	\$ 364,500.00			\$ 364,500.00	91.71%	\$ 32,950.00
33.01.5	Perm Drain and Structure	\$ 218,730.00	\$ 218,730.00			\$ 218,730.00	100.00%	\$ -
33.01.6	RAW Piping	\$ 54,900.00	\$ 51,000.00	\$ 3,900.00		\$ 54,900.00	100.00%	\$ -
33.01.7	FW Piping	\$ 470,720.00	\$ 231,000.00	\$ 125,000.00		\$ 356,000.00	75.63%	\$ 114,720.00
33.01.8	CE Piping	\$ 206,380.00	\$ 105,000.00	\$ 50,000.00		\$ 155,000.00	75.10%	\$ 51,380.00
33.01.9	RCP Storm Drains	\$ 73,500.00	\$ 8,500.00			\$ 8,500.00	11.56%	\$ 65,000.00
33.01.10	SD Piping	\$ 28,330.00	\$ -			\$ -	0.00%	\$ 28,330.00
Division 40 - Process Interconnections								
40.01	Process Piping	\$ 788,732.00	\$ 25,000.00			\$ 25,000.00	3.17%	\$ 763,732.00
40.02	Process Valves	\$ 300,000.00	\$ -			\$ -	0.00%	\$ 300,000.00
40.03	Process Controls	\$ 38,500.00	\$ -			\$ -	0.00%	\$ 38,500.00
40.04	WTP Disinfection	\$ 10,000.00	\$ -			\$ -	0.00%	\$ 10,000.00
Division 41 - Material Processing and Handling Equipment								
41.01	Monorail Hoist	\$ 44,284.00	\$ -			\$ -	0.00%	\$ 44,284.00
Division 43 - Process Gas and Liquid Handling, Purification and Storage Equipment								
43.01	End Suction Pumps	\$ 22,000.00	\$ -			\$ -	0.00%	\$ 22,000.00
43.02	Vertical Turbine Pumps	\$ 285,000.00	\$ 28,500.00			\$ 28,500.00	10.00%	\$ 256,500.00
Division 46 - Water and Wastewater Equipment								
46.01	Chemical Feed / Valves / Mixers	\$ 407,871.00	\$ -			\$ -	0.00%	\$ 407,871.00
46.02	Lime Feed Equipment	\$ 442,500.00	\$ 45,000.00			\$ 45,000.00	10.17%	\$ 397,500.00
46.03	Aerators	\$ 77,629.00	\$ 7,800.00	\$ -	\$ 69,829.00	\$ 77,629.00	100.00%	\$ -
46.04	Harn RO System Assigned Contract Allowance	\$ 1,327,752.00	\$ 93,065.00			\$ 93,065.00	7.01%	\$ 1,234,687.00
46.05	Equipment Install	\$ 160,493.00	\$ -			\$ -	0.00%	\$ 160,493.00
Approved Project Change Orders								
Total		\$ 17,951,200.00	\$ 5,057,043.00	\$ 1,420,994.00	\$ 69,829.00	\$ 6,547,866.00	36.48%	\$ 11,403,334.00

Stored Material Summary

Contractor's Application

For (Contract):	Grimes RO WTP - Phase 1						Application Number:		8 (Eight)	
Application Period:	7/1/2020 to 7/31/2020						Application Date:		7/31/2020	
A	B C			D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Stored Previously		Amount Stored this Month (\$)		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
				Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/ Year)	Amount (\$)	
46.03	77519	Force Draft Aerator	Site / Supplier	Jul-2020	\$ -	\$ 69,829.00	\$ 69,829.00	-	\$ -	\$ 69,829.00
		Totals			\$ -	\$ 69,829.00	\$ 69,829.00		\$ -	\$ 69,829.00

Contractor's Application

For (Contract):	City of Grimes, IA - Reverse Osmosis Water Treatment Plant - Phase 1 Grimes RO WTP - Phase 1					Application Number:	8 (Eight)
						Application Date:	7/31/2020
Application Period:	From:	7/1/2020	To:	7/31/2020	Contractor:	Shank Constructors, Inc. 3501 85th Avenue North, Brooklyn Park, MN 55443	

Original Contract Amount:	\$	17,951,200.00
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Approved Change Orders:

[illegible]

Revised Contract Amount: \$ 17,951,200.00

Pay Estimates Paid-to-Date

[illegible]

Total Estimates Paid to Date: \$ 4,804,190.85

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Total Construction Cost: \$ 4,804,190.85



P.O. BOX 65068
SALT LAKE CITY, UTAH 84165-0068
Tel: (801) 265-1000
Fax: 801-265-1080
ar@westtech-inc.com

RECEIVED

JUN 26 2020

Shank Constructors, Inc.

Invoice No.: 77519
Invoice Date: 06/26/20
Customer P.O. No.: 1300-14
Customer Job No.:
Job ID: 24080A -
Job Name: GRIMES REVERSE
Customer Account No.: SHA011
Payment Terms: NET 60 DAYS

INVOICE

Bill to: SHANK CONSTRUCTORS, INC
KAREN@SHANKCONSTRUCTORS.COM
3501 85TH AVENUE NORTH
BROOKLYN PARK, MN 55443
UNITED STATES OF AMERICA

Ship to: GRIMES WTP
1801 JAMES STREET NORTH
GRIMES, IA 50111
UNITED STATES OF AMERICA

VES

Qty	Item No.	Description	Unit Price	Net Amount
1		100% DUE UPON SHIPMENT SECTION 46 51 55 FORCED DRAFT AERATOR	\$77,629.00	\$77,629.00
		IA- SLAE TAX EXEMPTION ON FILE		

ENTERED

JUL 06 2020

VIA ELECTRONIC TRANSFER
WESTECH ENGINEERING, INC
C/O WELLS FARGO BANK
SALT LAKE CITY, UTAH 84111

ACCOUNT NO: 4945003200
ABA ROUTING NO: 121000248
SWIFT: WFBUS6S

Subtotal: \$77,629.00

Taxes:

Total: US DOLLARS \$77,629.00

All accounts not paid after invoice due date will be charged a finance charge of 1 1/2% per month which is an annual rate of 18%.
Customer agrees to pay all cost and expenses, including reasonable attorney's fees and court cost incurred in case of default in compliance with terms.
Any invoices paid by credit card will be charged a credit card processing fee up to the allowable limit, where state law allows.

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 #: 130089 **PO #**
Original Contract Date: August 13, 2019 **Vendor #** 2830

Date of ## August 25, 2020 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: June 28, 2020 Through: July 25, 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: \$ 531,556.56
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 531,556.56
Less previous applications for payment: \$ 482,270.21
SUBTOTAL \$ 49,286.35

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 49,286.35

Balance to finish, including retainage: \$ 652,428.44

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

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	September 24, 2019	\$ 39,284.00
2	October 22, 2019	\$ 18,073.50
3	January 14, 2020	\$ 87,335.85
4	February 11, 2020	\$ 46,089.20
5	March 24, 2020	\$ 67,693.38
6	April 28, 2020	\$ 45,078.45
7	May 26, 2020	\$ 59,753.25
8	June 23, 2020	\$ 61,876.53
9	July 14, 2020	\$ 57,086.05
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 482,270.21

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

July 31, 2020
Project No: 0000190904-000
Invoice No: 130089
Due Date: August 30, 2020

Project 0000190904-000 Grimes Reverse Osmosis Water Treatment Plant - Phase 1
Professional Services from June 28, 2020 to July 25, 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

Now accepting Credit Cards. Please email ccpayment@mecresults.com for a secure payment link. DO NOT EMAIL YOUR CREDIT CARD NUMBER. We impose a surcharge of 3.5% on all credit card transactions, which is not greater than our cost of acceptance.

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1			Invoice	130089
Billing Phase		Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administration		557,700.00	43.80	244,272.60	221,964.60	22,308.00
Total Fee		557,700.00		244,272.60	221,964.60	22,308.00
			Total Fee			22,308.00
				Total this Phase		\$22,308.00

Phase	L.	Construction Staking				
Reimbursable Miles						10.85
			Current	Prior	To-Date	
Total Billings			10.85	9,390.85	9,401.70	
Contract Limit (not-to-exceed)					20,570.00	
Contract Limit Remaining					11,168.30	
				Total this Phase		\$10.85

Phase	M.	Resident Project Representative				
			Hours	Rate	Amount	
Project Manager I			3.00	170.00	510.00	
On Site Representative I			164.50	105.00	17,272.50	
On-Site Representative II			59.00	145.00	8,555.00	
Totals			226.50		26,337.50	
Total Labor						26,337.50
			Current	Prior	To-Date	
Total Billings			26,337.50	165,057.26	191,394.76	
Contract Limit (not-to-exceed)					478,500.00	
Contract Limit Remaining					287,105.24	
				Total this Phase		\$26,337.50

Phase	Q.	Record Drawings				
				Total this Phase		0.00

Phase	T.	SRF Loan Administration				
			Hours	Rate	Amount	
Project Coordinator			7.00	90.00	630.00	
Totals			7.00		630.00	
Total Labor						630.00
			Current	Prior	To-Date	
Total Billings			630.00	5,162.50	5,792.50	
Contract Limit (not-to-exceed)					20,280.00	
Contract Limit Remaining					14,487.50	
				Total this Phase		\$630.00
				Total Due this Invoice		\$49,286.35

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 #: 130090 **PO #**
Original Contract Date: September 10, 2019 **Vendor #** 2830

##
Date of Council Meeting: August 25, 2020 **PAYMENT REQUEST #** 9
**PAYMENT PERIOD:** From: June 28, 2020 Through: July 25, 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:	\$	154,812.60	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	154,812.60	
Less previous applications for payment:	\$	143,597.60	
SUBTOTAL	\$		11,215.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 11,215.00

Balance to finish, including retainage: \$ 63,267.40

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

Name

Signature *Heather Dallen* Date 8/25/2020

Signature _____ Date _____

City of Grimes Staff Approval:

Signature *Matt Ahrens* Date 8-17-20

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 24, 2020	\$ 3,948.50
5	April 28, 2020	\$ 10,193.00
6	May 26, 2020	\$ 14,840.00
7	June 23, 2020	\$ 23,807.00
8	July 14, 2020	\$ 19,005.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 143,597.60

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

July 31, 2020
Project No: 0000191105-000
Invoice No: 130090
Due Date: August 30, 2020

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

Professional Services from June 28, 2020 to July 25, 2020

Phase K. Construction Administration

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administrations	80,400.00	89.50	71,958.00	67,938.00	4,020.00
Total Fee	80,400.00		71,958.00	67,938.00	4,020.00
Total Fee					4,020.00
Total this Phase					\$4,020.00

Phase M. Resident Project Representative

	Hours	Rate	Amount
On Site Representative I	.50	105.00	52.50
On-Site Representative II	46.00	145.00	6,670.00
Totals	46.50		6,722.50
Total Labor			6,722.50
	Current	Prior	To-Date
Total Billings	6,722.50	72,374.70	79,097.20
Contract Limit (not-to-exceed)			120,000.00
Contract Limit Remaining			40,902.80
Total this Phase			\$6,722.50

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	130090
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	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	3,285.00	3,757.50	
Contract Limit (not-to-exceed)			8,400.00	
Contract Limit Remaining			4,642.50	
		Total this Phase		\$472.50
		Total Due this Invoice		\$11,215.00



699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

City of Grimes
Grimes City Hall
P. O. Box 457
Grimes, IA 50111

INVOICE 261884
August 19, 2020

176170-0101
City Of Grimes - General

Responsible Attorney: Thomas I. Henderson
For Professional Services Rendered Through July 31, 2020

CURRENT INVOICE:

Current Fees	13,207.50
Current Costs	0.00

TOTAL DUE CURRENT INVOICE: 13,207.50

TOTAL DUE AGING REPORT

	0-30 CURRENT	31-60 PAST DUE	61-90 PAST DUE	91+ PAST DUE	TOTAL DUE
TOTALS	13,207.50	0.00	0.00	0.00	13,207.50

PLEASE REMIT PAYMENT TO:
WHITFIELD & EDDY, P.L.C.
Accounting Department
699 Walnut Street, Suite 2000
Des Moines, IA 50309

We accept Mastercard/Visa/Discover/American Express
Visit our website at www.whitfieldlaw.com
Click on Menu, Make Payment, Pay Invoice

Thank You!



THOMAS HENDERSON
699 WALNUT STREET, SUITE 2000
DES MOINES, IOWA 50309

whitfieldlaw.com

515-288-6041 P 515-246-1474 F

515-246-5559 D
henderson@whitfieldlaw.com

August 20, 2020

Rochelle Williams
City Clerk
101 N. Harvey Street
Grimes, IA 50111

Re: City of Grimes Legal Services (176170-102)

ACTION	AMOUNT
Attendance at council meeting on July 14, 2020	\$200.00
TOTAL	\$200.00



699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

City of Grimes
Grimes City Hall
101 N. Harvey St
Grimes, IA 50111

INVOICE 261886
August 19, 2020

176170-0878
Norfolk Southern Railway Company-Condemnation

Responsible Attorney: Thomas I. Henderson
For Professional Services Rendered Through July 31, 2020

CURRENT INVOICE:

Current Fees	225.00
Current Costs	0.00

TOTAL DUE CURRENT INVOICE: 225.00

TOTAL DUE AGING REPORT

	0-30	31-60	61-90	91+	
	CURRENT	PAST DUE	PAST DUE	PAST DUE	TOTAL DUE
TOTALS	225.00	0.00	0.00	0.00	225.00

PLEASE REMIT PAYMENT TO:
WHITFIELD & EDDY, P.L.C.
Accounting Department
699 Walnut Street, Suite 2000
Des Moines, IA 50309

We accept Mastercard/Visa/Discover/American Express
Visit our website at www.whitfieldlaw.com
Click on Menu, Make Payment, Pay Invoice

Thank You!

Whitfield & Eddy, P.L.C.

Grimes, Iowa, City of
Norfolk Southern Railway Company-Condernation
176170-0878

August 19, 2020
INVOICE 261886
PAGE 2

FEES:**Description**

Letter from plaintiff attorney re mediation date;

Letter from mediator re continuance of mediation;

Letter to client re mediation;

Review and respond to email from Mr. Gaffney re continuing mediation.

Letter from plaintiff attorney re mediation;

Letter from and to plaintiff attorney re mediation;

Letter from plaintiff attorney re mediation;

TOTAL FEES	225.00
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SUBTOTAL CURRENT FEES AND COSTS	225.00
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TOTAL CURRENT FEES AND COSTS	225.00
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699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

City of Grimes
101 N. Harvey St.
Grimes, IA 50111

INVOICE 261887
August 19, 2020

176170-0882
WRA Sewer Project-Sewer Project

Responsible Attorney: Thomas I. Henderson
For Professional Services Rendered Through July 31, 2020

CURRENT INVOICE:

Current Fees	2,812.50
Current Costs	0.00

TOTAL DUE CURRENT INVOICE: 2,812.50

TOTAL DUE AGING REPORT

	0-30	31-60	61-90	91+	
	CURRENT	PAST DUE	PAST DUE	PAST DUE	TOTAL DUE
TOTALS	2,812.50	0.00	0.00	0.00	2,812.50

PLEASE REMIT PAYMENT TO:
WHITFIELD & EDDY, P.L.C.
Accounting Department
699 Walnut Street, Suite 2000
Des Moines, IA 50309

We accept Mastercard/Visa/Discover/American Express
Visit our website at www.whitfieldlaw.com
Click on Menu, Make Payment, Pay Invoice

Thank You!

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: 8/18/2020

	Invoice Number	Invoice Date	Amount
City of Grimes			
100517B Grimes S James Street & SE 37th Street Intersection Improvements			
	46708	7/30/2020	<u>3,291.00</u>
	Project Outstanding		3,291.00
336417D Grimes New Jordan Well			
	46649	7/30/2020	<u>3,636.45</u>
	Project Outstanding		3,636.45
336417E Grimes 16-inch Raw Water Main			
	46711	7/30/2020	<u>4,546.10</u>
	Project Outstanding		4,546.10
702415B Little Beaver & Prairie Creek Channel Improvements			
	46725	7/30/2020	<u>7,797.60</u>
	Project Outstanding		7,797.60
863098A Grimes City Engineering			
	46707	7/30/2020	<u>222.00</u>
	Project Outstanding		<u>222.00</u>
	Client Outstanding		19,493.15

City of Grimes						
Outstanding	Current	31-60 Days	61-90 Days	91-120 Days	121+ Days	Prepayment
19,493.15	19,493.15	0.00	0.00	0.00	0.00	0.00



101 North Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

RESOLUTION 08-2120

WHEREAS, The City Council of the City of Grimes, Iowa, upon final Review of the Iowa Department of Transportation City Street Financial Report, has approved and adopted this report as its official 2020 FISCAL YEAR ANNUAL STREET FINANCE REPORT.

**Considered by the City Council of the City of Grimes, Iowa
on this 25th day of August, 2020**

**Moved by _____, seconded by _____;
Resolution 08-2120
Shall now pass.**

Ayes:

Nays:

Resolution passes ____ to ____

Scott Mikkelsen, Mayor

Date

Attest:

Rochelle Williams, City Clerk

Date

Street Finance Report for Grimes 2020

	General Fund Streets (001)	SpecialRevenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Begining Balance		\$1,512,801			\$8,558,412		\$10,071,213
Expense	\$1,081,200	\$982,640	\$312,116	\$2,917,051	\$11,894,495		\$17,187,502
Revenue	\$1,081,200	\$1,468,714	\$312,116	\$2,917,051	\$10,795,296		\$16,574,377
Ending Balance		\$1,998,875			\$7,459,213		\$9,458,088

Resolution Number: .08-2120

Execution Date: 8/25/2020

Signature: Marcia Woodke

Street Finance Report for Grimes 2020

	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Salaries - Roads/Streets	\$666,452	\$132,650					\$799,102
Benefits - Roads/Streets		\$397	\$312,116				\$312,513
Training & Dues	\$15,157	\$16,315					\$31,472
Building & Grounds Maint. & Repair	\$19,181	\$20,235					\$39,416
Road Beautification		\$31,160					\$31,160
Vehicle & Office Equip Operation and Repair	\$44,263	\$12,673					\$56,936
Operational Equipment Repair	\$44,508	\$23,280					\$67,788
Engineering		\$72,323			\$665,258		\$737,581
Insurance		\$22,639					\$22,639
Legal					\$58,681		\$58,681
Rents & Leases	\$714	\$5,952					\$6,666
Street Maintenance Expense	\$20,356	\$106,618					\$126,974
Other Professional Services		\$5,377			\$474,987		\$480,364
Other Contract Services					\$10,695,569		\$10,695,569
Minor Equipment Purchases	\$15,291	\$2,751					\$18,042
Other Equipment		\$117					\$117
Office Supplies	\$11,706	\$3,524					\$15,230
Operating Supplies	\$2,311	\$7,860					\$10,171
Postage & Safety	\$40,614						\$40,614
Vehicles		\$121,739					\$121,739
Heavy Equipment		\$99,774					\$99,774
Buildings		\$2,300					\$2,300
Principal Payment				\$2,131,627			\$2,131,627
Interest Payment				\$783,192			\$783,192
Bond Registration Fees				\$2,232			\$2,232
Transfer Out		\$200,000					\$200,000
Street Lighting	\$167,947	\$4,802					\$172,749
Traffic Control/Safety		\$7,468					\$7,468
Snow Removal	\$13	\$82,686					\$82,699
Depreciation & Building Utilities	\$32,687						\$32,687

Street Finance Report for Grimes 2020

	General Fund Streets (001)	SpecialRevenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Levied on Property	\$1,081,200		\$312,116	\$2,917,051			\$4,310,367
Federal Grants					\$1,775,800		\$1,775,800
State Revenues - Road Use Taxes		\$1,468,294					\$1,468,294
Contributions					\$6,778,746		\$6,778,746
Sale of Property & Merchandise		\$420					\$420
Proceeds from Debt					\$2,040,750		\$2,040,750
Transfer In					\$200,000		\$200,000

Street Finance Report for Grimes 2020

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2020A GO Bonds	\$2,040,750	\$0	\$0	\$0	\$0	\$2,040,750
2012 GO Bond	\$4,395,000	\$300,000	\$93,931	\$275,700	\$86,323	\$4,095,000
2015 GO Bond	\$7,160,000	\$360,000	\$216,975	\$278,798	\$168,034	\$6,800,000
2016 Refunding GO Bond Refund						
2007	\$4,155,000	\$625,000	\$105,531	\$505,629	\$85,375	\$3,530,000
2017 GO Bond	\$4,000,000	\$750,000	\$105,313	\$750,000	\$105,313	\$3,250,000
2018A GO Bonds	\$9,605,000	\$250,000	\$303,031	\$200,000	\$242,425	\$9,355,000
2019A GO Bonds	\$4,645,000	\$135,000	\$106,358	\$121,500	\$95,722	\$4,510,000

Street Finance Report for Grimes 2020

Description	Contract Price	Final Price	Contractor Name
2019 SW 19th & SW County Line Road HMA pavement improvements	\$1,343,013	\$1,490,688	Des Moines Asphalt

SUMMARY**CONTACT INFORMATION**

☐ I have updated information on the "Contact Information Tab" or check here to indicate no changes.

EXPENSES/REVENUES

	General Fund Streets (001)	Special Revenues Road Use (110)	Other ?	Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
Beginning Balance 7/1	0	1,512,801	0	0	8,558,412	0	10,071,213
Expense	1,081,200	982,640	312,116	2,917,051	11,894,495	0	17,187,502
Revenue	1,081,200	1,468,714	312,116	2,917,051	10,795,296	0	16,574,377
Ending Balance 6/30	0	1,998,875	0	0	7,459,213	0	9,458,088

Please enter the details of what amounts were transferred from/to, in the textbox below.

You have entered Federal Grants. Please enter your breakdown of Federal Grants: CDBG/HUD, Econ Dev Admin, FEMA, FHWA, Federal

Transit, Urban Dev Grant, Emergency Relief

You have entered data into the Salaries - Roads/Streets (010-099) field. Below, please enter the portion of those amounts that are Road Use Administration Salaries.

	General Fund Streets (001)	Special Revenues		Capital Projects (300)	Grand Total
		Road Use (110)	Other 		
Salaries - Roads/Streets	666,452	132,650	0	0	799,102
Salaries - Administration	112,166	132,650	0	0	244,816

BONDS/LOANS

☒ I have updated information on the Bonds/Loans tab or check here to indicate no changes.

EQUIPMENT

☒ I have updated information on the Equipment tab or check here to indicate no changes.

PROJECTS

☐ I have updated information on the Projects tab or check here to indicate there are no projects to report this year.

PAYMENT

TOTAL PAYMENTS: \$1,468,293.88

☐ I have reviewed information on the Payments tab.

SUBMIT

Statement of Verification: I acknowledge that the information submitted in this report is true and accurate.

Resolution number:

08-2120

Executed on this date:

08/25/2020

is on file at City Hall.

Please type signature here:

Marcia Woodke

**CITY OF
GRIMES**
101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Council Meeting August 25, 2020

AGENDA HEADING: Resolution requesting reimbursement from the Iowa CARES Covid-19 Government Relief Fund

SYNOPSIS: The US Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide additional economic relief to States. Governor Reynolds allocated \$125 million of CARES funding to aid cities and counties. We are applying for reimbursement of all necessary, unbudgeted, eligible expenses and a portion of payroll expense for March 1, 2020 to July 31, 2020.

FISCAL IMPACT: These funds will help the city pay for items and payroll expense that had not been budgeted in our FY20 and FY21 budgets, but have been necessary to provide service to our residents during the Covid-19 pandemic.

PREVIOUS COUNCIL ACTION(S).

STAFF/COMMITTEE RECOMMENDATION.

Staff recommends approval

**RESOLUTION 08-2520 REQUESTING REIMBURSEMENT FROM THE IOWA
COVID-19 GOVERNMENT RELIEF FUND**

A resolution by the City of Grimes to request reimbursement for eligible costs related to the COVID-19 public health emergency from the Iowa COVID-19 Government Relief Fund.

WHEREAS, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the COVID-19 pandemic.

WHEREAS, Governor Kim Reynolds allocated \$125 million of the State of Iowa's CARES Act funding to local governments for direct expenses incurred in response to the COVID-19 emergency.

WHEREAS, local government funding reimbursements may only be used for necessary expenditures incurred due to the COVID-19 pandemic, were not accounted for in the current fiscal year city budget, were incurred during the time period of March 1, 2020 through December 30, 2020 and have not been reimbursed from other sources.

NOW, THEREFORE BE IT RESOLVED, the City of Grimes requests reimbursement of all eligible expenditures in response to the COVID-19 public health emergency.

BE IT FURTHER RESOLVED, the City of Grimes affirms that the above requests for reimbursement follow all formal published Federal and State of Iowa guidance on how the funds should be spent, and understand if the reimbursements are misrepresented, the local government will be liable for any applicable penalty and interest.

HEREBY RESOLVED by the city council for the city of Grimes on this 25th day of August, 2020.

Mayor Scott Mikkelsen

Attested: _____

City Clerk Rochelle Williams



PHYSICAL: 27693 RTE 52 North
 New Vienna, IA 52065
 MAILING: 10746 Cedar Ridge Ct
 Peosta, IA 52068

Invoice

Date	Invoice #
8/7/2020	03-1150

Bill To
City of Grimes 101 NE Harvey St. Grimes, IA 50111

P.O. No.	Terms
NICK	Net 30

Quantity	Description	Rate	Amount
1	Haul off and Land Apply up to 1100 wet tons. total 1106.60 all tickets attached 7-13-20-81.08 tons 7-14-20-78.64 tons 7-17-20-60.63 tons 7-20-20-86.03 tons 7-21-20 -77.31 tons 7-23-20-162.12 tons 7-24-20-85.81 tons 7-27-20-50.08 tons 7-28-20- 103.60 tons 7-29-20 - 77.66 tons 7-30-20- 94.50 tons 7-31-20-82.01 tons 8-1-20-31.54 tons 8-3-20-35.59 tons	39,961.83	39,961.83
6.6	anything after 1100 tons will be 22.31 per wet ton	22.31	147.25

A service charge of 1.5% will be charged to all accounts over 30 days. This is an annual rate of 18%. Federal Tax ID Number: 42-1510645	Total	\$40,109.08
	Balance Due	\$40,109.08



10746 Cedar Ridge Ct. Peosta, IA 52068- Brad – 563-451-9584

brad@wulfekuhleinc.com

Project name: City of Grimes W/W/TP

Date: 05/08/2020

Bid Date:

Attn : Andy 815-822-2320

WE HEREBY PURPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY
FOR THE COMPLETION OF:

Haul off and land apply up to 1100 wet tons.

These bio-solids will be land applied to our property within all DNR and EPA 503 Regulations.

ALL SERVICES IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH
THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR ABOVE WORK, AND COMPLETED IN A SUBSTANTIAL MANNER
FOR THE SUM OF:

\$39,961.83 -Thirty-nine thousand, nine hundred sixty-one dollars and eighty-three cents.

(Anything after 1100 tons will be \$22.31 per wet ton)

PROPOSAL VALID FOR 30 DAYS

Net 30 day Terms

Respectfully submitted: Brad Wilson

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE
AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENTS WILL BE MADE AS OUTLINED ABOVE.

DATE: May 26, 2020

Signature:

A handwritten signature in black ink, appearing to be "Brad Wilson", written over a horizontal line.

**CITY OF
GRIMES**
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Council Meeting August 25, 2020

AGENDA HEADING: Grimes Purchasing & Procurement Policy update

SYNOPSIS: Staff is adding a section to the policy to allow the ability for departments to purchase from consortiums and utilize State bids to alleviate the need for three quotes on certain pieces of equipment. Staff also recommends changing the threshold for routine purchases to \$10,000 with Administrator approval. As item prices have steadily increased, it becomes more cumbersome for Council to have the increased number of items added to the consent agenda that are routine purchases. The additional limit aligns more with the policies of our metro peers and will save time for departments.

FISCAL IMPACT: Chief has indicated joining the consortium should save OT hours the Fire department/EMS employees have spent prior sifting through competing bids to ensure all specifications are met. It will be an asset for all departments to utilize State bid pricing/consortiums for future equipment purchases.

PREVIOUS COUNCIL ACTION(S): The purchasing and procurement policy was last updated in June 2019.

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval



101 NE Harvey Street, Grimes, Iowa 50111

PURCHASING POLICY

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SECTION I

PURCHASING POLICY

General Policy

The Purchasing function involves the procurement of materials supplies, equipment and services at the lowest possible cost consistent with the quality needed for the proper operation of various municipal departments and consistent with City Council policy. The intent of this policy is to promote fiscal responsibility.

The City of Grimes will make a good faith effort to purchase goods and services from the Grimes business community whenever possible. The costs of those goods and services shall be on parity with the costs of those same goods and services available outside the community. If the cost of the goods or the availability of services is not favorable to the City, purchases may be made outside the community.

General Practices

- Whenever possible, purchases shall be requested to allow for ample time for processing and delivering the order.
- Purchase orders will be processed as needed.
- A full and accurate description of materials, supplies, equipment or services shall be provided.
- Supplies shall be of a quality to suit the intended purpose at the least expense.
- Supplies shall be purchased in sufficient quantities that will meet the normal requirements of the City for a reasonable time.
- Every effort shall be made to purchase supplies and services from vendors who have businesses within the City of Grimes. Exceptions to this policy may include:
 - When supplies or services are not available from local vendors or prices of local vendors exceed prices of vendors located outside the corporate limits.
 - When supplies or services are available locally but have to be ordered or scheduled, requiring inordinate delay in the department's work, project or activity.
 - In emergency situations when local businesses are closed or vehicle/personnel are outside of the City.

Department Director and Authorized Individuals

The Department Director of the requesting department must first approve any request for purchase. The Department Director may appoint an individual within the department to maintain inventories and prepare requests for the department. Notification of such an appointment shall be made to the Finance Director and/or the City Administrator.

With respect to this policy, the City Clerk may act on behalf of the Finance Director in his/her absence.

With respect to this policy, the City Clerk may also act on behalf of the City Administrator in his/her absence.

Finance Director

The Finance Director will ensure that, for accounting purposes, necessary records are kept and made available for reference.

City Administrator

Any purchase order over the amount of \$1,000 once approved by the Department Director or authorized individual and reviewed by the Finance Director, shall be forwarded to the City Administrator for approval. The City Administrator will make a determination based upon the information provided on the purchase order and possible further inquiries. Except in cases of purchases over ~~\$5,000~~ \$10,000, the decision of the City Administrator will be final.

City Council

City Council approval will be necessary for applicable purchases over ~~\$5,000~~ \$10,000.

SECTION II

TYPES OF PURCHASES

General

The circumstances which are involved in the purchase of an item and/or service vary considerably. The following types of purchases define the situation, explain the purchasing procedures involved and describe the role of the Department Director or authorized individual in the process.

Routine Purchases

Those budgeted items or services which are used by the department in the operation of city business that are neither ongoing or contractual purchases as defined on page six (6) of this policy and have a value of less than ~~\$5,000~~ **\$10,000** are routine purchases. Such purchases require quotations, obtained by the Department Director, City Administrator or authorized individual, and a purchase order. Final approval for any purchase above \$1,000 will be given by the City Administrator.

Purchase with a Value Under \$1,000.

Those budgeted items or services which are used by the department in the operation of city business that are neither ongoing or contractual purchases as defined on page six (6) of this policy and have a value of less than \$1,000 do not require any formal purchasing procedures. Purchases may be made by any City employee authorized by the Department Director.

Purchase with a Value of Between \$1,000 and ~~\$5,000~~ **\$10,000**

Any item and/or service with a value of between \$1,000 and ~~\$5,000~~ **\$10,000** require up to three (3) quotations unless the item or service obtained or provided is such that three (3) quotations cannot be obtained. A purchase order is also required and final approval must be given by the City Administrator. **If the product(s) is offered through State bid, Sourcewell, Western State Contracting Alliance, Houston Galveston Area Council (HGAC), or any government purchasing consortium then three (3) quotes are not required.**

Purchases with a Value of Over ~~\$5,000~~ **\$10,000**

Any item and/or services with a value of greater than ~~\$5,000~~ **\$10,000** require a purchase order and quotations or submitted bids from interested vendors. Bids or quotations must be written. Final approval will be given by the City Council.

Emergency Purchases

An emergency situation exists when an item or service that is necessary to a department's work, project or activity must be purchased as soon as possible so not to jeopardize that particular work, project or activity. In such a case, a purchase may be made without the immediate presentation of a purchase order. However, upon the completion of the work, project or activity, or at the beginning of the next work day, a purchase order shall be submitted with an explanation of the circumstances which resulted in the emergency purchase procedure.

On-Going Purchases

Any item or service which is used by the City on an on-going basis and which, by the nature of the item or service, is not subject to comparative buying, is available only through one vendor, and is accordingly billed at regular, consistent, and predictable intervals, is an on-going purchase and is not subject to the purchasing procedures; thereby eliminating the need for a purchase order.

List of On-Going Purchases

- Publication of city proceedings, as required by law.
- Postal services.
- Contractual purchases and maintenance agreements. Those items or services which are provided as a result of the City entering into a binding and legal agreement with the vendor are contractual purchases. Maintenance agreements for equipment initially purchased according to the purchasing policy. Such expenditures shall be processed in accordance with the established financial policy and, as determined by the Finance Director and City Administrator.
- Bonds and principal representing bonded indebtedness of the City, when said bonds and principal are due and presented for payment.
- All interest on bonded indebtedness of the City when the same is due and coupons are presented for payment, or when the contracted bond Registrar requests payment
- All Sales and Excise Taxes due the State of Iowa.
- All utility bills for water, electricity, gas, telecommunication, etc.
- All medical, dental, disability and life insurance premiums and medical claims from insurance provider.
- Salaries and wages of officers and employees at the rates authorized by City Council resolution.
- Payment of federal and state withholding taxes, social security, Medicare, retirement funds and IPERS contributions, and unemployment taxes as required.

Purchase/Procurement Card Purchases

The purpose of a purchasing/procurement card program is to provide an efficient, cost-effective method of purchasing and paying for small dollar as well as high-volume, repetitive purchases, items that require advance deposits, such as hotel/airline reservations, Park programming, and when it is necessary to expedite delivery of goods. This type of program is designed as an alternative to the traditional purchasing process reducing the volume of purchase orders, invoices and checks processed.

Each issued card will include either the City's name or the individual's name along with the City's name. Each department shall bear all costs associated with the use of the card. Each Department Director will determine when an employee will be allowed to use their individualized purchasing/procurement card. Authorized purchases using a City issued card include:

- Purchase of materials/equipment for City work via the internet when no other purchase option is available
- Payment for travel, conference/meeting fees, hotels, meals, gratuities (up to 20%), or parking fees for City staff and City Council. Ineligible expenses include, but are not limited to: entertainment, alcoholic beverages, laundry, any expense for spouse or guests, any portion of travel not related to City business, or any expense deemed wasteful or extravagant.
- Purchases requiring immediate payment when the City is unable to issue a check for the purchase. Prior approval from the City Administrator or his/her designee is required.
- Other uses specifically approved

Each Employee issued a purchasing/procurement card will be required to sign an affidavit acknowledging responsibility for the safe keeping and proper use of the card and will be required to return the card at the end of each day or trip. Each Employee will be responsible for any ineligible expenses charged to the card while in their possession. Upon employee termination, both voluntarily and due to disciplinary action, the purchasing/procurement card shall be returned to the finance department and all purchases will be suspended and reconciled.

Any card may be withdrawn from the program for misuse, which shall include, but is not limited to periodic audits for card activity and retention of sales receipts and documentation of purchases.

Purchases using the purchasing/procurement card may be made by telephone, fax or secure internet sites. Precautions shall be made in all cases to insure security and protection from theft or unauthorized use. Each transaction shall reflect the appropriate purchasing/procurement card number, expiration date, signature of user and detailed invoices (receipts) which should be forwarded to the finance department. When using the card for orders placed via phone, fax or mail, or online, you must request a receipt, detailing merchandise price, sales/use tax, freight, etc. be included with the goods mailed/shipped. (Note: a merchant should not reject this request, as it is a VISA policy).

The detailed vendor sales receipt for each transaction shall be submitted to the Department Director. All vendor sales receipts must be approved by the Department Director and the appropriate account number assigned. Some card "swipe machines" only indicate account number and total amount, in these situations; the cash register detailed receipt is also required. The reader of the receipt should be able to tell exactly what was purchased.

The Department Director is responsible for retaining all receipts for items purchased under the program for the department and ensuring all transactions posted are legitimate purchases made by their employee. Immediately upon receipt of the statement, the Department Director will check to ensure all the transactions posted are legitimate transactions made by the department, mark transactions for which receipts will be attached, and attach line item detailed point of sale receipts or delivery invoices.

The initial credit card limit shall not exceed \$2,000 per card for standard cards, \$5,000 for the City Administrator card, and \$15,000 for the City of Grimes' card. These limits may be adjusted by the Finance Director, with City Administrator approval, should the purchase or anticipated expense exceed more than \$2,000 but less than **\$5,000 \$10,000** on a standard card. Management has made an effort to ensure that the vendors/suppliers used during the normal course of business are not restricted. If the card is refused at a merchant and the employee believes it should have been accepted, call the Finance Director.

The handling of disputed charges and unauthorized purchases will be the responsibility of the department. Problems with a purchased item or billing resulting from use of the purchasing/procurement card should be resolved with the supplier or merchant that provided the item. In most cases, disputes can be resolved directly between the cardholder and the supplier.

The supplier or merchant should issue credit for any item that has been discussed and agreed to for return and a Returned Goods authorization number from the supplier should be given. If the department cannot reach resolution with the merchant, write a formal letter within 15 days of the date the charge first appeared on the statement and forward it to the finance department. The finance department will then dispute the item to the bank disputes department.

No cash advances shall be allowed with the purchasing/procurement card.

Debit Card

The City of Grimes prohibits the use of debit cards for City purchases.

SECTION III

PROCUREMENT REQUIREMENTS FEDERAL OR STATE REQUIREMENTS

Federal or State Funded Projects – Specific rules apply for projects that include any federal or state program funding. When a project is financed in part or in whole with federal or state funds, procurement will follow the guidelines that are applicable and required by the funding agency from which funding will be received, or the policy that is the most conservative in nature. Procurement standards found in 2 C.F.R. Part 200, applicable to federal funds will be followed. Chapter 26 and Section 331.341 of the Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply.

METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods:

1. **Small purchase** – relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$100,000 (\$150,000 for federal programs). If small purchase procedures are used for procurement under a grant, price or rate quotations (minimum of 2) shall be obtained from an adequate number of qualified sources.
 - a. **Sealed bids** - sealed bids are publicly solicited (formal advertising) and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for the bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction.
- A. In order for sealed bidding to be feasible, appropriate conditions must be present, including at a minimum, the following:
 - a. A complete, adequate and realistic specification or purchase description is available;
 - b. Two or more responsible bidders are available
 - c. The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.
- B. When sealed bids are used for a procurement under a grant, the following requirements apply:
 - a. A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers;
 - b. The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids;
 - c. All bids shall be opened publicly at the time and place stated in the invitation for bids;
 - d. A firm-fixed-price award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the City of Grimes indicates that such discounts are generally taken; and
 - e. Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.
2. **Competitive Proposals** - normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded, as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposal method is used for a procurement under a grant, the following requirements apply:

- A. Requests for Proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be considered to the maximum extent practical;
 - B. Request for Proposals shall be solicited from an adequate number of qualified sources;
 - C. City of Grimes shall have a written method for conducting evaluations of the proposals received and for selecting awardees;
 - D. Awards will be made to the responsible bidder whose proposal will be most advantageous to the City of Grimes, with price (other than architectural/engineering) and other factors considered. Unsuccessful bidders will be promptly notified in writing.
 - E. The City of Grimes will use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.
3. **Non-competitive Proposals** - procurement through solicitation of a proposal from only one source. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to one or more of the following:
- A. The item is available from only a single source;
 - B. After solicitation of a number of sources, competition is determined inadequate;
 - C. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; or
 - D. The awarding agency authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the awarding agency.)

The City of Grimes will take affirmative steps to assure, to the greatest extent possible, that contracts are awarded to qualified small and minority firms, women's business enterprises, and labor surplus area firms whenever they are potential sources. These affirmative steps must include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participating by small and minority businesses, and women's business enterprises;
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime contractor, if subcontracts are to be let, to take affirmative steps listed in paragraphs (a) through (e).

CONTRACT PRICING

- 1. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

2. The City of Grimes shall perform some form of cost/price analysis for every procurement action, including modification, amendments or change orders. The City of Grimes shall make an independent estimate prior to receiving a bid or proposal.
3. The City of Grimes shall negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. In determining a fair and reasonable profit, the City of Grimes must consider the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance and the industry profit rates in the surrounding geographical area.

PROCUREMENT RECORDS

The City of Grimes shall maintain records sufficient to detail the significant history of procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

AWARDED CONTRACTS

The City of Grimes will not award a contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM).

Any contracts awarded shall comply with 2 CFR 200.326 and Appendix II to Part 200.

SECTION IV

REQUISITIONS AND PURCHASE ORDERS

General

The Requisition initiates the procurement process. The receipt of the requisition with the necessary information and the required authorizations gives the authority for each specific purchase. Following the approval of the requisition by the City Administrator and the Finance Director, a purchase order will be issued. Checks will not be issued unless authorized by a proper purchase order.

The purchase order is the vendor's authorization to ship equipment, supplies, or perform services specified thereon. The purchase order also encumbers the budgeted funds for the purchase. It constitutes a contract between the City and the vendor, and as such, it is a legal document and may not be changed by anyone other than the Finance Director, the City Administrator, or other authorized official or personnel.

Action to be Taken Prior to Completing a Requisition

Before submitting a requisition for approval, the Department Director, City Administrator, or authorized individual shall make the following determinations:

- The purchase is within the department's budget.
- The item or service is needed.
- Sufficient supporting documentation and complete explanation is included in the requisition.

Survey of Vendors

When necessary, the Department Director or authorized individual shall survey vendors for:

- Price quotes
- Availability
- Delivery time

Information on Requisition

A requisition shall include, but not be limited to, all of the following information and must be completed in its entirety prior to approval:

- Date the requisition is prepared
- Requesting Department
- Shipment location
- Quantity. Measurable units for example: pieces, sheets, pounds, etc. must be used.
- Description of the item as complete and accurately as possible.
- Any additional information or anticipated requirements, such as fees or deposits, which will assist in making the best possible purchase of the requested supplies and services.
- Estimated cost determined by quotes and surveys, including shipping, handling and freight fees.
- Suggested vendor or vendors and any additional vendor quotation if needed.
- Brief reason for/explanation of request.
- Indication of whether the request is budgeted.
- Line item account number.
- Availability of funds.

- Date that the requested item or service is needed.
- Signature (electronically) of Department Director or authorized individual.

Review and Action by Finance Director

Review and action on the requisition will be made by the Finance Director. The Finance Director will take the following steps upon receipt of the requisition:

- Review the form for completeness and accuracy.
- Verify availability of funds.
- Approve and forward to City Administrator or return to Department Director for corrections, revisions or additions.

Review and Action by City Administrator

Review and action on the request will be made by the City Administrator. Upon receipt of the requisition the City Administrator may:

- Approve the request and return the purchase order to the Finance Director for further action; or
- Review, approve and submit to the City Council for final approval if the value of the request exceeds ~~\$5,000~~ \$10,000 and is not considered an on-going purchase; or
- Approve with conditions; or
- Disapprove.

Action by Finance Department

Upon receipt of the purchase order from the City Administrator, the Accounting Department shall complete the final step of the process by:

- Preparing for payment, as necessary.
- Routing the forms to the proper files and/or Department Head.

After the purchase order is executed, it will be distributed as follows:

- A copy will be provided to the vendor, if required.
- A copy will be retained by the Finance Department.
- A copy will be attached to the invoice and filed in the vendor files.

SECTION V

RECEIVING

General

The ordering department or person shall ultimately be responsible for incoming supplies, equipment and/or services. The department is also charged with the responsibility of inspecting all supplies delivered to determine quality, quantity, condition, and conformance with specifications of the purchase order.

Procedure

Upon receipt of supplies and/or service, and after verifying the goods and/or services are correct or satisfactory, the department shall initial the packing slip and forward to the Accounting Department.

Partial Deliveries

In the event of partial deliveries, the packing slip shall so note.

Rejections

In the case of defective supplies, insufficient amounts, etc., the department will note the defective or missing items on the packing slip. The Department Director or authorized individual will take immediate action to arrange for the return and replacement of items by the vendor.

Possible Charge to Employees

A unique purchase, if not a reasonable and justifiable expense as determined by the City Administrator, will be charged to the employee who made the purchase. The use of good judgment by all when making such purchase is especially urged.

APPENDIX II

CARDHOLDER USER AGREEMENT

You are being entrusted with a City of Grimes purchasing credit card, issued by Bankers Trust. The card is provided to you based on the need to purchase services or merchandise for the City of Grimes. The card may be revoked at any time without your permission. Your signature below indicates that you have read and will comply with the terms of the City of Grimes' Purchasing Policy and this agreement.

I understand that I will be making financial commitments on behalf of the City of Grimes and will do so following the requirements of the Purchasing Policy.

I have read and will follow the Purchasing Card Policies and Procedures. Failure to do so could be considered a misappropriation of City funds. Failure to comply with this Agreement may result in either revocation of my use privileges or other corrective action, up to and including termination.

I understand that under no circumstances will I use the Purchasing Card to make personal purchases, either for myself or for others. Using the card for personal charges could be considered misappropriation of City funds and could result in corrective action, up to and including termination of employment.

The Purchasing Card is issued in the City's/my name. I will not allow any other person to use the card. I am considered responsible for any and all charges against the card.

The Purchasing Card is City property. As such, I understand that I may be periodically required to comply with internal control procedures designed to protect City assets. I understand that I will be required to check out and return the card to the Finance Director following each day/trip.

If the card is lost or stolen, I will immediately notify the City Finance Director.

The City will receive a monthly statement, which will report all purchasing activity during the statement period. Since I am responsible for all charges (but not for payment) on the card, I will assist the Department Director in reconciling the statement each month, and resolve any discrepancies myself.

I will be required to produce a detailed receipt for each charge I initiate on the card.

I agree to surrender the Purchasing Card issued in my name immediately upon termination of employment, whether for retirement, voluntary, or involuntary reasons.

Employee Name (Print)

Last 8 Digits of Card Number

Employee Signature



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

AGENDA MEMO

For Meeting of August 25, 2020

AGENDA HEADING: Development Services GPS Unit Purchase

SYNOPSIS: The FY21 Budget included the acquisition of a GPS unit for the Development Services Department. This is a current deficiency identified in the department by staff to be able to verify survey data in the field and start to bring in-house the ability to complete some minor survey work and field checks. This will also give the department the ability to pick up GIS data in the future to assist the proposed GIS staff position in the current Development Services budget.

We went out to suppliers of this type of equipment and solicited 3 quotes as follows:

Transit Works	\$11,290.00	Carlson (BRx6+)
Iowa Transit	\$12,436.20	Topcon (Hiper SR)
Precision Midwest	\$12,575.06	Trimble (SP60)

The Senior Engineering Technician collected all the quotes for this pieces of equipment and used his experience from Waukee to guide which units we wanted to consider and how they needed to perform. He is comfortable with all the models listed above and has no worries about going with the low bidder. There would also be some minor additional costs associated with this equipment in needing a mobile hot spot for about \$100 plus \$30/month and a software subscription of about \$150/year.

FISCAL IMPACT:

\$11,900 for the purchase and first year of services.

PREVIOUS COUNCIL ACTION(S):

Approve FY 21 Budget Request

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the purchase request.



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

AGENDA MEMO

For Meeting of August 25, 2020

AGENDA HEADING: Development Services Vehicle Purchase

SYNOPSIS: The FY21 Budget included the acquisition of 2 vehicles for the Development Services Department. The need for additional vehicles is due to the increase in staff over the prior year, as well as the continued degradation of the current vehicles used by the department.

As these vehicles are parked outside, staff has determined that SUV's are the most practical. An SUV will provide more security for the equipment and tools that are commonly located in the vehicle.

Staff utilized the State Bid quote for determining the cost of the vehicle. For this fiscal year, Stew Hansen Dodge was the low bid for a mid-size SUV. Their cost came in at \$26,750 for a Dodge Durango with standard equipment.

Estimate delivery date is December 2020.

FISCAL IMPACT:

\$53,500 (plus outfit – to be sourced after acquisition)

PREVIOUS COUNCIL ACTION(S):

Approve FY 21 Budget Request

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the purchase request.

STEW HANSEN DODGE CITY JEEP
12103 HICKMAN RD
URBANDALE, IA 503231801

Configuration Preview

Date Printed: 2020-08-18 3:31 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 2
Status: BA - Pending order
FAN 1: 01JNR City of Grimes
FAN 2:
Client Code:
Bid Number: TB1061
PO Number:

Sold to:
STEW HANSEN DODGE CITY JEEP (45323)
12103 HICKMAN RD
URBANDALE, IA 503231801

Ship to:
STEW HANSEN DODGE CITY JEEP (45323)
12103 HICKMAN RD
URBANDALE, IA 503231801

Vehicle: 2021 DURANGO SXT AWD (WDEL75)

	Sales Code	Description	MSRP(USD)
Model:	WDEL75	DURANGO SXT AWD	34,365
Package:	2BA	Customer Preferred Package 2BA	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5		0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	YEP	Manuf Statement of Origin	0
	MDA	Front License Plate Bracket	0
	AMM	3rd Row Seating Group	1,095
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	151	Zone 51-Chicago	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB1061	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,495

Total Price: 36,955

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:
Instructions: USA

PSP Month/Week:
Build Priority: 99

Bid Price: \$26,750 each
Total for two: \$53,500.00

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

City of Grimes Claims 8 25 2020

PREMIER OFFICE EQUIPMENT	COPIER	121
PRINCIPAL LIFE INSURANCE	EMPLOYEE INSURANCE	2,844.24
AIR MACH INC.	REPAIR COMPRESSOR	453
JOHNSON CONTROLS SECURITY	CITY HALL 9/1/20-11/30/20	451.35
BAKER & TAYLOR	LIBRARY MATERIALS	1,032.83
BANKERS TRUST COMPANY	Supplies/Adobe/VNC connect/host fees	663.62
BLACK HILLS ENERGY	POWER	101.17
WASTE CONNECTIONS, DM DI	COLLECTIONS	524.57
BIG GREEN UMBRELLA MEDIA	LIBRARY CHAMBER DIRECTORY AD	932
BOMGAARS	EMPLOYEE SUPPLIES/PW SUPPLIES	648.17
KOCH OFFICE GROUP	COPIER OVERAGE 6/24-8/3/20	53.38
CENTRAL IOWA PEST	PEST CONTROL	325
COLLECTION SERVICES CENTER	CHILD SUPPORT	783.78
D. J. GONGOL & ASSOC	AIR CYLINDER FOR LSP#2	2,569.67
DELTA DENTAL OF IOWA	EMPLOYEE INSURANCE	5,057.77
EXTERIOR SHEET METAL	SILL FLASHING	55.56
FOX ENGINEERING ASSOCIATE	PROJECT WORK-TOWER/CK PROJ/37th	19,493.15
FIRE RECOVERY EMS	JULY SERVICES	1,026.64
HACH COMPANY	CHEMICALS	499.54
HAWKINS INC.	CHEMICALS	4,045.44
HILLYARD	HAND SANITIZER STAND-GCC	165
HOTSY CLEANING SYSTEMS, I	REPAIRS/VEHICLE WASHING BAY	1,430.33
RELIANT GASES, LTD	BULK CO2	1,244.70
STATE HYGIENIC LABORATORY	STATE TESTS	486.5
INSPIRON LOGISTICS LLC	WENS 6/1/20-5/31/21	1,385.00
IOWA FIRE EQUIPMENT CO.	1801 N JAMES FIRE EXT REPLACE/TESTING	1,563.74
IOWA PRISON INDUSTRIES	PED CROSSING SIGNS	264.22
IOWA SIGNAL INC	SIGNAL @ SE 11TH & HWY 141	1,654.00
KECK ENERGY	FUEL	1,166.64
LEAF	DEV SER-COPIER	252.53
LIBERTY READY MIX	STREET REPAIRS	3,106.00
LOGOED APPAREL & PROMOTIO	CLOTHING-BUILDING SERVICES	1,438.53
MAIL SERVICES	AUGUST STATEMENTS	4,402.79
MEDIACOM	GCC INTERNET	211.44
METRO WASTE AUTHORITY	GARBAGE	89.47
PRIES MATT	YOUTH RUNNING CAMP	350
MIDAMERICAN ENERGY	POWER	11,817.52
MISSISSIPPI LIME CO.	LIME	4,396.00
OFFICE DEPOT CITY HALL	SUPPLIES	249.7
OVERDRIVE, INC	LIBRARY MATERIALS	2,294.14
TRUE VALUE	BATTERIES	20.15
POLK COUNTY TREASURER	SHERIFF JULY CONTRACT	114,323.00
SHRED-IT USA	CH JULY SERVICE	96.3
SMITH'S SEWER SERVICE	MAINTENANCE	137.8
STATE LIBRARY OF IOWA	MATERIALS	62
P.R.I.M.E. BENEFIT SYSTEM	FLEX SPENDING	1,100.15
SYNCB/AMAZON	A/V-Mtgs/levels-Bldg Serv/security cam	4,460.75
US WATER	JULY BILL	72,062.05
CINTAS CORPORATION - #762	RUGS	688.96
USA BLUE BOOK	FIRE HOSE	447.82
VERIZON WIRELESS, BELLEVU	IPADS - PW	234.8
WELLMARK BLUE CROSS	EMPLOYEE INSURANCE	48,669.95
WHITFIELD & EDDY	JULY 20 PROF SERVICES	16,445.00
WILSON BROS. PEST CONTROL	Mosquito	2,800.00
CASEY'S GENERAL STORE #35	STORM CLEAN UP	63.95
CENTURY LINK	PHONE	2,099.95
GATEHOUSE MEDIA IOWA HOLD	PUBLICATION	957.97
STEVENS JACOB	SPRING HBI 2020	500
INFOMAX OFFICE SYSTEMS, I	COPIER	186.58
EFTPS	FED/FICA TAX	37,575.93
MENARDS GRIMES	FLOAT SWITCH	95.65

WILLEY, AMANDA	MILEAGE COVID19	31.85
MCCLURE ENGINEERING	RO WATER TREAT PLANT PHASE 1	60,501.35
BULK TRANSPORT CO EAST	LIME DELIVERY	1,787.85
COPY SYSTEMS INC	COPIER MONTHLY CHG	39
VERITIV OPERATING COMPANY	SIGN PRINTER SUPPLIES	135
SHANK CONSTRUCTORS INC	RO WATER TREAT PLANT PHASE 1	1,416,281.85
VOYA	DEFER COMP PRE	731
AIG	DEFER COMP PRE	332.5
HORACE MANN	DEFER COMP ROTH	175
MASSMUTUAL	DEFER COMP PRE	435
EVANS, JEREMY	BOA VARIANCE APP REFUND	25
CENTURY LINK 02	PHONE SERVICE	138.59
MITEL	PHONE SERVICE	1,505.24
BLACKBURN MANUFACTURING	WHITE MARKING FLAGS	192.92
MAGNA-MATIC CORPORATION	GRINDING WHEELS/MOWER BLADES	382.03
BROUWER, ANDREA	REIMBURSE TEST FEES/PARAMEDIC	375
WULFEKUHLE INJECCION	CLEAN REED BED	40,109.08
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	106,854.68
	CLAIMS TOTAL	2,012,711.83
	GENERAL FUND	281,921.79
	LIBRARY FUND FUND	20,816.73
	ROAD USE TAX FUND	8,253.11
	EMPLOYEE BENEFITS FUND	45,791.81
	CP - PRAIRIE/LITTLE BEAVE FUND	7,797.60
	CP - S JAMES/SE 37TH ST FUND	3,291.00
	CP-New Jordan Well 2019 FUND	3,636.45
	CP-16 Water Main FUND"	4,546.10
	CP-Water Tower 2019 FUND	11,215.00
	CP-Water Plant Exp 2019 FUND	1,465,568.20
	WRA SANI SEWER CONNECTION FUND	2,812.50
	SE 11th ST RR/James 2019 FUND	225
	WATER FUND	65,574.75
	SEWER FUND	87,871.01
	LANDFILL/GARBAGE FUND	620.87
	STORM WATER FUND	2,769.91
		2,012,711.83



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

AGENDA MEMO

For Meeting of August 28, 2020

AGENDA HEADING: Public Hearing – Willow Hills Rezoning Ordinance 738

SYNOPSIS: 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 has been initiated, and approved by the City Council on July 14, 2020. Following the approval, the request has been submitted to the City Development Board, who will hear the case in September and October.

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 case, the applicant has indicated a desire to subdivide the approximately 40.18-acre property into 86 single family lots and one outlot for parkland dedication. The single family lots range from 0.27 to 0.60 acres in size, and the outlot for parkland dedication totals 3.54 acres. A right-of-way dedication is necessary for NW 27th Street to provide 60' from centerline.

The future land use plan calls for this area to be Low Density Residential, which is consistent with the proposed development intent.

The Development Agreement for the project is proposed to include the following development standards:

- Painted Cementitious Siding
- Architectural Shingles
- Minimum Square Footage
 - o Ranch – 1,600 sq. ft.
 - o One and a Half Story – 1,800 sq. ft.
 - o Two Story – 2,000 sq. ft.
- Minimum 3-stall garage
- Minimum of 1 tree in the front yard and 1 tree in the back yard

FISCAL IMPACT:

N/A



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

PREVIOUS COUNCIL ACTION(S):

Approve Annexation – July 2020

BOARD/COMMISSION ACTION(S):

Recommendation of Approval, Planning and Zoning Commission – August 2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the 1st Consideration of Ordinance 738.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: August 4, 2020
RE: Willow Hills – Rezoning

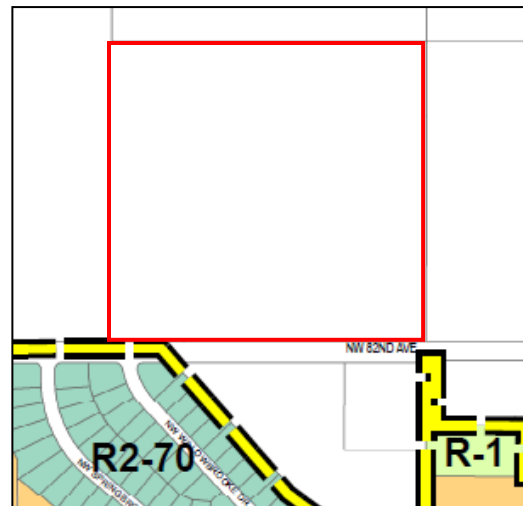
GENERAL INFORMATION:

Applicant:	Willow Hills, LLC
Requested Action	Rezoning
Location	NW 27 th Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	LDR	Polk County Agricultural District
North	Vacant	Urban Reserve	Polk County Agricultural District
South	Single-Family	LDR	R2-70 / Polk County LDR
East	Vacant	LDR	Polk County Agricultural District
West	Vacant	LDR	Polk County Agricultural District

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 has been initiated, and approved by the City Council on July 14, 2020. Following the approval, the request has been submitted to the City Development Board, who will hear the case in September.

As such, staff has developed a schedule that will allow for the rezoning to be approved in September 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 case, the applicant has indicated a desire to subdivide the approximately 40.18-acre property into 86 single family lots and one outlot for parkland dedication. The single family lots range from 0.27 to 0.60 acres in size, and the outlot for parkland dedication totals 3.54 acres. A right-of-way dedication is necessary for NW 27th Street to provide 60' from centerline.

The future land use plan calls for this area to be Low Density Residential, which is consistent with the proposed development intent.

The Development Agreement for the project is proposed to include the following development standards:

- Painted Cementitious Siding
- Architectural Shingles
- Minimum Square Footage
 - o Ranch – 1,600 sq. ft.
 - o One and a Half Story – 1,800 sq. ft.
 - o Two Story – 2,000 sq. ft.
- Minimum 3-stall garage
- Minimum of 1 tree in the front yard and 1 tree in the back yard

Site Layout:

The concept plan shows two access points from NW 27th Street, a future street connection to the east, and two future street connections to the north. A trail is proposed around the wet detention basin to provide an amenity for the neighborhood and a future trail connection to the north. Staff anticipates that the park concept will be furthered to the north with future subdivisions.

A 20' landscape buffer is proposed along NW 27th Street. In lieu of a berm, the applicant is proposing thicker plantings within the buffer to achieve the same affect.

Utilities:

The applicant has provided a sanitary sewer concept plan which proposes future connection to the north and west, and connection to a future lift station to the northeast of the Willow Hills development.

STAFF RECOMMENDATION:

Staff would recommend approval of the Willow Hills rezoning 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

~~June 18, 2020~~

July 29, 2020

Snyder & Associates

Attn: Jason Ledden

2727 SW Snyder Blvd

Ankeny, IA 50023

RE: Willow Hills Rezone

Dear Mr. Ledden:

The Development Services Department is in receipt of a proposed Rezoning for the Willow Hills Subdivision. Based on the review of the provided submittal materials, staff have the following comments:

Concept Plan:

- ~~1. Please add a road connection to the west.~~
- ~~2. Staff is developing street names and will provide at a later date.~~
- ~~3. Show internal sidewalks and sidewalk along NW 27th Street.~~
- ~~4. Please show the dedication of ROW, totaling no less than 60 feet from the centerline of current NW 27th Street.~~
5. Please show a berm and buffer along NW 27th Street. A standard detail/cross section for the berm and plantings should be provided. **Please add the "PG" plant type to the plant list. Please provide a variety of species for overstory, understory, and evergreen trees to avoid potential disease wiping out the entire buffer. Remove the shrubs from the buffer.**
- ~~6. Staff is working on a draft Development Agreement. The agreement will include minimum square footages, garage size, architecture standards.~~
- ~~7. Based upon the current parkland dedication requirement, a minimum of 1.3 acres of parkland must be dedicated. Staff understand that the applicant desires to construct a wet bottom pond upon the outlot and deed that as parkland. In doing so, staff would~~

~~like to explore the possibility of a trail installation, ultimately connecting further to the north.~~

~~8. Please provide a preliminary sanitary sewer routing analysis for this subdivision. Note that it is expected that connections for all utilities be made to the adjoining properties which will depend upon service based upon the drainage patterns.~~

~~9. Please indicate the anticipated phasing of the subdivision.~~

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: June 25, 2020
(1 PDF of Rezoning Map and Concept Plan)

PLANNING & ZONING: August 4, 2020 at 5:30 at the Grimes City Hall

COUNCIL MEETING: 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

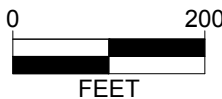




Diagram illustrating the components of a mulch bed, showing a cross-section of a 50' long bed. The components are labeled as follows:

- 1-MR: Mulch (top layer)
- 2-PF: Polyethylene film (bottom layer)
- 2-MR: Mulch (middle layer)
- 3-PD: Polyethylene film (middle layer)
- 3-JP: Polyethylene film (middle layer)
- 3-PO: Polyethylene film (middle layer)
- 4-PG: Polyethylene film (top layer)
- 4-JP: Polyethylene film (bottom layer)

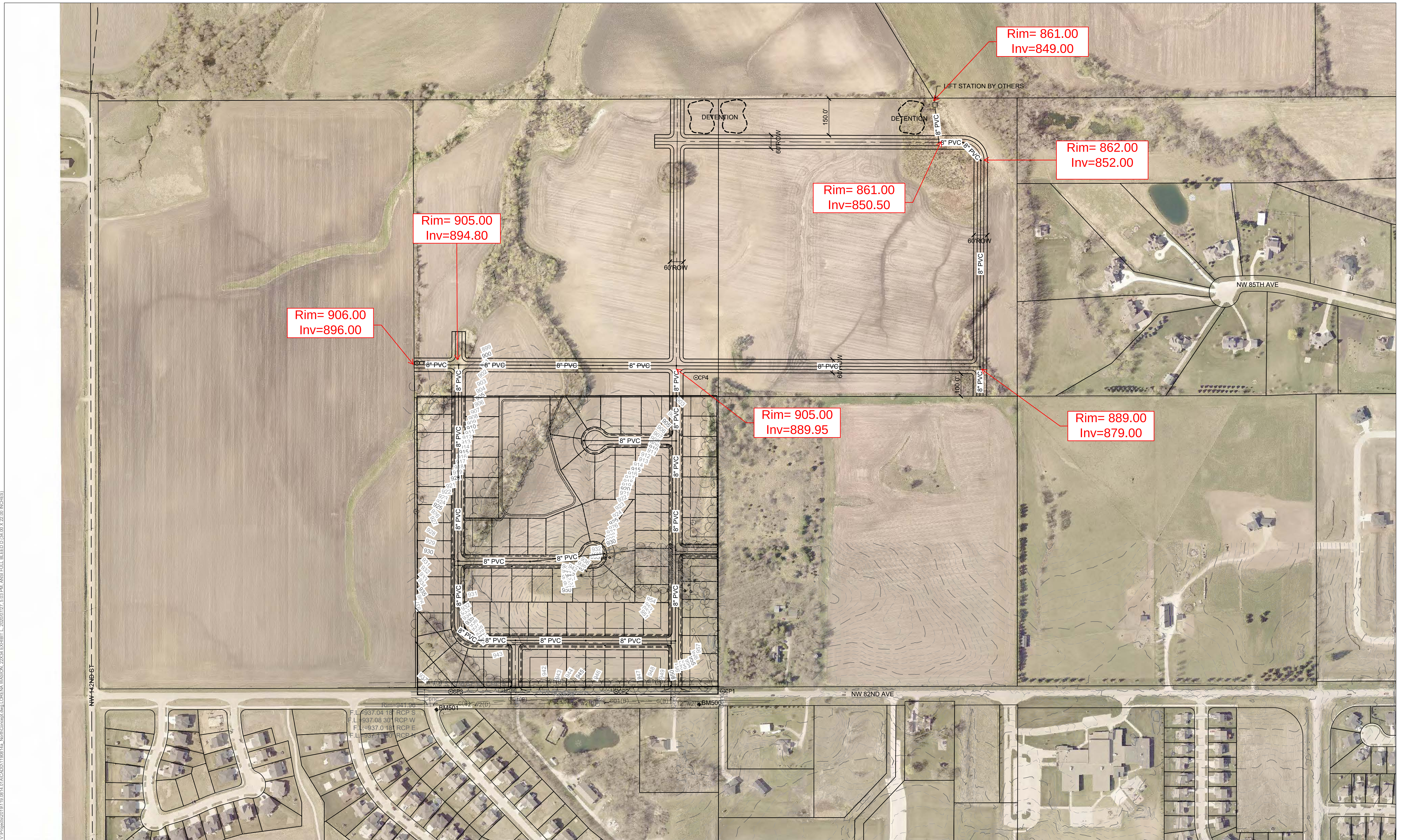
MULCH BED WITH SPADE CUT EDGE (TYP.)



SNYDER
& ASSOCIATES

Sheet 1 of 1

V:\Projects\2019\11814_01\ACAD\01180814a_NormConcept.dwg LORENA VASCON, 22/04/2020 07:27, 5:03 PM, ANSI FULL BLEED, D (34.00 X 22.00 INCHES)





ORDINANCE #738

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 40.06 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 Willow Hills, 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

THE SOUTHEAST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30 IN TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS.

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



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

AGENDA MEMO

For Meeting of August 25, 2020

AGENDA HEADING: Crossroad Plat 6, Lot 1 – Site Plan

SYNOPSIS: The applicant is requesting approval of the site plan for a large unit storage facility. All buildings on site total 35,360 square feet

The property is located within the M-2 zoning district and is not within an overlay district.

The façade is proposed to be principally constructed of metal with stone along the bottom of the building frontage.

Given the available space between the man and overhead doors, staff has suggested installing the required square footage of stone on the front of the building that faces SE Destination Drive. This is a reasonable compromise in staff's opinion, and consistent with how similar projects have been processed in the past.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Final Plat - 2015

BOARD/COMMISSION ACTION(S):

Recommendation of Approval, Planning and Zoning Commission, August 2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Site Plan, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: August 4, 2020
RE: Crossroads Plat 6 Lot 1 – Site Plan

GENERAL INFORMATION:

Applicant:

JMAK Holdings, LLC

Requested Action

Site Plan

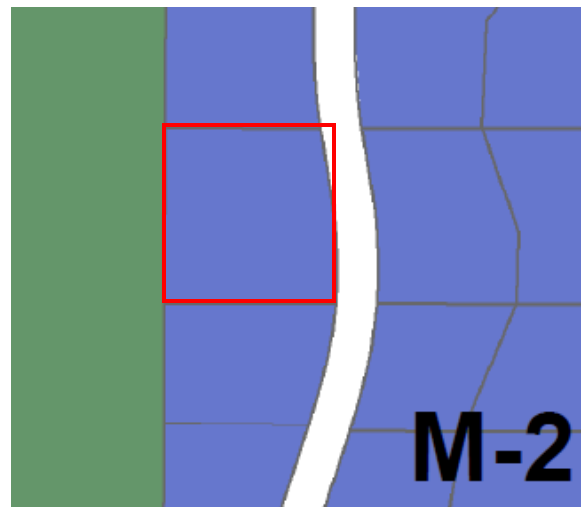
Location

3000 SE Destination Drive

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-2
North	Vacant (Future Sweet Honey Site)	Light Industrial	M-2
South	Industrial	Light Industrial	M-2
East	Industrial	Greenway	M-2
West	Mobile Home Park	Mobile Home Residential	R-5

BACKGROUND:

The applicant is requesting approval of the site plan for a large unit storage facility. All buildings on site total 35,360 square feet

The property is located within the M-2 zoning district and is not within an overlay district.

ANALYSIS:

Building/Elevations:

The façade is proposed to be principally constructed of metal with stone along the bottom of the building frontage. Revised elevations are forth coming to address the remaining comments in the staff comment letter.

Given the available space between the man and overhead doors, staff has suggested installing the required square footage of stone on the front of the building that faces SE Destination Drive. This is a reasonable compromise in staffs opinion.

Site Layout:

The site will be accessed from SE Destination Drive via two driveways. A future 5' sidewalk is proposed along the project frontage. No dumpster is provided onsite. Each storage unit will be responsible for managing their own trash.

Parking:

No required parking is needed onsite due to the nature of the facility. Adequate space is provided between the buildings for individuals to park in front of their storage units while loading and unloading.

Landscaping/Streetscape:

The site provides landscaping along the project frontage to shield the overhead doors from the right-of-way and the adjacent residential property to the west. Foundation plantings are also provided along the building frontage. There are no minimum landscape standards for this property, therefore the site meets the minimum requirements.

Utilities:

No sanitary sewer or water lines will connect to the building since the facility is meant for storage only. However, new 6" public water main will be constructed for fire hydrant coverage.

The water main will connect to the existing 6" main on the east side of SE Destination Drive. A portion of the new water main will be constructed within the right-of-way to accommodate the construction of the detention basins along SE Destination Drive. The remainder of the water main will extend west and connect to fire hydrants.

Storm water will be stored in the detention basin located along the project frontage on the east side of the facility.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for Crossroads Plat 6 Lot 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

~~July 2, 2020~~
July 16, 2020

Civil Design Advantage

Attn: Doug Mandernach

3405 SE Crossroads Drive, Suite G

Grimes, IA 50111

RE: Crossroads Plat 6 Lot 1 – 3000 SE Destination Drive

Dear Mr. Mandernach:

The Development Services Department is in receipt of a proposed Site Plan for Crossroads Plat 6 Lot 1 – 3000 SE Destination Drive. Based on the review of the provided submittal materials, staff have the following comments:

General Comments/Cover Sheet:

- ~~1. Update construction schedule.~~
- ~~2. Specify proposed use as mini storage.~~
- ~~3. Add building height. Add to cover sheet in the development summary.~~
- ~~4. Please provide lighting cut sheets.~~
5. Provide geo-tech report. **Geotech will be required prior to issuing the building permit.**

Sheet 2:

- ~~1. Add lot dimensions to nearest tenth of a foot.~~
- ~~2. Show future 5' sidewalk along SE Destination Dr.~~
- ~~3. Attempt to align the driveway to the existing driveway across the street.~~
- ~~4. Are any light poles proposed? Please show locations.~~
- ~~5. Insert current city notes.~~

- ~~6. Will gutters be installed on backside of buildings? How will drainage be contained to site.~~
- ~~7. Can driveways be aligned with business across the street?~~

Sheet 3:

- ~~1. Minimum drainage to be 2%.~~

Sheet 4:

- ~~1. Label size of existing water main.~~
- ~~2. The hydrant coverage for the proposed building does not meet the requirements of Section 507.5.1 of the City of Grimes Fire Code, which requires hydrant coverage along an approved route around the building. Show hydrant coverage in a 150' linear route.~~
- ~~3. Add roof drains and connections.~~
- ~~4. Will the existing 31LF of 15" RCP stub be utilized (as builds say 1.32% grade)? Is ST-1 installed on existing or is pipe needed to extend existing to location?~~
- ~~5. Add note at ST-2 and ST-3 to see detail.~~
- ~~6. Will there be roof drain connections to 8" storm?~~

Sheet 5:

1. Note to ST-1 calls for permanent standpipe

Sheet 6:

- ~~1. Screen transformer from public view with evergreen landscaping.~~

Architecture:

1. Provide a list of materials and colors.

2. Commercial buildings shall incorporate façade modulation in all building elevations, either by physical offsets or by the use of color, pattern, or texture in order to preserve building scale and reduce the negative aesthetic impact of long, large, expansive wall surfaces. Please add additional features of the east elevation such as windows, awnings, paint design, etc. **The standards were put in place to enhance building construction outside of the overlay districts. The buildings in the area were approved prior to the architecture standards. Additional features, such as awnings, paint design, additional stone, etc. need to be added.**
3. Commercial buildings shall incorporate architectural design elements, materials, and colors into the side and rear building elevations similar to those used in the front building elevation. **The architecture standards were put in place after the existing buildings in the area and are meant to enhance building design. Please provide.**
4. ~~Any roof mounted equipment must be screened. Please show screening on the elevations, if applicable.~~
5. **Please show proposed wall pack lighting on the building elevations.**
6. A minimum of 25% of the building frontage and a minimum of 30' along the adjacent sides shall be stone/masonry. Please add building material calculations and dimensions to the elevation sheets. **This is a code requirement so the stone needs to be added on the sides. The standards were put in place to enhance building construction outside of the overlay districts. The buildings in the area were approved prior to the architecture standards.**

SWPPP

1. **Submit a full SWPPP for review.**

SWMP

1. ~~General: The City of Grimes will no longer accept traditional “extended dry detention” practices to treat the WQv. Consult the ISWMM for practices that provide 80% total suspended solids (TSS) removal. Designs and associated calculations should be included in the next submittal.~~
2. ~~General: In similar fashion to the 1.25” (WQv) worksheet (Pages 62 & 63), submit a manual worksheet to calculate the CPv per ISWMM Chapter 3 pages 54-56.~~
3. ~~General: In similar fashion to the (WQv) hydrograph, please include CPv hydrographs for basins 1N and 1S.~~
4. ~~Page 3 & 14: Page 3 Meadow is listed for the curve number, and Page 14 cultivated soils are used for sheet and shallow concentrated flows. Is the land meadow or cultivated soils? Please clarify/rectify.~~

- ~~5. Page 4: Verify narrative stating the use of “underground chamber systems”. Said systems were not located on the site plan.~~
- ~~6. Page 4 and 77: Include Storm Sewer Pipe Design Information for 10- and 100-year storm events. The 100-year is required in order to evaluate secondary flow paths.~~
- ~~7. Page 5: Add CPv findings to summary tables.~~
- ~~8. Page 28: Draw sheet flow arrows perpendicular to contours for pathways to both basins. Grassy areas may require both sheet and shallow concentrated flows prior to reaching pavement. Update TOC sheets and associated outputs accordingly.~~
- ~~9. Page 76: Clearly label structure “ST-EX2”~~
- ~~10. Page 77: Demonstrate that TRM provided will handle discharge quantity and velocity.~~
11. General: Eliminate analysis of the 50-year storm event.
12. Sheets 37-38 of 132: Verify hydraulic head (h_o) for the north (3.68-ft) and south (3.24-ft) basins. No depths of that magnitude corresponding to the CPv were found in the hydrographs.
13. Sheets 37-38 of 132: Calculations on both sheets are titled “DB 1N”. Label the south basin as BD 1S.
14. Sheets 127 and 128 of 132:
 - a. In *List of Storm Sewer Pipe*, should the pipe from ST-EX2 to ST-EX1 should be listed
 - b. In *List of Storm Sewer Pipe*, should the structure connecting pipe L-1 to ST-1 be ST-EX2?
 - c. Verify that downstream invert on ST-14 is not higher than upstream inverts (929.23 down from 929.22).
 - d. Revise pipe L-5 so that 10- and 100-year velocities do not exceed 10 fps.

Site Plan

- ~~1. Sheet 2: City of Grimes Standard Notes: Change contract from Brandt Williamson to Tony Hanson, City of Grimes, 515-201-3918.~~
- ~~2. Sheet 3: Provide 1-ft. of freeboard above 100-year basin elevations.~~
- ~~3. Sheet 3: Provide a reinforced overflow spillway for each basin.~~
- ~~4. Sheet 3: If basin overflow elevation does not fall on a whole contour value, please show spot elevations at crest and overflow locations.~~
- ~~5. Sheets 3 & 4 Notes: Change Altoona language to standard City of Grimes language.~~
- ~~6. Sheet 4: Indicate SW-512 intake size and type of cover (ST-1).~~
- ~~7. Sheet 5:~~

- ~~Note that [owner and/or contractor] shall topographic survey completed basins and furnish a CAD file and PDF to the City demonstrating that basin surfaces conform to design elevations.~~
- ~~Show location of a covered dumpster.~~
- ~~Show location of portable toilet stating requirement of 50 ft or more from the nearest intake.~~
- ~~Show location of chemical and fuel storage, etc. with secondary containment.~~
- ~~Provide slope and swale protection.~~
- ~~Make silt fence maximum distance of 100 ft. with J hooks and a minimum 2 ft. away from property lines. Note that silt fence should be placed “on contour”.~~
- ~~Add checks to small, short swales along west side that convey water to concrete areas.~~
- ~~Place width dimensions on rock construction entrance (SUDAS minimum is 20’).~~
- ~~Please include quantities for the following items:~~
 - ~~TRM~~
 - ~~Check dams~~
 - ~~Construction entrance in square yards~~
- ~~Provide inlet protection devices for existing street grate intakes and show protection for ST-21.~~

8. Sheet 3 of 7: The north driveway appears to have a high point elev = 933.74-ft. by which water would escape the parking lot should intake ST-16 become plugged. Provide 1-ft. of freeboard in this area of the site.

9. Sheet 4 of 7: Include note outlining WQv and 100-yr flows through the hydrodynamic separator.

10. Sheet 5 of 7:

- Note indicating requirement for a post-construction survey to verify design elevations does not appear to have been added. Please add note.
- Show location of a covered dumpster for use during construction.
- For portable toilet, change language on note, “PROPOSED STAGING LOCATION” to indicate the location of a portable toilet.
- Indicate in the SWPPP Legend what is represented by the thick line with open circles. These occur in the north and south basins.
- Add checks to small, short swales along west side that convey water to the parking lot.

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: ~~July 8, 2020~~
 July 21, 2020
 (1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: August 4, 2020 at 5:30 at the Grimes City Hall

COUNCIL MEETING: August 25, 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

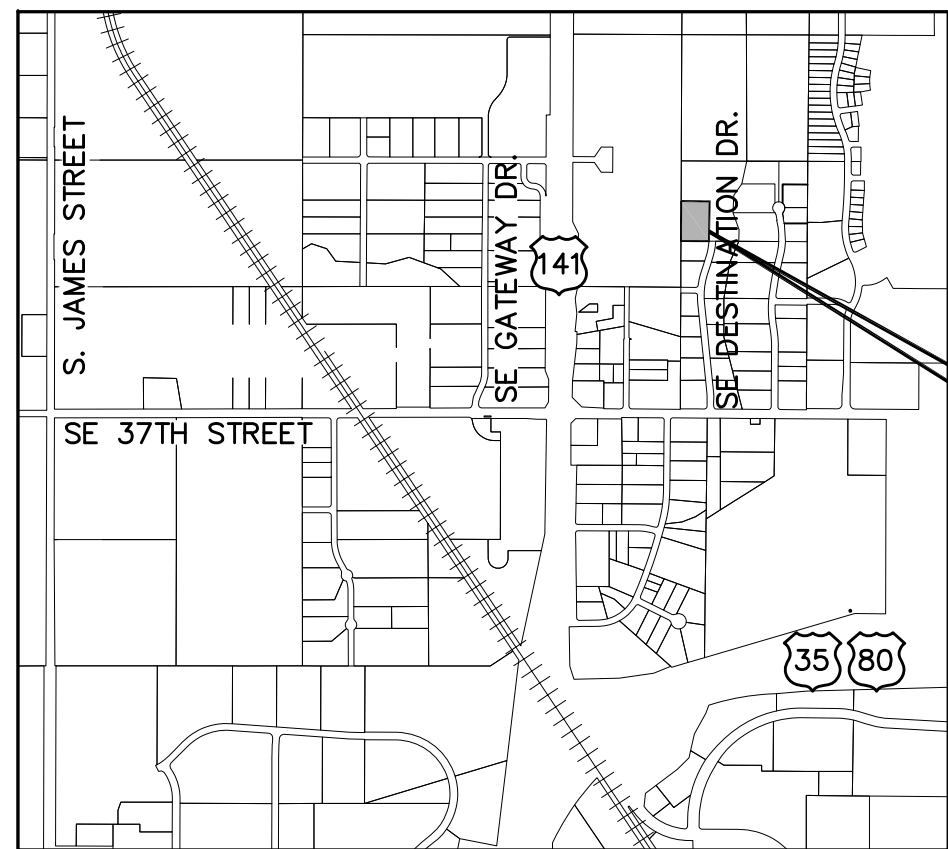
SITE PLAN FOR:

CROSSROADS PLAT 6 LOT 1

GRIMES, POLK COUNTY IOWA

VICINITY MAP

NOT TO SCALE



GRIMES, IOWA

OWNER/ APPLICANT

JMAK HOLDINGS LLC
3070 WHITEPINE CT
WAUKEE, IA 50263
CONTACT: KEVIN HENTER

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

PROJECT SITE ADDRESS

3000 SE DESTINATION DRIVE

LEGAL DESCRIPTION

LOT 1 CROSSROADS BUSINESS PARK PLAT 6 AN OFFICIAL
PLAT IN THE CITY OF GRIMES, POLK COUNTY IOWA.

ZONING

M-2: LIGHT INDUSTRIAL DISTRICT

DATE OF SURVEY

5-17-18

BENCHMARKS

BACK BOLT ON HYDRANT ON EAST SIDE OF DESTINATION
DRIVE @ NE CORNER OF SITE

BACK BOLT ON HYDRANT ON EAST OF CTI, NW CORNER
ENTRANCE @ MICHE DRIVE (SEE ALSO GRIMES BOOK 119, PG. 18

EXISTING/ PROPOSED USE

AGRICULTURAL ROW CROPS

PROPOSED LAND USE

STORAGE - LARGE UNIT

DEVELOPMENT SUMMARY

SITE AREA: 1.96 ACRES (85,270 SF)

IMPERVIOUS AREAS

BUILDING 1:	10,200
BUILDING 2:	5,440
BUILDING 3:	9,520
BUILDING 4:	10,200
PAVEMENT:	27,497
TOTAL IMPERVIOUS	62,857 = 73.72%

SETBACKS:

FRONT:	25'
SIDE:	NONE
REAR YARD:	25'

OPEN SPACE REQUIRED:	8,527 SF (10%)
OPEN SPACE PROVIDED:	22,413 SF (26.28%)

BUILDING HEIGHT

BUILDINGS 1 & 4:	17'-0"
BUILDINGS 2 & 3:	17'-8"

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE: AUGUST 2020
ANTICIPATED END DATE: DECEMBER 2020

SUBMITTAL DATES

FIRST SUBMITTAL:	06-19-2020
SECOND SUBMITTAL:	07-08-2020
THIRD SUBMITTAL:	07-29-2020

INDEX OF SHEETS

NO.	DESCRIPTION
1	COVER SHEET
2	DIMENSION PLAN
3	GRADING PLAN
4	UTILITY PLAN
5	EROSION AND SEDIMENT CONTROL PLAN
6	LANDSCAPE PLAN
7	DETAILS

GENERAL LEGEND

PROPOSED

PROPERTY BOUNDARY	—————
SECTION LINE	- - - - -
CENTER LINE	—————
RIGHT OF WAY	- - - - - R/W - - - - -
BUILDING SETBACK	————— P/E ———
PERMANENT EASEMENT	————— T/E ———
TEMPORARY EASEMENT	—————
TYPE SW-501 STORM INTAKE	
TYPE SW-502 STORM INTAKE	
TYPE SW-503 STORM INTAKE	
TYPE SW-505 STORM INTAKE	
TYPE SW-506 STORM INTAKE	
TYPE SW-512 STORM INTAKE	
TYPE SW-513 STORM INTAKE	
TYPE SW-401 STORM MANHOLE	
TYPE SW-402 STORM MANHOLE	
FLARED END SECTION	
TYPE SW-301 SANITARY MANHOLE	
STORM/SANITARY CLEANOUT	
WATER VALVE	
FIRE HYDRANT ASSEMBLY	
SIGN	
DETECTABLE WARNING PANEL	
WATER CURB STOP	
SANITARY SEWER	————— S ——— S ——— S ———
SANITARY SERVICE	————— ST ——— ST ———
STORM SEWER	————— 8"W ———
STORM SERVICE	————— W ——— W ———
WATERMAIN WITH SIZE	————— (UAC) ———
SAWCUT (FULL DEPTH)	
SILT FENCE	
USE AS CONSTRUCTED	MPE
MINIMUM PROTECTION ELEVATION	

EXISTING

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	————— TV ———
GAS MAIN	————— G ———
FIBER OPTIC	————— FO ———
UNDERGROUND TELEPHONE	————— T ———
OVERHEAD ELECTRIC	————— OE ———
UNDERGROUND ELECTRIC	————— E ———
FIELD TILE	————— TILE ———
SANITARY SEWER W/ SIZE	————— 8"S ———
STORM SEWER W/ SIZE	————— 15"ST ———
WATER MAIN W/ SIZE	————— 8"W ———



1-800-292-8989

www.iowaonecall.com



Keep what's below.
Call before you dig.



CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DR. SUITE G, GRIMES, IOWA 50111

PH: (515) 369-4400 Fax: (515) 369-4410

PROJECT NO. 1801.017

THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF GRIMES
GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE
INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE
CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE
RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND
MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

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.



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.

JEFFREY J. NESVIK, P.E.

LICENSE NUMBER 23816

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020

PAGES OF SHEETS COVERED BY THIS SEAL:

SHEETS 1-5, 7

PRELIMINARY
NOT FOR CONSTRUCTION

COMMENTS:

DATE:

BY:

FILE: H:\2018\180107\180107-SITE.DWG

DATE: 7/29/2020 3:57 PM

PLotted BY: JEFF NESVIK

DATE:

CROSSROADS PLAT 6 LOT 1 - 1801.017

TRAFFIC CONTROL NOTES

1. ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY R.O.W. OR LANE CLOSURES.
2. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE CITY.
4. THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
5. SIDEWALK CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES.
6. THE CONTRACTOR IS CAUTIONED NEITHER TO OBSTRUCT NOR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
7. ALL SIGNING AND LANE STRIPING WILL NEED TO COMPLY WITH MUTCD. MAINTENANCE AND REPLACEMENT OF THE SIGNING AND STRIPING WILL BE THE RESPONSIBILITY OF THE APPLICANT.

PAVEMENT THICKNESS

- | | |
|---------------------------|-----------|
| 1. SIDEWALKS | 4" P.C.C. |
| 2. PARKING AREAS | 6" P.C.C. |
| 3. DRIVEWAYS | 6" P.C.C. |
| 4. PAVEMENT WITHIN R.O.W. | 7" P.C.C. |

GENERAL NOTES

1. 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.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
5. ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S CONSTRUCTION DIVISION.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY OF GRIMES STANDARDS.
7. ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
9. PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
11. ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
12. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
13. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
14. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
15. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
16. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
17. CONCRETE REMOVAL FOR DRIVEWAY APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH CITY OF GRIMES CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
18. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.
19. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTIFY (48 HRS NOTICE) THE FOLLOWING:
 - A. CITY OF GRIMES
 - B. APPROPRIATE UTILITY COMPANIES
 - C. OWNER
 - D. CIVIL DESIGN ADVANTAGE
21. PARKING LOT STRIPING SHALL BE A 4" WHITE STRIPE UNLESS OTHERWISE NOTED (MINIMUM TWO COATS).
22. ALL EXTERIOR LIGHTING SHALL BE LOW-GLARE FULL CUTOFF TYPE FIXTURES AND SHALL NOT EXCEED ZERO FOOT-CANDLES BEYOND THE PROPERTY LINE. THE CONTRACTOR SHALL COORDINATE FINAL LIGHTING AND ELECTRICAL DESIGN WITH THE OWNER.
23. ANY SITE CHANGES THAT DIFFER FROM THE SITE PLAN MUST BE APPROVED BY THE CITY OF GRIMES PRIOR TO INSTALLATION/AMENDMENT.

CITY OF GRIMES STANDARD NOTES FOR SITE PLANS

1. GENERAL NOTES:

- a. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS.
- b. A PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING. CONTACT CITY OF GRIMES ENGINEERING DEPT. (515.986.4050).
- c. ALL PERMITS (IDNR, SWP, IDOT, ARMY CORP., ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
- d. 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.
- e. TYPICAL BUILDING SERVICE LAYOUT TO REFLECT THE CITY'S SERVICE ORDER FROM LEFT TO RIGHT FACING THE LOT, SANITARY, WATER, SUMP.
- f. A KNOX BOX IS REQUIRED BY THE FIRE DEPARTMENT AND SHALL BE OBTAINED AT CITY HALL.
- g. ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHT-OF-WAYS.
- h. PROVIDE A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS.

2. SANITARY SEWER NOTES:

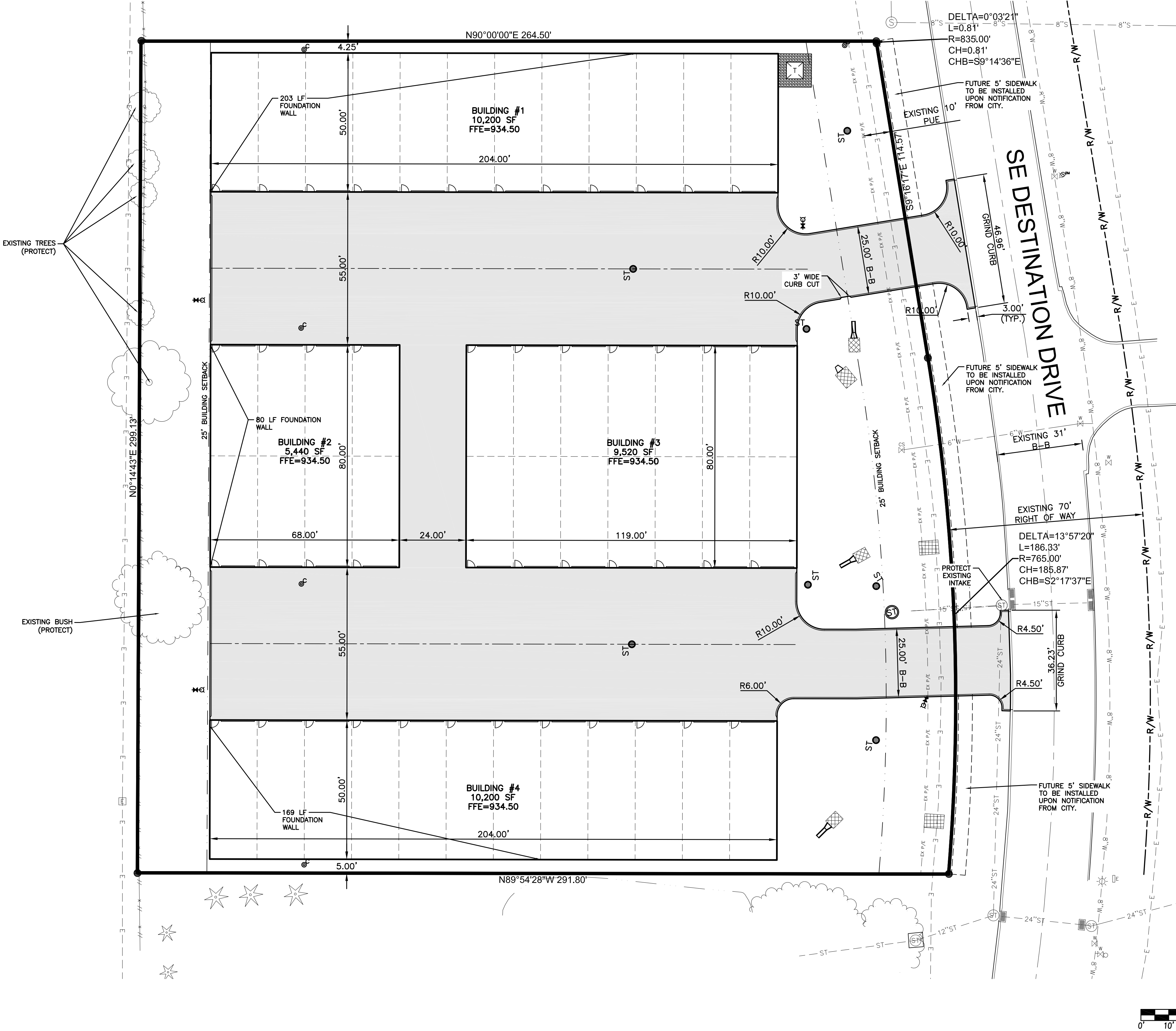
- a. THE CONTRACTOR IS REQUIRED TO PLACE A TEMPORARY PLUG IN THE EXISTING DOWNSTREAM SANITARY SEWER MANHOLE PRIOR TO THE START OF CONSTRUCTION. THE PLUG SHALL BE REMOVED FOLLOWING APPROVAL OF CONSTRUCTION BY THE CITY OF GRIMES.
- b. SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS (8" TO 15").
- c. SANITARY GRAVITY SERVICE PIPE MATERIAL SHALL BE PVC SDR 23.5 (4" TO 6").
- d. ALL SANITARY SEWER MANHOLES SHALL HAVE STEPS.
- e. ALL SANITARY SEWER MANHOLES CASTINGS SHALL BE SEALED WITH HEAT SHRINK SLEEVES.
- f. ALL SANITARY SEWER MANHOLE CASTINGS LOCATED WITHIN PAVEMENT SHALL BE TYPE B-PCC W/ ADJUSTING MECHANISM.
- g. SANITARY SEWER TESTING, CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISION.

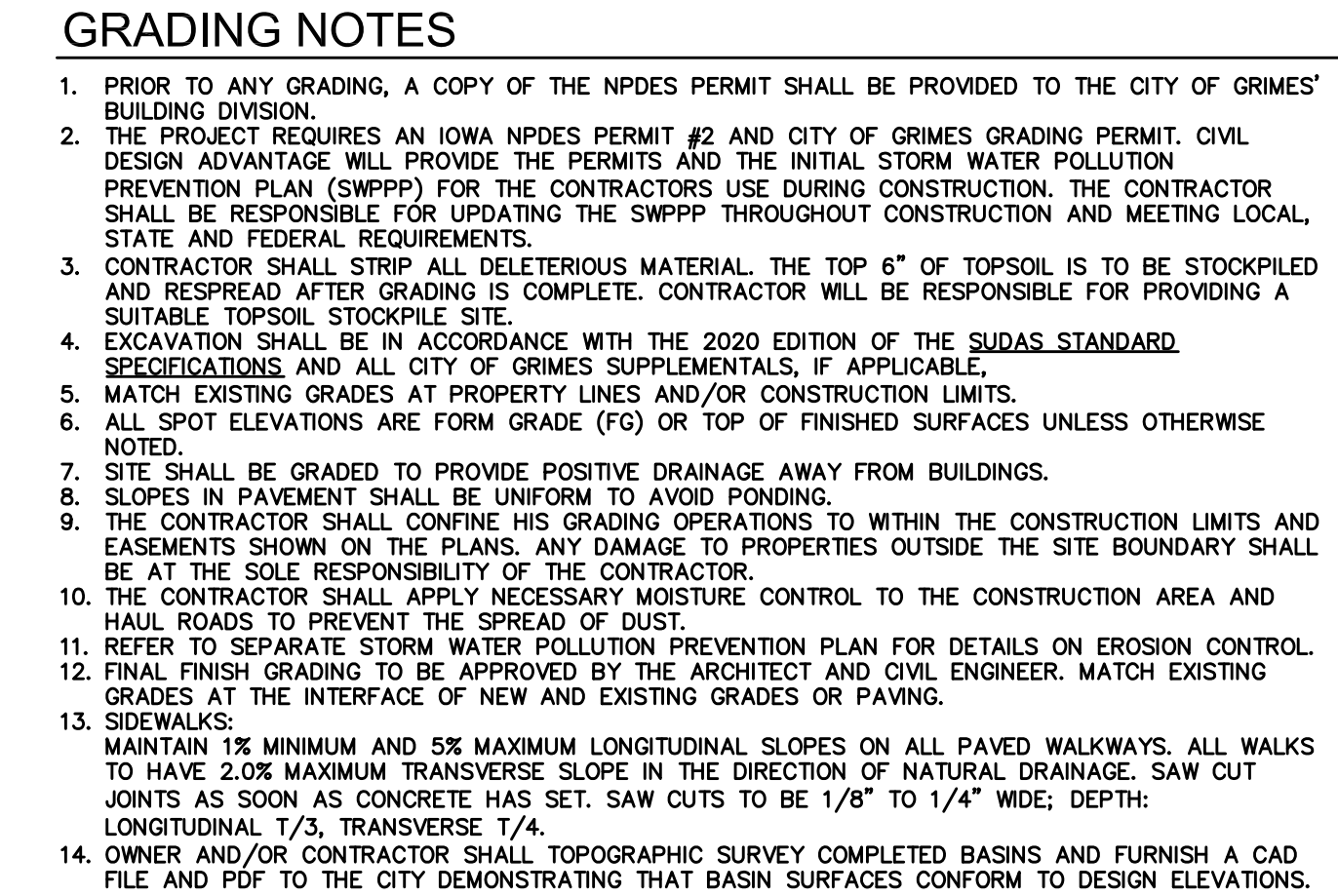
3. WATER MAIN NOTES:

- a. ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL-WATEROUS PACER WB-67-250, MUELLER SUPER CENTURION 250 (3-WAY A-423), OR CLOW MEDALLION F-2545. ALL HYDRANTS SHALL HAVE THE FOLLOWING: 6" MJ SHOE, 2-1/2" HOSE NOZZLE, 4-1/2" STEAMER NOZZLE, NUT THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
- b. ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
- c. A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
- d. ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
- e. WATER SERVICE SHALL BE 1-INCH MINIMUM TYPE K COPPER.
- f. 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 TO THE CITY OF GRIMES ENGINEERING DEPT. AND 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.
- g. ALL WATERMAIN FITTINGS TO BE RESTRAINED JOINT, MEGA-LUG OR APPROVED EQUAL.

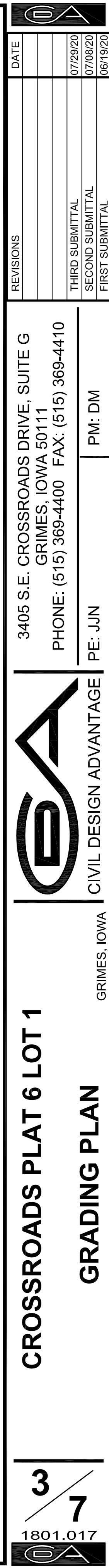
4. STORM SEWER NOTES:

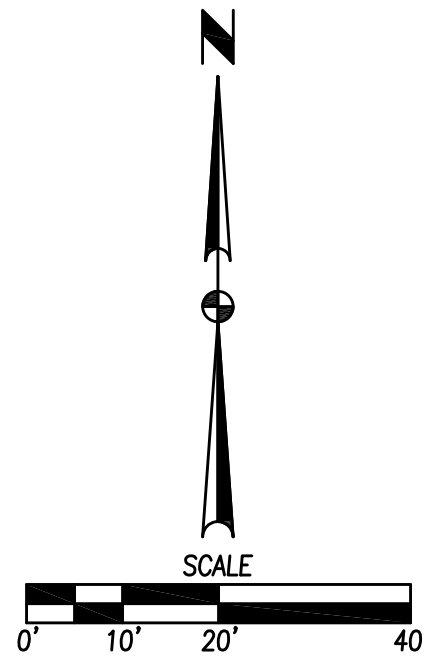
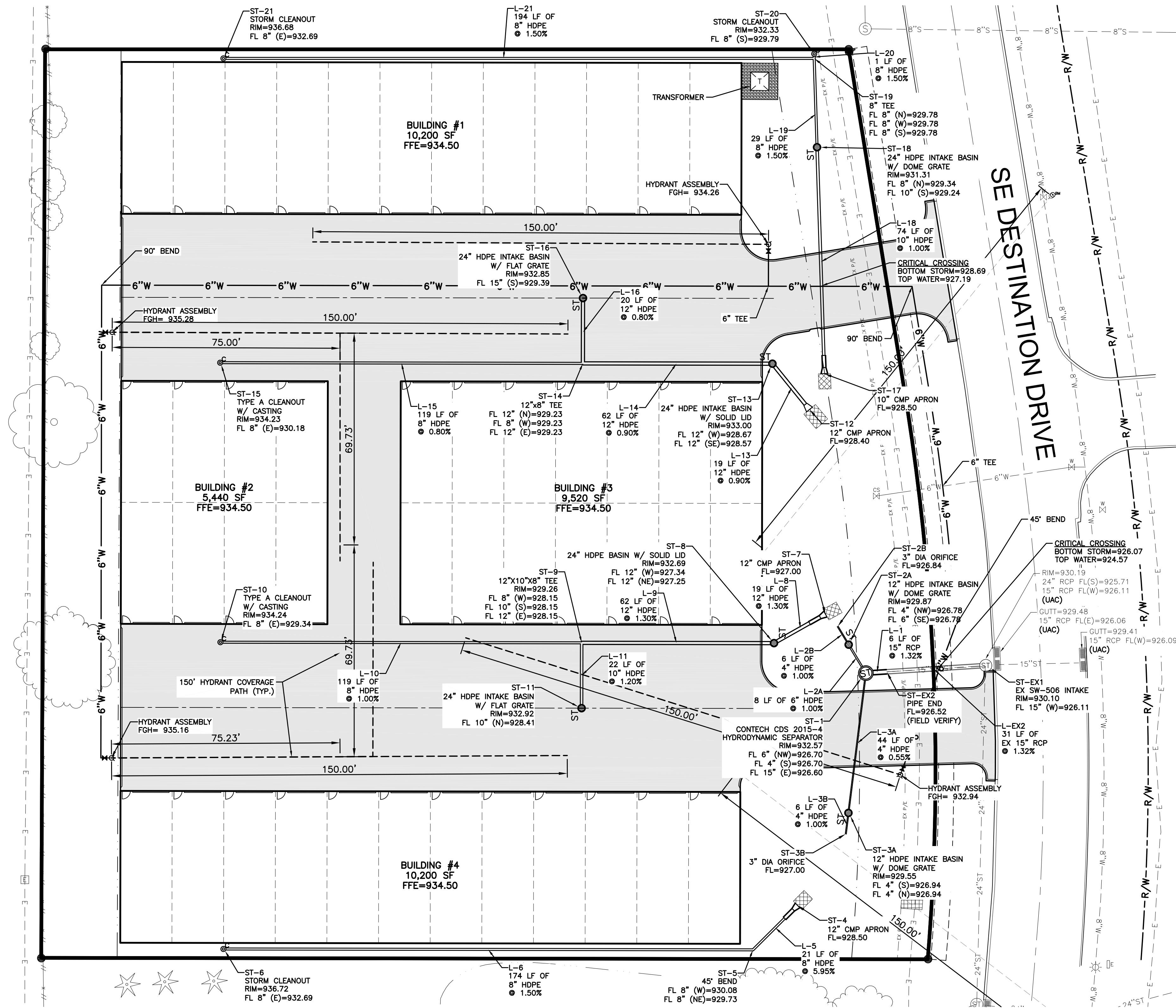
- a. ALL STORM SEWER IN THE ROW SHALL BE ROP, UNLESS OTHERWISE APPROVED BY THE CITY.
- b. ALL FLARED END SECTIONS SHALL HAVE FOOTINGS AND APRON GRATES. THE LAST 3 PIPE SECTIONS AND THE FLARED END SECTION ON ALL CULVERTS SHALL BE TIED. ALL STORM SEWER JOINTS SHALL BE WRAPPED WITH ENGINEERING FABRIC.
- c. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY FIELD TILE DAMAGED DURING CONSTRUCTION. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES.
- d. STORM SEWER CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISION.
- e. USE O RING GASKETS ON STORM SEWERS CROSSING OVER WATERMAIN PER IDNR REQUIREMENT.





1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY OF GRIMES' BUILDING DIVISION.
2. THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF GRIMES GRADING PERMIT. CIVIL ENGINEERING ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.
3. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL, THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPEARED AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
4. EXCAVATION SHALL BE IN ACCORDANCE WITH THE 2020 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY OF GRIMES SUPPLEMENTALS, IF APPLICABLE.
5. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
6. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
7. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
8. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
9. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY BY THE CITY'S PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
11. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
12. FINISH GRADES SHALL BE VERIFIED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
13. SIDEWALKS:
MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS PAVING IS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE, DEPTH: LONGITUDINAL T/3, TRANSVERSE T/4.
14. OWNER AND/OR CONTRACTOR SHALL TOPOGRAPHIC SURVEY COMPLETED BASINS AND FURNISH A CAD FILE AND PDF TO THE CITY DEMONSTRATING THAT BASIN SURFACES CONFORM TO DESIGN ELEVATIONS.

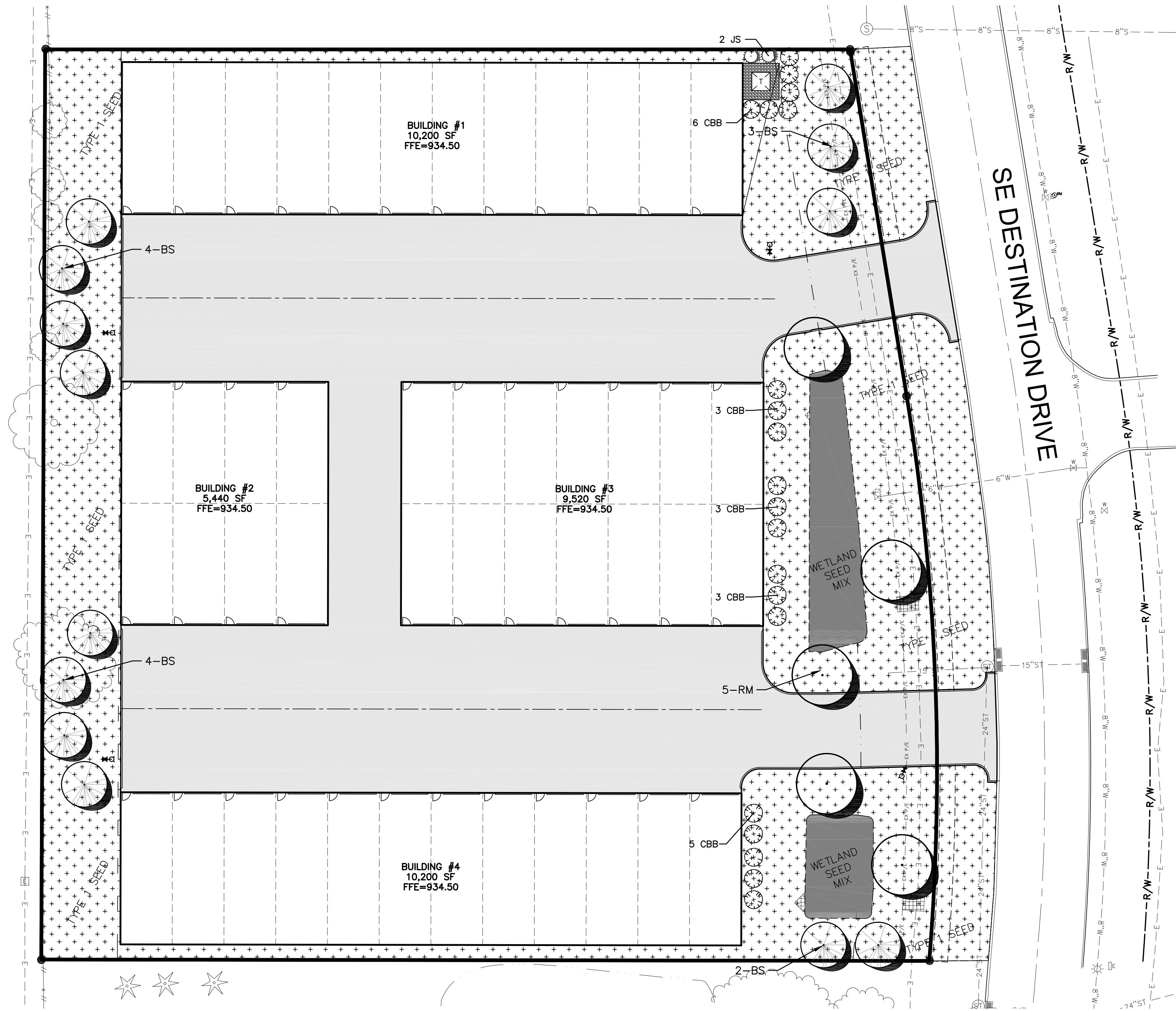




UTILITY NOTES

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 CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THERE TO. 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 GRIMES STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2008 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
14. OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES. PERIODIC MAINTENANCE AND CLEANING OF STORM AND SANITARY SEWER MAY BE NECESSARY.
15. CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.
16. INSTALL APRON GUARD AND FOOTING ON ALL APRONS.
17. FLOW RATES THROUGH HYDRODYNAMIC SEPARATOR:
WQV = 0.54 CFS
100-YR = 2.73 CFS

		07/29/20	07/09/20	06/19/20
THIRD SUBMITTAL				
SECOND SUBMITTAL				
FIRST SUBMITTAL				



LANDSCAPE NOTES

1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
3. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
4. SEED OR SOD ALL DISTURBED AREAS AS DIRECTED BY OWNER. SEED SHALL BE SUPER TURF II LS FROM UNITED SEEDS.
5. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
6. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
7. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A MINIMUM DEPTH OF 3". ALL GROUPS OF MORE THAN ONE SHRUB SHALL BE MULCHED IN A CONTINUOUS BED, SEPARATED FROM TURF BY A 3" SPADE-CUT EDGE. MULCH AROUND ALL CONIFEROUS TREES SHALL BE A 10" DIAMETER CIRCLE. ALL EDGING SHALL BE SPADE-CUT EDGE.
8. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
9. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
10. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
13. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER FOR APPROVAL.

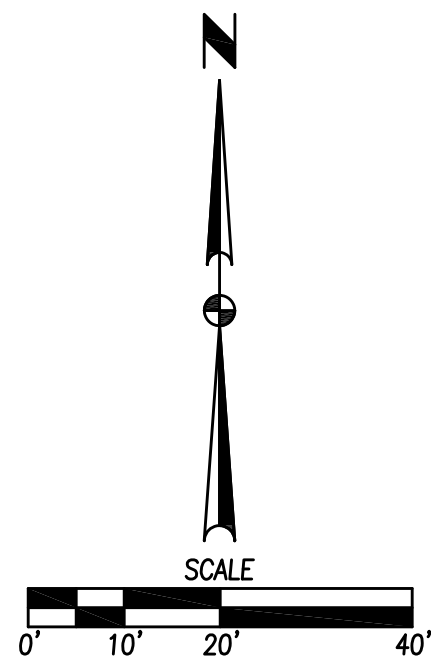
PLANT SCHEDULE

CODE	QTY.	COMMON NAME	BOTANICAL NAME	SIZE	COND.
CBB	6	COMPACT BURNING BUSH	EUONYMOUS ATATUS 'COMPACTUS'	3 GAL	
JS	2	SEA GREEN JUNIPER	JUNIPERUS X PFITZERIANA 'SEA GREEN'	3 GAL	
RM	5	RED SUNSET MAPLE	ACER RUBRUM 'RED SUNSET'	1.5" CAL	B&B
BS	13	COLORADO BLUE SPRUCE	PICEA PUNGENS 'GLUACA'	4" HT.	B&B
CBB	14	COMPACT BURNING BUSH	EUONYMOUS ATATUS 'COMPACTUS'	3 GAL	

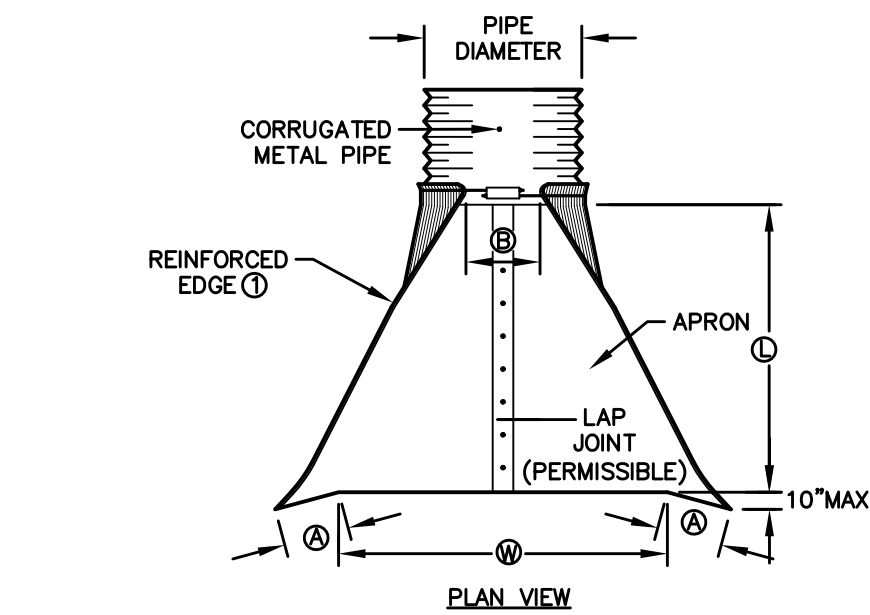
SEED MIX

TYPE 1 SEED: "PERMANANT LAWN MIXTURE" (TYPE 1 SUDAS MIXTURE). SEEDING DATES: MARCH 1-MAY 31, AUGUST 10-SEPTEMBER 30

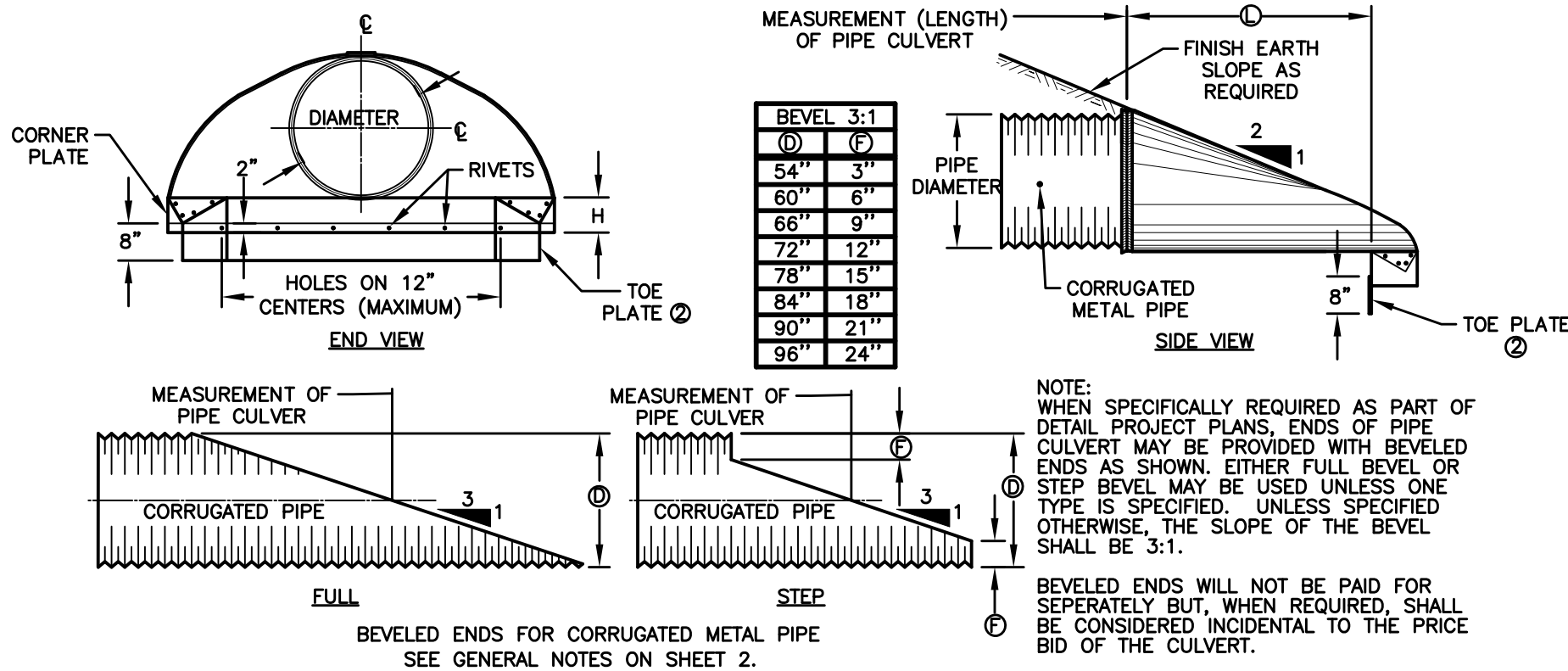
WETLAND SEED MIX: "WETLAND SEEDING" SEEDING DATES: BETWEEN APRIL 1 AND JUNE 30



FILE: H:\2018\180107\DWG\180107-1-SITE.DWG COMMENT: 7/29/2020 3:57 PM
PLOT: 180107-1-SITE.DWG PLOTTED BY: JEFF NISVAK

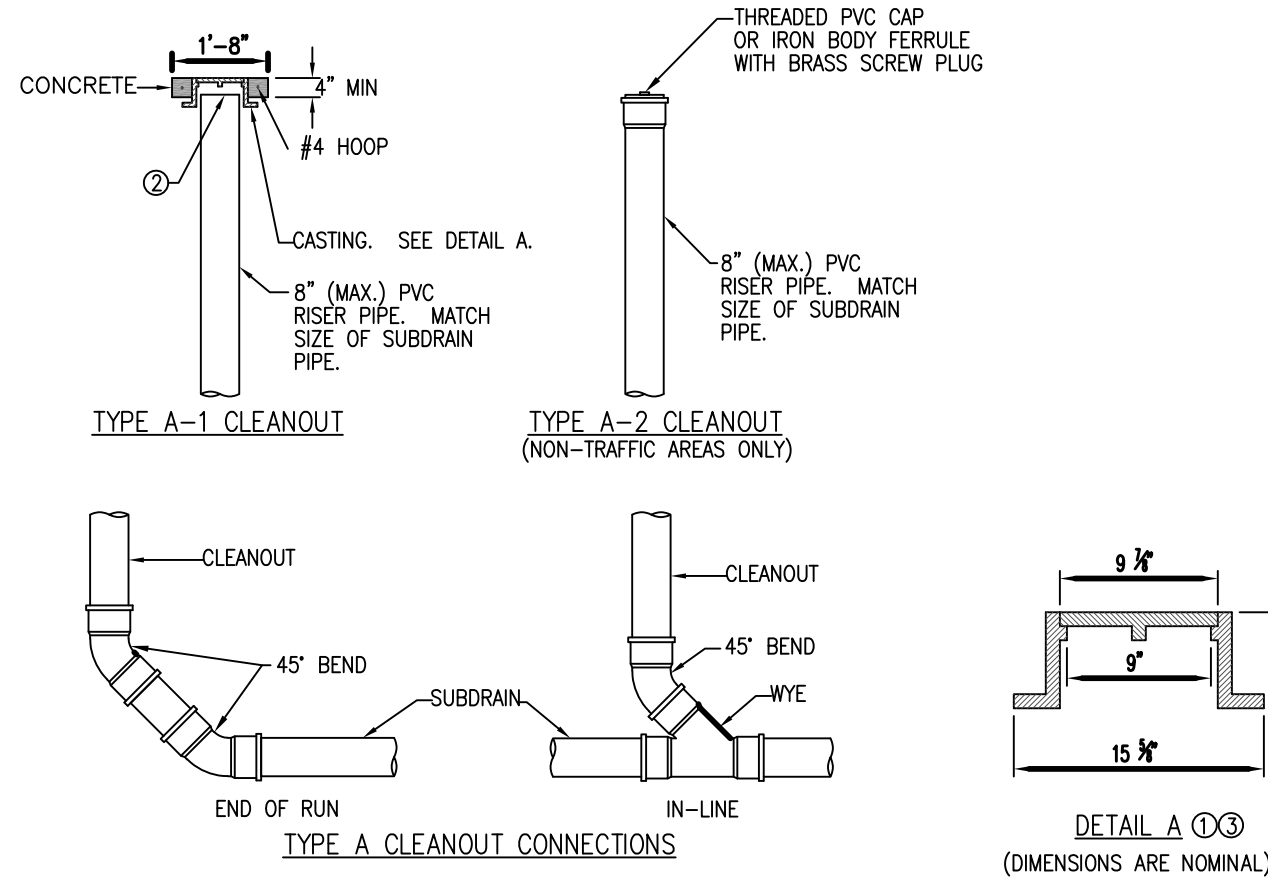


DIMENSIONS					
PIPE DIAM.	A 1"	B MAX	H 1"	L 1"	W 2"
15"	6"	8"	6"	28"	30"
18"	8"	10"	8"	36"	36"
21"	8 1/2"	11"	8"	38"	42"
24"	9"	12"	8"	42"	48"
30"	12"	15"	7 1/2"	52"	60"
36"	12"	18"	9"	63"	72"
42"	15"	21"	10 1/2"	72"	84"
48"	18"	27"	12"	84"	96"
54"	18"	30"	12"	84"	102"
60"	18"	33"	12"	87"	114"
66"	18"	36"	12"	87"	120"
72"	18"	39"	12"	87"	126"
78"	18"	42"	12"	87"	132"
84"	18"	45"	12"	87"	138"
90"	24"	37"	11"	87"	144"
96"	25"	35"	12"	87"	150"

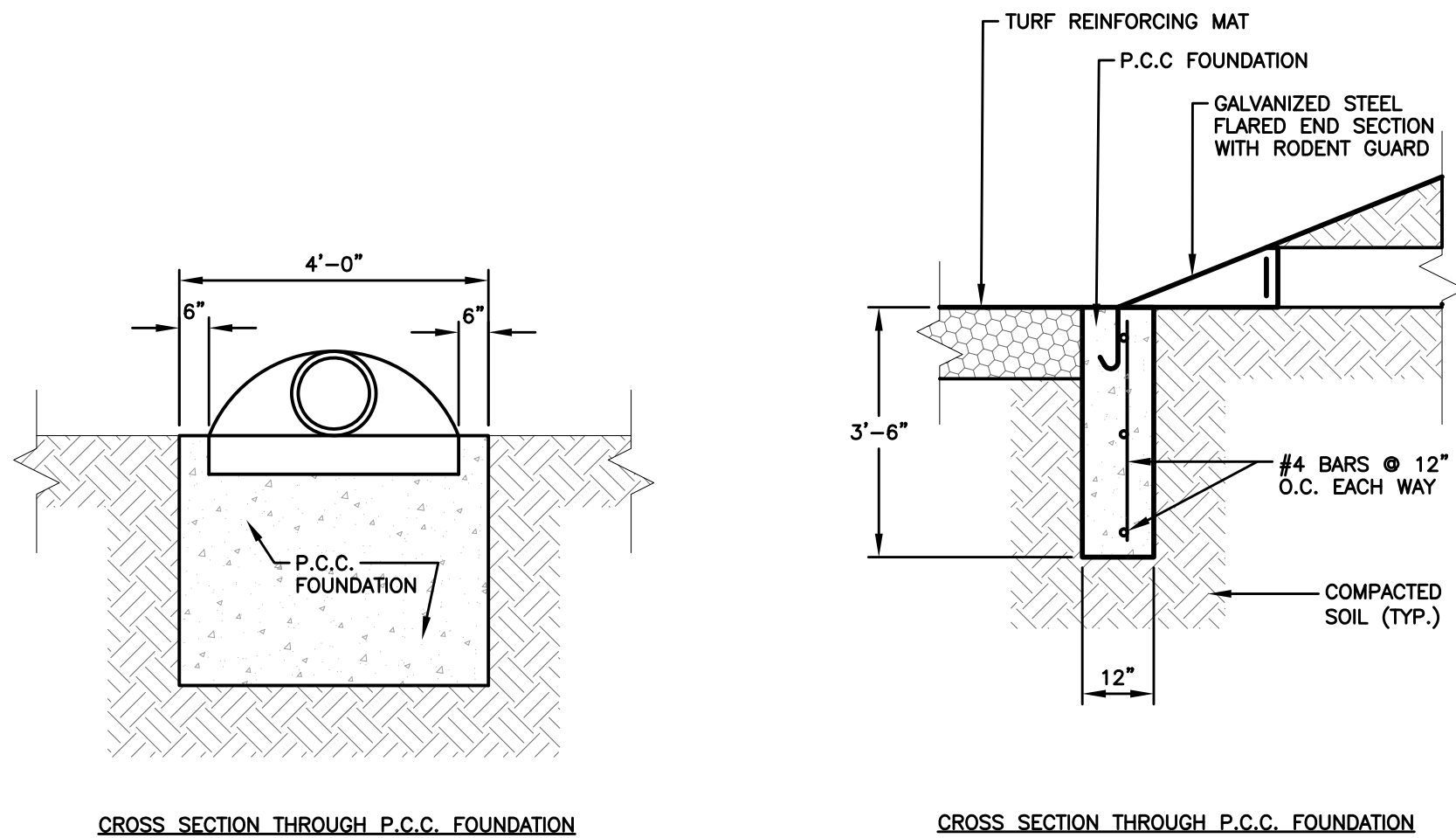


CORRUGATED METAL PIPE APRON

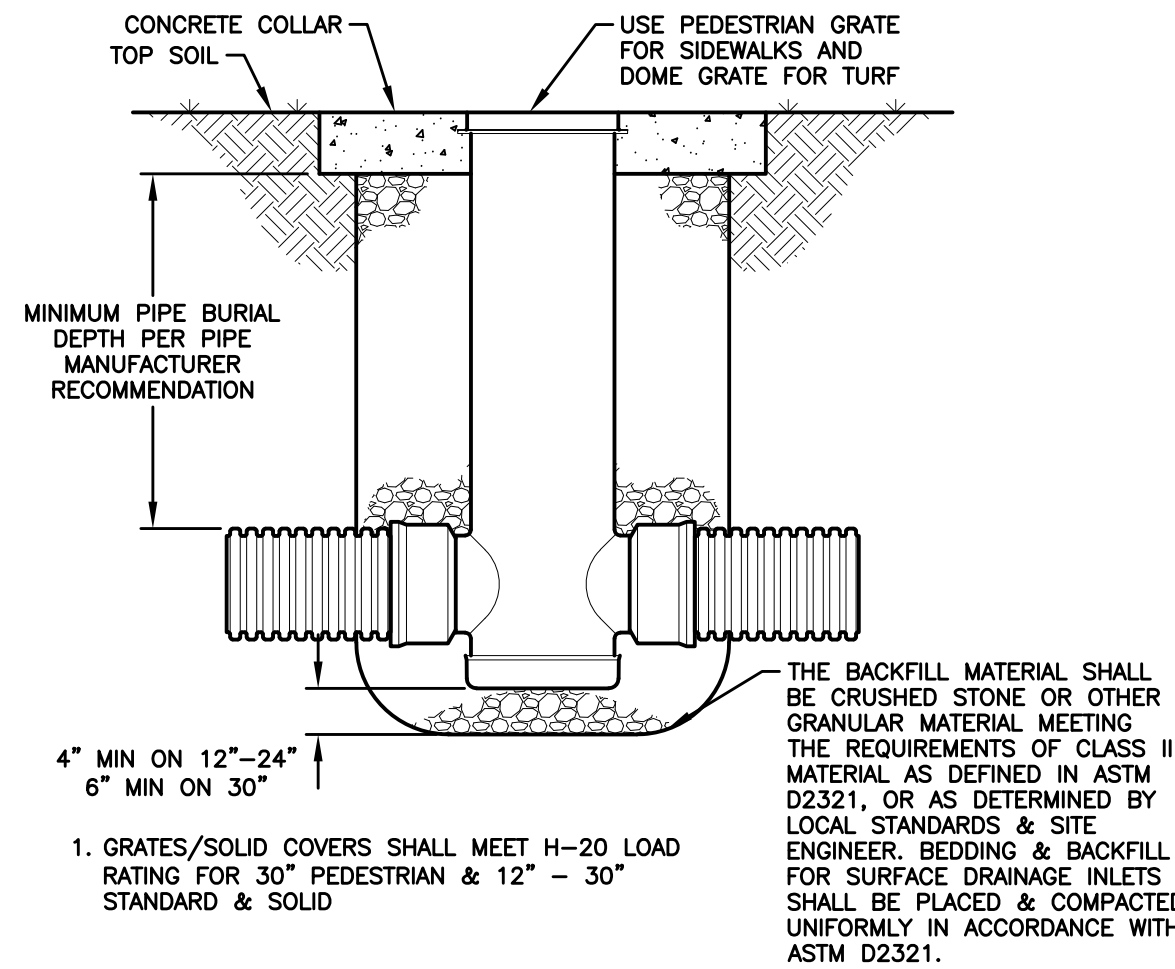
- 1 HEAVY DUTY CASTING. MARK LID WITH "STORM" OR "STORM C.O."
- 2 DO NOT ALLOW CASTING TO BEAR ON TOP OF RISER PIPE; PROVIDE 2 INCH CLEARANCE, MINIMUM.
- 3 DESIGN IS INTENDED FOR USE IN CONJUNCTION WITH 8 INCH PVC RISER PIPE. OTHER SIZED CAPS MAY BE USED WITH SMALLER PIPE, AS APPROVED BY THE ENGINEER.



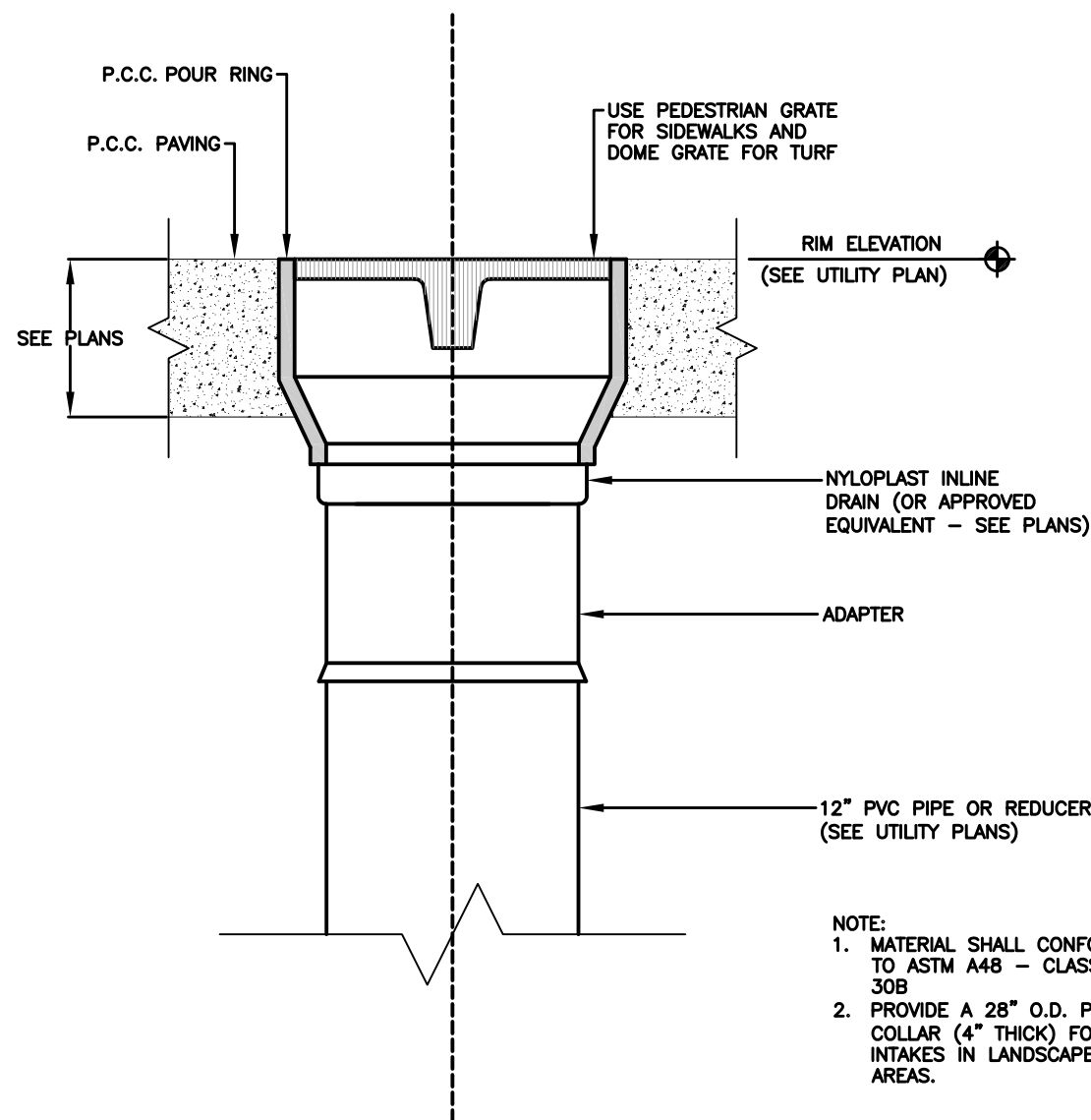
SUBDRAIN CLEANOUTS



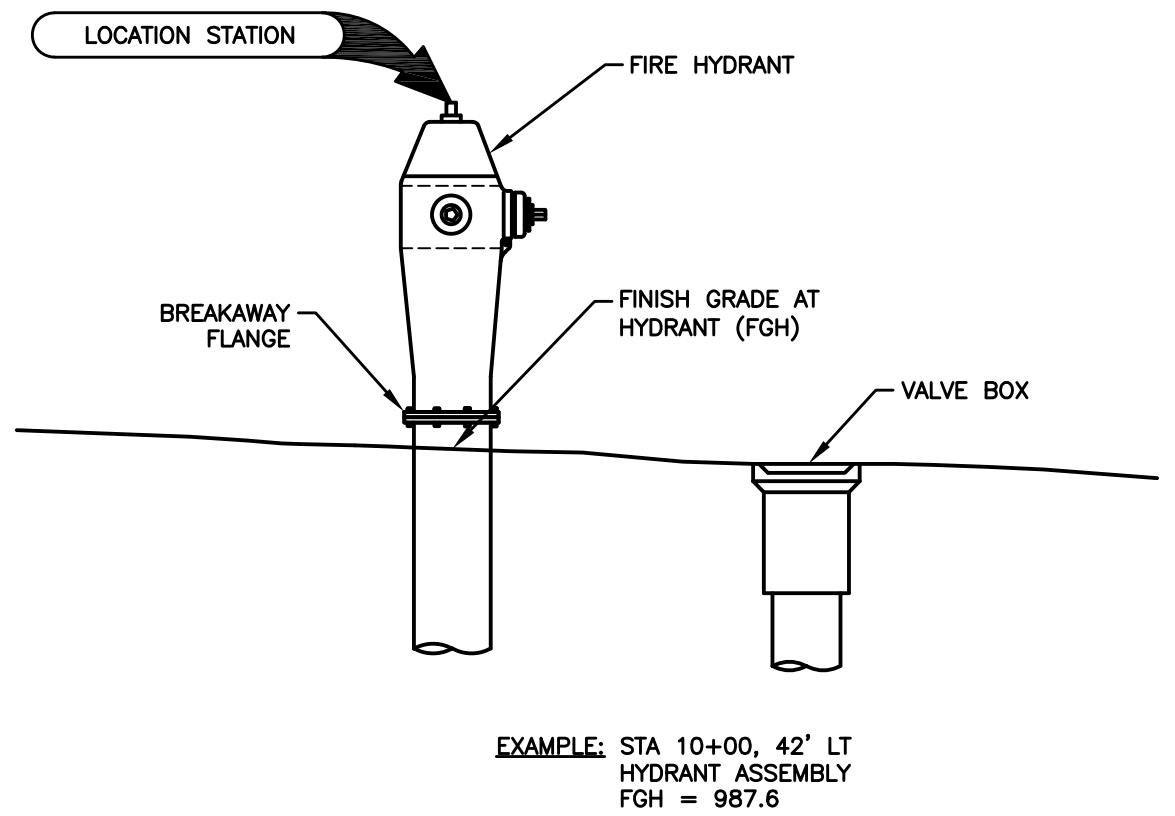
METAL FLARED END SECTION AND FOOTING



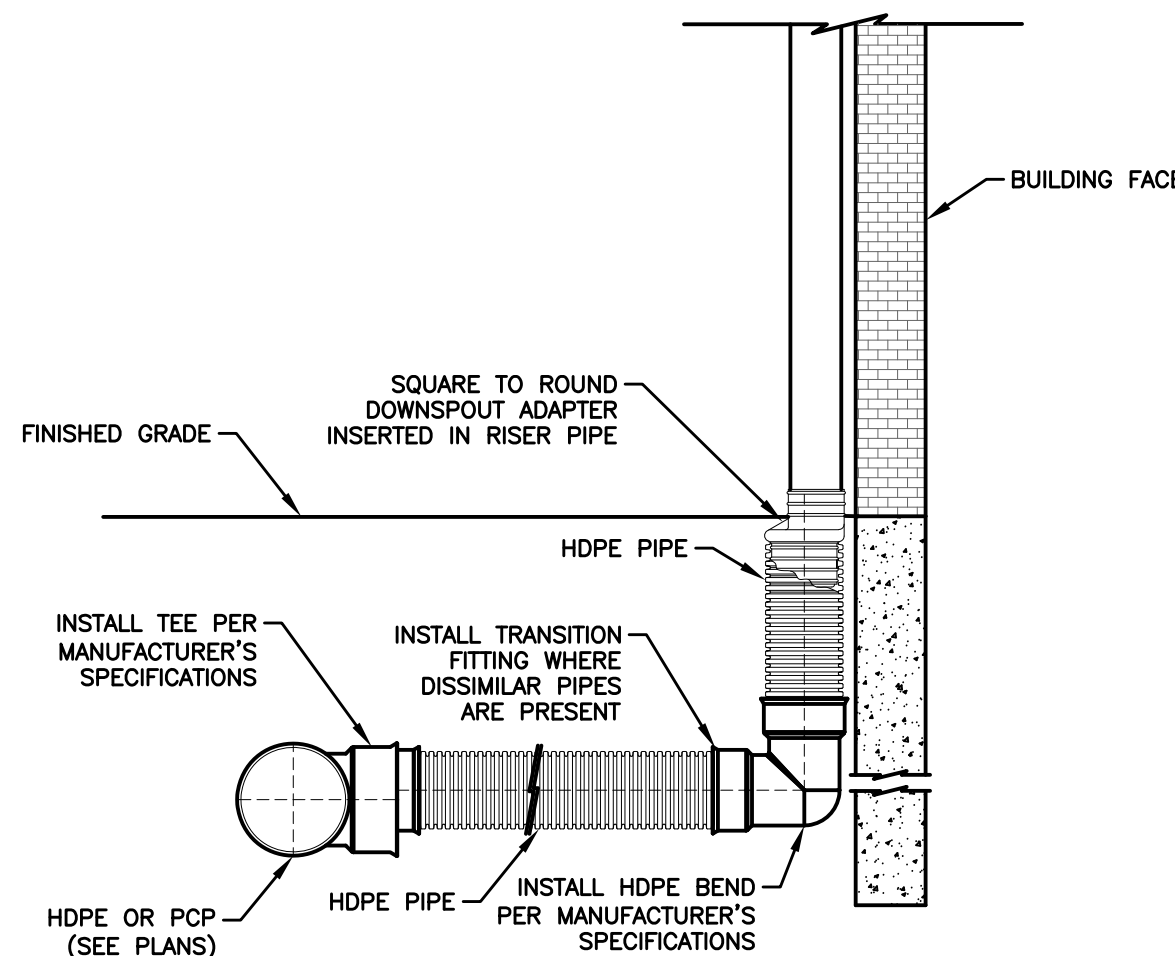
HDPE INTAKE



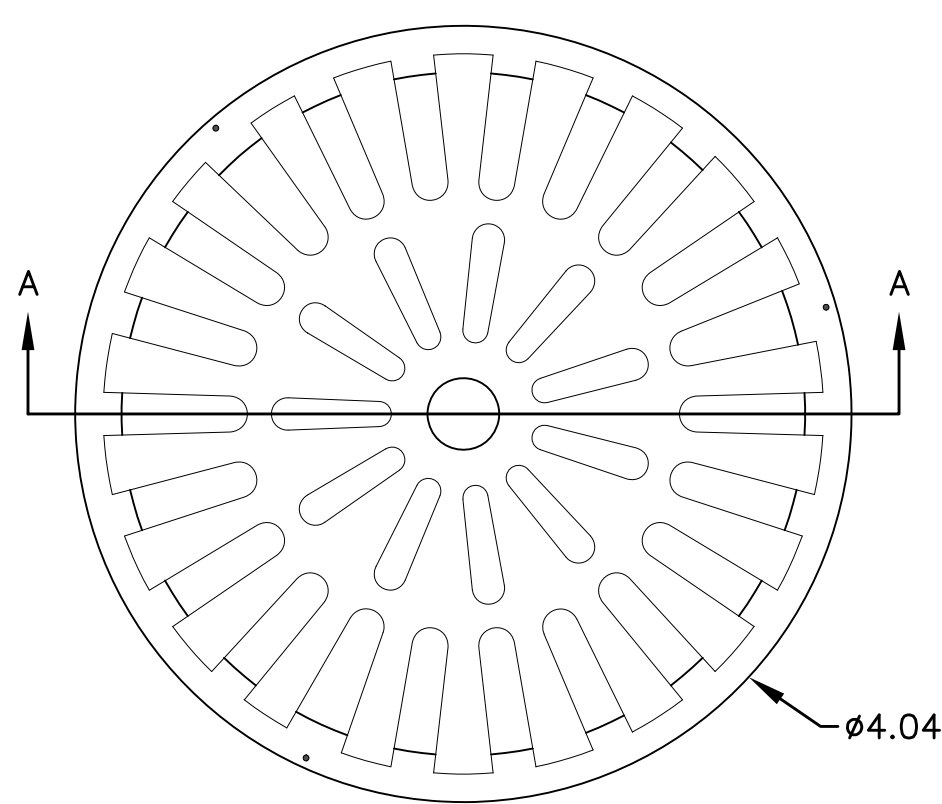
HDPE INLINE DRAIN



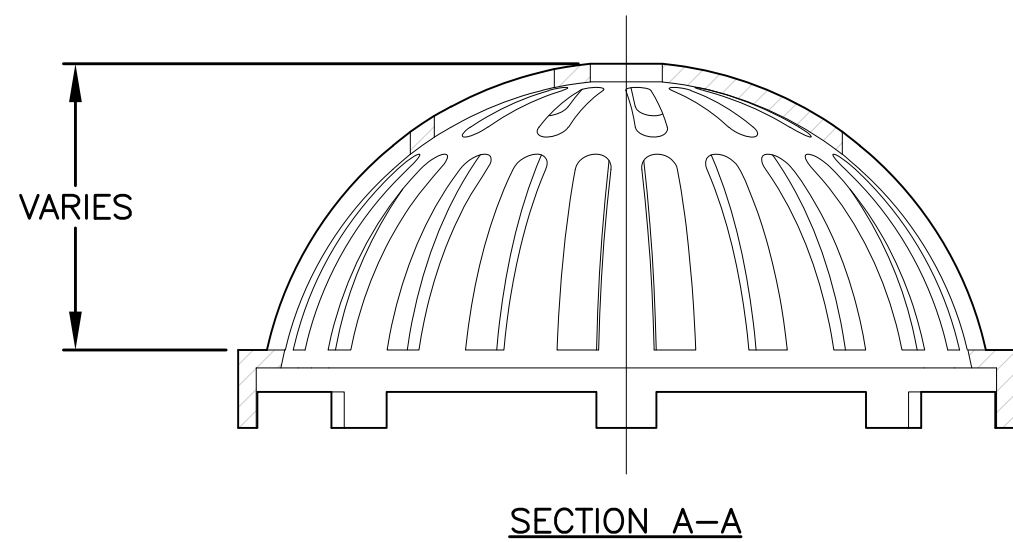
HYDRANT ASSEMBLY
SPOT ELEVATION REFERENCE



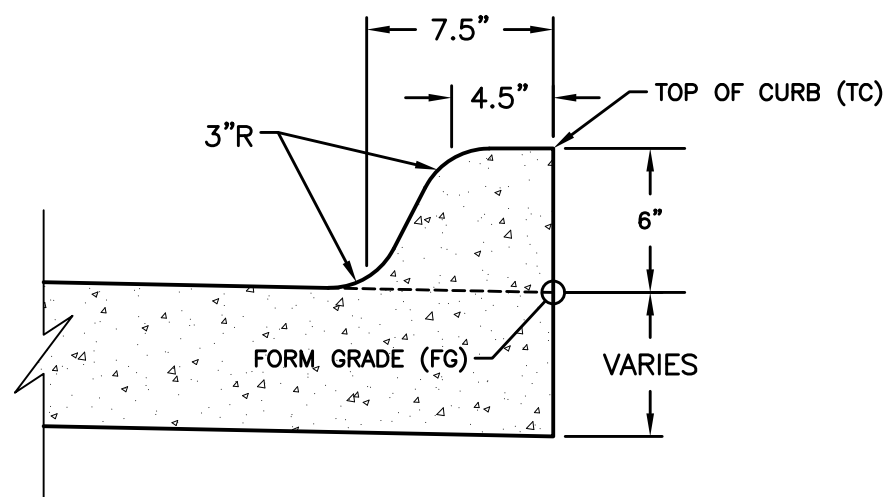
ROOF DRAIN
CONNECTION WITH TEE



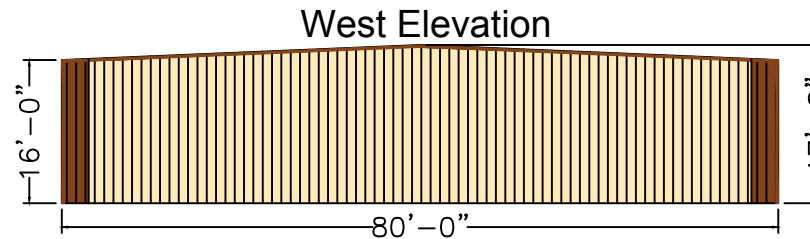
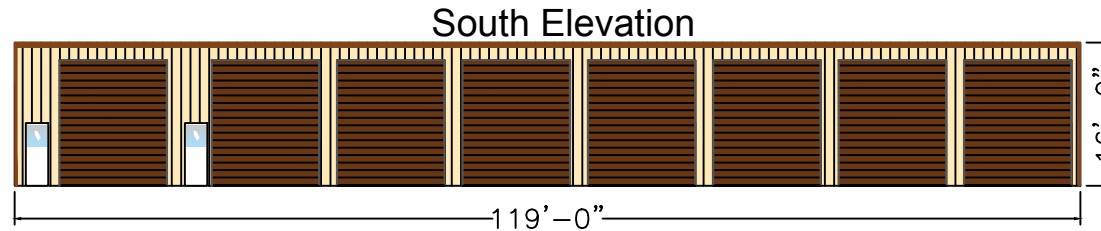
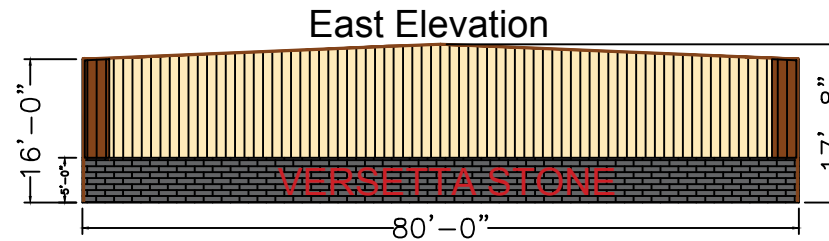
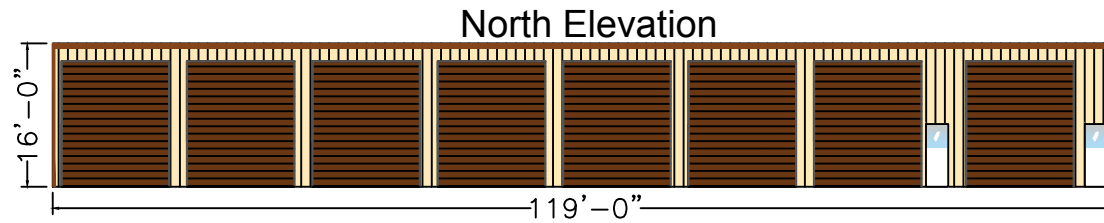
DOM E GRATE



DIMENSIONS ARE FOR REFERENCE ONLY
ACTUAL DIMENSIONS MAY VARY
DIMENSIONS ARE IN INCHES
QUALITY: MATERIALS SHALL CONFORM TO ASTM A536 GRADE 70-50-05
PAINT: CASTINGS TO BE FURNISHED WITH A BLACK PAINT



INTEGRAL 6" STANDARD CURB
SPOT ELEVATION REFERENCE



DOORS			Building 3		
TYPE	SIZE	QTY	BRICK	5'x8'	400 SQFT
ROLL UP	12'x14'	16	ENDWALL 1,414 SQFT		
Walk Door	2'-6"x6'-8"	4	BRICK % 28.3		

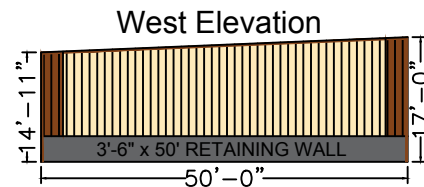
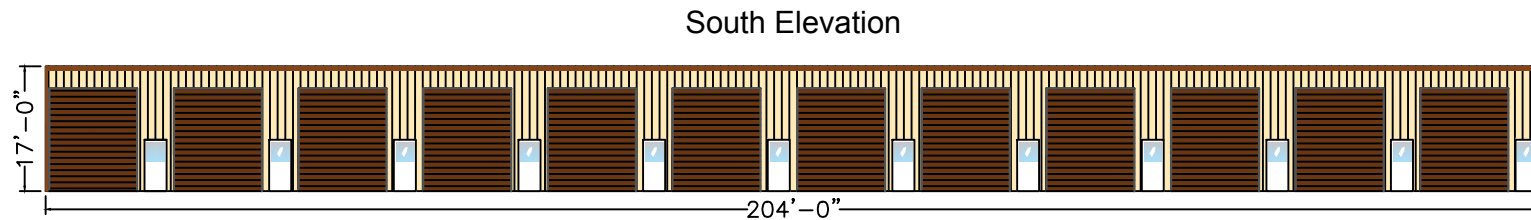
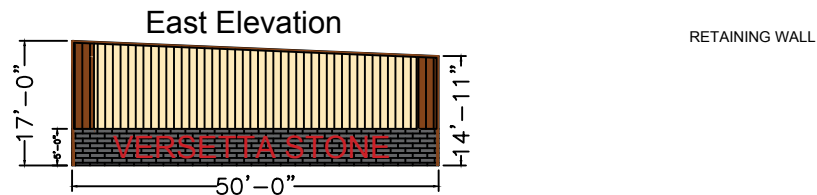
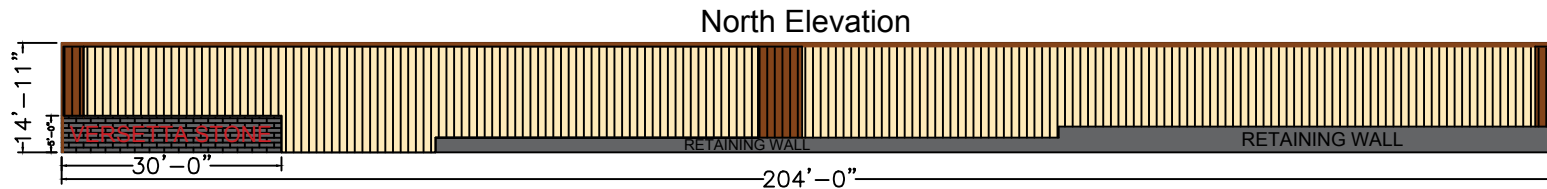
● FIELD VERIFY ALL SITE
DIMENSIONS AND BEARINGS

**Mega Storage
Elevation - Building 3**

Pella Building Systems, INC.
906 WEST 9TH ST.
Pella, Iowa 50219
1-800-225-0491 or 1-641-628-9300
www.pellabuilding.com



Pella Building Systems, Inc.
THE INDUSTRY'S LEADER IN SELF STORAGE DESIGN AND CONSTRUCTION



DOORS		
TYPE	SIZE	QTY
ROLL UP	12'x14'	12
WALK	2'-6 x 6'-8"	12

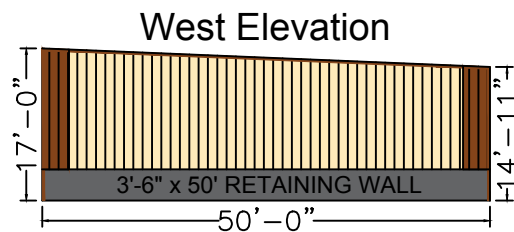
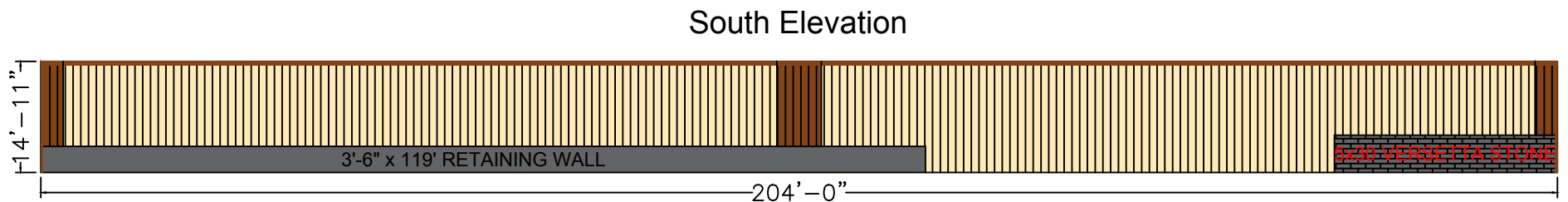
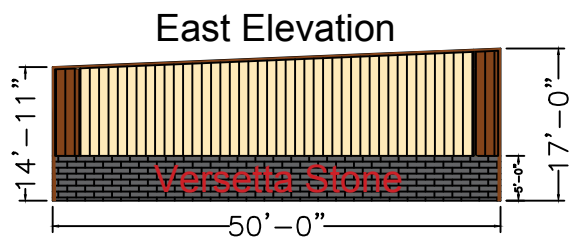
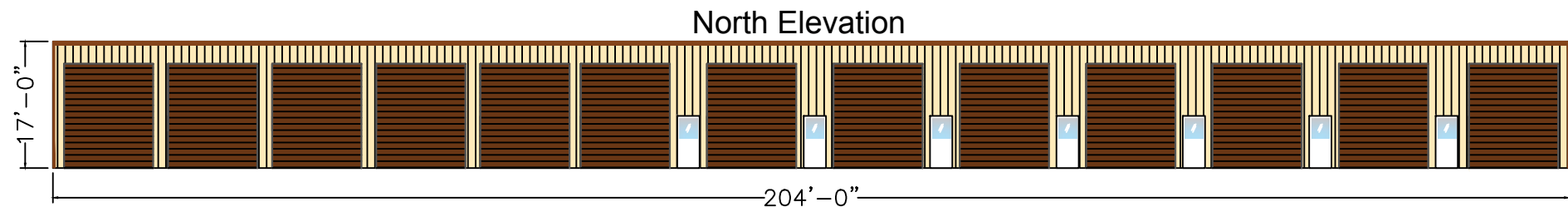
Building 1		
BRICK	5'x50'	250 SQFT
ENDWALL	850 SQFT	
BRICK %	29.4	

● FIELD VERIFY ALL SITE
DIMENSIONS AND BEARINGS

**Mega Storage
Elevation - Building 1**

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Pella, Iowa 50219
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www.pellabuilding.com

 **Pella Building Systems, Inc.**
THE INDUSTRY'S LEADER IN SELF STORAGE DESIGN AND CONSTRUCTION



DOORS		
TYPE	SIZE	QTY
ROLL UP	12'x14'	13
WALK	2'-6" x 6'-8"	7

Building 4		
BRICK	5'x50'	250 SQFT
ENDWALL	850 SQFT	
BRICK %	29.4	

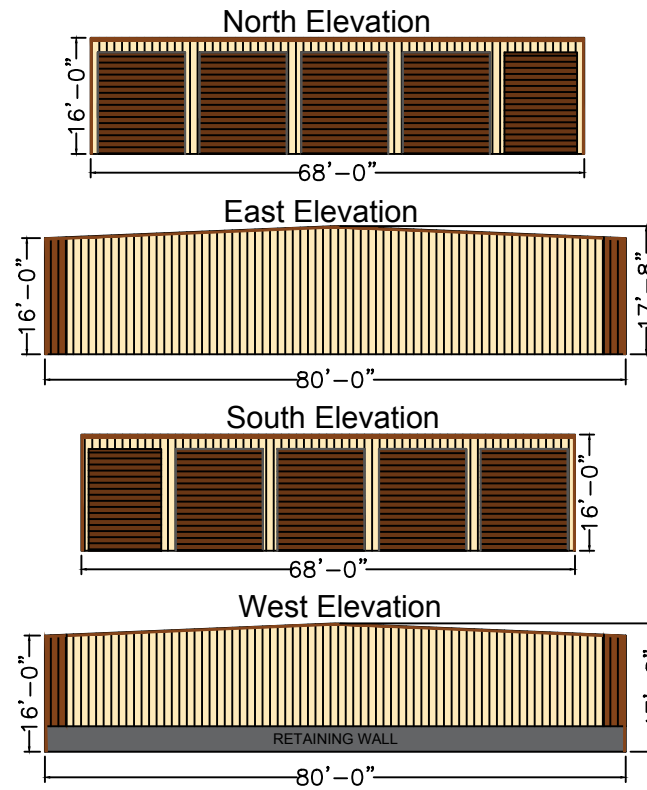
FIELD VERIFY ALL SITE
DIMENSIONS AND BEARINGS

**Mega Storage
Elevation - Building 4**

Pella Building Systems, INC.
906 WEST 9TH ST.
Pella, Iowa 50219
1-800-225-0491 or 1-641-628-9300
www.pellabuilding.com



Pella Building Systems, Inc.
THE INDUSTRY'S LEADER IN SELF STORAGE DESIGN AND CONSTRUCTION



DOORS		
TYPE	SIZE	QTY
ROLL UP	12'x14'	8
ROLL UP	10'x14'	2



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

AGENDA MEMO

For Meeting of August 25, 2020

AGENDA HEADING:

Hy-Vee Fast & Fresh – Site Plan (37th Street)

SYNOPSIS:

The applicant is requesting approval of the site plan for a 6,600 square foot convenience store and coffee shop with a gas station located at 3605 SE Gateway Drive. A plat will be required to subdivide the existing three vacant lots at the northeast corner of SE 37th Street and SE Gateway Drive to accommodate the proposed Hy-Vee Fast & Fresh site plan.

The subject site is located within Zone 1 of the Highway 141 Mixed Use Development Corridor District.

The façade is proposed to be principally constructed of brick with cladding, aluminum trim, and canopies. The gas pump canopy will be constructed with brick and aluminum to match the building. The building appears to meet all of the minimum architectural standards within the Highway 141 Zone 1 Overlay.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Final Plat - 2003

BOARD/COMMISSION ACTION(S):

Recommendation of Approval, Planning and Zoning Commission – August 2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the site plan, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: August 4, 2020
RE: Hy-Vee Fast & Fresh – Site Plan

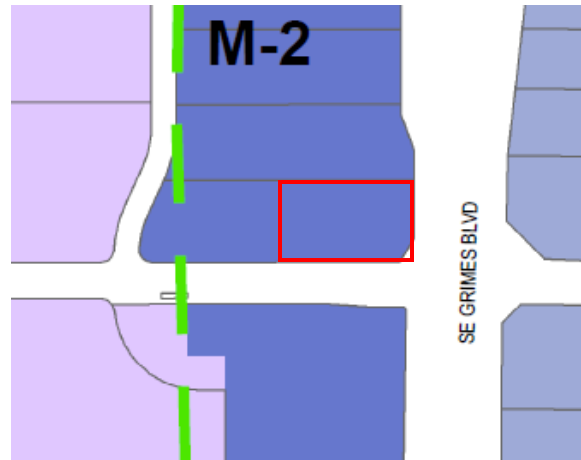
GENERAL INFORMATION:

Applicant:	Hy-Vee Inc. - Randy Downs
Requested Action	Site Plan
Location	3605 SE Gateway Drive

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-2
North	Vacant	Light Industrial	M-2
South	Toyota	Light Industrial	M-2
East	Gas Station	Mixed Use 2	M-1A
West	Mini storage	General Industrial	M-3

BACKGROUND:

The applicant is requesting approval of the site plan for a 6,600 square foot convenience store and coffee shop with a gas station located at 3605 SE Gateway Drive. A plat will be required to subdivide the existing three vacant lots at the northeast corner of SE 37th Street and SE Gateway Drive to accommodate the proposed Hy-Vee Fast & Fresh site plan.

The subject site is located within Zone 1 of the Highway 141 Mixed Use Development Corridor District.

ANALYSIS:*Building/Elevations:*

The façade is proposed to be principally constructed of brick with cladding, aluminum trim, and canopies. The gas pump canopy will be constructed with brick and aluminum to match the building. The building appears to meet all of the minimum architectural standards within the Highway 141 Zone 1 Overlay.

Site Layout:

The site will be accessed from SE 37th Street and SE Gateway Drive. A sidewalk connection is proposed from SE 37th Street to the building. The coffee shop will have a drive-thru on the north side of the building and provide outdoor patio space on the west side of the building.

Pole mounted light fixtures are provided throughout the parking lot and up lighting will be provided on the building faces along Highway 141 and SE 37th Street.

Parking:

The site provides the required number of parking spaces with 50 total parking spaces provided.

Landscaping/Streetscape:

The site meets the minimum required number of plantings for the Highway 141 Mixed Use Development Corridor District. Landscaping is provided along the project frontage and within landscape islands throughout the site.

Utilities:

The sanitary sewer will connect to the existing 12" sanitary sewer on the west side of SE Gateway Drive. A new private 6" sewer will be constructed from the existing line and run east to the building.

Water is provided from an existing main on the north side of SE 37th Street. A new private 8" water main will be constructed from the existing line and run north to the building. The building is proposed to be fitted with a fire suppression system, and appropriate FDC location and fire hydrant spacing is shown.

Detention will be provided within a basin located along Highway 141. New storm sewer will be constructed onsite and connect to the detention basin.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for the Hy-Vee Fast & Fresh, 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

~~May 5, 2020~~

~~May 18, 2020~~

June 30, 2020

Civil Engineering Consultants, Inc.

Attn: Ed Arp

2400 86th Street, Unit 12

Des Moines, IA 50322

RE: Hy-Vee Fast and Fresh Site Plan (SE 37th and Hwy 141)

Dear Mr. Arp:

The Development Services Department is in receipt of a proposed Site Plan for Hy-Vee Fast and Fresh. Based on the review of the provided submittal materials, staff have the following comments:

General Comments/Sheet 1:

- ~~1. Please provide a demolition/removals plans. Staff does not see a demolition plan.~~
2. Please provide a geo-tech report. **Please provide prior to final plat submittal.**
- ~~3. Remove Preliminary Plat from the tile.~~
- ~~4. Please add Highway 141 Mixed Use Development Corridor District Zone 1 under Zoning on Sheet 1.~~
- ~~5. Update the setback information to match the M-2 and Hwy 141 regulations (165.31 and 165A.12).~~
- ~~6. Please add the building height requirements.~~
- ~~7. Please update to reflect the required open space of 20%. Please revise the open space calculation to be based on the total square footage listed under the site area calculation.~~
- ~~8. Update the parking requirements based on the restaurant (Smokey Row) and retail (Fast and Fresh) calculations.~~

9. ~~Provide a site details sheet with details for dumpster enclosure, handicap parking (grades and signage), bollards, hydrants, curbs, etc. Provide dumpster enclosure height and place detail on site plan, and add handicap parking grades and cross slopes. Please add the height of the dumpster enclosure.~~
10. ~~Provide specifications for light fixtures and photometric. Note that there should be zero FC at the property line. All lights shall be shaded or hooded. Light poles cannot be taller than 35'.~~

Sheet 2:

1. ~~Please update the Grimes Standard Notes.~~
2. ~~Change numerous West Des Moines callouts. Utility Note 7 and 11.~~
3. ~~Notes: #8, Public Street Pavement thickness will match existing thickness.~~

Sheet 3:

1. ~~Staff is not supportive of the location of the RI-RO as shown. The proximity to HWY 141 is problematic due to the traffic volumes and traffic type. The RI-RO should be moved back to just west of the Lot 1 and 2 property line. Staff is evaluating if a turn lane is necessary. The RI-RO for QT is not a comparable example. If proposed today, it would also be challenged due to the distancing. Staff is not supportive of the location and is asking that if desired, that it be moved back as originally proposed in the conceptual plan provided by Hy-Vee. Staff would consider the RI-RO without a turn lane if it was positioned further back.~~
2. ~~Based upon the above, staff questions if it is more practical to locate the F&F on Lot 2.~~
3. ~~Please attempt to align the driveway with the storage facility across SE Gateway.~~
4. ~~Show a 5' sidewalk along SE 37th St. A Petition and Waiver will be required to address the construction of the sidewalk in the future as Lot 2 develops. Show sidewalk to the driveway and nothing further east.~~
5. ~~Please add a pedestrian connection to SE 37th St. Please connect the sidewalk to the building. Staff suggests bringing the sidewalk north passed the dumpster and shifting the landscaping island to bring the sidewalk across to the building. Another option~~

~~would be to provide connection from the east side of the driveway straight north through the landscape island to the building.~~

- ~~6. The vehicle movement on the south side of the site appears to be potentially conflicting. Staff would suggest shifting the site north to align the driveway on the south side of site. Will resolve itself with the relocation of the RI RO.~~
- ~~7. One landscape island is required per 12 parking spaces. The parking area along the front of the building exceeds this requirement.~~
- ~~8. Please provide a detail for the decorative jointing pattern for the sidewalk to the east and north of the proposed building.~~
- ~~9. Add stop bars and traffic signage. Please add stop bar pavement markings to site plan.~~
- ~~10. The Knox Box noted shall be installed near the front entrance to the building, and shall be obtained by going to www.knoxbox.com.~~
- ~~11. The dumpster cannot face Hwy 141 and will need to be relocated to the north or west elevation.~~

Sheet 4:

- ~~1. Based upon the grading pattern under the canopy, the two intakes on the NE and SE corner of the parking field will require a sand/oil separator.~~
- ~~2. Please provide a more detailed grading plan with spot elevations for all curb edges and other sensitive areas.~~
- ~~3. Basin on east side of the site is labeled for Lot 2.~~

Sheet 5:

- ~~1. Please provide a detail for the sand/oil separator as noted above. This can be accommodated with an Envirohood (Nyloplast 24F)~~
- ~~2. Please show any existing sanitary/water service stubs. Please label sizes.~~
- ~~3. Staff questions if Lot 2 will connect to the 8" sewer service that is connected to Lot 1. If so, the 8" will need to be public. Please provide Public Construction Drawings with plan/profile.~~

- ~~4. Please label the domestic and fire service size. Please increase fire service size to 6" or provide flow analysis.~~
- ~~5. Staff questions if it makes better sense to tap once on the SE 37th ST main and stub in a public main/hydrant for utilization of Lot 1 and 2. Lot 3 could continue the loop and tie back into the SE Gateway Main at a future date.~~
- ~~6. Please show the location of all ground mounted mechanical units, including transformers. Ground mounted equipment must be screened with wood or brick screen.~~
- ~~7. Please relocate the FDC so that it has un-obstructed access (minimum 6 feet in width). Please relocate FDC so that it is not in the drive-through. Staff would suggest locating it near the new parking island near the SE corner of the building.~~
- ~~8. Please provide a detail that demonstrates that there is 150 feet of hydrant coverage. Note that this must be demonstrated by a 150-foot route (not hydrant radii). All sides of the building must be covered by said 150-foot route. The fire route needs to go around the dumpster and cannot go through the parking spaces.~~
- ~~9. Please provide critical crossing details for all utility conflicts.~~
- ~~10. Please show all roof drains and corresponding connections.~~
- ~~11. Number Flared End Sections (FES) for clarity, in plan view and on Orifice Details.~~
- ~~12. Provide erosion control at storm outlet along Hwy. 141. (FES #1)~~
- ~~13. Add note about orifice plates on FES callout in plan view. Update detail at FES #2 to show SW 512 installation~~
- ~~14. Show downspout connection to storm sewer.~~
- ~~15. Verify Grate elevation at ST-6.~~
- ~~16. Add note to verify existing stub on sanitary prior to installing MH #1.~~
- ~~17. Number the second sanitary MH.~~
- ~~18. Provide .1' fall through MH #2.~~

- ~~19. Label size and length of sanitary line from MH #2 to grease trap and grease trap to building as well as service from MH 2 to building. Label pipe grade between C/O 4 & 5.~~
- ~~20. Run water in from west (in approach) or in west ROW of 141 to avoid cutting into pavement on 37th St. **Verify if DOT permit is required to work in the ROW.**~~
- ~~21. Label water service sizes for domestic and fire lines at split 5' outside of building and provide a valve/stop on each.~~
- ~~22. Show hydrant coverage (300').~~
- ~~23. Provide SUDAS Type A driveway connection on Gateway Dr.~~

Sheet 6:

- ~~1. The minimum amount of required open space is 20% for Zone 1. Please revise on the plan.~~
- ~~2. Staff encourages planting shrubs and/or trees within the landscape islands.~~
- ~~3. One shrub is required per 4' of frontage on SE 37th St & Hwy 141.~~
- ~~4. Please show landscape quantities in accordance with 165A.16 (9). The landscaping requirements need to reflect 2 trees per 1000 sf of required open space (22 trees) and 1 shrub per 500 sf of required open space (22 shrubs). Please provide landscaping along the east side of the building. Add plant height.~~
- ~~5. Groundcover must be sod. Please show on plans.~~
- ~~6. Up lighting of landscaping is encouraged. Please respond.~~

Elevations:

- ~~1. **Provide calculations showing the percentage of brick vs cladding.**~~
- ~~2. Provide calculation showing the percentage of glazing on the south and east building façade. Since the building orientation has changed, the new east side of the building must be at least 20% glazing. Please provide the calculation on the elevation sheet.~~

- ~~3. No blank wall area or façade shall exceed 30 feet in horizontal or vertical direction. Staff asks that additional detail be added to the west elevation to satisfy this requirement such as bump-outs similar to what is shown on the south elevation.~~
4. Provide a list of the 5 design elements illustrated in the façade design per the Hwy 141 Zone 1 regulations. Please add the list from the response letter to the elevation sheet.
- ~~5. All heating, ventilation, and air conditioning mechanical units shall be screened from public view by an opaque fence consisting of wood or brick. What is the gray box shown on the roof on the east, west and north elevation? Is it HVAC screening? What is the material?~~
6. Up lighting is required on the building faces adjacent to public ROW. Please provide up lighting location and cut sheets for the fixtures. Please provide lighting fixture cut sheets.
7. Note all signage is reviewed under separate cover. Note that the Smokey Row sign (horizontal extension) may be problematic.

SWPPP

- ~~1. Please provide existing soil data.~~
- ~~2. Sheet 2 & SP Sheet 4: Silt fence sections should not be longer than 200', and "J" hooks installed on the ends.~~
- ~~1. Please provide a final signed copy of the SWPPP. The SWPPP needs to be signed under the Owner's Certification.~~

Stormwater Management Plan (SWMP)

- ~~1. Page 4: Fix the second sentence under the "Pre-Development Conditions" section. The site drains from south to north.~~
- ~~2. Pages 5 & 6: Provide flows for the WQv, CPv, 5 year, and 100 year storm events for pre-development and post-development.~~
- ~~3. Page 7: A note calls for to use turf grass above the 24-hour storm storage elevation, and wetland species below that elevation. What 24-hour storm is this referring too, and where on the site plan is this stated?~~
- ~~4. Page 6: Provide more information on the detention basins and their outlets.~~

- ~~5. Hydrographs: The Table of Contents should be placed before the reports.~~
- ~~6. Provide intake spread and pipe capacity spreadsheets.~~
- ~~7. Pages 5 & 6: Provide flows for the WQv, CPv, 5 year, and 100 year storm events for pre-development and post development. Provide flows in a concise table.~~
- ~~8. Page 5 & 6: State information on any offsite drainage areas that flow through the site.~~
- ~~9. Page 6: SUMMARY FOR POST DEVELOPMENT RUNOFF, why does Lot 1 use an intensity of 9.15? Lot 1 and 2 100-yr storm hydrographs show release rates that exceed both calculated Qrels.~~
- ~~10. Page 9: A note still calls for the use of turf grass above the 24-hour storm storage elevation, and wetland species below that elevation. What 24-hour storm is this referring too, and where on the site plan is this stated? We understand the elevation that the WQv takes place, but where physically on the site plan does it state where each type of seed goes? We are only seeing this statement in the stormwater management plan. Landscape Plan shows sod through the entire basin.~~
- ~~11. Page 8: $CPv = (1.15\text{in}/12)(2.46\text{ acres}) = 0.24\text{ ac-ft}$; not 0.20 ac-ft.~~
- ~~12. Hydrographs: Hydrographs for WQv, 5 yr and 100 yr storms are not modeled correctly for Lot 1. The 4.5" orifice plate and prf riser should be included on both. Lot 1 shows a 6.5" orifice diameter on the hydrograph.~~
- ~~13. Pipe Capacity Spreadsheet: Pipe segment 4-3 has the wrong slope, and DA does not match the DA from the sub-areas map. Pipe segment 15-9 has the wrong pipe size and slope.~~
- ~~14. Sub Areas map: Break off area for intake #14~~
- ~~15. Lot 2 Basin is modeled on the hydrograph with a 2.71" dia hole, and the SP calls out a 4", please rectify.~~
- ~~16. Lot 1 Basin: Lot 1 WQ pond models and Lot 1 Basin models should be the exact same. They are the same basins. Orifice structures and Perforated Risers should be the same. Please model the perforated riser with weir opening on top. Also include the Type SW-512 intake with openings on 3 sides. Pond riser detail is called out as a 12" on the SWMP and an 18" on SP, please rectify. Max elevations for pond storage is below bottom of pond (pond bottom is 953.00, 5-yr max = 951.27, 100-yr max = 952.17. Please fix all issues.~~

~~17. The summary table needs to be updated. Storage elevations and volumes do not match the Hydrograph Report. The 100-yr release for Lot 1 is 1,436 cfs, which is greater than the existing 5-yr release of 1,240 cfs. Please rectify.~~

18. Please provide final signed SWMP.

Site Plan

- ~~1. Page 4: Provide outlet protection from Lot 1 basin in the ditch.~~
- ~~2. Page 5: What is the purpose of MH#7? Roof drain connection? If MH#7 is an area intake, don't use a type "E" casting. A Type "E" casting is a solid MH cover~~
- ~~3. Page 5: If possible, please slide intake #3 west, to collect more of Lot 1 drainage.~~
- ~~4. Page 6: Are the trees on the east side of the property in the stormwater detention basin? If so, make sure that species can survive in seasonally wet conditions.~~
- ~~5. Page 4 See SWMP comments.~~

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: May 11, 2020
May 25, 2020
July 6, 2020
July 21, 2020
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: August 4, 2020 at 5:30 at the Grimes City Hall

COUNCIL MEETING: August 25, 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,

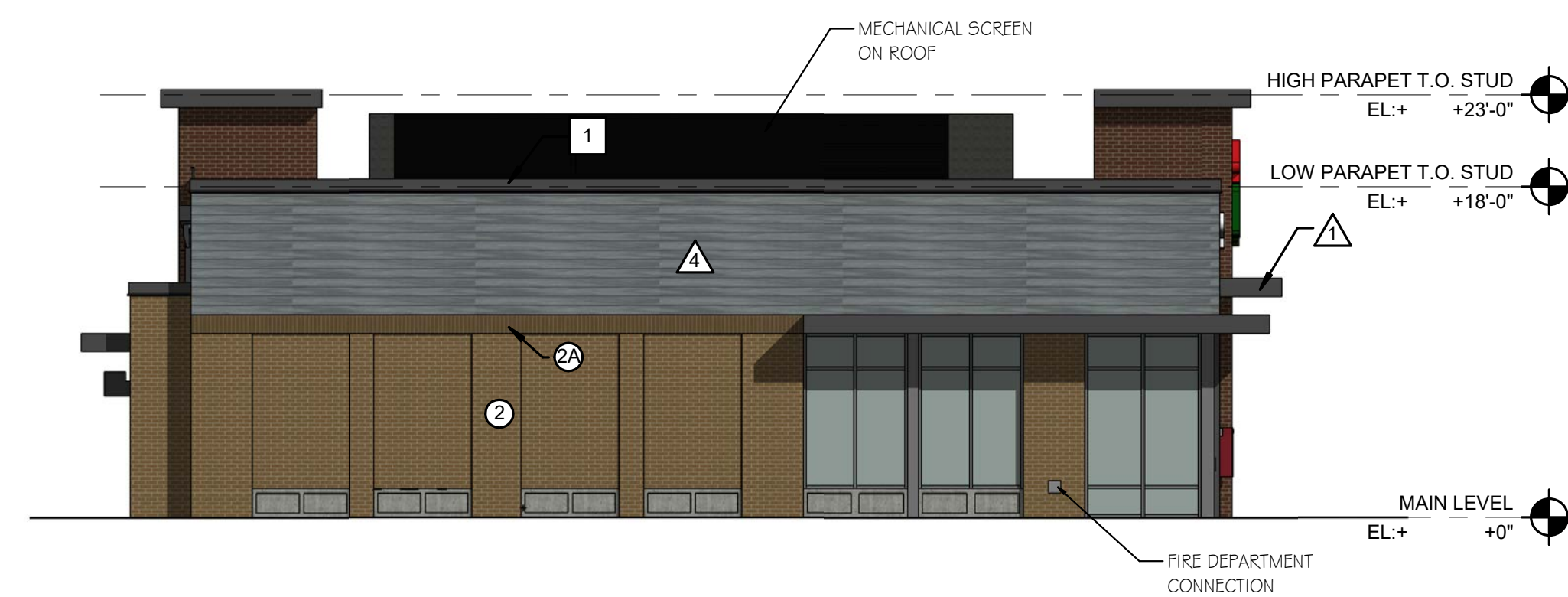
Evann Martin
Assistant Planner



1 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

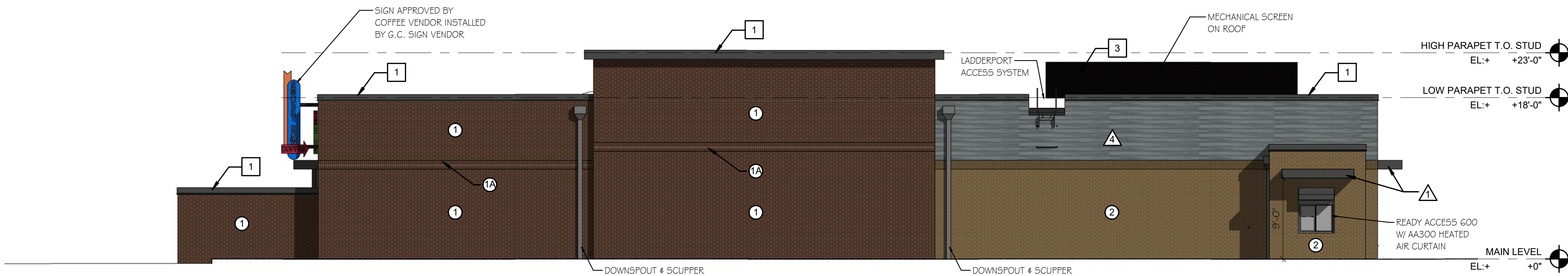
MATERIAL CALCULATION: OVERALL ELEVATIONS AREA EXCLUDING GLAZING = 1,751 SF; PRIMARY MATERIAL REQUIRED = 1,751 SF X 0.75 = 1,313 SF; PRIMARY MATERIAL PROVIDED = 1,228 SF (70%)
GLAZING CALCULATION: OVERALL ELEVATIONS AREA = 2,507 SF; GLAZING REQUIRED = 2,507 SF X 0.2 = 501 SF; GLAZING PROVIDED = 756 SF (30%)



2 WEST ELEVATION

SCALE: 1/8" = 1'-0"

MATERIAL CALCULATION: OVERALL ELEVATIONS AREA EXCLUDING GLAZING = 987 SF; PRIMARY MATERIAL REQUIRED = 987 SF X 0.75 = 740 SF; PRIMARY MATERIAL PROVIDED = 542 SF (55%)



3 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

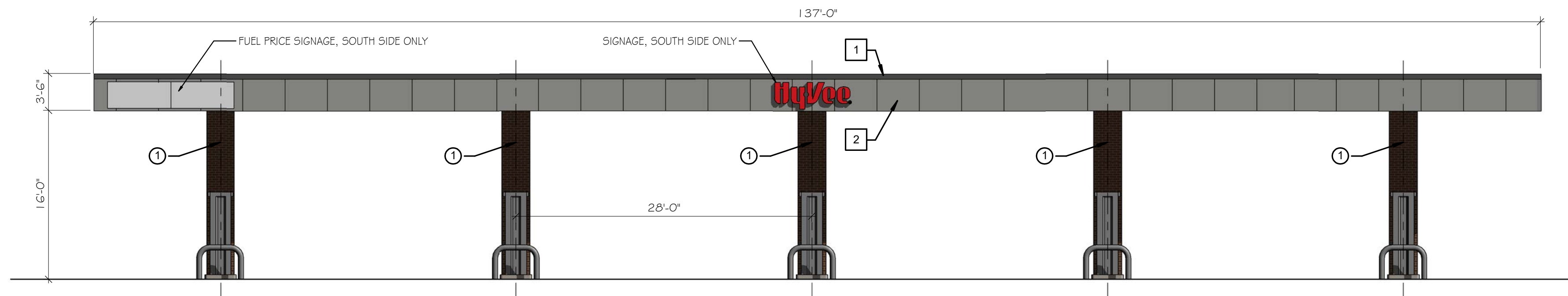
MATERIAL CALCULATION: OVERALL ELEVATIONS AREA EXCLUDING GLAZING = 2,468 SF; PRIMARY MATERIAL REQUIRED = 2,468 SF X 0.75 = 1,851 SF; PRIMARY MATERIAL PROVIDED = 2,035 SF (90%)



4 EAST ELEVATION

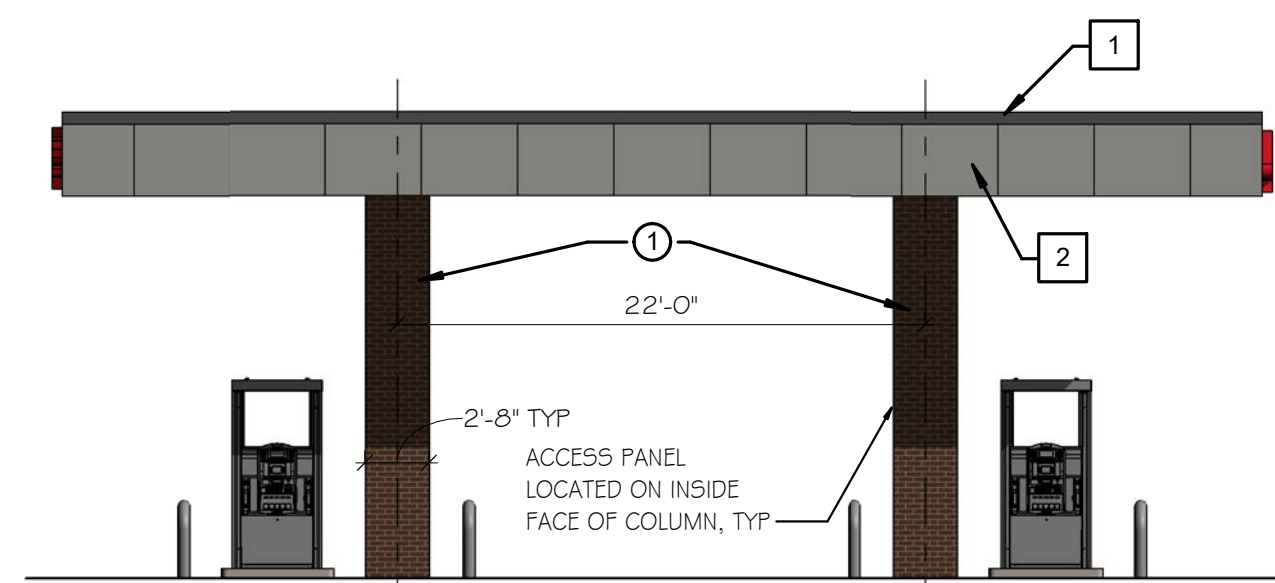
SCALE: 1/8" = 1'-0"

MATERIAL CALCULATION: OVERALL ELEVATIONS AREA EXCLUDING GLAZING = 818 SF; PRIMARY MATERIAL REQUIRED = 818 SF X 0.75 = 614 SF; PRIMARY MATERIAL PROVIDED = 739 SF (90%)
GLAZING CALCULATION: OVERALL ELEVATIONS AREA = 1,037 SF; GLAZING REQUIRED = 1,037 SF X 0.2 = 207 SF; GLAZING PROVIDED = 226 SF (22%)



5 GAS CANOPY SOUTH ELEVATION (NORTH SIMILAR)

SCALE: 1/8" = 1'-0"



GAS CANOPY EAST ELEVATION (WEST SIMILAR)

SCALE: 1/8" = 1'-0"

MASONRY UNITS:

- ① BRICK: KANSAS BRICK & TILE
COLOR: 500 MOHAGANY
SIZE: MODULAR
BOND: RUNNING
MORTAR: MATCH SOLOMON 20H 'DARK BUFF'
- ② BRICK: KANSAS BRICK & TILE
COLOR: 500 MOHAGANY
SIZE: NORMAN
BOND: SOLDIER
MORTAR: MATCH SOLOMON 20H 'DARK BUFF'
- ③ BRICK: KANSAS BRICK & TILE
COLOR: 500 CLASSIC
SIZE: MODULAR
BOND: RUNNING
MORTAR: GRAY
- ④ BRICK: KANSAS BRICK & TILE
COLOR: 500 CLASSIC
SIZE: NORMAN
BOND: SOLDIER
MORTAR: GRAY

GLASS & GLAZING:

BASIS OF DESIGN: SOLARBAN 60 SOLAR CONTROL LOW-E GLASS WITH ARGON GAS

- ① VISION GLASS: 1" CLEAR ANNEALED INSULATING GLAZING UNIT, LOW-E #2 SURFACE
- ② VISION GLASS: 1" CLEAR TEMPERED INSULATING GLAZING UNIT, LOW-E #2 SURFACE
- ③ VISION GLASS: 5/8" CLEAR TEMPERED INSULATING GLAZING UNIT, LOW-E #2 SURFACE

CLADDING & CANOPIES:

- △ ALUMINUM CANOPY STRUCTURE BY DIVISION 8
COLOR: MATCH FIRESTONE UNA-CLAD 'CHARCOAL GRAY'
- △ HORIZONTAL CLADDING: STONEWOOD
COLOR: 'AGED OAK'

METAL TRIM COLORS:

- ① PREFINISHED METAL WALL CAP
COLOR: MATCH FIRESTONE UNA-CLAD 'CHARCOAL GRAY'
- ② PREFINISHED 0.40 ALUMINUM PANELS
COLOR: MATCH SHERWIN-WILLIAMS 'CONSERVATIVE GRAY'
- ③ PREFINISHED CORRUGATED STEEL PANELS
FIRESTONE UNA-CLAD CMGA-VR
COLOR: 'CHARCOAL GRAY'

GLASS & GLAZING:

BASIS OF DESIGN: SOLARBAN 60 SOLAR CONTROL LOW-E GLASS WITH ARGON GAS

- ① VISION GLASS: 1" CLEAR ANNEALED INSULATING GLAZING UNIT, LOW-E #2 SURFACE
- ② VISION GLASS: 1" CLEAR TEMPERED INSULATING GLAZING UNIT, LOW-E #2 SURFACE
- ③ VISION GLASS: 5/8" CLEAR TEMPERED INSULATING GLAZING UNIT, LOW-E #2 SURFACE
- ④ VISION GLASS: 1/4" CLEAR FLOAT GLASS
- ⑤ VISION GLASS: 1/4" CLEAR TEMPERED FLOAT GLASS

STOREFRONT NOTES

1. STOREFRONT FRAMING TO BE THERMALLY BROKEN, KAWNEER 451 T OR COMPARABLE PRODUCT FROM VISTAWALL ARCHITECTURAL PRODUCTS OR DFCO CORP.
2. ALUMINUM ENTRANCE DOORS TO HAVE 6" WIDE TOP & SIDE RAILS & 10" BOTTOM RAIL W/ BEVELED STOPS.
3. ALUMINUM FINISH TO BE CLEAR ANODIZED ALUMINUM.
4. INTERIOR FRAMES ARE NOT REQUIRED TO BE THERMALLY BROKEN.

DESIGN ELEMENTS INCLUDED

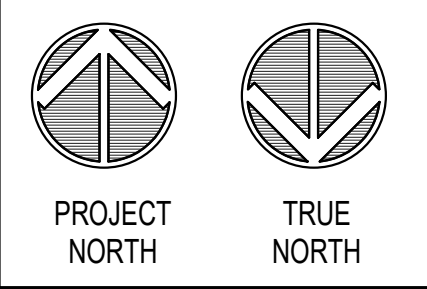
1. REVEALS (INSERTS ON NORTH AND WEST FACADES)
2. POP-OUTS (NORTH, SOUTH & EAST FACADES)
3. VERTICAL ARCHITECTURAL TREATMENT (PARAPET HEIGHT INCREASE AT NORTH & SOUTH FACADES)
4. COLOR, TEXTURE OR MATERIAL CHANGES
5. BANDING (ADDITION OF SOLDIER COURSES)
6. AWNINGS
7. DECORATIVE CORNICE (OVERHANGING CORNICE AT RAISED PARAPET)

REVISION	DATE BY
----------	---------

LOCATION:
Grines IA Fast & Fresh

HY-VEE, INC.
5820 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266
TELEPHONE: (515) 267-2600
FAX: (515) 267-2535

HY-VEE®
EMPLOYEE OWNED



EXTERIOR
ELEVATIONS

DRAWN: TJW	DATE: 2/07/30
SCALE: 1/8" = 1'-0"	JOB NUMBER:

SHEET:

A6.0

HY VEE FAST AND FRESH

HY-VEE INC., 5820 WESTOWN PARKWAY, WEST DES MOINES, IA 50266-8223



VICINITY SKETCH

PROPERTY OWNERS:
COLLECTIVE INVESTMENT MANAGEMENT LTD
2400 DELAWARE AVE
DES MOINES, IA 50317-3545

APPLICANT:
HY-VEE INC
5820 WESTOWN PKWY
WEST DES MOINES, IA 50266-8223

LEGAL DESCRIPTION
LOTS 1, 2 & 3 INTERSTATE GATEWAY BUSINESS PARK, AN
OFFICIAL PLAT, CITY OF GRIMES, POLK COUNTY, IOWA.

LAND USE
OFFICE / WAREHOUSE

BUILDING SETBACKS
(SUBJECT PROPERTY & ADJOINING PARCELS)
100' FROM THE ADJACENT HIGHWAY 141 ROW
25' FROM ANY PUBLIC STREET ROW

BUILDING HEIGHT REQUIREMENTS
- MAXIMUM 45' HT
- GREATER THAN 45' HT 100' SETBACK
FROM ANY PUBLIC ROW

SITE AREAS (LOT 1)
BUILDING 6,600 SF (5%)
PAVING 61,970 SF (51%)
GREEN SPACE 52,962 SF (44%)
TOTAL 121,532 S.F. (100%)

IMPERVIOUS AREA = 72,293 SF

PARKING
Coffee Shop: 1,400 SF + 800 SF patio = 2,200
SF X 3 = 6,600 SF/162 SF = 41 Stalls
C-Store: 4,250 SF/250 SF = 17 stalls - 0 stalls
pumps = 4 stalls
TOTAL: 50 stalls req'd
51 stalls proposed

OPEN SPACE REQUIREMENT
REQUIRED: (20%)
121,532 SF/20% = 24,307 SF
PROPOSED
52,962 SF (44%)

ZONING
M-2 LIGHT INDUSTRIAL DISTRICT
HIGHWAY 141 MIXED USE DEVELOPMENT CORRIDOR DISTRICT ZONE I

FLOOD ZONE DESIGNATION
ZONE 'X' ACCORDING TO FEMA FLOOD INSURANCE
RATE MAPS, COMMUNITY-PANEL #19153C0161F MAP
REVISED FEBRUARY 1, 2019.

CONSTRUCTION SCHEDULE
BEGIN CONSTRUCTION: SUMMER 2020
COMPLETE CONSTRUCTION: SUMMER 2021

BENCHMARK
BURY BOLT ON HYDRANT LOCATED AT THE NORTHWEST CORNER OF
THE INTERSECTION OF SE 37TH AVENUE AND GATEWAY DRIVE.
ELEVATION -----461.89 (CITY OF GRIMES DATUM)
461.83 (SITE PLAN DATUM)
BURY BOLT ON HYDRANT LOCATED AT THE WEST SIDE OF THE
GATEWAY DRIVE BY LOT ADDRESS 3450.
ELEVATION -----449.14 (CITY OF GRIMES DATUM)
449.20 (SITE PLAN DATUM)

CERTIFICATIONS

PRELIMINARY

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

JEFFREY A. GADDIS, IOWA LICENSE NO. 18381 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020

SHEETS 1-3

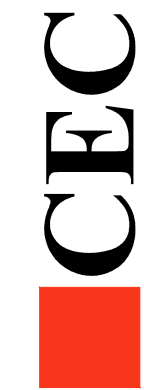
I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

BY: EDWARD H. ARP, IOWA REG. NO. 250 DATE: MY LICENSE RENEWAL DATE IS: JUNE 30, 2020
PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS 1-8

GENERAL LEGEND	
PROPOSED	
-----	PLAT BOUNDARY
-----	SECTION LINE
-----	LOT LINE
-----	CENTERLINE
-----	EASEMENT LINE
-----	FLARED END SECTION
-----	DRAIN BASIN OR SEDIMENT RISER
-----	DRAIN BASIN WITH SOLID GRATE
-----	WATER VALVE
-----	FIRE HYDRANT ASSEMBLY
-----	BLOW-OFF HYDRANT
-----	SCOUR STOP MAT
-----	TURF REINFORCEMENT MAT
-----	ST 16" STORM SEWER WITH SIZE
-----	W 8" WATER SEWER WITH SIZE
-----	W WATER SERVICE
-----	PROPOSED CONTOUR
-----	SILT FENCE
-----	1234 ADDRESS
-----	RIPRAP
EXISTING	
-----	LOT LINE
-----	SANITARY/STORM MANHOLE
-----	WATER VALVE
-----	FIRE HYDRANT
-----	STORM SEWER SINGLE INTAKE
-----	STORM SEWER DOUBLE INTAKE
-----	STORM SEWER ROUND INTAKE
-----	FLARED END SECTION
-----	DECIDUOUS TREE
-----	CONIFEROUS TREE
-----	SHRUB
-----	POWER POLE
-----	STREET LIGHT
-----	GUY ANCHOR
-----	ELECTRIC TRANSFORMER
-----	GAS METER
-----	TELEPHONE RISER
-----	SIGN
-----	UNDERGROUND TELEVISION
-----	UNDERGROUND ELECTRIC
-----	UNDERGROUND GAS
-----	UNDERGROUND FIBER OPTIC
-----	UNDERGROUND TELEPHONE
-----	OVERHEAD ELECTRIC
-----	SAN 8" SANITARY SEWER WITH SIZE
-----	ST 12" STORM SEWER WITH SIZE
-----	W 8" WATER MAIN WITH SIZE
-----	EXISTING CONTOUR
-----	TREELINE
-----	B.S.L. BUILDING SETBACK LINE
-----	P.U.E. PUBLIC UTILITY EASEMENT
-----	M.O.E. MINIMUM OPENING ELEVATION

Sheet List Table	
Sheet Number	Sheet Title
1	COVER
2	NOTES
3	DEMOLITION PLAN
4	DIMENSION PLAN
5	GRADING PLAN
6	UTILITY PLAN
7	LANDSCAPE PLAN
8	DETAILS
9	DETAILS
10	DETAILS
11	DETAIL

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12, Des Moines, Iowa 50322
515.276.4884 mail@cecinc.com



DATE:	01-20-2020
DATE OF SURVEY:	
DESIGNED BY:	RJS
DRAWN BY:	JDS

PRELIMINARY

HY VEE FAST AND FRESH
9605-3505-3455 GATEWAY DRIVE, GRIMES, IA

COVER

SHEET
OF 6

A-2059

Q:\ATLANTA-2000-2059_CDD Drawings\Construction Documents\Site Plans\2059 (CDD) NOTES.dwg, 7/3/2020 1:44:51 PM, mmmgpa, 1:1

I. General Notes:

- a. All work shall be done in accordance with the current version of the Iowa Statewide Urban Design and Specifications for Public Improvements on the date of approval and the City of Grimes Supplemental Specifications.
- b. A preconstruction meeting is required prior to the start of construction. The Contractor shall be responsible to coordinate this meeting. Contact City of Grimes Engineering Dept., (515-986-4050).
- c. All permits (IDNR, SHP, IDOT, Army Corp., etc.) shall be obtained prior to the start of construction.
- d. 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.
- e. Typical Building Service Layout to reflect the City's service order from Left to right facing the lot, Sanitary, Water, Sump
- f. A Knox box is required by the fire department and shall be obtained at City Hall.
- g. All site lighting shall not spill onto adjacent properties or right-of-ways.
- h. Provide a 4-year maintenance bond for all public improvements

I. Sanitary Sewer Notes:

- a. Sanitary 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.
- b. Sanitary gravity pipe material shall be PVC SDR 26 or Truss (8A to 15A).
- c. Sanitary gravity service pipe material shall be PVC SDR 23.5 (4A to 6A).
- d. All sanitary sewer manholes shall have steps.
- e. All sanitary sewer manholes castings shall be sealed with Heat Shrink Sleeves.
- f. All sanitary sewer manhole castings located within pavement shall be Type B:FGC W/Adjusting Mechanism.
- g. Sanitary sewer testing, cleaning & televising shall be completed prior to paving. The sewer system shall be flushed with water prior to televising.

I. Water Main Notes:

- a. All fire hydrants shall be American Flow Control-Waterous Pacer MB-67-250, Mueller Super Centurion 250 (3-way A-423), or Clow Medallion F-2545. All hydrants shall have the following: 6A 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 auxillary valve to hydrant shoe shall be 2.0'.
- b. All hydrants will immediately be covered with a black plastic bag (or equivalent) once the hydrant is installed. The City of Grimes will notify the Contractor when the bags can be removed.
- c. A tracer wire receptacle shall be installed at each hydrant, AA Manufacturing Tracer Wire Receptacle Model TM-18-2.
- d. All valves shall be resilient wedge gate valves.
- e. Water service shall be 1-inch minimum type K copper.
- f. 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 to the City of Grimes Engineering Dept. and 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.
- g. All watermain fittings to be restrained joint, Mega-lug or approved equal.

I. Storm Sewer Notes:

- a. All storm sewer in the ROW shall be RCP, unless otherwise approved by the City.
- b. All flared end sections shall have footings and apron grates. The last 3 pipe sections and the flared end section on all culverts shall be tied. All storm sewer joints shall be wrapped with engineering fabric.
- c. The Contractor is responsible for repairing any field tile damaged during construction. The tile should be directed to public storm sewer if possible. The Contractor shall record the elevation and location of all tiles.
- d. Storm Sewer cleaning & televising shall be completed prior to paving. The sewer system shall be flushed with water prior to televising.
- e. Use O ring gaskets on storm sewers crossing over watermain per IDNR requirement.

SURVEYOR NOTES

- 1. THE UNADJUSTED ERROR OF CLOSURE IS NOT GREATER THAN 1:10000 FOR SUBDIVISION BOUNDARIES AND IS NOT GREATER THAN 1:5000 FOR INDIVIDUAL LOTS.
- 2. THIS PARCEL MAY BE SUBJECT TO EASEMENTS OF RECORD. NO TITLE WORK WAS PERFORMED BY THIS SURVEYOR.
- 3. MONUMENTS TO BE SET WITHIN ONE YEAR THE FINAL PLAT'S RECORDING DATE.
- 4. ALL EASEMENTS SHOWN ARE EXISTING EASEMENTS OF RECORD UNLESS LABEL AS ** (PROPOSED)**.

NOTES

- 1. ONE WEEK PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY:
 - A. CITY OF GRIMES
 - B. HY-VEE, INC. 515-267-2800
 - C. CIVIL ENGINEERING CONSULTANTS, INC.
- 2. ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
- 3. THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
- 4. PROVIDE 2' CONCRETE BOXOUT AROUND ALL INTAKES AND MANHOLES WITHIN PAVED AREAS.
- 5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF GRIMES STANDARD SPECIFICATIONS.
- 6. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE. HE SHALL NOTIFY THE PROPER UTILITY INVOLVED. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
- 7. ALL DEBRIS SPILLED ON CITY R.O.W. AND ADJOINING PROPERTY SHALL BE REMOVED BY THE OWNER/CONTRACTOR IN TIMELY FASHION.
- 8. PUBLIC STREET PAVEMENT THICKNESS SHALL MATCH EXISTING THICKNESS.
- 9. THE KNOX BOX SHALL BE INSTALLED NEAR THE FRONT ENTRANCE TO THE BUILDING, AND SHALL BE OBTAINED BY GOING TO WWW.KNOXBOX.COM.

PAVING NOTES

- 1. ALL PAVING WITHIN THE CITY RIGHT-OF-WAY (DRIVEWAY APPROACHES AND SIDEWALKS) SHALL REQUIRE OBSERVATION BY THE CITY. CONTACT CITY OF GRIMES DEVELOPMENT SERVICES (515-986-4050) TO SCHEDULE OBSERVATION SERVICES.

PLANTING NOTES

- 1. ALL SITEWORK, SODDING AND LANDSCAPING SHALL BE IN ACCORDANCE WITH SUPAS SPECIFICATIONS INCLUDING ALL APPLICABLE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS.
- 2. ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1-1990)
- 3. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
- 4. THE CONTRACTOR SHALL REMOVE THE TREE STAKES ONE YEAR AFTER INSTALLATION.
- 5. NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
- 6. ALL TREES AND SHRUBS SHALL BE MULCHED WITH AT LEAST 3" SHREDDED BARK MULCH UNLESS NOTED OTHERWISE.
- 7. THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER OF THE UTILITY.
- 8. ONE WEEK PRIOR TO INSTALLATION, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT.
- 9. THE CONTRACTOR SHALL STAKE LOCATION OF PLANTS FOR LANDSCAPE ARCHITECT'S APPROVAL BEFORE DIGGING HOLES.
- 10. ALL DECIDUOUS TREES SHALL BE PLANTED AT LEAST 5' FROM R.O.W. AND CONIFEROUS TREES AT LEAST 10' FROM R.O.W.
- 11. ALL DISTURBED AREAS SHALL BE SODDED/SEEDED AS NOTED ON THE LANDSCAPE PLAN.
- 12. THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE GROUND COVER AND ENSURE THAT ADEQUATE VEGETATIVE COVER IS PRESERVED
- 13. ALL DISTURBED AREAS SHALL BE SEEDED OR SODDED PER PLAN.

EROSION AND SEDIMENT CONTROL

TO BE DETERMINED

CONTROLS

- EXISTING VEGETATION IS PRESERVED WHENEVER POSSIBLE.
- PERMANENT SEEDING AND/OR SODDING AFTER CONSTRUCTION.
- VEGETATIVE BUFFER STRIPS THROUGHOUT PROJECT.
- PROTECTION OF TREES AND PRESERVATION OF MATURE VEGETATION WHEREVER POSSIBLE.
- SILT FENCES
- DRAINAGE SWALES
- FLOW ATTENUATION BY USE OF OPEN VEGETATED SWALES AND NATURAL DEPRESSIONS.
- INFILTRATION OF RUNOFF ON SITE
- VELOCITY DISSIPATION DEVICES AT DISCHARGE LOCATIONS TO PROVIDE NON-EROSIVE VELOCITY FLOWS.
- ALL MATERIAL WASTES MUST BE REMOVED FROM THE SITE.
- OFF-SITE VEHICLE TRACKING OF SEDIMENTS SHALL BE MINIMIZED.
- STABILIZE THE ENTRANCE WITH 8-INCHES OF LIMESTONE.
- TOTAL COMPLIANCE WITH APPLICABLE STATE/LOCAL WASTE DISPOSAL REGULATIONS.
- CONTROLS MUST BE IN GOOD OPERATING CONDITION UNTIL THE CONSTRUCTION ACTIVITY IS COMPLETE AND FINAL STABILIZATION HAS BEEN REACHED.
- CLEAN ALL DEBRIS AND MUD FROM PUBLIC STREETS AS SOON AS POSSIBLE.
- PROVIDE A ROCK AREA FOR EQUIPMENT TO BE CLEANED PRIOR TO ENTERING THE PUBLIC STREETS.
- JAMES BEAL WRYAN COMPANIES WILL BE RESPONSIBLE FOR INSURING MUD AND ROCK ARE CLEANED OFF PUBLIC STREETS.

GRADING NOTES

- 1. ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
- 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH URBAN DESIGN STANDARDS.
- 3. ALL SPOT ELEVATIONS ARE AT GUTTER, UNLESS NOTED OTHERWISE.
- 4. THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING UTILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
- 5. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY UTILITY LINE OF APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE. HE SHALL NOTIFY THE PROPER UTILITY INVOLVED. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
- 6. STRIP TOPSOIL FROM ALL AREAS WHICH ARE TO RECEIVE STRUCTURAL FILL.
- 7. AREAS TO RECEIVE FILL TO BE BENCHED.
- 8. PREPARE BOTTOM OF BENCH FOR FILL BY DISCING TO A DEPTH OF 6-INCHES AND COMPACT.
- 9. ANY LOCALIZED AREAS WHICH CANNOT BE SATISFACTORILY COMPACTED OR WHICH SHOW EVIDENCE OF PUMPING ACTION SHALL BE UNDERCUT AND RECOMPACTED WITH ON-SITE FILL.
- 10. ALL SITE GRADING FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR.
- 11. ALL AREAS WHICH ARE TO RECEIVE PAVING SHALL HAVE THE TOP 12-INCHES DISCED AND RECOMPACTED TO 98% STANDARD PROCTOR DENSITY.
- 12. THE MOISTURE CONTENT OF THE FILL MATERIAL SHALL MATCH URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, BETWEEN 0 AND 4% OVER OPTIMUM MOISTURE.
- 13. MAINTAIN ALL CUT AND FILL AREAS FOR SURFACE DRAINAGE AT ALL TIMES.
- 14. FINAL GRADES WITHIN PAVED AREAS SHALL BE WITHIN 0.1' OF PLAN GRADE, ALL OTHER AREAS TO BE WITHIN 0.2' OF PLAN GRADE.
- 15. BACKFILL TO TOP OF ALL CURBS.

STORM WATER NOTE

HY VEE INC. IS RESPONSIBLE FOR DEVELOPING AND IMPLEMENTING A POLLUTION PREVENTION PLAN CONSISTENT WITH REQUIREMENTS PER IOWA NPDES GENERAL PERMIT NO. 2 FOR STORM WATER DISCHARGE. ADDITIONALLY, RYAN COMPANIES US, INC. IS RESPONSIBLE FOR COMPLETING A NOTICE OF INTENT TO THE IOWA DEPARTMENT OF NATURAL RESOURCES AND RECEIVING A LETTER OF AUTHORIZATION.

UTILITY NOTES

- 1. ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
- 2. THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
- 3. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CALL IOWA ONE-CALL BEFORE STARTING WORK.
- 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF GRIMES STANDARD SPECIFICATIONS. ALL SITE UTILITY WORK SHALL BE DONE TO GRIMES SPECIFICATIONS, GRIMES PLUMBING CODE, AND GRIMES WATER WORKS STANDARD SPECIFICATIONS.
- 5. THE SITE UTILITY CONTRACTOR SHALL COORDINATE THE BUILDING SERVICE CONNECTIONS WITH THE BUILDING MECHANICAL CONTRACTOR.
- 6. VERIFY WATER MAIN AND SANITARY SEWER SERVICE LOCATIONS WITH ARCHITECTURAL DRAWINGS AND MECHANICAL PLANS.
- 7. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY OF GRIMES SPECIFICATIONS.
- 8. AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE GRIMES PUBLIC WORKS DEPT. TO OBTAIN ANY AND ALL CITY PERMITS THAT MAY BE NECESSARY.
- 9. AT LEAST 48 HOURS PRIOR TO ANY WATER MAIN CONSTRUCTION, CONTRACTOR SHALL NOTIFY GRIMES WATER WORKS.
- 10. BUILD TO GRIMES WATER WORKS SPECIFICATIONS.
- 11. THE CONTRACTOR SHALL VERIFY THAT OFFSITE GRADING AND UTILITY EASEMENTS HAVE BEEN OBTAINED PRIOR TO CONSTRUCTION.
- 12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- 13. CONTACT BUILDING INSPECTION AT A MINIMUM OF A 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTION.
- 14. ALL CONNECTIONS TO THE PUBLIC SEWERS SHALL BE CORE DRILLED.
- 15. PRIOR TO CONSTRUCTION OF ANY PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION, CONSTRUCTION PLANS FOR SAID IMPROVEMENTS NEED TO BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.
- 16. GROUND MOUNTED EQUIPMENT MUST BE SCREENED WITH WOOD OR BRICK SCREEN.

PRELIMINARY

HY VEE FAST AND FRESH
3605-3505-3455 GATEWAY DRIVE, GRIMES, IA

NOTES

SHEET
2
OF 6

A-2059

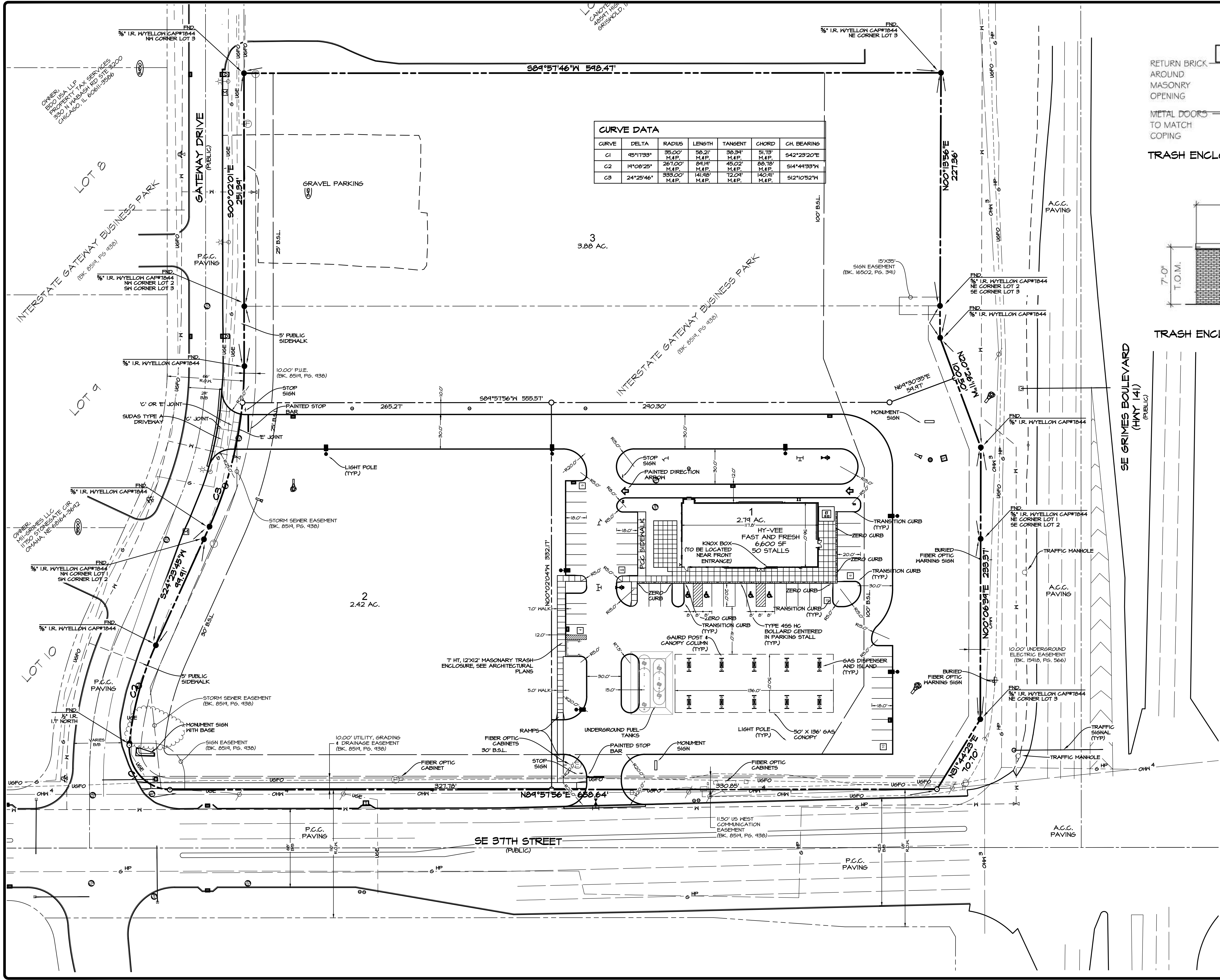
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DRAWN BY:	JDS



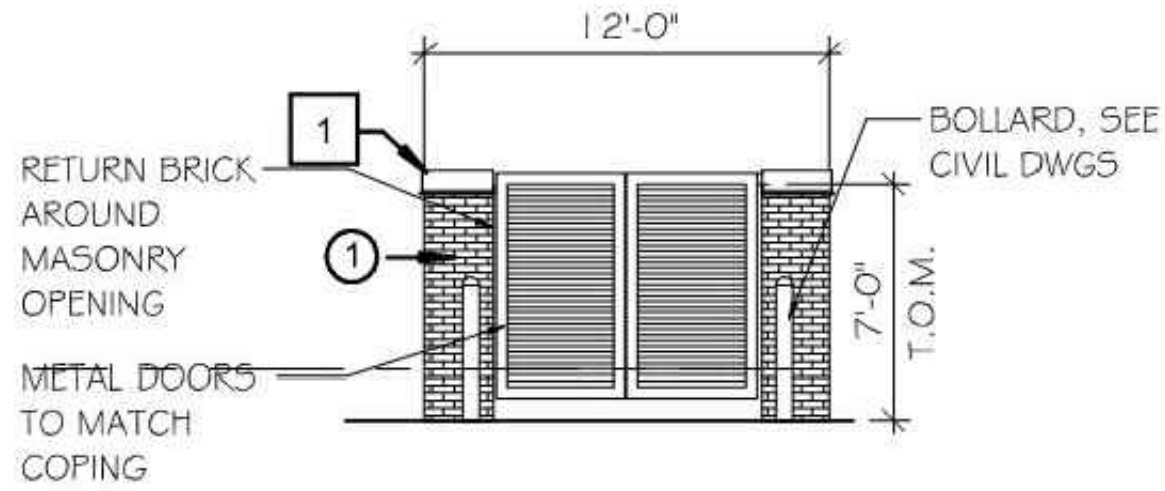
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Civil Engineering Consultants, Inc.

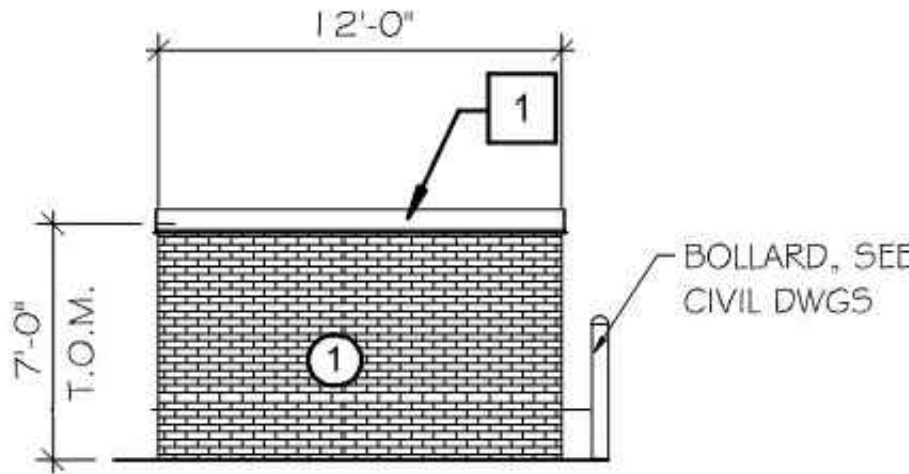
2400 86th Street Unit 12 Des Moines, Iowa 50322
515.276.4884 mail@cecinc.com



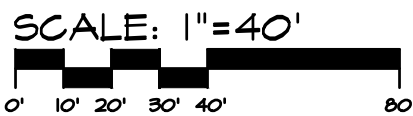
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C2	14°08'25"	267.00' M.E.P.	84.14' M.E.P.	45.02' M.E.P.	89.79' M.E.P.	S14°44'33"W
C3	24°25'46"	333.00' M.E.P.	141.48' M.E.P.	72.04' M.E.P.	140.31' M.E.P.	S12°10'52"W



TRASH ENCLOSURE FRONT ELEVATION



TRASH ENCLOSURE SIDE ELEVATION



HY VEE FAST AND FRESH
3605-3505-3455 GATEWAY DRIVE, GRIMES, IA

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12, Des Moines, Iowa 50322
515.276.4884, mail@cecinc.com

DATE: 01-20-2020

DATE OF SURVEY: 01-20-2020

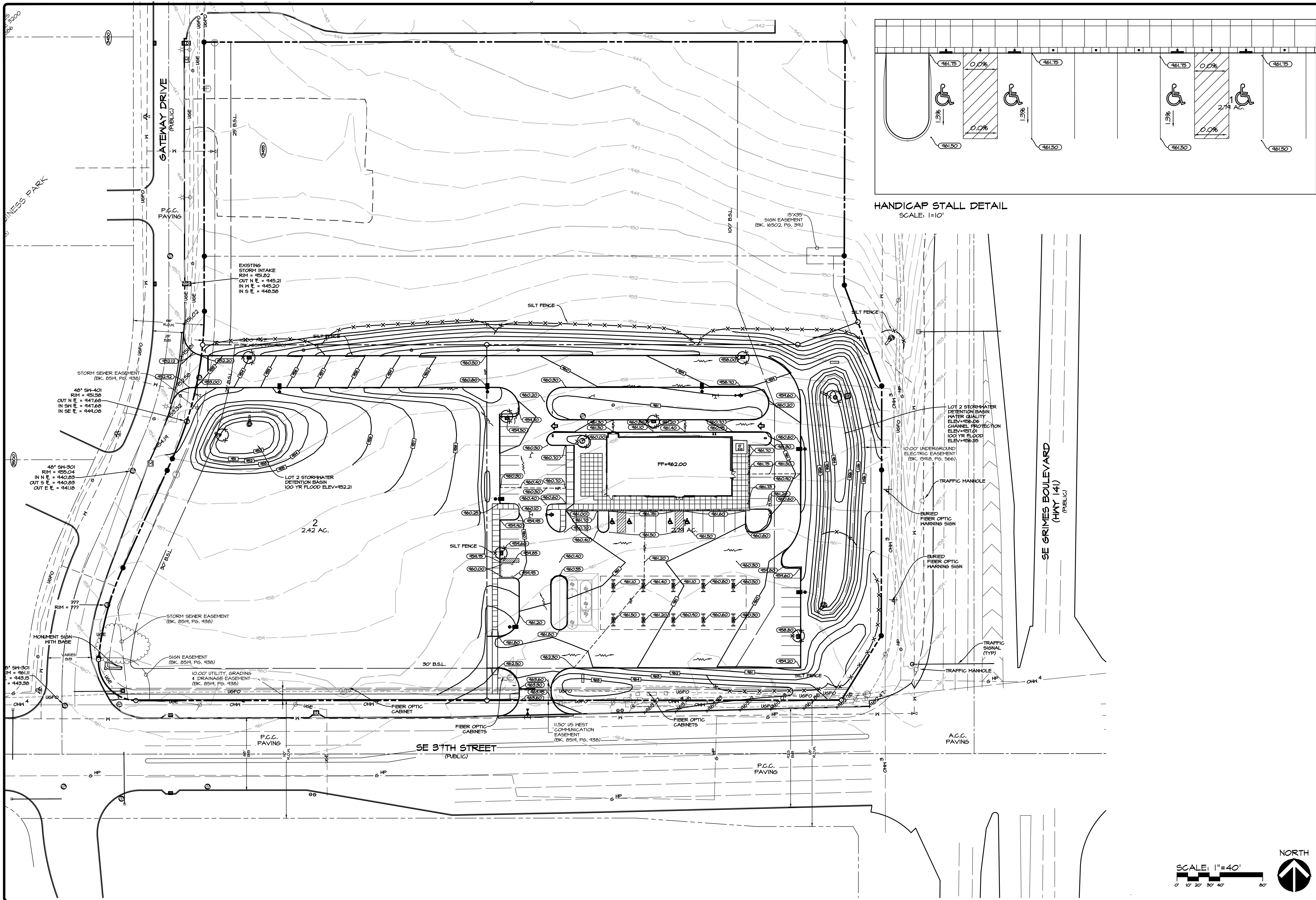
DESIGNED BY: JDS

DRAWN BY: JDS

DIMENSION PLAN

SHEET 4 OF 6

A-2054



HY VEE FAST AND FRESH
3605-3505-3455 GATEWAY DRIVE, GRIMES, IA

DATE: 01-20-2020
DATE OF SURVEY:
DESIGNED BY: PJS
DRAWN BY: JDS

CEC

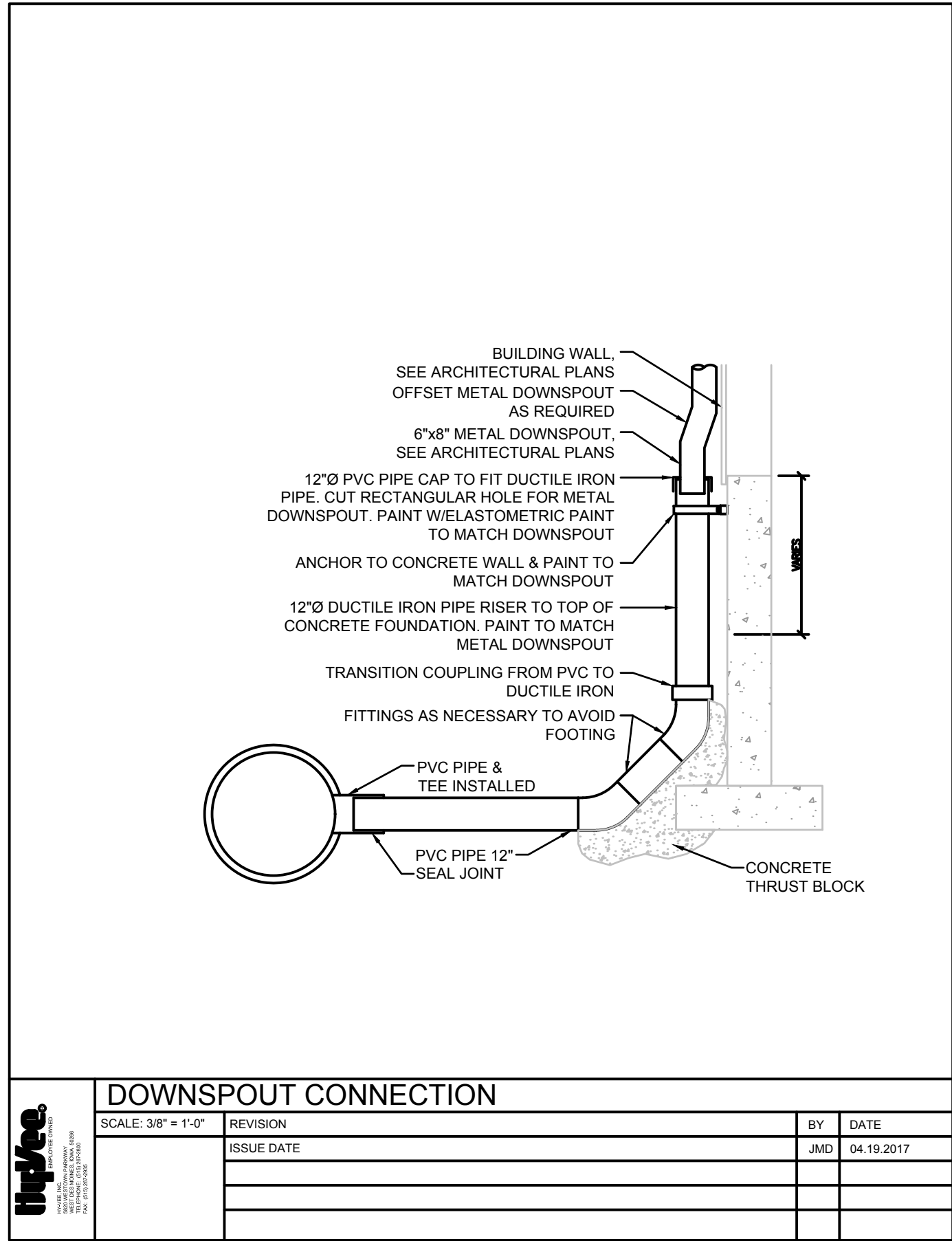
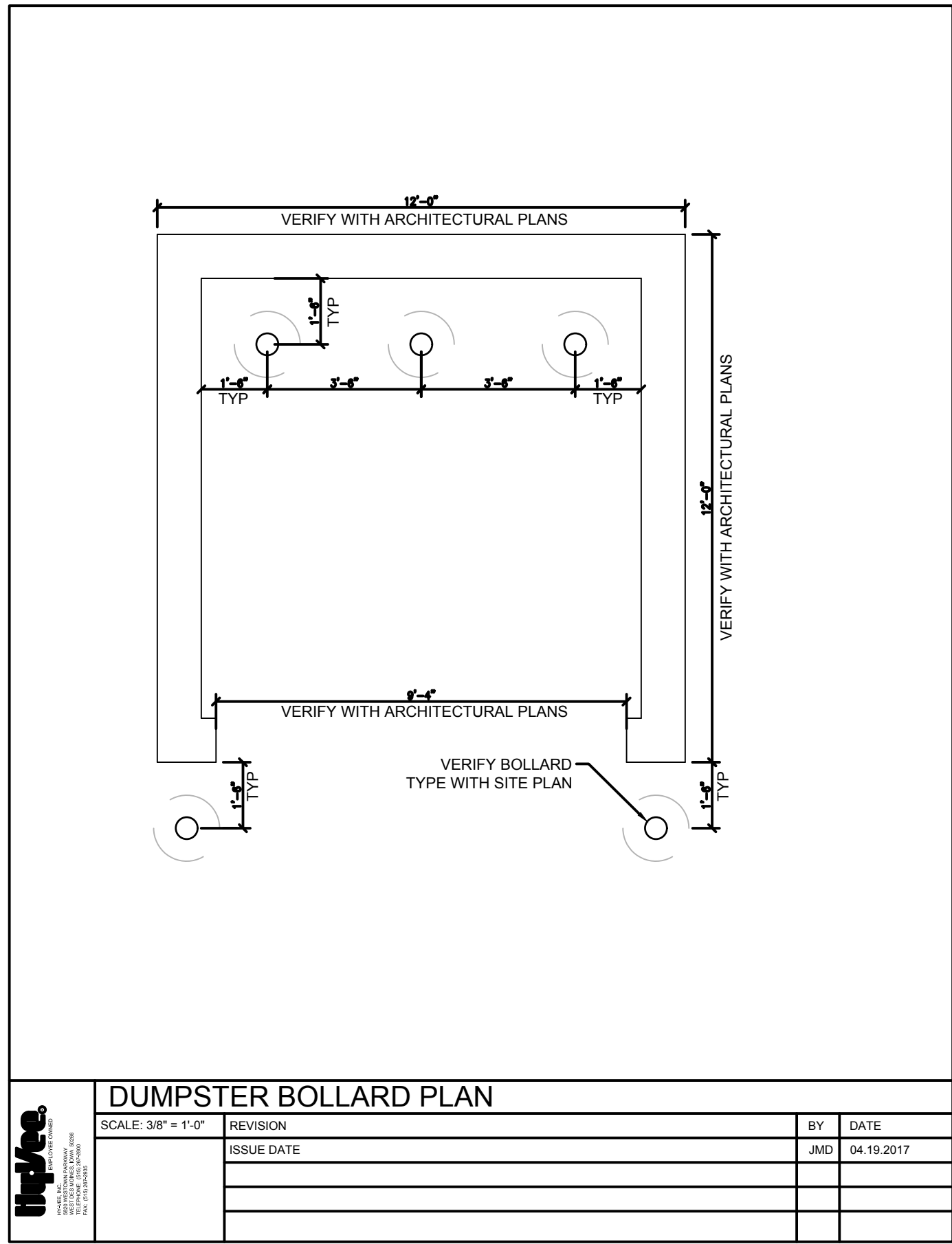
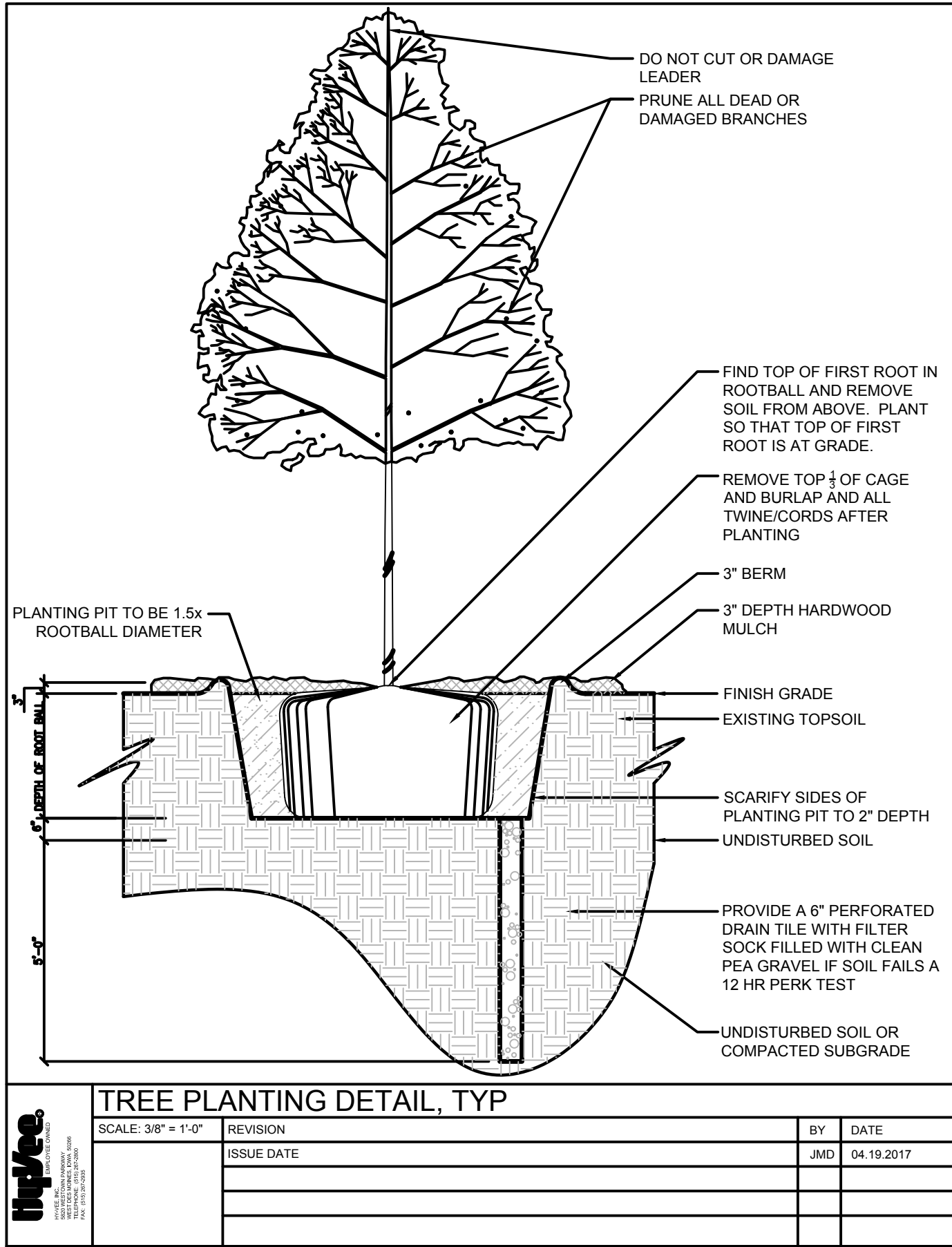
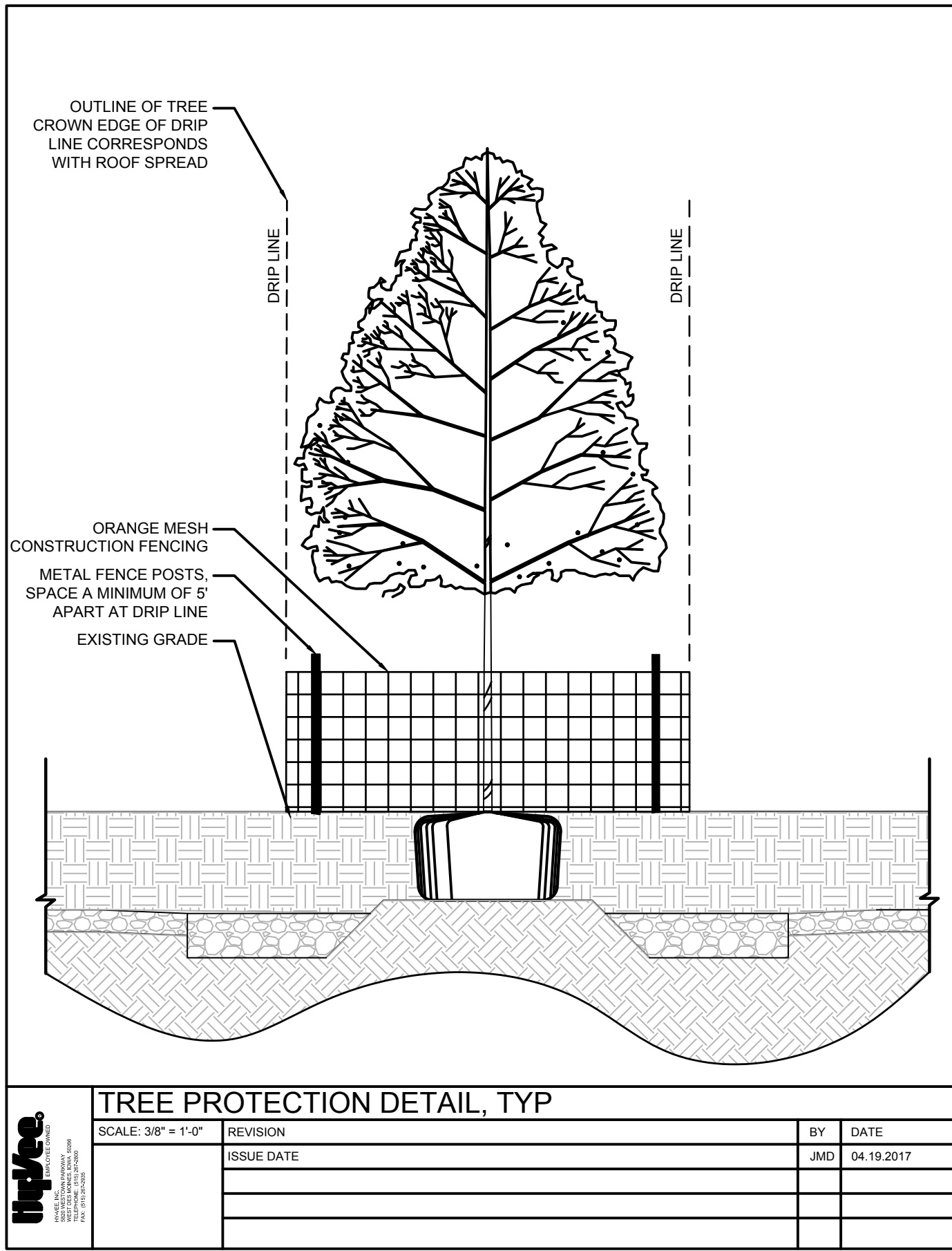
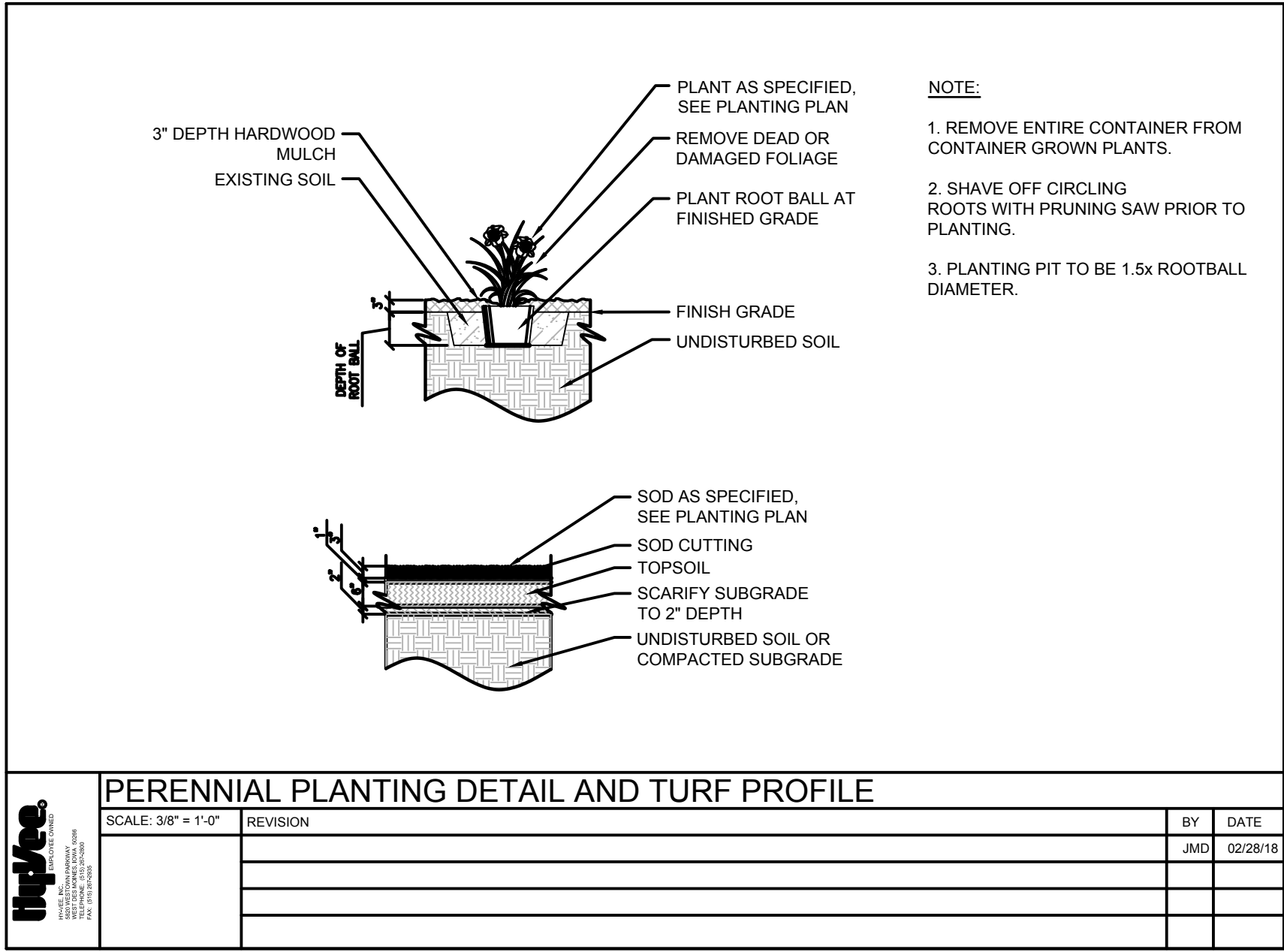
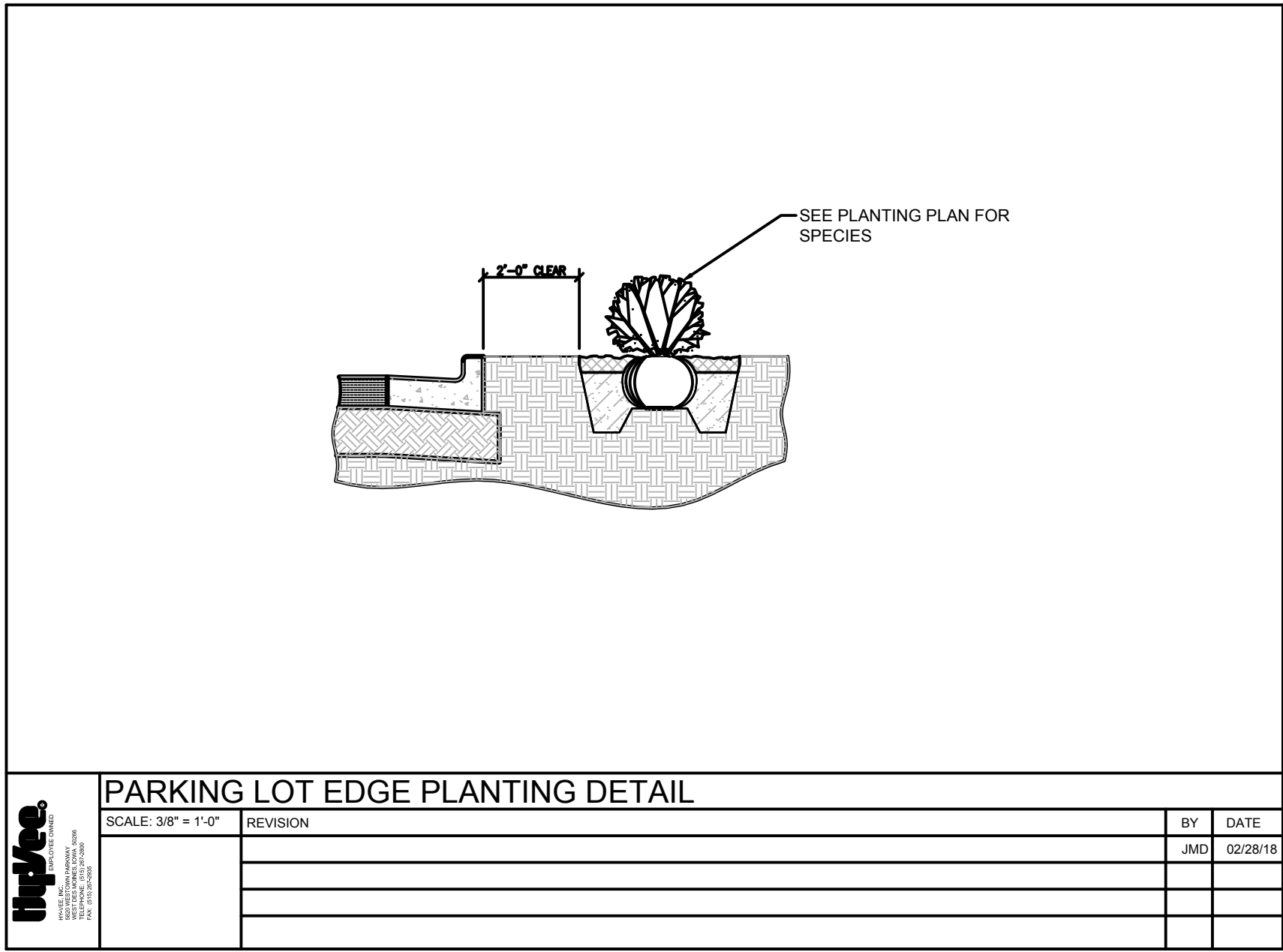
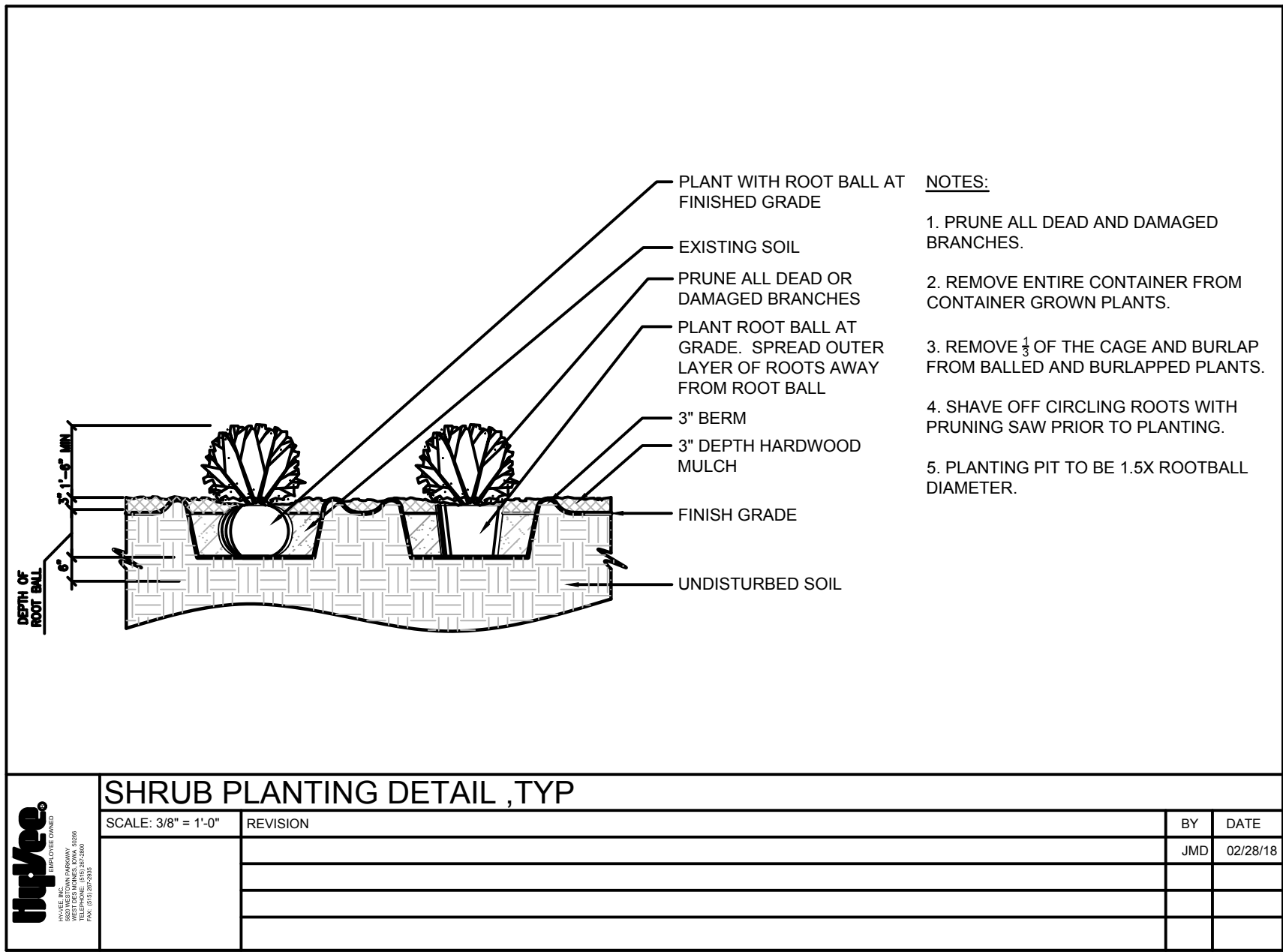
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515.276.4884, mail@cecinc.com

GRADING PLAN

SHEET 6 OF 6

A-2054





PRELIMINARY

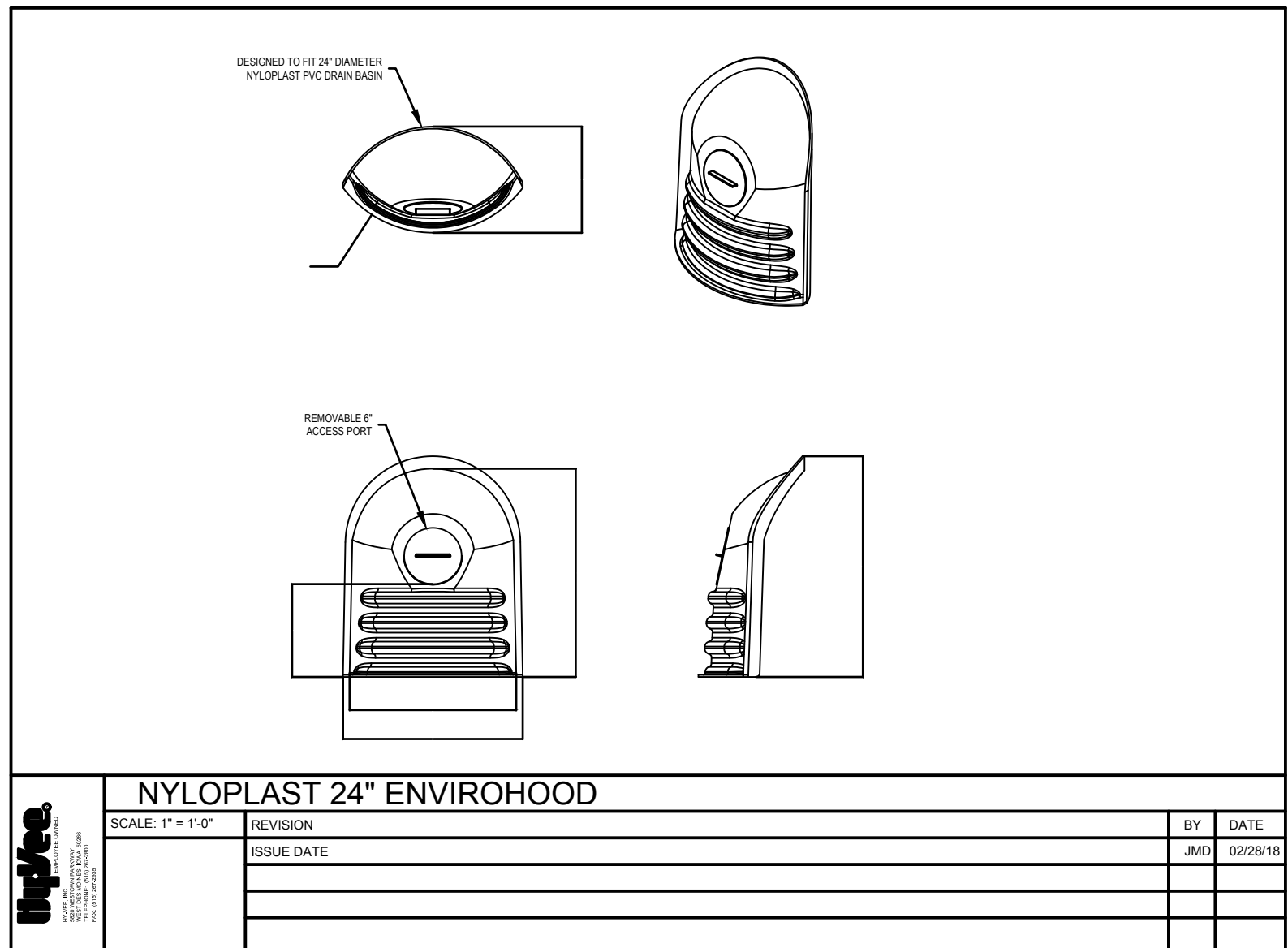
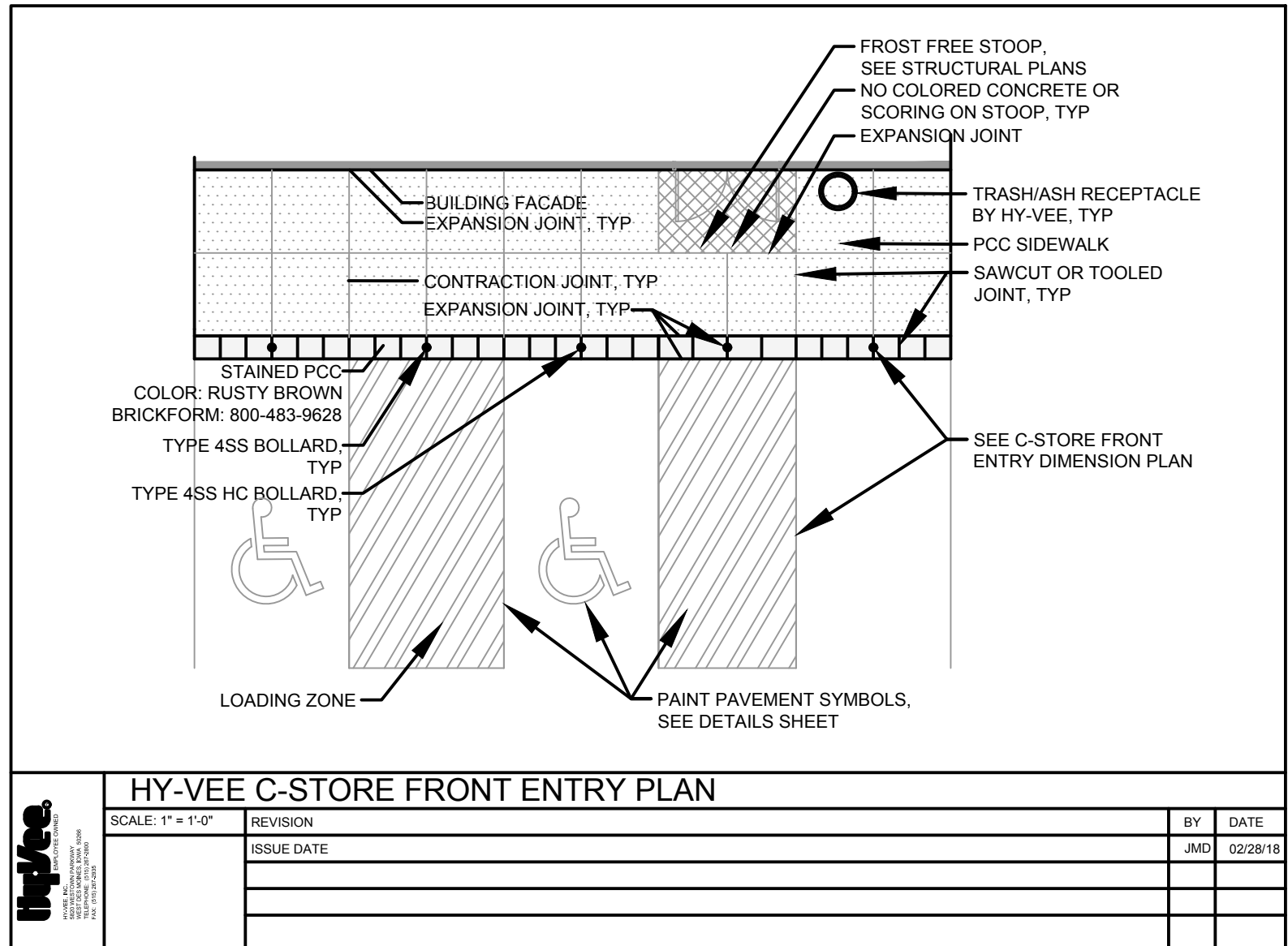
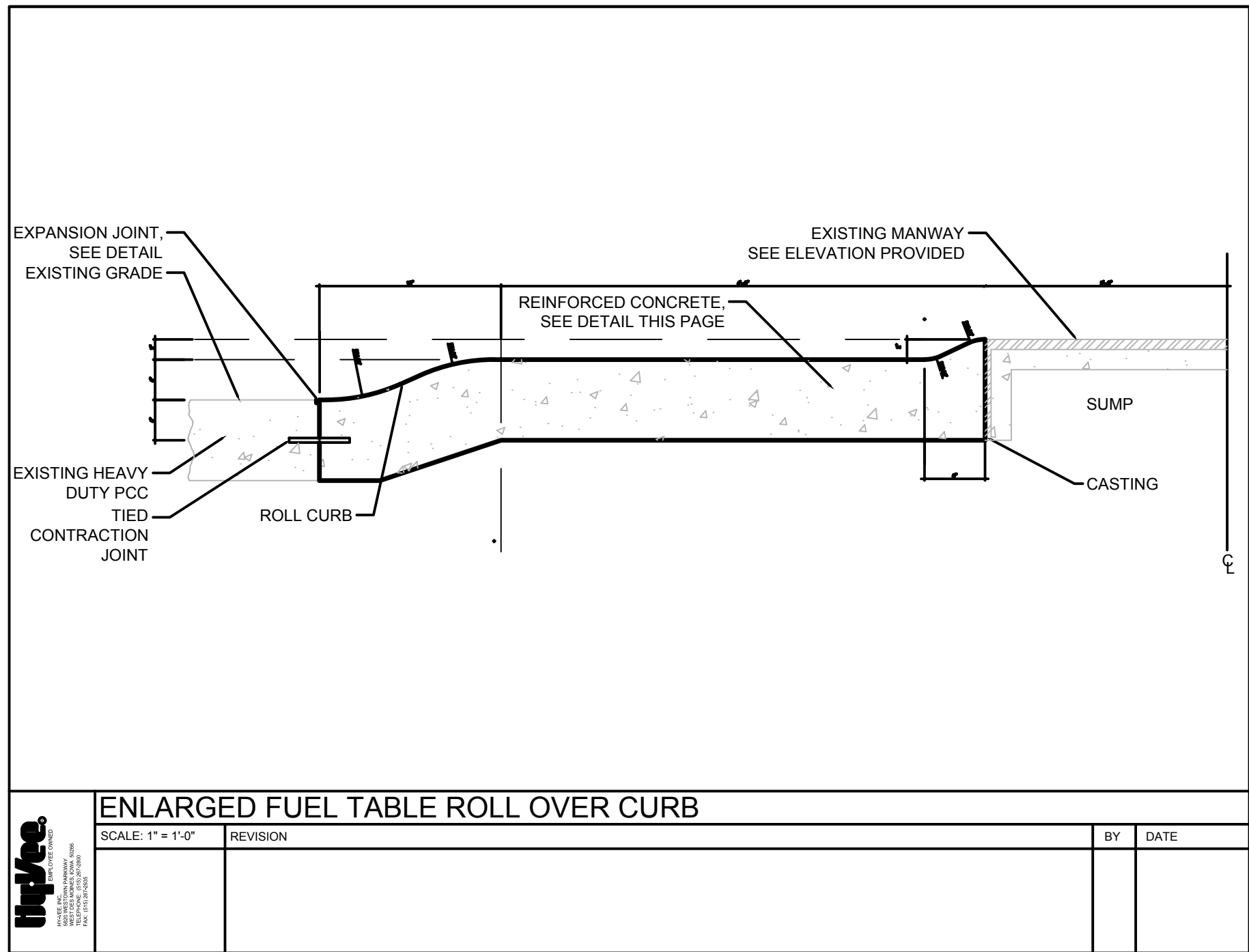
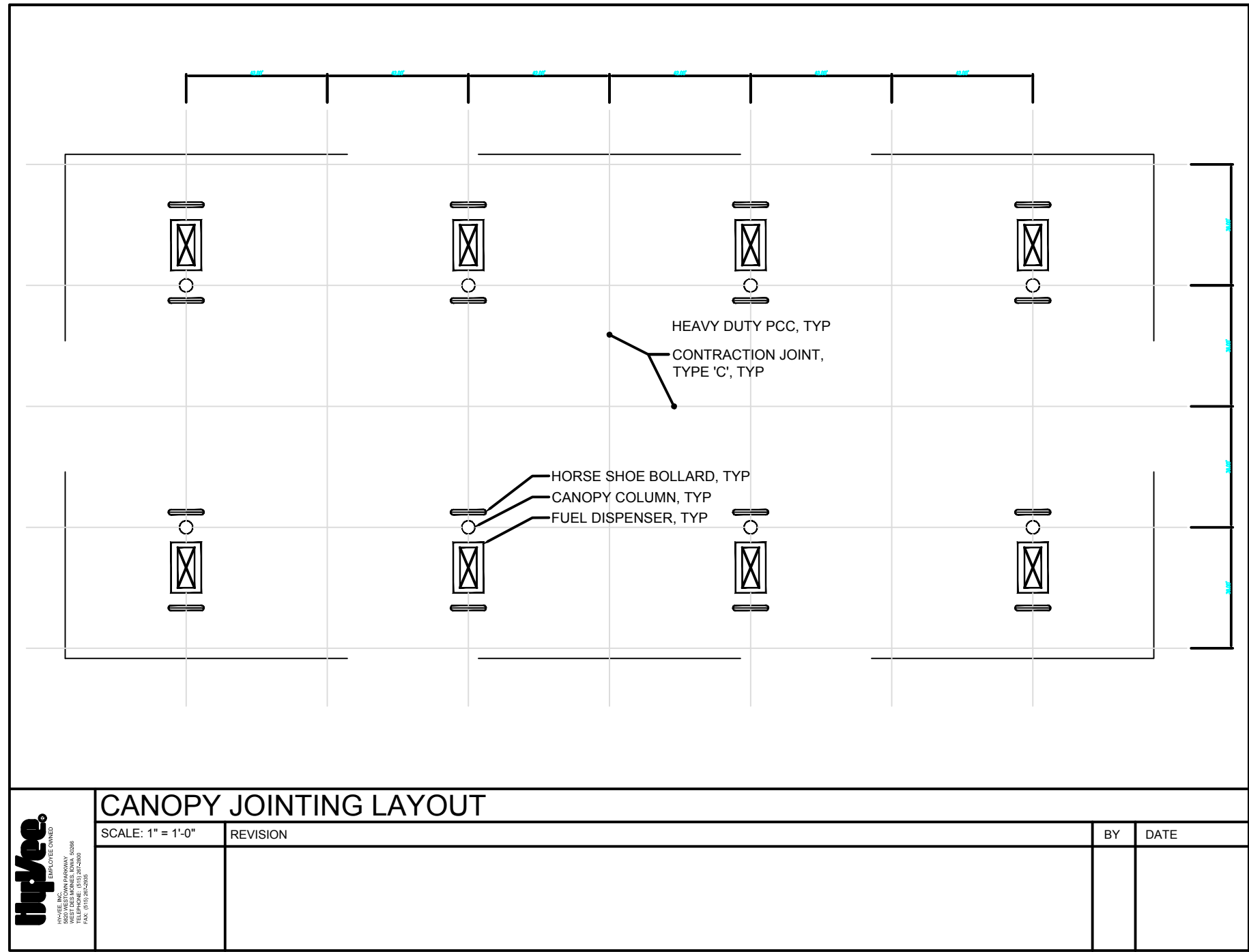
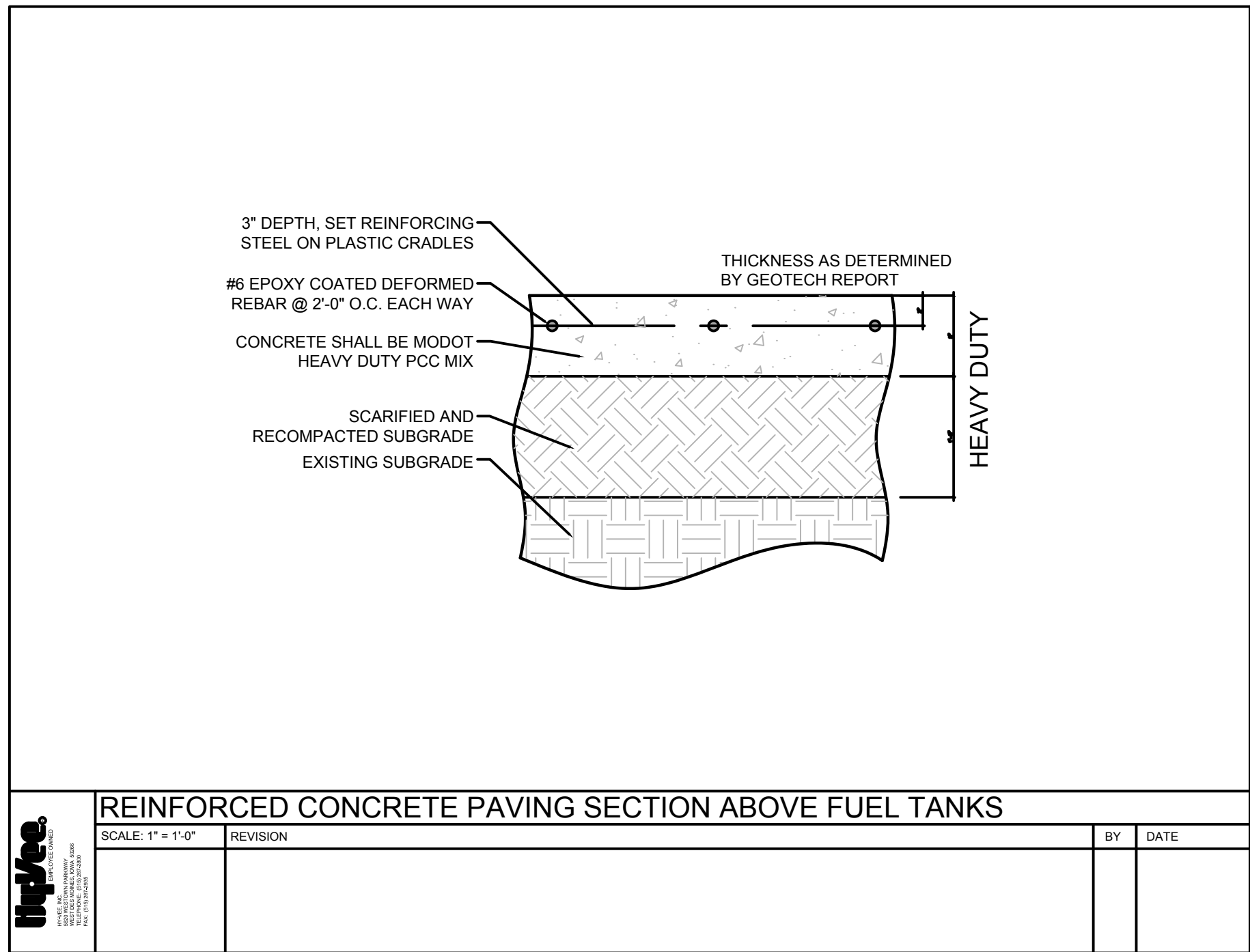
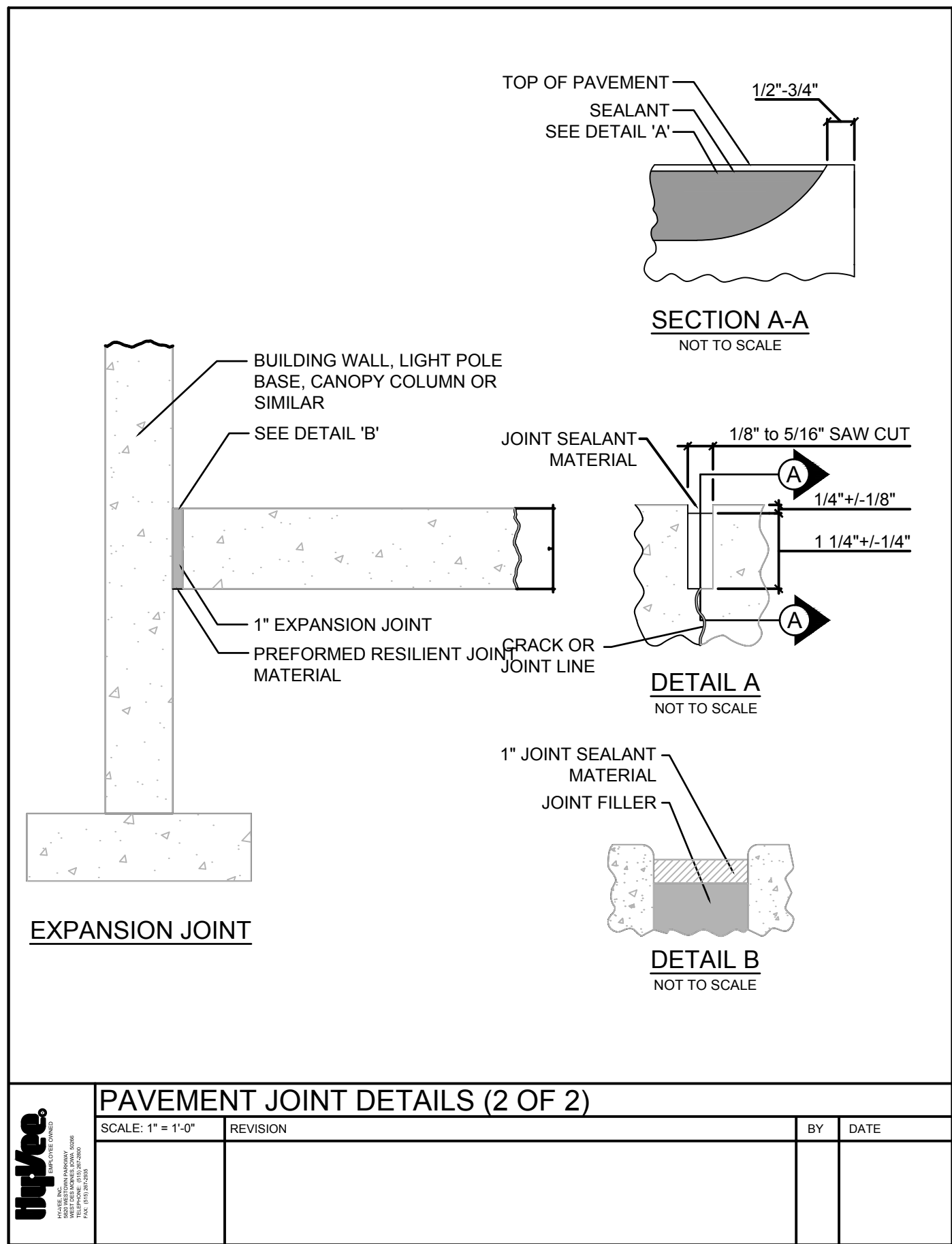
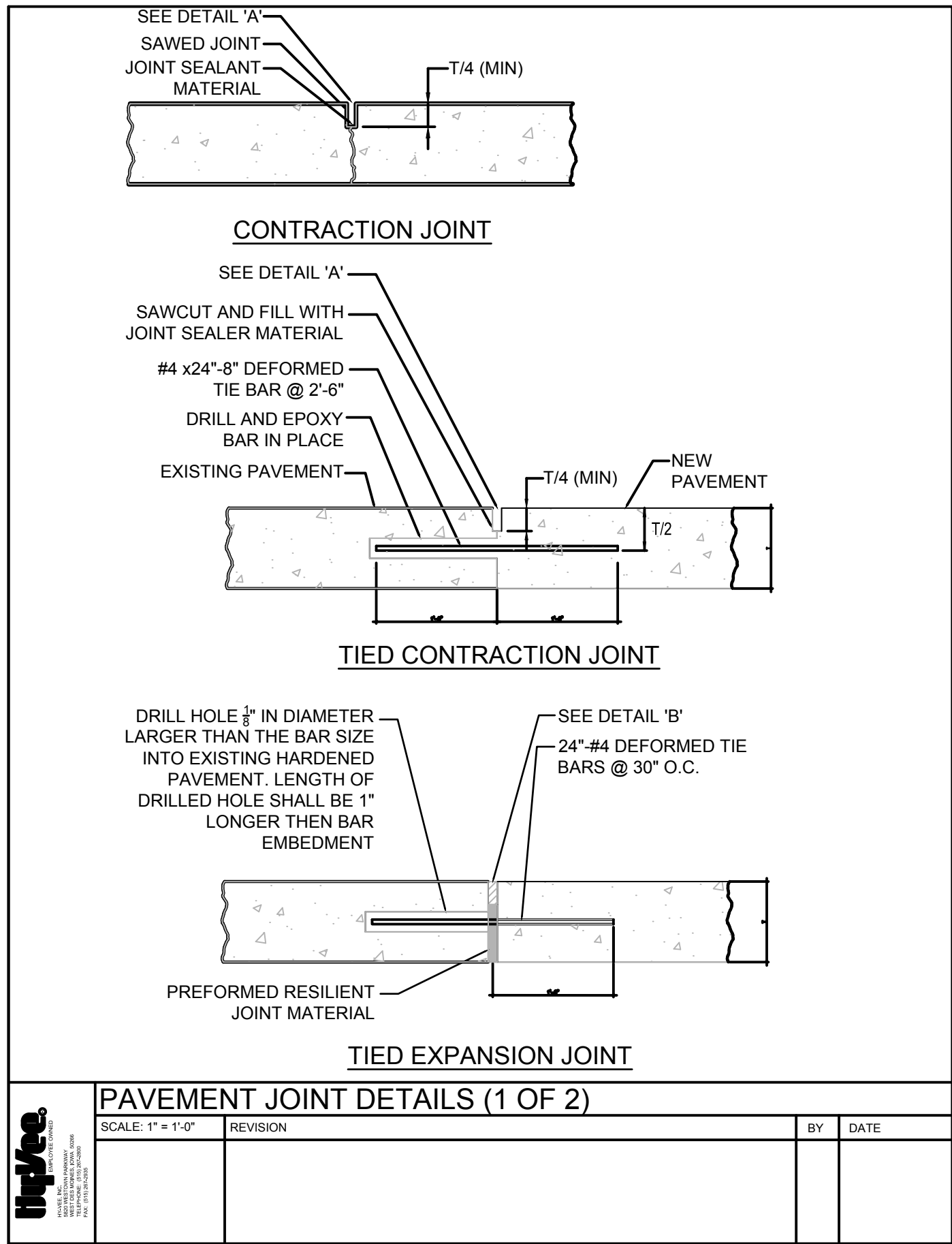
HY VEE FAST AND FRESH
9605-3505-3455 GATEWAY DRIVE, GRIMES, IA

DATE:	07-20-2020
DATE OF SURVEY:	
DESIGNED BY:	RJS
DRAWN BY:	JDS

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12, Des Moines, Iowa 50322
515.276.4884, mail@ceecac.com



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PRELIMINARY

HY VEE FAST AND FRESH
9605-3505-3455 GATEWAY DRIVE, GRIMES, IA

DETAIL

SHEET
OF 6

A-2054

DATE: 07-20-2020

DESIGNED BY: JDS

DRAWN BY: JDS

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MINUTES TO AUTHORIZE SALE AND
ISSUANCE OF BONDS

419952-78

Grimes, Iowa

August 25, 2020

The City Council of the City of Grimes, Iowa, met on August 25, 2020, at _____
o'clock ____m., at the _____, Grimes, Iowa.

The City Council meeting was alternatively accessed electronically via Zoom, which was
accessible at the following:

[INSERT ELECTRONIC ACCESS INFO]

The City Council is conducting 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 meeting was called to order by the Mayor, and the roll was called showing the
following Council Members present and absent:

Present: _____

Absent: _____.

This being the time and place fixed by the City Council for the consideration of bids for
the purchase of General Obligation Refunding Bonds, Series 2020B to be issued in evidence of
the City's obligation under a loan agreement, the Mayor announced that bids had been received
and canvassed on behalf of the City at the time and place fixed therefor.

The results of the bids were then read and the substance of such bids was noted in the
minutes, as follows:

Name and Address of Bidder

Final Bid (interest cost)

(Attached bid tabulation)

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

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 08-2420

Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of \$4,170,000 General Obligation Refunding Bonds, Series 2020B, and providing for the levy of taxes to pay the same

WHEREAS, the City of Grimes (the "City"), in Dallas and Polk Counties, State of Iowa, previously issued its \$6,000,000 General Obligation Corporate Purpose Bonds, Series 2012 dated December 1, 2012 (the "2012 Bonds"), a portion of which currently remain outstanding, maturing on June 1 in each of the years and in such amounts and bearing interest at such rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2021	\$305,000	2.000%	2027	\$345,000	2.000%
2022	\$310,000	2.000%	2028	\$350,000	2.000%
2023	\$315,000	2.000%	2029	\$355,000	2.125%
2024	\$325,000	2.000%	2030	\$365,000	2.375%
2025	\$330,000	2.000%	2032	\$760,000	2.500%
2026	\$335,000	2.125%			

; and

WHEREAS, pursuant to the resolution (the "2012 Bond Resolution") authorizing the issuance of the 2012 Bonds, the City reserved the right to prepay part or all of the 2012 Bonds maturing in each of the years 2021 to 2032 (the "Callable 2012 Bonds"), inclusive, prior to and in any order of maturity on June 1, 2020 or on any date thereafter, subject to the provisions of the 2012 Bond Resolution; and

WHEREAS, the City heretofore proposed to enter into a General Obligation Refunding Loan Agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$4,400,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of current refunding the Callable 2012 Bonds, and has published notice of the proposed action and has held a hearing thereon on August 11, 2020; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of General Obligation Refunding Bonds, Series 2020B (the "Bonds") to be issued in evidence of the obligation of the City under the Loan Agreement, and the City Council made provision for the approval of the P.O.S. and its use by PFM Financial Advisors, LLC. (the "Financial Advisor"); and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds to be issued in evidence of the City's obligation under the Loan Agreement were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of _____, _____ (the "Purchaser"), was determined to be the best, such bid proposing the lowest interest cost to the City for the Bonds; and

WHEREAS, it is now necessary to authorize the calling of the Callable 2012 Bonds for early redemption on September 24, 2020 (the "Redemption Date");

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The form of agreement of sale of the Bonds with the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to accept and execute the same for and on behalf of the City.

Section 2. UMB Bank, n.a., West Des Moines, Iowa, as Registrar and Paying Agent for the 2012 Bonds, is hereby authorized to take all action necessary to call the Refunding Bonds for early redemption on the Redemption Date, and is further authorized and directed to give notice of such redemption by sending notice by electronic means to each of the registered owners of the Refunding Bonds to be redeemed at the addresses shown on the City's registration books, not less than 30 days prior to the Redemption Date.

Section 3. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$4,170,000, for the purpose set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 4. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Bonds, in the aggregate principal amount of \$4,170,000, are hereby authorized to be issued in evidence of the City's obligations under the Loan Agreement. The Bonds shall be dated September 23, 2020, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bear interest at the respective rates as follows:

Date	Principal	Interest Rate	Date	Principal	Interest Rate
2021	\$320,000	_____ %	2027	\$350,000	_____ %
2022	\$330,000	_____ %	2028	\$350,000	_____ %
2023	\$335,000	_____ %	2029	\$355,000	_____ %
2024	\$340,000	_____ %	2030	\$360,000	_____ %
2025	\$340,000	_____ %	2031	\$370,000	_____ %
2026	\$345,000	_____ %	2032	\$375,000	_____ %

Section 5. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2029 through 2032, inclusive, prior to and in any order of maturity on June 1, 2028, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2021. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 6. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 7. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA **COUNTIES OF DALLAS AND POLK**
CITY OF GRIMES

GENERAL OBLIGATION REFUNDING BOND, SERIES 2020B

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____ %	June 1, _____	September 23, 2020	_____

The City of Grimes (the "City"), in Dallas and Polk Counties, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing June 1, 2021, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Refunding Bonds, Series 2020B (the "Bonds") issued by the City to evidence its obligation under a certain loan agreement, dated as of September 23, 2020 (the "Loan Agreement"), entered into by the City for the purpose of paying the cost, to that extent, of current refunding the General Obligation Corporate Purpose and Refunding Bonds, Series 2012.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2019, and all other laws amendatory thereof and

supplemental thereto, and in conformity with a resolution of the City Council, adopted on August 25, 2020, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2029 through 2032, inclusive, prior to and in any order of maturity on June 1, 2028, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Grimes, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of September 23, 2020.

CITY OF GRIMES, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB BANK, N.A.
West Des Moines, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UTMA _____
TEN ENT	- as tenants by the entirety	(Custodian)
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____ (Minor) under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 8. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds, including original issue premium (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of proceeds (\$_____) (the "Refunding Proceeds") received from the sale of the Bonds shall be deposited into the Debt Service Fund and used to carry out the Refunding on the Redemption Date. The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Project Proceeds and the Refunding Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

A portion of the Bond Proceeds (\$_____) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

A portion of the Bond Proceeds (\$_____) shall be retained by the Purchaser as underwriter's discount.

The remainder of the Loan Proceeds (\$_____) shall be used for any lawful purpose of the City consistent with this resolution.

Section 9. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2021,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2022,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$ _____; and

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$ _____.

Section 10. A certified copy of this resolution shall be filed with the County Auditors of Dallas and Polk Counties, and the County Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever. Any amount received by the City as accrued interest on the Bonds shall be deposited into such special account and used to pay interest due on the Bonds on the first interest payment date.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 11. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 12. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

For the sole purpose of qualifying the Bonds as “qualified tax exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended, the City finds that \$_____ (the “Deemed Designated Portion”) of the principal amount of the Bonds is “deemed designated” as a “qualified tax exempt obligation” (and does not count against the City’s \$10,000,000 limit for calendar year 2020) because (i) the Deemed Designated Portion is being issued to refund a like principal amount of the 2012 Bonds, (ii) the Bonds have a maturity date (June 1, 2032) which is not later than 30 years after the date on which the 2012 Bonds were issued, (iii) the 2012 Bonds were issued as qualified tax-exempt obligations, and (iv) the average maturity date of the Bonds are not later than the average maturity date of the 2012 Bonds being refunded with the proceeds thereof. Furthermore, the City hereby designates the remaining principal amount of the Bonds (\$_____) as “qualified tax exempt obligations,” and the City represents that the reasonably anticipated amount of “tax exempt obligations” which will be issued by the City during the current calendar year [other than the Deemed Designated Portion and other tax exempt obligations also qualifying for “deemed designated status” or otherwise not taken into account under Section 265(b)] will not exceed \$10,000,000.

Section 13. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 14. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 15. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved August 25, 2020.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

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

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a certain Loan Agreement and providing for the sale and issuance of \$4,170,000 General Obligation Refunding Bonds, Series 2020B of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this _____ day of _____, 2020.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

DALLAS COUNTY

I, the undersigned, County Auditor of Dallas County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2020, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on August 25, 2020, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of \$4,170,000 General Obligation Refunding Bonds, Series 2020B, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2021, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2020.

County Auditor

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2020, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on August 25, 2020, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of \$4,170,000 General Obligation Refunding Bonds, Series 2020B, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2021, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2020.

County Auditor

APPROVE AMENDED DEVELOPMENT
AGREEMENT

(Heritage At Grimes LLC)

419952-77

Grimes, Iowa

August 25, 2020

The City Council of the City of Grimes, Iowa, met on August 25, 2020, at the Grimes Community Complex, at 5:30 p.m., at the City Hall, Grimes, Iowa.

The City Council meeting was alternatively accessed 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: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the 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 08-2620

Resolution Approving Amended Development Agreement with Heritage At Grimes LLC

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, this 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 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, the City has previously entered into a certain development agreement (the “Original Agreement”) with Heritage At Grimes LLC (the “Developer”) in connection with the Heritage at Grimes development project (the “Project”) on certain real property (the “2015 Development Property”) situated in the Urban Renewal Area and more particularly described in the Original Agreement; and

WHEREAS, the City and the Developer now propose to amend the Original Agreement to release a portion (the “2020 Released Parcels”) of the 2015 Development Property from the Original Agreement subject to certain conditions; and

WHEREAS, an amended agreement (the “Amended Agreement”) has been prepared to set forth the new understanding between the City and the Developer; 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; and

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 Council hereby reaffirms 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 and reaffirms that a public purpose will reasonably be accomplished by entering into the Amended Agreement and providing incremental property tax payments (the “Remaining Payments”) to the Developer thereunder.

Section 3. The Amended Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Amended Agreement on behalf of the City, in substantially the form and content in which the Amended 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 Amended Agreement.

Section 4. The Remaining Payments to be made by the City to the Developer under the Amended Agreement shall not be subject to annual appropriation by the City Council.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved on August 25, 2020.

Mayor Scott Mikkelsen

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, City Clerk of the aforementioned City, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to adopting a resolution to approve an Amended Development Agreement.

WITNESS MY HAND hereto affixed this ____ day of _____, 2020.

City Clerk Rochelle Williams

August 19, 2020

Via Email

Jake Anderson
City Administrator/City Hall
Grimes, IA

Re: Heritage At Grimes LLC Amended Development Agreement
File No. 419952-77

Dear Jake:

Attached please find proceedings covering the adoption of a resolution approving the Amended Development Agreement with Heritage At Grimes LLC.

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

Please contact John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Rochelle Williams
Alex Pfaltzgraff

AMENDED DEVELOPMENT AGREEMENT

This Amended Agreement (the "Amended Agreement") is entered into between the CITY OF GRIMES, Iowa (the "City") and HERITAGE AT GRIMES, LLC, (the "Developer") as of the ____ day of _____, 2020 (the "Commencement Date").

Preamble.

WHEREAS, the City has established the Grimes Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer has undertaken the development of certain real property (the "2015 Development Property") the legal description of which is set forth on Exhibit A hereto; and

WHEREAS, the City and the Developer entered into a Development Agreement (the "Original Agreement") dated April 26, 2016 with respect to the undertaking of the Heritage at Grimes development (the "Project") on the 2015 Development Property, such Project to include the development of both commercial and residential uses on the 2015 Development Property and the corresponding installation of public infrastructure improvements (the "Infrastructure Project"); and

WHEREAS, the Original Agreement provides for financial assistance from the City to the Developer in the form of incremental property tax payments to be used by in defraying certain costs associated with the commercial aspects of the Project, the Boulevard Project and the Infrastructure Project, as hereinafter set forth; and

WHEREAS, the Project, the Infrastructure Project and the Boulevard Project are described in detail on the PUD which is attached hereto as Exhibit B; and

WHEREAS, at the City's request, the Original Agreement provided that the Infrastructure Project include the oversizing and enhancement of certain street improvements, as more fully described on Exhibit C hereto, on and along the proposed Beaverbrooke Boulevard (the "Boulevard Project") in order to accommodate the commercial transportation infrastructure needs of the City; and

WHEREAS, the City has requested that the Original Agreement now be amended to release a portion (the "2020 Released Parcels"), as described on Exhibit A hereto, of the 2015 Development Property from the Original Agreement and the Developer has agreed subject to certain to conditions as set forth herein; and

WHEREAS, it is now necessary to amend the Original Agreement to release the 2020 Released Parcels and to set forth the conditions for such release; and

WHEREAS, this Amended Agreement has been prepared to set forth the updated, mutual understanding between the City and the Developer, to replace the Original Agreement and to

define the remaining portion (the "2020 Development Property"), as defined on Exhibit A hereto, of the 2015 Development Property; and

WHEREAS, the assessed valuation of the 2020 Development Property as of January 1, 2015 was \$638,570 (the "Base Valuation"); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

Developer's Representations, Warranties and Covenants

Representations and Warranties

The Developer represents and warrants that:

- a) The Developer is an Iowa limited liability company and has capacity to enter into this Amended Agreement and to perform its obligations hereunder.
- b) Not the execution/delivery of this Amended Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of, or compliance with, the terms and conditions of this Amended Agreement is prevented, limited by, or conflicts with, or results in a breach of, the terms, conditions or provisions, or any corporate restriction, or any evidences of indebtedness, agreement, or instrument of whatever nature to which the Developer is a party, or by which it is bound or constitutes a default under any of the foregoing.
- c) The Payments to be provided hereunder are not necessary for or related to any residential aspects of the Project, and the Developer has the financial ability to develop such residential aspects without aid from the City.

Project Construction

- a) Specifications. The Project shall include the commercial and residential elements set forth on Exhibit B hereto, including the Town Center Park Project.
- b) Commencement. The Developer has already begun construction of the Project.

- c) Completion. The Developer has substantially completed construction of the Project except for the Town Center Park (the "Town Center Park Project").

Infrastructure Project

- . The Developer has substantially completed the Infrastructure Project.

Boulevard Project

- . The City has substantially completed the construction of the Boulevard Project.

Highway 141/Beaverbrooke Blvd. Signalization Project

- . The City has substantially completed the Highway 141/Beaverbrooke Boulevard Signalization Project (the "Signalization Project"), as shown on Exhibit F hereto.

Dedication of Property

- . The Developer has dedicated to the City the real property (the "Sewer Expansion Property") described on Exhibit D hereto for use in the expansion of the City's municipal sanitary sewer treatment facilities.

Property Taxes

- . While the Developer retains ownership of any portions of the 2020 Development Property, the Developer shall cause timely payment of all property taxes as they come due with respect to such owned 2020 Development Property, throughout the Term, as hereinafter defined.

Indemnification

- . The Developer agrees to indemnify, defend and hold harmless the City, its officers, employees and departments, from and against any and all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or in connection with any of the following:
 - a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the construction of the Project and/or the Infrastructure Project, except to the extent that such claims relate to the City's construction of the Boulevard Project and/or the Signalization Project.
 - b) Any claim, demand, action, citation or legal proceeding arising out of or related to acts undertaken by the Developer or omissions by the Developer that the Developer or successors in interest will insure against in

connection with the Project, the Infrastructure Project and/or the 2020 Development Property; and

- c) Any claim, demand, action, citation or legal proceeding arising out of or resulting from an act or omission of the Developer or any of its agents in its or their capacity as an employer of a person or contractor.

9. Default Provisions.

- a) Events of Default Defined. The following shall be “Events of Default” under this Amended Agreement, and the term “Event of Default” shall mean, whenever it is used in this Amended Agreement (unless otherwise provided), any one or more of the following events:
 - (i) Failure by the Developer to commence and complete construction of the Infrastructure Project and/or the Project pursuant to the terms and conditions of this Amended Agreement. Failure to complete the Project by the stated completion date due to Unavoidable Delays shall not constitute default of this Amended Agreement.
 - (ii) Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.
 - (iii) Failure by the Developer to substantially complete the Town Center Park Project by October 1, 2021 and finally complete the Town Center Park Project by April 1, 2022.
- b) Remedies on Default. Whenever any event of default described in this Amended Agreement occurs, the City shall provide written notice to Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If Developer fails to cure the default or provide assurances, City shall then have the right to:
 - (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Amended Agreement.
 - (ii) Withhold Payments provided for under Section B.2 below.

City’s Representations, Warranties and Obligations

Representations and Warranties

. The City represents and warrants that:

- a) City has all the powers of a Municipal Corporation under the laws of the State of Iowa. The City has the authority to enter into this Amended Agreement and to carry out its obligations hereunder.
- b) The Project has been duly identified and approved as part of the plan for the Urban Renewal Area, in accordance with the provisions of Chapter 403 of the Code of Iowa and has been determined to be necessary to carry out for the furtherance of the urban renewal objectives of the City.
- c) The Payments, as hereinafter defined, are being provided in accordance with the provisions of Chapter 403 of the Code of Iowa.
- d) The City has reviewed and approved this Amended Agreement in accordance with the provisions of Chapter 403 of the Code of Iowa.

Payments

. In recognition of the Developer's obligations set out above, the City agrees to make a series of semiannual economic development tax increment payments (the "Payments") to the Developer as hereinafter set forth during the Term, as hereinafter defined, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed Four Million Two Hundred Thousand Dollars (\$4,200,000) (the "Aggregate TIF Maximum"). At the time of the execution of this Amended Agreement, the City has remitted the amount of \$489,657.00. Payments under the Original Agreement, leaving a remaining total of additional Payments to be made under this Amended Agreement in the amount of \$3,710,343.00 (the "Remaining TIF Maximum").

The Payments will continue to be made on December 1 and June 1 of each fiscal year of the City, beginning on the first December 1 for which Incremental Property Tax Revenues become available from the 2020 Development Property, and continuing for a total of Ten (10) fiscal years. Each Payment shall be in an amount equal to the Incremental Property Tax Revenues attributable to the 2020 Development Property and received from the Polk County Treasurer in the six months immediately preceding the respective Payment due date.

The TIF Initiation under the Original Agreement occurred on or before October 15, 2017, and therefore Payments have been made on December 1 and June 1 of each fiscal year, beginning December 1, 2018, and shall continue through and including June 1, 2028, or until such earlier date upon which total Payments (both under the Original Agreement and this Amended Agreement) equal to the Aggregate TIF Maximum have been made.

Security

- . The remaining Payments to be made under this Amended Agreement shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Polk County Treasurer which are attributable to the 2020 Development Property. The City agrees to make said TIF payments pursuant to this amended development agreement.

Certification of Payment Obligation

- . By no later than December 1, 2020 the City shall certify to the Polk County Auditor an amount equal to the Remaining TIF Maximum.

5. **Application of TIF from 2020 Released Parcels.** The City agrees to apply incremental property tax revenues to be derived in the future from the 2020 Released Parcels to Hope K Farms, LLC, or a successor thereto, in support of the development of the 2020 Released Parcels.

Acquisition of Property

- . The City has taken title to the Sewer Expansion Property as set forth in Section A.6 above.

Boulevard Project Construction

- . The City has constructed the Boulevard Project.

Highway 141/Beaverbrooke Blvd. Signalization Project Construction

- . The City has constructed the Signalization Project.

Forbearance

- . Except as provided with respect to the funding of Payments to the Developer hereunder, the City agrees that it shall not otherwise pledge or encumber the Incremental Property Tax Revenues to be derived from the 2020 Development Property during the Term, as hereinafter defined.

C. Administrative Provisions

Amendment and Assignment

- . This Amended Agreement may not be amended or assigned by either party without the written consent of the other party. However, the City hereby gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City. The collateral assignment of the Payments to a lender (the "Lender") is hereby acknowledged and approved by the City.

Successors

- . This Amended Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

Term

- . The term (the "Term") of this Amended Agreement shall commence on the Commencement Date and end on the earlier of (i) date on which the City has made payments to the Developer in a total amount equal to Aggregate TIF Maximum; or (ii) June 1, 2029.

Choice of Law

- . This Amended Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

Further Assurances

- . The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the property described herein or the Project, or for carrying out the expressed intention of this Amended Agreement.

Notices

- . Except as otherwise expressly provided in this Amended Agreement, a notice or other communication under the Amended Agreement, by either the City or the Developer to the other, shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:
 - a) In the case of Developer, is addressed to or delivered personally to
Gabus Trust - Toyota of Des Moines
1650 SE 37th Street, Grimes, Iowa 50111
 - b) In the case of City, is addressed to or delivered personally to City Clerk, City Hall, 101 NE Harvey Street, Grimes, Iowa 50111.
 - c) Either party may upon written notice to the other party, change the address to which such notices and demands are made.

Counterparts

- . This Amended Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

Titles of Sections and Preamble

. Any titles of the several parts and sections of this Amended Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of its provisions. The facts and definitions set forth in the preamble hereof are, however, binding terms of the contract and enforceable against both parties hereto.

9. **Original Agreement Superseded.** The Original Agreement is hereby superseded and replaced by this Amended Agreement. The Original Agreement shall be attached and retained as Exhibit E hereto as a historical record of the dealings between the parties and as an aid in the future interpretation of this Amended Agreement, if needed.

The City and the Developer have caused this Amended Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF GRIMES, IOWA

By: _____
Mayor

Attest: _____
City Clerk

HERITAGE AT GRIMES, LLC

By: _____

Manager
Heritage at Grimes LLC

STATE OF IOWA)
) ss.
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Scott Mikkelsen and Rochelle Williams, the Mayor and City Clerk respectively, of the City of Grimes, Iowa, a municipal corporation and political subdivision of the State of Iowa, on behalf of the City.

Notary Public

STATE OF IOWA)
) ss.
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 19th day of August, 2020, by John L. Tanner, of HERITAGE AT GRIMES, LLC, an Iowa LLC on behalf of HERITAGE AT GRIMES, LLC.

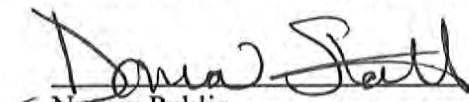

Notary Public



EXHIBIT A

(I) LEGAL DESCRIPTION OF 2015 DEVELOPMENT PROPERTY:

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

PARCEL K IN A PARCEL OF LAND IN PART OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M. AND A PART OF THE NORTH 1/2 AND A PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., CITY OF GRIMES, POLK COUNTY, IOWA AS DESCRIBED IN THE PLAT OF SURVEY AS RECORDED IN THE OFFICE OF THE POLK COUNTY RECORDER IN BOOK 11866 OF PAGE 944.

AS RECORDED IN BOOK 11937 PAGES 250-252

AND,

BEGINNING AT A POINT AT THE SW CORNER OF THE N 1/2 OF THE NW 1/4 OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., IN THE CITY OF GRIMES, POLK COUNTY, IOWA THENCE NORTH 340.4 FEET ALONG THE WEST LINE OF SAID SECTION 32; THENCE EAST 695 FEET ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 32; THENCE SOUTH 340.4 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 32; THENCE WEST 695 FEET ALONG THE SOUTH LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 32 TO THE PLACE OF BEGINNING.

AS RECORDED IN BOOK 15029 PAGES 129-130

EXCEPT,

PARCEL 'O'

AS RECORDED IN BOOK 15781 PAGE 373

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 392.35 ACRES INCLUDING 1.54 ACRES FOR PUBLIC ROADWAY EASEMENT

(II) LEGAL DESCRIPTION OF 2020 RELEASED PARCELS:

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

Lots 2, 3, 4, 5, 6, 9 and 10 in Heritage at Grimes Commercial Plat 2, an Official Plat, Grimes, Polk County, Iowa. Containing 11.91 Acres more or less.

And,

Outlot Q, Heritage at Grimes Plat 2, an Official Plat, Grimes, Polk County, Iowa, Except Parcel 2018-214 as shown on the Plat of Survey recorded in Book 17549 at Page 770 in the office of the Polk County Recorder. Containing 96.38 Acres more or less.

(III) LEGAL DESCRIPTION OF 2020 DEVELOPMENT PROPERTY:

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

PARCEL K IN A PARCEL OF LAND IN PART OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M. AND A PART OF THE NORTH 1/2 AND A PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., CITY OF GRIMES, POLK COUNTY, IOWA AS DESCRIBED IN THE PLAT OF SURVEY AS RECORDED IN THE OFFICE OF THE POLK COUNTY RECORDER IN BOOK 11866 OF PAGE 944.

AS RECORDED IN BOOK 11937 PAGES 250-252

AND,

BEGINNING AT A POINT AT THE SW CORNER OF THE N 1/2 OF THE NW 1/4 OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., IN THE CITY OF GRIMES, POLK COUNTY, IOWA THENCE NORTH 340.4 FEET ALONG THE WEST LINE OF SAID SECTION 32; THENCE EAST 695 FEET ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 32; THENCE SOUTH 340.4 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 32; THENCE WEST 695 FEET ALONG THE SOUTH LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 32 TO THE PLACE OF BEGINNING.

AS RECORDED IN BOOK 15029 PAGES 129-130

EXCEPT,

PARCEL 'O'

AS RECORDED IN BOOK 15781 PAGE 373

EXCEPT

Lots 2, 3, 4, 5, 6, 9 and 10 in Heritage at Grimes Commercial Plat 2, an Official Plat, Grimes, Polk County, Iowa. Containing 11.91 Acres more or less.

And,

Outlot Q, Heritage at Grimes Plat 2, an Official Plat, Grimes, Polk County, Iowa, Except Parcel 2018-214 as shown on the Plat of Survey recorded in Book 17549 at Page 770 in the office of the Polk County Recorder.

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 284.03 ACRES

EXHIBIT B

PUD:

As approved on May 27, 2014 including all subsequent amendments

EXHIBIT C

DETAILS OF BOULEVARD PROJECT:

Heritage at Grimes Plat 2 Phase 4 – awarded on April 01, 2016

Division I – NE Beaverbrooke Boulevard Paving Improvements

Division II – Highway 141 Turn lanes & Traffic Signal

EXHIBIT D

LEGAL DESCRIPTION OF SEWER EXPANSION PROPERTY:

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

PROPERTY DESCRIPTION:

A RECTANGULAR SHAPED PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH P.M., POLK COUNTY, IOWA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE S89°46'17"E ASSUMED BEARING FOR THIS DESCRIPTION ALONG THE NORTH LINE OF THE

SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 309.32 FEET;

— — THENCE S00°00'00"E, A DISTANCE OF 878.20 FEET;

THENCE N89°29'08"W ALONG THE NORTH LINE OF THE SOUTH 450 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 313.49 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE N00°16'20"E ALONG SAID WEST LINE, A DISTANCE OF 876.63 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 6.27 ACRES.

EXHIBIT E

EXECUTED ORIGINAL AGREEMENT

EXHIBIT F

DETAILS OF SIGNALIZATION PROJECT:

Heritage at Grimes Plat 2 Phase 4 – awarded on April 01, 2016

Division I – NE Beaverbrooke Boulevard Paving Improvements

Division II – Highway 141 Turn lanes & Traffic Signal

F. Urban Renewal Paper Work available Monday

Grimes

Monthly Operations and Maintenance Report

July 2020

Prepared by:



1801 James Street
Grimes, IA 50111
(515)986-7300

www.uswutilitygroup.com

MONTHLY REPORT
JULY 2020
GRIMES WATER & WASTEWATER TREATMENT PLANTS
DISTRIBUTION AND COLLECTION SYSTEMS

Prepared By:





Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

August 13, 2020

Mayor Scott Mikkelsen
City of Grimes
101 NE Harvey St.
Grimes, IA 50111

RE: Monthly Update July 2020

Dear Mayor Scott Mikkelsen:

In accordance with contract requirements, we are pleased to provide the following monthly report for July 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 July 2020 Monthly Operating Reports to IDNR.
- Staff continued to update Field Office #5 regarding project progress along with disposal of lime and biosolid residuals.
- DNR Field Office #5 was contacted regarding Ammonia exceedances due to the plant being overloaded with solids

Safety Training

- Safety Training in July included:
 - o Message to Self: Distracted Driving is Dangerous
 - o Don't Let Chemicals Get You
 - o Listen Up to Protect Your Hearing
 - o Climb Into Ladder Safety

Safety Meeting

- USW UTILITY GROUP employees will participate in weekly safety meetings assigned by the Company.
- Grimes staff continues to discuss site safety as it relates to Covid-19 and construction.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Grimes Water Treatment Plant Report for July 2020

1. Shank Constructors continued construction of the Reverse Osmosis plant. A majority of the walls for the main plant were put in place this month, as well as a portion of the office/lab walls.
2. 7/1 Boiler inspection.
3. 7/13 Vessco worked on the slakers.
4. 7/14 Jetco was working on the Jordan in the wellfield.
5. 7/15 Same, Jetco in the wellfield.
6. 7/15 Jetco replaced the relay for the air compressor.
7. 7/16 Central Pump worked on the actuator for filter #2.
8. 7/20 Jetco lost data from our daily reports when working on wellfield, repaired.
9. 7/20 Central Pump finished working on the actuator.
10. 7/21 Air Mach replaced a valve on air compressor #1.
11. 7/23 Jetco working on the Jordan and the wellfield, adding to computer.
12. 7/28 Dorrian replaced the roof top air conditioner.
13. Exercised generators at WTP, Booster station, ASR Well and North Well Field in accordance with Iowa Administrative Code (IAC).
14. Paint work, site work and cleaning continue.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Grimes Distribution and Collection Report for July 2020

1. 184 field service work orders were completed for the City.
2. 0 commercial and 37 residential water meters were installed.
3. 6 temporary hydrant flow meters were used.
4. 42 non-payment disconnects were completed.
5. 30 fire hydrants were inspected and flushed, 35 manholes were inspected and 14 valves were exercised.
6. Monthly water loss was estimated at 2,100,000 gallons due to normal maintenance and flushing.
7. There were zero (0) high usage calls.
8. Staff continues heightened inspection of the collection system due to abnormal products being introduced into the wastewater system.
9. During the month of July, we were very busy with work orders again.
10. Warmer weather at times this month allowed us to perform more maintenance in the Distribution System. We have been inspection manholes, exercising vales, and flushing hydrants. We will continue an aggressive program on hydrant maintenance in the system.
11. Construction is continuing on the new water plant and we are providing the contractors with any information that they request.
12. We continue to inspect manholes on a daily basis due to the Covid-19 virus and people flushing items other than toilet paper. This has also led to increased inspection and cleaning of the Lift Stations in the collection system. With people going back to work this month the issues of towels being flushed is starting to go down but still remains a problem.
13. Construction is continuing on the new water plant and water tower. They are expecting to begin painting on the water tower toward the end of this month.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Grimes Wastewater Treatment Plant Report for July 2020

1. Staff continues to monitor the known source of problematic discharge to the collection system. There were no issues in July.
2. July 4th : Southeast Lift station #1 pump failed and Electric Pump was contacted. They found rocks in the pumps. Pulled 1 and 2 reinstalled 2. Took 1 with them. CPM later picked up the pump found a small seal leak and reinstalled on the 7th.
3. July 6th: Accujet Vacuumed out SE Lift Station
4. July 6th: Blower #3 had Sparks (Needs rewired / parts in the Electrical Box need replaced per Josh. Repairs will be done by Jetco.
5. July 6th: Jetco came out and reset main breaker
6. July 7th: CPM fixed floats and replaced pumps. Now both pumps are usable at the station.
7. July 8th: Started using the sludge pump to recirculate the digester's until repairs are completed.
8. July 17th: Soap Suds at the Gateway. Pictures taken and watched system for problems. None occurred.
9. Exercised WWTP, Gateway Lift Station and Southeast Lift Station generators according to Iowa Administrative Code (IAC).
10. Weekly lift station inspections were performed.
11. Painting of pipe and structures also continues.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

USW UTILITY GROUP

Staffing for Grimes, IA

Project Manager

- Nick Deardorff
 - o IDNR Grade 2 WT, Grade 2 WWT, Grade 2 Distribution

Lead WTP Operator

- Jeff Waters
 - o IDNR Grade 3 WT, Grade 2 WWT, Grade 2 Distribution

Lead WWTP Operator

- Christina Shepherd
 - IDNR Grade 3 WWT, Grade 2 WT

Operator/Maintenance Tech

- Thomas Van Horn
 - o IDNR Grade 2 WT, Grade 2 WWT, Grade 2 Distribution

Operator/Maintenance Tech

- Joe Davis
 - o IDNR tests pending due to COVID-19

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,

Nick Deardorff
Project Manager
USW UTILITY GROUP



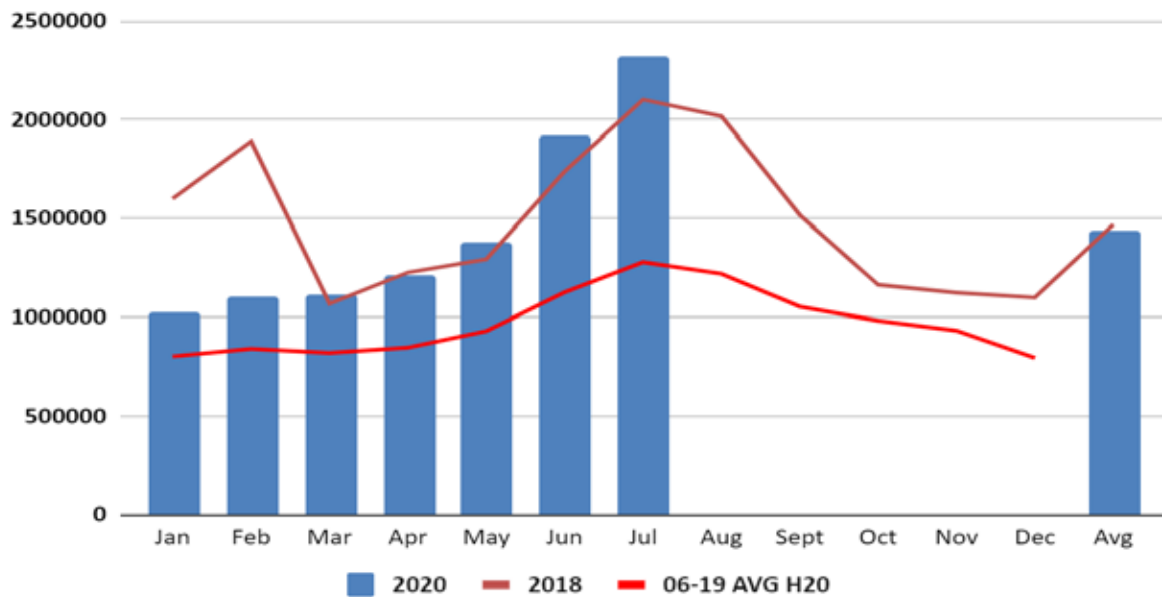
Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

		Jul-20	Jun-20	Jul-19
Water	Units			
Average Daily Pumped	gallons	2,321,450	1,921,400	2,101,774
Maximum Daily Pumped	gallons	3,312,000	2,411,000	2,623,000
Minimum Daily Pumped	gallons	1,645,000	1,304,000	1,527,000
Hardness				
Hardness - Avg Raw	grains	26.00	26.17	27.34
Hardness - Avg Finish	grains	4.38	3.27	5.67
Iron mg/l				
Avg Raw	mg/L	7.21	7.52	7.10
Avg Finish	mg/L	0.11	0.07	0.06
Fluoride mg/l				
Avg Raw Fl.	mg/L	0.32	0.34	0.37
Avg Finish Fl.	mg/L	0.21	0.19	0.32
Wastewater				
BOD	mg/L			
BOD Effluent Avg	mg/L	0.39	5.56	2.80
BOD Effluent Permit Limit	mg/L	25	25	25
TSS				
TSS Effluent Avg	mg/L	4.92	6.87	3.17
TSS Effluent Permit Limit	mg/L	30	30	30
Nitrogen Ammonia				
NH3-N Effluent Avg	mg/L	7.64	12.34	5.31
NH3-N Effluent Permit Limit	mg/L	1.1	1.3	1.1
Effluent Flow				
Average Daily	gallons	1,840,000	2,173,000	1,936,129
Maximum Daily	gallons	2,000,000	2,570,000	2,560,000
Minimum Daily	gallons	1,680,000	1,930,000	1,590,000
Distribution				
Work Orders	#	184	144	135
Locates	#	-	-	-
Meters Installed		39		
Residential	#	39	29	34
Commercial	#	0	2	2
Temporary Hydrants Meters	#	6	5	6
Disconnect Notices	#	0	66	63
Services Disconnected	#	42	0	13
Hydrants Inspected/Flushed	#	30	30	44
Valves Exercised	#	14	10	56
Manholes Inspected	#	35	41	31

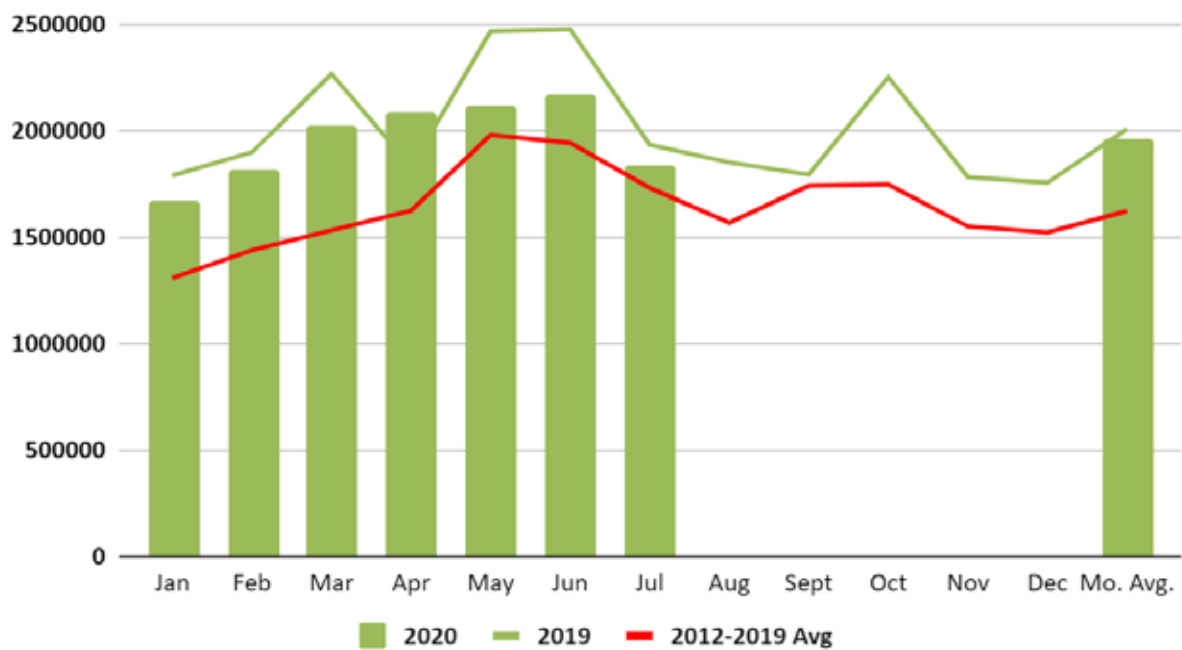


Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Average Daily Water Pumped - In Gallons



Average Daily Wastewater Pumped - In Gallons





Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

